

EXHIBIT 3

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Superior Court of California
County of Los Angeles

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14 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

15 **FOR THE COUNTY OF LOS ANGELES**

16 CARINA CAMBEROS, on behalf of herself)
17 and others similarly situated,)

18 **PLAINTIFF,**)

19 **v.**)

20 GREAT AMERICAN CHICKEN CORP,)
21 INC.; and DOES 1 thru 50, inclusive,)

22 **DEFENDANTS.**)

CASE NO.: 21ST CV32015

COMPLAINT FOR DAMAGES FOR:

- 1) **Failure to Provide Meal Periods**
- 2) **Failure to Authorize and Permit Rest Periods**
- 3) **Failure to Pay Minimum Wages**
- 4) **Failure to Pay Overtime Wages**
- 5) **Failure to Pay All Wages Due to Discharged and Quitting**
- 6) **Itemized Wage Statements**
- 7) **Failure to Maintain Required Records**
- 8) **Failure to Indemnify Employees for Necessary Business Expenses**
- 9) **Unfair Competition**
- 10) **Civil Penalties Pursuant to the Private Attorneys General Act ("PAGA")**

COMES NOW Plaintiff, CARINA CAMBEROS (hereinafter "Plaintiff"), individually, and on behalf of other members of the general public similarly situated and on behalf of other aggrieved employees pursuant to the California Private Attorneys General Act, and alleges as follows:

PARTIES, JURISDICTION, VENUE

1. This class action is brought pursuant to the California Code of Civil Procedure section 382. The monetary damages and restitution sought by Plaintiff exceeds the minimal jurisdiction limits of the Superior Court and will be established according to proof at trial.

2. This Court has jurisdiction over this action pursuant to the California Constitution, Article VI, Section 10, which grants the superior court "original jurisdiction in all other causes" except those given by statute to other courts. The statutes under which this action is brought do not specify any other basis for jurisdiction.

3. This Court has jurisdiction over Defendant because, upon information and belief, Defendant is a citizen of California, has sufficient minimum contacts in California, or otherwise intentionally avails itself of the California market so as to render the exercise of jurisdiction over it by California courts consistent with traditional notions of fair play and substantial justice

4. Venue is proper in this Court because, upon information and belief, Defendant maintains offices, has agents, employs individuals, and/or transacts business in the State of California, County of Los Angeles. The majority of acts and omissions alleged herein relating to Plaintiff and the other class members took place in the State of California, including the County of Los Angeles. At all relevant times, Defendant maintained its headquarters "nerve center" within the State of California, County of Los Angeles

1 5. Plaintiff Carina Camberos is an individual residing in the State of California, County of
2 Los Angeles.

3 6. Defendant GREAT AMERICAN CHICKEN CORP, Inc. ("DEFENDANT"), at all times
4 herein mentioned, was and is, upon information and belief, a California corporation, and at all
5 times herein mentioned, an employer whose employees are engaged throughout the State of
6 California, including the County of Los Angeles.

7 7. At all relevant times, Defendant GACC was the "employer" of Plaintiff within the
8 meaning of all applicable California laws and statutes.

9 8. Plaintiff is ignorant of the true names and capacities, whether individual, corporate, or
10 associate of those defendants fictitiously sued as DOES 1 to 50, inclusive, and so Plaintiff sues
11 them by these fictitious names. Plaintiff is informed and believes that each of the DOE
12 defendants, numbers 1 to 50, reside in the State of California and are in some manner
13 responsible for the conduct alleged herein. Upon discovering the true names and capacities of
14 these fictitiously named defendants, Plaintiff will amend this complaint to show the true names
15 and capacities of these fictitiously named defendants.

16 9. Unless otherwise alleged in this complaint, Plaintiff is informed, and on the basis of
17 that information and belief, alleges that at all times herein mentioned, each of the remaining
18 codefendants, in doing the things hereinafter alleged, were acting within the course, scope, and
19 under the authority of their agency, employment, or representative capacity, with the consent
20 of his/her codefendants.

21 **CLASS ACTION ALLEGATIONS**

22 10. Plaintiff brings this action on her own behalf and on behalf of all other members of the
23 general public similarly situated, and, thus, seek class certification under California Code of
24 Civil Procedure section 382.

1 11. The proposed class is defined as follows: All current and former hourly-paid or non-
2 exempt employees who worked for Defendant within the State of California between January
3 1, 2020 to final judgment.

4 12. Plaintiff reserves the right to establish additional subclasses as appropriate.

5 13. The class is ascertainable and there is a well-defined community of interest in the
6 litigation

7
8 a. **Numerosity:** The class members are so numerous that joinder of all class
9 members is impracticable. The membership of the entire class is unknown to Plaintiff at
10 this time; however, the class is estimated to be greater than 5,000 individuals and the
11 identity of such membership is readily ascertainable by inspection of Defendant's
12 employment records

13 b. **Typicality:** Plaintiff's claims are typical of all other class members' as
14 demonstrated herein. Plaintiff will fairly and adequately protect the interests of the
15 other class members with whom they have a well-defined community of interest.

16 c. **Adequacy:** Plaintiff will fairly and adequately protect the interests of each class
17 member, with whom she has well-defined community of interest and typicality of
18 claims, as demonstrated herein. Plaintiff has no interest that is antagonistic to the other
19 class members. Plaintiff's attorneys, the proposed class counsel, are versed in the rules
20 governing class action discovery, certification, and settlement. Plaintiff has incurred,
21 and during the pendency of this action will continue to incur, costs and attorneys' fees,
22 that have been, are, and will be necessarily expended for the prosecution of this action
23 for the substantial benefit of each class member.

24 d. **Superiority:** A class action is superior to other available methods for the fair
25 and efficient adjudication of this litigation because individual joinder of all class
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members is impractical.

14. There are common questions of law and fact as to the class members that predominate over questions affecting only individual members. The following common questions of law or fact, among others, exist as to the members of the class:

a. Whether Defendant's failure to pay wages, without abatement or reduction, in accordance with the California Labor Code, was willful;

b. Whether Defendant had a corporate policy and practice of failing to pay their hourly-paid or non-exempt employees within the State of California for all hours worked and missed (short, late, interrupted, and/or missed altogether) meal periods and rest breaks in violation of California law;

c. Whether Defendant required Plaintiff and the other class members to work over eight (8) hours per day and/or over forty (40) hours per week and failed to pay the legally required overtime compensation to Plaintiff and the other class members;

d. Whether Defendant deprived Plaintiff and the other class members of meal and/or rest periods or required Plaintiff and the other class members to work during meal and/or rest periods without compensation;

e. Whether Defendant failed to pay minimum wages to Plaintiff and the other class members for all hours worked;

f. Whether Defendant failed to pay all wages due to Plaintiff and the other class members within the required time upon their discharge or resignation;

g. Whether Defendant failed to timely pay all wages due to Plaintiff and the other class members during their employment;

h. Whether Defendant complied with wage reporting as required by the California

1 Labor Code, including, *inter alia*, section 226;

2 i. Whether Defendant kept complete and accurate payroll records as required by
3 the California Labor Code, including, *inter alia*, section 1174(d);

4 j. Whether Defendant failed to reimburse Plaintiff and the other class members for
5 necessary business-related expenses and costs;

6 k. Whether Defendant's conduct was willful or reckless;

7 l. Whether Defendant engaged in unfair business practices in violation of
8 California Business & Professions Code section 17200, et seq.;

9 m. The appropriate amount of damages, restitution, and/or monetary penalties
10 resulting from Defendant's violation of California law; and

11 n. Whether Plaintiff and the other class members are entitled to compensatory
12 damages pursuant to the California Labor Code.

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14
15 **PAGA ALLEGATIONS**

16 15. At all times herein set forth, PAGA was applicable to Plaintiff's employment by
17 Defendant.

