

1 **JUSTICE FOR WORKERS, P.C.**

William C. Sung, SB# 280792

2 E-Mail: william@justiceforworkers.com

Tiffany L. Luu, SB# 335127

3 E-Mail: tluu@justiceforworkers.com

9575 Bolsa Avenue

4 Westminster, CA 92683

Tel: 323-922-2000

5 Fax: 323-922-2000

6 Larry W. Lee (State Bar No. 228175)

Max W. Gavron (State Bar No. 291697)

7 Kym Kanenaka (State Bar No. 350890)

DIVERSITY LAW GROUP, P.C.

8 515 S. Figueroa Street, Suite 1250

Los Angeles, CA 90071

9 (213) 488-6555

(213) 488-6554 facsimile

10 lwlee@diversitylaw.com

mgavron@diversitylaw.com

11 kym@diversitylaw.com

12 Attorneys for Plaintiffs MILTON URBINA AND HECTOR ZAVALA

13 [Additional Counsel on Following Page]

14 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

15 **FOR THE COUNTY OF SANTA BARBARA**

16 MILTON URBINA and HECTOR ZAVALA,
17 an individual and on behalf of all others
18 similarly situated;

19 Plaintiffs,

20 vs.

21 MONTECITO RETIREMENT
ASSOCIATION, a California corporation; and
22 DOES 1 through 50,

23 Defendants.

Case No.: 24CV03420

[Assigned for All Purposes to:
Hon. Thomas P. Anderle, Dept. 3]

**DECLARATION OF WILLIAM C. SUNG
IN SUPPORT OF MOTION FOR
APPROVAL OF PAGA SETTLEMENT,
ATTORNEY'S FEES AND COSTS, AND
SERVICE AWARD**

(Filed Concurrently with Motion for Approval
of PAGA Settlement, Supporting
Declarations, and [Proposed] Judgment and
Order)

DATE: December 9, 2026

TIME: 10:00 a.m.

DEPT: 3

Action Filed: June 18, 2024

Trial Date: Not Set

1 William L. Marder (State Bar No. 170131)
bill@polarislawgroup.com
2 **Polaris Law Group**
501 San Benito Street, Suite 200
3 Hollister, CA 95023
(831) 531-4214
4 (831) 634-0333 facsimile

5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1 I, William C. Sung, hereby declare as follows:

2 1. I am an attorney licensed to practice law in the state of California and have been
3 admitted to practice before this Court. I am an attorney with the law firm of Justice for Workers,
4 P.C., counsel of record for Plaintiffs in this action. I am lead counsel for Plaintiffs in this case and I
5 have personal knowledge of the matters stated herein and if called and sworn as a witness, I would
6 and could competently testify under oath thereto.

7 **ATTORNEY QUALIFICATIONS**

8 2. My qualifications are as follow: I received my J.D. from the University of Southern
9 California Gould School of Law in 2011. During law school, I served as the Senior Content Editor
10 on the Southern California Law Review where I published the article: *Taking the Fight Back to Title*
11 *VII: A Case for Redefining “Because of Sex” to Include Gender Stereotypes, Sexual Orientation,*
12 *and Gender Identity*, Southern California Law Review, Volume 84:2 (Jan. 2011). During law
13 school, I also served as a judicial extern to U.S. Ninth Circuit Judge, Hon. Kim M. Wardlaw, and
14 U.S. Bankruptcy Court Judge, Hon. Ernest M. Robles; served as a law clerk to the General Counsel
15 of JM Eagle; and participated in the law school’s Employer Legal Advice Clinic.

16 3. After passing the California Bar in December 2011, I began practicing management-
17 side employment law at the Los Angeles office of Lewis Brisbois Bisgaard & Smith LLP. In 2013, I
18 began focusing my practice at Lewis Brisbois on representing employers in wage and hour class and
19 PAGA action lawsuits. In January 2017, I was elevated to the position of Partner and Vice Chair of
20 Lewis Brisbois’ Wage & Hour Class Action Practice Group. In November 2020, I was elevated as
21 the Co-Chair of Lewis Brisbois Wage & Hour Class Action Practice Group, becoming one of the
22 youngest attorneys to chair a practice group at the firm. In January 2022, I was voted in as an equity
23 partner, becoming one of the youngest equity partners and the third Asian-American equity partner
24 in the history of this 1,500-attorney firm.

25 4. In July 2023, I joined Justice for Workers, P.C. (“JFW”) and began heading its
26 Complex Litigation Practice Group where I focus my practice on representing employees in wage
27 and hour class and PAGA action lawsuits.

28 ///

1 5. In my current practice at JFW, I serve as the lead plaintiff's counsel on over 100
2 pending class and/or PAGA actions. In addition to this matter, my team and I have resolved over 80
3 other class and/or PAGA actions at mediation. The following are cases in which I have received
4 final approval of class action settlement and I was appointed as class counsel: *Christian Derefield v.*
5 *OHC of California*, Los Angeles Superior Court Case No. 24STCV01784, final approval of
6 class/PAGA settlement granted on August 31, 2026; *Loan Kim Phu v. MicroVention, Inc.*, Orange
7 County Superior Court Case No. 30-2024-01376392-CU-OE-CXC, final approval of class/PAGA
8 settlement granted on August 3, 2026; *Annette Dearing v. Love's Country Stores of California*,
9 Madera County Superior Court Case No. MCV090813, final approval of class/PAGA settlement
10 granted on July 27, 2026; *Marcos Beltran v. Fondomonte California LLC*, Riverside Superior Court
11 Case No. CVRI2402849, final approval of class/PAGA settlement granted on June 26, 2026;
12 *Chelsey Richardson, et al. v. Telecare Corporation*, Stanislaus County Superior Court Case No.
13 CV-24-006292, final approval of class/PAGA settlement granted on June 1, 2026; *Juan Carlos*
14 *Castellanos v. MG Drywall Construction, Inc.*, Los Angeles Superior Court Case No.
15 24STCV03488, final approval of class/PAGA settlement granted on May 27, 2026; *Doris Nathan v.*
16 *The Muller Company, LLC*, Los Angeles Superior Court Case No. 23STCV24395, final approval of
17 class/PAGA settlement granted on April 30, 2026; *Cody Yandell v. Iron Delta Security*, Los
18 Angeles Superior Court Case No. 24STCV07830, final approval of class/PAGA settlement granted
19 on April 27, 2026; *Darcy Nuber v. Fever Labs, Inc.*, Los Angeles Superior Court, Case No.
20 23STCV21796, final approval of class/PAGA settlement granted on March 30, 2026; *Cesar Tate v.*
21 *St. Distributing Co., LLC*, Los Angeles Superior Court Case No. 23STCV22743, final approval of
22 class/PAGA settlement granted on February 11, 2026; *Andrew Carmona v. Western Holdings*
23 *Group dba Los Angeles Property Management Group*, Los Angeles Superior Court, Case No.
24 23STCV24028, final approval of class/PAGA settlement granted on January 29, 2026; *Poul Bedri*
25 *v. City of Hope National Medical Center*, Los Angeles Superior Court, Case No. 23STCV23713,
26 final approval of class/PAGA settlement granted on January 28, 2026; *Irene Eunhee Ikuta v.*
27 *TAKEE International, Inc.*, Los Angeles Superior Court, Case No. 23STCV21120, final approval of
28 class/PAGA settlement granted on January 22, 2026; *Amourafina Burton v. Trove Recommerce*,

1 *Inc.*, San Mateo Superior Court, Case No. 23-CIV-06108, final approval of class/PAGA settlement
2 granted on January 9, 2026; *Shayne Werber v. Teleferic Barcelona*, Los Angeles Superior Court
3 Case No. 23STCV25517, final approval of class/PAGA settlement granted on December 17, 2025;
4 *Linda Salazar Ayala v. Applied Membranes, Inc.*, San Diego Superior Court Case No. 37-2023-
5 00054420-CU-OE-CTL, final approval of class/PAGA settlement granted on December 5, 2025;
6 *Justin Le, et al. v. Dragonfly Tea Bar LLC, et al.*, Los Angeles Superior Court Case No.
7 23STCV26247, final approval of class/PAGA settlement granted on October 29 2025; *Ryan*
8 *Lukman v. Safe Haven Security Services, LLC*, Riverside County Superior Court, Case No.
9 CVRI2400777, final approval of class/PAGA settlement granted on October 1, 2025; *Amaya Nelson*
10 *v. Clair Global Corp.*, Los Angeles Superior Court, Case No. 24STCV14597, final approval of
11 class/PAGA settlement granted on May 22, 2025; *Jose Regalado v. United Markets*, Marin County
12 Superior Court Case No. CV0001169, final approval of class/PAGA settlement granted on August
13 29, 2025; *Mushfiqur Chowdhury v. CWT US, LLC*, Los Angeles Superior Court Case No.
14 23STCV25373, final approval of class/PAGA settlement granted on August 22, 2025; *Pedro*
15 *Hernandez v. Edmund A. Gray Co.*, Los Angeles Superior Court Case No. 24STCV04118, final
16 approval of class/PAGA settlement granted on August 19, 2025; *Alexis Bartram v. Lakeshore*
17 *Learning Materials, LLC*, Los Angeles Superior Court Case No. 23STCV21174, final approval of
18 class/PAGA settlement granted on July 3, 2025; *Randall Bachman v. Geodis Logistics LLC*,
19 Riverside Superior Court, Case No. CVRI2400956, final approval of class/PAGA settlement
20 granted on June 25, 2025; *Eric Echeverria v. Fireclay Tile Inc.*, San Benito Superior Court Case
21 No. CU-23-00249, final approval of class/PAGA settlement granted on May 7, 2025; *Norma*
22 *Borquez v. Smart Metals Recycling LLC*, Yolo Superior Court Case No. CV2024-0050, final
23 approval of class/PAGA settlement granted on April 4, 2025; *Juan Hinojos Campos v. Applied*
24 *Technology Group, Inc.*, Kern Superior Court Case No. BCV-23-103067, final approval of
25 class/PAGA settlement granted on March 11, 2025; *Dennisha Lampkin v. Sunstates Security, Inc.*,
26 Riverside Superior Court Case No. CVRI2305600, final approval of class/PAGA settlement granted
27 on December 18, 2024.

28 ///

1 6. Tiffany L. Luu, Esq.’s primary practice has been employment law throughout her
2 entire legal career. Ms. Luu handled a number of wage and hour matters, including individual
3 actions and class and/or PAGA actions, on behalf of plaintiffs and defendants. Ms. Luu received her
4 J.D., cum laude, along with her Master of Dispute Resolution, from the Pepperdine University Rick
5 J. Caruso School of Law in 2020. Ms. Luu practiced as a labor and employment associate for the
6 next 3 years representing employers in wage and hour class and/or PAGA actions, including at
7 Lewis Brisbois Bisgaard & Smith LLP and Fisher & Phillips LLP. In January 2024, Ms. Luu joined
8 JFW and as an associate in the Complex Litigation Practice Group, where she focuses her practice
9 on representing employees in wage and hour class and PAGA action lawsuits. Ms. Luu has been
10 appointed as class counsel in all of the class settlements referenced in Paragraph 4 above.

11 7. Joseph C. Ramli, Esq.’s primary practice has been employment law throughout his
12 entire legal career. Mr. Ramli received his J.D. from the Pepperdine University Rick J. Caruso
13 School of Law in 2021. Shortly after passing the California State Bar, Mr. Ramli practiced as a
14 labor and employment associate starting in March 2022 representing employers in wage and hour
15 class and/or PAGA actions, including at Lewis Brisbois Bisgaard & Smith LLP and O'Hagan Meyer
16 LLP. In January 2025, Mr. Ramli joined JFW and as an associate in the Complex Litigation Practice
17 Group, where he focuses his practice on representing employees in wage and hour class and PAGA
18 action lawsuits. Mr. Ramli has been appointed as class counsel in many of the class settlements
19 referenced in Paragraph 4 above

20 8. As counsel for Plaintiff and Aggrieved Employees, I have been intimately
21 involved in this case since its inception and I believe that the proposed PAGA settlement is a fair
22 and equitable result for Aggrieved Employees and the State. Enclosed as **Exhibit 1** is a true and
23 correct copy of the parties’ fully executed PAGA Settlement Agreement (the “Settlement” or
24 “Agreement”). The proposed explanatory letter regarding the Settlement to be mailed to Aggrieved
25 Employees along with their settlement checks is attached to the Agreement as **Exhibit A**.

26 **SUMMARY OF THE LITIGATION AND SETTLEMENT**

27 9. Defendant owns and operates the Casa Dorinda retirement community in Montecito,
28 California.

1 10. On June 17, 2024, Plaintiff submitted the LWDA Letter of alleged Labor Code
2 violations to Defendant and the California Labor and Workforce Development Agency (the
3 “LWDA”). Enclosed as **Exhibit 2** is a true and correct copy of the LWDA Letter. Plaintiff Urbina’s
4 administrative exhaustion period expired without the LWDA indicating its intent to investigate the
5 allegations.

6 11. On June 18, 2024, Plaintiff Urbina filed a Class Action Complaint alleging causes of
7 action for (1) Overtime Violations; (2) Meal Period Violations; (3) Rest Period Violations; (4)
8 Wage Statement Penalties; (5) Waiting Time Penalties; and (6) Unfair Competition (the “*Urbina*
9 Action”). On August 21, 2024, Plaintiff Urbina filed the First Amended Complaint (“FAC”) adding
10 a cause of action for Civil Penalties Under the California Private Attorneys General Act (“PAGA”).

11 12. On August 28, 2024, the Parties stipulated to arbitration of Plaintiff Urbina’s
12 individual claims, dismiss class claims without prejudice, and to stay representative PAGA claims.
13 Thereafter, Plaintiff Urbina filed a Demand for Arbitration with JAMS. During the course of the
14 arbitration proceedings, the Parties agreed to mediate on a PAGA representative basis along with
15 the related *Zavala* Action.

