

JCL LAW FIRM, APC

Jean-Claude Lapuyade (State Bar #248676)

Eduardo Garcia (State Bar #290572)

5440 Morehouse Drive, Suite 3600

San Diego, CA 92121

Telephone: (619) 599-8292

Facsimile: (619) 599-8291

jlapuyade@jcl-lawfirm.com

egarcia@jcl-lawfirm.com

ZAKAY LAW GROUP, APLC

Shani O. Zakay (State Bar #277924)

Jackland K. Hom (State Bar #327243)

Julieann Alvarado (State Bar #334727)

5440 Morehouse Drive, Suite 3600

San Diego, CA 92121

Telephone: (619)255-9047

Facsimile: (858) 404-9203

shani@zakaylaw.com

jackland@zakaylaw.com

julieann@zakaylaw.com

Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF LOS ANGELES

LUIS A. RENDON, an individual, on behalf of
himself and on behalf of all persons similarly
situated,

Plaintiff,

v.

HEALTHCARE INVESTMENTS, INC. (dba
Rosecrans Care Center), a California
Corporation; and Does 1 through 50, Inclusive,

Defendants.

Case No: 20STCV39775

Action Filed: October 10, 2020

**DECLARATION OF SHANI O. ZAKAY,
ESQ. IN SUPPORT OF PLAINTIFF'S
MOTION FOR APPROVAL OF PAGA
SETTLEMENT**

Date: May 31, 2022

Time: 8:30 a.m.

Dept.: 72

Judge: Hon. Curtis A. Kin

1 I, SHANI O. ZAKAY, declare as follows:

2 1. I am the managing partner of the law firm of Zakay Law Group, APC, co-lead
3 counsel of record for Plaintiff Brittney Jones (“Plaintiff”) in this matter. As such, I am fully familiar
4 with the facts, pleadings and history of the matter. The following facts are within my own personal
5 knowledge, and if called as a witness, I could testify competently to the matters stated herein.

6 2. This declaration is being submitted in support of the motion by Plaintiff for an order:
7 approving the settlement in this Private Attorneys General Act (“PAGA”) action with Defendant
8 ASD6, LLC (“Defendant”).

9 3. A true and correct copy of the fully executed Private Attorney General Act (Labor
10 Code Section 2698 *Et Seq.*) Settlement Agreement and Limited Release (“Settlement Agreement”)
11 is attached as Exhibit #1. A proposed order approving the PAGA settlement is submitted herewith.

12 4. On May 1, 2020, Plaintiff Luis A. Rendon on behalf of himself and on behalf of
13 other “Aggrieved Employees” submitted a notice and draft complaint to the LWDA memorializing
14 claims against Defendant for alleged violations of the California Labor Code, including claims for
15 failure to provide compliant meal periods or compensation in lieu thereof in violation of Labor Code
16 sections 226.7, and 512; failure to provide compliant rest periods or compensation in lieu thereof in
17 violation of Labor Code sections 226.7, and 512; failure to allow employees to take duty-free, off-
18 the-premises rest periods; failure to pay all minimum, regular, and overtime wages; failure to
19 maintain true and accurate records in violation of Labor Code sections 1174 and 1174.5; failure to
20 provide accurate itemized wage statements in violation of Labor Code sections 226, 226.2, 1174,
21 and 1175; failure to timely pay wages due during, and upon termination of employment; claims for
22 violations of Labor Code sections 201, 202.3, 202, 203, 204, 210, 218.5, 218.6, 226, 226.3, 226.7,
23 510, 512, 558, 1174(d), 1174.5, 1194, 1197, 1197.14, 1198, and 1199; and claims for civil penalties
24 and other relief pursuant to Labor Code section 2699, and the sections preceding and following
25 section 2699. (LWDA Case No. 785157-20.) On October 15, 2020, Plaintiff filed a complaint
26 against Defendant in the Superior Court of Los Angeles County, Case No. 20STCV39775, alleging
27 a single cause of action for violations of PAGA based on the above Labor Code violations.
28

1 5. Plaintiff and Defendant agreed to mediate the action with Hon. Carl J. West (Ret.)
2 (“Judge West”), a respected jurist and an experienced wage and hour PAGA action mediator. Prior
3 to the mediation, in order to evaluate the potential value of the claims, the Parties engaged in
4 significant efforts to obtain evidence regarding the claims asserted, including all of Defendant’s
5 relevant wage and hour policies, the exchange of detailed statistical data regarding assignments
6 performed by Plaintiff and the Aggrieved Employees, the production of hundreds of pages of
7 documents, including a large sample of payroll records and time records, and the exchange of
8 detailed briefing and analysis in connection with the mediation. Based on this extensive discovery,
9 Plaintiff was able to perform damages calculations and assess her claims relevant to Defendant’s
10 defenses.

11 6. Thereafter, on September 1, 2021, the Parties engaged in a full-day mediation with
12 Judge West. At the conclusion of the full-day mediation, the Parties were unable to reach a
13 settlement. However, after months of negotiations, with the assistance of Judge West, the Parties
14 reached an agreement for settlement based on Judge West’s proposal, which led to the signing of a
15 Stipulation of Settlement of PAGA Claims and Release of PAGA Claims memorializing the
16 settlement. The settlement was negotiated in light of all known facts and circumstances and the
17 uncertainty associated with litigation – including the risk of Plaintiff not being able to maintain
18 representative claims and establishing manageability, the difficulty of proving Plaintiff’s claims in
19 a manageable trial, the merits of Defendant’s potential defenses, and the significant delay and
20 potential appellate issues inherent to litigation – and was reached after extensive arm’s length
21 negotiations, with the assistance of Judge West.

22 7. The PAGA settlement is subject to Court approval consistent with Labor Code §
23 2699(1)(2) (Settlement Agreement at III(J)). The Settlement Agreement negotiated by the Parties
24 provides for a “Gross Settlement Amount” payment in the amount of \$282,500 to resolve the PAGA
25 Claims (hereinafter referred to as the “PAGA Settlement”). From this PAGA Settlement of
26 \$282,500, there is a deduction of attorneys’ fees in the amount of \$94,166.66 (which is one-third of
27 the PAGA Settlement), reimbursement of incurred costs in an amount not to exceed \$20,000, and
28 Settlement Administration Costs, which will not exceed \$8,000. (Settlement Agreement at III(I)(7)-

1 (8))).² After these deductions, the amount remaining is the “PAGA Payment”, which is estimated
2 to be \$160,333.34.

3 8. Of the PAGA Payment amount, seventy-five percent (75%) will be paid to the
4 LWDA, and the remaining twenty-five percent (25%) will be paid to the Aggrieved Employees.
5 (Settlement Agreement at (I)(J)).³ This 75/25 allocation is required by Labor Code § 2699 as
6 explained by *ZB, N.A. v. Superior Court*, 8 Cal.5th 175 (2019).

7 9. The Individual PAGA Payment for each Aggrieved Employee shall be based on the
8 number of pay periods each Aggrieved Employee worked during the PAGA Period as a percentage
9 of the total pay periods worked by all Aggrieved Employees during the PAGA Period. (Settlement
10 Agreement at III(I)(1)). The PAGA Period is the time period from April 6, 2019, through December
11 13, 2021. (Settlement Agreement at I(N)).

12 10. At the time of mediation, Defendant estimated that there were 500 Aggrieved
13 Employees who worked approximately 7,500 pay periods during the PAGA Period. (Settlement
14 Agreement at III(A)(2)).

15 11. Upon entry of Judgment and funding in full of the Settlement by Defendant, the
16 Released Parties shall be entitled to a release from the State of California and Plaintiff as to the
17 following claims:

18 “Released PAGA Claims” mean any and all claims for civil penalties under PAGA,
19 arising during the PAGA Period, based on the facts alleged by Plaintiff in the
20 operative complaint at the time of approval and Plaintiff’s notice letter to the LWDA
21 and any resulting claim for attorneys’ fees and costs under PAGA, which occurred
22 during the PAGA Period.

23 (Settlement Agreement at I(U)).
24

25 ² In the event the Court approves less than One-Third of the PAGA Settlement Amount in
26 Attorneys’ Fees or less than \$20,000 in Attorneys’ Expenses to Plaintiff’s Counsel, the unawarded
27 difference will be added to the PAGA Payment and not to Plaintiff’s Counsel or Defendant
(Settlement Agreement at III(I)(7)).

28 ³ “Aggrieved Employees” means all of Defendant’s current and former non-exempt employees
employed in California during the PAGA Period. (Settlement Agreement at (I)(B)). The PAGA
Period is April 6, 2019, through December 13, 2021.

1 12. The Gross Settlement Amount shall be due by Defendant to the Settlement
2 Administrator via wire transfer as follows: (1) \$35,000 payable within sixty (60) calendar days of
3 the Effective Date (“Initial Payment”), and (2) eighteen (18) equal monthly installments in the
4 amount of \$13,750 equal to \$247,500 paid monthly thereafter, commencing on the first day of the
5 first month following the Initial Payment, and on the first day of every month thereafter until the
6 Gross Settlement Amount is fully funded. (Settlement Agreement at III(A)(3)). Defendant will
7 provide the necessary information about the Aggrieved Employees to the Settlement Administrator
8 (ILYM Group) within five (5) calendar days of the approval of the Effective Date. (Settlement
9 Agreement at III(H)). The Settlement Administrator will mail the Individual Aggrieved Employee
10 Payments by regular First-Class U.S. Mail to the Aggrieved Employees’ last known mailing address
11 no later than fifteen (15) calendar days after the Funding Date.⁴ (Settlement Agreement at III(I)(4)).
12 Checks will remain valid and negotiable for one hundred eighty (180) days. (Settlement Agreement
13 at III(I)(5)). If an Aggrieved Employee does not cash his or her settlement check within ninety (90)
14 days, the Settlement Administrator will send a letter to such persons, advising that the check will
15 expire after the 180th day, and invite that Aggrieved Employee to request reissuance in the event
16 the check was destroyed, lost, or misplaced. (*Id.*) In the event Aggrieved Employee Payment checks
17 have not been cashed within one hundred and eighty (180) days, the Settlement Administrator shall
18 cause the aggregate sum represented by those uncashed checks, plus any interest accrued thereon,
19 to be sent to the Controller of the State of California to be held pursuant to the Unclaimed Property
20 Law, California Civil Code § 1500 *et seq.*, in the names and corresponding amounts associated with
21 each Aggrieved Employee whose check(s) are cancelled. (*Id.*) The Individual PAGA Payments are
22 100% penalties and shall be reported using IRS tax form 1099. (Settlement Agreement III(I)(2)).

23 13. Pursuant to California Labor Code Section 2699(1), Plaintiff is providing a copy of
24 the Settlement Agreement and this motion to the LWDA concurrently with the filing of the instant
25 motion for settlement approval as set forth in the accompanying proof of service in compliance with
26

27 ⁴ Aggrieved Employees will receive their individual settlement payments first, before the LWDA
28 receives its payment and before counsel and the administrator receive their fees and costs.
Accordingly, the agreed upon payment plan will not cause a delay in the payment to the
employees.

1 Labor Code section 2699(1). In addition, Plaintiff will submit to the LWDA a copy of the Court's
2 judgment and order approving the Settlement Agreement within ten (10) days after entry of
3 judgment or order.

4 14. The claim before this Court is a representative claim under the PAGA on behalf of
5 the State of California for civil penalties pursuant to the PAGA. The parties have agreed to settle
6 the PAGA claims in their entirety after significant informal discovery, and an arm's length
7 mediation. The settlement is intended to fully and finally resolve the PAGA Released Claims
8 asserted by Plaintiff on behalf of the State of California. This is only a settlement of the PAGA
9 claims for civil penalties and is not a class settlement and does not release the individual claims, if
10 any, of the Aggrieved Employees. This settlement does not release any claim that is not a PAGA
11 claim.⁵ Attorneys' fees equal to one-third of the PAGA Settlement amount (\$94,166.66) and
12 litigation expenses in an amount not to exceed \$20,000 will also be paid to Plaintiff's Counsel as
13 part of the settlement in accordance with California Labor Code § 2699(g)(1) as set forth in the
14 Settlement Agreement.⁶ Lastly, payment to the Settlement Administrator in an amount not to
15 exceed \$8,000 to perform the administrative duties to distribute the settlement money shall also be
16 paid.

17 15. Plaintiff and his counsel believe that the PAGA Settlement amount is fair and
18 reasonable and therefore "shall" be reviewed and approved. Here, the PAGA Settlement Amount
19 of \$282,500 is significantly larger than amounts previously approved by Courts throughout
20 California.

21 16. California Labor Code Section 2699(e)(1) permits a Court to award a lesser amount
22 than the maximum civil penalty if, based on the facts and circumstances, to do otherwise would
23 result in an award that is "unjust, arbitrary and oppressive or confiscatory." Before and during the
24 mediation, Defendant argued, among other things, that it was unlikely that any Judge would award

25 ⁵ As explained by the Supreme Court in *ZB, N.A.*, 8 Cal. 5th at 196: "Nonparty employees are
26 bound by the judgment in an action under the PAGA, but only with respect to recovery of civil
27 penalties."

28 ⁶ As set forth in the accompanying Zakay Dec., Plaintiff's Counsel incurred costs in the current
amount of \$15,546.51 which is less than the cost allocation in the Settlement Agreement. See
Zakay Dec. at ¶ 29.

more than the actual amounts owed on the claims, let alone the full \$100 or \$200 per violation. In *Carrington v. Starbucks Corp.*, 30 Cal. App. 5th 504 (2018), the Court of Appeal affirmed a judgment after trial which only provided for a PAGA penalty of \$5 per pay period. Therefore, at trial, any PAGA penalties awarded in this case could be significantly less than Plaintiff's calculation, even had Plaintiff prevailed on the PAGA claim. Here, multiplying the number of violations identified, assumed, and extrapolated by Plaintiff (14,166 violations) by \$5 results in a total potential liability of \$70,830. Further, multiplying the number of pay periods (7,500) by \$5 results in a total potential liability of \$37,500. Therefore, even assuming Plaintiff would have prevailed on all of her claims at trial, the result obtained by Plaintiff in the Settlement exceeds the amount Plaintiff would have recovered had the Court relied on *Carrington* in awarding the PAGA penalties.