18 16. At all times herein set forth, PAGA provides that any provision of law under the
19 California Labor Code that provides for a civil penalty, including unpaid wages and premium
20 wages, to be assessed and collected by the LWDA for violations of the California Labor Code
21 may, as an alternative, be recovered through a civil action brought by an aggrieved employee
22 on behalf of herself and other current or former employees pursuant to procedures outlined in
23 California Labor Code section 2699.3.
24

25 17. Pursuant to PAGA, a civil action under PAGA may be brought by an "aggrieved
26 employee," who is any person that was employed by the alleged violator and against whom
27
28

1 one or more of the alleged violations was committed.

2 18. Plaintiff was employed by Defendant and the alleged violations were committed against
3 her during her time of employment and she is, therefore, an aggrieved employee. Plaintiff and
4 the other employees are "aggrieved employees" as defined by California Labor Code section
5 2699(c) in that they are current or former employees of Defendant, and one or more of the
6 alleged violations were committed against them

7 19. Pursuant to California Labor Code sections 2699.3 and 2699.5, an aggrieved employee,
8 including Plaintiff, may pursue a civil action arising under PAGA after the following
9 requirements have been met:
10

11 a. The aggrieved employee shall give written notice by online submission
12 (hereinafter "Employee's Notice") to the LWDA and by certified mail to the employer
13 of the specific provisions of the California Labor Code alleged to have been violated,
14 including the facts and theories to support the alleged violations.
15

16 b. The LWDA shall provide notice (hereinafter "LWDA Notice") to the employer
17 and the aggrieved employee by certified mail that it does not intend to investigate the
18 alleged violation within sixty (60) calendar days of the postmark date of the
19 Employee's Notice. Upon receipt of the LWDA Notice, or if the LWDA Notice is not
20 provided within sixty-five (65) calendar days of the postmark date of the Employee's
21 Notice, the aggrieved employee may commence a civil action pursuant to California
22 Labor Code section 2699 to recover civil penalties in addition to any other penalties to
23 which the employee may be entitled
24

25 20. On September 11, 2020, Plaintiff provided written notice by online submission to the
26 LWDA and by certified mail to Defendant of the specific provisions of the California Labor
27 Code
28

1 alleged to have been violated, including the facts and theories to support the alleged violations.
2 Plaintiff did not receive an LWDA Notice within sixty-five (65) days of the date of the
3 submission of Plaintiff's Notice.

4 21. Therefore, the administrative prerequisites under California Labor Code section
5 2699.3(a) to recover civil penalties, including unpaid wages and premium wages per California
6 Labor Code section 558 against Defendant, in addition to other remedies, for violations of
7 California Labor Code sections 201, 202, 203, 204, 216, 221, 226, 226.7, 512, 1174, and 2802,
8 and failure to provide a suitable rest area and seating for employees pursuant to IWC Wage
9 Orders #5, sections 13(b) and 14 have been satisfied.
10

11 **GENERAL ALLEGATIONS**

12 22. At all relevant times set forth herein, Defendant employed Plaintiff and other persons as
13 hourly-paid or non-exempt employees within the State of California, including the County of
14 Los Angeles.

15 23. Defendant employed Plaintiff as an hourly-paid, non-exempt employee from
16 approximately April 2016 to approximately August 2020, in the State of California, including
17 the County of Los Angeles.
18

19 24. Defendant hired Plaintiff and the other class members, classified them as hourly-paid or
20 non-exempt employees, and failed to compensate them for all hours worked and missed meal
21 periods and/or rest breaks.

22 25. Defendant had the authority to hire and terminate Plaintiff and the other class members,
23 to set work rules and conditions governing Plaintiff's and the other class members'
24 employment, and to supervise their daily employment activities.
25

26 26. Plaintiff and the other class members worked over eight (8) hours in a day, and/or forty
27 (40) hours in a week during their employment with Defendant.
28

1 27. Plaintiff is informed and believe, and based thereon allege, that Defendant engaged in a
2 uniform policy/practice of wage abuse against their hourly-paid or non-exempt employees
3 within the State of California. This uniform policy/practice involved, *inter alia*, failing to pay
4 them for all regular and/or overtime wages earned and for missed meal periods and rest breaks
5 in violation of California law.

6 28. Plaintiff is informed and believe, and based thereon allege, that Defendant knew or
7 should have known that Plaintiff and the other class members were entitled to receive certain
8 wages for overtime compensation and that they were not receiving accurate overtime
9 compensation for all overtime hours worked.
10

11 29. Plaintiff is informed and believe, and based thereon allege, that Defendant failed to
12 provide Plaintiff and the other class members the required rest and meal periods during the
13 relevant time period as required under the Industrial Welfare Commission Wage Orders and,
14 thus, they are entitled to any and all applicable penalties.
15

16 30. Plaintiff is informed and believe, and based thereon allege, that Defendant knew or
17 should have known that Plaintiff and the other class members were entitled to receive all meal
18 periods or payment of one additional hour of pay at Plaintiff's and the other class members'
19 regular rate of pay when a meal period was missed, and they did not receive all meal periods or
20 payment of one additional hour of pay at Plaintiff's and the other class members' regular rate
21 of compensation when a meal period was missed.
22

23 31. Plaintiff is informed and believe, and based thereon allege, that Defendant knew or
24 should have known that Plaintiff and the other class members were entitled to receive all rest
25 periods or payment of one additional hour of pay at Plaintiff's and the other class members'
26 regular rate of compensation when a rest period was missed, and they did not receive all rest
27 periods or payment of one additional hour of pay at Plaintiff's and the other class members'
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1 regular rate of pay when a rest period was missed.

2 32. Plaintiff is informed and believe, and based thereon allege, that Defendant knew or
3 should have known that Plaintiff and the other class members were entitled to receive at least
4 minimum wages for compensation and that they were not receiving at least minimum wages
5 for all hours worked.

6 33. Plaintiff is informed and believe, and based thereon allege, that Defendant knew or
7 should have known that Plaintiff and the other class members were entitled to receive all wages
8 owed to them upon discharge or resignation, including overtime and minimum wages and meal
9 and rest period premiums, and Plaintiff and the other class members did not, in fact, receive all
10 such wages owed to them at the time of their discharge or resignation.

11 34. Plaintiff is informed and believe, and based thereon allege, that Defendant knew or
12 should have known that Plaintiff and the other class members were entitled to receive all wages
13 owed to them during their employment. Plaintiff and the other class members did not receive
14 payment of all wages, including overtime and minimum wages and meal and rest period
15 premiums, within any time permissible under California Labor Code section 204.

16 35. Plaintiff is informed and believe, and based thereon allege, that Defendant knew or
17 should have known that Plaintiff and the other class members were entitled to receive complete
18 and accurate wage statements in accordance with California law, but, in fact, they did not
19 receive complete and accurate wage statements from Defendant.

20 36. Plaintiff is informed and believes, and based thereon allege, that Defendant knew or
21 should have known that Defendant had to keep complete and accurate payroll records for
22 Plaintiff and the other class members in accordance with California law, but, in fact, did not
23 keep complete and accurate payroll records.

24 37. Plaintiff is informed and believes, and based thereon allege, that Defendant knew or
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1 should have known that Plaintiff and the other class members were entitled to reimbursement
2 for necessary business-related expenses.

3 38. Plaintiff is informed and believes, and based thereon allege, that Defendant knew or
4 should have known that they had a duty to compensate Plaintiff and the other class members
5 pursuant to California law, and that Defendant had the financial ability to pay such
6 compensation but willfully, knowingly, and intentionally failed to do so, and falsely
7 represented to Plaintiff and the other class members that they were properly denied wages, all
8 in order to increase Defendant's profits.

9
10 39. During the relevant time period, Defendant failed to pay overtime wages to Plaintiff
11 and the other class members for all overtime hours worked. Plaintiff and the other class
12 members were required to work more than eight (8) hours per day and/or forty (40) hours per
13 week without overtime compensation for all overtime hours worked.

