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9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

10 **FOR THE COUNTY OF CONTRA COSTA**

11 KAMURE KIZART, as an aggrieved employee
pursuant to the Private Attorneys General Act
12 (“PAGA”), on behalf of the State of California
and other non-party Aggrieved Employees,

13 Plaintiff,

14 v.

15 PUBLIC HEALTH FOUNDATION
16 ENTERPRISES, INC., a California corporation;
and DOES 1 through 10, inclusive,

17 Defendants.
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Case No. C24-03522

Assigned to the Hon. Edward G. Weil

**NOTICE OF MOTION AND MOTION FOR
COURT APPROVAL OF THE PARTIES’
PAGA SETTLEMENT; MEMORANDUM OF
POINTS AND AUTHORITIES IN SUPPORT**

Date: TBD
Time: 9:00 a.m.
Place: Department 39

Complaint Filed: December 26, 2024
Trial Date: None Set

1 **TO THE HONORABLE COURT, ALL PARTIES, AND THEIR ATTORNEYS OF RECORD:**

2 **PLEASE TAKE NOTICE** that on TBD, at 9:00 a.m., or as soon thereafter as counsel may be
3 heard, in Department 39 of the above-captioned court, located at 725 Court Street, Martinez, California
4 94533, the Honorable Edward G. Weil presiding, Plaintiff Kamure Kizart will, and hereby does, move
5 this Court for entry of an order and judgment approving the Parties' PAGA settlement pursuant to Labor
6 Code section 2699(s)(2).

7 This Motion is based upon: (1) this Notice of Motion and Motion; (2) the Memorandum of
8 Points and Authorities in Support of Motion for Court Approval of the PAGA Settlement; (3) the
9 Declaration of Raul Perez, which attaches the PAGA Settlement Agreement; (4) the Declaration of
10 Kamure Kizart; (5) the records, pleadings, and papers filed in this action; and (6) upon such other
11 documentary and oral evidence or argument as may be presented to the Court at or prior to the hearing of
12 this Motion.

13 As this Motion is unopposed, the Parties respectfully request relief from the page limit
14 requirement set by California Rules of Court, Rule 3.1113(10).
15

16 Dated: December 12, 2025

Respectfully submitted,

17 By: _____

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Roxanna Tabatabaeepour
Ryan Tish
Alexander Wallin
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Attorney for Plaintiff Kamure Kizart
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MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION

Pursuant to the Labor Code Private Attorneys General Act of 2004 (Lab. Code. §§ 2698, *et seq.*, “PAGA”), Plaintiff Kamure Kizart (“Plaintiff”) seeks Court approval of the settlement of her claim for PAGA civil penalties with Defendant Public Health Foundation Enterprises, Inc. (“Defendant”) (collectively with Plaintiff, the “Parties”). The total amount of the settlement for this hard-fought litigation is \$1,000,000.

The PAGA provides that “[t]he superior court shall review and approve any settlement of any civil action filed pursuant to this part.” Lab. Code § 2699(s)(2). In *Moniz v. Adecco USA, Inc.*, 72 Cal. App. 5th 56 (2021), the Court of Appeal explained that similar to class action settlements, the trial court should satisfy itself that the settlement is “fair, adequate, and reasonable” in view of PAGA’s “purposes and policies.” The statute does not, however, require the two-step process utilized in class actions. *See Salazar v. Sysco Central Cal.*, No. 15-01758-DAD, 2017 WL 1135801, *2 (E.D. Cal. Feb. 2, 2017) (rejecting the application of class action settlement rules and procedures for PAGA settlement approval). Nothing in the PAGA changes the strong judicial preference in support of approving settlements.

The principal terms of the PAGA Settlement Agreement¹ are as follows:

- (1) A non-reversionary Gross Settlement Amount of \$1,000,000, which includes payments to the LWDA and Aggrieved Employees for their respective shares of the PAGA Penalties Fund, Plaintiff’s attorneys’ fees and litigation costs, Plaintiff’s Service Award, and Settlement Administration Costs.
- (2) The creation of a PAGA Penalties Fund of approximately \$631,667, which will be paid to Aggrieved Employees and the LWDA in full satisfaction of all Settled Claims (“PAGA Penalties Fund”).
 - (a) Sixty-five percent of the PAGA Penalties Fund, or approximately \$410,583.55, will be paid to the LWDA.

¹ Unless indicated otherwise, all capitalized terms used herein have the same meaning as those defined by the PAGA Settlement Agreement, which is attached as Exhibit 1 to the Declaration of Raul Perez filed in conjunction with this motion.

(b) Thirty-five percent of the PAGA Penalties Fund, or approximately \$221,083.45, will be paid to Aggrieved Employees.

(c) Aggrieved Employees are all persons who were employed by Defendant in California as non-exempt, hourly-paid employees at any time from October 21, 2023 through November 19, 2025 (“Aggrieved Employees”). There are approximately 2,600 Aggrieved Employees.

(3) A Service Award of \$10,000 to Plaintiff as consideration for her service on behalf of the State of California and Aggrieved Employees, and for a general release of all claims she may have against Defendant arising out of her employment.

(4) Reasonable attorneys’ fees and costs under Labor Code section 2699(k)(1) for Plaintiff’s Counsel’s successful prosecution and resolution of this action. Plaintiff requests \$333,333 in attorneys’ fees and \$10,000 in costs for her counsel, Capstone Law APC (“Plaintiff’s Counsel”).

(5) Settlement Administration Costs of approximately \$15,000 to ILYM Group, Inc.

The civil penalties secured by the settlement represent a fair compromise of Plaintiff’s PAGA claim in view of the risks of continued litigation and the hotly contested issues of law and fact relating to PAGA claims. The Settlement accomplishes PAGA’s objectives by imposing sufficient civil penalties “to punish and deter” Defendant from committing any of the Labor Code violations alleged, while also ensuring that the penalties are not “unjust, arbitrary and oppressive, or confiscatory.” Cal. Lab. Code § 2699(e)(2); *Iskanian v. CLS Transp. Los Angeles, LLC*, 59 Cal. 4th 348, 384 (2014).

For these reasons, Plaintiff respectfully requests that the Court approve the Settlement and enter the proposed Order Approving the PAGA Settlement Agreement and the proposed Judgment.

II. FACTS AND PROCEDURE

A. Brief Overview of the Litigation

Defendant is a California corporation that provides program and support services to improve the health and well-being of communities, with a large number of locations in California. Plaintiff worked for Defendant as a Shelter Specialist at Defendant’s Brookside Shelter location in Richmond, California from approximately July 2023 to April 2024. (Declaration of Kamure Kizart ¶ 2.)

1 Plaintiff filed this PAGA action against Defendant on December 26, 2024. (Declaration of Raul
2 Perez [“Perez Decl.”] ¶ 2.) The Complaint seeks PAGA civil penalties for Defendant’s alleged violation
3 of California Labor Code sections: (a) 510 and 1198 (unpaid overtime); (b) 1182.12, 1194, 1197, 1197.1,
4 and 1198 (unpaid minimum wages); (c) 512(a), 516, and 1198 (failure to provide meal periods); (d)
5 226.7, 516, and 1198 (failure to authorize and permit rest periods); (e) 226(a), 1174(d), and 1198 (non-
6 compliant wage statements and failure to maintain accurate payroll records); (f) 227.3 (failure to pay
7 vested vacation wages); (g) 204 (failure to timely pay wages during employment); (h) 201 and 202
8 (failure to timely pay final wages upon termination); and (i) 2802 (unreimbursed business expenses).

9 Following the production of Defendant’s relevant California labor policies and procedures
10 materials, and Aggrieved Employees’ time and payroll records, the Parties participated in a mediation
11 with the Howard R. Broadman (Ret.), on November 19, 2025. (Perez Decl. ¶ 3.) At all times, the Parties’
12 negotiations were adversarial and non-collusive. (*Id.*) Judge Broadman helped to manage the Parties’
13 expectations and provided a useful, neutral analysis of the issues and risks to both sides. (*Id.*)

14 With Judge Broadman’s guidance, the Parties were eventually able to negotiate a complete
15 settlement of Plaintiff’s claims. (Perez Decl. ¶ 4.) The terms of the settlement are now set forth in
16 complete and final form in the PAGA Settlement Agreement. (*Id.*, Ex. 1.) The Settlement constitutes a
17 fair, adequate, and reasonable compromise of the claims at issue. (*Id.*)

18 **B. The Parties Negotiated a Fair and Reasonable Settlement of Plaintiff’s Claims**

19 **1. Terms of the Settlement and Distribution of PAGA Penalties**

20 The Settlement Agreement provides that Defendant will pay a total of \$1,000,000 to settle this
21 Action. (Settlement Agreement ¶ 11.) From this amount, payments will be made to: (a) the LWDA and
22 Aggrieved Employees; (b) Plaintiff as compensation for her service on behalf of the State, and for a
23 general release of claims arising out of her employment with Defendant; (c) Plaintiff’s Counsel for their
24 attorneys’ fees and litigation costs; and (d) the Settlement Administrator (ILYM) for settlement
25 administration costs. (*Id.* at ¶¶ 12-16.)

26 The resulting balance will be distributed to the LWDA and Aggrieved Employees: the LWDA
27 will receive approximately \$410,583.55, and Aggrieved Employees will receive approximately
28 \$221,083.45. (*Id.*) The Aggrieved Employees encompassed by the proposed Settlement are all persons

1 who were employed by Defendant in California as non-exempt, hourly-paid employees at any time from
2 October 21, 2023 through November 19, 2025. (*Id.* at ¶ 2.) There are approximately 2,600 Aggrieved
3 Employees. (*Id.* at ¶ 16.)

4 **2. Allocations to the LWDA and Aggrieved Employees**

5 Payments to Aggrieved Employees will be made from the PAGA Penalties Fund. The individual
6 allocations will be calculated on a pro-rata basis using the number of pay periods worked by each
7 employee. Defendant will provide the total number of pay periods worked by each Aggrieved Employee
8 and the total number of pay periods worked by all Aggrieved Employees during the Settlement Period.
9 (Settlement Agreement ¶ 12.)

10 Defendant will calculate each Aggrieved Employee's payment using the proportional number of
11 pay periods during which the employee worked. (*Id.* at ¶ 12(a).) Thus, the Settlement Administrator will
12 perform the following calculation to calculate individual payments: Settlement Payment = (35% of
13 PAGA Penalties Fund) × (pay periods worked by individual Aggrieved Employee during the Settlement
14 Period ÷ total pay periods worked by all Aggrieved Employees during the Settlement Period). (*Id.* at ¶
15 12(b).)

16 This is a fair and equitable means of allocating the penalties. Aggrieved Employees who worked
17 for a longer duration during the Settlement Period will receive proportionally larger payments than those
18 employees who worked for shorter durations.

19 **3. The Settled PAGA Claims**

20 Upon the Funding Date, Plaintiff and all Aggrieved Employees will be forever barred from
21 pursuing against Defendant any and all Settled Claims during the Settlement Period:

22 Any and all claims for PAGA civil penalties under the California Labor Code,
23 Wage Orders, regulations, and/or other provisions of law which were alleged or
24 which could have been alleged to have been violated in the Action with respect
to Aggrieved Employees based on the facts alleged in the Action during the
Settlement Period.

25 (Settlement Agreement ¶¶ 9, 21.) Aggrieved Employees, other than Plaintiff, will not be deemed to have
26 released any individual wage and hour claims by virtue of this Settlement. (*Id.* at ¶ 21.)

27 Additionally, Plaintiff has agreed to a broader general release of all claims of any kind against
28 Defendant. (*Id.* at ¶ 14.)

1 **III. ARGUMENT**

2 **A. The PAGA Penalties Secured by the Settlement Are Genuine and Meaningful, and**
3 **Fulfill PAGA’s Underlying Purpose To Benefit the Public**

4 Under PAGA, an aggrieved employee may bring a civil action personally and on behalf of other
5 current or former employees to recover civil penalties for Labor Code violations. *Iskanian*, 59 Cal. 4th at
6 380. Sixty-five percent of any penalties recovered go to the LWDA, leaving the remaining thirty-five
7 percent for aggrieved employees. Cal. Lab. Code § 2699(m). PAGA is intended “to augment the limited
8 enforcement capability of [LWDA] by empowering employees to enforce the Labor Code as
9 representatives of the Agency.” *Id.* at 383. A judgment in a PAGA action binds all those, including non-
10 party aggrieved employees, who would be bound by a judgment in an action brought by the government.
11 *Id.* at 381.

12 A superior court must review and approve any PAGA settlement. Cal. Lab. Code § 2699(s)(2).
13 The court’s review “ensur[es] that any negotiated resolution is fair to those affected.” *Williams v.*
14 *Superior Court*, 3 Cal. 5th 531, 549 (2017). The Court’s evaluation of the settlement must “determine
15 whether it is fair, reasonable, and adequate in view of PAGA’s purposes to remediate present labor law
16 violations, deter future ones, and to maximize enforcement of state labor laws.” *Moniz*, 72 Cal. App. 5th
17 at 77.

18 The Court’s evaluation of the settlement should therefore not focus on “restitution”—the average
19 recovery per aggrieved employee, as in a class action settlement, but rather take into account PAGA’s
20 statutory purpose in deterring Labor Code violations through the imposition of civil penalties, with
21 special attention on whether the relief is “genuine and meaningful.” *Salazar*, 2017 WL 1135801 at *2.

22 **B. Plaintiff’s Counsel Conducted a Thorough Investigation of the Factual and Legal**
23 **Issues and Were Thus Able to Objectively Assess the Settlement’s Reasonableness**

24 As set forth in greater detail in Plaintiff’s Counsel’s declaration in support of the Motion, based
25 on their analysis of documents and employee data produced by Defendant, including Defendant’s
26 relevant California labor policies and procedures materials, and Aggrieved Employees’ time and payroll
27 records, Plaintiff’s Counsel were able to realistically assess the value of Plaintiff’s claims and
28 intelligently engage defense counsel in settlement discussions that culminated in the proposed settlement

1 now before the Court. (Perez Decl. ¶¶ 5-8.)

2 By engaging in a thorough investigation and evaluation of Plaintiff's claims, Plaintiff's Counsel
3 can opine that the Settlement, for the consideration and on the terms set forth in the Settlement
4 Agreement, is fair, reasonable, and adequate, and is in the best interests of the LWDA and Aggrieved
5 Employees in light of all known facts and circumstances, including the risk of significant delay and
6 uncertainty associated with litigation, various defenses asserted by Defendant. (*Id.* at ¶ 10.)

7 **C. The Settlement Is Reasonable Given the Risks of Further Litigation**

8 In assessing whether the amount of civil penalties is genuine and meaningful, the Court may
9 balance the amount in penalties against the risks of further litigation. Here, Plaintiff obtained a
10 meaningful amount of civil penalties despite facing hurdles had the litigation continued. Based on
11 information and evidence produced by Defendant during discovery, Plaintiff's Counsel determined that
12 Aggrieved Employees worked during a total of approximately 72,000 pay periods during the PAGA
13 statute of limitations period. Under the amended PAGA statute, penalties range from \$15 to \$50 per
14 employee per pay period for isolated or cured violations, up to the traditional \$100 initial and \$200
15 subsequent penalty structure for repeated or willful violations.

16 However, a number of courts have found that the "subsequent" penalty under PAGA applies
17 only after a court or the Labor Commissioner determines that the employer has violated the Labor Code.
18 *See Gunther v. Alaska Airlines, Inc.*, 72 Cal. App. 5th 334, 356 (2021) ("the increased \$200 civil penalty
19 for 'subsequent violation[s]' does not apply unless [Plaintiff] presents evidence that the Labor
20 Commission or a court notified [Defendant] that it was in violation of the Labor Code."); *Bernstein v.*
21 *Virgin Am., Inc.*, 990 F.3d 1157, 1173 (9th Cir. 2021) (reversing judgment as to "heightened civil
22 penalties" because the defendant was not given notice by the Labor Commissioner when the
23 "subsequent" violations occurred).²

24
25 ² See also *Vieyara-Flores v. Sika Corp.*, No. EDCV19606JVSKKX, 2019 WL 2436998, at *5
26 (C.D. Cal. June 10, 2019) ("employers are not subject to heightened penalties . . . until a court or
27 commissioner notifies the employer that it is in violation of the Labor Code . . . [Plaintiff] has not offered
28 evidence that the Labor Commission or a court has notified them of PAGA violations [thus] PAGA's
heightened penalty of \$200 for subsequent violations will not be calculated to determine the amount in
controversy"); *Chen v. Morgan Stanley Smith Barney, LLC*, No. 8:14-CV-01077 ODW (FFMx), 2014
WL 4961182 (C.D. Cal., October 2, 2014) ("Under the Labor Code, if an employer does not have notice

1 Separately, the PAGA gives the Court wide latitude to reduce the amount of civil penalties
2 “based on the facts and circumstances of a particular case” when “to do otherwise would result in an
3 award that is unjust, arbitrary and oppressive, or confiscatory.” Cal. Lab. Code § 2699(h). In reducing
4 PAGA penalties, courts have considered issues including whether the employees suffered actual injury
5 from the violations, whether the defendant was aware of the violations, and the employer’s willingness to
6 fix the violation. *Carrington v. Starbucks Corp.*, 30 Cal. App. 5th 504, 528 (2018) (awarding PAGA
7 penalties of only 0.2% of the maximum); *see also Cotter v. Lyft, Inc.*, 193 F. Supp. 3d 1030, 1037 (N.D.
8 Cal. 2016); *Fleming v. Covidien Inc.*, No. ED CV 10-01487 RGK (OPX), 2011 WL 7563047, at *4
9 (C.D. Cal. Aug. 12, 2011).

10 For example, during the penalty phase of trial in *Carrington*, the plaintiff requested PAGA
11 penalties in the amount of approximately \$70 million. The trial court instead awarded only \$150,000—
12 **or 0.21% of the calculated maximum**—and stated that this reduction was warranted because (a) the
13 Court did not believe it was appropriate to impose multiple penalties for each pay period in which a
14 violation occurred, and (b) imposing the maximum penalty would be not be appropriate based on
15 Starbucks’s “good faith attempts” to comply with meal period obligations and because the court found
16 the violations were minimal. *Carrington*, 30 Cal. App. 5th at 517-18. The Court of Appeal affirmed the
17 lower court’s reduced award of a \$150,000 penalty under PAGA. *Id.* at 529.

18 Likewise, in *Covidien*, the Court reduced the potential penalties by over 82%, awarding
19 \$500,000 instead of maximum penalties of \$2.8 million. *Covidien*, 2011 WL 7563047 at *4; *see also*
20 *Thurman v. Bayshore Transit Mgmt.*, 203 Cal. App. 4th 1112, 1135-36 (2012) (affirming 30% reduction
21 under specified PAGA claim where the employer produced evidence that it took its obligations
22 seriously); *Elder v. Schwan Food Co.*, No. B223911, 2011 WL 1797254, at *5-*7 (Cal. Ct. App. May
23 12, 2011) (reversing trial court decision denying any civil penalties where violations had been proven,
24 remanding for the trial court to exercise discretion to reduce, but not wholly deny, civil penalties); *Li v. A*

25
26 that they are committing a violation, they are not subject to the heightened penalties.”); *Trang v. Turbine*
27 *Engine Components Technologies Corp.*, No. CV 12–07658 DDP (RZx), 2012 WL 6618854 (C.D. Cal.
28 Dec. 19, 2012) (“courts have held that employers are not subject to heightened penalties for subsequent
violations unless and until a court or commissioner notifies the employer that it is in violation of the
Labor Code”), citing *Amaral v. Cintas Corp. No. 2*, 163 Cal. App. 4th 1157 (2008).

Perfect Day Franchise, Inc., No. 5:10-CV-01189-LHK, 2012 WL 2236752, at *17 (N.D. Cal. June 15, 2012) (denying PAGA penalties for violation of California Labor Code section 226 as redundant with recovery on a class basis pursuant to California Labor Code section 226, directly); *Aguirre v. Genesis Logistics*, No. SACV 12-00687 JVS (ANx), 2013 WL 10936035 at *2-*3 (C.D. Cal. Dec. 30, 2013) (reducing penalty for past PAGA violations from \$1.8 million to \$500,000, after rejecting numerous other PAGA claims).

Under the above cases, Defendant's realistic exposure at trial was estimated as follows:

Claim	Pay Periods w/ Violations	Penalties	Odd of Recovering Maximum Penalties ³	Realistic Exposure at Trial
Overtime	72,000	\$7,200,000	10%	\$720,000.00
Minimum Wages	72,000	\$7,200,000	10%	\$720,000.00
Meal Periods	72,000	\$7,200,000	25%	\$1,800,000.00
Rest Periods	72,000	\$7,200,000	25%	\$1,800,000.00
Wage Statements	72,000	\$7,200,000	10%	\$720,000.00
Vested Vacation	820	\$82,000	10%	\$8,200.00
Final Pay	820	\$82,000	10%	\$8,200.00
Business Expenses	72,000	\$7,200,000	25%	\$1,800,000.00
Total				\$7,576,400.00

The above estimate of Defendant's realistic exposure at trial is reasonable given the inherent risks and uncertainties of continued litigation, as well as Defendant's defenses to the claims, discussed in more detail below. Defendant disputes both liability and the amount of any recoverable penalties, and maintains that the evidence supports its position that it complied with all applicable Labor Code requirements or, that any alleged violations were isolated incidents rather than indicative of a broader unlawful practice. In light of these contested issues, the potential variability in trial outcomes, the challenges Plaintiff would face in meeting the burden of proof, the evidentiary complexities, and the substantial costs associated with protracted litigation, Defendant's exposure estimate represents a fair, well-supported assessment of the realistic value of the claims at issue.

Defenses to Minimum Wages / Overtime Claims: Defendant would have argued that its labor

³ This factors in the strength of Defendant's defenses to liability, Plaintiff's evidentiary burden at trial, and the likelihood that the Court may, pursuant to its statutory discretion under PAGA, reduce the civil penalties ultimately imposed.

1 policies prohibit off-the-clock work, that employees were properly compensated for all time worked, and
2 any time worked off-the-clock would not be reflected in the time records, making it practically
3 impossible to determine whether any Aggrieved Employee worked off-the-clock without engaging in
4 thousands of individualized inquiries. *See Brinker Rest. Corp. v. Superior Ct.*, 53 Cal. 4th 1004, 1051-52
5 (2012) (holding that in the absence of a uniform, companywide policy, proof of liability is individual).
6 And although a trial court cannot dismiss a PAGA claim for being unmanageable, it can use case
7 management tools to ensure a PAGA action proceeds in a workable way. That includes limiting the
8 scope of testimony, the types or amount of evidence presented, and other procedural steps to keep the
9 presentation of issues feasible at trial, which may have eliminated evidence necessary to prove the full
10 scope of the alleged violations.

