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SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF LOS ANGELES

BREANN HOWARD, an individual, on behalf
of herself, and on behalf of all persons similarly
situated,

Plaintiff,

vs.

KOULAX ENTERPRISES, a California
Corporation; and DOES 1 through 50, Inclusive;

Defendants.

Case No: 21GDCV01154

**DECLARATION OF JEAN-CLAUDE
LAPUYADE, ESQ. IN SUPPORT OF
PLAINTIFF'S MOTION TO APPROVE
PAGA SETTLEMENT**

Date: January 14, 2026

Time: 8:30 a.m.

Reservation ID: 465957180582

Judge: Lauren A. R. Lofton

Dept.: X

1 I, Jean-Claude Lapuyade, declare as follows:

2 1. I am the managing partner of the law firm of JCL Law Firm, APC, co-lead counsel of
3 record for Plaintiff Breann Howard (“Plaintiff”) in this matter. As such, I am fully familiar with the
4 facts, pleadings, and history of the matter. The following facts are within my own personal knowledge,
5 and if called as a witness, I could testify competently to the matters stated herein.

6 2. This declaration is being submitted in support of the Motion for Approval of PAGA
7 Settlement with Defendant Koulox Enterprises. (“Defendant”).

8 3. A true and correct copy of the fully executed PAGA Settlement Agreement
9 (“Agreement”) is attached hereto as **Exhibit #1**.

10 4. A true and correct copy of Plaintiff’s April 9, 2021, Notice of Violations filed with the
11 Labor and Workforce Development Agency (“PAGA Notice”) is attached hereto as **Exhibit #2**.

12 5. A true and correct copy of the proof of filing with the LWDA of Motion for Approval of
13 PAGA Settlement, is attached hereto as **Exhibit #3**. Included with the Motion is a copy of the
14 Agreement.

15 6. A true and correct copy of the JCL Law Firm, APC, “Time and Billing Journal” as of
16 November 12, 2025, is attached hereto as **Exhibit #4**.

17 7. A true and correct copy of the JCL Law Firm, APC, “Transaction Summary” as of
18 November 12, 2025, is attached hereto as **Exhibit #5**.

19 8. A true and correct copy of the JCL Law Firm, APC, Firm Resume is attached hereto as
20 **Exhibit #6**.

21 I. INTRODUCTION

22 9. An objective evaluation of the proposed settlement confirms that the relief negotiated on
23 behalf of the Aggrieved Employees and the LWDA is fair, reasonable, and valuable. The Settlement is
24 a product of informed, adversarial, and non-collusive and mediated negotiations between experienced
25 counsel. As discussed below, the proposed Settlement satisfies all criteria for PAGA settlement
26 approval. Accordingly, Plaintiff and PAGA Counsel respectfully request this Court grant approval of
27 the Agreement. PAGA Counsel’s Qualifications are set forth in the Firm Resume attached hereto as
28 **Exhibit #6**.

1 **II. PROCEDURAL AND FACTUAL BACKGROUND**

2 **A. Plaintiff's Exhaustion of Administrative Remedies Under PAGA And Civil Action Against**
3 **Defendant**

4 10. On April 9, 2021, Plaintiff filed a Notice of Violations ("PAGA Notice") with the LWDA
5 and served the same on Defendant. JCL Dec., ¶ 11. The 65-day "waiting period" on Plaintiff's right to
6 file a civil action under PAGA, *see* Cal. Lab. Code § 2699.3(a)(2)(A), lapsed without the LWDA
7 notifying Plaintiff that they intended to investigate the claims in the PAGA Notice. To date, the LWDA
8 still has not advised Plaintiff of any intent to take action with respect to the claims in the PAGA Notice.

9 11. The 65-day "waiting period" on Plaintiff's right to file a civil action under PAGA, *see*
10 Cal. Lab. Code § 2699.3(a)(2)(A), lapsed without the LWDA notifying Plaintiff that they intended to
11 investigate the claims in the PAGA Notice. To date, the LWDA still has not advised Plaintiff of any
12 intent to take action with respect to the claims in the PAGA Notice.

13 12. On September 8, 2021, Plaintiff Breann Howard filed a representative action pursuant to
14 the Private Attorneys General Act, Labor Code section 2698 et seq. ("PAGA"), alleging that Defendant
15 violated various California Labor Code Sections, including sections 201, 202, 203, 204, 210, 221, 226,
16 226.7, 227.3, 246, 351, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 1199, and 2802, California
17 Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), based on various theories of
18 liability, including, but not limited to, Defendant's alleged failure to: pay wages, including overtime and
19 minimum wages, provide meal periods, provide rest periods, timely pay all wages earned during
20 employment and at the end of employment, provide accurate itemized wage statements, and reimburse
21 for business expenses necessarily incurred.

22 13. On February 5, 2024, Plaintiff filed a First Amended Complaint to redefine the Aggrieved
23 Employees.

24 14. Plaintiff commenced written discovery in August of 2022, and the Parties engaged in
25 written discovery until December 2024. The Parties agreed to mediate and scheduled a mediation in
26 November 2024. In advance of the mediation, Defendant provided Plaintiff with written policies, and
27 the time and payroll data for a sample of the Aggrieved Employees.

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1 15. Plaintiff's investigation was sufficient to satisfy the criteria for court approval set forth in
2 Dunk v. Foot Locker Retail, Inc. (1996) 48 Cal.App.4th 1794, 1801 and Kullar v. Foot Locker Retail,
3 Inc. (2008) 168 Cal.App.4th 116, 129-130.

4 16. On November 5, 2024, the Parties participated in mediation presided over by Brian
5 Sinclair, Esq., a mediator of wage and hour representative actions. The Parties' mediation resulted in a
6 settlement of Plaintiff's PAGA claims. After reaching an agreement in principle, the Parties drafted and
7 negotiated a long-form settlement which is the subject of the instant motion. The Settlement was
8 negotiated in light of all known facts and circumstances and the uncertainty associated with litigation –
9 including the risk of Plaintiff not being able to maintain representative claims and establishing
10 manageability, the difficulty of proving Plaintiff's claims in a manageable trial, the merits of
11 Defendant's potential defenses, and the significant delay and potential appellate issues related to the
12 litigation – and was reached after extensive arm's length negotiations, with the assistance of Brian
13 Sinclair.

14 17. The Settlement is intended to fully and finally resolve the Released PAGA Claims
15 asserted by Plaintiff on behalf of herself, the LWDA, and the State of California. This is only a
16 Settlement of the PAGA claims for civil penalties and is not a class settlement and does not release the
17 individual claims, if any, of the Aggrieved Employees. This Settlement does not release any claim that
18 is not a PAGA claim.¹ Nor does this Settlement waive Defendant's right to assert *res judicata* or other
19 available defense to any asserted claim or lawsuit.

20 18. Defendant denies the allegations in the Operative Complaint, denies any failure to comply
21 with the laws identified in the Operative Complaint and denies any and all liability for the causes of
22 action alleged.

23 19. The Parties, PAGA Counsel and Defense Counsel represent that they are not aware of
24 any other pending matter or action asserting claims that will be extinguished or affected by the
25 Settlement.

26 20. Pursuant to California Labor Code Section 2699(s), Plaintiff is providing a copy of the
27 Settlement Agreement and this motion to the LWDA concurrently with the filing of the instant motion
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¹ As explained by the Supreme Court in *ZB, N.A.*, 8 Cal. 5th 175 at 196: "Nonparty employees are bound by the judgment in an action under the PAGA, but only with respect to recovery of civil penalties."

1 for settlement approval as set forth in the accompanying proof of service. Additionally, Plaintiff will
2 submit to the LWDA a copy of the Court's judgment and order approving the Settlement Agreement
3 within ten (10) days after entry of judgment or order.

4 **III. TERMS OF THE PAGA SETTLEMENT**

5 21. The PAGA settlement is subject to Court approval consistent with Labor Code §
6 2699(s)(2). The Settlement Agreement negotiated by the Parties provides for a Gross Settlement
7 Amount payment in the amount of Two Hundred Thirty-Five Thousand Dollars and Zero Cents
8 (\$235,000.00) to resolve the PAGA claims. From the Gross Settlement Amount, there is a deduction
9 of a PAGA Counsel Fees and Litigation Expenses Payment in the amount of up to One Hundred Eight
10 Thousand Three Hundred Thirty-Three Dollars and Thirty-Three Cents (\$108,333.33), comprised of
11 one-third of the Gross Settlement Amount for the PAGA Counsel Fees Payment (estimated to be
12 approximately \$78,333.33), reimbursement of the PAGA Counsel Litigation Expenses Payment for
13 incurred litigation expenses in an amount not to exceed Thirty Thousand Dollars and Zero Cents
14 (\$30,000.00), the Service Award to Plaintiff in an amount not to exceed Ten Thousand Dollars and Zero
15 Cents (\$10,000.00), and Administration Expenses Payment which will not exceed Five Thousand Seven
16 Hundred Forty Dollars and Zero Cents (\$5,740.00). Agreement generally at §§ 3.2.2.1 – 3.2.2.4. After
17 these deductions, the amount remaining is the Net Settlement Amount or "PAGA Penalties," which is
18 estimated to be \$110,926.67.

19 **IV. THE COURT SHOULD APPROVE THE PAGA SETTLEMENT**

20 22. The Gross Settlement Amount of \$235,000.00 is fair and reasonable and, therefore,
21 should be approved. Here, *without stacking* the PAGA penalties, Defendant's liability exposure is
22 estimated at approximately \$957,187.50 in PAGA Penalties.

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23. Assuming the Court permitted Plaintiff to stack PAGA penalties, Plaintiff estimated Defendant's liability exposure at approximately \$1,207,187.50. Plaintiff estimated Defendant's exposure as follows:

Claim	Penalty Amount ²	Number of Pay Periods w/ Violation	Violation Rate	Total Penalties
<i>Unpaid Wages Violations</i> Cal. Labor Code §§ 201, 202, 203, 204, 246, 1194, 1197, 1997.1, 1198 and 558	\$100	197	1.5% of PAGA Pay Periods	\$19,687.50
<i>Meal Period Violations</i> Cal. Labor Code §§ 226.7 and 512	\$50 ³	5,625	45% of PAGA Pay Periods	\$281,250.00
<i>Rest Period Violations</i> Cal. Labor Code §§ 226.7 and 512	\$50	2,500	30% of PAGA Pay Periods	\$187,500.00
<i>Wage Statement Violations</i> Cal. Labor Code §§ 226 and 226.2	\$100	2,500	20% of PAGA Pay Periods	\$250,000.00
<i>Failure to Reimburse for Mandatory Business Expenses</i> Cal. Labor Code § 2802	\$100	4,687	37.5% of PAGA Pay Periods	\$468,750.00

24. Plaintiff alleged that Defendant failed to pay for all hours worked for Plaintiff and other Aggrieved Employees. Specifically, Plaintiff alleged that Defendant failed to properly calculate the

² In *Bernstein v. Virgin America, Inc.* (2021) 3 F.4th 1127, 1144, the court decided that “[u]ntil the employer has been notified that it is violating a Labor Code provision ... the employer cannot be presumed to be aware that its continuing underpayment of employees is a ‘violation’ subject to penalties.” Therefore, Plaintiff used only penalties for initial violations.

³ The \$50 penalty rate was used for a number of reasons in this instance. First, Defendant argued that increased civil penalties for subsequent violations do not apply unless the Plaintiff can present evidence that the Labor Commission or a court notified the employer that it was in violation of the Labor Code. *Bernstein v. Virgin America, Inc.* (2021) 3 F.4th 1127, 1144 citing *Amaral v. Cintas Corp. No. 2* (2008) 163 Cal.App.4th 1157, 1209 [“Until the employer has been notified that it is violating a Labor Code provision ... the employer cannot be presumed to be aware that its continuing underpayment of employees is a ‘violation’ subject to penalties.”].) Separately, Defendant also argued that courts have considerable discretion to reduce the penalty awards under PAGA. See, e.g. *Carrington v. Starbucks Corp.* (2018) 30 Cal.App.5th 504 (reducing the maximum PAGA penalty amount by 90%, at \$5 per pay period). Accordingly, it is unlikely that Plaintiff would recover full penalty amounts even if he prevailed in establishing the underlying Labor Code violations. Pursuant to California Labor Code section 558(a)(1), an employer is subject to a penalty of \$50 for violations of a Labor Code section regulating hours and days of work, including meal period and rest period violations. Thus, because section 558(a)(1) specifically provides for a civil penalty, Plaintiff used a \$50 penalty per violation for the meal and rest break claims.

