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Attorneys for Plaintiffs
MARIA MILAR & MARIA RODRIGUEZ

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

MARIA MILAR and MARIA RODRIGUEZ, as
“aggrieved employees” and on behalf of
“aggrieved employees” under the California
Labor Code Private Attorneys General Act,

Plaintiff,

v.

SOCAL FOOD GROUP, LP d/b/a DEL TACO;
and DOES 1 through 10, inclusive,

Defendants.

Case No: 37-2021-00018665-CU-OE-CTL

REPRESENTATIVE ACTION

**DECLARATION OF ERIC A. GROVER IN
SUPPORT OF MOTION FOR FINAL
APPROVAL OF PAGA SETTLEMENT
AND MOTION FOR AWARD OF
ATTORNEYS’ FEES AND COSTS,
PLAINTIFFS’ SERVICE AWARDS AND
SETTLEMENT ADMINISTRATION
COSTS**

Assigned to the Honorable Kenneth Medel

Date: April 14, 2023
Time: 9:30 a.m.
Dept: C-66

Complaint Filed: April 27, 2021

1 I, ERIC A. GROVER, declare as follows:

2 1. I am an attorney duly admitted to the practice of law in the State of California. I
3 am a partner in the law firm Keller Grover LLP, co-counsel for Plaintiffs Maria Milar and Maria
4 Rodriguez (collectively "Plaintiffs") Counsel in this action. I have personal knowledge of the
5 facts stated herein and, if called as a witness, I could and would testify competently to the facts set
6 forth below.

7 **Plaintiffs' Counsel's Experience:**

8 2. Between September 1988 and October 2005, I was first an associate and then a
9 shareholder in the firm Littler Mendelson, P.C. Littler is the largest law firm in the United States
10 specializing in labor and employment law. During my 17 years at Littler, I practiced extensively
11 in all areas of labor and employment law, including wage and hour law and class action defense. I
12 also have extensive litigation experience, including numerous arbitrations and trying a number of
13 cases to verdict in state and federal courts.

14 3. In the time I worked at Littler, I worked on many class action matters. The
15 following is a list of various class action matters for which I was the lead or co-lead defense
16 attorney:

- 17 a. *DLSE v. UI Video* (Blockbuster) (Alameda County) (Failure to provide
18 uniforms.);
- 19 b. *Vickery, et al. v. Cinema Seven, Inc.* (San Francisco County) (Independent
20 contractor vs. employee status, overtime, minimum wage and expense
21 reimbursement claims.);
- 22 c. *ILWU, et al. v. DMS Messenger Services, et al.* (San Francisco County)
(Overtime, minimum wage, expense reimbursement and waiting time
23 penalties.);
- 24 d. *Shields, et al. v. Lyon's Restaurants* (San Diego County) (Manager
25 misclassification.);
- 26 e. *O'Donnell, et al. v. Starving Students Movers* (Marin County) (Overtime,
27 minimum wage and waiting time penalties.);
- 28 f. *Cross, et al. v. Compass* (Sacramento County) (Overtime and waiting time
penalties.);

- g. *Flowers, et al. v. Starving Students Movers* (San Joaquin County) (Overtime, minimum wage and waiting time penalties.);
- h. *Chen v. DMX Music, Inc.* (San Francisco County) (Improper chargebacks on commission payments.);
- i. *Tiffany, et al. v. Hometown Buffet* (San Francisco County) (Manager misclassification.);
- j. *Leoni, et al. v. Jetsetter Express, Inc.* (San Joaquin County) (Manager misclassification.);
- k. *Solano v. Clark Pest Control* (Los Angeles County) (Technician/salesperson misclassification.);
- l. *Guglielmino, et al. v. McKee Foods Corp.* (USDC-ND) (Independent contractor vs. employee status.); and
- m. *Evets v. Guess?, Inc.* (San Francisco County) (Manager misclassification.).

4. Between October 15, 2005 and the present, I have been practicing law at Keller Grover LLP. At Keller Grover, approximately 95% of my time is spent representing plaintiffs in employment, privacy, consumer, and data breach class action and PAGA representative matters. I am currently lead counsel or co-lead counsel on more than 15 different class actions. I have been named Class Counsel in numerous recent class action matters, including:

- a. *Watson v. Ann Taylor Stores Corp.*, Los Angeles County Superior Court Case No. BC342729;
- b. *Novak v. Retail Brand Alliance, Inc., et al.*, Alameda County Superior Court Case No. RG 05-223254;
- c. *Jos. A. Banks Overtime Cases*, Solano County Superior Court Case No. JCCP NO. 4479;
- d. *Diaz v. Best Buy Stores, L.P.*, Alameda County Superior Court Case No. Case No. RG 06-264187;
- e. *Lozoya v. PA Acquisition Corp.*, et al, Alameda County Superior Court Case No. RG 06-258395;
- f. *Krispy Kreme Overtime Cases*, Alameda County Superior Court Case No. JCCP No. 4489;
- g. *Walgreens Overtime Cases*, Los Angeles County Superior Court Case No. JCCP 4387;
- h. *Gring v. Claire's Boutique's, Inc.*, Alameda County Superior Court Case No. RG 05-247759;

- i. *Greene v. Federated Retail Holdings, Inc.* San Francisco County Superior Court Case No. CGC 06-449456;
- j. *Stermer v. L'Occitane, Inc.*, San Francisco County Superior Court Case No. CGC 06-456056;
- k. *Wilde v. Catalina Restaurant Group, Inc. et al.*, Los Angeles County Superior Court Case No. BC347513;
- l. *Rogers v. Accentcare, Inc.*, Alameda County Superior Court County Superior Court Case No. RG 05-237683;
- m. *Fleming v. Dollar Tree Stores, Inc.*, United States District Court, Northern District of California, Case No. Case No. C 06-cv-03409 MJJ;
- n. *Corrado v. Valero Services, Inc.*, Alameda County Superior Court Case No. RG 07-322134;
- o. *Stenroos v. Core-Mark International, Inc.*, San Mateo County Superior Court Case No. CIV 451198;
- p. *Ford v. Pilot Travel Centers LLC*, United States District Court, Northern District of California, Case No. C-07-cv-02715 TEH;
- q. *Elsbury v. Pizza Hut of Southeast Kansas, Inc.*, United States District Court, Eastern District of California Case No. EDCV 07-00695 SGL (JCRx);
- r. *Brior v. AE Retail West LLC*, San Francisco County Superior Court Case No. CGC 06-455422;
- s. *Moore v. Genesco, Inc. et al.*, Alameda County Case No. RG 06-270570;
- t. *Stermer v. Ulta Salon, Cosmetics & Fragrance, Inc.*, San Francisco County Superior Court Case No. CGC 08-427014;
- u. *Lauzon v. Club Monaco U.S., LLC, Polo Retail, LLC, and Polo Ralph Lauren Corporation*, San Francisco County Superior Court Case No. CGC 06-449963;
- v. *Davenport v. Union Bank of California, N.A. and Unionbanc Investment Services LLC*, United States District Court, Central District of California, Case No. 2:07-cv-00001 FMC (VBKx);
- w. *Jacobs v. Les Schwab Tire Centers of California, Inc., et al.*, San Francisco County Superior Court Case No. CGC 08-478372;
- x. *Daniel Arias v. Praxair Distribution, Inc., et al.*, San Francisco County Case No. CGC 08-474506;
- y. *Flores, et al. v. Zale Delaware, Inc.*, United States District Court, Northern District of California, Case No. 07-cv-00539 TEH;
- z. *Payan et al. v. MetroPCS, Inc.*, San Francisco County Superior Court Case No. CGC 08-476703;

- 1 aa. *Njoku v. Ecko Direct, LLC*, San Francisco County Superior Court Case
2 No. CGC 07-469480;
- 3 bb. *Wiggins v. Cingular Wireless Employee Services, LLC*, San Francisco
4 County Superior Court Case No. CGC 08-477763;
- 5 cc. *Lee v. Marshalls of CA LLC*, Alameda County Superior Court Case No.
6 RG 07-337021;
- 7 dd. *Flores v. Cintas Corporation No. 2, Inc.*, Los Angeles County Superior
8 Court Case No. BC400422;
- 9 ee. *Drew v. HCR Manor Care Medical Services of Florida, LLC, et al.*, San
10 Francisco County Superior Court Case No. CGC 09-490181;
- 11 ff. *Ireland, et al. v. National Distribution Centers, L.P., et al.*, San Francisco
12 County Superior Court Case No. CGC 09-493709;
- 13 gg. *Lim-Hui v. Carter's Retail, Inc.*, San Francisco County Superior Court
14 Case No: CGC 09-484456;
- 15 hh. *Sefton v. OshKosh B'Gosh, Inc.*, San Francisco County Superior Court
16 Case No. CGC 09-484496;
- 17 ii. *Murphy v. Check n' Go of California, Inc.*, San Francisco County
18 Superior Court Case No. CGC 06-449394;
- 19 jj. *Wireless Advocates Wage and Hour Cases*, Los Angeles County Superior
20 Court Case No. JCCP 4600;
- 21 kk. *Matrix Service Wage and Hour Cases*, Alameda County Superior Court
22 Case No. JCCP 4610;
- 23 ll. *Sullivan v. Kelly Services, Inc.*, United States District Court, Northern
24 District of California Case No. 08-cv-3893 CW;
- 25 mm. *Strickland, et al. v. Timec Company, Inc., et al.*, San Francisco County
26 Superior Court Case No. CGC 10-501832;
- 27 nn. *Davis and Duke v. Plant Performance Services LLC, et al.*, Alameda
28 County Case No. RG 10-501301;
- oo. *Jordan v. Directory Distributing Associates, Inc.*, San Francisco County
 Superior Court Case No. CGC 10-500633;
- pp. *Martin v. Total Safety U.S., Inc.*, Alameda County Case No. RG 10-
 533750;
- qq. *Placer Title Company Wage and Hour Cases*, Sacramento County
 Superior Court Case No. JCCP 4567;
- rr. *Martin, et al. v. Starcon International, Inc.*, Contra Costa County
 Superior Court Case No. MSC10-01071;
- ss. *Meyer v. Irwin Industries, Inc.*, ADRS Case No. 11-3844-RAH;

- 1 tt. *Lazarin, et al. v. Total Western, Inc.*, JAMS Case No. 1100067385;
- 2 uu. *Potter v. Zale Delaware, Inc.*, Alameda County Superior Court Case No.
- 3 RG 10-548469;
- 4 vv. *Canales, et al. v. Electrical & Instrumentation Unlimited of California,*
- 5 *Inc.*, Kern County Superior Court Case No. S-1500-CV-271947 WDP;
- 6 ww. *Schechter and Porter v. ISYS Solutions, Inc.*, Alameda County Superior
- 7 Court Case No. RG 10-550517;
- 8 xx. *Gomez v. Pizza Hut of Southeast Kansas, Inc.*, San Bernardino County
- 9 Superior Court Case No. CIVVS900679;
- 10 yy. *Hernandez v. Bodell Construction Company*, Alameda County Superior
- 11 Court Case No. RG12-624600;
- 12 zz. *Gilliam v. Matrix Energy Services, Inc.*, Alameda County Superior Court
- 13 Case No. RG11-592345;
- 14 aaa. *Tate v. Wyatt Field Services Co.*, Alameda County Superior Court Case
- 15 No. RG 10-522846;
- 16 bbb. *Becerra, et al. v. RadioShack Corporation*, United States District Court,
- 17 Northern District of California, Case No. C-11-cv-03586 YGR;
- 18 ccc. *Vasquez, et al. v. Turnaround Welding Services, Inc.*, Contra Costa
- 19 County Superior Court Case No. MSC12-00340;
- 20 ddd. *Betten and Lafa v. Diamond Wireless, LLC*, United States District Court,
- 21 Central District of California, Case No. 2:13-cv-02885 CBM;
- 22 eee. *Martin v. AltairStrickland LLC*, Alameda County Superior Court Case
- 23 No. RG11 575618;
- 24 fff. *Miller v. Southwest Airlines Co.*, United States District Court, Northern
- 25 District of California, Case No. C-12-cv-5978-CRB;
- 26 ggg. *Nguyen v. Equilon Enterprises LLC*, United States District Court,
- 27 Northern District of California, Case No. 4:12-cv-04650-YGR;
- 28 hhh. *Saunders v. StubHub Inc.*, San Francisco County Superior Court Case
- No. CGC-12-517707;
- iii. *Oregel v. PacPizza, LLC*, Contra Costa County Superior Court Case No.
- MSC12-01454;
- jjj. *Torres, et al. v. San Joaquin Community Hospital*, JAMS Case No.
- 1220043288;
- kkk. *Hulsey v. San Joaquin Community Hospital*, JAMS Case No.
- 1210030884;

- 1 lll. *DeLeon, et al. v. NCR Corp.*, San Bernardino County Superior Court
2 Case No. CIVDS1403274;
- 3 mmm. *Springer, et al. v. Stanford Hospital and Clinics, et al.*, Los Angeles
4 County Superior Court Case No. BC470522;
- 5 nnn. *Ginn, et al. v. Certified Safety, Specialists LLC et al.*, Contra Costa
6 County Superior Court Case No. C11-0969;
- 7 ooo. *Clothier v. SPAR Marketing Services, Inc.*, Alameda County Superior
8 Court Case No. RG12-639317;
- 9 ppp. *St. Joseph Health System Medical Information Cases*, Orange County
10 Superior Court JCCP Case No. 4716;
- 11 qqq. *Everhart and Everhart v. Advantage Sales & Marketing, LLC*, Alameda
12 County Superior Court Case No. RG14-712100;
- 13 rrr. *Miller v. Hitachi America, Ltd.*, San Mateo County Superior Court Case
14 No. CIV 526430;
- 15 sss. *Johnson and Storey v. Mobility Plus Transportation LLC, et al.*, San
16 Francisco County Superior Court Case No. CGC-13-532872;
- 17 ttt. *Tripp and Solberg v. Crossmark, Inc., et al.*, United States District Court,
18 Northern District of California, Case No. 3:12-cv-04818-NC.
- 19 uuu. *McCabe, et al. v. Six Continents Hotels, Inc.*, United States District
20 Court, Northern District of California, Case No. 12-cv-04818-NC;
- 21 vvv. *Wheelock v. Hyundai*, Orange County Superior Court, Case No: 30-
22 2011-00522293-CU-BT-CJC;
- 23 www. *Roberts v. Wyndham Hotel and Resorts LLC, et al.*, United States District
24 Court, Northern District of California, Case No. 5:12-cv-05083-PSG;
- 25 xxx. *Castillo, et al. v. Seagate Technology LLC*, United States District Court,
26 Northern District of California Case No. 3:16-cv-01958-RS;
- 27 yyy. *Halkola v. Fisher, Sand & Gravel Co.*, Alameda County Superior Court,
28 Case No. RG17844100;
- zzz. *Ashlock, et al. v. Sunrun, Inc., et al.* San Francisco County Superior
 Court CGC-17-557027;
- aaaa. *Spitzer v. FRHI Hotels and Resorts (Canada) Inc.*, San Bernardino
 County Superior Court Case No. CIVDS1712220;
- bbbb. *Matthews v. eHealthinsurance Services, Inc.*, Santa Clara County
 Superior Court Case No. 17CV305656;

- cccc. *Crowley, et al. v. Central Transport LLC*, San Bernardino Case No. CIVDS1604546;
- dddd. *Alfinito v. Loop Transportation*, San Francisco County Superior Court Case No. CGC-17-556677;
- eeee. *Rabanal v. P.F. Chang's China Bistro, et al*, Alameda County Case No. RG17851208;
- ffff. *Kindt and Pappas v. Aerovias de Mexico, S.A. de C.V., et al*, San Bernardino County Case No. CIVDS1809416;
- gggg. *Duke v. Jacobs Engineering Group Inc., et al.*, San Bernardino Superior Court Case No. CIVDS1703459;
- hhhh. *O'Leary v. Youngevity International, Inc.*, San Diego County Superior Court Case No. 37-2017-00045550-CU-BT-CTL;
- iiii. *Kindt v. Concesionaria Vuela Compañía de Aviación S.A.P.I. de C.V., et al.*, Napa County Superior Court Case No. 19CV000373;
- jjjj. *Docker v. Accor Management US Inc.*, San Joaquin County Superior Court Case No. STK-CV-UBT-2019-0000147;
- kkkk. *Clothier v Spar Group, Inc.*, Alameda County Superior Court Case No. RG18926494;
- llll. *Pennywell-Foster v. IMKO Workforce Solutions, et al.*, Sacramento County Superior Court Case No. 34-2019-00252683;
- mmmm. *Stohs, et al. v. Samsonite Company Stores, LLC*, Alameda County Superior Court Case No. RG19001392;
- nnnn. *Casarez v. Chemtrade West US LLC*, Alameda County Superior Court Case No. RG19008007;
- oooo. *Butler v. Apple Inc.*, Santa Clara County Superior Court Case No. 1-14-cv-262989;
- pppp. *Gomez v. Pinnacle Workforce Logistics*, San Bernardino County Superior Court Case No. CIVDS1804163;
- qqqq. *Vilitchai, et al. v. Ametek Programmable Power, Inc.*, San Diego County Superior Court Case No. 37-2015-00025968-CU-OE-CTL;
- rrrr. *Madrid, et al. v. Golden Valley Health Centers*, Merced County Superior Court Case. No. 20Cv-01484;
- ssss. *Curtis v. Aegis Treatment Centers, LLC*, Shasta County Superior Court Case No. 193712;
- tttt. *Vallimont v. Westat, Inc.*, Sacramento County Superior Court Case No. 34-2019-00264440-CU-OE-GDS;

- uuuu. *Millay v. Napaidence OPCO, LLC*, Napa County Superior Court Case No. 19CV001903;
- vvvv. *Gutierrez v. Brand Energy of California, Inc.*, Alameda County Superior Court Case No. RG17846239;
- www. *Harrington v. Forbes Security, Inc.*, San Francisco County Superior Court Case No. CGC-20-584155;
- xxxx. *Sica and Ellis v. Construction & Turnaround Services, L.L.C.*, United States District Court, Northern District of California Case No. 4:21-cv-0188-JSW;
- yyyy. *Clark-Alonso v. Southwest Airlines Co.*, Merced County Superior Court Case No. 21 CV-02475;
- zzzz. *Zuckerbraun v. Flour Maintenance Serv., Inc.*, Alameda County Superior Court Case No. RG20054385;
- aaaa. *Sica v Madison Industrial Serv. Team, Ltd Partnership*, United States District Court, Northern District of California Case No. 4:20-cv-08347-KAW;
- bbbbb. *Hernandez v. Chino Commercial Bank*, San Bernardino County Superior Court Case No. CIVDS1922849;
- cccc. *Espinoza, et al. v. Dedicated Bldg. Serv. LLC*, Los Angeles County Superior Court Case No. 20STCV03569;
- ddddd. *Ellis, et al. v. Harder Mechanical Contractors, Inc.*, United States District Court, Northern District of California Case No. 4:21-cv-00844-JSW;
- eeee. *Macomber v. Dermalogica, LLC*, San Diego County Superior Court Case No: 37-2020-00020451- CU-BT-CTL; and
- ffff. *Harrington, et al. v. Creative Security Company*, Alameda County Superior Court Case No. RG21095377.

Factual and Procedural Background:

5. A true and correct copy of the Settlement Agreement and Release of Claims (“Settlement Agreement”) entered into by Plaintiffs and SOCAL FOOD GROUP, LP, d/b/a Del Taco (“Defendant”) is attached hereto as **Exhibit 3**. The Settlement Agreement is discussed below.

6. On February 19, 2021, pursuant to § 2699.3's exhaustion requirements, Plaintiffs gave written notice of their PAGA claims to the LWDA and Defendant by certified mail. A true and correct copy of the Plaintiffs' February 19, 2021 notice letter is attached hereto as **Exhibit 1**.

7. On April 27, 2021 – after the LWDA declined to take action within the statutory time period – Plaintiffs filed the operative Complaint on behalf of themselves and all other aggrieved employees asserting multiple PAGA-based claims, including violations of Labor Code §§ 201, 202, 203, 204, 218.6, 226, 226(a), (e), 226.3, 226.7, 510, 512, 512(a) 515(a), 558, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2802, and related sections of Wage Order 5. The Complaint seeks Labor Code § 2699(f) penalties and attorneys' fees and costs as allowed by Labor Code § 2699(g)(1) and C.C.P. § 1021.5. A true and correct copy of the operative Complaint is attached hereto as **Exhibit 2**.

8. Defendant has vigorously denied all of the allegations in their entirety. To date, no court has made any findings that Defendant engaged in any wrongdoing or in any wrongful conduct or otherwise acted improperly or in violation of any state law, rule or regulation, with respect to the issues presented in the litigation.

Plaintiffs' Counsel's work litigating and settling this action:

9. Prior to filing this action, I and other attorneys at my firm expended time and effort in investigating, researching and preparing this case for litigation. My firm investigated and researched the named Plaintiffs' potential Labor Code claims, both in the individual context and as representative claims. My firm drafted and sent the Plaintiffs' PAGA notice letter. *See* Exhibit 1. My firm drafted the Complaint and, after the LWDA declined to take action within the statutory time period, filed the Complaint.

10. After Plaintiffs served formal discovery, Plaintiffs' Counsel engaged in discussions with counsel for Defendant regarding potential early settlement and agreed to proceed to mediation after an informal exchange of relevant information. As part of the mediation process, Defendant agreed to produce relevant information and documents regarding its pay, meal and rest break, wage statement, and expense reimbursement policies and practices and other topics related to this action. Plaintiffs' Counsel obtained and reviewed the information and documents

1 produced, including Plaintiffs' employee files and policy documents relating to the employment
2 of Plaintiffs and other Aggrieved Employees.