11 Defendant would also have argued that for Plaintiff to establish that it failed to pay Aggrieved
12 Employees for all hours worked, Plaintiff would have had to prove that it was aware that they were
13 working hours for which they were not compensated. For example, in *Forrester v. Roth's I.G.A.*
14 *Foodliner, Inc.*, 646 F.2d 413 (9th Cir. 1981), the Ninth Circuit held that “where an employer has no
15 knowledge that an employee is engaging in overtime work and that employee fails to notify the
16 employer or deliberately prevents the employer from acquiring knowledge of the overtime work, the
17 employer’s failure to pay for the overtime hours is not a violation [of overtime requirements].” *Id.* at 414.

18 **Defenses to Meal Period Claim:** Defendant affirms, that throughout the Settlement Period, its
19 meal-period policy was fully compliant with California law. The policy explicitly provides that
20 employees who work more than five hours in a shift are “permitted and encouraged” to take a one-half
21 hour, “fully relieved, unpaid meal period” during which they may “leave [the] premises,” and that
22 employees who work more than ten hours are likewise “permitted and encouraged” to take a second
23 one-half hour “fully relieved unpaid meal period.” The policy further states that Defendant will not
24 dissuade or discourage employees from taking their meal periods, that employees are fully relieved of all
25 duty during those periods, and that employees are required to clock in and out for all meal periods taken.

26 Defendant would have further argued that apart from authorizing and permitting employees to
27 take meal periods, it has no obligation to “guarantee” or “ensure” that meal periods are taken by all
28 employees at all times. *Brinker*, 53 Cal. 4th at 1040 (employers are “not obligated to police meal breaks

1 and ensure no work thereafter is performed”). Rather, an employer satisfies, as Defendant would argue,
2 its obligation to provide meal periods if “it relieves its employees of all duty, relinquishes control over
3 their activities and permits them a reasonable opportunity to take an uninterrupted 30-minute break, and
4 does not impede or discourage them from doing so.” *Id.* Defendant argued that there is no “basis in the
5 wage order or statute” for the notion “that an employer must ensure that no work is done – i.e., prohibit
6 work” during a meal period. *Id.* at 1038; *see also Murphy*, 40 Cal. 4th at 1104 (finding a violation occurs
7 only if the employee is “forced to forgo his or her meal period”).

8 Defendant would have argued at trial that “to assert a meal break claim, the employee must show
9 that he was **forced to forego** his meal breaks as opposed to merely showing that he did not take them.”
10 *Nguyen v. Baxter Healthcare Corp.*, No. 8:10-CV-01436-CJC, 2011 WL 6018284, at *5 (C.D. Cal.
11 Nov. 28, 2011) (emphasis in original); *see also Brinker*, 53 Cal. 4th at 1034; *Dailey v. Sears, Roebuck*
12 *& Co.*, 214 Cal. App. 4th 974, 1000-02 (2013); *Gonzalez v. Officemax N. Am.*, No. CV 07-04839 JVS
13 MLGX, 2012 WL 5473764, at *5 (C.D. Cal. Nov. 5, 2012).

14 **Defenses to Rest Period Claim:** As with its meal period policy, Defendant likewise affirms that
15 its rest period policy was fully compliant with California law throughout the Settlement Period. The
16 policy provides that employees are authorized and permitted to take one 15-minute rest break if they
17 work between 3.5 and 6 hours during a shift, a second 15-minute rest break if they work between 6 and
18 10 hours, and a third 15-minute rest break if they work between 10 and 14 hours.

19 Defendant would have further argued that absent a shift-by-shift, break-by-break, employee-by-
20 employee inquiry, there was simply no way to know whether a break was taken, and if not, why not.
21 Defendant accordingly would have argued that rest break claims are inherently individualized in nature
22 because employers only need to “authorize and permit” breaks; they need not ensure that rest breaks are
23 taken. *Brinker*, 53 Cal. 4th at 1004. To succeed, “[a]n employee must show that the employer prevented
24 the employee from taking breaks; mere proof of knowledge that the employee was forgoing breaks is
25 insufficient.” *Reece v. Unitrin Auto & Home Ins. Co.*, No. 5:11-CV-03960 EJD, 2013 WL 245452, at *5
26 (N.D. Cal. Jan. 22, 2013) (rejecting claim that the work structure made taking rest breaks impossible,
27 because plaintiff failed to show that the employer prevented such breaks); *Drenckhahn v. Costco*
28 *Wholesale Corp.*, No. 2:08-CV-01408-JHN, 2011 WL 3754659, at *3 (C.D. Cal. Aug. 24, 2011)

1 (“although employers must provide employees with meal and rest breaks under Cal. Lab. Code § 512(a),
2 they need not guarantee that employees take breaks”).

3 **Defenses to Wage Statement Claim:** Defendants commonly argue that, without more, wage
4 statement claims are nothing but technical violations for which Aggrieved Employees suffer no injury.
5 Specifically, Labor Code section 226 claim imposes penalties only for “knowing and intentional”
6 failures to comply with the statute’s itemization requirements. In *Naranjo v. Spectrum Sec. Servs., Inc.*,
7 88 Cal. App. 5th 937 (2023), the California court of appeal found that if a “good faith dispute” exists as
8 to whether wages are due to an employee, then the employer is not liable for wage statement violations.

9 Additionally, Labor Code section 226 requires the employee to prove not only that the violation
10 was “knowing and intentional,” but that the violation resulted in an “injury.” Defendant would have
11 argued that the “deprivation of [the] information [required by 226(a)],” by itself, is not a cognizable
12 injury. *Price v. Starbucks Corp.*, 192 Cal. App. 4th 1136, 1142-1143 (2011) (internal citations omitted);
13 *see also Maldonado v. Epsilon Plastics, Inc.*, 22 Cal. App. 5th 1308, 1334 (2018) (“But inaccurate wage
14 statements alone do not justify penalties; the plaintiffs must establish injury flowing from the
15 inaccuracy”).

16 **Defenses to Vacation Pay Claim:** Defendant would have argued that its policy is to pay non-
17 exempt employees all unused, earned and accrued vacation time at termination (“[a]ny eligible accrued
18 and unused vacation pay shall be paid at time of termination”), and that Plaintiff has no evidence that it
19 maintained a contrary policy or practice during the Settlement Period. Moreover, even if there were any
20 instances in which vacation pay may not have been fully paid, such instances were isolated, inadvertent,
21 and not reflective of any unlawful policy or general practice; accordingly, they cannot give rise to
22 representative liability or support any claim of systemic violations.

23 **Defenses to Final Pay Claim:** While Section 203 penalties are relatively straightforward to
24 calculate, the analysis becomes more difficult for settlement purposes as derivative waiting-time
25 penalties are only as strong as the underlying predicate claims, and are subject to good faith defenses. For
26 example, defendants commonly argue that no waiting-time penalties can be awarded unless the failure to
27 pay wages is “willful,” an element that Plaintiff acknowledges would have been difficult to prove, as
28 there was no evidence of intentional withholding of wages. The California Code of Regulations

specifically provides:

A willful failure to pay wages within the meaning of Labor Code Section 203 occurs when an employer intentionally fails to pay wages to an employee when those wages are due. However, a good faith dispute that any wages are due will preclude imposition of waiting time penalties under Section 203...

A “good faith dispute” that any wages are due occurs when an employer presents a defense, based in law or fact which, if successful, would preclude any recover[y] on the part of the employee. The fact that a defense is ultimately unsuccessful will not preclude a finding that a good faith dispute did exist. Defenses presented which, under all the circumstances, are unsupported by any evidence, are unreasonable, or are presented in bad faith, will preclude a finding of a “good faith dispute.”

Cal. Code Regs. tit. 8, § 13520.

Subsequent California cases have held that a good faith dispute as to whether wages were owed (including a good faith belief in a legal defense) precludes an award of waiting time penalties under Section 203. *Nordstrom Comm’n Cases*, 186 Cal. App. 4th 576, 584 (2010) (“There is no willful failure to pay wages [under Section 203] if the employer and employee have a good faith dispute as to whether and when the wages were due”); *see also Armenta v. Osmose, Inc.*, 135 Cal. App. 4th 314, 325 (2005) (“A good faith belief in a legal defense will preclude a finding of willfulness”).

And case law interpreting “willful” holds that even unsuccessful good faith defenses will be sufficient to preclude recovery so long as an employer’s “position is not so untenable as to constitute bad faith” or is not supported by any evidence. *See Estrada v. Royalty Carpet Mills, Inc.*, 76 Cal. App. 5th 685, 708, 729 (2022) (finding no liability under Section 203 when the company had a good faith dispute that meal period premiums were owed due to an on-duty meal period policy that restricted employee freedom during meal periods while paying regular wages, even though the policy was found to be unlawful); *see also Woods v. Vector Mktg. Corp.*, No. C-14-0264 EMC, 2015 WL 2453202, at *4 (N.D. Cal. May 22, 2015) (holding that the employer’s defense that the plaintiff was properly classified, even if ultimately unsuccessful at trial, was insufficient to amount to a “willful” violation of 203 and granting summary judgment on those claims because the plaintiff could point to no evidence that the defense was raised in bad faith or was unsupported by the evidence).

Defenses to Business Expense Claim: Defendant would have argued that its express policy is to pay employees \$12.50 per pay period to assist with the cost of work-related expenses, such as personal

1 cellphone usage, etc. It would also have argued that employees are entitled to reimbursement for work-
2 related expenses only if they can prove that the employer knew or had reason to know that actual
3 expenses were incurred. *See Gattuso v. Harte-Hanks Shoppers, Inc.*, 42 Cal. 4th 554, 568 (2007)
4 (requirement to reimburse depends on “whether each of those expenses was ‘necessary,’ which in turn
5 depends on the reasonableness of the employee’s choices”); *Cassady v. Morgan, Lewis & Bockius LLP*,
6 145 Cal. App. 4th 220, 232 (2006), as modified (Dec. 21, 2006) (Labor Code section 2802 “expressly
7 conditions the right to indemnity on a showing that the expenditures arose as a direct consequence of the
8 discharge of the employee’s duties”); *Snap! Mobile, Inc. v. Croghan*, No. 18-CV-04686-LHK, 2019 WL
9 884177, at *11 (N.D. Cal. Feb. 22, 2019) (“[F]or purposes of § 2802, before an employer’s duty to
10 reimburse is triggered, it must either know or have reason to know that the employee has incurred an
11 expense”) (quoting *Stuart v. RadioShack Corp.*, 641 F. Supp. 2d 901, 903-04 (N.D. Cal. 2009)).

12 **The Gross Settlement Amount Is Fair, Adequate, and Reasonable:** After considering the
13 weight of the evidence, the clarity of the applicable law, and the strength of the factual and legal defenses
14 likely to be asserted by the Defendant at trial and the availability of good faith defenses, Plaintiff
15 determined that a more realistic estimate of the total amount of PAGA penalties that she would likely
16 recover at trial was approximately \$7.57 million. A \$1 million PAGA settlement is accordingly well
17 within the range of reasonableness. *See Merante v. Am. Inst. for Foreign Study, Inc.*, 2022 WL 2918896,
18 at *6 (N.D. Cal. July 25, 2022) (PAGA award of between 0.27% and 2% of the maximum estimated
19 value of PAGA claims was “small” but “within the range of reasonableness”); *Hamilton v. Juul Labs,*
20 *Inc.*, No. 20-CV-03710-EMC, 2021 WL 5331451, at *10 (N.D. Cal. Nov. 16, 2021) (approving a
21 PAGA penalty settlement of 2.2%); *Smith v. Kaiser Found. Hosps.*, 2020 WL 5064282, at *17 (S.D.
22 Cal. Aug. 26, 2020) (finding that PAGA award that was 2.4% of maximum estimated value of PAGA
23 claims was not “unfair, inadequate, or unreasonable given the risks of continued litigation”); *Naro v.*
24 *Walgreen Co.*, No. 22-CV-03170-JST, 2025 WL 440057, at *3 (N.D. Cal. Jan. 16, 2025) (“The
25 \$100,000 proposed to be allocated to PAGA penalties represents approximately 3.3% of the maximum
26 PAGA liability, and courts in this circuit have regularly approved settlement amounts constituting single
27 digit percentages of the PAGA penalty.”).

28 Considering the issues, defenses, and the risks, a \$1 million settlement for a limited release of

PAGA penalties—no individual wage and hour claims will be extinguished by the Settlement—is a fair and just result and furthers PAGA’s objectives, and is not “unjust, arbitrary, and oppressive.”

D. The Court Should Award the Requested Attorneys’ Fees in the Amount of Approximately One-Third of the Gross Settlement Fund

For the reasons discussed in detail below, an award of attorneys’ fees in the amount of approximately one-third of the gross settlement fund is fair and reasonable, and in line with what other California courts, both state and federal, have awarded in settlements of similar litigation.

The PAGA provides that a plaintiff is entitled to recover reasonable attorneys’ fees, expenses, and costs. Section 2699(k)(1) of the California Labor Code provides that “[a]ny employee who prevails in any action shall be entitled to an award of reasonable attorney’s fees and costs.” In a *qui tam* action, reasonable attorneys’ fees and costs are typically awarded under the common fund doctrine where, as here, the litigation creates a common fund of money in a specific amount for the benefit of others. PAGA “is a type of *qui tam* action.” *See Iskanian*, 59 Cal. 4th at 382. “A *qui tam* action ‘is a type of private attorney general lawsuit’ [citation], in which ‘the *qui tam* plaintiff stands in the shoes of the state or political subdivision [citation].’” *People ex rel. Strathmann v. Acacia Research Corp.*, 210 Cal. App. 4th 487, 501 (2012).

A PAGA action is a *qui tam* action because the statute allows the employee plaintiff, acting as the proxy of the State’s labor law enforcement agency, to sue his or her employer for Labor Code violations and recover civil penalties that otherwise would have been assessed and collected by the LWDA. *See Iskanian*, 59 Cal. 4th at 382. Indeed, the majority of the civil penalties recovered in a PAGA action are paid to the State, with a smaller portion paid to the aggrieved employees (e.g., 65% paid to the state; 35% paid to the aggrieved employees). *See* Cal. Lab. Code § 2699(m). Where, as here, a common fund is created in a *qui tam* action by the successful litigation of a plaintiff and her attorneys, the plaintiff’s attorneys are entitled to recover their fees from the common fund:

Those benefiting from the recovery of the fund, in this case some depositors and eventually the People of the State of California, must bear their share of the cost of litigation. Fees for taxpayers’ attorneys will be deducted from the judgment, and each claimant’s share reduced proportionately. To the extent the judgment relies upon section 1021.5 for recovery of attorney fees, it must be modified to confine the award of fees to the common fund theory.

1 *Bank of America v. Cory*, 164 Cal. App. 3d 66, 91 (1985) (authorizing common fund fees in a *qui tam*
2 taxpayer suit against certain banks).

3 Likewise, through the successful efforts of Plaintiff and her attorneys, a common fund was
4 created in the amount of \$1,000,000 for the benefit of the employees and the State of California. Thus,
5 these beneficiaries must bear their share of the costs and attorneys' fees, to be deducted from the gross
6 settlement fund under the common fund theory. *Id.* Such fees are deducted as a percentage of the
7 settlement amount. *See, e.g., Boeing Co. v. Van Gernert*, 444 U.S. 472, 478-482 (1980); *Six (6) Mexican*
8 *Workers v. Arizona Citrus Growers*, 904 F.2d 1301, 1311 (9th Cir. 1990); *Williams v. MGM-Pathe*
9 *Communications Co.*, 129 F.3d 1026, 1027 (9th Cir. 1997); *Staton v. Boeing Co.*, 327 F.3d 938, 967 (9th
10 Cir. 2003).

11 The California Supreme Court recently upheld the use of the common fund theory of recovery
12 for attorneys' fees in *Laffitte v. Robert Half Int'l Inc.*, 1 Cal. 5th 480, 506 (2016). In *Laffitte*, the
13 settlement created a common fund of \$19 million. The Court approved the award of attorneys' fees in
14 the amount of one third of the gross \$19 million settlement (e.g., an award of \$6.33 million) under the
15 common fund theory. *Id.* By awarding counsel a percentage of the total recovery, rather than fees based
16 on hours worked, the common fund method encourages attorneys to efficiently litigate to achieve the
17 best results possible. *See Laffitte*, 1 Cal. 5th at 492-494. Indeed, "the percentage method is generally
18 favored in common fund cases because it allows courts to award fees from the fund in a manner that
19 rewards counsel for success and penalizes it for failure. *Id.* at 493 (quoting *In re Rite Aid Corp. Securities*
20 *Litig.*, 396 F.3d 294, 300 (3d Cir. 2005) (internal quotations omitted).

21 As a California appellate court very recently confirmed, "fee awards in class actions average
22 around one-third of the recovery' regardless of 'whether the percentage method or the lodestar method is
23 used." *Amaro v. Anaheim Arena Mgmt., LLC*, 69 Cal. App. 5th 521, 545 (2021) (quoting *Chavez v.*
24 *Netflix, Inc.*, 162 Cal. App. 4th 43, 66, fn. 11 (2008)).

25 Consistent with that observation, California state and federal courts routinely award attorneys'
26 fees equaling one-third of the common fund. *See, e.g. Laffitte v. Robert Half Internat. Inc.*, 231 Cal. App.
27 4th 860, 871 (2016) ("33 1/3 percent of the common fund is consistent with, and in the range of, awards
28 in other class action lawsuits"); *Chavez*, 162 Cal. App. 4th at 66 n.11 ("Empirical studies show that,

1 regardless whether the percentage method or the lodestar method is used, fee awards in class actions
2 average around one-third of the recovery.”); Eisenberg & Miller, *Attorney Fees in Class Action*
3 *Settlements: An Empirical Study*, J. of Empirical Legal Studies, Vol. 1, Issue 1, 27-78, March 2004, at 35
4 (independent studies of class action litigation nationwide conclude that fees representing one-third of the
5 total recovery is consistent with market rates). Notably, the California Supreme Court in *Laffitte v.*
6 *Robert Half Internat. Inc.* affirmed a fee award representing one-third of the fund. *Laffitte*, 231 Cal. App.
7 4th at 506.

8 A fee award in the amount of one-third of the common fund is also reasonable because it best
9 reflects the market rate for contingency fees. *See Lealao v. Beneficial Cal. Inc.*, 82 Cal. App. 4th 19, 47
10 (2000) (“attorneys providing the essential enforcement services must be provided incentives roughly
11 comparable to those negotiated in the private bargaining that takes place in the legal marketplace. . .”).
12 Fees representing one-third of the recovery reflect the rate negotiated in “typical contingency fee
13 agreements [which] provide that class counsel will recover 33% if the case is resolved before trial and
14 40% if the case is tried.” *Fernandez v. Victoria Secret Stores, LLC*, No. CV 06-04149 MMM SHX,
15 2008 WL 8150856, at *16 (C.D. Cal. July 21, 2008) (citing an academic study collecting contingency
16 fee agreements and finding that a fee award constituting 34% of the fund is reasonable on that basis).
17 Because the negotiated fee structure mimics the marketplace, it is reasonable and should be approved.

18 A one-third common fund⁴ attorneys’ fee award is also consistent with what courts have
19 awarded in other representative action cases. The following list shows PAGA actions where attorneys’
20 fees were awarded on a common fund basis:

21
22 ⁴ Court have also approved fees in amounts greater than one-third of the common fund. *See*
23 *Charles v. JPMorgan Chase Bank*, No. CGC-14-538933 (San Francisco County Superior Court June 18,
24 2019) (awarding plaintiffs \$2.88 million in attorneys’ fees on PAGA penalties totaling \$2.7 million);
25 *Boseman v. VXi Global Solutions, LLC*, No. BC602442 (Los Angeles County Superior Court Jan. 3,
26 2019) (awarding plaintiff \$750,000 in attorneys’ fees and costs on general PAGA penalties totaling
27 \$585,000); *Salas v. Hallmark Aviation Services LP*, No. BC586585 (Los Angeles County Superior
28 Court February 17, 2017) (awarding plaintiff \$600,000 in attorneys’ fees on PAGA penalties totaling
\$605,000); *Monroe v. Continental Design Co., Inc.*, No. RG16817667 (Alameda County Superior Court
June 21, 2017) (awarding plaintiff \$110,000 in fees on PAGA penalties totaling \$90,000); *Ramirez v.*
Benito Valley Farms, LLC, No. 16-CV-04708-LHK, 2017 WL 3670794, at *6 (N.D. Cal. Aug. 25,
2017) (awarding attorneys’ fees under the lodestar method with no regard to the proportion of the fees to
civil penalties).

