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Attorneys for PLAINTIFF

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SACRAMENTO

MAHARI SMITH, an individual, in his
representative capacity on behalf of the State of
California, as a private attorney general,

Plaintiff,

vs.

NORTH SACRAMENTO HEALTHCARE,
LLC, d.b.a. NORTH POINTE CARE CENTER,
a California limited liability company; and
DOES 1-50, Inclusive,

Defendants.

Case No.: 25CV002151

**DECLARATION OF SHANI O. ZAKAY,
ESQ., IN SUPPORT OF MOTION TO
APPROVE PAGA SETTLEMENT**

Date: August 21, 2026
Time: 9:00 a.m.

Judge: Hon. Jill H. Talley
Dept: 8A

1 I, SHANI O. ZAKAY, declare as follows:

2 1. I am the managing partner of Zakay Law Group, APLC, and co-counsel of record for
3 Plaintiff MAHARI SMITH (“Plaintiff”). As such, I am fully familiar with the facts, pleadings, and
4 history of the matter. I am submitting this declaration in support of Plaintiff’s Motion to Approve
5 PAGA Settlement.

6 **I. EXHIBITS**

7 2. Attached hereto as **Exhibit #1** is a true and correct copy of the fully executed PAGA
8 Settlement Agreement (“Agreement” or “Settlement Agreement”).

9 3. Attached hereto as **Exhibit #2** is a true and correct copy of a detailed breakdown of the
10 total fees and the services performed by my firm on this case. The attached shows that Zakay Law
11 Group, APLC billed a total of 99.4 hours for a total of \$71,730.00 successfully litigating this action.

12 4. Attached hereto as **Exhibit #3** is a true and correct copy of the Zakay Law Group, Cost
13 Summary detailing the actually incurred litigation expenses by the Zakay Law Group APLC, for this
14 matter as of July 27, 2026. As shown in detail in the attached transaction summary, Zakay Law Group,
15 APLC incurred a total of \$11,235.82 in litigation costs prosecuting this action.

16 5. Attached hereto as **Exhibit #4** is a true and correct copy of Zakay Law Group, APLC
17 “Firm Resume” detailing some of the major cases Zakay Law Group, APLC has undertaken.

18 6. Attached hereto as **Exhibit #5** is a true and correct copy of the proof of filing with the
19 Labor and Workforce Development Agency notice of this settlement with the Settlement Agreement
20 and Motion for PAGA Settlement Approval evidencing Class Counsel’s compliance with California
21 Labor Code Section 2699(s)(2). The confirmation email from the LWDA is also included to evidence
22 that it was received.

23 7. Attached hereto as **Exhibit # 6** is a true and correct copy of the PAGA Notice submitted
24 by Plaintiff to the LWDA.

25 **II. LODESTAR**

26 8. As of July 27, 2026, Zakay Law Group, APLC incurred lodestar totaling \$71,730.00 in
27 this matter. I have reviewed my firm’s lodestar in this matter and believe the charges are reasonable
28 and were reasonably necessary to the conduct of the case. My firm has worked more than 99 hours

1 prosecuting these claims with the attorneys' hourly fee rates for attorneys at \$475- \$800, resulting in
2 the current lodestar. *See* Exhibit 1.

3 9. Counsel will be performing additional work, including finalizing the orders and judgment
4 and monitoring completion of the settlement distribution. I expect this additional work will result in
5 additional loadstar, bringing the multiplier even lower.

6 10. The rates charged by my firm are in line with the prevailing rates of attorneys in the local
7 legal community for similar work and, if this were a commercial matter, these are the charges that would
8 be made and presented to the client. These hourly rates have been approved by Court's throughout
9 California, including the Courts in the Superior Court of California. Finally, the reasonableness of
10 Counsel's hourly rates is further confirmed by comparing such rates with the rates of comparable
11 counsel practicing complex and class litigation as detailed in the National Law Journal Billing Survey.
12 *See e.g. Zest IP Holdings, LLC v. Implant Direct MFG, LLC*, 2014 U.S. Dist. LEXIS 167563 (S.D. Cal.
13 2014) (finding that "Mayer Brown's \$775 average billing rate for partners" and "Mayer Brown's \$543
14 average associate billing rate" are reasonable rates when compared within 21 other firms practicing in
15 the Southern District of California). This survey is useful to show that Counsel's rates are in line with
16 the comparable rates of the defense counsel that opposes these types of class claims, such as Mayer
17 Brown. In another example, Sheppard Mullin Richter & Hampton, who is opposing counsel in many
18 cases prosecuted by Counsel charges rates as high as \$875 for partners and \$535 for associates.
19 Similarly, Paul Hastings, another opposing counsel in these types of cases, charges between \$900 and
20 \$750 for partners and \$755 and \$335 for associates. Thus, the rates charged by Counsel for comparable
21 work are less than these examples and are therefore undoubtedly reasonable.

22 **III. COSTS**

23 11. As part of the Settlement Agreement, the parties agreed that Counsel may seek
24 reimbursement of expenses incurred as documented in Counsel's billing records as part of the Counsel
25 Award. Attached hereto as Exhibit #2 is a true and correct copy of the Zakay Law Group, Cost Summary
26 detailing the actually incurred litigation expenses by the Zakay Law Group APLC, for this matter as of
27 July 27, 2026. As shown in detail in the attached Cost Summary, the Zakay Law Group incurred a total
28 of \$11,235.82 in litigation costs prosecuting this action.

1 12. These litigation expenses include the expenses incurred for mediation fees, expert costs
2 and filing fees, all of which are costs normally billed to and paid by the client. The costs were
3 reasonably incurred by Counsel in the prosecution of this matter and are set forth in detail in the
4 contemporaneous billing records attached hereto.

5 **IV. EXPERIENCE**

6 13. Over the course of the litigation during the last 1.5 years, the following attorneys have
7 worked on this matter: Eden Zakay (4th year associate attorney), Jennifer Gerstenzang (14th year
8 associate attorney), Jaclyn Joyce (13th year associate attorney), and Shani Zakay (14th year attorney and
9 owner of Zakay Law Group, APLC). Their credentials are reflected in the Zakay Law Group, APLC
10 firm resume, a true and correct copy of which is attached hereto as Exhibit #4. Some of the major cases
11 my firm has undertaken are also set forth in Exhibit #4. The attorneys involved in this matter have had
12 class litigation experience, much of it in employment class actions, unfair business practices and other
13 complex litigation. I have experience in cases involving labor code violations and meal and rest break
14 claims. Counsel has litigated similar labor law cases against other employers on behalf of employees.
15 Counsel have been approved as experienced Counsel throughout California. It is this level of experience
16 which enabled the firms to undertake the instant matter and to successfully combat the resources of the
17 defendant and their capable and experienced counsel. Because of the concerted and dedicated effort
18 this case required to properly handle and prosecute, Counsel was precluded from taking other cases,
19 and in fact, had to turn away other potential fee generating cases.

20 **V. INTRODUCTION**

21 14. An objective evaluation of the proposed settlement confirms that the relief negotiated on
22 behalf of the Aggrieved Employees and the LWDA is fair, reasonable, and valuable. The Settlement is
23 a product of informed, adversarial, non-collusive and mediated negotiations between experienced
24 counsel.

25 **VI. PERTINENT FACTUAL AND PROCEDURAL BACKGROUND**

26 15. On January 27, 2025, Plaintiff, on behalf of himself and on behalf of other Aggrieved
27 Employees, submitted to the LWDA a Notice of Violations (“PAGA Notice”) memorializing claims
28 against Defendant for alleged violations of the California Labor Code, including causes of action for

1 failure to provide compliant meal and rest periods; failure to accurately compensate for missed meal
2 and rest periods; failure to provide accurate itemized wage statements; and failure to reimburse business
3 expenses (LWDA Case No. LWDA-CM-1075795-25).

4 16. The 65-day “waiting period” on Plaintiff’s right to file a civil action under PAGA, *see* Cal.
5 Lab. Code § 2699.3(a)(2)(A), lapsed without the LWDA notifying Plaintiff that it intended to
6 investigate the claims in the PAGA Notice. To date, the LWDA still has not advised Plaintiff of any
7 intent to take action with respect to the claims in the PAGA Notice.

8 17. On January 27, 2025, Plaintiff filed a class action complaint against Defendant in the
9 Superior Court of California, County of Sacramento, Case Number 25CV002151 (the “Action”).
10 Following meet and confer efforts between the Parties related to an arbitration agreement Defendant
11 contended was valid and enforceable, Plaintiff dismissed his class and individual claims without
12 prejudice. On April 3, 2025, Plaintiff filed a First Amended Complaint (“Operative Complaint”)
13 containing a single cause of action for violations of the Private Attorneys General Act at Cal. Lab. Code
14 §§ 2698, et seq.

15 18. On February 9, 2026, the Parties participated in an all-day mediation presided over by
16 Monique Ngo-Bonnici, Esq., an experienced mediator of wage and hour representative actions. The
17 mediation concluded without a settlement. The Parties continued mediated negotiations following the
18 mediation session and subsequently reached a settlement, which was memorialized in a Memorandum
19 of Understanding. After reaching an agreement in principle, the Parties drafted and negotiated a long-
20 form settlement which is the subject of the instant motion. The Settlement was negotiated in light of all
21 known facts and circumstances and the uncertainty associated with litigation – including the risk of
22 Plaintiff not being able to maintain representative claims, the merits of Defendant’s potential defenses,
23 and the significant delay and potential appellate issues inherent to litigation – and was reached after
24 extensive arm’s length negotiations, with the assistance of the mediator.

25 19. The Settlement is intended to fully and finally resolve the Released PAGA Claims asserted
26 by Plaintiff on behalf of himself, the LWDA, and the State of California. This is only a settlement of
27 the PAGA claims for civil penalties and is not a class settlement and does not release the individual
28 wage and hour claims, if any, of the Aggrieved Employees. This Settlement does not release any claim

1 that is not a PAGA claim.¹ Nor does this Settlement waive Defendant's right to assert *res judicata* or
2 other available defense to any asserted claim or lawsuit.

3 20. Pursuant to California Labor Code Section 2699(s), Plaintiff is providing a copy of the
4 Settlement Agreement and this motion to the LWDA concurrently with the filing of the instant motion
5 for settlement approval as set forth in the accompanying proof of service. Additionally, Plaintiff will
6 submit to the LWDA a copy of the Court's judgment and order approving the Settlement Agreement
7 within ten (10) days after entry of judgment or order.

8 21. Months before filing this action, PAGA Counsel began its pre-filing investigation into
9 Plaintiff's complaints. PAGA Counsel's investigation started with several lengthy interviews with
10 Plaintiff. As part of the interview process, the Plaintiff produced documents related to his employment,
11 including copies of Plaintiff's paystubs. PAGA Counsel subsequently determined that Plaintiff's
12 complaints justified further inquiry.

13 22. PAGA Counsel then requested Plaintiff's employee files from Defendant. In response,
14 Defendant produced several documents, including but not limited to, copies of Plaintiff's payroll
15 records, onboarding documents and various company policies. PAGA Counsel reviewed and analyzed
16 the documents and determined the documents appeared to substantiate Plaintiff's claims that Defendant
17 failed to, among other things, provide compliant meal and rest periods, and failed to reimburse for all
18 necessary business expenses.

19 23. In advance of the mediation, Defendant provided Plaintiff with sufficient information to
20 properly evaluate Defendant's potential liability exposure. The data and documents Defendant produced
21 included, but was not limited to, the total number of Aggrieved Employees, the total number of active
22 Aggrieved Employees and their total number of combined PAGA Pay Periods, the total number of
23 terminated Aggrieved Employees and their total number of combined PAGA Pay Periods, time and
24 payroll data for a 25% sample² of the Aggrieved Employees, and copies of Defendant's written policies.

25
26
27 ¹ As explained by the Supreme Court in *ZB, N.A. v. Superior Court* 8 Cal. 5th 175 at 196 (2019): "Nonparty employees are
bound by the judgment in an action under the PAGA, but only with respect to recovery of civil penalties."

28 ² Defendant informally produced the time and payroll data for 105 Aggrieved Employees, representing approximately 25%
of the total Aggrieved Employees. This sample size corresponds to a $\pm 6.7\%$ margin of error with a 95% confidence level.
The Parties did not propound formal discovery. SOZ Dec., ¶ #.

1 24. Defendant informally produced the time and payroll data for 105 Aggrieved Employees,
2 representing approximately 25% of the total Aggrieved Employees. This sample size corresponds to a
3 $\pm 6.7\%$ margin of error with a 95% confidence level. The Parties did not propound formal discovery.

4 25. PAGA Counsel then retained the statisticians and economists at BCG to evaluate the
5 Aggrieved Employees' payroll and time data. BCG provides data analysis and damage modeling
6 consulting services, specializing in wage and hour class and representative actions. BCG's team of
7 financial and data analysts are credentialed and experienced experts in their fields and have provided
8 their expertise on thousands of cases.

9 26. Among other things, BCG determined the number of pay periods, average length of shifts
10 and average number of shifts worked per week. BCG also estimated the number of missed, late, or
11 truncated meal and rest periods, the amount of unreimbursed expenses, and the amount of missed meal
12 and rest period premiums paid during the PAGA Period.

13 27. Overall, PAGA Counsel thoroughly investigated the claims at issue, including: (1)
14 determining Plaintiff's suitability as a PAGA action representative through interviews, background
15 investigations, and analysis of his employment files; (2) evaluating all of Plaintiff's potential claims;
16 (3) researching similar wage and hour class actions as to the claims brought, the nature of the positions,
17 and the type of employer; (4) analyzing the Class's time and payroll records; (5) analyzing Defendant's
18 labor policies and practices; (6) researching settlements in similar cases as well as outstanding issues
19 which could affect settlement approval; (7) evaluating Plaintiff's claims and estimating Defendant's
20 liability for purposes of settlement; (8) drafting the mediation brief; and (9) participating in the
21 mediation. This investigation allowed PAGA Counsel to fully assess the nature and magnitude of the
22 claims being settled, as well as the impediments to recovery, such as to make an independent assessment
23 of the reasonableness of the terms to which the Parties have agreed.

24 28. PAGA Counsel only agreed to enter the Settlement following this thorough investigation
25 and evaluation of Plaintiff's claims. Based on their investigation of the facts, applicable law, and
26 marketplace for similar settlements, and considering the risk of significant delay and uncertainty
27 associated with litigation, and the various defenses asserted by Defendant, PAGA Counsel firmly
28 believe this Agreement to be in the best interests of the Aggrieved Employees and LWDA.

VII. TERMS OF THE PAGA SETTLEMENT

29. Defendant estimates that there were 429 Aggrieved Employees who worked 10,683 PAGA Pay Periods during the PAGA Period. Agreement at § 4.1. Plaintiff estimates that the Aggrieved Employees will share in the Individual PAGA Payments that total \$63,246.38 (the Gross Settlement Amount less the PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, Administration Expenses Payment, and LWDA PAGA Payment). As Defendant estimates there are 429 Aggrieved Employees, the estimated average PAGA Payment here is $\$63,246.38/429 = \147.43 .