3 11. As noted, in preparation for the mediation, my firm reviewed and analyzed the
4 relevant documents and information that Defendant provided. The information produced enabled
5 us to assess the size of the aggrieved employee group, the number of pay periods at issue, and the
6 strength of their claims. The information provided showed that there were approximately 672
7 Aggrieved Employees who worked approximately 13,200 pay periods during the PAGA Period.

8 12. Armed with sufficient information and data, the Parties were able to engage in
9 informed negotiations of possible settlement alternatives and were able to reach a resolution of
10 their dispute. On October 5, 2022 the Parties participated in a formal mediation session with
11 mediator Eve Wagner, Esq. Robert Spencer and I participated in the mediation session. Our
12 experience in litigating similar representative PAGA actions based on wage and hour claims, the
13 degree of investigation my firm conducted, and the amount of data obtained from Defendant
14 made it possible for us to determine the potential value and evaluate the strength of the PAGA
15 claims when negotiating the settlement. The arm's-length, mediated negotiations resulted in the
16 Parties reaching an agreement to settle the entire action, subject to the Court's approval.

17 13. Following the mediation, the Parties engaged in extensive negotiations over the
18 terms of the Settlement Agreement. With additional assistance from the mediator, the Settlement
19 Agreement and its exhibits were finalized and executed. All of the terms of the Parties'
20 settlement are set forth in the Settlement Agreement. See **Exhibit 3**.

21 **Plaintiffs' Counsel's Assessment of the Fairness of the Settlement:**

22 14. Based on my years of experience and my own independent investigation and
23 evaluation, I am of the opinion that settlement for the consideration and on the terms set forth in
24 the Settlement Agreement is fair, reasonable, and adequate and it is in the best interests of the
25 LWDA and the Aggrieved Employees in light of all known facts and circumstances and the
26 expenses and risks inherent in litigation. Moreover, I am familiar with many class and PAGA
27 representative action settlements and have a strong understanding of the trends in the value of
28 settlements. I also have personally settled multiple complex employment cases involving meal

1 and rest break practices, among other Labor Code violations. Based on that knowledge, I am of
2 the opinion the settlement is fair, reasonable and adequate and is in the best interests of the
3 Aggrieved Employees and the LWDA.

4 15. The Settlement achieves a substantial benefit for the LWDA and the 672
5 Aggrieved Employees. The Settlement Agreement provides that, to settle this matter, Defendant
6 will pay \$330,000 (the "Settlement Sum"). The estimated Net Settlement Amount of \$179,000
7 available for the payment of PAGA penalties is calculated by deducting \$110,000 for Plaintiffs'
8 Counsel's fees, \$20,000 in estimated actual costs, \$14,000 for service award payments to
9 Plaintiffs, and administration costs of up to \$7,000 from the \$330,000 Settlement Sum.

10 16. As required by Labor Code § 2699(i), 75% of the Net Settlement Amount
11 (\$134,250) will be paid to the LWDA and 25% (\$44,750) will be paid to the Aggrieved
12 Employees.

13 17. The \$44,750 to be divided amongst the Aggrieved Employees will be distributed
14 according to the formula set forth in the Settlement Agreement, which is described here.
15 Plaintiffs and each Aggrieved Employee shall receive a portion of the Aggrieved Employee Net
16 Settlement Amount on a pro-rata basis by multiplying the Aggrieved Employee Net Settlement
17 Amount by the ratio of (i) the number of pay periods worked by each individual Aggrieved
18 Employee during the PAGA Period to (ii) the total number of pay periods worked by all
19 Aggrieved Employees during the PAGA Period. No benefit, including but not limited to 401(k)
20 contributions, shall increase or accrue as a result of any payment made as a result of this
21 settlement.

22 18. Based on the formula set forth in the Settlement Agreement, members of the
23 Aggrieved Employees will receive, on average, approximately \$66.59 each ($\$44,750/672 =$
24 $\$66.59$).

25 19. This is a significant recovery, not only because further litigation may have resulted
26 in a net-zero recovery based on Defendant's asserted defenses, but because the amount that
27 Plaintiffs have secured is significant in light of PAGA's limitations. Defendant has raised what
28 it considers to be substantial defenses to Plaintiffs' claims, including, for example, that it had

1 policies requiring that employees take all meal and rest breaks to which they are entitled. Also,
2 Defendant has argued that, even if Plaintiffs succeed, it will be able to convince the court to
3 reduce the amount of PAGA penalties awarded, which Plaintiffs recognize is a substantial risk.
4 Labor Code § 2699(e)(2) provides that the court sets the amount of PAGA penalties after trial.
5 In setting the penalties to be assessed, courts have wide latitude.¹ The following are examples of
6 cases where courts awarded substantially reduced PAGA penalties:

- 7 • *Fleming v Covidien, Inc.*, No. ED CV10-01487 RGK (OPx), 2011 U.S. Dist.
8 LEXIS 154590, at *8-9 (C.D. Cal. Aug. 12, 2011) (of \$2,800,000 PAGA
9 penalties requested, the court awarded \$500,000);
- 10 • *Thurman v Bayshore Transit Mgmt., Inc.*, 203 Cal.App.4th 1112, 1119, 1135
11 (2012), *disapproved on other grounds* in *ZB, N.A. v Superior Court*, 8 Cal. 5th
12 175, 196 n.8 (2019) (of \$512,000 PAGA penalties requested, the court
13 awarded \$358,588);
- 14 • *Guifi Li v A Perfect Day Franchise, Inc.*, No. 5:10-CV-01189-LHK, 2012
15 U.S. Dist. LEXIS 83677, at *51-52 (N.D. Cal. June 15, 2012) (of \$3,334,942
16 PAGA penalties requested, the court ordered a \$2,764,896 default judgment
17 after jury dismissed);
- 18 • *Elder v Schwan Food Co.*, No. B238876, 2013 Cal. App. Unpub. LEXIS
19 1472, at *7, 11, 19 (Feb. 27, 2013) (the court affirmed a reduced award of
20 \$2,500 individual PAGA civil penalty);
- 21 • *Aguirre v Genesis Logistics*, No. SACV 12-00687-JVS (ANx), 2013 U.S.
22 Dist. LEXIS 189820, at *6-7 (C.D. Cal. Dec. 30, 2013) (of \$1,800,000 PAGA
23 penalties requested, the court awarded \$500,000);
- 24 • *Halevi v Aroma Bakery Café, Inc.*, Los Angeles County Superior Court No.
25 468146 (Aug. 30, 2013) (the court declined to award PAGA penalties after
26 trial awarding wages to class on basis that action was not prompted by
27 availability of PAGA penalties, penalties were not necessary to remedy
28 ongoing or future violations, because corporate defendants corrected
violations and were no longer in business, inequity would result from
awarding penalties only to employees who opted out of class, and plaintiffs
did not offer evidence establishing imposition of penalties on individual
defendants would not be confiscatory);
- *Makabi v Gedalia*, No. B261005, 2016 Cal. App. Unpub. LEXIS 1489, at *6-
7 (Mar. 2, 2016) (noting that the trial court found in favor of plaintiffs on

¹ See e.g., *Magadia v. Wal-Mart Assocs.* (N.D. Cal. 2019) 384 F. Supp. 3d 1058, 1100, 1104 (finding that, under Labor Code § 2699(e)(2), “the Court has broad discretion to award PAGA penalties as the Court sees fit” and reducing the PAGA penalty award significantly from the maximum penalties possible).

Labor Code violation claims, but declined to award any PAGA penalties);

- *Arnold v San Diego Second Chance Program*, San Diego County Superior Court No. 37-2016-00018375 (Dec. 18, 2017) (no PAGA penalties awarded);
- *Felczer v Apple Inc.*, San Diego County Superior Court No. 37-2011-00102593 (Sept. 13, 2017) (no PAGA penalties awarded);
- *Morales v Peck Jeep Eagle, Inc.* (San Diego County Superior Court No. 37-2012-00103823, Oct. 24, 2016) (PAGA penalties of \$80,400.00 awarded);
- *Allen v American Multi-Cinema*, Alameda County Superior Court No. RG11585502 (July 24, 2016) (no PAGA penalties awarded);
- *Atempa v Pama*, San Diego County Superior Court (July 31, 2015) (of PAGA penalties of \$456,133 sought, the court awarded \$197,434.00);
- *Banford v American Gen. Life*, Santa Barbara County Superior Court No. CIV-DS1017566 (Feb. 24, 2015) (PAGA penalties of \$99,000.00 assessed);
- *Parr v GoldenState*, Alameda County Superior Court No. RG12-618103 (July 10, 2014) (PAGA penalties of \$325,835.00 assessed);
- *Driscoll v Granite Rock*, Santa Clara County Superior Court No. 1-08-cv-103426 (Sept. 20, 2011) (the court declined to award PAGA penalties);
- *In re Taco Bell Wage and Hour Actions*, (E.D. Cal. Apr. 8, 2016) No. 1:07-cv-01314-SAB, 2016 U.S. Dist. LEXIS 48557, at *41 (the court declined to award PAGA penalties after trial);
- *Morales v Bridgestone Retail Operations LLC*, Orange County Superior Court No. 30-2017-00900244 (Aug. 2, 2018) (of \$7 million PAGA penalties requested, the court awarded \$425,000);
- *Carrington v Starbucks Corp.* (2018) 30 Cal.App.5th 504, 517, 529 (of \$75 million in penalties sought, the court affirmed the trial court's \$150,000 PAGA penalty award based on 30,000 violations, which reduced the penalty rate to \$5 per violation); and
- *Magadia v Wal-Mart Assocs.* (N.D. Cal. 2019 384 F. Supp. 3d 1058, 1073, 1080, 1101, 1103-04, 1111) (the court awarded \$53,901,700 in total PAGA penalties, including \$48,046,000 of \$131,427,750 penalties sought for Labor Code §226(a)(9) wage statement violations; \$5,785,700 of \$28,928,500 sought for Labor Code § 226(a)(6) final pay statement violations; and \$70,000 of requested \$821,400 for Labor Code § 226.7 missed meal period violations; also decertifying meal period regular rate claim class).

20. The Parties selected Phoenix Settlement Administrators to serve as Settlement Administrator. Phoenix has estimated that the cost to provide all administrative functions necessary for the distribution of the Settlement Amount will not exceed \$7,000.

21. The Settlement Agreement provides that the Settlement Administrator will mail

1 the Aggrieved Employees their individual Aggrieved Employee Settlement Share checks. The
2 Settlement Administrator will include the Notice of PAGA Settlement with the Aggrieved
3 Employee Settlement Share check, notifying Aggrieved Employees about the settlement. *See*
4 Exhibit 3 (the Notice of PAGA Settlement is exhibit A to the Settlement Agreement).

5 22. I am of the opinion that the Settlement and its distribution of a \$134,250 payment
6 to the LWDA and an average payment of \$66.59 to each Aggrieved Employee is fair,
7 reasonable, and adequate, given the inherent risk of continued litigation and the costs of pursuing
8 such litigation.

9 23. The fairness of the settlement is further demonstrated by the uncertainty and risks
10 to Plaintiffs involved both in not prevailing on one or more PAGA causes of action or theories
11 alleged in the Complaint. Defendant adamantly disputes Plaintiffs' ability to prove that its
12 practices regarding minimum wage and overtime pay, meal periods and rest breaks, wage
13 statements and expense reimbursement violated the Labor Code. Defendant maintained
14 numerous defenses to Plaintiffs' theories of PAGA liability, which, if successful, had the
15 potential to completely eliminate recovery. Moreover, Defendant maintained that, even if the
16 Court did award penalties, the Court could substantially reduce the penalties awarded based on
17 the discretionary factors contained in Labor Code § 2699(e)(2).

18 **Plaintiffs' Service Awards/General Release Payments:**

19 24. It is appropriate to recognize the contributions of the Plaintiffs in prosecuting this
20 litigation. I am of the opinion that it is fair and reasonable that Plaintiffs Milar and Rodriguez
21 each receive a \$7,500 service award/general release payment. Plaintiffs Milar and Rodriguez
22 were essential elements in the successful prosecution and ultimate settlement of this case and
23 were always available to provide their input on the litigation, provide evidence and other
24 information important to the prosecution.

25 25. The proposed service award/general release payment is fair given the general
26 release each is providing along with the amount of time and effort the named Plaintiffs spent
27 assisting in the prosecution of this case and the personal hardship and pressure faced as a result
28 of filing this lawsuit against their former employer. If the Court approves the settlement,

1 Plaintiffs' work bringing this representative PAGA action will result in substantial monetary
2 benefits for the LWDA and members of the Aggrieved Employees. The named Plaintiffs have
3 provided a declaration outlining their efforts on behalf of the Aggrieved Employees and the
4 LWDA.

5 **Plaintiffs' Counsel's Fee and Costs Request:**

6 26. Labor Code § 2699(g)(1) provides for reasonable attorneys' fees and costs in a
7 PAGA action. Plaintiffs' Counsel is seeking a total award of fees of \$110,000 and costs of
8 \$12,010.68 from the Settlement Sum that Defendant is required to pay to settle this action. The
9 amount sought is reasonable because it is within the range for fee awards in similar wage and
10 hour-related settlements and in light of the risks Plaintiffs' Counsel undertook in accepting
11 this case given its contingent nature, the quality of the representation we provided to the
12 Aggrieved Employees, the results achieved, and the preclusion of other employment, as
13 discussed below.

14 27. The fee request also is supported by a lodestar cross-check.

15 28. Through March 15, 2023, attorneys at Keller Grover LLP have spent a total of
16 164.70 hours litigating this case engaged in the litigation activities discussed above, along with
17 other necessary tasks required to litigate this representative PAGA action based on several types
18 of Labor Code violations. Plaintiffs' Counsel expects to spend at least another 10 hours
19 finalizing this motion, attending the approval hearing, and dealing with settlement administration
20 issues. A bullet-point summary of some of the necessary tasks engaged in by Keller Grover LLP
21 is below:

- 22 • Researched potential claims and the appropriate defendant entities.
- 23 • Researched and drafted the LWDA exhaustion letter.
- 24 • Prepared and filed the operative Complaint.
- 25 • Drafted and served written discovery.
- 26 • Prepared a detailed mediation information request.
- 27 • Engaged in a meet and confer with Defendant concerning the materials to be
- 28 provided pre-mediation.

- Prepared a mediation brief and related materials.
- Reviewed materials provided by Defendant in connection with the mediation.
- Engaged in substantial mediation preparation.
- Attended one mediation session.
- Engaged with Defense Counsel in detailed discussions regarding the terms of the Settlement Agreement and related exhibit.
- Drafted the approval motion.

29. The following chart summarizes the hours expended by Plaintiffs' Counsel at Keller Grover LLP in connection with this litigation through March 15, 2023:

NAME	POSITION	BAR ADMISSION	RATE	HOURS ²	BILLING
Eric A. Grover	Partner	1988	\$950	31.70	\$30,115.00
Elizabeth Acevedo	Sr. Associate	2003	\$675	19.50	\$13,162.50
Robert Spencer	Sr. Associate	2005	\$675	113.50	\$76,612.50
<u>Total Lodestar:</u>					<u>\$119,980.00</u>

30. The rates used to calculate our attorneys' fees in this case are our current 2023 rates. My partner and I periodically establish hourly rates for all billable personnel in my firm. We set the rates based on our regular and on-going monitoring of prevailing market rates in the San Francisco Bay Area and other major cities in California for attorneys of comparable skill, experience, and qualifications. In doing so, we obtain information concerning market rates from other attorneys in the area who perform comparable litigation, including the prosecution or defense of complex and/or class action litigation, from conversations with attorneys who are involved in fee litigation, from reviewing fee applications that are submitted in other cases (which report the billing rates of attorneys practicing in other firms), and the orders approving or disapproving them. We set the billing rates for our firm to be consistent with prevailing market

² In an exercise of billing judgment, time entries have been rounded down and other time entries eliminated. Attorney time records are attached hereto as **Exs. 4, 5, 6**.

1 rates in the private sector in the Bay Area and other major California cities for attorneys of
2 comparable skill, qualifications and experience, but not at the higher or most aggressive end of
3 the spectrum despite our belief that our work product and efficiency and general quality of
4 representation is at the upper end of that continuum.

5 31. My reasonable hourly rate for this matter is \$950 per hour. This rate is based on
6 my 30 years of experience and substantial involvement in class actions, including serving as lead
7 or co-lead counsel in scores of employment, consumer, and privacy class and representative
8 actions.

9 32. Elizabeth A. Acevedo, Esq. is a 2003 graduate of the University of Southern
10 California Gould School of Law and, throughout her career, has represented plaintiffs in
11 employment, consumer, privacy and securities class and representative actions. Ms. Acevedo
12 worked at Keller Grover for approximately 12 years through 2019 and continued to work for the
13 firm in an Of Counsel capacity until she recently returned to the firm. Ms. Acevedo's current
14 reasonable hourly rate is \$675.

15 33. Robert W. Spencer, Esq. is a 2005 graduate of the Loyola Law School of Los
16 Angeles. Mr. Spencer has spent his entire career at Keller Grover LLP and specializes in
17 representing plaintiffs in consumer, privacy, and employment class and representative actions.
18 Mr. Spencer's current reasonable hourly rate is \$675.

19 34. Keller Grover's rates are in line with Bay Area attorney rates.

20 35. Recent Northern District case law describing hourly rates by comparable attorneys
21 in similar complex class actions supports that Plaintiffs' Counsel's fee request is within the
22 range of the Bay Area market. *See e.g., Acosta v. Frito-Lay, Inc.* (N.D. Cal. May 14, 2018) No.
23 15-cv-02128-JSC, 2018 U.S. Dist. LEXIS 75998, at *37-39 (finding rates in wage and hour class
24 action between \$330 and \$890 to be reasonable); *Nitsch v. DreamWorks Animation SKG Inc.*
25 (N.D. Cal. June 5, 2017) No. 14-cv-04062-LHK, 2017 U.S. Dist. Lexis 86124, at *32-33
26 (finding rates of lead counsel between \$870 and \$1,200 per hour reasonable and rates between
27 \$275 and \$750 for other counsel to be reasonable); *O'Bannon v. NCAA* (N.D. Cal. July 13, 2015)
28 No. 09-cv-03329-CW (NC), 2015 U.S. Dist. LEXIS 91514, at * 14 (finding similar range of

1 hourly rates in 2015 from \$985 to \$250 for class counsel experienced in complex class actions to
2 be reasonable); *Williams v. SuperShuttle Int'l, Inc.* (N.D. Cal. Feb. 12, 2015) No. 12-CV-06493-
3 WHO, 2015 U.S. Dist. LEXIS 19341, at *5 (finding similar range of hourly rates in 2015 from
4 \$750 to \$325) for class counsel experienced in complex employment class actions to be
5 reasonable).

6 36. The following cases looking at rates between six and nine years ago also support
7 Class Counsel's rates: *Steinfeld v. Discover Fin. Servs.* (N.D. Cal. Mar. 31, 2014) No. C 12-
8 01118 JSW, 2014 U.S. Dist. LEXIS 48540, at **4-5 (finding similar range of hourly rates (from
9 \$725 to \$415) for class counsel experienced in complex consumer class actions to be reasonable
10 and comparable to rates of attorneys doing similar work in the Bay Area community);
11 *Vedachalam v. Tata Consulting Serv. Ltd.* (N.D. Cal. July 18, 2013) No. C 06-0963 CW, 2013
12 U.S. Dist. LEXIS 100796, at *8 (finding similar range of hourly rates (from \$725 to \$425) of
13 class counsel experienced in complex employment and consumer class actions to be reasonable
14 and comparable to rates charged by other attorneys in the field); *Bolton v. U.S. Nursing Corp.*
15 (N.D. Cal. Oct. 18, 2013) No. C 12-4466 LB, 2013 U.S. Dist. LEXIS 150299, at *14-15
16 (approving similar range of hourly rates (from \$725 to \$395) in complex class action); *Greko v.*
17 *Diesel U.S.A., Inc.* (N.D. Cal. Apr. 26, 2013) No. 10-CV-02576 NC, 2013 U.S. Dist. LEXIS
18 60114, at *35 (approving similar range of hourly rates (from \$700 to \$300) for attorneys
19 experienced in employment class action field); *Wren v. RGIS Inventory Specialists* (N.D. Cal.
20 April 01, 2011) 2011 U.S. Dist. LEXIS 38667, at **52-62 (approving similar range of hourly
21 rates (from \$725 to \$250) in complex employment class action, citing the multiple declarations
22 by counsel and other Bay Area plaintiffs' attorneys who affirmed the rates were at market).

23 37. Keller Grover's lodestar through March 15, 2023 is \$119,890.

24 38. Future work will incur approximately \$7,500. Including the anticipated future
25 work, the requested attorneys' fees of \$110,000 represents a negative lodestar on the total
26 anticipated final lodestar of \$127,390. (This does not include any work performed by co-counsel
27 Capstone Law APC.)
28

1 39. Contingent Nature of Case and Risk to Counsel: Plaintiffs' Counsel anticipates
2 that this Court can appreciate that litigating a representative action case against corporate
3 defendants represented by excellent law firms is not appealing to many lawyers, particularly
4 when the Plaintiffs' lawyers will have to finance the litigation. This case was taken on a
5 contingency basis and is not a case undertaken lightly. The risk of advancing costs in this type
6 of litigation can be quite a burden.