1 regular rate of pay when paying Aggrieved Employees overtime and/or redeemed sick pay in a pay
2 period in which that Aggrieved Employee also earned a non-discretionary bonus.

3 25. The regular rate of pay, which can change from pay period to pay period, includes
4 adjustments to the straight time rate, reflecting, among other things, non-discretionary bonuses and
5 awards, shift differentials, and the per-hour value of any non-hourly compensation the employee has
6 earned. *Alvarado v. Dart Container Corp. of California* (2018) 4 Cal.5th 542, 552-554. For overtime
7 work, “an employee must receive a 50 percent premium on top of his or her regular rate of pay[.]” *Id.*
8 at 553. California law also requires meal period premiums and rest period premiums to be paid at an
9 employee’s regular rate of pay. See *Ferra v. Lowes Hollywood Hotel, LLC* (2021) 11 Cal.5th 858.).

10 26. Defendant denied liability for failing to pay Plaintiff and Aggrieved Employees at the
11 regular rate of pay. Defendant argued that the bonuses in question are discretionary and therefore are
12 not to be included in the regular rate of pay calculation. Defendant further denied liability for rounding.
13 Taking into account Defendant’s defenses, Plaintiff estimates Defendant’s exposure for the Unpaid
14 Wages claim be approximately \$19,687.50.

15 27. Plaintiff also alleges that Defendant failed to provide compliant meal periods.
16 Specifically, Plaintiff alleges that meal periods that appear compliant on paper are synthetic, contending
17 that Defendant rounded time records to show a compliant meal period, as evidenced by more than 60%
18 of the meal periods analyzed showing a meal period exactly 30 minutes in duration. Defendant denies
19 these allegations, noting that its policy and practice did not include manipulating time records of
20 employees' meal breaks. Taking into account Defendant’s defenses, Plaintiff estimates Defendant’s
21 exposure for this claim to be approximately \$281,250.00.

22 28. Plaintiff also alleged that Defendant failed to provide compliant rest periods.
23 Specifically, Plaintiff alleged that she and the Aggrieved Employees were unable to take rest periods,
24 and when they did, they were short and/or interrupted. Defendant argued that Plaintiff’s rest break claim
25 would have mainly relied on the testimony of Aggrieved Employees, making it a riskier claim.
26 Establishing liability likely would have entailed competing testimony stating either rest breaks were
27 taken, or rest breaks were voluntarily waived. See, e.g., *Ordonez v. Radio Shack, Inc.* (C.D. Cal. Jan.
28 17, 2013) 2013 WL 210223, at *11 (“Because of the competing testimony before the Court, plaintiff’s

evidence that defendant may have an illegal, written rest break policy is insufficient for this Court to find that common issues predominate.”); *Villa v. United Site Servs. of California, Inc.* (N.D. Cal. Nov. 13, 2012) 2012 WL 5503550, at *8 (“Indeed, Plaintiff’s own evidence confirms that the written policy does not generate uniform practices”).

29. Taking into account Defendant’s defenses, Plaintiff estimates Defendant’s exposure for this claim to be approximately \$187,500.

30. Plaintiff alleged that Defendant required Plaintiff and other Aggrieved Employees to utilize their personal cell phones for work-related communications, including communications with supervisors, managers, and/or co-workers. However, Defendant did not reimburse Plaintiff and other Aggrieved Employees for these expenses. California employers who require employees to incur personal business expenses for work purposes must reimburse the employee for the cost incurred. (See Cal. Labor Code § 2802(a), providing that “an employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer...”).

31. Defendant argued that employees were not required to utilize their personal cell phones and elected to use their own cell phones without Defendant’s consent. Therefore, Defendant should not have to reimburse Plaintiff or other Aggrieved Employees. Plaintiff estimates Defendant’s exposure for this claim to be \$468,750.00.

32. Plaintiff further alleged that the Defendant’s labor code violations for non-compliant meal and rest breaks and unpaid wages result in derivative liability for waiting time penalties and penalties resulting from inaccurate wage statements. Although these penalties represent a large dollar amount of exposure, these are Plaintiff’s most uncertain claims. Specifically, Defendant argued that Plaintiff could not prove “knowing or intentional” prong needed to obtain waiting time penalties under Labor Code Section 226. Taking into account Defendant’s defenses, Plaintiff estimated Defendant’s exposure for these claims to be \$250,000.00 in penalties pursuant to Labor Code 226.

33. In light of the above, the Gross Settlement Amount is approximately 20% of Defendant’s potential PAGA exposure. The Gross Settlement Amount compares favorably to the likely recovery of PAGA penalties through continued litigation. Defendant’s maximum exposure to PAGA penalties is

1 not a realistic outcome of the litigation because it fails to account for the risks of continued litigation
2 including, but not limited to, Defendant’s defenses. *See, Zayerz v. Kiewit Infrastructure West*, 2018
3 U.S. Dist. LEXIS 14918, *14 (C.D. Cal. January 18, 2018). For instance, Defendant argued that it can
4 only be assessed civil penalties for actual violations of the Labor Code. *See* Lab. Code § 2699(f)(2). In
5 other words, to recover any civil penalties, Plaintiff would be required to prove the underlying Labor
6 Code violations. (*Cardenas v. McLane Foodservice, Inc.*, 2011 U.S. Dist. LEXIS 13126, *10 (C.D. Cal.
7 2011) [“Given the statutory language [of PAGA], a plaintiff cannot recover on behalf of individuals
8 whom the plaintiff has not proven suffered a violation of the Labor Code by the defendant.”].) To do
9 this, Plaintiff would need to prove each Aggrieved Employee was subject to the alleged Labor Code
10 violation, which would be difficult to do, since Defendant denies any liability or wrongdoing of any
11 kind associated with the claims alleged in this action.

12 34. Thus, Defendant contended that Plaintiff would be required to “prove Labor Code
13 violations with respect to each and every individual on whose behalf Plaintiff seek to recover civil
14 penalties under PAGA.” *Hibbs-Rines v. Seagate Technologies*, 2009 WL 513496, *4 (N.D. Cal. Mar.
15 2, 2009). When “determining whether the employer committed Labor Code violations with respect to
16 each employee” is impractical, the PAGA action can be dismissed. *Wesson v. Staples the Off.*
17 *Superstore*, 2021 WL 4099059, *11 (Cal. Ct. App. Sept. 9, 2021).

18 35. Finally, the maximum penalty figure does not consider that Courts have complete
19 discretion to “award a lesser amount than the maximum civil penalty amount specified [by PAGA] if,
20 based on the facts and circumstances of the particular case, to do otherwise would result in an award
21 that is unjust, arbitrary and oppressive, or confiscatory.” (Cal. Lab. Code § 2699(e)(2)). In fact, Courts
22 routinely exercise their authority to reduce PAGA penalties by 85% to 95%. *See e.g. Carrington v.*
23 *Starbucks Corp.*, 30 Cal. App. 5th 504, 529 (2018) (reducing PAGA penalties to \$5 per pay period;
24 “Although the trial court may have disagreed with Starbucks regarding the issue of liability, it clearly
25 took the circumstances proffered by Starbucks into consideration when it imposed the penalty ... only
26 \$5 per initial violation”); *Kaanaana v. Barrett Bus. Servs., Inc.*, 29 Cal App 5th 778, 788 (2018), review
27 granted on other grounds (noting that the trial court “exercised its discretion to reduce the [PAGA]
28 penalties to 13 percent of the full amount [requested, because] [o]n average, plaintiffs were deprived of

1 13 percent of the 30-minute meal period”); *Fleming v. Covidien, Inc.*, 2011 WL 7563047, *4 (C.D. Cal.
2 2011) (exercising discretion to reduce the maximum amount of PAGA civil penalties for plaintiffs’
3 section 226 claims from \$2,800,000 to \$500,000 because the employees suffered no injuries as a result
4 of the erroneous wage statements and made no complaints about the errors or omissions in the wage
5 statements, thus reducing the maximum penalty by 82%); *see also, Gola v. University of San Francisco*,
6 *90 Cal. App. 5th 548 (2023), as modified (May 9, 2023), reh’g denied (May 15, 2023), review denied*
7 *(July 12, 2023), and disapproved of by Naranjo v. Spectrum Sec. Servs., Inc., 15 Cal. 5th 1056, 547*
8 *P.3d 980 (2024)* (concluding after a full-blown bench trial that a penalty of 15% of the maximum PAGA
9 penalties was the appropriate penalty). The gross amount obtained by PAGA Counsel is reasonable in
10 light of Defendant’s arguments.

11 36. Given Defendant’s defenses to the claimed Labor Code violations at issue and the risks
12 and costs of continued litigation, Plaintiff and PAGA Counsel believe that the Gross Settlement Amount
13 is fair and reasonable. This settlement was negotiated by experienced counsel at arm's length.

14 37. The LWDA has been provided with notice of this motion and the PAGA settlement, and
15 the decision of LWDA to accept the PAGA settlement and not oppose the motion should be given
16 considerable weight. Moreover, the LWDA is a sophisticated government entity that can assert and
17 protect its own rights.

18 38. Although PAGA requires that a court approve the proposed PAGA settlement, Labor
19 Code § 2699(s) does not require that a court approve any other elements of the proposed settlement.
20 Because there are no class allegations for which Plaintiff seeks approval, the approval provisions
21 applicable to class settlements under Cal. Code Civil Proc. § 382 do not apply. Accordingly, the Court
22 only needs to approve the settlement of the civil penalties sought in the PAGA claim. Nevertheless, as
23 explained herein, the settlement terms for attorneys’ fees and costs are reasonable.

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1 42. Plaintiff is represented by competent and experienced counsel to pursue his claims. I
2 establish the JCL Law Firm, APC (“Firm”), in 2010. The Firm is a boutique plaintiff firm representing
3 aggrieved employees and consumers throughout California in wage and hour class actions. The Firm
4 currently consists of myself, Jean-Claude Lapuyade, Esq. (Partner/Owner), Sydney Castillo-Johnson,
5 Esq. (Associate Attorney), Perssia Razma, Esq. (Associate Attorney), John L. Nitti, Esq. (Associate
6 Attorney), Tesla Stone (Senior Paralegal and Office Manager), Jennifer Heming (Paralegal), Andrew
7 Ward (Law Clerk), Hana McAnally (Law Clerk), Allysa Castillo (Legal Assistant), Elsa Torres, (Legal
8 Assistant), and Sabrina Carle-Parra (Receptionist).

9 43. I am qualified to represent the Plaintiff, the State of California, and the Aggrieved
10 Employees. I have extensive experience with wage and hour class and representative actions litigation
11 like this matter, and employment matters in general. Additionally, I have extensive complex mass tort
12 litigation experience and complex construction product liability experience. I can, will, and have
13 adequately represented the interests of the Plaintiff, the State of California, and the Aggrieved
14 Employees throughout this action.

15 44. I have represented consumers and employees in California class actions, and complex
16 multi-party product liability actions exclusively for more than 17 years. I have been in practice as a
17 plaintiffs’ civil litigation attorney since April 2007.

18 45. My credentials are reflected in the JCL Law Firm, APC, Firm Resume, a true and correct
19 copy of which is attached hereto as **Exhibit #6**. Some of the major cases the Firm has undertaken are
20 also set forth in **Exhibit #6**.

