

Justin F. Marquez, Esq. (SBN 262417)

justin@wilshirelawfirm.com

Nicol E. Hajjar, Esq. (SBN 303102)

nicol@wilshirelawfirm.com

Rachel J. Vinson, Esq. (SBN 331434)

rvinson@wilshirelawfirm.com

WILSHIRE LAW FIRM

3055 Wilshire Blvd., 12th Floor

Los Angeles, California 90010

Telephone (213) 381-9988

Facsimile: (213) 381-9989

Attorneys for Plaintiff

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO**

VICTOR PEREZ, individually, and on behalf of
all others similarly situated,

Plaintiff,

v.

THE BIG COMPANY, INC. DBA CAPO
FIRESIDE, a California corporation; and DOES
1 through 10, inclusive,

Defendants.

Case No. CIVDS 2009691

CLASS ACTION

*[Assigned for all purposes to Hon. David
Cohn, Dept. S62]*

**DECLARATION OF JUSTIN F.
MARQUEZ IN SUPPORT OF
PLAINTIFF'S MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT**

FINAL APPROVAL HEARING

Date: February 15, 2022

Time: 10:00 a.m.

Dept: S-26

Complaint filed: May 29, 2019

Trial date: Not set

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8

1. I am admitted, in good standing, to practice as an attorney in the State of California, the Ninth Circuit Court of Appeals, and the United States District Courts for the Central, Southern, Eastern, and Northern Districts of California. I am a Senior Partner at Wilshire Law Firm, PLC, counsel of record for Plaintiffs. I have personal knowledge of the facts set forth in this declaration and could and would competently testify to them under oath if called as a witness. This Declaration is submitted in support of Plaintiff's Motion for Final Approval of Class Action Settlement.

2. This is a wage and hour class action and PAGA representative action. Plaintiff and putative class members worked in California as hourly-paid, non-exempt employees for Defendant during the class period. Defendant provides modern fireplace installation and serves customers in Van Nuys, San Diego, Palm Desert, Concord, San Juan Capistrano, Santa Cruz, and Sacramento.

3. Plaintiff alleges that Defendant's payroll, timekeeping, and wage and hour practices resulted in Labor Code violations. Plaintiff alleges that Defendant failed to pay for all hours worked by not recording the actual start and end times of shifts and only paying for 8 hours of work for each workday, regardless of whether an employee worked overtime. Plaintiff further alleges that Defendant failed to provide employees with legally compliant meal and rest periods. Based on these allegations, Plaintiff asserts claims against Defendant for failure to pay overtime wages, failure to pay minimum and straight time wages, failure to provide meal periods, failure to authorize and permit rest periods, inaccurate wage statements, failure to pay all final wages at termination, unfair business practices, and civil penalties under PAGA.

4. On May 29, 2020, Plaintiff filed a putative wage-and-hour class action complaint against Defendant The BIG Company, Inc. dba CAPO Fireside for: (1) failure to pay minimum and straight time wages (Labor Code §§ 204, 1194, 1194.2, and 1197); (2) failure to pay overtime wages (Labor Code §§ 1194, and 1198); (3) failure to provide meal periods (Labor

Code §§ 226.7 and 512); (4) failure to authorize and permit rest periods (Labor Code §§ 226.7); (5) failure to timely pay final wages at termination (Labor Code §§ 201-203); (6) failure to provide accurate itemized wage statements (Labor Code § 226); and (7) unfair business practices (Business and Professions Code 17200 et seq.). On June 29, 2020, Plaintiff filed a First Amended Complaint adding a claim for civil penalties under Private Attorneys General Act “PAGA” (Labor Code § 2698 et seq.).

DISCOVERY AND INVESTIGATION

5. Following the filing of the Complaint, the parties exchanged documents and information before mediating this action. Defendant produced a sample of time and pay records for class members. Defendant also provided documents of its wage and hour policies and practices during the class period, and information regarding the total number of current and former employees in its informal discovery responses.

6. After reviewing documents regarding Defendant’s wage and hour policies and practices, analyzing Defendant’s timekeeping and payroll records, and interviewing Class Members, Class Counsel was able to evaluate the probability of class certification, success on the merits, and Defendant’s maximum monetary exposure for all claims. Class Counsel also investigated the applicable law regarding the claims and defenses asserted in the litigation. Class Counsel reviewed these records and prepared a damage analysis prior to mediation.

SETTLEMENT NEGOTIATIONS

7. On May 20, 2021, the parties participated in private mediation with experienced class action mediator Steven J. Serratore. The mediation was conducted via Zoom. The settlement negotiations were at arm’s length and, although conducted in a professional manner, were adversarial. The parties went into the mediations willing to explore the potential for a settlement of the dispute, but each side was also prepared to litigate their position through trial and appeal if a settlement had not been reached.

8. After extensive negotiations and discussions regarding the strengths and weaknesses of Plaintiff’s claims and Defendant’s defenses, Mr. Serratore issued a mediator’s proposal that was accepted by all parties, the material terms of which are encompassed within the

Settlement. Attached as **Exhibit 1** is a true and correct copy of the Joint Stipulation for Class Action Settlement.

9. This Court granted preliminary approval on September 22, 2021.

10. The settlement includes \$30,000 allocated to Plaintiff's claims under PAGA, with 75% of which (\$22,500) will be paid to the LWDA and 25% (\$7,500) will be paid to eligible members of the PAGA Class. (Settlement, ¶ 21.)

11. The Settlement provides that Defendants will not oppose a fee application of up to 33 1/3% (\$191,666.66) of the Settlement Amount, plus out-of-pocket costs not to exceed \$25,000. (Settlement, ¶ 4.) At this time, Class Counsel's costs are approximately \$20,013.81. A true and correct copy of Plaintiff's costs to the date is attached to this declaration as **Exhibit 2**.

12. Class Counsel submitted the proposed settlement and accompanying papers to the LWDA before filing this Motion for Final Approval.

13. There are no other related actions that might be encompassed in the scope of the released claims alleged in this action.

THE PROPOSED SETTLEMENT IS FAIR AND REASONABLE

14. Class Counsel has conducted a thorough investigation into the facts of this case. Based on the foregoing discovery and their own independent investigation and evaluation, Class Counsel is of the opinion that the Settlement is fair, reasonable, and adequate and is in the best interests of the Settlement Class Members in light of all known facts and circumstances, the risk of significant delay, the defenses that could be asserted by Defendant both to certification and on the merits, trial risk, and appellate risk.

15. Based on an analysis of the facts and legal contentions in this case, documents and information from Defendant, I evaluated Defendant's maximum exposure. I took into account the risk of not having the claims certified and the risk of not prevailing at trial, even if the claims are certified. After using the data Defendant provided, including a random sample of timekeeping and payroll records, as well as class member demographics (i.e., the number of class members, workweeks, and average total compensation of the class), with the assistance of a

1 statistics expert I created a damages model to evaluate the realistic range of potential recovery
2 for the class. The damages model is based on the following benchmarks:

3 Total Class Members: 199

4 Terminated Class Members during 3-year statute: 93

5 Avg. number of active employees per year: 102

6 Total Workweeks: 19,631

7 PAGA Pay Periods: 4,930

8 Avg. Hourly Rate: \$20.87

9 Class period: May 29, 2016 through July 19, 2021

10 16. Discovery and investigation revealed that Defendant failed to pay class members
11 overtime for all hours worked, failed to record any instances of meal period taken or missed, and
12 failed to have a legally compliant written policy providing meal periods and authorizing and
13 permitting rest periods. However, approximately 50% of all class members are subject to
14 arbitration agreements and class action waivers.

15 17. Plaintiff alleges that Defendant failed to pay for all hours worked, including
16 minimum wages, straight time wages, and overtime wages. My expert analyzed Defendant's
17 timekeeping and payroll records and found many instances where Defendant failed to pay
18 employees for all hours worked, particularly the time employees spent driving between job sites,
19 and many instances where Defendant falsified time records to show that meal periods were taken
20 when in fact employees were working. A more conservative estimate was appropriate given the
21 difficulty of proving an off-the-clock work violation on a class-wide basis. Assuming that
22 Defendant failed to pay employees for 30 minutes of work each shift, and 80% of this work was
23 overtime, potential liability for this claim is \$1,602,296. Because individualized can be a
24 significant obstacle to certifying and proving off-the-clock claims, I discounted this figure by
25 80% to account for the difficulty of prevailing on a motion for class certification and a trial on
26 the merits, yielding a realistic damage estimate of **\$320,459.20**.¹

27
28 ¹ This discount for risk at certification and trial is reasonable because the Judicial Council
of California found that only 21.4% of all class actions were certified either as part of a

1 18. With respect to the meal period claim, Plaintiff alleges that Defendant required
2 him and similarly situated class members to work in lieu of taking meal periods, and Defendant
3 lacked legally compliant policies and practices providing meal periods for most of the class
4 period. My expert analyzed Defendant's timekeeping records and found that approximately
5 20.6% of all meal breaks had violations of short, missed, or no meal periods. Potential liability of
6 the meal period claim, which includes shifts 5-6 hours long, shifts over 6 hours long, and shifts
7 over 10 hours long, is \$446,012, including interest; however, I discounted this figure by 80% to
8 account for the difficulty of certifying and proving meal period claims, and to account for the
9 possibility of class members voluntarily choosing to forego a meal period, yielding a realistic
10 damage estimate of **\$89,202.40**.

11 19. With respect to the rest period claim, Plaintiff alleges that Defendant required him
12 and similarly situated class members to work in lieu of taking rest periods, and Defendant lacked
13 legally compliant policies and practices authorizing and permitting employees to take rest
14 periods for most of the class period. Assuming a 100% violation rate for the time period when
15 Defendant's written policies were inadequate, Defendant's potential liability for the rest period
16 claim is \$2,013,657; however, I discounted this figure by 80% to account for the difficulty of
17 certifying and proving rest period claims, particularly because rest periods do not have to be
18 recorded, and to account for the possibility of class members voluntarily choosing to forego a
19 rest period, yielding a realistic damage estimate of **\$402,731.40**.

20 20. In sum, Plaintiff's maximum recovery for the unpaid wages due to unpaid work
21 (minimum wages, straight time wages, and overtime wages), meal period, and rest period claims
22 is \$4,061,965, but, **after factoring in the risk and uncertainty of prevailing at certification**
23 **and trial, Plaintiff's realistic estimated recovery for the non-penalty claims is \$812,393.**

24 21. With respect to Plaintiff's derivative claims for statutory and civil penalties,
25 Plaintiff estimated that Defendant's realistic potential liability is **\$350,000.00**. While
26 Defendant's maximum potential liability for waiting time penalties is \$535,277 based on

27 settlement or as part of a contested certification motion. See Findings of the Study of California
28 Class Action Litigation, 2000-2006, available at [http:// www.courts.ca.gov/documents/class-](http://www.courts.ca.gov/documents/class-action-lit-study.pdf)
action-lit-study.pdf.

1 approximately 93 terminated class members during the 3-year statute, \$368,700 for inaccurate
2 wage statements based on approximately 135 class members who worked 4,519 pay periods
3 within the 1-year statute, and \$493,000 for PAGA violations based on the Court assessing a \$100
4 penalty for initial violations for all 4,930 pay periods within the 1-year statute, I believe that it
5 would be unrealistic to expect the Court to award the full \$1,396,977 in penalties given
6 Defendant's defenses, the contested nature of Plaintiff's claims, and the discretionary nature of
7 penalties. Considering that the underlying claims are realistically estimated to be \$812,393, such
8 a disproportionate award would also raise due process concerns. Weighing these factors, and
9 applying a discount to account for the risk and uncertainty of prevailing at trial, I arrived at
10 \$350,000.00 for statutory and civil penalties.

11 22. **Using these estimated figures, Plaintiff predicted that the realistic maximum**
12 **recovery for all claims, including penalties, would be \$1,162,393. This means that the**
13 **\$575,000 settlement figure represents approximately 49.5% of the realistic maximum**
14 **recovery (\$575,000 / \$1,162,393 = 49.5%).** Considering the risk and uncertainty of prevailing
15 at class certification and at trial, particularly in light of many class members being subject to
16 arbitration agreements and class action waivers, this is an excellent result for the Class. Indeed,
17 because of the proposed Settlement, class members will receive timely, guaranteed relief and will
18 avoid the risk of an unfavorable judgment.

19 23. While Plaintiff is confident in the merits of his claims, a legitimate controversy
20 exists as to each cause of action. Plaintiff also recognizes that proving the amount of wages due
21 to each Class Member would be an expensive, time-consuming, and uncertain proposition.

22 24. I am also of the opinion that because the issues here are fairly contested, there is a
23 possibility of the Court not awarding PAGA penalties even if Plaintiff prevailed on the merits.
24 For example, I worked on *Jon N. Shields v. Security Paving Company, Inc.*, Los Angeles
25 Superior Court Case No. BC492828 for over four years before leaving in April 2017. I spent
26 over 1,000 hours on the *Shields* case and took around 15 depositions. The *Shields* case was later
27 tried in September 19, 2017, before Judge Ann I. Jones as a PAGA representative action for
28 failure to authorize and permit rest periods. Although Judge Jones found that the defendant was

liable on the rest period claim, the court only awarded \$50 in nominal damages because Judge Jones also found that plaintiff could not prove damages to the aggrieved employees.

25. The settlement obviates the significant risk that this Court may deny certification of all or some of Plaintiff's claims. Furthermore, even if Plaintiff obtained certification of all or some of the claims, continued litigation would be expensive, involving a trial and possible appeals, and would substantially delay and reduce any recovery by the Settlement Class Members. For instance, I drafted the class certification and expert briefs in *ABM Industries Overtime Cases* (2017) 19 Cal.App.5th 277, a wage-and-hour class action for over 40,000 class members for off-the-clock, meal period, split shift, and reimbursement claims. Although the trial court denied class certification on September 1, 2011, that decision was reversed unanimously on appeal more than 6 years later on December 11, 2017.

26. This settlement avoids the risks and the accompanying expense of further litigation. Although the parties had engaged in a significant amount of investigation, informal discovery and class-wide data analysis, the parties had not yet completed formal written discovery. Plaintiff intended to depose corporate officers and managers of Defendant. Moreover, preparation for class certification and a trial remained for the parties as well as the prospect of appeals in the wake of a disputed class certification ruling for Plaintiff and/or adverse summary judgment ruling. Had the Court certified any claims, Defendant could move to decertify the claims. As a result, the parties would incur considerably more attorneys' fees and costs through trial.

27. The Net Settlement Amount available for Class Member settlement payments is estimated to be \$318,319.53, for a class of 232 persons.² **As a result, each Settlement Class Member is eligible to receive an average net benefit of approximately \$1,372.06.**

28. The proposed settlement of \$575,000.00 therefore represents a substantial

² The Net Settlement Amount is: \$575,000.00 minus \$7,500.00 for class representative service award, minus \$7,500.00 in administration costs, minus \$22,500.00 for PAGA portion sent to the LWDA, minus \$7,500.00 for payments to Aggrieved Employees on a *pro rata basis*, minus \$191,666.66 for Class Counsel's attorneys' fees, and minus \$20,013.81 for Class Counsel's litigation expenses.

1 recovery when compared to Plaintiff's reasonably forecasted recovery. When considering the
2 risks of litigation, the uncertainties involved in achieving class certification, the burdens of proof
3 necessary to establish liability, the probability of appeal of a favorable judgment, it is clear that
4 the settlement amount of \$575,000.00 is within the "ballpark" of reasonableness, and preliminary
5 settlement approval is appropriate.

6
7 ENHANCEMENT AWARD FOR PLAINTIFF IS REASONABLE

8 29. Class Counsel represent that Plaintiff devoted a great deal of time and work
9 assisting counsel in the case, communicated with counsel very frequently for litigation and to
10 prepare for mediation, and was frequently in contact with Class Counsel during the mediation.
11 Plaintiff's requested enhancement award is reasonable particularly in light of the substantial
12 benefits Plaintiff generated for all class members.

13 30. Throughout this litigation, Plaintiff, who is a former employee of Defendant, has
14 cooperated immensely with my office and has taken many actions to protect the interests of the
15 class. Plaintiff provided valuable information regarding unpaid overtime, meal period, and rest
16 period claims. Plaintiff also informed my office of developments and information relevant to this
17 action, participated in decisions concerning this action, made himself available to answer
18 questions during the mediation, and provided my office with the names and contact information
19 of potential witnesses in this action. Before we filed this case, Plaintiff provided my office with
20 several documents, including policy documents, and communications from Defendants regarding
21 the claims alleged in this action. The information and documentation provided by Plaintiff was
22 instrumental in establishing the wage and hour violations alleged in this action, and the recovery
23 provided for in the Settlement Agreement would have been impossible to obtain without
24 Plaintiff's participation.

25 31. At the same time, Plaintiff faced many risks in adding himself as the class
26 representative in this matter. Plaintiff faced actual risks with his future employment, as putting
27 himself on public record in an employment lawsuit could also very well affect his likelihood for
28 future employment. Furthermore, as part of this settlement, Plaintiff is executing a general

1 release of all claims against Defendant.

2 32. In turn, class members will now have the opportunity to participate in a settlement,
3 reimbursing them for alleged wage violations they may have never known about on their own or
4 been willing to pursue on their own. If these class members would have each tried to pursue
5 their legal remedies on their own, that would have resulted in each having to expend a significant
6 amount of their own monetary resources and time, which were obviated by Plaintiff putting
7 herself on the line on behalf of these other class members.

8 33. In the final analysis, this class action would not have been possible without the aid
9 of Plaintiff, who put his own time and effort into this litigation, sacrificed the value of his own
10 individual claims, and placed himself at risk for the sake of the class members. The requested
11 enhancement award for Plaintiff for his service as the class representative and for his general
12 release of all individual claims is a relatively small amount of money when the time and effort
13 put into the litigation are considered and in comparison to enhancements granted in other class
14 actions. The requested incentive award is therefore reasonable to compensate Plaintiff for his
15 active participation in this lawsuit. Indeed, in *Karl Adams, III, et al. v. MarketStar Corporation*,
16 et al., No. 2:14-cv-02509-TLN-DB, a wage and hour class action alleging that class members
17 were misclassified as exempt outside salespersons, I was co-lead Class Counsel and helped
18 negotiate a \$2.5 million class action settlement for 339 class members, and the court approved a
19 \$25,000 class representative incentive award for each named plaintiff.

20 THE REQUEST FOR ATTORNEYS' FEES AND COSTS IS REASONABLE

21 34. The Settlement provides for attorney's fees payable to Class Counsel in an amount
22 up to one-third (33 1/3%) of the Settlement Amount, for a maximum fees award of \$191,666.66,
23 plus actual costs and expenses not to exceed \$25,000.00. The proposed award of attorneys' fees
24 to Class Counsel in this case can be justified under either method – lodestar or percentage
25 recovery. Class Counsel, however, intend to base the proposed award of fees, costs and expenses
26 on the percentage method as many of the entries in the time records will have to be redacted to
27 preserve attorney-client and attorney work product privileges.

28 ///

35. The total current lodestar for Wilshire Law Firm, PLC is not less than the following:

Person	Role	Hours	Rate	Lodestar
Justin F. Marquez	Senior Partner (11+ years)	67.2	\$800	\$53,760
Nicol E. Hajjar	Associate Attorney (7 th year)	43.6	\$550	\$23,980
Rachel J. Vinson	Associate Attorney (2 nd year)	49.3	\$350	\$17,255
Min Jee Kim	Paralegal	24.7	\$150	\$3,705
	Total:	184.8		\$98,700

36. On September 9, 2021, the Hon. Peter Wilson of the Orange County Superior Court approved all of the above requested hourly rates when he granted final approval of the class action settlement in *Ricardo Campos Hernandez v. Adams Iron Co., Inc.*, No. 30-2019-01066522-CU-OE-CXC.