14 40. During the relevant time period, Defendant failed to provide the requisite uninterrupted
15 meal and rest periods to Plaintiff and the other class members.

16
17 41. During the relevant time period, Defendant failed to pay Plaintiff and the other class
18 members at least minimum wages for all hours worked.

19 42. During the relevant time period, Defendant failed to pay Plaintiff and the other class
20 members all wages owed to them upon discharge or resignation.

21 43. During the relevant time period, Defendant failed to pay Plaintiff and the other class
22 members all wages within any time permissible under California law, including, *inter alia*,
23 California Labor Code section 204.

24
25 44. During the relevant time period, Defendant failed to provide complete or accurate wage
26 statements to Plaintiff and the other class members.

27 45. During the relevant time period, Defendant failed to keep complete or accurate payroll
28

1 records for Plaintiff and the other class members.

2 46. During the relevant time period, Defendant failed to reimburse Plaintiff and the other
3 class members for all necessary business-related expenses and costs.

4 47. During the relevant time period, Defendant failed to properly compensate Plaintiff and
5 the other class members pursuant to California law in order to increase Defendant's profits.

6 48. During the relevant time period, Defendant failed to provide a suitable rest area and
7 seating for employees pursuant to IWC Wage Orders #5, sections 13(b).
8

9 **FIRST CAUSE OF ACTION**

10 **(Violation of California Labor Code §§ 226.7 and 512(a))**

11 **(Against All Named Defendants and all DOE Defendants)**

12 49. Plaintiff incorporate by reference the allegations contained in paragraphs 1 through 48,
13 and each and every part thereof with the same force and effect as though fully set forth herein.

14 50. At all relevant times, the IWC Order and California Labor Code sections 226.7 and
15 512(a) were applicable to Plaintiff and the other class members' employment by Defendant.

16 51. At all relevant times, California Labor Code section 226.7 provides that no employer
17 shall require an employee to work during any meal or rest period mandated by an applicable
18 order of the California IWC.
19

20 52. At all relevant times, the applicable IWC Wage Order and California Labor Code
21 section 512(a) provide that an employer may not require, cause or permit an employee to work
22 for a work period of more than five (5) hours per day without providing the employee with a
23 meal period of not less than thirty (30) minutes, except that if the total work period per day of
24 the employee is no more than six (6) hours, the meal period may be waived by mutual consent
25 of both the employer and employee.
26

27 53. At all relevant times, the applicable IWC Wage Order and California Labor Code
28

1 section 512(a) further provide that an employer may not require, cause or permit an employee
2 to work for a work period of more than ten (10) hours per day without providing the employee
3 with a second uninterrupted meal period of not less than thirty (30) minutes, except that if the
4 total hours worked is no more than twelve (12) hours, the second meal period may be waived
5 by mutual consent of the employer and the employee only if the first meal period was not
6 waived.

7
8 54. During the relevant time period, Plaintiff and the other class members who were
9 scheduled to work for a period of time no longer than six (6) hours, and who did not waive
10 their legally-mandated meal periods by mutual consent, were required to work for periods
11 longer than five (5) hours without an uninterrupted meal period of not less than thirty (30)
12 minutes and/or rest period.

13
14 55. At all relevant times, the IWC Order and California Labor Code sections 226.7 and
15 512(a) were applicable to Plaintiff and the other class members' employment by Defendant.

16 56. At all relevant times, California Labor Code section 226.7 provides that no employer
17 shall require an employee to work during any meal or rest period mandated by an applicable
18 order of the California IWC.

19 57. At all relevant times, the applicable IWC Wage Order and California Labor Code
20 section 512(a) provide that an employer may not require, cause or permit an employee to work
21 for a work period of more than five (5) hours per day without providing the employee with a
22 meal period of not less than thirty (30) minutes, except that if the total work period per day of
23 the employee is no more than six (6) hours, the meal period may be waived by mutual consent
24 of both the employer and employee.
25

26 58. At all relevant times, the applicable IWC Wage Order and California Labor Code
27 section 512(a) further provide that an employer may not require, cause or permit an employee
28

1 to work for a work period of more than ten (10) hours per day without providing the employee
2 with a second uninterrupted meal period of not less than thirty (30) minutes, except that if the
3 total hours worked is no more than twelve (12) hours, the second meal period may be waived
4 by mutual consent of the employer and the employee only if the first meal period was not
5 waived.

6 59. During the relevant time period, Plaintiff and the other class members who were
7 scheduled to work for a period of time no longer than six (6) hours, and who did not waive
8 their legally-mandated meal periods by mutual consent, were required to work for periods
9 longer than five (5) hours without an uninterrupted meal period of not less than thirty (30)
10 minutes and/or rest period.
11

12 **SECOND CAUSE OF ACTION**

13 **(Violation of California Labor Code § 226.7)**

14 **(Against All Named Defendants and all DOE Defendants)**
15

16 60. Plaintiff incorporate by reference the allegations contained in paragraphs 1 through 59,
17 and each and every part thereof with the same force and effect as though fully set forth herein.

18 61. At all times herein set forth, the applicable IWC Wage Order and California Labor

19 62. Code section 226.7 were applicable to Plaintiff and the other class members'
20 employment by Defendant.

21 63. At all relevant times, California Labor Code section 226.7 provides that no employer
22 shall require an employee to work during any rest period mandated by an applicable order of
23 the California IWC.
24

25 64. At all relevant times, the applicable IWC Wage Order provides that "[e]very employer
26 shall authorize and permit all employees to take rest periods, which insofar as practicable shall
27 be in the middle of each work period" and that the "rest period time shall be based on the total
28

1 hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major
2 fraction thereof unless the total daily work time is less than three and one-half (3 1/2) hours.

3 65. During the relevant time period, Defendant required Plaintiff and other class members
4 to work four (4) or more hours without authorizing or permitting a ten (10) minute rest period
5 per each four (4) hour period worked.

6 66. During the relevant time period, Defendant willfully required Plaintiff and the other
7 class members to work during rest periods and failed to pay Plaintiff and the other class
8 members the full rest period premium for work performed during rest periods.

9 67. During the relevant time period, Defendant failed to pay Plaintiff and the other class
10 members the full rest period premium due pursuant to California Labor Code section 226.7.

11 68. Defendant's conduct violates applicable IWC Wage Orders and California Labor Code
12 section 226.7.

13 69. Pursuant to the applicable IWC Wage Orders and California Labor Code section
14 226.7(b), Plaintiff and the other class members are entitled to recover from Defendant one
15 additional hour of pay at the employees' regular hourly rate of compensation for each work day
16 that the rest period was not provided
17

18
19 **THIRD CAUSE OF ACTION**

20 **(Violation of California Labor Code §§ 1194, 1197, and 1197.1)**

21 **(Against All Named Defendants and all DOE Defendants)**

22 70. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 69,
23 and each and every part thereof with the same force and effect as though fully set forth herein.

24 71. At all relevant times, California Labor Code sections 1194, 1197, and 1197.1 provide
25 that the minimum wage to be paid to employees, and the payment of a lesser wage than the
26 minimum so fixed is unlawful.
27
28

1 72. During the relevant time period, Defendant failed to pay minimum wage to Plaintiff
2 and the other class members as required, pursuant to California Labor Code sections 1194,
3 1197, and 1197.1.

4 73. Defendant's failure to pay Plaintiff and the other class members the minimum wage as
5 required violates California Labor Code sections 1194, 1197, and 1197.1. Pursuant to those
6 sections Plaintiff and the other class members are entitled to recover the unpaid balance of their
7 minimum wage compensation as well as interest, costs, and attorney's fees, and liquidated
8 damages in an amount equal to the wages unlawfully unpaid and interest thereon.
9

10 74. Pursuant to California Labor Code section 1197.1, Plaintiff and the other class
11 members are entitled to recover a penalty of \$100.00 for the initial failure to timely pay each
12 employee minimum wages, and \$250.00 for each subsequent failure to pay each employee
13 minimum wages.