17. Plaintiffs' claims and corresponding PAGA penalties can be broken down as follows:

Labor Code Section	Number of employees	Statutory penalty	Number of pay periods / violations	Violation rate	Total Penalties
1194, 1197, and, 1197.1, (unpaid minimum/straight wages)	500 Aggrieved Employees	\$100	6,650	88.7% of total pay periods	\$665,000
226.2, 226.7 and 512 (rest break violations)	377 Aggrieved Employees	\$100	1,715	22.8% of total pay periods	\$171,500
226.7 (unpaid meal break violations)	377 Aggrieved Employees	\$100	1,715	22.8% of total pay periods	\$171,500
510 (unpaid overtime)	432 Aggrieved Employees	\$100	5,801	77.3% of total pay periods	\$580,100
226 (wage statement violations)	500 Aggrieved Employees	\$100	7,500	100% of total pay periods	\$750,000
1194, 1197, and, 1197.1, (unpaid minimum/straight wages)	500 Aggrieved Employees	\$100	6,650	88.7% of total pay periods	\$665,000

1 Thus, at the time of mediation, Plaintiff's Counsel estimated Defendant's maximum liability
2 exposure at \$2,338,100. Consequently, the Total Settlement Amount of \$282,500 is 12% of
3 Defendant's maximum liability exposure – before any reduction.

4 18. In order to recover any PAGA penalties, Plaintiff would be required at trial to prove
5 each of the underlying Labor Code violations. See *Cardenas v. McLane Foodservice, Inc.*, 2011
6 U.S. Dist. LEXIS 13126, *10 (C.D. Cal. 2011) (“Given the statutory language [of PAGA], a
7 plaintiff cannot recover on behalf of individuals whom the plaintiff has not proven suffered a
8 violation of the Labor Code by the defendant.”). Here, Plaintiff would need to prove that each
9 Aggrieved Employee suffered a violation for each period the employee worked in relation to meal
10 or rest period violations, failure to pay minimum or overtime wages, and failure to provide accurate
11 itemized wage statements.

12 19. Defendant maintains that Plaintiff and the Aggrieved Employees were properly
13 compensated, and that it did not violate the Labor Code. Most importantly and relevant to this case,
14 Defendant argued that the Supreme Court decision in *Brinker v. Super. Ct.*, 53 Cal.4th 1004 (2012),
15 weakened, if not eliminated, Plaintiff's claims, on liability, value, and discretion with respect to the
16 PAGA penalties, as to the meal and rest period claims. A major component of the penalties alleged
17 to have been owed by Defendant are attributed to non-compliant meal and rest breaks. Before and
18 during the mediation, Defendant aggressively argued that Defendant's policies and culture afforded
19 the Aggrieved Employees an opportunity to take timely meal and rest breaks, and that employees
20 like Plaintiff *chose* not to take compliant breaks. Specifically, Defendant's written policies
21 encouraged Aggrieved Employees to take meal periods and rest breaks according to schedules
22 compliant with the California Labor Code. The policy further *required* employees who performed
23 any work for any reason during their meal period to record that time so that they could be paid.
24 Employees who felt they were not provided an opportunity to take a meal or a rest break were
25 required to notify a supervisor immediately so that Defendant could ensure that employees' duty-
26 free meal periods were available to them. Defendant argued, therefore, that under the *Brinker*
27 decision it has no liability for the missed breaks whatsoever. Defendant argued that it adopted and
28 strictly enforced lawful policies and afforded Plaintiff and the Aggrieved Employees adequate time

1 to take compliant meal periods and rest breaks. Because Plaintiff's claims were largely based on
2 the missed meal and rest breaks, and because Defendant's policies were indeed compliant, this
3 presented a very real concern for Plaintiff. If successful, this defense could eliminate or substantially
4 reduce any recovery under PAGA. While Plaintiff believes that this defense, and others, could be
5 overcome, Defendant maintains these defenses have merit, which therefore presents a serious risk
6 to recovery of penalties.

7 20. Accordingly, Defendant disputes and denies Plaintiff's allegations and claims
8 asserted in the operative complaint which are resolved by the Settlement Agreement. Defendant
9 asserted additional defenses to the PAGA claim, not only as to liability but also as to the amount of
10 the penalties. Defendant could argue that no penalties prior to the PAGA notification should be
11 awarded because the violations were not intentional, and at least one court has so ruled. These
12 defenses present a risk to the PAGA claim and the potential that some or all of the PAGA penalties
13 sought may not be awarded.

14 21. Given Defendant's potential defenses to the violations at issue and the risks and costs
15 of continued litigation, Plaintiff and his attorneys believe that the PAGA Settlement is fair and
16 reasonable. Further, Plaintiff's investigation included an evaluation of Defendant's finances, as
17 well as consideration of Defendant's financial position as a single-facility nursing home operator
18 weathering unprecedented challenges resulting from the global pandemic, which support the
19 monthly installment plan set forth in the Settlement Agreement. Plaintiff's Counsel have significant
20 experience litigating wage and hour claims including claims for PAGA penalties, and the PAGA
21 Settlement here is similar to or greater than similar settlements that courts have approved. The
22 PAGA Settlement, along with the other terms of the proposed settlement, were negotiated by
23 experienced counsel at arm's length with the assistance of an experienced and reputable mediator,
24 Judge West.

25 22. As set forth in the accompanying proof of service, the LWDA has been provided
26 notice of this motion and the PAGA settlement. The decision of the LWDA to accept the PAGA
27 Settlement and not oppose the motion should be given considerable weight. This is not a situation
28 where the Court needs to be concerned about the rights of absent employees as in a class settlement,

1 as this PAGA-only settlement does not release the individual claims of absent employees, and the
2 LWDA is a sophisticated government entity that is more than able to look out for its own rights.

3 23. Based on our investigation, analysis and discounts for risk factors, Plaintiff
4 adequately represented the interests of both the State and the public in resolving this action and
5 reaching the proposed PAGA settlement.

6 24. Notably, in the pending *Viking River Cruises, Inc. v. Moriana* case, the Supreme
7 Court will examine whether the Federal Arbitration Act requires enforcement of a bilateral
8 arbitration agreement providing that an employee cannot raise representative claims, including
9 under PAGA. Given the Supreme Court's pending decision, there is a strong possibility that this
10 action could be dismissed altogether if the Supreme Court finds that Plaintiff could waive her right
11 to bring a PAGA action. The proposed PAGA settlement allows Plaintiff to resolve the claims on
12 her behalf, on behalf of the Aggrieved Employees, and on behalf of the State of California before
13 *Viking River Cruises* is decided and potentially rids them of the opportunity to receive a settlement
14 at all.

15 25. Finally, Plaintiff's diligent and efficient litigation of this action resulted in the
16 creation of an ascertainable common fund of \$282,500 that will substantially benefit the State of
17 California and the Aggrieved Employees. PAGA Counsel's efforts also resulted in significant non-
18 monetary relief for the State of California and the Aggrieved Employees by catalyzing Defendant
19 to change its meal break policy and practices to pay premiums for meal break violations
20 retroactively and on a forward-going basis. Thus, PAGA Counsel obtained greater Labor Code
21 compliance and a change to Defendant's policies that accomplishes the primary objective of PAGA
22 as set for by the Labor Commissioner in *Price v. Uber Techs.*, Los Angeles Superior Court Case
23 No. BC544512.

24 26. The payment of attorneys' fees and costs to Plaintiff's Counsel under the Agreement
25 is supported by several factors. First, the requested fees are justified by the result achieved.
26 Plaintiff's Counsel negotiated a recovery of \$282,500, and this result justifies the requested fees
27 equal to one third of this recovery. This percentage is within the standard contingent recovery
28 percentage of one-third, and this percentage is what was expressly approved by the Supreme Court

1 in *Laffitte v. Robert Half Int'l Inc.*, 1 Cal.5th 480, 504 (2016). At the time this case was brought,
2 the result was far from certain. Defendant's defenses to the merits of the case created difficulties
3 with proof and complex legal issues for Counsel to overcome. Here, a number of defenses asserted
4 by Defendant present serious threats to the claims of the Plaintiff and the Aggrieved Employees.
5 Defendant asserted that their employment practices complied with all applicable Labor laws. If
6 successful, Defendant's defenses would eliminate *any recovery* to the Aggrieved Employees. While
7 Plaintiff believes that these defenses could be overcome, Defendant maintains these defenses have
8 merit which therefore presents a serious risk to recovery. The Settlement was possible because
9 Counsel was able to persuade Defendant that there was an appreciable risk that Plaintiff would
10 prevail on the factual and legal issues underlying liability and overcome difficulties in proof as to
11 monetary relief.

12 27. Second, the fee award is justified by the work performed. The fee award represents
13 Plaintiff's Counsels' current combined lodestar of \$82,594.17 with a multiplier of 1.14 with
14 additional work to be performed such that the multiplier will ultimately be even lower. Generally,
15 the Ninth Circuit and California Courts award multipliers between 2 to 4 times the lodestar to reward
16 counsel for accepting the contingent risks of the litigation or obtaining good results. *See, e.g.*,
17 *Laffitte*, 1 Cal. 5th at 506 (approving one-third fee award with multiplier between 2.03 and 2.13);
18 *Pellegrino v. Robert Half Int'l, Inc.*, 182 Cal.App.4th 278 (2010) (noting reasonable multipliers of
19 2.0 to 4.0 are often applied and affirming 1.75 multiplier); *Wershba v. Apple Computer, Inc.*, 91
20 Cal.App.4th 224, 254 (2001) (noting that multipliers can range from 2 to 4 or higher); *Vandervort*
21 *v. Balboa Capital Corp.*, 8 F.Supp. 3d 1200, 1210 (C.D. Cal. 2014) (awarding one-third of fund,
22 which was a 2.52 multiplier of lodestar); *Boyd v. Bank of America*, 2014 WL 6473804, at *11 (C.D.
23 Cal. 2014) (awarding one-third of fund, which was a 2.58 multiplier of lodestar); *Hopkins v. Stryker*
24 *Sales Corp.*, No. 11-CV-02786-LHK, 2013 WL 496358, at *6 (N.D. Cal. Feb. 6, 2013) (approving
25 fee award that represented a multiplier of 2.76 as falling within the "majority" range for risk
26 multipliers).

27 28. Between August 9, 2021 and May 5, 2022 my firm spent 84.7 hours on the case,
28 incurring a total of \$48,275.98 in fees and \$7,088.48 in costs. My firm's billing records and cost

summary are attached hereto as Exhibit #2. Accordingly, based on Plaintiff's Counsel's lodestar (including Mr. Lapuyade's lodestar), Plaintiff's Counsel's requested fee award reflects a request for a reasonable hourly rate of \$535.77. Specifically, dividing \$94,166.66 by the number of hours spent by Plaintiff's Counsel on the case (175.76), results in an average hourly rate of \$535.77, which is reasonable and should be awarded.

29. As to litigation expenses, Plaintiff's Counsel will be recovering litigation expenses in the total amount of \$15,546.51 which is less than the \$20,000 allocation for costs in the Settlement Agreement, so the difference of \$4,453.49 will be added to the PAGA Payment amount.

Experience and Qualifications

30. I have represented thousands of employees in a variety of legal matters, including PAGA lawsuits, class actions and complex litigation cases. Zakay Law Group APC's practice is devoted almost entirely to the prosecution of wage and hour class action and PAGA action matters. I have successfully prosecuted and obtained significant recoveries in numerous class action lawsuits and other lawsuits involving complex issues of law and fact. A true and correct copy of the resume of Zakay Law Group, APC is attached hereto as Exhibit #3.

31. My credentials are reflected in the Zakay Law Group, APC firm resume, a true and correct copy of which is attached hereto as Exhibit #3. Some of the major cases my firm has undertaken are also set forth in Exhibit #3. I have had extensive representative and class litigation experience, much of it in the area of representative PAGA actions, employment class actions, unfair business practices and other complex litigation. I have litigated similar wage and hour class action cases against other employers on behalf of employees. It is this level of experience which enabled the firm to undertake the instant matter and to successfully combat the resources of the defendant and its capable and experienced counsel. On account of the concerted and dedicated effort this case required in order to properly handle and prosecute, I was precluded from taking other cases, and in fact, had to turn away other potential fee generating cases.

32. My hourly rate for this case is \$550 per hour. My rate is in line with the prevailing rates of attorneys in the local legal community for similar work and, if this were a commercial matter, these are the charges that would be made and presented to the client. The rates charged by

1 my firm are in line with the prevailing rates of attorneys in the local legal community for similar
2 work and, if this were a commercial matter, these are the charges that would be made and presented
3 to the client. These hourly rates have been approved by Court's throughout California, including
4 the Courts in the Superior Court of California. Finally, the reasonableness of my hourly rates is
5 further confirmed by comparing this rate with the rates of comparable counsel practicing complex
6 and class litigation as detailed in the National Law Journal Billing Survey. See e.g. *Zest IP*
7 *Holdings, LLC v. Implant Direct MFG., LLC*, 2014 U.S. Dist. LEXIS 167563 (S.D. Cal. 2014)
8 (finding that "Mayer Brown's \$775 average billing rate for partners" and "Mayer Brown's \$543
9 average associate billing rate" are reasonable rates when compared within 21 other firms practicing
10 in the Southern District of California.) This survey is useful to show that Class Counsel's rates are
11 in line with the comparable rates of the defense counsel that opposes these types of class claims,
12 such as Mayer Brown. In another example, Sheppard Mullin Richter & Hampton, who is opposing
13 counsel in many cases prosecuted by Class Counsel charges rates as high as \$875 for partners and
14 \$535 for associates. Similarly, Paul Hastings, another opposing counsel in these types of cases,
15 charges between \$900 and \$750 for partners and \$755 and \$335 for associates. Thus, the rates
16 charged by Plaintiff's Counsel for comparable work are less than these examples, and are therefore
17 undoubtedly reasonable.