7 40. Even with my extensive experience litigating PAGA representative and class
8 action cases, prosecuting these cases still carries a considerable amount of risk. This case
9 involved significant uncertainty and risk in not prevailing on the merits and in having PAGA
10 penalties reduced even if successful on the merits. Defendant disputes Plaintiffs' ability to prove
11 liability for any violations of California Labor Code and obtain an award of PAGA penalties.
12 The Parties therefore faced complicated legal issues concerning liability and appropriate
13 penalties.

14 41. Quality of Representation and Results Achieved: The nature of representative and
15 class action work and the expertise of the attorneys in my firm also justify our hourly rates as
16 well. I and the attorneys who worked on this case have expertise in representing consumers in
17 similar employment-related PAGA and class actions and have provided the Settlement Class
18 with an exceptional quality of representation.

19 42. Because of that experience, we were able to resolve the action efficiently and
20 fairly and obtain significant monetary benefits for the LWDA and Aggrieved Employees, as
21 described above. The success achieved by the settlement supports Plaintiffs' Counsel's fee
22 request.

23 43. Preclusion of Other Work: A practice like ours can only properly litigate a limited
24 number of cases at one time. The requirements of this case were significant. Had we not
25 reached a settlement with Defendant, the demands of litigating this case would have required a
26 significant portion of our resources. Thus, we were precluded from taking other cases due to the
27 demands of this case.

44. Plaintiffs' Counsel is requesting a fee award that equals 33.33% of the total maximum settlement value. This fee award is supported by a lodestar review and applicable case law. My experience in representative and class actions as well as my review of fee awards in similar PAGA actions support my conclusion that the fee request is reasonable and in line with the common practice in this type of case.

Plaintiffs' Counsel's Costs:

45. Keller Grover LLP's costs to date are \$6,866.20 and include mediation fees, filing fees, legal research fees, and FedEx and mailing charges. These costs were reasonably incurred in litigating this matter. Keller Grover LLP expects to incur additional costs of approximately \$300 through the rest of the case for filing fees and service costs. A true and correct copy of an itemized list of costs incurred by Keller Grover to date in this action is attached hereto as **Exhibit 7.**

46. Co-counsel Capstone Law APC has case costs totaling \$4,844.48, as outlined in the Declaration of Raul Perez filed concurrently herewith.

47. Class Counsel is requesting \$12,010.68 in costs, which is less than the maximum amount of costs estimated in the Notice.

48. Thus, Class Counsel is seeking \$110,000 in attorneys' fees and \$12,010.68 in costs, a total of \$122,010.68.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that this Declaration was executed on this 17th day of March 2023 at Palm Desert, California.


ERIC A. GROVER

EXHIBIT 1

KELLER GROVER LLP

1965 MARKET STREET
SAN FRANCISCO, CALIFORNIA 94103
TELEPHONE: (415) 543-1305
FAX: (415) 543-7861

Robert Spencer, Esq.
rspencer@kellergrover.com

February 19, 2021

Via Online Submission Only

California Labor & Workforce
Development Agency
800 Capitol Mall, MIC-55
Sacramento, California 95814

Re: SOCAL FOOD GROUP, LP d/b/a Del Taco

Dear Sir or Madam:

The undersigned represents Ms. Maria Isabel Milar and Ms. Maria Rodriguez, former employees of Socal Food Group, LP, d/b/a Del Taco ("Del Taco"), on behalf of aggrieved employees currently and formerly employed in the State of California by Del Taco. The purpose of this letter is to comply with the statutory exhaustion requirements of Labor Code § 2699.3 before commencing an action under Labor Code §§ 2699, *et seq.* alleging violations of Labor Code §§ 201, 202, 203, 204, 226(a), 226.3, 226.7, 510, 512, 1194, 1194.2, 1197, 1197.1, 1198, 1199 and 2802.

Ms. Milar worked for Del Taco as a non-exempt, hourly Shift Manager from approximately 2018 through July 2020 at Del Taco's location at 1155 B. Street, San Diego, California 92101.

Ms. Rodriguez worked for Del Taco as a non-exempt, hourly Assistant Manager from approximately December 2018 through July 2020 at Del Taco's location at 1155 B. Street, San Diego, California 92101.

Del Taco operates restaurants and has multiple locations throughout California.

Del Taco violated Labor Code §§ 510, 1194, 1194.2, 1197, 1197.1, 1198 and 1199 and IWC Wage Order 5-2001, by failing to pay Ms. Milar, Ms. Rodriguez, and other aggrieved employees the applicable minimum wage and overtime pay for all hours worked. Ms. Milar and Ms. Rodriguez and other aggrieved employees were required to perform both pre-shift and post-shift activities off-the-clock due to understaffing and Del Taco's strict adherence to a labor budget that would not approve overtime pay.

For example, once per week Ms. Milar had to work approximately 15 minutes off-the-clock prior to her shift starting because the previous shift was behind on their tasks. Further, approximately twice per week Ms. Milar had to work 30-45 minutes off-the-clock after her shift ended closing the store or processing food deliveries that had been delivered late.

In the case of Ms. Rodriguez, she had to work one hour prior to her shift approximately three to four times per week in order to prepare the store. This includes cleaning the store and cooking area, preparing food and condiments, conducting inventory, and making sure the registers were balanced. Approximately three to four times per week, Ms. Rodriguez had to spend 10-15 minutes performing unpaid post shift activities completing closing tasks including the taking out the trash and cleaning the restaurant.

On information and belief, other aggrieved employees also had to perform the same or similar tasks off-the-clock both pre- and post-shift.

In addition, Del Taco violated Labor Code §§ 1198 and 1199 and IWC Wage Order 5-2001 by failing to pay Ms. Milar, Ms. Rodriguez and other aggrieved employees reporting time pay. On numerous occasions during their employment, Del Taco sent Ms. Milar and Ms. Rodriguez home after working only two hours on a shift scheduled for eight hours. They were only paid for two hours of work and were not paid reporting time pay. On information and belief, other aggrieved employees also were not paid reporting time pay.

Del Taco violated Labor Code §§ 226.7, 512, 1198 and 1199, and IWC Wage Order 5-2001 by failing to provide Ms. Milar and Ms. Rodriguez and other aggrieved employees with adequate meal periods. Ms. Milar and Ms. Rodriguez missed their meal periods approximately 3-4 times per week as there were only two employees working the entire store. Further, they were not allowed to leave the store for meal breaks on the night shift due to safety concerns of only having one employee in the store at a time. In addition, Ms. Rodriguez worked numerous shifts over 10 hours and did not receive a second meal period. Further, Del Taco did not pay Ms. Milar and Ms. Rodriguez premium pay for these violations. On information and belief, other aggrieved employees also failed to receive timely meal periods of at least 30 minutes in length and did not receive premium pay for meal period violations.

Del Taco violated Labor Code §§ 226.7, 1198 and 1199, and IWC Wage Order 5-2001 by failing to authorize and permit Ms. Milar and Ms. Rodriguez and other aggrieved employees to take adequate rest breaks. Ms. Milar estimates that she only received one rest break per month. Ms. Rodriguez estimates that she only received five rest breaks during the entirety of her employment. Ms. Milar and Ms. Rodriguez did not receive premium pay for any of these rest break violations. Similarly, other aggrieved employees also did not receive their legally required rest breaks and were not paid premium pay for such violations.

Due to the violations described above, Ms. Milar and Ms. Rodriguez and other aggrieved employees did not receive all wages in a timely manner as required by Labor Code § 204. Moreover, those who no longer are employed by Del Taco did not receive all wages due at the time of discharge, a violation of Labor Code §§ 201, 202, and 203. They still are owed unpaid minimum and overtime wages for the unpaid work described above, as well as reporting time pay and premium pay for missed/short meal periods and rest breaks.

Ms. Milar and Ms. Rodriguez and other aggrieved employees received itemized wage statements that failed to comply with Labor Code § 226(a). The wage statements issued to Ms. Milar and Ms. Rodriguez and other aggrieved employees did not show the correct amount of correct gross wages earned and hours worked as they are missing the unpaid minimum and overtime wages as described above. In doing so, Del Taco has violated Labor Code §§ 226(a) and 226.3.

Del Taco violated Labor Code § 2802 by failing to reimburse Ms. Milar, Ms. Rodriguez and other aggrieved employees for their business expenses incurred at Del Taco's direction. Del Taco occasionally had off-site meetings and did not reimburse mileage for travel to and from these meetings. Further, Mr. Rodriguez and Ms. Milar's General Manager would frequently telephone them on their cellular telephones for updates. Ms. Rodriguez was telephoned almost every day for updates and the conversations would last approximately 5-10 minutes. The general manager would text Ms. Milar approximately three times a week to check in on the status of the restaurant. Del Taco did not reimburse Ms. Milar, Ms. Rodriguez, and other aggrieved employees for their business expenses.

Notice to Del Taco of Attempt to Settle this Dispute:

This notice shall represent Ms. Milar's and Ms. Rodriguez's reasonable attempt to settle this dispute with Del Taco prior to litigation. Under *Graham v. DaimlerChrysler Corp.* (2004) 34 Cal. 4th 553, this notice serves to apprise Del Taco of Ms. Milar's and Ms. Rodriguez's mentioned grievances and the proposed remedies as detailed below, while affording Del Taco a reasonable opportunity to meet Ms. Milar's and Ms. Rodriguez's demands.

Demand is hereby made that Del Taco shall agree, in writing received at this office no later than 30 calendar days from the postmark date of this notice, as follows:

1. Del Taco shall comply with all California labor and employment laws and ensure that all non-exempt employees are given required meal periods and rest breaks.
2. Del Taco shall pay Ms. Milar, Ms. Rodriguez, and all other hourly employees employed California at any time during the past 48 months back pay and compensation, reporting time pay, and out-of-pocket business expenses for all of the above-referenced violations.

3. Del Taco shall pay each non-exempt employee one hour of pay for each workday during the liability period on which he or she was not authorized and permitted to take one or more of the meal periods required by Labor Code §§ 226.7, 512, 1198, and 1199 and IWC Wage Order 5-2001, § 11.

4. Del Taco shall pay each non-exempt employee one hour of pay for each workday during the liability period on which he or she was not authorized and permitted to take one or more of the paid rest periods required by Labor Code §§ 226.7, 1198, and 1199 and IWC Wage Order 5-2001, § 12.

5. Del Taco shall pay waiting time penalties equal to 30 days of pay to each former non-exempt employee who was not paid all wages due as described herein.

6. Del Taco shall pay accrued interest to all employees on all sums owed (other than penalties) at the rate of ten percent per annum.

7. Del Taco shall pay Labor Code § 226(e) penalties for each violation of Labor Code § 226(a).

8. Del Taco shall pay the aggrieved employees all penalties arising from the violations of the Labor Code and IWC Wage Order sections referenced above and under PAGA, Labor Code §§ 2698 *et seq.*, including but not limited to penalties under Labor Code §§ 201, 202, 203, 204, 226(a), 226.3, 226.7, 512, 558, 1194, 1194.2, 1197, 1197.1, 1198, 1199 and 2802.

Conclusion:

If you have any questions, please feel free to telephone me at (415) 543-1305. In addition, should Del Taco wish to discuss resolution of the issues raised in this letter, they should direct counsel to contact me at the same telephone number.

Thank you for your attention to this matter.

Sincerely,



ROBERT SPENCER

cc: Socal Food Group, LP
Attn: Legal Dept
Attn: Omar Boukai, Registered Agent for Service of Process
32 Edelman
Irvine, California 92618
Return receipt No: 7018 3090 0000 4429 2739

Del Taco 12853

Robert Spencer

From: noreply@salesforce.com on behalf of LWDA DO NOT REPLY
<lwdadonotreply@dir.ca.gov>
Sent: Friday, February 19, 2021 12:54 PM
To: Robert Spencer
Subject: Thank you for submission of your PAGA Case.

2/19/2021

LWDA Case No. LWDA-CM-822225-21

Law Firm : Keller Grover LLP

Plaintiff Name : Maria Isabel Milar, Maria Rodriguez

Employer: SoCal Food Group, LP d/b/a Del Taco Filing Fee : \$75.00 IFP Claimed : No

Item submitted: Initial PAGA Notice

Thank you for your submission to the Labor and Workforce Development Agency. Please make a note of the LWDA Case No. above as you may need this number for future reference when filing any subsequent documents for this Case.

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm

EXHIBIT 2

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Attorneys for Plaintiffs
MARIA MILAR & MARIA RODRIGUEZ

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

MARIA MILAR and MARIA RODRIGUEZ,
as “aggrieved employees” and on behalf of
“aggrieved employees” under the California
Labor Code Private Attorneys General Act,

Plaintiff,

v.

SOCAL FOOD GROUP, LP d/b/a DEL TACO;
and DOES 1 through 10, inclusive,
Defendants.

ELECTRONICALLY FILED
Superior Court of California,
County of San Diego

04/27/2021 at 11:11:04 AM

Clerk of the Superior Court
By Keira McCray, Deputy Clerk

Case No: 37-2021-00018665-CU-OE-CTL

REPRESENTATIVE ACTION

**REPRESENTATIVE ACTION
COMPLAINT FOR:**

- 1. PENALTIES**
- 4. RECOVERY OF UNPAID WAGES; and**
- 5. ATTORNEYS’ FEES.**

1 Plaintiffs MARIA MILAR and MARIA RODRIGUEZ (collectively “Plaintiffs”), on
2 behalf of themselves and all other aggrieved employees, complain against Defendant SOCAL
3 FOOD GROUP, LP d/b/a DEL TACO and Does 1 through 10 (all referred to collectively as
4 “SOCAL FOOD GROUP” or “Defendants”) as follows:

5 **I. JURISDICTION AND VENUE**

6 1. This Court has subject matter jurisdiction over Plaintiffs’ claims, based on, among
7 other statutes, Labor Code §§ Labor Code §§ 201-203, 204, 226(a), 226.3, 226.7, 510, 512,
8 515(a), 1194, 1194.2, 1197, 1197.1, 1198, 1199, and 2802. Plaintiffs have complied with all
9 requirements set forth in Labor Code § 2699.3 necessary to commence a civil action seeking
10 Labor Code § 2699 penalties.

11 2. This Court has personal jurisdiction over the parties because Plaintiffs are each
12 California residents who worked in California for Defendants and Defendants have systematically
13 and continuously conducted business in the State of California., including in this County.

14 3. Venue is proper in this Court because California Code of Civil Procedure § 395.5
15 because: (a) Plaintiffs performed part of their duties in San Diego County, (b) part of the of the
16 obligations of the parties arises in San Diego County, (c) part of Defendants’ liability arises in
17 San Diego County, and (d) breaches by Defendants occurred in connection with work performed
18 partly in San Diego County.

19 **II. PARTIES AND BACKGROUND**

20 4. Plaintiff MARIA MILAR is a California resident. Plaintiff MILAR worked for
21 SOCAL FOOD GROUP as a non-exempt, hourly Shift Manager from approximately 2018
22 through July 2020 at SOCAL FOOD GROUP’s Del Taco location at 1155 B Street, San Diego,
23 California 92101.

24 5. Plaintiff MARIA RODRIGUEZ is a California resident. Plaintiff RODRIGUEZ
25 worked for SOCAL FOOD GROUP as a non-exempt, hourly Shift Manager from approximately
26 December 2018 through July 2020 at SOCAL FOOD GROUP’s Del Taco location at 1155 B
27 Street, San Diego, California 92101.
28

6. Defendant SOCAL FOOD GROUP, INC. d/b/a Del Taco is a California limited partnership doing business throughout California, and is a “person” as defined by Labor Code § 18 and California Business and Professions Code § 17201. In addition, it is an “employer” as that term is used in the Labor Code and in the Industrial Welfare Commission’s (hereinafter referred to as “IWC”) Wage Orders regulating wages, hours, and working conditions.

7. Plaintiffs are ignorant of the true names and capacities of Defendants sued as Does 1 through 10, inclusive, and therefore sues those Defendants by those fictitious names. Plaintiffs will amend this Complaint to allege their true names and capacities when ascertained. Plaintiffs are informed and believe and on that ground allege that each of the fictitiously named Defendants are responsible in some manner for the occurrences alleged and that Plaintiffs’ damages and other losses as alleged are proximately caused by those occurrences.

8. Plaintiffs bring this action on behalf of all aggrieved employees within the meaning of Labor Code §§ 2698, *et seq.* who worked as hourly restaurant employees. Plaintiffs seek all penalties within the applicable limitations period for each violation of: (1) Labor Code §§ 1194, 1194.2, 1197, 1197.1, 1198, 1199 and IWC Wage Order 5-2001 (failure to pay minimum, overtime, and double-time wages); (2) Labor Code §§ 1198, 1199 and IWC Wage Order 5-2001 (failure to pay reporting time pay), (3) Labor Code §§ 226.7, 512(a), 1198, 1199 and IWC Wage Order 5-2001 (missed meal periods), (4) Labor Code §§ 226.7, 1198, 1199 and IWC Wage Order 5-2001 (missed rest periods), (5) Labor Code §§ 226(a) and 226.3 (failure to provide itemized wage statements); (6) Labor Code §§ 201-203 (failure to pay wages upon termination); (7) Labor Code § 204 (failure to pay wages in a timely manner), and (8) Labor Code § 2802 (failure to reimburse business expenses).

III. FACTUAL ALLEGATIONS

9. SOCAL FOOD GROUP operates numerous Del Taco restaurants throughout California.

10. At all relevant times, Plaintiffs were each employed by SOCAL FOOD GROUP as hourly, non-exempt employees in the “Public Housekeeping Industry” as defined by IWC Wage Order 5-2001, § 2(P).

11. SOCAL FOOD GROUP employed a policy and practice of failing to pay Plaintiffs and other aggrieved employees minimum wages and overtime wages for compensable pre-shift and post-shift activities, including, among other things, cleaning the restaurant, conducting inventory, and processing food deliveries that had arrived late. SOCAL FOOD GROUP's failure to pay Plaintiffs and other aggrieved employees minimum wages and overtime pay violates Labor Code §§ 510, 1194, 1194.2, 1197, 1197.1, 1198, 1199 and Wage Order 5-2001. Labor Code § 2699.5 allows PAGA penalties for violations of Labor Code §§ 510, 1194, 1194.2, 1197, 1197.1, 1198 and 1199. Plaintiffs, on behalf of themselves and other aggrieved employees, therefore seek PAGA penalties for Defendants' violations of Labor Code §§ 510, 1194, 1194.2, 1197, 1197.1, 1198 and 1199.

12. SOCAL FOOD GROUP employed a policy and practice of failing to pay Plaintiffs and other aggrieved employees reporting time pay. Plaintiffs were sent home numerous times after working only two hours on a scheduled shift of eight hours and did not receive reporting pay. SOCAL FOOD GROUP's failure to pay reporting time pay violates Labor Code §§ 1198, 1199, and IWC Wage Order 5-2001, § 5.

13. At all times relevant hereto, Labor Code §§ 226.7 and 512 and Wage Order 5-2001, § 11 required employers to provide employees with a first meal period of not less than 30 minutes during which they are relieved of all duty (hereinafter referred to as "duty-free") before working more than five hours, and a second duty-free meal period of not less than 30 minutes before working more than 10 hours per day. As alleged herein, SOCAL FOOD GROUP employed a policy and practice of failing to provide all meal periods to Plaintiffs and other aggrieved employees. Plaintiffs missed their meal periods approximately three to four times per week due to understaffing. Further, SOCAL FOOD GROUP often had only two employees in the entire restaurant and prohibited employees on the night shift from taking meal periods due to safety concerns of having only one employee in the store at a time. An employer cannot require employees to stay onsite during meal or rest breaks. Such a policy is unlawful pursuant to *Augustus v. ABM Security Services, Inc.* (2016) 2 Cal.5th 257. In addition, Plaintiff Rodriguez worked numerous shifts over 10 hours and did not receive a second meal period. Plaintiffs, on

1 behalf of themselves and other aggrieved employees, therefore seek PAGA penalties for
2 Defendants' violations of Labor Code §§ 226.7, 512, 1198 and 1199.

3 14. At all times relevant hereto, Labor Code § 226.7 and Wage Order 5-2001, § 12
4 required employers to permit and authorize a rest period of at least 10 minutes for every four
5 hours of work performed or major fraction thereof. As alleged herein, SOCAL FOOD GROUP
6 employed a policy and practice of failing to permit and authorize rest periods and/or paying rest
7 period premiums to hourly restaurant employees for such rest periods not provided, in violation
8 of the Labor Code and Wage Order 5-2001. Plaintiffs rarely received rest periods. Further, as
9 alleged above, SOCAL FOOD GROUP often had only two employees in the entire restaurant and
10 prohibited employees on the night shift from taking breaks due to safety concerns of having only
11 one employee in the store at a time. An employer cannot require employees to stay onsite during
12 meal or rest breaks. Such a policy is unlawful pursuant to *Augustus v. ABM Security Services,*
13 *Inc.* (2016) 2 Cal.5th 257. Further, Plaintiffs did not receive premium pay for these violations.
14 Plaintiffs, on behalf of themselves and other aggrieved employees, therefore seek PAGA
15 penalties for Defendants' violations of Labor Code §§ 226.7, 1198 and 1199.

