

**BLUMENTHAL NORDREHAUG BHOWMIK
DE BLOUW LLP**

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF SAN DIEGO**

SHARRON HARVILLE and TERRELL
CLARK, individuals, on behalf of
themselves and on behalf of all persons
similarly situated

Plaintiffs,

vs.

NORTH FV LLC, a Limited Liability
Company; FRC NORTH ONE PASEO
LLC, a Limited Liability Company; FRC
NORTH (PARK PLACE) LLC, a Limited
Liability Company; FRC NORTH THE
POINT LLC, a Limited Liability
Company; and DOES 1 through 50,
inclusive,

Defendants.

Case No.: 37-2021-0000397-CU-OE-CTL

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

Hearing Date: August 11, 2023
Hearing Time: 10:30 a.m.

Judge: Hon. Carolyn Caietti
Dept.: C-70

1 I, Kyle Nordrehaug, declare as follows:

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

8 2. A true and correct copy of the fully executed PAGA Settlement Agreement
9 ("Agreement") with Defendants North FV LLC, FRC North One Paseo LLC, FRC North
10 (Park Place) LLC, FRC North The Point LLC and North Restaurants LLC ("Defendants") is
11 attached as Exhibit #1. A proposed order approving the PAGA settlement was submitted as
12 part of the motion. The Agreement is based upon the Los Angeles Superior Court model
13 form.

14 3. Procedural History –

15 (a) PAGA Counsel mailed the necessary correspondence to the California
16 Labor and Workforce Development Agency ("LWDA") on May 7, 2020 on behalf of
17 Plaintiff Sharron Harville, requesting authorization from the LWDA to seek civil penalties as
18 provided by the Private Attorney General Act of 2004 ("PAGA") for the wage and hour
19 violations alleged in the PAGA Notice. Plaintiff Harville sent an Amended Notice to the
20 LWDA on January 7, 2021 which amended Plaintiff Harville's original PAGA Notice and
21 added an additional Plaintiff and Aggrieved Employee, Terrell Clark. On January 5, 2021,
22 Plaintiffs commenced the PAGA Action by filing a class and representative action
23 Complaint that asserted various wage-and-hour claims, as well as several individual
24 employment law claims. On April 23, 2021, Plaintiffs requested dismissal of all class claims
25 and individual claims asserted in the Complaint, so that only a single cause of action under
26 PAGA remained. On April 26, 2021, the Court granted Plaintiffs' request for dismissal of all
27 class and individual claims without prejudice.

1 (b) Plaintiffs and Defendants agreed to mediate with David Rotman. Prior
2 to the mediation, the Parties conducted significant investigation and discovery of the facts
3 and law. Defendant produced hundreds of documents relating to its policies, practices, and
4 procedures regarding paying non-exempt employees for all hours worked, overtime, meal
5 and rest period policies, payroll and operations policies, and more. Plaintiffs were provided
6 with sufficient records and data to determine the number of Aggrieved Employees and the
7 number of pay periods in the PAGA Period. The Parties agree that the above-described
8 investigation and evaluation, as well as the information exchanged during the settlement
9 negotiations, are more than sufficient to assess the merits of the Parties' positions and to
10 compromise the issues on a fair and equitable basis. Plaintiffs' theory of PAGA liability as
11 argued at mediation alleged that Defendants failed to pay employees for all hours worked.
12 For example, Plaintiffs alleged that, prior to clocking in for their work shifts, Aggrieved
13 Employees were required to submit to a Covid-19 screening and that Defendants failed to
14 pay the Aggrieved Employees the proper minimum wages for their time spent submitting to
15 Covid-19 symptoms checks. Plaintiffs also alleged that Defendants miscalculated the regular
16 rate as to certain non-discretionary incentive payments and underpaid overtime to the
17 Aggrieved Employees as a result. This also led to Plaintiffs being provided with inaccurate
18 wage statements that failed to state actual hours worked and included other inaccuracies.
19 Plaintiffs also alleged that the Aggrieved Employees' meal and rest breaks were not duty free
20 in that they were required to remain on call and available to respond to restaurant
21 emergencies during breaks. Plaintiffs alleged the Defendants should have paid meal and rest
22 break penalty payments for these violations but failed to do so. In addition, Plaintiffs alleged
23 that the Aggrieved Employees were contacted on their personal cell phones for issues such as
24 scheduling but were not reimbursed by the Defendants for the costs associated with the use
25 of their personal cell phones.

26 (c) On May 31, 2022 and on November 18, 2022, the Parties engaged in
27 all-day mediation sessions before Mediator Rotman, a respected and experienced mediator
28

1 knowledgeable of both the wage and hour laws and representative claims at issue in this
2 action. Through arms-length negotiations with the assistance of the mediator, the Parties
3 reached an agreement to settle the PAGA claims in this action which led to the signing of a
4 Memorandum of Understanding memorializing the settlement¹ The settlement was
5 negotiated in light of all known facts and circumstances and the uncertainty associated with
6 litigation – including the risk of Plaintiffs not being able to maintain representative claims,
7 the difficulty of proving Plaintiffs’ claims in a manageable trial, the merits of Defendants’
8 potential defenses, and the significant delay and potential appellate issues inherent to
9 litigation – and was reached after extensive arm’s length negotiations, with the assistance of
10 Mediator Rotman.

11 4. The claim before this Court is solely the representative claim under
12 PAGA on behalf of the State of California for civil penalties pursuant to the PAGA. The
13 parties have agreed to settle this PAGA claim in its entirety after investigation and an arm’s
14 length mediation session. The PAGA settlement is subject to Court approval consistent with
15 Labor Code §2699(1)(2). (Agreement at ¶ 6.1). The Agreement negotiated by the Parties
16 provides for a “Gross PAGA Settlement Amount” payment in the amount of \$900,000 to
17 resolve the Released PAGA Claims (hereinafter referred to as the “PAGA Settlement”).
18 From this PAGA Settlement of \$900,000, there is a deduction of attorneys’ fees (“PAGA
19 Counsel Fees Payment”) in the amount of \$299,997.00 (which is one-third of the PAGA
20 Settlement), reimbursement of incurred costs (“PAGA Counsel Litigation Expenses
21 Payment”) in an amount not to exceed \$22,000, and Settlement Administration Costs
22

23
24 ¹ In addition to the Gross PAGA Settlement Amount, Defendants have agreed to separately settle
25 Plaintiffs’ individual claims pursuant to separate confidential Individual Settlement Agreements
26 (“Individual Settlement”). The individual claims were not at issue in this action and exist
27 independent and apart from the PAGA claims at issue before the Court. *See Kim v. Reins Int’l Cal.,*
28 *Inc.*, 9 Cal. 5th 73, 80 (2020) (the “[s]ettlement of individual claims does not strip an aggrieved
employee of standing, as the state’s authorized representative, to pursue PAGA remedies” nor
resolve the PAGA claims.).

1 (“Administration Expenses Payment”) not to exceed \$16,000. (Agreement at ¶¶ 3.2.1-3.2.2).²
2 After these deductions, the amount remaining is the “PAGA Payment”, which is estimated to
3 be no less than \$562,003. Of the PAGA Payment amount, seventy-five percent (75%) (no
4 less than \$421,502.25) will be paid to the LWDA and the remaining twenty-five percent
5 (25%) (no less than \$140,500.75) will be paid to the Aggrieved Employees (Agreement at ¶
6 3.2.4). “Aggrieved Employees” means all current and former non-exempt employees who
7 worked for Defendants in California during the PAGA Period. (Settlement Agreement at ¶¶
8 1.2). The PAGA Period is the time period from November 1, 2019 to February 21, 2023.
9 (Agreement at ¶¶ 1.23). The Individual PAGA Payment for each Aggrieved Employee shall
10 be based on the number of pay periods each Aggrieved Employee worked during the PAGA
11 Period as an Aggrieved Employee, as a percentage of the total pay periods worked by all
12 Aggrieved Employees during the PAGA Period.³ For mediation, Defendants represented
13 that there are approximately 2,200 Aggrieved Employees who collectively worked
14 approximately 62,000 pay periods during the PAGA Period. (Agreement at ¶ 4.1).
15 Defendants will provide a declaration as required by the Agreement confirming the accuracy
16 of the above figures. Upon entry of final judgment, the Released Parties shall be entitled to a
17 release from the State of California and the Aggrieved Employees only for any “Released
18 PAGA Claims”, which means all claims for PAGA penalties that were alleged, or reasonably
19 could have been alleged, based on the facts stated in the Operative Complaint and Plaintiffs’
20 Second Amended LWDA Notice that occurred during the PAGA Period, which includes all
21 claims for civil penalties under PAGA for the following violations: failure to provide meal

22
23 ² If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses
24 Payment less than the amounts requested, the Administrator will allocate the remainder of these
25 amounts to the PAGA Payment. (Settlement Agreement at ¶ 3.2.1). To the extent the Administration
26 Expenses are less or the Court approves payment less than \$16,000, the Administrator will allocate
27 the remainder of this amount to the PAGA Payment (*Id.* at ¶ 3.2.2).

28 ³ See Settlement Agreement at ¶ 3.2.4.1 (“The Administrator will calculate each Individual PAGA
Payment by (a) dividing the amount of the Aggrieved Employees’ 25% share of PAGA Payment by
the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the
PAGA Period and (b) multiplying the result by each Aggrieved Employee’s PAGA Period Pay
Periods.”)

1 periods; failure to authorize and permit rest periods; failure to provide premium payments at
2 the correct regular rate of compensation for non-compliant meal and rest periods; failure to
3 pay minimum wages; failure to pay overtime and doubletime wages; failure to include
4 bonuses in the regular rate of compensation; failure to provide split shift pay; failure to
5 provide reporting time pay; failure to provide suitable seating; failure to preserve all
6 employee payroll records; failure to provide accurate itemized wage statements; failure to
7 reimburse for necessary business expenses; failure to timely pay wages during employment;
8 and failure to timely pay wages upon termination, during the PAGA Period. This includes
9 violations under California Labor Code sections 201-204, 210, 221, 222.5, 226, 226.3, 226.7,
10 351, 510, 512, 558, 1174, 1194, 1194.1, 1194.2, 1197, 1197.1, 1198 and 2802, as well as
11 California Code of Regulations, Title 8, section 11040 subdivisions 5(A)-(B) and 14. (the
12 “Released PAGA Claims”) (Agreement at ¶ 5.2). The Released PAGA Claims does not
13 include all other claims, including claims for vested benefits, wrongful termination, violation
14 of the Fair Employment and Housing Act, unemployment insurance, disability, social
15 security, workers’ compensation, and California class claims, and PAGA claims outside of
16 the PAGA Period. The Released PAGA Claims do not include any claims that cannot be
17 released as a matter of law. In no event shall the release of the Released PAGA Claims
18 release any individual claims of any individual.

19 5. PAGA Counsel Fees equal to one-third of the Gross PAGA Settlement amount
20 (\$299,997.00) and PAGA Counsel Litigation Expenses in an amount not to exceed
21 \$22,000.00 will also be paid to PAGA Counsel as part of the settlement in accordance with
22 California Labor Code § 2699(g)(1), as set forth in the Agreement. Lastly, payment to the
23 Administrator in an amount not to exceed \$16,000 to perform the administrative duties to
24 distribute the settlement money shall also be paid.

25 6. As experienced counsel, we believe that the PAGA Settlement is fair and
26 reasonable and therefore should be approved in light of Defendants’ potential defenses to the
27 violations at issue, the risks and costs of continued litigation. Here, the Gross PAGA
28

1 Settlement Amount of \$900,000 is significantly more than other PAGA settlements and
2 constitutes approximately \$15 per pay period. This PAGA Settlement amount compares
3 favorably to the estimated amount of PAGA penalties. With the assistance of an expert,
4 Plaintiffs calculated that the maximum amount of statutory PAGA civil penalties was
5 potentially \$6,200,000 based on 62,000 pay periods applicable to the Aggrieved Employees
6 during the PAGA Period.⁴ Importantly, however, these calculations were performed at the
7 maximum statutory rate for the penalties, when in fact, it is likely that any penalties awarded
8 would be at a lower rate. California Labor Code Section 2699(e)(1) permits a Court to
9 award a lesser amount than the maximum civil penalty if based on the facts and
10 circumstances to do otherwise would result in an award that is "unjust, arbitrary and
11 oppressive or confiscatory." In *Carrington v. Starbucks Corp.*, 30 Cal. App. 5th 504 (2018),
12 the Court of Appeal affirmed a judgment after trial which only provided for a PAGA penalty
13 of \$5 per pay period. Therefore, at trial, any PAGA penalties awarded could be significantly
14 less than Plaintiffs' calculation even where Plaintiffs prevailed on the PAGA claim. If the
15 amount of \$5 per pay period from *Carrington v. Starbucks* is used, the potential recovery of
16 civil penalties would be only \$310,000, which is far less than this settlement provides.

17 7. Here, Plaintiffs would need to prove that each Aggrieved Employee suffered a
18 violation for each period the employee worked in relation to meal or rest period violations,
19 failure to provide premium payments at the correct regular rate of compensation for non-
20 compliant meal and rest periods, failure to pay minimum wages, failure to pay overtime and
21 doubletime wages, failure to include bonuses in the regular rate of compensation, failure to
22 provide split shift pay, failure to provide reporting time pay, failure to provide suitable
23 seating, failure to preserve all employee payroll records, failure to provide accurate itemized
24 wage statements, failure to reimburse for necessary business expenses, failure to timely pay

25 _____
26 ⁴ Stacking is where more than one civil penalty is imposed in a pay period for the same conduct.
27 The valuation of \$6,200,000 is the civil penalty amount without stacking. If stacking is permitted,
28 then the valuation increases with each additional penalty added to each pay period. Plaintiffs,
however, are not aware of any PAGA award which permitted stacking and in the cases cited herein,
only one penalty per pay period was assessed.

1 wages during employment, and failure to timely pay wages upon termination. Defendants
2 maintain that Plaintiffs and the Aggrieved Employees were properly compensated, and that
3 they did not violate the Labor Code. Accordingly, Defendants dispute and deny Plaintiffs'
4 allegations and claims asserted in both the PAGA Notices and the Operative Complaint,
5 which are resolved by the Agreement. Defendants asserted additional defenses to the PAGA
6 claim, not only as to liability but also as to the amount of the penalties. Defendants could
7 argue that no penalties prior to the PAGA notification should be awarded because the
8 violations were not intentional, and at least one Court has so ruled. These defenses present a
9 risk to the PAGA claims and the potential that some or all of the PAGA penalties sought
10 may not be awarded. Given Defendants' potential defenses to the violations at issue, the
11 risks and costs of continued litigation, Plaintiffs and their attorneys believe that the PAGA
12 Settlement is fair and reasonable. (Declaration of Nordrehaug, at ¶7.) Defendants have
13 similarly concluded that it is desirable that the action is settled in the manner and upon the
14 terms and conditions set forth in the Agreement in order to avoid further expense,
15 inconvenience and distraction of further legal proceedings, as well as the uncertainty of
16 litigation. Defendants have determined that it is desirable and beneficial to put to rest the
17 claims in this action and Defendants agrees that the PAGA Settlement is fair, reasonable, and
18 adequate. PAGA Counsel have significant experience litigating wage and hour claims
19 including claims for PAGA penalties, and the PAGA Settlement here is similar to or greater
20 than similar settlements that courts have approved. The PAGA Settlement, along with the
21 other terms of the proposed settlement, were negotiated by experienced counsel at arm's
22 length with the assistance of a private mediator, David Rotman. As set forth in the
23 accompanying proof of service, the LWDA has been provided notice of this motion and the
24 PAGA settlement. The decision of the LWDA to accept the PAGA Settlement and not
25 oppose the motion should be given considerable weight. This is not a situation where the
26 Court needs to be concerned about the rights of absent employees as in a class settlement, as
27 this PAGA-only settlement does not release the individual claims of absent employees other

1 than PAGA claims, and the LWDA is a sophisticated government entity that is more than
2 able to look out for its own rights.

