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Attorneys for Plaintiff

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE**

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

Plaintiff,

vs.

ALAMITOS ENTERPRISES, LLC, a
California limited liability company; THE
ALAMITOS GROUP, an unknown business
entity; and DOES 1 through 100, inclusive,

Defendants.

Case No.: 30-2023-01349555-CU-OE-CXC

Honorable Layne H. Melzer
Department CX102

**DECLARATION OF BRIAN J. ST. JOHN
IN SUPPORT OF PLAINTIFF'S MOTION
FOR APPROVAL OF PRIVATE
ATTORNEYS GENERAL ACT
SETTLEMENT AGREEMENT AND
RELEASE, AWARD OF ATTORNEYS'
FEES AND COSTS, GENERAL RELEASE
FEE, AND SETTLEMENT
ADMINISTRATION COSTS**

[Notice of Motion and Motion for Approval of
Private Attorneys General Act Settlement
Agreement and Release, Attorneys' Fees and
Costs, General Release Fee, and Settlement
Administration Costs; Declaration of Plaintiff
(Aileen Rodriguez); and [Proposed] Order and
Judgment filed concurrently herewith]

Hearing Date: April 2, 2026
Hearing Time: 2:00 P.M.
Department: CX102

Complaint Filed: September 13, 2023
Trial Date: None Set

DECLARATION OF BRIAN J. ST. JOHN

I, Brian J. St. John, hereby declare as follows:

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

LITIGATION AND REPRESENTATIVE AND CLASS ACTION EXPERIENCE

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

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

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

17 4. Arby Aiwazian is a Member and Shareholder of Lawyers for Justice, PC. He
18 received his Bachelor of Arts degree from University of California, Los Angeles and graduated
19 magna cum laude. He earned a Juris Doctor degree, cum laude, from Southwestern Law School.
20 From approximately May 2007 to approximately July 2007, he served as a Judicial Extern to the
21 Honorable Earl Johnson, Jr. of the California Court of Appeal for the Second Appellate District.
22 From approximately August 2008 to approximately December 2008, he served as a Judicial
23 Extern to the Honorable Kim McLane Wardlaw of the United State Court of Appeals for the
24 Ninth Circuit. He was admitted to practice law in California in 2010. He is admitted to practice
25 before all courts of the State of California and all United States District Courts in the State of
26 California. He has worked on many wage-and-hour class action and representative action cases,
27 taking the lead in taking and defending depositions, arguing motions, and attending mediations.
28 He has played an integral role in preparing matters for class certification, including and not

1 limited to, successful certification of a class in *Upson v. Sur La Table* (Los Angeles County
2 Superior Court Case No. BC424012), *Montazemi v. Regus Management* (Los Angeles County
3 Superior Court Case No. BC478769), and *Abdulhaqq v. Urban Outfitters* (Alameda County
4 Superior Court Case No. RG13680477). Under his supervision, dozens of class action or
5 representative action cases have resulted in settlements that have been granted court approval,
6 including and not limited to, those listed in paragraph 7 herein. He has handled over one
7 hundred and fifty (150) mediations and has worked on over two hundred and fifty (250) class
8 action or representative action cases which have resulted in settlement.

9 5. Joanna Ghosh is a Managing Member of Lawyers for Justice, PC. She received a
10 Bachelor of Arts degree from California State University, Los Angeles in 2006, a Master of
11 Science degree from the London School of Economics in 2007, and a Juris Doctor degree from
12 Georgetown University Law Center in 2010. She is admitted to practice in California (since
13 2010) and in New York (since 2013) and she is also admitted to practice in all U.S. District
14 Courts in California, the U.S. Bankruptcy Court for the Central District of California, and the
15 U.S. Supreme Court. She has taken and defended dozens of depositions and successfully
16 handled motion practice in class action cases regarding discovery (including and not limited to,
17 regarding class contact information), class certification (both contested class certification and
18 stipulated class certification), arbitration agreements, coordination, and intervention. She has
19 successfully handled briefing and oral argument on appeal and obtained notable decisions
20 regarding the Private Attorneys General Act and employer efforts to compel arbitration of PAGA
21 claims, e.g., *Roberto Betancourt v. Prudential Overall Supply* (Cal. Ct. App., Mar. 7, 2017) 9
22 Cal.App.5th 439, cert. denied (Cal., May 24, 2017), cert. denied (U.S., Dec. 11, 2017) and *ZB,*
23 *N.A. v. Superior Court* (2019) 8 Cal.5th175. She has significant experience with class actions,
24 including and not limited to working on cases to obtain class certification through contested
25 motion practice and working on cases in the post-certification stage (e.g., post-certification
26 discovery, appeal, statistical sampling and pilot study, and trial preparation in conjunction with
27 co-counsel in a case involving a certified class consisting of approximately 2,600 individuals).
28 She has extensive experience with class action and/or representative action settlements, and have

1 handled this process in over five hundred (500) cases. Under her, Edwin Aiwazian, and Arby
2 Aiwazian's supervision, Lawyers *for* Justice, PC has handled the class certification and court
3 approval process for hundreds of class action and/or representative action matters that have
4 successfully resolved. She is a member of the California Employment Lawyers Association and,
5 on several occasions, has been a speaker regarding topics in wage and hour law at the
6 organization's continuing legal education events.

7 6. I am a member of Lawyers *for* Justice, PC. I received my Bachelor's degree
8 from the University of California, San Diego in 2010 and earned my Juris Doctor degree from
9 the University of California, Berkeley, School of Law in 2013. I was admitted to practice law in
10 California in 2015. I am admitted to practice before all courts of the State of California and all
11 federal district courts in the State of California. I have worked on many wage and hour class
12 action and PAGA representative matters, and my work has included, *inter alia*, researching and
13 drafting pleadings, administrative notice exhaustion, drafting, negotiating, and finalizing
14 stipulations and settlement agreements, engaging in motion practice, claims evaluation and
15 analysis, and making court appearances. Prior to working at Lawyers *for* Justice, PC, I spent
16 several years working for a boutique employment and labor law firm representing employers,
17 and, in 2019 and 2020, I was employed as general counsel for a DMHC licensed discount dental
18 plan.

19 **EXAMPLES OF RESULT IN REPRESENTATIVE AND CLASS ACTION CASES**

20 7. What follows are just a few examples of the type of results Lawyers *for* Justice,
21 PC ("LFJ") has achieved on behalf of its clients:

22 a) LFJ, in association with co-counsel therein, represented the plaintiffs in a
23 wage-and-hour class action against a major property management company involving allegations
24 of misclassification of various "manager" positions. On September 20, 2010, the court granted
25 final approval of the class action settlement. The Los Angeles County Superior Court Case
26 Number is BC400414.

27 b) LFJ, in association with co-counsel therein, represented the plaintiffs in a
28 wage-and-hour class action against a national retailer of household items involving allegations of

1 misclassification of the “Assistant Store Manager” position. On October 28, 2010, the court
2 granted final approval of the class action settlement. The Los Angeles County Superior Court
3 Case Number is BC413498.

4 c) LFJ, in association with co-counsel therein, represented the plaintiffs in a
5 wage-and-hour class action against a national property management company involving
6 allegations of misclassification of the “Property Manager” position. On May 23, 2012, the court
7 granted final approval of the class action settlement. The Los Angeles County Superior Court
8 Case Number is BC430918.

9 d) LFJ, in association with co-counsel therein, represented the plaintiffs in a
10 wage-and-hour class action against a national retailer involving allegations of misclassification
11 of the “Store Manager” position. On June 10, 2011, the court granted plaintiffs’ motion for class
12 certification. On August 26, 2013, the court granted final approval of the class action settlement.
13 The Los Angeles County Superior Court Case Number is BC424012.

14 e) LFJ, in association with co-counsel therein, represented the plaintiff in a
15 wage-and-hour class and PAGA representative action against a bank, involving allegations of
16 misclassification of the “Assistant Branch Manager” position. On August 27, 2013, the court
17 granted final approval of the class and PAGA representative action settlement. The Kern County
18 Superior Court Case Number is S-1500-CV-273194-LHB.

19 f) LFJ, in association with co-counsel therein, represented the plaintiff in a
20 wage-and-hour class and PAGA representative action against a national wholesale distributor of
21 plumbing and builder supplies, involving allegations of misclassification of multiple salaried
22 “manager” positions. On May 22, 2014, the court granted final approval of the class and PAGA
23 representative action settlement. The Sacramento County Superior Court Case Number is 34-
24 2012-00136285.

25 g) LFJ, in association with co-counsel therein, represented the plaintiff in a
26 wage-and-hour class action against a multinational corporation that provides global workplace
27 solutions, involving allegations of misclassification of the “Operations Manager” position. On
28 September 16, 2014, the court granted plaintiff’s motion for class certification. The Los Angeles

County Superior Court Case Number is BC478769.

h) LFJ, in association with co-counsel therein, represented the plaintiff in a wage-and-hour class and PAGA representative action against a national retailer of household items, on behalf of hourly-paid or non-exempt employees. On May 27, 2015, the court granted final approval of the class and PAGA representative action settlement. The San Francisco County Superior Court Case Number is CGC-13-532344.

i) LFJ, in association with co-counsel therein, represented the plaintiff in a wage-and-hour class and PAGA representative action involving allegations of misclassification of the salaried residential “Property Manager” position. On September 17, 2015, the court granted plaintiff’s motion for class certification. On October 20, 2017, the court granted final approval of the class and PAGA representative action settlement. The Los Angeles County Superior Court Case Number is BC474784.

j) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class and PAGA representative action against a national retailer of upscale hardware and home furnishings, on behalf of non-exempt employees. On April 28, 2016, the court granted final approval of the class and PAGA representative action settlement. The Los Angeles County Superior Court Case Numbers are BC516795 and JCCP4794, and the Judicial Council Coordination Proceeding Number is 4794.

k) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class action against a national retailer of apparel and fashion accessories, on behalf of non-exempt employees. On August 5, 2016, the court granted final approval of the class action settlement. The Los Angeles County Superior Court Case Number is BC488069.

