

D.LAW, INC.

Emil Davtyan (SBN 299363)

Emil@d.law

David Yeremian (SBN 226337)

d.yeremian@d.law

Enoch J. Kim (SBN 261146)

e.kim@d.law

Arianna N. Razi (SBN 356930)

a.razi@d.law

450 N. Brand Blvd. Suite 840

Glendale, CA 91203

Telephone: (818) 962-6465

Facsimile: (818) 962-6469

Attorneys for Plaintiff JOSE MAGDALENO,
on behalf of himself and others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

JOSE MAGDALENO, on behalf of himself
and others similarly situated,

Plaintiff,

vs.

SAN PEDRO CONVALESCENT HOME,
INC. dba LOS PALOS POST-ACUTE
CARE CENTER dba LOS PALOS
CONVALESCENT HOSPITAL, a
California corporation; SEACREST
CONVALESCENT HOSPITAL, INC. dba
SEACREST POST-ACUTE CARE
CENTER, a California corporation; and
DOES 1 through 50, inclusive,

Defendants.

Case No.: 24STCV16244

Assigned for All Purposes To:

Hon. David S. Cunningham III

Dept.: 11

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

*[filed concurrently with Plaintiff's Notice of
Motion and Motion; Memorandum of Points and
Authorities; Declarations of Michael Sutherland
and Jarrett Gorlick; and [Proposed] Order]*

Hearing Date: November 14, 2025

Time: 10:30 a.m.

Department: 11

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8

1. I am an attorney licensed and admitted to practice before all courts of the State of California and the United States District Court for the Central, Southern, Eastern, and Northern Districts of California.

3. All of the matters set forth herein are within my personal knowledge, except those matters that are stated to be upon information and belief. As to such matters, I believe them to be true. I submit this Declaration in support of Plaintiff's Motion for Approval of PAGA Settlement Agreement and Release ("Motion"). A copy of the PAGA Settlement Agreement and Release ("Settlement Agreement") is attached as **Exhibit 1** hereto, with the explanatory letter attached as **Exhibit A** to the Settlement Agreement.

7
8
9
20
21
22
23
24
25
26
27
28

4. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff Jose Magdaleno gave timely written notice to Defendant, Seacrest Convalescent Hospital, Inc. dba Seacrest Post-Acute Care Center, and California's Labor and Workforce Development Agency ("LWDA") by sending his PAGA Notice on June 20, 2024 (LWDA-CM-1035203-24). A true and correct copy of his PAGA Notice is attached hereto as **Exhibit 2**. The LWDA did not respond to the PAGA Notice and did not notify Plaintiff that it intended to investigate Plaintiff's allegations.

5. On June 28, 2024, Plaintiff filed a class action complaint in the Los Angeles County Superior Court, Case No. 24STCV16244, against Defendant and Seacrest Convalescent Hospital, Inc. dba Seacrest Post-Acute Care Center (“Seacrest”) alleging claims under the California Labor Code for (1) Failure to Pay Minimum Wages; (2) Failure to Pay Wages and Overtime Under Labor Code §510; (3) Meal-Period Liability Under Labor Code § 226.7; (4) Rest-Break Liability Under

1 Labor Code § 226.7; (5) Failure to Pay Vacation Wages; (6) Failure to Comply with Labor Code §§
2 245 *et seq.* and 246; (7) Violation of Labor Code § 226(a); (8) Failure to Keep Required Payroll
3 Records Under Labor Code §§ 1174 and 1174.5; (9) Failure to Produce Requested Employment
4 Records Under Labor Code §§ 226 and 1198.5; (10) Penalties Pursuant to Labor Code § 203; and
5 (11) Violation of Business & Professions Code § 17200 *et seq.* (the “Action”).

6 6. On August 26, 2024, 65 days after Plaintiff’s submission of the PAGA Notice, Plaintiff
7 filed a First Amended Class Action Complaint, alleging a twelfth cause of action for civil penalties
8 under PAGA, Labor Code § 2698 *et seq.*

9 7. The Parties agree that Plaintiff’s representative PAGA claims against Seacrest are barred
10 by a separate settlement reached in *Carol Bodden Guerrero v. Seacrest Post-Acute Care Center*, Los
11 Angeles Superior Court Case No. 21LBCV00492 (“Guerrero”), because the PAGA settlement in
12 Guerrero covered the entire period Plaintiff was employed by Seacrest. As a result, the PAGA
13 settlement only applies to Defendant San Pedro Convalescent Home, Inc. dba Los Palos
14 Convalescent Hospital, and as part of the PAGA settlement, Plaintiff filed a Request for Dismissal
15 of Class Allegations Without Prejudice and Dismissal of Defendant Seacrest Convalescent Hospital,
16 Inc. dba Seacrest Post-Acute Care Center Without Prejudice on September 10, 2025.

17 8. The Parties mediated this matter before Lonnie Giamela, Esq., a well-respected
18 employment law mediator, on April 8, 2025 and reached a settlement.

19 9. Before filing the lawsuit, Plaintiff’s Counsel investigated and researched the facts and
20 circumstances underlying the pertinent issues and the law applicable thereto. This required thorough
21 discussions and interviews between Plaintiff’s Counsel and Plaintiff, as well as preliminary research
22 into the various legal issues involved in the case. After conducting our initial investigation, we
23 determined that Plaintiff’s claims were well-suited to proceed on a representative basis owing to
24 what appeared to be a common course of conduct affecting a similarly situated group of employees.

25 10. After initiating the Action, the Parties met and conferred about the claims and issues in
26 this case, including the existence of an arbitration agreement between the Parties, and agreed to
27 explore resolution of this case through mediation with a highly respected mediator. Prior to
28 mediation, Defendant provided data, numbers, and documents, including an Aggrieved Employee

1 List (by employee number), a company handbook entitled “Los Palos Post-Acute Care Center
2 Employee Handbook”, a sampling of Aggrieved Employee’s timekeeping and payroll data,
3 information and documentation regarding Defendant’s wage and hour policies, Plaintiff’s wage
4 statements and personnel file, meal period and rest period information, and signed meal period
5 waivers. Defendant also provided information relating to the number of Aggrieved Employees and
6 PAGA pay periods.

7 11. The information and data exchanged by Plaintiff and Defendant prior to and during
8 mediation and settlement negotiations were sufficient to reliably assess the merits of the Parties’
9 respective positions, to compromise the issues on a fair and equitable basis, and to devise a formula
10 for distribution of civil penalties among the Aggrieved Employees that took into consideration the
11 strength of the PAGA claims.

12 **SETTLEMENT NEGOTIATIONS AND TERMS**

13 12. On April 8, 2025, the parties attended an all-day mediation with highly respected wage
14 and hour mediator Lonnie Giamela, Esq. During mediation, the Parties exchanged further
15 information and discussed all aspects of the case, including Plaintiff’s claims, Defendant’s defenses,
16 procedural challenges in this case, and the prospects of further litigation. The Parties recognized that
17 the issues presented in the Action are likely only to be resolved with extensive and costly pretrial
18 and trial proceedings and that further litigation would lead to inconvenience, distraction, disruption,
19 delay, and expense disproportionate to the potential benefits of litigation. The Parties took into
20 account the risk and uncertainty of the outcome inherent in any litigation in representative actions
21 such as this one.

22 13. With the assistance of a highly respected wage and hour mediator, the Parties agreed to
23 the general terms for settling this Action and finalized the long-form PAGA Settlement Agreement
24 and Release. The Parties also entered into a separate individual settlement agreement (the “Separate
25 Individual Agreement”), addressing the general release Plaintiff is providing to Defendant and the
26 related consideration.

27 14. The Parties believe and agree that the PAGA Settlement provides for a fair, adequate,
28 and reasonable resolution of the Action and have arrived at the Settlement after extensive, arm’s

1 length negotiations, considering all relevant factors, present and potential. Plaintiff's Counsel
2 believes that the Settlement confers real benefits upon the State and Aggrieved Employees and that
3 an independent review of the Settlement by the Court in the approval process will confirm this
4 conclusion.

5 15. For purposes of the Settlement, "Aggrieved Employees" are defined as: all current and
6 former non-exempt hourly employees who worked at least one pay period for Los Palos in California
7 at any time during the PAGA Period from June 20, 2023 through March 31, 2025. (Exhibit 1, ¶¶ I.2,
8 I.15.) Based on its records, Defendant estimates that there are approximately 4,100 pay periods
9 worked by Aggrieved Employees in California ("Affected Pay Periods") from June 20, 2023 through
10 March 31, 2025. (Exhibit 1, ¶ III.2.) If the actual number of Affected Pay Periods from June 20, 2023
11 through March 31, 2025 is more than 10% greater than this number (i.e., if there are more than 4,510
12 Affected Pay Periods from June 20, 2023 through March 31, 2025), Defendant Los Palos will
13 increase the GSA in proportion to the increase in Affected Pay Periods over 4,100 (e.g., if the number
14 of Affected Pay Periods from June 20, 2023 through March 31, 2025 is 12% greater than 4,100,
15 Defendant Los Palos will increase the GSA by 2%).¹ (*Id.*) Based on its records, Defendant estimates
16 that there are approximately 156 Aggrieved Employees. Based on this information, and using a
17 straight average, Plaintiff estimates that each Aggrieved Employee will receive a payment of
18 approximately \$144.47 (\$22,538.03 divided by 156 Aggrieved Employees).

19 16. The Settlement Agreement requires Defendant to pay the total sum of One Hundred
20 Twenty-Three Thousand Dollars and Zero Cents (\$123,000.00) (the "Gross Settlement Amount" or
21 "GSA"). Payment of the Gross Settlement Amount shall be made by Defendant to the Settlement
22 Administrator in two installments as follows: (1) fifty percent (\$61,500.00) within thirty (30) days
23 of court approval of the Settlement; and (2) fifty percent (\$61,500.00) within sixty (60) days of court
24 approval of the Settlement. The Gross Settlement Amount will be allocated as follows, pending Court
25 approval:

26 a) Attorneys' fees in the amount of one-third of the Gross Settlement Amount, or

27 _____
28 ¹ Defendant has represented that the escalator clause has not been triggered. Thus, the Gross Settlement Amount
remains \$123,000.00.

\$41,000.00, and litigation costs in the amount of \$12,615.62 (“Attorneys’ Fees and Costs”);

b) Administration costs of no more than \$4,990.00 to be paid to the Settlement Administrator, Apex Class Action, LLC, for sending notices and for calculating settlement shares and preparing all checks and mailings (“Administration Costs”); and

c) The remainder of the Gross Settlement Amount after deducting the above costs (“Net Settlement Amount”) is approximately \$64,394.38 and shall be allocated between the LWDA and the Aggrieved Employees pursuant to Labor Code section 2699(i), with 65% (\$41,856.35) being paid to the LWDA and 35% (\$22,538.03) being paid to the Aggrieved Employees on a pro-rata basis (“Individual PAGA Payment”). The average payment to the Aggrieved Employees will be approximately \$144.47 per person (\$22,538.03 divided by 156 Aggrieved Employees, which is the approximate number of Aggrieved Employees based on the information provided by Defendant) as their share of the Individual PAGA Payment.

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

THE STRENGTH OF PLAINTIFF’S CASE IN LIGHT OF THE SETTLEMENT

AMOUNT

1 18. Plaintiff alleges that Defendant violated various provisions of California law and seeks
2 civil penalties for the foregoing violations pursuant to Labor Code § 2699 *et seq.* Under Labor Code
3 § 2699, specifically, Plaintiff alleges that Defendant:

- 4 • Failed to pay the Aggrieved Employees minimum wages and overtime for “off-the-clock”
5 work, including requiring Aggrieved Employees to wait in line to clock-in, wait to be let
6 into the facility’s locked doors, and go through COVID screening and tests.
- 7 • Failed to provide the Aggrieved Employees with compliant meal periods because their
8 meal periods, when provided, were frequently interrupted by responding to patient
9 emergencies, helping with sudden admissions of new patients, and other job
10 responsibilities, and were provided after the fifth hour of their shift. Moreover, Plaintiff
11 and the Aggrieved Employees were unable to clock back in when their meal periods were
12 interrupted, and Defendant failed to make time correction forms reasonably available to
13 Plaintiff and the Aggrieved Employees.
- 14 • Failed to provide the Aggrieved Employees with compliant rest periods as they frequently
15 received interrupted and shortened rest periods. Specifically, Defendant provided rest
16 periods for shortened durations by requiring Aggrieved Employees to remain available
17 during their rest breaks to respond to patient emergencies and new admissions.
18 Additionally, in practice, Plaintiff and Aggrieved Employees were prohibited from
19 leaving Defendant’s premises.
- 20 • Failed to incorporate shift differentials into the regular rate when paying sick pay,
21 vacation pay, and overtime.
- 22 • Failed to issue accurate wage statements, including the failure to include all hours
23 worked, missed meal and rest premiums, and/or hourly wage rates worked by Aggrieved
24 Employees.
- 25 • Failed to maintain accurate records for Plaintiff and Aggrieved Employees by failing to
26 pay Plaintiff and Aggrieved Employees proper wages, overtime, and premium pay.
- 27 • Failed to pay all wages earned by and owed to Plaintiff and Aggrieved Employees at the
28 time of their termination or within seventy-two (72) hours of their resignation.

19. Defendant denied and continues to deny all of the claims made by Plaintiff in this Action and contend that it acted at all relevant times in conformance with the law. Defendant contends that Plaintiff and Aggrieved Employees were required to report and all hours worked and were paid for all hours worked, that any alleged off-the-clock work was performed without Defendant's knowledge and was de minimis, and that Defendant paid all wages at the proper rates; that Defendant provided Plaintiff and Aggrieved Employees with the reasonable opportunity to take compliant meal periods and rest breaks and that any deviations were at the voluntary election of Plaintiff and Aggrieved Employees; that Defendant paid all wages due on a timely basis and using Labor Code compliant instruments; and that Defendant's wage statements complied with the law. As a result, Plaintiff's Counsel had to appropriately discount the amount recoverable from Defendant in a settlement.

PAGA Penalties

20. The Private Attorneys General Act, Labor Code § 2699 *et seq.*, allows Plaintiff to obtain civil penalties on behalf of himself 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 dollars (\$200) for each aggrieved employee per pay period for each subsequent violation. Pursuant to Labor Code § 2699(i), seventy-five percent (75%) of the penalties recovered must be allocated to the LWDA, with the remaining twenty-five percent (25%) allocated to the affected employees. However, under *Amaral v. Cintas*, 163 Cal. App. 4th 1157, 1207-09 (2008), the Court held that a lower penalty amount of \$100 per violation applies in the absence of a determination that a violation actually occurred.

21. Plaintiff estimated that the maximum potential exposure on the PAGA claim is \$410,000.00, calculated by multiplying the total number of PAGA pay periods (4,100) by \$100 per violation. Plaintiff's calculation of the total potential exposure on the PAGA claim was based on one PAGA penalty per PAGA pay period (i.e., Plaintiff did not stack the PAGA penalties in their damages calculation).

22. Case law supports the notion that it is inappropriate to "stack" penalties for multiple

1 violations, particularly when those violations all stem from the same alleged “injury” *Aguirre v.*
2 *Genesis Logistics*, 2015 U.S. Dist. LEXIS 78748 (citing *Villacres v. ABM Indus., Inc.*, 189
3 Cal.App.4th 562, 577 (2010)). (“One injury gives rise to only one claim for relief...The violation of
4 one primary right constitutes a single cause of action.”; *Crowley v. Katleman*, 8 Cal. 4th 666, 681-
5 82) (1994); *Li v. A Perfect Day Franchise, Inc.*, 2012 WL 2236752, *17 (N.D. Cal.2012) (“There is
6 no authority that “would permit double recovery of essentially the same penalties.”)

7 23. PAGA penalties are not mandatory but permissive. Labor Code § 2699(e)(2) states that
8 “a court may award a lesser amount than the maximum civil penalty amount specified by this part if,
9 based on the facts and circumstances of the particular case, to do otherwise would result in an award
10 that is unjust, arbitrary and oppressive, or confiscatory.” (See *Thurman v. Bayshore* (2012) 203 Cal.
11 App. 4th 1112 (substantially reducing PAGA penalties by 30% under this provision) (emphasis
12 added); see also *Carrington v. Starbucks Corp.*, 30 Cal. App. 5th 504, 529 (2018) (affirming penalty
13 reduction of 90% for practice that resulted in meal periods occasionally starting minutes after the
14 fifth hour of work); *Sanchez v. McDonald’s Corp.* (2017), LASC Case No. No. BC 499888 (98%
15 reduction from \$41 million to \$775,000); *Ghrdilyan v. RJ Financial* (2012), LASC Case No.
16 BC430633 (94% reduction from \$5.4 million to \$325,000); *Fleming v. Covidien, Inc.* (2011), USDC
17 Case No. ED CV 10-01487-RGK (OPx) (87% reduction from \$2.8 million to \$375,000).). In
18 departing from the \$100/pay period calculation to arrive at the \$123,000.00 Gross Settlement
19 Amount in this case, Plaintiff considered what the realistic potential exposure could be and why the
20 Court may reduce any eventual recovery at its discretion, including Defendant’s defenses to the
21 claims and the potential manageability issues with PAGA claims at trial. Based on those
22 considerations, Plaintiff applied a discount of 60% to the maximum potential exposure (which
23 equates to \$40 penalty per pay period) to get a realistic potential exposure of \$164,000.00 (4,100 pay
24 periods x \$40 penalty per pay period).

