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Attorneys for Plaintiffs Cherrie M. Alonzo and Amanda Bucaro,
on behalf of themselves and others similarly situated

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

CHERRIE M. ALONZO, an individual;
and AMANDA A. BUCARO, an
individual, on behalf of themselves and
others similarly situated,

Plaintiffs,

v.

REIMAGINE NETWORK f/k/a
REHABILITATION INSTITUTE OF
SOUTHERN CALIFORNIA, a California
corporation, and DOES 1 through 50,
inclusive,

Defendants.

CLASS ACTION

Case No.: 30-2023-01351853-CU-OE-CXC

Assigned for All Purposes To:
Hon. David A. Hoffer

**DECLARATION OF ENOCH J. KIM
IN SUPPORT OF PLAINTIFFS'
MOTION TO APPROVE THE
PRIVATE ATTORNEYS GENERAL
ACT SETTLEMENT UNDER
CALIFORNIA LABOR CODE §§ 2698
et. seq**

Date: June 1, 2026

Time: 1:30 p.m.

Dept.: CX103

Complaint filed: September 29, 2023

FAC filed: December 4, 2023

Trial: None set

Reservation Number: 74782885

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the Operative Complaint, denies any failure to comply with the laws identified in the Operative Complaint and denies any and all liability for the causes of action alleged.

6. Prior to mediation, Plaintiffs conducted comprehensive informal discovery and Defendant provided data and numbers and documents, including electronic payroll and timekeeping data for all alleged Aggrieved Employees, Employee Handbooks and other policies, information and documentation regarding Defendant's wage and hour policies, expense report data and information, and meal period information. The information and data exchanged by Plaintiffs and Defendant prior to and during mediation and settlement negotiations were sufficient to reliably assess the merits of the parties' respective positions, to compromise the issues on a fair and equitable basis, and to devise a formula for distribution of civil penalties among the Aggrieved Employees that took into consideration the strength of the PAGA claims.

SETTLEMENT NEGOTIATIONS AND TERMS

7. On October 24, 2024, the parties attended an all-day mediation with Steven Serratore, Esq. With the assistance of a highly respected wage and hour mediator, the parties agreed to a global settlement of the Action. The general terms for settling this Action were first memorialized in a Memorandum of Understanding, and thereafter in the long-form Settlement Agreement now before the Court for approval.

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

9. For purposes of the Settlement, Aggrieved Employees are defined as follows: a person employed by Defendant in California and classified as an hourly, non-exempt employee of Defendant in California during the PAGA Period. The PAGA Period is defined as September 29, 2022, through the date the Court enters approval of PAGA Settlement. (Exhibit 1, ¶ 1.23.) Based on its records, Defendant estimated at mediation that the Aggrieved Employees collectively

1 worked approximately 5,900 pay periods during the PAGA Period (“PAGA Pay Periods”).
2 Based on its records, Defendant estimated that the Aggrieved Employees collectively worked
3 approximately 5,900 pay periods during the PAGA Period. The Settlement provides that if the
4 total number of PAGA Pay Periods as of the end of the PAGA Period exceeds the above figure
5 by greater than 10%, then the Gross Settlement Amount shall increase pro rata based on the
6 number of additional PAGA Pay Periods above 10% (i.e., if the number of PAGA Pay Periods is
7 11% greater than the above figure, then the Gross Settlement Amount shall increase by 1%).
8 (Exhibit 1, ¶ 8.) The Parties arranged for Phoenix to review the number of PAGA Pay Periods
9 each Aggrieved Employee worked during the period from September 29, 2022, through February
10 6, 2026, in advance of PAGA Approval. Phoenix determined that the escalator was triggered and
11 Defendant elected to exercise the escalator clause option to roll back to the date to October 24,
12 2024.

13 10. The Settlement Agreement requires Defendant to pay the total sum of \$215,000.00
14 (the “Gross Settlement Amount”). The Gross Settlement Amount will be allocated as follows,
15 pending Court approval:

- 16 a) Attorneys’ fees in the amount of \$71,666.67 (“PAGA Counsel Fees Payment”)
17 and litigation costs in the amount not to exceed \$25,000.00 (“PAGA Counsel
18 Litigation Expenses Payment”), which currently total \$22,948.20;
- 19 b) Administration costs of no more than \$4,950.00 to be paid to the Settlement
20 Administrator (“Administration Expenses Payment”), Phoenix Settlement
21 Administration, for sending notices and for calculating settlement shares and
22 preparing all checks and mailings; and
- 23 c) The remainder of the Gross Settlement Amount (the “Net Settlement
24 Amount”) after deducting the above costs is approximately \$120,385.13 and
25 shall be designated as PAGA Penalties to be allocated between the LWDA and
26 the Aggrieved Employees pursuant to Labor Code section 2699(i), with 75%
27 (\$90,288.85) being paid to the LWDA (the “LWDA PAGA Payment”) and
28 25% (\$30,096.28) being paid to the Aggrieved Employees on a pro-rata basis

1 (“Individual PAGA Payment”). The Aggrieved Employees will receive an
2 average of approximately \$82.23 per person (\$30,096.28 divided by 366
3 Aggrieved Employees, which is the approximate number of Aggrieved
4 Employees based on the data given at the time of mediation) as their share of
5 the Individual PAGA Payment.

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

16 **THE STRENGTH OF PLAINTIFFS’ CASE**

17 **IN LIGHT OF THE SETTLEMENT AMOUNT**

18 12. Plaintiffs allege that Defendant violated various provisions of California law and seeks
19 civil penalties for the foregoing violations pursuant to Labor Code § 2699 *et seq.* Under Labor
20 Code § 2699, specifically, Plaintiffs allege that Defendant:

- 21 • Failed to pay the Aggrieved Employees minimum wages and overtime for “off-the-
22 clock” work, including requiring on-site employees to adjust their time entries to
23 reflect the hours they were scheduled to work rather than the actual hours they
24 worked as well as off-the-clock COVID testing.
- 25 • Failed to pay the Aggrieved Employees reporting time pay to for half of their usual or
26 scheduled day’s work at the appropriate rates when sent home within two or three
27 hours.
- 28 • Failed to provide the Aggrieved Employees with their required meal periods. Instead,

the Aggrieved Employees were forced to endure meal period violations through on-duty, late and shortened meal periods.

- Failed to provide the Aggrieved Employees with compliant rest periods as the job requirements and duties required of Aggrieved Employees and the demands from Defendant's management manifested in a failure to authorize and permit the Aggrieved Employees to take all their required rest breaks.
- Failed to provide the Aggrieved Employees with accurate wage statements, including the failure to include all hours worked by the Aggrieved Employees.
- Failed to pay the Aggrieved Employees all wages owed at the end of employment.

13. Defendant denies and continues to deny all of the claims made by Plaintiffs in this Action and contend that it acted at all relevant times in conformance with the law. Defendant contends that Plaintiffs and the Aggrieved Employees were paid for all hours worked and that Defendant prohibited Plaintiffs and the Aggrieved Employees from working beyond their scheduled shifts; that Defendant provided lawfully compliant meal and rest periods (and in fact provided longer breaks than required by law) and that any deviations were at the voluntary election of Plaintiffs and/or the Aggrieved Employees and not at the request of Defendant or due to work requirements; that Defendant paid all wages due on a timely basis and using Labor Code compliant instruments; that Defendant's wage statements complied with the law; and that neither Plaintiffs nor any Aggrieved Employees incurred reasonable business related expenses for which they were not reimbursed. As a result, PAGA Counsel had to appropriately discount the amount recoverable from Defendant in a settlement.

PAGA Penalties

14. The Private Attorneys General Act, Labor Code § 2699 *et seq.*, allows Plaintiffs to obtain civil penalties on behalf of themselves and other aggrieved employees for Defendant's violation of any provision of the Labor Code enumerated under Labor Code § 2699.5. Where civil penalties are provided in the statute, those civil penalties are recoverable; where no civil penalties are recoverable, Labor Code § 2699(f) establishes civil penalties of one hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation and two hundred

1 dollars (\$200) for each aggrieved employee per pay period for each subsequent violation.
2 Pursuant to Labor Code § 2699(i), seventy-five (75) percent of the penalties recovered must be
3 allocated to the LWDA, with the remaining twenty-five (25) percent allocated to the affected
4 employees. However, under *Amaral v. Cintas*, 163 Cal. App. 4th 1157, 1207-09 (2008) the Court
5 held that a lower penalty amount of \$100 per violation applies in the absence of a determination
6 that a violation actually occurred.

7 15. Plaintiffs estimated that the maximum potential exposure on the PAGA claim is
8 \$590,000.00 calculated by multiplying the total number of PAGA Pay Periods (5,900) by \$100
9 per violation. Plaintiffs' calculation of the total potential exposure on the PAGA claim was based
10 on one PAGA penalty per Pay Period (i.e., Plaintiffs did not stack the PAGA penalties in their
11 damages calculation).

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

19 17. PAGA penalties are not mandatory but permissive. Labor Code § 2699(e)(2) states
20 that "a court may award a lesser amount than the maximum civil penalty amount specified by
21 this part if, based on the facts and circumstances of the particular case, to do otherwise would
22 result in an award that is unjust, arbitrary and oppressive, or confiscatory." (See *Thurman v.*
23 *Bayshore* (2012) 203 Cal. App. 4th 1112 (substantially reducing PAGA penalties by 30% under
24 this provision) (emphasis added); see also *Carrington v. Starbucks Corp.*, 30 Cal. App. 5th 504,
25 529 (2018) (affirming penalty reduction of 90% for practice that resulted in meal periods
26 occasionally starting minutes after the fifth hour of work); *Sanchez v. McDonald's Corp.* (2017),
27 LASC Case No. No. BC 499888 (98% reduction from \$41 million to \$775,000); *Ghrdilyan v. RJ*
28 *Financial* (2012), LASC Case No. BC430633 (94% reduction from \$5.4 million to \$325,000);

1 *Fleming v. Covidien, Inc.* (2011), USDC Case No. ED CV 10-01487-RGK (OPx) (87%
2 reduction from \$2.8 million to \$375,000).). In arriving at the \$215,000.00 Gross Settlement
3 Amount in this case, Plaintiffs considered what the realistic potential exposure could be and why
4 the Court may reduce any eventual recovery at its discretion, including Defendant's defenses to
5 the claims and the potential manageability issues with PAGA claims at trial. Based on those
6 considerations, Plaintiffs conservatively applied a penalty of \$50 per pay period to get a realistic
7 potential exposure of \$295,000.00 (5,900 pay periods x \$50 penalty per pay period). (*Id.*)

8 18. The Gross Settlement Amount of \$215,000.00 is approximately 72% of the realistic
9 potential exposure of \$295,000.00. PAGA Counsel submits that this is a fair and reasonable
10 result for the State and Aggrieved Employees in light of the strengths and weaknesses of the case
11 and the risks and delays posed by further litigation.

12 **REQUEST FOR ATTORNEYS' FEES AND COSTS**

13 19. Pursuant to the Settlement Agreement, PAGA Counsel is requesting an award of
14 attorneys' fees in the amount of **\$71,666.67** and an award of litigation costs to PAGA Counsel of
15 **\$22,948.20**. D.Law, Inc.'s cost log for this matter is attached hereto as **Exhibit 3**.

16 20. This request is fair, reasonable, and adequate to compensate PAGA Counsel for the
17 substantial work they have put into this case and, moreover, the risk they assumed by taking it in
18 the first place. The attorneys' fees award is intended to reimburse PAGA Counsel for all
19 uncompensated work that they have already done and for all the work they will continue to do in
20 carrying out and overseeing the notification to the Aggrieved Employees, communicating with
21 Aggrieved Employees regarding their claims, and assisting in the administration of the
22 Settlement if it is approved. Attached hereto as **Exhibit 4** is a copy of PAGA Counsel's billable
23 records for this case.

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

28 22. Contingent-fee cases present the very real risk of working hundreds if not thousands of

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

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

22 24. PAGA counsel in contingency-fee cases have received attorneys' fees greater than
23 one-third of the gross settlement amount. See *Crandall v. U-Haul* (Los Angeles County Super.
24 Ct., Case No. BC178775), the Honorable Steven Czuleger awarded a 40% attorney fee request in
25 an overtime-exemption class action; in *Bushnell v. Cremar, Inc.* (Orange County Super. Ct.,
26 Case No. 657778), the Honorable Donald E. Smallwood awarded attorneys' fees in the amount
27 of 38%; in *Abzug v. Kerkorian* CA000981 (Los Angeles County Super. Ct., November 1990),
28 the Honorable R. William Schoettler awarded a 45% fee; in *Haitz v. Meyer, et al.*, Alameda

1 County Super. Court, 8-20-1990 No. 572968-3, the court awarded a 40% fee; in *Elliott v.*
2 *Clothestime* (Orange County Super. Ct., Case No. 01-CC00333) the Honorable Jonathan Cannon
3 awarded a 40% fee in a wage-and-hour class action which had not yet proceeded to the class
4 certification stage; in both *Rippee v. Boston Market Corporation*, Case No.: 05 CV 1359 BTM
5 (JMA) and *Barile v. Boston Market Corporation*, Case No.: 05 CV 1360 BTM (JMA), the
6 Honorable Judge Barry T. Moskowitz awarded a 40% fee to plaintiffs' counsel in wage-and-hour
7 class actions that had not proceeded to the class-certification stage.

8 **The Lodestar Method**

9 25. Class Counsel's lodestar calculation supports the requested attorneys' fees. The
10 lodestar calculation typically proceeds in three steps. First, a trial court must determine a baseline
11 guide or "lodestar" figure based on the time spent and reasonable hourly compensation for each
12 attorney involved in the case. *Serrano v. Priest* (1975) 20 Cal.3d 25, 48. The court then sets a
13 reasonable hourly fee to apply to the time expended, with reference to the prevailing rates in the
14 geographical area in which the action is pending. *Bihun v. AT&T Information System* (1993) 13
15 Cal.App.4th 976, 997. Finally, a "multiplier" is selected with reference to the following factors:
16 (1) the novelty and difficulty of issues involved, (2) the skill displayed in presenting them, (3)
17 the extent to which the nature of the litigation precluded other employment by the attorneys, and
18 (4) the contingent nature of the fee award, based on the uncertainty of prevailing on the merits
19 and of establishing eligibility for the award. *Serrano, supra*, 20 Cal.App.3d at 49.

20 26. Class Counsel charges rates commensurate with the prevailing market rates in the Los
21 Angeles and Long Beach areas for attorneys of comparable experience and skill handling
22 complex litigation. Aside from being warranted by our skill, experience and ability, Class
23 Counsel's rates that were used in application of the lodestar cross check in this case are
24 supported by the Laffey Matrix attached hereto as **Exhibit 5** when adjusted for locality (Los
25 Angeles County, further discussed below).

26 27. California Courts have applied the Laffey Matrix with adjustments to the specific
27 California locality where the Counsel's office is located based on "Locality Pay Tables." (*Syers*
28 *Properties III, Inc. v. Rankin* (2014) 226 Cal.App.4th 691, 695-696 [affirming fee award based

1 on Laffey Matrix with upward 9 percent rate adjustment from D.C. area compared to San
2 Francisco Bay Area based on Locality Pay Tables]; *In re HPL Techs., Inc., Secs. Litig.* (N.D.
3 Cal. April 22, 2005, No. C-02-3510 VRW) 365 F.Supp.2d 912, 921-922 [using Laffey Matrix
4 with upward adjustment of 9 percent for San Francisco based on difference between D.C. Area's
5 +15.98 locality pay compared to San Francisco's +26.39 percent locality pay differential from
6 the federal courts' "Judiciary Salary Plan Pay Tables."].)

7 28. I have knowledge about the hourly rates charged by Los Angeles County attorneys and
8 paralegals. Based on the information I have, I believe that their stated hourly rates are reasonable
9 and appropriate for attorneys and paralegals with comparable expertise, experience, and
10 qualifications.

11 29. As explained below, the lodestar crosscheck yields a modest multiplier when rates
12 from the Los Angeles locality adjusted Laffey Matrix are used. The hourly rates found in the
13 2024-2025 adjusted Laffey Matrix¹ focus on the costs of legal services within the Washington-
14 Baltimore-Arlington area and therefore adjustments based on differences in cost of legal services
15 in different localities allows for better assessment of reasonableness.

16 30. I arrived at a locality adjustment rate of 0.025 by comparing the locality payment
17 adjustments to the Judiciary Salary Plan for Federal judiciary employees. Locality payment
18 adjustments are made to the base pay of Federal workers in localities where the base pay is
19 generally lower than the rates paid for the same levels of work by non-Federal workers in the
20 same locality, so that the wages of Federal workers would roughly be on par with employees
21 within the locality performing similar levels of work.² Because this metric is designed
22 specifically to equalize for wages given different market rates in different localities, a
23 comparison of the adjustment rate between the Washington-Baltimore-Arlington area, and Los
24 Angeles-Long Beach area is an excellent measure for determining locality adjustment to the
25 Laffey Matrix.

26
27 ¹ "Adjustment Factor" as used in the Laffey Matrix refers to nation-wide Legal Services Component of the
28 Consumer Price Index produced by the Bureau of Labor Statistics and does not mean the Matrix is adjusted for
locality differences in pay.

² 5 U.S. §5302(6)

31. The Judiciary Salary Plan (referred to in *In re HPL Techs., Inc.*) and Locality Pay Table for Los Angeles-Long Beach, a 36.47% locality adjustment. The Judiciary Salary Plan for Los Angeles-Long Beach, CA is attached hereto as **Exhibit 6**, and the 2025 Locality Pay Table for Los Angeles-Long Beach, CA is attached hereto as **Exhibit 7**. In comparison, the Judiciary Salary Plan and Locality Pay Table for Washington-Baltimore-Arlington locality include a 33.94% locality adjustment. The Judiciary Salary Plan for Washington-Baltimore-Arlington is attached hereto as **Exhibit 8**, and the 2025 Locality Pay Table for Washington-Baltimore-Arlington is attached hereto as **Exhibit 9**. The Locality Pay Area Definitions defining counties within Los Angeles-Long Beach, CA are attached hereto as **Exhibit 10**.

32. This means that legal workers in the Los Angeles-Long Beach area made roughly 2.5% more, than comparable legal workers in the Washington-Baltimore-Arlington area (36.47%-33.94%). Therefore, an averaged adjustment rate of .025 to the Laffey Matrix provides a satisfactory adjustment to the Laffey Matrix to adjust for locally prevalent rates of pay in Los Angeles.

33. In applying the locality adjustment rate of .025 to the Laffey Matrix for attorneys working in Los Angeles-Long Beach County over the Washington-Baltimore-Arlington area stated in the Laffey Matrix, the 2024-2025 Adjusted Laffey Matrix hourly rates adjusted for this case are:

Year	Adj. Factor **	Paralegal/ Law Clerk	1-3	4-7	8-10	11-19	20+
6/1/24- 5/31/25	0.025	\$264.45	\$484.825	\$595.53	\$859.98	\$971.70	\$1,169.53

34. Working closely with the other attorneys and paralegals in my firm, including on motions for attorneys' fees, I am aware of the experience and achievements of the counsel involved in this matter as well as the rates which would be charged if our work was on an hourly basis. Based on this information, I believe that my rate and the rates of the attorneys and paralegals in my firm are reasonable, appropriate, and fully consistent with the market rate for

1 attorneys with comparable expertise, experience, and qualifications in Los Angeles.

2 35. Moreover, PAGA Counsel spent substantial time on this matter. Aside from drafting
3 the initial complaint, PAGA Counsel conducted informal discovery, reviewed and analyzed time
4 and pay records, employment handbooks, Plaintiffs' personnel file, relevant policies and other
5 documentation, researched the applicable law and potential defenses, constructed damage models
6 based on interpretations of California law, reviewed information provided by Defendant at the
7 mediation, engaged in meet and confer efforts with Defendant, drafted and revised the settlement
8 agreement, and drafted this Motion. PAGA Counsel conservatively estimates that it invested at
9 least 143.1 hours of attorney time in this matter. I estimate that I have spent at least 8.4 hours on
10 this matter with an hourly rate of \$1,045 (17 years out of law school, Laffey Matrix rate of
11 \$948.00). Attorney Alvin B. Lindsay spent approximately 23.1 hours on this matter and his
12 current billing rate is \$1,260 (24 years out of law school, Laffey Matrix rate of \$1,169.53).
13 Attorney Antonia McKee spent approximately 31.2 hours on this matter and her current billing
14 rate is \$475.00 (4 years out of law school, Laffey Matrix rate of \$581.00). Attorney Tania
15 Fonseca spent approximately 63.3 hours on this matter and her current billing rate is \$840 (11
16 years out of law school, Laffey Matrix rate of \$948). Former D.Law attorney Rose Sorial spent
17 approximately 13.2 hours on this matter and her current billing rate is \$950.00 (15 years out of
18 law school, Laffey Matrix rate of \$971.70). Paralegal Jose Lopez's records indicate at least 13.6
19 hours on this matter with an hourly rate of \$300 (Laffey Matrix rate of \$258). Paralegal Sasha
20 Zambrano's records indicate at least 10.7 hours on this matter with an hourly rate of \$250
21 (Laffey Matrix rate of \$258). Paralegal Silvia Pimentel's records indicate at least 0.8 hours on
22 this matter with an hourly rate of \$350 (Laffey Matrix rate of \$258). Paralegal Janet Linares's
23 records indicate at least 0.7 hours on this matter with an hourly rate of \$250 (Laffey Matrix rate
24 of \$258). Paralegal Akiko Iwata's records indicate at least 0.2 hours on this matter with an
25 hourly rate of \$275 (Laffey Matrix rate of \$258). Paralegal Katheryn Perez's records indicate at
26 least 0.1 hours on this matter with an hourly rate of \$250 (Laffey Matrix rate of \$258). Paralegal
27 Brent Insua's records indicate at least 0.1 hours on this matter with an hourly rate of \$275
28 (Laffey Matrix rate of \$258). The total lodestar for PAGA Counsel is \$130,647.50.

36. The below table summarizes PAGA Counsel's total hours, billables, and costs:

<u>Attorney/Firm</u>	<u>Total Hours</u>	<u>Total Billables</u>	<u>Costs</u>
D.Law			\$22,948.20
Tania Fonseca (D.Law)	63.3	\$53,172.00	
Alvin Lindsay (D.Law)	23.1	\$29,106.00	
Antonia Bliznets (D.Law)	31.2	\$14,820.00	
Rose Sorial (D.Law)	13.2	\$12,540.00	
Enoch Kim (D.Law)	8.4	\$8,778.00	
Jose Lopez (D.Law)	13.6	\$4,080.00	
Sasha Zambrano (D.Law)	10.7	\$2,675.00	
Silvia Pimentel (D.Law)	0.8	\$280.00	
Janet Linares (D.Law)	0.7	\$175.00	
Akiko Iwata (D.Law)	0.2	\$55.00	
Katheryn Perez (D.Law)	0.1	\$25.00	
Brent Insua (D.Law)	0.1	\$27.50	
Totals:	137	\$130,647.50	\$22,948.20

37. Multiplying the total hours billed by PAGA Counsel by their reasonable hourly rates yields a lodestar of \$130,647.50, which requires no positive multiplier.

38. Thus, the fee request of \$71,666.67 is less than the amount warranted by the lodestar analysis. This disparity is important to note because when plaintiffs seek an amount in fees that is less than what they actually billed, the requested fee amount is generally considered reasonable. (*Chun-Hoon v. McKee Foods Corp.* (N.D. Cal. 2010) 716 F. Supp. 2d 848, 854 [finding that, if the court is asked to apply a negative multiplier, it “suggests the negotiated fee award is reasonable and fair valuation of the services rendered to the class by Plaintiff’s Counsel.”].)

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

EXPERIENCE AND VIEWS OF COUNSEL

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

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

42. D.Law has litigated and successfully resolved many wage and hour class action cases involving failure to pay wages and derivative Labor Code claims and penalties. See e.g. *De La Rosa v. The Coca Cola Company et al.* (Superior Court of California in Napa, 17CV000787), *Harvey v. Bed Bath & Beyond of California Limited Liability Company* (Superior Court of California in Alameda, RG17885153), *Paredes v. Bottling Group LLC et. al.* (Superior Court of California in Kern), *Ramirez v. Harris Ranch Beef Company* (Superior Court of California in Fresno, 16CECG04103), *Gates v. Gate Gourmet, Inc. et. al.* (Southern District of California, 16-cv-01084-L-AGS), *Hargrave v. Antelope Valley Hospital* (Superior Court of California in Los Angeles, BC663252), *Ramirez v. Milton Roy et. al.* (Superior Court of California in Los Angeles, BC 632 276), *Hawkins v. AvalonBay Communities* (Superior Court of California in Santa Clara, 17CV316492), *Jones Tharpe et al. v. Sprint Corporation et al.* (Superior Court of California in Los Angeles, BC644645), *Ortega et al. v. Nestle Waters North America, Inc. et al.* (Superior Court of California in Los Angeles, BC623610), *Schultz v. Jimbo's Natural Family, Inc.* (Superior Court of California in San Diego, 37-2017-00022348-CUE-OE-CTL), *Ambrose v. Victor Valley Global et al.* (Superior Court of California in San Bernardino, CIVDS1709289),

1 Puerta-Gildardo v. Real Time Staffing Services LLC et. al. (Superior Court of California in Los
2 Angeles, BC565445), Vargo v. Pregis Innovative Packaging LLC (Superior Court of California
3 in Tulare, 270836), Conlin v. Aegis Senior Communities LLC (Northern District of California,
4 17-cv-05534-LHK), Galarza v. Kloeckner Metals Corporation (Central District of California,
5 2:17-cv-04910-FMO), Estes v. L3 Technologies, Inc. et al. (Southern District of California, 3:17-
6 cv-02356-H-JMA), Rowser v. Trunk Club, Inc. (Central District of California, 2:17-cv-05064-
7 DSF-RAO), Leach v. The Claremont Colleges, Inc. (Superior Court of California in Los
8 Angeles, BC686451), Vaesau v. PCT Enterprises, Inc. dba Precision Cabinets (Superior Court of
9 California, County of Contra Costa MSC18-02404), Terry v. TF Louderback, Inc. dba Bay Area
10 Beverage Company (Superior Court of the State of California, County of Contra Costa, MSC18-
11 00859), Roach v. Westcare California, Inc. (Superior Court of California in Kern County, BCV-
12 17-102367-SDS), Patton v. Church & Dwight Co., Inc. (Central District of California, EDCV
13 18-903-MWF (KKx)), Juarez v. ISL Employees, Inc. (Superior Court of California in Madera,
14 MCV074787), Ferraro v. USC Verdugo Hill s Hospital, et al. (Superior Court of California in
15 Los Angeles, 18STCV09463), Ford v. Account Control Technology, Inc., et al. (Superior Court
16 of California in Los Angeles, 19STCV09369), Ornelas v. iStorage, et al. (Superior Court of
17 California in San Francisco, CGC-18-571421), Martinez v. Ronpak, Inc. (Superior Court of
18 California in Riverside, RIC1901307), Barrera et al. v. Exclusive Wireless, Inc. (Superior Court
19 of California in Stanislaus, 9000687), Barajas v. Mancha Development Company LLC (Superior
20 Court of California in Orange County, 30-2018-00974707-CU-OE-CXC), Prado v. IMAX
21 Corporation dba IMAC Worldwide Home (Superior Court of California in San Bernardino,
22 CIVDS1820265), Rodriguez v. ND Industries, Inc. (Superior Court of California in Los Angeles,
23 19STCV38096), Singletary v. Motel 6 Operating LP, et al. (Southern District of California, 3:20-
24 cv-0270-LAB-AHG), Quizon v. CF Watsonville East, LLC, et al. (Superior Court of California
25 in Santa Cruz, 20CV01868), Stephenson v. Bakersfield Dodge, Inc. (Superior Court of
26 California in Kern, BCV-20-102693), Bacerra v. Hugo Boss Retail, Inc. (Superior Court of
27 California in San Diego, 37-2021-00002933-CU-OE-CTL), Walker v. Ariat International, Inc.
28 (Superior Court of California in Alameda, HG19026439), Orr v. Petvet Care Centers (California)

1 Inc. (Superior Court of California in Santa Clara, 19CV354063), Jimenez v. OEC Distribution
2 Services, Inc. (Superior Court of California in San Bernardino, CIVDS1915743), Viridi v.
3 Absolute Security International (Superior Court of California in San Bernardino, CIVDS
4 1909589), Raj v. First Transit, Inc (Superior Court of California in Sacramento, 34-2021-
5 00295895-CU-OE-GDS), Marchbanks v. Torrid Administration, Inc. (Superior Court of
6 California in San Diego, 37-2020-00008179-CU-OE-NC), among others.

