

JCL LAW FIRM, APC

Jean-Claude Lapuyade (State Bar #248676)
Sydney Castillo-Johnson (State Bar #343881)
Monnett De La Torre (State Bar #272884)
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Telephone: (619) 599-8292
Facsimile: (619) 599-8291
jlapuyade@jcl-lawfirm.com
scastillo@jcl-lawfirm.com
mdelatorre@jcl-lawfirm.com

ZAKAY LAW GROUP, APLC

Shani O. Zakay (State Bar #277924)
Jackland K. Hom (State Bar #327243)
Julieann Alvarado (State Bar #334727)
5440 Morehouse Drive, Suite 5400
San Diego, CA 92121
Telephone: (619) 255-9047
Facsimile: (858) 404-9203
shani@zakaylaw.com
jackland@zakaylaw.com
julieann@zakaylaw.com

Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF LOS ANGELES

INEZ PARQUETTE, an individual, on behalf
of herself, and on behalf of all other aggrieved
employees,

PLAINTIFFS,

vs.

INLAND VALLEY PARTNERS, LLC; and
Does 1 through 50, Inclusive,

DEFENDANTS.

Case No: 22STCV04406

Action Filed: February 4, 2022

**DECLARATION OF SHANI O. ZAKAY,
ESQ. IN SUPPORT OF PLAINTIFF'S
MOTION TO APPROVE PAGA
SETTLEMENT AND JUDGMENT**

Date: November 30, 2022

Time: 8:30 a.m.

Reservation ID: 386297176530

Dept.: 24

Judge: Kristin S. Escalante

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

2 1. I am the managing partner of the law firm of Zakay Law Group, APC, co-lead
3 counsel of record for Plaintiff Inez Parquette (“Plaintiff”) in this matter. As such, I am fully familiar
4 with the facts, pleadings and history of the matter. The following facts are within my own personal
5 knowledge, and if called as a witness, I could testify competently to the matters stated herein.

6 2. This declaration is being submitted in support of the motion by Plaintiff for an order:
7 approving the settlement in this Private Attorneys General Act (“PAGA”) action with Defendant
8 Inland Valley Partners, LLC (“Defendant”).

9 3. A true and correct copy of the fully executed Joint Stipulation of Settlement of
10 PAGA Action and Release of PAGA Claims (“Settlement Agreement”) is attached as Exhibit #1.
11 A proposed order approving the PAGA Settlement is submitted herewith.

12 4. On February 4, 2022, Plaintiff filed a complaint against Defendant in the Superior
13 Court of Los Angeles, Case No. 22STCV04406, alleging a single cause of action for violations of
14 PAGA based on the above Labor Code and Wage Order violations.

15 5. Plaintiff and Defendant agreed to mediate the action with Steven J. Serratore, Esq.,
16 an experienced wage and hour PAGA action mediator. Prior to the mediation, the Parties engaged
17 in significant informal discovery in order to investigate Plaintiff’s claims and to evaluate
18 Defendant’s potential liability exposure. As a result, Plaintiff obtained thousands of pages of
19 documents, including but not limited to, Defendant’s written wage and hour policies and time and
20 payroll data for the Aggrieved Employees. Based on this extensive discovery, Plaintiff was able to
21 perform damages calculations and assess her claims relevant to Defendant’s defenses.

22 6. Thereafter, on July 26, 2022, the Parties engaged in a full-day mediation with Mr.
23 Serratore. At the conclusion of the full-day mediation, the Parties were reached a settlement which
24 is memorialized by the Settlement Agreement. The settlement was negotiated in light of all known
25 facts and circumstances and the uncertainty associated with litigation – including the risk of Plaintiff
26 not being able to maintain representative claims and establishing manageability, the difficulty of
27 proving Plaintiff’s claims in a manageable trial, the merits of Defendant’s potential defenses, and
28

1 the significant delay and potential appellate issues inherent to litigation – and was reached after
2 extensive arm’s length negotiations, with the assistance of Mr. Serratore.

3 7. The PAGA Settlement is subject to Court approval consistent with Labor Code §
4 2699(1)(2). (Settlement Agreement at III(C).) The Settlement Agreement negotiated by the Parties
5 provides for a “Gross Settlement Amount” payment in the amount of \$270,000 to resolve the PAGA
6 claims (hereinafter referred to as the “PAGA Settlement”). From this PAGA Settlement of
7 \$270,000, there is a deduction of a Plaintiff’s Counsel Award for attorneys’ fees in the amount of
8 \$90,000 (which is one-third of the PAGA Settlement), plus costs and expenses not to exceed
9 \$15,000, and payment of Settlement Administration Costs estimated in the amount of \$8,000.
10 (Settlement Agreement at III(I)(8)-(9).) After these deductions, the amount remaining – \$157,000
11 – is the “Net Settlement Amount.” (Settlement Agreement at I(K).)

12 8. Of the Net Settlement Amount, seventy-five percent (75%) will be paid to the
13 LWDA, and the remaining twenty-five percent (25%) will be paid to the Aggrieved Employees.
14 (Settlement Agreement at I(K).)² This 75/25 allocation is required by Labor Code § 2699 as
15 explained by *ZB, N.A. v. Superior Court*, 8 Cal.5th 175 (2019).

16 9. The individual PAGA payment for each Aggrieved Employee shall be based on the
17 number of pay periods each Aggrieved Employee worked during the PAGA Period as a percentage
18 of the total pay periods worked by all Aggrieved Employees during the PAGA Period. (Settlement
19 Agreement at III(I)(1).) The PAGA Period is the time period between November 24, 2020 to July
20 26, 2022. (Settlement Agreement at I(O).)

21 10. Defendant provided that there were 491 Aggrieved Employees who collectively
22 worked 12,500 pay periods during the PAGA Period. (Settlement Agreement at III(A)(2).)

23 11. Upon entry of Judgment and funding in full of the PAGA Settlement by Defendant,
24 the Released Parties shall be entitled to a release from the State of California and Plaintiff as to the
25 following claims: “Released PAGA Claims” means all PAGA claims alleged in the operative
26
27

28 ² “Aggrieved Employees” means individuals employed by Defendant as non-exempt employees in California during the PAGA Period. (Settlement₃Agreement at I(B).)

1 complaint and Plaintiff's November 24, 2021 Notice to the LWDA which occurred during the
2 PAGA Period. (Settlement Agreement at I(V).)

3 12. The Gross Settlement Amount shall be due by Defendant to the Settlement
4 Administrator via wire transfer or check on or before the Funding Date. (Settlement Agreement at
5 III(A)(3).) Defendant will provide the Employee Data to the Settlement Administrator (ILYM
6 Group) no later than five (5) calendar days after the Effective Date. (Settlement Agreement at
7 III(H).) The Settlement Administrator will mail the individual Aggrieved Employee Payments by
8 regular First-Class U.S. Mail to the Aggrieved Employees' last known mailing address no later than
9 five (5) calendar days after the Funding Date. (Settlement Agreement at III(I)(4).) Any individual
10 Aggrieved Employee Payments returned to the Settlement Administrator as non-delivered on or
11 before the check cashing expiration deadline shall be re-mailed to any forwarding address provided.
12 (Settlement Agreement at III(I)(5).) If no forwarding address is provided, the Settlement
13 Administrator shall promptly attempt to determine a correct address by lawful use of skip-tracing,
14 or other similar search, and shall then perform a re-mailing. (*Id.*) Checks will remain valid and
15 negotiable for one hundred eighty (180) days. (Settlement Agreement at III(I)(6).) Aggrieved
16 Employees who received a re-mailed individual Aggrieved Employee payment shall have their
17 check expiration deadline extended fifteen (15) days from the original check expiration deadline.
18 (Settlement Agreement at III(I)(5).) If an Aggrieved Employee does not cash his or her settlement
19 check within ninety (90) days, the Settlement Administrator will send a letter to such persons,
20 advising that the check will expire after the 180th day, and invite that Aggrieved Employee to request
21 reissuance in the event the check was destroyed, lost, or misplaced. (Settlement Agreement at
22 III(I)(6).) In the event Aggrieved Employee payment checks have not been cashed within one
23 hundred and eighty (180) days or the extended deadline defined above, the Settlement
24 Administrator shall transmit all funds represented by such uncashed checks, plus any interest
25 accrued thereon, to the Controller of the State of California to be held pursuant to the Unclaimed
26 Property Law, California Civil Code § 1500 *et seq.*, in the names and corresponding amounts
27 associated with each Aggrieved Employee whose check(s) are cancelled. (Settlement Agreement
28

1 at III(I)(6).) The individual PAGA payments are 100% penalties and shall be reported using IRS
2 tax form 1099. (Settlement Agreement III(I)(2).)

3 13. Pursuant to California Labor Code Section 2699(1), Plaintiff is providing a copy of
4 the Settlement Agreement and this motion to the LWDA concurrently with the filing of the instant
5 motion for settlement approval as set forth in the accompanying proof of service in compliance with
6 Labor Code section 2699(1). In addition, Plaintiff will submit to the LWDA a copy of the Court's
7 judgment and order approving the Settlement Agreement within ten (10) days after entry of
8 judgment or order.

9 14. The claim before this Court is a representative claim under the PAGA on behalf of
10 the State of California for civil penalties pursuant to the PAGA. The Parties have agreed to settle
11 the PAGA claims in their entirety after significant informal discovery, and an arm's length
12 mediation. The settlement is intended to fully and finally resolve the Released Claims asserted by
13 Plaintiff on behalf of the State of California. This is only a settlement of the PAGA claims for civil
14 penalties and is not a class settlement and does not release the individual claims, if any, of the
15 Aggrieved Employees. This settlement does not release any claim that is not a PAGA claim.³
16 Attorneys' fees equal to one-third of the PAGA Settlement amount (\$90,000) and litigation
17 expenses in an amount not to exceed \$15,000 will also be paid to Plaintiff's Counsel as part of the
18 settlement in accordance with California Labor Code § 2699(g)(1) as set forth in the Settlement
19 Agreement.⁴ Lastly, payment to the Settlement Administrator estimated in the amount of \$8,000
20 to perform the administrative duties to distribute the settlement money shall also be paid.

21 15. Plaintiff and Plaintiff's Counsel believe that the PAGA Settlement amount is fair
22 and reasonable and therefore "shall" be reviewed and approved. Here, the PAGA Settlement
23 amount of \$270,000 is significantly larger than amounts previously approved by Courts throughout
24 California.

25
26 ³ As explained by the Supreme Court in *ZB, N.A.*, 8 Cal. 5th at 196: "Nonparty employees are
27 bound by the judgment in an action under the PAGA, but only with respect to recovery of civil
penalties."

