John G. Yslas (SBN 187324)
john.yslas@wilshirelawfirm.com
Arrash T. Fattahi (SBN 333676)
arrash.fattahi@wilshirelawfirm.com
John O. Bishay (SBN 358653)
john.bishay@wilshirelawfirm.com
**WILSHIRE LAW FIRM, PLC**
660 S. Figueroa St., Sky Lobby
Los Angeles, California 90017
Telephone: (213) 381-9988
Facsimile: (213) 381-9989

Attorneys for Plaintiffs

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**FOR THE COUNTY OF SAN BERNARDINO**

LATRIESE CHERI BECKER, LAKEISHA BECKER, ELIZABETH CASTRO, and MAGALI YASMIN MIRANDA-JIMENEZ, on behalf of the State of California and other aggrieved persons,

*Plaintiffs*,

vs.

ASISTENCIA VILLA POST ACUTE LLC, a California limited liability company; and DOES 1 through 10, inclusive,

*Defendants*.

Case No.: CIVSB2526310

[*Assigned for all purposes to:* Hon. Charlie L. Hill, Jr., Dept. S30]

**DECLARATION OF JOHN G. YSLAS IN SUPPORT OF PLAINTIFFS' MOTION FOR APPROVAL OF PAGA SETTLEMENT**

PAGA APPROVAL HEARING:
DATE: February 4, 2027
TIME: 8:30 a.m.
DEPT.: S30

| | |
|---|---|
| Complaint filed: | September 10, 2025 |
| FAC filed: | November 24, 2025 |
| SAC filed: | September 17, 2026 |
| Trial date: | Not set |

**DECLARATION OF JOHN G. YSLAS**

I, John G. Yslas, declare as follows:

1. I am an attorney at law licensed to practice before all of the courts of the State of California. I am a senior partner at Wilshire Law Firm, PLC ("WLF" or "PAGA Counsel"), counsel for Plaintiffs Latriese Cheri Becker, Lakeisha Becker, Elizabeth Castro, and Magali Yasmin Miranda-Jimenez ("Plaintiffs") in this matter. I am thoroughly familiar with and have personal knowledge of all of the facts set forth herein.

2. I submit this declaration in support of Plaintiffs' Motion for Approval of PAGA Settlement.

Relevant Facts and Procedural History

3. On August 16, 2024, Plaintiff Latriese Becker filed a putative class action against Defendant in this Court, Case No. CIVSB2424563 (the "Class Action"). Settlement Agreement § 2.1. Defendant moved to compel Plaintiff Latriese Becker to arbitrate her claims on an individual basis and to dismiss her class allegations based on the class action waiver in her arbitration agreement. On July 31, 2025, the Court granted Defendant's motion and stayed the Class Action pending arbitration. On September 10, 2025, Plaintiffs Latriese Becker and Lakeisha Becker ("Plaintiffs Becker") commenced the instant Action by filing a representative action against Defendant AVPA LLC dba Asistencia Villa Post Acute LLC ("AVPA" or "Defendant") alleging a single cause of action for civil penalties pursuant to the California Private Attorneys General Act, Cal. Labor Code § 2699, *et seq.* ("PAGA"). On November 24, 2025, Plaintiffs Becker filed a First Amended Complaint in the Action adding Elizabeth Castro as a named plaintiff. On September 17, 2026, Plaintiffs filed a Second Amended Complaint adding Magali Yasmin Miranda-Jimenez as a named plaintiff (the "Operative Complaint"). On October 26, 2026, Plaintiff Latriese Becker filed a Request for Dismissal of the Class Action in its entirety, without prejudice, and dismissal was entered the same day.

4. Pursuant to Labor Code section 2699.3, subdivision (a), Plaintiffs gave timely written notice to the Labor and Workforce Development Agency ("LWDA") and Defendant of the specific provisions of the Labor Code alleged to have been violated, including the facts and

theories in support. Plaintiffs Latriese Becker and Lakeisha Becker gave notice on June 20, 2024 (LWDA-CM-1035159-24 and LWDA-CM-1035129-24, respectively), Plaintiff Elizabeth Castro gave notice on September 19, 2025 (LWDA-CM-1126502-25), and Plaintiff Magali Yasmin Miranda-Jimenez gave notice on June 4, 2026 (LWDA-CM-1182166-26). Attached hereto as **Exhibit 1** are true and correct copies of the PAGA Notice Letters.

5. Thereafter, the Parties met and conferred and agreed to mediate the PAGA Action with Joshua Konecky, Esq., a well-respected and experienced mediator in wage-and-hour class and representative actions. In advance of mediation, PAGA Counsel conducted a thorough investigation into the facts of, and applicable law to, the PAGA Action. Prior to mediation, Plaintiffs obtained through informal discovery a representative sampling of time and payroll data for aggrieved employees and the necessary policy documents to properly evaluate the strengths and weaknesses of the claims and engage in meaningful settlement discussions.

6. On July 7, 2026, the Parties engaged in an all-day mediation session before Joshua Konecky, Esq. With his help, the Parties were able to reach an agreement on general settlement terms at mediation. The settlement was negotiated in light of all known facts and circumstances and the uncertainty associated with litigation – including the risk of Plaintiffs not being able to maintain representative claims, the difficulty of proving Plaintiffs' claims in a manageable trial, the merits of Defendant's potential defenses, and the significant delay and potential appellate issues inherent to litigation – and was reached after extensive arm's length negotiations, with the assistance of Joshua Konecky, Esq.

PAGA Settlement

7. The Settlement Agreement negotiated by the Parties provides for a Gross Settlement Amount ("GSA") payment in the amount of $138,000.00 to resolve the PAGA Action. Settlement Agreement §§ 1.12, 3.1. The GSA will be used to pay the Individual PAGA Payments, LWDA PAGA Payment, PAGA Counsel Fees, PAGA Counsel Costs, PAGA Service Awards, and Administration Costs. Settlement Agreement § 1.12. After deducting the PAGA Counsel Fees, PAGA Counsel Costs, PAGA Service Awards, and Administration Costs from

the GSA, the amount remaining shall be distributed as PAGA Penalties with 65% allocated to the LWDA PAGA Payment, and 35% allocated to Individual PAGA Payments. Settlement Agreement § 1.23. Attached hereto as **Exhibit 2** is a true and correct copy of the PAGA Settlement Agreement.

8. This PAGA Settlement amount compares favorably to the estimated amount of PAGA penalties. Plaintiffs calculated that the maximum amount of statutory PAGA civil penalties was potentially $626,100.00 for an estimated 363 employees based on 6,261 pay periods.[1]

Assessment of Amount in Controversy and Risks of Continued Litigation

9. Plaintiffs and my firm remain confident of the merits of Plaintiffs' claims. Plaintiffs' allegations that Defendant failed to pay Plaintiffs and the aggrieved employees all of their owed wages are based on Defendant's failure to pay employees for work performed "off-the-clock." With respect to the meal period allegation, Plaintiffs allege that Defendant lacked compliant policies providing meal periods during the PAGA Period. Although Plaintiffs contend that this allegation is meritorious, there is risk with this underlying claim, particularly because Defendant issued some meal period premiums to its employees and implemented meal period waivers throughout the covered period. With respect to the rest period allegation, Plaintiffs contend that employees, including themselves, were not provided with California-compliant rest periods. Again, despite Plaintiffs' contention that this allegation is credible, proving rest period allegations is particularly difficult because rest periods do not have to be recorded and Defendant can argue that the aggrieved employees chose to voluntarily forego their rest periods. With respect to the unreimbursed business expenses allegation, Plaintiffs allege that Defendant required them to purchase work attire, without reimbursement from Defendant. Defendant disputes this claim. With regard to Plaintiffs' wage statement claims, Defendant argues that the wage statements issued

[1] Stacking is where more than one civil penalty is imposed in a pay period for the same conduct. The valuation of $626,100.00 is the civil penalty amount without stacking. If stacking is permitted, then the valuation increases with each additional penalty added to each pay period. Courts to consider the issue have refused to "stack" penalties. *See Carrington v. Starbucks Corp*., 30 Cal.App.5th 504 (2018).

to employees meet the requirements of Labor Code § 226(a).

10. Plaintiffs believed there was a legitimate risk of the Court significantly reducing penalties given the technical nature of the alleged violations. Without this settlement, the Parties face preparation for trial, as well as extensive formal discovery efforts and depositions. As a result, the Parties would incur considerably more attorneys' fees and costs through trial. This settlement avoids those risks and the accompanying expense. Thus, this factor favors settlement approval.

11. Defendant estimates that the aggrieved employees worked 6,261 pay periods during the PAGA Period. Settlement Agreement § 4.1. My expert determined that substantially all of those pay periods presented issues with regard to unpaid wages, meal period violations, rest period violations, and unreimbursed business expenses. Applying the $100 "initial violation" penalty for each of these pay periods, Defendant's potential PAGA exposure is $626,100.00 (based on 6,261 pay periods). However, Plaintiffs discounted this maximum exposure by 70% to account for Defendant's contention that the underlying allegations lacked merit, Defendant's largely compliant policies, Defendant's issuance of meal period premiums to aggrieved employees, Defendant's implementation of meal period waivers throughout the liability period, the relatively modest violation rate for meal periods (3.6%), the risk of not prevailing on the merits, and the Court's discretion in reducing penalties. The estimated realistic total potential recovery is therefore $187,830.00 ($626,100 x 30%).

12. The proposed Settlement of $138,000.00 therefore represents approximately 73.5% of Plaintiffs' reasonably forecasted total recovery ($138,000.00 / $187,830.00). In this case, continued litigation would delay payment to the LWDA and the aggrieved employees as they await trial and, potentially, appellate proceedings. Furthermore, while Plaintiffs are confident in the merits of the case, a legitimate controversy exists as to each of the predicate Labor Code violations. The possibility that the Court finds no liability at the PAGA bench trial is also a risk. In sum, when the risks of litigation, the burdens of proof necessary to establish liability, and the probability of appeal of a favorable judgment are balanced against the merits of Plaintiffs' claims, it is clear the settlement amount is fair. Further, because of the proposed Settlement, the aggrieved employees will receive timely, guaranteed relief and will avoid the risk of an unfavorable judgment.

13. If the Court approves the terms of the Settlement, each aggrieved employee's payment will average approximately $34.60 and approximately $23,323.78[2] will go to the LWDA. In reality, some employees will likely receive more, and others may receive less depending on the length of their employment with Defendant.

Attorneys' Fees and Costs

14. Plaintiffs are represented by WLF. The attorneys at WLF performed significant work and expended litigation costs in prosecuting this matter with no guarantee of payment.

15. WLF has been selected by Best Lawyers and U.S. News & World Report as one of the nation's Best Law Firms since 2020 and is comprised of more than 100 attorneys and over 600 employees. WLF is actively and continuously practicing in employment litigation, representing employees in both individual and class actions in both state and federal courts throughout California.

16. WLF is qualified to handle this litigation because its attorneys are experienced in litigating Labor Code violations in individual, class action, and representative action cases. WLF has handled, and is currently handling, numerous wage and hour class action lawsuits, as well as class actions involving consumer rights and data privacy litigation.

17. I graduated from the University of California, Santa Barbara with High Honors in 1991 with Bachelor of Arts degrees in Psychology. I received my Juris Doctor from UCLA Law School in 1996.

18. Upon graduating from law school in 1996, I worked for a boutique law firm practicing general litigation which included employment law matters. Since 2000 (that is, the last 26 years) my practice has been exclusively focused on labor and employment matters including handling wage and hour class, collective and representative actions (including the California Private Attorneys General Act, or "PAGA"), as well as work performed at the international law

[2] The PAGA Penalties are: $138,000.00 minus $46,000.00 for attorneys' fees, minus $19,617.26 for litigation expenses, minus $30,000.00 for Plaintiffs' service awards, and minus $6,500.00 in administration costs. This leaves $35,882.74, 65% of which will be paid to the LWDA ($23,323.78), and 35% of which will be paid to the aggrieved employees ($12,558.96).

firms of Morgan, Lewis & Bockius LLP (where I was a senior associate), Foley & Lardner LLP (where I was a partner and a national Vice Chair of the Labor and Employment Group), Norton Rose Fulbright LLP (where I was a partner) and Seyfarth Shaw (where I was a partner and member of the Wage and Hour Practice Group). During my time at these law firms, I was the primary attorney or took a major leading role in defending employers on numerous wage and hour class, collective and representative actions.

19. In late June 2022, I left Seyfarth Shaw LLP and joined my current firm, Wilshire Law Firm, PLC, to represent plaintiff employees. I have been and am handling many wage and hour class and representative actions litigating such matters on behalf of plaintiff employees in numerous Superior Courts and District Courts. Across matters representing both plaintiffs and defendants, I have successfully mediated the resolution of many wage and hour class, collective, and representative actions. Since starting to settle cases in late April 2023 I have already successfully mediated matters in which I have been counsel or co-counsel resulting in **over $300 million** in settlements and verdicts that are in the process of being finalized, and with numerous upcoming mediations scheduled. In these and numerous other matters, I have managed and assisted with the litigation and settlement of many wage and hour PAGA and class actions. In those actions, I performed similar tasks as those performed in the course of prosecuting this action. Indeed, I recently tried and prevailed in achieving a jury verdict in a certified wage and hour class action in the matter of *Aguilar-Flores v. Javier's – CC LLC*, Los Angeles County Superior Court, Case No. 19STCV36438 (settled after verdict).

20. I have received numerous awards for my legal work. For example, from 2015 to 2018, I was listed in Los Angeles Super Lawyers for Employment Litigation (Thomson Reuters) have also served on numerous prominent boards and in other leadership positions, including currently serving as Southern California Regional President for the Hispanic National Bar Association and on the board of directors of the Mexican American Bar Foundation. I also previously served on the five-member Los Angeles Civil Service Commission, which generally oversees the personnel decisions for the City of Los Angeles.

21. I have also published numerous blogs on labor and employment law issues including

on wage and hour issues. For example, I published "Headline News: Wal-Mart v. Dukes-Impact on Class Action Litigation" (while a partner with Foley & Lardner LLP) and "Are You Really Protected From Wage-and-Hour Successor Liability in an Asset Purchase" (while a partner with Seyfarth Shaw LLP). I have also been a presenter at numerous conferences, including being a presenter involving the "Employment Law Update" at a National Employment Law Council conference. I currently bill at an hourly rate of $1,500.00.

22. Arrash T. Fattahi is a Partner at WLF. He graduated from the University of California, Los Angeles with a Bachelor of Arts in Political Science, summa cum laude, and received his Juris Doctor from The George Washington University Law School, where he was a member of the student editorial board for the Federal Circuit Bar Journal. His practice is focused on advocating for the rights of consumers and employees in class action and appellate litigation, and he has over five years of experience litigating wage and hour class actions, including serving as appointed class counsel in numerous wage and hour class actions in California Superior Courts. He was selected as a "Southern California Rising Star" in 2025, 2026 and 2027. His contingent hourly rate for this matter is $850.00 per hour.

23. John O. Bishay is a second-year Associate Attorney at WLF. He was admitted to practice law in the State of California in December 2024. He graduated from the University of California, Riverside with a Bachelor of Arts in Philosophy and received his Juris Doctor from the Chapman University Dale E. Fowler School of Law. Since his admission to the State Bar, his practice has focused on wage and hour class action litigation. His contingent hourly rate for this matter is $500.00 per hour.

24. WLF's hourly rates are comparable to those charged by other class action plaintiffs' counsel and the firms defending class actions. WLF's rates are well within the range of hourly rates that the Los Angeles legal marketplace would compensate counsel for similar services accomplishing similar results. For example, in *Bronshteyn v. State of California*, Los Angeles County Superior Ct. No. 19SMCV00057, Order Granting Plaintiff's Motion for Statutory Attorneys' Fees and Costs filed March 30, 2023, an employment action brought by two small law firms (Levy, Vinick, Burrell & Hyams LLP and Law Offices of Wendy Musell), the court found

that counsel's 2022 hourly rates of $1,100 and $1,000 per hour were reasonable for the plaintiff's five senior attorneys, including $1,000 per hour for the plaintiff's 23-year lead counsel and $850 per hour for a senior associate. These rates were then augmented by a 1.75 lodestar multiplier and affirmed by the California Court of Appeals. The rates (and multiplier) requested here are well in line with those found reasonable in *Bronshteyn*. In *Tran v. Golden State FC LLC*, *et al*. (LASC Case No. BC699931), Fee Order filed 4/8/2022, the court found hourly rates of $1,300 per hour reasonable for plaintiff's 32-year attorney and $1,000 per hour reasonable for a 14-year attorney. The multiplier here is even more compelling given PAGA Counsel represents approximately 363 aggrieved employees.

25. WLF has been approved as Class Counsel by courts in California. *See,* e.g., *Matthew Veliz v. DrinkPak, LLC*, Los Angeles County Superior Court, Case No. 22STCV37384, *Ismael Villegas-Sanchez v. COE Orchard Equipment, Inc.*, Sutter County Superior Court, Case No. CVCS22-0002261; *Jessica Bronsal v. PTI Technologies Inc.*, Ventura County Superior Court, Case No. 202200570361CUOE; *Miguel A. Vigil Ruiz v. The De Ruosi Group, LLC*, San Joaquin County Superior Court, Case No. STK-CV-UOE-2022-8780; *Gutierrez v. Top Drawer Merch, LLC et al*, Los Angeles County Superior Court, Case No. 23STCV04299; *Wing v. Road Machinery, LLC et al*, Kern County Superior Court, Case No. BCV-22-102896; *Hernandez v. SGPS Showrig Los Angeles, Inc.*, Los Angeles County Superior Court, Case No. 22STCV28155; *Azevedo v. Tulare Nursing & Rehabilitation Hospital, Inc.*, Tulare County Superior Court, Case No. VCU293325; *Haser v. Universal Chain of California, Inc.*, Sacramento County Superior Court, Case No. 34-2022-00332268; *Caldera v. Performance Online, Inc. et al*, Riverside County Superior Court, Case No. CVRI2306013; *Goosby v. CiminoCare, Inc.*, Sacramento County Superior Court, Case No. 34-2022-00329033; *Rooks v. Hot Cakes Restaurant Group, Inc.*, San Joaquin County Superior Court, Case No. STK-CV-UOE-2022-11056; *Garcia v. Compassionate Heart*, Orange County Superior Court, Case No. 30-2022-01294409-CU-OE-CXC; *Parra v. Citrus Valley Management Services, Inc.*, Riverside County Superior Court, Case No. CVRI2301768; *Torres v. HomeShield Pest Control Inc.*, Placer County Superior Court, Case No. S-CV-0049525; *Cabrera v. Creekside Auto Group*, Santa Clara County Superior Court, Case No. 23CV415661; *Simpson v. Arcos*, Riverside Superior Court,

Case No. CVRI2303337; *Payne v. Planned Parenthood: Shasta-Diablo, Inc.*, San Francisco County Superior Court, Case No. CGC-23-607359. The total hours expended on this action are reasonable and in line with those expended in comparable cases.

