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Attorneys for Plaintiff DANIEL OCHOA-LOPEZ

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

DANIEL OCHOA-LOPEZ, individually, and on behalf of Aggrieved Employees pursuant to the California Private Attorneys General Act,

Plaintiffs,

vs.

CORTECH WEST STAFFING, LLC, a California limited liability company; DIVINE PASTA COMPANY, a California corporation; and DOES 1 through 25, inclusive,

Defendants.

Case No. 23STCV19480

Honorable Alison Mackenzie
Department 55

DECLARATION OF ALEXANDRA ROSE IN SUPPORT OF PLAINTIFF'S MOTION FOR APPROVAL OF PAGA SETTLEMENT AND AWARD OF ATTORNEYS' FEES AND COSTS, GENERAL RELEASE FEE, AND SETTLEMENT ADMINISTRATION COSTS

Reservation No.:	431707322633
Date:	September 4, 2025
Time:	8:30 a.m.
Department:	55

Complaint Filed:	August 15, 2023
Trial Date:	Not Set

DECLARATION OF ALEXANDRA ROSE

I, Alexandra Rose, declare and state as follows:

1. I am an attorney admitted to practice in all Courts of the State of California. I am a member of Blackstone Law, APC ("Plaintiff's Counsel"), attorneys of record for Plaintiff Daniel Ochoa-Lopez ("Plaintiff"). I submit this declaration in support of Plaintiff's Motion for Approval of PAGA Settlement and Award of Attorneys' Fees and Costs, General Release Fee, and Settlement Administration Costs ("Motion"). I have personal knowledge of the facts contained herein, and, if called to testify, I could and would competently do so.

Procedural History

2. Defendant CorTech West Staffing, LLC ("CorTech") is a staffing agency that recruits employees on behalf of employers looking to fill positions and help candidates find appropriate jobs. Defendant Divine Pasta Company ("Divine Pasta") is a company that creates artisan crafted foods, such as pasta and sauces, for restaurants and retailers nationwide. Plaintiff was employed by CorTech and placed to work at Divine Pasta (together, CorTech and Divine Pasta are referred to as "Defendants") as an hourly-paid, non-exempt Sanitation Worker from approximately May 2022 to September 2022.

3. On June 7, 2023, Plaintiff provided written notice by electronic submission to the California Labor and Workforce Development Agency ("LWDA) and by U.S. Certified Mail to Defendants, pursuant to California Labor Code § 2699.3, of the specific provisions of the California Labor Code alleged to have been violated by Defendants ("PAGA Notice"). A true and correct copy of the PAGA Notice is attached hereto as **Exhibit 1**.

4. On August 15, 2023, Plaintiff filed a Complaint for Enforcement Action Under the Private Attorneys General Act, California Labor Code §§ 2698 Et. Seq. ("Operative Complaint"), commencing a representative action under the Private Attorneys General Act of 2004, California Labor Code section 2698, *et seq*. ("PAGA") against Defendants, entitled *Daniel Ochoa-Lopez v. CorTech West Staffing, LLC, et al.*, Los Angeles County Superior Court Case No. 23STCV19480 ("Action").

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5. On March 4, 2025, Plaintiff propounded formal written discovery onto Defendants (specifically, Form Interrogatories – General (Set One), Form Interrogatories – Employment Law (Set One), Requests for Admission (Set One), Requests for Production of Documents (Set One), and Special Interrogatories (Set One)), and served a proposed Belaire-West notice.

6. On March 5, 2025, Divine Pasta propounded formal written discovery onto Plaintiff (specifically, Form Interrogatories – General and Requests for Production of Documents (Set One)) and served a deposition notice of Plaintiff and a Demand for Exchange of Expert Witness Information and Demand for Expert Reports and Writings.

7. On March 31, 2025, Plaintiff and Defendants (collectively, the "Parties") participated in a formal mediation conducted by Tagore Subramaniam, Esq., a neutral and respected mediator with extensive experience in complex wage and hour matters, and with the assistance of the mediator's evaluations, the Parties were able to reach an agreement to resolve this dispute on a representative basis. The Parties then worked diligently to negotiate and memorialize the terms in a long form settlement agreement.

8. On May 23, 2025, the Parties executed the Private Attorneys General Act Settlement Agreement and Release ("Settlement," "Agreement," or "Settlement Agreement"). A true and correct copy of the Settlement Agreement is attached hereto as **Exhibit 2**.

9. During the course of informal discovery in the Action, Plaintiff's Counsel conducted an intense investigation into the facts of the Action. This included obtaining data, information, and documents relating to the underlying alleged violations, including, but not limited to, Plaintiff's employee file, all of the Aggrieved Employees' time and payroll data, relevant wage and hour policies, and Aggrieved Employees' data points so that Plaintiff could assess the number of alleged potential violations and value of the recoverable penalties, as well as evaluate the strengths and weaknesses of his claims.

10. Based on the data, information, and documents received, as well as thorough discussions with Defendants' counsels, Plaintiff's Counsel was able to (i) determine the total number of distinct individuals falling within the definition of "Aggrieved Employees" for the relevant statutory period, (ii) the number of affected pay periods at issue among them, and (iii) construct a damages

model that calculated the maximum realistic amount of PAGA penalties that could be levied against Defendants within the relevant statutory period. Defendants, however, disputed Plaintiff's claims and disputed both the existence of and extent of liability as alleged by Plaintiff, which allowed Plaintiff's Counsel to further assess the strength of Plaintiff's claims. Plaintiff's Counsel's experience in litigating similar representative wage and hour claims, the degree of investigation that was conducted here, and the amount of data, information, and documents that was obtained, was sufficient to determine the potential value of the PAGA claims, and to evaluate the strength of these claims for purposes of settlement.

11. The Parties believe the Settlement Agreement is fair, reasonable, and adequate. The Parties understand, acknowledge, and agree that the Settlement Agreement constitutes a compromise of Plaintiff's PAGA claims, and that it is the desire and intention of the Parties to affect a final and complete resolution of the Action.

12. Defendants deny all of the claims in the Action, and do not waive, but rather expressly reserve, all rights to challenge all such claims and allegations upon all legal, procedural, and factual grounds should the Settlement Agreement not become final. The Settlement Agreement reflects a compromise reached to end litigation in the Action. Following significant investigation and extensive settlement negotiations, Plaintiff now seeks approval of the proposed Settlement Agreement, which will resolve all representative claims alleged in the Action.

Notice to the LWDA

13. In accordance with California Labor Code sections 2699 *et. seq*., a copy of the proposed Settlement Agreement was submitted to the LWDA via online submission through the LWDA's website on June 2, 2025. A true and correct copy of the email from the LWDA confirming receipt is attached hereto as **Exhibit 3**.

Summary of the Terms of the Settlement Agreement

14. For purposes of settlement only, the Parties have agreed that the "Aggrieved Employees" shall be defined as "all current and former hourly-paid and/or non-exempt employees employed by Defendant CorTech West Staffing, LLC and assigned to work at Defendant Divine Pasta Company in the State of California at any time during the PAGA Period." The "PAGA Period" is the

period from June 7, 2022 to March 31, 2025. There are approximately two hundred and eighty-eight (288) Aggrieved Employees who worked approximately eighteen thousand seven hundred and sixty-eight (18,768) pay periods during the PAGA Period ("Pay Periods").

15. The Parties have agreed to settle the PAGA claims at issue in the Action for a non-reversionary Gross Settlement Amount of Six Hundred Fifty Thousand Dollars and Zero Cents ($650,000.00). CorTech shall pay Three Hundred Twenty-Five Thousand Dollars and Zero Cents ($325,000.00) of the Gross Settlement Amount and Divine Pasta shall pay Three Hundred Twenty-Five Thousand Dollars and Zero Cents ($325,000.00) of the Gross Settlement Amount. The Gross Settlement Amount is a common fund and therefore includes all requested costs, fees, and other allocations. The Gross Settlement Amount includes: (1) Plaintiff's Counsel's fee award in the amount up to thirty-five percent (35%) of the Gross Settlement Amount, which currently equals Two Hundred Twenty-Seven Thousand Five Hundred Dollars and Zero Cents ($227,500.00); (2) Plaintiff's Counsel's actual litigation costs and expenses in the amount of Eleven Thousand One Hundred Eighty-Five Dollars and Thirty-Eight Cents ($11,185.38); (3) General Release Fee in the amount of Ten Thousand Dollars and Zero Cents ($10,000.00); and (4) Settlement Administration Costs, not to exceed Seven Thousand Dollars and Zero Cents ($7,000.00).

16. After the above-estimated amounts are deducted from the Gross Settlement Amount, the Net Settlement Amount will amount to approximately Three Hundred Ninety-Four Thousand Three Hundred Fourteen Dollars and Sixty-Two Cents ($394,314.62), of which seventy-five percent (75%), or Two Hundred Ninety-Five Thousand Seven Hundred Thirty-Five Dollars and Ninety-Six Cents ($295,735.96), will be paid to the LWDA ("LWDA Payment"), and twenty-five percent (25%), or Ninety-Eight Thousand Five Hundred Seventy-Eight Dollars and Sixty-Six Cents ($98,578.66), will be distributed and paid to Aggrieved Employees ("Employees' Portion").

17. No later than seven (7) calendar days after the Court's order granting approval of the Settlement, Defendants will provide the Settlement Administrator with a list of all Aggrieved Employees, containing the following information for each Aggrieved Employee: (i) first and last name; (ii) last known address; (ii) last known telephone number; (iv) Social Security number; and (5) number of Pay Periods (collectively, "Aggrieved Employees List").

18. By March 31, 2026 or five (5) business days after the Court grants approval of the Settlement Agreement, whichever is later, Defendants will transmit the Gross Settlement Amount to a qualified settlement account established by the Settlement Administrator for administration of the Settlement.

19. No later than seven (7) business days after the Settlement Administrator receives the Aggrieved Employees List and Gross Settlement Amount, the Settlement Administrator will disburse the: (1) Individual PAGA Payments (along with the Cover Letter in English and Spanish) to the Aggrieved Employees; (2) Attorneys' Fees and Costs to Plaintiff's Counsel; (3) General Release Fee to Plaintiff; (4) Settlement Administration Costs to itself; and (5) LWDA Payment to the LWDA.