28 ⁴ As set forth in the accompanying Zakay Dec., Plaintiff's Counsel incurred costs in the current
amount of \$18,416.51, which is greater than the cost allocation in the Settlement Agreement. See
Zakay Dec. at ¶ 29.

16. California Labor Code Section 2699(e)(1) permits a Court to award a lesser amount than the maximum civil penalty if, based on the facts and circumstances, to do otherwise would result in an award that is “unjust, arbitrary and oppressive or confiscatory.” Before and during the mediation, Defendant argued, among other things, that it was unlikely that any judge would award more than the actual amounts owed on the claims, let alone the full \$100 or \$200 per violation. In *Carrington v. Starbucks Corp.*, 30 Cal. App. 5th 504 (2018), the Court of Appeal affirmed a judgment after trial which only provided for a PAGA penalty of \$5 per pay period. Therefore, at trial, any PAGA penalties awarded in this case could be significantly less than Plaintiff’s calculation, even had Plaintiff prevailed on the PAGA claim. Here, multiplying the number of pay periods (12,500) by \$5 results in a total potential liability of \$62,500. Therefore, even assuming Plaintiff prevailed on each claim at trial, the result obtained by Plaintiff in the PAGA Settlement exceeds the amount Plaintiff would have recovered had the Court relied on *Carrington* in awarding the PAGA penalties.

17. Plaintiff’s claims and corresponding PAGA penalties can be broken down as follows:

Labor Code Section	Number of employees	Statutory penalty	Number of pay periods / violations	Violation rate	Total Penalties
226 (wage statement violations)	491	\$100	12,500	100% of total pay periods	\$1,250,000
510, 558, 1194 and 1197 (unpaid wages)	491	\$100	2,262	18.1% of total pay periods	\$226,200
512 and 226.7 (meal period violations)	491	\$50	6,887	55.1% of total pay periods	\$344,350
512 and 226.7 (rest period violations)	491	\$50	6,887	55.1% of total pay periods	\$344,350
2802 (unreimbursed business expenses)	491	\$100	6,250	50% of total pay periods	\$625,000

Thus, at the time of mediation, Plaintiff’s Counsel estimated Defendant’s maximum liability exposure at \$2,790,000. Consequently, the PAGA Settlement amount of \$270,000 is 9.7% of Defendant’s estimated maximum liability exposure – before any reduction.

1 18. In order to recover any PAGA penalties, Plaintiff would be required at trial to prove
2 each of the underlying Labor Code violations. See *Cardenas v. McLane Foodservice, Inc.*, 2011
3 U.S. Dist. LEXIS 13126, *10 (C.D. Cal. 2011) (“Given the statutory language [of PAGA], a
4 plaintiff cannot recover on behalf of individuals whom the plaintiff has not proven suffered a
5 violation of the Labor Code by the defendant.”). Here, Plaintiff would need to prove that each
6 Aggrieved Employee suffered a violation for each period the employee worked in relation to meal
7 or rest period violations, failure to pay minimum or overtime wages, failure to provide accurate
8 itemized wage statements, and for the other violations alleged.

9 19. Defendant maintains that Plaintiff and the Aggrieved Employees were properly
10 compensated, and that it did not violate the Labor Code. Most importantly and relevant to this case,
11 Defendant argued that the Supreme Court decision in *Brinker v. Super. Ct.*, 53 Cal.4th 1004 (2012),
12 weakened, if not eliminated, Plaintiff’s claims, on liability, value, and discretion with respect to the
13 PAGA penalties, as to the meal and rest period claims. Before and during the mediation, Defendant
14 aggressively argued that Defendant’s policies and culture afforded the Aggrieved Employees an
15 opportunity to take timely meal and rest breaks, and that employees like Plaintiff *chose* not to take
16 compliant breaks. Specifically, Defendant argued its written policies were compliant with the
17 California Labor Code and provided for compliant meal and rest breaks. Defendant argued,
18 therefore, that under the *Brinker* decision it has no liability for the missed breaks whatsoever.
19 Defendant argued that it adopted and strictly enforced lawful policies and afforded Plaintiff and the
20 Aggrieved Employees adequate time to take compliant meal periods and rest breaks. Because
21 Plaintiff’s claims were largely based on the missed meal and rest breaks, and because Defendant’s
22 policies were indeed compliant, this presented a very real concern for Plaintiff. If successful, this
23 defense could eliminate or substantially reduce any recovery under PAGA. While Plaintiff believes
24 that this defense, and others, could be overcome, Defendant maintains these defenses have merit,
25 which therefore presents a serious risk to recovery of penalties.

26 20. Accordingly, Defendant disputes and denies Plaintiff’s allegations and claims
27 asserted in the operative complaint which are resolved by the Settlement Agreement. Defendant
28 asserted additional defenses to the PAGA claim, not only as to liability but also as to the amount of

1 the penalties. Defendant could argue that no penalties prior to the PAGA notification should be
2 awarded because the violations were not intentional, and at least one court has so ruled. These
3 defenses present a risk to the PAGA claim and the potential that some or all of the PAGA penalties
4 sought may not be awarded.

5 21. Given Defendant's potential defenses to the violations at issue and the risks and costs
6 of continued litigation, Plaintiff and her attorneys believe that the PAGA Settlement is fair and
7 reasonable. Plaintiff's Counsel have significant experience litigating wage and hour claims
8 including claims for PAGA penalties, and the PAGA Settlement here is similar to or greater than
9 similar settlements that courts have approved. The PAGA Settlement, along with the other terms
10 of the proposed settlement, were negotiated by experienced counsel at arm's length with the
11 assistance of an experienced and reputable mediator, Mr. Serratore.

12 22. As set forth in the accompanying proof of service, the LWDA has been provided
13 notice of this motion and the PAGA Settlement. The decision of the LWDA to accept the PAGA
14 Settlement and not oppose the motion should be given considerable weight. This is not a situation
15 where the Court needs to be concerned about the rights of absent employees as in a class settlement,
16 as this PAGA-only settlement does not release the individual claims of absent employees, and the
17 LWDA is a sophisticated government entity that is more than able to look out for its own rights.

18 23. Based on Plaintiff's Counsel's investigation, analysis and discounts for risk factors,
19 Plaintiff adequately represented the interests of both the State and the public in resolving this action
20 and reaching the proposed PAGA Settlement.

21 24. Notably, in the recent decision in *Viking River Cruises, Inc. v. Moriana*, (2022) 142
22 S.Ct. 1906, the United States Supreme Court held that the Federal Arbitration Act requires
23 enforcement of a bilateral arbitration agreement providing that an employee cannot raise
24 representative claims, including under PAGA. Given the Supreme Court's decision, this action
25 could be dismissed altogether. In fact, the Supreme Court's decision in *Viking River Cruises* created
26 a tremendous amount of uncertainty at the time the Parties negotiated a settlement. The proposed
27 PAGA Settlement allows Plaintiff to resolve the claims on her behalf, on behalf of the Aggrieved
28

1 Employees, and on behalf of the State of California before *Viking River Cruises* rids them of the
2 opportunity to receive a settlement at all.

3 25. Finally, Plaintiff's diligent and efficient litigation of this action resulted in the
4 creation of an ascertainable common fund of \$270,000 that will substantially benefit the State of
5 California and the Aggrieved Employees.

6 26. The payment of attorneys' fees and costs to Plaintiff's Counsel under the Agreement
7 is supported by several factors. First, the requested fees are justified by the result achieved.
8 Plaintiff's Counsel negotiated a recovery of \$270,000, and this result justifies the requested fees
9 equal to one third of this recovery. This percentage is within the standard contingent recovery
10 percentage of one-third, and this percentage is what was expressly approved by the Supreme Court
11 in *Laffitte v. Robert Half Int'l Inc.*, 1 Cal.5th 480, 504 (2016). At the time this case was brought,
12 the result was far from certain. Defendant's defenses to the merits of the case created difficulties
13 with proof and complex legal issues for Counsel to overcome. Here, a number of defenses asserted
14 by Defendant present serious threats to the claims of the Plaintiff and the Aggrieved Employees.
15 Defendant asserted that their employment practices complied with all applicable Labor laws. If
16 successful, Defendant's defenses would eliminate *any recovery* to the Aggrieved Employees.
17 While Plaintiff believes that these defenses could be overcome, Defendant maintains these defenses
18 have merit, which therefore presents a serious risk to recovery. The PAGA Settlement was possible
19 because Counsel was able to persuade Defendant that there was an appreciable risk that Plaintiff
20 would prevail on the factual and legal issues underlying liability and overcome difficulties in proof
21 as to monetary relief.

22 27. Second, the fee award is justified by the work performed. As detailed in the this
23 Declaration at ¶ 28, and the Declaration of Jean-Claude Lapuyade at ¶ X, the fee award represents
24 Plaintiff's Counsels' current combined lodestar of \$72,908.00 with a multiplier of 1.23, and with
25 additional work to be performed such that the multiplier will ultimately be even lower. Generally,
26 the Ninth Circuit and California Courts award multipliers between 2 to 4 times the lodestar to reward
27 counsel for accepting the contingent risks of the litigation or obtaining good results. *See, e.g.*,
28 *Laffitte*, 1 Cal. 5th at 506 (approving one-third fee award with multiplier between 2.03 and 2.13);

1 *Pellegrino v. Robert Half Int'l, Inc.*, 182 Cal.App.4th 278 (2010) (noting reasonable multipliers of
2 2.0 to 4.0 are often applied and affirming 1.75 multiplier); *Wershba v. Apple Computer, Inc.*, 91
3 Cal.App.4th 224, 254 (2001) (noting that multipliers can range from 2 to 4 or higher); *Vandervort*
4 *v. Balboa Capital Corp.*, 8 F.Supp. 3d 1200, 1210 (C.D. Cal. 2014) (awarding one-third of fund,
5 which was a 2.52 multiplier of lodestar); *Boyd v. Bank of America*, 2014 WL 6473804, at *11 (C.D.
6 Cal. 2014) (awarding one-third of fund, which was a 2.58 multiplier of lodestar); *Hopkins v. Stryker*
7 *Sales Corp.*, No. 11-CV-02786-LHK, 2013 WL 496358, at *6 (N.D. Cal. Feb. 6, 2013) (approving
8 fee award that represented a multiplier of 2.76 as falling within the “majority” range for risk
9 multipliers).