16 13. After the Parties reached an agreement to globally resolve the *Urbina* and *Zavala*
17 Actions, Plaintiff Urbina, with leave to amend, filed the operative Second Amended Complaint
18 (“Operative Complaint”) adding Plaintiff Zavala and his PAGA claims to this Action for settlement
19 approval purposes.

20 14. Prior to mediation, the Parties engaged in informal discovery which allowed the
21 Parties to meaningfully mediate this matter. Specifically, Defendant produced: (1) PAGA
22 demographics including the number of Aggrieved Employees and pay periods worked; (2) all
23 employee time and payroll records; (3) Defendant’s employee handbook and relevant standalone
24 policies and procedures; and (4) Plaintiff Urbina’s personnel file and wage statements.

25 15. Plaintiffs’ counsel, with the assistance of a retained expert data analyst, analyzed and
26 reviewed the documents regarding Defendants’ wage and hour policies and practices, the Aggrieved
27 Employees’ time and pay records, and other information provided by Defendants and Plaintiffs.
28 Plaintiffs’ counsel were able to evaluate the probability of success on the merits and Defendant’s

1 maximum and risk-adjusted monetary exposure and prepare a damage analysis prior to mediation.
2 The time and pay records of all Aggrieved Employees allowed Plaintiffs' counsel and their expert to
3 prepare an analysis with a high degree of certainty. In conjunction with their extensive factual
4 investigation, Plaintiffs' counsel also investigated the applicable law regarding the claims and
5 defenses asserted in the litigation. Thus, Plaintiffs and Plaintiffs' counsel's familiarity with the facts
6 of the case and the legal issues raised by the pleadings allowed them to act intelligently in
7 negotiating the Settlement.

8 16. On May 8, 2026, the Parties participated in private mediation before Jeffrey P.
9 Fuchsman, Esq., an experienced, neutral, class action and PAGA mediator. The settlement
10 negotiations were at arm's length and, although conducted in a professional manner, were
11 adversarial. After extensive negotiations and discussions regarding the strengths and weaknesses of
12 Plaintiffs' claims and Defendant's defenses, the Parties reached a global settlement of the two
13 actions at mediation. The Parties recognized that the issues presented in the Action are likely only to
14 be resolved with extensive and costly pretrial and trial proceedings, and that further litigation will
15 lead to inconvenience, distraction, disruption, delay, and expense disproportionate to the potential
16 benefits of litigation. Plaintiffs and Plaintiffs' counsel considered the risk and uncertainty of the
17 outcome inherent in any litigation when determining whether this Settlement was the correct option.

18 17. Plaintiff Urbina's litigation costs are approximately \$8,718.84, including estimated
19 future costs in filing this Motion and supporting papers (\$77.97), supplemental filings for this
20 Motion (\$16.17), and filing of the Settlement Administrator's declaration of compliance re
21 settlement administration (\$16.17). Enclosed as **Exhibit 4** is a true and correct itemized list of costs
22 incurred to date and estimated future costs.

23 18. The Parties jointly selected Phoenix Settlement Administrator as the neutral entity to
24 administer this Settlement based on its bid of \$5,950.00.

25 19. Accordingly, approximately \$52,514.30 (25% of the Net Settlement Amount) will be
26 paid to the estimated 437 Aggrieved Employees on a pro-rata basis based on the number of pay
27 periods each Aggrieved Employee worked during the PAGA Period, and the raw average payment
28

1 to Aggrieved Employees is estimated at \$120.17, with the highest payment estimated at \$276.65
2 and the lowest payment estimated at \$1.27.

3 **THE SETTLEMENT WARRANTS APPROVAL**

4 20. Plaintiffs' counsel have conducted a thorough investigation into the facts of this case.
5 Based on the foregoing discovery and on their own independent investigation and evaluation,
6 Plaintiffs' counsel are of the opinion that the Settlement is fair, reasonable, and adequate.
7 Furthermore, considering all known facts and circumstances, the risk of significant delay, trial risk,
8 appellate risk, the defenses that could be asserted by Defendant on the merits, the Settlement is in
9 the best interests of the Aggrieved Employees and the State. The Settlement avoids the risks,
10 burdens, and the accompanying expense of further litigation. Although the Parties have engaged in
11 a significant amount of investigation, informal discovery, and employee data analysis, they have not
12 participated in substantial formal discovery procedures, including depositions and expert discovery.
13 Moreover, preparation for trial would remain for the Parties, as well as the prospect of appeals in
14 the wake of any summary judgment ruling. As a result, the Parties would incur considerably more
15 attorneys' fees and costs through trial.

16 21. Based on Plaintiffs' counsel's analysis of the time and payroll records provided by
17 Defendant and on information from Plaintiffs, Plaintiffs' counsel evaluated Defendant's maximum
18 and risk-adjusted potential exposure. Based on Defendant's disclosures, there were approximately
19 437 Aggrieved Employees who collectively worked approximately 20,366 pay periods. Plaintiffs'
20 counsel's damages valuation utilizes the initial violation rate penalty of \$100 in analyzing PAGA
21 penalties because, based on Plaintiffs' counsel's investigation, Defendant has not been subject to
22 any prior court judgments or Labor Commissioner order placing it on notice of any violation
23 pertaining to the claims Plaintiffs asserted and the heightened subsequent violation penalty does not
24 apply.

25 22. Regular Rate Violations. Here, Plaintiffs alleged that Defendant failed to factor all
26 non-discretionary incentive compensation, including shift differentials and other types of bonuses,
27 into the regular rate of pay for overtime, meal period premiums, and paid sick leave, and that
28 Defendant unlawfully calculated the regular rate on shift differentials for overtime under the rate-in-

1 effect method, instead of the weighted average method. Plaintiffs' counsel found approximately
2 34.53% of pay periods had an overtime regular rate violation, 3.54% of pay periods had a meal
3 period premium regular rate violation, and approximately 12.58% of pay periods had a paid sick
4 leave violation. At \$100 initial penalty rates and extrapolated to 20,366 pay periods, PAGA
5 penalties are \$703,294.00 for overtime violations, \$72,130.61 for meal period premium violations,
6 and \$256,281.63 for paid sick leave violations.

7 23. In response, Defendant argued that it factored shift differentials into the overtime
8 rate based on the rate-in-effect method, which resulted in employees being paid more wages than
9 under the weighted average method advocated by Plaintiffs. Defendant further argued that other
10 types of bonuses at issue were discretionary and need not be factored into the regular rate or
11 damages were de minimis, and that Defendant is entitled to an offset for overpaid overtime wages
12 against underpaid meal period premiums and paid sick leave.

13 24. Wage Statement Violations. Plaintiffs alleged that Defendant's wage statements
14 violated Labor Code § 226(a) because many of its shift differentials did not show the applicable
15 hourly rates in effect during the pay period and the corresponding number of hours worked at each
16 hourly rate. Plaintiffs' counsel found approximately 51.70% of pay periods contained one of the
17 shift differential codes that did not provide for corresponding rates and hours, and including regular
18 rate violations, the combined wage statement violation rate was 53.09%. At \$100 initial penalty
19 rates and extrapolated to 20,366 pay periods, PAGA penalties for wage statement violations are
20 \$1,081,136.70.

21 25. In response, Defendant argued that shift differentials were bonuses and therefore did
22 not need to have corresponding hours and rates in wage statements. Defendant further pointed to its
23 substantive defenses on regular rate to argue that these derivative claims will fail with the
24 underlying claims.

25 26. Waiting Time Violations. Plaintiffs alleged that, as a result of the aforementioned
26 wage violations, Defendant failed to pay all wages due to formerly employed Aggrieved employees
27 upon their separation of employment in violation of Labor Code §§ 201 and 202. At \$100 per
28 former employee for 128 former employees, PAGA penalties are estimated to be \$12,800.00.

1 27. In response, Defendant points to its substantive defenses on regular rate claims to
2 argue that these derivative claims will fail with the underlying claims.

3 28. Maximum Exposure and Realistic Recovery. Based on the foregoing, Plaintiffs'
4 counsel estimates Defendant's maximum exposure for PAGA penalties to be approximately
5 \$2,114,022.9, which is approximately 16.79% of the Gross Settlement Amount. However, PAGA
6 penalties are subject to discretionary reduction by this Court. Here, Defendant argued that based on
7 its compliant policies and practices, its defenses on Plaintiffs' theories of liability on the merits, and
8 the hypertechnical nature of the regular rate claims, the Court will significantly reduce any award of
9 PAGA penalties based on its good-faith compliance with the Labor Code.

10 29. Considering Defendant's defenses on the merits and the potential for the Court to
11 reduce a PAGA penalty award, Plaintiffs' counsel believes there is a 75% risk factor that the Court
12 will find some of the claims in Defendant's favor and/or exercise its discretion to reduce the PAGA
13 penalty award. Accordingly, applying a 75% discount to the maximum penalty exposure, Plaintiffs'
14 counsel believes the realistic recovery at trial on these claims to be \$528,505.74. The \$355,000.00
15 settlement is an excellent result and amounts to "genuine and meaningful" relief "consistent with
16 the underlying purpose of the statute to benefit the public" as it represents approximately 67.17% of
17 Plaintiffs' realistic recovery.

18 **THE REQUESTED ATTORNEYS' FEES AND COST AWARD SHOULD BE APPROVED**

19 30. This Settlement is beneficial in that it limits the risk of continued expenses and
20 consumption of time, energy, and resources facing Defendant while at the same time rewarding
21 Plaintiffs' counsel for their decision to assume risk by taking on this matter. In fact, prosecution of
22 this action involved significant financial risk for Plaintiffs' counsel. Plaintiffs' counsel undertook
23 this matter solely on a contingent basis, with no guarantee of recovery. Once Plaintiffs' counsel
24 undertook this litigation on behalf of the Aggrieved Employees, they committed to pursue it to its
25 conclusion, placing their fiduciary duty to the Aggrieved Employees ahead of all other concerns.

26 31. As of the filing of this Motion, Justice for Workers, P.C. incurred a total lodestar of
27 \$100,910.00 for 136.2 hours worked by attorneys successfully litigating this matter, which,
28 combined with Plaintiff Zavala's counsel's lodestar, represent a negative 0.76 lodestar multiplier. I

1 have reviewed my firm's lodestar and attorney time and task logs in this matter and believe the
2 charges are reasonable and were reasonably necessary to the conduct of the case. Enclosed as
3 **Exhibit 5** are true and correct copies of Time and Task Logs for William Sung, Tiffany Luu, Joseph
4 Ramli, and Guneez Ibrahim.

5 32. The work conducted include, but are not limited to: meetings with Plaintiff Urbina
6 and review of documents provided by him; legal research and investigation regarding the
7 Defendant's practices at various points in the litigation; preparation and submission of Plaintiff
8 Urbina's PAGA notice letter; preparation of the Complaints and case management conferences;
9 analyzing Plaintiff Urbina's arbitration agreement and stipulation to arbitrate; preparation of
10 Demand for Arbitration; research and preparation of arbitrator strike list; extensive meet and confer
11 correspondence and discussions with Defendant's counsel and co-counsel regarding case
12 management, mediation, and informal discovery for mediation; analysis of the informal discovery
13 production and preparation of a damages model with the aid of an expert data analyst; research and
14 preparation of Plaintiffs' mediation brief and participation in mediation; drafting, negotiating, and
15 reviewing multiple drafts of the Agreement and attachments thereto; preparation, finalization, and
16 filing of the motion for approval and accompanying filings; anticipated preparation for and
17 attendance at the hearing on motion for approval; anticipated monitoring approval of the Settlement
18 and requested award; anticipated overseeing the administration process and distribution of funds;
19 and communications with Plaintiff Urbina regarding the case.

20 33. In assessing the reasonableness of the billing rates for the attorneys at Justice for
21 Workers, P.C., I referred to the "Laffey Matrix" to set our hourly billing rates. *See*
22 <http://www.laffeymatrix.com/>. The Laffey Matrix is a fee schedule used by many courts throughout
23 the United States, including some California state courts and California Federal District Courts. The
24 Laffey Matrix is a well-established objective source that California courts have relied on in
25 assessing hourly rates since 2005. (*See In Re HPL Technologies, Inc. Securities Litigation* (N.D.
26 Cal. 2005) 366 F.Supp.2d 912, 921 (confirming use of the Laffey Matrix adjusted to account for
27 locality pay differentials); *Rubalcaba v. Albertson's, LLC* (Cal. Super. Ct. May 25, 2017) No.
28 BC528755, 2017 WL 4330597, at *4 reversed on other grounds.) My associates and I at Justice for

Workers, P.C. have extension experience providing class action services, both as defense attorneys and now as plaintiff's attorneys. When comparing the billing rates for attorneys at my firm with the Laffey Matrix, my associates and I bill **below** the rate for similarly skilled and tenured legal professionals:

Name	Laffey Matrix Fee	Actual Billing Rate	Hours Billed	Lodestar
William C. Sung (15 th Year Attorney)	\$948	\$900	81.6	\$73,440
Tiffany L. Luu (6 th Year Attorney)	\$581	\$550	15.7	\$8,635
Joseph C. Ramli (5 th Year Attorney)	\$581	\$500	34.8	\$17,400
Guneez Ibrahim (1 st Year Attorney)	\$508	\$350	4.1	\$1,435

34. Additionally, Plaintiffs' counsel estimate they will devote no less than 10 hours, although likely more time, to additional tasks, which are hours not included in the foregoing lodestar total. These additional hours will include time spent to obtain and monitor approval of the Settlement and requested awards, oversee the settlement administration process and distribution of funds, respond to inquiries, and communicate with Plaintiffs regarding the case.

