

D.LAW, INC.
David Keledjian (SBN 309135)
d.keledjian@d.law
Enoch J. Kim (SBN 261146)
e.kim@d.law
David Arakelyan (SBN 337076)
d.arakelyan@d.law
Marta Manus (SBN 260132)
m.manus@d.law
250 N Madison Ave, 2nd Floor
Pasadena, CA 91101
Telephone: (818) 962-6465
Facsimile: (818) 962-6469

Attorneys for Plaintiff JOSEPH LUIS MARTIN,
on behalf of himself and all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN MATEO

JOSEPH LUIS MARTIN, on behalf of
himself and all others similarly situated, and
the general public,

Plaintiff,

vs.

SILVER STRAND, INC., a California
corporation; WORKYARD, INC., a
Delaware corporation; WORKYARD
HOLDINGS, INC., a Delaware corporation;
and DOES 1 through 50, inclusive,

Defendants.

Case No. 23-CIV-04473

Assigned for All Purposes To:

Hon. Nicole S. Healy
Dept.: 28

**DECLARATION OF ENOCH J. KIM IN
SUPPORT OF PLAINTIFF'S MOTION FOR
APPROVAL OF PAGA SETTLEMENT**

*[filed concurrently with Plaintiff's Notice of
Motion and Motion; Declaration of Kevin Lee;
and [Proposed] Order]*

Date: April 22, 2026
Time: 2:00 p.m.
Dept.: 28

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1 5. After initiating the Action, the Parties met and conferred regarding the allegations in the
2 Class Action Complaint and PAGA Notice and the enforceability of an arbitration agreement
3 signed by Plaintiff. After much consideration, the Parties agreed to try and resolve the matter
4 through mediation.

5 6. Prior to mediation, Plaintiff obtained, through informal discovery, the production of
6 relevant policy, timekeeping, and related documents along with numbers of aggrieved employees
7 and other data to provide the Parties' counsel with sufficient information on their claims and
8 defenses to discuss potential penalty exposure and good faith bases for reduction. In other words,
9 negotiations were at arms' length and facilitated by a respected third-party neutral mediator.

10 **SETTLEMENT NEGOTIATIONS AND TERMS**

11 7. On July 10, 2024, the Parties participated in an all-day mediation presided over by the
12 Honorable Ronald M. Sabraw (Ret.), which led to this agreement to settle the Action.

13 8. The Parties believe and agree that the Settlement provides for a fair, adequate, and
14 reasonable resolution of the Action and have arrived at the Settlement after extensive, arm's length
15 negotiations, considering all relevant factors, present and potential. PAGA Counsel believes that
16 the Settlement confers real benefits upon Plaintiff and the Aggrieved Employees and that an
17 independent review of the Settlement by the Court in the approval process will confirm this
18 conclusion.

19 9. For purposes of the Settlement, Aggrieved Employees are defined as: "all current and
20 former non-exempt employees of Defendant in California who worked during the PAGA Period,"
21 which is "the period from September 20, 2022, through July 10, 2024." (Exh. 1, ¶¶ 1.4 and 1.19.)
22 Based on its records, Defendant estimates that there are approximately 110 Aggrieved Employees
23 who worked a total of 7,402 pay periods during the PAGA Period, as of the date of the mediation.
24 (Exh. 1, ¶¶ 4.1. and 8.)

25 10. The Settlement Agreement requires Defendant to pay a maximum, non-revisionary
26 settlement amount of \$392,500.00 in full and final settlement of all claims alleged in the Action
27 (the "Gross Settlement Amount"). The Gross Settlement Amount will be allocated as follows,
28 pending Court approval:

- 1 a) Attorneys' fees in the amount not to exceed 1/3 (One-Third) of the Gross
2 Settlement Amount, which is currently estimated to be \$130,833.33 ("PAGA
3 Counsel Fees Payment"), and litigation costs of \$13,077.46 ("PAGA Counsel
4 Litigation Expenses Payment"); (Exh. 1, ¶ 3.2.1.)
- 5 b) Administration costs of no more than \$3,500.00 to be paid to the Administrator
6 ("Administrator Expenses Payment"), Phoenix Settlement Administrators
7 ("Phoenix" or "Administrator"), for sending notices and for calculating
8 settlement shares and preparing all checks and mailings; (Exh. 1, ¶ 3.2.2.) and
- 9 c) The remainder of the Gross Settlement Amount (the "Net Settlement Amount")
10 after deducting the above costs is approximately \$245,089.21 and shall be
11 designated as PAGA Penalties Payment to be allocated between the LWDA and
12 the Aggrieved Employees pursuant to Labor Code section 2699(i), with 75%
13 (\$183,816.91) being paid to the LWDA (the "LWDA PAGA Payment") and
14 25% (\$61,272.30) being paid to the Aggrieved Employees on a pro-rata basis
15 ("Individual PAGA Payment"). (Exh. 1, ¶ 3.2.3.)

16 11. From PAGA Counsel's review of the facts, strengths, and weaknesses of the case, the
17 risks and delays posed by further litigation, and PAGA Counsel's own prior litigation experience,
18 PAGA Counsel believes that the recovery for each Aggrieved Employee is fair and reasonable
19 taking into consideration the amounts received in other PAGA actions, the risks inherent in
20 litigation of this genre, and the reasonable tailoring of each Aggrieved Employee's claim to the
21 settlement award he or she will receive. Further, and based on the settlement negotiations, which
22 were extensive and conducted in good faith and at arm's length between attorneys with substantial
23 experience litigating PAGA actions, the Settlement was the product of a non-collusive settlement
24 process in which the parties were forced to make significant compromises in the interest of reaching
25 a full and complete settlement of the lawsuit.

26 **THE STRENGTH OF PLAINTIFF'S CASE**

27 **IN LIGHT OF THE SETTLEMENT AMOUNT**

28 12. Plaintiff alleges that Defendant violated various provisions of California law and seeks

1 civil penalties for the foregoing violations pursuant to Labor Code § 2699 *et seq.* Under Labor Code
2 § 2699, specifically, Plaintiff alleged that Defendant:

- 3 • Failed to pay the Plaintiff and Aggrieved Employees minimum wages and overtime, by
4 rounding down and reducing the actual working hours recorded by Plaintiff and
5 Aggrieved Employees, and for having Plaintiff and Aggrieved employees to perform
6 “off-the-clock” work during unpaid meal periods. Plaintiff and Aggrieved Employees
7 were also not paid for overtime wages at the proper and applicable regular rates of pay.
- 8 • Failed to provide the Aggrieved Employees with compliant duty-free meal periods, and
9 failed to pay premium wages in lieu thereof.
- 10 • Failed to provide the Aggrieved Employees with compliant duty-free rest periods as
11 they frequently received interrupted, shortened, or no rest periods, and failed to pay
12 premium wages in lieu thereof.
- 13 • Failed to reimburse the Aggrieved Employees for business expenses, including the costs
14 that Plaintiff and Aggrieved Employees incurred for being required to use their personal
15 cellular phones to clock in and out of work as well as communicate on the job site, and
16 for cleaning and maintaining their uniform.
- 17 • Failed to provide accurate wage statements, including the failure to include all hours
18 worked by the Aggrieved Employees, and failed to timely pay all final wages.

19 13. Defendant denied and continues to deny all of the claims made by Plaintiff in this Action
20 and contend that they acted at all relevant times in conformance with the law. Defendant contends
21 that Plaintiff and the Aggrieved Employees were paid for all hours worked and that Defendant
22 prohibited Plaintiff and the Aggrieved Employees from working beyond their scheduled shifts; that
23 Defendant provided lawfully compliant meal and rest periods (and in fact provided longer breaks
24 than required by law) and that any deviations were at the voluntary election of Plaintiff and/or the
25 Aggrieved Employees and not at the request of Defendant or due to work requirements; that
26 Defendant paid all wages due on a timely basis; that Defendant paid all wages due on a timely basis
27 and using Labor Code compliant instruments; that Defendant’s wage statements complied with the
28 law; and that neither Plaintiff nor any Aggrieved Employees incurred reasonable business related

1 expenses for which they were not reimbursed. Defendant further contends that the above defenses
2 are supported by their written policies applicable to Plaintiff and Aggrieved Employees. As a result,
3 PAGA Counsel had to appropriately discount the amount recoverable from Defendant in a
4 settlement.

5 **PAGA Penalties**

6 14. The Private Attorneys General Act, Labor Code § 2699 *et seq.*, allows Plaintiff to obtain
7 civil penalties on behalf of themselves and other aggrieved employees for Defendant's violation of
8 any provision of the Labor Code enumerated under Labor Code § 2699.5. Where civil penalties are
9 provided in the statute, those civil penalties are recoverable; where no civil penalties are
10 recoverable, Labor Code § 2699(f) establishes civil penalties of one hundred dollars (\$100) for each
11 aggrieved employee per pay period for the initial violation and two hundred dollars (\$200) for each
12 aggrieved employee per pay period for each subsequent violation. Pursuant to Labor Code §
13 2699(i), seventy-five (75) percent of the penalties recovered must be allocated to the LWDA, with
14 the remaining twenty-five (25) percent allocated to the affected employees. However, under *Amaral*
15 *v. Cintas*, 163 Cal. App. 4th 1157, 1207-09 (2008) the Court held that a lower penalty amount of
16 \$100 per violation applies in the absence of a determination that a violation actually occurred.

17 15. Plaintiff estimated that the maximum potential exposure on the PAGA claim is
18 \$740,200.00, calculated by multiplying the total number of PAGA pay periods (7,402) by \$100 per
19 violation. Plaintiff's calculation of the total potential exposure on the PAGA claim was based on
20 one PAGA penalty per pay period (i.e., Plaintiff did not stack the PAGA penalties in his damages
21 calculation).

22 16. Case law supports the notion that it is inappropriate to "stack" penalties for multiple
23 violations, particularly when those violations all stem from the same alleged "injury" *Aguirre v.*
24 *Genesis Logistics*, 2015 U.S. Dist. LEXIS 78748 (citing *Villacres v. ABM Indus., Inc.*, 189
25 Cal.App.4th 562, 577 (2010)). ("One injury gives rise to only one claim for relief...The violation
26 of one primary right constitutes a single cause of action."; *Crowley v. Katleman*, 8 Cal. 4th 666,
27 681-82) (1994); *Li v. A Perfect Day Franchise, Inc.*, 2012 WL 2236752, *17 (N.D. Cal.2012)
28 ("There is no authority that "would permit double recovery of essentially the same penalties.")

17. PAGA penalties are not mandatory but permissive. Labor Code § 2699(e)(2) states that “a court may award a lesser amount than the maximum civil penalty amount specified by this part if, based on the facts and circumstances of the particular case, to do otherwise would result in an award that is unjust, arbitrary and oppressive, or confiscatory.” (See *Thurman v. Bayshore* (2012) 203 Cal. App. 4th 1112 (substantially reducing PAGA penalties by 30% under this provision) (emphasis added); see also *Carrington v. Starbucks Corp.*, 30 Cal. App. 5th 504, 529 (2018) (affirming penalty reduction of 90% for practice that resulted in meal periods occasionally starting minutes after the fifth hour of work); *Sanchez v. McDonald’s Corp.* (2017), LASC Case No. No. BC 499888 (98% reduction from \$41 million to \$775,000); *Ghrdilyan v. RJ Financial* (2012), LASC Case No. BC430633 (94% reduction from \$5.4 million to \$325,000); *Fleming v. Covidien, Inc.* (2011), USDC Case No. ED CV 10-01487-RGK (OPx) (87% reduction from \$2.8 million to \$375,000).). In departing from the \$100/pay period calculation to arrive at the \$392,500.00 Gross Settlement Amount in this case, Plaintiff considered what the realistic potential exposure could be and why the Court may reduce any eventual recovery at its discretion, including Defendant’s defenses to the claims and the potential manageability issues with PAGA claims at trial. Based on those considerations, Plaintiff applied a discount of 40% to the maximum potential exposure (which equates to \$60 penalty per pay period) to get a realistic potential exposure of \$444,120.00 (7,402 pay periods x \$60 penalty per pay period).

18. The Gross Settlement Amount of \$392,500.00 is 88.3% of the realistic potential exposure of \$444,120.00. PAGA Counsel submits that this is an excellent result for the State and Aggrieved Employees in light of the strengths and weaknesses of the case and the risks and delays posed by further litigation.

REQUEST FOR ATTORNEYS’ FEES AND COSTS

19. Pursuant to the Settlement Agreement, PAGA Counsel is requesting an award of attorneys’ fees in the amount of **\$130,833.33** and an award of litigation costs to PAGA Counsel of **\$13,077.46**, which is lower than the requested \$15,000.00 “not-to-exceed” amount in the Settlement. PAGA Counsel’s litigation expenses include \$120.06 in future litigation costs for the filing of the Motion for Approval of PAGA Settlement, the Administrator’s Declaration regarding

1 Final Distribution, and the Notice of Entry of Final Order and Judgment. D.Law, Inc.'s cost log for
2 this matter is attached hereto as **Exhibit 3**.

3 20. This request is fair, reasonable, and adequate to compensate PAGA Counsel for the
4 substantial work they have put into this case and, moreover, the risk they assumed by taking it in
5 the first place. The attorneys' fees award is intended to reimburse PAGA Counsel for all
6 uncompensated work that they have already done and for all the work they will continue to do in
7 carrying out and overseeing the notification to the Aggrieved Employees, communicating with
8 Aggrieved Employees regarding their claims, and assisting in the administration of the Settlement
9 if it is approved.

10 21. Throughout this case, PAGA Counsel have borne, and continue to bear, the entire risk
11 and cost of litigation associated with this Action on a purely contingency basis. As a result, PAGA
12 Counsel have yet to receive any compensation for the amount of time and money invested in the
13 case to date.

14 22. Contingent-fee cases present the very real risk of working hundreds if not thousands of
15 hours that may never be entirely compensated. Moreover, while the case is being litigated, counsel
16 must pay overhead (salaries, rent, etc.), provide for their own expenses, and in most cases pay the
17 out-of-pocket expenses incurred on the plaintiff's behalf. And the prospect of a court-awarded fee
18 does not greatly reduce the risk posed by these cases. In many cases, the prospect is nothing more
19 than a potential that never materializes. First, you must win the case to get a court-awarded fee;
20 even those cases that seem strongest at the onset can be lost and sometimes are lost. Second, there
21 are always the pitfalls and unforeseen obstacles that arise along the way, such as settlement offers
22 that the client may accept without ensuring that we receive a reasonable fee or changes in the law
23 that substantially affect the merits of the case, or other uncertainties involving the client. Finally,
24 there is the great risk inherent in advancing tens if not hundreds of thousands of dollars in out-of-
25 pocket expenses. If that money were to be invested in some sort of financial investment, one would
26 expect a reasonable rate of return on that investment. Here, however, the best we can hope to
27 recover is our money, and then only if we are substantially successful; if we are not, all or part of
28 this "investment" can be lost.

1 23. PAGA Counsel is well acquainted with the contingent-fee market throughout California,
2 particularly as it pertains to PAGA and class action litigation. PAGA Counsel has negotiated
3 numerous contingency-fee agreements with plaintiffs, both as individuals and as representatives in
4 class-action and PAGA suits. Many of those agreements required that counsel receive a fee under
5 certain scenarios that exceeds one-third of the recovery. PAGA Counsel's recent attorneys' fees
6 awards in similar wage-and-hour class and PAGA actions have been 35% of the recovery.

7 24. PAGA counsel in contingency-fee cases have received attorneys' fees up to 40% of the
8 gross settlement amount. See *Crandall v. U-Haul* (Los Angeles County Super. Ct., Case No.
9 BC178775), the Honorable Steven Czuleger awarded a 40% attorney fee request in an overtime-
10 exemption class action; in *Bushnell v. Cremar, Inc.* (Orange County Super. Ct., Case No. 657778),
11 the Honorable Donald E. Smallwood awarded attorneys' fees in the amount of 38%; in *Abzug v.*
12 *Kerkorian CA000981* (Los Angeles County Super. Ct., November 1990), the Honorable R. William
13 Schoettler awarded a 45% fee; in *Haitz v. Meyer, et al.*, Alameda County Super. Court, 8-20-1990
14 No. 572968-3, the court awarded a 40% fee; in *Elliott v. Clothestime* (Orange County Super. Ct.,
15 Case No. 01-CC00333) the Honorable Jonathan Cannon awarded a 40% fee in a wage-and-hour
16 class action which had not yet proceeded to the class certification stage; in both *Rippee v. Boston*
17 *Market Corporation*, Case No.: 05 CV 1359 BTM (JMA) and *Barile v. Boston Market Corporation*,
18 Case No.: 05 CV 1360 BTM (JMA), the Honorable Judge Barry T. Moskowitz awarded a 40% fee
19 to plaintiffs' counsel in wage-and-hour class actions that had not proceeded to the class-certification
20 stage.

21 25. Moreover, PAGA Counsel spent substantial time on this matter. Aside from drafting the
22 initial complaint, PAGA Counsel conducted informal discovery, reviewed and analyzed relevant
23 policies and other documentation, researched the applicable law and potential defenses, reviewed
24 information provided by Defendant at the mediation, engaged in meet and confer efforts with
25 Defendant, drafted and revised the settlement agreement, and drafted this Motion. PAGA Counsel
26 conservatively estimates that it invested at least 112.9 hours of attorney time in this matter. As a
27 Senior Attorney, my current billing rate is \$1,045 (18 years out of law school, Laffey Matrix rate
28 of \$948.00), and I spent approximately 28.5 hours in this matter with a lodestar amount of

1 \$29,782.50. Associate Attorney David Arakelyan's current billing rate is \$585.00 (6 years out of
2 law school, Laffey Matrix rate of \$581.00), and he spent approximately 45.8 hours in this matter
3 with a lodestar amount of \$26,793.00. Associate Attorney Kevin Burns' billing rate is \$475.00 (3
4 years out of law school, Laffey Matrix rate of \$508.00), and he spent approximately 2.6 hours in
5 this matter with a lodestar amount of \$1,235.00. Associate Attorney Norayr Zakaryan's current
6 billing rate is \$475.00 (2 years out of law school, Laffey Matrix rate of \$473.00), and he spent
7 approximately 30.9 hours in this matter with a lodestar amount of \$14,677.50. Associate Attorney
8 Marta Manus' billing rate is \$950.00 (18 years out of law school, Laffey Matrix rate of \$948.00),
9 and she spent approximately 5.1 hours in this matter with a lodestar amount of \$4,845.00. D.Law's
10 litigation paralegal support team spent a total of approximately 6.3 hours in this matter, with an
11 additional \$1,747.50 incurred for paralegal support. Thus, the total lodestar for D.Law is
12 \$79,080.50 (\$77,333.00 for attorneys and \$1,747.50 for paralegal support). D.Law's Time Records
13 are attached hereto as **Exhibit 4**. PAGA Counsel requests a fee of \$130,833.33, which requires a
14 modest multiplier of 1.6.

15 26. In light of the foregoing, the fee request in an amount equal to one-third of the settlement
16 in this case is well within the bounds that have been established by the above-cited authority.

17 **EXPERIENCE AND VIEWS OF COUNSEL**

18 27. D.Law (formerly known as Davtyan Law Firm) prosecutes wage and hour cases,
19 including class actions and PAGA actions on behalf of employees and others who have had their
20 rights violated. D.Law, either on its own or with co-counsel, is currently serving as plaintiffs'
21 counsel of record in numerous wage and hour and employment class action and PAGA action cases
22 pending in both state and federal court.

23 28. D.Law is well-qualified and has ample experience, knowledge, and resources to act as
24 counsel and represent Plaintiff and the Aggrieved Employees in this action. Our practice is
25 exclusively focused on employment matters and representing plaintiffs in wage and hour actions
26 with the same or similar causes of actions brought forth in the matter pending before this Court.