VIII. THE COURT SHOULD APPROVE THE PAGA SETTLEMENT

30. The Gross Settlement Amount of \$310,000.00 is fair and reasonable and, therefore, should be approved. Here, *without stacking* the PAGA penalties, Defendant's alleged liability exposure is estimated at approximately \$1,292,640.00 in PAGA penalties. Plaintiff estimated Defendant's exposure as follows:

Claim	Penalty Amount ³	Number of PAGA Pay Periods w/ Violation	Violation Rate
<i>Meal Period Violations</i> Cal. Labor Code §§ 226.7 and 512	\$50	5,442	51% of PAGA Pay Periods
<i>Rest Period Violations</i> Cal. Labor Code §§ 226.7 and 512	\$50	3,809	36% of PAGA Pay Periods
<i>Business Reimbursement Violations</i> Cal. Labor Code § 2802	\$100	5,341	50% of PAGA Pay Periods
<i>Wage Statement Violations</i> Cal. Labor Code § 226	\$100	2,671	25% of PAGA Pay Periods
<i>Waiting Time Penalties</i> Cal. Labor Code § 203	\$100	188	1.7% of PAGA Pay Periods

31. The \$50 penalty rate was used for a number of reasons in this instance. First, Defendant argued that increased civil penalties for subsequent violations do not apply unless the Plaintiff can present evidence that the Labor Commission or a court notified the employer that it was in violation of

1 the Labor Code. *Bernstein v. Virgin America, Inc.* (2021) 3 F.4th 1127, 1144 citing *Amaral v. Cintas*
2 *Corp. No. 2* (2008) 163 Cal.App.4th 1157, 1209 [“Until the employer has been notified that it is
3 violating a Labor Code provision ... the employer cannot be presumed to be aware that its continuing
4 underpayment of employees is a ‘violation’ subject to penalties.”].) Separately, Defendant also argued
5 that courts have considerable discretion to reduce the penalty awards under PAGA. *See, e.g. Carrington*
6 *v. Starbucks Corp.* (2018) 30 Cal.App.5th 504 (reducing the maximum PAGA penalty amount by 90%,
7 at \$5 per pay period). Accordingly, it is unlikely that Plaintiff would recover full penalty amounts even
8 if he prevailed in establishing the underlying Labor Code violations. Pursuant to California Labor Code
9 section 558(a)(1), an employer is subject to a penalty of \$50 for violations of a Labor Code section
10 regulating hours and days of work, including meal period and rest period violations. Thus, because
11 section 558(a)(1) specifically provides for a civil penalty, Plaintiff used a \$50 penalty per violation for
12 the meal and rest break claims.

13 32. Plaintiff alleges that Defendant failed to provide compliant meal periods. Defendant
14 provides 24-hour care for its patients, which are referred to by Defendant as “residents”. To ensure that
15 the residents had adequate coverage, Plaintiff and the Aggrieved Employees had to wait for a supervisor
16 to instruct them to take a meal break; they did not have any discretion as to when they took these breaks.
17 Breaks were supposed to be scheduled into their workday, but were often missed, late, or short for
18 various reasons. For example, if an Aggrieved Employee was providing care to a resident and the task
19 being performed was taking longer than anticipated (the resident was being combative, the resident
20 needed additional care, etc.), that Aggrieved Employee may take a break at a time later than that for
21 which he/she was scheduled. This could create a domino effect on the other group of employees that
22 were waiting on that person to come back from his or her meal break before they are able to take their
23 own meal break. A review of the data produced by Defendant shows nearly 9,000 shifts (over 12%)
24 over nearly 5,500 Pay Periods where the first meal break was taken after the end of the 5th hour of
25 work. Based on the data provided by Defendant, Plaintiff estimates Defendant’s alleged liability for this
26 claim to be approximately \$272,100.00. Plaintiff calculated this by multiplying the number of pay
27 periods in which a meal period was recorded as late and for which no meal period premium was paid,
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1 by a \$50 penalty (*i.e.* 5,442 PAGA Pay Periods multiplied by \$50). Plaintiff did not apply any discounts
2 to this claim, thus \$272,100.00 is the maximum exposure for this claim.

3 33. Plaintiff also alleged that Defendant failed to provide compliant rest periods.
4 Specifically, Plaintiff alleges he and the Aggrieved Employees were often unable to take rest breaks as
5 required by law during the PAGA Period due to the nature of the work performed. While meal periods
6 were scheduled to prioritize coverage of the residents, rest periods were not, and Aggrieved Employees
7 frequently missed rest periods due to the demands of the job, such as residents whose care took longer
8 than anticipated, combative residents, and understaffing. Defendant denied these allegations and also
9 argued that Plaintiff's rest break claim would have mainly relied on the testimony of Aggrieved
10 Employees, making it a riskier claim. Establishing liability likely would have entailed competing
11 testimony stating either rest breaks were taken, or rest breaks were voluntarily waived. See, e.g.,
12 *Ordonez v. Radio Shack, Inc.* (C.D. Cal. Jan. 17, 2013) 2013 WL 210223, at *11 ("Because of the
13 competing testimony before the Court, plaintiff's evidence that defendant may have an illegal, written
14 rest break policy is insufficient for this Court to find that common issues predominate."); *Villa v. United*
15 *Site Servs. of California, Inc.* (N.D. Cal. Nov. 13, 2012) 2012 WL 5503550, at *8 ("Indeed, Plaintiff's
16 own evidence confirms that the written policy does not generate uniform practices"). Plaintiff estimates
17 Defendant's alleged exposure for this claim to be approximately \$190,489.25. Plaintiff calculated this
18 by assuming the same violation rates as meal periods and applying a 30% discount, taking into account
19 Defendant's defenses listed above (*i.e.* 3,809 PAGA Pay Periods multiplied by \$50). Rest periods were
20 not recorded. If Plaintiff were to establish that all Aggrieved Employees experienced at least one rest
21 period violation during every PAGA Pay Period they worked within the PAGA Period, the maximum
22 exposure here would be \$50 multiplied by all 10,683 pay periods, which is \$534,150.00.

23 34. Plaintiff alleged Defendant failed to reimburse Aggrieved Employees for all necessary
24 business expenses. Specifically, Plaintiff asserts that he and other Aggrieved Employees were required
25 to use personal cell phones in order to access a scheduling app through which they were required to
26 request shifts. Defendant also contacted Plaintiff and the Aggrieved Employees via phone calls and
27 texts on their personal cell phones related to picking up shifts, working overtime, and adjusting
28 schedules. Defendant denied that any Aggrieved Employees were required to use their personal cell

1 phones. Plaintiff estimated Defendant's alleged exposure for this claim to be \$534,150.00. Plaintiff
2 calculated this by assuming one violation per month, which is the frequency with which Plaintiff alleges
3 Defendant should have reimbursed Aggrieved Employees for personal cell phone use. Plaintiff did not
4 apply any discounts to this claim, thus \$534,150.00 is the maximum exposure for this claim.

5 35. Plaintiff alleges that Defendant furnished the Aggrieved Employees with wage statements
6 that failed to comply with Labor Code Section 226(a) as a result of Defendant's failure to provide meal
7 and rest break premiums, as detailed above. Defendant contends the Aggrieved Employees would be
8 unable to establish any "injury" resulting from non-compliance, as required by Labor Code Section
9 226(e). Taking Defendant's defenses into account, Plaintiff estimated Defendant's alleged exposure for
10 this claim to be \$267,075.00. Plaintiff calculated this by assuming 25% of wage statements were non-
11 compliant, taking into account Defendant's defenses, and using a \$100/violation rate (i.e. 2,670 pay
12 periods multiplied by \$100). If Plaintiff did not apply a discount, and assuming the Court awarded
13 penalties here despite "stacking", as this is a derivative claim, the maximum exposure would be 10,683
14 pay periods multiplied by \$100, which totals \$1,068,300.

15 36. Lastly, Plaintiff alleges that Defendant's failure to provide compliant meal and rest
16 periods resulted in derivative violations of California Labor Code sections 203. Defendant contends
17 that Plaintiff will be unable to prove the "willful" prong needed to obtain waiting time penalties under
18 Labor Code section 203 and moreover, that this is a derivative claim that would be barred by stacking,
19 and likewise denies that the underlying violations took place. Plaintiff estimated Defendant's alleged
20 exposure for this claim to be \$18,800. Plaintiff calculated this by assuming each of the 188 separated
21 Aggrieved Employees would have been owed waiting time penalties. Because Plaintiff did not discount
22 this claim, \$18,800 is the maximum liability for this claim.

23 37. Given Defendant's defenses to the claimed Labor Code violations at issue and the risks
24 and costs of continued litigation, Plaintiff and PAGA Counsel believe that the Gross Settlement Amount
25 is fair and reasonable. This settlement was negotiated by experienced counsel at arm's length.

26 38. PAGA Counsel are to split the fees as follows: 50% to the JCL Law Firm, APC, 50% to
27 the Zakay Law Group, APLC. Plaintiff has approved of this fee split in writing.
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1 39. Defendant asserted that its employment practices complied with all applicable labor laws.
2 If successful, Defendant's factual and legal defenses would eliminate *any recovery* to the Aggrieved
3 Employees. While Plaintiff believes that these defenses could be overcome, Defendant maintains that
4 these defenses have merit and therefore present a serious risk to recovery. The Settlement was possible
5 because, in PAGA Counsels' eyes, PAGA Counsel was able to persuade Defendant that there was an
6 appreciable risk that Plaintiff would prevail on the factual and legal issues underlying liability and
7 overcome difficulties in proof as to monetary relief.

8 I declare under penalty of perjury under the laws of the State of California that the foregoing is
9 true and correct. Executed this 27th day of July, 2026, at San Diego, California.

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11 By: 

12 Shani O. Zakay, Esq.

13 Attorney for PLAINTIFF
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EXHIBIT 1

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement (“Agreement”) is made by and between plaintiff Mahari Smith (“Plaintiff”) and defendant North Sacramento Healthcare, LLC *dba* North Pointe Care Center (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

- 1.1 “Action” means the Plaintiff’s PAGA lawsuit alleging wage and hour violations against Defendant captioned *Mahari Smith v. North Sacramento Healthcare, LLC dba North Pointe Care Center* initiated on January 27, 2025 and pending in Sacramento County Superior Court, Case No. 25CV002151.
- 1.2 “Administrator” means Atticus Administration, LLC, the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3 “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with approval of this Settlement.
- 1.4 “Aggrieved Employee” means all individuals who are or previously were employed by Defendant in California and classified as non-exempt employees at any time during the PAGA Period.
- 1.5 “Aggrieved Employee Data” means information regarding Aggrieved Employees that Defendant will in good faith compile from its records and provide to the Settlement Administrator. It shall be formatted as a Microsoft Excel spreadsheet and shall include: each Aggrieved Employee’s full name; last known address; Social Security Number; start dates and end dates of employment; and any other information the Settlement Administrator deems necessary to accurately calculate the number of PAGA Pay Periods worked by each Aggrieved Employee during the PAGA Period.
- 1.6 “Address Search” means the Administrator’s investigation and search for current Aggrieved Employee mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces and direct contact by the Administrator with Aggrieved Employees.
- 1.7 “Approval Order” means the Court’s order granting approval of the Settlement.

- 1.8 “Court” means the Superior Court of California, County of Sacramento.
- 1.9 “Defendant” means named Defendant North Sacramento Healthcare, LLC *dba* North Pointe Care Center.
- 1.10 “Defense Counsel” means Grace Horoupian, Esq. of Fisher & Phillips LLP.
- 1.11 “Effective Date” means the date on which the Judgment becomes final.
- 1.12 “Gross Settlement Amount” means \$310,000.00 which is the total amount Defendant agrees to pay under the Settlement. The Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment and the Administration Expenses Payment.
- 1.13 “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 35% of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked during the PAGA Period.
- 1.14 “Judgment” means the judgment entered by the Court based upon the Approval Order.
- 1.15 “LWDA” means the California Labor and Workforce Development Agency.
- 1.16 “LWDA PAGA Payment” means the 65% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subdivision (i).
- 1.17 “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment and Administration Expenses Payment. The remainder is to be paid to Aggrieved Employees as Individual PAGA Payments.
- 1.18 “PAGA Counsel” means Jean-Claude Lapuyade of JCL Law Firm, APC and Shani O. Zakay of Zakay Law Group, APLC, the attorneys representing the Plaintiff in the Action.
- 1.19 “PAGA Counsel Fees Payment” and “PAGA Counsel Litigation Expenses Payment” mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.

- 1.20 “PAGA Pay Period” means any pay period during which an Aggrieved Employee was employed by Defendant and received compensation during the PAGA Period in California.
- 1.21 “PAGA Period” means the period from January 27, 2024 to February 9, 2026, unless shortened pursuant to paragraph 4.1 of this Agreement.
- 1.22 “PAGA” means the Private Attorneys General Act (Lab. Code, § 2698. et seq.).
- 1.23 “PAGA Notice” means Plaintiff’s January 27, 2025 letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subdivision (a).
- 1.24 “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 35% to the Aggrieved Employees and 65% to the LWDA in settlement of PAGA claims.
- 1.25 “Plaintiff” means Mahari Smith, the named plaintiff in the Action.
- 1.26 “Released PAGA Claims” means the claims being released as described in Paragraph 5 below.
- 1.27 “Released Parties” means Defendant and each of its former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, and affiliates.
- 1.28 “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.

2. RECITALS.

- 2.1 On January 27, 2025, Plaintiff filed a class action lawsuit, *Mahari Smith v. North Sacramento Healthcare LLC dba North Pointe Care Center et al.*, Case No. 25CV002151 against Defendant in Sacramento County Superior Court alleging claims for (1) Unfair competition (Bus. & Prof. Code § 17200 *et seq.*; (2) Failure to pay minimum wages (Labor Code §§ 1194, 1197, 1197.1); (3) Failure to pay all overtime wages (Labor Code §§ 510 *et seq.*; ; (4) Meal period violations (Labor Code §§ 226.7, 512, and the applicable IWC Wage Order); (5) Rest period violations (Labor Code §§ 226.7, 512, and the applicable IWC Wage Order); (6) Wage statement violations (Labor Code § 226); (7) Failure to provide wages when due (Labor Code §§ 201, 202, 203); and (8) Failure to reimburse employees for required expenses (Labor Code § 2802). On April 3, 2025, Plaintiff dismissed the class and individual claims alleged and filed an amended complaint that included only one cause of action for violations of the Private Attorneys General Act (the “PAGA”) based on the same

underlying allegations as the initial class action lawsuit. The First Amended Complaint is the operative complaint in the Action (the “Operative Complaint”). Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in the Operative Complaint and denies any and all liability for the causes of action alleged.

- 2.2 Pursuant to Labor Code section 2699.3, subdivision (a), Plaintiff gave timely written notice to Defendant and the LWDA by sending the PAGA Notice.
- 2.3 On February 9, 2026, the Parties voluntarily attended an all-day mediation with Monique Ngo-Bonnici, Esq. The mediation concluded without a settlement. The Parties continued mediated negotiations and subsequently reached a settlement, which was memorialized in the form of a Memorandum of Understanding.
- 2.4 Before mediation, Plaintiff obtained, through informal discovery, a sample of Aggrieved Employees’ wage statements, time data, and Defendant’s written policies.
- 2.5 The Parties, PAGA Counsel and Defense Counsel represent they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS.

