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17 Attorneys for Plaintiff ABNER QUINCHO

18 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

19 **IN AND FOR THE COUNTY OF SAN BERNARDINO**

20 ABNER QUINCHO, on behalf of the State of  
21 California, as private attorney general,

22 Plaintiff,

23 vs.

24 CAFE RIO, INC., a Corporation; and DOES 1  
25 through 50, inclusive,

26 Defendants.

Case No. **CIVDS2011822**

**DECLARATION OF KYLE  
NORDREHAUG IN SUPPORT OF  
MOTION TO APPROVE PAGA  
SETTLEMENT**

Hearing Date: December 14, 2021

Hearing Time: 9:00 a.m.

Judge: Hon. Janet Frangie

Dept.: S29

Complaint Filed: May 29, 2020

Trial Date: Not Set

1 I, Kyle Nordrehaug, declare as follows:

2 1. I am the partner in the law firm of Blumenthal Nordrehaug Bhomwik De  
3 Blouw LLP, attorneys for Plaintiff Abner Quincho (“Plaintiff”). As such, I am fully familiar  
4 with the facts, pleadings and history of this matter. I am submitting this declaration in  
5 support of the Plaintiff’s Motion to Approve PAGA Settlement in this matter. The following  
6 facts are within my own personal knowledge, and if called as a witness, I could and would  
7 testify competently to the matters stated herein.

8 2. A true and correct copy of the fully executed PAGA Settlement Agreement  
9 (“Settlement Agreement”) with Defendant Cafe Rio, Inc. (“Defendant”) is attached as  
10 Exhibit #1. A proposed order approving the PAGA settlement is submitted herewith.

11 3. Plaintiff and Defendant agreed to mediate with Mark S. Rudy. Prior to the  
12 mediation, in order to evaluate the potential value of the claims, the Parties engaged in  
13 significant efforts to obtain the facts regarding the claims asserted, including the exchange of  
14 detailed statistical data regarding shifts worked by Plaintiff and the Aggrieved Employees,  
15 the production of hundreds of pages of relevant documents, and the exchange of detailed  
16 briefing and analysis in connection with the mediation. Plaintiff’s theory of PAGA liability  
17 as argued at mediation alleged that Defendant failed to pay for work done off the clock  
18 because, for example, Defendant texted employees during off hours regarding work-related  
19 issues. Plaintiff further alleges that Defendant failed to provide reimbursement for cell phone  
20 use in connection with these work-related communications. Plaintiff also alleges that  
21 Defendant violated meal and rest break laws, including that Defendant explicitly allowed  
22 employees to leave the work premises for meal periods but failed to include this freedom in  
23 the written rest period policy. Moreover, Defendant’s written rest period policy failed to  
24 expressly provide rest periods for every “major fraction” of a four hour work period.  
25 Instead, Defendant provided “a paid 10-minute rest break per 4 hour period of time worked.”  
26 Plaintiff also alleges that Defendant prohibited employees from possessing a cell phone  
27 during all working hours including during meal and rest periods. Plaintiff alleges that  
28 employees should have been free from Defendant’s control during meal and rest periods and

1 should have been allowed to make personal phone calls during their breaks if they chose to  
2 do so. Plaintiff also alleges that Defendant failed to provide all meal periods and, for those  
3 meal period violations that were paid with a penalty, the penalty payments were not paid at  
4 the regular rate. Plaintiff also alleges that Defendant provided inaccurate wage statements  
5 because, for example, Defendant inaccurately stated the Total Hours Worked by  
6 commingling non-working hours like holiday and meal penalty hours in the number.  
7 Plaintiff further alleges that Defendant also failed to list the hours and hourly rates for  
8 overtime wages paid to increase the regular rate based on bonus wages that were paid.  
9 Defendant denies all such allegations. On March 2, 2021, the Parties engaged in an all-day  
10 mediation session before Mediator Rudy, a respected and experienced mediator  
11 knowledgeable of both the wage and hour laws and representative claims at issue in this  
12 action. Through arm's-length negotiations with the assistance of the mediator at and after the  
13 mediation, the Parties reached an agreement to settle the PAGA claims in the Action which  
14 led to the signing of a Memorandum of Understanding memorializing the settlement.<sup>1</sup> The  
15 settlement was negotiated in light of all known facts and circumstances and the uncertainty  
16 associated with litigation – including the risk of Plaintiff not being able to maintain  
17 representative claims, the difficulty of proving Plaintiff's claims in a manageable trial, the  
18 merits of Defendant's potential defenses, and the significant delay and potential appellate  
19 issues inherent to litigation – and was reached after extensive arm's length negotiations, with  
20 the assistance of Mediator Rudy.

21 4. The claim before this court is the representative claim under PAGA on behalf  
22 of the State of California for civil penalties pursuant to the PAGA. The parties have agreed

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23 <sup>1</sup> As part of this Settlement, in addition to the Gross PAGA Settlement Amount, Defendant has  
24 agreed to pay Plaintiff a total of \$15,000 pursuant to a separate agreement in exchange for a general  
25 release of all individual claims arising out of employment with Defendant, including a waiver of any  
26 unknown claims pursuant to California Civil Code section 1542 ("Individual Settlement"). No  
27 Attorney's Fees will be paid to PAGA Counsel from the Individual Settlement. The Individual  
28 Settlement will cover all of Plaintiff's individual claims. (Settlement Agreement at §III(5)(b)). The  
individual claims were not at issue in this action and exist independent and apart from the PAGA  
claims at issue before the Court. *See Kim v. Reins Int'l Cal., Inc.*, 9 Cal. 5th 73, 80 (2020) (the  
"[s]ettlement of individual claims does not strip an aggrieved employee of standing, as the state's  
authorized representative, to pursue PAGA remedies" nor resolve the PAGA claims.).

1 to settle this PAGA claim in its entirety after investigation and arm's length mediation. The  
2 Settlement Agreement negotiated by the Parties provides for a "Gross PAGA Settlement  
3 Amount" payment in the amount of \$835,000 to resolve the PAGA Released Claims  
4 (hereinafter referred to as the "PAGA Settlement"). From this PAGA Settlement of  
5 \$835,000, there is a deduction of attorneys' fees in the amount of \$278,333 (which is one-  
6 third of the PAGA Settlement), reimbursement of incurred costs in an amount not to exceed  
7 \$30,000, and Settlement Administration Costs not to exceed \$15,000. (Settlement Agreement  
8 at §III(4)(b)-(c)).<sup>2</sup> After these deductions, the amount remaining is the "PAGA Payment",  
9 which is estimated to be \$511,667. Of the PAGA Payment amount, seventy-five percent  
10 (75%) will be paid to the LWDA and the remaining twenty-five percent (25%) will be paid  
11 to the Aggrieved Employees (Settlement Agreement at III(4)(a)(1)). "Aggrieved Employees"  
12 means all individuals Defendant employed in California and classified as non-exempt during the  
13 period from January 29, 2019 through and including April 2, 2021. The PAGA Period is the time  
14 period from January 29, 2019 through and including April 18, 2021. (Settlement Agreement at § I  
15 (2),(13)). The Individual PAGA Payment for each Aggrieved Employee shall be based on a  
16 pro rata share of the number of pay periods worked during the PAGA Period by each  
17 Aggrieved Employee divided by the total number of pay periods worked during the PAGA  
18 Period. (*Id.*) The PAGA Period is the time period from January 29, 2019 through and  
19 including April 18, 2021. (Settlement Agreement at § I(13)). Defendant has represented to  
20 PAGA Counsel the number of pay periods and Aggrieved Employees. Defendant represents  
21 that there are approximately 2,327 Aggrieved Employees who worked approximately 34,614  
22 pay periods during the PAGA Period. (Settlement Agreement at § 3(3)). Defendant provided  
23 PAGA Counsel with the confidential declaration as required by the Agreement. Upon entry

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24 <sup>2</sup> In the event that Court approval is required and a payment of less than One-Third of the Gross  
25 PAGA Settlement Amount in Attorneys' Fees or \$30,000 in Attorneys' Expenses to PAGA Counsel  
26 is approved, the unawarded difference will be added to the PAGA Payment and not to PAGA  
27 Counsel or the Defendant. (Settlement Agreement at III(4)(b)). In the event the Court approves less  
28 than \$15,000 to administer the settlement or if the actual cost to administer the settlement is less than  
\$15,000, the difference will be added to the PAGA Payment. (*Id.* at III(4)(c)). The payment of  
Attorneys' Fees shall be made 80% to Blumenthal Nordrehaug Bhowmik De Blouw LLP and 20%  
to Winston Law Group P.C. (Settlement Agreement at § III(4)(b)).

1 of final judgment, the Released Parties shall be entitled to a release from the State of  
2 California and the Aggrieved Employees only as to all PAGA claims that occurred during  
3 the PAGA Period that have been or could have been alleged under the PAGA based upon the  
4 allegations set forth in the operative complaint and the PAGA notice letters sent on  
5 Plaintiff's behalf, whether known or unknown, and whether anticipated or unanticipated, that  
6 accrued during the PAGA Period, including any alleged violations arising out of or relating  
7 to California Labor Code sections 201, 202, 203, 204, 210, 226, 226.7, 246, 248, 248.1,  
8 248.2, 510, 512, 558(a), 1194, 1197, 1197.1, 1198, 2698, *et seq.*, and 2802, and any  
9 provision of Industrial Welfare Commission Wage Order 5, as well as any other alleged  
10 violations of the Labor Code or any other applicable Industrial Welfare Commission Wage  
11 Order provisions (the "PAGA Released Claims")(Settlement Agreement at §III(5)(a)). The  
12 PAGA Released Claims expressly excludes claims for vested benefits, wrongful termination,  
13 unemployment insurance, disability, social security, workers' compensation, class claims,  
14 and PAGA claims outside of the PAGA Period. (*Id.*) The Settlement Agreement expressly  
15 confirms that "In no event shall the release of the PAGA Released Claims in this Settlement  
16 Agreement release any non-PAGA, individual claims of any Aggrieved Employees other  
17 than Plaintiff." (*Id.*)

18 5. Attorneys' fees equal to one-third of the Gross PAGA Settlement amount  
19 (\$278,333) and litigation expenses in an amount not to exceed \$30,000 will also be paid to  
20 PAGA Counsel as part of the settlement in accordance with California Labor Code §  
21 2699(g)(1) as set forth in the Settlement Agreement.<sup>3</sup> Lastly, payment to the Settlement  
22 Administrator in an amount not to exceed \$15,000 to perform the administrative duties to  
23 distribute the settlement money shall also be paid.

24 6. As experienced counsel, we believe that the PAGA Settlement is fair and  
25 reasonable and therefore should be approved in light of Defendant's potential defenses to the  
26 violations at issue, the risks and costs of continued litigation. The Labor and Workforce  
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28 <sup>3</sup> As set forth below, PAGA Counsel incurred costs in the current amount of \$14,045.46, which is less than the cost allocation in the Settlement Agreement.

1 Development Agency has released data on PAGA settlement amounts. After removing the  
2 outliers at the low and high end, the average total amount for a PAGA settlement was  
3 approximately \$10,000 per settlement. Here, the Gross PAGA Settlement Amount of  
4 \$835,000 is significantly more and constitutes approximately \$24 per pay period. This  
5 PAGA Settlement amount compares favorably to the estimated amount of PAGA penalties.  
6 With the assistance of an expert, Plaintiffs calculated that the maximum amount of statutory  
7 PAGA civil penalties was potentially \$3,461,400 based on 34,614 pay periods.<sup>4</sup> Importantly,  
8 however, these calculations were performed at the maximum statutory rate for the penalties,  
9 when in fact, it is likely that any penalties awarded would be at a lower rate. California  
10 Labor Code Section 2699(e)(1) permits a Court to award a lesser amount than the maximum  
11 civil penalty if based on the facts and circumstances to do otherwise would result in an award  
12 that is "unjust, arbitrary and oppressive or confiscatory." In *Carrington v. Starbucks Corp.*,  
13 30 Cal. App. 5th 504 (2018), the Court of Appeal affirmed a judgment after trial which only  
14 provided for a PAGA penalty of \$5 per pay period. Therefore, at trial, any PAGA penalties  
15 awarded could be significantly less than Plaintiffs' calculation even where Plaintiffs  
16 prevailed on the PAGA claim. If the amount of \$5 per pay period from *Carrington v.*  
17 *Starbucks* is used, the potential recovery of civil penalties would be only \$173,070, which is  
18 less than this settlement provides.

19 7. Here, Plaintiff would need to prove that each Aggrieved Employee suffered a  
20 violation for each period the employee worked in relation to meal or rest period violations,  
21 failure to pay minimum or overtime wages, failure to provide accurate itemized wage  
22 statements, failure to pay wages when due, and failure to reimburse for required expenses.  
23 Defendant maintains that Plaintiff and the Aggrieved Employees were properly  
24 compensated, and that Defendant did not violate the Labor Code. Accordingly, Defendant  
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26 <sup>4</sup> Stacking is where more than one civil penalty is imposed in a pay period for the same conduct.  
27 The valuation of \$3,461,400 is the civil penalty amount without stacking. If stacking is permitted,  
28 then the valuation increases with each additional penalty added to each pay period. Plaintiff,  
however, is not aware of any PAGA award which permitted stacking and in the cases cited herein,  
only one penalty per pay period was assessed.

1 disputes and denies Plaintiff's allegations and claims asserted in the complaint which are  
2 resolved by the Settlement Agreement. Defendant asserted additional defenses to the PAGA  
3 claim, not only as to liability but also as to the amount of the penalties. Defendant could  
4 argue that no penalties prior to the PAGA notification should be awarded because the  
5 violations were not intentional, and at least one court has so ruled. These defenses present a  
6 risk to the PAGA claim and the potential that some or all of the PAGA penalties sought may  
7 not be awarded. Given Defendant's potential defenses to the violations at issue, the risks and  
8 costs of continued litigation, Plaintiff and his attorneys believe that the PAGA Settlement is  
9 fair and reasonable. The PAGA Settlement, along with the other terms of the proposed  
10 settlement, were negotiated by experienced counsel at arm's length with the assistance of a  
11 private mediator, Mark S. Rudy. As set forth in the accompanying proof of service, the  
12 LWDA has been provided notice of this motion and the PAGA settlement. The decision of  
13 the LWDA to accept the PAGA settlement and not oppose the motion should be given  
14 considerable weight. This is not a situation where the Court needs to be concerned about the  
15 rights of absent employees as in a class settlement, as this PAGA-only settlement does not  
16 release the individual claims of absent employees, and the LWDA is a sophisticated  
17 government entity that is more than able to look out for its own rights.

18 8. PAGA Counsel seek approval of attorneys' fees from the PAGA settlement in  
19 the amount of \$278,333 representing one-third of the \$835,000 Gross PAGA Settlement  
20 Amount. The payment of attorneys' fees and costs to Plaintiff's Counsel under the  
21 Settlement Agreement is supported by several factors. First, the requested fees are justified  
22 by the result achieved. PAGA Counsel negotiated a recovery of \$835,000, and this result  
23 justifies the requested fees equal to one third of this recovery. This percentage is within the  
24 standard contingent recovery percentage of one-third, and this percentage is what was  
25 expressly approved by the Supreme Court in *Laffitte v. Robert Half Int'l Inc.*, 1 Cal.5th 480,  
26 504, (2016). Second, the fee award is justified by the work performed. As detailed in the  
27 Declaration of David Winston at ¶28 and below, the requested fee award is equivalent to  
28 PAGA Counsel's current lodestar of \$118,463 with a reasonable multiplier of 2.3, with

1 significant additional work to be performed such that the multiplier will ultimately be less.  
2 Third, consideration of the enhancement factors justify the enhancement of the lodestar.  
3 Courts multiply the lodestar by a factor to account for the risk of non-payment, delay in  
4 payment, the quality of work, and the novelty and difficulty of the issues involved. As  
5 detailed in the accompanying billing statement, a true and correct copy of which is attached  
6 hereto as Exhibit #2, the current lodestar for my firm in this matter as of November 12, 2021  
7 is \$104,488 for more than 172 hours of work prosecuting the claims being resolved by this  
8 Settlement. This time does not include my time on this motion incurred after the billing was  
9 finalized and the time spent managing the completion of the settlement, which I estimate will  
10 add \$30,000 to \$20,000 in additional lodestar.

11 9. The award of litigation expenses is based upon the actual expenses incurred by  
12 Plaintiff and PAGA Counsel, which currently are \$14,045.46. Under the Settlement  
13 Agreement, PAGA Counsel will be recovering litigation expenses in the total amount of  
14 \$14,045.46 which is less than the \$30,000 allocation for costs in the Settlement Agreement,  
15 so the difference of \$15,954.54 will be added to the PAGA Payment amount. The litigation  
16 expenses incurred by my firm in the amount of \$14,045.46 were all reasonably necessary to  
17 the litigation, and are detailed in Exhibit #2 attached hereto.

#### 18 19 Experience and Qualifications

20 10. I have represented hundreds of thousands of employees in hundreds of legal  
21 matters, including PAGA lawsuits and hundreds of employment class actions. Blumenthal  
22 Nordrehaug Bhowmik De Blouw LLP's practice is devoted almost entirely to the  
23 prosecution of wage and hour class action and PAGA action matters. The attorneys at  
24 Blumenthal Nordrehaug Bhowmik De Blouw LLP have been appointed lead counsel in  
25 hundreds of contested motions for class certification including many consolidated wage and  
26 hour matters.

27 (a) Blumenthal Nordrehaug Bhowmik De Blouw LLP was responsible for  
28 handling the briefing and argument that resulted in the landmark ruling of *Sakkab v.*

1 *Luxottica Retail N. Am., Inc.*, 803 F.3d 425 (9th Cir. 2015). There, Blumenthal Nordrehaug  
2 Bhowmik De Blouw LLP overcame opposition by Littler Mendelson and amici Curiae briefs  
3 submitted by Mayer Brown LLP to persuade the Ninth Circuit of the importance of the  
4 substantive rights of the State of California under the California Private Attorney General  
5 Act of 2004 ("PAGA"). Blumenthal Nordrehaug Bhowmik De Blouw LLP took the lead on  
6 this case where the ruling was the reaffirmation of the PAGA statute and the *Iskanian* rule.  
7 Blumenthal Nordrehaug Bhowmik De Blouw LLP also has recently engaged in noted  
8 appellate work on the subject of class actions in the California Court of Appeals resulting in  
9 the opinions handed down in *Securitas Sec. Services USA, Inc. v. Superior Court*, 234 Cal.  
10 App. 4th 1109, 184 Cal. Rptr. 3d 568 (2015) (class or representative action waiver in an  
11 employment-related arbitration agreement was unenforceable); *Altman v. Solarcity Corp.*,  
12 No. D067582, 2016 Cal. App. Unpub. LEXIS 3536 (Ct. App. May 13, 2016) (same). In  
13 2015, Blumenthal Nordrehaug Bhowmik De Blouw LLP received an award from the Daily  
14 Journal for Top Appellate Reversal, and I received an award from the Daily Journal as Top  
15 Labor & Employment Attorney 2016.

16 (b) Blumenthal Nordrehaug Bhowmik De Blouw LLP has litigated  
17 hundreds of PAGA claims. In particular, in the last few years Blumenthal Nordrehaug  
18 Bhowmik De Blouw LLP negotiated court-approved PAGA settlements with: (i) Mattress  
19 Firm in the amount of \$3,750,000 (*Miller v. Mattress Firm*, Santa Clara County Superior  
20 Court Case No. 17CV313148); (ii) CH Robinson in the amount of \$630,000 (*Poublon v.*  
21 *C.H. Robinson*, U.S.D.C. Central District of California Case No. 12-06654); (iii) Accentcare  
22 in the amount of \$500,000 (*Lanuza v. Accentcare*, San Francisco Superior Court Case No.  
23 CGC-18-565521); (iv) Prime Healthcare in the amount of \$700,000 (*Ortega v. Prime*  
24 *Healthcare Paradise Valley, LLC*, Superior Court of California for the County of San Diego,  
25 Case No. 37-2014-00011240); (v) Planet Beauty in the amount of \$200,000 (*Sanchez v.*  
26 *Beena Beauty Holding, Inc.*, Superior Court of California for the County of Los Angeles,  
27 Case No. BC566065); (vi) Holman Automotive Group in the amount of \$580,000 (*Gabriel v.*  
28 *KUNI SDI, LLC, et al.*, Superior Court of California for the County of San Diego, Case No.