18 Additional Issues

19 33. **National Change of Address** – The Settlement Administrator is required to perform
20 a National Change of Address search on any check returned by the U.S. Postal Service as non-
21 deliverable, and re-mail the check to the Aggrieved Employee's new address under the Settlement
22 Agreement.

23 34. **Information Received** – In this case, Plaintiff received all of the information needed
24 to evaluate the claims being settled. The following is a summary of the relevant documents
25 received, reviewed and analyzed by Plaintiff in order to evaluate the claims:

- 26 a. Significant sample data showing the employees, their employment dates, their
27 time sheets, hourly rates, and their wages.
- 28 b. Significant sample data concerning recorded meal periods.

- c. Defendant's Employee Handbook for the relevant time period, which outlined the wage and hour policies of Defendant.
- d. Employee file of Plaintiff.
- e. Samples of wage statements provided by Defendant to employees.
- f. Significant sample payroll data.
- g. Hiring and termination forms used by Defendant for employees.

35. **PAGA Penalties Valuation.** PAGA penalty calculations are highly variable. Plaintiff's Counsel is unaware of any PAGA judgment in which substantial PAGA penalties were awarded at the full statutory rate, rather, the PAGA judgments have typically decreased the amount of the per violation penalty to a fraction of the statutory amount. Here, some of the PAGA penalty amounts were likely not awardable at the maximum rate given the defenses presented by Defendant. In addition to the defenses presented by Defendant, as detailed above, there is another basis for concluding that the settlement in this case is reasonable even with PAGA penalties in this amount. Specifically, PAGA penalty claims are routinely settled at a small fraction of the potential penalties. For example, Judge Nelson in *Price v. Uber Technologies*, (Los Angeles Superior Court case no. BC554512), recently approved a PAGA settlement of \$7.75 million for 1.5 million drivers where the maximum PAGA liability was \$151 billion. Thus, the PAGA penalties were settled for 0.005% of the PAGA liability. Notably, this was the largest PAGA settlement in the 15-year history of PAGA. So while PAGA penalty figures may be inflated to significant numbers, realistic settlements of PAGA claims result in a settlement amount of less than 1% of the PAGA liability. Here, the settlement represents more than 9.5% of the maximum PAGA liability.

36. **Scope of the Release.** The release is limited to PAGA penalties actually asserted in the operative complaint and in the notice to the LWDA.

///

37. **Compliance with Labor Code §§2689.** On May 5, 2022, the LWDA has been provided notice of this motion and the PAGA settlement. (See Exhibit 4).

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 5th day of May 2022, at San Diego, California.

By: 
Shani O. Zakay

EXHIBIT 1

1 JEAN-CLAUDE LAPUYADE, Esq. (SBN 248676)

2 EDUARDO GARCIA, Esq. (SBN 290572)

3 **JCL LAW FIRM, APC**

4 5440 MOREHOUSE DRIVE, SUITE 3600

5 SAN DIEGO, CA 92121

6 TEL: 619-599-8292

7 FAX: 619-599-8291

8 JLAPUYADE@JCL-LAWFIRM.COM

9 EGARCIA@JCL-LAWFIRM.COM

10 **ZAKAY LAW GROUP, APLC**

11 SHANI O. ZAKAY (STATE BAR #277924)

12 5440 MOREHOUSE DRIVE, SUITE 3600

13 SAN DIEGO, CA 92121

14 TEL: (619) 255-9047

15 FAX: (858) 404-9203

16 ATTORNEYS FOR PLAINTIFF

17 JOSE-MANUEL A. DE CASTRO, Esq. (SBN 213769)

18 **DE CASTRO LAW GROUP, P.C.**

19 7590 N. GLENOAKS BLVD., SUITE 201

20 LOS ANGELES, CA 91504

21 TEL: (949) 202-3000

22 JMDECASTRO@DECASTROLAWGROUP.COM

23 ATTORNEYS FOR DEFENDANT

24 **SUPERIOR COURT OF CALIFORNIA**

25 **COUNTY OF LOS ANGELES**

26 LUIS A. RENDON, an individual, on behalf
27 of himself and on behalf of all persons
28 similarly situated,

Plaintiff,

vs.

HEALTHCARE INVESTMENTS, INC. (dba
Rosecrans Care Center); a California
Corporation, and DOES 1-50, Inclusive;

Defendants.

Case No. 20TRCV39775

[Action Filed 10/15/2020]

**STIPULATION OF SETTLEMENT OF
PAGA CLAIMS AND RELEASE OF
PAGA CLAIMS**

Judge: Hon. Curtis A. Kin
Dept.: 72

1 This Stipulation of Settlement of PAGA Claims and Release of PAGA Claims is entered into
2 by and between Plaintiff LUIS A. RENDON (hereinafter "Plaintiff"), in his representative capacity
3 on behalf of the State of California and fellow Aggrieved Employees and Defendant HEALTHCARE
4 INVESTMENTS, INC. (dba Rosecrans Care Center), a California Corporation, (hereinafter
5 "Defendant"):

6 **I. DEFINITIONS**

- 7 A. "Action" shall mean the following *Rendon v. Healthcare Investments, Inc.*, Los
8 Angeles Superior Court, Case No. 20TRCV39775, filed October 15, 2020.
- 9 B. "Aggrieved Employees" shall mean all of Defendant's current and former non-
10 exempt employees employed in California during the PAGA Period.
- 11 C. "Agreement" or "Settlement Agreement" means this Stipulation of Settlement of
12 PAGA Action and Release of PAGA Claims.
- 13 D. "Employee Data" means information regarding the Aggrieved Employees that
14 Defendant will in good faith compile from its records and provide to the Settlement
15 Administrator. It shall be formatted in the manner requested by the Settlement
16 Administrator and shall include sufficient information to effectuate this settlement,
17 including but not limited to: each Aggrieved Employee's full name; last known
18 address; Social Security Number; and the number of Pay Periods worked during the
19 PAGA Period or relevant start and end dates of employment.
- 20 E. "Court" means the Superior Court for the State of California, County of Los Angeles
21 presiding over the Action.
- 22 F. "Defendant" shall mean Healthcare Investments Inc., (dba Rosecrans Care Center).
- 23 G. "Effective Date" means the earliest date, following entry by the Court of an order and
24 judgment finally approving this Settlement, upon which one of the following have
25 occurred: (i) if no objection is filed to the settlement and no objector appears at the
26 hearing on final approval, after the date of the Court's entry of the order granting
27 approval of this Settlement, (ii) if an objection is filed to the settlement and/or an
28 objector appears at the approval hearing, then the earlier of the following: (a) the

1 expiration of all potential appeal periods without a filing of a notice of appeal of the
2 final approval order or judgment finally approving this Settlement; (b) final
3 affirmance of the approval order and judgment by an appellate court as a result of any
4 appeal(s), or (c) final dismissal or denial of all such appeals (including any petition
5 for review, rehearing, certiorari, etc.) such that the final approval order and judgment
6 finally approving this Settlement is no longer subject to further judicial review.

7 H. "LWDA" means the California Labor and Workforce Development Agency.

8 I. "Funding Date" shall mean the date Defendant fully funds the Gross Settlement
9 Amount by transferring the final Installment Payment, as defined herein, into the QSF
10 in accord with the terms of this Agreement.

11 J. "Net Settlement Amount" or "NSA" means the amount remaining from the Gross
12 Settlement Amount deducting the Settlement Administration Cost and the Plaintiff
13 Counsels' Fee and Cost Award. The NSA shall be used to satisfy allocated satisfy the
14 PAGA Representative's claims for civil penalties arising under PAGA asserted on
15 behalf of the Aggrieved Employees and the LWDA. Twenty-five percent (25%) of
16 the NSA shall be allocated to the Aggrieved Employees ("Aggrieved Employee
17 Payment") and distributed based on the pro rata number of Pay Periods worked by
18 each Aggrieved Employee during the PAGA Period. Seventy-five percent (75%) of
19 the NSA shall be paid to the LWDA ("LWDA Payment").

20 K. "Notice of PAGA Settlement" means the notice to be provided to the Aggrieved
21 Employees by the Settlement Administrator in the form set forth as Exhibit A to this
22 Agreement.

23 L. "PAGA" means the California Labor Code Private Attorneys General Act of 2004,
24 Labor Code § 2698 *et seq.*

25 M. "PAGA Payment Ratio" means the respective Pay Periods worked during the PAGA
26 Period for each Aggrieved Employee divided by the total of the Pay Periods for all
27 Aggrieved Employees during the PAGA Period.

28 N. "PAGA Period" means the period between April 6, 2019 and December 13, 2021.

- O. "Parties" means Plaintiff and Defendant, collectively, and "Party" shall mean either Plaintiff or Defendant, individually.
- P. "Pay Period" for purposes of calculating the distribution of the Aggrieved Employee Payment, as defined herein, means any biweekly period in which Aggrieved Employees received wages during his/her employment with Defendant during the PAGA Period.
- Q. "Plaintiff" or "PAGA Representative" shall mean LUIS A. RENDON.
- R. "Plaintiff's Counsel" shall mean Jean-Claude Lapuyade, Esq. of JCL Law Firm, APC ("JCL") and Shani O. Zakay, Esq. of ZAKAY LAW GROUP, APLC ("ZLG").
- S. "Plaintiff Counsels' Fee and Cost Award" means the award of attorneys' fees and reimbursement of litigation expenses that the Court authorizes to be paid to Plaintiff's Counsel for the services they have rendered to Plaintiff, the State of California and the Aggrieved Employees consisting of attorneys' fees not to exceed one-third of the Gross Settlement Amount *plus* actually incurred litigation costs up to \$20,000.00 as documented by Plaintiff Counsel's billing records. Plaintiff Counsel's application for the Plaintiff Counsels' Fee and Cost Award is subject to Court approval, and a reduction in attorneys' fees, costs, awarded by the Court is not a basis for Plaintiff to void, rescind, or terminate this Agreement.
- T. "QSF" means the Qualified Settlement Fund established, designated and maintained by the Settlement Administrator to fund the Gross Settlement Amount.
- U. "Released PAGA Claims" mean any and all claims for civil penalties under PAGA, arising during the PAGA Period, based on the facts alleged by Plaintiff in the operative complaint at the time of approval and Plaintiff's notice letter to the LWDA and any resulting claim for attorneys' fees and costs under PAGA, which occurred during the PAGA Period.
- V. "Released Parties" shall mean Defendant, and each of its officers, directors, agents, insurers, employees, members, directors, partners, owners, shareholders, subsidiaries,

1 affiliates, attorneys or representatives and all of their predecessors, successors,
2 assigns, and any individual or entity which could be jointly liable with Defendant.

3 W. "Settlement" means the disposition of the Action pursuant to this Agreement.

4 X. "Settlement Administrator" means ILYM Group Inc., 14771 Plaza Drive, Ste. L,
5 Tustin, CA 92780; Tel: 1-888-250-6810; Fax: 1-888-845-6185. The Settlement
6 Administrator establishes, designates and maintains, as a QSF under Internal Revenue
7 Code section 468B and Treasury Regulation section 1.468B-1, into which the amount
8 of the Gross Settlement Amount is deposited for the purpose of resolving the claims
9 in the Action on behalf of the LWDA and the Aggrieved Employees. The Settlement
10 Administrator shall maintain the funds until distribution in an account(s) segregated
11 from the assets of Defendant and any person related to Defendant. *All accrued*
12 *interest shall be paid and distributed to the Aggrieved Employees as part of their*
13 *respective share of the Aggrieved Employee Payment.*

14 Y. "Settlement Administration Costs" means the amount be paid for the costs of
15 administration of the Settlement from the Gross Settlement Amount not to exceed
16 \$8,000.00.

17 Z. "Gross Settlement Amount" means Two Hundred Eighty-Two Thousand Five
18 Hundred Dollars (\$282,500.00) that Defendant must pay into the QSF in connection
19 with this Settlement, inclusive of the Aggrieved Employee Payment, LWDA
20 Payment, Plaintiff Counsels' Fee and Cost Award and the Settlement Administration
21 Costs.

22 **II. RECITALS**

23 A. On May 1, 2020, Plaintiff filed a Notice of Violations with the Labor and Workforce
24 Development Agency (LWDA) and served the same on Defendant.

25 B. On October 15, 2020, Plaintiff filed the Action against Defendant alleging a single
26 cause of action for violations of PAGA for, *inter alia*, the following:

- 27 1. Failure to provide complaint meal and rest periods;
- 28 2. Failure to pay all minimum, regular and overtime wages;

3. Failure to maintain true and accurate records;
4. Failure to provide accurate itemized wages statements; and
5. Failure to timely pay wages due during, and upon termination of employment.

C. On September 1, 2021, the Parties participated in mediation presided over Hon. Carl J. West (Ret.) a respected jurist and experienced wage and hour PAGA action mediator. The mediation concluded without a settlement, but the Action ultimately settled, with the assistance of Judge West, and after months of negotiations, based on a Mediator's proposal which was memorialized in the form of a Memorandum of Understanding.