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l) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class action against a national retailer of apparel, accessories, and home products, involving allegations of misclassification of the “Department Manager” position. On August 12, 2016, the court granted the plaintiffs’ motion for class certification in part and certified a class. On August 6, 2019, the court granted final approval of the class action settlement. The Alameda

County Superior Court Case Number is RG13680477.

m) LFJ represented the plaintiff in a PAGA representative action against a real estate and property management company, on behalf of non-exempt employees. On November 4, 2016, the court granted approval of the PAGA representative action settlement. The Orange County Superior Court Case Number is 30-2015-00775439-CU-OE-CXC.

n) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class and PAGA representative action against a full-service bank, on behalf of non-exempt employees. On November 18, 2016, the court granted final approval of the class and PAGA representative action settlement. The San Francisco County Superior Court Case Number is CJC-13-004839 and the Judicial Council Coordination Proceeding Number is 4839.

o) LFJ represented the plaintiffs in a wage-and-hour class and PAGA representative action against a foodservice distributor, on behalf of non-exempt employees. On January 26, 2017, the court granted final approval of the class and PAGA representative action settlement. The San Bernardino County Superior Court Case Number is CIVDS1507260.

p) LFJ, on behalf of the plaintiff and respondent in a PAGA representative action, successfully opposed in the trial court, and briefed and argued an appeal with respect to the employer's motion to compel arbitration, which resulted in a published opinion by the California Court of Appeal in favor of employees. *Roberto Betancourt v. Prudential Overall Supply* (Cal. App. 4th Dist., Mar. 7, 2017) 9 Cal.App.5th 439, review denied, cert. denied (U.S. Supreme Court Docket No. 17-254). The Riverside County Superior Court Case Numbers are RIC1503952 and RICJCCP5046, and the Judicial Council Coordination Proceeding Number is 5046.

q) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class and PAGA representative action against a consumer packaging company, on behalf of non-exempt employees. On March 10, 2017, the court granted final approval of the class and PAGA representative action settlement. The Los Angeles County Superior Court Case Number is BC590429.

r) LFJ, in association with co-counsel therein, represented the plaintiffs in a

1 wage-and-hour class and PAGA representative action against a manufacturer of food service
2 industry supplies on behalf of non-exempt employees. On April 14, 2017, the court granted final
3 approval of the class and PAGA representative action settlement. The Orange County Superior
4 Court Case Number is 30-2015-00810013-CU-OE-CXC.

5 s) LFJ, in association with co-counsel therein, represented the plaintiffs in a
6 wage-and-hour class and PAGA representative action against a lumber and hardware company
7 on behalf of non-exempt employees. On April 26, 2017, the court granted final approval of the
8 class and PAGA representative action settlement. The Orange County Superior Court Case
9 Number is 30-2014-00747750-CU-OE-CXC.

10 t) LFJ represented the plaintiff in a wage-and-hour class and PAGA
11 representative action against a property management company, on behalf of non-exempt
12 employees. On June 14, 2017, the court granted final approval of the class and PAGA
13 representative action settlement. The Los Angeles County Superior Court Case Number is
14 BC586234.

15 u) LFJ represented the plaintiff in a wage-and-hour class and PAGA
16 representative action against a food company on behalf of non-exempt employees. On June 30,
17 2017, the court granted final approval of the class and PAGA representative action settlement.
18 The Sacramento County Superior Court Case Number is 34-2015-00175871.

19 v) LFJ represented the plaintiffs in a wage-and-hour class and PAGA
20 representative action against a chocolate company on behalf of non-exempt employees. On July
21 19, 2017, the court granted final approval of the class and PAGA representative action
22 settlement. The Alameda County Superior Court Case Number is RG15764300.

23 w) LFJ firm represented the plaintiff in a PAGA representative action, against
24 the parent company of several restaurants, on behalf of hourly-paid, non-exempt employees. On
25 October 18, 2017, the court granted approval of the PAGA representative action settlement. The
26 Los Angeles County Superior Court Case Number is BC569664.

27 x) LFJ represented the plaintiffs in a wage-and-hour class and PAGA
28 representative action against a manufacturer of plastic containers on behalf of non-exempt

employees. On October 31, 2017, the court granted final approval of the class and PAGA representative action settlement. The Los Angeles County Superior Court Case Number is BC577233.

y) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class and PAGA representative action against a bank on behalf of non-exempt employees. On December 11, 2017, the court granted final approval of the class and PAGA representative action settlement. The Los Angeles County Superior Court Case Number is BC569646.

z) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class and PAGA representative action against a property management company on behalf of hourly-paid and non-exempt employees. On January 4, 2018, the court granted final approval of the class and PAGA representative action settlement. The Los Angeles County Superior Court Case Number is JCCP4819 and the Judicial Council Coordination Proceeding Number is 4819.

aa) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class and PAGA representative action against a global provider of flexible office space solutions. On February 15, 2018, the court granted final approval of the class and PAGA representative action settlement. The Los Angeles County Superior Court Case Number is BC498401.

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bb) LFJ, in association with co-counsel therein, represents the plaintiff in a wage-and-hour class action against a container manufacturer, on behalf of non-exempt employees. On October 15, 2018, the court granted the plaintiff's motion for class certification. On March 20, 2023, the court granted final approval of the class action settlement. The Tulare County Superior Court Case Number is VCU264528.

cc) LFJ represented the plaintiffs in a wage-and-hour class and PAGA representative action against a behavioral health service provider on behalf of non-exempt employees. On November 13, 2018, the court granted final approval of the class and PAGA

1 representative action settlement. The Alameda County Superior Court Case Number is
2 RG16811450.

3 dd) LFJ, in association with co-counsel therein, represented the plaintiff in a
4 PAGA representative action against a global provider of products and services to the energy
5 industry, on behalf of hourly-paid and non-exempt employees. On November 19, 2018, the court
6 granted approval of the PAGA representative action settlement. The Kern County Superior
7 Court Case Number is S-1500-CV-280215-SDC.

8 ee) LFJ, in association with co-counsel therein, represents the plaintiff in a
9 wage-and-hour class action against a parking company on behalf of non-exempt employees. On
10 September 3, 2019, the court granted the plaintiff's motion for class certification and certified a
11 class. On November 7, 2024, the court granted final approval of the class action settlement. The
12 Santa Clara County Superior Court Case Number is 16CV292208 and the Judicial Council
13 Coordination Proceeding Number is 4886.

14 ff) LFJ, in association with co-counsel therein, represents the plaintiffs in a
15 wage-and-hour class and PAGA representative action against a bank on behalf of non-exempt
16 employees. On September 27, 2019, the court granted the plaintiffs' motion for class
17 certification in part and certified a class. The Alameda County Superior Court Case Number is
18 RG15757606 and the Judicial Council Coordination Proceeding Number is 4921.

19 gg) LFJ, in association with co-counsel therein, represented the plaintiffs in a
20 wage-and-hour class and PAGA representative action against a national retailer of apparel and
21 fashion accessories, on behalf of non-exempt employees. On October 9, 2019, the court granted
22 the plaintiffs' motion for class certification in part and certified a class. On May 14, 2021, the
23 court granted final approval of the class and PAGA representative action settlement. The
24 Sacramento County Superior Court Case Number is 34-2015-00175330-CU-OE-GDS.

25 hh) LFJ, in association with co-counsel therein, represented the plaintiff in a
26 wage-and-hour class and PAGA representative action against a medical equipment supplier on
27 behalf of non-exempt employees. On February 13, 2020, the court granted the plaintiff's motion
28 for class certification and certified a class. On November 2, 2023, the court granted final

1 approval of the class and PAGA representative action settlement. The San Bernardino County
2 Superior Court Case Number is CIVDS1505744.

3 ii) LFJ, in association with co-counsel therein, on behalf of the plaintiff and
4 respondent in a PAGA representative action, successfully opposed in the trial court, and briefed
5 and argued an appeal with respect to the employer's motion to compel arbitration, resulting in a
6 notable decision from the California Supreme Court clarifying the law regarding PAGA claims,
7 *ZB, N.A. v. Superior Court* (2019) 8 Cal.5th 175. On February 21, 2020, the court granted
8 approval of the PAGA representative action settlement. The San Diego County Superior Court
9 Case Number is 37-2016-00005578-CU-OE-CTL.

10 jj) LFJ, in association with co-counsel therein, represented the plaintiff in a
11 wage-and-hour class and PAGA representative action against a large national drug testing
12 laboratory on behalf of non-exempt employees. On February 21, 2020, the court granted the
13 plaintiff's motion for class certification and certified a class. On October 28, 2022, the court
14 granted final approval of the class and PAGA representative action settlement. The San Diego
15 County Superior Court Case Number is 37-2018-00019611-CU-OE-CTL.

16 kk) LFJ, in association with co-counsel therein, represents the plaintiffs in a
17 wage-and-hour class and PAGA representative action against a national retailer of sportswear,
18 footwear, and camping equipment on behalf of non-exempt employees. On March 16, 2020, the
19 court granted in part the plaintiff's motion for class certification and certified a class. The
20 Riverside County Superior Court Case Numbers are RIC1507504 and RICJCCP4930, and the
21 Judicial Council Coordination Proceeding Number is 4930.