1 37-2017-00025191); (vii) Aircraft Service International in the amount of \$1,100,000 (*Martin*  
2 *v. Aircraft Service International, Inc., et al.*, Superior Court of California, County of San  
3 Francisco Case No. CGC-18-566072); and, Easy Driving School in the amount of \$896,000  
4 (*Thomas v. Easy Driving School*, Superior Court fo the County of San Diego Case No. 37-  
5 2018-00047639). Based upon our significant experience litigating claims for PAGA  
6 penalties, the opinion of experience counsel is that this is an excellent settlement and the  
7 PAGA Payment here is greater on a per pay period basis than similar settlements that  
8 Plaintiff's Counsel has negotiated and courts have approved.

9 (c) Then Chief Judge Irma Gonzales in a consolidated class action  
10 representing hundreds of armed forces officers held that Blumenthal Nordrehaug Bhowmik  
11 De Blouw LLP was "qualified counsel with extensive experience in class action litigation."  
12 *McPhail v. First Command Fin. Planning, Inc.*, 247 F.R.D. 598, 611 (S.D. Cal. 2007).  
13 Examples of other contested actions where class certification was granted Blumenthal  
14 Nordrehaug Bhowmik De Blouw LLP was appointed lead class counsel in wage and hour  
15 class actions in Federal Court include *Schulz v. Qualxserv, LLC*, 2012 U.S. Dist. LEXIS  
16 58561 (S.D. Cal. 2012); *Dobrosky v. Arthur J. Gallagher Serv. Co., LLC*, No. EDCV 13-  
17 0646 JGB (SPx), 2014 U.S. Dist. LEXIS 106345 (C.D. Cal. July 30, 2014); *Culley v.*  
18 *Lincare Inc.*, No. 2:15-cv-00081-MCE-CMK, 2016 U.S. Dist. LEXIS 105704 (E.D. Cal.  
19 Aug. 10, 2016); *Nelson v. Avon Prods.*, No. 13-cv-02276-BLF, 2015 U.S. Dist. LEXIS  
20 51104 (N.D. Cal. Apr. 17, 2015); *Orozco v. Illinois Tool Works*, U.S.D.C. Case No. 14-cv-  
21 02113-MCE, 2016 U.S. Dist. LEXIS 158115 (E.D. Cal. February 17, 2017); *Metrow v.*  
22 *Liberty Mutual*, U.S.D.C. Case No. EDCV 16-1133 JGB (C.D. Cal. May 1, 2017). Some  
23 examples of heavily contested State Court wage and hour class actions where class  
24 certification was obtained and BNBD was appointed lead class counsel include *El Pollo*  
25 *Loco Wage and Hour Cases*, Orange County Superior Court, JCCP Case No. 4957 (July 30,  
26 3018); *Torrento v. Lucile Packard Children's Hospital*, Santa Clara County Superior Court  
27 Case No. 2016-1-CV-291035 (July 17, 2018); *Salem v. Alliance*, San Bernadino Superior  
28 Court, Case No. CIVRS1401129 (March 8, 2016); *Rivers v. Veolia*, Sonoma County

1 Superior Court Case No. SCV 255350 (March 9, 2016); *Mathies v. Union Bank*, San  
2 Francisco Superior Court Case No. CGC-10-498077 (Sept. 11, 2013); *Jefferson v. Bottling*  
3 *Co, LLC*, Orange County Superior Court Case No. 30-2009-00180102-CU-OE-CXC (Sept.  
4 7, 2010); *Rangel v. Balboa Ambulance Co.*, 37-2008-00095700-CU-BT-CTL (Fe. 11, 2010);  
5 *Tan v. CSAA*, Orange County Superior Court, Case No. 30-2008-00231219 (Nov. 23, 2009).

6 (c) Over the course of the litigation, a number of attorneys in my firm have  
7 worked on this matter. Their credentials are reflected in the Blumenthal Nordrehaug  
8 Bhowmik De Blouw LLP firm resume, a true and correct copy of which is attached hereto as  
9 Exhibit #3. Some of the major cases our firm has undertaken are also set forth in Exhibit #3.  
10 The bulk of the attorneys involved in this matter at Blumenthal Nordrehaug Bhowmik De  
11 Blouw LLP have had extensive representative and class litigation experience, much of it in  
12 the area of consumer class actions, employment class actions, securities litigation, unfair  
13 business practices and other complex litigation. The attorneys at my firm have extensive  
14 experience in cases involving labor code violations and overtime claims. Class Counsel has  
15 litigated similar wage and hour cases against other employers on behalf of employees,  
16 including cases against Securitas, Okta, El Pollo Loco, Automobile Association, Marriott,  
17 Total Renal, Solarcity, Penske, Universal Protection Services, Panda Express, Redfin,  
18 Instacart, Verizon, Apple, Wells Fargo, Kaiser, Culinart, Space Exploration, Time Warner,  
19 and California State Automobile Association. It is this level of experience which enabled the  
20 firm to undertake the instant matter and to successfully combat the resources of the  
21 defendants and their capable and experienced counsel. On account of the concerted and  
22 dedicated effort this case required in order to properly handle and prosecute, Class Counsel  
23 were precluded from taking other cases, and in fact, had to turn away other potential fee  
24 generating cases.

25 12. The hourly rates for staff at Blumenthal Nordrehaug Bhowmik De Blouw LLP  
26 are as follows: Partner Attorneys from \$495 to \$795, Associate Attorneys from \$475 to  
27 \$575, Paralegals from \$250 to \$275. The rates charged by my firm are in line with the  
28 prevailing rates of attorneys in the local legal community for similar work and, if this were a

1 commercial matter, these are the charges that would be made and presented to the client.  
2 These hourly rates have been approved by Court's throughout California, including the  
3 Courts in the Superior Court of California. In fact, on August 1, 2018, District Judge Andre  
4 Birotte Jr. explicitly found that Class Counsel's "rates generally appear reasonable and 'in  
5 line with those prevailing in the [relevant] community'—the Central District of California".  
6 Finally, the reasonableness of Class Counsel's hourly rates is further confirmed by  
7 comparing such rates with the rates of comparable counsel practicing complex and class  
8 litigation as detailed in the National Law Journal Billing Survey. See e.g. *Zest IP Holdings,*  
9 *LLC v. Implant Direct MFG., LLC*, 2014 U.S. Dist. LEXIS 167563 (S.D. Cal. 2014) (finding  
10 that "Mayer Brown's \$775 average billing rate for partners" and "Mayer Brown's \$543  
11 average associate billing rate" are reasonable rates when compared within 21 other firms  
12 practicing in the Southern District of California.) This survey is useful to show that Class  
13 Counsel's rates are in line with the comparable rates of the defense counsel that opposes  
14 these types of class claims, such as Mayer Brown noted above who is defense counsel in  
15 cases currently being prosecuted by Class Counsel. In another example, Sheppard Mullin  
16 Richter & Hampton, who is opposing counsel in many cases prosecuted by Class Counsel  
17 (one of the most frequent opposing counsel), charges rates as high as \$875 for partners and  
18 \$535 for associates. Similarly, Paul Hastings, another opposing counsel in these types of  
19 cases, charges between \$900 and \$750 for partners and \$755 and \$335 for associates. Thus,  
20 the rates charged by my firm for comparable work are less than these examples, and are  
21 therefore undoubtedly reasonable.

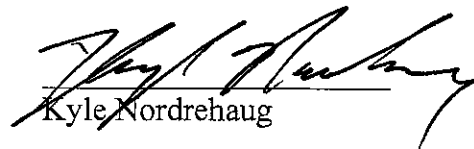
22 13. Related Cases - I am not aware of any other PAGA cases which would be  
23 impacted by this settlement.

24 14. LWDA - The PAGA Notices sent to the LWDA are attached hereto as Exhibits  
25 #4 and 5. In addition, the LWDA is being served with this motion which includes the  
26 Settlement Agreement.

27 15. Settlement Administration – Simpluris was selected as the Administrator based  
28 upon the lowest estimate. A true and correct copy of the estimate from Simpluris is attached

1 hereto as Exhibit #6, and the estimate provides for Settlement Administration Costs in the  
2 amount of \$11,386.

3 I declare under penalty of perjury under the laws of the State of California that the  
4 foregoing is true and correct. Executed this 15th day of November, 2021, at San Diego,  
5 California.

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8 Kyle Nordrehaug  
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**EXHIBIT #1**

## **LABOR CODE PRIVATE ATTORNEYS GENERAL ACT (“PAGA”)**

### **SETTLEMENT AGREEMENT AND RELEASE**

This PAGA Settlement Agreement (“Settlement Agreement”) is made and entered into between Plaintiff Abner Quincho (“Plaintiff”) acting in his private attorney general capacity, and Defendant Cafe Rio, Inc. (“Defendant”).

#### **I. DEFINITIONS**

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

1. “Action” means the PAGA representative action entitled *Quincho v. Cafe Rio, Inc.*, San Bernardino County Superior Court Case No. CIVDS2011822.

2. “Aggrieved Employees” means all individuals Defendant employed in California and classified as non-exempt during the period from January 29, 2019 through and including April 2, 2021.

3. “Aggrieved Employee List” means the spreadsheet containing the list of Aggrieved Employees with their social security numbers, last known addresses, and their dates of employment and/or pay periods worked as an Aggrieved Employee during the PAGA Period.

4. “Court” means the Superior Court of California, County of San Bernardino.

5. “Effective Date” means the date on which the Court enters the Order Granting Settlement Approval and Judgment.

6. “Individual PAGA Payment” means the amount to be paid to each of the Aggrieved Employees out of the 25% allocation of the PAGA Payment under Labor Code section 2699 with such individual shares to be based on a pro rata share of the number of pay periods worked during the PAGA Period by each Aggrieved Employee divided by the total number of pay periods worked during the PAGA Period. The Individual PAGA Payment shall be treated entirely as civil penalties (non-wages), for which the settlement administrator will issue Form 1099s to the extent required by law.

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

8. “Gross PAGA Settlement Amount” means the total sum of \$835,000 for payment of the PAGA Payment, Settlement Administration Costs, Attorneys’ Fees, and the Attorneys’ Expenses. The Gross PAGA Settlement Amount shall be all-in with no reversion to Defendant, and in no event shall Defendant be responsible for paying more than the Gross PAGA Settlement Amount.

9. “Motion for Settlement Approval and Judgment” means the motion and supporting papers, including this Settlement Agreement and a proposed order granting settlement approval and judgment consistent with the terms of this Settlement, prepared by PAGA Counsel and reviewed and approved by Defendant. Concurrently with this motion, PAGA Counsel may also seek court approval of an award of Attorneys’ Fees and Attorneys’ Expenses. If the amount of Attorneys’ Fees and Attorneys’ Expenses PAGA Counsel requests are consistent with the terms of this Settlement Agreement, then Defendant will take no position.

10. “Order Granting Settlement Approval and Judgment” means the Order entered by the Court in the Action following the filing of the Motion for Settlement Approval and Judgment and the hearing to approve said motion, *inter alia*: (1) approving the terms and conditions of this Settlement Agreement, including the payments and the release of claims as set forth herein; (2) approving the amount of Attorneys’ Fees and Attorneys’ Expenses to be awarded to PAGA Counsel and the Settlement Administration Costs; and (3) dismissing the Action with prejudice and entering judgment in the Action pursuant to and consistent with the terms and conditions of this Settlement Agreement.

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

12. “PAGA Payment” means the portion of the Gross PAGA Settlement Amount (after deducting the payment of Settlement Administration Costs, Attorneys’ Fees, and the Attorneys’ Expenses) that represents the amount payable under this Settlement Agreement for PAGA civil penalties, which shall be paid 25% to the Aggrieved Employees (the Individual PAGA Payment) and 75% to the LWDA. The portion of the PAGA Payment payable to the Aggrieved Employees shall be treated entirely as civil penalties (non-wages), for which the settlement administrator will issue Form 1099s to the extent required by law.

13. “PAGA Period” means the time period from January 29, 2019 through and including April 18, 2021.

14. “PAGA Counsel” means the law firms of Blumenthal Nordrehaug Bhowmik De Blouw LLP and Winston Law Group, PC.

15. “Parties” means Plaintiff Abner Quincho and Defendant Cafe Rio, Inc.

16. “Released Party” or “Released Parties” means Defendant Cafe Rio, Inc., which includes any of its affiliates, divisions, subsidiaries, parents, owners, predecessors, any merged entity or merged entities and/or any of their present and former agents, officers, directors, employees, stockholders, members, partners, successors in interest, insurers, trustees, administrators, executors, representatives, principles, and assigns.

17. “Settlement Administrator” means Simpluris, as approved by the Court.

## **II. RECITALS**

1. On January 2, 2020, Plaintiff submitted a notice letter to the LWDA alleging violations of Labor Code §§ 201, 202, 203, 204, 210, 226(a), 226.7, 510, 512, 558(a)(1)-(2), 1194, 1197, 1197.1, 1198, 2802 and the applicable IWC Wage Order(s).

2. On May 29, 2020, Plaintiff filed a PAGA Representative Action Complaint in San Bernardino County Superior Court alleging a single cause of action for Civil Penalties Pursuant to Labor Code § 2699, *et seq.* for violations of Labor Code §§ 201, 202, 203, 204, 210, 226(a), 226.7, 510, 512, 558(a)(1)-(2), 1194, 1197, 1197.1, 1198, 2802 and the applicable IWC Wage Order(s).

3. On March 2, 2021, the Parties engaged in a mediation session before mediator Mark S. Rudy. Through arm's-length negotiations with the assistance of the mediator, the Parties reached an agreement to settle the Action which led to the signing of a Memorandum of Understanding.

4. On June 24, 2021, Plaintiff submitted an amended notice letter to the LWDA alleging additional Labor Code violations for: unpaid wages due to donning/doffing; failure to pay sick leave at the appropriate rate; failure to accurately list total hours worked on employees' wage statements; and failure to list the start date of the pay period on employees' wage statements.

5. On September 27, 2021, Plaintiff filed the First Amended Representative Action Complaint.

6. As a result of the settlement, the Parties have agreed to fully and finally resolve the PAGA Released Claims alleged in the Action pursuant to this Settlement Agreement.

## **III. OPERATIVE TERMS OF SETTLEMENT AGREEMENT**

The Parties agree as follows:

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

Nothing in this Settlement Agreement, nor any action taken in the implementation thereof, nor any statements, discussions or communications, nor any materials prepared, exchanged, issued or used during the course of the negotiations leading to this Settlement Agreement, is intended by the Parties to constitute, nor will any of the foregoing constitute, be introduced, be used or be admissible in any way in this case or any other judicial, arbitral,

administrative, investigative or other forum or proceeding as evidence of any violation of any federal, state, or local law, statute, ordinance, regulation, rule or executive order, or any obligation or duty at law or in equity, by Defendant or any other Released Party. The Parties themselves agree not to introduce, use, or admit this Settlement Agreement, directly or indirectly, in this case or any other judicial, arbitral, administrative, investigative or other forum or proceeding, as purported evidence of any violation of any federal, state, or local law, statute, ordinance, regulation, rule or executive order, or any obligation or duty at law or in equity, or for any other purpose. Notwithstanding the foregoing, this Settlement Agreement may be used, offered, or received in evidence in any proceeding before any court that has as its purpose the interpretation, implementation, or enforcement of this Settlement Agreement or any orders or judgments of the Court entered in connection with the Settlement Agreement.

None of the documents produced or created by Defendant or any other Released Party, Plaintiff or the Aggrieved Employees in connection with the claims procedures or claims resolution procedures constitute, and they are not intended to constitute, an admission by Defendant or any other Released Party of any violation of any federal, state, or local law, statute, ordinance, regulation, rule or executive order, or any obligation or duty at law or in equity.

Neither this Settlement Agreement nor any settlement documents the Parties prepare shall be construed or interpreted or intended as an admission that this Action, in whole or in part, may proceed on a representative basis under the PAGA.

2. Timing. Within thirty (30) days after the Effective Date of this settlement, Defendant will provide the Aggrieved Employee List to the Settlement Administrator. Within forty-five (45) days after the Effective Date of this settlement, Defendant shall wire to the Settlement Administrator \$835,000 as the Gross PAGA Settlement Amount. Within fifteen (15) days after receiving the Gross PAGA Settlement Amount from Defendant, the Settlement Administrator will calculate the Individual PAGA Payments for each Aggrieved Employee and will provide to Defendant a report listing the amount of all payments to be made under the Settlement Agreement, including each Individual PAGA Payment to each Aggrieved Employee. Within twenty (20) days after receiving the Gross PAGA Settlement Amount from Defendant, but not before providing Defendant with the report specified in this paragraph, the Settlement Administrator will distribute and pay all amounts called for under this Settlement Agreement, including the portion of the PAGA Payment to the LWDA, the portion of the PAGA Payment representing the Individual PAGA Payments to the Aggrieved Employees, Attorneys' Fees, Attorneys' Expenses, and the Settlement Administration Costs.

3. PAGA Demographics. Defendant has represented that the Aggrieved Employees consist of approximately 2,327 employees who collectively worked 34,614 pay periods during the PAGA Period. Defendant will provide PAGA Counsel a declaration under oath verifying the financial distress Defendant claimed was caused by the pandemic and the number of Aggrieved Employees and pay periods worked during the PAGA Period prior to the filing of the Motion for Settlement Approval and Judgment. The Gross PAGA Settlement Amount will increase by 1% for each percent the amount of pay periods reported by Defendant to the Settlement Administrator exceeds more than a 10% increase over 34,614 pay periods, *i.e.*, an 11% increase

in pay periods will result in an increase of the Gross PAGA Settlement Amount by 1%, and a 12% increase in pay periods will result in an increase of the Gross PAGA Settlement Amount by 2%.

4. Payments From the Gross PAGA Settlement Amount. The Parties agree to the following allocations to be paid from the Gross PAGA Settlement Amount:

a. PAGA Payment: The PAGA Payment is the total of the Gross PAGA Settlement Amount, less the payments for the Attorneys' Fees, Attorneys' Expenses, and the Settlement Administration Costs, which shall be paid in full settlement of the PAGA Released Claims. Should the amount of the PAGA Payment increase or decrease, the amount to be distributed shall be adjusted according to the changes made by the Court. The PAGA Payment will be subject to Court approval consistent with Labor Code § 2699. Upon approval, the PAGA Payment shall be distributed as follows:

- (1) One Hundred Percent (100%) of the PAGA Payment shall be paid as a Labor Code section 2699 payment with 75% of this amount being paid to the LWDA and 25% being paid to the Aggrieved Employees as their Individual PAGA Payments. Each Individual PAGA Payment shall be based on a pro rata share of the number of pay periods worked during the PAGA Period by each Aggrieved Employee divided by the total number of pay periods worked during the PAGA Period. This amount shall constitute resolution of all remedies available under Labor Code section 2699, and preclude pursuit by Aggrieved Employees and/or the State of California of any PAGA Released Claims.
- (2) One Hundred Percent (100%) of the Individual PAGA Payments set forth in section 4(a)(1) will be treated as civil penalties and reported on IRS Form 1099s to the extent required by law. The Parties expressly acknowledge and agree that all payments under this Settlement Agreement as PAGA Payments are attributable as civil penalties. None are attributable as wages. Accordingly, the Parties acknowledge and agree that Defendant is not responsible for any employer-side taxes in connection with any PAGA Payments under this Settlement Agreement.

b. Attorneys' Fees and Attorneys' Expenses: One-Third of the Gross PAGA Settlement Amount, which is presently \$278,333, shall be paid to PAGA Counsel for payment of Attorneys' Fees, and up to \$30,000 shall be paid to PAGA Counsel for Attorneys' Expenses as set forth in the clients' billing statement (pursuant to Declarations by PAGA Counsel) in prosecuting the PAGA claims. Defendant shall not oppose Plaintiff's request for Attorneys' Fees and Attorneys' Expenses in these amounts. In the event that Court approval is required and a payment of less than One-Third of the Gross PAGA Settlement Amount in Attorneys' Fees or \$30,000 in Attorneys' Expenses to PAGA Counsel is approved, the unawarded difference will be added to the PAGA Payment and not to PAGA Counsel or the Defendant. Payment of the

Attorneys' Fees and Attorneys' Expenses will be reported on IRS Form 1099 issued to PAGA Counsel and to Plaintiff. Plaintiff and PAGA Counsel agree not to seek to revoke, rescind, or back out of this settlement if the Court reduces or rejects PAGA Counsel's requested Attorney's Fees and/or Attorneys' Expenses allocation. PAGA Counsel agree not to appeal any reduction in the award of Attorneys' Fees and/or Attorneys' Expenses by the Court. Except as set forth herein, each party shall bear their own costs and fees of the Action. The payment of Attorneys' Fees shall be made 80% to Blumenthal Nordrehaug Bhowmik De Blouw LLP and 20% to Winston Law Group, PC. The Attorneys' Expenses shall be allocated based upon the costs incurred by each PAGA Counsel as set forth in their declarations for the approval of Attorneys' Expenses.

c. Settlement Administration Costs: A third-party Settlement Administrator shall be selected after receipt of bids and shall be mutually agreed to by the Parties. Administration costs shall not exceed the estimate of the Settlement Administrator to administrate the settlement. Administration Costs shall include the cost of the Settlement Administrator selected by the Parties to administer the settlement in the amount of up to \$15,000. In the event that Court approval of these payments is required and a payment of less than \$15,000 is approved, or if the actual cost to administer the settlement is less than \$15,000, the difference will be added to the PAGA Payment.

d. Representative PAGA Release. In his capacity as a private attorney general "aggrieved employee" acting on behalf of himself, the State of California and the Aggrieved Employees, and in consideration of the PAGA Payment and the payment to PAGA Counsel for Attorneys' Fees and Attorneys' Expenses, upon entry of the Judgment, Plaintiff will release Defendant from any and all PAGA Released Claims.