D. This Agreement replaces and supersedes the Memorandum of Understanding and any other agreements, understandings, or representations between the Parties. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission by Defendant that the claims in the Action of Plaintiff or the Aggrieved Employees have merit or that Defendant bears any liability to Plaintiff or the Aggrieved Employees on those claims or any other claims, or as an admission by Plaintiffs that Defendant's defenses in the Action have merit.

Based on these Recitals that are a part of this Agreement, the Parties agree as follows:

III. TERMS OF AGREEMENT

A. Settlement Consideration and Settlement Payments by Defendant.

1. Settlement Consideration. In full and complete settlement of the Action, and in exchange for the releases set forth below, Defendant and the Released Parties will pay the Gross Settlement Amount of Two Hundred Eighty-Two Thousand Five Hundred Dollars (\$282,500.00). The Parties agree that this is a non-reversionary Settlement and that no portion of the Gross Settlement Amount shall revert to Defendant. The Gross Settlement Amount is exclusive of and separate from any individual settlement by and between Defendant and Plaintiff intended to resolve Plaintiff's individual claims. Except as provided

1 for in Section III(A)(2) and pursuant to any individual settlement with
2 Plaintiff, Defendant shall not be required to pay more or less than the Gross
3 Settlement Amount.

4 2. Number of Aggrieved Employees and Pay Periods. At the time of mediation,
5 Defendant estimated that there were 500 Aggrieved Employees that
6 collectively worked approximately 7,500 Pay Periods ("Projected Pay
7 Periods") during the PAGA Period. In regard hereto, Defendant will provide
8 a declaration under penalty of perjury confirming the number of Aggrieved
9 Employees and Pay Periods they worked during the PAGA Period at the time
10 Plaintiff files the motion for approval of this Settlement. If, at the time of
11 Defendant's declaration, the actual number of Pay Periods exceeds the
12 Projected Pay Periods by more than 15%, then at the election of Defendant,
13 either (a) the Gross Settlement Amount will increase by the percentage by
14 which the pay Periods exceeds 7,500 by more than 15% or (b) the ending date
15 of the PAGA Period shall be adjusted to a date by which the number of pay
16 period worked by Aggrieved Employees within the PAGA Period does not
17 exceed 7,500 by more than 15%.

18 3. Settlement Payment. Defendant shall pay, via wire transfer, the Gross
19 Settlement Amount to the Settlement Administrator as follows: (1)
20 \$35,000.00 payable within sixty (60) calendar days of the Effective Date
21 ("Initial Payment"), and (2) eighteen (18) equal monthly installments in the
22 amount of Thirteen Thousand Seven Hundred-Fifty Dollars (\$13,750) equal
23 to Two Hundred Forty-Seven Thousand Five Hundred Dollars (\$247,500)
24 paid monthly thereafter, commencing on the first day of the first month
25 following the Initial Payment, and on the first day of every month thereafter
26 until the Gross Settlement Amount is fully funded ("Installment Payments").
27
28

- 1 B. Release by the Aggrieved Employees. As of the Funding Date, in exchange for the
2 consideration set forth in this Agreement, the PAGA Representative, the LWDA and
3 the State of California release the Released Parties from the PAGA Released Claims
4 for the PAGA Period.
- 5 C. Conditions Precedent: This Settlement will become final and effective only upon (1)
6 the Court entering an order approving the Settlement, and (2) Defendant fully funds
7 the Gross Settlement Amount.
- 8 D. Nullification of Settlement Agreement. If this Settlement Agreement is not approved
9 by the Court, fails to become effective, or is reversed, withdrawn, or in any way
10 prevents or prohibits Defendant from obtaining a complete resolution of the Released
11 PAGA Claims, or if Defendant fails to fully fund the Gross Settlement Amount:
- 12 1. This Settlement Agreement shall be void *ab initio* and of no force or effect,
13 and shall not be admissible in any judicial, administrative or arbitral
14 proceeding for any purpose or with respect to any issue, substantive or
15 procedural; and
- 16 2. None of the Parties to this Settlement will be deemed to have waived any
17 claims, objections, defenses or arguments in the Action.
- 18 E. Tax Liability. The Parties make no representations as to the tax treatment or legal
19 effect of the payments called for in this Agreement. The Aggrieved Employees are
20 not relying on any statement or representation by the Parties in this regard. Aggrieved
21 Employees understand and agree that they will be responsible for the payment of any
22 taxes and penalties assessed on their respective share of the Aggrieved Employee
23 Payments and will be solely responsible for any penalties or other obligations resulting
24 from their personal tax reporting of the Aggrieved Employees Payments.
- 25 F. Circular 230 Disclaimer. Each Party to this Agreement (for purposes of this section,
26 the “acknowledging party” and each Party to this Agreement other than the
27 acknowledging party, an “other party”) acknowledges and agrees that: (1) no provision
28 of this Agreement, and no written communication or disclosure between or among the

Parties or their attorneys and other advisers, is or was intended to be, nor shall any such communication or disclosure constitute or be construed or be relied upon as, tax advice within the meaning of United States Treasury Department circular 230 (31 CFR part 10, as amended); (2) the acknowledging party (a) has relied exclusively upon his, her or its own, independent legal and tax counsel for advice (including tax advice) in connection with this Agreement, (b) has not entered into this Agreement based upon the recommendation of any other Party or any attorney or advisor to any other Party, and (c) is not entitled to rely upon any communication or disclosure by any attorney or adviser to any other party to avoid any tax penalty that may be imposed on the acknowledging party, and (3) no attorney or adviser to any other Party has imposed any limitation that protects the confidentiality of any such attorney's or adviser's tax strategies (regardless of whether such limitation is legally binding) upon disclosure by the acknowledging party of the tax treatment or tax structure of any transaction, including any transaction contemplated by this Agreement.

G. Settlement Administrator. The Settlement Administrator shall be responsible for: establishing and administering the QSF; calculating, processing and mailing payments to Plaintiff's Counsel, LWDA and Aggrieved Employees; printing and mailing the Notice of PAGA Settlement to the Aggrieved Employees as directed by the Court; calculating, and distributing tax forms for the Aggrieved Employee Payments; providing declaration(s) as necessary in support of approval of this Settlement; and other tasks as the Parties mutually agree or the Court orders the Settlement Administrator to perform. The Settlement Administrator shall keep the Parties timely apprised of the performance of all Settlement Administrator responsibilities.

H. Employee Data. No later than five (5) calendar days after the Effective Date, Defendant shall provide the Settlement Administrator with the Employee Data. The Settlement Administrator shall maintain the Employee Data as private and confidential except to carry out its duties to administer the Settlement. In no event will this information ever be shared with or provided to Plaintiff or Plaintiff's Counsel

1 unless necessary to ensure Plaintiff's Counsel's ability to fulfill any obligations
2 associated with this Settlement.

3 I. Funding and Allocation of the Gross Settlement Amount. Defendant is required to pay
4 the Gross Settlement Amount in accordance with the schedule provided hereinabove.

5 1. Calculation of Individual Payments to the Aggrieved Employees. Using the
6 Employee Data, the Settlement Administrator shall add up the total number of
7 Pay Periods for all Aggrieved Employees during the PAGA Period. The
8 respective Pay Periods for each Aggrieved Employee will be divided by the
9 total Pay Periods for all Aggrieved Employees, resulting in the "PAGA
10 Payment Ratio" for each Aggrieved Employee. Each Aggrieved Employee's
11 PAGA Payment Ratio will then be multiplied by the Aggrieved Employee
12 Payment to calculate each Aggrieved Employee's estimated share of the
13 Aggrieved Employee Payment.

14 2. Allocation of Individual Aggrieved Employee Payments. For tax purposes,
15 individual Aggrieved Employee Payments shall be allocated and treated 100%
16 as penalties and interest. The individual Aggrieved Employee Payments shall
17 not be subject to wage withholdings and shall be reported on IRS Form 1099s.

18 3. No Credit Toward Benefit Plans. The individual Aggrieved Employee
19 Payments made to the Aggrieved Employees under this Settlement
20 Agreement, as well as any other payments made pursuant to this Settlement
21 Agreement, will not be utilized to calculate any additional benefits under any
22 benefit plans to which any Aggrieved Employee may be eligible, including,
23 but not limited to profit-sharing plans, bonus plans, 401(k) plans, stock
24 purchase plans, vacation plans, sick leave plans, PTO plans, and any other
25 benefit plan. Rather, it is the Parties' intention that this Settlement Agreement
26 will not affect any rights, contributions, or amounts to which any Aggrieved
27 Employee may be entitled under any benefit plans.

- 1 4. Mailing. Individual Aggrieved Employee Payments shall be mailed by
2 regular First-Class U.S. Mail to the Aggrieved Employees' last known mailing
3 address no later than fifteen (15) calendar days after the Funding Date.
- 4 5. Expiration. Any checks issued the Aggrieved Employees shall remain valid
5 and negotiable for one hundred and eighty (180) days from the date of their
6 issuance. If an Aggrieved Employee does not cash his or her settlement check
7 within 90 days, the Settlement Administrator will send a letter to such persons,
8 advising that the check will expire after the 180th day, and invite that
9 Aggrieved Employee to request reissuance in the event the check was
10 destroyed, lost or misplaced. In the event an individual Aggrieved Employee
11 Payment check has not been cashed within one hundred and eighty (180) days,
12 all funds represented by such uncashed checks, plus any interest accrued
13 thereon, shall be transmitted to the Controller of the State of California to be
14 held pursuant to the Unclaimed Property Law, California Civil Code § 1500
15 *et seq.*, in the names and corresponding amounts associated with each
16 Aggrieved Employee whose check(s) are cancelled.
- 17 6. LWDA Payment. The Settlement Administrator shall transmit the LWDA
18 Payment to the LWDA as one lump sum payment, if by check, certified mail
19 return receipt requested to Plaintiff's Counsel, within five (5) calendar days
20 of receiving sufficient funds necessary to pay the same.
- 21 7. Plaintiff Counsels' Fee and Cost Award. Defendant understands a motion by
22 Plaintiff's Counsel for attorneys' fees not to exceed one-third of the Gross
23 Settlement Amount currently estimated to be Ninety-Four Thousand One
24 Hundred Sixty-Six Dollars (\$94,166.66) plus costs and expenses supported by
25 declaration not to exceed Twenty Thousand Dollars (\$20,000.00), from the
26 Goss Settlement Amount will be filed. Any portion of the requested Plaintiff
27 Counsels' Fee and Cost Award that is not awarded to Plaintiff's Counsel shall
28 be part of the Net Settlement Amount and shall be distributed to the LWDA

1 and the Aggrieved Employees as provided in this Agreement. The Settlement
2 Administrator shall distribute and pay the Plaintiff Counsels' Fee and Cost
3 Award to Plaintiff's Counsel from the Gross Settlement Amount no later than
4 five (5) calendar days after receiving sufficient funds necessary to pay the
5 same. Plaintiff's Counsel shall be solely and legally responsible to pay all
6 applicable taxes on the payment made pursuant to this paragraph. The
7 Settlement Administrator shall issue an IRS Form 1099 — MISC to Plaintiff's
8 Counsel for the payments made pursuant to this paragraph. In the event that
9 the Court reduces or does not approve the requested Plaintiff Counsels' Fee
10 and Cost Award, Plaintiff and Plaintiff's Counsel shall not have the right to
11 revoke the Settlement, or to appeal such order, and the Settlement will remain
12 binding.

13 8. Settlement Administration Costs. The Settlement Administrator shall be paid
14 for the costs of administration of the Settlement from the Gross Settlement
15 Amount. The estimate of the Settlement Administration Costs is \$8,000.00.
16 The Settlement Administrator shall be paid the Settlement Administration
17 Costs no later than twenty-five (25) calendar days after receiving sufficient
18 funds necessary to pay the same.

19 J. Approval Motion. Plaintiff's Counsel and Plaintiff shall use best efforts to file with
20 the Court a Motion for Settlement Approval and Entering Judgment Finally
21 Approving Settlement, within sixty (60) days following the execution of this
22 Agreement.

23 K. Notice of Settlement to LWDA. In connection with the Motion for Settlement
24 Approval, Plaintiff's Counsel shall submit this Agreement to the LWDA pursuant to
25 California Labor Code section 2699(1)(2). Plaintiff's Counsel shall within ten (10)
26 days after the entry of the judgment or order approving this Settlement, submit the
27 order approving the Settlement to the LWDA pursuant to California Labor Code
28 section 2699(1)(3).

- 1 N. Review of Motion for Settlement Approval. Plaintiff's Counsel will provide an
2 opportunity for Counsel for Defendant to review the Motion for Settlement Approval,
3 including the Order Granting Approval of the Settlement, and Judgment Finally
4 Approving Settlement before filing with the Court. The Parties and their counsel will
5 cooperate with each other and use their best efforts to affect the Court's approval of
6 the Motion for Approval of the Settlement, and entry of Judgment.
- 7 O. Cooperation. The Parties and their counsel will cooperate with each other and use
8 their best efforts to implement the Settlement.
- 9 P. Interim Stay of Proceedings. The Parties agree to stay all proceedings in the Action,
10 except such proceedings necessary to implement and complete the Settlement.
- 11 Q. Amendment or Modification. This Agreement may be amended or modified only by
12 a written instrument signed by counsel for all Parties or their successors-in-interest.
- 13 R. Entire Agreement. This Agreement and any attached Exhibit constitute the entire
14 Agreement among these Parties, and no oral or written representations, warranties or
15 inducements have been made to any Party concerning this Agreement or its Exhibit
16 other than the representations, warranties and covenants contained and memorialized
17 in this Agreement and its Exhibit.
- 18 S. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant and
19 represent they are expressly authorized by the Parties whom they represent to negotiate
20 this Agreement and to take all appropriate Action required or permitted to be taken by
21 such Parties pursuant to this Agreement to effectuate its terms, and to execute any other
22 documents required to effectuate the terms of this Agreement. The persons signing
23 this Agreement on behalf of Defendant represents and warrants that he/she is
24 authorized to sign this Agreement on behalf of Defendant. Plaintiff represents and
25 warrants that he is authorized to sign this Agreement and that he/she has not assigned
26 any claim, or part of a claim, covered by this Settlement to a third-party.
- 27 T. No Public Comment: The Parties and their counsel agree that they will not issue any
28 press releases, initiate any contact with the press, respond to any press inquiry, or have

any communication with the press about the fact, amount or terms of the Settlement Agreement. Plaintiff's Counsel further agrees not to use the Settlement Agreement or any of its terms for any marketing or promotional purposes. Nothing herein will restrict Plaintiff's Counsel from including publicly available information regarding this settlement in future judicial submissions regarding Plaintiff Counsel's qualifications and experience. Further, Plaintiff Counsel will not include, reference or use the Settlement Agreement for any marketing or promotional purposes, either before or after the Motion for Settlement Approval is filed.