27 29. D.Law has litigated and successfully resolved many wage and hour class action cases
28 involving failure to pay wages and derivative Labor Code claims and penalties. *See e.g. De La Rosa*

1 v. *The Coca Cola Company et al.* (Superior Court of California in Napa, 17CV000787), *Harvey v.*
2 *Bed Bath & Beyond of California Limited Liability Company* (Superior Court of California in
3 Alameda, RG17885153), *Paredes v. Bottling Group LLC et. al.* (Superior Court of California in
4 Kern), *Ramirez v. Harris Ranch Beef Company* (Superior Court of California in Fresno,
5 16CECG04103), *Gates v. Gate Gourmet, Inc. et. al.* (Southern District of California, 16-cv-01084-
6 L-AGS), *Hargrave v. Antelope Valley Hospital* (Superior Court of California in Los Angeles,
7 BC663252), *Ramirez v. Milton Roy et. al.* (Superior Court of California in Los Angeles, BC 632
8 276), *Hawkins v. AvalonBay Communities* (Superior Court of California in Santa Clara,
9 17CV316492), *Jones Tharpe et al. v. Sprint Corporation et al.* (Superior Court of California in Los
10 Angeles, BC644645), *Ortega et al. v. Nestle Waters North America, Inc. et al.* (Superior Court of
11 California in Los Angeles, BC623610), *Schultz v. Jimbo's Natural Family, Inc.* (Superior Court of
12 California in San Diego, 37-2017-00022348-CUE-OE-CTL), *Ambrose v. Victor Valley Global et*
13 *al.* (Superior Court of California in San Bernardino, CIVDS1709289), *Puerta-Gildardo v. Real*
14 *Time Staffing Services LLC et. al.* (Superior Court of California in Los Angeles, BC565445), *Vargo*
15 *v. Pregis Innovative Packaging LLC* (Superior Court of California in Tulare, 270836), *Conlin v.*
16 *Aegis Senior Communities LLC* (Northern District of California, 17-cv-05534-LHK), *Galarza v.*
17 *Kloeckner Metals Corporation* (Central District of California, 2:17-cv-04910-FMO), *Estes v. L3*
18 *Technologies, Inc. et al.* (Southern District of California, 3:17-cv-02356-H-JMA), *Rowser v. Trunk*
19 *Club, Inc.* (Central District of California, 2:17-cv-05064-DSF-RAO), *Leach v. The Claremont*
20 *Colleges, Inc.* (Superior Court of California in Los Angeles, BC686451), *Vaesau v. PCT*
21 *Enterprises, Inc. dba Precision Cabinets* (Superior Court of California, County of Contra Costa
22 MSC18-02404), *Terry v. TF Louderback, Inc. dba Bay Area Beverage Company* (Superior Court
23 of the State of California, County of Contra Costa, MSC18-00859), *Roach v. Westcare California,*
24 *Inc.* (Superior Court of California in Kern County, BCV-17-102367-SDS), *Patton v. Church &*
25 *Dwight Co., Inc.* (Central District of California, EDCV 18-903-MWF (KKx)), *Juarez v. ISL*
26 *Employees, Inc.* (Superior Court of California in Madera, MCV074787), *Ferraro v. USC Verdugo*
27 *Hill s Hospital, et al.* (Superior Court of California in Los Angeles, 18STCV09463), *Ford v.*
28 *Account Control Technology, Inc., et al.* (Superior Court of California in Los Angeles,

1 19STCV09369), *Ornelas v. iStorage, et al.* (Superior Court of California in San Francisco, CGC-
2 18-571421), *Martinez v. Ronpak, Inc.* (Superior Court of California in Riverside, RIC1901307),
3 *Barrera et al. v. Exclusive Wireless, Inc.* (Superior Court of California in Stanislaus, 9000687),
4 *Barajas v. Mancha Development Company LLC* (Superior Court of California in Orange County,
5 30-2018-00974707-CU-OE-CXC), *Prado v. IMAX Corporation dba IMAC Worldwide Home*
6 (Superior Court of California in San Bernardino, CIVDS1820265), *Rodriguez v. ND Industries,*
7 *Inc.* (Superior Court of California in Los Angeles, 19STCV38096), *Singletary v. Motel 6 Operating*
8 *LP, et al.* (Southern District of California, 3:20-cv-0270-LAB-AHG), *Quizon v. CF Watsonville*
9 *East, LLC, et al.* (Superior Court of California in Santa Cruz, 20CV01868), *Stephenson v.*
10 *Bakersfield Dodge, Inc.* (Superior Court of California in Kern, BCV-20-102693), *Bacerra v. Hugo*
11 *Boss Retail, Inc.* (Superior Court of California in San Diego, 37-2021-00002933-CU-OE-CTL),
12 *Walker v. Ariat International, Inc.* (Superior Court of California in Alameda, HG19026439), *Orr*
13 *v. Petvet Care Centers (California) Inc.* (Superior Court of California in Santa Clara,
14 19CV354063), *Jimenez v. OEC Distribution Services, Inc.* (Superior Court of California in San
15 Bernardino, CIVDS1915743), *Viridi v. Absolute Security International* (Superior Court of
16 California in San Bernardino, CIVDS 1909589), *Raj v. First Transit, Inc.* (Superior Court of
17 California in Sacramento, 34-2021-00295895-CU-OE-GDS), *Marchbanks v. Torrid*
18 *Administration, Inc.* (Superior Court of California in San Diego, 37-2020-00008179-CU-OE-NC),
19 among others.

20 30. I am Senior Counsel at D.Law where I manage the class action and PAGA settlement
21 department. I was admitted to the California Bar in December 2008. I received my J.D. from
22 Pepperdine University School of Law and B.S. from University of Southern California. Since
23 graduating from law school, I have dedicated virtually my entire career on the practice of
24 employment law. I have practiced employment law from the plaintiff's side, defense side, and from
25 an in-house position. I have significant experience specifically working on wage and hour class
26 actions from the plaintiff's side as well as the defense side, with the majority of my experience
27 coming from the plaintiff's side.

28 31. The collective experience of the D.Law attorneys in litigating employment wage and

1 hour matters has been integral in identifying legal issues, evaluating the strengths and weaknesses
2 of a case, and generally negotiating fair and reasonable class and representative action settlements.
3 This experience is helpful in assessing the reasonableness of settlements such as the one at issue
4 here. Based on our experience, PAGA Counsel concluded that this lawsuit could not have been
5 settled on better terms than provided under the present settlement agreement.

6 32. In sum, PAGA Counsel are experienced in employment class action and PAGA litigation
7 and are adequate to represent the Aggrieved Employees in the instant action.

8 **SUMMARY**

9 33. The parties agreed to use Phoenix as the third-party settlement administrator in this case.
10 Phoenix will be responsible for updating the addresses for the Aggrieved Employees, mailing the
11 Notice of PAGA Settlement and Release of Claims (“Notice of Settlement”) and calculating and
12 distributing the settlement checks, among other duties. Phoenix capped its fees at \$3,500.00 for
13 administering the Settlement and based on PAGA Counsel’s experience in other class and PAGA
14 settlements, Phoenix’s costs for administering this Settlement are fair and reasonable. The Notice
15 of PAGA Settlement is attached hereto as **Exhibit 5**.

16 34. My office submitted the proposed Settlement and this Motion to the LWDA on the same
17 date as this Motion was filed. Attached hereto as **Exhibit 6** is a true and correct copy of the
18 confirmatory email my office received from the LWDA after submission of the Settlement and
19 Motion.

20 35. I am not aware of any class or other representative action against Defendant in any
21 other court that asserts claims similar to those alleged in the action being settled.

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

24 Executed this 30th day of March 2026, in Pasadena, California.

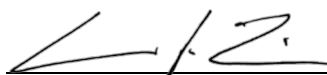
25 
26 Enoch J. Kim

EXHIBIT 1

D.LAW, INC.
Emil Davtyan (SBN 299363)
Emil@d.law
David Yeremian (SBN 226337)
d.yeremian@d.law
David Keledjian (SBN 309135)
d.keledjian@d.law
Enoch J. Kim (SBN 261146)
e.kim@d.law
David Arakelyan (SBN 337076)
d.arakelyan@d.law
Norayr Zakaryan (SBN 356913)
n.zakaryan@d.law
450 N Brand Blvd., Suite 840
Glendale, CA 91203
Telephone: (818) 962-6465
Fax: (818) 962-6469

Attorneys for Plaintiff JOSEPH LUIS MARTIN

GORDON REES SCULLY MANSUKHANI, LLP
Linh T. Hua (SBN 247419)
lhua@grsm.com
Kyla H. Buenaventura (SBN 346443)
kbuenaventura@grsm.com
633 West Fifth Street, 52nd Floor
Los Angeles, CA 90071
Telephone: (213) 576-5007
Facsimile: (213) 680-4470

Attorneys for Defendant SILVER STRAND, INC.

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN MATEO**

JOSEPH LUIS MARTIN, on behalf of
himself and all others similarly situated, and
the general public,

Plaintiff,

vs.

SILVER STRAND, INC., a California
corporation; WORKYARD, INC., a
Delaware corporation; WORKYARD
HOLDINGS, INC., a Delaware corporation;
and DOES 1 through 50, inclusive,

Defendants.

Case No.: 23CIV04473

CLASS AND REPRESENTATIVE ACTION

Assigned for All Purposes To:
Hon. Raymond V. Swope
Dept.: 23

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement ("Agreement") is made by and between plaintiff Joseph Luis Martin ("Plaintiff") and defendant Silver Strand, Inc. ("Defendant"). The Agreement refers to Plaintiff and Defendant collectively as "Parties," or individually as "Party."

1. DEFINITIONS.

1.1. "Action" means the Plaintiff's PAGA lawsuit alleging wage and hour violations against Defendant captioned *Joseph Luis Martin v. Silver Strand, Inc.*, Case No. 23CIV04473, filed on September 20, 2023 and pending in Superior Court of the State of California, County of San Mateo, as well as all claims and allegations made in Plaintiff's PAGA Notice dated September 20, 2023.

1.2. "Administrator" means Phoenix Settlement Administrators, the neutral entity the Parties have agreed to appoint to administer the Settlement, subject to Court approval, in accordance with the terms of this Agreement.

1.3. "Administration Expenses Payment" means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator's "not to exceed" bid submitted to the Court in connection with approval of this Settlement.

1.4. "Aggrieved Employee" means all current and former non-exempt employees of Defendant in California who worked during the PAGA Period.

1.5. "Aggrieved Employee Data" means Aggrieved Employee identifying information in Defendant's possession including the Aggrieved Employee's name, last-known mailing address, Social Security number, and number of PAGA Pay Periods.

1.6. "Aggrieved Employee Address Search" means the Administrator's investigation and search for current Aggrieved Employee mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Aggrieved Employees.

1.7. "Court" means the Superior Court of California, County of San Mateo.

1.8. "Defense Counsel" means Linh T. Hua and Kyla H. Buenaventura of Gordon Rees Scully Manukhani, LLP.

1 1.9. "Effective Date" means the date by when both of the following have occurred: (a) the
2 Court enters a Judgment on its Order Approving the PAGA Settlement and (b) the Judgment is
3 final. The Judgment is final as of the later of the following occurrences: (a) the day the Court
4 enters Judgment; and (b) the day the Court enters its Order Granting Approval to this PAGA
5 Settlement.

6 1.10. "Gross Settlement Amount" means the sum of Three Hundred Ninety-Two Thousand
7 Five Hundred Dollars and Zero Cents (\$392,500.00), which is the total amount Defendant agrees
8 to pay to settle the PAGA Representative Action under the Settlement except as provided in
9 Paragraph 4.1 below. The Gross Settlement Amount will be used to pay Individual PAGA
10 Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation
11 Expenses Payment, and the Administrator's Expenses Payment.

12 1.11. "Individual PAGA Payments" means the Aggrieved Employees' pro rata share of
13 25% of the PAGA Penalties calculated according to the number of Pay Periods the Aggrieved
14 Employee worked during the PAGA Period.

15 1.12. "Judgment" means the judgment entered by the Court based upon the Approval
16 Order.

17 1.13. "LWDA" means the California Labor and Workforce Development Agency, as set
18 forth in Labor Code section 2699, subd. (i).

19 1.14. "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the LWDA
20 under Labor Code section 2699, subd. (i).

21 1.15. "Net Settlement Amount" means the Gross Settlement Amount, less the following
22 payments in the amounts approved by the Court: PAGA Counsel Fees Payment, PAGA Counsel
23 Litigation Expenses Payment, the Administration Expenses Payment, and the LWDA PAGA
24 Payment. The resulting Net Settlement Amount is used to pay Individual PAGA Payments to
25 Aggrieved Employees on a *pro rata* basis.

26 1.16. "PAGA Counsel" means David Yeremian of David Yeremian & Associates, Inc., and
27 Emil Davtyan, David Yeremian, David Keledjian, Enoch J. Kim, David Arakelyan, and Norayr
28 Zakaryan of D.Law, Inc., the attorneys representing the Plaintiff in the Action.

1.17. "PAGA Counsel Fees Payment" and "PAGA Counsel Litigation Expenses Payment" mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys' fees and expenses, respectively, incurred to prosecute the Action.

1.18. "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.

1.19. "PAGA Period" means the period from September 20, 2022 through July 10, 2024.

1.20. "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698, *et seq.*).

1.21. "PAGA Notice" means Plaintiff's PAGA Notice letter to Defendant and the LWDA submitted on September 20, 2023 (LWDA-CM-924212-22) providing notice pursuant to Labor Code section 2699.3, subd. (a).

1.22. "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees and 75% to the LWDA in settlement of PAGA claims.

1.23. "Plaintiff" means Joseph Luis Martin, the named plaintiff in the Action.

1.24. "Approval Order" means the Court Order Granting Approval of the PAGA Settlement.

1.25. "Released PAGA Claims" means any and all claims brought under PAGA that were alleged or reasonably could have been alleged based on the facts stated in the Operative Complaint and/or PAGA Notice, including, but not limited to, alleged violations of the California Labor Code sections 201, 202, 203, 204, 210, 215, 216, 218.6, 223, 225, 226, 226.3, 226.6, 226.7, 227.3, 354, 408, 510, 512, 515, 553, 558, 558.1, 1174, 1174.5, 1175, 1182.12, 1185, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2698, 2699, 2802, and the applicable California Industrial Welfare Commission Wage Orders, during the PAGA Period.

1.26. "Released Parties" means: Defendant and each of its former, present, and future parents, affiliates, divisions, managing members, related entities, board members, trustees, attorneys or legal representatives, representatives, administrators, fiduciaries, beneficiaries, subrogees, partners, directors, officers, managing agents, shareholders, owners, members, attorneys, employees, managers, insurers, predecessors, successors, assigns, subsidiaries, parent

companies, and affiliated entities and individuals, and members of the foregoing, and/or any other entity or individual which could be liable for the acts or omissions of the Defendant based on or arising out of the Released PAGA Claims.

1.27. "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.

1.28. "Defendant" means the named defendant, Silver Strand, Inc.

2. RECITALS.

2.1. On September 20, 2023, Plaintiff commenced this Action by filing a Class Action Complaint alleging causes of action on behalf of all similarly situated employees against Defendant for: (1) Failure to Provide Meal Periods Under Labor Code §§ 204, 223, 226.7, 512, and 1198; (2) Failure to Provide Rest Periods Under Labor Code §§ 204, 223, 226.7, and 1198; (3) Failure to Pay Hourly Wages and Overtime Under Labor Code §§ 223, 510, 1194, 1194.2, 1197, 1997.1, and 1198; (4) Failure to Provide Accurate Written Wage Statements Under Labor Code §§ 226(a); (5) Failure to Timely Pay All Final Wages Under Labor Code §§ 201, 202, and 203; (6) Failure to Indemnify In Violation of Labor Code § 2802; and (7) Violation of Business & Professions Code § 17200 *et seq* ("Complaint").

2.2. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave timely written notice to Defendant and the LWDA by sending and submitting the PAGA Notice on September 20, 2023 (LWDA-CM-982826-23). On November 22, 2023, Plaintiff filed a First Amended Class Action Complaint to add a cause of action under PAGA ("Operative Complaint").

2.3. On July 10, 2024, the Parties participated in an all-day mediation presided over by the Honorable Ronald M. Sabraw (Ret.), which led to this Agreement to settle the Action.

2.4. Prior to mediation, Plaintiff obtained, through informal discovery, the production of relevant policy, timekeeping, and related documents along with numbers of aggrieved employees and other data to provide the Parties' counsel with sufficient information on their claims and defenses to discuss potential penalty exposure and good faith bases for reduction. In other words, negotiations were at arms' length and facilitated by a respected third-party neutral mediator.

2.5. The Parties, PAGA Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS.

3.1. Gross Settlement Amount. In consideration of, and subject to, the promises, terms, and conditions set forth in this Agreement, except as otherwise provided by Paragraph 4.1 below, Defendant agrees to pay \$392,500.00 and no more as the Gross Settlement Amount, in the manner and method set forth in this Agreement, to fully, finally, and completely settle the Action and the claims alleged therein on behalf of the Aggrieved Employees, including any and all associated claims for civil penalties, attorneys' fees, and litigation costs and expenses. Defendant has no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Approval Order:

3.2.1. To PAGA Counsel: A PAGA Counsel Fees Payment of not more than one-third (1/3) of the \$392,500.00 Gross Settlement Amount, which is currently estimated to be \$130,833.33, and a PAGA Counsel Litigation Expenses Payment of not more than \$15,000.00. Defendant will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. Plaintiff and/or PAGA Counsel will file an application or motion for PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment in connection with the filing of the Motion for PAGA Settlement Approval. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to PAGA Counsel or any other plaintiff's counsel arising from any claim to any portion any PAGA Counsel Fees Payment and/or PAGA Counsel Litigation Expenses Payment.

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

3.2.2. To the Administrator: An Administrator Expenses Payment not to exceed \$3,500.00 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment of less than \$3,500.00, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator Expenses Payment will be reported on an IRS Form 1099 issued to the Administrator.

3.2.3. To the LWDA and Aggrieved Employees: The Parties agree that the Net Settlement Amount shall be distributed to the LWDA and Aggrieved Employees as follows: PAGA Penalties in the currently estimated amount of \$243,166.67 to be paid from the Gross Settlement Amount, with 75% allocated to the LWDA PAGA Payment and 25% allocated to the Individual PAGA Payments.

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

3.2.3.2. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS Forms 1099.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Aggrieved Employee Pay Periods. Based on a review of its records at the date of mediation, Defendant estimates there are approximately 7,402 pay periods during the PAGA Period. In the event that the total PAGA Pay Periods exceeds 7,920 (an increase of 7% over 7,402

pay periods), Defendant may either (1) increase the Gross Settlement Amount by a pro-rata amount for every PAGA Pay Period in excess of 7,920 multiplied by the Pay Period value (calculated by dividing the Gross Settlement Amount by 7,920) or (2) Defendant may elect to change the last day of the PAGA Period to the date on which the total PAGA Pay Periods is 7,920 or less to avoid increasing the Gross Settlement Amount.

4.2. Aggrieved Employee Data. Within thirty (30) calendar days of the Effective Date, Defendant will deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employees' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify PAGA Counsel if it discovers that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Aggrieved Employee Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.

4.3. Funding of Gross Settlement Amount. Following the Approval Order, Defendant shall fund the Gross Settlement Amount in four (4) equal installments in the following manner:

4.3.1 First Installment. Defendant will pay the first installment within 30 days after the Effective Date.

4.3.2. Remaining Three Installments. Each subsequent installment will be provided within 30 days following the prior payment.

4.4. Payments from the Gross Settlement Amount. Within 14 days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the PAGA Counsel Fees Payment, and the PAGA Counsel Expenses Payment, subject to Court approval.

4.4.1. The Administrator will issue checks for the Individual PAGA Payments and send them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid along with a cover letter in English, substantially in the form attached hereto as "Exhibit 1" ("Settlement Notice"). The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. After 180 days from the date of mailing, the uncashed checks will be voided. The Administrator will cancel all checks not cashed by the void date. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.4.2. The Administrator must conduct an Aggrieved Employee Address Search for all Aggrieved Employees whose checks are returned undelivered without USPS forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Aggrieved Employee Address Search. The Administrator need not take further steps to deliver checks to Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Aggrieved Employee whose original check was lost or misplaced, as requested by the Aggrieved Employee prior to the void date.

