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Attorneys for Plaintiff Cristobal Flores-Ocampo,  
individually, and on behalf of all other similarly situated employees

SUPERIOR COURT OF STATE OF CALIFORNIA  
FOR THE COUNTY ORANGE-COMPLEX

CRISTOBAL FLORES-OCAMPO, as an  
individual and on behalf of other similarly  
situated employees,

Plaintiff,

vs.

LAGUNA COOKIE COMPANY, INC a  
California corporation, and DOES 1-50,  
inclusive,

Defendants.

CASE NO.:30-2020-01166599-CU-OE-CXC

Assigned for all purposes to:  
Hon. William Cluster  
Dept. CX-104

**DECLARATION OF ARMOND M.  
JACKSON IN SUPPORT OF MR.  
FLORES-OCAMPO PLAINTIFF'S  
MOTION FOR FINAL APPROVAL OF  
CLASS ACTION SETTLEMENT**

Date: August 2, 2024  
Time: 9:00 a.m.  
Place: Department CX-104

Complaint Filed: October 22, 2020  
Trial Date: None Set

1        1. I am an attorney licensed to practice law before all courts of the State of California. I am  
2 an attorney for Jackson APC, attorney of record for Plaintiff Cristobal Flores-Ocampo (referred  
3 to herein as “Plaintiff”). I have personal knowledge of everything stated below and could and  
4 would competently testify thereto if sworn.

5        2. I submit this Declaration in support of Plaintiff’s motion for final approval of class action  
6 settlement. A true and correct copy of the fully executed operative Stipulation for Class Action  
7 Settlement is attached to this declaration as **Exhibit A**.

8        3. During the litigation, I interviewed Cristobal Flores-Ocampo (“Mr. Flores-Ocampo”) and  
9 determined he was a suitable plaintiff based upon her experience of being subjected to  
10 Defendant’s purported Labor Code violations and her concern to hold the Defendant accountable  
11 for any alleged liability for such violations. By initiating this lawsuit against a former employer,  
12 Mr. Flores-Ocampo has subjected himself to reputational risk. Throughout the course of this  
13 litigation, Mr. Flores-Ocampo assisted this office in preparing the complaint. Mr. Flores-Ocampo  
14 also made himself available on an “on call” basis to answer any questions regarding the case and  
15 approve any settlement. Mr. Flores-Ocampo also continuously provided my office with updated  
16 information concerning the Defendant’s business operations.

17        4. On October 22, 2020, Cristobal Flores-Ocampo filed claims alleging violations regarding  
18 (1) failure to pay minimum wages; (2) failure to pay overtime wages; (3) failure to pay timely  
19 wages; (4) unlawfully received wages; (5) failure to provide meal breaks; (6) failure to provide  
20 rest breaks; (7) failure to maintain accurate wage statements; (8) failure to pay timely wages  
21 upon termination; (9) claim for necessary business expenses; and (10) unlawful business  
22 practices. On January 11, 2021, Plaintiff amended his Complaint to add a violation of the  
23 California Private Attorney General Act. On February 14, 2024, Plaintiff filed a Second  
24 Amended Complaint which is the operative complaint.  
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1        5. During each phase of discovery, Plaintiff's counsel engaged in detailed case analysis  
2 based on the information revealed. Calculations were performed, as well as an analysis of the  
3 risks and rewards of continued litigation.

4        6. In October 2021, Plaintiff served formal discovery on Defendants. The parties continued  
5 to engage in discovery and ultimately agreed to exchange informal discovery in preparation for a  
6 mediation. After the parties negotiated the scope of informal discovery, the parties agreed to  
7 engage a mediator Marc Feder, Esq. Before mediation, it was agreed that Defendant produce a  
8 sampling of the payroll records for the class, handbooks, relevant wage and hour policies and  
9 pay data for the class. After Defendant produced the requested sampling and documentation,  
10 Plaintiff retained an expert to analyze these records. I reviewed the wage and hour policies and  
11 payroll data and worked with the expert to perform a report that allowed the party to analyze the  
12 purported violations of the Defendant, shift counts, pay periods, number of aggrieved employees  
13 and policies and procedures and how they apply to the data. This information allowed Plaintiff to  
14 evaluate the claims in preparation for mediation. The parties engaged in a full day mediation on  
15 May 16, 2023 with Marc Feder, Esq. that ultimately resulted in a settlement through a mediator's  
16 proposal. Thereafter, the parties executed a long form settlement agreement. Plaintiff also took  
17 into account the uncertainty and risk of the outcome of further litigation, and the difficulty and  
18 delays inherent in such litigation. Plaintiff and Counsel also considered the burdens of proof  
19 necessary to establish liability of the claims asserted in the case, both generally and in response  
20 to Defendant's defenses, and the difficulties in establishing penalties, and other relief sought in  
21 the case, particularly where, as here, Plaintiff may face difficulty obtaining the cooperation of  
22 PAGA Members who are current employees, given their likely reluctance to aid in the  
23 prosecution of a lawsuit against their employer. Based on the foregoing, Plaintiff and PAGA  
24 Counsel determined that the Settlement set forth in the Agreement is fair, adequate, and  
25 reasonable and is in the best interests of the PAGA Members.  
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1 7. Throughout the litigation, my office performed a thorough investigation into the claims at  
2 issue, which included: (1) determining Plaintiff's suitability as a class representative, private  
3 attorney general through interviews, background investigations, and analyses of his employment  
4 files and related records; (2) evaluating all of Plaintiff's potential representative claims; (3)  
5 researching similar class claims and PAGA actions as to the claims brought, the nature of the  
6 positions, and the type of employer; (4) analyzing a sample of employees' time and wage  
7 records; (5) reviewing Defendant's employment policies and practices; (6) researching  
8 settlements in similar cases; (7) evaluating Plaintiff's claims and estimating Defendant's liability  
9 for purposes of settlement; (8) drafting the mediation brief; and (9) participating in the  
10 mediation.

11 8. By engaging in such a thorough investigation and evaluation of Plaintiff's claims, I can  
12 opine that the Settlement, for the consideration and on the terms set forth in the Settlement  
13 Agreement, is fair, reasonable, and adequate, and is in the best interests of the LWDA in light of  
14 all known facts and circumstances, including the risk of significant delay and uncertainty  
15 associated with litigation, and various defenses asserted by Defendant. Based upon review of the  
16 payroll documents, below is the analysis of the alleged Labor Code violations segmented byway  
17 of factual predicates to support Labor Code violations.

18 9. Based on the information and evidence provided by Defendant in discovery, the analysis  
19 of the payroll data, and my own independent investigation, I determined an appropriate range of  
20 recovery for settlement purposes by offsetting Defendant's maximum theoretical exposure by:  
21 (i) the strength of Defendant's affirmative defenses; (ii) the risk of losing a motion for class  
22 certification on some or all of the claims; (iii) the risk of the Court finding that a class and PAGA  
23 trial would be unmanageable; (iv) the risk of losing on various dispositive or quasi-dispositive  
24 motions that Defendant will bring before trial (e.g., motion to strike class and representative  
25 allegations, motion to decertify a class action, and/or motions for summary judgment) which  
26 may eliminate all or some of Plaintiff's claims, or bar evidence necessary to prove such claims;  
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(v) the risk of losing some or all of the claims at trial; (vi) the chances a Court may find Defendant did not willfully refuse to pay discharged or terminated employees (i.e. a good faith failure) under Cal. Lab. Code section 203; (vii) the chances a Court may find Defendant did not willfully and intentionally refuse to comply (i.e, a good faith failure) with the wage statement requirements under Cal. Labor Code section 226(e); (viii) the chances of the Court exercising its discretion to reduce PAGA penalties (*see* Cal. Lab. Code section 2699(e); (ix) the delay in payment to class members due to years of protracted litigation in certifying a class, obtaining a favorable verdict at trial, upholding that verdict on appeal, and administering class notice and payments to the class at that later stage instead of now; (x) the chances of a favorable verdict being reversed on appeal; and (xi) the difficulties attendant to collecting on a judgment (collectively, the “Discount Factors”). Based on the preceding and considering the aggregate value of the claims in light of the Discount Factors, I valued the claims for settlement purposes at \$2,251,529.55 (50% probability on loss on the merits of a \$4,503,059.10 reasonable exposure analysis).

10. The evaluation determined there to be approximately 35,702 workweeks. Based upon the evaluation, the following is a table of potential damages:

| Claim                          | Highest Theoretical<br>Damage Exposure                                                                        | Reasonable Range of<br>Damages and Penalties |                                                                                                     |
|--------------------------------|---------------------------------------------------------------------------------------------------------------|----------------------------------------------|-----------------------------------------------------------------------------------------------------|
| Failure to Provide Meal Breaks | \$72,972.48<br>(damages and<br>interest) and<br>\$515,620 (civil<br>penalties) for a total<br>of \$588,592.48 | \$0                                          | \$36,486.24<br>(damages)<br>and \$257,810<br>(civil<br>penalties) for<br>a total of<br>\$294,296.24 |

**DECLARATION OF ARMOND M. JACKSON IN SUPPORT OF FOR FINAL  
APPROVAL OF CLASS ACTION SETTLEMENT**

|                                             |                                                                                                       |     |                                                                                                       |
|---------------------------------------------|-------------------------------------------------------------------------------------------------------|-----|-------------------------------------------------------------------------------------------------------|
|                                             |                                                                                                       |     | (50% discount)                                                                                        |
|                                             |                                                                                                       |     | \$18,243.12 (damages) and \$128,905 (civil penalties) for a total of \$147,148.12 (75% discount)      |
| Failure to Provide Rest Breaks              | \$72,972.48 (damages and interest) \$515,620 (civil penalties) for a total of \$588,592.48            | \$0 |                                                                                                       |
|                                             |                                                                                                       |     | \$414,857.24 (damages) and \$1,317,625 (civil penalties) for a total of \$1,732,482.24 (75% discount) |
| Failure to Pay Off-the-Clock                | \$1,659,428.98 (damages and interest) and \$5,270,500 (civil penalties) for a total of \$6,929,928.98 | \$0 |                                                                                                       |
| Failure to Provide Accurate Wage Statements | \$1,252,000 (penalties)                                                                               | \$0 | \$626,000 (50% discount)                                                                              |

**DECLARATION OF ARMOND M. JACKSON IN SUPPORT OF FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT**

|    |                                          |                         |     |               |
|----|------------------------------------------|-------------------------|-----|---------------|
| 1  |                                          | \$669,060 (penalties)   |     |               |
| 2  |                                          | and \$12,700 (civil     |     | \$340,880     |
| 3  |                                          | penalties) for a total  |     | (50%          |
| 4  | Waiting Time Penalties                   | of \$681,760            | \$0 | discount)     |
| 5  |                                          |                         |     | \$44,627.50   |
| 6  |                                          |                         |     | (damages)     |
| 7  |                                          |                         |     | and           |
| 8  |                                          |                         |     | \$1,317,625   |
| 9  |                                          |                         |     | (civil        |
| 10 |                                          |                         |     | penalties)    |
| 11 |                                          |                         |     | (75%          |
| 12 |                                          |                         |     | discount)     |
| 13 |                                          | \$178,510 (damages)     |     | totaling      |
| 14 |                                          | and \$5,270,500         |     | \$1,362,252.5 |
| 15 |                                          | (civil penalties) for a |     | 0             |
| 16 | 2802 Damages                             | total of \$5,449,010    | \$0 |               |
| 17 |                                          |                         |     | \$3,877,059.1 |
| 18 |                                          |                         |     | 0 (Risk       |
| 19 |                                          |                         |     | Analysis      |
| 20 | <b>Total Damages and Civil Penalties</b> |                         |     | Discount      |
| 21 | <b>(excluding attorneys' fees):</b>      | \$15,489,883.94         | \$0 | Assessment)   |

### **Meal and Rest Periods**

11. Plaintiff alleges that Defendant understaffed shifts and scheduled meal periods such that employees did not take their meal periods within the first five hours of a shift, were less than thirty minutes, or did not take a meal period at all, on some occasions. Similarly, Plaintiff alleges employees were not authorized to take rest periods due to understaffing.

1 12. Although Defendant's time records may create a rebuttable presumption that it did not  
2 provide meal periods on those occasions, in compliance with California law, *see, e.g., Donahue*  
3 *v. AMN Services, LLC* (2021) 11 Cal.5th 58, the claims are likely overwhelmed by individual  
4 inquiries, and substantial other evidence either rebuts the presumption or minimizes the potential  
5 value of the claims.

6 13. First, Defendant maintains an Employee Handbook, which sets forth meal and rest  
7 period policies. To the extent Plaintiff may allege he felt pressured by his duties or schedule,  
8 Defendant will argue this is not evidence that Defendant did not authorize or provide Plaintiff his  
9 meal and rest periods.

10 14. Second, analysis of the time and payroll data for workers revealed approximately 3,570  
11 violations for meal breaks. Furthermore, since employees are not required in California to record  
12 their rest periods times, it would be difficult to show rest break violations throughout the class  
13 period.

14 15. Furthermore, in opposition to any motion for class certification, it is anticipated that  
15 Defendant will present declarations from dozens of employees attesting to Defendant's lawful  
16 meal and rest period policies and practices, and how employees personally chose to skip, delay  
17 or shorten breaks on their own without any influence from Defendant.

18 16. Therefore, based on the foregoing and the "Discounted Factors" described above, these  
19 claims should be discounted. After taking into account the foregoing considerations and the  
20 Discount Factors, I have assessed the combined value of the meal and rest period claims,  
21 inclusive of civil penalties, at between \$0 and \$441,444.36 (\$1,177,184.96 (including \$1,031,240  
22 in PAGA penalties) reasonable range of liability \* 50% probability of prevailing on claims)

23 17. More specifically, the high end of the realistic range for the meal period claim accounts  
24 for all the Discount Factors to consider the best scenario of a trier of fact finding for liability and  
25 damages. The analysis computed the following results: \$72,972.48 inclusive of damages and  
26 interest and PAGA penalties amounting to \$515,620 equating to \$588,592.48. Given the issues  
27 concerning manageability for meal break violations, the total damages number should be  
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discounted by 50% equating to \$294,296.24. As for rest breaks, \$72,972.48 inclusive of interest and PAGA penalties amounting to \$515,620 equating to \$588,592.48. For the rest periods, the risk to Plaintiff is greater due to the additional consideration of a lack of rest period recordkeeping requirement. Given the lack of documentation and issues concerning manageability, rest break damages should be discounted by 75% equating to \$147,148.12. In addition to the liability discounts, a further discount of 50% to account for risk of loss of the entire claim at trial or trial reduction based upon discretionary grounds under PAGA ultimately providing to a realistic range of recovery for meal break claim and rest break claim combined in the amount of \$220,722.18.

#### **Minimum Wage and Overtime Claim**

18. After requesting Plaintiff's personnel record, the policy revealed that Plaintiff was subjected to a policy that required training to be conducted off-the-clock as part of the medical insoection process before each shift. Based upon our analysis, there were a total of approximately 29,632.66 minimum wage unpaid hours and 29,632.66 overtime wage unpaid hours. The minimum wage average rate applied was \$14.00 and the overtime average rate applied was \$21.00 resulting in an amount of \$1,659,428.96 with interest and \$5,270,500 in PAGA penalties equating to a total amount of \$6,929,928.98.

19. In this case, damages may be difficult or prove-up given the lack of documentation to show off-the-clock work despite any written policy for purposes of commonality and superiority (i.e. a manageable trial plan), as well as to demonstrate at trial for purposes of finding class-wide liability and damages. As with the preceding claims, we discounted the value of the minimum and overtime wage claims to account for the risks of continued litigation and Defendant's affirmative defenses.

20. For example, Defendant will simply argue that Plaintiff will not be able to present any evidence that the policy was actually implemented for all class members to work off-the-clock.

21. However, based on certain Discount Factors (i.e. lack of common evidence such as time records or confirmation of hours worked/trained), the lack of documentary evidence, and

1 Defendant's ability to garner numerous declarations in support of its defense to this claim creates  
2 uncertainty. I estimate that a more realistic high end of exposure discounts the top end by at  
3 75% of the highest theoretical amount, leaving a more realistic range of recovery at  
4 \$1,732,482.24. In addition to the liability discounts, a further discount of 50% to account for risk  
5 of loss of the entire claim at trial or trial reduction based upon discretionary grounds under  
6 PAGA ultimately providing to a realistic range of recovery for meal break claim and rest break  
7 claim combined in the amount of \$866,241.12.

8 **Wage Statement Claim**

9 22. Plaintiff alleges that Defendant failed to provide Plaintiff with timely and accurate wage  
10 statements as a result of failing to record all hours worked for off-the-clock work. Plaintiff also  
11 alleges as a derivative claim of the foregoing allegations for failure to provide wages, breaks and  
12 pay for all hours worked. Plaintiff also alleges Labor Code section 226 damages. Plaintiff  
13 alleges that Defendant failed to provide Plaintiff with timely and accurate wage statements as a  
14 derivative claim of the foregoing allegations for failure to provide wages, breaks and pay for all  
15 hours worked.

16 23. Defendant provided wage statements with the itemized information, as required under  
17 Cal. Lab. Code section 226, to its workers, including Plaintiff, on a semi-monthly basis. To the  
18 extent this claim is derivative of the claims set forth above - that Plaintiff's wage statements were  
19 not accurate because Plaintiff was not paid an additional hour of pay when he was not provided  
20 meal and rest periods, not paid for all hours worked, and not properly compensated for all  
21 overtime premium pay - the claim bears the same risk for failure as the factual reasons discussed  
22 above.

23 24. Moreover, Labor Code section 204(b) permits employers to advance wages or pay for  
24 excess hours worked in one pay period onto the next pay period.

25 25. Furthermore, to award statutory penalties under section 226(e), Defendant will argue that  
26 Plaintiff would have had to show that Defendant knowingly and intentionally issued wage  
27 statements with unlawful deficiencies which justifies a discount for this claim. [See Labor Code  
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§ 226; *Price v. Starbucks Corp.*, 192 Cal. App. 4th 1136, 1142–43 (2011); *see also Elliot v. Spherion Pac. Work, LLC*, 572 F. Supp. 2d 1169, 1180–81 (2008).]

26. Assuming all wages statements dating back one year prior to the filing of the complaint are inaccurate, then the Defendant is liable for no more than approximately \$1,252,000 based upon approximately 313 employees being subjected to wage statement violations for the maximum amount of \$4,000 per employee. Therefore, in light of these considerations and the Discount Factors, Plaintiff assessed the settlement value of the wage statement claim at \$626,000. Additionally, a further discount of 50% was applied to account for risk of loss of the entire claim at trial or trial reduction based upon discretionary grounds under PAGA ultimately providing to a realistic range of recovery for meal break claim and rest break claim combined in the amount of \$313,000.

#### **Waiting Time Penalties**

27. This claim is based on Plaintiff's allegations that an extra hour of pay was not provided when meal or rest breaks were not provided, and that workers were not paid all overtime and/or premium wages. On the assumption that all 177 formerly employed workers are owed some unpaid wages, then the highest theoretical amount for potential waiting time penalties is calculated as follows: 177 former employees with an average penalty per employee in the amount of \$3,780 equating to \$669,060 in penalties. However, for the reasons discussed above, it will be difficult for Plaintiff to present substantial common evidence that he and the putative class members were not paid all wages due at the time of termination as to all formerly employed workers given that all formerly employees were subjected to a Labor Code violation. Given the uncertainty of proving all violations and the risk of losing the entire claim, Plaintiff assessed the settlement value of the wage time penalty claim at \$340,880. Additionally, a further discount of 50% was applied to account for risk of loss of the entire claim at trial or trial reduction based upon discretionary grounds under PAGA ultimately providing to a realistic range of recovery for meal break claim and rest break claim combined in the amount of \$170,440.

#### **2802 Business Reimbursement Claims**

1 28. Plaintiff alleged itself, aggrieved employees and class members were subjected to  
2 California Labor Code section 2802 violations for failure to reimburse class members and  
3 aggrieved employees. It was estimated that 35,702 workweeks amounting to \$1,208,627 (35,702  
4 \* \$5 per workweek) were subjected to potential 2802 Labor Code violations. Given the risk of  
5 litigation, Plaintiff assessed the settlement value of the 2802 Labor Code claims at \$1,362,252.50  
6 Additionally, a further discount of 50% was applied to account for risk of loss of the entire claim  
7 at trial or trial reduction based upon discretionary grounds under PAGA ultimately providing to a  
8 realistic range of recovery for meal break claim and rest break claim combined in the amount of  
9 \$681,126.