U. Binding on Successors and Assigns. This Agreement shall be binding upon, and inure to the benefit of, the successors or assigns of the Parties, as previously defined.

V. California Law Governs. All terms of this Agreement and the Exhibit and any disputes shall be governed by and interpreted according to the laws of the State of California.

W. Counterparts. This Agreement may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument provided that counsel for the Parties to this Agreement shall exchange among themselves copies or originals of the signed counterparts.

X. This Settlement Is Fair, Adequate and Reasonable. The Parties believe this Settlement is a fair, adequate and reasonable settlement of this Action and have arrived at this Settlement after extensive, non-collusive arms-length negotiations, taking into account all relevant factors, present and potential.

Y. Jurisdiction of the Court. The Parties agree that the Court shall retain jurisdiction with respect to the interpretation, implementation and enforcement of the terms of this Agreement and all orders and judgments entered in connection therewith, and the Parties and their counsel submit to the jurisdiction of the Court for purposes of interpreting, implementing and enforcing the settlement and all orders and judgments entered in connection with this Agreement.

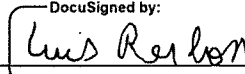
Z. Invalidity of Any Provision. Before declaring any provision of this Agreement invalid, the Court shall first attempt to construe the provisions valid to the fullest extent

possible consistent with applicable precedents so as to define all provisions of this Agreement valid and enforceable.

AA. No Admissions by the Parties. Plaintiff has claimed and continues to claim that the Released PAGA Claims have merit and give rise to liability on the part of Defendant. Defendant claims that the Released PAGA Claims have no merit and do not give rise to liability. This Agreement is a compromise of disputed claims. Nothing contained in this Agreement and no documents referred to and no action taken to carry out this Agreement may be construed or used as an admission by or against the Defendant or Plaintiff or Plaintiff's Counsel as to the merits or lack thereof of the claims asserted. Other than as may be specifically set forth herein, each Party shall be responsible for and shall bear its/his own attorneys' fees and costs.

IT IS SO AGREED, FORM AND CONTENT, BY PLAINTIFF:

DATED: 3/9/2022

DocuSigned by:

 LUIS A. RENDÓN 7A3A34DF6453409...

IT IS SO AGREED, FORM AND CONTENT, BY DEFENDANT:

DATED: _____


 HEALTHCARE INVESTMENTS, INC. (dba
 Rosecrans Care Center)

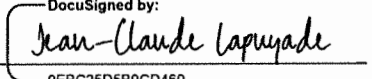

 Printed Name

CFO
 Title

1 IT IS SO AGREED AS TO FORM BY COUNSEL:

2
3 DATED: 3/9/2022

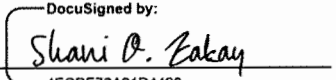
JCL LAW FIRM, A.P.C.

4 By: 
DocuSigned by:
0EBC25D5B9CD469...

5 Attorneys for the Plaintiff and the Aggrieved
6 Employees

7 DATED: 3/9/2022

ZAKAY LAW GROUP, A.P.L.C.

8 By: 
DocuSigned by:
4ECDE73A91D4420...

9 Attorneys for the Plaintiff and the Aggrieved
10 Employees

11
12
13 DATED: _____

DE CASTRO LAW GROUP, P.C.

14 By: 
15 Attorneys for Defendant

EXHIBIT A

[Administrator Notice]

You are receiving this notice and the enclosed payment because of a lawsuit brought by Luis A. Rendon ("Plaintiff") against Healthcare Investments, Inc. (dba Rosecrans Care Center), a California Corporation ("Company"), for civil penalties pursuant to the Private Attorneys General Act, Labor Code § 2698 et seq. ("PAGA"). Plaintiff formerly worked for the Company. Plaintiff claimed that he and other employees of the Company were not provided legally compliant meal and rest periods, not properly paid minimum, regular and overtime wages, not provided with legally compliant wage statements, and not timely paid wages during, and upon termination of employment.

The Company denies these claims and denies that it owes any penalties.

To avoid further time and expense in litigation, the Company and Plaintiff have agreed to settle the case. The settlement resolves the claims asserted in the lawsuit on behalf of all of the Company's current and former non-exempt employees employed in California between April 6, 2019 and December 13, 2021. ("PAGA Employees").

According to Company records, you are a PAGA Employee and are therefore entitled to a share of the settlement. A check for your share is enclosed. This settlement check shall remain valid until [insert date].

This check is issued pursuant to the terms of the PAGA settlement in the case entitled *Luis A. Rendon v. Healthcare Investments, Inc., (dba Rosecrans Care Center), Superior Court State of California, County of Los Angeles, Case No. 20STCV39775*.

This payment is taxable income for federal, state, and local tax purposes and may be reported to the appropriate taxing authorities. You may be required to make additional tax payments. Please consult a tax advisor to determine your individual tax payment and reporting situation. You will be mailed appropriate tax forms in _____. Please notify us of any address changes so that any necessary tax forms can be mailed to your most current address.

If you have any questions about your award, please contact the [insert administrator information].

EXHIBIT 2

Activities Export

05/05/2022

9:39 AM

Date ▾	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
05/04/2022	 Unbilled	Additional work on the MPA	27701-Rendon Luis Rendon v. Healthcare Investments, Inc.	Julieann Alvarado	4.00h	350.00	-	1,400.00
04/28/2022	 Unbilled	work on the MPA.	27701-Rendon Luis Rendon v. Healthcare Investments, Inc.	Shani Zakay	1.50h	550.00	-	825.00
04/21/2022	 Unbilled	Draft Motion for Settlement Approval	27701-Rendon Luis Rendon v. Healthcare Investments, Inc.	Julieann Alvarado	6.00h	350.00	-	2,100.00
03/03/2022	 Unbilled	Emails with OPC and co-counsel regarding the settlement agreement.	27701-Rendon Luis Rendon v. Healthcare Investments, Inc.	Shani Zakay	0.20h	550.00	-	110.00
03/03/2022	 Unbilled	More work on the settlement agreement.	27701-Rendon Luis Rendon v. Healthcare Investments, Inc.	Shani Zakay	0.60h	550.00	-	330.00
02/28/2022	 Unbilled	Review email from OneLegal and forward to staff.	27701-Rendon Luis Rendon v. Healthcare Investments, Inc.	Shani Zakay	0.10h	550.00	-	55.00
02/22/2022	 Unbilled	Drafting Order, circulating to OC, filing, and serving.	27701-Rendon Luis Rendon v. Healthcare Investments, Inc.	Natalia Michele	1.00h	165.00	-	165.00
02/22/2022	 Unbilled	Review, revise and approve stipulation to vacate dates.	27701-Rendon Luis Rendon v. Healthcare Investments, Inc.	Shani Zakay	0.20h	550.00	-	110.00
02/14/2022	 Unbilled	work on the settlement agreement.	27701-Rendon Luis Rendon v. Healthcare Investments, Inc.	Shani Zakay	1.00h	550.00	-	550.00
					84.70h		\$0.00 0.0h	\$41,187.50 84.7h

Activities Export

05/05/2022

9:39 AM

Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
Investments, Inc.								
02/09/2022		Review M and email staff with instructions. ● Unbilled	27701-Rendon Luis Rendon v. Healthcare Investments, Inc.	Shani Zakay	0.10h	550.00	-	55.00
01/21/2022		Emails with co-counsel regarding settlement agreement. ● Unbilled	27701-Rendon Luis Rendon v. Healthcare Investments, Inc.	Shani Zakay	0.10h	550.00	-	55.00
01/11/2022		More work on the MOU. ● Unbilled	27701-Rendon Luis Rendon v. Healthcare Investments, Inc.	Shani Zakay	0.20h	550.00	-	110.00
01/10/2022		Call with the client regarding the MOU ● Unbilled	27701-Rendon Luis Rendon v. Healthcare Investments, Inc.	Shani Zakay	0.10h	550.00	-	55.00
01/09/2022		Emails regarding MOU ● Unbilled	27701-Rendon Luis Rendon v. Healthcare Investments, Inc.	Shani Zakay	0.20h	550.00	-	110.00
01/07/2022		Revise MOU and emails with OPC regarding the same. ● Unbilled	27701-Rendon Luis Rendon v. Healthcare Investments, Inc.	Shani Zakay	0.50h	550.00	-	275.00
12/30/2021		Emails with OPC to set up a call. ● Unbilled	27701-Rendon Luis Rendon v. Healthcare Investments, Inc.	Shani Zakay	0.10h	550.00	-	55.00
12/15/2021		More work on the MOU. ● Unbilled	27701-Rendon Luis Rendon v. Healthcare Investments, Inc.	Shani Zakay	0.60h	550.00	-	330.00
12/10/2021		Emails with the mediator regarding settlement negotiations.	27701-Rendon Luis Rendon v. Healthcare	Shani Zakay	0.20h	550.00	-	110.00
					84.70h		\$0.00	\$41,187.50
							0.0h	84.7h

Activities Export

05/05/2022

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Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
		● Unbilled	Investments, Inc.					
12/02/2021	🕒	Emails regarding settlement negotiations. ● Unbilled	27701-Rendon Luis Rendon v. Healthcare Investments, Inc.	Shani Zakay	0.20h	550.00	-	110.00
11/30/2021	🕒	Emails with Judge West to follow up on settlement negotiations. ● Unbilled	27701-Rendon Luis Rendon v. Healthcare Investments, Inc.	Shani Zakay	0.10h	550.00	-	55.00
11/30/2021	🕒	Call with client to provide an update and follow up with mediator. ● Unbilled	27701-Rendon Luis Rendon v. Healthcare Investments, Inc.	Shani Zakay	0.40h	550.00	-	220.00
11/15/2021	🕒	Emails with the mediator regarding status of negotiations. ● Unbilled	27701-Rendon Luis Rendon v. Healthcare Investments, Inc.	Shani Zakay	0.20h	550.00	-	110.00
10/29/2021	🕒	Emails with the expert and mediator regarding settlement and payment terms. ● Unbilled	27701-Rendon Luis Rendon v. Healthcare Investments, Inc.	Shani Zakay	0.30h	550.00	-	165.00
10/28/2021	🕒	Emails with expert, mediator, and OPC regarding review of financial information. ● Unbilled	27701-Rendon Luis Rendon v. Healthcare Investments, Inc.	Shani Zakay	0.20h	550.00	-	110.00
10/25/2021	🕒	Emails with mediator regarding payment arrangement. ● Unbilled	27701-Rendon Luis Rendon v. Healthcare Investments, Inc.	Shani Zakay	0.10h	550.00	-	55.00
10/14/2021	🕒	20STC139775	27701-Rendon Luis Rendon v. Healthcare Investments, Inc.	Shani Zakay	0.50h	165.00	-	82.50
					84.70h		\$0.00	\$41,187.50
							0.0h	84.7h

Activities Export

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Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
		● Unbilled	Investments, Inc.					
09/29/2021	🕒	Emails with the mediator and with Creal regarding financial condition and ability to pay. ● Unbilled	27701-Rendon Luis Rendon v. Healthcare Investments, Inc.	Shani Zakay	0.40h	550.00	-	220.00
09/20/2021	🕒	Review opinion from Creal. Emails with expert and mediator accordingly. Call with co-counsel regarding the same. ● Unbilled	27701-Rendon Luis Rendon v. Healthcare Investments, Inc.	Shani Zakay	0.70h	550.00	-	385.00
09/19/2021	🕒	Follow up with expert on financial review. ● Unbilled	27701-Rendon Luis Rendon v. Healthcare Investments, Inc.	Shani Zakay	0.20h	550.00	-	110.00
09/01/2021	🕒	Prepare for and attend mediation ● Unbilled	27701-Rendon Luis Rendon v. Healthcare Investments, Inc.	Jackland Hom	6.50h	350.00	-	2,275.00
09/01/2021	🕒	Prepare for and attend mediation. ● Unbilled	27701-Rendon Luis Rendon v. Healthcare Investments, Inc.	Shani Zakay	6.50h	550.00	-	3,575.00
08/25/2021	🕒	Emails with expert regarding updated damage analyses ● Unbilled	27701-Rendon Luis Rendon v. Healthcare Investments, Inc.	Jackland Hom	0.20h	350.00	-	70.00
08/25/2021	🕒	Finalize mediation brief for submission to mediator ● Unbilled	27701-Rendon Luis Rendon v. Healthcare Investments, Inc.	Jackland Hom	1.00h	350.00	-	350.00
08/25/2021	🕒	More work on the mediation brief. ● Unbilled	27701-Rendon Luis Rendon v. Healthcare Investments, Inc.	Shani Zakay	1.00h	550.00	-	550.00
					84.70h		\$0.00	\$41,187.50
							0.0h	84.7h