14 75. 107. Pursuant to California Labor Code section 1194.2, Plaintiff and the other class
15 members are entitled to recover liquidated damages in an amount equal to the wages
16 unlawfully unpaid and interest thereon.
17

18 **FOURTH CAUSE OF ACTION**

19 **(Violation of California Labor Code §§ 510 and 1198)**

20 **(Against All Named Defendants and all DOE Defendants)**

21 76. Plaintiff incorporates by reference the allegations contained in Paragraphs 1 through 75,
22 and each and every part thereof with the same force and effect as though fully set forth herein.

23 77. California Labor Code section 1198 and the applicable Industrial Welfare Commission
24 ("IWC") Wage Order provide that it is unlawful to employ persons without compensating them
25 at a rate of pay either time-and-one-half or two-times that person's regular rate of pay,
26 depending on the number of hours worked by the person on a daily or weekly basis.
27
28

1 78. Specifically, the applicable IWC Wage Order provides that Defendant is and was
2 required to pay Plaintiff and the other class members employed by Defendant and working
3 more than eight (8) hours in a day or more than forty (40) hours in a workweek at the rate of
4 time-and-one-half for all hours worked in excess of eight (8) hours in a day or more than forty
5 (40) hours in a workweek.

6 79. The applicable IWC Wage Order further provides that Defendant are and were required
7 to pay Plaintiff and the other class members overtime compensation at a rate of two times their
8 regular rate of pay for all hours worked in excess of twelve (12) hours in a day.
9

10 80. California Labor Code section 510 codifies the right to overtime compensation at one-
11 and-one-half times the regular hourly rate for hours worked in excess of eight (8) hours in a
12 day or forty (40) hours in a week or for the first eight (8) hours worked on the seventh day of
13 work, and to overtime compensation at twice the regular hourly rate for hours worked in excess
14 of twelve (12) hours in a day or in excess of eight (8) hours in a day on the seventh day of
15 work.
16

17 81. During the relevant time period, Plaintiff and the other class members worked in excess
18 of eight (8) hours in a day, and/or in excess of forty (40) hours in a week.

19 82. During the relevant time period, Defendant intentionally and willfully failed to pay
20 overtime wages owed to Plaintiff and the other class members.

21 83. Defendant's failure to pay Plaintiff and the other class members the unpaid balance of
22 overtime compensation, as required by California laws, violates the provisions of California
23 Labor Code sections 510 and 1198, and is therefore unlawful.
24

25 84. Pursuant to California Labor Code section 1194, Plaintiff and the other class members
26 are entitled to recover unpaid overtime compensation, as well as interest, costs, and attorneys'
27 fees.
28

FIFTH CAUSE OF ACTION

(Violation of California Labor Code §§ 201 and 202)

(Against All Named Defendants and all DOE Defendants)

85. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 84, and each and every part thereof with the same force and effect as though fully set forth herein.

86. At all relevant times herein set forth, California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and, if an employee quits his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

87. During the relevant time period, Defendant intentionally and willfully failed to pay Plaintiff and the other class members who are no longer employed by Defendant their wages, earned and unpaid, within seventy-two (72) hours of their leaving Defendant's employ.

88. Defendant's failure to pay Plaintiff and the other class members who are no longer employed by Defendant's their wages, earned and unpaid, within seventy-two (72) hours of their leaving Defendant's employ is in violation of California Labor Code sections 201 and 202.

89. California Labor Code section 203 provides that if an employer willfully fails to pay wages owed in accordance with sections 201 and 202, then the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action is commenced, but the wages shall not continue for more than thirty (30) days.

90. Plaintiff and the other class members are entitled to recover from Defendant the

1 statutory penalty wages for each day they were not paid, up to a thirty (30) day maximum,
2 pursuant to California Labor Code section 203.

3 **SIXTH CAUSE OF ACTION**

4 **(Violation of California Labor Code § 226(a))**

5 **(Against All Named Defendants and all DOE Defendants)**

6 91. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 90,
7 and each and every part thereof with the same force and effect as though fully set forth herein.

8 92. At all material times set forth herein, California Labor Code section 226(a) provides
9 that every employer shall furnish each of his or her employees an accurate itemized statement
10 in writing showing (1) gross wages earned, (2) total hours worked by the employee, (3) the
11 number of piece-rate units earned and any applicable piece rate if the employee is paid on a
12 piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the
13 employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive
14 dates of the period for which the employee is paid, (7) the name of the employee and his or her
15 social security number, (8) the name and address of the legal entity that is the employer, and
16 (9) all applicable hourly rates in effect during the pay period and the corresponding number of
17 hours worked at each hourly rate by the employee. The deductions made from payments of
18 wages shall be recorded in ink or other indelible form, properly dated, showing the month, day,
19 and year, and a copy of the statement or a record of the deductions shall be kept on file by the
20 employer for at least three years at the place of employment or at a central location within the
21 State of California.
22

23 93. Defendant has intentionally and willfully failed to provide Plaintiff and the other class
24 members with complete and accurate wage statements. The deficiencies include, but are not
25 limited to: the failure to include the total number of hours worked by Plaintiff and the other
26
27
28

1 class members.

2 94. As a result of Defendant's violation of California Labor Code section 226(a), Plaintiff
3 and the other class members have suffered injury and damage to their statutorily- protected
4 rights.

5 95. More specifically, Plaintiff and the other class members have been injured by
6 Defendant's intentional and willful violation of California Labor Code section 226(a) because
7 they were denied both their legal right to receive, and their protected interest in receiving,
8 accurate and itemized wage statements pursuant to California Labor Code section 226(a).
9

10 96. Plaintiff and the other class members are entitled to recover from Defendant the greater
11 of their actual damages caused by Defendant's failure to comply with California Labor Code
12 section 226(a), or an aggregate penalty not exceeding four thousand dollars per employee.

13 97. Plaintiff and the other class members are also entitled to injunctive relief to ensure
14 compliance with this section, pursuant to California Labor Code section 226(h).
15

16 **SEVENTH CAUSE OF ACTION**

17 **(Violation of California Labor Code § 1174(d))**

18 **(Against All Named Defendants and all DOE Defendants)**

19 98. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 97,
20 and each and every part thereof with the same force and effect as though fully set forth herein.

21 99. Pursuant to California Labor Code section 1174(d), an employer shall keep, at a central
22 location in the state or at the plants or establishments at which employees are employed,
23 payroll records showing the hours worked daily by and the wages paid to, and/or the number of
24 piece-rate units earned by and any applicable piece rate paid to, employees employed at the
25 respective plants or establishments. These records shall be kept in accordance with rules
26 established for this purpose by the commission, but in any case shall be kept on file for not less
27
28

1 than two years.

2 100. Defendant has intentionally and willfully failed to keep accurate and complete payroll
3 records showing the hours worked daily and the wages paid to Plaintiff and the other class
4 members.

5 101. As a result of Defendant's violation of California Labor Code section 1174(d), Plaintiff
6 and the other class members have suffered injury and damage to their statutorily- protected
7 rights.

8 102. More specifically, Plaintiff and the other class members have been injured by
9 Defendant's intentional and willful violation of California Labor Code section 1174(d) because
10 they were denied both their legal right and protected interest in having available accurate and
11 complete payroll records pursuant to California Labor Code section 1174(d).
12

13 **EIGHTH CAUSE OF ACTION**

14 **(Violation of California Labor Code §§ 2800 and 2802)**

15 **(Against All Named Defendants and all DOE Defendants)**
16

17 103. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through
18 102, and each and every part thereof with the same force and effect as though fully set forth
19 herein.

20 104. Pursuant to California Labor Code sections 2800 and 2802, an employer must
21 reimburse its employee for all necessary expenditures incurred by the employee in direct
22 consequence of the discharge of his or her job duties or in direct consequence of his or her job
23 duties or in direct consequence of his or her obedience to the directions of the employer.