35. Plaintiffs seek an enhancement award of \$5,000.00 each, totaling \$10,000.00, and I submit that this request is reasonable given Plaintiffs' efforts in this case and the risks Plaintiffs undertook on behalf of the State and Aggrieved Employees. As a result of Plaintiffs' efforts, they have helped the State recover over \$157,542.91 in civil penalties and 437 Aggrieved Employees recover on average \$120.17 in civil penalties per person.

36. On September 28, 2026, I served the LWDA via filing through its online portal at <https://dir.govfa.net/432> (Proposed Settlement of PAGA Case) with a copy of the fully executed Agreement, Motion for Approval of PAGA Settlement, all supporting declarations, and the Proposed Judgment and Order. Enclosed as **Exhibit 6** is a true and correct copy of the LWDA's filing confirmation.

///

///

1 I declare, under penalty of perjury under the laws of the State of California, that the
2 foregoing is true and correct.

3 Executed on September 28, 2026 at Los Angeles, California.

4
5 

6 _____
William C. Sung

EXHIBIT 1

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement (“Settlement” or “Agreement”) is made and entered into between Plaintiffs Milton Urbina and Hector Zavala (“Plaintiffs”), acting in a Private Attorney General capacity, and Defendant Montecito Retirement Association (“Defendant”).

I. DEFINITIONS

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

1. “Action” means the matter entitled *Milton Urbina v. Montecito Retirement Association*, filed on June 18, 2024, in Santa Barbara County Superior Court, Case No. 24CV03420 (“*Urbina* Action”), as amended, and as set forth in Plaintiffs’ correspondences to the California Labor and Workforce Development Agency (“LWDA Letters”) dated on or about June 17, 2024 and April 2, 2026.

2. “Aggrieved Employees” means all non-exempt employees who worked for Defendant in California during the PAGA Period. Defendant represents that there are approximately 437 Aggrieved Employees.

3. “Complaint” means the Second Amended Representative Action Complaint to be filed in the Action, a copy of which is attached hereto as **Exhibit B**.

4. “Court” means the Superior Court of California for the County of Santa Barbara.

5. “Effective Date” means the date the Court enters an order approving the Settlement and entering judgment thereon.

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

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

8. “Gross Settlement Amount” is the non-reversionary sum of Three Hundred Fifty-Five Thousand Dollars and Zero Cents (\$355,000.00), which represents the total all-in amount payable under this Settlement by Defendant, including, without limitation, payments to all Aggrieved Employees, payment to the LWDA, payment of Plaintiffs’ Counsel’s fees and costs, payment of Plaintiffs’ service awards, and payment to the Settlement Administrator for administration costs. The Gross Settlement Amount is subject to modification should Defendant choose to increase it as specified in the Escalator Clause in Section III.3.

9. “Net Settlement Amount” is the amount remaining to distribute to the LWDA and Aggrieved Employees after the following amounts (if approved by the Court) are subtracted from the Gross Settlement Amount: (a) Plaintiffs’ Counsel’s fees up to one-third (33 1/3%) of the Gross Settlement Amount, currently estimated at \$118,333.33; (b) Plaintiffs’ verified costs up to \$20,000.00; (c) Plaintiffs’ service awards of \$5,000.00 each, totaling \$10,000.00; and (d) verified administration costs up to \$5,950.00.

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

11. “PAGA Period” means the time period from June 18, 2023 to July 22, 2026, or the date the Court approves the PAGA settlement, whichever is earlier, unless shortened at Defendant’s election pursuant to Section III.3. of this Agreement.

12. “PAGA Released Claims” means any and all claims for PAGA civil penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Complaint and LWDA Letters, including but not limited to claims for minimum wage violations, overtime wage violations, meal period violations, rest period violations, wage statement penalties, waiting time penalties, failure to maintain accurate employment records, failure to timely pay wages, failure to pay sick leave, failure to reimburse necessary business expenses, and violations of Labor Code §§ 201, 202, 203, 204, 210, 226, 226.7, 246, 256, 510, 512, 516, 558, 558.1, 1174, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, and 2802, as well as all applicable Industrial Welfare Commission Wage Orders (as codified in the California Code of Regulations), and claims for attorneys’ fees, costs, or interest resulting therefrom.

13. “Parties” means Plaintiffs and Defendant, collectively.

14. “Pay Period” means any pay period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.

15. “Plaintiffs” means Milton Urbina and Hector Zavala.

16. “Plaintiffs’ Counsel” means William C. Sung, Tiffany L. Luu, Joseph C. Ramli of Justice for Workers, P.C., Larry Lee, Max Gavron, and Kym Kanenaka of Diversity Law Group, P.C., and William L. Marder of Polaris Law Group.

17. “Released Parties” means Defendant and its past and present related entities, parents, subsidiaries, predecessors, successors, assigns, owners, members, shareholders, officers, directors, employees, agents, trustees, affiliated entities, attorneys or legal representatives, insurers, fiduciaries, beneficiaries, partners, in relation to the PAGA Released Claims.

18. “Settlement Administrator” or “Administrator” means Phoenix Settlement Administrators.

II. RECITALS

1. Plaintiffs allege that with regard to the Aggrieved Employees, Defendant (1) failed to pay minimum and overtime wages; (2) failed to provide meal breaks; (3) failed to provide rest breaks; (4) failed to provide accurate wage statements; (5) failed to pay all wages due at separation; (6) failed to pay earned wages twice per month; (7) failed to maintain accurate records; and (8) failed to reimburse necessary business expenses, all of which result in liability for civil penalties under the PAGA.

2. On June 17, 2024 and April 2, 2026, Plaintiffs provided the LWDA Letters to the LWDA and Defendant asserting claims for civil penalties pursuant to PAGA stemming from

alleged violations of the California Labor Code described in Paragraph II.1 above.

3. On June 18, 2024, Plaintiff Urbina initiated this Action by filing a Class Action Complaint against Defendant. On August 21, 2024, Plaintiff Urbina filed the First Amended Complaint adding a cause of action for Civil Penalties Under the PAGA. Thereafter, Plaintiff Urbina and Defendant stipulated to arbitrate Plaintiffs' individual claims, dismiss class claims, and stay representative PAGA claims pending mediation.

4. On April 7, 2026, Zavala filed a putative class action complaint against Defendant, which alleged claims under the California Labor Code and Business & Professions Code. Thereafter, on April 28, 2026, Defendant moved to compel Zavala's individual claims to arbitration and dismiss his putative class claims pursuant to the arbitration.

5. During the pendency of Plaintiff Urbina's arbitration, the Parties agreed to attend a PAGA mediation. The Parties engaged in an informal discovery exchange prior to mediation. In response to Plaintiffs' Counsel's informal discovery requests, Defendant provided Plaintiffs' Counsel with information and documents pertaining to Plaintiffs and other Aggrieved Employees and the claims in the Action in order for Plaintiffs' Counsel to investigate Plaintiffs' allegations and value the PAGA claim, including but not limited to timekeeping and payroll data.

6. On May 8, 2026, the Parties participated in mediation before mediator Jeffrey P. Fuchsman, Esq. With the assistance of Mr. Fuchsman, the Parties agreed to fully and finally resolve, subject to Court approval, the PAGA Released Claims as to Plaintiffs and the Aggrieved Employees. Pursuant to the terms of this Settlement, the Parties agree to stipulate for leave to amend the *Urbina* Action, as set forth in **Exhibit B**, before or in conjunction with moving for approval of this Settlement.

III. OPERATIVE TERMS OF SETTLEMENT AGREEMENT

The Parties agree as follows:

1. **Non-Admission.** Nothing in this Settlement shall be construed to be an admission by Plaintiffs that Plaintiffs' claims do not have merit or by Defendant of any liability or wrongdoing as to Plaintiffs, Aggrieved Employees, or any other person, and Defendant specifically disclaims any such liability or wrongdoing. The Parties have entered into this Settlement with the intention to avoid further disputes and litigation with the attendant inconvenience, expenses and risks. This Settlement and any related court documents or orders are not and may not be cited or admitted as evidence of liability.

2. **Gross Settlement Amount.** Defendant shall pay Three Hundred Fifty-Five Thousand Dollars and Zero Cents (\$355,000.00) as the **non-reversionary** Gross Settlement Amount. Defendant will not pay more than the Gross Settlement Amount (subject to the Escalator Clause below) to settle Plaintiffs' PAGA claims. The payment of the Gross Settlement Amount shall be made within fourteen (14) days of the Effective Date. Defendant shall make the payment to the Settlement Administrator who will then distribute all payments.

3. **Escalator Clause.** Defendant represents that Aggrieved Employees worked approximately 20,366 Pay Periods during the PAGA Period. In the event the number of Pay

Periods worked by the Aggrieved Employees during the PAGA Period exceeds 20,366 Pay Periods by more than 10% (i.e., more than 22,403 Pay Periods), Defendant shall have the option to: (i) end the PAGA Period as of the date that the total Pay Periods are at or below 22,403 Pay Periods, or (ii) increase the Gross Settlement Amount on a proportional basis above the 10% threshold (i.e. if the number of Pay Periods increases by 12% over 20,366 Pay Periods, the Gross Settlement Amount will increase by 2%). The Administrator will be responsible for determining and notifying the Parties whether the Pay Period count exceeds 22,403 Pay Periods prior to the hearing on Plaintiffs' motion for approval of PAGA settlement. In the event that, pursuant to Paragraph IV.2 of this Agreement, the Administrator notifies the Parties that the escalator clause contemplated by this Paragraph has been triggered, Defendant will notify Plaintiffs and the Administrator within 14 days of said notification whether it will elect to modify the Gross Settlement Amount or end the PAGA Period as specified in this Paragraph.

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

a. **Plaintiffs' Counsel's Fees and Costs.** Defendant will not oppose Plaintiffs' request for attorneys' fees in the amount up to one third (33 1/3%) of the Gross Settlement Amount (currently estimated at \$118,333.33), and costs incurred in prosecuting this Action up to \$20,000.00. In the event the Court approves a payment of less than these amounts, the difference will be added to the Net Settlement Amount. Defendant, via the Settlement Administrator, will report these payments on IRS Form 1099 issued to Plaintiffs' Counsel.

b. **Plaintiffs' Service Awards.** Defendant will not oppose Plaintiffs' request for service awards in the amount of \$5,000.00 each, totaling \$10,000.00, for their service to the State of California and Aggrieved Employees. In the event the Court approves a payment of less than these amounts, the difference will be added to the Net Settlement Amount. Defendant, via the Settlement Administrator, will report these payments on IRS Form 1099 issued to Plaintiffs.

c. **Administration Costs.** Defendant will not oppose the Settlement Administrator's costs in the amount up to \$5,950.00 for administering the Settlement. In the event the Court approves a payment of less than this amount, the difference will be added to the Net Settlement Amount. Defendant, via the Settlement Administrator, will report this payment on IRS Form 1099 issued to the Settlement Administrator.

5. **Allocation of Net Settlement Amount.** The Net Settlement Amount shall be distributed pursuant to Labor Code§ 2699(i) as follows:

a. 75% of the Net Settlement Amount shall be distributed to the LWDA.

b. 25% of the Net Settlement Amount shall be paid to Aggrieved Employees. This portion of the Net Settlement Amount shall be paid to all Aggrieved Employees pro rata based on the proportional number of Pay Periods worked by each Aggrieved Employee for Defendant in California during the PAGA Period.

c. The Parties agree that should the Court deny approval of the Settlement

based on the allocation of the Gross Settlement Amount or the Net Settlement Amount, the Parties agree to re-negotiate the allocation of funds in good faith in an effort to obtain approval of the Settlement.

6. **PAGA Released Claims.** Plaintiffs agree that upon entry of an Order approving the Settlement and full payment by Defendant of the Gross Settlement Amount, the State of California and all Aggrieved Employees, including Plaintiffs, on behalf of themselves and their respective former and current representatives, agents, attorneys, heirs, administrators, successors, and assigns, and the State of California, will release any and all PAGA Released Claims against the Released Parties that arose during the PAGA Period. Upon entry of the Order approving the Settlement and judgment entered thereon, as well as full payment by Defendant of the Gross Settlement Amount, Plaintiffs, all Aggrieved Employees, and the State of California will be forever barred from pursuing any and all of the PAGA Released Claims that arose during the PAGA Period against the Released Parties.

7. **No Right to Opt-Out.** Aggrieved Employees do not have the right to object or opt out of or otherwise exclude themselves from the settlement of claims for civil penalties under PAGA, and upon approval of the Settlement by the Court, each Aggrieved Employee will have released Defendant and each of the Released Parties of and for claims for civil penalties under PAGA released herein and each Aggrieved Employee will be entitled to receive payment, in conformity with the Settlement. Aggrieved Employees will be bound by the terms of the Settlement Agreement, upon its approval by the Court, regardless of whether he or she cashes any payment received as a result of this Settlement.

8. **Covenants and Representations by Plaintiffs and Plaintiffs' Counsel.**

a. Plaintiffs represent and warrant that Plaintiffs have not assigned or transferred or purported to assign or transfer to any person or entity, any claim or portion thereof, or interest therein, which is or may be subject to this Settlement.

b. Plaintiffs acknowledge that Plaintiffs have read this Settlement, that Plaintiffs fully understand Plaintiffs' rights, privileges and duties under the Settlement, and enter into this Settlement freely and voluntarily, and without duress. Plaintiffs further acknowledge that Plaintiffs had the opportunity to consult with Plaintiffs' attorneys to explain the terms of this Settlement and the consequences of signing this Settlement.

9. **Notification to LWDA.** Plaintiffs' counsel will notify the LWDA of the Settlement at the time the Settlement is submitted to the court for approval, seek approval of the Settlement, and perform any and all statutory tasks as required by law.