- 3.1 Gross Settlement Amount. Defendant promises to pay \$310,000.00 and no more as the Gross Settlement Amount. Defendant has no obligation to pay the Gross Settlement Amount before the deadline stated in Paragraph 4.3. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.
- 3.2 Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Approval Order:
 - 3.2.1 To PAGA Counsel: A PAGA Counsel Fees Payment of not more than one-third of the Gross Settlement Amount, which is currently estimated to be \$103,333.33, and PAGA Counsel Litigation Expenses Payment of not more than \$30,000.00. Defendant will not oppose requests for Court approval of these payments provided they do not exceed these amounts. Plaintiff and/or PAGA Counsel will seek Court approval of a PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment. In support of the PAGA Counsel Litigation Expenses Payment, PAGA Counsel must submit a cost ledger listing each expense incurred during the Action. If the Court approves a PAGA Counsel Fees Payment or a PAGA Counsel

Litigation Expenses Payment less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to PAGA Counsel or any other Plaintiff's Counsel arising from any claim to any portion of any PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these payments.

3.2.2 To the Administrator: An Administration Expenses Payment not to exceed \$5,000.00 except for a showing of good cause and as approved by the Court. To the extent the administration expenses are less than or the Court approves payment less than \$5,000.00, the Administrator will allocate the remainder to the Net Settlement Amount.

3.2.3 To the LWDA and Aggrieved Employees: The PAGA Penalties will be the Gross Settlement Amount minus Administration Expenses Payment, PAGA Counsel Fees Payment, and PAGA Counsel Litigation Expenses Payment. The PAGA Penalties will be paid from the Gross Settlement Amount, with 35% of the payment going to the Aggrieved Employees and 65% of the payment going to the LWDA.

3.2.3.1 The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 35% share of PAGA Penalties by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. The Pay Periods will be calculated based on Defendant's data and will be presumed to be correct, unless a particular Aggrieved Employee proves otherwise to the Settlement Administrator by credible written evidence. All Pay Period disputes will be resolved and decided by the Settlement Administrator, and the Settlement Administrator's decision on all Pay Period disputes will be final and nonappealable. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

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

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1 PAGA Pay Periods & Escalator. Based on a review of its records to date, Defendant estimates there are 429 Aggrieved Employees who worked a total of 10,683 PAGA

Pay Periods. Should the total Pay Periods during the PAGA Period increase beyond 10%, either (a) Defendant shall increase the Gross Settlement Amount on a *pro rata* basis equal to the percentage increase in the number of Pay Periods above 10% (e.g., if the number of pay periods increases by 15%, then the Gross Settlement Amount will increase by 5%), or (b) if the PAGA Periods increase beyond 10% or greater than 11,751 Pay Periods, at the sole discretion of Defendant, the PAGA Period shall end on the last day on which the PAGA Pay Periods do not exceed 10,683 so that the escalator is not imposed.

- 4.2 Aggrieved Employee Data. Within fifteen (15) days of the Approval Order, Defendant will deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employees' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who need access to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify PAGA Counsel if it discovers that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Aggrieved Employee Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.
- 4.3 Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator within 60 days after the Approval Order.
- 4.4 Payments from the Gross Settlement Amount. Within 14 days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, and the PAGA Counsel Litigation Expenses Payment. Disbursement of the PAGA Counsel Litigation Expenses Payment shall not precede disbursement of Individual PAGA Payments.
 - 4.4.1 The Administrator will issue checks for the Individual PAGA Payments and send them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

- 4.4.2 The Administrator must conduct an Address Search for all Aggrieved Employees whose checks are returned undelivered without a USPS forwarding address. Within 7 days of receiving a returned check, the Administrator must re-mail the check to the USPS forwarding address provided or to an address ascertained through the Address Search. The Administrator need not take further steps to deliver checks to Aggrieved Employees whose re- mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Aggrieved Employee whose original check was lost or misplaced, as requested by the Aggrieved Employee before the void date.
- 4.4.3 For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee.
- 4.4.4 The payment of Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to the Aggrieved Employees (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.
5. **RELEASES OF CLAIMS.** Upon entry of final judgment and funding of the Gross Settlement Amount, the Defendant shall be entitled to a release from the Plaintiff and the State of California for all PAGA claims alleged in the operative complaint in the Action and Plaintiff's PAGA Notice to the LWDA which occurred during the PAGA Period, including alleged violations of Labor Code sections 201, 201.3, 202, 203, 204, 210, 218.5, 218.6, 221, 226, 226.2, 226.3, 226.7, 227.3, 246, 510, 512, 558, 1174, 1174.5, 1194, 1197, 1197.1, 1197.14, 1198, 1198.5, 1199, 2699 *et seq.*, 2802, and 2804, and the applicable IWC Wage Orders, and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and PAGA claims outside of the PAGA Period.
6. **MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT.** The Parties agree to jointly prepare and file an application or motion for approval of this Settlement.
- 6.1 Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor Code section 2699, subdivision (f)(2) including: (i) a draft Approval Order; (ii) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Aggrieved Employee Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Aggrieved Employees or the LWDA; and the nature and extent of any financial relationship with Plaintiff, PAGA Counsel or Defense Counsel; (iii) a signed declaration from PAGA Counsel attesting to its timely transmission to the LWDA

of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Lab. Code, §2699, subd. (1)(1)), and the Agreement (Lab. Code, § 2699, subd. (1)(2)); and (iv) all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Administrator. In their declarations, Plaintiff and PAGA Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.2 Responsibilities of PAGA Counsel. PAGA Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the application or motion for approval of this Settlement no later than 45 days after the full execution of this Agreement and, if necessary, obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion. PAGA Counsel is responsible for delivering the Court's Approval Order to the Administrator.

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

7. SETTLEMENT ADMINISTRATION.

7.1 Selection of Administrator. The Parties have jointly selected Atticus Administration, LLC ("Atticus") to serve as the Administrator and verified that, as a condition of appointment, Atticus agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of the Administration Expenses Payment. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

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

7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.

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

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

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

9. **ADDITIONAL PROVISIONS.**

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

9.2 Integrated Agreement. Except for the Individual Settlement Agreement between Plaintiff and Defendant, which separately addresses the settlement of Plaintiff's individual claims, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants or inducements made to or by any Party.

9.3 Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendant, respectively, to

take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

- 9.4 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement and submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator for resolution.
- 9.5 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered or purported to assign, transfer or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or right released and discharged by the Party in this Settlement.
- 9.6 No Tax Advice. Neither Plaintiff, PAGA Counsel, Defendant nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 9.7 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 9.8 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 9.9 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 9.10 Cooperation in Drafting. The Parties have cooperated in drafting and preparing this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 9.11 Confidentiality. To the extent permitted by law, all agreements made and orders entered during the Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.

- 9.12 Use and Return of Aggrieved Employee Data. Information provided to PAGA Counsel pursuant to Evidence Code section 1152, and all copies and summaries of the PAGA Data provided to PAGA Counsel by Defendant in connection with the mediation, other settlement negotiations, or the Settlement, may be used only with respect to this Settlement, and for no other purpose, and may not be used in any way that violates any existing contractual agreement, statute or the California Rules of Court. Not later than 90 days after the Administrator discharges its obligation to pay out all Settlement funds, Plaintiff shall destroy all paper and electronic versions of Aggrieved Employee Data received from Defendant unless, prior to the Administrator's payment of all Settlement funds, Defendant makes a written request to PAGA Counsel for the return, rather than the destruction, of Aggrieved Employee Data.
- 9.13 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 9.14 Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.
- 9.15 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff:

JCL LAW FIRM, APC
Jean-Claude Lapuyade, Esq.
jlapuyade@jcl-lawfirm.com
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
T: 619-599-8292

ZAKAY LAW GROUP, APLC
Shani O. Zakay, Esq.
shani@zakaylaw.com
Eden Zakay, Esq.
eden@zakaylaw.com
Jennifer Gerstenzang, Esq.
jenny@zakaylaw.com
Nicole Noursamadi, Esq.
nicole@zakaylaw.com
3110 Camino del Rio South, Suite 308
San Diego, CA 92108
T: 619-255-9047

To Defendant:

FISHER & PHILLIPS LLP

Grace Horoupian, Esq.

ghoroupian@fisherphillips.com

Joshua D. Klein, Esq.

jdklein@fisherphillips.com

2050 Main Street, Suite 1000

Irvine, CA 92614

T: 949-798-2126

- 9.16 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.
- 9.17 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. Upon the signing of this Agreement the Parties agree to stipulate pursuant to Code of Civil Procedure section 583.330 to extend the date to bring a case to trial under Code of Civil Procedure section 583.310 for the entire period of this settlement process.

IN WITNESS WHEREOF, the parties knowingly and voluntarily executed this Settlement Agreement and Release of PAGA Claim as of the date set forth below.

Dated: 07/01/2026

By: 
Mahari Smith (Jul 1, 2026 10:29:53 PDT)
Plaintiff Mahari Smith

**North Sacramento Healthcare, LLC dba North
Pointe Care Center.**

Dated: 06/24/2026

By: 
Judd Cockett (Jun 24, 2026 09:19:15 PDT)
By: Judd Cockett
Its: Administrator

Approved as to Form:

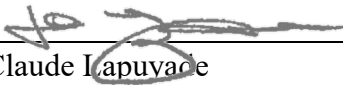
Zakay Law Group, APLC

Dated: July 1, 2026

By: 
Shani Zakay
Jaclyn Joyce
Attorneys for Plaintiff Mahari Smith

JCL Law Firm, APC

Dated: June 25, 2026

By: 
Jean-Claude Lapuvade
Attorney for Plaintiff Mahari Smith

Fisher & Phillips LLP

Dated: June 24, 2026

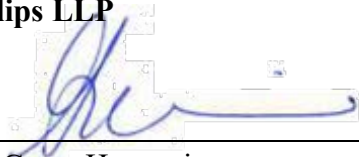
By: 
Grace Horoupian
Joshua D. Klein
Attorneys for Defendant North Sacramento
Healthcare, LLC dba North Pointe Care
Center.

EXHIBIT A

[Administrator Notice]

You are receiving this payment because of a lawsuit brought by a former California employee against North Sacramento Healthcare, LLC *dba* North Pointe Care Center (“Defendant”) for civil penalties pursuant to the Private Attorneys General Act of 2004, Labor Code § 2698 et seq. (“PAGA”). Plaintiff Mahari Smith (“Plaintiff”) claimed that he and other employees were not paid all wages owed, not provided legally compliant meal and rest periods, not provided with accurate wage statements, not reimbursed for business expenses, and not timely paid wages.

Defendant denies these claims and denies that it owes any penalties, but to avoid further time and expense in litigation, Defendant and Plaintiff have agreed to settle the case. The settlement resolves the claims asserted in the lawsuit on behalf of the State of California and all individuals who are or previously were employed by Defendant in California and classified as non-exempt employees at any time during the period beginning on January 27, 2024 to [insert date] (the “Aggrieved Employees”).

According to Defendant’s records, you are an Aggrieved Employee and are therefore entitled to a share of the settlement. This settlement check shall remain valid until [insert date].

This check is issued pursuant to the terms of the PAGA settlement in Sacramento County Superior Court Case No. 25CV002151. The PAGA settlement settles and releases only claims for PAGA penalties and no other claims against Defendant. Because the PAGA settlement has been approved, you have released these claims for PAGA penalties against Defendant and do not have an opportunity to opt out of this release.

This payment is taxable income for federal, state, and local tax purposes and may be reported to the appropriate taxing authorities. You may be required to make additional tax payments. Please consult a tax advisor to determine your individual tax payment and reporting situation. You will be mailed appropriate tax forms in [insert date]. Please notify us of any address changes so that any necessary tax forms can be mailed to your most current address.

If you have any questions about your award, please contact the [insert administrator information].

EXHIBIT 2

Activities Export

07/27/2026

11:18 AM

Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
01/23/2025	 	Review arbitration agreement, confer internally re same. Unbilled	97301-Smith Smith v. North Sacramento Healthcare, LLC	Jaclyn Joyce	0.40h	\$750.00	-	\$300.00
01/27/2025	 	Review the file. Review intake. Review claims analysis. Work on the complaint and PAGA letter. Unbilled	97301-Smith Smith v. North Sacramento Healthcare, LLC	Shani Zakay	6.00h	\$800.00	-	\$4,800.00
01/29/2025	 	Review filed documents and assignment. Discuss with team. Calendar dates. Unbilled	97301-Smith Smith v. North Sacramento Healthcare, LLC	Shani Zakay	0.50h	\$800.00	-	\$400.00
01/30/2025	 	Draft mediation brief Unbilled	97301-Smith Smith v. North Sacramento Healthcare, LLC	Jaclyn Joyce	5.30h	\$750.00	-	\$3,975.00
01/30/2025	 	confer with co-counsel re mediation brief Unbilled	97301-Smith Smith v. North Sacramento Healthcare, LLC	Jaclyn Joyce	0.20h	\$750.00	-	\$150.00
02/07/2025	 	t/c with client Unbilled	97301-Smith Smith v. North Sacramento Healthcare, LLC	Jennifer Gerstenzang	0.70h	\$700.00	-	\$490.00
02/14/2025	 	Review arbitration agreement and emails with OC regarding the same. Unbilled	97301-Smith Smith v. North Sacramento Healthcare, LLC	Shani Zakay	0.50h	\$800.00	-	\$400.00
02/18/2025	 	t/c with client Unbilled	97301-Smith Smith v. North Sacramento Healthcare, LLC	Jennifer Gerstenzang	1.00h	\$700.00	-	\$700.00
					99.40h		\$0.00 0.00h	\$71,730.00 99.40h

Activities Export

07/27/2026

11:18 AM

Date ▲	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
02/18/2025		Calls and emails with OC and team regarding improperly named entities and dismissals.  Unbilled	97301-Smith Smith v. North Sacramento Healthcare, LLC	Shani Zakay	0.50h	\$800.00	-	\$400.00
02/19/2025		Further confer re arbitration agreement and litigation strategy  Unbilled	97301-Smith Smith v. North Sacramento Healthcare, LLC	Jaclyn Joyce	0.80h	\$750.00	-	\$600.00
02/21/2025		case emails  Unbilled	97301-Smith Smith v. North Sacramento Healthcare, LLC	Jennifer Gerstenzang	0.40h	\$700.00	-	\$280.00
02/25/2025		case phone calls  Unbilled	97301-Smith Smith v. North Sacramento Healthcare, LLC	Jennifer Gerstenzang	1.00h	\$700.00	-	\$700.00
03/07/2025		Confer with co-counsel re litigation strategy  Unbilled	97301-Smith Smith v. North Sacramento Healthcare, LLC	Jaclyn Joyce	0.60h	\$750.00	-	\$450.00
03/10/2025		Emails regarding PAGA only complaint. Meeting with team to discuss strategy moving forward. M&C on CMC statement.  Unbilled	97301-Smith Smith v. North Sacramento Healthcare, LLC	Shani Zakay	1.00h	\$800.00	-	\$800.00
03/14/2025		case review  Unbilled	97301-Smith Smith v. North Sacramento Healthcare, LLC	Jennifer Gerstenzang	0.20h	\$700.00	-	\$140.00
03/14/2025		drafted dismissal papers  Unbilled	97301-Smith Smith v. North Sacramento Healthcare, LLC	Eden Zakay	1.00h	\$475.00	-	\$475.00
					99.40h		\$0.00 0.00h	\$71,730.00 99.40h