Activities Export

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Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
Investments, Inc.								
08/25/2021	 Unbilled	Review updated expert report	27701-Rendon Luis Rendon v. Healthcare Investments, Inc.	Ackland Hom	0.40h	350.00	-	140.00
08/25/2021	 Unbilled	Call with Attorney Zakay to discuss expert report and revisions to mediation brief	27701-Rendon Luis Rendon v. Healthcare Investments, Inc.	Ackland Hom	0.30h	350.00	-	105.00
08/23/2021	 Unbilled	Review file and draft updated mediation brief	27701-Rendon Luis Rendon v. Healthcare Investments, Inc.	Ackland Hom	4.50h	350.00	-	1,575.00
08/23/2021	 Unbilled	Review and approve new mediation brief.	27701-Rendon Luis Rendon v. Healthcare Investments, Inc.	Shani Zakay	1.00h	550.00	-	550.00
08/17/2021	 Unbilled	Emails with Attorney Zakay re necessary work required for mediation brief	27701-Rendon Luis Rendon v. Healthcare Investments, Inc.	Ackland Hom	0.20h	350.00	-	70.00
08/17/2021	 Unbilled	Review new data for mediation. Discussion with co-counsel and Attorney Hom regarding the same and regarding necessary work on the mediation brief accordingly.	27701-Rendon Luis Rendon v. Healthcare Investments, Inc.	Shani Zakay	0.60h	550.00	-	330.00
08/15/2021	 Unbilled	Follow up on data for mediation.	27701-Rendon Luis Rendon v. Healthcare Investments, Inc.	Shani Zakay	0.10h	550.00	-	55.00
					84.70h		\$0.00	\$41,187.50
							0.0h	84.7h

Activities Export

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Date ▼	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
08/09/2021	 Unbilled	Emails with OPC and co-counsel regarding data for mediation.	27701-Rendon Luis Rendon v. Healthcare Investments, Inc.	Shani Zakay	0.20h	550.00	-	110.00
06/11/2021	 Unbilled	Review notice of reassignment and update case sheet. Upload to CLIO and inquire about new judicial assignment.	27701-Rendon Luis Rendon v. Healthcare Investments, Inc.	Shani Zakay	0.20h	550.00	-	110.00
03/26/2021	 Unbilled	Review notice of mediation and calendar dates accordingly.	27701-Rendon Luis Rendon v. Healthcare Investments, Inc.	Shani Zakay	0.30h	550.00	-	165.00
03/13/2021	 Unbilled	Review mediation agreement and execute.	27701-Rendon Luis Rendon v. Healthcare Investments, Inc.	Shani Zakay	0.20h	550.00	-	110.00
03/10/2021	 Unbilled	Call with the client regarding status of case. Email to OPC to follow up on mediation.	27701-Rendon Luis Rendon v. Healthcare Investments, Inc.	Shani Zakay	0.20h	550.00	-	110.00
03/01/2021	 Unbilled	Prepare for and attend CMC. Email to staff with dates.	27701-Rendon Luis Rendon v. Healthcare Investments, Inc.	Shani Zakay	0.70h	550.00	-	385.00
02/24/2021	 Unbilled	Draft Plaintiff's first set of Requests for Admission and second set of Special Interrogatories	27701-Rendon Luis Rendon v. Healthcare Investments, Inc.	Blackland Horn	1.00h	350.00	-	350.00
02/19/2021	 Unbilled	Review email from OPC regarding settlement offer and discuss with co-counsel.	27701-Rendon Luis Rendon v. Healthcare Investments, Inc.	Shani Zakay	0.30h	550.00	-	165.00
					84.70h		\$0.00 0.0h	\$41,187.50 84.7h

Activities Export

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Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
		● Unbilled						
02/12/2021	🕒	Review final CMS and upload to CLIO. ● Unbilled	27701-Rendon Luis Rendon v. Healthcare Investments, Inc.	Shani Zakay	0.20h	550.00	-	110.00
01/28/2021	🕒	Follow up call with co-counsel regarding his meet and confer call with OPC. ● Unbilled	27701-Rendon Luis Rendon v. Healthcare Investments, Inc.	Shani Zakay	0.30h	550.00	-	165.00
01/26/2021	🕒	Review meet and confer email from OPC. Telephone conversation with co-counsel accordingly. ● Unbilled	27701-Rendon Luis Rendon v. Healthcare Investments, Inc.	Shani Zakay	0.30h	550.00	-	165.00
01/20/2021	🕒	Review and revise the draft Belaire notice. ● Unbilled	27701-Rendon Luis Rendon v. Healthcare Investments, Inc.	Shani Zakay	0.20h	550.00	-	110.00
01/18/2021	🕒	Review Defendant's responses to the SI. Review and revise meet and confer letter and emails with co-counsel accordingly. ● Unbilled	27701-Rendon Luis Rendon v. Healthcare Investments, Inc.	Shani Zakay	0.90h	550.00	-	495.00
01/12/2021	🕒	Review notice of CMC and calendar relevant dates. Emails with staff accordingly. Upload to CLIO. ● Unbilled	27701-Rendon Luis Rendon v. Healthcare Investments, Inc.	Shani Zakay	0.30h	550.00	-	165.00
01/07/2021	🕒	Emails with co-counsel regarding contact from client and providing	27701-Rendon Luis Rendon v. Healthcare	Shani Zakay	0.10h	550.00	-	55.00
					84.70h		\$0.00 0.0h	\$41,187.50 84.7h

Activities Export

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Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
		an update. ● Unbilled	Investments, Inc.					
12/18/2020	🕒	Review and approve single interrogatory. ● Unbilled	27701-Rendon Luis Rendon v. Healthcare Investments, Inc.	Shani Zakay	0.30h	550.00	-	165.00
12/16/2020	🕒	Review Defendant's answer and review challenge to judge. Discuss with co-counsel and staff and upload to CLIO. ● Unbilled	27701-Rendon Luis Rendon v. Healthcare Investments, Inc.	Shani Zakay	0.80h	550.00	-	440.00
11/21/2020	🕒	Review notice of CMC and upload to CLIO. ● Unbilled	27701-Rendon Luis Rendon v. Healthcare Investments, Inc.	Shani Zakay	0.10h	550.00	-	55.00
11/16/2020	🕒	Review signed AOR and calendar deadline to answer. Upload to CLIO. ● Unbilled	27701-Rendon Luis Rendon v. Healthcare Investments, Inc.	Shani Zakay	0.30h	550.00	-	165.00
11/10/2020	🕒	Review notice of CMC and upload to CLIO. ● Unbilled	27701-Rendon Luis Rendon v. Healthcare Investments, Inc.	Shani Zakay	0.10h	550.00	-	55.00
11/02/2020	🕒	Review invoice from expert and process payment. ● Unbilled	27701-Rendon Luis Rendon v. Healthcare Investments, Inc.	Shani Zakay	0.20h	550.00	-	110.00
10/27/2020	🕒	Telephone call with the client to provide a status update. ● Unbilled	27701-Rendon Luis Rendon v. Healthcare Investments, Inc.	Shani Zakay	0.20h	550.00	-	110.00
					84.70h		\$0.00 0.0h	\$41,187.50 84.7h

Activities Export

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Date ▼	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
10/27/2020		Emails with staff regarding AOR. Review AOR and email to OPC. Calendar deadline to return.  Unbilled	27701-Rendon Luis Rendon v. Healthcare Investments, Inc.	Shani Zakay	0.30h	550.00	-	165.00
10/22/2020		Attend mediation.  Unbilled	27701-Rendon Luis Rendon v. Healthcare Investments, Inc.	Shani Zakay	4.00h	550.00	-	2,200.00
10/21/2020		Pre-mediation call with mediator.  Unbilled	27701-Rendon Luis Rendon v. Healthcare Investments, Inc.	Shani Zakay	0.40h	550.00	-	220.00
10/20/2020		Review revised damage analysis from expert and discuss with co-counsel.  Unbilled	27701-Rendon Luis Rendon v. Healthcare Investments, Inc.	Shani Zakay	0.50h	550.00	-	275.00
10/19/2020		Emails with the mediator and with co-counsel and staff regarding scheduling of pre-mediation call. Calendar accordingly.  Unbilled	27701-Rendon Luis Rendon v. Healthcare Investments, Inc.	Shani Zakay	0.30h	550.00	-	165.00
10/17/2020		Review filed complaint and related documents and upload to CLIO. Update case sheet. Emails with counsel regarding judge assignment.  Unbilled	27701-Rendon Luis Rendon v. Healthcare Investments, Inc.	Shani Zakay	0.40h	550.00	-	220.00
10/15/2020		Draft mediation brief  Unbilled	27701-Rendon Luis Rendon v. Healthcare Investments, Inc.	Shani Zakay	3.50h	550.00	-	1,925.00
10/15/2020		Draft PAGA only complaint and	27701-Rendon	Shani	2.00h	550.00	-	1,100.00

Activities Export

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Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
		discuss filing with staff. ● Unbilled	Luis Rendon v. Healthcare Investments, Inc.	Zakay				
10/14/2020	🕒	Review confidentiality agreement for mediation and execute. Emails with staff accordingly. ● Unbilled	27701-Rendon Luis Rendon v. Healthcare Investments, Inc.	Shani Zakay	0.50h	550.00	-	275.00
10/13/2020	🕒	Review emails from mediator's office and from OPC and staff regarding attending mediation in person and discuss with co-counsel. ● Unbilled	27701-Rendon Luis Rendon v. Healthcare Investments, Inc.	Shani Zakay	0.40h	550.00	-	220.00
10/09/2020	🕒	Review report from expert for mediation. Emails and discussion with co-counsel regarding the same. ● Unbilled	27701-Rendon Luis Rendon v. Healthcare Investments, Inc.	Shani Zakay	1.00h	550.00	-	550.00
10/05/2020	🕒	Telephone conversation with co-counsel regarding necessary data analysis and damage analysis. ● Unbilled	27701-Rendon Luis Rendon v. Healthcare Investments, Inc.	Shani Zakay	0.30h	550.00	-	165.00
10/05/2020	🕒	Review invoice and emails with co-counsel regarding processing payment. ● Unbilled	27701-Rendon Luis Rendon v. Healthcare Investments, Inc.	Shani Zakay	0.20h	550.00	-	110.00
10/04/2020	🕒	Emails with co-counsel regarding expert for mediation. ● Unbilled	27701-Rendon Luis Rendon v. Healthcare Investments, Inc.	Shani Zakay	0.20h	550.00	-	110.00
					84.70h		\$0.00 0.0h	\$41,187.50 84.7h

Activities Export

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Date ▼	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
10/02/2020		Emails with AMS and discussion with co-counsel regarding payment for mediation.  Unbilled	27701-Rendon Luis Rendon v. Healthcare Investments, Inc.	Shani Zakay	0.20h	550.00	-	110.00
10/01/2020		Review more emails between co-counsel and OPC regarding SOL. Discussion with co-counsel regarding the same.  Unbilled	27701-Rendon Luis Rendon v. Healthcare Investments, Inc.	Shani Zakay	0.30h	550.00	-	165.00
10/01/2020		Emails with OPC and co-counsel regarding payroll, wage statements and electronic data and assumptions accordingly in preparation for mediation. Follow up call with co-counsel regarding various issues for mediation.  Unbilled	27701-Rendon Luis Rendon v. Healthcare Investments, Inc.	Shani Zakay	1.00h	550.00	-	550.00
09/28/2020		Call with the client to provide a status update.  Unbilled	27701-Rendon Luis Rendon v. Healthcare Investments, Inc.	Shani Zakay	0.20h	550.00	-	110.00
09/26/2020		Review data produced and handbook for mediation and discuss with co-counsel. Email to OPC to inquire about additional information.  Unbilled	27701-Rendon Luis Rendon v. Healthcare Investments, Inc.	Shani Zakay	1.30h	550.00	-	715.00
09/24/2020		Follow up email to OPC regarding data for mediation.  Unbilled	27701-Rendon Luis Rendon v. Healthcare Investments, Inc.	Shani Zakay	0.10h	550.00	-	55.00
					84.70h		\$0.00 0.0h	\$41,187.50 84.7h

Activities Export

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Date ▾	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
09/15/2020		Review re mediation confirmation letter and calendar dates accordingly.  Unbilled	27701-Rendon Luis Rendon v. Healthcare Investments, Inc.	Shani Zakay	0.30h	550.00	-	165.00
09/14/2020		Emails regarding rescheduling mediation.  Unbilled	27701-Rendon Luis Rendon v. Healthcare Investments, Inc.	Shani Zakay	0.20h	550.00	-	110.00
09/14/2020		More emails with mediator's office regarding re dates. Emails with co-counsel accordingly. Follow up email to OPC.  Unbilled	27701-Rendon Luis Rendon v. Healthcare Investments, Inc.	Shani Zakay	0.20h	550.00	-	110.00
09/14/2020		Emails with OPC regarding mediation and data production. Emails with mediator's office regarding availability to reschedule.  Unbilled	27701-Rendon Luis Rendon v. Healthcare Investments, Inc.	Shani Zakay	0.30h	550.00	-	165.00
09/13/2020		Follow up with OPC on data for mediation.  Unbilled	27701-Rendon Luis Rendon v. Healthcare Investments, Inc.	Shani Zakay	0.20h	550.00	-	110.00
09/02/2020		Emails with mediator's office regarding payment.  Unbilled	27701-Rendon Luis Rendon v. Healthcare Investments, Inc.	Shani Zakay	0.10h	550.00	-	55.00
08/22/2020		Emails with OPC to follow up on information discovery for mediation.  Unbilled	27701-Rendon Luis Rendon v. Healthcare Investments, Inc.	Shani Zakay	0.20h	550.00	-	110.00
					84.70h		\$0.00 0.0h	\$41,187.50 84.7h