10 28. Between November 24, 2021 and November 2, 2022 my firm spent 71.6 hours on
11 the case, incurring a total of \$33,143.00 in fees and \$9,918.52 in costs. My firm’s billing records
12 and cost summary are attached hereto as Exhibit #2. Accordingly, based on Plaintiff’s Counsel’s
13 lodestar (including Mr. Lapuyade’s lodestar), Plaintiff’s Counsel’s requested fee award reflects a
14 request for a reasonable hourly rate of \$625.43. Specifically, dividing \$90,000 by the number of
15 hours spent by Plaintiff’s Counsel on the case (143.9), results in an average hourly rate of \$625.43,
16 which is reasonable and should be awarded.

17 29. As to litigation expenses, Plaintiff’s Counsel will be recovering litigation expenses
18 in the total amount of the \$15,000 allocation for costs in the Settlement Agreement, which is less
19 than the \$18,416.51 actually incurred.

20 Experience and Qualifications

21 30. I have represented thousands of employees in a variety of legal matters, including
22 PAGA lawsuits, class actions and complex litigation cases. Zakay Law Group APC’s practice is
23 devoted almost entirely to the prosecution of wage and hour class action and PAGA action matters.
24 I have successfully prosecuted and obtained significant recoveries in numerous class action lawsuits
25 and other lawsuits involving complex issues of law and fact. A true and correct copy of the resume
26 of Zakay Law Group, APC is attached hereto as Exhibit #3.

27 31. My credentials are reflected in the Zakay Law Group, APC firm resume, a true and
28 correct copy of which is attached hereto as Exhibit #3. Some of the major cases my firm has

undertaken are also set forth in Exhibit #3. I have had extensive representative and class litigation experience, much of it in the area of representative PAGA actions, employment class actions, unfair business practices and other complex litigation. I have litigated similar wage and hour class action cases against other employers on behalf of employees. It is this level of experience which enabled the firm to undertake the instant matter and to successfully combat the resources of the defendant and its capable and experienced counsel. On account of the concerted and dedicated effort this case required in order to properly handle and prosecute, I was precluded from taking other cases, and in fact, had to turn away other potential fee generating cases.

32. My hourly rate for this case is \$550 per hour. My rate is in line with the prevailing rates of attorneys in the local legal community for similar work and, if this were a commercial matter, these are the charges that would be made and presented to the client. The rates charged by my firm are in line with the prevailing rates of attorneys in the local legal community for similar work and, if this were a commercial matter, these are the charges that would be made and presented to the client. These hourly rates have been approved by Court's throughout California, including the Courts in the Superior Court of California. Finally, the reasonableness of my hourly rates is further confirmed by comparing this rate with the rates of comparable counsel practicing complex and class litigation as detailed in the National Law Journal Billing Survey. See e.g. *Zest IP Holdings, LLC v. Implant Direct MFG., LLC*, 2014 U.S. Dist. LEXIS 167563 (S.D. Cal. 2014) (finding that "Mayer Brown's \$775 average billing rate for partners" and "Mayer Brown's \$543 average associate billing rate" are reasonable rates when compared within 21 other firms practicing in the Southern District of California.) This survey is useful to show that Class Counsel's rates are in line with the comparable rates of the defense counsel that opposes these types of class claims, such as Mayer Brown. In another example, Sheppard Mullin Richter & Hampton, who is opposing counsel in many cases prosecuted by Class Counsel charges rates as high as \$875 for partners and \$535 for associates. Similarly, Paul Hastings, another opposing counsel in these types of cases, charges between \$900 and \$750 for partners and \$755 and \$335 for associates. Thus, the rates charged by Plaintiff's Counsel for comparable work are less than these examples, and are therefore undoubtedly reasonable.

1 Additional Issues

2 33. **National Change of Address** – The Settlement Administrator is required to perform
3 a National Change of Address search on any check returned by the U.S. Postal Service as non-
4 deliverable, and re-mail the check to the Aggrieved Employee’s new address under the Settlement
5 Agreement.

6 34. **Information Received** – In this case, Plaintiff received all of the information needed
7 to evaluate the claims being settled. The following is a summary of the relevant documents
8 received, reviewed and analyzed by Plaintiff in order to evaluate the claims:

- 9 a. Significant sample data showing the employees, their employment dates, their
10 time sheets, hourly rates, and their wages.
- 11 b. Significant sample data concerning recorded meal periods.
- 12 c. Defendant’s Employee Handbook for the relevant time period, which outlined
13 the wage and hour policies of Defendant.
- 14 d. Employee files of Plaintiff.
- 15 e. Samples of wage statements provided by Defendant to employees.
- 16 f. Significant sample payroll data.
- 17 g. Hiring and termination forms used by Defendant for employees.

18 35. **PAGA Penalties Valuation.** PAGA penalty calculations are highly variable.
19 Plaintiff’s Counsel is unaware of any PAGA judgment in which substantial PAGA penalties were
20 awarded at the full statutory rate, rather, the PAGA judgments have typically decreased the amount
21 of the per violation penalty to a fraction of the statutory amount. Here, some of the PAGA penalty
22 amounts were likely not awardable at the maximum rate given the defenses presented by Defendant.
23 In addition to the defenses presented by Defendant, as detailed above, there is another basis for
24 concluding that the settlement in this case is reasonable even with PAGA penalties in this amount.
25 Specifically, PAGA penalty claims are routinely settled at a small fraction of the potential penalties.
26 For example, Judge Nelson in *Price v. Uber Technologies*, (Los Angeles Superior Court case no.
27 BC554512), recently approved a PAGA settlement of \$7.75 million for 1.5 million drivers where
28 the maximum PAGA liability was \$151 billion. Thus, the PAGA penalties were settled for 0.005%

of the PAGA liability. Notably, this was the largest PAGA settlement in the 15-year history of PAGA. So while PAGA penalty figures may be inflated to significant numbers, realistic settlements of PAGA claims result in a settlement amount of less than 1% of the PAGA liability. Here, the settlement represents more than 9.7% of the maximum PAGA liability.

36. **Scope of the Release.** The release is limited to PAGA penalties actually asserted in the operative complaint and in the notice to the LWDA.

37. **Compliance with Labor Code §§2689.** On November 2, 2022, the LWDA has been provided notice of this motion and the PAGA settlement. (See Exhibit #4).

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 2nd day of November 2022, at San Diego, California.

By: 
Shani O. Zakay

EXHIBIT 1

ZAKAY LAW GROUP, APLC

Shani O. Zakay (State Bar #277924)
Jackland K. Hom (State Bar #327243)
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Telephone: (619)255-9047
Facsimile: (858) 404-9203
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San Diego, CA 92121
Telephone: (619) 599-8292
Facsimile: (619) 599-8291
jlapuyade@jcl-lawfirm.com
egarcia@jcl-lawfirm.com

Attorneys for Plaintiff INEZ PARQUETTE

SUPERIOR COURT OF CALIFORNIA

COUNTY OF LOS ANGELES

INEZ PARQUETTE, an individual, on behalf
of herself, and on behalf of all other aggrieved
employees,

PLAINTIFFS,

vs.

INLAND VALLEY PARTNERS, LLC; and
Does 1 through 50, Inclusive,

DEFENDANTS.

Case No. 22STCV04406

[Action Filed February 4, 2022]

**JOINT STIPULATION OF
SETTLEMENT OF PAGA ACTION AND
RELEASE OF PAGA CLAIMS**

Dept.: 24
Judge: Hon. Kristin S. Escalante

1 This Stipulation of Settlement of PAGA Action and Release of PAGA Claims is entered into
2 by and between Plaintiff INEZ PARQUETTE (hereinafter “Plaintiff”), in her representative capacity
3 on behalf of the State of California and fellow Aggrieved Employees, and Defendant INLAND
4 VALLEY PARTNERS, LLC (hereinafter “Defendant”):

5 **I. DEFINITIONS**

- 6 A. “Action” shall mean the case of *Inez Parquette v. Inland Valley Partners, LLC*, filed
7 on February 4, 2022, in Los Angeles Superior Court, Case No. 22STCV04406.
8
- 9 B. “Aggrieved Employees” shall mean individuals employed by Defendant as non-
10 exempt employees in California during the PAGA Period.
11
- 12 C. “Agreement” or “Settlement Agreement” means this Joint Stipulation of Settlement
13 of PAGA Action and Release of PAGA Claims.
14
- 15 D. “Court” means the Superior Court for the State of California, County of Los Angeles
16 presiding over the Action.
17
- 18 E. “Defendant” shall mean INLAND VALLEY PARTNERS, LLC, its officers,
19 directors, shareholders, affiliates, agents, representatives, successors, heirs, and
20 assigns.
21
- 22 F. “Effective Date” means the date of entry by the Court of an order and judgment finally
23 approving this Settlement.
24
- 25 G. “Employee Data” means information regarding the Aggrieved Employees that
26 Defendant will in good faith compile from its records and provide to the Settlement
27 Administrator. It shall be formatted in the manner requested by the Settlement
28 Administrator and shall include sufficient information to effectuate this settlement,

1 including but not limited to: each Aggrieved Employee's full name; last known
2 address; Social Security Number; and the number of Pay Periods worked during the
3 PAGA Period.

4
5 H. "Funding Date" shall mean ninety (90) calendar days after the Effective Date and is
6 the date Defendant transfers the Gross Settlement Amount into the QSF in accord
7 with the terms of this Agreement.

8
9 I. "Gross Settlement Amount" means Two Hundred Seventy Thousand Dollars
10 (\$270,000.00), which Defendant shall pay into the QSF in connection with this
11 Settlement, inclusive of the LWDA Payment, Aggrieved Employee Payments,
12 Plaintiff's Counsel Award, and the Settlement Administration Costs.

13
14 J. "LWDA" means the California Labor and Workforce Development Agency.

