

EVAN S. GAINES, ESQ. SBN 287668
GAINES LAW CORPORATION
4550 E. Thousand Oaks Blvd., Suite 100
Westlake Village, CA 91362
Telephone: (805) 892-8200
Facsimile: (805) 800-8928
Email: evan@gaines.law

Attorneys for Plaintiff Laura Acosta,
on behalf of herself and all “aggrieved employees”
pursuant to Labor Code § 2698 *et seq.*

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF VENTURA

LAURA ACOSTA, on behalf of herself and
all “aggrieved employees” pursuant to Labor
Code § 2698 *et seq.*,

Plaintiff,

v.

SEASONS CATERING, INC., a California
corporation, and DOES 1 through 10,
inclusive,

Defendants.

Case No. 2024CUOE033324

Assigned to Hon. Carla Ortega, Dept. 41

**DECLARATION OF EVAN S. GAINES
IN SUPPORT OF STIPULATION
APPROVING SETTLEMENT
PURSUANT TO THE PRIVATE
ATTORNEYS GENERAL ACT**

*[Concurrently filed: Stipulation and Order
Approving Settlement]*

Complaint Filed: November 18, 2024

DECLARATION OF EVAN S. GAINES

I, EVAN S. GAINES, hereby declare and state as follows:

1. I am an attorney duly admitted to the practice of law in the State of California. I am the principal of Gaines Law Corporation, counsel for Plaintiff Laura Acosta ("Plaintiff") in this Action. I have personal knowledge of the facts set forth herein and if called as a witness to testify to them, I could and would do so competently.

2. I obtained my BA degree from the University California at Santa Barbara in 2005. I majored in Film Studies.

3. Thereafter, I attended the Michigan State University College of Law ("MSU"). At MSU, I was the recipient of jurisprudence awards (highest grade) in Client Counseling and Interviewing and Complex Civil Litigation. At MSU, I focused my studies on complex litigation. I earned my JD and became a member of the California Bar in 2012.

4. After becoming a member of the Bar, I practiced law with my father (Kenneth S. Gaines) and brother (Daniel F. Gaines) at Gaines & Gaines, APLC. In January 2024, I started my own law firm, Gaines Law Corporation. My practice specializes in litigation, with an emphasis in employment disputes like this one. Over 95% of my practice is devoted to complex employment litigation similar to the instant action.

5. My firm has represented employees in employment matters such as this one, with an emphasis in wage and hour issues. I have participated, and have been certified as Court-approved class counsel, in dozens of class and representative action matters since my admission to the Bar. A true and correct list of some of the cases in which I have been appointed as class counsel is attached hereto as **Exhibit "A"**.

6. On September 12, 2024, Plaintiff Laura Acosta ("Plaintiff") transmitted a letter to the California Labor & Workforce Development Agency ("LWDA") and Defendant Seasons Catering, Inc. ("Defendant") that Plaintiff alleges to be in compliance with the exhaustion requirements of the California Private Attorneys General Act ("PAGA"), Labor Code §§ 2698, et seq., articulating claims related to Defendant's alleged failure to pay all minimum and overtime wages due; failure to provide compliant rest periods and/or pay premium wages in lieu thereof; failure to reimburse all necessary

1 business expenses incurred; failure to issue accurate itemized wage statements; and failure to timely
2 pay all final wages due upon separation of employment (the “PAGA Notice”). A true and correct
3 copy of the September 12, 2024 letter to the LWDA as well as the LWDA website upload
4 confirmation are attached hereto as **Exhibit “B.”**

5 7. On November 18, 2024, Plaintiff filed a Representative Action Complaint in the
6 Superior Court of the State of California for the County of Ventura (the “Operative Complaint”),
7 thereby commencing the instant lawsuit entitled Laura Acosta v. Seasons Catering, Inc, case number
8 2024CUOE033324 (the “Action”). Plaintiff filed her Complaint on behalf of herself, the State of
9 California, and other “Aggrieved Employees” as a representative PAGA action based on alleged
10 violations of California Labor Code and Industrial Welfare Commission (“IWC”) Wage Order
11 provisions, including Labor Code §§ 201, 202, 226(a), 226.3, 226.7, 510, 558, 1194, and 2802. The
12 Operative Complaint was uploaded to the LWDA on December 5, 2024. A true and correct copy of
13 the December 5, 2024 LWDA website upload confirmation is attached hereto as **Exhibit “C.”**

14 8. Defendant disputes and denies the allegations and claims asserted in the Action and
15 denies that the Action is suitable for representative treatment.