- 1 • *Cruz v. Wal-Mart Associates, Inc.*, Los Angeles Superior Court, No. 18STCV03128 (May 28, 2021) (approving fee award from PAGA-only settlement of \$5 million against a common fund of \$15 million);
- 2
- 3 • *Jones v. J.C. Penney Corporation*, Los Angeles Superior Court, Case No. BC451823 (April 20, 2017) (approving fee award from PAGA-only settlement of \$1.375 million against a common fund of \$3.2 million (42%));
- 4
- 5 • *Garcia v. Macy's*, San Bernardino County Superior Court, Case No. CIVDS1516007 (Sept. 13, 2017) (33.33% fee awarded on \$12,500,000 settlement of a PAGA only case);
- 6 • *Garcia v. Pep Boys*, Orange County Superior Court, Case No. 30-2014-00720574-CU-OE-CJC (July 14, 2016) (33.33% fee awarded on a \$1,030,000 settlement of a PAGA only case);
- 7 • *Brewer v. Connell Chevrolet*, Orange County Superior Court, Case No. 30-2016-00852123-CU-OC-CXC (June 15, 2017) (33.33% fee awarded on a PAGA only case);
- 8 • *Perez v. Staffmark Investment, LLC*, Riverside County Superior Court, Case No. MCC1401137 (May 23, 2016) (33.33% fee awarded on a \$650,000 settlement of a PAGA only case).
- 9

10 An award of fees from the gross settlement amount under the common fund doctrine prevents
11 unjust enrichment of those who benefit from the common fund created through the successful efforts of
12 plaintiff's counsel and furthers the important goal of attracting competent counsel to handle
13 representative actions enforcing minimum labor standards. *Laffitte*, 1 Cal. 5th at 503. In affirming the use
14 of the common fund doctrine in California, the California Supreme Court summarized the benefits of the
15 percentage method of recovery stating: "The recognized advantages of the percentage method—
16 including relative ease of calculation, alignment of incentives between counsel and the class, a better
17 approximation of market conditions in a contingency case, and the encouragement it provides counsel to
18 seek an early settlement and avoid unnecessarily prolonging the litigation [citations]—convince us the
19 percentage method is a valuable tool that should not be denied our trial courts." *Id.*

20 For these reasons, a common fund fee award in the amount of \$333,333 is fair and reasonable.

21 **E. A Lodestar Cross-Check Confirms that the Requested Attorneys' Fees Are Fair**
22 **and Reasonable**

23 The trial court may use an abbreviated lodestar "cross-check" for common fund awards if the
24 court considers it useful. *Laffitte II*, 1 Cal. 5th at 504-05. However, under *Laffitte II*, this is not meant to
25 displace the percentage analysis, but rather to act as a backstop. Indeed, the Supreme Court expressly
26 instructed that "the lodestar calculation, when used in this manner, does not override the trial court's
27 primary determination of the fee as a percentage of the common fund and thus does not impose an
28 absolute maximum or minimum on the fee award." *Laffitte II*, 1 Cal. 5th at 505. Critically, the Court in

1 *Laffitte II* emphasized that only where the “multiplier calculated by means of a lodestar cross-check is
2 **extraordinarily high or low**” should the court “consider whether the percentage should be adjusted so
3 as to bring the imputed multiplier within a justifiable range.” *Id.* (emphasis added). Accordingly, when
4 the cross-check multiplier is within a normal range, the lodestar-cross check does not provide a basis for
5 a court to reduce the fee award. Furthermore, in conducting a lodestar cross-check, the court is not
6 “required to closely scrutinize each claimed attorney-hour.” *Laffitte II*, 1 Cal. 5th at 505. An evaluation
7 may be done by reviewing “counsel declarations summarizing overall time spent.” *Id.*

8 In conducting a lodestar cross-check, the Court first determines a lodestar value for the fees by
9 multiplying the time reasonably spent by plaintiffs’ counsel on the case by a reasonable hourly rate. *In re*
10 *Consumer Privacy Cases*, 175 Cal. App. 4th 545, 556-57 (2009). To determine whether the requested
11 rate is reasonable, courts look to the prevailing rate for similar work in the pertinent geographic region.
12 *PLCM Group v. Drexler*, 22 Cal. 4th 1084, 1096-97 (2000) (using prevailing hourly rate in community
13 for comparable legal services even though party used in-house counsel). Here, Plaintiff’s Counsel’s
14 hourly rates are comparable to, or less than, those charged by other representative action plaintiffs’
15 counsel and the firms defending PAGA actions, and have been approved by numerous federal and state
16 courts. (Perez Decl. ¶¶ 22-25, Ex. 4.)

17 Likewise, the total attorney hours expended on this action are reasonable and in line with
18 comparable cases. In determining the reasonableness of the hours expended, “the court should defer to
19 the winning lawyer’s professional judgment as to how much time he was required to spend on the case;
20 after all, he won, and might not have, had he been more of a slacker.” *Kerkeles v. City of San Jose*, 243
21 Cal. App. 4th 88, 104 (2015) (quoting *Moreno v. City of Sacramento*, 534 F.3d 1106, 1112 (9th Cir.
22 2008)).

23 Plaintiff’s Counsel billed a total of 178.1 hours. (Perez Decl. ¶ 22.) Multiplying the total hours
24 billed by Plaintiff’s Counsel to the litigation by their reasonable hourly rates yields a lodestar of
25 \$118,892.50. (*Id.*) Applying a 2.8 multiplier to that lodestar yields the requested fees. A 2.8 multiplier is
26 not “extraordinarily high”—to the contrary, the normal range for a multiplier on a lodestar cross-check
27 “can range from 2 to 4 or even higher.” *Wershba v. Apple Computer, Inc.*, 91 Cal. App. 4th 224, 255
28 (2001); *see also Vizcaino v. Microsoft Corp.*, 290 F.3d 1043, 1047 (9th Cir. 2002) (multipliers “ranging

1 from one to four are frequently awarded ... when the lodestar method is applied”; affirming fees where
2 the cross-check multiplier is 3.65).

3 Courts routinely accept multipliers ranging from 2 to 4 on a lodestar cross-check. *See, e.g., Sutter*
4 *Health Uninsured Pricing Cases*, 171 Cal. App. 4th 495, 512 (2009) (applying a 2.52 multiplier on a
5 lodestar cross-check); *Chavez*, 162 Cal. App. 4th at 66 (applying a 2.5 multiplier in a consumer class
6 action); *Willner v. Manpower Inc.*, No. 11-CV-02846-JST, 2015 WL 3863625, at *7 (N.D. Cal. June 22,
7 2015) (approving a 2.10 multiplier on settlement of California Labor Code violations); *Dyer v. Wells*
8 *Fargo Bank, N.A.*, 303 F.R.D. 326, 334 (N.D. Cal. 2014) (approving attorneys’ fees that resulted in
9 lodestar multiplier of 2.83); *Hopkins v. Stryker Sales Corp.*, No. 11-CV-02786-LHK, 2013 WL 496358,
10 at *5 (N.D. Cal. Feb. 6, 2013) (approving a multiplier of 2.76 in settlement of Labor Code violations).

11 Courts following *Laffitte II* have reaffirmed that a multiplier between 2 and 4 to be reasonable
12 and not so “extraordinarily high” as to require greater judicial scrutiny. Indeed, courts “commonly apply
13 multipliers in that range in California wage and hour class actions,” and often apply multipliers that far
14 exceed that range. *Kang v. Wells Fargo Bank, N.A.*, 2021 WL 5826230, at *17-18 (N.D. Cal. Dec. 8,
15 2021) (ordering multiplier of 5.5 in wage and hour class action); *Uschold v. NSMG Shared Servs., LLC*,
16 2020 WL 3035776, at *16 (N.D. Cal. June 5, 2020) (awarding multiplier of 4 in wage and hour class
17 action); *Spann v. J.C. Penney Corp.*, 211 F. Supp. 3d 1244, 1265 (C.D. Cal. Sept. 30, 2016) (finding that
18 a 3.07 multiplier is “well within the range for reasonable multipliers” under *Laffitte II*); *Beaver v.*
19 *Tarsadia Hotels*, No. 11-CV-01842-GPC-KSC, 2017 WL 4310707, at *13 (S.D. Cal. Sept. 28, 2017)
20 (“The one-third fee Class Counsel seeks reflects a multiplier of 2.89 on the lodestar which is reasonable
21 for a complex class action case.”); *Lazarin v. Pro Unlimited, Inc.*, No. C11–03609 HRL, 2013 WL
22 3541217, at *8 (N.D. Cal. July 11, 2013) (finding lodestar multiplier of 3.36 in wage and hour action
23 was reasonable on a percentage cross-check).

24 Further, under both California and federal law, a multiplier may be applied to the lodestar figure
25 to take into account the fact that the litigation precluded the attorney from accepting other employment.
26 See *Ketchum*, 24 Cal. 4th 1122, 1132 (2001); *Amaral v. Cintas Corp. No. 2*, 163 Cal. App. 4th 1157,
27 1217 (2008) (noting “the burden imposed on class counsel,” which included “a significant amount of
28 billing” for “a small firm such as [theirs]”); *Horsford*, 132 Cal. App. 4th at 399 (recognizing that suit’s

effect on attorneys' law practices substantially increases risk taken). Here, Plaintiff's Counsel's representation of Plaintiff and the Settlement Class was entirely contingent on prevailing on their wage and hour claims and collecting an award of attorneys' fees, and by taking on this case, Plaintiff's Counsel had to turn away other potential fee generating work because of the time required to perform all the tasks summarized in counsel's declaration in support of this motion. (Perez Decl. ¶ 26.)

A multiplier on the cross-check is needed primarily because Plaintiffs settled prior relatively early. The decision to settle relatively early is to be lauded, since Aggrieved Employees and the LWDA will now avoid the risks of additional litigation and are assured of substantial and immediate monetary recovery. As discussed in *Lealao v. Beneficial California, Inc.*, 82 Cal. App. 4th 19 (2000), "the promptness of settlement cannot be used to justify the refusal to apply a multiplier to reflect the size of the ... recovery without exacerbating the disincentive to settle promptly inherent in the lodestar methodology." *Lealao*, 82 Cal. App. 4th at 52. The *Lealao* court emphasized that, because California policy places "an extraordinarily high value on settlement," Plaintiff's Counsel "should be rewarded, not punished, for helping to achieve that goal[.]" *Id.*

The lodestar cross-check thus confirms that Plaintiff's fee request is fair and reasonable and should be approved.

F. The Requested Recovery In Litigation Expenses Is Reasonable

Plaintiff's Counsel are entitled to reimbursement of their discretionary litigation costs. Cal. Lab. Code § 2699(k)(1). Out-of-pocket discretionary expenses are compensable if they would normally be billed to a fee-paying client. *See Beasley v. Wells Fargo Bank*, 235 Cal. App. 3d 1407, 1419 (1991), *overruled in part on other grounds in Olson v. Automobile Club of Southern Calif.*, 42 Cal. 4th 1142 (2008). Such discretionary costs may be claimed as part of an attorneys' fees motion when seeking statutory fees under the Labor Code. *See Amaral v. Cintas Corp. No. 2*, 163 Cal. App. 4th 1157, 1218 n.27 (2008) (awarding costs that are necessarily incurred). The following chart reflects the costs incurred by Plaintiff's Counsel:

Cost & Expense Categories	Amount
Copying, Printing & Scanning and Facsimiles	\$2.25
Court Fees, Courier Fees, Filings & Service of Process	\$1,893.73
Fountain Consulting	\$2,472.00

Cost & Expense Categories	Amount
Mediation Fees	\$7,500.00
Postage & Mailings	\$1.48
Research Services (PACER, Westlaw, etc.)	\$175.85
Total	\$12,045.31

As indicated above, Plaintiff's Counsel advanced \$12,045.31 in out-of-pocket costs to the State. (Perez Decl. ¶ 27.) Because these reasonable costs were necessarily incurred during the case's pendency, the requested costs reimbursement of \$10,000 is reasonable and should be awarded. *See also* Cal. Civ. Pro. Code § 1033.5(c)(4) ("[i]tems not mentioned in this section and items assessed upon application may be allowed or denied in the court's discretion."); *Hsu v. Semiconductor Sys., Inc.*, 126 Cal. App. 4th 1330, 1341 (2005) ("[W]hile it is reasonable to interpret a general contractual cost provision by reference to an established statutory definition of costs, we do not discern any legislative intent to prevent sophisticated parties from freely choosing a broader standard authorizing recovery of reasonable litigation charges and expenses.").

G. The Court Should Approve the Negotiated Service Award Payment

Paragraph 14 of the PAGA Settlement Agreement provides that Defendant will pay Plaintiff the sum of \$10,000 for her service on behalf of the LWDA and Aggrieved Employees, and for a general release of all claims arising out of her employment. This release covers not only the settled PAGA claims but any and all claims arising out of Plaintiff's employment.

The additional settlement payment is justified in light of the reputational risk that Plaintiff assumed by litigating claims against a former employer. *See Billingham v. Tractor Supply Co.*, 306 F.R.D. 245, 267-68 (N.D. Cal. 2015) (finding "personal detriment" upon testimony that future employers can easily learn that a prospective employee served as a plaintiff through the internet); *see also Guippone v. BH S&B Holdings LLC*, No. 09 Civ. 1029, 2011 U.S. Dist. LEXIS 126026, at **4, 20 (S.D.N.Y. Oct. 28, 2011) ("[T]he fact that a plaintiff has filed a federal lawsuit is searchable on the internet and may become known to prospective employers when evaluating the person . . . Even where there is not a record of actual retaliation, notoriety, or personal difficulties, [representative Plaintiffs] merit recognition for assuming the risk of such for the sake of absent [parties].").

Employers commonly screen employee candidates to determine whether they have ever filed

1 suit, and employee candidates who might be branded “litigious” are likely to be screened out of the
2 process. In fact, an entire industry has developed for providing employers with background information
3 on employee candidates. By bringing this action against an employer, Plaintiff has assumed considerable
4 reputational risk that may impact her ability to find employment in the future. *La Fleur v. Medical*
5 *Management Intern, Inc.*, No. 13-00398-VAP, 2014 WL 2967475, *8 (C.D. Cal. June 25, 2014)
6 (awarding \$15,000 to each named plaintiff in part for attesting to their fear that the lawsuit will harm
7 their future job prospects in the industry).

8 Second, the separate settlement payment is reasonable because Plaintiff “remained fully
9 involved and expended considerable time and energy during the course of the litigation.” *See In re Toys*
10 *‘R’ Us-Del FACTA Litig.*, 295 F.R.D. at 471 (citation omitted). Plaintiff devoted her time and effort
11 toward assisting her attorneys with the prosecution of the claims, and assisted counsel with finalizing the
12 settlement.

13 The separate payment is also appropriate because Plaintiff otherwise “will not gain any benefit
14 beyond that [she] would receive as an ordinary [Aggrieved Employee].” *In re Toys “R” Us FACTA*
15 *Litig.*, 295 F.R.D. at 472; *Van Vranken*, 901 F. Supp. at 299 (holding that a substantial award is
16 appropriate where a [representative’s] claim made up “only a fraction of the common fund.”). Here,
17 absent the separate payment, Plaintiff will recover no more than other Aggrieved Employees, despite
18 undergoing personal sacrifice in bringing this suit on behalf of the State of California and Aggrieved
19 Employees.

20 The Service Award is also justified in light of the Civil Code section 1542 waiver and general
21 release that Plaintiff is required to provide Defendant as a condition of settlement. Under the Civil Code
22 section 1542 release, Plaintiff will release any and all known and unknown claims she may have against
23 Defendant arising out of her employment. This general release is considerably broader than the separate,
24 narrower release required of Aggrieved Employees. *See, e.g., Billingham v. Tractor Supply Co.*, 306
25 F.R.D. 245, 267-68 (N.D. Cal. 2015) (awarding the plaintiff \$5,000 for the general release along with
26 \$10,000 enhancement payment for services as a class representative); *La Fleur v. Medical Management*
27 *Intern, Inc.*, No. 13-00398-VAP, 2014 WL 2967475, *8 (C.D. Cal. June 25, 2014) (finding that the
28 \$15,000 enhancement payment is warranted in part because “the named plaintiffs have released all

1 claims against [defendant], unlike the remainder of the Class”).

2 Lastly, because PAGA is a “type of qui tam action,” it is appropriate for the Plaintiff to receive a
3 modest additional payment from the settlement as a “bounty” for her special effort in vindicating the
4 State’s interests by enforcing its labor laws. *See Iskanian*, 59 Cal. 4th at 382 (“A PAGA representative
5 action is therefore a type of qui tam action.”); *see also People ex rel. Strathmann v. Acacia Research*
6 *Corp.*, 210 Cal. App. 4th 487, 500 (2012) (“The person who brings the qui tam action, called the
7 ‘relator,’ stands in the shoes of the People of the State of California, who are deemed to be the real party
8 in interest . . . The relator in a qui tam action under section 1871.7 does not personally recover damages
9 but, if successful, receives [a portion] of the recovery as a bounty.”) (internal citations omitted).

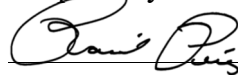
10 Such a payment incentivizes employees to step forward to enforce the Labor Code. *See MMM*
11 *Holdings, Inc. v. Reich*, 21 Cal. App. 5th 167, 180 (2018) (“The bounty advances the public purpose and
12 benefit by encouraging private qui tam actions; indeed, this prospect of reward may be the only means of
13 inducing such private parties to come forward with their information.”) (internal quotations omitted).
14 This is especially important in this context, as “the lack of government resources to enforce the Labor
15 Code led to a legislative choice to deputize and incentivize employees uniquely positioned to detect and
16 prosecute such violations through the PAGA.” *Iskanian*, 59 Cal. 4th at 390. Absent the incentive
17 payment, fewer employees would be willing to step forward, and PAGA’s primary purpose—
18 enforcement of the Labor Code—would be substantially undermined.

19 **IV. CONCLUSION**

20 The Parties have negotiated a fair and reasonable settlement of Plaintiff’s PAGA claims. Having
21 appropriately presented the materials and information necessary for approval, the Parties request that the
22 Court approve the PAGA Settlement Agreement.

23 Dated: December 12, 2025

Respectfully submitted,

24 By: 

25 Raul Perez
26 Roxanna Tabatabaeepour
27 Ryan Tish
28 Alexander Wallin
CAPSTONE LAW APC

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Attorneys for Plaintiff Kamure Kizart

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF CONTRA COSTA

KAMURE KIZART, as an aggrieved employee
pursuant to the Private Attorneys General Act
("PAGA"), on behalf of the State of California
and other non-party Aggrieved Employees,

Plaintiff,

v.

PUBLIC HEALTH FOUNDATION
ENTERPRISES, INC., a California corporation;
and DOES 1 through 10, inclusive,

Defendants.

Case No. C24-03522

Assigned to the Hon. Edward G. Weil

**DECLARATION OF RAUL PEREZ IN
SUPPORT OF MOTION FOR COURT
APPROVAL OF THE PARTIES' PAGA
SETTLEMENT AGREEMENT**

Date: TBD
Time: 9:00 a.m.
Place: Department 39

Complaint Filed: December 26, 2024
Trial Date: None Set

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1 compromise of the claims at issue. This opinion is informed by my experience litigating and settling
2 wage and hour actions, and my firm's thorough investigation into the factual and legal issues implicated
3 by Plaintiff's claims and Defendant's defenses.

4 6. Prior to filing the action, Plaintiff contacted Plaintiff's Counsel to discuss the factual
5 bases for pursuing an action against Defendant for Labor Code violations. Plaintiff was intimately
6 familiar with Defendant's labor policies and practices, knowledgeably summarized those policies and
7 practices to Plaintiff's Counsel. She explained how the policies and practices were instituted, and
8 provided valuable insight into how they gave rise to the alleged Labor Code violations. Based on this
9 information, Plaintiff's Counsel determined that there were legally sufficient grounds for pursuing an
10 action against Defendant.

11 7. In preparation for drafting the complaint, Plaintiff's Counsel conducted their own
12 preliminary investigation into the factual bases for Plaintiff's claims. Plaintiff's Counsel also prepared a
13 detailed letter (13 pages, single-spaced), attached as **Exhibit 2**, to notify the LWDA of Plaintiff's intent
14 to seek civil penalties and other available relief recoverable under PAGA for Labor Code violations.
15 Significant research and effort were expended to prepare a PAGA notice that was consistent with the
16 developing legal requirements so as to withstand any challenge from Defendant regarding the notice's
17 sufficiency.

18 8. In advance of the Parties' mediation, Plaintiff's Counsel received and reviewed a
19 considerable amount of documents and data with which to value Plaintiff's claims, including employee
20 demographic data, Aggrieved Employees' time and pay records, and Defendant's relevant California
21 labor policies and procedures materials. The document and data exchanges allowed Plaintiff's Counsel
22 to fully assess the nature and magnitude of the claims being settled, as well as the impediments to
23 recovery, and ultimately enabled Plaintiff's Counsel so as to make an independent assessment of the
24 reasonableness of the settlement's terms.

25 9. By engaging in such a thorough investigation and evaluation of Plaintiff's claims,
26 Plaintiff's Counsel can opine that the Settlement, for the consideration and on the terms set forth in the
27 Settlement Agreement, is fair, reasonable, and adequate, and is in the best interests of Aggrieved
28 Employees in light of all known facts and circumstances.

1 **THE PAGA SETTLEMENT IS FAIR, ADEQUATE, AND REASONABLE**

2 10. Based on Capstone’s review of the documents and data produced (discussed above), we
3 have been able to evaluate the scope and viability of the claims asserted by Plaintiff under the PAGA.
4 This review allowed us to assess the nature and potential magnitude of the alleged Labor Code
5 violations, as well as the evidentiary strengths and weaknesses associated with proving those violations
6 on a representative basis. The information provided was sufficiently detailed to enable an informed
7 analysis of both the potential exposure and the risks of continued litigation.

8 11. In forming our opinion, we also considered the legal and factual disputes raised by
9 Defendant, including its asserted defenses, challenges to the representative nature of the claims, and
10 arguments regarding the manageability and proof of PAGA penalties. We further evaluated the litigation
11 risks associated with proceeding through motion practice, trial, and potential appeals. Given the
12 contested issues, the uncertainties inherent in PAGA litigation, and the possibility of reduced or
13 discretionary penalty awards even if Plaintiff were to prevail, the outcome of continued litigation remains
14 far from certain.

15 12. Taking all of these factors into account, including the strength of the evidence, the
16 applicable legal standards, and the risks and costs of further litigation, it is my opinion that the proposed
17 PAGA settlement provides a meaningful recovery in light of the claims at issue and reflects a
18 compromise that is proportional to the potential exposure and the litigation risks identified. In my
19 professional judgment, the settlement represents a fair, adequate, and reasonable resolution of the PAGA
20 claims for the State and the Aggrieved Employees.

21 **CAPSTONE LAW APC FIRM PROFILE**

22 13. Since its founding in 2012, Capstone has emerged as a major force in aggregate
23 litigation, making law on cutting-edge issues.

24 14. In February, 2015, Ryan H. Wu and I were honored with the *California Lawyer*
25 Attorney of the Year (CLAY) award in labor and employment for our work in the landmark case
26 *Iskanian v. CLS Transportation Los Angeles*, 59 Cal.4th 348 (2014), which preserved the right of
27 California workers to bring representative actions under the Labor Code Private Attorneys General Act
28 (“PAGA”) notwithstanding a representative action waiver in an arbitration agreement.

1 15. Recognized as a leading firm in the prosecution of PAGA enforcement actions,
2 Capstone is responsible for some of the most important decisions in this area. In *Williams v. Superior*
3 *Court (Marshall's of Calif.)*, 3 Cal.5th 531 (2017), Capstone attorneys achieved a watershed decision
4 before the California Supreme Court as to the broad scope of discovery in PAGA actions. In *Baumann v.*
5 *Chase Inv. Servs. Corp.*, 747 F.3d 1117 (9th Cir. 2014), a case of first impression, Capstone successfully
6 argued that PAGA actions are state enforcement actions not covered by the Class Action Fairness Act.

7 16. Capstone has made important contributions to consumer protection law. In *McGill v.*
8 *Citibank N.A.*, 2 Cal. 5th 945 (2017), Capstone represented plaintiffs in a major decision holding that the
9 right to seek public injunctive relief under the state's consumer protection laws cannot be waived and
10 that consumers need not satisfy class certification requirements to enjoin unfair business practices on
11 behalf of the public. In *Nguyen v. Nissan N.A.*, 726 F.3d 811 (9th Cir. 2019), Capstone attorneys reversed
12 a denial of class certification, making law that clarified the use of "benefit of the bargain" damages
13 models in consumer class actions.