Activities Export

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Date ▾	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
08/18/2020		Emails with referring attorney and staff regarding ne contact information for the client and inquiry on update.  Unbilled	27701-Rendon Luis Rendon v. Healthcare Investments, Inc.	Shani Zakay	0.20h	550.00	-	110.00
07/03/2020		Review invoice from AMS and upload to CLIO.  Unbilled	27701-Rendon Luis Rendon v. Healthcare Investments, Inc.	Shani Zakay	0.10h	550.00	-	55.00
07/01/2020		Review signed Tolling Agreement. Execute and send to staff for processing.  Unbilled	27701-Rendon Luis Rendon v. Healthcare Investments, Inc.	Shani Zakay	0.20h	550.00	-	110.00
06/29/2020		Email to OPC regarding tolling agreement.  Unbilled	27701-Rendon Luis Rendon v. Healthcare Investments, Inc.	Shani Zakay	0.20h	550.00	-	110.00
06/27/2020		Update client's contact information. Email staff regarding the same. Email with referring attorney accordingly. Email client per inquiry on status update.  Unbilled	27701-Rendon Luis Rendon v. Healthcare Investments, Inc.	Shani Zakay	0.40h	550.00	-	220.00
06/27/2020		Review SOL issue and email co-counsel regarding the same. Draft tolling agreement and email to co-counsel accordingly.  Unbilled	27701-Rendon Luis Rendon v. Healthcare Investments, Inc.	Shani Zakay	1.00h	550.00	-	550.00
06/23/2020		Review invoice from AMS and upload to CLIO. Make sure deadline to pay is calendared.	27701-Rendon Luis Rendon v. Healthcare Investments, Inc.	Shani Zakay	0.20h	550.00	-	110.00
					84.70h		\$0.00 0.0h	\$41,187.50 84.7h

Activities Export

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Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
		Update expenses in CLIO. ● Unbilled						
06/22/2020	🕒	Review confirmation letter from mediation office. Calendar all relevant dates. Upload to CLIO. ● Unbilled	27701-Rendon Luis Rendon v. Healthcare Investments, Inc.	Shani Zakay	0.50h	550.00	-	275.00
06/09/2020	🕒	Review email from mediator and calendar all relevant dates. Review engagement agreement and execute. Upload all documents to CLIO. ● Unbilled	27701-Rendon Luis Rendon v. Healthcare Investments, Inc.	Shani Zakay	1.00h	550.00	-	550.00
06/09/2020	🕒	Emails with OPC and mediator's office to set a mediation date and reserve it. ● Unbilled	27701-Rendon Luis Rendon v. Healthcare Investments, Inc.	Shani Zakay	0.50h	550.00	-	275.00
06/03/2020	🕒	Emails with co-counsel and OPC regarding available dates for mediation. ● Unbilled	27701-Rendon Luis Rendon v. Healthcare Investments, Inc.	Shani Zakay	0.40h	550.00	-	220.00
06/02/2020	🕒	Emails with OPC regarding mediation, mediators, and necessary data for mediation. Emails and conversation with co-counsel regarding the same. Email to mediator's office to inquire about availability. ● Unbilled	27701-Rendon Luis Rendon v. Healthcare Investments, Inc.	Shani Zakay	0.70h	550.00	-	385.00
05/28/2020	🕒	Review time records and highlight	27701-Rendon	Shani	0.70h	550.00	-	385.00
					84.70h		\$0.00 0.0h	\$41,187.50 84.7h

Activities Export

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9:39 AM

Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
		violations. Discus possible mediators with co-counsel. Email to OPC with time records and mediators. ● Unbilled	Luis Rendon v. Healthcare Investments, Inc.	Zakay				
05/28/2020	🕒	Prepare for and attend call with OPC. ● Unbilled	27701-Rendon Luis Rendon v. Healthcare Investments, Inc.	Shani Zakay	0.50h	550.00	-	275.00
05/28/2020	🕒	Telephone call with co-counsel in preparation for the call with OPC. ● Unbilled	27701-Rendon Luis Rendon v. Healthcare Investments, Inc.	Shani Zakay	0.30h	550.00	-	165.00
05/28/2020	🕒	Review documents in preparation for call with OPC today. ● Unbilled	27701-Rendon Luis Rendon v. Healthcare Investments, Inc.	Shani Zakay	0.50h	550.00	-	275.00
05/27/2020	🕒	Review email from OPC. Discussion with co-counsel. Respond and schedule call to discuss. Review the arbitration agreement and upload to CLIO. ● Unbilled	27701-Rendon Luis Rendon v. Healthcare Investments, Inc.	Shani Zakay	1.00h	550.00	-	550.00
05/01/2020	🕒	Draft PAGA letter. Draft PAGA fee letter. Process filing and service on Defendant. Process payment to LLA DA. ● Unbilled	27701-Rendon Luis Rendon v. Healthcare Investments, Inc.	Shani Zakay	2.00h	550.00	-	1,100.00
05/01/2020	🕒	Draft complaint. ● Unbilled	27701-Rendon Luis Rendon v. Healthcare Investments, Inc.	Shani Zakay	4.00h	550.00	-	2,200.00
					84.70h		\$0.00 0.0h	\$41,187.50 84.7h

Activities Export

05/05/2022
9:39 AM

Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
05/01/2020		Review the file and client documents. Discuss case with co-counsel and referring attorney.	27701-Rendon Luis Rendon v. Healthcare Investments, Inc.	Shani Zakay	2.00h	550.00	-	1,100.00
					84.70h		\$0.00 0.0h	\$41,187.50 84.7h

Activities Export

05/05/2022

9:39 AM

Date ▼	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
05/04/2022	\$	Expert cost. ● Unbilled	27701-Rendon Luis Rendon v. Healthcare Investments, Inc.	Natalia Michele	1.00	125.00	-	125.00
02/22/2022	\$	OneLegal - Stip and Order ● Unbilled	27701-Rendon Luis Rendon v. Healthcare Investments, Inc.	Natalia Michele	1.00	37.27	-	37.27
12/02/2021	\$	Creal & Creal (Expert) ● Unbilled	27701-Rendon Luis Rendon v. Healthcare Investments, Inc.	Shani Zakay	1.00	375.00	-	375.00
10/25/2021	\$	Expert Costs - Creal & Creal ● Unbilled	27701-Rendon Luis Rendon v. Healthcare Investments, Inc.	Shani Zakay	1.00	712.50	-	712.50
10/14/2021	\$	OneLegal Fee - COA ● Unbilled	27701-Rendon Luis Rendon v. Healthcare Investments, Inc.	Shani Zakay	1.00	16.68	-	16.68
09/29/2021	\$	Berger Invoice ● Unbilled	27701-Rendon Luis Rendon v. Healthcare Investments, Inc.	Shani Zakay	1.00	112.50	-	112.50
09/01/2021	\$	Meals for mediation ● Unbilled	27701-Rendon Luis Rendon v. Healthcare Investments, Inc.	Shani Zakay	1.00	81.78	-	81.78
08/11/2021	\$	Mediation Fees ● Unbilled	27701-Rendon Luis Rendon v. Healthcare Investments, Inc.	Shani Zakay	1.00	3,725.00	-	3,725.00
03/08/2021	\$	Invoice - LA Connect - CMC ● Unbilled	27701-Rendon Luis Rendon v. Healthcare Investments, Inc.	Shani Zakay	1.00	15.00	-	15.00
							\$0.00 0.0h	\$7,088.48 0.0h

Activities Export

05/05/2022

9:39 AM

Date ▼	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
11/02/2020	\$	Expert Costs - Damage Analysis ● Unbilled	27701-Rendon Luis Rendon v. Healthcare Investments, Inc.	Shani Zakay	1.00	506.25	-	506.25
10/05/2020	\$	Mediation Fees ● Unbilled	27701-Rendon Luis Rendon v. Healthcare Investments, Inc.	Shani Zakay	1.00	1,287.50	-	1,287.50
05/01/2020	\$	Postage - PAGA Letters ● Unbilled	27701-Rendon Luis Rendon v. Healthcare Investments, Inc.	Shani Zakay	1.00	8.50	-	8.50
05/01/2020	\$	PAGA Filing Fee ● Unbilled	27701-Rendon Luis Rendon v. Healthcare Investments, Inc.	Shani Zakay	1.00	75.00	-	75.00
05/01/2020	\$	Photocopies - PAGA letters ● Unbilled	27701-Rendon Luis Rendon v. Healthcare Investments, Inc.	Shani Zakay	1.00	10.50	-	10.50
							\$0.00 0.0h	\$7,088.48 0.0h

EXHIBIT 3

Zakay Law Group, APC
3990 Old Town Ave. Suite C204
San Diego, California 92110
Telephone: (619) 255-9047
Fax: (858) 404-9203

1. Firm Practice Areas:

Employment Litigation, Employment Class Action, Wage and Hour Class Actions, Civil Litigation, Business Litigation, Corporate/Business General Counsel Advice.

2. Attorney Shani O. Zakay Biography:

• **PRACITCE AREAS**

Employment Litigation, Employment Class Action, Wage and Hour Class Actions, Civil Litigation, Business Litigation, Corporate/Business General Counsel Advice.

• **BAR ADMISSIONS, MEMBERSHIPS & BOARDS**

State of California (all courts)
United States District Court of California (all courts)
United States District Court of Indiana for the Northern District
United States Court of Appeals for the 9th Circuit

• **PROFESSIONAL EXPERIENCE**

ZAKAY LAW GROUP, APLC, San Diego, CA
Founder, April 2018

SILLDORF LAW, LLP, San Diego, CA (now known as Berding & Weil)
Partner, January 2012 – March 2018

• **EDUCATION**

CALIFORNIA WESTERN SCHOOL OF LAW, San Diego, CA

Juris Doctor, *magna cum laude*, April 2011

Honors: Dean's List: Spring 2009, Fall 2009, Spring 2010, Fall 2010, Spring 2011.

Academic Achievement Awards: Advanced Legal Research, Constitutional Law II, Criminal Procedure, Insurance Law & Litigation, Law Office Technologies, Property II, Products Liability, Trusts & Estates.

Activities: Associate Editor, *California Western Law Review*
Legal Skills Honor Instructor for Professor Leslie Culver
Vice President, Jewish Student Union

SAN DIEGO STATE UNIVERSITY, San Diego, CA

Bachelor of Science, Business Administration, Management, *cum laude*, May 2008

Honors: Dean's List: Spring 2007 and Fall 2007

- **COMMUNITY SERVICE**

CALIFORNIA WESTERN SCHOOL OF LAW, San Diego, CA
Spring 2016, 2018
Moot Court Judge

COMMUNITY LAW PROJECT, San Diego, CA
October 2018 – Present
Volunteer Attorney on Employment Matters

3. **Attorney Jackland K. Hom Biography:**

- **PRACTICE AREAS**

Employment Litigation, Employment Class Action, Wage and Hour Class Actions, Civil Litigation.

- **BAR ADMISSIONS, MEMBERSHIPS & BOARDS**

State of California (all courts)
United States District Courts of California (all courts)

- **PROFESSIONAL EXPERIENCE**

ZAKAY LAW GROUP, APLC, San Diego, CA
Associate, January 2021 - present

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP, San Diego, CA
Associate, November 2019 – September 2020

- **EDUCATION**

CALIFORNIA WESTERN SCHOOL OF LAW, San Diego, CA
Juris Doctor, April 2019

Honors: Dean's List: Fall 2017, Spring 2018.

Academic Achievement Awards: Advanced Prosecution Function.

Activities: Senior Editor, *California Western Law Review*
President, Asian Pacific American Law Students Association

UNIVERSITY OF CALIFORNIA, RIVERSIDE, Riverside, CA
Bachelor of Arts: Political Science, English Literature, June 2015
Honors: Dean's List

4. Class Action & Representative Cases:

1. Hubscher v. Bodyspirit, LLC

Court	San Diego
Case No.	37-2016-00021261-CU-OE-CTL
Nature	Independent Contractor Misclassification
Status	Settled

2. Henry v. InMotion Entertainment Group, LLC

Court	San Francisco
Case No.	CGC-18-565643
Nature	Meal/Rest Break claims and overtime and regular rate claims
Status	Settled

3. Moore v. Zirx Transportation

Court	San Francisco
Case No.	CGC-18-566655
Nature	Independent Contractor Misclassification
Status	Settled

4. Pasallo v. GSG Protective Services

Court	San Diego
Case No.	37-2018-00037611-CU-OE-CTL
Nature	Meal/Rest Break claims
Status	Settled

5. Villaroman v. C.C.H.C.

Court	Orange County
Case No.	30-2018-01013128-CU-OE-CXC
Nature	Meal/Rest Break claims
Status	Settled

6. Flores v. Plastic Express

Court	Los Angeles
Case No.	BC719071
Nature	Meal/Rest Break and minimum wage claims
Status	Settled

7. Tressler v. Spoonful Management

Court	Los Angeles
Case No.	BC719405
Nature	Meal/Rest Break claims
Status	Settled

8. Leymaster v. Toms Sierra Company, Inc.

Court	Placer
Case No.	SCV0041735
Nature	Meal/Rest Break claims and overtime and regular rate claims
Status	Settled

9. Murphy v. Rockler Retailer Group, Inc.

Court	Sacramento
Case No.	34-2018-00241374
Nature	Overtime and regular rate claims and wrongful termination
Status	Settled

10. Bruemmer v. Tempur Retail Stores, LLC.

Court	Marin
Case No.	CIV1803646
Nature	Overtime and regular rate claims and wrongful termination
Status	Settled

11. Christina Cummings v. G6 Hospitality, LLC

Court	San Diego
Case No.	37-2018-00056207-CU-OE-CTL 19CV122 GPC LL
Nature	Overtime and Minimum Wage claims and Meal and Rest Breaks
Status	Settled