24 105. Plaintiff and the other class members incurred necessary business- related expenses and
25 costs that were not fully reimbursed by Defendant.
26

27 106. Defendant has intentionally and willfully failed to reimburse Plaintiff and the other
28

1 class members for all necessary business-related expenses and costs.

2 107. Plaintiff and the other class members are entitled to recover from Defendant their
3 business-related expenses and costs incurred during the course and scope of their employment,
4 plus interest accrued from the date on which the employee incurred the necessary expenditures
5 at the same rate as judgments in civil actions in the state of California.

6 **NINTH CAUSE OF ACTION**

7 **(Violation of Business and Professions Code §§ 17200, et seq.)**

8 **(Against All Named Defendants and all DOE Defendants)**

9
10 108. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 107,
11 and each and every part thereof with the same force and effect as though fully set forth herein.

12 109. Defendant's conduct, as alleged herein, has been, and continues to be, unfair, unlawful,
13 and harmful to Plaintiff, other class members, the general public, and Defendant's competitors.
14 Accordingly, Plaintiff seeks to enforce important rights affecting the public interest within the
15 meaning of Code of Civil Procedure section 1021.5.

16
17 110. Defendant's activities as alleged herein are violations of California law and constitute
18 unlawful business acts and practices in violation of California Business & Professions Code
19 section 17200, et seq.

20 111. A violation of California Business & Professions Code section 17200, et seq. may be
21 predicated on the violation of any state or federal law. In this instant case, Defendant's policies
22 and practices of requiring employees, including Defendant's policies and practices of requiring
23 employees, including Plaintiff and the other class members, to work overtime without paying
24 them proper compensation violate California Labor Code sections 510 and 1198. Additionally,
25 Defendant's policies and practices of requiring employees, including Plaintiff and the other
26 class members, to work through their meal and rest periods without paying them proper
27
28

1 compensation violate California Labor Code sections 226.7 and 512(a). Defendant's policies
2 and practices of failing to pay minimum wages violate California Labor Code sections 1194,
3 1197, and 1197.1. Moreover, Defendant's policies and practices of failing to timely pay wages
4 to Plaintiff and the other class members violate California Labor Code sections 201, 202 and
5 204. Defendant also violated California Labor Code sections 226(a), 1174(d), 2800 and 2802.

6 112. As a result of the herein described violations of California law, Defendant unlawfully
7 gained an unfair advantage over other businesses.
8

9 113. Plaintiff and the other class members have been personally injured by Defendant's
10 unlawful business acts and practices as alleged herein, including, but not necessarily limited to,
11 the loss of money and/or property.

12 114. Pursuant to California Business & Professions Code sections 17200, et seq., Plaintiff
13 and the other class members are entitled to restitution of the wages withheld and retained by
14 Defendant during a period that commences January 1, 2020; an award of attorneys' fees
15 pursuant to California Code of Civil procedure section 1021.5 and other applicable laws; and
16 an award of costs.
17

18 **TENTH CAUSE OF ACTION**

19 **(Private Attorneys General Act)**

20 **(Against All Named Defendants and all DOE Defendants)**

21 115. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through
22 114, and each and every part thereof with the same force and effect as though fully set forth
23 herein.
24

25 116. Pursuant to law, Plaintiff provided the required written notice to the LWDA and
26 Defendant of the specific violations of the California Labor Code that Defendant and DOE
27 defendants have violated and continue to violate.
28

1 117. Pursuant to California Labor code section 2699.3, no response was received from the
2 LWDA within 65 days of the postmark date of the above-alleged letter.

3 118. Plaintiff therefore has exhausted all administrative remedies required of him under
4 California Labor Code sections 2698, 2699, and 2699.3, and, as a result, may prosecute this
5 cause of action and pursue penalties in a representative action for Defendant's violations of the
6 Labor Code.

7 119. Pursuant to California Labor Code section 2699, any provisions of the Labor Code that
8 provides for a civil penalty to be assessed and collected by the LWDA or any of its
9 departments, divisions, commissions, boards, agencies, or employees for violation of the code
10 may, as an alternative, be recovered through a civil action brought by an aggrieved employee
11 on behalf of himself or herself and other current or former employees pursuant to the
12 procedures specified in California Labor Code section 2699.3.

13 120. Plaintiff is an "aggrieved employee" because Plaintiff was employed by the alleged
14 violator and had one or more of the alleged violations committed against her, and therefore is
15 properly suited to represent the interests of other current and former hourly, non-exempt
16 employees who worked for Defendant in the State of California at any and all locations during
17 the PAGA period.

18 121. Based on the acts alleged above, Plaintiff, on behalf of herself and others, seeks
19 penalties under California Labor Code sections 2698 and 2699 because of Defendant's
20 violations of numerous provisions of the California Labor Code as alleged in this Complaint.

21 122. Plaintiff therefore has exhausted all administrative remedies required of him under
22 California Labor Code sections 2698, 2699, and 2699.3, and, as a result, may prosecute this
23 cause of action and pursue penalties in a representative action for Defendant's violations of the
24 Labor Code.
25
26
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28

1 123. California Labor Code section 2699 et seq. imposes penalties upon culpable Defendant
2 for violating the Labor Code.

3 124. Specifically, Plaintiff seeks penalties under California Labor Code section 2699, for the
4 following: Violations of California Labor Code sections sections 201, 202, 203, 204, 216, 221,
5 226, 226.7, 512, 1174, and 2802, and failure to provide a suitable rest area and seating for
6 employees pursuant to IWC Wage Orders #5, sections 13(b) and 14.

7 125. Pursuant to Labor Code section 2698 et seq., Plaintiff seeks to recover attorney's fees,
8 costs, and civil penalties on behalf of Plaintiff and other current and former aggrieved
9 employees as alleged herein in an amount to be shown according to proof at trial and within the
10 jurisdictional limits of this Court.
11

12
13 **PRAYER FOR RELIEF**

14
15 WHEREFORE, Plaintiff, individually and on behalf of all others similarly situated,
16 respectfully prays for relief against Defendant, as follows:

- 17 1. For compensatory damages in an amount to be ascertained at trial;
18 2. For restitution of all monies due to Plaintiff and CLASS MEMBERS, as well as
19 disgorged profits from Defendant's unfair and unlawful business practices;
20 3. For meal and rest period compensation pursuant to California Labor Code § 226.7 and
21 IWC Wage Order No. 5-2001;
22 4. For liquidated damages pursuant to California Labor Code §§ 1194.2 and 1197.1;
23 5. For waiting time penalties pursuant to California Labor Code § 203;
24 6. For statutory and civil penalties according to proof, including but not limited to all
25 penalties authorized by California Labor Code §§ 226(e) and 2698- 2699.5;
26 7. For interest on the unpaid wages at 10% per annum pursuant to California Labor Code
27 §§ 218.6, 1194 and 2802, California Civil Code §§ 3287 and 3288, and/or any other
28 applicable provision providing for pre-judgment interest;

8. For reasonable attorneys' fees and costs pursuant to California Labor Code §§ 1194 and 2802, California Civil Code § 1021.5, and any other applicable provisions providing for attorneys' fees and costs;
9. For declaratory relief;
10. For an order certifying the First, Second, Third, Fourth, Fifth, Sixth, Seventh, Eighth, and Ninth causes of action as a class action;
11. For an order appointing Plaintiff as class representative and Plaintiff's counsel as class counsel; and
12. For such further relief that the Court may deem just and proper.

DATED: June 5, 2021

MESSRELIAN LAW INC.