#### 10 **Private Attorney General Act Claims Evaluation**

##### 11 **Total PAGA Exposure:**

12 29. It should be noted that PAGA gives the Court wide latitude to reduce the amount of civil  
13 penalties “based on the facts and circumstances of a particular case” when “to do otherwise  
14 would result in an award that is unjust, arbitrary and oppressive, or confiscatory.” Cal. Lab. Code  
15 § 2699(h). In reducing PAGA penalties, courts have considered issues including whether the  
16 employees suffered actual injury from the violations, whether the defendant was aware of the  
17 violations, and the employer’s willingness to fix the violation. *Carrington v. Starbucks Corp.*, 30  
18 Cal. App. 5th 504, 528 (2018) (awarding PAGA penalties of only 0.2% of the maximum); see  
19 also *Cotter v. Lyft, Inc.*, 193 F. Supp. 3d 1030, 1037 (N.D. Cal. 2016); *Fleming v. Covidien Inc.*,  
20 No. ED CV 10-01487 RGK (OPX), 2011 WL 7563047, at \*4 (C.D. Cal. Aug. 12, 2011). For  
21 example, during the penalty phase of trial in *Carrington*, the plaintiff requested PAGA penalties  
22 in the amount of approximately \$70 million. The trial court instead awarded only \$150,000—**or**  
23 **0.21% of the maximum**—and stated that this reduction was warranted because imposing the  
24 maximum penalty would be “unjust, arbitrary, and oppressive” based on Starbucks’s “good faith  
25 attempts” to comply with meal period obligations and because the court found the violations  
26 were minimal. *Carrington*, 30 Cal. App. 5th at 517. The Court of Appeal affirmed the lower  
27 court’s reduced award of a \$150,000 penalty under PAGA. *Id.* at 529. Likewise, in *Covidien*, the  
28

1 court reduced the potential penalties by over 82%, awarding \$500,000 instead of maximum  
2 penalties of \$2.8 million. *Covidien*, 2011 WL 7563047 at \*4; *see also Thurman v. Bayshore*  
3 *Transit Mgmt.*, 203 Cal. App. 4th 1112, 1135-36 (2012) (affirming 30% reduction under  
4 specified PAGA claim where the employer produced evidence that it took its obligations  
5 seriously); *Elder v. Schwan Food Co.*, No. B223911, 2011 WL 1797254, at \*5-\*7 (Cal. Ct. App.  
6 May 12, 2011) (reversing trial court decision denying any civil penalties where violations had  
7 been proven, remanding for the trial court to exercise discretion to reduce, but not wholly deny,  
8 civil penalties); *Li v. A Perfect Day Franchise, Inc.*, No. 5:10-CV-01189-LHK, 2012 WL  
9 2236752, at \*17 (N.D. Cal. June 15, 2012) (denying PAGA penalties for violation of California  
10 Labor Code section 226 as redundant with recovery on a class basis pursuant to California Labor  
11 Code section 226, directly); *Aguirre v. Genesis Logistics*, No. SACV 12-00687 JVS (ANx), 2013  
12 WL 10936035 at \*2-\*3 (C.D. Cal. Dec. 30, 2013) (reducing penalty for past PAGA violations  
13 from \$1.8 million to \$500,000, after rejecting numerous other PAGA claims).

14 30. Here, the total realistic PAGA penalties are estimated at \$1,681,442.50 in civil penalties  
15 that are already included in the exposure analysis. Considering the issues, class claims, defenses,  
16 and the risks of reduction, a \$50,000 settlement for a release of PAGA penalties while  
17 Defendants paying more than \$930,000 in total value—is a fair and just result and furthers  
18 PAGA’s objectives, and is not “unjust, arbitrary, and oppressive.” Moreover, in class action  
19 settlements, courts have approved settlements where no allocation was made to PAGA claims.  
20 (see, e.g. *Nordstrom Com. Cases*, 186 Cal. App. 4th 576, 579 (2010) (“[T]rial court did not abuse  
21 its discretion in approving a settlement which does not allocate any damages to the PAGA  
22 claims.”)).

### 23 **Unlawful Business Practices Claims**

24 31. Plaintiff alleged himself, aggrieved employees and class members were subjected to  
25 unlawful business practices for the alleged labor code violations of Defendant. (See Cal. Bus.  
26 and Prof. Code section 17200.) This claim is derivative and the purpose of this claim was to  
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1 extend any statute of limitations claims for the wage and hour claims and the value of this claim  
2 is incorporated into the value of the wage and hour claims.

3 32. On May 16, 2023 , the Parties participated in a full-day mediation with Marc Feder, Esq.  
4 whom is a premier wage and hour class action mediator. After several rounds of negotiations, the  
5 parties were not able to resolve this case into the afternoon. As a result of the impasse, Marc  
6 Feder, Esq. configured a mediator's proposal that was ultimately accepted by all parties.  
7 Plaintiff made himself available for the entire duration of the mediation providing necessary  
8 information in order to engage in effective negotiations.

9 33. I have been a California licensed attorney since November 2011. I began my career in  
10 law while still in law school when in I served as a law clerk for the Pedersen Law & Dispute and  
11 Resolution Corporation ("PLDRC") handling employment related litigation matters. While  
12 clerking for PLDRC I analyzed and organized discovery documents and researched employment  
13 litigation issues such as Sexual Harassment, Race Discrimination and Wrongful Termination. I  
14 worked as an associate attorney at Pedersen McQueen between March 2013 through January  
15 2017 almost exclusively engaging in employment matters representing employees. I have  
16 litigated several wage and hour case to trial and currently litigating or have litigated cases valued  
17 in the six and seven figure dollar range, including representative actions. I had primary  
18 responsibility for approximately 20 litigation matters on average throughout my employment at  
19 PLDRC and Pedersen McQueen and Pedersen Law. I regularly practiced in state court and  
20 sometimes federal court. As an associate, my responsibilities included carrying primary case  
21 responsibility which includes tasks like taking depositions, conducting damages analysis,  
22 analyzing discovery documents, conducting client intake, developing discovery and litigation  
23 strategies, participating in mediations and arbitrations, engaging in settlement negotiations, trial  
24 preparation and trial work, as well as other responsibilities that commonly coincide with  
25 managing cases from start to finish. I have been a member of local bar associations, including  
26 the Orange County Bar Association, as well as the State Bar of California and American Bar  
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1 Association and served in a number of leadership roles at all levels. Most notably, I served as a  
2 Committee Member of the Orange County Bar Association Young Lawyers' Education  
3 Committee and Social Committee.

4 34. In January 2017, I officially started my own practice Jackson Law, APC. Throughout my  
5 career, I have currently litigated approximately 100 Private Attorney General Act cases and/or  
6 class action cases to resolution byway of settlement or trial. Over the course of my career, I have  
7 litigated above 150 employment cases, including wage and hour representative actions to  
8 resolution byway of settlement, default or trial. Based upon my experience, I believe the benefit  
9 conferred by the proposed Settlement is eminently fair and reasonable, and is in the best interests  
10 of the Class Members because (1) of the monetary benefits to the Class Members and (2)  
11 avoiding the risk, delay, and uncertainty of continued litigation.

12 35. Attached hereto as **Exhibit B** is a true and correct copy of Plaintiff's Private Attorney  
13 General Act notice sent to Defendant on October 21, 2020.

14 36. Attached hereto as **Exhibit C** is a true and correct copy of Plaintiff's Amended Private  
15 Attorney General Act notice sent to Defendant on November 22, 2023.

16 37. On July 11, 2024, my office submitted a true and correct copy of the operative fully  
17 executed Stipulation for Class Action Settlement for this matter to the California Labor and  
18 Workforce Development Agency and the moving papers filed concurenly herewith.

19 38. To date, the California Labor and Workforce Development Agency has not responded.

20 39. Jackson APC advanced 100% of all costs for this matter.

21 40. Below is a list of prior wage and hour representative actions on which I have served as  
22 lead or co-counsel.

23 1. *Kim v. FNS, InL.*, Los Angeles Superior Court, Case No. BC 578015

24 2. *Demery v. Pacific Rim Capital Alliance Corporation et al.*, San Diego Superior Court,  
25 Case No. 37-2017-00003415-CU-OE-CTL  
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1 3. *Goldbaum v. Dollarsmart et al.*, San Diego Superior Court, 30-2015-000077437-CU-  
2 WT-CLT

3 4. *Hernandez v. Personnel Staffing Group, LLC et al.*, Orange County Superior Court,  
4 Case No. 30-2017-00899277-CU-OE-CXC

5 5. *Sanchez, et al v. Pueblo Restaurant, InI. dba Casa Torres*, Los Angeles Superior  
6 Court, Case No. BC697241

7 6. *Augusto v. HIOG Management Services, LLC, et al.*, San Bernardino Superior Court,  
8 Case No. CIVDS1610431

9 7. *Mendoza v. McNeal, Duckworth and McNeal, InI.*, Orange County Superior Court,  
10 Case No. 30-2017-00899290-CU-OE-CXC

11 8. *Ortiz v. Bayside Insurance Associates, InI. et al*, Orange County Superior Court, Case  
12 No. 30-2016-00895669-CU-OE-CXC

13 9. *Paramo v. Quest Nutrition LLC et al.*, Los Angeles County Superior Court, Case No.  
14 BC609306

15 10. *Luis v. Second Street Corporation dba Huntley House Hotel*, Los Angeles County  
16 Superior Court, Case No. BC691018

17 11. *Venegas, at al. v. Bergen Shippers Corp, et al*, Los Angeles County Superior Court,  
18 Case No. BC715217

19 12. *Bernal v. Bristol Equity Partners LP et al*, Orange County Superior Court, Case No.  
20 30-2016-00854699-CU-OE-CXC

21 13. *Rowe v. Rasier-CA, LLC*, Orange County Superior Court,  
22 Case No. 30-2018-00989673-CU-OE-CXC

23 14. *Mr. Flores-Ocampo v. Habit Restaurants, LLC, The et al*, Orange County Superior  
24 Court, Case No. 30-2016-00840385-CU-OE-CJC

25 15. *Radilla v. States Logistics Services, InI.*, Orange County Superior Court,  
26 Case No. 30-2018-00978231-CU-WT-CJC  
27  
28

1 16. *Rodriguez v. Lampson Sewing Incorporated et al*, Orange County Superior Court,  
2 Case No. 30-2017-00900653-CU-OE-CJC

3 17. *January v. Discovery Management InI. et al*, Los Angeles Superior Court,  
4 Case No. BC635918

5 18. *Angel Hernandez v. Merchants Landscape Services, InI. et al.*, Los Angeles Superior  
6 Court, Case No. BC674131

7 19. *Quezada v. Garden Fresh Restaurant Corp. et al*, Orange County Superior Court,  
8 Case No. 30-2016-00840321-CU-OE-CJC

9 20. *Munoz v. Batten Down, InI. et al*, Los Angeles County Superior Court, Case No.  
10 BC617880

11 21. *Salgado v. Resort at Pelican Hill, LLC et al*, Orange County Superior Court, Case  
12 No. 30-2016-00840386-CU-OE-CJC

13 22. *Darmawati v. Westview Services InI.*, Orange County Superior Court, Case No. 30-  
14 2015-00795449-CU-OE-CJC

15 23. *Escobar v. Westcoast Textiles, InI. et al*, Orange County Superior Court,  
16 Case No. 30-2018-00979111-CU-OE-CXC

17 24. *Chacon v. Express Fashion Operations, LLC*, Orange County Superior Court, Case  
18 No. 30-2017-00900648-CU-OE-CXC

19 25. *Chacon v. Express Fashion Operations, LLC*, Orange County Superior Court, Case  
20 No. 8:19-cv-00564

21 26. *Plascencia v. RM HQ, LLC, dba Real Mex Restaurants*, Orange County Superior  
22 Court, Case No. 30-2017-00926015-CU-OE-CXC

23 27. *Casas v. PC Hospitality et al.*, Orange County Superior Court,  
24 Case No. 30-2016-00877489-CU-OE-CXC

25 28. *Leon v. SWH Mimi's Café, LLC*, Orange County Superior Court,  
26 Case No. 30-2018-00978815-CU-OE-CXC  
27  
28

- 1 29. *Quintanilla v. Southwest Wine & Spirits, LLC*, Los Angeles Superior Court, Case No.  
2 BC653817
- 3 30. *Fabiola Rodriguez v. Second Floor Food, Drinks and Art, LLC*, Orange County  
4 Superior Court, Case No. 30-2018-00981362-CU-WT-CXC
- 5 31. *Santisteban v. Rod Fraser Enterprises, InI. et al*, Orange County Superior Court,  
6 Case No. 30-2017-00904202-CU-OE-CXC
- 7 32. *Milano v. Lev Tambor dba Distractions Lounge*, Orange County Superior Court,  
8 Case No. 30-2018-00966582-CU-WT-CXC
- 9 33. *Ajin v. Lymi, Inc*, Los Angeles County Superior Court, Case No. BC696168
- 10 34. *Recinos v. Pacific American Fish Co., et al*, Los Angeles Superior Court,  
11 Case No. BC710735
- 12 35. *Valle-Valdez v. St. Jude Hospital Yorba Linda, et al*, Orange County Superior Court,  
13 Case No. 30-2015-00795457-CU-OE-CJC
- 14 36. *Juarez v. Arakelian Enterprises, InI., et al*, Los Angeles Superior Court,  
15 Case No. BC710736
- 16 37. *Solarzano v. T&J Fresh Co. dba Chomp Sushi*, Orange County Superior Court,  
17 Case No. 30-2018-00981299-CU-OE-CXC
- 18 38. *Taylor v. G.I. Trucking Company dba Estes West et al*, Los Angeles Superior Court,  
19 Case No. BC722778
- 20 39. *Rendon v. L & L Foods Holdings, LLC, et al*, Orange County Superior Court, Case  
21 No. 30-2018-00982745-CU-OE-CXC
- 22 40. *Magana v. Zara USA, InI., et al*, Orange County Superior Court,  
23 Case No. 8:18-cv-02249-AG (ADSx)
- 24 41. *Flores v. ABM Industry Groups, LLC et al*, Orange County Superior Court,  
25 Case No. 30-2018-00971152-CU-WT-CJC
- 26 42. *Diaz v. Macy's West Stores, InI. dba Macy's*, Central District of California,  
27  
28

Case No. SACV19-00303 ODW (MAAx)

43. *Aguirre v. Shelfmaster et al*, Orange County Superior Court, 30-2015-00787557-CU-OE-CJC

44. *Goldman v. Encore Energy, InI.*, Los Angeles County Superior Court, BC606773

45. *Munoz v. 8947 Sunset Pizza, LLC et al.*, Los Angeles Superior Court,  
Case No. BC646999

41. On July 11, 2024, I extrapolated the cost and time sheet entries for this matter maintained through my firm's Legal Practice Management Software. My firm advanced all itemized cost contained in the attached record and attached hereto as **Exhibit D** is a true and correct copy of the record maintained on my practice management software for cost incurred. Attached hereto as **Exhibit E** is a true and correct copy of the record maintained on my practice management software for time entries regarding this case. There is a fee sharing agreement with Aegis Law Firm with a division of fees of 50% to Jackson APC in the amount of \$155,139 and 50% to Aegis Law Firm equating to \$155,139.

42. My hourly rate is \$725. The other attorney at my office Anthony Filer Jr. also worked on this matter whom is a 1-year California licensed attorney with a billable rate of \$250 per hour which should be considered reasonable. Yesenia Villalba whom is a paralegal with over five years of legal experience with a billable rate of \$145 which should be considered reasonable. Attached hereto as **Exhibit F** is a true and correct copy of the Laffey Fee Matrix.

I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on this 11th day of July 2024 in Irvine, California.

/s/ Armond M. Jackson

Armond M. Jackson, Declarant

**DECLARATION OF ARMOND M. JACKSON IN SUPPORT OF FOR FINAL  
APPROVAL OF CLASS ACTION SETTLEMENT**

# **EXHIBIT A**

Armond M. Jackson, SBN 281547  
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Fax: (949) 777-6218

Attorneys for Plaintiff Cristobal Flores-Ocampo

*[Additional counsel listed on following page]*

SUPERIOR COURT OF STATE OF CALIFORNIA  
FOR THE COUNTY OF ORANGE—CIVIL COMPLEX CENTER

CRISTOBAL FLORES-OCAMPO, as an  
individual and on behalf of others similarly  
situated,

Plaintiff,

vs.

LAGUNA COOKIE COMPANY INC., a  
California Corporation, and DOES 1-50,  
inclusive,

Defendant.

Case No: 30-2020-01166599-CU-OE-CXC

Assigned for all purposes to:  
Hon. William Claster  
Department CX-101

**SECOND AMENDED JOINT  
STIPULATION OF SETTLEMENT**

Case filed: October 22, 2020  
Trial date: TBD

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22 Pittsburgh, PA 15219

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24 Fax: 412 562 1041

25 Attorneys for Defendant Laguna Cookie Company, Inc.

1 It is stipulated and agreed by and among the undersigned Parties, subject to the approval of  
2 the Court pursuant to the California Rules of Court, that the Settlement of this Action shall be  
3 effectuated upon and subject to the following terms and conditions. Capitalized terms used herein  
4 shall have the meanings set forth in Article I or as defined elsewhere in this Second Amended Joint  
5 Stipulation of Settlement (“Agreement” or “Settlement”).

6 This Agreement is made by and between Named Plaintiff Cristobal Flores-Ocampo (referred  
7 to herein as “Plaintiff” or “Named Plaintiff”) and the Class Members, on the one hand, and  
8 Defendants Laguna Cookie Company, Inc., and D.F. Stauffer Biscuit Co., Inc. (“Defendants”), on  
9 the other hand. Plaintiff and Defendants collectively are referred to in this Agreement as “the  
10 Parties.”

11 The Parties agree that the Action shall be, and hereby is, ended, settled, resolved, and  
12 concluded by agreement of Defendant to pay the settlement amount of Nine Hundred Thirty  
13 Thousand, Eight Hundred Thirty-Four Dollars and Zero Cents (\$930,834.00) as provided in Section  
14 4.06(a) below (“Gross Settlement Amount”) pursuant to the terms and conditions of this Agreement  
15 and for the consideration set forth herein.

## 16 ARTICLE I

### 17 DEFINITIONS

18 Unless otherwise defined herein, the following terms used in this Agreement shall have the  
19 meanings ascribed to them as set forth below:

20 a. “Action” means the action described as follows: *Cristobal Flores-Ocampo*  
21 *individually and on behalf of all others similarly situated v. Laguna Cookie Company Inc., a*  
22 *California corporation, and DOES 1 through 50, inclusive*, Case No. 30-2020-01166599-CU-OE-  
23 CXC, commenced on October 22, 2020, in the Superior Court of the State of California, County of  
24 Orange.

25 b. “Agreement” means this Joint Stipulation of Settlement, including the attached  
26 Exhibit(s).

1 c. “Aggrieved Employees” means all current and former non-exempt individuals  
2 employed by the Defendants in California at any time between October 22, 2019 through April 8,  
3 2023.

4 d. “Class” means all current and former non-exempt employees employed by the  
5 Defendants in California at any time between October 22, 2016 through April 8, 2023. The Class  
6 excludes employees directly employed by staffing companies including the employees of Chartwell  
7 Staffing Services, Inc., in the lawsuit entitled *Mendoza v. Laguna Cookie Company, Inc., Chartwell*  
8 *Staffing Services, Inc., and D.F. Stauffer Biscuit Co., Inc. and DOES 1 through 20, inclusive*, Case  
9 No. 30-2019-01107762-CU-OE-CXC, commenced on October 28, 2019, in the Superior Court of  
10 the State of California, County of Orange.

11 e. “Class Counsel” means the attorneys for the Class and the Class Members, who are:

12 JACKSON APC  
13 Armond M. Jackson  
14 Andrea M. Fernandez-Jackson  
15 Anthony S. Filer, Jr.  
16 2 Venture Plaza, Suite 240  
Irvine, CA 92618  
Phone: (949) 281-6857  
Fax: (949) 777-6218

17 f. “Class List” means a list based on Defendant’s business records that identifies each  
18 Class Member’s name, last known home or mailing address, Social Security number or, as  
19 applicable, other taxpayer identification number, dates of employment, and the number of Qualifying  
20 Workweeks worked during the Class Period.

21 g. “Class Member” means a member of the Class, as either a Participating Class Member  
22 or Non-Participating Class Member (including a Non-Participating Class Member who qualified as  
23 an Aggrieved Employee).

24 h. “Class Period” means the period of time from October 22, 2016 through April 8, 2023.

25 i. “Court” means the Superior Court of the State of California, County of Orange.

26 j. “Date of Finality” means the later of the following: (1) the date the Final Order is  
27 signed if no objections are filed to the Settlement; (2) if objections are filed and overruled, and no  
28 appeal is taken of the Final Order, sixty-five (65) days after the Final Order; or (3) if an appeal or

1 other judicial review is taken from the Court's overruling of objections to the settlement, ten (10)  
2 days after the appeal is withdrawn or after an appellate decision affirming the Final Order becomes  
3 final.

4 k. "Defendants" means Defendant Laguna Cookie Company, Inc., and D.F. Stauffer  
5 Biscuit Co., Inc.

6 l. "Defense Counsel" means counsel for Defendant:

7 BUCHANAN INGERSOLL & ROONEY LLP

8 Jason E. Murtagh

9 One America Plaza

600 West Broadway, Suite 1100

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16 Gretchen Woodruff Root

17 501 Grant Street, Suite 200

Pittsburgh, PA 15219

18 Phone: (412) 562-8800

19 Fax: (412) 562-1041

20 m. "Disposition" means the method by which the Court approves the terms of the  
21 Settlement and retains jurisdiction over its enforcement, implementation, construction,  
22 administration, and interpretation.

23 n. "Enhancement Award" means a monetary amount of up to Five Thousand Dollars  
24 and Zero Cents (\$5,000.00) for Plaintiff Cristobal Flores-Ocampo subject to Court approval, in  
25 recognition of his effort and work in prosecuting the Action on behalf of Class Members.

26 o. "Final Fairness and Approval Hearing" means the Court's hearing on the Motion for  
27 Final Approval of the Settlement to conduct an inquiry into the fairness of the Settlement as set forth  
28

1 in this Agreement and to determine whether to approve finally and implement the terms of this  
2 Agreement and enter the Judgment.

3 p. “Final Order Approving Settlement of Class Action” or “Final Order” means the final  
4 formal court order signed by the Court following the Final Fairness and Approval Hearing in  
5 accordance with the terms herein, approving this Agreement.

6 q. “Gross Settlement Amount” means Nine Hundred Thirty Thousand, Eight Hundred  
7 Thirty-Four Dollars and Zero Cents (\$930,834.00) to be paid by Defendant as provided by this  
8 Agreement to settle this Action. All payments to the Class, Settlement Administration Costs, Class  
9 Counsel’s attorneys’ fees and costs, and Enhancement Award, pursuant to Section 4.07(a) below,  
10 shall be paid out of the Gross Settlement Amount. The employer’s share of payroll taxes arising  
11 from the payments made under this settlement shall be paid by Defendant separate from and in  
12 addition to the Gross Settlement Amount. The Parties have agreed that 20% of the Net Settlement  
13 Fund shall be allocated to wages, with the remaining 80% allocated to penalties and interest. No  
14 part of the Gross Settlement Amount shall revert to Defendant.

15 r. “Individual Settlement Payment(s)” means each Participating Class Member’s  
16 respective share of the Net Settlement Amount. Individual Settlement Payments will be determined  
17 by the calculations provided in this Agreement.