22 ll) LFJ, in association with co-counsel therein, represented the plaintiffs in a
23 wage-and-hour class and PAGA representative action against a plastic packaging company on
24 behalf of non-exempt employees. On June 8, 2020, the court granted in part the plaintiffs'
25 motion for class certification and certified a class. On November 8, 2021, the court granted
26 approval of the partial settlement of the action. On April 22, 2024, the court granted approval of
27 the PAGA settlement and entered an order dismissing the action. The San Bernardino County
28 Superior Court Case Number is CIVDS1507361.

mm) LFJ, in association with co-counsel therein, represented the plaintiffs in a wage-and-hour class action against manufacturer and supplier of power products and services on behalf of non-exempt employees. On July 31, 2020, the court granted in part the plaintiffs' motion for class certification and certified a class. On August 27, 2021, the court granted final approval of the class action settlement. The San Diego County Superior Court Case Number is 37-2015-00025968-CU-OE-CTL.

nn) LFJ represented the plaintiff in a wage-and-hour class action against a nutritional products manufacturer on behalf of non-exempt production line employees. On December 13, 2021, the court granted the plaintiff's motion for class certification in part and certified a class. On January 16, 2024, the court granted final approval of the class and PAGA representative action settlement. The Solano County Superior Court Case Number is FCS051001.

oo) LFJ represents the plaintiffs in a wage-and-hour class action against a manufacturer and distributor of commercial dish and glass cleaning machines and supplies for the restaurant and hospitality industries, on behalf of hourly-paid or non-exempt employees. On July 13, 2023, the court granted the plaintiffs' motion for class certification and certified a class. On June 2, 2025, the court granted final approval of the class action settlement and entered an order dismissing the action. The Los Angeles County Superior Court Case Number is BC707670.

pp) LFJ represents the plaintiffs in a wage-and-hour class action against a chain of restaurants on behalf of non-exempt employees. On July 22, 2024, the court granted in part the plaintiffs' motion for class certification and certified a class. The San Francisco Superior Court Case Number is CGC-20-582809.

THE LAWSUIT

8. Defendants Alamitos Enterprises, LLC, erroneously sued as The Alamitos Group ("Defendants") are located in Los Angeles, California and are established owner operators of Jiffy Lube service centers. During the relevant time period, Defendants operated multiple locations in the United States. Plaintiff Aileen Rodriguez is a former employee of Defendants.

9. Plaintiff has satisfied the prerequisites under California Labor Code section 2699.3(a), including, and not limited to, providing the California Labor and Workforce Development Agency (“LWDA”) and the employer with written notice of the specific provisions of the California Labor Code that are alleged to have been violated, including the facts and theories to support the alleged violations, by way of written correspondence that was dated July 7, 2023 (“PAGA Notice”). The PAGA Notice was sent by U.S. Certified Mail to the employers and submitted to the LWDA by way of online submission on the LWDA’s website. Aside from confirmation of receipt of the PAGA Notices, the LWDA did not respond to the PAGA Notices. A true and correct copy of the PAGA Notice is attached hereto as “**EXHIBIT 2.**”

10. On September 13, 2023, Plaintiff filed a Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, *Et Seq.* (“Operative Complaint”) against Defendants in the Orange County Superior Court (“Court”), Case No. 30-2023-01349555-CU-OE-CXC (the “Action”). Plaintiff’s core allegation is that Defendants have violated the California Labor Code by engaging in a uniform practice and procedure, with respect to Plaintiff and other Aggrieved Employees, of, *inter alia*, failing to pay overtime and minimum wages, failing to provide compliant meal and rest periods and associated premiums, failing to pay timely wages during employment and upon termination of employment, failing to provide complete and accurate itemized wage statements, failing to provide a day of rest, failing to keep complete and accurate payroll records, and failing to reimburse necessary business-related expenses and costs.

11. On November 22, 2023, Defendants filed an Answer to the Operative Complaint. Defendants maintained, and continue to maintain, that they had, and continue to have, legally-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 the PAGA.

THE SETTLEMENT REACHED IN THE ACTION

12. Marked and attached hereto as “**EXHIBIT 1**” is the Private Attorneys General Act Settlement Agreement and Release (“Settlement,” “Agreement,” or “Settlement

Agreement”), entered into by and between Plaintiff, for herself and on behalf of the State of California with respect to Aggrieved Employees pursuant to the Private Attorneys General Act, and Defendants. The parties have also drafted and agreed to the form and content of the proposed informational cover letter (“Cover Letter”) for mailing to Aggrieved Employees when Individual Settlement Shares are distributed to them, in substantially the form attached as “Exhibit A” to the [Proposed] Order and Judgment Granting Approval of Private Attorneys General Act Settlement Agreement and Release, Award of Attorneys’ Fees and Costs, General Release Fee, and Settlement Administration Costs. The Court is respectfully requested to approve the proposed Cover Letter.

13. The Settlement pertains to the following allegedly aggrieved employees: all current and former hourly-paid or non-exempt employees who performed work for Defendants in the State of California during the PAGA Period (“Aggrieved Employees”). The “PAGA Period” means the period between July 7, 2022 through April 11, 2025. Based on information provided by Defendants, it is estimated that during the PAGA Period there are approximately 763 Aggrieved Employees who are credited with 13,100 Compensable Pay Periods.

14. Defendants have agreed to pay the gross amount of \$500,000.00 (“Total Settlement Amount”), subject to possible increase under Section 3(b) of the Settlement Agreement, to settle this matter. The Settlement Agreement provides that the “Net Settlement Amount” will be the Total Settlement Amount less the following amounts: (1) Attorneys’ Fees and Costs in the amount of \$175,000.00 for attorneys’ fees and up to \$20,000.00 for reimbursement of litigation costs and expenses to Lawyers *for* Justice, PC (“Plaintiff’s Counsel”); (2) General Release Fee in the amount of \$10,000.00 to the Plaintiff; and (3) Settlement Administration Costs of up to \$8,000.00 to the PAGA Settlement Administrator. Plaintiff’s Counsel seeks an award of reimbursement of litigation costs and expenses in the amount of \$20,000.00, and assuming that the requested Attorneys’ Fees and Costs, General Release Fee, and Settlement Administration Costs, are approved by the Court, the Net Settlement Amount is estimated to be approximately \$287,000.00. The Net Settlement Amount will be distributed to the LWDA and the Aggrieved Employees pursuant to California Labor Code

section 2699(i). 75% of the Net Settlement Amount will be distributed to the LWDA, which is estimated to be \$215,250.00 (“LWDA Payment”), and 25% of the Net Settlement Amount, which is estimated to be \$71,750.00 (“Employees’ Portion”), will be distributed to the Aggrieved Employees on a *pro rata* basis, based on the number of pay periods they each worked during the PAGA Period (“Compensable Pay Periods”). The parties have agreed to retain Phoenix Class Action Administration Solutions (“Phoenix” or “PAGA Settlement Administrator”) to handle the administration of the Settlement, and the Court is respectfully requested to appoint Phoenix to serve as the PAGA Settlement Administrator. The Settlement Administration Costs are estimated not to exceed \$8,000.00 and will be paid out of the Total Settlement Amount, subject to approval by the Court.

THE LITIGATION AND WORK PERFORMED BY PLAINTIFF’S COUNSEL

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

16. After engaging in extensive investigations, formal and informal discovery, and exchange of information, data, and documents, the parties participated in extensive settlement discussions and negotiations to try to resolve the above-captioned lawsuit. These efforts included participating in a formal full-day mediation on February 25, 2025, conducted by Steve Rottman, Esq., a well-respected mediator experienced in mediating complex labor and employment matters. With the aid of the mediator, the Parties reached the Settlement described herein by accepting the mediator’s proposal. In the course of mediation and settlement discussions, the parties discussed all aspects of the case, including the risks and delays of further litigation and proceeding with trial, as well as the law relating to representative PAGA actions, off-the-clock theory, meal and rest periods, meal waivers, regular rate of pay calculations,

1 reporting time pay, Industrial Welfare Commission Wage Orders, arbitration agreements, wage-
2 and-hour enforcement, the evidence produced and analyzed, and the possibility of bifurcation of
3 discovery and/or trial and appeals, among other things. During all settlement discussions, the
4 parties conducted their negotiations at arm's length in an adversarial position.

5 17. Prior to reaching the Settlement, the parties investigated the veracity, strength,
6 and scope of the PAGA claim and allegations, and were preparing for trial. Plaintiff conducted
7 significant investigation and formal and informal discovery and exchange of information,
8 documents, and data regarding the facts of the case, including and not limited to, the review,
9 consideration, and analysis of thousands of pages of information, documents, and data obtained
10 from Plaintiff, Defendants, and other sources. Plaintiff's Counsel propounded multiple sets of
11 formal written discovery requests onto Defendants (specifically, Requests for Production of
12 Documents (Set One), Special Interrogatories (Sets One and Two), and Form Interrogatories –
13 General (Set One), and reviewed Defendants' objections and responses thereto. The
14 information, documents, and data that were reviewed and analyzed by Plaintiff's Counsel
15 included, and were not limited to, Plaintiff's employment records; a detailed sampling of
16 Aggrieved Employees' time and pay data; Defendants' Employee Handbook; job descriptions;
17 various forms, agreements, and acknowledgments (such as, Defendants' Acknowledgement of
18 Receipt of Employee Handbook, and Mutual Consent to Regularly Waive Meal Period); and
19 Defendants' operations and employment practices, policies, and procedures (such as,
20 Defendants' Reporting-Time Pay Policy, Pay Checks Policy, Time Keeping Requirements
21 Policy, Overtime Policy, Meal and Rest Periods Policy, and Personal Appearance and Behavior
22 Policy), among other documents. Counsel for the parties undertook significant investigation and
23 evaluation of the PAGA claim and related allegations, including, and not limited to, calculating
24 the potential monetary recovery under PAGA. Other work performed by Plaintiff's Counsel
25 included, but was not limited to: meeting and conferring with Defendants' counsel regarding the
26 pleadings, case management, discovery, arbitration, mediation, and settlement negotiations,
27 among other issues; case strategy and analysis; researching, drafting, reviewing, and revising
28 pleadings, court filings, motion-related papers (e.g., with respect to settlement approval motion

papers), briefs for settlement negotiations and mediation, and the settlement agreement; propounding written discovery requests and reviewing Defendants' objections and responses thereto; claims evaluation and analysis; preparing for and participating in settlement negotiations and the mediation; and appearing for court proceedings. Counsel for the parties have further invested time to research the applicable law, which is evolving as it relates to representative PAGA actions, off-the-clock theory, meal and rest periods, meal waivers, business expense reimbursements, regular rate of pay calculations, waiting time penalties, reporting time pay, Industrial Welfare Commission Wage Orders, arbitration agreements, wage-and-hour enforcement, Plaintiffs' claims, and Defendants' defenses, as well as facts discovered.

