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9 **Attorneys for Plaintiff Lucia Lopez-Martinez**

10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **COUNTY OF STANISLAUS**

12 **LUCIA LOPEZ-MARTINEZ, an**
13 **individual,**

14 **Plaintiff,**

15 **vs.**

16 **PCV MODESTO 1, LLC d/b/a**
17 **PLANET FITNESS, a limited liability**
18 **corporation, and DOES 1-100,**
19 **inclusive,**

20 **Defendants.**

21 **CASE NO: CV-23-002478**

22 **DECLARATION OF VLADIMIR J.**
23 **KOZINA IN SUPPORT OF MOTION TO**
24 **APPROVE PAGA SETTLEMENT AND**
25 **DISMISS ACTION WITH PREJUDICE**

26 **Date:**

27 **Time:**

28 **Dept.: 24**

1 I, Vladimir J. Kozina, declare:

2 1. I have personal knowledge of the matters set forth herein and, if called upon to
3 testify, could and would competently testify thereto.

4 2. I am counsel for Plaintiff, Lucia Lopez-Martinez, who is the Plaintiff herein.

5 3. With this motion the Parties are seeking the court approval of the Parties' PAGA
6 settlement and the dismissal with prejudice of the Action.

7 4. Following at times contentious litigation and substantial formal and informal
8 discovery, the Parties engaged in arms-length negotiations and reached separate settlements of
9 Plaintiff's individual claims and the PAGA claims asserted in this Action. The terms of the PAGA
10 settlement are set forth in **Exhibit 1**, which is a true and correct copy of the Parties' proposed
11 PAGA Settlement Agreement.

12 5. The Complaint, the Parties' proposed PAGA Settlement Agreement and this
13 motion, have all been served upon the California Labor and Workforce Development Agency. A
14 true and correct copy of the confirmation email from the LWDA of submission of the
15 aforementioned documents is attached hereto as **Exhibit 2**.

16 6. Plaintiff filed a notice with the Labor and Workforce Development Agency
17 ("LWDA"), on July 7, 2023. The LWDA Notice and complaint include potential PAGA claims
18 under Labor Code sections 201, 202, 226(a), 226.7, 233, 245 *et seq.*, 512, and 2802. The PAGA
19 period in this action covers from July 22, 2022, through November 20, 2023 ("PAGA Period").
20 *See* PAGA Settlement Agreement, § 1.15. The LWDA did not provide notice within 65 days of
21 Plaintiff's filing of her LWDA Notice that it intended to investigate her allegations. Following
22 expiration of the required 65-day waiting period pursuant to Labor Code section 2699.3, Plaintiff
23 amended her complaint to add, *inter alia*, claims for civil penalties under PAGA.

24 7. It is my professional opinion that the settlement reached under the PAGA in this
25 matter is fair, reasonable and just, and that the Court should approve of the proposed order. I have
26 reached that opinion based on the following:

1 a. The settlement seeks resolution of claims by Plaintiff under the PAGA
2 seeking civil penalties for alleged violations of Labor Code sections 201, 202, 226(a),
3 226.7, 233, 245 *et seq.*, 512, and 2802 as to non-exempt employees of Defendants during
4 the PAGA Period.

5 b. The PAGA claims are based on the following allegations: 1) Plaintiff alleges
6 she requested but was denied paid sick leave on two occasions; 2) Plaintiff and other
7 non-exempt employees allegedly did not receive all compliant meal periods to which
8 they were entitled, evidenced by payment by Defendant of meal period premiums; 3)
9 Plaintiff, as a result of allegedly being denied sick pay, was not paid all wages due and
10 owing at termination; 4) Plaintiff and other employees allegedly did not receive
11 compliant wage statements accurately stating total hours worked when they received
12 meal premium penalties; and 5) Plaintiff and other employees allegedly were required to
13 use their personal cellular phones for work purposes without reimbursement.

14 c. After investigation of the claims through formal and informal discovery, I
15 learned the following:

16 i. 36 non-exempt employees, including Plaintiff, were employed by
17 Defendant during the PAGA Period. These employees worked a total of 667 pay
18 periods overall, in 18 of which Defendant paid meal penalties.

19 ii. During the PAGA period, employees received meal penalties in 18
20 pay periods. This gives a maximum value to the meal period claim of \$900, given
21 the civil penalty is found at Labor Code section 558 and is \$50 per employee per
22 pay period.

23 iii. The wage statement claims are based on the payment of meal
24 penalties and therefore cover 18 total pay periods. The maximum value of these
25 violations would be \$1,800, assuming the court follows the trend at law that the
26 226.3 penalty of \$250 only applies to the failure to provide any wage statement, as
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1 opposed to an inaccurate wage statement. *See Gunther v. Alaska Airlines, Inc.*
2 (2021) 72 Cal.App.5th 334, 355.

3 iv. Plaintiff's sick time pay claim is premised on the allegations that on
4 two occasions where she sought to utilize paid sick leave, she was denied same.
5 Plaintiff alleges she was denied sick pay twice. Further, formal and informal
6 discovery determined that Plaintiff was the only individual to have suffered the
7 alleged violations during the PAGA period. The maximum value of this claim is
8 therefore \$200.

9 v. The waiting time penalty claim is derivative of Plaintiff's sick pay
10 claim. The civil penalty for violation of Labor Code sections 201 and/or 202 is
11 found at Labor Code section 2699(f), and is \$100 per employee per pay period, as
12 there is no civil penalty defined for violations of these code sections. Because
13 Plaintiff was the sole former employee who during the PAGA period was denied
14 sick pay, Defendant faced a maximum potential penalty liability of \$100 (1 * \$100).