26. In cases in which WLF has been approved as Class Counsel, California courts have approved rates similar to those requested by WLF in the instant case. *See*, e.g., *Rodolfo Ponce v. Youbar, Inc.*, Los Angeles County Superior Court, Case No. 22STCV37519 (WLF's rates were approved as follows: John G. Yslas ($1,500.00), Samantha A. Smith ($1,000.00), Jeffrey C. Bils ($850.00), Aram Boyadjian ($600.00), Lisa B. Iturriaga ($550.00), and Andrew Sandoval ($500.00)); *Sabrina N. Batres v. Wish Automotive II, Inc. dba Infiniti of Van Nuys*, Los Angeles County Superior Court, Case No. 23STCV19968 (WLF's rates were approved as follows: John G. Yslas ($1,500.00), Jeffrey C. Bils ($850.00), Aram Boyadjian ($600.00), Lisa B. Iturriaga ($550.00), and Andrew Sandoval ($500.00)); *Diandrea Correa et al. v. CareMeridian, LLC, et. al.,* Los Angeles County Superior Court, Case No. 23STCV10707 (WLF's rates were approved as follows: John G. Yslas ($1,500.00), Samantha A. Smith ($1,000.00), Jeffrey C. Bils ($850.00), Fawn F. Bekam ($800.00), Diego Aviles ($800.00), Aram Boyadjian ($600.00), Harry Erganyan ($600.00), Lisa B. Iturriaga ($550.00), and Andrew Sandoval ($500.00)); *Carlos Santos Granados v. Sunny Hills Management Co., Inc.,* Los Angeles County Superior Court, Case No. 23STCV02109 (WLF's rates were approved as follows: John G. Yslas ($1,500.00), Samantha A. Smith ($1,000.00), Jeffrey C. Bils ($850.00), Diego Aviles ($750.00), Courtney M. Miller ($650.00), Aram Boyadjian ($600.00), Harry Erganyan ($600.00), Mariam Nazaretyan ($550.00), Lisa B. Iturriaga ($550.00), and Andrew Sandoval ($500.00)); *Kayla Kurges v. Khanna Enterprises, Ltd. dba Sheraton Agoura Hills,* Los Angeles County Superior Court, Case No. 24STCV01590 (WLF's rates were approved as follows: John G. Yslas ($1,500.00), Jeffrey C. Bils ($850.00), Aram Boyadjian ($600.00), Lisa B. Iturriaga ($550.00), and Andrew Sandoval ($500.00)); *Thora Magney et al. v. Levi Strauss & Co., et al.*, Los Angeles County Superior Court, Case No. 24STCV02320 (WLF's rates were approved as follows: John G. Yslas ($1,500.00), Samantha A. Smith ($1,000.00), Jeffrey C. Bils ($850.00), Fawn F. Bekam ($800.00), Aram Boyadjian ($600.00), Lisa B. Iturriaga ($550.00), and Andrew Sandoval ($500.00)); *Armando Muniz, et al. v. Lot LLC, dba Lot Management LLC (fka Red Cow, Inc.) et. al.*,

Los Angeles County Superior Court, Case No. 22STCV32901 (WLF's rates were approved as follows: John G. Yslas ($1,500.00), Samantha A. Smith ($1,000.00), Jeffrey C. Bils ($850.00), Diego Aviles ($750.00), Aram Boyadjian ($600.00), Harry Erganyan ($600.00), Mariam Nazaretyan ($550.00), Lisa B. Iturriaga ($550.00), and Andrew Sandoval ($500.00)); *George Munoz v. Century West, LLC dba Century West BMW*, Los Angeles County Superior Court, Case No. 23STCV04247 (WLF's rates were approved as follows: John G. Yslas ($1,500.00), Samantha A. Smith ($1,000.00), Jeffrey C. Bils ($850.00), Aram Boyadjian ($600.00), Lisa B. Iturriaga ($550.00), and Andrew Sandoval ($500.00)); *Ivan S. Martinez II et. al. v. The Haar Company, et. al.,* Los Angeles County Superior Court, Case No. 23STCV21651 (WLF's rates were approved as follows: John G. Yslas ($1,500.00), Samantha A. Smith ($1,000.00), Jeffrey C. Bils ($850.00), Diego Aviles ($750.00), Aram Boyadjian ($600.00), Harry Erganyan ($600.00), Mariam Nazaretyan ($550.00), Lisa B. Iturriaga ($550.00), and Andrew Sandoval ($500.00)).

27. In support of the reasonableness of WLF's hourly rates, attached as **Exhibit 3** is a true and correct excerpt from the *2025 Real Rate Report* published by Wolters Kluwer. The Real Rate Report is widely relied upon in the legal industry because it is derived from anonymized billing data taken from actual law firm invoices that were submitted to clients and approved for payment, rather than from voluntary surveys or self-reported rates. Although the report refers to "2025" rates, the data reflects rates charged by law firms during the first half of 2024 and therefore represents the most recent available objective evidence of prevailing market rates.

a. The report provides rate information filtered by geographic market, practice type, and timekeeper role. Page 33 of the report reflects rates drawn from 565 partners and 518 associates practicing in Los Angeles. In that dataset, the third-quartile hourly rate is $1,365 for partners and $982 for associates. These figures confirm that Los Angeles is a high-rate legal market and that experienced litigation partners routinely bill in excess of $1,300 per hour based on rates actually paid by clients in 2024.: The Real Rate Report further shows that in the San Diego market, partners with 21 or more years of experience command third-quartile billing rates of approximately $1,334 per hour, confirming that highly experienced litigators in major Southern California markets routinely bill at the upper end of the rate spectrum.

b. The 2025 Real Rate Report's practice-area-specific data further supports this conclusion. Page 81 provides third-quartile rates for the detailed practice category "Employment and Labor: Other Litigation," which is directly analogous to the type of work performed in this case. That dataset includes 24 partners and 14 associates and shows a third-quartile rate of $1,252 per hour for partners and $564 per hour for associates. These figures demonstrate that even within the specialized employment litigation market, partners regularly bill well above $1,200 per hour based on rates actually charged to clients. When this practice-specific benchmark is considered together with the broader regional market data, it confirms that WLF's hourly rate for highly experienced counsel in a representative employment action falls within the upper range of prevailing market rates rather than outside it.

c. The Real Rate Report does not provide 4th quartile rates, presumably to provide a sense of the average attorney billing rates. Importantly, the third quartile represents the point below which 75% of rates fall; it is not a cap on reasonable rates. By definition, a substantial portion of partners in the relevant benchmark market routinely bill above that level, particularly those with extensive experience, specialized expertise, or leadership roles in complex litigation. Courts evaluating fee requests recognize that leading counsel in complex or representative actions may reasonably bill above median or third-quartile benchmarks where their experience, results obtained, and responsibilities justify higher rates. We firmly believe WLF belongs in the 4th quartile of attorney billing rates in Southern California. As previously discussed, WLF is a nationally recognized employment litigation firm that has been named one of the nation's *Best Law Firms* by U.S. News & World Report and Best Lawyers since 2020, and its attorneys regularly litigate complex wage-and-hour class and representative actions throughout California. I am a UCLA School of Law graduate with nearly three decades of experience litigating labor and employment matters—including as a partner and holding leadership roles at major international law firms when I was on the defense side for 26 years, as well as substantial recent class and representative action results including being one of the few attorneys in the state of California to try a wage and hour class action to verdict (and prevail), and achieving results exceeding $300 million in just the last three years since starting to settle matters as a plaintiffs'

attorney. My credentials and experience place my $1,500 hourly rate within the highest tier of Southern California employment litigators, consistent with rates that would fall within the fourth quartile beyond those reported in the Real Rate Report.

28. In an article entitled "Big Law Rates Topping $2,000 Leave Value 'In Eye of Beholder,'" written by Roy Strom and published by Bloomberg Law on June 9, 2022, the author describes how Big Law firms have crossed the $2,000-per hour rate. The article also notes that law firm rates have been increasing by just under 3% per year. A true and correct copy of this article is attached hereto as **Exhibit 4**.

29. WLF has performed significant work and incurred litigation costs in prosecuting this matter with no guarantee of any payment. The efforts expended by PAGA Counsel to achieve this result include, but are not limited to, the following:

a. the investigation of the matter, including meeting with Plaintiffs, reviewing Defendant's policies, and requesting and reviewing Plaintiffs' time and pay records, personnel files, and exploring the corporate structure of Defendant;

b. filing the Action;

c. attending status conferences and meeting and conferring with Defendant regarding the case;

d. meeting and conferring with Defendant regarding mediation, exchange of informal discovery beforehand, and negotiating with opposing counsel regarding the parameters thereof;

e. selecting a mediator and mediation date;

f. working with opposing counsel and expert consultants for the receipt of a representative sampling and analyzing the same with the aid of expert consultants and Plaintiffs to perform analyses of liability and exposure prior to attendance of the mediation in this matter;

g. reviewing policy documents from Defendant and researching applicable defenses;

h. preparation of the mediation brief and damages model for use at mediation;

i. attendance at the mediation by all Parties and Counsel;

j. communicating with Plaintiffs;

k. negotiating, finalizing and fully executing the settlement agreement; and

l. preparing and filing the instant Motion for Approval of PAGA Settlement and supporting documents.

30. WLF's current lodestar reflects the efficiencies achieved by attorneys experienced in this field with 126.9 hours of work resulting in $91,240.00 in fees. The chart below shows the calculation of hours spent by each of WLF's attorneys on this case:

| **Attorney** | **Hours** | **Hourly Rate** | **Total** |
|---|---|---|---|
| John G. Yslas | 5.6 | $1,500.00 | $8,400.00 |
| Arrash T. Fattahi | 63.4 | $850.00 | $53,890.00 |
| John O. Bishay | 57.9 | $500.00 | $28,950.00 |
| **TOTAL** | 126.9 | | **$91,240.00** |

31. This amount surpasses the requested fee award of $46,000.00, resulting in a negative multiplier. This amount does not include the time PAGA Counsel will spend at the PAGA approval hearing and assisting the Settlement Administrator following final approval. PAGA Counsel dedicated significant resources to this case by dividing the tasks required according to skill level. The hours expended by each attorney were not duplicative and reflect the extensive investigation and analysis that was required to achieve this Settlement. This time could have been spent on other potentially lucrative cases. PAGA Counsel's lodestar reflects the efficiencies achieved by attorneys experienced in this field. Moreover, PAGA Counsel has singularly assumed the risk and costs of litigation purely on a contingency basis. And, while Plaintiffs are confident in the merits of their claims, a legitimate controversy exists as to each cause of action, posing an actual risk that Plaintiffs may not succeed at trial. Any of these obstacles could have prevented recovery completely, meaning PAGA Counsel would have been left with no compensation for all the time and money invested in litigating this case. Despite these risks, PAGA Counsel took this case on a contingency basis so that aggrieved employees (a particularly vulnerable group of hourly paid workers) could be compensated for their unpaid

wages. Consequently, PAGA Counsel was precluded from focusing on, or taking on, other cases which could have resulted in a larger, and less risky, monetary gain.

32. The Court should also consider that PAGA Counsel's efforts have resulted in substantial benefits to the State of California and the aggrieved employees, in the form of a significant, non-reversionary settlement fund established to compensate the State of California and the aggrieved employees and to punish Defendant for the alleged PAGA violations. Without the efforts of PAGA Counsel, the claims alleged in the complaint would likely have gone without remedy.

33. In litigation costs, WLF has incurred $19,617.26 in expenses on items such as filing fees, service fees, mediation fees, and expert fees. All the costs incurred were reasonable and necessary for the prosecution of this case. The Settlement provides for reimbursement of costs not to exceed $30,000.00. Settlement Agreement § 3.2.2. The remaining $10,382.74 will therefore be distributed as PAGA Penalties to the LWDA and aggrieved employees. A true and correct copy of WLF's cost reports in this matter is attached hereto as **Exhibit 5**.

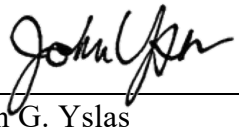
34. PAGA Counsel has negotiated a settlement here that they believe is fair, reasonable, and adequate based on their prior experience litigating these types of cases.

35. Pursuant to California Labor Code Section 2699(s)(1), Plaintiffs submitted a copy of the Operative Complaint to the LWDA on October 28, 2026. Attached hereto as **Exhibit 6** is a true and correct copy of the submission confirmation for the Operative Complaint. Pursuant to California Labor Code Section 2699(s)(2), Plaintiffs submitted the proposed Settlement Agreement to the LWDA on October 28, 2026. Attached hereto as **Exhibit 7** is a true and correct copy of the submission confirmation for the proposed Settlement Agreement. To date, the LWDA has not responded to or objected to the Settlement in this matter. Plaintiffs will submit a copy of the Court's judgment and order approving the Settlement Agreement to the LWDA within ten (10) days after entry of judgment or order.

36. WLF has no actual or potential conflict of interest with the aggrieved employees in this PAGA Action or with the Settlement Administrator that the Parties agreed to appoint, Apex Class Action LLC.

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

Executed on October 30, 2026, at Los Angeles, California.



John G. Yslas

# Exhibit 1

**WILSHIRE LAW FIRM, PLC**
3055 Wilshire Blvd, 12th Floor
Los Angeles, CA 90010
Tel: (213) 381-9988
Fax: (213) 381-9989
www.wilshirelawfirm.com

Bobby Saadian, Esq. JD/MBA

Sean Paisan, Esq.
H. Gavin Long, Esq.
Colin M. Jones, Esq.
Justin F. Marquez, Esq.
John Yslas, Esq.
Jennifer Burkes, Esq.
Tae Kim, Esq.
Jon Teller, Esq.
Daniel DeSantis, Esq.
Mary Caruso, Esq.
Nicol E. Hajjar, Esq.
Thiago M. Coelho, Esq.
Benjamin Haber, Esq.
Arsiné Grigoryan, Esq.
Arrash T. Fattahi, Esq.
Daniel Kramer, Esq.
Dorota James, Esq.
Shooka Dadashzadeh, Esq.
Arlene Elyasi, Esq.
Maxim Gorbunov, Esq.
Bradford Smith, Esq.
Arman A. Salehi, Esq.

June 20, 2024

LWDA
Attn. PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612
**(*Via Online Submission*)**

Asistencia Villa Post Acute LLC
107 W Lemon Ave
Monrovia, CA 91016
**(*Via Certified Mail, Return Receipt Requested*)**
**#9489 0090 0027 6620 2571 58**

Eugene Alkana
Agent for Service of Process for:
Asistencia Villa Post Acute LLC
131 N. El Molino Ave
Pasadena, CA 91101
**(*Via Certified Mail, Return Receipt Requested*)**
**#9489 0090 0027 6620 2571 65**

Re: ***Latriese Becker v. Asistencia Villa Post Acute LLC***
**Notice of Labor Code Violations and PAGA Penalties**

To Whom It May Concern:

Please be advised that my office has been retained by Latriese Becker ("Plaintiff") to pursue a Labor Code Private Attorneys General Act ("PAGA") representative action (Cal. Lab. Code §§ 2699, *et seq.*) against Plaintiff's former employer, Asistencia Villa Post Acute LLC ("Defendant"). The purpose of this letter is to comply with PAGA and set forth the facts and theories of California Labor Code violations which we allege Defendant engaged in with respect to Plaintiff and all of Defendant's Aggrieved Employees.

Plaintiff wishes to pursue this action as an aggrieved employee, on behalf of the State of California, as well as on behalf of all other persons who worked for Defendant in California as a non-exempt or hourly-paid employee at any time within the applicable statutory period (hereafter, the

"Aggrieved Employees").

Plaintiff and the Aggrieved Employees suffered the Labor Code violations described below.

**Plaintiff's Employment with Defendant**

Defendant owns/owned and operates/operated an industry, business, and establishment within the State of California. As such, and based upon all the facts and circumstances incident to Defendant's business in California, Defendant is subject to the California Labor Code, Wage Orders issued by the Industrial Welfare Commission ("IWC"), and the California Business & Professions Code.

Plaintiff worked for Defendant in California as an hourly-paid, non-exempt employee during the past year. During Plaintiff's employment for Defendant, Defendant paid Plaintiff an hourly wage and classified Plaintiff as non-exempt from overtime. Defendant typically scheduled Plaintiff to work at least five days in a workweek and at least eight hours per day, but Plaintiff regularly worked more than eight hours in a workday and/or more than forty (40) hours in a workweek.

Throughout Plaintiff's employment, Defendant: failed to pay for all hours worked (including minimum, straight time, and overtime wages); failed to provide Plaintiff with legally compliant meal periods (and pay corresponding meal period premium wages at the correct rate of pay); failed to authorize and permit Plaintiff to take rest periods; failed to include all non-discretionary remuneration when calculating overtime pay, sick pay, and meal and rest period premium pay; failed to timely pay all final wages to Plaintiff when Defendant terminated Plaintiff's employment; failed to furnish accurate wage statements to Plaintiff; and failed to indemnify Plaintiff for expenditures. As discussed below, Plaintiff's experience working for Defendant was typical and illustrative.

**Defendant Failed to Pay for All Hours Worked, Including Minimum, Straight Time, and Overtime Wages**

Under California law, an employer must pay for all hours worked by an employee. "Hours worked" is 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.

In addition, Labor Code § 510 provides that employees in California shall not be employed more than eight hours in any workday or forty (40) hours in a workweek unless they receive additional compensation beyond their regular wages in amounts specified by law.

Labor Code §§ 1194 and 1198 also provide that employees in California shall not be employed more than eight hours in any workday unless they receive additional compensation beyond their regular wages in amounts specified by law. Additionally, Labor Code § 1198 states that the employment of an employee for longer hours than those fixed by the IWC is unlawful.

Throughout the statutory period, Defendant maintained a policy and practice of not paying Plaintiff

and the Aggrieved Employees for all hours worked, including minimum, straight time, and overtime wages. Defendant required Plaintiff and the Aggrieved Employees to work "off-the-clock", uncompensated, by, for example, requiring Plaintiff and the Aggrieved Employees to perform work prior to clocking in for the workday, during unpaid meal periods, and after clocking out for the workday. Some of this unpaid work should have been paid at the overtime rate. In failing to pay for all hours worked, Defendant also failed to maintain accurate records of the hours Plaintiff and the Aggrieved Employees worked.

The failure to pay for all hours worked also includes a system of time rounding and/or synthetic timekeeping that resulted in unpaid compensation for time worked pre-shift, post-shift, and when meal periods were supposedly recorded. If proven to be implemented by Defendant, this system resulted, over a period of time, in failing to compensate Plaintiff and the Aggrieved Employees properly for all the time they have actually worked even though the realities of Defendant's operations are such that it is possible, practical, and feasible to count and pay for work time to the minute. Accordingly, this system frequently paid Plaintiff and the Aggrieved Employees less than all their work time. Some of this unpaid work also should have been paid at the overtime rate. In failing to pay for all hours worked, again Defendant may have also failed to maintain accurate records of the hours Plaintiff and the Aggrieved Employees worked.

As a result, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code §§ 210, 1197.1, and 2699(f)(2) for failing to pay for all hours worked, including minimum, straight time, and overtime wages.

**Failure to Provide Meal Periods**

Under California law, employers have an affirmative obligation to relieve employees of all duty in order to take their first 30-minute, duty-free meal periods no later than the start of sixth hour of work in a workday, and to allow employees to take their second 30-minute, duty-free meal period no later than the start of the eleventh hour of work in the workday. Further, employees are entitled to be paid one hour of additional wages for each workday they were not provided with all required meal period(s).

Despite these legal requirements, Defendant wrongfully failed to provide Plaintiff and the Aggrieved Employees with legally compliant meal periods. Defendant regularly, but not always, required Plaintiff and the Aggrieved Employees to work in excess of five consecutive hours a day without providing a 30-minute, uninterrupted, and duty-free meal period for every five hours of work, or without compensating Plaintiff and the Aggrieved Employees for meal periods that were not provided by the end of the fifth hour of work or tenth hour of work. Instead, Defendant continued to assert control over Plaintiff and the Aggrieved Employees by requiring, pressuring, or encouraging them to perform work tasks which could not be completed without working in lieu of taking mandatory meal periods, or by denying Plaintiff and the Aggrieved Employees permission to take a meal period. Defendant also never informed Plaintiff of the right to, nor

permitted Plaintiff to take, a second meal period when Plaintiff worked at least ten hours in a workday. Accordingly, Defendant's policy and practice was not to provide meal periods to Plaintiff and the Aggrieved Employees in compliance with California law.

Plaintiff and the Aggrieved Employees are thus entitled to be paid one hour of additional wages for each workday he or she was not provided with all required meal period(s). Defendant, however, regularly failed to pay Plaintiff and the Aggrieved Employees the additional wages to which they were entitled for meal periods and that were not provided.

As a result, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code §§ 210 and 2699(f)(2) for failing to provide meal periods and pay meal period premium wages.

**Failure to Authorize and Permit Rest Periods**

Employers are required by California law to authorize and permit breaks of ten uninterrupted minutes for each four hours of work or major fraction of four hours (i.e. more than two hours). Thus, for example, if an employee's work time is six hours and ten minutes, the employee is entitled to two rest breaks. Each failure to authorize rest breaks as so required is itself a violation of California's rest break laws.

Throughout the statutory period, Defendant has wrongfully failed to authorize and permit Plaintiff and the Aggrieved Employees to take legally compliant rest periods. Defendant regularly required Plaintiff and the Aggrieved Employees to work in excess of four consecutive hours a day without Defendant authorizing and permitting them to take a 10-minute, uninterrupted, duty-free rest period for every four hours of work (or major fraction of four hours), or without compensating Plaintiff and the Aggrieved Employees for rest periods that were not authorized or permitted. Instead, Defendant continued to assert control over Plaintiff and the Aggrieved Employees by requiring, pressuring, or encouraging them to perform work tasks which could not be completed without working in lieu of taking mandatory rest periods, or by denying Plaintiff and the Aggrieved Employees permission to take a rest period. Accordingly, Defendant's policy and practice was to not authorize and permit Plaintiff and the Aggrieved Employees to take rest periods in compliance with California law.