16 9. During the course of the litigation, my office and Defendant’s Counsel engaged in
17 informal discovery and fully shared the information and documents necessary for all sides to conduct
18 a legitimate investigation into the allegations of the Action and potential defenses thereto. The Parties
19 have reached their settlement only after such discovery and investigation were performed.

20 10. Prior to attending a mediation and during that mediation, Defendant produced
21 extensive information and documents, including, inter alia: (1) Plaintiff’s personnel files, timekeeping
22 records, payroll records, workers compensation claim files, and other employment related documents;
23 (2) Defendant’s employee handbooks, written employment policies, and training materials in effect
24 during the PAGA Period; (3) relevant correspondence between the Parties; (4) a representative
25 randomized sampling of corresponding time and pay records for 25% of Aggrieved Employees; and
26 (5) PAGA group composition data points, including, for both current and formerly-employed
27 Aggrieved Employees between the start of the PAGA Period (September 12, 2023) and the date of
28 mediation (April 3, 2025), total numbers of Aggrieved Employees, total approximate Pay Periods,

1 average hourly rates of pay, and total numbers of Aggrieved Employees who executed arbitration
2 agreements. The Parties attended a mediation with mediator Brandon Coen, Esq. on April 3, 2025,
3 wherein an agreement to settle the Action was reached.

4 11. The terms and conditions of the PAGA Settlement are set forth in the Parties' PAGA
5 Settlement Agreement (the "PAGA Settlement" or "PAGA Settlement Agreement"). The PAGA
6 Settlement Agreement resolves all claims for PAGA penalties that were alleged, or reasonably could
7 have been alleged, based on the PAGA Period facts asserted in the LWDA Letter and Operative
8 Complaint. Attached hereto as **Exhibit "D"** is a true and correct copy of the PAGA Settlement
9 Agreement.

10 12. Based on the information and documents obtained through informal discovery,
11 Plaintiff initially assessed the maximum value of the limited PAGA claims to be released by the
12 PAGA Settlement to be approximately \$129,900 (at the rate of a \$100 penalty for approximately
13 1,299 pay periods at issue, without stacking violations).

14 13. As set forth in the PAGA Settlement Agreement, the Gross Settlement Amount is
15 \$75,000.00, and includes an apportionment of attorneys' fees and costs, and payment to the
16 Settlement Administrator (there is no enhancement award to Plaintiff). By a separate confidential
17 agreement, the Parties have resolved all of Plaintiff's non-PAGA individual claims not alleged in the
18 Action through a comprehensive general release in favor of Defendant (the "Confidential Individual
19 Settlement Agreement"). In connection with her general release of all non-PAGA individual claims,
20 Plaintiff will be paid a confidential sum, separate from the Gross Settlement Amount. My office is
21 not recovering any attorney's fees from Plaintiff's individual settlement.

22 14. My office has submitted a copy of the PAGA Settlement Agreement, together with the
23 Stipulation, the accompanying Order and Judgement, and this Declaration, to the LWDA as required
24 by PAGA. Attached hereto as **Exhibit "E"** is a true and correct copy of the confirmation my office
25 received from the LWDA.

26 15. The Parties request that the Court enter the accompanying order approving the PAGA
27 Settlement, as permitted by Labor Code § 2699(l), and entering Judgment in accordance with the
28 terms and conditions of the PAGA Settlement Agreement.

1 I declare, under penalty of perjury, under the laws of the State of California, that the foregoing
2 is true and correct. Executed on May 5, 2025 at Westlake Village, California.