## 5. PAGA Released Claims.

a. The PAGA release includes all current and former Aggrieved Employees who worked for Defendant in California classified as non-exempt during the PAGA Period. Upon the Effective Date, the Defendant shall be entitled to a release from all PAGA claims that occurred during the PAGA Period that have been or could have been alleged under the PAGA based upon the allegations set forth in the operative complaint and the PAGA notice letters sent on Plaintiff's behalf, whether known or unknown, and whether anticipated or unanticipated, that accrued during the PAGA Period, including any alleged violations arising out of or relating to California Labor Code sections 201, 202, 203, 204, 210, 226, 226.7, 246, 248, 248.1, 248.2, 510, 512, 558(a), 1194, 1197, 1197.1, 1198, 2698, *et seq.*, and 2802, and any provision of Industrial Welfare Commission Wage Order 5, as well as any other alleged violations of the Labor Code or any other applicable Industrial Welfare Commission Wage Order provisions ("PAGA Released Claims"). These claims Plaintiff releases in his representative capacity as a proxy for the LWDA, the State of California, and as a private attorney general "aggrieved employee" acting on behalf of himself and the Aggrieved Employees for civil penalties under the PAGA. The release as to the State of California and Aggrieved Employees only covers claims that arise under the Private Attorneys General Act that occurred during the PAGA Period, and does not cover any Aggrieved Employee's individual underlying Labor Code claims. The release expressly

excludes claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, class claims, and PAGA claims outside of the PAGA Period. **In no event shall the release of the PAGA Released Claims in this Settlement Agreement release any non-PAGA, individual claims of any Aggrieved Employees other than Plaintiff.**

b. As part of this Settlement, Defendant has agreed to pay Plaintiff an Individual Settlement Payment of \$15,000 pursuant to a separate individual agreement in exchange for a general release of all individual claims arising out of employment with Defendant, including a waiver of any unknown claims pursuant to California Civil Code section 1542. Plaintiff represents that he does have individual claims other than his PAGA claim which Plaintiff is separately settling. *See Kim v. Reins International California, Inc.*, 9 Cal.5th 73, 81 (2020) ("A PAGA claim is legally and conceptually different from an employee's own suit for damages and statutory penalties."). PAGA Counsel will file a declaration with the court disclosing the consideration given for settling these individual claims and confirming that the consideration is unrelated to and separate from the settlement of Plaintiff's PAGA claim. PAGA Counsel is not receiving any additional attorneys' fees or cost reimbursement as a result of the Individual Settlement Payment.

6. Covenants and Representations by Plaintiff and PAGA Counsel.

a. Plaintiff represents and warrants that he has not assigned or transferred or purported to assign or transfer to any person or entity, any claim or portion thereof, or interest therein, which is or may be subject to this Settlement Agreement.

b. Plaintiff acknowledges that he has read this Settlement Agreement, that he fully understands his rights, privileges and duties under the Settlement Agreement, and enters into this Settlement Agreement freely and voluntarily. Plaintiff further acknowledges that he had the opportunity to consult with his attorneys to explain the terms of this Settlement Agreement and the consequences of signing this Settlement Agreement.

c. Plaintiff further agrees to seek a Judgment in the Action on the PAGA Released Claims.

7. Confidentiality/No Publicity. Plaintiff and PAGA Counsel shall exercise strict confidentiality over the existence of and the terms of this Settlement Agreement until it is filed in court with the Motion for Settlement Approval and Judgment, and thereafter, neither Plaintiff nor PAGA Counsel (and any attorneys of staff associated with their practices) shall provide any information to the press or third-parties (including in response to any inquiries from the press or third-parties) or otherwise publicize or cause to be publicized (either through press releases, website postings, etc.) anything about this Action or the Settlement Agreement, and affirmatively represent that they have not do so prior to signing this Settlement Agreement. If Plaintiff or PAGA Counsel are contacted about this settlement or the Settlement Agreement, they will not respond other than by stating, if necessary, that the matter was resolved and may direct the individual to publicly filed documents available on the Court's website.

8. Court Approval of the PAGA Payment. Subject to Defendant's review and approval prior to filing, PAGA Counsel shall be responsible for preparing and filing a Motion for Settlement Approval and Judgment ("Motion"). PAGA Counsel will provide Defendant's counsel with an opportunity for review and comment on the Motion at least five business days before filing the Motion. The Motion shall also be served on the LWDA when filed with the Court. PAGA Counsel shall also submit this Agreement to the LWDA, pursuant to Labor Code Section 2699(1)(2).

9. Court Approval of the PAGA Settlement. The Settlement Agreement is contingent upon the approval by the Court. If the Court should fail to approve this Settlement Agreement in the form agreed to by the Parties, the Parties agree to coordinate efforts to address the Court's questions or concerns. If after the Parties make at least three (3) good faith efforts, the Court does not approve this Settlement Agreement, or if appellate review is sought and on such review the Court's decision is materially modified or reversed, or if one or more of the terms of the Settlement Agreement are not approved or is materially modified or reversed or found to be invalid and the Parties in good faith do not believe that it would be possible to make non-material modifications that would address any concerns raised by the Court, then each of the Parties by and through Counsel shall have the right within ten (10) days of written notice thereof to elect to terminate the Settlement Agreement, in which event it shall have no force or effect, except as to the terms of this Settlement Agreement regarding non-admission of liability, non-admission of appropriateness of representative action, and confidentiality/no publicity, and the Parties shall be deemed to have reverted to their respective status as of the date and time immediately prior to the execution of this Settlement Agreement.

10. Amended Complaint. Prior to seeking settlement approval from the Court and upon expiration of the statutory waiting period triggered by Plaintiff's submission of his amended notice letter to the LWDA on June 24, 2021, Plaintiff shall seek leave from the Court to file and shall file an amended complaint adding the aforementioned allegations.

#### **IV. ADMINISTRATION OF SETTLEMENT**

1. After the execution of this Settlement Agreement, Plaintiff shall file the Motion and will submit the Motion and this Settlement Agreement to the LWDA consistent with Labor Code § 2699(1)(2).

2. Settlement Administrator will administer the settlement and shall be paid for Settlement Administration Costs, which are estimated to be up to \$15,000. Defendant will provide the Aggrieved Employee List to the Settlement Administrator within thirty (30) days of the date on which the Court enters the Order Granting Settlement Approval and Judgment. At all times after receiving the Aggrieved Employee List from Defendant, the Settlement Administrator shall keep confidential the Aggrieved Employee List and the data contained therein and shall not disclose the Aggrieved Employee List or the data contained therein to Plaintiff, PAGA Counsel, the LWDA, any Aggrieved Employee, or any other third-party without the prior written consent of Defendant.

3. Within fifteen (15) days after receiving the Gross PAGA Settlement Amount from Defendant, the Settlement Administrator will calculate the Individual PAGA Payments for each Aggrieved Employee and will provide to Defendant a report listing the amount of all payments to be made under the Settlement Agreement, including each Individual PAGA Payment to each Aggrieved Employee.

4. Within twenty (20) days after receiving the Gross PAGA Settlement Amount from Defendant, but not before providing Defendant with the report specified above, the Settlement Administrator will issue to each Aggrieved Employee a check for their Individual PAGA Payment at their last known home address along with an explanatory letter notifying the Aggrieved Employees of the Parties' settlement. (Exhibit A). . Checks will remain negotiable for one hundred eighty (180) days. Any checks returned as non-deliverable on or before the check cashing deadline will be sent promptly via regular First-Class U.S. Mail to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator will promptly attempt to determine the correct address using a skip-trace, or other search using the name, address, Social Security number, phone number, and credit reporting of the Aggrieved Employee involved and will then perform a re-mailing. If an Aggrieved Employees' check is not cashed within 120 days after its first mailing to the Aggrieved Employees the Settlement Administrator shall send the affected Aggrieved Employees notice informing them that, unless their check is cashed in the next 60 days, it will expire and become non-negotiable, and offer to replace the check if it was lost or misplaced but not cashed. All checks not cashed within 180 days of payment shall be paid to the Unclaimed Property Fund of the California Controller in the name(s) of the absent Aggrieved Employees, and the Aggrieved Employees shall remain bound by the Settlement Agreement and will be deemed to have released the Released Parties from the PAGA Released Claims.

5. Within twenty (20) days after receiving the Gross PAGA Settlement Amount from Defendant, but not before providing Defendant with the report specified above, the Settlement Administrator will pay the Attorneys' Fees, the Attorneys' Expenses, the Settlement Administration Costs, and the portion of the PAGA Payment allocated to the LWDA from the Gross PAGA Settlement Amount.

6. The Settlement Administrator will provide an accounting under oath to the Parties, and to the Court if so requested, of the amounts paid out.

7. Defendant makes no representations or warranties with respect to tax consequences of any payment under this Settlement Agreement.

## **V. MISCELLANEOUS PROVISIONS**

1. Drafting and Mutual Preparation. The Parties agree that the terms and conditions of this Settlement Agreement are the result of lengthy, intensive, arm's-length negotiations between the Parties and that neither Party shall be considered the "drafter" of this Settlement Agreement for purposes of having terms construed against that Party.

2. No Impact on Benefit Plans. Neither the Settlement Agreement nor any amounts paid to Plaintiff or any Aggrieved Employee under the Settlement Agreement will modify any previously credited hours or service under any employee benefit plan, policy, or bonus program sponsored by Defendant. Such amounts will not form the basis for additional contributions to, benefits under, or any other monetary entitlement under Defendant's sponsored benefit plans, policies, or bonus programs. The payments made under the terms of this Settlement Agreement shall not be applied retroactively, currently, or on a going forward basis, as salary, earnings, wages, or any other form of compensation for the purposes of any of Defendant's benefit plans, policy, or bonus program. Defendant retains the right, if necessary, to modify the language of their benefit plans, policies and bonus programs to effect this intent, and to make clear that any amounts paid pursuant to this Settlement Agreement are not for "hours worked," "hours paid," "hours of service," or any similar measuring term as defined by applicable plans, policies and bonus programs for purposes of eligibility, vesting, benefit accrual, or any other purpose, and that additional contributions or benefits are not required by this Settlement Agreement.

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

4. Costs and Fees. The Parties shall each bear their own costs, attorneys' fees, mediator fees, and other fees incurred in connection with this Settlement Agreement and in connection with the Action and Plaintiff's claims, except as otherwise set forth specifically herein.

5. Authority. Defendant represents and warrants that the undersigned has the authority to act on behalf of Defendant and to bind Defendant to the terms of this Settlement Agreement. Plaintiff represents and warrants that he has the capacity to act on his own behalf and on behalf of all who might claim through him to bind him to the terms and conditions of this Settlement Agreement.

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

7. Complete Agreement. The Parties acknowledge and represent that this Settlement Agreement contains the entire understanding between them with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings between them, written and oral, with respect to the subject matter hereof. This Settlement Agreement cannot be amended or modified except by a writing signed by the Parties hereto or their successors-in-interest.

8. Nullification of Settlement Agreement. In the event that: (i) the Court does not approve the settlement of the PAGA Action as provided herein or any material terms thereof (excluding any downward adjustment of PAGA Counsel's requests for Attorneys' Fees and Attorneys' Expenses); or (ii) the settlement of the PAGA Action does not become final for any other reason, then this Settlement Agreement, and any documents generated to bring it into effect, will be null and void, and the Parties will be returned to their original respective positions.

9. Judgment and Continued Jurisdiction. After approval of this settlement, the Court will have continuing jurisdiction pursuant to California Code of Civil Procedure section 664.6 solely for purposes of addressing: (i) the interpretation and enforcement of the terms of the Settlement, (ii) settlement administration matters, and (iii) such post-Judgment matters as may be appropriate under court rules or as set forth in this Settlement Agreement.

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

11. Execution and Counterparts. This Settlement Agreement is subject only to the execution of all Parties. However, this Settlement Agreement may be executed in one or more counterparts by electronic signature or email, which, for purposes of this Settlement Agreement, shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Settlement Agreement.

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

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

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

covenant, right or remedy.

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

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

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

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

19. Waiver of Right to Appeal. Provided that the Judgment is consistent with the terms and conditions of the Settlement Agreement, Plaintiff and Defendant, inclusive, hereby waive any and all rights to appeal in connection with any issue in the Judgment, including, but not limited to, all rights to any post-judgment proceeding and/or appellate proceeding, such as a motion to vacate or set-aside judgment, a motion for new trial, and any extraordinary writ, and the Judgment will become final and non-appealable at the time it is entered.

20. Stay of Litigation. The Parties agree that the continuing litigation of the Action shall be stayed and that the time within which to bring this action to trial under CCP Section 583.310 shall be extended from the date of the signing of this Settlement Agreement by all Parties until the entry of the final approval order and judgment or if not entered the date this agreement shall no longer be of any force or effect.

21. Confidentiality of Aggrieved Employee Data. Aggrieved Employee data is to be kept confidential by the Settlement Administrator and not shared with Plaintiff, PAGA Counsel, or any third-party as set forth herein.

22. Court Filings. The Parties agree not to object to the Settlement or any Court filings consistent with this Settlement Agreement.

23. Disputes. Any dispute between the Parties as to the remaining terms of the Settlement Agreement that the Parties are not able to resolve on their own may be presented to

the mediator, Mark S. Rudy, for resolution if both Parties consent.

[Signature Page Follows]

**IN WITNESS THEREOF**, the Parties each acknowledge that he/she/it has read the foregoing Settlement Agreement, accepts and agrees to the provisions contained in this Settlement Agreement and hereby executes it voluntarily and with full understanding of its consequences.

**PLAINTIFF:**

Dated: Oct 27, 2021

  
Abner Quincho (Oct 27, 2021 12:24 PDT)

ABNER QUINCHO

**DEFENDANT:**

Dated: \_\_\_\_\_

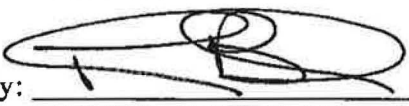
CAFE RIO, INC.

By: \_\_\_\_\_  
Its: \_\_\_\_\_

**APPROVED AS TO FORM:**

**BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP**

Dated: 10/27/21

  
By: \_\_\_\_\_  
NORMAN BLUMENTHAL  
ATTORNEYS FOR PLAINTIFF

**WINSTON LAW GROUP, PC**

Dated: 11/1/21

  
By: \_\_\_\_\_  
DAVID S. WINSTON  
ATTORNEYS FOR PLAINTIFF

**MORGAN, LEWIS & BOCKIUS LLP**

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
DARYL S. LANDY  
ATTORNEYS FOR DEFENDANT

**IN WITNESS THEREOF**, the Parties each acknowledge that he/she/it has read the foregoing Settlement Agreement, accepts and agrees to the provisions contained in this Settlement Agreement and hereby executes it voluntarily and with full understanding of its consequences.

**PLAINTIFF:**

Dated: \_\_\_\_\_  
ABNER QUINCHO

**DEFENDANT:**

Dated: 10/27/2021  
CAFE RIO, INC.  
By:   
Its: Cortney Worle, CPO

**APPROVED AS TO FORM:**

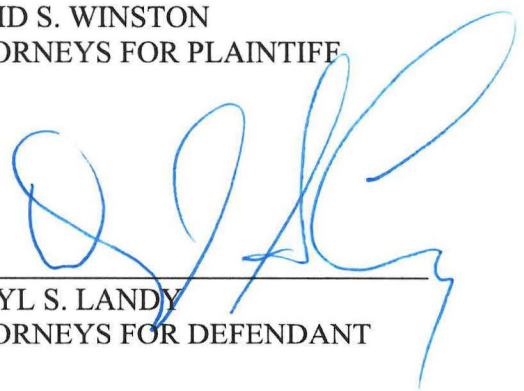
**BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP**

Dated: \_\_\_\_\_ By: \_\_\_\_\_  
NORMAN BLUMENTHAL  
ATTORNEYS FOR PLAINTIFF

**WINSTON LAW GROUP, PC**

Dated: \_\_\_\_\_ By: \_\_\_\_\_  
DAVID S. WINSTON  
ATTORNEYS FOR PLAINTIFF

**MORGAN, LEWIS & BOCKIUS LLP**

Dated: 10/27/2021 By:   
DARYL S. LANDY  
ATTORNEYS FOR DEFENDANT

**EXHIBIT #2**

BLUMENTHAL NORDREHAUG  
BHOWMIK DE BLOUW LLP  
2255 CALLE CLARA  
LA JOLLA, CA 92037  
(858) 551-1223

NOVEMBER 12, 2021

ABNER QUINCHO

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RE: CAFE RIO, INC.  
FILE NUMBER: CA1954.001