3 8. PAGA Counsel seek approval of attorneys' fees from the PAGA settlement in
4 the amount of \$299,997 representing one-third of the \$900,000 Gross PAGA Settlement
5 Amount. The payment of attorneys' fees and costs to Plaintiffs' Counsel under the
6 Agreement is supported by several factors. First, the requested fees are justified by the result
7 achieved. PAGA Counsel negotiated a recovery of \$900,000.00, and this result justifies the
8 requested fees equal to one third of this recovery. This percentage is within the standard
9 contingent recovery percentage of one-third, and this percentage is what was expressly
10 approved by the Supreme Court in *Laffitte v. Robert Half Int'l Inc.*, 1 Cal.5th 480, 504,
11 (2016). Second, the fee award is justified by the work performed and contributions to the
12 case. As detailed below, the fee award represents PAGA Counsel's current lodestar of
13 \$199,550.75 with a reasonable multiplier of 1.5, and there remains significant additional
14 work to be performed such that the multiplier will ultimately be less. Third, the
15 consideration of the enhancement factors justify the enhancement of the lodestar. Courts
16 multiply the lodestar by a factor to account for the risk of non-payment, delay in payment,
17 the quality of work, and the novelty and difficulty of the issues involved. As detailed in the
18 accompanying billing statements, true and correct copies of which are attached hereto as
19 Exhibits #2 and 3, the current lodestar for my firm in this matter as of July 20, 2023 is
20 \$199,550.75 for more than 298 hours of work prosecuting the claims being resolved by this
21 Settlement.⁵ This time does not include time incurred after the billing was finalized and the
22 time spent managing the completion of the settlement, which I estimate will add \$10,000 to
23 \$20,000 in additional lodestar.

24 9. The award of litigation expenses is based upon the actual expenses incurred by
25 Plaintiffs and PAGA Counsel, which currently total \$20,972.51. Under the Agreement,

26
27 ⁵ Blumenthal Nordrehaug Bhowmik De Blouw LLP switched billing programs in June 2022, so
28 Exhibit #2 consists of the billing statement from Tussman which covers billing from inception to
June 2022, and Exhibit #3 from Clio covers billing from June 2022 to the present.

1 PAGA Counsel will be recovering litigation expenses in the total amount of \$20,972.51
2 which is less than the \$22,000 allocation for costs in the Settlement Agreement, so the
3 difference of \$1,027.49 will be added to the PAGA Payment amount. The litigation
4 expenses incurred by my firm in the amount of \$20,972.51 were all reasonably necessary to
5 the litigation and are detailed in Exhibits #2 and 4 attached hereto.⁶

6
7 Experience and Qualifications

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

15 (a) Blumenthal Nordrehaug Bhowmik De Blouw LLP was responsible for
16 handling the briefing and argument that resulted in the landmark ruling of *Sakkab v.*
17 *Luxottica Retail N. Am., Inc.*, 803 F.3d 425 (9th Cir. 2015). There, Blumenthal Nordrehaug
18 Bhowmik De Blouw LLP overcame opposition by Littler Mendelson and amici Curiae briefs
19 submitted by Mayer Brown LLP to persuade the Ninth Circuit of the importance of the
20 substantive rights of the State of California under the California Private Attorney General
21 Act of 2004 ("PAGA"). Blumenthal Nordrehaug Bhowmik De Blouw LLP took the lead on
22 this case where the ruling was the reaffirmation of the PAGA statute and the *Iskanian* rule.
23 Blumenthal Nordrehaug Bhowmik De Blouw LLP also has recently engaged in noted
24 appellate work on the subject of class actions in the California Court of Appeals resulting in
25 the opinions handed down in *Securitas Sec. Services USA, Inc. v. Superior Court*, 234 Cal.

26
27 ⁶ Blumenthal Nordrehaug Bhowmik De Blouw LLP switched billing programs in June 2022, so
28 Exhibit #2 consists of the expenses incurred from Tussman which covers expenses from inception to
June 2022, and Exhibit #4 from Clio covers expense billing from June 2022 to the present.

1 App. 4th 1109, 184 Cal. Rptr. 3d 568 (2015) (class or representative action waiver in an
2 employment-related arbitration agreement was unenforceable); *Altman v. Solarcity Corp.*,
3 No. D067582, 2016 Cal. App. Unpub. LEXIS 3536 (Ct. App. May 13, 2016) (same). In
4 2015, Blumenthal Nordrehaug Bhowmik De Blouw LLP received an award from the Daily
5 Journal for Top Appellate Reversal, and I received an award from the Daily Journal as Top
6 Labor & Employment Attorney 2016.

7 (b) Blumenthal Nordrehaug Bhowmik De Blouw LLP has litigated
8 hundreds of PAGA claims. In particular, in the last several years Blumenthal Nordrehaug
9 Bhowmik De Blouw LLP negotiated court-approved PAGA settlements with: (i) Mattress
10 Firm in the amount of \$3,750,000 (*Miller v. Mattress Firm*, Santa Clara County Superior
11 Court Case No. 17CV313148); (ii) CH Robinson in the amount of \$630,000 (*Poublon v.*
12 *C.H. Robinson*, U.S.D.C. Central District of California Case No. 12-06654); (iii) Accentcare
13 in the amount of \$500,000 (*Lanuza v. Accentcare*, San Francisco Superior Court Case No.
14 CGC-18-565521); (iv) Prime Healthcare in the amount of \$700,000 (*Ortega v. Prime*
15 *Healthcare Paradise Valley, LLC*, Superior Court of California for the County of San Diego,
16 Case No. 37-2014-00011240); (v) Planet Beauty in the amount of \$200,000 (*Sanchez v.*
17 *Beena Beauty Holding, Inc.*, Superior Court of California for the County of Los Angeles,
18 Case No. BC566065); (vi) Holman Automotive Group in the amount of \$580,000 (*Gabriel v.*
19 *KUNI SDI, LLC, et al.*, Superior Court of California for the County of San Diego, Case No.
20 37-2017-00025191); (vii) Aircraft Service International in the amount of \$1,100,000 (*Martin*
21 *v. Aircraft Service International, Inc., et al.*, Superior Court of California, County of San
22 Francisco Case No. CGC-18-566072); (viii) Easy Driving School in the amount of \$896,000
23 (*Thomas v. Easy Driving School*, Superior Court for the County of San Diego, Case No. 37-
24 2018-00047639); (ix) Café Rio in the amount of \$835,000 (*Quincho v. Café Rio*, Superior
25 Court for the County of San Bernardino, Case No. CIVDS2011822); (x) Altamed in the
26 amount of \$1,570,000 (*Meek v. Altamed Health Services*, Superior Court for the County of
27 Los Angeles, Case No. 20STCV47464); (xi) Lululemon in the amount of \$1,200,000

1 (*O'Donnell v. Lululemon USA, Inc.*, Superior Court for the County of Ventura, Case No. 56-
2 2020-00542441); (xii) Yourmechanic in the amount of \$1,285,000 (*Provost v.*
3 *Yourmechanic, Inc.*, Superior Court for the County of San Diego, Case No. 37-2017-
4 00024056); (xiii) Altamed in the amount of \$1,570,000 (*Meek v. Altamed Health Services*,
5 Superior Court for the County of Los Angeles, Case No. 20STCV47464); and (ix) Oakhurst
6 in the amount of \$380,000 (*Neff v. Oakhurst Industries*, Superior Court for the County of
7 Los Angeles, Case No. 21STCV21110). Based upon our significant experience litigating
8 claims for PAGA penalties, the opinion of experience counsel is that this is an excellent
9 settlement and the PAGA Payment here is greater on a per pay period basis than similar
10 settlements that my firm has previously negotiated and which courts have approved.

11 (c) Then Chief Judge Irma Gonzales in a consolidated class action
12 representing hundreds of armed forces officers held that Blumenthal Nordrehaug Bhowmik
13 De Blouw LLP was "qualified counsel with extensive experience in class action litigation."
14 *McPhail v. First Command Fin. Planning, Inc.*, 247 F.R.D. 598, 611 (S.D. Cal. 2007).
15 Examples of other contested actions where class certification was granted Blumenthal
16 Nordrehaug Bhowmik De Blouw LLP was appointed lead class counsel in wage and hour
17 class actions in Federal Court include *Schulz v. Qualxserv, LLC*, 2012 U.S. Dist. LEXIS
18 58561 (S.D. Cal. 2012); *Dobrosky v. Arthur J. Gallagher Serv. Co., LLC*, No. EDCV 13-
19 0646 JGB (SPx), 2014 U.S. Dist. LEXIS 106345 (C.D. Cal. July 30, 2014); *Culley v.*
20 *Lincare Inc.*, No. 2:15-cv-00081-MCE-CMK, 2016 U.S. Dist. LEXIS 105704 (E.D. Cal.
21 Aug. 10, 2016); *Nelson v. Avon Prods.*, No. 13-cv-02276-BLF, 2015 U.S. Dist. LEXIS
22 51104 (N.D. Cal. Apr. 17, 2015); *Orozco v. Illinois Tool Works*, U.S.D.C. Case No. 14-cv-
23 02113-MCE, 2016 U.S. Dist. LEXIS 158115 (E.D. Cal. February 17, 2017); *Metrow v.*
24 *Liberty Mutual*, U.S.D.C. Case No. EDCV 16-1133 JGB (C.D. Cal. May 1, 2017). Some
25 examples of heavily contested State Court wage and hour class actions where class
26 certification was obtained and BNBD was appointed lead class counsel include *Vakili v.*
27 *Dignity Health, et al.*, San Francisco Superior Court, Case No. CGC-18-569456 (December
28

16, 2021); *Armstrong v. Ruan Transport*, San Bernardino Superior Court, Case No. CIVDS1605897 (August 11, 2020); *Spears v. Health Net of California*, Sacramento County Superior Court, Case No. 34-2017-00210560 (Oct. 8, 2019); *El Pollo Loco Wage and Hour Cases*, Orange County Superior Court, JCCP Case No. 4957 (July 30, 3018); *Torrento v. Lucile Packard Children's Hospital*, Santa Clara County Superior Court Case No. 2016-1-CV-291035 (July 17, 2018); *Salem v. Alliance*, San Bernadino Superior Court, Case No. CIVRS1401129 (March 8, 2016); *Rivers v. Veolia*, Sonoma County Superior Court Case No. SCV 255350 (March 9, 2016); *Mathies v. Union Bank*, San Francisco Superior Court Case No. CGC-10-498077 (Sept. 11, 2013); *Jefferson v. Bottling Co, LLC*, Orange County Superior Court Case No. 30-2009-00180102-CU-OE-CXC (Sept. 7, 2010); *Rangel v. Balboa Ambulance Co.*, 37-2008-00095700-CU-BT-CTL (Fe. 11, 2010); *Tan v. CSAA*, Orange County Superior Court, Case No. 30-2008-00231219 (Nov. 23, 2009).

(d) Over the course of the litigation, a number of attorneys in my firm have worked on this matter. Their credentials are reflected in the Blumenthal Nordrehaug Bhowmik De Blouw LLP firm resume, a true and correct copy of which is attached hereto as Exhibit #5. Some of the major cases our firm has undertaken are also set forth in Exhibit #5. The bulk of the attorneys involved in this matter at Blumenthal Nordrehaug Bhowmik De Blouw LLP have had extensive representative and class litigation experience, much of it in the area of consumer class actions, employment class actions, securities litigation, unfair business practices and other complex litigation. The attorneys at my firm have extensive experience in cases involving labor code violations and overtime claims. Class Counsel has litigated similar wage and hour cases against other employers on behalf of employees, including cases against Cigna, HealthNet, See's Candies, Securitas, Okta, El Pollo Loco, Automobile Association, Marriott, Total Renal, Solarcity, Penske, Universal Protection Services, Panda Express, Redfin, Instacart, Verizon, Apple, Wells Fargo, Kaiser, Culinart, Space Exploration, Time Warner, and California State Automobile Association. It is this level of experience which enabled the firm to undertake the instant matter and to successfully

1 combat the resources of the defendants and their capable and experienced counsel. On
2 account of the concerted and dedicated effort this case required in order to properly handle
3 and prosecute, Class Counsel were precluded from taking other cases, and in fact, had to turn
4 away other potential fee generating cases.

5 11. The hourly rates for staff at Blumenthal Nordrehaug Bhowmik De Blouw LLP
6 for work prior to June 15, 2023 are as follows: Partner Attorneys from \$695 to \$795,
7 Associate Attorneys from \$325 to \$550, Paralegals from \$250 to \$275.⁷ The rates charged by
8 my firm are in line with the prevailing rates of attorneys in the local legal community for
9 similar work and, if this were a commercial matter, these are the charges that would be made
10 and presented to the client. These hourly rates have been approved by Court's throughout
11 California, including the Courts in the Superior Court of California. In fact, on August 1,
12 2018, District Judge Andre Birotte Jr. explicitly found that Class Counsel's "rates generally
13 appear reasonable and 'in line with those prevailing in the [relevant] community'—the
14 Central District of California". Finally, the reasonableness of Class Counsel's hourly rates is
15 further confirmed by comparing such rates with the rates of comparable counsel practicing
16 complex and class litigation as detailed in the National Law Journal Billing Survey. See e.g.
17 *Zest IP Holdings, LLC v. Implant Direct MFG., LLC*, 2014 U.S. Dist. LEXIS 167563 (S.D.
18 Cal. 2014) (finding that "Mayer Brown's \$775 average billing rate for partners" and "Mayer
19 Brown's \$543 average associate billing rate" are reasonable rates when compared within 21
20 other firms practicing in the Southern District of California.) This survey is useful to show
21 that Class Counsel's rates are in line with the comparable rates of the defense counsel that
22 opposes these types of class claims, such as Mayer Brown noted above who is defense
23 counsel in cases currently being prosecuted by Class Counsel. In another example, Sheppard
24

25 ⁷ On June 15, 2023, Blumenthal Nordrehaug Bhowmik De Blouw LLP increased its rates to
26 track the Laffey Matrix with the appropriate 2% increase adjustment for the Southern
27 California area. A true and correct copy of the Laffey Matrix is attached hereto as Exhibit
28 #6. In looking at the firm billing for this matter, there are only fifteen entries billed in this
matter at these increased hourly rates.