3
4 
5 EVAN S. GAINES

EXHIBIT A

Adams v. Sam's West, Inc., San Bernardino County Superior Court, Case No. CIVDS1403987

Amenhotep v. Google, Inc., Santa Clara County Superior Court, Case No. 17CV311528

Anaya v. Progressive Logistics Services, LLC, Riverside County Superior Court, Case No. RIC1308270

Aranda, et al. v. Universal Lumpers of California, Inc., San Joaquin County Superior Court, Case No. STK-UOE-2017-7826

Armendariz v. Integrated Pain Management Medical Group, Inc., Kern County Superior Court, Case No. BCV-19-100267-SDS

Barrow, et al. v. Desmond Foods, L.P., Sacramento County Superior Court, Case No. 34-2015-00187227

Bosser v. Hooked on Solar, Yolo County Superior Court, Case No. CVCV-2016-876

Bourland v. Horizon Personnel Services, Inc., Sacramento County Superior Court, Case No. 34-2014-00161365-CU-OE-GDS

Bowen v. IMI Material Handling Logistics, Inc., San Joaquin County Superior Court, Case No. STK-CV-UOE-2016-0000192

Branson v. Mladen Buntich Construction, San Bernardino County Superior Court, Case No. CIVDS1609129

Calhoun v. Celadon Trucking Services, Inc., USDC – Central District of California (Los Angeles), Case No. 5:16-cv-01351-PSG-FFM

Carlisle, et al. v. Professional Technical Security Services, Inc., Case No. CGC18569791

Carrillo v. Bimbo Bakeries, Inc., San Bernardino County Superior Court, Case No. CIVDS1606813

Cheifer, et al. v. WHGM, Inc., Los Angeles County Superior Court, Case No. LC104900

Contreras v. Osmose Utilities Services, Inc., San Bernardino County Superior Court, Case No. CIVDS1513998

Contreras v. West American Service Corporation, Kings County Superior Court, Case No. 14C0280

Cowen, et al. v. Evergreen Alliance Golf Limited, L.P., d/b/a Arcis Golf, San Bernardino County Superior Court, Case No. CIVDS1719283

Cunningham v. Performance Contracting, Inc., Contra Costa County Superior Court, Case No. C16-02157

Dabney v. Coneybeare, LLC, et al., Orange County Superior Court, Case No. 30-2018-00999989-CU-OE-CXC

Dabney, et al. v. Panera, LLC., San Bernardino County Superior Court, Case No. CIVDS1516030

Esakhani v. Central Valley Gaming, Stanislaus County Superior Court, Case No. 2020667

Espinosa v. Taltech Construction, et al., Los Angeles County Superior Court, Case No. BC590176

Espinosa v. Bodycote Thermal Processing, Inc., Los Angeles County Superior Court, Case No. BC501617

Espinoza v. Pabco Building Products, LLC, Los Angeles County Superior Court, Case No. VC065660

Friel v. Midwest Construction Services, Inc., San Joaquin County Superior Court, Case No. 39-2015-00329204-CU-OE-STK

Gagnon v. Banc of California, Contra Costa County Superior Court, Case No. C 15-00196

Geer v. Applied Aerospace Structures Corp., San Joaquin County Superior Court, Case No. 39-2014-00313702-CU-OE-STK

Getz v. California Cinema Investments, Inc., Ventura County Superior Court, Case No. 56-2013-00437706-CU-MC-VTA

Guerrero v. Main Electric Supply Company LLC, Ventura County Superior Court, Case No. 56-2019-00525427-CU-OE-VTA

Gutierrez v. Asset Management Specialists, Inc., Fresno County Superior Court, Case No. 12CECG03577

Hurtado v. Rush Truck Centers of California, Inc., Los Angeles County Superior Court, Case No. BC427672

Ibrihim v. Imperfect Foods, Inc., San Joaquin County Superior Court, Case No. STK-VI-UOE-2019-0000846

Jenkins v. Sedgwick Claims Management Services, Inc., Los Angeles Superior Court, Case No. LC101648

Job v. California Security Services, Yuba County Superior Court, Case No. 14-0000820

Kunsman v. Punch Bowl Sacramento, LLC, et al., Sacramento County Superior Court, Case No. 34-2018-00243175

LaFear v. Encore Education Corporation, San Bernardino County Superior Court, Case No. CIVDS1802251

Lanzarin v. AWI Management Corporation, Solano County Superior Court, Case No. FCS041809