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ATTORNEY FEES

| <u>DATE</u> | <u>ATTY</u> | <u>DESCRIPTION</u>                                                                                                             | <u>HOURS</u> | <u>RATE</u> | <u>AMOUNT</u> |
|-------------|-------------|--------------------------------------------------------------------------------------------------------------------------------|--------------|-------------|---------------|
| 12/28/19    | ND          | LEGAL RESEARCH IN STSTAE AND FEDERAL COURT REGARDING RELATED LITIGATION. REVIEW AND ANALYZE PAY STUBS FOR REGULAR RATE CLAIMS. | 3.00         | 695         | 2,085.00      |
| 12/29/19    | ND          | REVIEW AND ANALYZE EMPLOYMENT FILE FOR LEGAL CLAIMS. CONFERENCE WITH CLIENT AND CO-COUNSEL. RESEARCH DEFENDANT.                | 4.50         | 695         | 3,127.50      |
| 12/29/19    | ND          | DRAFT COMPLAINT. REVIEW AND ANALYZE MAGADIA DECISION AND REVISE CAL. LAB. CODE 226 ALLEGATIONS.                                | 4.50         | 695         | 3,127.50      |
| 01/02/20    | ND          | DRAFT ORIGINAL COMPLAINT. REVIEW AND ANALYZE DOCUMENTS.                                                                        | 4.50         | 695         | 3,127.50      |
| 01/02/20    | ND          | REVIEW AND REVISE PAGA NOTICE. ANALYZE COMPLAINT.                                                                              | 2.50         | 695         | 1,737.50      |
| 01/02/20    | NBB         | REVIEW COMPLAINT, ANALYZE, FINAL.                                                                                              | 2.50         | 795         | 1,987.50      |
| 01/03/20    | ND          | REVIEW AND ANALYZE DOCUMENTS, COMPLAINT AND INTAKE NOTES. DRAFT CASE NOTES MEMO AND ANALYZE POTENTIAL CLASS WIDE DAMAGES       | 2.00         | 695         | 1,390.00      |
| 04/01/20    | ND          | LEGAL RESEARCH REGARDING                                                                                                       | 2.00         | 695         | 1,390.00      |

| <u>DATE</u> | <u>ATTY</u> | <u>DESCRIPTION</u>                                                                                                                                                    | <u>HOURS</u> | <u>RATE</u> | <u>AMOUNT</u> |
|-------------|-------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|-------------|---------------|
|             |             | ARBITRATION AGREEMENT AND ENFORCEABILITY.                                                                                                                             |              |             |               |
| 04/11/20    | RE          | REVIEW DAMAGE ANALYSIS                                                                                                                                                | 0.50         | 475         | 237.50        |
| 04/11/20    | RE          | DRAFT PAGA-ONLY COMPLAINT                                                                                                                                             | 3.25         | 475         | 1,543.75      |
| 04/11/20    | RE          | REVIEW & ANALYZE EMPLOYMENT FILE DOCUMENTS                                                                                                                            | 2.00         | 475         | 950.00        |
| 04/11/20    | ND          | REVIEW AND REVISE PAGA ONLY COMPLAINT. REVIEW PAGA LETTER.                                                                                                            | 1.40         | 695         | 973.00        |
| 04/14/20    | RE          | DRAFT SUMMONS, CIVIL COVER SHEET & CERTIFICATE OF ASSIGNMENT                                                                                                          | 0.80         | 475         | 380.00        |
| 04/14/20    | RE          | FINALIZE COMPLAINT PACKAGE; FILE IN SB SUP. CT.                                                                                                                       | 0.70         | 475         | 332.50        |
| 05/04/20    | RE          | EMAIL TO DEFENSE COUNSEL; SEND DEFENSE COUNSEL COURTESY COPY OF COMPLAINTS, SUMMONS ETC.                                                                              | 0.40         | 475         | 190.00        |
| 05/07/20    | RE          | UPLOAD COMPLAINT TO LWDA WEBSITE; SAVE CONFIRMATION                                                                                                                   | 0.40         | 475         | 190.00        |
| 06/18/20    | RE          | CHECK DOCKET & ONE LEGAL FOR STATUS OF COMPLAINT FILING                                                                                                               | 0.30         | 475         | 142.50        |
| 07/02/20    | RE          | CHECK ONELEGAL AND DOCKET FOR STATUS OF FILING OF PAGA-ONLY COMPLAINT                                                                                                 | 0.20         | 475         | 95.00         |
| 07/06/20    | RE          | RETURN CALL TO CLERK'S OFFICE RE COMPLAINT ISSUE RE DRAFT COMPLAINT AND PAGA LETTER; HOLD ON TO SPEAK TO CLERK; COMM. W CLERK AND EMAIL WITH UPDATE TO ND AND WINSTON | 0.75         | 475         | 356.25        |
| 07/10/20    | RE          | REVIEW AND SAVE COURT RETURNED DOCUMENTS; MEMO TO FIRM RE CMC AND JUDICIAL ASSIGNMENT                                                                                 | 0.60         | 475         | 285.00        |
| 07/10/20    | RE          | UPLOAD PAGA ONLY COMPLAINT TO LWDA WEBSITE; SAVE                                                                                                                      | 0.40         | 475         | 190.00        |

| <u>DATE</u>    | <u>ATTY</u> | <u>DESCRIPTION</u>                                                                                                                                                             | <u>HOURS</u> | <u>RATE</u> | <u>AMOUNT</u> |
|----------------|-------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|-------------|---------------|
|                |             | CONFIRMATION.                                                                                                                                                                  |              |             |               |
| 07/10/20       | RE          | EMAIL TO DAVID WINSTON RE<br>POTENTIAL PEREMPTORY<br>CHALLENGE; REVIEW EMAIL RE<br>STRATEGY RE .6 ISSUE FROM<br>WINSTON; FORWARD INITIAL<br>DOCUMENTS TO CO-COUNSEL<br>WINSTON | 0.40         | 475         | 190.00        |
| 07/13/20       | RE          | DRAFT AND FILE .6 CHALLENGE RE<br>DAVID COHN.                                                                                                                                  | 0.70         | 475         | 332.50        |
| 07/13/20       | RE          | PREPARE DOCUMENTS FOR SERVICE<br>OF PROCESS; PREPARE NOTICE AND<br>ACKNOWLEDGMENT OF RECEIPT;<br>SERVE DEFENSE COUNSEL WITH<br>NOR AND SUMMONS/COMPLAINT<br>ETC.               | 0.70         | 475         | 332.50        |
| 08/03/20       | RE          | FILE NOTICE & ACKNOWLEDGMENT<br>OF RECEIPT                                                                                                                                     | 0.40         | 475         | 190.00        |
| 08/13/20       | JH          | REVIEW CORRESPONDENCE RE<br>MEDIATION                                                                                                                                          | 0.40         | 550         | 220.00        |
| 08/25/20       | JH          | DISCUSS STIP TO STAY; REVIEW                                                                                                                                                   | 0.40         | 550         | 220.00        |
| 09/24/20       | AJB         | REVIEW MEDIATION<br>CONFIRMATION. DRAFT AND SERVE<br>MEDIATION DATA REQUEST.                                                                                                   | 1.00         | 725         | 725.00        |
| 10/19/20<br>15 | VR          | REVIEW STIPULATION RE STAY AND<br>DISCOVERY; REVIEW CASE FILE AND<br>PLAINTIFF'S DOCS; ADVISE PM                                                                               | 1.50         | 495         | 742.50        |
| 10/29/20<br>15 | VR          | REVIEW COURT'S ORDERS AND<br>DOCKET; REVIEW CASE STATUS;<br>ADVISE PM                                                                                                          | 1.50         | 495         | 742.50        |
| 10/29/20<br>15 | VR          | REVIEW CASE FILE AND NOTES;<br>REVIEW COURT'S ORDERS AND<br>DOCKET                                                                                                             | 1.00         | 495         | 495.00        |
| 10/29/20       | PM          | REVIEW STATUS OF ACTION AND<br>CASE MANAGEMENT; REVIEW AND<br>ANALYZE DOCUMENTS.                                                                                               | 1.00         | 550         | 550.00        |
| 02/01/21       | ND          | REVIEW AND ANALYZE DATA                                                                                                                                                        | 4.00         | 695         | 2,780.00      |

| <u>DATE</u> | <u>ATTY</u> | <u>DESCRIPTION</u>                                                                                                                          | <u>HOURS</u> | <u>RATE</u> | <u>AMOUNT</u> |
|-------------|-------------|---------------------------------------------------------------------------------------------------------------------------------------------|--------------|-------------|---------------|
|             |             | PRODUCED FOR MEDIATION PURPOSES. CONFERENCE WITH CLIENT TO DISCUSS CLAIMS. REVIEW AND ANALYZE CASE DOCKET AND FILE.                         |              |             |               |
| 02/06/21    | ND          | REVIEW TIME PUNCH DATA. ANALYZE COMPANY POLICY DOCUMENTS PRODUCED FOR MEDIATION PURPOSES.                                                   | 3.00         | 695         | 2,085.00      |
| 02/09/21    | ND          | LEGAL RESEARCH REGARDING MAGADIA V. WAL-MART AND OTHER 226 APPELLATE CASES. REVIEW STATUS OF MAGADIA CASE. ANALYZE PAYSTUBS FOR 226 CLAIMS. | 3.50         | 695         | 2,432.50      |
| 02/13/21    | ND          | DRAFT MEDIATION BRIEF. ANALYZE FACTS AND LAW.                                                                                               | 3.80         | 695         | 2,641.00      |
| 02/21/21    | ND          | REVIEW AND ANALYZE EXPERT REPORT AND NOTES AND ASSUMPTIONS. REVIEW AND ANALYZE MEDIATION BRIEF AND EXHIBITS.                                | 2.70         | 695         | 1,876.50      |
| 02/22/21    | ND          | REVIEW PREVIOUS PAGA SETTLEMENTS WITH SIMILAR CLAIMS AND PAY PERIODS FOR MEDIATION VALUATION. PREP FOR MEDIATION.                           | 2.30         | 695         | 1,598.50      |
| 02/23/21    | RE          | REVIEW AND ADVISE AJ RE MEDIATION BRIEF DRAFT                                                                                               | 1.75         | 475         | 831.25        |
| 02/26/21    | SB          | PREPARE FOR MEDIATION                                                                                                                       | 2.40         | 325         | 780.00        |
| 03/02/21    | SB          | ATTEND MEDIATION                                                                                                                            | 8.00         | 325         | 2,600.00      |
| 03/02/21    | PM          | REVIEW MEDIATION BRIEF; ATTEND MEDIATION.                                                                                                   | 8.00         | 550         | 4,400.00      |
| 03/02/21    | AJB         | PREP AND APPEAR FOR MEDIATION. FOLLOWING CONCLUSION, ASSESS LITIGATION STRATEGY AFTER NO SETTLEMENT.                                        | 10.00        | 725         | 7,250.00      |
| 03/14/21    | VR          | DRAFT JOINT CMC STATEMENT;                                                                                                                  | 1.20         | 495         | 594.00        |

| <u>DATE</u>    | <u>ATTY</u> | <u>DESCRIPTION</u>                                                                                                               | <u>HOURS</u> | <u>RATE</u> | <u>AMOUNT</u> |
|----------------|-------------|----------------------------------------------------------------------------------------------------------------------------------|--------------|-------------|---------------|
| 10             |             | REVIEW COURT'S ORDERS AND DOCKET; REVIEW MEDIATION BRIEF AND STATUS OF MEDIATION                                                 |              |             |               |
| 03/15/21<br>10 | VR          | DRAFT JOINT CMC STATEMENT; CORRESPONDENCE TO PARTIES                                                                             | 1.00         | 495         | 495.00        |
| 03/16/21<br>17 | VR          | REVIEW & REVISE JOINT CMC STATEMENT; EXECUTE AND FILE                                                                            | 0.50         | 495         | 247.50        |
| 04/02/21       | KH          | RESEARCH COURT'S WEBSITE RE CURRENT ORDER RE STATUS CONFERENCE; SAVE TO SYSTEM.                                                  | 0.10         | 250         | 25.00         |
| 04/08/21       | AJB         | PREP AND CIRCULATE INTERNALLY REDLINE TO CHANGES MADE BY DEFENDANT TO MOU.                                                       | 2.00         | 725         | 1,450.00      |
| 04/15/21       | AJB         | REVIEW/ANALYZE UPDATED SUMMARY OF DAMAGES WITH THE ADDITIONAL 226 ITEMS. CONFIRM ACCURACY. SEND TO MEDIATOR. PREP FOR MEDIATION. | 2.00         | 725         | 1,450.00      |
| 04/16/21       | AJB         | REVIEW/ANALYZE RESPOND TO DEFENDANT'S REDLINED CHANGES TO MOU AND EMAIL CONCERNING THE SAME.                                     | 2.00         | 725         | 1,450.00      |
| 04/20/21       | AJB         | DISCUSS ISSUES WITH MOU W/ MEDIATOR. SET UP CALL W/ MEDIATOR AND DEFENDANT RE: MOU.                                              | 1.00         | 725         | 725.00        |
| 04/21/21       | AJB         | PREP AND APPEAR FOR CALL WITH DEFENDANT AND MEDIATOR RE: MOU. DRAFT AND SEND CONFIRMATORY CORRESPONDENCE.                        | 1.00         | 725         | 725.00        |
| 04/23/21       | AJB         | REVIEW STATUS OF CLIENT'S SIGNING MOU. REVIEW MOU. SIGN MOU.                                                                     | 1.00         | 725         | 725.00        |
| 04/23/21       | NBB         | REVIEW MOU, ANALYZE. DRAFT PAGA SETTLEMENT AGREEMENT.                                                                            | 2.50         | 795         | 1,987.50      |
| 04/23/21       | ND          | REVIEW AND ANALYZE MOU TERMS. CONFERENCE WITH CLIENT. SEND                                                                       | 1.30         | 695         | 903.50        |

| <u>DATE</u>    | <u>ATTY</u> | <u>DESCRIPTION</u>                                                                                                             | <u>HOURS</u> | <u>RATE</u> | <u>AMOUNT</u> |
|----------------|-------------|--------------------------------------------------------------------------------------------------------------------------------|--------------|-------------|---------------|
|                |             | TO CLIENT FOR SIGNATURE.<br>FOLLOW UP FOR SIGNATURE.                                                                           |              |             |               |
| 04/28/21       | NBB         | REVIEW DOCS AND LAW, ANALYZE.<br>OUTLINE LONG FORM. ADVISE RE.                                                                 | 3.75         | 795         | 2,981.25      |
| 05/12/21       | RE          | REVIEW AND ANALYZE MOU FOR<br>PURPOSES OF DRAFTING LONG<br>FORM SETTLEMENT AGREEMENT                                           | 0.80         | 475         | 380.00        |
| 05/12/21       | RE          | DRAFT LONG FORM PAGA<br>SETTLEMENT AGREEMENT &<br>RELEASE                                                                      | 5.50         | 475         | 2,612.50      |
| 05/14/21       | RE          | REVIEW LONG FORM SETTLEMENT<br>AGREEMENT DRAFT; EDIT; CREATE<br>RED LINE FOR REVIEW BY NB AND<br>KN                            | 1.25         | 475         | 593.75        |
| 05/14/21       | NBB         | REVIEW AND ANALYZE PAGA<br>SETTLEMENT AGREEMENT.                                                                               | 2.50         | 795         | 1,987.50      |
| 05/17/21       | RE          | DRAFT INDIVIDUAL SETTLEMENT<br>AGREEMENT RE ABNER QUINCHO                                                                      | 2.75         | 475         | 1,306.25      |
| 05/18/21       | RE          | FINISH DRAFT OF INDIVIDUAL<br>SETTLEMENT AGREEMENT; REVIEW<br>AND REVISE; FORWARD TO NB AND<br>KN FOR REVIEW                   | 0.75         | 475         | 356.25        |
| 05/18/21       | RE          | EDIT LONG FORM PAGA<br>SETTLEMENT AGREEMENT PER<br>RECOMMENDATIONS FROM NB;<br>RETURN TO NB FOR FURTHER<br>REVIEW              | 0.50         | 475         | 237.50        |
| 05/18/21       | RE          | EDIT INDIVIDUAL SETTLEMENT<br>AGREEMENT RE ABNER QUINCHO<br>PER RECOMMENDATIONS FROM NB;<br>RETURN TO NB FOR FURTHER<br>REVIEW | 0.50         | 475         | 237.50        |
| 06/07/21<br>17 | KN          | REVIEW & REVISE DRAFT<br>AGREEMENT; RESEARCH ISSUES;<br>EMAIL COUNSEL                                                          | 1.50         | 750         | 1,125.00      |
| 06/08/21<br>17 | VR          | REVIEW & REVISE AMENDED PAGA<br>NOTICE; REVIEW AND REVISE<br>AMENDED COMPLAINT; REVIEW                                         | 2.00         | 495         | 990.00        |

| <u>DATE</u>    | <u>ATTY</u> | <u>DESCRIPTION</u>                                                                                                                | <u>HOURS</u> | <u>RATE</u> | <u>AMOUNT</u> |
|----------------|-------------|-----------------------------------------------------------------------------------------------------------------------------------|--------------|-------------|---------------|
|                |             | MOU                                                                                                                               |              |             |               |
| 06/08/21<br>17 | KN          | REVIEW & REVISE DRAFT AGREEMENT; EMAIL DEF WITH DRAFT AND COMMENTS                                                                | 1.75         | 750         | 1,312.50      |
| 06/09/21<br>17 | VR          | REVIEW & REVISE AMENDED PAGA LETTER; REVIEW MOU; ADVISE PM AND KN                                                                 | 1.00         | 495         | 495.00        |
| 06/15/21<br>06 | VR          | CORRESPONDENCE TO DEFENDANT RE PAGA LETTER AND STATUS OF SETTLEMENT                                                               | 0.70         | 495         | 346.50        |
| 06/15/21<br>10 | VR          | DRAFT STATEMENT RE STATUS OF SETTLEMENT; REVIEW COURT'S ORDERS AND DOCKET; FOLLOW UP                                              | 0.60         | 495         | 297.00        |
| 06/16/21<br>11 | VR          | EXECUTE DOCUMENTS CMC STATEMENT; CORRESPONDENCE TO DEFENDANT; FOLLOW UP                                                           | 0.50         | 495         | 247.50        |
| 06/17/21       | KH          | REVIEW JOINT CASE MANAGEMENT STATEMENT REPORT; FINALIZE AND PREPARE FOR SUBMISSION TO COURT WITH E-SERVICE ON ALL COUNSEL.        | 0.30         | 250         | 75.00         |
| 06/24/21       | CJ          | PREPARE FOR STATUS CONFERENCE, APPEAR, CLERK INFORMED THE CMC IS CONTINUED, MEMORILAIIZED SAME TO BNBD, NOTICE OF RULING ASSIGNED | 1.50         | 475         | 712.50        |
| 06/24/21<br>17 | VR          | REVIEW & REVISE PAGA LETTER; REVIEW DOCUMENTS AND CASE NOTES; REVIEW COMPLAINT; FINALIZE AMENDED PAGA LETTER                      | 2.00         | 495         | 990.00        |
| 06/25/21       | KH          | DRAFT NOTICE OF RULING AT CMC; FINALIZE AND PREPARE FOR SUBMISSION TO COURT AND E-SERVICE ON ALL COUNSEL.                         | 0.70         | 250         | 175.00        |
| 08/31/21       | NBB         | REVIEW FINAL LONG FORM, ANALYZE, ADVISE KN.                                                                                       | 2.00         | 795         | 1,590.00      |
| 09/07/21       | PM          | REVIEW AND REVISE FIRST AMENDED COMPLAINT; DRAFT STIPULATION FOR LEAVE TO FILE                                                    | 1.00         | 550         | 550.00        |

| <u>DATE</u>    | <u>ATTY</u> | <u>DESCRIPTION</u>                                                                                                                       | <u>HOURS</u> | <u>RATE</u> | <u>AMOUNT</u> |
|----------------|-------------|------------------------------------------------------------------------------------------------------------------------------------------|--------------|-------------|---------------|
|                |             | FAC; REVIEW STATUS OF ACTION AND SETTLEMENT.                                                                                             |              |             |               |
| 09/13/21       | PM          | LEGAL RESEARCH RE CLC 246 AND CLC 248 ET AL.; ADVISE KN RE THE SAME.                                                                     | 0.50         | 550         | 275.00        |
| 09/14/21       | KH          | DRAFT JOINT STATUS REPORT RE SETTLEMENT.                                                                                                 | 0.20         | 250         | 50.00         |
| 09/17/21       | CJ          | RESEARCH STATUS OF CASE, RESEARCH DOCKET RE TRIAL SETTING,                                                                               | 1.00         | 475         | 475.00        |
| 09/17/21       | CJ          | DETERMINE WHEN MOU SIGNED ADN TIMING BETWEEN CONTINUED CMCS FOR PURPOSES OF DRAFTING JOINT REPORT, DRAFT JOINT REPORT                    | 1.00         | 475         | 475.00        |
| 09/17/21       | KH          | FINALIZE JOINT STATUS REPORT RE SETTLEMENT WITH UPDATED PROOF OF SERVICE; PREPARE FOR SUBMISSION TO COURT WITH E-SERVICE ON ALL COUNSEL. | 0.40         | 250         | 100.00        |
| 09/17/21       | PM          | REVIEW/REVISE AMENDED COMPLAINT; REVIEW/REVISE JOINT STATUS CONFERENCE STATEMENT AND CORRESPOND WITH DEFENSE RE THE SAME.                | 1.00         | 550         | 550.00        |
| 09/20/21       | KH          | FINALIZE JOINT STIPULATION FOR LEAVE TO FILE FIRST AMENDED COMPLAINT; PREPARE FOR SUBMISSION TO COURT WITH E-SERVICE ON ALL COUNSEL.     | 0.30         | 250         | 75.00         |
| 09/20/21       | PM          | FINALIZE DRAFT AMENDED COMPLAINT AND STIPULATION FOR LEAVE.                                                                              | 0.50         | 550         | 275.00        |
| 09/23/21<br>17 | KN          | REVIEW & REVISE DRAFT AGREEMENT; EMAIL DEF                                                                                               | 2.30         | 750         | 1,725.00      |
| 09/24/21       | PM          | PREPARE FOR AND ATTEND CMC; CIRCULATE INTERNAL SUMMARY OF HEARING.                                                                       | 1.00         | 550         | 550.00        |