1 Mullin Richter & Hampton, who is opposing counsel in many cases prosecuted by Class
2 Counsel (one of the most frequent opposing counsel), charges rates as high as \$875 for
3 partners and \$535 for associates. Similarly, Paul Hastings, another opposing counsel in these
4 types of cases, charges between \$900 and \$750 for partners and \$755 and \$335 for
5 associates. Thus, the rates charged by my firm for comparable work are less than these
6 examples and are therefore undoubtedly reasonable.

7 12. LWDA - The LWDA Notices sent to the LWDA are attached hereto as Exhibit
8 #7. In addition, the LWDA was served with this motion and the Settlement Agreement.

9 13. Settlement Administration – ILYM Group was selected as the Administrator
10 based upon their estimate. A true and correct copy of the Declaration of Lisa Mullins from
11 ILYM Group was filed in support of this motion, which includes the estimate provides for
12 Administration Expenses in the capped amount of \$14,550 for up to 2,400 aggrieved
13 employees. I have used ILYM successfully as the administrator in more than twenty prior
14 settlements in the last several years and know them to be competent and experienced.

15 14. Conflicts – Neither Plaintiffs nor my firm have any relationship with the
16 Administrator, nor any actual or potential conflicts of interest with Aggrieved Employees or
17 the LWDA.

18 15. Notice of Settlement – The Parties have prepared a Notice of Settlement to
19 accompany the checks mailed to the Aggrieved Employees. This form of Notice of
20 Settlement is attached hereto as Exhibit #8.

21
22 I declare under penalty of perjury under the laws of the State of California that the
23 foregoing is true and correct. Executed this 1st day of August, 2023, at San Diego,
24 California.

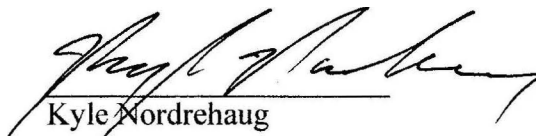
25
26 
27 Kyle Nordrehaug
28

EXHIBIT #1

PAGA SETTLEMENT AGREEMENT

This Private Attorneys' General Act Settlement Agreement ("PAGA Action Settlement Agreement" or "Agreement") is made by and between Plaintiffs Sharron Harville ("Harville"), (ii) Plaintiff Terrell Clark ("Clark"), and (iii) Defendants North FV LLC, FRC North One Paseo LLC, FRC North (Park Place) LLC, FRC North the Point LLC, and North Restaurants LLC ("North Italia" or "Defendants"). Harville, Clark, and North Italia are referred to collectively as the "Parties").

This Settlement memorializes the Agreement reached in the *Sharron Harville and Terrell Clark vs. North FV LLC; FRC North One Paseo LLC; FRC North (Park Place) LLC; and, FRC North the Point LLC*, San Diego County Superior Court Case No. 37-2021-000397-CU-OE-CTL ("PAGA Action"). This Agreement is part of a global resolution of claims asserted by Plaintiffs Harville and Clark, as well as current employee Matt Werner, in the following actions: *Sharron Harville vs. North FV LLC, et al.*, JAMS Case No. 1240024702 ("*Harville Arbitration*"); *Terrell Clark vs. North FV LLC, et al.*, JAMS Case No. 1240024703 ("*Clark Arbitration*"); and former North Italia employee's Matthew Werner's pre-litigation demand for individual and representative claims ("*Werner Pre-Litigation Demand*") (collectively, "the Related Actions").

The maximum settlement amount for a global resolution of the PAGA Action, as well as the Related Actions, totals no more than \$990,000.00. The maximum amount for the PAGA Action amounts to no more than \$900,000.00, subject to the terms and conditions set forth below in this Agreement.

1. DEFINITIONS.

1.1. "Administrator" means ILYM Group, the neutral entity the Parties have mutually agreed to appoint to administer the Settlement.

1.2. "Aggrieved Employee(s)" means all current and former non-exempt employees who worked for North Italia in California during the PAGA Period. The Aggrieved Employees shall not include any individuals who previously settled or released the claims covered by the PAGA Action Settlement, or any individuals who previously were paid or received awards through civil or administrative actions for the claims covered by the PAGA Action Settlement. Aggrieved Employees may not object or opt out of the PAGA Action Settlement.

1.3. "Aggrieved Employee Data" means Aggrieved Employee identifying information in North Italia's possession including the Aggrieved Employee's name, last-known mailing address, Social Security number, and number of PAGA Pay Periods.

1.4. "Aggrieved Employee Address Search" means the Administrator's investigation and search for current Aggrieved Employee mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Aggrieved Employees.

1.5. “Approval Order” means the proposed Court Order Granting Approval of the PAGA Settlement.

1.6. “Administration Expenses Payment” means the amount of Administrator that will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses, in accordance with the Administrator’s “not to exceed” bid, in the amount of \$16,000.

1.7. “Court” means the Superior Court of California, County of San Diego.

1.8. “Defendants” or “North Italia” means named Defendants North FV LLC, FRC North One Paseo LLC, FRC North (Park Place) LLC, FRC North the Point LLC, and North Restaurants LLC.

1.9. “Defense Counsel” means Kimberly Talley, Joanna MacMillan, and Kelsey Link of Constangy, Brooks, Smith & Prophete, LLP.

1.10. “Effective Date” means the latest of the following dates: (1) the date the Court enters an order dismissing the PAGA Action; (2) sixty-five (65) days after the Court enters an order approving the PAGA Action Settlement; or (3) if the LWDA files an objection to this PAGA Action Settlement, the date there is a final resolution of the objection or appeal. In the event that: (i) the Court does not approve the PAGA Action Settlement; or (ii) the Effective Date does not occur for any other reason, then this Settlement will be null and void in its entirety, and the Parties will be restored to their respective positions. Should this occur, North Italia will be under no obligation to fund any part of the PAGA Action and/or Global Settlement reached in the Related Actions.¹

1.11. “Gross Settlement Amount” means \$900,000.00, which is the total amount North Italia agrees to pay for the PAGA Action Settlement, except as provided in Paragraph 8 below. The Gross Settlement Amount is comprised of the Individual PAGA Payments, the LWDA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and Administrator’s Expenses Payment.

1.12. “Individual PAGA Payment(s)” means the Aggrieved Employee’s pro rata share of 25% of the Net Settlement Amount calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period.

1.13. “Judgment” means the judgment entered by the Court based upon the Approval Order. The Judgment will have res judicata effect as to the Released Claims for all Aggrieved Employees, who will have no right to opt-out of this Settlement.

1.14. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699(i).

¹ In other words, if the Effective Date does not occur for any of the reasons set forth in Paragraph 1.10 above, North Italia is under no obligation to fund any part of the settlement apportioned to the release of all claims asserted in the PAGA Action, *Harville* Action, *Clark* Action, and the *Werner* Prelitigation Demand.

1.15. “LWDA Notice” or “Notice” means Plaintiff Sharron Harville’s May 7, 2020 letter to North Italia and the LWDA, as well as Plaintiffs Sharron Harville and Terrell Clark’s January 7, 2021 letter to North Italia and the LWDA to provide notice of the PAGA Action pursuant to Labor Code section 2699.3(a).

1.16. “LWDA PAGA Payment” refers to the 75% of the Net Settlement Amount paid to the LWDA under Labor Code section 2699(i).

1.17. “Net Settlement Amount” means the Gross Settlement Amount minus the following payments in the amounts approved by the Court: PAGA Counsel Attorneys’ Fees, PAGA Counsel Attorney Expenses, and the Claim Administration Expenses. The LWDA Payment shall comprise seventy-five percent (75%) of the Net Settlement Amount, and the Individual PAGA Payments to the Aggrieved Employees shall comprise the remaining twenty-five percent (25%) of the Net Settlement Amount (collectively, “PAGA Penalties”).

1.18. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698 *et seq.*).

1.19. “PAGA Action” refers to Plaintiffs Harville and Clark’s PAGA lawsuit that asserts alleged wage and hour violations against North Italia captioned *Sharron Harville and Terrell Clark vs. North FV LLC; FRC North One Paseo LLC; FRC North (Park Place) LLC; and, FRC North the Point LLC*, Case No. 37-2001-000397-CU-OE-CTL, initiated on January 5, 2021 and pending in Superior Court of the State of California, County of San Diego.

1.20. “PAGA Counsel” means the law firm of Blumenthal Nordrehaug Bhowmik De Blouw LLP (“BNBD”), which was retained to represent Plaintiffs Harville and Clark in the PAGA Action, as well as in the Related Actions.

1.21. “PAGA Counsel Fees Payment” and “PAGA Counsel Litigation Expenses Payment” means the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute this Action and the Related Actions.

1.22. “PAGA Representatives” means the designation of Plaintiffs Sharron Harville and Terrell Clark as the representatives of the PAGA Action for purposes of this Settlement only.

1.23. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.

1.24. “PAGA Period” means the period from November 1, 2019 to February 21, 2023, subject to modification according to Paragraph 8 below.

1.25. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated as follows: (1) 25% to the Individual PAGA Payments; (2) 75% to the LWDA PAGA Payment.

1.26. “PAGA Settlement” refers to the settlement of the PAGA Action.

1.27. “Plaintiffs” means Sharron Harville and Terrell Clark, the named Plaintiffs who initiated the PAGA Action.

1.28. “Related Actions” refers to the *Harville* Arbitration, *Clark* Arbitration, and the *Werner* Pre-Litigation Demand.

1.29. “Released PAGA Claims” means the claims being released by the Plaintiffs and PAGA Counsel, as described in Paragraph 5 below.

1.30. “Released Parties” collectively refers to (i) North Italia (i.e., Defendants North FV LLC, FRC North One Paseo LLC, FRC North (Park Place) LLC, FRC North the Point LLC, and North Restaurants LLC; (ii) North Italia’s past, present, and future direct and indirect parents, subsidiaries and affiliated entities; (iii) North Italia’s past, present, and future shareholders, directors, officers, agents, attorneys, insurers, members, partners, managers, contractors, agents, consultants, representatives, administrators, fiduciaries, benefit plans, transferees, predecessors, successors and assigns of any of the foregoing; and (iv) any individual or entity which could be held to be jointly liable or acted in concert with any of the foregoing.

1.31. “Global Settlement” means the disposition of the PAGA Action and Related Actions. The specific terms and conditions governing the release of all claims in the Related Actions are set forth in three separate long-form settlement agreements, as well as a Memorandum of Understanding executed by the Parties on or about March 10, 2023.

2. RECITALS.

2.1. On January 7, 2021, Plaintiffs provided timely written notice to North Italia and the LWDA by filing and serving a First Amended LWDA Notice pursuant to Labor Code section 2699.3(a).

2.2. On January 5, 2021, Plaintiffs commenced the PAGA Action by filing a class and representative action Complaint that asserted various wage-and-hour claims, as well as several individual employment law claims. On April 23, 2021, Plaintiffs requested dismissal of all class claims and individual claims asserted in the Complaint, so that only a single cause of action under PAGA remained.

2.3. On April 23, 2021, North Italia filed an Answer to Plaintiffs’ Complaint. In its Answer, North Italia denied generally and specifically all violations asserted under PAGA in Plaintiffs’ Complaint.

2.4. On April 26, 2021, Court granted Plaintiffs’ request for dismissal of all class and individual claims without prejudice.

2.5. On or about June 30, 2021, Plaintiffs initiated the *Harville* Arbitration and *Clark* Arbitration Actions with regard to their individual employment law claims.

2.6. On May 31, 2022 and on November 18, 2022, the Parties participated in mediation to settle the PAGA Action, as well as the Related Actions (i.e., *Harville* Arbitration, *Clark* Arbitration, and *Werner* Prelitigation Demand). Both sessions were presided over by an experienced wage-and-hour mediator, David Rotman, Esq.

2.7. Throughout the pendency of the PAGA Action and Related Actions, the Parties engaged in extensive informal discovery of documents and information for settlement purposes, including in connection with mediation.

2.8. On April 24, 2023, Plaintiffs served a Second Amended LWDA Notice. As part of this Settlement, Plaintiffs are filing a First Amended Complaint, which asserts the following claims for civil penalties under PAGA for the following alleged violations: failure to provide meal periods; failure to provide premium payments at the correct regular rate of compensation for non-compliant meal and rest periods; failure to pay minimum wages; failure to pay overtime and doubletime wages; failure to include bonuses in the regular rate of compensation; failure to provide split shift pay; failure to provide reporting time pay; failure to provide suitable seating; failure to preserve all employee payroll records; failure to provide accurate itemized wage statements; failure to reimburse for necessary business expenses; failure to timely pay wages during employment; and failure to timely pay wages upon termination. This includes, but is not limited to, violations under California Labor Code sections 201-204, 210, 221, 222.5, 226, 226.3, 226.7, 351, 510, 512, 558, 1174, 1194, 1194.1, 1194.2, 1197, 1197.1, 1198 and 2802, as well as California Code of Regulations, Title 8, section 11040 subdivisions 5(A)-(B) and 14.

2.9. The First Amended Complaint is the operative complaint in the PAGA Action (“Operative Complaint”). North Italia denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in in the Operative Complaint and denies any and all liability for the causes of action alleged. Besides the PAGA Action and Related Actions, the Parties, PAGA Counsel and Defense Counsel represent that they are not aware of any other pending matters or actions asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS.

3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below, North Italia promises to pay \$900,000.00 and no more as the Gross Settlement Amount for the settlement of the PAGA Action, which includes the maximum amount of the payments Plaintiffs will request the Court to award, as set forth in Paragraph 3.2.1 of this Agreement. Under no condition shall North Italia’s aggregate liability exceed the Gross Settlement Amount in connection with the PAGA Action Settlement, subject to modification according to Paragraph 8 below. North Italia has no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 4.3 of this Agreement, nor shall North Italia have the obligation to segregate the funds comprising the Gross Settlement Amount. North Italia shall also retain exclusive authority over, and the responsibility for, those funds until payment of the Gross Settlement Amount to the Administrator. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant or any of the Released Entities.

3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Approval Order:

3.2.1. To PAGA Counsel: A PAGA Counsel Fees Payment of not more than 33.33 % of the Gross Settlement Amount (i.e., \$299,997.00) and PAGA Counsel Litigation Expenses Payment in the amount documented in PAGA Counsel's billing statement, not to exceed \$22,000. North Italia will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. Plaintiffs and/or PAGA Counsel will file an application or motion for approval of the PAGA settlement that includes a request for approval of the PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment in the Action. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Entities shall have no liability to PAGA Counsel or any other Plaintiff's Counsel arising from any claim to any portion any PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment.

3.2.2. To the Administrator: An Administrator Expenses Payment not to exceed \$16,000 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than \$16,000, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.4. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of not less than \$562,003 to be paid from the Gross Settlement Amount, with 75% (\$421,502.25) allocated to the LWDA PAGA Payment and 25% (\$140,500.75) allocated to the Individual PAGA Payments.