10. **Termination of Settlement.** If the Court does not approve the Settlement, or if the Court does not enter judgment as provided for in this Settlement, or if the Court makes or orders material changes to the Basic Settlement Terms (defined as amount of the Gross Settlement Amount; the PAGA Period; the Escalator Clause; and/or the Parties' respective right to terminate the settlement as provided herein), or if appellate review is sought and, on such review, the Court's decision is materially modified or reversed, or, except as otherwise set forth herein, if one or more of the material terms of the Settlement is not approved or is materially modified or reversed or

found to be invalid, then either of the Parties shall have the right within ten (10) days of written notice thereof to elect to terminate the Settlement, in which case the Settlement shall have no force or effect, and the Parties shall be deemed to have reverted to their respective status as of the date and time immediately prior to the execution of this Settlement. However, before exercising this option, a Party contemplating terminating the Settlement will expeditiously work with the other Party in good faith to modify the Settlement in order to obtain Court approval or to otherwise cure any defect in the Settlement.

11. **Judgment.** As part of the Motion to approve the Settlement, Plaintiffs and Defendant will jointly prepare the proposed Approval Order and Judgment to be entered by the Court to enforce this Settlement Agreement. The Parties agree that the Court retains jurisdiction over the Action for the purpose of enforcing the terms of the Settlement following approval of the Settlement pursuant to Cal. Code Civ. Proc. § 664.6. This Settlement is expressly conditioned upon the Court entering judgment as set forth herein. The judgment will not release or bar any claims other than the PAGA Released Claims as to Plaintiffs and Aggrieved Employees.

12. **Preclusive Effect of Settlement Agreement and Approval.** The terms of this Settlement Agreement and the Order and Judgment are binding on Plaintiffs, the State of California, and all Aggrieved Employees, as well as their respective heirs, executors and administrators, successors and assigns, and any other persons or entities acting on their behalf, and those terms shall have res judicata, collateral-estoppel, and other preclusive effect in all pending and future claims, lawsuits, or other proceedings maintained by or on behalf of any such persons, to the extent those claims, lawsuits, or other proceedings constitute PAGA Released Claims as set forth in this Settlement Agreement. Notwithstanding any other provision in this Settlement Agreement, this Settlement Agreement and the Order and Judgment in the Action may be filed in any action against or by Defendant or the Released Parties to support a defense of res judicata, collateral estoppel, release, waiver, good-faith settlement, judgment bar or reduction, full faith and credit, or any other theory of claim preclusion, issue preclusion, or similar defense or counterclaim.

IV. **ADMINISTRATION OF SETTLEMENT**

1. **Settlement Administrator.** The Parties agree to use Phoenix Settlement Administrators to handle the administration of this Settlement.

2. **Provision of Information for Aggrieved Employees.** No later than August 12, 2026, Defendant shall provide the Settlement Administrator with information for Aggrieved Employees. Defendant will in good faith compile from its records a list of Aggrieved Employees that will be in a computer-readable format, such as a Microsoft Excel spreadsheet, and shall include each Aggrieved Employee's full name, last known mailing address, total number of Pay Periods or dates of employment, and Social Security number ("Employee Data"). Because Social Security numbers are included in the list, the Settlement Administrator will maintain the list in confidence, and access shall be limited to those with a need to use the list as part of the administration of the Settlement.

Within seven (7) calendar days of receiving the Aggrieved Employees' information from Defendant, the Settlement Administrator will circulate to counsel for both Parties an anonymized spreadsheet containing the estimated individual settlement payments to each Aggrieved Employee, the data used to calculate said payments, and whether the escalator clause in Section III.3. has been

triggered. The Settlement Administrator shall obtain approval from all counsel of the calculations before mailing Individual PAGA Payments.

3. **Explanatory Letter and Individual PAGA Payments.** Upon receipt of the information for Aggrieved Employees, the Settlement Administrator will perform a search on the National Change of Address database to update the Aggrieved Employees' addresses.

Within fourteen (14) calendar days of the Settlement being fully funded as provided above in Section III.2, the Settlement Administrator shall mail copies of the explanatory letter, which has been mutually approved by the Parties and is attached hereto as **Exhibit A** and to be translated into Spanish by the Settlement Administrator, along with Individual PAGA Payments to all Aggrieved Employees via regular First-Class U.S. Mail.

The Settlement Administrator will calculate the amount to be received by each Aggrieved Employee, which will be based on the formula set forth in Section III.5., *supra*. The Settlement Administrator will send each Aggrieved Employee a check for his or her Individual PAGA Payment along with the explanatory letter. Checks will remain negotiable for 180 days. Each Individual PAGA Payment shall be deemed penalties/interest and reported using IRS Form 1099. Aggrieved Employees are responsible for correctly characterizing this compensation for tax purposes and paying any taxes owing on said amounts.

4. **Undeliverable Notices.** The Settlement Administrator shall exercise its best judgment to determine the current mailing address for each Aggrieved Employee. The address identified by the Settlement Administrator as the current mailing address shall be presumed to be the best mailing address for each Aggrieved Employee.

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

Defendant fully discharges its obligations to those Aggrieved Employees to whom they will pay an Individual PAGA Payment through the mailing of a check, regardless of whether such checks are actually received and/or negotiated by Aggrieved Employees. Funds represented by checks returned as undeliverable after a re-mailing, and funds represented by checks remaining un-cashed for more than 180 days after issuance, will be tendered to the State Controller's Office under the unclaimed property fund laws in the names of the Aggrieved Employees to whom the checks were issued.

5. **Payment of Remainder.** Within fourteen (14) calendar days of the Settlement being fully funded, the Settlement Administrator will distribute the following additional payments: (1) the 75% share of the Net Settlement Amount to the LWDA; (2) Court-approved attorney's fees and costs to Plaintiffs' Counsel; (3) Court-approved service award to Plaintiffs; and (4) Court-approved administration costs to the Settlement Administrator.

6. **Accounting.** No later than ten (10) business days prior to the Court's Final

Accounting Hearing, the Settlement Administrator will provide an accounting under oath to the Parties of the amounts paid from the Settlement and/or uncashed.

7. **No Credit Toward Benefit Plans.** Payments to Aggrieved Employees as referenced herein will not be utilized to calculate any additional benefits under any benefit plans to which any Aggrieved Employee may be eligible, including, but not limited to profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties' intention that this Settlement Agreement will not affect any rights, contributions, or amounts to which any Aggrieved Employee may be entitled under any benefit plans.

8. **Tax Consequences.** Individual PAGA Payments made under this Settlement will be attributed 100% as penalties and interest and paid via IRS Form 1099 issued to each Aggrieved Employee. Defendant, Defendant's Counsel, Plaintiffs, and Plaintiffs' Counsel make no representations as to the tax treatment or legal effect of the payments called for hereunder, and the Aggrieved Employees shall not rely on any statement or representation by Defendant, Defendant's Counsel, Plaintiffs, or Plaintiffs' Counsel in this regard. The Aggrieved Employees, including Plaintiffs, are advised that they will be solely responsible for the payment of their portion of any taxes and penalties assessed on the payments described herein and will defend, indemnify, and hold Defendant and the Released Parties free and harmless from and against any claims resulting from treatment of such payments as non-taxable damages.

V. **MISCELLANEOUS PROVISIONS**

1. **Mutual Preparation and Drafting.** The Parties have had a full opportunity to negotiate the terms and conditions of this Settlement. The Parties agree that the terms and conditions of this Settlement are the result of lengthy, intensive, arm's-length negotiations between the Parties and that neither Plaintiffs nor Defendant shall be considered the "drafter" of this Settlement for purposes of having terms construed against that Party. This Settlement will not be construed more strictly against one Party merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being recognized that, because of the arm's-length negotiations between the Parties, all Parties have contributed to the preparation of this Settlement.

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

3. **Costs and Fees.** The Parties shall each bear their own costs, attorneys' fees, expert fees, mediator fees and other fees incurred in connection with this Settlement and Plaintiffs' PAGA claim, except as otherwise set forth specifically herein or agreed otherwise in writing.

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

5. **Complete Agreement.** The Parties each acknowledge and represent that this Settlement contains the entire understanding between them and contains all terms and conditions pertaining to the compromise and settlement of the PAGA Released Claims in the Action. This Settlement cannot be amended or modified except by a writing signed by counsel for the Parties hereto.

6. **Judgment and Continued Jurisdiction.** After approval of this Settlement, the Court will have continuing jurisdiction solely for purposes of addressing: (i) the interpretation and enforcement of the terms of the Settlement, (ii) settlement administration matters, and (iii) such post-Judgment matters as may be appropriate under court rules or as set forth in this Settlement. Plaintiffs will submit a proposed judgment in conformity with this Agreement to be entered by the Court, which shall constitute a final and binding resolution of the PAGA claim in the Action.

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

8. **Execution and Counterparts.** This Settlement is subject only to the execution of all Parties. However, the Settlement may be executed in one or more counterparts. All executed counterparts, and each of them, including facsimile and scanned copies of the signature page, will be deemed to be one and

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

10. **Waiver of Certain Appeals.** Provided the Order and Judgment is consistent with the terms and conditions of this Settlement Agreement, specifically including the Attorneys' Fees and Costs, the Parties waive all rights to appeal from the Order and 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 Order and Judgment, the Parties' obligations to perform under this Settlement Agreement will be suspended until such time as the appeal is finally resolved and the Order and Judgment becomes final, except as to matters that do not affect the amount of the net settlement amount.

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

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

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

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

15. **Binding Agreement.** The Parties warrant that they understand and have full authority to enter into this Settlement, and further intend that this Settlement will be fully enforceable and binding on all Parties and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms under California Code of Civil Procedure § 664.6 and any other applicable statute or law, notwithstanding any mediation confidentiality provisions that otherwise might apply under federal or state law.

16. **Denial of Liability.** The Parties expressly recognize that the making of this Settlement does not in any way constitute an admission or concession of wrongdoing on the part of Defendant. Nothing in this Settlement, nor any action taken in implementation thereof, nor any statements, discussions or communications, nor any materials prepared, exchanged, issued or used during the course of this Action, is intended by the Parties to, nor will any of the foregoing constitute, be introduced, be used or be admissible in any way in any other judicial, arbitral, administrative, investigative or other forum or proceeding, as evidence of any violation of any federal, state or local law, statute, ordinance, regulation, rule or executive order, or any obligation or duty at law or in equity. Notwithstanding the foregoing, this Settlement may be used in any Court proceeding that has as its purpose the interpretation, implementation or enforcement of the Settlement or any orders or judgments of the Court entered into in connection therewith.

17. **Confidential.** The Parties agree that this Settlement is confidential (except for purposes of enforcement and approval) and that no Party will issue any press release nor other public or non-public representation regarding the settlement other than as necessary to obtain Court approval and effectuate the terms of the Settlement. The Parties and their counsel agree that they will not initiate or have any contact with the press, respond to any press inquiry, or have any communication with the press about this case.

18. **Enforcement Action.** In the event that one or more of the Parties institutes any legal action, motion, or other proceeding against any other Party or Parties to enforce the provisions of this Settlement Agreement or to declare rights and/or obligations under this Settlement Agreement, the prevailing Party or Parties will be entitled to recover from the non-prevailing Party or Parties reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any action, motion, or other proceeding.

IN WITNESS THEREOF, the Parties each acknowledge that they have read the foregoing Settlement, accept and agree to the provisions contained in this Settlement and hereby execute it voluntarily and with full understanding of its consequences.

ACCEPTED AND AGREED:

Dated: 7/22, 2026

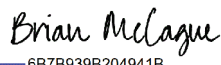


Plaintiff Milton Urbina

Dated: _____, 2026

Plaintiff Hector Zavala

Dated: 7/16, 2026

Signed by:


6B7B939B204941B...
Defendant Montecito Retirement Association

Brian McCague

Printed Name

CEO

Title

AGREED AS TO FORM AND CONTENT:

Dated: July 20, 2026



William C. Sung
Tiffany L. Luu
JUSTICE FOR WORKERS P.C
Attorneys for Plaintiffs Milton Urbina and Hector Zavala

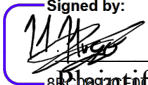
18. **Enforcement Action.** In the event that one or more of the Parties institutes any legal action, motion, or other proceeding against any other Party or Parties to enforce the provisions of this Settlement Agreement or to declare rights and/or obligations under this Settlement Agreement, the prevailing Party or Parties will be entitled to recover from the non-prevailing Party or Parties reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any action, motion, or other proceeding.

IN WITNESS THEREOF, the Parties each acknowledge that they have read the foregoing Settlement, accept and agree to the provisions contained in this Settlement and hereby execute it voluntarily and with full understanding of its consequences.

ACCEPTED AND AGREED:

Dated: _____, 2026

Plaintiff Milton Urbina

Dated: 07-14-_____, 2026
 Signed by:

Plaintiff Hector Zavala

Dated: _____, 2026

Defendant Montecito Retirement Association

Printed Name

Title

AGREED AS TO FORM AND CONTENT:

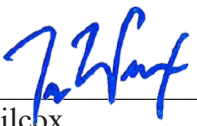
Dated: _____, 2026

William C. Sung
Tiffany L. Luu
JUSTICE FOR WORKERS P.C
Attorneys for Plaintiffs Milton Urbina and Hector Zavala

Dated: _____, 2026

Larry Lee
Max Gavron
DIVERSITY LAW
Attorneys for Plaintiffs Milton Urbina and Hector Zavala

Dated: _____ July 16 _____, 2026



Paul K. Wilcox
MULLEN & HENZELL L.L.P.
Attorneys for Defendant Montecito Retirement Association

Dated: July 15, 2026



Larry Lee
Max Gavron
DIVERSITY LAW
Attorneys for Plaintiffs Milton Urbina and Hector Zavala

Dated: _____, 2026

Paul K. Wilcox
MULLEN & HENZELL L.L.P.
Attorneys for Defendant Montecito Retirement Association

EXHIBIT A

Re: *Payment from Milton Urbina, et al. v. Montecito Retirement Association, et al.*
Superior Court of California for County of Santa Barbara
Case No. 24CV03420

SIMID
Name
Address

Dear **NAME**:

Enclosed, please find a check made payable to you. This is your payment from the settlement of the lawsuit titled *Milton Urbina v. Montecito Retirement Association, et al.*, Case No. 24CV03420, pending in the Superior Court of California for the County of Santa Barbara, which was subsequently amended to include the claims and plaintiff from the action entitled, *Zavala v. Montecito Retirement Association et al*, Santa Barbara Superior Court Case No. 26CV02206 (the “Action”).