| <u>DATE</u>    | <u>ATTY</u> | <u>DESCRIPTION</u>                                                                                                                                   | <u>HOURS</u> | <u>RATE</u> | <u>AMOUNT</u> |
|----------------|-------------|------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|-------------|---------------|
| 09/24/21       | PM          | REVIEW/REVISE/FINALIZE AMENDED COMPLAINT.                                                                                                            | 0.50         | 550         | 275.00        |
| 09/27/21       | KH          | FINALIZE FIRST AMENDED COMPLAINT; PREPARE FOR SUBMISSION TO COURT WITH E-SERVICE ON ALL COUNSEL.                                                     | 0.30         | 250         | 75.00         |
| 10/05/21       | RE          | BEGIN DRAFTING MOTION TO APPROVE PAGA SETTLEMENT                                                                                                     | 2.00         | 475         | 950.00        |
| 10/25/21       | RE          | DRAFT MOTION FOR PAGA APPROVAL                                                                                                                       | 3.75         | 475         | 1,781.25      |
| 10/25/21       | NBB         | REVIEW PAGA APP MOTION. ANALYZE, FINAL. ADVISE KN                                                                                                    | 1.50         | 795         | 1,192.50      |
| 10/26/21       | RE          | REVIEW FINAL VERSION OF SETTLEMENT AGREEMENT; REVIEW & EDIT PAGA APPROVAL MOTION DRAFT BASED ON FINAL SETTLEMENT AGREEMENT; FORWARD TO KN FOR REVIEW | 1.25         | 475         | 593.75        |
| 10/26/21<br>15 | KN          | REVIEW AGREEMENTS; EMAIL COUNSEL                                                                                                                     | 1.00         | 750         | 750.00        |
| 10/27/21<br>17 | KN          | REVIEW & REVISE DRAFT MOTION AND AGREEMENT; EMAIL CO-COUNSEL AND DEF                                                                                 | 1.80         | 750         | 1,350.00      |
| 10/28/21<br>17 | KN          | REVIEW & REVISE MOTION FOR APPROVAL; REVIEW REVISIONS AND DECL FROM CO-COUNSEL; EMAIL STAFF; EMAIL DRAFT MOTION TO DEFENDANT                         | 1.00         | 750         | 750.00        |
| 10/28/21       | RE          | DRAFT PROPOSED ORDER RE PAGA APPROVAL MOTION                                                                                                         | 0.80         | 475         | 380.00        |
| 11/11/21       | RE          | REVIEW REDLINE EDITS TO MOTION TO APPROVE PAGA SETTLEMENT FORWARDED BY DEFENSE COUNSEL; EMAIL TO KN                                                  | 0.50         | 475         | 237.50        |
| 11/12/21<br>17 | KN          | REVIEW & REVISE MOTION FOR PAGA APPROVAL FOR FINAL; FILE AND SERVE                                                                                   | 2.50         | 750         | 1,875.00      |

| <u>DATE</u>    | <u>ATTY</u> | <u>DESCRIPTION</u>           | <u>HOURS</u> | <u>RATE</u> | <u>AMOUNT</u> |
|----------------|-------------|------------------------------|--------------|-------------|---------------|
| 11/12/21<br>10 | KN          | DRAFT DECLARATION ISO MOTION | 2.00         | 750         | 1,500.00      |

TOTAL BILLED HOURS

|                      |                   |              |
|----------------------|-------------------|--------------|
| A.J.BHOWMIK          | 20.00 hr @ 725.00 | \$ 14,500.00 |
| CHARLOTTE JAMES      | 3.50 hr @ 475.00  | \$ 1,662.50  |
| JEFF HERMAN          | 0.80 hr @ 550.00  | \$ 440.00    |
| KARLA HORNE          | 2.30 hr @ 250.00  | \$ 575.00    |
| KYLE NORDREHAUG      | 13.85 hr @ 750.00 | \$ 10,387.50 |
| NORMAN BLUMENTHAL    | 14.75 hr @ 795.00 | \$ 11,726.25 |
| NICK DEBLOUW         | 45.00 hr @ 695.00 | \$ 31,275.00 |
| PIYA MUKHERJEE       | 13.50 hr @ 550.00 | \$ 7,425.00  |
| RICO EHMANN          | 34.60 hr @ 475.00 | \$ 16,435.00 |
| SCOTT BLUMENTHAL     | 10.40 hr @ 325.00 | \$ 3,380.00  |
| VICTORIA RIVAPALACIO | 13.50 hr @ 495.00 | \$ 6,682.50  |

## TOTAL PROFESSIONAL SERVICES

172.20

\$104,488.75

## COSTS ADVANCED

|          |                                                                    |           |
|----------|--------------------------------------------------------------------|-----------|
| 02/24/20 | REFUND FOR PAGA NOTICE                                             | -75.00    |
| 08/06/20 | FILING FEE                                                         | 200.50    |
| 09/10/20 | FILING FEE                                                         | 125.25    |
| 09/13/20 | FILING FEE                                                         | 629.36    |
| 09/24/20 | MEDIATION FEES - MARK RUDY.                                        | 10,000.00 |
| 10/29/20 | LEGAL RESEARCH; DOWNLOAD DOCS FROM DOCKET                          | 4.00      |
| 03/27/21 | BERGER CONSULTING GROUP                                            | 2,850.00  |
| 06/10/21 | LEGAL RESEARCH; PULLING DOCS FROM SAN BERNARDINO<br>SUPERIOR COURT | 3.50      |
| 06/17/21 | FILING VIA TURBOCOURT FILING                                       | 9.95      |
| 06/18/21 | COURT CALL - APPEARANCE FEE                                        | 94.00     |
| 06/25/21 | TURBO COURT FILINGS - FILING FEE                                   | 9.95      |
| 09/01/21 | TURBOCOURT FILING FEE                                              | 9.95      |
| 11/12/21 | COURTCALL                                                          | 94.00     |

| <u>DATE</u>           | <u>DESCRIPTION</u>   | <u>AMOUNT</u>       |
|-----------------------|----------------------|---------------------|
| 11/12/21              | MOTION FILING FEE    | <u>90.00</u>        |
|                       | TOTAL COSTS ADVANCED | <u>\$ 14,045.46</u> |
| TOTAL CURRENT CHARGES |                      | <u>\$118,534.21</u> |

**EXHIBIT #3**

**Blumenthal Nordrehaug Bhowmik De Blouw LLP**

2255 Calle Clara, La Jolla, California 92037

Tel: (858) 551-1223

Fax: (858) 551-1232

**FIRM RESUME**

Areas of Practice: Employee, Consumer and Securities Class Actions, Wage and Hour Class Actions, Civil Litigation, Business Litigation.

**ATTORNEY BIOGRAPHIES**

**Norman B. Blumenthal**

Partner, Blumenthal Nordrehaug Bhowmik De Blouw LLP (2018 to present)

Practice Areas: Consumer and Securities Class Action, Civil Litigation, Wage and Hour Class Actions, Transactional Law

Admitted: 1973, Illinois; 1976, California

Biography: Law Clerk to Justice Thomas J. Moran, Illinois Supreme Court, 1973-1975, while on Illinois Court of Appeals. Instructor, Oil and Gas Law: California Western School of Law, 1981; University of San Diego School of Law, 1983. Sole Practitioner 1976-1987. Partner, Blumenthal & Ostroff, 1988-1995. Partner, Blumenthal, Ostroff & Markham, 1995-2001. Partner, Blumenthal & Markham, 2001-2007. Partner, Blumenthal & Nordrehaug, 2007. Partner, Blumenthal, Nordrehaug & Bhowmik, 2008-2018. Partner, Blumenthal Nordrehaug Bhowmik De Blouw LLP, 2018 - present.

Member: San Diego County, Illinois State and American Bar Associations; State Bar of California.

Educated: University of Wisconsin (B.A., 1970); Loyola University of Chicago (J.D., 1973);

Summer Intern (1971) with Harvard Voluntary Defenders

**Kyle R. Nordrehaug**

Partner, Blumenthal Nordrehaug Bhowmik De Blouw LLP (2018 to present)

Practice Areas: Consumer and Securities Class Actions, Wage and Hour Class Actions, Civil Litigation

Admitted: 1999, California

Biography: Associate, Blumenthal, Ostroff & Markham, 1999-2001. Associate, Blumenthal & Markham, 2001-2007. Partner, Blumenthal & Nordrehaug, 2007. Partner, Blumenthal, Nordrehaug & Bhowmik, 2008-2017

Member: State Bar of California, Ninth Circuit Court of Appeals, Third Circuit Court of Appeals

Educated: University of California at Berkeley (B.A., 1994); University of San Diego School of Law (J.D. 1999)

Awards: Top Labor & Employment Attorney 2016; Top Appellate Reversal - Daily Journal 2015; Super Lawyer 2015-2018

**Aparajit Bhowmik**

Partner, Blumenthal Nordrehaug Bhowmik De Blouw LLP (2018 to present)

Practice Areas: Civil Litigation; Consumer Class Actions, Wage and Hour Class Actions

Admitted: 2006, California

Educated: University of California at San Diego (B.A., 2002); University of San Diego School of Law (J.D. 2006)

Biography: Partner, Blumenthal, Nordrehaug & Bhowmik, 2008-2017

Awards: Rising Star 2015

**Nicholas J. De Blouw**

Partner, Blumenthal Nordrehaug Bhowmik De Blouw LLP (2018 to present)

Practice Areas: Civil Litigation; Consumer Class Actions, Wage and Hour Class Actions

Admitted: 2011, California

Educated: Wayne State University (B.A. 2008); California Western School of Law (J.D. 2011)

**Piya Mukherjee**

Associate Attorney

Practice Areas: Civil Litigation; Consumer Class Actions, Wage and Hour Class Actions

Admitted: 2010, California

Educated: University of California, San Diego (B.S. 2006); University of Southern California, Gould School of Law (J.D. 2010)

**Victoria Rivapalacio**

Associate Attorney

Practice Areas: Civil Litigation; Consumer Class Actions, Wage and Hour Class Actions

Admitted: 2011, California

Educated: University of California at San Diego (B.A., 2003); George Washington University Law School (J.D. 2010)

**Ricardo Ehmann**

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2018, California; 2004, Nevada

Educated: University of California, San Diego (B.A. 1998); Loyola Law School (J.D. 2001)

**Jeffrey S. Herman**

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2011, California; 2016 Arizona

Educated: University of Michigan (B.A. 2008); California Western School of Law (J.D. 2011)

**Charlotte James**

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2016, California

Educated: San Diego State University; California Western School of Law

**Christine Levu**

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2012, California

Educated: University of California, Irvine; California Western School of Law

**Andrew Ronan**

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2016, California

Educated: Arizona State University; University of San Diego School of Law

**Scott Blumenthal**

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2020, New Mexico

Educated: University of Southern California; California Western School of Law

**REPORTED CASES**

Sakkab v. Luxottica Retail N. Am., Inc., 803 F.3d 425 (9<sup>th</sup> Cir. 2015) (The panel reversed the district court's order granting Luxottica Retail North America, Inc.'s motion to compel arbitration of claims and dismissing plaintiff's first amended complaint, in a putative class action raising class employment-related claims and a non-class representative claim for civil penalties under the Private Attorney General Act.);

Securitas Security Services USA, Inc. v. Superior Court, 234 Cal. App. 4<sup>th</sup> 1109 (Cal. Feb. 27, 2015) (Court of Appeal concluded the trial court correctly ruled that *Iskanian* rendered the PAGA waiver within the parties' dispute resolution agreement unenforceable. However, the Court of Appeal then ruled the trial court erred by failing to invalidate the non-severable class action waiver from the agreement and remanded the entire complaint, including class action and PAGA claims, be litigated in the Superior Court);

Sussex v. United States Dist. Court for the Dist. of Nev., 781 F.3d 1065 (9<sup>th</sup> Cir. 2015) (The panel determined that the district court clearly erred in holding that its decision to intervene mid-arbitration was justified under *Aerojet-General*. Specifically, the panel held that the district court erred in predicting that an award issued by the arbitrator would likely be vacated because of his "evident partiality" under 9 U.S.C. § 10(a)(2).);

Provost v. YourMechanic, Inc., 2020 Cal. App. Lexis 955 (Oct. 15, 2020) (Court of Appeals affirmed denial of arbitration of PAGA claim, and held in a case of first impression, that there was no additional standing rules for PAGA claim brought by independent contractor);

In re Tobacco Cases II, 41 Cal. 4th 1257 (2007); Washington Mutual Bank v. Superior Court, 24 Cal. 4th 906 (2001); Rocker v. KPMG LLP, 148 P.3d 703; 122 Nev. 1185 (2006); PCO, Inc. v. Christensen, Miller, Fink, Jacobs, Glaser, Weil & Shapiro, LLP, 150 Cal. App. 4th 384 (2007); Hall v. County of Los Angeles, 148 Cal. App. 4th 318 (2007); Coshov v. City of Escondido, 132 Cal. App. 4th 687 (2005); Daniels v. Philip Morris, 18 F.Supp 2d 1110 (S.D. Cal.1998); Gibson v. World Savings & Loan Asso., 103 Cal. App. 4th 1291 (2003); Jordan v. Department of Motor Vehicles, 75 Cal. App. 4th 445 (1999); Jordan v. Department of Motor Vehicles, 100 Cal.App. 4th 431 (2002); Norwest Mortgage, Inc. v. Superior Court, 72 Cal.App.4th 214 (1999); Hildago v. Diversified Transp. Sya, 1998 U.S. App. LEXIS 3207 (9th Cir. 1998); Kensington Capital Mgal. v. Oakley, Inc., 1999 U.S. Dist LEXIS 385; Fed.Sec.L.Rep. (CCH) P90, 411 (1999 C.D. Cal.); Lister v. Oakley, Inc., 1999 U.S. Dist. LEXIS 384; Fed. Sec. L. Rep. (CCH) P90,409 (C.D. Cal. 1999); Olszewski v. Scripps Health, 30 Cal. 4th 798 (2003); Steroid Hormone Product Cases, 181 Cal. App. 4th 145 (2010); Owen v. Macy's, Inc., 175 Cal. App. 4th 462 (2009); Taiheiyo Cement Corp. v. Superior Court, 117 Cal. App. 4th 380 (2004); Taiheiyo Cement Corp. v. Superior Court, 105 Cal.App. 4th 398 (2003); McMeans v. Scripps Health, Inc., 100 Cal. App. 4th 507 (2002); Ramos v. Countrywide Home Loans, 82 Cal.App. 4th 615 (2000); Tevssier v. City of San Diego, 81 Cal.App. 4th 685 (2000); Washington Mutual Bank v. Superior Court, 70 Cal. App. 4th 299 (1999); Silvas v. E\*Trade Mortg. Corp., 514 F.3d 1001 (9<sup>th</sup> Cir. 2008); Silvas v. E\*Trade Mortg. Corp., 421 F. Supp. 2d 1315 (S.D. Cal. 2006); McPhail v. First Command Fin. Planning, Inc., 2009 U.S. Dist. LEXIS 26544 (S.D. Cal. 2009); McPhail v. First Command Fin. Planning, Inc., 251 F.R.D. 514 (S.D. Cal. 2008); McPhail v. First Command Fin. Planning, Inc., 247 F.R.D. 598 (S.D. Cal. 2007); Barcia v. Contain-A-Way, Inc., 2009 U.S. Dist. LEXIS 17118 (S.D. Cal. 2009); Barcia v. Contain-A-Way, Inc., 2008 U.S. Dist. LEXIS 27365 (S.D. Cal. 2008); Wise v. Cubic Def. Applications, Inc., 2009 U.S. Dist. LEXIS 11225 (S.D. Cal. 2009); Gabisan v. Pelican Prods., 2009 U.S. Dist. LEXIS 1391

(S.D. Cal. 2009); La Jolla Friends of the Seals v. Nat'l Oceanic & Atmospheric Admin. Nat'l Marine Fisheries Serv., 630 F. Supp. 2d 1222 (S.D. Cal. 2009); La Jolla Friends of the Seals v. Nat'l Oceanic & Atmospheric Admin. Nat'l Marine Fisheries Serv., 2008 U.S. Dist. LEXIS 102380 (S.D. Cal. 2008); Louie v. Kaiser Found. Health Plan, Inc., 2008 U.S. Dist. LEXIS 78314 (S.D. Cal. 2008); Weltman v. Ortho Mattress, Inc., 2010 U.S. Dist. LEXIS 20521 (S.D. Cal. 2010); Weltman v. Ortho Mattress, Inc., 2008 U.S. Dist. LEXIS 60344 (S.D. Cal. 2008); Curry v. CTB McGraw-Hill, LLC, 2006 U.S. Dist. LEXIS 5920; 97 A.F.T.R.2d (RIA) 1888; 37 Employee Benefits Cas. (BNA) 2390 (N.D. Cal. 2006); Reynov v. ADP Claims Servs. Group, 2006 U.S. Dist. LEXIS 94332 (N.D. Cal. 2006); Kennedy v. Natural Balance Pet Foods, Inc., 2010 U.S. App. LEXIS 248 (9<sup>th</sup> Cir. 2010); Kennedy v. Natural Balance Pet Foods, Inc., 2008 U.S. Dist. LEXIS 38889 (S.D. Cal. 2008); Kennedy v. Natural Balance Pet Foods, Inc., 2007 U.S. Dist. LEXIS 57766 (S.D. Cal. 2007); Sussex v. Turnberry/MGM Grand Towers, LLC, 2009 U.S. Dist. LEXIS 29503 (D. Nev. 2009); Picus v. Wal-Mart Stores, Inc., 256 F.R.D. 651 (D. Nev. 2009); Tull v. Stewart Title of Cal., Inc., 2009 U.S. Dist. LEXIS 14171 (S.D. Cal. 2009); Keshishzadeh v. Gallagher, 2010 U.S. Dist. LEXIS 46805 (S.D. Cal. 2010); Keshishzadeh v. Arthur J. Gallagher Serv. Co., 2010 U.S. Dist. Lexis 116380 (S.D. Cal. 2010); In re Pet Food Prods. Liab. Litig., MDL Docket No. 1850 (All Cases), 2008 U.S. Dist. LEXIS 94603 (D.N.J. 2008); In re Pet Food Prods. Liab. Litig., 629 F.3d 333 (3<sup>rd</sup> Cir. 2010); Puentes v. Wells Fargo Home Mortgage, Inc., 160 Cal. App. 4th 638 (2008); Rezec v. Sony Pictures Entertainment, Inc., 116 Cal. App. 4th 135 (2004); Badillo v. Am. Tobacco Co., 202 F.R.D. 261 (D. Nev. 2001); La Jolla Friends of the Seals v. Nat'l Oceanic & Atmospheric Admin., 2010 U.S. App. Lexis 23025 (9<sup>th</sup> Cir. 2010); Dirienzo v. Dunbar Armored, Inc., 2011 U.S. Dist. Lexis 36650 (S.D. Cal. 2011); Rix v. Lockheed Martin Corp., 2011 U.S. Dist Lexis 25422 (S.D. Cal. 2011); Weitzke v. Costar Realty Info., Inc., 2011 U.S. Dist Lexis 20605 (S.D. Cal. 2011); Goodman v. Platinum Condo. Dev., LLC, 2011 U.S. Dist. LEXIS 36044 (D. Nev. 2011); Sussex v. Turnberry/MGM Grand Towers, LLC, 2011 U.S. Dist. LEXIS 14502 (D. Nev. 2011); Smith v. Kaiser Foundation Hospitals, Inc., 2010 U.S. Dist. Lexis 117869 (S.D. Cal. 2010); Dobrosky v. Arthur J. Gallagher Serv. Co., LLC, No. EDCV 13-0646 JGB (SPx), 2014 U.S. Dist. LEXIS 106345 (C.D. Cal. July 30, 2014); Metrow v. Liberty Mut. Managed Care LLC - Class Certification Granted, Metrow v. Liberty Mut. Managed Care LLC, No. EDCV 16-1133 JGB (KKx), 2017 U.S. Dist. LEXIS 73656 (C.D. Cal. May 1, 2017); Nelson v. Avon Products, Inc., Class Certification Granted, U.S. District Court for The Northern District of California, Case No. 13-cv-02276-BLF, 2015 U.S. Dist. LEXIS 51104 (N.D. Cal. Apr. 17, 2015); Orozco v. Illinois Tool Works Inc., Class Certification Granted, 2017 U.S. Dist. LEXIS 23179 (E.D. Cal. Feb. 16, 2017); Rieve v. Coventry Health Care, Summary Judgment *Sua Sponte* Granted for Plaintiff, Rieve v. Coventry Health Care, Inc., 870 F. Supp. 2d 856 (C.D. Cal. 2012)