37. Attached as **Exhibit 3** is a true and correct copy of Wilshire Law Firm's timesheets in this matter.

38. There are additional hours devoted by me (and by my colleagues) to this litigation that are not reflected in Class Counsel's request for attorney's fees.

39. Additional time will be required by Class Counsel to obtain final approval of the settlement and requested awards, monitor the settlement and respond to class member inquiries, and oversee administration of the settlement and distribution of the fund. I estimate that my office will commit no less than 10 hours to those tasks and have included those hours above. Given my firm's time spent on this case and the positive reaction by the class, the requested fee award is reasonable and fair.

40. I am informed and believe that the fee and costs provision is reasonable. The fee percentage requested is less than that charged by my office for most employment cases. My office invested significant time and resources into the case, with payment deferred to the end of the case, and then, of course, contingent on the outcome.

1 41. The risk to my office has been very significant, particularly if we would not be
2 successful in pursuing this class action. In that case, we would have been left with no
3 compensation for all the time taken in litigating this case. Indeed, I have taken on a number of
4 class action cases that have resulted in thousands of attorney hours being expended and
5 ultimately having certification denied or the defendant company going bankrupt. The contingent
6 risk in these types of cases is very real and they do occur regularly. Furthermore, we were
7 precluded from focusing on, or taking on, other cases which could have resulted in a larger, and
8 less risky, monetary gain.

9 42. Because most individuals cannot afford to pay for representation in litigation on
10 an hourly basis, Wilshire Law Firm, PLC represents virtually all of its employment law clients on
11 a contingency fee basis. Pursuant to this arrangement, we are not compensated for our time
12 unless we prevail at trial or successfully settle our clients' cases. Because Wilshire Law Firm,
13 PLC is taking the risk that we will not be reimbursed for our time unless our client settles or wins
14 his or her case, we cannot afford to represent an individual employee on a contingency basis if, at
15 the end of our representation, all we are to receive is our regular hourly rate for services. It is
16 essential that we recover more than our regular hourly rate when we win if we are to remain in
17 practice so as to be able to continue representing other individuals in civil rights employment
18 disputes.

19 43. As of the drafting of this motion, my office has incurred around \$20,013.81 in
20 expenses litigating this action, and we anticipate accruing additional costs up to Final Approval
21 of the Settlement. A true and correct copy of Plaintiff's costs to the date is attached to this
22 declaration as **Exhibit 2**. These expenses were reasonably necessary to the litigation and were
23 actually incurred by my office. They should be reimbursed in full, up to the maximum amount
24 allowed in the Settlement Agreement. I also anticipate that my office will at least \$500.00 in
25 additional costs up to the time the Court enters a judgment in this action and schedules a hearing
26 on distribution; this figure is based primarily on charges for additional filing, attorney service
27 fees, and court reporting fees of approximately \$500.00. Because of these additional costs, I
28 respectfully request that the Court allow Plaintiff's counsel to recover \$20,513.81 in costs.

44. Wilshire Law Firm, PLC has no fee-splitting agreement with any other counsel in this case.

MY EXPERIENCE AND QUALIFICATIONS

45. Wilshire Law Firm is a 30+ attorney and 200+ employees law firm that is actively and continuously practicing in employment litigation, representing employees in both individual and class actions in both state and federal courts throughout California. Wilshire Law Firm has been selected by U.S. News & World Report and Best Lawyers as one of the nation's "Best Law Firms" in 2021.

46. Wilshire Law Firm is qualified to handle this litigation because its attorneys are experienced in litigating Labor Code violations in both individual, class action, and representative action cases. Wilshire Law Firm has handled, and is currently handling, numerous wage and hour class action lawsuits, as well as class actions involving consumer rights and data privacy litigation.

47. I graduated from the University of California, Los Angeles's College Honors Program in 2004 with Bachelor of Arts degrees in History and Japanese, *magna cum laude* and *Phi Beta Kappa*. As an undergraduate, I also received a scholarship to study abroad for one year at Tokyo University in Tokyo, Japan. I received my Juris Doctor from Notre Dame Law School in 2008.

48. My practice is focused on advocating for the rights of consumers and employees in class action litigation and appellate litigation. I am currently the primary attorney in charge of litigating several class action cases in state and federal courts across the United States.

49. I have received numerous awards for my legal work. From 2017 to 2020, Super Lawyers selected me as a "Southern California Rising Star." In 2016 and 2017, the National Trial Lawyers selected me as a "Top 40 Under 40" attorney. I am also rated 10.0 ("Superb") by Avvo.com.

50. I am on the California Employment Lawyers Association (CELA)'s Wage and Hour Committee and Mentor Committee, and I was selected to speak at CELA's 2019 Advanced Wage & Hour Seminar on the topic of manageability of class actions. Since 2013, I have

1 actively mentored young attorneys through CELA's mentorship program.

2 51. I am also an active member of the Consumer Attorneys of California (CAOC). In
3 2020, I was selected for a position on CAOC's Board of Directors. I am also a member of
4 CAOC's Diversity Committee, and I help assist the CAOC in defeating bills that harm
5 employees. Indeed, I recently helped assist Jacqueline Serna, Esq., Legislative Counsel for
6 CAOC, in defeating AB 443, which proposed legislation that sought to limit the enforceability of
7 California Labor Code § 226.

8 52. As the attorney responsible for day-to-day management of this matter at the
9 Wilshire Law Firm, I have over eleven years of experience with litigating wage and hour class
10 actions. Over the last eleven years, I have managed and assisted with the litigation and
11 settlement of several wage and hour class actions. In those class actions, I performed similar
12 tasks as those performed in the course of prosecuting this action. My litigation experience
13 includes:

- 14 a. I served as lead or co-lead in negotiating class action settlements worth over \$10
15 million in gross recovery to class members for each year during 2020 and 2021.
- 16 b. To my knowledge, I am the only attorney to appear on each of the following *Top*
17 *Verdict* lists for 2018 in California: Top 20 Civil Rights Violation Verdicts, Top 20
18 Labor & Employment Settlements, and Top 50 Class Action Settlements.
- 19 c. As lead counsel, on April 29 2021, I prevailed against CVS Pharmacy, Inc. by
20 winning class certification on behalf of hundreds of thousands of consumers for
21 misleading advertising claims in *Joseph Mier v. CVS Pharmacy, Inc.*, U.S. Dist. Ct.
22 C.D. Cal. no. SA CV 20-1979-DOC-(ADSx).
- 23 d. As lead counsel, I prevailed against Bank of America by: winning class certification
24 on behalf of thousands of employees for California Labor Code violations; defeating
25 appellate review of the court's order certifying the class; defeating summary
26 judgment; and defeating a motion to dismiss. (*Frausto v. Bank of America, N.A.*
27 (N.D. Cal. 2019) 334 F.R.D. 192, 2020 WL 1290302 (9th Cir. Feb. 27, 2020), 2019
28 WL 5626640 (N.D. Cal. Oct. 31, 2019), 2018 W.L. 3659251 (N.D. Cal. Aug. 2,

2018).). The decision certifying the class in *Frausto* is also discussed in *Class Certification Under Fed. R. Civ. P. 23 in Action by Information Technology or Call Center Employees for Violation of State Law Wage and Hour Rules*, 35 A.L.R. Fed. 3d Art. 8.

- e. I was the primary author of the class certification and expert briefs in *ABM Industries Overtime Cases* (2017) 19 Cal.App.5th 277, a wage and hour class action for over 40,000 class members for off-the-clock, meal period, split shift, and reimbursement claims. *ABM Industries Overtime Cases* is the first published California appellate authority to hold that an employer’s “auto-deduct policy for meal breaks in light of the recordkeeping requirements for California employers is also an issue amenable to classwide resolution.” (*Id.* at p. 310.)³ Notably, the Court of Appeal also held that expert analysis of timekeeping records can also support the predominance requirement for class certification. (*Id.* at p. 310-311.) In 2021, the case settled for \$140 million, making it one of the largest ever wage and hour class action settlements for hourly-paid employees in California.
- f. I briefed, argued, and won *Yocupicio v. PAE Group, LLC* (9th Cir. 2015) 795 F.3d 1057. The Ninth Circuit ruled in my client’s favor and held that non-class claims under California’s Private Attorney Generals Act (“PAGA”) cannot be used to calculate the amount in controversy under the Class Action Fairness Act (“CAFA”). This case is cited in several leading treatises such as *Wright & Miller’s Federal Practice & Procedure*, and *Newberg on Class Actions*. In October 2016, the U.S. Supreme Court denied review of a case that primarily concerned *Yocupicio*. That effort was led by Theodore J. Boutsous, who brought the cert petition, with amicus support from a brief authored by Andrew J. Pincus.⁴

³ As a California district court observed before the *ABM Industries Overtime* decision, “[t]he case law regarding certification of auto-deduct classes is mixed.” (*Wilson v. TE Connectivity Networks, Inc.* (N.D. Cal. Feb. 9, 2017) No. 14-CV-04872-EDL, 2017 WL 1758048, *7.)

⁴ <http://www.chamberlitigation.com/cases/abm-industries-inc-v-castro>

1 Considering that leading Supreme Court practitioners from the class action
2 defense bar were very motivated in undermining *Yocupicio* case, but failed, this
3 demonstrates the national importance of the *Yocupicio* decision.

4 g. On December 13, 2018, the United States District Court granted final approval of
5 the \$2,500,000 class action settlement in *Mark Brulee, et al. v. DAL Global*
6 *Services, LLC* (C.D. Cal. Dec. 13, 2018) No. CV 17-6433 JVS(JCGx), 2018 WL
7 6616659 in which I served as lead counsel. In doing so, the Court found: “Class
8 Counsel’s declarations show that the attorneys are experienced and successful
9 litigators.” (*Id.* at p. *10.)

10 h. *Gasio v. Target Corp.* (C.D. Cal. Sep. 12, 2014) 2014 U.S. Dist. LEXIS 129852, a
11 reported decision permitting class-wide discovery even though the employer has a
12 lawful policy because “[t]he fact that a company has a policy of not violating the
13 law does not mean that the employees follow it, which is the issue here.” The
14 court also ordered defendant to pay for the cost of *Belaire-West* notice.

15 i. In 2013, I represented a whistleblower that reported that his former employer was
16 defrauding the State of California with the help of bribes to public employees.
17 The case, a false claims (*qui tam*) action, resulted in the arrest and criminal
18 prosecution of State of California employees by the California Attorney General’s
19 Office.

20 j. In 2013, I was part of a team of attorneys that obtained conditional certification
21 for over 2,000,000 class members in a federal labor law case for misclassification
22 of independent contractors that did crowdsourced work on the Internet, *Otey v.*
23 *CrowdFlower, Inc.*, N.D. Cal. Case No. 12-cv-05524-JST (MEJ), resulting in the
24 following pro-plaintiff reported decisions:

- 25 1) 2013 U.S. Dist. LEXIS 151846 (N.D. Cal. Oct. 22, 2013) (holding
26 that an unaccepted Rule 68 offer doesn’t moot plaintiff’s claims,
27 and granting plaintiff’s motion to strike defendant’s affirmative
28 defenses based on *Twombly/Iqbal*).

- 2) 2013 U.S. Dist. LEXIS 122007 (N.D. Cal. Aug. 27, 2013) (order granting conditional collective certification).
- 3) 2013 U.S. Dist. LEXIS 95687 (N.D. Cal. July 8, 2013) (affirming the magistrate judge’s discovery ruling which held that “evidence of other sources of income is irrelevant to the question of whether a plaintiff is an employee within the meaning of the FLSA”).
- 4) 2013 U.S. Dist. LEXIS 91771 (N.D. Cal. June 20, 2013) (granting broad discovery because “an FLSA plaintiff is entitled to discovery from locations where he never worked if he can provide some evidence to indicate company-wide violations”).

f. From 2012 to 2013, I was part of a team of attorneys that obtained class certification for over 60,000 class members for off-the-clock claims, *Linares v. Securitas Security Services USA, Inc.*, Los Angeles Superior Court No. BC416555. We also successfully opposed subsequent appeals to the California Court of Appeal and California Supreme Court.

53. My current contingent billing rate of \$800 per hour is consistent with my practice area, lead appellate experience in the Ninth Circuit Court of Appeals, numerous awards received, legal market and accepted hourly rates:

a. In the December 8, 2008 article “Billable Hours Aren’t the Only Game in Town Anymore,” *NATIONAL LAW JOURNAL*, the following hourly billing rates were reported by Sheppard, Mullin, Richter & Hampton, a leading firm in the defense of wage-and-hour class actions that I opposed when litigating wage-and-hour class actions: Partners: \$475-\$795; Associates: 1st Year - \$275, 2nd Year - \$310, 3rd Year - \$335, 4th Year - \$365, 5th Year - \$390, 6th Year - \$415, 7th Year - \$435, 8th Year - \$455. I am an 11th year attorney and Senior Partner, with most of my experience in class action litigation as a primary practice area. Having successfully briefed and argued a published appeal in the Ninth Circuit Court of Appeals involving CAFA and PAGA, having experience certifying large class

actions (including *ABM Industries Overtime Cases*, which was decided on appeal), and having received numerous awards for my legal work, my hourly rate should be adjusted upward.

- b. In the wage and hour class action *Savaglio, et al. v. WalMart*, Alameda County Superior Court No. C-835687-7, Order Granting Class Counsel's Motion for Attorneys' Fees, filed September 10, 2010, the Court approved hourly rates from \$435 per hour for four years of experience to \$875 per hour for 51 years of experience.
- c. On January 19, 2021, the Hon. Elihu M. Berle of the Los Angeles County Superior Court approved my \$750 hourly rate when he granted final approval of the class action settlement in *Faye Zhang v. Richemont North America, Inc.*, No. 19STCV32396.
- d. On December 13, 2018, the United States District Court granted final approval of the \$2,500,000 class action settlement in *Mark Brulee, et al. v. DAL Global Services, LLC* (C.D. Cal. Dec. 13, 2018) No. CV 17-6433 JVS(JCGx), 2018 WL 6616659 in which I served as lead counsel. In doing so, the Court approved my then \$600 hourly rate and found: "Class Counsel's declarations show that the attorneys are experienced and successful litigators." (*Id.* at p. *10.)

WILSHIRE LAW FIRM'S EXPERIENCE AND QUALIFICATIONS

54. Bobby Saadian is the Founding President and Managing Attorney at Wilshire Law Firm. He graduated from California State University, Northridge, Pepperdine University Graziadio Business School and Pepperdine University School of Law. He is listed in both The Best Lawyers in America and Super Lawyers. Through his work with the CAOC, Bobby meets with state attorney generals and legislators to help shape policies designed to protect vulnerable consumers from large corporations. He frequently speaks at trial advocacy, litigation seminars, and other continuing legal education events, including the annual Consumer Attorneys Association of Los Angeles (CAALA) Las Vegas Convention, the National Trial Lawyers

1 Summit and the Association of Plaintiff Interstate Trucking Lawyers of America (APITLA)
2 National Interstate Trucking Supper Summit. He has been named one of the “Most Influential
3 Minority Lawyers” by the Los Angeles Business Journal. The Streets Are For Everyone (SAFE).
4 In 2017, Mr. Saadian started Wilshire Law Firm’s Academic Scholarship Program, which is
5 “committed to helping the next generation of lawyers succeed.” He is also an Executive Board
6 Member of the Los Angeles Trial Lawyers’ Charities (LATLC). He is also rated 10.0 (“Superb”)
7 by Avvo.com and he has been awarded “Client’s Choice Award Winner.” He also holds
8 Martindale-Hubbell AV Preeminent Peer Review Rating, the highest possible rating in both legal
9 ability and ethical standards. In 2014 and 2015, he was awarded the “Litigator Award Winner”,
10 which is awarded to the Top 1% of lawyers nationwide. He is admitted to practice in the State of
11 California, State of Texas and District of Columbia.

12 55. Nicol E. Hajjar is an Attorney at Wilshire Law Firm. She graduated from
13 California State University Los Angeles and Western State College of Law. The National
14 Trial Attorneys selected her as a “Top 10 Wage and Hour Trial Lawyer”, and a “Top 40 under
15 40” attorney. Super Lawyers selected her as one of their “Rising Stars.” She was selected to
16 serve on CAOC’s Board of Directors in 2020 and is an active member of CAALA, CELA,
17 National Employment Lawyers Association (NELA), and the Women Lawyers Association of
18 Los Angeles. She sits on CELA’s women’s committee and wage and hour committee and was
19 selected to speak at CELA’s 2020 Advanced Wage & Hour Seminar. Further, she has
20 extensively litigated employment cases for the past five years, including a successful wage
21 and hour trial wherein the jury awarded her wage and hour damages and she was awarded
22 PAGA penalties.

23 56. Rachel J. Vinson is a second-year Associate Attorney at Wilshire Law Firm.
24 She was admitted to practice law in the State of California and the Central and Southern
25 Districts of California in 2020. Rachel graduated from Claremont McKenna College with a
26 Bachelor in Arts in Philosophy and Government. She received her Juris Doctor from
27 Washington University in St. Louis where she earned a Scholar in Law Award, was Executive
28 Editor of the Washington University Journal of Law and Policy, was a Finalist in the Client

1 Interviewing and Counseling Competition, and successfully second-chaired a felony trial as a
2 Rule 13 Attorney for the Missouri State Public Defender Office. She is also a member of
3 CAALA and CELA.

4 57. Min Jee Kim is a paralegal at Wilshire Law Firm with eight years of experience
5 working at law firms, including over three years of experience working on class action cases.
6 She is a graduate of the University of California, San Diego with a Bachelor of Arts in
7 Economics.

8
9 NO INTEREST IN THE CY PRES RECIPIENT, STATE OF CALIFORNIA'S UNCLAIMED
10 PROPOERTY FUND

11 58. Plaintiff Victor Perez does not have any interest, financial or otherwise, in the
12 proposed *cy pres* recipient, State of California's Unclaimed Property Fund.

13 59. No one at Wilshire Law Firm, PLC (meaning the law firm itself and anyone
14 employed at the law firm) has any interest, financial or otherwise, in the proposed *cy pres*
15 recipient, State of California's Unclaimed Property Fund.

16 I declare under penalty of perjury under the laws of the State of California and the
17 United States that the foregoing is true and correct.

18 Executed on January 21, 2022, at Los Angeles, California.

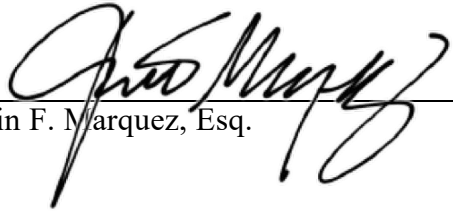
19
20 
21 _____
22 Justin F. Marquez, Esq.

EXHIBIT 1

1 WILSHIRE LAW FIRM
 Justin F. Marquez (State Bar No. 262417)
 2 justin@wilshirelawfirm.com
 Nicol E. Hajjar (State Bar No. 303102)
 3 nicol@wilshirelawfirm.com
 Rachel J. Vinson, Esq. (SBN 331434)
 4 rvinson@wilshirelawfirm.com
 3055 Wilshire Blvd., 12th Floor
 5 Los Angeles, California 90010
 Telephone: 213-381-9988
 6 Facsimile: 213-381-9989

7 Attorneys for Plaintiff

8 RUTAN & TUCKER, LLP
 Brandon L. Sylvia (State Bar No. 261027)
 9 bsylvia@rutan.com
 Kimberly A. Nayagam (State Bar No. 301058)
 10 knayagam@rutan.com
 611 Anton Boulevard, Suite 1400
 11 Costa Mesa, California 92626-1931
 Telephone: 714-641-5100
 12 Facsimile: 714-546-9035

13 Attorneys for Defendant
 14 THE BIG COMPANY, INC. dba CAPO FIRESIDE

15 SUPERIOR COURT OF THE STATE OF CALIFORNIA

16 FOR THE COUNTY OF SAN BERNARDINO

17 VICTOR PEREZ, individually and on behalf of
 all others similarly situated,

18 Plaintiff,

19 vs.