25 24. The Gross Settlement Amount of \$123,000.00 is 75% of the realistic potential exposure
26 of \$164,000.00. Plaintiff’s Counsel submits that this is an excellent result for the State and Aggrieved
27 Employees in light of the strengths and weaknesses of the case and the risks and delays posed by
28 further litigation.

REQUEST FOR ATTORNEYS' FEES AND COSTS

25. Plaintiff's Counsel is requesting an award of Attorneys' Fees in the amount of **\$41,000.00** and Attorneys' Costs of **\$12,615.62** for litigation costs incurred, which is less than the allocated amount of \$25,000.00 in the Settlement Agreement. D.Law, Inc.'s cost log for this matter is attached hereto as **Exhibit 3**. The lion's share of these costs were incurred in connection with mediation, and the others listed were all reasonably incurred and necessary to the prosecution of this Action.

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

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

28. Contingent-fee cases present the very real risk of working hundreds if not thousands of hours that may never be entirely compensated. Moreover, while the case is being litigated, counsel must pay overhead (salaries, rent, etc.), provide for their own expenses, and in most cases pay the out-of-pocket expenses incurred on the plaintiff's behalf. And the prospect of a court-awarded fee does not greatly reduce the risk posed by these cases. In many cases, the prospect is nothing more than a potential that never materializes. First, you must win the case to get a court-awarded fee; even those cases that seem strongest at the onset can be lost and sometimes are lost. Second, there are always pitfalls and unforeseen obstacles that arise along the way, such as settlement offers that the client may accept without ensuring that we receive a reasonable fee or changes in the law that substantially affect the merits of the case, or other uncertainties involving the client. Finally, there is the great risk inherent in advancing tens if not hundreds of thousands of dollars in out-of-pocket

1 expenses. If that money were to be invested in some sort of financial investment, one would expect
2 a reasonable rate of return on that investment. Here, however, the best we can hope to recover is our
3 money, and then only if we are substantially successful; if we are not, all or part of this “investment”
4 can be lost.

5 29. Plaintiff’s Counsel is well acquainted with the contingent fee market throughout
6 California, particularly as it pertains to PAGA and class action litigation. Plaintiff’s Counsel has
7 negotiated numerous contingency-fee agreements with plaintiffs, both as individuals and as
8 representatives in class-action and PAGA suits. Many of those agreements required that counsel
9 receive a fee under certain scenarios that exceed one-third of the recovery. Plaintiff’s Counsel’s
10 recent attorneys’ fees awards in similar wage-and-hour class and PAGA actions have been one-third
11 of the recovery.

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

26 **The Lodestar Method**

27 31. Further, Plaintiff’s Counsel’s lodestar calculation supports the requested attorneys’ fees.
28 The lodestar calculation typically proceeds in three steps. First, a trial court must determine a baseline

1 guide or “lodestar” figure based on the time spent and reasonable hourly compensation for each
2 attorney involved in the case. *Serrano v. Priest* (1975) 20 Cal.3d 25, 48. The court then sets a
3 reasonable hourly fee to apply to the time expended, with reference to the prevailing rates in the
4 geographical area in which the action is pending. *Bihun v. AT&T Information System* (1993) 13
5 Cal.App.4th 976, 997. Finally, a “multiplier” is selected with reference to the following factors: (1)
6 the novelty and difficulty of issues involved, (2) the skill displayed in presenting them, (3) the extent
7 to which the nature of the litigation precluded other employment by the attorneys, and (4) the
8 contingent nature of the fee award, based on the uncertainty of prevailing on the merits and of
9 establishing eligibility for the award. *Serrano, supra*, 20 Cal.App.3d at 49.

10 32. Plaintiff’s Counsel charges rates commensurate with the prevailing market rates in the
11 Los Angeles area for attorneys of comparable experience and skill handling complex litigation.

12 33. As for the *Serrano* factors, all militate in favor of the requested fee award. This case
13 raised a number of complex and contested issues, and Plaintiff’s Counsel exhibited skill and
14 creativity in prosecuting and presenting them. Chief among these was the law relating to meal and
15 rest periods, and failure to pay class members final wages.

16 34. Plaintiff’s Counsel spent substantial time on this matter. Aside from drafting the initial
17 complaint, Plaintiff’s Counsel conducted informal discovery, reviewed and analyzed time and pay
18 records, employment handbooks, Plaintiff’s personnel file, relevant policies, and other
19 documentation, researched the applicable law and potential defenses, constructed damage models
20 based on interpretations of California law, reviewed information provided by Defendant at the
21 mediation, engaged in meet and confer efforts with Defendant, drafted and revised the Memorandum
22 of Understanding and Settlement Agreement, and drafted this Motion. Plaintiff’s Counsel
23 conservatively estimates that it invested at least **88.4** hours of attorney time in this matter. To provide
24 the Court with an overview of the work done by Plaintiff’s Counsel in this case, Plaintiff’s Counsel’s
25 contemporaneous time records substantiating the 88.4 hours worked is attached hereto as **Exhibit 4**.
26 This detailed summary is intended to provide the Court with sufficient detail of the tasks performed
27 in connection with specific motions, events, or phases that track the progress of the litigation from
28 our initial investigation through settlement.

35. I have invested at least 5.2 hours for a total of \$5,434.00 in attorneys' fees (\$1,045/hr x 5.2 hours = \$5,434.00). Senior Attorney Roman Shkodnik invested approximately 20 hours for a total of \$20,900.00 (\$1,045/hr x 20 hours = \$20,900.00). Associate Attorney Emma Geesaman invested approximately 15.3 hours for a total of \$7,267.50 in attorneys' fees (\$475/hr x 15.3 hours = \$7,267.50). Associate Attorney Mason Doidge invested approximately 30.7 hours for a total of \$14,582.50 in attorneys' fees (\$475/hr x 30.7 hours = \$14,582.50). Associate Attorney Arianna N. Razi invested approximately 17.2 hours for a total of \$8,170.00 in attorneys' fees (\$475/hr x 17.2 hours = \$8,170.00). Therefore, Plaintiff's Counsel has collectively incurred **88.4** hours and **\$56,354.00** in fees.

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

Attorney/Firm	Total Hours	Total Billables	Costs
Enoch Kim (D.LAW)	5.2	\$5,434.00	\$12,615.62
Roman Shkodnik (D.LAW)	20	\$20,900.00	
Emma Geesaman (D.LAW)	15.3	\$7,267.50	
Mason Doidge (D.LAW)	30.7	\$14,582.50	
Arianna N. Razi (D.LAW)	17.2	\$8,170.00	
Total:	88.4	\$56,354.00	\$12,615.62

37. In light of the foregoing, the Attorneys' Fees request in an amount equal to one-third of the Gross Settlement Amount (\$41,000.00) in this case is well within the bounds that have been established by the above-cited authority.

38. Multiplying the total hours billed by Plaintiff's Counsel to the litigation by their reasonable hourly rates yields a lodestar of \$56,354.00, which is more than the \$41,000.00 in attorneys' fees Plaintiff's Counsel are requesting, therefore eliminating the need to use a multiplier. 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

1 to apply a negative multiplier, it “suggests the negotiated fee award is reasonable and fair valuation
2 of the services rendered to the class by Plaintiff’s Counsel.”].) As such, Plaintiff’s Counsel
3 respectfully request the Court grant their request for \$41,000.00 in attorneys’ fees.

4 **EXPERIENCE AND VIEWS OF COUNSEL**

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

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

14 41. D.Law has litigated and successfully resolved many wage and hour class action cases
15 involving failure to pay wages and derivative Labor Code claims and penalties. See e.g. De La Rosa
16 v. The Coca Cola Company et al. (Superior Court of California in Napa, 17CV000787), Harvey v.
17 Bed Bath & Beyond of California Limited Liability Company (Superior Court of California in
18 Alameda, RG17885153), Paredes v. Bottling Group LLC et. al. (Superior Court of California in
19 Kern), Ramirez v. Harris Ranch Beef Company (Superior Court of California in Fresno,
20 16CECG04103), Gates v. Gate Gourmet, Inc. et. al. (Southern District of California, 16-cv-01084-
21 L-AGS), Hargrave v. Antelope Valley Hospital (Superior Court of California in Los Angeles,
22 BC663252), Ramirez v. Milton Roy et. al. (Superior Court of California in Los Angeles, BC 632
23 276), Hawkins v. AvalonBay Communities (Superior Court of California in Santa Clara,
24 17CV316492), Jones Tharpe et al. v. Sprint Corporation et al. (Superior Court of California in Los
25 Angeles, BC644645), Ortega et al. v. Nestle Waters North America, Inc. et al. (Superior Court of
26 California in Los Angeles, BC623610), Schultz v. Jimbo’s Natural Family, Inc. (Superior Court of
27 California in San Diego, 37-2017-00022348-CUE-OE-CTL), Ambrose v. Victor Valley Global et al.
28 (Superior Court of California in San Bernardino, CIVDS1709289), Puerta-Gildardo v. Real Time

1 Staffing Services LLC et. al. (Superior Court of California in Los Angeles, BC565445), Vargo v.
2 Pregis Innovative Packaging LLC (Superior Court of California in Tulare, 270836), Conlin v. Aegis
3 Senior Communities LLC (Northern District of California, 17-cv-05534-LHK), Galarza v.
4 Kloeckner Metals Corporation (Central District of California, 2:17-cv-04910-FMO), Estes v. L3
5 Technologies, Inc. et al. (Southern District of California, 3:17-cv-02356-H-JMA), Rowser v. Trunk
6 Club, Inc. (Central District of California, 2:17-cv-05064-DSF-RAO), Leach v. The Claremont
7 Colleges, Inc. (Superior Court of California in Los Angeles, BC686451), Vaesau v. PCT Enterprises,
8 Inc. dba Precision Cabinets (Superior Court of California, County of Contra Costa MSC18-02404),
9 Terry v. TF Louderback, Inc. dba Bay Area Beverage Company (Superior Court of the State of
10 California, County of Contra Costa, MSC18-00859), Roach v. Westcare California, Inc. (Superior
11 Court of California in Kern County, BCV-17-102367-SDS), Patton v. Church & Dwight Co., Inc.
12 (Central District of California, EDCV 18-903-MWF (KKx)), Juarez v. ISL Employees, Inc.
13 (Superior Court of California in Madera, MCV074787), Ferraro v. USC Verdugo Hill s Hospital, et
14 al. (Superior Court of California in Los Angeles, 18STCV09463), Ford v. Account Control
15 Technology, Inc., et al. (Superior Court of California in Los Angeles, 19STCV09369), Ornelas v.
16 iStorage, et al. (Superior Court of California in San Francisco, CGC-18-571421), Martinez v.
17 Ronpak, Inc. (Superior Court of California in Riverside, RIC1901307), Barrera et al. v. Exclusive
18 Wireless, Inc. (Superior Court of California in Stanislaus, 9000687), Barajas v. Mancha
19 Development Company LLC (Superior Court of California in Orange County, 30-2018-00974707-
20 CU-OE-CXC), Prado v. IMAX Corporation dba IMAC Worldwide Home (Superior Court of
21 California in San Bernardino, CIVDS1820265), Rodriguez v. ND Industries, Inc. (Superior Court of
22 California in Los Angeles, 19STCV38096), Singletary v. Motel 6 Operating LP, et al. (Southern
23 District of California, 3:20-cv-0270-LAB-AHG), Quizon v. CF Watsonville East, LLC, et al.
24 (Superior Court of California in Santa Cruz, 20CV01868), Stephenson v. Bakersfield Dodge, Inc.
25 (Superior Court of California in Kern, BCV-20-102693), Bacerra v. Hugo Boss Retail, Inc. (Superior
26 Court of California in San Diego, 37-2021-00002933-CU-OE-CTL), Walker v. Ariat International,
27 Inc. (Superior Court of California in Alameda, HG19026439), Orr v. Petvet Care Centers (California)
28 Inc. (Superior Court of California in Santa Clara, 19CV354063), Jimenez v. OEC Distribution

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

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

14 43. Roman Shkodnik is a senior attorney at D.Law, Inc. and received his Bachelor of Arts
15 in history and political science from the University of California, Los Angeles, in 2007. He then
16 earned his Juris Doctorate from Loyola Law School in May of 2011. Upon graduating from law
17 school, he has exclusively focused my practice on representing employees including in wage-and-
18 hour class actions. During his career, he has represented employees in over 100 wage-and-hour class
19 action lawsuits as lead or co-lead counsel (including in the Central, Southern, Eastern and Northern
20 Districts of California), and he has obtained six and seven figure settlements against a range of
21 defendants, including Fortune 500 companies. These cases have involved the gamut of wage-and-
22 hour claims, including claims for failure to pay minimum wages, unpaid wages and overtime,
23 inaccurate pay statements, and failure to pay timely wages – similar to claims at issue in the present
24 matter.

25 44. Emma Geesaman is an associate attorney at D.Law, Inc. She received her Bachelor of
26 Arts in political science from Boston University in 2019. She then earned her Juris Doctorate from
27 Case Western Reserve University Law School in May of 2023. Upon graduating from law school,
28 she has exclusively focused her practice on representing employees including in wage-and-hour

1 cases.

2 45. Attorney Mason Doidge received his bachelor's degree from Eastern Washington
3 University in March 2019, and earned his Juris Doctorate from the University of California, Irvine
4 School of Law in May 2023. He has been practicing law at D.Law, Inc. since August 2024, focusing
5 exclusively in the area of employment law and has been involved in numerous cases in all aspects
6 from pre-filing through settlement, including California and Federal wage and hour class actions.

7 46. Arianna Razi is an associate attorney at D.Law, Inc. and received her bachelor's degree
8 from the University of California, Davis in 2020, and her Juris Doctorate degree from Loyola Law
9 School, Los Angeles in 2024. Since starting her professional career, she has focused on plaintiff's
10 side employment law and has been appointed as class and PAGA counsel in other wage and hour
11 settlements in California state court.

12 47. The collective experience of the D.Law attorneys in litigating employment wage and
13 hour matters has been integral in identifying legal issues, evaluating the strengths and weaknesses of
14 a case, and generally negotiating fair and reasonable class and representative action settlements. This
15 experience is helpful in assessing the reasonableness of settlements such as the one at issue here.

16 48. In sum, Plaintiff's Counsel are experienced in employment class action and PAGA
17 litigation and are adequate to represent the proposed Aggrieved Employees in the instant action.

18 **PLAINTIFF'S SERVICE AS PAGA REPRESENTATIVE**

19 49. Plaintiff served the interests of the Aggrieved Employees well by performing
20 considerable services on behalf of those similarly aggrieved since he first searched for an attorney,
21 collected and gathered the requested documents and information, met with his attorneys, and made
22 himself available every time Plaintiff's Counsel called about Defendant's policies and procedures
23 produced in informal discovery or discussed during conversations with opposing counsel or raised
24 in pleadings filed in this matter. Plaintiff continued to be engaged in settlement negotiations that
25 were ultimately required to reach a settlement in this case. Further, Plaintiff does not have any
26 interests that are adverse to those of the Aggrieved Employees.

27 **SETTLEMENT ADMINISTRATION AND NOTICE**

28 50. The Parties agreed to use Apex as the third-party settlement administrator in this case.

1 Apex will be responsible for updating Aggrieved Employees' addresses, mailing a notice of
2 Settlement, and calculating and distributing the settlement checks, among other duties. Apex capped
3 its fees at \$4,990.00 for administering the Settlement and based on Plaintiff's Counsel's experience
4 in other class and PAGA settlements, Apex's costs for administering this Settlement are fair and
5 reasonable.

6 51. The Settlement Administrator will mail the Individual PAGA Payment along with an
7 explanatory letter providing notice of the Settlement and release of claims to Aggrieved Employees.
8 The explanatory letter includes, among other things, an explanation of PAGA, a description of the
9 allegations in the Action and the scope of released claims, and a statement of the Gross Settlement
10 Amount and payment allocations from the Gross Settlement Amount.