20. The Individual PAGA Payment checks issued to Aggrieved Employees will remain valid for one hundred eighty (180) calendar days, and thereafter, will be canceled. Funds associated with such canceled checks will 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 their respective Individual PAGA Payment(s).

21. If the actual number of Pay Periods is more than ten percent (10%) above 18,768, then the Gross Settlement Amount will automatically increase by the percentage that the actual number exceeds 20,645 Pay Periods.

The Agreement is Fair and Reasonable and Took Into Consideration the Strengths and Weaknesses of Plaintiff's Claims and the Defenses thereto, as well as the Risks and Benefits of the Agreement

22. Here, the Agreement is presumptively fair because: (1) it occurred after counsel for the Parties engaged in significant investigation to evaluate the strength and potential value of the PAGA claims, and the risks of litigating these claims through trial; and (2) it was negotiated at great length and effort by counsel with significant experience in similar complex labor and employment matters.

23. This case and settlement address important employee protections embodied in the California Labor Code. Plaintiff's core allegations are that Defendants systematically violated the California Labor Code by, *inter alia,* failing to properly pay wages for all hours worked, failing to pay overtime at the correct rate, failing to provide compliant meal and rest periods, failing to pay premiums

at the correct rate of pay, failing to timely pay wages during employment and upon termination, failing to maintain accurate payroll records, failing to provide accurate wage statements, and failing to reimburse necessary business expenses.

24. Defendants maintained several defenses to Plaintiff's theories of liability, which, if successfully argued and proven, had the potential to eliminate or substantially reduce recovery. Throughout this litigation, Defendants maintained, and continue to maintain, that they had, and continue to have, compliant employment policies and practices throughout the time period at issue. Defendants deny that they ever violated any provision of the California Labor Code, including, but not limited to, those sections for which Plaintiff seeks penalties under PAGA. Defendants further denied, and continue to deny, that the lawsuit is appropriate for representative treatment for any purpose other than settlement. Defendants also challenged Plaintiff's standing as an aggrieved employee and denied that any of Defendants' other employees whom Plaintiff seeks to represent are aggrieved. Defendants 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."

25. Even if violations of the California Labor Code occurred, which Defendants deny, Defendants contended that said violations would only be considered "initial violations" and thus heightened "subsequent violation" penalties were not warranted.

26. Defendants also contended that, with respect to PAGA claims, 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.

27. While Plaintiff maintains that his PAGA claims have merit, in reaching the Agreement, Plaintiff and his counsel took 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 Agreement achieves a sizeable benefit obtained.

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28. As set forth in the Motion, the California Labor Code does not set forth the criteria by which a PAGA settlement is to be evaluated; it is presumed that a reviewing court may take into consideration some of the factors that courts use when reviewing a class action settlement.[1] "[A] PAGA claim asserted on a non-class representative basis...is not considered a class action but a law enforcement action, and therefore does not have to meet the requirements of [a class action]." *Casida v. Sears Holdings Corp.*, 2012 U.S. Dist. LEXIS 9302 at *8 (E.D. Cal. Jan. 25, 2012). However, a discussion of the strengths and weaknesses of each claim, along with an estimate of the total potential recovery is as follows:

i. Unpaid Wages

29. Plaintiff alleged that Defendants failed to compensate Plaintiff and the Aggrieved Employees at their applicable minimum, regular, and overtime rates for their work, and failed to compensate them for all hours that they worked. Plaintiff further alleged that Defendants required Plaintiff and the other Aggrieved Employees to perform work off-the-clock. For example, Plaintiff alleged that Defendants required employees to arrive at least 5-10 minutes early prior to clocking in so that they could obtain and out on uniforms that were kept on-site and be ready to begin work by the start of their shift time. Similarly, Plaintiff alleged that employees often had to clock out first before they could take their uniforms off. This doffing process would often require employees to stay at least 5-10 minutes after clocking out to take their uniforms off and to drop them off at the laundry room. by requiring them to report to work before their scheduled start time but failing to compensate them for that time and perform work after clocking out at the end of their shifts. Additionally, Plaintiff alleged that Defendants rounded employees' time in a manner which was entirely in favor of Defendants and to the detriment of the employees.

30. Defendants denied these claims, arguing that their overtime policies and practices comply with California. Defendants further contended that their non-exempt employees were responsible for accurately recording their own hours and that they were not aware that any work had been performed off-the-clock. Additionally, Defendants argued that any rounded time was in favor of

[1] As this is not a class action, the *Kullar* factors pertaining to the risk of maintaining class action status through trial and the reaction of class members to the proposed settlement are inapplicable.

the Aggrieved Employees. Indeed, Plaintiff's analysis revealed that rounding only affected 30.9% of the pay periods and only occurred up until September 2023.

31. If a violation was found to have occurred in every one of the aggregate pay periods within the relevant time period, the potential maximum exposure for this claim would be $1,876,800.00.[2]

ii. Meal Periods

32. Plaintiff asserted that Defendants failed to provide employees with lawful meal periods. For example, Plaintiff reported that he and the other employees were unable to take their full 30 minute meal breaks due to the location of the break room and the placement of the timeclocks, such that it would take approximately five minutes to go up the flight of stairs to the top floor of a two-story building to get to the break room. Additionally, Plaintiff reported that he and the other employees would cut their meal breaks short so that they had time to wait in line to clock back in at the only timeclock, which could take up to 12 minutes.

33. Defendants argued that the Aggrieved Employees were permitted, if not encouraged, to take their meal breaks. Defendants also argued that their written meal break policy was lawful and employees' time records reflected that they took lawful meal periods. Indeed, Plaintiff's analysis revealed only a 29.5% unique meal break violation rate net of meal period premiums paid. Moreover, litigating the meal period claims would be inherently difficult as it would need to be proven that compliant meal periods were not provided, but time records would not indicate whether or not a meal period was interrupted.

34. If a violation was found to have occurred in every one of the aggregate pay periods within the relevant time period, the potential maximum exposure for this claim would be $1,876,800.00.

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[2] While the California Labor Code provides for $100 for the first violation and up to $250 for each subsequent violation (depending on the underlying violation), Plaintiff used this simple computation of the total number of aggregate pay periods times a $100 penalty for analysis purposes only to account for the argument that the imposition of PAGA penalties is discretionary and courts have the power to reduce or assess penalties based on the specifics of each case.

iii. Rest Periods

35. Plaintiff argued that Defendants failed to schedule, permit, or authorize compliant rest periods. For example, Plaintiff reported that he and the other employees were instructed to take their first 10-minute rest break almost immediately after clocking into work. If work was slow, employees would be sent to take their meal break immediately after their first rest break. Once work picked up, employees would be required to work 6-7 hours straight without another rest break until it was time for employees to clock out of their shift. It was only near the end of their shifts that employees were given their second 10-minute rest break. This scheduling forced employees to forgo their second 10-minute rest break so that they can clock out and go home. This practice often meant that employees would not be paid for their last 10-minute rest break. However, Defendants argued that they complied with their rest break policies and afforded employees full, uninterrupted, 10-minute rest breaks. Additionally, Plaintiff faced the challenge of having to prove each alleged rest period violation with only testimony from Aggrieved Employees.

36. If a violation was found to have occurred in every one of the aggregate pay periods within the relevant time period, the potential maximum exposure for this claim would be $1,876,800.00.

iv. Unreimbursed Business Expenses

37. Plaintiff alleged that Aggrieved Employees incurred necessary business expenses that were never fully reimbursed by Defendants, including the purchase of cleaning supplies, hoses, and wrenches for work-related purposes.

38. Defendants contended that they had a policy and practice of reimbursing employees for necessary business-related expenses. Defendants further contended that, with respect to the alleged expenses for which Plaintiff and Aggrieved Employees never requested reimbursement from Defendants, they did not know and had no reason to know that alleged business-related expenses had been incurred.

39. If a violation was found to have occurred in every one of the aggregate pay periods within the relevant time period, the potential maximum exposure for this claim would be $1,876,800.00.

v. Derivative Claims

40. As with all derivative claims, success depends on the success of the underlying claims. Here, Plaintiff's claims for inaccurate wage statements, failure to pay all wages due during employment and upon termination, and failure to keep requisite payroll records would only succeed if the underlying claims for failure to pay wages for off-the-clock work, failure to pay overtime, and failure to pay premiums for all meal and rest periods not lawfully provided were successful. Therefore, these claims were subject to the same risks of failure as discussed above.

41. Again, if a violation was found to have occurred in every one of the aggregate pay periods within the relevant time period, the potential maximum exposure for this claim would be $1,876,800.00.

vi. Total PAGA Penalties

42. Plaintiff's Counsel considered information obtained through investigations and obtained from Plaintiff and Aggrieved Employees, as well as data provided by Defendants, and created valuation models. Based thereon and assuming that the Court would be satisfied that the PAGA claims were susceptible to being efficiently tried and adjudicated on a representative basis, and that it could be shown that civil penalties under the California Labor Code are owed of one penalty per pay period during the relevant time period, Defendants' estimated total exposure in theory would exceed several million dollars. However, Plaintiff's Counsel 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. Based thereon and the application of one penalty per pay period in the relevant time period, the estimated total exposure was $1,876,800. Plaintiff's Counsel then considered the defenses asserted, information and evidence obtained, and circumstances in this case, which posed risks to representative adjudication and monetary recovery. Accordingly, a discount of 40% was applied to account for the risks associated with proving the underlying violations and the cost and delay in recovering the alleged potential penalties (bringing the value of this claim closer to $1,126,080), and a discount of 40% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of this claim closer to $675,648). In light thereof, the Gross Settlement Amount of $650,000

is a significant settlement.

The Amount in the Settlement Agreement

43. The Net Settlement Amount is currently estimated to be Three Hundred Ninety-Four Thousand Three Hundred Fourteen Dollars and Sixty-Two Cents ($394,314.62). After all deductions from the Gross Settlement Amount are made for the Attorneys' Fees and Costs, General Release Fee, and Settlement Administration Costs, Two Hundred Ninety-Five Thousand Seven Hundred Thirty-Five Dollars and Ninety-Six Cents ($295,735.96) (i.e. 75% of the Net Settlement Amount) will go to the LWDA, and Ninety-Eight Thousand Five Hundred Seventy-Eight Dollars and Sixty-Six Cents ($98,578.66) (i.e. 25% of the Net Settlement Amount) will go to the Aggrieved Employees, as required by California Labor Code § 2699(i) in effect at the time of this matter ("civil penalties recovered by aggrieved employees shall be distributed as follows: 75 percent to the Labor and Workforce Development Agency . . . and 25 percent to the aggrieved employees."). There is no reason to doubt the fairness of the proposed plan of allocation of the Net Settlement Amount as it fully complies with California Labor Code section 2699(i).