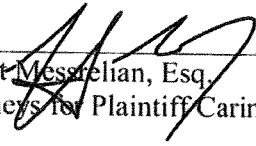
By 
Harout Messrelian, Esq.
Attorneys for Plaintiff Carina Camberos

EXHIBIT 4



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

CASE ASSUMPTIONS

Class Members	1947
Opt Out Rate	1%
Opt Outs Received	19
Total Class Claimants	1928
Subtotal Admin Only	\$16,950.00

WILL NOT EXCEED	\$16,950.00
------------------------	--------------------

For 1947 Class Members

Price good for scope of quote

October 21, 2021

Case: Camberos v. GAC wLanguage Opt-Out Administration

Phoenix Contact: Jodey Lawrence

Contact Number: 949.566.1455

Email: Jodey@phoenixclassaction.com

Requesting Party: Janis Lopez

Firm: MESSRELIAN LAW INC.

Contact Number: (818) 484-6531

Email: janis@messrelianlaw.com

Assumptions and Estimate are based on information provided by counsel. If class size changes, PSA will need to adjust this Estimate accordingly.

Estimate is based on 1947 Class Members. PSA assumes class data will be sent in Microsoft Excel or other usable format with no or reasonable additional formatting needed. A rate of \$150 per hour will be charged for any additional analysis or programming.

Case & Database Setup / Toll Free Setup & Call Center / NCOA (USPS)/ Spanish Translation / Website			
Administrative Tasks:	Rate	Hours/Units	Line Item Estimate
Programming Manager	\$125.00	4	\$500.00
Programming Database & Setup	\$125.00	4	\$500.00
Toll Free Setup*	\$120.98	1	\$120.98
Call Center & Long Distance	\$1.25	195	\$243.38
NCOA (USPS)	\$200.00	1	\$200.00
Language Translation	\$1,000.00	1	\$1,000.00
Static Website	\$225.00	1	\$225.00
Total			\$2,789.36

* Up to 120 days after disbursement

Data Merger & Scrub / Notice Packet, Opt-Out Form & Postage			
Project Action	Rate	Hours/Units	Line Item Estimate
Notice Packet Formatting	\$125.00	4	\$500.00
Data Merge & Duplication Scrub	\$0.15	1,947	\$292.05
Notice Packet & Opt-Out Form	\$1.25	1,947	\$2,433.75
Estimated Postage (up to 2 oz.)*	\$0.70	1,947	\$1,362.90
Total			\$4,588.70

* Prices good for 90 days. Subject to change with the USPS Rate or change in Notice pages or Translation, if any.



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

Skip Tracing & Remailing Notice Packets / Tracking & Programming Undeliverables

Project Action:	Rate	Hours/Units	Line Item Estimate
Case Associate	\$50.00	3	\$150.00
Skip Tracing Undeliverables	\$1.00	389	\$389.40
Remail Notice Packets	\$1.25	389	\$486.75
Estimated Postage	\$0.70	389	\$272.58
Programming Undeliverables	\$50.00	2	\$100.00
Total			\$1,398.73

Database Programming / Processing Opt-Outs, Deficiencies or Disputes

Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Claims Database	\$100.00	3	\$300.00
Non Opt-Out Processing	\$150.00	1	\$150.00
Case Associate	\$55.00	3	\$165.00
Opt-Outs/Deficiency/Dispute Letters	\$8.50	49	\$8.50
Case Manager	\$85.00	2	\$170.00
Total			\$793.50

Calculation & Disbursement Programming/ Create & Manage QSF/ Mail Checks

Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Calculations	\$100.00	2	\$200.00
Disbursement Review	\$100.00	2	\$200.00
Programming Manager	\$7.00	2	\$14.00
QSF Fees, Bank Account & EIN 3 Yrs	\$75.00	3	\$225.00
Check Run Setup & Printing	\$100.00	2	\$200.00
Mail Class Checks, W2 and 1099 *	\$1.50	1,928	\$2,891.30
Estimated Postage Checks, W2 and 1099	\$0.56	1,928	\$1,079.42
Total			\$4,809.71

* Checks are printed on 8.5 x 11 in. sheets with W2/1099 Tax Filing



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

Tax Reporting & Reconciliation / Re-Issuance of Checks / Conclusion Reports and Declarations			
Project Action:	Rate	Hours/Units	Line Item Estimate
Case Supervisor	\$100.00	2	\$200.00
Remail Undeliverable Checks (Postage Included)	\$1.50	20	\$30.00
Case Associate	\$50.00	3	\$150.00
Reconcile Uncashed Checks	\$75.00	3	\$225.00
Conclusion Reports	\$100.00	2	\$200.00
Case Manager Conclusion	\$70.00	2	\$140.00
Final Reporting & Declarations	\$125.00	2	\$250.00
IRS & QSF Annual Tax Reporting * (State Tax Reporting Included)	\$1,375.00	1	\$1,375.00
Total			\$2,570.00
* All applicable California State & Federal taxes, which include SUI, ETT, and SDI, and FUTA filings. Additional taxes are Defendant's responsibility.			
Estimate Total:			\$16,950.00



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

TERMS AND CONDITIONS

Provisions: The case estimate is in good faith and does not cover any applicable taxes and fees. The estimate does not make any provision for any services or class size not delineated in the request for proposal or stipulations. Proposal rates and amounts are subject to change upon further review, with Counsel/Client, of the Settlement Agreement. Only pre-approved changes will be charged when applicable. No modifications may be made to this estimate without the approval of PSA (Phoenix Settlement Administrators). All notifications are mailed in English language only unless otherwise specified. Additional costs will apply if translation into other language(s) is required. Rates to prepare and file taxes are for Federal and California State taxes only. Additional charges will apply if multiple state tax filing(s) is required. **Pricing is good for ninety (90) days.**

Data Conversion and Mailing: The proposal assumes that data provided will be in ready-to-use condition and that all data is provided in a single, comprehensive Excel spreadsheet. PSA cannot be liable for any errors or omissions arising due to additional work required for analyzing and processing the original database. A minimum of two (2) business days is required for processing prior to the anticipated mailing date with an additional two (2) business days for a National Change of Address (NCOA) update. Additional time may be required depending on the class size, necessary translation of the documents, or other factors. PSA will keep counsel apprised of the estimated mailing date.

Claims: PSA's general policy is to not accept claims via facsimile. However, in the event that facsimile filing of claims must be accepted, PSA will not be held responsible for any issues and/or errors arising out of said filing. Furthermore, PSA will require disclaimer language regarding facsimile transmissions. PSA will not be responsible for any acts or omissions caused by the USPS. PSA shall not make payments to any claimants without verified, valid Social Security Numbers. All responses and class member information are held in strict confidentiality. Additional class members are \$10.00 per opt-out.

Payment Terms: All postage charges and 50% of the final administration charges are due at the commencement of the case and will be billed immediately upon receipt of the data and/or notice documents. PSA bills are due upon receipt unless otherwise negotiated and agreed to with PSA by Counsel/Client. In the event the settlement terms provide that PSA is to be paid out of the settlement fund, PSA will request that Counsel/Client endeavor to make alternate payment arrangements for PSA charges that are due at the onset of the case. The entire remaining balance is due and payable at the time the settlement account is funded by Defendant, or no later than the time of disbursement. Amounts not paid within thirty (30) days are subject to a service charge of 1.5% per month or the highest rate permitted by law.

Tax Reporting Requirements

PSA will file the necessary tax returns under the EIN of the QSF, including federal and state returns. Payroll tax returns will be filed if necessary. Under the California Employment Development Department, all taxes are to be reported under the EIN of the QSF with the exception of the following taxes: Unemployment Insurance (UI) and Employment Training Tax (ETT), employer-side taxes, and State Disability Insurance (SDI), an employee-side tax. These are reported under Defendant's EIN. Therefore, to comply with the EDD payroll tax filing requirements we will need the following information:

1. Defendant's California State ID and Federal EIN.
2. Defendant's current State Unemployment Insurance (UI) rate and Employment Training Tax (ETT) rate. This information can be found in the current year DE 2088, Notice of Contribution Rates, issued by the EDD.
3. Termination dates of the class members, or identification of current employee class members, so we can account for the periods that the wages relate to for each class member.
4. An executed Power of Attorney (Form DE 48) from Defendant. This form is needed so that we may report the UI, SDI, and ETT taxes under Defendant's EIN on their behalf. If this form is not provided we will work with the EDD auditors to transfer the tax payments to Defendant's EIN.
5. Defendant is responsible for reporting the SDI portion of the settlement payments on the class member's W-2. PSA will file these forms on Defendant's behalf for an additional fee and will issue an additional W-2 for each class member under Defendant's EIN, as SDI is reported under Defendant's EIN rather than the EIN of the QSF. The Power of Attorney (Form DE 48) will be needed in order for PSA to report SDI payments.