15 vi. Plaintiff alleged that Defendant required Plaintiff and other
16 employees to utilize their personal cellular phones for business purposes, but
17 without pro-rata reimbursement for same, in violation of Labor Code section 2802.
18 The PAGA period covered a total of 667 overall pay periods for all employees. The
19 penalty for violations of Labor Code section 2802 is found at Labor Code section
20 2699(f) and is \$100 per employee per pay period. While Defendant denies these
21 allegations, assuming that violations occurred during each pay period covered by
22 the PAGA Period, the maximum penalties that could be assessed for this claim is
23 \$66,700.

24 d. Consequently, I believe the maximum value of the PAGA claims to be
25 \$66,700.

1 e. The largest potential PAGA exposure by far in this case is that relating to
2 the expense reimbursement claims based on use of personal cellular phones. Defendant
3 strongly contested these allegations, contending that employees who did use their cellular
4 phones were not required to do so, that to the extent such usage occurred it was solely
5 for the employee's convenience and by their own initiative and not mandated by
6 Defendant. Had Defendant prevailed in its position, the vast majority of potential PAGA
7 penalties would have been wiped out. Defendant also contended that its wage statements
8 did not inappropriately incorporate meal penalties into hours worked because employees
9 could determine themselves by way of "simple math" what their actual hours worked
10 were. Defendant contended that payment of meal penalties was automatic and not
11 actually based upon whether an employee was in fact denied a reasonable opportunity to
12 take a compliant meal period. Finally, Defendant contended that Plaintiff never
13 explicitly requested to take paid sick leave and was therefore not denied same. Success
14 on any of these fronts would have reduced or eliminated the potential PAGA exposure.

15 8. For these reasons, and accounting for the very real possibility that Defendant's
16 defense regarding the expense reimbursement claims was successful (which would negate nearly
17 all of the civil penalties) Plaintiff concluded the \$5,000.00 PAGA settlement, which represents
18 about 7.2 percent of my assessment of maximum value is fair and just.

19 **Counsel's Fees and Costs**

20 9. Plaintiff requests reimbursement of attorneys' fees in the amount of \$1,666.67
21 (one-third of the settlement) and costs in the amount of \$246.62. Attached as **Exhibit 3** is a true
22 and correct copy of contemporaneously-entered time and expense records relating to this Action.
23 As demonstrated in **Exhibit 3**, Plaintiff's counsel spent over 88 hours and incurred \$1,005.32 in
24 costs in the prosecution of this Action, including in investigating the claims, drafting the
25 complaint and LWDA notice, responding to and propounding discovery, and related time. The
26 request for \$1,666.67 in fees represents only a small fraction of the fees actually incurred by
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1 Plaintiff in this Action and is a reasonable amount. Similarly, the request for \$246.62 in costs
2 reflects a request for just under a quarter of the costs actually incurred by Plaintiff in prosecuting
3 this action and is meant to reflect a rough apportionment of costs between Plaintiff's individual
4 claims and the PAGA claims.

5 **Experience of Counsel**

6 10. I, Vladimir J. Kozina, obtained a B.S. degree in Molecular Biology from the
7 University of California, San Diego in 2001. I obtained an M.S. degree from the University of
8 the Pacific in Biological Sciences in 2005. I attended the Laurence Drivon School of Law from
9 2008 through 2012, graduating as Valedictorian. I was admitted to practice in California in 2012
10 and joined Mayall Hurley, P.C. that same year. I became a shareholder in 2020. I have been
11 selected as a "Rising Star" by Super Lawyers Magazine for 2021 and 2022.

12 11. The vast majority of my practice is devoted to plaintiff's employment matters,
13 including employment discrimination and wage-and-hour actions. My practice also includes
14 employment defense, personal injury, and contract actions. I have substantial involvement in
15 complex litigation like the instant case, and have worked on or am currently working on several
16 wage and hour class action cases with Mayall Hurley, P.C.

17 12. I have also been certified as class counsel, class action and PAGA matters that have
18 been handled by Mayall Hurley, P.C. over the past several years. For instance, Mayall Hurley P.C.
19 has been approved as class counsel in numerous cases, including:

20 a. *Markson, et al. v. CRST International, Inc, et al.*, Eastern District of California
21 Case No. 5:17-cv-01261-VAP-SP;

22 b. *Jacques v. Mike's Mobile, Inc.*, San Joaquin County Superior Court Case No.
23 STK-CV-UOE-2022-2329;

24 c. *Schmeirer v. Arc Document Solutions, LLC*, San Joaquin County Superior Court
25 Case No. STK-CV-UOE-2019-2008;