15
16 K. "Net Settlement Amount" or "NSA" means the amount remaining from the Gross
17 Settlement Amount after deducting the Settlement Administration Cost and the
18 Plaintiff's Counsel Award. The NSA shall be used to satisfy Plaintiff's claims for
19 civil penalties arising under PAGA asserted on behalf of the Aggrieved Employees
20 and the LWDA. Twenty-five percent (25%) of the NSA shall be allocated to the
21 Aggrieved Employees ("Aggrieved Employee Payment") and distributed based on
22 the pro rata number of Pay Periods worked by each Aggrieved Employee during the
23 PAGA Period. Seventy-five percent (75%) of the NSA shall be paid to the LWDA
24 ("LWDA Payment").
25
26
27
28

- 1 L. "Notice of PAGA Settlement" means the notice to be provided to the Aggrieved
2 Employees by the Settlement Administrator in the form set forth as Exhibit A to this
3 Agreement.
4
- 5 M. "PAGA" means the California Labor Code Private Attorneys General Act of 2004,
6 Labor Code § 2698, *et seq.*
7
- 8 N. "PAGA Payment Ratio" means the respective Pay Periods worked during the PAGA
9 Period for each Aggrieved Employee divided by the total of the Pay Periods for all
10 Aggrieved Employees during the PAGA Period.
11
- 12 O. "PAGA Period" means the period between November 24, 2020 to July 26, 2022.
13
- 14 P. "Parties" means Plaintiff and Defendant, collectively, and "Party" shall mean either
15 Plaintiff or Defendant, individually.
- 16 Q. "Pay Period" for purposes of calculating the distribution of the Aggrieved Employee
17 Payment, as defined herein, means any bimonthly pay period in which Aggrieved
18 Employees received wages during their employment with Defendant during the
19 PAGA Period.
20
- 21 R. "Plaintiff" or "PAGA Representative" shall mean INEZ PARQUETTE.
22
- 23 S. "Plaintiff's Counsel" shall mean Jean-Claude Lapuyade, Esq. of JCL Law Firm, APC
24 ("JCL") and Shani O. Zakay, Esq. of Zakay Law Group, APLC ("ZLG").
25
- 26 T. "Plaintiff's Counsel Award" means the award of attorneys' fees and reimbursement
27 of litigation expenses that the Court authorizes to be paid to Plaintiff's Counsel for
28

1 the services they have rendered to Plaintiff, the State of California, and the Aggrieved
2 Employees consisting of attorneys' fees not to exceed one-third of the Gross
3 Settlement Amount *plus* actually incurred litigation costs up to \$15,000.00 as
4 documented by Plaintiff Counsel's billing records. Plaintiff Counsel's application for
5 the Plaintiff's Counsel Award is subject to Court approval, and a reduction in
6 attorneys' fees or costs awarded by the Court is not a basis for Plaintiff to void,
7 rescind, or terminate this Agreement. Plaintiff's Counsel's award of attorneys' fees
8 shall be divided by Plaintiff's Counsel as follows: 50% to Zakay Law Group, APLC,
9 and 50% to The JCL Law Firm, APC.
10

11
12 U. "QSF" means the Qualified Settlement Fund established, designated, and maintained
13 by the Settlement Administrator to fund the Gross Settlement Amount.
14

15 V. "Released PAGA Claims" shall mean all PAGA claims alleged in the operative
16 complaint and Plaintiff's November 24, 2021 Notice to the LWDA which occurred
17 during the PAGA Period.
18

19 W. "Settlement" means the disposition of the Action pursuant to this Agreement.

20 X. "Settlement Administrator" means ILYM Group Inc., 14771 Plaza Drive, Ste. L,
21 Tustin, CA 92780; Tel: 1-888-250-6810; Fax: 1-888-845-6185. The Settlement
22 Administrator establishes, designates, and maintains a QSF under Internal Revenue
23 Code section 468B and Treasury Regulation section 1.468B-1 into which the amount
24 of the Gross Settlement Amount is deposited for the purpose of resolving the claims
25 in the Action on behalf of the LWDA and the Aggrieved Employees. The Settlement
26 Administrator shall maintain the funds until distribution in an account(s) segregated
27
28

1 from the assets of Defendant and any person related to Defendant. *All accrued*
2 *interest shall be paid and distributed to the Aggrieved Employees as part of their*
3 *respective share of the Aggrieved Employee Payment.*
4

5 Y. "Settlement Administration Costs" means the amount to be paid for the costs of
6 administration of the Settlement from the Gross Settlement Amount not to exceed
7 \$8,000.00.
8

9 **II. RECITALS**

10 A. On November 24, 2021, Plaintiff filed a Notice of Violations with the Labor and
11 Workforce Development Agency (LWDA) and served the same on Defendant.
12

13 B. On February 4, 2022, Plaintiff filed the Action against Defendant alleging a single
14 cause of action for violations of PAGA for, *inter alia*, the following:
15

- 16 1. Failure to pay minimum and overtime wages
- 17
- 18 2. Failure to provide complaint meal and rest periods;
- 19
- 20 3. Failure to provide accurate itemized wages statements;
- 21
- 22 4. Failure to pay at the correct regular rate of pay;
- 23
- 24 5. Failure to pay for all time worked; and
- 25 6. Failure to timely pay wages.

26 C. On July 26, 2022, the Parties voluntarily attended an all-day mediation presided over
27 by Steven J. Serratore, Esq., an experienced mediator of wage and hour PAGA
28

1 Actions. The mediation concluded with a settlement wherein the Parties agreed to the
2 key terms of a settlement which was memorialized in the Memorandum of
3 Understanding (“MOU”).
4

- 5 D. This Agreement replaces and supersedes the MOU any other agreements,
6 understandings, or representations between the Parties. This Agreement represents a
7 compromise and settlement of highly disputed claims. Nothing in this Agreement is
8 intended or will be construed as an admission by Defendant that the claims in the
9 Action of Plaintiff or the Aggrieved Employees have merit or that Defendant bears
10 any liability to Plaintiff or the Aggrieved Employees on those claims or any other
11 claims, or as an admission by Plaintiff that Defendant’s defenses in the Action have
12 merit.
13

14
15 Based on these Recitals that are a part of this Agreement, the Parties agree as follows:

16 **III. TERMS OF AGREEMENT**
17

18 A. Settlement Consideration and Settlement Payments by Defendant.
19

- 20 1. Settlement Consideration. In full and complete settlement of the Action, and
21 in exchange for the releases set forth below, Defendant will pay the Gross
22 Settlement Amount of Two Hundred Seventy Thousand Dollars
23 (\$270,000.00). The Parties agree that this is a non-reversionary Settlement and
24 that no portion of the Gross Settlement Amount shall revert to Defendant.
25 Except as provided for in Section III(A)(2), Defendant shall not be required
26 to pay more or less than the Gross Settlement Amount.
27
28

1 2. Number of Aggrieved Employees and Pay Periods. It is estimated that there
2 are approximately 491 Aggrieved Employees who worked an aggregate total
3 of 12,500 Pay Periods (“Projected Pay Periods”) during the PAGA Period. In
4 regard hereto, Defendant will provide a declaration under penalty of perjury
5 confirming the number of Aggrieved Employees and Pay Periods worked by
6 the Aggrieved prior to filing of the motion for PAGA Approval. The PAGA
7 Settlement Amount will increase proportionally with added pay periods if the
8 declaration states that the actual number of pay periods or Aggrieved
9 Employees during the PAGA period are more than 5 % of the estimate stated
10 herein.

11
12
13 3. Settlement Payment. Defendant shall pay, via wire transfer or check, the
14 Gross Settlement Amount to the Settlement Administrator on or before the
15 Funding Date.

16
17 B. PAGA Release. As of the Funding Date, in exchange for the consideration set forth in
18 this Agreement, the Plaintiff, the LWDA and the State of California shall release the
19 Defendant from the PAGA Released Claims for the PAGA Period.

20
21 C. Conditions Precedent: This Settlement will become final and effective only upon (1)
22 the Court entering judgment pursuant to either the Parties’ Motion for Settlement
23 Approval or Joint Stipulation re: Settlement Approval, and (2) Defendant fully funding
24 the Gross Settlement Amount.

25
26 D. Nullification of Settlement Agreement. If this Settlement Agreement is not approved
27 by the Court, fails to become effective, or is reversed, withdrawn, or in any way
28

prevents or prohibits Defendant from obtaining a complete resolution of the Released
PAGA Claims, or if Defendant fails to fully fund the Gross Settlement Amount:

1. This Settlement Agreement shall be void *ab initio* and of no force or effect,
and shall not be admissible in any judicial, administrative or arbitral
proceeding for any purpose or with respect to any issue, substantive or
procedural; and
2. None of the Parties to this Settlement will be deemed to have waived any
claims, objections, defenses or arguments in the Action.

E. Tax Liability. The Parties make no representations as to the tax treatment or legal
effect of the payments called for in this Agreement. The Aggrieved Employees are
not relying on any statement or representation by the Parties in this regard. Aggrieved
Employees understand and agree that they will be responsible for the payment of any
taxes and penalties assessed on their respective share of the Aggrieved Employee
Payments and will be solely responsible for any penalties or other obligations resulting
from their personal tax reporting of the Aggrieved Employees Payments.

F. Circular 230 Disclaimer. Each Party to this Agreement (for purposes of this section,
the “acknowledging party” and each Party to this Agreement other than the
acknowledging party, an “other party”) acknowledges and agrees that: (1) no provision
of this Agreement, and no written communication or disclosure between or among the
Parties or their attorneys and other advisers, is or was intended to be, nor shall any
such communication or disclosure constitute or be construed or be relied upon as, tax
advice within the meaning of United States Treasury Department circular 230 (31 CFR

1 part 10, as amended); (2) the acknowledging party (a) has relied exclusively upon his,
2 her or its own, independent legal and tax counsel for advice (including tax advice) in
3 connection with this Agreement, (b) has not entered into this Agreement based upon
4 the recommendation of any other Party or any attorney or advisor to any other Party,
5 and (c) is not entitled to rely upon any communication or disclosure by any attorney
6 or adviser to any other party to avoid any tax penalty that may be imposed on the
7 acknowledging party, and (3) no attorney or adviser to any other Party has imposed
8 any limitation that protects the confidentiality of any such attorney's or adviser's tax
9 strategies (regardless of whether such limitation is legally binding) upon disclosure by
10 the acknowledging party of the tax treatment or tax structure of any transaction,
11 including any transaction contemplated by this Agreement.
12

13
14 G. Settlement Administrator. The Settlement Administrator shall be responsible for:
15 establishing and administering the QSF; calculating, processing and mailing payments
16 to Plaintiff's Counsel, LWDA, and Aggrieved Employees; printing and mailing the
17 Notice of PAGA Settlement to the Aggrieved Employees as directed by the Court;
18 calculating, and distributing tax forms for the Aggrieved Employee Payments;
19 providing declaration(s) as necessary in support of approval of this Settlement; and
20 other tasks as the Parties mutually agree or the Court orders the Settlement
21 Administrator to perform. The Settlement Administrator shall keep the Parties timely
22 apprised of the performance of all Settlement Administrator responsibilities.
23

24
25 H. Employee Data. No later than five (5) calendar days after the Effective Date,
26 Defendant shall provide the Settlement Administrator with the Employee Data.
27
28

1 I. Funding and Allocation of the Gross Settlement Amount. Defendant is required to pay
2 the Gross Settlement Amount on or before the Funding Date.