EXHIBIT 5



Class Action Settlement Administration

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

Estimate #:	14024	Prepared By:	Mike Sutherland
Estimate Date:	10/21/2021	Direct Dial #	321-223-5067
Estimate Expiration Date:	1/19/2022	Email:	msutherland@simpluris.com

Plaintiff Attorney

Attorney/Client: **Harout Messrelian/Janis Lopez**
Firm: MESSRELIAN LAW INC.
Email:

Defense Attorney

Attorney/Client:
Firm:
Email:

Case Name: Camberos v. GAC: Opt Out Settlement

Anticipated Total Cost	\$15,558
Professional Courtesy Applied	\$2,058
Capped Fee*	\$13,500

Terms:

1) Estimated Fees assume that Simpluris will receive data in a Single Excel file with no substantial change in class size or response rate.

Total Possible Class Size:	1,947	Undeliverable Rate:	10%
Response Rate:	1%	Call Rate:	10%
Mailing Document Language:	E/S	Redistribution:	No
Reminder Postcard:	No	State:	CA
Unclaimed Funds	Bet Tzedek	Tax Years	One

Case Setup

Data Compilation - Develop Case Specific Response Tracking - Error Reports			
Category	Unit Value	# of Units	Total
Project Manager - Case Setup	\$125.00	6	\$750.00
Translation-Court Certified	\$0.25	2500	\$625.00
Database Manager - Initial Data Analysis	\$140.00	6	\$840.00
Total			\$2,215.00

Notification

Mailing Notice Pack- 7 pg Notice - Double Sided - English, Spanish			
Category	Unit Value	# of Units	Total
Mailing Notice Pack	\$0.80	1,947	\$1,557.60
Postage	\$0.53	1,947	\$1,031.91
NCOA/CASS/LACS	\$0.10	1,400	\$140.00
Undeliverable Processing	\$0.25	195	\$48.68
Skip Trace RUM	\$1.00	195	\$194.70
Remail	\$1.00	165	\$165.50
Postage	\$0.53	165	\$87.71
Mailing Supervisor	\$50.00	1	\$50.00
Total			\$3,276.09

Call Center

Establish Case Specific Toll Free Number			
Category	Unit Value	# of Units	Total
Customer Service Reps/Call Center Support	\$75.00	3	\$225.00
800 # Charges	\$0.10	360	\$36.00
Total			\$261.00



Class Action Settlement Administration

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

Administration

Process Mail, Opt-Outs or Objections			
Category	Unit Value	# of Units	Total
Database Manager	\$125.00	1	\$125.00
Resolving Mismatched TINs	\$75.00	2	\$150.00
Dispute/Deficiencies - Send One Cure Letter	\$2.50	14	\$34.07
Opt Out Processing	\$2.50	14	\$34.07
Data Entry	\$50.00	1	\$50.00
Project Manager	\$125.00	1	\$125.00
Weekly Reporting to Counsel	WAIVED	12 Wks of Reporting	\$0.00
Total			\$518.15

Distribution

Setup a Disbursement Account			
Print & Mail Checks to Class Members - W2's / 1099's - File Reports with Appropriate Federal & State Taxing Authorities			
Account Management & Reconciliation / Uncashed Checks = Cy Pres			
Category	Unit Value	# of Units	Total
Disbursement Data Preparation	\$140.00	4	\$560.00
Disbursement Manager - Data Validation	\$75.00	1	\$75.00
Setup Banking Account/QSF	\$300.00	1	\$300.00
Print & Mail-Check	\$2.00	1,947	\$3,894.00
Postage	\$0.53	1,947	\$1,031.91
Process Returned Checks	\$0.50	19	\$9.74
Skip Trace Search Undeliverable Checks	\$5.00	19	\$97.35
Remail Checks	\$4.00	19	\$77.88
QSF Account Reconciliation	\$250.00	1	\$250.00
Individual Federal/State Tax Reporting	\$350.00	1	\$350.00
QSF Reporting/Declaration	\$300.00	1	\$300.00
QSF Annual Tax Preparation Fee-2021	\$1,000.00	1	\$1,000.00
Reissuing Checks/Mailing	\$5.00	29	\$146.03
Reissuing W2s/1099s	\$5.00	29	\$146.03
Responding to IRS, State, Agency Inquiries	\$75.00	0	\$0.00
Disbursement Manager	\$125.00	6	\$750.00
Total			\$8,987.93



Class Action Settlement Administration

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

Case Wrap Up

Send Final Reports to Counsel			
Category	Unit Value	# of Units	Total
Data Manager-Final Reporting	\$125.00	1	\$125.00
Clerical-Clean Up Any Misc	\$50.00	1	\$50.00
Project Manager-Wrap-up Final Issues	\$125.00	1	\$125.00
Total			\$300.00

Postage	\$2,151.53	Total Case Costs	\$15,558.16
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Class Action Settlement Administration

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

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

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

Simpluris Security Summary – White Paper

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

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

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

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

EXHIBIT 6

ILYM | GROUP, Inc.

SETTLEMENT ADMINISTRATION EXPERTS

Case Name: Camberos v. GAC

Thursday, October 21, 2021

Requesting Attorneys Name:

Harout Messrelian

E-Mail:

hmlawjanis@gmail.com

ILYM Contact:

Lisa Mullins

E-Mail:

Lisa@ilymgroup.com

Contact Number:

714.878.8836

ESTIMATE FOR ADMINISTRATION SOLUTIONS

ASSUMPTIONS	
Total Number of Class Members	1,947
Estimated Mail Returned as Undeliverable	20%
NCOA	Yes
Static Website	Yes
Certified Spanish Translation	Yes
Case Duration (Year(s))	1

Activity	Rate Type	Unit Cost	Volume	Amount
CASE STARTUP				
Initial Setup - Import and Formatting of Data*	Hourly	\$150.00	8	\$1,200.00
Programming of Class Database	Hourly	\$175.00	7	\$1,225.00

*ILYM assumes that data will be in a standard format. Client will be notified immediately if not in standard format to correct data or ILYM can convert to standard format @ \$150.00 per hour.

Subtotal \$2,425.00

PROJECT MANAGEMENT & NOTICING				
Project Manager (Case notification and maintenance)	Hourly	\$120.00	13	\$1,560.00
Staff Hours for Processing Returned Mail	Hourly	\$70.00	7	\$490.00
Staff Hours for Processing Opt-Outs, Disputes & Objection(s)	Hourly	\$70.00	5	\$350.00
Report Processing	Hourly	\$70.00	7	\$490.00
NCOA	Flat Rate	\$300.00	1	\$300.00
Toll Free Customer Service Representative	Flat Fee	\$750.00	1	\$750.00
Static Website, Including Hosting	Flat Fee	\$750.00	1	\$750.00
Certified Spanish Translations	Flat Fee	\$1,250.00	1	\$1,250.00
Weekly Reports	Flat Rate	\$750.00	1	Waived

Subtotal \$5,940.00

ILYM | GROUP, Inc.