11 SUMMARY

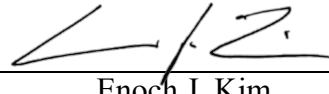
12 52. The Settlement was reached as a result of arm's-length negotiations and have been, at all
13 times, adversarial and non-collusive in nature. The Parties recognize the expense and length of
14 continued proceedings necessary to litigate their disputes through trial and through any possible
15 appeals. Plaintiff has also taken into account the uncertainty and risk of the outcome of further
16 litigation, and the difficulties and delays inherent in such litigation. Plaintiff and Plaintiff's Counsel
17 are also aware of the burdens of proof necessary to establish liability for the claims asserted in the
18 Action, both generally and in response to Defendant's compelling defenses thereto, and the
19 difficulties in establishing damages for the Aggrieved Employees. Based on the foregoing, Plaintiff
20 and Plaintiff's Counsel have determined that the Settlement set forth in the Settlement Agreement is
21 a fair, adequate and reasonable settlement, and is in the best interests of the Aggrieved Employees.

22 53. On September 17, 2025, my office submitted the proposed Settlement and the Motion to
23 the LWDA. Attached hereto as **Exhibit 5** is a true and correct copy of the confirmatory email my
24 office received from the LWDA after the submission of the Settlement.

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

27 55. I declare under penalty of perjury under the laws of the State of California that the
28 foregoing is true and correct.

Executed this 17th day of September 2025, at Glendale, California.



Enoch J. Kim

EXHIBIT 1

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

This Private Attorneys General Act Settlement Agreement and Release (“Settlement Agreement” or “Settlement”) is entered into by, between, and among Plaintiff Jose Magdaleno (“Plaintiff”) and Defendant San Pedro Convalescent Home, Inc. dba Los Palos Convalescent Hospital (“Defendant” or “Los Palos”), subject to approval by the Court. The term “Party” or “Parties” as used herein shall refer to Plaintiff, Defendant, or any of them, as may be appropriate.

I. DEFINITIONS

The following terms, when used in this Settlement Agreement, shall have the following meanings:

1. “Action” means the matter entitled as Jose Magdaleno v. San Pedro Convalescent Home, Inc. dba Los Palos Post-Acute Care Center, et al., Los Angeles Superior Court Case No. 24STCV16244, as amended (the “Complaint”), and Plaintiff’s June 20, 2024 notice to the LWDA asserting claims for civil penalties under the Labor Code Private Attorneys General Act (“PAGA”), and any amendments thereto (the “PAGA Notice”), collectively.

2. “Aggrieved Employees” consist of all current and former non-exempt hourly employees who worked at least one pay period for Los Palos in California at any time during the PAGA Period from June 20, 2023 through March 31, 2025.

3. “Complaint” means the Complaint entitled Jose Magdaleno v. San Pedro Convalescent Home, Inc., dba Los Palos Post-Acute Care Center, et al., Los Angeles County Superior Court Case No. 24STCV16244, as amended.

4. “Court” means the Superior Court of the State of California for the County of Los Angeles.

5. “Defendant” mean Defendant San Pedro Convalescent Home, Inc. dba Los Palos Convalescent Hospital (“Los Palos”).

6. “Defense Counsel” means James A. Bowles of Hill, Farrer & Burrill LLP.

7. “Effective Date” means the latter of: (a) the Court’s approval of the Settlement; or (b) the final resolution of any appeal that has been filed.

8. “Gross Settlement Amount” is the non-reversionary sum of one hundred and twenty-three thousand dollars and zero cents (\$123,000.00), which represents the total amount payable under this Settlement Agreement by Defendant, including, without limitation, Individual PAGA Payments (as defined below) to all Aggrieved Employees, payment to the LWDA, payment of Plaintiff’s attorneys’ fees and costs, and payment to the Settlement Administrator for administration costs.

9. “Individual PAGA Payment” means the amount to be paid to each Aggrieved Employee based on the formula described herein.

10. “Judgment” means the judgment entered by the Court based upon the approval of the Settlement.

11. “LWDA” means the California Labor and Workforce Development Agency.

12. “Net Settlement Amount” is the amount remaining to distribute to the LWDA and Aggrieved Employees after the following amounts, if approved by the Court, are subtracted from the Gross Settlement Amount: (a) settlement administration costs not to exceed \$4,990; (b) Plaintiff’s attorneys’ fees of \$41,000; and (c) reimbursement of actual attorneys’ litigation costs and expenses not to exceed \$25,000.

13. “PAGA” means the California Labor Code Private Attorneys General Act, California Labor Code § 2698, *et seq.*

14. “PAGA Notice” means Plaintiff’s letter dated June 20, 2024 and any amendments thereto, to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd. (a).

15. “PAGA Period” means the time period from June 20, 2023 through March 31, 2025.

16. “Parties” means Plaintiff and Defendant, collectively.

17. “Plaintiff” means Jose Magdaleno, the named Plaintiff in the Action.

18. “Plaintiff’s Counsel” means David Yeremian, Roman Shkodnik, and Mason Doidge of D.Law, Inc.

19. “Released Claims” means that, upon Court approval of the Settlement and entering of judgment thereon, Plaintiff on behalf of himself, and the State of California and Aggrieved Employees will fully and finally release and discharge Defendant and the Released Parties from any and all claims, rights, demands, liabilities and causes of action that arose during the PAGA Period for civil penalties that were alleged or reasonably could have been alleged under the operative complaint in the Action, based on the factual allegations pleaded in the Action and the PAGA Notice arising during the PAGA Period, including, without limitation the following claims: (1) minimum wages; (2) unpaid overtime; (3) failure to properly calculate the regular rate of pay; (4) failure to provide meal and rest periods and pay penalties in lieu thereof; (5) failure to pay wages upon termination; (6) failure to pay vacation wages; (7) failure to provide accurate wage statements; (8) violation of Labor Code §§ 245 and 246; (9) failure to keep required payroll records; (10) failure to produce requested employment records, and any related claims for attorneys’ fees, costs, or interest resulting therefrom.

20. “Released Parties” means Defendant San Pedro Convalescent Home, Inc. dba Los Palos Convalescent Hospital and its former, present, and future owners, parents, subsidiaries, affiliates, officers, directors, members, managers, employees, consultants, partners, shareholders, joint venturers, agents, predecessors, successors, assigns, attorneys, accountants, insurers, or legal representatives.

21. “Settlement Administrator” means Apex Class Action Administration (“Apex”), the mutually agreeable, neutral settlement administrator that the Parties agree to appoint to administer the Settlement for all purposes, subject to approval by the Court.

II. RECITALS

This Settlement Agreement is made with reference to the following facts:

1. Plaintiff is a former employee of Defendant, who was employed by Los Palos from January 6, 2023 through September 5, 2023.

2. Plaintiff’s Counsel submitted the PAGA Notice dated June 20, 2024 on behalf of Plaintiff to the LWDA and Defendant, pursuant to the Private Attorneys General Act of 2004, California Labor Code section 2698, *et seq.* (“PAGA”) of Plaintiff’s intent to seek civil penalties under PAGA for alleged violations of California Labor Code sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 227.3, 245 *et seq.*, 246, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1198, 2698, and 2699 *et seq.*, Industrial Welfare Commission Wage Orders, and California Business and Professions Code sections 17200 *et seq.*

3. On June 28, 2024, Plaintiff filed a putative class action Complaint against Defendant, entitled Jose Magdaleno v. San Pedro Convalescent Home Inc. etc., et al., Los Angeles County Superior Court Case No. 24STCV16244. Magdaleno filed his first amended class action Complaint, adding a putative representative PAGA cause of action, on August 26, 2024. Magdaleno subsequently agreed to dismiss his class action claims and the Court issued a minute order recognizing Magdaleno’s agreement to dismiss his class action claims on September 19, 2024.

4. The Parties agree that Plaintiff’s representative PAGA claims against Defendant Seacrest Convalescent Hospital, Inc. dba Seacrest Post-Acute Care Center (“Seacrest”) are barred by a separate settlement reached in Carol Bodden Guerrero v. Seacrest Post-Acute Care Center, Los Angeles Superior Court Case No. 21LBCV00492 (“Guerrero”), because the PAGA settlement in Guerrero covered the entire period Plaintiff was employed by Seacrest. The PAGA settlement described herein will therefore apply only to Los Palos, but as part of the PAGA settlement, Plaintiff will dismiss his representative PAGA claims against Seacrest without prejudice.

5. Defendant provided Plaintiff’s Counsel with information and documents pertaining to Plaintiff and other Aggrieved Employees for Plaintiff’s Counsel to investigate Plaintiff’s allegations and analyze the claims prior to mediation.

6. On April 8, 2025, the Parties participated in mediation of the Action with mediator Lonnie Giamela. With the assistance of the mediator, the Parties agreed to fully and finally resolve the Action in its entirety.

7. The Parties, Plaintiff’s Counsel, and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement, other than as set forth herein.

III. OPERATIVE TERMS OF SETTLEMENT AGREEMENT

The Parties agree as follows:

1. **Gross Settlement Amount.** The Parties agree to settle the Action for the non-reversionary amount of one hundred and twenty-three thousand dollars and zero cents (\$123,000.00).

2. **Escalator Clause.** Defendant Los Palos represents that there are approximately 4,100 pay periods worked by Aggrieved Employees in California ("Affected Pay Periods") from June 20, 2023 through March 31, 2025. If the actual number of Affected Pay Periods from June 20, 2023 through March 31, 2025 is more than 10% greater than this number (i.e., if there are more than 4,510 Affected Pay Periods from June 20, 2023 through March 31, 2025), Defendant Los Palos will increase the GSA in proportion to the increase in Affected Pay Periods over 4,100 (e.g., if the number of Affected Pay Periods from June 2, 2023 through March 31, 2025 is 12% greater than 4,100, Defendant Los Palos will increase the GSA by 2%). If this provision is triggered, the Parties agree that the portion of the GSA allocated to attorneys' fees will increase proportionally such that the total amount of Plaintiff's Attorney's Fees (as defined below) remains one-third of the GSA after the upward adjustment required by this provision is implemented.

3. **Net Settlement Amount.** The Parties agree that the following amounts should be subtracted from the Gross Settlement Amount, if approved by the Court, resulting in a Net Settlement Amount to distribute to the LWDA and Aggrieved Employees:

a. **Administration Costs.** Defendant will not oppose a request for the Settlement Administrator's costs, in an amount not to exceed \$4,990, for administering the Settlement. In the event the Court approves a payment of less than this amount, the difference will be added to the Net Settlement Amount. Defendant Los Palos, via the Settlement Administrator, will report this payment on IRS Form 1099 issued to the Settlement Administrator.

b. **Plaintiff's Attorneys' Fees and Costs.** Defendant will not oppose Plaintiff's request for attorneys' fees of up to 1/3 of the settlement currently estimated at \$41,000, and costs and expenses not to exceed \$25,000. In the event the Court approves payments of less than these amounts, the difference will be added to the Net Settlement Amount. Defendant Los Palos, via the Settlement Administrator, will report these payments on IRS Form 1099 issued to Plaintiff's Counsel. Except as specifically provided herein, Defendant shall not be liable for costs or attorneys' fees regarding the PAGA released claims.

4. **Allocation of Net Settlement Amount.** The Net Settlement Amount shall be paid (i) 65% to the LWDA and (ii) 35% to the Aggrieved Employees, pursuant to Labor Code § 2699(m), divided amongst Aggrieved Employees based on each Aggrieved Employee's respective number of pay periods worked for Defendant in California during the PAGA Period. The payments to Aggrieved Employees are entirely civil penalties.

The Parties further agree that, should the Court deny approval of the Settlement based on the allocation of the Gross Settlement Amount or the Net Settlement Amount, the Parties agree to renegotiate in good faith to obtain approval of the Settlement.

5. **PAGA Released Claims.** Upon the Effective Date and payment of all funds under this Settlement, Aggrieved Employees (including Plaintiff) and the State of California (including the LWDA) will be forever barred from pursuing any and all PAGA Released Claims defined in Section 1.19 herein. This release of claims expressly excludes any non-PAGA claims held individually by Aggrieved Employees. Plaintiff has/will release his individual claims against Defendant Los Palos and Seacrest pursuant to a separate individual settlement agreement.

6. **Covenants and Representations by Plaintiff.**

a. Plaintiff represents and warrants that he has not assigned or transferred or purported to assign or transfer to any person or entity, any claim or portion thereof, or interest therein, which is or may be subject to this Settlement Agreement.

b. Plaintiff acknowledges that he has read this Settlement Agreement, that he fully understands his rights, privileges and duties under the Settlement Agreement, and enters into this Settlement Agreement freely and voluntarily. Plaintiff further acknowledges that he has had the opportunity to consult with his attorneys to explain the terms of this Settlement Agreement and the consequences of signing this Settlement Agreement.

7. **Confidentiality.** To the extent permitted by law, all agreements made, including the agreement that information and documents produced in informal discovery for mediation shall remain confidential to the extent they are not required to be disclosed to the Court for Court approval of the Settlement, and orders entered during the Action and in this Settlement Agreement relating to the confidentiality of information shall survive the execution of this Settlement Agreement. The Parties further agree that no Party will issue any press release nor other public or non-public representation regarding the settlement other than as necessary to obtain Court approval and effectuate the terms of the Settlement. The Parties and their counsel agree that they will not initiate or have any contact with the press, respond to any press inquiry, or have any communication with the press about this case.

8. **Obligation of Plaintiff's Counsel to Submit Settlement to the LWDA.** To permit judicial review and approval of the PAGA Payment, as required by Labor Code section 2698, *et seq.*, Plaintiff's Counsel will file this Settlement Agreement with the Court and submit the Settlement to the LWDA as part of the Parties seeking court approval of the Settlement Agreement, per Labor Code section 2698(l).

9. **Filing of Joint Stipulation of Settlement by Plaintiff's Counsel.** Plaintiff's Counsel shall be responsible for preparing the Joint Stipulation for Approval of the Settlement ("Stipulation") and for providing Defense Counsel with a sufficient opportunity to propose revisions to the Stipulation prior to filing. Plaintiff's Counsel will file the Stipulation, which is mutually agreed to by the Parties, as soon as practicable. Plaintiff's Counsel will serve the Stipulation on Defense Counsel. Pursuant to California Labor Code section 2698, *et seq.*, Plaintiff's Counsel and Defense Counsel shall undertake all required submissions and disclosures to the Court to obtain approval of the Settlement. The Stipulation and order approving the Settlement shall include a provision that all claims against Los Palos in the Action are dismissed with prejudice, and all claims against Seacrest are dismissed without prejudice, which shall constitute a final and binding resolution of Plaintiff's claims alleged in the Action.

Should the Court not allow approval of the Settlement by Stipulation, Plaintiff's Counsel shall be responsible for preparing and filing a motion for Court approval of the Settlement. Plaintiff's counsel shall provide Defense Counsel with a sufficient opportunity to propose revisions to the motion prior to its filing with the Court.

10. **Termination of Settlement Agreement.** If the Court does not approve the Settlement, if the Court does not enter judgment as provided for in this Settlement Agreement, or if appellate review is sought and, on such review, the Court's decision is materially modified or reversed, or if one or more of the material terms of the Settlement Agreement is not approved or is materially modified or reversed or found to be invalid, then either of the Parties shall have the right within 10 days of written notice thereof to elect to terminate the Settlement Agreement, in which case the Settlement Agreement shall have no force or effect, and the Parties shall be deemed to have reverted to their respective statuses as of the date and time immediately prior to the execution of this Settlement Agreement. However, if the Court declines to approve the Settlement Agreement as drafted, the Parties agree to attempt in good faith to amend the Settlement Agreement to resolve the Court's concerns with the Settlement Agreement, before either Party terminates the Settlement Agreement.

11. **Judgment.** As part of the Stipulation or motion to approve the Settlement, Plaintiff shall submit a proposed order and judgment which enters judgment in the Action in accordance with the terms of the Settlement Agreement and retains jurisdiction over the Action for the purpose of enforcing the terms of the Settlement Agreement following approval of the Settlement. After approval is received, a Judgment will be entered whereby Plaintiff, the State of California and its LWDA, and each of the Aggrieved Employees shall take nothing from Defendant or Seacrest except as otherwise expressly set forth in the Settlement Agreement and approval Order. The approval Order and Judgment shall bar Plaintiff, all Aggrieved Employees, and the State of California and its LWDA from filing or continuing to prosecute any civil action asserting any of the Released Claims against Defendant and all the Released Parties. The Judgment shall also bar any other person or allegedly aggrieved employee acting on behalf of the State of California and its LWDA from seeking or recovering any civil penalty provided by Labor Code section 2699(a) or (f), from Defendant or any of the Released Parties based on any act or omission alleged in the Action or in the PAGA Notice, for any violation of the Labor Code occurring through the end of the PAGA Period.

IV. ADMINISTRATION OF SETTLEMENT

1. **Settlement Administrator.** The Parties agree to use Apex as the neutral, mutually agreeable settlement administrator to handle the administration of this settlement for all purposes, subject to Court approval.