Lewis v. American Casino & Entertainment Properties LLC, San Bernardino County Superior Court, Case No. CIVDS1719094

Leon v. Piercey West Inc., Los Angeles County Superior Court, Case No. BC656874

Lingad v. Top Quality Manufacturing, LLC, Los Angeles County Superior Court, Case No. 24STCV03079

Lopez v. Go Green Auto Spa Franchise, Inc., et al., Los Angeles County Superior Court, Case No. BC 562212

Macias v. American Tire Distributors, Inc., Kern County Superior Court, Case No. BCV-18-101586

Mayne v. John Muir Behavioral Health, Contra Costa County Superior Court, Case No. C17-00998

Molina v. Berkshire Hathaway Energy Company, et al., Imperial County Superior Court, Case No. ECU000522

Myles v. Central Transport LLC, San Bernardino County Superior Court, Case No. CIVDS1401434

Ochoa v Agusa, Kings County Superior Court, Case No. 24CU0042

Rambeau v. C.C.M. Corporation, et al., Sacramento County Court, Case No. 34-2018-00244842

Rankins v. Roman Empire Living Skills, Inc., Los Angeles County Superior Court, Case No. BC713399

Richard v. A-Para Transit Corp., Alameda County Superior Court, Case No. HG17870373

Roden v. Service Champions, San Bernardino County Superior Court, Case No. CIVDS1613183

Sebrell v. Pomeroy IT Solutions, San Bernardino County Superior Court, Case No. CIVDS1721560

Seymour v. Quest Service Group, LLC, Sacramento County Superior Court, Case No. 34-2017-00206917

Smith v. Steelcase, Inc., San Bernardino County Superior Court, Case No. CIVDS1725850

Sohal v. Foster Poultry Farms, Stanislaus County Superior Court, Case No. 2026605

Solorzano v. FDS Manufacturing Corporation, Los Angeles County Superior Court, Case No. BC542532

Spitzer, et al. v. FRHI Hotels & Resorts (Canada) Inc., San Bernardino County Superior Court, Case No. CIVDS1712220

Thompson v. Sidhu Truck Line, Inc., Kern County Superior Court, Case No. BCV-15-101308-DRL

Tripp v. California Guest Services, Inc., Plumas County Superior Court, Case No. CV16-00036

Valdez v. Diamond Landscaping, Inc., Los Angeles County Superior Court, Case No. BC497097

Valencia v. American Team Managers, Inc., Orange County Superior Court, Case No. 30-2016-00857365-CU-CR-CXC

Warner v. Waterdrops Express Car Wash, LLC, Tulare County Superior Court, Case No. 265708

White v. Sally Beauty Supply, LLC, Imperial County Superior Court, Case No. ECU08177

Winningham v. Storer Transportation Service, San Joaquin County Superior Court, Case No. 39-2015-00324708-CU-STK

Woods, et al. v. F&B Innovations, LLC, San Bernardino County Superior Court, Case No. CIVDS1717765

Wright v. Social Vocational Services, Inc., Kern County Superior Court, Case No. BCV-15-101264

EXHIBIT B

Subject: Thank you for submission of your PAGA Case.

Date: Thursday, September 12, 2024 at 3:14:37 PM Pacific Daylight Time

From: noreply@salesforce.com on behalf of LWDA DO NOT REPLY

To: Evan Gaines

9/12/2024

LWDA Case No. LWDA-CM-1050270-24

Law Firm : Gaines Law Corporation

Plaintiff Name : Laura Acosta

Employer: Seasons Catering, Inc.

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 C

Subject: Thank you for your Court Complaint Submission.