3.2.4.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$140,500.75) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods.

3.2.4.2. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Aggrieved Employee Pay Periods. Based on a review of its records, North Italia estimates there are approximately 2,200 Aggrieved Employees who worked a total 62,000 PAGA Pay Periods through February 21, 2023.

4.2. Aggrieved Employee Data. Within 14 calendar days of the Effective Date, North Italia will deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel

spreadsheet. To protect Aggrieved Employee' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. North Italia has a continuing duty to immediately notify PAGA Counsel if it discovers that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which North Italia must send the Aggrieved Employee Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.

4.3. Funding of Gross Settlement Amount. North Italia shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than 21 calendar days after the Effective Date.

4.4. Payments from the Gross Settlement Amount. Within 14 days after North Italia funds the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the PAGA Counsel Expenses Payment. Disbursement of the PAGA Counsel Litigation Expenses Payment shall not precede disbursement of Individual PAGA Payments.

4.4.1. The Administrator will issue checks for the Individual PAGA Payments and send them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. Before mailing any checks, the Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.4.2. The Administrator must conduct an Aggrieved Employee Address Search for all Aggrieved Employees whose checks are returned undelivered without USPS forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Aggrieved Employee Address Search. The Administrator need not take further steps to deliver checks to Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Aggrieved Employee whose original check was lost or misplaced, requested by the Aggrieved Employee prior to the void date.

4.4.3. For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee. Aggrieved Employees to whom Individual PAGA Payment checks are resent after having been returned undeliverable to the Administrator shall have an

additional fourteen (14) calendar days beyond the one hundred and eighty (180) day check expiration date set forth in Paragraph 4.4.1.

4.4.4. The payment of Individual PAGA Payments shall not obligate North Italia to confer any additional benefits or make any additional payments to the Aggrieved Employees (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. RELEASES OF CLAIMS. Effective on the date when North Italia fully funds the entire Gross Settlement Amount, Plaintiffs will release claims against all Released Entities as follows:

5.1. Plaintiffs' Release. Plaintiffs and their respective former and present spouses, representatives, agents, attorneys (including PAGA Counsel), heirs, administrators, successors, and assigns generally, release and discharge Released Entities from any and all actions, causes of action, obligations, costs, expenses, damages, losses, claims, liabilities, suits, debts, demands, and benefits (including attorneys' fees and costs), of whatever character, in law or in equity, known or unknown, suspected or unsuspected, matured or unmatured, of any kind or nature whatsoever, based on any act, omission, event, occurrence, or nonoccurrence from the beginning of time to the date of execution hereof, including but not limited to any claims or causes of action arising out of or in any way relating to Plaintiffs' employment or which have been or could have been made in the Action. These claims include, but are not limited to, claims arising under or for violation of any local, state, federal, or other governmental statute, regulation or ordinance, as amended, or any public policy expressed in any such statute, regulation, or ordinance, including, without limitation, the following: Title VII of the Civil Rights Act of 1964 as amended (race, color, religion, sex (including pregnancy and sexual harassment), and national origin discrimination); 42 U.S.C. §1981 (discrimination in the making and enforcement of contracts, the Federal and California Equal Pay Acts (29 U.S.C. §206(d)(1)); the Fair Labor Standards Act and California Labor Code; the California Fair Employment and Housing Act (*California Govt. Code §12940 et seq.*); the Civil Rights Act of 1991; the Americans with Disabilities Act; the Family Medical Leave Act; the California Family Rights Act; the False Claims Act, California Business & Professions Code § 17200 *et seq.*; the Employee Retirement Income Security Act of 1974 (29 U.S.C. § 1001 *et seq.*) ("ERISA") to the extent permitted by law. Plaintiffs acknowledge that Plaintiffs may discover facts or law different from, or in addition to, the facts or law that Plaintiffs now know or believe to be true but agree, nonetheless, that Plaintiffs' Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiffs' discovery of them.

5.1.1 Plaintiffs' Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiffs' Release, Plaintiffs expressly waive and relinquish the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

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.

5.2. Release by Aggrieved Employees: In accordance with *Arias v. Superior Court*, 46 Cal.4th 969 (2009), a judgment in “a representative action brought by an aggrieved employee under the Labor Code Private Attorneys General Act of 2004 . . . is binding not only on the named employee plaintiff but also on government agencies and any aggrieved employee not a party to the proceeding,” which the Judgment shall so reflect. All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Entities from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and Plaintiffs’ Second Amended LWDA Notice that occurred during the PAGA Period, which includes all claims for civil penalties under PAGA for the following violations: failure to provide meal periods; failure to authorize and permit rest periods; failure to provide premium payments at the correct regular rate of compensation for non-compliant meal and rest periods; failure to pay minimum wages; failure to pay overtime and doubletime wages; failure to include bonuses in the regular rate of compensation; failure to provide split shift pay; failure to provide reporting time pay; failure to provide suitable seating; failure to preserve all employee payroll records; failure to provide accurate itemized wage statements; failure to reimburse for necessary business expenses; failure to timely pay wages during employment; and failure to timely pay wages upon termination, during the PAGA Period. This includes violations under California Labor Code sections 201-204, 210, 221, 222.5, 226, 226.3, 226.7, 351, 510, 512, 558, 1174, 1194, 1194.1, 1194.2, 1197, 1197.1, 1198 and 2802, as well as California Code of Regulations, Title 8, section 11040 subdivisions 5(A)-(B) and 14.

5.3. Release by PAGA Counsel: PAGA Counsel is deemed to release on behalf of on behalf of themselves, and their present and former attorneys, employees, agents, successors and assigns, the Released Parties from all claims for fees and costs incurred in connection with the Operative Complaint and the facts stated in the Operative Complaint and the Second Amended LWDA Notice.

6. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT. The Parties agree to jointly prepare and file an application or motion for approval of this Settlement.

6.1. Plaintiffs’ Responsibilities. Plaintiffs will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor Code Section 2699(f)(2) including: (i) a draft proposed Order Granting Approval of PAGA Settlement, advocating the PAGA Settlement is fair, adequate, and reasonable, and North Italia shall not oppose such a motion provided PAGA Counsel sends a draft of the motion for approval to Defense Counsel allowing sufficient time for review and comment; (ii) a signed declaration from the Administrator attaching its “not to exceed” bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Aggrieved Employee Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Aggrieved Employees or the LWDA; and the nature and extent of any financial relationship with Plaintiffs, PAGA Counsel or Defense Counsel; (iii) a signed declaration from PAGA Counsel firm attesting

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

6.2. Responsibilities of PAGA Counsel. PAGA Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the application or motion for approval of this Settlement no later than 60 days after the full execution of this Agreement and, if necessary, obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion. PAGA Counsel is responsible for delivering the Court's Approval Order to the Administrator.

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

7. SETTLEMENT ADMINISTRATION.

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

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

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

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

8. AGGRIEVED EMPLOYEE SIZE ESTIMATES AND ESCALATOR CLAUSE. The Gross Settlement Amount was calculated based on the estimate that the Aggrieved Employees worked a total of 62,000 pay periods from November 1, 2019 to February 21, 2023. If the total

number of pay periods worked during the PAGA Period is 10% higher than 62,000 (i.e., 68,200 pay periods), then North Italia shall have the option to either: (1) shorten the PAGA Period so that the PAGA Period ends on the date that the pay period count totals 68,200; or (2) supplement the Gross Settlement Amount by an amount equal to the number of pay periods worked in excess of 40,700 pay periods multiplied by the per pay period value, as set forth in paragraph 3, above.

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

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

10. ADDITIONAL PROVISIONS.

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

10.2. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.

10.3. Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiffs and North Italia, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate

its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

10.4. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

10.5. No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.

10.6. No Tax Advice. Neither Plaintiffs, PAGA Counsel, North Italia, nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

10.7. Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approval by the Court.

10.8. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.

10.9. Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.

10.10. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

10.11. Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.

10.12. Use and Return of Aggrieved Employee Data. Information provided to PAGA Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the PAGA Data provided to PAGA Counsel by North Italia in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the Administrator discharges its obligation to pay out

of all Settlement funds, Plaintiff shall destroy all paper and electronic versions of Aggrieved Employee Data received from North Italia unless, prior to the Administrator's payment of all Settlement Funds, North Italia makes a written request to PAGA Counsel for the return, rather than the destructions, of Aggrieved Employee Data.

10.13. Nondisclosure and Nonpublication. PAGA Counsel shall not publicize the settlement on their website or in advertising/marketing materials. Plaintiffs and PAGA Counsel agree that they will not issue any press release or initiate any contact with the media about the fact, amount, or terms of the Settlement. If Plaintiffs or PAGA Counsel receive an inquiry about the Settlement from the media, they may respond only after the motion for approval of the Settlement is filed and only by confirming the accurate terms of the Settlement. Nothing in this paragraph shall prevent PAGA Counsel from referring to this case in a declaration establishing qualification as class or PAGA counsel in future cases, and nothing in this paragraph shall prevent North Italia from making any disclosure required by law.

10.14 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

10.15 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiffs:

Norman B. Blumenthal (SBN #068687)
Kyle R. Nordrehaug (SBN #205975)
BLUMENTHAL NORDREHAUG BLOWMIK DE BLOUW LLP
2255 Calle Clara
La Jolla, CA 92037
Telephone: (858) 551-1223
Email: kyle@bamlawca.com

To Defendants:

Kimberly Talley (SBN 146898)
Joanna E. MacMillan (SBN 281891)
Kelsey Link (SBN 326869)
CONSTANGY, BROOKS, SMITH & PROPHETE, LLP
2029 Century Park East, Suite 1100
Los Angeles, CA 90067
Telephone: (310) 909-7775

10.16 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one

and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

10.17 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

APPROVED BY:

Dated: Jul 23, 2023

Sharron Harville
Sharron Harville (Jul 23, 2023 11:11 PDT)

Sharron Harville, Plaintiff

Dated: Jul 19, 2023

Terrell L Clark
Terrell L Clark (Jul 19, 2023 12:20 PDT)

Terrell Clark, Plaintiff

Dated: 7/25/2023

[Please see signature below]

By: Defendants North FV LLC, FRC North
One Paseo LLC, FRC North (Park Place)
LLC, FRC North the Point LLC, and North
Restaurants LLC

Name: Sidney Greathouse
Title: VP Legal Services

Dated: 7/23/23

Kyle Nordrehaug
Kyle Nordrehaug, Counsel for Plaintiff

Dated: 7/25/2023

~~Joanna MacMillan, Counsel for Defendants~~
[Signature for above party – Sidney Greathouse for Defendants]