20 THE BIG COMPANY, INC. DBA CAPO
 21 FIRESIDE, a California corporation, and DOES
 1 through 10, inclusive,

22 Defendants.

Case No. CIVDS2009691

CLASS ACTION

ASSIGNED FOR ALL PURPOSES TO:
 HON. DAVID COHN, DEPT. S26

**SETTLEMENT AGREEMENT AND
 STIPULATION TO RESOLVE CLASS
 ACTION AND PAGA CLAIMS**

Date Action Filed: May 29, 2020
 Trial Date: Not assigned

1 This Settlement Agreement and Stipulation To Resolve Class Action and PAGA Claims
2 (the "Settlement Agreement," "Agreement," or "Settlement") is entered into to resolve the action
3 entitled *Victor Perez v. The BIG Company, Inc. dba CAPO Fireside, et al.*, San Bernardino County
4 Superior Court Case No. CIVDS2009691.

5 **DEFINITIONS**

6 1. Action. "Action" means *Victor Perez v. The BIG Company, Inc. dba CAPO*
7 *Fireside, et al.*, San Bernardino County Superior Court Case No. CIVDS2009691.

8 2. Agreement or Settlement or Settlement Agreement. "Agreement" or "Settlement"
9 or "Settlement Agreement" means this Settlement Agreement and Stipulation To Resolve Class
10 Action and PAGA Claims, entered into by the Parties to resolve the Action.

11 3. Aggrieved Employees. "Aggrieved Employees" means Class Members who
12 worked during the PAGA Period (as defined in Paragraph 22).

13 4. Attorneys' Fees and Costs. "Attorneys' Fees and Costs" means the amount
14 authorized by the Court for: (i) an award of attorneys' fees to Class Counsel for litigation and
15 resolution of the matter, in the amount that does not exceed one-third or 33.33% percent of the
16 Gross Settlement Amount; and (ii) reimbursement of actual costs incurred by Class Counsel in
17 connection with this Action, in an amount to not to exceed twenty-five thousand dollars (\$25,000).

18 5. Class Counsel. "Class Counsel" means Wilshire Law Firm.

19 6. Class or Class Members. "Class" or "Class Members" means all current and former
20 employees who worked in a non-exempt or hourly-paid position for The BIG Company, Inc. dba
21 CAPO Fireside within the state of California during the Class Period.

22 7. Class Notice. "Class Notice" means the Notice of Class Action Settlement,
23 attached as **Exhibit A** to this Agreement, or a substantially similar notice approved by the Court.

24 8. Class Period. "Class Period" means the period from May 29, 2016 to the earlier of:
25 (i) the date the Court enters the Order preliminarily approving the Settlement; or (ii) July 19, 2021.

26 9. Court. "Court" means the San Bernardino County Superior Court, where the
27 Action is currently pending.

28 10. Defendant. "Defendant" means The BIG Company, Inc. dba CAPO Fireside.

11. Effective Date. The “Effective Date” of this Agreement will be the later of (i) the 61st day after service of notice of entry of the Final Order and Final Judgment, if no appeal, review, or writ has been filed; or (ii) if an appeal, review, or writ is sought from the Final Order or Final Judgment, the day after the Final Order and Final Judgment are affirmed or the appeal, review, or writ is dismissed or denied, and the Final Order and Final Judgment are no longer subject to further judicial review. The Effective Date is conditioned upon the Court’s having entered a Final Order and Judgment as set forth in this Agreement.

12. Enhancement Award. “Enhancement Award” means the amount the Court authorizes to be paid to Named Plaintiff in addition to his Individual Settlement Payment, in recognition of his efforts and work in prosecution of the Action, up to \$7,500.00.

13. Final Hearing Date. “Final Hearing Date” means the date set by the Court for the hearing on final approval of the Settlement.

14. Final Order and Judgment. “Final Order and Judgment” means the proposed order granting final approval of the Settlement and entering judgment, which Plaintiff will submit to the Court with the motion for final approval of the Settlement.

15. Gross Settlement Amount. “Gross Settlement Amount” means the total settlement payment Defendant has agreed to make under this Agreement. The Gross Settlement Amount is \$575,000.00.

16. Individual Settlement Payment. “Individual Settlement Payment” means the individual settlement payment allocated to each Participating Class Member and/or Aggrieved Employee as set forth in Paragraph 43.e.

17. Named Plaintiff. “Named Plaintiff” means Victor Perez.

18. Notice Period. “Notice Period” means the time period commencing on the date the Class Notice is mailed to Class Members and ending 60 days thereafter.

19. Net Class Settlement Amount. “Net Class Settlement Amount” means the settlement amount to be distributed to Participating Class Members, which is the Gross Settlement Amount less Attorneys’ Fees and Costs, the Enhancement Award, the PAGA Amount, and Settlement Administration Costs.

20. PAGA Claims. “PAGA Claims” means those claims that (a) arise from the facts, matters, transactions or occurrences alleged in the Action or that could have been alleged in the Action based on such facts; or (b) arise from the facts, matters, transactions or occurrences alleged, or that could have been alleged, in the letter sent by Class Counsel to the Labor and Workforce Development Agency (“LWDA”) on or about March 23, 2020, asserting that Defendant violated various provisions of the Labor Code. Without limiting the foregoing, and in addition to the foregoing, the PAGA Claims include claims premised on failure to pay the minimum wage; failure to pay regular wages; failure to pay overtime compensation and other premium wages; off-the-clock work; failure to provide and maintain complete and accurate itemized wage statements that included all information required by the California Labor Code; failure to provide meal periods and rest breaks or additional pay in lieu thereof; untimely payment of wages; violations of California Labor Code §§ 201, 202, 203, 204, 210, 218.5, 218.6, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1191, and 2698 *et seq.*; and related violations of the applicable California Wage Orders.

21. PAGA Amount. “PAGA Amount” means the amount of \$30,000.00, which represents the portion of the Gross Settlement Amount allocated to the settlement of the PAGA Claims. The PAGA Amount is paid from the Gross Settlement Amount, and will be allocated as set forth in Paragraph 43.d. The Parties agree that 75% of the PAGA Amount (\$22,500.00) will be paid to the LWDA as the “LWDA Payment,” and the remaining 25% (\$7,500.00) will be allocated to the Aggrieved Employees as the “PAGA Payment.”

22. PAGA Period. “PAGA Period” means the period from March 26, 2019 to the earlier of: (i) the date the Court enters the Order preliminarily approving the Settlement; or (ii) July 19, 2021.

23. Parties. “Parties” means the Defendant and the Named Plaintiff, individually and on behalf of all Class Members and Aggrieved Employees. Each of the Parties may be referred to in the singular as a “Party.”

24. Participating Class Member. “Participating Class Member” means each Class Member who has not timely opted out of the Settlement pursuant to Paragraph 48 of the

1 Agreement; “Settlement Class” means a class of all Participating Class Members.

2 25. Preliminary Approval Order. “Preliminary Approval Order” means an order from
3 the Court preliminarily approving this Settlement.

4 26. Released Parties. “Released Parties” means and includes The BIG Company, Inc.
5 dba CAPO Fireside and its past, present, and future predecessors, successors, assigns, affiliates,
6 shareholders, members, owners, officers, directors, investors, employees, managers, managing
7 agents, partners, affiliated companies or entities, parents, subsidiaries, holding companies, agents,
8 attorneys, insurers, and representatives.

9 27. Settled Claims or Released Claims. “Settled Claims” or “Released Claims” means
10 any and all claims, known or unknown, contingent or accrued, against Defendant and the other
11 Released Parties that (a) arise from the facts, matters, transactions or occurrences alleged in the
12 Action or that could have been alleged in the Action based on such facts; or (b) arise from the
13 facts, matters, transactions or occurrences alleged, or that could have been alleged, in the letter
14 sent by Class Counsel to LWDA on or about March 23, 2020, asserting that Defendant violated
15 various provisions of the Labor Code. Without limiting the foregoing, and in addition to the
16 foregoing, the Settled Claims include claims for failure to pay the minimum wage; failure to pay
17 regular wages; failure to pay overtime compensation and other premium wages; off-the-clock
18 work; failure to provide and maintain complete and accurate itemized wage statements that
19 included all information required by the California Labor Code; failure to provide meal periods
20 and rest breaks or additional pay in lieu thereof; untimely payment of wages; violations of
21 California Labor Code §§ 201, 202, 203, 204, 210, 218.5, 218.6, 226, 226.3, 226.7, 510, 512, 558,
22 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1191; related violations of the
23 applicable California Wage Orders; violations of all related or corresponding federal laws;
24 violation of California Business and Professions Code Section 17200 *et seq.*; and claims under
25 California Labor Code Section 2698 *et seq.*

26 28. Settlement Administration Costs. “Settlement Administration Costs” means the
27 costs of settlement administration, including costs of notice to Class Members, distributing
28 settlement payments, and any other fees and costs incurred or charged by the Settlement

29. Settlement Administrator. “Settlement Administrator” means Phoenix Settlement Administrators or such other third-party administrator chosen by the Parties and approved by the Court.

30. Settlement Hearing. “Settlement Hearing” means the hearing on the Final Hearing Date at which the Court will determine whether to fully and finally approve the fairness and reasonableness of this Agreement.

RECITALS

31. On May 29, 2020, Victor Perez filed a putative class action against defendant The BIG Company, Inc. dba CAPO Fireside in a case styled *Victor Perez v. The BIG Company, Inc. dba CAPO Fireside, et al.*, San Bernardino County Superior Court Case No. CIVDS2009691. The Complaint alleges that Defendant violated various wage-and-hour laws, including: (1) failure to pay minimum and regular wages; (2) failure to pay overtime; (3) failure to provide meal periods and pay meal period premiums; (4) failure to authorize and permit rest periods and pay rest period premiums; (5) failure to timely pay wages; (6) failure to provide accurate itemized wage statements; and (7) violation of California Business and Professions Code § 17200 *et seq.* On June 24, 2020, the Named Plaintiff filed a First Amended Complaint, adding a cause of action for civil penalties under PAGA.

32. Defendant denies that it engaged in any misconduct in connection with the wage-and-hour practices associated with the Class Members (inclusive of the Aggrieved Employees). Defendant further denies that it has any liability of any kind associated with the claims alleged in the Action. Defendant contends that it has complied with both federal and state wage-and-hour laws, and all other laws regulating its relationship with the Class Members, including the Named Plaintiff.

33. On May 20, 2021, the Parties participated in mediation with Steve Serratore, Esq. (the “Mediator”), a respected mediator of complex wage and hour actions, and with the assistance of the Mediator’s evaluations, and in response to a proposal made by the Mediator, the Parties reached the settlement that is memorialized in this Agreement.

12 NOW, THEREFORE, in consideration of the recitals listed above and the promises and
13 warranties set forth below, and intending to be legally bound and acknowledging the sufficiency of
14 the consideration and undertakings set forth below, Named Plaintiff, individually and on behalf of
15 the Class Members, Aggrieved Employees, and the State of California, and Defendant agree that
16 the Action shall be and is finally and fully compromised and settled on the following terms and
17 conditions:

-7-

1 this Agreement and its terms and provisions shall not be offered or received as evidence in any
2 action or proceeding to establish any liability or admission on the part of Defendant or to establish
3 the existence of any condition constituting a violation of, or a non-compliance with, federal, state,
4 local or other applicable law.

5 36. Conditional Nature Of Settlement. For settlement purposes *only*, the Parties agree
6 that (a) a class may be certified in the Action pursuant to California Code of Civil Procedure
7 Section 382, and (b) the Action may proceed as a PAGA representative action.

8 a. The Parties intend their settlement to be contingent upon the preliminary
9 and final approval of each and every term of this Agreement, without material modification. The
10 Parties and their respective counsel shall use their respective best efforts to obtain Court approval
11 and implement this Agreement in accordance with its terms. If the Court does not so approve this
12 Agreement, the Parties agree to meet and confer to address the Court's concerns. If the Parties are
13 unable to agree upon a resolution, the Parties intend this Agreement to become null and void, and
14 unenforceable, in which event the settlement terms set forth in this Agreement, including any
15 modifications made with the consent of the Parties, and any action taken or to be taken in
16 connection with this Agreement shall be terminated and shall become null and void and have no
17 further force or effect, and the class certified for settlement purposes pursuant to this Agreement
18 will be decertified for all purposes.

19 b. In the event the Court does not grant preliminary or final approval of the
20 Parties' settlement, or in the event that this Agreement shall terminate or the settlement embodied
21 in this Agreement does not become effective for any reason, the Agreement and all negotiations,
22 court orders and proceedings relating to the Agreement shall be without prejudice to the rights of
23 the Named Plaintiff, Class Members and Defendant, each of whom shall be restored to their
24 respective positions existing prior to the execution of this Agreement, and evidence relating to the
25 Agreement and all negotiations shall not be discoverable or admissible in the Action or any other
26 litigation. Defendant does not waive, and instead expressly reserves, its rights to challenge the
27 propriety of class certification and/or the Action proceeding on a representative basis for any
28 purpose should the Court not grant preliminary or final approval of the Parties' settlement.

1 37. Participating Class Member Release Of Claims. Upon the funding of the Gross
2 Settlement Amount, the Named Plaintiff and all Participating Class Members hereby do and shall
3 be deemed to have fully, finally, and forever released, settled, compromised, relinquished and
4 discharged any and all of the Released Parties from the Released Claims that arose during the Class
5 Period.

6 a. This release by the Named Plaintiff and each Participating Class Member is
7 intended to settle any and all of the Settled Claims, whether known or unknown, that any of them
8 may have against Defendant or any of the Released Parties during the Class Period. Thus, even if
9 the Named Plaintiff or any Participating Class Member may subsequently discover facts in
10 addition to or different from those they now know or believe to be true with respect to the subject
11 matter of the Released Claims, they shall be deemed to have, and by operation of the Final
12 Judgment shall have fully, finally, and forever settled and released any and all Settled Claims,
13 whether known or unknown, suspected or unsuspected, contingent or non-contingent, whether or
14 not concealed or hidden, which now exist, or have existed upon any theory of law or equity now
15 existing or coming into existence in the future.

16 b. Because it is impossible or impracticable to have each Class Member
17 execute this Agreement, the Class Notice will advise all Class Members of the binding nature of
18 the release and such notice will have the same force and effect as if the Agreement were executed
19 by each Class Member.

20 38. Aggrieved Employees Release of PAGA Claim: In exchange for the PAGA
21 Amount recited in this Agreement, the Named Plaintiff, as the representative for the State of
22 California and all Aggrieved Employees, and on behalf of their current, former, and future heirs,
23 executors, administrators, attorneys, agents, and assigns will forever completely release and
24 discharge Defendant and each of the Released Parties from the PAGA Claims that arose during
25 the PAGA Period. The Aggrieved Employees and the State of California will be deemed by
26 operation of the Final Order and Judgment to have agreed not to sue or otherwise make a claim
27 against Defendant and any of the Released Parties for the PAGA Claims that arose during the
28 PAGA Period.

39. Full Release By The Named Plaintiff. As of the occurrence of the Effective Date, the Named Plaintiff fully releases and discharges Defendant and the other Released Parties from the Released Claims and any other claims that the Named Plaintiff now has or claims to have, or has ever had or claimed to have, against the Released Parties through the Effective Date. Without limiting the generality of the foregoing, the Named Plaintiff specifically and expressly releases to the maximum extent permitted by law any claims against Defendants and the Released Parties, arising out of or relating to the Named Plaintiff's employment or the termination of his employment with Defendant and any other Released Party. This general release by the Named Plaintiff includes a waiver of Named Plaintiff's rights under Civil Code Section 1542, which provides: "A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."

40. No Prior Assignments. The Named Plaintiff and Class Counsel represent and warrant that they have not directly or indirectly assigned, transferred, encumbered or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action, or rights released and discharged by this Agreement.

41. Settlement Payments And Calculation Of Claims. Subject to final Court approval and the conditions specified in this Agreement, and in consideration of the mutual covenants and promises set forth in this Agreement, Defendant agrees to pay the Gross Settlement Amount of \$575,000.00. The Gross Settlement Amount includes, but is not limited to, payments to be made to Participating Class Members, Class Counsel's Attorneys' Fees and Costs, Enhancement Award to the Named Plaintiff, the PAGA Amount, and Settlement Administration Fees and Costs. For the avoidance of doubt, subject to the conditions set forth in this Agreement, Defendant shall not be required to pay any amount over \$575,000.00 for this Settlement. The following table summarizes the allocation of the Gross Settlement Amount:

///

///

Gross Settlement Amount of \$575,000.00, Allocated As Follows:

- **\$30,000.00** for the PAGA Amount
 - **\$22,500.00** for the LWDA Payment.
 - **\$7,500.00** for payments to Aggrieved Employees on a *pro rata* basis (the PAGA Payment).
- Class Counsel Attorneys' Fees not to exceed **\$191,666.66**
- Class Counsel Costs not to exceed **\$25,000.00**
- Up to **\$7,500.00** for an Enhancement Award for Named Plaintiff
- Settlement Administration Costs, not to exceed **\$7,500**
- Approximately **\$313,333.34** paid to Participating Class Members on a *pro rata* basis (the Net Class Settlement Amount).

42. Settlement Escalator. In preparation for the mediation, Defendant represented that there were approximately 19,711 non-exempt workweeks worked by the Class Members from May 29, 2016 to April 12, 2021. The Parties understood that the workweeks would increase between the date of the mediation and the end of the Class Period and, therefore, considered this during their settlement negotiations. Accordingly, should the actual number of workweeks increase by more than ten percent (10%) through May 20, 2021, the date of the Parties' mediation, (i.e. by more than 1,971 workweeks) Defendant shall increase the Net Class Settlement Amount on a proportional percentage basis equal to the percentage increase in the number of workweeks worked by the Class Members above 10%. For example, if the number of workweeks increases by 11% through May 20, 2021 to 21,879 workweeks, the Net Class Settlement Amount will increase by 1%.

43. Apportionment of Gross Settlement Amount. The Parties agree, subject to Court approval and the conditions specified in this Agreement, that the Gross Settlement Amount shall be apportioned as follows:

a. Class Counsel Attorneys' Fees and Costs: At the final approval hearing, Class Counsel will apply to the Court for an award of Attorneys' Fees of no more than 1/3 (33.33%) of the Gross Settlement Amount, which equals \$191,666.66. Class Counsel will also apply to the Court for an award of actual Costs incurred by Class Counsel not to exceed the amount of \$25,000.00. These fees and costs are included in, and shall come from, the Gross Settlement

1 Amount. Class Counsel will be issued an IRS Form 1099 for any fees and costs awarded by the
2 Court pursuant to this Paragraph 43.a. Except as provided in this Paragraph 43.a, each party will
3 bear his, her, or its own attorneys' fees, costs, and expenses incurred in the prosecution, defense,
4 or settlement of the Action. If the Court awards a lower amount of Attorneys' Fees and Costs than
5 the amount requested, any amount not awarded will be part of the distribution to the Participating
6 Class Members as set forth in this Agreement and shall not be a reason to invalidate/terminate this
7 Agreement.