Date: Thursday, December 5, 2024 at 11:00:28 AM Pacific Standard Time

From: DIR PAGA Unit

To: Evan Gaines

12/05/2024 11:00:17 AM

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

Item submitted: Court Complaint

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

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

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

EXHIBIT D

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement (“Agreement”) is made by and between plaintiff Laura Acosta (“Plaintiff”) and defendant Seasons Catering, Inc. (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

- 1.1. “Action” means the Plaintiff’s PAGA (as defined herein) lawsuit alleging wage and hour violations against Defendant captioned *Laura Acosta v. Seasons Catering, Inc.* initiated on November 18, 2024 and pending in Superior Court of the State of California, County of Ventura, case no. 2024CUOE033324.
- 1.2. “Administrator” means Phoenix Settlement Administrator, the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with approval of this Settlement.
- 1.4. “Aggrieved Employee” means a person employed by Defendant in California as an hourly, nonexempt employee who worked for Defendant during the PAGA Period.
- 1.5. “Aggrieved Employee Data” means Aggrieved Employee identifying information in Defendant’s possession including the Aggrieved Employee’s name, last-known mailing address, Social Security number, and number of PAGA Pay Periods.
- 1.6. “Aggrieved Employee Address Search” means the Administrator’s investigation and search for current Aggrieved Employee mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Aggrieved Employees.
- 1.7. “Approval Order” means the Court Order Granting Approval of PAGA Settlement.
- 1.8. “Court” means the Superior Court of California, County of Ventura.
- 1.9. “Defendant” means named Defendant Seasons Catering, Inc.
- 1.10. “Defense Counsel” means O’Hagan Meyer LLP.
- 1.11. “Effective Date” means the date the Court enters an Order Approving the PAGA Settlement.
- 1.12. “Final Order” means the Order entered by the Court based upon the Approval.

- 1.13. “Gross Settlement Amount” means \$75,000.00, which is the total amount Defendant shall be obligated to pay under the Settlement, except as provided in Paragraph 8 below. The Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment.
- 1.14. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 35% of the PAGA Penalties calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period.
- 1.15. “LWDA” means the California Labor and Workforce Development Agency.
- 1.16. “LWDA PAGA Payment” means the 65% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subdivision (m).
- 1.17. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid as PAGA Penalties, allocated 35% to the Aggrieved Employees as Individual PAGA Payments and 65% to the LWDA as the LWDA PAGA Payment.
- 1.18. “PAGA” means the Private Attorneys General Act (Lab. Code §§ 2698, et seq.).
- 1.19. “PAGA Counsel” means Evan Gaines of Gaines Law Corporation, the attorneys representing the Plaintiff in the Action.
- 1.20. “PAGA Counsel Fees Payment” and “PAGA Counsel Litigation Expenses Payment” mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.
- 1.21. “PAGA Notice” means Plaintiff’s September 12, 2024 letter to Defendant and the LWDA (LWDA case no. LWDA-CM-1050270-24) providing notice pursuant to Labor Code section 2699.3, subdivision (a).
- 1.22. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendant in California as an hourly, non-exempt employee for at least one day during the PAGA Period.
- 1.23. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Net Settlement Amount, allocated 35% to the Aggrieved Employees and 65% to the LWDA in settlement of PAGA claims.
- 1.24. “PAGA Period” means the period from September 12, 2023 through June 2, 2025.

- 1.25. “Plaintiff” means Laura Acosta, the named plaintiff in the Action.
- 1.26. “Released PAGA Claims” means the claims being released by the Plaintiff and PAGA Counsel and as described in Paragraph 5 below.
- 1.27. “Released Parties” means Defendant and each of its former, present, and future owners, parents, subsidiaries, and affiliates, and all of their current, former, and future officers, directors, members, managers, employees, consultants, partners, shareholders, joint venturers, agents, predecessors, successors, assigns, accountants, insurers, reinsurers, and/or legal representatives.
- 1.28. “Settlement” means the disposition of the Action effected by this Agreement and the Final Order.