7 43. I am Senior Counsel at D.Law. I was admitted to the California Bar in December
8 2008. I received my J.D. from Pepperdine University School of Law and B.S. from University of
9 Southern California. Since graduating from law school, I have dedicated virtually my entire
10 career on the practice of employment law. I have practiced employment law from the plaintiff's
11 side, defense side, and from an in-house position. I have significant experience specifically
12 working on wage and hour class and PAGA actions from the plaintiff's side as well as the
13 defense side, with the majority of my experience coming from the plaintiff's side.

14 44. Senior Counsel Alvin B. Lindsay graduated from the United States Military Academy
15 at West Point and then served as an Army Officer for 10 years in the Corps of Engineers. He
16 then earned his Juris Doctorate from Whittier Law School and has been practicing in California
17 for over twenty years. Since 2010, he has exclusively focused his practice on representing
18 employees including in wage-and-hour class and PAGA actions. During his career, he has
19 represented employees in many wage-and-hour class and PAGA action lawsuits as lead or co-
20 lead counsel (including in the Central, Southern, Eastern, and Northern Districts of California),
21 and has been successful in getting many contested class action cases certified and has secured
22 class and PAGA settlements for many millions of dollars against a range of defendants,
23 including Fortune 500 companies. He is experienced and qualified to evaluate the representative
24 claims, to evaluate settlement versus trial on a fully informed basis, and to evaluate the viability
25 of the defenses.

26 45. Attorney Tania Fonseca received her bachelor's degree from University of California,
27 San Diego in 2011, and her Juris Doctor degree from California Western School of Law in 2015.
28 Her entire professional career has focused on plaintiff's side employment law, and she has been

1 previously appointed as class and PAGA counsel for many other wage and hour settlements in
2 both California state and federal court.

3 46. Associate Attorney Antonia McKee received her bachelor's degree from the
4 University of California, Davis in 2020, and her Juris Doctorate degree from Southwestern Law
5 School, accelerated SCALE program, in 2021. Since starting her professional career, she has
6 focused on plaintiff's side employment law and has been appointed as class and PAGA counsel
7 in other wage and hour settlements in California state court.

8 47. Former Associate Attorney Rose Sorial earned her bachelor's degree from Loyola
9 Marymount University and her Juris Doctorate in 2006 from Trinity Law School. She has
10 devoted the majority of her legal career to the practice of employment law and has been
11 appointed as class counsel for many class and representative action settlements involving the
12 gamut of wage-and-hour claims, including claims for failure to pay minimum wages, unpaid
13 wages and overtime, inaccurate pay statements, and failure to pay timely wages - similar to
14 claims at issue in the present matter.

15 48. Certified Paralegal Sasha Zambrano graduated from Universidad Catolica Andres
16 Bello in Caracas, Venezuela with a degree of Attorney at Law. She began her legal career
17 in 2012, in labor law and employment matters. Since 2017, Ms. Zambrano has worked
18 exclusively on wage and hour matters class and representative action cases. In June 2025, Senior
19 Attorney Alvin B. Lindsay of D.Law attested to Ms. Zambrano's paralegal qualifications, under
20 Business & Professions Code section 6450(c)(3), affirming her capabilities handling paralegal
21 tasks.

22 49. Certified Paralegal Silvia Pimentel began her legal career in February 2020 providing
23 administrative support to attorneys for employment law matters at David Yeremian &
24 Associates, Inc. She earned her ABA-approved Certificate in Paralegal Studies from Pasadena
25 City College's Business, Engineering, and Technology Division in June 2021 meeting the
26 requirements of Business & Profession Code section 6450(c)(1). Ms. Pimentel joined D.Law in
27 August 2023, as a Litigation Support Specialist.

28 50. Certified Paralegal Janet Linares graduated from California State University,

1 Northridge with a Bachelor of Science, Business Administration with a focus in Business Law
2 and a minor in Finance. She began her legal career in 2022, in immigration matters as a legal
3 assistant/secretary. In August of 2025, she completed the UCLA – Extension’s Paralegal
4 Training Program. In November 2025, managing partner of D.Law, Inc. David Yeremian
5 certified her experience as a paralegal under Business & Profession Code section 6450(c)(3).

6 51. Certified Paralegal Akiko Anna Iwata earned her baccalaureate degree from Loyola
7 Marymount University with a double-major in International Relations and Sociology, and a
8 minor in Asian and Pacific Studies. She began her legal career in 2022, in real estate matters as a
9 legal assistant, and continued to work in Lemon Law as an attorney's assistant and then Paralegal
10 in 2024. She completed a year of full-time paralegal experience and gained the requisite skills to
11 earn her paralegal declaration in 2025.

12 52. Certified Paralegal Katheryn Perez graduated in 2023 from the University of
13 California, Los Angeles with a degree in Political Science. Since joining D.Law, Inc. Ms. Perez
14 has worked exclusively on wage and hour matters class and representative action cases. In
15 November 2025, managing partner David Yeremian of D.Law attested to Ms. Perez’ paralegal
16 qualifications, under Business & Professions Code section 6450(c)(3), affirming her capabilities
17 handling paralegal tasks.

18 53. Certified Paralegal Brent Insua graduated from University of California, Santa Cruz in
19 2023 with a bachelor’s degree in politics. In 2024, Mr. Insua graduated from the University of
20 California, Los Angeles, Paralegal Training Program meeting the requirements of Business &
21 Profession Code section 6450(c)(1). In January 2025, Mr. Insua joined D.Law, Inc. as a
22 Litigation Paralegal, focusing exclusively on wage and hour class action and representative
23 cases.

24 54. The collective experience of the D.Law attorneys in litigating employment wage and
25 hour matters has been integral in identifying legal issues, evaluating the strengths and
26 weaknesses of a case, and generally negotiating fair and reasonable class and representative
27 action settlements. This experience is helpful in assessing the reasonableness of settlements such
28 as the one at issue here. Based on our experience, PAGA Counsel concluded that this lawsuit

1 could not have been settled on better terms than provided under the present settlement
2 agreement.

3 55. In sum, PAGA Counsel are experienced in employment class action and PAGA
4 litigation and are adequate to represent the Aggrieved Employees in the instant action.

5 **SUMMARY**

6 56. The parties agreed to use Phoenix Settlement Administration as the third-party
7 settlement administrator in this case. Phoenix will be responsible for updating the addresses for
8 the Aggrieved Employees, mailing the Notice of Settlement and calculating and distributing the
9 settlement checks, among other duties. Phoenix capped its fees at \$4,950.00 for administering
10 the Settlement and based on PAGA Counsel's experience in other class and PAGA settlements,
11 Phoenix's costs for administering this Settlement are fair and reasonable. The Declaration of
12 Jodey Lawrence (Phoenix President of Business Development) is filed concurrently herewith.

13 57. On February 24, 2026, my office submitted the proposed Settlement to the LWDA.
14 Attached hereto as **Exhibit 10** is a true and correct copy of the confirmatory email my office
15 received from the LWDA after submission of the Settlement.

16 58. I am not aware of any class or other representative action in any other court that
17 asserts claims similar to those alleged in the action being settled.

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

20 Executed this 24th day of February, 2026, at Glendale, California.

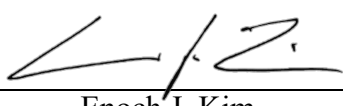
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EXHIBIT 1

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiff CHERRIE M. ALONZO and Plaintiff AMANDA BUCARO (“Plaintiffs”) and Defendant REIMAGINE NETWORK (“Defendant”). The Agreement refers to Plaintiffs and Defendant collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

- 1.1. “Action” means the Plaintiffs’ lawsuit alleging wage and hour violations against Defendant captioned *Cherrie M. Alonzo and Amanda Bucaro, et al. v. Reimagine Network*, Case No. 30-2023-01351853 initiated on September 29, 2023, in the County of Orange County and pending in Superior Court of the State of California.
- 1.2. “Administrator” means Phoenix Settlement Administration, the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 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 this Settlement.
- 1.4. “Aggrieved Employee” means a person employed by Defendant in California and classified as an hourly, non-exempt employee who worked for Defendant during the PAGA Period.
- 1.5. “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.
- 1.6. “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.
- 1.7. “Aggrieved Employee PAGA Penalties” means the 25% of the Net Settlement Amount paid to Aggrieved Employees.
- 1.8. “Court” means the Superior Court of California, County of Orange.
- 1.9. “Defendant” means named Defendant Reimagine Network.

- 1.10. “Defense Counsel” means Beth Schroeder and Matthew Pate of Raines Feldman Littrell LLP.
- 1.11. “Effective Date” means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Approving the PAGA Settlement and (b) the Judgment is final. The Judgment is final as of the day that the Court enters Judgment.
- 1.12. “Gross Settlement Amount” or “GSA” means \$215,000.00, which is the total amount Defendant agrees to pay under the Settlement except as provided in Paragraph 8 below. The Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees, PAGA Counsel Expenses, and the Administration Expenses Payment.
- 1.13. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of the Aggrieved Employee PAGA Penalties calculated according to the number of PAGA Pay Periods worked during the PAGA Period.
- 1.14. “Judgment” means the judgment entered by the Court based upon the final approval of the Settlement reflected in this Agreement.
- 1.15. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.16. “LWDA PAGA Payment” means the 75% of the Net Settlement Amount paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.17. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: The PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be used for the LWDA PAGA Payment and Aggrieved Employees’ Individual PAGA Payments.
- 1.18. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).
- 1.19. “PAGA Counsel” means D.Law, Inc., including Emil Davtyan, David Yeremian, Alvin B. Lindsay, Enoch J. Kim, Rose Sorial, Antonia McKee, and all lawyers affiliated with this firm.

- 1.20. “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.
- 1.21. “PAGA Notice” means Plaintiffs’ September 29, 2023, letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a). LWDA Case No. LWDA-CM-984558-23.
- 1.22. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.
- 1.23. “PAGA Period” means the period from September 29, 2022, through the date the Court enters PAGA settlement approval.
- 1.24. “PAGA Representative” means the named Plaintiff in the operative complaint in the Action seeking Court approval to serve as a PAGA Representative.
- 1.25. “Plaintiff” means Cherrie M. Alonzo, and Amanda Bucaro, the named Plaintiffs in the Action.
- 1.26. “Released PAGA Claims” means the claims being released as described in Paragraph 5.1 below.
- 1.27. “Released Parties” means: Defendant and each of its former and present directors, officers, shareholders, owners, members, managing agents, attorneys, insurers, predecessors, successors, and assigns.
- 1.28. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.

2. RECITALS.

- 2.1. On September 29, 2023, Plaintiffs commenced this Action by filing a Complaint alleging causes of action against Defendant for (1) Failure to Pay Minimum Wages; (2) Failure to Pay Wages and Overtime Under Labor Code Section 510; (3) Failure to Pay Reporting Time Under 8 CCR Section 11050(5); (4) Meal Period Liability Labor Code Section 226.7; (5) Rest-Break Liability Labor Code Section 226.7; (6) Violation of Labor Code Section 226; (7) Violation of Labor Code Section 221; (8) Violation of Labor Code Section 204; (9) Violation of Labor Code Section 203;

(10) Failure to Maintain Records Required Under Labor Code Sections 1174, 1174.5; (11) Failure to Produce Requested Employment Records Under Labor Code Sections 226, 1198.5; (12) Failure to Reimburse Necessary Business Expenses Under Labor Code Section 2802; and (13) Violation of Business & Professions Code Section 17200 *et seq.* On December 4, 2023, Plaintiffs filed a First Amended Complaint alleging causes of action against Defendant for Civil Penalties Pursuant to the Private Attorneys General Act of 2004 (“PAGA”), Labor Code Section 2698, *et seq.* Plaintiffs shall file Dismissal of Plaintiff’s class claims without prejudice and their individual claims with prejudice, leaving only the PAGA Claims remaining (the “Operative Complaint”). Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in the Operative Complaint and denies any and all liability for the causes of action alleged.

- 2.2. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiffs represent they gave timely written notice to Defendant and the LWDA by sending the PAGA Notice.
- 2.3. On October 24, 2024, Plaintiffs and Defendant participated in an all-day mediation presided over by Steven Serratore, which led to this Agreement to settle the Action.
- 2.4. Prior to mediation, Plaintiffs obtained, through informal discovery, time records, pay records, and information relating to the size and scope of the group of Aggrieved Employees, as well as data permitting Plaintiffs to adequately understand the nature and scope of the allegations in the Operative Complaint, including approximately 15% of time and wage records which were analyzed by Plaintiffs’ Counsel and Plaintiffs’ Counsel’s expert. Plaintiffs represent the investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 (“*Dunk/Kullar*”).
- 2.5. The Parties 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. Except as otherwise provided by Paragraph 8 below, Defendant promises to pay Two Hundred Fifteen Thousand Dollars and Zero Cents (\$215,000.00) and no more as the Gross Settlement Amount. Defendant has no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 4.3 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:

- 3.2.1 To PAGA Counsel: A PAGA Counsel Fees Payment of not more than One-Third (1/3) of the Gross Settlement Amount, which is currently estimated to be \$71,666.67, and a PAGA Counsel Litigation Expenses Payment for actual and reasonable expenses incurred, which is currently estimated not to exceed \$25,000.00. In the event that the escalator clause described in Paragraph 8 herein is triggered and the Gross Settlement Amount is increased, the PAGA Counsel Fees Payment shall correspondingly increase in order to remain One-Third of the increased Gross Settlement Amount, subject to court approval. Defendant will not oppose requests for these payments provided that they do not exceed these amounts. Plaintiffs will file a motion for PAGA Counsel Fees Payment and Litigation Expenses Payment. 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. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Expenses Payment using one or more IRS 1099 Forms.
- 3.2.2 To the Administrator: An Administration Expenses Payment not to exceed \$4,950.00 except for a showing of good cause and as approved by the Court. To the extent that the Administrator's expenses are less or the Court approves payment less than \$4,950.00, the Administrator will retain the remainder in the Net Settlement Amount.
- 3.2.3 To the LWDA and Aggrieved Employees: The LWDA PAGA Payment in the amount of 75% of the Net Settlement Amount, a share currently estimated to be \$85,037.50, shall be paid to the LWDA under Labor Code section 2699, subd. (i). The Aggrieved Employee PAGA Penalties in the amount of 25% of the Net Settlement Amount shall be allocated for 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 PAGA Penalties, representing 25% of the Net Settlement Amount, a share currently estimated to be \$28,345.83, 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. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

- 3.2.4 In the event that the Court reduces or does not approve the requested PAGA Counsel Fees Payment and/or PAGA Counsel Litigation Expenses Payment, PAGA Counsel reserves their right to appeal such order, however, Plaintiff and/or PAGA Counsel will not request or demand an increase to the Gross Settlement Amount on that basis.

4. SETTLEMENT FUNDING AND PAYMENTS.

- 4.1. Aggrieved Employee Pay Periods. Based on a review of its records to date, Defendant estimates Aggrieved Employees worked a total of 5,900 PAGA Pay Periods as of the time of mediation.
- 4.2. Aggrieved Employee Data. Within 14 days of the Court's order granting approval of the Settlement, 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 Aggrieved Employee identifying information and to provide corrected or updated Aggrieved Employee Data to the Administrator 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. Defendant shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than 14 days after the Effective Date.
- 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 Litigation Expenses Payment.
 - 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. 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. The Administrator will cancel all checks not cashed by the void

date. Before mailing any checks, the 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 other Aggrieved Employee 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 Employee 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, 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 cancelled after the void date, the Administrator shall transmit the funds represented by such checks 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 Aggrieved Employee (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. **RELEASES OF CLAIMS.** Effective on the date when Defendant fully funds the entire Gross Settlement Amount, Plaintiffs and all Aggrieved Employees are deemed to release claims against all Released Parties as follows:

- 5.1. Release by Plaintiffs and Aggrieved Employees: Plaintiffs, the LWDA and Aggrieved Employees release and resolve all claims against the Released Parties for civil penalties under PAGA arising during the PAGA Period that were alleged or reasonably could have been alleged based on the facts asserted in the Operative Complaint and PAGA Notice, including claims brought for violations of California Labor Code sections 201, 202, 203, 204, 226, 226.7, 246, 248.1, 248.2, 248.5, 510, 512, 558, 1174, 1174.5, 1185, 1194, 1194.1, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2802, and 2810.5, and the applicable IWC Wage Order(s).

6. **MOTION FOR APPLICATION FOR APPROVAL OF SETTLEMENT.** The Parties agree to file an application or motion for approval of this Settlement that complies with the Court's current checklist for approvals.

- 6.1. Plaintiff's Responsibilities. Plaintiff will prepare 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 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 (iii) 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. Plaintiff is also responsible for delivering the Court's Approval Order to the Administrator.
- 6.2. Responsibilities of Counsel. The Parties are jointly responsible for expeditiously obtaining a prompt hearing date for the motion for approval and appearing in Court to advocate in favor of the motion.
- 6.3. Duty to Cooperate. If the Parties disagree on any aspect of the proposed application or motion for approval of this Settlement and/or the supporting declarations and documents, the Parties will expeditiously work together, by and through their respective Counsel, by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant motion for approval of this Settlement or conditions its approval on any material change to this Agreement, the Parties, by and through their respective Counsel, will expeditiously work together 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 Administration to serve as the Administrator and verified that, as a condition of appointment, Phoenix agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for the Administration Expenses Payment. 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.
- 7.5. Notice to Aggrieved Employees. No later than three (3) business days after receipt of the Aggrieved Employee Data, the Administrator shall notify PAGA Counsel that the list has been received and state the number of Aggrieved Employees, and PAGA Pay Periods.
8. **AGGRIEVED EMPLOYEE SIZE ESTIMATES AND ESCALATOR CLAUSE.** Based on its records, Defendant estimates that, as of the date of mediation, Aggrieved Employees worked approximately 5,900 PAGA Pay Periods during the PAGA Period. If the total number of PAGA Pay Periods as of the end of the PAGA Period exceeds the above figure by greater than 10%, then the Gross Settlement Amount shall increase pro rata based on the number of additional PAGA Pay Periods above 10% (i.e., if the number of PAGA Pay Periods is 11% greater than the above figure, then the Gross Settlement Amount shall increase by 1%). However, if the number of PAGA Pay Periods worked by Aggrieved Employees in the PAGA Period increased by more than 10%, Defendant may elect to end the PAGA Period on the date that 6,490 PAGA Pay Periods were worked by Aggrieved Employees. If this provision is triggered, and Defendant elects to increase the GSA pro rata, the Parties agree that the portion of the GSA allocated to attorneys' fees will increase proportionally such that the total amount of attorneys' fees remains one-third of the GSA after the upward adjustment allowed by this provision is implemented.

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, their respective 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.

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. If, for any reason the Court does not approve this Settlement, Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to contest Defendant's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).
- 10.2. **Integrated Agreement.** Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.
- 10.3. **Attorney Authorization.** The Parties separately warrant and represent that they have authorized their respective Counsel to take all appropriate action required or permitted to be taken pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this

Agreement including any amendments to this Agreement.

- 10.4. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.
- 10.5. No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 10.6. No Tax Advice. The Parties are not providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 10.7. Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 10.8. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 10.9. Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 10.10. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 10.11. Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 10.12. 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 Aggrieved Employee 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 date when the Court

discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiff shall destroy, all paper and electronic versions of Aggrieved Employee Data received from Defendant unless, prior to the Court's discharge of the Administrator's obligation, Defendant makes a written request to PAGA Counsel for the return, rather than the destructions, 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, to the other Party's respective counsel of record.

To Plaintiffs Cherrie Alonzo & Amanda Bucaro:

D.LAW, INC.

Emil Davtyan
Emil@d.law
Alvin B. Lindsay
a.lindsay@d.law
Rose Sorial
r.sorial@d.law
Enoch Kim
e.kim@d.law
Antonia McKee
a.bliznets@d.law
450 N Brand Blvd., Suite 840
Glendale, CA 91203
Telephone: (818) 962-6465
Fax: (818) 962-6469

To Defendant Reimagine Network:

RAINES FELDMAN LITRELL LLP

Beth Schroeder
bschroeder@raineslaw.com
Matthew Pate
mpate@raineslaw.com
1900 Avenue of the Stars, 19th Floor

Los Angeles, CA 90067
Telephone: (310) 440-4100

- 10.16. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.
- 10.17. 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 entire period of this settlement process.
- 10.18. Enforcement Action. In the event that one or more of the Parties institutes any legal action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement or to declare rights and/or obligations under this Settlement, the successful Party or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorney's fees and costs, including expert witness fees in connection with any enforcement actions.

Dated: 11/25/2025 _____

AMANDA BUCARO

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Dated: _____

CHERRIE M. ALONZO

Dated: _____

REIMAGINE NETWORK

Name: _____

Title: _____

APPROVED AS TO FORM ONLY AND WITHOUT INTENDING TO BE BOUND:

Dated: _____

D.LAW, INC.

Emil Davtyan
David Yeremian
Alvin B. Lindsay
Enoch Kim
Antonia McKee
Attorneys for CHERRIE M. ALONZO and
AMANDA BUCARO on behalf of themselves
and all others similarly situated

Dated: _____

RAINES FELDMAN LITRELL LLP

Beth Schroeder
Matthew Pate
Attorneys for Defendant REIMAGINE
NETWORK

Dated: _____

AMANDA BUCARO

Dated: 12/4/2025

CHERRIE M. ALONZO

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Dated: 12/9/2025

REIMAGINE NETWORK

DocuSigned by:

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Name: Sofia Martinez

Title: CEO

APPROVED AS TO FORM ONLY AND WITHOUT INTENDING TO BE BOUND:

Dated: January 5, 2026

D.LAW, INC.



Emil Davtyan
David Yeremian
Alvin B. Lindsay
Enoch Kim
Antonia McKee
Attorneys for CHERRIE M. ALONZO and
AMANDA BUCARO on behalf of themselves
and all others similarly situated

Dated: _____

RAINES FELDMAN LITRELL LLP

Beth Schroeder
Matthew Pate
Attorneys for Defendant REIMAGINE
NETWORK

Dated: 11/25/2025 _____

AMANDA BUCARO

DocuSigned by:

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Dated: _____

CHERRIE M. ALONZO

Dated: 12/9/2025 _____

REIMAGINE NETWORK

DocuSigned by:

EB137CED4BE847C...

Name: Sofia Martinez _____

Title: CEO _____

APPROVED AS TO FORM ONLY AND WITHOUT INTENDING TO BE BOUND:

Dated: _____

D.LAW, INC.

Emil Davtyan
David Yeremian
Alvin B. Lindsay
Enoch Kim
Antonia McKee
Attorneys for CHERRIE M. ALONZO and
AMANDA BUCARO on behalf of themselves
and all others similarly situated

Dated: December 9, 2025 _____

RAINES FELDMAN LITTRELL LLP



Beth Schroeder
Matthew Pate
Attorneys for Defendant REIMAGINE
NETWORK

EXHIBIT A

NOTICE OF PAGA SETTLEMENT AND RELEASE OF CLAIMS

Cherrie M. Alonzo and Amanda Bucaro, et al. v. Reimagine Network
Superior Court of the State of California for the County of Orange
Case No. 30-2023-01351853

<<DATE>>

<<FIRST_NAME>> <<LAST_NAME>>

<<ADDRESS 1>>

<<ADDRESS 2>>

Re: Settlement Payment from *Alonzo, et al. v. Reimagine Network*

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”) *Cherrie M. Alonzo and Amanda Bucaro v. Reimagine Network*, Orange County Superior Court (“Court”), Case No. 30-2023-01351853. On [Insert Date], the Honorable David Hoffer issued an order approving this settlement and this payment to you.

WHAT IS THE CASE ABOUT?

This case was filed by Plaintiffs Cherrie M. Alonzo and Amanda Bucaro (“Plaintiffs”) against Reimagine Network (“Defendant”), (Plaintiff and Defendants 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 employees to sue their employers for alleged Labor Code violations and seek civil penalties on behalf of the state. Plaintiffs filed the lawsuit on behalf of themselves, the State of California, and all current and former hourly, non-exempt employees of Defendant in California who worked from September 29, 2022 through [fill in date Court enters PAGA settlement approval] (the “PAGA Period”). The group of employees referenced above is called the “Aggrieved Employees,” and you have been identified as an Aggrieved Employee.

In this case, Plaintiffs alleged that Defendant owed civil penalties under PAGA for certain California Labor Code (the “Labor Code”) violations, including (1) Failure to Pay Minimum Wages; (2) Failure to Pay Wages and Overtime Under Labor Code Section 510; (3) Failure to Pay Reporting Time Under 8 CCR Section 11050(5); (4) Meal Period Liability Under Labor Code Section 226.7; (5) Rest-Break Liability Under Labor Code Section 226.7; (6) Violation of Labor Code Section 226; (7) Violation of Labor Code Section 221; (8) Violation of Labor Code Section 204; (9) Violation of Labor Code Section 203; (10) Failure to Maintain Records Required Under Labor Code Sections 1174, 1174.5; (11) Failure to Produce Requested Employment Records Under Labor Code Sections 226, 1198.5; and (12) Failure to Reimburse Necessary Business Expenses Under Labor Code Section 2802. Plaintiff alleged Defendants failed to pay minimum wages and overtime wages to Aggrieved Employees for all hours worked, including off-the-clock work, failed to timely pay all wages due to Aggrieved Employees during their employment and timely upon separation from employment, failed to provide Aggrieved Employees with legally compliant meal and rest periods, failed to reimburse business expenses incurred by Aggrieved Employees, failed to maintain Aggrieved Employees’ payroll records, and failed to issue accurately itemized wage statements to Aggrieved Employees under Labor Code § 2698 *et seq.*

Defendants deny 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?

The Parties agreed to resolve the case, and as part of the Settlement, Defendants agreed to pay Two Hundred Fifteen Thousand Dollars and Zero Cents (\$215,000.00), which is called the “Gross Settlement Amount.” From the Gross Settlement Amount, and as approved by the Court, Plaintiff’s counsel (“PAGA Counsel”) will receive a PAGA Counsel Fees Payment of \$71,666.67 for attorneys’ fees and a PAGA Counsel Litigation Expenses Payment of \$[fill in with actual costs not to exceed \$25,000] for litigation costs incurred in prosecuting the lawsuit. In addition, and as approved by the Court, the Settlement Administrator will receive an Administration Expenses Payment of \$4,950.00 for its services in administering the settlement. The balance of the monies, called the “Net Settlement Amount,” in the amount of \$113,383.33, represents the “PAGA Penalties.”

Under PAGA, the law requires that PAGA Penalties be divided between the California Labor and Workforce Development Agency (the “LWDA”) and the Aggrieved Employees, with 75% of the Net Settlement Amount going to the LWDA and 25% being divided amongst the Aggrieved Employees. As a result, and as approved by the Court, \$85,037.50 will be paid to the LWDA for its share of the PAGA Penalties payment, and \$28,345.83 will be divided among the Aggrieved Employees and paid as “Individual PAGA Payments.” The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees’ 25% share of the Net Settlement Amount by the total number of pay periods worked by all Aggrieved Employees during the PAGA Period (“PAGA Pay Periods”) and (b) multiplying the result by each Aggrieved Employee’s number of pay periods worked in the PAGA Period. 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.

The settlement of this action does not constitute an admission by Defendant of any of the matters alleged in the case or an admission of liability. The court has not ruled on the merits of any of Plaintiffs’ claims. The Parties settled the lawsuit to avoid the uncertainty and expense of continued litigation.

YOUR SETTLEMENT CHECK AND THE RELEASE OF CLAIMS

The enclosed check, in the amount of \$ [redacted], represents your Individual PAGA Payment, which is based on the number of pay periods you worked during the PAGA Period. As an Aggrieved Employee, you are legally barred from asserting any of the PAGA claims released under the Settlement that arose during the PAGA Period. This means that you, along with all Aggrieved Employees, cannot sue, continue to sue, or participate in any other PAGA claim against Defendant or the Released Parties based on the facts alleged in the case to have occurred during the PAGA Period and resolved by this Settlement. However, this Settlement does not release any claim for relief under the statutes and causes of action outlined above to the extent the claim does not arise under PAGA.

The release by Aggrieved Employees is as follows:

Release by Plaintiffs and Aggrieved Employees:

Plaintiffs, the LWDA and Aggrieved Employees release and resolve all claims against the Released Parties for civil penalties under PAGA arising during the PAGA Period that were alleged or reasonably could have been alleged based on the facts asserted in the Operative Complaint and PAGA Notice, including claims brought for violations of California Labor Code sections 201, 202, 203, 204, 226, 226.7, 246, 248.1, 248.2, 248.5, 510, 512, 558, 1174, 1174.5, 1185, 1194, 1194.1, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2802, and 2810.5, and the

applicable IWC Wage Order(s).