44. The Settlement Agreement is a compromise of highly disputed claims. Plaintiff and his counsel recognize the expense and length of continued proceedings necessary to litigate the matter through trial and any possible appeals. Plaintiff and his counsel have also taken into account the uncertainty and risk of the outcome of further litigation, and the difficulties and delays inherent in such litigation. Plaintiff and his counsel are also aware of the burdens of proof necessary to establish liability, both generally and in response to Defendants' defenses thereto, and the difficulties in establishing Defendants' liability for, and the right to recover, penalties on behalf of Plaintiff, the State of California, and other Aggrieved Employees. Plaintiff and his counsel have also taken into account Defendants' agreement to enter into a settlement that confers significant relief upon the Aggrieved Employees and the State of California. Considering all of the facts in this case, Plaintiff and his counsel have determined that the Agreement represents a fair, adequate, and reasonable resolution of the PAGA claims, and that it is in the best interests of the Aggrieved Employees and the State of California.

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45. The result achieved in this case is well within the range of what is considered an acceptable settlement under the circumstances, especially when compared to the settlement of PAGA claims in other cases.

The Agreement was Negotiated by Experienced Counsel

46. In the view of Plaintiff's Counsel, the benefits conferred by the Agreement are eminently fair and reasonable, and in the best interests of the State of California and the Aggrieved Employees in light of the risk, delay, and uncertainty of continued litigation and the substantial monetary benefits provided for by the Agreement.

47. Here, the extent of informal discovery conducted was sufficient to enable Plaintiff's Counsel to evaluate the strength and value of the PAGA claims for purposes of settlement. The settlement negotiations were conducted by highly capable and experienced counsel. Plaintiff's Counsel are respected members of the bar with strong records of vigorous and effective advocacy, and are experienced in handling complex wage and hour class action litigation. Accordingly, Plaintiff's Counsel had sufficient information and experience to act intelligently in negotiating the Agreement.

The Requested Attorneys' Fees are Fair and Reasonable

48. Plaintiff's Counsel's application for an attorneys' fee award in light of the facts and circumstances surrounding this matter is well-within the range of reasonableness. Plaintiff's Counsel has vigorously litigated this case since it was commenced, with the very real possibility of an unsuccessful outcome and no fee recovery of any kind.

49. In the present case, Plaintiff's Counsel has borne all of the risks and costs of litigation and will not receive any compensation until recovery is obtained. Plaintiff's Counsel is experienced in complex wage-and-hour litigation and used that experience to obtain a favorable result for Plaintiff, the Aggrieved Employees, and the State of California. Considering the amount of fees requested, work performed, risks incurred, and experience of Plaintiff's Counsel in handling similar matters, Plaintiff maintains that the requested attorneys' fee award of thirty-five percent (35%) of the Gross Settlement Amount (i.e., $227,500.00) are reasonable and should be awarded.

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50. The effectiveness of Plaintiff's Counsel's prosecution of this matter has translated into tangible monetary benefits for the Aggrieved Employees as follows: (1) Aggrieved Employees will obtain monetary recovery over a relatively short period of time, as opposed to waiting additional years for the same, or potentially worse, result; (2) a guaranteed result that compares favorably with other representative PAGA actions of this type, given the strengths and weaknesses of the case; and (3) significant savings in Plaintiff's Counsel's fees and/or costs that would have only increased significantly had the case progressed through trial and/or appeals.

51. Plaintiff's Counsel is experienced in complex representative and class action wage-and-hour litigation. Blackstone Law, APC ("Blackstone") has been counsel of record on several class action and PAGA actions that have since been resolved, the most recent of which are attached hereto as **Exhibit 4**. The attorneys who worked on the Action are all experienced in litigating wage and hour matters as follows:

a. Jonathan M. Genish is the founder of Blackstone. He received his law degree from Benjamin N. Cardozo School of Law and was admitted to the California State Bar in 2008. During law school, he clerked at the litigation firm Oved & Oved, LLP and was published several times in various small publications. Upon graduation, he was rehired by Freedman & Taitelman, LLP as an associate and remained employed there from September 2008 through August 2015. During his tenure, he managed hundreds (perhaps thousands) of complex litigation cases, ranging from employment, corporate, entertainment, and general business litigation matters, though his primary area of expertise was employment, both single plaintiff and representative actions. On the vast majority of those cases, he was the only or primary attorney managing the case and thus obtained extensive experience. In that capacity, he conducted wage and hour and wrongful termination labor and employment intakes; was the primary contact for all clients; took and defended hundreds (if not thousands) of depositions; propounded and responded to all discovery; prepared and opposed all motions and pleadings, including dispositive and certification motions; strategized on all cases; attended all hearings; attended all mediations; coordinated with class action administrators; prepared and worked with experts; first and second chaired multiple trials and arbitrations; and engaged in all other intricate facets of litigation. During that time, he represented a wide range of clients from sole proprietorships to Fortune 500 companies in state, federal, complex, and appellate courts. Many of the cases he managed were highly publicized, with articles written about them in the Los Angeles Times, Deadline, The Hollywood Reporter, Business Insider, Law360, and others. Super Lawyers has regularly honored him as a Southern California Rising Star since 2012. He is currently the managing partner of Blackstone overseeing roughly 500 labor and employment cases, approximately 80% of which include a wage and hour component. The majority of those cases are wage-and-hour putative class actions or representative PAGA actions seeking relief on behalf of thousands of California employees. His billable rate is $1,150, which is well within the prevailing rate for attorneys with his experience in this area of practice in Southern California.

b. Miriam L. Schimmel is a 28-year litigator who joined Blackstone in June 2022, following ten years of working with two well-known plaintiff-side wage and hour law firms in Los Angeles. She obtained her Bachelor of Arts degree in Political Science from the University of California at Los Angeles in 1992. Thereafter, she received her law degree from Loyola Law School in 1996 and was admitted to the California State Bar in December 1996. Since her admission to the Bar, she has devoted her practice to a wide variety of litigation matters on both the plaintiff and defense side, including general business, toxic tort, medical device, and pharmaceutical matters. Since 2010, her practice has been devoted almost entirely to employment litigation consisting of wage and hour class actions and representative actions pursuant to PAGA, as well as individual actions based on violations of the Fair Employment and Housing Act ("FEHA"). Approximately 75% of her work in this regard has been on behalf of employees (plaintiffs), while the remaining 25% was on behalf of employers/businesses. On many of those cases, she was the senior lead attorney managing the litigation and overseeing other attorneys. In that capacity, she obtained extensive experience analyzing potential wage and hour and wrongful termination claims for viability; took and defended hundreds of depositions; propounded and responded to discovery; prepared and opposed a wide variety of motions and pleadings, including dispositive and certification motions, as well as settlement approval motions; strategized on all cases; participated in and directed communication with class members; attended hearings; led and participated in mediations; coordinated with class action administrators; prepared and worked with experts; and engaged in all other related aspects of litigation in state, federal, complex, and appellate courts. Her billable rate is $1,050, which is well within the prevailing rate for attorneys with her experience in this area of practice in Southern California.

c. Joana Fang is a highly skilled eight-year lawyer who is part of the team at Blackstone that litigated this matter. She is a 2015 graduate of Loyola Law School, and a 2011 graduate of University of California, Berkeley where she was a double major in Legal Studies and Media Studies. Since passing the Bar, Ms. Fang has exclusively represented plaintiffs in wage and hour litigation, as well as catastrophic injury complex litigation. She is admitted to the State of California, all federal district courts of California, and the U.S. Court of Appeals for the 9th Circuit. She was most recently recognized as a 2025 Southern California Rising Star by Super Lawyers. Her hourly rate of $750 is reasonable based on her education and experience and is in line with the market rate.

d. I joined Blackstone from a highly reputable employment law firm. I graduated from the University of California, Los Angeles with a Bachelor of Arts degree in 2016 and from New England Law | Boston with a Juris Doctor degree in 2019. She was admitted to the State Bar of California in December of 2019 and the State Bars of New York and New Jersey in 2023. I am additionally licensed in all federal district courts of California. I have worked on many wage and hour class action and PAGA representative matters, and my work has included, *inter alia*, researching and drafting pleadings, administrative notice exhaustion, drafting, negotiating, and finalizing stipulations and settlement agreements, engaging in motion practice, claims evaluation and analysis, and making court appearances. I manage the post-settlement department at Blackstone. In that capacity, I oversee and handle over 100 wage-and-hour putative class actions and/or representative actions under PAGA that are in settlement. My hourly rate of $750 is reasonable based on my education and experience and is in line with the market rate.

e. Jared C. Osborne joined Blackstone also from a highly reputable employment law firm. He graduated from New York University with a Bachelor of Arts degree in 2009 and from University of Southern California Gould School of Law (USC) with a Juris Doctor degree in 2020. While at USC, he was an Executive Senior Editor on the Southern California Law Review and graduated in the top 10% of his class. He was admitted to the State Bar of California in February 2021. Since his admittance, he has worked exclusively as a Plaintiff's side employment attorney handling both individual and class action cases. He was most recently recognized as a 2025 Southern California Rising Star by Super Lawyers. His hourly rate of $650 is reasonable based on his education and experience and is in line with the market rate.

f. James S. Winn Jr. recently joined Blackstone. He received his Bachelor's degree from University of California, Santa Barbara in 2018 and Juris Doctor degree from University Pacific, McGeorge School of Law in 2022. He was admitted to the State Bar of California in 2023. His hourly rate of $550 is reasonable based on his education and experience and is in line with the market rate.