Dated: 7/27/2023

Joanna MacMillan, Counsel for Defendants

EXHIBIT #2

BLUMENTHAL NORDREHAUG

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

JULY 20, 2023

SHARRON HARVILLE

RE: NORTH ITALIA
FILE NUMBER: CA2104.001

ATTORNEY FEES

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
03/05/20	ND	REVIEW ORIGINAL INTAKE NOTES. LEGAL RESEARCH REGARDING RELATED LITIGATION IN STATE AND FEDERAL COURT. CALL WITH PLAINTIFF HARVILLE REGARDING FACTS FOR COMPLAINT.	3.00	850	2,550.00
03/15/20	ND	REVIEW AND ANALYZE ARBITRATION AGREEMENT. CALL WITH PLAINTIFF REGARDING THR FACTS SURROUNDING THE SIGNING OF THE AGREEMENT. LEGAL RESEARCH REGARDING PROCEDURAL AND SUBSTANTIVE UNCONSCIONABILITY.	3.50	850	2,975.00
04/05/20	ND	REVIEW AND ANALYZE WRONGFUL TERMINATION AND DFEH DISCRIMINATION CLAIMS. ANALYZE DOCS AND EMAILS PRODUCED BY PLAINTIFF HARVILLE. LEGAL RESEARCH REGARDING THE SAME AND STATUTE OF LIMITATIONS ISSUE FOR DFEH CLAIM.	3.90	850	3,315.00
04/16/20	ND	REVIEW PLAINTIFF HARVILLE'S EMPLOYMENT FILE. ANALYZE ALL PAY STATEMENTS. ANALYZE 226(A) VIOLATIONS. LEGAL RESEARCH REGARDING RECENT COURT OPINIONS FOR 226 CLAIMS. CONFERENCE WITH PLAINTIFF HARVILLE.	4.20	850	3,570.00
04/22/20	ND	BEGIN DRATFING COMPLAINT.	4.50	850	3,825.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
04/26/20	ND	DRAFT COMPLAINT. REVIEW AND REVISE WRONGFUL TERMINATION ALLEGATIONS.	3.40	850	2,890.00
05/04/20	ND	REVIEW REVISE COMPLAINT. SEND TO CLIENT FOR APPROVAL TO FILE. CALL WITH PLAINTFF REGARDING PROCESS OF LAWSUIT AND POTENTIAL MONETARY RECOVERY. REVIEW PAGA AND UNICOURT WEBSITES FOR PENDING LITIGATION.	3.00	850	2,550.00
05/06/20	ND	DRAFT INTERNAL CASE NOTES MEMO DETAILIGN FACTS AND CLAIMS.	2.00	850	1,700.00
05/07/20	ND	REVIEW PAY STUBS AND CASE FILE. REVIEW COMPLAINT. DRAFT PAGA NOTICE. ANALYZE SECRETARY OF STATE FOR MULTIPLE DEFENDANTS BUSINESS INFORMATION AND AGENTS FOR SERVICE OF PROCESS.	2.50	850	2,125.00
07/22/20	ND	REVIEW AND ANALYZE EMPLOYMENT FILE OF NEW REP PLAINTIFF CLARK. CONFERENCE WITH PLAINTIFF TO DISCUSS FACTS FOR COMPLAINT.	2.80	850	2,380.00
08/05/20	ND	REVIEW RETALIATION AND DFEH DISCRIMINATION CLAIMS. ANALYZE OFF THE CLOCK WORK CLAIMS AND ISSUES WITH MEAL BREAKS FOR PLAINTIFF CLARK. DRAFT AMENDED COMPLAINT ADDING PLAINTIFF CLARK.	4.20	850	3,570.00
08/11/20	ND	REVIEW AND REVISE COMPLAINT. SEND TO PLAINTFF CLARK FOR APPROVAL TO FILE. CALL TO DISCUSS PROCESS OF LAWSUIT AND POTENTIAL RECOVERY.	1.40	850	1,190.00
01/03/21	RE	REVIEW CASE NOTES/DAMAGE ANALYSIS	0.50	475	237.50
01/03/21	RE	REVIEW & ANALYZE EMPLOYEMENT FILE DOCUMENTS; 1198 RESPONSE.	2.50	475	1,187.50
01/05/21	RE	PREPARE SUMMONS AND CIVIL CASE COVER SHEET	0.60	475	285.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
01/05/21	RE	REVIEW AND EDIT CLASS ACTION COMPLAINT FOR FINAL; EDIT 203 CLAIM; CONFER W ND; DRAFT PAGA CAUSE OF ACTION; FINALIZE AND FORWARD TO ND.	3.75	475	1,781.25
01/05/21	RE	FINALIZE COMPLAINT PACKAGE; FILE CLASS ACTION COMPLAINT IN SAN DIEGO SUP. CT.	1.00	475	475.00
01/05/21	ND	ANALYZE PAGA NOTICES. REVIEW AND REVISE COMPLAINT ADDING PAGA COA. DISCUSS WITH R. EHMANN.	1.30	850	1,105.00
01/06/21	RE	REVIEW COURT RETURNED DOCUMENTS; MEMO TO FIRM RE CMC AND JUDICIAL ASSIGNMENT.	0.50	475	237.50
01/06/21	RE	UPLOAD COMPLAINT WITH PAGA CAUSE OF ACTION TO LWDA WEBSITE; SAVE CONFIRMATION.	0.40	475	190.00
01/07/21	ND	REVIEW CASE FILE. DRAFT AMENDED PAGA NOTICE LETTER. UPLOAD TO LWDA WEBSITE.	1.70	850	1,445.00
02/06/21	RE	PREPARE DOCUMENTS FOR SERVICE OF PROCESS; IDENTIFY REGISTERED AGENT FOR 4 DEFENDANTS; SEND OUT FOR SERVICE VIA KNOX	1.00	475	475.00
02/10/21	RE	FILE POS OF SUMMONS FOR 4 DEFENDANTS; CALCULATE DISCOVERY DEADLINES; MEMO TO FIRM	0.60	475	285.00
03/08/21	PM	TELEPHONIC CONFERENCE WITH COUNSEL FOR DEFENDANT; REVIEW ARBITRATION AGREEMENT SIGNED BY CLIENT; CONSULT KN RE ARBITRATION AGREEMENT.	0.50	550	275.00
03/19/21	PM	T/C WITH DEFENDANT'S ATTORNEYS RE ARB AGREEMENT AND MEDIATION; DRAFT CONFIRMATORY EMAIL; ADVISE AJB RE DISCUSSION.	1.00	550	550.00
03/19/21	VR	REVIEW COURT'S ORDERS, STATUS OF	1.00	495	495.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
15		DISCOVERY; REVIEW COMPLAINT; ADVISE PM AND KH			
03/26/21	PM	REVIEW AND REVISE STIPULATION FOR EXTENSION FOR DEFENDANT TO FILE ANSWER.	0.50	550	275.00
04/20/21	PM	REVIEW CASE STATUS AND CASE DOCUMENTS; TELEPHONIC CONFERENCE WITH COUNSEL FOR DEFENDANT; DRAFT AND SEND CONFIRMATORY EMAIL AFTER CONFERENCE CALL.	1.00	550	550.00
04/22/21 10	VR	DRAFT REQUEST TO DISMISS AND DECLARATION PURSUANT TO CRC 3.770; REVIEW STATUS OF CASE AND CORRESPONDENCE BETWEEN PARTIES; REVIEW ARB AGREEMENT	2.00	495	990.00
05/05/21	ND	REVIEW CASE FILE AND COURT DOCKET. REVIEW AND ANALYZE PAY ROLL AND TIME PUNCH DATA PRODUCED FOR MEDIATION PURPOSES. ANALYZE STATUS OF MULTIPLE ARBITRATIONS. PREPARE FOR MEDIATION.	4.50	850	3,825.00
05/07/21	ND	ANALYZE PAY STUB EXEMPLARS FOR OVERTIME AND 226 VIOLATIONS. LEGAL RESEARCH REGARDING CODE OF FEDERAL REGULATIONS FOR EXCLUSIONS FORM REGULAR RATE.	2.90	850	2,465.00
05/11/21	ND	RESEARCH PREVIOUS PAGA ONLY SETTLEMENTS WITH SIMILAR CLAIMS AND PAY PERIODS FOR MEDIATION VALUATION. CALL WITH THREE PLAINTIFFS FOR FACTS FOR MEDIATION BRIEF.	3.40	850	2,890.00
05/15/21	ND	ANALYZE 204 LATE PAYMENT OF WAGES CLAIMS. REVIEW COURT OPINIONS REGARDING THE SAME.	1.90	850	1,615.00
05/16/21	ND	REVIEW FACTS AND LAW. DBEGIN DRAFTING MEDIATION BRIEF.	4.50	850	3,825.00
05/17/21	ND	ANALYZE PAGA PERIOD	1.20	850	1,020.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		DEMOGRAPHICS. DRAFT MOU FOR MEDIATION.			
05/19/21	KH	DRAFT INITIAL DISCOVERY TO FOUR SEPARATE DEFENDANTS (SPECIAL INTERROGATORIES, SET ONE; REQUEST FOR PRODUCTION, SET ONE); DRAFT BELAIRE-WEST NOTICE.	2.20	250	550.00
05/19/21 17	VR	REVIEW & REVISE DISCOVERY REQUESTS; REVIEW CASE NOTES AND COMPLAINT; REVIEW CORRESPONDENCE BETWEEN THE PARTIES	3.00	495	1,485.00
05/20/21	KH	FINALIZE INITIAL DISCOVERY REQUESTS (SPECIAL INTERROGATORIES, SET ONE; REQUEST FOR PRODUCTION, SET ONE) TO ALL FOUR NAMED DEFENDANTS IN THE PAGA MATTER; PREPARE FOR E-SERVICE TO ALL COUNSEL.	0.80	250	200.00
05/25/21	ND	REVIEW AND ANALYZE EXPERT PENALTY REPORT. ANALYZE NOTES AND ASSUMPTIONS. START COMPILING EXHIBITS TO MEDIATION BRIEF. PREPARE FOR MEDIATION.	2.50	850	2,125.00
06/18/21	KH	COMPILE AND BATES NUMBER PLAINTIFF DOCUMENTS IN PREPARATION FOR PRODUCTION.	0.30	250	75.00
06/18/21	CJ	EVALUTE ALL CLIENT DOCS, COMPILE, CREATE EXHIBIT BOOK FOR MEDIATION	2.00	475	950.00
06/18/21	CJ	EVALUATE CASE AND CLAIMS, DRAFT MEDIATION DATA DEMAND TO OPC	1.00	475	475.00
06/22/21 15	VR	REVIEW STATUS OF MEET AND CONFER AND COURT'S ORDERS RE CMC; REVIEW CORRESPONDENCE; FOLLOW UP	0.50	495	247.50
06/24/21 06	VR	CORRESPONDENCE TO DEFENDANT RE STATUS OF CASE AND MEET AND CONFER; REVIEW CASE NOTES AND PREPARE FOR MEET AND CONFER	1.00	495	495.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
06/29/21 12	VR	TELEPHONE CONFERENCE WITH DEFENDANT RE CMC AND MEDIATION, STATUS OF CASE; ADVISE PM; PREP	1.00	495	495.00
06/29/21 10	VR	DRAFT STIPULATION TO STAY ACTION; CMC STATEMENT; REVIEW CASE HISTORY AND MEDIATION AGREEMENT; REVIEW DISCOVERY DEMANDS	2.50	495	1,237.50
06/30/21	KH	FINALIZE CASE MANAGEMENT STATEMENT WITH UPDATED PROOF OF SERVICE; PREPARE FOR SUBMISSION TO COURT WITH E-SERVICE ON ALL COUNSEL.	0.50	250	125.00
07/07/21 17	VR	REVIEW & REVISE STIPULATION REGARDING STAY PENDING MEDIATION; REVIEW DISCOVERY STATUS AND DEADLINES	1.00	495	495.00
07/07/21	PM	REVIEW CLIENT DOCUMENTS AND ANALYZE CLAIMS AND FACTUAL ISSUES; REVIEW DEF. REVISIONS TO STIPULATION TO STAY ACTION PENDING MEDIATION; ADVISE VR RE THE SAME.	0.50	550	275.00
07/07/21 17	VR	REVIEW & REVISE STIPULATION; CORRESPONDENCE TO DEFENDANT	1.20	495	594.00
07/16/21	CJ	RESEARCH CASE IN PREPARATION FOR APPEARING AT CMC, STIP SIGNED PER ROA, CMC VACATED	0.50	475	237.50
12/17/21	JH	CORRESPONDENCE FROM DEFENSE COUNSEL RE MEDIATION DATA REQUEST; DISCUSS WITH PM	0.30	550	165.00
01/13/22	AJB	PREP AND APPEAR FOR CALL W/ DEFENSE ATTORNEY RE MEDIATION. REVIEW FILE AND PREP FOR MEDIATION.	4.00	725	2,900.00
01/19/22	JH	FURTHER ASSESS ARB AGREEMENTS FOR PAGA CARVE OUT; ADVISE TEAML CONFER WITH KN	1.00	550	550.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
01/31/22	PM	REVIEW CLIENT DOCUMENTS AND ANALYZE ARB AGREEMENT.	0.50	550	275.00
02/24/22	AR	MULTIPLE CORRESPONDENCE REGARDING STATUS CONFERENCE; REVIEW FILE AND PRIOR PLEADINGS FOR STATUS OF MATTER; DRAFT FOLLOW UP CORRESPONDENCE.	0.50	475	237.50
02/28/22	PM	REVIEW STATUS OF ACTION; DRAFT JOINT STATUS CONFERENCE REPORT.	0.75	550	412.50
03/01/22	KH	REVIEW/REVISE JOINT STATUS REPORT; FINALIZE WITH UPDATED PROOF OF SERVICE; PREPARE FOR SUBMISSION TO COURT WITH E-SERVICE ON ALL COUNSEL.	0.60	250	150.00
03/03/22	AR	REVIEW STIPULATION AND ORDER; DRAFT CORRESPONDENCE WITH PM REGARDING STATUS OF MEDIATION AND OSC RE DISMISSAL.	0.50	475	237.50
03/03/22	CJ	EVALUATE APPEARANCE FOR TOMORROW'S CMC/ OSC, RESEARCH STATUS OF CASE, ADN EVALUATE OSC ISSUE	1.00	475	475.00
03/04/22	CJ	PREPARE FOR AND APPEAR AT CMC WITH COURT	1.25	475	593.75
03/28/22	CJ	RESEARCH STATUS OF THE CASE ADN CLAIMS, REVISE MEDAITION DATA AND DOCUMENT DEMAND (PREVIOUSLY PREPARED) - EVALUATE ALL DOCUMETNS IN FILE AND ANALYZE EXHIBIT BOOK	1.50	475	712.50
04/06/22	SP	DISCUSSED CASE WITH CLIENT. CORRESPONDED WITH COUNSEL RE: MISSING DOCUMENTS.	0.50	550	275.00
04/15/22	CJ	ANALYZE DOCUMETNS AND DATA PRODUCED BY DEF IN PREP FOR MEDAITION, SEND CORRESPONDENCE TO OPC RE STATUS OF OUTSTANDING RECORDS NEEDED	0.50	475	237.50
04/25/22	CJ	EVALUATE ARB AGREEMETN FOR	0.50	475	237.50

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		PAGA CARVE OUT, ADVISE AJB			
04/28/22	CJ	T/C WITH OPC, MEMORILAIIZE AND ANNOTATE RE SAME	1.00	475	475.00
05/09/22	CJ	CONTINUE EVALUATION OF OPC POSITIONS RE MEDAITION DOCS, RESEARCH TOO STEFAN AND ADVISE OPC	0.50	475	237.50
05/09/22	SB	SPEAK WITH CLIENT IN ADVANCE OF MEDIATION, ANALYZE CLAIMS, ADVISE AJB	2.40	325	780.00
05/11/22	SB	ADD INDIVIDUAL CLAIMS TO CASE NOTES, CALCULATE INDIVIDUAL DAMAGES, ADVISE AJB	2.80	325	910.00
05/23/22	AJB	REVIEW NI000001-NI000193 - CONFIDENTIAL - PRE-MEDIATION INFORMAL PRODUCTION(8257753.3). DRAFT MEDIATION BRIEF.	6.00	725	4,350.00
05/24/22	JH	REVIEW/ANALZYIE DOCS IN FILE; ADVISE AJB	2.00	550	1,100.00
05/25/22	RE	REVIEW & ADVISE AJ RE MEDIATION BRIEF DRAFT; REVISE; PULL EXHIBITS; SEND LATEST DRAFT TO AJ TO FINALIZE	1.70	475	807.50
05/25/22	PM	REVIEW CASE DOCUMENTS AND ANALYZE.	0.50	550	275.00
05/25/22	KH	REVIEW/COMPILE/ORGANIZE CLIENT DOCUMENTS; BATES NUMBER IN PREPARATION FOR SERVICE.	0.70	250	175.00
05/26/22	AJB	FINALIZE MEDIATION BRIEF. ORGANIZE EXHIBITS. FILE. PREP FOR MEDIATION.	10.00	725	7,250.00
05/27/22	SB	PREPARE FOR MEDIATION, REVIEW AND ANALYZE MEDIATION BRIEF, ADVISE AJB	2.80	325	910.00
05/31/22	JH	REVIEW/ANALYZE MEDIATION BRIEF; ADVISE AJ B RE INDIVIDUAL CLAIMS	0.80	550	440.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
05/31/22	AJB	PREP AND APPEAR FOR MEDIATION.	10.00	725	7,250.00
06/08/22	KH	DRAFT INITIAL DISCOVERY TO ALL DEFENDANTS: FORM INTERROGATORIES - EMPLOYMENT LAW; SPECIAL INTERROGATORIES (INCLUDING DRAFT BELAIRE-WEST NOTICE); REQUEST FOR PRODUCTION; REQUEST FOR ADMISSIONS; NOTICE OF TAKING DEPOSITION OF DEFENDANT; PROOF OF SERVICE.	1.70	250	425.00
06/08/22	CJ	REVIEW ADN REVISE SET ONE DISCOVERY TO SERVE TO DEF, ADD PREMIUMS AND COVID CHECKS	1.50	475	712.50
06/10/22	AJB	REVIEW CORR FROM MEDIATOR. RESPOND TO CORR FROM MEDIATOR FOR SECOND DAY SCHEDULING. ANALYZE NEXT STEPS TO LITIGATE CASE.	2.00	725	1,450.00

TOTAL BILLED HOURS

A.J.BHOWMIK	32.00 hr @ 725.00	\$ 23,200.00
ANDREW RONAN	1.00 hr @ 475.00	\$ 475.00
CHARLOTTE JAMES	11.25 hr @ 475.00	\$ 5,343.75
JEFF HERMAN	4.10 hr @ 550.00	\$ 2,255.00
KARLA HORNE	6.80 hr @ 250.00	\$ 1,700.00
NICK DEBLOUW	62.30 hr @ 850.00	\$ 52,955.00
PIYA MUKHERJEE	5.25 hr @ 550.00	\$ 2,887.50
RICO EHMANN	12.55 hr @ 475.00	\$ 5,961.25
SCOTT BLUMENTHAL	8.00 hr @ 325.00	\$ 2,600.00
SERGIO PUCHE	0.50 hr @ 550.00	\$ 275.00
VICTORIA RIVAPALACIO	13.20 hr @ 495.00	\$ 6,534.00