4.4.3. For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and canceled after the void date, the Administrator shall transmit the funds to the California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee.

4.4.4. The payment of Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to the Aggrieved Employees (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. RELEASES OF CLAIMS.

Upon the Effective Date and the date Defendant fully funds the Gross Settlement Amount, Plaintiff, Aggrieved Employees, and the LWDA will release claims against all Released Parties as follows:

5.1 Plaintiff's Release. Plaintiff and his respective former and present spouses, representatives, agents, attorneys (including PAGA Counsel), heirs, administrators, successors,

and assigns generally, irrevocably release and discharge Released Parties from pursuing any and all claims, damages, penalties, liabilities, fees (including attorney's fees), costs, transactions, or occurrences that occurred at any time up through the date of this Agreement, including, but not limited to: all claims that were, or reasonably could have been, alleged, based on the facts contained in the Complaint, Operative Complaint, and the PAGA Notice ("Plaintiff's Release"). Plaintiff's Release does not extend to: (1) any claims or actions to enforce this Agreement, (2) any individual non-wage and hour claims that Plaintiff may have, (3) any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, or workers' compensation benefits that arose at any time, or (4) any claims based on occurrences outside the PAGA Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

5.1.1 Plaintiff's Waiver of Rights Under California Civil Code Section 1542.

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

"A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or Released Party."

5.2 Release by Plaintiff, Aggrieved Employees, and the LWDA:

Plaintiff, all Aggrieved Employees, and the LWDA are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from the Released PAGA Claims. Aggrieved Employees may not opt-out of this Release.

5.3 Release by PAGA Counsel:

Upon the Effective Date and the date Defendant fully funds the Gross Settlement Amount, PAGA Counsel releases on behalf of their present and former attorneys, employees, agents, successors and assigns Defendant and the Released Parties from all claims for attorneys' fees and

costs incurred in connection with the Operative Complaint and/or the PAGA Period facts stated in the Operative Complaint and the PAGA Notice.

6. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT.

The Parties agree that Plaintiff will prepare and file a motion for approval of this Settlement.

6.1 Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor Code Section 2699, subd. (f)(2)) including (i) a draft proposed Order Granting Approval of PAGA Settlement; (ii) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Aggrieved Employee Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Aggrieved Employees or the LWDA; and the nature and extent of any financial relationship with Plaintiff, PAGA Counsel or Defense Counsel; (iii) a signed declaration from PAGA Counsel firm attesting to its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); and (iv) all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Administrator. In their Declaration, PAGA Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.2 Responsibilities of PAGA Counsel. PAGA Counsel is responsible for finalizing and filing the motion for approval of this Settlement after the full execution of this Agreement and, if necessary, obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion. PAGA Counsel is responsible for delivering the Court's approval documents to the Administrator.

6.3 Duty to Cooperate. If the Court does not grant the motion for approval of this Settlement or conditions its approval on any material change to this Agreement, PAGA Counsel

and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION.

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

7.2 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports to state and federal tax authorities.

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

7.4 Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

8. AGGRIEVED EMPLOYEE SIZE ESTIMATES

Based on its records at the time of mediation, Defendant estimates that there are 110 Aggrieved Employees who worked 7,402 Pay Periods during the PAGA Period.

9. CONTINUING JURISDICTION OF THE COURT.

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

9.1 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the PAGA Counsel Fees Payment and PAGA

Counsel Litigation Expenses Payment, the Parties, Aggrieved Employees, and PAGA Counsel waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs, or appeals. If another party appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

9.2 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Approval and entry of Judgment. Any additional Administration Expenses Payment reasonably incurred after remittitur shall be paid from the Gross Settlement Amount. An appellate decision to vacate, reverse, or modify the Court's award of the payments to PAGA Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

9.3 Amended Judgment. If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit a proposed amended judgment.

10. ADDITIONAL PROVISIONS.

10.1 No Admission of Liability or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree that representative treatment is

for purposes of this Settlement only. Defendant expressly denies all of the allegations in the Operative Complaint and PAGA Notice. Defendant expressly denies that it has violated the California Labor Code, or any other provision of federal or state law with respect to any of its employees. If, for any reason, the Court does not approve this Settlement, Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to contest Defendant's defenses. The Settlement, this Agreement, and the Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

10.2 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement. All prior or contemporaneous negotiations, memoranda, agreements, and understandings, and representations, whether written or oral, are superseded hereby and are of no further force and effect. Each of the Parties acknowledges that they have not relied on any promises, representations, warranties, covenants, or inducements, express or implied, made to or by any Party. Provided, however, that this Agreement does not supersede or replace the Separate Individual Settlement Agreement. No rights hereunder may be waived except in writing.

10.3 Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

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

1 conditions of this Agreement were negotiated at arm's length and in good faith by the Parties, and
2 reflect a settlement that was reached voluntarily based upon adequate information and sufficient
3 discovery and after consultation with experienced legal counsel.

4 10.5 No Prior Assignments. The Parties separately represent and warrant that they have not
5 directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or
6 encumber to any person or entity and portion of any liability, claim, demand, action, cause of
7 action, or right released and discharged by the Party in this Settlement.

8 10.6 No Tax Advice. Neither Plaintiff, PAGA Counsel, Defendant nor Defense Counsel
9 are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be
10 relied upon as such within the meaning of United States Treasury Department Circular 230 (31
11 CFR Part 10, as amended) or otherwise.

12 10.7 Modification of Agreement. This Agreement, and all parts of it, may be amended,
13 modified, changed, or waived only by an express written instrument signed by all Parties or their
14 representatives, and approved by the Court.

15 10.8 Agreement Binding on Successors. This Agreement will be binding upon, and inure
16 to the benefit of Plaintiff, Defendant, the Aggrieved Employees, and their heirs, beneficiaries,
17 executors, administrators, successors, transferees, assigns, or any corporation or any entity with
18 which any party may merge, consolidate, or reorganize.

19 10.9 Applicable Law. All terms and conditions of this Agreement and its exhibits will be
20 governed by and interpreted according to the internal laws of the State of California, without
21 regard to conflict of law principles.

22 10.10 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation
23 of this Agreement. This Agreement will not be construed against any Party on the basis that the
24 Party was the drafter or participated in the drafting.

25 10.11 Confidentiality. To the extent permitted by law, all agreements made, and orders
26 entered during the Action and in this Agreement relating to the confidentiality of information shall
27 survive the execution of this Agreement.

28

10.12 Use and Return of Aggrieved Employee Data. Information provided to PAGA Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the PAGA Data provided to PAGA Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the Administrator's obligation to provide a Declaration confirming the final pay of the Net Settlement Amount, Plaintiff shall destroy all paper and electronic versions of Aggrieved Employee Data received from Defendant unless, prior to the Administrator's payment of all Settlement Funds, Defendant makes a written request to PAGA Counsel for the return, rather than the destruction, of Aggrieved Employee Data.

10.13 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

10.14 Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

10.15 Notice. All notices, demands, or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff:

D.LAW, INC.
Emil Davtyan
Emil@d.law
David Yeremian
d.yeremian@d.law
David Keledjian
d.keledjian@d.law
Enoch J. Kim
e.kim@d.law
David Arakelyan
d.arakelyan@d.law
Norayr Zakaryan

n.zakaryan@d.law
450 N Brand Blvd., Suite 840
Glendale, CA 91203
Telephone: (818) 962-6465
Fax: (818) 962-6469

To Defendant:

GORDON REES SCULLY MANSUKHANI, LLP

Linh T. Hua
lhua@grsm.com
Kyla H. Buenaventura
kbuenaventura@grsm.com
633 West Fifth Street, 52nd Floor
Los Angeles, CA 90071
Telephone: (213) 576-5007
Facsimile: (213) 680-4470

10.16 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (*e.g.*, DocuSign or Adobe Sign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

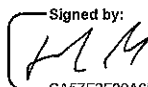
10.17 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the period from which this Agreement is fully executed through the date upon which one Party, including through its counsel, delivers written notice to the other Party, including to its counsel, that it will no longer proceed with the settlement process.

10.18 No Signature Required by Aggrieved Employees. Only the Plaintiff will be required to execute this Settlement Agreement. The Settlement Notice will advise all Aggrieved Employees of the binding nature of the release, and as such shall have the same force and effect as if this Settlement Agreement were executed by each Aggrieved Employee.

10.19 Confidentiality Prior to Approval Order. Plaintiff, PAGA Counsel, Defendant and Defense Counsel separately agree that, until the Motion for Approval is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, PAGA Counsel, Defendant and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Approval, any with third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This paragraph does not restrict PAGA Counsel's communications with Aggrieved Employees in accordance with PAGA Counsel's ethical obligations owed to Aggrieved Employees.

10.20 No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Aggrieved Employee to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict PAGA Counsel's ability to communicate with Aggrieved Employees in accordance with PAGA Counsel's ethical obligations owed to Aggrieved Employees.

IT IS SO AGREED.

Signed by:


CA57F2F09A6E4F9

Date: 7/15/2025

Plaintiff Joseph Luis Martin

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Date: 7/17/2025

Defendant Silver Strand, Inc.

By: DAVID MEADOR

Its: PRES.

D.LAW, INC.

By [Signature]

Date: 7/15/25

Emil Davtyan
David Yeremian
David Keledjian
Enoch J. Kim
David Arakelyan
Attorneys for Plaintiff

GORDON REES SCULLY MANSUKHANI, LLP

By [Signature]

Date: 7/15/25

Linh T. Hua
Kyla Buenaventura
Attorneys for Defendant

EXHIBIT 2

11/22/2023

By /s/ Haley Correa
Deputy Clerk

1 D.LAW, INC.
Emil Davtyan (SBN 299363)
2 emil@d.law
David Yeremian (SBN 226337)
3 d.yeremian@d.law
David Keledjian (SBN 309135)
4 d.keledjian@d.law
David Arakelyan (SBN 337076)
5 d.arakelyan@d.law
880 E. Broadway
6 Glendale, CA 91205
7 Telephone: (818) 962-6465
8 Facsimile: (818) 962-6469

9 Attorneys for Plaintiff JOSEPH LUIS MARTIN

10 SUPERIOR COURT OF THE STATE OF CALIFORNIA

11 FOR THE COUNTY OF SAN MATEO

12
13 JOSEPH LUIS MARTIN, on behalf of himself
and all others similarly situated, and the
14 general public,

15 *Plaintiff,*

16 v.

17 SILVER STRAND, INC., a California
corporation; WORKYARD, INC., a Delaware
18 corporation; WORKYARD HOLDINGS,
INC., a Delaware corporation; and DOES 1
19 through 50, inclusive,

20 *Defendants.*

Case No.: 23CIV04473

Amended As a Matter of Right Pursuant to
Labor Code Section 2699.3(a)(2)(C)

**FIRST AMENDED CLASS AND
REPRESENTATIVE ACTION COMPLAINT**

1. Failure to Provide Meal Periods (Lab. Code §§ 204, 223, 226.7, 512 and 1198);
2. Failure to Provide Rest Periods (Lab. Code §§ 204, 223, 226.7 and 1198);
3. Failure to Pay Hourly Wages and Overtime (Lab. Code §§ 223, 510, 1194, 1194.2, 1197, 1997.1 and 1198);
4. Failure to Provide Accurate Written Wage Statements (Lab. Code §§ 226(a));
5. Failure to Timely Pay All Final Wages (Lab. Code §§ 201, 202 and 203);
6. Failure to Indemnify (Lab. Code § 2802);
7. Unfair Competition (Bus. & Prof. Code §§ 17200 *et seq.*); and
8. Civil Penalties (Lab. Code § 2698, *et seq.*)

JURY TRIAL DEMANDED

1 Plaintiff JOSEPH LUIS MARTIN (“Plaintiff”), on behalf of himself, all others similarly
2 situated, the State of California, and the general public, complains and allege as follows:

3 **INTRODUCTION**

4 1. Plaintiff brings this class and representative action against Defendants SILVER
5 STRAND, INC., a California corporation; WORKYARD, INC., a Delaware corporation;
6 WORKYARD HOLDINGS, INC., a Delaware corporation; and DOES 1 through 50, inclusive,
7 (collectively referred to as “Defendants”) for alleged violations of the California Labor Code and
8 California Business and Professions Code. As set forth below, Plaintiff alleges that Defendants have:

- 9 a. failed to pay them overtime wages at the correct rate;
- 10 b. failed to pay them double time wages at the correct rate;
- 11 c. failed to pay them overtime and/or double time wages by failing to include all
12 applicable remuneration in calculating the regular rate of pay;
- 13 d. failed to provide them with meal periods;
- 14 e. failed to provide them with rest periods;
- 15 f. failed to pay them premium wages for missed meal and rest periods;
- 16 g. failed to provide them with accurate written wage statements;
- 17 h. failed to reimburse them with necessary business expenditures; and
- 18 i. failed to pay them all of their final wages following separation of employment.

19 Based on these alleged Labor Code violations, Plaintiff now brings this class and
20 representative action to recover unpaid wages, liquidated damages, civil and statutory penalties,
21 restitution and related relief on behalf of himself, all others similarly situated, and the general public.

22 **JURISDICTION AND VENUE**

23 2. This Court has subject matter jurisdiction to hear this case because the monetary
24 damages and restitution sought by Plaintiff from Defendants conduct exceeds the minimal jurisdiction
25 of the Superior Court of the State of California.

26 3. Venue is proper in the County of San Mateo pursuant to Code of Civil Procedure
27 sections 395(a) and 395.5 in that liability arose this county because at least some of the transactions
28 that are the subject matter of this Complaint occurred therein and/or each defendant is found,

1 maintains offices, transacts business and/or has an agent therein.

2 4. Venue is proper in San Mateo County because Defendants' have at all times alleged
3 herein, conducted business in San Mateo County, and throughout California. As such, venue is
4 proper in any county in California.

5 **PARTIES**

6 5. Plaintiff JOSEPH LUIS MARTIN is, and at all relevant times mentioned herein, an
7 individual residing in the State of California.

8 6. Plaintiff is informed and believes, and thereupon alleges that Defendant SILVER
9 STRAND, INC. is, and at all relevant times mentioned herein, a California corporation doing business
10 in the State of California.

11 7. Plaintiff is informed and believes, and thereupon alleges that Defendant
12 WORKYARD, INC. is, and at all relevant times mentioned herein, a Delaware corporation doing
13 business in the State of California.

14 8. Plaintiff is informed and believes, and thereupon alleges that Defendant
15 WORKYARD HOLDINGS, INC. is, and at all relevant times mentioned herein, a Delaware
16 corporation doing business in the State of California.

17 9. Plaintiff is ignorant of the true names and capacities of the defendants sued herein as
18 DOES 1 through 50, inclusive, and therefore sues these defendants by such fictitious names. Plaintiff
19 will amend this Complaint to allege the true names and capacities of the DOE defendants when
20 ascertained. Plaintiff is informed and believes, and thereupon alleges that each of the fictitiously
21 named defendants are responsible in some manner for the occurrences, acts and omissions alleged
22 herein and that Plaintiff's alleged damages were proximately caused by these defendants, and each of
23 them. Plaintiff will amend this complaint to allege both the true names and capacities of the DOE
24 defendants when ascertained.

25 10. Plaintiff is informed and believes, and thereupon alleges that, at all relevant times
26 mentioned herein, some or all of the defendants were the representatives, agents, employees, partners,
27 directors, associates, joint venturers, joint employers, owners, principals or co-participants of some
28 or all of the other defendants, and in doing the things alleged herein, were acting within the course

1 and scope of such relationship and with the full knowledge, consent and ratification by such other
2 defendants.

3 11. Plaintiff is informed and believes, and thereupon alleges that, at all relevant times
4 mentioned herein, some of the defendants pursued a common course of conduct, acted in concert and
5 conspired with one another, and aided and abetted one another to accomplish the occurrences, acts
6 and omissions alleged herein.

7 12. This action has been brought and may be maintained as a class action pursuant to Code
8 of Civil Procedure section 382 because there is a well-defined community of interest among the
9 persons who comprise the readily ascertainable classes defined below and because Plaintiff is
10 unaware of any difficulties likely to be encountered in managing this case as a class action.

11 13. **Relevant Time Period:** The relevant time period is defined as the time period
12 beginning four years prior to the filing of this action until judgment is entered.

- 13 a. **Hourly Employee Class:** All persons employed by Defendants, collectively or
14 separately, and/or any staffing agencies and/or any other third parties in hourly or
15 non-exempt positions in California four years prior to the filing of this action and
ending on the date that final judgment is entered in this action (“Hourly Employee
Class”).
- 16 b. **Meal Period Sub-Class:** All **Hourly Employee Class** members who worked in
17 a shift in excess of five hours during the four years prior to the filing of this action
and ending on the date that final judgment is entered in this action.
- 18 c. **Rest Period Sub-Class:** All **Hourly Employee Class** members who worked a
19 shift of at least three and one-half (3.5) hours the four years prior to the filing of
this action and ending on the date that final judgment is entered in this action.
- 20 d. **Waiting Time Penalties Sub-Class:** All **Hourly Employee Class** members who
21 separated from their employment with Defendants during the period beginning
22 three years before the filing of this action and ending when final judgment is
entered.
- 23 e. **Wage Statement Class:** All persons employed by Defendants in California during
24 the period beginning one year before the filing of this action and ending when final
judgment is entered.
- 25 f. **Expense Reimbursement Class:** All persons employed by Defendants in
California who incurred business expenses during the **Relevant Time Period**.
- 26 g. **UCL Class:** All **Hourly Employee Class** and **Expense Reimbursement Class**
27 members employed by Defendants in California during the four years prior to the
filing of this action and ending on the date that final judgment is entered in this
28 action.

1 14. **Reservation of Rights:** Pursuant to Rule of Court 3.765(b), Plaintiff reserves the right
2 to amend or modify the class definitions with greater specificity, by further division into sub-classes
3 and/or by limitation to particular issues.

4 15. **Numerosity:** The class members are so numerous that the individual joinder of each
5 individual class member is impractical. While Plaintiff does not currently know the exact number of
6 class members, Plaintiff is informed and believes, and thereupon alleges that the actual number
7 exceeds the minimum required for numerosity under California law.

8 16. **Commonality and Predominance:** Common questions of law and fact exist as to all
9 class members and predominate over any questions which affect only individual class members.
10 These common questions include, but are not limited to:

- 11 a. Whether Defendants maintained a policy or practice of failing to provide
12 employees with their rest periods;
- 13 b. Whether Defendants maintained a policy or practice of failing to provide
14 employees with their meal periods;
- 15 c. Whether Defendants failed to pay premium wages to class members when they
16 have not been provided with meal and rest periods at the appropriate rates of pay;
- 17 d. Whether Defendants failed to pay minimum and/or overtime wages to class
18 members for all time worked;
- 19 e. Whether Defendants failed to provide class members with accurate written wage
20 statements as a result of providing them with written wage statements with
21 inaccurate entries for, among other things, amounts of gross and net wages, and
22 total hours worked;
- 23 f. Whether Defendants applied policies or practices that result in late and/or
24 incomplete final wage payments;
- 25 g. Whether Defendants failed to reimburse class members for all necessary business
26 expenses incurred during the discharge of their duties;
- 27 h. Whether Defendants are liable to class members for waiting time penalties under
28 Labor Code section 203; and

i. Whether class members are entitled to restitution of money or property that Defendants may have acquired from them through unfair competition;

17. **Typicality:** Plaintiff's claims are typical of the other class members' claims. Plaintiff is informed and believes and thereupon alleges that Defendants have a policy or practice of failing to comply with the California Labor Code and Business and Professions Code as alleged in this Complaint.

18. **Adequacy of Class Representative:** Plaintiff is an adequate class representative in that he has no interests that are adverse to, or otherwise conflict with, the interests of absent class members and is dedicated to vigorously prosecuting this action on their behalf. Plaintiff will fairly and adequately represent and protect the interests of the other class members.