52. Blackstone has spent approximately 237.70 total hours litigating this matter. To date, our total fees incurred amount to $209,835. Each attorney who worked on this matter engaged in a multitude of tasks, including communicating with the client and defense counsel; investigating the facts and researching appliable legal issues; drafting pleadings and discovery; reviewing documents; preparing for and attending mediation; and facilitating the settlement by negotiating the settlement documents and drafting documents for obtaining settlement approval. A summary of Blackstone's lodestar for each attorney who worked on this matter is as follows:

Attorney	**Position**	**Hours**	**Rate**	**Total**
Jonathan M. Genish	Managing Partner	32.70	$1,150	$37,605
Miriam L. Schimmel	Senior Counsel	75.10	$1,050	$78,855
Joana Fang	Senior Associate	59.30	$750	$44,475
Alexandra Rose	Senior Associate	45.20	$750	$33,900
Jared C. Osborne	Associate	10.30	$650	$6,695
James S. Winn Jr.	Associate	15.10	$550	$8,305

53. We expect to spend an additional 10 hours ($10,500) in connection with finalizing the Motion, preparing for the approval hearing, and managing the Agreement through its conclusion, including anticipated communications with defense counsel, the Settlement Administrator, and our client. Based thereon, the total amount of Plaintiff's Counsel fees through closure of this matter are estimated to be approximately $220,335.

///

The Requested Attorneys' Costs and Expenses are Fair and Reasonable

54. The Agreement provides for reimbursement of litigation costs and expenses of up to Fifteen Thousand Dollars and Zero Cents ($15,000.00). Plaintiff's Counsel seeks reimbursement of a total of Eleven Thousand One Hundred Eighty-Five Dollars and Thirty-Eight Cents ($11,185.38) in litigation costs and expenses. A true and correct itemized list of Blackstone's litigation costs and expenses is attached hereto as **Exhibit 5**. This amount was reasonable and necessary in the prosecution of this matter.

The Settlement Administration Costs are Fair and Reasonable

55. As set forth in the Settlement Agreement, the Parties have agreed to retain, subject to approval by the Court, ILYM Group, Inc., to handle the administration of the Agreement. The Settlement Administration Costs allocated in the Settlement Agreement are Seven Thousand Dollars and Zero Cents ($7,000.00), which provides a cushion of costs in case any unexpected costs come up. These costs include, but are not limited to, expenses for preparing, translating, printing, and mailing the Cover Letter and Individual PAGA Payment checks to the Aggrieved Employees, re-mailing the returned Individual PAGA Payment checks to any new addresses obtained, and handling inquiries from Aggrieved Employees regarding the Agreement, among other things. Accordingly, the Court should grant approval of the Settlement Administration Costs in the amount of the Settlement Administrator's actual costs *up to* Seven Thousand Dollars and Zero Cents ($7,000.00) to ILYM Group, Inc., a necessary third-party for handling the settlement process.

The General Release Fee Is Fair and Reasonable

56. As part of the Settlement Agreement, Plaintiff respectfully requests a reasonable General Release Fee of Ten Thousand Dollars and Zero Cents ($10,000.00) to Plaintiff. This General Release Fee is eminently reasonable given the time and effort Plaintiff spent on this matter, his services on behalf of the State of California and the Aggrieved Employees, and his broader, general release of claims.

57. By initiating and pursuing the Action, Plaintiff stepped into the shoes of the State of California and undertook the responsibilities of serving in a representative capacity. Plaintiff was available whenever Plaintiff's Counsel needed him and actively tried to obtain information that would

benefit the prosecution of the Action.

58. Accordingly, Plaintiff respectfully submits that it is appropriate and just for Plaintiff to receive a General Release Fee in the amount of Ten Thousand Dollars and Zero Cents ($10,000.00) in addition to the Individual PAGA Payment he will receive as an Aggrieved Employee, for his services on behalf of the State of California and the other Aggrieved Employees, as well as for his broader, general release of claims.

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

Executed on August 12, 2025, at Jersey City, New Jersey.

Alexandra Rose

EXHIBIT 1

BLACKSTONE LAW

8383 Wilshire Blvd., Suite 745
Beverly Hills, CA 90211
Phone: (310) 622-4278
Fax: (855) 786-6356

Miriam Schimmel
mschimmel@blackstonepc.com

June 7, 2023

PAGA Claim Notice Via Online Electronic Submission
California Labor & Workforce Development Agency
800 Capitol Mall, Suite 5000 (MIC-55)
Sacramento, CA 95814
https://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html

RE: ***Daniel Ochoa-Lopez v. Cortech West Staffing LLC and Divine Pasta Company***

Dear Representative:

This office represents Daniel Ochoa-Lopez ("Claimant") with respect to his claims under the California Labor Code against Cortech West Staffing LLC and Divine Pasta Company (including any and all affiliates, subsidiaries, parents, directors, and officers thereof) (collectively referred to herein as "Employers"). This letter is being sent simultaneously to Employers by certified mail.

Employers employed Claimant from approximately May 2022 to September 2022 as a non-exempt, hourly-paid employee. During his employment with Employers, Claimant was employed as a Sanitation Worker at its location at 550 Ceres Ave, Los Angeles, CA 90013.

Claimant intends to bring a representative action seeking penalties for violations of the California Labor Code which are recoverable under the Labor Code Private Attorneys General Act of 2004, California Labor Code section 2698, *et seq*. ("PAGA"). Claimant is seeking penalties on behalf of himself and in a representative capacity on behalf of the State of California and all current and former hourly-paid and/or non-exempt employees who worked for Employers in the State of California during the relevant statutory period ("Aggrieved Employees"). This letter is being sent in compliance with California Labor Code section 2699.3 and shall serve as Claimant's notice of the provisions of the California Labor Code alleged to have been violated, including the facts and theories in support thereof.

As detailed below, Employers violated several of California's wage and hour laws during Claimant's employment, including but not limited to California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, 2802, and the Industrial

Welfare Commission Wage Orders ("IWC Wage Order") including, *inter alia*, IWC Wage Order No. 1-2001. The claims made on behalf of Claimant and Aggrieved Employees are based upon the following facts and theories:

1. FAILURE TO PAY FOR ALL TIME WORKED AT CORRECT RATES OF PAY, INCLUDING MINIMUM WAGES, STRAIGHT TIME WAGES, AND OVERTIME COMPENSATION

Employers have engaged in numerous unlawful practices which resulted in the failure to pay Claimant and other Aggrieved Employees for all time worked at the correct rates of pay, including minimum wages, straight time wages, and overtime compensation.

California Labor Code sections 1194, 1197, and 1197.1 and IWC Wage Order No. 1-2001 require employers to pay at least the legal minimum wage to their employees. California Labor Code sections 510 and 1198 and IWC Wage Order No. 1-2001 further require employers to pay no less than one and one-half times the regular rate of pay of the employee for hours worked in excess of eight (8) hours in one workday, for hours worked in excess of forty (40) hours in one workweek, and for the first eight (8) hours worked on the seventh day of work in any one workweek, and to pay no less than twice the regular rate of pay of the employee for hours worked in excess of twelve (12) hours in one workday and for any work in excess of eight (8) hours on any seventh day of a workweek.

Throughout the relevant time period, Employers regularly required Claimant and other Aggrieved Employees to perform work off-the-clock. This off-the-clock work included, amongst other things, requiring Claimant and other Aggrieved Employees to provide cleaning services to Employers, such as sweeping, washing the factory floors, and ensuring the cleanliness of the machines during purported meal periods. Employers failed to compensate Claimant and other Aggrieved Employees for any of this off-the-clock work, in violation of California law.

In addition, Employers utilized time rounding practices that resulted in the systematic underpayment of wages (including minimum wages, straight time wages and overtime wages) to Claimant and Aggrieved Employees.

Employers also failed to accurately record the actual time worked by Claimant and Aggrieved Employees. Moreover, the uncompensated work described herein was often performed when Claimant and other Aggrieved Employees had already worked eight (8) hours in a day and/or forty (40) hours in week resulting in a failure to pay overtime compensation. Finally, Employers failed to pay overtime to Claimant and Aggrieved Employees for all overtime hours worked based on regular rates of pay correctly calculated to include all applicable remuneration, including non-discretionary commissions, non-discretionary bonuses, and non-discretionary performance pay.

As a result of the foregoing practices, Employers have failed to pay Claimant and other Aggrieved Employees for all wages earned at the correct rates of pay, including minimum wages, straight time wages, and overtime compensation. Accordingly, Employers violated IWC Wage

Order No. 1-2001 and California Labor Code sections 204, 510, 1194, 1197, 1197.1 and 1198.

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to paragraph 20(A) of IWC Wage Order No. 1-2001; penalties pursuant to California Labor Code sections 558, 1197.1, and 1199; and attorneys' fees and costs.

2. FAILURE TO PROVIDE MEAL PERIODS AND PAY MEAL PERIOD PREMIUMS

California law requires employers to provide employees with an opportunity to take an uninterrupted meal period of no less than thirty (30) minutes before the end of the fifth hour of work when an employee works more than five (5) hours in a day. Cal. Lab. Code §§ 226.7, 512(a). A second meal period of no less than thirty (30) minutes must be provided before the end of the tenth hour of work when an employee works more than ten (10) hours in a day. Cal. Lab. Code §§ 226.7, 512(a). When an employer fails to provide a meal or rest period, an hour of pay at the employee's regular rate of compensation is owed to the employee. Cal. Lab. Code § 226.7(c).

During the relevant time period, Employers failed to provide Claimant and other Aggrieved Employees with legally-compliant 30-minute meal periods. Claimant and other Aggrieved Employees were required by Employers to work more than five (5) hours per day, but were not provided with uninterrupted 30-minute meal periods. Further, Claimant and other Aggrieved Employees were not provided with a second uninterrupted 30-minute meal period when they worked over ten (10) hours per day. Employers regularly required Claimant and other Aggrieved Employees to work through their first and second meal periods, to take their first meal period after their fifth (5^{th}) hour of work, and/or to take their second meal periods after their tenth (10^{th}) hour of work. Meal periods, when provided, were oftentimes interrupted or cut short.