“Released Parties” means: Defendant and each of its former and present directors, officers, shareholders, owners, members, managing agents, attorneys, insurers, predecessors, successors, and assigns.

“Action” means Plaintiffs’ lawsuit alleging wage and hour violations against Defendant captioned *Cherrie M. Alonzo and Amanda Bucaro, et al. v. Reimagine Network*, Case No. 30-2023-01351853 initiated on September 29, 2023, in the County of Orange County and pending in Superior Court of the State of California.

“Plaintiff’s Notice to the LWDA” means Plaintiffs’ September 29, 2023, letter to Defendant and the LWDA, LWDA Case No. LWDA-CM-984558-23, 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 below.

Very Truly Yours,

Phoenix Settlement Administration

[INSERT CONTACT INFORMATION]

PLEASE DO NOT CONTACT THE COURT ABOUT THIS NOTICE

EXHIBIT 2

September 29, 2023

VIA ON-LINE SUBMISSION ONLY TO:

<https://dir.tfaforms.net/128>

Private Attorneys General Act
Attn. PAGA Administrator
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102

VIA CERTIFIED MAIL TO:

(by certified mail to Reimagine Network f/k/a Rehabilitation Institute of Southern California)

Reimagine Network
1601 E. Saint Andrew Pl.
Santa Ana, CA 92705
Certified Mail Tracking Number: **9414 8112 0620 3665 3309 32**

Sofia Celestina Martinez
Agent for Service of Process for Reimagine Network
1601 E. Saint Andrew Pl.
Santa Ana, CA 92705
Certified Mail Tracking Number: **9414 8112 0620 3665 3153 04**

**Re: Labor Code § 2698, *et seq.* Penalties - PAGA Notice Letter to LWDA; and
Labor Code §2810.3(d) Worker's Notice to Labor Contractor
*Cherrie M. Alonzo and Amanda A. Bucaro v. Reimagine Network f/k/a Rehabilitation
Institute of Southern California*
Superior Court for the County of Orange**

Gentlepersons:

This office represents Plaintiffs Cherrie M. Alonzo and Amanda A. Bucaro ("Plaintiffs") and other similarly aggrieved individuals employed as non-exempt, hourly employees employed by Defendants in California during the relevant period (collectively "Aggrieved Employees") for, *inter alia*, violations of California Labor Code §§ 201, 202, 203, 204, 210, 221, 226, 226.7, 246, 248.1, 248.2, 248.5, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1198, 1199, 2810.5, 2698, and 2699, *et seq.*; provisions of the Industrial Welfare Commission (IWC) Wage Order(s); and California Business & Professions Code § 17200 *et seq.*

The purpose of this letter is to comply with the Private Attorneys General Act of 2004, pursuant to California Labor Code § 2698 *et seq.* ("the Act"). Plaintiffs would like to bring a representative action, pursuant to the Act, on behalf of themselves and all other similarly situated Aggrieved Employees, and the State of California, against Defendants Reimagine Network f/k/a Rehabilitation Institute of Southern California, a California corporation, and Does 1 through 50 inclusive (all defendants being referred to herein collectively as "Defendants").



Additionally, this correspondence will serve to satisfy the notice requirements under the Act, along with Plaintiff's Class Action Complaint, which is attached to this Notice letter. The Complaint is being concurrently filed in Orange County Superior Court, and will be assigned a local case number. The Complaint allegations and claims are incorporated into this Notice Letter.

We also set forth herein the facts and theories and the California Labor Code violations which Defendants engaged in with respect to Plaintiffs and all of their Aggrieved Employees in California. The attached Class Action Complaint provides the details of Plaintiffs' class-wide claims and representative claims under the Act, and the applicable California law governing them. It, along with this Notice Letter, addresses in detail numerous violations that subject Defendants to civil and statutory penalties under the Act.

Relevant Facts

Plaintiffs and the Aggrieved Employees worked as hourly, non-exempt Employees for Defendants, including as coaches, caregivers, care and program assistants, trainers, instructors, and in similar and related positions pertaining to providing independent living care and support to individuals with disabilities. Plaintiffs, and upon information and belief, other Aggrieved Employees were required to perform work tasks based out of Defendants' facilities and customers' homes and communities throughout Southern California. Defendants employed Plaintiff ALONZO as a remote Living Skills Coach and Plaintiff BUCARO as an onsite Personal Care Assistant. The role of Living Skills Coach required extensive travel to customers' ("participants") homes and communities to assist participants with hands-on training, housekeeping, meal preparation, socialization, benefits and money management, and shopping. The role of Personal Care Assistant required duties that included assisting with toileting, personal care, ambulation, transfers, physical therapy, meals, and feeding.

Defendant REIMAGINE NETWORK, formerly known as REHABILITATION INSTITUTE OF SOUTHERN CALIFORNIA, is a California corporation that lists its principal address with the California Secretary in Santa Ana, California. It also lists a corporate agent with an address in Santa Ana, California in Orange County. REIMAGINE NETWORK ("Reimagine") lists its type of entity as "Nonprofit Corporation - CA- Public Benefit." Upon information and belief, Reimagine changed its name from REHABILITATION INSTITUTE OF SOUTHERN CALIFORNIA in 2019. Upon information and belief, Reimagine owns and/or operates at least the two community campuses organized and operating under it, including the Santa Ana and Fullerton campuses where Plaintiffs worked. Reimagine's website explains that: "At Reimagine, we believe everyone has the right to explore new horizons, learn new skills and realize happier, more successful futures. We champion big dreams and new choices for our participants—from on-site activities that awaken the senses to classes at local community colleges—the possibilities are many." From within the facilities, Defendants operate three community programs: Lifelong Learning, Child Development, and Health, Wellness, and Clinical Services, geared toward assisting individuals with disabilities in and out of the classroom.



Plaintiffs and other Aggrieved Employees worked at Defendants' behest without being paid all wages due and without being provided all required breaks. More specifically, Plaintiffs and other Aggrieved Employees were employed by Defendants and (1) shared similar job duties and responsibilities, (2) were subjected to the same policies and practices (3) and endured similar violations at the hands of Defendants as the other Aggrieved Employees who served in similar and related positions.

Defendants required Plaintiffs and the Aggrieved Employees to work off the clock and failed to record accurate time worked by these Employees, failed to pay them at the appropriate rates for all hours worked, failed to pay all wages due and owing at termination or resignation, and provided Plaintiffs and the Aggrieved Employees with inaccurate wage statements that prevented them from learning of these unlawful pay practices. Defendants also failed to provide Plaintiffs and Aggrieved Employees with lawful meal and rest periods, as Employees were required to remain under Defendants' control and were not provided with the opportunity to take full uninterrupted and duty-free rest periods and meal breaks, as required by the Labor Code and the applicable paragraphs of the IWC Wage Orders.

During the course of Plaintiffs and the Aggrieved Employees' employment with Defendants, they were not paid all wages they were owed, including for all work performed (resulting in "off the clock" work) and for all their overtime hours worked and were subjected to unlawful rounding, and they were not paid at the required rates for overtime. This has resulted in systematic and ongoing violations of the California Labor Code and relevant IWC Wage Orders. Upon information and belief, Defendants employ other non-exempt, hourly employees as coaches, caregivers, care and program assistants, trainers, instructors, and in similar and related positions, based out of their customers' locations and campuses in California.

Plaintiffs were employed by Defendants in positions including remote Living Skills Coach and on-site Personal Care Assistant and in other similar and related positions to providing care, assistance, support, training, and other services to customers with disabilities at Defendants' facilities and customers' homes and communities. Plaintiff ALONZO who worked out in the field, generally worked 40-45 hours per week, at least five to six shifts per week, which resulted in shifts of anywhere from eight hours or more in duration. Plaintiff ALONZO worked different shifts during her employment, adapted to the needs of the customer ("participant"), including those scheduled from 8:00 a.m. to 5:00 p.m. or 9:00 p.m. to 6:00 p.m., or longer. Plaintiff BUCARO who worked on-site, generally worked 35-36 hours per week, at least five shifts per week, which resulted in shifts of anywhere from seven hours or more in duration. Toward the latter part of her employment with Defendants, Plaintiff BUCARO'S shifts were generally scheduled from 8:30 a.m. to 4:00 p.m.

Defendants' facilities included timekeeping systems incorporating electronic recording of time punches by Employees scanning their fingers into a timekeeping system. On information and belief, sometime in 2021, Defendants began requiring that employees download and use on their mobile phones a timekeeping application known as "HCMToGo" and/or "One Point" which purported to record employees' exact shift start/end time, meal periods, and mileage. Both finger



scanning and application timekeeping systems were prone to malfunctioning. There was only one fingerprint scanner at each facility and it frequently required multiple scans because it would not “read” the fingerprint. There would be multiple people waiting to scan their entry, resulting in delays of several minutes to record the start of their shift. The timekeeping application was also problematic. It required entry of a login username and password. Sometimes the login page would not permit entry so that employees could not record their time at all. In these instances, employees would be required to fill out a “Timeclock Exception” form to record their entry. For Plaintiff ALONZO who was out on the field, she would have to call her supervisor to inform them she had arrived at the work site. Due to Defendants’ faulty timekeeping systems, Plaintiffs’ and Aggrieved Employees’ time entries were not always accurate.

Adding to inaccurate timekeeping, was Defendants’ practice and policy of requiring on-site employees to clock in/out at the exact time they were scheduled or adjust their time entries before the end of the pay period, to reflect their schedule. In other words, despite being able to record timekeeping accurately to the minute, Defendants explicitly required and compelled Plaintiff BUCARO and other Aggrieved Employees to adjust their time entries to reflect the hours they were scheduled to work rather than the actual hours they worked. A failure to adjust their recorded hours to their scheduled time even by a minute, would result in disciplinary action. This policy and practice are evident in the timekeeping records provided for Plaintiff BUCARO, which list impossibly consistent and invariable time entries of 8:30 a.m. to 4:00 p.m. every single day she worked these scheduled shifts. Defendants rounded and shaved any electronically captured timekeeping entries through this policy and practice to conform to scheduled hours and in doing so uniformly failed to pay Plaintiff and the Class members for all their hours worked and systematically violated their requirement under the Labor Code to maintain accurate records of their hours worked.

For employees like Plaintiff ALONZO who worked in the field, timekeeping was equally problematic and inaccurate. Plaintiff ALONZO was explicitly told by Defendants’ managers that she could not incur overtime hours and that any overtime hours had to be authorized by supervisors. However, in practice, supervisors never authorized no overtime, unless it involved a medical emergency involving the participant. Thus, Plaintiff ALONZO was compelled to record time entries that were not demonstrative of all of the work she actually completed and all the hours she was required to otherwise remain under Defendants’ control. Plaintiff ALONZO’S work was such that for every participant she visited each week, she had to prepare several reports by due every Tuesday, detailing the participants’ activities. She was also required to prepare agendas for upcoming visits, and prepare mileage reports for all her travel. If a participant had a doctor’s visit, Employees had to draft an additional report. In effect, the higher the number of participants, the more reports Aggrieved Employees have to complete. Due to the heavy volume of work, Plaintiff ALONZO was therefore compelled to draft these reports outside of her scheduled and reported hours. Plaintiff ALONZO was not permitted to record these hours on the timekeeping application or she would be disciplined for exceeding her scheduled hours. Thus, Plaintiff ALONZO, and on information and belief other Aggrieved Employees also incurred off the clock hours preparing these reports.



The failure to maintain accurate timekeeping records perpetrated by Defendants has also been exacerbated by other off the clock work Defendants required their Employees to endure. For example, post-COVID pandemic, Defendants required every employee to be screened before entering their facilities, and Defendants failed to pay Employees for this time they were under Defendants' control. For those working out on the field, Defendants required screening daily, before clocking in. On several occasions, Plaintiffs were required to attend COVID testing off the clock to be cleared to return to work. As referenced above, for on-site Employees, Defendants only provided one time clock at each facility where Employees had to mark their entries for a shift, and there were always lines that had to be endured before Plaintiffs and the Aggrieved Employees were on the clock.

Plaintiffs and Aggrieved Employees working out in the field were also required to wipe down and disinfect their cars as an anti-COVID precautionary measure for participants who would be chauffeured in the cars. Plaintiffs and the Aggrieved Employees were also required to work or otherwise remain under Defendants' control after their shift end times, including being required to fuel their cars to prepare for travel the next day and respond to work-related communications and other work requirements. Defendants also required that Plaintiffs and the Aggrieved Employees record a meal period of thirty minutes in duration, regardless of whether they actually took the meal period, took it for less than thirty minutes, or had it interrupted. A failure to record a thirty-minute meal period would result in disciplinary action. For Plaintiff ALONZO out in the field, thirty minute meal periods were especially difficult to take because her schedule included appointments with several participants that required extensive travel between them. If traffic was especially heavy on any given day, Plaintiff would be compelled to drive to a participant's home while clocked out for her meal period, thus creating time worked, off the clock, for which she and other Aggrieved Employees were not paid.

Defendants acted in a concerted effort to limit and restrict overtime incurred by Plaintiffs and other Aggrieved Employees. However, given the off the clock work and issues with meal periods, Plaintiffs worked beyond eight hours. As a result of the above-described rounding and other off the clock work, Defendants failed to pay Plaintiffs and Aggrieved Employees overtime for several minutes at the end of work shifts which Defendants did not record in timekeeping. Additionally, Defendants may have paid Aggrieved Employees performance-based bonuses or supplemental pay. To whatever extent Defendant paid this and any other form of remuneration to Aggrieved Employees, such as shift differentials and the like, Defendants failed to include it in the regular rate used to calculate and pay the overtime that Defendants did pay.

Plaintiffs were therefore not paid for all their hours worked at the required minimum, overtime and double time wage rates due to Defendants' uniformly applied and unlawful policy and practice of requiring them to work off the clock and without pay. Defendants systematically underpaid Plaintiffs and the Aggrieved Employees by failing to pay them at the required overtime rates for all hours over eight in a work shift or over forty in a work week, and all hours over twelve in a day at the required double time rate. Upon information and belief, the Aggrieved Employees were bound by similar scheduling and timekeeping policies and endured similar violations at Defendants' hands as Plaintiffs.



Defendants also failed to pay reporting time pay to Plaintiffs and Aggrieved Employees. On at least one occasion, Plaintiffs attended work to complete their regularly scheduled shifts at Defendants' facilities but were sent home within two or three hours because there were too many people working. Defendants failed to pay Plaintiffs for half of their usual or scheduled day's work at the appropriate rates. Upon information and belief, the Aggrieved Employees endured similar violations at Defendants' hands as Plaintiffs.

Defendants have either failed to maintain timekeeping records for Plaintiffs that would permit Plaintiffs to discover the nature and extent of the off the clock work Defendants required and the actual hours Plaintiffs worked or the breaks they received or have otherwise declined to produce them to Plaintiffs in response to a timely and lawful records request. By failing to pay for all hours worked, and by under-recording regular hours to the detriment of the Aggrieved Employees, Defendants have committed knowing and intentional ongoing violations of the record keeping requirements under the Labor Code, including section 1174, by either failing to maintain records or retaining inaccurate ones.

The failure to pay for all hours worked and underpayment of wages to Plaintiffs and the Aggrieved Employees is and has been a direct consequence of Defendants' unlawful compensation policies and practices, which upon information and belief applied uniformly to the Class members working based out of Defendants' facilities and customers' homes and communities throughout Southern California. As a result of the above-described unlawful requirements to work off the clock, the rounding and time shaving, the failure to accurately record all hours worked and pay wages at the correct rates, and the other wage violations they endured at Defendants' hands, Plaintiffs and the Aggrieved Employees were not properly paid all wages earned and all wages owed to them by Defendants, including when working more than eight hours in any given day and/or more than forty hours in any given week.

Therefore, from at least four years prior to the filing of this lawsuit and continuing to the present, Defendants had a consistent policy or practice of failing to pay Employees for all hours worked and failing to pay minimum wages for all time worked, as required by California law. Also, from at least four years prior to the filing of this lawsuit and continuing to the present, Defendants had a consistent policy or practice of failing to pay Employees overtime compensation at premium overtime rates for all hours worked in excess of eight hours a day and/or forty hours a week, and double-time rates for all hours worked in excess of twelve hours a day, in violation of Labor Code § 510 and the corresponding sections of IWC Wage Orders.

Defendants also failed to provide Plaintiffs and the Aggrieved Employees with their required meal periods and at least two ten-minute rest breaks as required at a minimum for Plaintiffs' scheduled shift durations. The above described off the clock work contributed to Defendants' common policy of failing to provide lawful meal periods to Plaintiffs and the Aggrieved Employees, as required under the Labor Code and Paragraph 11 of the IWC Wage Order(s). Defendants similarly failed to authorize and permit Plaintiffs and the employee Aggrieved Employees to take all required 10-minute rest breaks, as required under the Labor Code and Paragraph 12 of the IWC Wage Order(s).



Defendants also manifestly failed to provide lawful meal periods as required under the Labor Code and IWC Wage Orders. Plaintiffs report that their meal periods were continually interrupted by work demands. For Employees working in the field, it was unfeasible to take timely, complete, and uninterrupted meal periods when they had to drive to their next scheduled appointment with a participant. Defendants' policy and practice was to allocate a set length of time between appointments during which, in theory, employees would have sufficient time to travel to their next appointment. However, in practice, the allocated time was not enough for employees to make it to their next appointment on time. Consequently, Employees would constantly rush between appointments to be on time, as tardiness to an appointment would result in disciplinary action. Neither was it possible for Aggrieved Employees to take their meal period upon arriving at their appointment as they had to begin working with the participant immediately and they could not leave the premises for their meal period. In addition, Plaintiff ALONZO, and on information and belief the other Aggrieved Employees, would also have to respond to work-related phone calls on their personal cell phones during their meal periods. For Plaintiff ALONZO, this occurred while she was clocked out for her meal period while driving to her next appointment. The result of Defendants' policy and practice was that Aggrieved Employees would forego taking their meal period, or delay taking, or have it interrupted so they could prioritize driving to their next scheduled appointment.

Despite being unable to take a timely, complete and uninterrupted meal period, Plaintiff ALONZO was still compelled to record a compliant meal period in Defendants' timekeeping system. Failure to do so would also result in disciplinary action. Defendants were aware that Plaintiff ALONZO did not have sufficient time to take a meal period between her scheduled appointments because she had informed them on several occasions that the number of participants she had on her schedule and the travel between them made it impossible to take a proper meal period. In response, Defendants' supervisors admonished Plaintiff and told her she had poor time management skills and was too "work-oriented" with participants. Rather than taking remedial measures to ensure Plaintiff ALONZO's schedule permitted her to take compliant meal periods, Defendants blamed her for not taking them and took disciplinary action against her.

For Employees working on-site at Defendants' facilities, receiving compliant meal periods was equally problematic. Though Defendants scheduled meal periods, work demands precluded Plaintiff BUCARO and on information and belief other Aggrieved Employees from receiving compliant meal periods. Short staffing and a lack of coordination among supervising personnel made it so Employees could not abide by their scheduled meal periods times. Plaintiff BUCARO and other Aggrieved Employees, were assigned to assist groups of adults with cognitive disabilities which required constant supervision. Aggrieved Employees could not simply walk away from their group at their scheduled mealtime. Accordingly, Plaintiff BUCARO and Aggrieved Employees had to find coverage before going on their meal periods. Short staffing made finding coverage difficult and would cause Employees to delay their meal periods until they could hand off their group to another staff member. Once clocked out for their meal periods, Aggrieved Employees would be routinely interrupted by work demands. While on her way to or from the breakroom or her car, Plaintiff BUCARO was interrupted by participants who requested



assistance. In these instances, Plaintiff's meal periods were interrupted or cut short by several minutes to assist the participant or call on the radio phone for another staff member to assist and wait for the staff's arrival.

Defendants wanted to maintain the appearance of compliant meal periods and would therefore require Plaintiffs to clock out for a meal period and continue working to complete required job duties. To the extent Defendants required Plaintiffs to work over ten hours on a work shift, Defendants also failed to provide second meal periods and Defendants have produced no evidence of payments for meal period violations under Labor Code 226.7. To the extent Defendants have paid any such premiums, upon information and belief they failed to include all forms of remuneration, including bonuses and shift differentials, in the regular rate at which Defendants paid the premium.

Therefore, meal period violations systematically occurred ongoing throughout all of Plaintiffs' work shifts where Defendants failed to provide a lawful meal period or penalty payment. To the extent Defendants ever did pay Plaintiffs a meal period premium, they failed to include all forms of remuneration beyond hourly wages in the regular hourly rate used to pay the one-hour premium payment. Upon information and belief, the other Aggrieved Employees were subjected to similar unlawful policies and practices and endured similar violations as Plaintiffs.

Defendants thus failed to provide all the legally required unpaid, off-duty meal periods and all the legally required paid, off-duty rest periods to Plaintiffs and the other Aggrieved Employees, as required by the applicable Wage Order and Labor Code. Plaintiffs and other Aggrieved Employees were required to perform work as ordered by Defendants for more than five hours during a shift without receiving compliant meal periods. Additionally, as addressed above, Defendants followed a practice of requiring off the clock work and rounding and time shaving in a manner that would impact when Employees were to receive meal periods and rest breaks, and required them to respond to work calls and other demands during breaks, thus leading to further violations.

Upon information and belief, Defendants' systems did not automatically generate a meal period premium under Labor Code § 226.7 for meal periods that commenced after five hours into a work shift or in the event the time punch records reflected a meal period of less than thirty minutes. However, upon information and belief, in the event Defendants did pay any meal period premiums, they did so at the employee's customary regular rate of hourly compensation without including all forms of remuneration in that hourly rate calculation, for example by omitting bonuses and shift differentials and the like from the rate at which meal premiums were paid.

Defendants thus followed uniformly applied policies of not providing all required meal periods to their Employees. Meal periods were often not properly provided, as work demands impermissibly shortened their breaks. Even when Plaintiffs and the Aggrieved Employees were able to take a meal period, it was generally interrupted by work duties or was taken after the fifth hour of work. Additionally, as addressed above, Defendants followed a practice of requiring off



the clock work in a manner that would impact when Employees were to receive meal periods and rest breaks, thus leading to further violations.

As a result, Defendants' failure to provide Plaintiffs and the Aggrieved Employees with all legally required off-duty, unpaid meal periods and all the legally required off-duty, paid rest periods is and will be evidenced by Defendants' business records, or lack thereof. Therefore, for at least four years prior to the filing of this action and through to the present, Plaintiffs and the Aggrieved Employees were unable to take off-duty breaks or were otherwise not provided with the opportunity to take required breaks as required under the Labor Code and Wage Orders due to Defendants' policies and practices. On the occasions when Plaintiffs and the Aggrieved Employees were provided with a meal period, it was often untimely or interrupted, or was impermissibly shortened, and Employees were not provided with one hour's wages in lieu thereof.

Similar violations resulted from Defendants' failure to authorize and permit Plaintiffs and the Aggrieved Employees to take duty-free, net ten-minute rest breaks for every four hours of shift work, or major fraction thereof. Plaintiffs and the other Aggrieved Employees were either not authorized permitted the opportunity to take a rest break, or were required to remain under Defendants' control and respond to participant demands if and when they even attempted to take one. Upon information and belief, Defendants thus also failed to authorize and permit employees to leave the premises during rest breaks, evidencing Defendants' policy and practice of requiring Plaintiffs and the Aggrieved Employees to remain under their control during required off-duty rest break times.

Defendants thus failed to authorize and permit duty-free ten minute rest breaks as required under the Labor Code and IWC Wage Orders. In fact, Defendants made no effort to even schedule or otherwise account for time for Plaintiffs and the Aggrieved Employees to use for duty-free, net ten-minute rest breaks. This common and unlawful policy uniformly applied to the Employees during the relevant period, meaning Defendants' rest break policy was not to schedule or otherwise authorize and permit them. Plaintiffs and the Aggrieved Employees worked seven to eight on an average shift, and were required to receive at least two rest breaks or three rest breaks on shifts over ten hours. Given the work demands, understaffing, and pressure from Defendants' management, Plaintiffs and the Aggrieved Employees were compelled to not take rest breaks despite working extended shifts. Defendants have produced no evidence of any payments for rest break violations under Labor Code § 226.7. To the extent Defendants have paid any such premiums, upon information and belief they failed to include all forms of remuneration, including bonuses and shift differentials, in the regular rate at which Defendants paid the premium.

Defendants' uniformly applied policies and practices thus resulted in untimely and shortened or on-duty rest breaks when they were authorized and permitted. Plaintiffs and the Aggrieved Employees worked shifts of at least eight hours, which required at least two rest breaks, and if they worked over ten hours, required at least three rest breaks. Even on the occasions when Defendants authorized and permitted Plaintiffs to take a first rest break, they were not permitted



to take a second or a third break, and those that were provided were often late and generally interrupted by job duties.

During rest periods, employers must relieve employees of all duties and relinquish control over how employees spend their time. Plaintiffs and the Aggrieved Employees were and are under Defendants' control when they are working through rest breaks and remaining under Defendants' control. Defendants have also provided either impermissibly shortened or untimely meal and rest breaks to Plaintiffs and the Aggrieved Employees. Plaintiffs and the Aggrieved Employees were thus not authorized and permitted to take lawful rest periods, were systematically required by Defendants to work through or during breaks, and were not provided with one hour's wages in lieu thereof. They were required to remain on-duty during breaks or portions of their breaks, thus making them either untimely or shortened and on-duty, and they were also prevented from leaving the premises and otherwise remain under Defendants' control during rest breaks under Defendants' uniformly applied policies and practices.

From at least four years prior to the filing of this lawsuit and continuing to the present, Defendants have also consistently violated Labor Code § 221 by unlawfully collecting or deducting the Employees' earned wages, including by the above described off the clock work and rounding and time shaving and on-duty work while on unpaid meal breaks. By not compensating Aggrieved Employees for all hours worked, Defendants unlawfully deducted wages earned in violation of Labor Code § 221.

Defendants also violated California Labor Code § 246 by not providing all required paid sick days to Plaintiffs and the Aggrieved Employees. Labor Code § 246 provides that an Employee who "works in California for the same employer for 30 or more days within a year from the commencement of employment is entitled to paid sick days as specified in this section." Defendants failed to provide Plaintiffs and the other Aggrieved Employees with all their required and earned sick days, in violation of Labor Code § 246. Additionally and upon information and belief, Defendants have failed to provide COVID-19 supplemental sick leave to the Aggrieved Employees during the relevant time period, including by failing to provide two work weeks of COVID-19 supplemental paid sick leave as required under Labor Code §§ 248.1 and 248.2 and including damages and penalties as these sections are enforced through Labor Code § 248.5, which requires that: "If paid sick days were unlawfully withheld, the dollar amount of paid sick days withheld from the employee multiplied by three, or two hundred fifty dollars (\$250), whichever amount is greater, but not to exceed an aggregate penalty of four thousand dollars (\$4,000), shall be included in the administrative penalty." As also addressed above, to the extent Defendants paid any sick time, they did so at a regular rate that failed to include all forms or remuneration. Plaintiffs accordingly seek this relief available for Defendants' failure to provide Employees with all their required and earned sick days and all their COVID-19 supplemental sick leave in violation of Labor Code §§ 246, 248.1, 248.2, and the civil and statutory penalties available and applicable under Labor Code §§ 246, 248.1, 248.2, 248.5, 558, 1194.2, 1197.1, 1198, 1199, and 2699(f)(2), and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).



Defendants have also consistently failed to provide Aggrieved Employees with timely, accurate, and itemized wage statements, in writing, as required by California wage-and-hour laws, including by the above-described requirement of off the clock work, failure to pay all overtime and double time wages owed and failure to pay them at the appropriate premium rates, and failure to pay premium wages for unprovided or otherwise unlawful meal and rest breaks, or by miscalculating any overtime or meal period or rest break premium wages and by the systematic and unlawful deductions Defendants took from Employee wages. Defendants have also made it difficult to account with precision for the unlawfully withheld wages and meal and rest period compensation owed to Plaintiffs and the Aggrieved Employees, during the liability period, including because they did not calculate the regular rate of pay correctly when paying overtime or meal period premiums and because they did not implement and preserve a record-keeping method as required for non-exempt employees by California Labor Code §§ 226, 1174(d), and paragraph 7 of the applicable California Wage Orders. Upon information and belief, time clock punches were not maintained or were not accurately maintained for work shifts and meal periods, which were automatically presumed by Defendants to have been lawfully provided when they were not. Defendants also failed to accurately record and pay for all regular and overtime hours worked and submitted by Plaintiffs and the Aggrieved Employees, including by failing to pay all overtime hours at the correctly calculated overtime premium rate.