19. **Adequacy of Class Counsel:** Plaintiff's counsel are adequate class counsel in that they have no known conflicts of interest with Plaintiff or absent class members, are experienced in wage and hour class action litigation, and are dedicated to vigorously prosecuting this action on behalf of Plaintiff and absent class members.

20. **Superiority:** A class action is vastly superior to other available means for fair and efficient adjudication of the class members' claims and would be beneficial to the parties and the Court. Class action treatment will allow a number of similarly situated persons to simultaneously and efficiently prosecute their common claims in a single forum without the unnecessary duplication of effort and expense that numerous individual actions would entail. In addition, the monetary amounts due to many individual class members are likely to be relatively small and would thus make it difficult, if not impossible, for individual class members to both seek and obtain relief. Moreover, a class action will serve an important public interest by permitting class members to effectively pursue the recovery of monies owed to them. Further, a class action will prevent the potential for inconsistent or contradictory judgments inherent in individual litigation.

GENERAL ALLEGATIONS

21. Plaintiff worked for Defendants as a non-exempt employee during the relevant and statutory periods.

22. Defendants had a common policy and practice of systemically failing to pay Plaintiff

1 and Class members proper wages and overtime for all hours worked, at the proper rates of pay. First,
2 Defendants implemented an unlawful time-rounding policy and practice which rounded down and
3 reduced the actual working hours recorded by Plaintiff and Class Members, and upon which their pay
4 was based, and generally did so to the detriment of the Plaintiff and Class Members, and these
5 unlawfully rounded time entries were inputted into Defendants' payroll system from which wage
6 statements and payroll checks were created. Defendants did so with the ostensible intent of paying
7 Plaintiff and Class members only for the hours they were scheduled to work, rather than the hours
8 they were actually under Defendants' control. Plaintiff contends this policy is not neutral and results,
9 over time, to the detriment of the Plaintiff and Class members by systematically undercompensating
10 them.

11 23. Next, Plaintiff and Class Members were also consistently required to perform work,
12 off-the-clock, for which they were not paid wages. Defendants implemented a policy of requiring
13 Plaintiff and Class Members to perform work during unpaid meal periods, for which no wages were
14 paid. The forgoing and uncompensated working time was under the direction and control of
15 Defendants, for which no wages were paid.

16 24. This uncompensated time caused Plaintiff and Class Members to work in excess of
17 eight (8), ten (10) and/or twelve (12) hours a day and/or forty (40) hours a week, entitling Plaintiff
18 and Class Members to minimum and overtime wages, which they were systemically denied.

19 25. Defendants had a common policy and practice of systemically denying Plaintiff and
20 Class Members the opportunity to take meal periods in compliance with the California Law.
21 Specifically, due to understaffing and heavy workloads, Plaintiff and Class Members were denied the
22 opportunity to take timely meal periods prior to the completion of their fifth hour of work. Also,
23 Plaintiff's and Class Members' meal periods were consistently interrupted due to the need to complete
24 various work-related tasks. Furthermore, Plaintiff and Class Members were not relieved of all work
25 duties during unpaid meal periods and were required to keep working during meal breaks.

26 26. Plaintiff and Class Members were not provided with meal periods of at least thirty (30)
27 minutes for each five (5) hour work period due to (1) Defendants' policy of not scheduling each meal
28 period as part of each work shift and (2) Defendants' practice of requiring putative class members to

1 continue working through their meal and rest periods due to the excessive workload.

2 27. Defendants had a common policy and practice of systemically denying Plaintiff and
3 Class Members the opportunity to take rest periods in compliance with the California Law. Plaintiff
4 and Class Members were not provided with rest periods of at least ten (10) minutes for each four (4)
5 hour work period, or major fraction thereof, due to (1) Defendants' policy of not scheduling each rest
6 period as part of each work shift, including second rest breaks for shifts of six (6) hours or more; (2)
7 no formal compliant written rest period policy that encouraged employees to take their rest periods,
8 or that properly advised Plaintiff and Class Members of their rest period rights; (3) Defendants' policy
9 and practice of requiring putative class members to continue working through their rest breaks due to
10 the excessive workload.

11 28. Furthermore, Defendants failed to pay Plaintiff and Class Members premium pay
12 wages at their appropriate regular rates of pay for each meal and rest period denied.

13 29. Plaintiff and Class Members were not provided with accurate wage statements as
14 mandated by law pursuant to Labor Code section 226. Specifically, Defendants failed to issue wage
15 statements as "a detachable part of the check, draft, or voucher paying the employee's wages, or
16 separately if wages are paid by personal check or cash, an accurate itemized statement in writing."
17 Additionally, the wage statements issued to Plaintiff and Class Members were not recorded in "ink
18 or other indelible form."

19 30. Defendants failed to comply with Labor Code section 226(a)(1) as "gross wages
20 earned" were not accurately reflected in that: all hours worked, including overtime, were not included.

21 31. Defendants failed to comply with Labor Code section 226(a)(2) as "total hours worked
22 by the employee" were not accurately reflected in that: all hours worked, including overtime, were
23 not included.

24 32. Defendants failed to comply with Labor Code section 226(a)(5) as "net wages earned"
25 were not accurately reflected in that: all hours worked, including overtime, were not included.

26 33. Defendants failed to comply with Labor Code section 226(a)(6) as the wage statements
27 issued to Plaintiff and Class Members failed to reflect the "the inclusive dates of the period for which
28 the employee is paid."

34. Defendants failed to comply with Labor Code section 226(a)(7) as the wage statements issued to Plaintiff and Class Members failed to reflect the “the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number.”

35. Defendants failed to comply with Labor Code section 226(a)(8) as “the name and address of the legal entity that is the employer” was not properly reflected on the wage statements.

36. Defendants failed to comply with Labor Code section 226(a)(9) as “all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee” were not accurately reflected in that: all hours worked, including overtime, were not included.

37. Furthermore, Defendants failed to provide Plaintiff and Class Members with paper pay stubs as required by Labor Code § 226, applicable Wage Orders, and DLSE Opinion Letters. Plaintiff's and Class Members' wage statement were only provided in electronic format in violation of Labor Code § 226.

38. Plaintiff and Class Members were not reimbursed for business expenses incurred in executing their duties under Defendant's employ. Specifically, Plaintiff and Class Members were required to use their personal cellular phones to clock in and out of work as well as communicate on the job site, all necessary to perform their duties under Defendants' employ. Additionally, Plaintiff and Class Members were required to clean and maintain their uniforms, which were required to be worn by Defendants. Plaintiff and Class members were not reimbursed for these necessary work-related expenses.

FIRST CAUSE OF ACTION

FAILURE TO PROVIDE MEAL PERIODS

(Lab. Code §§ 226.7, 512, 1174, and 1198)

(Plaintiff and Meal Period Sub-Class)

39. Plaintiff incorporates by reference the preceding paragraphs of the Complaint as if fully alleged herein.

40. At all relevant times, Plaintiff and the **Meal Period Sub-Class** members have been

1 non-exempt employees of Defendant entitled to the full meal period protections of both the Labor
2 Code and the applicable Industrial Welfare Commission Wage Order.

3 41. Labor Code section 512 and Section 11 of the applicable Industrial Welfare
4 Commission Wage Order impose an affirmative obligation on employers to provide non-exempt
5 employees with uninterrupted, duty-free meal periods of at least thirty minutes for each work period
6 of five hours, and to provide them with two uninterrupted, duty-free meal periods of at least thirty
7 minutes for each work period of ten hours.

8 42. Labor Code section 226.7 and Section 11 of the applicable Industrial Welfare
9 Commission Wage Order (“Wage Order”) both prohibit employers from requiring employees to work
10 during required meal periods and require employers to pay non-exempt employees an hour of
11 premium wages on each workday that the employee is not provided with the required meal period.

12 43. Compensation for missed meal periods constitutes wages within the meaning of Labor
13 Code section 200.

14 44. Labor Code section 1198 makes it unlawful to employ a person under conditions that
15 violate the applicable Wage Order.

16 45. Section 11 of the applicable Wage Order states:

17 No employer shall employ any person for a work period of more than
18 five (5) hours without a meal period of not less than 30 minutes, except
19 that when a work period of not more than six (6) hours will complete
20 the day’s work the meal period may be waived by mutual consent of
21 the employer and employee. Unless the employee is relieved of all duty
22 during a 30 minute meal period, the meal period shall be considered an
23 ‘on duty’ meal period and counted as time worked. An ‘on duty’ meal
24 period shall be permitted only when the nature of the work prevents an
25 employee from being relieved of all duty and when by written
26 agreement between the parties an on-the-job paid meal period is agreed
27 to. The written agreement shall state that the employee may, in writing,
28 revoke the agreement at any time.

24 46. At all relevant times, Plaintiff was not subject to a valid on-duty meal period
25 agreement. Plaintiff is informed and believes that, at all relevant times, **Meal Period Sub-Class**
26 members were not subject to valid on-duty meal period agreements with Defendants.

27 47. Plaintiff alleges that, at all relevant times during the applicable limitations period,
28 Defendants maintained a policy or practice of not providing Plaintiff and members of the **Meal Period**

1 **Sub-Class** with uninterrupted, duty-free meal periods for at least thirty (30) minutes for each five (5)
2 hour work period, as required by Labor Code section 512 ad the applicable Wage Order. Specifically,
3 due to understaffing and heavy workloads, Plaintiff and **Meal Period Sub-Class** members were
4 denied the opportunity to take timely meal periods prior to the completion of their fifth hour of work.
5 Also, Plaintiff's and **Meal Period Sub-Class** members' meal periods were consistently interrupted
6 due to the need to complete various work-related tasks. Furthermore, Plaintiff and **Meal Period Sub-**
7 **Class** members were not relieved of all work duties during unpaid meal periods and were required to
8 keep working during meal breaks.

9 48. Plaintiff alleges that, at all relevant times during the applicable limitations period,
10 Defendants maintained a policy or practice of failing to pay premium wages to **Meal Period Sub-**
11 **Class** members when they worked five (5) hours without clocking out for any meal period.

12 49. Plaintiff alleges that, at all relevant times during the applicable limitations period,
13 Defendants maintained a policy or practice of not providing Plaintiff and members of the **Meal Period**
14 **Sub-Class** with a second meal period when they worked shifts of ten or more hours and failed to pay
15 them premium wages as required by Labor Code 512 and the applicable Wage Order.

16 50. Moreover, Defendants written policies fail to inform Meal period Class Members of
17 their meal period rights under the Labor Code and applicable Wage Orders.

18 51. At all relevant times, Defendants failed to pay Plaintiff and the **Meal Period Sub-**
19 **Class** members additional premium wages, and/or were not paid premium wages at the employees'
20 regular rates of pay when required meal periods were not provided.

21 52. Pursuant to Labor Code section 204, 218.6, 226.7 and 512, Plaintiff, on behalf of
22 himself and the **Meal Period Sub-Class** members, seek to recover unpaid premium wages, interest
23 thereon, and costs of suit.

24 53. Pursuant to Labor Code section 1194, Code of Civil Procedure section 1021.5, the
25 substantial benefit doctrine, and/or the common fund doctrine, Plaintiff, on behalf of himself and the
26 **Meal Period Sub-Class** members, seek to recover reasonable attorneys' fees.

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1 rest breaks for shifts of six (6) hours or more; (2) no formal compliant written rest period policy that
2 encouraged employees to take their rest periods, or that properly advised Plaintiff and **Rest Period**
3 **Sub-Class** members of their rest period rights; (3) Defendants' policy and practice of requiring
4 putative class members to continue working through their rest breaks due to the excessive workload.

5 62. At all relevant times, Defendants failed to pay Plaintiff and the **Rest Period Sub-Class**
6 members additional premium wages when required rest periods were not provided.

7 63. Pursuant to Labor Code section 204, 218.6 and 226.7, Plaintiff, on behalf of himself
8 and **Rest Period Sub-Class** members, seek to recover unpaid premium wages, interest thereon, and
9 costs of suit.

10 64. Pursuant to Labor Code section 1194, Code of Civil Procedure section 1021.5, the
11 substantial benefit doctrine, and/or the common fund doctrine, Plaintiff, on behalf of himself and **Rest**
12 **Period Sub-Class** members, seek to recover reasonable attorneys' fees.

13 **THIRD CAUSE OF ACTION**

14 **FAILURE TO PAY HOURLY AND OVERTIME WAGES**

15 **(Lab. Code §§ 223, 510, 1194, 1197 and 1198)**

16 **(Plaintiff and Hourly Employee Class)**

17 65. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully alleged
18 herein.

19 66. At all relevant times, Plaintiff and **Hourly Employee Class** members are or have been
20 non-exempt employees of Defendants entitled to the full protections of the Labor Code and the
21 applicable Wage Order.

22 67. Section 2 of the applicable Wage Order defines "hours worked" as "the time during
23 which an employee is subject to the control of the employer, and includes all the time the employee
24 is suffered or permitted to work, whether or not required to do so."

25 68. Section 4 of the applicable Wage Order requires an employer to pay non-exempt
26 employees at least the minimum wage set forth therein for all hours worked, which consist of all hours
27 that an employer has actual or constructive knowledge that employees are working.

28 69. Labor Code section 1194 invalidates any agreement between an employer and an

1 employee to work for less than the minimum or overtime wage required under the applicable Wage
2 Order.

3 70. Labor Code section 1194.2 entitles non-exempt employees to recover liquidated
4 damages in amounts equal to the amounts of unpaid minimum wages and interest thereon in addition
5 to the underlying unpaid minimum wages and interest thereon.

6 71. Labor Code section 1197 makes it unlawful for an employer to pay an employee less
7 than the minimum wage required under the applicable Wage Order for all hours worked during a
8 payroll period.

9 72. Labor Code section 1197.1 provides that it is unlawful for any employer or any other
10 person acting either individually or as an officer, agent or employee of another person, to pay an
11 employee, or cause an employee to be paid, less than the applicable minimum wage.

12 73. Labor Code section 1198 makes it unlawful for employers to employ employees under
13 conditions that violate the applicable Wage Order.

14 74. Labor Code section 204 requires employers to pay non-exempt employees their earned
15 wages for the normal work period at least twice during each calendar month on days the employer
16 designates in advance and to pay non-exempt employees their earned wages for labor performed in
17 excess of the normal work period by no later than the next regular payday.

18 75. Labor Code section 223 makes it unlawful for employers to pay their employees lower
19 wages than required by contract or statute while purporting to pay them legal wages.

20 76. Labor Code section 510 and Section 3 of the applicable Wage Order require employees
21 to pay non-exempt employees overtime wages of no less than one and one-half times their respective
22 regular rates of pay for all hours worked in excess of eight hours in one workday, all hours worked in
23 excess of forty hours in one workweek, and/or for the first eight hours worked on the seventh
24 consecutive day of one workweek.

25 77. Labor Code section 510 and Section 3 of the applicable Wage Order also require
26 employers to pay non-exempt employees overtime wages of no less than two times their respective
27 regular rates of pay for all hours worked in excess of twelve hours in one workday and for all hours
28 worked in excess of eight hours on a seventh consecutive workday during the workweek.

1 78. Plaintiff is informed and believes that, at all relevant times, Defendants have applied
2 centrally devised policies and practices to her and **Hourly Employee Class** members with respect to
3 working conditions and compensation arrangements.

4 79. At all relevant times, Defendants failed to pay hourly wages to Plaintiff and **Hourly**
5 **Employee Class** members for all time worked, including but not limited to, overtime hours at
6 statutory and/or agreed rates.

7 80. Plaintiff and **Hourly Employee Class** members were not paid proper wages and
8 overtime for all hours worked, at the proper rates of pay. First, Defendants implemented an unlawful
9 time-rounding policy and practice which rounded down and reduced the actual working hours
10 recorded by Plaintiff and **Hourly Employee Class**, and upon which their pay was based, and
11 generally did so to the detriment of the Plaintiff and **Hourly Employee Class**, and these unlawfully
12 rounded time entries were inputted into Defendants' payroll system from which wage statements and
13 payroll checks were created. Defendants did so with the ostensible intent of paying Plaintiff and
14 **Hourly Employee Class** members only for the hours they were scheduled to work, rather than the
15 hours they were actually under Defendants' control. Plaintiff contends this policy is not neutral and
16 results, over time, to the detriment of the Plaintiff and **Hourly Employee Class** members by
17 systematically undercompensating them.

18 81. Next, Plaintiff and **Hourly Employee Class** members were also consistently required
19 to perform work, off-the-clock, for which they were not paid wages. Defendants implemented a policy
20 of requiring Plaintiff and **Hourly Employee Class** members to perform work during unpaid meal
21 periods, for which no wages were paid. The forgoing and uncompensated working time was under
22 the direction and control of Defendants, for which no wages were paid.

23 82. This uncompensated time caused Plaintiff and **Hourly Employee Class** members to
24 work in excess of eight (8), ten (10), and twelve (12) hours a day and/or forty (40) hours a week,
25 entitling Plaintiff and **Hourly Employee Class** members to minimum and overtime wages, which
26 they were systemically denied.

27 83. As a result of Defendants' unlawful conduct, Plaintiff and **Hourly Employee Class**
28 members have suffered damages in an amount, subject to proof, to the extent they were not paid the

1 full amount of wages earned during each pay period during the applicable limitations period,
2 including overtime wages.

3 84. Pursuant to Labor Code sections 204, 218.6, 223, 510, 1194 and 1194.2, Plaintiff, on
4 behalf of himself and **Hourly Employee Class** members, seek to recover unpaid straight time and
5 overtime wages, interest thereon and costs of suit.

6 85. Pursuant to Labor Code section 1194, Code of Civil Procedure section 1021.5, the
7 substantial benefit doctrine, and/or the common fund doctrine, Plaintiff, on behalf of himself and
8 **Hourly Employee Class** members, seek to recover reasonable attorneys' fees.

9 **FOURTH CAUSE OF ACTION**

10 **FAILURE TO PROVIDE ACCURATE WRITTEN WAGE STATEMENTS**

11 **(Lab. Code § 226)**

12 **(Plaintiff and Wage Statement Penalties Sub-Class)**

13 86. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully alleged
14 herein.

15 87. Labor Code section 226(a) states:

16 An employer, semimonthly or at the time of each payment of wages,
17 shall furnish to his or her employee, either as a detachable part of the
18 check, draft, or voucher paying the employee's wages, or separately if
19 wages are paid by personal check or cash, an accurate itemized
20 statement in writing showing (1) gross wages earned, (2) total hours
21 worked by the employee, except as provided in subdivision (j), (3) the
22 number of piece-rate units earned and any applicable piece rate if the
23 employee is paid on a piece-rate basis, (4) all deductions, provided that
24 all deductions made on written orders of the employee may be
25 aggregated and shown as one item, (5) net wages earned, (6) the
26 inclusive dates of the period for which the employee is paid, (7) the
27 name of the employee and only the last four digits of his or her social
28 security number or an employee identification number other than a
social security number, (8) the name and address of the legal entity that
is the employer and, if the employer is a farm labor contractor, as
defined in subdivision (b) of Section 1682, the name and address of the
legal entity that secured the services of the employer, and (9) all
applicable hourly rates in effect during the pay period and the
corresponding number of hours worked at each hourly rate by the
employee and, beginning July 1, 2013, if the employer is a temporary
services employer as defined in Section 201.3, the rate of pay and the
total hours worked for each temporary services assignment. The
deductions made from payment of wages shall be recorded in ink or
other indelible form, properly dated, showing the month, day, and year,
and a copy of the statement and the record of the deductions shall be

1 kept on file by the employer for at least three years at the place of
2 employment or at a central location within the State of California. For
3 purposes of this subdivision, 'copy' includes a duplicate of the itemized
statement provided to an employee or a computer-generated record that
accurately shows all of the information required by this subdivision.