14 17. Capstone served as class counsel in a number of significant wage and hour settlements,
15 including \$12 million on behalf of a nationwide class of in *Hightower v. JPMorgan Chase Bank*, Case
16 No. 11-01802 (C.D. Cal.), over \$10 million on behalf of non-exempt hourly workers in *Zamora v.*
17 *Balboa Life & Casualty LLC*, Case No. BC360026 (L.A. Super. Ct.); and \$9 million on behalf of
18 pharmacists in *Dittmar v. Costco Wholesale Corp.*, No. 14-1156 (S.D. Cal.). In *Vorise v. 24 Hour*
19 *Fitness USA, Inc.*, No. C 15-02051 (Contra Costa Super. Ct.), Capstone and co-counsel negotiated an
20 \$11 million PAGA settlement on behalf of over 36,000 employees for Labor Code violations.

21 18. Capstone has an established practice in automotive defect class actions and is currently
22 appointed sole class counsel, following contested class certification, in *Victorino v. FCA US, LLC*, No.
23 16-1617-GPC, 2019 WL 5268670 (S.D. Cal. Oct. 17, 2019) and *Salas v. Toyota Motor Sales, U.S.A.,*
24 *Inc.*, No. 15-8629-FMO, 2019 WL 1940619 (C.D. Cal. Mar. 27, 2019).

25 19. Capstone has settled over 100 high-stakes class and representative actions. Capstone's
26 settlements have directly compensated hundreds of thousands of California workers and consumers.
27 Capstone's actions have also forced employers to modify their policies for the benefit of employees,
28 including changing the compensation structure for commissioned employees and changing practices to

1 ensure that workers will be able to take timely rest and meal breaks. A leader in prosecuting PAGA
2 enforcement actions, Capstone has secured millions of dollars in civil penalties for the State of
3 California.

4 20. The following is a representative sample of Capstone's settlements:

- 5 a. *Navarro v. United Parcel Service, Inc.*, No. BC592098 (LA County
6 Superior Court): gross settlement of \$16.5 million on behalf of
7 approximately 180,000 non-exempt employees for wage and hour
8 violations;
- 9 b. *Hightower et al v. Washington Mutual Bank*, No. 2:11-cv-01802-PSG-
10 PLA (N.D. Cal.): gross settlement of \$12 million on behalf of
11 approximately 150,000 personal bankers, tellers, sales associates, and
12 assistant branch manager trainees for wage and hour violations;
- 13 c. *Vargas v. Ford Motor Co.*, 12-08388-AB (C.D. Cal.): providing cash
14 payments and unique buyback program for nearly 2 million consumers;
- 15 d. *Moore v. Petsmart, Inc.*, No. 5:12-cv-03577-EJD (N.D. Cal.): gross
16 settlement of \$10 million on behalf of over 19,000 non-exempt
17 PetSmart employees for wage and hour violations;
- 18 e. *Dittmar v. Costco Wholesale Corp.*, No. 14-1156 (S.D. Cal.): gross
19 settlement of \$9 million on behalf of approximately 1,200 pharmacists
20 for wage and hour violations;
- 21 f. *Perrin v. Nabors Well Services Co.*, No. 56-2007-00288718 (Ventura
22 Super. Ct.): gross settlement of over \$6.5 million on behalf of oil rig
23 workers for sleep time and other wage violations;
- 24 g. *Cook v. United Insurance Co.*, No. C 10-00425 (Contra Costa Super.
25 Ct.): gross settlement of \$5.7 million on behalf of approximately 650
26 sales representatives;
- 27 h. *Alvarez v. MAC Cosmetics, Inc.*, No. CIVDS1513177 (San Bernardino
28 Super. Ct.): gross settlement of \$5.5 million for approximately 5,500

1 non-exempt employees.

2 i. *Aceves v. AutoZone, Inc.*, No. 14-2032 (C.D. Cal.): gross settlement of
3 \$5.4 million in a case alleging FCRA violations;

4 j. *Berry v. Urban Outfitters Wholesale, Inc.*, No. 13-02628 (N.D. Cal.):
5 gross settlement of \$5 million on behalf of over 12,000 nonexempt
6 employees;

7 k. *The Children's Place Retail Stores Wage & Hour Cases*, No. JCCP
8 4790: gross settlement of \$5 million on behalf of 15,000 non-exempt
9 employees;

10 l. *York v. Starbucks Corp.*, Case No. 08-07919 (C.D. Cal.): gross
11 settlement of nearly \$5 million on behalf of over 100,000 non-exempt
12 workers for meal break and wage statement claims;

13 m. *Rodriguez v. Swissport USA*, No. BC 441173 (Los Angeles Super. Ct.):
14 gross settlement of nearly \$5 million on behalf of 2,700 non-exempt
15 employees following contested certification;

16 n. *Asghari v. Volkswagen Group of North America*, Case No. 13-02529
17 (C.D. Cal.): Settlement providing complementary repairs of oil
18 consumption defect, reimbursement for repairs, and extended warranty
19 coverage of certain Audi vehicles valued at over \$20 million;

20 o. *Klee v. Nissan of North America*, Case No. 12-08238 (C.D. Cal.):
21 Settlement providing complimentary electric vehicle charging cards and
22 extending warranty coverage for the electric battery on the Nissan Leaf
23 valued at over \$10 million.

24 21. Attached as **Exhibit 3** is a true and correct copy of Capstone's firm resume.

25 **ATTORNEYS' FEES AND COSTS**

26 22. I have reviewed a summary of the billing records for this action, which are maintained
27 during the regular course of business and billed contemporaneously. The bill for attorneys' fees is
28 summarized in the charts below:

Attorney	Title	CA Bar Yr.	Rate	Hours	Fees
Raul Perez	Partner	\$1,994.00	\$1,050	19.6	\$20,580.00
Roxanna Tabatabaepour	Senior Counsel	\$2,008.00	\$725	41.3	\$29,942.50
Eduardo Santos	Senior Counsel	\$2,007.00	\$725	4.8	\$3,480.00
Jamie Greene	Partner	\$2,007.00	\$725	4.5	\$3,262.50
Anthony Castillo	Senior Counsel	\$2,009.00	\$700	11.8	\$8,260.00
Mao Shiokura	Senior Counsel	\$2,009.00	\$700	8.2	\$5,740.00
Ryan Tish	Senior Counsel	\$2,010.00	\$675	20.4	\$13,770.00
Ninel Kocharyan	Associate	\$2,014.00	\$625	8.7	\$5,437.50
Alexander Wallin	Associate	\$2,018.00	\$550	22.4	\$12,320.00
Alexander Lima	Associate	\$2,019.00	\$550	4.5	\$2,475.00
Olivia Green	Fmr. Associate	\$2,021.00	\$500	0.9	\$450.00
Arianna Eguiluz	Fmr. Associate	\$2,024.00	\$425	31	\$13,175.00
Total				178.1	\$118,892.50

Tasks	Hours	Fees
Case Management	18.6	\$12,770.00
Complaints, Pleadings, and Miscellaneous Filings	29.5	\$18,375.00
Discovery, Legal & Factual Research and Analysis of Claims/Defenses	17.6	\$12,285.00
Mediation & Settlement Negotiations	38.7	\$31,012.50
Motion Practice	18.2	\$12,175.00
Pre-Litigation Investigation and Evaluation of Claims & Case Setup	40.3	\$20,810.00
Settlement Approval Process	15.2	\$11,465.00
Total	178.1	\$118,892.50

Tasks / Attorneys	Hours	Fees
Case Management	18.6	\$12,770.00
Alexander Wallin	7.2	\$3,960.00
Anthony Castillo	2.1	\$1,470.00
Arianna Eguiluz	0.6	\$255.00
Jamie Greene	0.6	\$435.00
Ninel Kocharyan	0.1	\$62.50
Olivia Green	0.4	\$200.00
Raul Perez	3.1	\$3,255.00
Roxanna Tabatabaepour	1.9	\$1,377.50
Ryan Tish	2.6	\$1,755.00
Complaints, Pleadings, and Miscellaneous Filings	29.5	\$18,375.00
Alexander Lima	3.5	\$1,925.00
Alexander Wallin	1.3	\$715.00
Anthony Castillo	7.5	\$5,250.00
Arianna Eguiluz	3.4	\$1,445.00
Jamie Greene	0.5	\$362.50
Mao Shiokura	1.1	\$770.00

Tasks / Attorneys	Hours	Fees
Ninel Kocharyan	7.1	\$4,437.50
Olivia Green	0.5	\$250.00
Roxanna Tabatabaepour	2.3	\$1,667.50
Ryan Tish	2.3	\$1,552.50
Discovery, Legal & Factual Research and Analysis of Claims/Defenses	17.6	\$12,285.00
Alexander Wallin	3.3	\$1,815.00
Anthony Castillo	0.8	\$560.00
Arianna Eguiluz	0.7	\$297.50
Ninel Kocharyan	0.2	\$125.00
Raul Perez	1.7	\$1,785.00
Roxanna Tabatabaepour	6.9	\$5,002.50
Ryan Tish	4	\$2,700.00
Mediation & Settlement Negotiations	38.7	\$31,012.50
Alexander Wallin	6.2	\$3,410.00
Jamie Greene	0.2	\$145.00
Raul Perez	12.8	\$13,440.00
Roxanna Tabatabaepour	17.1	\$12,397.50
Ryan Tish	2.4	\$1,620.00
Motion Practice	18.2	\$12,175.00
Alexander Wallin	3.4	\$1,870.00
Roxanna Tabatabaepour	6.3	\$4,567.50
Ryan Tish	8.5	\$5,737.50
Pre-Litigation Investigation and Evaluation of Claims & Case Setup	40.3	\$20,810.00
Alexander Lima	1	\$550.00
Anthony Castillo	1.4	\$980.00
Arianna Eguiluz	26.3	\$11,177.50
Jamie Greene	3.2	\$2,320.00
Mao Shiokura	7.1	\$4,970.00
Ninel Kocharyan	1.3	\$812.50
Settlement Approval Process	15.2	\$11,465.00
Alexander Wallin	1	\$550.00
Eduardo Santos	4.8	\$3,480.00
Raul Perez	2	\$2,100.00
Roxanna Tabatabaepour	6.8	\$4,930.00
Ryan Tish	0.6	\$405.00
Total	178.1	\$118,892.50

23. While adjusting our rates to track market increases, Capstone's rates have steadily remained reasonable and competitive, and have been consistently approved by many federal and state

1 courts over the past several years. *See, e.g., Fajardo v. Cavallo Point LLC*, No. CV0001875 (Marin
2 County Superior Court Nov. 21, 2025) (approving Capstone's rates for Associates (\$500) and Senior
3 Counsel/Partners (\$700-1050)); *Cancino v. Cotton on USA Inc.*, No. 22CV405002 (Santa Clara County
4 Superior Court Sept. 2, 2025) (approving Capstone's rates for Associates (\$550-\$625) and Senior
5 Counsel/Partners (\$700-\$1050)); *Guitron v. California Natural Products*, No. STK-CV-UOE-2022-
6 0010423 (San Joaquin County Superior Court June 22, 2025) (approving Capstone's rates for Senior
7 Counsel/Partners (\$700-\$1050)); *Ayala v. RHR California Services, LLC*, No. (San Mateo Superior
8 Court April 25, 2025) (approving Capstone's rates for Associates (\$425-\$475) and Senior
9 Counsel/Partners (\$625-\$950)); *Manriquez v. Sonic*, No. STK-CV-UOE-2021-0006622 (San Joaquin
10 County Superior Court April 17, 2025) (approving Capstone's rates for Associates (\$450-\$525) and
11 Senior Counsel/Partners (\$625-\$950)); *Torres v. Hard Rock International, Inc.*, No. 23STCV11468 (Los
12 Angeles Superior Court Jan. 21, 2025) (approving Capstone's rates for Associates (\$425-\$475) and
13 Senior Counsel/Partners (\$625-\$950)); *Quintero v. JC Resorts LLC*, No. CIVSB2115731 (San
14 Bernardino County Superior Court Dec. 9, 2024) (approving Capstone's rates for Senior
15 Counsel/Partners (\$600-\$950)); *Simmons v. Gary & Becky Vick, Inc.*, No. 23CV000951 (Monterey
16 County Superior Court Nov. 18, 2024) (approving Capstone's rates for Associates (\$425-\$550) and
17 Senior Counsel/Partners (\$625-\$950)); *Bainbridge v. Avanti Install California, LLC*, No. 34-2022-
18 00331897-CU-OE-GDS (Sacramento County Superior Court Nov. 18, 2024) (approving Capstone's
19 rates for Senior Counsel/Partners (\$475-\$950)); *Le v. Independent Options, Inc.*, No. 37-2022-
20 00046457-CU-OE-CTL (San Diego County Superior Court Aug. 30, 2024) (approving Capstone's rates
21 for Associates (\$425-\$475) and Senior Counsel/Partners (\$625-\$950)).

22 24. Other courts have approved hourly rates in this range for plaintiff's side law firms. *See*
23 *Marshall v. Northrup Grumman Corp.*, No. 16-cv-06794, 2020 WL 5668935, at *7 (C.D. Cal. Sept. 18,
24 2020) (approving attorney rates between \$490 and \$1,060 per hour); *Edwards v. First Am. Corp.*, No.
25 07-cv-03796, 2016 WL 8999934, at *5 (C.D. Cal. Oct. 4, 2016) (rates of up to \$990 found reasonable);
26 *Urakhchin v. Allianz Asset Mgmt. of Am., L.P.*, No. 15-cv-01614, 2018 WL 8334858, at *6 (C.D. Cal.
27 July 30, 2018) (approving billing rates between \$600 and \$825 per hour for attorneys with more than ten
28 years of experience, \$325 to \$575 per hour for attorneys with 10 or fewer years of experience, and \$250

per hours for paralegals and clerks); *Gutierrez v. Wells Fargo Bank, N.A.*, No. 07-cv-05923, 2015 WL 2438274, at *5 (N.D. Cal. May 21, 2015) (rates ranging \$475-\$975 for partners, \$300-\$490 for associates); *In re Toyota Motor Corp. Unint. Accel. Mktg., Sales Pracs., & Prods. Liab. Litig.*, No. 10-ml-02151, 2013 WL 12327929, at *33 n.13 (C.D. Cal. July 24, 2013) (rates ranging from \$150-\$950); *Hashemi v. Bosley, Inc.*, No. CV 21-946 PSG (RAOX), 2022 WL 18278431, at *10 (C.D. Cal. Nov. 21, 2022) (finding that, in Los Angeles, partners litigating class action matters have hourly rates ranging from \$304 to \$965, and associates have hourly rates ranging from \$287 to \$719); *Alvarez v. Sirius XM Radio Inc.*, No. CV 18-8605 JVS(SSX), 2021 WL 1234878, at *11 (C.D. Cal. Feb. 8, 2021) (finding hourly rates ranging from \$450 for an associate to \$950 for a partner “are reasonable given prevailing rates in the Los Angeles region”); *In re MacBook Keyboard Litig.*, No. 5:18-CV-02813-EJD, 2023 WL 3688452, at *15 (N.D. Cal. May 25, 2023) (approving rates in a class action of \$875–\$1,195 per hour for partners; \$385–\$850 per hour for associates).

25. Finally, Capstone’s rates are in line with the adjusted Laffey Matrix, which is a fee scale that courts often consult in determining the reasonableness of hourly rates. *See Exhibit 4.*

26. Capstone agreed to represent Plaintiff on a contingency basis, meaning compensation for our services was entirely contingent upon a successful outcome. Absent a favorable resolution, no fees would have been recovered by our firm. This arrangement was crucial to Plaintiff because she otherwise would not have been able to afford Capstone’s hourly rates. Furthermore, the substantial time and resources dedicated to this matter required us to forgo other fee-generating work.

27. As summarized in the table below, counsel has incurred a total of \$12,045.31 in costs and expenses to date.

Cost & Expense Categories	Amount
Copying, Printing & Scanning and Facsimiles	\$2.25
Court Fees, Courier Fees, Filings & Service of Process	\$1,893.73
Fountain Consulting	\$2,472.00
Mediation Fees	\$7,500.00
Postage & Mailings	\$1.48
Research Services (PACER, Westlaw, etc.)	\$175.85
Total	\$12,045.31

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Exhibit 1

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF CONTRA COSTA**

KAMURE KIZART, as an aggrieved employee
pursuant to the Private Attorneys General Act
("PAGA"), on behalf of the State of California
and other non-party Aggrieved Employees,

Plaintiff,

v.

PUBLIC HEALTH FOUNDATION
ENTERPRISES, INC., a California corporation;
and DOES 1 through 10, inclusive,

Defendants.

Case No. C24-03522

PAGA SETTLEMENT AGREEMENT

PAGA SETTLEMENT AGREEMENT

Subject to Court approval by the Superior Court of the State of California for the County of Contra Costa (“Court”), Plaintiff Kamure Kizart (“Plaintiff”) and Defendant Public Health Foundation Enterprises Inc dba Heluna Health (“Defendant”) (collectively with Plaintiff, the “Parties”) hereby agree to the following binding settlement (“Settlement” or “Settlement Agreement”) of Plaintiff’s claims under the California Private Attorneys General Act of 2004 (“PAGA”).

DEFINITIONS

The following definitions are applicable to this Settlement Agreement. Definitions contained elsewhere in this Settlement Agreement will also be effective:

1. “Action” means *Kizart v. Public Health Fountain Enterprises, Inc.*, No. C24-03522 (Contra Costa County Superior Court).
2. “Aggrieved Employees” means all persons who were employed by Defendant in California as non-exempt, hourly-paid employees at any time from October 21, 2023 through November 19, 2025.
3. “Court” means the Superior Court for the State of California, County of Contra Costa.
4. “Gross Settlement Amount” means the settlement amount of One Million Dollars (\$1,000,000) to be paid by Defendant in full satisfaction of all Settled Claims arising from the Action.
5. “LWDA” means the California Labor and Workforce Development Agency.
6. “PAGA Penalties Fund” means the Gross Settlement Amount less the Attorneys’ Fees and Costs, Service Award, and Settlement Administrator Costs.
7. “Plaintiff’s Counsel” means Capstone Law APC.
8. “Service Award” means the amount to be paid to Plaintiff as payment for her service on behalf of the LWDA and Aggrieved Employees, and for a general release of all claims arising out of her employment with Defendant.
9. “Settled Claims” means any and all claims for PAGA civil penalties under the California Labor Code, Wage Orders, regulations, and/or other provisions of law which were alleged or which could have been alleged to have been violated in the Action with respect to Aggrieved Employees based on the facts alleged in the Action during the Settlement Period.

10. “Settlement Period” means October 21, 2023 through November 19, 2025.

TERMS

11. Gross Settlement Amount. In consideration for Plaintiff’s promises and representations described in this Settlement Agreement, and subject to all of the conditions of the Settlement being met, Defendant will pay One Million Dollars (\$1,000,000) (“Gross Settlement Amount”) to settle the Action. The Gross Settlement Amount includes Plaintiff’s attorneys’ fees, litigation costs and expenses, consideration for Plaintiff’s service on behalf of the LWDA and Aggrieved Employees, Settlement Administration Costs, and payments to Aggrieved Employees and the LWDA for their share of the PAGA Penalties Fund. No portion of the Gross Settlement Amount will be retained by, or revert to, Defendant.

12. PAGA Penalties Fund. The PAGA Penalties Fund will be paid to Aggrieved Employees and the LWDA in full satisfaction of all claims for PAGA civil penalties under the California Labor Code, Wage Orders, regulations, and/or other provisions of law which were alleged to have been violated or which could have been alleged to have been violated in the Action with respect to Aggrieved Employees based upon the facts alleged in the Action. Pursuant to PAGA, Sixty-Five Percent (65%) of the PAGA Penalties Fund will be paid to the LWDA, and the remaining Thirty-Five Percent (35%) will be paid to all Aggrieved Employees according to the following formula:

12(a) Defendant will calculate: (i) the total number of pay periods worked by each Aggrieved Employee during the Settlement Period, and (ii) the total number of pay periods worked by all Aggrieved Employees during the Settlement Period.

12(b) To determine each Aggrieved Employee’s payment from the PAGA Penalties Fund, Defendant will use the following formula: Settlement Payment = 35% of PAGA Penalties Fund × [Pay Periods Worked by Individual Aggrieved Employee During the Settlement Period ÷ Total Pay Periods Worked by All Aggrieved Employees during the Settlement Period].

12(c) Defendant represents that as of November 20, 2025, Aggrieved Employees

1 worked an aggregate total of approximately Seventy-Two Thousand
2 (72,000) Pay Periods during the Settlement Period. If the actual aggregate
3 total of Pay Periods worked during the Settlement Period is greater than Ten
4 Percent (10%) of this estimate, then Defendant must either: (a) increase the
5 Gross Settlement Amount proportionately for each Pay Period above the
6 Ten Percent (10%) allowance (e.g., if the total number of Pay Periods
7 increases by 11%, the Gross Settlement Amount will increase by 1%); or (b)
8 advance the end date of the Settlement Period to the last date on which the
9 total number of Pay Periods worked by Aggrieved Employees in aggregate
10 during the Settlement Period is no greater than Seventy-Nine Thousand
11 Two Hundred (79,200).

12 13. Attorneys' Fees and Costs. Defendant agrees not to oppose or impede any application or
13 motion by Plaintiff's Counsel for Attorneys' Fees and Costs of not more than Three Hundred Thirty-
14 Three Thousand Three Hundred Thirty-Three Dollars (\$333,333), plus the reimbursement of all out-of-
15 pocket costs and expenses associated with Plaintiff's Counsel's litigation and settlement of the Action
16 (including expert/consultant fees, investigations costs, etc.), not to exceed Ten Thousand Dollars
17 (\$10,000), both of which will be paid from the Gross Settlement Amount. Any portion of the Attorneys'
18 Fees and Costs not awarded to Plaintiff's Counsel will be added to the PAGA Penalties Fund.

19 14. Service Award. For a general release of all claims Plaintiff may have against Defendant
20 arising out of her employment, and for her service on behalf of the LWDA and Aggrieved Employees,
21 Defendant agrees not to oppose or impede any application or motion by Plaintiff for a service award of
22 up to Ten Thousand Dollars (\$10,000) ("Service Award"). Upon receipt of the Service Award, Plaintiff
23 will be deemed to have fully released and discharged Defendant from any and all claims, demands,
24 obligations, causes of action, rights, or liabilities of any kind which have been or could have been
25 asserted against Defendant arising out of, or relating to, Plaintiff's employment with Defendant or
26 termination thereof, including but not limited to claims for wages, restitution, penalties, retaliation,
27 defamation, discrimination, harassment or wrongful termination of employment. This release specifically
28 includes any and all claims, demands, obligations and/or causes of action for damages, restitution,

1 penalties, interest, and attorneys' fees and costs (except provided by the Settlement) relating to or in any
2 way connected with the matters referred to herein, whether or not known or suspected to exist, and
3 whether or not specifically or particularly described herein. Specifically, Plaintiff will be deemed to have
4 waived all rights and benefits afforded by California Civil Code Section 1542, which provides:

5 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR**
6 **OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR**
7 **HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF**
8 **KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR**
9 **HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.**

10 15. Plaintiff understands and agrees that this Settlement Agreement shall remain in full force
11 and effect even if the full amount of Service Award sought by Plaintiff is not ultimately awarded by the
12 Court.