21 46. The JCL Law Firm’s rates are comparable to those judicially approved for other
22 plaintiff’s firms, such as Baron & Budd (rates ranging from \$775 for the requested partner to \$390-
23 \$630 for non-partners), Western Comden Casselman & Essensten (rates ranging from \$670-\$750 for
24 partners and \$300-\$500 for associates), and Blood Hurst & Rearden (\$510-\$695 for partners). See
25 Aarons v. BMW of North America, No. 11-7667-PSG, 2014 U.S. Dist. LEXIS 118442, *40-41 (C.D.
26 Cal. Apr. 29, 2014). Other Southern California courts have approved hourly rates in the requested range.
27 See e.g., *Kearney v. Hyundai Motor Am.*, 2013 U.S. Dist. LEXIS 91636, *24 (C.D. Cal. June 28, 2013)
28 (approving hourly rates of \$650 -\$800 for senior attorneys in consumer class action); *Parkinson v.*

1 *Hyundai Motor America*, 796 F.Supp.2d 1160, 1172 (C.D. Cal. 2010)(approving hourly rates between
2 \$445 and \$675); *Faigman v. AT&T Mobility, LLC*, 2011 U.S. Dist. LEXIS 15825, *2 (N.D. Cal. Feb.
3 15, 2011)(Approving hourly rates of \$650 an hour for partners and \$500 for associates); *Richard v.*
4 *Ameri-Force Mgmt. Servs., Inc.*, No 37-2008-00096019 (San Diego Superior Court, August 27,
5 2010)(\$695 to \$750 an hour for partners and \$495 for associates); *Barrera v. Gamestop*, No. CV 09-
6 1399 (C.D. Cal. Nov. 29, 2010)(\$700 for partners and \$475 for associates); *Anderson v. Nextel Retail*
7 *Stores, LLC*, No. CV 07-4480 (C.D. Cal. June 20, 2010)(\$655- \$750 for partners and \$300 – 515 for
8 associates); *Luquetta v. Regents of Cal.*, CGC-05-443007 (San Francisco Sup. Ct.) (approving 2012
9 partner rates between \$550 and \$850 per hour); and *Holoway v. Best Buy Co.*, C-05-5056-PJH
10 (MEJ)(N.D. Cal.)(approving 2011 partner rates between \$825 and \$700, and associates hourly rates
11 between \$355 and \$405 an hour).

12 47. Moreover, my billing rate has been approved multiple times within the last twelve months
13 by California Superior Court judges. (See generally *Rodriguez, et al. v. Ferma Greenbox, Inc., et*
14 *al.*, Alameda Superior Court Case No. RG21101104 (August 23, 2023) Hon. Evelio Grillo approved a
15 \$550 billing rate and appointed Jean Claude Lapuyade, Esq. of the JCL Law Firm, APC, as Class
16 Counsel; *Repass v. The Scion Group, LLC*, Sacramento Superior Court Case No. 34-2020-00285285
17 (August 23, 2023) Hon. Lauri A. Damrell approved a \$550 billing rate and appointed Jean Claude
18 Lapuyade, Esq. of the JCL Law Firm, APC, as Class Counsel; *Baray v. Curation Foods, Inc., et*
19 *al.*, Santa Barbara Superior Court Case No. 21CV02834 (August 29, 2023) Hon. James F. Rigali
20 approved a \$550 billing rate and appointed Jean Claude Lapuyade, Esq. of the JCL Law Firm, APC, as
21 Class Counsel; *Mendez v. Bondz, Inc., et al.*, San Joaquin Superior Court Case No. STK-CV-UOE-
22 2020-0007486 (September 14, 2023) Hon. George J. Abdallah, Jr. approved a \$550 billing rate and
23 appointed Jean Claude Lapuyade, Esq. of the JCL Law Firm, APC, as Class Counsel; *Kneisly v. SR*
24 *Machining, Inc., et al.*, Riverside Superior Court Case No. CVRI2201491 (October 5, 2023) Hon.
25 Harold W. Hopp approved a \$550 billing rate and appointed Jean Claude Lapuyade, Esq. of the JCL
26 Law Firm, APC, as Class Counsel; *Jackson v. White Fir, LLC, et al.*, Sacramento Superior Court Case
27 No. 34-2021-00301656 (October 6, 2023) Hon. Lauri A. Damrell approved a \$550 billing rate and
28 appointed Jean Claude Lapuyade, Esq. of the JCL Law Firm, APC, as Class Counsel; *DeSanctis v.*

1 *Douglas Products and Packaging Company, LLC*, Contra Costa Superior Court Case No. C21-01874
2 (October 11, 2023) Hon. Charles S. Treat approved a \$550 billing rate and appointed Jean Claude
3 Lapuyade, Esq. of the JCL Law Firm, APC, as Class Counsel; *Anderson v. Barton Myers Associates,*
4 *Inc., et al.*, Los Angeles Superior Court Case No. 21STCV43314 (October 12, 2023) Hon. Elihu M.
5 Berl approved a \$550 billing rate and appointed Jean Claude Lapuyade, Esq. of the JCL Law Firm,
6 APC, as Class Counsel; *Trinh v. Precision Metal Products, Inc., et al.*, San Diego Superior Court Case
7 No. 37-2022-00000965-CU-OE-CTL (October 16, 2023) Hon. Matthew C. Braner approved a \$550
8 billing rate and appointed Jean Claude Lapuyade, Esq. of the JCL Law Firm, APC, as Class Counsel;
9 *Ware v. Shake Shack Enterprises, LLC*, Alameda Superior Court Case No. 21CV002063 (October 19,
10 2023) Hon. Brad Seligman approved a \$550 billing rate and appointed Jean Claude Lapuyade, Esq. of
11 the JCL Law Firm, APC, as Class Counsel in a \$1,330,000 wage and hour class and PAGA action).

12 48. As of November 12, 2025, The JCL Law Firm, APC incurred a total lodestar of
13 \$97,555.00 for 172.9 hours worked by attorneys and staff successfully litigating this matter. I have
14 reviewed my firm's lodestar in this matter and believe the charges are reasonable and were reasonably
15 necessary to the conduct of the case. Detailed Time and Billing Journals for the JCL Law Firm are
16 attached hereto as Exhibit #4.

17 49. Additionally, the attorneys and staff at co-counsel the Zakay Law Group, APLC ("ZLG"),
18 billed \$97,285.00 for 127.1 hours successfully litigating this action. A true and accurate copy of the
19 ZLG time and billing entries is attached to the Declaration of Shani O. Zakay, Esq. is filed concurrently
20 herewith.

21 50. Additionally, the attorneys and staff at co-counsel the Blumenthal Nordrehaug Bhowmik
22 De Blouw LLP ("BNBD"), billed \$24,306.00 for 40.75 hours successfully litigating this action.

23 51. Collectively, PAGA Counsel spent a total of 340.75 hours successfully litigating this
24 matter for a total combined loadstar of \$219,146.00. Thus, the Attorneys' Fee request is equal to Class
25 Counsel's loadstar with a negative 2.80 multiplier.

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52. PAGA Counsel's loadstar is summarized by firm below:

<u>FIRM</u>	<u>Hours</u>	<u>Total</u>
JCL Law Firm, APC.	172.9	\$97,555.00
ZLG	127.1	\$97,285.00
BNBD	40.75	\$24,306.00
Total	127.8	\$219,146.00

53. Prior to incurring costs for filing of this motion, PAGA Counsel collectively expended \$8,568.99 prosecuting this action (JCL Law Firm, APC - \$5,003.91; Zakay Law Group, APLC - \$2,813.30 and Blumenthal Nordrehaug Bhowmik De Blouw LLP - \$751.78).

54. PAGA Counsel's out-of-pocket expenses are the types of expenses normally charged to paying clients including the following: filing fees; copying; postage; factual and legal research charges; and mediation fees; which were all incurred during, and were necessary for the successful prosecution of, the litigation and, therefore, should be reimbursed.

55.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 13th day of November 2025, at San Diego, California.

JCL LAW FIRM, APC

By: 
Jean-Claude Lapuyade, Esq.
Attorney for PLAINTIFF

EXHIBIT 1

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiff Breann Howard (“Plaintiff”) and Defendant Koulax Enterprises (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

- 1.1. “Action” means the Plaintiff’s PAGA lawsuit alleging wage and hour violations against Defendant captioned *Breann Howard v. Koulax Enterprises*, Case Number 21GDCV01154, initiated on September 08, 2021, and pending in Superior Court of the State of California, County of Los Angeles.
- 1.2. “Administrator” means Apex Class Action LLC, located at 20371 Irvine Avenue, Newport Beach, CA 92660; Tel: (800) 355-0700, the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.
- 1.4. “Aggrieved Employee” means all current and former non-exempt non-managerial employees who worked for Defendant Koulax’s California stores, which are listed as follows: Riverside, Chino, Burbank, El Monte, Simi Valley, Ventura, Montclair, at any time during the PAGA Period.
- 1.5. “Aggrieved Employee Data” means Aggrieved Employee identifying information in Defendant’s possession, including the Aggrieved Employee’s full name, last-known mailing address, Social Security number, telephone number, and PAGA Pay Periods.
- 1.6. “Aggrieved Employee Address Search” means the Administrator’s investigation and search for current Aggrieved Employee mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Aggrieved Employees.
- 1.7. “Approval Order” means the proposed Court Order Granting Approval of PAGA Settlement.
- 1.8. “Court” means the Superior Court of California, County of Los Angeles.
- 1.9. “Defendant” means Koulax Enterprises.
- 1.10. “Defense Counsel” means Martorell Law APC.

- 1.11. “Effective Date” shall be the later of the time when: (i) the date of final affirmance of the judgment on an appeal, the expiration of the time for, or the denial of, a petition to review the Judgment, or if review is granted, the date of final affirmance of the judgment following review pursuant to that grant; (ii) the date of final dismissal of any appeal from the judgment or the final dismissal of any proceeding to review the judgment, provided that the judgment is affirmed and/or not reversed in any part; (iii) the final resolution (or withdrawal) of any filed appeal in a way that affirms the settlement approval order and judgment in a form substantially identical to the form of the settlement approval order entered by the Court, and the time to petition for review with respect to any appellate decision affirming the settlement approval order and judgment has expired; or (iv) if no appeal is filed, the sixty-first (61st) calendar day after notice of entry of judgment is served on the LWDA in accordance with Labor Code section 2699(1)(3).
- 1.12. “Funding Date” means the date on which Defendant shall fund the Gross Settlement Amount to the Administrator.
- 1.13. “Gross Settlement Amount” means Two Hundred Thirty-Five Thousand Dollars and Zero Cents (\$235,000.00) which is the total amount Defendant agrees to pay under the Settlement except as provided in Paragraph 8 below. The Gross Settlement Amount will be used to pay the Individual PAGA Payment, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, the Administrator’s Expenses Payment, and Service Award.
- 1.14. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the Net Settlement Amount calculated according to the number of Pay Periods worked during the PAGA Period.
- 1.15. “Judgment” means the judgment entered by the Court based upon the Settlement Approval.
- 1.16. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.17. “LWDA PAGA Payment” means the 75% of the Net Settlement Amount paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.18. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, the Administration Expenses Payment, and Service Award. The remainder shall be split with 25% (\$27,731.67) being paid to the Aggrieved Employees based proportionally on their total pay periods during the PAGA Period and 75% (\$83,195.00) being paid to the LWDA.
- 1.19. “PAGA Counsel” means Jean-Claude Lapuyade, Esq. of JCL Law Firm, APC, Shani Zakay, Esq. of Zakay Law Group, APLC, and Norman Blumenthal, Esq. of Blumenthal Nordrehaug Bhowmik De Blouw LLP, the attorneys representing the

Plaintiff in the Action.

- 1.20. “PAGA Counsel Fees Payment” and “PAGA Counsel Litigation Expenses Payment” (collectively “PAGA Counsel Fees and Expenses Payment”) shall mean the amounts allocated to PAGA Counsel awarded for attorneys’ fees and reimbursement of expenses, respectively, incurred to prosecute the Action. The PAGA Counsel Fees Payment will be allocated between PAGA Counsel in the following amounts (35% to JCL Law Firm, APC, 35% to Zakay Law Group, APLC, and 30% to Blumenthal Nordrehaug Bhowmik De Blouw LLP).
- 1.21. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.
- 1.22. “PAGA Period” means the period from April 9, 2020 through May 31, 2025.
- 1.23. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).
- 1.24. “PAGA Notices” mean Plaintiff’s April 9, 2021, letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd. (a).
- 1.25. “Plaintiff” means Breann Howard, the named Plaintiff in the Action.
- 1.26. “Released PAGA Claims” means all claims arising under PAGA that were or could have reasonably been alleged based on the facts alleged in the Action through the end of the PAGA Period, including their right to bring representative PAGA claims on behalf of others. The release of claims for PAGA penalties shall bind only the named Plaintiff, the Aggrieved Employees, and the State of California.
- 1.27. “Released Parties” means Defendant and each of their insurers, brands, concepts, affiliates, subsidiaries, parent companies, predecessors, successors, assigns, employees, officers, directors, agents, attorneys, administrators, representatives, heirs, estates, powers-of-attorney, and any individual or entity that could be jointly liable with Defendant.
- 1.28. “Service Award” means the payment of up to \$10,000.00, or any other amount approved by the Court, to Plaintiff for initiating the Action and providing services in support of the Action.
- 1.29. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.