Defendants have thus failed to comply with Labor Code § 226(a) by inaccurately reporting total hours worked and total wages earned by Plaintiffs and the Aggrieved Employees, along with the appropriate applicable rates, among others requirements. Plaintiffs and Aggrieved Employees are therefore entitled to penalties not to exceed \$4,000.00 for each employee pursuant to Labor Code § 226(b). Defendants have also failed to comply with paragraph 7 of the applicable California IWC Wage Orders by failing to maintain time records showing when the employee begins and ends each work period, meal periods, and wages earned pursuant to Labor Code § 226.7, and total daily hours worked by itemizing in wage statements all deductions from payment of wages and accurately reporting total hours worked.

Defendants also required Plaintiffs and the Aggrieved Employees to work hours off the clock for which they were not compensated. They were required to endure off the clock work addressed above during interrupted or otherwise on-duty meal and rest periods and were not provided with sick pay and supplemental sick leave and were subjected to systematic off the clock work and rounding and miscalculation. Defendants also failed to pay all overtime premium wages owed for work conducted on a work shift and a workday or failed to pay it at the correct rate, as addressed above. Therefore, Defendants have also followed a uniform and consistent policy of failing to pay all wages owed to Plaintiffs and other Aggrieved Employees at the time of their termination or within seventy-two hours of their resignation, as required by California wage-and-hour laws.

Additionally, from at least four years prior to the filing of this lawsuit and continuing to the present, Defendants have regularly required Plaintiffs and the Aggrieved Employees to incur necessary business expenses in the course of performing their required job duties without reimbursement. These included the cell phone-related expenses Plaintiffs incurred in responding



to calls, texts, and emails from managers and colleagues and in accessing the internet as required for downloading timekeeping applications and the “Teams” application to communicate with management and peers. Aggrieved Employees working in the field were also required to drive extensively to participants’ homes, chauffeur participants to other locations, and drive to Defendants’ campuses during work shift hours but Defendants neglected to reimburse them for mileage at the appropriate rates or reimburse related automobile expenses and usage. Defendants also failed to pay for business expenses incurred by Aggrieved Employees who, while working from home to complete reports, incurred expenses such as home internet usage, electricity consumption, and home office space. In addition, Defendants required employees working within their facilities to wear a work uniform consisting of a shirt featuring the company logo but failed to provide any reimbursement for maintenance of these uniforms. Plaintiffs and the Class members must be reimbursed for these necessary business expenses under Labor Code § 2802 and Defendants systematically failed to do so.

PAGA Claim Details, Legal Bases for Violations and Penalties:

As addressed above and in further detail in the attached Class Action Complaint, Plaintiffs and the Aggrieved Employees complain of the following violations committed by Defendants:

Failure to Pay Minimum Wages

Defendants violated the law by failing to pay Aggrieved Employees minimum wages for all hours worked. California Labor Code § 1197, entitled “Pay of Less Than Minimum Wage” states, “[t]he minimum wage for employees fixed by the commission is the minimum wage to be paid to employees, and the payment of a less wage than the minimum so fixed is unlawful.” The applicable minimum wages fixed by the commission for work during the relevant period is found in the Wage Orders.

Defendants failed to pay Employees minimum wages they were owed, including by their consistent policy of failing to pay Employees for all hours worked. Employees would work hours and not receive wages, including as alleged above in connection with off the clock work, including all the time required to remain on duty and under Defendants’ control during breaks and due to the work demands placed upon them by Defendants’ management and due to unlawful rounding. Defendants, and each of them, have also intentionally and improperly rounded, changed, adjusted and/or modified Employee hours, or required Employees to do so, and imposed difficult to attain job and shift scheduling requirements on Plaintiffs and the Aggrieved Employees, which resulted in off the clock work and underpayment of all wages owed to Employees over a period of time, while benefiting Defendants. During the relevant time period, Defendants thus regularly failed to pay minimum wages to Aggrieved Employees, including by requiring systematic off the clock work. Defendants’ uniform pattern of unlawful wage and hour practices manifested, without limitation, applicable to the Aggrieved Employees as a whole, as a result of implementing a uniform policy and practice that denied accurate compensation to Plaintiffs and the other Aggrieved Employees as to minimum wage pay. In light of the forgoing, the Aggrieved Employees seek to recover wages and penalties. Aggrieved Employees are entitled to recover the unpaid minimum wages (including double minimum wages), liquidated damages in an amount equal to the minimum wages unlawfully



unpaid, interest thereon and reasonable attorney's fees and costs of suit pursuant to California Labor Code § 1194(a). Plaintiffs and the other Aggrieved employees further request recovery of all unpaid wages, according to proof, interest, statutory costs, as well as the assessment of any statutory and civil penalties against Defendants, in a sum as provided by the California Labor Code and/or other applicable statutes, including pursuant to Labor Code § 558, and Wage Order provisions. To the extent minimum wage compensation is determined to be owed to the Aggrieved Employees who have terminated their employment, Defendants' conduct also violates Labor Code §§ 201 and/or 202, and therefore these individuals are also be entitled to waiting time penalties under California Labor Code § 203, which penalties are sought herein on behalf of these Aggrieved Employees. Defendants' failure to timely pay all wages owed also violated Labor Code § 204 and resulted in violations of Labor Code § 226 because they resulted in the issuance of inaccurate wage statements. Defendants' conduct as alleged herein was willful, intentional and not in good faith. Further, Plaintiffs and other Aggrieved Employees are entitled to seek and recover statutory costs.

Under the PAGA, and following exhaustion of the notice period, Plaintiffs are seeking all civil and statutory penalties available and applicable under Labor Code §§ 510, 558, 1194.2, 1197.1, 1199, 2699(f)(2), and 2699.5, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Failure to Pay Wages and Overtime in Violation of Labor Code § 510

Defendants violated the law by failing to pay Aggrieved Employees earned wages and overtime. Specifically, Defendants had a consistent policy of not paying Employees wages for all hours worked, including hours at their required regular, overtime, and double-time rates. Defendants, and each of them, have intentionally and improperly rounded, changed, adjusted and/or modified certain employees' hours, including Plaintiffs', or required Aggrieved Employees to do so, or otherwise caused them to work off the clock to avoid paying Aggrieved Employees all earned and owed straight time and overtime wages and other benefits, in violation of the California Labor Code, the California Code of Regulations and the IWC Wage Orders and guidelines set forth by the Division of Labor Standards and Enforcement. Defendants have also violated these provisions by requiring Plaintiffs and other similarly situated non-exempt employees to work through meal periods when they were required to be clocked out or to otherwise work off the clock to complete their daily job duties or to attend and participate in company required activities or remain under Defendant's control. When considered in combination with the unlawful rounding to their detriment, Aggrieved Employees were not properly compensated, nor were they paid overtime rates or the correct overtime rate (addressed above) for hours worked in excess of eight hours in a given day, and/or forty hours in a given week. Based on information and belief, Defendants did not make available to Employees a reasonable protocol for correcting time records when Employees worked overtime hours or to fix incorrect time entries or those that Defendants unlawfully under-recorded to the Employee's detriment. Defendants have also violated these provisions by requiring Plaintiffs and other Aggrieved Employees to work through meal periods when they were required to be clocked out or to otherwise work off the clock to complete their daily job duties.



In light of the forgoing, Aggrieved Employees seek to recover wages and penalties pursuant to the California Labor Code, including Labor Code §§ 204, 510, 558, 1174, 1194, 1198, 1199, and the relevant paragraphs of the IWC Wage Orders, including paragraphs 2(K), 2(S), 3(A), 4, and 20. Defendants are liable to Employees for the full amount of all their unpaid wages and overtime compensation, with interest, plus their reasonable attorneys' fees and costs, as well as the assessment of any statutory penalties against Defendants, and each of them, and any additional sums as provided by the Labor Code and/or other statutes and Wage Order provisions. Under the PAGA, and following exhaustion of the notice period, Plaintiffs are seeking all civil and statutory penalties available and applicable under Labor Code §§ 510, 558, 1194.2, 1197.1, 1199, 2699(f)(2), and 2699.5, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Failure to Pay Reporting Time Pay in Violation of Wage Order 5-2001; 8 § CCR 11050(5)

Defendants regularly required Aggrieved Employees to report for work and were sent home before half of their scheduled days' work. Defendants failed to pay Aggrieved Employees for half of their scheduled days' work in violation of Wage Order 5-2001 and 8 § CCR 11050(5). Specifically, Aggrieved Employees were forced to attend work only to be home within two or three hours, half of their scheduled shifts, due to overstaffing. Aggrieved Employees were not fully compensated for half of their schedule days' work and were only compensated for the hours they attended the facility.

Therefore, pursuant to Wage Order 5-2001 and 8 § CCR 11050(5), Aggrieved Employees are entitled to damages in an amount equal to reporting time pay at their effective hourly rates of pay for all the wages they were not provided or deficiently provided, as well as the assessment of any statutory penalties against the Defendants, and each of them, in a sum as provided by the Labor Code, including Labor Code § 558 and other applicable statutes and Wage Order provisions.

Under the PAGA, and following exhaustion of the notice period, Plaintiffs are seeking all civil and statutory penalties and wages as available and applicable under Labor Code §§ 204, 558, including sections 558(a)(1)-(3), 1199, 2699(f)(2) and 2699.5, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Meal-Period Liability Under Labor Code § 226.7 and Penalties

Defendants have regularly required Aggrieved Employees to work shifts in excess of five hours without providing them with uninterrupted meal periods of not less than thirty minutes as required under Labor Code §§ 226.7, 512, and paragraph 11 of the applicable Wage Orders. Specifically, Aggrieved Employees were forced to incur shortened meal periods due to the work demands placed upon them by Defendants' management, were provided with breaks late and well after the fifth hour of work, could not be relieved to take breaks, or were required to remain on-duty at all times and were unable to take off-duty breaks or were otherwise not provided with the opportunity to take required breaks due to Defendants' policies and practices.



On the occasions when Aggrieved Employees were provided with a meal period, it was often untimely or interrupted by having to respond to work demands or remain under Defendant's control, in violation of the Labor Code and applicable Wage Orders. On shifts over ten hours, second meal periods were not provided. Defendants also failed to pay Aggrieved Employees "premium pay," i.e., one hour of wages at each Aggrieved Employee's effective regular rate of pay, for each meal period that Defendants failed to provide or deficiently provided. Therefore, pursuant to Labor Code § 226.7 and paragraphs 11 and 20 of the applicable IWC Wage Order, Aggrieved Employees are entitled to damages in an amount equal to one (1) hour of wages at their effective hourly rates of pay for each meal period not provided or deficiently provided, as well as the assessment of any statutory penalties against the Defendants, and each of them, in a sum as provided by the Labor Code, including Labor Code § 558 and other applicable statutes and Wage Order provisions.

Under the PAGA, and following exhaustion of the notice period, Plaintiffs are seeking all civil and statutory penalties and wages as available and applicable under Labor Code §§ 226.7, 512, 558, including sections 558(a)(1)-(3), 1199, 2699(f)(2) and 2699.5, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Rest-Break Liability and Penalties

Defendants have consistently failed to provide Aggrieved Employees with paid rest breaks of not less than ten minutes for every work period of four or more consecutive hours, as required under Labor Code § 226.7. Specifically, Defendants provided rest periods untimely or for shortened durations due to the work demands placed upon them by Defendants' management, and Defendants' policy discouraged and effectively prevented Aggrieved Employees to from leaving Defendants' premises. Defendants also failed to pay Aggrieved Employees premium pay for each day on which requisite rest breaks were not provided or were deficiently provided.

Therefore, pursuant to Labor Code § 226.7 and paragraphs 12 and 20 of the applicable IWC Wage Order, Aggrieved Employees are entitled to damages in an amount equal to one hour of wages at their effective hourly rates of pay for each meal period not provided or deficiently provided, as well as the assessment of any statutory penalties against the Defendants, and each of them, in a sum as provided by the Labor Code, including Labor Code § 558 and other applicable statutes and Wage Order provisions. Under the PAGA, and following exhaustion of the notice period, Plaintiffs are seeking all civil and statutory penalties and wages as available and applicable under Labor Code §§ 226.7, 512, 558, including sections 558(a)(1)-(3), 1199, 2699(f)(2), and 2699.5, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Unlawfully Collecting or Receiving Wages in Violation of Labor Code § 221

Labor Code § 221 provides, "It shall be unlawful for any employer to collect or receive from an employee any part of wages theretofore paid by said employer to said employee." As discussed above, Defendants have consistently violated Labor Code § 221 by unlawfully collecting or deducting the Employees' earned wages, including by the above described off the clock work and unlawful rounding and overtime miscalculation. By not compensating Employees for all hours worked, Defendant unlawfully deducted wages earned by and owed to Aggrieved



Employees, in violation of Labor Code § 221. In light of the forgoing, Plaintiffs and Aggrieved Employees seek to recover penalties pursuant to Labor Code § 558. Under the PAGA, and following exhaustion of the notice period, Plaintiffs seek all civil and statutory penalties available and applicable under Labor Code §§ 510, 558, 1194, 2699(f)(2), and 2699.5, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Failure to Issue Accurate Wage Statements in Violation of Labor Code § 226

California Labor Code § 226(a) requires an employer to furnish each employee with an accurate, itemized wage statements in writing. These statements must be appended to the detachable part of the check, draft, voucher, or whatever else serves to pay the employee's wages; or, if wages are paid by cash or personal check, these statements may be given to the employee separately from the payment of wages; in either case the employer must give the employee these statements twice a month or each time wages are paid. As a direct and proximate cause of Defendants' violation of Labor Code § 226(a), Aggrieved Employees suffered injuries, including among other things confusion over whether they received all wages owed them, the difficulty and expense involved in reconstructing pay records, and forcing them to make mathematical computations to analyze whether the wages paid in fact compensated them correctly for all hours worked.

Defendants failed to provide Aggrieved Employees with accurate itemized wage statements in writing, as required by the Labor Code. Specifically, the wage statements given to Aggrieved Employees failed to accurately account for unpaid wages, overtime, reporting time pay, premium pay for deficiently provided meal periods and rest breaks, and unlawfully received or collected wages, as discussed above, and failed to list accurate rates of pay due to miscalculations of overtime and premium pay. In light of these violations, and pursuant to Labor Code §§ 226(a) and 226(e) and paragraphs 4(b), 7, and 20 of the applicable IWC Wage Orders, Aggrieved Employees are entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) for each violation in a subsequent pay period, not exceeding an aggregate penalty of four thousand dollars (\$4,000). They are also entitled to an award of costs and reasonable attorneys' fees.

Under the PAGA, and following exhaustion of the notice period, Plaintiff asserts PAGA claims for failure to provide Aggrieved Employees with accurate, itemized wage statements and failure to maintain employment records for Plaintiffs and Aggrieved Employees under Labor Code §§ 226, 1174, and 1198.5, and Sections 7(A), 7(B), and 7(C) of the applicable IWC Wage Order(s) seeking all civil and statutory penalties and wages available and applicable under Labor Code §§ 226(e), 226.3, 558, 1174.5, 1199, and 2699(f)(2), and paragraph 20 of the applicable IWC Wage Order, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1). More specifically, by providing inaccurate wage statements and failing to maintain records as required under Labor Code § 226(a), Defendants committed ongoing violations giving rise to civil penalties under Labor Code § 226.3, which in addition to other penalties provided by law, subjects Defendants to "a penalty in the amount of two hundred fifty dollars (\$250) per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for each violation in a subsequent citation, ..."



Failure to Issue Semimonthly Payments in Violation of Labor Code § 204

In failing to pay Aggrieved Employees wages, overtime, premium pay, etc., Defendants failed to timely pay Aggrieved Employees wages on a semimonthly basis as required under Labor Code § 204. Defendants failed to maintain records showing accurate hours worked daily and the wages paid to Aggrieved Employees, as well as the meal and rest periods taken by Aggrieved Employees, as required by Labor Code § 1174 and the applicable IWC wage orders. In light of the forgoing, Plaintiffs and Aggrieved Employees seek to recover wages and penalties, interest, fees and costs pursuant to Labor Code §§ 210, 218.5, 558, and 1194. In failing to pay Aggrieved Employees minimum wages, overtime, and reporting time pay, by unlawful rounding and off the clock work, by not providing proper meal and rest periods, failing to provide accurate itemized wage statements, and failing to pay Employees wages upon termination or timely upon resignation, all discussed above, Defendants failed to timely pay Aggrieved Employees wages on a semimonthly basis as required under Labor Code § 204. Defendants also failed to maintain records showing accurate hours worked daily and the wages paid to Aggrieved Employees, as required by Labor Code § 1174 and paragraph 7 of the applicable IWC Wage Orders, entitling Aggrieved Employees to recover penalties pursuant to paragraph 20 of the applicable IWC Wage Orders.

Under the PAGA, and following exhaustion of the notice period, Plaintiffs assert PAGA claims for failure to timely pay all wages owed, including at least semi-monthly and upon separation or termination, under Labor Code §§ 203, 204, 2926, 2927, and 2699.5 seeking all civil penalties available and applicable under Labor Code §§ 204, 210, 558, 1197, 1198, 1199 and 2699(f)(2), and paragraph 20 of the applicable IWC Wage Orders, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Failure to Keep Records In Accordance With Labor Code § 1174

Labor Code § 1174 requires employers to keep records showing payroll data and the hours worked daily by and the wages paid to employees. By failing to pay Aggrieved Employees proper wages, overtime, premium pay, etc., all discussed herein, Defendants failed to maintain proper employment records in accordance with Section 1174. In light of the forgoing, Plaintiffs and Aggrieved Employees seek to recover penalties pursuant to Labor Code §§ 1174.5 and 2699, *et seq.* Defendants have also failed to comply with paragraph 7 of the applicable California IWC Wage Orders by failing to maintain time records showing when the employee begins and ends each work period, meal periods, wages earned pursuant to Labor Code § 226.7, and total daily hours worked by itemizing in wage statements all deductions from payment of wages and accurately reporting total hours worked by the Aggrieved Employees, and they are entitled to recover penalties pursuant to paragraph 20 of the applicable IWC Wage Orders.

Under the PAGA, and following exhaustion of the notice period, Plaintiffs assert PAGA claims for failure to provide Plaintiff and the Aggrieved Employees with accurate, itemized wage statements and failure to maintain employment records for Plaintiff and Aggrieved Employees under Labor Code §§ 226, 1174, 1198, and 1198.5, and Sections 7(A), 7(B), and 7(C) of the applicable IWC Wage Order(s) seeking all civil and statutory penalties and wages available and applicable under Labor Code §§ 558, 1174.5, 1199, and 2699(f)(2), 2699.5, and paragraph 20 of



the applicable IWC Wage Order, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Waiting Time Penalties Pursuant to Labor Code § 203

Some Aggrieved Employees no longer work for Defendants; they either resigned or were terminated from Defendants' employ. Based on the forgoing, Defendants have had a consistent policy of failing to pay all wages earned by and owed to Aggrieved Employees at the time of their termination of within seventy-two hours of their resignation, as required by California under Labor Code § 203. In light of the forgoing, Plaintiffs and Aggrieved Employees seek to recover wages and penalties pursuant to Labor Code § 558 and further specifically seek penalties and wages under Labor Code § 203, which provides that an employee's wages shall continue until paid for up to thirty (30) days from the date they were due. Under the PAGA, and following exhaustion of the notice period, Plaintiffs assert PAGA claims for failure to timely pay all wages owed, including at least semi-monthly and upon separation or termination, under Labor Code §§ 201, 201, 203, 204, 1197.5, 2926, and 2927 seeking all civil penalties available and applicable under Labor Code §§ 201, 202, 203, 210, 558, 1197, 1198, 1199, 2699(f)(2), 2699.5, and paragraph 20 of the applicable IWC Wage Orders, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Failure to Provide Paid Sick Days and COVID-19 Supplemental Sick Leave

Defendants violated California Labor Code § 246 by not providing all required paid sick days to Plaintiffs and the Aggrieved Employees. Labor Code § 246 provides that an Employee who "works in California for the same employer for 30 or more days within a year from the commencement of employment is entitled to paid sick days as specified in this section." Defendants failed to provide Plaintiffs and the other similarly Aggrieved Employees with all their required and earned sick days, in violation of Labor Code § 246. Defendants have also failed to provide COVID-19 supplemental sick leave to the Aggrieved Employees during the relevant time period and at the correct rate of pay, including by failing to provide two work weeks of COVID-19 supplemental paid sick leave as required under Labor Code §§ 248.1 and 248.2 and including damages and penalties as these sections are enforced through Labor Code § 248.5, which requires that: "If paid sick days were unlawfully withheld, the dollar amount of paid sick days withheld from the employee multiplied by three, or two hundred fifty dollars (\$250), whichever amount is greater, but not to exceed an aggregate penalty of four thousand dollars (\$4,000), shall be included in the administrative penalty."

Plaintiffs accordingly seek this relief available for Defendants' failure to provide Aggrieved Employees with all their required and earned sick days and all their COVID-19 supplemental sick leave in violation of Labor Code §§ 246, 248.1, and the civil and statutory penalties available and applicable under Labor Code §§ 246, 248.1, 248.2, 248.5, 558, 1194.2, 1197.1, 1198, 1199, and 2699(f)(2), and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

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Failure to Reimburse Necessary Business Expenses Under Labor Code § 2802

Defendants required Plaintiffs and the Aggrieved Employees to pay for necessary work-related expenses they incurred. These included the cell phone-related expenses Plaintiffs incurred in responding to calls, texts, and emails from managers and colleagues and in accessing the internet as required for downloading timekeeping applications and the “Teams” application to communicate with management and peers. Aggrieved Employees working in the field were also required to drive extensively to participants’ homes, chauffeur participants to other locations, and drive to Defendants’ campuses during work shift hours but Defendants neglected to reimburse them for mileage at the appropriate rates or reimburse related automobile expenses and usage. Defendants also failed to pay for business expenses incurred by Aggrieved Employees who while working from home to complete reports incurred expenses such as home internet usage, electricity consumption, and home office space. In addition, Defendants required employees working within their facilities to wear a work uniform consisting of a shirt featuring the company logo but failed to provide any reimbursement for maintenance of these uniforms.

Defendants thus uniformly failed to reimburse those lawful and necessary work related expenses or losses incurred in direct discharge of their job duties during employment with Defendants and at the direction of the Defendants pursuant to Labor Code § 2802(a) and the applicable IWC Wage Orders, paragraph 9. Defendants are liable for PAGA penalties resulting from their failure to reimburse necessary business expenses incurred by the Aggrieved Employees. Accordingly, Aggrieved Employees are entitled to recover, and hereby seek through this Representative Action, all civil and statutory penalties authorized for violations of California Labor Code §§ 1198 and 2802, and Section 9(B) of the applicable IWC Wage Orders, and Plaintiffs seek all civil and statutory penalties available and applicable under Labor Code §§ 2802 and 2699(f)(2), and also attorneys’ fees and costs pursuant to Labor Code § 2699(g)(1).

Unfair Competition Under Business and Professions Code § 17200, et seq.

Consequently, Defendants’ conduct has been and continues to be unfair, unlawful, and harmful to Aggrieved Employees and the general public in violation of Business & Professions Code § 17200 et seq.

Plaintiff’s PAGA Claim under Labor Code § 2698 et seq. and Recovery Bases:

After complying with the notice procedures of Labor Code § 2699.3 and the running of the notice period after the filing of the attached Class Action Complaint, Plaintiffs will file an amended Complaint asserting, as a representative action on behalf of the California Attorney General and the other similarly Aggrieved Employees, a PAGA claim for violations of the above addressed underlying claims and seeking penalties as specified by the applicable corresponding provisions.

Plaintiff and the Aggrieved Employees seek penalties under Labor Code §§ 2698 and 2699 for Defendants’ violation of Labor Code provisions included under Labor Code § 2699.5, including the penalty provisions, without limitation, based, *inter alia*, on the following California Labor Code sections: 201, 202, 203, 204, 226, 226.7, 246, 248.1, 248.2, 248.5, 510, 512, 558, 1174,



1174.5, 1185, 1194, 1194.1, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2802, 2810.5, and 2698 *et seq.*, including as follows:

(a) Wage Claims: For failure to provide Plaintiffs and the Aggrieved Employees all earned regular pay and minimum wages for regular hours worked and for failure to pay overtime premium wages for overtime hours worked under Labor Code §§ 510, 1194(a), 1197, and 1198, and paragraphs 2(K), 3(A), 4(A), 4(B) and 20 of the applicable IWC Wage Order(s) seeking all civil and statutory penalties available and applicable under Labor Code §§ 510, 558, 1194.2, 1197.1, 1198, 1199, 2699(f)(2), and 2699.5, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1);

(b) Meal and Rest Period Claims: For failure to provide Plaintiffs and the Aggrieved Employees off-duty, timely, and unpaid meal periods and failure to authorize and permit them to take off-duty, timely, and paid rest periods, or pay one hour of regular pay in lieu thereof, under Labor Code §§ 512, 1198, and 226.7, and Sections 11, 12(A), and 12(B) of the applicable IWC Wage Order(s) seeking all civil and statutory penalties available and applicable, including under paragraph 20 of the applicable IWC Wage Orders, and wages under Labor Code §§ 226.7, 512, 558, including sections 558(a)(1)-(3), 1199 and 2699(f)(2), and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1);

(c) Inaccurate Wage Statements and Failure to Maintain Records: For failure to provide Plaintiffs and the Aggrieved Employees with accurate, itemized wage statements and failure to maintain employment records for Plaintiffs and Aggrieved Employees under Labor Code §§ 226, 1174, and 1198.5, and Sections 7(A), 7(B), and 7(C) of the applicable IWC Wage Order(s) seeking all civil and statutory penalties and wages available and applicable under Labor Code §§ 226(e), 226.3, 558, 1174.5, 1199, and 2699(f)(2), and paragraph 20 of the applicable IWC Wage Order, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1). More specifically, by providing inaccurate wage statements and failing to maintain records as required under Labor Code § 226(a), Defendants committed ongoing violations giving rise to civil penalties under Labor Code § 226.3, which in addition to other penalties provided by law, subjects Defendants to "a penalty in the amount of two hundred fifty dollars (\$250) per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for each violation in a subsequent citation, ...";

(d) Failure to Timely Pay Wages: For failure to timely pay all wages owed, including at least semi-monthly and upon separation or termination, under Labor Code §§ 201, 201, 203, 204, 1197.5, 2926, and 2927 seeking all civil penalties available and applicable under Labor Code §§ 201, 202, 203, 210, 558, 1197, 1198, 1199 and 2699(f)(2), and paragraph 20 of the applicable IWC Wage Orders, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1);

(e) Unlawful Deductions and Failure to Reimburse Business Expenses: For Defendants' unlawful deductions from wages and for Defendants' failure to reimburse the necessary work related expenses incurred under Labor Code §§ 221, 1197, 1197.1, 1198, and 2802, and Sections 2(K), 4, 9, and 20 of the applicable IWC Wage Order(s), seeking civil



penalties available and applicable under Labor Code §§ 221, 1197, 1197.1, 1198, 2802, 2699.5, and 2699(f)(2) and paragraph 9 and 20 of the IWC Wage Orders, and also attorneys' fees and costs pursuant to Labor Code § 2699(g)(1);

(f) Failure to Provide Paid Sick Days and COVID-19 Supplemental Sick Leave: For Defendants' failure to provide Employees with all their required and earned sick days and all their COVID-19 supplemental sick leave in violation of Labor Code §§ 246, 248.1, 248.2, and the civil and statutory penalties available and applicable under Labor Code §§ 246, 248.1, 248.2, 248.5, 558, 1194.2, 1197.1, 1198, 1199, and 2699(f)(2), and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1);

(g) Failure to Pay Reporting Time Pay: For Defendants failure to provide Employees with all their required reporting time pay in violation of Wage Order 5-2001 and 8 § CCR 11050(5) and civil and statutory penalties available and applicable under Labor Code §§ 204, 558, including sections 558(a)(1)-(3), 1199, 2699(f)(2) and 2699.5, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1); and

(h) All Other Alleged Violations of the Labor Code and IWC Wage Orders: For Labor Code §§ 212, 2810.5, and any above addressed violation of the applicable provisions of the Labor Code and IWC Wage Orders constituting violations of Labor Code § 1198 and Labor Code § 2699.5, and seeking penalties available and applicable under Labor Code § 2699(f)(2) and paragraph 20 of the applicable IWC Wage Orders, and for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

We have been constrained to initially move forward with the filing of this Complaint, alleging the causes of action discussed herein, without the PAGA claim. Thus, any action by the LWDA would not resolve the entirety of the case, and the interest of judicial economy will be served by allowing the case to proceed as a cohesive whole.