13 16. Settlement Administration Costs. The Parties will retain ILYM Group, Inc. as the third-
14 party settlement administrator ("Settlement Administrator"). The Settlement Administrator will be
15 responsible for establishing a qualified settlement fund ("QSF") and issuing payments and appropriate
16 tax forms to Aggrieved Employees, the LWDA, Plaintiff, and Plaintiff's Counsel. The Settlement
17 Administration Costs will be paid from the Gross Settlement Amount. Based on the estimate that there
18 are approximately Two Thousand Six Hundred (2,600) Aggrieved Employees, Settlement
19 Administration Costs are estimated at Fifteen Thousand Dollars (\$15,000).

20 17. Court Approval of the Settlement and Distribution of Settlement Payments. The Parties
21 will present this Settlement Agreement to the Court and the LWDA. The Parties will request that the
22 Court issue an order and judgment approving and incorporating by reference the terms and conditions of
23 the Settlement Agreement (the "Order and Judgment").

24 18. List of Aggrieved Employees. Within fourteen (14) calendar days after entry of the
25 Order and Judgment, Defendant will provide the Settlement Administrator a complete list of all
26 Aggrieved Employees ("Aggrieved Employee List"). The Aggrieved Employee List will be formatted in
27 Microsoft Office Excel and will include each Aggrieved Employees full name; most recent mailing
28 address and telephone number; Social Security number; and the respective number of pay periods during

which each Aggrieved Employee worked during the Settlement Period.

19. Funding of the Settlement. Within fourteen (14) calendar days after entry of the Order and Judgment, Defendant will deposit the Gross Settlement Amount into the QSF to be established by the Settlement Administrator (“Funding Date”). Within fourteen (14) calendar days of the funding of the Settlement, the Settlement Administrator will issue payments to: (a) Aggrieved Employees; (b) the Labor and Workforce Development Agency; (c) Plaintiff; (d) Plaintiff’s Counsel; and (e) itself. The Settlement Administrator, and not Defendant, will issue the appropriate tax forms for all payments issued under this Settlement.

20. Settlement Payments to Aggrieved Employees. The Settlement Administrator will issue each Aggrieved Employee one check for his or her share of the PAGA Penalties Fund along with an explanatory letter, attached as Exhibit A. Prior to mailing, the Settlement Administrator will perform a search based on the National Change of Address Database for information to update and correct for any known or identifiable address changes. Any checks returned as non-deliverable on or before the check cashing deadline will be sent promptly via regular First-Class U.S. Mail to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator will promptly attempt to determine the correct address using a skip-trace, or other search using the name, address or Social Security number of the Aggrieved Employee involved, and will then perform a single re-mailing. Checks will remain negotiable for 180 days. Those funds represented by un-cashed checks which remain outstanding 180 days after the mailing of the Settlement checks by the Settlement Administrator will be tendered to The Justice Gap Fund maintained by The State Bar of California. All settlement payments to Aggrieved Employees will be treated as miscellaneous income for which a 1099 will be issued.

21. Settled Claims. Upon the Funding Date, Plaintiff and all Aggrieved Employees will be forever barred from pursuing against Defendant any and all Settled Claims during the Settlement Period. Aggrieved Employees, other than Plaintiff, will not be deemed to have released any individual wage and hour claims by virtue of this Settlement.

22. No Right to Exclusion or Objections by Representative Action Members. Because this settlement resolves claims and actions brought pursuant to PAGA by Plaintiff acting as a proxy and as a Private Attorney General of, and for, the State of California and the LWDA, the Parties agree that no

Aggrieved Employee has the right to exclude himself or herself from the Settlement. Aggrieved Employees will be bound by the terms of the Settlement Agreement, upon its approval by the Court, regardless of whether they cash any payment received as a result of this Settlement. The Parties also agree that no Aggrieved Employee has the right to object to the terms of the Settlement Agreement.

23. 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.

24. No Prior Assignments. The Parties and their counsel represent, covenant, 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 herein released and discharged.

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

26. Judgment and Continued Jurisdiction. After entry of the Order and Judgment, 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.

27. Entire Agreement. This Settlement Agreement constitutes the entirety of the Parties' settlement terms. No other prior or contemporaneous written or oral agreements may be deemed binding on the Parties.

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

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

10 30. Binding on Successors and Assigns. This Settlement Agreement will be binding upon,
11 and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

12 31. California Law Governs. All terms of this Settlement Agreement will be governed by
13 and interpreted according to the laws of the State of California.

14 32. Execution and Counterparts. This Settlement Agreement is subject only to the execution
15 of all Parties. However, the Settlement Agreement may be executed in one or more counterparts. All
16 executed counterparts and each of them, including electronic signatures (e.g., Docusign), facsimiles, and
17 scanned copies of the signature pages, will be deemed to be one and the same instrument.

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

23 34. Waiver of Certain Appeals. The Parties agree to waive appeals; except, however, that
24 Plaintiff may appeal any reduction to the Attorneys' Fees and Costs below the amount they request from
25 the Court, and either party may appeal any court order that materially alters the Settlement's terms.

26 35. Invalidity of Any Provision. Before declaring any provision of this Settlement
27 Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent
28 possible consistent with applicable precedents so as to render all provisions of this Settlement Agreement

valid and enforceable.

36. Captions. The captions and section numbers in this Settlement Agreement are inserted for the reader's convenience, and in no way define, limit, construe or describe the scope or intent of the provisions of this Settlement Agreement.

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

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

39. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and conditions of this Settlement Agreement. Accordingly, this Settlement Agreement 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 Agreement.

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

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

42. Binding Agreement. The Parties warrant that they understand and have full authority to enter into this Settlement, and further intend that this Settlement Agreement will be fully enforceable and binding on all parties, and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply

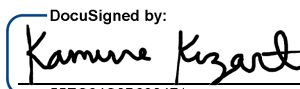
under federal or state law.

43. Denial of Liability. The Parties expressly recognize that the making of this agreement 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 pendency of the 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 agreement may be used in any proceeding in the Court 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.

READ CAREFULLY BEFORE SIGNING

PLAINTIFF

Dated: 12/3/2025

DocuSigned by:

55EC64C0B630471
Kamure Kizart

DEFENDANT

Dated: _____

Peter Dale
Acting Chief Executive Officer
Public Health Foundation Enterprises, Inc.

1 under federal or state law.

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

13 **READ CAREFULLY BEFORE SIGNING**

14 **PLAINTIFF**

15
16 Dated: _____

Kamure Kizart

17
18 **DEFENDANT**

19
20 Dated: _____

Peter Dale Digitally signed by Peter Dale
Date: 2025.12.05 12:29:51
-08'00'

Peter Dale
Acting Chief Executive Officer
Public Health Foundation Enterprises, Inc.

Exhibit A

<<DATE>>

<<FIRST_NAME>> <<LAST_NAME>>

<<ADDRESS 1>>

<<ADDRESS 2>>

**Re: Payment From *Kizart v. Public Health Fountain Enterprises, Inc.*, No. C24-03522
(Contra Costa County Superior Court)**

Dear <<FIRST_NAME>> <<LAST_NAME>>:

Enclosed you will find a check made payable to you. This is your payment from the settlement of the lawsuit entitled *Kizart v. Public Health Fountain Enterprises, Inc.*, No. C24-03522 (Contra Costa County Superior Court) (the “Action”).

The Action was filed against Defendant Public Health Foundation Enterprises, Inc. (“Defendant”) pursuant to the California Private Attorneys General Act of 2004, Cal. Lab. Code § 2698 *et seq.* (called “PAGA”). The Action was brought by a former employee of Defendant on behalf of the State of California and all allegedly “aggrieved employees” of Defendant. You have been identified as one of the employees on whose behalf the case was brought.

The Plaintiff in the Action claimed that Defendant owed civil penalties recoverable under PAGA for alleged violations of the California Labor Code and California Wage Orders. Defendant denies that it violated the Labor Code or California Wage Orders. Moreover, in agreeing to this settlement, Defendant does not admit that it is liable in any way for any penalties.

The Court has not ruled on the merits of the Action but it has approved the settlement of PAGA civil penalties, of which 75% will be paid to the California Labor and Workforce Development Agency, and the remaining 25% will be paid to aggrieved employees. Pursuant to the settlement, enclosed is a check for your share of a portion of the civil penalties.

Aggrieved employees, other than Plaintiff, will not be deemed to have released any individual wage and hour claims based on alleged violations of the Labor Code or of a California Wage Order, for which they have a private right of action, by virtue of the Settlement.

You are not a party to this lawsuit, but you and the government will be bound by the settlement in this matter as to civil penalties. If you have any questions, you can contact the settlement administrator (whose contact information is at the top of this letter).

Very Truly Yours,

[Administrator]

Exhibit 2



1875 Century Park East, Suite 1000
Los Angeles, California 90067
310.556.4811 Main | 310.943.0396 Fax

NINEL KOCHARYAN
310.712.8146 Direct
Ninel.Kocharyan@capstonelawyers.com

October 21, 2024

VIA ONLINE SUBMISSION

California Labor & Workforce Development Agency
ATTN: PAGA Administrator
(<https://dir.govfa.net/308>)

Subject: *Kamure Kizart v. Public Health Foundation Enterprises, Inc. dba Heluna Health*

Dear PAGA Administrator:

This office represents Kamure Kizart in connection with her claims under the California Labor Code. Ms. Kizart was an employee of PUBLIC HEALTH FOUNDATION ENTERPRISES, INC. d/b/a HELUNA HEALTH ("PHFE").

The employer may be contacted directly at the address below:

PUBLIC HEALTH FOUNDATION ENTERPRISES, INC.
13300 CROSSROADS PARKWAY NORTH, SUITE 450
INDUSTRY, CA 91746

Ms. Kizart intends to seek civil penalties, attorneys' fees, costs, and other available relief for violations of the California Labor Code, which are recoverable under sections 2698, *et seq.*, the Labor Code Private Attorneys General Act of 2004 ("PAGA"). Ms. Kizart seeks relief on behalf of herself, the State of California, and other persons who are or were employed by PHFE in California as a non-exempt, hourly paid employee and who received at least one wage statement ("aggrieved employees"). This letter is sent in compliance with the notice and reporting requirements of California Labor Code section 2699.3.

PHFE employed Ms. Kizart as a non-exempt Shelter Specialist from approximately July 2023 to April 2024. Ms. Kizart worked at PHFE's Brookside Shelter location in Richmond, California. During her employment, Ms. Kizart typically worked eight (8) hours or more per day and five (5) days per week from 8:00 a.m. to 4:00 p.m. Ms. Kizart's job duties included, without limitation, monitoring clients, cleaning, preparing food, and monitoring property.

PHFE has committed each of the following Labor Code violations against Ms. Kizart, the facts and theories of which follow, making her an “aggrieved employee” pursuant to California Labor Code section 2699(c)(1):¹

PHFE’s Company-Wide and Uniform Payroll and HR Practices

PUBLIC HEALTH FOUNDATION ENTERPRISES, INC. is a California corporation. PHFE is a non-profit organization and national leader in providing program and support services to improve the health and well-being of communities, with a large number of locations in California. Upon information and belief, PHFE maintains a single, centralized Human Resources (HR) department at its corporate headquarters in Industry, California, for all non-exempt, hourly paid employees working for PHFE in California, including Ms. Kizart and other aggrieved employees. At all relevant times, PHFE issued and maintained uniform, standardized scheduling and timekeeping practices and procedures for all non-exempt, hourly paid employees in California, including Ms. Kizart and other aggrieved employees, regardless of their location or position.

Upon information and belief, PHFE maintains a centralized Payroll department at its corporate headquarters in Industry, California, which processes payroll for all non-exempt, hourly paid employees working for PHFE in California, including Ms. Kizart and other aggrieved employees. Further, PHFE issues the same formatted wage statements in the same manner for all non-exempt, hourly paid employees working in California, including Ms. Kizart and other aggrieved employees, irrespective of their location, position, or manner in which each employee’s employment ended. In other words, PHFE utilized the same methods and formulas when calculating wages due to Ms. Kizart and other aggrieved employees in California.

Violation of California Labor Code §§ 510 and 1198 – Unpaid Overtime

California Labor Code sections 510 and 1198 and the applicable Industrial Welfare Commission (“IWC”) Wage Order require employers to pay employees working more than eight (8) hours in a day or more than forty (40) hours in a workweek at the rate of time-and-one-half (1 ½) times the regular rate of pay for all hours worked in excess of eight (8) hours in a day or more than forty (40) hours in a workweek. The applicable IWC Wage Order further provides that employers are required to pay employees working more than twelve (12) hours in a day overtime compensation at a rate of two (2) times their regular rate of pay. An employee’s regular rate of pay includes all remuneration for employment paid to, or on behalf of, the employee, including nondiscretionary bonuses and incentive pay.

PHFE willfully failed to pay all overtime wages owed to Ms. Kizart and other aggrieved employees. During the relevant time period, Ms. Kizart and other aggrieved employees were not paid overtime premiums for all of the hours they worked in excess of eight (8) hours in a day, in excess of twelve (12) hours in a day, and/or in excess of forty (40) hours in a week, because all hours that they worked were not recorded.

¹ These facts, theories, and claims are based on Ms. Kizart’s experience and counsel’s review of those records currently available relating to Ms. Kizart’s employment. Discovery conducted in litigation of wage and hour claims such as these often reveals additional claims that the aggrieved employee was not initially aware of (because the aggrieved employee was not aware of the law’s requirements, the employer misinformed its employee of the law’s requirements, or because the employer effectively hid the violations). Thus, Ms. Kizart reserves the right to supplement this letter with additional facts, theories, and claims if she becomes aware of them subsequent to the submission of this letter.

During the relevant time period, PHFE had, and continues to have, a company-wide policy and/or practice of discouraging and impeding Ms. Kizart and other aggrieved employees from recording hours worked that were outside of their scheduled shifts in order to limit the amount of overtime employees could accrue. PHFE implemented an overtime policy that states, in part “Heluna Health policy requires that any overtime . . . must be approved by an employee’s manager or supervisor before it is worked.” On information and belief, this policy of limiting overtime, coupled with PHFE’s practices of single-staffing and/or understaffing and assigning heavy workloads (*see infra*), led Ms. Kizart and other aggrieved employees to work off-the-clock outside of their scheduled shift times in order to complete their assigned tasks. For example, a few times per month, Ms. Kizart worked off the clock prior to the start of her shifts assisting clients. As another example, approximately once per week, Ms. Kizart worked after clocking out from her shifts handling client issues, such as attending to client medical emergencies, filling out incident reports, and/or waiting for the following shift’s employees to report to work before she could leave. This work took 20 to 30 minutes on average, time for which Ms. Kizart was not paid. As a further example, PHFE management called Ms. Kizart outside of her scheduled shifts and/or on her days off to discuss work-related matters and ask questions about clients, which took approximately one (1) hour per month. Finally, on approximately two (2) occasions, PHFE’s management required that Ms. Kizart attend meetings in Pleasant Hill, California. Ms. Kizart spent approximately 30 minutes driving to these mandatory meetings, and Ms. Kizart had no way of recording this time worked and thus was not paid for the drive time. This off-the-clock work could have been recorded by PHFE, but it refused to do so to avoid the payment of additional wages to Ms. Kizart and other aggrieved employees.

PHFE knew or should have known that, as a result of these company-wide practices and/or policies, Ms. Kizart and other aggrieved employees were performing their assigned duties off-the-clock before and after their shifts, and were suffered or permitted to perform work for which they were not paid. Because Ms. Kizart and other aggrieved employees worked shifts of eight (8) hours a day or more, or forty (40) hours a week or more, some of this off-the-clock work qualified for overtime premium pay. Therefore, Ms. Kizart and other aggrieved employees were not paid overtime wages for all of the overtime hours they actually worked.

PHFE’s failure to pay Ms. Kizart and other aggrieved employees the balance of overtime compensation, as required by California law, violates the provisions of California Labor Code sections 510 and 1198. Ms. Kizart and other aggrieved employees are entitled to recover civil penalties, attorneys’ fees, costs, and interest thereon, and seek injunctive relief to bring PHFE into compliance with the applicable IWC Wage Order and Labor Code sections 510 and 1198, pursuant to Labor Code sections 558 and/or 2699(a), (f), and (k).

Violation of California Labor Code §§ 1182.12, 1194, 1197, 1197.1, and 1198 – Unpaid Minimum Wages

California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198 require employers to pay employees the minimum wage fixed by the IWC. The payment of a lesser wage than the minimum so fixed is unlawful. Compensable work time is defined in IWC Wage Order No. 5-2001 as “the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so.” Cal. Code Regs. tit. 8, § 11050(2)(L) (defining “Hours Worked”).

As set forth above, as a result of PHFE’s policy of limiting the amount of overtime employees could accrue, PHFE required Ms. Kizart and other aggrieved employees to perform work off-the-clock before and after their scheduled shifts to complete work-related tasks, such as assisting clients,

preparing incident reports, waiting for the following shift's employees to report to work, communicating with PHFE's management, and driving to attend meetings. PHFE failed to track this time that Ms. Kizart and other aggrieved employees spent working off-the-clock, and Ms. Kizart and other aggrieved employees received no compensation for this time.

Thus, PHFE did not pay minimum wages for all hours worked by Ms. Kizart and other aggrieved employees. To the extent that these off-the-clock hours did not qualify for overtime premium payment, PHFE did not pay at least minimum wages for those hours worked off-the-clock in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198.

Accordingly, PHFE regularly failed to pay at least minimum wages to Ms. Kizart and other aggrieved employees for all of the hours they worked in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198. Ms. Kizart and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring PHFE into compliance with the applicable IWC Wage Order and Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198 pursuant to Labor Code sections 1197.1 and/or 2699(a), (f), and (k).

Violation of California Labor Code §§ 226.7, 512(a), 516, and 1198 – Failure to Provide Meal Periods

California Labor Code sections 226.7, 512(a), 516, and 1198 and the applicable IWC Wage Order require employers to provide meal periods and to pay an employee one (1) additional hour of pay at the employee's regular rate for each work day that a meal or rest period is not provided. Pursuant to Labor Code sections 226.7 and 512(a) and the applicable IWC Wage Order, an employer may not require, cause or permit an employee to work for a period of more than five (5) hours per day without providing the employee with an uninterrupted meal period of not less than thirty (30) minutes, except that if the total work period per day of the employee is not more than six (6) hours, the meal period may be waived by mutual consent of both the employer and the employee. Under California law, first meal periods must start after no more than five hours. *Brinker Rest. Corp. v. Superior Court*, 53 Cal. 4th 1004, 1041-1042 (2012). Labor Code sections 226.7 and 512(a) and the applicable IWC Wage Order also require employers to provide a second meal period of not less than thirty (30) minutes if an employee works over ten (10) hours per day or to pay an employee one (1) additional hour of pay at the employee's regular rate, except that if the total hours worked is no more than twelve (12) hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.

Under California law, an employer cannot evade meal period requirements via the use of "on-duty" meal agreements because it understaffs its locations. *Abdullah v. U.S. Sec. Assocs.*, 731 F.3d 952, 963 (9th Cir. Cal. 2013). In addition, an employee must be provided with the opportunity to eat his or her meal while performing the duties required and any on-duty meal period must, like any off-duty meal period, be at least 30 minutes long. *L'Chaim House, Inc., et al. v. Division of Labor Standards Enforcement*, 38 Cal. App. 5th 141 (2019).

First, as stated, PHFE had, and continues to have, company-wide policies and/or practices of single-staffing and/or understaffing while assigning heavy workloads, such as caring for a large number of clients, which has resulted in a lack of meal period coverage and prevented Ms. Kizart and other aggrieved employees from taking all timely, uninterrupted meal periods to which they were entitled. Further, PHFE had a company-wide practice and/or policy of failing to schedule meal periods, which further caused Ms. Kizart and other aggrieved employees to not be relieved of their duties for compliant meal periods. As a result, Ms. Kizart and other aggrieved employees had to work through

all or part of their meal periods, had their meal periods interrupted, and/or had to wait extended periods of time before taking meal periods. For example, Ms. Kizart had to forgo and work through all of her meal periods.

Second, on information and belief, in conjunction with PFHE's policy and/or practice of single-staffing, PHFE maintained and implemented a company-wide on-premises meal period policy for employees, which mandated that Ms. Kizart and other aggrieved employees remain on the work premises during meal periods because PFHE did not allow clients to be left unattended. Because Ms. Kizart and other aggrieved employees were restricted from leaving the premises during meal periods, they were denied the ability to use their meal periods freely for their own purposes, such as running personal errands. Thus, PHFE effectively maintained control over Ms. Kizart and other aggrieved employees during meal periods.

Third, Ms. Kizart and other aggrieved employees worked shifts in excess of ten (10) hours without receiving an uninterrupted second 30-minute meal period. For example, during her employment, Ms. Kizart sometimes worked shifts in excess of ten (10) or more hours per day, but was not provided a second 30-minute meal period. Ms. Kizart and other aggrieved employees did not sign valid meal period waivers on days that they were entitled to meal periods and were not relieved of all duties.

Fourth, PHFE maintained a company-wide unlawful written meal period policy insofar as it permits employees who work six (6) hours in a day to waive their meal periods. PHFE's "Employee Statement Re Decision to Forego Meal Period" states, in relevant part, "Heluna Health is aware that there are some non-exempt employees working in the Contra Costa County programs who have advised both their managers/supervisors and Human Resources that they would prefer to work an eight (8) hour shift, with no meal period, rather than an eight and one half hour (8½) shift, with a thirty (30) minute meal period. By signing below, I am requesting to work such a schedule." Under California law, an employee may only waive a meal period for shifts when the total work period is not more than six (6) hours, and PHFE's on-duty meal period policy therefore is facially invalid.

Further, to the extent that PHFE's "Employee Statement Re Decision to Forego Meal Period" form functioned as an "on-duty" meal period policy, it does not comply with California law's requirements for on-duty meal periods. An on-duty meal period permitted by IWC Wage Order No. 5-2001 does not absolve employers of the duty to provide timely, 30-minute meal periods.² PHFE's on-duty meal policy failed to inform Ms. Kizart and other aggrieved employees that they are entitled to a 30-minute on-duty meal period and that on-duty meal periods must be timely, and therefore is facially invalid.