16 15. Labor Code § 226 provides that every employer is required, "semimonthly or at
17 the time of each payment of wages," to provide each employee an itemized wage statement,
18 including, *inter alia*, "gross wages earned." Lab. Code § 226(a). SOCAL FOOD GROUP
19 employed a policy and practice of failing to provide complete and accurate itemized wage
20 statements to Plaintiffs and other aggrieved employees as required by Labor Code § 226(a) in that
21 the wage statements provided did not, among other things, display the correct "total hours
22 worked" and "gross wages earned" in violation of Labor Code § 226(a). Through its violation of
23 Labor Code § 226(a), Defendants also violated Labor Code § 226.3

24 16. SOCAL FOOD GROUP employed a policy and practice of failing to pay Plaintiffs
25 and other former aggrieved employees all wages due and owing at the time of discharge or
26 voluntary quit, in violation of Labor Code §§ 201, 202, and 203. Plaintiffs, on behalf of
27 themselves and other former aggrieved employees, therefore seek PAGA penalties for
28 Defendants' violations of Labor Code §§ 201-203.

1 17. SOCAL FOOD GROUP employed a policy and practice of failing to pay Plaintiffs
2 and other aggrieved employees all wages due and owing in a timely manner as required by Labor
3 Code § 204.

4 18. SOCAL FOOD GROUP employed a policy and practice of failing to reimburse
5 Plaintiffs and other aggrieved employees for necessary expenditures and losses as required by
6 Labor Code § 2802. During the course of their employment with SOCAL FOOD GROUP,
7 Plaintiffs and other aggrieved have been required to use their personal vehicles for business
8 purposes for off-site meetings and were not reimbursed for mileage. Further, SOCAL FOOD
9 GROUP required Plaintiffs and other aggrieved employees to utilize their personal cellular
10 telephones for business purposes in order to provide status updates for their restaurants and
11 SOCAL FOOD GROUP did not reimburse them for the cost of their cellular telephone service.

12 **IV. REPRESENTATIVE ACTION**

13 19. Plaintiffs seek to represent all aggrieved employees within the meaning of Labor
14 Code §§ 2698, *et seq.* who are or were employed in the State of California by Defendants as
15 hourly restaurant employees and were not paid any wages, including the minimum wage and
16 overtime, for certain hours worked, in violation of Labor Code Labor Code §§ 510, 1194, 1194.2,
17 1197, 1197.1, 1198 and 1199.

18 20. Plaintiffs seek to represent all aggrieved employees within the meaning of Labor
19 Code §§ 2698, *et seq.* who are or were employed in the State of California by Defendants as
20 hourly employees were not provided all of their required duty-free meal periods, nor paid the
21 required meal period premiums for each meal period not provided in violation of Labor Code §§
22 226.7, 512, 1198 and 1199.

23 21. Plaintiffs seek to represent all aggrieved employees within the meaning of Labor
24 Code §§ 2698, *et seq.* who are or were employed in the State of California by Defendants as
25 hourly restaurant employees and were not provided all of their required rest periods, nor paid the
26 required rest period premiums for each rest period not provided in violation of Labor Code §§
27 226.7, 1198 and 1199.

28 22. Plaintiffs seek to represent all aggrieved employees within the meaning of Labor

Code §§ 2698, *et seq.* who are or were employed in the State of California by Defendants as aggrieved employees and were not provided with accurate, itemized wage statements that listed all applicable hourly rates, total hours worked and gross wages earned, in violation of Labor Code § 226(a).

23. Plaintiffs seek to represent all aggrieved employees within the meaning of Labor Code §§ 2698, *et seq.* who are or were employed in the State of California by Defendants as hourly restaurant employees and were not paid all wages due and owing at the end of their employment relationship as required by Labor Code §§ 201-203.

24. Plaintiffs seek to represent all aggrieved employees within the meaning of Labor Code §§ 2698, *et seq.* who are or were employed in the State of California by Defendants as hourly restaurant employees who were not paid all their wages in a timely manner as required by Labor Code § 204.

25. Plaintiffs seek to represent all aggrieved employees within the meaning of Labor Code §§ 2698, *et seq.* who are or were employed in the State of California by Defendants and who were not fully reimbursed for necessary expenditures and losses as required by Labor Code § 2802.

26. There is a well-defined community of interest in the quests of law and fact affecting the aggrieved employees whom Plaintiffs seek to represent. The aggrieved employees' claims against Defendants involve questions of common or general interest, including, but not limited to, the following: (1) whether SOCAL FOOD GROUP failed to pay aggrieved employees' wages, including minimum wages and overtime, for all hours worked; (2) whether SOCAL FOOD GROUP failed to pay aggrieved employees reporting time pay, (3) whether SOCAL FOOD GROUP failed to provide duty-free meal periods to aggrieved employees; (4) whether SOCAL FOOD GROUP failed to authorize and permit duty-free rest periods to aggrieved employees; (5) whether SOCAL FOOD GROUP failed to provide aggrieved employees with accurate, itemized wage statements that contained applicable hourly rates, total hours worked, and gross wages earned; (6) whether SOCAL FOOD GROUP failed to pay departing aggrieved employees all wages due and owing at time their employment relationship

1 ended; (7) whether SOCAL FOOD GROUP failed to pay aggrieved employees in a timely
2 manner as required by Labor Code § 204; and (8) whether Defendants had a policy and practice
3 of failing to reimburse aggrieved employees for all necessary expenditures and losses incurred in
4 the direct consequence of the discharge of their duties.

5 27. Plaintiffs' claims are typical of the claims of the members of the aggrieved
6 employees whom Plaintiffs seek to represent and their interests are consistent with, and not
7 antagonistic to, those of the other aggrieved employees. Plaintiffs will fairly and adequately
8 represent the interests of the aggrieved employees because Plaintiffs are also aggrieved
9 employees and their claims are typical of those of the aggrieved employees. Plaintiffs have
10 retained attorneys who are experienced in the prosecution of class and representative actions, and
11 Plaintiffs intend to prosecute this action vigorously.

12 28. Common questions of law and fact exist as to all aggrieved employees that
13 predominate over any other questions affecting only individual aggrieved employees.

14 29. Plaintiffs request permission to amend the Complaint to include additional
15 representatives if either Plaintiff is deemed not to be an adequate representative of the aggrieved
16 employees.

17 **V. FIRST CAUSE OF ACTION**

18 **(UNPAID MINIMUM WAGE AND OVERTIME - PAGA)**

19 30. Plaintiffs repeat and reallege each and every paragraph above as though fully set
20 forth herein.

21 31. Labor Code § 2699(f) permits "aggrieved employees" to recover certain penalties
22 on their own behalf and on behalf of other current and former employees.

23 32. Plaintiffs are each an "aggrieved employee" as that term is defined in the Labor
24 Code Private Attorneys General Act of 2004 because they are each a person who was employed
25 by the alleged violator and against whom one or more of the alleged violations were committed.

26 33. Plaintiffs have met all of the Labor Code § 2699.3 requirements to commence a
27 civil action against Defendants for violations of Labor Code §§ 510, 1194, 1194.2, 1197, 1197.1,
28 1198, 1199

34. By the actions alleged herein, Defendants failed to pay Plaintiffs and other aggrieved employees any wages, including minimum wages and overtime pay, for certain hours worked, all in violation of Labor Code §§ 510, 1194, 1194.2, 1197, 1197.1, 1198, and 1199.

35. Therefore, Plaintiffs, for themselves and all current and former aggrieved employees and on behalf of the State of California, demand the penalties provided by Labor Code § 2699(f) for violations of Labor Code §§ 510, 1194, 1194.2, 1197, 1197.1, 1198, and 1199.

36. Plaintiffs further seek reasonable attorneys' fees and costs under Labor Code § 2699(g)(1).

Wherefore, Plaintiffs pray for relief as set forth below.

V. SECOND CAUSE OF ACTION

(UNPAID REPORTING TIME PAY - PAGA)

37. Plaintiffs repeat and realleges each and every paragraph above as though fully set forth herein.

38. Labor Code § 2699(f) permits "aggrieved employees" to recover certain penalties on their own behalf and on behalf of other current and former employees.

39. Plaintiffs are each an "aggrieved employee" as that term is defined in the Labor Code Private Attorneys General Act of 2004 because they are each a person who was employed by the alleged violator and against whom one or more of the alleged violations were committed.

40. Plaintiffs have met all of the Labor Code § 2699.3 requirements to commence a civil action against Defendants for violations of Labor Code §§ 1198 and 1199.

41. By the actions alleged herein, Defendants failed to pay Plaintiffs and other aggrieved employees reporting time pay in violation of Labor Code §§ 1198 and 1199.

42. Therefore, Plaintiffs, for themselves and all current and former aggrieved employees and on behalf of the State of California, demand the penalties provided by Labor Code § 2699(f) for violations of Labor Code §§ 1198 and 1199.

43. Plaintiffs further seek reasonable attorneys' fees and costs under Labor Code § 2699(g)(1).

Wherefore, Plaintiffs pray for relief as set forth below.

VII. THIRD CAUSE OF ACTION

(FAILURE TO PROVIDE OFF-DUTY MEAL PERIODS - PAGA)

44. Plaintiffs repeat and reallege each and every paragraph above as though fully set forth herein.

45. Labor Code § 2699(f) permits “aggrieved employees” to recover certain penalties on their own behalf and on behalf of other current and former employees.

46. Plaintiffs are each an “aggrieved employee” as that term is defined in the Labor Code Private Attorneys General Act of 2004 because they are each is a person who was employed by the alleged violator and against whom one or more of the alleged violations was committed.

47. Plaintiffs have met all of the Labor Code § 2699.3 requirements to commence a civil action against Defendants for violations of Labor Code §§ 226.7, 512, 1198 and 1199.

48. By the actions alleged herein, Defendants failed to provide Plaintiffs and other aggrieved employees to take their required meal periods in violation of Labor Code §§ 226.7, 512, 1198 and 1199.

49. Therefore, Plaintiffs, for themselves and all current and former aggrieved employees and on behalf of the State of California, demand the penalties provided by Labor Code § 2699(f) for violations of Labor Code §§ 226.7, 512, 1198 and 1199.

50. Plaintiffs further seek reasonable attorneys’ fees and costs under Labor Code § 2699(g)(1).

Wherefore, Plaintiffs pray for relief as set forth below.

VIII. FOURTH CAUSE OF ACTION

(FAILURE TO AUTHORIZE AND PERMIT REST PERIODS - PAGA)

51. Plaintiffs repeat and reallege each and every paragraph above as though fully set forth herein.

52. Labor Code § 2699(f) permits “aggrieved employees” to recover certain penalties on their own behalf and on behalf of other current and former employees.

53. Plaintiffs are each an “aggrieved employee” as that term is defined in the Labor Code Private Attorneys General Act of 2004 because they are each a person who was employed

1 by the alleged violator and against whom one or more of the alleged violations was committed.

2 54. Plaintiffs have met all of the Labor Code § 2699.3 requirements to commence a
3 civil action against Defendants for violations of Labor Code §§ 226.7, 1198 and 1199.

4 55. By the actions alleged herein, Defendants failed to authorize and permit aggrieved
5 employees to take their required rest periods in violation of Labor Code §§ 226.7, 1198 and 1199.

6 56. Therefore, Plaintiffs, for themselves and all current and former aggrieved
7 employees and on behalf of the State of California, demand the penalties provided by Labor Code
8 § 2699(f) for violations of Labor Code §§ 226.7, 1198 and 1199.

9 57. Plaintiffs further seek reasonable attorneys' fees and costs under Labor Code §
10 2699(g)(1).

11 Wherefore, Plaintiffs pray for relief as set forth below.

12 **IX. FIFTH CAUSE OF ACTION**

13 **(FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS-PAGA)**

14 58. Plaintiffs repeat and reallege each and every paragraph above as though fully set
15 forth herein.

16 59. Labor Code § 2699(f) permits "aggrieved employees" to recover certain penalties
17 on their own behalf and on behalf of other current and former employees.

18 60. Plaintiffs are each an "aggrieved employee" as that term is defined in the Labor
19 Code Private Attorneys General Act of 2004 because they are each a person who was employed
20 by the alleged violator and against whom one or more of the alleged violations was committed.

21 61. Plaintiffs have met all of the Labor Code § 2699.3 requirements to commence a
22 civil action against Defendants for violations of Labor Code § 226(a).

23 62. By the actions alleged herein, Defendants have failed to comply with Labor Code
24 § 226(a) as it relates to Plaintiff and the other aggrieved employees. As alleged above, SOCAL
25 FOOD GROUP employs a policy and practice of failing to provide complete and accurate
26 itemized wage statements to Plaintiffs and other aggrieved employees as required by Labor Code
27 § 226(a) in that the wage statements provided do not, among other things, display "all applicable
28 hourly rates in effect during the pay period and the corresponding number of hours worked at

each hourly rate,” the correct “total hours worked,” and the “gross wages earned.” In addition, the wage statements did not include premium pay for missed meal and rest periods.

63. Therefore, Plaintiffs, for themselves and all current and former aggrieved employees and on behalf of the State of California, demand the Labor Code § 226.3 penalties provided for violations of Labor Code § 226(a). (If Labor Code § 226.3 is found not to apply to Defendants’ violations of Labor Code § 226(a), Plaintiffs alternatively will seek Labor Code § 2699(f) penalties.)

64. Plaintiffs further seek reasonable attorneys’ fees and costs under Labor Code § 2699(g)(1).

Wherefore, Plaintiffs pray for relief as set forth below.

X. SIXTH CAUSE OF ACTION
(WAITING TIME PENALTIES - PAGA)

65. Plaintiffs repeat and realleges each and every paragraph above as though fully set forth herein.

66. Labor Code § 2699(f) permits “aggrieved employees” to recover certain penalties on their own behalf and on behalf of other current and former employees.

67. Plaintiffs are each an “aggrieved employee” as that term is defined in the Labor Code Private Attorneys General Act of 2004 because they are each a person who was employed by the alleged violator and against whom one or more of the alleged violations was committed.

68. Plaintiffs have met all of the Labor Code § 2699.3 requirements to commence a civil action against Defendants for violations of Labor Code §§ 201-203.

69. By the actions alleged herein, Defendants have failed to comply with Labor Code §§ 201-203 as they relate to Plaintiffs and the other aggrieved employees.

70. Therefore, Plaintiffs, for themselves and all current and former aggrieved employees, demand the penalties provided by Labor Code § 2699(f) for violations of Labor Code §§ 201-203.

71. Plaintiffs further seek reasonable attorneys’ fees and costs under Labor Code § 2699(g)(1).

Wherefore, Plaintiffs pray for relief as set forth below.

XII. SEVENTH CAUSE OF ACTION

(LABOR CODE § 204 - PAGA)

72. Plaintiffs repeat and reallege each and every paragraph above as though fully set forth herein.

73. Labor Code § 2699(f) permits “aggrieved employees” to recover certain penalties on their own behalf and on behalf of other current and former employees.

74. Plaintiffs are each an “aggrieved employee” as that term is defined in the Labor Code Private Attorneys General Act of 2004 because they are each a person who was employed by the alleged violator and against whom one or more of the alleged violations was committed.

75. Plaintiffs have met all of the Labor Code § 2699.3 requirements to commence a civil action against Defendants for violations of Labor Code § 204.

76. By the actions alleged herein, Defendants have failed to comply with Labor Code § 204 as it relates to Plaintiffs and the other aggrieved employees.

77. Therefore, Plaintiffs, for themselves and all current and former aggrieved employees, demand the penalties provided by Labor Code § 2699(f) for violations of Labor Code § 204

78. Plaintiffs further seek reasonable attorneys’ fees and costs under Labor Code § 2699(g)(1).

Wherefore, Plaintiffs pray for relief as set forth below.

XVI. EIGHTH CAUSE OF ACTION

(LABOR CODE § 2802 –

LABOR CODE PRIVATE ATTORNEYS GENERAL ACT OF 2004)

79. Plaintiffs repeat and realleges each and every paragraph above as though fully set forth herein.

80. Labor Code § 2699(f) permits “aggrieved employees” to recover certain penalties on their own behalf and on behalf of other current and former employees.

81. Plaintiffs are each an “aggrieved employee” as that term is defined in the Labor

Code Private Attorneys General Act of 2004 because they are each a person who was employed by the alleged violator and against whom one or more of the alleged violations was committed.

82. Plaintiffs have met all of the Labor Code § 2699.3 requirements to commence a civil action against Defendants for violations of Labor Code § 2802.

83. By their actions as alleged herein, Defendants have failed to comply with Labor Code § 2802 as it relates to Plaintiffs and the aggrieved employees.

84. Therefore, Plaintiffs, for themselves and all current and former aggrieved employees, demand the penalties provided by Labor Code § 2699(f) for the violations of Labor Code § 2802.

85. Plaintiffs further seek reasonable attorneys' fees and costs under Labor Code § 2699(g)(1).

Wherefore, Plaintiffs pray for relief as set forth below.

PRAYER FOR RELIEF

Plaintiffs pray for relief as follows:

1. For civil penalties as specified by Labor Code § 2699(f) for Plaintiffs and each current and former aggrieved employee for each violation of Labor Code §§ 510, 1194, 1194.2, 1197, 1197.1, 1198 and 1199 (failure to pay minimum, overtime and double-time wages) during the applicable limitations period preceding the original filing of the Complaint and up through and including the present and until the date of compliance with the law;

2. For civil penalties as specified by Labor Code § 2699(f) for Plaintiffs and each current or former aggrieved employee for each violation of Labor Code §§ 1198 and 1199 (failure to pay reporting time pay) during the applicable limitations period preceding the filing of the Complaint and up to and including the present and until the date of compliance with the law;

3. For civil penalties as specified by Labor Code § 2699(f) for Plaintiffs and each current or former aggrieved employee for each violation of Labor Code §§ 226.7, 512(a), 1198 and 1199 (missed meal and rest periods) during the applicable limitations period preceding the filing of the Complaint and up to and including the present and until the date of compliance with the law;

1 4. For civil penalties as specified by Labor Code § 226.3 for Plaintiffs and each
2 current or former aggrieved employee and on behalf of the State of California for each violation
3 of Labor Code § 226(a) (failure to provide itemized wage statements) during the applicable
4 limitations period preceding the original filing of the Complaint and up through and including the
5 present and until the date of compliance with the law. (Should Labor Code § 226.3 be found not
6 to apply to Defendants' violations of Labor Code § 226(a), Plaintiffs alternatively seek the civil
7 penalties specified by Labor Code § 2699(f) for Plaintiffs and each current or former aggrieved
8 employee and on behalf of the State of California for each violation of Labor Code § 226(a)
9 (failure to provide itemized wage statements) during the applicable limitations period preceding
10 the original filing of the Complaint and up through and including the present and until the date of
11 compliance with the law.)

12 5. For civil penalties as specified by Labor Code § 2699(f) for Plaintiffs and each
13 current or former aggrieved employee for each violation of Labor Code §§ 201-203 (failure to
14 pay departing employees all wages due and owing) during the applicable limitations period
15 preceding the filing of the Complaint and up to and including the present and until the date of
16 compliance with the law;

17 6. For civil penalties as specified by Labor Code § 2699(f) for Plaintiffs and each
18 current or former aggrieved employee for each violation of Labor Code § 204 (failure to pay
19 wages in a timely manner) during the applicable limitations period preceding the filing of the
20 Complaint and up to and including the present and until the date of compliance with the law;

21 7. For civil penalties as specified by Labor Code § 2699(f) for Plaintiff and each
22 current or former aggrieved employee for each violation of Labor Code § 2802 (failure to
23 reimburse business expenses) during the applicable limitations period preceding the filing of the
24 Complaint and up through and including the present and until the date of compliance with the
25 law;

26 8. For reasonable attorneys' fees and costs as allowed by Labor Code § 2699(g)(1)
27 and Code of Civil Procedure § 1021.5;

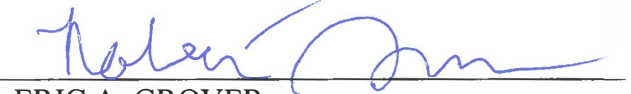
28 9. For all interest as required by Labor Code § 218.6 and other applicable law; and

10. For such other and further relief as the Court may deem proper.

Dated: April 27, 2021

KELLER GROVER LLP

By:



ERIC A. GROVER
ROBERT SPENCER

Counsel for Plaintiffs
MARIA MILAR & MARIA RODRIGUEZ

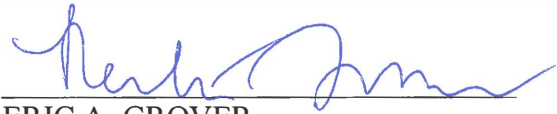
JURY TRIAL DEMAND

Plaintiffs demand a trial by jury as to all issues so triable.

Dated: April 27, 2021

KELLER GROVER LLP

By:



ERIC A. GROVER
ROBERT SPENCER

Counsel for Plaintiffs
MARIA MILAR & MARIA RODRIGUEZ

EXHIBIT 3

SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS

This Settlement Agreement and Release of Claims (“Agreement”) is made by and between Plaintiffs Maria Milar and Maria Rodriguez (collectively, “Plaintiffs” and individually “Plaintiff”) for themselves and as representatives acting as proxies or agents of the LWDA, a State of California Executive Branch Agency and all Aggrieved Employees, and SOCAL FOOD GROUP, LP (“Defendant”). Plaintiffs and the Defendant are collectively referred to as the “Parties” and individually as the “Party.”

Capitalized terms used herein shall have the meanings set forth in Section 1 or elsewhere in this Agreement.

IT IS HEREBY STIPULATED AND AGREED by and among the undersigned Parties, subject to the approval of the Court, pursuant to section 2699 of the California Labor Code, that the Settlement of this Action shall be effectuated upon and subject to the following terms and conditions.

The Parties agree that the PAGA Claims (as defined in Section 1 below) shall be, and hereby are, ended, settled, resolved, and concluded without any admission of fault or liability on the part of the Defendant and by agreement of the Defendant to pay the gross settlement amount of Three Hundred Thirty Thousand Dollars and Zero Cents (\$330,000.00) as provided in Section 3 below upon the terms and conditions of this Agreement and for the consideration set forth herein.