18 s. “LWDA” means the State of California Labor and Workforce Development Agency.

19 t. “LWDA Payment” means 75% of the Fifty Thousand Dollars and Zero Cents  
20 (\$50,000.00) allocated to the settlement of PAGA claims which, subject to Court approval, will be  
21 paid to the LWDA pursuant to Section 4.07(e) of this Agreement, as provided for below.

22 u. “Motion for Final Approval” means Plaintiff’s submission of a written motion,  
23 including any evidence as may be required for the Court to conduct an inquiry into the fairness of  
24 the Settlement as set forth in this Agreement, to conduct a Final Fairness and Approval Hearing, and  
25 to enter a Final Order in this Action as required by Rule 3.769 of the California Rules of Court.

26 v. “Motion for Conditional Class Certification and Preliminary Approval” means  
27 Plaintiff’s submission of a written motion, including any evidence as may be required for the Court  
28

1 to grant preliminary approval of the Settlement as required by Rule 3.769 of the California Rules of  
2 Court.

3 w. “Named Plaintiff” means Cristobal Flores-Ocampo.

4 x. “Net Settlement Amount” means the Gross Settlement Amount less Court-approved  
5 Settlement Administration Costs, Class Counsel’s attorneys’ fees and costs, Enhancement Award,  
6 and LWDA Payment, pursuant to Section 4.07(a)-(f) below.

7 y. “Non-Participating Class Member” means any Class Member who submits to the  
8 Settlement Administrator a valid and timely written request to be excluded from the Class pursuant  
9 to Section 4.04(b) below.

10 z. “Notice Packet” means collectively and in a form substantially similar to, the Notice  
11 of Class Action Settlement attached hereto as **Exhibit A**, Dispute Form as **Exhibit B** and the  
12 Exclusion Form attached hereto as **Exhibit C**, all subject to Court approval.

13 aa. “PAGA” means the California Private Attorneys General Act of 2004, which is  
14 codified in California Labor Code §§ 2698 *et seq.*

15 bb. “PAGA Group Members” means all Class Members employed by the Released  
16 Parties at any time between October 22, 2019 through April 8, 2023.

17 cc. “PAGA Pay Period Payment Rate” means the gross amount that shall be paid for each  
18 PAGA Pay Period for PAGA Group Members as described in Section 4.06(f) below.

19 dd. “PAGA Payment” means the amount payable from the PAGA Settlement Amount to  
20 each PAGA Group Member.

21 ee. “PAGA Period” means the period of time from October 22, 2019 through April 8,  
22 2023.

23 ff. “PAGA Settlement Amount” means the portion of the Gross Settlement Amount  
24 allocated to the resolution of PAGA Group Members’ claims arising under PAGA. The Parties have  
25 agreed that the PAGA Settlement Amount is Fifty Thousand Dollars and Zero Cents (\$50,000.00),  
26 subject to Court approval. Of the PAGA Settlement Amount, 75% will be considered the LWDA  
27 Payment, and the remaining 25% will be added to the Net Settlement Amount and distributed to  
28 PAGA Group Members.

1           gg.     “Participating Class Member” means a Class Member who does not timely exclude  
2 himself or herself from the Settlement and will therefore receive his or her share of the Net Settlement  
3 Amount automatically without the need to return a claim form. Each Participating Class Member  
4 will be paid his/her Individual Settlement Payment.

5           hh.     “Preliminary Approval Date” means the date the Court preliminarily approves the  
6 Settlement embodied in this Agreement.

7           ii.     “Qualified PAGA Pay Periods” means the total number of pay periods during the  
8 PAGA Period that a PAGA Group Member performed work for Defendant as a non-exempt  
9 employee.

10          jj.     “Qualified Settlement Fund” or “QSF” means a fund within the meaning of Treasury  
11 Regulation § 1.468B-1, 26 CFR § 1.468B-1 *et seq.*, that is established by the Settlement  
12 Administrator for the benefit of Participating Class Members.

13          kk.     “Qualifying Workweeks” means the number of weeks that Class Members worked  
14 for the Released Parties as non-exempt employees during the Class Period.

15          ll.     “Released Parties” means Defendants, Laguna Cookie Company, Inc., and its parent,  
16 the D.F. Stauffer Biscuit Co., Inc., , and each of their successors, assigns, predecessors, subsidiaries,  
17 divisions, affiliates, related companies and insurers, and its and their respective officers, directors,  
18 employees, administrators, fiduciaries, and agents.

19          mm.     “Response Deadline” means the deadline by which Class Members must postmark or  
20 fax to the Settlement Administrator requests for exclusion or written notices of objection. The  
21 Response Deadline will be sixty (60) calendar days after the initial mailing of the Notice Packet by  
22 the Settlement Administrator, unless the sixtieth (60th) calendar day falls on a Sunday or federal  
23 holiday, in which case the Response Deadline will be extended to the next day on which the U.S.  
24 Postal Service is open. The Response Deadline will be extended as set forth herein if there is a re-  
25 mailing.

26          nn.     “Settlement Administration Costs” means all costs incurred by the Settlement  
27 Administrator in administration of the Settlement, including, but not limited to, mailing of notice to  
28 the Class, calculation of Individual Settlement Payments, generation of Individual Settlement

1 Payment checks and related tax reporting forms, administration of unclaimed checks, and generation  
2 of checks to Class Counsel for attorneys' fees and costs, to Named Plaintiff for his Enhancement  
3 Award, and to the LWDA for the LWDA Payment. The Settlement Administration Costs shall be  
4 paid from the Gross Settlement Amount.

5 oo. "Settlement Administrator" means CPT Group, Inc., which the Parties have agreed  
6 will be responsible for the administration of the Individual Settlement Payments to be made by  
7 Defendant from the Gross Settlement Amount and related matters under this Agreement.

## 8 9 **ARTICLE II**

### 10 **RECITALS**

11 a. On October 22, 2020, Plaintiff Cristobal Flores-Ocampo commenced this Action by  
12 filing a Complaint against Defendant in the Superior Court of the State of California, County of  
13 Orange. Plaintiff's Complaint asserted the following causes of action:

- 14 1. Failure to pay wages for all time worked under Cal. Labor Code §§ 510, 1194,  
15 and Industrial Welfare Commission Wage Orders 1-2001, 4-2001, 7-2001, 8-  
2001, and 9-2001;
- 16 2. Failure to pay overtime wages under Cal. Labor Code §§ 510, 1194, and Section  
17 3 of Industrial Welfare Commission Wage Orders 1-2001, 4-2001, 7-2001, 8-  
2001, and 9-2001;
- 18 3. Failure to pay wages on a timely basis under Cal. Labor Code § 210;
- 19 4. Collecting and receiving wages from employees under Cal. Labor Code §§ 210,  
20 221;
- 21 5. Failure to authorize or permit meal periods under Cal. Labor Code §§ 226.7, 512  
22 and Section 11 of Industrial Welfare Commission Wage Orders 1-2001, 4-2001,  
23 7-2001, 8-2001, and 9-2001;
- 24 6. Failure to authorize or permit rest periods under Cal. Labor Code § 226.7 and  
25 Section 12 of Industrial Welfare Commission Wage Orders 1-2001, 4-2001, 7-  
26 2001, 8-2001, and 9-2001;
- 27 7. Failure to provide complete and accurate wage statements under Cal. Labor Code  
28 § 226(a);
8. Failure to timely pay all earned wages and final paychecks under Cal. Labor Code  
§§ 201, 202, and 203;
9. Failure to reimburse Plaintiff and other employees under Cal. Labor Code §§  
2802, 2804; and

10. Unfair business practices in violation of California Business and Professions Code § 17200.

b. On January 11, 2021, Plaintiff filed a First Amended Complaint adding a cause of action under the Private Attorneys General Act of 2004, Cal. Labor Code §§ 2698, et seq. Plaintiff will file a Second Amended Complaint. The Second Amended Complaint will become the operative complaint. (“Second Amended Complaint” or the “Operative Complaint”)

c. Defendants denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in the Operative Complaint, and denies any and all liability for the causes of action alleged.

d. On May 16, 2023, the Parties participated in an all-day mediation presided over by Marc Feder, a respected mediator of wage and hour representative and class actions. At the mediation, each side, represented by its respective counsel, agreed to settle the Action based upon a mediator's proposal which was memorialized in the form of a Memorandum of Understanding. This Agreement replaces and supersedes the Memorandum of Understanding and any other agreements, understandings, or representations between the Parties.

e. Prior to mediation, Plaintiff obtained sufficient documents and information to sufficiently investigate the claims such that Plaintiff's investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar*").

f. This Agreement represents a compromise and settlement of highly-disputed claims. Nothing in this Agreement is intended or will be construed as an admission by Defendant that the claims in the Action have merit or that Defendant bears any liability to Plaintiff, Class Members, or PAGA Group Members on those claims or any other claims, or as an admission by Plaintiff that Defendant's defenses in the Action have merit.

## ARTICLE III

## CONTINGENT NATURE OF THE AGREEMENT

### **Section 3.01: Stipulation of Class Certification for Settlement Purposes**

1           Because the Parties have stipulated to the certification of the Class with respect to all causes  
2 of action alleged in the Action for settlement purposes only, this Agreement requires preliminary and  
3 final approval by the Court. Accordingly, the Parties enter into this Agreement on a conditional  
4 basis. This Agreement is contingent upon the approval and certification by the Court. If the Date of  
5 Finality does not occur, the fact that the Parties were willing to stipulate for the purposes of this  
6 Agreement to a Class shall have no bearing on, nor be admissible in connection with, the issue of  
7 certification of the Class with respect to all causes of action alleged in the Action. Defendant does  
8 not consent to certification of the Class for any purpose other than to effectuate settlement of the  
9 Action. If the Date of Finality does not occur, or if Disposition of this Action is not effectuated, any  
10 certification of the Class as to Defendant will be vacated and Named Plaintiff, Defendant, and the  
11 Class will be returned to their positions with respect to the Action as if the Agreement had not been  
12 entered into. In the event that the Date of Finality does not occur: (a) any Court orders preliminarily  
13 or finally approving certification of any class contemplated by this Agreement shall be null, void,  
14 and vacated, and shall not be used or cited thereafter by any person or entity; and (b) the fact of the  
15 settlement reflected in this Agreement, the fact that Defendant did not oppose the certification of a  
16 Class under this Agreement, or that the Court preliminarily approved the certification of the Class,  
17 shall not be used or cited thereafter by any person or entity, including in any manner whatsoever,  
18 including without limitation any contested proceeding relating to the certification of any class. If the  
19 Date of Finality does not occur, this Agreement shall be deemed null and void, shall be of no force  
20 or effect whatsoever, and shall not be referred to or used for any purpose whatsoever. Defendant  
21 expressly reserves the right to challenge the propriety of class certification in the Action for any  
22 purpose, if the Date of Finality does not occur.

23           The Parties and their respective counsel shall take all steps that may be requested by the Court  
24 relating to the approval and implementation of this Agreement and shall otherwise use their  
25 respective best efforts to obtain Court approval and implement this Agreement. If the Court does not  
26 grant the Motion for Preliminary Approval and/or the Motion for Final Approval, the Parties agree  
27 to meet and confer to address the Court's concerns. If the Parties are unable to agree upon a  
28 resolution, the Parties agree to seek the assistance of mediator Marc Feder to resolve the dispute.

1 ARTICLE IV

2 **PROCEDURE FOR APPROVAL AND IMPLEMENTATION OF THE SETTLEMENT**

3 The procedure for obtaining Court approval of and implementing this Agreement shall be as  
4 follows:

5 **Section 4.01: Motion for Conditional Class Certification and Preliminary Approval**

6 Named Plaintiff will bring a motion before the Court for an order conditionally certifying the  
7 Class to include all claims, which were pled in the Action or which could have been pled based on  
8 the facts alleged in the Operative Complaint, based on the preliminary approval of this Agreement.  
9 The date that the Court grants preliminary approval of this Agreement will be the “Preliminary  
10 Approval Date.”

11 **Section 4.02: The Settlement Administrator**

12 The Parties have chosen CPT Group, Inc., to act as the Settlement Administrator and to  
13 administer this Settlement, including, but not limited to, distributing and responding to inquiries  
14 about the Notice Packet, determining the validity of exclusions/opt-outs, calculating the Net  
15 Settlement Amount and the Individual Settlement Payments, issuing the Individual Settlement  
16 Payment checks and distributing them to Participating Class Members, establishing and maintaining  
17 the QSF, and issuing the payment to Class Counsel for attorneys’ fees and costs, the Enhancement  
18 Award check to Named Plaintiff, and the employer payroll taxes to the appropriate taxing authorities.  
19 The Settlement Administrator shall expressly agree to all of the terms and conditions of this  
20 Agreement.

21 All costs of administering the Settlement, including, but not limited to, all costs and fees  
22 associated with preparing, issuing and mailing any and all notices to Class Members and/or  
23 Participating Class Members, all costs and fees associated with computing, processing, reviewing,  
24 and mailing the Individual Settlement Payments, all costs and fees associated with preparing any tax  
25 returns and any other filings required by any governmental taxing authority or agency, all costs and  
26 fees associated with preparing any other checks, notices, reports, or filings to be prepared in the  
27 course of administering disbursements from the Net Settlement Amount, and any other costs and fees  
28 incurred and/or charged by the Settlement Administrator in connection with the execution of its

1 duties under this Agreement (“Settlement Administration Costs”), shall be paid to the Settlement  
2 Administrator from the Gross Settlement Amount.

3 **Section 4.03: Notice to Class Members**

4 No later than ten (10) business days after the Preliminary Approval Date, Defendant will  
5 provide the Settlement Administrator with a “Class List” in electronic format based on its business  
6 records, identifying the names of the Class Members, their last known home addresses, Social  
7 Security numbers or, as applicable, other taxpayer identification number, their dates of employment  
8 and weeks worked during the Class Period.

9 Within ten (10) business days of receiving a Class List from Defendant, the Settlement  
10 Administrator will send Class Members, by first-class mail, at their last known address, the Court-  
11 approved Notice Packet, including notice of this Settlement and of the opportunity to opt out of the  
12 Settlement Class. The Notice Packet will include a calculation of the Class Member’s approximate  
13 share of the Net Settlement Amount. Class Members will have sixty (60) days from the date of  
14 mailing in which to postmark objections or requests for exclusion. Prior to the initial mailing, the  
15 Settlement Administrator will check all Class Member addresses against the National Change of  
16 Address database and shall update any addresses before mailing. The Settlement Administrator will  
17 skip trace and re-mail all returned, undelivered mail within five (5) days of receiving notice that a  
18 Notice Packet was undeliverable. If a Class Member’s notice is re-mailed, the Class Member shall  
19 have fifteen (15) calendar days from the re-mailing, or sixty (60) calendar days from the date of the  
20 initial mailing, whichever is later, in which to postmark objections or requests for exclusion. Class  
21 Members shall not be required to submit claim forms in order to receive a proportional share of the  
22 Net Settlement Amount.

23 If the Notice Packet is returned with a forwarding address, the Settlement Administrator shall  
24 re-mail the Notice Packet to the forwarding address. With respect to those Class Members whose  
25 Notice Packet is returned to the Settlement Administrator as undeliverable, the Settlement  
26 Administrator shall promptly attempt to obtain a valid mailing address by performing a skip trace or  
27 mass search on LexisNexis or comparable databases based on set criteria and, if another address is  
28 identified, shall mail the Notice Packet to the newly identified address. It is the intent of the parties

1 that reasonable means be used to locate Class Members and that the Settlement Administrator be  
2 given discretion to take steps in order to facilitate notice of the Settlement and delivery of the  
3 Individual Settlement Payments to all Participating Class Members.

4 If the Notice Packet is re-mailed, the Settlement Administrator will note for its own records  
5 and notify Class Counsel and Defense Counsel of the date of each such re-mailing as part of a weekly  
6 status report provided to the Parties.

7 In the event a Class Member's Notice Packet remains undeliverable sixty (60) calendar days  
8 after the Notice Packet was initially mailed, the Settlement Administrator will not mail the Class  
9 Member's Individual Settlement Payment. The Settlement Administrator will hold the Class  
10 Member's Individual Settlement Payment during the check cashing period on behalf of the Class  
11 Member. If at the conclusion of the check cashing period the Class Member's Notice Packet and  
12 Individual Settlement Payment remain undeliverable and/or unclaimed and uncashed, the Settlement  
13 Administrator will distribute the funds from unclaimed/uncashed checks in accordance with the  
14 procedures set forth in Section 4.07(g) below.

15 No later than twenty (20) court days prior to the Final Fairness and Approval Hearing, the  
16 Settlement Administrator shall provide Defense Counsel and Class Counsel with a declaration  
17 attesting to completion of the notice process, including any attempts to obtain valid mailing addresses  
18 for and re-sending of any returned Notice Packets, as well as the number of valid requests for  
19 exclusion and objections that the Settlement Administrator received.

#### 20 **Section 4.04: Responses to Notice**

##### 21 **a. Class Member Disputes**

22 If any Class Member disagrees with Defendant's records as to his or her Qualifying  
23 Workweeks during the Class Period as reflected in the Notice Packet, the Class Member shall set  
24 forth in writing the Qualifying Workweeks he/she claims to have worked during the Class Period  
25 and submit such writing to the Settlement Administrator by the Response Deadline, along with any  
26 supporting documentation. The Notice Packet shall contain a Dispute Form substantially in the form  
27 attached hereto as **Exhibit B**. The Notice of Class Action Settlement will also provide a method for  
28 the Class Member to challenge the employment data on which his or her Individual Settlement

1 Payment is based. The Settlement Administrator shall contact the Parties regarding the dispute and  
2 the Parties will work in good faith to resolve it. If the Parties are unable to resolve the dispute, the  
3 Settlement Administrator will be the final arbiter of the Qualifying Workweeks for each Class  
4 Member during the Class Period based on the information provided to it.

5 **b. Requests for Exclusion from Class**

6 In order for any Class Member to validly exclude himself or herself from the Class and this  
7 Settlement (*i.e.*, to validly opt out), a written request for exclusion must be signed by the Class  
8 Member or his or her authorized representative, and must be sent to the Settlement Administrator,  
9 postmarked no later than the Response Deadline (or fifteen (15) days after the Settlement  
10 Administrator re-mails the Notice to the Class Member, whichever is later). The Notice Packet shall  
11 contain instructions on how to validly exclude himself or herself from the Class and this Settlement  
12 (*i.e.*, opt out), including the language to be used in a request for exclusion. The date of the initial  
13 mailing of the Notice Packet, and the date the signed request for exclusion was postmarked, shall be  
14 conclusively determined according to the records of the Settlement Administrator. Any Class  
15 Member who timely and validly requests exclusion from the Class and this Settlement will not be  
16 entitled to any Individual Settlement Payment, will not be bound by the terms and conditions of this  
17 Agreement, and will not have any right to object, appeal, or comment thereon.

18 Any Class Member who fails to timely submit a request for exclusion shall automatically be  
19 deemed a Class Member whose rights and claims with respect to the issues raised in the Action are  
20 determined by the Court's Final Order Approving Settlement of Class Action, and by the other  
21 rulings in the Action. Thus, said Class Member's rights to pursue any claims covered by the Action  
22 and/or released in this Agreement will be extinguished.

23 **c. Objections to Settlement**

24 For any Class Member to object to this Agreement, or any term of it, the person making the  
25 objection must not submit a request for exclusion (*i.e.*, must not opt out), and should send to the  
26 Settlement Administrator, postmarked or faxed no later than the Response Deadline (or fifteen (15)  
27 days after the Settlement Administrator re-mails the Notice to the Class Member, whichever is later),  
28 a written statement of the grounds of objection, signed by the objecting Class Member or his or her

1 attorney, along with all supporting papers. The date of the initial mailing of the Notice Packet, and  
2 the date the signed objection was postmarked, shall be conclusively determined according to the  
3 records of the Settlement Administrator. The Settlement Administrator shall send any objections it  
4 receives to Defense Counsel and Class Counsel within three (3) business days of receipt. Class  
5 Members may also appear at the Final Fairness and Approval Hearing to object. The Court retains  
6 final authority with respect to the consideration and admissibility of any Class Member objections.

7 **d. Encouragement of Class Members**

8 The Parties to this Agreement and the counsel representing such Parties shall not, directly or  
9 indirectly, through any person, encourage or solicit any Class Member to exclude him or herself from  
10 this Settlement (opt out), or to object to it. However, Class Counsel may respond to inquiries from  
11 Class Members.

12 **e. Right to Void Agreement**

13 If the number of employees exceeds 313 or the number of workweeks exceeds 35,702, each  
14 party shall have the option, but not the obligation, to void this Agreement. If either party exercises  
15 the right to void the Agreement, then the Parties will have no further obligations under the  
16 Agreement, including any obligation by Defendant to pay the Gross Settlement Amount. Any  
17 termination in accordance with this section must be exercised within fourteen (14) days of  
18 Defendant's provision of the Class List to the Settlement Administrator as contemplated in Section  
19 4.03.

20 **f. Termination for Lack of Sufficient Participation**

21 If five percent (5%) or more of the Class Members makes a valid request to be excluded from  
22 the Class, Defendant shall have the option, but not the obligation, to void the Agreement within  
23 fourteen (14) days of the Response Deadline. If Defendant exercises that right to void the Agreement,  
24 then the Parties will have no further obligations under the Agreement, including any obligation by  
25 Defendant to pay the Gross Settlement Amount, or any amounts that otherwise would have been  
26 owed under this Agreement, except that Defendant will pay the Settlement Administrator's  
27 reasonable fees and expenses incurred as of the date that Defendant exercise the right to void the  
28 Agreement. Defendant shall meet and confer with Class Counsel prior to exercising its right to

1 rescind the Agreement under this provision, and shall notify Class Counsel, via email, and the Court  
2 whether it is exercising its right to void the Agreement.