Plaintiff and the Aggrieved Employees are thus entitled to be paid one hour of additional wages for each workday he or she was not authorized and permitted to take all required rest period(s). Defendant, however, regularly failed to pay Plaintiff and the Aggrieved Employees the additional wages to which they were entitled for rest periods and that they were not authorized and permitted to take.

As a result, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code §§ 210 and 2699(f)(2) for failing to authorize and permit rest periods and pay rest period premium wages.

**Failure to Accurately Calculate Overtime Pay, Sick Pay, and Meal Period Premium Pay When Issuing Non-Discretionary Remuneration**

Federal law defining and interpreting "regular rate" under the FLSA governs this case. (*Alonzo v. Maximus, Inc.* (C.D. Cal. 2011) 832 F.Supp.2d 1122, 1129.) This "construction is supported by California case law and the DLSE Manual, each of which looks to FLSA standards to interpret the 'regular rate of pay' under California law." (*Ibid.*) "Under the FLSA, the 'regular rate' of pay 'at which an employee is employed shall be deemed to include all remuneration for employment paid to, or on behalf of, the employee,' subject to certain enumerated exceptions." (*Id.* at pp. 1129-30, quoting 29 U.S.C. § 207(e)(3).) "The burden is on Defendant to establish that its bonus payments fall within one of the exceptions in § 207(e)." (*Ibid.*)

The Department of Labor has interpreted section 207 to permit an employer to exclude a "discretionary bonus," but not a "promised bonus" from the "regular rate" of pay:

> Bonuses which are announced to employees to induce them to work more steadily or more rapidly or more efficiently or to remain with the firm are regarded as part of the regular rate of pay. Attendance bonuses, individual or group production bonuses, bonuses for quality and accuracy of work, bonuses contingent upon the employee's continuing in employment until the time the payment is to be made and the like are in this category. They must be included in the regular rate of pay.

(29 C.F.R. § 778.211 (2011); *see also* DLSE Manual § 49.1.2.4(3), incorporating 29 C.F.R. § 778.211.)

Plaintiff and/or the Aggrieved Employees received various forms of bonuses/commissions/incentive payments during pay periods where overtime was worked, but Defendant failed to *accurately* factor in the non-discretionary remuneration into their regular rate of pay.

As outlined by the California Supreme Court in *Ferra v. Loews Hollywood Hotel, LLC* (2021) 11 Cal.5th 858, 878, for purposes of paying sick pay and premiums, "the term 'regular rate of compensation' in section 226.7(c) has the same meaning as 'regular rate of pay' in section 510(a) and encompasses not only hourly wages but all nondiscretionary payments for work performed by the employee."

Defendant should have included all non-discretionary remuneration when calculating overtime pay, sick pay, and meal period premium pay. Because it didn't, Defendant is liable to Plaintiff and/or the Aggrieved Employees for the civil penalties provided for in Labor Code §§ 210 and 2699(f)(2).

**Failure to Pay All Earned Wages Twice Per Month**

Based on its failure to pay Plaintiff and the Aggrieved Employees for all wages as discussed above, Defendant also violated Labor Code § 204.

Labor Code § 204 requires employers to pay employees all earned wages two times per month. Throughout the statute of limitations period applicable to this cause of action, employees were entitled to be paid twice a month at their regular rates, including all meal period premium wages owed, rest period premium wages owed, and wages owed for overtime hours worked. However, during all such times, Defendant systematically failed and refused to pay the employees all wages due, and failed to pay those wages twice a month, in that employees were not paid all wages for all meal periods not provided by Defendant, all wages for all rest periods not authorized and permitted by Defendant, and all wages for all hours worked. As a result, Defendant owes employees the legally required wages for unpaid wages, and Plaintiff and the Aggrieved Employees suffered damages in those amounts.

Moreover, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 210 for failing to pay all earned wages twice per month.

**Failure to Maintain Accurate Records of Hours Worked and Meal Periods**

Plaintiff seeks penalties under California Labor Code § 1174(d). Pursuant to California Labor Code § 1174.5, any person, including any entity, employing labor who willfully fails to maintain accurate and complete records required by California Labor Code § 1174 is subject to a penalty under § 1174.5. Pursuant to the applicable IWC Order § 7(A)(3), every employer shall keep time records showing when the employee begins and ends each work period. Meal periods and total hours worked daily shall also be recorded.

Defendant, however, failed to maintain accurate records of hours worked and all meal periods taken or missed by Plaintiff and the Aggrieved Employees.

Defendant's failure to provide and maintain records required by the California Labor Code and the applicable IWC Wage Orders deprived Plaintiff and the Aggrieved Employees the ability to know, understand and question the accuracy and frequency of meal periods, and the accuracy of their hours worked stated in Defendant's records. Therefore, Plaintiff and the Aggrieved Employees had no way to dispute the resulting failure to pay wages, all of which resulted in an unjustified economic enrichment to Defendant. As a direct result, Plaintiff and the Aggrieved Employees have suffered and continue to suffer, substantial losses related to the use and enjoyment of such wages, lost interest on such wages and expenses and attorney's fees in seeking to compel Defendant to fully perform its obligation under state law, all to their respective damage in amounts according to proof at trial. As a result of Defendant's knowing failure to comply with the California Labor Code and applicable IWC Wage Orders, Plaintiff and the Aggrieved Employees

have also suffered an injury in that they were prevented from knowing, understanding, and disputing the wage payments paid to them.

**Failure to Timely Pay All Wages at Termination**

Labor Code §§ 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

Within the applicable statute of limitations, the employment of Plaintiff and many other Aggrieved Employees ended, i.e., was terminated by quitting or being discharged, and the employment of others will be terminated. However, during the relevant time period, Defendant failed, and continues to fail to pay Plaintiff and terminated Aggrieved Employees, without abatement, all wages required to be paid by Labor Code sections 201 and 202 either at the time of discharge, or within seventy-two (72) hours of their leaving Defendant's employment. These unpaid wages include wages for unpaid work time (including minimum, straight time, and overtime wages), missed meal period premium wages, and missed rest period premium wages.

Defendant's conduct violates Labor Code §§ 201 and 202. Labor Code § 203 provides that if an employer willfully fails to pay wages owed, in accordance with sections 201 and 202, then the wages of the employee shall continue as a penalty wage from the due date, and at the same rate until paid or until an action is commenced; but the wages shall not continue for more than thirty (30) days.

Accordingly, Plaintiff and the Aggrieved Employees are entitled to recover from Defendant their additionally accruing wages for each day they were not paid, at their regular hourly rate of pay, up to thirty (30) days maximum pursuant to Labor Code § 203.

Moreover, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 2699(f)(2) for failing to timely pay all wages at termination.

**Failure to Furnish Accurate Itemized Wage Statements**

Labor Code § 226(a) provides that every employer shall furnish each of his or her employees an accurate itemized wage statement in writing showing nine pieces of information, including: (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address

of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. An employee is presumed to suffer an injury if this information is missing. (Lab. Code § 226(e)(2)(B)(iii).)

The statute further provides: "An employee suffering injury as a result of a knowing and intentional failure by an employer to comply with subdivision (a) is 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) per employee for each violation in a subsequent pay period, not to exceed an aggregate penalty of four thousand dollars ($4,000), and is entitled to an award of costs and reasonable attorney's fees." (Lab. Code § 226(e)(1).)

Throughout the statutory period, Defendant failed to furnish Plaintiff and the Aggrieved Employees with accurate, itemized wage statements showing all applicable hourly rates, and all gross and net wages earned (including correct hours worked, correct wages for meal periods that were not provided in accordance with California law, and correct wages for rest periods that were not authorized and permitted to take in accordance with California law). Whether unpaid premiums for missed meal periods must be reported as "wages earned" and credited as "hours worked" in wage statements has been a settled issue since at least 2022.

Because Defendant violated Labor Code § 226, Plaintiff and similarly Aggrieved Employees suffered injury and damage to their statutorily protected rights. Accordingly, Plaintiff and similarly Aggrieved Employees are entitled to recover from Defendant the greater of their actual damages caused by Defendant's failure to comply with Labor Code § 226(a), or an aggregate penalty not exceeding four thousand dollars ($4,000) per employee.

Moreover, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 226.3 for failing to furnish accurate itemized wage statements.

**Failure to Indemnify for Necessary Expenditures**

Labor Code § 2802(a) provides that employers shall indemnify his or her employees for all necessary business expenditures or losses that have been incurred by the employees in direct discharge of his or her duties. Throughout the statute of limitations period applicable to this cause of action, Defendant wrongfully required Plaintiff and/or the Aggrieved Employees to pay expenses that they incurred in direct discharge of their duties for Defendant. Plaintiff and/or the Aggrieved Employees paid out-of-pocket for necessary employment-related expenses (which is defined as including, without limitation, work attire, work equipment, personal protective equipment, use of personal cell phones, and/or use of personal vehicles). Plaintiff and/or the Aggrieved Employees incurred substantial expenses as a direct result of performing their job duties for Defendant, but Defendant failed to indemnify Plaintiff and/or the Aggrieved Employees for these employment-related expenses.

As a result, Defendant is liable to Plaintiff and/or the Aggrieved Employees for the civil penalties provided for in Labor Code §§ 2802 and 2699(f)(2) for failing to indemnify Plaintiff and/or the Aggrieved Employees for necessary business expenditures.

**Action for Civil Penalties Under PAGA**

In light of the above, Plaintiff alleges that Defendant violated the following provisions of the Labor Code with respect to the Aggrieved Employees:

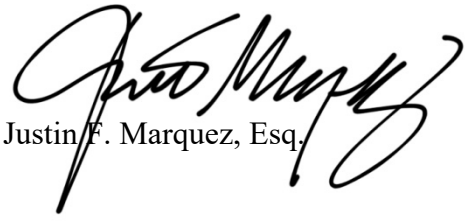
1. Labor Code § 204, 510, 1194, 1197, and 1198 by failing to pay for all hours worked, including minimum wages, straight time wages, and overtime wages;
2. Labor Code § 226.7 and applicable Wage Orders by failing to provide meal periods;
3. Labor Code § 226.7 and applicable Wage Orders by failing to authorize and permit rest periods;
4. Labor Code §§ 226.7, 246, 510, and applicable Wage Orders by failing to include all non-discretionary remuneration when calculating overtime pay, sick pay, and meal period premium pay;
5. Labor Code § 204 by failing to pay all earned wages two times per month;
6. Labor Code § 1174.5 and applicable Wage Orders by failing to maintain accurate records of hours worked and meal periods taken or missed;
7. Labor Code §§ 201 to 203 by willfully failing to pay all wages owed at termination;
8. Labor Code § 226 by failing to provide accurate itemized wage statements; and
9. Labor Code § 2802 by failing to indemnify for necessary expenditures.

Therefore, on behalf of all Aggrieved Employees, Plaintiff seeks applicable penalties related to the violations alleged above pursuant to the PAGA. These include, but are not limited to, penalties under Labor Code §§ 210, 226.3, 1174.5, 1197.1, and 2699(f)(2).

Plaintiff has placed Defendant on notice by mailing a certified copy of this correspondence, as indicated on the first page. Thank you for your attention to this matter. If you have any questions, please do not hesitate to contact me.

Sincerely,

WILSHIRE LAW FIRM



Justin F. Marquez, Esq.

**WILSHIRE LAW FIRM, PLC**
3055 Wilshire Blvd, 12th Floor
Los Angeles, CA 90010
Tel: (213) 381-9988
Fax: (213) 381-9989
www.wilshirelawfirm.com

Bobby Saadian, Esq. JD/MBA

Sean Paisan, Esq.
H. Gavin Long, Esq.
Colin M. Jones, Esq.
Justin F. Marquez, Esq.
John Yslas, Esq.
Jennifer Burkes, Esq.
Tae Kim, Esq.
Jon Teller, Esq.
Daniel DeSantis, Esq.
Mary Caruso, Esq.
Nicol E. Hajjar, Esq.
Thiago M. Coelho, Esq.
Benjamin Haber, Esq.
Arsiné Grigoryan, Esq.
Arrash T. Fattahi, Esq.
Daniel Kramer, Esq.
Dorota James, Esq.
Shooka Dadashzadeh, Esq.
Arlene Elyasi, Esq.
Maxim Gorbunov, Esq.
Bradford Smith, Esq.
Arman A. Salehi, Esq.

June 20, 2024

LWDA
Attn. PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612
**(*Via Online Submission*)**

Asistencia Villa Post Acute LLC
107 W Lemon Ave
Monrovia, CA 91016
**(*Via Certified Mail, Return Receipt Requested*)**
**#9489 0090 0027 6620 2572 26**

Eugene Alkana
Agent for Service of Process for:
Asistencia Villa Post Acute LLC
131 N. El Molino Ave
Pasadena, CA 91101
**(*Via Certified Mail, Return Receipt Requested*)**
**#9489 0090 0027 6620 2572 33**

Re: ***Lakeisha Becker v. Asistencia Villa Post Acute LLC***
**Notice of Labor Code Violations and PAGA Penalties**

To Whom It May Concern:

Please be advised that my office has been retained by Lakeisha Becker ("Plaintiff") to pursue a Labor Code Private Attorneys General Act ("PAGA") representative action (Cal. Lab. Code §§ 2699, *et seq.*) against Plaintiff's former employer, Asistencia Villa Post Acute LLC ("Defendant"). The purpose of this letter is to comply with PAGA and set forth the facts and theories of California Labor Code violations which we allege Defendant engaged in with respect to Plaintiff and all of Defendant's Aggrieved Employees.

Plaintiff wishes to pursue this action as an aggrieved employee, on behalf of the State of California, as well as on behalf of all other persons who worked for Defendant in California as a non-exempt or hourly-paid employee at any time within the applicable statutory period (hereafter, the

"Aggrieved Employees").

Plaintiff and the Aggrieved Employees suffered the Labor Code violations described below.

**Plaintiff's Employment with Defendant**

Defendant owns/owned and operates/operated an industry, business, and establishment within the State of California. As such, and based upon all the facts and circumstances incident to Defendant's business in California, Defendant is subject to the California Labor Code, Wage Orders issued by the Industrial Welfare Commission ("IWC"), and the California Business & Professions Code.

Plaintiff worked for Defendant in California as an hourly-paid, non-exempt employee during the past year. During Plaintiff's employment for Defendant, Defendant paid Plaintiff an hourly wage and classified Plaintiff as non-exempt from overtime. Defendant typically scheduled Plaintiff to work at least five days in a workweek and at least eight hours per day, but Plaintiff regularly worked more than eight hours in a workday and/or more than forty (40) hours in a workweek.

Throughout Plaintiff's employment, Defendant: failed to pay for all hours worked (including minimum, straight time, and overtime wages); failed to provide Plaintiff with legally compliant meal periods (and pay corresponding meal period premium wages at the correct rate of pay); failed to authorize and permit Plaintiff to take rest periods; failed to include all non-discretionary remuneration when calculating overtime pay, sick pay, and meal and rest period premium pay; failed to timely pay all final wages to Plaintiff when Defendant terminated Plaintiff's employment; failed to furnish accurate wage statements to Plaintiff; and failed to indemnify Plaintiff for expenditures. As discussed below, Plaintiff's experience working for Defendant was typical and illustrative.

**Defendant Failed to Pay for All Hours Worked, Including Minimum, Straight Time, and Overtime Wages**

Under California law, an employer must pay for all hours worked by an employee. "Hours worked" is 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.

In addition, Labor Code § 510 provides that employees in California shall not be employed more than eight hours in any workday or forty (40) hours in a workweek unless they receive additional compensation beyond their regular wages in amounts specified by law.

Labor Code §§ 1194 and 1198 also provide that employees in California shall not be employed more than eight hours in any workday unless they receive additional compensation beyond their regular wages in amounts specified by law. Additionally, Labor Code § 1198 states that the employment of an employee for longer hours than those fixed by the IWC is unlawful.

Throughout the statutory period, Defendant maintained a policy and practice of not paying Plaintiff

and the Aggrieved Employees for all hours worked, including minimum, straight time, and overtime wages. Defendant required Plaintiff and the Aggrieved Employees to work "off-the-clock", uncompensated, by, for example, requiring Plaintiff and the Aggrieved Employees to perform work prior to clocking in for the workday, during unpaid meal periods, and after clocking out for the workday. Some of this unpaid work should have been paid at the overtime rate. In failing to pay for all hours worked, Defendant also failed to maintain accurate records of the hours Plaintiff and the Aggrieved Employees worked.

The failure to pay for all hours worked also includes a system of time rounding and/or synthetic timekeeping that resulted in unpaid compensation for time worked pre-shift, post-shift, and when meal periods were supposedly recorded. If proven to be implemented by Defendant, this system resulted, over a period of time, in failing to compensate Plaintiff and the Aggrieved Employees properly for all the time they have actually worked even though the realities of Defendant's operations are such that it is possible, practical, and feasible to count and pay for work time to the minute. Accordingly, this system frequently paid Plaintiff and the Aggrieved Employees less than all their work time. Some of this unpaid work also should have been paid at the overtime rate. In failing to pay for all hours worked, again Defendant may have also failed to maintain accurate records of the hours Plaintiff and the Aggrieved Employees worked.

As a result, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code §§ 210, 1197.1, and 2699(f)(2) for failing to pay for all hours worked, including minimum, straight time, and overtime wages.

**Failure to Provide Meal Periods**

Under California law, employers have an affirmative obligation to relieve employees of all duty in order to take their first 30-minute, duty-free meal periods no later than the start of sixth hour of work in a workday, and to allow employees to take their second 30-minute, duty-free meal period no later than the start of the eleventh hour of work in the workday. Further, employees are entitled to be paid one hour of additional wages for each workday they were not provided with all required meal period(s).

Despite these legal requirements, Defendant wrongfully failed to provide Plaintiff and the Aggrieved Employees with legally compliant meal periods. Defendant regularly, but not always, required Plaintiff and the Aggrieved Employees to work in excess of five consecutive hours a day without providing a 30-minute, uninterrupted, and duty-free meal period for every five hours of work, or without compensating Plaintiff and the Aggrieved Employees for meal periods that were not provided by the end of the fifth hour of work or tenth hour of work. Instead, Defendant continued to assert control over Plaintiff and the Aggrieved Employees by requiring, pressuring, or encouraging them to perform work tasks which could not be completed without working in lieu of taking mandatory meal periods, or by denying Plaintiff and the Aggrieved Employees permission to take a meal period. Defendant also never informed Plaintiff of the right to, nor

permitted Plaintiff to take, a second meal period when Plaintiff worked at least ten hours in a workday. Accordingly, Defendant's policy and practice was not to provide meal periods to Plaintiff and the Aggrieved Employees in compliance with California law.

Plaintiff and the Aggrieved Employees are thus entitled to be paid one hour of additional wages for each workday he or she was not provided with all required meal period(s). Defendant, however, regularly failed to pay Plaintiff and the Aggrieved Employees the additional wages to which they were entitled for meal periods and that were not provided.

As a result, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code §§ 210 and 2699(f)(2) for failing to provide meal periods and pay meal period premium wages.

**Failure to Authorize and Permit Rest Periods**

Employers are required by California law to authorize and permit breaks of ten uninterrupted minutes for each four hours of work or major fraction of four hours (i.e. more than two hours). Thus, for example, if an employee's work time is six hours and ten minutes, the employee is entitled to two rest breaks. Each failure to authorize rest breaks as so required is itself a violation of California's rest break laws.

Throughout the statutory period, Defendant has wrongfully failed to authorize and permit Plaintiff and the Aggrieved Employees to take legally compliant rest periods. Defendant regularly required Plaintiff and the Aggrieved Employees to work in excess of four consecutive hours a day without Defendant authorizing and permitting them to take a 10-minute, uninterrupted, duty-free rest period for every four hours of work (or major fraction of four hours), or without compensating Plaintiff and the Aggrieved Employees for rest periods that were not authorized or permitted. Instead, Defendant continued to assert control over Plaintiff and the Aggrieved Employees by requiring, pressuring, or encouraging them to perform work tasks which could not be completed without working in lieu of taking mandatory rest periods, or by denying Plaintiff and the Aggrieved Employees permission to take a rest period. Accordingly, Defendant's policy and practice was to not authorize and permit Plaintiff and the Aggrieved Employees to take rest periods in compliance with California law.