DEFINITIONS

Section 1: Definitions

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

(a) “Action” means the civil action filed by Plaintiffs on April 27, 2021, in San Diego County Superior Court, Case Number 37-2021-00018665-CU-OE-CTL, titled *Maria Milar and Maria Rodriguez v. SOCAL FOOD GROUP, LP d/b/a Del Taco*. The term “Action” shall include any future amended complaints.

(b) “Agreement” means this Private Attorneys General Act Settlement Agreement and Release of Claims.

(c) “Aggrieved Employees” or “Aggrieved Employee” means all current and former employees of Defendant who worked for Defendant in California during the PAGA Period. Based on Defendant’s records, there are no more than a total of 13,200 pay periods.

(d) “Approval Order” means the signed [Proposed] Order for Judicial Approval of the Parties’ Private Attorneys General Act Settlement Agreement and Release of Claims.

(e) “Settlement Administrator” means Phoenix Settlement Administrators, the third-

party entity jointly selected by the Parties to perform all duties relating to the administration of the PAGA Settlement. The Parties agree that Phoenix Settlement Administrators shall be the Settlement Administrator subject to the Court's approval.

(f) "Complaint" means the complaint including any amendment thereto filed by Plaintiffs in the Action.

(g) "Court" means the Superior Court for the State of California, County of San Diego.

(h) "Defendant" or "the Defendant" means SOCAL FOOD GROUP, LP.

(i) "Defense Counsel" means:
Beth A. Kahn, Esq.
Keith Rossman, Esq.
Clark Hill LLP
555 South Flower Street, 24th Floor
Los Angeles, CA 90071

(j) "Effective Date" means the later of the following: (i) if no one intervenes to object to the Settlement, then the Effective Date shall be the date the Court grants approval of this Agreement by signing the [Proposed] Order for Judicial Approval of the Parties' Private Attorneys General Act Settlement Agreement and Release of Claims (which includes, without limitation, a dismissal with prejudice of the PAGA Claims)(the "Order") in accordance with the terms and conditions of this Agreement; (ii) if someone intervenes to object to the Settlement, then all of Defendant's obligations under this Agreement shall be stayed until the time for seeking appeal from, review of, or writ relating to the objection has passed, which date shall then be the Effective date if no appeal, review or writ is sought; or (iii) if an appeal, review or writ is sought, the date by which the final decision is made in any appeal, review or writ and the Order is no longer subject to further appellate challenges or procedures.

(k) "Aggrieved Employee Net Settlement Amount" means the sum that constitutes twenty-five percent (25%) of the Net Settlement Amount.

(l) "Aggrieved Employee Settlement Share" means the portion of the Aggrieved Employee Net Settlement Amount that shall be paid to each individual Aggrieved Employees per the terms and conditions of this Agreement, which shall be determined by the calculations provided in Section 7 of this Agreement.

(m) "Judgment" means the method by which the Court adopts and approves the terms of the Settlement, enters the Approval Order, and retains jurisdiction over its enforcement, implementation, construction, administration, and interpretation.

(n) "LWDA" means the State of California Labor and Workforce Development Agency, a State of California Executive Branch Agency.

(o) "LWDA Notice" means the notice that Plaintiffs sent to the LWDA on February

19, 2021 giving notice of their intent to pursue a representative PAGA action, on behalf of themselves, the State of California, and other allegedly aggrieved employees.

(p) “LWDA Net Settlement Amount” means the sum that constitutes seventy-five percent (75%) of the Net Settlement Amount.

(q) “Net Settlement Amount” means the amount remaining from the Settlement Sum after deducting Plaintiffs’ Counsel’s fees and litigation costs, Plaintiff’s enhancement awards, and the costs of the Settlement Administrator from the Settlement Sum.

(r) “Notice of PAGA Settlement” means the letter mutually agreed upon by the Parties and attached as Exhibit A hereto that will be sent by the Settlement Administrator to the Aggrieved Employees along with their Aggrieved Employee Settlement Share notifying them of the PAGA Settlement.

(s) “PAGA” means the Labor Code Private Attorneys General Act of 2004, California Labor Code section 2698, et seq.

(t) “PAGA Claims” means any and all claims, demands, rights, liabilities, and/or causes of action for penalties pursuant to PAGA, Labor Code Section 2698 et seq., that were asserted in Plaintiffs’ LWDA Notice and/or the Action for alleged violation of Labor Code sections 201, 202, 203, 204, 218.6, 226, 226(a), (e), 226.3, 226.7, 510, 512, 512(a) 515(a), 558, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2698, et seq., 2699, 2699(f), (g)(1), 2699.3, 2802, and the applicable Industrial Welfare Commission Orders including, but not limited to, Order No. 5-2001.

(u) “PAGA Period” means at any time starting on and including February 19, 2020 up to and including October 5, 2022, or as provided in Section 3(b) of this Agreement.

(v) “Parties” means Plaintiffs and Defendant. “Party” refers to Plaintiffs or Defendant individually.

(w) “Plaintiffs’ Counsel” refers to:

Eric A. Grover, Esq.
Robert W. Spencer, Esq.
Keller Grover LLP
1965 Market Street
San Francisco, CA 94103

Robert Drexler, Esq.
Molly DeSario, Esq.
Helga Hakimi, Esq.
Jonathan Lee, Esq.
Capstone Law Group APC
1875 Century Park East, Suite 1000
Los Angeles, CA 90067

(x) “Released Parties” means the Defendant, and each and all of its respective current and former parents, subsidiaries, predecessors and successors, affiliates, corporate members, administrators, operators, shareholders, and their affiliated entities and each of their respective owners, officers, directors, employees, partners, shareholders, and agents, and any other successors, heirs, assigns, or legal representatives, any attorneys, insurers, claim representatives, and their future trustees, parent companies, subsidiaries, divisions, agents, employees, attorneys, representatives, consultants, insurers and reinsurers.

(y) “Settlement” means the complete disposition of the PAGA Claims and all related claims, demands, rights, promises, covenants, actions, suits, causes of action, obligations, debts, costs, expenses, attorney’s fees and costs, damages, penalties, fines, interest, injuries, compensation, judgments, orders and liabilities effectuated by this Agreement and Plaintiffs’ individual known and unknown claims including California Civil Code § 1542.

(z) “Settlement Sum” means the total gross settlement amount of Three Hundred Thirty Thousand Dollars and Zero Cents (\$330,000.00), or as provided in Section 3(b) of this Agreement, to be paid by the Defendant to fully and finally settle, resolve and conclude the PAGA Claims and Plaintiffs’ individual known and unknown claims including California Civil Code § 1542 releases and all related attorney’s fees and costs as provided under this Agreement, without any admission of fault or liability.

NATURE OF ACTION

Section 2: Background

(a) On February 19, 2021, Plaintiffs sent notice to the LWDA of their intent to pursue a representative PAGA action, on behalf of themselves, the State of California and other allegedly aggrieved employees.

(b) On April 27, 2021, Plaintiffs initiated the Action. The Action was brought on an individual basis and on a representative basis under PAGA. The Action contains a representative claim on behalf of Plaintiffs, the State of California and other allegedly aggrieved employees under PAGA based on alleged violations of the California Labor Code.

(c) Plaintiffs’ PAGA claim alleges that the Defendant failed to pay minimum, overtime, and double-time wages, failed to pay reporting time pay, failed to provide off-duty meal periods, failed to provide and permit rest periods, failed to provide accurate itemized wage statements, failed to comply with Labor Code sections 201-203, failed to comply with Labor Code section 204, failed to comply with Labor Code section 2802, and violated California Labor Code section 2698, et seq. all in alleged violation of California Labor Code Sections 201, 202, 203, 204, 218.6, 226, 226(a), (e), 226.3, 226.7, 510, 512, 512(a) 515(a), 558, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2698, 2699, 2699(f), (g)(1), 2699.3, 2802 and the applicable Industrial Welfare Commission Orders including, but not limited to, Order No. 5-2001. Plaintiffs seek relief individually and on a representative basis under PAGA on behalf of the State of California and the Aggrieved Employees. Plaintiffs further seek attorneys’ fees and litigation costs as allowed by California Labor Code section 2699(g)(1) and California Code of Civil Procedure section 1021.5.

(d) The Defendant disputes all of the allegations and causes of action asserted in the Action and denies any liability or wrongdoing of any kind associated with the claims alleged in the Action and Plaintiffs' PAGA letter (the LWDA Notice). The Defendants contend, among other things, that at all times during the PAGA Period, they made good faith efforts to comply with the California Labor Code, the related California Industrial Welfare Commission Orders, and all other applicable wage or employment laws, and further contend that the Action is without merit. Defendants further assert that Plaintiffs signed enforceable arbitration agreements.

(e) The Parties engaged in informal discovery regarding the Defendant's policies, practices, operations, payroll information and other topics related to this Action. This informal discovery included the production of documents pursuant to the settlement/mediation privilege, headcounts of all Aggrieved Employees, and pay periods worked during the PAGA Period. The Parties reached this Settlement only after informal discovery and investigation were performed.

(f) The Parties participated in a mediation with mediator Eve Wagner and, on October 5, 2022, reached the subject Settlement and the settlement of Plaintiffs' individual claims.

(g) The Agreement contemplates (a) issuance of a Court Order approving the Settlement, (b) entry of Judgment enforcing the terms of the Settlement, and retaining jurisdiction, (c) discharge of the Defendant from liability for any and all claims relating to the PAGA Claims (as defined in Section 1 above), (d) release by Plaintiffs, the State of California and all Aggrieved Employees of all PAGA Claims against the Released Parties as more particularly set forth in Section 12, (e) a general release of all of Plaintiffs' claims including a Civil Code § 1542 general release, and (f) all Parties bearing their respective fees and costs except as expressly provided in this Agreement. The Parties further agree that this Agreement and Judgment to be entered by the Court following approval of this Settlement forever bars Plaintiffs, Aggrieved Employees, and the LWDA, directly or through any other proxy or agent, from any future prosecution of any of the PAGA Claims against any of the Released Parties.

SETTLEMENT FUNDS

Section 3: Allocation of the Settlement Sum

(a) In exchange for the releases, obligations, and promises set forth in this Agreement (and subject to the terms and conditions contained in this Agreement), the Defendants agree to pay the Settlement Sum, which is the total and all-inclusive amount the Defendants will be obligated to pay under the Settlement embodied by this Agreement. Under no circumstances will the Defendant be required to pay more than the Settlement Sum to obtain the relief (i.e., the Settlement, release of claim by Plaintiffs, the State of California and Aggrieved Employees, issuance of the Approval Order and Judgment) provided in this Agreement. The Settlement Sum, the maximum which the Defendant can pay under this Agreement, comprises the following:

(i) Plaintiffs' Counsel shall request a one-third attorneys' fee award, namely the total sum One Hundred Ten Thousand and Zero Cents (\$110,000.00). If Plaintiffs' Counsel's request for one-third of the Settlement Sum is not approved and is reduced by the Court, any

amount not approved and/or reduced by the Court will revert to the Net Settlement Amount. Plaintiffs agree that other than the attorneys' fee award approved by the Court herein, there are no liens for attorneys' fees arising out of the prosecution of the PAGA Claims.

(ii) Plaintiffs' Counsel shall request the Court to approve Plaintiff's Counsel's actual litigation costs to be established by Plaintiff's Counsel and estimated not to exceed Twenty Thousand Dollars and Zero Cents (\$20,000.00) incurred in prosecuting the PAGA Claims. The costs approved by the Court shall be paid from the Settlement Sum. If any part of Plaintiffs' Counsel's request for reimbursement of actual litigation costs is not approved and is reduced by the Court, any amount not approved and/or reduced by the Court will revert to the Net Settlement Amount. Plaintiffs agree that other than the costs approved by the Court herein, there are no liens for costs arising out of the prosecution of the PAGA Claims.

(iii) Plaintiff's Counsel shall request up to Seven Thousand Dollars and Zero Cents (\$7,000.00) of the Settlement Sum as payment to the Settlement Administrator for costs incurred by the Settlement Administrator in connection with the Settlement including, but not limited to, mailing of the Notice of PAGA Settlement described herein, and distributing the Settlement Sum. The Settlement Administrator has agreed that its costs shall not exceed Seven Thousand Dollars and Zero Cents (\$7,000.00). To the extent that the costs of the Settlement Administrator exceed this amount, such costs shall be paid from the Settlement Sum; to the extent such costs are below this amount, the difference shall be added to the Net Settlement Amount.

(iv) Plaintiffs' Counsel shall request that each Plaintiff individually shall receive an enhancement payment of Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) for her participation in and assistance with the litigation of the Action and as consideration for the release set forth in Section 12. Any enhancements awarded to Plaintiffs by the Court shall be deducted from the Settlement Sum for the purpose of determining the Net Settlement Amount, and shall be reported on IRS Form 1099. If the Court approves a enhancements of less than Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) per Plaintiff, any amount not approved and/or reduced by the Court will revert to the Net Settlement Amount.

(v) Plaintiffs' Counsel shall request that 75% of the Net Settlement Amount, be distributed to the LWDA; and

(vi) Plaintiffs' Counsel shall request that 25% of the Net Settlement Amount shall be distributed to the Aggrieved Employees.

(b) Escalator Clause. This Settlement is based on Defendant's representation that there are approximately 672 Aggrieved Employees (in total) and approximately 13,200 pay periods (in total) for the period starting on and including February 19, 2020 and ending on and including on October 5, 2022. If the actual number of pay periods encompassed within the PAGA Period exceeds 13,200 by more than 10%, then Defendant shall, at its exclusive discretion, increase the Net Settlement Amount proportionately for any excess increase in the total number of pay periods or modify the applicable PAGA Period to a date prior to October 5, 2022 to avoid incurring the pro rata increase. For example, if the total number of pay periods encompassed within the PAGA Period increases by 11%, the Net Settlement Amount will increase by 1% (actual increase minus

the 10% tolerated increase).

IMPLEMENTATION OF SETTLEMENT

Section 4: Court Approval

(a) Because this Action involves PAGA claims, this Agreement requires approval by the Court. Accordingly, the Parties enter into this Agreement on a conditional basis. This Agreement is expressly contingent upon the Court's unconditional approval of this Settlement, the terms and conditions of this Agreement. If Court approval is not given or the Approval Order is not entered under the specific terms requested, this entire Agreement shall automatically be deemed null and void, shall be of no force or effect whatsoever, and shall not be referred to or used for any purpose whatsoever.

(b) The Parties and their respective counsel shall take all steps that may be required by the Court relating to the approval and implementation of this Agreement and shall otherwise use their respective best efforts to obtain Court approval and implement this Agreement. If the Court does not grant the application for approval and unconditionally issue the Approval Order and Judgment, under the specific terms requested, the Parties agree to meet and confer to address the Court's concerns in an effort to resolve the dispute and to resubmit the Agreement with revisions that are acceptable to the Parties and the Court.

(c) The Parties will jointly submit the [Proposed] Order for Judicial Approval of the Parties' Settlement Agreement and Release of Claims in connection with a motion to be filed by Plaintiffs for such an order unconditionally approving this Agreement.

Section 5: Notice

Notice. Notice shall be provided in the following manner:

(a) No later than thirty (30) calendar days after the Effective Date, the Defendant shall provide the Settlement Administrator with a list of all Aggrieved Employees ("Aggrieved Employees List"). The Aggrieved Employees List shall state the first name and last name for each Aggrieved Employee; the last known home address for each Aggrieved Employee; each Aggrieved Employee's social security number, and each Aggrieved Employee's respective number of pay periods worked for the Defendants during the PAGA Period.

(b) Upon receipt of the Aggrieved Employees List, the Settlement Administrator shall run all addresses of the Aggrieved Employees through the United States Postal Service NCOA database (which provides updated addresses for any individual who has moved in the previous four years who has notified the U.S. Postal Service of a forwarding address) to obtain current address information. No later than forty five (45) calendar days after the Effective Date, the Settlement Administrator shall mail the Aggrieved Employee Settlement Share checks to all Aggrieved Employees by first-class United States mail, postage prepaid, to the last known address of each recipient with directions to the Postmaster to forward the Aggrieved Employee Settlement Share checks to any forwarding addresses, and to return all undeliverable Aggrieved Employee Settlement Share checks to the Settlement Administrator. A letter approved by the Parties ("Notice

of PAGA Settlement” attached hereto as Exhibit A) in advance of the motion to be filed by Plaintiff in connection with the Parties’ submission of the [Proposed] Order for Judicial Approval of the Parties’ Private Attorneys General Act Settlement Agreement and Release of Claims, will be included in the mailing of each Aggrieved Employee Settlement Share check. It will be conclusively presumed that an Aggrieved Employee Settlement Share check was received if such check has not been returned within twenty-one (21) calendar days of the original mailing. The date of the initial mailing of the Aggrieved Employee Settlement Share check shall be conclusively determined according to the records of the Settlement Administrator.

(c) No later than forty five (45) calendar days after the Effective Date, the Settlement Administrator shall mail and/or wire transfer the LWDA and Plaintiffs’ Counsel their respective shares of the Settlement Sum (including Plaintiffs’ Representativ Service Payments).

(d) Within forty five (45) calendar days of the Effective Date, the Settlement Administrator shall pay itself up to the Seven Thousand Dollars and Zero Cents (\$7,000.00) allocated to it for administration fees.

(e) Aggrieved Employee Settlement Share checks will specifically indicate that they are void if not negotiated within 180 days of their issuance. After 90 days, the Settlement Administrator will send a reminder postcard to each Aggrieved Employee with an uncashed check. Any settlement checks that remain uncashed 180 or more calendar days after issuance by the Settlement Administrator shall be voided and the Settlement Administrator will remit all unclaimed funds to the California State Controller to be held in the name of the Aggrieved Employee in the unclaimed property fund.

Section 6: Settlement Payment Deposit

No later than thirty (30) calendar days after the Effective Date, the Defendants shall deposit the Settlement Sum with the Settlement Administrator.

Section 7: PAGA Payments

The total sum available for payment of PAGA penalties shall be calculated by deducting Plaintiffs’ Counsel’s attorneys’ fees and litigation costs, Plaintiffs’ enhancement awards, and the costs of claim administration collectively referenced in Section 3(b), (c), and (d) from the Settlement Sum, which will yield the “Net Settlement Amount.” As required by statute, seventy-five percent (75%) of the Net Settlement Amount shall be paid to the LWDA (“LWDA Net Settlement Amount”) and the remaining twenty-five percent (25%) of the Net Settlement Amount (the “Aggrieved Employee Net Settlement Amount”) shall be paid to Aggrieved Employees based on the following formula:

(a) The LWDA Net Settlement Amount shall be sent to LWDA by the Settlement Administrator in accordance with the deadlines established in Section 5 (c) above.

(b) Plaintiffs and each Aggrieved Employee shall receive a portion of the Aggrieved Employee Net Settlement Amount on a pro-rata basis by multiplying the Aggrieved Employee Net Settlement Amount by the ratio of (i) the number of pay periods worked by each individual Aggrieved Employee any time during the PAGA Period to (ii) the total number of pay periods

worked by all Aggrieved Employees during the PAGA Period. No benefit, including but not limited to 401(k), shall increase or accrue as a result of any payment made as a result of this settlement.

(c) The Parties recognize that the settlement amounts to be paid to the Aggrieved Employee are penalties and not subject to payroll tax withholdings. The parties agree that, if required, the Aggrieved Employee payments shall be reported as interest and penalties on IRS Form 1099 and its state and local equivalent.

JUDGMENT

Section 8: Judgment

Plaintiffs will submit the [Proposed] Order for Judicial Approval of the Parties' Private Attorneys General Act Settlement Agreement and Release of Claims to be entered by the Court to enforce this Agreement and enter Judgment in accordance with the terms of this Agreement. In connection with the [Proposed] Order for Judicial Approval of the Parties' Private Attorneys General Act Settlement Agreement and Release of Claims, the Parties will submit a proposed final judgment requesting the entry of judgment in the amount of the Settlement Sum.

LIMITATIONS ON USE OF THIS SETTLEMENT

Section 9: No Admission

The Defendant disputes the allegations and each and every cause of action in the Action. Defendants further assert that Plaintiffs signed enforceable arbitration agreements. This Agreement is entered into solely for the purpose of compromising highly disputed claims. This Agreement and the payment of the Settlement Sum and the other considerations recited herein represent the compromise of disputed claims. Nothing in this Agreement is intended or will be construed as an admission of liability, unlawful conduct, or wrongdoing by the Released Parties.

Nothing in this Agreement, nor any action taken in implementation thereof, nor any statements, discussions or communications, nor any materials prepared, exchanged, issued or used during the course of the negotiations leading to this Agreement, is intended by the Parties to constitute, nor will any of the foregoing constitute, be introduced, be used or be admissible in any way in this case or any other judicial, arbitral, administrative, investigative or other forum or proceeding as evidence of any violation of any federal, state, or local law, statute, ordinance, regulation, rule or executive order, or any obligation or duty at law or in equity. The Parties agree not to introduce, use, or admit this Agreement, directly or indirectly, in this case or any other judicial, arbitral, administrative, investigative or other forum or proceeding, as purported evidence of any violation of any federal, state, or local law, statute, ordinance, regulation, rule or executive order, or any obligation or duty at law or in equity, or for any other purpose. Notwithstanding the foregoing, this Agreement may be used in any proceeding before the Court that has as its purpose the interpretation, implementation, or enforcement of this Agreement or any orders or judgments of the Court entered in connection with the Agreement. Neither the existence of this Settlement nor anything contained in this Agreement, nor any action taken in implementation thereof, nor any statements, discussions or communications, nor any materials prepared, exchanged, issued or used during the course of the negotiations leading to this Agreement, shall be construed or deemed a

waiver of the Defendant's right to compel arbitration of any dispute with any Aggrieved Employee.