3 **Section 4.05: Final Fairness and Approval Hearing**

4 On the date set forth in the Order for Preliminary Approval and Notice Packet, a Final  
5 Fairness and Approval Hearing shall be held before the Court in order to (1) review this Agreement  
6 and determine whether the Court should give it final approval, and (2) consider any objections made  
7 and all responses by the Parties to such objections. At the Final Fairness and Approval Hearing, the  
8 Parties shall ask the Court to grant final approval to this Agreement and shall submit to the Court a  
9 Proposed Final Order Approving Settlement of Class Action.

10 **Section 4.06: Settlement Payment Procedures**

11 **a. Settlement Amount**

12 In exchange for the Released Claims set forth in this Agreement, Defendant agrees to pay the  
13 Gross Settlement Amount in the amount of Nine Hundred Thirty Thousand, Eight Hundred Thirty-  
14 Four Dollars and Zero Cents (\$930,834.00). The Gross Settlement Amount includes all Individual  
15 Settlement Amounts to Participating Class Members, all Settlement Administration Costs, Class  
16 Counsel's attorney's fees and costs, PAGA Settlement Amount, and the Enhancement Award.

17 Within sixty (60) days of the Date of Finality, Defendant shall transfer the Gross Settlement  
18 Amount plus Defendant's share of employer-side payroll taxes, as set forth herein, into a QSF  
19 established by the Settlement Administrator either directly or by sending the funds to the Settlement  
20 Administrator to be deposited and distributed. The Settlement Administrator will use these funds to  
21 fund payment of the Individual Settlement Payments to Participating Class Members, Class  
22 Counsel's attorneys' fees and costs, the Enhancement Award, the LWDA Payment, and the  
23 Settlement Administration Costs.

24 Within ten (10) court days after receiving Defendant's final payment, funding the Gross  
25 Settlement Amount in full, the Settlement Administrator will pay the Individual Settlement Payments  
26 to Participating Class Members, Class Counsel's attorneys' fees and costs, LWDA Payment, the  
27 Enhancement Award, and employer and employee tax withholdings applicable to the Net Settlement  
28 Amount allocated to wages. Prior to this distribution, the Settlement Administrator will perform a

1 search based on the National Change of Address Database to update and correct for any known or  
2 identifiable address changes.

3 **b. Payment of Attorneys' Fees and Costs**

4 Class Counsel shall submit an application for an award of attorneys' fees of up to one-third  
5 of the Gross Settlement Amount, which, based on the current Gross Settlement Amount, is Three  
6 Hundred Ten Thousand, Two Hundred Seventy-Eight Dollars and Zero Cents (\$310,278). Class  
7 Counsel shall submit an application for an award of costs not to exceed Thirty Thousand Dollars and  
8 Zero Cents (\$30,000.00). Such application for attorneys' fees and costs shall be heard by the Court  
9 at the Final Fairness and Approval Hearing. Defendant takes no position with respect to Class  
10 Counsel's application for these amounts. Class Counsel shall serve Defendant with copies of all  
11 documents submitted in support of their application for an award of attorneys' fees and costs.

12 Any attorneys' fees and costs awarded to Class Counsel by the Court shall be paid from the  
13 Gross Settlement Amount and shall not constitute payment to any Class Member(s). The attorneys'  
14 fees and costs for Class Counsel approved by the Court shall encompass all work performed, costs,  
15 and expenses related to the investigation, prosecution, and settlement of the Action incurred through  
16 the Date of Finality. To the extent that the Court approves less than the amount of attorney's fees  
17 and/or costs that Class Counsel requests, the difference between the requested and awarded amounts  
18 will be reallocated to the Net Settlement Amount.

19 **c. Payment of Settlement Administration Costs**

20 The Settlement Administration Costs shall be paid out of the Gross Settlement Amount and  
21 shall not constitute payment to any Participating Class Member(s). The amount shall not exceed  
22 Fifteen Thousand Dollars and Zero Cents (\$15,000.00).

23 **d. Payment of Enhancement Award to Named Plaintiff**

24 Subject to Court approval, the Named Plaintiff shall receive an Enhancement Award of up to  
25 Five Thousand Dollars and Zero Cents (\$5,000.00) for Plaintiff Cristobal Flores-Ocampo, the request  
26 for which Defendant takes no position. The Enhancement Award shall be paid out of the Gross  
27 Settlement Amount and shall not constitute payment to any Participating Class Member(s) other than  
28 Named Plaintiff. To the extent that the Court approves less than the amount of the Enhancement

1 Award that Class Counsel requests, the difference between the requested and awarded amounts will  
2 be reallocated to the Net Settlement Amount.

3 Because it is the intent of the Parties that the Enhancement Award represents payment to  
4 Named Plaintiff for his service to the Class Members, and not wages, the Settlement Administrator  
5 will not withhold any taxes from the Enhancement Award. The Enhancement Award will be reported  
6 on a Form 1099, which the Settlement Administrator will provide to Named Plaintiff and to the  
7 pertinent taxing authorities as required by law.

8 **e. Payment to the Labor and Workforce Development Agency**

9 In consideration of claims made under PAGA, Class Counsel will request that the Court approve  
10 allocation of Fifty Thousand Dollars and Zero Cents (\$50,000.00) of the Gross Settlement Amount  
11 to these claims. Seventy-five percent (75%) of this payment, which amounts to Thirty-Seven  
12 Thousand, Five Hundred Dollars and Zero Cents (\$37,500.00), will be paid to the California Labor  
13 and Workforce Development Agency ("LWDA Payment"), and twenty-five percent (25%), which is  
14 Twelve Thousand, Five Hundred Dollars and Zero Cents (\$12,500.00), will be paid to the Net  
15 Settlement Amount for distribution to PAGA Group Members. Defendant will not oppose this  
16 request. The entire PAGA Settlement Amount will be paid out of the Gross Settlement Amount.  
17 The Court's adjustment, if any, of the amount allocated to Named Plaintiff's PAGA claim in the  
18 Action, will not invalidate this Agreement.

19 **f. Payment to PAGA Group Members**

20 From the PAGA Settlement Amount, the remaining Twelve Thousand, Five Hundred Dollars  
21 and Zero Cents (\$12,500.00) shall be distributed to PAGA Group Members as their PAGA Payment.  
22 PAGA Payments shall be paid by the Settlement Administrator from the Gross Settlement Amount.  
23 PAGA Payments shall be allocated as non-wage penalties not subject to payroll tax withholdings.  
24 The Settlement Administrator shall issue an IRS Form 1099 to each PAGA Group Member for their  
25 PAGA Payment.

26 The Twelve Thousand, Five Hundred Dollars and Zero Cents (\$12,500.00) PAGA Payment  
27 shall be divided by the total number of Qualified PAGA Pay Periods for all PAGA Group Members  
28 during the PAGA Period. The result of this division shall yield a PAGA Pay Period Payment Rate

for PAGA Group Members. The gross amount of each PAGA Group Member's PAGA Payment shall be calculated by multiplying the number of Qualified PAGA Pay Periods applicable to that PAGA Group Member by the PAGA Pay Period Payment Rate.

**g. Payment of Individual Settlement Payments to Participating Class Members**

The Parties agree that the Net Settlement Amount shall be used to fund Individual Settlement Payments. The Parties agree that the Net Settlement Amount shall be divided between all Participating Class Members in proportion to the number of individual Qualifying Workweeks for each Class Member. To calculate the minimum amount each Class Member will receive based on their individual Qualifying Workweeks, the Net Settlement Amount will be divided by the total number of Qualifying Workweeks by all Class Members during the Class Period and then allocated on a pro rata basis. Qualifying Workweeks will be rounded up to the next whole integer. Each Class Member's approximate Individual Settlement Payment amount will be included in his or her Notice Packet. After final approval by the Court, the Net Settlement Amount will be dispersed to Participating Class Members (those who did not exclude themselves) on a pro rata basis based on the individual Qualifying Workweeks worked during the Class Period by each Participating Class Member.

Each Individual Settlement Payment will represent wages and penalties allocated using the following formula: 20% allocated to wages and 80% allocated to penalties and interest. The amounts paid as wages shall be subject to all tax withholdings customarily made from an employee's wages and all other authorized and required withholdings and shall be reported by W-2 forms. The employer-side taxes will be paid separate from and in addition to the Gross Settlement Amount. The amounts paid as penalties and interest shall be subject to all authorized and required withholdings other than the tax withholdings customarily made from employees' wages and shall be reported by IRS 1099 forms.

No later than ten (10) business days after receiving the Gross Settlement Amount from Defendant, the Settlement Administrator shall prepare and mail the checks for the Individual Settlement Payments to Participating Class Members. Individual Settlement Payments paid from the Net Settlement Amount allocated to wages will be reduced by applicable employer and employee

1 tax withholdings, and the Settlement Administrator will issue a Form W-2 for the wage portion of  
2 the Individual Settlement Payments. The Settlement Administrator will issue a Form 1099 to the  
3 extent required by law for the interest and penalty portions of the Individual Settlement Payments.  
4 Participating Class Members shall have 180 days from the date their Individual Settlement Payment  
5 checks are dated to cash their Settlement checks. Any checks that are not cashed upon the expiration  
6 of that 180-day time period will be void, and the uncashed funds shall be paid to the State Controller  
7 Unclaimed Property Fund in the name of the Class Member for whom the funds are designated.

8 If a check is returned to the Settlement Administrator as undeliverable, the Settlement  
9 Administrator shall promptly attempt to obtain a valid mailing address by performing a skip trace or  
10 a mass search on LexisNexis or comparable databases based on set criteria and, if another address is  
11 identified, the Settlement Administrator shall mail the check to the newly identified address. If the  
12 Settlement Administrator is unable to obtain a valid mailing address through this process, the  
13 Settlement Administrator will tender the funds from the undeliverable checks to the State Controller  
14 Unclaimed Property Fund in the name of the Class Member for whom the funds are designated.

15 **h. Default on Payment.**

16 Defendant's failure to fund the Gross Settlement Amount within thirty (30) days after the  
17 Date of Finality shall be considered a default. In the event Defendant fails to timely fund the Gross  
18 Settlement Amount, the Settlement Administrator will provide notice to Class Counsel and Defense  
19 Counsel within three (3) business days of the missed payment. Thereafter, Defendant will have seven  
20 (7) days to cure the default and tender payment to the Settlement Administrator.

21 **i. No Credit Toward Benefit Plans.**

22 The Individual Settlement Payments made to Participating Class Members under this  
23 Agreement, as well as any other payments made pursuant to this Agreement, will not be utilized to  
24 calculate any additional benefits under any benefit plans to which any Class Members may be  
25 eligible, including, but not limited to: profit-sharing plans, bonus plans, 401(k) plans, stock purchase  
26 plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties'

intention that this Agreement will not affect any rights, contributions, or amounts to which any Class Members may be entitled under any benefit plans.

## ARTICLE V

### **LIMITATIONS ON USE OF THIS SETTLEMENT**

#### **Section 5.01: No Admission**

Defendant disputes the allegations in the Action and takes the position that, but for this Settlement, a Class should not have been certified in the Action. This Agreement is entered into solely for the purpose of settling highly-disputed claims. Nothing in this Agreement is intended nor will be construed as an admission of liability or wrongdoing by Defendant.

#### **Section 5.02: Non-Evidentiary Use**

Whether or not the Date of Finality occurs, neither this Agreement, nor any of its terms, nor the Settlement itself, will be: (a) construed as, offered, or admitted in evidence as, received as, or deemed to be evidence for any purpose adverse to Defendant or any other of the Released Parties, including, but not limited to, evidence of a presumption, concession, indication, or admission by any of the Released Parties of any liability, fault, wrongdoing, omission, concession, or damage, or (b) disclosed, referred to, or offered in evidence against any of the Released Parties in any further proceeding in the Action, except for the purposes of effectuating the Settlement pursuant to this Agreement or for Defendant to establish that a Class Member has resolved any of his or her claims released through this Agreement.

#### **Section 5.03: Nullification**

The Parties have agreed to the certification of the Class encompassing all claims alleged in the Action for the sole purpose of effectuating this Agreement. If (a) the Court should for any reason fail to certify this Class for settlement, or (b) the Court should for any reason fail to approve this Settlement, or (c) the Court should for any reason fail to enter the Final Order, or (d) the Final Order is reversed, or declared or rendered void, or (e) the Court should for any reason fail to dispose of the Action in its entirety, then (i) this Agreement shall be considered null and void; (ii) neither this Agreement nor any of the related negotiations or proceedings shall be of any force or effect; (iii) all Parties to this Agreement shall stand in the same position, without prejudice, as if the Agreement had

1 been neither entered into nor filed with the Court; and (iv) the fact that the Parties were willing to  
2 stipulate to class certification of all causes of action pled in the Action as part of the Settlement will  
3 have no bearing on, and will not be admissible in connection with, the issue of whether the Class  
4 should be certified by the Court in a non-settlement context in this Action or any other action, and in  
5 any of those events, Defendant expressly reserve the right to oppose certification of the Class.

6 In the event of a timely appeal from the Final Order, the Final Order shall be stayed and the  
7 Gross Settlement Amount shall not be distributed pending the completion of the appeal.

## 8 **ARTICLE VI**

### 9 **RELEASES**

#### 10 **Section 6.01: Released Claims by Class Members**

11 Upon the date Defendant transfers the Gross Settlement Amount, Named Plaintiff and  
12 Participating Class Members who do not opt out of the Settlement, release the Released Parties from  
13 any and all claims alleged or that could have been alleged based on the facts that were actually pled  
14 in the Operative Complaint in Named Plaintiff's Operative Complaint filed in the Action, which  
15 arose during the Class Period, including, but not limited to: (1) failure to pay wages for all time  
16 worked under Cal. Labor Code §§ 510, 1194, and Industrial Welfare Commission Wage Orders 1-  
17 2001, 4-2001, 7-2001, 8-2001, and 9-2001; (2) failure to pay overtime wages under Cal. Labor Code  
18 §§ 510, 1194, and Section 3 of Industrial Welfare Commission Wage Orders 1-2001, 4-2001, 7-2001,  
19 8-2001, and 9-2001; (3) failure to pay wages on a timely basis under Cal. Labor Code § 210; (4)  
20 collecting and receiving wages from employees under Cal. Labor Code §§ 210, 221; (5) failure to  
21 authorize or permit meal periods under Cal. Labor Code §§ 226.7, 512 and Section 11 of Industrial  
22 Welfare Commission Wage Orders 1-2001, 4-2001, 7-2001, 8-2001, and 9-2001; (6) failure to  
23 authorize or permit rest periods under Cal. Labor Code § 226.7 and Section 12 of Industrial Welfare  
24 Commission Wage Orders 1-2001, 4-2001, 7-2001, 8-2001, and 9-2001; (7) failure to provide  
25 complete and accurate wage statements under Cal. Labor Code § 226(a); (8) failure to timely pay all  
26 earned wages and final paychecks under Cal. Labor Code §§ 201, 202, and 203; (9) failure to  
27 reimburse Plaintiff and other employees under Cal. Labor Code §§ 2802, 2804; and (10) unfair  
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1 business practices in violation of California Business and Professions Code § 17200, based on the  
2 preceding claims (“Released Class Claims”).

3 **Section 6.02: Released Claims by PAGA Group Members**

4 Upon the date of funding the GSA, the State of California and PAGA Group Members release  
5 the Released Parties from any and all claims that were alleged or that could have been alleged for  
6 civil penalties under the Private Attorneys General Act of 2004, Cal. Labor Code §§ 2698, *et seq.*,  
7 based on the facts that were actually pled in the Operative Complaint in the Named Plaintiff’s  
8 Operative Complaint filed in the Action, which arose during the PAGA Period, including, but not  
9 limited to: (1) failure to pay wages for all time worked under Cal. Labor Code §§ 510, 1194, and  
10 Industrial Welfare Commission Wage Orders 1-2001, 4-2001, 7-2001, 8-2001, and 9-2001; (2)  
11 failure to pay overtime wages under Cal. Labor Code §§ 510, 1194, and Section 3 of Industrial  
12 Welfare Commission Wage Orders 1-2001, 4-2001, 7-2001, 8-2001, and 9-2001; (3) failure to pay  
13 wages on a timely basis under Cal. Labor Code § 210; (4) collecting and receiving wages from  
14 employees under Cal. Labor Code §§ 210, 221; (5) failure to authorize or permit meal periods under  
15 Cal. Labor Code §§ 226.7, 512 and Section 11 of Industrial Welfare Commission Wage Orders 1-  
16 2001, 4-2001, 7-2001, 8-2001, and 9-2001; (6) failure to authorize or permit rest periods under Cal.  
17 Labor Code § 226.7 and Section 12 of Industrial Welfare Commission Wage Orders 1-2001, 4-2001,  
18 7-2001, 8-2001, and 9-2001; (7) failure to provide complete and accurate wage statements under Cal.  
19 Labor Code § 226(a); (8) failure to timely pay all earned wages and final paychecks under Cal. Labor  
20 Code §§ 201, 202, and 203; (9) failure to reimburse Plaintiff and other employees under Cal. Labor  
21 Code §§ 2802, 2804; and (10) unfair business practices in violation of California Business and  
22 Professions Code § 17200, based on the preceding claims (“Released PAGA Claims”) (the Released  
23 Class Claims, collectively with the Released PAGA Claims, the “Released Claims”).

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**ARTICLE VII**

**MISCELLANEOUS PROVISIONS**

**Section 7.01: Amendments or Modification**

The terms and provisions of this Agreement may be amended or modified only by an express written agreement that is signed by all the Parties (or their successors-in-interest) and their counsel, and approved by the Court.

**Section 7.02: Assignment**

None of the rights, commitments, or obligations recognized under this Agreement may be assigned by any Party, Class Member, Class Counsel, or Defense Counsel without the express written consent of each other Party and their respective counsel. The representations, warranties, covenants, and agreements contained in this Agreement are for the sole benefit of the Parties under this Agreement and shall not be construed to confer any right or to avail any remedy to any other person.

**Section 7.03: Governing Law**

This Agreement shall be governed, construed, and interpreted, and the rights of the Parties shall be determined, in accordance with the laws of the State of California, without regard to conflicts of laws.

**Section 7.04: No Publicity**

The Parties, Defense Counsel, and Class Counsel shall not issue any press release, contact the press, respond to any press inquiry or have any communication with the press about the fact, amount or terms of this Settlement. The Parties, Defense Counsel, and Class Counsel shall not engage in any advertising or marketing relating to the settlement of these Actions in any manner that identifies or that is suggestive of Defendant (i.e., a manager of baking company), including, but not limited to, any postings on any websites maintained by Class Counsel. Nothing in this Section is intended to interfere with Class Counsel's duties and obligations to faithfully discharge their duties as Class Counsel, including but not limited to, communicating with Class Members regarding the Settlement.

1           **Section 7.05: Entire Agreement**

2           This Agreement, including the Exhibits referred to herein, which form an integral part hereof,  
3 contains the entire understanding of the Parties with respect to the subject matter contained herein.  
4 In case of any conflict between text contained in Articles I through VII of this Agreement and text  
5 contained in the Exhibits to this Agreement, the former (*i.e.*, Articles I through VII) shall be  
6 controlling, unless the Exhibits are changed by or in response to a Court order. There are no  
7 restrictions, promises, representations, warranties, covenants, or undertakings governing the subject  
8 matter of this Agreement other than those expressly set forth or referred to herein. This Agreement  
9 supersedes all prior agreements and understandings among the Parties with respect to the settlement  
10 of the Action, including correspondence between Class Counsel and Defense Counsel and drafts of  
11 prior agreements or proposals.

12           **Section 7.06: Waiver of Compliance**

13           Any failure of any Party, Defense Counsel, or Class Counsel hereto to comply with any  
14 obligation, covenant, agreement, or condition set forth in this Agreement may be expressly waived  
15 in writing, to the extent permitted under applicable law, by the Party or Parties and their respective  
16 counsel entitled to the benefit of such obligation, covenant, agreement, or condition. A waiver or  
17 failure to insist upon strict compliance with any representation, warranty, covenant, agreement, or  
18 condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

19           **Section 7.07: Counterparts and Fax/PDF Signatures**

20           This Agreement, and any amendments hereto, may be executed in any number of counterparts  
21 and any Party and/or their respective counsel may execute any such counterpart, each of which when  
22 executed and delivered shall be deemed to be an original. All counterparts taken together shall  
23 constitute one instrument. A fax or PDF signature on this Agreement shall be as valid as an original  
24 signature.

25           **Section 7.08: Meet and Confer Regarding Disputes**

26           Should any dispute arise among the Parties or their respective counsel regarding the  
27 implementation or interpretation of this Agreement, a representative of Class Counsel and a  
28

representative of Defense Counsel shall meet and confer in an attempt to resolve such disputes prior to submitting such disputes to the Court.

**Section 7.09: Agreement Binding on Successors**

This Agreement will be binding upon, and inure to the benefit of, the successors in interest of each of the Parties.

**Section 7.10: Cooperation in Drafting**

The Parties have cooperated in the negotiation and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party, or the Party's counsel, was the drafter or participated in the drafting of this Agreement.

**Section 7.11: Fair and Reasonable Settlement**

The Parties believe that this Agreement reflects a fair, reasonable, and adequate settlement of the Action and have arrived at this Agreement through arm's-length negotiation and in the context of adversarial litigation, taking into account all relevant factors, current and potential. The Parties further believe that the Settlement is consistent with public policy, and fully complies with applicable law.

**Section 7.12: 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 and shall not be considered in interpreting this Agreement.