2. **Provision of Information for Aggrieved Employees.** Within forty-five (45) calendar days after the Effective Date, Defendant Los Palos shall provide the Settlement Administrator with information for Aggrieved Employees. Defendant Los Palos will in good faith compile from its payroll records a list of Aggrieved Employees and shall include each Aggrieved Employee's full name, last known mailing address, total Affected Pay Periods worked during the PAGA Period, and Social Security numbers to the extent available from Los Palos'

records. The Settlement Administrator will maintain the list in confidence, and access shall be limited to those with a need to use the list as part of the administration of the Settlement.

3. **Payment of the Gross Settlement Amount.** Payment of the GSA shall be made by Defendant Los Palos to the Settlement Administrator in two installments as follows: (1) fifty percent (\$61,500.00) within thirty (30) days of court approval of the Settlement; and (2) fifty percent (\$61,500.00) within sixty (60) days of court approval of the Settlement. Payments to the Aggrieved Employees (including Plaintiff), the LWDA, and Plaintiff's Counsel shall be made by the Settlement Administrator within twenty-one (21) days of the GSA being fully funded.

4. **Notification of the LWDA.** Plaintiff agrees that counsel for Plaintiff will notify the LWDA of the Settlement at the same time the Settlement is submitted to the Court for approval, seek approval of the Settlement, and perform any and all statutory tasks as required by law.

5. **Explanatory Letter and Individual PAGA Payments.** Upon receipt of the information for Aggrieved Employees, the Settlement Administrator will perform a search on the National Change of Address database to update the Aggrieved Employees' addresses. Within twenty-one (21) calendar days after the Gross Settlement Amount has been fully funded, and after receiving approval from counsel of the payment calculations as provided above, the Settlement Administrator shall mail copies of an explanatory letter in the form attached as "Exhibit A," in English and Spanish, along with Individual PAGA Payments to all Aggrieved Employees via regular First-Class U.S. Mail.

The Settlement Administrator will calculate the amount to be received by each Aggrieved Employee, which will be based on the formula set forth in Section III.4, *supra*. The Settlement Administrator will send each Aggrieved Employee a check for his or her Individual PAGA Payment along with the explanatory letter, in the form of Exhibit A hereto. Checks will remain negotiable for 180 days. Each Individual PAGA Payment shall be deemed penalties and reported using IRS Form 1099, with no withholdings taken.

6. **Undeliverable Notices.** The Settlement Administrator shall exercise its best judgment to determine the current mailing address for each Aggrieved Employee. The address identified by the Settlement Administrator as the current mailing address shall be presumed to be the best mailing address for each Aggrieved Employee. It will be conclusively presumed that, if an envelope so mailed has not been returned within 30 days of the mailing, the Aggrieved Employee received the explanatory letter and Individual PAGA Payment.

Any checks returned as non-deliverable on or before the check cashing deadline will be sent promptly via regular First-Class U.S. Mail to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator will promptly attempt to determine the correct address using a skip-trace or other search using the name, address or Social Security number of the Aggrieved Employee involved and will perform up to a single re-mailing if a new address is located.

Funds represented by checks returned as undeliverable after a re-mailing, checks for whom the Settlement Administrator could not locate an updated address after performing a skip

trace, and funds represented by checks remaining un-cashed for more than 180 days after issuance (collectively, "Uncashed Checks"), will be deposited by the Settlement Administrator with the California State Controller to be deposited in the Unclaimed Property Fund, in the name of the Aggrieved Employee.

7. **Distribution of Payments.** Within twenty-one (21) calendar days of the Gross Settlement Amount being fully funded, the Settlement Administrator shall issue payments to: (1) Aggrieved Employees; (2) the LWDA; (3) the Settlement Administrator for Court-approved administration costs incurred in connection with the Settlement; and (4) Plaintiff's Counsel for Plaintiff's Counsel's Court-approved attorneys' fees and costs.

8. **Accounting.** Within 45 days after all payments have been made under the Settlement, the Settlement Administrator will provide an accounting under oath to the Parties of the amounts paid from the Settlement.

9. **Tax Consequences.** Neither Plaintiff nor Defendant, nor counsel for either of the Parties, makes any representations or warranties with respect to tax consequences of any payment under this Settlement Agreement.

10. **No Further Obligation.** The payment of Individual PAGA Payments shall not oblige Defendant to confer any additional benefits or make any additional payments to the Aggrieved Employees (such as 401(k) contributions or bonuses) beyond those specified in this Settlement Agreement.

V. MISCELLANEOUS PROVISIONS

1. **No Admission of Liability.** Nothing in this Settlement Agreement shall be construed to be an admission by Plaintiff that his claims do not have merit, or by Defendant of any liability or wrongdoing as to Plaintiff, Aggrieved Employees, or any other person, and Defendant specifically disclaims any such liability or wrongdoing. Defendant does not admit to liability or to the suitability of this case for representative litigation other than for purposes of settlement. The Parties have entered into this Settlement Agreement with the intention to avoid further disputes and litigation with the attendant inconvenience, expenses, and risks. This Settlement Agreement and any related court documents or orders are not, and may not be cited or admitted as, evidence of liability. If the Court does not grant approval of this settlement, then the Parties revert to their previous positions and Defendant will contend that a representative action is not appropriate.

2. **Drafting.** The Parties agree that the terms and conditions of this Settlement Agreement are the result of lengthy, intensive, arm's-length negotiations between the Parties and that neither Party shall be considered the "drafter" of this Settlement Agreement for purposes of having terms construed against that Party.

3. **Successors.** This Settlement Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, trustees, executors, administrators and successors.

4. **Costs and Fees.** The Parties shall each bear their own costs, attorneys' fees, mediator fees and other fees incurred in connection with this Settlement Agreement, the Action, and Plaintiff's claims, except as otherwise set forth specifically herein.

5. **Governing Law.** This Settlement Agreement shall be construed under and governed by the laws of the State of California. This Settlement Agreement shall be deemed to have been entered into in Los Angeles, California, and all questions of validity, interpretation or performance of any of its terms or of any rights or obligations of the Parties to this Settlement Agreement shall be governed by California law. If any legal or equitable action or arbitration is necessary to enforce the terms of this Settlement Agreement, it shall be brought in the State of California, County of Los Angeles.

6. **Complete Agreement.** The Parties each acknowledge and represent that no promise or representation not contained in this Settlement Agreement has been made to them and acknowledge and represent that this Settlement Agreement contains the entire understanding between them and contains all terms and conditions pertaining to the compromise and settlement of the claims in the Action.

7. **Nullification of Settlement Agreement.** In the event that: (i) the Court does not approve the Settlement as provided herein; or (ii) the Settlement does not become final for any other reason, then this Settlement Agreement and any documents generated to bring it into effect, will be null and void, and the Parties will be returned to their respective positions before the Settlement was executed.

8. **Judgment and Continued Jurisdiction.** After approval of this Settlement, the Court will have continuing jurisdiction solely for purposes of addressing: (i) the interpretation and enforcement of the terms of the settlement, (ii) settlement administration matters, and (iii) such post-Judgment matters as may be appropriate under court rules or as set forth in this Settlement Agreement.

9. **Amendment or Modification.** This Settlement Agreement may be amended or modified only by a written instrument, signed by either the Parties or their successors-in-interest or counsel for all Parties.

10. **Authorization to Enter into Settlement Agreement.** Counsel for all Parties warrant and represent that they are expressly authorized by the Parties whom they represent to negotiate this Settlement Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant to this Settlement Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Settlement Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to affect the implementation of the Settlement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement, any such disputes shall be presented to the mediator, Lonnie Giamela, to resolve such disagreement.

11. **Execution and Counterparts.** This Settlement Agreement is subject only to the execution of all Parties. However, the Settlement Agreement may be executed in one or more

counterparts. All executed counterparts, and each of them, including facsimile, and scanned copies of the signature page, will be deemed to be one and the same instrument.

12. **Acknowledgement that the Settlement is Fair and Reasonable.** The Parties believe this Settlement Agreement is a fair, adequate, and reasonable settlement of the Action, and have arrived at this Settlement after arm's-length negotiations by experienced counsel. The Parties further acknowledge that they are each represented by competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness and reasonableness of this Settlement.

13. **Invalidity of Any Provision.** Before declaring any provision of this Settlement Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible consistent with applicable precedents, so as to define all provisions of this Settlement Agreement valid and enforceable.

14. **Severability.** If any term or provision of this Settlement Agreement is held to be invalid or unenforceable, the remaining portions of this Settlement Agreement will continue to be valid and will be performed, construed and enforced to the fullest extent permitted by law, and the invalid or unenforceable term will be deemed amended and limited in accordance with the intent of the Parties, as determined from the face of the Settlement Agreement, to the extent necessary to permit the maximum enforceability or validation of the term or provision.

15. **Waiver.** No waiver of any condition or covenant contained in this Settlement Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute a further waiver by such Party of the same or any other condition, covenant, right or remedy.

16. **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 Agreement 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 attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement actions.

17. **Representation by Counsel.** The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and this Settlement Agreement has been executed with the consent and advice of counsel and reviewed in full.

18. **Cooperation and Execution of Necessary Documents.** All Parties will cooperate in good faith and execute all documents to the extent reasonably necessary to effectuate the terms of this Settlement Agreement.

19. **Binding Agreement.** The Parties warrant that they understand and have full authority to enter into this Settlement and further intend that this Settlement Agreement will be fully enforceable and binding on all Parties and agree that it will be admissible and subject to

disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply under federal or state law.

IN WITNESS THEREOF, the Parties each acknowledge that he/it has read the foregoing Settlement Agreement, accepts, and agrees to the provisions contained in this Settlement Agreement and hereby executes it voluntarily and with full understanding of its consequences.

Date: 7/22/2025, 2025

Signed by:

55D6A14768604DD
Jose Magdaleno

Los Palos Convalescent Hospital

Date: _____, 2025

By _____
Name: _____
Title: _____

Approved as to form.

D.Law, Inc.

Date: July 23, 2025


Roman Shkodnik
Mason Doidge
Attorneys for Plaintiff Jose Magdaleno

HILL, FARRER & BURRILL LLP

Date: _____, 2025

James A. Bowles
Attorneys for Defendants Los Palos Convalescent
Hospital and Seacrest Post-Acute Care Center

disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply under federal or state law.

IN WITNESS THEREOF, the Parties each acknowledge that he/it has read the foregoing Settlement Agreement, accepts, and agrees to the provisions contained in this Settlement Agreement and hereby executes it voluntarily and with full understanding of its consequences.

Date: _____, 2025

Jose Magdaleno

Los Palos Convalescent Hospital

Date: 07/22/2015, 2025

By: [Signature]
Name: Josefina de la Cruz
Title: Administrator

Approved as to form.

D.Law, Inc.

Date: _____, 2025

Roman Shkodnik
Mason Doidge
Attorneys for Plaintiff Jose Magdaleno

HILL, FARRER & BURRILL LLP

Date: 7/24/25, 2025

[Signature]
James A. Bowles
Attorneys for Defendants Los Palos Convalescent
Hospital and Seacrest Post-Acute Care Center

Exhibit A

<<Mailing Date>>

[(INSERT NAME OF SETTLEMENT ADMINISTRATOR) LETTERHEAD]

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

Re: Settlement Payment from Los Angeles County Superior Court Case No. 24STCV16244

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

Enclosed you will find a check made payable to you. This is your payment from the court-approved settlement of the lawsuit entitled *Jose Magdaleno v. Los Palos Convalescent Hospital, et al.*, Los Angeles Superior Court Case No. 24STCV16244 (the “Action”). The court approved the settlement on _____, 2025.

Apex Class Action Administration is the third-party administrator who has been appointed by the court to administer the settlement.

The Action was filed against Los Palos Convalescent Hospital (“Los Palos”) pursuant to the California Labor Code Private Attorneys General Act of 2004, Cal. Lab. Code § 2698 *et seq.* (“PAGA”). The claims were brought on behalf of the State of California and all current and former non-exempt hourly employees who worked at least one pay period for Los Palos in California at any time during the PAGA Period (June 20, 2023 through March 31, 2025). You have been identified as one of the employees on whose behalf the case was brought because you were employed as a non-exempt employee by Los Palos during the PAGA Period.

The Plaintiff in the case claimed that Los Palos owed penalties under PAGA for certain California Labor Code violations. Los Palos denied doing anything wrong and denied owing any penalties. The Parties agreed to resolve the case, and as part of that settlement, Los Palos agreed to pay a certain amount of money categorized as PAGA penalties. The Court has made no ruling on the merits of the Plaintiff’s claims and has determined only that the settlement for the penalties of the PAGA claims is appropriate under California law.

Under the PAGA statute, the penalties are divided between the State and the aggrieved employees. The amount allocated to employees is being distributed on a *pro rata* basis, based on the respective number of pay periods the employee worked for Los Palos during the PAGA Period. The enclosed check represents your portion of the penalties allocated to the employees. You may deposit or cash the check without any further obligation on your part and there is no need for you to contact the settlement administrator, the parties, or the Court.

If you have questions, please contact Apex Class Action Administration at _____ [phone number].

Do not call or write to the Court or Office of the Clerk to ask questions about the settlement.

EXHIBIT 2

June 20, 2024

VIA ON-LINE SUBMISSION ONLY TO:

<https://dir.tfaforms.net/128> (copy by certified mail to all Defendants)

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

San Pedro Convalescent Home, Inc. dba
Los Palos Post-Acute Care Center dba
Los Palos Convalescent Hospital
1430 W 6th Street
San Pedro, CA 90732
Certified Mail Tracking Number: 9414 8112 0620 4779 1050 03

William C. Wilson, Agent for Service
San Pedro Convalescent Home, Inc. dba
Los Palos Post-Acute Care Center dba
Los Palos Convalescent Hospital
12555 High Bluff Dr., Suite 270
San Diego, CA 92130
Certified Mail Tracking Number: 9414 8112 0620 4779 4349 43

Seacrest Convalescent Hospital, Inc. dba
Seacrest Post-Acute Care Center
1416 W 6th Street
San Pedro, CA 90732
Certified Mail Tracking Number: 9414 8112 0620 4779 4386 75

William C. Wilson, Agent for Service
Seacrest Convalescent Hospital, Inc. dba
Seacrest Post-Acute Care Center
12555 High Bluff Dr., Suite 270
San Diego, CA 92130
Certified Mail Tracking Number: 9414 8112 0620 4779 4154 47

**Re: Labor Code § 2698, et seq. Penalties – PAGA Notice Letter to the LWDA
*Magdaleno v. San Pedro Convalescent Home, Inc. dba Los Palos Post-Acute Care
Center dba Los Palos Convalescent Hospital, et al.***



Gentlepersons:

This office represents Plaintiff Jose Magdaleno, (“Plaintiff”) and other similarly situated aggrieved non-exempt employees (collectively “Aggrieved Employees”) for violations of California Labor Code §§ 201, 202, 203, 204, 210, 226, 226.3, 226.7, 227.3, 245 *et seq.*, 246, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1198, 1199, 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”). Plaintiff would like to bring a representative action, pursuant to the Act, on behalf of himself and all other similarly situated Aggrieved Employees, and the State of California, against Defendants, San Pedro Convalescent Home, Inc. dba Los Palos Post-Acute Care Center dba Los Palos Convalescent Hospital; Seacrest Convalescent Hospital, Inc. dba Seacrest Post-Acute Care Center; 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.

We also set forth herein the facts and theories and the California Labor Code violations which Defendants engaged in with respect to Plaintiff and all of their Aggrieved Employees in California. This Notice Letter, addresses in detail numerous violations that subject Defendants to civil and statutory penalties under the Act.

Relevant Facts

Aggrieved Employees were employed by Defendants as non-exempt employees within the state of California within the statutory time period who suffer or suffered from the same wage and hour violations outlined below. Defendants had a common policy and/or practice of failing to pay Aggrieved Employees minimum wages for all hours worked. Specifically, Defendants failed to pay Aggrieved Employees for off-the-clock work, including time spent: (1) waiting to clock-in for shifts and when returning from meal breaks, (2) waiting to be let into the facility, (3) undergoing temperature checks, filling out COVID-19 Questionnaires, and waiting for Rapid COVID test results. Defendants also had a practice and policy of paying Plaintiff and Class Members false bonuses in lieu of hourly wages when they worked additional hours or shifts that were not originally on their schedules.

Additionally, Plaintiff, and upon information and belief the other Aggrieved Employees, were required to work long hours, usually 12 hours per work shift. Plaintiff contends that Defendants failed to pay him at the required overtime rate for all hours over eight in a shift, or over forty in a week, which also impacted when he should have been paid at the double time rate and resulted in underpayment of double time for those hours over twelve worked in a shift.