### **CLASS ACTION & REPRESENTATIVE CASES**

4G Wireless Wage Cases, Orange County Superior Court, JCCP No. 4736; Classic Party Rentals Wage & Hour Cases, Los Angeles Superior Court, Case No. JCCP No. 4672; Abu-Arafeh v. Norco Delivery Service, Inc., San Francisco County Superior Court, Case No. CGC-14-540601; Aburto v. Verizon, U.S. District Court, Southern District California, Case No. 11-cv-0088; Adkins v. Washington Mutual Bank, Class Certification Granted, San Diego County Superior Court, Case No. GIC819546; Agah v. CompUSA, U.S. District Court, Central District of California, Case No. SA CV05-1087 DOC (Anx); Akers v. The San Diego Union Tribune, San Diego County Superior Court, Case No 37-2010-00088571; Altman v. SolarCity Corporation, San Diego County Superior Court, Case No. 37-2014-00023450-CU-OE-CTL; Aquino v. Macy's West Stores, Orange County Superior Court, Case No. 30-2010-00395420; Baker v. Advanced Disability Management, Inc., Sacramento County Superior Court, Case No. 34-2014-00160711; Barcia v. Contain-A-Way, U.S. District Court, Southern District California, Case No. 07 cv 0938; Bates v. Verengo, Inc., Orange County Superior Court, Case No. 30-2012-00619985-CU-OE-CXC; Battle v. Charming Charlie Inc., San Diego

County Superior Court, Case No. 37-2014-00005608; Behar v. Union Bank, Orange County Superior Court, Case No. 30-2009-00317275; Bell v. John Stewart Company, Alameda County Superior Court, Case No. RG14728792; Bennett v. Custom Built Personal Training, Monterey County Superior Court, Case No. M127596; Bermant v. Bank of America, Investment Services, Inc., Los Angeles Superior Court, Civil Action No. BC342505; Bethley v. Raytheon Company, United States District Court, Central District of California, Case No. SACV10-01741; Betorina v. Randstad US, L.P., U.S. District Court Northern District of California, Case No. 3:15-cv-03646-MEJ; Beverage v. Edcoa Inc., Sacramento County Superior Court, Case No. 2013-00138279; Bova v. Washington Mutual Bank / JP Morgan Chase, U.S. District Court, Southern District California, Case No. 07-cv-2410; Bowden v. Sunset Parking Services, LLC & LAZ Parking California, LLC - Settled San Diego County Superior Court, Case No. 37-2012-00101751-CU-OE-CTL; Briseno v. American Savings Bank, Class Certification Granted, Orange County Superior Court, Case No. 774773; Brueske v. Welk Resorts, San Diego Superior Court, Case No 37-2010-00086460; Bueche v. Fidelity National Management Services, U.S. District Court, Eastern District of California, Case No. 13-cv-01114; Bunch v. Pinnacle Travel Services, LLC, Los Angeles County Superior Court, Case No. BC552048; Butler v. Stericycle, Inc & Appletree Answering Services of California, Inc., Sacramento County Superior Court, Case No. 34-2015-00180282; Cabral v. Creative Communication Tech., Class Certification Granted, Los Angeles Superior Court, Case No. BC402239; Cardoza v. Wal-Mart Associates, Inc., U.S. District Court Northern District of California, Case No. 4:15-cv-01634-DMR; Castro v. Vivint Solar, Inc., San Diego County Superior Court, Case No. 37-2014-00031385-CU-OE-CTL; Cavazos v. Heartland Automotive Services, Inc., Riverside County Superior Court, Case No. PSC 1401759; Cohen v. Bosch Tool, San Diego Superior Court, Case No. GIC 853562; Comstock v. Washington Mutual Bank - Class Certification Granted, San Diego County Superior Court, Case No. GIC820803; Conley v. Norwest, San Diego County Superior Court, Case No. N73741; Connell v. Sun Microsystems, Alameda Superior Court, Case No. RG06252310; Corrente v. Luxe Valet, Inc., San Francisco County Superior Court, Case No. CGC-15-545961; Cruz v. Redfin Corporation, U.S. District Court Northern District of California, Case No. 3:14-cv-05234-THE; Culley v. Lincare Inc. & Alpha Respiratory Inc., U.S. District Court eastern District of California, Case No. 2:15-cv-00081-GEB-CMK; Cunningham v. Leslie's Poolmart, Inc., U.S. District Court, Central District of California, Case No. 13-cv-02122-CAS; Curry v. California Testing Bureau/McGraw Hill, U.S. District Court, Northern District of California, Case No. C-05-4003 JW; Daniels, et al. v. Philip Morris,(In Re Tobacco Cases II) – Class Certification Granted, San Diego Superior Court, Case No. JCCP 4042; Davis v. Genex Holdings Inc., Santa Clara County Superior Court, Case No. 1-13-cv-240830; Davis v. Clear Connection, LLC, San Diego County Superior Court, Case No. 37-2014-00035173-CU-OE-CTL; Day v. WDC Exploration, Orange County Superior Court, Case No. 30-2010-00433770; Dedrick v. Hollandia Dairy, San Diego County Superior Court, Case No. 37-2014-00004311-Cu-OE-CTL; Delmare v. Sungard Higher Education - Settled U.S. District Court, Southern District of California, Case No. 07-cv-1801; Del Rio v. Tumi Stores, Inc., San Diego County Superior Court, Case No. 37-2015-00022008-CU-OE-CTL; Dewane v. Prudential, U.S. District Court, Central District of California, Case No. SA CV 05-1031; Diesel v. Wells Fargo Bank, Orange County Superior Court, Case No. 30-2011-00441368; Dirienzo v. Dunbar Armored, U.S. District Court, Southern District of California, Case No. 09-cv-2745; Dobrosky v. Arthur J. Gallagher Service Company, LLC, Class certification Granted, No. EDCV 13-0646 JGB (Spx); Dodds v. Zaven Tootikian, Los Angeles County Superior Court, Case No. BC494402; Drumheller v. Radioshack Corporation, United States District Court, Central District of California, Case No. SACV11-355; Enger v. Kaiser Foundation Health Plan, U.S. District Court, Southern District of California, Case No. 09-cv-1670; Escobar v. Silicon Valley Security & Patrol, Inc., Santa Clara County Superior Court, Case No. 1-14-cv272514; Fierro v. Chase Manhattan - Class Certification Granted, Settled San Diego Superior Court, Case No. GIN033490; Figueroa v. Circle K Stores, Inc., San Diego County Superior Court, Case No. 37-2012-00101193-CU-OE-CTL; Finch v. Lamps Plus, (Lamps Plus Credit Transaction Cases), San Diego Superior Court, Case No. JCCP 4532; Fletcher v. Verizon, U.S. District Court, Southern

District of California, Case No. 09-cv-1736; Francisco v. Diebold, U.S. District Court, Southern District of California, Case No. 09-cv-1889; Friend v. Wellpoint, Los Angeles Superior Court, Case No. BC345147; Frudakis v. Merck Sharp & Dohme, U.S. District Court, Central District California, Case No. SACV 11-00146; Fulcher v. Olan Mills, Inc., U.S. District Court, Northern District of California, Case No. 11-cv-1821; Gabisan v. Pelican Products, U.S. District Court, Southern District California, Case No. 08 cv 1361; Galindo v. Sunrun Installation Services Inc., San Diego County Superior Court, Case No. 37-2015-00008350-CU-OE-CTL; Gallagher v. Legacy Partners Commercial, Santa Clara County Superior Court, Case No. 112-cv-221688; Ghattas v. Footlocker Retail, Inc., U.S. District Court Central District of California, Case No. CV 13-0001678 PA; Gibson v. World Savings, Orange County Superior Court, Case No. 762321; Goerzen v. Interstate Realty Management, Co., Stanislaus County Superior Court, Case No. 679545; Gomez v. Enterprise Rent-A-Car, U.S. District Court, Southern District of California, Case No. 3:10-cv-02373; Gordon v. Wells Fargo Bank, U.S. District Court, Southern District of California, Case No. 3:11-cv-00090; Grabowski v. CH Robinson, U.S. District Court, Southern District of California, Case No. 10-cv-1658; Gross v. ACS Compiq Corporation, Orange County Superior Court, Case No. 30-2012-00587846-CU-OE-CXC; Gripenstraw v. Buffalo Wild Wings, U.S. District Court, Eastern District of California, Case No. 12-CV-00233; Gruender v. First American Title, Orange County Superior Court, Case No. 06 CC 00197; Guillen v. Univision Television Group, Inc. & Univision Management Co., San Francisco County Superior Court, Case No. CGC-12-526445; Gujjar v. Consultancy Services Limited, Orange County Superior Court, Case No. 30-2010-00365905; Gutierrez v. Five Guys Operations, LLC, San Diego County Superior Court, Case No. 37-2012-00086185-CU-OE-CTL; Handler v. Oppenheimer, Los Angeles Superior Court, Civil Action No. BC343542; Harley v. Tavistock Freebirds, LLC, Sacramento County Superior Court, Case No. 34-2014-00173010; Harrington v. Corinthian Colleges – Class Certification Granted, Orange Superior Court; United States Bankruptcy Court District of Delaware; Harvey v. PQ Operations, Inc., Los Angeles County Superior Court, Case No. BC497964; Henshaw v. Home Depot U.S.A., United States District Court, Central District of California, Case No. SACV10-01392; Heithold v. United Education Institute, Orange County Superior Court, Case No. 30-2013-00623416-CU-OE-CXC; Hibler v. Coca Cola Bottling, Settled U.S. District Court, Southern District of California, Case No. 11cv0298; Hildebrandt v. TWC Administration LLC & Time Warner NY Cable, LLC, U.S. District Court, Central District of California, Case No. ED-cv-13-02276-JGB; Hopkins v. BCI Coca-Cola Bottling Company of Los Angeles, United states District Court, Central District of California; U.S. Court of Appeals 9<sup>th</sup> Circuit; Howard v. Southern California Permanente Medical Group, Los Angeles Superior Court, Case No. BC586369; Hughes v. Parexel International, Los Angeles County Superior Court, Case No. BC485950; Hurley v. Comcast of California/Colorado/Texas/Washington, Inc., Sonoma County Superior Court, Case No. SCV-253801; Irving v. Solarcity Corporation, San Mateo County Superior Court, Case No. CIV525975; Jacobs v. Nu Horizons - Settled Santa Clara County Superior Court, Case No. 111cv194797; Jefferson v. Bottling Group LLC (Pepsi) - Class Certification Granted, Orange County Superior Court, Case No. 30-2009-0018010; Jones v. E\*Trade Mortgage, U.S. District Court, Southern District California Case No. 02-CV-1123 L (JAH); Kennedy v. Natural Balance - Dismissal Reversed on Appeal, San Diego Superior Court, Case No. 37-2007-00066201; Keshishzadeh v. Arthur J. Gallagher Service Co., U.S. District Court, Southern District of California, Case No. 09-cv-0168; Kinney v. AIG Domestic Claims / Chartis, U.S. District Court, Central District of California, Case No. 8:10-cv-00399; Kizer v. Tristar Risk Management, Orange County Superior Court, Case No. 30-2014-00707394-CU-OE-CXC; Kleinberg v. Reeve Trucking Company, Inc., San Diego County Superior Court, Case No. 37-2015-00001601-CU-OE-CTL; Kove v. Old Republic Title, Alameda County Superior Court, Case No. RG09477437; Krellcom v. Medley Communications, Inc., San Diego County Superior Court, Case No. 37-2013-00050245-CU-OE-CTL; Ladd v. Extreme Recovery, LP, Contra Costa County Superior Court, Case No. MSC11-02790; Langille v. EMC, U.S. District Court, Southern District of California, Case No. 09-cv-0168; Lawson v. Marquee Staffing, Los Angeles County Superior Court, Case No. 37-2012-00103717-

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Navajo Express, Inc. – San Bernardino County Superior Court, Case No. CIVDS1613846; Lara v. Commercial Protective Service, Inc. – Los Angeles County Superior Court, Case No. BC648921; Picos v. Culinart of California, Inc. – San Diego County Superior Court, Case No. JCCP 4892; Samaniego v. A&I Transport, Inc. – Santa Cruz County Superior Court, Case No. 16CV01894; Bailey v. Romanoff Floor Covering, Inc. – U.S. District Court, Eastern District of California, Case No. 17-CV-00685-TLN-CMK; Aguirre v. Bitech, Inc. – Sacramento County Superior Court, Case No. 34-2016-002022; Phillips v. DI Overnite LLC – San Diego County Superior Court, Case No. 37-2016-00016800-CU-OE-CTL; Jacob v. Pride Transport, Inc. – Santa Cruz County Superior Court, Case No. 16CV1337; Bennett v. Heartland Express, Inc. of Iowa – San Diego County Superior Court, Case No. 37-2016-00015056-CU-OE-CTL; Stapf v. Mercer Health & Benefits Administration LLC – Los Angeles County Superior Court, Case No. BC643007; Armstrong v. Ruan Transport Corporation – San Bernardino County Superior Court, Case No. CIVDS1605897; Geiger v. Floyd’s 99-California LLC – Orange County Superior Court, Case No. 30-2016-00874943-CU-OE-CXC; Mondrian v. Trius Trucking, Inc. – Fresno County Superior Court, Case No. 16CECG01501; Johnson v. Fedex Office and Print Services, Inc. – Alameda County Superior Court, Case No. RG17856291; Rios v. Pacific Western Bank – San Diego County Superior Court, Case No. 37-2016-00038083; Sanders v. Old Dominion Freight Lines, Inc. – San Diego County Superior Court, Case No. 37-2016-00030725-CU-OE-CTL; Taylor v. Gardner Trucking, Inc. – San Bernardino County Superior Court, Case No. CIVDS1614280; Couture v. Wal-Mart Associates, Inc. – U.S. District Court, Eastern District of California, case No. 16-CV-02202-VC; Bertuol v. AHMC Anaheim Regional Medical Center LP – Orange County Superior Court, Case No. 30-2017-00899024-CO-OE-CXC; Espinoza v. Prime Communications of California, LLC – San Mateo County Superior Court, Case No. 16CIV01563; Archuletta v. Tidy Services, Inc. – Orange County Superior court, Case No. 30-2016-008611892-CU-OE-CXC; Puccini v. Earthbound Farm, LLC – Santa Clara County Superior Court, Case No. 17CV308643; Vikram v. First Student Management, LLC – U.S. District Court, Northern District of California, Case No. 17-CV-04656-KAW; Blair v. Ashley Distribution Services, LTD. – U.S. District Court, Central District of California, Case No. 17-CV-01427-JAK-SP; Richardson v. Service Staffing, LLC – Orange County Superior Court, Case No. 30-2017-00899039-CU-OE-CXC; Coffin v. Certified Freight Logistics, Inc. – San Diego County Superior Court, Case No. 37-2016-00036523-CU-OE-CTL; Encarnacion v. S.A.S. Services Group, Inc. – San Diego County Superior Court, Case No. 37-2017-00026726-CU-OE-CTL; Vasquez v. Golden State Overnight Delivery Service, Inc. – Alameda County Superior Court, Case No. RG17862924; Karr v. Tristar Managed Care, Inc. – Contra Costa Superior Court, case No. MSC17-00650; Gouveia v. Central Cal Transportation – San Joaquin County Superior Court, Case No. STK-CV-UOE-2017-0001765; Miranda v. Genex Services, LLC – U.S. District Court, Northern District of California, Case No. 17-CV-01438-JD; Spears v. Health Net of California, Inc. – Sacramento County Superior Court, Case No. 34-2017-00210560; Martinez v. Geil Enterprises, Inc. – Fresno County Superior Court, Case No. 17CECG01879; McComack v. Marriott Ownership Resorts, Inc. – U.S. District Court, Southern District of California, Case No. 17CV1663 BEN WVG; Velasco v. Lemonade Restaurant Group, LLC – Los Angeles County Superior Court, Case No. BC672235; Smith v. Personnel Services, Inc. – U.S. District Court, Northern District of California, Case NO. 17-CV-03594-SK; Gabriel v. Kuni SDA, LLC – San Diego County Superior Court, Case No. 37-2017-000251191-CU-OE-CTL; Miller v. Mattress Firm, Inc. – Santa Clara County Superior Court, Case No. 17CV313148; Provost v. Yourmechanic, Inc. – San Diego County Superior Court, Case No. 37-2017-00024056-CU-OE-CTL; Zirpolo v. UAG Stevens Creek II, Inc. – Santa Clara County Superior Court, Case No. 17CV313457; Salazar v. Aids Healthcare Foundation – San Diego County Superior Court, Case No. 37-2017-00033482-CU-OE-CTL; Knipe v. Amazon.com, Inc. – San Diego County Superior Court, Case No. 37-2017-00029426-CU-OE-CTL; Erwin v. Caremeridian, LLC – Fresno County Superior Court, Case No. 17CECG03048; Davis v. Cox Communications California, LLC – U.S. District Court, Southern District of California, Case No. 16-CV-00989-BAS-BLM; Lara v. RMI International, Inc. – Los Angeles County Superior Court, Case No. BC597695; Harper v. C.R. England, Inc. – U.S. District Court, Utah Central