SETTLEMENT ADMINISTRATION EXPERTS

Activity	Rate Type	Unit Cost	Volume	Amount
NOTIFICATION/MAILING				
Fulfillment of Notice	Per Piece	\$2.00	1,947	\$3,894.00
USPS First Class Postage	Per Piece	\$0.75	1,947	\$1,460.25
Re-Mails (Forward/Skip trace Undeliverables)	Per Piece	\$3.00	389	\$1,168.20
Storage, Photocopies, Deliveries	Flat Fee	\$296.80	1	\$296.80

Subtotal \$6,819.25

DISTRIBUTION (Includes EIN, Bank Acct * /QSF Setup)				
Distribution Setup & Management	Hourly	\$150.00	10	\$1,500.00
Account Reconciliation & Distribution Reporting	Hourly	\$125.00	9	\$1,125.00
Check, Stub & Release - Print & Mail (W-2/1099)	Per Check	\$1.50	1,947	\$2,920.50
USPS First Class Postage	Per Piece	\$0.55	1,947	\$1,070.85
Re-Mails (Forward/Skip trace Undeliverables up to 10%)	Per Piece	\$2.00	195	\$389.40
Preparation of Taxes	Hourly	\$120.00	20	\$2,400.00
Annual Filing of Tax Return	Per Year	\$1,500.00	1	\$1,500.00

**Additional Bank fees may apply*

Subtotal \$10,905.75

CASE CONCLUSION				
Data Manager Final Reporting	Hourly	\$100.00	7	\$700.00
Project Manager Final Reporting	Hourly	\$120.00	8	\$960.00
Declaration	Hourly	\$125.00	6	\$750.00

Subtotal \$2,410.00

TOTAL CASE ESTIMATE: \$28,500.00

Terms and Conditions

All services to be provided by ILYM Group, Inc. (hereinafter, "ILYM") to Client shall be subject to the following terms and conditions:

Services: Subject to the terms hereof, ILYM agrees to provide the Client with Administration Services (hereinafter, "services") as specified in the Proposal provided to Client to which these Terms and Conditions are attached. The estimate is in good faith and does not cover any applicable taxes and fees. The estimate does not make provision for any services or class members/size not delineated in the request for proposal or stipulations. Such services do not in any way constitute legal services or advice. ILYM is performing its services as an Independent Contractor and neither it nor its employees shall be deemed to be employees of the Client.

Mailing and Data Conversion: ILYM's database administration assumes the Client will provide complete data that includes all information required to send notifications and complete the administration process. Data must be provided in a complete, consistent, standardized electronic format. ILYM's standard format is Microsoft Excel, however, ILYM may accept other formats at its discretion. Further developments or enhancements to non-standardized data will be billed to Client by ILYM on a time and materials basis, according to ILYM's Standard Rates.

Charges for Services: Charges to the Client for services shall be on a time and materials basis at our prevailing rates, as the same may change from time to time. Any fee estimates set forth in the proposal are estimates only, based on information provided by Client to ILYM. Actual fees charged by ILYM to Client may be greater or less than such estimate, and Client shall be responsible for the payment of all such charges and expenses in accordance with Section 5 hereof. Charges incurred related to resolving post distribution withholdings and related corrective files due to voids and re-issues of payments and related correspondence with state and federal taxing authorities will not be charged to the Client to the extent that funds are received from the taxing authorities offset these charges. ILYM may derive financial benefits from financial institutions in connection with the deposit and investment of settlement funds with such institutions, including without limitation, discounts on eligible banking services and fees, and loans at favorable rates.

Indemnification: Client will indemnify and hold ILYM (and the officers, employees, affiliates and agents harmless against any Losses incurred by ILYM, arising out of, in connection with, or related to (i) any breach of the terms by Client; (ii) the processing and handling of any payment by ILYM in accordance with Client's instructions, including without limitation, the imposition of any stop payment or void payment on any check or the wrongful dishonor of a check by ILYM pursuant to Client's instructions.

Payment of Charges: ILYM reserves the right to request payment of postage charges and 50% of the final administration charges at the start of the case. ILYM bills are due upon receipt unless otherwise negotiated and agreed to with the Client. In the event settlement terms provide that ILYM is to be paid out of the Settlement Fund, ILYM will request that Counsel endeavor to make alternate payment arrangements for ILYM charges that are due at the onset of the case. The entire remaining balance is due and payable at the time the Settlement Account is funded by, or no later than the time of disbursement. Decisions of the court and actions of the parties, including disapproval or withdrawal of a settlement, do not affect the Client's liability to ILYM for payment of services. Services are not provided on a contingency fee basis.

Confidentiality: ILYM maintain reasonable and appropriate security measures and safeguards to protect the security and confidentiality of Client data provided to ILYM by Client in connection herewith. Should ILYM ever be notified of any judicial order or other proceedings in which a third party seeks to obtain access to the confidential data created by or for the Client, ILYM will promptly notify the Client, unless prohibited by applicable law. The Client shall have the option to (1) provide legal representation at the Client's expense to avoid such access or (2) promptly reimburse ILYM for any of its costs, including attorneys' fees, reasonably incurred in avoiding, attempting to avoid or providing such access and not paid by the entity seeking the data. If ILYM is required, pursuant to a court order, to produce documents, disclose data, or otherwise act in contravention of the obligations imposed by this Agreement, or otherwise, with respect to maintaining the confidentiality, proprietary nature and secrecy of the produced documents or disclosed data, ILYM will not be liable for breach of said obligation.

Data Rights: ILYM does not convey nor does the Client obtain any right in the programs, system data, or materials utilized or provided by ILYM in the ordinary course of business in the performance of this Agreement.

Document Retention: Unless directed otherwise in writing by Client, ILYM will destroy undeliverable mail on the effective date of the settlement or the date that the disposition of the case is no longer subject to appeal or review, whichever is later. ILYM will maintain claim forms and other correspondence for one year after final distribution of funds or benefits, or until the date that the disposition of the case is no longer subject to appeal or review, whichever is later.

Limitation of damages: ILYM is not responsible to the Client for any special, consequential or incidental damages incurred by Client. Any liability of ILYM to the Client shall not exceed the total amount billed to the Client for the particular services that give rise to any loss.

Termination: The services to be provided under this Agreement may be terminated, at will by the Client upon at least 30 calendar days' prior written notice to ILYM. The Client's obligation to pay for services or projects in progress at the time of notice of withdrawal shall continue throughout that 30 day period. ILYM may terminate this Agreement (i) with 10 calendar days' prior written notice, if the Client is not current in payment of charges or (ii) in any event, upon at least 3 months' prior written notice to the Client.

Notice: Any notice required or permitted hereunder shall be in writing and shall be delivered personally, or sent by registered mail, postage prepaid, or overnight courier service to the responsible officer or principal of ILYM or the Client, as applicable, and shall be deemed given when so delivered personally, or, if mailed, five days after the date of deposit in United States mail, or, if sent by courier, one business day after delivery to such courier service.

Force Majeure: To the extent performance by ILYM of any of its obligations hereunder is substantially prevented by reason of any act of God or by reason of any other matter beyond ILYM's reasonable control, then such performance shall be excused and this Agreement, at ILYM's option, be deemed suspended during the continuation of such condition and for a reasonable time thereafter.

Waiver of Rights: No failure or delay on the part of a party in exercising any right hereunder will operate as a waiver of, or impair, any such right. No single or partial exercise of any such right will preclude any other or further exercise thereof or the exercise of any other right. No waiver of any such right will be effective unless given in a signed writing.

Jurisdiction: The parties hereto submit to the jurisdiction of the Court of the applicable case for purposes of any suit, action or proceeding to enforce any provision of, or based on any right arising out of, this Agreement. The parties hereto hereby waive any objection to the laying of venue of any such suit, action or proceeding in the Court.

Entire Agreement: These terms and conditions and the proposal embody the entire agreement between the parties with respect to the subject matter hereof, and cancels and supersedes all prior negotiations, representations, and agreements related thereto, either written or oral, except to the extent they are expressly incorporated herein. No changes in, additions to, or waivers of, the terms and conditions set forth herein will be binding upon any party, unless approved in writing by such party's authorized representative.

EXHIBIT 7