Activities Export

07/27/2026

11:18 AM

Date ▲	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
03/14/2025	 	Work on dismissals Unbilled	97301-Smith Smith v. North Sacramento Healthcare, LLC	Shani Zakay	0.30h	\$800.00	-	\$240.00
04/03/2025	 	M&C emails regarding mediation, PAGA only complaint, and tolling agreement. Unbilled	97301-Smith Smith v. North Sacramento Healthcare, LLC	Shani Zakay	0.50h	\$800.00	-	\$400.00
04/23/2025	 	drafted tolling agreement Unbilled	97301-Smith Smith v. North Sacramento Healthcare, LLC	Eden Zakay	1.20h	\$475.00	-	\$570.00
04/23/2025	 	Work on tolling agreement Unbilled	97301-Smith Smith v. North Sacramento Healthcare, LLC	Shani Zakay	0.40h	\$800.00	-	\$320.00
05/09/2025	 	reviewed Defendant's Answer to FAC Unbilled	97301-Smith Smith v. North Sacramento Healthcare, LLC	Jennifer Gerstenzang	0.50h	\$700.00	-	\$350.00
05/09/2025	 	reviewed Answer Unbilled	97301-Smith Smith v. North Sacramento Healthcare, LLC	Shani Zakay	0.50h	\$800.00	-	\$400.00
05/30/2025	 	Calendar dates. Unbilled	97301-Smith Smith v. North Sacramento Healthcare, LLC	Shani Zakay	0.20h	\$800.00	-	\$160.00
06/05/2025	 	internal emails re: case Unbilled	97301-Smith Smith v. North Sacramento Healthcare, LLC	Jennifer Gerstenzang	0.50h	\$700.00	-	\$350.00
07/13/2025	 	Calendar dates. Unbilled	97301-Smith Smith v. North Sacramento Healthcare, LLC	Shani Zakay	0.20h	\$800.00	-	\$160.00
					99.40h		\$0.00 0.00h	\$71,730.00 99.40h

Activities Export

07/27/2026

11:18 AM

Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
07/17/2025	 	drafted CMS Unbilled	97301-Smith Smith v. North Sacramento Healthcare, LLC	Jennifer Gerstenzang	0.30h	\$700.00	-	\$210.00
07/25/2025	 	reviewed OCs redlines to CMS Unbilled	97301-Smith Smith v. North Sacramento Healthcare, LLC	Jennifer Gerstenzang	0.10h	\$700.00	-	\$70.00
07/31/2025	 	Calendar dates. Unbilled	97301-Smith Smith v. North Sacramento Healthcare, LLC	Shani Zakay	0.20h	\$800.00	-	\$160.00
08/20/2025	 	M&C on sampling for informal discovery for mediation. Work on stipulation to stay and data demand. Unbilled	97301-Smith Smith v. North Sacramento Healthcare, LLC	Shani Zakay	0.70h	\$800.00	-	\$560.00
09/01/2025	 	Initial case evaluation and strategy; review case files and client communication notes to develop internal discovery plan Unbilled	97301-Smith Smith v. North Sacramento Healthcare, LLC	Eden Zakay	1.20h	\$475.00	-	\$570.00
09/17/2025	 	Further M&C on sample Unbilled	97301-Smith Smith v. North Sacramento Healthcare, LLC	Shani Zakay	0.20h	\$800.00	-	\$160.00
09/22/2025	 	case review Unbilled	97301-Smith Smith v. North Sacramento Healthcare, LLC	Jennifer Gerstenzang	0.20h	\$700.00	-	\$140.00
11/03/2025	 	Correspondence with opposing counsel regarding appropriate sample size and data exchange; highlight time line issues with their	97301-Smith Smith v. North Sacramento Healthcare, LLC	Eden Zakay	0.90h	\$475.00	-	\$427.50
					99.40h		\$0.00 0.00h	\$71,730.00 99.40h

Activities Export

07/27/2026

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Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
		proposed production timelines; request to proceed with sampling so that Defendant can begin pulling records in light of fast approaching mediation date and holidays. ● Unbilled						
11/25/2025	🕒	Further M&C on sample. Emails to schedule a call with OC. ● Unbilled	97301-Smith Smith v. North Sacramento Healthcare, LLC	Shani Zakay	0.20h	\$800.00	-	\$160.00
12/06/2025	🕒	Further M&C on sample ● Unbilled	97301-Smith Smith v. North Sacramento Healthcare, LLC	Shani Zakay	0.10h	\$800.00	-	\$80.00
12/16/2025	🕒	t/c with OC and emails re: case ● Unbilled	97301-Smith Smith v. North Sacramento Healthcare, LLC	Jennifer Gerstenzang	0.60h	\$700.00	-	\$420.00
12/17/2025	🕒	reviewed and sent data to analyst ● Unbilled	97301-Smith Smith v. North Sacramento Healthcare, LLC	Jennifer Gerstenzang	0.40h	\$700.00	-	\$280.00
12/22/2025	🕒	emails to OC re: mediation data ● Unbilled	97301-Smith Smith v. North Sacramento Healthcare, LLC	Jennifer Gerstenzang	0.20h	\$700.00	-	\$140.00
12/23/2025	🕒	t/c with OC re: mediation production ● Unbilled	97301-Smith Smith v. North Sacramento Healthcare, LLC	Jennifer Gerstenzang	0.20h	\$700.00	-	\$140.00
01/05/2026	🕒	emails with OC ● Unbilled	97301-Smith Smith v. North Sacramento Healthcare, LLC	Jennifer Gerstenzang	0.20h	\$700.00	-	\$140.00
					99.40h		\$0.00 0.00h	\$71,730.00 99.40h

Activities Export

07/27/2026

11:18 AM

Date ▲	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
01/06/2026	 	emails with OC Unbilled	97301-Smith Smith v. North Sacramento Healthcare, LLC	Jennifer Gerstenzang	0.20h	\$700.00	-	\$140.00
01/06/2026	 	reviewed additional mediation production Unbilled	97301-Smith Smith v. North Sacramento Healthcare, LLC	Jennifer Gerstenzang	1.00h	\$700.00	-	\$700.00
01/09/2026	 	t/c with client and drafted summary email Unbilled	97301-Smith Smith v. North Sacramento Healthcare, LLC	Jennifer Gerstenzang	1.20h	\$700.00	-	\$840.00
01/13/2026	 	emails with analyst Unbilled	97301-Smith Smith v. North Sacramento Healthcare, LLC	Jennifer Gerstenzang	0.40h	\$700.00	-	\$280.00
01/20/2026	 	email to OC re: outstanding mediation production Unbilled	97301-Smith Smith v. North Sacramento Healthcare, LLC	Jennifer Gerstenzang	0.20h	\$700.00	-	\$140.00
01/22/2026	 	email to OC re: outstanding mediation production Unbilled	97301-Smith Smith v. North Sacramento Healthcare, LLC	Jennifer Gerstenzang	0.20h	\$700.00	-	\$140.00
01/23/2026	 	t/c with OC and follow up email Unbilled	97301-Smith Smith v. North Sacramento Healthcare, LLC	Jennifer Gerstenzang	1.00h	\$700.00	-	\$700.00
01/26/2026	 	emails with analyst Unbilled	97301-Smith Smith v. North Sacramento Healthcare, LLC	Jennifer Gerstenzang	0.30h	\$700.00	-	\$210.00
01/29/2026	 	email with analyst Unbilled	97301-Smith Smith v. North Sacramento Healthcare, LLC	Jennifer Gerstenzang	0.20h	\$700.00	-	\$140.00
					99.40h		\$0.00 0.00h	\$71,730.00 99.40h

Activities Export

07/27/2026

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Date ▲	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
01/29/2026	  Unbilled	Review file in preparation for drafting mediation brief.	97301-Smith Smith v. North Sacramento Healthcare, LLC	Jaclyn Joyce	1.20h	\$750.00	-	\$900.00
01/29/2026	  Unbilled	Telephone call with Plaintiff in preparation for mediation	97301-Smith Smith v. North Sacramento Healthcare, LLC	Jaclyn Joyce	0.50h	\$750.00	-	\$375.00
01/30/2026	  Unbilled	Review expert's report and confer with expert re additional data points needed.	97301-Smith Smith v. North Sacramento Healthcare, LLC	Jaclyn Joyce	0.70h	\$750.00	-	\$525.00
02/02/2026	  Unbilled	Work on mediation brief	97301-Smith Smith v. North Sacramento Healthcare, LLC	Shani Zakay	2.00h	\$800.00	-	\$1,600.00
02/02/2026	  Unbilled	Revise mediation brief and confer with co-counsel re same	97301-Smith Smith v. North Sacramento Healthcare, LLC	Jaclyn Joyce	2.10h	\$750.00	-	\$1,575.00
02/03/2026	  Unbilled	Further confer with client re claims in preparation for mediation	97301-Smith Smith v. North Sacramento Healthcare, LLC	Jaclyn Joyce	0.60h	\$750.00	-	\$450.00
02/03/2026	  Unbilled	Revise brief in light of additional information from Plaintiff	97301-Smith Smith v. North Sacramento Healthcare, LLC	Jaclyn Joyce	0.60h	\$750.00	-	\$450.00
02/05/2026	  Unbilled	email with OC and reviewed mediation production	97301-Smith Smith v. North Sacramento Healthcare, LLC	Jennifer Gerstenzang	1.00h	\$700.00	-	\$700.00
02/09/2026	  Unbilled	prepared for and attended mediation	97301-Smith Smith v. North Sacramento	Jennifer Gerstenzang	7.00h	\$700.00	-	\$4,900.00
					99.40h		\$0.00 0.00h	\$71,730.00 99.40h

Activities Export

07/27/2026

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Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
		● Unbilled	Healthcare, LLC					
02/09/2026	🕒	client call ● Unbilled	97301-Smith Smith v. North Sacramento Healthcare, LLC	Jennifer Gerstenzang	0.40h	\$700.00	-	\$280.00
02/09/2026	🕒	Attend mediation ● Unbilled	97301-Smith Smith v. North Sacramento Healthcare, LLC	Shani Zakay	3.00h	\$800.00	-	\$2,400.00
02/09/2026	🕒	Attend mediation ● Unbilled	97301-Smith Smith v. North Sacramento Healthcare, LLC	Jaclyn Joyce	8.00h	\$750.00	-	\$6,000.00
02/13/2026	🕒	internal emails, procedural history research, and drafted arbitration commencement letter. ● Unbilled	97301-Smith Smith v. North Sacramento Healthcare, LLC	Jennifer Gerstenzang	2.00h	\$700.00	-	\$1,400.00
02/20/2026	🕒	drafted MOU and sent to OC for review ● Unbilled	97301-Smith Smith v. North Sacramento Healthcare, LLC	Jennifer Gerstenzang	2.00h	\$700.00	-	\$1,400.00
02/20/2026	🕒	Work on MOU ● Unbilled	97301-Smith Smith v. North Sacramento Healthcare, LLC	Shani Zakay	1.00h	\$800.00	-	\$800.00
02/23/2026	🕒	t/c with client ● Unbilled	97301-Smith Smith v. North Sacramento Healthcare, LLC	Jennifer Gerstenzang	0.30h	\$700.00	-	\$210.00
02/23/2026	🕒	emails with admins for bids ● Unbilled	97301-Smith Smith v. North Sacramento Healthcare, LLC	Jennifer Gerstenzang	0.40h	\$700.00	-	\$280.00
02/24/2026	🕒	email to OC	97301-Smith	Jennifer	0.30h	\$700.00	-	\$210.00
					99.40h		\$0.00	\$71,730.00
							0.00h	99.40h

Activities Export

07/27/2026

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Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
		● Unbilled	Smith v. North Sacramento Healthcare, LLC	Gerstenzang				
03/09/2026	🕒	emails re: settlement negotiations ● Unbilled	97301-Smith Smith v. North Sacramento Healthcare, LLC	Jennifer Gerstenzang	0.30h	\$700.00	-	\$210.00
03/10/2026	🕒	email to client ● Unbilled	97301-Smith Smith v. North Sacramento Healthcare, LLC	Jennifer Gerstenzang	0.30h	\$700.00	-	\$210.00
03/10/2026	🕒	reviewed OC's revisions to MOU and made additional edits ● Unbilled	97301-Smith Smith v. North Sacramento Healthcare, LLC	Jennifer Gerstenzang	0.70h	\$700.00	-	\$490.00
03/11/2026	🕒	sent MOU out for execution ● Unbilled	97301-Smith Smith v. North Sacramento Healthcare, LLC	Jennifer Gerstenzang	0.20h	\$700.00	-	\$140.00
03/12/2026	🕒	drafted cms ● Unbilled	97301-Smith Smith v. North Sacramento Healthcare, LLC	Jennifer Gerstenzang	0.30h	\$700.00	-	\$210.00
03/17/2026	🕒	f/up with OC re: MOU ● Unbilled	97301-Smith Smith v. North Sacramento Healthcare, LLC	Jennifer Gerstenzang	0.20h	\$700.00	-	\$140.00
04/02/2026	🕒	reviewed court's tentative ● Unbilled	97301-Smith Smith v. North Sacramento Healthcare, LLC	Jennifer Gerstenzang	0.20h	\$700.00	-	\$140.00
04/02/2026	🕒	Draft SAR ● Unbilled	97301-Smith Smith v. North Sacramento Healthcare, LLC	Jaclyn Joyce	3.10h	\$750.00	-	\$2,325.00
04/02/2026	🕒	Draft SAR	97301-Smith	Jaclyn	3.10h	\$750.00	-	\$2,325.00
					99.40h		\$0.00 0.00h	\$71,730.00 99.40h