**Section 7.13: Notice**

Except as otherwise expressly provided in the Agreement, all notices, demands, and other communications under this Agreement must be in writing and addressed as follows:

*To Named Plaintiff and the Class:*

Armond M. Jackson  
Andrea M. Fernandez-Jackson  
Anthony S. Filer, Jr.  
JACKSON APC  
2 Venture Plaza, Suite 240  
Irvine, CA 92618  
Phone: (949) 281-6857  
Fax: (949) 777-6218

1 And

2 *To Defendant:*

3 Jason E. Murtagh  
4 Buchanan Ingersoll & Rooney LLP  
5 One America Plaza  
6 600 West Broadway, Suite 1100  
7 San Diego, CA 92101  
8 Phone: (619) 239-8700  
9 Fax: (619) 702-3898

10 Thomas G. Collins  
11 Cheri A. Sparacino  
12 Buchanan Ingersoll & Rooney PC  
13 409 N. Second Street, Suite 500  
14 Harrisburg, PA 17101  
15 Phone: (717) 237-4800  
16 Fax: (717) 233-0852

17 Gretchen Woodruff Root  
18 Buchanan Ingersoll & Rooney PC  
19 501 Grant Street, Suite 200  
20 Pittsburgh, PA 15219  
21 Phone: (412) 562-8800  
22 Fax: (412) 562-1041

23 **Section 7.14: Enforcement of Settlement and Continuing Court Jurisdiction**

24 To the extent consistent with class action procedure, this Agreement shall be enforceable by  
25 the Court pursuant to California Code of Civil Procedure section 664.6 and California Rule of Court  
26 3.769(h). The Final Order entered by the Court will not adjudicate the merits of the Action or the  
27 liability of the Parties resulting from the allegations of the Action. Its sole purpose is to adopt the  
28 terms of the Settlement and to retain jurisdiction over its enforcement. To that end, the Court shall  
retain continuing jurisdiction over this Action and over all Parties and Class Members, to the fullest  
extent to enforce and effectuate the terms and intent of this Agreement. In the event that one or more  
of the Parties institutes any legal action or other proceeding against any other Party or Parties to  
enforce the provisions of this Settlement, the successful Party or Parties will be entitled to recover  
from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness  
fees incurred in connection with any enforcement actions.

1           **Section 7.15: Mutual Full Cooperation**

2           The Parties agree fully to cooperate with each other to accomplish the terms of this  
3 Agreement, including, but not limited to, the execution of such documents, and the taking of such  
4 other action, as may reasonably be necessary to implement the terms of this Agreement. The Parties  
5 to this Agreement shall use their best efforts, to effectuate and implement this Agreement and its  
6 terms. In the event the Parties are unable to reach agreement on the form or content of any document  
7 needed to implement the Settlement, or on any supplemental provisions that may become necessary  
8 to effectuate the terms of the Settlement, the Parties agree to seek the assistance of the Court.

9           **Section 7.16: Authorization to Act**

10          Class Counsel warrants and represents that they are authorized by Named Plaintiff, and  
11 Defense Counsel warrants that they are authorized by Defendant, to take all appropriate action  
12 required to effectuate the terms of this Agreement, except for signing documents, including, but not  
13 limited to, this Agreement, that are required to be signed by the Parties themselves. Defendant  
14 represents and warrant that the individual executing this Agreement on its behalf has the full right,  
15 power, and authority to enter into this Agreement and to carry out the transactions contemplated  
16 herein.

17          **Section 7.17: No Reliance on Representations**

18          The Parties have made such investigation of the facts and the law pertaining to the matters  
19 described herein and to this Agreement as they deem necessary, and have not relied, and do not rely,  
20 on any statement, promise, or representation of fact or law, made by any of the other parties, or any  
21 of their agents, employees, attorneys, or representatives, with regard to any of their rights or asserted  
22 rights, or with regard to the advisability of entering into and executing this Agreement, or with respect  
23 to any other matters. No representations, warranties, or inducements, except as expressly set forth  
24 herein, have been made to any party concerning this Agreement.

25                           **EXECUTION BY PARTIES AND COUNSEL**

26          The Parties and their counsel hereby execute this Agreement.

27                           **[SIGNATURE PAGE FOLLOWS]**

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Dated: 02/02/2024

CRISTOBAL FLORES-OCAMPO

By:   
Named Plaintiff

Dated:

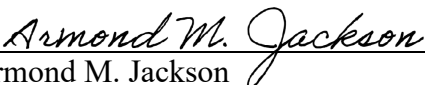
LAGUNA COOKIE COMPANY INC.

By: \_\_\_\_\_  
(Signature)  
\_\_\_\_\_  
(Printed Name)  
\_\_\_\_\_  
(Title)

**APPROVED AS TO FORM ONLY:**

Dated: 2/2/2024

**JACKSON APC**

By:   
Armond M. Jackson  
Andrea M. Fernandez-Jackson  
Anthony S. Filer, Jr.

Attorneys for Plaintiff Cristobal Flores-Ocampo

Dated:

**BUCHANAN INGERSOLL & ROONEY  
LLP**

By: \_\_\_\_\_  
Jason E. Murtagh  
Thomas G. Collins  
Cheri A. Sparacino  
Gretchen Woodruff Root

Attorneys for Defendant Laguna Cookie  
Company Inc.

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

CRISTOBAL FLORES-OCAMPO

2  
3 By: \_\_\_\_\_  
Named Plaintiff

4  
5 Dated: 2/2/24

LAGUNA COOKIE COMPANY INC.

6  
7 By: Ronco Fink  
(Signature)  
8 Ronco Fink  
9 (Printed Name)  
10 COO  
(Title)

11 APPROVED AS TO FORM ONLY:

12  
13  
14 Dated: \_\_\_\_\_

JACKSON APC

15  
16 By: \_\_\_\_\_  
17 Armond M. Jackson  
18 Andrea M. Fernandez-Jackson  
19 Anthony S. Filer, Jr.

Attorneys for Plaintiff Cristobal Flores-Ocampo

20  
21 Dated: 2/5/24

BUCHANAN INGERSOLL & ROONEY  
LLP

22  
23  
24 By: Jason E. Murtagh  
25 Thomas G. Collins  
26 Cheri A. Sparacino  
Gretchen Woodruff Root

27 Attorneys for Defendant Laguna Cookie  
28 Company Inc.

# **EXHIBIT B**

# JACKSON APC

2 Venture Plaza, Ste. 240 \* Irvine, CA 92618 \* Tel: 949-281-6857 \* Fax: 949-777-6218

Armond M. Jackson  
ajackson@jlaw-pc.com

October 21, 2020

**Sent By Certified Mail to Laguna Cookie Company, Inc.**

**Submitted Via Online to Labor and Workforce Development Agency**

**Laguna Cookie Company, Inc.**  
360 S. Belmont Street  
York Pennsylvania 17403

**Laguna Cookie Company, Inc.**  
PO Box 12002  
York Pennsylvania 17402

**National Registered Agents, Inc. Agent for  
Service of Process for Laguna Cookie  
Company, Inc.**  
818 West Seventh Street, Suite 930  
Los Angeles, California 90017

**Labor and Workforce Development  
Agency**  
Attn. PAGA Administrator  
455 Golden Gate Avenue, 9th Floor  
San Francisco, CA 94102  
(415) 703-4810

**PRIVATE ATTORNEY GENERAL ACT (PAGA) NOTICE  
PURSUANT TO LABOR CODE § 2699**

Re: Notice Pursuant to California Labor Code Section 2699  
Violations of California Labor Code Sections 201, 202, 203, 204, 208, 210, 212, 213, 221, 223, 224, 226(a) 1-2, 4-5, 9, 226(a), 226.3, and 226.7, 510, 512, 1174 1182.12, 1194, 1197, 1197.1  
Violations of California Labor Code Section 1198 (Industrial Welfare Commission Order No. 1-2001 (“Wage Order 1”), Sections 3, 5, 7, 11, 12, Industrial Welfare Commission Order No. 4-2001 (“Wage Order 4”), Sections 3, 5, 7, 11, 12, Industrial Welfare Commission Order No. 7-2001 (“Wage Order 7”), Sections 3, 5, 7, 11, 12, Industrial Welfare Commission Order No. 8-2001 (“Wage Order 8”), Sections 3, 5, 7, 11, 12 Industrial Welfare Commission Order No. 9-2001 (“Wage Order 9”), Sections 3, 5, 11, 12) Labor and Workforce Development Agency Right to Investigate and Issue a Citation (Lab. Code § 2699.3)  
***Cristobal Flores-Ocampo v. Laguna Cookie Company, Inc. et al.***

Dear Laguna Cookie Company, Inc. National Registered Agents, Inc. and PAGA Administrator:

This letter is issued pursuant to Labor Code § 2698, et seq. (Specifically Labor Code § 2699(f)), which provides notice to the PAGA Administrator, Laguna Cookie Company, Inc. (referred to herein as “LCC” “Defendant” or “Defendants”) by Cristobal Flores-Ocampo (“Mr. Flores-Ocampo” or “Plaintiff”) on behalf of all California aggrieved current and aggrieved former similarly situated employees of LCC (a private right of action under the Private Attorney General Act (PAGA) of 2004.

As a prerequisite to prosecuting this private action in superior court, Mr. Flores-Ocampo is required to provide notice by certified mail to the Labor and Workforce Development Agency and the employers regarding each violation, along with facts and theories supporting each violation as mentioned below. (Labor Code § 2699.3) If you have any questions regarding this letter, please contact Armond M. Jackson, Esq. at Jackson Law, APC at 949-281-6857 or via email at [ajackson@jlaw-pc.com](mailto:ajackson@jlaw-pc.com).

***Facts and Theories***

Defendant LCC is a wholesale, retail and manufacturing company.

Unless otherwise stated, this letter referencing similarly situated employees is intended to address violations for all of LCC’s nonexempt California workers entitled to the protections of the California Labor Code referenced in this letter.

Mr. Flores-Ocampo worked for Defendants as a nonexempt employee. Mr. Flores-Ocampo was responsible for inventory, shipping, receiving and other tasks as assigned.

Throughout Plaintiff's and similarly situated employees' shifts, it was not provided with all 10 minute duty-free uninterrupted rest breaks during its working shifts that were at or above 7.5 hours as a result of encouragement and requirement to take short rest breaks because she was interrupted during rest breaks, had to start rest breaks late and report back from rest breaks early or required to miss entitled rest breaks approximately 10 to 15 shifts each month per worker. Moreover, at times when Plaintiff and similarly situated employees were required to report back to work for interrupted rest breaks were not paid premium wages for this interrupted rest break. Finally, Defendants required Plaintiff and similarly situated employees to work on-call or on-premises as they had to be available to perform job tasks and to return to work during rest breaks and ensure they were available via radio or phone.

Furthermore, Plaintiff and similarly situated employees were not provided with proper 30 minute duty-free uninterrupted meal periods each five hours of its working shifts that they were entitled to when they worked over five and ten hour shifts and meal breaks were short, late, interrupted or not taken at all as a result of being encouraged and required to take short meal breaks because they were interrupted during meal breaks, had to start meal breaks late and report back from meal breaks early or completely miss meal breaks due to workload. Moreover, Defendants required Plaintiff and similarly situated employees to work on-call or on-premises as they had to be available via radio or phone to perform job tasks and to return to work during meal breaks each shift each day. Finally at times when Plaintiff and similarly situated employees were required to report back to work for interrupted meal breaks were not paid premium wages for this interrupted meal break approximately 10 to 15 shifts per worker each month.

Moreover, Defendants failed to pay for all hours worked due to requiring employees to undergo medical inspections and testing before clocking-in. These medical inspections and medical testing and questions required Plaintiff and other employees to work off-the-clock for up to 10 minutes before clocking-in in violation of 510, 1194 and Wage Orders 1, 4, 7, 8, 9, Sections 3 and any other applicable wage and hour laws.

Furthermore, Defendants required Plaintiff and similarly situated employees to purchase masks to protect from COVID-19 transmissions requiring them to wear these masks at work but failed to reimburse in violation of California Labor Code section 2802 and the applicable California Industrial Welfare Commission wage order(s). Moreover, Defendants required Plaintiff and similarly situated employees to use their personal cell phones through their shifts for work purposes without reimbursement.

By virtue of requiring off-the-clock work for medical inspections, and not authorizing or permitting Plaintiff and all other similarly situated employees to take their entitled meal breaks and rest breaks, Defendants failed to incorporate total hours worked and wages earned on the

itemized wage statements disclosing total hours worked, total gross wages earned, net wages earned, name and address of the legal entity employer, hours worked at the applicable hourly rate and deductions that should have been taken out, and rights to accurate wages statements, failure to reimburse, and retention of those rights. Consequently, as stated above, Defendants are violating California Labor Code Sections 203, 204, 210, 221, 226(a) 1-2, 4-5, 8, 9, 226(a), 226.3, 226.7, 510, 512, 1194, 2802, and Wage Order 1, Sections 3, 5, 7, 11, 12, Wage Order 4, Sections 3, 5, 7, 11, 12, Wage Order 7, Sections 3, 5, 7, 11, 12, Wage Order 8, Sections 3, 5, 7, 11, 12 Wage Order 9, Sections 3, 5, 7, 11, 12.

Moreover, at the time Plaintiff's employment ended in mid 2020, Defendants did not provide its payment of final wages on a timely basis at the place of discharge or end of employment for the off-the-clock work as the aggrieved employees had to undergo off-the-clock medical tests.

***Violation of California Labor Code Sections, 201, 202, 203, 204***

An employer may not willfully fail to pay any wages owed to an employee who is either discharged or quits. If the employer does fail to pay its employees upon separation of employment, 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 therefore is commenced; but the wages shall not continue for more than 30 days. (See Lab. Code §203) Here, Defendants did not compensate Plaintiff and do not compensate other similarly situated employees at the time of discharge or timely at the time of separation.

***Violation of California Labor Code § 210***

Labor Code section 210, an employer may not fail to pay the wages of each employee. Here, Defendants failed to pay for all hours worked due to requiring employees to undergo medical inspections and testing before clocking-in. These medical inspections and medical testing and questions required Plaintiff and other employees to work off-the-clock for up to 10 minutes each day.

***Violation of California Labor Code § 221***

It shall be unlawful for any employer to collect or receive from an employee any part of wages theretofore paid by said employer to said employee. Again, here, Defendants failed to pay for all hours worked due to requiring employees to undergo medical inspections and testing before clocking-in. These medical inspections and medical testing and questions required Plaintiff and other employees to work off-the-clock for up to 10 minutes.

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

Labor Code § 226 (a) requires employers to provide “accurate itemized statement in writing” each pay period that includes nine categories of information. These categories include (1) gross wages earned, (2) total hours worked, (4) deductions taken, (5) net wages earned, (8) name and address of the legal entity employer and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. (See Labor Code §226, subsection (a)) Any employer who has violated California Labor Code Section 226(a) will also be subject to penalties under California Labor Code Section 226.3. These records must be maintained for a period of at least three years. It is Plaintiff’s contention that Defendants are in violation of the following California Labor Codes:

***Violation of 226 (a)(1)***

Section a (1) requires gross wages to be inserted on an employee’s paystubs. Plaintiff and other similarly situated employees’ paystubs did not accurately reflect their gross wages earned by virtue of excluding hours worked and wages earned because Plaintiff and other similarly situated employees did not receive all entitled meal periods and rest periods but Defendants did not compensate them for that extra hour worth of work nor disclosed or recorded the extra hour worth of gross wages earned on their paystubs for failing to pay for all hours worked and provide the entitled meal breaks and rest breaks. Moreover, Defendants failed to insert all hours worked and wages earned due to the off-the-clock work.

***Violation of 226 (a)(2)***

Section a (2) requires the total hours worked by the employee to be inserted on an employee’s paystubs. Plaintiff and other similarly situated employees’ paystubs did not accurately reflect their total hours worked by virtue of excluding hours worked because Plaintiff and other similarly situated employees did not receive all entitled meal periods and rest periods but Defendants did not compensate them for that extra hour worth of work nor disclosed or recorded the extra hour worth of gross wages earned on their paystubs for failing to pay for all hours worked and provide the entitled meal breaks and rest breaks. Moreover, Defendants failed to insert all hours worked and wages earned due to the off-the-clock work.

***Violation of 226 (a)(4)***

Section a (4) requires all deductions out of the employees’ wages to be inserted on an employee’s paystubs. Plaintiff and other similarly situated employees’ paystubs did not accurately reflect all deductions taken out of their paychecks by virtue of excluding hours worked and wages earned because Plaintiff and other similarly situated employees did not receive all entitled meal

periods and rest periods but Defendants did not compensate them for that extra hour worth of work nor disclosed or recorded the extra hour worth of gross wages earned on their paystubs for failing to pay for all hours worked and provide the entitled meal breaks and rest breaks. Moreover, Defendants failed to insert all hours worked and wages earned due to the off-the-clock work.

Violation of 226 (a)(5)

Section a (5) requires net wages to be inserted on an employee's paystubs. Plaintiffs' and other similarly situated employees' paystubs did not accurately reflect their net wages earned by virtue of excluding hours worked and wages earned because Plaintiff and other similarly situated employees did not receive all entitled meal periods and rest periods but Defendants did not compensate them for that extra hour worth of work nor disclosed or recorded the extra hour worth of gross wages earned on their paystubs for failing to pay for all hours worked and provide the entitled meal breaks and rest breaks. Moreover, Defendants failed to insert all hours worked and wages earned due to the off-the-clock work.

Violation of 226 (a)(9)

Section a (9) requires all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. Plaintiffs and other similarly situated employees' paystubs did not reflect their applicable hourly rate because BSC and FSS excluded hours worked and wages earned because Plaintiff and other similarly situated employees did not receive all entitled meal periods and rest periods but Defendants did not compensate them for that extra hour worth of work nor disclosed or recorded the extra hour worth of gross wages earned on their paystubs for failing to pay for all hours worked and provide the entitled meal breaks and rest breaks. Moreover, Defendants failed to insert all hours worked and wages earned due to the off-the-clock work.

***Violation of California Labor Code Sections 510, 1194, 1198, Wage Order 1, Wage Order 4, Sections 3, 5, 7, Wage Order 7, Sections 3, 5, 7 and 14, Wage Order 8, Sections 3, 5, 7, Wage Order 9, Sections 3, 5, 7***

An employer must provide rest period pursuant to an applicable order of the Industrial Welfare Commission. (See Lab. Code §226.7)

Under Labor Code § 1198 an employer is required to comply with the standard conditions of labor required in the orders set by the Industrial Welfare Commission. Industrial Welfare Commission Order No. 4-2001, Industrial Welfare Commission. Industrial Welfare Commission Order No. 7-2001 and Industrial Welfare Commission. Industrial Welfare Commission Order No. 9-2001.

Under these circumstances, Plaintiff's position at Defendants falls within Wage Orders 1, 4, 7, 8 and 9. Thus, below all sections and subsections that pertain to California Wage Orders 1, 4, 7, 8 and 9 that were employed or remain employed by Defendants.

California Labor Code Section 510, and 1194, Wage Order 1, Section 3, Wage Order 4, Section 3, Wage Order 7, Section 3, Wage Order 8, Section 3, Wage Order 9, Section 3

Section 3 lays out the requirements for overtime pay applicable to employees working in restaurants and all similar establishments such as The Company. If an employee works in excess of eight (8) hours in any one day, or over forty (40) hours in one week, those hours must be paid at the rate of one and one-half (1.5) times the employee's regular rate of pay for all hours worked in excess of eight (8) hours and up until twelve (12) hours in any day. Any hour worked in excess of 12 hours in any workday is to be paid at the rate of double the employee's regular rate of pay.

Moreover, if any employee works (7) consecutive days, the employee shall be paid one and one-half (1.5) times his or her regular pay for the first eight (8) hours. Any hours worked in excess of eight (8) hours on the seventh consecutive day must be paid at twice the employee's regular rate of pay.

***Violation of California Labor Code Section 510***

Work in excess of eight hours in one workday and/or 40 hours in one workweek, and the first eight hours on the seventh day of work in any workweek must be compensated at no less than one and one-half times the employee's regular rate of compensation. (See Lab. Code §510) "Double time" required after twelve hours in any workday, after eight hours on the seventh day of work. Plaintiff and other similarly situated employees were subjected to pre-shift medical inspections lasting up to 10 minutes before being allowed to clock-in resulting in off-the-clock work. Some of this work time would have qualified as overtime wages for these employees whom earned these overtime wages that were not paid at the overtime rates for hours worked in excess of 8 hours per day or forty hours per week because they worked through shifts above 8 hours per day and 40 hours per week violating Labor Code section 510.

***Violation of California Labor Code Sections 226.7, 512, 1198 and Wage Orders 1, 4, 7, 8 and 9, Sections 7, 11 and 12***

California Labor Code sections 226.7, 512 and Wage Orders 1, 4, 7, 8 and 9, Section 11, requires employers to provide employees with uninterrupted meal breaks for 30 minutes every 5 hours unless waived by mutual consent and the work shift is not above 6 hours. California Labor Code sections 226.7, 512 and Wage Orders 4, 7 and 9, Section 11 requires every employer to provide its employees with uninterrupted meal breaks for 30 minutes every 5 hours if the employee works more than a 6 hour shift. Plaintiff and other similarly situated employees regularly worked

above five, six and ten hour shifts and were not provided legally entitled meal breaks every five hours and subjected to short, late, missed, on-call, on-premises, or interrupted meal breaks and were not compensated premium wages for these violations.

California Labor Code sections 226.7 and Wage Orders 1, 4, 7, 8 and 9, Section 12 states every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period. The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof. However, a rest period need not be authorized for employees whose total daily work time is less than three and one-half (3 1/2) hours. Authorized rest period time shall be counted as hours worked for which there shall be no deduction from wages. (B) If an employer fails to provide an employee a rest period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the rest period is not provided that were short, late or not taken at all. Plaintiff and other similarly situated employees did not receive their entitled uninterrupted rest periods and subjected to short, late, on-call, on-premises, missed, or interrupted rest periods during their employment at Defendant while regularly working above 3.5, 4, 6 and 7.5 hour shifts.

Wage Orders 4, 7, 9 Section -7- Records

Section 7 sets out the requirements for the maintenance of employee records by an employer. Subsection (A) requires employers to "keep accurate information with respect to each employee" regarding identification information, including their "[f]ull name, home address, occupation and social security number," "[time records showing when the employee begins and ends each work period," "[m]eal periods," and [t]otal hours worked in the payroll period and applicable rates of pay."

Subsection (B) requires an employer to provide accurate, itemized statements showing deductions and the dates of the pay period. Subsection (C) requires such records to be kept for three (3) years and made available on request.