Division, Case No. 16-CV-00906-DB; Mrazik v. C.H. Robinson Company – U.S. District Court, Central District of California, Case No. 12-CV-02067-CAS-PLA; Horn v. Rise Medical Staffing, LLC – U.S. District Court, Eastern District of California, Case No. 2:17-cv-01967-MCE-KJN; Pasallo v. GSG Protective Services CA Inc. – San Diego Superior Court, Case No. 37-2018-00037611-CU-OE-CTL; Smith v. Pacific Personnel Services, Inc. – U.S. District Court, Northern District of California, Case No. 17-cv-03594-SK; Terrado v. Accredited Debt Relief, LLC – San Diego Superior Court, Case No. 37-2018-00014181-CU-OE-CTL; Escobedo v. Pacific Western Bank – Los Angeles Superior Court, Case No. BC682686; Wade v. Automobile Club of Southern California – Orange County Superior Court, Case No. 30-2017-00960268-CU-OE-CXC; Montano v. American Automobile Association of Northern California – Contra Costa County Superior Court, Case No. CIVMSC18-01539; Perez v. Summit Interconnect, Inc. – Orange County Superior Court, Case No. 30-2018-00995403-CU-OE-CXC; Wolleson v. Gosch Imports, Inc. – Riverside County Superior Court, Case No. RIC170356; Banuelos v. Ortho Mattress, Inc. – Orange County Superior Court, Case No. 30-2020-01161304-CU-OE-CXC; Castellanos v. Miller Automotive Group, Inc. – Los Angeles County Superior Court, Case No. BC699211; Tressler v. Spoonful Management, LLC – Los Angeles County Superior Court, Case No. BC71940; Delph v. Employee Retention Services, LLC – San Diego County Superior Court, Case No. 37-2018-00007885; Romero v. May Trucking Company – U.S. District Court, Central District of California, Case No. 5:17-cv-02166-JGB-SHK; Miranda v. Genex Services, LLC – San Bernardino County Superior Court, Case No. CIVDS1700779; Moore v. Zirx Transportation Services, Inc. – Los Angeles County Superior Court, Case No. CGC-18-566655; Sottile v. Motion Recruitment Partners – Santa Clara County Superior Court, Case No. 18CV321677; Shahbazian v. Fast Auto Loans, Inc. – U.S. District Court, Central District of California, Case No. 2:18-cv-03076-ODW-KS; Salazar v. Johnson & Johnson Consumer Inc. – Los Angeles County Superior Court, Case No. BC702468; Conti v. L’Oreal USA S/D, Inc. – U.S. District Court, Eastern District of California, Fresno, Case No. 1:19-CV-00769-LJO-SKO; Mercado v. Security Industry Specialists, Inc. – Santa Clara County Superior Court, Case No. 17CV320059; Vikili v. Dignity Health – San Francisco County Superior Court, Case No. CGC-18-569456; Bagby v. Swissport SA, LLC – Los Angeles County Superior Court, Case No. BC691058; Henry v. Motion Entertainment Group, LLC – San Francisco County Superior Court, Case No. CGC18565643; Dandoy v. West Coast Convenience, LLC – Alameda County Superior Court, Case No. HG20051121; Lanuza v. AccentCare, Inc. – San Francisco County Superior Court, Case No. CGC-18-565521; Thomas v. Easy Driving School, LLC – San Diego County Superior Court, Case No. 37-2018-00047639-CU-OE-CTL; Erickson v. Erickson – Contra Costa County Superior Court, Case No. MSC18-00307; Martin v. Menzies Aviation (USA) Inc. – San Francisco County Superior Court, Case No. CGC-18-566072; Mortimer v. Healthsouth Bakersfield Rehabilitation Hospital, LLC – Kern County Superior Court, Case No. BCV-18-102761; Alcaraz v. Red Lion Hotels Corporation – San Francisco County Superior Court, Case No. CGC-18-570310; Calhoun v. Total Transportation and Distribution, Inc. – San Diego County Superior Court, Case No. 37-2018-00058681-CU-OE-CTL; Rataul v. Overton Security Services, Inc. – Alameda County Superior Court, Case No. RG18891882; Beltran v. Compass Bank – San Diego County Superior Court, Case No. 37-2019-00024475-CU-OE-CTL; Kirshner v. Touchstone Golf, LLC – San Diego County Superior Court, Case No. 37-2018-00028865-CU-OE-CTL; Pizarro v. The Home Depot, Inc. – U.S. District Court for the Northern District of Georgia-Atlanta Division; Hatanaka v. Restore Rehabilitation, LLC – San Diego County Superior Court, Case No. 37-2018-00034780-CU-OE-CTL; Faria v. Carriage Funeral Holdings, Inc. – Contra Costa County Superior Court, Case No. MSC18-00606; Ontiveros v. Baker Concrete Construction, Inc. – Santa Clara County Superior Court, Case No. 18CV328679; Morales v. Redlands Automotive Services, Inc. – San Bernardino County Superior Court, Case No. CIVDS1807525; Ramirez v. Carefusion Resources, LLC – U.S. District Court, Southern District of California; Amster v. Starbucks Corporation – San Bernardino Superior Court, Case No. CIVDS1922016; Kutzman v. Derrel’s Mini Storage, Inc. – U.S. District, Eastern District of California, Case No. 1:18-cv-00755-AWI-JLT; Marks v. Universal Propulsion Company, Inc. – Solano County Superior Court, Case No. FCS051608; Martinez v. Geil Enterprises,

Inc. – Fresno County Superior Court, Case No. 17CECG01480; Teniente v. Cirrus Asset Management, Inc. – Los Angeles County Superior Court, Case No. 20STCV16302; Blackshear v. California Fine Wine & Spirits LLC – Sacramento County Superior Court, Case No. 34-2018-00245842; Warnick v. Golden Gate America West LLC – Los Angeles County Superior Court, Case No. BC714176; Bennett v. Dnata Aviation USA, Inc. – San Francisco County Superior Court, Case No. CGC-18-566911; George v. PF Stockton Fitness LLC – Sacramento County Superior Court, Case No. 34-2019-00261113-CU-OE-GDS; Oshana v. Farmers and Merchants Bank of Central California – Stanislaus County Superior Court, Case No. CV-19-003427; Vasquez v. Packaging Corporation of America – U.S. District Court, California Central District, Case No. 2:19-cv-01935-PSG-PLA; Palomino v. Zara USA Inc. – Orange County Superior Court, Case No. 30-2018-00992682-CU-OE-CXC; Simmons v. Joe & The Juice LA, LLC – San Francisco County Superior Court; Pacia v. CIM Group, L.P. – Los Angeles County Superior Court, Case No. BC709666; Flores v. Plastic Express – Los Angeles County Superior Court, Case No. BC71971; Madera v. William Warren Properties, Inc. – Orange County Superior Court, Case No. 30-2019-01055704-CU-OE-CXC; Hernandez v. Quality Custom Distribution – Orange County Superior Court, Case No. 30-2018-01010611-CU-OE-CXC; Arango v. Schlumberger Technology Corporation – Orange County Superior Court, Case No. 30-2019-01056839-CU-OE-CXC; Dandoy v. West Coast Convenience, LLC – Alameda County Superior Court, Case No. HG20051121; Ramirez v. J E H Enterprises, Inc. – San Francisco County Superior Court, Case No. CGC-19-574691; Sullen v. First Service Residential California, LLC – San Francisco County Superior Court, Case No. CGC-19-575131; Valentino v. East Bay Tire Co. – Solano County Superior Court, Case No. FCS053067; Murphy v. Rockler Retail Group, Inc. – Sacramento Superior Court, Case No. 34-2019-00251220; Shahbazian v. Onewest Bank – Los Angeles County Superior Court, Case No. 19STCV23722; Bruemmer v. Tempur Retail Stores LLC – Marin County Superior Court, Case No. CIV1803646; Antonios v. Interface Rehab, Inc. – Orange County Superior, Case No. 30-2019-01067547-CU-OE-CXC; Tavallodi v. DC Auto, Inc. – San Bernardino, Case No. CIVDS1833598; Miranda v. The Lloyd Pest Control Co. – San Diego County Superior Court, Case No. 37-2018-00052510-CU-OE-CTL; Soenardi v. Magnussen Imports, Inc. – Santa Clara County Superior Court, Case No. 18CV340003; Thai v. Team Industrial Services, Inc. – Los Angeles County Superior Court, Case No. 19STCV21953; Castillo v. A.J. Kirkwood & Associates, Inc. – Los Angeles County Superior Court, Case No. 19STCV04435; Moss v. Jabil Inc. – Alameda County Superior Court, Case No. HG20050536; Billosillo, Jr. v. Crown Energy Services, Inc. – San Diego County Superior Court, Case No. 37-2018-00058254-CU-OE-CTL; Tarkington v. Freetime, Inc. – San Diego County Superior Court, Case No. 37-2019-00011473-CU-OE-CTL; McIntyre v. J.J.R. Enterprises, Inc. – Sacramento County Superior Court, Case No. 34-2019-00251220; Bucur v. Pharmaca Integrative Pharmacy, Inc. – San Diego County Superior Court, Case No. 37-2019-00009409-CU-OE-CTL; Batin v. McGee Air Services, Inc. – Santa Clara County Superior Court, Case No. 19CV347733; Terry v. McGee Air Services, Inc. – King County Superior Court of Washington, Case No. 19-2-3321-5 KNT; Weiss v. Niznik Behavioral Health Resources, Inc. – San Diego County Superior Court, Case No. 37-2019-00039441-CU-OE-CTL; Cavada v. Inter-Continental Hotels Group, Inc. – U.S. District Court, Southern District of California, Case No. 3:19-cv-01675-GPC-AHG; Lesevic v. Spectraforce Technologies, Inc. – U.S. District Court, Northern District of California, Case No. 5:19-cv-03126-LHK; Mutchler v. Circle K Stores, Inc. – San Diego County Superior Court, Case No. 37-2020-00016331-CU-OE-CTL; Azima v. CSI Medical Group – Santa Clara County Superior Court, Case No. 19CV345450; Porras v. Baypointe Enterprises, LLC – Los Angeles County Superior Court, Case No. 19STCV31015; Mitchell v. Mack Trucking, Inc. – San Bernardino County Superior Court, Case No. CIVDS1928334; Watts v. T.R.L. Systems, Incorporated – Orange County Superior Court, Case No. 30-2019-01102457-CU-OE-CXC; Price v. DMSD Restaurants Inc. – San Diego County Superior Court, Case No. 37-2019-00024062-CU-OE-CTL; Jacobs v. Nortek Security & Control LLC – San Diego County Superior Court, Case No. 37-2019-0019735-CU-OE-CTL; Gonzalez v. Hub International Midwest – San Bernardino County Superior Court, Case No. CIVDS1900463; Cisneros v. Bluepearl California, Inc. – San Mateo Superior Court, Case No. 19-

CIV-05707; Garcia v. Gallagher Basset Services – San Bernardino Superior Court, Case No. CIVDS2004140; Callow v. Adventist Health System/West – Placer County Superior Court, Case No. SCV0043607; Dominguez v. Kimco Facility Services, LLC – Los Angeles County Superior Court, Case No. 19STCV37592; Searles v. Robert Heath Trucking, Inc. – Los Angeles County Superior Court, Case No. 19STCY30808; Rangel v. Pioneer Hi-Bred international, Inc. – Yolo County Superior Court, Case No. CV-19-1797; Ivon v. Sinclair Television of California, Humboldt County Superior Court, Case No. DR190699; Williams v. Henkels & McCoy, Inc. – San Bernardino County Superior Court, Case No. CIVDS2003888; Cano v. Larry Green Chrysler Jeep Dodge, Inc. – Riverside County Superior Court, Case No. BLC1900184; Lopez v. Cepheid – Santa Clara County Superior Court, Case No. 19CV358827; Hernandez v. Quick Dispense, Inc. – Los Angeles County Superior Court, Case No. 19STCV29405; Lopez v. Lacoste USA, Inc. – San Bernardino County Superior Court, Case No. CIVDS1914626; Duhe v. Hospital Couriers Nevada, LLC – Contra Costa County Superior Court, Case No. MSC19-01377; Law v. Sequoia Equities, Incorporated – Contra Costa Superior Court, Case No. C19-01925; Dvorak v. Rockwell Collins, Inc. – San Diego County Superior Court, Case No. 37-2019-00064397-CU-OE-CTL; Noguera v. Metal Container Corporation – Riverside County Superior Court, Case No. RIC2003235; Leon v. Miller Event Management, Inc. – San Luis Obispo Superior Court, Case No. 19CV-0435; Leon v. Miller Event Management, Inc. – San Luis Obispo County Superior Court, Case No. 19CV-0435, Camacho-Bias v. Serve U Brands Inc. – Butte County Superior Court, Case No. 20CV00603; La Pietra v. Entertainment Partners Services, LLC – Los Angeles County Superior Court, Case No. 19STCV39529; Celis v. Theatre Box - San Diego, LLC – San Diego County Superior Court, Case No. \_\_\_\_; Ignacio v. Laboratory Corporation of America – U.S. District Court, California Central District, Case No. 2:19-cv-06079-AB-RAO; Kovnas v. Cahill Contractors LLC – Alameda County Superior Court, Case No. RG19037852; Hersh v. Mrs. Gooch's Natural Food – Los Angeles County Superior Court, Case No. 19STCV10444; Miller v. The Permanente Medical Group – Alameda County Superior Court, Case No. RG19045904; Vasquez v. Autoalert, LLC – Orange County Superior Court, Case No. 30-2019-01114549-CU-OE-CXC; Cavanaugh v. Morton Golf, LLC – Sacramento County Superior Court, Case No. 34-2019-00270176; Coley v. Monroe Operations, LLC – Alameda County Superior Court, Case No. RG20063188; Ramirez v. Sierra Aluminum Company – U.S. District Court, California Central District Court, Case No. 5:20-cv-00417-JGB-KK; Marrero v. Stat Med, P.C. – Alameda County Superior Court, Case No. HG19043214; Enriquez v. Solari Enterprises, Inc. – Los Angeles County Superior Court, Case No. 20STCV11129; Craig v. Hometown Heart – San Francisco County Superior Court, Case No. CGC-20-582454; Lopez v. Hy0Lang Electric California, Inc. – San Diego County Superior Court, Case No. 37-2020-00012543-CU-OE-CTL; Heuklom v. Clara Medical Group, P.C. – San Francisco County Superior Court, Case No. CGC-20-585918; Dominguez v. Lifesafer of Northern California – Monterey County Superior Court, Case No. 20CV002586; Kiseleva v. Totalmed Staffing Inc. – U.S. District Court, California Northern District, Case No. 5:19-cv-06480; Vires v. Sweetgreen, Inc. – Santa Clara County Superior Court, Case No. 20CV365918; Kim v. Wireless Vision, LLC – San Bernardino County Superior Court, Case No. CIVDS2000074; Senoren v. Air Canada Corporation – Los Angeles County Superior Court, Case No. 20STCV13942; Clark v. Quest Diagnostics Incorporated – San Bernardino County Superior Court, Case No. CIVDS2018707; Green v. Shipt, Inc. – Los Angeles County Superior Court, Case No. 20STCV01001; Respass v. The Scion Group LLC – Sacramento County Superior County, Case No. 34-2020-00285265; Jackson v. Decathlon USA LLC – Alameda County Superior Court, Case No. RG2003024; Avacena v. FTG Aerospace Inc. – Los Angeles County Superior Court, Case No. 20STCV28767; Perez v. Butler America, LLC – Los Angeles County Superior Court, Case No. 20STCV20218; Christensen v. Carter's Retail, Inc. – Orange County Superior Court, Case No. 30-2020-01138792-CU-OE-CXC; Astudillo v. Torrance Health Association, Inc. – Los Angeles County Superior Court, Case No. 20STCV18424; Hansen v. Holiday AI Management Sub LLC – Contra Costa County Superior Court, Case No. CIVMSC20-00779; Almahdi v. Vitamin Shoppe Industries Inc – Santa Clara County Superior Court, Case No. 20CV365150; Krisinda v. Loyal Source Government Services LLC – U.S. District Court, California

Southern District, Case No. 3:20-cv-879-LAB-NLS; Ettedgui v. WB Studio Enterprises Inc – U.S. District Court, California Central District, Case No. 2:20-CV-08053-MCS (MAAx); Fernandez v. Nuvision Federal Credit Union – Orange County Superior Court, Case No. 30-2020-01161691-CU-OE-CJC; Aviles v. UPS Supply Chain Solutions, Inc. – Riverside County Superior Court, Case No. RIC2000727; Alcocer v. DSV Solutions, LLC – San Bernardino Superior Court, Case No. CIVDS2010345; Wilson v. Wholesome Harvest Baking, LLC – U.S. District Court, California Northern District, Case No. 4:20-cv-05186-YGR; Gregory v. Verio Healthcare, Inc. – Los Angeles County Superior Court, Case No. 20STCV37254; Rose v. Impact Group, LLC – Orange County Superior Court, Case No. 30-2020-01141107-CU-OE-CXC; Monasterio v. Citibank, N.A. – San Mateo County Superior Court, Case No. 20-CIV-03650; Martinez-Lopez v. Medamerica, Inc. – San Diego County Superior Court, Case No. 37-2020-00034393-CU-OE-CTL; Cox v. PRB Management, LLC – Solano County Superior Court, Case No. FCS055514; Nash v. K. Hovnanian Companies, LLC – Riverside County Superior Court, Case No. RIC2003319; Kyler v. Harbor Freight Tools USA, Inc. – San Diego County Superior Court, Case No. 37-2020-00015828-CU-OE-CTL; Roberts v. Solantic Corporation – Los Angeles County Superior Court, Case No. 20STCV41117; Price v. Mistras Group, Inc. – Los Angeles County Superior Court, Case No. 20STCV22485; Macias v. ABM Electrical & Lighting Solutions, Inc. – San Diego County Superior Court, Case No. 37-2020-00024997-CU-OE-CTL; Basu-Kesselman v. Garuda Labs, Inc. – San Francisco County Superior Court, Case No. CGC-20-585229; Armstrong v. Prometric LLC – Los Angeles County Superior Court, Case No. 20STCV29967; Ashlock v. Advantis Medical Staffing, LLC – San Diego County Superior Court, Case No. 37-2020-00022305-CU-OE-CTL; Wilson v. WXI Global Solutions, LLC – Los Angeles County Superior Court, Case No. 20STCV25007; Gandhale v. Select Rehabilitation, LLC – Monterey County Superior Court, Case No. 20CV002240; Starvoice v. G4S Secure Solutions (USA) Inc. – San Diego County Superior Court, Case No. 37-2020-00029421-CU-OE-CTL; Mbise v. Axlehire, Inc. – Alameda County Superior Court, Case No. RG20067350; Points v. C&J Services, Inc. – Kern County Superior Court, Case No. BCV-20-102483; Marshall v. PHI Air Medical, LLC – Lassen County Superior Court, Case No. 62973; Jauregui v. Cytotec Engineered Materials, Inc. – Orange County Superior Court, Case No. 30-2020-01164932-CU-OE-CXC

**EXHIBIT #4**

**BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP**

**2255 CALLE CLARA**

**LA JOLLA, CALIFORNIA 92037**

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WRITERS E-MAIL:

[Nick@bamlawca.com](mailto:Nick@bamlawca.com)

WRITERS EXT:

1004

January 2, 2020

CA1954

**VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT**

Labor and Workforce Development Agency  
Online Filing

Cafe Rio, Inc.  
Certified Mail # 70192280000189178274  
C T Corporation System  
818 West Seventh Street, Suite 930  
Los Angeles, CA 90017

Re: Notice Of Violations Of California Labor Code Sections §§ 201, 202, 203, 204, 210, 226(a), 226.7, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, Violation of Applicable Industrial Welfare Commission Wage Order(s), and Pursuant To California Labor Code Section 2699.5.

Dear Sir/Madam:

“Aggrieved Employees” refers to all individuals who are or previously were employed by Defendant Cafe Rio, Inc. in California and classified as non-exempt employees during the time period of January 2, 2019 until a date as determined by the Court. Our offices represent Plaintiff Abner Quincho (“Plaintiff”), and other Aggrieved Employees in a lawsuit against Defendant Cafe Rio, Inc. (“Defendant”). Plaintiff was employed by Defendant in California from May of 2017 to July 27, 2019 as a non-exempt employee entitled to the legally required meal and rest breaks and payment for all time worked under Defendant’s control. Defendant, however, unlawfully failed to record and pay Plaintiff and other Aggrieved Employees for all of their time worked, including minimum and overtime wages, and for all of their missed meal and rest breaks. Plaintiff further contends that Defendant failed to provide accurate wage statements to him, and other Aggrieved Employees, in violation of California Labor Code section 226(a). Additionally, Plaintiff contends that Defendant failed to comply with Industrial Wage Order 7(A)(3) in that Defendant failed to keep time records showing when Plaintiff began and ended each shift and meal period. Said conduct, in addition to the foregoing, as well as the conduct alleged in the incorporated Complaint, violates Labor Code §§ 201, 202, 203, 204, 210, 226(a), 226.7, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, Violation of the applicable Industrial Welfare Commission Wage Order(s), and is therefore actionable under California Labor Code section 2699.3.

A true and correct copy of the Complaint by Plaintiff against Defendant, which (i) identifies the alleged violations, (ii) details the facts and theories which support the alleged violations, (iii) details the specific work performed by Plaintiff, (iii) sets forth the people/entities, dates, classifications, violations, events, and actions which are at issue to the extent known to Plaintiff, and (iv) sets forth the illegal practices used by Defendant, is attached hereto. This information provides notice to the Labor and Workforce Development Agency of the facts and theories supporting the alleged violations for the agency's reference. Plaintiff therefore incorporates the allegations of the attached Complaint into this letter as if fully set forth herein. If the agency needs any further information, please do not hesitate to ask.

This notice is provided to enable Plaintiff to proceed with the Complaint against Defendant as authorized by California Labor Code section 2699, *et seq.* The filing fee of \$75 is being mailed to the Department of Industrial Relations Accounting unit with an identification of the Plaintiff, the Defendant and the notice. The lawsuit consists of other Aggrieved Employees. As counsel, our intention is to vigorously prosecute the claims as alleged in the Complaint, and to procure civil penalties as provided by the Private Attorney General Statue of 2004 on behalf of Plaintiff and all Aggrieved Employees.

Your earliest response to this notice is appreciated. If you have any questions of concerns, please do not hesitate to contact me at the above number and address.