This letter and the attached Complaint therefore provide the requisite notice under the Act to the LWDA and Defendants by setting forth the specific provisions of the Labor Code and related provisions Plaintiffs allege have been violated, including the facts and relevant theories alleged against Reimagine Network f/k/a Rehabilitation Institute of Southern California and any other named Defendants and joint employers. To prevent the violations described in the Complaint and herein from occurring, and to remedy past violations, Plaintiffs respectfully requests that the LWDA conduct an investigation into Defendants' employment practices in accordance with the Act.

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Wherefore we request that you advise us, by certified mail within sixty days of the postmark on this letter, whether you intend to proceed with these claims or whether Plaintiffs and the Aggrieved Employees should include them in an amended Labor Code § 2698 *et seq.* claim under the Act in an amended Complaint.

Regards,
D.LAW INC.

A handwritten signature in black ink, appearing to read 'Alvin B. Lindsay', with a horizontal line drawn underneath the signature.

Alvin B. Lindsay
a.lindsay@d.law

Cc: Reimagine Network f/k/a Rehabilitation Institute of Southern California by Certified Mail

EXHIBIT 3

Alonzo v. Reimagine Network
Litigation Costs

Service Date		Details		Provider		Amount
9/29/23		LWDA Letter		LWDA		\$ 75.00
9/29/23		LWDA Letter Postage		USPS		\$ 18.68
10/2/23		Summons & Complaint		Rapid Legal		\$ 1,493.76
10/10/23		Process of Service - Summons & Complaint		Rapid Legal		\$ 88.07
10/11/23		POS of Summons		Rapid Legal		\$ 15.71
11/13/23		Notice Case Management Conference		Rapid Legal		\$ 15.71
12/14/23		First Amended Complaint		Rapid Legal		\$ 15.71
2/26/24		Notice and Acknowledgment of Receipt of First Amended Complaint		Rapid Legal		\$ 13.65
3/5/24		Joint Case Management Statement		Rapid Legal		\$ 13.65
10/1/24		Mediation		Serratore Law		\$ 14,000.00
10/4/24		Notice of Disassociation & Association; Change of Address		Rapid Legal		\$ 13.65
11/7/24		Expert Mediation Analysis		Berger Consulting		\$ 6,930.00
11/18/24		Case Management Statement		Rapid Legal		\$ 13.65
11/20/24		Notice		Rapid Legal		\$ 13.65
1/16/25		Case Management Statement & Declaration		Rapid Legal		\$ 13.65
5/8/25		Notice of Association		Rapid Legal		\$ 13.71
6/23/25		Joint Case Management Statement		Rapid Legal		\$ 13.71
9/23/25		Joint Case Management Statement		One Legal		\$ 19.82
12/16/25		(Rejected) Notice of Unavailability		Rapid Legal		\$ 13.71
12/16/25		Notice of Unavailability; Notice of Disassociation		Rapid Legal		\$ 13.71
FUTURE		Motion for Approval of PAGA Settlement		Rapid Legal		\$ 85.00
FUTURE		Request for Dismissal of Class & Individual Claims		Rapid Legal		\$ 18.00
FUTURE		Decl of Class Admin re Final Distribution		Rapid Legal		\$ 18.00
FUTURE		Ntc of Entry of Final Order & Judgment		Rapid Legal		\$ 18.00

Total	\$ 22,948.20
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EXHIBIT 4

Attorney	Total Time	Rate	Total Billable Amount
Tania Fonseca	63.3	\$ 840.00	\$ 53,172.00
Alvin Lindsay	27	\$ 1,260.00	\$ 34,020.00
Antonia Bliznets	31.2	\$ 475.00	\$ 14,820.00
Rose Sorial	13.2	\$ 950.00	\$ 12,540.00
Enoch Kim	8.4	\$ 1,045.00	\$ 8,778.00
Total	143.1		\$ 123,330.00

Paralegal	Total Time	Rate	Total Billable Amount
Jose Lopez	13.6	\$ 300.00	\$ 4,080.00
Sasha Zambrano	10.7	\$ 250.00	\$ 2,675.00
Silvia Pimentel	0.8	\$ 350.00	\$ 280.00
Janet Linares	0.7	\$ 250.00	\$ 175.00
Akiko Iwata	0.2	\$ 275.00	\$ 55.00
Katheryn Perez	0.1	\$ 250.00	\$ 25.00
Brent Insua	0.1	\$ 275.00	\$ 27.50
Total	26.2		\$ 7,317.50

Grand Total	Total Time		Total Billable Amount
Attorneys	143.1		\$ 123,330.00
Paralegals	26.2		\$ 7,317.50
Total	169.3		\$ 130,647.50

Case Number	Case Title	Entry Date	Billable Time	Attorney/Paralegal	Note
30-2023-01351853-CU-OE-CXC	Alonzo, et al. v. Reimagine Network	9/15/23	0.1	Tania Fonseca	Communicate (with client) by sending introductory email.
30-2023-01351853-CU-OE-CXC	Alonzo, et al. v. Reimagine Network	9/18/23	2.5	Tania Fonseca	Review/analyze client file and draft notes for intake call.
30-2023-01351853-CU-OE-CXC	Alonzo, et al. v. Reimagine Network	9/18/23	2.0	Tania Fonseca	Review/analyze Plaintiff Bucarra's records for additional intake
30-2023-01351853-CU-OE-CXC	Alonzo, et al. v. Reimagine Network	9/19/23	2.1	Tania Fonseca	Communicate (with client) re additional intake questions.
30-2023-01351853-CU-OE-CXC	Alonzo, et al. v. Reimagine Network	9/19/23	0.5	Tania Fonseca	Draft/revise notes from call with client
30-2023-01351853-CU-OE-CXC	Alonzo, et al. v. Reimagine Network	9/20/23	0.5	Tania Fonseca	Draft/revise notes on wrongful termination.
30-2023-01351853-CU-OE-CXC	Alonzo, et al. v. Reimagine Network	9/20/23	0.3	Tania Fonseca	Review/analyze claim of wrongful termination.
30-2023-01351853-CU-OE-CXC	Alonzo, et al. v. Reimagine Network	9/20/23	0.1	Sasha Zambrano	Called Bucaro to schedule call for FU intake w Tania. Scheduled for Friday @ 1pm - informed Tania.
30-2023-01351853-CU-OE-CXC	Alonzo, et al. v. Reimagine Network	9/21/23	0.1	Tania Fonseca	Communicate (with client) send email re only moving forward with class wage and hour claims.
30-2023-01351853-CU-OE-CXC	Alonzo, et al. v. Reimagine Network	9/22/23	2.7	Tania Fonseca	Communicate (with client) re additional intake questions.
30-2023-01351853-CU-OE-CXC	Alonzo, et al. v. Reimagine Network	9/25/23	0.1	Tania Fonseca	Communicate (in firm) re status of wrongful termination claim.
30-2023-01351853-CU-OE-CXC	Alonzo, et al. v. Reimagine Network	9/27/23	2.0	Tania Fonseca	Review/analyze file in preparation for drafting complaint
30-2023-01351853-CU-OE-CXC	Alonzo, et al. v. Reimagine Network	9/27/23	5.0	Tania Fonseca	Draft/revise complaint.
30-2023-01351853-CU-OE-CXC	Alonzo, et al. v. Reimagine Network	9/28/23	5.2	Tania Fonseca	Draft/revise class complaint.
30-2023-01351853-CU-OE-CXC	Alonzo, et al. v. Reimagine Network	9/28/23	3.0	Tania Fonseca	Draft/revise PAGA notice.
30-2023-01351853-CU-OE-CXC	Alonzo, et al. v. Reimagine Network	9/28/23	0.1	Tania Fonseca	Communicate (with client)- Attempted call to client [REDACTED]; left VM.
30-2023-01351853-CU-OE-CXC	Alonzo, et al. v. Reimagine Network	9/29/23	0.3	Tania Fonseca	Communicate (with client) re approval to file case and termination
30-2023-01351853-CU-OE-CXC	Alonzo, et al. v. Reimagine Network	9/29/23	0.1	Tania Fonseca	Send email to client [REDACTED]
30-2023-01351853-CU-OE-CXC	Alonzo, et al. v. Reimagine Network	9/29/23	1.3	Sasha Zambrano	Finalized Complaint, prepared initiating docs. Sent for filing w RL. Finalized LWDA ltr, prepared for mailing, uploaded to website. Saved to Neos & calendared FAC ripe. Informed ABL team.
30-2023-01351853-CU-OE-CXC	Alonzo, et al. v. Reimagine Network	10/3/23	0.3	Sasha Zambrano	Received conformed S&C, added to calendar & Neos. Checked Court's website to verify any addtl docs - none. Informed ABL & Tania.
30-2023-01351853-CU-OE-CXC	Alonzo, et al. v. Reimagine Network	10/5/23	0.0	Katheryn Perez	Uploading pdf of email re Case Claim Follow Up
30-2023-01351853-CU-OE-CXC	Alonzo, et al. v. Reimagine Network	10/11/23	0.1	Katheryn Perez	Uploaded conformed copy of POS of Summons
30-2023-01351853-CU-OE-CXC	Alonzo, et al. v. Reimagine Network	11/7/23	1.4	Tania Fonseca	Review/analyze file for upcoming deadlines and action items.
30-2023-01351853-CU-OE-CXC	Alonzo, et al. v. Reimagine Network	11/7/23	0.5	Sasha Zambrano	Checked court's website re no ISC set, called clerk to inquire - advise they're working on scheduling ISCs and we should receive a minute order soon. Informed TF.
30-2023-01351853-CU-OE-CXC	Alonzo, et al. v. Reimagine Network	11/7/23	0.2	Tania Fonseca	Review/analyze court's minute order.
30-2023-01351853-CU-OE-CXC	Alonzo, et al. v. Reimagine Network	11/9/23	0.8	Sasha Zambrano	Received Minute Order setting CMC - added dates to calendar. Prepared Ntc to Def, sent to ABL & TF for review. ABL approved, finalized Ntc of CMC, sent for filing w RL. Sent to Lauren for printing and mailing, sent courtesy email to OC.
30-2023-01351853-CU-OE-CXC	Alonzo, et al. v. Reimagine Network	11/13/23	1.0	Tania Fonseca	Review/analyze meet and confer letter from OPC and arbitration agreements.
30-2023-01351853-CU-OE-CXC	Alonzo, et al. v. Reimagine Network	11/13/23	0.3	Tania Fonseca	Draft email to OPC re mediation.
30-2023-01351853-CU-OE-CXC	Alonzo, et al. v. Reimagine Network	11/29/23	0.1	Tania Fonseca	Draft email to OPC re deferring responsive pleading and mediation.

Case Number	Case Title	Entry Date	Billable Time	Attorney/Paralegal	Note
30-2023-01351853-CU-OE-CXC	Alonzo, et al. v. Reimagine Network	11/29/23	0.1	Tania Fonseca	Draft email memo to colleague re case statute.
30-2023-01351853-CU-OE-CXC	Alonzo, et al. v. Reimagine Network	11/29/23	0.2	Tania Fonseca	Draft email to OPC re request for arb agreement signed by Bucaro.
30-2023-01351853-CU-OE-CXC	Alonzo, et al. v. Reimagine Network	11/29/23	0.5	Sasha Zambrano	Review correspondence from OC re Arb agreement, noticed no doc for Bucaro, only signed by Alonzo - informed TF, she'll connect w OC for pending docs. Prepared & sent email to Alonzo only w arb agreement, advised TF will call soon to discuss further. Received abr agreement for Bucaro, sent email & saved to Neos & server.
30-2023-01351853-CU-OE-CXC	Alonzo, et al. v. Reimagine Network	12/1/23	1.5	Tania Fonseca	Plan and prepare for conference all with OPC, review file and orders.
30-2023-01351853-CU-OE-CXC	Alonzo, et al. v. Reimagine Network	12/1/23	0.3	Tania Fonseca	Communicate with OC re mediation.
30-2023-01351853-CU-OE-CXC	Alonzo, et al. v. Reimagine Network	12/1/23	0.2	Tania Fonseca	Draft memo re call with OPC.
30-2023-01351853-CU-OE-CXC	Alonzo, et al. v. Reimagine Network	12/4/23	1.5	Tania Fonseca	Draft First Amended Class complaint.
30-2023-01351853-CU-OE-CXC	Alonzo, et al. v. Reimagine Network	12/4/23	0.1	Tania Fonseca	Review email from OPC re employer being nonprofit.
30-2023-01351853-CU-OE-CXC	Alonzo, et al. v. Reimagine Network	12/4/23	0.1	Tania Fonseca	Draft email to OPC re accepting service of FAC
30-2023-01351853-CU-OE-CXC	Alonzo, et al. v. Reimagine Network	12/4/23	0.6	Sasha Zambrano	Finalized FAC, sent for filing w RL. Prepared NAR per OC's email, sent FAC & NAR - pending. Sent to Lauren for printing & mailing.
30-2023-01351853-CU-OE-CXC	Alonzo, et al. v. Reimagine Network	12/5/23	0.1	Sasha Zambrano	Saved TF corrected notes re Conf Call w OC in Neos & server.
30-2023-01351853-CU-OE-CXC	Alonzo, et al. v. Reimagine Network	12/15/23	0.3	Sasha Zambrano	Received conformed FAC, saved to file & informed ABL & TF. Submitted to PAGA website.
30-2023-01351853-CU-OE-CXC	Alonzo, et al. v. Reimagine Network	12/19/23	0.1	Tania Fonseca	Attempted calls to clients re arbitration agreements. Left vms.
30-2023-01351853-CU-OE-CXC	Alonzo, et al. v. Reimagine Network	1/12/24	0.0	Katheryn Perez	tagging the calendared event to the case.
30-2023-01351853-CU-OE-CXC	Alonzo, et al. v. Reimagine Network	1/16/24	0.0	Katheryn Perez	tagging calendared event to the case.
30-2023-01351853-CU-OE-CXC	Alonzo, et al. v. Reimagine Network	1/23/24	0.2	Tania Fonseca	Communicate (with client) re arbitration agreement.
30-2023-01351853-CU-OE-CXC	Alonzo, et al. v. Reimagine Network	1/25/24	0.1	Tania Fonseca	Communicate with OPC re mediation.
30-2023-01351853-CU-OE-CXC	Alonzo, et al. v. Reimagine Network	1/29/24	0.1	Tania Fonseca	Review/analyze confirmatory email from OPC re mediation and deferral of responsive pleadings.
30-2023-01351853-CU-OE-CXC	Alonzo, et al. v. Reimagine Network	1/29/24	0.1	Tania Fonseca	Draft/revise email to OPC re mediation.
30-2023-01351853-CU-OE-CXC	Alonzo, et al. v. Reimagine Network	2/7/24	0.1	Tania Fonseca	Attempted call and email to OPC re mediator and date.
30-2023-01351853-CU-OE-CXC	Alonzo, et al. v. Reimagine Network	2/7/24	0.1	Tania Fonseca	Review/analyze email from OPC re selection of mediator.
30-2023-01351853-CU-OE-CXC	Alonzo, et al. v. Reimagine Network	2/7/24	0.1	Tania Fonseca	Draft/revise email to OPC re mediator and Plaintiff's dates of availability.
30-2023-01351853-CU-OE-CXC	Alonzo, et al. v. Reimagine Network	2/23/24	0.3	Sasha Zambrano	Verified NAR to FAC had not been filed. Prepared POS to NAR signed by Def, sent to Janet for filing. Sent to Lauren for printing & mailing. Sent email to OC.
30-2023-01351853-CU-OE-CXC	Alonzo, et al. v. Reimagine Network	2/23/24	0.1	Janet Linares	Sent NAR - FAC for filing with rapid legal.
30-2023-01351853-CU-OE-CXC	Alonzo, et al. v. Reimagine Network	2/29/24	0.1	Sasha Zambrano	Obtaining remote app for hrng, saved to Calendar & Neos.
30-2023-01351853-CU-OE-CXC	Alonzo, et al. v. Reimagine Network	2/29/24	0.3	Alvin Lindsay	Review calendar and requirement for CMC statement and confer with TF and SZ regarding same and completing and filing statement. Address mediation and timing and confirm date.
30-2023-01351853-CU-OE-CXC	Alonzo, et al. v. Reimagine Network	2/29/24	3.0	Tania Fonseca	Draft joint CMC statement.
30-2023-01351853-CU-OE-CXC	Alonzo, et al. v. Reimagine Network	3/1/24	0.3	Alvin Lindsay	Review CMC statement and correspondence with OC regarding same and confer with TF on finalizing and timing for filing.
30-2023-01351853-CU-OE-CXC	Alonzo, et al. v. Reimagine Network	3/1/24	0.3	Tania Fonseca	Communicate (other outside counsel) re

Case Number	Case Title	Entry Date	Billable Time	Attorney/Paralegal	Note
30-2023-01351853-CU-OE-CXC	Alonzo, et al. v. Reimagine Network	3/4/24	0.3	Tania Fonseca	Draft/revise email to OPC re CMC statement, call and left VM
30-2023-01351853-CU-OE-CXC	Alonzo, et al. v. Reimagine Network	3/4/24	0.4	Alvin Lindsay	Review CMC statement draft and correspondence regarding same and confer with TF on revisions and approach.
30-2023-01351853-CU-OE-CXC	Alonzo, et al. v. Reimagine Network	3/4/24	0.1	Janet Linares	Filed Joint CMC Statement (3.8.24) with Rapid Legal with Sasha.
30-2023-01351853-CU-OE-CXC	Alonzo, et al. v. Reimagine Network	3/5/24	0.3	Alvin Lindsay	Confer with TF and SZ regarding finalizing Joint CMC statement and revisions and status of CMC and service.
30-2023-01351853-CU-OE-CXC	Alonzo, et al. v. Reimagine Network	3/5/24	0.0	Janet Linares	Upload and email Joint CMC Statement (3.8.24) to SZ, TF and AL
30-2023-01351853-CU-OE-CXC	Alonzo, et al. v. Reimagine Network	3/6/24	0.3	Alvin Lindsay	Review court minute order continuing conference and confer with TF regarding status and mediation prep.
30-2023-01351853-CU-OE-CXC	Alonzo, et al. v. Reimagine Network	3/6/24	0.2	Sasha Zambrano	Updated calendar per Minute order cont CMC, saved minute order to file.
30-2023-01351853-CU-OE-CXC	Alonzo, et al. v. Reimagine Network	3/7/24	0.3	Tania Fonseca	Draft email to OPC re court's minute order vacating the CMC
30-2023-01351853-CU-OE-CXC	Alonzo, et al. v. Reimagine Network	3/18/24	0.2	Sasha Zambrano	Update calendar.
30-2023-01351853-CU-OE-CXC	Alonzo, et al. v. Reimagine Network	4/13/24	0.1	Sasha Zambrano	Reviewed file, client Alonzo not informed of mediation. Evelyn to connect w client & send letter.
30-2023-01351853-CU-OE-CXC	Alonzo, et al. v. Reimagine Network	8/8/24	1.8	Tania Fonseca	Review/analyze file, employment records and filing to prepare for drafting informal discovery request.
30-2023-01351853-CU-OE-CXC	Alonzo, et al. v. Reimagine Network	8/8/24	2.0	Tania Fonseca	Draft/revise informal discovery request
30-2023-01351853-CU-OE-CXC	Alonzo, et al. v. Reimagine Network	8/8/24	0.3	Tania Fonseca	Draft/revise email to OC re informal discovery request for mediation.
30-2023-01351853-CU-OE-CXC	Alonzo, et al. v. Reimagine Network	8/8/24	0.3	Alvin Lindsay	Review correspondence and confer with TF regarding informal discovery requests and further mediation prep.
30-2023-01351853-CU-OE-CXC	Alonzo, et al. v. Reimagine Network	9/4/24	0.3	Tania Fonseca	Draft/revise email to OC re data production for mediation.
30-2023-01351853-CU-OE-CXC	Alonzo, et al. v. Reimagine Network	9/4/24	0.3	Tania Fonseca	Review/analyze email from OC re providing data for mediation by end of the month.
30-2023-01351853-CU-OE-CXC	Alonzo, et al. v. Reimagine Network	9/19/24	0.3	Tania Fonseca	Draft/revise email to OC re data production for mediation.
30-2023-01351853-CU-OE-CXC	Alonzo, et al. v. Reimagine Network	9/19/24	0.3	Tania Fonseca	Review/analyze file for upcoming action items.
30-2023-01351853-CU-OE-CXC	Alonzo, et al. v. Reimagine Network	9/19/24	0.3	Tania Fonseca	Review/analyze email from OC re data production.
30-2023-01351853-CU-OE-CXC	Alonzo, et al. v. Reimagine Network	9/19/24	0.1	Sasha Zambrano	Updated calendar.
30-2023-01351853-CU-OE-CXC	Alonzo, et al. v. Reimagine Network	9/23/24	0.4	Alvin Lindsay	Review correspondence from OC regarding mediation production and sampling and Excel file. Confer and correspond with TF and RS regarding same and approach for transition.
30-2023-01351853-CU-OE-CXC	Alonzo, et al. v. Reimagine Network	9/23/24	0.3	Tania Fonseca	Review/analyze email from OC re data production.
30-2023-01351853-CU-OE-CXC	Alonzo, et al. v. Reimagine Network	9/23/24	0.3	Tania Fonseca	Draft/revise email to expert re data production.
30-2023-01351853-CU-OE-CXC	Alonzo, et al. v. Reimagine Network	9/23/24	0.3	Tania Fonseca	Communicate with RS re mediation,
30-2023-01351853-CU-OE-CXC	Alonzo, et al. v. Reimagine Network	9/23/24	0.3	Tania Fonseca	Communicate with RS re mediation,
30-2023-01351853-CU-OE-CXC	Alonzo, et al. v. Reimagine Network	9/30/24	0.4	Alvin Lindsay	Review correspondence regarding notice of change of address and disassociation of counsel and from OC regarding updating service list and confer with TF and RS regarding same.
30-2023-01351853-CU-OE-CXC	Alonzo, et al. v. Reimagine Network	10/1/24	0.2	Sasha Zambrano	Sent invoice to Acct dept via email for payment.
30-2023-01351853-CU-OE-CXC	Alonzo, et al. v. Reimagine Network	10/2/24	0.1	Sasha Zambrano	Saved mediation payment to file.
30-2023-01351853-CU-OE-CXC	Alonzo, et al. v. Reimagine Network	10/11/24	0.0	Janet Linares	Reassigned from TF to RS on Neos.

Case Number	Case Title	Entry Date	Billable Time	Attorney/Paralegal	Note
30-2023-01351853-CU-OE-CXC	Alonzo, et al. v. Reimagine Network	10/15/24	0.3	Tania Fonseca	Review/analyze email from expert re data analysis.
30-2023-01351853-CU-OE-CXC	Alonzo, et al. v. Reimagine Network	10/18/24	0.4	Alvin Lindsay	Review correspondence from Client and draft correspondence to RS and TF regarding updating her and mediation prep status and expert report and briefing timing. Confer regarding same.
30-2023-01351853-CU-OE-CXC	Alonzo, et al. v. Reimagine Network	10/18/24	0.4	Tania Fonseca	Attempted call, email to OC re additional data for mediation.
30-2023-01351853-CU-OE-CXC	Alonzo, et al. v. Reimagine Network	10/18/24	1.5	Tania Fonseca	Review file for employment records and complaint and other filings for preparing mediation brief.
30-2023-01351853-CU-OE-CXC	Alonzo, et al. v. Reimagine Network	10/18/24	1.5	Tania Fonseca	Begin drafting introduction to mediation brief.
30-2023-01351853-CU-OE-CXC	Alonzo, et al. v. Reimagine Network	10/21/24	2.5	Tania Fonseca	Draft/revise mediation brief.
30-2023-01351853-CU-OE-CXC	Alonzo, et al. v. Reimagine Network	10/21/24	0.5	Tania Fonseca	Research re personal attendant exemption and meal period exemption for workers working with disabled populations.
30-2023-01351853-CU-OE-CXC	Alonzo, et al. v. Reimagine Network	10/21/24	0.3	Tania Fonseca	Review/analyze email from OC re additional records for Plaintiffs including timekeeping.
30-2023-01351853-CU-OE-CXC	Alonzo, et al. v. Reimagine Network	10/21/24	0.5	Tania Fonseca	Review and analyze additional records provided by OC including Plaintiff's timekeeping for any meal period violations, review employee handbook for any unlawful policies.
30-2023-01351853-CU-OE-CXC	Alonzo, et al. v. Reimagine Network	10/21/24	0.3	Tania Fonseca	Draft/revise email to OC requesting any additional timekeeping.
30-2023-01351853-CU-OE-CXC	Alonzo, et al. v. Reimagine Network	10/21/24	0.9	Alvin Lindsay	Confer and correspond with TF and RS regarding mediation prep and status of informal discovery and production and expert analysis. Review correspondence with OC regarding same. Review mediation brief and draft revisions. Confer with TF regarding exemptions and applications and finalizing and packaging up brief and sending to mediator. Further mediation prep.
30-2023-01351853-CU-OE-CXC	Alonzo, et al. v. Reimagine Network	10/21/24	0.8	Rose Sorial	finalizing mediation brief; discussions with Tania and research regarding non-profit exemption
30-2023-01351853-CU-OE-CXC	Alonzo, et al. v. Reimagine Network	10/21/24	1.0	Tania Fonseca	Draft/revise mediation brief to include information on Defendant's financial position and meal period exemptions, email to mediator.
30-2023-01351853-CU-OE-CXC	Alonzo, et al. v. Reimagine Network	10/21/24	0.4	Sasha Zambrano	Saved mediation brief to file. Download & saved Def doc production to file.
30-2023-01351853-CU-OE-CXC	Alonzo, et al. v. Reimagine Network	10/22/24	1.0	Tania Fonseca	Review/analyze new timekeeping provided by OC, compare with timekeeping on payroll records, review premiums paid for meal violations.
30-2023-01351853-CU-OE-CXC	Alonzo, et al. v. Reimagine Network	10/22/24	0.6	Alvin Lindsay	Confer and correspond with RS and TF regarding mediation prep and status of informal discovery request production. Confer with TF and RS regarding same and refining data and numbers and updating expert and review correspondence regarding same. Review correspondence with OC regarding same.
30-2023-01351853-CU-OE-CXC	Alonzo, et al. v. Reimagine Network	10/22/24	0.3	Tania Fonseca	Review/analyze email from expert re additional data analysis re reimbursements.
30-2023-01351853-CU-OE-CXC	Alonzo, et al. v. Reimagine Network	10/22/24	0.6	Rose Sorial	communication with client in advance of mediation
30-2023-01351853-CU-OE-CXC	Alonzo, et al. v. Reimagine Network	10/22/24	0.4	Rose Sorial	communication with Plaintiff Bucaro prior to mediation
30-2023-01351853-CU-OE-CXC	Alonzo, et al. v. Reimagine Network	10/23/24	0.8	Silvia Pimentel	Open case and Manage Files.
30-2023-01351853-CU-OE-CXC	Alonzo, et al. v. Reimagine Network	10/23/24	0.4	Janet Linares	Downloaded all invoices and uploaded to Neos and the server. Added all costs to Neos. Exported and formatted cost log and saved to DropBox.
30-2023-01351853-CU-OE-CXC	Alonzo, et al. v. Reimagine Network	10/23/24	0.1	Sasha Zambrano	Updated calendar
30-2023-01351853-CU-OE-CXC	Alonzo, et al. v. Reimagine Network	10/24/24	0.4	Tania Fonseca	Review/analyze email and additional meal period data produced by OC.
30-2023-01351853-CU-OE-CXC	Alonzo, et al. v. Reimagine Network	10/24/24	0.1	Sasha Zambrano	Updated calendar.
30-2023-01351853-CU-OE-CXC	Alonzo, et al. v. Reimagine Network	10/24/24	6.7	Rose Sorial	Attending mediation
30-2023-01351853-CU-OE-CXC	Alonzo, et al. v. Reimagine Network	10/24/24	7.0	Tania Fonseca	Appear for/attend mediation.