2. RECITALS.

- 2.1. On April 9, 2021, Plaintiff filed a Notice of Violations with the LWDA and served the same on Defendant.

- 2.2. On September 8, 2021, Plaintiff Breann Howard (“Plaintiff”) filed a representative action pursuant to the Private Attorneys General Act, Labor Code section 2698 et seq. (“PAGA”), alleging that Defendant violated various California Labor Code Sections, including sections 201, 202, 203, 204, 210, 221, 226, 226.7, 227.3, 246, 351, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 1199, and 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), based on various theories of liability, including, but not limited to, Defendant’s alleged failure to: pay wages, including overtime and minimum wages, provide meal periods, provide rest periods, timely pay all wages earned during employment and at the end of employment, provide accurate itemized wage statements, and reimburse for business expenses necessarily incurred.
- 2.3. On February 5, 2024, Plaintiff filed a First Amended Complaint to redefine the Aggrieved Employees.
- 2.4. On November 5, 2024, the Parties participated in mediation presided over by Brian Sinclair, Esq., a mediator of wage and hour representative actions, which led to this Agreement to settle the Action.
- 2.5. Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in the Operative Complaint and denies any and all liability for the causes of action alleged.
- 2.6. Prior to mediation, Plaintiff obtained, through informal discovery, timekeeping records, and payroll records for the Aggrieved Employees. Plaintiff’s investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 (“*Dunk/Kullar*”).
- 2.7. The Parties, PAGA Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS.

- 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below, Defendant promises to pay Two Hundred Thirty-Five Thousand Dollars and Zero Cents (\$235,000.00) and no more as the Gross Settlement Amount. Defendant has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.
- 3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Settlement Approval:

- 3.2.1. To Plaintiff: A Service award to Plaintiff of not more than \$10,000.00, or any other amount approved by the Court. Defendant will not oppose Plaintiff's request for a service award that does not exceed this amount. As part of the motion for settlement approval, Plaintiff will seek Court approval for any Service Award no later than sixteen (16) court days prior to the Settlement Approval Hearing. If the Court approves a Service Award less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Service Award using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Service Award.
- 3.2.2. To PAGA Counsel: A PAGA Counsel Fees Payment of not more than one-third which is currently estimated to be \$78,333.33 and PAGA Counsel Litigation Expenses Payment of not more than \$30,000.00. Defendant will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. Plaintiff and/or PAGA Counsel will file an application or motion for PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to PAGA Counsel or any other Plaintiff's Counsel arising from any claim to any portion of any PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments.
- 3.2.3. To the Administrator: The Administration Expenses Payment not to exceed Five Thousand Seven Hundred Forty Dollars and Zero Cents (\$5,740.00) except for a showing of good cause and as approved by the Court. Defendant will not oppose requests for these payments provided that do not exceed this amount. To the extent the Administration Expenses Payment is less or the Court approves payment less than \$5,740.00, the Administrator will retain the remainder in the Net Settlement Amount.
- 3.2.4. To the LWDA and Aggrieved Employees: The Net Settlement Amount shall be allocated as follows: 75% (\$83,195.00) to the LWDA PAGA Payment and 25% (\$27,731.67) to the Individual PAGA Payment.
- 3.2.4.1. The Administrator will calculate each Individual PAGA Payment by
(a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$27,731.67) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period

and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment. If for any reason the total value of payments to the Aggrieved Employees exceeds the Net Settlement Amount, then the payments to each Aggrieved Employee will be adjusted on a pro-rata basis so that the total payout to Aggrieved Employees does not exceed the Net Settlement Amount.

3.2.4.2.If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payment on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

- 4.1. Aggrieved Employee PAGA Pay Periods. Based on a review of its records to date, Defendant estimates that Aggrieved Employees worked a total of less than 12,500 PAGA Pay Periods.
- 4.2. Aggrieved Employee Data. Not later than twenty (20) calendar days after the execution of this Agreement, Defendant will simultaneously deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employee privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. If Aggrieved Employee Data is found to be missing employee identifying information, Defendant shall provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. The Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.
- 4.3. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than twenty (20) calendar days after the Effective Date.
- 4.4. Payments from the Gross Settlement Amount. Within five (5) calendar days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the PAGA Counsel Expenses Payment, and Service Award. Disbursement of the PAGA Counsel Litigation Expenses Payment shall not precede disbursement of Individual PAGA Payments.

- 4.4.1. The Administrator will issue checks for the Individual PAGA Payments and send them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.
 - 4.4.2. The Administrator must conduct an Aggrieved Employee Address Search for all Aggrieved Employees whose checks are returned undelivered without USPS forwarding address. Within seven (7) days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Aggrieved Employee Address Search. The Administrator need not take further steps to deliver checks to Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Aggrieved Employee whose original check was lost or misplaced, requested by the Aggrieved Employee prior to the void date.
 - 4.4.3. For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee.
 - 4.4.4. The payment of Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to Aggrieved Employees (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.
- 5. RELEASES OF CLAIMS.** Effective on the Funding, Plaintiff, the Aggrieved Employees and PAGA Counsel will release claims against all Released Parties as follows:
- 5.1 Plaintiff's Release. In consideration for the payment of the Service Award, Plaintiff and her respective former and present spouses, representatives, agents, attorneys (including PAGA Counsel), heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences that occurred during the PAGA Period, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained in the Operative Complaint and the PAGA Notice ("Plaintiff's Release"). Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the PAGA Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

- 5.1.1 Plaintiff's Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or Released Party.

- 5.2 Release by Aggrieved Employees: As of the Funding Date, all Aggrieved Employees and the State of California are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims arising under PAGA that were or could have reasonably been alleged based on the facts alleged in the Action through the end of the PAGA Period, including their right to bring representative PAGA claims on behalf of others. The release of claims for PAGA penalties shall bind only the named Plaintiff, the Aggrieved Employees, and the State of California.

6. MOTION FOR APPROVAL OF SETTLEMENT. Plaintiff will prepare and file a motion for approval of this Settlement.

- 6.1 Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor Code Section 2699, subd. (f)(2), including (i) a draft proposed Order Granting Approval of PAGA Settlement; (ii) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Aggrieved Employee Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Aggrieved Employees or the LWDA; and the nature and extent of any financial relationship with Plaintiff, PAGA Counsel or Defense Counsel; (iii) a signed declaration from PAGA Counsel firm attesting to its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); (iv) a redlined version of the parties' Agreement showing all modifications made to the Model Agreement ready for filing with the Court; and (v) all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Administrator. In their Declarations, Plaintiff and PAGA shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.
- 6.2 Responsibilities of Counsel. PAGA Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the application or motion for approval of this Settlement no later than thirty (30) days after the full execution of this Agreement and, if necessary, obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion. PAGA Counsel is responsible for delivering the Court's Approval Order to the Administrator.

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

7. SETTLEMENT ADMINISTRATION.

- 7.1 Selection of Administrator. The Parties have jointly selected Apex Class Action LLC to serve as the Administrator and verified that, as a condition of appointment, Apex Class Action LLC agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for Administration Expenses Payment. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.
- 7.2 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports to state and federal tax authorities.
- 7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.

8. **AGGRIEVED EMPLOYEE SIZE ESTIMATES and ESCALATOR CLAUSE.** Based on its records, Defendant estimates that, as of the date of this Settlement Agreement, there were Aggrieved Employees who collectively worked less than approximately 12,500 Pay Periods from April 9, 2020, through May 31, 2025. In regard hereto, the Administrator will provide a declaration under penalty of perjury confirming the number of Aggrieved Employees and Pay Periods worked by the Aggrieved prior to filing of the motion for PAGA Approval. If it is determined that the workweeks through the PAGA Period increase by more than 10% of 12,500 workweeks, the Gross Settlement Amount will increase proportionally for the number of Pay Periods over 110% of 12,500. For example, if the total Pay Periods in the PAGA Period are 115% of 12,500, the Gross Settlement Amount shall increase by 5%.
9. **CONTINUING JURISDICTION OF THE COURT.** The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

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

10. ADDITIONAL PROVISIONS.

- 10.1 No Admission of Liability or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree that representative treatment is for purposes of this Settlement only. If, for any reason the Court does not approve this Settlement, Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to contest Defendant's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement and to the extent necessary to prove release of claims in subsequent overlapping litigation).
- 10.2 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.
- 10.3 Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.
- 10.4 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become

necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

- 10.5 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 10.6 No Tax Advice. Neither Plaintiff, PAGA Counsel, Defendant nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 10.7 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 10.8 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 10.9 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 10.10 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 10.11 Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 10.12 Use and Return of Aggrieved Employee Data. Information provided to PAGA Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the PAGA Data provided to PAGA Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the Administrator discharges its obligation to pay out of all Settlement funds, Plaintiff and PAGA Counsel shall destroy all paper and electronic versions of Aggrieved Employee Data received from Defendant unless, prior to the Administrator's payment of all Settlement Funds, Defendant makes a written request to PAGA Counsel for the return, rather than the destruction, of Aggrieved Employee Data.

- 10.13 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 10.14 Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.
- 10.15 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff:

JCL LAW FIRM, APC
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
T: 619-599-8292
jlapuyade@jcl-lawfirm.com

ZAKAY LAW GROUP, APLC
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
T: 619-892-7095
F: 858-404-9203
shani@zakaylaw.com

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP
2255 Calle Clara
La Jolla, CA 92037
T: 858.551.1223
F: 858.551.1232
nick@bamlaw.com

To Defendant:

Martorell Law APC
6100 Center Drive, Suite 1130
Los Angeles, CA 90045
T: 323.840.1200
F: 323.840.1300
emartorell@martorell-law.com

- 10.16 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e., DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.
- 10.17 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

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IT IS SO AGREED TO AS TO FORM AND CONTENT BY PLAINTIFF:

Dated: 10/8, 2025


Breann Howard (Oct 8, 2025 04:29:04 PDT)
Plaintiff Breann Howard

Dated: October 8, 2025



Shani O. Zakay, Esq.
Zakay Law Group, APLC
Attorney for Plaintiff

Dated: October 8, 2025



Jean-Claude Lapuyade, Esq.
The JCL Law Firm, APC
Attorney for Plaintiff

Dated: October 8, 2025

NICHOLAS DE BLOUW
NICHOLAS DE BLOUW (Oct 8, 2025 11:01:38 PDT)
Nicholas De Blouw, Esq.
Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorney for Plaintiff

IT IS SO AGREED TO AS TO FORM AND CONTENT BY DEFENDANT:

Dated: 10-3, 2025



For Defendant
Koulax Enterprises

Dated: October 3, 2025



Eduardo Martorell
Martorell Law APC
Attorneys for Defendant

[Administrator Notice]

You are receiving this payment because of a lawsuit brought by a former California employee against Koulax Enterprises (“Defendant”) for civil penalties pursuant to the Private Attorneys General Act, Labor Code § 2698 et seq. (“PAGA”). Plaintiff Breann Howard (“Plaintiff”) claimed that Defendant failed to: pay wages, including overtime and minimum wages; provide meal periods; provide rest periods; timely pay all wages earned during employment and at the end of employment; provide accurate itemized wage statements; and reimburse for business expenses necessarily incurred.

Defendant denies these claims and denies that it owes any penalties, but to avoid further time and expense in litigation, Defendant and Plaintiff have agreed to settle the case. The settlement resolves the claims asserted in the lawsuit on behalf of all current and former non-exempt non-managerial employees who worked for Defendant Koulax’s California stores, which are listed as follows: Riverside, Chino, Burbank, El Monte, Simi Valley, Ventura, Montclair, and performed work in California at any time between April 9, 2020, and May 31, 2025. (“Aggrieved Employees”).

According to Defendant’s records, you are an Aggrieved Employee and are therefore entitled to a share of the settlement. This settlement check shall remain valid until **[insert date]**.

This check is issued pursuant to the terms of the PAGA settlement in the Superior Court of California, County of Los Angeles, Case No. 21GDCV01154. The PAGA settlement settles and releases only claims for PAGA penalties and no other claims against Defendants.

This payment is taxable income for federal, state, and local tax purposes and may be reported to the appropriate taxing authorities. You may be required to make additional tax payments. Please consult a tax advisor to determine your individual tax payment and reporting situation. You will be mailed appropriate tax forms in **[insert date]**. Please notify us of any address changes so that any necessary tax forms can be mailed to your most current address.