3
4 1. Calculation of Individual Payments to the Aggrieved Employees. Using the
5 Employee Data, the Settlement Administrator shall add up the total number of
6 Pay Periods for all Aggrieved Employees during the PAGA Period. The
7 respective Pay Periods for each Aggrieved Employee will be divided by the
8 total Pay Periods for all Aggrieved Employees, resulting in the “PAGA
9 Payment Ratio” for each Aggrieved Employee. Each Aggrieved Employee’s
10 PAGA Payment Ratio will then be multiplied by the Aggrieved Employee
11 Payment to calculate each Aggrieved Employee’s estimated share of the
12 Aggrieved Employee Payment.
13

14
15 2. Allocation of Individual Aggrieved Employee Payments. For tax purposes,
16 individual Aggrieved Employee Payments shall be allocated and treated 100%
17 as penalties and interest. The individual Aggrieved Employee Payments shall
18 not be subject to wage withholdings and shall be reported on IRS Form 1099.
19

20 3. No Credit Toward Benefit Plans. The individual Aggrieved Employee
21 Payments made to the Aggrieved Employees under this Settlement
22 Agreement, as well as any other payments made pursuant to this Settlement
23 Agreement, will not be utilized to calculate any additional benefits under any
24 benefit plans to which any Aggrieved Employee may be eligible, including,
25 but not limited to profit-sharing plans, bonus plans, 401(k) plans, stock
26 purchase plans, vacation plans, sick leave plans, PTO plans, and any other
27 benefit plan. Rather, it is the Parties’ intention that this Settlement Agreement
28

1 will not affect any rights, contributions, or amounts to which any Aggrieved
2 Employee may be entitled under any benefit plans.

3
4 4. Mailing. Individual Aggrieved Employee Payments shall be mailed by
5 regular First-Class U.S. Mail to the Aggrieved Employees' last known mailing
6 address no later than five (5) calendar days after the Funding Date. Upon
7 receipt of the Employee Data, the Settlement Administrator will perform a
8 search based on the National Change of Address Database to update and
9 correct any known or identifiable address changes. No later than fourteen (14)
10 calendar days after receiving the Employee Data from Defendant, the
11 Settlement Administrator shall mail Individual Aggrieved Employee
12 Payments to all Aggrieved Employees via regular First-Class U.S. Mail. The
13 Settlement Administrator shall exercise its best judgment to determine the
14 current mailing address for each Aggrieved Employee. The address identified
15 by the Settlement Administrator as the current mailing address shall be
16 presumed to be the best mailing address for each Aggrieved Employee.

17
18
19 5. Undeliverable Aggrieved Employee Payments. Any Individual Aggrieved
20 Employee Payments returned to the Settlement Administrator as non-
21 delivered on or before the check cashing expiration deadline shall be re-mailed
22 to any forwarding address provided. If no forwarding address is provided, the
23 Settlement Administrator shall promptly attempt to determine a correct
24 address by lawful use of skip-tracing, or other search using the name, address
25 and/or Social Security number of the Aggrieved Employee involved, and shall
26 then perform a re-mailing, if another mailing address is identified by the
27
28

1 Settlement Administrator. In addition, if any Individual Aggrieved Employee
2 Payment, which is addressed to any Aggrieved Employee who is currently
3 employed by Defendant, is returned to the Settlement Administrator as non-
4 delivered and no forwarding address is provided, the Settlement Administrator
5 shall notify Defendant. Defendant will request that the currently employed
6 Aggrieved Employee provide a corrected address and transmit to the
7 Administrator any corrected address provided by the Aggrieved Employee.
8 Aggrieved Employees who received a re-mailed Individual Aggrieved
9 Employee Payment shall have their check expiration deadline extended fifteen
10 (15) days from the original check expiration deadline.
11

- 12
- 13 6. Check Expiration Deadline. Any checks issued to Aggrieved Employees shall
14 remain valid and negotiable for one hundred and eighty (180) days from the
15 date of their issuance. If an Aggrieved Employee does not cash his or her
16 settlement check within 90 days, the Settlement Administrator will send a
17 letter to such persons, advising that the check will expire after the 180th day,
18 and invite that Aggrieved Employee to request reissuance in the event the
19 check was destroyed, lost or misplaced. In the event Aggrieved Employee
20 Payment checks have not been cashed within one hundred and eighty (180)
21 days, all funds represented by such uncashed checks, plus any interest accrued
22 thereon, shall be transmitted to the Controller of the State of California to be
23 held pursuant to the Unclaimed Property Law, California Civil Code § 1500
24 *et seq.*, in the names and corresponding amounts associated with each
25 Aggrieved Employee whose check(s) are cancelled.
26
27
28

- 1 7. LWDA Payment. The Settlement Administrator shall transmit the LWDA
2 Payment to the LWDA as one lump sum payment, if by check, certified mail
3 return receipt requested to Plaintiff's Counsel, within fifteen (15) calendar
4 days of the Funding Date.
5
- 6 8. Plaintiff's Counsel Award. Defendant understands a request by Plaintiff's
7 Counsel for attorneys' fees not to exceed one-third of the Gross Settlement
8 Amount (currently estimated to be \$90,000) plus costs and expenses supported
9 by declaration not to exceed Fifteen Thousand Dollars (\$15,000.00), from the
10 Gross Settlement Amount will be made. Any portion of the requested
11 Plaintiff's Counsel Award that is not awarded to Plaintiff's Counsel shall be
12 part of the Net Settlement Amount and shall be placed in the NSA and
13 distributed to the LWDA and the Aggrieved Employees as provided in this
14 Agreement. The Settlement Administrator shall distribute and pay the
15 Plaintiff's Counsel Award to Plaintiff's Counsel from the Gross Settlement
16 Amount no later than fifteen (15) calendar days after the Funding Date.
17 Plaintiff's Counsel shall be solely and legally responsible to pay all applicable
18 taxes on the payment made pursuant to this paragraph. The Settlement
19 Administrator shall issue an IRS Form 1099 — MISC to Plaintiff's Counsel
20 for the payments made pursuant to this paragraph. In the event that the Court
21 reduces or does not approve the requested Plaintiff's Counsel Award, Plaintiff
22 and Plaintiff's Counsel shall not have the right to revoke the Settlement, or to
23 appeal such order, and the Settlement will remain binding.
24
25
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1 9. Settlement Administration Costs. The Settlement Administrator shall be paid
2 for the costs of administration of the Settlement from the Gross Settlement
3 Amount. The estimate of the Settlement Administration Costs is \$8,000.00.
4 The Settlement Administrator shall be paid the Settlement Administration
5 Costs no later than fifteen (15) calendar days after the Funding Date.

6
7 J. Approval Motion. Plaintiff's Counsel and Plaintiff shall use best efforts to file with
8 the Court a Motion for Settlement Approval and Entering Judgment Finally
9 Approving Settlement, within sixty (60) days following the execution of this
10 Agreement.

11
12 K. Notice of Settlement to LWDA. In connection with the Motion for Approval of
13 PAGA Settlement and/or Joint Stipulation re: Settlement Approval, Plaintiff's
14 Counsel shall submit this Agreement to the LWDA pursuant to California Labor Code
15 section 2699(1)(2). Plaintiff's Counsel shall within ten (10) days after the entry of the
16 judgment or order approving this Settlement, submit the order approving the
17 Settlement to the LWDA pursuant to California Labor Code section 2699(1)(3).

18
19
20 N. Review of Motion for Settlement Approval. Plaintiffs' Counsel will provide an
21 opportunity for Counsel for Defendant to review the Motion for Settlement Approval,
22 including the Order Granting Approval of the Settlement, and Judgment Finally
23 Approving Settlement before filing with the Court. The Parties and their counsel will
24 cooperate with each other and use their best efforts to affect the Court's approval of
25 the Motion for Approval of the Settlement, and entry of Judgment.

- 1 O. Cooperation. The Parties and their counsel will cooperate with each other and use
2 their best efforts to implement the Settlement.
- 3
- 4 P. Interim Stay of Proceedings. The Parties agree to stay all proceedings in the Action,
5 except such proceedings necessary to implement and complete the Settlement.
- 6
- 7 Q. Amendment or Modification. This Agreement may be amended or modified only by
8 a written instrument signed by counsel for all Parties or their successors-in-interest.
- 9
- 10 R. Entire Agreement. This Agreement and any attached Exhibit constitute the entire
11 Agreement among these Parties, and no oral or written representations, warranties or
12 inducements have been made to any Party concerning this Agreement or its Exhibit
13 other than the representations, warranties and covenants contained and memorialized
14 in this Agreement and its Exhibit.
- 15
- 16 S. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant and
17 represent they are expressly authorized by the Parties whom they represent to negotiate
18 this Agreement and to take all appropriate Action required or permitted to be taken by
19 such Parties pursuant to this Agreement to effectuate its terms, and to execute any other
20 documents required to effectuate the terms of this Agreement. The person signing this
21 Agreement on behalf of Defendant represents and warrants that he/she is authorized to
22 sign this Agreement on behalf of Defendant. Plaintiff represents and warrants that she
23 is authorized to sign this Agreement and that she has not assigned any claim, or part
24 of a claim, covered by this Settlement to a third-party.
- 25
- 26
- 27 T. Limited Disclosure: The Plaintiff/PAGA Representative and PAGA Counsel will not
28 make any public disclosure of the Settlement or Memorandum of Understanding until

1 after the Settlement is approved by the Court. PAGA Counsel will take all steps
2 necessary to ensure the Plaintiff/PAGA Representative is aware of and will encourage
3 the Plaintiff/PAGA Representative to adhere to, the restriction against any public
4 disclosure of the Settlement the contents of the Memorandum of Understanding or
5 long form settlement documents until after the Settlement is approved by the Court.
6 Following approval of the Settlement, the Plaintiff/PAGA Representative and PAGA
7 Counsel will not have any communications with the media other than to direct the
8 media to the public records of the actions on file with the Court. PAGA Counsel will
9 take all steps necessary to ensure the Plaintiff/PAGA Representative is aware of, and
10 will encourage the Plaintiff/PAGA Representative to adhere to, the restriction against
11 any media comment on the Settlement and its terms. PAGA Counsel further agree to
12 not sue the Settlement of this Action or any of its terms for any marketing purposes.
13
14

15 U. Binding on Successors and Assigns. This Agreement shall be binding upon, and inure
16 to the benefit of, the successors or assigns of the Parties, as previously defined.
17

18 V. California Law Governs. All terms of this Agreement and the Exhibit and any disputes
19 shall be governed by and interpreted according to the laws of the State of California.
20

21 W. Counterparts. This Agreement may be executed in one or more counterparts. All
22 executed counterparts and each of them shall be deemed to be one and the same
23 instrument provided that counsel for the Parties to this Agreement shall exchange
24 among themselves copies or originals of the signed counterparts.
25

26 X. This Settlement Is Fair, Adequate and Reasonable. The Parties believe this Settlement
27 is a fair, adequate, and reasonable settlement of this Action and have arrived at this
28

1 Settlement after extensive arms-length negotiations, taking into account all relevant
2 factors, present and potential.