Case Number	Case Title	Entry Date	Billable Time	Attorney/Paralegal	Note
30-2023-01351853-CU-OE-CXC	Alonzo, et al. v. Reimagine Network	10/24/24	2.2	Alvin Lindsay	Review case file docs and correspondence and mediation brief and expert analysis and prepare for and conduct/attend mediation. Confer with mediator and OC and DY and TF and RS. Research issues regarding wage statements and total hours and send summary to mediator with authority. Conduct teleconference with mediator and draft notes. Review mediators proposal and confer and correspond with TF and RS regarding same and communicating to Plaintiffs and regarding separate PAGA only and individual settlement agreements.
30-2023-01351853-CU-OE-CXC	Alonzo, et al. v. Reimagine Network	10/24/24	6.5	Alvin Lindsay	Review case file docs and correspondence and mediation brief and expert analysis and prepare for and conduct/attend mediation. Confer with mediator and OC and DY and TF and RS. Research issues regarding wage statements and total hours and send summary to mediator with authority. Conduct teleconference with mediator and draft notes. Review mediators proposal and confer and correspond with TF and RS regarding same and communicating to Plaintiffs and regarding separate PAGA only and individual settlement agreements.
30-2023-01351853-CU-OE-CXC	Alonzo, et al. v. Reimagine Network	10/25/24	0.3	Tania Fonseca	Review/analyze email from mediator re mediator's proposal.
30-2023-01351853-CU-OE-CXC	Alonzo, et al. v. Reimagine Network	10/25/24	0.4	Alvin Lindsay	Review mediator's proposal and confer and correspond with DY and TF and RS regarding same. Correspond with mediator to provide Plaintiffs' acceptance. Review acceptance by all parties and address drafting of MOU.
30-2023-01351853-CU-OE-CXC	Alonzo, et al. v. Reimagine Network	10/28/24	0.3	Tania Fonseca	Analyze email from opposing counsel re acceptance of mediator's proposal and request we circulate memo of understanding.
30-2023-01351853-CU-OE-CXC	Alonzo, et al. v. Reimagine Network	10/28/24	0.3	Alvin Lindsay	Review correspondence regarding mediator's proposal and acceptance and confer with RS regarding same and drafting MOU and approval motion docs and long form settlement.
30-2023-01351853-CU-OE-CXC	Alonzo, et al. v. Reimagine Network	11/6/24	0.4	Alvin Lindsay	Review notes and e-mails and forward mediator's e-mail commemorating all parties' agreement to the mediator's proposal. Correspond with SZ regarding same and reporting to ED.
30-2023-01351853-CU-OE-CXC	Alonzo, et al. v. Reimagine Network	11/15/24	0.4	Alvin Lindsay	Review correspondence from RS and SZ regarding status of settlement and MOU and drafting approval motion docs and timing. Review Joint Case Management Statement and correspondence regarding same and confer with RS regarding finalizing and SZ regarding filing.
30-2023-01351853-CU-OE-CXC	Alonzo, et al. v. Reimagine Network	11/15/24	1.1	Sasha Zambrano	Prepared Joint CMS, sent to RS for review - approved. Sent to OC for review - approved w corrections. Corrected & sent for filing w RL. Served to OC via email only.
30-2023-01351853-CU-OE-CXC	Alonzo, et al. v. Reimagine Network	11/15/24	0.8	Rose Sorial	preparation of joint case management statement; communication with OC; communications with SZ re filing
30-2023-01351853-CU-OE-CXC	Alonzo, et al. v. Reimagine Network	11/18/24	0.4	Alvin Lindsay	Review joint statement for CMC and correspondence regarding same and confer with RS on status of settlement agreement and approval motion docs.
30-2023-01351853-CU-OE-CXC	Alonzo, et al. v. Reimagine Network	11/19/24	0.7	Sasha Zambrano	Received Minute Order fwd by TF. Saved to file. Updated calendar, prepared ntc to OC. Sent for filing w RL. Served to OC via email only.
30-2023-01351853-CU-OE-CXC	Alonzo, et al. v. Reimagine Network	11/19/24	0.0	Janet Linares	Downloaded Joint CMC Statement (11.21.24) from rapid legal and uploaded to Neos and server. Emailed to AL, SZ & RS
30-2023-01351853-CU-OE-CXC	Alonzo, et al. v. Reimagine Network	11/19/24	0.4	Alvin Lindsay	Review Order from Court continuing conference and setting OSC for failure to file joint report and confer with RS regarding same and response to OSC and status of MOU and Settlement and approval motion docs.
30-2023-01351853-CU-OE-CXC	Alonzo, et al. v. Reimagine Network	11/20/24	0.0	Janet Linares	Downloaded Ntc of Cont CMC & OSC w Order (1.23.25) from rapid legal and uploaded to Neos and server. Emailed to AL, SZ & RS
30-2023-01351853-CU-OE-CXC	Alonzo, et al. v. Reimagine Network	12/13/24	1.4	Rose Sorial	drafting mou
30-2023-01351853-CU-OE-CXC	Alonzo, et al. v. Reimagine Network	12/16/24	0.4	Alvin Lindsay	Review correspondence regarding MOU and review MOU and correspondence to OC with same and addressing need to finalize and get signatures and confer with MR.
30-2023-01351853-CU-OE-CXC	Alonzo, et al. v. Reimagine Network	1/14/25	1.2	Rose Sorial	draft joint statement; communications with OC re finalizing joint statement; communications with SZ re calendar and filing
30-2023-01351853-CU-OE-CXC	Alonzo, et al. v. Reimagine Network	1/15/25	0.3	Sasha Zambrano	Convo w RS re OSC, checked ROA - OSC still on calendar. Sent ABL Decl prepared by RS to ABL for approval - pending.
30-2023-01351853-CU-OE-CXC	Alonzo, et al. v. Reimagine Network	1/15/25	0.9	Rose Sorial	communications with OC re filing joint status report; decl, revising report; communications with SZ re filing
30-2023-01351853-CU-OE-CXC	Alonzo, et al. v. Reimagine Network	1/16/25	0.7	Sasha Zambrano	Corrected Decl re OSC to RS name per her instructions. Finalized Joint CMS & sent for filing w RL. Sent to OC via email only.
30-2023-01351853-CU-OE-CXC	Alonzo, et al. v. Reimagine Network	1/21/25	0.5	Sasha Zambrano	Convo w RS re CMC/OSC scheduled for today. Advised RS that last week upon checking ROA - it was still on calendar; but she'd have to check ROA the day before to verify. RS informed she was on hold for appearance but seemed to have been continued/vacated. Checked ROA, CMC/OSC scheduled for today had been continued 2d ago and notice had been emailed to all atty of record (including RS); asked to check emails & fwd court notice.
30-2023-01351853-CU-OE-CXC	Alonzo, et al. v. Reimagine Network	1/23/25	0.4	Rose Sorial	attend court hearing, hearing continued
30-2023-01351853-CU-OE-CXC	Alonzo, et al. v. Reimagine Network	1/27/25	0.3	Sasha Zambrano	Saved Court Ntc of CMC Cont & Vacating OSC; updated calendar.

Case Number	Case Title	Entry Date	Billable Time	Attorney/Paralegal	Note
30-2023-01351853-CU-OE-CXC	Alonzo, et al. v. Reimagine Network	2/3/25	0.4	Alvin Lindsay	Review orders and correspondence regarding OSC re: failure to file joint statement and review statement and confer and correspond with RS regarding same and continued CMC date and discharge of OSC.
30-2023-01351853-CU-OE-CXC	Alonzo, et al. v. Reimagine Network	2/4/25	0.0	Janet Linares	Update Mediations/Settlement info
30-2023-01351853-CU-OE-CXC	Alonzo, et al. v. Reimagine Network	2/10/25	0.5	Alvin Lindsay	Review correspondence and case file docs and mediation notes and address status of MOU. Correspond with OC regarding same. Review MOU and draft revisions regarding separate agreements for individuals and fees and costs and other formatting items. Confer with RS regarding same.
30-2023-01351853-CU-OE-CXC	Alonzo, et al. v. Reimagine Network	2/11/25	0.4	Alvin Lindsay	Review MOU draft and OC comments and revisions and confer and correspond regarding additional revisions. Finalize for sending for signature and confer with RS and SZ and OC regarding same.
30-2023-01351853-CU-OE-CXC	Alonzo, et al. v. Reimagine Network	2/12/25	0.2	Sasha Zambrano	Sent MOU for clients' sig via Docusign. RS advised she has discussed it w both clients previously.
30-2023-01351853-CU-OE-CXC	Alonzo, et al. v. Reimagine Network	2/18/25	0.3	Sasha Zambrano	Updated atty assignment. Clients have not signed MOU - informed ABL & RS on RC.
30-2023-01351853-CU-OE-CXC	Alonzo, et al. v. Reimagine Network	2/27/25	0.1	Brent Insua	Confirmed Case Assigned to Team EK.
30-2023-01351853-CU-OE-CXC	Alonzo, et al. v. Reimagine Network	3/4/25	0.2	Sasha Zambrano	Checked Docusign, neither client has signed MOU yet. Informed EG to have Antonia connect w both clients and clarify any questions and obtain signed MOU.
30-2023-01351853-CU-OE-CXC	Alonzo, et al. v. Reimagine Network	3/27/25	0.3	Antonia Bliznets	Reviewing file, returning client's call.
30-2023-01351853-CU-OE-CXC	Alonzo, et al. v. Reimagine Network	3/28/25	0.3	Antonia Bliznets	Reviewing MOU, internal conf
30-2023-01351853-CU-OE-CXC	Alonzo, et al. v. Reimagine Network	3/28/25	0.1	Janet Linares	Uploaded Decl of RS re OSC and Joint CMS to Neos and DropBox
30-2023-01351853-CU-OE-CXC	Alonzo, et al. v. Reimagine Network	3/28/25	0.3	Antonia Bliznets	Email to oc re: MOU (following up for signatures)
30-2023-01351853-CU-OE-CXC	Alonzo, et al. v. Reimagine Network	3/28/25	0.1	Antonia Bliznets	Reading email communication from OC, saving MOU to file, creating task to send to clients for signature
30-2023-01351853-CU-OE-CXC	Alonzo, et al. v. Reimagine Network	3/28/25	0.4	Alvin Lindsay	Review correspondence with OC and send to AB and confer regarding status of MOU and signatures and status of long form and approval motion docs and timing.
30-2023-01351853-CU-OE-CXC	Alonzo, et al. v. Reimagine Network	4/1/25	0.3	Antonia Bliznets	Call to the client re: Docusign and MOU
30-2023-01351853-CU-OE-CXC	Alonzo, et al. v. Reimagine Network	4/1/25	0.3	Antonia Bliznets	Calling client back (Bucaro)
30-2023-01351853-CU-OE-CXC	Alonzo, et al. v. Reimagine Network	4/4/25	0.1	Antonia Bliznets	Reading email from client, saving signed document to dropbox
30-2023-01351853-CU-OE-CXC	Alonzo, et al. v. Reimagine Network	4/4/25	0.1	Antonia Bliznets	Sending fully executed MOU to counsel
30-2023-01351853-CU-OE-CXC	Alonzo, et al. v. Reimagine Network	4/8/25	0.0	Antonia Bliznets	Email with client re: Worker's Comp Attorney contact info
30-2023-01351853-CU-OE-CXC	Alonzo, et al. v. Reimagine Network	4/8/25	0.0	Antonia Bliznets	Call to client's worker's comp attorney
30-2023-01351853-CU-OE-CXC	Alonzo, et al. v. Reimagine Network	4/8/25	0.3	Antonia Bliznets	Call with Worker's Comp Attorney for Amanda Bucaro re: Worker's Comp Settlement Agreement
30-2023-01351853-CU-OE-CXC	Alonzo, et al. v. Reimagine Network	4/8/25	0.4	Antonia Bliznets	Reviewing worker's compensation settlement agreement
30-2023-01351853-CU-OE-CXC	Alonzo, et al. v. Reimagine Network	4/10/25	2.5	Antonia Bliznets	Drafting long form PAGA Agreement
30-2023-01351853-CU-OE-CXC	Alonzo, et al. v. Reimagine Network	5/1/25	0.0	Antonia Bliznets	Performing comprehensive review of case status update to ensure the current matter posture is accurately reflected for internal tracking and case oversight.
30-2023-01351853-CU-OE-CXC	Alonzo, et al. v. Reimagine Network	5/19/25	0.2	Alvin Lindsay	Review settlement terms and workweek and pay period count and add to listing compiled to report settlements under \$20/ww or pay period and further confer regarding status of approval.
30-2023-01351853-CU-OE-CXC	Alonzo, et al. v. Reimagine Network	6/20/25	3.9	Antonia Bliznets	Drafting individual agreements
30-2023-01351853-CU-OE-CXC	Alonzo, et al. v. Reimagine Network	6/22/25	0.3	Enoch Kim	Review MOU and settlement agreement.
30-2023-01351853-CU-OE-CXC	Alonzo, et al. v. Reimagine Network	6/23/25	0.4	Alvin Lindsay	Review correspondence regarding joint case management statement and review draft and confer with Settlement team and AB regarding same and status and timing of settlement and approval motion docs.
30-2023-01351853-CU-OE-CXC	Alonzo, et al. v. Reimagine Network	6/23/25	0.1	Antonia Bliznets	Sending joint report to OC

Case Number	Case Title	Entry Date	Billable Time	Attorney/Paralegal	Note
30-2023-01351853-CU-OE-CXC	Alonzo, et al. v. Reimagine Network	6/23/25	0.3	Antonia Bliznets	Call with client regarding case update.
30-2023-01351853-CU-OE-CXC	Alonzo, et al. v. Reimagine Network	6/23/25	0.2	Enoch Kim	Confer with AB re joint report and settlement agreement.
30-2023-01351853-CU-OE-CXC	Alonzo, et al. v. Reimagine Network	6/23/25	0.3	Antonia Bliznets	Reviewing J. tentatives re: issues in settlements/motions for approval and internal conf w/ EK re: the same
30-2023-01351853-CU-OE-CXC	Alonzo, et al. v. Reimagine Network	6/24/25	0.8	Antonia Bliznets	Writing up tentative settlement and approval motion preferences of J. Hoffer based on recent rulings to better plan for our upcoming motion and revisions to the agreement
30-2023-01351853-CU-OE-CXC	Alonzo, et al. v. Reimagine Network	6/24/25	1.0	Antonia Bliznets	Making redlines to the long-form agreement and cross-checking against tentative notes.
30-2023-01351853-CU-OE-CXC	Alonzo, et al. v. Reimagine Network	6/24/25	0.3	Antonia Bliznets	Soliciting bids from Admins
30-2023-01351853-CU-OE-CXC	Alonzo, et al. v. Reimagine Network	6/24/25	0.9	Antonia Bliznets	Drafting PAGA Notice
30-2023-01351853-CU-OE-CXC	Alonzo, et al. v. Reimagine Network	6/24/25	0.2	Enoch Kim	Confer with AB re settlement agreement revisions.
30-2023-01351853-CU-OE-CXC	Alonzo, et al. v. Reimagine Network	6/24/25	0.5	Antonia Bliznets	Continue editing settlement agreement and PAGA Notice to add procedure for challenging pay periods and internal conf w EK re: the same
30-2023-01351853-CU-OE-CXC	Alonzo, et al. v. Reimagine Network	6/27/25	1.2	Enoch Kim	Review and revise PAGA settlement agreement.
30-2023-01351853-CU-OE-CXC	Alonzo, et al. v. Reimagine Network	6/29/25	0.9	Enoch Kim	Review and revise settlement agreement.
30-2023-01351853-CU-OE-CXC	Alonzo, et al. v. Reimagine Network	7/8/25	2.8	Enoch Kim	Review and revise PAGA and individual settlement agreements.
30-2023-01351853-CU-OE-CXC	Alonzo, et al. v. Reimagine Network	7/9/25	0.5	Antonia Bliznets	Reviewing agreements revised by EK, saving clean copies, and sending to OC.
30-2023-01351853-CU-OE-CXC	Alonzo, et al. v. Reimagine Network	8/12/25	0.4	Alvin Lindsay	Review correspondence with OC regarding status of review of both class/paga and individual settlement agreements and reasons for delay and timing required. Confer with settlement team regarding same and timing of approval motion and hearing.
30-2023-01351853-CU-OE-CXC	Alonzo, et al. v. Reimagine Network	8/19/25	0.0	Antonia Bliznets	Performing comprehensive review of case status update to ensure the current matter posture is accurately reflected for internal tracking and case oversight.
30-2023-01351853-CU-OE-CXC	Alonzo, et al. v. Reimagine Network	9/2/25	0.4	Alvin Lindsay	Review correspondence with OC from settlement team regarding reasons for delay in sending redlines and comments to long form settlement agreement draft.
30-2023-01351853-CU-OE-CXC	Alonzo, et al. v. Reimagine Network	9/15/25	1.0	Antonia Bliznets	Reviewing Defense Counsel's edits to agreement
30-2023-01351853-CU-OE-CXC	Alonzo, et al. v. Reimagine Network	9/15/25	0.5	Antonia Bliznets	Editing PAGA Notice.
30-2023-01351853-CU-OE-CXC	Alonzo, et al. v. Reimagine Network	9/15/25	0.4	Alvin Lindsay	Review correspondence from settlement team regarding defendant's review of PAGA settlement and Notice and regarding finalizing and further revisions and addressing revisions to Notice required and challenging pay period provision of notice.
30-2023-01351853-CU-OE-CXC	Alonzo, et al. v. Reimagine Network	9/16/25	0.2	Antonia Bliznets	Drafting joint cms
30-2023-01351853-CU-OE-CXC	Alonzo, et al. v. Reimagine Network	9/16/25	0.4	Alvin Lindsay	Review joint case management statement draft and request to continue and confer with settlement team regarding same and status of settlement agreements and approval motion docs.
30-2023-01351853-CU-OE-CXC	Alonzo, et al. v. Reimagine Network	9/23/25	0.4	Alvin Lindsay	Review correspondence and joint Case Management Statement and confer with settlement team and SZ regarding same and calendaring and approval dates.
30-2023-01351853-CU-OE-CXC	Alonzo, et al. v. Reimagine Network	10/3/25	0.4	Alvin Lindsay	Review correspondence from Court and Order continuing case management conference. Confer with SZ regarding same and calendaring and download and send.
30-2023-01351853-CU-OE-CXC	Alonzo, et al. v. Reimagine Network	10/6/25	0.4	Alvin Lindsay	Review settlement agreement and PAGA Notice and confer with settlement team and OC on status and review agreement and notice.
30-2023-01351853-CU-OE-CXC	Alonzo, et al. v. Reimagine Network	10/7/25	0.7	Antonia Bliznets	Reviewing OC's additional edits to the LFSA and emailing OC back.
30-2023-01351853-CU-OE-CXC	Alonzo, et al. v. Reimagine Network	10/7/25	0.4	Alvin Lindsay	Review correspondence with OC regarding class notice and settlement and revisions and confer and correspond with settlement team regarding same.
30-2023-01351853-CU-OE-CXC	Alonzo, et al. v. Reimagine Network	10/28/25	0.0	Antonia Bliznets	Performing comprehensive review of case status update to ensure the current matter posture is accurately reflected for internal tracking and case oversight.
30-2023-01351853-CU-OE-CXC	Alonzo, et al. v. Reimagine Network	11/13/25	0.2	Akiko Iwata	drafted ntc of diassociation, change of address, and unavailability
30-2023-01351853-CU-OE-CXC	Alonzo, et al. v. Reimagine Network	11/13/25	0.4	Alvin Lindsay	Review correspondence with OC and settlement team regarding individual settlement agreements and status.

Case Number	Case Title	Entry Date	Billable Time	Attorney/Paralegal	Note
30-2023-01351853-CU-OE-CXC	Alonzo, et al. v. Reimagine Network	11/20/25	0.1	Antonia Bliznets	Performing comprehensive review of case status update to ensure the current matter posture is accurately reflected for internal tracking and case oversight.
30-2023-01351853-CU-OE-CXC	Alonzo, et al. v. Reimagine Network	11/20/25	0.4	Alvin Lindsay	Review correspondence between settlement team and OC regarding MOU and status of signature and individual settlement agreements.
30-2023-01351853-CU-OE-CXC	Alonzo, et al. v. Reimagine Network	11/24/25	1.0	Antonia Bliznets	Reviewing Defense Counsel's edits to draft agreement
30-2023-01351853-CU-OE-CXC	Alonzo, et al. v. Reimagine Network	11/25/25	0.3	Antonia Bliznets	Reading and responding to email from OC
30-2023-01351853-CU-OE-CXC	Alonzo, et al. v. Reimagine Network	11/25/25	0.2	Antonia Bliznets	Internal conf re: sending settlement
30-2023-01351853-CU-OE-CXC	Alonzo, et al. v. Reimagine Network	11/25/25	0.6	Antonia Bliznets	Call with client Bucaro re: agreement.
30-2023-01351853-CU-OE-CXC	Alonzo, et al. v. Reimagine Network	11/25/25	0.4	Alvin Lindsay	Review correspondence from OC regarding individual settlement agreements and confer with settlement team regarding same and revisions and finalizing for signatures.
30-2023-01351853-CU-OE-CXC	Alonzo, et al. v. Reimagine Network	12/3/25	0.1	Antonia Bliznets	Text to client C. Alonzo re: availability to review settlement agreement.
30-2023-01351853-CU-OE-CXC	Alonzo, et al. v. Reimagine Network	12/3/25	0.5	Antonia Bliznets	Begin drafting approval motion
30-2023-01351853-CU-OE-CXC	Alonzo, et al. v. Reimagine Network	12/4/25	0.1	Antonia Bliznets	Text communications with client re: tax forms.
30-2023-01351853-CU-OE-CXC	Alonzo, et al. v. Reimagine Network	12/5/25	0.4	Alvin Lindsay	Review individual settlement agreement and PAGA Settlement Agreement and correspondence regarding plaintiff's signatures and status of Defendant's.
30-2023-01351853-CU-OE-CXC	Alonzo, et al. v. Reimagine Network	12/5/25	0.3	Antonia Bliznets	Email to opposing counsel re signatures
30-2023-01351853-CU-OE-CXC	Alonzo, et al. v. Reimagine Network	12/10/25	0.8	Alvin Lindsay	Review Settlement Agreements and correspondence from OC regarding same and confer with settlement team regarding same and next steps.
30-2023-01351853-CU-OE-CXC	Alonzo, et al. v. Reimagine Network	12/12/25	0.1	Antonia Bliznets	Reviewing draft approval motion
30-2023-01351853-CU-OE-CXC	Alonzo, et al. v. Reimagine Network	12/9/25	2.5	Antonia Bliznets	Drafting approval motion documents and internal conf with JL re: the same
30-2023-01351853-CU-OE-CXC	Alonzo, et al. v. Reimagine Network	12/12/25	2.0	Antonia Bliznets	Continue drafting approval motion documents
30-2023-01351853-CU-OE-CXC	Alonzo, et al. v. Reimagine Network	12/17/25	2.1	Antonia Bliznets	Counsel declaration ISO PAGA Approval
30-2023-01351853-CU-OE-CXC	Alonzo, et al. v. Reimagine Network	12/17/25	0.5	Antonia Bliznets	Drafting dismissal of class claims and individual non-PAGA claims
30-2023-01351853-CU-OE-CXC	Alonzo, et al. v. Reimagine Network	12/17/25	0.5	Antonia Bliznets	Finish drafting proposed order, and memorandum
30-2023-01351853-CU-OE-CXC	Alonzo, et al. v. Reimagine Network	12/19/25	0.1	Antonia Bliznets	Emails regarding data transfer
30-2023-01351853-CU-OE-CXC	Alonzo, et al. v. Reimagine Network	12/18/25	0.1	Enoch Kim	Review and revise approval motion; confer with AB re same.
30-2023-01351853-CU-OE-CXC	Alonzo, et al. v. Reimagine Network	1/5/26	0.1	Alvin Lindsay	Review correspondence between OC and settlement team regarding settlement agreements and fully executed versions. Address status of approval motion docs and hearing.
30-2023-01351853-CU-OE-CXC	Alonzo, et al. v. Reimagine Network	12/4/25	2.0	Jose Lopez	Draft PAGA approval motion
30-2023-01351853-CU-OE-CXC	Alonzo, et al. v. Reimagine Network	12/9/25	5.0	Jose Lopez	Draft PAGA approval motion - pull cost and calculate for NSF and PAGA 75/25 split
30-2023-01351853-CU-OE-CXC	Alonzo, et al. v. Reimagine Network	12/10/25	5.2	Jose Lopez	Draft PAGA approval motion - submit to AB for attorney review
30-2023-01351853-CU-OE-CXC	Alonzo, et al. v. Reimagine Network	1/9/26	3.0	Antonia Bliznets	Performing comprehensive review of case status update to ensure the current matter posture is accurately reflected for internal tracking and case oversight
30-2023-01351853-CU-OE-CXC	Alonzo, et al. v. Reimagine Network	1/5/26	0.1	Antonia Bliznets	Email to OC re: admin's email and class data
30-2023-01351853-CU-OE-CXC	Alonzo, et al. v. Reimagine Network	1/14/26	0.3	Antonia Bliznets	Call to admin re: escalator
30-2023-01351853-CU-OE-CXC	Alonzo, et al. v. Reimagine Network	1/9/26	0.1	Jose Lopez	Performing comprehensive review of case status update to ensure the current matter posture is accurately reflected for internal tracking and case oversight

Case Number	Case Title	Entry Date	Billable Time	Attorney/Paralegal	Note
30-2023-01351853-CU-OE-CXC	Alonzo, et al. v. Reimagine Network	1/13/26	1.3	Jose Lopez	Review email re case development and next steps
30-2023-01351853-CU-OE-CXC	Alonzo, et al. v. Reimagine Network	1/23/26	0.3	Alvin Lindsay	Review correspondence between administrator and defendant regarding class data and reasons for delay and following up on timing. Confer regarding approval motion timing and funding and disbursement.
30-2023-01351853-CU-OE-CXC	Alonzo, et al. v. Reimagine Network	2/2/26	0.0	Alvin Lindsay	Review correspondence from Administrator to OC regarding settlement terms and timing of aggrieved employee data and confer with OC regarding same and other compliance correspondence with settlement team.
30-2023-01351853-CU-OE-CXC	Alonzo, et al. v. Reimagine Network	2/9/26	0.1	Antonia Bliznets	Reading email from administrator and sending follow up email to opposing counsel re: status of data transfer.
30-2023-01351853-CU-OE-CXC	Alonzo, et al. v. Reimagine Network	2/9/26	1.4	Alvin Lindsay	Review correspondence from Administrator and OC regarding administration receipt of PAGA data and status and timing of disbursement and funding and confer regarding whether escalator clause triggered.
30-2023-01351853-CU-OE-CXC	Alonzo, et al. v. Reimagine Network	2/11/26	0.5	Alvin Lindsay	Review motion for PAGA approval and proposed order and correspondence from Settlement Team regarding same and addressing securing hearing date and timing.
30-2023-01351853-CU-OE-CXC	Alonzo, et al. v. Reimagine Network	2/11/26	0.2	Enoch Kim	Review and revise approval motion documents.
30-2023-01351853-CU-OE-CXC	Alonzo, et al. v. Reimagine Network	2/12/26	0.8	Alvin Lindsay	Review correspondence from administrator regarding number of aggrieved employees and pay periods and addressing escalator clause kicking in and additional amount due and review declaration regarding same and settlement team response.
30-2023-01351853-CU-OE-CXC	Alonzo, et al. v. Reimagine Network	2/13/26	1.0	Enoch Kim	Review correspondence from defense counsel re class data and escalator clause; confer with AB re same.
30-2023-01351853-CU-OE-CXC	Alonzo, et al. v. Reimagine Network	2/11/26	0.3	Antonia Bliznets	Communication with client re: status update
30-2023-01351853-CU-OE-CXC	Alonzo, et al. v. Reimagine Network	2/11/26	0.1	Antonia Bliznets	Reviewing supervisor edits to approval motion and sending drafts to opposing counsel for review
30-2023-01351853-CU-OE-CXC	Alonzo, et al. v. Reimagine Network	2/20/26	0.1	Antonia Bliznets	Emailing client re: case update
30-2023-01351853-CU-OE-CXC	Alonzo, et al. v. Reimagine Network	2/20/26	0.2	Antonia Bliznets	Following up with OC re: motion review
30-2023-01351853-CU-OE-CXC	Alonzo, et al. v. Reimagine Network	2/23/26	1.5	Enoch Kim	Review and revise PAGA approval motion documents.