Plaintiff and the Aggrieved Employees are thus entitled to be paid one hour of additional wages for each workday he or she was not authorized and permitted to take all required rest period(s). Defendant, however, regularly failed to pay Plaintiff and the Aggrieved Employees the additional wages to which they were entitled for rest periods and that they were not authorized and permitted to take.

As a result, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code §§ 210 and 2699(f)(2) for failing to authorize and permit rest periods and pay rest period premium wages.

**Failure to Accurately Calculate Overtime Pay, Sick Pay, and Meal Period Premium Pay When Issuing Non-Discretionary Remuneration**

Federal law defining and interpreting "regular rate" under the FLSA governs this case. (*Alonzo v. Maximus, Inc.* (C.D. Cal. 2011) 832 F.Supp.2d 1122, 1129.) This "construction is supported by California case law and the DLSE Manual, each of which looks to FLSA standards to interpret the 'regular rate of pay' under California law." (*Ibid.*) "Under the FLSA, the 'regular rate' of pay 'at which an employee is employed shall be deemed to include all remuneration for employment paid to, or on behalf of, the employee,' subject to certain enumerated exceptions." (*Id.* at pp. 1129-30, quoting 29 U.S.C. § 207(e)(3).) "The burden is on Defendant to establish that its bonus payments fall within one of the exceptions in § 207(e)." (*Ibid.*)

The Department of Labor has interpreted section 207 to permit an employer to exclude a "discretionary bonus," but not a "promised bonus" from the "regular rate" of pay:

> Bonuses which are announced to employees to induce them to work more steadily or more rapidly or more efficiently or to remain with the firm are regarded as part of the regular rate of pay. Attendance bonuses, individual or group production bonuses, bonuses for quality and accuracy of work, bonuses contingent upon the employee's continuing in employment until the time the payment is to be made and the like are in this category. They must be included in the regular rate of pay.

(29 C.F.R. § 778.211 (2011); *see also* DLSE Manual § 49.1.2.4(3), incorporating 29 C.F.R. § 778.211.)

Plaintiff and/or the Aggrieved Employees received various forms of bonuses/commissions/incentive payments during pay periods where overtime was worked, but Defendant failed to *accurately* factor in the non-discretionary remuneration into their regular rate of pay.

As outlined by the California Supreme Court in *Ferra v. Loews Hollywood Hotel, LLC* (2021) 11 Cal.5th 858, 878, for purposes of paying sick pay and premiums, "the term 'regular rate of compensation' in section 226.7(c) has the same meaning as 'regular rate of pay' in section 510(a) and encompasses not only hourly wages but all nondiscretionary payments for work performed by the employee."

Defendant should have included all non-discretionary remuneration when calculating overtime pay, sick pay, and meal period premium pay. Because it didn't, Defendant is liable to Plaintiff and/or the Aggrieved Employees for the civil penalties provided for in Labor Code §§ 210 and 2699(f)(2).

**Failure to Pay All Earned Wages Twice Per Month**

Based on its failure to pay Plaintiff and the Aggrieved Employees for all wages as discussed above, Defendant also violated Labor Code § 204.

Labor Code § 204 requires employers to pay employees all earned wages two times per month. Throughout the statute of limitations period applicable to this cause of action, employees were entitled to be paid twice a month at their regular rates, including all meal period premium wages owed, rest period premium wages owed, and wages owed for overtime hours worked. However, during all such times, Defendant systematically failed and refused to pay the employees all wages due, and failed to pay those wages twice a month, in that employees were not paid all wages for all meal periods not provided by Defendant, all wages for all rest periods not authorized and permitted by Defendant, and all wages for all hours worked. As a result, Defendant owes employees the legally required wages for unpaid wages, and Plaintiff and the Aggrieved Employees suffered damages in those amounts.

Moreover, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 210 for failing to pay all earned wages twice per month.

**Failure to Maintain Accurate Records of Hours Worked and Meal Periods**

Plaintiff seeks penalties under California Labor Code § 1174(d). Pursuant to California Labor Code § 1174.5, any person, including any entity, employing labor who willfully fails to maintain accurate and complete records required by California Labor Code § 1174 is subject to a penalty under § 1174.5. Pursuant to the applicable IWC Order § 7(A)(3), every employer shall keep time records showing when the employee begins and ends each work period. Meal periods and total hours worked daily shall also be recorded.

Defendant, however, failed to maintain accurate records of hours worked and all meal periods taken or missed by Plaintiff and the Aggrieved Employees.

Defendant's failure to provide and maintain records required by the California Labor Code and the applicable IWC Wage Orders deprived Plaintiff and the Aggrieved Employees the ability to know, understand and question the accuracy and frequency of meal periods, and the accuracy of their hours worked stated in Defendant's records. Therefore, Plaintiff and the Aggrieved Employees had no way to dispute the resulting failure to pay wages, all of which resulted in an unjustified economic enrichment to Defendant. As a direct result, Plaintiff and the Aggrieved Employees have suffered and continue to suffer, substantial losses related to the use and enjoyment of such wages, lost interest on such wages and expenses and attorney's fees in seeking to compel Defendant to fully perform its obligation under state law, all to their respective damage in amounts according to proof at trial. As a result of Defendant's knowing failure to comply with the California Labor Code and applicable IWC Wage Orders, Plaintiff and the Aggrieved Employees

have also suffered an injury in that they were prevented from knowing, understanding, and disputing the wage payments paid to them.

**Failure to Timely Pay All Wages at Termination**

Labor Code §§ 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

Within the applicable statute of limitations, the employment of Plaintiff and many other Aggrieved Employees ended, i.e., was terminated by quitting or being discharged, and the employment of others will be terminated. However, during the relevant time period, Defendant failed, and continues to fail to pay Plaintiff and terminated Aggrieved Employees, without abatement, all wages required to be paid by Labor Code sections 201 and 202 either at the time of discharge, or within seventy-two (72) hours of their leaving Defendant's employment. These unpaid wages include wages for unpaid work time (including minimum, straight time, and overtime wages), missed meal period premium wages, and missed rest period premium wages.

Defendant's conduct violates Labor Code §§ 201 and 202. Labor Code § 203 provides that if an employer willfully fails to pay wages owed, in accordance with sections 201 and 202, then the wages of the employee shall continue as a penalty wage from the due date, and at the same rate until paid or until an action is commenced; but the wages shall not continue for more than thirty (30) days.

Accordingly, Plaintiff and the Aggrieved Employees are entitled to recover from Defendant their additionally accruing wages for each day they were not paid, at their regular hourly rate of pay, up to thirty (30) days maximum pursuant to Labor Code § 203.

Moreover, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 2699(f)(2) for failing to timely pay all wages at termination.

**Failure to Furnish Accurate Itemized Wage Statements**

Labor Code § 226(a) provides that every employer shall furnish each of his or her employees an accurate itemized wage statement in writing showing nine pieces of information, including: (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address

of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. An employee is presumed to suffer an injury if this information is missing. (Lab. Code § 226(e)(2)(B)(iii).)

The statute further provides: "An employee suffering injury as a result of a knowing and intentional failure by an employer to comply with subdivision (a) is 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) per employee for each violation in a subsequent pay period, not to exceed an aggregate penalty of four thousand dollars ($4,000), and is entitled to an award of costs and reasonable attorney's fees." (Lab. Code § 226(e)(1).)

Throughout the statutory period, Defendant failed to furnish Plaintiff and the Aggrieved Employees with accurate, itemized wage statements showing all applicable hourly rates, and all gross and net wages earned (including correct hours worked, correct wages for meal periods that were not provided in accordance with California law, and correct wages for rest periods that were not authorized and permitted to take in accordance with California law). Whether unpaid premiums for missed meal periods must be reported as "wages earned" and credited as "hours worked" in wage statements has been a settled issue since at least 2022.

Because Defendant violated Labor Code § 226, Plaintiff and similarly Aggrieved Employees suffered injury and damage to their statutorily protected rights. Accordingly, Plaintiff and similarly Aggrieved Employees are entitled to recover from Defendant the greater of their actual damages caused by Defendant's failure to comply with Labor Code § 226(a), or an aggregate penalty not exceeding four thousand dollars ($4,000) per employee.

Moreover, Defendant is liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 226.3 for failing to furnish accurate itemized wage statements.

**Failure to Indemnify for Necessary Expenditures**

Labor Code § 2802(a) provides that employers shall indemnify his or her employees for all necessary business expenditures or losses that have been incurred by the employees in direct discharge of his or her duties. Throughout the statute of limitations period applicable to this cause of action, Defendant wrongfully required Plaintiff and/or the Aggrieved Employees to pay expenses that they incurred in direct discharge of their duties for Defendant. Plaintiff and/or the Aggrieved Employees paid out-of-pocket for necessary employment-related expenses (which is defined as including, without limitation, work attire, work equipment, personal protective equipment, use of personal cell phones, and/or use of personal vehicles). Plaintiff and/or the Aggrieved Employees incurred substantial expenses as a direct result of performing their job duties for Defendant, but Defendant failed to indemnify Plaintiff and/or the Aggrieved Employees for these employment-related expenses.

As a result, Defendant is liable to Plaintiff and/or the Aggrieved Employees for the civil penalties provided for in Labor Code §§ 2802 and 2699(f)(2) for failing to indemnify Plaintiff and/or the Aggrieved Employees for necessary business expenditures.

**Action for Civil Penalties Under PAGA**

In light of the above, Plaintiff alleges that Defendant violated the following provisions of the Labor Code with respect to the Aggrieved Employees:

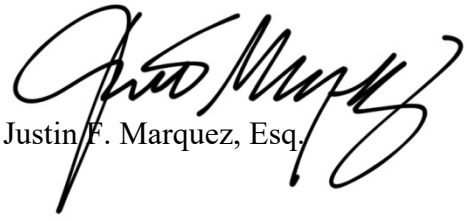
1. Labor Code § 204, 510, 1194, 1197, and 1198 by failing to pay for all hours worked, including minimum wages, straight time wages, and overtime wages;
2. Labor Code § 226.7 and applicable Wage Orders by failing to provide meal periods;
3. Labor Code § 226.7 and applicable Wage Orders by failing to authorize and permit rest periods;
4. Labor Code §§ 226.7, 246, 510, and applicable Wage Orders by failing to include all non-discretionary remuneration when calculating overtime pay, sick pay, and meal period premium pay;
5. Labor Code § 204 by failing to pay all earned wages two times per month;
6. Labor Code § 1174.5 and applicable Wage Orders by failing to maintain accurate records of hours worked and meal periods taken or missed;
7. Labor Code §§ 201 to 203 by willfully failing to pay all wages owed at termination;
8. Labor Code § 226 by failing to provide accurate itemized wage statements; and
9. Labor Code § 2802 by failing to indemnify for necessary expenditures.

Therefore, on behalf of all Aggrieved Employees, Plaintiff seeks applicable penalties related to the violations alleged above pursuant to the PAGA. These include, but are not limited to, penalties under Labor Code §§ 210, 226.3, 1174.5, 1197.1, and 2699(f)(2).

Plaintiff has placed Defendant on notice by mailing a certified copy of this correspondence, as indicated on the first page. Thank you for your attention to this matter. If you have any questions, please do not hesitate to contact me.

Sincerely,

WILSHIRE LAW FIRM



Justin F. Marquez, Esq.

**WILSHIRE LAW FIRM, PLC**
660 S. Figueroa St., Sky Lobby
Los Angeles, CA 90017
Tel: (213) 381-9988
Fax: (213) 381-9989
wilshirelawfirm.com

Sean Paisan, Esq.
John Yslas, Esq.
Tyler Woods, Esq.
Nicol Hajjar, Esq.
Thiago Coelho, Esq.
Benjamin Haber, Esq.

September 19, 2025

LWDA
Attn. PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612
**(*Via Online Submission*)**

Eugene Alkana
Agent for Service of Process for:
Asistencia Villa Post Acute LLC
131 N. El Molino Ave
Pasadena, CA 91101
**(*Via Certified Mail, Return Receipt Requested*)**
***#9489-0090-0027-6638-7695-99***

Asistencia Villa Post Acute LLC
107 W Lemon Ave
Monrovia, CA 91016
**(*Via Certified Mail, Return Receipt Requested*)**
**#9489-0090-0027-6638-7696-05**

Re: ***Elizabeth Castro v. Asistencia Villa Post Acute LLC***
**Notice of Labor Code Violations and PAGA Penalties**

To Whom It May Concern:

Please be advised that my office has been retained Elizabeth Castro ("Ms. Castro") to pursue a Labor Code Private Attorneys General Act of 2004 ("PAGA") representative action (Cal. Lab. Code §§ 2699, *et seq.*) against her former employer, Asistencia Villa Post Acute LLC ("Asistencia"). Ms. Castro wishes to pursue this action as an aggrieved employee, on behalf of the State of California, and on behalf of potentially all other persons who worked for Asistencia in California as non-exempt or hourly-paid employees at any time within the applicable statutory period (hereafter, the "Aggrieved Employee").

The purpose of this letter is to comply with PAGA and set forth the facts and theories of California Labor Code violations which we allege Asistencia engaged in with respect to Ms. Castro and potentially all of Asistencia's Aggrieved Employees. Ms. Castro and other Aggrieved Employees suffered the Labor Code violations described below.

**Ms. Castro's Employment with Asistencia**

Asistencia is a is a nursing center that provides 24-hour nursing and therapy services. Ms. Castro worked as a Certified Nursing Assistant whose job functions involved various forms of patient care. In performing her duties, Ms. Castro was regularly required to perform work while off the

clock, without compensation. Due to extremely high workloads, she was also frequently deprived of an opportunity to take legally compliant meal and rest breaks, in part because the few meal and rest breaks she took were often cut short or interrupted. Asistencia also failed to provide Ms. Castro and other Aggrieved Employees with meal and rest break premiums as required by the Labor Code, and Ms. Castro does not recall ever receiving any rest break premiums.

Additionally, Ms. Castro necessarily incurred business-related expenses, including but not limited to, work equipment and use of her personal phone for work-related purposes. However, Asistencia failed to reimburse such business-related expenses. These are just non-exhaustive examples of the facts and theories that Ms. Castro asserts, which are described in more detail below.

Asistencia owns/owned and operates/operated an industry, business, and establishment within the State of California. As such, and based upon all the facts and circumstances incident to Asistencia's business in California, Asistencia is subject to the California Labor Code, Wage Orders issued by the Industrial Welfare Commission ("IWC"), and the California Business & Professions Code. Ms. Castro is a resident of San Bernardino County, California who worked for Asistencia in San Bernardino County, California as an hourly-paid, non-exempt employee from approximately November 2023 to November 2024. During Ms. Castro's employment for Asistencia, Asistencia paid her an hourly wage and classified her as non-exempt from overtime. Asistencia typically scheduled her to work at least five days in a workweek and at least eight hours per day, but she also worked more than eight hours in a workday and more than forty (40) hours in a workweek.

Throughout Ms. Castro's employment, Asistencia failed to pay for all hours worked (including minimum, straight time, and overtime wages), failed to provide Ms. Castro with legally compliant meal periods, failed to authorize and permit Ms. Castro to take rest periods, failed to timely pay all final wages to Ms. Castro when Asistencia terminated Ms. Castro's employment, failed to furnish accurate wage statements to Ms. Castro , and failed to indemnify Ms. Castro for business expenditures. As discussed below, Ms. Castro's experience working for Asistencia was typical and illustrative.

**Failure to Pay for All Hours Worked, Including Minimum, Straight, and Overtime Wages**

Under California law, an employer must pay for all hours worked by an employee. "Hours worked" is 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.

In addition, Labor Code § 510 provides that employees in California shall not be employed more than eight hours in any workday or forty (40) hours in a workweek unless they receive additional compensation beyond their regular wages in amounts specified by law.

Labor Code §§ 1194 and 1198 also provide that employees in California shall not be employed more than eight hours in any workday unless they receive additional compensation beyond their regular wages in amounts specified by law. Additionally, Labor Code § 1198 states that the employment of an employee for longer hours than those fixed by the IWC is unlawful.

Throughout the statutory period, Asistencia failed to pay Ms. Castro and other Aggrieved Employees for all hours worked, including minimum, straight time, and overtime wages. Asistencia required Ms. Castro and other Aggrieved Employees to work "off-the-clock," uncompensated, by, for example, requiring them to perform work prior to clocking in for the workday, during unpaid meal periods, and after clocking out for the workday. Some of this unpaid work should have been paid at the overtime rate.

California Labor Code § 510 requires that employers compensate employees 1.5 times their regular rate of pay when employees work over eight hours per day, 40 hours per week, or when employees work up to eight hours on any seventh day of a workweek. Asistencia failed to properly calculate Ms. Castro's regular rate of pay when paying overtime by failing to include all compensation in Employee's overtime calculations, including hours worked off-the-clock. In failing to pay for all hours worked, Asistencia also failed to maintain accurate records of the hours Ms. Castro and the Aggrieved Employees, or some of them, worked.

As a result, Asistencia is liable to Ms. Castro and other Aggrieved Employees for the civil penalties provided for in Labor Code §§ 210, 1197.1, and 2699(f)(2) for failing to pay for all hours worked, including minimum, straight time, and overtime wages.

**Failure to Provide Meal Periods**

Under California law, employers have an affirmative obligation to relieve employees of all duty in order to take their first 30-minute, duty-free meal periods no later than the start of sixth hour of work in a workday, and to allow employees to take their second 30-minute, duty-free meal period no later than the start of the eleventh hour of work in the workday. Further, employees are entitled to be paid one hour of additional wages for each workday they were not provided with all required meal period(s). Despite these legal requirements, Asistencia, at times, wrongfully failed to provide Ms. Castro and the Aggrieved Employees, or some of them, with their legally mandated 30-minute, uninterrupted, and duty-free meal period in a manner required by law.

Asistencia continued to assert control over Ms. Castro and other Aggrieved Employees by, among other things, requiring, pressuring, or encouraging them to perform work tasks which could not be completed without working in lieu of taking mandatory meal periods, or by denying Ms. Castro and other Aggrieved Employees permission to take meal periods under the conditions required by law, without properly compensating them as required by law.

Accordingly, Asistencia, at times, failed to provide meal periods to Ms. Castro and other Aggrieved Employees in compliance with California law. Ms. Castro and other Aggrieved Employees are thus entitled to be paid one hour of additional wages for each workday they were not provided with all required meal period(s). Ms. Castro, however, does not recall ever receiving any meal break premiums. Asistencia thus failed to pay Ms. Castro and other Aggrieved Employees the additional wages to which they were entitled for meal periods that were not provided.

As a result, Asistencia is liable to other Aggrieved Employees for the civil penalties provided for in Labor Code §§ 210 and 2699(f)(2) for failing to provide meal periods and pay meal period premium

wages.

**Failure to Authorize and Permit Rest Periods**

Employers are required by California law to authorize and permit breaks of ten uninterrupted minutes for each four hours of work or major fraction of four hours (i.e., more than two hours). Thus, for example, if an employee's work time is six hours and ten minutes, the employee is entitled to two rest breaks. Each failure to authorize rest breaks as so required is itself a violation of California's rest break laws.

Throughout the statutory period, Asistencia, at times, has wrongfully failed to authorize and permit Ms. Castro and other Aggrieved Employees to take legally compliant rest periods in a manner required by law. Asistencia, at times, required Ms. Castro and other Aggrieved Employees to work in excess of four consecutive hours a day without authorizing and permitting them to take a 10-minute, uninterrupted, duty-free rest period for every four hours of work (or major fraction of four hours), or without compensating them for rest periods that were not authorized or permitted.

Instead, Asistencia, at times, continued to assert control over Ms. Castro and other Aggrieved Employees by requiring, pressuring, or encouraging them to perform work tasks which could not be completed without working in lieu of taking mandatory rest periods, or by denying Ms. Castro and other Aggrieved Employees permission to take a rest period altogether.

Accordingly, Asistencia, at times, failed to authorize and permit Ms. Castro and other Aggrieved Employees to take rest periods in compliance with California law. Ms. Castro and other Aggrieved Employees are thus entitled to be paid one hour of additional wages for each workday he or she was not authorized and permitted to take all required rest period(s). Ms. Castro, however, does not recall ever receiving any rest break premiums. Asistencia thus failed to pay Ms. Castro and other Aggrieved Employees the additional wages to which they were entitled for rest periods that they were not authorized and permitted to take.