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

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

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

20. In order for Plaintiff to prevail on the PAGA claim, she would have to prove that Defendants engaged in the alleged California Labor Code violations and demonstrate that

1 Defendants' conduct warrants the imposition of penalties. Furthermore, although wage-and-hour
2 actions are amenable to resolution as to a group of employees, some courts have also found that,
3 for various reasons, the issues raised by Plaintiff raise individualized issues and/or are not
4 suitable for adjudication as to a group of employees.

5 21. From the inception of this litigation, Defendants indicated that they would
6 aggressively litigate this case and contended that they would ultimately succeed in the action.
7 Defendants maintained several defenses to Plaintiff's allegations, which, if successfully argued
8 and proven, had the potential to eliminate or substantially reduce recovery. Throughout this
9 litigation, Defendants maintained, and continue to maintain, that they did not engage in a
10 uniform policy and systematic scheme of wage abuse against any of their employees, and that
11 they had, and continue to have, legally-compliant employment policies and practices throughout
12 the time period at issue. Defendants deny that they ever violated any provision of the California
13 Labor Code. Defendants further denied, and continue to deny, that the lawsuit is appropriate for
14 representative adjudication for any purpose other than the Settlement.

15 22. Defendants also challenged Plaintiff's standing as aggrieved employees and
16 denied that any of their other employees whom Plaintiff seeks to represent are aggrieved. Also,
17 multiple courts have taken an approach requiring a plaintiff to establish standing and face the
18 possibility of bifurcation of discovery and/or trial of the PAGA claim. See *Amalgamated Transit*
19 *Union, Local 1756, AFL-CIO v. Superior Court*. (2009) 46th Cal.4th 993, 1001 (noting that
20 PAGA "require[s] a plaintiff to have suffered an injury resulting from an unlawful action");
21 *Stafford v. Dollar Tree Stores, Inc.* (E.D. Cal. Nov. 21, 2014) 2014 WL 6633396, at *4 (finding
22 that judicial economy supported bifurcation because of the difficulties and inherent uncertainties
23 of being able to establish liability with respect to a large number of potentially aggrieved
24 employees and noted that "PAGA's public purpose would be ill-served if the court finds [the
25 plaintiff] has not been aggrieved by a Labor Code violation"); *Grappo v. Coventry Fin. Corp.*
26 (1991) 235 Cal.App.3d 496, 504 (Trial courts have "broad discretion to determine the order of
27 proof in the interest of judicial economy"); see also Cal. Code Civ. Proc. § 598 (The court may
28 "when the convenience of witnesses, the ends of justice, or the economy and efficiency of

1 handling the litigation would be promoted thereby, on motion of a party, after notice and hearing,
2 make an order. . . that the trial of any issue or any part thereof shall precede the trial of any other
3 issue or any part thereof in the case[.]”); Cal. Code Civ. Proc. § 1048(b) (Court can separate trial
4 of any cause of action or of any separate issue in the interest of convenience or to avoid
5 prejudice); Cal. Code Civ. Proc. § 2019.020(b) (Courts have the power to “establish the sequence
6 and timing of discovery for the convenience of parties and witnesses and in the interests of
7 justice”); *Horton v. Jones* (1972) 26 Cal.App.3d 952, 955 (stating that bifurcation and
8 sequencing of litigation is allowed to avoid wasting time and money on trial when litigation of
9 issues could be rendered moot).

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

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

23 25. Defendants also argued that an important feature of PAGA is that the Court
24 retains discretion to lower the penalties if, based on the facts and circumstances of the particular
25 case, to do otherwise would result in an award that is “unjust, arbitrary and oppressive, or
26 confiscatory.” See Cal. Lab. Code § 2699(e)(2); see also *Thurman v. Bayshore Transit*
27 *Management, Inc.* (2012) 203 Cal.App.4th 1112, 1136 (holding that a court may reduce the
28 amount of PAGA penalties awarded to an employee based upon discretionary factors).

1 Defendants maintained, and continue to maintain, that they had and continue to have, legally-
2 compliant employment policies and practices throughout the time period at issue. Even if,
3 *arguendo*, such violations occurred, which Defendants deny, Defendants contended that said
4 violations would only be considered “initial violations” and thus heightened “subsequent
5 violation” penalties were not warranted. See Cal. Lab. Code § 2699(f)(2); see also *Amaral v.*
6 *Cintas Corp. No. 2* (2008) 163 Cal.App.4th 1157, 1208-09 (“Until the employer has been
7 notified that it is violating a Labor Code provision [...], the employer cannot be presumed to be
8 aware that its continuing underpayment of employees is a ‘violation’ subject to penalties.”).
9 Defendants argued that they would be able to show a lack of willfulness in the violations, such
10 that the alleged California Labor Code violations would not be considered “willful.” Defendants
11 contended that, at best, even if a violation giving rise to a penalty was shown for each pay
12 period, only the lower civil penalty associated with initial violations would apply. As discussed
13 above, Defendants denied and continue to deny that they ever violated any provision of the
14 California Labor Code. However, assuming, *arguendo*, that any violations occurred, Defendants
15 argued the violations would not be viewed as subsequent violations giving rise to heightened
16 penalties. Defendants also argued that the Court was unlikely to assess cumulative penalties for
17 the maximum number of possible, separate California Labor Code violations, because it would
18 be unjust, arbitrary, oppressive, and/or confiscatory—especially where certain conduct may be
19 regulated by multiple provisions of the California Labor Code that are interrelated and work in
20 tandem. As such, Defendants contended that cumulative penalties and heightened penalties
21 would be unjust, arbitrary, oppressive, and confiscatory.

22 26. Plaintiff’s Counsel was also aware of case law indicating that courts have
23 attributed little separate value to PAGA claims, for example, allowing them to be resolved for \$0
24 where the other underlying California Labor Code claims are being (or have been) resolved, or,
25 assessing much lower amounts of civil penalties against employers than are sought. See e.g.,
26 *Magadia v. Wal-Mart Assocs.* (N.D. Cal. 2019) 384 F. Supp. 3d 1058, 1100-1101, 1103-1104,
27 1111 (finding that, under Labor Code § 2699(e)(2), “the Court has broad discretion to award
28 PAGA penalties the Court sees fit” and reducing the PAGA penalty award significantly from the

maximum penalties possible); *Morales v Bridgestone Retail Operations LLC*, Orange County Superior Court No. 30-2017-00900244 (Aug. 2, 2018) (of \$7 million PAGA penalties requested, the court awarded \$425,000); *Carrington v Starbucks Corp.* (2018) 30 Cal.App.5th 504, 517, 529 (of \$75 million in penalties sought, the court affirmed the trial court's \$150,000 PAGA penalty award based on 30,000 violations, which reduced the penalty rate to \$5 per violation); *Arnold v San Diego Second Chance Program*, San Diego County Superior Court No. 37-2016-00018375 (Dec. 18, 2017) (no PAGA penalties awarded); *Felczner v Apple Inc.*, San Diego County Superior Court No. 37-2011-00102593 (Sept. 13, 2017) (no PAGA penalties awarded); *In re Taco Bell Wage and Hour Actions* (E.D. Cal. Apr. 8, 2016) No. 1:07-cv-01314-SAB, 2016 U.S. Dist. LEXIS 48557 at *41 (the court declined to award PAGA penalties after trial); *Allen v American Multi-Cinema*, Alameda County Superior Court No. RG11585502 (July 24, 2016) (no PAGA penalties awarded); *Atempa v Pama*, San Diego County Superior Court (July 31, 2015) (of PAGA penalties of \$456,133 sought, the court awarded \$197,434.00); *Driscoll v Granite Rock*, Santa Clara County Superior Court No. 1-08-cv-103426 (Sept. 20, 2011) (the court declined to award PAGA penalties); *Fleming v Covidien, Inc.*, No. ED CV10-01487 RGK (OPx) (C.D. Cal. Aug. 12, 2011) 2011 U.S. Dist. LEXIS 154590 at **8-9 (of \$2,800,000 PAGA penalties requested, the court awarded \$500,000); *Aguirre v Genesis Logistics*, No. SACV 12-00687-JVS (ANx) (C.D. Cal. Dec. 30, 2013) 2013 U.S. Dist. LEXIS 189820 at **6-7 (of \$1,800,000 PAGA penalties requested, the court awarded \$500,000); *Halevi v Aroma Bakery Café, Inc.*, Los Angeles County Superior Court No. 468146 (Aug. 30, 2013) (the court declined to award PAGA penalties after trial awarding wages to class on the basis that, inter alia, the lawsuit was not prompted by availability of PAGA penalties, penalties were not necessary to remedy ongoing or future violations, corporate defendants corrected violations and were no longer in business, and plaintiffs did not offer evidence establishing imposition of penalties on individual defendants would not be confiscatory).