EXHIBIT 5

LAFFEY MATRIX

[History](#)
[Case Law](#)
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			Years Out of Law School *				
Year	Adjustmt Factor**	Paralegal/ Law Clerk	1-3	4-7	8-10	11-19	20 +
6/01/24- 5/31/25	1.080182	\$258	\$473	\$581	\$839	\$948	\$1141
6/01/23- 5/31/24	1.059295	\$239	\$437	\$538	\$777	\$878	\$1057
6/01/22- 5/31/23	1.085091	\$225	\$413	\$508	\$733	\$829	\$997
6/01/21- 5/31/22	1.006053	\$208	\$381	\$468	\$676	\$764	\$919
6/01/20- 5/31/21	1.015894	\$206	\$378	\$465	\$672	\$759	\$914
6/01/19- 5/31/20	1.0049	\$203	\$372	\$458	\$661	\$747	\$899
6/01/18- 5/31/19	1.0350	\$202	\$371	\$455	\$658	\$742	\$894
6/01/17- 5/31/18	1.0463	\$196	\$359	\$440	\$636	\$717	\$864
6/01/16- 5/31/17	1.0369	\$187	\$343	\$421	\$608	\$685	\$826
6/01/15- 5/31/16	1.0089	\$180	\$331	\$406	\$586	\$661	\$796
6/01/14- 5/31/15	1.0235	\$179	\$328	\$402	\$581	\$655	\$789
6/01/13- 5/31/14	1.0244	\$175	\$320	\$393	\$567	\$640	\$771
6/01/12- 5/31/13	1.0258	\$170	\$312	\$383	\$554	\$625	\$753
6/01/11- 5/31/12	1.0352	\$166	\$305	\$374	\$540	\$609	\$734
6/01/10- 5/31/11	1.0337	\$161	\$294	\$361	\$522	\$589	\$709
6/01/09- 5/31/10	1.0220	\$155	\$285	\$349	\$505	\$569	\$686
6/01/08- 5/31/09	1.0399	\$152	\$279	\$342	\$494	\$557	\$671
6/01/07-5/31/08	1.0516	\$146	\$268	\$329	\$475	\$536	\$645
6/01/06-5/31/07	1.0256	\$139	\$255	\$313	\$452	\$509	\$614
6/1/05-5/31/06	1.0427	\$136	\$249	\$305	\$441	\$497	\$598
6/1/04-5/31/05	1.0455	\$130	\$239	\$293	\$423	\$476	\$574
6/1/03-6/1/04	1.0507	\$124	\$228	\$280	\$405	\$456	\$549
6/1/02-5/31/03	1.0727	\$118	\$217	\$267	\$385	\$434	\$522
6/1/01-5/31/02	1.0407	\$110	\$203	\$249	\$359	\$404	\$487
6/1/00-5/31/01	1.0529	\$106	\$195	\$239	\$345	\$388	\$468
6/1/99-5/31/00	1.0491	\$101	\$185	\$227	\$328	\$369	\$444
6/1/98-5/31/99	1.0439	\$96	\$176	\$216	\$312	\$352	\$424
6/1/97-5/31/98	1.0419	\$92	\$169	\$207	\$299	\$337	\$406
6/1/96-5/31/97	1.0396	\$88	\$162	\$198	\$287	\$323	\$389

6/1/95-5/31/96	1.032	\$85	\$155	\$191	\$276	\$311	\$375
6/1/94-5/31/95	1.0237	\$82	\$151	\$185	\$267	\$301	\$363

The methodology of calculation and benchmarking for this Updated Laffey Matrix has been approved in a number of cases. See, e.g., *DL v. District of Columbia*, 267 F.Supp.3d 55, 69 (D.D.C. 2017)

* $\frac{1}{2}$ Years Out of Law School $\frac{1}{2}$ is calculated from June 1 of each year, when most law students graduate. $\frac{1}{2}$ 1-3" includes an attorney in his 1st, 2nd and 3rd years of practice, measured from date of graduation (June 1). $\frac{1}{2}$ 4-7" applies to attorneys in their 4th, 5th, 6th and 7th years of practice. An attorney who graduated in May 1996 would be in tier $\frac{1}{2}$ 1-3" from June 1, 1996 until May 31, 1999, would move into tier $\frac{1}{2}$ 4-7" on June 1, 1999, and tier $\frac{1}{2}$ 8-10" on June 1, 2003.

** The Adjustment Factor refers to the nation-wide Legal Services Component of the Consumer Price Index produced by the Bureau of Labor Statistics of the United States Department of Labor.

EXHIBIT 6

JUDICIARY SALARY PLAN
Los Angeles-Long Beach, CA - Table LA
36.47% Locality Payment Included
Effective January 13, 2025

Grade	1	2	3	4	5	6	7	8	9	10
1	\$30,515	\$31,538	\$32,552	\$33,563	\$34,576	\$35,168	\$36,173	\$37,184	\$37,225	\$38,171
2	\$34,311	\$35,127	\$36,264	\$37,225	\$37,643	\$38,749	\$39,856	\$40,963	\$42,070	\$43,176
3	\$37,439	\$38,687	\$39,934	\$41,181	\$42,429	\$43,676	\$44,923	\$46,171	\$47,418	\$48,665
4	\$42,026	\$43,427	\$44,829	\$46,231	\$47,632	\$49,034	\$50,435	\$51,837	\$53,238	\$54,640
5	\$47,019	\$48,586	\$50,153	\$51,719	\$53,286	\$54,853	\$56,419	\$57,986	\$59,553	\$61,119
6	\$52,414	\$54,161	\$55,908	\$57,654	\$59,401	\$61,148	\$62,895	\$64,642	\$66,389	\$68,135
7	\$58,244	\$60,186	\$62,128	\$64,070	\$66,012	\$67,954	\$69,896	\$71,838	\$73,780	\$75,722
8	\$64,503	\$66,653	\$68,804	\$70,955	\$73,106	\$75,256	\$77,407	\$79,558	\$81,709	\$83,859
9	\$71,244	\$73,619	\$75,993	\$78,368	\$80,742	\$83,117	\$85,492	\$87,866	\$90,241	\$92,615
10	\$78,455	\$81,070	\$83,685	\$86,300	\$88,914	\$91,529	\$94,144	\$96,759	\$99,373	\$101,988
11	\$86,199	\$89,071	\$91,944	\$94,817	\$97,689	\$100,562	\$103,435	\$106,307	\$109,180	\$112,053
12	\$103,316	\$106,760	\$110,205	\$113,649	\$117,094	\$120,538	\$123,983	\$127,427	\$130,872	\$134,317
13	\$122,857	\$126,953	\$131,048	\$135,144	\$139,239	\$143,334	\$147,430	\$151,525	\$155,621	\$159,716
14	\$145,180	\$150,019	\$154,858	\$159,697	\$164,536	\$169,376	\$174,215	\$179,054	\$183,893	\$188,733
15	\$170,769	\$176,461	\$182,153	\$187,845	\$193,538	\$195,200 **	\$195,200 **	\$195,200 **	\$195,200 **	\$195,200 **
16	\$200,281	\$206,957	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *
17	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *
18	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *

* Rate limited to the rate for Level III of the Executive Schedule.

** Rate limited to the rate for Level IV of the Executive Schedule.

EXHIBIT 7

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In this section

Salary Table 2025-LA (GW)

Wildland Firefighters under Pay Plan GW

Including Special Base Rates at Grades GS-1 through GS-15 and

Incorporating the 1.7% General Schedule Increase and a Locality Payment of 36.47%

For the Locality Pay Area of Los Angeles-Long Beach, CA

Total Increase: 2.17%

Effective March 23, 2025

Hourly Basic (B) Rates by Grade and Step

Hourly Title 5 Overtime (O) Rates for FLSA-Exempt Employees by Grade and Step

Grade	B/O	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step
1	B	20.76	21.46	22.15	22.84	23.53	23.93	24.61	25.30	25.33	25.97
	O	31.14	32.19	33.23	34.26	35.30	35.90	36.92	37.95	38.00	38.96
2	B	22.85	23.40	24.15	24.79	25.07	25.81	26.55	27.28	28.02	28.76
	O	34.28	35.10	36.23	37.19	37.61	38.72	39.83	40.92	42.03	43.14
3	B	24.40	25.21	26.02	26.84	27.65	28.46	29.27	30.09	30.90	31.71
	O	36.60	37.82	39.03	40.26	41.48	42.69	43.91	45.14	46.35	47.57
4	B	26.78	27.68	28.57	29.46	30.36	31.25	32.14	33.03	33.93	34.82

Grade	B/O	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step
5	O	40.17	41.52	42.86	44.19	45.54	46.88	48.21	49.55	50.90	52.23
	B	29.29	30.26	31.24	32.22	33.19	34.17	35.14	36.12	37.10	38.07
	O	43.94	45.39	46.86	48.33	49.79	51.26	52.71	54.18	55.65	57.11
6	B	31.90	32.96	34.02	35.08	36.15	37.21	38.27	39.34	40.40	41.46
	O	47.85	49.44	51.03	52.62	54.23	55.82	57.41	59.01	60.60	62.19
7	B	34.61	35.76	36.91	38.07	39.22	40.38	41.53	42.68	43.84	44.99
	O	51.92	53.64	55.37	57.11	58.83	60.57	62.30	64.02	64.85	64.85
8	B	37.40	38.64	39.89	41.14	42.38	43.63	44.88	46.13	47.37	48.62
	O	56.10	57.96	59.84	61.71	63.57	64.85	64.85	64.85	64.85	64.85
9	B	40.28	41.62	42.97	44.31	45.65	46.99	48.34	49.68	51.02	52.37
	O	60.42	62.43	64.46	64.85	64.85	64.85	64.85	64.85	64.85	64.85
10	B	43.23	44.67	46.11	47.55	48.99	50.44	51.88	53.32	54.76	56.20
	O	64.85	64.85	64.85	64.85	64.85	64.85	64.85	64.85	64.85	64.85
11	B	46.26	47.80	49.34	50.88	52.43	53.97	55.51	57.05	58.59	60.13
	O	64.85	64.85	64.85	64.85	64.85	64.85	64.85	64.85	64.85	64.85
12	B	53.96	55.76	57.56	59.36	61.16	62.95	64.75	66.55	68.35	70.15
	O	64.85	64.85	64.85	64.85	64.85	64.85	64.85	66.55	68.35	70.15
13	B	62.40	64.48	66.56	68.64	70.72	72.80	74.88	76.96	79.04	81.12
	O	64.85	64.85	66.56	68.64	70.72	72.80	74.88	76.96	79.04	81.12
14	B	71.65	74.04	76.43	78.82	81.20	83.59	85.98	88.37	90.76	93.15
	O	71.65	74.04	76.43	78.82	81.20	83.59	85.98	88.37	90.76	93.15
15	B	83.05	85.82	88.59	91.36	93.53	93.53	93.53	93.53	93.53	93.53
	O	83.05	85.82	88.59	91.36	93.53	93.53	93.53	93.53	93.53	93.53

* Rate limited to the rate for level IV of the Executive Schedule (5 U.S.C. 5304 (g)(1)).

Note: These hourly locality rates apply to employees who meet the definition of "wildland firefighter" in 5 U.S.C. 5332a and receive special base rates under that section for service on or after March 23, 2025. Also, the wildland firefighter special base rate for GS-10, step 1, is used in computing the applicable title 5 overtime hourly rate cap under 5 U.S.C. 5542 and 5 CFR 550.113 for all FLSA-exempt wildland firefighters.

Related Information

- [Locality Pay Area Definitions](#)
- [Computation of Hourly Rates](#)
- [About OPM](#)
- [FOIA](#)
- [No FEAR Act](#)
- [Inspector General](#)
- [Privacy policy](#)
- [USA.gov](#)
- [Accessibility](#)
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EXHIBIT 8

JUDICIARY SALARY PLAN
Washington-Baltimore-Arlington, DC-MD-VA-WV-PA - Table DCB
33.94% Locality Payment Included
Effective January 13, 2025

Grade	1	2	3	4	5	6	7	8	9	10
1	\$29,949	\$30,954	\$31,949	\$32,941	\$33,935	\$34,516	\$35,502	\$36,495	\$36,535	\$37,463
2	\$33,675	\$34,476	\$35,592	\$36,535	\$36,945	\$38,031	\$39,117	\$40,203	\$41,290	\$42,376
3	\$36,745	\$37,969	\$39,194	\$40,418	\$41,642	\$42,866	\$44,090	\$45,315	\$46,539	\$47,763
4	\$41,247	\$42,622	\$43,998	\$45,374	\$46,749	\$48,125	\$49,500	\$50,876	\$52,251	\$53,627
5	\$46,148	\$47,685	\$49,223	\$50,761	\$52,298	\$53,836	\$55,373	\$56,911	\$58,449	\$59,986
6	\$51,442	\$53,157	\$54,871	\$56,586	\$58,300	\$60,014	\$61,729	\$63,443	\$65,158	\$66,872
7	\$57,164	\$59,070	\$60,976	\$62,882	\$64,788	\$66,694	\$68,600	\$70,506	\$72,412	\$74,318
8	\$63,307	\$65,418	\$67,529	\$69,639	\$71,750	\$73,861	\$75,972	\$78,083	\$80,194	\$82,305
9	\$69,923	\$72,254	\$74,584	\$76,915	\$79,246	\$81,576	\$83,907	\$86,237	\$88,568	\$90,898
10	\$77,001	\$79,567	\$82,133	\$84,700	\$87,266	\$89,832	\$92,399	\$94,965	\$97,531	\$100,097
11	\$84,601	\$87,420	\$90,239	\$93,059	\$95,878	\$98,698	\$101,517	\$104,337	\$107,156	\$109,975
12	\$101,401	\$104,781	\$108,162	\$111,543	\$114,923	\$118,304	\$121,684	\$125,065	\$128,446	\$131,826
13	\$120,579	\$124,599	\$128,619	\$132,638	\$136,658	\$140,677	\$144,697	\$148,716	\$152,736	\$156,755
14	\$142,488	\$147,238	\$151,987	\$156,737	\$161,486	\$166,236	\$170,985	\$175,735	\$180,484	\$185,234
15	\$167,603	\$173,190	\$178,776	\$184,363	\$189,950	\$195,200 **	\$195,200 **	\$195,200 **	\$195,200 **	\$195,200 **
16	\$196,568	\$203,120	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *
17	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *
18	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *	\$207,500 *

* Rate limited to the rate for Level III of the Executive Schedule.

** Rate limited to the rate for Level IV of the Executive Schedule.

EXHIBIT 9

Salary Table 2025-DCB
Incorporating the 1.7% General Schedule Increase and a Locality Payment of 33.94%
For the Locality Pay Area of Washington-Baltimore-Arlington, DC-MD-VA-WV-PA
Total Increase: 2.22%
Effective January 2025

Hourly Basic (B) Rates by Grade and Step
Hourly Title 5 Overtime (O) Rates for FLSA-Exempt Employees by Grade and Step

Grade	B/O	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
1	B	\$ 14.35	\$ 14.83	\$ 15.31	\$ 15.78	\$ 16.26	\$ 16.54	\$ 17.01	\$ 17.49	\$ 17.51	\$ 17.95
	O	21.53	22.25	22.97	23.67	24.39	24.81	25.52	26.24	26.27	26.93
2	B	16.14	16.52	17.05	17.51	17.70	18.22	18.74	19.26	19.78	20.30
	O	24.21	24.78	25.58	26.27	26.55	27.33	28.11	28.89	29.67	30.45
3	B	17.61	18.19	18.78	19.37	19.95	20.54	21.13	21.71	22.30	22.89
	O	26.42	27.29	28.17	29.06	29.93	30.81	31.70	32.57	33.45	34.34
4	B	19.76	20.42	21.08	21.74	22.40	23.06	23.72	24.38	25.04	25.70
	O	29.64	30.63	31.62	32.61	33.60	34.59	35.58	36.57	37.56	38.55
5	B	22.11	22.85	23.59	24.32	25.06	25.80	26.53	27.27	28.01	28.74
	O	33.17	34.28	35.39	36.48	37.59	38.70	39.80	40.91	42.02	43.11
6	B	24.65	25.47	26.29	27.11	27.93	28.76	29.58	30.40	31.22	32.04
	O	36.98	38.21	39.44	40.67	41.90	43.14	44.37	45.60	46.83	48.06
7	B	27.39	28.30	29.22	30.13	31.04	31.96	32.87	33.78	34.70	35.61
	O	41.09	42.45	43.83	45.20	46.56	47.94	49.31	50.67	52.05	53.42
8	B	30.33	31.35	32.36	33.37	34.38	35.39	36.40	37.41	38.43	39.44
	O	45.50	47.03	48.54	50.06	51.57	53.09	54.60	55.35	55.35	55.35
9	B	33.50	34.62	35.74	36.85	37.97	39.09	40.20	41.32	42.44	43.55
	O	50.25	51.93	53.61	55.28	55.35	55.35	55.35	55.35	55.35	55.35
10	B	36.90	38.13	39.35	40.58	41.81	43.04	44.27	45.50	46.73	47.96
	O	55.35	55.35	55.35	55.35	55.35	55.35	55.35	55.35	55.35	55.35
11	B	40.54	41.89	43.24	44.59	45.94	47.29	48.64	49.99	51.34	52.70
	O	55.35	55.35	55.35	55.35	55.35	55.35	55.35	55.35	55.35	55.35
12	B	48.59	50.21	51.83	53.45	55.07	56.69	58.31	59.93	61.55	63.17
	O	55.35	55.35	55.35	55.35	55.35	56.69	58.31	59.93	61.55	63.17
13	B	57.78	59.70	61.63	63.55	65.48	67.41	69.33	71.26	73.18	75.11
	O	57.78	59.70	61.63	63.55	65.48	67.41	69.33	71.26	73.18	75.11
14	B	68.27	70.55	72.83	75.10	77.38	79.65	81.93	84.20	86.48	88.76
	O	68.27	70.55	72.83	75.10	77.38	79.65	81.93	84.20	86.48	88.76
15	B	80.31	82.99	85.66	88.34	91.02	93.53	93.53	93.53	93.53	93.53
	O	80.31	82.99	85.66	88.34	91.02	93.53	93.53	93.53	93.53	93.53

* Rate limited to the rate for level IV of the Executive Schedule (5 U.S.C. 5304 (g)(1)).

Applicable locations are shown on the 2025 Locality Pay Area Definitions page:

<https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/2025/locality-pay-area-definitions/>

EXHIBIT 10



[OPM.gov](https://www.opm.gov) / [Policy](#) / [Pay & Leave](#) / Salaries & Wages

LOCALITY PAY AREA DEFINITIONS

The locality pay area definitions on this page are consistent with the locality pay area definitions in 5 CFR 531.603 and are the authoritative and up-to-date geographic area definitions for use in the locality pay program for this year. Conflicting information from other sources should not be relied upon if it differs from the content presented on this page or in the official regulatory definitions.

2025 Locality Pay Area Definitions

The [President's Pay Agent](#) geographically defines locality pay areas after considering recommendations from the [Federal Salary Council](#). The geographic definitions of locality pay areas for calendar year 2025 are listed below and will be the same as in calendar year 2024. These locality pay areas were geographically defined using [criteria](#) consistently applied for all locations throughout the country.

Most of the locations listed below are counties. The Federal Information Processing Standards (FIPS) geographic codes consist of a two-digit State and three-digit county identifier. These geographic codes are derived from the [Worldwide Geographic Location Codes](#), 1993. The only exceptions to the use of State/county codes in the locations listed below are –

- State codes are used for the Alaska and Hawaii locality pay areas, and
- State, city, and county codes are listed for three duty stations representing Joint Base McGuire-Dix-Lakehurst in the New York-Newark, NY-NJ-CT-PA, locality pay area.

Note: Section 1911 of P.L. 111-84, the Non-Foreign Area Retirement Equity Assurance Act of 2009, phased in locality pay for employees in the non-foreign areas as identified in 5 C.F.R. 591.205. Alaska and Hawaii are separate locality pay areas with separate pay tables. Other non-foreign areas are included as part of the Rest of U.S. locality pay area.

- [Alaska](#)
- [Albany-Schenectady, NY-MA](#)
- [Albuquerque-Santa Fe-Las Vegas, NM](#)
- [Atlanta--Athens-Clarke County--Sandy Springs, GA-AL](#)
- [Austin-Round Rock-Georgetown, TX](#)
- [Birmingham-Hoover-Talladega, AL](#)
- [Boston-Worcester-Providence, MA-RI-NH-CT-ME-VT](#)
- [Buffalo-Cheektowaga-Olean, NY](#)
- [Burlington-South Burlington-Barre, VT](#)
- [Charlotte-Concord, NC-SC](#)
- [Chicago-Naperville, IL-IN-WI](#)

- [Cincinnati-Wilmington-Maysville, OH-KY-IN](#)
- [Cleveland-Akron-Canton, OH-PA](#)
- [Colorado Springs, CO](#)
- [Columbus-Marion-Zanesville, OH](#)
- [Corpus Christi-Kingsville-Alice, TX](#)
- [Dallas-Fort Worth, TX-OK](#)
- [Davenport-Moline, IA-IL](#)
- [Dayton-Springfield-Kettering, OH](#)
- [Denver-Aurora, CO](#)
- [Des Moines-Ames-West Des Moines, IA](#)
- [Detroit-Warren-Ann Arbor, MI](#)
- [Fresno-Madera-Hanford, CA](#)
- [Harrisburg-Lebanon, PA](#)
- [Hartford-East Hartford, CT-MA](#)
- [Hawaii](#)
- [Houston-The Woodlands, TX](#)
- [Huntsville-Decatur, AL-TN](#)
- [Indianapolis-Carmel-Muncie, IN](#)
- [Kansas City-Overland Park-Kansas City, MO-KS](#)
- [Laredo, TX](#)
- [Las Vegas-Henderson, NV-AZ](#)
- [Los Angeles-Long Beach, CA](#)
- [Miami-Port St. Lucie-Fort Lauderdale, FL](#)
- [Milwaukee-Racine-Waukesha, WI](#)
- [Minneapolis-St. Paul, MN-WI](#)
- [New York-Newark, NY-NJ-CT-PA](#)
- [Omaha-Council Bluffs-Fremont, NE-IA](#)
- [Palm Bay-Melbourne-Titusville, FL](#)
- [Philadelphia-Reading-Camden, PA-NJ-DE-MD](#)
- [Phoenix-Mesa, AZ](#)
- [Pittsburgh-New Castle-Weirton, PA-OH-WV](#)
- [Portland-Vancouver-Salem, OR-WA](#)
- [Raleigh-Durham-Cary, NC](#)
- [Reno-Fernley, NV](#)
- [Richmond, VA](#)
- [Rochester-Batavia-Seneca Falls, NY](#)
- [Sacramento-Roseville, CA-NV](#)
- [San Antonio-New Braunfels-Pearsall, TX](#)
- [San Diego-Chula Vista-Carlsbad, CA](#)
- [San Jose-San Francisco-Oakland, CA](#)
- [Seattle-Tacoma, WA](#)
- [Spokane-Spokane Valley-Coeur d'Alene, WA-ID](#)
- [St. Louis-St. Charles-Farmington, MO-IL](#)
- [Tucson-Nogales, AZ](#)
- [Virginia Beach-Norfolk, VA-NC](#)
- [Washington-Baltimore-Arlington, DC-MD-VA-WV-PA](#)
- [Rest of U.S.](#)

Alaska

Place Name	FIPS
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State of Alaska	02
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Albany-Schenectady, NY-MA

New York

Place Name	FIPS
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Albany County, NY	36001
Columbia County, NY	36021
Fulton County, NY	36035
Greene County, NY	36039
Hamilton County, NY	36041
Montgomery County, NY	36057
Rensselaer County, NY	36083
Saratoga County, NY	36091
Schenectady County, NY	36093
Schoharie County, NY	36095
Warren County, NY	36113
Washington County, NY	36115

Massachusetts

Place Name	FIPS
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Berkshire County, MA	25003
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Albuquerque-Santa Fe-Las Vegas, NM

New Mexico

Place Name	FIPS
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Bernalillo County, NM	35001
Cibola County, NM	35006
Los Alamos County, NM	35028
McKinley County, NM	35031

Place Name	FIPS
Mora County, NM	35033
Rio Arriba County, NM	35039
Sandoval County, NM	35043
San Miguel County, NM	35047
Santa Fe County, NM	35049
Torrance County, NM	35057
Valencia County, NM	35061

Atlanta--Athens-Clarke County--Sandy Springs, GA-AL

Georgia

Place Name	FIPS
Banks County, GA	13011
Barrow County, GA	13013
Bartow County, GA	13015
Butts County, GA	13035
Carroll County, GA	13045
Chattahoochee County, GA	13053
Cherokee County, GA	13057
Clarke County, GA	13059
Clayton County, GA	13063
Cobb County, GA	13067
Coweta County, GA	13077
Dawson County, GA	13085
DeKalb County, GA	13089
Douglas County, GA	13097
Elbert County, GA	13105
Fayette County, GA	13113
Floyd County, GA	13115
Forsyth County, GA	13117
Franklin County, GA	13119
Fulton County, GA	13121
Gilmer County, GA	13123
Gordon County, GA	13129
Greene County, GA	13133
Gwinnett County, GA	13135

Place Name	FIPS
Habersham County, GA	13137
Hall County, GA	13139
Haralson County, GA	13143
Harris County, GA	13145
Heard County, GA	13149
Henry County, GA	13151
Jackson County, GA	13157
Jasper County, GA	13159
Lamar County, GA	13171
Lumpkin County, GA	13187
Madison County, GA	13195
Marion County, GA	13197
Meriwether County, GA	13199
Morgan County, GA	13211
Muscogee County, GA	13215
Newton County, GA	13217
Oconee County, GA	13219
Oglethorpe County, GA	13221
Paulding County, GA	13223
Pickens County, GA	13227
Pike County, GA	13231
Polk County, GA	13233
Putnam County, GA	13237
Rabun County, GA	13241
Rockdale County, GA	13247
Spalding County, GA	13255
Stephens County, GA	13257
Stewart County, GA	13259
Talbot County, GA	13263
Taliaferro County, GA	13265
Troup County, GA	13285
Upson County, GA	13293
Walton County, GA	13297
White County, GA	13311

Alabama

Place Name	FIPS
Chambers County, AL	01017
Cherokee County, AL	01019
Cleburne County, AL	01029
Lee County, AL	01081
Randolph County, AL	01111
Russell County, AL	01113

Austin-Round Rock-Georgetown, TX

Texas

Place Name	FIPS
Bastrop County, TX	48021
Blanco County, TX	48031
Burnet County, TX	48053
Caldwell County, TX	48055
Hays County, TX	48209
Lee County, TX	48287
Milam County, TX	48331
Travis County, TX	48453
Williamson County, TX	48491

Birmingham-Hoover-Talladega, AL

Alabama

Place Name	FIPS
Bibb County, AL	01007
Blount County, AL	01009
Calhoun County, AL	01015
Chilton County, AL	01021
Clay County, AL	01027
Coosa County, AL	01037
Cullman County, AL	01043
Etowah County, AL	01055
Greene County, AL	01063

Place Name	FIPS
Hale County, AL	01065
Jefferson County, AL	01073
Pickens County, AL	01107
St. Clair County, AL	01115
Shelby County, AL	01117
Talladega County, AL	01121
Tallapoosa County, AL	01123
Tuscaloosa County, AL	01125
Walker County, AL	01127
Winston County, AL	01133

Boston-Worcester-Providence, MA-RI-NH-CT-ME-VT

Massachusetts

Place Name	FIPS
Barnstable County, MA	25001
Bristol County, MA	25005
Dukes County, MA	25007
Essex County, MA	25009
Middlesex County, MA	25017
Nantucket County, MA	25019
Norfolk County, MA	25021
Plymouth County, MA	25023
Suffolk County, MA	25025
Worcester County, MA	25027

Rhode Island

Place Name	FIPS
Bristol County, RI	44001
Kent County, RI	44003
Newport County, RI	44005
Providence County, RI	44007
Washington County, RI	44009

New Hampshire

Place Name**FIPS**

Belknap County, NH	33001
Carroll County, NH	33003
Cheshire County, NH	33005
Grafton County, NH	33009
Hillsborough County, NH	33011
Merrimack County, NH	33013
Rockingham County, NH	33015
Strafford County, NH	33017
Sullivan County, NH	33019

Connecticut**Place Name****FIPS**

Windham County, CT	09015
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Maine**Place Name****FIPS**

Androscoggin County, ME	23001
Cumberland County, ME	23005
Sagadahoc County, ME	23023
York County, ME	23031

Vermont**Place Name****FIPS**

Orange County, VT	50017
Windsor County, VT	50027

Buffalo-Cheektowaga-Olean, NY**New York****Place Name****FIPS**

Allegany County, NY	36003
Cattaraugus County, NY	36009

Place Name	FIPS
Erie County, NY	36029
Niagara County, NY	36063
Wyoming County, NY	36121