2. RECITALS.

- 2.1. On November 18, 2024, Plaintiff commenced this Action by filing a Representative Action Complaint alleging a single cause of action against Defendant for PAGA civil penalties—on behalf of herself, other current and former hourly nonexempt employees in California, and the State of California—predicated on allegations that Defendant failed to pay minimum and overtime wages; failed to provide compliant rest periods and/or premium pay in lieu thereof; failed to provide accurate itemized wage statements; failed to reimburse necessary expenses incurred; and failed to timely pay final wages upon separation of employment. The Representative Action Complaint is the operative complaint in the Action (the “Operative Complaint”). Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in in the Operative Complaint, and denies any and all liability for the causes of action alleged.
- 2.2. Pursuant to Labor Code section 2699.3, subdivision (a), Plaintiff gave timely written notice to Defendant and the LWDA by sending the PAGA Notice.
- 2.3. On April 3, 2025, the Parties participated in a mediation presided over by mediator Brandon Coen, Esq., which led to this Agreement to settle the Action.
- 2.4. Prior to mediation, Plaintiff obtained, through informal discovery, relevant information and documents, including, *inter alia*: (1) Plaintiff’s personnel files, timekeeping records, payroll records, workers compensation claim files, and other employment related documents; (2) Defendant’s employee handbooks, written employment policies, and training materials in effect during the PAGA Period; (3) relevant correspondence between the Parties; (4) a representative randomized sampling of corresponding time and pay records for 25% of Aggrieved Employees; and (5) PAGA group composition data points, including, for both current and formerly-employed Aggrieved Employees between the start of the PAGA Period (September 12, 2023) and the date of mediation (April 3, 2025), total numbers of Aggrieved Employees, total approximate Pay Periods, average hourly rates of pay, and total numbers of Aggrieved Employees who executed arbitration agreements.

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

3. MONETARY TERMS.

- 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below, Defendant promises to pay \$75,000.00 and no more as the Gross Settlement Amount. Defendant has no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.
- 3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Order:
- 3.2.1. To PAGA Counsel: A PAGA Counsel Fees Payment of not more than 35% of the Gross Settlement Amount which is currently estimated to be \$26,250.00 and PAGA Counsel Litigation Expenses Payment of not more than \$10,000.00. Defendant will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. If the Court so requires, Plaintiff and/or PAGA Counsel will file an application, stipulation, or motion for PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to PAGA Counsel or any other Plaintiff's Counsel arising from any claim to any portion any PAGA Counsel Fees Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments.
- 3.2.2. To the Administrator: An Administration Expenses Payment not to exceed \$2,750.00 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than \$2,750.00, the Administrator will retain the remainder in the Net Settlement Amount.
- 3.2.3. To the LWDA and Aggrieved Employees: After making the above deductions from the Gross Settlement Amount in amounts approved by the Court for the PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment,

and Administration Expenses Payment, the remainder (“Net Settlement Amount”) shall be paid as PAGA Penalties, with 65% allocated to the LWDA PAGA Payment and 35% allocated to the Individual PAGA Payments.

3.2.3.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees’ 35% share of PAGA Penalties by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period, and (b) multiplying the result by each Aggrieved Employee’s PAGA Period Pay Periods. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

4. SETTLEMENT FUNDING AND PAYMENTS.

- 4.1. Aggrieved Employee Pay Periods. Based on a review of its records to date, Defendant estimates there are 67 Aggrieved Employees who worked a total of approximately 1,299 PAGA Pay Periods (between the start of the PAGA Period on September 12, 2023 and the date of mediation on April 3, 2025).
- 4.2. Aggrieved Employee Data. Not later than 15 days after the Court grants approval of the Settlement, Defendant will simultaneously deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employee’ privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify PAGA Counsel if it discovers that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data to the Administrator as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Aggrieved Employee Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.
- 4.3. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than 30 days after the Effective Date.
- 4.4. Payments from the Gross Settlement Amount. Within 14 days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the PAGA Counsel Fees Payment, and the PAGA Counsel Litigation Expenses Payment.

- 4.4.1. The Administrator will issue checks for the Individual PAGA Payments and send them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.
 - 4.4.2. The Administrator must conduct an Aggrieved Employee Address Search for all Aggrieved Employees whose checks are returned undelivered without USPS forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Aggrieved Employee Address Search. The Administrator need not take further steps to deliver checks to Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Aggrieved Employee whose original check was lost or misplaced, requested by the Aggrieved Employee prior to the void date.
 - 4.4.3. For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee.
 - 4.4.4. The payment of Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to the Aggrieved Employees (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.
5. **RELEASES OF CLAIMS.** Effective on the date when Defendant fully funds the entire Gross Settlement Amount, Plaintiff and PAGA Counsel will release claims against all Released Parties as follows:
 - 5.1. Plaintiff's Release. Plaintiff and her respective former and present spouses, representatives, agents, attorneys (including PAGA Counsel), heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims for PAGA penalties, including, but not limited to, all PAGA claims that were, or reasonably could have been, alleged, based on the facts contained in the Operative Complaint and the PAGA Notice ("Plaintiff's Release"). Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, or workers' compensation benefits that arose at any time. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them. This Agreement does not impact or

otherwise impair or affect Plaintiff's non-PAGA claims, which are subject to a separate settlement agreement that is contingent upon court approval of the instant PAGA Settlement.