- 1 d. *Starr, et al. v. Schell and Kampeter, Inc.*, San Joaquin County Superior Court Case
2 No. STK-CV-UOE-2021-4585;
- 3 e. *Maldonado, et al. v. Wine & Roses, LLC*, San Joaquin County Superior Court Case
4 No. STK-CV-UOE-2019-2629;
- 5 f. *Flores v. Dart Container Corp., et al*, Eastern District of California Case No. 2:19-
6 cv-00083-WBS-EFB;
- 7 g. *Rodriguez v. J-M Manufacturing, Inc.*, San Joaquin County Superior Court Case
8 No. STK-CV-UOE-2019-6065;
- 9 h. *Arata v. Cozad Trailer Sales, LLC*, San Joaquin County Superior Court Case No.
10 STK-CV-UOE-2020-1774;
- 11 i. *Modica v. Iron Mountain Information Management Svcs., Inc.*, United States
12 District Court, Eastern District of California Case No. 2:19-cv-00370-TLN-JDP;
- 13 j. *Magee v. Thyssenkrupp Materials, N.A., et al.*, Alameda County Superior Court
14 Case No. RG19027231;
- 15 k. *Basinger v. Il Palio Restaurant Group, Inc.*, San Diego County Superior Court
16 Case No. 37-2018-00004296-CU-OE-CTL;
- 17 l. *Pacheco v. Bushfire Grill, Inc., et al*, United States District Court, Southern
18 District of California, Case No. 3:18-cv-01696-JAH-WVG;
- 19 m. *Wise v. ULTA Salon, Cosmetics & Fragrance, Inc.*, United States District Court,
20 Eastern District of California, Case No. 1:17-cv-00853-DAD-EPG;
- 21 n. *Fernando and Kalaveras v. Burroughs, Inc.*, Alameda County Superior Court,
22 Case No. RG18906875;
- 23 o. *Mansur v. Owens-Brockway Glass Container, Inc.*, San Joaquin County Superior
24 Court, Case No. STK-CV-UOW-2018-14631;
- 25 p. *Alderson v. Alameda County Agricultural Fair Association*, Alameda County
26 Superior Court, Case No. RG18912654;
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- 1 q. *Terry v. Mare Island Dry Dock, LLC*, Solano County Superior Court, Case No.
2 FCS051650;
- 3 r. *Mettler, Bender, and Rojas v. Les Schwab Tire Centers of California, Inc.*, San
4 Joaquin County Superior Court, Case No. STK-CV-UOE-2018-476;
- 5 s. *Escalera v. La Tapatia Mexican Market, Inc.*, San Joaquin County Superior Court,
6 Case No., ST-CV-UOE-2017-5296;
- 7 t. *Garcia, et al. v. HMS Host USA, Inc.*, United States District Court, Northern
8 District of California, Case No. 17-cv-03069-RS;
- 9 u. *Ali v. Sutter Valley Medical Foundation, Inc.*, Sacramento County Superior Court,
10 Case No. 34-2017-00217486;
- 11 v. *Grady, et al. v. People 2.0 dba The Hire Source, et al.*, San Joaquin County Case
12 No. STK-CV-UOE-2017-13867;
- 13 w. *Kumar v. Forty Niners Stadium Management Company*, Santa Clara County
14 Superior Court, Case No. 17CV3121427;
- 15 x. *Gast v. Flooring Liquidators, Inc.*, Stanislaus County Superior Court, Case No.
16 2026223;
- 17 y. *Russell v. KeHe Distributors, Inc.*, United States District Court, Eastern District of
18 California, Case No. 2:17-at-00592;
- 19 z. *Smith v. Wal-Mart Stores, Inc. et al.*, United States District Court, Northern
20 District of California, Case No. 3:16-cv-02832-JD;
- 21 aa. *Titus v. The Martin-Brower, LLC*, United States District Court, Eastern District of
22 California, Case No. 2:17-cv-00558-JAM-GGH;
- 23 bb. *Hugues v. The Morning Star Trucking Company, LLC, et al.*, Yolo County
24 Superior Court Case No. CV16-1215;
- 25 cc. *Ahmed v. Beverly Health and Rehabilitation Services, Inc., et al.*, United States
26 District Court, Eastern District of California, Case No. 2:16-cv-01747-WBS-KJN;
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1 dd. *Guzman-Padilla, et al. v. Gerard Van De Pol, et al.*, United States District Court,
2 Eastern District of California, Case No. 2:17-cv-00196-JAM-KJN;
3 ee. *Jaime v. Walt Disney Parks and Resorts U.S., Inc.*, United States District Court,
4 Central District of California, Case No. SACV 15-01618-CJC(DFMx);
5 ff. *Stevens v. Suncrest Solar, Inc.*, Fresno County Superior Court, Case No.
6 16CECG03355;
7 gg. *Cardoza v. Blazona Concrete Construction, Inc.*, Alameda County Superior Court
8 Case No. RG17866256;
9 hh. *Maasrani v. Waterton Hospitality Management*, San Mateo County Superior
10 Court, Case No. 17CIV05470;
11 ii. *Huynh v. Parker-Hannifin Corporation*, Stanislaus County Superior Court, Case
12 No. 2022325;
13 jj. *Moser v. O'Connor Woods Housing Corporation*, San Joaquin County Superior
14 Court, Case No. STK-CV-UOE-2014-0009861;
15 kk. *Bastami v. Semiconductor Components Industries, LLC*, Santa Clara County
16 Superior Court, Case No. 16cv297447;
17 ll. *Davis v. Balfour Beatty Infrastructure, Inc.*, Los Angeles County Superior Court,
18 Case No. BC592580;
19 mm. *Van Lith v. iHeartmedia + Entertainment, Inc. et al.*, United States District
20 Court, Eastern District of California, Case No. 1-16-cv-00066-SKO;
21 nn. *Clark v. Arrow Sign Co.*, San Joaquin County Superior Court, Case No. STK-CV-
22 UOE-2016-6457;
23 oo. *Moreno v. B.R. Funsten & Co.*, Solano County Superior Court Case No.
24 FCS046149;
25 pp. *Taylor v. Meadowbrook Meat Company, Inc.*, United States District Court,
26 Northern District of California, Case No. 3:15-cv-00132-LB;
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1 qq. *Perez et al. v. Abbate Family Farms Limited Partnership et al.*, San Joaquin
2 County Superior Court, Case No. 39-2012-00288653-CU-OE-STK
3 rr. *Bice v. Vensure HR, Inc., et al.*, San Joaquin County Superior Court, Case No.
4 STK-CV-UOE-2016-1264.
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6 I declare the foregoing is true and correct under penalty of perjury under the laws of the State
7 of California. Executed this 31st day of May, 2024, in Lodi, California.
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9 _____
10 VLADIMIR J. KOZINA
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Exhibit 1

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiff Lucia Lopez-Martinez (“Plaintiff”) and Defendant PCV Modesto 1, LLC (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as “Parties,” or individually as “Party.”