Employers' policies, practices, and procedures were responsible for the violations alleged above and prevented Claimant and other Aggrieved Employees from taking timely, complete and duty-free meal periods because, amongst other reasons: (1) Employers did not have legally-compliant policies regarding the provision and timing of meal periods or systematically disregarded its own purported meal period policies; (2) Employers' management at various levels failed and refused to implement and enforce legally compliant meal period policies and practices; (3) Employers failed to adequately inform and train Claimant and other Aggrieved Employees regarding their right to take timely, uninterrupted, and duty-free meal periods; (4) Employers failed to adequately inform and train Claimant and other Aggrieved Employees about their right to premium wages for non-compliant meal periods; (5) Employers failed to ensure that there was adequate staffing to allow Claimant and other Aggrieved Employees to take timely, uninterrupted, and duty-free meal periods; (6) Employers required Claimant and other Aggrieved Employees to respond to work-related requests at all times, including during meal periods; and (7) Employers' policy and culture prevented Claimant and other Aggrieved Employees from taking timely, uninterrupted, and duty-free meal periods because of the priority placed on maximizing profits over employees’ right to receive timely, uninterrupted, and duty-free meal periods.

Claimant and other Aggrieved Employees did not receive an extra hour of wages at their regular rate of pay for the meal periods which were not provided to them in compliance with California law.

Accordingly, Employers violated IWC Wage Order No. 1-2001 and California Labor Code sections 226.7, 512(a) and 1198.

Claimants and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to paragraph 20(A) of IWC Wage Order No. 1-2001; penalties pursuant to California Labor Code sections 558 and 1199; and attorneys’ fees and costs.

3. FAILURE TO AUTHORIZE AND PERMIT REST PERIODS AND PAY REST PERIOD PREMIUMS

California law requires employers to authorize and permit employees to take an uninterrupted rest period of no less than ten (10) minutes must for every four (4) hours, or major fraction thereof, worked. Cal. Lab. Code § 226.7. When an employer fails to authorize and permit a rest period, an hour of pay at the employee’s regular rate of compensation is owed to the employee. Cal. Lab. Code § 226.7(c).

Employers failed to authorize and permit Claimant and other Aggrieved Employees to take legally-compliant 10-minute rest periods. Employers required Claimant and other Aggrieved Employees to work through rest periods. Claimant and Aggrieved Employees were not provided with uninterrupted, duty-free rest periods when they worked more than four (4) hours or a major fraction thereof. Further, Claimant and other Aggrieved Employees were not provided with a second uninterrupted, duty-free rest period when they worked more than six (6) hours in a day, or a third uninterrupted, duty-free rest period after working more than ten (10) hours in day. In the rare event that a rest period was taken, it was frequently interrupted or cut short. Moreover, Claimant and other Aggrieved Employees were not completely relieved of duty as required by *Augustus v. ABM Security Services, Inc.,* 2 Cal.5th 257 (2016).

Employers’ policies, practices, and procedures were responsible for the violations alleged above and prevented Claimant and other Aggrieved Employees from taking timely and complete rest periods because, amongst other reasons: (1) Employers did not have legally-compliant policies regarding the provision and timing of rest periods or systematically disregarded its own purported rest period policies; (2) Employers’ management at various levels failed and refused to implement and enforce legally compliant rest period policies and practices; (3) Employers failed to adequately inform and train Claimant and other Aggrieved Employees regarding their right to take timely, uninterrupted, and duty-free rest periods; (4) Employers failed to adequately inform and train

Claimant and other Aggrieved Employees about their right to premium wages for non-compliant rest periods; (5) Employers failed to ensure that there was adequate staffing to allow Claimant and other Aggrieved Employees to take timely, uninterrupted, and duty-free rest periods; (6) Employers required Claimant and other Aggrieved Employees to respond to work-related requests at all times, including during rest periods; and (7) Employers' policy and culture prevented Claimant and other Aggrieved Employees from taking timely, uninterrupted, and duty-free rest periods because of the priority placed on completing job requirements over employees' right to receive rest periods.

Claimant and other Aggrieved Employees did not receive an extra hour of wages at their regular rate of pay for the rest periods which were not provided to them in compliance with California law.

Accordingly, Employers violated IWC Wage Order No. 1-2001 and California Labor Code sections 226.7, and 1198.

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to paragraph 20(A) of IWC Wage Order No. 1-2001; California Labor Code sections 558 and 1199 penalties; and attorneys' fees and costs.

4. FAILURE TO TIMELY PAY WAGES DURING EMPLOYMENT

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, Employers have failed to timely pay all wages earned because Claimant and other Aggrieved Employees were not paid all the wages they were owed including, *inter alia,* overtime compensation, straight time wages, minimum wages, and meal and rest period premiums. Accordingly, Employers violated California Labor Code section 204(a).

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to Labor Code section 2699; penalties pursuant to California Labor Code sections 210 and 1199; and attorneys' fees and costs.

5. FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS

California Labor Code section 226(a) requires an employer semimonthly or at the time of each payment of wages to furnish wage statements to its employees setting forth, *inter alia*, (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, and (8) the name and address of the legal entity that is the employer.

As a result of the practices described herein, the wage statements provided to Claimant and other Aggrieved Employees failed to include the actual hours worked (including time spent working off-the-clock), the actual gross wages earned (including wages owed for time spent working off the clock and meal and rest period premiums), and the correct rates of pay. The wage statements provided to Claimant and other Aggrieved Employees also failed to include the name of the legal entity that employed Claimant and the Aggrieved Employees. Accordingly, Employers violated California Labor Code section 226(a).

Claimant and Aggrieved Employees will therefore seek PAGA default penalties; penalties pursuant to California Labor Code section 226.3; and attorneys' fees and costs.

6. FAILURE TO MAINTAIN ACCURATE RECORDS

California Labor Code section 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, Employers have failed to maintain accurate records relating to Claimant and other Aggrieved Employees' work periods, meal periods, total daily hours worked, and total hours worked per payroll period. Accordingly, Employers violated IWC Wage Order No. 1-2001 and California Labor Code sections 1198.5 and 1174(d).

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to paragraph 20(A)20(A) of IWC Wage Order No. 1-2001; California Labor Code section 1174.5 penalties; and attorneys' fees and costs.

7. FAILURE TO REIMBURSE NECESSARY EXPENDITURES

California Labor Code sections 2800 and 2802 require an employer to reimburse its employees 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. IWC Wage Order No. 1-2001 requires employers to provide employees with the tools or equipment necessary for the performance of their job. During the relevant time period, Claimant and Aggrieved Employees incurred necessary business-related expenses and costs that were not fully reimbursed by Employers. These costs include but are not limited to the purchase of cleaning supplies, purchase of work uniforms, and the usage of personal cell phones for work-related purposes.

Accordingly, Employers violated IWC Order No. 1-2001 and California Labor Code sections 2800 and 2802. Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to paragraph 20(A) of IWC Wage Order No. 1-2001; and attorneys' fees and costs.

8. FAILURE TO TIMELY PAY ALL WAGES UPON TERMINATION OF EMPLOYMENT

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, upon the termination of employment (including but not limited to when they were temporarily laid off, laid off, discharged, and/or resigned), Aggrieved Employees were not paid all wages due to them within twenty-four (24) hours or even within seventy-two (72) hours for those who resigned. Specifically, as a result of Employers' practices of requiring Aggrieved Employees to work off-the-clock without compensation, failing to pay proper overtime compensation, unlawful rounding practices, failure to properly calculate regular rates, and failure to accurately record all hours actually worked, Employers failed to pay Aggrieved Employees for all straight time wage, minimum wages and overtime compensation owed to them upon termination of their employment. Employers also failed to pay Aggrieved Employees for meal period premiums and rest period premiums they were owed, amongst other wages. Accordingly, Employers violated California Labor Code sections 201 and 202.

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to California Labor Code sections 203 and 1199; and attorneys' fees and costs.

Employers are in direct violation of numerous California wage and hour laws including but not limited to said sections stated above. We hereby provide notice under the California Labor Code Private Attorneys General Act of 2004, California Labor Code Sections 2698, et seq., and specifically ask for an investigation, or if the agency does not intend to investigate the alleged violations, a letter confirming the same so that we may allege a cause of action under PAGA against Employers for the violations discussed in this letter.

This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3. By law, an employee alleging a violation of one of the above referenced sections must notify his or her employer and the Labor and Workforce Development Agency (LWDA) before he or she can invoke the provisions of Sections 2699, et seq., by seeking redress in court. Cal. Lab. Code § 2699.3(a)(1). The LWDA must then notify the employer and the employee within 60 calendar days regarding whether it intends to investigate the alleged violation. Cal. Lab. Code § 2699.3(a)(2)(B). If the LWDA advises it will not investigate, or if no notice is provided within 65 calendar days, the employee may file a lawsuit invoking the provisions under Labor Code § 2699. Cal. Lab. Code § 2699.3(a)(2)(A). It is Claimant's intention to file a civil complaint and to bring the appropriate claims under California Labor Code § 2699 on behalf of themselves, the State of California and all Aggrieved Employees should your office not address Employers' alleged violations within this time.

If you have any questions or require additional information, please do not hesitate to contact my office. Thank you for your attention to this matter.

BLACKSTONE LAW

Miriam L. Schimmel

Miriam Schimmel, Esq.

cc: By U.S. Certified Mail, Return Receipt Requested

Cortech West Staffing LLC
ATTN: Brad Brozaitis, Agent for Service of Process
3336 Bradshaw Rd, Ste 140
Sacramento, CA 95827

Cortech West Staffing LLC
3336 Bradshaw Rd, Ste 140
Sacramento, CA 95827

Divine Pasta Company
ATTN: Alexander Palermo, Agent for Service of Process
140 W Providencia Ave
Burbank, CA 91502

EXHIBIT 2

<u>PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT AGREEMENT AND RELEASE</u>

This Private Attorneys General Act Settlement Agreement and Release (Settlement Agreement" or "Settlement") is entered into by and between Daniel Ochoa-Lopez ("Plaintiff"), individually and as a representative of the State of California and the Aggrieved Employees (as defined in Section 3(a)(5) below) and CorTech West Staffing, LLC ("CorTech") and Divine Pasta Company ("Divine Pasta") (together, "Defendants"), subject to approval by the Court. The term "Party" or "Parties" as used herein shall refer to Plaintiff, Defendants, or both, as may be appropriate.