4 88. The Division of Labor Standards Enforcement ("DLSE") has sought to harmonize the
5 "detachable part of the check" provision and the "accurate itemized statement in writing" provision
6 of Labor Code section 226(a) by allowing for electronic wage statements so long as each employee
7 retains the right to elect to receive a written paper stub or record and that those who are provided with
8 electronic wage statements retain the ability to easily access the information and convert the electronic
9 statements into hard copies at no expense to the employee. (DLSE Opinion Letter July 6, 2006).

10 89. Plaintiff is informed and believes that, at all relevant times during the applicable
11 limitations period, Defendants have failed to provide **Wage Statement Class** members with written
12 wage statements as described above. Additionally, the wage statements issued to class members failed
13 to account for the unpaid minimum wages, overtime, and premium pay wages described above.
14 Moreover, the wage statements issued to Plaintiff and Class Members failed to reflect the: "the
15 inclusive dates of the period for which the employee is paid;" "the name of the employee and only
16 the last four digits of his or her social security number or an employee identification number other
17 than a social security number;" and "the name and address of the legal entity that is the employer" in
18 violation of Labor Code §§ 226(a) (6), (7), and (8) respectively.

19 90. Furthermore, Defendants failed to provide Plaintiff and **Wage Statement Class**
20 Members with paper pay stubs as required by Labor Code § 226, applicable Wage Orders, and DLSE
21 Opinion Letters. Plaintiff's and **Wage Statement Class** members' wage statement were only
22 provided in electronic format in violation of Labor Code § 226.

23 91. Plaintiff is informed and believes that Defendants' failure to provide her and **Wage**
24 **Statement Class** members with accurate written wage statements were intentional in that Defendants
25 have the ability to provide them with accurate wage statements but have intentionally provided them
26 with written wage statements that Defendants have known do not comply with Labor Code section
27 226(a).

28 92. Plaintiff and **Wage Statement Class** members have suffered injuries, in that

1 Defendants have violated their legal rights to receive accurate wage statements and have misled them
2 about their actual rates of pay and wages earned. In addition, inaccurate information on their wage
3 statements have prevented immediate challenges to Defendants' unlawful pay practices, has required
4 discovery and mathematical computations to determine the amount of wages owed, has caused
5 difficulty and expense in attempting to reconstruct time and pay records, and/or has led to the
6 submission of inaccurate information about wages and deductions to federal and state government
7 agencies.

8 93. Pursuant to Labor Code section 226(e), Plaintiff, on behalf of himself and **Wage**
9 **Statement Class** members, seek the greater of actual damages or \$50.00 for the initial pay period in
10 which a violation of Labor Code section 226(a) occurred, and \$100.00 for each subsequent pay period
11 in which a violation of Labor Code section 226(a) occurred, not to exceed an aggregate penalty of
12 \$4000.00 per class member, as well as awards of reasonable attorneys' fees and costs.

13 **FIFTH CAUSE OF ACTION**

14 **FAILURE TO TIMELY PAY ALL FINAL WAGES**

15 **(Lab. Code §§ 201-203)**

16 **(Plaintiff and Waiting Time Penalties Sub-Class)**

17 94. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully alleged
18 herein.

19 95. At all relevant times, Plaintiff and **Waiting Time Penalties Sub-Class** members have
20 been entitled, upon the end of their employment with Defendants, to timely payment of all wages
21 earned and unpaid before termination or resignation.

22 96. At all relevant times, pursuant to Labor Code section 201, employees who have been
23 discharged have been entitled to payment of all final wages immediately upon termination.

24 97. At all relevant times, pursuant to Labor Code section 202, employees who have
25 resigned after giving at least seventy-two (72) hours notice of resignation have been entitled to
26 payment of all final wages at the time of resignation.

27 98. Plaintiff is informed and believes that, at all relevant time during the applicable
28 limitations period, Defendants have failed to timely pay **Waiting Time Penalties Sub-Class**

1 members all of their final wages in accordance with the Labor Code.

2 99. Plaintiff is informed and believes that, at all relevant times during the applicable
3 limitations period, Defendants have maintained a policy or practice of paying **Waiting Time**
4 **Penalties Sub-Class** members their final wages without regard to the requirements of Labor Code
5 sections 201 or 202 by failing to timely pay them all final wages.

6 100. Plaintiff is informed and believes and thereupon alleges that Defendants' failure to
7 timely pay all final wages to her and **Waiting Time Penalties Sub-Class** members have been willful
8 in that Defendants have the ability to pay final wages in accordance with Labor Code sections 201
9 and/or 202 but have intentionally adopted policies or practices that are incompatible with those
10 requirements.

11 101. Pursuant to Labor Code sections 203 and 218.6, Plaintiff, on behalf of himself and
12 **Waiting Time Penalties Sub-Class** members, seek waiting time penalties from the dates that their
13 final wages have first become due until paid, up to a maximum of thirty days, and interest thereon.

14 102. Pursuant to Code of Civil Procedure section 1021.5, the substantial benefit doctrine
15 and/or the common fund doctrine, Plaintiff, on behalf of himself and **Waiting Time Penalties Sub-**
16 **Class** members, seek awards of reasonable attorneys' fees and costs.

17 **SIXTH CAUSE OF ACTION**

18 **FAILURE TO INDEMNIFY**

19 **(Lab. Code § 2802)**

20 **(Plaintiff and Reimbursement Class)**

21 103. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully alleged
22 herein.

23 104. Labor Code section 2802(a) states:

24 An employer shall indemnify his or her employee for all necessary
25 expenditures or losses incurred by the employee in direct consequence
26 of the discharge of his or her duties, or of his or her obedience to the
directions of the employer, even though unlawful, unless the employee,
at the time of obeying the directions, believed them to be unlawful.

27 105. Plaintiff and **Expense Reimbursement Class Members** were not reimbursed for
28 business expenses incurred in executing their duties under Defendant's employ. Specifically, Plaintiff

1 and **Expense Reimbursement Class** members were required to use their personal cellular phones to
2 clock in and out of work as well as communicate on the job site, all necessary to perform their duties
3 under Defendants' employ. Additionally, Plaintiff and **Expense Reimbursement Class** members
4 were required to clean and maintain their uniforms, which were required to be worn by Defendants.
5 Plaintiff and **Expense Reimbursement Class** members were not reimbursed for these necessary
6 work-related expenses.

7 106. Accordingly, Plaintiff and **Expense Reimbursement Class** members are entitled to
8 restitution for all unpaid amounts due and owing to within four years of the date of the filing of the
9 Complaint and until the date of entry of judgment.

10 107. Plaintiff, on behalf of himself, and **Expense Reimbursement Class** members, seeks
11 interest thereon and costs pursuant to Labor Code section 218.6, and reasonable attorneys' fees
12 pursuant to Code of Civil Procedure section 1021.5.

13 **SEVENTH CAUSE OF ACTION**

14 **UNFAIR COMPETITION**

15 **(Bus. & Prof. Code §§ 17200 *et seq.*)**

16 **(Plaintiff and UCL Class)**

17 108. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully alleged
18 herein.

19 109. Business and Professions Code section 17200 defines "unfair competition" to include
20 any unlawful business practice.

21 110. Business and Professions Code section 17203-17204 allow a person who has lost
22 money or property as a result of unfair competition to bring a class action in accordance with Code
23 of Civil Procedure section 382 to recover money or property that may have been acquired from
24 similarly situated persons by means of unfair competition.

25 111. California law requires employers to pay hourly, non-exempt employees for all hours
26 they are permitted or suffered to work, including hours that the employer knows or reasonable should
27 know that employees have worked.

28 112. Plaintiff and the **UCL Class** members re-alleges and incorporates the FIRST,

1 SECOND, THIRD, and SIXTH causes of action herein.

2 113. Plaintiff lost money or property as a result of the aforementioned unfair competition.

3 114. Defendants have or may have acquired money by means of unfair competition.

4 115. Plaintiff is informed and believes and thereupon alleges that by committing the Labor
5 Code violations described in this Complaint, Defendants violated Labor Code sections 215, 216, 225,
6 226.6, 226.7, 227.3, 354, 408, 512, 510, 553, 1175, 1174, 1194, 1194.2, 1197, 1197.1, 1198, 1199,
7 and 2802 as well as applicable Wage Orders, which make it a misdemeanor to commit the violations
8 alleged herein.

9 116. Defendants have committed criminal conduct through their policies and practices of,
10 *inter alia*, failing to comport with their affirmative obligations as an employer to: provide non-exempt
11 employees with compliant meal and rest periods; pay for all hours worked at the proper rates of pay;
12 proper sick time pay; reporting time pay; and reimbursement for necessary business expenditures.

13 117. Defendants' unlawful conduct as alleged in this Complaint amounts to and constitutes
14 unfair competition within the meaning of Business and Professions Code section 17200 *et seq.*
15 Business and Professions Code sections 17200 *et seq.* protects against unfair competition and allows
16 a person who has suffered an injury-in-fact and has lost money or property as a result of an unfair,
17 unlawful or fraudulent business practice to seek restitution on his own behalf and on behalf of
18 similarly situated persons in a class action proceeding.

19 118. As a result of Defendants' violations of the Labor Code during the applicable
20 limitations period, Plaintiff has suffered an injury-in-fact and has lost money or property in the form
21 of earned wages. Specifically, Plaintiff has lost money or property as a result of Defendants' conduct.

22 119. Plaintiff is informed and believes that other similarly situated persons have been
23 subject to the same unlawful policies or practices of Defendants.

24 120. Due to the unfair and unlawful business practices in violation of the Labor Code,
25 Defendants have gained a competitive advantage over other comparable companies doing business in
26 the State of California that comply with their legal obligations.

27 121. California's Unfair Competition Law ("UCL") permits civil recovery and injunctive
28 for "any unlawful, unfair or fraudulent business act or practice," including if a practice or act violates

1 or is considered unlawful under any other state or federal law.

2 122. Accordingly, pursuant to Business and Professions Code sections 17200 and 17203,
3 Plaintiffs request the issuance of temporary, preliminary and permanent injunctive relief enjoining
4 Defendants, and each of them, and their agents and employees, from further violations of the Labor
5 Code and applicable Wage Orders.

6 123. Accordingly, pursuant to Bus. & Prof. Code sections 17200 and 17203, Plaintiff
7 requests the issuance of temporary, preliminary and permanent injunctive relief enjoining
8 Defendants, and each of them, and their agents and employees, from further violations of the Labor
9 Code and applicable Industrial Welfare Commission Wage Orders; and upon a final hearing seek an
10 order permanently enjoining Defendants, and each of them, and their respective agents and
11 employees, from further violations of the Labor Code and applicable Industrial Welfare Commission
12 Wage Orders.

13 124. Pursuant to Business and Professions Code section 17203, Plaintiff, on behalf of
14 himself and **UCL Class** members, seek declaratory relief and restitution of all monies rightfully
15 belonging to them that Defendants did not pay them or otherwise retained by means of its unlawful
16 and unfair business practices.

17 125. Pursuant to Code of Civil Procedure section 1021.5, the substantial benefit doctrine
18 and/or the common fund doctrine, Plaintiff and **UCL Class** members are entitled to recover
19 reasonable attorneys' fees in connection with their unfair competition claims.

20 126. Pursuant to Business and Professions Code section 17203, Plaintiff, on behalf of
21 himself and **UCL Class** members, seek declaratory relief and restitution of all monies rightfully
22 belonging to them that Defendants did not pay them or otherwise retained by means of its unlawful
23 and unfair business practices.

24 127. Pursuant to Code of Civil Procedure section 1021.5, the substantial benefit doctrine
25 and/or the common fund doctrine, Plaintiff and **UCL Class** members are entitled to recover
26 reasonable attorneys' fees in connection with their unfair competition claims.

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1 **EIGHTH CAUSE OF ACTION**

2 **CIVIL PENALTIES**

3 **(Lab. Code §§ 2698, *et seq.*)**

4 128. Plaintiff incorporates the preceding paragraphs as if fully alleged herein.

5 129. During the applicable limitations period, Defendants have violated Labor Code §§
6 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 515, 558, 558.1, 1174, 1174.5, 1182.12, 1185,
7 1194, 1194.2, 1197, 1198, 1199, 2698, 2699, *et seq.*, and 2802.¹

8 130. Labor Code §§ 2699(a) and (g) authorize an aggrieved employee, on behalf of himself
9 and other current and former employees, to bring a representative civil action to recover civil penalties
10 pursuant to the procedures set forth in Labor Code § 2699.3 that may, but need not, be brought or
11 maintained as a class action pursuant to Code of Civil Procedure section 382.

12 131. Plaintiff, a former employee against whom Defendants committed one or more of the
13 alleged Labor Code violations during the applicable limitations period, is an aggrieved employee
14 within the meaning of Labor Code § 2699(c). Plaintiff was employed by Defendants as a non-exempt
15 hourly employee in California. Aggrieved Employees include all non-exempt hourly employees of
16 Defendants within the state of California from one year prior to the date of this letter and continuing
17 through the present (Plaintiff and Aggrieved Employees are collectively referred to herein as
18 “Aggrieved Employees”)

19 132. Plaintiff has complied with the procedures for bringing suit specified in Labor Code §
20 2699.3. Notice was provided to the California Labor & Workforce Development Agency (“LWDA”)
21 and 65 days have elapsed without the LWDA providing Plaintiff with any notice of an intent to
22 investigate.

23 133. Pursuant to Labor Code sections 2699(a) and (f), Plaintiff seeks the following civil
24 penalties for Defendants’ violations of Labor Code §§ 201, 202, 203, 204, 223, 226.7, 226(a), 510,
25 _____

26 ¹ Plaintiff hereby reserves the right to seek penalties on behalf of all Aggrieved Employees, for
27 Defendants’ violations of the applicable provisions of the Labor Code, suffered by Aggrieved
28 Employees, but not directly suffered by Plaintiff under *Huff v. Securitas Security Services USA, Inc.*
(2018) 23 Cal.App.5th 745.

1 512, 1174, 1194, 1194.2, 1197, 1197.1, 1198, and 2802:

- 2 i. For violations of Labor Code §§ 201, 202, 203, 226.7, 1174, 1194, 1198 and
3 2802, one hundred dollars (\$100) for each employee per pay period for each
4 initial violation and two hundred dollars (\$200) for each employee per pay
5 period for each subsequent violation (penalties set by Labor Code §
6 2699(f)(2));
- 7 ii. For violations of Labor Code § 203, a penalty in an amount not exceeding thirty
8 (30) days' pay as waiting time (penalties set by Labor Code § 256);
- 9 iii. For violations of Labor Code § 204, one hundred dollars (\$100) for each
10 employee for each initial violation that was neither willful nor intentional, two
11 hundred dollars (\$200) for each employee, plus 25% of the amount unlawfully
12 withheld from each employee, for each initial violation that was either willful
13 or intentional, and two hundred dollars (\$200) for each employee, plus twenty-
14 five percent (25%) of the amount unlawfully withheld from each employee,
15 for each subsequent violation, regardless of whether the subsequent violation
16 was either willful or intentional (penalties set by Labor Code § 210);
- 17 iv. For violations of Labor Code § 223, one hundred dollars (\$100) for each
18 employee for each initial violation that was neither willful nor intentional, two
19 hundred dollars (\$200) for each employee, plus twenty-five percent (25%) of
20 the amount unlawfully withheld from each employee, for each initial violation
21 that was either willful or intentional, and two hundred dollars (\$200) for each
22 employee, plus twenty-five percent (25%) of the amount unlawfully withheld
23 from each employee, for each subsequent violation, regardless of whether the
24 subsequent violation was either willful or intentional (penalties set by Labor
25 Code § 225.5);
- 26 v. For violations of Labor Code § 226(a), if this action is deemed to be an initial
27 citation, two hundred and fifty dollars (\$250) for each employee for each
28 violation. Alternatively, if an initial citation or its equivalent occurred before

1 the filing of this action, one thousand dollars (\$1,000) for each employee for
2 each violation (penalties set by Labor Code § 226.3);

3 vi. For violation of Labor Code §§ 510 and 512, fifty dollars (\$50) for each
4 employee for each initial pay period for which the employee was underpaid,
5 and one hundred dollars (\$100) for each employee for each subsequent pay
6 period for which the employee was underpaid (penalties set by Labor Code §
7 558);

8 vii. For violations of Labor Code § 1197, one hundred dollars (\$100) for each
9 aggrieved employee for each initial violation of Labor Code § 1197 that was
10 intentional and two hundred and fifty dollars (\$250) for each aggrieved
11 employee per pay period for each subsequent violation of Labor Code § 1197,
12 regardless of whether the initial violation was intentional (penalties set by
13 Labor Code § 1197.1);

14 viii. Pursuant to Labor Code § 2699(g), Plaintiff seeks an award of reasonable
15 attorneys' fees and costs in connection with Plaintiff's claims for civil
16 penalties.

17 **PRAYER FOR RELIEF**

18 WHEREFORE, Plaintiff, on behalf of himself, all others similarly situated, and the general
19 public, prays for relief and judgment against Defendants as follows:

- 20 a. An order that the action be certified as a class action;
21 b. An order that Plaintiff be appointed class representative;
22 c. An order that counsel for Plaintiff be appointed class counsel;
23 d. Unpaid wages and overtime;
24 e. Actual damages;
25 f. Liquidated damages;
26 g. Unreimbursed expenses;
27 h. Restitution;
28 i. Declaratory relief;

- j. Pre-judgment interest;
- k. Statutory penalties;
- l. Civil penalties;
- m. Costs of suit;
- n. Reasonable attorneys' fees; and
- o. Such other relief as the Court deems just and proper.

Dated: November 22, 2023

D.LAW, INC.



Emil Davtyan
David Yerejian
David Keledjian
David Arakelyan
Attorneys for Plaintiff
JOSEPH LUIS MARTIN, and the putative class

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DEMAND FOR JURY TRIAL

Plaintiff, on behalf of himself, all other similarly situated, and the general public, hereby demands a jury trial on all issues so triable.

Dated: November 22, 2023

D.LAW, INC.



Emil Davtyan
David Yeremian
David Keledjian
David Arakelyan
Attorneys for Plaintiff
JOSEPH LUIS MARTIN, and the putative class

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I am employed in the aforesaid county, State of California; I am over the age of 18 years and not a party to the within action; my business address is 880 E Broadway, Glendale, CA 91205.

Silver Strand, Inc.

Workyard Holdings, Inc.**Workyard, Inc.**

[X] (BY MAIL) I placed such envelope with postage thereon fully paid in the United States mail at Glendale, California. I am "readily familiar" with this firm's practice of collecting and processing correspondence for mailing. It is deposited with U.S. Postal Service on that same day in the ordinary course of business. I am aware that on motion of party served, service is presumed invalid if postal cancellation date or postage meter date is more than 1 day after date of deposit for mailing in affidavit.

☐ **(BY OVERNIGHT DELIVERY)** I enclosed the documents in an envelope or package provided by an overnight delivery carrier and addressed to the persons at the address above. I placed the envelope or package for collection and overnight delivery at an office or a regularly utilized drop box of the overnight delivery carrier.