1. **DEFINITIONS.**

- 1.1. “Action” means Plaintiff’s lawsuit alleging, inter alia, wage and hour violations under PAGA against Defendant entitled *Lopez v. PCV Modesto 1, LLC, et al.*, Case No. CV-23-002478, initiated on May 3, 2023, and pending in the Superior Court of the State of California, County of Stanislaus.
- 1.2. “Aggrieved Employee” means all current and former non-exempt employees of Defendant who worked in California at any time during the period of July 22, 2022, to November 20, 2023.
- 1.3. “Court” means the Superior Court of the State of California, County of Stanislaus.
- 1.4. “Defendant” means Defendant PCV Modesto 1, LLC.
- 1.5. “Defense Counsel” means Bruce Sarchet, Esq., John Adams, Esq., and Lauren Orozco, Esq. of Littler Mendelson, P.C., 500 Capitol Mall, Suite 2000, Sacramento, CA 95814.
- 1.6. “Effective Date” means the date on which the Court enters an Order Approving the PAGA Settlement and Dismissing Plaintiff’s Ninth Cause of Action with Prejudice.
- 1.7. “Gross Settlement Amount” means the exact sum of \$5,000.00, which represents the total amount payable under this Settlement by Defendant, including but not limited to Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, and PAGA Counsel Litigation Expenses Payment.
- 1.8. “Individual PAGA Payment” means the Aggrieved Employees’ pro rata share of 25% of the PAGA Penalties, calculated according to the number of Pay Periods the Aggrieved Employees worked during the PAGA Period.
- 1.9. “LWDA” means the California Labor and Workforce Development Agency, the agency referenced in Labor Code section 2699, subd. (i).
- 1.10. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.11. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment. The remainder is to be paid to Aggrieved Employees as Individual PAGA Payments and to the LWDA for the LWDA PAGA Payment.

- 1.12. “PAGA Counsel” means Vladimir J. Kozina, Esq. of Mayall Hurley, P.C., 112 S. Church Street, Lodi, CA 95240, the attorneys representing the Plaintiff in the Action.
- 1.13. “PAGA Counsel Fees Payment” and “PAGA Counsel Litigation Expenses Payment” mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.
- 1.14. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.
- 1.15. “PAGA Period” means the period from July 22, 2022, to November 20, 2023.
- 1.16. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).
- 1.17. “PAGA Notice” means Plaintiff’s letter, dated July 7, 2023, to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).
- 1.18. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Net Settlement Amount, allocated 25% to the Aggrieved Employees (\$771.68) and 75% to the LWDA (\$2,315.03) in settlement of the Released PAGA claims.
- 1.19. “Plaintiff” means Lucia Lopez-Martinez, the named plaintiff in the Action.
- 1.20. “Approval Order” means the Court Order Granting Approval of the PAGA Settlement.
- 1.21. “Released PAGA Claims” means the claims being released by the Plaintiff, Aggrieved Employees, and PAGA Counsel, as described in Paragraph 5 below, including all claims for civil penalties under the PAGA that were set forth, or could have been set forth based on the facts alleged in the Action, for penalties pursuant to PAGA for violations of Labor Code sections 201-204, 226, 226.7, 233, 246, 246.5, 512, 558, and 2802.
- 1.22. “Released Parties” means: Defendant PCV Modesto 1, LLC, its subsidiaries, parents, and affiliated companies, and each of its former and present directors, officers, agents, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, and affiliates.
- 1.23. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.

2. **RECITALS.**

- 2.1. On May 3, 2023, Plaintiff commenced this Action by filing a Complaint alleging causes of action against Defendant for violations of the FEHA, including religious discrimination, failure to accommodate religious practice, retaliation, and failure to

prevent discrimination and retaliation. This Settlement does not concern Plaintiff's FEHA-related claims and allegations.

- 2.2. On September 26, 2023, Plaintiff filed a First Amended Complaint adding causes of action against Defendant for failure to pay sick pay/retaliation, failure to pay all wages at termination, failure to furnish accurate, itemized wage statements, failure to reimburse business expenses, and a claim under the PAGA. The First Amended Complaint is the operative complaint in the Action (the "Operative Complaint"). Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in the Operative Complaint, and denies any and all liability for the causes of action alleged.
- 2.3. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave written notice to Defendant and the LWDA by sending the PAGA Notice.
- 2.4. Prior to and in the course of negotiating the Settlement, Plaintiff obtained, through formal and informal discovery, documents relating to Plaintiff's wage and hour and PAGA claims, including policy documents, payroll records, wage statements, and information relating to the number of pay periods and size of the Aggrieved Employee group.
- 2.5. The Parties, PAGA Counsel, and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. **MONETARY TERMS.**

- 3.1. Gross Settlement Amount. Defendant promises to pay \$5,000.00 and no more as the Gross Settlement Amount. Defendant has no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 4.2 of this Agreement. The entire Gross Settlement Amount will be distributed without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.
- 3.2. Payments from the Gross Settlement Amount. The following payments will be deducted from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:
 - 3.2.1. To PAGA Counsel: A PAGA Counsel Fees Payment of not more than 33 1/3% (\$1,666.67) and PAGA Counsel Litigation Expenses Payment of not more than \$246.62. Defendant will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, Defendant will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to PAGA Counsel or any other Plaintiff's Counsel arising from any claim to any portion the PAGA Counsel Fee Payment

and/or PAGA Counsel Litigation Expenses Payment. Defendant will report the PAGA Counsel Fees Payment and PAGA Counsel Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.2. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$3,086.71 to be paid from the Gross Settlement Amount, with 75% (\$2,315.03) allocated to the LWDA PAGA Payment and 25% (\$771.68) allocated to the Individual PAGA Payments.

3.2.2.1. Defendant will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$771.68) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.2.2. If the Court approves PAGA Penalties of less than the amount requested, Defendant will allocate the remainder to the Net Settlement Amount. The Individual PAGA Payments shall be allocated as 100% penalties. Defendant will report the Individual PAGA Payments on IRS 1099 Forms.