As a result, Asistencia is liable to Ms. Castro and other Aggrieved Employees for the civil penalties provided for in Labor Code §§ 210 and 2699(f)(2) for failing to authorize and permit rest periods and pay rest period premium wages.

**Failure to Pay All Earned Wages Twice Per Month**

Based on Asistencia's failure, at times, to pay Ms. Castro and other Aggrieved Employees for all wages, as discussed above, Asistencia also violated Labor Code § 204.

Labor Code § 204 requires employers to pay employees all earned wages two times per month. Throughout the statute of limitations period applicable to this cause of action, employees were entitled to be paid twice a month at their regular rates, including all meal period premium wages owed, rest period premium wages owed, and wages owed for overtime hours worked. However, at times, Asistencia failed and refused to pay Ms. Castro and other Aggrieved Employees all wages due, and failed to pay those wages twice a month, in that Ms. Castro and other Aggrieved

Employees were not paid all wages for all meal periods not provided by Asistencia, all wages for all rest periods not authorized and permitted by Asistencia, and all wages for all hours worked. As a result, Asistencia owes Ms. Castro and other Aggrieved Employees the legally required wages for unpaid wages, and Ms. Castro and other Aggrieved Employees suffered damages in those amounts.

Due to its failure to pay all earned wages twice per month, Asistencia is liable to Ms. Castro other Aggrieved Employees for the civil penalties provided for in Labor Code § 210.

**Failure to Maintain Accurate Records of Hours Worked and Meal Periods**

Ms. Castro also seeks penalties under California Labor Code § 1174(d). Pursuant to California Labor Code § 1174.5, any person, including any entity, employing labor who willfully fails to maintain accurate and complete records required by California Labor Code § 1174 is subject to a penalty under § 1174.5. Pursuant to the applicable IWC Order § 7(A)(3), every employer shall keep time records showing when the employee begins and ends each work period. Meal periods and total hours worked daily shall also be recorded.

Asistencia, however, at times, failed to maintain accurate records of hours worked and all meal periods taken or missed by Ms. Castro and other Aggrieved Employees.

Asistencia's failure to provide and maintain records required by the California Labor Code and the applicable IWC Wage Orders deprived Ms. Castro other Aggrieved Employees the ability to know, understand, and question the accuracy and frequency of meal periods or the accuracy of their hours worked stated in Asistencia's records. Therefore, Ms. Castro and other Aggrieved Employees had no way to dispute the resulting failure to pay wages, all of which resulted in an unjustified economic enrichment to Asistencia. As a direct result, Ms. Castro and other Aggrieved Employees have suffered, and continue to suffer, substantial losses related to the use and enjoyment of such wages, lost interest on such wages and expenses, and attorneys' fees in seeking to compel Asistencia to fully perform their obligation under state law, all to their respective damage in amounts according to proof at trial. As a result of Asistencia's knowing failure, at times, to comply with the California Labor Code and applicable IWC Wage Orders, Ms. Castro and other Aggrieved Employees have also suffered an injury in that they were prevented from knowing, understanding, and disputing the wage payments paid to them.

**Failure to Timely Pay All Wages at Termination**

Labor Code §§ 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. Direct deposits of wages to an employee's bank, saving and loan, or credit union account that were previously authorized by the employee are immediately terminated when an employee quits or is discharged, and the payment of wages upon termination of

employment in the manner described above shall apply unless the employee has voluntarily authorized that deposit and provided that the employer complies with the provisions of Labor Code § 213(d) relating to the payment of wages upon termination or quitting of employment.

Within the applicable statute of limitations, the employment of Ms. Castro and many other Aggrieved Employees ended, i.e., was terminated by quitting or being discharged, and the employment of others will be terminated. However, during the relevant time period, Asistencia has at times failed, and continues to fail, to pay Ms. Castro and other terminated Aggrieved Employees, without abatement, all wages required to be paid by Labor Code sections 201 and 202 either at the time of discharge, or within seventy-two (72) hours of their leaving Asistencia's employment. These unpaid wages include wages for unpaid work time (including minimum, straight time, and overtime wages), missed meal period premium wages, and missed rest period premium wages. Asistencia also violated, and continues to violate, Labor Code section 213(d) by paying final wages (if any are paid at all) via direct deposit without the employee's voluntary authorization.

Asistencia's conduct violates Labor Code §§ 201 and 202. Labor Code § 203 provides that if an Asistencia willfully fails to pay wages owed, in accordance with sections 201 and 202, then the wages of the employee shall continue as a penalty wage from the due date, and at the same rate until paid or until an action is commenced; but the wages shall not continue for more than thirty (30) days.

Accordingly, Ms. Castro and other Aggrieved Employees are entitled to recover from Asistencia their additionally accruing wages for each day they were not paid, at their regular hourly rate of pay, up to thirty (30) days maximum pursuant to Labor Code § 203.

Asistencia is thus liable to Ms. Castro and other Aggrieved Employees for the civil penalties provided for in Labor Code § 2699(f)(2) for failing to timely pay all wages at termination, and for unlawfully making any such payment (if any) via direct deposit without the employee's voluntary authorization.

**Failure to Furnish Accurate Itemized Wage Statements**

Labor Code § 226(a) provides that every employer shall, semimonthly or at the time of each payment of wages, furnish each of his or her employees an accurate itemized wage statement in writing showing nine pieces of information, including: (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. An employee is presumed to suffer an injury if this information is missing. (Lab. Code § 226(e)(2)(B)(iii).)

The statute further provides: "An employee suffering injury as a result of a knowing and intentional failure by an employer to comply with subdivision (a) is 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) per employee for each violation in a subsequent pay period, not to exceed an aggregate penalty of four thousand dollars ($4,000), and is entitled to an award of costs and reasonable attorney's fees." (Lab. Code § 226(e)(1).)

Throughout the statutory period, Asistencia has at times failed, and continues to fail, to timely furnish Ms. Castro and other Aggrieved Employees with accurate, itemized wage statements showing all applicable hourly rates, and all gross and net wages earned (including correct hours worked, correct wages for meal periods that were not provided in accordance with California law, and correct wages for rest periods that were not authorized and permitted to take in accordance with California law).

Because Asistencia, at times, violated Labor Code § 226, Ms. Castro and other Aggrieved Employees suffered injury and damage to their statutorily protected rights. Accordingly, Employee and other Aggrieved Employees are entitled to recover from Asistencia the greater of their actual damages caused by Asistencia's failure to comply with Labor Code § 226(a), or an aggregate penalty not exceeding four thousand dollars ($4,000) per employee.

Asistencia is liable to Ms. Castro other Aggrieved Employees for the civil penalties provided for in Labor Code § 226.3 for failing to timely furnish accurate itemized wage statements.

**Failure to Indemnify for Necessary Expenditures**

Labor Code § 2802(a) provides that employers shall indemnify their employees for all necessary business expenditures or losses that have been incurred by the employees in direct discharge of his or her duties. Throughout the statute of limitations period applicable to this cause of action, Asistencia, at times, wrongfully required Ms. Castro and other Aggrieved Employees to pay out-of-pocket for necessary employment-related expenses that they incurred in direct discharge of their duties for Asistencia including, but not limited to, work equipment and use of personal phones for work-related purposes. Ms. Castro and other Aggrieved Employees incurred substantial expenses as a direct result of performing their job duties for Asistencia, but Asistencia failed to indemnify Ms. Castro and other Aggrieved Employees for these employment-related expenses.

As a result, Asistencia is liable to Ms. Castro and other Aggrieved Employees for the civil penalties provided for in Labor Code §§ 2802 and 2699(f)(2) for failing to indemnify Ms. Castro and other Aggrieved Employees for necessary business expenditures.

**Action for Civil Penalties Under PAGA**

In light of the above, Ms. Castro alleges that Asistencia violated the following provisions of the Labor Code with respect to the Aggrieved Employees:

1. Labor Code §§ 204, 510, 1194, 1197, and 1198 by failing at times to pay for all hours worked, including minimum wages, straight time wages, and overtime wages;
2. Labor Code § 226.7 and applicable Wage Orders by failing at times to provide meal periods;
3. Labor Code § 226.7 and applicable Wage Orders by failing at times to authorize and permit rest periods;
4. Labor Code § 204 by failing at times to pay all earned wages two times per month;
5. California Labor Code § 1174.5 and applicable Wage Orders by failing at times to maintain accurate records of hours worked and meal periods taken or missed;
6. Labor Code §§ 201 to 203 by willfully failing at times to pay all wages owed at termination;
7. Labor Code § 226 by failing at times to provide accurate itemized wage statements; and
8. Labor Code § 2802 by failing at times to indemnify for necessary expenditures.

Therefore, on behalf of potentially Aggrieved Employees, Ms. Castro seeks applicable penalties related to the violations alleged above pursuant to the PAGA. These include, but are not limited to, penalties under Labor Code §§ 210, 226.3, 1174.5, 1197.1, and 2699.

Ms. Castro has placed Asistencia on notice by mailing a certified copy of this correspondence, as indicated on the first page. Thank you for your attention to this matter. If you have any questions, please do not hesitate to contact me.

Sincerely,

WILSHIRE LAW FIRM



John O. Bishay, Esq.

**WILSHIRE LAW FIRM, PLC**
660 S. Figueroa St., Sky Lobby
Los Angeles, CA 90017
Tel: (213) 381-9988
Fax: (213) 381-9989
wilshirelawfirm.com

Sean Paisan, Esq.
John Yslas, Esq.
John Lucas, Esq.
Tyler Woods, Esq.
Nicol Hajjar, Esq.
Thiago Coelho, Esq.
Benjamin Haber, Esq.
Arrash Fattahi, Esq.

June 4, 2026

LWDA
Attn. PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, California 94612
**(*Via Online Submission*)**

Asistencia Villa Post Acute LLC
107 W Lemon Avenue
Monrovia, California 91016
**(*Via Certified Mail, Return Receipt Requested*)**
**#9489-0090-0027-6639-1406-18**

Eugene Alkana
Agent for Service of Process for:
Asistencia Villa Post Acute LLC
131 N. El Molino Avenue
Pasadena, California 91101
**(*Via Certified Mail, Return Receipt Requested*)**
**#9489-0090-0027-6639-1406-25**

Re: ***Magali Yasmin Miranda-Jimenez v. Asistencia Villa Post Acute LLC***
**Notice of Labor Code Violations and PAGA Penalties**

To Whom It May Concern:

Please be advised that my office has been retained by Magali Yasmin Miranda-Jimenez ("Ms. Miranda") to pursue a Labor Code Private Attorneys General Act of 2004 ("PAGA") representative action (Cal. Lab. Code §§ 2699, *et seq.*) against her former employer, Asistencia Villa Post Acute LLC ("AVPA"). Ms. Miranda wishes to pursue this action as an aggrieved employee, on behalf of the State of California, and on behalf of potentially all other persons who worked for AVPA in California as non-exempt or hourly-paid employees at any time within the applicable statutory period (hereafter, the "Aggrieved Employee").

The purpose of this letter is to comply with PAGA and set forth the facts and theories of California Labor Code violations which we allege AVPA engaged in with respect to Ms. Miranda and all of Aggrieved Employees. Ms. Miranda alleges that she and other Aggrieved Employees suffered the Labor Code violations described below.

**Ms. Miranda's Employment with AVPA**

AVPA operates a nursing center that provides 24-hour nursing and therapy services. Ms. Miranda worked for APA as a licensed vocational nurse; her job functions involved providing various forms of direct clinical care. In performing her duties, Ms. Miranda was regularly required to perform work off-the-clock, without compensation. Due to

understaffing and high workloads, she was also frequently deprived of an opportunity to take legally compliant meal and rest breaks. However, AVPA failed to provide Ms. Miranda and other Aggrieved Employees with meal and rest break premiums as required by the Labor Code. Additionally, Ms. Miranda necessarily incurred business-related expenses, but AVPA failed to reimburse such business-related expenses. These are just non-exhaustive examples of the facts and theories that Ms. Miranda asserts, which are described in more detail below.

AVPA owns/owned and operates/operated an industry, business, and establishment within the State of California. As such, and based upon all the facts and circumstances incident to AVPA's business in California, AVPA is subject to the California Labor Code, Wage Orders issued by the Industrial Welfare Commission ("IWC"), and the California Business & Professions Code.

Ms. Miranda is a California who worked for AVPA in California as an hourly-paid, non-exempt employee from approximately July 2017 to approximately July 2025. During Ms. Miranda's employment for AVPA, AVPA paid her an hourly wage and classified her as non-exempt from overtime. AVPA typically scheduled her to work at least five days in a workweek and at least eight hours per day, but she also worked more than eight hours in a workday and more than forty (40) hours in a workweek.

Throughout Ms. Miranda's employment, AVPA failed to pay for all hours worked (including minimum, straight time, and overtime wages), failed to provide Ms. Miranda with legally compliant meal periods, failed to authorize and permit Ms. Miranda to take rest periods, failed to timely pay all final wages to Ms. Miranda when AVPA terminated her employment, failed to furnish accurate wage statements to Ms. Miranda , and failed to indemnify Ms. Miranda for business expenditures. As discussed below, Ms. Miranda's experience working for AVPA was typical and illustrative.

**Failure to Pay for All Hours Worked, Including Minimum, Straight, and Overtime Wages**

Under California law, an employer must pay for all hours worked by an employee. "Hours worked" is 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.

In addition, Labor Code § 510 provides that employees in California shall not be employed more than eight hours in any workday or forty (40) hours in a workweek unless they receive additional compensation beyond their regular wages in amounts specified by law.

Labor Code §§ 1194 and 1198 also provide that employees in California shall not be employed more than eight hours in any workday unless they receive additional compensation beyond their regular wages in amounts specified by law. Additionally, Labor Code § 1198 states that the employment of an employee for longer hours than those fixed by the IWC is unlawful.

Throughout the statutory period, AVPA failed to pay Ms. Miranda and other Aggrieved Employees for all hours worked, including minimum, straight time, and overtime wages. AVPA required Ms. Miranda and other Aggrieved Employees to work "off-the-clock," uncompensated, by requiring them to perform work during unpaid meal periods and after clocking out for the workday. For example, Ms. Miranda was frequently instructed to clock out for meal periods and continue treating patients. Even when she was able to take meal periods, she was required to carry her personal phone to respond to calls or texts from her supervisors. When she was unable to complete her paperwork before the end of her shifts due to her demanding workload, she was instructed to clock out and continue working to complete her paperwork. She would also receive calls and texts from supervisors with work related questions and requests for patient updates after clocking out and on her days off. At times, she was told to remain on call for several hours on her days off in case she was needed to cover for a coworker who did not report for work.

Some of this unpaid work should have been paid at the overtime rate. California Labor Code § 510 requires that employers compensate employees 1.5 times their regular rate of pay when employees work over eight hours per day, 40 hours per week, or when employees work up to eight hours on any seventh day of a workweek. AVPA failed to properly calculate Ms. Miranda's regular rate of pay when paying overtime by failing to include all compensation in Employee's overtime calculations, including hours worked off-the-clock . In failing to pay for all hours worked, AVPA also failed to maintain accurate records of the hours Ms. Miranda and the Aggrieved Employees worked.

As a result, AVPA is liable to Ms. Miranda and other Aggrieved Employees for the civil penalties provided for in Labor Code §§ 210, 1197.1, and 2699(f)(2) for failing to pay for all hours worked, including minimum, straight time, and overtime wages.

**Failure to Provide Meal Periods**

Under California law, employers have an affirmative obligation to relieve employees of all duty in order to take their first 30-minute, duty-free meal periods no later than the start of sixth hour of work in a workday, and to allow employees to take their second 30-minute, duty-free meal period no later than the start of the eleventh hour of work in the workday. Further, employees are entitled to be paid one hour of additional wages for each workday they were not provided with all required meal period(s).

Despite these legal requirements, AVPA wrongfully failed to provide Ms. Miranda and the Aggrieved Employees, or some of them, with all legally mandated 30-minute, uninterrupted, and duty-free meal periods, in a manner required by law. AVPA continued to assert control over Ms. Miranda and other Aggrieved Employees by, among other things, requiring, pressuring, or encouraging them to perform work tasks which could not be completed without working in lieu of taking mandatory meal periods, or by denying Ms. Miranda and other Aggrieved Employees permission to take meal periods under the conditions required by law, and without properly compensating them as required by law. For example, as discussed, Ms. Miranda was often instructed to clock out for meal periods and continue treating patients, and was expected to carry her personal phone during meal periods to respond to calls or texts from her supervisors.

Accordingly, AVPA failed to provide meal periods to Ms. Miranda and other Aggrieved Employees in compliance with California law. Ms. Miranda and other Aggrieved Employees are thus entitled to be paid one hour of additional wages for each workday they were not provided with all required meal period(s). AVPA, however, failed to pay Ms. Miranda and other Aggrieved Employees the additional wages to which they were entitled for meal periods that were not provided.

As a result, AVPA is liable to other Aggrieved Employees for the civil penalties provided for in Labor Code §§ 210 and 2699(f)(2) for failing to provide meal periods and pay meal period premium wages.

**Failure to Authorize and Permit Rest Periods**

Employers are required by California law to authorize and permit breaks of ten uninterrupted minutes for each four hours of work or major fraction of four hours (i.e., more than two hours). Thus, for example, if an employee's work time is six hours and ten minutes, the employee is entitled to two rest breaks. Each failure to authorize rest breaks as so required is itself a violation of California's rest break laws.

Throughout the statutory period, AVPA has wrongfully failed to authorize and permit Ms. Miranda and other Aggrieved Employees to take legally compliant rest periods in a manner required by law. AVPA, at times, required Ms. Miranda and other Aggrieved Employees to work in excess of four consecutive hours a day without authorizing and permitting them to take a 10-minute, uninterrupted, duty-free rest period for every four hours of work (or major fraction of four hours), or without compensating them for rest periods that were not authorized or permitted. Instead, AVPA continued to assert control over Ms. Miranda and other Aggrieved Employees by requiring, pressuring, or encouraging them to perform work tasks which could not be completed without working in lieu of taking mandatory rest periods, or by denying Ms. Miranda and other Aggrieved Employees permission to take a rest period altogether. For example, Ms. Miranda was often unable to take rest breaks due to understaffing and an overwhelming number of patients. She was also expected to carry her personal phone during rest breaks to respond to calls or texts from her supervisors.

AVPA thus failed to authorize and permit Ms. Miranda and other Aggrieved Employees to take rest periods in compliance with California law, and Ms. Miranda and other Aggrieved Employees are entitled to be paid one hour of additional wages for each workday he or she was not authorized and permitted to take all required rest period(s). AVPA, however, failed to pay Ms. Miranda and other Aggrieved Employees the additional wages to which they were entitled for rest periods that they were not authorized and permitted to take.

As a result, AVPA is liable to Ms. Miranda and other Aggrieved Employees for the civil penalties provided for in Labor Code §§ 210 and 2699(f)(2) for failing to authorize and permit rest periods and pay rest period premium wages.

**Failure to Pay All Earned Wages Twice Per Month**

Based on AVPA's failure to pay Ms. Miranda and other Aggrieved Employees for all wages, as discussed above, AVPA also violated Labor Code § 204.

Labor Code § 204 requires employers to pay employees all earned wages two times per month. Throughout the statute of limitations period applicable to this cause of action, employees were entitled to be paid twice a month at their regular rates, including all meal period premium wages owed, rest period premium wages owed, and wages owed for overtime hours worked. However, AVPA failed and refused to pay Ms. Miranda and other Aggrieved Employees all wages due, and failed to pay those wages twice a month, in that Ms. Miranda and other Aggrieved Employees were not paid all wages for all meal periods not provided by AVPA, all wages for all rest periods not authorized and permitted by AVPA, and all wages for all hours worked. As a result, AVPA owes Ms. Miranda and other Aggrieved Employees the legally required wages for unpaid wages, and Ms. Miranda and other Aggrieved Employees suffered damages in those amounts.

Due to its failure to pay all earned wages twice per month, AVPA is liable to Ms. Miranda other Aggrieved Employees for the civil penalties provided for in Labor Code § 210.