27. Importantly, Defendants also contended that the claims of Plaintiff and other Aggrieved Employees are subject to enforceable agreements that included, *inter alia*, binding individual arbitration and class and collective action waiver provisions. Defendant contended

1 that, taken together, these agreements would have claim preclusive impact, or otherwise, could
2 effectively be used to require Aggrieved Employees to engage in individual arbitration of their
3 individual claims on which the PAGA claim is predicated. There is also uncertainty regarding
4 PAGA claims due to decisions of the high courts and recent amendment of the PAGA statute.
5 For example, as a result of a recent United States Supreme Court decision, it is more likely that
6 employer agreements containing arbitration terms will impact the viability of adjudication of
7 PAGA claims in the judicial forum. *Viking River Cruises, Inc. v. Moriana*, (2022) 142 S. Ct.
8 1906, 2022 U.S. LEXIS 2940. Although the substantive statutory right to pursue a PAGA claim
9 has not been eviscerated and has been preserved, arbitration agreements may be used to select
10 the forum and procedure to be used to resolve PAGA claims to some extent. Recently, the
11 California Supreme Court confirmed that an aggrieved employee who has been compelled to
12 arbitrate claims under PAGA that are premised on California Labor Code violations that were
13 sustained by the aggrieved employee still maintains statutory standing to pursue a PAGA claim
14 arising out of events involving other employees through a PAGA representative claim. *Adolph v.*
15 *Uber Technologies* (2023) 14 Cal.5th 1104. Nevertheless, while the arbitrable and non-
16 arbitrable components of an action are not severed from one another, it is still possible that trial
17 courts will stay the representative/non-individual PAGA claims pending arbitration of a
18 plaintiff's individual PAGA claims and if a plaintiff is determined to not be an "aggrieved
19 employee" for PAGA purposes, issue preclusion may apply and, once reduced to a final
20 judgment, trial courts are bound by the arbitrator's determination and the plaintiff may lose
21 standing to pursue non-individual PAGA claims. *Id.* at 693.

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

29. While Plaintiff disagrees with Defendants' contentions and maintains that her PAGA claim has merit, in reaching the settlement, Plaintiff and her 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.

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

ATTORNEYS' FEES REQUESTED BY PLAINTIFF'S COUNSEL

31. As set forth more fully in the accompanying Motion, Plaintiff's Counsel seeks attorneys' fees in the amount of \$175,000.00, which represents approximately thirty-five percent (35%) of the Total Settlement Amount. Pursuant to the contingency-fee agreements entered into by and between Plaintiff and Plaintiff's Counsel, Plaintiff has agreed to contingency-fees of at least thirty-five percent (35%) of the recovery. The attorneys' fees sought are commensurate with: (1) the risk that Plaintiff's Counsel took in commencing the case; (2) the time, effort, and expense that Plaintiff's Counsel dedicated to the case; (3) the skill and determination that Plaintiff's Counsel has shown; (4) the results that Plaintiff's Counsel has achieved throughout

1 the litigation; (5) the value of the settlement that Plaintiff's Counsel has achieved in the case; and
2 (6) the other cases that Plaintiff's Counsel has turned down in order to devote its time and efforts
3 to this case.

4 32. While not necessarily required to be demonstrated because a percentage fee is
5 proper for this settlement, it should be noted that Plaintiff's Counsel has performed many hours
6 of work in connection with prosecuting this matter such that the requested attorneys' fees award
7 is also justified under a lodestar analysis. Attorneys at Lawyers for Justice, PC have spent a total
8 of **197 hours** performing tasks to obtain a recovery on behalf of Plaintiff, the State of California,
9 and the Aggrieved Employees. Attached hereto as "**EXHIBIT 3**" is an Attorney Task and Time
10 Chart that sets forth in detail the nature of the legal services provided by attorneys at Lawyers for
11 Justice, PC and the time incurred in performing those services. These hours include work done
12 by several attorneys at the firm. Also, separate from the hours referenced herein and in the chart,
13 Lawyers for Justice, PC had litigation support personnel actively engaged in assisting with the
14 prosecution of the case.

15 33. The work performed in this particular case, the background of Lawyers for Justice
16 PC, as well as the individual backgrounds, training, and experience of the attorneys who worked
17 on this matter, in litigating complex wage-and-hour class and PAGA representative actions,
18 support a reasonable blended hourly rate of compensation of at least \$850.00 for work performed
19 by Plaintiff's Counsel. Lawyers for Justice, PC has been awarded attorneys' fees, compensating
20 the firm at the rate of at least \$850.00 per hour for legal services performed, by courts granting
21 approval of wage and hour class action and/or representative action settlements in other cases:
22 final approval of the class and representative action settlement in *David Dugan v. TEC*
23 *Equipment, Inc., et al.* (Los Angeles Superior Court Case No. 19STCV01591) was granted on
24 July 8, 2021, and the award of attorneys' fees involved an hourly rate of \$936.47; final approval
25 of the class and representative action settlement in *Larry Greenwood, et al. v. Scan Health Plan*
26 (Los Angeles Superior Court Case No. BC715157) was granted on April 20, 2021, and the award
27 of attorneys' fees involved an hourly rate of \$919.57; and final approval of the class and
28 representative action settlement in *Seth Swan v. Pace Supply Corp.* (Sonoma County Superior

Court Case No. SCV258764) was granted on February 6, 2019, and the award of attorneys' fees involved an hourly rate of \$855.96.

LITIGATION COSTS AND EXPENSES INCURRED BY PLAINTIFF'S COUNSEL

34. The Settlement provides for reimbursement of litigation costs and expenses of up to \$20,000.00. Plaintiff's Counsel has incurred costs and litigation expenses of \$20,157.15 in this case, as reflected in the Case Cost Detail attached hereto as "EXHIBIT 3," but seeks reimbursement of only \$20,000.00, the maximum amount allocated for reimbursement of costs under the Settlement Agreement. It should be noted that Plaintiff's Counsel has borne all of the risks and costs of litigation to date and will not receive any compensation until a recovery is obtained in this matter. These costs and expenses were reasonable and necessary in the prosecution of this matter and to obtain the Settlement.

GENERAL RELEASE FEE TO PLAINTIFFS

35. For her broader individual waiver and release of claims with a California Civil Code Section 1542 waiver (set forth in Section 8(b) of the Settlement Agreement), the Settlement provides General Release Fee to Plaintiff in the total amount of \$10,000.00 to be paid out of the Total Settlement Amount, subject to approval by the Court. The requested General Release Fee is fair and appropriate. It is also worth noting that Plaintiff has undertaken significant efforts and work to spearhead the pursuit of this matter. By initiating and pursuing this matter, Plaintiff stepped into the shoes of the State of California and undertook the responsibilities of serving in a representative capacity. Plaintiff has spent a substantial amount of time and effort discussing her employment with her counsel, gathering and producing relevant documents and information, and providing the facts and evidence necessary to attempt to prove the allegations. Plaintiff was available whenever her counsel needed her and actively tried to obtain and provide information that would facilitate the pursuit of the PAGA claim. Accordingly, it is appropriate and just for Plaintiff to receive General Release Fee, in addition any individual penalties payment she will receive as an aggrieved employee.

36. Plaintiff's Counsel submits that the Settlement fulfills the purpose of the PAGA statute, is within the accepted range of recoveries for this type of litigation, and is fair,

1 reasonable, and adequate given the substantial monetary benefits provided for by the Settlement,
2 the strengths and weaknesses of this case, and the inherent delay, costs, risks, and uncertainty
3 associated with continued litigation.

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

6 Executed this 4th day of December 2025, at Glendale, California.

7 

8 _____
Brian J. St. John

EXHIBIT 1

**PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT AGREEMENT AND
RELEASE**

This Private Attorneys General Act Settlement Agreement and Release (“Settlement Agreement” or “Settlement”) is entered into by and between Aileen Rodriguez (“Plaintiff”), for herself and as a representative of the State of California with respect to the Aggrieved Employees (as defined in Section 3(a)(5) below) and Alamitos Enterprises, LLC, erroneously sued as The Alamitos Group (“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. **Recitals.** This Settlement Agreement is made with reference to the following facts:

(a) Plaintiff is a former employee of Defendants. Plaintiff was employed by Defendants from approximately August 2022 to approximately March 2023;

(b) On July 7, 2023, Lawyers *for* Justice, PC (“Plaintiff’s Counsel”), submitted a letter on behalf of Plaintiff to the California Labor and Workforce Development Agency (“LWDA”) and Defendants, to notify the LWDA and Defendants, pursuant to the Private Attorneys General Act of 2004, California Labor Code section 2698, *et seq.* (“PAGA”) of Plaintiff’s intent to seek civil penalties under PAGA for Defendants’ alleged violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802 and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Orders 1-2001, 4-2001, and 9-2001, thereby initiating LWDA Case Number LWDA-CM-966680-23 (the “PAGA Notice”);

(c) On September 13, 2023, Plaintiff filed her Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, *Et Seq.* (“Operative Complaint”), commencing a representative action under PAGA against Defendants, entitled *Aileen Rodriguez v. Alamitos Enterprises, LLC; The Alamitos Group*, Orange County Superior Court Case No. 30-2023-01349555-CU-OE-CXC (the “Action”). The Operative Complaint asserts a single cause of action for civil penalties under PAGA, for violations of multiple provisions of the California Labor Code and applicable Industrial Welfare Commission Wage Orders;

(d) On February 25, 2025, the Parties mediated the Action with Steven Rottman, Esq., and, with the aid of the mediator’s evaluation, the Parties ultimately reached the Settlement described herein to resolve the Action in its entirety;

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

(f) Unless otherwise specified, all citations and references to the Private Attorneys General Act of 2004, California Labor Code sections 2698, *et seq.* (“PAGA”) are to the version of that statute prior to the recent amendment effective July 1, 2024; the amended statute does not apply to the Action, or the Settlement pursuant to California Labor Code section 2699(v)(1), as amended, because the notice to the Labor and Workforce Development Agency was filed prior to June 19, 2024.