Burlington-South Burlington-Barre, VT

Vermont

Place Name	FIPS
Addison County, VT	50001
Chittenden County, VT	50007
Franklin County, VT	50011
Grand Isle County, VT	50013
Lamoille County, VT	50015
Washington County, VT	50023

Charlotte-Concord, NC-SC

North Carolina

Place Name	FIPS
Alexander County, NC	37003
Anson County, NC	37007
Burke County, NC	37023
Cabarrus County, NC	37025
Caldwell County, NC	37027
Catawba County, NC	37035
Cleveland County, NC	37045
Gaston County, NC	37071
Iredell County, NC	37097
Lincoln County, NC	37109
Mecklenburg County, NC	37119
Rowan County, NC	37159
Stanly County, NC	37167
Union County, NC	37179

South Carolina

Place Name	FIPS
Chester County, SC	45023
Chesterfield County, SC	45025
Lancaster County, SC	45057
York County, SC	45091

Chicago-Naperville, IL-IN-WI

Illinois

Place Name	FIPS
Boone County, IL	17007
Bureau County, IL	17011
Cook County, IL	17031
DeKalb County, IL	17037
DuPage County, IL	17043
Grundy County, IL	17063
Iroquois County, IL	17075
Kane County, IL	17089
Kankakee County, IL	17091
Kendall County, IL	17093
Lake County, IL	17097
LaSalle County, IL	17099
McHenry County, IL	17111
Ogle County, IL	17141
Putnam County, IL	17155
Stephenson County, IL	17177
Will County, IL	17197
Winnebago County, IL	17201

Indiana

Place Name	FIPS
Jasper County, IN	18073
Lake County, IN	18089
LaPorte County, IN	18091
Newton County, IN	18111

Place Name**FIPS**

Porter County, IN	18127
Starke County, IN	18149

Wisconsin**Place Name****FIPS**

Kenosha County, WI	55059
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Cincinnati-Wilmington-Maysville, OH-KY-IN**Ohio****Place Name****FIPS**

Adams County, OH	39001
Brown County, OH	39015
Butler County, OH	39017
Clermont County, OH	39025
Clinton County, OH	39027
Hamilton County, OH	39061
Highland County, OH	39071
Warren County, OH	39165

Kentucky**Place Name****FIPS**

Boone County, KY	21015
Bracken County, KY	21023
Campbell County, KY	21037
Carroll County, KY	21041
Fleming County, KY	21069
Gallatin County, KY	21077
Grant County, KY	21081
Kenton County, KY	21117
Lewis County, KY	21135
Mason County, KY	21161
Owen County, KY	21187

Place Name	FIPS
Pendleton County, KY	21191
Robertson County, KY	21201

Indiana

Place Name	FIPS
Dearborn County, IN	18029
Franklin County, IN	18047
Ohio County, IN	18115
Ripley County, IN	18137
Switzerland County, IN	18155
Union County, IN	18161

Cleveland-Akron-Canton, OH-PA

Ohio

Place Name	FIPS
Ashland County, OH	39005
Ashtabula County, OH	39007
Carroll County, OH	39019
Columbiana County, OH	39029
Crawford County, OH	39033
Cuyahoga County, OH	39035
Erie County, OH	39043
Geauga County, OH	39055
Harrison County, OH	39067
Holmes County, OH	39075
Huron County, OH	39077
Lake County, OH	39085
Lorain County, OH	39093
Mahoning County, OH	39099
Medina County, OH	39103
Portage County, OH	39133
Richland County, OH	39139
Stark County, OH	39151
Summit County, OH	39153

Place Name**FIPS**

Trumbull County, OH	39155
Tuscarawas County, OH	39157
Wayne County, OH	39169

Pennsylvania**Place Name****FIPS**

Mercer County, PA	42085
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Colorado Springs, CO**Colorado****Place Name****FIPS**

El Paso County, CO	08041
Fremont County, CO	08043
Pueblo County, CO	08101
Teller County, CO	08119

Columbus-Marion-Zanesville, OH**Ohio****Place Name****FIPS**

Coshocton County, OH	39031
Delaware County, OH	39041
Fairfield County, OH	39045
Fayette County, OH	39047
Franklin County, OH	39049
Guernsey County, OH	39059
Hardin County, OH	39065
Hocking County, OH	39073
Knox County, OH	39083
Licking County, OH	39089
Logan County, OH	39091
Madison County, OH	39097

Place Name	FIPS
Marion County, OH	39101
Morgan County, OH	39115
Morrow County, OH	39117
Muskingum County, OH	39119
Noble County, OH	39121
Perry County, OH	39127
Pickaway County, OH	39129
Pike County, OH	39131
Ross County, OH	39141
Union County, OH	39159
Vinton County, OH	39163

Corpus Christi-Kingsville-Alice, TX

Texas

Place Name	FIPS
Aransas County, TX	48007
Brooks County, TX	48047
Duval County, TX	48131
Jim Wells County, TX	48249
Kenedy County, TX	48261
Kleberg County, TX	48273
Live Oak County, TX	48297
Nueces County, TX	48355
Refugio County, TX	48391
San Patricio County, TX	48409

Dallas-Fort Worth, TX-OK

Texas

Place Name	FIPS
Collin County, TX	48085
Cooke County, TX	48097
Dallas County, TX	48113

Place Name	FIPS
Delta County, TX	48119
Denton County, TX	48121
Ellis County, TX	48139
Fannin County, TX	48147
Grayson County, TX	48181
Henderson County, TX	48213
Hill County, TX	48217
Hood County, TX	48221
Hopkins County, TX	48223
Hunt County, TX	48231
Jack County, TX	48237
Johnson County, TX	48251
Kaufman County, TX	48257
Montague County, TX	48337
Navarro County, TX	48349
Palo Pinto County, TX	48363
Parker County, TX	48367
Rains County, TX	48379
Rockwall County, TX	48397
Somervell County, TX	48425
Tarrant County, TX	48439
Van Zandt County, TX	48467
Wise County, TX	48497

Oklahoma

Place Name	FIPS
Bryan County, OK	40013
Carter County, OK	40019
Love County, OK	40085

Davenport-Moline, IA-IL

Iowa

Place Name	FIPS
Cedar County, IA	19031

Place Name	FIPS
Clinton County, IA	19045
Jackson County, IA	19097
Louisa County, IA	19115
Muscatine County, IA	19139
Scott County, IA	19163

Illinois

Place Name	FIPS
Carroll County, IL	17015
Henry County, IL	17073
Lee County, IL	17103
Mercer County, IL	17131
Rock Island County, IL	17161
Whiteside County, IL	17195

Dayton-Springfield-Kettering, OH

Ohio

Place Name	FIPS
Allen County, OH	39003
Auglaize County, OH	39011
Champaign County, OH	39021
Clark County, OH	39023
Darke County, OH	39037
Greene County, OH	39057
Mercer County, OH	39107
Miami County, OH	39109
Montgomery County, OH	39113
Preble County, OH	39135
Shelby County, OH	39149
Van Wert County, OH	39161

Denver-Aurora, CO

Colorado

Place Name	FIPS
Adams County, CO	08001
Arapahoe County, CO	08005
Boulder County, CO	08013
Broomfield County, CO	08014
Clear Creek County, CO	08019
Denver County, CO	08031
Douglas County, CO	08035
Elbert County, CO	08039
Gilpin County, CO	08047
Jefferson County, CO	08059
Larimer County, CO	08069
Lincoln County, CO	08073
Park County, CO	08093
Weld County, CO	08123

Des Moines-Ames-West Des Moines, IA

Iowa

Place Name	FIPS
Adair County, IA	19001
Boone County, IA	19015
Clarke County, IA	19039
Dallas County, IA	19049
Greene County, IA	19073
Guthrie County, IA	19077
Hamilton County, IA	19079
Jasper County, IA	19099
Lucas County, IA	19117
Madison County, IA	19121
Mahaska County, IA	19123
Marion County, IA	19125
Monroe County, IA	19135
Polk County, IA	19153
Poweshiek County, IA	19157
Story County, IA	19169

Place Name**FIPS**

Warren County, IA

19181

Detroit-Warren-Ann Arbor, MI**Michigan****Place Name****FIPS**

Clinton County, MI

26037

Eaton County, MI

26045

Genesee County, MI

26049

Huron County, MI

26063

Ingham County, MI

26065

Jackson County, MI

26075

Lapeer County, MI

26087

Lenawee County, MI

26091

Livingston County, MI

26093

Macomb County, MI

26099

Monroe County, MI

26115

Oakland County, MI

26125

St. Clair County, MI

26147

Sanilac County, MI

26151

Shiawassee County, MI

26155

Tuscola County, MI

26157

Washtenaw County, MI

26161

Wayne County, MI

26163

Fresno-Madera-Hanford, CA**California****Place Name****FIPS**

Fresno County, CA

06019

Kings County, CA

06031

Madera County, CA

06039

Mariposa County, CA

06043

Tulare County, CA

06107

Harrisburg-Lebanon, PA

Pennsylvania

Place Name	FIPS
Cumberland County, PA	42041
Dauphin County, PA	42043
Juniata County, PA	42067
Lancaster County, PA	42071
Lebanon County, PA	42075
Perry County, PA	42099

Hartford-East Hartford, CT-MA

Connecticut

Place Name	FIPS
Hartford County, CT	09003
Middlesex County, CT	09007
New London County, CT	09011
Tolland County, CT	09013

Massachusetts

Place Name	FIPS
Franklin County, MA	25011
Hampden County, MA	25013
Hampshire County, MA	25015

Hawaii

Hawaii

Place Name	FIPS
State of Hawaii	15

Houston-The Woodlands, TX

Texas

Place Name	FIPS
Austin County, TX	48015
Brazoria County, TX	48039
Chambers County, TX	48071
Colorado County, TX	48089
Fort Bend County, TX	48157
Galveston County, TX	48167
Grimes County, TX	48185
Harris County, TX	48201
Jackson County, TX	48239
Liberty County, TX	48291
Madison County, TX	48313
Matagorda County, TX	48321
Montgomery County, TX	48339
San Jacinto County, TX	48407
Trinity County, TX	48455
Walker County, TX	48471
Waller County, TX	48473
Washington County, TX	48477
Wharton County, TX	48481

Huntsville-Decatur, AL-TN

Alabama

Place Name	FIPS
Colbert County, AL	01033
DeKalb County, AL	01049
Lauderdale County, AL	01077
Lawrence County, AL	01079
Limestone County, AL	01083
Madison County, AL	01089
Marshall County, AL	01095
Morgan County, AL	01103

Tennessee

Place Name**FIPS**

Lincoln County, TN

47103

Indianapolis-Carmel-Muncie, IN**Indiana****Place Name****FIPS**

Bartholomew County, IN

18005

Benton County, IN

18007

Blackford County, IN

18009

Boone County, IN

18011

Brown County, IN

18013

Carroll County, IN

18015

Clinton County, IN

18023

Decatur County, IN

18031

Delaware County, IN

18035

Fayette County, IN

18041

Fountain County, IN

18045

Grant County, IN

18053

Hamilton County, IN

18057

Hancock County, IN

18059

Hendricks County, IN

18063

Henry County, IN

18065

Jackson County, IN

18071

Jennings County, IN

18079

Johnson County, IN

18081

Lawrence County, IN

18093

Madison County, IN

18095

Marion County, IN

18097

Monroe County, IN

18105

Montgomery County, IN

18107

Morgan County, IN

18109

Owen County, IN

18119

Putnam County, IN

18133

Randolph County, IN

18135

Rush County, IN

18139

Shelby County, IN

18145

Place Name	FIPS
Tippecanoe County, IN	18157
Tipton County, IN	18159
Warren County, IN	18171
Wayne County, IN	18177

Kansas City-Overland Park-Kansas City, MO-KS

Missouri

Place Name	FIPS
Andrew County, MO	29003
Bates County, MO	29013
Buchanan County, MO	29021
Caldwell County, MO	29025
Carroll County, MO	29033
Cass County, MO	29037
Clay County, MO	29047
Clinton County, MO	29049
Daviess County, MO	29061
DeKalb County, MO	29063
Gentry County, MO	29075
Henry County, MO	29083
Holt County, MO	29087
Jackson County, MO	29095
Johnson County, MO	29101
Lafayette County, MO	29107
Platte County, MO	29165
Ray County, MO	29177

Kansas

Place Name	FIPS
Anderson County, KS	20003
Atchison County, KS	20005
Doniphan County, KS	20043
Douglas County, KS	20045
Franklin County, KS	20059

Place Name	FIPS
Jackson County, KS	20085
Jefferson County, KS	20087
Johnson County, KS	20091
Leavenworth County, KS	20103
Linn County, KS	20107
Miami County, KS	20121
Osage County, KS	20139
Shawnee County, KS	20177
Wabaunsee County, KS	20197
Wyandotte County, KS	20209

Laredo, TX

Texas

Place Name	FIPS
Jim Hogg County, TX	48247
La Salle County, TX	48283
Webb County, TX	48479

Las Vegas-Henderson, NV-AZ

Nevada

Place Name	FIPS
Clark County, NV	32003
Nye County, NV	32023

Arizona

Place Name	FIPS
Mohave County, AZ	04015

Los Angeles-Long Beach, CA

California

Place Name	FIPS
Imperial County, CA	06025
Kern County, CA	06029
Los Angeles County, CA	06037
Orange County, CA	06059
Riverside County, CA	06065
San Bernardino County, CA	06071
San Luis Obispo County, CA	06079
Santa Barbara County, CA	06083
Ventura County, CA	06111

Miami-Port St. Lucie-Fort Lauderdale, FL

Florida

Place Name	FIPS
Broward County, FL	12011
Indian River County, FL	12061
Martin County, FL	12085
Miami-Dade County, FL	12086
Monroe County, FL	12087
Okeechobee County, FL	12093
Palm Beach County, FL	12099
St. Lucie County, FL	12111

Milwaukee-Racine-Waukesha, WI

Wisconsin

Place Name	FIPS
Dodge County, WI	55027
Fond du Lac County, WI	55039
Jefferson County, WI	55055
Milwaukee County, WI	55079
Ozaukee County, WI	55089
Racine County, WI	55101

Place Name	FIPS
Sheboygan County, WI	55117
Walworth County, WI	55127
Washington County, WI	55131
Waukesha County, WI	55133

Minneapolis-St. Paul, MN-WI

Minnesota

Place Name	FIPS
Anoka County, MN	27003
Benton County, MN	27009
Blue Earth County, MN	27013
Brown County, MN	27015
Carver County, MN	27019
Chisago County, MN	27025
Dakota County, MN	27037
Dodge County, MN	27039
Fillmore County, MN	27045
Goodhue County, MN	27049
Hennepin County, MN	27053
Isanti County, MN	27059
Kanabec County, MN	27065
Le Sueur County, MN	27079
McLeod County, MN	27085
Meeker County, MN	27093
Mille Lacs County, MN	27095
Morrison County, MN	27097
Mower County, MN	27099
Nicollet County, MN	27103
Olmsted County, MN	27109
Pine County, MN	27115
Ramsey County, MN	27123
Rice County, MN	27131
Scott County, MN	27139
Sherburne County, MN	27141
Sibley County, MN	27143

Place Name	FIPS
Stearns County, MN	27145
Steele County, MN	27147
Wabasha County, MN	27157
Waseca County, MN	27161
Washington County, MN	27163
Wright County, MN	27171

Wisconsin

Place Name	FIPS
Pierce County, WI	55093
Polk County, WI	55095
St. Croix County, WI	55109

New York-Newark, NY-NJ-CT-PA

New York

Place Name	FIPS
Bronx County, NY	36005
Dutchess County, NY	36027
Kings County, NY	36047
Nassau County, NY	36059
New York County, NY	36061
Orange County, NY	36071
Putnam County, NY	36079
Queens County, NY	36081
Richmond County, NY	36085
Rockland County, NY	36087
Suffolk County, NY	36103
Sullivan County, NY	36105
Ulster County, NY	36111
Westchester County, NY	36119

New Jersey

Place Name	FIPS
Bergen County, NJ	34003
Essex County, NJ	34013
Fort Dix, NJ	341052005
Hudson County, NJ	34017
Hunterdon County, NJ	34019
Joint Base McGuire-Dix-Lakehurst	341530005
McGuire Air Force Base, NJ	341778005
Mercer County, NJ	34021
Middlesex County, NJ	34023
Monmouth County, NJ	34025
Morris County, NJ	34027
Ocean County, NJ	34029
Passaic County, NJ	34031
Somerset County, NJ	34035
Sussex County, NJ	34037
Union County, NJ	34039
Warren County, NJ	34041

Connecticut

Place Name	FIPS
Fairfield County, CT	09001
Litchfield County, CT	09005
New Haven County, CT	09009

Pennsylvania

Place Name	FIPS
Carbon County, PA	42025
Lehigh County, PA	42077
Monroe County, PA	42089
Northampton County, PA	42095
Pike County, PA	42103
Wayne County, PA	42127

Omaha-Council Bluffs-Fremont, NE-IA

Nebraska

Place Name	FIPS
Burt County, NE	31021
Cass County, NE	31025
Dodge County, NE	31053
Douglas County, NE	31055
Sarpy County, NE	31153
Saunders County, NE	31155
Washington County, NE	31177

Iowa

Place Name	FIPS
Fremont County, IA	19071
Harrison County, IA	19085
Mills County, IA	19129
Pottawattamie County, IA	19155
Shelby County, IA	19165

Palm Bay-Melbourne-Titusville, FL

Florida

Place Name	FIPS
Brevard County, FL	12009

Philadelphia-Reading-Camden, PA-NJ-DE-MD

Pennsylvania

Place Name	FIPS
Berks County, PA	42011
Bucks County, PA	42017
Chester County, PA	42029
Delaware County, PA	42045
Montgomery County, PA	42091
Philadelphia County, PA	42101

Place Name**FIPS**

Schuylkill County, PA

42107

New Jersey**Place Name****FIPS**

Atlantic County, NJ

34001

Burlington County, NJ

34005

Camden County, NJ

34007

Cape May County, NJ

34009

Cumberland County, NJ

34011

Gloucester County, NJ

34015

Salem County, NJ

34033

Delaware**Place Name****FIPS**

Kent County, DE

10001

New Castle County, DE

10003

Sussex County, DE

10005

Maryland**Place Name****FIPS**

Cecil County, MD

24015

Somerset County, MD

24039

Wicomico County, MD

24045

Worcester County, MD

24047

Phoenix-Mesa, AZ**Arizona****Place Name****FIPS**

Gila County, AZ

04007

Maricopa County, AZ

04013

Pinal County, AZ

04021

Pittsburgh-New Castle-Weirton, PA-OH-WV

Pennsylvania

Place Name	FIPS
Allegheny County, PA	42003
Armstrong County, PA	42005
Beaver County, PA	42007
Butler County, PA	42019
Cambria County, PA	42021
Fayette County, PA	42051
Greene County, PA	42059
Indiana County, PA	42063
Lawrence County, PA	42073
Somerset County, PA	42111
Washington County, PA	42125
Westmoreland County, PA	42129

Ohio

Place Name	FIPS
Belmont County, OH	39013
Jefferson County, OH	39081

West Virginia

Place Name	FIPS
Brooke County, WV	54009
Hancock County, WV	54029
Marshall County, WV	54051
Ohio County, WV	54069

Portland-Vancouver-Salem, OR-WA

Oregon

Place Name	FIPS
Benton County, OR	41003

Place Name	FIPS
Clackamas County, OR	41005
Columbia County, OR	41009
Linn County, OR	41043
Marion County, OR	41047
Multnomah County, OR	41051
Polk County, OR	41053
Washington County, OR	41067
Yamhill County, OR	41071

Washington

Place Name	FIPS
Clark County, WA	53011
Cowlitz County, WA	53015
Skamania County, WA	53059
Wahkiakum County, WA	53069

Raleigh-Durham-Cary, NC

North Carolina

Place Name	FIPS
Caswell County, NC	37033
Chatham County, NC	37037
Cumberland County, NC	37051
Durham County, NC	37063
Edgecombe County, NC	37065
Franklin County, NC	37069
Granville County, NC	37077
Halifax County, NC	37083
Harnett County, NC	37085
Hoke County, NC	37093
Johnston County, NC	37101
Lee County, NC	37105
Moore County, NC	37125
Nash County, NC	37127
Northampton County, NC	37131

Place Name	FIPS
Orange County, NC	37135
Person County, NC	37145
Robeson County, NC	37155
Scotland County, NC	37165
Vance County, NC	37181
Wake County, NC	37183
Warren County, NC	37185
Wayne County, NC	37191
Wilson County, NC	37195

Reno-Fernley, NV

Nevada

Place Name	FIPS
Churchill County, NV	32001
Lyon County, NV	32019
Storey County, NV	32029
Washoe County, NV	32031

Richmond, VA

Virginia

Place Name	FIPS
Amelia County, VA	51007
Brunswick County, VA	51025
Charles City County, VA	51036
Chesterfield County, VA	51041
Cumberland County, VA	51049
Dinwiddie County, VA	51053
Essex County, VA	51057
Goochland County, VA	51075
Greensville County, VA	51081
Hanover County, VA	51085
Henrico County, VA	51087

Place Name	FIPS
King and Queen County, VA	51097
King William County, VA	51101
Louisa County, VA	51109
New Kent County, VA	51127
Nottoway County, VA	51135
Powhatan County, VA	51145
Prince George County, VA	51149
Sussex County, VA	51183
Colonial Heights city, VA	51570
Emporia city, VA	51595
Hopewell city, VA	51670
Petersburg city, VA	51730
Richmond city, VA	51760

Rochester-Batavia-Seneca Falls, NY

New York

Place Name	FIPS
Genesee County, NY	36037
Livingston County, NY	36051
Monroe County, NY	36055
Ontario County, NY	36069
Orleans County, NY	36073
Seneca County, NY	36099
Wayne County, NY	36117
Yates County, NY	36123

Sacramento-Roseville, CA-NV

California

Place Name	FIPS
Alpine County, CA	06003
Amador County, CA	06005
Butte County, CA	06007

Place Name	FIPS
Colusa County, CA	06011
El Dorado County, CA	06017
Nevada County, CA	06057
Placer County, CA	06061
Sacramento County, CA	06067
Sierra County, CA	06091
Sutter County, CA	06101
Yolo County, CA	06113
Yuba County, CA	06115

Nevada

Place Name	FIPS
Douglas County, NV	32005
Carson City, NV	32510

San Antonio-New Braunfels-Pearsall, TX

Texas

Place Name	FIPS
Atascosa County, TX	48013
Bandera County, TX	48019
Bexar County, TX	48029
Comal County, TX	48091
Frio County, TX	48163
Gillespie County, TX	48171
Gonzales County, TX	48177
Guadalupe County, TX	48187
Karnes County, TX	48255
Kendall County, TX	48259
Kerr County, TX	48265
McMullen County, TX	48311
Medina County, TX	48325
Wilson County, TX	48493

San Diego-Chula Vista-Carlsbad, CA

California

Place Name	FIPS
San Diego County, CA	06073

San Jose-San Francisco-Oakland, CA

California

Place Name	FIPS
Alameda County, CA	06001
Calaveras County, CA	06009
Contra Costa County, CA	06013
Marin County, CA	06041
Merced County, CA	06047
Monterey County, CA	06053
Napa County, CA	06055
San Benito County, CA	06069
San Francisco County, CA	06075
San Joaquin County, CA	06077
San Mateo County, CA	06081
Santa Clara County, CA	06085
Santa Cruz County, CA	06087
Solano County, CA	06095
Sonoma County, CA	06097
Stanislaus County, CA	06099

Seattle-Tacoma, WA

Washington

Place Name	FIPS
Clallam County, WA	53009
Grays Harbor County, WA	53027
Island County, WA	53029
Jefferson County, WA	53031

Place Name	FIPS
King County, WA	53033
Kitsap County, WA	53035
Lewis County, WA	53041
Mason County, WA	53045
Pacific County, WA	53049
Pierce County, WA	53053
San Juan County, WA	53055
Skagit County, WA	53057
Snohomish County, WA	53061
Thurston County, WA	53067
Whatcom County, WA	53073

Spokane-Spokane Valley-Coeur d'Alene, WA-ID

Washington

Place Name	FIPS
Ferry County, WA	53019
Lincoln County, WA	53043
Pend Oreille County, WA	53051
Spokane County, WA	53063
Stevens County, WA	53065

Idaho

Place Name	FIPS
Benewah County, ID	16009
Kootenai County, ID	16055
Shoshone County, ID	16079

St. Louis-St. Charles-Farmington, MO-IL

Missouri

Place Name	FIPS
Crawford County, MO	29055

Place Name	FIPS
Franklin County, MO	29071
Gasconade County, MO	29073
Iron County, MO	29093
Jefferson County, MO	29099
Lincoln County, MO	29113
Madison County, MO	29123
Montgomery County, MO	29139
Pike County, MO	29163
St. Charles County, MO	29183
Ste. Genevieve County, MO	29186
St. Francois County, MO	29187
St. Louis County, MO	29189
Warren County, MO	29219
Washington County, MO	29221
St. Louis city, MO	29510

Illinois

Place Name	FIPS
Bond County, IL	17005
Calhoun County, IL	17013
Clinton County, IL	17027
Fayette County, IL	17051
Greene County, IL	17061
Jersey County, IL	17083
Macoupin County, IL	17117
Madison County, IL	17119
Marion County, IL	17121
Monroe County, IL	17133
Montgomery County, IL	17135
Randolph County, IL	17157
St. Clair County, IL	17163
Washington County, IL	17189

Tucson-Nogales, AZ

Arizona

Place Name	FIPS
Cochise County, AZ	04003
Pima County, AZ	04019
Santa Cruz County, AZ	04023

Virginia Beach-Norfolk, VA-NC

Virginia

Place Name	FIPS
Gloucester County, VA	51073
Isle of Wight County, VA	51093
James City County, VA	51095
Mathews County, VA	51115
Middlesex County, VA	51119
Southampton County, VA	51175
Surry County, VA	51181
York County, VA	51199
Chesapeake city, VA	51550
Franklin city, VA	51620
Hampton city, VA	51650
Newport News city, VA	51700
Norfolk city, VA	51710
Poquoson city, VA	51735
Portsmouth city, VA	51740
Suffolk city, VA	51800
Virginia Beach city, VA	51810
Williamsburg city, VA	51830

North Carolina

Place Name	FIPS
Camden County, NC	37029
Chowan County, NC	37041
Currituck County, NC	37053
Dare County, NC	37055
Gates County, NC	37073
Hertford County, NC	37091

Place Name	FIPS
Pasquotank County, NC	37139
Perquimans County, NC	37143
Tyrrell County, NC	37177

Washington-Baltimore-Arlington, DC-MD-VA-WV-PA

District of Columbia

Place Name	FIPS
District of Columbia, DC	11001

Maryland

Place Name	FIPS
Allegany County, MD	24001
Anne Arundel County, MD	24003
Baltimore County, MD	24005
Calvert County, MD	24009
Caroline County, MD	24011
Carroll County, MD	24013
Charles County, MD	24017
Dorchester County, MD	24019
Frederick County, MD	24021
Harford County, MD	24025
Howard County, MD	24027
Kent County, MD	24029
Montgomery County, MD	24031
Prince George's County, MD	24033
Queen Anne's County, MD	24035
St. Mary's County, MD	24037
Talbot County, MD	24041
Washington County, MD	24043
Baltimore city, MD	24510

Virginia

Place Name	FIPS
Arlington County, VA	51013
Caroline County, VA	51033
Clarke County, VA	51043
Culpeper County, VA	51047
Fairfax County, VA	51059
Fauquier County, VA	51061
Frederick County, VA	51069
King George County, VA	51099
Loudoun County, VA	51107
Madison County, VA	51113
Orange County, VA	51137
Prince William County, VA	51153
Rappahannock County, VA	51157
Shenandoah County, VA	51171
Spotsylvania County, VA	51177
Stafford County, VA	51179
Warren County, VA	51187
Westmoreland County, VA	51193
Alexandria city, VA	51510
Fairfax city, VA	51600
Falls Church city, VA	51610
Fredericksburg city, VA	51630
Manassas city, VA	51683
Manassas Park city, VA	51685
Winchester city, VA	51840

West Virginia

Place Name	FIPS
Berkeley County, WV	54003
Hampshire County, WV	54027
Hardy County, WV	54031
Jefferson County, WV	54037
Mineral County, WV	54057
Morgan County, WV	54065

Pennsylvania

Place Name**FIPS**

Adams County, PA	42001
Franklin County, PA	42055
Fulton County, PA	42057
York County, PA	42133

Rest of U.S.**Place Name****FIPS**

Those portions of the United States and its territories and possessions (nonforeign areas), not located within another locality pay area

EXHIBIT 11