Moreover, under California law, on-duty meal periods are a limited alternative to the requirement to provide off-duty meal periods and can only be utilized under certain circumstances. IWC Wage Order 5-2001, subdivision 11(A) provides that an on-duty meal period "shall be permitted only when

² Employers must provide employees a timely 30-minute meal period even though that meal period may be on-duty instead of off-duty. See *L'Chaim*, 38 Cal. App. 5th at 149 ("If an employee is entitled to an off-duty meal period of 30 minutes, yet work obligations intrude on a portion of that time, the off-duty period is converted to an on-duty period—no matter how small the portion of the period that work intruded upon—and the employee is paid for the entire period. There is no suggestion that once work interrupts an employee's meal period, the period simply ends even if 30 minutes have not yet passed.") and 147 ("[A]n on-duty meal period is not the functional equivalent of no meal period at all. On-duty meal periods are an intermediate category requiring more of employees than off-duty meal periods but less of employees than their normal work.").

the nature of the work prevents an employee from being relieved of all duty and when by written agreement between the parties an on-the-job paid meal period is agreed to.” PHFE’s “on-duty” meal period policy results from the company’s own staffing and business decisions, not because the nature of the work required on-duty meal periods. The work of PHFE’s employees is not of the kind that could be said to meet the “nature of the work” exception. Ms. Kizart and other aggrieved employees provide communities support services, including monitoring clients, cleaning, and preparing food. None of these tasks is akin to the kind that the California Division of Labor Standards Enforcement (“DLSE”) has found warrant an on-duty meal period, such as transporting hazardous materials via vehicles that must be monitored at all times pursuant to federal regulation. Because of PHFE’s on-duty meal period policy, Ms. Kizart and other aggrieved employees did not receive all required off-duty meal periods and did not receive premium pay for missed, late, or interrupted meal periods.

At all times herein mentioned, PHFE knew or should have known that, as a result of these policies, Ms. Kizart and other aggrieved employees were prevented from being relieved of all duties and required to perform some of their assigned duties during meal periods. PHFE further knew or should have known that PHFE did not pay Ms. Kizart and other aggrieved employees meal period premiums when meal periods were missed, shortened, interrupted, and/or late. For example, PHFE’s “Employee Statement Re Decision to Forego Meal Period” form requires employees to record their late, shortened, and missed meal periods, but it fails to inform them at all that they are entitled to meal period premiums for noncompliant meal periods.

Furthermore, PHFE engaged in a company-wide practice and/or policy of not paying all meal period premiums owed when compliant meal periods are not provided. Because of this practice and/or policy, Ms. Kizart and other aggrieved employees have not received premium pay for missed, late, and interrupted meal periods.

Accordingly, PHFE failed to provide all meal periods in violation of California Labor Code sections 226.7, 512(a), 516, and 1198. Ms. Kizart and other aggrieved employees are entitled to recover civil penalties, attorneys’ fees, costs, and interest thereon, and seek injunctive relief to bring PHFE into compliance with the applicable IWC Wage Order and Labor Code sections 226.7, 512(a), 516, and 1198 pursuant to Labor Code sections 558 and/or 2699(a), (f), and (k).

Violation of California Labor Code §§ 226.7, 516, and 1198 – Failure to Authorize and Permit Rest Periods

California Labor Code sections 226.7, 516, and 1198 and the applicable IWC Wage Order require employers to provide rest periods and to pay an employee one (1) additional hour of pay at the employee’s regular rate for each work day that a meal or rest period is not provided. California Labor Code section 226.7 provides that no employer shall require an employee to work during any rest period mandated by an applicable order of the California IWC. The applicable IWC Wage Order provides that “[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period” and that the “rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof” unless the total daily work time is less than three and one-half (3 ½) hours.

To comply with its obligation to authorize and permit rest periods under California Labor Code section 226.7 and the applicable IWC Wage Order, an employer must “relinquish any control over how employees spend their break time, and relieve their employees of all duties—including the

obligation that an employee remain on call. A rest period, in short, must be a period of rest.” *Augustus, et al. v. ABM Security Services, Inc.*, 2 Cal. 5th 257, 273 (2016).

During the relevant time period, PHFE regularly failed to authorize and permit Ms. Kizart and other aggrieved employees to take a ten (10) minute rest period per each four (4) hour period worked or major fraction thereof. As with meal periods, PHFE’s company-wide practices, including single-staffing and/or understaffing and assigning heavy workloads, such as caring for a large number of clients, prevented Ms. Kizart and other aggrieved employees from being relieved of all duty to take rest periods. Additionally, PHFE failed to schedule rest periods, which, coupled with PHFE’s failure to provide adequate rest period coverage, further led to Ms. Kizart and other aggrieved employees not being authorized and permitted to take rest periods.

Furthermore, PHFE maintained and implemented a company-wide on-premises rest period policy, which mandated that Ms. Kizart and other aggrieved employees remain on the premises during their rest periods. Because Ms. Kizart and other aggrieved employees were restricted from leaving PHFE’s premises during rest periods, they were denied the ability to use their rest periods freely for their own purposes, such as completing personal errands. Thus, PHFE maintained control over Ms. Kizart and other aggrieved employees during rest periods.

As a result of PHFE’s practices and policies, Ms. Kizart and other aggrieved employees worked shifts in excess of 3.5 hours, in excess of 6 hours, and/or in excess of 10 hours without receiving all uninterrupted rest periods to which they were entitled. For example, Ms. Kizart missed her rest periods entirely due to the lack of coverage and heavy workload.

PHFE also has engaged in a company-wide practice and/or policy of not paying all rest period premiums owed when compliant rest periods are not authorized or permitted. Because of this practice and/or policy, Ms. Kizart and other aggrieved employees have not received premium pay for all missed rest periods.

Accordingly, PHFE failed to authorize and permit all rest periods in violation of California Labor Code sections 226.7, 516, and 1198. Ms. Kizart and other aggrieved employees are entitled to recover civil penalties, attorneys’ fees, costs, and interest thereon, and seek injunctive relief to bring PHFE into compliance with the applicable IWC Wage Order and Labor Code sections 226.7, 516, and 1198, pursuant to Labor Code sections 558 and/or 2699(a), (f), and (k).

Violation of California Labor Code §§ 226(a), 1174(d), and 1198 – Non-Compliant Wage Statements and Failure to Maintain Accurate Payroll Records

California Labor Code section 226(a) requires employers to make, keep and provide true, accurate, and complete employment records. PHFE has not provided Ms. Kizart and other aggrieved employees with properly itemized wage statements. Labor Code section 226(e) provides that if an employer fails to comply with providing an employee with properly itemized wage statements as set forth in 226(a), then the employee is entitled to recover the greater of all actual damages or \$50 for the initial pay period in which a violation occurs and \$100 per employee for each violation in a subsequent pay period, not to exceed \$4,000. Further, Labor Code section 226.3 provides that any employer who violates section 226(a) shall be subject to a civil penalty in the amount of \$250 per employee per violation in an initial citation and \$1,000 per employee for each violation in a subsequent citation, for which the employer fails to provide the employee a wage statement or fails to keep the required records pursuant to Section 226(a).

During the relevant time period, PHFE has knowingly and intentionally provided Ms. Kizart and other aggrieved employees with uniform, incomplete, and inaccurate wage statements. For example, PHFE issued uniform wage statements to Ms. Kizart and other aggrieved employees that fail to correctly list: gross wages earned; total hours worked; net wages earned; and all applicable hourly rates in effect during the pay period, including rates of pay for overtime wages, and the corresponding number of hours worked at each hourly rate. Specifically, PHFE violated sections 226(a)(1), 226(a)(2), 226(a)(5), and 226(a)(9).

Because PHFE did not record the time Ms. Kizart and other aggrieved employees spent working off-the-clock, PHFE did not list the correct amount of gross wages and net wages earned by Ms. Kizart and other aggrieved employees, in compliance with section 226(a)(1) and section 226(a)(5). For the same reason, PHFE failed to accurately list the total number of the hours worked by Ms. Kizart and other aggrieved employees, in violation of section 226(a)(2), and failed to list the applicable hourly rates of pay in effect during the pay period and the corresponding accurate number of hours worked at each hourly rate, in violation of section 226(a)(9).

The wage statement deficiencies also include, among other things, failing to list the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis; failing to list all deductions; failing to list the inclusive dates of the period for which aggrieved employees were paid; failing to list the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number; failing to list the name and address of the legal entity that is the employer; and/or failing to state all hours worked as a result of not recording or stating hours worked off-the-clock.

California Labor Code section 1174(d) provides that “[e]very person employing labor in this state shall . . . [k]eep a record showing the names and addresses of all employees employed and the ages of all minors” and “[k]eep, 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” Labor Code section 1174.5 provides that employers are subject to a \$500 civil penalty if they fail to maintain accurate and complete records as required by section 1174(d). During the relevant time period, and in violation of Labor Code section 1174(d), PHFE willfully failed to maintain accurate payroll records for Ms. Kizart and other aggrieved employees showing the daily hours they worked and the wages paid thereto as a result of failing to record the off-the-clock hours that they worked.

California Labor Code section 1198 provides that the maximum hours of work and the standard conditions of labor shall be those fixed by the Labor Commissioner and as set forth in the applicable IWC Wage Order. Section 1198 further provides that “[t]he employment of any employees for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.” Pursuant to the applicable IWC Wage Order, employers are required to keep accurate time records showing when the employee begins and ends each work period and meal period. During the relevant time period, PHFE engaged in company-wide practices and/or policies of failing to record actual hours worked, and thereby failed to keep accurate records of work period start and end times for Ms. Kizart and other aggrieved employees in violation of section 1198. Furthermore, in light of PHFE’s failure to provide Ms. Kizart and other aggrieved employees with second 30-minute meal periods to which they were entitled, PHFE kept no records of meal start and end times for second meal periods.

Because PHFE failed to provide the correct net and gross wages earned, applicable rates of pay, and number of total hours worked on wage statements, Ms. Kizart and other aggrieved employees have been prevented from verifying, solely from information on the wage statements themselves, that they were paid correctly and in full. Instead, Ms. Kizart and other aggrieved employees have had to look to sources outside of the wage statements themselves and reconstruct time records to determine whether in fact they were paid correctly and the extent of underpayment, thereby causing them injury.

Ms. Kizart and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring PHFE into compliance with the applicable IWC Wage Order and Labor Code sections 226(a), 1174(d), and 1198, pursuant to Labor Code sections 226.3, 1174.5, and/or 2699(a), (f), and (k).

Violation of California Labor Code § 227.3 – Failure to Pay Vested Vacation Wages

California Labor Code section 227.3 provides that if a contract of employment or employer policy provides for paid vacations and an employer terminates an employee, all vested vacation shall be paid to the employee at the employee's final rate of pay, in accordance with such contract of employment or employer policy respecting eligibility or time served. Vacation time vests on a pro-rata basis and, upon termination, an employee is entitled to a pro rata share of vested vacation pay. An employer may not require an employee to forfeit earned but unused vacation pay.

During the relevant time period, PHFE had a company-wide policy and practice of failing to pay Ms. Kizart and other aggrieved employees all vested vacation wages that were owed to them at the end of their employment, in violation of California Labor Code section 227.3. Specifically, PHFE failed to properly calculate and pay all earned vested vacation time due to the hours Ms. Kizart and other aggrieved employees worked off-the-clock pursuant to its company-wide policies and/or practices.

PHFE's failure to pay other Ms. Kizart and aggrieved employees all vested vacation wages at the end of their employment has caused a forfeiture of vested vacation wages in violation of California Labor Code section 227.3. Ms. Kizart and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring PHFE into compliance with Labor Code section 227.3, pursuant to Labor Code sections 2699(a), (f), and (k).

Violation of California Labor Code § 204 – Failure to Timely Pay Wages During Employment

California Labor Code section 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. California Labor Code section 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. Alternatively, California Labor Code section 204 provides that the requirements of this section are deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven (7) calendar days following the close of the payroll period.

During the relevant time period, PHFE failed to pay Ms. Kizart and other aggrieved employees all wages due to them, including, but not limited to, overtime wages, minimum wages, and/or meal and rest period premiums, within any time period specified by California Labor Code section 204.

Ms. Kizart and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring PHFE into compliance with Labor Code section 204, pursuant to Labor Code sections 210 and/or 2699(a), (f), and (k).

Violation of California Labor Code §§ 201 and 202 – Failure to Timely Pay Final Wages Upon Termination

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

PHFE willfully failed to pay Ms. Kizart and other aggrieved employees who are no longer employed by PHFE all their earned wages, including, but not limited to, overtime wages, minimum wages, vested vacation wages, and/or meal and rest period premiums, either at the time of discharge, or within seventy-two (72) hours of their leaving PHFE's employ.

Ms. Kizart and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring PHFE into compliance with Labor Code sections 201 and 202, pursuant to Labor Code sections 256 and/or 2699(a), (f), and (k).

Violation of California Labor Code § 2802 – Unreimbursed Business Expenses

California Labor Code section 2802 requires employers to pay for all necessary expenditures and losses incurred by the employee in the performance of his or her job. The purpose of Labor Code section 2802 is to prevent employers from passing off their cost of doing business and operating expenses on to their employees. *Cochran v. Schwan's Home Service, Inc.*, 228 Cal. App. 4th 1137, 1144 (2014). The applicable wage order, IWC Wage Order No. 5-2001, provides that: "[w]hen tools or equipment are required by the employer or are necessary to the performance of a job, such tools and equipment shall be provided and maintained by the employer, except that an employee whose wages are at least two (2) times the minimum wage provided herein may be required to provide and maintain hand tools and equipment customarily required by the trade or craft."

During the relevant time period, PHFE, on a company-wide basis, required that Ms. Kizart and other aggrieved employees use their own personal mobile devices, including, but not limited to, cellular phones, and/or mobile data to carry out their job duties, but failed to reimburse them for the costs of their work-related mobile device expenses. For example, Ms. Kizart and other aggrieved employees were required to use their personal mobile devices for work-related tasks, including responding to calls from management and contacting other employees, doctors, and case managers regarding client needs. Although PHFE required Ms. Kizart and other aggrieved employees to utilize their personal mobile devices and/or mobile data to carry out their work-related responsibilities, PHFE failed to reimburse them for these costs.

PHFE could have provided Ms. Kizart and other aggrieved employees with company mobile devices; or PHFE could have reimbursed employees for the costs of their mobile device usage. Instead, PHFE passed these operating costs onto Ms. Kizart and other aggrieved employees. At all relevant times, Ms. Kizart did not earn at least two (2) times the minimum wage.

Thus, PHFE had, and continues to have, a company-wide policy and/or practice of not reimbursing employees for expenses necessarily incurred in violation of California Labor Code section 2802. Ms. Kizart and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring PHFE into compliance with the applicable IWC Wage Order and Labor Code section 2802, pursuant to Labor Code sections 2699(a), (f), and (k).

California Labor Code § 558(a)

California Labor Code section 558(a) provides "[a]ny employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid . . . (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid" Labor Code section 558(c) provides that "[t]he civil penalties provided for in this section are in addition to any other civil or criminal penalty provided by law." PHFE, at all relevant times, was an employer or person acting on behalf of an employer(s) who violated Ms. Kizart's and other aggrieved employees' rights by violating various sections of the California Labor Code.

Accordingly, Ms. Kizart seeks the remedies set forth in Labor Code section 558 for herself, the State of California, and all other aggrieved employees. Specifically, pursuant to PAGA, and in particular California Labor Code sections 1194.5, 2699(a), 2699(k), 2699.3(a) and 2699.3(c), 2699.5, and 558, Ms. Kizart, acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties and injunctive relief for herself, all other aggrieved employees, and the State of California against PHFE for violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 227.3, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, and 2802.

Therefore, on behalf of all aggrieved employees, Ms. Kizart seeks all applicable penalties related to these violations of the California Labor Code pursuant to PAGA.

Pre-Litigation Demand

This notice shall further serve as Ms. Kizart's reasonable attempt to settle his dispute with PHFE prior to litigation. Pursuant to *Graham v. Daimler Chrysler Corp.*, 34 Cal. 4th 553 (2004), this notice serves to inform PHFE of Ms. Kizart's aforementioned grievances and the proposed remedies as detailed below, while affording PHFE a reasonable opportunity to satisfy Ms. Kizart's demands.

Demand is hereby made that PHFE shall, within 30 calendar days of this notice, agree, in writing to the following corrective actions:

1. PHFE shall pay Ms. Kizart and all other aggrieved employees employed by PHFE at any time during the past three years from the date of this notice unpaid wages and compensation for the above-referenced violations.

2. PHFE shall comply with all California labor laws and ensure that its non-exempt employees are paid overtime wages and minimum wages for all hours worked, and provided lawful meal and rest periods.
3. PHFE shall conduct a survey or interview all current and former aggrieved employees in California who worked for PHFE in the past three years to obtain information from them regarding the above-referenced violations, including, but not limited to: the number of meal periods which were not provided; the number of rest periods which were not authorized and permitted; and the number of employees who were required to pay for mobile device expenses; or other expenditures in the discharge of their duties, with the investigation to be completed within 60 days.
4. PHFE shall reimburse Ms. Kizart and all aggrieved employees who were required to pay for any business expenses incurred for PHFE's benefit, including, but not limited to, mobile device usage, as required by Labor Code section 2802.
5. PHFE shall pay accrued legal interest to Ms. Kizart and all aggrieved employees at the rate of 10% per annum for said unpaid wages.
6. PHFE shall provide Ms. Kizart and all aggrieved employees employed by PHFE at any time during the past three years from the date of this notice corrected wage statements that include the requisite information set forth in Labor Code section 226(a).
7. PHFE shall pay waiting time penalties, equal to 30 days of pay, to each former aggrieved employee who was not paid all wages due as described herein.
8. PHFE shall pay former aggrieved employees their vested vacation wages at their final rate of pay, in accordance with such contract of employment or employer policy respecting eligibility or time served, as required by Labor Code section 227.3.

PHFE shall pay all penalties arising from the violations of the Labor Code and IWC Wage Order sections referenced above and pursuant to PAGA, Labor Code sections 2698, *et seq.*, including, but not limited to, penalties under Labor Code sections 210, 226.3, 256, 558, 1174.5, 1197.1, and 2699, and IWC Wage Order No. 5-2001, section 20.

Thank you for your attention to this matter. If you have any questions, please contact me at the phone number or address below:

Ninel Kocharyan
Capstone Law APC
1875 Century Park East, Suite 1000
Los Angeles, CA 90067
(310) 556-4811

Best Regards,

A handwritten signature in cursive script, appearing to read "Ninel", is shown within a light gray rectangular box.

Ninel Kocharyan

Copy: PUBLIC HEALTH FOUNDATION ENTERPRISES, INC. (via U.S. Certified Mail)

Exhibit 3

FIRM PROFILE

Capstone Law APC is one of California's largest plaintiff-only labor and consumer law firms. Since its founding in 2012, Capstone has emerged as a major force in aggregate litigation, making law on cutting-edge issues and obtaining over five hundred million dollars in recovery for employees and consumers:

- In February, 2015, Capstone attorneys Raul Perez and Ryan H. Wu were honored with the *California Lawyer* Attorney of the Year (CLAY) award in labor and employment for their work in the landmark case *Iskanian v. CLS Transportation Los Angeles*, 59 Cal.4th 348 (2014), which preserved the right of California workers to bring representative actions under the Labor Code Private Attorneys General Act ("PAGA") notwithstanding a representative action waiver in an arbitration agreement.
- Recognized as a leading firm in the prosecution of PAGA enforcement actions, Capstone is responsible for some of the most important decisions in this area. In *Williams v. Superior Court (Marshall's of Calif.)*, 3 Cal.5th 531 (2017), Capstone attorneys achieved a watershed decision before the California Supreme Court as to the broad scope of discovery in PAGA actions. In *Baumann v. Chase Inv. Servs. Corp.*, 747 F.3d 1117 (9th Cir. 2014), a case of first impression, Capstone successfully argued that PAGA actions are state enforcement actions not covered by the Class Action Fairness Act.
- Capstone has made important contributions to consumer protection law. In *McGill v. Citibank N.A.*, 2 Cal. 5th 945 (2017), Capstone represented plaintiffs in a major decision holding that the right to seek public injunctive relief under the state's consumer protection laws cannot be waived and that consumers need not satisfy class certification requirements to enjoin unfair business practices on behalf of the public. In *Nguyen v. Nissan N.A.*, 726 F.3d 811 (9th Cir. 2019), Capstone attorneys reversed a denial of class certification, making law that clarified the use of "benefit of the bargain" damages models in consumer class actions.
- Capstone served as class counsel in a number of significant wage and hour settlements, including \$16.5 million on behalf of a California class in *Navarro v. United Parcel Service, Inc.*, BC592098 (Los Angeles Super. Ct.), \$12 million on behalf of a nationwide class of in *Hightower v. JPMorgan Chase Bank*, Case No. 11-01802 (C.D. Cal.), over \$10 million on behalf of non-exempt hourly workers in *Zamora v. Balboa Life & Casualty LLC*, Case No. BC360026 (L.A. Super. Ct.); and \$9 million on behalf of pharmacists in *Dittmar v. Costco Wholesale Corp.*, No. 14-1156 (S.D. Cal.). In *Vorise v. 24 Hour Fitness USA, Inc.*, No. C 15-02051 (Contra Costa Super. Ct.), Capstone and co-counsel negotiated an \$11 million PAGA settlement on behalf of over 36,000 employees for Labor Code violations.
- Capstone has an established practice in automotive defect class actions and is currently appointed sole class counsel, following contested class certification, in *Victorino v. FCA US, LLC*, No. 16-1617-GPC, 2019 WL 5268670 (S.D. Cal. Oct. 17, 2019) and *Salas v. Toyota Motor Sales, U.S.A., Inc.*, No. 15-8629-FMO, 2019 WL 1940619 (C.D. Cal. Mar. 27, 2019). Capstone was also lead counsel in *Vargas v. Ford Motor Co.*, No. 12-08388-AB, 2020 WL 1164066 (C.D. Cal. Mar. 5, 2020), which delivered over \$100 million to the Class.

SUMMARY OF SIGNIFICANT SETTLEMENTS

Since its founding, Capstone has settled over 500 high-stakes class and representative actions totaling well over \$500 million dollars. Capstone's settlements have directly compensated hundreds of thousands of California workers and consumers. Capstone's actions have also forced employers to modify their policies for the benefit of employees, including changing the compensation structure for commissioned employees and changing practices to ensure that workers will be able to take timely rest and meal breaks. A leader in prosecuting PAGA enforcement actions, Capstone has secured millions of dollars in civil penalties for the State of California.