4. **SETTLEMENT FUNDING AND PAYMENTS.**

4.1. Aggrieved Employee Pay Periods. Based on a review of its records to date, Defendant estimates there are 36 Aggrieved Employees who worked a total of 18 PAGA Pay Periods in which meal period premiums were paid and a total of 667 PAGA Pay Periods overall. Defendant sold its assets and did not employ any employees as of November 20, 2023.

4.2. Payments from the Gross Settlement Amount. Within 30 days after the date the Court enters an Approval Order, Defendant will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment.

4.2.1. Defendant will issue checks for the Individual PAGA Payments and send them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less

than 180 days after the date of mailing) when the check will be voided. Defendant will cancel all checks not cashed by the void date.

- 4.2.2. For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, Defendant shall transmit the funds represented by such checks to the Boys and Girls Club of Stanislaus County in the name of the Aggrieved Employee.
- 4.2.3. The payment of Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to the Aggrieved Employees (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. **RELEASES OF CLAIMS.**

Effective on the date when Defendant makes the payments set forth above, Plaintiff will release claims against all Released Parties as follows:

5.1 Plaintiff's Release. Plaintiff and her respective former and present spouses, representatives, agents, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences that occurred during the PAGA Period, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained in the Operative Complaint and the PAGA Notice ("Plaintiff's Release"). Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the PAGA Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

5.1.1 Plaintiff's Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

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.

5.2 Release by Aggrieved Employees:

All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint and PAGA Notice. See the Released PAGA claims identified above.

6. **MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT.**

The Parties agree to cooperate to effectuate approval of this Settlement.

- 6.1 Responsibilities of PAGA Counsel. Following full execution of this Settlement Agreement and subject to Defendant's review and approval prior to filing, Plaintiff's Counsel shall prepare and file a motion to the Court for approval of this Agreement. In connection with the motion, Plaintiff's Counsel will present this Settlement Agreement to the Court and will request that the Court issue a Settlement Approval Order and Dismissal of PAGA Claims with Prejudice. Defendant shall not unreasonably withhold its approval of the motion for approval of this Agreement. Pursuant to Labor Code § 2699(1), Plaintiff will provide a copy of this Settlement Agreement to the LWDA concurrently with the filing of the motion for approval of the settlement. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor Code Section 2699, subd. (1)(2)-(4).
- 6.2 Responsibilities of PAGA Counsel and Defense Counsel. PAGA Counsel and Defense Counsel are jointly responsible for cooperating in good faith to expeditiously file the application or motion for approval of this Settlement no later than 30 days after the full execution of this Agreement and, if necessary, obtain a prompt hearing date for the motion and appear in Court to advocate in favor of the motion. PAGA Counsel is responsible for delivering the Court's Preliminary Approval to the LWDA in accordance with Labor Code Section 2699, subd. (1)(2), (4), and any Order or Judgment in accordance with Labor Code Section 2699, subd. (1)(3), (4).
- 6.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed application or motion for approval of this Settlement and/or the supporting declarations and documents, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant the motion for approval of this Settlement or conditions its approval on any material change to this Agreement, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. **SETTLEMENT ADMINISTRATION.**

7.1. Defendant to Administer Settlement. The Parties agree that retention and payment of expenses to a third-party administrator is not economical in this instance given the small size of the Aggrieved Employee group and the limited value of the claims. The parties further agree that such payment would substantially reduce the funds paid to the LWDA and Aggrieved employees. Accordingly, Defendant shall undertake the obligation of making the payments required pursuant to this Agreement to the LWDA, PAGA Counsel, and the Aggrieved Employees.

8. **AGGRIEVED EMPLOYEE SIZE ESTIMATES.**

Based on its records, Defendant estimates that, as of the date of this Settlement Agreement, there are 36 Aggrieved Employees who worked 667 Pay Periods during the PAGA Period.

9. **CONTINUING JURISDICTION OF THE COURT.**

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, (ii) addressing settlement administration matters, and (iii) addressing such post-dismissal matters as are permitted by law.

9.1 Waiver of Right to Appeal. Provided the Approval Order is consistent with the terms and conditions of this Agreement, specifically including the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment, the Parties, their respective counsel waive all rights to appeal from the Approval Order, including all rights to post-judgment and appellate proceedings. If another party appeals the Approval Order, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Order becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

10. **ADDITIONAL PROVISIONS.**

10.1 No Admission of Liability. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's defenses in the Action have merit. If, for any reason the Court does not approve this Settlement, Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to contest Defendant's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement). The

Parties also agree to adhere to Paragraph 6.3, above, and Paragraph 10.4, below, if the Court does not approve this Settlement.

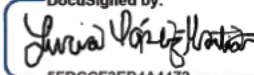
- 10.2 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.
- 10.3 Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.
- 10.4 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.
- 10.5 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 10.6 No Tax Advice. Neither Plaintiff, PAGA Counsel, Defendant, nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 10.7 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 10.8 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 10.9 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.

- 10.10 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 10.11 Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 10.12 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 10.13 Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.
- 10.14 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.
- 10.15 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that, pursuant to Code of Civil Procedure section 583.330, upon the signing of this Agreement, the date to bring a case to trial under Code of Civil Procedure section 583.310 will be extended for the entire period of this settlement process.
- 10.16 Acknowledgement by the Parties. The Parties believe this Settlement Agreement is a fair, adequate, and reasonable settlement of the Action and have arrived at this settlement after arm’s-length negotiations by experienced counsel. The Parties further acknowledge that they are each represented by competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness and reasonableness of this settlement.
- 10.17 Representation by Counsel. The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and that this Settlement Agreement has been executed with the consent and advice of counsel and reviewed in full.
- 10.18 Dismissal of PAGA Claims With Prejudice. This Settlement contemplates the (a) entry of an Order by the Court approving the Settlement and payments allocated

for Settlement, as set forth above, and (b) dismissal of the Released PAGA claims with prejudice.