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

3. **Consideration.**

(a) In consideration for Plaintiff signing this Settlement Agreement and complying with its terms, Defendants shall pay the maximum gross sum of Five Hundred Thousand Dollars and Zero Cents (\$500,000.00) (the “Total Settlement Amount”) to resolve the Action and Released Claims (as defined herein), which will be paid as follows:

(1) Attorneys’ fees in the amount of Thirty-Five (35%) of the Total Settlement Amount, which is One Hundred and Seventy-Five Thousand Dollars and Zero Cents (\$175,000.00) if the Total Settlement Amount remains \$500,000.00, and reimbursement of litigation costs and expenses in the amount of up to Twenty Thousand Dollars and Zero Cents (\$20,000.00) (collectively, “Attorneys’ Fees and Costs”) to Plaintiff’s Counsel, which Defendants will not contest.

(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.

(3) Costs and expenses of administration of the Settlement up to the amount of Eight Thousand Dollars (\$8,000.00) (“Settlement Administration Costs”) to Phoenix Class Action Administration Solutions (the “PAGA Settlement Administrator”).

(4) The amounts stated in Sections 3(a)(1) – 3(a)(3) above, once approved by the Court, shall be paid from the Total Settlement Amount. The balance remaining after these deductions is referred to as the “Net Settlement Amount.”

(5) Seventy-five percent (75%) of the Net Settlement Amount will be distributed to the LWDA (“LWDA Payment”); and the remaining twenty-five percent (25%) will be distributed to all current and former hourly-paid or non-exempt employees who performed work for Defendants in the State of California during the PAGA Period (the “Aggrieved Employees”). The period July 7, 2022 to April 11, 2025 is the “PAGA Period”. The 25% portion of the Net Settlement Amount payable to Aggrieved Employees is referred to as the “Employees’ Portion.”

(6) The Total Settlement Amount shall be funded by Defendant in installments, in accordance with the following schedule:

- i. Installment Payment 1: \$100,000.00 paid out on or before the First Installment Due Date.
- ii. Installment Payment 2: \$33,333.33 paid out one month after Installment Payment 1.
- iii. Installment Payment 3: \$33,333.33 paid out one month after Installment Payment 2.
- iv. Installment Payment 4: \$33,333.33 paid out one month after Installment Payment 3.

- v. Installment Payment 5: \$33,333.33 paid out one month after Installment Payment 4.
- vi. Installment Payment 6: \$33,333.33 paid out one month after Installment Payment 5.
- vii. Installment Payment 7: \$33,333.33 paid out one month after Installment Payment 6.
- viii. Installment Payment 8: \$33,333.33 paid out one month after Installment Payment 7.
- ix. Installment Payment 9: \$33,333.33 paid out one month after Installment Payment 8.
- x. Installment Payment 10: \$33,333.33 paid out one month after Installment Payment 9.
- xi. Installment Payment 11: \$33,333.33 paid out one month after Installment Payment 10.
- xii. Installment Payment 12: \$33,333.33 paid out one month after Installment Payment 11.
- xiii. Installment Payment 13: \$33,333.37 plus any additional amount due as a result of Section 3(b) paid out one month after Installment Payment 12.

(b) Based on a review of Defendants' records to date, Defendants estimate there are approximately 763 individuals who worked approximately 13,100 Compensable Pay Periods. So long as the actual Compensable Pay Periods as of April 11, 2025, do not exceed 13,100 plus 10% (14,410), then Defendants shall not pay any further money above the Gross Settlement Amount. However, if the actual Compensable Pay Periods as of April 11, 2025 exceed 13,100 plus 10% (14,410), Defendants will pay a pro rata amount for each additional Compensable Pay Period in excess of 13,100 plus 10% (14,410) at \$38.16 for each additional Compensable Pay Period.

(c) Because this is a settlement of PAGA claims for civil penalties only, no portion of the Settlement is allocated to unpaid wages. One Hundred Percent (100%) of the payments for Attorneys' Fees and Costs, 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 PAGA Settlement Administrator will be responsible for issuing IRS Forms 1099 as required.

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

5. **Disbursal of Settlement Funds.**

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

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

6. **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 Linh Hua and Ashley Batiste of Gordon Rees Scully Mansukhani, LLP ("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.

7. **Payment of Total 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 required sums, in accordance with the installment payment plan set forth in Section 3(a)(6) above, to a qualified settlement account established by the PAGA Settlement Administrator for administration of this Settlement, commencing on the date that is thirty (30) calendar days after the Court's order granting approval of this Settlement Agreement ("First Installment Due Date"). 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 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 Amount (i.e., the Employees' Portion) based upon the number of pay periods they each worked during the PAGA Period ("Compensable Pay Periods"), which will be

determined by Defendant, based on Defendant's payroll records by crediting one pay period for each pay period during the PAGA Period during which the individual performed work, excluding leaves of absence, etc. Specifically, to calculate each Aggrieved Employee's share of the Employees' Portion ("Individual Settlement Share"), the PAGA Settlement Administrator shall: (i) for each Aggrieved Employee, divide the number of Compensable Pay Periods he or she individually worked by the total aggregate number of Compensable 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 Settlement Share.

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

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

(1) No later than thirty (30) calendar days after the Court's order granting approval of the Settlement, Defendants shall provide the PAGA Settlement Administrator with a list of all Aggrieved Employees (the "Aggrieved Employees List"), containing the following information for each Aggrieved Employee: (i) first and last name; (ii) last known address; (iii) last known telephone number; (iv) Social Security number; (v) dates of employment as an hourly-paid or non-exempt employee in California during the PAGA Period; and (vi) such other information as is necessary for the PAGA Settlement Administrator to calculate Compensable Pay Periods.

(2) The PAGA Settlement Administrator shall conduct one (1) National Change of Address ("NCOA") search for all individuals identified on the Aggrieved Employees List, and update addresses for Aggrieved Employees to the extent updated addresses are located through the NCOA search.

(3) No later than fourteen (14) calendar days after the PAGA Settlement Administrator receives the Aggrieved Employees List and Total Settlement Amount, the PAGA Settlement Administrator shall mail the agreed-upon Cover Letter and Individual Settlement Share checks (together, the "PAGA Settlement Package") to all Aggrieved Employees by first-class United States mail. For each PAGA Settlement Package that is returned undeliverable within thirty (30) calendar days of the initial mailing, the PAGA Settlement Administrator shall promptly attempt to locate an alternate, updated address for the Aggrieved Employee at issue, by using a skip-trace search and shall attempt one (1) re-mailing of the PAGA Settlement Package.

(4) The Individual Settlement Share checks issued to Aggrieved Employees shall remain valid for ninety (90) calendar days, and thereafter, shall be canceled. Funds associated with canceled checks shall be transmitted to the State Controller's Office Unclaimed Property Division in the name of the Aggrieved Employee(s) at issue and in the amount of his or her respective Individual Settlement Share(s).

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

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

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

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

8. **Release of Claims by Plaintiff, Aggrieved Employees, and the State of California.**

(a) Upon the date the Court has entered an order approving the Settlement Agreement and full funding of the Total Settlement Amount, and except as to the rights and obligations created by this Settlement Agreement, Plaintiff and the State of California with respect to Aggrieved Employees, will be deemed to have knowingly and voluntarily released and forever discharged Defendants, including Defendants' parent corporation, affiliates, subsidiaries, divisions, predecessors, insurers, successors and assigns, and their current and former employees, attorneys, officers, directors and agents thereof, both individually and in their business capacities, and their employee benefit plans and programs and the trustees, administrators, fiduciaries and insurers of such plans and programs (collectively, the "Released Parties"), to the full extent permitted by law, of and from the Action and from any and all claims, arising during the PAGA Period, for civil penalties under California Labor Code section 2698, *et seq.* ("PAGA") as well as any interest, fees, and costs available under PAGA, based on the factual allegations in the Operative Complaint and/or PAGA Notice, including but not limited to, for failure to pay minimum, regular, and overtime wages, failure to provide compliant meal periods and associated premiums, failure to provide compliant rest periods and associated premiums, failure to timely pay wages during employment, failure to timely pay wages upon termination, failure to provide compliant and accurate wage statements, failure to provide a day of rest, failure to maintain complete and accurate payroll records, and failure to reimburse necessary business-related expenses and costs, in violation of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802 and Industrial Welfare Commission Wage Orders, including *inter alia* Wage Orders 1-2001, 4-2001, and 9-2001 (collectively, the "Released Claims").

(b) Upon the date the Court has entered an order approving the Settlement Agreement and full funding of the Total Settlement Amount, and except as to the rights and obligations created by this Settlement Agreement, Plaintiff, individually and on behalf of her heirs, executors, administrators, representatives, attorneys, successors and assigns, will be deemed to have knowingly and voluntarily released and forever discharged Released Parties, to the full extent permitted by law, from any and all claims of every nature whatsoever, known or unknown, suspected or unsuspected, which Plaintiff has or may have as of the date the Court has entered an

order approving the Settlement Agreement. This broader release includes, but is not limited to, all claims arising directly or indirectly from Plaintiff's employment with Defendants and the termination of that employment, including without limitation claims arising under federal, state, or local laws and claims for unpaid wages, penalties, liquidated damages, breach of contract, breach of the implied covenant of good faith and fair dealing, infliction of emotional distress, wrongful or retaliatory discharge, harassment, discrimination, defamation, impairment of economic opportunity, and violations of public policy, the Fair Labor Standards Act, the California Labor Code, the California Fair Employment and Housing Act, the California Business and Professions Code, the California Constitution, the Civil Rights Act of 1866, Title VII of the Civil Rights Act of 1964, and the Americans with Disabilities Act of 1990. With respect to those claims released by Plaintiff in an individual capacity, Plaintiff acknowledges and waives any and all rights and benefits available under California Civil Code Section 1542, which provides:

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

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

9. **Governing Law and Interpretation.**

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

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

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

11. **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 Steven Rottman, Esq. In the event of vagueness, ambiguity or uncertainty, this Settlement Agreement shall not be construed against the Party preparing it but shall be construed as if both Parties prepared it jointly, and the Parties may present their disputes to the mediator to resolve any vagueness, ambiguity, or uncertainty.