If you have any questions about your award, please contact the **[insert administrator information]**.

EXHIBIT 2

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

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WRITERS EXT:

1004

April 9, 2021

CA2342

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

Labor and Workforce Development Agency
Online Filing

Koulax Enterprises
Certified Mail #70200640000213197714
Dawna J. Bernal
831 E. Huntington Dr. #202
Monrovia, CA 91016

Re: Notice Of Violations Of California Labor Code Sections §§ 201, 202, 203, 204 *et seq.*, 210, 221, 226(a), 226.7, 227.3, 246, 351, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 1 1070(14) (Failure to Provide Seating), Violation of Applicable Industrial Welfare Commission Wage Order(s), and Pursuant To California Labor Code Section 2699.5.

Dear Sir/Madam:

“Aggrieved Employees” refers to all individuals who are or previously were employed by Defendant Koulax Enterprises in California and classified as non-exempt employees during the time period of April 9, 2020 until a date as determined by the Court. Our offices represent Plaintiff Breann Howard (“Plaintiff”), and other Aggrieved Employees in a lawsuit against Defendant Koulax Enterprises (“Defendant”). Plaintiff was employed by Defendant in California as an Assistant Manager from May of 2019 to January of 2021 and classified as a non-exempt employee entitled to the legally required meal and rest breaks and payment for all time worked under Defendant’s control. Defendant, however, unlawfully failed to record and pay Plaintiff and other Aggrieved Employees for, including but not limited to, all of their time worked, including minimum and overtime wages, for all of their missed meal and rest breaks, and for all of their time spent working off the clock. Moreover, when Defendant required Plaintiff and Aggrieved Employees to report for work, but “furnished less than half said employee’s usual or scheduled day’s work,” Defendant violated Cal. Code Regs., tit. 8 § 11040, subd. 5(A) by failing to pay Plaintiff and Aggrieved Employees for at least two (2) hours’ worth of work at their regular rate of pay. In addition, when Defendant required Plaintiff and Aggrieved Employees to respond to and engage in additional work, this resulted in a second reporting for work in a single workday, and Defendant failed to pay these employees reporting time pay as required by Cal. Code Regs., tit. 8, § 11040, subd. 5(B). Further, Defendant failed to advise Plaintiff and the other Aggrieved Employees of their right to take separately and hourly paid duty-free ten (10)

minute rest periods. *See Vaquero v. Stoneledge Furniture, LLC*, 9 Cal. App. 5th 98, 110 (2017). Additionally, pursuant to Labor Code § 204 *et seq.*, Defendant failed to timely provide Plaintiff and other Aggrieved Employees with their wages. Plaintiff further contends that Defendant failed to provide accurate wage statements to her, and other Aggrieved Employees, in violation of California Labor Code section 226(a). Specifically, Plaintiff and Aggrieved Employees were paid on an hourly basis. As such, the wage statements should reflect all applicable hourly rates during the pay period and the total hours worked, and the applicable pay period in which the wages were earned pursuant to California Labor Code Section 226(a). The wage statements Defendant provided to Plaintiff and other Aggrieved Employees failed to identify such information. More specifically, the wage statements failed to identify the accurate total hours worked each pay period. When the hours shown on the wage statements were added up, they did not equal the actual total hours worked during the pay period in violation of Cal. Lab. Code Section 226(a)(2). Additionally, Plaintiff contends that Defendant failed to comply with Industrial Wage Order 7(A)(3) in that Defendant failed to keep time records showing when Plaintiff began and ended each shift and meal period. Plaintiff and other Aggrieved Employees perform tasks that reasonably permit sitting, and a seat would not interfere with their performance of any of their tasks that may require them to stand. Defendant failed to provide Plaintiff and other Aggrieved Employees with suitable seats. Said conduct, in addition to the foregoing, as well as the conduct alleged in the incorporated Complaint, violates Labor Code §§ 201, 202, 203, 204 *et seq.*, 210, 221, 226(a), 226.7, 227.3, 246, 351, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 1 1070(14) (Failure to Provide Seating), Violation of the applicable Industrial Welfare Commission Wage Order(s), and is therefore actionable under California Labor Code section 2699.3.

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

This notice is provided to enable Plaintiff to proceed with the Complaint against Defendant as authorized by California Labor Code section 2699, *et seq.* The filing fee of \$75 was paid online to the LWDA. The lawsuit consists of other Aggrieved Employees. As counsel, our intention is to vigorously prosecute the claims as alleged in the Complaint, and to procure civil penalties as provided by the Private Attorney General Statute of 2004 on behalf of Plaintiff and all Aggrieved Employees.

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

Respectfully,

/s/ Nicholas J. De Blouw

Nicholas J. De Blouw, Esq.

1 **BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP**

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8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

9 **IN AND FOR THE COUNTY OF LOS ANGELES**

10 BREANN HOWARD, on behalf of the
11 State of California, as a private attorney
general,

12 Plaintiff,

13 vs.

14 KOULAX ENTERPRISES, a California
15 Corporation; and Does 1 through 50,
Inclusive;

16 Defendants.

Case No. _____

REPRESENTATIVE ACTION
COMPLAINT FOR:

1.Civil Penalties Pursuant to Labor Code
§ 2699, *et seq.* for violations of Labor
Code §§ 201, 202, 203, 204 *et seq.*, 210,
226(a), 226.7, 246, 351, 510, 512,
558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802,
California Code of Regulations, Title 8,
Section 11040, Subdivision 5(A)-(B).

1 Plaintiff Breann Howard (“PLAINTIFF”), on behalf of the people of the State of
2 California and as an “aggrieved employee” acting as a private attorney general under the Labor
3 Code Private Attorney General Act of 2004, § 2699, *et seq.* (“PAGA”) only, alleges on
4 information and belief, except for her own acts and knowledge which are based on personal
5 knowledge, the following:

6 INTRODUCTION

7 1. PLAINTIFF brings this action against Defendant Koulox Enterprises(referred to
8 as “DEFENDANT”) seeking only to recover PAGA civil penalties for herself, and on behalf of
9 all current and former aggrieved employees that worked for DEFENDANT. PLAINTIFF does
10 **not seek to recover anything other than penalties as permitted by California Labor Code**
11 **§ 2699.** To the extent that statutory violations are mentioned for wage violations, PLAINTIFF
12 does not seek underlying general and/or special damages for those violations, but simply the civil
13 penalties permitted by California Labor Code § 2699.

14 2. California has enacted the PAGA to permit individuals to bring an action on
15 behalf of herself and on behalf of others for PAGA penalties *only*, which is the precise and sole
16 nature of this action.

17 3. Accordingly, PLAINTIFF seeks to obtain all applicable relief for
18 DEFENDANT’s violations under PAGA and solely for the relief as permitted by PAGA – that
19 is, penalties and any other relief the Court deems proper pursuant to the PAGA. Nothing in this
20 complaint should be construed as attempting to obtain any relief that would not be available in
21 a PAGA-only action.

22 THE PARTIES

23 4. Defendant Koulox Enterprises is a California Corporation that at all relevant times
24 mentioned herein conducted and continues to conduct substantial and regular business
25 throughout California.

26 5. DEFENDANT is a hamburger restaurant chain in Southern California.

1 6. PLAINTIFF was employed by DEFENDANT in California as a non-exempt
2 employee entitled to overtime pay and meal and rest periods from May of 2019 to January of
3 2021. PLAINTIFF was at all times relevant mentioned herein classified by DEFENDANT as a
4 non-exempt employee paid in whole or in part on an hourly basis and received additional
5 compensation from DEFENDANT in the form of non-discretionary incentive wages.

6 7. PLAINTIFF, and such persons that may be added from time to time who satisfy
7 the requirements and exhaust the administrative procedures under the Private Attorney General
8 Act, brings this Representative Action on behalf of the State of California with respect to herself
9 and all individuals who are or previously were employed by DEFENDANT in California and
10 who were classified as non exempt employees (“AGGRIEVED EMPLOYEES”) during the time
11 period of March 31, 2020 until a date as determined by the Court (the "PAGA PERIOD").

12 8. PLAINTIFF, on behalf of herself and all AGGRIEVED EMPLOYEES presently
13 or formerly employed by DEFENDANT during the PAGA PERIOD, brings this representative
14 action pursuant to Labor Code § 2699, *et seq.* seeking fixed civil penalties for DEFENDANT’s
15 violation of California Labor Code §§ 201, 202, 203, 204 *et seq.*, 210, 226(a), 226.7, 246, 351,
16 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title
17 8, Section 11040, Subdivision 5(A)-(B), and the applicable Wage Order(s). Based upon the
18 foregoing, PLAINTIFF and all AGGRIEVED EMPLOYEES are aggrieved employees within
19 the meaning of Labor Code § 2699, *et seq.*

20 9. The true names and capacities, whether individual, corporate, subsidiary,
21 partnership, associate or otherwise of defendants DOES 1 through 50, inclusive, are presently
22 unknown to PLAINTIFF who therefore sues these Defendants by such fictitious names pursuant
23 to Cal. Civ. Proc. Code § 474. PLAINTIFF will seek leave to amend this Complaint to allege
24 the true names and capacities of Does 1 through 50, inclusive, when they are ascertained.
25 PLAINTIFF is informed and believes, and based upon that information and belief alleges, that
26 the Defendants named in this Complaint, including DOES 1 through 50, inclusive, are
27 responsible in some manner for one or more of the events and happenings that proximately
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caused the injuries and damages hereinafter alleged.

10. The agents, servants and/or employees of the Defendants and each of them acting on behalf of the Defendants acted within the course and scope of his, her or its authority as the agent, servant and/or employee of the Defendants, and personally participated in the conduct alleged herein on behalf of the Defendants with respect to the conduct alleged herein. Consequently, the acts of each Defendant are legally attributable to the other Defendants and all Defendants are jointly and severally liable to PLAINTIFF and the AGGRIEVED EMPLOYEES, for the loss sustained as a proximate result of the conduct of the Defendants' agents, servants and/or employees.

THE CONDUCT

11. During the PAGA PERIOD, DEFENDANT failed and continues to fail to accurately calculate and pay PLAINTIFF and the other AGGRIEVED EMPLOYEES for their minimum and overtime wages. DEFENDANT unlawfully and unilaterally failed to accurately calculate minimum and overtime wages for time worked by PLAINTIFF and other AGGRIEVED EMPLOYEES in order to avoid paying these employees the correct compensation. Specifically, during the PAGA PERIOD, DEFENDANT required PLAINTIFF and other AGGRIEVED EMPLOYEES to wait in line and submit to mandatory temperature checks for COVID-19 screening and also complete a COVID-19 questionnaire regarding whether these employees had any symptoms prior to clocking into DEFENDANT's timekeeping system for the workday. This additional time worked was work performed subject to DEFENDANT's control and for DEFENDANT's benefit. Consequently, all this time constitutes "hours worked" and is therefore compensable. DEFENDANT's policy and practice to not pay employees for compensable work time is evidenced by DEFENDANT's business records. As a result, PLAINTIFF and the other AGGRIEVED EMPLOYEES forfeited wages due them for working without compensation at the correct minimum wage and overtime rates. DEFENDANT's policy and practice to not pay the AGGRIEVED EMPLOYEES the correct

1 compensation for all time worked in accordance with applicable law is evidenced by
2 DEFENDANT's business records. This policy and practice of DEFENDANT was intended to
3 purposefully avoid the payment of the correct compensation as required by California law which
4 allowed DEFENDANT to illegally profit and gain an unfair advantage over competitors who
5 complied with the law.