Dated:

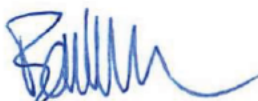
5/13/2024

DocuSigned by:

5FDGCF3EB4A4473...

Plaintiff Lucia Lopez-Martinez

Dated:

5/13/2024

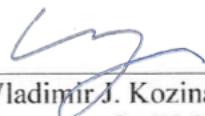
 Ben Heiderscheidt

Authorized Agent for
Defendant PCV Modesto 1, LLC

Approved as to Form:

Dated: 5/14/2024

Mayall Hurley, P.C.


Vladimir J. Kozina
Attorneys for Plaintiff

Dated:

Littler Mendelson, P.C.

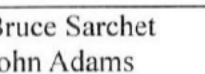

Bruce Sarchet
John Adams
Lauren Orozco
Attorneys for Defendant

Exhibit 2

Exhibit 3

LAW OFFICES
MAYALL HURLEY

A PROFESSIONAL CORPORATION

Voice (209) 477-3833
Facsimile (209) 473-4818

2453 GRAND CANAL BOULEVARD
SECOND FLOOR
STOCKTON, CALIFORNIA 95207-8253

Tax ID No. 94-2190545

May 15, 2024

Invoice Number 0

LUCIA (LUCY) LOPEZ

In the matter of: LOPEZ V. PCV MODESTO 1, LLC - CONTINGENCY

Our file number: [REDACTED] [REDACTED]

For Professional Services Rendered

VJK	02/10/2023		0.70	0.70	315.00	220.50
02/10/2023	VJK	Initial client consultation			0.70	\$220.50
VJK	02/13/2023		0.40	0.40	315.00	126.00
02/13/2023	VJK	Prepare client onboarding documents and send to client for signature			0.40	\$126.00
VJK	02/14/2023		0.40	0.40	315.00	126.00
02/14/2023	VJK	Draft correspondence to Defendant			0.40	\$126.00
VJK	02/16/2023		0.50	0.50	315.00	157.50
02/16/2023	VJK	Receive/review documents from client			0.50	\$157.50
VJK	03/07/2023		0.20	0.20	315.00	63.00
03/07/2023	VJK	Phone call with defense counsel			0.20	\$63.00
VJK	03/07/2023		0.40	0.40	315.00	126.00
03/07/2023	VJK	Review client's personnel file; additional correspondence with defense counsel			0.40	\$126.00
VJK	03/14/2023		0.20	0.20	315.00	63.00
03/14/2023	VJK	Receive/respond correspondence from client			0.20	\$63.00
VJK	03/20/2023		0.60	0.60	315.00	189.00
03/20/2023	VJK	Draft DFEH complaint			0.60	\$189.00
VJK	04/10/2023		0.90	0.90	315.00	283.50
04/10/2023	VJK	Draft DFEH complaint			0.90	\$283.50
VJK	05/02/2023		1.90	1.90	315.00	598.50
05/02/2023	VJK	Draft complaint			1.90	\$598.50
VJK	05/16/2023		0.20	0.20	315.00	63.00
05/16/2023	VJK	Correspondence with client			0.20	\$63.00
VJK	06/20/2023		0.50	0.50	315.00	157.50
06/20/2023	VJK	Receive/review discovery to client			0.50	\$157.50
VJK	07/05/2023		1.60	1.60	315.00	504.00
07/05/2023	VJK	Review/prepare discovery summary to send to client and begin draft of discovery responses			1.60	\$504.00

VJK	07/05/2023	1.40	1.40	315.00	441.00
07/05/2023	VJK	Begin drafting responses to Defendant's discovery requests		1.40	\$441.00
VJK	07/06/2023	4.90	4.90	315.00	1,543.50
07/06/2023	VJK	Draft initial written discovery to defendant		4.90	\$1,543.50
VJK	07/07/2023	2.10	2.10	315.00	661.50
07/07/2023	VJK	Finalize initial discovery to Defendant		2.10	\$661.50
VJK	07/07/2023	1.30	1.30	315.00	409.50
07/07/2023	VJK	Draft PAGA Notice to Defendant		1.30	\$409.50
VJK	07/10/2023	0.20	0.20	315.00	63.00
07/10/2023	VJK	Correspondence with defense counsel re Plaintiff's discovery responses		0.20	\$63.00
VJK	07/10/2023	2.30	2.30	315.00	724.50
07/10/2023	VJK	Draft discovery responses		2.30	\$724.50
VJK	07/11/2023	2.70	2.70	315.00	850.50
07/11/2023	VJK	Draft/revise discovery responses		2.70	\$850.50
VJK	07/12/2023	0.20	0.20	315.00	63.00
07/12/2023	VJK	Correspondence with defense counsel		0.20	\$63.00
VJK	07/13/2023	1.20	1.20	315.00	378.00
07/13/2023	VJK	Draft/revise discovery responses		1.20	\$378.00
VJK	07/25/2023	0.40	0.40	315.00	126.00
07/25/2023	VJK	Receive/review additional documents from client		0.40	\$126.00
VJK	07/25/2023	2.00	2.00	315.00	630.00
07/25/2023	VJK	Meet with client to review discovery responses; obtain additional documents and information		2.00	\$630.00
VJK	07/25/2023	1.30	1.30	315.00	409.50
07/25/2023	VJK	Draft/revise discovery responses		1.30	\$409.50
VJK	07/25/2023	0.50	0.50	315.00	157.50
07/25/2023	VJK	Receive/review additional docs from client		0.50	\$157.50
VJK	07/28/2023	1.20	1.20	315.00	378.00
07/28/2023	VJK	Draft/revise discovery responses		1.20	\$378.00
VJK	07/31/2023	6.10	6.10	315.00	1,921.50
07/31/2023	VJK	Draft/revise discovery responses		6.10	\$1,921.50
VJK	08/01/2023	2.80	2.80	315.00	882.00
08/01/2023	VJK	Draft/revise discovery responses and prepare documents for production		2.80	\$882.00
VJK	08/02/2023	1.60	1.60	315.00	504.00
08/02/2023	VJK	Revise/finalize draft initial discovery responses; send to client for review		1.60	\$504.00
VJK	08/03/2023	2.30	2.30	315.00	724.50
08/03/2023	VJK	Draft/revise discovery responses		2.30	\$724.50
VJK	08/04/2023	1.60	1.60	315.00	504.00
08/04/2023	VJK	Draft/revise discovery		1.60	\$504.00
VJK	08/07/2023	2.20	2.20	315.00	693.00
08/07/2023	VJK	Finalize discovery responses and documents for production		2.20	\$693.00
VJK	08/09/2023	0.20	0.20	315.00	63.00
08/09/2023	VJK	Receive/review additional documents from client re job search		0.20	\$63.00