Because of the foregoing understatement of hours worked, Defendants also failed to pay Plaintiff and Aggrieved Employees proper overtime wages. Plaintiff and Aggrieved Employees



consistently worked in excess of eight (8) hours a day, and/or forty (40) hours a week. However, Plaintiff and Aggrieved Employees were not paid overtime wages for hours worked in excess of 8 hours a day. Moreover, the uncompensated time, discussed above, was worked by Aggrieved Employees in excess of 8 hours a day and/or 40 hours a week, further entitling Aggrieved Employees overtime wages which they were consistently denied, all in violation of Labor Code and applicable Wage Orders.

Additionally, Defendants did not pay Aggrieved Employees the correct overtime rate for the recorded overtime hours that they generated. In addition to an hourly wage, Defendants paid Aggrieved Employees nondiscretionary commissions, incentive pay, shift differentials, and/or nondiscretionary bonuses. However, upon information and belief, Defendants failed to incorporate all remunerations, including nondiscretionary commissions, incentive pay, shift differentials, and/or nondiscretionary bonuses, into the calculation of the regular rate of pay for purposes of calculating the overtime wage rate. Therefore, during times when Aggrieved Employees worked overtime and received nondiscretionary commissions, shift differentials, incentive pay, and/or nondiscretionary bonuses, Defendants failed to pay all overtime wages by paying a lower overtime rate than required.

Additionally, Defendants also paid nondiscretionary commissions, incentive pay, shift differentials, and/or nondiscretionary bonuses to Aggrieved Employees but Defendants failed to include these forms of remuneration in the regular rate of pay from which sick pay and vacation pay were calculated and paid.

Defendants had a common policy and/or practice of denying Plaintiff and Aggrieved Employees proper meal periods. Specifically, Plaintiff and Aggrieved Employees were required to work through their meal periods which they were consistently denied. Also, what meal periods Plaintiff and Aggrieved Employees did take, were consistently less than 30 minutes, taken well after their fifth consecutive hour of work, and were on-duty due to Defendants' policy and practice requiring Aggrieved Employees to remain on-call during meal breaks to respond to emergencies and patient admissions, all in violation of Labor Code and applicable Wage Orders. In addition, Aggrieved Employees were not permitted to leave the premises during meal periods. Similarly, Plaintiff and Aggrieved Employees were required to work in excess of ten (10) hours a day, without ever receiving a second meal compliant period, all in violation of Labor Code and applicable Wage Orders. Defendants also paid nondiscretionary commissions, incentive pay, shift differentials, and/or nondiscretionary bonuses to Aggrieved Employees but Defendants failed to include these forms of remuneration in the regular rate of pay from which premium pay was calculated and paid.

Defendants have consistently failed to provide Plaintiff and Aggrieved Employees with paid rest breaks of not less than 10 minutes for every work period of 4 or more consecutive hours, as required by Labor Code. What rest breaks were provided were on-duty and often interrupted due to Defendants' policy and practice requiring Aggrieved Employees to remain on-call during rest breaks to respond to emergencies and patient admissions. In addition, Aggrieved Employees were not permitted to leave the premises during rest breaks. Defendants also paid



nondiscretionary commissions, incentive pay, shift differentials, and/or nondiscretionary bonuses to Aggrieved Employees but Defendants failed to include these forms of remuneration in the regular rate of pay from which premium pay was calculated and paid.

Defendants consistently failed to issue accurate itemized wage statements as required by Labor Code § 226(a). Specifically, Defendants failed to provide Employees with accurate itemized wage statements in writing, as required by the Labor Code. Defendants failed in their affirmative obligation to keep accurate records of the correct overtime wages based on proper regular rate calculations that included nondiscretionary commissions, incentive pay, shift differentials, and/or nondiscretionary bonuses earned, and the total amount of compensation of Aggrieved Employees. The wage statements provided to Aggrieved Employees also failed to include the total hours worked and failed to accurately set forth all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each such rate. The wage statements provided to Aggrieved Employees were confusing and required Aggrieved Employees to refer to outside sources to verify whether their pay was correct, potentially resulting in a miscalculation by the Aggrieved Employees. Moreover, the wage statements given to Aggrieved Employees failed to accurately account for unpaid wages, overtime, and premium pay for deficiently provided meal periods and rest breaks.

Moreover, Defendants failed to pay Plaintiff and Aggrieved Employees all wages owed at the time of their termination or within seventy-two (72) hours of their resignation as required by Labor Code §§ 201-203. Defendants also consistently failed to pay Aggrieved Employees all wages due on a semi-monthly basis.

Lastly, Defendants failed to produce requested employment records to Plaintiff as required by Labor Code §§ 226 and 1198.

PAGA Claim Details, Legal Bases for Violations and Penalties:

As addressed above, Plaintiff 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.

In California, employees must be paid at least the then applicable state minimum wage for all hours worked, including under Labor Code § 1197, IWC Wage Order MW-2014, and paragraphs 2(K), 2(S), and 4(A)-4(C) of the applicable IWC Wage Orders. Paragraph 2(H) of the applicable IWC Wage Orders defines “Hours Worked” as “the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to



work, whether or not required to do so.” Additionally, pursuant to Labor Code § 204, other applicable laws and regulations, and public policy, an employer must timely pay its employees for all hours worked. Defendants failed to do so.

California Labor Code § 1197, entitled “Pay of Less Than Minimum Wage” states: “The 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 minimum wage provisions of California Labor Code are enforceable by private civil action pursuant to Labor Code § 1194(a) which states: “Notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney’s fees and costs of suit.”

As described in California Labor Code §§ 1185 and 1194.2, any action for wages incorporates the applicable Wage Order of the California Industrial Welfare Commission. Also, California Labor Code §§ 1194, 1197, 1197.1 and those Industrial Welfare Commission Wage Orders entitle non-exempt employees to an amount equal to or greater than the minimum wage for all hours worked. All hours must be paid at the statutory or agreed rate, or at the minimum rate in the absence of a contractually agreed upon one. The underpayment of wages to Aggrieved Employees is and has been a direct consequence of Defendants’ unlawful compensation policies and practices, which applied uniformly to the Aggrieved Employees working at locations and work sites throughout California.

Defendants thus failed to pay Employees minimum wages they were owed, including by their consistent policy of failing to pay Employees for all hours worked. Specifically, Defendants failed to compensate for all hours worked and at the applicable hourly rates. Additionally, Defendants failed to pay Aggrieved Employees for off-the-clock work, including time spent: (1) waiting to clock-in for shifts and when returning from meal breaks, (2) waiting to be let into the facility, (3) undergoing temperature checks, filling out COVID-19 Questionnaires, and waiting for Rapid COVID test results. Defendants also had a practice and policy of paying Plaintiff and Class Members false bonuses in lieu of hourly wages when they worked additional hours or shifts that were not originally on their schedules. Aggrieved Employees were also required to work during meal breaks due to Defendants policy requiring Aggrieved Employees to remain on-call during meal breaks. Defendants have the ability to pay minimum wages for all time worked and have willfully refused to pay such wages with the intent to secure for Defendants a discount upon this indebtedness with the intent to annoy, harass, oppress, hinder, delay, or defraud Aggrieved Employees. 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). Plaintiff 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, Plaintiff and other Aggrieved Employees are entitled to seek and recover statutory costs.

Under the PAGA, and following exhaustion of the notice period, Plaintiff is 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 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 Plaintiff and Aggrieved Employees earned wages and overtime. Specifically, Plaintiff and Aggrieved Employees consistently worked in excess of eight (8) hours a day, and/or forty (40) hours a week. However, Plaintiff and Aggrieved Employees were not paid overtime wages for hours worked in excess of 8 hours a day. Defendants failed to compensate for all hours worked and at the applicable hourly rates for regular rate, overtime, and double-time pay. Moreover, the uncompensated time, discussed above including the time spent working off-the-clock by waiting to clock-in for shifts and when returning from meal breaks, waiting to be let into the facility, and undergoing temperature checks, filling out COVID-19 Questionnaires, waiting for Rapid COVID test results, and time spent working while clocked out for meal breaks caused Plaintiff and Aggrieved Employees to work in excess of 8 hours a day and/or 40 hours a week, further entitling Plaintiff and Aggrieved Employees to overtime wages which they were consistently denied, all in violation of Labor Code § 510 and applicable Wage Orders. Defendants also had a policy and practice of paying Employees a false bonus in lieu of wages for hours or shifts worked in excess of those scheduled. Additionally, Defendants did not pay Aggrieved Employees the correct overtime rate for the recorded overtime hours that they generated. In addition to an hourly wage, Defendants paid Aggrieved Employees nondiscretionary commissions, incentive pay, shift differentials, and/or nondiscretionary bonuses. However, upon information and belief, Defendants failed to incorporate all remunerations, including nondiscretionary commissions, incentive pay, shift differentials, and/or nondiscretionary bonuses, into the calculation of the regular rate of pay for purposes of calculating the overtime wage rate. Therefore, during times when Aggrieved Employees worked overtime and received nondiscretionary commissions, incentive pay, shift differentials, and/or nondiscretionary bonuses, Defendants failed to pay all overtime wages by paying a lower overtime rate than required.

Defendants have violated Labor Code § 1194 and Labor Code § 510 (and paragraphs 2(K), 2(S), 3(A) and 4(A)-4(B) of the relevant orders of the Industrial Welfare Commission) by failing to pay Employees: (a) time and one-half their regular hourly rates for hours worked in excess of



eight hours in a workday or in excess of forty hours in any workweek or for the first eight hours worked on the seventh day of work in any one workweek; or (b) twice their regular rate of pay for hours worked in excess of twelve hours in any one day or for hours worked in excess of eight hours on any seventh day of work in a workweek. Defendants had a consistent policy of not paying Employees wages for all hours worked, including by requiring off the clock work as addressed above and by under-reporting actual hours worked. With work shifts generally requiring eight hours or more of work on a given day, this unpaid off the clock work resulted in Aggrieved Employees working past eight hours on a shift or more than forty hours in a week, which required that they be paid at the correct overtime rate of 1.5 times their regular rate.

When considered in combination with the other wage violations addressed above, Aggrieved Employees were not properly compensated, nor were they paid overtime and double time rates for hours worked in excess of eight hours or twelve hours in a given day, and/or forty hours in a given week. Defendants did not make available to Aggrieved Employees a reasonable protocol for correcting time records when Aggrieved Employees worked overtime hours or to fix incorrect time entries or those that Defendants unlawfully under-recorded to the Aggrieved Employees' detriment. Defendants have also violated these provisions by requiring Plaintiff and other similarly situated Aggrieved Employees to work through meal periods.

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 Aggrieved 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, Plaintiff is 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 attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Failure to Pay Vacation Wages

Pursuant to California Labor Code § 227.3, whenever a contract of employment or employment policy provides for paid vacation and an employee is terminated without having taken off his vested vacation time, all vested vacation shall be paid to him as wages at his final rate in accordance with said contract of employment or policy respecting eligibility or time served. Defendants paid nondiscretionary commissions, incentive pay, shift differentials, and/or nondiscretionary bonuses to Aggrieved Employees but Defendants failed to include these forms of remuneration in the regular rate of pay from which vacation wages were calculated and paid. Plaintiff and Aggrieved Employees seek to recover penalties pursuant to Labor Code § 227.3. Plaintiff accordingly seeks this relief available for Defendants' violations of section Labor Code § 227.3 in connection with Aggrieved Employees and seeking the civil and statutory penalties available and applicable under Labor Code § 227.3, 1194.2, 1197.1, 1198, 1199, 2699.3(b), and 2699(f)(2), and also attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).



Failure to Comply with Labor Code §§ 245 *et seq.* and 246

California Labor Code § 245 *et seq.* requires that Defendants provide paid sick time to Aggrieved Employees, including at the amount, terms, and rate of compensation set forth in said law. At times relevant, Defendants have failed to compute the amount due for paid sick time in conformance with the pay calculation under California Labor Code § 246(1). Defendants paid nondiscretionary commissions, incentive pay, shift differentials, and/or nondiscretionary bonuses to Aggrieved Employees but Defendants failed to include these forms of remuneration in the regular rate of pay from which sick pay was calculated and paid. Rather than calculating the amount of paid sick time due when sick time is used according to the requirements set forth in California Labor Code § 246(1), Defendants paid sick leave to Aggrieved Employees at a lower rate, in violation of the law. As a result of Defendants' conduct, Defendants have violated California Labor Code §§ 245 *et seq.* and 246. Plaintiff and Aggrieved Employees seek to recover penalties pursuant to Labor Code §§ 245 *et seq.* and 246. Plaintiff accordingly seeks this relief available for Defendants' violations of section Labor Code §§ 245 *et seq.* and 246 in connection with Aggrieved Employees and seeking the civil and statutory penalties available and applicable under Labor Code §§ 245 *et seq.*, 246, 1194.2, 1197.1, 1198, 1199, 2699.3(b), and 2699(f)(2), and also attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Meal-Period Liability Under Labor Code §§ 226.7 and 512 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, were provided with meal periods late and well after the fifth hour of work, could not be relieved to take their meal periods, or were required to remain on-duty at all times and were unable to take off-duty meal periods or were otherwise not provided with the opportunity to take required meal periods.

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 Defendants' control due to Defendants' policy and practice requiring Aggrieved Employees to remain on call to respond to emergencies and patient admissions, in violation of the Labor Code and applicable Wage Orders. On shifts over ten hours, second meal periods were not provided. Additionally, Aggrieved Employees were not permitted to leave the premises during meal periods. 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, including by miscalculating any premium payments they did make. 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 hour of wages at their correctly calculated regular rate of compensation 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. Defendants paid nondiscretionary commissions, incentive pay, shift differentials, and/or nondiscretionary bonuses to Aggrieved Employees but Defendants failed to include these forms of remuneration in the regular rate of



pay from which premium pay was calculated and paid. Therefore, Defendants also miscalculated the rate at which they paid any meal period or rest period premiums when Defendant did attempt to pay them, resulting in further violations of section 226.7.

Under the PAGA, and following exhaustion of the notice period, Plaintiff is 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 attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Rest-Break Liability Under Labor Code § 226.7 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, and Defendants' policies and procedures required Aggrieved Employees to remain under Defendants' control during breaks and respond to emergencies and patient admissions. Aggrieved Employees were also not permitted to leave the premises during rest breaks. Defendants paid nondiscretionary commissions, incentive pay, shift differentials, and/or nondiscretionary bonuses to Aggrieved Employees but Defendants failed to include these forms of remuneration in the regular rate of pay from which premium pay was calculated and paid. Therefore, Defendants also miscalculated the rate at which they paid any rest period premiums when Defendants did attempt to pay them, resulting in further violations of section 226.7.

Defendants also failed to pay Aggrieved Employees premium pay for each day on which requisite rest breaks were not provided or were deficiently provided, or miscalculated any premiums paid. 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 correctly calculated regular rate of compensation for each rest 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, Plaintiff is 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 attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Failure to Issue Accurate and Itemized 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. The wage statements given to Aggrieved Employees, by Defendants, failed to accurately account for wages, overtime, and premium pay for deficiently provided meal periods and rest breaks. Defendants paid Employees a false bonus for working extra hours or shifts instead of paying the applicable hourly wage for those hours. As a result of this policy and practice and the failure to compensate and record all hours worked as alleged above, including off-the-clock work and time spent working during meal breaks, Employees' wage statements did not include: the total hours worked in violation of Labor Code § 226(a)(2) and failed to accurately set forth all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each such rate in violation of Labor Code § 226(a)(9). Additionally, Defendants failed in their affirmative obligation to keep accurate records of the correct overtime wages based on proper regular rate calculations that included nondiscretionary commissions, incentive pay, shift differentials, and/or nondiscretionary bonuses earned. The wage statements provided to Aggrieved Employees were confusing and required Aggrieved Employees to engage in discovery and refer to outside sources to verify whether their pay was correct and potentially resulting in a miscalculation by the Aggrieved Employees.

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 Plaintiff 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., and failing to provide them with checks and wage statements, 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.

Defendants also required Aggrieved Employees to work hours off the clock for which they were not compensated, including during interrupted or otherwise on-duty meal and rest periods. Defendants also failed to pay all overtime premium wages owed for work conducted on a work shift and a workday or miscalculated these premiums by not including all forms of remuneration in the regular rate, as addressed above. Therefore, when Aggrieved Employees received wage statements and pay checks, they did not compensate all hours worked on a timely basis, resulting in Defendants' systematic failure to pay all wages owed to Aggrieved Employees twice monthly in accordance with the requirements of Labor Code § 204. Additionally, by not providing wage statements as required under section 204, Defendants systematically violated Labor Code § 204 and § 226.

Given the above described off the clock work, Plaintiff was not paid at the correct overtime rate for all hours he worked after eight hours into a shift or over forty in a work week and was not paid all double time owed either. Defendants' uniformly applied payroll policies and practices thus resulted in further systematic and ongoing violations of the requirements of Labor Code § 204.