Activities Export

07/27/2026

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Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
		● Unbilled	Smith v. North Sacramento Healthcare, LLC	Joyce				
04/02/2026	🕒	Confer with co-counsel re SAR terms to be included ● Unbilled	97301-Smith Smith v. North Sacramento Healthcare, LLC	Jaclyn Joyce	0.40h	\$750.00	-	\$300.00
04/03/2026	🕒	Further draft SAR and confer with OC re same ● Unbilled	97301-Smith Smith v. North Sacramento Healthcare, LLC	Jaclyn Joyce	1.30h	\$750.00	-	\$975.00
04/03/2026	🕒	Confer with co-counsel re SAR ● Unbilled	97301-Smith Smith v. North Sacramento Healthcare, LLC	Jaclyn Joyce	0.20h	\$750.00	-	\$150.00
04/27/2026	🕒	Review mediation notes; MOU; and case documents in aid of reviewing and revising junior associate's draft SAR ● Unbilled	97301-Smith Smith v. North Sacramento Healthcare, LLC	Eden Zakay	3.70h	\$475.00	-	\$1,757.50
04/28/2026	🕒	Reviewed OC's edits to SAR, edited, and sent internally for additional review. ● Unbilled	97301-Smith Smith v. North Sacramento Healthcare, LLC	Jennifer Gerstenzang	1.00h	\$700.00	-	\$700.00
04/30/2026	🕒	internal emails ● Unbilled	97301-Smith Smith v. North Sacramento Healthcare, LLC	Jennifer Gerstenzang	0.40h	\$700.00	-	\$280.00
04/30/2026	🕒	sent plaintiff edits to OC ● Unbilled	97301-Smith Smith v. North Sacramento Healthcare, LLC	Jennifer Gerstenzang	0.40h	\$700.00	-	\$280.00
05/21/2026	🕒	reviewed OCs emails to SAR	97301-Smith Smith v. North Sacramento	Jennifer Gerstenzang	1.00h	\$700.00	-	\$700.00
					99.40h		\$0.00	\$71,730.00
							0.00h	99.40h

Activities Export

07/27/2026

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Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
		● Unbilled	Healthcare, LLC					
05/28/2026	🕒	email to OC with redlines to SAR ● Unbilled	97301-Smith Smith v. North Sacramento Healthcare, LLC	Jennifer Gerstenzang	0.50h	\$700.00	-	\$350.00
06/03/2026	🕒	email to OC with redlines to SAR ● Unbilled	97301-Smith Smith v. North Sacramento Healthcare, LLC	Jennifer Gerstenzang	0.50h	\$700.00	-	\$350.00
06/03/2026	🕒	Work on SAR ● Unbilled	97301-Smith Smith v. North Sacramento Healthcare, LLC	Shani Zakay	2.50h	\$800.00	-	\$2,000.00
06/10/2026	🕒	email to OC ● Unbilled	97301-Smith Smith v. North Sacramento Healthcare, LLC	Jennifer Gerstenzang	0.30h	\$700.00	-	\$210.00
06/15/2026	🕒	drafted rough draft of settlement approval motion ● Unbilled	97301-Smith Smith v. North Sacramento Healthcare, LLC	Jennifer Gerstenzang	3.00h	\$700.00	-	\$2,100.00
07/14/2026	🕒	Begin drafting settlement approval motion and supporting documents ● Unbilled	97301-Smith Smith v. North Sacramento Healthcare, LLC	Jaclyn Joyce	4.60h	\$750.00	-	\$3,450.00
07/15/2026	🕒	Further draft settlement approval motion and corresponding documents; confer with co-counsel re same ● Unbilled	97301-Smith Smith v. North Sacramento Healthcare, LLC	Jaclyn Joyce	1.90h	\$750.00	-	\$1,425.00
07/15/2026	🕒	Confer with co-counsel re proposed order ● Unbilled	97301-Smith Smith v. North Sacramento Healthcare, LLC	Jaclyn Joyce	0.30h	\$750.00	-	\$225.00
					99.40h		\$0.00 0.00h	\$71,730.00 99.40h

Activities Export

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Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
07/17/2026	  Unbilled	Correspond with OC re settlement approval motion	97301-Smith Smith v. North Sacramento Healthcare, LLC	Jaclyn Joyce	0.10h	\$750.00	-	\$75.00
07/18/2026	  Unbilled	Work on approval motion	97301-Smith Smith v. North Sacramento Healthcare, LLC	Shani Zakay	1.00h	\$800.00	-	\$800.00
					99.40h		\$0.00 0.00h	\$71,730.00 99.40h

EXHIBIT 3

Activities Export

07/27/2026

11:15 AM

Date ▲	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
01/27/2025	\$	PAGA Filing Fee ● Unbilled	97301-Smith Smith v. North Sacramento Healthcare, LLC	Shani Zakay	1.00	\$75.00	-	\$75.00
01/29/2025	\$	One Legal - Order No .24583260 (Filing Fee) ● Unbilled	97301-Smith Smith v. North Sacramento Healthcare, LLC	Shani Zakay	1.00	\$1,503.78	-	\$1,503.78
02/05/2025	\$	Knox Invoice No. 4459716 (Process Server Fees) ● Unbilled	97301-Smith Smith v. North Sacramento Healthcare, LLC	Shani Zakay	1.00	\$66.95	-	\$66.95
02/05/2025	\$	One Legal - Order No. 24653649 (Filing Fee) ● Unbilled	97301-Smith Smith v. North Sacramento Healthcare, LLC	Shani Zakay	1.00	\$21.11	-	\$21.11
02/07/2025	\$	Knox Invoice No. 4459874 (Process Server Fees) ● Unbilled	97301-Smith Smith v. North Sacramento Healthcare, LLC	Shani Zakay	1.00	\$133.45	-	\$133.45
02/07/2025	\$	One Legal - Order No. 24672250 (Filing Fee) ● Unbilled	97301-Smith Smith v. North Sacramento Healthcare, LLC	Shani Zakay	1.00	\$21.11	-	\$21.11
04/04/2025	\$	One Legal - Order No. 25076202 (Filing Fee) ● Unbilled	97301-Smith Smith v. North Sacramento Healthcare, LLC	Shani Zakay	1.00	\$21.11	-	\$21.11
04/28/2025	\$	Signature Resolution Invoice No. PR 58045 (Mediation Fees) ● Unbilled	97301-Smith Smith v. North Sacramento Healthcare, LLC	Shani Zakay	1.00	\$7,375.00	-	\$7,375.00
07/28/2025	\$	One Legal - Order No. 25931578 (Filing Fees) ● Unbilled	97301-Smith Smith v. North Sacramento Healthcare, LLC	Shani Zakay	1.00	\$21.11	-	\$21.11
							\$0.00 0.00h	\$11,235.82 0.00h

Activities Export

07/27/2026

11:15 AM

Date ▲	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
01/05/2026	\$	Postage Fee - 01.2026 (Mailing Fees) ● Unbilled	97301-Smith Smith v. North Sacramento Healthcare, LLC	Admin Zakay	1.00	\$0.74	-	\$0.74
03/06/2026	\$	Berger – Invoice No. 14420 (Expert Fees) ● Unbilled	97301-Smith Smith v. North Sacramento Healthcare, LLC	Admin Zakay	1.00	\$1,971.25	-	\$1,971.25
03/12/2026	\$	One Legal – Order No. 27696113 (Filing Fees) ● Unbilled	97301-Smith Smith v. North Sacramento Healthcare, LLC	Admin Zakay	1.00	\$22.20	-	\$22.20
03/12/2026	\$	Postage Fee - 03.2026 (Mailing Fees) ● Unbilled	97301-Smith Smith v. North Sacramento Healthcare, LLC	Admin Zakay	1.00	\$1.03	-	\$1.03
04/15/2026	\$	Postage Fee - 04.2026 (Mailing Fees) ● Unbilled	97301-Smith Smith v. North Sacramento Healthcare, LLC	Admin Zakay	1.00	\$1.03	-	\$1.03
06/01/2026	\$	Printer Fee - 06.2026 (Printing Fees) ● Unbilled	97301-Smith Smith v. North Sacramento Healthcare, LLC	Admin Zakay	1.00	\$0.95	-	\$0.95
							\$0.00 0.00h	\$11,235.82 0.00h

EXHIBIT 4

ZAKAY LAW GROUP, APLC

3110 Camino Del Rio South, Suite 308, San Diego, CA 92108 | 619-255-9047

FIRM PRACTICE AREAS:

Employment Litigation, Employment Class Action, Wage and Hour Class Actions, PAGA Litigation.

ATTORNEY SHANI O. ZAKAY BIOGRAPHY:

1. PRACTICE AREAS

Employment Litigation, Employment Class Action, Wage and Hour Class Actions, Civil Litigation, Business Litigation, Corporate/Business General Counsel Advice.

2. BAR ADMISSIONS, MEMBERSHIPS & BOARDS

State of California (all courts)

United States District Court for the District of California (all courts)

3. PROFESSIONAL EXPERIENCE

ZAKAY LAW GROUP, APLC, San Diego, CA

Founder, April 2018

SILLDORF LAW, LLP, San Diego, CA (now known as Berding & Weil)

Partner, January 2012 – March 2018

4. EDUCATION

CALIFORNIA WESTERN SCHOOL OF LAW, San Diego, CA

Juris Doctor, *magna cum laude*, April 2011

Honors: Dean's List: Spring 2009, Fall 2009, Spring 2010, Fall 2010, Spring 2011.

Academic Achievement Awards: Advanced Legal Research, Constitutional Law II, Criminal Procedure, Insurance Law & Litigation, Law Office Technologies, Property II, Products Liability, Trusts & Estates.

Activities: Associate Editor, *California Western Law Review*

Legal Skills Honor Instructor for Professor Leslie Culver

Vice President, Jewish Student Union

SAN DIEGO STATE UNIVERSITY, San Diego, CA

Bachelor of Science, Business Administration, Management, *cum laude*, May 2008

Honors: Dean's List: Spring 2007 and Fall 2007

5. COMMUNITY SERVICE

CALIFORNIA WESTERN SCHOOL OF LAW, San Diego, CA

Spring 2016, 2018

Moot Court Judge

COMMUNITY LAW PROJECT, San Diego, CA

October 2018 – Present

Volunteer Attorney on Employment Matters

ATTORNEY JACKLAND K. HOM BIOGRAPHY:

1. PRACTICE AREAS

Employment Litigation, Employment Class Action, Wage and Hour Class Actions, PAGA Litigation.

2. BAR ADMISSIONS, MEMBERSHIPS & BOARDS

State of California (all courts)

United States District Courts of California (all courts)

3. PROFESSIONAL EXPERIENCE

ZAKAY LAW GROUP, APLC, San Diego, CA

Associate, January 2021 - present

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP, San Diego, CA

Associate, November 2019 – September 2020

4. EDUCATION

CALIFORNIA WESTERN SCHOOL OF LAW, San Diego, CA

Juris Doctor, April 2019

Honors: Dean's List: Fall 2017, Spring 2018.

Activities: Academic Achievement Awards: Advanced Prosecution Function.
Senior Editor, *California Western Law Review*
President, Asian Pacific American Law Students Association

UNIVERSITY OF CALIFORNIA, RIVERSIDE, Riverside, CA

Bachelor of Arts: Political Science, English Literature, June 2015

Honors: Dean's List

ATTORNEY JACLYN JOYCE BIOGRAPHY:

1. PRACTICE AREAS

Employment Litigation, Employment Class Action, Wage and Hour Class Actions, PAGA Litigation.

2. BAR ADMISSIONS, MEMBERSHIPS & BOARDS

State of California (all courts)

3. PROFESSIONAL EXPERIENCE

ZAKAY LAW GROUP, APLC, San Diego, CA

Associate, March 2023 – present

LIGHTGABLER, Camarillo, CA

Attorney, April 2019 – February 2023

WESTON & McELVAIN (now called Weston & Agness LLP), Los Angeles, CA

Attorney, June 2016 – April 2019

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4. EDUCATION

UCLA SCHOOL OF LAW, Los Angeles, CA
Juris Doctor, *May 2012*

NORTHWESTERN UNIVERSITY, Chicago, IL
Bachelor of Arts: Political Science; Bachelor of Arts: Psychology, 2005

ATTORNEY JENNIFER GERSTENZANG BIOGRAPHY:

1. PRACTICE AREAS

Employment Litigation, Employment Class Action, Wage and Hour Class Actions, PAGA Litigation.

2. BAR ADMISSIONS, MEMBERSHIPS & BOARDS

State of California (all courts)
United States District Courts of California (all courts)

3. PROFESSIONAL EXPERIENCE

Zakay Law Group, APLC, San Diego, CA
Associate, November 2024 – present

San Diego County Office of the Public Defender, San Diego, CA
Deputy Public Defender, August 2019 - October 2024

Gerstenzang Law, San Diego, CA
Owner and Lead Attorney, January 2015 - August 2019

San Diego County Office of the Public Defender, San Diego, CA
Deputy Public Defender, December 2011 – January 2015

4. EDUCATION

California Western School of Law, San Diego, CA
Juris Doctor, *cum laude*, April 2011
Area of Concentration in Criminal Prosecution and Defense Practice, with Honors

Emory University, Atlanta, GA
Bachelor of Arts: Psychology, May 2006

ATTORNEY EDEN ZAKAY BIOGRAPHY:

1. PRACTICE AREAS.

Employment Litigation, Employment Class Action, Wage and Hour Class Actions, PAGA Litigation.

2. BAR ADMISSIONS, MEMBERSHIPS & BOARDS

State of California (all courts)
State of North Carolina (all courts)

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3. PROFESSIONAL EXPERIENCE

Zakay Law Group, APLC, San Diego, CA

Associate, January 2025 - Present

Wood, Smith, Henning & Berman LLP, Raleigh, NC

Associate, July 2022 – January 2025

San Diego Law Review, San Diego, CA

Associate, July 2019 – May 2021

4. EDUCATION

University of San Diego School of Law, San Diego, CA

Juris Doctor, April 2021

University of California San Diego, La Jolla, CA

Bachelor of Arts: Political Science, June 2017

ATTORNEY NICOLE NOURSAMADI BIOGRAPHY:

1. PRACTICE AREAS.

Employment Litigation, Employment Class Action, Wage and Hour Class Actions, PAGA Litigation.