Executed on November 22, 2023, at Glendale, California

Jordan Floyd

EXHIBIT 3

Martin v. Silver Strand, Inc.
Litigation Costs

Service Date	Details	Provider	Amount
09/20/2023	LWDA Submission	LWDA	\$ 75.00
09/20/2023	Certified Postage - LWDA Mailing	STAMPS.COM, INC	\$ 46.70
09/21/2023	Case Initiation, Filing Summons and Complaint	Proceed	\$ 1,495.30
09/27/2023	Declaration of Non-Service - Workyard Holdings, Inc.	Proceed	\$ 25.75
09/28/2023	Substitute Service of Silver Strand, Inc.	Proceed	\$ 123.60
10/02/2023	Efiling of Proof of Service of Summons	Proceed	\$ 17.12
10/03/2023	Declaration of Non-Service - Workyard Holdings, Inc.	Proceed	\$ 87.55
10/03/2023	Process Serving for Workyard, Inc.	Proceed	\$ 25.75
11/01/2023	Substitute Service of Workyard Holdings, Inc.	Proceed	\$ 77.25
11/01/2023	Substitute Service of Workyard Inc.	Proceed	\$ 77.25
11/06/2023	Efiling of Proof of Service of Summons	Proceed	\$ 17.12
11/27/2023	Efiling of First Amended Complaint	Proceed	\$ 17.12
12/21/2023	Efiling of Notice of Unavailability of Counsel	Proceed	\$ 17.12
01/18/2024	Request for Dismissal;DK Declaration; [P] Order	Proceed	\$ 15.06
04/03/2024	Request for Dismissal;DK Declaration; [P] Order (Rejected)	Proceed	\$ 11.33
04/15/2024	Request for Dismissal;DK Declaration;[P] Order	Proceed	\$ 35.79
06/07/2024	Mediation Fee	JAMS, Inc.	\$ 10,500.00
09/20/2024	Notice of Change of Address	Proceed	\$ 15.19
09/27/2024	Process Serving for Workyard Inc.	Proceed	\$ 87.55
11/20/2024	Association of Attorney	Proceed	\$ 15.19
02/28/2025	Association of Attorney	Proceed	\$ 16.69
05/30/2025	Stipulation and [Proposed] Order	Proceed	\$ 38.23
12/11/2025	Notice of Change of Attorney	Proceed	\$ 17.53
12/16/2025	Notice of Unavailability	Proceed	\$ 17.53
02/04/2026	Notice of Change of Attorney	Proceed	\$ 17.53
03/25/2026	Proposed Order, Declaration, [Proposed] Order	Proceed	\$ 11.39
03/25/2026	Notice of Change of Address, Disassociation of Attomey	Proceed	\$ 17.53
03/26/2026	Request for Dismissal, [Proposed] Order	Proceed	\$ 38.23
FUTURE	Motion for Approval of PAGA Settlement	Rapid Legal	\$ 85.00
FUTURE	Decl of Class Admin re Final Distribution	Rapid Legal	\$ 17.53
FUTURE	Ntc of Entry of Final Order & Judgment	Rapid Legal	\$ 17.53

Total	\$ 13,077.46
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EXHIBIT 4

Row Labels	Sum of Billable Time
David Arakelyan	45.8
Norayr Zakaryan	30.9
Enoch Kim	28.5
Marta Manus	5.1
Kevin Burns	2.6
Jordan Floyd	1.4
Katheryn Perez	1.3
Silvia Pimentel	1.1
Jonathan Morataya	1.0
Sasha Zambrano	1.0
Brent Insua	0.5
Grand Total	119.2

Attorney	Total Time	Rate	Total Billable Amount
David Arakelyan	45.8	\$ 585.00	\$ 26,793.00
Norayr Zakaryan	30.9	\$ 475.00	\$ 14,677.50
Enoch Kim	28.5	\$ 1,045.00	\$ 29,782.50
Marta Manus	5.1	\$ 950.00	\$ 4,845.00
Kevin Burns	2.6	\$ 475.00	\$ 1,235.00
Total	112.9		\$ 77,333.00

Paralegal	Total Time	Rate	Total Billable Amount
Jordan Floyd	1.4	\$ 250.00	\$ 350.00
Katheryn Perez	1.3	\$ 250.00	\$ 325.00
Silvia Pimentel	1.1	\$ 350.00	\$ 385.00
Jonathan Morataya	1	\$ 300.00	\$ 300.00
Sasha Zambrano	1	\$ 250.00	\$ 250.00
Brent Insua	0.5	\$ 275.00	\$ 137.50
Total	6.3		\$ 1,747.50

Grand Total	Total Time		Total Billable Amount
Attorneys	112.9		\$ 77,333.00
Paralegals	6.3		\$ 1,747.50
Total	119.2		\$ 79,080.50

Case Number	Case Title	Date	Billable Time	Attorney/Paralegal	Notes
207706	Martin v. Silver Strand, Inc.	9/7/23	1.1	Silvia Pimentel	Opened case, uploaded all docs
207706	Martin v. Silver Strand, Inc.	9/15/23	0.3	David Arakelyan	Review summary and claims for complaint; correspond with DY
207706	Martin v. Silver Strand, Inc.	9/15/23	2	David Arakelyan	Draft complaint
207706	Martin v. Silver Strand, Inc.	9/19/23	1.3	David Arakelyan	Draft PAGA letter
207706	Martin v. Silver Strand, Inc.	9/20/23	0.1	Jordan Floyd	Plan and prepare for re Case Management Conference deadlines.
207706	Martin v. Silver Strand, Inc.	9/27/23	0.1	David Arakelyan	Review status of service; communicate re: alternatives
207706	Martin v. Silver Strand, Inc.	9/27/23	0.9	David Arakelyan	WT intake with client
207706	Martin v. Silver Strand, Inc.	9/27/23	0.2	David Arakelyan	Review summary, file and docs re: WT
207706	Martin v. Silver Strand, Inc.	9/29/23	0.1	David Arakelyan	Check status of CMC; email staff re: updating calendar
207706	Martin v. Silver Strand, Inc.	9/29/23	0.1	Jordan Floyd	Document/File Management re uploading summons and complaint documents.
207706	Martin v. Silver Strand, Inc.	10/2/23	0.2	Jordan Floyd	Document/File Management re file Proof of Service of Summons.
207706	Martin v. Silver Strand, Inc.	10/3/23	0.1	Jordan Floyd	Review/analyze re check status of documents for Case Management Conference.
207706	Martin v. Silver Strand, Inc.	10/4/23	0.1	David Arakelyan	Follow up re: CMC order/CMS sheet update
207706	Martin v. Silver Strand, Inc.	10/10/23	0.2	David Arakelyan	Follow up on service of complaint, POSS and submission to court
207706	Martin v. Silver Strand, Inc.	10/13/23	0.1	David Arakelyan	Follow up on POSS filing and the status of service on Workday
207706	Martin v. Silver Strand, Inc.	10/18/23	0.2	David Arakelyan	Follow up on status of service on Workyard entities; locate new address; instruct JF to initiate service at new address
207706	Martin v. Silver Strand, Inc.	10/18/23	0.1	David Arakelyan	Confirm case is not stayed by court
207706	Martin v. Silver Strand, Inc.	10/20/23	0.1	David Arakelyan	Discuss service address issues with JF
207706	Martin v. Silver Strand, Inc.	10/24/23	0.1	David Arakelyan	Follow up with JF re: service on add'l D's (pending)
207706	Martin v. Silver Strand, Inc.	10/24/23	0.2	David Arakelyan	Search for/confirm address for Workyard Defendants
207706	Martin v. Silver Strand, Inc.	10/27/23	0.5	Jordan Floyd	Draft/revise re sent process serving order for Defendants Workyard Inc. and Workyard Holdings Inc.
207706	Martin v. Silver Strand, Inc.	10/27/23	0.2	Jordan Floyd	Communicate (in firm) re discussed possible addresses to serve two Defendants.
207706	Martin v. Silver Strand, Inc.	10/27/23	1.7	Kevin Burns	Drafted discovery requests set one
207706	Martin v. Silver Strand, Inc.	10/30/23	0.1	David Arakelyan	Review CMO; update CMC details and f/up on PAGA deadline;
207706	Martin v. Silver Strand, Inc.	10/30/23	0.1	David Arakelyan	Follow up on POSS status (service initiated, no updates)
207706	Martin v. Silver Strand, Inc.	10/30/23	0.4	David Arakelyan	Review discovery and address issues; create service task with instructions;
207706	Martin v. Silver Strand, Inc.	11/1/23	0.1	David Arakelyan	Confirmed service on WorkYard on RapidLegal; still waiting for POSS
207706	Martin v. Silver Strand, Inc.	11/1/23	0.1	David Arakelyan	Follow up with JF and KB re: discovery update after service
207706	Martin v. Silver Strand, Inc.	11/1/23	0.3	Kevin Burns	Revised discovery requests
207706	Martin v. Silver Strand, Inc.	11/7/23	0.1	David Arakelyan	Confirm service on Workyard and filing of POSS/court docket
207706	Martin v. Silver Strand, Inc.	11/14/23	0.1	David Arakelyan	Follow up on status of responsive pleading from Silver Strand (none)
207706	Martin v. Silver Strand, Inc.	11/16/23	0.3	David Arakelyan	Draft FAC; check for PAGA-specific issues
207706	Martin v. Silver Strand, Inc.	11/16/23	0.1	David Arakelyan	Review email from Workyard counsel
207706	Martin v. Silver Strand, Inc.	11/16/23	0.6	David Arakelyan	Draft deposition subpoena, notice and attachment
207706	Martin v. Silver Strand, Inc.	11/21/23	0.2	David Arakelyan	Call with client re: dismissal of Workyard Defendants, minimum demand, etc. Follow up email to confirm conversation
207706	Martin v. Silver Strand, Inc.	12/6/23	0.1	David Arakelyan	Review OC email and status of subpoena; note to DK re: case
207706	Martin v. Silver Strand, Inc.	12/6/23	0.1	David Arakelyan	Respond to OC re: declaration and demand
207706	Martin v. Silver Strand, Inc.	12/12/23	0.2	David Arakelyan	Review discovery and service related issues; draft email to DK and Kevin re: meet/confer/deadline; update case sheet with new OC info
207706	Martin v. Silver Strand, Inc.	12/13/23	0.5	David Arakelyan	Draft discovery letter to Defendant
207706	Martin v. Silver Strand, Inc.	12/13/23	0.1	David Arakelyan	Review OC deadline to submit discovery responses; email to DK
207706	Martin v. Silver Strand, Inc.	12/13/23	0.1	David Arakelyan	Review OC email and declaration re: class size; note to DK
207706	Martin v. Silver Strand, Inc.	12/14/23	0.1	David Arakelyan	Verify PAGA filing/date, update PAGA list
207706	Martin v. Silver Strand, Inc.	12/15/23	0.3	David Arakelyan	Review discovery responses and identify objections
207706	Martin v. Silver Strand, Inc.	12/15/23	1.8	David Arakelyan	Draft meet and confer letter to Defendant re: discovery
207706	Martin v. Silver Strand, Inc.	12/15/23	0.1	David Arakelyan	Email OC re: e-service
207706	Martin v. Silver Strand, Inc.	12/18/23	0.1	David Arakelyan	Email OC with meet and confer letter
207706	Martin v. Silver Strand, Inc.	12/20/23	0.3	David Arakelyan	Review status of case, discovery, meet and confer efforts; update notes; note to DK re: follow up items
207706	Martin v. Silver Strand, Inc.	1/4/24	0.1	David Arakelyan	Discussion with DK re: case and discovery status
207706	Martin v. Silver Strand, Inc.	1/5/24	0.1	David Arakelyan	Review status of Workyard Defendants; review declaration; create task for dismissal drafting
207706	Martin v. Silver Strand, Inc.	1/5/24	0.1	David Arakelyan	Review court docket and emails; update case list
207706	Martin v. Silver Strand, Inc.	1/5/24	0.6	Kevin Burns	Drafted dismissal papers for Defendants Workyard, Inc. and Workyard Holdings, Inc.
207706	Martin v. Silver Strand, Inc.	1/5/24	0	Kevin Burns	Spoke with client [REDACTED]
207706	Martin v. Silver Strand, Inc.	1/5/24	0.2	David Arakelyan	Review and revise dismissal request for Workyard Defendants
207706	Martin v. Silver Strand, Inc.	1/8/24	0.2	David Arakelyan	Review documents and attempt to find summary; fill out the info on damage analysis model
207706	Martin v. Silver Strand, Inc.	1/8/24	0	David Arakelyan	Phone call with client to confirm rate of pay
207706	Martin v. Silver Strand, Inc.	1/10/24	0.2	David Arakelyan	Review status and outstanding items re: Defendant Workyard; note to DK
207706	Martin v. Silver Strand, Inc.	1/11/24	0	Katheryn Perez	tagging calendared events to the case.
207706	Martin v. Silver Strand, Inc.	1/12/24	0.2	David Arakelyan	Review and discuss dismissal of the Workyard Defendant and the potential settlement offer to OC
207706	Martin v. Silver Strand, Inc.	1/12/24	0	Katheryn Perez	Tagging calendared event to the case.
207706	Martin v. Silver Strand, Inc.	1/16/24	0.1	David Arakelyan	Email OC re: dismissal
207706	Martin v. Silver Strand, Inc.	1/16/24	0.1	David Arakelyan	Finalize the dismissal paperwork; task JF with filing, etc.
207706	Martin v. Silver Strand, Inc.	1/16/24	0.2	David Arakelyan	Email Workyard OC re: settlement
207706	Martin v. Silver Strand, Inc.	1/18/24	0.1	David Arakelyan	Respond to OC request re: call today
207706	Martin v. Silver Strand, Inc.	1/18/24	0.1	David Arakelyan	Email OC re: call tomorrow; send Teams link
207706	Martin v. Silver Strand, Inc.	1/19/24	0.2	David Arakelyan	Call and follow up email with OC re: settlement/answer
207706	Martin v. Silver Strand, Inc.	1/19/24	0	David Arakelyan	Add notes to the case sheet
207706	Martin v. Silver Strand, Inc.	1/31/24	0.1	David Arakelyan	Follow up with Workyard OC re: settlement offer
207706	Martin v. Silver Strand, Inc.	2/7/24	0.2	David Arakelyan	Review Workyard arbitration agreement
207706	Martin v. Silver Strand, Inc.	2/7/24	0.1	David Arakelyan	Review OC email re: merits of the claims, counter offer re: settlement; note to DK
207706	Martin v. Silver Strand, Inc.	2/7/24	0.3	David Arakelyan	Draft mediation data request for DK/DY approval
207706	Martin v. Silver Strand, Inc.	2/7/24	0.1	David Arakelyan	Draft response to OC re: CMC, mediation and discovery
207706	Martin v. Silver Strand, Inc.	2/7/24	0.1	Katheryn Perez	Uploading conformed copy of FAC to LWDA website.
207706	Martin v. Silver Strand, Inc.	2/8/24	0.1	David Arakelyan	Respond to OC re: mediation and stay of discovery
207706	Martin v. Silver Strand, Inc.	2/8/24	0.1	David Arakelyan	Email mediation data request to OC
207706	Martin v. Silver Strand, Inc.	2/12/24	0.1	David Arakelyan	Review OC emails and MTC deadline
207706	Martin v. Silver Strand, Inc.	2/12/24	0.1	David Arakelyan	Email new OC re: MTC deadline extension and e-service
207706	Martin v. Silver Strand, Inc.	2/12/24	0.1	David Arakelyan	Update case notes
207706	Martin v. Silver Strand, Inc.	2/12/24	0.1	David Arakelyan	Update OC information in Silver Strand on case list; create task for JF re; new POS
207706	Martin v. Silver Strand, Inc.	2/12/24	0.1	David Arakelyan	Discuss settlement-related issues with DK
207706	Martin v. Silver Strand, Inc.	2/12/24	0.1	David Arakelyan	Check CMC date and calendaring issue; email JF with question
207706	Martin v. Silver Strand, Inc.	2/12/24	0.1	David Arakelyan	Resend mediation info to OC