In light of the foregoing, Plaintiff and Aggrieved Employees seek to recover wages and penalties, interest, fees and costs pursuant to Labor Code §§ 201.3, 210, 218.5, 558, and 1194. In failing to pay Aggrieved Employees minimum wages and overtime, 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, Plaintiff asserts 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 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, double time, premium pay, etc., and by not properly recording meal period start and end times, all discussed herein, Defendants failed to maintain proper employment records in accordance with Section 1174. In light of the forgoing, Plaintiff 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 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, Plaintiff asserts 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 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 or within seventy-two hours of their resignation, as required by California under Labor Code § 203. In light of the forgoing, Plaintiff 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, Plaintiff asserts 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 attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Failure to Produce Requested Employment Records Under Labor Code §§ 226 and 1198.5

Pursuant to Labor Code § 226, current and former employees have the right to inspect or receive a copy of their records pertaining to their employment, upon reasonable request to their employer. The employer must comply with the request as soon as practicable, but no later than



twenty-one (21) calendar days from the date of the request. Similarly, under Labor Code § 1198.5, every current and former employee, or his/her representative, has the right to inspect and receive a copy of the personnel records that the employer maintains relating to the employee's performance or to any grievance concerning the employee. The employer must make these records available for inspection or provide a copy, not later than thirty (30) calendar days after receiving a written request.

Defendants violated Labor Code §§ 226 and 1198.5 by failing to timely provide Plaintiff with all of his requested employment records. Upon information and belief, this is consistent with Defendants' policy and practice that applied to Plaintiff and Aggrieved Employees.

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

Consequently, Defendants' conduct has been and continues to be unfair, unlawful, and harmful to Plaintiff and 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, Plaintiff 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, 210, 226, 226.3, 226.7, 227.3, 245 *et seq.*, 246, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1198, 1199, 2698, 2699, *et seq.* and 2802, including as follows:

(a) **Wage Claims:** For failure to provide Plaintiff 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 Plaintiff 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 Plaintiff and the Aggrieved Employees with wage statements or with accurate, itemized wage statements and failure to maintain employment records for Plaintiff 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) Failure to Produce Requested Employment Records: For Defendants' failure to produce Employment Records in violation of Labor Code §§ 226 and 1198 and seeking the civil and statutory penalties available and applicable under Labor Code § 226, 1194.2, 1197.1, 1198, 1199, 2699.3(b), and 2699(f)(2), and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1);

(f) Failure to Provide Paid Sick Days: For Defendants' failure to provide Employees with all their required and earned sick days in violation of Labor Code §§ 245 *et seq.* and 246 the civil and statutory penalties available and applicable under Labor Code §§ 245 *et seq.* and 246, 1194.2, 1197.1, 1198, 1199, 2699.3(b), and 2699(f)(2), and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1);

(g) Failure to Pay Vacation Wages: For Defendants' failure to provide Employees with all their vacation days in violation of Labor Code § 227.3 and seeking the civil and statutory penalties available and applicable under Labor Code § 227.3, 1194.2, 1197.1, 1198, 1199, 2699.3(b), and 2699(f)(2), and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1); and

(h) All Alleged Violations of the IWC Wage Orders: For any above addressed violation of the applicable provisions of the 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 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 Plaintiff alleges have been violated, including the facts and relevant theories alleged against San Pedro Convalescent Home, Inc dba Los Palos Post-Acute Care Center dba Los Palos Convalescent Hospital; Seacrest Convalescent Hospital, Inc. dba Seacrest Post-Acute Care Center; and any other named Defendants and joint employers. To prevent the violations described in the Notice and herein from occurring, and to remedy past violations, Plaintiff respectfully requests that the LWDA conduct an investigation into Defendants' employment practices in accordance with the Act.

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 Plaintiff 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.

David Yermian

Cc: San Pedro Convalescent Home, Inc dba Los Palos Post-Acure Care Center dba Los Palos Convalescent Hospital; Seacrest Convalescent Hospital, Inc. dba Seacrest Post-Acute Care Center by Certified Mail

EXHIBIT 3

Magdaleno v. San Pedro Convalescent Home, et al.,

Litigation Costs

Date	Details	Provider	Amount
10/8/23	PRR Shipping	USPS	\$7.28
6/20/24	PAGA Letter Postage	USPS	\$39.16
6/20/24	PAGA Letter	LWDA	\$75.00
6/28/24	Summons & Complaint	Rapid Legal	\$1,493.71
7/9/24	Process of Service - San Pedro Convalescent Home, Inc	Rapid Legal	\$82.92
7/9/24	Process of Service - Seacrest Convalescent Hospital, Inc	Rapid Legal	\$82.92
7/10/24	POS of Summons - Seacrest Convalescent Hospital, Inc.	Rapid Legal	\$15.66
7/10/24	POS of Summons - San Pedro Convalescent Home, Inc.	Rapid Legal	\$15.66
7/26/24	Notice of Initial Status Conference & Minute Order (9.19.24)	Rapid Legal	\$15.66
8/26/24	First Amended Complaint	Rapid Legal	\$15.66
9/12/24	Joint Status Conference Report (9.19.24)	Rapid Legal	\$15.66
10/3/24	Notice of Change of Address	Rapid Legal	\$15.66
12/5/24	Notice of Unavailability	Rapid Legal	\$17.25
1/22/25	Mediation Fee	Giamela, Esq., Lonnie D.	\$5,000.00
3/5/25	System Access Fee (3.5.25)	Case Anywhere LLC	\$153.00
4/4/25	System Access Fee (4.4.25)	Case Anywhere LLC	\$49.00
5/2/25	System Access Fee (5.2.25)	Case Anywhere LLC	\$49.00
6/2/25	System Access Fee (6.2.25)	Case Anywhere LLC	\$49.00
6/5/25	Expert Mediation Analysis	Berger Consulting Group	\$5,175.00
6/11/25	Joint Status Conference Report	Rapid Legal	\$17.34
FUTURE	Motion for PAGA Approval of Settlement; Courtesy Copy	Rapid Legal	\$196.40
FUTURE	Dec of Admin Re Distribution	Rapid Legal	\$17.34
FUTURE	Ntc of Entry of Order & Final Judgment	Rapid Legal	\$17.34

Total

\$12,615.62

EXHIBIT 4

Attorney	Total Time	Rate	Total Billable Amount
Mason Doidge	30.7	\$ 475.00	\$ 14,582.50
Roman Shkodnik	20	\$ 1,045.00	\$ 20,900.00
Arianna Razi	17.2	\$ 475.00	\$ 8,170.00
Emma Geesaman	15.3	\$ 475.00	\$ 7,267.50
Enoch Kim	5.2	\$ 1,045.00	\$ 5,434.00
Total	88.4		\$ 56,354.00

Case Number	Case Title	Entry Date	Billable Time	Staff Name - (Full)	Note
208450	Magdaleno v. San Pedro Convalescent Home, In	6/7/24	2.3	Emma Geesaman	reviewing personnel file; creating Defendants, Venue, and Main Issue docs
208450	Magdaleno v. San Pedro Convalescent Home, In	6/7/24	0.3	Emma Geesaman	reviewing WT notes from Sol and drafting questions
208450	Magdaleno v. San Pedro Convalescent Home, In	6/7/24	0.9	Emma Geesaman	drafting complaint
208450	Magdaleno v. San Pedro Convalescent Home, In	6/10/24	1.1	Emma Geesaman	drafting complaint
208450	Magdaleno v. San Pedro Convalescent Home, In	6/10/24	0.9	Emma Geesaman	drafting LWDA
208450	Magdaleno v. San Pedro Convalescent Home, In	6/10/24	0.3	Emma Geesaman	Wt intake with client
208450	Magdaleno v. San Pedro Convalescent Home, In	6/10/24	0.4	Emma Geesaman	summarizing WT notes and analyzing strength of constructive term. claim
208450	Magdaleno v. San Pedro Convalescent Home, In	6/10/24	0.3	Emma Geesaman	updating complaint and LWDA based on call with client
208450	Magdaleno v. San Pedro Convalescent Home, In	6/12/24	0.1	Emma Geesaman	checking complaint for dba issue
208450	Magdaleno v. San Pedro Convalescent Home, In	6/19/24	1.5	Roman Shkodnik	prepare LWDA letter
208450	Magdaleno v. San Pedro Convalescent Home, In	6/24/24	0.1	Emma Geesaman	discussing settlement offer with Roman
208450	Magdaleno v. San Pedro Convalescent Home, In	6/24/24	0	Roman Shkodnik	review complaint
208450	Magdaleno v. San Pedro Convalescent Home, In	6/28/24	0.9	Emma Geesaman	drafting discovery
208450	Magdaleno v. San Pedro Convalescent Home, In	6/28/24	0.4	Emma Geesaman	drafting FAC
208450	Magdaleno v. San Pedro Convalescent Home, In	6/28/24	3	Roman Shkodnik	review complaint
208450	Magdaleno v. San Pedro Convalescent Home, In	7/1/24	0.1	Emma Geesaman	adding case number and judicial assignment to draft FAC and discovery; adding to case chart
208450	Magdaleno v. San Pedro Convalescent Home, In	7/10/24	0.1	Emma Geesaman	adding service to chart for filed cases and deadline to respond
208450	Magdaleno v. San Pedro Convalescent Home, In	7/11/24	0.2	Emma Geesaman	reviewing ISC Order; adding dates to chart
208450	Magdaleno v. San Pedro Convalescent Home, In	7/30/24	0.1	Emma Geesaman	revising FAC
208450	Magdaleno v. San Pedro Convalescent Home, In	8/6/24	0.2	Emma Geesaman	reading intro email from OC with attached abr. agreement; reading Roman's email about reviewing AA and emailing OC re: interest in PAGA mediation; adding OC contact info to chart for filed cases
208450	Magdaleno v. San Pedro Convalescent Home, In	8/7/24	0.8	Emma Geesaman	reviewing arbitration agreements
208450	Magdaleno v. San Pedro Convalescent Home, In	8/7/24	1	Emma Geesaman	reviewing past research on unconscionability; doing additional research
208450	Magdaleno v. San Pedro Convalescent Home, In	8/7/24	0.1	Emma Geesaman	emailing OC to set up a time to discuss case
208450	Magdaleno v. San Pedro Convalescent Home, In	8/7/24	0.2	Emma Geesaman	sending roman message summarizing my review of the AAs at issue and research
208450	Magdaleno v. San Pedro Convalescent Home, In	8/7/24	0.1	Emma Geesaman	call with client re: arbitration agreement with class action waiver; dismissal of class claims and submitting ind. claims to arb.
208450	Magdaleno v. San Pedro Convalescent Home, In	8/7/24	0.1	Emma Geesaman	sending client follow up email re: dismissal of class claims
208450	Magdaleno v. San Pedro Convalescent Home, In	8/7/24	0.1	Emma Geesaman	email to OC; call scheduled for Friday at 10am
208450	Magdaleno v. San Pedro Convalescent Home, In	8/7/24	0.1	Emma Geesaman	adding call with OC to calendar
208450	Magdaleno v. San Pedro Convalescent Home, In	8/8/24	0.5	Emma Geesaman	drafting request for dismissal of class claims docs
208450	Magdaleno v. San Pedro Convalescent Home, In	8/9/24	0.1	Emma Geesaman	discussing upcoming call with OC with Roman
208450	Magdaleno v. San Pedro Convalescent Home, In	8/9/24	0.3	Emma Geesaman	call with OC; sent her a copy of LWDA letter as she was not aware we submitted one; she stated that there is a case that reached a PAGA settlement and the PAGA Period encompasses the time our client worked for (D). PAGA Period goes through Nov. 21, 2023; She said she would discuss PAGA rep. action with client; she is also okay with us waiting to file request for dismissal of class claims until we file FAC
208450	Magdaleno v. San Pedro Convalescent Home, In	8/9/24	0.1	Emma Geesaman	discussing call with OC with Roman
208450	Magdaleno v. San Pedro Convalescent Home, In	8/13/24	0.7	Emma Geesaman	Started drafting joint ISC statement
208450	Magdaleno v. San Pedro Convalescent Home, In	8/19/24	1	Roman Shkodnik	review FAC
208450	Magdaleno v. San Pedro Convalescent Home, In	8/26/24	0.5	Roman Shkodnik	review FAC
208450	Magdaleno v. San Pedro Convalescent Home, In	9/5/24	0.4	Emma Geesaman	revising joint ISC statement and creating task for Roman to review
208450	Magdaleno v. San Pedro Convalescent Home, In	9/5/24	0.1	Emma Geesaman	calling client to decline Constructive term/discrim. case; left voicemail
208450	Magdaleno v. San Pedro Convalescent Home, In	9/5/24	0.2	Emma Geesaman	declining constructive term/discrim. case; sending follow up email; gave case update
208450	Magdaleno v. San Pedro Convalescent Home, In	9/5/24	0.2	Emma Geesaman	sending email to OC with draft ISC statement, following up on interest in PAGA mediation, following up on request for documents related to previous PAGA settlement
208450	Magdaleno v. San Pedro Convalescent Home, In	9/9/24	0.1	Emma Geesaman	adding reminder to calendar to follow up with OC re: draft ISC statement if I dont hear back from them by Wed. morning
208450	Magdaleno v. San Pedro Convalescent Home, In	9/11/24	0.1	Emma Geesaman	sending OC follow up email re: changes to joint ISC Statement
208450	Magdaleno v. San Pedro Convalescent Home, In	9/11/24	0.3	Emma Geesaman	reviewing OC changes to joint statement; revising; sending back with changes; also requested copy of complaint and PAGA settlement in previous PAGA case and number of aggrieved employees outside that PAGA settlement period
208450	Magdaleno v. San Pedro Convalescent Home, In	9/11/24	0.2	Emma Geesaman	finalizing joint ISC statement; creating task for Natalia to file
208450	Magdaleno v. San Pedro Convalescent Home, In	9/16/24	0.8	Mason Doidge	Reviewing case, calendaring NCD in outlook, creating to do list, discussing case with Emma, talking to Roman about 9/19 CMC.
208450	Magdaleno v. San Pedro Convalescent Home, In	9/18/24	0.5	Mason Doidge	Reviewed ISC for tomorrow's hearing
208450	Magdaleno v. San Pedro Convalescent Home, In	9/19/24	0.2	Emma Geesaman	discussing ISC statement with mason in advance of initial status conference
208450	Magdaleno v. San Pedro Convalescent Home, In	9/19/24	0.5	Emma Geesaman	attending ISC
208450	Magdaleno v. San Pedro Convalescent Home, In	9/19/24	0.7	Mason Doidge	ISC with Hon. David S. Cunningham III remote appearance; next court date 6/20/25 post-arbitration status conference.
208450	Magdaleno v. San Pedro Convalescent Home, In	9/19/24	0.2	Mason Doidge	Discussed ISC statement with Emma prior to ISC
208450	Magdaleno v. San Pedro Convalescent Home, In	9/19/24	0.4	Mason Doidge	Wrote hearing memo for ISC and sent to Roman and Natalia; Roman and I later had a discussion regarding whether the court ordered us to arbitration (the court did not), next steps: file request for dismissal of class claims (already drafted by Emma), and communicate with opposing counsel regarding mediation.
208450	Magdaleno v. San Pedro Convalescent Home, In	10/3/24	0.2	Mason Doidge	Reviewing file. FAC filed, RFD appears to not yet be filed. Next steps: file RFD class claims, mediate once we hear back from OC on number of aggrieved employees.
208450	Magdaleno v. San Pedro Convalescent Home, In	10/24/24	0.2	Mason Doidge	OC emailed saying they want to mediate with Lonnie Giamela; I responded saying I would start a new email thread asking for his available dates; I then emailed Giamela and Ccd all counsel asking for his availability.
208450	Magdaleno v. San Pedro Convalescent Home, In	11/4/24	0.1	Mason Doidge	Emailing OC and mediator Lonnie Giamela; we tentatively agreed to reserve 2/7/25 for mediation
208450	Magdaleno v. San Pedro Convalescent Home, In	11/4/24	0.3	Mason Doidge	I began drafting informal discovery requests for OC, using Barraza informal discovery requests for a starting point and comparing this case to Barraza. After discussing with Roman, we agreed to wait on informal discovery until we confirm the 2/7 date.
208450	Magdaleno v. San Pedro Convalescent Home, In	11/14/24	0.1	Emma Geesaman	sending template language for informal discovery requests to Mason
208450	Magdaleno v. San Pedro Convalescent Home, In	11/14/24	0.6	Mason Doidge	Drafting informal discovery requests, reviewing complaint and summary of issues for case-specific requests. Sent to Roman for review.
208450	Magdaleno v. San Pedro Convalescent Home, In	11/14/24	0.1	Mason Doidge	Emailled OC informal discovery requests after one final proof read.
208450	Magdaleno v. San Pedro Convalescent Home, In	12/3/24	0.1	Mason Doidge	Drafted notice of unavailability