VJK	08/29/2023	0.20	0.20	315.00	63.00
08/29/2023	VJK	Correspondence with defense counsel		0.20	\$63.00
VJK	09/05/2023	0.30	0.30	315.00	94.50
09/05/2023	VJK	Receive/review multiple correspondence from client re job search		0.30	\$94.50
VJK	09/12/2023	0.60	0.60	315.00	189.00
09/12/2023	VJK	Receive/review discovery responses from defendant		0.60	\$189.00
VJK	09/14/2023	4.30	4.30	315.00	1,354.50
09/14/2023	VJK	Draft First Amended Complaint/stipulation to amend/correspondence with defense counsel re same.		4.30	\$1,354.50
VJK	09/21/2023	0.40	0.40	315.00	126.00
09/21/2023	VJK	Receive/review meet and confer letter from defendant; correspondence with counsel re same		0.40	\$126.00
VJK	09/21/2023	0.20	0.20	315.00	63.00
09/21/2023	VJK	Correspondence with defense counsel		0.20	\$63.00
VJK	09/25/2023	3.60	3.60	315.00	1,134.00
09/25/2023	VJK	Draft meet/confer response letter		3.60	\$1,134.00
VJK	09/25/2023	0.30	0.30	315.00	94.50
09/25/2023	VJK	Phone conference with client		0.30	\$94.50
VJK	09/26/2023	0.40	0.40	315.00	126.00
09/26/2023	VJK	Finalize FAC for filing, prepare NOE order re stipulation for FAC		0.40	\$126.00
VJK	10/03/2023	2.50	2.50	315.00	787.50
10/03/2023	VJK	Begin drafting meet/confer letter re defendant's responses		2.50	\$787.50
VJK	10/04/2023	4.00	4.00	315.00	1,260.00
10/04/2023	VJK	Draft meet/confer letter re defendant's responses; research supporting authority		4.00	\$1,260.00
VJK	10/05/2023	0.40	0.40	315.00	126.00
10/05/2023	VJK	Receive/review further meet/confer letter from defendant		0.40	\$126.00
VJK	10/06/2023	2.10	2.10	315.00	661.50
10/06/2023	VJK	Draft/finalize RFP-2, SI-2, RFA-2, and FI-2 to defendant		2.10	\$661.50
VJK	10/06/2023	0.40	0.40	315.00	126.00
10/06/2023	VJK	Draft NOD Jazmin Tellez		0.40	\$126.00
VJK	10/06/2023	0.70	0.70	315.00	220.50
10/06/2023	VJK	Draft response to Defendant meet/confer letter		0.70	\$220.50
VJK	10/07/2023	0.50	0.50	315.00	157.50
10/07/2023	VJK	Receive/review voicemail messages from client		0.50	\$157.50
VJK	10/09/2023	0.30	0.30	315.00	94.50
10/09/2023	VJK	Receive/respond multiple correspondence from defense counsel re meet/confer		0.30	\$94.50
VJK	10/09/2023	0.20	0.20	315.00	63.00
10/09/2023	VJK	Correspondence with client		0.20	\$63.00
VJK	10/10/2023	0.20	0.20	315.00	63.00
10/10/2023	VJK	Correspondence with client		0.20	\$63.00
VJK	10/11/2023	0.60	0.60	315.00	189.00
10/11/2023	VJK	Phone conference with client/draft amended discovery responses		0.60	\$189.00
VJK	10/11/2023	0.20	0.20	315.00	63.00
10/11/2023	VJK	Correspondence with client		0.20	\$63.00