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

Section 10: Non-Evidentiary Use

Whether or not the Approval Order is executed and entered by the Court, neither this Agreement nor any of its terms (including, but not limited to, the payment of the Settlement Sum) 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 any 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 other civil, criminal, and/or administrative action or proceeding, except for the purposes of effectuating the Settlement pursuant to this Agreement and/or for the Released Parties to establish that an Aggrieved Employee has resolved any of his/her claims released through this Agreement. Either Party, however, may introduce the Agreement as evidence in an action to enforce its terms.

Section 11: Nullification

(a) If (i) the Court should for any reason fail to approve this Settlement in the specific form agreed to by the Parties as described in this Agreement, or (ii) the Court should for any reason fail to enter the Approval Order, or (iii) the Approval Order is reversed, modified, or declared or rendered void, or (iv) the Court should for any reason fail to enter judgment on the PAGA Claims, then this Agreement shall be considered null and void.

In that instance, (i) neither this Agreement nor any of the related negotiations or proceedings shall be of any force or effect; (ii) all Parties to this Agreement shall stand in the same position, without prejudice, as if the Agreement had been neither entered into nor filed with the Court; (iii) the Defendant would not have any obligation to pay any portion of the Settlement Sum to anyone under the terms of this Agreement, and all previous disbursements (if any) from the Settlement Sum will immediately be paid back to the Defendant by the person(s) and/or entity who received such disbursement; and (iv) the operative complaint shall be the Complaint.

(b) If the Court approves this Settlement on terms and conditions that are materially different than those set forth in the Approval Order, then Plaintiffs and the Defendant will each have the right to void the Settlement, which the Party must do by giving written notice to the other Party and the Court not later than ten (10) business days after the Court's entry of the Approval Order.

(c) If Maria Rodriguez revokes the settlement of her individual claims, then Defendant will have the right to void the Settlement by giving written notice to the Plaintiffs' Counsel and

the Court not later than ten (10) business days after the revocation. If Defendant voids the Settlement pursuant to this paragraph, the operative complaint shall be the Complaint.

RELEASE AND WAIVER OF CLAIMS

Section 12: Release

Released PAGA Claims. Upon entry of the Approval Order by the Court approving payment of the PAGA penalties as described in this Agreement, Plaintiffs, individually and as representatives acting as proxies or agents of the LWDA, a state of California Executive Branch Agency, and all Aggrieved Employees, and the State of California shall be deemed to have fully, finally, and forever released, relinquished, and discharged each and all of the Released Parties from any and all claims, demands, rights, liabilities, and/or causes of action for penalties under PAGA that accrued during the PAGA Period and that were asserted in Plaintiffs' LWDA Notice or the Action as well as those that could have been alleged in the Action based on the facts contained therein, including, without limitation, Labor Code Sections 201, 202, 203, 204, 218.6, 226, 226(a), (e), 226.3, 226.7, 510, 512, 512(a) 515(a), 558, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2698, *et seq.*, 2699, 2699(f), (g)(1), 2699.3, 2802, and the applicable Industrial Welfare Commission Orders including, but not limited to, Order No. 5-2001. Plaintiffs and the Aggrieved Employees shall be deemed to have acknowledged and agreed that their claims in this Action are disputed, and that the payments set forth in this Agreement constitute payment of all sums allegedly due to Plaintiffs, the LWDA, and the Aggrieved Employees arising from the PAGA Claims and constitute settlement of all PAGA Claims.

Nothing in this Agreement is intended to or shall preclude Plaintiffs and Aggrieved Employees from filing a complaint and/or charge with any appropriate federal, state, or local government agency and/or cooperating with said agency in its investigation. Plaintiffs and Aggrieved Employees retain the right to file a charge with, and to participate in an investigation conducted by, any appropriate government agency charged with enforcement of any law and the right to engage in concerted activity granted by Section 7 of the National Labor Relations Act. Plaintiffs and Aggrieved Employees, however, shall not be entitled to receive any civil penalties for the PAGA Claims in connection with any complaint or charge brought against any Released Party for claims arising on or before the date Plaintiffs execute this Agreement, without regard as to who brought said complaint or charge.

Plaintiffs' Released Claims. Upon entry of the Approval Order by the Court approving payment of the PAGA penalties as described in this Agreement, and as a condition of receiving any portion of the enhancement awards, Plaintiffs shall fully and finally release the Released Parties from any and all claims, known and unknown, under federal, state and/or local law, statute, ordinance, regulation, common law, or other source of law, including but not limited to claims arising from or related to Plaintiffs' employment with Defendant and Plaintiffs' compensation while an employee of Defendant. Plaintiffs' release claims include, but are not limited to, all claims asserted in, arising from, or related to the Action, to include but not limited to the Released PAGA Claims and Released Class Claims. Plaintiffs' release claims include all claims for unpaid wages, including, but not limited to, failure to pay minimum wages, straight time compensation, overtime compensation, double-time compensation, and interest; failure to properly calculate the regular rate of pay and associated claims; wages related to alleged illegal time rounding; failure to pay

wages at least twice each calendar month; failure to timely pay wages; failure to timely pay final wages; missed/short/late/interrupted meal period, rest period, and/or recovery period wages/premiums; failure to provide meal periods; failure to authorize and permit rest periods and/or recovery periods; the calculation of meal period, rest period, and/or recovery period premiums; reimbursement for all necessary business expenses, including work-related cell-phone expenses and car mileage for work-related travel; payment for all hours worked, including off-the-clock work; failure to provide accurate itemized wage statements; deductions; failure to keep accurate records; failure to provide suitable seating; failure to maintain temperature providing reasonable comfort; unlawful deductions and/or withholdings from wages; unfair business practices; suitable seating; penalties, including, but not limited to, recordkeeping penalties, wage statement and payroll reporting penalties, minimum-wage penalties, and waiting-time penalties; and attorneys' fees and costs. Plaintiffs' release claims include all claims arising under the California Labor Code (including, but not limited to, sections 200, 201, 201.1, 201.3, 201.5, 202, 203, 204, 204.1, 204.2, 206, 210, 216, 218, 218.5, 218.6, 221, 225.5, 226, 226(a), (e), 226.2, 226.3, 226.7, 226.8, 247.5, 248.5, 256, 450, 510, 511, 512, 512(a), 515, 516, 558, 1174, 1174.5, 1175, 1182.12, 1194, 1194.2, 1194.3, 1197, 1197.1, 1197.2, 1198, 1198.5, 1199, 2698 et seq., 2699 et seq., 2699(f), (g)(1), 2699.3, 2802, and 2804); all claims arising under: the Wage Orders of the California Industrial Welfare Commission; the California Private Attorneys General Act of 2004 (PAGA); California Business and Professions Code section 17200, et seq.; the California Civil Code, to include sections 3287, 3336 and 3294; 8 CCR §§ 3203, 11070, 11090, 11100; California Code of Civil Procedure § 1021.5; all state and local ordinances related to COVID-19 right of recall; the California common law of contract; the FLSA, 29 U.S.C. §§ 201, et seq.; 29 CFR 778.223; 29 CFR 778.315; federal common law; and the Employee Retirement Income Security Act, 29 U.S.C. §§ 1001, et seq. (ERISA). Plaintiffs' release all claims for lost wages and benefits, emotional distress, retaliation, punitive damages, and attorneys' fees and costs arising under federal, state, or local laws for discrimination, harassment, retaliation, and wrongful termination, such as, by way of example only, (as amended) 42 U.S.C. § 1981, Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act (ADA), the Age Discrimination in Employment Act (ADEA), and the California Fair Employment and Housing Act (FEHA); and the law of contract and tort. This release excludes the release of claims not permitted by law.

Plaintiffs' release claims include all claims, whether known or unknown. Even if Plaintiffs discover facts in addition to or different from those that Plaintiffs now know or believe to be true with respect to the subject matter of Plaintiffs' release claims, those claims will remain released and forever barred. Thus, Plaintiffs expressly waive and relinquish the provisions, rights and benefits of section 1542 of the California Civil Code, which reads:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Additionally, as a condition of receiving the enhancement awards and to the full extent permitted by law, Plaintiffs agree to promptly initiate and seek the full dismissal, withdrawal

and/or closure of all claims, grievances, charges or causes of action now pending against Defendant, in any forum, including but not limited to union, administrative or judicial forum and/or under any collective bargaining agreement, with the exception of those claims(s) in the Action, which are subject to the Agreement, and will be disposed of in accordance with the terms and conditions of the Agreement and related court orders. To the full extent permitted by law, Plaintiffs irrevocably and absolutely agree that Plaintiffs will not prosecute nor allow to be prosecuted on Plaintiffs' behalf, in any administrative agency, whether federal or state, or in any court, whether federal or state, any claim or demand of any type related to the matters released above, it being the intention of the Parties that with the execution by Plaintiffs of this release, Defendant and all of the Released Parties will be absolutely, unconditionally and forever discharged of and from all obligations to or on behalf of Plaintiffs related in any way to the matters discharged herein. Plaintiffs represent and warrant that, as of the date Plaintiffs sign this Agreement, Plaintiffs have no charges, complaints, filings, claims or lawsuits of any kind pending against Defendant or any of the Released Parties other than the Action. Plaintiffs will not directly or indirectly participate, assist, or cooperate in any lawsuit or complaint in a court of law against the Released Parties, including any class and/or representative action, with the exception of the Action which is subject to this Agreement, unless and to the extent required or compelled by law. Plaintiffs also covenant and agree that, to the full extent permitted by law, Plaintiffs hereby waive and release any and all rights or claims Plaintiffs may have to any proceeds or awards to which Plaintiffs may be entitled under any claims brought on Plaintiffs' behalf against any of the Released Parties by any other person or entity. Nothing in this Agreement will prohibit Plaintiffs from (a) complying with any valid subpoena or court order, or (b) cooperating with any official investigation conducted by a government or law enforcement agency.

Plaintiff Rodriguez ("Rodriguez") acknowledges that she is knowingly and voluntarily waiving and releasing any rights she may have under the Age Discrimination in Employment Act ("ADEA"). Rodriguez also acknowledges that the consideration given in this agreement for the waiver and release is \$500.00 of her \$7,500.00 enhancement award and is in addition to anything of value to which she was already entitled. Rodriguez further acknowledges that she has been advised by this in writing, as required by the Older Workers' Benefit Protection Act, that: (a) her waiver and release does not apply to any rights or claims that may arise after the ADEA Effective Date of this agreement; (b) she should consult with an attorney prior to executing this agreement; (c) she alone has at least twenty-one (21) days to consider the waiver and release of any rights she may have under the ADEA (although she may execute this agreement earlier) and in the event Rodriguez should decide to execute this agreement in fewer than 21 days, Rodriguez has done so with the express understanding that Rodriguez has been given and declined the opportunity to consider the waiver and release of her rights under the ADEA for a full 21 days; (d) she has seven (7) days following her execution of this agreement to revoke the waiver and release of any rights she may have under the ADEA; (e) this waiver and release of rights that Rodriguez may have under the ADEA shall not be effective until the date upon which the revocation period has expired (the "ADEA Effective Date"). Rodriguez may revoke this waiver and release of rights that Rodriguez may have under the ADEA only by giving written notice of her revocation to Beth Kahn, Ryan McKim, and Keith Rossman of Clark Hill LLP via electronic mail addressed to bkahn@clarkhill.com, rmckim@clarkhill.com, and krossman@clarkhill.com, to be received by no later than the end of the day on the seventh day following Rodriguez' execution of this Agreement. In the event Rodriguez revokes, she will not receive the amount allocated herein for any potential

claim arising under the ADEA and all claims other than those arising under the ADEA remain released.

Section 13: Miscellaneous Provisions

(a) No person shall have any claim of any kind whatsoever against any of the Parties, Defense Counsel, and/or Plaintiffs' Counsel, based on distribution of the Settlement Sum (including, without limitation, the LWDA Net Settlement Amount, the Aggrieved Employee Net Settlement Amount, and/or the Aggrieved Employee Settlement Share) made in accordance with this Agreement.

(b) In the event any taxing authority asserts that Plaintiffs failed to pay any tax liability resulting from the enhancement awards, and the Defendant is made to pay any taxes, settlements, interest, penalties, and/or other sums (hereinafter collectively referred to as "Tax Payments") to a taxing authority as a result of the enhancement awards paid to Plaintiffs made hereunder, Plaintiffs shall fully defend, indemnify, hold harmless, and reimburse the Defendant and/or its insurer(s) for any and all such Tax Payments upon demand and reasonable verification of sums paid.

(c) This Agreement is executed voluntarily and without duress or undue influence on the part of or on behalf of any of the Parties, or of any other person, firm or other entity.

(d) The terms and provisions of this Agreement may be amended only by a written agreement that is both (a) signed by all of the Parties (or their successors in interest) and (b) approved by the Court. Any waiver of any provision of this Agreement shall not constitute a waiver of any other provision of this Agreement unless expressly so indicated otherwise.

(e) None of the rights, commitments, or obligations recognized under this Agreement may be assigned by any Party, Aggrieved Employees or Plaintiffs' Counsel without the express written consent of each other Parties hereto. 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. Plaintiffs expressly warrants that they have not transferred to any person or entity any right or cause of action, or claim released by this Agreement.

(f) 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.

(g) Plaintiffs' Counsel and Plaintiffs represent that there is no agreement with any other attorneys to split any attorneys' fees that may result from the Action.

(h) This Agreement sets forth the entire agreement between the Parties regarding the PAGA Claims being settled herein and supersedes all prior agreements and understandings among the Parties hereto with respect to the subject matter hereof, including, without limitation, correspondence between Plaintiffs' Counsel and Defense Counsel. There are no restrictions, promises, representations, warranties, covenants, or undertakings governing the subject matter of this Agreement, except as expressly set forth in this Agreement.

(i) Any failure of any Party to comply with any obligation, covenant, agreement, or condition herein may be expressly waived in writing, to the extent permitted under applicable law, by the Party or Parties entitled to the benefit of such obligation, covenant, agreement, or condition. A waiver or failure to insist upon strict compliance with any representation, warranty, covenant, agreement, or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

(j) This Agreement and any amendments may be executed in any number of counterparts and any Party may execute any such counterpart, each of which when executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument. It shall not be necessary in making proof of this Agreement or any counterpart hereof to produce or account for any of the other counterparts. A facsimile signature or signature scanned and sent by electronic mail shall have the same force and effect as an original signature. This Agreement may be executed using DocuSign or any other similar software.

(k) Should any portion of this Agreement be declared or be determined to be illegal, invalid, or unenforceable, the validity of the remaining parts, terms, or provisions shall not be affected thereby and said illegal, invalid, or unenforceable part, term, or provision shall be deemed not to be a part of this Agreement. Before declaring any provision of this Agreement invalid, the Court will first attempt to construe the provisions as valid to the fullest extent possible consistent with applicable law and precedents so as to make all provisions of this Agreement valid and enforceable.

(l) Except as expressly provided herein, each Party shall bear their own attorney's fees and costs. No Aggrieved Employee (including, but not limited to, Plaintiffs) or Plaintiffs' Counsel or any other attorney acting for any Aggrieved Employee may recover or seek to recover any amounts for fees, costs, or disbursements from the Released Parties or the Settlement Sum in relation to the subject matter of this Agreement except as expressly provided herein.

(m) Should any dispute(s) arise among the Parties or their respective counsel regarding the implementation or interpretation of this Agreement, a representative of Plaintiffs' Counsel and a representative of Defense Counsel shall meet and confer in an attempt to resolve such disputes prior to submitting any such dispute(s) to the Court. To the extent any Party seeks to enforce any of the terms of this Agreement in Court or before the Court, the prevailing Party shall be entitled to recover reasonable attorneys' fees and costs.

(n) This Agreement shall bind and inure to the benefit of the Parties hereto and to their respective successors, assigns, legatees, heirs, and personal representatives.

(o) The Parties agree that upon the occurrence of the entry of Judgment pursuant to the terms of this Agreement, this Agreement shall be enforceable by the Court pursuant to Code of Civil Procedure Section 664.6 and the Court shall retain exclusive and continuing equity jurisdiction of this Action over all Parties and Aggrieved Employees to interpret, enforce and effectuate the terms, conditions and obligations of the Agreement.

(p) The Parties have cooperated in the negotiation and preparation of this Agreement. This Agreement and the provisions contained herein shall not be construed or interpreted for or against any Party hereto because that Party drafted or caused that Party's legal representative to draft any of the provisions in the Agreement.

(q) The Parties agree that this settlement is fair, adequate, and reasonable, and will so represent to the Court. In addition, mediator Eve Wagner may, at her discretion, execute a declaration supporting the settlement, and the Court may, in its discretion, contact Eve Wagner to discuss the settlement, and whether the settlement is fair and reasonable.

(r) The Parties agree to fully cooperate with each other to accomplish the terms of this Agreement, including but not limited to execution of such documents, and to take such other action(s) as may reasonably be necessary to implement the terms of this Agreement. The Parties to this Agreement shall use their best efforts, including without limitation all efforts contemplated by this Agreement, to effectuate this Agreement and the terms set forth herein.

(s) Plaintiffs will instruct their counsel not to issue any press releases, initiate any contact with the press, respond to any press inquiry, or have any communication with the press about the Action, and/or the fact, amount or terms of the settlement. Before the date of the filing of the motion for approval of the Settlement, Plaintiffs and Plaintiffs' Counsel will not initiate any contact with Aggrieved Employees or anyone else about the settlement. Plaintiffs will instruct their counsel that Plaintiffs' counsel may post on the internet about the Action or Settlement as long as the post does not identify "SOCAL FOOD GROUP, LP" or "Del Taco" by name.

(t) The Parties represent and acknowledge that they have carefully read and understand all of the provisions of this Agreement. The Parties represent and acknowledge that they have been advised in writing, and have been afforded the right and opportunity to, consult with an attorney prior to executing this Agreement. The Parties have made such investigation of the facts and the law pertaining to the matters described herein and to this Agreement as they deem necessary, and have not relied, and do not rely, on any statement, promise, or representation of fact or law, made by any of the other Parties, or any of their agents, employees, attorneys, or representatives, with regard to any of their rights or asserted rights, or with regard to the advisability of making and executing this Agreement, or with respect to any such matters. The Parties further acknowledge and confirm that the only consideration for their signing this Agreement is the terms and conditions expressly stated in this Agreement, and that no other promise, representation, warranty, inducement or agreement of any kind, other than those set out in this Agreement regarding the PAGA Claims, has been made to them by any person to cause them to sign this Agreement.

(u) Each Party acknowledges and agrees that:

(i) No provision of this Agreement, and no written communication or disclosure between or among the Parties or their attorneys and other advisors, is or was intended to be, nor shall any such communication or disclosure constitute or be construed or be relied upon as, tax advice within the meaning of U.S. Treasury Dept. Circular 230 (31 C.F.R. Part 10, as amended);

(ii) Each Party (a) has relied exclusively upon her, his, or its own, independent legal and tax counsel for advice (including tax advice) in connection with this Agreement, (b) has not entered into this Agreement based upon the recommendation of any Party or any attorney or advisor to any Party, and (c) is not entitled to rely upon any communication or disclosure by any attorney or advisor to any Party to avoid any tax penalty that may be imposed on the Party; and

(iii) No attorney or advisor to any Party has imposed any limitation that protects the confidentiality of any such attorney's or adviser's tax strategies (regardless of whether such limitation is legally binding) upon disclosure by the Party of the tax treatment or tax structure of any transaction, including any transaction contemplated by this Agreement.

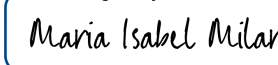
(v) To the extent that any deadline set forth in this Agreement falls on a Saturday, Sunday, or legal holiday, that deadline shall be continued until the following business day.

(w) The Parties agree to stay and hold all proceedings in the Action in abeyance, except such proceedings necessary to implement and complete the Settlement.

IN WITNESS WHEREOF the Parties have voluntarily executed this Settlement Agreement and Release of Claims on the date(s) set forth below. By signing this Agreement, each Party stipulates, agrees, and warrants as follows: (i) that the person signing this Agreement will not challenge or contest in any way the capacity or authority of any Party hereto to enter into this Agreement; and (ii) that the person signing this Agreement has the necessary and appropriate authority and capacity to enter into this Agreement and to make this Agreement fully binding upon and enforceable against the Party on whose behalf the Agreement was signed.

APPROVED AND ACCEPTED.

Dated: 2/22/2023

DocuSigned by:

C960F87C752F423...

Maria Milar

Dated: _____

Maria Rodriguez

Dated: _____

SOCAL FOOD GROUP, LP

By: _____

[Print Name] _____

[Title] _____

(ii) Each Party (a) has relied exclusively upon her, his, or its own, independent legal and tax counsel for advice (including tax advice) in connection with this Agreement, (b) has not entered into this Agreement based upon the recommendation of any Party or any attorney or advisor to any Party, and (c) is not entitled to rely upon any communication or disclosure by any attorney or advisor to any Party to avoid any tax penalty that may be imposed on the Party; and

(iii) No attorney or advisor to any Party has imposed any limitation that protects the confidentiality of any such attorney's or adviser's tax strategies (regardless of whether such limitation is legally binding) upon disclosure by the Party of the tax treatment or tax structure of any transaction, including any transaction contemplated by this Agreement.

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APPROVED AND ACCEPTED.