The following is a representative sample of Capstone's settlements:

- *Vargas v. Ford Motor Co.*, 12-08388-AB (C.D. Cal.): providing cash payments and unique buyback program that will pay out more than \$100 million to class members;
- *Navarro et al v. United Parcel Service, Inc.*, No. BC592098 (Los Angeles Super. Ct.): gross settlement of \$16.5 million on behalf of approximately 180,000 non-exempt employees;
- *Hightower et al v. Washington Mutual Bank*, No. 2:11-cv-01802-PSG-PLA (N.D. Cal.): gross settlement of \$12 million on behalf of approximately 150,000 personal bankers, tellers, sales associates, and assistant branch manager trainees for wage and hour violations;
- *Moore v. PetSmart, Inc.*, No. 5:12-cv-03577-EJD (N.D. Cal.): gross settlement of \$10 million on behalf of over 19,000 non-exempt PetSmart employees for wage and hour violations;
- *Dittmar v. Costco Wholesale Corp.*, No. 14-1156 (S.D. Cal.): gross settlement of \$9 million on behalf of approximately 1,200 pharmacists for wage and hour violations;
- *Perrin v. Nabors Well Services Co.*, No. 56-2007-00288718 (Ventura Super. Ct.): gross settlement of over \$6.5 million on behalf of oil rig workers for sleep time and other wage violations;
- *Cook v. United Insurance Co.*, No. C 10-00425 (Contra Costa Super. Ct.): gross settlement of \$5.7 million on behalf of approximately 650 sales representatives;
- *Alvarez v. MAC Cosmetics, Inc.*, No. CIVDS1513177 (San Bernardino Super. Ct.): gross settlement of \$5.5 million for approximately 5,500 non-exempt employees.
- *Aceves v. AutoZone, Inc.*, No. 14-2032 (C.D. Cal.): gross settlement of \$5.4 million in a case alleging FCRA violations;
- *Berry v. Urban Outfitters Wholesale, Inc.*, No. 13-02628 (N.D. Cal.): gross settlement of \$5 million on behalf of over 12,000 nonexempt employees;
- *The Children's Place Retail Stores Wage & Hour Cases*, No. JCCP 4790: gross settlement of \$5 million on behalf of 15,000 nonexempt employees;
- *York v. Starbucks Corp.*, Case No. 08-07919 (C.D. Cal.): gross settlement of nearly \$5 million on behalf of over 100,000 non-exempt workers for meal break and wage statement claims;
- *Rodriguez v. Swissport USA*, No. BC 441173 (Los Angeles Super. Ct.): gross settlement of nearly \$5 million on behalf of 2,700 non-exempt employees following contested certification;
- *Asghari v. Volkswagen Group of North America*, Case No. 13-02529 (C.D. Cal.): Settlement providing complementary repairs of oil consumption defect, reimbursement for repairs, and extended warranty coverage of certain Audi vehicles valued at over \$20 million.

PROFESSIONAL BIOGRAPHIES

Partners

Rebecca Labat. Rebecca Labat is co-managing partner of Capstone Law APC, supervising the litigation for all of the firm's cases. She also manages the firm's co-counsel relationships and assists the firm's other partners and senior counsel with case management and litigation strategy. Under Ms. Labat's leadership, Capstone has successfully settled over 100 cases, delivering hundreds millions of dollars to California employees and consumers while earning statewide recognition for its cutting-edge work in developing new law.

Ms. Labat's career accomplishments representing consumers and employees in class actions include the certification of a class of approximately 3,200 current and former automobile technicians and shop employees for the miscalculation of the regular rate for purposes of paying premiums for missed meal and rest breaks.

Before her work representing plaintiffs in class and representative actions, Ms. Labat was an attorney with Wilson Elser and represented life, health, and disability insurers in litigation throughout California in both state and federal courts. She graduated from the University of California, Hastings College of the Law in 2002, where she was a member of the Hastings Civil Justice Clinic, served as a mediator in Small Claims Court for the City and County of San Francisco, and received the CALI Award for Excellence in Alternative Dispute Resolution. She received her undergraduate degree from the University of California, Los Angeles. Ms. Labat is a member of the National Employment Lawyers Association (NELA), the Consumer Attorneys Association of Los Angeles (CAALA), and the Beverly Hills Bar Association.

Raul Perez. Raul Perez is co-managing partner at Capstone, and has focused exclusively on wage and hour and consumer class litigation since 2011. Mr. Perez is the lead negotiator on numerous large settlements that have resulted in hundreds of millions to low-wage workers across California, including many of the most valuable settlements reached by Capstone.

During his career, Mr. Perez has successfully certified by way of contested motion and/or been appointed Lead Counsel or Interim Lead Counsel in several cases, including: *Lopes v. Kohl's Department Stores, Inc.*, Case No. RG08380189 (Alameda Super. Ct.); *Hightower v. JPMorgan Chase Bank*, Case No. 11-01802 (C.D. Cal.); *Tameifuna v. Sunrise Senior Living Managements, Inc.*, Case No. 13-02171 (C.D. Cal.) (certified class of over 10,000 hourly-paid employees); and *Berry v. Urban Outfitters Wholesale, Inc.*, Case No. 13-02628 (N.D. Cal.) (appointed lead counsel in a class action involving over 10,000 non-exempt employees). As the lead trial attorney in *Iskanian v. CLS Transportation Los Angeles*, 59 Cal. 4th 348 (2014), Mr. Perez, along with Mr. Wu, received the 2015 CLAY Award in labor and employment.

Mr. Perez received both his undergraduate degree and his law degree from Harvard University and was admitted to the California Bar in December 1994. Earlier in his career, Mr. Perez handled a variety of complex litigation matters, including wrongful termination and other employment related actions, for corporate clients while employed by some of the more established law firms in the State of California, including Morgan, Lewis & Bockius; Manatt Phelps & Phillips; and Akin Gump Strauss Hauer & Feld. Before Capstone, Mr. Perez was a partner at another large plaintiff's firm, helping to deliver millions of dollars in relief to California workers.

Melissa Grant. Melissa Grant is a partner and lead trial attorney at Capstone. Ms. Grant is responsible for litigating many of the firm's most contentious and high-stakes class actions and PAGA cases. The author of

numerous successful motions for class certification, Ms. Grant is the lead or co-lead attorney on numerous certified class actions currently on track for trial, representing over hundreds of thousands of California employees in pursuit of their wage and hour claims. She is also at the forefront in developing the law on the California Labor Code's Private Attorneys General Act (PAGA), including administrative exhaustion, the scope of discovery, manageability, and PAGA trial plans. Recently, Ms. Grant has taken two PAGA cases to trial and worked on several key PAGA appellate decisions, including *Williams v. Superior Court (Marshall's of CA LLC)*, 3 Cal.5th 531 (2017). Ms. Grant also represented the plaintiff in *Davidson v. Seterus, Inc.*, 21 Cal. App. 5th 283 (2018), which, in a case of first impression, found that the Defendant, a mortgage servicer, was a debt collector under California's Rosenthal Fair Debt Collection Practices Act. The case led to enactment of legislation that expressly includes "mortgage debt" within the Rosenthal Act's definition of "consumer credit" and amends the Rosenthal Act to expressly apply to debt collection activities involving residential mortgage loans.

Ms. Grant began her legal career as a law clerk for the Honorable Harry Pregerson, Justice, Ninth Circuit Court of Appeals. Thereafter, she was an associate with Sidley Austin LLP, where she represented Fortune 500 companies in commercial litigation and consumer class actions. Before joining Capstone, Ms. Grant was a Senior Associate with Quinn Emanuel Trial Attorneys, where she was on the trial team that prosecuted *Mattel v. Bratz (I)*, and a staff attorney in the Enforcement Division of the Securities and Exchange Commission, investigating ongoing violations of federal securities regulations and statutes. Ms. Grant graduated summa cum laude and first in her class from Southwestern Law School in 1999, where she served as editor-in-chief of the Law Review. She earned her undergraduate degree from Cornell University's College of Arts & Sciences, where she received the JFK Public Service Award and the Outstanding Senior Award (graduating class of 4,000 students). Ms. Grant has been a panelist and speaker on PAGA actions and wage-and-hour class actions at various annual and biannual California Bar Association, California Law Association, and Bridgeport Continuing Education conferences. Her published articles include: Los Angeles Lawyer: A PAGA Rollercoaster (September 2023), Battling for ERISA Benefits in the Ninth Circuit: Overcoming Abuse of Discretion Review, 28 Sw. U. L. Rev. 93 (1998), and CLE Class Actions Conference (SF) CAFA: Early Decisions on Commencement and Removal of Actions (2006).

Ms. Grant is a member of the Los Angeles County Women Lawyers Association of Los Angeles, the Consumer Attorneys Association of Los Angeles (CAALA), and the Consumer Attorneys of California. She was recently named a 2024 Worker Health & Safety Hero by Worksafe for her work in advancing workplace safety and justice. She also currently serves on the Los Angeles County Bar Association's President's Commission on Women in the Legal Profession, the Subcommittee on Gender Bias and Civility, and the Amicus Subcommittee, and is a member of the Executive Board of Los Angeles Lawyer magazine. Ms. Grant was recognized by the Daily Journal as a Top Employment & Labor Attorney in 2023 and has been selected as one of Southern California's "Super Lawyers" in 2022, 2023, and 2024.

Ryan H. Wu. Ryan H. Wu is a partner at Capstone and is primarily responsible for complex motion work and supervising court approval of class action settlements. Mr. Wu handles many of the most challenging legal issues facing Capstone's clients, including the scope and operation of PAGA, contested attorneys' fees motions, responding to objectors, and high-impact appeals. Mr. Wu is responsible for the merits briefing in *McGill v. Citibank, N.A.*, 2 Cal. 5th 945 (2017), where the California Supreme Court unanimously held that consumers' right to pursue public injunctive relief cannot be impeded by a contractual waiver or class certification requirements. He briefed the closely-watched *Williams v. Superior Court (Marshall's of CA LLC)*, 3 Cal.5th 531(2017), an important pro-employee ruling that broadened the scope of discovery in PAGA actions

and resolved a longstanding conflict regarding third-party constitutional privacy rights. He also authored the briefs in *Baumann v. Chase Inv. Servs. Corp.*, 747 F.3d 1117 (9th Cir. 2014), where, on an issue of first impression, the Ninth Circuit sided with Plaintiffs in holding that PAGA actions are state enforcement actions not covered by the CAFA. In February 2015, Mr. Wu, along with Mr. Perez, received the prestigious CLAY award for his successful appellate work, including briefing to the California Supreme Court, in *Iskanian*. Mr. Wu recently achieved an important consumer victory in *Nguyen v. Nissan N.A.*, 932 F.3d 811 (9th Cir. 2019), which clarified the use of “benefit of the bargain” damages models in consumer class actions. He also oversees the firm’s high-stakes fee disputes and settlement approval, with a highlight being his central role in achieving the highly publicized Ford transmission settlement, valued at over \$100 million.

Mr. Wu graduated from the University of Michigan Law School in 2001, where he was an associate editor of the *Michigan Journal of Law Reform* and contributor to the law school newspaper. He received his undergraduate degree in political science with honors from the University of California, Berkeley. He is a State Bar-certified Specialist in Appellate Law, and currently serves on the Committee for Appellate Courts for the California Lawyers Association (CLA) and the Los Angeles County Bar’s State Appellate Judicial Evaluation Committee. He is an editor of CLA’s monthly *Litigation Update*, and his work has been published by the *California Litigation Review*, *California Labor & Employment Review*, *Daily Journal*, and the *Los Angeles Lawyer*. He is a contributor to Continuing Education of the Bar (CEB) and is regularly invited to speak at professional conferences. He was named a Southern California Super Lawyer for 2023, 2024, 2025 and the 2024 Worker Health & Safety Hero by Worksafe for his work in advancing workplace safety and justice.

Robert Drexler. Robert Drexler is a partner with Capstone Law where he leads one of the firm’s litigation teams prosecuting wage-and-hour class actions. He has more than 25 years of experience representing clients in wage-and-hour and consumer rights class actions and other complex litigation in state and federal courts. Over the course of his career, Mr. Drexler has successfully certified dozens of employee classes for claims such as misclassification, meal and rest breaks, and off-the-clock work, ultimately resulting in multi-million dollar settlements. He has also arbitrated and tried wage-and-hour and complex insurance cases. Mr. Drexler has been selected as one of Southern California’s “Super Lawyers” in 2009 and every year from 2001 through 2024.

Before joining Capstone, Mr. Drexler was head of the Class Action Work Group at Khorrami Boucher, LLP and led the class action team at The Quisenberry Law Firm. Mr. Drexler graduated from Case Western Reserve University School of Law, where he served as Managing Editor of the *Case Western Reserve Law Review* and authored *Defective Prosthetic Devices: Strict Tort Liability for the Hospital?* 32 CASE W. RES. L. REV. 929 (1982). He received his undergraduate degree in Finance at The Ohio State University where he graduated *cum laude*. Mr. Drexler has been a member of Consumer Attorneys of California (CAOC) and Consumer Attorneys of Los Angeles (CAALA). He has been a featured speaker at class action and employment litigation seminars, and has published articles in CAOC’s *Forum Magazine* and *The Daily Journal*.

Jamie Greene. Jamie Greene is a partner with Capstone Law, where she leads the firm’s business development and case generation team. Ms. Greene is responsible for evaluating all potential new cases and referrals, developing new claims, and managing the firm’s client and cocounseling relationships. She also supervises the pre-litigation phase for all cases, including investigation, analysis, and client consultation.

Before joining Capstone, Ms. Greene began her legal career at Makarem & Associates representing clients in a wide array of cases ranging from wrongful death, insurance bad faith, employment, personal injury,

construction defect, consumer protection, and privacy law. Ms. Greene is a graduate of the University of Southern California Gould School of Law and earned her bachelor's degree from Scripps College in Claremont, California.

Bevin Allen Pike. Bevin Allen Pike is a partner with Capstone Law, where she focuses primarily on wage-and-hour class actions. Ms. Pike has spent her entire legal career representing employees and consumers in wage-and-hour and consumer rights class actions. Over the course of her career, Ms. Pike has successfully certified dozens of employee and consumer classes for claims such as meal and rest breaks, unpaid overtime, off-the-clock work, and false advertising.

Before joining Capstone, Ms. Pike's experience included class and representative action work on behalf of employees and consumers at some of the leading plaintiffs' firms in California. Ms. Pike graduated from Loyola Law School, Los Angeles, where she was an Editor for the International and Comparative Law Review. She received her undergraduate degree from the University of Southern California. Ms. Pike has been selected as one of Southern California's "Super Lawyers – Rising Stars" every year from 2012 through 2015.

Senior Counsel

Theresa Carroll. Theresa Carroll is a senior counsel at Capstone Law. Her practice is devoted to the Appeals & Complex Motions team, working on various settlement and approval projects.

Prior to joining Capstone, Ms. Carroll was an associate with Parker Stanbury, LLP, advising small business owners on various employment matters and worked as an associate attorney for O'Donnell & Mandell litigating employment discrimination and sexual harassment cases. In 1995, she graduated from Southwestern University School of Law where she was on the trial advocacy team and was awarded the prestigious Trial Advocate of the Year award sponsored by the American Board of Trial Advocates (ABOTA) for Southwestern University School of Law. Ms. Carroll received her Bachelor of Science degree in speech with an emphasis in theatre from Iowa State University.

Liana Carter. Liana Carter is a senior counsel with Capstone Law APC, specializing in complex motions, writs, and appeals. Her work on recent appeals has included reversing a denial of class certification decision in *Brown v. Cinemark USA, Inc.*, No. 16-15377, 2017 WL 6047613 (9th Cir. Dec. 7, 2017), affirming a denial of a motion to compel arbitration in *Jacoby v. Islands Rests., L.P.*, 2014 Cal. App. Unpub. LEXIS 4366 (2014) and reversal of a dismissal of class claims in *Rivers v. Cedars-Sinai Med. Care Found.*, 2015 Cal. App. Unpub. LEXIS 287 (Jan. 13, 2015). Ms. Carter was responsible for drafting the successful petition for review in *McGill v. Citibank N.A.*, as well as the petition for review and briefing on the merits in *Williams v. Superior Court*, 2017 WL 2980258. Ms. Carter also has extensive prior experience in overseeing settlement negotiations and obtaining court approval of class action settlements.

Ms. Carter was admitted to the California bar in 1999 after graduating from the University of Southern California Gould School of Law, where she was an Articles Editor on the board of the *Southern California Law Review*. She received her undergraduate degree with honors from the University of California, Irvine.

Anthony Castillo. Anthony Castillo is a senior counsel with Capstone Law. His practice focuses on analyzing and developing pre-litigation wage-and-hour and consumer claims, including PAGA representative actions and class actions for failure to pay overtime and minimum wages, meal and rest period violations, and claims under the Fair Labor Standards Act and the Investigative Consumer Reporting Agency Act. Prior to joining Capstone, he was an associate at a California bankruptcy practice, where he represented individual and

business debtors in liquidations and re-organizations as well as various debt and foreclosure defense-related issues.

Mr. Castillo graduated from Loyola Law School, Los Angeles in 2009, where he volunteered with the Disability Rights Legal Center. He attended Stanford University for his undergraduate degree, majoring in Political Science and minoring in History. Anthony is admitted to practice law in California and Washington and before the United States District Court for the Central and Southern Districts of California.

Abigail Gertner. Abigail Gertner is a senior counsel with Capstone Law. Ms. Gertner pursues automotive defect and other consumer class action litigation, with a focus on defective products. Her efforts have contributed to the successful resolution of numerous cases, including *Weckwerth v. Nissan North America, Inc.*, No. 18-00588 (M.D. Tenn.) (providing a \$407 to \$547 million-dollar benefit to a class of nearly 3 million consumers); *Hickman v. Subaru of America, Inc.*, No. 21-02100 (D.N.J.) (providing reimbursements transmission repairs and warranty extensions to approximately 160,000 consumers); *Rieger v. Volkswagen Group of America, Inc.*, No. 21-10546 (D.N.J.) (providing reimbursements for engine repairs and warranty extensions to over 300,000 consumers); and *Gioffe v. Volkswagen Group of America, Inc.*, No. 22-00193 (D.N.J.) (providing 100% reimbursement for repairs or replacement of gateway control modules damaged by water intrusion).

Prior to joining Capstone Law, Ms. Gertner accumulated over two decades of litigation experience as a class action attorney, working in consumer protection, ERISA, healthcare, securities, and antitrust litigation at several nationally recognized law firms. During her time at Santa Clara University School of Law, she interned at the Santa Clara County District Attorney's Office in the Child and Elder Abuse unit. Prior to that, she graduated from Tulane University with a Bachelor of Science in Psychology and a Bachelor of Arts in Classical Studies.

Helga Hakimi. Helga Hakimi is a senior counsel at Capstone Law. Her practice primarily involves employment law class action litigation, namely wage-and-hour class actions and PAGA litigation on behalf of employees for failure to pay overtime and minimum wages, provide meal and rest breaks, and provide compensation for off-the-clock work, and related employer violations under the Fair Labor Standards Act and California Labor Code.

Prior to joining Capstone, Ms. Hakimi was a partner at a civil litigation firm in West Los Angeles, where she handled mainly real estate litigation, business litigation, and defense of some employment law matters; prior to that, she worked as a civil litigation attorney handling complex personal injury litigation. Ms. Hakimi's interest in advocating for employee rights began in law school, where she volunteered for the Workers' Rights Clinic and assisted low-income community members in Northern California's greater Bay Area region with employment-related legal issues. Upon graduating from law school, Ms. Hakimi worked as an associate for a municipal law firm, and thereafter at the local City Attorney's Office, where she advised municipalities and cities in civil matters involving land use, environmental law, development issues, Constitutional law, and First Amendment rights. Ms. Hakimi graduated from Berkeley Law (Boalt Hall School of Law), where she earned her Juris Doctorate and was awarded the Prosser Award in Remedies. Ms. Hakimi received her Bachelor of Arts degree in Political Science with a minor in Education Studies from the University of California, Los Angeles, and graduated summa cum laude and with Departmental Highest Honors.

Majdi Hijazin. Majdi Hijazin is a senior counsel at Capstone Law. His practice primarily focuses on representing consumers in complex litigation matters. Currently, Mr. Hijazin prosecutes automotive defect and other consumer class action lawsuits throughout the United States. Prior to joining Capstone, Mr. Hijazin

led a national team of six attorneys in bringing claims under the Illinois Biometric Information Privacy Act (BIPA), where he and his team routinely obtained high-value settlements for their clients.

Mr. Hijazin has prosecuted many individual and class action lawsuits under the Fair Credit Reporting Act (FCRA), the Fair Debt Collection Practices Act (FDCPA), the Telephone Consumer Protection Act (TCPA), and the Illinois Consumer Fraud Act (ICFA). On behalf of aggrieved homeowners, Mr. Hijazin was part of a trial team where his efforts were instrumental in securing two multi-million-dollar jury verdicts. See *Hammer v. Residential Credit Solutions, Inc.*, No. 13 C 6397 (N.D. Ill. Dec. 3, 2015), and *Saccameno v. Ocwen Loan Servicing, LLC*, 372 F. Supp. 3d 609 (N.D. Ill. 2019). Most recently, in late 2023, Mr. Hijazin's work was vital in securing a seven-digit settlement on the third day of trial. Mr. Hijazin graduated from the University of Illinois Chicago School of Law.

Daniel Jonathan. Daniel Jonathan is a senior counsel at Capstone Law. His practice primarily involves wage-and-hour class actions and PAGA litigation on behalf of employees for the failure to pay overtime and minimum wages, failure to provide meal and rest breaks, claims under the Fair Labor Standards Act, and other California Labor Code violations.

Prior to joining Capstone, Mr. Jonathan began his career as an associate at Kirkland & Ellis representing Fortune 500 clients in high-stakes litigation in various matters, including class action defense and plaintiff's actions for accounting fraud. Following that, he was a senior counsel at a boutique litigation firm where he successfully first-chaired several trials. Mr. Jonathan graduated from the Northwestern University School of Law. He received his undergraduate degree in Accounting from the University of Southern California, where he graduated cum laude. He has passed the CPA examination and worked as an auditor at Deloitte before attending law school.

Jonathan Lee. A senior counsel with Capstone, Jonathan Lee primarily litigates employment class actions. At Capstone, Mr. Lee has worked on several major successful class certification motions, and his work has contributed to multi-million dollar class settlements against various employers, including restaurant chains, retail stores, airport staffing companies, and hospitals. Prior to joining Capstone, Mr. Lee defended employers and insurance companies in workers' compensation actions throughout California.

Mr. Lee graduated in 2009 from Pepperdine University School of Law, where he served as an editor for the Journal of Business, Entrepreneurship and the Law; he received his undergraduate degree from UCLA.

Shealene Mancuso. Shealene Mancuso is a senior counsel with Capstone, specializing in employment class action litigation. Her practice is devoted to wage-and-hour class actions and Private Attorneys General Act litigation on behalf of employees for the failure to pay overtime and minimum wages, failure to provide meal and rest breaks, failure to provide compensation for off-the-clock work, claims under the Fair Labor Standards Act, and other California Labor Code violations.