(e) 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. The Settlement Agreement remains in full force and effect anyway.

(f) Defendants shall provide documentation to support claims of financial distress and need for a payment plan as necessary to support approval of the Settlement.

HAVING ELECTED TO EXECUTE THIS SETTLEMENT AGREEMENT, TO FULFILL THE PROMISES, AND TO RECEIVE THE CONSIDERATION SET FORTH ABOVE, PLAINTIFF AND DEFENDANTS, 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:

Date: 07/02/2025, 2025

Electronically Signed 2025-07-02 18:32:37 UTC - 76.32.236.179
Nintex AssureSign®  2we67853-baf2-4ae3-ad62-b30wd1283add

Aileen Rodriguez
Individually and On Behalf of
the State of California with Respect to Aggrieved
Employees

Alamitos Enterprises, LLC (erroneously sued as
The Alamitos Group)

Date: _____, 2025

Name:

Title:

Approved as to form and content.

LAWYERS *FOR* JUSTICE, PC



Date: _____ July 2 _____, 2025

Arby Aiwarzian

Joanna Ghosh

Melissa LeBlanc-Mansell

Attorneys for Plaintiff Aileen Rodriguez

GORDON REES SCULLY MANSUKHANI, LLP

Date: _____, 2025

Linh T. Hua

Ashley N. Batiste

Attorneys for Defendant Alamitos Enterprises, LLC
(erroneously sued as The Alamitos Group)

Alamitos Enterprises, LLC (erroneously sued as
The Alamitos Group)

Date: July 3, 2025

CJH
Name: Christine Johnson
Title: Human Resources Manager

Approved as to form and content.

LAWYERS FOR JUSTICE, PC

Date: _____, 2025

Arby Aiwarzian
Joanna Ghosh
Melissa LeBlanc-Mansell
Attorneys for Plaintiff Aileen Rodriguez

GORDON REES SCULLY MANSUKHANI, LLP

Date: July 3, 2025

Ashley N. Batiste
Linh T. Hua
Ashley N. Batiste
Attorneys for Defendant Alamitos Enterprises, LLC
(erroneously sued as The Alamitos Group)

Exhibit A

<<Mailing Date>>

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

Re: Settlement Payment from Aileen Rodriguez v. Alamitos Enterprises, LLC; The Alamitos Group, Orange County Superior Court Case No. 30-2023-01349555-CU-OE-CXC

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

Please find enclosed a check in the amount of <<amount of payment>> (“Individual Settlement Share”). This check is your payment from the settlement in the lawsuit entitled *Aileen Rodriguez v. Alamitos Enterprises, LLC; The Alamitos Group*, Orange County Superior Court Case No. 30-2023-01349555-CU-OE-CXC (“Action”).

The lawsuit was filed on September 13, 2023 by Aileen Rodriguez (“Plaintiff”) against her former employer, on behalf of the State of California, with respect to herself and other alleged aggrieved employees, to seek recovery of civil penalties pursuant to the Private Attorneys General Act of 2004, California Labor Code section 2698, *et seq.* (“PAGA”), for multiple alleged violations of the California Labor Code and Industrial Welfare Commission Wage Orders, including, *inter alia*, for failure to properly pay minimum and overtime wages, failure to provide compliant meal and rest periods and associated premiums, failure to pay wages during employment and upon termination, failure to provide compliant wage statements, failure to provide a day of rest, failure to maintain requisite payroll records, and failure to reimburse business expenses. Prior to filing the lawsuit, on July 7, 2023, Plaintiff submitted a letter to the California Labor and Workforce Development Agency (“LWDA”), pursuant to PAGA, to provide notice of her intent to seek civil penalties under PAGA for Defendants’ alleged violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802 and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Orders 1-2001, 4-2001, and 9-2001, thereby initiating LWDA Case Number LWDA-CM-966680-23 (the “PAGA Notice”).

Defendants deny all of Plaintiff’s allegations and deny any wrongdoing of any kind associated with Plaintiff’s allegations.

A settlement was reached between Plaintiff and Defendants Alamitos Enterprises, LLC (erroneously sued as The Alamitos Group) (“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 all current and former hourly-paid or non-exempt employees who were employed by Defendants and performed work in the State of California during the period July 7, 2022 through April 11, 2025 (“Aggrieved Employees”). The period July 7, 2022 through April 11, 2025, is the “PAGA Period”.

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

Under the settlement, as of <<date of entry of order by the Court approving the Settlement>>, the Released Parties were fully released and forever discharged from any and all Released Claims.

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

“Released Claims” means any and all claims, arising during the PAGA Period, for civil penalties under California Labor Code section 2698, *et seq.* (“PAGA”) as well as any interest, fees, and costs available under PAGA, based on the factual allegations in the Operative Complaint and/or PAGA Notice, including but not limited to, for failure to pay minimum, regular, and overtime wages, failure to provide compliant meal periods and associated premiums, failure to provide compliant rest periods and associated premiums, failure to timely pay wages during employment, failure to timely pay wages upon termination, failure to provide compliant and accurate wage statements, failure to provide a day of rest, failure to maintain complete and accurate payroll records, and failure to reimburse necessary business-related expenses and costs, in violation of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802 and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Orders 1-2001, 4-2001, and 9-2001.

The enclosed check is valid for 90 days from the original date of issuance and mailing, and if it is not cashed, deposited, or otherwise negotiated within the 90-day timeframe, it will be canceled, and the funds associated with the canceled check will be transmitted to the State Controller’s Office Unclaimed Property Division in your name and in the amount of your respective Individual Settlement Share.

EXHIBIT A – COVER LETTER

Do not call or write the Court, Office of the Clerk of the Court, Defendants, or Defendants' counsel to ask questions about the settlement or to ask tax-related questions. If you have any such questions, you may contact Phoenix Class Action Administration Solutions at **[toll-free phone number]**.

EXHIBIT 2



July 7, 2023

BY ONLINE SUBMISSION

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

Re: ALAMITOS ENTERPRISES, LLC; THE ALAMITOS GROUP

Dear Representative:

We have been retained to represent Aileen Rodriguez against Alamitos Enterprises, LLC, and The Alamitos Group (including any and all affiliates, subsidiaries, parents, directors, officers, agents, and executive employees) (collectively referred to as “Alamitos”) for violations of California wage-and-hour laws. Ms. Rodriguez seeks penalties for violations of the California Labor Code, which are recoverable under California Labor Code section 2698, et seq., the Labor Code Private Attorneys General Act of 2004 (“PAGA”) and all other remedies available under PAGA.

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

Alamitos employed Ms. Rodriguez as an hourly-paid, non-exempt employee from approximately August 2022 to approximately March 2023, in the State of California.

The “aggrieved employees” that Ms. Rodriguez may seek penalties on behalf of are all current and former hourly-paid or non-exempt employees who worked for any of the above-referenced entities within the State of California.

Based on the following facts and theories, Alamitos has violated and/or continues to violate, among other provisions of the California Labor Code and applicable wage law, California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and IWC Wage Orders including *inter alia*, Wage Orders 1-2001, 4-2001, and 9-2001.

Alamitos required aggrieved employees to perform work before their scheduled shifts, after their scheduled shifts, during off-the-clock meal breaks, and/or during rest breaks and failed to compensate aggrieved employees for this time. Such work included, but was not limited to, responding to work-related inquiries and donning and/or doffing uniform.

California Labor Code sections 510 and 1198 require employers to pay time-and-a-half or double time overtime wages, and make it unlawful to work employees for hours longer than eight hours in one day and/or over forty hours in one week without paying the premium overtime rates at one-

and-one-half times or double the regular rate of pay, including additional remuneration. During the relevant time period, Ms. Rodriguez and other aggrieved employees worked in excess of 8 hours in a day and 40 hours in a week. Therefore, Ms. Rodriguez and other aggrieved employees were entitled to receive certain wages for overtime compensation, but they were not paid for all overtime hours worked.

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

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, Alamitos failed to pay Ms. Rodriguez and other aggrieved employees all wages due to them within any time period specified by California Labor Code sections 201 and 202, including earned and unpaid minimum, overtime, and premium wages as discussed above.

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

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

California Labor Code sections 551 and 552 require that every person employed in any occupation of labor is entitled to one day's rest in a seven-day workweek, that no employer of labor shall cause his employees to work more than six days in a workweek, and that an employer shall pay a civil

penalty in the amounts of fifty dollars (\$50) for each aggrieved employee per pay period for the initial violation and one hundred dollars (\$100) for each aggrieved employee per pay period for each subsequent violation. During the relevant time period, Ms. Rodriguez and the aggrieved employees were required to regularly and/or consistently work in excess of six (6) days in a workweek. During the relevant time period, Ms. Rodriguez and the aggrieved employees were required to work in excess of thirty (30) hours in a week and/or six (6) hours in any one (1) day thereof, during workweeks in which they were required to work in excess of six (6) days. During the relevant time period, Ms. Rodriguez and the aggrieved employees were required to work in excess of six (6) days in a workweek without accumulating or being provided the opportunity to take at least one (1) day of rest, and when Ms. Rodriguez and the aggrieved employees accumulated days of rest, they were not actually provided the opportunity to take the equivalent of one (1) day's rest in seven (7) during each calendar month.