8 b. Settlement Administrator Costs: At the final approval hearing, Class
9 Counsel will apply to the Court for approval of Settlement Administration costs not to exceed the
10 amount of \$7,500.00. These costs are included in, and shall come from, the Gross Settlement
11 Amount.

12 c. Named Plaintiff Enhancement Award: At the final approval hearing, Class
13 Counsel will apply to the Court for an award of up to \$7,500.00 to be paid to the Named Plaintiff
14 as an Enhancement Award for his services and for assuming the risks associated with this litigation,
15 and as consideration for providing a general release. Defendant will not oppose such application.
16 The Enhancement Award is included in, and shall come from, the Gross Settlement Amount.
17 Named Plaintiff will be issued an IRS Form 1099 for the Enhancement Award approved by the
18 Court pursuant to this Paragraph. The Enhancement Award payable to the Named Plaintiff shall
19 be in addition to any payment he may receive pursuant to Paragraph 43.e, below. If the Court
20 awards less than the amount requested, any amount not awarded will be part of the distribution to
21 the Participating Class Members as set forth in this Agreement and shall not be a reason to
22 invalidate/terminate this Agreement.

23 d. PAGA Amount: At the final approval hearing, Class Counsel will apply to
24 the Court for approval of the PAGA Amount of \$30,000.00 for claims for civil penalties asserted
25 under PAGA. Class Counsel will submit notice of this Settlement to the LWDA, as required by
26 Labor Code § 2699(l)(2). The Parties agree that 75% of the PAGA Amount (\$22,500.00) will be
27 paid to the LWDA as the "LWDA Payment," and the remaining 25% (\$7,500.00) will be allocated
28 to the Aggrieved Employees as the "PAGA Payment." The portion of the PAGA Payment

allocated to each of the Aggrieved Employees will be calculated using the same formula as set forth in Paragraph 43.e, but will be limited to weeks worked during the PAGA Period. Any Class Members who worked during the PAGA Period and who opt out of the Settlement will still be considered Aggrieved Employees for purposes of this Paragraph 43.d and, therefore, will (i) receive their portion of the PAGA Payment; and (ii) release all PAGA Claims against the Released Parties.

e. Individual Settlement Payments. The Individual Settlement Payments shall consist of: (i) each Participating Class Member's *pro rata* portion of the Net Class Settlement Amount; and (ii) if applicable, each Aggrieved Employee's *pro rata* portion of the PAGA Payment.

i) Participating Class Member Payments: After deducting the approved amounts specified in Paragraphs 43.a-43.d above, each Participating Class Member will be entitled to a *pro rata* portion of the remaining amount. Participating Class Member Payments will be calculated from the Net Class Settlement Amount based on the respective number of weeks worked by each Participating Class Member in a non-exempt position during the Class Period, rounded up. Each Participating Class Member's share of the Net Class Settlement Amount will be calculated by dividing the Participating Class Member's weeks worked in a non-exempt position by the total number of weeks worked by all Class Members in a non-exempt position during the Class Period and multiplying this figure by the Net Class Settlement Amount. The Class Notice will include the number of weeks that the Class Member worked during the Class Period and the amount the Class Member is estimated to receive under the terms of the Settlement.

Example: Class Member A worked 50 workweeks during the Class Period. All Class Members who worked during the Class Period worked a total of 20,000 workweeks. Class Member A's Individual Settlement Payment would be calculated as follows:

- 50 workweeks worked by Class Member A ÷ 20,000 workweeks for all Class Members = 0.25%.
- Class Member A would be estimated to be entitled to a Participating

Class Member Payment in the amount of \$783.33 (0.25% x \$313,333.34).

ii) PAGA Payment: For each Class Member who is also an Aggrieved Employee, the Individual Settlement Payment to the Class Member will also include the Class Member's *pro rata* share of the PAGA Payment, as set forth in Paragraph 43.d.

f. The Parties acknowledge and agree that the formula used to calculate the Individual Settlement Payments does not mean that all of the elements of damages, restitutionary relief, and penalties alleged in the Action are not being taken into account. The above formula was devised as a practical and logistical method to simplify the participation process.

g. Individual Settlement Payments shall be distributed only to Participating Class Members, with the exception that PAGA Payments will be distributed to all Aggrieved Employees. The portion of the Net Class Settlement Amount allocated to Class Members who opt out of the Settlement will be distributed to Participating Class Members on a *pro rata* basis based on the formula set forth in Paragraph 43.e.

h. The Parties agree that, under no circumstances shall Defendant be obligated to pay any amount under this Agreement to any Class Member other than Participating Class Members, with the exception of the PAGA Payments. In addition, the Parties agree that under no circumstances shall Defendant be obligated to pay more than the Gross Settlement Amount in full settlement of the Action.

44. No Credit Toward Benefit Plans. The Individual Settlement Payments made to Participating Class Members under this Agreement, including the PAGA Payments made to Aggrieved Employees, will not be utilized to calculate any additional benefits under any benefit plans to which any Participating Class Member or Aggrieved Employees may be eligible including, but not limited to: profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties' intention that this Agreement will not affect any rights, contributions, or amounts to which any Participating Class Member or Aggrieved Employee may be entitled under any benefit plans.

45. Taxation Of Settlement Proceeds. All settlement payments paid to Participating

1 Class Members, Aggrieved Employees, and the Named Plaintiff, will be paid in a net amount after
2 applicable state and federal tax withholdings, including payroll taxes, have been deducted.

3 a. The Participating Class Member Payments shall be reported as follows:
4 (i) 10% of the amount distributed to each Participating Class Member will be considered wages,
5 and will be reported as such to each Participating Class Member on a W-2 Form; (ii) 45% of the
6 amount distributed to each Participating Class Member will be considered interest on the unpaid
7 wages, and will be reported as such to each Participating Class Member on an IRS Form 1099;
8 and (iii) 45% of the amount distributed to each Participating Class Member will be considered
9 statutory penalties, and will be reported as such to each Participating Class Member on an IRS
10 Form 1099. The PAGA Payments distributed to each Aggrieved Employee will be considered
11 penalties and will be reported on an IRS Form 1099.

12 b. Prior to mailing the Individual Settlement Payments, the Settlement
13 Administrator will calculate, withhold from the Individual Settlement Payment, and remit to
14 applicable governmental agencies sufficient amounts as may be owed by Participating Class
15 Members or Aggrieved Employees for required withholdings and taxes, including all payroll taxes.
16 The Settlement Administrator will issue appropriate tax forms to each Participating Class Member
17 and Aggrieved Employee consistent with the foregoing breakdown. The Parties understand that
18 the Named Plaintiff, Participating Class Members, and Aggrieved Employees who receive an
19 Individual Settlement Payment pursuant to this Agreement shall be solely responsible for any and
20 all tax obligations associated with such receipt.

21 c. The Parties stipulate that the Settlement Fund (as defined at Paragraph 50)
22 will qualify as a settlement fund pursuant to the requirements of Section 468(B)(g) of the Internal
23 Revenue Code of 1986, as amended, and Section 1.468B-1 *et seq.* of the federal income tax
24 regulations. Furthermore, the Settlement Administrator is designated as the “Administrator” of
25 the qualified settlement funds for purposes of Section 1.468B-2(k) of the income tax regulations.
26 Accordingly, all taxes imposed on the gross income of the Settlement Fund and any tax-related
27 expenses arising from any income tax return or other reporting document that may be required by
28 the Internal Revenue Service or any state or local taxing body will be paid from the Settlement

1 Fund.

2 d. All Parties represent and acknowledge that nothing in this Agreement
3 constitutes tax advice regarding the tax treatment of payments under federal, state, or local law.
4 The Named Plaintiff, Participating Class Members, and Aggrieved Employees will assume any
5 such tax obligations or consequences that may arise from this Agreement and Class Members shall
6 not seek any indemnification from the Parties or any of the Released Parties in this regard. In the
7 event that any taxing body determines that additional taxes are due from any Class Member or
8 Aggrieved Employee, including Named Plaintiff, such Class Member or Aggrieved Employee
9 assumes all responsibility for the payment of such taxes.

10 46. Notice Procedure. Within 14 calendar days after entry of the Preliminary Approval
11 Order, Defendant will provide to the Settlement Administrator a list of Class Members that
12 identifies each Class Member by name, Social Security Number, and last-known address; and
13 specifies the number of weeks worked by each Class Member in a non-exempt position during the
14 Class Period and the PAGA Period (the "Class List"). Defendant will provide the Class List in an
15 Excel file or other format reasonably acceptable to the Settlement Administrator. The Settlement
16 Administrator will keep the list confidential and use it only for the purposes described in this
17 Agreement.

18 a. Upon receipt of the Class List, the Settlement Administrator shall perform
19 a search based upon the National Change of Address Database to update and correct any known
20 or identifiable address changes. The Settlement Administrator shall exercise its best judgment to
21 determine the current mailing address for each Class Member. Within 14 calendar days after
22 receipt of the Class List from Defendant, the Settlement Administrator will send the Class Notice
23 to each Class Member via First Class U.S. Mail. Receipt of the Class Notice shall be presumed as
24 to each and every Class Member whose Class Notice is not returned to the Settlement
25 Administrator as undeliverable within 14 calendar days after mailing.

26 b. The Settlement Administrator will re-mail any notice packet returned by the
27 United States Postal Service with a forwarding address on or before the expiration of the Notice
28 Period. It shall be conclusively presumed that those Class Members whose re-mailed Class Notice

1 is not returned to the Settlement Administrator as undeliverable within 14 calendar days after re-
2 mailing, received the Class Notice.

3 c. The Settlement Administrator will use the appropriate skip tracing and
4 National Change of Address searches to increase the likelihood of delivery of the Class Notice to
5 Class Members, and to re-mail the notice packets returned by the Postal Service without a
6 forwarding address upon locating new or alternate addresses after a reasonable search.

7 d. Class Counsel will provide to the Court, in connection with seeking final
8 approval of the Settlement, a declaration from the Settlement Administrator confirming that the
9 Class Notice was mailed to all Class Members as required by this Agreement, as well as any
10 additional information Class Counsel deems appropriate to provide to the Court.

11 47. Dispute Procedure. The Class Notice will include a procedure by which a Class
12 Member may dispute the number of workweeks allocated to the Class Member by submitting a
13 written dispute sent via U.S. Mail to the Settlement Administrator postmarked no later than the
14 expiration of the Notice Period (“Workweek Dispute”). To be valid, a Workweek Dispute must
15 contain the following: (i) the Class Member’s full name, current address, and signature; (ii) the
16 Action name and case number; (iii) the number of workweeks the Class Member maintains is
17 correct; and (iv) documentary evidence sufficient to prove that Defendant’s calculation of the
18 workweeks for the Class Member is incorrect. Upon receipt of notice of a Workweek Dispute, the
19 Settlement Administrator shall promptly serve Class Counsel and Defendant’s counsel with a copy
20 of the Workweek Dispute and any accompanying papers. No Workweek Dispute shall be effective
21 or considered for any purpose unless it is timely mailed by U.S. mail to and received by the
22 Settlement Administrator as provided above. Defendant shall have the right to respond to the
23 Workweek Dispute by any Class Member. All information and documents relating to any such
24 disputes will be provided to Class Counsel. The Settlement Administrator will resolve the
25 Workweek Dispute and make a final and binding determination without hearing or right of appeal.
26 The Settlement Administrator’s determination will be subject to review by the Court at the time of
27 the Final Approval Hearing so long as the Participating Class Member submits an objection to the
28 Settlement Administrator’s determination at or before the Final Approval Hearing.

1 a. Within 14 calendar days after the close of the Notice Period, the Settlement
2 Administrator will provide Class Counsel and Defendant's counsel with a report listing the amount
3 of all Individual Settlement Payments, including the *pro rata* portion of the PAGA Payment, to be
4 made to Participating Class Members and Aggrieved Employees. The report to Class Counsel will
5 not include the names or contact information of Participating Class Members and Aggrieved
6 Employees.

7 48. Opt-Out Procedure. Unless a Class Member opts out of the settlement described in
8 this Agreement, the Class Member will be bound by the terms and conditions of this Agreement,
9 including the release of the Released Claims that arose during the Class Period. A Class Member
10 will not be entitled to opt out of the settlement established by this Agreement unless the Class
11 Member submits a valid opt-out request ("Opt-Out Request"). A valid Opt-Out Request must:
12 (i) contain the Class Member's full name, current address, and signature; (ii) the Action name and
13 case number; (iii) a written request clearly expressing the Class Member's desire to be excluded
14 from (or opt out of) the Settlement; and (iv) be returned so that it is postmarked on or before the
15 expiration of the Notice Period. Any Class Members who worked during the PAGA Period and
16 who opt out of the Settlement will still be considered Aggrieved Employees for purposes of this
17 Agreement.

18 a. Upon receipt of any Opt-Out Request within the Notice Period, the
19 Settlement Administrator shall review the Opt-Out Request to confirm that it complies with the
20 opt-out requirements of this Agreement.

21 b. Any Class Member who fails to submit a timely, complete, and valid Opt-
22 Out Request will be barred from opting out of this Agreement or the settlement, unless otherwise
23 ordered by the Court. If the Settlement Administrator receives a timely Opt-Out Request that is
24 incomplete, it will make reasonable attempts to contact the class member to cure the defect. The
25 Settlement Administrator will not consider any Opt-Out Request postmarked after the end of the
26 Notice Period, but will report its receipt of any such requests to Class Counsel and counsel for
27 Defendant. It shall be presumed that, if an Opt-Out Request is not postmarked on or before the
28 end of the Notice Period, the Class Member did not make the request in a timely manner. A

1 declaration submitted by any Class Member attesting to the mailing of an Opt-Out Request on or
2 before the expiration of the Notice Period shall be insufficient to overcome the conclusive
3 presumption that the Opt-Out Request was untimely. Under no circumstances shall the Settlement
4 Administrator have the authority to extend the deadline for Class Members to submit a request to
5 opt out of the settlement without Defendant's written consent.

6 c. At the close of the Notice Period, the Settlement Administrator shall report
7 the names of all individuals who opted-out of the Agreement to the parties and include this
8 information in a Declaration regarding the distribution of the notice that will be provided in support
9 of Plaintiff's Motion for Final Approval.

10 d. If either: (i) 5% or more of the Class Members or (ii) Class Members who
11 account for 5% or more of the total workweeks, timely opt out of the settlement, Defendant will
12 have the sole and absolute discretion to withdraw from this Agreement within 14 calendar days
13 after Defendant receives notice of the number of opt outs. Defendant will provide written notice
14 to Class Counsel if it intends to withdraw from this Agreement. In the event that Defendant elects
15 to so withdraw, the withdrawal shall have the same effect as a termination of this Agreement for
16 failure to satisfy a condition of settlement, and the Agreement shall become null and void and have
17 no further force or effect, and the class certified pursuant to this Agreement will be decertified for
18 all purposes. If Defendant chooses to terminate this Settlement Agreement under this provision,
19 it shall be responsible to pay the Settlement Administrator's fees and costs. If the Settlement
20 Agreement is terminated for any other reason, including the Court's failure to grant final approval
21 of the Parties' settlement, then Class Counsel and Defendant will be jointly responsible for the
22 Settlement Administrator's fees and costs.

23 49. Objections To Settlement. Any Class Member may object to the Settlement. Any
24 written objection must be mailed to the Settlement Administrator (who shall promptly provide a
25 copy to Class Counsel and counsel for Defendant) by the close of the Notice Period. Class Counsel
26 will ensure that any written objections get filed with the Court concurrently with the final approval
27 documents. Class Members who have not objected in writing may still appear and be heard at the
28 Settlement Hearing.

1 a. Written objections to the Settlement must contain at least the following:
2 (i) the objecting Class Member's full name, current address, and signature; (ii) a clear reference to
3 the Action; (iii) a statement of the specific reasons why the objector believes the Settlement is
4 unfair or objects to the Settlement; and (iv) a statement whether the objector intends to appear at
5 the final approval hearing, either in person or through counsel and, if through counsel, a statement
6 identifying that counsel by name, bar number, address and telephone number. All objections shall
7 be signed by the objecting Class Member or the Class Member's legally authorized representative.

8 b. Class Counsel or Defendant's counsel may, before the Final Hearing Date,
9 file responses to any written objections submitted to the Court.

10 c. Unless they opt out of the Settlement as specified in Paragraph 48, Class
11 Members who object to the proposed settlement or the Agreement will remain Participating Class
12 Members, and shall be deemed to have voluntarily waived their right to pursue an independent
13 remedy against Defendant and the other Released Parties. To the extent any Participating Class
14 Member objects to the proposed settlement or Agreement and such objection is overruled in whole
15 or in part, such individuals will be bound by the Court's Final Approval Order.

16 d. In the event that any person objects to or opposes this proposed settlement
17 or the Agreement, or attempts to intervene in or otherwise enter the Action, the Parties and Class
18 Counsel will use their best efforts to defend the Settlement.

19 50. Funding And Distribution Of Settlement.

20 a. Within 14 calendar days of the close of the Notice Period, the Settlement
21 Administrator will provide a draft declaration to Class Counsel and Defendant's counsel setting
22 forth: the number of Participating Class Members and Aggrieved Employees; the identity of those
23 individuals who opted-out of the Settlement; the total amount payable to all Participating Class
24 Members and Aggrieved Employees; and the total PAGA Amount, Attorneys' Fees and Costs,
25 Enhancement Award, Settlement Administration Costs, Net Class Settlement Amount, and the
26 appropriate applicable employer's taxes for any portion of the Individual Settlement Payments
27 designated as wages.

28 b. Within 14 calendar days after the Effective Date, Defendant shall remit to

1 the Settlement Administrator: (i) the Gross Settlement Amount of \$575,000.00 and (ii) the
2 employer's taxes for any portion of the Individual Settlement Payments designated as wages (the
3 "Settlement Fund"). The delivery by Defendant of the Settlement Fund to the Settlement
4 Administrator will constitute the full and complete discharge of the entire obligation of Defendant
5 under this Agreement. No Released Party will have any further obligation or liability to the Named
6 Plaintiff, Participating Class Members, Aggrieved Employees, or Class Counsel under this
7 Agreement, regardless of whether the Named Plaintiff, Participating Class Members, Aggrieved
8 Employees, or Class Counsel receive the payments from the Settlement Administrator set forth in
9 this Agreement.

10 c. The distribution of Individual Settlement Payments to Participating Class
11 Members and Aggrieved Employees will occur no later than 21 calendar days after receipt of the
12 Settlement Fund from Defendant ("Settlement Proceeds Distribution Deadline"). The Settlement
13 Administrator shall be deemed to have timely distributed Individual Settlement Payments if it
14 places in the mail Individual Settlement Payments for all Participating Class Members and
15 Aggrieved Employees by the Settlement Proceeds Distribution Deadline. No person will have any
16 claim against the Settlement Administrator, Defendant, Class Counsel, Defendant's counsel, or
17 any other agent designated by the Named Plaintiff or Class Counsel based upon the distribution of
18 Individual Settlement Payments made substantially in accordance with this Agreement or further
19 orders of the Court.

20 d. The distribution of the LWDA Payment, Attorneys' Fees and Costs, and the
21 Enhancement Award shall occur no later than 21 calendar days after the Settlement Administrator
22 receives the Settlement Fund from Defendant.