The Action, as amended, was filed against Montecito Retirement Association (“Defendant”) and includes a claim for civil penalties pursuant to the California Labor Code Private Attorneys General Act of 2004, California Labor Code § 2698, *et seq.* (“PAGA”). The Action was brought by Plaintiffs Milton Urbina and Hector Zavala (“Plaintiffs”), former employees of Defendant, on behalf of the State of California and other alleged aggrieved employees. You have been identified as one of the employees on whose behalf the case was brought.

Plaintiffs claimed that Defendant owed civil penalties under PAGA for alleged violations of the California Labor Code. Defendant disputes all of the allegations in the Action and denies that it engaged in any of the alleged misconduct. In agreeing to enter into this Settlement, Defendant does not admit that it is liable in any way to current or former employees for any violations of the California Labor Code, or for any penalties, and has denied and disputed all of the contentions in the Action

The Court has not decided the merits of the claims or defenses, but it has approved the settlement of the representative PAGA claims that the Parties reached, including the amount of civil penalties to be paid under the settlement. A portion of the civil penalty settlement amount goes to the State of California’s Labor and Workforce Development Agency. Another portion of the civil penalty settlement amount goes to employees of Defendant who were allegedly affected by the alleged violations of the Labor Code.

Pursuant to the settlement, enclosed is a check for your share of a portion of the civil penalties. This check will remain valid for 180 days from the date of issuance. If you do not cash your check within 180 days of issuance, the funds will be deposited by the Settlement Administrator with the California State Controller’s Unclaimed Property Fund in your name. If you are still employed by Defendant, your decision to cash the check will not affect your employment.

While you were not a party to the Action, you (including your former and current

representatives, agents, attorneys, heirs, administrators, successors, and assigns) and the State of California have been bound by the settlement entered in this matter and approved by the Court, including the release contained in the settlement. The release pertains to civil penalties under PAGA only. The release includes any and all claims for PAGA civil penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Complaint and LWDA Letters, including but not limited to claims for minimum wage violations, overtime wage violations, meal period violations, rest period violations, wage statement penalties, waiting time penalties, failure to maintain accurate employment records, failure to timely pay wages, failure to pay sick leave, failure to reimburse necessary business expenses, and violations of Labor Code §§ 201, 202, 203, 204, 210, 226, 226.7, 246, 256, 510, 512, 516, 558, 558.1, 1174, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, and 2802, as well as all applicable Industrial Welfare Commission Wage Orders (as codified in the California Code of Regulations), and claims for attorneys’ fees, costs, or interest resulting therefrom (“PAGA Released Claims”), which arose from June 18, 2023 to July 22, 2026, or the date the Court approves the PAGA settlement, whichever is earlier (the “PAGA Period”).

If you have any questions, you can contact Phoenix Settlement Administrators, the Settlement Administrator, at (____) ____ - _____, or Plaintiffs’ Counsel at:

JUSTICE FOR WORKERS, P.C. William C. Sung, SB# 280792 E-Mail: william@justiceforworkers.com Tiffany L. Luu, SB# 335127 E-Mail: tluu@justiceforworkers.com 9575 Bolsa Avenue Westminster, CA 92683 Tel: 323-922-2000 Fax: 323-922-2000	Larry W. Lee (State Bar No. 228175) Max W. Gavron (State Bar No. 291697) Kym Kanenaka (State Bar No. 350890) DIVERSITY LAW GROUP, P.C. 515 S. Figueroa Street, Suite 1250 Los Angeles, CA 90071 (213) 488-6555 (213) 488-6554 facsimile lwlee@diversitylaw.com mgavron@diversitylaw.com kym@diversitylaw.com William L. Marder (State Bar No. 170131) bill@polarislawgroup.com Polaris Law Group 501 San Benito Street, Suite 200 Hollister, CA 95023 (831) 531-4214 (831) 634-0333 facsimile
--	---

EXHIBIT B

1 **JUSTICE FOR WORKERS, P.C.**

William C. Sung, SB# 280792

2 E-Mail: william@justiceforworkers.com

Tiffany L. Luu, SB# 335127

3 E-Mail: tluu@justiceforworkers.com

9575 Bolsa Avenue

4 Westminster, CA 92683

Tel: 323-922-2000

5 Fax: 323-922-2000

6 Larry W. Lee (State Bar No. 228175)

Max W. Gavron (State Bar No. 291697)

7 Kym Kanenaka (State Bar No. 350890)

DIVERSITY LAW GROUP, P.C.

8 515 S. Figueroa Street, Suite 1250

Los Angeles, CA 90071

9 (213) 488-6555

(213) 488-6554 facsimile

10 lwlee@diversitylaw.com

mgavron@diversitylaw.com

11 kym@diversitylaw.com

12 William L. Marder (State Bar No. 170131)

bill@polarislawgroup.com

13 **Polaris Law Group**

501 San Benito Street, Suite 200

14 Hollister, CA 95023

(831) 531-4214

15 (831) 634-0333 facsimile

16 Attorneys for Plaintiffs MILTON URBINA AND HECTOR ZAVALA

17 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

18 **FOR THE COUNTY OF SANTA BARBARA**

19 MILTON URBINA and HECTOR ZAVALA,
20 an individual and on behalf of all others
21 similarly situated;

22 Plaintiffs,

23 vs.

24 MONTECITO RETIREMENT
25 ASSOCIATION, a California corporation; and
26 DOES 1 through 50,

27 Defendants.

Case No.: 24CV03420

**SECOND AMENDED
REPRESENTATIVE ACTION
COMPLAINT:**

**(1) CIVIL PENALTIES UNDER THE
CALIFORNIA PRIVATE
ATTORNEYS GENERAL ACT
(LABOR CODE §§ 2698, et seq.)**

1 Plaintiffs MILTON URBINA and HECTOR ZAVALA (“Plaintiffs”), on behalf of
2 themselves and all others similarly situated, hereby brings this Second Amended Representative
3 Action Complaint (“Complaint”) against Defendants MONTECITO RETIREMENT
4 ASSOCIATION, a California corporation, and DOES 1 to 50 (collectively “Defendants”), and on
5 information and belief alleges as follows:

6 **JURISDICTION AND VENUE**

7 1. Plaintiffs, on behalf of themselves and all others similarly situated, hereby brings this
8 Complaint for recovery of civil penalties under the California Private Attorneys General Act for
9 Defendants alleged violations of Labor Code §§ 201-204, 226, 226.7, 246, 510, 512, 516, 558,
10 1182.12, 1194, 1194.2, 1197, 1198, 2802, 2698, *et seq.*, and Industrial Welfare Commission
11 (“IWC”) Wage Order 5-2001 (“Wage Order 5”) This Court has jurisdiction over Defendants’
12 violations of the Labor Code because the amount in controversy exceeds \$35,000.

13 2. Venue is proper in this judicial district because Defendants maintain offices, have
14 agents, and/or transact business in the State of California, including Santa Barbara County, and
15 some of the acts and omissions complained of herein occurred in Santa Barbara County.
16 Furthermore, Plaintiffs were employed by Defendants within Santa Barbara County.

17 **PARTIES**

18 3. Plaintiffs are, and at all times relevant herein were, individuals over the age of
19 eighteen (18) and is a California resident. Within the statute of limitations periods applicable to
20 each cause of action pled herein, Plaintiffs were employed by Defendants as non-exempt
21 employees. Plaintiffs were, and are, a victim of Defendants’ policies, practices, and/or customs
22 complained of herein and have been deprived of the rights guaranteed by Labor Code §§ 201-204,
23 226, 226.7, 246, 510, 512, 516, 558, 1182.12, 1194, 1194.2, 1197, 1198, 2802, 2698, *et seq.*, and
24 Wage Order 5.

25 4. Plaintiffs are informed and believe, and based thereon allege, that during the
26 applicable statute of limitations for each cause of action pled herein and continuing to the present,
27 Defendants engaged in, and continue to engage in, business, and employed Plaintiffs and other,
28 similarly-situated non-exempt employees within Santa Barbara County, and the State of California

and, therefore, were (and are) doing business in Santa Barbara County and the State of California.

5. Plaintiffs does not know the true names or capacities, whether individual, partner, or corporate, of the defendants sued herein as DOES 1 to 50, inclusive, and for that reason, said defendants are sued under such fictitious names, and Plaintiffs will seek leave from this Court to amend this Complaint when such true names and capacities are discovered. Plaintiffs are informed, and believe, and based thereon allege, that each of said fictitious defendants, whether individual, partners, or corporate, was responsible in some manner for the acts and omissions alleged herein, and proximately caused Plaintiffs and the Classes (as defined below) to be subject to the unlawful employment practices, wrongs, injuries, and damages complained of herein.

6. At all times herein mentioned, each of said Defendants participated in the doing of the acts hereinafter alleged to have been done by the named Defendant; and furthermore, Defendants, and each of them, were the agents, servants, and employees of each of the other defendants, as well as the agents of all Defendants, and at all times herein mentioned, were acting within the course and scope of said agency and employment.

7. Plaintiffs are informed and believe, and based thereon allege, that at all times material hereto, each of the Defendants named herein was the agent, employee, alter ego and/or joint venturer of, or working in concert with each of the other co-Defendants and was acting within the course and scope of such agency, employment, joint venture, or concerted activity. To the extent said acts, conduct, and omissions were perpetrated by certain Defendants, each of the remaining Defendants confirmed and ratified said acts, conduct, and omissions of the acting Defendants.

8. At all times herein mentioned, Defendants, and each of them, were members of, and engaged in, a joint venture, partnership, and common enterprise, and acting within the course and scope of, and in pursuance of, said joint venture, partnership, and common enterprise.

9. At all times herein mentioned, the acts and omissions of various Defendants, and each of them, concurred and contributed to the various acts and omissions of each and all of the other Defendants in proximately causing the injuries and damages as herein alleged.

FACTUAL ALLEGATIONS

10. Defendants own and operate the Casa Dorinda retirement community in Montecito,

1 California. Defendants employed Plaintiff Urbina as an hourly-paid, non-exempt employee from
2 approximately July 2023 to approximately June 6, 2024 as a cook.

3 11. Plaintiff Zavala was employed by Defendants as an hourly, non-exempt employee
4 from approximately January 1, 2026, to March 30, 2026. Plaintiff worked for Defendants in
5 Montecito, California.

6 12. Throughout Plaintiffs' employment with Defendants, Defendants' timekeeping
7 and/or payroll policies and practices resulted in Plaintiffs and other non-exempt employees not
8 being compensated for all hours actually worked. Plaintiffs and other non-exempt employees
9 regularly worked more than eight hours in a workday or 40 hours in a workweek. Upon information
10 and belief, Defendants also failed to incorporate multiple rates of pay and/or all non-discretionary
11 remuneration, including shift differentials, into the regular rate of pay. As a result, Plaintiffs and
12 other non-exempt employees were not compensated for all earned overtime wages.

13 13. Defendants failed to provide Plaintiffs and other non-exempt employees with all
14 legally compliant meal periods due to Defendants' meal period policies/practices, which have
15 frequently resulted in late (commencing after the fifth hour of work), short (less than 30 minutes),
16 and/or missed meal periods. Upon information and belief, Plaintiffs and other non-exempt
17 employees were not able to take their legally compliant meal breaks due to work demands imposed
18 by Defendants. On those occasions when Plaintiffs and other non-exempt employees were not
19 provided with all legally compliant meal periods to which they were entitled, Defendants failed to
20 compensate Plaintiffs and other non-exempt employees with the required meal period premium(s) at
21 the regular rate of compensation by failing to incorporate multiple rates of pay and/or all non-
22 discretionary remuneration, including shift differentials, into the regular rate of pay.

23 14. Plaintiffs and other non-exempt employees were not authorized and permitted to take
24 all required rest periods due to Defendants' unlawful rest period policies/practices, which failed to
25 authorize and permit a net 10-minute rest period for every four hours worked, or major fraction
26 thereof. Plaintiffs and other non-exempt employees were not able to take their legally compliant rest
27 breaks due to work demands imposed by Defendants. On those occasions when Plaintiffs and other
28 non-exempt employees were not authorized and permitted to take all legally compliant rest periods

1 to which they were entitled, Defendants failed to compensate them with the required rest period
2 premium(s) for each workday there was a rest period violation as mandated by Labor Code § 226.7.
3 Upon information and belief, Defendants maintained no mechanism for the payment of rest period
4 premium payments as required by Labor Code § 226.7, in the event that a legally compliant rest
5 period was not authorized and permitted to their non-exempt employees.

6 15. Additionally, upon information and belief, Defendants violated Labor Code § 246 by
7 failing to incorporate multiple rates of pay and/or all non-discretionary remuneration, including shift
8 differentials, into the paid sick leave pay rate.