As discussed above, Defendant failed to record "meal periods" as Plaintiff and other similarly situated employees were not provided with proper meal periods. Furthermore, Defendant failed to incorporate the extra hour's worth of work when Plaintiff and other similarly situated employees worked through their entitled meal breaks and rest breaks or subjected to short, late, missed, on-call, on-premises or interrupted meal breaks and rest breaks without being paid premium wages. The extra hours worth of work at the applicable rate of pay and work were not disclosed on the itemized wage statements in violation of Wage Orders 1, 4, 7, 8, 9, Section -7-Record.

***Violation of California Labor Code Section 558***

Any employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty in addition to recover unpaid wages. (See Lab. Code §558)

***Violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1 and 1198-Failure to Provide Minimum Wages***

Any employee receiving less than the legal minimum wage or overtime compensation applicable to the employee is entitled to recover, in a civil action, the unpaid balance of the full amount of the minimum wage or overtime compensation including interest, reasonable attorney's fees, and costs of suit. (See Lab. Code §1194) Plaintiff and other similarly situated employees were not paid any overtime for hours worked in excess of 8 hours per day or forty hours per week because they worked hours during pre-shift off-the-clock medical inspections entitling them to minimum wage payments.

***Conclusion***

Pursuant to the above stated facts, it is Plaintiff's theory that Defendants are in violation of Labor Code Labor Code §§ 201, 202, 203, 204, 208, 210, 212, 213, 221, 223, 224, 226(a) 1-2, 4-5, 8, 9, 226(a), 226.3, and 226.7, 510, 512, 1174 1182.12, 1194, 1197, 1197.1, Wage Order 1, Sections 3, 5, 7, 11, 12, Wage Order 4, Sections 3, 5, 7, 11, 12, Wage Order 7, Sections 3, 5, 7, 1, 12, Wage Order 8, Sections 3, 5, 7, 1, 12, and Wage Order 9, Sections 3, 5, 7, 11 and 12. It is Plaintiff's contention that all similarly situated employees at Defendants are subjected to all of the above mentioned violations as Defendants employees.

Sincerely,

**Jackson Law, APC**

/s/ Armond M. Jackson

Armond M. Jackson

# **EXHIBIT C**

# JACKSON APC

2 Venture Plaza, Ste. 400 \* Irvine, CA 92618 \* Tel: 949-281-6857 \* Fax: 949-777-6218

Armond M. Jackson  
ajackson@jacksonapc.com

November 22, 2023

**Sent By Certified Mail to Laguna Cookie Company, Inc. and D.F Stauffer Biscuit Co., Inc.,**

**Submitted Via Online to Labor and Workforce Development Agency**

**Laguna Cookie Company, Inc.**  
360 S. Belmont Street  
York Pennsylvania 17403

**D.F. Stauffer Biscuit Co., Inc.**  
360 S. Belmont St.  
York, Pennsylvania 17403

**National Registered Agents, Inc. Agent for  
Service of Process for Laguna Cookie  
Company, Inc.**  
818 West Seventh Street, Suite 930  
Los Angeles, California 90017

**Labor and Workforce Development  
Agency**  
Attn. PAGA Administrator  
455 Golden Gate Avenue, 9th Floor  
San Francisco, CA 94102  
(415) 703-4810

**AMENDED PRIVATE ATTORNEY GENERAL ACT (PAGA) NOTICE  
PURSUANT TO LABOR CODE § 2699**

Re: Notice Pursuant to California Labor Code Section 2699  
Violations of California Labor Code Sections 201, 202, 203, 204, 208, 210, 212, 213, 221, 223, 224, 226(a) 1-2, 4-5, 9, 226(a), 226.3, and 226.7, 510, 512, 1174 1182.12, 1194, 1197, 1197.1  
Violations of California Labor Code Section 1198 (Industrial Welfare Commission Order No. 1-2001 (“Wage Order 1”), Sections 3, 5, 7, 11, 12, Industrial Welfare Commission Order No. 4-2001 (“Wage Order 4”), Sections 3, 5, 7, 11, 12, Industrial Welfare Commission Order No. 7-2001 (“Wage Order 7”), Sections 3, 5, 7, 11, 12, Industrial Welfare Commission Order No. 8-2001 (“Wage Order 8”), Sections 3, 5, 7, 11, 12, Industrial Welfare Commission Order No. 9-2001 (“Wage Order 9”), Sections 3, 5, 11, 12) Labor and Workforce Development Agency Right to Investigate and Issue a Citation (Lab. Code § 2699.3)  
***Cristobal Flores-Ocampo v. Laguna Cookie Company, Inc. et al.***

Dear Laguna Cookie Company, Inc., D.F. Stauffer Biscuit Co., Inc., National Registered Agents, Inc., and PAGA Administrator:

This letter is issued pursuant to Labor Code § 2698, et seq. (Specifically Labor Code § 2699(f)), which provides an Amended notice to the PAGA Administrator, Laguna Cookie Company, Inc. (referred to herein as “LCC,” “Defendant” or “Defendants”) adding D.F. Stauffer Biscuit Co., Inc. (referred to herein as “Stauffer,” “Defendant” or “Defendants” in its capacity as a parent company only), by Cristobal Flores-Ocampo (“Mr. Flores-Ocampo” or “Plaintiff”) on behalf of all California aggrieved current and aggrieved former similarly situated employees of LCC (a private right of action under the Private Attorney General Act (PAGA) of 2004).

As a prerequisite to prosecuting this private action in superior court, Mr. Flores-Ocampo is required to provide notice by certified mail to the Labor and Workforce Development Agency and the employers regarding each violation, along with facts and theories supporting each violation as mentioned below. (Labor Code § 2699.3) If you have any questions regarding this letter, please contact Armond M. Jackson, Esq. at Jackson Law, APC at 949-281-6857 or via email at [ajackson@jacksonapc.com](mailto:ajackson@jacksonapc.com).

***Facts and Theories***

Defendant LCC is a wholesale, retail and manufacturing company. Defendant Stauffer is the parent company of LCC and does not have any employees or operations in California distinct from LCC.

Unless otherwise stated, this letter referencing similarly situated employees is intended to address violations for all of LCC's nonexempt California workers entitled to the protections of the California Labor Code referenced in this letter.

Mr. Flores-Ocampo worked for Defendants as a nonexempt employee. Mr. Flores-Ocampo was responsible for inventory, shipping, receiving and other tasks as assigned.

Throughout Plaintiff's and similarly situated employees' shifts, they were not provided with all 10 minute duty-free uninterrupted rest breaks during their working shifts that were at or above 7.5 hours as a result of encouragement and requirement to take short rest breaks because she was interrupted during rest breaks, had to start rest breaks late and report back from rest breaks early or required to miss entitled rest breaks approximately 10 to 15 shifts each month per worker. Moreover, at times when Plaintiff and similarly situated employees were required to report back to work for interrupted rest breaks, they were not paid premium wages for this interrupted rest break. Finally, Defendants required Plaintiff and similarly situated employees to work on-call or on-premises as they had to be available to perform job tasks and to return to work during rest breaks and ensure they were available via radio or phone.

Furthermore, Plaintiff and similarly situated employees were not provided with proper 30 minute duty-free uninterrupted meal periods each five hours of their working shifts that they were entitled to when they worked over five and ten hour shifts and meal breaks were short, late, interrupted or not taken at all as a result of being encouraged and required to take short meal breaks because they were interrupted during meal breaks, had to start meal breaks late and report back from meal breaks early or completely miss meal breaks due to workload. Moreover, Defendants required Plaintiff and similarly situated employees to work on-call or on-premises as they had to be available via radio or phone to perform job tasks and to return to work during meal breaks each shift each day. Finally at times when Plaintiff and similarly situated employees were required to report back to work for interrupted meal breaks were not paid premium wages for this interrupted meal break approximately 10 to 15 shifts per worker each month.

Moreover, Defendants failed to pay for all hours worked due to requiring employees to undergo medical inspections and testing before clocking-in. These medical inspections and medical testing and questions required Plaintiff and other employees to work off-the-clock for up to 10 minutes before clocking-in in violation of 510, 1194 and Wage Orders 1, 4, 7, 8, 9, Sections 3 and any other applicable wage and hour laws.

Furthermore, Defendants required Plaintiff and similarly situated employees to purchase masks to protect from COVID-19 transmissions requiring them to wear these masks at work but failed to reimburse in violation of California Labor Code section 2802 and the applicable California Industrial Welfare Commission wage order(s). Moreover, Defendants required Plaintiff and similarly situated employees to use their personal cell phones through their shifts for work purposes without reimbursement.

By virtue of requiring off-the-clock work for medical inspections, and not authorizing or permitting Plaintiff and all other similarly situated employees to take their entitled meal breaks and rest breaks, Defendants failed to incorporate total hours worked and wages earned on the itemized wage statements disclosing total hours worked, total gross wages earned, net wages earned, name and address of the legal entity employer, hours worked at the applicable hourly rate and deductions that should have been taken out, and rights to accurate wages statements, failure to reimburse, and retention of those rights. Consequently, as stated above, Defendants are violating California Labor Code Sections 203, 204, 210, 221, 226(a) 1-2, 4-5, 8, 9, 226(a), 226.3, 226.7, 510, 512, 1194, 2802, and Wage Order 1, Sections 3, 5, 7, 11, 12, Wage Order 4, Sections 3, 5, 7, 11, 12, Wage Order 7, Sections 3, 5, 7, 11, 12, Wage Order 8, Sections 3, 5, 7, 11, 12 Wage Order 9, Sections 3, 5, 7, 11, 12.

Moreover, at the time Plaintiff's employment ended in mid-2020, Defendants did not provide payment of final wages on a timely basis at the place of discharge or end of employment for the off-the-clock work.

***Violation of California Labor Code Sections 201, 202, 203, 204***

An employer may not willfully fail to pay any wages owed to an employee who is either discharged or quits. If the employer does fail to pay its employees upon separation of employment, 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 therefore is commenced; but the wages shall not continue for more than 30 days. (See Lab. Code § 203) Here, Defendants did not compensate Plaintiff and do not compensate other similarly situated employees at the time of discharge or timely at the time of separation.

***Violation of California Labor Code Section 210***

Under Labor Code section 210, an employer may not fail to pay the wages of each employee. Here, Defendants failed to pay for all hours worked due to requiring employees to undergo medical inspections and testing before clocking-in. These medical inspections and medical testing and questions required Plaintiff and other employees to work off-the-clock for up to 10 minutes each day.

***Violation of California Labor Code Section 221***

It shall be unlawful for any employer to collect or receive from an employee any part of wages theretofore paid by said employer to said employee. Again, here, Defendants failed to pay for all hours worked due to requiring employees to undergo medical inspections and testing before clocking-in. These medical inspections and medical testing and questions required Plaintiff and other employees to work off-the-clock for up to 10 minutes.

***Violation of California Labor Code Section 226(a)***

Labor Code § 226(a) requires employers to provide “accurate itemized statement in writing” each pay period that includes nine categories of information. These categories include (1) gross wages earned, (2) total hours worked, (4) deductions taken, (5) net wages earned, (8) name and address of the legal entity employer and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. (See Labor Code §226, subsection (a)). Any employer who has violated California Labor Code Section 226(a) will also be subject to penalties under California Labor Code Section 226.3. These records must be maintained for a period of at least three years. It is Plaintiff’s contention that Defendants are in violation of the following California Labor Codes:

***Violation of § 226(a)(1)***

Section 226(a)(1) requires gross wages to be inserted on an employee’s paystubs. Plaintiff and other similarly situated employees’ paystubs did not accurately reflect their gross wages earned by virtue of excluding hours worked and wages earned because Plaintiff and other similarly situated employees did not receive all entitled meal periods and rest periods but Defendants did not compensate them for that extra hour worth of work nor disclosed or recorded the extra hour worth of gross wages earned on their paystubs for failing to pay for all hours worked and provide the entitled meal breaks and rest breaks. Moreover, Defendants failed to insert all hours worked and wages earned due to the off-the-clock work.

***Violation of § 226(a)(2)***

Section 226(a)(2) requires the total hours worked by the employee to be inserted on an employee’s paystubs. Plaintiff and other similarly situated employees’ paystubs did not accurately reflect their total hours worked by virtue of excluding hours worked because Plaintiff and other similarly situated employees did not receive all entitled meal periods and rest periods but Defendants did not compensate them for that extra hour worth of work nor disclosed or recorded the extra hour worth of gross wages earned on their paystubs for failing to pay for all hours worked and provide the entitled meal breaks and rest breaks. Moreover, Defendants failed to insert all hours worked and wages earned due to the off-the-clock work.

***Violation of § 226(a)(4)***

Section 226(a)(4) requires all deductions out of the employees’ wages to be inserted on an employee’s paystubs. Plaintiff and other similarly situated employees’ paystubs did not accurately reflect all deductions taken out of their paychecks by virtue of excluding hours worked and wages earned because Plaintiff and other similarly situated employees did not receive all entitled meal periods and rest periods but Defendants did not compensate them for that extra hour worth of work nor disclosed or recorded the extra hour worth of gross wages earned on their paystubs for failing

to pay for all hours worked and provide the entitled meal breaks and rest breaks. Moreover, Defendants failed to insert all hours worked and wages earned due to the off-the-clock work.

Violation of § 226(a)(5)

Section 226(a)(5) requires net wages to be inserted on an employee's paystubs. Plaintiffs' and other similarly situated employees' paystubs did not accurately reflect their net wages earned by virtue of excluding hours worked and wages earned because Plaintiff and other similarly situated employees did not receive all entitled meal periods and rest periods but Defendants did not compensate them for that extra hour worth of work nor disclosed or recorded the extra hour worth of gross wages earned on their paystubs for failing to pay for all hours worked and provide the entitled meal breaks and rest breaks. Moreover, Defendants failed to insert all hours worked and wages earned due to the off-the-clock work.

Violation of § 226(a)(9)

Section 226(a)(9) requires all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. Plaintiffs and other similarly situated employees' paystubs did not reflect their applicable hourly rate because Defendants excluded hours worked and wages earned because Plaintiff and other similarly situated employees did not receive all entitled meal periods and rest periods but Defendants did not compensate them for that extra hour worth of work nor disclosed or recorded the extra hour worth of gross wages earned on their paystubs for failing to pay for all hours worked and provide the entitled meal breaks and rest breaks. Moreover, Defendants failed to insert all hours worked and wages earned due to the off-the-clock work.

***Violation of California Labor Code Sections 510, 1194, 1198, Wage Order 1, Wage Order 4, Sections 3, 5, 7, Wage Order 7, Sections 3, 5, 7 and 14, Wage Order 8, Sections 3, 5, 7, Wage Order 9, Sections 3, 5, 7***

An employer must provide rest period pursuant to an applicable order of the Industrial Welfare Commission. (See Lab. Code § 226.7)

Under Labor Code § 1198 an employer is required to comply with the standard conditions of labor required in the orders set by the Industrial Welfare Commission. Industrial Welfare Commission Order No. 1-2001, Industrial Welfare Commission Order No. 4-2001, Industrial Welfare Commission Order No. 7-2001, Industrial Welfare Commission Order No. 8-2001, and Industrial Welfare Commission Order No. 9-2001.

Under these circumstances, Plaintiff's position at Defendants falls within Wage Orders 1, 4, 7, 8 and 9. Thus, below all sections and subsections that pertain to California Wage Orders 1, 4, 7, 8 and 9 that were employed or remain employed by Defendants.

California Labor Code Sections 510 and 1194, Wage Order 1, Section 3, Wage Order 4, Section 3, Wage Order 7, Section 3, Wage Order 8, Section 3, Wage Order 9, Section 3

Section 3 lays out the requirements for overtime pay applicable to employees working in restaurants and all similar establishments such as Defendants. If an employee works in excess of eight (8) hours in any one day, or over forty (40) hours in one week, those hours must be paid at the rate of one and one-half (1.5) times the employee's regular rate of pay for all hours worked in excess of eight (8) hours and up until twelve (12) hours in any day. Any hour worked in excess of 12 hours in any workday is to be paid at the rate of double the employee's regular rate of pay.

Moreover, if any employee works (7) consecutive days, the employee shall be paid one and one-half (1.5) times his or her regular pay for the first eight (8) hours. Any hours worked in excess of eight (8) hours on the seventh consecutive day must be paid at twice the employee's regular rate of pay.

***Violation of California Labor Code Section 510***

Work in excess of eight hours in one workday and/or 40 hours in one workweek, and the first eight hours on the seventh day of work in any workweek must be compensated at no less than one and one-half times the employee's regular rate of compensation. (See Lab. Code §510) "Double time" required after twelve hours in any workday, after eight hours on the seventh day of work. Plaintiff and other similarly situated employees were subjected to pre-shift medical inspections lasting up to 10 minutes before being allowed to clock-in resulting in off-the-clock work. Some of this work time would have qualified as overtime wages for these employees whom earned these overtime wages that were not paid at the overtime rates for hours worked in excess of 8 hours per day or forty hours per week because they worked through shifts above 8 hours per day and 40 hours per week violating Labor Code Section 510.

***Violation of California Labor Code Sections 226.7, 512, and 1198, and Wage Orders 1, 4, 7, 8 and 9, Sections 7, 11 and 12***

California Labor Code Sections 226.7, 512 and Wage Orders 1, 4, 7, 8 and 9, Section 11, requires employers to provide employees with uninterrupted meal breaks for 30 minutes every 5 hours unless waived by mutual consent and the work shift is not above 6 hours. California Labor Code Sections 226.7, 512 and Wage Orders 4, 7 and 9, Section 11 requires every employer to provide its employees with uninterrupted meal breaks for 30 minutes every 5 hours if the employee works more than a 6 hour shift. Plaintiff and other similarly situated employees regularly worked above five, six and ten hour shifts and were not provided legally entitled meal breaks every five hours and subjected to short, late, missed, on-call, on-premises, or interrupted meal breaks and were not compensated premium wages for these violations.

California Labor Code Sections 226.7 and Wage Orders 1, 4, 7, 8 and 9, Section 12 states every employer shall authorize and permit all employees to take rest periods, which insofar as

practicable shall be in the middle of each work period. The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof. However, a rest period need not be authorized for employees whose total daily work time is less than three and one-half (3 1/2) hours. Authorized rest period time shall be counted as hours worked for which there shall be no deduction from wages. (B) If an employer fails to provide an employee a rest period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the rest period is not provided that were short, late or not taken at all. Plaintiff and other similarly situated employees did not receive their entitled uninterrupted rest periods and subjected to short, late, on-call, on-premises, missed, or interrupted rest periods during their employment at Defendant while regularly working above 3.5, 4, 6 and 7.5 hour shifts.

#### Wage Orders 4, 7, 9 Section -7- Records

Section 7 sets out the requirements for the maintenance of employee records by an employer. Subsection (A) requires employers to "keep accurate information with respect to each employee" regarding identification information, including their "[f]ull name, home address, occupation and social security number," "[time records showing when the employee begins and ends each work period," "[m]eal periods," and [t]otal hours worked in the payroll period and applicable rates of pay."

Subsection (B) requires an employer to provide accurate, itemized statements showing deductions and the dates of the pay period. Subsection (C) requires such records to be kept for three (3) years and made available on request.

As discussed above, Defendant failed to record "meal periods" as Plaintiff and other similarly situated employees were not provided with proper meal periods. Furthermore, Defendant failed to incorporate the extra hours' worth of work when Plaintiff and other similarly situated employees worked through their entitled meal breaks and rest breaks or subjected to short, late, missed, on-call, on-premises or interrupted meal breaks and rest breaks without being paid premium wages. The extra hours' worth of work at the applicable rate of pay and work were not disclosed on the itemized wage statements in violation of Wage Orders 1, 4, 7, 8, 9, Section -7-Record.

#### ***Violation of California Labor Code Section 558***

Any employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty in addition to recover unpaid wages. (See Lab. Code § 558)

***Violation of California Labor Code Sections 1182.12, 1194, 1197, 1197.1 and 1198 - Failure to Provide Minimum Wages***

Any employee receiving less than the legal minimum wage or overtime compensation applicable to the employee is entitled to recover, in a civil action, the unpaid balance of the full amount of the minimum wage or overtime compensation including interest, reasonable attorney's fees, and costs of suit. (See Lab. Code § 1194) Plaintiff and other similarly situated employees were not paid any overtime for hours worked in excess of 8 hours per day or forty hours per week because they worked hours during pre-shift off-the-clock medical inspections entitling them to minimum wage payments.

***Conclusion***

Pursuant to the above stated facts, it is Plaintiff's theory that Defendants are in violation of Labor Code §§ 201, 202, 203, 204, 208, 210, 212, 213, 221, 223, 224, 226(a) 1-2, 4-5, 8, 9, 226(a), 226.3, and 226.7, 510, 512, 1174 1182.12, 1194, 1197, 1197.1, Wage Order 1, Sections 3, 5, 7, 11, 12, Wage Order 4, Sections 3, 5, 7, 11, 12, Wage Order 7, Sections 3, 5, 7, 1, 12, Wage Order 8, Sections 3, 5, 7, 1, 12, and Wage Order 9, Sections 3, 5, 7, 11 and 12. It is Plaintiff's contention that all similarly situated employees at Defendants are subjected to all of the above mentioned violations as Defendants' employees.