23 e. If a Participating Class Member's or Aggrieved Employee's check is
24 returned to the Settlement Administrator, the Settlement Administrator will make reasonable
25 efforts to re-mail it to the Participating Class Member or Aggrieved Employee at the correct
26 address. It is expressly understood and agreed that the checks for the Individual Settlement
27 Payments will become void and no longer available if not cashed within 180 days after mailing.
28 The funds from uncashed and voided checks will be transferred to the State of California's

1 Unclaimed Property Fund in the name of the Participating Class Member/Aggrieved Employee.

2 f. Defendant will not be obligated to make any payments contemplated by this
3 Agreement unless and until the Court enters the Final Order and Judgment, and after the Effective
4 Date of the Agreement.

5 g. Within 60 days of the Settlement Proceeds Distribution Deadline, the
6 Settlement Administrator will provide written certification of completion of settlement
7 administration to Class Counsel and to Defendants' Counsel.

8 51. Binding Effect Of Agreement On Class Members. Subject to final Court approval
9 and the occurrence of the Effective Date, and unless otherwise provided in this Agreement, all
10 Participating Class Members will be bound by this Agreement.

11 52. Binding Effect Of Agreement On Aggrieved Employees and State of California.
12 The Aggrieved Employees and the State of California are deemed by operation of the Final Order
13 and Judgment to have agreed not to sue or otherwise make a claim against Defendant or any of the
14 Released Parties for any of the PAGA Claims.

15 53. Provisional Approval Of Settlement. Named Plaintiff will file a motion in the
16 Action requesting that the Court enter the Preliminary Approval Order within 30 days of the
17 complete execution of this Agreement. Defendant will not oppose Class Counsel's motion for
18 preliminary approval of the settlement so long as the motion and supporting papers are consistent
19 with the terms of this Agreement. Class Counsel will provide Defendant's counsel with a
20 reasonable opportunity to review, and provide comments to, the motion for preliminary approval
21 of the settlement before the motion and supporting papers are filed with the Court.
22 Notwithstanding the foregoing, Defendant may, without opposing the preliminary approval
23 motion, advise the Court if Defendant disagrees with any of the factual statements included by the
24 Named Plaintiff in the motion and supporting papers. Defendant's counsel will meet and confer
25 with Class Counsel regarding any disputed factual statements before notifying the Court of any
26 disputes.

27 54. Non-Interference With Claims Procedure. The Parties and their counsel agree that
28 they will not advise, solicit, or otherwise encourage any Class Members to submit requests for

1 exclusion or objections to the settlement or to appeal from the Final Order or Final Judgment.

2 55. Final Order and Judgment. The Named Plaintiff will request that the Court enter,
3 after the Settlement Hearing finally approving this Agreement, a Final Order and Judgment.
4 Named Plaintiff will request that the Final Order and Judgment certify the Participating Class; find
5 that this Agreement is fair, just, equitable, reasonable, adequate and in the best interests of the
6 Class and the Aggrieved Employees; list the employees (if any) who opted-out of the settlement;
7 order that the Participating Class Members and Aggrieved Employees, and the State of California,
8 release the Released Parties from the Released Claims and PAGA Claims as set forth in this
9 Agreement; and require the Parties to carry out the provisions of this Agreement.

10 56. Automatic Voiding Of Agreement If Settlement Not Finalized. If for any reason
11 the settlement set forth in this Agreement does not become final, the settlement will be null and
12 void and the orders, judgment, and dismissal to be entered pursuant to this Agreement shall be
13 vacated, and the Parties will be returned to the status quo prior to entering this Agreement with
14 respect to the Action, as if the Parties had never entered into this Agreement, and the class certified
15 pursuant to this Agreement will be decertified for all purposes. In addition, in such event, the
16 Agreement and all negotiations, court orders, and proceedings relating to this Agreement shall be
17 without prejudice to the rights of any and all parties to this Agreement, and evidence relating to
18 the Agreement and all negotiations shall not be admissible or discoverable in the Action or
19 otherwise.

20 57. No Double Recovery. No person who has already released, assigned, or otherwise
21 forfeited the claims asserted in the Action will be considered a Class Member or be entitled to
22 recover under this Agreement.

23 58. No Publicity. The Named Plaintiff and Class Counsel agree that they shall not
24 discuss, answer questions about, promote, or publicize the filing of the Action, the Parties'
25 settlement, this Agreement and its terms, or the negotiations leading to this Agreement with anyone
26 other than the Court or those individuals necessary to effectuate the terms of the Agreement. The
27 prohibition set forth in this Paragraph 58 includes, but is not limited to: (i) publication by Named
28 Plaintiff or Class Counsel on any website (including, without limitation, publishing on any Twitter

1 account, Facebook, other social media, or blog, or business website) of the amount or terms of the
2 settlement, with or without identifying information; and (ii) the submission of information to
3 Verdicts & Settlements or any other publication that summarizes the results of jury verdicts and
4 settlements.

5 a. Notwithstanding the foregoing, Class Counsel may respond to questions
6 received from, and discuss any aspect of this Agreement with the Class Members or their legal
7 representatives, the Settlement Administrator, the Court, and representatives of the California
8 Labor and Workforce Development Agency.

9 b. Notwithstanding the foregoing, nothing in this Paragraph shall prohibit or the
10 filing of information with the Court or the LWDA relating to the Settlement that is necessary to
11 effectuate this Agreement, or the online posting of documents relating to the Action by the
12 Settlement Administrator as permitted by this Agreement including the Judgment entered by the
13 Court.

14 c. The Named Plaintiff and Class Counsel agree that all data and information
15 informally produced by Defendant in connection with the settlement of this Action will be
16 maintained in confidence, and will not be shared with any other persons or entities.

17 59. Invalidation Of Agreement For Failure To Satisfy Conditions. If the Court makes
18 material changes to the material terms or conditions of Paragraphs 1 through 58 of this Agreement
19 that are not agreed to by the Parties, either Party shall have the right to terminate this Agreement,
20 in which case Defendant would not be obligated to make any payments to any Class Member, to
21 Class Counsel, or to the Named Plaintiff. The Parties shall meet and confer in good faith before
22 exercising such right.

23 60. Modification In Writing. This Agreement may be altered, amended, modified or
24 waived, in whole or in part, only in a writing signed by all signatories to this Agreement. This
25 Agreement may not be amended, altered, modified or waived, in whole or in part, orally.

26 61. Ongoing Cooperation. The Named Plaintiff and Defendant will execute all
27 documents and perform all acts necessary and proper to effectuate the terms of this Agreement.
28 The execution of such documents must take place prior to the Final Hearing Date. In the event the

1 Parties are unable to reach agreement on the form or content of any document needed to implement
2 the Settlement, or any supplemental provisions that may become necessary to effectuate the terms
3 of the Settlement, the Parties agree to seek the assistance of the Court.

4 62. Notices. All notices, requests, demands, and other communications required or
5 permitted to be given pursuant to this Agreement shall be in writing, and shall be delivered
6 personally or by first class mail to the Settlement Administrator approved by the Court and the
7 undersigned persons at their respective addresses as set forth below:

8 **CLASS COUNSEL**

9 WILSHIRE LAW FIRM
10 Justin F. Marquez, Esq.
11 Nicol E. Hajjar, Esq.
12 Rachel J. Vinson, Esq.
13 3055 Wilshire Blvd., 12th Floor
14 Los Angeles, California 90010
15 Telephone: 213-381-9988

16 **COUNSEL FOR DEFENDANT**

17 RUTAN & TUCKER, LLP
18 Brandon L. Sylvia, Esq.
19 Kimberly A. Nayagam, Esq.
20 18575 Jamboree Road, 9th Floor
21 Irvine, California 92612
22 Telephone: (714) 641-5100

23 63. Binding on Successors. This Agreement will be binding upon and will inure to the
24 benefit of the Parties and their respective successors, assigns, executors, administrators, heirs and
25 legal representatives.

26 64. Entire Agreement. This Agreement constitutes the full, complete, and entire
27 understanding, agreement, and arrangement between the Named Plaintiff, the Class Members, and
28 the Aggrieved Employees, on the one hand, and Defendant, on the other hand, with respect to the
settlement of the Action. This Agreement supersedes any and all prior oral or written
understandings, agreements and arrangements between the Parties with respect to the settlement
of the Action. Except for those set forth expressly in this Agreement, there are no other

1 agreements, covenants, promises, representations or arrangements between the Parties with respect
2 to the settlement of the Action, the PAGA Claims, and the Released Claims against Defendant and
3 the Released Parties. The Parties explicitly recognize California Civil Code § 1625 and California
4 Code of Civil Procedure § 1856(a), which provide that a written agreement is to be construed
5 according to its terms, and may not be varied or contradicted by extrinsic evidence, and agree that
6 no such extrinsic oral or written representations or terms shall modify, vary, or contradict the terms
7 of this Agreement.

8 65. Execution In Counterparts. This Agreement may be signed in one or more
9 counterparts. All executed copies of this Settlement Agreement, and photocopies of the
10 Agreement (including facsimile and e-mail copies of the signature pages), shall have the same
11 force and effect and shall be as legally binding and enforceable as the original.

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

15 67. Governing Law. This Agreement shall be interpreted, construed, enforced, and
16 administered in accordance with the laws of the State of California, without regard to conflict of
17 law rules.

18 68. Reservation Of Jurisdiction. Notwithstanding the dismissal of the Action and entry
19 of the Final Order and Judgment, the Court shall retain jurisdiction for purposes of interpreting
20 and enforcing the terms of this Agreement.

21 69. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms
22 and conditions of this Agreement. Accordingly, this Agreement will not be construed more strictly
23 against one Party than another merely by virtue of the fact that it may have been prepared by
24 counsel for one of the Parties, it being recognized that, because of the arms-length negotiations
25 between the Parties, all Parties have contributed to the preparation of this Agreement.

26 70. Representation and Warranties. Class Counsel and the Named Plaintiff represent
27 and warrant to Defendant that they are not aware of any attorneys beyond those named as Class
28 Counsel who have claims for fees arising out of the Action or the Settlement contemplated by this

1 Agreement. To the extent those representations are false or other attorneys do have claims for fees
2 arising out of the Actions or this Settlement, Class Counsel and the Class jointly and severally
3 agree to fully indemnify Defendant for any damages it incurs as a result of those claims, including,
4 but not limited to, all attorneys' fees and costs.

5 71. Authorization to Act. Each Party to this Agreement covenants and warrants that
6 (a) such Party has full power and authority to enter into and consummate all transactions
7 contemplated by this Agreement and have duly authorized the execution, delivery and performance
8 of this Agreement and (b) the person executing this Agreement for such Party has the full right,
9 power and authority to enter into this Agreement on behalf of such Party, and the full right, power
10 and authority to execute any and all necessary instruments in connection with the Settlement, and
11 to fully bind such Party to the terms and obligations of this Agreement.

12 72. Representation By Counsel. The Parties acknowledge that each of them has been
13 represented by their respective counsel throughout all negotiations that preceded the execution of
14 this Agreement, and that this Agreement has been executed with the consent and advice of their
15 respective counsel. Further, the Named Plaintiff and Class Counsel warrant and represent that
16 there are no liens on the Settlement Agreement, and that after entry by the Court of the Final Order
17 and Judgment, the Settlement Administrator may distribute funds to Participating Class Members,
18 Aggrieved Employees, Class Counsel, the LWDA, the Settlement Administrator, and the Named
19 Plaintiff as provided by this Agreement.

20 73. Representation By The Named Plaintiff. The Named Plaintiff agrees not to request
21 to be excluded from the Class and not to object to any terms of this Agreement. Any such request
22 by the Named Plaintiff for exclusion or objection shall be void and of no force or effect.

23 74. Additional Attorneys' Fees and Costs. No Participating Class Member, Aggrieved
24 Employee, or Class Counsel, or any other attorney acting for any Participating Class Member or
25 Aggrieved Employee, may recover or seek to recover any amounts for fees, costs, or disbursements
26 arising from the Action or the Gross Settlement Amount from the Released Parties except as
27 expressly provided in this Agreement.

28 75. No Reliance on Representations. The Parties have made such investigations of the

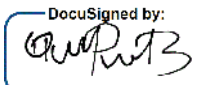
1 facts and the law pertaining to the matters described in this Agreement as they deem necessary,
 2 and have not relied, and do not rely, on any statement, promise, or representation of fact or law,
 3 made by any other Party, or any of their agents, employees, attorneys, or representatives, with
 4 regard to any of their rights or asserted rights, or with regard to the advisability of making and
 5 executing this Agreement, or with respect to any such matters. No representations, warranties, or
 6 inducements have been made to any Party concerning this Agreement.

7 76. No Collateral Attack. This Agreement will not be subject to collateral attack by
 8 any Class Member or any recipient of the Class Notice after the Final Order and Dismissal. Such
 9 prohibited collateral attacks shall include but not be limited to claims that the Class Member failed
 10 for any reason to receive timely notice of the procedure for disputing the calculation of his or her
 11 Individual Settlement Payment, or for opting out of the Settlement.

12 IT IS SO AGREED:

13
 14
 15
 16 Dated: 8/27/2021 _____

PLAINTIFF VICTOR PEREZ

By:  _____
DocuSigned by:
0BE211908EF54B9...
 Victor Perez
 Named Plaintiff

17
 18
 19 Dated: _____

DEFENDANT THE BIG COMPANY, INC.
 DBA CAPO FIRESIDE

20
 21 By: _____

22 Title: _____

1 facts and the law pertaining to the matters described in this Agreement as they deem necessary,
2 and have not relied, and do not rely, on any statement, promise, or representation of fact or law,
3 made by any other Party, or any of their agents, employees, attorneys, or representatives, with
4 regard to any of their rights or asserted rights, or with regard to the advisability of making and
5 executing this Agreement, or with respect to any such matters. No representations, warranties, or
6 inducements have been made to any Party concerning this Agreement.

7 76. No Collateral Attack. This Agreement will not be subject to collateral attack by
8 any Class Member or any recipient of the Class Notice after the Final Order and Dismissal. Such
9 prohibited collateral attacks shall include but not be limited to claims that the Class Member failed
10 for any reason to receive timely notice of the procedure for disputing the calculation of his or her
11 Individual Settlement Payment, or for opting out of the Settlement.

12 IT IS SO AGREED:

13
14 PLAINTIFF VICTOR PEREZ

15
16 Dated: _____

17 By: _____

18 Victor Perez
19 Named Plaintiff

20 Dated: 8/21/2021

21 DEFENDANT THE BIG COMPANY, INC.
22 DBA CAPO FIRESIDE

23 By: 

24 Title: CEO

1 APPROVED AS TO FORM AND CONTENT AND
2 AGREE TO BE BOUND BY PARAGRAPH 58:

3 Dated: August 27, 2021

WILSHIRE LAW FIRM

4
5 By: 
Attorney for Plaintiff

6 APPROVED AS TO FORM AND CONTENT:

7
8 Dated: August 30, 2021

RUTAN & TUCKER, LLP

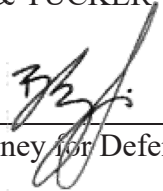
9
10 By: 
Attorney for Defendant

EXHIBIT A

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO

VICTOR PEREZ, INDIVIDUALLY AND ON
BEHALF OF ALL OTHERS SIMILARLY
SITUATED,

PLAINTIFF,

VS.

THE BIG COMPANY, INC. DBA CAPO FIRESIDE,
A CALIFORNIA CORPORATION, AND DOES 1
THROUGH 10, INCLUSIVE,

DEFENDANTS.

Case No. CIVDS2009691

ASSIGNED FOR ALL PURPOSES TO:
HON. DAVID COHN, DEPT. S26

NOTICE OF PROPOSED CLASS ACTION
SETTLEMENT AND FINAL FAIRNESS
HEARING

YOU MAY BE ENTITLED TO BENEFITS FROM THIS SETTLEMENT. YOUR ESTIMATED SETTLEMENT AMOUNT IS \$[REDACTED]. PLEASE CONTINUE READING TO LEARN HOW THIS SETTLEMENT AFFECTS YOUR RIGHTS.

Notice is given that a proposed settlement (the "Settlement") has been reached between plaintiff Victor Perez ("Plaintiff") and Defendant The BIG Company Inc. dba CAPO Fireside ("Defendant"). The lawsuit is a class action and representative action lawsuit entitled *Victor Perez v. The BIG Company, Inc. dba CAPO Fireside, et al.*, San Bernardino County Superior Court Case No. CIVDS2009691 (the "Litigation" or "Action").

The Settlement will resolve all Released Claims, as that term is defined in the Settlement Agreement, made against Defendant and other Released Parties on behalf of the Class, *i.e.*, all current and former employees who worked in a non-exempt or hourly-paid position for The BIG Company, Inc. dba CAPO Fireside within the state of California from May 29, 2016 to July 19, 2021 (the "Class Period").

The Settlement will also resolve all PAGA Claims, as that term is defined in the Settlement Agreement, made against Defendant and other Released Parties on behalf of the Aggrieved Employees, *i.e.*, all Class Members who worked from March 26, 2019 to July 19, 2021 (the "PAGA Period"). Any Class Members who worked during the PAGA Period will be considered an Aggrieved Employee and, therefore, regardless of how they respond to this Notice, all Class Members who worked during the PAGA Period will (i) receive their portion of the PAGA Payment; and (ii) release all PAGA Claims against the Released Parties as set forth in the Settlement Agreement.

A. PURPOSE OF THIS NOTICE

The Court has ordered that this Class Notice be sent to you because Defendant's records reflect that you are a potential member of the Class. The purpose of this Notice is to: (a) provide a brief description of the Litigation; (b) inform you of the proposed Settlement; and (c) discuss your rights and options with respect to the Litigation and the Settlement.

B. DESCRIPTION OF THE LITIGATION

The Action was filed by Plaintiff on behalf of all current and former employees who worked in a non-exempt or hourly-paid position for The BIG Company, Inc. dba CAPO Fireside within the state of California during the Class Period (the “Class” or “Class Members”). As alleged in the Lawsuit, Plaintiff claims that Class Members were wrongfully denied wages and overtime compensation, meal and rest breaks, accurate wage statements, and other rights guaranteed under the Labor Code.

The Action alleges class and representative claims against Defendant for (1) failure to pay minimum and regular wages; (2) failure to pay overtime; (3) failure to provide meal periods and pay meal period premiums; (4) failure to authorize and permit rest periods and pay rest period premiums; (5) failure to timely pay wages; (6) failure to provide accurate itemized wage statements; (7) violation of California Business and Professions Code § 17200 *et seq.*; and (8) violation of Labor Code § 2698 *et seq.* Defendant denies each and all of the claims and contentions alleged by Plaintiff.

The Court has made no ruling on the merits of Plaintiff’s class claims or Defendant’s defenses. The Court will decide whether to give final approval to the Settlement at a hearing scheduled for [REDACTED], 2021, at [REDACTED] a.m., in Department S26 of the San Bernardino County Superior Court, located at San Bernardino County Superior Court, 247 West Third Street, San Bernardino, CA 92415.

Attorneys for the Class (“Class Counsel”) in the Litigation are:

CLASS COUNSEL

WILSHIRE LAW FIRM
Justin F. Marquez, Esq.
Nicol E. Hajjar, Esq.
Rachel J. Vinson, Esq.
3055 Wilshire Blvd., 12th Floor
Los Angeles, California 90010
Telephone: 213-381-9988

Counsel For Defendant

RUTAN & TUCKER, LLP
Brandon L. Sylvia, Esq.
Kimberly A. Nayagam, Esq.
18575 Jamboree Road, 9th Floor
Irvine, California 92612
Telephone: (714) 641-5100

C. YOUR OPTIONS

If you fit within the above description of the Class, you have several options. Your rights regarding each option, and the procedure you must follow to select each option, are explained below.