**Failure to Maintain Accurate Records of Hours Worked and Meal Periods**

Ms. Miranda also seeks penalties under California Labor Code § 1174(d). Pursuant to California Labor Code § 1174.5, any person, including any entity, employing labor who willfully fails to maintain accurate and complete records required by California Labor Code § 1174 is subject to a penalty under § 1174.5. Pursuant to the applicable IWC Order § 7(A)(3), every employer shall keep time records showing when the employee begins and ends each work period. Meal periods and total hours worked daily shall also be recorded.

AVPA, however, failed to maintain accurate records of hours worked and all meal periods taken or missed by Ms. Miranda and other Aggrieved Employees. AVPA's failure to provide and maintain records required by the California Labor Code and the applicable IWC Wage Orders deprived Ms. Miranda other Aggrieved Employees the ability to know, understand, and question the accuracy and frequency of meal periods or the accuracy of their hours worked stated in AVPA's records. Therefore, Ms. Miranda and other Aggrieved Employees had no way to dispute the resulting failure to pay wages, all of which resulted in an unjustified economic enrichment to AVPA. As a direct result, Ms. Miranda and other Aggrieved Employees have suffered, and continue to suffer, substantial losses related to the use and enjoyment of such wages, lost interest on such wages and expenses, and attorneys' fees in seeking to compel AVPA to fully perform their obligations under state law, all to their respective damage in amounts according to proof at trial. As a result of AVPA's knowing failure to comply with the California Labor Code and applicable IWC Wage Orders, Ms. Miranda and other Aggrieved Employees have also suffered an injury in that they were prevented from knowing, understanding, and disputing the wage payments paid to them.

**Failure to Timely Pay All Wages at Termination**

Labor Code §§ 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

AVPA's conduct violates Labor Code §§ 201 and 202. Within the applicable statute of limitations, the employment of Ms. Miranda and many other Aggrieved Employees ended, i.e., was terminated by quitting or being discharged, and the employment of others will be terminated. However, during the relevant time period, AVPA has failed to pay Ms. Miranda and other terminated Aggrieved Employees, without abatement, all wages required to be paid by Labor Code sections 201 and 202 either at the time of discharge, or within seventy-two (72) hours of their leaving AVPA's employment. These unpaid wages include wages for unpaid work time (including minimum, straight time, and overtime wages), missed meal period premium wages, and missed rest period premium wages.

Labor Code § 203 provides that if an employer willfully fails to pay wages owed, in accordance with sections 201 and 202, then the wages of the employee shall continue as a penalty wage from the due date, and at the same rate until paid or until an action is commenced; but the wages shall not continue for more than thirty (30) days. Accordingly, Ms. Miranda and other Aggrieved Employees are entitled to recover from AVPA their additionally accruing wages for each day they were not paid, at their regular hourly rate of pay, up to thirty (30) days maximum pursuant to Labor Code § 203. Moreover, AVPA is liable to Ms. Miranda and other Aggrieved Employees for the civil penalties provided for in Labor Code § 2699(f)(2) for failing to timely pay all wages at termination.

**Failure to Furnish Accurate Itemized Wage Statements**

Labor Code § 226(a) provides that every employer shall, semimonthly or at the time of each payment of wages, furnish each of his or her employees an accurate itemized wage statement in writing showing nine pieces of information, including: (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. An employee is presumed to suffer an injury if this information is missing. (Lab. Code § 226(e)(2)(B)(iii).)

The statute further provides: "An employee suffering injury as a result of a knowing and intentional failure by an employer to comply with subdivision (a) is 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) per employee for each violation in a subsequent pay period, not to exceed an aggregate penalty of four thousand dollars ($4,000), and is entitled to an award of costs and reasonable attorney's fees." (Lab. Code § 226(e)(1).)

Throughout the statutory period, AVPA has failed to timely furnish Ms. Miranda and other Aggrieved Employees with accurate, itemized wage statements showing all applicable hourly rates, and all gross and net wages earned (including correct hours worked, correct wages for meal periods that were not provided in accordance with California law, and correct wages for rest periods that were not authorized and permitted to take in accordance with California law).

Because AVPA violated Labor Code § 226, Ms. Miranda and other Aggrieved Employees suffered injury and damage to their statutorily protected rights. Accordingly, Ms. Miranda and other Aggrieved Employees are entitled to recover from AVPA the greater of their actual damages caused by AVPA's failure to comply with Labor Code § 226(a), or an aggregate penalty not exceeding four thousand dollars ($4,000) per employee.

AVPA is thus liable to Ms. Miranda other Aggrieved Employees for the civil penalties provided for in Labor Code § 226.3 for failing to timely furnish accurate itemized wage statements.

**Failure to Indemnify for Necessary Expenditures**

Labor Code § 2802(a) provides that employers shall indemnify their employees for all necessary business expenditures or losses that have been incurred by the employees in direct discharge of his or her duties.

Throughout the statute of limitations period applicable to this cause of action, AVPA wrongfully required Ms. Miranda and other Aggrieved Employees to pay out-of-pocket for necessary employment-related expenses that they incurred in direct discharge of their duties for AVPA including, but not limited to, the use of personal phones for work-related purposes. Ms. Miranda and other Aggrieved Employees incurred substantial expenses as a direct result of performing their job duties for AVPA, but AVPA failed to indemnify Ms. Miranda and other Aggrieved Employees for these employment-related expenses.

As a result, AVPA is liable to Ms. Miranda and other Aggrieved Employees for the civil penalties provided for in Labor Code §§ 2802 and 2699(f)(2) for failing to indemnify Ms. Miranda and other Aggrieved Employees for necessary business expenditures.

**Action for Civil Penalties Under PAGA**

In light of the above, Ms. Miranda alleges that AVPA violated the following provisions of the Labor Code with respect to the Aggrieved Employees:

1. Labor Code §§ 204, 510, 1194, 1197, and 1198 by failing to pay for all hours worked, including minimum wages, straight time wages, and overtime wages;
2. Labor Code § 226.7 and applicable Wage Orders by failing to provide meal periods;
3. Labor Code § 226.7 and applicable Wage Orders by failing to authorize and permit rest periods;
4. Labor Code § 204 by failing to pay all earned wages two times per month;
5. California Labor Code § 1174.5 and applicable Wage Orders by failing to maintain accurate records of hours worked and meal periods taken or missed;
6. Labor Code §§ 201 to 203 by willfully failing to pay all wages owed at termination;
7. Labor Code § 226 by failing to provide accurate itemized wage statements; and
8. Labor Code § 2802 by failing to indemnify for necessary expenditures.

Therefore, on behalf of the Aggrieved Employees, Ms. Miranda seeks applicable penalties related to the violations alleged above pursuant to the PAGA. These include, but are not limited to, penalties under Labor Code §§ 210, 226.3, 1174.5, 1197.1, and 2699.

Ms. Miranda has placed AVPA on notice by mailing a certified copy of this correspondence, as indicated on the first page. Thank you for your attention to this matter. If you have any questions, please do not hesitate to contact me.

Sincerely,

**WILSHIRE LAW FIRM, PLC**



John O. Bishay, Esq.

# Exhibit 2

John G. Yslas (SBN 187324)
john.yslas@wilshirelawfirm.com
Arrash T. Fattahi (SBN 333676)
arrash.fattahi@wilshirelawfirm.com
John O. Bishay (SBN 358653)
john.bishay@wilshirelawfirm.com
**WILSHIRE LAW FIRM**
660 S. Figueroa St., Sky Lobby
Los Angeles, California 90017
Telephone: (213) 381-9988
Facsimile: (213) 381-9989

Attorneys for Plaintiffs

José-Manuel A. de Castro (SBN 213769)
jmdecastro@decastrolawgroup.com
David G. Larmore (SBN 216041)
dlarmore@decastrolawgroup.com
**DE CASTRO LAW GROUP, P.C.**
7590 N. Glenoaks Blvd., Suite 201
Los Angeles, California 91504
Telephone: (310) 270-9877
Facsimile: (310) 341-2330

Attorneys for Defendant AVPA LLC

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**FOR THE COUNTY OF SAN BERNARDINO - SBJC**

| | |
|---|---|
| LATRIESE CHERI BECKER, LAKEISHA BECKER, ELIZABETH CASTRO, and MAGALI YASMIN MIRANDA-JIMENEZ on behalf of the State of California and other aggrieved persons,<br><br>Plaintiffs,<br><br>v.<br><br>ASISTENCIA VILLA POST ACUTE LLC, a California limited liability company; and DOES 1 through 10, inclusive,<br><br>Defendants. | Case No.: CIVSB2526310<br><br>*[Assigned for all purposes to the Hon. Charlie L. Hill, Jr., Dept. S30]*<br><br>**PAGA SETTLEMENT AGREEMENT**<br><br>Complaint filed: September 10, 2025<br>FAC filed: November 24, 2025<br>SAC filed: September 17, 2026<br>Trial date: None set |

This PAGA Settlement Agreement ("Agreement") is made by and between Plaintiffs Latriese Cheri Becker, Lakeisha Becker, Elizabeth Castro, and Magali Yasmin Miranda-Jimenez ("Plaintiffs") and Defendant AVPA LLC ("AVPA"). The Agreement refers to Plaintiffs and AVPA collectively as "Parties," or individually as "Party."

**1. DEFINITIONS.**

1.1 "Action" means Plaintiff's PAGA lawsuit alleging wage and hour violations against AVPA captioned *Latriese Cheri Becker, et al., v. Asistencia Villa Post Acute LLC, et al*., Case No. CIVSB2526310, initiated on September 10, 2025, and pending in the Court.

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

1.3 "Administrator" means Apex Class Action LLC, the neutral entity the Parties have agreed to appoint to administer the Settlement.

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

1.5 "Aggrieved Employee" means all non-exempt, hourly-paid employees who worked for AVPA in California at any time during the PAGA Period.

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

1.7 "Approval Order" means the Court's order granting approval of the Settlement.

1.8 "AVPA" means AVPA LLC dba Asistencia Villa Post Acute LLC, the named defendant in the Action.

1.9 "Court" means the Superior Court of California, County of San Bernardino.

1.10 "Defense Counsel" means José-Manuel A. de Castro and David G. Larmore of De

Castro Law Group, P.C.

1.11 "Effective Date" means the date on which the Judgment becomes final.

1.12 "Gross Settlement Amount" and "GSA" mean $138,000.00, which is the total amount AVPA agrees to pay under the Settlement. The GSA will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees, PAGA Counsel Costs, PAGA Service Award, and Administration Costs.

1.13 "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 35% of the PAGA Penalties, calculated according to the number of Pay Periods worked during the PAGA Period.

1.14 "Judgment" means the judgment entered by the Court based upon the Approval Order.

1.15 "LWDA" means the California Labor and Workforce Development Agency.

1.16 "LWDA PAGA Payment" means the 65% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (m).

1.17 "Net Settlement Amount" means the GSA, less the following payments in the amounts approved by the Court: LWDA PAGA Payment, PAGA Service Awards, PAGA Counsel Fees, PAGA Counsel Costs, and Administration Costs. The remainder is to be paid to Aggrieved Employees as Individual PAGA Payments.

1.18 "PAGA Counsel" means John G. Yslas, Arrash T. Fattahi, and John O. Bishay of Wilshire Law Firm, the attorneys representing Plaintiffs in the Action.

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

1.20 "PAGA Period" means the period from September 20, 2024, through September 7, 2026, subject to Section 4.1.1, *infra*

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

1.22 "PAGA Notices" means Plaintiff Latriese Becker's June 20, 2024 letter to AVPA and the LWDA, LWDA-CM-1035159-24 ("Latriese PAGA Notice"), and Plaintiff Lakeisha Becker's June 20, 2024 letter to AVPA and the LWDA, LWDA-CM-1035129-24 ("Lakeisha PAGA

Notice"), Plaintiff Castro's September 19, 2025 letter to AVPA and the LWDA, LWDA-CM-1126502-25 ("Castro PAGA Notice"), and Plaintiff Miranda-Jimenez's June 4, 2026 letter to AVPA and the LWDA, LWDA-CM-1182166-26 ("Miranda PAGA Notice") providing notice pursuant to Labor Code section 2699.3(a).

1.23 "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 35% to the Aggrieved Employees and 65% to the LWDA in settlement of PAGA claims.

1.24 "PAGA Service Award" means the payment to each Plaintiff for initiating the Action and providing services in support of the Action on behalf of the State and other Aggrieved Employees.

1.25 "Pay Period" means any pay period during which an Aggrieved Employee worked for AVPA for at least one day during the PAGA Period.

1.26 "Plaintiffs" means Latriese Cheri Becker, Lakeisha Becker, Elizabeth Castro, and Magali Yasmin Miranda-Jimenez, the named plaintiffs in the Action.

1.27 "Released PAGA Claims" means the claims being released as described in Paragraph 5 below.

1.28 "Released Parties" means AVPA and each of its former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, and subsidiaries.

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

**2. RECITALS.**

2.1 On August 16, 2024, Plaintiff Latriese Becker filed a class action complaint entitled *Becker v. Asistencia Villa Post Acute LLC, et al.*, Case No. CIVSB2424563, currently pending in the Court ("Class Action"). The complaint alleged various wage and hour violations against AVPA on behalf of a putative class of similarly situated non-exempt employees in California. On full execution of the Agreement, Plaintiffs will dismiss the Class Action in its entirety without prejudice.

2.2 On September 10, 2025, Plaintiffs Latriese Becker and Lakeisha Becker ("Plaintiffs Becker") commenced the instant Action by filing a representative action alleging against AVPA a PAGA cause of action and seeking civil penalties for the violations alleged in the Latriese PAGA Notice. On November 24, 2025, Plaintiffs Becker filed a First Amended Complaint in the Action adding Elizabeth Castro as a named plaintiff.

2.3 On September 17, 2026, in order to facilitate settlement and effectuate the Agreement, Plaintiffs filed a Second Amended Complaint adding Magali Yasmin Miranda-Jimenez as a named plaintiff and to cover all violations alleged in the PAGA Notices. The Second Amended Complaint is the operative complaint in the Action (the "Operative Complaint"). AVPA denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in in the Operative Complaint, and denies any and all liability for the causes of action alleged.

2.4 Pursuant to Labor Code section 2699.3, subd. (a), Plaintiffs gave timely written notice to AVPA and the LWDA by sending the PAGA Notices.

2.5 On July 7, 2026, the Parties participated in an all-day mediation presided over by Joshua Konecky, Esq. (the "Mediator"), which led to this Agreement.

2.6 Before mediation, Plaintiff obtained, through informal discovery, Plaintiffs' personnel files, a sampling of Aggrieved Employees' time and payroll records, and described AVPA's policies in effect during the PAGA Period. Plaintiffs' investigation was sufficient to satisfy the criteria for court approval set forth in *Moniz v. Adecco USA, Inc.* (2021) 72 Cal. App. 5th 56, 77, *disapp'd of on other grounds by Turrieta v. Lyft, Inc.* (2024) 16 Cal. 5th 664.

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

**3. MONETARY TERMS.**

3.1 Gross Settlement Amount. AVPA promises to pay $138,000.00 and no more as the Gross Settlement Amount. AVPA has no obligation to pay the GSA before the deadline stated in Paragraph 4.3. The Administrator will disburse the entire GSA without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross

Settlement Amount will revert to AVPA.

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

3.2.1 To Plaintiffs: PAGA Service Award of not more than $7,500.00 to each Plaintiff ($30,000 total), in addition to any Individual PAGA Payment the Plaintiff is entitled to receive as an Aggrieved Employee. AVPA will not oppose Plaintiffs' request for PAGA Service Awards that does not exceed this amount. If the Court approves any PAGA Service Award less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the PAGA Service Awards using IRS Form 1099. Plaintiffs assume full responsibility and liability for employee taxes owed on the PAGA Service Awards.

3.2.2 To PAGA Counsel: PAGA Counsel Fees of not more than one-third (1/3) of the GSA, which is currently estimated to be $46,000.00, and PAGA Counsel Costs of not more than $30,000.00. AVPA will not oppose requests for these payments provided they do not exceed these amounts. Plaintiffs and/or PAGA Counsel may seek Court approval of PAGA Counsel Fees and PAGA Counsel Costs. In support of the PAGA Counsel Costs, PAGA Counsel must submit a cost ledger listing each expense incurred during the Action. If the Court approves PAGA Counsel Fees or PAGA Counsel Costs less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to PAGA Counsel or any other plaintiff's counsel arising from any claim to any portion of any PAGA Counsel Fees and/or PAGA Counsel Costs. The Administrator will pay PAGA Counsel Fees and PAGA Counsel Costs using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on PAGA Counsel Fees and PAGA Counsel Costs and holds AVPA harmless, and indemnifies AVPA, from any dispute or controversy regarding any division or sharing of any of these payments.

3.2.3 To the Administrator: Administration Costs not to exceed $8,990.00 except for a showing of good cause and as approved by the Court. To the extent the administration expenses are less than or the Court approves payment less than $8,990.00, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.4 To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of $23,010.00 to be paid from the Gross Settlement Amount, with 65% ($14,956.50) allocated to the LWDA PAGA Payment and 35% ($8,053.50) allocated to the Individual PAGA Payments.

3.2.4.1 The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 35% share of PAGA Penalties ($8,053.50) by the total number of Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

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

**4. SETTLEMENT FUNDING AND PAYMENTS.**

4.1 PAGA Period Pay Periods. Based on a review of its records to date, AVPA estimates there are 363 Aggrieved Employees who worked a total of 6,261 Pay Periods.

4.1.1 Escalator. If the total number of Pay Periods as of the end of the PAGA Period exceeds the above figure by greater than 10% (i.e., exceeds 6,887), then AVPA shall have the option either to: 1) increase the GSA pro rata based on the number of additional Pay Periods (e.g., if the number of Pay Periods is 15% greater than 6,261, then the Gross Settlement Amount shall increase by 5%); or 2) end the PAGA Period on a date prior to the date on which the total number of Pay Periods exceeds, 6,887, to

avoid triggering the GSA increase. AVPA must notify PAGA Counsel and the Administrator of its election no later than 18 court days plus 7 calendar days prior to the date set for hearing Plaintiff's Motion for Approval of PAGA Settlement reflected in this Agreement. If this provision is triggered and AVPA elects option 1), to increase the GSA, the Parties agree that the PAGA Counsel Fees Payment will increase proportionally, such that it remains one-third (1/3) of the GSA after the requisite increase. The Administrator will verify and confirm whether the escalator is triggered based on the final Aggrieved Employee Data.

4.2 Aggrieved Employee Data. Within 15 days after entry of Judgment, AVPA will deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employees' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who need access to effect and perform under this Agreement. AVPA has a continuing duty to immediately notify PAGA Counsel if it discovers that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which AVPA must send the Aggrieved Employee Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.

4.3 Funding of Gross Settlement Amount. AVPA shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator in two (2) equal installments, with the first due, no later than 30 days after the entry of Judgment and the second due no later than 60 days after the entry of Judgment.

4.4 Payments from the Gross Settlement Amount. Within 14 days after AVPA funds the GSA, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, Administration Costs, PAGA Counsel Fees, PAGA Counsel Costs, and the PAGA Service Awards. Disbursement of PAGA Counsel Fees and Costs and the PAGA Service Awards

shall not precede disbursement of Individual PAGA Payments.

4.4.1 The Administrator will issue checks for the Individual PAGA Payments and send them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. Before mailing any checks, the Administrator must update the recipients' mailing addresses using the National Change of Address Database.

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

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

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

**5. RELEASES OF CLAIMS**. Effective on the date when AVPA fully funds the entire Gross Settlement Amount, Plaintiffs and PAGA Counsel will release claims against all Released Parties as follows:

5.1 Plaintiffs' Release. Plaintiffs and Plaintiffs' respective former and present

representatives, agents, attorneys (including PAGA Counsel), administrators, successors, and assigns generally, release and discharge Released Parties from all claims, known and unknown, including but not limited to, claims arising during the PAGA Period that were alleged, or reasonably could have been alleged, based on the facts contained in the Operative Complaint and the PAGA Notice ("Plaintiffs' Release"). Plaintiffs' Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, or workers' compensation benefits that arose at any time. Plaintiffs acknowledge that Plaintiffs may discover facts or law different from, or in addition to, the facts or law that Plaintiffs now know or believe to be true but agrees, nonetheless, that Plaintiffs' Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiffs' discovery of them.

5.1.1 Plaintiffs' Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiffs' Release, each Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

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

5.2 Released PAGA Claims: All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, administrators, successors, and assigns, the Released Parties from all claims for PAGA Penalties arising during the PAGA Period that were alleged, or reasonably could have been alleged, based on the facts and allegations in the Operative Complaint and the PAGA Notice.