Prior to joining Capstone Law, Ms. Mancuso was a Partner at a California maritime law firm, representing employers in federal claims brought by domestic and foreign civilian employees for benefits for injuries sustained while working on U.S. military bases for government contractors. She also has extensive litigation experience representing individuals in federal vaccine injury, personal injury, and family law matters. She served on the Board of Directors of a Philadelphia domestic violence organization and as a pro bono attorney assisting low-income families with custody and grandparent's rights matters. In 2020, she was recognized as a Rising Star by Super Lawyers.

Ms. Mancuso graduated from Temple University, Beasley School of Law in 2014, where she was a Fellow in the Rubin Public Interest Law Honor Society, served as the Volunteer Chair of the Women's Law Caucus, Women's Rights Chair of the National Lawyers Guild, Membership Coordinator of the American Constitution Society, and board member of the School to Prison Pipeline, and volunteered with the Domestic Violence Assistant Project. She began to develop her litigation skills through the Integrated Trial Advocacy Program at Temple Law, as a certified law clerk with the Ventura County District Attorney's Office, and through internships with non-profit organizations. She received her undergraduate degree from the University of California, Riverside, where she majored in Sociology: Law and Society.

Trisha Monesi. Trisha Monesi is a senior counsel at Capstone Law. Her practice focuses on wage-and-hour class actions and PAGA litigation on behalf of employees for the failure to pay overtime and minimum wages, failure to provide meal and rest breaks, claims under the Fair Labor Standards Act, and other California Labor Code violations.

Prior to practicing wage-and-hour class actions and PAGA litigation, Ms. Monesi prosecuted consumer class actions in state and federal court, focusing on automotive and consumer product defects, data breaches, and false advertising. Ms. Monesi graduated from Loyola Law School, Los Angeles in 2014, where she served as an editor of the Loyola of Los Angeles Entertainment Law Review and was a certified law clerk at the Center for Juvenile Law and Policy. She earned her undergraduate degree from Boston University in 2011, where she majored in Political Science and International Relations.

Robert Myong. Robert Myong is a senior counsel at Capstone Law. His practice focuses on helping employees recover their unpaid wages, overtime, and penalties in class actions and PAGA representative actions in state and federal court.

Prior to joining Capstone, Mr. Myong managed a team of attorneys that recovered millions of dollars on behalf of employees for their unpaid wages, discrimination, harassment, retaliation, and wrongful termination claims. Robert is a graduate of Whittier Law School and earned his bachelor's degree in economics from the University of Southern California.

Cody Padgett. Cody Padgett is a senior counsel with Capstone Law. Mr. Padgett prosecutes automotive defect and other consumer class action lawsuits during all stages of litigation. His work has been integral to achieving contested class certification in several automotive defect cases, including *Falco v. Nissan N. Am. Inc.*, No. 13-00686 (C.D. Cal.) (certifying a class of owners/lessees of Nissan vehicles), *Salas v. Toyota Motor Sales, U.S.A., Inc.*, No. 15-08629 (C.D. Cal.) (certifying a class of owners/lessees of Toyota vehicles), and *Victorino v. FCA US, LLC*, No. 16-01617 (S.D. Cal.) (certifying a class of owners/lessees of Dodge Dart vehicles). Mr. Padgett's efforts have also contributed to major settlements of automotive defect and consumer cases, providing substantial monetary relief to millions of class members, valued in the hundreds of millions of dollars. See, e.g., *Weckwerth v. Nissan North America, Inc.*, No. 18-00588 (M.D. Tenn.) (providing a \$407 to \$547 million-dollar benefit to a class of nearly 3 million consumers).

Prior to joining Capstone Law, Mr. Padgett assisted with the defense of major felony cases at the San Diego County Public Defender's Office. During law school, Mr. Padgett served as a judicial extern to the Honorable C. Leroy Hansen, United States District Court for the District of New Mexico. He graduated from California Western School of Law in the top 10% of his class and received his undergraduate degree from the University of Southern California, where he graduated *cum laude*. Mr. Padgett is admitted to practice in California, before

the Ninth Circuit Court of Appeals, and before United States District Court for the Northern, Eastern, Central, and Southern Districts of California.

Shahin Rezvani. Shahin Rezvani is a senior counsel with Capstone Law. His practice involves litigating consumer class action lawsuits. Mr. Rezvani has significant experience in high-stakes trials. He played a pivotal role in the *Freedom Wireless v. Boston Communications* five-month patent infringement jury trial, securing a then-monumental \$128 million verdict. Equally significant was his role in the *Rambus v. Micron* antitrust jury trial, defeating a \$4 billion claim, and the *Micron v. Rambus* spoliation trial resulting in Rambus's SDRAM and DDR SDRAM patents being rendered unenforceable. Mr. Rezvani's impact extends beyond big cases as well, including securing a favorable verdict for an executive in the entertainment industry and successfully defending against claims for breach of contract and fraud in the electronics sector. He has also obtained judgments as a matter of law on post-trial motions and secured summary judgments, such as a victory in an early cybersquatting suit for the Academy of Motion Picture Arts and Sciences.

Prior to Capstone, Mr. Rezvani was a senior attorney at a plaintiff's class action firm, where he handled wage & hour, consumer fraud, data breach, and other class actions. While there, he helped achieve the second largest settlement in the nation for an ADA class action case against Hyatt Corporation. With over two decades of legal expertise in antitrust, class action, consumer fraud, copyright, employment, patent, securities, and trademark disputes, his skills and accomplishments span a wide range of practice areas. Mr. Rezvani has previously represented both plaintiffs and defendants in antitrust, ERISA, employment and other matters. Mr. Rezvani graduated from UC Berkeley School of Law, and earned his Bachelor of Arts from University of California, Los Angeles.

Eduardo Santos. Eduardo Santos is a senior counsel at Capstone Law, and concentrates his practice on managing and obtaining court approval of many of Capstone's wage-and-hour, consumer, and PAGA settlements, from the initial contract drafting phase to motion practice, including contested motion practice on attorneys' fees. Over the course of his career, Mr. Santos has helped to secure court approval of over one hundred high-stakes class and representative action settlements totaling over \$100 million.

Before joining Capstone, Mr. Santos began his career at a prominent plaintiff's firm in Los Angeles specializing in mass torts litigation, with a focus on complex pharmaceutical cases. Most notably, he was involved in the national Vioxx settlement, which secured a total of \$4.85 billion for thousands of individuals with claims of injuries caused by taking Vioxx. Mr. Santos graduated from Loyola Law School, Los Angeles, where he was a recipient of a full-tuition scholarship awarded in recognition of academic excellence. While in law school, Mr. Santos served as an extern for the Honorable Thomas L. Willhite, Jr. of the California Court of Appeal. He graduated magna cum laude from UCLA and was a recipient of the Ralph J. Bunche Scholarship for academic achievement.

Mao Shiokura. Mao Shiokura is a senior counsel with Capstone. Her practice focuses on identifying, evaluating, and developing new claims, including PAGA representative actions and class actions for wage-and-hour violations and consumer actions under the Consumers Legal Remedies Act, False Advertising Law, Unfair Competition Law, and other consumer protection statutes. Prior to joining Capstone, Ms. Shiokura was an associate at a California lemon law firm, where she represented consumers in Song-Beverly, Magnuson-Moss, and fraud actions against automobile manufacturers and dealerships.

Ms. Shiokura graduated from Loyola Law School, Los Angeles in 2009, where she served as a staff member of Loyola of Los Angeles Law Review. She earned her undergraduate degree from the University of Southern

California, where she was a Presidential Scholar and majored in Business Administration, with an emphasis in Cinema-Television and Finance.

John Stobart. John Stobart is a senior counsel with Capstone Law. He focuses on appellate issues in state and federal courts and contributes to the firm's amicus curiae efforts to protect and expand the legal rights of California employees and consumers. Mr. Stobart has significant appellate experience having drafted over two dozen writs, appeals and petitions, and having argued before the Second, Fourth, and Fifth Districts of the California Court of Appeal.

Prior to joining Capstone, Mr. Stobart was a law and motion attorney who defended against civil liability in catastrophic injury and wrongful death cases brought against his clients, which included the railroad, public schools, small businesses, and commercial and residential landowners. He has drafted and argued scores of dispositive motions at the trial court level and had success in upholding judgments and verdicts on appeal. He graduated cum laude from Thomas Jefferson School of Law where he was on the mock trial competition team and earned his undergraduate degree from the Ohio State University.

Roxanna Tabatabaee pour. Roxanna Tabatabaee pour is a senior counsel with Capstone Law. Her practice primarily involves representing employees in class actions and representative actions for various violations of the California Labor Code.

Before joining Capstone, Ms. Tabatabaee pour's experience included representing workers in single-plaintiff and class/representative action lawsuits regarding wage-and-hour violations, as well as individual claims for discrimination, retaliation, failure to accommodate, harassment, and wrongful termination, under both California and federal laws. Ms. Tabatabaee pour received her undergraduate degrees from the University of California San Diego. She subsequently graduated from the American University, Washington College of Law, where she was a Marshall-Brennan Constitutional Literacy Fellow and taught Constitutional Literacy to teens in marginalized communities.

Ryan Tish. Ryan Tish is a senior counsel at Capstone Law. His practice primarily involves wage-and-hour class actions and Private Attorneys General Act ("PAGA") representative actions on behalf of employees for the failure to pay overtime and minimum wages, failure to provide meal and rest breaks, failure to reimburse necessary business expenses, and other claims under the Fair Labor Standards Act and California Labor Code.

Before joining Capstone, Mr. Tish was an associate at a civil litigation firm in Los Angeles, handling a variety of matters, including commercial contracts, real estate, and employment law. Mr. Tish has represented both employers and employees in actions ranging from individual claims of discrimination, harassment, retaliation, and wrongful termination, to class and representative actions for wage-and-hour and privacy law violations. Mr. Tish is a graduate of the University of Southern California Gould School of Law and earned his bachelor's degree in civil and environmental engineering from the University of California, Los Angeles. Mr. Tish is admitted to practice law in California and before the United States District Court for the Northern, Eastern, Central, and Southern Districts of California.

Orlando Villalba. Orlando Villalba is a senior counsel at Capstone Law. His practice primarily involves wage-and-hour class actions and PAGA litigation on behalf of employees for the failure to pay overtime and minimum wages, failure to provide meal and rest breaks, claims under the Fair Labor Standards Act, and other California Labor Code violations.

Mr. Villalba began his career at Kirkland & Ellis where he handled a wide range of business litigation matters, including transnational contract disputes, insurance-related tort claims, developer litigation, and civil rights actions. He also has extensive plaintiff-side experience representing government agencies and note-holders in the pursuit of mortgage and other fraud losses. Mr. Villalba graduated from Stanford Law School, where he served as an articles editor on the Stanford Journal of Law, Business & Finance. After law school, he clerked for the Honorable Warren Matthews of the Alaska Supreme Court. Orlando received his bachelor's degree in International Business from the University of Southern California.

Associates

Tyler Anderson. Tyler Anderson is an associate with Capstone Law. His practice focuses on complex motions, writs, and appeals. Before joining Capstone, Mr. Anderson was Co-Director of the Los Angeles Center for Community Law and Action (“LACCLA”), a nonprofit law firm that represents tenant unions and union organizers. While there, Mr. Anderson tried a disparate impact federal Fair Housing Act case that resulted in a jury verdict of over \$1,000,000. He also frequently used California Anti-SLAPP laws to block attempts to silence tenant union organizers. Prior to working at LACCLA, Mr. Anderson clerked for the Honorable Martha Vazquez, a federal district court judge for the District of New Mexico who, at the time, sat on the Executive Committee of the Federal Judiciary. Before that, Mr. Anderson was a litigation associate at the international law firm Jenner & Block LLP. Mr. Anderson graduated from Harvard Law School, where he was the Executive Articles Editor of the Harvard Journal on Legislation as well as President of one of the largest student-run pro bono organizations at Harvard University, Project No One Leaves. He graduated with several “Dean’s Scholar” prizes for receiving top grades in his constitutional law courses.

Afife Bicakci. Afife Bicakci is an associate with Capstone Law. Her practice focuses on prosecuting wage-and-hour class actions and representative actions under the Private Attorneys General Act (“PAGA”) on behalf of employees. Before joining Capstone, she also represented employees in actions brought under the Fair Employment and Housing Act (“FEHA”) involving discrimination, harassment, and retaliation claims. Earlier in her career, in Turkey, she litigated employment disputes from the defense side. Ms. Bicakci earned her Bachelor of Laws (J.D. equivalent) from Baskent University in Ankara, Turkey, and her LL.M. from Lincoln Law School of San Jose.

Sairah Budhwani. Sairah Budhwani is an associate with Capstone Law. Her practice focuses on evaluating and analyzing pre-litigation wage-and-hour claims, including claims for violations of overtime and minimum wage law, meal and rest period requirements, and off-the-clock work violations. Previously, Ms. Budhwani litigated employment discrimination, harassment, and retaliation claims, and also represented incarcerated individuals contesting the conditions of their confinement. Ms. Budhwani graduated from UCLA School of Law in 2019 and received an undergraduate degree in Urban Studies from University of California, Irvine in 2012. Ms. Budhwani is admitted to practice law in California. She is fluent in Urdu.

Jaime “Jimmy” Castañeda. Jaime Castañeda is an associate with Capstone Law. His practice focuses on prosecuting wage-and-hour class actions and Private Attorneys General Act (“PAGA”) representative actions on behalf of employees. Mr. Castañeda has experience representing both plaintiffs and defendants in employment law matters. Before joining Capstone, Mr. Castañeda was an associate at a California civil litigation firm where he represented employees in cases involving whistleblower retaliation, disability discrimination, racial discrimination, wrongful termination, and other forms of discrimination in the workplace. Mr. Castañeda graduated from Boston University School of Law in 2021. Prior to attending law school, Mr. Castañeda worked in the non-profit sector, providing free legal immigration services to the

undocumented community in Los Angeles County. He received his undergraduate degree from the University of California, Los Angeles, where he double majored in Political Science and History.

Richard J. Hogan. Richard J. Hogan is an associate with Capstone Law. Mr. Hogan represents employees and consumers in complex litigation, primarily wage-and-hour class actions and PAGA representative actions. Mr. Hogan focuses on matters proceeding to trial, arbitration, and mediation. Over the course of his career, Mr. Hogan has argued over 40 combined jury and bench trials in the criminal, family, and general civil law arenas. Prior to joining Capstone, Mr. Hogan advocated for clients in a wide range of cases including complex product liability, professional negligence, and homicide. Mr. Hogan graduated from University of California, Hastings College of the Law, where he was an editor on the Hastings Business Law Journal.

Jeffrey “Jeff” Jimenez. Jeffrey “Jeff” Jimenez is an associate with Capstone. His practice focuses on prosecuting wage-and-hour class actions and Private Attorneys General Act (“PAGA”) representative actions on behalf of employees. Before joining Capstone, Mr. Jimenez was an associate at a plaintiff’s law firm where he represented employees in class and PAGA actions, and Fair Employment Housing Act (“FEHA”) actions for discrimination, harassment, and retaliation claims. Mr. Jimenez graduated from Southwestern School of Law. He obtained his undergraduate degree from the University of California, Irvine, where he majored in History. Prior to transitioning to law, Mr. Jimenez worked as a special education teacher in southern California.

Ninel Kocharyan. Ninel Kocharyan is an associate with Capstone. Her practice focuses on evaluating and analyzing pre-litigation wage-and-hour claims, including claims for violation of overtime and minimum wage law, meal and rest period requirements, and off-the-clock work violations. Ms. Kocharyan began her career in entertainment law reviewing, drafting, and negotiating contracts for talent and ensuring FTC compliance. She immigrated to the United States from Russia at the age of 15 with a passion to pursue a career in law. Ms. Kocharyan graduated from Thomas Jefferson School of Law in 2014 and received her undergraduate degree from University of California, Los Angeles where she majored in Political Science. Ms. Kocharyan is admitted to practice law in California.

Chase Laurent. Chase Laurent is an associate with Capstone Law. His practice focuses on evaluating and analyzing pre-litigation wage-and-hour claims, including claims for violation of overtime and minimum wage law, meal and rest period requirements, off-the-clock work violations, and unpaid business expenses. Previously, he litigated individual employment actions on behalf of plaintiffs, including discrimination, harassment, retaliation, wrongful termination, and wage-and-hour claims. Mr. Laurent graduated from University of San Francisco School of Law, where he served as the Technical Editor for the USF Law Review and twice competed on the USF Moot Court Competition Team. He earned his undergraduate degree at California Polytechnic State University, San Luis Obispo, where he majored in Psychology, with a double-minor in Child Development and Law & Society.

Alexander Lima. Alexander Lima is an associate with Capstone Law. His practice focuses on evaluating pre-litigation wage-and-hour claims, including potential violations of overtime and minimum wage law, meal and rest period requirements, and off-the-clock work issues, as well as consumer protection claims. Previously, Mr. Lima was an associate at a California civil litigation practice representing individuals and entities in real estate disputes. Mr. Lima graduated from Santa Clara University, School of Law in 2018, where he served as an Executive Board Member of the Honors Moot Court and was selected as a regional finalist for the American Bar Association Negotiation Competition. He received his undergraduate degree from the University of California, Riverside in 2014.



Alexander Wallin. Alexander Wallin is an associate at Capstone Law. He is a passionate litigator who has successfully represented employees against corporate injustice. Mr. Wallin has recovered millions of dollars in numerous wage-and-hour class actions, PAGA actions, and individual discrimination lawsuits. He has a particular interest in representing economically disadvantaged employees who cannot afford legal representation on a retainer-fee basis. Mr. Wallin is a member of the Los Angeles County Bar Association's Employment Law Section and stays up-to-date with the rapidly evolving areas of wage-and-hour protections. He graduated from Loyola Law School in 2017 and is admitted to practice law in California, as well as before the United States District Court for Central and Northern Districts of California. He has been selected as a Southern California "Super Lawyers – Rising Star" in 2022 and 2023.

Exhibit 4

LAFFEY MATRIX

[History](#)
[Case Law](#)
[See the Matrix](#)
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[Home](#)

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

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

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

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

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

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8 Attorneys for Plaintiff Kamure Kizart

9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

10 **FOR THE COUNTY OF CONTRA COSTA**

11 KAMURE KIZART, as an aggrieved employee
pursuant to the Private Attorneys General Act
12 (“PAGA”), on behalf of the State of California
and other non-party Aggrieved Employees,

13 Plaintiff,

14 v.

15 PUBLIC HEALTH FOUNDATION
16 ENTERPRISES, INC., a California corporation;
and DOES 1 through 10, inclusive,

17 Defendants.
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Case No. C24-03522

Assigned to the Hon. Edward G. Weil

**DECLARATION OF KAMURE KIZART IN
SUPPORT OF MOTION FOR COURT
APPROVAL OF THE PAGA SETTLEMENT
AGREEMENT**

Date: TBD
Time: 9:00 a.m.
Place: Department 39

Complaint Filed: December 26, 2024
Trial Date: None Set

DECLARATION OF KAMURE KIZART

I, Kamure Kizart, hereby declare as follows:

1. I am over eighteen years old. Unless the context indicates otherwise, I have personal knowledge of the following facts, and if called as a witness, I could and would testify competently to them. I am the named plaintiff in the above-captioned action. I make this declaration in support of the Motion for Court Approval of the Parties' PAGA Settlement.

2. I was employed by Defendant Public Health Foundation Enterprises, Inc. ("Defendant") as a Shelter Specialist at its Brookside Shelter location in Richmond, California from approximately July 2023 to April 2024. My job duties included monitoring clients, cleaning, preparing food, and monitoring the property.

3. I decided to file this lawsuit because I had a number of grievances against Defendant stemming from its labor policies. These grievances are set forth in detail in the operative Complaint and my letter to California Labor and Workforce Development Agency ("LWDA").

4. Prior to filing the action, my attorneys and I had multiple conferences about the factual bases for the claims that I wanted to pursue against Defendant.¹ During those conferences, my attorneys provided me with an overview of how those claims would be litigated, and generally educated me about the nature of complex/representative litigation and my role as the representative Plaintiff.

5. After retaining my attorneys, I spent considerable time on the phone discussing the facts of my case with my attorneys. I discussed the facts related to my employment with Defendant, including discussing my job duties and responsibilities, my job position, the hours and days I worked, and how I was compensated.

6. When I agreed to represent the LWDA as a deputized private attorney general, I understood it was my duty to be readily available and to participate actively in this case. I knew that I would be required to review documents, search for documents and produce them to my attorneys, answer written questions, potentially answer oral questions and testify truthfully under oath, and be

¹ Although the preservation of my attorney-client privilege requires that I refrain from revealing the specifics of my communications with my attorneys, I understand that the privilege is not waived by stating generally the matters that I have discussed with my attorneys.

1 available to appear in court, if necessary.

2 7. I understood that I needed to maintain awareness of the status and progress of the
3 lawsuit.

4 8. My attorneys provided me with a draft of the Complaint for my review and approval. I
5 closely reviewed the Complaint to ensure accuracy and completeness. Following the filing of the
6 Complaint, I collaborated with my attorneys on the prosecution of my claims, and I regularly contacted
7 my attorneys to stay current on the status of the litigation, and to discuss my attorneys' progress in
8 prosecuting the claims.

9 9. I have worked to the best of my ability to prosecute this action on behalf of the LWDA,
10 always considering the interests of the LWDA just as I would consider my own interests. I believe
11 PAGA actions are an important tool to assure compliance with the Labor Code. Since initiating this
12 lawsuit until now, I have kept aware of the status of the lawsuit and provided my attorneys with
13 information used by them in the litigation. I have spent large amounts of time and effort pursuing my
14 claims and the claims of the other employees from the time I retained my attorneys to the present date.

15 10. I have carefully reviewed the terms of the proposed settlement. My attorneys explained
16 the specifics of how the settlement would work and I accepted the settlement only after I had spent time
17 evaluating the proposed outcome to assure that it was fair. Based on my attorneys' evaluation and
18 recommendation, and my own review, I believe the settlement is fair and reasonable in light of PAGA's
19 policies and purposes.

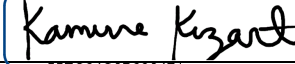
20 11. In summary, over the course of this litigation I have spent a significant amount of time
21 conferring and working with my attorneys on the prosecution of my claims and evaluating the settlement
22 and related documents. I estimate that I have spent between 25 and 35 hours assisting my attorneys in the
23 prosecution of this lawsuit.

24 12. I am committed to this case and will continue to make myself available as needed in the
25 settlement process.

26 13. I am not affiliated with the settlement's cy pres beneficiary, The Justice Gap Fund
27 ("JGF") maintained by The State Bar of California, and do not have any interests or involvement in
28 JGF's governance or administration that could create the appearance of a conflict of interest.

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I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on [Date] 12/4/2025, at [City] San pablo, California.

DocuSigned by:

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Kamure Kizart