Dated: _____

2/10/2023
Dated: _____

Dated: _____

Maria Milar

DocuSigned by:
Maria Rodriguez
F52C4F4634BC43F...

Maria Rodriguez

SOCAL FOOD GROUP, LP

By: _____

[Print Name] _____

[Title] _____

(ii) Each Party (a) has relied exclusively upon her, his, or its own, independent legal and tax counsel for advice (including tax advice) in connection with this Agreement, (b) has not entered into this Agreement based upon the recommendation of any Party or any attorney or advisor to any Party, and (c) is not entitled to rely upon any communication or disclosure by any attorney or advisor to any Party to avoid any tax penalty that may be imposed on the Party; and

(iii) No attorney or advisor to any Party has imposed any limitation that protects the confidentiality of any such attorney's or adviser's tax strategies (regardless of whether such limitation is legally binding) upon disclosure by the Party of the tax treatment or tax structure of any transaction, including any transaction contemplated by this Agreement.

(v) To the extent that any deadline set forth in this Agreement falls on a Saturday, Sunday, or legal holiday, that deadline shall be continued until the following business day.

(w) The Parties agree to stay and hold all proceedings in the Action in abeyance, except such proceedings necessary to implement and complete the Settlement.

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APPROVED AND ACCEPTED.

Dated: _____

Maria Milar

Dated: _____

Maria Rodriguez

Dated: 2/24/2023

Ziad Boukai

SOCAL FOOD GROUP, LP

By: Ziad Boukai

[Print Name] Ziad Boukai

[Title] VP

EXHIBIT A

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

MARIA MILAR and MARIA RODRIGUEZ, as “aggrieved employees” and on behalf of “aggrieved employees” under the California Labor Code Private Attorneys General Act,

Plaintiffs,

v.

SOCAL FOOD GROUP, LP d/b/a DEL TACO; and DOES 1 through 10, inclusive,

Defendants.

Case No. 37-2021-00018665-CU-OE-CTL

**NOTICE OF SETTLEMENT OF PRIVATE
ATTORNEYS GENERAL ACT CLAIMS
(CAL. LABOR CODE §§ 2698, *ET SEQ.*)**

You have been identified as a current or former employee of SOCAL FOOD GROUP, LP (“Defendant”) who worked in California at any time starting on February 19, 2020 up to and including October 5, 2022 (“Aggrieved Employee”).

On April 27, 2021, Maria Milar and Maria Rodriguez (collectively “Plaintiffs”) filed a complaint in San Diego County Superior Court (the “Court”) on an individual basis and on a representative basis on behalf of themselves, the State of California and other allegedly Aggrieved Employees to recover civil penalties pursuant to the California Labor Code Private Attorneys General Act of 2004, codified at Labor Code §§ 2698, *et seq.* (“PAGA”). The lawsuit alleges that the Defendant failed to pay minimum, overtime, and double-time wages, failed to pay reporting time pay, failed to provide off-duty meal periods, failed to provide and permit rest periods, failed to provide accurate itemized wage statements, failed to comply with Labor Code sections 201-203, failed to comply with Labor Code section 204, failed to comply with Labor Code section 2802, and violated California Labor Code section 2698, *et seq.* all in alleged violation of California Labor Code Sections 201, 202, 203, 204, 218.6, 226, 226(a), (e), 226.3, 226.7, 510, 512, 512(a), 515(a), 558, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2698, 2699, 2699(f), (g)(1), 2699.3, 2802 and the applicable Industrial Welfare Commission Orders including, but not limited to, Order No. 5-2001.

Defendant denies all of Plaintiffs’ allegations and disputes all of Plaintiffs’ claims.

Plaintiffs and Defendant reached a settlement of the claims for PAGA civil penalties alleged in the lawsuit. The Court approved the settlement on _____. The settlement is for \$330,000.00. However, by law, \$139,491.99 has been paid to the State of California’s Labor and Workforce Development Agency (“LWDA”). An additional \$122,010.68 has been paid to

Plaintiffs' Counsel for its attorneys' fees and costs, Plaintiffs Milar and Rodriguez have each been paid \$7,500.00 as a service payment/general release payment, and \$7,000.00 has been paid to the Settlement Administrator. The remaining settlement funds of approximately \$46,497.33 have been distributed to the Aggrieved Employees as described below.

Pursuant to the settlement agreement, the amount to be distributed to the Aggrieved Employees shall be on a pro-rata basis by multiplying the amount of money available for distribution to the Aggrieved Employees by the ratio of (i) the number of pay periods worked by each individual Aggrieved Employee during the PAGA Period (starting on and including February 19, 2020 up to and including October 5, 2022), and (ii) the total number of pay periods worked by all Aggrieved Employees during the PAGA Period.

The Court-approved Settlement Agreement and Release of Claims ("Agreement") contains the following release of claims, which is meant to bar any future litigation by Plaintiffs, Aggrieved Employees, and the California Labor & Workforce Development Agency ("LWDA"), either directly or through any other proxy or agent:

Upon entry of the Approval Order by the Court approving payment of the PAGA penalties as described in this Agreement, Plaintiffs, individually and as representatives acting as proxies or agents of the LWDA, a State of California Executive Branch Agency, and all Aggrieved Employees, and the State of California shall be deemed to have fully, finally, and forever released, relinquished, and discharged each and all of the Released Parties from any and all claims, demands, rights, liabilities, and/or causes of action for penalties under PAGA that accrued during the PAGA Period and that were asserted in Plaintiffs' LWDA Notice or the Action as well as those that could have been alleged in the Action based on the facts contained therein, including, without limitation, Labor Code Sections 201, 202, 203, 204, 218.6, 226, 226(a), (e), 226.3, 226.7, 510, 512, 512(a) 515(a), 558, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2698, *et seq.*, 2699, 2699(f), (g)(1), 2699.3, 2802, and the applicable Industrial Welfare Commission Orders including, but not limited to, Order No. 5-2001. Plaintiffs and the Aggrieved Employees shall be deemed to have acknowledged and agreed that their claims in this Action are disputed, and that the payments set forth in this Agreement constitute payment of all sums allegedly due to Plaintiffs, the LWDA, and the Aggrieved Employees arising from the PAGA Claims and constitute settlement of all PAGA Claims.

"Action" means the civil action filed by Plaintiffs on April 27, 2021, in San Diego County Superior Court, Case Number 37-2021-00018665-CU-OE-CTL, titled *Maria Milar and Maria Rodriguez v. SOCAL FOOD GROUP, LP d/b/a Del Taco*. The term "Action" shall include any future amended complaints. "LWDA Notice" means the notice that Plaintiffs sent to the LWDA on February 19, 2021 giving notice of their intent to pursue a representative PAGA action, on behalf of themselves, the State of California, and other allegedly aggrieved employees. "Released Parties"

means the Defendant, and each and all of its respective current and former parents, subsidiaries, predecessors and successors, affiliates, corporate members, administrators, operators, shareholders, and their affiliated entities and each of their respective owners, officers, directors, employees, partners, shareholders, and agents, and any other successors, heirs, assigns, or legal representatives, any attorneys, insurers, claim representatives, and their future trustees, parent companies, subsidiaries, divisions, agents, employees, attorneys, representatives, consultants, insurers and reinsurers.

This release of claims does not cover any other claims you may have against Defendant.

If you have any questions or would like a copy of the settlement agreement approved by the Court, please contact the Settlement Administrator at [REDACTED].

EXHIBIT 4

Selection Criteria

Clie.Selection Include: Del Taco
Time.Selection Include: E. Grover
Slip.Classification Open

Rate Info - identifies rate source and level

Slip ID		Timekeeper	Units	Rate	Slip Value
Dates and Time		Activity	DNB Time	Rate Info	
Posting Status		Client	Est. Time	Bill Status	
Description		Reference	Variance		
130299	TIME	E. Grover	1.00	950.00	950.00
12/28/2020		Review	0.00	T@1	
WIP		Del Taco	0.00		
Complete file review and emails with co-counsel and R. Spencer re new case.			0.00		
131233	TIME	E. Grover	0.50	950.00	475.00
2/19/2021		Review	0.00	T@1	
WIP		Del Taco	0.00		
Review and revise draft PAGA letter.			0.00		
133026	TIME	E. Grover	1.00	950.00	950.00
4/26/2021		Review	0.00	T@1	
WIP		Del Taco	0.00		
Review and revise draft complaint.			0.00		
134393	TIME	E. Grover	0.30	950.00	285.00
7/19/2021		Review	0.00	T@1	
WIP		Del Taco	0.00		
Email exchange with defense counsel re responsive pleading.			0.00		
134654	TIME	E. Grover	1.00	950.00	950.00
7/23/2021		Review	0.00	T@1	
WIP		Del Taco	0.00		
Review and revise draft discovery.			0.00		
134789	TIME	E. Grover	0.20	950.00	190.00
8/6/2021		Review	0.00	T@1	
WIP		Del Taco	0.00		
Review answer to complaint.			0.00		
134811	TIME	E. Grover	0.20	950.00	190.00
8/9/2021		E-mail	0.00	T@1	
WIP		Del Taco	0.00		
Emails with defense counsel re mediation.			0.00		
135231	TIME	E. Grover	0.90	950.00	855.00
8/19/2021		E-mail	0.00	T@1	
WIP		Del Taco	0.00		
Multiple emails with defense counsel re mediation;			0.00		

3/16/2023
10:39 AM

Keller Grover LLP
Slip Listing

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Slip ID		Timekeeper	Units	Rate	Slip Value
Dates and Time		Activity	DNB Time	Rate Info	
Posting Status		Client	Est. Time	Bill Status	
Description		Reference	Variance		
research several proposed mediators.					
135242	TIME	E. Grover	0.20	950.00	190.00
8/20/2021		Attend	0.00	T@1	
WIP		Del Taco	0.00		
Emails with defense counsel re mediation.			0.00		
135260	TIME	E. Grover	0.20	950.00	190.00
8/23/2021		E-mail	0.00	T@1	
WIP		Del Taco	0.00		
Emails re mediation.			0.00		
136179	TIME	E. Grover	0.50	950.00	475.00
9/28/2021		Review	0.00	T@1	
WIP		Del Taco	0.00		
Edit several versions of mediation information request; emails with R. Spencer re same.			0.00		
140411	TIME	E. Grover	0.20	950.00	190.00
4/15/2022		E-mail	0.00	T@1	
WIP		Del Taco	0.00		
Email defense counsel re mediation information.			0.00		
140494	TIME	E. Grover	0.10	950.00	95.00
4/28/2022		E-mail	0.00	T@1	
WIP		Del Taco	0.00		
Emails re mediation.			0.00		
140518	TIME	E. Grover	0.20	950.00	190.00
5/2/2022		Discuss	0.00	T@1	
WIP		Del Taco	0.00		
Discuss mediation issues with R Spencer.			0.00		
140536	TIME	E. Grover	0.10	950.00	95.00
5/4/2022		E-mail	0.00	T@1	
WIP		Del Taco	0.00		
Emails re moving mediation.			0.00		
141414	TIME	E. Grover	0.10	950.00	95.00
7/12/2022		Review	0.00	T@1	
WIP		Del Taco	0.00		
Review order re case management conference.			0.00		
142262	TIME	E. Grover	3.50	950.00	3325.00
9/29/2022		Review	0.00	T@1	
WIP		Del Taco	0.00		
Review and revise final draft of mediation brief; draft settlement agreement and emails re same.			0.00		

Slip ID		Timekeeper	Units	Rate	Slip Value
Dates and Time		Activity	DNB Time	Rate Info	
Posting Status		Client	Est. Time	Bill Status	
Description		Reference	Variance		
142805	TIME	E. Grover	0.50	950.00	475.00
9/20/2022		E-mail	0.00	T@1	
WIP		Del Taco	0.00		
Emails and discussion with R Spencer re mediation.			0.00		
142841	TIME	E. Grover	1.80	950.00	1710.00
9/28/2022		Review	0.00	T@1	
WIP		Del Taco	0.00		
Review mediation data provided by defendant; emails with R Spencer and co-counsel re same; review and revise draft mediation brief.			0.00		
142887	TIME	E. Grover	1.50	950.00	1425.00
10/3/2022		Review	0.00	T@1	
WIP		Del Taco	0.00		
Send draft settlement agreement to defense counsel; review sampling data.			0.00		
142892	TIME	E. Grover	0.90	950.00	855.00
10/4/2022		Discuss	0.00	T@1	
WIP		Del Taco	0.00		
Discuss mediation strategy with R Spencer; prepare for mediation.			0.00		
142898	TIME	E. Grover	2.00	950.00	1900.00
10/5/2022		Discussion with	0.00	T@1	
WIP		Del Taco	0.00		
Various discussions and emails with R Spencer during mediation.			0.00		
142932	TIME	E. Grover	0.20	950.00	190.00
10/11/2022		E-mail	0.00	T@1	
WIP		Del Taco	0.00		
Emails re settlement agreement.			0.00		
143106	TIME	E. Grover	2.50	950.00	2375.00
10/13/2022		Review	0.00	T@1	
WIP		Del Taco	0.00		
Review and revise defendant's draft settlement agreement.			0.00		
143324	TIME	E. Grover	0.10	950.00	95.00
10/27/2022		Review	0.00	T@1	
WIP		Del Taco	0.00		
Review email re status of settlement agreement.			0.00		
143474	TIME	E. Grover	0.20	950.00	190.00
11/3/2022		E-mail	0.00	T@1	
WIP		Del Taco	0.00		
Email defense counsel re settlement agreement.			0.00		

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10:39 AM

Keller Grover LLP
Slip Listing

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Slip ID		Timekeeper	Units	Rate	Slip Value
Dates and Time		Activity	DNB Time	Rate Info	
Posting Status		Client	Est. Time	Bill Status	
Description		Reference	Variance		
143649	TIME	E. Grover	0.10	950.00	95.00
11/11/2022		E-mail	0.00	T@1	
WIP		Del Taco	0.00		
Email defense counsel re settlement agreement and review.			0.00		
143678	TIME	E. Grover	0.10	950.00	95.00
11/22/2022		E-mail	0.00	T@1	
WIP		Del Taco	0.00		
Email defense counsel re settlement agreement.			0.00		
143687	TIME	E. Grover	0.10	950.00	95.00
11/27/2022		E-mail	0.00	T@1	
WIP		Del Taco	0.00		
Email defense counsel re status of settlement agreement.			0.00		
143742	TIME	E. Grover	1.00	950.00	950.00
11/30/2022		Draft	0.00	T@1	
WIP		Del Taco	0.00		
Work on next draft of settlement agreement.			0.00		
143795	TIME	E. Grover	1.20	950.00	1140.00
12/3/2022		E-mail	0.00	T@1	
WIP		Del Taco	0.00		
Finish review of next draft of settlement agreement and emails re same.			0.00		
143818	TIME	E. Grover	0.20	950.00	190.00
12/7/2022		E-mail	0.00	T@1	
WIP		Del Taco	0.00		
Emails with defense counsel re settlement agreement.			0.00		
144341	TIME	E. Grover	0.10	950.00	95.00
12/11/2022		E-mail	0.00	T@1	
WIP		Del Taco	0.00		
Emails re call re settlement agreement.			0.00		
144342	TIME	E. Grover	0.50	950.00	475.00
12/12/2022		Review	0.00	T@1	
WIP		Del Taco	0.00		
Pc/ R Spencer and defense counsel re settlement agreement; emails re ex parte application.			0.00		
144343	TIME	E. Grover	0.20	950.00	190.00
12/20/2022		Phone Calls	0.00	T@1	
WIP		Del Taco	0.00		
Pc/ mediator re settlement agreement issues.			0.00		

3/16/2023
10:39 AM

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Slip Listing

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Slip ID		Timekeeper	Units	Rate	Slip Value
Dates and Time		Activity	DNB Time	Rate Info	
Posting Status		Client	Est. Time	Bill Status	
Description		Reference	Variance		
144345	TIME	E. Grover	0.10	950.00	95.00
1/5/2023		E-mail	0.00	T@1	
WIP		Del Taco	0.00		
Email defense counsel re settlement status.			0.00		
144346	TIME	E. Grover	0.10	950.00	95.00
1/10/2023		E-mail	0.00	T@1	
WIP		Del Taco	0.00		
Email exchange with defense counsel re settlement.			0.00		
144348	TIME	E. Grover	0.20	950.00	190.00
1/11/2023		E-mail	0.00	T@1	
WIP		Del Taco	0.00		
Emails with mediator re settlement agreement.			0.00		
144349	TIME	E. Grover	0.50	950.00	475.00
1/14/2023		Review	0.00	T@1	
WIP		Del Taco	0.00		
Review Judge Medel orders; email mediator re settlement agreement.			0.00		
144350	TIME	E. Grover	0.30	950.00	285.00
1/16/2023		E-mail	0.00	T@1	
WIP		Del Taco	0.00		
Emails with mediator re settlement agreement issues.			0.00		
144353	TIME	E. Grover	0.70	950.00	665.00
1/26/2023		Review	0.00	T@1	
WIP		Del Taco	0.00		
Review and revise next version of settlement agreement and email to defense counsel.			0.00		
144354	TIME	E. Grover	0.20	950.00	190.00
1/27/2023		Review	0.00	T@1	
WIP		Del Taco	0.00		
Review joint case management conference statement.			0.00		
144355	TIME	E. Grover	0.20	950.00	190.00
1/31/2023		E-mail	0.00	T@1	
WIP		Del Taco	0.00		
Emails with mediator re settlement agreement.			0.00		
144357	TIME	E. Grover	0.20	950.00	190.00
2/7/2023		E-mail	0.00	T@1	
WIP		Del Taco	0.00		
Emails re settlement agreement and approval motion.			0.00		

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Slip ID		Timekeeper	Units	Rate	Slip Value
Dates and Time		Activity	DNB Time	Rate Info	
Posting Status		Client	Est. Time	Bill Status	
Description		Reference	Variance		
144360	TIME	E. Grover	0.50	950.00	475.00
2/7/2023		E-mail	0.00	T@1	
WIP		Del Taco	0.00		
Emails re cmc and correction to settlement agreement.			0.00		
144361	TIME	E. Grover	1.50	950.00	1425.00
2/7/2023		Review	0.00	T@1	
WIP		Del Taco	0.00		
Work on PAGA approval motion.			0.00		
144362	TIME	E. Grover	0.80	950.00	760.00
3/5/2023		Review	0.00	T@1	
WIP		Del Taco	0.00		
Update draft approval motion and email E Acevedo re same.			0.00		
144430	TIME	E. Grover	1.00	950.00	950.00
3/7/2023		Review	0.00	T@1	
WIP		Del Taco	0.00		
Update approval motion papers and send to defense counsel for review.			0.00		
144445	TIME	E. Grover	0.90	950.00	855.00
3/13/2023		Review	0.00	T@1	
WIP		Del Taco	0.00		
Update PAGA approval motion papers.			0.00		
144446	TIME	E. Grover	1.10	950.00	1045.00
3/15/2023		Review	0.00	T@1	
WIP		Del Taco	0.00		
Final review and revision of motion papers.			0.00		
Grand Total					
		Billable	31.70		30115.00
		Unbillable	0.00		0.00
		Total	31.70		30115.00

EXHIBIT 5

Selection Criteria	
Clie.Selection	Include: Del Taco
Time.Selection	Include: E. Acevedo
Slip.Classification	Open

Rate Info - identifies rate source and level

Slip ID		Timekeeper	Units	Rate	Slip Value
Dates and Time		Activity	DNB Time	Rate Info	
Posting Status		Client	Est. Time	Bill Status	
Description		Reference	Variance		
144230	TIME	E. Acevedo	7.50	675.00	5062.50
2/8/2023		Other	0.00	T@1	
WIP		Del Taco	0.00		
Draft motion for approval of PAGA settlement and motion for award of attorneys' fees and costs.			0.00		
144231	TIME	E. Acevedo	3.80	675.00	2565.00
2/9/2023		Other	0.00	T@1	
WIP		Del Taco	0.00		
Draft motion for approval of PAGA settlement and motion for award of attorneys' fees and costs.			0.00		
144333	TIME	E. Acevedo	6.50	675.00	4387.50
3/6/2023		Other	0.00	T@1	
WIP		Del Taco	0.00		
Draft motion for approval of PAGA settlement, motion for attorneys' fees and costs and accompanying documents.			0.00		
144416	TIME	E. Acevedo	1.70	675.00	1147.50
3/9/2023		Other	0.00	T@1	
WIP		Del Taco	0.00		
Draft motion for PAGA approval and motion for attorneys' fees and costs and accompanying documents.			0.00		
Grand Total					
			Billable	19.50	13162.50
			Unbillable	0.00	0.00
			Total	19.50	13162.50

EXHIBIT 6

Selection Criteria	
Clie.Selection	Include: Del Taco
Time.Selection	Include: R. Spencer
Slip.Classification	Open