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

(a) On June 7, 2023, Blackstone Law, APC ("Plaintiff's Counsel"), submitted a letter on behalf of Plaintiff to the California Labor and Workforce Development Agency ("LWDA") and Defendants to notify the LWDA and Defendants pursuant to the Private Attorneys General Act of 2004, Labor Code section 2698, *et seq*. ("PAGA"), of Plaintiff's intent to seek civil penalties under PAGA for Defendants' alleged violations of California Labor Code sections 201, 202, 203, 204, 210, 226(a), 226.3, 226.7, 510, 512(a), 1174(d), 1174.5, 1194, 1197, 1197.1, 1198, 2800, and 2802, and the applicable Industrial Welfare Commission Wage Orders, including, *inter alia*, IWC Wage Order No. 1-2001, thereby initiating LWDA Case Number LWDA-CM-960324-23 ("PAGA Notice");

(b) On August 15, 2023, Plaintiff filed a Complaint for Enforcement Action Under the Private Attorneys General Act, California Labor Code §§ 2698 Et Seq. ("Operative Complaint"), commencing a representative action under PAGA against Defendants, entitled *Daniel Ochoa-Lopez v. CorTech West Staffing, LLC, et al.*, Los Angeles County Superior Court Case No. 23STCV19480 ("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 the applicable Industrial Welfare Commission Wage Orders;

(c) On March 31, 2025, the Parties mediated the Action with Tagore Subramaniam, Esq. and ultimately reached the Settlement described herein to resolve the Action in its entirety;

(d) 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 6(a) below).

2. **<u>No Admission of Wrongdoing</u>.** Defendants deny the allegations in the Operative Complaint, deny any failure to comply with the laws identified in the Operative Complaint and deny any and all liability for the cause of action alleged. 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) Defendants shall pay the maximum gross sum of Six Hundred Fifty Thousand Dollars and Zero Cents ($650,000.00) (the "Gross Settlement Amount") to resolve the Action and Released Claims (as defined in Section 6(a) below). CorTech shall pay Three Hundred Twenty-Five Thousand Dollars and Zero Cents ($325,000.00) of the Gross Settlement Amount and Divine Pasta shall pay Three Hundred Twenty-Five Thousand Dollars and Zero Cents ($325,000.00) of the Gross Settlement Amount. Deductions shall be made from the Gross Settlement Amount as follows:

(1) Attorneys' fees in the amount of thirty-five percent (35%) of the Gross Settlement Amount (i.e., $227,500.00 if the Gross Settlement Amount is $650,000.00), and reimbursement of litigation costs and expenses in the amount of up to Fifteen Thousand Dollars and Zero Cents ($15,000.00) (collectively, "Attorneys' Fees and Costs") to Plaintiff's Counsel, which Defendants will not contest. In no event shall this increase the Gross Settlement Amount. If the Court approves Attorneys' Fees and Costs less than the amounts requested, the Settlement Administrator will allocate the remainder to the Net Settlement Amount. The Released Parties shall have no liability to Plaintiff's Counsel arising from any claim to any portion of the Attorneys' Fees and Costs. The Settlement Administrator will pay the 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 Defendants harmless, and indemnifies Defendants, from any dispute or controversy regarding any division or sharing of any of these payments.

(2) A general release fee of up to the amount of Ten Thousand Dollars and Zero Cents ($10,000.00) ("General Release Fee") to Plaintiff, which Defendants will not contest. To the extent the General Release Fee is less, the Settlement Administrator will retain the remainder in the Net Settlement Amount.

(3) Costs and expenses of administration of the Settlement up to the amount of Seven Thousand Dollars and Zero Cents ($7,000.00) ("Settlement Administration Costs") to ILYM Group, Inc. ("Settlement Administrator"). To the extent the Settlement Administration Costs are less or the Court approves payment less than $7,000.00, the Settlement Administrator will retain the remainder in the Net Settlement Amount.

(4) The amounts stated in Sections 3(a)(1) – 3(a)(3) above, once approved by the Court, shall be paid from the Gross Settlement Amount. 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 and/or non-exempt employees employed by Defendant CorTech West Staffing, LLC and assigned to work at Defendant Divine Pasta Company in the State of California at any time during the PAGA Period ("Aggrieved Employees"). The period June 7, 2022 to March 31, 2025, subject to Section 3(a)(6) is the "PAGA Period." The

twenty-five percent (25%) portion of the Net Settlement Amount payable to the Aggrieved Employees is referred to as the "Employees' Portion."

(6) The Aggrieved Employees are estimated to consist of approximately 288 individuals who worked approximately 18,768 Pay Periods (as defined in Section 5(b) below) during the PAGA Period. If the actual number of Pay Periods is more than ten percent (10%) above 18,768, Defendants shall have the option to either: (a) increase the Gross Settlement Amount proportionately by the percentage that the actual number exceeds 20,645 Pay Periods; or (b) extend the end date of the PAGA Period to a date of their choosing. Should Defendants elect option (b), Defendants agree to increase the Gross Settlement Amount proportionately by the percentage increase in the number of Pay Periods above 20,645. Defendants may only elect option (b) prior to the filing of Plaintiff's motion for PAGA settlement approval. Should it be determined after the filing of the motion for PAGA settlement approval that the actual number of Pay Periods is more than ten percent (10%) above 18,768, then the Gross Settlement Amount will automatically increase by the percentage that the actual number exceeds 20,645 Pay Periods.

(b) 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, General 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 Settlement Administrator will be responsible for issuing IRS Forms 1099, as required.

4. **Approval and Implementation of the PAGA Settlement.**

(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 further 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, and the payments described in Section 3(a) above.

(c) The Parties shall seek to obtain Court approval of this Settlement Agreement by way of an unopposed motion to be filed by Plaintiff's Counsel. Plaintiff's Counsel shall provide a draft of all documents to be submitted in connection with the motion to approve this Settlement Agreement to Shannon Marie Jenkins of Tredway, Lumsdaine & Doyle, LLP (counsel for CorTech) and Jack Jimenez of O'Hagan Meyer (counsel for Divine Pasta) (together, "Defendants' Counsel") for review. Defendants' 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.

5. **Payment of the Gross Settlement Amount / Notice to Recipients.**

(a) Subject to Court approval of this Settlement Agreement, payment of the sums described in Section 3(a) above shall be made by Defendants by transmitting the Gross Settlement Amount to a qualified settlement account established by the Settlement Administrator for administration of this Settlement, by March 31, 2026 or five (5) business days after the Court grants approval of this Settlement Agreement, whichever is later. If the date by which payment by Defendants is due falls on a Saturday, Sunday, or legal holiday in the State of California, then the due date shall be extended to the next following day which is not a Saturday, Sunday, or legal holiday in the State of California.

(b) Each Aggrieved Employee will be entitled to a *pro rata* share of 25% of the Net Settlement Agreement (i.e., the Employees' Portion) based upon the number of pay periods they each worked during the PAGA Period ("Pay Periods"), based on Defendants' time and payroll records. Specifically, to calculate each Aggrieved Employee's share of the Employees' Portion ("Individual PAGA Payment"), the Settlement Administrator shall: (i) for each Aggrieved Employee, divide the number of Pay Periods the Aggrieved Employee worked by the total aggregate number of Pay Periods worked by all Aggrieved Employees, and then (ii) multiply this amount by the Employees' Portion to arrive at each Aggrieved Employee's Individual PAGA Payment.

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

(c) The Settlement Administrator shall distribute each Individual PAGA Payment 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 seven (7) calendar days after the Court's order granting approval of the Settlement, Defendants shall provide the Settlement Administrator with a list of all Aggrieved Employees (the "Aggrieved Employees List"), containing the following information for each Aggrieved Employee: (i) first and last name; (ii) last known address; (iii) last known telephone number; (iv) Social Security number; and (v) number of Pay Periods.

(2) The Settlement Administrator shall conduct one (1) National Change of Address ("NCOA") search for all individuals identified on the Aggrieved Employees List.

(3) No later than seven (7) calendar days after the Settlement Administrator receives the Aggrieved Employees List and Gross Settlement Amount, the Settlement Administrator shall mail the agreed-upon Cover Letter, in English and Spanish, and Individual PAGA Payment checks (together, the "PAGA Settlement Package") to all Aggrieved Employees by First-Class United States mail. For each PAGA Settlement Package that is returned undeliverable within thirty (30) calendar days of the initial mailing, the Settlement Administrator shall promptly attempt to locate an alternative, 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.

(4) The Individual PAGA Payment checks issued to Aggrieved Employees shall remain valid for one hundred eighty (180) calendar days, and thereafter, shall be canceled. Funds associated with such 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 their respective Individual PAGA Payment(s).

(5) No later than seven (7) calendar days after the Settlement Administrator receives the Aggrieved Employees List and Gross Settlement Amount, the Settlement Administrator shall transmit the LWDA Payment to the LWDA.

(6) No later than seven (7) calendar days after the Settlement Administrator receives the Aggrieved Employees List and Gross Settlement Amount, the Settlement Administrator shall transmit the General Release Fee to Plaintiff.

(7) No later than seven (7) calendar days after the Settlement Administrator receives the Aggrieved Employees List and Gross Settlement Amount, the Settlement Administrator shall transmit the Attorneys' Fees and Costs to Plaintiff's Counsel.

(8) No later than seven (7) calendar days after the Settlement Administrator receives the Aggrieved Employees List and Gross Settlement Amount, the Settlement Administrator shall transmit the Settlement Administration Costs to itself.

6. **Release of Claims by Plaintiff, the State of California with Respect to the Aggrieved Employees, and the Aggrieved Employees.**

(a) Upon the date of the Court's order granting approval of the Settlement Agreement and full funding of the Gross Settlement Amount, Plaintiff, the State of California with respect to the Aggrieved Employees, and the Aggrieved Employees, will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged Defendants and their current and former officers, directors, members, insurers, attorneys, shareholders, subsidiaries, affiliates, predecessors, successors, and assigns (collectively, the "Released Parties") from any and all claims, transactions, or occurrences arising from any of the factual allegations which were or reasonably could have been alleged in the Operative Complaint and PAGA Notice, arising during the PAGA Period, for civil penalties under the Private Attorneys General Act of 2004, California Labor Code sections 2698 *et seq*., including for Defendants' alleged failure to pay overtime and minimum wages, provide compliant meal and rest periods and associated premium payments, timely pay wages during employment and upon termination, provide complaint wage statements, maintain complete and accurate payroll records, and reimburse necessary business-related expenses in violation of California Labor Code sections 201, 202, 203, 204, 210, 218.5, 226(a), 226.3, 226.7, 510, 512(a), 1174(d), 1174.5, 1194, 1197, 1197.1, 1198, 2800, and 2802, and the applicable Industrial Welfare Commission Wage Orders, including, *inter alia*, IWC Wage Order No. 1-2001 (collectively, "Released Claims").