6 12. During the PAGA PERIOD, DEFENDANT failed to accurately record and pay
7 PLAINTIFF and other AGGRIEVED EMPLOYEES for the actual amount of time these
8 employees worked. Pursuant to the Industrial Welfare Commission Wage Orders,
9 DEFENDANT is required to pay PLAINTIFF and other AGGRIEVED EMPLOYEES for all
10 time worked, meaning the time during which an employee was subject to the control of an
11 employer, including all the time the employee was permitted or suffered to permit this work.
12 DEFENDANT required these employees to work off the clock without paying them for all the
13 time they were under DEFENDANT's control. Specifically, DEFENDANT required
14 PLAINTIFF to work while clocked out during what was supposed to be PLAINTIFF's off-duty
15 meal break. PLAINTIFF was from time to time interrupted by work assignments. Also,
16 DEFENDANT, as a matter of established company policy and procedure, administered a
17 uniform practice of rounding the actual time worked and recorded by PLAINTIFF and
18 AGGRIEVED EMPLOYEES, always to the benefit of DEFENDANT, so that during the course
19 of their employment, PLAINTIFF and AGGRIEVED EMPLOYEES were paid less than they
20 would have been paid had they been paid for actual recorded time rather than "rounded" time.
21 As a result, PLAINTIFF and other AGGRIEVED EMPLOYEES forfeited minimum wage and
22 overtime compensation by working without their time being accurately recorded and without
23 compensation at the applicable minimum wage and overtime rates. To the extent that the time
24 worked off the clock did not qualify for overtime premium payment, DEFENDANT failed to pay
25 minimum wages for the time worked off-the-clock in violation of Cal. Lab. Code §§ 1194, 1197,
26 and 1197.1. Further, PLAINTIFF and other AGGRIEVED EMPLOYEES from time to time
27 were not paid wages for all time worked, including overtime wages, such that in the aggregate
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1 employees were underpaid wages as a result of DEFENDANT's pattern and practice of unevenly
2 rounding time worked by its employees.

3 13. State and federal law provides that employees must be paid overtime at one-and-
4 one-half times their "regular rate of pay." PLAINTIFF and other AGGRIEVED EMPLOYEES
5 were compensated at an hourly rate plus incentive pay that was tied to specific elements of an
6 employee's performance.

7 14. The second component of PLAINTIFF's and other AGGRIEVED EMPLOYEES'
8 compensation was DEFENDANT's non-discretionary incentive program that paid PLAINTIFF
9 and other AGGRIEVED EMPLOYEES incentive wages based on their performance for
10 DEFENDANT. The non-discretionary incentive program provided all employees paid on an
11 hourly basis with incentive compensation when the employees met the various performance
12 goals set by DEFENDANT. However, when calculating the regular rate of pay in order to pay
13 overtime to PLAINTIFF and other AGGRIEVED EMPLOYEES, DEFENDANT failed to
14 include the incentive compensation as part of the employees' "regular rate of pay" for purposes
15 of calculating overtime pay. Management and supervisors described the incentive program to
16 potential and new employees as part of the compensation package. As a matter of law, the
17 incentive compensation received by PLAINTIFF and other AGGRIEVED EMPLOYEES must
18 be included in the "regular rate of pay." DEFENDANT also underpaid sick pay wages to
19 PLAINTIFF and other AGGRIEVED EMPLOYEES by failing to pay such wages at the regular
20 rate of pay. Specifically, PLAINTIFFS and other non-exempt employees regularly earn
21 non-discretionary remuneration, including but not limited to, incentives, shift differential pay,
22 and bonuses. Rather than pay sick pay at the regular rate of pay, DEFENDANT underpaid sick
23 pay to PLAINTIFF and other AGGRIEVED EMPLOYEES at their base rates of pay. The failure
24 to do so has resulted in a systematic underpayment of overtime compensation to PLAINTIFF and
25 other AGGRIEVED EMPLOYEES by DEFENDANT.

26 15. In violation of the applicable sections of the California Labor Code and the
27 requirements of the Industrial Welfare Commission ("IWC") Wage Order, DEFENDANT
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1 intentionally and knowingly failed to compensate PLAINTIFF and the other AGGRIEVED
2 EMPLOYEES at the correct rate of pay for all overtime worked. This policy and practice of
3 DEFENDANT is intended to purposefully avoid the payment of the correct overtime
4 compensation as required by California law which allowed DEFENDANT to illegally profit and
5 gain an unfair advantage over competitors who complied with the law. To the extent equitable
6 tolling operates to toll claims by the AGGRIEVED EMPLOYEES against DEFENDANT, the
7 PAGA PERIOD should be adjusted accordingly.

8 16. As a result of their rigorous work schedules, PLAINTIFF and other
9 AGGRIEVED EMPLOYEES were from time to time unable to take off duty meal breaks and
10 were not fully relieved of duty for meal periods. PLAINTIFF and other AGGRIEVED
11 EMPLOYEES were from time to time required to perform work as ordered by DEFENDANT
12 for more than five (5) hours during a shift without receiving an off-duty meal break. Further,
13 DEFENDANT failed to provide PLAINTIFF and AGGRIEVED EMPLOYEES with a second
14 off-duty meal period from time to time in which these employees were required by
15 DEFENDANT to work ten (10) hours of work. PLAINTIFF and the other AGGRIEVED
16 EMPLOYEES therefore forfeited meal breaks without additional compensation and in
17 accordance with DEFENDANT's corporate policy and practice.

18 17. During the PAGA PERIOD, PLAINTIFF and other AGGRIEVED EMPLOYEES
19 were from time to time also required to work in excess of four (4) hours without being provided
20 ten (10) minute rest periods. Further, these employees were denied their first rest periods of at
21 least ten (10) minutes for some shifts worked of at least two (2) to four (4) hours, a first and
22 second rest period of at least ten (10) minutes for some shifts worked of between six (6) and
23 eight (8) hours, and a first, second and third rest period of at least ten (10) minutes for some
24 shifts worked of ten (10) hours or more from time to time. PLAINTIFF and other
25 AGGRIEVED EMPLOYEES were also not provided with one hour wages in lieu thereof. As
26 a result of their rigorous work schedules, PLAINTIFF and other AGGRIEVED EMPLOYEES
27 were periodically denied their proper rest periods by DEFENDANT and DEFENDANT's
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1 managers. Additionally, the applicable California Wage Order requires employers to provide
2 employees with off-duty rest periods, which the California Supreme Court defined as time
3 during which an employee is relieved from all work related duties and free from employer
4 control. In so doing, the Court held that the requirement under California law that employers
5 authorize and permit all employees to take rest period means that employers must relieve
6 employees of all duties and relinquish control over how employees spend their time which
7 includes control over the locations where employees may take their rest period. Employers
8 cannot impose controls that prohibit an employee from taking a brief walk - five minutes out,
9 five minutes back. Here, DEFENDANT's policy restricted PLAINTIFF and other
10 AGGRIEVED EMPLOYEES from unconstrained walks and was unlawful based on
11 Defendant's rule which stated PLAINTIFF and other AGGRIEVED EMPLOYEES could not
12 leave the work premises during their rest period.

13 18. Cal. Lab. Code § 226 provides that every employer shall furnish each of his or her
14 employees with an accurate itemized wage statement in writing showing, among other things,
15 gross wages earned and all applicable hourly rates in effect during the pay period and the
16 corresponding amount of time worked at each hourly rate. DEFENDANT from time to time
17 failed to provide to PLAINTIFF and AGGRIEVED EMPLOYEES wage statements that
18 identify the correct gross and net wages earned, the applicable number of hours worked and
19 rates of pay. PLAINTIFF and AGGRIEVED EMPLOYEES were paid on an hourly basis. As
20 such, the wage statements should reflect all applicable hourly rates during the pay period and
21 the total hours worked, and the applicable pay period in which the wages were earned pursuant
22 to California Labor Code Section 226(a). The wage statements DEFENDANT provided to
23 PLAINTIFF and other AGGRIEVED EMPLOYEES failed to identify such information. More
24 specifically, the wage statements failed to identify the accurate total hours worked each pay
25 period. When the hours shown on the wage statements were added up, they did not equal the
26 actual total hours worked during the pay period. Aside, from the violations listed above in this
27 paragraph, DEFENDANT failed to issue to PLAINTIFF and other AGGRIEVED
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1 EMPLOYEES an itemized wage statement that lists all the requirements under California Labor
2 Code 226 *et seq.*

3 19. DEFENDANT underpaid sick pay wages to PLAINTIFF and other AGGRIEVED
4 EMPLOYEES by failing to pay such wages at the regular rate of pay. Specifically, PLAINTIFF
5 and other non-exempt employees earned non-discretionary remuneration, including but not
6 limited to, incentives and bonuses. Rather than pay sick pay at the regular rate of pay,
7 DEFENDANT underpaid sick pay to PLAINTIFF and other AGGRIEVED EMPLOYEES at
8 their base rates of pay.

9 20. Cal. Lab. Code § 204 provides that “[a]ll wages. . . earned by any person in any
10 employment are due and payable twice during each calendar month, on days designated in
11 advance by the employer as the regular paydays.” Further, Cal. Lab. Code § 204(d) expressly
12 requires employers to pay employees all wages owed within Seven (7) days of the close of the
13 payroll period. DEFENDANT from time to time failed to pay PLAINTIFF and other
14 AGGRIEVED EMPLOYEES all wages owed to them within seven (7) days of the close of the
15 payroll period.

16 21. Pursuant to Cal. Lab. Code Section 221, “It shall be unlawful for any employer
17 to collect or receive from an employee any part of wages theretofore paid by said employer to
18 said employee.” DEFENDANT made unlawful deductions from compensation payable to
19 PLAINTIFF and AGGRIEVED EMPLOYEES, failed to disclose all aspects of the deductions
20 from compensation payable to PLAINTIFF and AGGRIEVED EMPLOYEES, and thereby
21 failed to pay these employees all wages due at each applicable pay period and upon termination.

22 22. DEFENDANT intentionally and knowingly failed to reimburse and indemnify
23 PLAINTIFF and the other AGGRIEVED EMPLOYEES for required business expenses
24 incurred by the PLAINTIFF and other AGGRIEVED EMPLOYEES in direct consequence of
25 discharging their duties on behalf of DEFENDANT. Under California Labor Code Section
26 2802, employers are required to indemnify employees for all expenses incurred in the course
27 and scope of their employment. Cal. Lab. Code § 2802 expressly states that "an employer shall
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1 indemnify his or her employee for all necessary expenditures or losses incurred by the employee
2 in direct consequence of the discharge of his or her duties, or of his or her obedience to the
3 directions of the employer, even though unlawful, unless the employee, at the time of obeying
4 the directions, believed them to be unlawful."

5 23. In the course of their employment PLAINTIFF and other AGGRIEVED
6 EMPLOYEES as a business expense, were required by DEFENDANT to use their own personal
7 cellular phones as a result of and in furtherance of their job duties as employees for
8 DEFENDANT but were not reimbursed or indemnified by DEFENDANT for the cost
9 associated with the use of their personal cellular phones for DEFENDANT's benefit. As a
10 result, in the course of their employment with DEFENDANT, PLAINTIFF and other
11 AGGRIEVED EMPLOYEES incurred unreimbursed business expenses which included, but
12 were not limited to, costs related to the use of their personal cellular phones all on behalf of and
13 for the benefit of DEFENDANT.

14 24. By reason of this conduct applicable to PLAINTIFF and all AGGRIEVED
15 EMPLOYEES, DEFENDANT engaged in a company-wide policy and procedure which failed
16 to accurately calculate and record the correct overtime rate for the overtime worked by
17 PLAINTIFF and other AGGRIEVED EMPLOYEES. The proper calculation of these
18 employees' overtime hour rates is the DEFENDANT's burden. As a result of DEFENDANT's
19 intentional disregard of the obligation to meet this burden, DEFENDANT failed to properly
20 calculate and/or pay all required overtime compensation for work performed by the
21 AGGRIEVED EMPLOYEES and violated the California Labor Code and regulations
22 promulgated thereunder as herein alleged.

23 25. All of the conduct and violations alleged herein occurred during the PAGA
24 PERIOD. To the extent that any of the conduct and violations alleged herein did not affect
25 PLAINTIFF during the PAGA PERIOD, PLAINTIFF seeks penalties for those violations that
26 affected other AGGRIEVED EMPLOYEES pursuant to *Carrington v. Starbucks Corp.* 2018
27 AJDAR 12157 (Certified for Publication 12/19/18).

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JURISDICTION AND VENUE

26. This Court has jurisdiction over this Action pursuant to California Code of Civil Procedure, Section 410.10.

27. Venue is proper in this Court pursuant to California Code of Civil Procedure, Sections 395 and 395.5, because DEFENDANT (i) currently maintains and at all relevant times maintained offices and facilities in this County and/or conducts substantial business in this County, and (ii) committed the wrongful conduct herein alleged in this County against PLAINTIFF and the AGGRIEVED EMPLOYEES.