TOTAL PROFESSIONAL SERVICES

156.95

\$104,186.50

COSTS ADVANCED

05/12/20	PAGA NOTICE FEE.	75.00
01/06/21	FILING FEE.	1,494.36
02/10/21	FILING FEE	12.00
02/13/21	FILING FEE	38.50

<u>DATE</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
02/27/21	MESSENGER - KNOX	294.00
04/28/21	FILING VIA ONELEGAL	40.15
05/07/21	FILING VIA ONELEGAL	16.47
05/28/21	MEDIATION FEES - JEFF ROSS.	9,000.00
06/30/21	FILING VIA ONELEGAL	12.35
07/13/21	COURT CALL - APPEARANCE FEE	94.00
07/16/21	SAN DIEGO DOCKET DOWNLOAD	5.00
02/01/22	MEDIATION FEE REFUND - JEFF ROSS.	-9,000.00
03/01/22	ONE LEGAL FILING FEE	12.35
03/22/22	MEDIATION FEES - DAVID ROTMAN.	13,250.00
06/07/22	BERGER CONSULTING GROUP	<u>4,062.50</u>
	TOTAL COSTS ADVANCED	<u>\$ 19,406.68</u>
TOTAL CURRENT CHARGES		<u>\$123,593.18</u>

EXHIBIT #3

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Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
08/09/2022		Prepare for and conduct T/c with OPC re discovery 	CA2104 North Italia [NORTH FV LLC; FRC NORTH ONE PASEO LLC; FRC NORTH (PARK PLACE) LLC; FRC NORTH THE POINT LLC]	Charlotte James	1.00h	\$475.00	-	\$475.00
08/10/2022		Legal research re Def. issues regarding amended PAGA notice; strategize re CMC appearance and advise team. 	CA2104 North Italia [NORTH FV LLC; FRC NORTH ONE PASEO LLC; FRC NORTH (PARK PLACE) LLC; FRC NORTH THE POINT LLC]	Piya Mukherjee	1.50h	\$550.00	-	\$825.00
08/11/2022		Strategize re discovery dispute. 	CA2104 North Italia [NORTH FV LLC; FRC NORTH ONE PASEO LLC; FRC NORTH (PARK PLACE) LLC; FRC NORTH THE POINT LLC]	Piya Mukherjee	0.50h	\$550.00	-	\$275.00
08/12/2022		Evaluate Joint Report, make further redlines to report, research Arias and Williams 	CA2104 North Italia [NORTH FV LLC; FRC NORTH ONE PASEO LLC; FRC NORTH (PARK PLACE) LLC; FRC NORTH THE POINT LLC]	Charlotte James	1.50h	\$475.00	-	\$712.50
08/12/2022		Advise PM re edits, sett to OPC 	CA2104 North Italia [NORTH FV LLC; FRC NORTH ONE PASEO LLC; FRC NORTH (PARK PLACE) LLC; FRC NORTH THE POINT LLC]	Charlotte James	0.50h	\$475.00	-	\$237.50
08/17/2022		Research status of case and claims; determine next steps in	CA2104 North Italia [NORTH FV	Charlotte James	0.75h	\$475.00	-	\$356.25
					142.80h		\$0.00 0.00h	\$95,364.25 142.80h

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Activities Export

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Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
		light of second mediation scheduled 	LLC; FRC NORTH ONE PASEO LLC; FRC NORTH (PARK PLACE) LLC; FRC NORTH THE POINT LLC]					
08/19/2022		Analyze case and claims in preparation for CMC, appear at CMC, memorialize to firm 	CA2104 North Italia [NORTH FV LLC; FRC NORTH ONE PASEO LLC; FRC NORTH (PARK PLACE) LLC; FRC NORTH THE POINT LLC]	Charlotte James	1.50h	\$475.00	-	\$712.50
08/24/2022		Review/analyze mediation confirmation letter. Prep for mediation. 	CA2104 North Italia [NORTH FV LLC; FRC NORTH ONE PASEO LLC; FRC NORTH (PARK PLACE) LLC; FRC NORTH THE POINT LLC]	AJ Bhowmik	2.00h	\$725.00	-	\$1,450.00
08/24/2022		Review all discovery deadlines, history of discovery, and craft correspondence to OPC re same 	CA2104 North Italia [NORTH FV LLC; FRC NORTH ONE PASEO LLC; FRC NORTH (PARK PLACE) LLC; FRC NORTH THE POINT LLC]	Charlotte James	0.50h	\$475.00	-	\$237.50
08/30/2022		Analyze case and claims, review and evaluate mediation brief from previous mediation 	CA2104 North Italia [NORTH FV LLC; FRC NORTH ONE PASEO LLC; FRC NORTH (PARK PLACE) LLC; FRC NORTH THE POINT LLC]	Charlotte James	1.50h	\$475.00	-	\$712.50
08/30/2022		Analyze Def's docs and update exhibit book 	CA2104 North Italia [NORTH FV LLC; FRC NORTH ONE PASEO LLC; FRC NORTH	Charlotte James	1.50h	\$475.00	-	\$712.50
					142.80h		\$0.00 0.00h	\$95,364.25 142.80h

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Activities Export

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Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
			(PARK PLACE) LLC; FRC NORTH THE POINT LLC]					
08/30/2022		Draft updated demand for mediation data and docs, advise AJB, serve 	CA2104 North Italia [NORTH FV LLC; FRC NORTH ONE PASEO LLC; FRC NORTH (PARK PLACE) LLC; FRC NORTH THE POINT LLC]	Charlotte James	1.00h	\$475.00	-	\$475.00
10/04/2022		Analyze documents received to date by Def and determine timing for production for pre mediation, correspond with OPC re same 	CA2104 North Italia [NORTH FV LLC; FRC NORTH ONE PASEO LLC; FRC NORTH (PARK PLACE) LLC; FRC NORTH THE POINT LLC]	Charlotte James	0.75h	\$475.00	-	\$356.25
10/12/2022		Review intake notes from third rep Werner. Analyze employment file for claims. Conference with Plaintiff to discuss status of case and claims. 	CA2104 North Italia [NORTH FV LLC; FRC NORTH ONE PASEO LLC; FRC NORTH (PARK PLACE) LLC; FRC NORTH THE POINT LLC]	Nicholas De Blouw	2.10h	\$850.00	-	\$1,785.00
11/01/2022		Evaluate documents received to date, follow up with OPC re pre mediation documents and data 	CA2104 North Italia [NORTH FV LLC; FRC NORTH ONE PASEO LLC; FRC NORTH (PARK PLACE) LLC; FRC NORTH THE POINT LLC]	Charlotte James	0.25h	\$475.00	-	\$118.75
11/10/2022		Review docs in file; advise AJB re mediation brief, particularly with respect to individual claims pending 	CA2104 North Italia [NORTH FV LLC; FRC NORTH ONE PASEO LLC; FRC NORTH (PARK PLACE) LLC; FRC NORTH THE POINT LLC]	Jeffrey Herman	1.50h	\$750.00	-	\$1,125.00
					142.80h		\$0.00 0.00h	\$95,364.25 142.80h 7/18

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Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
11/11/2022		Prepare for mediation, review and analyze mediation brief, advise AJB 	CA2104 North Italia [NORTH FV LLC; FRC NORTH ONE PASEO LLC; FRC NORTH (PARK PLACE) LLC; FRC NORTH THE POINT LLC]	Scott Blumenthal	2.60h	\$325.00	-	\$845.00
11/14/2022		Finalize and file mediation brief. 	CA2104 North Italia [NORTH FV LLC; FRC NORTH ONE PASEO LLC; FRC NORTH (PARK PLACE) LLC; FRC NORTH THE POINT LLC]	AJ Bhowmik	5.00h	\$725.00	-	\$3,625.00
11/15/2022		Review/analyze exposure analysis. Prep for mediation. 	CA2104 North Italia [NORTH FV LLC; FRC NORTH ONE PASEO LLC; FRC NORTH (PARK PLACE) LLC; FRC NORTH THE POINT LLC]	AJ Bhowmik	3.00h	\$725.00	-	\$2,175.00
11/18/2022		Prep and appear for mediation. 	CA2104 North Italia [NORTH FV LLC; FRC NORTH ONE PASEO LLC; FRC NORTH (PARK PLACE) LLC; FRC NORTH THE POINT LLC]	AJ Bhowmik	10.00h	\$725.00	-	\$7,250.00
11/18/2022		Attend mediation 	CA2104 North Italia [NORTH FV LLC; FRC NORTH ONE PASEO LLC; FRC NORTH (PARK PLACE) LLC; FRC NORTH THE POINT LLC]	Scott Blumenthal	2.60h	\$325.00	-	\$845.00
11/21/2022		Review/revise and circulate mediator's proposal. Review/	CA2104 North Italia [NORTH FV	AJ Bhowmik	2.00h	\$725.00	-	\$1,450.00
					142.80h		\$0.00 0.00h	\$95,364.25 142.80h 8/18

Activities Export

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Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
		analyze Court filings. ● Unbilled	LLC; FRC NORTH ONE PASEO LLC; FRC NORTH (PARK PLACE) LLC; FRC NORTH THE POINT LLC]					
11/21/2022	🕒	Review and revise draft joint status report. ● Unbilled	CA2104 North Italia [NORTH FV LLC; FRC NORTH ONE PASEO LLC; FRC NORTH (PARK PLACE) LLC; FRC NORTH THE POINT LLC]	Piya Mukherjee	0.50h	\$550.00	-	\$275.00
11/23/2022	🕒	Review med proposal, Review docs, analyze. Advise AJ. ● Unbilled	CA2104 North Italia [NORTH FV LLC; FRC NORTH ONE PASEO LLC; FRC NORTH (PARK PLACE) LLC; FRC NORTH THE POINT LLC]	Norm Blumenthal	2.50h	\$795.00	-	\$1,987.50
12/02/2022	🕒	Review / analyze memo from team re CMC. Adjust calendar. Analyze progress of finalizing settlement. ● Unbilled	CA2104 North Italia [NORTH FV LLC; FRC NORTH ONE PASEO LLC; FRC NORTH (PARK PLACE) LLC; FRC NORTH THE POINT LLC]	AJ Bhowmik	1.00h	\$725.00	-	\$725.00
12/02/2022	🕒	court appearance at CMC; prep; follow up ● Unbilled	CA2104 North Italia [NORTH FV LLC; FRC NORTH ONE PASEO LLC; FRC NORTH (PARK PLACE) LLC; FRC NORTH THE POINT LLC]	Victoria Rivapalacio	1.00h	\$495.00	-	\$495.00
12/02/2022	🕒	Evaluate case status in class and PAGA in preparation for hand off - annotate re same ● Unbilled	CA2104 North Italia [NORTH FV LLC; FRC NORTH ONE PASEO LLC; FRC NORTH	Charlotte James	0.75h	\$475.00	-	\$356.25
					142.80h		\$0.00 0.00h	\$95,364.25 142.80h 9/18

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Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
			(PARK PLACE) LLC; FRC NORTH THE POINT LLC]					
12/05/2022	🕒	Draft and circulate MOU. ● Unbilled	CA2104 North Italia [NORTH FV LLC; FRC NORTH ONE PASEO LLC; FRC NORTH (PARK PLACE) LLC; FRC NORTH THE POINT LLC]	AJ Bhowmik	3.00h	\$725.00	-	\$2,175.00
12/26/2022	🕒	Review MOU & email from NB re next steps/long form settlement agreement ● Unbilled	CA2104 North Italia [NORTH FV LLC; FRC NORTH ONE PASEO LLC; FRC NORTH (PARK PLACE) LLC; FRC NORTH THE POINT LLC]	Ricardo Ehmann	0.50h	\$475.00	-	\$237.50
12/26/2022	🕒	Review MOU for final, analyze, advise AJ. ● Unbilled	CA2104 North Italia [NORTH FV LLC; FRC NORTH ONE PASEO LLC; FRC NORTH (PARK PLACE) LLC; FRC NORTH THE POINT LLC]	Norm Blumenthal	2.50h	\$795.00	-	\$1,987.50
12/30/2022	🕒	Outline long form, analyze re approval issues. ● Unbilled	CA2104 North Italia [NORTH FV LLC; FRC NORTH ONE PASEO LLC; FRC NORTH (PARK PLACE) LLC; FRC NORTH THE POINT LLC]	Norm Blumenthal	3.00h	\$795.00	-	\$2,385.00
01/16/2023	🕒	Correspondence with Opposing Counsel: correspondence regarding discovery and deadlines; review status of settlement and terms of agreement ● Unbilled	CA2104 North Italia [NORTH FV LLC; FRC NORTH ONE PASEO LLC; FRC NORTH (PARK PLACE) LLC; FRC NORTH THE POINT LLC]	Victoria Rivapalacio	0.50h	\$495.00	-	\$247.50
					142.80h		\$0.00 0.00h	\$95,364.25 142.80h 10/18

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Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
01/17/2023		Receipt and Review of Correspondence: review correspondence with Defendant; review discovery and correspondence re discovery and dispute  Unbilled	CA2104 North Italia [NORTH FV LLC; FRC NORTH ONE PASEO LLC; FRC NORTH (PARK PLACE) LLC; FRC NORTH THE POINT LLC]	Victoria Rivapalacio	0.40h	\$495.00	-	\$198.00
01/17/2023		Review correspondences and strategize re discovery.  Unbilled	CA2104 North Italia [NORTH FV LLC; FRC NORTH ONE PASEO LLC; FRC NORTH (PARK PLACE) LLC; FRC NORTH THE POINT LLC]	Piya Mukherjee	1.50h	\$550.00	-	\$825.00
01/18/2023		Draft: draft joint CMC statement; review mediator's proposal and status of MOU; correspondence to Def  Unbilled	CA2104 North Italia [NORTH FV LLC; FRC NORTH ONE PASEO LLC; FRC NORTH (PARK PLACE) LLC; FRC NORTH THE POINT LLC]	Victoria Rivapalacio	0.50h	\$495.00	-	\$247.50
01/25/2023		Review status of discovery and outstanding, deficient responses and issues; strategize re the same.  Unbilled	CA2104 North Italia [NORTH FV LLC; FRC NORTH ONE PASEO LLC; FRC NORTH (PARK PLACE) LLC; FRC NORTH THE POINT LLC]	Piya Mukherjee	2.50h	\$750.00	-	\$1,875.00
02/03/2023		Review and Analyze: review court's orders and docket; review case management statement; review correspondence between parties and status of MOU; advise AJB  Unbilled	CA2104 North Italia [NORTH FV LLC; FRC NORTH ONE PASEO LLC; FRC NORTH (PARK PLACE) LLC; FRC NORTH THE POINT LLC]	Victoria Rivapalacio	0.50h	\$495.00	-	\$247.50
					142.80h		\$0.00 0.00h	\$95,364.25 142.80h