1. OPTION 1: Do Nothing and Remain a Member of the Class and Participate in the Settlement.

If you want to participate in the Class Settlement and receive a Participating Class Member Settlement Payment, **DO NOT TAKE ANY ACTION.** You will automatically be included in the Class Settlement and will receive the Participating Class Member Settlement Payment as detailed below. If you move, make sure you contact the Settlement Administrator at the following address or phone number:

THE BIG COMPANY, INC. SETTLEMENT ADMINISTRATOR

[INSERT ADDRESS AND PHONE NUMBER]

YOUR ESTIMATED PARTICIPATING CLASS MEMBER PAYMENT IS \$_____. This amount is based on the number of workweeks during which you worked during the Class Period, based on the best information available, which is _____ workweeks. The settlement amount is just an estimate of your individual class settlement payment ("Participating Class Member Payment"). The exact Participating Class Member Payment allocated to you will not be determined until the class notice process is completed and the Court grants final approval of the Settlement.

If you believe the number of workweeks stated above is incorrect and you wish to challenge it, you must send the enclosed dispute form to the Settlement Administrator, stating what you believe is the correct number of workweeks, and providing any documents or other back-up you have for what you believe is the correct number. This form must be postmarked no later than **[date]**. You must also provide your name and telephone number. Defendants will have the right to respond to any challenge by a Class Member. The Settlement Administrator will resolve the challenge and make a final and binding determination without hearing or right of appeal. The Settlement Administrator's determination will be subject to review by the Court at the time of the final approval hearing. If you want confirmation that your correspondence has been received by the Settlement Administrator, you may send your letter by certified U.S. Mail with a return receipt request.

If you choose to participate in the Class Settlement, you will be bound by all the terms set forth in the Class Settlement, including a full release of claims for the matters being settled in the Action.

2. OPTION 2: Opt Out of the Class and Receive Nothing Under the Class Settlement

If you do not want to receive a payment from the Class Settlement, you can request exclusion from the Class (i.e., "opt out"). You can opt out of the Class by completing the Opt-Out Form included with this notice and sending it to the Settlement Administrator at the above-stated address, such that it is **postmarked** no later than **[date]**. This Opt-Out Form must be **signed** by you.

If you opt out of the Class, you will no longer be a member of the Class, you will be barred from participating in this Class Settlement, and you will not receive a Participating Class Member Payment. By opting out of the Class, you will retain whatever individual rights or claims you may have, if any, against Defendant, and you will be free to pursue them on an individual basis, if you choose to do so. Notwithstanding, all Aggrieved Employees will be issued payment of their PAGA Aggrieved Employee Payment regardless of whether they opt out of the Class Settlement, in which case you would still be bound by the PAGA portion of the Settlement.

3. OPTION 3: Object to the Settlement

If you are a Class Member who does not opt out of the Class Settlement, you may object to the Class Settlement, personally or through an attorney, by submitting your objection to the Settlement Administrator

(), at the address set forth above. All written objections must be signed and must contain your address, telephone number and a reference to the case name and number. All objections must be sent to the Settlement Administrator at the above-stated address, such that it is **postmarked** no later than [date]. Your written objection should clearly explain why you object to the Class Settlement and must state whether you (or someone on your behalf) intend to appear at the final fairness hearing on . Your failure to timely submit your objection to the Settlement Administrator may preclude your objection from being heard at the final fairness hearing. If you object to the Class Settlement and if the Court approves the Class Settlement as set forth in the Settlement Agreement, you will be bound by the terms of the Class Settlement in the same way as a Class Member who does not object.

D. SUMMARY OF TERMS OF SETTLEMENT

The principal terms of the Settlement reached between Plaintiff and Defendant are summarized below.

1. Settlement Terms

The Settlement provides that (a) Defendant will pay \$575,000 (the “Gross Settlement Amount”) to resolve all claims asserted in the Action, an enhancement award, settlement administration costs, the PAGA Amount, and Class Counsel’s attorneys’ fees and costs, as described more fully below; and (b) Defendant will stipulate to the certification of the Class for settlement purposes only, conditioned upon the Court granting final approval of the Settlement.

- Attorneys’ Fees and Costs. Class Counsel will apply to the Court for an award of attorneys’ fees of no more than \$191,666.66, which is approximately 33⅓% of the Gross Settlement Amount. In addition, Class Counsel will seek reimbursement of actual costs of no more than \$25,000, as well as settlement administration costs of \$7,500. The attorneys’ fees and costs will be paid out of the Gross Settlement Amount.
- Class Representative Enhancement Award. Plaintiff will request an enhancement award of \$7,500. The enhancement award will be paid out of the Gross Settlement Amount.
- PAGA Payment. Plaintiff will request a payment pursuant to the Private Attorneys General Act (“PAGA”) of \$30,000, of which 75% (or \$22,500) will be paid to the Labor & Development Workforce Agency, and 25% (or \$7,500) will be paid to Aggrieved Employees, as defined by the Settlement Agreement. This PAGA payment will be paid out of the Gross Settlement Amount.
- Payments To Participating Class Members. After the deductions from the Gross Settlement Amount, the remaining amount of approximately \$313,333.34 will remain to be distributed to Participating Class Members on a *pro rata* basis based on each Class Member’s workweeks during which the Class Member worked during the Class Period.
- Payments To Aggrieved Employees. In addition to the *pro rata* portion of the approximately \$313,333.34 payable to Participating Class Members discussed above, Aggrieved Employees will receive a *pro rata* portion of \$7,500 (the “PAGA Payment”), based on the formula set forth above, limited to workweeks worked

during the PAGA Period. The PAGA Payment represents penalties under the Labor Code Private Attorneys General Act. Class Members who opt out of the Settlement and are Aggrieved Employees will still receive their portion of the PAGA Payment.

Settlement Payment To You: Section C of this Notice includes the estimated amount that you are entitled to receive under the Class Settlement. The individual settlement payments to Class Members will vary based on a number of factors, including the number of Class Members who participate. The Settlement Payment will be mailed to you within approximately 90 days of the Court's Order granting final approval of the Class Settlement. If you change your address, please notify the Settlement Administrator.

Taxes: For purposes of this Settlement, Participating Class Member Payments shall be reported as follows: (i) 10% of the amount distributed to each Participating Class Member will be considered wages, and will be reported as such to each Participating Class Member on a W-2 Form; (ii) 45% of the amount distributed to each Participating Class Member will be considered interest on the unpaid wages, and will be reported as such to each Participating Class Member on an IRS Form 1099; and (iii) 45% of the amount distributed to each Participating Class Member will be considered statutory penalties, and will be reported as such to each Participating Class Member on an IRS Form 1099. The PAGA Payments distributed to each Aggrieved Employee will be considered penalties and will be reported on an IRS Form 1099. Prior to mailing your Individual Settlement Payment, the Settlement Administrator will calculate and deduct from your Individual Settlement Payment an amount necessary to pay the required withholdings and taxes, including all payroll taxes. The Settlement Administrator will remit that money to the appropriate governmental agencies. The Settlement Administrator will also issue you appropriate tax forms, including an IRS Form 1099 and W-2 Form. Class Members should consult their tax advisors concerning the tax consequences of the payments they receive under the Settlement.

2. Release

The Settlement provides that each Class Member who does not opt out of the Settlement fully releases and discharges Defendants and the Released Parties (as defined in the Settlement Agreement) from any and all claims, known or unknown, contingent or accrued, against Defendants and the Released Parties that (a) arise from the facts, matters, transactions or occurrences alleged in the Action or that could have been alleged in the Action based on such facts; or (b) arise from the facts, matters, transactions or occurrences alleged, or that could have been alleged, in the letter sent by Class Counsel to LWDA on or about March 23, 2020, asserting that Defendant violated various provisions of the Labor Code. Without limiting the foregoing, and in addition to the foregoing, the Settled Claims include claims for failure to pay the minimum wage; failure to pay regular wages; failure to pay overtime compensation and other premium wages; off-the-clock work; failure to provide and maintain complete and accurate itemized wage statements that included all information required by the California Labor Code; failure to provide meal periods and rest breaks or additional pay in lieu thereof; untimely payment of wages; violations of California Labor Code §§ 201, 202, 203, 204, 210, 218.5, 218.6, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1191; related violations of the applicable California Wage Orders; violations of all related or corresponding federal laws; violation of California Business and Professions Code Section 17200 *et seq.*; and claims under California Labor Code Section 2698 *et seq.*

A complete statement of the release of claims is contained in the Settlement Agreement and is binding on all Class Members who do not opt out of the Class Settlement. A copy of the Settlement Agreement may be obtained from the Settlement Administrator.

3. Conditions Of The Settlement

The Settlement is conditioned upon the Court entering an Order at or following the final fairness hearing approving the Settlement as fair, reasonable, and adequate and in the best interests of the Class.

4. No Admission Of Liability

Defendant does not admit any wrongdoing or liability, and specifically denies any liability or wrongdoing. The Settlement reflects a compromise of disputed claims and does not mean that Defendant violated any state wage requirements or is liable for any of the allegations made by Plaintiff.

E. FAIRNESS HEARING ON PROPOSED SETTLEMENT

You are not required to attend the final fairness hearing or file an objection, although you may do both. The final fairness hearing on the fairness and adequacy of the Settlement, the plan of distribution, costs of administration, the enhancement award to Plaintiff, and Class Counsel's request for attorneys' fees and costs will be held on [REDACTED], 2021 at 9:00 a.m., in Department S26 of the San Bernardino County Superior Court, located at San Bernardino County Superior Court, 247 West Third Street, San Bernardino, CA 92415. The final fairness hearing may be continued to another date without further notice. If you plan to attend the final fairness hearing, you may contact Class Counsel to confirm the date and time.

Any Class Member who does not object in the manner provided above shall be deemed to have approved the Settlement and to have waived any objections, and shall be forever foreclosed from objecting to the fairness or adequacy of the proposed Settlement, the plan of distribution, the payment of attorneys' fees and costs, the administration process, the enhancement award to Named Plaintiff, or any other aspect of the Settlement. If the Settlement is not approved, the Action will continue to be prepared for class certification, trial, or other judicial resolution.

F. ADDITIONAL INFORMATION

This Notice only summarizes the Action and the Settlement. For the precise terms and conditions of the settlement, you may review the detailed "Settlement Agreement and Stipulation to Resolve Class Action and PAGA Claims" which is available for viewing online on the following website:

URL: [Insert website provided by Settlement Administrator]

The pleadings and other records in the lawsuit are also available on the website.

For more information, you may also inspect the Court files at the San Bernardino County Superior Court, located at San Bernardino County Superior Court, 247 West Third Street, San Bernardino, CA 92415, from 8:00 a.m. to 4:00 p.m., Monday through Friday or you can view the case records online at the court's website: <https://www.sb-court.org/divisions/civil-general-information/court-case-information-and-document-sales>. Any questions regarding this Class Notice or the Action may be directed to the Settlement Administrator at the above address and telephone number. Alternatively, you may contact your own attorney, at your own expense, to advise you, or you may contact Class Counsel at the address and telephone number set forth above. If your address changes or is different from the address on the envelope enclosing this Notice, please promptly notify the Settlement Administrator.

PLEASE DO NOT CALL OR WRITE THE COURT ABOUT THIS NOTICE.

Victor Perez v. The BIG Company, Inc. dba CAPO Fireside
San Bernardino County Superior Court, Case No. CIVDS 2009691

OPT-OUT FORM

MAIL OR FAX TO:

c/o [Administrator]
P.O. Box *****
*****, CA *****
Fax: (***) ***-****

IF YOU WISH TO PARTICIPATE IN THE CLASS SETTLEMENT AND RECEIVE THE CLASS MEMBER PAYMENT SPECIFIED IN THE CLASS NOTICE THAT YOU RECEIVED, **DO NOT** FILL OUT THIS FORM.

COMPLETE THIS FORM **ONLY IF** YOU WISH TO EXCLUDE YOURSELF FROM THE CLASS SETTLEMENT. IF YOU EXCLUDE YOURSELF, YOU **WILL NOT** RECEIVE THE CLASS MEMBER PAYMENT SPECIFIED IN THE CLASS NOTICE.

I request to be excluded from the Class Settlement in the matter of *Victor Perez v. The BIG Company, Inc. dba CAPO Fireside*, San Bernardino County Superior Court, Case No. CIVDS 2009691. I understand that, by submitting this Opt-Out Form, I will no longer be eligible for the Class Member Payment specified in the Class Notice that I received.

Sign your name here

Date

Print your name here

IF YOU WISH TO BE EXCLUDED FROM THE CLASS SETTLEMENT, YOU MUST MAIL OR FAX THIS OPT-OUT FORM BY _____, 2021 TO THE FOLLOWING ADDRESS OR FAX:

c/o [Administrator]
P.O. Box *****
*****, CA *****
Fax: (***) ***-****

[BAR CODE OR CLASS MEMBER ID WILL BE INCLUDED HERE]

*Victor Perez v. The BIG Company, Inc. dba CAPO Fireside
San Bernardino County Superior Court, Case No. CIVDS 2009691*

DISPUTE FORM

||||||| Claim #: CAW-«Claim»-«CD»-«Seq» «MailRec»
«First1» «Last1»
«c/o»
«Address1» «Address2»
«City», «ST» «Zip» «Country»

Name/Address Changes (if any):

First Name	Last Name
Address	
City	State Zip

Email address: _____

If your name or address is different from those shown above, print corrections on the lines to the right.

Your estimated Class Member Payment (shown below) is based on your workweeks worked during the Class Period. Your estimated Class Member Payment is a proportion of the total number of workweeks worked by all Class Members.

Class Period:	Covered Period Start Date – Covered Period End Date
Workweeks	«Workweeks»
Estimated Class Member Payment:	«Estimated Amount»

Your actual Class Member Payment may be higher or lower based on the number of Class Members who opt-out, the Court's rulings related to fees, costs, incentive payment, and other factors. Unless you believe that any information above is inaccurate, you do not need to do anything to receive your settlement amount.

DO NOT fill out the portion below or return this form *UNLESS* you believe any of the information above is not accurate or your address is incorrect. If you would like to dispute the above information, please sign and date the below, and mail it to the Settlement Administrator along with supporting evidence or information on or before **Response Date**.

OPTION TO DISPUTE

☐ I wish to dispute the workweeks worked data above. I believe that I worked _____ workweeks for The BIG Company, Inc. dba CAPO Fireside ("CAPO") as a non-exempt employee in California during the Class Period. I have enclosed documentation substantiating my dispute. **I recognize that my dispute will not be reviewed without documentary evidence to support my dispute.** I understand that by submitting this dispute, the Settlement Administrator will review CAPO's records and make a determination based on those records and the records I submit, and that this determinations will be final and binding.

_____ Sign your name here	_____ Date
_____ Print your name here	_____ Telephone Number

YOU MUST MAIL OR FAX THIS DISPUTE FORM BY _____, 2021 TO THE FOLLOWING ADDRESS OR FAX:

c/o [Administrator]
P.O. Box *****
*****, CA *****
Fax: (***) ***-****

If you want confirmation that your correspondence has been received by the Settlement Administrator, you may send your letter by certified U.S. Mail with a return receipt request.

EXHIBIT 2

Wilshire Law Firm, PLC
Transaction Detail by Account
All Transactions

1/17/2022

Accrual Basis

<u>Type</u>	<u>Date</u>	<u>Num</u>	<u>Memo</u>	<u>Amount</u>	<u>Balance</u>
COS					
Expert Fees					
	12/15/2020	68585	Mediation Fee	9,000.00	9,000.00
	6/30/2021	4358	Expert Fees	6,262.50	6,262.50
	6/30/2021	12111491	Expert Fees	<u>159.50</u>	<u>159.50</u>
Total Expert Fees				15,422.00	15,422.00
Legal Expenses					
	5/21/2019	0074	Legal Research	350.00	350.00
	3/23/2020	63763	PAGA Fee	75.00	75.00
	6/4/2021		Legal Research	109.59	109.59
	7/1/2021		Court Call	94.00	94.00
	9/23/2021		Court Call	94.00	94.00
	9/25/2021		Doc Retrieval SDSC	<u>3.00</u>	<u>3.00</u>
Total Legal Expenses				725.59	725.59
Process Service Fees					
	4/3/2020	28233	Attorney Services	1,717.00	1,717.00
	6/26/2020	29557	Attorney Services	149.40	149.40
	7/2/2020	29541	Attorney Services	133.00	133.00
	7/21/2020	29571	Attorney Services	85.00	85.00
	9/4/2020	30670	Attorney Services	149.95	149.95
	9/15/2020	30710	Attorney Services	290.00	290.00
	10/5/2020	30951	Attorney Services	125.00	125.00
	2/5/2021	33892	Attorney Services	149.95	149.95
	7/6/2021	37854	Attorney Services	125.00	125.00
	9/8/2021	39795	Attorney Services	264.00	264.00
	9/23/2021	34375	Attorney Services	125.00	125.00
	12/24/2021	40554	Attorney Services	<u>125.00</u>	<u>125.00</u>
Total Process Service Fees				3,438.30	3,438.30
Other Costs					
	5/20/2021		Lunch during mediation	236.96	236.96
	9/22/2021		Lunch during mediation	<u>190.96</u>	<u>190.96</u>
Total Other Costs				427.92	427.92
TOTAL				<u>20,013.81</u>	<u>20,013.81</u>