Respectfully,

*/s/ Nicholas J. De Blouw*

Nicholas J. De Blouw, Esq.

**EXHIBIT #5**

**BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP**

**2255 CALLE CLARA  
LA JOLLA, CALIFORNIA 92037**

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WRITERS E-MAIL:

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WRITERS EXT:

1004

June 24, 2021

CA1954

**VIA ONLINE FILING TO LWDA; CERTIFIED MAIL TO DEFENDANT;  
ELECTRONIC MAIL TO COUNSEL FOR DEFENDANT**

Labor and Workforce Development Agency  
Online Filing

Cafe Rio, Inc.

Certified Mail #70203160000075432688

C T Corporation System

818 West Seventh Street, Suite 930

Los Angeles, CA 90017

Morgan, Lewis & Bockius LLP

Daryl S. Landy

Alexander L. Grodan

David J. Rashe

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[david.rashe@morganlewis.com](mailto:david.rashe@morganlewis.com)

Amended Notice for LWDA Case No. LWDA-CM-764285-20

Re: Notice Of Violations Of California Labor Code Sections §§ 201,  
202, 203, 204, 210, 226(a), 226.7, 510, 512, 558(a)(1)(2), 1194, 1197,  
1197.1, 1198, 2802, Violation of Applicable Industrial Welfare  
Commission Wage Order(s), and Pursuant To California Labor Code  
Section 2699.5.

Dear Sir/Madam:

Our offices represent Plaintiff Abner Quincho ("Plaintiff"), and other Aggrieved Employees in a lawsuit against Defendant Café Rio, Inc. ("Defendant"). "Aggrieved Employees" refers to all individuals who are or previously were employed by Defendant Café Rio, Inc. in California and classified as non-exempt employees during the time period of January 2, 2019 until a date as determined by the Court.

Plaintiff originally sent a PAGA Notice on January 2, 2020 and gave notice to the LWDA and Defendant to enable Plaintiff to proceed with the Complaint against Defendant as authorized by California Labor Code section 2699, *et seq.*

This Amended Notice is intended to amend Plaintiff's original PAGA Notice to include additional allegations stemming from Defendant's failure to pay all wages, including wages for sick leave taken, in compliance with Labor Code sections 203 and

204, as well as additional allegations stemming from Defendant's failure to provide itemized accurate wage statements in compliance with Labor Code section 226.

Defendant unlawfully failed to comply with the Health Workplace Healthy Family Act of 2014, Labor Code section 246 *et seq.*, which mandates that Defendant pay Plaintiff and the other Aggrieved Employees sick leave taken at their regular rate of pay. Defendant however paid Plaintiff and the other Aggrieved Employees sick leave at a rate lower than their regular rate of pay in violation of Labor Code sections 203 and 204. Further, Defendant failed to compensate Plaintiff and Aggrieved Employees for all time worked because Plaintiff and Aggrieved Employees were not paid for time donning and doffing required work attire. Instead, Plaintiff and Aggrieved Employees were not paid unless and until their uniform and appearance standards complied with Defendant's strict uniform and appearance requirements, detailed in Defendant's policies.

Further, although Defendant was required to provide accurate itemized wage statements to Plaintiff and Aggrieved Employees, Defendant failed to accurately list the total hours worked on the wage statements of Plaintiff and Aggrieved Employees and failed to list the start date of the pay period on the wage statements of Plaintiff and Aggrieved Employees.

Said conduct, in addition to the foregoing, as well as the conduct alleged will be incorporated into a First Amended Complaint, stating that the conduct violates Labor Code §§ 201, 202, 203, 204, 210, 226(a), 226.7, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, Violation of the applicable Industrial Welfare Commission Wage Order(s), and is therefore actionable under California Labor Code section 2699.3.

This notice is provided to enable Plaintiff to proceed with the Complaint against Defendant as authorized by California Labor Code section 2699, *et seq.* The filing fee of \$75 was mailed to the Department of Industrial Relations Accounting unit when Plaintiff filed the Original PAGA Notice, which provided an identification of Plaintiff, Defendant and the notice. The lawsuit consists of other Aggrieved Employees. As counsel, our intention is to vigorously prosecute the claims as alleged in the Complaint, and to procure civil penalties as provided by the Private Attorney General Statue of 2004 on behalf of Plaintiff and all Aggrieved Employees.

Your earliest response to this notice is appreciated. If you have any questions of concerns, please do not hesitate to contact me at the above number and address.

Respectfully,

/s/ Victoria B. Rivapalacio  
Victoria B. Rivapalacio, Esq.

**EXHIBIT #6**



Class Action Settlement Administration

3194-C Airport Loop Drive  
Costa Mesa, CA 92626  
800-779-2104 www.simpluris.com

|                |          |               |                                                                          |
|----------------|----------|---------------|--------------------------------------------------------------------------|
| Estimate #:    | 13426    | Prepared By:  | Michael Sutherland                                                       |
| Estimate Date: | 6/8/2021 | Direct Dial # | 321-223-5067                                                             |
|                |          | Email:        | <a href="mailto:ksutherland@simpluris.com">ksutherland@simpluris.com</a> |

|                  |                                                                  |                  |                         |
|------------------|------------------------------------------------------------------|------------------|-------------------------|
|                  | <u>Plaintiff Attorney</u>                                        |                  | <u>Defense Attorney</u> |
| Attorney/Client: | <b>Kyle Nordrehaug</b>                                           | Attorney/Client: |                         |
| Firm:            | <b>Blumenthal Nordrehaug &amp; Bhowmik</b>                       | Firm:            |                         |
| Email:           | <a href="mailto:kyle@bamlawca.com">&lt;kyle@bamlawca.com&gt;</a> | Email:           |                         |

Case Name: Cafe Rio: PAGA Distribution

|                               |                 |
|-------------------------------|-----------------|
| <b>Anticipated Total Cost</b> | <b>\$11,386</b> |
| <b>Cost per Person</b>        | <b>\$4.74</b>   |

**Terms:**

- 1) Capped Fees assume that Simpluris will receive data in a Single Excel file with no substantial change in class size or response rate.
- 2) Case setup and Notification fees to be invoiced prior to mailing.

|                            |         |                     |           |
|----------------------------|---------|---------------------|-----------|
| Total Possible Class Size: | 2,400   | Undeliverable Rate: | 20%       |
| Response Rate:             | N/A     | Call Rate:          | N/A       |
| Length of Response Period: | N/A     | Fund Distribution:  | Simpluris |
| Mailing Document Language: | English | Redistribution:     | No        |
| Reminder Post Card         | Yes     | State               | Single    |
| Uncashed Funds             | Escheat |                     |           |

**Case Setup**

| Data Compilation - Develop Case Specific Response Tracking - Error Reports |            |            |          |
|----------------------------------------------------------------------------|------------|------------|----------|
| Category                                                                   | Unit Value | # of Units | Total    |
| Project Manager - Case Setup                                               | \$125.00   | 1          | \$125.00 |
| Database Manager - Initial Data Analysis                                   | \$140.00   | 1          | \$140.00 |
| Total                                                                      |            |            | \$265.00 |

**Distribution**

| Setup a Disbursement Account                                                                                        |            |            |             |
|---------------------------------------------------------------------------------------------------------------------|------------|------------|-------------|
| Print & Mail Checks to Class Members-W-2, 1099's-- File Reports with Appropriate Federal & State Taxing Authorities |            |            |             |
| Account Management & Reconciliation                                                                                 |            |            |             |
| Category                                                                                                            | Unit Value | # of Units | Total       |
| Disbursement Data Preparation                                                                                       | \$140.00   | 1          | \$140.00    |
| Disbursement Manager - Data Validation                                                                              | \$75.00    | 1          | \$75.00     |
| Setup Banking Account/QSF                                                                                           | \$300.00   | 1          | \$300.00    |
| NCOA Prior to Mailing                                                                                               | \$100.00   | 1          | \$100.00    |
| Print & Mail-Check, 1099 Only                                                                                       | \$1.25     | 2400       | \$3,000.00  |
| Postage                                                                                                             | \$0.50     | 2400       | \$1,200.00  |
| Process Returned Checks                                                                                             | \$0.25     | 480        | \$120.00    |
| Skip Trace Search Undeliverable Checks                                                                              | \$3.00     | 480        | \$1,440.00  |
| Remail Checks                                                                                                       | \$3.00     | 480        | \$1,440.00  |
| Reminder Check Cashing Deadline PC                                                                                  | \$0.70     | 1200       | \$840.00    |
| QSF Account Reconciliation                                                                                          | \$250.00   | 1          | \$250.00    |
| Individual Federal/State Tax Reporting                                                                              | \$250.00   | 1          | \$250.00    |
| QSF Reporting/Declaration                                                                                           | \$300.00   | 1          | \$300.00    |
| QSF Annual Tax Preparation Fee                                                                                      | \$750.00   | 1          | \$750.00    |
| Reissuing Checks/Mailing                                                                                            | \$3.00     | 36         | \$108.00    |
| Reissuing W2s/1099s                                                                                                 | \$3.00     | 36         | \$108.00    |
| Disbursement Agent                                                                                                  | \$75.00    | 1          | \$75.00     |
| Responding to IRS, State, Agency Inquiries                                                                          | \$75.00    | 0          | \$0.00      |
| Escheat management State                                                                                            | \$500.00   | 1          | \$500.00    |
| Disbursement Manager                                                                                                | \$125.00   | 1          | \$125.00    |
| Total                                                                                                               |            |            | \$11,121.00 |



Class Action Settlement Administration

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Costa Mesa, CA 92626  
800-779-2104 www.simpluris.com

**Case Wrap Up**

| Send Final Reports to Counsel        |            |            |        |
|--------------------------------------|------------|------------|--------|
| Category                             | Unit Value | # of Units | Total  |
| Data Manager-Final Reporting         | \$125.00   | 0          | \$0.00 |
| Clerical-Clean Up Any Misc           | \$50.00    | 0          | \$0.00 |
| Project Manager-Wrap-up Final Issues | \$125.00   | 0          | \$0.00 |
| Total                                |            |            | \$0.00 |

|         |            |                         |                    |
|---------|------------|-------------------------|--------------------|
| Postage | \$1,200.00 | <b>Total Case Costs</b> | <b>\$11,386.00</b> |
|---------|------------|-------------------------|--------------------|

All administration services to be provided by Simpluris to Client, are provided subject to the following terms and conditions:

1. **Services.** Simpluris agrees to provide Client those services set forth in the Bid (the "Services") to which these terms and conditions are attached and which has been provided to Client. As compensation for such Services, Client agrees to pay the fees for Services outlined in the Bid. However, Client such fees for Services are estimated based on the requirements provided by Client and actual fees charged by Simpluris may be greater or less than such estimate and Client will be responsible for the payment of all such fees.
2. **Billing and Payment.** Simpluris will invoice Client on a regular basis unless a specific timeframe is otherwise set forth in the Bid. Client shall pay all invoices within 30 days of receipt. Amounts unpaid after thirty (30) days are subject to a service charge at the rate of 1.5% per month or, if less, the highest rate permitted by law. Services are not provided on a contingency basis and Client shall remain liable to Simpluris for all fees for the Services, regardless of any court decisions, and/or actions by the parties, including disapproval or withdrawal of a settlement.
3. **Retention of Documents.** Unless directed otherwise in writing by the Client, Simpluris will destroy all undeliverable mail (except for undeliverable checks) on the date that it is processed and retained in Simpluris' system. Simpluris will maintain records to establish that the subject mail is undeliverable. Simpluris will retain undeliverable checks until the Qualified Settlement Fund is closed. Simpluris will also retain all other class member and putative class member correspondence (including without limitation, claims forms and opt out forms) for one year after final distribution of funds or benefits, or until the date that the disposition of the case is no longer subject to appeal or review, whichever is later. Lastly, Simpluris will retain bank & tax documents for such period of time as it determines is required to maintain compliance with various federal and state requirements.
4. **Limitation of Liability; Disclaimer of Warranties.** Simpluris warrants that it will perform the Services diligently, with competence and reasonable care. Simpluris' only obligation will be to correct any non-conformance with the foregoing warranty. In no event will Simpluris be liable for any lost profits/opportunities, business interruption or delay or, special, consequential, or incidental damages incurred by Client relating to the performance of the Services, regardless of whether Client's claim is for breach of contract, tort (including negligence and strict liability) or otherwise. Under no circumstances will Simpluris be liable to Client for any claims, losses, costs, penalties, fines, judgment or damages, including court costs and reasonable attorney's fees (collectively, "Losses"), whether direct or indirect, arising out of, related to, or in connection with Services in an amount in excess of the total fees charged or chargeable to Client for the particular portion of the Services affected by Simpluris' omission or error. THE WARRANTIES SET FORTH IN THIS SECTION ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE.
5. **Force Majeure.** To the extent performance by Simpluris of any of its obligations hereunder is substantially prevented by reason of any act of God or because of any other matter beyond Simpluris' reasonable control, then such performance shall be excused and this Agreement, at Simpluris' option, be deemed suspended during the continuation of such condition and for a reasonable time thereafter.
6. **Rights in Data.** Client agrees that it will not obtain, nor does Simpluris convey, any rights of ownership in the programs, system data, or materials provided or used by Simpluris in the performance of the Services.
7. **Electronic Communications.** During the provision of the Services the parties may wish to communicate electronically with each other at a business e-mail address. However, the electronic transmission of information cannot be guaranteed to be secure or error free and such information could be intercepted, corrupted, lost, destroyed, arrive late or incomplete or otherwise be adversely affected or unsafe to use. Accordingly, each party agrees to use commercially reasonable procedures to check for the then most commonly known viruses and to check the integrity of data before sending information to the other electronically, but each party recognizes that such procedures cannot be a guarantee that transmissions will be virus free. It remains the responsibility of the party receiving an electronic communication from the other to carry out a virus check on any attachments before launching any documents whether received on disk or otherwise.
8. **Notice.** Any notice required or permitted hereunder shall be in writing and shall be delivered personally, by, or sent by registered mail, postage prepaid, or overnight courier and shall be deemed given when so delivered personally, or, if mailed, five days after the date of deposit in United States mail, or, if sent by courier, one business day after delivery to such courier service. Notice should be addressed to an officer or principal of Client and Simpluris, as the case may be.
9. **Waiver.** Failure or delay on the part of a party to exercise any right, power or privilege hereunder shall not operate as a waiver thereof or any of other subject, right, power or privilege.
10. **Termination.** Client may terminate the Services at anytime upon 30 days prior written notice to Simpluris. Termination of Services shall in no event relieve Client of its obligation make any payments due and payable to Simpluris in respect of Services rendered up to the effective date of Termination. Simpluris may terminate this Agreement (i) for any reason upon no less than 90 days prior written notice to the Client; or (ii) upon 15 calendar days' prior written notice, if the Client is not current in payment of fees.
11. **Jurisdiction.** The parties hereto irrevocably and unconditionally submit to the jurisdiction of the Court of the applicable case for purposes of any suit, action or proceeding to enforce any provision of, or based on any right arising out of, this Agreement. The parties hereto hereby irrevocably and unconditionally waive any objection to the laying of venue of any such suit, action or proceeding in such Court.
12. **Survival.** Any remedies for breach of this Agreement, this Section and the following Sections will survive any expiration or termination of this Agreement: Section 4 - Limitation of Liability; Disclaimer of Warranties, Section 6 – Rights in Data, and Section 12- Jurisdiction, 14 -Confidentiality, and Section 15 – Indemnification.
13. **Entire Agreement.** These Terms and Conditions and the proposal embody the entire agreement between the parties with respect to the subject matter hereof, and cancels and supersedes all prior negotiations, representations, and agreements related thereto, either written or oral, except to the extent they are expressly incorporated herein. No changes in, additions to, or waivers of, the terms and conditions set forth herein will be binding upon any party, unless approved in writing by such party's authorized representative.
14. **Confidentiality.** Simpluris maintains reasonable and appropriate safeguards to protect the confidentiality and security of data provided by Client to Simpluris in connection with the Services. If, pursuant to a court order or other proceeding, a third party requests that Simpluris to disclose any confidential data provided by or for Client, Simpluris will promptly notify the Client unless prohibited by applicable law. Client will then have the option to provide Simpluris with qualified legal representation at Client's expense to defend against such request. If, pursuant to a court order, Simpluris is required to disclose data, produce documents, or otherwise act in contravention of the obligation to maintain confidentiality set forth in these terms and conditions, Simpluris will not be liable for breach of said obligation.
15. **Indemnification.** Client will indemnify and hold Simpluris (and the officers, employees, affiliates and agents harmless against any Losses incurred by Simpluris, arising out of, in connection with, or related to (i) any breach of the terms by Client; (ii) the processing and handling of any payment by Simpluris in accordance with Client's instructions, including without limitation, the imposition of any stop payment or void payment on any check or the wrongful dishonor of a check by Simpluris pursuant to Client's instructions.
16. **Severability.** If any term or condition or provisions of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
17. **Database Administration.** Simpluris' database administration for Client assumes that Client will provide complete data that includes all information required to send notifications and calculate and mail settlement payments. Data must be provided in a complete, consistent, standardized electronic format. Simpluris' standardized format is Microsoft Excel, however, Simpluris may accept other formats at its discretion. Further developments or enhancements to non-standardized data will be billed to Client by Simpluris on a time and materials basis according to Simpluris' Standard Rates.

## Simpluris Security Summary – White Paper

Simpluris is committed to the security and overall protection of not only our data and information but our client's data and information, as well. As a demonstration of our commitment, we maintain SOC 2 Certification which requires strict adherence to policies and procedures surrounding information security, including processing and storage of confidential customer data. Simpluris supports a comprehensive, written Information Security Program that complies with all applicable laws and regulations (e.g. HIPAA, Gramm-Leach-Bliley Act, MA 201 CMR 17.00) and is designed to (a) ensure the security, privacy and confidentiality of Client and Class Member Information, (b) protect against any reasonably anticipated threats or hazards to the security or integrity of Client or Class Member Information, and (c) protect against unauthorized access to, use, deletion, or modification of Class Member Information. Simpluris has designated specific employees to be responsible for the administration of its Information Security Program. Also, Simpluris regularly and routinely monitors, tests, and updates our Information Security Program.

Simpluris uses Client and Class Member Information only for the purposes for which its' clients provide it, as described in any Agreements or Court Orders governing the provision of Simpluris' services in any particular case. Simpluris maintains a process for identifying, assessing, and mitigating the risks to Class Member Information in each relevant area of Simpluris' operations. At Simpluris, we continuously evaluate the effectiveness of the safeguards for controlling these risks to data and bank accounts. Simpluris restricts access to Class Member Information only to those employees, agents, or subcontractors who need to know the information to perform their jobs. Simpluris performs background checks of all its employees that will have access to Sensitive Personal Information, including a review of their references, employment eligibility, education, and criminal history to ensure they do not pose a risk to the security of Client or Class Member Information.

Simpluris adheres to the following industry best practices to safeguard its systems which process, store or transmit Client and Class Member Information:

- Identity and Access Management;
- Complex passwords are routinely and regularly changed;
- Role-based access control systems to limit individual employee access to network applications and systems based on their particular job role and function;
- Data Loss Prevention and Intrusion Prevention System software at multiple layers to prevent from internal and external threats of data leaks, malicious activity, and policy violations
- Encryption of Class Member Information if transmitted over public or wireless networks (e.g., via email, FTP, the Internet, etc.);
- Implementation of a Secure File Transfer system (using SSL encryption) for transmitting documents back and forth to clients;
- Encryption of servers, portable media, laptops, desktops, smartphones, mobile devices, and new technologies that store Class Member Information;
- Complex password authentication for remote access to Company's networks;
- Upon hire and annually after that, training of all employees with access to Class Member Information, (including any agents, and subcontractors with access to Class Member Information) about their obligations to implement the Information Security Program;
- Strict disciplinary measures for employees who violate the Information Security Program;
- Preventing terminated employees from accessing Class Member Information;
- Appropriately configured and updated firewall, antivirus, and spyware software;
- Prompt application of vendor-recommended security patches and updates to systems and other applications to avoid any adverse impact on Class Member Information;
- Separation of Duties;
- Infrastructure and Physical Security;
- Business Continuity Planning;
- Disaster Recovery Planning