9 16. As a result of Defendants' failure to pay all overtime wages, failure to pay all meal
10 and rest period premium wages, and unlawful timekeeping and payroll practices as alleged above,
11 Defendants maintained inaccurate payroll records and issued inaccurate wage statements to
12 Plaintiffs and other non-exempt employees. Defendants' wage statements also failed to state all
13 rates and corresponding hours worked at each rate, including shift differentials. As a further result
14 of Defendants' failure to pay all overtime wages, sick leave wages, and meal and rest period
15 premium wages, Defendants failed to timely pay all final wages to Plaintiffs and other former non-
16 exempt employees upon their separation of employment from Defendants.

17 **FIRST CAUSE OF ACTION**

18 **PRIVATE ATTORNEYS GENERAL ACT**

19 **(Against All Defendants)**

20 17. Plaintiffs re-allege and incorporate by reference all preceding paragraphs as though
21 fully set forth herein.

22 18. Plaintiffs, "aggrieved employees" within the meaning of Labor Code §§ 2698, *et*
23 *seq.*, acting on behalf of themselves and other aggrieved employees (collectively, "Aggrieved
24 Employees"), bring this representative action against Defendants to recover the civil penalties due
25 to Plaintiffs and other Aggrieved Employees, and the State of California according to proof
26 pursuant to Labor Code §§ 558 and 2699(a) and (f) including, but not limited to: (1) \$100.00 for
27 each initial violation for each failure to pay each employee and \$200 for each subsequent violation
28 or willful or intentional violation pursuant to Labor Code §§ 210 and/or 225.5 for each failure to

1 pay each employee, plus 25% of the amount unlawfully withheld; (2) \$50.00 for each initial
2 violation and \$100 for each subsequent violation pursuant to Labor Code § 558 per employee per
3 pay period; (3) \$100 for each initial violation and \$250 for each subsequent violation pursuant to
4 Labor Code § 1197.1 per employee per pay period; (4) \$250 for each initial violation and \$1,000 for
5 each subsequent violation pursuant to Labor Code § 226.3 per employee per pay period; (5)
6 pursuant to Labor Code § 256, a civil penalty in an amount not exceeding 30 days per former
7 employee as waiting time under the terms of Labor Code § 203; and/or (6) \$100 for each initial
8 violation and \$200 for each subsequent violation per employee per pay period for those violations
9 of the Labor Code for which no civil penalty is specifically provided, based on the following Labor
10 Code violations:

- 11 a. Failing to pay Aggrieved Employees all earned overtime compensation in violation
12 of Labor Code §§ 204, 510, 558, 1194, and 1198;
- 13 b. Failing to provide all legally required meal periods, and failure to pay meal period
14 premium wages, to Aggrieved Employees at the regular rate of compensation in
15 violation of Labor Code §§ 226.7, 512, 558, and 1198;
- 16 c. Failing to authorize and permit all legally required rest periods, and failure to pay
17 rest period premium wages, to Aggrieved Employees at the regular rate of
18 compensation in violation of Labor Code §§ 226.7, 516, 558, and 1198;
- 19 d. Failing to furnish Aggrieved Employees with complete, accurate, itemized wage
20 statements in violation of Labor Code § 226;
- 21 e. Failing to timely pay all final wages and compensation earned by Aggrieved
22 Employees at the time of separation in violation of Labor Code §§ 201-202;
- 23 f. Failing to pay Aggrieved Employees all paid sick leave wages in violation of Labor
24 Code § 246;
- 25 g. Failing to pay Aggrieved Employees all earned wages at least twice during each
26 calendar month in violation of Labor Code § 204; and
- 27 h. Failing to maintain accurate records on behalf of Aggrieved Employees in violation
28 of Labor Code §§ 1174 and 1198.

19. On or about June 17, 2024 and April 2, 2026, Plaintiffs notified Defendants via certified mail, and notified the California Labor and Workforce Development Agency (“LWDA”) via its website, of Defendants’ violations of the Labor Code and Plaintiffs’ intent to bring a claim for civil penalties under Labor Code §§ 2698, *et seq.* with respect to the violations of the Labor Code identified in the preceding paragraph. Now that 33 days and 65 days have passed from Plaintiffs notifying Defendants and the LWDA of these violations, Defendants have not cured any curable violations, and the LWDA has not provided notice that it intends to investigate the violations, Plaintiffs has exhausted administrative requirements for bringing a claim under the Private Attorneys General Act with respect to these violations.

20. Plaintiffs have incurred attorneys' fees and costs, which Plaintiffs are entitled to receive under California Labor Code § 2699(g).

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs pray for judgment for themselves and for all others on whose behalf this suit is brought against Defendants, as follows:

1. Upon the First Cause of Action, for civil penalties due to Plaintiffs, other Aggrieved Employees, and the State of California according to proof pursuant to Labor Code §§ 558 and 2699(a) and (f) including, but not limited to: (1) \$100.00 for each initial violation for each failure to pay each employee and \$200 for each subsequent violation or willful or intentional violation pursuant to Labor Code §§ 210 and/or 225.5 for each failure to pay each employee, plus 25% of the amount unlawfully withheld; (2) \$50.00 for each initial violation and \$100 for each subsequent violation pursuant to Labor Code § 558 per employee per pay period; (3) \$100.00 for each initial violation and \$250.00 for each subsequent violation pursuant to Labor Code § 1197.1 per employee per pay period; (4) \$250.00 for each initial violation and \$1,000.00 for each subsequent violation pursuant to Labor Code § 226.3 per employee per pay period; (5) pursuant to Labor Code § 256, a civil penalty in an amount not exceeding 30 days per former employee as waiting time under the terms of Labor Code § 203; and/or (6) \$100.00 for each initial violation and \$200 for each subsequent violation per employee per pay period for those violations of the Labor Code for which no civil penalty is specifically provided;

1 2. On all causes of action, for attorneys' fees and costs as provided by Labor Code §
2 2699(g); and

3 3. For such other and further relief, the Court may deem just and proper.

4 **DEMAND FOR JURY TRIAL**

5 Plaintiffs hereby demands a trial by jury on all claims.

6
7 DATED: July 22, 2026

JUSTICE FOR WORKERS, P.C.

8
9 By:



10 William C. Sung
11 Tiffany L. Luu
12 Attorneys for Plaintiffs MILTON URBINA and
HECTOR ZAVALA

13 DATED: May __, 2026

DIVERSITY LAW GROUP, P.C.

14
15 By:

16 Larry W. Lee
17 Max W. Gavron
18 Kym Kanenaka
19 Attorneys for Plaintiffs
20
21
22
23
24
25
26
27
28

EXHIBIT 2



JUSTICE FOR WORKERS

3600 WILSHIRE BOULEVARD, SUITE 1815, LOS ANGELES, CA 90010

TEL: (323) 922-2000

FAX: (323) 922-2000

www.JusticeForWorkers.com

June 18, 2024

VIA PAGA ONLINE FILING ONLY

California Labor and Workforce Development Agency

Attn: PAGA Administrator

455 Golden Gate Avenue, 9th Floor

San Francisco, CA 94102

<https://dir.tfaforms.net/308>

**Re: *Milton Urbina v. Montecito Retirement Association*
Notice of Private Attorneys General Act Claim**

Dear PAGA Administrator:

This office has been retained by aggrieved employee Milton Urbina ("Plaintiff") concerning a representative action pursuant to the Private Attorneys General Act of 2004, California Labor Code §§ 2698, *et seq.* ("PAGA") against Montecito Retirement Association (including any and all affiliates, subsidiaries, parents, directors, officers, managing agents, and executive employees) (collectively referred to as "Defendants") for violations of California wage and hour laws. Plaintiff seeks civil penalties for violations of the Labor Code and all other remedies available under PAGA.

Plaintiff seeks these remedies on behalf of the State of California and "aggrieved employees," as defined herein. This letter is sent in compliance with the notice requirements of Labor Code § 2699.3.

Defendants own and operate the Casa Dorinda retirement community in Montecito, California. Defendants employed Plaintiff as an hourly-paid, non-exempt employee from approximately July 2023 to approximately June 6, 2024 as a cook. The "aggrieved employees" that Plaintiff seeks civil penalties on behalf of are all current and former hourly-paid or non-exempt employees who worked for any of the above-referenced entities within the State of California.

Based on the following facts and theories, Defendants violated and/or continue to violate, among other provisions of the Labor Code and applicable wage law, California Labor Code §§ 201, 202, 203, 204, 210, 226, 226.7, 246, 256, 510, 512, 516, 558, 558.1, 1174, 1194, 1197, 1197.1, 1198, and 2802, and IWC Wage Orders including Wage Order 5-2001.

Labor Code §§ 510 and 1198 require employers to pay time-and-a-half or double time overtime wages, and make it unlawful to work employees for hours longer than eight hours in one day and/or over forty hours in one week without paying the premium overtime rates at one-and-one-half times or double the regular rate of pay, including additional remuneration. During the relevant time period, Plaintiff and other aggrieved employees worked in excess of 8 hours in a day and 40 hours in a week but were not paid for all hours worked before clocking in, after clocking out, and/or during off-the-clock meal breaks. Plaintiff and other aggrieved employees were not paid overtime compensation at the regular rate of pay because Defendants failed to incorporate multiple rates of pay and/or all non-discretionary remuneration, including shift differentials, into the regular rate of pay.

Labor Code §§ 226.7, 512, 516, and the Wage Orders require employers to pay an employee one additional hour of pay at the employee's regular rate of compensation for each meal or rest period that is not provided. During the relevant time period, Defendants required Plaintiff and other aggrieved employees to work during meal and rest periods and failed to compensate them properly and at the regular rate of compensation for non-compliant meal and rest periods including, *inter alia*, short, late, interrupted, and missed meal and rest periods, unlawful rounding of meal period punches, and by failing to incorporate multiple rates of pay and/or all non-discretionary remuneration, including shift differentials, into the regular rate of compensation.

Labor Code § 246 mandates employers to comply with various requirements with respect to the provision of paid sick leave to employees. During the relevant time period, Defendants improperly calculated the sick leave rate of pay owed to Plaintiff and other aggrieved employees by failing to incorporate multiple rates of pay and/or all non-discretionary remuneration, including shift differentials, into the sick leave pay rate calculation.

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 if an employee quits 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' 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. During the relevant time period, Defendants failed to pay Plaintiff and other aggrieved employees all wages due to them within any time period specified by Labor Code §§ 201 and 202, including earned and unpaid overtime and premium wages as discussed above.

Labor Code § 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. Labor Code § 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. During the relevant time period, Defendants failed to pay Plaintiff and other aggrieved employees all wages due to them within any time period specified by Labor Code § 204, including earned and unpaid overtime and premium wages as discussed above.

Labor Code § 226 requires employers to make, keep and provide complete and accurate itemized wage statements to their employees. During the relevant time period, Defendants did not provide Plaintiff and other aggrieved employees with complete and accurate itemized wage statements. The wage statements they received from Defendants were in violation of Labor Code § 226(a). The violations include, but are not limited to, the failure to include the total hours worked, including time spent working off the clock and during meal and rest periods, failure to state the correct gross and net wages earned for all time worked, and failure to state all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

Labor Code § 1174 requires an employer to keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the commission, but in any case shall be kept on file for not less than two years. During the relevant time period, Defendants failed to keep accurate and complete payroll records showing the actual hours worked daily and the wages earned by Plaintiff and other aggrieved employees, including earned and unpaid minimum, overtime, and premium wages as discussed above.

Therefore, on behalf of all aggrieved employees, Plaintiff seeks all applicable penalties arising out of the above-referenced wage, hour, and payroll practices, or which could be assessed and collected by the LWDA, for violation of the Labor Code pursuant to PAGA. Labor Code § 2699.3 requires that a claimant send a certified letter (i.e. this letter) to the employer in question and file an online claim to the LWDA setting forth the claims and the basis for the claims, thereby giving the LWDA and employer an opportunity to investigate the claims and/or take any action they deem appropriate. If the LWDA and Defendants elect not to take any action with respect to any of the foregoing claims, Plaintiff will seek these penalties in a civil action on behalf of all aggrieved employees within one year of the date of this letter as allowed by law.

If you have any questions, please contact me at the phone number or address below:

William C. Sung
JUSTICE FOR WORKERS, P.C.
9575 Bolsa Avenue
Westminster, CA 92683
Office: 323-922-2000
Fax: 323-922-2000
Email: william@justiceforworkers.com

Thank you for your attention to this matter.

Very truly yours,

A handwritten signature in black ink, appearing to read 'William C. Sung', with a stylized flourish at the end.

William C. Sung
JUSTICE FOR WORKERS, P.C.

Cc: Via USPS Certified Mail – Return Receipt Requested

Montecito Retirement Association
c/o Brian McCague
Agent for Service of Process
1330 Pepper Lane
Montecito, CA 93108

JUSTICE FOR WORKERS, P.C.
3600 Wilshire Blvd Ste 1815
Los Angeles, CA 90010

CERTIFIED MAIL



7022 2410 0001 8622 3932



quadiant
FIRST-CLASS MAIL
IMI
\$008.69
06/18/2024 ZIP 92683
044K33212708

STAGE 10

Montecito Retirement Association
c/o Brian McCague
Agent for Service of Process
1330 Pepper Lane
Montecito, CA 93108

7022 2410 0001 8622 3932

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com

OFFICIAL USE

Certified Mail Fee

Extra Services & Fees (check box, add fee as appropriate)

☐ Return Receipt (hardcopy) \$

☐ Return Receipt (electronic) \$

☐ Certified Mail Restricted Delivery \$

☐ Adult Signature Required \$

☐ Adult Signature Restricted Delivery \$

Postage

\$ 8.69

Total Postage and Fees

\$ 8.69

Postmark
Here

Sent To
Montecito Retirement Association

Street and Apt. No., or PO Box No.
1330 Pepper Lane

City, State, and ZIP+4®
Montecito, CA 93108

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT
OF THE RETURN ADDRESS, FOLD AT DOTTED LINE

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Montecito Retirement Association
c/o Brian McCague
Agent for Service of Process
1330 Pepper Lane
Montecito, CA 93108



9590 9402 8702 3310 1887 77

2. Article Number (Transfer from service label)

7022 2410 0001 8622 3932

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

- ☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☒ Adult Signature
☐ Adult Signature Restricted Delivery
☒ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery

- ☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

Mail
Restricted Delivery
(N)

Domestic Return Receipt

Subject: Thank you for submission of your PAGA Case.
Date: Monday, June 17, 2024 at 5:39:15 PM Pacific Daylight Time
From: noreply@salesforce.com on behalf of LWDA DO NOT REPLY
To: William Sung

6/17/2024

LWDA Case No. LWDA-CM-1034457-24
Law Firm : Justice for Workers, P.C.
Plaintiff Name : Milton Urbina
Employer: Montecito Retirement Association
Filing Fee : \$75.00
IFP Claimed : No

Item submitted: Initial PAGA Notice

Thank you for your submission to the Labor and Workforce Development Agency. Please make a note of the LWDA Case No. above as you may need this number for future reference when filing any subsequent documents for this Case.