VJK	10/13/2023	0.50	0.50	315.00	157.50
10/13/2023	VJK	Receive/review meet/confer response from defendant		0.50	\$157.50
VJK	10/13/2023	0.20	0.20	315.00	63.00
10/13/2023	VJK	Correspondence with client		0.20	\$63.00
VJK	10/13/2023	0.30	0.30	315.00	94.50
10/13/2023	VJK	Draft CMC statement and jury trial demand		0.30	\$94.50
VJK	10/16/2023	0.80	0.80	315.00	252.00
10/16/2023	VJK	Prepare for and conduct conference with defense counsel		0.80	\$252.00
VJK	10/18/2023	1.70	1.70	315.00	535.50
10/18/2023	VJK	Begin drafting demand letter to defendant		1.70	\$535.50
VJK	10/19/2023	2.80	2.80	315.00	882.00
10/19/2023	VJK	Draft demand letter to defense counsel		2.80	\$882.00
VJK	10/25/2023	0.20	0.20	315.00	63.00
10/25/2023	VJK	Correspondence with defense counsel		0.20	\$63.00
VJK	10/27/2023	0.20	0.20	315.00	63.00
10/27/2023	VJK	Correspondence with defense counsel		0.20	\$63.00
VJK	10/30/2023	0.60	0.60	315.00	189.00
10/30/2023	VJK	Attend CMC		0.60	\$189.00
VJK	11/13/2023	0.20	0.20	315.00	63.00
11/13/2023	VJK	Correspondence with client		0.20	\$63.00
VJK	11/16/2023	0.20	0.20	315.00	63.00
11/16/2023	VJK	Correspondence with defense counsel		0.20	\$63.00
VJK	11/17/2023	0.40	0.40	315.00	126.00
11/17/2023	VJK	Receive/review correspondence from defendant re revised offer		0.40	\$126.00
VJK	12/06/2023	0.30	0.30	315.00	94.50
12/06/2023	VJK	Conference with client		0.30	\$94.50
VJK	12/07/2023	0.20	0.20	315.00	63.00
12/07/2023	VJK	Correspondence with defense counsel		0.20	\$63.00
VJK	12/13/2023	0.40	0.40	315.00	126.00
12/13/2023	VJK	Phone conference with client; draft response to defense counsel re settlement		0.40	\$126.00
VJK	12/19/2023	0.30	0.30	315.00	94.50
12/19/2023	VJK	Receive/respond correspondence from defense counsel re settlement		0.30	\$94.50
VJK	01/22/2024	0.20	0.20	315.00	63.00
01/22/2024	VJK	Correspondence to defense counsel re status		0.20	\$63.00
VJK	02/16/2024	0.30	0.30	315.00	94.50
02/16/2024	VJK	Draft CMC statement		0.30	\$94.50
VJK	02/22/2024	0.50	0.50	315.00	157.50
02/22/2024	VJK	Receive/review draft individual settlement agreement from defense counsel		0.50	\$157.50
VJK	02/26/2024	3.60	3.60	315.00	1,134.00
02/26/2024	VJK	Draft PAGA settlement agreement and being draft of PAGA approval motion		3.60	\$1,134.00
VJK	03/01/2024	0.80	0.80	315.00	252.00
03/01/2024	VJK	Draft/revise settlement agreements; send to defense counsel		0.80	\$252.00

VJK	03/04/2024	0.40	0.40	315.00	126.00
03/04/2024	VJK	Attend CMC		0.40	\$126.00
VJK	03/08/2024	0.30	0.30	315.00	94.50
03/08/2024	VJK	Correspondence with defense counsel		0.30	\$94.50
VJK	03/14/2024	0.30	0.30	315.00	94.50
03/14/2024	VJK	Correspondence with defense counsel		0.30	\$94.50
VJK	03/15/2024	1.30	1.30	315.00	409.50
03/15/2024	VJK	Draft/revise PAGA agreement; correspondence with defense counsel re same		1.30	\$409.50
VJK	03/22/2024	0.30	0.30	315.00	94.50
03/22/2024	VJK	Correspondence with defense counsel		0.30	\$94.50
VJK	04/01/2024	0.20	0.20	315.00	63.00
04/01/2024	VJK	Correspondence with defense counsel		0.20	\$63.00
VJK	04/10/2024	0.40	0.40	315.00	126.00
04/10/2024	VJK	Receive/review proposed revisions to PAGA agreement		0.40	\$126.00
VJK	04/10/2024	0.20	0.20	315.00	63.00
04/10/2024	VJK	Correspondence with defense counsel re proposed settlement revisions		0.20	\$63.00
VJK	04/12/2024	0.20	0.20	315.00	63.00
04/12/2024	VJK	Correspondence with defense counsel		0.20	\$63.00
VJK	04/25/2024	0.20	0.20	315.00	63.00
04/25/2024	VJK	Correspondence with defense counsel		0.20	\$63.00
VJK	04/26/2024	0.20	0.20	315.00	63.00
04/26/2024	VJK	Correspondence with defense counsel		0.20	\$63.00

Total professional services:**\$27,751.50****Expenses**

C011	02/14/2023	\$6.85	
02/14/2023	Postage / Certified Mail		\$6.85
C001	05/03/2023	\$465.03	
05/03/2023	Clerk/Court Filing Fees : ONELEGAL#14535381		\$465.03
C011	05/11/2023	\$7.09	
05/11/2023	Postage / Certified Mail		\$7.09
C001	05/16/2023	\$17.04	
05/16/2023	Clerk/Court Filing Fees : ONELEGAL#14567514		\$17.04
E113	05/16/2023	\$103.00	
	Invoice # vlkoz.59218		
05/16/2023	VALPRO ATTORNEY SERVICES; Invoice # vlkoz.59218; Subpoena/Processor Fees		\$103.00
C001	07/07/2023	\$75.00	
07/07/2023	Clerk/Court Filing Fees : LWDA/PAGAcc		\$75.00
C011	07/07/2023	\$8.23	
07/07/2023	Postage / Certified Mail		\$8.23
C001	09/26/2023	\$37.78	
09/26/2023	Clerk/Court Filing Fees: ONELEGAL#14908873cc		\$37.78
C001	09/27/2023	\$17.04	

09/27/2023	Clerk/Court Filing Fees: ONELEGAL#14912886cc	\$17.04
C001	09/28/2023	\$17.04
09/28/2023	Clerk/Court Filing Fees: ONELEGAL#14915636cc	\$17.04
C001	10/19/2023	\$171.62
10/19/2023	Clerk/Court Filing Fees: ONELEGAL#14975611cc	\$171.62
C021	10/23/2023	\$30.35
10/23/2023	Telephonic Court: STANSUPCT#02340Z	\$30.35
C001	02/21/2024	\$19.10
02/21/2024	Clerk/Court Filing Fees:ONELEGAL#15319559cc	\$19.10
C021	02/26/2024	\$30.35
02/26/2024	Telephonic Court: STANSUPCT#02685J	\$30.35

Total expenses: **\$1,005.52**

Current charges: \$28,757.02

Summary:

Payments applied:	\$0.00
Current Charges:	\$28,757.02
Discount	\$0.00

Total Amount Now Due: **\$28,757.02**

Service Provider Summary

Kozina, Vladimir J	88.10	315.00	27,751.50
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