EXHIBIT 3

CONFIDENTIAL and WORK PRODUCT - JUSTIN F. MARQUEZ TIMESHEETS

Date:	Hours:	Task	Case	Atty	Case total:
03/16/20	0.3	Review intake	Big Co.	JFM	0.3
03/16/20	0.2	E-mails re client's questions.	Big Co.	JFM	0.5
03/16/20	1.0	Review client's documents and information.	Big Co.	JFM	1.5
03/18/20	0.1	E-mail from Min Jee Kim ("MJK") re drafting complaint.	Big Co.	JFM	1.6
03/20/20	0.6	Review and revise draft complaint from MJK.	Big Co.	JFM	2.2
03/20/20	0.2	E-mail CK edits re draft complaint and doing PAGA letter.	Big Co.	JFM	2.4
03/20/20	0.3	Review revised complaint and case initiating documents; e-mail MJK re same.	Big Co.	JFM	2.7
03/20/20	0.2	E-mails re finalizing PAGA letter.	Big Co.	JFM	2.9
03/23/20	0.2	E-mails re filing complaint.	Big Co.	JFM	3.1
03/23/20	0.2	E-mails re PAGA letter	Big Co.	JFM	3.3
04/02/20	0.3	E-mails re filing complaint.	Big Co.	JFM	3.6
06/24/20	0.3	E-mails re amending complaint.	Big Co.	JFM	3.9
07/02/20	0.1	E-mail from opposing counsel ("OC") re notice of representation.	Big Co.	JFM	4.0
07/02/20	0.4	Research OC.	Big Co.	JFM	4.4
07/24/20	0.3	E-mails re notice of appearance.	Big Co.	JFM	4.7
08/03/20	0.2	E-mails re electronic service.	Big Co.	JFM	4.9
08/18/20	0.3	E-mails re meet and confer call with OC	Big Co.	JFM	5.2
08/18/20	0.2	Confer with Nicol Hajjar ("NH") re meet and confer call with OC.	Big Co.	JFM	5.4
08/19/20	0.1	E-mails re scheduling meet and confer call.	Big Co.	JFM	5.5
08/20/20	0.3	E-mails with NH re result of meet and confer call with OC.	Big Co.	JFM	5.8
08/21/20	0.8	E-mails re scheduling mediation.	Big Co.	JFM	6.6
08/24/20	0.4	E-mails re joint stipulation to continue CMC	Big Co.	JFM	7.0
08/24/20	0.6	E-mails re mediation	Big Co.	JFM	7.6
08/24/20	0.3	E-mails re joint statement.	Big Co.	JFM	7.9
08/24/20	0.2	E-mails re finalizing mediation date.	Big Co.	JFM	8.1
08/25/20	0.3	E-mails re finalizing joint statement.	Big Co.	JFM	8.4
08/26/20	0.2	E-mails re stipulation.	Big Co.	JFM	8.6
08/28/20	0.1	E-mails re continued CMC.	Big Co.	JFM	8.7
09/04/20	0.1	E-mails re order to continue CMC.	Big Co.	JFM	8.8
11/03/20	0.2	E-mails re mediation.	Big Co.	JFM	9.0
11/09/20	0.2	E-mails with OC re mediation.	Big Co.	JFM	9.2
11/09/20	0.2	E-mail with NH re documents for mediation and recheduling mediation.	Big Co.	JFM	9.4
11/11/20	0.2	E-mail re mediation data.	Big Co.	JFM	9.6
11/17/20	0.2	E-mail with mediator.	Big Co.	JFM	9.8
11/18/20	0.3	E-mails re rescheduling mediation.	Big Co.	JFM	10.1
11/20/20	0.2	E-mails re scheduling a meet and confer call with OC.	Big Co.	JFM	10.3
11/23/20	0.2	E-mails re mediation.	Big Co.	JFM	10.5
11/24/20	0.1	E-mail re mediation.	Big Co.	JFM	10.6
11/25/20	0.2	E-mails with NH re rescheduling mediation.	Big Co.	JFM	10.8
11/30/20	0.2	E-mails with OC re rescheduling mediation.	Big Co.	JFM	11.0
12/01/20	0.5	E-mails re rescheduling mediation.	Big Co.	JFM	11.5
12/03/20	0.1	E-mails with OC re rescheduling mediation.	Big Co.	JFM	11.6
12/03/20	0.5	E-mails re rescheduling mediation.	Big Co.	JFM	12.1
12/03/20	0.2	E-mail re mediation data.	Big Co.	JFM	12.3
12/11/20	0.1	E-mail re mediation.	Big Co.	JFM	12.4
12/14/20	0.1	E-mails re mediation.	Big Co.	JFM	12.5
12/15/20	0.1	E-mail with mediator.	Big Co.	JFM	12.6
01/08/21	0.5	E-mails re mediation data.	Big Co.	JFM	13.1
01/21/21	0.1	E-mails re CMC statement.	Big Co.	JFM	13.2
01/22/21	0.3	E-mails with OC re CMC statement.	Big Co.	JFM	13.5
01/25/21	0.3	E-mails re stipulation.	Big Co.	JFM	13.8
01/29/21	0.2	E-mails re stipulation.	Big Co.	JFM	14.0
02/04/21	0.2	E-mails re mediation.	Big Co.	JFM	14.2
03/03/21	0.2	Confer with NH re mediation data.	Big Co.	JFM	14.4
03/03/21	0.2	E-mail with OC re mediation data.	Big Co.	JFM	14.6
03/05/21	0.5	E-mails with OC re mediation data.	Big Co.	JFM	15.1
03/17/21	0.2	E-mails with OC re mediation data.	Big Co.	JFM	15.3
04/02/21	0.2	E-mails with NH re mediation data.	Big Co.	JFM	15.5
04/20/21	0.5	E-mails re confidentiality agreement.	Big Co.	JFM	16.0
04/20/21	4.3	Review documents produced for mediation.	Big Co.	JFM	20.3
04/21/21	3.2	Continue reviewing and analyzing documents produced for mediation.	Big Co.	JFM	23.5
04/26/21	0.2	E-mails with expert re mediation data.	Big Co.	JFM	23.7
04/26/21	0.5	E-mails with OC re class data.	Big Co.	JFM	24.2
04/28/21	0.2	E-mails with NH re expert	Big Co.	JFM	24.4

04/29/21	0.3	E-mails with Rachel Vinson ("RV") re expert	Big Co.	JFM	24.7
04/29/21	0.2	E-mails with NH re mediation.	Big Co.	JFM	24.9
04/30/21	0.2	E-mails with expert re mediation.	Big Co.	JFM	25.1
05/12/21	0.8	E-mails with expert re mediation data.	Big Co.	JFM	25.9
05/12/21	0.3	Confer with NH re mediation.	Big Co.	JFM	26.2
05/12/21	0.3	E-mails re mediation brief.	Big Co.	JFM	26.5
05/14/21	0.4	E-mails with expert re mediation data.	Big Co.	JFM	26.9
05/14/21	0.3	Review expert's report.	Big Co.	JFM	27.2
05/17/21	0.3	E-mail expert re report	Big Co.	JFM	27.5
05/17/21	0.6	E-mails with NH and RV re mediation brief.	Big Co.	JFM	28.1
05/17/21	7.0	Review and edit mediation brief.	Big Co.	JFM	35.1
05/18/21	3.5	Finalize edits to mediation brief and e-mail RV re same.	Big Co.	JFM	38.6
05/18/21	0.5	E-mails re finalizing mediation brief.	Big Co.	JFM	39.1
05/19/21	1.0	Draft report to Bobby Saadian ("BS") re mediation strategy.	Big Co.	JFM	40.1
05/19/21	0.3	Confer with BS re mediation strategy.	Big Co.	JFM	40.4
05/19/21	3.0	Review file to prepare for mediation.	Big Co.	JFM	43.4
05/20/21	8.5	Mediation.	Big Co.	JFM	51.9
05/20/21	0.2	Confer with BS re mediaiton.	Big Co.	JFM	52.1
05/24/21	0.2	E-mail mediator.	Big Co.	JFM	52.3
05/25/21	0.2	Review MOU; e-mail RV re same.	Big Co.	JFM	52.5
05/25/21	0.2	E-mail BS re settlement.	Big Co.	JFM	52.7
05/25/21	0.3	E-mail administrators re quotes.	Big Co.	JFM	53.0
06/01/21	0.1	Read and respond to e-mail from OC re settlement agreement.	Big Co.	JFM	53.1
06/15/21	0.3	E-mails with OC re settlement agreement.	Big Co.	JFM	53.4
06/16/21	0.2	E-mails re preliminary approval.	Big Co.	JFM	53.6
06/16/21	0.2	E-mails re joint statement.	Big Co.	JFM	53.8
06/21/21	0.1	E-mails re joint statement.	Big Co.	JFM	53.9
06/22/21	0.2	E-mails re finalizing joint statement.	Big Co.	JFM	54.1
06/30/21	0.2	E-mails re settlement agreement.	Big Co.	JFM	54.3
07/16/21	0.2	E-mails with OC re settlement agreement.	Big Co.	JFM	54.5
07/27/21	0.2	E-mails with OC re settlement agreement.	Big Co.	JFM	54.7
08/16/21	0.2	E-mails with OC re settlement agreement.	Big Co.	JFM	54.9
08/19/21	1.0	Review draft settlement agreement and related documents; e-mail OC edits re same.	Big Co.	JFM	55.9
08/19/21	0.2	E-mails with administrators re quotes.	Big Co.	JFM	56.1
08/23/21	0.2	E-mail with OC re edits to settlement agreement.	Big Co.	JFM	56.3
08/23/21	0.2	E-mails with OC re finalizing settlement agreement.	Big Co.	JFM	56.5
08/24/21	4.0	Review and revise motion for preliminary approval and related documents; e-mail RV re same.	Big Co.	JFM	60.5
08/24/21	0.3	E-mails with RV re preliminary approval deadlines.	Big Co.	JFM	60.8
08/24/21	0.5	E-mails with RV re finalizing motion for preliminary approval.	Big Co.	JFM	61.3
08/24/21	0.2	E-mail OC re settlement agreement.	Big Co.	JFM	61.5
08/27/21	0.5	Review OC's edits to preliminary approval; e-mail OC re same.	Big Co.	JFM	62.0
08/27/21	0.3	E-mails re finalizing motion for preliminary approval.	Big Co.	JFM	62.3
08/30/21	0.5	E-mails re filing motion for preliminary approval.	Big Co.	JFM	62.8
09/22/21	1.5	Review tentative ruling; draft response to tentative ruling.	Big Co.	JFM	64.3
09/22/21	0.3	E-mails with OC re tentative ruling.	Big Co.	JFM	64.6
09/22/21	0.5	Hearing on motion for preliminary approval.	Big Co.	JFM	65.1
09/22/01	0.3	Revise proposed order; e-mail clerk re same.	Big Co.	JFM	65.4
09/24/21	0.2	E-mail MJK re contacting administrator to initiate case.	Big Co.	JFM	65.6
09/27/21	0.1	E-mails re order granting preliminary approval.	Big Co.	JFM	65.7
10/20/21	0.2	E-mails with administrator.	Big Co.	JFM	65.9
10/29/21	0.1	Review administrator's report.	Big Co.	JFM	66.0
11/05/21	0.1	Review administrator's report.	Big Co.	JFM	66.1
11/12/21	0.1	Review administrator's report.	Big Co.	JFM	66.2
11/24/21	0.1	Review administrator's report.	Big Co.	JFM	66.3
12/03/21	0.1	Review administrator's report.	Big Co.	JFM	66.4
12/10/21	0.1	Review administrator's report.	Big Co.	JFM	66.5
12/17/21	0.1	Review administrator's report.	Big Co.	JFM	66.6
12/23/21	0.1	Review administrator's report.	Big Co.	JFM	66.7
12/27/21	0.2	Review administrator's declaration; e-mail administrator re same.	Big Co.	JFM	66.9
01/19/22	0.2	E-mail MJK re final approval.	Big Co.	JFM	67.1
01/19/22	0.1	E-mail RV re final approval.	Big Co.	JFM	67.2

CONFIDENTIAL and WORK PRODUCT - NICOL E. HAJJAR TIMESHEET

Date:	0.1	Description	Case	Atty	Case total:
05/19/19	2	review case, intake and claims	The Big Company	NH	2.0
10/14/19	1.5	review and meet with Corey Kniss ("CK") re; complaint	The Big Company	NH	3.5
11/22/19	0.3	emails with Justin Marquez ("JM") and CK re; complaint	The Big Company	NH	3.8
12/02/19	0.7	meeting with CK re; claims and complaint and emails with CK and JM	The Big Company	NH	4.5
12/02/19	0.1	emails with JM and Min Jee ("MJ") re; f/u request letter for timekeeping	The Big Company	NH	4.6
12/03/19	0.1	emails re; f/u request letter	The Big Company	NH	4.7
12/04/19	0.1	emails re; finalized request letter	The Big Company	NH	4.8
12/09/19	0.1	MJ emails re; request letter	The Big Company	NH	4.9
03/20/20	0.5	complaint and paga final review	The Big Company	NH	5.4
03/23/20	0.2	emails re; filing complaint and PAGA letter	The Big Company	NH	5.6
04/02/20	0.1	emails re; complaint filing	The Big Company	NH	5.7
05/28/20	0.1	f/u re; complaint filing	The Big Company	NH	5.8
06/24/20	1.2	review of FAC and emails	The Big Company	NH	7.0
07/02/20	0.1	e-mail from OC re; notice of representation.	The Big Company	NH	7.1
07/07/20	0.2	emails re; propounding discovery	The Big Company	NH	7.3
08/18/20	0.2	emails re; meet and confer call	The Big Company	NH	7.5
08/20/20	0.7	meet and confer call w/ OC and email with team re; class size and mediation	The Big Company	NH	8.2
08/21/20	0.4	review of joint stip and review of proposed mediators and emails w/OC re; mediator	The Big Company	NH	8.6
08/24/20	0.6	emails re; mediation	The Big Company	NH	9.2
08/24/20	0.3	emails re; joint statement	The Big Company	NH	9.5
08/24/20	0.2	emails re; finalizing mediation	The Big Company	NH	9.7
08/25/20	0.2	emails re; finalizing joint statement	The Big Company	NH	9.9
08/26/20	0.2	emails re; stipulation	The Big Company	NH	10.1
08/28/20	0.2	emails re; continued CMC	The Big Company	NH	10.3
09/04/20	0.2	emails re; order to continue CMC	The Big Company	NH	10.5
11/03/20	0.2	emails re; mediation	The Big Company	NH	10.7
11/09/20	0.2	emails w/ OC re; mediation	The Big Company	NH	10.9
11/09/20	0.2	emails with JM and Rachel Vinson ("RV") re; doc request for mediation	The Big Company	NH	11.1
11/11/20	0.3	emails re; mediation data	The Big Company	NH	11.4
11/18/20	0.1	emails re; rescheduling mediation	The Big Company	NH	11.5
11/20/20	0.2	emails re; meet and confer with OC	The Big Company	NH	11.7
11/23/20	0.1	emails re; mediation	The Big Company	NH	11.8
11/24/20	0.1	emails re; mediation	The Big Company	NH	11.9
11/25/20	0.1	emails re; mediation	The Big Company	NH	12.0
11/30/20	0.2	emails w/ OC re; mediation	The Big Company	NH	12.2
12/01/20	0.5	emails re; mediation	The Big Company	NH	12.7
12/03/20	0.1	emails w/ OC re; mediation	The Big Company	NH	12.8
12/03/20	0.1	emails re; mediation	The Big Company	NH	12.9
12/03/20	0.2	emails re; mediation data	The Big Company	NH	13.1
12/11/20	0.1	emails re; mediation	The Big Company	NH	13.2
12/14/20	0.1	emails re; mediation	The Big Company	NH	13.3
01/08/21	0.5	emails re; mediation data	The Big Company	NH	13.8
01/21/21	0.1	emails re; CMC statement	The Big Company	NH	13.9
01/22/21	0.3	emails w/ OC re; CMC	The Big Company	NH	14.2
01/25/21	0.1	emails re; stipulation	The Big Company	NH	14.3
01/29/21	0.1	emails re; stipulation	The Big Company	NH	14.4
02/04/21	0.1	emails re; mediation	The Big Company	NH	14.5
03/03/21	0.2	discussion with JM re; mediation data	The Big Company	NH	14.7
03/03/21	0.2	emails re; mediation data	The Big Company	NH	14.9
03/05/21	0.2	emails re; mediation data	The Big Company	NH	15.1
03/17/21	0.2	emails re; mediation data	The Big Company	NH	15.3
04/02/21	0.2	emails with JM re; mediation data	The Big Company	NH	15.5
04/20/21	4.5	review docs produced by defendant for mediation	The Big Company	NH	20.0
04/26/21	0.2	emails with expert re; mediation data	The Big Company	NH	20.2
04/26/21	0.5	emails re; mediation data	The Big Company	NH	20.7
04/28/21	0.2	emails with JM re; mediation data	The Big Company	NH	20.9
04/29/21	0.2	emails with JM re; mediation data	The Big Company	NH	21.1
05/12/21	0.3	discussion with JM re; mediation	The Big Company	NH	21.4
05/14/21	0.7	review expert's report	The Big Company	NH	22.1
05/17/21	3.2	mediation brief review	The Big Company	NH	25.3
05/18/21	0.5	emails re; finalizing mediation brief	The Big Company	NH	25.8
05/19/21	4.7	prepare for mediation	The Big Company	NH	30.5
05/20/21	8.5	mediation	The Big Company	NH	39.0
06/01/21	0.1	emails w/ OC re; settlement agreement	The Big Company	NH	39.1
06/15/21	0.1	emails w/ OC re; settlement agreement	The Big Company	NH	39.2
06/16/21	0.2	emails re; preliminary approval	The Big Company	NH	39.4

06/16/21	0.1	emails re; joint statement	The Big Company	NH	39.5
06/21/21	0.1	emails re; joint statement	The Big Company	NH	39.6
06/22/21	0.1	emails re; joint statement	The Big Company	NH	39.7
06/30/21	0.2	emails re; settlement agreement	The Big Company	NH	39.9
08/24/21	1.5	review of preliminary approval motion	The Big Company	NH	41.4
08/27/21	0.3	emails re; preliminary approval motion	The Big Company	NH	41.7
09/27/21	0.2	emails re; order granting preliminary approval	The Big Company	NH	41.9
01/19/22	0.2	emails re; final approval	The Big Company	NH	42.1
01/20/22	1.5	review final approval motion	The Big Company	NH	43.6

CONFIDENTIAL and WORK PRODUCT - RACHEL J. VINSON TIMESHEETS

Date:	Hours:	Task Code	Description	Case	Atty	Case total:
06/01/20	0.6	L210	Review PAGA notice letter, Draft FAC, make edits	The Big Company, Inc. dba Capo Fireside	RJV	0.6
08/20/20	0.5	L190	Call with opposing counsel regarding mediation, class size, stipulation to continue hearing, review correspondence with opposing counsel, review proposed mediators	The Big Company, Inc. dba Capo Fireside	RJV	1.1
08/21/20	0.9	L200	Draft joint stipulation to continue hearing	The Big Company, Inc. dba Capo Fireside	RJV	2.0
08/21/20	0.6	L190	Request mediator availability, check calendar and discuss with team and propose to opposing counsel, send joint stipulation to opposing counsel	The Big Company, Inc. dba Capo Fireside	RJV	2.6
08/24/20	1.3	L200	Draft initial case management statement, finalize stip, call with OPC re CMS, arrange mediation date	The Big Company, Inc. dba Capo Fireside	RJV	3.9
08/25/20	0.4	L190	Follow up on stipulation signed by court, correspond with expert regarding damages analysis and provide documents	The Big Company, Inc. dba Capo Fireside	RJV	4.3
09/04/20	0.3	L200	Review notice and edit	The Big Company, Inc. dba Capo Fireside	RJV	4.6
09/16/20	0.2	L190	Request cost breakdown from accounting	The Big Company, Inc. dba Capo Fireside	RJV	4.8
11/09/20	0.2	L190	Review correspondence from opposing counsel, forward to calendar	The Big Company, Inc. dba Capo Fireside	RJV	5.0
11/11/20	0.7	L160	Draft informal discovery wish list	The Big Company, Inc. dba Capo Fireside	RJV	5.7
12/11/20	0.1	L190	review mediation correspondence and check on mediaiton date	The Big Company, Inc. dba Capo Fireside	RJV	5.8
12/14/20	0.1	L190	review mediation correspondence and check on mediaiton date	The Big Company, Inc. dba Capo Fireside	RJV	5.9
12/17/20	0.2	L190	Review correspondence with opposing counsel, have Min Jee calendar a follow up re informal discovery	The Big Company, Inc. dba Capo Fireside	RJV	6.1
12/30/20	0.1	L190	Follow up with opposing counsel regarding document production	The Big Company, Inc. dba Capo Fireside	RJV	6.2
01/21/21	0.4	L200	Draft joint stipulation to continue case management conference and propose to opposing counsel	The Big Company, Inc. dba Capo Fireside	RJV	6.6
01/22/21	0.1	L190	Follow up with opposing counsel regarding continuin case management conference	The Big Company, Inc. dba Capo Fireside	RJV	6.7
01/25/21	0.2	L200	Review stipulation for filing	The Big Company, Inc. dba Capo Fireside	RJV	6.9
02/10/21	0.1	L200	Review draft noticeand edit for filing	The Big Company, Inc. dba Capo Fireside	RJV	7.0
04/26/21	1.2	L190	Review case documents from opposing counsel and forward onto expert for damages analysis, follow up on informal discovery list, discuss approach to damages analysis, arrange time for call with expert	The Big Company, Inc. dba Capo Fireside	RJV	8.2
04/29/21	0.2	L190	Discuss how to proceed with damages analysis	The Big Company, Inc. dba Capo Fireside	RJV	8.4
05/10/21	0.1	L190	Follow up with expert regarding status of damage analysis	The Big Company, Inc. dba Capo Fireside	RJV	8.5
05/12/21	1.5	L190	Draft questions to ask client via translator, follow up with mediator regarding how to proceed with analysis, discuss client call with team	The Big Company, Inc. dba Capo Fireside	RJV	10.0
05/14/21	2.4	L160	Draft mediation brief	The Big Company, Inc. dba Capo Fireside	RJV	12.4
05/14/21	0.2	L190	Follow up with mediator regarding damage analysis and discuss status with team	The Big Company, Inc. dba Capo Fireside	RJV	12.6
05/17/21	3.5	L160	Draft mediation brief, Review and incorporate damage analysis, review edits and make necessary changes to mediaiton brief	The Big Company, Inc. dba Capo Fireside	RJV	16.1
05/18/21	2.9	L160	Edit mediaiton brief, review documents to add examples to exhibits	The Big Company, Inc. dba Capo Fireside	RJV	19.0
05/20/21	9.5	L160	Attend mediation, review mediator's proposal, reach out to client to ask questions regarding claims	The Big Company, Inc. dba Capo Fireside	RJV	28.5
05/21/21	0.1	L190	Forward date to respond to mediator proposal	The Big Company, Inc. dba Capo Fireside	RJV	28.6
05/25/21	0.8	L160	Draft memorandum of understanding for settlement.	The Big Company, Inc. dba Capo Fireside	RJV	29.4
06/15/21	0.1	L190	Follow up with opposing counsel regarding status of long for agreement.	The Big Company, Inc. dba Capo Fireside	RJV	29.5
06/15/21	0.5	L200	Draft joint report.	The Big Company, Inc. dba Capo Fireside	RJV	30.0
06/16/21	0.3	L200	Edit joint report and send court's availability to hear motion, send joint report to opposing counsel.	The Big Company, Inc. dba Capo Fireside	RJV	30.3
06/17/21	0.3	L190	Review opposing counsel's edits to joint report.	The Big Company, Inc. dba Capo Fireside	RJV	30.6
06/22/21	0.1	L200	Approve edits to join report to finalize.	The Big Company, Inc. dba Capo Fireside	RJV	30.7
06/30/22	0.1	L190	Follow up with opposing counsel regarding long form agreement.	The Big Company, Inc. dba Capo Fireside	RJV	30.8
06/30/22	0.5	L230	Attend status conference.	The Big Company, Inc. dba Capo Fireside	RJV	31.3
07/16/21	0.2	L190	Follow up with opposing counsel regarding long form agreement, update client on status of case.	The Big Company, Inc. dba Capo Fireside	RJV	31.5
07/22/21	0.1	L190	Respond to client question.	The Big Company, Inc. dba Capo Fireside	RJV	31.6