Rate Info - identifies rate source and level

Slip ID		Timekeeper	Units	Rate	Slip Value
Dates and Time		Activity	DNB Time	Rate Info	
Posting Status		Client	Est. Time	Bill Status	
Description		Reference	Variance		
129838	TIME	R. Spencer	1.20	675.00	810.00
12/29/2020		Other	0.00	T@1	
WIP		Del Taco	0.00		
Review e-mails and case file.			0.00		
129916	TIME	R. Spencer	0.40	675.00	270.00
1/4/2021		Other	0.00	T@1	
WIP		Del Taco	0.00		
E-mail co-counsel regarding intake sheet for Plaintiff			0.00		
Milar; review and save client files to the system.					
129929	TIME	R. Spencer	0.50	675.00	337.50
1/5/2021		Other	0.00	T@1	
WIP		Del Taco	0.00		
Discuss case with J. Gonzalez; telephone Plaintiffs			0.00		
and leave messages.					
130052	TIME	R. Spencer	5.30	675.00	3577.50
1/6/2021		Other	0.00	T@1	
WIP		Del Taco	0.00		
Draft PAGA letter.			0.00		
130095	TIME	R. Spencer	1.00	675.00	675.00
1/11/2021		Other	0.00	T@1	
WIP		Del Taco	0.00		
Interview Plaintiff Milar.			0.00		
130096	TIME	R. Spencer	0.70	675.00	472.50
1/11/2021		Other	0.00	T@1	
WIP		Del Taco	0.00		
Edit PAGA letter.			0.00		
130103	TIME	R. Spencer	0.10	675.00	67.50
1/12/2021		Other	0.00	T@1	
WIP		Del Taco	0.00		
E-mail E. Grover status update.			0.00		
131057	TIME	R. Spencer	0.80	675.00	540.00
2/19/2021		Other	0.00	T@1	
WIP		Del Taco	0.00		
Finalize PAGA letter; upload to LWDA; send copies			0.00		

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Slip ID		Timekeeper	Units	Rate	Slip Value
Dates and Time		Activity	DNB Time	Rate Info	
Posting Status		Client	Est. Time	Bill Status	
Description		Reference	Variance		
to E. Grover to provide to co-counsel.					
132341	TIME	R. Spencer	3.50	675.00	2362.50
4/23/2021		Other	0.00	T@1	
WIP		Del Taco	0.00		
Draft first amended complaint.			0.00		
132350	TIME	R. Spencer	3.00	675.00	2025.00
4/25/2021		Other	0.00	T@1	
WIP		Del Taco	0.00		
Draft complaint.			0.00		
132352	TIME	R. Spencer	1.60	675.00	1080.00
4/26/2021		Other	0.00	T@1	
WIP		Del Taco	0.00		
Proof and edit PAGA complaint.			0.00		
132357	TIME	R. Spencer	0.50	675.00	337.50
4/26/2021		Other	0.00	T@1	
WIP		Del Taco	0.00		
Enter E. Grover's changes to the complaint; e-mail separately to each plaintiff; telephone each plaintiff and leave messages.			0.00		
132371	TIME	R. Spencer	1.00	675.00	675.00
4/27/2021		Other	0.00	T@1	
WIP		Del Taco	0.00		
Review San Diego local rules and e-filing rules; prepare complaint package; have staff file same.			0.00		
133774	TIME	R. Spencer	2.40	675.00	1620.00
6/23/2021		Other	0.00	T@1	
WIP		Del Taco	0.00		
Begin drafting discovery.			0.00		
133922	TIME	R. Spencer	2.00	675.00	1350.00
7/8/2021		Other	0.00	T@1	
WIP		Del Taco	0.00		
Draft discovery.			0.00		
134166	TIME	R. Spencer	2.30	675.00	1552.50
7/16/2021		Other	0.00	T@1	
WIP		Del Taco	0.00		
Continue drafting discovery to Defendant.			0.00		
134186	TIME	R. Spencer	3.00	675.00	2025.00
7/19/2021		Other	0.00	T@1	
WIP		Del Taco	0.00		
Draft request for production of documents.			0.00		

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Slip ID		Timekeeper	Units	Rate	Slip Value
Dates and Time		Activity	DNB Time	Rate Info	
Posting Status		Client	Est. Time	Bill Status	
Description		Reference	Variance		
134190	TIME	R. Spencer	4.00	675.00	2700.00
7/20/2021		Other	0.00	T@1	
WIP		Del Taco	0.00		
Finish first draft of discovery requests; e-mail to E. Grover for review.			0.00		
134417	TIME	R. Spencer	0.30	675.00	202.50
7/23/2021		Other	0.00	T@1	
WIP		Del Taco	0.00		
Telephone call with opposing counsel; update E. Grover and co-counsel.			0.00		
134418	TIME	R. Spencer	2.00	675.00	1350.00
7/23/2021		Other	0.00	T@1	
WIP		Del Taco	0.00		
Finalize and serve discovery.			0.00		
134694	TIME	R. Spencer	0.10	675.00	67.50
8/6/2021		Other	0.00	T@1	
WIP		Del Taco	0.00		
E-mail opposing counsel.			0.00		
134887	TIME	R. Spencer	0.10	675.00	67.50
8/16/2021		Other	0.00	T@1	
WIP		Del Taco	0.00		
Review case e-mails after returning from vacation.			0.00		
134969	TIME	R. Spencer	0.10	675.00	67.50
8/24/2021		Other	0.00	T@1	
WIP		Del Taco	0.00		
Respond to e-mails from opposing counsel; confirm discovery stay.			0.00		
135679	TIME	R. Spencer	5.50	675.00	3712.50
9/27/2021		Other	0.00	T@1	
WIP		Del Taco	0.00		
Draft mediation information request; send to E. Grover for review.			0.00		
135682	TIME	R. Spencer	1.00	675.00	675.00
9/28/2021		Other	0.00	T@1	
WIP		Del Taco	0.00		
Recieve edits on mediation information request from E. Grover; edit further; send to E. Grover for further review.			0.00		
135686	TIME	R. Spencer	0.70	675.00	472.50
9/28/2021		Other	0.00	T@1	
WIP		Del Taco	0.00		
Finalize and e-mail mediation information request to opposing counsel; calendar dates.			0.00		

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Slip ID		Timekeeper	Units	Rate	Slip Value
Dates and Time		Activity	DNB Time	Rate Info	
Posting Status		Client	Est. Time	Bill Status	
Description		Reference	Variance		
139442	TIME	R. Spencer	0.20	675.00	135.00
5/3/2022		Other	0.00	T@1	
WIP		Del Taco	0.00		
E-mails with opposing counsel regarding continuing mediation.			0.00		
140748	TIME	R. Spencer	0.30	675.00	202.50
6/20/2022		Other	0.00	T@1	
WIP		Del Taco	0.00		
Review and edit stipulation to continue case management conference; send to opposing counsel.			0.00		
141989	TIME	R. Spencer	0.10	675.00	67.50
8/31/2022		Other	0.00	T@1	
WIP		Del Taco	0.00		
E-mail opposing counsel.			0.00		
142148	TIME	R. Spencer	0.10	675.00	67.50
9/19/2022		Other	0.00	T@1	
WIP		Del Taco	0.00		
E-mail opposing counsel.			0.00		
142154	TIME	R. Spencer	0.20	675.00	135.00
9/20/2022		Other	0.00	T@1	
WIP		Del Taco	0.00		
E-mails and telephone calls with opposing counsel.			0.00		
142177	TIME	R. Spencer	0.20	675.00	135.00
9/21/2022		Other	0.00	T@1	
WIP		Del Taco	0.00		
Telephone call with Plaintiff Rodriguez.			0.00		
142182	TIME	R. Spencer	0.50	675.00	337.50
9/21/2022		Other	0.00	T@1	
WIP		Del Taco	0.00		
Review stipulation; edit same; sign and return to opposing counsel.			0.00		
142185	TIME	R. Spencer	0.10	675.00	67.50
9/22/2022		Other	0.00	T@1	
WIP		Del Taco	0.00		
Telephone Plaintiff Milar; leave detailed message.			0.00		
142186	TIME	R. Spencer	0.50	675.00	337.50
9/22/2022		Other	0.00	T@1	
WIP		Del Taco	0.00		
Draft and send letter to Plaintiff Rodriguez.			0.00		
142188	TIME	R. Spencer	0.60	675.00	405.00
9/22/2022		Other	0.00	T@1	
WIP		Del Taco	0.00		

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Slip ID		Timekeeper	Units	Rate	Slip Value
Dates and Time		Activity	DNB Time	Rate Info	
Posting Status		Client	Est. Time	Bill Status	
Description		Reference	Variance		
Telephone call with Plaintiff Milar; draft and send letter to Plaintiff.			0.00		
142193	TIME	R. Spencer	4.80	675.00	3240.00
9/25/2022		Other	0.00	T@1	
WIP		Del Taco	0.00		
Draft mediation brief.			0.00		
142205	TIME	R. Spencer	0.10	675.00	67.50
9/26/2022		Other	0.00	T@1	
WIP		Del Taco	0.00		
Respond to e-mail from opposing counsel.			0.00		
142206	TIME	R. Spencer	3.50	675.00	2362.50
9/26/2022		Other	0.00	T@1	
WIP		Del Taco	0.00		
Edit mediation brief regarding Viking River section.			0.00		
142216	TIME	R. Spencer	0.10	675.00	67.50
9/27/2022		Other	0.00	T@1	
WIP		Del Taco	0.00		
E-mail opposing counsel.			0.00		
142217	TIME	R. Spencer	0.10	675.00	67.50
9/27/2022		Other	0.00	T@1	
WIP		Del Taco	0.00		
E-mail opposing co-counsel; provide status update on brief.			0.00		
142219	TIME	R. Spencer	2.60	675.00	1755.00
9/28/2022		Other	0.00	T@1	
WIP		Del Taco	0.00		
Edit mediation brief due to not receiving documents and information; send to M. DeSario for review.			0.00		
142221	TIME	R. Spencer	2.70	675.00	1822.50
9/28/2022		Other	0.00	T@1	
WIP		Del Taco	0.00		
Receive documents from Defendant; edit mediation brief accordingly; send to M. Desario for review.			0.00		
142225	TIME	R. Spencer	0.80	675.00	540.00
9/28/2022		Other	0.00	T@1	
WIP		Del Taco	0.00		
Legal research regarding lack of a written policy supports finding of a meal period violation.			0.00		

Slip ID		Timekeeper	Units	Rate	Slip Value
Dates and Time		Activity	DNB Time	Rate Info	
Posting Status		Client	Est. Time	Bill Status	
Description		Reference	Variance		
142226	TIME	R. Spencer	5.50	675.00	3712.50
9/29/2022		Other	0.00	T@1	
WIP		Del Taco	0.00		
Finalize and send out mediation brief.			0.00		
142233	TIME	R. Spencer	3.00	675.00	2025.00
10/2/2022		Other	0.00	T@1	
WIP		Del Taco	0.00		
Audit Plaintiffs' meal period records.			0.00		
142252	TIME	R. Spencer	0.30	675.00	202.50
10/3/2022		Other	0.00	T@1	
WIP		Del Taco	0.00		
Telephone call with Plaintiff Milar.			0.00		
142253	TIME	R. Spencer	0.20	675.00	135.00
10/3/2022		Other	0.00	T@1	
WIP		Del Taco	0.00		
Telephone call with Plaintiff Milar.			0.00		
142254	TIME	R. Spencer	0.90	675.00	607.50
10/3/2022		Other	0.00	T@1	
WIP		Del Taco	0.00		
Work on damage calculation.			0.00		
142255	TIME	R. Spencer	0.40	675.00	270.00
10/3/2022		Other	0.00	T@1	
WIP		Del Taco	0.00		
Review arbitration agreement for additional issues.			0.00		
142259	TIME	R. Spencer	0.50	675.00	337.50
10/3/2022		Other	0.00	T@1	
WIP		Del Taco	0.00		
Review additional documents for Plaintiffs.			0.00		
142260	TIME	R. Spencer	2.50	675.00	1687.50
10/3/2022		Other	0.00	T@1	
WIP		Del Taco	0.00		
Review sample created by Defendant.			0.00		
142304	TIME	R. Spencer	0.30	675.00	202.50
10/4/2022		Other	0.00	T@1	
WIP		Del Taco	0.00		
Respond to e-mails from co-counsel.			0.00		
142317	TIME	R. Spencer	8.50	675.00	5737.50
10/4/2022		Other	0.00	T@1	
WIP		Del Taco	0.00		
Review time and payroll sample produced by Defendant; prepare for mediation.			0.00		

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Slip ID		Timekeeper	Units	Rate	Slip Value
Dates and Time		Activity	DNB Time	Rate Info	
Posting Status		Client	Est. Time	Bill Status	
Description		Reference	Variance		
142334	TIME	R. Spencer	7.00	675.00	4725.00
10/5/2022		Other	0.00	T@1	
WIP		Del Taco	0.00		
Attend mediation.			0.00		
142336	TIME	R. Spencer	0.30	675.00	202.50
10/5/2022		Other	0.00	T@1	
WIP		Del Taco	0.00		
Telephone Plaintiffs, provide updates after mediation.			0.00		
142422	TIME	R. Spencer	0.10	675.00	67.50
10/12/2022		Other	0.00	T@1	
WIP		Del Taco	0.00		
E-mail opposing counsel.			0.00		
142423	TIME	R. Spencer	0.70	675.00	472.50
10/12/2022		Other	0.00	T@1	
WIP		Del Taco	0.00		
Draft joint case management conference statement; send to opposing counsel.			0.00		
142424	TIME	R. Spencer	0.80	675.00	540.00
10/12/2022		Other	0.00	T@1	
WIP		Del Taco	0.00		
Review settlement agreement draft provided by opposing counsel.			0.00		
142429	TIME	R. Spencer	0.20	675.00	135.00
10/13/2022		Other	0.00	T@1	
WIP		Del Taco	0.00		
Telephone call with Plaintiff Milar.			0.00		
142430	TIME	R. Spencer	0.10	675.00	67.50
10/13/2022		Other	0.00	T@1	
WIP		Del Taco	0.00		
Telephone Plaintiff Rodriguez.			0.00		
142939	TIME	R. Spencer	0.20	675.00	135.00
10/27/2022		Other	0.00	T@1	
WIP		Del Taco	0.00		
Check for tentative regarding case management conference; check calendar for case management conference to see if there are any changes; e-mail opposing counsel for status update.			0.00		
142940	TIME	R. Spencer	0.70	675.00	472.50
10/28/2022		Other	0.00	T@1	
WIP		Del Taco	0.00		
Attend case management conference.			0.00		

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Slip ID		Timekeeper	Units	Rate	Slip Value
Dates and Time		Activity	DNB Time	Rate Info	
Posting Status		Client	Est. Time	Bill Status	
Description		Reference	Variance		
143297	TIME	R. Spencer	4.00	675.00	2700.00
12/8/2022		Other	0.00	T@1	
WIP		Del Taco	0.00		
Review e-mails regarding settlement; draft ex parte application regarding extension of automatic dismissal date.			0.00		
143310	TIME	R. Spencer	0.80	675.00	540.00
12/12/2022		Other	0.00	T@1	
WIP		Del Taco	0.00		
Prepare for and participate in conference call regarding settlement.			0.00		
143311	TIME	R. Spencer	4.00	675.00	2700.00
12/12/2022		Other	0.00	T@1	
WIP		Del Taco	0.00		
Edit ex parte application based on conference call; draft proposed order; e-mail same to opposing counsel.			0.00		
143317	TIME	R. Spencer	3.00	675.00	2025.00
12/13/2022		Other	0.00	T@1	
WIP		Del Taco	0.00		
Edits to ex parte application and e-mails to opposing counsel; prepare for filing.			0.00		
143359	TIME	R. Spencer	1.50	675.00	1012.50
12/15/2022		Other	0.00	T@1	
WIP		Del Taco	0.00		
Attend ex parte hearing; includes wait time.			0.00		
143854	TIME	R. Spencer	0.20	675.00	135.00
1/27/2023		Other	0.00	T@1	
WIP		Del Taco	0.00		
Respond to questions from Plaintiff Milar.			0.00		
143859	TIME	R. Spencer	0.50	675.00	337.50
1/27/2023		Other	0.00	T@1	
WIP		Del Taco	0.00		
Draft case management conference statement; e-mail to Defendant; receive signature and file/serve.			0.00		
144122	TIME	R. Spencer	0.50	675.00	337.50
2/7/2023		Other	0.00	T@1	
WIP		Del Taco	0.00		
Telephone Plaintiff Rodriguez; review settlement agreement; send via docusign.			0.00		

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Slip ID		Timekeeper	Units	Rate	Slip Value
Dates and Time		Activity	DNB Time	Rate Info	
Posting Status		Client	Est. Time	Bill Status	
Description		Reference	Variance		
144124	TIME	R. Spencer	0.10	675.00	67.50
2/7/2023		Other	0.00	T@1	
WIP		Del Taco	0.00		
Telephone Plaintiff Milar.			0.00		
144154	TIME	R. Spencer	0.30	675.00	202.50
2/9/2023		Other	0.00	T@1	
WIP		Del Taco	0.00		
Review local rules for reserving PAGA approval motion hearing date; e-mail opposing counsel; followup telephone call with opposing counsel.			0.00		
144163	TIME	R. Spencer	1.20	675.00	810.00
2/10/2023		Other	0.00	T@1	
WIP		Del Taco	0.00		
Attend case management conference; includes wait time.			0.00		
144165	TIME	R. Spencer	0.60	675.00	405.00
2/10/2023		Other	0.00	T@1	
WIP		Del Taco	0.00		
Telephone call with Plaintiff Milar.			0.00		
144169	TIME	R. Spencer	0.50	675.00	337.50
2/10/2023		Other	0.00	T@1	
WIP		Del Taco	0.00		
Review updated settlement that corrects typos; e-mail opposing counsel regarding typos; send to plaintiffs for signature; telephone Plaintiffs regarding same.			0.00		
144218	TIME	R. Spencer	0.30	675.00	202.50
2/17/2023		Other	0.00	T@1	
WIP		Del Taco	0.00		
Telephone and text Plaintiff Milar.			0.00		
144271	TIME	R. Spencer	0.20	675.00	135.00
2/22/2023		Other	0.00	T@1	
WIP		Del Taco	0.00		
Telephone Plaintiff Milar.			0.00		
144392	TIME	R. Spencer	3.00	675.00	2025.00
3/8/2023		Other	0.00	T@1	
WIP		Del Taco	0.00		
Draft Plaintiff Milar and Plaintiff Rodriguez declarations in support of PAGA approval; telephone and discuss with Plaintiff Rodriguez and send for signature via DocuSign; leave message for Plaintiff Milar and send via DocuSign; Draft Spencer Declaration in support of PAGA approval.			0.00		

Slip ID	Timekeeper	Units	Rate	Slip Value
Dates and Time	Activity	DNB Time	Rate Info	
Posting Status	Client	Est. Time	Bill Status	
Description	Reference	Variance		
Grand Total				
	Billable	113.50		76612.50
	Unbillable	0.00		0.00
	Total	113.50		76612.50

EXHIBIT 7

Keller Grover

Transaction Detail by Account

All Dates

	Date	Transaction Type	Name	Class	Amount
Case Expenses Receivable					
\$FedEx					
	10/03/2022	Expense	FedEx	Del Taco	90.17
Total for \$FedEx					\$ 90.17
\$Filing & Court Fees					
	02/21/2021	Expense	LWDA	Del Taco	75.00
	04/29/2021	Expense	One Legal, Inc.	Del Taco	1,489.69
	06/27/2021	Expense	One Legal, Inc.	Del Taco	163.18
	06/30/2021	Expense	One Legal, Inc.	Del Taco	12.35
	09/30/2022	Expense	Superior Court	Del Taco	4.00
	09/30/2022	Expense	Superior Court	Del Taco	1.00
	10/16/2022	Expense	One Legal, Inc.	Del Taco	12.87
	10/16/2022	Expense	One Legal, Inc.	Del Taco	42.21
	12/15/2022	Expense	One Legal, Inc.	Del Taco	74.64
	12/18/2022	Expense	One Legal, Inc.	Del Taco	53.28
Total for \$Filing & Court Fees					\$ 1,928.22
\$Mediation Fee					
	09/06/2022	Bill	Signature Resolution	Del Taco	4,725.00
Total for \$Mediation Fee					\$ 4,725.00
\$Postage					
	03/09/2021	Journal Entry		Del Taco	6.96
	09/15/2021	Journal Entry		Del Taco	7.20
Total for \$Postage					\$ 14.16
\$Photocopies					
		General Journal	Keller Grover Copy Cost 877 x .20		175.40
Total · \$Photocopies					175.40
\$Research					
	05/12/2021	Bill	LexisNexis, RELX Inc.	Del Taco	1.56
	10/05/2022	Bill	LexisNexis, RELX Inc.	Del Taco	56.67
	11/09/2022	Bill	LexisNexis, RELX Inc.	Del Taco	2.94
Total for \$Research					\$ 61.17
Total for Case Expenses Receivable					\$ 6,866.20

PROOF OF SERVICE

I, JOEY GONZALEZ, am employed in the County of San Francisco, State of California. I am over the age of eighteen and not a party to the within action. My business address is 1965 Market Street, San Francisco, California 94103. On **March 17, 2023**, in the case of *Milar, et al. v. Socal Food Group, L.P. d/b/a Del Taco*, San Diego Superior Court Case Number 37-2021-00018665-CU-OE-CTL, I served the foregoing document(s):

DECLARATION OF ERIC A. GROVER IN SUPPORT OF MOTION FOR FINAL APPROVAL OF PAGA SETTLEMENT AND MOTION FOR AWARD OF ATTORNEYS' FEES AND COSTS, PLAINTIFFS' SERVICE AWARDS AND SETTLEMENT ADMINISTRATION COSTS

on the interested party(ies) below, using the following means:

Beth A. Kahn, Esq.
Ryan C. McKim, Esq.

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Attorneys for Plaintiffs
MARIA MILAR & MARIA RODRIGUEZ

☒	(BY ELECTRONIC SERVICE) by electronically mailing a true and correct copy in PDF format through our electronic mail system to the email address(es) set forth above, or as stated on the attached service list per agreement between the parties.
☒	(STATE) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.



JOEY GONZALEZ