Case Number	Case Title	Date	Billable Time	Attorney/Paralegal	Notes
207706	Martin v. Silver Strand, Inc.	2/12/24	0.1	David Arakelyan	Respond to OC re: mediators
207706	Martin v. Silver Strand, Inc.	2/13/24	0.1	David Arakelyan	Do settlement-related calculations; discuss minimum and counter with DK
207706	Martin v. Silver Strand, Inc.	2/13/24	0.1	David Arakelyan	Review OC email ahead of client call
207706	Martin v. Silver Strand, Inc.	2/13/24	0.3	David Arakelyan	Call with client re: circumstances of employment/email from Workyard OC
207706	Martin v. Silver Strand, Inc.	2/13/24	0.1	David Arakelyan	Email client [REDACTED]
207706	Martin v. Silver Strand, Inc.	2/13/24	0.6	David Arakelyan	Draft response to OC re: settlement issues
207706	Martin v. Silver Strand, Inc.	2/13/24	0.1	David Arakelyan	Email response to OC re: settlement
207706	Martin v. Silver Strand, Inc.	2/14/24	0	David Arakelyan	Review and update CMS deadline
207706	Martin v. Silver Strand, Inc.	2/14/24	0.1	David Arakelyan	Create tasks related to case in Ring; update case notes; notes to DK re: both D's
207706	Martin v. Silver Strand, Inc.	2/15/24	0.7	David Arakelyan	Draft initial CMS
207706	Martin v. Silver Strand, Inc.	2/15/24	0.1	David Arakelyan	Follow up with Linh Hua re: bounced emails to OC
207706	Martin v. Silver Strand, Inc.	2/15/24	0.1	David Arakelyan	Email OC and team re: CMS and upcoming deadlines/mediation
207706	Martin v. Silver Strand, Inc.	2/16/24	0.1	David Arakelyan	Review Workyard OC email re: settlement and email DK
207706	Martin v. Silver Strand, Inc.	2/20/24	0.2	David Arakelyan	Discuss the extension issue with DK; research case history
207706	Martin v. Silver Strand, Inc.	2/20/24	0.2	David Arakelyan	Email OC re: responsive pleading deadline (Workyard)
207706	Martin v. Silver Strand, Inc.	2/20/24	0.1	David Arakelyan	Reply to DK re: negotiation history (re: settlement with Workyard)
207706	Martin v. Silver Strand, Inc.	2/20/24	0.1	David Arakelyan	Call with client re: Workyard offer
207706	Martin v. Silver Strand, Inc.	2/20/24	0	David Arakelyan	Review status of client's WT claims; note to DK
207706	Martin v. Silver Strand, Inc.	2/20/24	0.1	David Arakelyan	Draft response to OC re: settlement
207706	Martin v. Silver Strand, Inc.	2/20/24	0.1	David Arakelyan	Follow up email to OC re: MTC deadline, mediation, etc.
207706	Martin v. Silver Strand, Inc.	2/20/24	0.2	David Arakelyan	Email/phone call to Sabraw's office re: mediation
207706	Martin v. Silver Strand, Inc.	2/20/24	0.1	David Arakelyan	Correspond with OC re: CMS and call tomorrow
207706	Martin v. Silver Strand, Inc.	2/20/24	0.1	David Arakelyan	Correspond with Workyard OC re: settlement
207706	Martin v. Silver Strand, Inc.	2/21/24	0	David Arakelyan	Confirm mediation data request was sent to OC
207706	Martin v. Silver Strand, Inc.	2/21/24	0.1	David Arakelyan	Calendar call with Silver Strand OC
207706	Martin v. Silver Strand, Inc.	2/21/24	0.1	David Arakelyan	Discussion with DK re: CMC, mediation, etc.
207706	Martin v. Silver Strand, Inc.	2/21/24	0.1	David Arakelyan	Prepare for call with OC
207706	Martin v. Silver Strand, Inc.	2/21/24	0.7	David Arakelyan	Conversation with OC; follow up email
207706	Martin v. Silver Strand, Inc.	2/21/24	0.1	David Arakelyan	Review mediation email from Sabraw's office
207706	Martin v. Silver Strand, Inc.	2/21/24	0.1	David Arakelyan	Note to DK re: mediation dates and terms
207706	Martin v. Silver Strand, Inc.	2/21/24	0.1	David Arakelyan	Email Brand office re: retainer
207706	Martin v. Silver Strand, Inc.	2/21/24	0.1	David Arakelyan	Call with client [REDACTED]
207706	Martin v. Silver Strand, Inc.	2/21/24	0.1	David Arakelyan	Follow up email to client [REDACTED]
207706	Martin v. Silver Strand, Inc.	2/21/24	0.1	David Arakelyan	Email OC re: acceptance of settlement offer from Workyard
207706	Martin v. Silver Strand, Inc.	2/22/24	0.1	David Arakelyan	Respond to OC officer re: e-service list
207706	Martin v. Silver Strand, Inc.	2/22/24	0.2	David Arakelyan	Review calendar and respond to mediator re: mediation dates
207706	Martin v. Silver Strand, Inc.	2/22/24	0.1	David Arakelyan	Update case sheet and board with mediation information
207706	Martin v. Silver Strand, Inc.	2/26/24	0.3	David Arakelyan	Review settlement agreement with Workyard
207706	Martin v. Silver Strand, Inc.	2/26/24	0.1	David Arakelyan	Review settlement agreement provisions with DK
207706	Martin v. Silver Strand, Inc.	2/27/24	0.1	David Arakelyan	Follow up with mediator Sabraw and OC re: mediation date selection
207706	Martin v. Silver Strand, Inc.	2/27/24	0.1	David Arakelyan	Email OC withdrawing request 2(e) re: wage theft from mediation data request
207706	Martin v. Silver Strand, Inc.	2/27/24	0	David Arakelyan	Check docket re: CMC (still pending); note to DK re: appearance
207706	Martin v. Silver Strand, Inc.	2/28/24	0.2	David Arakelyan	Review/discuss settlement agreement and various legal issues surrounding claims with DK
207706	Martin v. Silver Strand, Inc.	2/29/24	0.1	David Arakelyan	Follow up with JF re: CMC hearing set up
207706	Martin v. Silver Strand, Inc.	2/29/24	0.1	David Arakelyan	Discuss mediation issues with DK
207706	Martin v. Silver Strand, Inc.	2/29/24	0.2	David Arakelyan	Email mediator re: new counsel and availability
207706	Martin v. Silver Strand, Inc.	2/29/24	0.1	David Arakelyan	Respond to OC email re: mediation and service list
207706	Martin v. Silver Strand, Inc.	2/29/24	0.1	David Arakelyan	Update case notes with new OC info
207706	Martin v. Silver Strand, Inc.	3/1/24	0.2	David Arakelyan	Email Sabraw's office regarding issues with dates/availability
207706	Martin v. Silver Strand, Inc.	3/1/24	0.2	David Arakelyan	Follow up on CMC: check docket, tentative rulings, court Zoom link, email DK and JF with instructions
207706	Martin v. Silver Strand, Inc.	3/1/24	0.1	David Arakelyan	Respond to Workyard OC re: settlement agreement status
207706	Martin v. Silver Strand, Inc.	3/1/24	0.1	David Arakelyan	Email mediator's office re: July 10 reservation
207706	Martin v. Silver Strand, Inc.	3/1/24	0.1	David Arakelyan	Review email postponing CMC
207706	Martin v. Silver Strand, Inc.	3/4/24	0.1	David Arakelyan	Email mediator's office re: representation
207706	Martin v. Silver Strand, Inc.	3/4/24	0.1	David Arakelyan	Add CMC to list and case sheet
207706	Martin v. Silver Strand, Inc.	3/4/24	0	David Arakelyan	Confirm discovery deadlines
207706	Martin v. Silver Strand, Inc.	3/5/24	0.1	David Arakelyan	Discuss joint stip with DK
207706	Martin v. Silver Strand, Inc.	3/5/24	0.1	David Arakelyan	Update joint stip
207706	Martin v. Silver Strand, Inc.	3/5/24	0.1	David Arakelyan	Respond to OC re: joint stipulation filing
207706	Martin v. Silver Strand, Inc.	3/6/24	0.1	David Arakelyan	Add info re: mediation to the case list; update case list with recent developments; create tasks for DA
207706	Martin v. Silver Strand, Inc.	3/6/24	0.3	David Arakelyan	Respond to Sabraw's office re: mediation details; send FAC and lists of attendees, etc.
207706	Martin v. Silver Strand, Inc.	3/6/24	0.1	David Arakelyan	Email to mediator's office re: cancellation policy
207706	Martin v. Silver Strand, Inc.	3/6/24	0.1	David Arakelyan	Create task for JF to calendar mediation-related deadlines; list deadlines
207706	Martin v. Silver Strand, Inc.	3/6/24	0.1	David Arakelyan	Review email from Workyard OC re: settlement agrmt and changes made
207706	Martin v. Silver Strand, Inc.	3/7/24	0.1	David Arakelyan	Follow up with JF re: sending SA to client for signature; retrieve SA
207706	Martin v. Silver Strand, Inc.	3/7/24	0	David Arakelyan	Call/voicemail to client re: settlement agreement
207706	Martin v. Silver Strand, Inc.	3/7/24	0.1	David Arakelyan	Call with client re: settlement agreement
207706	Martin v. Silver Strand, Inc.	3/7/24	0.1	David Arakelyan	Discussion with DK re: settlement
207706	Martin v. Silver Strand, Inc.	3/7/24	0.1	David Arakelyan	Email OC with signed settlement agreement (Workyard)
207706	Martin v. Silver Strand, Inc.	3/7/24	0.1	David Arakelyan	Retrieve and review CMO; calendar related items
207706	Martin v. Silver Strand, Inc.	3/7/24	0.1	David Arakelyan	Review court docket for status of stipulation (no update)
207706	Martin v. Silver Strand, Inc.	3/11/24	0.1	David Arakelyan	Fill out W-9 Form for client
207706	Martin v. Silver Strand, Inc.	3/11/24	0.1	David Arakelyan	Follow up with DK re: Sabraw's fee rate signature issue and deadlines
207706	Martin v. Silver Strand, Inc.	3/11/24	0.1	David Arakelyan	Check court docket re: joint stip (no update)
207706	Martin v. Silver Strand, Inc.	3/12/24	0.2	David Arakelyan	Review mediator's letter and dates/deadlines; retrieve and send to JF/Natalia for calendaring and payment
207706	Martin v. Silver Strand, Inc.	3/14/24	0.1	David Arakelyan	Call with client [REDACTED]
207706	Martin v. Silver Strand, Inc.	3/14/24	0	David Arakelyan	Locate DLaw W-9 for settlement
207706	Martin v. Silver Strand, Inc.	3/14/24	0.1	David Arakelyan	Send W-9 forms to OC with note re: payment
207706	Martin v. Silver Strand, Inc.	3/15/24	0.1	David Arakelyan	Retrieve signed order; instruct JF to add to file; update case notes re: stay
207706	Martin v. Silver Strand, Inc.	3/18/24	0.1	David Arakelyan	Follow up with staff and Nina re: wiring instructions for Trust account
207706	Martin v. Silver Strand, Inc.	3/18/24	0.1	David Arakelyan	Email OC with wire transfer instructions
207706	Martin v. Silver Strand, Inc.	3/22/24	0.1	David Arakelyan	Follow up on settlement payment deadline, calendaring and creating tasks
207706	Martin v. Silver Strand, Inc.	3/28/24	0.4	David Arakelyan	Draft dismissal papers for Workyard Defendants

Case Number	Case Title	Date	Billable Time	Attorney/Paralegal	Notes
207706	Martin v. Silver Strand, Inc.	3/28/24	0.1	David Arakelyan	Create various follow up tasks and items
207706	Martin v. Silver Strand, Inc.	3/29/24	0.1	David Arakelyan	Search for retainer; email to Brand office
207706	Martin v. Silver Strand, Inc.	3/29/24	0.2	David Arakelyan	Review case and update notes in the file; note to DK re: settlement
207706	Martin v. Silver Strand, Inc.	3/29/24	0.4	David Arakelyan	Finalize costs for both Defendants
207706	Martin v. Silver Strand, Inc.	3/29/24	0.2	David Arakelyan	Discuss WC settlement, client demand, costs, and dismissal issues
207706	Martin v. Silver Strand, Inc.	3/29/24	0.1	David Arakelyan	Follow up with JF re: settlement
207706	Martin v. Silver Strand, Inc.	3/29/24	1	Sasha Zambrano	Training w Jordan re cost log & ltr to client.
207706	Martin v. Silver Strand, Inc.	4/1/24	0.1	David Arakelyan	Update the dismissal paperwork
207706	Martin v. Silver Strand, Inc.	4/1/24	0.1	David Arakelyan	Follow up with JF re: submitting dismissal
207706	Martin v. Silver Strand, Inc.	4/2/24	0.1	David Arakelyan	Review emails and JAMS re: invoice
207706	Martin v. Silver Strand, Inc.	4/2/24	0.1	David Arakelyan	Email case manager re: mediation invoice
					Spoke to Joseph [REDACTED]
207706	Martin v. Silver Strand, Inc.	4/2/24	0.5	Katheryn Perez	
207706	Martin v. Silver Strand, Inc.	4/3/24	0.1	David Arakelyan	Follow up on Workyard dismissal (not on court docket); update notes
207706	Martin v. Silver Strand, Inc.	4/9/24	0.1	David Arakelyan	Email DK re: sample size
207706	Martin v. Silver Strand, Inc.	4/9/24	0.1	David Arakelyan	Respond to OC re: class size
207706	Martin v. Silver Strand, Inc.	4/15/24	0.1	David Arakelyan	Review invoice from mediator and forward to JF/Natalia for payment
207706	Martin v. Silver Strand, Inc.	4/19/24	0.1	David Arakelyan	Email OC re: status of mediation production/being on time
207706	Martin v. Silver Strand, Inc.	4/19/24	0.1	David Arakelyan	Retrieve signed order re: dismissal of Workyard; ask JF to add to file; update case notes
207706	Martin v. Silver Strand, Inc.	4/19/24	0.1	David Arakelyan	Email OC confirming dismissal and attaching signed order
207706	Martin v. Silver Strand, Inc.	4/19/24	0.1	David Arakelyan	Confirm CMC is vacated on court docket; update case notes and CMC sheet
207706	Martin v. Silver Strand, Inc.	4/19/24	0.1	David Arakelyan	Note to DK re: pending items
207706	Martin v. Silver Strand, Inc.	4/23/24	0.1	David Arakelyan	Email OC re: mediation data info and call proposal
207706	Martin v. Silver Strand, Inc.	4/26/24	0.1	David Arakelyan	Respond to OC email; send Teams invite re: Monday call on mediation
207706	Martin v. Silver Strand, Inc.	5/2/24	0.1	David Arakelyan	Follow up with JF re: settlement check to client
207706	Martin v. Silver Strand, Inc.	5/3/24	0.1	David Arakelyan	Forward mediation invoice to JF and Natalia for payment
207706	Martin v. Silver Strand, Inc.	5/3/24	0.1	David Arakelyan	Discuss mediation brief details with DK
207706	Martin v. Silver Strand, Inc.	5/10/24	0.1	David Arakelyan	Review case and pre-mediation data status; note to DK
207706	Martin v. Silver Strand, Inc.	6/5/24	0.1	David Arakelyan	Review and retrieve mediation invoice; send to staff for processing
207706	Martin v. Silver Strand, Inc.	6/11/24	0.1	David Arakelyan	Review mediation data produced by OC
207706	Martin v. Silver Strand, Inc.	6/11/24	0.2	David Arakelyan	Respond to OC re: mediation data, confirmation requests and documents
207706	Martin v. Silver Strand, Inc.	6/12/24	0.1	David Arakelyan	Review case status; list of pending items and tasks to DK
207706	Martin v. Silver Strand, Inc.	6/12/24	0.1	David Arakelyan	Attempted calls to client (phone disconnected); follow up email
207706	Martin v. Silver Strand, Inc.	6/13/24	0.1	David Arakelyan	Call to client based on Skip Trace report numbers; follow up email (no response)
207706	Martin v. Silver Strand, Inc.	6/13/24	0	David Arakelyan	Follow up with JF re: sending MIA letter to client
207706	Martin v. Silver Strand, Inc.	6/13/24	0.3	David Arakelyan	Call with client: explain mediation, approval process, class action, etc.
					Call numbers on the skip trace report; conversation with client's mother re: updated phone number
207706	Martin v. Silver Strand, Inc.	6/13/24	0	David Arakelyan	Update client contact/emergency contact info
207706	Martin v. Silver Strand, Inc.	6/22/24	0.1	David Arakelyan	Email OC re: mediation
207706	Martin v. Silver Strand, Inc.	6/22/24	0.1	David Arakelyan	Review existing mediation data; report to DK and DY
207706	Martin v. Silver Strand, Inc.	6/26/24	0.1	David Arakelyan	Follow up email to OC re: mediation items
207706	Martin v. Silver Strand, Inc.	6/27/24	0.2	David Arakelyan	Email OC re: mediation
207706	Martin v. Silver Strand, Inc.	6/27/24	0.2	David Arakelyan	Review mediation information and notes to DK re: pending issues and call with OC
207706	Martin v. Silver Strand, Inc.	6/28/24	0.1	David Arakelyan	Respond to mediator re: contact info at mediation
207706	Martin v. Silver Strand, Inc.	6/28/24	0.4	David Arakelyan	Call with OC re: mediation issue
207706	Martin v. Silver Strand, Inc.	6/28/24	0.2	David Arakelyan	Discuss mediation issues with DK
207706	Martin v. Silver Strand, Inc.	7/2/24	0.1	David Arakelyan	Review handbook produced by company
207706	Martin v. Silver Strand, Inc.	7/2/24	0.2	David Arakelyan	Call with client re: claims and mediation
207706	Martin v. Silver Strand, Inc.	7/2/24	0	David Arakelyan	Email confirmation to client re: call
207706	Martin v. Silver Strand, Inc.	7/2/24	2	David Arakelyan	Draft mediation brief
207706	Martin v. Silver Strand, Inc.	7/3/24	0.1	David Arakelyan	Email JAMS re: mediator request for brief
207706	Martin v. Silver Strand, Inc.	7/3/24	1.5	David Arakelyan	Finalize the mediation brief
207706	Martin v. Silver Strand, Inc.	7/3/24	0.1	David Arakelyan	Upload mediation brief to JAMS (to sent to mediator and Plaintiff's counsel only)
207706	Martin v. Silver Strand, Inc.	7/9/24	0	Katheryn Perez	Update excel sheet.
207706	Martin v. Silver Strand, Inc.	7/10/24	0.1	David Arakelyan	Send mediation brief and info to DY and DK
207706	Martin v. Silver Strand, Inc.	7/10/24	0.2	David Arakelyan	Put together notes re: conversation with client last week
207706	Martin v. Silver Strand, Inc.	7/10/24	4.9	David Arakelyan	Mediation Attendance
207706	Martin v. Silver Strand, Inc.	7/11/24	0.1	David Arakelyan	Call with and email to client [REDACTED]
207706	Martin v. Silver Strand, Inc.	7/11/24	0.1	David Arakelyan	Email mediator re: Plaintiff's demands for settlement
207706	Martin v. Silver Strand, Inc.	7/15/24	0.1	David Arakelyan	Phone call with client re: mediator's proposal
207706	Martin v. Silver Strand, Inc.	7/15/24	0.1	David Arakelyan	Email to client re: settlement agreement and phone call today
207706	Martin v. Silver Strand, Inc.	7/15/24	0.1	David Arakelyan	Follow up with JF re: signing of the mediator's proposal
207706	Martin v. Silver Strand, Inc.	7/15/24	0.1	Jordan Floyd	Communicate (with client) re send client mediator's proposal for signature via docusign.
					Retrieve the signed mediation proposal acceptance; add to file; notify DK and DY re: sending to Judge Sabraw
207706	Martin v. Silver Strand, Inc.	7/15/24	0.1	David Arakelyan	Email mediator with executed acceptance of mediator proposal
207706	Martin v. Silver Strand, Inc.	7/15/24	0.1	David Arakelyan	Email mediator again re: proposal
207706	Martin v. Silver Strand, Inc.	7/19/24	0.1	David Arakelyan	Call with/email to client re: settlement and mediator's proposal
207706	Martin v. Silver Strand, Inc.	7/29/24	0.2	David Arakelyan	Follow up on mediator's invoice and proposal; create final proposal file with all signed pages
207706	Martin v. Silver Strand, Inc.	7/29/24	0	David Arakelyan	Follow up with JF re: filing invoice/mediator's proposal; create tasks
207706	Martin v. Silver Strand, Inc.	7/29/24	0.1	Jordan Floyd	Document/File Management re retrieve and upload mediation documents.
207706	Martin v. Silver Strand, Inc.	7/29/24	0.3	Katheryn Perez	Uploading conformed copies.
207706	Martin v. Silver Strand, Inc.	7/29/24	0.2	David Arakelyan	Research re: billing; email to Emil with cost issue
207706	Martin v. Silver Strand, Inc.	8/3/24	0.3	David Arakelyan	Draft dismissal of class claims
207706	Martin v. Silver Strand, Inc.	8/3/24	0.1	David Arakelyan	Check discovery deadlines and status of case; update case notes
207706	Martin v. Silver Strand, Inc.	8/3/24	0.1	David Arakelyan	Email OC re: continued discovery stay post-mediation
207706	Martin v. Silver Strand, Inc.	8/23/24	0.1	David Arakelyan	Email OC re: settlement agreement status
207706	Martin v. Silver Strand, Inc.	8/23/24	0.1	David Arakelyan	Check on SA status
					Case review: follow up on SA status; retrieve class data and information; check CMC status and update calendar
207706	Martin v. Silver Strand, Inc.	9/5/24	0.2	David Arakelyan	
207706	Martin v. Silver Strand, Inc.	9/20/24	0.4	Katheryn Perez	finalize draft and file through RL ntc of change of address.
207706	Martin v. Silver Strand, Inc.	10/3/24	0.3	David Arakelyan	Review SA for changes; note to DK