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Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
02/03/2023		Review revised MOU, analyze settlement issues, advise AJ.  Unbilled	CA2104 North Italia [NORTH FV LLC; FRC NORTH ONE PASEO LLC; FRC NORTH (PARK PLACE) LLC; FRC NORTH THE POINT LLC]	Norm Blumenthal	2.75h	\$795.00	-	\$2,186.25
02/16/2023		Review defendant's revisions to MOU. Prepare responsive redline. Included changes from partner.  Unbilled	CA2104 North Italia [NORTH FV LLC; FRC NORTH ONE PASEO LLC; FRC NORTH (PARK PLACE) LLC; FRC NORTH THE POINT LLC]	AJ Bhowmik	2.00h	\$725.00	-	\$1,450.00
03/09/2023		Review MOU Terms. Send to three Plaintiffs for signature. Calls to discuss terms and process of payout. Follow up for signatures.  Unbilled	CA2104 North Italia [NORTH FV LLC; FRC NORTH ONE PASEO LLC; FRC NORTH (PARK PLACE) LLC; FRC NORTH THE POINT LLC]	Nicholas De Blouw	1.40h	\$850.00	-	\$1,190.00
03/30/2023		Review MOU; draft First Amended Representative Action Complaint  Unbilled	CA2104 North Italia [NORTH FV LLC; FRC NORTH ONE PASEO LLC; FRC NORTH (PARK PLACE) LLC; FRC NORTH THE POINT LLC]	Ricardo Ehmann	5.50h	\$475.00	-	\$2,612.50
03/30/2023		Review MOU; draft Second Amended Amended PAGA Notice  Unbilled	CA2104 North Italia [NORTH FV LLC; FRC NORTH ONE PASEO LLC; FRC NORTH (PARK PLACE) LLC; FRC NORTH THE POINT LLC]	Ricardo Ehmann	2.00h	\$475.00	-	\$950.00
03/31/2023		Confer w TR & PM re MOU issues  Unbilled	CA2104 North Italia [NORTH FV	Ricardo Ehmann	0.50h	\$475.00	-	\$237.50
					142.80h		\$0.00 0.00h	\$95,364.25 142.80h 12/18

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Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
			LLC; FRC NORTH ONE PASEO LLC; FRC NORTH (PARK PLACE) LLC; FRC NORTH THE POINT LLC]					
03/31/2023		Review, revise & finish draft of amended PAGA notice 	CA2104 North Italia [NORTH FV LLC; FRC NORTH ONE PASEO LLC; FRC NORTH (PARK PLACE) LLC; FRC NORTH THE POINT LLC]	Ricardo Ehmann	0.75h	\$475.00	-	\$356.25
03/31/2023		Review, revise & finish draft of first amended paga only representative action complaint 	CA2104 North Italia [NORTH FV LLC; FRC NORTH ONE PASEO LLC; FRC NORTH (PARK PLACE) LLC; FRC NORTH THE POINT LLC]	Ricardo Ehmann	2.00h	\$475.00	-	\$950.00
04/03/2023		Review emails and draft of amended complaint and amended PAGA notice; advise RE 	CA2104 North Italia [NORTH FV LLC; FRC NORTH ONE PASEO LLC; FRC NORTH (PARK PLACE) LLC; FRC NORTH THE POINT LLC]	Kyle Nordrehag	1.00h	\$750.00	-	\$750.00
04/03/2023		Review questions from partner re 1197.1 and amendment issues and draft/send memo to partner re same. Review/analyze status of finalizing settlement and subsequent emails re same. 	CA2104 North Italia [NORTH FV LLC; FRC NORTH ONE PASEO LLC; FRC NORTH (PARK PLACE) LLC; FRC NORTH THE POINT LLC]	AJ Bhowmik	2.25h	\$725.00	-	\$1,631.25
04/04/2023		Review file; email to OPC w drafts of amended complaint & amended PAGA notice; request for OPC	CA2104 North Italia [NORTH FV LLC; FRC NORTH ONE	Ricardo Ehmann	0.40h	\$475.00	-	\$190.00
					142.80h		\$0.00 0.00h	\$95,364.25 142.80h 13/18

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Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
		review 	PASEO LLC; FRC NORTH (PARK PLACE) LLC; FRC NORTH THE POINT LLC]					
04/04/2023		Review drafts of the 2nd Amended PAGA Notice and 1st Amended PAGA-Only complaint and analyze of any changes for filing amended PAGA notice (w/ draft amended complaint) with the LWDA. 	CA2104 North Italia [NORTH FV LLC; FRC NORTH ONE PASEO LLC; FRC NORTH (PARK PLACE) LLC; FRC NORTH THE POINT LLC]	AJ Bhowmik	2.75h	\$725.00	-	\$1,993.75
04/10/2023		Initial review of draft PAGA agreement; review status of amendment; advise staff re next steps 	CA2104 North Italia [NORTH FV LLC; FRC NORTH ONE PASEO LLC; FRC NORTH (PARK PLACE) LLC; FRC NORTH THE POINT LLC]	Kyle Nordrehag	1.75h	\$750.00	-	\$1,312.50
04/12/2023		Review file; email to OPC re status of review of amended complaint/ amended paga notice 	CA2104 North Italia [NORTH FV LLC; FRC NORTH ONE PASEO LLC; FRC NORTH (PARK PLACE) LLC; FRC NORTH THE POINT LLC]	Ricardo Ehmann	0.40h	\$475.00	-	\$190.00
04/24/2023		Review OPC proposed edits to amended PAGA notice and amended complaint; edit amended complaint and PAGA notice; email to OPC; upload 2nd amended PAGA notice to LWDA website 	CA2104 North Italia [NORTH FV LLC; FRC NORTH ONE PASEO LLC; FRC NORTH (PARK PLACE) LLC; FRC NORTH THE POINT LLC]	Ricardo Ehmann	1.25h	\$475.00	-	\$593.75
04/27/2023		Review docket; review notice of rescheduled CMC; memo to firm re	CA2104 North Italia [NORTH FV	Ricardo Ehmann	0.40h	\$475.00	-	\$190.00
					142.80h		\$0.00 0.00h	\$95,364.25 142.80h 14/18

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Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
		same ● Unbilled	LLC; FRC NORTH ONE PASEO LLC; FRC NORTH (PARK PLACE) LLC; FRC NORTH THE POINT LLC]					
07/12/2023	②	Review and revise draft Agreement; analysis of remaining issues and schedule. advise RE as to next steps; prepare redlines and email the Defendant with memo re timing issues and finalization of Agreement ● Unbilled	CA2104 North Italia [NORTH FV LLC; FRC NORTH ONE PASEO LLC; FRC NORTH (PARK PLACE) LLC; FRC NORTH THE POINT LLC]	Kyle Nordrehaug	3.00h	\$950.00	-	\$2,850.00
07/12/2023	②	Begin draft re motion for PAGA approval ● Unbilled	CA2104 North Italia [NORTH FV LLC; FRC NORTH ONE PASEO LLC; FRC NORTH (PARK PLACE) LLC; FRC NORTH THE POINT LLC]	Ricardo Ehmann	1.50h	\$675.00	-	\$1,012.50
07/12/2023	②	Review/analyze partner's response to defense attorney re settlement agreement. ● Unbilled	CA2104 North Italia [NORTH FV LLC; FRC NORTH ONE PASEO LLC; FRC NORTH (PARK PLACE) LLC; FRC NORTH THE POINT LLC]	AJ Bhowmik	1.00h	\$895.00	-	\$895.00
07/13/2023	②	Finish draft of motion for PAGA approval ● Unbilled	CA2104 North Italia [NORTH FV LLC; FRC NORTH ONE PASEO LLC; FRC NORTH (PARK PLACE) LLC; FRC NORTH THE POINT LLC]	Ricardo Ehmann	3.00h	\$675.00	-	\$2,025.00
07/13/2023	②	Draft proposed order re motion for PAGA approval	CA2104 North Italia [NORTH FV	Ricardo Ehmann	1.00h	\$675.00	-	\$675.00
					142.80h		\$0.00 0.00h	\$95,364.25 142.80h 15/18

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Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
		● Unbilled	LLC; FRC NORTH ONE PASEO LLC; FRC NORTH (PARK PLACE) LLC; FRC NORTH THE POINT LLC]					
07/14/2023	②	Review and revise motion for approval and proposed order; email Def ● Unbilled	CA2104 North Italia [NORTH FV LLC; FRC NORTH ONE PASEO LLC; FRC NORTH (PARK PLACE) LLC; FRC NORTH THE POINT LLC]	Kyle Nordrehaug	2.50h	\$950.00	-	\$2,375.00
07/17/2023	②	Review email from OPC; review file; review LWDA website & previous PAGA notices; edit FAC as requested; email to OPC re issues presented in email re LWDA notice and FAC revisions ● Unbilled	CA2104 North Italia [NORTH FV LLC; FRC NORTH ONE PASEO LLC; FRC NORTH (PARK PLACE) LLC; FRC NORTH THE POINT LLC]	Ricardo Ehmann	1.50h	\$675.00	-	\$1,012.50
07/17/2023	②	Review response email from OPC re long form Agreement drafts & stip for leave to amend; email response to OPC ● Unbilled	CA2104 North Italia [NORTH FV LLC; FRC NORTH ONE PASEO LLC; FRC NORTH (PARK PLACE) LLC; FRC NORTH THE POINT LLC]	Ricardo Ehmann	0.30h	\$675.00	-	\$202.50
07/18/2023	②	Comm. w OPC re stip for leave to amend re FAC; prepare final stip for leave to amend with exhibits; review C-70 dept. guidelines re submission of proposed orders; finalize stip for leave to amend; file/ submit to Court; service OPC via email ● Unbilled	CA2104 North Italia [NORTH FV LLC; FRC NORTH ONE PASEO LLC; FRC NORTH (PARK PLACE) LLC; FRC NORTH THE POINT LLC]	Ricardo Ehmann	2.00h	\$675.00	-	\$1,350.00
					142.80h		\$0.00 0.00h	\$95,364.25 142.80h 16/18

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Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
07/18/2023	 Unbilled	Draft notice of settlement; email Def	CA2104 North Italia [NORTH FV LLC; FRC NORTH ONE PASEO LLC; FRC NORTH (PARK PLACE) LLC; FRC NORTH THE POINT LLC]	Kyle Nordrehaug	1.00h	\$950.00	-	\$950.00
07/18/2023	 Unbilled	Review and revise individual agreements; prepare redlines; email Def; memo to staff	CA2104 North Italia [NORTH FV LLC; FRC NORTH ONE PASEO LLC; FRC NORTH (PARK PLACE) LLC; FRC NORTH THE POINT LLC]	Kyle Nordrehaug	2.00h	\$950.00	-	\$1,900.00
07/18/2023	 Unbilled	Work on settlement issues; review emails from Def and RE; work on final draft of PAGA agreement	CA2104 North Italia [NORTH FV LLC; FRC NORTH ONE PASEO LLC; FRC NORTH (PARK PLACE) LLC; FRC NORTH THE POINT LLC]	Kyle Nordrehaug	2.50h	\$950.00	-	\$2,375.00
07/18/2023	 Unbilled	Review settlement agreement for conformity with MOU terms. Send to three Plaintiffs for signatures. Follow up to obtain signatures and explain terms.	CA2104 North Italia [NORTH FV LLC; FRC NORTH ONE PASEO LLC; FRC NORTH (PARK PLACE) LLC; FRC NORTH THE POINT LLC]	Nicholas De Blouw	1.20h	\$850.00	-	\$1,020.00
07/20/2023	 Unbilled	Draft declaration ISO motion for approval	CA2104 North Italia [NORTH FV LLC; FRC NORTH ONE PASEO LLC; FRC NORTH (PARK PLACE) LLC; FRC NORTH THE POINT LLC]	Kyle Nordrehaug	3.00h	\$950.00	-	\$2,850.00
07/20/2023	 Unbilled	Review and revise motion for approval; prepare for filing; file and	CA2104 North Italia [NORTH FV	Kyle Nordrehaug	2.50h	\$950.00	-	\$2,375.00
					142.80h		\$0.00 0.00h	\$95,364.25 142.80h 17/18

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Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
	 Unbilled	serve motion	LLC; FRC NORTH ONE PASEO LLC; FRC NORTH (PARK PLACE) LLC; FRC NORTH THE POINT LLC]					
					142.80h		\$0.00 0.00h	\$95,364.25 142.80h

EXHIBIT #4

Activities Export

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Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
08/12/2022	\$	One Legal filing fee ● Unbilled	CA2104 North Italia [NORTH FV LLC; FRC NORTH ONE PASEO LLC; FRC NORTH (PARK PLACE) LLC; FRC NORTH THE POINT LLC]	Charlotte James	1.00	\$19.05	-	\$19.05
08/16/2022	\$	One Legal filing fee ● Unbilled	CA2104 North Italia [NORTH FV LLC; FRC NORTH ONE PASEO LLC; FRC NORTH (PARK PLACE) LLC; FRC NORTH THE POINT LLC]	Charlotte James	1.00	\$44.53	-	\$44.53
11/30/2022	\$	Berger Consulting Fee ● Unbilled	CA2104 North Italia [NORTH FV LLC; FRC NORTH ONE PASEO LLC; FRC NORTH (PARK PLACE) LLC; FRC NORTH THE POINT LLC]	Chrystal Johnson	1.00	\$1,375.00	-	\$1,375.00
02/03/2023	\$	legal research; pulling documents from docket ● Unbilled	CA2104 North Italia [NORTH FV LLC; FRC NORTH ONE PASEO LLC; FRC NORTH (PARK PLACE) LLC; FRC NORTH THE POINT LLC]	Victoria Rivapalacio	1.00	\$2.00	-	\$2.00
04/30/2023	\$	Knox Filing and Messenger Service ● Unbilled	CA2104 North Italia [NORTH FV LLC; FRC NORTH ONE PASEO LLC; FRC NORTH (PARK PLACE) LLC; FRC NORTH THE POINT LLC]	Chrystal Johnson	1.00	\$65.25	-	\$65.25
07/20/2023	\$	Filing fee - motion ● Unbilled	CA2104 North Italia [NORTH FV	Kyle Nordrehaug	1.00	\$60.00	-	\$60.00
							\$0.00 0.00h	\$1,565.83 0.00h
1/2								

Activities Export

07/20/2023
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Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
			LLC; FRC NORTH ONE PASEO LLC; FRC NORTH (PARK PLACE) LLC; FRC NORTH THE POINT LLC]					
							\$0.00 0.00h	\$1,565.83 0.00h

EXHIBIT #5

Blumenthal Nordrehaug Bhowmik De Blouw LLP

2255 Calle Clara, La Jolla, California 92037

Tel: (858) 551-1223

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FIRM RESUME

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

ATTORNEY BIOGRAPHIES

Norman B. Blumenthal

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

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

Admitted: 1973, Illinois; 1976, California

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

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

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

Summer Intern (1971) with Harvard Voluntary Defenders

Kyle R. Nordrehaug

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

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

Admitted: 1999, California

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

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

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

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

Aparajit Bhowmik

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

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

Admitted: 2006, California

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

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

Awards: Rising Star 2015

Nicholas J. De Blouw

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

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

Admitted: 2011, California

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

Piya Mukherjee

Associate Attorney

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

Admitted: 2010, California

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

Victoria Rivapalacio

Associate Attorney

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

Admitted: 2011, California

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

Ricardo Ehmann

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2018, California; 2004, Nevada