Sincerely,

**Jackson Law, APC**

/s/ Armond M. Jackson

Armond M. Jackson

# **EXHIBIT D**

# INVOICE

Company Logo

Jackson APC,

BILL TO

Cristobal Flores  
6824 Ermerson Dr  
Buena Park CA 90620

Invoice Number: 631  
Invoice Date: 7/11/2024  
Terms: 30

Due Date: **8/10/2024**  
Amount Due: **\$17,458.35**  
Invoice Start Date:  
Invoice End Date:

## TIME

| Date | Description | Team Member | Code | Code 2 | Rate | Hours | Total  |
|------|-------------|-------------|------|--------|------|-------|--------|
|      |             |             |      |        |      |       | \$0.00 |

## EXPENSES

| Date     | Description                                    | Code | Code 2 | Qty | Price    | Unit | Total    |
|----------|------------------------------------------------|------|--------|-----|----------|------|----------|
| 10/08/20 | mailed out: RFPF                               |      |        | 1   | 0.65     | 1    | 0.65     |
| 10/21/20 | Certified Mail Receipts                        |      |        | 1   | 12.75    | 1    | 12.75    |
| 10/22/20 | One Legal Invoice 12594444                     |      |        | 1   | 1,447.20 | 1    | 1,447.20 |
| 01/14/21 | One Legal Invoice 12724712                     |      |        | 1   | 14.25    | 1    | 14.25    |
| 01/19/21 | One Legal Invoice 12736907                     |      |        | 1   | 12.00    | 1    | 12.00    |
| 01/19/21 | Mailed out Notice of Acknowledgment of Receipt |      |        | 1   | 3.40     | 1    | 3.40     |
| 01/19/21 | Mailed out CMC                                 |      |        | 1   | 0.50     | 1    | 0.50     |
| 04/22/21 | One Legal Invoice 12918878                     |      |        | 1   | 12.00    | 1    | 12.00    |
| 08/27/21 | One Legal Invoice 13173207                     |      |        | 1   | 16.25    | 1    | 16.25    |
| 10/18/21 | Courtcall ID 11364542                          |      |        | 1   | 94.00    | 1    | 94.00    |
| 04/19/22 | One Legal Invoice_13658099                     |      |        | 1   | 14.75    | 1    | 14.75    |

|          |                                            |   |          |   |          |
|----------|--------------------------------------------|---|----------|---|----------|
| 04/22/22 | CourtCall ID INVOICE<br>11503679           | 1 | 94.00    | 1 | 94.00    |
| 06/01/22 | 055882 Orange County Civil<br>Docs         | 1 | 7.50     | 1 | 7.50     |
| 06/06/22 | One Legal Invoice 13764714                 | 1 | 84.75    | 1 | 84.75    |
| 06/30/22 | One Legal Invoice 13820387                 | 1 | 14.75    | 1 | 14.75    |
| 07/07/22 | CIVIL47350316                              | 1 | 7.50     | 1 | 7.50     |
| 08/02/22 | CIVIL47867631                              | 1 | 7.50     | 1 | 7.50     |
| 08/16/22 | One Legal Invoice 13924156                 | 1 | 14.75    | 1 | 14.75    |
| 11/07/22 | Mediation Fee; Frank &<br>Feder            | 1 | 7,000.00 | 1 | 7,000.00 |
| 04/03/23 | One Legal Invoice 14453230                 | 1 | 35.20    | 1 | 35.20    |
| 04/11/23 | One Legal Invoice 14472962                 | 1 | 35.20    | 1 | 35.20    |
| 05/04/23 | Berger Consulting Group<br>Invoice 9720    | 1 | 8,000.00 | 1 | 8,000.00 |
| 06/14/23 | Civil Doc Authorization -<br>029641        | 1 | 7.50     | 1 | 7.50     |
| 07/07/23 | Mediation office rental                    | 1 | 296.55   | 1 | 296.55   |
| 07/07/23 | MAIL-OUT: Mediation office<br>rental CHECK | 1 | 0.60     | 1 | 0.60     |
| 08/03/23 | One Legal Invoice 14766834                 | 1 | 75.20    | 1 | 75.20    |
| 08/08/23 | One Legal Invoice 14775782                 | 1 | 15.20    | 1 | 15.20    |
| 10/19/23 | One Legal<br>Invoice_14973677              | 1 | 15.20    | 1 | 15.20    |
| 10/25/23 | One Legal Invoice 14987748                 | 1 | 15.20    | 1 | 15.20    |
| 11/28/23 | One Legal Invoice 15074786                 | 1 | 35.20    | 1 | 35.20    |
| 02/07/24 | One Legal Invoice 15277050                 | 1 | 17.20    | 1 | 17.20    |
| 02/13/24 | One Legal Invoice 15294986                 | 1 | 17.20    | 1 | 17.20    |
| 02/14/24 | One Legal Invoice 15298837                 | 1 | 17.20    | 1 | 17.20    |
| 02/22/24 | One Legal Invoice 15321498                 | 1 | 17.20    | 1 | 17.20    |

\$17,458.35

## FLAT FEE

| Date | Description | Code | Code 2 | Qty | Price | Unit | Total |
|------|-------------|------|--------|-----|-------|------|-------|
|------|-------------|------|--------|-----|-------|------|-------|

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\$0.00

|                    |                    |
|--------------------|--------------------|
| Invoice Total:     | \$17,458.35        |
| Amount Paid:       | (\$0.00)           |
| <b>Amount Due:</b> | <b>\$17,458.35</b> |

# **EXHIBIT E**

# INVOICE

Company Logo

Jackson APC,

## BILL TO

Cristobal Flores  
6824 Ermerson Dr  
Buena Park CA 90620

Invoice Number: 632  
Invoice Date: 7/11/2024  
Terms: 30

Due Date: **8/10/2024**  
Amount Due: **\$222,668.00**  
Invoice Start Date:  
Invoice End Date:

## TIME

| Date     | Description                                                                         | Team Member    | Code | Code 2 | Rate   | Hours | Total    |
|----------|-------------------------------------------------------------------------------------|----------------|------|--------|--------|-------|----------|
| 10/08/20 | Researched Defendants' entities, size and operations.                               | Armond Jackson |      |        | 725.00 | 1.20  | 870.00   |
| 10/09/20 | Researched case theory for class claims.                                            | Armond Jackson |      |        | 725.00 | 2.70  | 1,957.50 |
| 10/15/20 | Reviewed claims, intake and potential causes of action.                             | Armond Jackson |      |        | 725.00 | 3.10  | 2,247.50 |
| 10/16/20 | Drafted outline for complaint.                                                      | Armond Jackson |      |        | 725.00 | 1.50  | 1,087.50 |
| 10/19/20 | Drafted class complaint.                                                            | Armond Jackson |      |        | 725.00 | 3.50  | 2,537.50 |
| 10/21/20 | Drafted and processed PAGA letter.                                                  | Armond Jackson |      |        | 725.00 | 3.10  | 2,247.50 |
| 10/27/20 | Investigation of Defendants organizational and corporate structure.                 | Armond Jackson |      |        | 725.00 | 2.70  | 1,957.50 |
| 10/29/20 | Entity analysis re: the job sites, managers, linkedin profile and business profile. | Armond Jackson |      |        | 725.00 | 2.90  | 2,102.50 |
| 11/06/20 | Reviewed Plaintiff's personnel file.                                                | Armond Jackson |      |        | 725.00 | 3.20  | 2,320.00 |

|          |                                                                                            |                  |        |      |          |
|----------|--------------------------------------------------------------------------------------------|------------------|--------|------|----------|
| 01/11/21 | File Amended Complaint via One Legal                                                       | Yesenia Villalba | 145.00 | 0.20 | 29.00    |
| 01/11/21 | Drafted and FAC.                                                                           | Armond Jackson   | 725.00 | 0.60 | 435.00   |
| 01/12/21 | Finalized discovery.                                                                       | Armond Jackson   | 725.00 | 1.50 | 1,087.50 |
| 01/19/21 | Drafted Case Management Report.                                                            | Armond Jackson   | 725.00 | 1.10 | 797.50   |
| 02/16/21 | Drafted discovery requests.                                                                | Armond Jackson   | 725.00 | 0.30 | 217.50   |
| 02/26/21 | Reviewed discovery and conducted discovery meeting.                                        | Armond Jackson   | 725.00 | 1.00 | 725.00   |
| 03/15/21 | Prepared for and attended hearing.                                                         | Armond Jackson   | 725.00 | 1.50 | 1,087.50 |
| 04/19/21 | Drafted Joint Report.                                                                      | Armond Jackson   | 725.00 | 0.90 | 652.50   |
| 04/22/21 | Sent follow-up email re: statement.                                                        | Armond Jackson   | 725.00 | 0.20 | 145.00   |
| 06/15/21 | Reviewed notice of related case.                                                           | Armond Jackson   | 725.00 | 0.30 | 217.50   |
| 06/22/21 | Reviewed class list in Kronos                                                              | Armond Jackson   | 725.00 | 2.10 | 1,522.50 |
| 06/25/21 | Drafted first salvo discovery.                                                             | Armond Jackson   | 725.00 | 1.20 | 870.00   |
| 06/25/21 | Preliminarily reviewed class member employee check header data.                            | Armond Jackson   | 725.00 | 3.70 | 2,682.50 |
| 07/08/21 | Drafted certification outline/matrix                                                       | Armond Jackson   | 725.00 | 3.10 | 2,247.50 |
| 07/13/21 | Researched law re: recent certification rulings on wage claims.                            | Armond Jackson   | 725.00 | 3.20 | 2,320.00 |
| 07/14/21 | Researched law re: recent certification rulings on meal break claims.                      | Armond Jackson   | 725.00 | 2.10 | 1,522.50 |
| 07/15/21 | Researched law re: recent certification rulings on failure to pay upon termination claims. | Armond Jackson   | 725.00 | 2.70 | 1,957.50 |
| 07/22/21 | Researched law re: recent certification rulings on wage statement claims.                  | Armond Jackson   | 725.00 | 2.60 | 1,885.00 |

|          |                                                                                                                                                             |                  |        |      |          |
|----------|-------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|--------|------|----------|
| 08/26/21 | Revised joint statement.                                                                                                                                    | Armond Jackson   | 725.00 | 0.40 | 290.00   |
| 09/09/21 | Participated in telephonic meeting with counsels.                                                                                                           | Armond Jackson   | 725.00 | 0.70 | 507.50   |
| 09/09/21 | Revised JPA.                                                                                                                                                | Armond Jackson   | 725.00 | 0.60 | 435.00   |
| 10/05/21 | Formatted Status Conference; review court website; attached doc in Monday.com                                                                               | Yesenia Villalba | 145.00 | 0.20 | 29.00    |
| 10/06/21 | Drafted Joint Statement.                                                                                                                                    | Armond Jackson   | 725.00 | 0.90 | 652.50   |
| 10/06/21 | Reviewed protective order.                                                                                                                                  | Armond Jackson   | 725.00 | 0.80 | 580.00   |
| 10/07/21 | Revised joint statement for filing.                                                                                                                         | Armond Jackson   | 725.00 | 0.40 | 290.00   |
| 10/12/21 | Communicated with client about signing the joint agreement, emailed to him via DocuSign, he will come tomorrow to bring docs to the office for AJ's review. | Yesenia Villalba | 145.00 | 0.30 | 43.50    |
| 10/12/21 | Revised Belaire West notice.                                                                                                                                | Armond Jackson   | 725.00 | 0.40 | 290.00   |
| 10/12/21 | Revised joint discovery plan.                                                                                                                               | Armond Jackson   | 725.00 | 0.50 | 362.50   |
| 10/13/21 | Client came to sign Joint Agreement; brought a doc for AJ to review. I explained the doc and AJ did too. Scanned the doc and emailed it to co-counsel.      | Yesenia Villalba | 145.00 | 0.60 | 87.00    |
| 10/15/21 | Attended Court Hearing.                                                                                                                                     | Armond Jackson   | 725.00 | 0.70 | 507.50   |
| 10/19/21 | Sent email re: mediation.                                                                                                                                   | Armond Jackson   | 725.00 | 0.60 | 435.00   |
| 11/11/21 | Reviewed and analyzed Defendant's Employee Handbook.                                                                                                        | Armond Jackson   | 725.00 | 3.10 | 2,247.50 |
| 12/15/21 | Drafted meet and confer letter.                                                                                                                             | Armond Jackson   | 725.00 | 0.50 | 362.50   |
| 12/23/21 | Drafted mc letter re: discovery.                                                                                                                            | Armond Jackson   | 725.00 | 0.70 | 507.50   |

|          |                                                                       |                  |        |      |          |
|----------|-----------------------------------------------------------------------|------------------|--------|------|----------|
| 12/27/21 | Assigned discovery project to MO.                                     | Armond Jackson   | 725.00 | 0.30 | 217.50   |
| 12/28/21 | Began drafting discovery motion.                                      | Armond Jackson   | 725.00 | 1.20 | 870.00   |
| 01/11/22 | Reviewed BWN and email.                                               | Armond Jackson   | 725.00 | 0.20 | 145.00   |
| 01/24/22 | Reviewed notice.                                                      | Armond Jackson   | 725.00 | 0.20 | 145.00   |
| 02/15/22 | Reviewed Belaire West email.                                          | Armond Jackson   | 725.00 | 0.20 | 145.00   |
| 04/15/22 | Drafted joint statement.                                              | Armond Jackson   | 725.00 | 1.20 | 870.00   |
| 05/04/22 | Drafted meet and confer email.                                        | Armond Jackson   | 725.00 | 0.40 | 290.00   |
| 05/25/22 | Prep for CMC                                                          | Anthony Filer    | 250.00 | 0.40 | 100.00   |
| 06/01/22 | Drafted RFP discovery motion.                                         | Armond Jackson   | 725.00 | 5.40 | 3,915.00 |
| 06/01/22 | Drafted SI discovery motion.                                          | Armond Jackson   | 725.00 | 3.10 | 2,247.50 |
| 06/21/22 | Preliminarily reviewed pay and shift data and pay columns.            | Armond Jackson   | 725.00 | 3.10 | 2,247.50 |
| 06/27/22 | Preliminarily reviewed class member employee hours and earnings data. | Armond Jackson   | 725.00 | 3.10 | 2,247.50 |
| 06/28/22 | Preliminarily reviewed class member employee tax and deduction data.  | Armond Jackson   | 725.00 | 1.10 | 797.50   |
| 07/06/22 | Preliminarily reviewed class member employee data not in Kronos       | Armond Jackson   | 725.00 | 2.10 | 1,522.50 |
| 07/14/22 | Preliminarily reviewed class member payroll timesheets.               | Armond Jackson   | 725.00 | 3.10 | 2,247.50 |
| 07/22/22 | Reviewed joint statement                                              | Anthony Filer    | 250.00 | 0.20 | 50.00    |
| 07/22/22 | Cont. review of class member payroll timesheets.                      | Armond Jackson   | 725.00 | 2.90 | 2,102.50 |
| 07/25/22 | Update the Joint Statement                                            | Yesenia Villalba | 145.00 | 0.20 | 29.00    |

|          |                                                                                         |                |        |      |          |
|----------|-----------------------------------------------------------------------------------------|----------------|--------|------|----------|
| 07/26/22 | Reviewed joint statement                                                                | Anthony Filer  | 250.00 | 0.50 | 125.00   |
| 07/27/22 | Reviewed joint statement                                                                | Anthony Filer  | 250.00 | 0.60 | 150.00   |
| 07/27/22 | Cont. review of class member payroll timesheet.                                         | Armond Jackson | 725.00 | 2.90 | 2,102.50 |
| 07/27/22 | Cont. review of class member payroll timesheet.                                         | Armond Jackson | 725.00 | 3.10 | 2,247.50 |
| 08/01/22 | Prep for Status Conference                                                              | Anthony Filer  | 250.00 | 0.20 | 50.00    |
| 08/01/22 | Preliminarily reviewed class members Weekly Earnings Statements 12.27.2020 to 1.2.2021. | Armond Jackson | 725.00 | 3.10 | 2,247.50 |
| 08/02/22 | Prep for hearing                                                                        | Anthony Filer  | 250.00 | 0.10 | 25.00    |
| 08/05/22 | Preliminarily reviewed class members Weekly Earnings Statements 1.3.2021 to 1.9.2021.   | Armond Jackson | 725.00 | 2.30 | 1,667.50 |
| 08/09/22 | Preliminarily reviewed class members Weekly Earnings Statements 1.10.2021 to 1.16.2021. | Armond Jackson | 725.00 | 2.70 | 1,957.50 |
| 08/11/22 | Preliminarily reviewed class members Weekly Earnings Statements 1.17.2021 to 1.23.2021. | Armond Jackson | 725.00 | 2.20 | 1,595.00 |
| 08/11/22 | Preliminarily reviewed class members Weekly Earnings Statements 1.24.2021 to 1.30.2021. | Armond Jackson | 725.00 | 2.90 | 2,102.50 |
| 08/12/22 | DRafted Notice of Ruling.                                                               | Armond Jackson | 725.00 | 0.60 | 435.00   |
| 08/12/22 | Prepared for and attended the status conference.                                        | Armond Jackson | 725.00 | 1.20 | 870.00   |
| 08/15/22 | Preliminarily reviewed class members Weekly Earnings Statements 1.31.2021 to 2.6.2021.  | Armond Jackson | 725.00 | 2.60 | 1,885.00 |
| 08/17/22 | Preliminarily reviewed class members Weekly Earnings Statements                         | Armond Jackson | 725.00 | 2.30 | 1,667.50 |

2.7.2021 to 2.13.2021.

|          |                                                                                         |                |        |      |          |
|----------|-----------------------------------------------------------------------------------------|----------------|--------|------|----------|
| 08/18/22 | Preliminarily reviewed class members Weekly Earnings Statements 2.14.2021 to 2.20.2021. | Armond Jackson | 725.00 | 2.40 | 1,740.00 |
| 08/21/22 | Review Notice of Rulings                                                                | Anthony Filer  | 250.00 | 0.20 | 50.00    |
| 08/22/22 | Preliminarily reviewed class members Weekly Earnings Statements 2.21.2021 to 2.27.2021. | Armond Jackson | 725.00 | 1.60 | 1,160.00 |
| 08/25/22 | Preliminarily reviewed class members Weekly Earnings Statements 2.28.2021 to 3.6.2021.  | Armond Jackson | 725.00 | 1.40 | 1,015.00 |
| 08/29/22 | Preliminarily reviewed class members Weekly Earnings Statements 3.7.2021 to 3.13.2021.  | Armond Jackson | 725.00 | 1.80 | 1,305.00 |
| 08/31/22 | Sent email re: discovery and mediation.                                                 | Armond Jackson | 725.00 | 0.30 | 217.50   |
| 08/31/22 | Preliminarily reviewed class members Weekly Earnings Statements 3.14.2021 to 3.20.2021. | Armond Jackson | 725.00 | 1.90 | 1,377.50 |
| 09/02/22 | Preliminarily reviewed class members Weekly Earnings Statements 3.21.2021 to 3.27.2021. | Armond Jackson | 725.00 | 1.70 | 1,232.50 |
| 09/05/22 | Preliminarily reviewed class members Weekly Earnings Statements 3.28.2021 to 4.3.2021.  | Armond Jackson | 725.00 | 1.80 | 1,305.00 |
| 09/06/22 | Preliminarily reviewed class members Weekly Earnings Statements 4.4.2021 to 4.10.2021.  | Armond Jackson | 725.00 | 2.10 | 1,522.50 |
| 09/08/22 | Preliminarily reviewed class members Weekly Earnings Statements 4.11.2021 to 4.17.2021. | Armond Jackson | 725.00 | 1.60 | 1,160.00 |
| 09/13/22 | Preliminarily reviewed class members Weekly Earnings Statements 4.18.2021 to 4.24.2021. | Armond Jackson | 725.00 | 1.50 | 1,087.50 |

|          |                                                                                             |                |        |      |          |
|----------|---------------------------------------------------------------------------------------------|----------------|--------|------|----------|
| 09/15/22 | Preliminarily reviewed class members Weekly Earnings Statements 4.25.2021 to 5.1.2021.      | Armond Jackson | 725.00 | 1.40 | 1,015.00 |
| 09/20/22 | Preliminarily reviewed class members Weekly Earnings Statements 5.2.2021 to 5.8.2021.       | Armond Jackson | 725.00 | 1.50 | 1,087.50 |
| 09/22/22 | Preliminarily reviewed class members Weekly Earnings Statements 5.9.2021 to 5.15.2021.      | Armond Jackson | 725.00 | 1.90 | 1,377.50 |
| 09/26/22 | Preliminarily reviewed class members Weekly Earnings Statements 5.23.2021 to 5.29.2021.     | Armond Jackson | 725.00 | 2.10 | 1,522.50 |
| 09/27/22 | Preliminarily reviewed class members Weekly Earnings Statements 5.16.2021 to 5.22.2021.     | Armond Jackson | 725.00 | 2.10 | 1,522.50 |
| 09/30/22 | Preliminarily reviewed class members Weekly Earnings Statements 5.30.2021 to 6.5.2021.      | Armond Jackson | 725.00 | 2.20 | 1,595.00 |
| 10/06/22 | Reviewed and charted payroll time sheets LCC406 to LCC439.                                  | Armond Jackson | 725.00 | 0.50 | 362.50   |
| 10/06/22 | Reviewed and processed class list. Segmented class members. Reviewed for duplicate members. | Armond Jackson | 725.00 | 1.60 | 1,160.00 |
| 10/06/22 | Preliminarily reviewed class members Weekly Earnings Statements 6.6.2021 to 6.12.2021.      | Armond Jackson | 725.00 | 1.80 | 1,305.00 |
| 10/10/22 | Preliminarily reviewed class members Weekly Earnings Statements 6.6.2021 to 6.12.2021.      | Armond Jackson | 725.00 | 1.90 | 1,377.50 |
| 10/12/22 | Preliminarily reviewed class members Weekly Earnings Statements 6.13.2021 to 6.19.2021.     | Armond Jackson | 725.00 | 1.90 | 1,377.50 |
| 10/14/22 | Preliminarily reviewed class members Weekly Earnings Statements 6.20.2021 to 6.26.2021.     | Armond Jackson | 725.00 | 1.50 | 1,087.50 |