Case Number	Case Title	Entry Date	Billable Time	Staff Name - (Full)	Note
208450	Magdaleno v. San Pedro Convalescent Home, In	12/4/24	0.2	Mason Doidge	OC emailed seeking to clarify scope of mediation; the email was confusing with regard to defendant's locations and whether they will be included/time period we are looking at. After conferring with Roman, we responded asking for more information on the related case's settlement, which will help us determine how to respond to OC.
208450	Magdaleno v. San Pedro Convalescent Home, In	12/9/24	0.7	Mason Doidge	Reviewed settlement agreement and complaint for related case, provided by OC; drafted case comparison chart.
208450	Magdaleno v. San Pedro Convalescent Home, In	1/10/25	0.1	Mason Doidge	Emailed OC to follow up on informal discovery
208450	Magdaleno v. San Pedro Convalescent Home, In	1/23/25	0.1	Mason Doidge	Looking at calendar to determine availability for rescheduled mediation. Responded to OC, informing them that both 4/8 and 4/9 work but we prefer the 8th.
208450	Magdaleno v. San Pedro Convalescent Home, In	1/28/25	0.2	Mason Doidge	Responding to OC's email updating us on confirmation of 4/8 mediation; requested the informal discovery be produced no later than 45 days prior to mediation
208450	Magdaleno v. San Pedro Convalescent Home, In	2/24/25	0.7	Mason Doidge	Downloaded informal discovery material; saved to dropbox; sent to Jarrett with description of the case and other information
208450	Magdaleno v. San Pedro Convalescent Home, In	2/25/25	0.2	Mason Doidge	Updated word doc with demographic info based on OC's updates provided via email today; sent updated version to expert
208450	Magdaleno v. San Pedro Convalescent Home, In	2/27/25	0.2	Mason Doidge	Defendant produced more material; downloaded it and sent to expert, indicating we are not expecting anything more to be reproduced.
208450	Magdaleno v. San Pedro Convalescent Home, In	3/19/25	0.2	Mason Doidge	Checking status of arbitration; we agreed to dismiss class claims and mediate on PAGA basis but it appears we never submitted our RfD class claims, so no order compelling us to arb.
208450	Magdaleno v. San Pedro Convalescent Home, In	3/28/25	3.5	Mason Doidge	Drafting mediation brief
208450	Magdaleno v. San Pedro Convalescent Home, In	4/1/25	3.7	Mason Doidge	Drafting/revising mediation brief. While drafting, tried to call client to elaborate on some of the facts (client did not answer, I left a voicemail); also emailed OC seeking clarification on their demographic info discrepancy on number of current/former ees
208450	Magdaleno v. San Pedro Convalescent Home, In	4/1/25	0.1	Mason Doidge	Texted client to schedule call; he responded promptly and we scheduled a call at 11am tomorrow.
208450	Magdaleno v. San Pedro Convalescent Home, In	4/2/25	2	Mason Doidge	Drafting/revising mediation brief; conferring with Roman throughout; called client to clarify some factual issues.
208450	Magdaleno v. San Pedro Convalescent Home, In	4/3/25	0.3	Mason Doidge	Discussing regular rate theory, shift differentials alternative workweek schedule.
208450	Magdaleno v. San Pedro Convalescent Home, In	4/4/25	3	Roman Shkodnik	review mediation brief
208450	Magdaleno v. San Pedro Convalescent Home, In	4/8/25	3.8	Mason Doidge	Mediation and reviewing notes beforehand.
208450	Magdaleno v. San Pedro Convalescent Home, In	4/8/25	0.5	Mason Doidge	Reviewed, revised MOU drafted by OC; sent back to Roman with my thoughts
208450	Magdaleno v. San Pedro Convalescent Home, In	4/8/25	8	Roman Shkodnik	attend mediation
208450	Magdaleno v. San Pedro Convalescent Home, In	4/9/25	0.2	Mason Doidge	Final review of MOU, accepted redlines, sent to OC as PDF.
208450	Magdaleno v. San Pedro Convalescent Home, In	4/11/25	0.4	Mason Doidge	Tried calling client re MOU being sent via docusign; no answer, left vm; texted him to follow up; sent MOU via docusign
208450	Magdaleno v. San Pedro Convalescent Home, In	4/11/25	0.2	Mason Doidge	Added Roman's signature to the MOU signed by client; sent to OC
208450	Magdaleno v. San Pedro Convalescent Home, In	6/2/25	0.1	Mason Doidge	Verifying status conference statement, statement due date, calendared.
208450	Magdaleno v. San Pedro Convalescent Home, In	6/11/25	0.7	Mason Doidge	Drafted status conference statement; sent to OC; OC responded asking me to make minor revisions; made the requested revisions and tasked kat with filing
208450	Magdaleno v. San Pedro Convalescent Home, In	6/11/25	0.9	Mason Doidge	Reviewing/revising settlement agreement drafted by OC
208450	Magdaleno v. San Pedro Convalescent Home, In	6/12/25	2.2	Mason Doidge	Reviewing/revising long form PAGA and individual settlement agreements.
208450	Magdaleno v. San Pedro Convalescent Home, In	6/17/25	0.1	Mason Doidge	Checking status of friday hearing; discrepancy in firm calendar (two hearings at different times)
208450	Magdaleno v. San Pedro Convalescent Home, In	6/20/25	0.7	Mason Doidge	Attended status conference; wrote hearing memo after
208450	Magdaleno v. San Pedro Convalescent Home, In	6/20/25	1	Roman Shkodnik	review settlement
208450	Magdaleno v. San Pedro Convalescent Home, In	6/24/25	0.4	Mason Doidge	Reviewed Roman's changes to settlement agreements; sent to OC
208450	Magdaleno v. San Pedro Convalescent Home, In	6/24/25	2	Roman Shkodnik	review settlement agreements
208450	Magdaleno v. San Pedro Convalescent Home, In	6/26/25	0.5	Mason Doidge	Reviewed settlement agreement; noticed we have not chosen admin, which could present issues later; discussed with Roman and followed up with OC
208450	Magdaleno v. San Pedro Convalescent Home, In	7/11/25	0.1	Mason Doidge	Reviewing status re settlement to inform Enoch's team in preparation for transfer, noted for Roman
208450	Magdaleno v. San Pedro Convalescent Home, In	7/17/25	0.4	Mason Doidge	Sent out emails to admin for quotes for settlement administration; discussed with Arianna whether this case has been assigned to her
208450	Magdaleno v. San Pedro Convalescent Home, In	7/18/25	0.6	Mason Doidge	Reviewed admin quotes, revised settlement agreement adding admin and changing the amount allocated to admin
208450	Magdaleno v. San Pedro Convalescent Home, In	7/18/25	0.1	Mason Doidge	Sent updated settlement agreement and quotes to OC
208450	Magdaleno v. San Pedro Convalescent Home, In	7/18/25	0.1	Mason Doidge	Reviewing status of settlement draft; sent to Arianna for her input
208450	Magdaleno v. San Pedro Convalescent Home, In	7/21/25	0.4	Mason Doidge	Revising settlement agreement to add admin after emailing with OC and reaching an agreement on admin. Discussed whether it is ready to finalize with Arianna
208450	Magdaleno v. San Pedro Convalescent Home, In	7/21/25	0.5	Arianna Razi	Review PAGA settlement agreement.
208450	Magdaleno v. San Pedro Convalescent Home, In	7/21/25	0.6	Mason Doidge	After Enoch suggested changes to settlement draft, discussed with Roman then revised; sent word doc with redlines and clean pdf version to OC for approval
208450	Magdaleno v. San Pedro Convalescent Home, In	7/21/25	0.4	Mason Doidge	Spoke to client about settlement agreements being finalized; sent to him via docusign.
208450	Magdaleno v. San Pedro Convalescent Home, In	7/21/25	0.5	Enoch Kim	Review draft settlement agreement and provide feedback to team re proposed revisions.
208450	Magdaleno v. San Pedro Convalescent Home, In	7/23/25	0.3	Mason Doidge	After client signed settlement agreements, downloaded, added our signature to PAGA settlement, and sent to OC
208450	Magdaleno v. San Pedro Convalescent Home, In	7/25/25	0.4	Mason Doidge	Updating Arianna/Enoch on status, fully executed paga settlement agreement
208450	Magdaleno v. San Pedro Convalescent Home, In	7/31/25	2.6	Arianna Razi	Draft Plaintiff's request for dismissal, my declaration in support thereof, and the proposed order.
208450	Magdaleno v. San Pedro Convalescent Home, In	8/20/25	0.2	Mason Doidge	Discussing costs letter, status of dismissal with Roman and Kat
208450	Magdaleno v. San Pedro Convalescent Home, In	9/8/25	0.6	Arianna Razi	Draft cover pages for admin declaration and Gorlick declaration. Draft correspondence to both regarding the same.
208450	Magdaleno v. San Pedro Convalescent Home, In	9/9/25	2.5	Arianna Razi	Draft proposed order and EK's declaration in support of motion for approval of PAGA settlement.
208450	Magdaleno v. San Pedro Convalescent Home, In	9/10/25	3.7	Arianna Razi	Continue drafting EK's declaration in support of motion for PAGA approval.
208450	Magdaleno v. San Pedro Convalescent Home, In	9/10/25	0.2	Arianna Razi	Set up case anywhere account; post message on message board re: seeking approval of a PAGA settlement by a joint stipulation.
208450	Magdaleno v. San Pedro Convalescent Home, In	9/10/25	1.8	Arianna Razi	Draft memorandum of points and authorities in support of motion for approval of PAGA settlement.

Case Number	Case Title	Entry Date	Billable Time	Staff Name - (Full)	Note
208450	Magdaleno v. San Pedro Convalescent Home, In	9/10/25	1.3	Enoch Kim	Review settlement agreement; review and revise request for dismissal of class claims and a defendant; confer with AR re same.
208450	Magdaleno v. San Pedro Convalescent Home, In	9/11/25	2.8	Arianna Razi	Continue drafting memorandum of points and authorities in support of motion for approval of PAGA settlement.
208450	Magdaleno v. San Pedro Convalescent Home, In	9/12/25	0.6	Arianna Razi	Compile exhibit list for motion for approval of PAGA settlement.
208450	Magdaleno v. San Pedro Convalescent Home, In	9/15/25	0.6	Arianna Razi	Review EK's edits to the memorandum of points and authorities and implement the same edits to EK's declaration. Draft correspondence to defense counsel re: proposed order and motion papers for their review.
208450	Magdaleno v. San Pedro Convalescent Home, In	9/15/25	1.8	Enoch Kim	Review and revise PAGA approval motion; confer with AR re same.
208450	Magdaleno v. San Pedro Convalescent Home, In	9/16/25	0.1	Arianna Razi	Review correspondence from defense counsel re: escalator clause and status of review of motion papers.
208450	Magdaleno v. San Pedro Convalescent Home, In	9/17/25	0.1	Arianna Razi	Review correspondence from defense counsel.
208450	Magdaleno v. San Pedro Convalescent Home, In	9/17/25	0.8	Arianna Razi	Finalize motion papers and review attorneys' hours and lodestar materials.
208450	Magdaleno v. San Pedro Convalescent Home, In	9/17/25	0.3	Arianna Razi	Revise motion papers based on additional attorneys' costs.
208450	Magdaleno v. San Pedro Convalescent Home, In	9/17/25	1.6	Enoch Kim	Review and revise PAGA approval motion documents.

Case Number	Case Title	Entry Date	Billable Time	Staff Name - (Full)	Note
208450	Magdaleno v. San Pedro Convalescent Home, In	9/16/24	0.8	Mason Doidge	Reviewing case, calendaring NCD in outlook, creating to do list, discussing case with Emma, talking to Roman about 9/19 CMC.
208450	Magdaleno v. San Pedro Convalescent Home, In	9/18/24	0.5	Mason Doidge	Reviewed ISC for tomorrow's hearing
208450	Magdaleno v. San Pedro Convalescent Home, In	9/19/24	0.7	Mason Doidge	ISC with Hon. David S. Cunningham III remote appearance; next court date 6/20/25 post-arbitration status conference.
208450	Magdaleno v. San Pedro Convalescent Home, In	9/19/24	0.2	Mason Doidge	Discussed ISC statement with Emma prior to ISC
208450	Magdaleno v. San Pedro Convalescent Home, In	9/19/24	0.4	Mason Doidge	Wrote hearing memo for ISC and sent to Roman and Natalia; Roman and I later had a discussion regarding whether the court ordered us to arbitration (the court did not), next steps: file request for dismissal of class claims (already drafted by Emma), and communicate with opposing counsel regarding mediation.
208450	Magdaleno v. San Pedro Convalescent Home, In	10/3/24	0.2	Mason Doidge	Reviewing file. FAC filed, RFD appears to not yet be filed. Next steps: file RFD class claims, mediate once we hear back from OC on number of aggrieved employees.
208450	Magdaleno v. San Pedro Convalescent Home, In	10/24/24	0.2	Mason Doidge	OC emailed saying they want to mediate with Lonnie Giamela; I responded saying I would start a new email thread asking for his available dates; I then emailed Giamela and Ccd all counsel asking for his availability.
208450	Magdaleno v. San Pedro Convalescent Home, In	11/4/24	0.1	Mason Doidge	Emailing OC and mediator Lonnie Giamela; we tentatively agreed to reserve 2/7/25 for mediation
208450	Magdaleno v. San Pedro Convalescent Home, In	11/4/24	0.3	Mason Doidge	I began drafting informal discovery requests for OC, using Barraza informal discovery requests for a starting point and comparing this case to Barraza. After discussing with Roman, we agreed to wait on informal discovery until we confirm the 2/7 date.
208450	Magdaleno v. San Pedro Convalescent Home, In	11/14/24	0.6	Mason Doidge	Drafting informal discovery requests, reviewing complaint and summary of issues for case-specific requests. Sent to Roman for review.
208450	Magdaleno v. San Pedro Convalescent Home, In	11/14/24	0.1	Mason Doidge	Emailled OC informal discovery requests after one final proof read.
208450	Magdaleno v. San Pedro Convalescent Home, In	12/3/24	0.1	Mason Doidge	Drafted notice of unavailability
208450	Magdaleno v. San Pedro Convalescent Home, In	12/4/24	0.2	Mason Doidge	OC emailed seeking to clarify scope of mediation; the email was confusing with regard to defendant's locations and whether they will be included/time period we are looking at. After conferring with Roman, we responded asking for more information on the related case's settlement, which will help us determine how to respond to OC.
208450	Magdaleno v. San Pedro Convalescent Home, In	12/9/24	0.7	Mason Doidge	Reviewed settlement agreement and complaint for related case, provided by OC; drafted case comparison chart.
208450	Magdaleno v. San Pedro Convalescent Home, In	1/10/25	0.1	Mason Doidge	Emailled OC to follow up on informal discovery
208450	Magdaleno v. San Pedro Convalescent Home, In	1/23/25	0.1	Mason Doidge	Looking at calendar to determine availability for rescheduled mediation. Responded to OC, informing them that both 4/8 and 4/9 work but we prefer the 8th.
208450	Magdaleno v. San Pedro Convalescent Home, In	1/28/25	0.2	Mason Doidge	Responding to OC's email updating us on confirmation of 4/8 mediation; requested the informal discovery be produced no later than 45 days prior to mediation
208450	Magdaleno v. San Pedro Convalescent Home, In	2/24/25	0.7	Mason Doidge	Downloaded informal discovery material; saved to dropbox; sent to Jarrett with description of the case and other information
208450	Magdaleno v. San Pedro Convalescent Home, In	2/25/25	0.2	Mason Doidge	Updated word doc with demographic info based on OC's updates provided via email today; sent updated version to expert
208450	Magdaleno v. San Pedro Convalescent Home, In	2/27/25	0.2	Mason Doidge	Defendant produced more material; downloaded it and sent to expert, indicating we are not expecting anything more to be reproduced.
208450	Magdaleno v. San Pedro Convalescent Home, In	3/19/25	0.2	Mason Doidge	Checking status of arbitration; we agreed to dismiss class claims and mediate on PAGA basis but it appears we never submitted our RFD class claims, so no order compelling us to arb.
208450	Magdaleno v. San Pedro Convalescent Home, In	3/28/25	3.5	Mason Doidge	Drafting mediation brief
208450	Magdaleno v. San Pedro Convalescent Home, In	4/1/25	3.7	Mason Doidge	Drafting/revising mediation brief. While drafting, tried to call client to elaborate on some of the facts (client did not answer, I left a voicemail); also emailed OC seeking clarification on their demographic info discrepancy on number of current/former ees
208450	Magdaleno v. San Pedro Convalescent Home, In	4/1/25	0.1	Mason Doidge	Texted client to schedule call; he responded promptly and we scheduled a call at 11am tomorrow.
208450	Magdaleno v. San Pedro Convalescent Home, In	4/2/25	2	Mason Doidge	Drafting/revising mediation brief; conferring with Roman throughout; called client to clarify some factual issues.
208450	Magdaleno v. San Pedro Convalescent Home, In	4/3/25	0.3	Mason Doidge	Discussing regular rate theory, shift differentials alternative workweek schedule.
208450	Magdaleno v. San Pedro Convalescent Home, In	4/8/25	3.8	Mason Doidge	Mediation and reviewing notes beforehand.
208450	Magdaleno v. San Pedro Convalescent Home, In	4/8/25	0.5	Mason Doidge	Reviewed, revised MOU drafted by OC; sent back to Roman with my thoughts
208450	Magdaleno v. San Pedro Convalescent Home, In	4/9/25	0.2	Mason Doidge	Final review of MOU, accepted redlines, sent to OC as PDF.
208450	Magdaleno v. San Pedro Convalescent Home, In	4/11/25	0.4	Mason Doidge	Tried calling client re MOU being sent via docusign; no answer, left vm; texted him to follow up; sent MOU via docusign
208450	Magdaleno v. San Pedro Convalescent Home, In	4/11/25	0.2	Mason Doidge	Added Roman's signature to the MOU signed by client; sent to OC
208450	Magdaleno v. San Pedro Convalescent Home, In	6/2/25	0.1	Mason Doidge	Verifying status conference statement, statement due date, calendared.
208450	Magdaleno v. San Pedro Convalescent Home, In	6/11/25	0.7	Mason Doidge	Drafted status conference statement; sent to OC; OC responded asking me to make minor revisions; made the requested revisions and tasked kat with filing
208450	Magdaleno v. San Pedro Convalescent Home, In	6/11/25	0.9	Mason Doidge	Reviewing/revising settlement agreement drafted by OC
208450	Magdaleno v. San Pedro Convalescent Home, In	6/12/25	2.2	Mason Doidge	Reviewing/revising long form PAGA and individual settlement agreements.
208450	Magdaleno v. San Pedro Convalescent Home, In	6/17/25	0.1	Mason Doidge	Checking status of friday hearing; discrepancy in firm calendar (two hearings at different times)
208450	Magdaleno v. San Pedro Convalescent Home, In	6/20/25	0.7	Mason Doidge	Attended status conference; wrote hearing memo after
208450	Magdaleno v. San Pedro Convalescent Home, In	6/24/25	0.4	Mason Doidge	Reviewed Roman's changes to settlement agreements; sent to OC
208450	Magdaleno v. San Pedro Convalescent Home, In	6/26/25	0.5	Mason Doidge	Reviewed settlement agreement; noticed we have not chosen admin, which could present issues later; discussed with Roman and followed up with OC
208450	Magdaleno v. San Pedro Convalescent Home, In	7/11/25	0.1	Mason Doidge	Reviewing status re settlement to inform Enoch's team in preparation for transfer, noted for Roman
208450	Magdaleno v. San Pedro Convalescent Home, In	7/17/25	0.4	Mason Doidge	Sent out emails to admin for quotes for settlement administration; discussed with Arianna whether this case has been assigned to her
208450	Magdaleno v. San Pedro Convalescent Home, In	7/18/25	0.6	Mason Doidge	Reviewed admin quotes, revised settlement agreement adding admin and changing the amount allocated to admin
208450	Magdaleno v. San Pedro Convalescent Home, In	7/18/25	0.1	Mason Doidge	Sent updated settlement agreement and quotes to OC
208450	Magdaleno v. San Pedro Convalescent Home, In	7/18/25	0.1	Mason Doidge	Reviewing status of settlement draft; sent to Arianna for her input
208450	Magdaleno v. San Pedro Convalescent Home, In	7/21/25	0.4	Mason Doidge	Revising settlement agreement to add admin after emailing with OC and reaching an agreement on admin. Discussed whether it is ready to finalize with Arianna