FIRST CAUSE OF ACTION

For Violation of the Private Attorneys General Act

[Cal. Lab. Code §§ 2698, *et seq.*]

(By PLAINTIFF and Against All Defendants)

28. PLAINTIFF realleges and incorporates by this reference, as though fully set forth herein, the prior paragraphs of this Complaint.

29. PAGA is a mechanism by which the State of California itself can enforce state labor laws through the employee suing under the PAGA who do so as the proxy or agent of the state's labor law enforcement agencies. An action to recover civil penalties under PAGA is fundamentally a law enforcement action designed to protect the public and not to benefit private parties. The purpose of the PAGA is not to recover damages or restitution, but to create a means of "deputizing" citizens as private attorneys general to enforce the Labor Code. In enacting PAGA, the California Legislature specified that "it was ... in the public interest to allow aggrieved employees, acting as private attorneys general to recover civil penalties for Labor Code violations ..." Stats. 2003, ch. 906, § 1. Accordingly, PAGA claims cannot be subject to arbitration.

30. PLAINTIFF, and such persons that may be added from time to time who satisfy the requirements and exhaust the administrative procedures under the Private

1 Attorney General Act, brings this Representative Action on behalf of the State of California
2 with respect to herself and all individuals who are or previously were employed by
3 DEFENDANT in California and who were classified as non exempt employees
4 (“AGGRIEVED EMPLOYEES”) during the time period of March 31, 2020 until a date as
5 determined by the Court (the "PAGA PERIOD").

6 31. On March 31, 2021, PLAINTIFF gave written notice by electronic mail to the
7 Labor and Workforce Development Agency (the "Agency") and by certified mail to the
8 employer of the specific provisions of this code alleged to have been violated as required by
9 Labor Code § 2699.3. The statutory waiting period for PLAINTIFF to add these allegations
10 to the Complaint has expired. As a result, pursuant to Section 2699.3, PLAINTIFF may
11 now commence a representative civil action under PAGA pursuant to Section 2699 as the
12 proxy of the State of California with respect to all AGGRIEVED EMPLOYEES as herein
13 defined.

14 32. The policies, acts and practices heretofore described were and are an unlawful
15 business act or practice because DEFENDANT (a) failed to provide PLAINTIFF and the
16 other AGGRIEVED EMPLOYEES accurate itemized wage statements, (b) failed to
17 properly record and provide legally required meal and rest periods, (c) failed to pay
18 minimum wages, (d) failed to pay overtime wages, (e) failed to reimburse employees for
19 required expenses, and (f) failed to provide wages when due, all in violation of the
20 applicable Labor Code sections listed in Labor Code §§ 201, 202, 203, 204 *et seq.*, 210,
21 226(a), 226.7, 246, 351, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California
22 Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), and the applicable Wage
23 Order(s), and thereby gives rise to civil penalties as a result of such conduct.¹ PLAINTIFF
24 hereby seeks recovery of only civil penalties as prescribed by the Labor Code Private
25 Attorney General Act of 2004 as the representative of the State of California for the illegal
26

27 ¹Plaintiff specifically excludes and/or does not allege any claims under California Labor
28 Code §558(a)(3).

1 conduct perpetrated on PLAINTIFF and the other AGGRIEVED EMPLOYEES.

2
3 **PRAYER FOR RELIEF**

4 WHEREFORE, PLAINTIFF prays for judgment against each Defendant, jointly and
5 severally, as follows:

6 1. On behalf of the State of California and with respect to all AGGRIEVED
7 EMPLOYEES:

8 A) Recovery of civil penalties as prescribed by the Labor Code Private
9 Attorneys General Act of 2004; and,

10 B) An award of attorneys' fees and cost of suit, as allowable under the
11 law, including, but not limited to, pursuant to Labor Code §2699.

12 Dated: April 9, 2021

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW
13 LLP

14
15 By: /s/ Norman Blumenthal
16 Norman B. Blumenthal
Attorneys for Plaintiff
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EXHIBIT 3

EXHIBIT 4

JCL Law Firm
Unbilled Time
Activity: All Dates

Activity Date	Posting	Employee	Memo/Description	Rate	Duration	Amount	Balance
Howard v. Koulox Enterprise (002-305)							
09/18/2021	No	Jean Claude Lapuyade	Law and Motion - Drafted, Revised and Edited Dec. ISO Reply	850.00	1.6	1,360.00	1,360.00
04/08/2022	No	Jean Claude Lapuyade	Drafted Notice of Appearance	850.00	0.8	680.00	2,040.00
04/16/2022	No	Jean Claude Lapuyade	Mediation - Emails to/from OC Re Mediation	850.00	0.5	425.00	2,465.00
04/20/2022	No	Jean Claude Lapuyade	Mediation - R&R Mediation Briefings Guidelines	850.00	0.3	255.00	2,720.00
08/04/2022	No	Jean Claude Lapuyade	Case Management - Emails to/from OC Re Mediation	850.00	0.3	255.00	2,975.00
08/17/2022	No	Jean Claude Lapuyade	Discovery - Drafted, Revised and Edited SI (Set 1)	850.00	1	850.00	3,825.00
08/17/2022	No	Jean Claude Lapuyade	Emails to/from Client Re Status	850.00	0.4	340.00	4,165.00
08/18/2022	No	Jean Claude Lapuyade	Case Management - TCW OC Re Mediation	850.00	0.5	425.00	4,590.00
09/26/2022	No	Jean Claude Lapuyade	Discovery - Drafted and Revised M&C Letter Re SI Set 1	850.00	0.6	510.00	5,100.00
10/11/2022	No	Jean Claude Lapuyade	Discovery - Emails to/from OC Re M&C on SI (Set 1)	850.00	0.5	425.00	5,525.00
10/28/2022	No	Jean Claude Lapuyade	Case Management - Emails to/from Client Re Status	850.00	0.5	425.00	5,950.00
11/18/2022	No	Jean Claude Lapuyade	Discovery - Drafted, Revised and Edited Stip to Stay	850.00	0.5	425.00	6,375.00
11/18/2022	No	Jean Claude Lapuyade	Case Management - Drafted, Revised and Edited CMS	850.00	0.8	680.00	7,055.00
11/23/2022	No	Jean Claude Lapuyade	Discovery - Emails to/from OC Re Extension on Defendant Responses	850.00	0.3	255.00	7,310.00
12/12/2022	No	Jean Claude Lapuyade	Discovery - R&R Defendant's Answers to SI (Set 1)	850.00	0.8	680.00	7,990.00
01/05/2023	No	Jean Claude Lapuyade	Cause Management - Drafted, Revised and Edited Stip to Stay	850.00	1	850.00	8,840.00
01/13/2023	No	Jean Claude Lapuyade	Discovery - Emails to/from OC Re Data	850.00	0.2	170.00	9,010.00
01/16/2023	No	Jean Claude Lapuyade	Discovery - Emails to/from Data	850.00	0.5	425.00	9,435.00
01/23/2023	No	Jean Claude Lapuyade	Discovery - Emails to/from OC Re Mediation Data	850.00	0.3	255.00	9,690.00
01/26/2023	No	Jean Claude Lapuyade	Discovery - Drafted M&C Letter Re SI (Set1)	850.00	1.5	1,275.00	10,965.00
02/10/2023	No	Jean Claude Lapuyade	Law and Motion - Drafted, Revised and Edited Motion to Compel	850.00	1.4	1,190.00	12,155.00
02/13/2023	No	Jean Claude Lapuyade	Case Management - Emails to/from Mediator Re Dates	850.00	0.3	255.00	12,410.00
03/31/2023	No	Jean Claude Lapuyade	Discovery - Drafted, Revised and Edited Stip to Continue MTC	850.00	1	850.00	13,260.00
05/01/2023	No	Jean Claude Lapuyade	Law and Motion - Emails to/from OC Re Continuance on Motion to Compel	850.00	0.2	170.00	13,430.00
05/03/2023	No	Jean Claude Lapuyade	Law and Motion - Emails to/from OC Re Stip to Continue MTC	850.00	0.4	340.00	13,770.00
05/25/2023	No	Jean Claude Lapuyade	Law and Motion - R&R Reply to MTC	850.00	1.6	1,360.00	15,130.00
08/29/2023	No	Jean Claude Lapuyade	Fact Investigation - Interview with CP RE Claims	850.00	1.2	1,020.00	16,150.00
09/05/2023	No	Jean Claude Lapuyade	Case Management - Emails to/from Co Counsel Re Waiver of Arb. and Sanctions	850.00	1	850.00	17,000.00
09/26/2023	No	Jean Claude Lapuyade	Case Management - Emails to/from OC Re Mediation	850.00	0.2	170.00	17,170.00
10/09/2023	No	Jean Claude Lapuyade	Fact Investigation - Emails to/from OC Re Pinon Employee File	850.00	0.5	425.00	17,595.00
10/26/2023	No	Jean Claude Lapuyade	Law and Motion - Revised and Edited Reply to Vacate Arb.	850.00	1.5	1,275.00	18,870.00

11/01/2023	No	Jean Claude Lapuyade	Law and Motion - R&R COURT's tentative re Lift Stay	850.00	0.5	425.00	19,295.00
11/07/2023	No	Jean Claude Lapuyade	Case Management - Emails to/from Co Counsel Re Amended Pleadings	850.00	0.7	595.00	19,890.00
01/19/2024	No	Jean Claude Lapuyade	Law and Motion - R&R Defendant's Opposition to Leave to Amend	850.00	2	1,700.00	21,590.00
01/23/2024	No	Jean Claude Lapuyade	Law and Motion - Revised and Edited Reply to MTC	850.00	2	1,700.00	23,290.00
03/08/2024	No	Jean Claude Lapuyade	Law and Motion - Emails to/from OC Re M&C on Demurrer	850.00	0.3	255.00	23,545.00
06/20/2024	No	Jean Claude Lapuyade	Case Management - Emails to/from OC Re Mediation	850.00	0.5	425.00	23,970.00
07/17/2024	No	Jean Claude Lapuyade	Case Management - Emails to/from OC Re Mediation	850.00	0.3	255.00	24,225.00
09/09/2024	No	Jean Claude Lapuyade	Discovery - Emails to/from OC Re Mediation Data	850.00	0.3	255.00	24,480.00
09/28/2024	No	Jean Claude Lapuyade	Law and Motion - Revised and Edited Mediation Brief	850.00	3	2,550.00	27,030.00
11/04/2024	No	Jean Claude Lapuyade	Discovery - R&R Mediation Data	850.00	3.4	2,890.00	29,920.00
11/05/2024	No	Jean Claude Lapuyade	Mediation - Attended Mediation	850.00	8	6,800.00	36,720.00
11/14/2024	No	Jean Claude Lapuyade	Law and Motion - Revised and Edited Motion to Continue Trial	850.00	1.3	1,105.00	37,825.00
12/03/2024	No	Jean Claude Lapuyade	Discovery - R&R Defendant's SI (Set 1), RFP (Set1), FR-G (Set 1), FR-E (Set 1)	850.00	4	3,400.00	41,225.00
04/14/2025	No	Jean Claude Lapuyade	Settlement - emails to/from OC Re SAR	850.00	0.2	170.00	41,395.00
04/29/2025	No	Jean Claude Lapuyade	Settlement - emails to/from OC Re SAR	850.00	0.5	425.00	41,820.00
05/08/2025	No	Jean Claude Lapuyade	Settlement - emails to/from OC Re SAR	850.00	0.2	170.00	41,990.00
05/19/2025	No	Jean Claude Lapuyade	Settlement - R&R defense edits to SAR and emails to/from co counsel re same	850.00	1.3	1,105.00	43,095.00
07/14/2025	No	Jean Claude Lapuyade	Settlement - emails to/from OC Re SAR	850.00	0.3	255.00	43,350.00
10/29/2025	No	Jean Claude Lapuyade	Settlement - emails to/from admin re review of class data for settlement approval	850.00	0.3	255.00	43,605.00
10/31/2025	No	Jean Claude Lapuyade	Settlement - emails to/from admin and OC re class data and pay period count	850.00	0.5	425.00	44,030.00
					51.8	44,030.00	
02/06/2024	No	Jennifer Heming	Review, finalize, and serve SI set 2, serve conformed FAC, calendar deadlines	250.00	0.8	200.00	200.00
02/23/2024	No	Jennifer Heming	Review and save COA's letter re opening brief, calendar deadlines	250.00	0.3	75.00	275.00
03/12/2024	No	Jennifer Heming	Review and save Defendant's resps. to SI (Set 2), calendar deadline	250.00	0.3	75.00	350.00
03/18/2024	No	Jennifer Heming	Research re appeal deadlines	250.00	0.4	100.00	450.00
03/19/2024	No	Jennifer Heming	Review and save Defendant's motion to strike, calendar hearing and deadlines	250.00	0.4	100.00	550.00
03/19/2024	No	Jennifer Heming	Review and save Defendant's Demurrer, calendar hearing and deadlines	250.00	0.4	100.00	650.00
03/22/2024	No	Jennifer Heming	Email corres. with OC. Finalize Ltr. Calendar.	250.00	0.5	125.00	775.00
03/27/2024	No	Jennifer Heming	Review and save COA's Letter re untimely brief. Calendar deadline.	250.00	0.6	150.00	925.00
03/28/2024	No	Jennifer Heming	Client update	250.00	0.5	125.00	1,050.00
04/10/2024	No	Jennifer Heming	Review and save COA's order granting APP's extension to file opening brief. Calendaring.	250.00	0.6	150.00	1,200.00
04/10/2024	No	Jennifer Heming	Review and save APP's petition for writ. Research. Calendaring.	250.00	0.8	200.00	1,400.00
04/15/2024	No	Jennifer Heming	File maintenance.	250.00	0.5	125.00	1,525.00
04/16/2024	No	Jennifer Heming	Call with COA clerk re oppo to writ deadline	250.00	0.4	100.00	1,625.00
04/18/2024	No	Jennifer Heming	Email to OC re MTC	250.00	0.2	50.00	1,675.00
04/23/2024	No	Jennifer Heming	Review LR's. Review CRC. Review, finalize, file, and serve Oppo to petition for writ.	250.00	2.8	700.00	2,375.00
04/24/2024	No	Jennifer Heming	Review and save conformed Oppo to petition for writ	250.00	0.2	50.00	2,425.00
05/03/2024	No	Jennifer Heming	Review and save COA's order denying APP's writ for superseadas	250.00	0.4	100.00	2,525.00
05/07/2024	No	Jennifer Heming	Call with department clerk	250.00	0.3	75.00	2,600.00