|          |                                                                                         |                |        |      |          |
|----------|-----------------------------------------------------------------------------------------|----------------|--------|------|----------|
| 10/17/22 | Preliminarily reviewed class members Weekly Earnings Statements 6.27.2021 to 7.3.2021.  | Armond Jackson | 725.00 | 1.80 | 1,305.00 |
| 10/19/22 | Preliminarily reviewed class members Weekly Earnings Statements 7.4.2021 to 7.10.2021.  | Armond Jackson | 725.00 | 1.80 | 1,305.00 |
| 10/21/22 | Preliminarily reviewed class members Weekly Earnings Statements 7.11.2021 to 7.17.2021. | Armond Jackson | 725.00 | 1.80 | 1,305.00 |
| 10/21/22 | Preliminarily reviewed class members Weekly Earnings Statements 7.18.2021 to 7.24.2021. | Armond Jackson | 725.00 | 1.90 | 1,377.50 |
| 10/24/22 | Preliminarily reviewed class members Weekly Earnings Statements 7.25.2021 to 7.31.2021. | Armond Jackson | 725.00 | 2.60 | 1,885.00 |
| 10/24/22 | Preliminarily reviewed class members Weekly Earnings Statements 8.1.2021 to 8.7.2021.   | Armond Jackson | 725.00 | 1.90 | 1,377.50 |
| 10/25/22 | Preliminarily reviewed class members Weekly Earnings Statements 8.8.2021 to 8.14.2021.  | Armond Jackson | 725.00 | 1.90 | 1,377.50 |
| 10/25/22 | Preliminarily reviewed class members Weekly Earnings Statements 8.15.2021 to 8.21.2021. | Armond Jackson | 725.00 | 1.70 | 1,232.50 |
| 10/25/22 | Preliminarily reviewed class members Weekly Earnings Statements 8.29.2021 to 9.4.2021.  | Armond Jackson | 725.00 | 2.10 | 1,522.50 |
| 10/26/22 | Preliminarily reviewed class members Weekly Earnings Statements 9.5.2021 to 9.11.2021.  | Armond Jackson | 725.00 | 1.90 | 1,377.50 |
| 10/27/22 | Preliminarily reviewed class members Weekly Earnings Statements 9.19.2021 to 9.25.2021. | Armond Jackson | 725.00 | 1.90 | 1,377.50 |
| 10/27/22 | Preliminarily reviewed class members Weekly Earnings Statements 9.26.2021 to 10.2.2021. | Armond Jackson | 725.00 | 1.80 | 1,305.00 |

|          |                                                                                           |                  |        |      |          |
|----------|-------------------------------------------------------------------------------------------|------------------|--------|------|----------|
| 10/28/22 | Preliminarily reviewed class members Weekly Earnings Statements 10.3.2021 to 10.9.2021.   | Armond Jackson   | 725.00 | 1.90 | 1,377.50 |
| 11/01/22 | Preliminarily reviewed class members Weekly Earnings Statements 10.10.2021 to 10.16.2021. | Armond Jackson   | 725.00 | 1.90 | 1,377.50 |
| 11/03/22 | Preliminarily reviewed class members Weekly Earnings Statements 10.17.2021 to 10.23.2021. | Armond Jackson   | 725.00 | 1.60 | 1,160.00 |
| 11/04/22 | Preliminarily reviewed class members Weekly Earnings Statements 10.24.2021 to 10.30.2021. | Armond Jackson   | 725.00 | 1.90 | 1,377.50 |
| 11/07/22 | Preliminarily reviewed class members Weekly Earnings Statements 10.31.2021 to 11.6.2021.  | Armond Jackson   | 725.00 | 1.70 | 1,232.50 |
| 01/04/23 | Drafted data matrix                                                                       | Armond Jackson   | 725.00 | 4.10 | 2,972.50 |
| 01/05/23 | Drafted PMK notice.                                                                       | Armond Jackson   | 725.00 | 1.00 | 725.00   |
| 01/09/23 | Revised data matrix.                                                                      | Armond Jackson   | 725.00 | 2.40 | 1,740.00 |
| 01/12/23 | JOint Status Report                                                                       | Yesenia Villalba | 145.00 | 0.30 | 43.50    |
| 01/13/23 | Review drafted Joint Statement                                                            | Anthony Filer    | 250.00 | 0.20 | 50.00    |
| 01/17/23 | Review drafted Joint Statement                                                            | Anthony Filer    | 250.00 | 0.50 | 125.00   |
| 01/25/23 | Reviewed email from co-counsel re: meeting.                                               | Armond Jackson   | 725.00 | 0.20 | 145.00   |
| 02/01/23 | Follow up with Co-counsel re: Mediation                                                   | Anthony Filer    | 250.00 | 0.70 | 175.00   |
| 02/07/23 | Review Joint Stipulation and Request to Cont. Discovery                                   | Anthony Filer    | 250.00 | 0.20 | 50.00    |
| 02/14/23 | Review drafted Joint Stipulation And Request to Cont. Trial Dates                         | Anthony Filer    | 250.00 | 0.30 | 75.00    |
| 03/02/23 | Review email: re mediation                                                                | Anthony Filer    | 250.00 | 0.10 | 25.00    |

|          |                                                                               |                |        |      |          |
|----------|-------------------------------------------------------------------------------|----------------|--------|------|----------|
| 03/06/23 | Follow up re: trial dates                                                     | Anthony Filer  | 250.00 | 0.10 | 25.00    |
| 03/27/23 | Assigned project to AF re: modification of briefing schedule re: cert motion. | Armond Jackson | 725.00 | 0.20 | 145.00   |
| 03/27/23 | Drafted Stipulation to Modify Briefing Schedule                               | Anthony Filer  | 250.00 | 1.60 | 400.00   |
| 03/27/23 | Read email re: stipulation to modify cert briefing.                           | Armond Jackson | 725.00 | 0.20 | 145.00   |
| 03/27/23 | Responded to email re: stipulation to modify cert briefing.                   | Armond Jackson | 725.00 | 0.20 | 145.00   |
| 03/29/23 | Revised stipulation to modify briefing schedule.                              | Armond Jackson | 725.00 | 0.70 | 507.50   |
| 03/29/23 | Review Stipulation to Modify briefing schedule                                | Anthony Filer  | 250.00 | 0.10 | 25.00    |
| 04/03/23 | Drafted stipulation to modify class cert brief.                               | Armond Jackson | 725.00 | 0.80 | 580.00   |
| 04/03/23 | Review Stipulation to Modify Briefing Schedule / Stipulation for Cont.        | Anthony Filer  | 250.00 | 0.20 | 50.00    |
| 04/04/23 | Review signed Joint Stipulation                                               | Anthony Filer  | 250.00 | 0.10 | 25.00    |
| 04/05/23 | Draft class certification outline.                                            | Armond Jackson | 725.00 | 5.10 | 3,697.50 |
| 04/06/23 | Cont. drafted class certification outline and brief citation research.        | Armond Jackson | 725.00 | 4.10 | 2,972.50 |
| 04/07/23 | Drafted outline of class certification declaration.                           | Armond Jackson | 725.00 | 3.10 | 2,247.50 |
| 04/10/23 | Drafted second set of discovery and analyzed claims re: class certification.  | Armond Jackson | 725.00 | 4.10 | 2,972.50 |
| 04/17/23 | Researched law re: off-the-clock work claims.                                 | Armond Jackson | 725.00 | 4.10 | 2,972.50 |
| 04/20/23 | Analyzed wage statements and researched law re: wage statement claims.        | Armond Jackson | 725.00 | 3.70 | 2,682.50 |
| 04/28/23 | Review emails re: mediation                                                   | Anthony Filer  | 250.00 | 0.10 | 25.00    |

|          |                                                                                                   |                  |        |       |           |
|----------|---------------------------------------------------------------------------------------------------|------------------|--------|-------|-----------|
| 05/10/23 | Drafted mediation brief.                                                                          | Armond Jackson   | 725.00 | 4.20  | 3,045.00  |
| 05/12/23 | Sign Confidentiality agreement                                                                    | Anthony Filer    | 250.00 | 0.10  | 25.00     |
| 05/12/23 | Drafted mediation brief.                                                                          | Armond Jackson   | 725.00 | 6.70  | 4,857.50  |
| 05/15/23 | Review completed document with signatures                                                         | Anthony Filer    | 250.00 | 0.10  | 25.00     |
| 05/16/23 | Review emails re: Zoom information                                                                | Anthony Filer    | 250.00 | 0.10  | 25.00     |
| 05/16/23 | Review MOU                                                                                        | Anthony Filer    | 250.00 | 0.10  | 25.00     |
| 05/17/23 | Prepared for and attended mediation.                                                              | Armond Jackson   | 725.00 | 14.00 | 10,150.00 |
| 05/17/23 | Drafted Class Settlement Agreement                                                                | Anthony Filer    | 250.00 | 1.40  | 350.00    |
| 05/31/23 | Follow up re: Joint Statement / Review emails re: Settlement Agreement                            | Anthony Filer    | 250.00 | 0.50  | 125.00    |
| 05/31/23 | Reviewed settlement agreement.                                                                    | Armond Jackson   | 725.00 | 2.30  | 1,667.50  |
| 06/01/23 | Joint Status                                                                                      | Yesenia Villalba | 145.00 | 0.10  | 14.50     |
| 06/02/23 | Review Joint Statement                                                                            | Anthony Filer    | 250.00 | 0.30  | 75.00     |
| 06/05/23 | Follow up re: Joint Statement                                                                     | Anthony Filer    | 250.00 | 0.10  | 25.00     |
| 06/12/23 | Attended status conference hearing.                                                               | Armond Jackson   | 725.00 | 0.40  | 290.00    |
| 06/14/23 | Review class settlement agreement edits / exhibits                                                | Anthony Filer    | 250.00 | 0.20  | 50.00     |
| 06/14/23 | Reviewed and revised settlement documents, including notice documents and a settlement agreement. | Armond Jackson   | 725.00 | 2.80  | 2,030.00  |
| 06/14/23 | Drafted Motion for Preliminary Approval                                                           | Anthony Filer    | 250.00 | 0.40  | 100.00    |
| 06/15/23 | Review settlement agreement / redlines to exhibits                                                | Anthony Filer    | 250.00 | 0.20  | 50.00     |

|          |                                                   |                |        |      |          |
|----------|---------------------------------------------------|----------------|--------|------|----------|
| 06/15/23 | Drafted MPA                                       | Anthony Filer  | 250.00 | 1.00 | 250.00   |
| 06/27/23 | Drafted MPA                                       | Anthony Filer  | 250.00 | 0.70 | 175.00   |
| 06/28/23 | Review emails re: settlement agreement / w-9      | Anthony Filer  | 250.00 | 0.10 | 25.00    |
| 07/06/23 | Review email re: MPA                              | Anthony Filer  | 250.00 | 0.10 | 25.00    |
| 07/07/23 | Review emails re: mediation payment               | Anthony Filer  | 250.00 | 0.10 | 25.00    |
| 07/10/23 | Review emails re: Motion for Preliminary Approval | Anthony Filer  | 250.00 | 0.20 | 50.00    |
| 07/12/23 | Review emails re: MPA                             | Anthony Filer  | 250.00 | 0.10 | 25.00    |
| 07/13/23 | Revised preliminary approval papers.              | Armond Jackson | 725.00 | 0.60 | 435.00   |
| 07/13/23 | Drafted motion for preliminary approval.          | Armond Jackson | 725.00 | 3.50 | 2,537.50 |
| 07/13/23 | Amend MPA                                         | Anthony Filer  | 250.00 | 0.30 | 75.00    |
| 07/14/23 | Amend MPA                                         | Anthony Filer  | 250.00 | 1.50 | 375.00   |
| 07/18/23 | Drafted preliminary approval papers.              | Armond Jackson | 725.00 | 4.50 | 3,262.50 |
| 07/19/23 | Drafted preliminary approval motion.              | Armond Jackson | 725.00 | 2.30 | 1,667.50 |
| 07/19/23 | Review emails re: MPA                             | Anthony Filer  | 250.00 | 0.10 | 25.00    |
| 07/19/23 | Drafted preliminary approval papers.              | Armond Jackson | 725.00 | 2.30 | 1,667.50 |
| 07/19/23 | Drafted MPA                                       | Anthony Filer  | 250.00 | 1.00 | 250.00   |
| 07/21/23 | Finalized preliminary approval papers.            | Armond Jackson | 725.00 | 2.50 | 1,812.50 |
| 07/21/23 | Review MPA                                        | Anthony Filer  | 250.00 | 0.20 | 50.00    |
| 07/26/23 | Finalized approval papers.                        | Armond Jackson | 725.00 | 1.90 | 1,377.50 |
| 07/31/23 | Finalized approval papers.                        | Armond Jackson | 725.00 | 0.50 | 362.50   |

|          |                                                            |                |        |      |          |
|----------|------------------------------------------------------------|----------------|--------|------|----------|
| 07/31/23 | Follow up re: MPA                                          | Anthony Filer  | 250.00 | 0.20 | 50.00    |
| 08/01/23 | Finalized preliminary approval motion.                     | Armond Jackson | 725.00 | 1.70 | 1,232.50 |
| 08/01/23 | Follow up re: MPA                                          | Anthony Filer  | 250.00 | 0.20 | 50.00    |
| 08/04/23 | Review drafted Joint Report                                | Anthony Filer  | 250.00 | 0.20 | 50.00    |
| 08/07/23 | Follow up re: Joint Statement                              | Anthony Filer  | 250.00 | 0.50 | 125.00   |
| 08/24/23 | Review tentative ruling                                    | Anthony Filer  | 250.00 | 0.10 | 25.00    |
| 08/25/23 | Follow up re: tentative ruling                             | Anthony Filer  | 250.00 | 0.20 | 50.00    |
| 10/10/23 | Revised class documents.                                   | Armond Jackson | 725.00 | 1.60 | 1,160.00 |
| 10/10/23 | Review revised settlement agreement                        | Anthony Filer  | 250.00 | 0.10 | 25.00    |
| 10/11/23 | Review emails re: tentative ruling                         | Anthony Filer  | 250.00 | 0.10 | 25.00    |
| 10/12/23 | Review proposed revisions to settlement agreement          | Anthony Filer  | 250.00 | 0.10 | 25.00    |
| 10/13/23 | Revising approval motions.                                 | Armond Jackson | 725.00 | 2.10 | 1,522.50 |
| 10/13/23 | Review emails re: settlement agreement                     | Anthony Filer  | 250.00 | 0.10 | 25.00    |
| 10/16/23 | Drafted supplemental papers.                               | Armond Jackson | 725.00 | 0.10 | 72.50    |
| 10/16/23 | Finalized preliminary approval papers.                     | Armond Jackson | 725.00 | 0.10 | 72.50    |
| 10/16/23 | Review supplemental brief                                  | Anthony Filer  | 250.00 | 0.10 | 25.00    |
| 10/24/23 | Review email re: change of address                         | Anthony Filer  | 250.00 | 0.10 | 25.00    |
| 11/20/23 | Review amended LWDA letter                                 | Anthony Filer  | 250.00 | 0.10 | 25.00    |
| 11/20/23 | Continued to resolve issues contained in tentative ruling. | Armond Jackson | 725.00 | 0.30 | 217.50   |
| 11/21/23 | Review LWDA revisions                                      | Anthony Filer  | 250.00 | 0.10 | 25.00    |

|          |                                                            |                |        |      |          |
|----------|------------------------------------------------------------|----------------|--------|------|----------|
| 11/27/23 | Review Joint Stipulation                                   | Anthony Filer  | 250.00 | 0.10 | 25.00    |
| 11/28/23 | Review Joint Stipulation / Signed Order                    | Anthony Filer  | 250.00 | 0.20 | 50.00    |
| 01/29/24 | Drafted declaratiuon to resolve tentative.                 | Armond Jackson | 725.00 | 0.10 | 72.50    |
| 01/31/24 | Drafted issues to resolve tentative                        | Armond Jackson | 725.00 | 2.50 | 1,812.50 |
| 02/01/24 | Review emails re: SAC                                      | Anthony Filer  | 250.00 | 0.20 | 50.00    |
| 02/02/24 | Review Joint Settlement Agreement                          | Anthony Filer  | 250.00 | 0.20 | 50.00    |
| 02/05/24 | Review fully executed settlement agreement                 | Anthony Filer  | 250.00 | 0.10 | 25.00    |
| 02/06/24 | Drafted supplemental declaration for preliminary approval. | Armond Jackson | 725.00 | 2.20 | 1,595.00 |
| 02/06/24 | Review supplemental brief                                  | Anthony Filer  | 250.00 | 0.20 | 50.00    |
| 02/13/24 | Review order re: SAC                                       | Anthony Filer  | 250.00 | 0.20 | 50.00    |
| 02/14/24 | Follow up re: SAC                                          | Anthony Filer  | 250.00 | 0.20 | 50.00    |
| 02/15/24 | Review tentative ruling                                    | Anthony Filer  | 250.00 | 0.20 | 50.00    |
| 02/16/24 | Review emails re: tentative ruling                         | Anthony Filer  | 250.00 | 0.10 | 25.00    |
| 02/20/24 | Revised Proposed Order.                                    | Armond Jackson | 725.00 | 0.50 | 362.50   |
| 02/20/24 | Review revised proposed order                              | Anthony Filer  | 250.00 | 0.10 | 25.00    |
| 02/29/24 | Review notice packet                                       | Anthony Filer  | 250.00 | 0.20 | 50.00    |
| 03/06/24 | Reviewed notice packet.                                    | Armond Jackson | 725.00 | 4.30 | 3,117.50 |
| 03/06/24 | Review emails re: class notice                             | Anthony Filer  | 250.00 | 0.10 | 25.00    |
| 03/07/24 | Review class notice documents                              | Anthony Filer  | 250.00 | 0.10 | 25.00    |
| 03/08/24 | Review email re: class data                                | Anthony Filer  | 250.00 | 0.10 | 25.00    |

|          |                                                           |                |        |      |          |
|----------|-----------------------------------------------------------|----------------|--------|------|----------|
| 03/13/24 | Review notice packets / revised bid                       | Anthony Filer  | 250.00 | 0.20 | 50.00    |
| 03/15/24 | Review emails re: notice packet                           | Anthony Filer  | 250.00 | 0.20 | 50.00    |
| 03/18/24 | Review email re: class notices                            | Anthony Filer  | 250.00 | 0.10 | 25.00    |
| 03/18/24 | Review Def's Answer to Complaint                          | Anthony Filer  | 250.00 | 0.10 | 25.00    |
| 03/26/24 | Review emails re: notice packets                          | Anthony Filer  | 250.00 | 0.10 | 25.00    |
| 04/05/24 | Review Weekly Report                                      | Anthony Filer  | 250.00 | 0.10 | 25.00    |
| 04/12/24 | Review weekly report                                      | Anthony Filer  | 250.00 | 0.10 | 25.00    |
| 04/26/24 | Review weekly report                                      | Anthony Filer  | 250.00 | 0.10 | 25.00    |
| 05/03/24 | Review weekly report                                      | Anthony Filer  | 250.00 | 0.10 | 25.00    |
| 05/17/24 | Review weekly report                                      | Anthony Filer  | 250.00 | 0.10 | 25.00    |
| 05/20/24 | Reviewed class notice invoice.                            | Armond Jackson | 725.00 | 0.20 | 145.00   |
| 05/24/24 | Review weekly report                                      | Anthony Filer  | 250.00 | 0.10 | 25.00    |
| 05/31/24 | Review weekly report                                      | Anthony Filer  | 250.00 | 0.10 | 25.00    |
| 06/14/24 | Review weekly report                                      | Anthony Filer  | 250.00 | 0.10 | 25.00    |
| 06/21/24 | Review weekly report                                      | Anthony Filer  | 250.00 | 0.10 | 25.00    |
| 06/28/24 | Review weekly report                                      | Anthony Filer  | 250.00 | 0.10 | 25.00    |
| 07/05/24 | Drafted final approval papers.                            | Armond Jackson | 725.00 | 3.30 | 2,392.50 |
| 07/08/24 | Cont. drafted final approval papers.                      | Armond Jackson | 725.00 | 3.10 | 2,247.50 |
| 07/10/24 | Cont. drafted final approval papers.                      | Armond Jackson | 725.00 | 2.70 | 1,957.50 |
| 07/11/24 | Drafted notice pf withdrawal of pending discovery motion. | Armond Jackson | 725.00 | 0.50 | 362.50   |
| 07/11/24 | Review declaration                                        | Anthony Filer  | 250.00 | 0.10 | 25.00    |

|          |                                  |                |        |      |              |
|----------|----------------------------------|----------------|--------|------|--------------|
| 07/11/24 | Finalized final approval papers. | Armond Jackson | 725.00 | 5.10 | 3,697.50     |
|          |                                  |                |        |      | \$222,668.00 |

### EXPENSES

| Date | Description | Code | Code 2 | Qty | Price | Unit | Total  |
|------|-------------|------|--------|-----|-------|------|--------|
|      |             |      |        |     |       |      | \$0.00 |

### FLAT FEE

| Date | Description | Code | Code 2 | Qty | Price | Unit | Total  |
|------|-------------|------|--------|-----|-------|------|--------|
|      |             |      |        |     |       |      | \$0.00 |

|                    |                     |
|--------------------|---------------------|
| Invoice Total:     | \$222,668.00        |
| Amount Paid:       | (\$0.00)            |
| <b>Amount Due:</b> | <b>\$222,668.00</b> |

# **EXHIBIT F**

# LAFFEY MATRIX

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|                  |                      |                         | Years Out of Law School * |       |       |       |        |
|------------------|----------------------|-------------------------|---------------------------|-------|-------|-------|--------|
| Year             | Adjustmt<br>Factor** | Paralegal/<br>Law Clerk | 1-3                       | 4-7   | 8-10  | 11-19 | 20 +   |
| 6/01/23- 5/31/24 | 1.059295             | \$239                   | \$437                     | \$538 | \$777 | \$878 | \$1057 |
| 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)

\*  $\frac{1}{2}$ Years Out of Law School  $\frac{1}{2}$  is calculated from June 1 of each year, when most law students graduate.  $\frac{1}{2}$ 1-3" includes an attorney in his 1st, 2nd and 3rd years of practice, measured from date of graduation (June 1).  $\frac{1}{2}$ 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  $\frac{1}{2}$ 1-3" from June 1, 1996 until May 31, 1999, would move into tier  $\frac{1}{2}$ 4-7" on June 1, 1999, and tier  $\frac{1}{2}$ 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.