Case Number	Case Title	Date	Billable Time	Attorney/Paralegal	Notes
207706	Martin v. Silver Strand, Inc.	11/1/24	0.1	David Arakelyan	Respond to OC email re: status of settlement
207706	Martin v. Silver Strand, Inc.	11/6/24	0.1	David Arakelyan	Finalize MOU and send to JF to share with Emil
207706	Martin v. Silver Strand, Inc.	11/19/24	0.1	David Arakelyan	Call with client re: status of approval motion
207706	Martin v. Silver Strand, Inc.	11/26/24	0.1	David Arakelyan	Follow up with DK re: status of SA and prelim
207706	Martin v. Silver Strand, Inc.	1/14/25	0.1	Enoch Kim	Draft email to defense counsel to follow up on status of draft settlement agreements.
207706	Martin v. Silver Strand, Inc.	1/22/25	0	Enoch Kim	Review email correspondence from defense counsel re settlement agreements.
207706	Martin v. Silver Strand, Inc.	1/23/25	0.1	David Arakelyan	Call with and follow up email to client re: status of case
207706	Martin v. Silver Strand, Inc.	1/24/25	0.1	David Arakelyan	Update case notes re: status of settlement; note to DK re: pending items and status
207706	Martin v. Silver Strand, Inc.	1/31/25	0.3	Enoch Kim	Review status of settlement agreement and follow up with defense counsel re same.
207706	Martin v. Silver Strand, Inc.	2/14/25	0.1	David Arakelyan	Email OC re: status of settlement agreement
207706	Martin v. Silver Strand, Inc.	2/20/25	0.1	David Arakelyan	Follow up email to OC re: status of settlement agreement revisions
207706	Martin v. Silver Strand, Inc.	2/20/25	0.2	Enoch Kim	Confer with team re follow up with defense counsel on draft settlement agreement.
207706	Martin v. Silver Strand, Inc.	2/26/25	0.1	Enoch Kim	Confer with NZ re defendant's revisions to draft settlement agreements.
207706	Martin v. Silver Strand, Inc.	2/27/25	0.2	Norayr Zakaryan	drafted notice of association of counsel
207706	Martin v. Silver Strand, Inc.	2/27/25	3.1	Norayr Zakaryan	reviewing and revising PAGA settlement agreement
207706	Martin v. Silver Strand, Inc.	2/27/25	3.8	Norayr Zakaryan	revising the long form agreement
207706	Martin v. Silver Strand, Inc.	2/27/25	0.7	Norayr Zakaryan	Revising Individual settlement agreement
207706	Martin v. Silver Strand, Inc.	2/28/25	2.7	Norayr Zakaryan	reviewing and revising opposing counsel's edits to the individual settlement agreement
207706	Martin v. Silver Strand, Inc.	2/28/25	0.2	Norayr Zakaryan	confering with the opposing counsel regarding the long form and the individual settlement agreement drafts
207706	Martin v. Silver Strand, Inc.	3/21/25	0.1	David Arakelyan	Message to settlement team re: pending SA drafts; note to DK re: case status
207706	Martin v. Silver Strand, Inc.	4/8/25	0	Brent Insua	Added Defendants and State Court details.
207706	Martin v. Silver Strand, Inc.	4/8/25	0.1	David Arakelyan	Review case status and provide update to DK
207706	Martin v. Silver Strand, Inc.	4/14/25	0	Brent Insua	Confirmed no SAC to file to the LWDA. Populated PAGA section.
207706	Martin v. Silver Strand, Inc.	4/16/25	0.1	Enoch Kim	Exchange emails with defense counsel re revisions to settlement agreements.
207706	Martin v. Silver Strand, Inc.	4/22/25	0.2	Norayr Zakaryan	reviewing the status of the case and left voicemail to client
207706	Martin v. Silver Strand, Inc.	4/22/25	0.1	Norayr Zakaryan	client call regarding status of the case
207706	Martin v. Silver Strand, Inc.	4/22/25	0.1	Norayr Zakaryan	drafted follow up email to client after a phone call
207706	Martin v. Silver Strand, Inc.	4/23/25	0.2	Norayr Zakaryan	Performing comprehensive review of case status update to ensure the current matter posture is accurately reflected for internal tracking and case oversight
207706	Martin v. Silver Strand, Inc.	5/2/25	0.3	Norayr Zakaryan	conferred with senior counsel and requested admin bids
207706	Martin v. Silver Strand, Inc.	5/2/25	0.2	Enoch Kim	Exchange email correspondence with defense counsel re settlement agreements.
207706	Martin v. Silver Strand, Inc.	5/2/25	0.1	Enoch Kim	Confer with NZ re requests for quotes from administrators.
207706	Martin v. Silver Strand, Inc.	5/2/25	0.6	Enoch Kim	Review defendant's revisions to settlement agreements.
207706	Martin v. Silver Strand, Inc.	5/5/25	0.9	Norayr Zakaryan	reviewing the release language and the allegations of the FAC
207706	Martin v. Silver Strand, Inc.	5/5/25	3.9	Enoch Kim	Review and revise class and individual settlement agreements.
207706	Martin v. Silver Strand, Inc.	5/5/25	0.2	Enoch Kim	Confer with NZ re revisions to class settlement agreement.
207706	Martin v. Silver Strand, Inc.	5/6/25	0.5	Brent Insua	Uploaded costs (RL Invoices, PAGA Letter, and all RL Invoices)
207706	Martin v. Silver Strand, Inc.	5/7/25	5.5	Enoch Kim	Review and revise individual and PAGA settlement agreements and draft email to defense counsel re same.
207706	Martin v. Silver Strand, Inc.	5/9/25	0.1	Norayr Zakaryan	conferred with senior attorney and coordinated with legal team on reserving a hearing date for PAGA approval motion
207706	Martin v. Silver Strand, Inc.	5/13/25	0.2	David Arakelyan	Follow up with Evelyn re: stay; search court docket and retrieve order; review
207706	Martin v. Silver Strand, Inc.	5/13/25	0.2	Norayr Zakaryan	conferred with legal team, litigation team and senior counsel regarding lifting the stay in court and reserving a hearing date
207706	Martin v. Silver Strand, Inc.	5/13/25	0.1	David Arakelyan	Communicate with settlement team re: lifting stay and reassignment
207706	Martin v. Silver Strand, Inc.	5/13/25	1	Norayr Zakaryan	conferred with senior counsel regarding lift the stay
207706	Martin v. Silver Strand, Inc.	5/13/25	0.4	Enoch Kim	Confer with team approval motion hearing, assigned judge, and lifting of stay.
207706	Martin v. Silver Strand, Inc.	5/13/25	0.3	Enoch Kim	Review case status and next steps.
207706	Martin v. Silver Strand, Inc.	5/13/25	0.2	Enoch Kim	Draft email correspondence to defense counsel re settlement agreements and joint stipulation to lift stay.
207706	Martin v. Silver Strand, Inc.	5/13/25	0.3	Enoch Kim	Review draft request to lift stay and confer with NZ re same.
207706	Martin v. Silver Strand, Inc.	5/14/25	1.2	Norayr Zakaryan	conferred with senior counsel and drafted joint stipulation regarding lifting of the stay
207706	Martin v. Silver Strand, Inc.	5/14/25	0.2	Norayr Zakaryan	conferred with senior counsel and applied revisions to the joint stip draft, and circulated a copy with OC
207706	Martin v. Silver Strand, Inc.	5/14/25	0.5	Enoch Kim	Review and revise joint stipulation to lift stay and confer with NZ re same.
207706	Martin v. Silver Strand, Inc.	5/23/25	0.4	Norayr Zakaryan	conferred with OC, and senior counsel, prepared the final version of the joint stip for filing.
207706	Martin v. Silver Strand, Inc.	5/23/25	0.2	Norayr Zakaryan	reviewed the status of the case, and tried reaching out to the client over the phone
207706	Martin v. Silver Strand, Inc.	5/23/25	0.5	Norayr Zakaryan	conferred with the client regarding the case status
207706	Martin v. Silver Strand, Inc.	5/23/25	0.2	Enoch Kim	Exchange email correspondence with defense counsel re joint stipulation to lift stay and settlement agreements.
207706	Martin v. Silver Strand, Inc.	5/23/25	0.2	Enoch Kim	Confer with NZ re joint stipulation to lift stay and client contact.
207706	Martin v. Silver Strand, Inc.	5/28/25	0.3	Norayr Zakaryan	trying to reach to opposing counsel via phone regarding the long form draft
207706	Martin v. Silver Strand, Inc.	5/28/25	0.1	Norayr Zakaryan	followed up with opposing counsel regarding the LFA drafts, via phone and via email
207706	Martin v. Silver Strand, Inc.	6/2/25	0.2	Enoch Kim	Review notice of reassignment from court and confer with team re same.
207706	Martin v. Silver Strand, Inc.	6/5/25	0.1	Norayr Zakaryan	coordinating the court's signed order with legal team to upload to Neos.
207706	Martin v. Silver Strand, Inc.	6/10/25	3.3	Enoch Kim	Review and revise PAGA and individual settlement agreements and draft email to defense counsel re same.
207706	Martin v. Silver Strand, Inc.	6/16/25	0.7	Enoch Kim	Review correspondence from defense counsel and draft correspondence to defense counsel re settlement agreement terms.
207706	Martin v. Silver Strand, Inc.	6/25/25	0.1	Enoch Kim	Draft email correspondence to defense counsel re settlement agreements.
207706	Martin v. Silver Strand, Inc.	7/8/25	0.3	Norayr Zakaryan	reviewing the case status, emailed OC regarding updates on the LFA draft, spoke with legal team regarding client call, returned client's call - no response.
207706	Martin v. Silver Strand, Inc.	7/9/25	0.1	Norayr Zakaryan	conference call with OC and meeting with senior counsel regarding individual settlement agreement
207706	Martin v. Silver Strand, Inc.	7/9/25	0.7	Norayr Zakaryan	revised the language on the individual settlement agreement
207706	Martin v. Silver Strand, Inc.	7/9/25	0.3	Enoch Kim	Exchange email correspondence with defense counsel re settlement agreement; conference call with defense counsel re same.
207706	Martin v. Silver Strand, Inc.	7/9/25	0.6	Enoch Kim	Review and revise settlement agreement; confer with NZ re same.
207706	Martin v. Silver Strand, Inc.	7/10/25	0.4	Norayr Zakaryan	finalized the settlement agreement drafts, conferred with senior counsel and circulated with OC for signatures
207706	Martin v. Silver Strand, Inc.	7/11/25	0.9	Norayr Zakaryan	reviewed the settlement agreement drafts, called the client, went over the terms, made notes to discuss with Senior counsel
207706	Martin v. Silver Strand, Inc.	7/11/25	0.5	Norayr Zakaryan	conferred with senior counsel and called the client regarding long form and individual settlement agreements
207706	Martin v. Silver Strand, Inc.	7/11/25	0.4	Norayr Zakaryan	meeting with senior counsel to discuss the phone call with the client, conferred with litigation team for records of communication

Case Number	Case Title	Date	Billable Time	Attorney/Paralegal	Notes
207706	Martin v. Silver Strand, Inc.	7/11/25	0.1	Norayr Zakaryan	reviewing the email communications with litigation team and client
207706	Martin v. Silver Strand, Inc.	7/11/25	0	David Arakelyan	Locate email re: declining WT claims and send to settlement team
207706	Martin v. Silver Strand, Inc.	7/11/25	0.7	Norayr Zakaryan	reviewed the conversation between litigation team and client, made notes, reviewed both settlement drafts to address client's inquires, and prepared for client call
207706	Martin v. Silver Strand, Inc.	7/11/25	0.8	Norayr Zakaryan	conferred back with senior counsel and litigation team regarding the settlement agreement, phone call with client to summarize the settlement agreement
207706	Martin v. Silver Strand, Inc.	7/11/25	0.5	Norayr Zakaryan	summarizing the conversation with the client via email, summarizing the settlement agreement terms for the client
207706	Martin v. Silver Strand, Inc.	7/15/25	0.3	Norayr Zakaryan	email communication with client
207706	Martin v. Silver Strand, Inc.	7/15/25	0.2	Enoch Kim	Confer with NZ re client communications about the settlement agreement.
207706	Martin v. Silver Strand, Inc.	7/15/25	0.2	David Arakelyan	Draft/send email to Norayr re: Plaintiff's recovery through IND settlement and PAGA
207706	Martin v. Silver Strand, Inc.	7/16/25	0.1	David Arakelyan	Locate individual settlement check with Workyard; send to Norayr for communicating with the client
207706	Martin v. Silver Strand, Inc.	7/16/25	0.6	Norayr Zakaryan	conferred with litigation team and drafting an email to client summarizing the attorney's fees and the breakdown of the deductions from the Gross Settlement Amount
207706	Martin v. Silver Strand, Inc.	7/16/25	0.3	Norayr Zakaryan	drafting an email to client
207706	Martin v. Silver Strand, Inc.	7/16/25	0.2	Norayr Zakaryan	conferred with senior counsel, circulated settlement docs with Plaintiff's signatures on them with OC
207706	Martin v. Silver Strand, Inc.	7/29/25	0.1	David Arakelyan	Email OC re: status of settlement agreement signature
207706	Martin v. Silver Strand, Inc.	7/30/25	0.3	Norayr Zakaryan	drafted an email providing an update to case status to the client
207706	Martin v. Silver Strand, Inc.	7/30/25	0.3	Norayr Zakaryan	returned client's call, and drafted a follow up email
207706	Martin v. Silver Strand, Inc.	7/30/25	0.1	Enoch Kim	Confer with NZ re approval motion.
207706	Martin v. Silver Strand, Inc.	7/30/25	2.2	Norayr Zakaryan	drafting approval motion docs
207706	Martin v. Silver Strand, Inc.	7/31/25	0.1	David Arakelyan	Respond to settlement team re question about settlement and time entries
207706	Martin v. Silver Strand, Inc.	7/31/25	2.1	Norayr Zakaryan	drafting approval motion papers
207706	Martin v. Silver Strand, Inc.	7/31/25	1.3	Norayr Zakaryan	drafting approval motion docs
207706	Martin v. Silver Strand, Inc.	7/31/25	0.2	Norayr Zakaryan	drafting approval motion docs
207706	Martin v. Silver Strand, Inc.	8/6/25	0.3	Norayr Zakaryan	finalized approval motion docs to share with OC
207706	Martin v. Silver Strand, Inc.	8/6/25	3.7	Enoch Kim	Review and revise PAGA approval motion documents; confer with team re same.
207706	Martin v. Silver Strand, Inc.	8/8/25	0.5	Enoch Kim	Exchange email correspondence with court clerk re hearing date; draft email correspondence to defense counsel re joint stipulation to approve settlement.
207706	Martin v. Silver Strand, Inc.	8/11/25	0.1	David Arakelyan	Follow up re: approval dates; update case notes and Board; note to DK; note to Norayr re; earlier approval date
207706	Martin v. Silver Strand, Inc.	10/21/25	0.3	Norayr Zakaryan	checked the case status and contacted the client, left a voicemail
207706	Martin v. Silver Strand, Inc.	10/21/25	0.3	Norayr Zakaryan	spoke with the client, sent a follow up email
207706	Martin v. Silver Strand, Inc.	3/9/26	0.5	Enoch Kim	Draft correspondence to defense counsel re PAGA approval motion documents; confer with MM re same and consider next steps; review case file.
207706	Martin v. Silver Strand, Inc.	3/16/26	0.1	Marta Manus	Review notice of case reassignment
207706	Martin v. Silver Strand, Inc.	3/16/26	0.8	Enoch Kim	Review court notice of reassignment and court docket; exchange correspondence with defense counsel re approval motion and notice of reassignment; draft correspondence to team re same.
207706	Martin v. Silver Strand, Inc.	3/17/26	0.2	Marta Manus	Confer with EK re: PAGA approval motion
207706	Martin v. Silver Strand, Inc.	3/17/26	0.2	Marta Manus	Call and email San Mateo department clerk re: motion hearing info
207706	Martin v. Silver Strand, Inc.	3/17/26	0.3	Marta Manus	Confer with LM re: case reassignment and hearing dates
207706	Martin v. Silver Strand, Inc.	3/17/26	0.1	Marta Manus	Confer with JM re: request for dismissal of class action claims
207706	Martin v. Silver Strand, Inc.	3/17/26	0.9	Enoch Kim	Review PAGA approval motion documents; confer with team re continued hearing and motion filing deadline; consider next steps.
207706	Martin v. Silver Strand, Inc.	3/18/26	0.9	Jonathan Morataya	Draft Request for Dismissal and message MM.
207706	Martin v. Silver Strand, Inc.	3/23/26	1	Marta Manus	Draft request for dismissal of class claims and supporting declaration
207706	Martin v. Silver Strand, Inc.	3/24/26	0.4	Marta Manus	Finalize request for dismissal and supporting declaration for filing
207706	Martin v. Silver Strand, Inc.	3/24/26	0.2	Marta Manus	Confer with LM re: filing request for dismissal of class claims
207706	Martin v. Silver Strand, Inc.	3/25/26	0.1	Jonathan Morataya	Review the managing partner's notes regarding settlement status and update the internal settlement tracker to reflect current case information.
207706	Martin v. Silver Strand, Inc.	3/25/26	0.2	Marta Manus	Confer with LM re: rejected filing of request for dismissal
207706	Martin v. Silver Strand, Inc.	3/25/26	0.3	Enoch Kim	Exchange correspondence with court clerk re approval motion; review correspondence from defense counsel re approval hearing.
207706	Martin v. Silver Strand, Inc.	3/26/26	2.9	Enoch Kim	Review and revise PAGA approval motion documents; confer with MM re same.
207706	Martin v. Silver Strand, Inc.	3/27/26	1.5	Marta Manus	Draft PAGA Approval Motion
207706	Martin v. Silver Strand, Inc.	3/27/26	0.2	Marta Manus	Confer with EK re: PAGA approval motion
207706	Martin v. Silver Strand, Inc.	3/28/26	0.7	Marta Manus	Draft PAGA Approval Motion and supporting documents

EXHIBIT 5

NOTICE OF PAGA SETTLEMENT AND RELEASE OF CLAIMS

Martin v. Silver Strand, Inc., et al.

Superior Court of the State of California for the County of San Mateo

Case No. 23-CIV-04473

<<DATE>>

<<FIRST_NAME>> <<LAST_NAME>>

<<ADDRESS 1>>

<<ADDRESS 2>>

Re: Payment from *Martin v. Silver Strand, Inc., et al., et al.*

Dear <<FIRST_NAME>> <<LAST_NAME>>:

Enclosed you will find a check made payable to you. This is your payment from the settlement of the lawsuit (“Settlement”) *Martin v. Silver Strand, Inc., et al., et al.*, San Mateo County Superior Court (“Court”), Case No. 23-CIV-04473. The Court has approved the settlement and this payment to you.

WHAT IS THE CASE ABOUT?

This case was filed by Plaintiff Joseph Luis Martin (“Plaintiff”) against Defendant Silver Strand, Inc. (“Defendant”) (Plaintiff and Defendant collectively referred to as the “Parties”), pursuant to the California Private Attorneys General Act of 2004, Cal. Lab. Code § 2698 *et seq.* (“PAGA”), which permits aggrieved employees to sue their employers for Labor Code violations and seek civil penalties on behalf of the state. Plaintiff filed the lawsuit on behalf of himself, the State of California, and all current and former non-exempt employees of Defendant in California who worked during the PAGA Period, which is the period from September 20, 2022 through July 10, 2024. The group of employees referenced above is called the “Aggrieved Employees,” and you have been identified as an Aggrieved Employee.

In this case, Plaintiff alleged that Defendants owed civil penalties under PAGA for certain California Labor Code (the “Labor Code”) violations, including (1) Failure to Provide Meal Periods Under Labor Code §§ 204, 223, 226.7, 512, and 1198; (2) Failure to Provide Rest Periods Under Labor Code §§ 204, 223, 226.7, and 1198; (3) Failure to Pay Hourly Wages and Overtime Under Labor Code §§ 223, 510, 1194, 1194.2, 1197, 1997.1, and 1198; (4) Failure to Provide Accurate Written Wage Statements Under Labor Code §§ 226(a); (5) Failure to Timely Pay All Final Wages Under Labor Code §§ 201, 202, and 203; and (6) Failure to Indemnify In Violation of Labor Code § 2802. Defendant denies the allegations in the lawsuit, any failure to comply with the laws identified in the lawsuit, and any and all liability for the causes of action alleged.

WHAT ARE THE IMPORTANT TERMS OF THE SETTLEMENT?

Under PAGA, the law requires that PAGA Penalties get divided between the California Labor and Workforce Development Agency (the “LWDA”) and the Aggrieved Employees, with 75% of the settlement going to the LWDA and 25% being divided amongst the Aggrieved Employees. As a result, and as approved by the Court, \$183,881.96 will be paid to the LWDA for its share of the PAGA Penalty payment, and \$61,293.99 will be paid to the Aggrieved Employees as Individual PAGA Payments. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees’ 25% share of PAGA Penalties by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee’s PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment. The Administrator will report all Individual PAGA Payments on IRS 1099 Forms.

YOUR SETTLEMENT CHECK AND THE RELEASE OF CLAIMS

Upon the Effective Date and the date Defendant fully funds the Gross Settlement Amount, Plaintiff, all Aggrieved Employees, and the LWDA are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from the Released PAGA Claims. Aggrieved Employees may not opt-out of this Release.

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1197.1, 1198, 1199, 2698, 2699, 2802, and the applicable California Industrial Welfare Commission Wage Orders, during the PAGA Period.

“Released Parties” means Defendant and each of its former, present, and future parents, affiliates, divisions, managing members, related entities, board members, trustees, attorneys or legal representatives, representatives, administrators, fiduciaries, beneficiaries, subrogees, partners, directors, officers, managing agents, shareholders, owners, members, attorneys, employees, managers, insurers, predecessors, successors, assigns, subsidiaries, parent companies, and affiliated entities and individuals, and members of the foregoing, and/or any other entity or individual which could be liable for the acts or omissions of the Defendant based on or arising out of the Released PAGA Claims.

“Operative Complaint” means the First Amended Complaint filed by Plaintiff on November 22, 2023 in this lawsuit.

“PAGA Notice” means Plaintiff’s PAGA Notice letter to Defendant and the LWDA submitted on September 20, 2023 (LWDA Case No. LWDA-CM-982826-23) providing notice pursuant to Labor Code section 2699.3, subd. (a).

This release applies to you, regardless of whether you cash your check, and regardless of whether this letter can be delivered to you. Aggrieved Employees have no right to object to this settlement, and they cannot opt out of this settlement. You will be bound by this release whether you cash your check or not.

QUESTIONS?

If you have any questions, you can contact the Settlement Administrator (whose contact information is at the top of this letter).

Very Truly Yours,
Phoenix Class Action Administration Solutions
[INSERT CONTACT INFORMATION]

PLEASE DO NOT CONTACT THE COURT ABOUT THIS NOTICE

EXHIBIT 6