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

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

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

5.3. Release by PAGA Counsel: PAGA Counsel release, on behalf of their present and former attorneys, employees, agents, successors, and assigns, the Released Parties from all claims for PAGA Fees incurred in connection with the Operative Complaint and the PAGA Period facts stated in the Operative Complaint and the PAGA Notice.

6. MOTION, STIPULATION, OR APPLICATION FOR APPROVAL OF SETTLEMENT.

The Parties agree to jointly prepare and file an application, stipulation, or motion for approval of this Settlement.

6.1. Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor Code section 2699, subdivision (s)(2), including (i) a draft proposed Order Granting Approval of PAGA Settlement; and (ii) a signed declaration from PAGA Counsel firm attesting to its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Lab. Code section 2699.3, subd. (a)), Operative Complaint (Lab. Code § 2699, subd. (s)(1)), and this Agreement (Lab. Code § 2699, subd. (s)(2))); and all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Administrator.

6.2. Responsibilities of PAGA Counsel. PAGA Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the application, stipulation, or motion for approval of this Settlement after the full execution of this Agreement and, if necessary, obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion. PAGA Counsel is responsible for delivering the Court's Approval Order to the Administrator.

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

7. SETTLEMENT ADMINISTRATION.

- 7.1. Selection of Administrator. The Parties have jointly selected Phoenix Settlement Administrator to serve as the Administrator and verified that, as a condition of appointment, Phoenix Settlement Administrator agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.
- 7.2. Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.
- 7.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.
- 7.4. Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

8. AGGRIEVED EMPLOYEE SIZE ESTIMATES AND ESCALATOR CLAUSE.

Based on its records, Defendant estimates that, as of the date of this Settlement Agreement, there are 67 Aggrieved Employees who worked a total of approximately 1,299 Pay Periods (between the start of the PAGA Period on September 12, 2023 and the date of mediation on April 3, 2025). If the number of Pay Periods worked by the Aggrieved Employees is greater than 10% above that estimated by Defendant, or 1,429 Pay Periods worked, then Plaintiff shall have the right to request a pro-rata increase in the Gross Settlement Amount equal to the percentage increase in Pay Periods above 1,429 (e.g., if the total Pay Periods increases by 12%, then a 2% increase to the Gross Settlement Amount).

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

10. ADDITIONAL PROVISIONS.

- 10.1. No Admission of Liability or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree that representative treatment is for purposes of this Settlement only. If, for any reason the Court does not approve this Settlement, Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to contest Defendant's defenses.
- 10.2. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.
- 10.3. Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments or addendums to this Agreement.
- 10.4. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence, and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.
- 10.5. No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Parties in this Settlement.
- 10.6. No Tax Advice. Neither Plaintiff, PAGA Counsel, Defendant, nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 10.7. Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.

- 10.8. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 10.9. Applicable Law. All terms and conditions of this Agreement will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 10.10. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 10.11. Confidentiality. To the extent permitted by law, all agreements made, and orders entered during the Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 10.12. Use and Return of Aggrieved Employee Data. Information provided to PAGA Counsel pursuant to Evidence Code section 1152, and all copies and summaries of the PAGA Data provided to PAGA Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the Administrator discharges its obligation to pay out of all Settlement funds, Plaintiff shall destroy all paper and electronic versions of Aggrieved Employee Data received from Defendant unless, prior to the Administrator's payment of all Settlement Funds, Defendant makes a written request to PAGA Counsel for the return, rather than the destructions, of Aggrieved Employee Data.
- 10.13. Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 10.14. Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.
- 10.15. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.
- 10.16. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement, pursuant to Code of Civil

Procedure section 583.330, to extend the date to bring a case to trial under Code of Civil Procedure section 583.310 for the entire period of this settlement process.