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: http://labor.ca.gov/Private_Attorneys_General_Act.htm

EXHIBIT 3

JUSTICE FOR WORKERS, P.C.

William C. Sung, SB# 280792
E-Mail: william@justiceforworkers.com
Tiffany L. Luu, SB# 335127
E-Mail: tluu@justiceforworkers.com
9575 Bolsa Avenue
Westminster, CA 92683
Tel: 323-922-2000
Fax: 323-922-2000

Larry W. Lee (State Bar No. 228175)
Max W. Gavron (State Bar No. 291697)
Kym Kanenaka (State Bar No. 350890)

DIVERSITY LAW GROUP, P.C.

515 S. Figueroa Street, Suite 1250
Los Angeles, CA 90071
(213) 488-6555
(213) 488-6554 facsimile
lwlee@diversitylaw.com
mgavron@diversitylaw.com
kym@diversitylaw.com

William L. Marder (State Bar No. 170131)
bill@polarislawgroup.com

Polaris Law Group

501 San Benito Street, Suite 200
Hollister, CA 95023
(831) 531-4214
(831) 634-0333 facsimile

Attorneys for Plaintiffs MILTON URBINA AND HECTOR ZAVALA

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SANTA BARBARA

MILTON URBINA and HECTOR ZAVALA,
an individual and on behalf of all others
similarly situated;

Plaintiffs,

vs.

MONTECITO RETIREMENT
ASSOCIATION, a California corporation; and
DOES 1 through 50,

Defendants.

Case No.: 24CV03420

**SECOND AMENDED
REPRESENTATIVE ACTION
COMPLAINT:**

**(1) CIVIL PENALTIES UNDER THE
CALIFORNIA PRIVATE
ATTORNEYS GENERAL ACT
(LABOR CODE §§ 2698, et seq.)**

1 Plaintiffs MILTON URBINA and HECTOR ZAVALA (“Plaintiffs”), on behalf of
2 themselves and all others similarly situated, hereby brings this Second Amended Representative
3 Action Complaint (“Complaint”) against Defendants MONTECITO RETIREMENT
4 ASSOCIATION, a California corporation, and DOES 1 to 50 (collectively “Defendants”), and on
5 information and belief alleges as follows:

6 **JURISDICTION AND VENUE**

7 1. Plaintiffs, on behalf of themselves and all others similarly situated, hereby brings this
8 Complaint for recovery of civil penalties under the California Private Attorneys General Act for
9 Defendants alleged violations of Labor Code §§ 201-204, 226, 226.7, 246, 510, 512, 516, 558,
10 1182.12, 1194, 1194.2, 1197, 1198, 2802, 2698, *et seq.*, and Industrial Welfare Commission
11 (“IWC”) Wage Order 5-2001 (“Wage Order 5”) This Court has jurisdiction over Defendants’
12 violations of the Labor Code because the amount in controversy exceeds \$35,000.

13 2. Venue is proper in this judicial district because Defendants maintain offices, have
14 agents, and/or transact business in the State of California, including Santa Barbara County, and
15 some of the acts and omissions complained of herein occurred in Santa Barbara County.
16 Furthermore, Plaintiffs were employed by Defendants within Santa Barbara County.

17 **PARTIES**

18 3. Plaintiffs are, and at all times relevant herein were, individuals over the age of
19 eighteen (18) and is a California resident. Within the statute of limitations periods applicable to
20 each cause of action pled herein, Plaintiffs were employed by Defendants as non-exempt
21 employees. Plaintiffs were, and are, a victim of Defendants’ policies, practices, and/or customs
22 complained of herein and have been deprived of the rights guaranteed by Labor Code §§ 201-204,
23 226, 226.7, 246, 510, 512, 516, 558, 1182.12, 1194, 1194.2, 1197, 1198, 2802, 2698, *et seq.*, and
24 Wage Order 5.

25 4. Plaintiffs are informed and believe, and based thereon allege, that during the
26 applicable statute of limitations for each cause of action pled herein and continuing to the present,
27 Defendants engaged in, and continue to engage in, business, and employed Plaintiffs and other,
28 similarly-situated non-exempt employees within Santa Barbara County, and the State of California

1 and, therefore, were (and are) doing business in Santa Barbara County and the State of California.

2 5. Plaintiffs does not know the true names or capacities, whether individual, partner, or
3 corporate, of the defendants sued herein as DOES 1 to 50, inclusive, and for that reason, said
4 defendants are sued under such fictitious names, and Plaintiffs will seek leave from this Court to
5 amend this Complaint when such true names and capacities are discovered. Plaintiffs are informed,
6 and believe, and based thereon allege, that each of said fictitious defendants, whether individual,
7 partners, or corporate, was responsible in some manner for the acts and omissions alleged herein,
8 and proximately caused Plaintiffs and the Classes (as defined below) to be subject to the unlawful
9 employment practices, wrongs, injuries, and damages complained of herein.

10 6. At all times herein mentioned, each of said Defendants participated in the doing of
11 the acts hereinafter alleged to have been done by the named Defendant; and furthermore,
12 Defendants, and each of them, were the agents, servants, and employees of each of the other
13 defendants, as well as the agents of all Defendants, and at all times herein mentioned, were acting
14 within the course and scope of said agency and employment.

15 7. Plaintiffs are informed and believe, and based thereon allege, that at all times
16 material hereto, each of the Defendants named herein was the agent, employee, alter ego and/or
17 joint venturer of, or working in concert with each of the other co-Defendants and was acting within
18 the course and scope of such agency, employment, joint venture, or concerted activity. To the extent
19 said acts, conduct, and omissions were perpetrated by certain Defendants, each of the remaining
20 Defendants confirmed and ratified said acts, conduct, and omissions of the acting Defendants.

21 8. At all times herein mentioned, Defendants, and each of them, were members of, and
22 engaged in, a joint venture, partnership, and common enterprise, and acting within the course and
23 scope of, and in pursuance of, said joint venture, partnership, and common enterprise.

24 9. At all times herein mentioned, the acts and omissions of various Defendants, and
25 each of them, concurred and contributed to the various acts and omissions of each and all of the
26 other Defendants in proximately causing the injuries and damages as herein alleged.

27 **FACTUAL ALLEGATIONS**

28 10. Defendants own and operate the Casa Dorinda retirement community in Montecito,

1 California. Defendants employed Plaintiff Urbina as an hourly-paid, non-exempt employee from
2 approximately July 2023 to approximately June 6, 2024 as a cook.

3 11. Plaintiff Zavala was employed by Defendants as an hourly, non-exempt employee
4 from approximately January 1, 2026, to March 30, 2026. Plaintiff worked for Defendants in
5 Montecito, California.

6 12. Throughout Plaintiffs' employment with Defendants, Defendants' timekeeping
7 and/or payroll policies and practices resulted in Plaintiffs and other non-exempt employees not
8 being compensated for all hours actually worked. Plaintiffs and other non-exempt employees
9 regularly worked more than eight hours in a workday or 40 hours in a workweek. Upon information
10 and belief, Defendants also failed to incorporate multiple rates of pay and/or all non-discretionary
11 remuneration, including shift differentials, into the regular rate of pay. As a result, Plaintiffs and
12 other non-exempt employees were not compensated for all earned overtime wages.

13 13. Defendants failed to provide Plaintiffs and other non-exempt employees with all
14 legally compliant meal periods due to Defendants' meal period policies/practices, which have
15 frequently resulted in late (commencing after the fifth hour of work), short (less than 30 minutes),
16 and/or missed meal periods. Upon information and belief, Plaintiffs and other non-exempt
17 employees were not able to take their legally compliant meal breaks due to work demands imposed
18 by Defendants. On those occasions when Plaintiffs and other non-exempt employees were not
19 provided with all legally compliant meal periods to which they were entitled, Defendants failed to
20 compensate Plaintiffs and other non-exempt employees with the required meal period premium(s) at
21 the regular rate of compensation by failing to incorporate multiple rates of pay and/or all non-
22 discretionary remuneration, including shift differentials, into the regular rate of pay.

23 14. Plaintiffs and other non-exempt employees were not authorized and permitted to take
24 all required rest periods due to Defendants' unlawful rest period policies/practices, which failed to
25 authorize and permit a net 10-minute rest period for every four hours worked, or major fraction
26 thereof. Plaintiffs and other non-exempt employees were not able to take their legally compliant rest
27 breaks due to work demands imposed by Defendants. On those occasions when Plaintiffs and other
28 non-exempt employees were not authorized and permitted to take all legally compliant rest periods

1 to which they were entitled, Defendants failed to compensate them with the required rest period
2 premium(s) for each workday there was a rest period violation as mandated by Labor Code § 226.7.
3 Upon information and belief, Defendants maintained no mechanism for the payment of rest period
4 premium payments as required by Labor Code § 226.7, in the event that a legally compliant rest
5 period was not authorized and permitted to their non-exempt employees.

6 15. Additionally, upon information and belief, Defendants violated Labor Code § 246 by
7 failing to incorporate multiple rates of pay and/or all non-discretionary remuneration, including shift
8 differentials, into the paid sick leave pay rate.

9 16. As a result of Defendants' failure to pay all overtime wages, failure to pay all meal
10 and rest period premium wages, and unlawful timekeeping and payroll practices as alleged above,
11 Defendants maintained inaccurate payroll records and issued inaccurate wage statements to
12 Plaintiffs and other non-exempt employees. Defendants' wage statements also failed to state all
13 rates and corresponding hours worked at each rate, including shift differentials. As a further result
14 of Defendants' failure to pay all overtime wages, sick leave wages, and meal and rest period
15 premium wages, Defendants failed to timely pay all final wages to Plaintiffs and other former non-
16 exempt employees upon their separation of employment from Defendants.

17 **FIRST CAUSE OF ACTION**

18 **PRIVATE ATTORNEYS GENERAL ACT**

19 **(Against All Defendants)**

20 17. Plaintiffs re-allege and incorporate by reference all preceding paragraphs as though
21 fully set forth herein.

22 18. Plaintiffs, "aggrieved employees" within the meaning of Labor Code §§ 2698, *et*
23 *seq.*, acting on behalf of themselves and other aggrieved employees (collectively, "Aggrieved
24 Employees"), bring this representative action against Defendants to recover the civil penalties due
25 to Plaintiffs and other Aggrieved Employees, and the State of California according to proof
26 pursuant to Labor Code §§ 558 and 2699(a) and (f) including, but not limited to: (1) \$100.00 for
27 each initial violation for each failure to pay each employee and \$200 for each subsequent violation
28 or willful or intentional violation pursuant to Labor Code §§ 210 and/or 225.5 for each failure to

1 pay each employee, plus 25% of the amount unlawfully withheld; (2) \$50.00 for each initial
2 violation and \$100 for each subsequent violation pursuant to Labor Code § 558 per employee per
3 pay period; (3) \$100 for each initial violation and \$250 for each subsequent violation pursuant to
4 Labor Code § 1197.1 per employee per pay period; (4) \$250 for each initial violation and \$1,000 for
5 each subsequent violation pursuant to Labor Code § 226.3 per employee per pay period; (5)
6 pursuant to Labor Code § 256, a civil penalty in an amount not exceeding 30 days per former
7 employee as waiting time under the terms of Labor Code § 203; and/or (6) \$100 for each initial
8 violation and \$200 for each subsequent violation per employee per pay period for those violations
9 of the Labor Code for which no civil penalty is specifically provided, based on the following Labor
10 Code violations:

- 11 a. Failing to pay Aggrieved Employees all earned overtime compensation in violation
12 of Labor Code §§ 204, 510, 558, 1194, and 1198;
- 13 b. Failing to provide all legally required meal periods, and failure to pay meal period
14 premium wages, to Aggrieved Employees at the regular rate of compensation in
15 violation of Labor Code §§ 226.7, 512, 558, and 1198;
- 16 c. Failing to authorize and permit all legally required rest periods, and failure to pay
17 rest period premium wages, to Aggrieved Employees at the regular rate of
18 compensation in violation of Labor Code §§ 226.7, 516, 558, and 1198;
- 19 d. Failing to furnish Aggrieved Employees with complete, accurate, itemized wage
20 statements in violation of Labor Code § 226;
- 21 e. Failing to timely pay all final wages and compensation earned by Aggrieved
22 Employees at the time of separation in violation of Labor Code §§ 201-202;
- 23 f. Failing to pay Aggrieved Employees all paid sick leave wages in violation of Labor
24 Code § 246;
- 25 g. Failing to pay Aggrieved Employees all earned wages at least twice during each
26 calendar month in violation of Labor Code § 204; and
- 27 h. Failing to maintain accurate records on behalf of Aggrieved Employees in violation
28 of Labor Code §§ 1174 and 1198.