07/27/21	0.1	L190	Follow up with opposing counsel regarding long form agreement.	The Big Company, Inc. dba Capo Fireside	RJV	31.7
08/16/21	0.1	L190	Follow up with opposing counsel regarding long form agreement.	The Big Company, Inc. dba Capo Fireside	RJV	31.8
08/23/21	0.1	L190	Request total cost breakdown from accounting for motion for preliminary approval.	The Big Company, Inc. dba Capo Fireside	RJV	31.9
08/23/21	4.8	L200	Draft motion for preliminary approval.	The Big Company, Inc. dba Capo Fireside	RJV	36.7
08/24/21	2.6	L200	Draft and edit motion for preliminary approval, draft stipulation to continue time.	The Big Company, Inc. dba Capo Fireside	RJV	39.3
08/24/21	0.2	L190	Double check timeline to file motion for preliminary approval, forward drafts to opposing counsel.	The Big Company, Inc. dba Capo Fireside	RJV	39.5
08/27/21	0.2	L190	review settlement agreement, send for client signature.	The Big Company, Inc. dba Capo Fireside	RJV	39.7
08/27/21	1.3	L200	Make edits to MPA.	The Big Company, Inc. dba Capo Fireside	RJV	41.0
08/30/21	0.2	L190	Follow up with opposing counsel on signatures for settlement agreement.	The Big Company, Inc. dba Capo Fireside	RJV	41.2
12/28/21	0.1	L190	Discuss Motion for final approval timeline with opposing counsel.	The Big Company, Inc. dba Capo Fireside	RJV	41.3
12/29/21	0.2	L190	Review case file order and emails to confirm Motion for final approval deadline.	The Big Company, Inc. dba Capo Fireside	RJV	41.5
01/17/21	2.5	L200	Draft motion for final approval.	The Big Company, Inc. dba Capo Fireside	RJV	44.0
01/19/21	5.3	L200	Draft motion for final approval.	The Big Company, Inc. dba Capo Fireside	RJV	49.3

CONFIDENTIAL and WORK PRODUCT - MIN JEE KIM TIMESHEETS

Date:	Hours:	Task Code	Description	Case	Atty	Case total:
12/04/19	0.5	L190	Drafted, finalized and mailed out the follow up request letters to company requesting for personnel files	The Big Company, Inc. dba Capo Fireside	MJK	0.5
01/28/20	0.5	L190	Drafted, finalized and mailed out the follow up request letters to company requesting for personnel files	The Big Company, Inc. dba Capo Fireside	MJK	1.0
03/18/20	2.5	L210	Drafted the first draft of the class action complaint & case initiating documents	The Big Company, Inc. dba Capo Fireside	MJK	3.5
03/20/20	0.6	L210	Revised and finalized Complaint, CCCS & Summons and drafted PAGA notice letter and emailed Justin for review.	The Big Company, Inc. dba Capo Fireside	MJK	4.1
03/23/20	0.5	L210	Finalized Complaint, CCCS & Summons and emailed Valpro for filing. Emailed JM/NH regarding the filing situation as closed is closed until 4/2/20, so instructed Valpro to set this as priority and file it first thing when court opens as SOL is 4/6/2020	The Big Company, Inc. dba Capo Fireside	MJK	4.6
03/23/20	0.5	L190	Submitted PAGA Letter to LWDA website, mailed PAGA letter out via certified mail, saved all relevant docs to file, emailed accounting to mail \$75 letter and check to LWDA	The Big Company, Inc. dba Capo Fireside	MJK	5.1
03/31/20	0.1	L190	Received certified return receipt for PAGA Letter notice. Saved to file.	The Big Company, Inc. dba Capo Fireside	MJK	5.2
04/02/20	0.8	L190	Followed with Valpro and informed them this has to be filed tomorrow first thing (complaint and case initiating documents). Was on hold as the court was closed, but the court should be open tomorrow as they informed the public that they are closed until April 2, 2020. Emailed JM/NH regarding this to see advise on if we should see if the fax filing works or wait until court reopens. Per JM - fax file. Updated all documents and faxed filed complaint and case initiating documents. Fax filing didn't work so instructed Valpro to proceed with drop box filing tomorrow. Saved failed fax confirmation and email thread with Valpro in file.	The Big Company, Inc. dba Capo Fireside	MJK	6.0
04/03/20	0.2	L190	Received confirmation the complaint was filed via drop box. Saved and processed invoice	The Big Company, Inc. dba Capo Fireside	MJK	6.2
04/15/20	0.1	L190	Updated Clio & outlook calendar the first day to amend complaint to add PAGA claims	The Big Company, Inc. dba Capo Fireside	MJK	6.3
04/28/20	3.2	L310	Began/completed reviewing client documents and complaint & began/completed drafting Plaintiff's Discovery, Set 1. On hold until JM/NH wants to propound discovery.	The Big Company, Inc. dba Capo Fireside	MJK	9.5
05/22/20	0.1	L190	Went through our calendar and added Rachel to all entries on calendar	The Big Company, Inc. dba Capo Fireside	MJK	9.6
05/28/20	0.3	L190	Looked through the court's website and the court status email Kristial forwarded. Emailed JM/NH/RV update regarding the court's closure. Emailed Valpro to follow up with our conformed copies next Monday. Received update from Valpro saying they're receiving the conformed copies back but they are unable to check the status with the court. Emailed update to JM/NH/RV.	The Big Company, Inc. dba Capo Fireside	MJK	9.9
06/02/20	0.4	L190	Organized the entire file. Renamed all documents that are not in the right format and organized all documents in the right folder	The Big Company, Inc. dba Capo Fireside	MJK	10.3
06/24/20	0.5	L190	Followed up with Valpro and received confirmation that they didn't receive anything on the conformed complaint and will send someone out to find out. Received a call from Valpro. He informed me that he was able to find the case and saw that the check was cashed and the case was created. Will send me everything that the can pull from the docket.	The Big Company, Inc. dba Capo Fireside	MJK	10.8
06/24/20	0.6	L190	Received conformed copies of the complaint, saved to file, calendared on Clio & Outlook calendar the ICMC along with reminders, M&C, Joint report and posting jury fees deadlines. Emailed JM/NH/RV update of the judge it's assigned to and the dates that were calendared along with the conformed copies. Also emailed regarding service and FAC	The Big Company, Inc. dba Capo Fireside	MJK	11.4
06/24/20	0.2	L190	Finalized FAC and emailed it to Valpro to file tomorrow. Emailed JM/NH/RV confirmation that the FAC will be filed tomorrow.	The Big Company, Inc. dba Capo Fireside	MJK	11.6
06/24/20	0.1	L190	Organized all documents (complaint, FAC, and case initiating documents) to send to Valpro tomorrow for personal service	The Big Company, Inc. dba Capo Fireside	MJK	11.7
06/25/20	0.2	L190	Received conformed copies in the mail. Filtered through everything to make sure it's already the document we already received yesterday. Saved the receipts received for filing the complaint	The Big Company, Inc. dba Capo Fireside	MJK	11.9
06/25/20	0.3	L190	Emailed detailed instructions with all of the case initiating documents to Valpro for personal service today. Looked up and double checked the registered agent and double checked the documents before sending it Valpro.	The Big Company, Inc. dba Capo Fireside	MJK	12.2
07/01/20	0.1	L190	Followed up with Valpro regarding the status of the conformed copies of the FAC and POS of Summons & Complaint that was filed.	The Big Company, Inc. dba Capo Fireside	MJK	12.3
07/02/20	0.1	L190	Calendared Def's deadline to file answer on Clio & Outlook Calendar. Emailed confirmation and the POS of Summons & Complaint to JM/NH/RV.	The Big Company, Inc. dba Capo Fireside	MJK	12.4
07/02/20	0.1	L190	Checked the docket online to make sure all hearings are calendared.	The Big Company, Inc. dba Capo Fireside	MJK	12.5
07/02/20	0.2	L190	Received conformed copy of the FAC. Saved to file and circulated the hyperlink of the document to JM/NH/RV. Processed invoice.	The Big Company, Inc. dba Capo Fireside	MJK	12.7
07/24/20	2.5	L310	Began and completed drafting the Pltff's Discovery Set 1. Waiting to get the new template for the RFP so I can draft that before sending it to RV for review.	The Big Company, Inc. dba Capo Fireside	MJK	15.2
07/24/20	0.1	L190	Emailed OPC request for e-service acceptance and cc'd JM/NH/RV	The Big Company, Inc. dba Capo Fireside	MJK	15.3

07/28/20	0.1	L190	Checked the docket online to make sure the Initial CMC is still on calendar.	The Big Company, Inc. dba Capo Fireside	MJK	15.4
08/05/20	0.5	L310	Finalized drafting the RFP1 and saved to file. Read through the order and saw that the case is stayed. Emailed RV the drafted discovery for review and also attached the order stating the stay as well. Informed her to take a second look at the order to confirm the stay, and review the discovery when she has time so it's ready to serve when the stay is lifted.	The Big Company, Inc. dba Capo Fireside	MJK	15.9
08/19/20	0.2	L190	Scheduled a meet and confer call with OPC. Calendared the call & attached all relevant documents NH wants during her first M&Cs to the calendared call.	The Big Company, Inc. dba Capo Fireside	MJK	16.1
08/19/20	0.2	L190	Called and scheduled court call for RV for the scheduled ICMC. Attached court call confirmation to the calendar entry and emailed it to RV	The Big Company, Inc. dba Capo Fireside	MJK	16.3
08/21/20	0.2	L190	Confirmed with RV and emailed the mediator to hold January 5, 2021 for our office until we confirm with OPC.	The Big Company, Inc. dba Capo Fireside	MJK	16.5
08/24/20	0.4	L190	Received mediation confirmation letter from mediator. Updated Outlook calendar and Clio with the upcoming deadlines and circulated it to team. Processed invoice with accounting	The Big Company, Inc. dba Capo Fireside	MJK	16.9
08/24/20	0.3	L190	Finalized, filed & served the Joint Stipulation to Con't CMC & Proposed Order. Saved to file	The Big Company, Inc. dba Capo Fireside	MJK	17.2
08/25/20	0.1	L190	Received conformed copy of the Joint Stipulation. Circulated to team and saved to file.	The Big Company, Inc. dba Capo Fireside	MJK	17.3
08/25/20	0.5	L190	Received confirmation from OPC that they were unable to get a hold of the court to confirm if the judge signed the joint stipulation to continue the CMC. Called and spoke to RV and informed her that I'll go ahead and file the joint stmt. Finalized the joint ISC stmt. Drafted and finalized the notice of posting jury fees. Filed the joint ISC Stmt and the notice of posting jury fees via Valpro and instructed them on the filing. Emailed JM/NH/RV confirmation.	The Big Company, Inc. dba Capo Fireside	MJK	17.8
09/04/20	0.5	L190	Received the signed order granting Joint Stipulation to Con't CMC. Saved to file. Drafted and filed the notice of the order.	The Big Company, Inc. dba Capo Fireside	MJK	18.3
12/14/20	0.6	L190	Received mediation confirmation letter from mediator. Updated Outlook calendar and Clio with the upcoming deadlines, circulated it to team, reached out to mediator's office to confirm our outstanding balance for the mediation fee as we paid it back in October, and calendared reminders every 2 weeks until the mediation to follow up with information discovery per NH's instructions.	The Big Company, Inc. dba Capo Fireside	MJK	18.9
12/15/20	0.3	L190	Confirmed with mediator that the prior check was refunded and returned back to our office. Processed the new mediation invoice with accounting. Emailed the mediator with the list of attendees from our firm with their email and contact number as requested.	The Big Company, Inc. dba Capo Fireside	MJK	19.2
12/15/20	0.1	L190	Received refunded check for initial mediation fee from mediator. Saved to file and processed with accounting.	The Big Company, Inc. dba Capo Fireside	MJK	19.3
12/18/20	0.1	L190	Per RV's request, calendared deadline to follow up with OPC on the informal discovery they said they'd produce	The Big Company, Inc. dba Capo Fireside	MJK	19.4
12/31/20	0.2	L190	Went into the case on litify, when through the information that was filled in through the data dump, and make edits and added details to fields that were missing.	The Big Company, Inc. dba Capo Fireside	MJK	19.6
01/08/21	0.3	L190	Checked file to make sure each and every document was transferred into litify for both matters. Nothing was transferred so uploaded everything manually.	The Big Company, Inc. dba Capo Fireside	MJK	19.9
01/25/21	0.1	L190	Received Def's Notice of Change of Address. Saved to file and updated records to reflect the change	The Big Company, Inc. dba Capo Fireside	MJK	20.0
01/25/21	0.3	L190	Finalized, filed & served the Joint Stipulation to Con't CMC & Proposed Order. Saved to file	The Big Company, Inc. dba Capo Fireside	MJK	20.3
02/05/21	0.1	L190	Email communication with Valpro regarding the filing of the joint stipulation. OPC filed the same one so there were some confusion at the court. Requested they retrieve the entire document as we need the order	The Big Company, Inc. dba Capo Fireside	MJK	20.4
02/11/21	0.5	L190	Received the signed order granting Joint Stipulation to Con't CMC. Saved to file. Drafted and filed the notice of the order.	The Big Company, Inc. dba Capo Fireside	MJK	20.9
04/20/21	0.1	L190	Signed Def's Agreement Regarding Informal Sharing of Information for Settlement/Mediation Purposes Only with NH's signature per her request and emailed it back to OPC	The Big Company, Inc. dba Capo Fireside	MJK	21.0
04/20/21	0.5	L190	Received Def's Document Production for Mediation (Bates BIG-VPER000001-47201) Saved to file and circulated to team	The Big Company, Inc. dba Capo Fireside	MJK	21.5
04/26/21	0.3	L190	Received Def's Document Production for Mediation (Bates BIG-VPER047202-47277) Saved to file and circulated to team	The Big Company, Inc. dba Capo Fireside	MJK	21.8
05/12/21	0.1	L190	Emailed the mediator and requested for an extension to submit the brief	The Big Company, Inc. dba Capo Fireside	MJK	21.9
05/17/21	0.1	L190	Updated mediation brief deadline as we got an extension and the mediator confirmed the date he wanted the brief. Emailed the mediator the emails of everyone attending the mediation per their request	The Big Company, Inc. dba Capo Fireside	MJK	22.0
05/18/21	0.2	L190	Pulled mediation exhibits for RV. Finalized the mediation brief and submitted to the mediator. Attached to the calendar entry and saved to litify.	The Big Company, Inc. dba Capo Fireside	MJK	22.2
05/21/21	0.1	L190	Calendared deadline to respond to Mediator's proposal	The Big Company, Inc. dba Capo Fireside	MJK	22.3
06/21/21	0.2	L190	Finalized the Joint CMC Report and got everything ready for filing	The Big Company, Inc. dba Capo Fireside	MJK	22.5
06/22/21	0.1	L190	Filed and served the Joint CMC Report	The Big Company, Inc. dba Capo Fireside	MJK	22.6
06/30/21	0.2	L190	Calendared the MPA and related deadlines. Circulated to team.	The Big Company, Inc. dba Capo Fireside	MJK	22.8

07/02/21	0.1	L190	Received the conformed cop of the joint report. Saved to litify, circulated to team, and attached to calendar entry	The Big Company, Inc. dba Capo Fireside	MJK	22.9
08/30/21	0.6	L190	Finalized, filed & served Pltff's Motion for Preliminary Approval. Uploaded to LWDA	The Big Company, Inc. dba Capo Fireside	MJK	23.5
09/27/21	0.6	L190	Received Order granting MPA.Uploaded order to LWDA, drafted and filed a notice for the order.	The Big Company, Inc. dba Capo Fireside	MJK	24.1
11/29/21	0.1	L190	Submitted the FAC to LWDA as it wasn't submitted initially at the time of filing the FAC	The Big Company, Inc. dba Capo Fireside	MJK	24.2
01/17/22	0.5	L190	Went through our total costs to confirm the numbers and reorganized them on an excel spreadsheet for the team	The Big Company, Inc. dba Capo Fireside	MJK	24.7

Victor Perez v. The Big Company, Inc. dba Capo Fireside
CIVDS 2009691

I am employed in the county of Los Angeles, State of California. I am over the age of 18 and not a party to this action. My business address is 3055 Wilshire Blvd., 12th Fl., Los Angeles, California 90010. My electronic service address is minjee@wilshirelawfirm.com. On **January 21, 2022**, I served the foregoing document described as:

☒ **BY E-MAIL:** I hereby certify that this document was served from Los Angeles, California, by e-mail delivery on the parties listed herein at their most recent known email address or e-mail of record in this action.

☒ **BY UPLOAD:** I hereby certify that the documents were uploaded by my office to the State of California Labor and Workforce Development Agency Online Filing Site.

*Attorneys for Defendant The Big Company, Inc.
dba Capo Fireside*

Executed this **January 21, 2022**, at Los Angeles, California.

Signature