10.17. The Parties agree that the Court shall have continuing jurisdiction over the Agreement and Settlement terms pursuant to Code of Civil Procedure section 664.6.

PLAINTIFF:

LAURA ACOSTA

Dated: _____

Laura Acosta
Plaintiff

DEFENDANT:

SEASONS CATERING, INC.

Dated: 4/30/2025

Gabrielle Moes
By: Gabrielle Moes
Title: President

APPROVED AS TO FORM BY COUNSEL

PAGA COUNSEL:

GAINES LAW CORPORATION

Dated: _____

Evan Gaines
Attorneys for Plaintiff

DEFENSE COUNSEL:

O'HAGAN MEYER LLP

Dated: April 30, 2025

William B. Richards, Jr.
Attorneys for Defendant

Procedure section 583.330, to extend the date to bring a case to trial under Code of Civil Procedure section 583.310 for the entire period of this settlement process.

10.17. The Parties agree that the Court shall have continuing jurisdiction over the Agreement and Settlement terms pursuant to Code of Civil Procedure section 664.6.

PLAINTIFF:

Dated: 5-1-2025

LAURA ACOSTA

Laura Acosta

Laura Acosta
Plaintiff

DEFENDANT:

Dated: _____

SEASONS CATERING, INC.

By: _____

Title: _____

APPROVED AS TO FORM BY COUNSEL

PAGA COUNSEL:

Dated: 5-1-25

GAINES LAW CORPORATION

Evan Gaines
Attorneys for Plaintiff

DEFENSE COUNSEL:

Dated: _____

O'HAGAN MEYER LLP

William B. Richards, Jr.
Attorneys for Defendant

EXHIBIT E

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

PROOF OF SERVICE AND CERTIFICATION

I am employed in the County of VENTURA, State of California. I am over the age of 18 and not a party to the within action; my business address is 4550 East Thousand Oaks Blvd., Suite 100, Westlake Village, CA 91362.

_____ (For messenger) my business address is:

On May 6, 2025, I served the foregoing document described as **DECLARATION OF EVAN S. GAINES IN SUPPORT OF STIPULATION APPROVING SETTLEMENT PURSUANT TO THE PRIVATE ATTORNEYS GENERAL ACT** on the interested parties in this action by placing a true copy thereof enclosed in sealed envelopes addressed as follows:

Katherine Den Bleyker, Esq.
William B. Richards, Jr., Esq.
Kris Khodaverdian, Esq.
O'HAGEN MEYER
550 S. Hope Street,
Suite 2400
Los Angeles, CA 90071
wrichards@ohaganmeyer.com
kdenbleyker@ohaganmeyer.com
kkhodaverdian@ohaganmeyer.com
TArmendariz@ohaganmeyer.com

_____ (BY x U.S. MAIL/ BY ☐ CERTIFIED MAIL, RETURN RECEIPT REQUESTED) The sealed envelope was mailed with postage thereon fully prepaid. I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. It is deposited with United States postal service on that same day in the ordinary course of business. I am aware that on motion of party served, service is presumed invalid if postal cancellation date or postage meter date is more that one day after date of deposit for mailing in affidavit.

_____ (BY FEDERAL EXPRESS OR OTHER OVERNIGHT SERVICE) I deposited the sealed envelope in a box or other facility regularly maintained by the express service carrier or delivered the sealed envelope to an authorized carrier or driver authorized by the express carrier to receive documents.

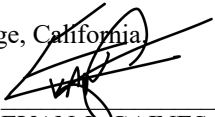
 X (BY ELECTRONIC SERVICE) The above-stated document was submitted for service by electronic transmission via email pursuant to an agreement between counsel on the counsel of record listed above.

 X (UPLOADED TO LWDA WEB PORTAL) I caused the above-described documents to be delivered to the Labor & Workforce Development Agency via online process at the PAGA Filing website (www.dir.ca.gov) in accordance with the procedure imposed by the LWDA.

I certify that the above document was printed on recycled paper.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on May 6, 2025, at Westlake Village, California



EVAN S. GAINES, ESQ.