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

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

California Labor Code section 1198 provides that "The employment of any employee ... under conditions of labor prohibited by the [Industrial Wage Orders] is unlawful." The applicable Industrial Wage Orders, including *inter alia*, Wage Orders 1-2001, 4-2001, and 9-2001, require that for each workday an employee is required to report for work and does report, but is not put to work or is furnished less than half said employee's usual or scheduled day's work, the employee shall be paid for half the usual or scheduled day's work, but in no event for less than two (2) hours nor more than four (4) hours, at the employee's regular rate of pay. Further, if an employee is required to report for work a second time in any one workday and is furnished less than two (2) hours of work on the second reporting, said employee shall be paid for two (2) hours at the employee's regular rate of pay. During the relevant time period, Alamitos failed to pay Ms. Rodriguez and other aggrieved employees half the usual or scheduled day's work in an amount no less than two (2) hours nor more than four (4) hours at the employee's regular rate of pay for workdays in which Ms. Rodriguez and the other aggrieved employees reported to work and were furnished less than half the usual or scheduled day's work. During the relevant time period, Alamitos failed to pay Ms. Rodriguez and other aggrieved employees for two (2) hours at the employee's regular rate of pay on days in which Ms. Rodriguez and the other aggrieved employees were required to report for work a second time in one workday and were furnished less than two (2) hours of work upon the second reporting.

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

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

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

With kind regards,

A handwritten signature in blue ink that reads "Gabriella Sole". The signature is fluid and cursive, with the first name and last name clearly distinguishable.

Gabriella Sole, Esq.

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

Alamitos Enterprises, LLC
c/o Robert M. Curry Jr.
Agent for Service of Process
10761 Noel Street
Los Alamitos, CA 90720

The Alamitos Group
c/o Robert M. Curry Jr.
Chief Executive Officer
10934 Portal Dr.,
Los Alamitos, CA 90720

EXHIBIT 3

AILEEN RODRIGUEZ V. ALAMITOS ENTERPRISES LLC
Orange County Superior Court, Case No. 30-2023-01349555-CU-OE-CXC

ATTORNEY TASK AND TIME CHART

TASK	LAWYERS <i>FOR</i> JUSTICE, PC
Investigation and Research / Due Diligence	
Meet and Communicate with Plaintiff Aileen Rodriguez (“Plaintiff”) During the Case	20.50
Investigate, Communicate with, and/or Meet with Aggrieved Employees and/or Percipient Witnesses	6.50
Pleadings and Court Filings	
Investigate the Merits of Plaintiff’s PAGA Claim, Conduct Legal Research and Analysis Regarding PAGA Claim, and Draft, Review, and/or Revise Plaintiff’s Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code Section 2698, Et Seq. (filed on September 13, 2023)	7.80
Review Courts’s Minute Order Re: Complex Determination (filed on October 9, 2023)	0.10
Review and Analyze Answer of Defendant Alamitos Enterprises, LLC erroneously sued as The Alamitos Group (“Defendant”) to Complaint and Research Affirmative Defenses in Defendant’s Answer (served on November 22, 2023)	1.50
Meet and Confer with Defendant’s Counsel, and Draft, Review, and/or Revise Joint Case Management Conference Statement (filed on December 21, 2023)	1.60
Review Court’s Minute Order Re: Case Management Conference (filed on January 2, 2024)	0.10
Meet and Confer with Defendant’s Counsel, and Draft, Review, and/or Revise Joint Stipulation to Continue Status Conference; [Proposed] Order (filed on March 28, 2024)	1.30
Review Court’s Order Continuing Status Conference (filed on March 29, 2024)	0.10

Meet and Confer with Defendant's Counsel, and Draft, Review, and/or Revise Joint Stipulation to Continue Status Conference; [Proposed] Order (submitted on September 20, 2024)	1.10
Review Court's Order Continuing Status Conference (filed on September 20, 2024)	0.10
Draft Notice of Change of Address or Other Contact Information (filed on January 23, 2025)	0.10
Review Court's Notice of Case Reassignment (filed on February 6, 2025)	0.10
Draft Notice of Settlement of Entire Case (filed on March 3, 2025)	0.20
Review Court's Notice of Continuance (filed on March 4, 2025)	0.10
Meet and Confer with Defendant's Counsel, and Draft, Review, and/or Revise Joint Status Conference Statement (filed on July 2, 2025)	1.10
Review Court's Minute Order Re: Status Conference (filed on July 8, 2025)	0.10
Meet and Confer with Defendants' Counsel, and Draft, Review, and/or Revise Joint Status Conference Statement (filed on September 3, 2025)	1.40
Review Court's Notice of Continuance (filed on September 8, 2025)	0.10
Discovery and Deposition	
Review and Analyze Documents Produced by Defendant in Response to the Request for Personnel File, Pay Stubs, and Time Records for Plaintiff Aileen Rodriguez (served on May 26, 2023)	2.50
Draft Plaintiff's Form Interrogatories – General (Set One), Special Interrogatories – (Set One), Special Interrogatories- (Set Two), and Requests for Production of Documents (Set One) to Defendant Alamitos Enterprises, LLC (served on November 10, 2023)	4.50
Draft Plaintiff's Form Interrogatories – General (Set One), Special Interrogatories – (Set One), Special Interrogatories- (Set Two), and Requests for Production of Documents (Set One) to Defendant The Alamitos Group (served on November 10, 2023)	3.50

Review Defendant Alamitos Enterprises, LLC's Responses to Plaintiff's Form Interrogatories – General (Set One), Special Interrogatories (Set One), Special Interrogatories (Set Two), and Requests for Production of Documents (Set One) (served on February 6, 2024)	3.10
Review Defendant The Alamitos Group's Responses to Plaintiff's Form Interrogatories – General (Set One), Special Interrogatories (Set One), Special Interrogatories (Set Two), and Requests for Production of Documents (Set One) (served on February 6, 2024)	3.50
Letters and Correspondence	
Draft Notice to California Labor and Workforce Development Agency Re: Claim of Plaintiff Aileen Rodriguez for Penalties Under the Private Attorneys General Act, California Labor Code Section 2698, et seq. ("PAGA") (served on July 7, 2023)	4.50
Meet with, Draft Correspondence to, and Respond to Correspondence from, Defendants' Counsel	14.50
Mediation/Settlement	
Review and Analyze Information, Data, and Documents Obtained from Plaintiff, Defendants, and Other Sources Prior Mediation	34.50
Prepare for Mediation, Including Researching Settlement Related Issues and Merits Related Issues, Drafting the Mediation Brief, Compiling the Mediation Exhibits in Support of Plaintiff's Mediation Brief, and Performing Penalties Analysis and Calculations (submitted on February 18, 2025)	28.50
Attend Mediation Session (February 25, 2025; Zoom Video Conference)	18.50
Review and Analyze Mediator's Proposal	1.50
Draft, Review, Revise, Negotiate, and Finalize Private Attorneys General Act Settlement Agreement and Release (executed on July 3, 2025) and Cover Letter	12.50

Law and Motion	
Research, Draft, Review, and/or Revise Plaintiff's Notice of Motion and Motion for Approval of Private Attorneys General Act Settlement Agreement and Award of Attorneys' Fees and Costs, General Release Fee, and Settlement Administration Costs, Declaration of Brian J. St. John in Support Thereof, Declaration of Plaintiff Aileen Rodriguez in Support Thereof, and [Proposed] Order and Judgment	21.50
Total Hours:	197.00

LAWYERS *for* JUSTICE, PC CASE COST DETAIL
Rodriguez vs. Alamitos Enterprises LLC, et al. (PAGA)

<u>Date</u>	<u>Payee</u>	<u>Expense Description</u>	<u>Amount</u>
5/4/2023	U.S. Postmaster	Postage	\$8.13
7/7/2023	U.S. Postmaster	Postage	\$16.26
7/7/2023	Labor & Workforce Development Agency	PAGA Filing Fee	\$75.00
9/18/2023	Legal Document Server, Inc.	Attorney Service	\$113.93
9/18/2023	Orange County Superior Court	Complex Filing Fee	\$1,000.00
9/18/2023	Orange County Superior Court	Complaint Filing Fee	\$435.00
10/6/2023	ProLegal	Attorney Service	\$164.58
11/1/2023	Legal Document Server, Inc.	Attorney Service	\$14.20
11/13/2023	General Logistics Systems US, Inc.	Courier Service	\$15.87
12/21/2023	Legal Document Server, Inc.	Attorney Service	\$14.20
3/29/2024	Legal Document Server, Inc.	Attorney Service	\$15.59
3/29/2024	Orange County Superior Court	Stipulation & Order Fee	\$20.00
4/10/2024	Legal Document Server, Inc.	Attorney Service	\$14.20
9/20/2024	Legal Document Server, Inc.	Attorney Service	\$14.20
9/23/2024	Legal Document Server, Inc.	Attorney Service	\$1.39
9/23/2024	Orange County Superior Court	Stipulation & Order Fee	\$20.00
10/4/2024	Legal Document Server, Inc.	Attorney Service	\$14.20
1/23/2025	Steven J. Rottman, LLC	Mediation Fee	\$15,000.00
1/25/2025	Legal Document Server, Inc.	Attorney Service	\$15.20
3/4/2025	Legal Document Server, Inc.	Attorney Service	\$15.20
4/8/2025	CPAnalytics	Data Analysis of Sampling of Time Records	\$3,170.00
Total:			<u>\$20,157.15</u>