3
4 Y. Jurisdiction of the Court. The Parties agree that the Court shall retain jurisdiction with
5 respect to the interpretation, implementation, and enforcement of the terms of this
6 Agreement and all orders and judgments entered in connection therewith, and the
7 Parties and their counsel submit to the jurisdiction of the Court for purposes of
8 interpreting, implementing, and enforcing the settlement and all orders and judgments
9 entered in connection with this Agreement.

10
11 Z. Invalidity of Any Provision. Before declaring any provision of this Agreement invalid,
12 the Court shall first attempt to construe the provisions valid to the fullest extent
13 possible consistent with applicable precedents so as to define all provisions of this
14 Agreement valid and enforceable.

15
16 AA. No Admissions by the Parties. Plaintiff has claimed and continues to claim that the
17 Released PAGA Claims have merit and give rise to liability on the part of Defendant.
18 Defendant contends that the Released PAGA Claims have no merit and do not give
19 rise to liability. This Agreement is a compromise of disputed claims. Nothing
20 contained in this Agreement and no documents referred to and no action taken to carry
21 out this Agreement may be construed or used as an admission by or against the
22 Defendant or Plaintiff or Plaintiff's Counsel as to the merits or lack thereof of the
23 claims asserted. Other than as may be specifically set forth herein, each Party shall be
24 responsible for and shall bear its/his own attorney's fees and costs.

25
26
27 ///

1 IT IS SO AGREED, FORM AND CONTENT, BY PLAINTIFF:

2
3 DATED: Nov 2, 2022


Inez parquette (Nov 2, 2022 15:05 PDT)

INEZ PARQUETTE

4
5 IT IS SO AGREED, FORM AND CONTENT, BY DEFENDANT:

6
7 DATED: _____

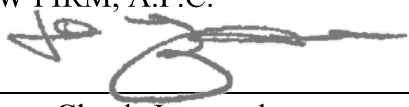
8 INLAND VALLEY PARTNERS, LLC DBA
9 INLAND VALLEY CARE AND REHABILITATION
10 CENTER
11 Damian Cardenas
12 Vice President of Risk Management

13 IT IS SO AGREED AS TO FORM BY COUNSEL:

14 DATED: November 2, 2022

JCL LAW FIRM, A.P.C.

15 By: _____


Jean-Claude Lapuyade

16 Attorneys for the Plaintiff and the Aggrieved
17 Employees

18 DATED: November 2, 2022

ZAKAY LAW GROUP, A.P.L.C.

19 By: _____


Shani O. Zakay

20 Attorneys for the Plaintiff and the Aggrieved
21 Employees

22 DATED: _____

LAGASSE BRANCH BELL & KINKEAD, LLP

23 By: _____

Heather N. Stone

24 Attorneys for Defendant
25
26
27
28

EXHIBIT 2

Activities Export

11/01/2022

2:29 PM

Date ▼	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
08/15/2022	\$	Expert Cost ● Unbilled	43801-Parquette Inez Parquette v. Inland Valley Hospital	Shani Zakay	1.00	\$2,075.00	-	\$2,075.00
07/26/2022	\$	OneLegal - CMS ● Unbilled	43801-Parquette Inez Parquette v. Inland Valley Hospital	Natalia Michele	1.00	\$17.19	-	\$17.19
06/27/2022	\$	Mediation Fee ● Unbilled	43801-Parquette Inez Parquette v. Inland Valley Hospital	Shani Zakay	1.00	\$6,250.00	-	\$6,250.00
05/27/2022	\$	OneLegal - POS ● Unbilled	43801-Parquette Inez Parquette v. Inland Valley Hospital	Natalia Michele	1.00	\$17.19	-	\$17.19
05/27/2022	\$	OneLegal - Order ● Unbilled	43801-Parquette Inez Parquette v. Inland Valley Hospital	Natalia Michele	1.00	\$37.78	-	\$37.78
05/25/2022	\$	OneLegal - CMS ● Unbilled	43801-Parquette Inez Parquette v. Inland Valley Hospital	Natalia Michele	1.00	\$17.19	-	\$17.19
02/25/2022	\$	Postage to OC ● Unbilled	43801-Parquette Inez Parquette v. Inland Valley Hospital	Natalia Michele	1.00	\$0.53	-	\$0.53
02/25/2022	\$	Postage Fee - Mail serving OC ● Unbilled	43801-Parquette Inez Parquette v. Inland Valley Hospital	Natalia Michele	1.00	\$0.70	-	\$0.70
02/04/2022	\$	OneLegal - Complaint ● Unbilled	43801-Parquette Inez Parquette v. Inland Valley Hospital	Natalia Michele	1.00	\$1,494.01	-	\$1,494.01
							\$0.00 0.00h	\$9,918.52 0.00h

Activities Export

11/01/2022
2:29 PM

Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
11/24/2021	\$	Printing Fee - PAGA ● Unbilled	43801-Parquette Inez Parquette v. Inland Valley Hospital	Shani Zakay	1.00	\$1.60	-	\$1.60
11/24/2021	\$	Postage Fee - PAGA ● Unbilled	43801-Parquette Inez Parquette v. Inland Valley Hospital	Shani Zakay	1.00	\$7.33	-	\$7.33
							\$0.00 0.00h	\$9,918.52 0.00h

Activities Export

11/01/2022

2:28 PM

Date ▼	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
11/02/2022	 Unbilled	Additional work on MPA	43801-Parquette Inez Parquette v. Inland Valley Hospital	Julieann Alvarado	2.00h	\$350.00	-	\$700.00
11/01/2022	 Unbilled	Additional work on MPA	43801-Parquette Inez Parquette v. Inland Valley Hospital	Julieann Alvarado	4.00h	\$350.00	-	\$1,400.00
11/01/2022	 Unbilled	Emails to OPC re SAR and MPA	43801-Parquette Inez Parquette v. Inland Valley Hospital	Julieann Alvarado	0.20h	\$350.00	-	\$70.00
10/31/2022	 Unbilled	Work on MPA	43801-Parquette Inez Parquette v. Inland Valley Hospital	Shani Zakay	4.50h	\$550.00	-	\$2,475.00
10/28/2022	 Unbilled	Emails to OPC re SAR and MPA	43801-Parquette Inez Parquette v. Inland Valley Hospital	Julieann Alvarado	0.20h	\$350.00	-	\$70.00
10/25/2022	 Unbilled	Draft MPA	43801-Parquette Inez Parquette v. Inland Valley Hospital	Julieann Alvarado	8.00h	\$350.00	-	\$2,800.00
10/24/2022	 Unbilled	Finalize SAR	43801-Parquette Inez Parquette v. Inland Valley Hospital	Julieann Alvarado	2.00h	\$350.00	-	\$700.00
10/23/2022	 Unbilled	Work on the settlement agreement.	43801-Parquette Inez Parquette v. Inland Valley Hospital	Shani Zakay	4.00h	\$550.00	-	\$2,200.00
08/25/2022	 Unbilled	Follow up email to OPC	43801-Parquette Inez Parquette v. Inland Valley Hospital	Shani Zakay	0.10h	\$550.00	-	\$55.00
					71.60h		\$0.00	\$33,143.00
							0.00h	71.60h

Activities Export

11/01/2022

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Date ▾	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
08/12/2022	 	Work on MOU and emails with client accordingly. ● Unbilled	43801-Parquette Inez Parquette v. Inland Valley Hospital	Shani Zakay	0.50h	\$550.00	-	\$275.00
08/11/2022	 	Work on the MOU ● Unbilled	43801-Parquette Inez Parquette v. Inland Valley Hospital	Shani Zakay	1.00h	\$550.00	-	\$550.00
08/09/2022	 	Prepare for and attend CMC ● Unbilled	43801-Parquette Inez Parquette v. Inland Valley Hospital	Julieann Alvarado	1.30h	\$350.00	-	\$455.00
07/26/2022	 	Prepare for mediation. Attend mediation. Follow up meeting with co-counsel. ● Unbilled	43801-Parquette Inez Parquette v. Inland Valley Hospital	Shani Zakay	10.00h	\$550.00	-	\$5,500.00
07/26/2022	 	Drafting CMS, serving, and filing. ● Unbilled	43801-Parquette Inez Parquette v. Inland Valley Hospital	Natalia Michele	1.00h	\$165.00	-	\$165.00
07/21/2022	 	Review and approve CMS. ● Unbilled	43801-Parquette Inez Parquette v. Inland Valley Hospital	Shani Zakay	0.60h	\$550.00	-	\$330.00
07/20/2022	 	Work on the mediation brief. ● Unbilled	43801-Parquette Inez Parquette v. Inland Valley Hospital	Shani Zakay	5.00h	\$550.00	-	\$2,750.00
07/19/2022	 	Review documents for mediation. Review data points. Emails with expert accordingly. ● Unbilled	43801-Parquette Inez Parquette v. Inland Valley Hospital	Shani Zakay	2.50h	\$550.00	-	\$1,375.00
07/11/2022	 	Review status and discuss necessary work with counsel in	43801-Parquette Inez Parquette v. Inland	Shani Zakay	0.50h	\$550.00	-	\$275.00
					71.60h		\$0.00 0.00h	\$33,143.00 71.60h

Activities Export

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Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
		preparation for mediation. ● Unbilled	Valley Hospital					
06/27/2022	🕒	Emails with OPC and expert regarding data for mediation. ● Unbilled	43801-Parquette Inez Parquette v. Inland Valley Hospital	Shani Zakay	0.70h	\$550.00	-	\$385.00
06/24/2022	🕒	Begin review of data for mediation. ● Unbilled	43801-Parquette Inez Parquette v. Inland Valley Hospital	Shani Zakay	2.50h	\$550.00	-	\$1,375.00
06/22/2022	🕒	Review declaration regarding OSC and emails with co-counsel and staff regarding the same. ● Unbilled	43801-Parquette Inez Parquette v. Inland Valley Hospital	Shani Zakay	0.50h	\$550.00	-	\$275.00
05/26/2022	🕒	Work on stipulation to stay pending mediation. ● Unbilled	43801-Parquette Inez Parquette v. Inland Valley Hospital	Shani Zakay	0.50h	\$550.00	-	\$275.00
05/25/2022	🕒	Review and approve CMS ● Unbilled	43801-Parquette Inez Parquette v. Inland Valley Hospital	Shani Zakay	0.50h	\$550.00	-	\$275.00
05/11/2022	🕒	More work on stipulation to stay pending mediation. ● Unbilled	43801-Parquette Inez Parquette v. Inland Valley Hospital	Shani Zakay	0.50h	\$550.00	-	\$275.00
05/11/2022	🕒	Emails regarding stipulation to stay pending mediation. ● Unbilled	43801-Parquette Inez Parquette v. Inland Valley Hospital	Shani Zakay	0.50h	\$550.00	-	\$275.00
05/09/2022	🕒	Review mediation paperwork and emails regarding the same. ● Unbilled	43801-Parquette Inez Parquette v. Inland Valley Hospital	Shani Zakay	1.00h	\$550.00	-	\$550.00
					71.60h		\$0.00 0.00h	\$33,143.00 71.60h