**6. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT**. The Parties agree jointly to prepare and file an application or motion for approval of this Settlement.

6.1 Plaintiffs' Responsibilities. Plaintiffs will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor Code section 2699(s),

including: (i) a draft Approval Order; (ii) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Aggrieved Employee Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Aggrieved Employees or the LWDA; and the nature and extent of any financial relationship with Plaintiffs, PAGA Counsel, or Defense Counsel; (iii) a signed declaration from PAGA Counsel attesting to its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Lab. Code § 2699.3(a)), Operative Complaint (Lab. Code § 2699(s)(2)), and the Agreement (Lab. Code § 2699(s)(2)); and (iv) disclosure of all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Administrator. In their declarations, Plaintiffs and PAGA Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.2 Responsibilities of PAGA Counsel. PAGA Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the application or motion for approval of this Settlement no later than 60 days after the full execution of this Agreement and, if necessary, obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion. PAGA Counsel is responsible for delivering the Court's Approval Order to the Administrator.

6.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed application or motion for approval of this Settlement and/or the supporting declarations and documents, PAGA Counsel and Defense Counsel will expeditiously work together in good faith, by meeting in person or by telephone, to resolve the disagreement. If the Court does not grant the motion for approval of this Settlement or conditions its approval on any material change to this Agreement, PAGA Counsel and Defense Counsel will expeditiously work together in good faith, by meeting in person or by telephone, to modify the Agreement and otherwise satisfy the Court's concerns.

**7. SETTLEMENT ADMINISTRATION.**

7.1 Selection of Administrator. The Parties have jointly selected Apex Class Action LLC

to serve as the Administrator and verified that, as a condition of appointment, Apex Class Action LLC agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for Administration Costs. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

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

7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund under US Treasury Regulation section 1.468B-1.

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

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

8.1 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including PAGA Counsel Fees and PAGA Counsel Costs, the Parties and their respective counsel waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If another party appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the Net Settlement Amount.

**9. ADDITIONAL PROVISIONS.**

9.1 No Admission of Liability. This Agreement represents a compromise and settlement

of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by AVPA that any of the allegations in the Operative Complaint have merit or that AVPA has any liability for any claims asserted; nor is it intended or should be construed as an admission by Plaintiffs that AVPA's defenses in the Action have merit. The Parties agree that representative treatment is for purposes of this Settlement only. If for any reason the Court does not approve this Settlement, AVPA reserves all available defenses to the claims in the Action, and Plaintiffs reserve the right to contest AVPA's defenses. The Settlement, this Agreement, and the Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

9.2 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants or inducements made to or by any Party.

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

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

9.5 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered or purported to assign, transfer, or

encumber to any person or entity any portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.

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

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

9.8 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.

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

9.10 Cooperation in Drafting. The Parties have cooperated in drafting and preparing this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

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

9.12 Use and Return of Aggrieved Employee Data. Information provided to PAGA Counsel pursuant to Evidence Code section 1152, and all copies and summaries of the PAGA Data provided to PAGA Counsel by AVPA in connection with the mediation, other settlement negotiations, or the Settlement, may be used only with respect to this Settlement, and for no other purpose, and may not be used in any way that violates any existing contractual agreement, statute or the California Rules of Court. Not later than 90 days after the Administrator discharges its obligation to pay out all Settlement funds, on receipt of a written request from AVPA, Plaintiffs shall destroy all paper and electronic versions of Aggrieved Employee Data received from AVPA

unless, prior to the Administrator's payment of all Settlement funds, AVPA makes a written request to PAGA Counsel for the return, rather than the destruction, of Aggrieved Employee Data.

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

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

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

To Plaintiffs:
John G. Yslas
john.yslas@wilshirelawfirm.com
Arrash T. Fattahi
arrash.fattahi@wilshirelawfirm.com
John O. Bishay
john.bishay@wilshirelawfirm.com
**WILSHIRE LAW FIRM**
660 S. Figueroa St., Sky Lobby
Los Angeles, CA 90017
Tel: (213) 381-9988
Fax: (213) 381-9989

To AVPA:
José-Manuel A. de Castro
David G. Larmore
**DE CASTRO LAW GROUP, P.C.**
7590 N. Glenoaks Blvd., Suite 201
Los Angeles, CA 91504
Tel: (310) 270-9877
Fax: (310) 341-2330

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

Docusign Envelope ID: E1C0E294-AA7E-8965-8375-2DC75355A57D

9.17 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to Code of Civil Procedure section 583.330 to extend the date to bring a case to trial under Code of Civil Procedure section 583.310 for the entire period of this settlement process.

By the Parties:

Dated: 10/19/2026

Signed by:
L Becker
BEF541E7CEB4499...
Plaintiff Latriese Cheri Becker

Dated: _____

_____
Plaintiff Lakeisha Becker

Dated: _____

_____
Plaintiff Elizabeth Castro

Dated: _____

_____
Plaintiff Magali Yasmin Miranda-Jimenez

Dated: _____

_____
Defendant AVPA LLC

By: _____

Position: _____

Approved by counsel:

Dated: _____

WILSHIRE LAW FIRM

By: _____
John G. Yslas
Arrash T. Fattahi
John O. Bishay

Attorneys for Plaintiffs

Docusign Envelope ID: E9BBA926-112A-8E81-80EF-C13988C9A240

9.17 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to Code of Civil Procedure section 583.330 to extend the date to bring a case to trial under Code of Civil Procedure section 583.310 for the entire period of this settlement process.

By the Parties:

Dated: _____

_____
Plaintiff Latriese Cheri Becker

Dated: 10/19/2026

DocuSigned by:
_____
4060D900FEF449E...
Plaintiff Lakeisha Becker

Dated: _____

_____
Plaintiff Elizabeth Castro

Dated: _____

_____
Plaintiff Magali Yasmin Miranda-Jimenez

Dated: _____

_____
Defendant AVPA LLC

By: _____

Position: _____

Approved by counsel:

Dated: _____

WILSHIRE LAW FIRM

By: _____
John G. Yslas
Arrash T. Fattahi
John O. Bishay

Attorneys for Plaintiffs

Docusign Envelope ID: B6014905-24A7-838F-82ED-660C5236288E

9.17 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to Code of Civil Procedure section 583.330 to extend the date to bring a case to trial under Code of Civil Procedure section 583.310 for the entire period of this settlement process.

By the Parties:

Dated: _____

_____
Plaintiff Latriese Cheri Becker

Dated: _____

_____
Plaintiff Lakeisha Becker

Dated: 10/20/2026

Signed by:
Elizabeth Castro
EFFEAB2F398F4C0...
Plaintiff Elizabeth Castro

Dated: _____

_____
Plaintiff Magali Yasmin Miranda-Jimenez

Dated: _____

_____
Defendant AVPA LLC

By: _____

Position: _____

Approved by counsel:

Dated: _____

WILSHIRE LAW FIRM

By: _____
John G. Yslas
Arrash T. Fattahi
John O. Bishay

Attorneys for Plaintiffs

Docusign Envelope ID: F142F785-2330-8F3E-8258-882D3CABCC56

9.17 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to Code of Civil Procedure section 583.330 to extend the date to bring a case to trial under Code of Civil Procedure section 583.310 for the entire period of this settlement process.

By the Parties:

Dated: _____

_____
Plaintiff Latriese Cheri Becker

Dated: _____

_____
Plaintiff Lakeisha Becker

Dated: _____

_____
Plaintiff Elizabeth Castro

Dated: 10/19/2026

Signed by:
_____
47FE31BB8A1E4D0...
Plaintiff Magali Yasmin Miranda-Jimenez

Dated: _____

_____
Defendant AVPA LLC

By: _____

Position: _____

Approved by counsel:

Dated: 10/20/2026

WILSHIRE LAW FIRM

By: _____
John G. Yslas
Arrash T. Fattahi
John O. Bishay

Attorneys for Plaintiffs

Dated: 10/22/2026

DE CASTRO LAW GROUP, P.C.

By: Jose-Manuel A. de Castro Digitally signed by Jose-Manuel A. de Castro Date: 2026.10.22 05:33:01 -07'00'

José-Manuel A. de Castro
David G. Larmore

Attorneys for Defendant

# Exhibit 3



ELM Solutions

# 2025 Real Rate Report® powered by LegalVIEW® DynamicInsights

The industry's leading analysis of law firm rates, trends, and practices

Wolters Kluwer

**Report Editor**

**Jennifer McIver**
Director, Legal Operations and Industry Insights
Wolters Kluwer ELM Solutions

**Lead Data Analysts**

**Anand Kumar Pathinettam Padian**
Software and Data Engineer
Wolters Kluwer ELM Solutions

**Farhan Shaikh**
Data Scientist
Wolters Kluwer ELM Solutions

**ELM Solutions Creative**

**David Andrews**
Senior Graphic Designer
Wolters Kluwer ELM Solutions

**Contributing Analysts and Authors**

**Haemi Jung**
Strategic Business Intelligence Manager
Wolters Kluwer ELM Solutions

**Manish Sharma**
Director, Business Analysis
Wolters Kluwer ELM Solutions

**Karen Sekley-Dandrea**
Director, Marketing
Wolters Kluwer ELM Solutions

**Mat Greener**
Project & Program Management Director
Wolters Kluwer ELM Solutions

**Executive Sponsor**

**Brian Jorgenson**
Vice President, Product Management
Wolters Kluwer ELM Solutions



©2004 - 2025 Wolters Kluwer ELM Solutions. All rights reserved. This material may not be reproduced, displayed, modified, or distributed in any form without the express prior written permission of the copyright holders. To request permission, please contact:



Wolters Kluwer ELM Solutions
2929 Allen Pkwy Ste 3300
Houston, TX 77019 United States
ATTN: Marketing
ELMSolutionsSales@wolterskluwer.com



**LEGAL CAVEAT**

Wolters Kluwer ELM Solutions has worked to ensure the accuracy of the information in this report powered by LegalVIEW DynamicInsights; however, we cannot guarantee accuracy in all cases. Neither this report nor LegalVIEW DynamicInsights constitute legal, accounting, or professional advice and should not be used as such. This material should not be construed as a substitute for professional advice based on specific facts or circumstances. ELM Solutions is not responsible for any claims or losses arising from reliance on the information or recommendations included in this solution. View terms of use.

# Table of Contents - 2025 Real Rate Report


**A Letter to Our Readers • 4**

**Real Rate Report Overview • 5**

**Section I: High-Level Data Cuts • 9**

- Partners, Associates, and Paralegals
- Partners, Associates, and Paralegals by Practice Area and Matter Type
- Partners and Associates by City
- Partners and Associates by City and Matter Type
- Partners by City and Years of Experience
- Associates by City and Years of Experience
- Partners and Associates by Firm Size and Matter Type

**Section II: Industry Analysis • 71**

- Partners, Associates, and Paralegals by Industry Group
- Partners and Associates by Industry Group and Matter Type
- Basic Materials and Utilities
- Consumer Goods
- Consumer Services
- Financials (Excluding Insurance)
- Health Care
- Industrials
- Insurance
- Technology and Telecommunications

**Section III: Practice Area Analysis • 98**

- Bankruptcy and Collections
- Commercial
- Corporate: Mergers, Acquisitions, and Divestitures
- Corporate: Other
- Corporate: Regulatory and Compliance
- Employment and Labor
- Environmental
- Finance and Securities
- General Liability (Litigation Only)
- Insurance Defense (Litigation Only)
- Intellectual Property: Other
- Intellectual Property: Patents
- Intellectual Property: Trademarks
- Real Estate

**Section IV: In-Depth Analysis for Select US Cities • 201**

- Boston, MA
- Chicago, IL
- Los Angeles, CA
- New York, NY
- Philadelphia, PA
- San Francisco, CA
- Washington, DC

**Section V: International Analysis • 226**

**Section VI: Matter Staffing Analysis • 255**

**Appendix: Data Methodology • 259**


**NOTE:**
You may experience an issue that can sometimes occur in PDF viewer. Thin lines (like table borders) may appear to “disappear” or look broken when zoomed out in a PDF viewer. This is usually a display/rendering issue rather than a problem with the actual content of the PDF.

**Solution:**
- Open the PDF in Acrobat and go to Edit > Preferences > Page Display.
- Uncheck Enhance thin lines (if it’s checked).
- Restart Acrobat and reopen the PDF.

# A Letter to Our Readers

**Welcome to the latest edition of the Real Rate Report®, the legal industry's most trusted benchmark for legal billing rates.**

Since 2010, the Real Rate Report has helped legal departments and law firms make smarter decisions about pricing, resourcing, and vendor management. That hasn't changed. What has changed is how we deliver those insights.

This year, the Real Rate Report is powered by LegalVIEW® DynamicInsights—our new digital-first platform that brings the same trusted LegalVIEW data to life in a more interactive, flexible, and timely way. Leveraging Wolters Kluwer's LegalVIEW database, with over $200B in anonymized, approved, invoice data, LegalVIEW DynamicInsights offers dynamic filters, quarterly updates, and calendar-year alignment to help users tailor benchmarks to their unique needs, on demand.

The Real Rate Report remains a vital snapshot of the market, and we know many of you rely on it as a reference tool. But DynamicInsights goes further. It enables deeper exploration of rate trends by role, experience, geography, practice area, industry, and more. Whether you're negotiating rates, evaluating law firm performance, or planning budgets, DynamicInsights gives you the agility and precision today's legal environment demands.

As always, we welcome your feedback and thank our data contributors for making this work possible. We're proud to be your partner in legal analytics and look forward to continuing to deliver insights that drive better business outcomes.

Sincerely,



**Brian Jorgenson**
Vice President, Product Management
Wolters Kluwer ELM Solutions

# Real Rate Report Overview

The Real Rate Report is powered by LegalVIEW DynamicInsights, a web-based solution that delivers dynamic, invoice-backed insights through approved legal billing rates. It enables legal professionals to analyze rate trends by role, experience, industry, geography, practice area, and more using the world's largest repository of legal spend data.

DynamicInsights leverages the same trusted LegalVIEW database that has powered the Real Rate Report for years, now encompassing over $200B+ in anonymized, approved legal invoice data. As with previous Real Rate Reports, our data is sourced from corporations' and law firms' e-billing and time management solutions. We have included lawyer and paralegal rate data filtered by specific practice and sub-practice areas, metropolitan areas, and types of matters. This level of granularity gives legal departments and law firms the precision they need to identify areas of opportunity.

**What's different with DynamicInsights?**

Same source, same methodology: DynamicInsights uses the same rigorous data validation and methodology as the Real Rate Report.

- **Enhanced flexibility:** With dynamic filters, DynamicInsights enables users to tailor benchmarks to their unique needs and on demand.
- **Full year data:** DynamicInsights now aligns to a calendar year view—January through December—replacing the previous July-to-June format used in the Real Rate Report, reducing confusion and improving consistency across reporting periods.
- **More up to date:** Unlike the annual and static Real Rate Report, DynamicInsights is refreshed quarterly, offering more timely insights.
- **Digital-first access:** Delivered via a secure online interface, users can interact with the data, bookmark views, and share insights in real time.

DynamicInsights provides the same level of credibility and analytical power long trusted in the Real Rate Report with more agility and transparency for today's legal environment.

**2025 Real Rate Report use considerations**

- Examines law firm rates over time
- Identifies rates by location, experience, firm size, areas of expertise, industry, and timekeeper role (i.e., partner, associate, and paralegal)
- Itemizes variables that drive rates up or down

All the analyses included in DynamicInsights and this report are derived from the actual rates charged by law firm professionals as recorded on invoices submitted and approved for payment.

Examining real, approved rate information, along with the ranges of those rates and their changes over time, highlights the role these variables play in driving aggregate legal cost and income. The analyses can energize questions for both corporate clients and law firm principals.

Legal departments might ask whether they are paying the right amount for different types of legal services, while law firm principals might ask whether they are charging the right amount for legal services and whether to modify their pricing approach.

**Examples of data to consider when reviewing rates:**

- **Industry** – Compare spend and rate trends across various industries
- **Practice area** – Analyze cost variations in different legal practice areas
- **Detailed practice area** – Drill down into niche legal specialties for precise benchmarking
- **Am Law** – Benchmark against top-ranked law firms for competitive rate analysis
- **City** – Understand rate trends in specific metropolitan areas
- **Country** – Gain a global perspective on legal costs and spend management
- **Role** – Assess legal spend distribution across different law firm roles

# Real Rate Report Overview

### Understanding key statistical terms

To help interpret the legal rate data presented in DynamicInsights and this report, it's important to understand the statistical measures used. Below are definitions of the core metrics:

- **Mean (average):** The sum of all rate values divided by the total number of values added. It provides a general sense of the central tendency of the rates but can be influenced by extreme values (outliers).
- **Median:** The middle value when all rates are arranged in ascending order. If there is an even number of rates being analyzed, the median is the average of the two middle rates. It is a robust measure of central tendency of rates that is less affected by outliers.
- **First quartile (Q1):** The value below which 25% of the rates fall. It marks the lower boundary of the middle 50% of the rates and helps identify the lower range of typical values.
- **Third quartile (Q3):** The value below which 75% of the rates fall. It marks the upper boundary of the middle 50% of the rates and helps identify the upper range of typical values.
- **n:** The number of unique timekeepers contributing to the data.

These metrics are used to provide a more nuanced view of legal rates, helping users identify trends, outliers, and benchmarks across various dimensions.

# See clearly. Spend wisely.

Step into the future of legal spend management with responsibly developed AI-powered solutions.





Our innovative Total Spend Management approach leverages AI-powered capabilities to empower intelligent workflows and improved outcomes.

- Up to 10% savings on legal spend
- Up to 20% improvement in billing guideline compliance
- Increased efficiencies free up time for more value-add work

Wolters Kluwer

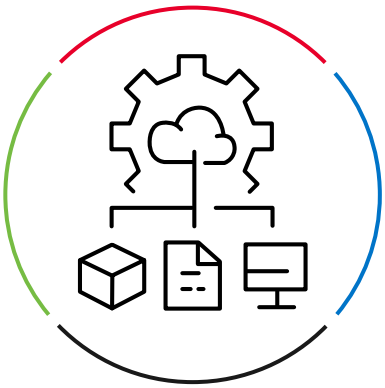
www.wolterskluwer.com

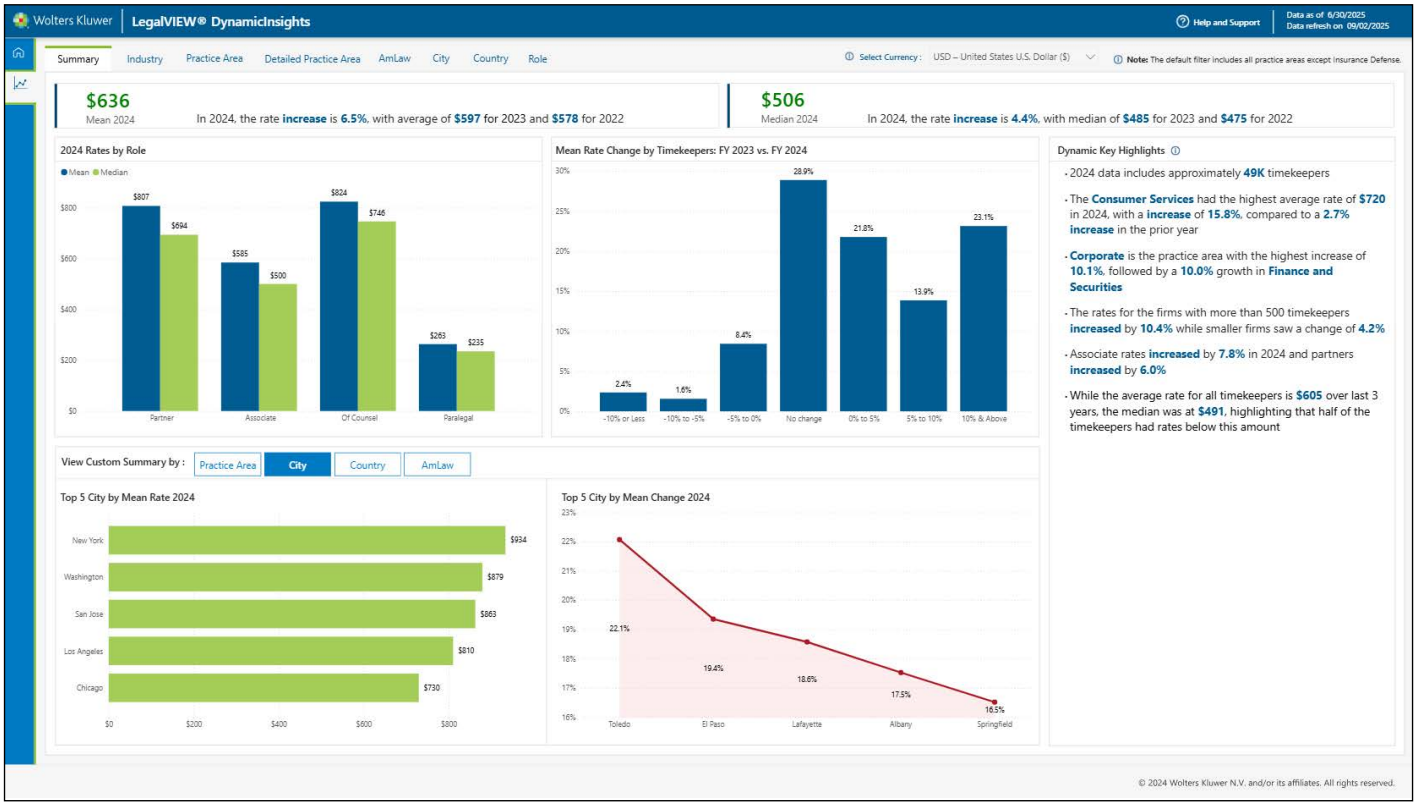
# LegalVIEW® DynamicInsights

Legal rates keep climbing and 2026 will be no exception. Stay ahead with award-winning insights designed to give your team the edge in every negotiation.