(b) Upon the date of the Court's order granting approval of the Settlement Agreement and full funding of the Gross Settlement Amount, Plaintiff, individually and on his own behalf and on behalf of his respective former and present spouses, representatives, agents, attorneys, heirs administrators, successors, and assigns, will be deemed to have generally, fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties from any and all claims of every nature whatsoever, known or unknown, suspected or unsuspected, asserted or unasserted, which Plaintiff has or may have as of the date of execution of this Settlement Agreement, including but not limited to any and all claims arising out of, relating to, or resulting from Plaintiff's employment and/or separation of employment with Defendants, including any claims arising under any federal, state, or local laws and claims for unpaid wages, penalties, liquidated damages, breach of contract, breach of implied covenant of good faith and fair dealing, 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 his 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 him to exist may hereafter be discovered. It is Plaintiff's intention to, upon the date of the Court's order granting approval of the Settlement Agreement and full funding of the Gross Settlement Amount, settle fully and release all claims Plaintiff 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 cannot be released by law.

7. **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 attorneys' fees and costs from the non-prevailing Party.

8. **Amendment.** This Settlement Agreement may not be modified, altered, or changed except in writing and signed by both Parties' counsel, subject to approval by the Court.

9. **Miscellaneous.**

(a) The Parties agree to stay all proceedings in the Action, including with respect to California Code of Civil Procedure section 583.310, 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 Tagore Subramaniam, 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) If Plaintiff or Defendants 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. This Settlement Agreement remains in full force and effect anyway. 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.

(f) Use and Return of Aggrieved Employee Data. Information provided to Plaintiff's Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Aggrieved Employees List and associated time and pay data provided to Plaintiff's Counsel by Defendants 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 rule of court. Not later than ninety (90) calendar days after the Settlement Administrator discharges its obligation to pay out all Settlement funds, Plaintiff and his counsel shall cause to be destroyed all paper and electronic versions of the Aggrieved Employees List and associated time and pay data received from Defendants unless, prior to the Administrator's payment of all Settlement funds, Defendants make a written request to Plaintiff's Counsel for the return, rather than the destruction, of any of the Aggrieved Employees List and associated time and pay data.

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:

PLAINTIFF DANIEL OCHOA-LOPEZ

Dated: 05/14/2025

Daniel Ochoa

Daniel Ochoa-Lopez

DEFENDANT CORTECH WEST STAFFING, LLC

Dated: 05/20/2025

Michael Greco (May 20, 2025 09:12 EDT)

Full Name: Michael Greco

Title: General Counsel

On behalf of CorTech West Staffing, LLC

DEFENDANT DIVINE PASTA COMPANY

Dated: ____________________

____

Full Name: ____________________

Title: ____________________

On behalf of Divine Pasta Company

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.

(f) Use and Return of Aggrieved Employee Data. Information provided to Plaintiff's Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Aggrieved Employees List and associated time and pay data provided to Plaintiff's Counsel by Defendants 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 rule of court. Not later than ninety (90) calendar days after the Settlement Administrator discharges its obligation to pay out all Settlement funds, Plaintiff and his counsel shall cause to be destroyed all paper and electronic versions of the Aggrieved Employees List and associated time and pay data received from Defendants unless, prior to the Administrator's payment of all Settlement funds, Defendants make a written request to Plaintiff's Counsel for the return, rather than the destruction, of any of the Aggrieved Employees List and associated time and pay data.

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:

PLAINTIFF DANIEL OCHOA-LOPEZ

Dated: ____________________

____
Daniel Ochoa-Lopez

DEFENDANT CORTECH WEST STAFFING, LLC

Dated: ____________________

____

Full Name: ________________

Title: ____________________
On behalf of CorTech West Staffing, LLC

DEFENDANT DIVINE PASTA COMPANY

Dated: 5/22/25

____

Full Name: Alexander Palermo

Title: President
On behalf of Divine Pasta Company

APPROVED AS TO FORM ONLY:

BLACKSTONE LAW, APC

Dated: May 14, 2025

Alexandra Rose
Attorneys for Plaintiff Daniel Ochoa-Lopez

TREDWAY, LUMSDAINE & DOYLE, LLP

Dated: 05/19/2025

Shannon Marie Jenkins, Esq.

Shannon Marie Jenkins
Attorneys for Defendant CorTech West Staffing, LLC

O'HAGAN MEYER

Dated: ____________________

Jack Jimenez
Attorneys for Defendant Divine Pasta Company

APPROVED AS TO FORM ONLY:

BLACKSTONE LAW, APC

Dated: ___________________

____
Alexandra Rose
Attorneys for Plaintiff Daniel Ochoa-Lopez

TREDWAY, LUMSDAINE & DOYLE, LLP

Dated: ___________________

____
Shannon Marie Jenkins
Attorneys for Defendant CorTech West Staffing, LLC

O'HAGAN MEYER

Dated: May 23, 2025

Jack Jimenez
____
Jack Jimenez
Attorneys for Defendant Divine Pasta Company

Exhibit A

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

Re: Settlement Payment from *Daniel Ochoa-Lopez v. CorTech West Staffing, LLC; Divine Pasta Company*, Los Angeles County Superior Court Case No. 23STCV19480

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

Please find enclosed a check in the amount of **<<amount of payment>>** ("Individual PAGA Payment"). This check is your payment from the settlement in the lawsuit entitled *Daniel Ochoa-Lopez v. CorTech West Staffing, LLC, et al.*, Los Angeles County Superior Court Case No. 23STCV19480 ("Action").

The lawsuit was filed on August 15, 2023 by Daniel Ochoa-Lopez ("Plaintiff") against his former employers CorTech West Staffing, LLC and Divine Pasta Company (together, "Defendants"), on behalf of the State of California, with respect to himself and other alleged aggrieved employees, to seek recovery of civil penalties pursuant to the Private Attorneys General Act of 2004, California Labor Code § 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 initiating the lawsuit, on June 7, 2023, Plaintiff submitted a letter to the California Labor and Workforce Development Agency ("LWDA"), pursuant to PAGA, to provide notice of his intent to seek civil penalties under PAGA for Defendants' alleged violations of California Labor Code sections 201, 202, 203, 204, 210, 226(a), 226.3, 226.7, 510, 512(a), 1174(d), 1174.5, 1194, 1197, 1197.1, 1198, 2800, and 2802, and the applicable Industrial Welfare Commission Wage Orders, including *inter alia*, IWC Wage Order No. 1-2001, thereby initiating LWDA Case Number LWDA-CM-960324-23 ("PAGA Notice").

Defendants deny all of Plaintiff's allegations, deny liability, and deny any wrongdoing of any kind associated with Plaintiff's allegations. A settlement was reached between Plaintiff on behalf of the State of California, with respect to himself and other alleged aggrieved employees, and Defendants.

On <<Date>>, the settlement was approved by the Court, with a portion to be paid to the LWDA and a portion to be paid to current and former hourly-paid and/or non-exempt employees employed by Defendant CorTech West Staffing, LLC and assigned to work at Defendant Divine Pasta Company in the State of California at any time during the PAGA Period ("Aggrieved Employees"). The period June 7, 2022 to March 31, 2025 is the "PAGA Period."

You are receiving a portion of the settlement (the enclosed Individual PAGA Payment) because you have been identified as an Aggrieved Employee. Your Individual PAGA Payment is based on the total number of pay periods that you worked during the PAGA Period. The Individual PAGA Payment is considered to be 100% penalties, which will be reported on an IRS Form 1099 (if applicable). You are solely 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. You cannot opt-out of the Settlement. Defendants must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue the Released Claims (defined below).

Under the settlement, as of <<date of Court's order granting approval of the Settlement Agreement and full funding of the Gross Settlement Amount>>, the Released Parties were fully, finally, and forever released, settled, compromised, relinquished, and discharged from the Released Claims.

"Released Parties" means Defendants and their current and former officers, directors, members, insurers, attorneys, shareholders, subsidiaries, affiliates, predecessors, successors, and assigns.

"Released Claims" means any and all claims, transactions, or occurrences arising from any of the factual allegations which were or reasonably could have been alleged in the Operative Complaint and PAGA Notice, arising during the PAGA Period, for civil penalties under the Private Attorneys General Act of 2004, California Labor Code sections 2698 *et seq*., including for Defendants' alleged failure to pay overtime and minimum wages, provide compliant meal and rest periods and associated premium payments, timely pay wages during employment and upon termination, provide complaint wage statements, maintain complete and accurate payroll records, and reimburse necessary business-related expenses in violation of California Labor Code sections 201, 202, 203, 204, 210, 218.5, 226(a), 226.3, 226.7, 510, 512(a), 1174(d), 1174.5, 1194, 1197, 1197.1, 1198, 2800, and 2802, and the applicable Industrial Welfare Commission Wage Orders, including, *inter alia*, IWC Wage Order No. 1-2001.

The enclosed check is valid for 180 calendar 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 Individual PAGA Payment.

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

EXHIBIT 3

Outlook

Thank you for your Proposed Settlement Submission

Desde DIR PAGA Unit <no-reply@formassembly.com>
Fecha Lun 2 Jun 2025 09:37
Para Karina Hernandez <khernandez@blackstonepc.com>

[External Email].