19. On or about June 17, 2024 and April 2, 2026, Plaintiffs notified Defendants via certified mail, and notified the California Labor and Workforce Development Agency (“LWDA”) via its website, of Defendants’ violations of the Labor Code and Plaintiffs’ intent to bring a claim for civil penalties under Labor Code §§ 2698, *et seq.* with respect to the violations of the Labor Code identified in the preceding paragraph. Now that 33 days and 65 days have passed from Plaintiffs notifying Defendants and the LWDA of these violations, Defendants have not cured any curable violations, and the LWDA has not provided notice that it intends to investigate the violations, Plaintiffs has exhausted administrative requirements for bringing a claim under the Private Attorneys General Act with respect to these violations.

20. Plaintiffs have incurred attorneys' fees and costs, which Plaintiffs are entitled to receive under California Labor Code § 2699(g).

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs pray for judgment for themselves and for all others on whose behalf this suit is brought against Defendants, as follows:

1. Upon the First Cause of Action, for civil penalties due to Plaintiffs, other Aggrieved Employees, and the State of California according to proof pursuant to Labor Code §§ 558 and 2699(a) and (f) including, but not limited to: (1) \$100.00 for each initial violation for each failure to pay each employee and \$200 for each subsequent violation or willful or intentional violation pursuant to Labor Code §§ 210 and/or 225.5 for each failure to pay each employee, plus 25% of the amount unlawfully withheld; (2) \$50.00 for each initial violation and \$100 for each subsequent violation pursuant to Labor Code § 558 per employee per pay period; (3) \$100.00 for each initial violation and \$250.00 for each subsequent violation pursuant to Labor Code § 1197.1 per employee per pay period; (4) \$250.00 for each initial violation and \$1,000.00 for each subsequent violation pursuant to Labor Code § 226.3 per employee per pay period; (5) pursuant to Labor Code § 256, a civil penalty in an amount not exceeding 30 days per former employee as waiting time under the terms of Labor Code § 203; and/or (6) \$100.00 for each initial violation and \$200 for each subsequent violation per employee per pay period for those violations of the Labor Code for which no civil penalty is specifically provided;

1 2. On all causes of action, for attorneys' fees and costs as provided by Labor Code §
2 2699(g); and

3 3. For such other and further relief, the Court may deem just and proper.

4 **DEMAND FOR JURY TRIAL**

5 Plaintiffs hereby demands a trial by jury on all claims.

6
7 DATED: July 29, 2026

JUSTICE FOR WORKERS, P.C.

8
9 By:



William C. Sung
Tiffany L. Luu
Attorneys for Plaintiffs MILTON URBINA and
HECTOR ZAVALA

10
11
12
13 DATED: July 29, 2026

/s/ Max W. Gavron
DIVERSITY LAW GROUP, P.C.

14
15 By:
16 Larry W. Lee
17 Max W. Gavron
18 Kym Kanenaka
19 Attorneys for Plaintiffs
20
21
22
23
24
25
26
27
28

PROOF OF SERVICE
MILTON URBINA v. MONTECITO RETIREMENT ASSOCIATION
STATE OF CALIFORNIA, COUNTY OF SANTA BARBARA

I am employed in the county of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 3600 Wilshire Boulevard, Suite 1815, Los Angeles, CA 90010

On July 29, 2026 I served the foregoing document described as:

SECOND AMENDED REPRESENTATIVE ACTION COMPLAINT

☐ by placing the document(s) listed above in a sealed envelope with postage thereon fully prepaid, in the United States mail in the State of California addressed as set forth below:

☐ by placing a true copy thereof enclosed in a sealed envelope addressed as stated on the attached mailing list.

☒ by electronically serving the document(s) listed above to:

SEE SERVICE LIST

☐ by having copies **personally delivered to the designed party(ies)**

As follows: I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with U.S. postal service on the same day with postage thereon fully prepaid at Los Angeles, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

☒ (State) I declare under penalty of perjury the laws of the State of California that the foregoing is true and correct.

☐ (Federal) I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made

Executed on July 29, 2026 at Los Angeles, California.


Anayeli Ascencio

SERVICE LIST

Paul K. Wilcox, Esq

pwilcox@mullenlaw.com

Rafael Gonzalez, Esq

rgonzalez@mullenlaw.com

Christina M. Behrman, Esq

cbehrman@mullenlaw.com

Jenna A. MacFarlane

jmacfarlane@MullenLaw.com

MULLEN & HENZELL L.L.P.

112 East Victoria Street

Post Office Drawer 789

Santa Barbara, CA 93102-0789

Telephone: (805) 966-1501

Facsimile: (805) 966-9204

Attorneys for Defendant MONTECITO RETIREMENT
ASSOCIATION

Larry W. Lee, Esq

lwlee@diversitylaw.com

Max W. Gavron, Esq

mgavron@diversitylaw.com

Kym Kanenaka, Esq

kym@diversitylaw.com

Kristen Agnew, Esq

kagnew@diversitylaw.com

Erika Mejia

erika@diversitylaw.com

DIVERSITY LAW GROUP, P.C.

515 S. Figueroa Street, Suite 1250

Los Angeles, CA 90071

(213) 488-6555

(213) 488-6554 facsimile

Attorneys for Plaintiffs

William L. Marder, Esq

bill@polarislawgroup.com

Polaris Law Group

501 San Benito Street, Suite 200

Hollister, CA 95023

(831) 531-4214

(831) 634-0333 facsimile

EXHIBIT 4



Milton Urbina v. Montecito Retirement Association
Santa Barbara County Superior Court, Case No. 24CV03420

Date	Description of Cost Item	Invoice #	Amount
6/18/2024	LWDA Filing Fee for Initial PAGA Notice	LWDA-CM-1034457-24	\$75.00
6/18/2024	Certified Mail Cost for Mailing PAGA Letter to Def.	7022 2410 0001 8622 3932	\$8.69
6/20/2024	e-Filing, Initial Appearance, and Complex Filing Fees for Complaint	9853253	\$1,493.71
6/20/2024	e-Filing Fee for Civil Case Cover Sheet	9865570	\$15.66
7/15/2024	Certified Mail Cost for Mailing PAGA Letter and LC Request to Def.	9589 0710 5270 0409 4291 57	\$9.64
8/22/2024	e-Filing Fee for First Amended Complaint	10246304	\$15.66
8/27/2024	e-Filing Fee for Notice and Acknowledgment of Receipt	10270120	\$10.25
10/3/2024	e-Filing Fee for Proof of Service of Summons/Complaint	10500359	\$15.66
6/25/2025	e-Filing Fee for Joint Status Conference Statement	12289347	\$17.91
2/3/2026	e-Filing Fee for Joint Stipulation to Continue Case Management Conference Pending Mediation	13917431	\$43.41
4/30/2026	Plaintiff's Expert Data Analyst Fee	1962	\$750.00
5/8/2026	Plaintiff's Share of Mediation Fee	313	\$6,000.00
5/22/2026	e-Filing Fee for Joint Stipulation to Continue Case Management Conference	14836974	\$43.41
7/24/2026	e-Filing Fee for Joint Stipulation to Allow Plaintiff's Leave to File Second Amended Complaint	15377906	\$43.41
7/29/2026	e-Filing Fee for Second Amended Complaint	15423700	\$22.71
8/25/2026	e-Filing Fee for Joint Stipulation to Continue Case Management Conference	15632818	\$43.41
Estimated Future Cost	e-Filing Fee Motion for Approval of PAGA Settlement	N/A	\$77.97
Estimated Future Cost	e-Filing Fee for Supplemental Brief and/or Amended Proposed Order	N/A	\$16.17
Estimated Future Cost	e-Filing Fee for Declaration re Distribution	N/A	\$16.17
		TOTAL	\$8,718.84

EXHIBIT 5

Milton Urbina v. Montecito Retirement Association
Santa Barbara County Superior Court, Case No. 24CV03420
Time and Task Chart - William C. Sung

Description of Work	Hours
Review client intake and client documents; attend initial client meeting; communicate with client re case	3.1
Research potential theories of liability, background on Defendant, and Defendant's prior litigation history	2.4
Conduct regular rate analysis based on client's wage statements	1.5
Draft initial PAGA Notice	1.2
Research Defendant's address to remail PAGA notice	0.3
Draft Class Action Complaint, Summons, and Civil Cover Sheet	2.5
Conferences/communications with client re case status	1
Analyze and review Plaintiff's personnel file; update file re same	1.4
Draft First Amended Complaint	1.2
Research/analysis of arbitrator list; prepare arbitrator strike list	0.5
Conferences/communications with client re arbitration and case status	1
Review and sign mediation agreement and confidentiality agreement	0.3
Review Scheduling Order No 1; update file re deadlines	0.3
Conferences/communications with Defense counsel and JAMS re stay of arbitration pending mediation	0.1
Research/analysis related Zavala case	1.5
Conferences/communications with co-counsel in Zavala case re case status	3.4
Conferences/communications with client re case status and mediation	1
Conferences/communications with Defendant's counsel pre-mediation document and data request	2.3
Analyze pre-mediation records produced by Defendant; prepare analysis protocol for expert; work with expert to conduct PAGA damages analysis	5.5
Draft/revise mediation brief; conduct legal research for same	7.1
Prepare for/attend pre-mediation conference call with mediator	1.5
Prepare for and attend full-day mediation	10
Conferences/communications with client re mediator's proposal and settlement	1
Draft/revise long-form PAGA settlement agreement and exhibits; conferences/communications with Defendant's counsel and co-counsel re same	5.6
Draft/revise consolidated First Amended Complaint and stipulation to amend; Conferences/communications with Defense counsel and co-counsel re same	2.5
Conferences/communications with client re settlement	1.5
Communications with administrator re administration bid, declaration and exhibits for settlement approval, and declaration and exhibits for final approval	1.2
Draft/revise Motion for Approval of PAGA Settlement, supporting declarations, and proposed order; conduct legal research re same	9.5
Conferences/communications with client re settlement approval	1

Conferences/communications with Defense counsel and JAMS re settlement status	0.2
Misc. internal meetings regarding case strategy and case status	10
Total Hours:	81.60
Requested Rate:	\$900
Requested Fee Amount:	\$73,440

Milton Urbina v. Montecito Retirement Association
Santa Barbara County Superior Court, Case No. 24CV03420
Time and Task Chart - Tiffany L. Luu

Description of Work	Hours
Conferences/communications with Defense counsel re accepting service	0.2
Review Initial CMC Order; update file re same	0.3
Research assigned judge	1.3
Analyze Plaintiff's arbitration agreement; conduct legal research; update file re same	2.2
Conferences/communications with client re case status	1
Conferences/communications with Defense counsel re stipulation to arbitrate and striking confidentiality provision	1.2
Revise stipulation to arbitrate; Conferences/communications with Defense counsel re same	0.7
Draft CRC 3.770 declaration	1
Prepare Notice of Acknowledgment of Receipt packet	0.8
Review NAR signed by Defendant's counsel; calculate responsive pleading deadline; update file re same	0.2
Draft/revise Motion for Approval of PAGA Settlement, supporting declarations, and proposed order; conduct legal research re same	1
Draft stipulation to continue CMC pending settlement; Conferences/communications with Defense counsel re same	0.8
Misc. internal meetings regarding case strategy and case status	5
Total Hours:	15.70
Requested Rate:	\$550
Requested Fee Amount:	\$8,635

Milton Urbina v. Montecito Retirement Association
Santa Barbara County Superior Court, Case No. 24CV03420
Time and Task Chart - Joseph C. Ramli

Description of Work	Hours
Review Order re Stipulation to Arbitrate	0.3
Draft Demand for Arbitration	2.1
Draft Joint Statement for Status Conference; MC Defense counsel re same	1.1
Review JAMS arb fee invoice; update file re same	0.2
Prepare for/attend Status Conference; update file re same	0.8
Research/analysis of arbitrator list; prepare arbitrator strike list	2.5
Review arbitrator appointment and disclosures	0.4
Review JAMS arb retainer invoice; update file re same	0.2
Conferences/communications with Defense counsel and JAMS re initial arbitration management conference	0.9
Prepare for/attend initial arbitration management conference; update file re arbitration hearing dates	1.7
Conferences/communications with Defendant's counsel re mediator selection, research proposed mediators and mediation scheduling, communications with mediator	0.6
Conferences/communications with client re arbitration and case status	1
Review Scheduling Order No 1; update file re deadlines	0.7
Conferences/communications with Defense counsel and JAMS re stay of arbitration pending mediation	0.5
Conferences/communications with client re case status and mediation	1
Conferences/communications with Defendant's counsel pre-mediation document and data request	0.8
Draft/revise mediation brief; conduct legal research for same	1.5
Prepare for and attend full-day mediation	10
Conferences/communications with client re mediator's proposal and settlement	1
Conferences/communications with client re settlement	1.5
Conferences/communications with client re settlement approval	1
Misc. internal meetings regarding case strategy and case status	5
Total Hours:	34.80
Requested Rate:	\$500
Requested Fee Amount:	\$17,400

Milton Urbina v. Montecito Retirement Association
Santa Barbara County Superior Court, Case No. 24CV03420
Time and Task Chart - Guneez Ibrahim

Description of Work	Hours
Draft stipulation to continue CMC pending mediation; Conferences/communications with Defense counsel re same	1.4
Review joint report for CMC; Conferences/communications with Defense counsel re same	0.3
Prepare for/attend Case Management Conference	1.8
Draft stipulation to continue CMC pending settlement; Conferences/communications with Defense counsel re same	0.6
Total Hours:	4.10
Requested Rate:	\$350
Requested Fee Amount:	\$1,435

EXHIBIT 6