Activities Export

11/01/2022

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Date ▾	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
04/27/2022	 	Follow up on mediation. ● Unbilled	43801-Parquette Inez Parquette v. Inland Valley Hospital	Shani Zakay	0.10h	\$550.00	-	\$55.00
04/04/2022	 	Review Defendant's Answer. Emails with co-counsel regarding mediators. ● Unbilled	43801-Parquette Inez Parquette v. Inland Valley Hospital	Shani Zakay	1.30h	\$550.00	-	\$715.00
04/04/2022	 	Serving SI's on OC. ● Unbilled	43801-Parquette Inez Parquette v. Inland Valley Hospital	Natalia Michele	0.20h	\$165.00	-	\$33.00
04/02/2022	 	Review and approve discovery. ● Unbilled	43801-Parquette Inez Parquette v. Inland Valley Hospital	Shani Zakay	1.20h	\$550.00	-	\$660.00
03/04/2022	 	Follow up on NAR ● Unbilled	43801-Parquette Inez Parquette v. Inland Valley Hospital	Shani Zakay	0.10h	\$550.00	-	\$55.00
03/03/2022	 	Emails with staff regarding status of NAR and necessary work on discovery. ● Unbilled	43801-Parquette Inez Parquette v. Inland Valley Hospital	Shani Zakay	0.20h	\$550.00	-	\$110.00
03/02/2022	 	Coordinate call appointment scheduling w/ client ● Unbilled	43801-Parquette Inez Parquette v. Inland Valley Hospital	Jackland Hom	0.20h	\$375.00	-	\$75.00
02/07/2022	 	Emails regarding filed complaint and service. ● Unbilled	43801-Parquette Inez Parquette v. Inland Valley Hospital	Shani Zakay	0.20h	\$550.00	-	\$110.00
02/04/2022	 	Filing complaint.	43801-Parquette Inez Parquette v. Inland	Natalia Michele	0.50h	\$165.00	-	\$82.50
					71.60h		\$0.00	\$33,143.00
							0.00h	71.60h

Activities Export

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Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
		● Unbilled	Valley Hospital					
02/04/2022	🕒	Emails regarding filing of the complaint. ● Unbilled	43801-Parquette Inez Parquette v. Inland Valley Hospital	Shani Zakay	0.20h	\$550.00	-	\$110.00
02/02/2022	🕒	Review and approve PAGA only complaint. Emails with OPC regarding filing. ● Unbilled	43801-Parquette Inez Parquette v. Inland Valley Hospital	Shani Zakay	1.00h	\$550.00	-	\$550.00
02/01/2022	🕒	Draft PAGA Complaint ● Unbilled	43801-Parquette Inez Parquette v. Inland Valley Hospital	Julieann Alvarado	4.00h	\$350.00	-	\$1,400.00
01/31/2022	🕒	Call with OPC regarding claims and possible settlement negotiations. Follow up conversation with co-counsel. ● Unbilled	43801-Parquette Inez Parquette v. Inland Valley Hospital	Shani Zakay	1.00h	\$550.00	-	\$550.00
01/25/2022	🕒	Call w/ client to provide status update ● Unbilled	43801-Parquette Inez Parquette v. Inland Valley Hospital	Jackland Hom	0.30h	\$375.00	-	\$112.50
11/24/2021	🕒	Doing Intake and setting up the clio. ● Unbilled	43801-Parquette Inez Parquette v. Inland Valley Hospital	Natalia Michele	1.00h	\$165.00	-	\$165.00
11/24/2021	🕒	Doing the intake with the client, emailing to attorneys, mailing out file PAGA, and setting up the Clio. ● Unbilled	43801-Parquette Inez Parquette v. Inland Valley Hospital	Shani Zakay	2.00h	\$165.00	-	\$330.00
11/24/2021	🕒	Review the file. Review Complaint	43801-Parquette	Shani	4.00h	\$550.00	-	\$2,200.00
					71.60h		\$0.00	\$33,143.00
							0.00h	71.60h

Activities Export

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Date		Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
			and PAGA letter and revise. ● Unbilled	Inez Parquette v. Inland Valley Hospital	Zakay				
						71.60h		\$0.00 0.00h	\$33,143.00 71.60h

EXHIBIT 3

Zakay Law Group, APC
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Telephone: (619) 892-7095
Fax: (858) 404-9203

1. Firm Practice Areas:

Employment Litigation, Employment Class Action, Wage and Hour Class Actions, Civil Litigation, Business Litigation.

2. Attorney Shani O. Zakay Biography:

• **PRACITCE AREAS**

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

• **BAR ADMISSIONS, MEMBERSHIPS & BOARDS**

State of California (all courts)
United States District Court for the Southern & Central Districts of California

• **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

• **EDUCATION**

CALIFORNIA WESTERN SCHOOL OF LAW, San Diego, CA

Juris Doctor, *magma 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

- **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

3. **Attorney Jackland K. Hom Biography:**

- **PRACTICE AREAS**

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

- **BAR ADMISSIONS, MEMBERSHIPS & BOARDS**

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

- **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

- **EDUCATION**

CALIFORNIA WESTERN SCHOOL OF LAW, San Diego, CA
Juris Doctor, April 2019

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

Academic Achievement Awards: Advanced Prosecution Function.

Activities: 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

4. **Attorney Julicann Alvarado Biography:**

- **PRACTICE AREAS**

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

- **BAR ADMISSIONS, MEMBERSHIPS & BOARDS**

State of California (all courts)

- **PROFESSIONAL EXPERIENCE**

ZAKAY LAW GROUP, APLC, San Diego, CA
Associate, January 2022 – present

GOMEZ TRIAL ATTORNEYS, San Diego, CA
Trial Attorney, January 2021 – December 2021

- **EDUCATION**

UNIVERSITY OF SAN DIEGO SCHOOL OF LAW, San Diego, CA

Juris Doctor, *cum laude*, May 2020

Honors: Dean's Honor Scholarship Recipient (Renewed as 2L and 3L)
CALI Excellence for the Future Award: Legal Writing and Research I

Activities: President of External Affairs, Consumer Attorneys of USD
Competing Member, USD National Mock Trial Team

UNIVERSITY OF SOUTHERN CALIFORNIA, Los Angeles, CA

Bachelor of Arts: Psychology, *magna cum laude*, May 2017

Honors: Presidential Scholarship Recipient
Dean's List: Spring 2015-Spring 2017

5. Lead Counsel – Class Action & Representative Cases:

1. Hubscher v. Bodyspirit, LLC

Court	San Diego
Case No.	37-2016-00021261-CU-OE-CTL
Nature	Independent Contractor Misclassification
Status	Settled

2. Henry v. InMotion Entertainment Group, LLC

Court	San Francisco
Case No.	CGC-18-565643
Nature	Meal/Rest Break claims and overtime and regular rate claims
Status	Settled

3. Moore v. Zirx Transportation

Court	San Francisco
Case No.	CGC-18-566655
Nature	Independent Contractor Misclassification
Status	Settled

4. Pasallo v. GSG Protective Services

Court	San Diego
Case No.	37-2018-00037611-CU-OE-CTL
Nature	Meal/Rest Break claims
Status	Settled

5. Villaroman v. C.C.H.C.

Court	Orange County
Case No.	30-2018-01013128-CU-OE-CXC
Nature	Meal/Rest Break claims
Status	Settled

6. Flores v. Plastic Express

Court	Los Angeles
Case No.	BC719071
Nature	Meal/Rest Break and minimum wage claims
Status	Settled

7. Tressler v. Spoonful Management

Court	Los Angeles
Case No.	BC719405
Nature	Meal/Rest Break claims
Status	Settled

8. Leymaster v. Toms Sierra Company, Inc.

Court	Placer
Case No.	SCV0041735
Nature	Meal/Rest Break claims and overtime and regular rate claims
Status	Settled

9. Murphy v. Rockler Retailer Group, Inc.

Court	Sacramento
Case No.	34-2018-00241374
Nature	Overtime and regular rate claims and wrongful termination
Status	Settled

10. Bruemmer v. Tempur Retail Stores, LLC.

Court	Marin
Case No.	CIV1803646
Nature	Overtime and regular rate claims and wrongful termination
Status	Settled

11. Christina Cummings v. G6 Hospitality, LLC

Court	San Diego
Case No.	37-2018-00056207-CU-OE-CTL 19CV122 GPC LL
Nature	Overtime and Minimum Wage claims and Meal and Rest Breaks
Status	Settled

12. Nicolai Laguatan v. Prevent LSS

Court	San Diego
Case No.	37-2018-00057434-CU-OE-CTL
Nature	Overtime and Minimum Wage claims and Meal and Rest Breaks
Status	Settled

13. Lisa Ramirez v. Carefusion Resources, LLC

Court	San Diego
Case No.	37-2018-00058078-CU-OE-CTL 3:18-CV-02852-BEN-MSB
Nature	Overtime and Meal and Rest Breaks
Status	Settled

14. Charles Ornelas v. C&A Transportation Services

Court	San Diego
Case No.	37-2018-00061289-CU-OE-CTL
Nature	Minimum Wage and Meal/Rest Break claims
Status	Settled

15. Luz Marin v. California Marine Cleaning

Court	San Diego
Case No.	37-2018-00063483-CU-OE-CTL
Nature	Meal Break claims
Status	Settled

16. Christian Van Cleave v. Sunrise Senior Living Management

Court	San Diego
Case No.	37-2018-00061960-CU-OE-CTL 19CV0044BEN NLS
Nature	Regular rate and meal premium miscalculation
Status	Settled

17. Heather McIntyre v. JRR Enterprises

Court	Sacramento
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Case No.	34-2019-00251220
Nature	Overtime and Meal and Rest Periods
Status	Settled