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

Jeffrey S. Herman

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2011, California; 2016 Arizona

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

Charlotte James

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2016, California

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

Christine Levu

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2012, California

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

Andrew Ronan

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2016, California

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

Scott Blumenthal

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2020, New Mexico

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

REPORTED CASES

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

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

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

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

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

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

CLASS ACTION & REPRESENTATIVE CASES

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

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

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

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

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

EXHIBIT #6

LAFFEY MATRIX

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			Years Out of Law School *				
Year	Adjustmt Factor**	Paralegal/ Law Clerk	1-3	4-7	8-10	11-19	20 +
6/01/22- 5/31/23	1.085091	\$225	\$413	\$508	\$733	\$829	\$997
6/01/21- 5/31/22	1.006053	\$208	\$381	\$468	\$676	\$764	\$919
6/01/20- 5/31/21	1.015894	\$206	\$378	\$465	\$672	\$759	\$914
6/01/19- 5/31/20	1.0049	\$203	\$372	\$458	\$661	\$747	\$899
6/01/18- 5/31/19	1.0350	\$202	\$371	\$455	\$658	\$742	\$894
6/01/17- 5/31/18	1.0463	\$196	\$359	\$440	\$636	\$717	\$864
6/01/16- 5/31/17	1.0369	\$187	\$343	\$421	\$608	\$685	\$826
6/01/15- 5/31/16	1.0089	\$180	\$331	\$406	\$586	\$661	\$796
6/01/14- 5/31/15	1.0235	\$179	\$328	\$402	\$581	\$655	\$789
6/01/13- 5/31/14	1.0244	\$175	\$320	\$393	\$567	\$640	\$771
6/01/12- 5/31/13	1.0258	\$170	\$312	\$383	\$554	\$625	\$753
6/01/11- 5/31/12	1.0352	\$166	\$305	\$374	\$540	\$609	\$734
6/01/10- 5/31/11	1.0337	\$161	\$294	\$361	\$522	\$589	\$709
6/01/09- 5/31/10	1.0220	\$155	\$285	\$349	\$505	\$569	\$686
6/01/08- 5/31/09	1.0399	\$152	\$279	\$342	\$494	\$557	\$671
6/01/07-5/31/08	1.0516	\$146	\$268	\$329	\$475	\$536	\$645
6/01/06-5/31/07	1.0256	\$139	\$255	\$313	\$452	\$509	\$614
6/1/05-5/31/06	1.0427	\$136	\$249	\$305	\$441	\$497	\$598
6/1/04-5/31/05	1.0455	\$130	\$239	\$293	\$423	\$476	\$574
6/1/03-6/1/04	1.0507	\$124	\$228	\$280	\$405	\$456	\$549
6/1/02-5/31/03	1.0727	\$118	\$217	\$267	\$385	\$434	\$522
6/1/01-5/31/02	1.0407	\$110	\$203	\$249	\$359	\$404	\$487
6/1/00-5/31/01	1.0529	\$106	\$195	\$239	\$345	\$388	\$468
6/1/99-5/31/00	1.0491	\$101	\$185	\$227	\$328	\$369	\$444
6/1/98-5/31/99	1.0439	\$96	\$176	\$216	\$312	\$352	\$424
6/1/97-5/31/98	1.0419	\$92	\$169	\$207	\$299	\$337	\$406
6/1/96-5/31/97	1.0396	\$88	\$162	\$198	\$287	\$323	\$389
6/1/95-5/31/96	1.032	\$85	\$155	\$191	\$276	\$311	\$375
6/1/94-5/31/95	1.0237	\$82	\$151	\$185	\$267	\$301	\$363

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

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

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

EXHIBIT #7

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1004

May 7, 2020
CA2104

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANTS

Labor and Workforce Development Agency	North FV LLC
Online Filing	FRC North The Point LLC
	FRC North (Park Place) LLC
	FRC North One Paseo LLC
	Certified Mail #7019228000075854749
	United States Corporation Company
	2710 Gateway Oaks Drive, Suite 150N
	Sacramento, CA 95833

Re: Notice Of Violations Of California Labor Code Sections §§ 201, 202, 203, 204 *et seq.*, 210, 226(a), 226.7, 351, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 11070(14) (Failure to Provide Seating), Violation of Applicable Industrial Welfare Commission Wage Order(s), and Pursuant To California Labor Code Section 2699.5.

Dear Sir/Madam:

“Aggrieved Employees” refers to all individuals who are or previously were employed by Defendants North FV LLC and/or FRC North One Paseo LLC and/or FRC North (Park Place) LLC and/or FRC North The Point LLC, in California and classified as non-exempt employees during the time period of May 7, 2019 until a date as determined by the Court. Our offices represent Plaintiff Sharron Harville (“Plaintiff”), and other Aggrieved Employees in a lawsuit against Defendants North FV LLC and/or FRC North One Paseo LLC and/or FRC North (Park Place) LLC and/or FRC North The Point LLC (“Defendants”). Plaintiff was employed by Defendants in California from October of 2018 to February of 2020 as a non-exempt employee entitled to the legally required meal and rest breaks and payment for all time worked under Defendants’ control. Defendants, however, unlawfully failed to record and pay Plaintiff and other Aggrieved Employees for, including but not limited to, all of their time worked, including minimum and overtime wages, for all of their missed meal and rest breaks, and for all of their time spent working off the clock. Moreover, when Defendants required Plaintiff and Aggrieved Employees to report for work, but “furnished less than half said employee’s usual or scheduled day’s work,” Defendants violated Cal. Code Regs., tit. 8 § 11040, subd. 5(A) by failing to pay Plaintiff and Aggrieved Employees for at least two (2) hours’ worth of work at their regular rate of pay. In addition,

when Defendants required Plaintiff and Aggrieved Employees to respond to and engage in additional work, this resulted in a second reporting for work in a single workday, and Defendants failed to pay these employees reporting time pay as required by Cal. Code Regs., tit. 8, § 11040, subd. 5(B). Further, Defendants failed to advise Plaintiff and the other Aggrieved Employees of their right to take separately and hourly paid duty-free ten (10) minute rest periods. *See Vaquero v. Stoneledge Furniture, LLC*, 9 Cal. App. 5th 98, 110 (2017). Additionally, pursuant to Labor Code § 204 *et seq.*, Defendants failed to timely provide Plaintiff and other Aggrieved Employees with their wages. Plaintiff further contends that Defendants failed to provide accurate wage statements to her, and other Aggrieved Employees, in violation of California Labor Code section 226(a). Additionally, Plaintiff contends that Defendants failed to comply with Industrial Wage Order 7(A)(3) in that Defendants failed to keep time records showing when Plaintiff began and ended each shift and meal period. Plaintiff and other Aggrieved Employees perform tasks that reasonably permit sitting, and a seat would not interfere with their performance of any of their tasks that may require them to stand. Defendants fail to provide Plaintiff and other Aggrieved Employees with suitable seats. Said conduct, in addition to the foregoing, as well as the conduct alleged in the incorporated Complaint, violates Labor Code §§ 201, 202, 203, 204 *et seq.*, 210, 226(a), 226.7, 351, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 11070(14) (Failure to Provide Seating), Violation of the applicable Industrial Welfare Commission Wage Order(s), and is therefore actionable under California Labor Code section 2699.3.

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

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

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

Respectfully,

/s/ Nicholas J. De Blouw

Nicholas J. De Blouw, Esq.

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

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WRITERS E-MAIL:

Nick@bamlawca.com

WRITERS EXT:

1004

January 7, 2021

CA2104

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANTS

Labor and Workforce Development Agency
Online Filing

North FV LLC
FRC North The Point LLC
FRC North (Park Place) LLC
FRC North One Paseo LLC
Certified Mail #70200640000074883825
United States Corporation Company
2710 Gateway Oaks Drive, Suite 150N
Sacramento, CA 95833

Amended Notice For LWDA, Case No. LWDA-CM-785902-20

Re: Notice Of Violations Of California Labor Code Sections §§ 201, 202, 203, 204 *et seq.*, 210, 226(a), 226.7, 351, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 11070(14) (Failure to Provide Seating), Violation of Applicable Industrial Welfare Commission Wage Order(s), and Pursuant To California Labor Code Section 2699.5.

Dear Sir/Madam:

Our offices represent Plaintiffs Sharron Harville and Terrell Clark (“Plaintiffs”), and other Aggrieved Employees in a lawsuit against North FV LLC and/or FRC North One Paseo LLC and/or FRC North (Park Place) LLC and/or FRC North The Point LLC (“Defendants”).

Plaintiff Harville originally sent a PAGA Notice on May 7, 2020 which gave notice to the LWDA and Defendants to enable Plaintiff Harville to proceed with the Complaint against Defendants as authorized by California Labor Code section 2699, *et seq.*

This Amended Notice is intended to amend Plaintiff Harville’s original PAGA Notice and to add an additional Plaintiff and Aggrieved Employee Terrell Clark.

“Aggrieved Employees” refers to all individuals who are or previously were employed by Defendants North FV LLC and/or FRC North One Paseo LLC and/or FRC North (Park Place) LLC and/or FRC North The Point LLC, in California and classified as non-exempt employees during the time period of May 7, 2019 until a date as determined by

the Court. Plaintiff Harville was employed by Defendants in California from October of 2018 to February of 2020 as a non-exempt employee entitled to the legally required meal and rest breaks and payment for all time worked under Defendants' control. Plaintiff Clark has been employed by Defendants in California since September of 2018 as a non-exempt employee entitled to the legally required meal and rest breaks and payment for all time worked under Defendants' control. Defendants, however, unlawfully failed to record and pay Plaintiffs and other Aggrieved Employees for, including but not limited to, all of their time worked, including minimum and overtime wages, for all of their missed meal and rest breaks, and for all of their time spent working off the clock. Moreover, when Defendants required Plaintiffs and Aggrieved Employees to report for work, but "furnished less than half said employee's usual or scheduled day's work," Defendants violated Cal. Code Regs., tit. 8 § 11040, subd. 5(A) by failing to pay Plaintiffs and Aggrieved Employees for at least two (2) hours' worth of work at their regular rate of pay. In addition, when Defendants required Plaintiffs and Aggrieved Employees to respond to and engage in additional work, this resulted in a second reporting for work in a single workday, and Defendants failed to pay these employees reporting time pay as required by Cal. Code Regs., tit. 8, § 11040, subd. 5(B). Further, Defendants failed to advise Plaintiffs and the other Aggrieved Employees of their right to take separately and hourly paid duty-free ten (10) minute rest periods. *See Vaquero v. Stoneledge Furniture, LLC*, 9 Cal. App. 5th 98, 110 (2017). Additionally, pursuant to Labor Code § 204 *et seq.*, Defendants failed to timely provide Plaintiffs and other Aggrieved Employees with their wages. Plaintiffs further contend that Defendants failed to provide accurate wage statements to them, and other Aggrieved Employees, in violation of California Labor Code section 226(a). Specifically, Defendants failed to identify the correct rates of pay and number of hours worked, including for the "Hourly Regular" and "Hourly OT" items of pay, which were wage payments. Additionally, Plaintiffs contend that Defendants failed to comply with Industrial Wage Order 7(A)(3) in that Defendants failed to keep time records showing when Plaintiffs began and ended each shift and meal period. Plaintiffs and other Aggrieved Employees perform tasks that reasonably permit sitting, and a seat would not interfere with their performance of any of their tasks that may require them to stand. Defendants fail to provide Plaintiffs and other Aggrieved Employees with suitable seats. Said conduct, in addition to the foregoing, as well as the conduct alleged in the incorporated Complaint, violates Labor Code §§ 201, 202, 203, 204 *et seq.*, 210, 226(a), 226.7, 351, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 11070(14) (Failure to Provide Seating), Violation of the applicable Industrial Welfare Commission Wage Order(s), and is therefore actionable under California Labor Code section 2699.3.

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

This notice is provided to enable Plaintiffs to proceed with the Complaint against Defendants as authorized by California Labor Code section 2699, *et seq.* The lawsuit consists of other Aggrieved Employees. As counsel, our intention is to vigorously prosecute the claims as alleged in the Complaint, and to procure civil penalties as provided by the Private Attorney General Statue of 2004 on behalf of Plaintiffs and all Aggrieved Employees.

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

Respectfully,

/s/ Nicholas J. De Blouw

Nicholas J. De Blouw, Esq.

EXHIBIT #8

NOTICE OF SETTLEMENT

Harville v. North FV LLC; et al.

Superior Court of the State of California, County of San Diego, Case No. 37-2021-000397-CU-OE-CTL

ILYM Group

Telephone:

«Barcode»

«BarcodeString»

SIMID «SIMID»

«FirstName» «LastName»

«Address1» «Address2»

«City» «State» «Zip»

You are receiving this notice as a result of lawsuits brought on a representative basis under the California Private Attorneys General Act, Labor Code § 2698 *et seq.* (“PAGA”) by Plaintiffs Sharron Harville and Terrell Clark (“Plaintiffs”) acting in their private attorney general capacity against Defendants North FV LLC, FRC North One Paseo LLC, FRC North (Park Place) LLC, FRC North the Point LLC, and North Restaurants LLC (“Defendants”) (the “Action”). Through the Action, Plaintiffs sought to recover civil penalties for purported violations of the California Labor Code on behalf of all current and former non-exempt employees who worked for North Italia in California during the PAGA Period. The PAGA Period is the period from November 1, 2019 to February 21, 2023 (the “Aggrieved Employees”).

Defendants deny all claims and allegations in the Action, deny that they owe any penalties to Plaintiffs and/or the Aggrieved Employees, and assert that they have fully complied with all applicable Labor Code and all other provisions of law noted below. Nevertheless, to avoid further costs and time in defending the Action, Defendants have settled the Action, and the Court has approved the settlement and release all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and Plaintiffs’ Second Amended LWDA Notice that occurred during the PAGA Period.

According to Defendants’ records, you are an Aggrieved Employee and are therefore entitled to a share of the PAGA settlement proceeds based upon the Court-approved allocation which is based upon the pay periods you worked during the PAGA Period (the “Individual PAGA Payment”). The enclosed settlement check, which you are receiving in your capacity as an Aggrieved Employee in connection with the settlement of the PAGA claim for civil penalties, shall remain valid for 180 days after mailing.

Please Note: One hundred percent (100%) of your Individual PAGA Payment will be considered civil penalties; may be subject to local, state, and/or federal tax withholdings; and will be reported to the IRS and applicable state tax authorities. You should rely on your own tax advisors as to the tax consequences of your Individual PAGA Payment. Neither Plaintiffs nor Defendants have made or will make any representations or warranties regarding the taxation of your Settlement Payment. Nothing within this notice or any other communication shall constitute or be construed or relied upon as tax advice within the meaning of United States Treasury Department Circular 230 (31 C.F.R. Part 10, as amended).

Do not call or write the Court or Office of the Clerk to ask questions about the settlement or your Individual PAGA Payment. If you have any questions, you may call or write to ILYM Group (the Administrator) using the contact information at the top of this correspondence.

NOTICE OF SETTLEMENT