2. BAR ADMISSIONS, MEMBERSHIPS & BOARDS

State of California (all courts)

State of North Carolina (all courts)

3. PROFESSIONAL EXPERIENCE

Zakay Law Group, APLC, San Diego, CA

Associate, November 2024 - Present

4. EDUCATION

California Western School of Law, San Diego, CA

Juris Doctor, April 2024

San Diego State University, San Diego, CA

Bachelor of Arts: Political Science, June 2020

5. COMMUNITY SERVICE

COMMUNITY LAW PROJECT, San Diego, CA

Summer of 2024

Volunteer

LEAD COUNSEL – CLASS ACTION AND/OR REPRESENTATIVE CASES:

1. Arakilians v. Trophy Universal City Group

Court	Los Angeles
Case No.	20STCV05724
Nature	Meal/Rest Breaks, Unpaid Overtime, and PAGA
Status	In Litigation

2. Cortez Ocegüera v. M & M Automotive

Court	Alameda
Case No.	HG21086853
Nature	PAGA
Status	In Litigation

3. Carbajal v. Keys Motors, Inc.

Court	Los Angeles
Case No.	20STCV49714
Nature	PAGA
Status	Settled

4. Gregory v. Verio Healthcare, Inc

Court	Los Angeles
Case No.	20STCV37254
Nature	Meal/Rest Breaks, Unpaid Overtime, and PAGA
Status	Settled

5. Putman v. Winco Holdings, Inc.

Court	Sacramento
Case No.	2:21-cv-01760-MCE-JDP
Nature	Meal/Rest Breaks, Unpaid Overtime, and PAGA
Status	In Litigation

6. Williamson v. Stan Hotel

Court	Stanislaus
Case No.	CV-21-006861
Nature	Meal/Rest Break claims
Status	In Litigation

7. Hernandez v. USGI, Inc.

Court	Orange
Case No.	30-2022-01250099
Nature	Overtime and Regular Rate claims, and Meal/Rest Breaks
Status	In Litigation

8. De Jesus v. UniCare

Court	San Diego
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Case No.	37-2022-00003063-CU-OE-CTL
Nature	Meal/Rest Breaks, Unpaid Overtime, and PAGA
Status	Settled

9. Chambers v. Bass Medical Group

Court	Contra Costa
Case No.	C22-01058
Nature	Overtime and Minimum Wage claims, Meal/Rest Breaks and PAGA
Status	Settled

10. Lindsay v. Denso Products (Staffmark)

Court	Riverside
Case No.	CVRI2203360
Nature	Overtime, Minimum Wage claims, and Meal/Rest Breaks
Status	Settled

11. Maheia v. Clean Earth Environmental Solutions

Court	Los Angeles
Case No.	22STCV24279
Nature	Overtime, Meal/Rest Periods, Failure to Pay PTO and PAGA
Status	Settled

12. Gray v. Sky Hotels

Court	Stanislaus
Case No.	CV-22-004004
Nature	Overtime, Minimum Wage claims, Meal/Rest Breaks, and PAGA
Status	Settled

13. Mariscal v. Janco Industries

Court	San Joaquin
Case No.	STK-CV-UOE-2022-8450
Nature	Meal and Rest Breaks and Reporting Time Violations
Status	Settled

14. Trudelle v. Children of the Rainbow

Court	San Diego
Case No.	37-2022-00034860
Nature	Overtime, Wage, Meal/Rest Break claims, and PAGA
Status	Settled

15. Rodriguez v. Shaxon Industries

Court	Los Angeles
Case No.	30-2022-01289124-CU-OE-CXC
Nature	Overtime, Wage, Meal/Rest Break claims, and PAGA

Status	Settled
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16. Bautista v. Xtreme Auto Collision & Glass

Court	San Diego
Case No.	37-2022-00044708-CU-OE-CTL
Nature	Overtime Wages, Meal/Rest Break violations
Status	Settled

17. Miller v. Barry's Security

Court	Riverside
Case No.	CVRI2202929
Nature	Overtime Wages, Meal/Rest Break violations
Status	In Litigation

18. Kanafani v. Mitra VI, LLC (Superstar Car Wash)

Court	San Diego
Case No.	37-2022-00044660
Nature	Overtime, Wage, Meal/Rest Break claims, and PAGA
Status	Settled

19. Maria Vazquez v. Mt. Collision

Court	Los Angeles
Case No.	22STCV34689
Nature	Minimum Wage violations, Meal/Rest Break, PAGA
Status	In Litigation

20. Rodriguez v. Performance Food Group

Court	Alameda
Case No.	22CV021320
Nature	Overtime Wages, Meal/Rest Break violations
Status	Settled

21. Shabazz v. Mann & Company

Court	Butte
Case No.	22CV02669
Nature	Overtime Wages, Meal/Rest Break violations
Status	Settled

22. Adame v. Hustead's Collision Center

Court	Alameda
Case No.	22CV018744
Nature	Minimum Wage violations, Meal/Rest Break, PAGA
Status	Settled

23. Monroy v. Donsuemor

Court	Alameda
Case No.	22CV011917
Nature	Minimum Wage violations, Meal/Rest Break, PAGA, Wrongful Termination
Status	Settled

24. Murbach v. Love Automotive

Court	Kern
Case No.	BCV-22-103469
Nature	Overtime Wages, Meal/Rest Break violations
Status	In Litigation

25. Bove v. S&B Restaurant Group

Court	Los Angeles
Case No.	23STCV02528
Nature	Overtime Wages, Meal/Rest Break violations
Status	Settled

26. Perseus Porras v. Tantalum Restaurant

Court	Los Angeles
Case No.	19STCV31015
Nature	Unpaid Wages + Missed Meal/Rest Breaks
Status	Settled

27. Nicholas Leon v. Miller Event Management

Court	San Luis Obispo
Case No.	19CV-0435
Nature	Meal/Rest Breaks, Reporting Time, 2802
Status	Settled

28. Aaris Watts v. TRL Systems

Court	Orange County
Case No.	30-2019-01102457-CU-OE-CXC
Nature	Meal/Rest Breaks, Reporting Time
Status	Settled

29. Johnathan Roa v. Otay Mesa Sales

Court	San Diego
Case No.	37-2019-00057735-CU-OE-CTL
Nature	Meal/Rest Breaks, 226
Status	Settled

30. Jonathan Mitchell v. Mack Trucking

Court	San Bernardino
Case No.	CIVDS1928334
Nature	Independent Contractor Misclassification
Status	Settled

31. Richard Jer Vang v. Bridge Property Management

Court	Alameda
Judge	Winfred Smith
Nature	Off the clock work, regular rate miscalc.
Status	Settled

32. Madison Marrero v. Stat Med

Court	Alameda
Case No.	HG19043214
Nature	Unpaid Overtime + Meal/Rest Breaks
Status	Settled

33. Brian Reyes v. Stowasser Buick-GMC

Court	Santa Barbara
Case No.	19CV06183
Nature	Vaquero
Status	Settled

34. Erik Foss v. Anderson Hospitality, Inc.

Court	Shasta
Case No.	195317
OPC	Wood Smith – Andrew Kleiner
Nature	Meal and Rest Breaks, Regular Rate
Status	Settled

35. Griselda Duran v. EmployBridge

Court	Kern
Case No.	BCV-20-101583
Nature	Regular Rate, 226
Status	In Litigation

36. Luis Rendon v. Healthcare Investments, Inc.

Court	Los Angeles
Case No.	20STCV39775

Nature	Meal and Rest Breaks
Status	Settled

37. Richard Melead v. TVI, Inc.

Court	Orange
Case No.	30-2020-01140887-CU-OE-CXC
Nature	Regular Rate, 226 (Magadia)
Status	Settled

38. Thomas Haven v. California Vocations, Inc.

Court	Butte
Case No.	20CV01514
Nature	Regular Rate + Meal and Rest Breaks
Status	Settled

39. Estefania Renteria v. Love's Country

Court	Kern
Case No.	BCV-20-101260
Nature	226
Status	Settled

40. Rachel Latin v. OneMain General Services Corp.

Court	Stanislaus
Case No.	CV-20-002498
Nature	Dart + Magadia
Status	Settled

41. Kalaina Dula v. 2 Kings Gaming, Inc.

Court	Merced
Case No.	#20CV-02289
Nature	Meal and Rest Breaks
Status	Settled

42. Jie Xu v. HT Multinational

Court	San Bernardino
Case No.	CIV-DS2015679
Nature	Exempt Misclassification
Status	Settled

43. Yvette Molina v. Hawaiian Airlines

Court	Los Angeles
Case No.	20STCV28079
Nature	Meal and Rest + Magadia
Status	Settled

44. Reinald Pillsbury v. T & T Restaurants CA

Court	Del Norte
Case No.	CVUJ-2020-1214
Nature	Meal/Rest Breaks + Regular Rate
Status	Settled

45. Luis de Jesus v. Guardian Angel Home Care

Court	San Diego
Case No.	37-2020-00021049-CU-OE-CTL
Nature	Piece-Rate
Status	Settled

46. Charles Sandlin v. Secure Nursing Services, Inc.

Court	Los Angeles
Case No.	20STCV25675
Nature	Regular Rate
Status	Settled

47. Gabriel Mendez v. Bondz, Inc.

Court	San Joaquin
Case No.	STK-CV-UOE-2020-0007486
Nature	Piece-Rate
Status	Settled

48. James Conley v. Siskiyou Forest Products

Court	Shasta
Case No.	195819
Nature	Regular Rate and Meal/Rest Breaks + 226
Status	Settled

49. Alex Castellanos v. Southwest Patrol

Court	San Diego
Case No.	37-2020-00024905-CU-OE-CTL
Nature	Augutus
Status	Settled

50. Rodney Stovall v. Javelin Logistics Company

Court	Alameda
Case No.	RG20075705
Nature	Meal / Rest Breaks
Status	Settled

51. Gabrielle Boyd v. Bluestone Lane Holdings, LLC

Court	San Francisco
Case No.	CGC-20-585787
Nature	Tip Pooling ; Magadia
Status	Settled

52. Elias Kaser v. Aviation Consultants, Inc.

Court	Orange County
Case No.	
Nature	Meal / Rest Breaks, Regular Rate
Status	Settled

53. Christopher Chacon v. Panda Motors, Inc.

Court	San Bernardino
Case No.	CIV DS2022220
Nature	Regular Rate
Status	Settled

54. Willie Lang v. Pathways

Court	San Diego
Case No.	37-2019-00049969
Nature	Off the Clock
Status	Settled

55. Norma Reyes v. Simpson Garden Grove, Inc.

Court	Orange
Case No.	30-2020-0117564-CU-OE-CJC
Nature	Meal / Rest Breaks
Status	Settled

56. Daniel Jacobs v. Rush Media Company

Court	Los Angeles
Case No.	20STCV32350
Nature	Independent Contractor Misclassification
Status	Settled

57. Luis Ledesma v. TVJ Sons I, Inc.

Court	Santa Barbara
Case No.	20CV03573
Nature	Vaquero
Status	Settled

58. Sukhraj Kaur v. ACES 2020, LLC

Court	Contra Costa
Case No.	C20-02482
Nature	Meal/Rest Breaks, 2802
Status	Settled

59. James Rachal v. ELG Metals, Inc.

Court	Los Angeles
Case No.	20STCV45861

Nature	Meal/Rest Breaks, Regular Rate
Status	Settled

60. Michael Ashlock v. Advantis Medical Staffing

Court	San Diego
Case No.	37-2020-00022305-CU-OE-CTL
Nature	Regular Rate
Status	Settled

61. Jessica Barackman v. Teaz N Pleaz, Inc.

Court	El Dorado
Case No.	SC20200179
Nature	Meal/Rest Breaks, Seating
Status	Settled

62. Nicolas Neutall v. Urban Alchemy

Court	San Francisco
Case No.	CGC-20-588622
Nature	Meal/Rest Breaks, Unpaid Overtime
Status	Settled

63. Courteney Arneson v. Bahn Thai, Inc.

Court	Sacramento
Case No.	34-2021-00295429
Nature	Meal/Rest Breaks, Unpaid Overtime
Status	Settled

64. Traci Pollinger v. Hoehn Motors, Inc.

Court	San Diego
Case No.	37-2021-00003888-CU-OE-CTL
Nature	Violation of PAGA
Status	Settled

65. Mohammad Alavicheh v. Suburban Buick GMC Cadillac, LLC

Court	Orange
Case No.	30-2021-01181315-CU-OE-CXC
Nature	Violation of PAGA
Status	Settled

66. Shasta Collins v. Hilton Management, LLC

Court	San Francisco
Case No.	CGC-21-590959
Nature	Violation of PAGA
Status	In Litigation

67. Amanda Hernandez v. Parenting Network, Inc.

Court	Tulare
Case No.	VCU287027
Nature	Meal/Rest Breaks, PAGA
Status	Settled

68. Richard Sanchez v. Salinas Lincoln Mercury, Inc.

Court	Monterey
Case No.	21CV001535
Nature	Violation of PAGA
Status	Settled

69. Doretha Jackson v. White Fir Holdings, LLC dba Midtown Oaks Post-Acute

Court	Sacramento
Case No.	34-2021-00301656
Nature	Meal/Rest Breaks, PAGA
Status	Settled

70. Pedro Rodriguez v. R.M. Parks Place, Inc.

Court	San Joaquin
Case No.	STK-CV-UOE-2021-0006050
Nature	Meal/Rest Breaks, PAGA
Status	Settled

71. David Ezell v. Diab Leasing, Inc.

Court	Sacramento
Case No.	34-2021-00305329
Nature	Meal/Rest Breaks, Unpaid Overtime
Status	Settled

72. Bria Ware v. Shake Shack Enterprise, LLC.

Court	Alameda
Case No.	21CV002063
Nature	Meal/Rest Breaks, Unpaid Overtime
Status	Settled

73. Latisha Anderson v. Barton Meyers Associates, Inc.

Court	Los Angeles
Case No.	21STCV43314
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

74. Eduardo Ybarra v. Helzberg's Diamond Shops, LLC

Court	Alameda
Case No.	21CV003531

Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

75. Jermell Jones v. Greenlawn Funeral Homes

Court	Kern
Case No.	BCV-21-102356
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

76. Isaiah Davis v. RPM Juice, Inc.

Court	San Francisco
Case No.	21STCV14755
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

77. Jose Garcia v. Ferma Greenbox

Court	Alameda
Case No.	RG21101104
Nature	Unpaid Wages, PAGA
Status	Settled

78. Brittney Jones v. ASD6

Court	San Diego
Case No.	37-2021-00016864-CU-OE-CTL
Nature	PAGA
Status	Settled

79. Melina Wilson v. Spreen Honda

Court	San Bernardino
Case No.	CIVSB2119857
Nature	PAGA
Status	Settled

80. Anthony Lopez v. Ferro Automotive

Court	Solano
Case No.	FCS056580
Nature	PAGA
Status	In Litigation

81. Michael Nash v. K. Hovnanian

Court	Riverside
Case No.	RIC2003319
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	In Litigation

82. Emily Tolosa v. Kensington Redwood City, LLC

Court	San Mateo
Case No.	21-CIV-03030
Nature	Meal/Rest Breaks, Unlawful Rounding, Unpaid Overtime, PAGA
Status	Settled

83. Gabriel Guzman v. Vulcan Materials Company

Court	San Diego
Case No.	37-2021-00024583-CU-OE-CTL
Nature	Unpaid Wages, PAGA
Status	Settled

84. Cristal Rodriguez v. EAH , Inc.

Court	Santa Cruz
Case No.	21CV00884
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

85. Natalie Chrestensen v. Northeastern Rural Health Clinics

Court	Lassen
Case No.	63703
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

86. Omar Vejar v. Fineline Woodworking, Inc.

Court	Orange
Case No.	30-2021-01208607-CU-OE-CXC
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

87. Claudia Nunez v. The Whole Child

Court	Los Angeles
Case No.	21STCV25160
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

88. Jaqueline Nayyar v. Pizza Investment Entrepreneurs, LLC

Court	Solano
Case No.	FCS056804
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	In Litigation

89. Michael Harrington v. Genesis Private Security

Court	Alameda
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Case No.	RG21105476
Nature	Wage Statement
Status	Settled

90. Robert Baray v. Curation Foods

Court	Santa Barbara
Case No.	21CV2834
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

91. James Aguilar v. T & K

Court	Santa Clara
Case No.	21CV384674
Nature	Meal/Rest Breaks, Unpaid Overtime, Untimely Payment of Wages, PAGA
Status	Settled

92. Alahjah Brown v. NRI USA, Inc.

Court	San Bernardino
Case No.	CIVSB0228407
Nature	PAGA
Status	Settled

93. Dino Desanctis v. Douglas Products and Packaging Company, LLC

Court	Contra Costa
Case No.	C21-01874
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