18. Lori Phipps v. Soapy Joe's

Court	San Diego
Case No.	37-2019-00017673-CU-OE-CTL
Nature	Tip Polling and Meal and Rest Periods
Status	Settled

19. Heather Broughton v. NFG San Francisco, LLC

Court	San Francisco
Case No.	CGC-19-574657
Nature	Meal and Rest Breaks
Status	Settled

20. Marcos Antonios v. Interface Rehab, LLC

Court	Orange County
Case No.	30-2019-01067547-CU-OE-CXC
Nature	Meal and Rest Breaks and Reporting Time Violations
Status	Settled

21. Tiffany Rodriguez v. Circle K

Court	Riverside
Case No.	RIC 1901407 5:19-cv-00469
Nature	Overtime Wage and Meal/Rest Break claims
Status	Settled

22. Derik Scott et al. v. Ultimate Performance

Court	Los Angeles
Case No.	19STCV22823
Nature	Piece Rate Pay violations
Status	Settled

23. Raymond Frazier v. Asa Carlton

Court	San Diego
Case No.	37-2019-00036147-CU-OE-CTL
Nature	Overtime Wages
Status	Settled

24. John Moreno v. Da Kitchen

Court	San Diego
Case No.	37-2019-00024885-CU-OE-CTL
Nature	Overtime Wage and Meal/Rest Break claims
Status	Settled

25. Penny Lane v. International Aero Clubs, LLC

Court	San Diego
Case No.	37-2019-00021793-CU-OE-CTL
Nature	Meal and Rest Breaks and Regular Rate Miscalculation
Status	Settled

26. Amber Price v. DMSD Restaurants

Court	San Diego
Case No.	37-2019-00024062-CU-OE-CTL
Nature	Meal and Rest Break violations
Status	Settled

27. Jamaal Johnson v. Volt Management Corp

Court	Los Angeles
Case No.	19STCV16466
Nature	On Duty Meal Break violations
Status	Settled

28. Ezzat Menias v. All American Private Security

Court	Orange County
Case No.	30-2019-01085120-CU-OE-CXC
Nature	On Duty Meal Break violations
Status	Settled

29. Mark Connor v. Ascendant Marketing

Court	San Diego
Case No.	37-2019-00026864-CU-OE-CTL
Nature	Minimum Wage violations
Status	Settled

30. Niki Nunez v. Home Depot

Court	San Joaquin
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Case No.	STK-CV-406-2019-6656
Nature	Overtime Wages violations
Status	In Litigation

31. Alma Salazar v. Frontier Toyota

Court	Los Angeles
Case No.	19STCV20382
Nature	Rest Break violations
Status	Settled

32. Josefina Garces v. Kar Auction Services

Court	Los Angeles
Case No.	19STCV28489
Nature	Rest Break violations
Status	Settled

33. Madison Weiss v. Niznik Behavior

Court	San Diego
Case No.	37-2019-00039441-CU-OE-CTL
Nature	Meal and Rest Break violations
Status	Settled

34. Jimmy Mack v. ERM Enterprises

Court	Sacramento
Case No.	2019-00262259
Nature	Meal and Rest Break violations
Status	Settled

35. Josefina Garces v. DriverDo

Court	Los Angeles
Case No.	19STCV32773
Nature	Independent Contractor Misclassification
Status	In Litigation

36. Perseus Porras v. Tantalum Restaurant

Court	Los Angeles
Case No.	19STCV31015

Nature	Unpaid Wages + Missed Meal/Rest Breaks
Status	Settled

37. Dorcena Deutsch v. Scripps

Court	San Diego
Case No.	37-2019-00036333-CU-OE-CTL
Nature	Regular Rate Miscalculation for Nurses
Status	Settled

38. Josalyn O'Quinn v. Laugh Factory

Court	Los Angeles
Case No.	19STCV28155
Nature	Regular Rate Miscalculation, Wage Theft
Status	In Litigation

39. Nicholas Leon v. Miller Event Management

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

40. Aaris Watts v. TRL Systems

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

41. Faith Smith v. Island Pizza

Court	Contra Costa
Case No.	MSC19-01654
Nature	Meal/Rest Breaks, 226, 2802
Status	Settled

42. Johnathan Roa v. Otay Mesa Sales

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

43. Sabrina Ivon v. Sinclair Television of California

Court	Humboldt
Case No.	DR190699
Nature	Vaquero
Status	Settled

44. Jonathan Mitchell v. Mack Trucking

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

45. Curtis Edwards v. Resolve Group

Court	San Francisco
Case No.	CGC-19-579095
Nature	Meal & Rest Breaks + 2802
Status	In Litigation

46. Elena Kiseleva v. TotalMed Staffing, Inc

Court	Santa Clara
Case No.	19CV354635
Nature	Overtime + Meal and Rest Breaks
Status	Settled

47. Richard Jer Vang v. Bridge Property Management

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

48. Madison Marrero v. Stat Med

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

49. Brian Reyes v. Stowasser Buick-GMC

Court	Santa Barbara
Case No.	19CV06183

Nature	Vaquero
Status	Settled

50. Erik Foss v. Anderson Hospitality, Inc.

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

51. Griselda Duran v. EmployBridge

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

52. Luis Rendon v. Healthcare Investments, Inc.

Court	Los Angeles
Case No.	20STCV39775
Nature	Meal and Rest Breaks
Status	In Litigation

53. Richard Melead v. TVI, Inc.

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

54. David Spencer v. Asset Gas, Inc.

Court	San Diego
Case No.	37-2020-00024642-CU-OE-CTL
Nature	Meal and Rest Breaks
Status	Settled

55. Thomas Haven v. California Vocations, Inc.

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

56. Estefania Renteria v. Love's Country

Court	Kern
Case No.	BCV-20-101260

Nature	226
Status	In Litigation

57. Rachel Latin v. OneMain General Services Corp.

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

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

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

59. Jie Xu v. HT Multinational

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

60. Yvette Molina v. Hawaiian Airlines

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

61. Reinald Pillsbury v. T & T Restaurants CA

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

62. Luis de Jesus v. Guardian Angel Home Care

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

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

Court	Los Angeles
Case No.	20STCV25675
Nature	Regular Rate

Status	Settled
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64. Gabriel Mendez v. Bondz, Inc.

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

65. James Conley v. Siskiyou Forest Products

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

66. Alex Castellanos v. Southwest Patrol

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

67. Damien Hampton v. Pegasus Investors

Court	Sacramento
Case No.	34-2020-00281394-CU-BT-GDS
Nature	Unlawful Housing
Status	In Litigation

68. Tamara Perkins v. FSEI

Court	Sacramento
Case No.	34-2020-00287054
Nature	Regular Rate
Status	Settled

69. Rodney Stovall v. Javelin Logistics Company

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

70. Gabrielle Boyd v. Bluestone Lane Holdings, LLC

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

Status	Settled
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71. Elias Kaser v. Aviation Consultants, Inc.

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

72. Christopher Chacon v. Panda Motors, Inc.

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

73. Willie Lang v. Pathways

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

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

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

75. Daniel Jacobs v. Rush Media Company

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

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

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

77. Kevin Cianfarani v. Career Strategies Temporary, Inc. (MPI)

Court	Los Angeles
Case No.	
Nature	Off the clock work
Status	Settled

78. Hector Avitia v. LAZ Parking

Court	San Diego
Case No.	37-2020-00030133-CU-OE-CTL
Nature	Magadia + Augustus
Status	Litigation

79. Sukhraj Kaur v. ACES 2020, LLC

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

80. Boaventura v. Rei Do Gado

Court	Contra Costa
Case No.	37-2020-00032342-CU-OE-CTL
Nature	Meal/Rest Breaks, 2802
Status	Litigation

81. James Rachal v. ELG Metals, Inc.

Court	Los Angeles
Case No.	20STCV45861
Nature	Meal/Rest Breaks, Regular Rate
Status	Litigation

82. Evelyn Nwansi v. Princeton Healthcare Center, LLC

Court	Alameda
Case No.	RG20083664
Nature	Meal/Rest Breaks, Unpaid Overtime
Status	Litigation

83. Michael Ashlock v. Advantis Medical Staffing

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

84. Moe Popal v. Ameriprise Auto & Home Insurance

Court	Riverside
Case No.	RIC2000006
Nature	Exempt/Non-Exempt Misclassification
Status	Settled

85. Mark Williams v. Web to Door

Court	San Francisco
Case No.	CGC-20-588382
Nature	Meal and Rest Break + Regular Rate
Status	Litigation

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

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

87. Nicolas Neutall v. Urban Alchemy

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

88. Courteney Arneson v. Bahn Thai, Inc.

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

89. Carlos Cortez v. M & M Automotive Group, LLC.

Court	Alameda
Case No.	HG21086853
Nature	Violation of PAGA
Status	In Litigation

90. Christian Soltero v. Summit Pizza West, LLC

Court	San Diego
Case No.	37-2021-00001288-CU-OE-CTL
Nature	Meal/Rest Breaks, 2698
Status	Settled

91. Traci Pollinger v. Hoehn Motors, Inc.

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

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

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

93. Shasta Collins v. Hilton Management, LLC

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

94. Amanda Hernandez v. Parenting Network, Inc.

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

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

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

96. 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	In Litigation

97. Gabriel Guzman Jr. v. Vulcan Materials Company

Court	San Diego
Case No.	30-2021-00052064-CU-OE-CTL
Nature	Violation of PAGA
Status	In Litigation

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

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

99. Michael Harrington v. Genesis Private Security, Inc.

Court	Alameda
Case No.	RG21105476
Nature	Meal/Rest Breaks, Unpaid Overtime
Status	In Litigation

100. David Ezell v. Diab Leasing, Inc.

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

101. Joe Moreno v. Rambo, LLC

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

102. Noemy Flores v. Aven Group, Inc.

Court	Los Angeles
Case No.	21STCV36642
Nature	Meal/Rest Breaks, Unpaid Overtime
Status	In Litigation

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

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

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

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

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

Court	Alameda
Case No.	21CV003531
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	In Litigation

106. Jermell Jones v. Greenlawn Funeral Homes

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

107. Chanda Young v. Breakfast Republic

Court	Los Angeles
Case No.	21SMCV01447
Nature	2699, 201, 202, 203
Status	In Litigation

108. Jesus Marin v. Chipotle Services, LLC.

Court	San Diego
Case No.	37-2021-00051618
Nature	Meal/Rest Breaks, Unpaid Overtime
Status	In Litigation

109. Daniel Rosas v. WSD Engineering, Inc.

Court	Alameda
Case No.	RG21086699
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	In Litigation

110. Isaiah Davis v. RPM Juice, Inc.

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

EXHIBIT 4