Case Number	Case Title	Entry Date	Billable Time	Staff Name - (Full)	Note
208450	Magdaleno v. San Pedro Convalescent Home, In	7/21/25	0.6	Mason Doidge	After Enoch suggested changes to settlement draft, discussed with Roman then revised; sent word doc with redlines and clean pdf version to OC for approval
208450	Magdaleno v. San Pedro Convalescent Home, In	7/21/25	0.4	Mason Doidge	Spoke to client about settlement agreements being finalized; sent to him via docusign.
208450	Magdaleno v. San Pedro Convalescent Home, In	7/23/25	0.3	Mason Doidge	After client signed settlement agreements, downloaded, added our signature to PAGA settlement, and sent to OC
208450	Magdaleno v. San Pedro Convalescent Home, In	7/25/25	0.4	Mason Doidge	Updating Arianna/Enoch on status, fully executed paga settlement agreement
208450	Magdaleno v. San Pedro Convalescent Home, In	8/20/25	0.2	Mason Doidge	Discussing costs letter, status of dismissal with Roman and Kat
	Total Time		30.7		

Case Number	Case Title	Entry Date	Billable Time	Staff Name - (Full)	Note
208450	Magdaleno v. San Pedro Convalescent Home, In	6/19/24	1.5	Roman Shkodnik	prepare LWDA letter
208450	Magdaleno v. San Pedro Convalescent Home, In	6/24/24	0	Roman Shkodnik	review complaint
208450	Magdaleno v. San Pedro Convalescent Home, In	6/28/24	3	Roman Shkodnik	review complaint
208450	Magdaleno v. San Pedro Convalescent Home, In	8/19/24	1	Roman Shkodnik	review FAC
208450	Magdaleno v. San Pedro Convalescent Home, In	8/26/24	0.5	Roman Shkodnik	review FAC
208450	Magdaleno v. San Pedro Convalescent Home, In	4/4/25	3	Roman Shkodnik	review mediation brief
208450	Magdaleno v. San Pedro Convalescent Home, In	4/8/25	8	Roman Shkodnik	attend mediation
208450	Magdaleno v. San Pedro Convalescent Home, In	6/20/25	1	Roman Shkodnik	review settlement
208450	Magdaleno v. San Pedro Convalescent Home, In	6/24/25	2	Roman Shkodnik	review settlement agreements
	Total Time		20		

Case Number	Case Title	Entry Date	Billable Time	Staff Name - (Full)	Note
208450	Magdaleno v. San Pedro Convalescent Home, In	7/21/25	0.5	Arianna Razi	Review PAGA settlement agreement.
208450	Magdaleno v. San Pedro Convalescent Home, In	7/31/25	2.6	Arianna Razi	Draft Plaintiff's request for dismissal, my declaration in support thereof, and the proposed order.
208450	Magdaleno v. San Pedro Convalescent Home, In	9/8/25	0.6	Arianna Razi	Draft cover pages for admin declaration and Gorlick declaration. Draft correspondence to both regarding the same.
208450	Magdaleno v. San Pedro Convalescent Home, In	9/9/25	2.5	Arianna Razi	Draft proposed order and EK's declaration in support of motion for approval of PAGA settlement.
208450	Magdaleno v. San Pedro Convalescent Home, In	9/10/25	3.7	Arianna Razi	Continue drafting EK's declaration in support of motion for PAGA approval.
208450	Magdaleno v. San Pedro Convalescent Home, In	9/10/25	0.2	Arianna Razi	Set up case anywhere account; post message on message board re: seeking approval of a PAGA settlement by a joint stipulation.
208450	Magdaleno v. San Pedro Convalescent Home, In	9/10/25	1.8	Arianna Razi	Draft memorandum of points and authorities in support of motion for approval of PAGA settlement.
208450	Magdaleno v. San Pedro Convalescent Home, In	9/11/25	2.8	Arianna Razi	Continue drafting memorandum of points and authorities in support of motion for approval of PAGA settlement.
208450	Magdaleno v. San Pedro Convalescent Home, In	9/12/25	0.6	Arianna Razi	Compile exhibit list for motion for approval of PAGA settlement.
208450	Magdaleno v. San Pedro Convalescent Home, In	9/15/25	0.6	Arianna Razi	Review EK's edits to the memorandum of points and authorities and implement the same edits to EK's declaration. Draft correspondence to defense counsel re: proposed order and motion papers for their review.
208450	Magdaleno v. San Pedro Convalescent Home, In	9/16/25	0.1	Arianna Razi	Review correspondence from defense counsel re: escalator clause and status of review of motion papers.
208450	Magdaleno v. San Pedro Convalescent Home, In	9/17/25	0.1	Arianna Razi	Review correspondence from defense counsel.
208450	Magdaleno v. San Pedro Convalescent Home, In	9/17/25	0.8	Arianna Razi	Finalize motion papers and review attorneys' hours and lodestar materials.
208450	Magdaleno v. San Pedro Convalescent Home, In	9/17/25	0.3	Arianna Razi	Revise motion papers based on additional attorneys' costs.
Total Time			17.2		

Case Number	Case Title	Entry Date	Billable Time	Staff Name - (Full)	Note
208450	Magdaleno v. San Pedro Convalescent Home, In	6/7/24	2.3	Emma Geesaman	reviewing personnel file; creating Defendants, Venue, and Main Issue docs
208450	Magdaleno v. San Pedro Convalescent Home, In	6/7/24	0.3	Emma Geesaman	reviewing WT notes from Sol and drafting questions
208450	Magdaleno v. San Pedro Convalescent Home, In	6/7/24	0.9	Emma Geesaman	drafting complaint
208450	Magdaleno v. San Pedro Convalescent Home, In	6/10/24	1.1	Emma Geesaman	drafting complaint
208450	Magdaleno v. San Pedro Convalescent Home, In	6/10/24	0.9	Emma Geesaman	drafting LWDA
208450	Magdaleno v. San Pedro Convalescent Home, In	6/10/24	0.3	Emma Geesaman	Wt intake with client
208450	Magdaleno v. San Pedro Convalescent Home, In	6/10/24	0.4	Emma Geesaman	summarizing WT notes and analyzing strength of constructive term. claim
208450	Magdaleno v. San Pedro Convalescent Home, In	6/10/24	0.3	Emma Geesaman	updating complaint and LWDA based on call with client
208450	Magdaleno v. San Pedro Convalescent Home, In	6/12/24	0.1	Emma Geesaman	checking complaint for dba issue
208450	Magdaleno v. San Pedro Convalescent Home, In	6/24/24	0.1	Emma Geesaman	discussing settlement offer with Roman
208450	Magdaleno v. San Pedro Convalescent Home, In	6/28/24	0.9	Emma Geesaman	drafting discovery
208450	Magdaleno v. San Pedro Convalescent Home, In	6/28/24	0.4	Emma Geesaman	drafting FAC
208450	Magdaleno v. San Pedro Convalescent Home, In	7/1/24	0.1	Emma Geesaman	adding case number and judicial assignment to draft FAC and discovery; adding to case chart
208450	Magdaleno v. San Pedro Convalescent Home, In	7/10/24	0.1	Emma Geesaman	adding service to chart for filed cases and deadline to respond
208450	Magdaleno v. San Pedro Convalescent Home, In	7/11/24	0.2	Emma Geesaman	reviewing ISC Order; adding dates to chart
208450	Magdaleno v. San Pedro Convalescent Home, In	7/30/24	0.1	Emma Geesaman	revising FAC
208450	Magdaleno v. San Pedro Convalescent Home, In	8/6/24	0.2	Emma Geesaman	reading intro email from OC with attached abr. agreement; reading Roman's email about reviewing AA and emailing OC re: interest in PAGA mediation; adding OC contact info to chart for filed cases
208450	Magdaleno v. San Pedro Convalescent Home, In	8/7/24	0.8	Emma Geesaman	reviewing arbitration agreements
208450	Magdaleno v. San Pedro Convalescent Home, In	8/7/24	1	Emma Geesaman	reviewing past research on unconscionability; doing additional research
208450	Magdaleno v. San Pedro Convalescent Home, In	8/7/24	0.1	Emma Geesaman	emailing OC to set up a time to discuss case
208450	Magdaleno v. San Pedro Convalescent Home, In	8/7/24	0.2	Emma Geesaman	sending roman message summarizing my review of the AAs at issue and research
208450	Magdaleno v. San Pedro Convalescent Home, In	8/7/24	0.1	Emma Geesaman	call with client re: arbitration agreement with class action waiver; dismissal of class claims and submitting ind. claims to arb.
208450	Magdaleno v. San Pedro Convalescent Home, In	8/7/24	0.1	Emma Geesaman	sending client follow up email re: dismissal of class claims
208450	Magdaleno v. San Pedro Convalescent Home, In	8/7/24	0.1	Emma Geesaman	email to OC; call scheduled for Friday at 10am
208450	Magdaleno v. San Pedro Convalescent Home, In	8/7/24	0.1	Emma Geesaman	adding call with OC to calendar
208450	Magdaleno v. San Pedro Convalescent Home, In	8/8/24	0.5	Emma Geesaman	drafting request for dismissal of class claims docs
208450	Magdaleno v. San Pedro Convalescent Home, In	8/9/24	0.1	Emma Geesaman	discussing upcoming call with OC with Roman
208450	Magdaleno v. San Pedro Convalescent Home, In	8/9/24	0.3	Emma Geesaman	call with OC; sent her a copy of LWDA letter as she was not aware we submitted one; she stated that there is a case that reached a PAGA settlement and the PAGA Period encompasses the time our client worked for (D). PAGA Period goes through Nov. 21, 2023; She said she would discuss PAGA rep. action with client; she is also okay with us waiting to file request for dismissal of class claims until we file FAC
208450	Magdaleno v. San Pedro Convalescent Home, In	8/9/24	0.1	Emma Geesaman	discussing call with OC with Roman
208450	Magdaleno v. San Pedro Convalescent Home, In	8/13/24	0.7	Emma Geesaman	Started drafting joint ISC statement
208450	Magdaleno v. San Pedro Convalescent Home, In	9/5/24	0.4	Emma Geesaman	revising joint ISC statement and creating task for Roman to review
208450	Magdaleno v. San Pedro Convalescent Home, In	9/5/24	0.1	Emma Geesaman	calling client to decline Constructive term/discrim. case; left voicemail
208450	Magdaleno v. San Pedro Convalescent Home, In	9/5/24	0.2	Emma Geesaman	declining constructive term/discrim. case; sending follow up email; gave case update
208450	Magdaleno v. San Pedro Convalescent Home, In	9/5/24	0.2	Emma Geesaman	sending email to OC with draft ISC statement, following up on interest in PAGA mediation, following up on request for documents related to previous PAGA settlement
208450	Magdaleno v. San Pedro Convalescent Home, In	9/9/24	0.1	Emma Geesaman	adding reminder to calendar to follow up with OC re: draft ISC statement if I dont hear back from them by Wed. morning
208450	Magdaleno v. San Pedro Convalescent Home, In	9/11/24	0.1	Emma Geesaman	sending OC follow up email re: changes to joint ISC Statement
208450	Magdaleno v. San Pedro Convalescent Home, In	9/11/24	0.3	Emma Geesaman	reviewing OC changes to joint statement; revising; sending back with changes; also requested copy of complaint and PAGA settlement in previous PAGA case and number of aggrieved employees outside that PAGA settlement period
208450	Magdaleno v. San Pedro Convalescent Home, In	9/11/24	0.2	Emma Geesaman	finalizing joint ISC statement; creating task for Natalia to file
208450	Magdaleno v. San Pedro Convalescent Home, In	9/19/24	0.2	Emma Geesaman	discussing ISC statement with mason in advance of initial status conference
208450	Magdaleno v. San Pedro Convalescent Home, In	9/19/24	0.5	Emma Geesaman	attending ISC
208450	Magdaleno v. San Pedro Convalescent Home, In	11/14/24	0.1	Emma Geesaman	sending template language for informal discovery requests to Mason
	Total Time		15.3		

Case Number	Case Title	Entry Date	Billable Time	Staff Name - (Full)	Note
208450	Magdaleno v. San Pedro Convalescent Home, In	7/21/25	0.5	Enoch Kim	Review draft settlement agreement and provide feedback to team re proposed revisions.
208450	Magdaleno v. San Pedro Convalescent Home, In	9/10/25	1.3	Enoch Kim	Review settlement agreement; review and revise request for dismissal of class claims and a defendant; confer with AR re same.
208450	Magdaleno v. San Pedro Convalescent Home, In	9/15/25	1.8	Enoch Kim	Review and revise PAGA approval motion; confer with AR re same.
208450	Magdaleno v. San Pedro Convalescent Home, In	9/17/25	1.6	Enoch Kim	Review and revise PAGA approval motion documents.
	Total Time		5.2		

EXHIBIT 5