94. Joe Moreno v. Rambo, LLC.

Court	San Diego
Case No.	37-2021-00038129-CU-OE-CTL
Nature	PAGA
Status	In Litigation

95. Norman Respass v. The Scion Group

Court	Eastern District
Case No.	2:20-cv-02307-MCE-JDP
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

96. Devin Terrell v. KaiserAir

Court	Alameda
Case No.	RG21113701
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

97. Annklein Pacia v. Kilroy Realty, L.P.

Court	Los Angeles
Case No.	21STCV20624
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA, FCRA
Status	Settled

98. Dante Henderson v. Bizon Group, Inc.

Court	Alameda
Case No.	HG21115170
Nature	Wage Statement Violations, Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

99. Noemy Flores v. Aven Group, Inc.

Court	Los Angeles
Case No.	21STCV36642
Nature	Wage Order 5
Status	Settled

100. Alissa Whitney v. Five J's Family Enterprises

Court	San Bernardino
Case No.	CIVSB 2129063
Nature	Meal/Rest Breaks, Unpaid Overtime, Unlawful Rounding, PAGA
Status	Settled

101. Ricardo Rodriguez v. Employbridge

Court	Ventura
Case No.	56-2021-00559039-CU-OE-VTA
Nature	PAGA
Status	Settled

102. Amanda Patterson v. RCSH Operations, Inc.

Court	Contra Costa
Case No.	MSC21-02077
Nature	Wage Statement Violations, Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

103. Tyra Toler v. Total Testing Solutions LLC

Court	Los Angeles
Case No.	21STCV38452
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

104. Juanita Allen v. Nissan of Stockton

Court	San Joaquin
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Case No.	STK-CV-UOE-2021-8956
Nature	PAGA
Status	In Litigation

105. Paola Villalvazo v. SK Market Inc.

Court	Los Angeles
Case No.	21STCV39911
Nature	PAGA
Status	Settled

106. Luke Delacruz v. Walmart (Bonobos)

Court	San Diego
Case No.	37-2021-00046421-CU-OE-CTL
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

107. Powell v. Core Community Organized Relief Effort

Court	San Francisco
Case No.	CGC-21-596527
Nature	Meal/Rest Breaks
Status	Settled

108. Toshi Magee v. Children's Dentistry and Orthodontics

Court	Merced
Case No.	21CV-03773
Nature	Regular Rate of Pay
Status	In Litigation

109. Alisa Alvarez v. SLO Arches, Inc.

Court	San Luis Obispo
Case No.	21CV-0533
Nature	Meal/Rest Breaks
Status	Settled

110. Perla Rodriguez Gonzales v. CM School Supply, Inc.

Court	San Bernardino
Case No.	CIVSB2133207
Nature	Rounding
Status	In Litigation

111. Parastoo Maboudi v. The Neiman Marcus Group LLC

Court	Santa Clara
Case No.	22CV391973
Nature	Regular Rate of Pay Miscalculation
Status	Settled

112. Michael Hillstrom v. Constellation Brands, Inc. et al.

Court	Napa
Case No.	22CV000006
Nature	Regular Rate of Pay
Status	Settled

113. Maria Tabarez v. Alta Hospitals System LLC

Court	Los Angeles
Case No.	5220001658
Nature	Meal/Rest Break
Status	In Litigation

114. Luther Roddy v. O'Neil Beverages

Court	Marin
Case No.	CIV2200067
Nature	Various
Status	Settled

115. David Stevens v. Kamps Propane, Inc.

Court	San Diego
Case No.	37-2021-00016367-CU-OE-CTL
Nature	Various
Status	In Litigation

116. Veronica Maravilla v. Venus Et Fleur, LLC

Court	San Diego
Case No.	37-2021-00016367-CU-OE-CTL
Nature	Various
Status	Settled

117. Maria G. Gonzalez Romero v. Cabe Brothers Rentals LLC et al.

Court	Los Angeles
Case No.	22STCV18688
Nature	Various
Status	Settled

118. Daraka Banks v. General Motors LLC et al.

Court	San Bernardino
Case No.	CIVSB2203661
Nature	Meal/Rest Breaks
Status	In Litigation

119. Jesse Galindo v. PAQ, Inc. dba Food 4 Less et al.

Court	San Joaquin
Case No.	STK-CV-UOE-2022-0000452
Nature	Regular Rate of Pay

Status	Settled
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120. Tyler Sneed v. Sunroad Auto, LLC et al.

Court	San Diego
Case No.	37-2022-00007661
Nature	Various
Status	In Litigation

121. Alexa Lowe v. Ash's First LLC et al.

Court	San Diego
Case No.	37-2022-00010114
Nature	Various
Status	In Litigation

122. Marquan Nesbitt v. Autonomous, Inc.

Court	San Bernardino
Case No.	CIVSB2204742
Nature	Regular Rate of Pay
Status	Settled

123. Luis De Jesus Claudio v. Uni Care Home Health Inc.

Court	San Diego
Case No.	37-2022-00003063-CU-OE-CTL
Nature	Piece-Rate
Status	Settled

124. Vincent Leslie v. P.F.C. Enterprises, Inc. dba Allen Properties

Court	San Bernardino
Case No.	CIVSB2207363
Nature	Wage Statement
Status	Settled

125. Serenity Jean Dewolf v. Mountain Counties Supply Company

Court	Siskiyou
Case No.	SCCV-CVCV-2022-329
Nature	Meal/Rest Breaks
Status	In Litigation

126. Jeannete Gomes v. Homeaglow Inc.

Court	San Joaquin / Los Angeles
Case No.	22STCV27159
Nature	Independent Contractor Misclassification
Status	In Litigation

127. Alan Carrillo Rodriguez v. Titan Workforce

Court	San Joaquin
Case No.	STK-CV-UOE-2022-0003036
Nature	Meal/Rest
Status	Settled

128. Isaiah D. Hughes v. Asian and Pacific Islander Wellness Center, Inc.

Court	San Francisco
Case No.	CGC-22-599270
Nature	Rounding
Status	Settled

129. Manuel Fimbres et al. v. Dreamstyle Remodeling of California, LLC et al.

Court	San Diego
Case No.	37-2022-00013690
Nature	Piece-Rate
Status	Settled

130. Abigail Chamberlan v. Classic VMS, Inc. et al.

Court	Yolo
Case No.	CV2022-0652
Nature	Meal/Rest
Status	Settled

131. Marvin Glenn Holloway v. Water Damage Rescue, Inc.

Court	Sacramento
Case No.	34-2022-00319781
Nature	Meal/Rest Breaks
Status	Settled

132. John Schilder v. Tenderloin Neighborhood Development Corporation

Court	San Francisco
Case No.	CGC-22-599603
Nature	Various
Status	In Litigation

133. Oscar Almanza v. Hope of the Valley Rescue Mission

Court	Los Angeles
Case No.	22STCV17591
Nature	Rounding
Status	Settled

134. Janene J. Caracaus v. Danny's Home Health Care Inc.

Court	San Diego
Case No.	37-2022-00020531
Nature	Piece Rate

Status	In Litigation
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135. Alex Pegues v. eLink Recruiting Solutions, Inc. et al.

Court	Los Angeles
Case No.	22STCV18259
Nature	COVID-Screening Off-The-Clock
Status	In Litigation

136. Jesus Garica v. The Beach Chalet, L.P.

Court	San Francisco
Case No.	CGC-22-600090
Nature	Meal/Rest
Status	In Litigation

137. Sarina Yuan Jong Lai v. Sunmerry California Inc. et al.

Court	Los Angeles
Case No.	22STCV12086
Nature	Wage Statement
Status	Settled

138. Kyle Richard Dawkins v. Coalition For Responsible Community Development

Court	Los Angeles
Case No.	22STCV19341
Nature	Various
Status	In Litigation

139. Brennan Howard v. Koulax Enterprises

Court	Los Angeles
Case No.	21GDCV01154
Nature	Meal/Rest Breaks
Status	In Litigation

140. Joseph Christopher Kirkham v. Palm Desert Greens Association, Inc.

Court	Riverside
Case No.	CVRI2202569
Nature	Wage Statement
Status	In Litigation

141. Kaliyah Martin v. Blend Labs et al.

Court	San Francisco
Case No.	CGC-22-600420
Nature	Regular Rate Miscalculations
Status	Settled

142. Cesar Cando v. Academy Valet Parking Service, Inc.

Court	Los Angeles
Case No.	22STCV21833
Nature	Various
Status	Settled

143. Carlos Pinkney v. Patrol Masters Security Services, Inc.

Court	Orange
Case No.	30-2021-01213869-CU-OE-CXC
Nature	Labor Code 204
Status	In Litigation

144. Porsche Barrett v. Armadillo Holdings LLC dba Texas Roadhouse

Court	Stanislaus
Case No.	CV-22-003127
Nature	Meal/Rest Break
Status	In Litigation

145. Brad Klein v. Redzone Security Inc.

Court	Riverside
Case No.	CVRI2202841
Nature	Augustus
Status	In Litigation

146. Steve Martinez v. Radiant Services Corp.

Court	Los Angeles
Case No.	22STCV23115
Nature	Off-the-Clock
Status	In Litigation

147. Tiffany Britton v. Mountain Valley Child and Family Services, Inc.

Court	Nevada
Case No.	CU0000023
Nature	Various
Status	Settled

148. Chidinma Olisaemeka v. Lynwood Healthcare Center et al.

Court	Los Angeles
Case No.	22STCV13175
Nature	Rounding
Status	In Litigation

149. Britney Clarke v. St. Anne's Maternity Home et al.

Court	Los Angeles
Case No.	22STCV14674
Nature	Wage Order 5

Status	Settled
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EXHIBIT 5

EXHIBIT 6



Client # 97301

January 27, 2025

Via Online Filing to LWDA and Certified Mail to Defendants

Labor and Workforce Development Agency

Online Filing

NORTH SACRAMENTO HEALTHCARE, LLC. d.b.a. NORTH POINTE CARE CENTER

c/o CSC – Lawyers Incorporating Service

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Calabasas, CA 91302

Sent via Certified Mail and Return Receipt No. 9589 0710 5270 2308 6649 74

Re: Notice of Violations of California Labor Code Sections 201, 201.3, 202, 203, 204, 210, 218.5, 218.6, 221, 226, 226.2, 226.3, 226.7, 227.3, 246, 510, 512, 558, 1174(d), 1174.5, 1194, 1197, 1197.1, 1197.14, 1198, 1198.5, 1199, 2802, 2804, and Violation of Applicable Industrial Welfare Commission Wage Order(s), and Pursuant to California Labor Code Section 2699.5

Dear Sir/Madam:

This notice is being sent in compliance with California Labor Code Section 2699.3. Our offices represent Plaintiff MAHARI SMITH (“Plaintiff”) and other aggrieved employees. Plaintiff was employed by Defendant NORTH SACRAMENTO HEALTHCARE, LLC, d.b.a. NORTH POINTE CARE CENTER (“Defendant North Sacramento Healthcare”) and Defendant MEK NORWOOD PINES, L.L.C. d.b.a. NORWOOD PINES ALZHEIMERS CENTER (“Defendant MEK Norwood Pines”) (hereinafter, collectively, “Defendants”) in California from August 2024 through November 2024, as a non-exempt employee, paid on an hourly basis, and entitled to payment of all wages and the legally required meal and rest breaks.

Plaintiff alleges that within the past year, Plaintiff personally suffered violations of the following Labor Code Sections as a result of Defendants’ failure to pay Plaintiff for all time worked, provide Plaintiff with compliant meal periods, provide Plaintiff with compliant rest periods, provide Plaintiff with accurate itemized wage statements that facially comply with the requirements provided for in Labor Code Section 226, furnish wages to Plaintiff with the frequency as set forth under Labor Code Section 204, and reimburse Plaintiff for necessary business expenses pursuant to Labor Code Sections 201, 201.3, 202, 203, 204, 210, 218.5, 218.6, 221, 226, 226.2, 226.3, 226.7, 227.3, 246, 510, 512, 558, 1174(d), 1174.5, 1194, 1197, 1197.1, 1197.14, 1198, 1198.5, 1199, 2802, and 2804. These violations are actionable under California Labor Code Section 2699.3.

The information below provides notice to the Labor and Workforce Development Agency of the facts and theories supporting the alleged violations for the agency's reference. If the agency needs any further information, please do not hesitate to ask.

Plaintiff seeks to represent a group of aggrieved employees defined as any person currently or formerly employed by Defendant North Sacramento Healthcare and/or Defendant MEK Norwood Pines who performed work in California and against whom one or more of the alleged violations listed above were committed during the relevant claim period ("Aggrieved Employees"). Plaintiff believes this group to be comprised of all current and former non-exempt employees who performed work for Defendant North Sacramento Healthcare and/or Defendant MEK Norwood Pines in California during the period beginning one year prior to the date of this Notice and continuing through the present.

In violation of the applicable sections of the California Labor Code and the requirements of the Industrial Welfare Commission ("IWC") Wage Order, Defendants as a matter of company policy, practice, and procedure, intentionally, knowingly, and systematically failed to provide legally compliant meal and rest periods, failed to accurately compensate Plaintiff and other Aggrieved Employees for missed meal and rest periods, failed to pay Plaintiff and other Aggrieved Employees for all time worked, failed to compensate Plaintiff and other Aggrieved Employees for off-the-clock work, failed to pay Plaintiff and other Aggrieved Employees overtime at the correct regular rate of pay, failed to compensate Plaintiff and other Aggrieved Employees meal and rest premiums at the regular rate of pay, failed to pay Plaintiff and other Aggrieved Employees redeemed sick pay at the regular rate of pay, failed to reimburse Plaintiff and other Aggrieved Employees for business expenses, and failed to issue to Plaintiff and other Aggrieved Employees accurate itemized wage statements showing, among other things, all applicable hourly rates in effect during the pay periods and the corresponding amount of time worked at each hourly rate. Defendants' uniform policies and practices are intended to purposefully avoid the accurate and full payment for all time worked as required by California law which allows Defendants to illegally profit and gain an unfair advantage over competitors who comply with the law.

Meal Period Violations: Pursuant to the Industrial Welfare Commission Wage Orders, Defendants were required to pay Plaintiff and the Aggrieved Employees for all their time worked, meaning the time during which an employee is subject to the control of an employer, including all the time the employee is suffered or permitted to work. From time to time during the last year, Defendants required Plaintiff and other Aggrieved Employees to work without paying them for all the time they were under Defendants' control. Specifically, Defendants required Plaintiff to work while clocked out during what was supposed to be Plaintiff's off-duty meal break. Indeed, there were many days where Plaintiff did not even receive a partial lunch. As a result, Plaintiff and other Aggrieved Employees forfeited minimum wage and overtime compensation by regularly working without their time being accurately recorded and without compensation at the applicable minimum wage and overtime rates. Defendants' uniform policy and practice not to pay Plaintiff and other Aggrieved Employees for all time worked is evidenced by Defendants' business records.