## Data that wins awards...and rate negotiations

- **Unmatched Data Power:** Leverages over **$200B in invoice-backed legal spend data** to deliver deep, actionable insights.
- **Strategic Legal Spend Management:** Empowers legal teams to negotiate smarter, plan more effectively, and control costs with greater precision.
- **Enhanced Transparency & Collaboration:** Strengthens law firm-client relationships through data-driven transparency and benchmarking.
- **Insight-Driven Decision Making:** Enables analysis across key dimensions to support strategic negotiations and financial optimization.






Wolters Kluwer

# Section I: High-Level Data Cuts

All data and analysis based on data collected thru Q2 2025

# Section I: High-Level Data Cuts

## Cities
By Role

**2025 Real Rates for Associate and Partner** **Trend Analysis - Mean**

| City | Role | n | First Quartile | Median | Third Quartile | 2025 | 2024 | 2023 |
|---|---|---|---|---|---|---|---|---|
| **Los Angeles CA** | Partner | 565 | $517 | $925 | $1,365 | $993 | $979 | $913 |
| | Associate | 518 | $485 | $720 | $982 | $761 | $741 | $684 |
| **Louisville KY** | Partner | 32 | $291 | $395 | $500 | $411 | $395 | $380 |
| | Associate | 19 | $275 | $290 | $342 | $304 | $274 | $268 |
| **Madison WI** | Partner | 10 | $275 | $420 | $491 | $420 | $443 | $563 |
| **Memphis TN** | Partner | 22 | $325 | $394 | $470 | $404 | $428 | $387 |
| **Miami FL** | Partner | 191 | $250 | $525 | $733 | $547 | $570 | $575 |
| | Associate | 128 | $175 | $330 | $479 | $357 | $389 | $393 |
| **Milwaukee WI** | Partner | 32 | $364 | $459 | $649 | $524 | $581 | $525 |
| | Associate | 18 | $322 | $455 | $690 | $498 | $462 | $404 |
| **Minneapolis MN** | Partner | 138 | $475 | $694 | $918 | $692 | $673 | $637 |
| | Associate | 111 | $333 | $450 | $620 | $485 | $467 | $432 |

# Section I: High-Level Data Cuts

## Cities
By Years of Experience

**2025 Real Rates for Partner** **Trend Analysis - Mean**

| City | Years of Experience | n | First Quartile | Median | Third Quartile | 2025 | 2024 | 2023 |
|---|---|---|---|---|---|---|---|---|
| **Phoenix AZ** | 21 or More Years | 25 | $350 | $490 | $674 | $559 | $499 | $540 |
| **Pittsburgh PA** | Fewer Than 21 Years | 41 | $501 | $600 | $810 | $669 | $658 | $599 |
| | 21 or More Years | 72 | $480 | $691 | $860 | $705 | $733 | $669 |
| **Portland ME** | 21 or More Years | 18 | $386 | $435 | $484 | $418 | $421 | $381 |
| **Portland OR** | Fewer Than 21 Years | 17 | $402 | $465 | $525 | $599 | $536 | $509 |
| | 21 or More Years | 32 | $470 | $525 | $639 | $594 | $607 | $553 |
| **Raleigh NC** | 21 or More Years | 12 | $396 | $475 | $510 | $489 | $477 | $477 |
| **Richmond VA** | Fewer Than 21 Years | 10 | $604 | $703 | $855 | $707 | $746 | $687 |
| | 21 or More Years | 24 | $431 | $713 | $1,084 | $739 | $756 | $726 |
| **Salt Lake City UT** | Fewer Than 21 Years | 12 | $395 | $447 | $459 | $422 | $445 | $412 |
| | 21 or More Years | 16 | $350 | $463 | $521 | $480 | $433 | $407 |
| **San Diego CA** | 21 or More Years | 33 | $438 | $785 | $1,334 | $894 | $898 | $882 |

# Section II: Industry Analysis

All data and analysis based on data collected thru Q2 2025

# Section II: Industry Analysis

## Consumer Services

By Detailed Practice Area and Matter Type

**2025 - Real Rates for Associate and Partner** **Trend Analysis - Mean**

| Practice Area | Matter Type | Role | n | First Quartile | Median | Third Quartile | 2025 | 2024 | 2023 |
|---|---|---|---|---|---|---|---|---|---|
| **Employment and Labor: Discrimination, Retaliation and Harassment / EEO** | **Litigation** | Partner | 27 | $393 | $495 | $613 | $509 | $463 | $436 |
| | | Associate | 19 | $400 | $475 | $493 | $437 | $387 | $370 |
| **Employment and Labor: Other** | **Litigation** | Partner | 24 | $564 | $692 | $1,252 | $956 | $782 | $683 |
| | | Associate | 14 | $384 | $469 | $564 | $553 | $484 | $458 |
| | **Non-Litigation** | Partner | 25 | $450 | $574 | $695 | $579 | $573 | $548 |
| | | Associate | 25 | $397 | $450 | $525 | $465 | $472 | $456 |
| **Intellectual Property: Patents** | **Non-Litigation** | Partner | 41 | $350 | $595 | $691 | $605 | $652 | $634 |
| | | Associate | 51 | $208 | $373 | $517 | $382 | $378 | $389 |
| **Real Estate: Leasing** | **Non-Litigation** | Partner | 17 | $410 | $539 | $865 | $616 | $664 | $667 |
| | | Associate | 10 | $278 | $404 | $617 | $482 | $444 | $478 |
| **Real Estate: Other** | **Non-Litigation** | Partner | 58 | $480 | $626 | $940 | $694 | $612 | $540 |
| | | Associate | 39 | $320 | $460 | $733 | $503 | $468 | $415 |

# Exhibit 4

Free Newsletter Sign Up

Business & Practice

# Big Law Rates Topping $2,000 Leave Value ‘In Eye of Beholder’

By Roy Strom

Column
June 9, 2022, 2:30 AM

---

*Welcome back to the Big Law Business column on the changing legal marketplace written by me, Roy Strom. Today, we look at a new threshold for lawyers’ billing rates and why it’s so difficult to put a price on high-powered attorneys. Sign up to receive this column in your inbox on Thursday mornings. Programming note: Big Law Business will be off next week.*

Some of the nation’s top law firms are charging more than $2,000 an hour, setting a new pinnacle after a two-year burst in demand.

Partners at Hogan Lovells and Latham & Watkins have crossed the threshold, according to court documents in bankruptcy cases filed within the past year.

Other firms came close to the mark, billing more than $1,900, according to the documents. They include Kirkland & Ellis, Simpson Thacher & Bartlett, Boies Schiller Flexner, and Sidley Austin.

Simpson Thacher & Bartlett litigator Bryce Friedman, who helps big-name clients out of jams, especially when they’re accused of fraud, charges $1,965 every 60 minutes, according to a court document.

In need of a former acting US Solicitor General? Hogan Lovells partner Neal Katyal bills time at $2,465 an hour. Want to hire famous litigator David Boies? That’ll cost $1,950 an hour (at least). Reuters was first to report their fees.

Eye-watering rates are nothing new for Big Law firms, which typically ask clients to pay higher prices at least once a year, regardless of broader market conditions.

“Value is in the eye of the beholder,” said John O’Connor, a San Francisco-based expert on legal fees. “The perceived value of a good lawyer can reach into the multi-billions of dollars.”

Kirkland & Ellis declined to comment on its billing rates. None of the other firms responded to requests to comment.

**Charge It Up**

Big Law firms are crossing the $2,000-an-hour threshold after two years of surging rates driven by an increase in demand for lawyers.

| Firm | Highest Billing Rate |
|---|---|
| Hogan Lovells | $2,465 |
| Latham & Watkins | $2,075 |
| Kirkland & Ellis | $1,995 |
| Simpson Thacher & Bartlett | $1,965 |
| Boies Schiller Flexner | $1,950 |
| Sidley Austin | $1,900 |

Source: Court documents

Bloomberg Law

Law firms have been more successful raising rates than most other businesses over the past 15 years.

Law firm rates rose by roughly 40 percent from 2007 to 2020, or just short of 3 percent per year, Thomson Reuters Peer Monitor data show. US inflation rose by about 28% during that time.

The 100 largest law firms in the past two years achieved their largest rate increases in more than a decade, Peer Monitor says. The rates surged more than 6% in 2020 and grew another 5.6% through November of last year. Neither level had been breached since 2008.

The price hikes occurred during a once-in-a-decade surge in demand for law services, which propelled profits at firms to new levels. Fourteen law firms reported average profits per equity partner in 2021 over $5 million, according to data from The American Lawyer. That was up from six the previous year.

The highest-performing firms, where lawyers charge the highest prices, have outperformed their smaller peers. Firms with leading practices in markets such as mergers and acquisitions, capital markets, and real estate were forced to turn away work at some points during the pandemic-fueled surge.

Firms receive relatively tepid pushback from their giant corporate clients, especially when advising on bet-the-company litigation or billion-dollar deals.

The portion of bills law firms collected—a sign of how willingly clients pay full-freight—rose during the previous two years after drifting lower following the Great Financial Crisis. Collection rates last year breached 90% for the first time since 2009, Peer Monitor data show.

Professional rules prohibit lawyers from charging “unconscionable” or “unreasonable” rates. But that doesn’t preclude clients from paying any price they perceive as valuable, said Jacqueline Vinaccia, a San Diego-based lawyer who testifies on lawyer fee disputes.

Lawyers’ fees are usually only contested when they will be paid by a third party.

That happened recently with Hogan Lovells’ Katyal, whose nearly $2,500 an hour fee was contested in May by a US trustee overseeing a bankruptcy case involving a Johnson & Johnson unit facing claims its talc-based powders caused cancer.

The trustee, who protects the financial interests of bankruptcy estates, argued Katyal’s fee was more than $1,000 an hour higher than rates charged by lawyers in the same case at Jones Day and Skadden Arps Slate Meagher & Flom.

A hearing on the trustee’s objection is scheduled for next week. Hogan Lovells did not respond to a request for comment on the objection.

Vinaccia said the firm’s options will be to reduce its fee, withdraw from the case, or argue the levy is reasonable, most likely based on Katyal’s extensive experience arguing appeals.

Still, the hourly rate shows just how valuable the most prestigious lawyers’ time can be—even compared to their highly compensated competitors.

“If the argument is that Jones Day and Skadden Arps are less expensive, then you’re already talking about the cream of the crop, the top-of-the-barrel law firms,” Vinaccia said. “I can’t imagine a case in which I might argue those two firms are more reasonable than the rates I’m dealing with.”

**Worth Your Time**

**On Cravath:** Cravath Swaine & Moore is heading to Washington, opening its first new office since 1973 by hiring former heads of the U.S. Securities and Exchange Commission and Federal Deposit Insurance Corporation. Meghan Tribe reports the move comes as Big Law firms are looking to add federal government expertise as clients face more regulatory scrutiny.

**On Big Law Promotions:** It’s rare that associates get promotions to partner in June, but Camille Vasquez is now a Brown Rudnick partner after she shot to fame representing Johnny Depp in his defamation trial against ex-wife Amber Heard.

**On Working From Home:** I spoke this week with Quinn Emanuel’s John Quinn about why he thinks law firm life is never going back to the office-first culture that was upset by the pandemic. Listen to the podcast here.




00:00:00

*That's it for this week! Thanks for reading and please send me your thoughts, critiques, and tips.*

To contact the reporter on this story: Roy Strom in Chicago at rstrom@bloomberglaw.com

To contact the editors responsible for this story: Chris Opfer at copfer@bloomberglaw.com; John Hughes at jhughes@bloombergindustry.com

## Documents

Trustee's Objection

## Related Articles

Overworked Big Law Can't Find Enough Lawyers With Demand Surging — Dec. 9, 2021, 3:00 AM

Never Underestimate Big Law's Ability to Raise Billing Rates — Aug. 12, 2021, 3:00 AM

## Law Firms

Simpson Thacher
Hogan Lovells
Jones Day
Skadden
Sidley Austin
Quinn Emanuel
Cravath Swaine & Moore
Latham & Watkins
Kirkland & Ellis
Boies Schiller Flexner

## Topics

expert fees
compensation of bankruptcy attorney
acquisitions
U.S. trustees
financial markets
client-paid legal fees
data breaches

## Companies

Johnson & Johnson
Thomson Reuters Corp

© 2022 The Bureau of National Affairs, Inc.  All Rights Reserved

# Exhibit 5

# Wilshire Law Firm, PLC
## Transaction Detail by Account
All Transactions

10/29/2026
Accrual Basis

| Type | Date | Num | Memo | Amount | Balance |
|---|---|---|---|---|---|
| **COS** | | | | | |
| **Mediation Fees** | | | | | |
| | 5/8/2026 | JK1027 | Mediation Fee | 7,500.00 | 7,500.00 |
| **Total MEDIATION FEES** | | | | 7,500.00 | 7,500.00 |
| **Expert Fees** | | | | | |
| | 7/9/2026 | 13607 | Expert Fees | 6,842.50 | 6,842.50 |
| **Total EXPERT FEES** | | | | 6,842.50 | 6,842.50 |
| **Legal Expenses** | | | | | |
| | 6/21/2024 | | PAGA Fee | 75.00 | 75.00 |
| | 6/21/2024 | | PAGA Fee | 75.00 | 75.00 |
| | 6/4/2025 | 852027928 | Legal Research | 534.48 | 534.48 |
| | 8/1/2025 | 852326723 | Legal Research | 37.40 | 37.40 |
| | 9/19/2025 | | PAGA Fee | 75.00 | 75.00 |
| | 6/1/2026 | 853802748 | Legal Research | 264.25 | 264.25 |
| | 6/8/2026 | | PAGA Fee | 75.00 | 75.00 |
| **Total LEGAL EXPENSES** | | | | 1,136.13 | 1,136.13 |
| **Process Service Fees** | | | | | |
| | 8/19/2024 | 80334 | Attorney Services | 1,721.50 | 1,721.50 |
| | 9/23/2024 | 81916 | Attorney Services | 141.00 | 141.00 |
| | 10/9/2024 | 81972 | Attorney Services | 45.00 | 45.00 |
| | 2/13/2025 | 24713942 | Attorney Services | 22.87 | 22.87 |
| | 5/21/2025 | 25374396 | Attorney Services | 17.50 | 17.50 |
| | 6/5/2025 | 25483045 | Attorney Services | 45.32 | 45.32 |
| | 6/9/2025 | 25556510 | Attorney Services | 45.32 | 45.32 |
| | 6/10/2025 | | Attorney Services | 72.00 | 72.00 |
| | 6/13/2025 | | Attorney Services | 5.00 | 5.00 |
| | 6/13/2025 | | Attorney Services | 0.22 | 0.22 |
| | 7/10/2025 | CC073125TA-1164 | Attorney Services | 23.63 | 23.63 |
| | 7/17/2025 | CC073125TA-1751 | Attorney Services | 23.63 | 23.63 |
| | 7/28/2025 | CC073125TA-3276 | Attorney Services | 23.63 | 23.63 |
| | 7/31/2025 | JE070125TA-03 | Attorney Services | 72.00 | 72.00 |
| | 9/17/2025 | CC093025TA-1630 | Attorney Services | 1,506.30 | 1,506.30 |
| | 12/12/2025 | CC123125TA-1593 | Attorney Services | 23.63 | 23.63 |
| | 5/1/2026 | CC053126TA-0131 | Attorney Services | 24.73 | 24.73 |
| | 5/15/2026 | CC053126TA-1068 | Attorney Services | 24.73 | 24.73 |
| | 7/30/2026 | CC073126TA-2927 | Attorney Services | 46.46 | 46.46 |
| | 7/31/2026 | JE073126TA-01 | Attorney Services | 72.00 | 72.00 |
| | 9/1/2026 | CC093026TA-0217 | Attorney Services | 46.46 | 46.46 |
| | 9/9/2026 | CC093026TA-0679 | Attorney Services | 46.46 | 46.46 |
| | 9/16/2026 | JE091626JC-01 | Attorney Services | 72.00 | 72.00 |
| | 10/5/2026 | CC103126TA-0568 | Attorney Services | 0.74 | 0.74 |
| | 10/5/2026 | CC103126TA-0569 | Attorney Services | 16.50 | 16.50 |
| **Total PROCESS SERVICE FEES** | | | | 4,138.63 | 4,138.63 |
| **TOTAL** | | | | **19,617.26** | **19,617.26** |

# Exhibit 6

Outlook

**Thank you for your Court Complaint Submission.**

**From** DIR PAGA Unit <no-reply@formassembly.com>
**Date** Wed 10/28/2026 3:11 PM
**To** Jonathan Austin <jonathan.austin@wilshirelawfirm.com>

10/28/2026 03:10:39 PM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Court Complaint
If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: https://nam12.safelinks.protection.outlook.com/?url=http%3A%2F%2Flabor.ca.gov%2FPrivate_Attorneys_General_Act.htm&data=05%7C02%7Cjonathan.austin%40wilshirelawfirm.com%7C28cc3172aeda4e32e77308df35405571%7C9ada260a4f194da187b814d372333753%7C1%7C0%7C639288222599969236%7CUnknown%7CTWFpbGZsb3d8eyJFbXB0eU1hcGkiOnRydWUsIlYiOiIwLjAuMDAwMCIsIlAiOiJXaW4zMiIsIkFOIjoiTWFpbCIsIldUIjoyfQ%3D%3D%7C0%7C%7C%7C&sdata=ZU1a9HNvW3aEG2pAcVz5K2OwHxDDSfRpfQMKsymnx94%3D&reserved=0

# Exhibit 7

Outlook

## Thank you for your Other Response or Document Submission

**From** DIR PAGA Unit <no-reply@formassembly.com>
**Date** Wed 10/28/2026 3:57 PM
**To** Jonathan Austin <jonathan.austin@wilshirelawfirm.com>

10/28/2026 03:57:31 PM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Other Response or Document Submission
If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: https://nam12.safelinks.protection.outlook.com/?url=http%3A%2F%2Flabor.ca.gov%2FPrivate_Attorneys_General_Act.htm&data=05%7C02%7Cjonathan.austin%40wilshirelawfirm.com%7C5bdb8191868c4339892808df3546ded8%7C9ada260a4f194da187b814d372333753%7C1%7C0%7C639288250639343752%7CUnknown%7CTWFpbGZsb3d8eyJFbXB0eU1hcGkiOnRydWUsIlYiOiIwLjAuMDAwMCIsIlAiOiJXaW4zMiIsIkFOIjoiTWFpbCIsIldUIjoyfQ%3D%3D%7C0%7C%7C%7C&sdata=J0OqlB1ta52RFTnYiQRP4aeZNXoZtboZMLrzrTQnVRQ%3D&reserved=0