06/02/2025 09:36:41 AM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Proposed Settlement
If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm

EXHIBIT 4

- *Aaron Coffey v. Catalina Channel Express, Inc.*, Los Angeles County Superior Court Case No. 21STCV41396, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Djuana Shanella Hale, et al. v. Welbe Health, LLC, et al.*, San Joaquin County Superior Court Case No. STK-CV-UOE-2023-0006866, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Mario Fosados v. Drew Chain Security Corp.*, Los Angeles County Superior Court Case No. 24STCV00519, approved as counsel in in settlement of representative wage and hour action pursuant to PAGA.
- *Jose Manuel Amaro Bernal v. Joseph Holt Plastering, Inc.*, Los Angeles County Superior Court Case No. 24STCV15637, approved as counsel in in settlement of representative wage and hour action pursuant to PAGA.
- *Brandon Geston v. FRTO LLC, et al.*, Fresno County Superior Court Case No. 24CECG01292, approved as counsel in in settlement of representative wage and hour action pursuant to PAGA.
- *Alfonso Herrera v. W.L. Butler Construction, Inc., et al.*, Orange County Superior Court, Case No. 30-2023-01335445-CU-OE-CXC, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Marcos Ojendiz, et al. v. Jonathan Louis International*, Los Angeles County Superior Court, Case No. 21STCV35253, approved as counsel in in settlement of representative wage and hour action pursuant to PAGA.
- *Emmanuel Caldera v. Zeb's World Famous Boathouse Inc. dba Goat Hill Tavern*, Orange County Superior Court, Case No. 30-2023-01310801-CU-OE-CXC, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Jason McEntee v. Roche Molecular Systems, Inc.*, Alameda County Superior Court, Case No. 23CV041360, approved as counsel in final settlement of wage and hour class and PAGA action.

- *Alexzander Roberts, et al. v. Lemonade Restaurant Group*, Los Angeles County Superior Court, Case No. 22STCV38302, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Halla Knotts v. Launch Technical Workforce Solutions, LLC*, San Bernardino County Superior Court, Case No. CIVSB2332568, approved as counsel, in association with other counsel, in settlement of representative wage and hour action pursuant to PAGA.
- *Armando Gastelum v. Premier Trailer Manufacturing, Inc.*, Tulare County Superior Court, Case No. VCU300333, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Tiffany Patterson v. Black Mountain Healthcare, LLC., d/b/a Seaport Home Health & Hospice*, San Diego County Superior Court, Case No. 37-2023-00037563-CU-OE-CTL, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Angel Rodriguez v. American Textile Maintenance*, Los Angeles County Superior Court, Case No. 22STCV17855, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Rita Ray v. Families Together of Orange County*, Orange County Superior Court, Case No. 30-2023-01324555-CU-OE-CXC, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Ly Hai v. Sunroad HS Auto, Inc.*, San Diego County Superior Court, Case No. 37-2022-00025788-CU-OE-CTL, approved as counsel, in association with other counsel, in settlement of representative wage and hour action pursuant to PAGA.
- *Anabel Perez v. Eureka Specialties, Inc.*, Los Angeles County Superior Court, Case No. 22STCV35940, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Jose Luis Galicia v. Virco, Inc., et al.*, Los Angeles County Superior Court, Case No.

23STCV29425, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.

- *Rene Umana v. Columbus Technologies*, Los Angeles County Superior Court, Case No. 22STCV16432, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Sitara Nayabkhil v. San Francisco SPCA (dba SFSPCA), a California 501(c)(3) non-profit organization*, San Francisco County Superior Court, Case No. CGC-23-609950, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Fernando Solis v. Tuff Shed, Inc.*, Los Angeles County Superior Court, Case No. 24VECV00368, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Tyler Emery v. Santa Cruz Bicycles, LLC*, Santa Cruz Superior Court, Case No. 24CV00244, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Vanessa Cortes v. Giti Tire (USA) LTD*, San Bernardino County Superior Court, Case No. CIVSB2332578, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Travis Sanford v. Santa Cruz Seaside Company*, Santa Cruz County Superior Court, Case No. 23CV01762, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Jered Ortega v. YMCA of San Diego County*, San Diego County Superior Court, Case No. 37-2023-00043645-CU-OE-CTL, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Corina Martinez v. Stagnaro Bros. Seafood, Inc.*, Santa Cruz County Superior Court, Case No. 24CV00082, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.

- *Alejandra Jimenez v. ClearFreight, Inc.*, Los Angeles County Superior Court, Case No. 23STCV28938, approved as counsel, in association with other counsel, in settlement of representative wage and hour action pursuant to PAGA.
- *Jazzmin Cortez v. Millard Mall Services, Inc.*, Riverside County Superior Court, Case No. CVRI2104010, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Michael Bravo v. Michels Pacific Energy, Inc.*, Santa Clara County Superior Court, Case No. 22CV403427, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Daniel Rodriguez v. Republique, LLC*, Los Angeles County Superior Court, Case No. 23STCV14521, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Theresa Bendorf, et al. v. Sea World LLC, et al.*, San Diego County Superior Court, Case No. 37-2021-00034922-CU-OE-CTL, approved as class counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Victor De La Cruz v. Northwest Pipe Company*, San Bernardino County Superior Court, Case No. CIVSB2211140, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Bobby Birdi v. Lucid USA, Inc.*, Alameda County Superior Court, Case No. 21CV003541, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Jose Trujillo, et al. v. Producers Dairy Foods, Inc.*, Sacramento County Superior Court, Case No. 34-2022-00313753, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *David Williams v. Rancho Nicasio, LLC*, Marin County Superior Court, Case No. CIV2203067, approved as class counsel in final settlement of wage and hour class

and PAGA action.

- *Alexander Jackson v. Lifecare Assurance Company*, Los Angeles County Superior Court, Case No. 23STCV26579, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Alexis Cardoza v. BHFC Operating LLC*, Los Angeles County Superior Court, Case No. 21STCV34040, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Maria Ayala, et al. v. SDH Services West, LLC*, Kern County Superior Court, Case No. BCV-21-101933, approved as class counsel in final settlement of wage and hour class action.
- *Alfredo Sanchez v. Greenworld, Inc.*, Riverside County Superior Court, Case No. CVRI2105756, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Oscar Bryant v. Midwest Construction Services, Inc. dba Trillium*, San Bernardino County Superior Court, Case No. CIVSB2121529, approved as class counsel in final settlement of wage and hour class action.
- *Matthew Savattieri v. AMI Expeditionary Healthcare, LLC, et al.*, Los Angeles County Superior Court, Case No. 21STCV33372, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Lexy Barajas, et al. v. H. W. Hunter, Inc.*, Los Angeles County Superior Court, Case No. 22STCV01892, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Alejandro Valdez v. C.H.I. Automart, Inc.*, Los Angeles County Superior Court, Case No. 21STCV40168, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Sheizan Bawa v. Meathead Movers, Inc.*, Orange County Superior Court, Case No. 30-2021-01211895-CU-OE-CXC, approved as counsel in settlement of

representative wage and hour action pursuant to PAGA.

- *Tanisha Lopez, et al. v. Restorix Health, Inc.*, Los Angeles County Superior Court, Case No. 21STCV33067, approved as class counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Perla Soto, et al. v. Nippon Express U.S.A., Inc.*, Los Angeles County Superior Court, Case No. 21STCV24902, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Angel Garcia, et al. v. J&B Investments, Inc., et al.,* San Bernardino County Superior Court, Case No. CIVSB2208601, approved as class counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Sindy Aviles, et al. v. Freeway Insurance Services America, LLC*, Los Angeles County Superior Court, Case No. 21STCV34864, approved as counsel, in association with other counsel, in settlement of representative wage and hour action pursuant to PAGA.
- *Alexander Gnaedig, et al. v. Favorite Healthcare Staffing, Inc.,* Los Angeles County Superior Court, Case No. 21STCV20904, approved as class counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Richard Evans v. My Paint Stop, LLC, et al.,* Contra Costa County Superior Court, Case No. MSC21-01812, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Jose Luis Parada George v. Main Electric Supply Company, LLC, et al.,* Orange County Superior Court, Case No. 30-2021-01220136-CU-OE-CXC, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Samia Salazar Yunis v. Sharif Jewelers,* Sacramento County Superior Court, Case No. 34-2020-00290080, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Daniel Analco v. Felix Chevrolet, LP, et al.*, Los Angeles County Superior Court,

Case No. 21STCV36654, approved as class counsel in final settlement of wage and hour class and PAGA action.

- *Sasha Aiono v. Benefit Cosmetics,* Los Angeles County Superior Court, Case No. 21STCV33719, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.

EXHIBIT 5

Ochoa-Lopez v. CorTech West Staffing, LLC, et al.
Los Angeles County Superior Court Case No. 23STCV19480

Date	Type of Expense	Description of Expense	Amount
12/19/2022	Mailing	Records Request to CorTech West Staffing LLC	$7.82
12/19/2022	Other	Payment to Mary Carmen Perales (In-Person sign up)	$80.00
6/7/2023	Filing	LWDA: PAGA Notice	$75.00
6/7/2023	Mailing	PAGA Notice to Cortech West Staffing LLC, Attn: Brad Brozaitis	$8.10
6/7/2023	Mailing	PAGA Notice to Cortech West Staffing LLC	$8.10
6/7/2023	Mailing	PAGA Notice to Divine Pasta Company, Attn: Alexander Palermo	$8.10
8/15/2023	Filing	First Legal: PAGA Complaint & Initiating Docs	$492.35
9/7/2023	Service	Steno: Personal Service on Divine Pasta Company of complaint & summons package	$227.95
9/7/2023	Service	Steno: Personal Service on CorTech West Staffing, LLC of complaint & summons package	$143.00
10/25/2023	Filing	Steno: Notice and Acknowledgment of Receipt	$59.95
1/4/2024	Filing	Steno: CMC Statement	$59.95
1/25/2024	Other	LASC: Download of 1/19/24 Trial Preparation Order	$6.20
6/14/2024	Mailing	Payment to Ortman Mediation	$5.04
3/6/2025	Filing	Steno: Plaintiff's Ex Parte to Continue Trial / Decl/ POS	$180.95
1/8/2025	Mediation	Momentum ADR	$6,166.67
3/24/2025	Filing	Steno: Post-Mediation Status Conference Statement	$59.95
4/18/2025	Other	Berger Consulting Group	$3,300.00
4/18/2025	Mailing	Payment to Berger Consulting Group	$8.40
4/29/2025	Filing	Steno: Joint Notice of Settlement and Stip to Continue Post-Mediation Status Conference	$86.95
	Filing	Estimated Cost: Motion for Approval of PAGA Settlement & Supporting Docs	$140.95
	Filing	Estimated Cost: Notice of Entry of Judgment or Order	$59.95
		Total:	**$11,185.38**