During the last year, as a result of their rigorous work schedules and Defendants' inadequate staffing practices, Plaintiff and other Aggrieved Employees were from time to time unable to take thirty (30) minute off duty meal breaks and were not fully relieved of duty for their meal periods. Plaintiff and other Aggrieved Employees were required to perform work as ordered by Defendants for more than five (5) hours during some shifts without receiving a meal break. Further, Defendants

failed to provide Plaintiff and other Aggrieved Employees with a second off-duty meal period for some workdays in which these employees were required by Defendants to work ten (10) hours of work. The nature of the work performed by Plaintiff and other Aggrieved Employees does not qualify for the limited and narrowly construed “on-duty” meal period exception. When they were provided with meal periods, Plaintiff and other Aggrieved Employees were, from time to time, required to remain on duty and on call. Defendants’ failure to provide Plaintiff and other Aggrieved Employees with legally required meal breaks is evidenced by Defendants’ business records. As a result of their rigorous work schedules and Defendants’ inadequate staffing, Plaintiff and other Aggrieved Employees therefore forfeited meal breaks without additional compensation and in accordance with Defendants’ strict corporate policy and practice.

Rest Period Violations: From time to time during the past year, Plaintiff and other Aggrieved Employees were also required to work in excess of four (4) hours without being provided ten (10) minute rest periods as a result of their rigorous work requirements and Defendants’ inadequate staffing. Further, for the same reasons, these employees were from time to time denied their first rest periods of at least ten (10) minutes for some shifts worked of at least two (2) to four (4) hours, from time to time denied a first and second rest period of at least ten (10) minutes for some shifts worked of between six (6) and eight (8) hours, and from time to time denied a first, second and third rest period of at least ten (10) minutes for some shifts worked of ten (10) hours or more. When they were provided with rest breaks, Plaintiff and other Aggrieved Employees were, from time to time, required to remain on premises, on duty and/or on call, and not fully relieved of all duties. Plaintiff and other Aggrieved Employees were also not provided with one-hour wages in lieu thereof. As a result of their rigorous work schedules and Defendants’ inadequate staffing, Plaintiff and other Aggrieved Employees were from time to time denied their proper rest periods by Defendants and Defendants’ managers.

Unreimbursed Business Expenses: Defendants as a matter of corporate policy, practice, and procedure, intentionally, knowingly, and systematically failed to reimburse and indemnify the Plaintiff and other Aggrieved Employees for required business expenses incurred by the Plaintiff and other Aggrieved Employees in direct consequence of discharging their duties on behalf of Defendants. Under California Labor Code Section 2802, employers are required to indemnify employees for all expenses incurred in the course and scope of their employment. California Labor Code Section 2802 expressly states that “an employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer, even though unlawful, unless the employee, at the time of obeying the directions, believed them to be unlawful.”

Within the last year, in the course of their employment, Defendants required Plaintiff and other Aggrieved Employees to incur personal expenses as a result of and in furtherance of their job duties for the use of their personal cell phones and for the purchase of their work uniforms. Specifically, Plaintiff and other Aggrieved Employees were required to incur personal expenses for the use of their personal cell phones and for the purchase of their work uniforms in order to perform work related tasks. However, Defendants unlawfully failed to reimburse Plaintiff and other Aggrieved Employees for the personal expenses incurred for the purchase and maintenance of their work uniforms. As a result, in the course of their employment with Defendants, the Plaintiff and other Aggrieved Employees incurred unreimbursed business expenses that included, but were not limited to, costs related to the personal expenses incurred for the use of their personal cell

phones and for the purchase of their work uniforms, all on behalf of and for the benefit of Defendants.

Wage Statement Violations: California Labor Code Section 226 requires an employer to furnish its employees and accurate itemized wage statement in writing showing (1) gross wages earned, (2) total hours worked, (3) the number of piece-rate units earned and any applicable piece-rate, (4) all deductions, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of the employee's social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. From time to time during the last year, when Plaintiff and other Aggrieved Employees missed meal and rest breaks, or were paid inaccurately for missed meal and rest period premiums, or were not paid for all hours worked, Defendants also failed to provide Plaintiff and other Aggrieved Employees with complete and accurate wage statements which failed to show, among other things, all deductions, the total hours worked and all applicable hourly rates in effect during the pay period, and the corresponding amount of time worked at each hourly rate, correct rates of pay for penalty payments or missed meal and rest periods. Defendants also failed to provide Plaintiff and other Aggrieved Employees with complete and accurate wage statements that included all required elements listed above. Specifically, Defendants from time to time failed to provide Plaintiff and the Aggrieved Employees with wage statements that provided all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee, in violation of California Labor Code Section 226(a)(9). As a result, Defendants issued Plaintiff and other Aggrieved Employees with wage statements that violate California Labor Code Section 226. Further, Defendants' violations are knowing and intentional; they were not isolated due to an unintentional payroll error due to clerical or inadvertent mistake.

Off-the-Clock Work Resulting in Minimum Wage and Overtime Violations: During the last year, from time-to-time, Defendants failed and continue to fail to accurately pay Plaintiff and other Aggrieved Employees for all hours worked. During the last year, from time-to-time Defendants required Plaintiff and other Aggrieved Employees to perform pre-shift or post-shift work. This resulted in Plaintiff and other Aggrieved Employees having to work while off-the-clock. Defendants directly benefited from the undercompensated off-the-clock work performed by Plaintiff and other Aggrieved Employees. Defendants controlled the work schedules, duties, and protocols, applications, assignments, and employment conditions of Plaintiff and other Aggrieved Employees.

Defendants were able to track the amount of time Plaintiff and other Aggrieved Employees spent working; however, Defendants failed to document, track, or pay Plaintiff and other Aggrieved Employees all wages earned and owed for all the work they performed. Plaintiff and other Aggrieved Employees were non-exempt employees, subject to the requirements of the California Labor Code. Defendants' policies and practices deprived Plaintiff and other Aggrieved Employees of all minimum regular, overtime, and double time wages owed for the off-the-clock work activities. Because Plaintiff and other Aggrieved Employees typically worked over forty (40) hours in a workweek, and more than eight (8) hours per day, Defendants' policies and practices also deprived them of overtime pay.

Defendants knew or should have known that Plaintiff's and other Aggrieved Employees' off-the-

clock work was compensable under the law. As a result, Plaintiff and other Aggrieved Employees forfeited wages due to them for all hours worked at Defendants' direction, control, and benefit for the time spent working while off-the-clock, including but not limited to, undergoing pre-shift and post-shift work. Defendants' uniform policy and practice to not pay Plaintiff and other Aggrieved Employees wages for all hours worked in accordance with applicable law is evidenced by Defendants' business records.

Regular Rate Violation – Overtime, Double Time, Meal and Rest Period Premiums, and Redeemed Sick Pay: From time to time during the last year, Defendants failed and continue to fail to accurately calculate and pay Plaintiff and other Aggrieved Employees for their overtime and double time hours worked, meal and rest period premiums, and redeemed sick pay. As a result, Plaintiff and other Aggrieved Employees forfeited wages due to them for working overtime without compensation at the correct overtime and double time rates, meal and rest period premiums, and redeemed sick pay rates. Defendants' uniform policy and practice not to pay Plaintiff and other Aggrieved Employees at the correct rate for all overtime and double time worked, meal and rest period premiums, and sick pay in accordance with applicable law is evidenced by Defendants' business records.

State law provides that employees must be paid overtime at one-and-one-half times their "regular rate of pay." Plaintiff and other Aggrieved Employees were compensated at an hourly rate plus incentive pay that was tied to specific elements of an employee's performance. The second component of Plaintiff's and other Aggrieved Employees' compensation was Defendants' non-discretionary incentive program that paid Plaintiff and other Aggrieved Employees incentive wages based on their performance for Defendants. The non-discretionary bonus program provided all employees paid on an hourly basis with bonus compensation when the employees met the various performance goals set by Defendants. However, from time to time, when calculating the regular rate of pay in those pay periods where Plaintiff and other Aggrieved Employees worked overtime, double time, paid meal and rest period premium payments, and/or redeemed sick pay, and earned non-discretionary bonuses, Defendants failed to accurately include the non-discretionary bonus compensation as part of the employee's "regular rate of pay" and/or calculated all hours worked rather than just all non-overtime hours worked. Management and supervisors described the incentive/bonus program to potential and new employees as part of the compensation package. As a matter of law, the incentive compensation received by Plaintiff and other Aggrieved Employees must be included in the "regular rate of pay." The failure to do so has resulted in a systematic underpayment of overtime and double time compensation, meal and rest period premium payments, and redeemed sick pay to Plaintiff and other Aggrieved Employees by Defendants.

Specifically, California Labor Code Section 246 mandates that paid sick time for non-exempt employees shall be calculated in the same manner as the regular rate of pay for the workweek in which the non-exempt employee uses paid sick time, whether or not the employee actually works overtime in that workweek. Defendants' conduct, as articulated herein, by failing to include the incentive compensation as part of the "regular rate of pay" for purposes of sick pay compensation was in violation of California Labor Code Section 246 the underpayment of which is recoverable under California Labor Code Sections 201, 202, 203, and/or 204.

In violation of the applicable sections of the California Labor Code and the requirements of the Industrial Welfare Commission ("IWC") Wage Order, Defendants as a matter of company policy,

practice, and procedure, intentionally and knowingly failed to compensate Plaintiff and other Aggrieved Employees at the correct rate of pay for all overtime and double time worked, meal and rest period premiums, and redeemed sick pay as required by California law which allowed Defendants to illegally profit and gain an unfair advantage over competitors who complied with the law.

Unlawful Deductions: During the last year, Defendants, from time-to-time, unlawfully deducted wages from Plaintiff and Aggrieved Employees' pay without explanations and without authorization to do so or notice to Plaintiff and the Aggrieved Employees. As a result, Defendants violated Labor Code Section 221.

Timekeeping Manipulation: During the last year, Defendants, from time-to-time, did not have an immutable timekeeping system to accurately record and pay Plaintiff and other Aggrieved Employees for the actual time Plaintiff and other Aggrieved Employees worked each day, including regular time, overtime hours, sick pay, meal and rest breaks. As a result, Defendants were able to and did in fact, unlawfully, and unilaterally alter the time recorded in Defendants' timekeeping system for Plaintiff and other Aggrieved Employees in order to avoid paying these employees for all hours worked, applicable overtime compensation, applicable sick pay, missed meal breaks and missed rest breaks. As a result, Plaintiff and other Aggrieved Employees, from time-to-time, forfeited time worked by working without their time being accurately recorded and without compensation at the applicable pay rates.

The mutability of the timekeeping system also allowed Defendants to alter employee time records by recording fictitious thirty (30) minute meal breaks in Defendants' timekeeping system so as to create the appearance that Plaintiff and other Aggrieved Employees clocked out for thirty (30) minute meal breaks when in fact the employees were not at all times provided an off-duty meal break. This practice is a direct result of Defendants' uniform policy and practice of denying employees uninterrupted thirty (30) minute off-duty meal breaks each day or otherwise compensating them for missed meal breaks. As a result, Plaintiff and other Aggrieved Employees forfeited wages due to them for all hours worked at Defendants' direction, control and benefit for the time the timekeeping system was inoperable. Defendants' uniform policy and practice to not pay Plaintiff and the Aggrieved Employees wages for all hours worked in accordance with applicable law is evidenced by Defendants' business records.

Unlawful Rounding Practices: During the last year, Defendants did not have in place an immutable timekeeping system to accurately record and pay Plaintiff and other Aggrieved Employees for the actual time these employees worked each day, including overtime hours. Specifically, Defendants had in place an unlawful rounding policy and practice that resulted in Plaintiff and the Aggrieved Employees being undercompensated for all of their time worked. As a result, Defendants were able to and did in fact unlawfully and unilaterally round the time recorded in Defendants' timekeeping system for Plaintiff and the Aggrieved Employees in order to avoid paying these employees for all their time worked, including the applicable overtime compensation for overtime worked. As a result, Plaintiff and other Aggrieved Employees, from time to time, forfeited compensation for their time worked by working without their time being accurately recorded and without compensation at the applicable overtime rates.

Further, the mutability of Defendants' timekeeping system and unlawful rounding policy and practice resulted in Plaintiff's and the Aggrieved Employees' time being inaccurately recorded.

As a result, from time to time, Defendants' unlawful rounding policy and practice caused Plaintiff and other Aggrieved Employees to perform work as ordered by Defendants for more than five (5) hours during a shift without receiving an off-duty meal break.

Untimely Payment of Wages: Pursuant to California Labor Code Section 204, Plaintiff and the Aggrieved Employees were entitled to timely payment of wages during their employment. Plaintiff and the Aggrieved Employees, from time to time, did not receive payment of all wages, including, but not limited to, overtime wages, minimum wages, meal period premium wages, and rest period premium wages within the permissible time period. Pursuant to California Labor Code Section 201, "If an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately." Pursuant to California Labor Code Section 202, if an employee quits his or her employment, "his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 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." Plaintiff and the Aggrieved Employees were, from time to time, not timely provided the wages earned and unpaid at the time of their discharge and/or at the time of quitting, in violation of California Labor Code Sections 201 and 202. To date, Defendants have not fully paid PLAINTIFF the minimum, overtime and double time compensation still owed to them or any penalty wages owed to them under California Labor Code Section 203.

Sick Pay Violations: California Labor Code Section 246 (a)(1) mandates that "An employee who, on or after July 1, 2015, works in California for the same employer for 30 or more days within a year from the commencement of employment is entitled to paid sick days as specified in this section." Further, California Labor Code Sections 246(b)-(d) provide for the sick day accrual requirements. From time to time, including within the last year, Defendants failed to have a policy or practice in place that provided Plaintiff and other Aggrieved Employees with sick days and/or paid sick leave. As of January 1, 2024, Defendants failed to adhere to the law in that they failed to provide and allow employees to use at least 40 hours or five days of paid sick leave per year. California Labor Code Section 246(i) requires an employer to furnish its employees with written wage statements setting forth the amount of paid sick leave available. From time to time, including within the last year, Defendants violated California Labor Code Section 246 by failing to furnish Plaintiff and other Aggrieved Employees with wage statements setting forth the amount of paid sick leave available.

To the extent that entities and/or individuals are named and charged with violations of the Labor Code—making them liable on an individual basis as permitted by numerous Labor Code Sections including, but not limited to 558, 558.1, and 1197.1—Plaintiff reserves any and all rights to add, substitute, or change the name of employer entities and/or individuals responsible for the violations at issue.

Any further amendments and changes to this notice shall relate back to the date of this notice. Consequently, Defendants are on notice that Plaintiff continues their investigation, with the full intent to amend and/or change this notice, to add any undiscovered violations of any of the provisions of the California Labor Code—to the extent that are applicable to this case—and to change and/or add the identities of any entities and/or individuals responsible for the violations contained herein.

This notice is provided in compliance with California Labor Code Section 2699.3, *et seq.*

If you have any questions or concerns, please do not hesitate to contact me at the above number and address.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Shani O. Zakay', with a stylized flourish at the end.

Shani O. Zakay
Attorney for Plaintiff