12. Nicolai Laguatan v. Prevent LSS

Court	San Diego
Case No.	37-2018-00057434-CU-OE-CTL
Nature	Overtime and Minimum Wage claims and Meal and Rest Breaks
Status	Settled

13. Lisa Ramirez v. Carefusion Resources, LLC

Court	San Diego
Case No.	37-2018-00058078-CU-OE-CTL 3:18-CV-02852-BEN-MSB
Nature	Overtime and Meal and Rest Breaks
Status	Settled

14. Charles Ornelas v. C&A Transportation Services

Court	San Diego
Case No.	37-2018-00061289-CU-OE-CTL
Nature	Minimum Wage and Meal/Rest Break claims
Status	Settled

15. Luz Marin v. California Marine Cleaning

Court	San Diego
Case No.	37-2018-00063483-CU-OE-CTL
Nature	Meal Break claims
Status	Settled

16. Christian Van Cleave v. Sunrise Senior Living Management

Court	San Diego
Case No.	37-2018-00061960-CU-OE-CTL 19CV0044BEN NLS
Nature	Regular rate and meal premium miscalculation
Status	Settled

17. Heather McIntyre v. JRR Enterprises

Court	Sacramento
Case No.	34-2019-00251220
Nature	Overtime and Meal and Rest Periods
Status	Settled

18. Lori Phipps v. Soapy Joe's

Court	San Diego
Case No.	37-2019-00017673-CU-OE-CTL
Nature	Tip Polling and Meal and Rest Periods
Status	Settled

19. Heather Broughton v. NFG San Francisco, LLC

Court	San Francisco
Case No.	CGC-19-574657
Nature	Meal and Rest Breaks
Status	Settled

20. Marcos Antonios v. Interface Rehab, LLC

Court	Orange County
Case No.	30-2019-01067547-CU-OE-CXC
Nature	Meal and Rest Breaks and Reporting Time Violations
Status	Settled

21. Tiffany Rodriguez v. Circle K

Court	Riverside
Case No.	RIC 1901407 5:19-cv-00469
Nature	Overtime Wage and Meal/Rest Break claims
Status	Settled

22. Derik Scott et al. v. Ultimate Performance

Court	Los Angeles
Case No.	19STCV22823
Nature	Piece Rate Pay violations
Status	Settled

23. Raymond Frazier v. Asa Carlton

Court	San Diego
Case No.	37-2019-00036147-CU-OE-CTL
Nature	Overtime Wages
Status	Settled

24. John Moreno v. Da Kitchen

Court	San Diego
Case No.	37-2019-00024885-CU-OE-CTL
Nature	Overtime Wage and Meal/Rest Break claims
Status	Settled

25. Penny Lane v. International Aero Clubs, LLC

Court	San Diego
Case No.	37-2019-00021793-CU-OE-CTL
Nature	Meal and Rest Breaks and Regular Rate Miscalculation
Status	Settled

26. Amber Price v. DMSD Restaurants

Court	San Diego
Case No.	37-2019-00024062-CU-OE-CTL
Nature	Meal and Rest Break violations
Status	Settled

27. Jamaal Johnson v. Volt Management Corp

Court	Los Angeles
Case No.	19STCV16466
Nature	On Duty Meal Break violations
Status	Settled

28. Ezzat Menias v. All American Private Security

Court	Orange County
Case No.	30-2019-01085120-CU-OE-CXC
Nature	On Duty Meal Break violations
Status	Settled

29. Mark Connor v. Ascendant Marketing

Court	San Diego
Case No.	37-2019-00026864-CU-OE-CTL
Nature	Minimum Wage violations
Status	Settled

30. Niki Nunez v. Home Depot

Court	San Joaquin
Case No.	STK-CV-406-2019-6656
Nature	Overtime Wages violations
Status	Settled

31. Alma Salazar v. Frontier Toyota

Court	Los Angeles
Case No.	19STCV20382
Nature	Rest Break violations
Status	Settled

32. Josefina Garces v. Kar Auction Services

Court	Los Angeles
Case No.	19STCV28489
Nature	Rest Break violations
Status	Settled

33. Madison Weiss v. Niznik Behavior

Court	San Diego
Case No.	37-2019-00039441-CU-OE-CTL
Nature	Meal and Rest Break violations
Status	Settled

34. Jimmy Mack v. ERM Enterprises

Court	Sacramento
Case No.	2019-00262259
Nature	Meal and Rest Break violations
Status	Settled

35. Josefina Garces v. DriverDo

Court	Los Angeles
Case No.	19STCV32773
Nature	Independent Contractor Misclassification
Status	In Litigation

36. Perseus Porras v. Tantalum Restaurant

Court	Los Angeles
Case No.	19STCV31015
Nature	Unpaid Wages + Missed Meal/Rest Breaks
Status	Settled

37. Dorcena Deutsch v. Scripps

Court	San Diego
Case No.	37-2019-00036333-CU-OE-CTL
Nature	Regular Rate Miscalculation for Nurses
Status	Settled

38. Josalyn O'Quinn v. Laugh Factory

Court	Los Angeles
Case No.	19STCV28155
Nature	Regular Rate Miscalculation, Wage Theft
Status	In Litigation

39. Nicholas Leon v. Miller Event Management

Court	San Luis Obispo
Case No.	19CV-0435
Nature	Meal/Rest Breaks, Reporting Time, 2802
Status	Settled

40. Aaris Watts v. TRL Systems

Court	Orange County
Case No.	30-2019-01102457-CU-OE-CXC
Nature	Meal/Rest Breaks, Reporting Time
Status	In Litigation

41. Faith Smith v. Island Pizza

Court	Contra Costa
Case No.	MSC19-01654
Nature	Meal/Rest Breaks, 226, 2802
Status	Settled

42. Johnathan Roa v. Otay Mesa Sales

Court	San Diego
Case No.	37-2019-00057735-CU-OE-CTL
Nature	Meal/Rest Breaks, 226
Status	In Litigation

43. Sabrina Iyon v. Sinclair Television of California

Court	Humboldt
Case No.	DR190699
Nature	Vaquero
Status	In Litigation

44. Jonathan Mitchell v. Mack Trucking

Court	San Bernardino
Case No.	CIVDS1928334
Nature	Independent Contractor Misclassification
Status	In Litigation

45. Curtis Edwards v. Resolve Group

Court	San Francisco
Case No.	CGC-19-579095
Nature	Meal & Rest Breaks + 2802
Status	In Litigation

46. Elena Kiseleva v. TotalMed Staffing, Inc

Court	Santa Clara
Case No.	19CV354635
Nature	Overtime + Meal and Rest Breaks
Status	Settled

47. Richard Jer Vang v. Bridge Property Management

Court	Alameda
Judge	Winfred Smith
Nature	Off the clock work, regular rate miscalc.
Status	Settled

48. Madison Marrero v. Stat Med

Court	Alameda
Case No.	HG19043214
Nature	Unpaid Overtime + Meal/Rest Breaks
Status	In Litigation

49. Brian Reyes v. Stowasser Buick-GMC

Court	Santa Barbara
Case No.	19CV06183
Nature	Vaquero
Status	Settled

50. Erik Foss v. Anderson Hospitality, Inc.

Court	Shasta
Case No.	195317
OPC	Wood Smith – Andrew Kleiner
Nature	Meal and Rest Breaks, Regular Rate
Status	In Litigation

51. Griselda Duran v. EmployBridge

Court	Kern
Case No.	BCV-20-101583
Nature	Regular Rate, 226
Status	In Litigation

52. Luis Rendon v. Healthcare Investments, Inc.

Court	Los Angeles
Case No.	20STCV39775
Nature	Meal and Rest Breaks
Status	In Litigation

53. Richard Melead v. TVI, Inc.

Court	Orange
Case No.	30-2020-01140887-CU-OE-CXC
Nature	Regular Rate, 226 (Magadia)
Status	In Litigation

54. David Spencer v. Asset Gas, Inc.

Court	San Diego
Case No.	37-2020-00024642-CU-OE-CTL
Nature	Meal and Rest Breaks
Status	Settled

55. Thomas Haven v. California Vocations, Inc.

Court	Butte
Case No.	20CV01514
Nature	Regular Rate + Meal and Rest Breaks
Status	In Litigation

56. Estefania Renteria v. Love's Country

Court	Kern
Case No.	BCV-20-101260
Nature	226
Status	In Litigation

57. Rachel Latin v. OneMain General Services Corp.

Court	Stanislaus
Case No.	CV-20-002498
Nature	Dart + Magadia
Status	In Litigation

58. Kalaina Dula v. 2 Kings Gaming, Inc.

Court	Merced
Case No.	#20CV-02289
Nature	Meal and Rest Breaks
Status	In Litigation

59. Jie Xu v. HT Multinational

Court	San Bernardino
Case No.	CIV-DS2015679
Nature	Exempt Misclassification
Status	In Litigation

60. Yvette Molina v. Hawaiian Airlines

Court	Los Angeles
Case No.	20STCV28079
Nature	Meal and Rest + Magadia
Status	In Litigation

61. Reinald Pillsbury v. T & T Restaurants CA

Court	Del Norte
Case No.	CVUJ-2020-1214
Nature	Meal/Rest Breaks + Regular Rate
Status	Settled

62. Luis de Jesus v. Guardian Angel Home Care

Court	San Diego
Case No.	37-2020-00021049-CU-OE-CTL
Nature	Piece-Rate
Status	In Litigation

63. Charles Sandlin v. Secure Nursing Services, Inc.

Court	Los Angeles
Case No.	20STCV25675
Nature	Regular Rate
Status	Settled

64. Gabriel Mendez v. Bondz, Inc.

Court	San Joaquin
Case No.	STK-CV-UOE-2020-0007486
Nature	Piece-Rate
Status	In Litigation

65. James Conley v. Siskiyou Forest Products

Court	Shasta
Case No.	195819
Nature	Regular Rate and Meal/Rest Breaks + 226
Status	In Litigation

66. Alex Castellanos v. Southwest Patrol

Court	San Diego
Case No.	37-2020-00024905-CU-OE-CTL
Nature	Augutus
Status	In Litigation

67. Damien Hampton v. Pegasus Investors

Court	Sacramento
Case No.	34-2020-00281394-CU-BT-GDS
Nature	Unlawful Housing
Status	In Litigation

68. Tamara Perkins v. FSEI

Court	Sacramento
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Case No.	34-2020-00287054
Nature	Regular Rate
Status	In Litigation

69. Rodney Stovall v. Javelin Logistics Company

Court	Alameda
Case No.	RG20075705
Nature	Meal / Rest Breaks
Status	In Litigation

70. Gabrielle Boyd v. Bluestone Lane Holdings, LLC

Court	San Francisco
Case No.	CGC-20-585787
Nature	Tip Pooling ; Magadia
Status	In Litigation

71. Elias Kaser v. Aviation Consultants, Inc.

Court	Orange County
Case No.	
Nature	Meal / Rest Breaks, Regular Rate
Status	Settled

72. Christopher Chacon v. Panda Motors, Inc.

Court	San Bernardino
Case No.	CIV DS2022220
Nature	Regular Rate
Status	In Litigation

73. Willie Lang v. Pathways

Court	San Diego
Case No.	37-2019-00049969
Nature	Off the Clock
Status	In Litigation

74. Norma Reyes v. Simpson Garden Grove, Inc.

Court	Orange
Case No.	30-2020-0117564-CU-OE-CJC
Nature	Meal / Rest Breaks
Status	Settled

75. Daniel Jacobs v. Rush Media Company

Court	Los Angeles
Case No.	20STCV32350
Nature	Independent Contractor Misclassification
Status	In Litigation

76. Luis Ledesma v. TVJ Sons I, Inc.

Court	Santa Barbara
Case No.	20CV03573
Nature	Vaquero
Status	In Litigation

77. Kevin Cianfarani v. Career Strategies Temporary, Inc. (MPI)

Court	Los Angeles
Case No.	
Nature	Off the clock work
Status	Settled

78. Hector Avitia v. LAZ Parking

Court	San Diego
Case No	37-2020-00030133-CU-OE-CTL
Nature	Magadia + Augustus
Status	In Litigation

79. Sukhraj Kaur v. ACES 2020, LLC

Court	Contra Costa
Case No.	C20-02482
Nature	Meal/Rest Breaks, 2802
Status	In Litigation

80. Boaventura v. Rei Do Gado

Court	Contra Costa
Case No.	37-2020-00032342-CU-OE-CTL
Nature	Meal/Rest Breaks, 2802
Status	In Litigation

81. James Rachal v. ELG Metals, Inc.

Court	Los Angeles
Case No.	20STCV45861
Nature	Meal/Rest Breaks, Regular Rate
Status	In Litigation

82. Evelyn Nwansi v. Princeton Healthcare Center, LLC

Court	Alameda
Case No.	RG20083664
Nature	Meal/Rest Breaks, Unpaid Overtime
Status	In Litigation

83. Michael Ashlock v. Advantis Medical Staffing

Court	San Diego
Case No.	37-2020-00022305-CU-OE-CTL
Nature	Regular Rate
Status	Settled

84. Moe Popal v. Ameriprise Auto & Home Insurance

Court	Riverside
Case No.	RIC2000006
Nature	Exempt/Non-Exempt Misclassification
Status	Settled

85. Mark Williams v. Web to Door

Court	San Francisco
Case No.	
Nature	Meal and Rest Break + Regular Rate
Status	In Litigation

86. Jessica Barackman v. Teaz N Pleaz, Inc.

Court	El Dorado
Case No.	SC20200179
Nature	Meal/Rest Breaks, Seating
Status	In Litigation

87. Nicolas Neutall v. Urban Alchemy

Court	San Francisco
Case No.	CGC-20-588622
Nature	Meal/Rest Breaks, Unpaid Overtime
Status	In Litigation

EXHIBIT 4