05/13/2024	No	Jennifer Heming	Review and save Brito SAR and Complaint.	250.00	0.4	100.00	2,700.00
05/15/2024	No	Jennifer Heming	Review LRs. Review, finalize, file, and serve Stip to cont. MTS & Demurrer.	250.00	0.8	200.00	2,900.00
05/16/2024	No	Jennifer Heming	Review calendaring. Review, finalize, file, and serve Oppo to MTS and Oppo to Demurrer.	250.00	1.4	350.00	3,250.00
05/28/2024	No	Jennifer Heming	Review and save conformed order cont. hearing on Demurrer & MTS. Serve on OC. Calendaring.	250.00	0.6	150.00	3,400.00
06/10/2024	No	Jennifer Heming	Email corres. with OC.	250.00	0.2	50.00	3,450.00
06/10/2024	No	Jennifer Heming	Review and save appellant's opening brief. Calendaring	250.00	0.6	150.00	3,600.00
06/11/2024	No	Jennifer Heming	Review calendaring. Email corres. with OC re MTC	250.00	0.2	50.00	3,650.00
06/25/2024	No	Jennifer Heming	Email corres. with OC re mediators.	250.00	0.2	50.00	3,700.00
07/02/2024	No	Jennifer Heming	Review COA LRs. Review, finalize, file, and serve request for extension.	250.00	0.9	225.00	3,925.00
07/22/2024	No	Jennifer Heming	Email corres. with OC. Email corres. with mediator's office re availability.	250.00	0.3	75.00	4,000.00
07/24/2024	No	Jennifer Heming	Review calendaring. Email corres. with OC & mediator's office. Schedule mediation.	250.00	0.3	75.00	4,075.00
07/29/2024	No	Jennifer Heming	Email corres. with OC and mediator's office.	250.00	0.3	75.00	4,150.00
08/05/2024	No	Jennifer Heming	Email corres. with mediators' offices re availability.	250.00	0.3	75.00	4,225.00
08/05/2024	No	Jennifer Heming	Email corres. with OC re stipulation to extend reply brief deadline.	250.00	0.3	75.00	4,300.00
08/06/2024	No	Jennifer Heming	Review, finalize, and file stip to extend reply brief deadline. Check COA docket re extension on deadline to file responsive brief. Calendaring.	250.00	0.8	200.00	4,500.00
08/07/2024	No	Jennifer Heming	Email corres. with OC and mediators offices	250.00	0.3	75.00	4,575.00
08/07/2024	No	Jennifer Heming	Email corres. with OC re M&C on stip to stay	250.00	0.3	75.00	4,725.00
08/09/2024	No	Jennifer Heming	Email corres. with OC re stip to stay	250.00	0.1	25.00	4,750.00
08/14/2024	No	Jennifer Heming	Email corres. with OC re stip to stay & cont. hearings	250.00	0.2	50.00	4,800.00
08/22/2024	No	Jennifer Heming	Review LRs. Review, finalize, file, and serve stip to stay and continue hearings.	250.00	0.8	200.00	5,000.00
08/23/2024	No	Jennifer Heming	Review calendaring. Calendaring trial deadlines per CCP	250.00	0.6	150.00	5,150.00
08/24/2024	No	Jennifer Heming	Email corres. with OC re number of aggrieved employees	250.00	0.2	50.00	5,200.00
08/26/2024	No	Jennifer Heming	Review calendaring. Review, finalize, file, and serve Oppo to demurrer and MTS.	250.00	0.8	200.00	5,400.00
08/28/2024	No	Jennifer Heming	Email corres. with OC re number of aggrieved employees.	250.00	0.2	50.00	5,450.00
08/28/2024	No	Jennifer Heming	Email corres. with OC re number of aggrieved employees.	250.00	0.2	50.00	5,500.00
08/30/2024	No	Jennifer Heming	Review Court docket. Review and save Court's notice of reassignment. Serve on OC. Calendaring.	250.00	0.5	125.00	5,625.00
09/03/2024	No	Jennifer Heming	Email corres. with OC re number of aggrieved employees.	250.00	0.2	50.00	5,675.00
09/04/2024	No	Jennifer Heming	Review CRC. Review LRs. Review, finalize, file, and serve Respondent's Appeal Brief.	250.00	1.9	475.00	6,150.00
09/09/2024	No	Jennifer Heming	Email corres. with OC re number of aggrieved employees.	250.00	0.2	50.00	6,200.00
09/10/2024	No	Jennifer Heming	Review and save conformed order to stay and cont. hearings. Serve on OC. Calendaring.	250.00	0.4	100.00	6,300.00
09/11/2024	No	Jennifer Heming	Email corres. with OC re number of aggrieved employees.	250.00	0.2	50.00	6,350.00
09/13/2024	No	Jennifer Heming	Email corres. with OC re number of aggrieved employees.	250.00	0.2	50.00	6,400.00
09/18/2024	No	Jennifer Heming	Email corres. with OC re mediation data	250.00	0.2	50.00	6,450.00
09/19/2024	No	Jennifer Heming	Email corres. with OC re sample selection	250.00	0.5	125.00	6,575.00
09/25/2024	No	Jennifer Heming	Review and save COA's order granting APP's extension. Calendaring.	250.00	0.4	100.00	6,675.00
09/26/2024	No	Jennifer Heming	Email corres. with mediator's office.	250.00	0.3	75.00	6,750.00
11/26/2024	No	Jennifer Heming	Review, finalize, and serve demand for expert witness list.	250.00	0.8	200.00	6,950.00
12/18/2024	No	Jennifer Heming	Email corres. with court reporter re cancelled deposition.	250.00	0.3	75.00	7,025.00
				28.1		7,025.00	
02/06/2025	No	Johnny Nitti	Communications -- Review and analyze Admin Bids.	500.00	0.4	200.00	200.00
02/06/2025	No	Johnny Nitti	Settlement -- Drafted SAR.	500.00	3.2	1,600.00	1,800.00
02/27/2025	No	Johnny Nitti	Pleadings -- Review and analyze notice of settlement and proposed order.	500.00	0.6	300.00	2,100.00
03/03/2025	No	Johnny Nitti	Pleadings -- Draft and revise PAGA SAR.	500.00	3.4	1,700.00	3,800.00
03/03/2025	No	Johnny Nitti	Pleadings-- Review, analyze and draft supervising attorney's comments and requested revisions.	500.00	2.4	1,200.00	5,000.00
03/03/2025	No	Johnny Nitti	Legal Research -- PAGA SAR.	500.00	2.1	1,050.00	6,050.00
03/03/2025	No	Johnny Nitti	Pleadings -- Review Partner's revisions on PAGA SAR.	500.00	2.8	1,400.00	7,450.00
03/10/2025	No	Johnny Nitti	Communications - Review and analyze communication with OC re Notice of settlement and proposed order.	500.00	0.2	100.00	7,550.00
03/10/2025	No	Johnny Nitti	Communications -- Reviewing Notice of Settlement and proposed order approvals.	500.00	0.6	300.00	7,850.00
03/19/2025	No	Johnny Nitti	Pleadings - Review court's minute order.	500.00	0.4	200.00	8,050.00

07/07/2025	No	Johnny Nitti	Litigation - Review Appellant's Status report.	500.00	0.4	200.00	8,250.00
07/28/2025	No	Johnny Nitti	Communications - Discussing settlement agreement status internally.	500.00	0.5	250.00	8,500.00
09/02/2025	No	Johnny Nitti	Litigation - Draft and revise declaration re OSC.	500.00	1.9	950.00	9,450.00
09/10/2025	No	Johnny Nitti	Litigation - OSC re Settlement with Judge Lofton	500.00	0.9	450.00	9,900.00
09/12/2025	No	Johnny Nitti	Communications - Team meeting to discuss the matter.	500.00	0.4	200.00	10,100.00
09/23/2025	No	Johnny Nitti	Communications - Phone call with client Breann Howard re settlement agreement.	500.00	0.4	200.00	10,300.00
10/27/2025	No	Johnny Nitti	Litigation - Draft Notice of motion, proposed order, PA.	500.00	3.2	1,600.00	11,900.00
10/28/2025	No	Johnny Nitti	Litigation - Draft Declarations in support of SA and review and revise PA's.	500.00	4.6	2,300.00	14,200.00
10/31/2025	No	Johnny Nitti	Communications - Review revisions of Co-Counsel and further revise PA's.	500.00	1.7	850.00	15,050.00
					30.1	15,050.00	
01/22/2024	No	Perssia Razma	Legal research re reply to Def's oppo to MTC	500.00	4	2,000.00	2,000.00
01/23/2024	No	Perssia Razma	Law and motion- drafted reply to Def's oppo to MTC	500.00	4	2,000.00	4,000.00
01/24/2024	No	Perssia Razma	Law and motion- drafting reply to Def's oppo to MTC	500.00	2	1,000.00	5,000.00
02/01/2024	No	Perssia Razma	case management- re hearing summary	500.00	0.3	150.00	5,150.00
02/01/2024	No	Perssia Razma	case management- discussion w/ co-counsel re hearing summary	500.00	0.3	150.00	5,300.00
02/06/2024	No	Perssia Razma	discovery- reviewed SI set 2 draft	500.00	0.5	250.00	5,550.00
02/06/2024	No	Perssia Razma	Discovery- reviewed SI to def draft	500.00	0.3	150.00	5,700.00
03/01/2024	No	Perssia Razma	Case management- discussion w/ co-counsel re case status	500.00	0.2	100.00	5,800.00
04/04/2024	No	Perssia Razma	Case management- emails w/ oc/co-counsel re m&c scheduling	500.00	0.4	200.00	6,000.00
04/10/2024	No	Perssia Razma	Case management- reviewed def's writ of supersedeas	500.00	0.5	250.00	6,250.00
04/18/2024	No	Perssia Razma	Case management- emails w/ oc/co-counsel re extension	500.00	0.2	100.00	6,350.00
05/09/2024	No	Perssia Razma	case management/law and motion- reviewed def demurrer papers	500.00	1	500.00	6,850.00
05/13/2024	No	Perssia Razma	Case management- call w/ oc re upcoming motions/mediation	500.00	0.4	200.00	7,050.00
05/14/2024	No	Perssia Razma	Pleadings- reviewed stip to continue	500.00	0.2	100.00	7,150.00
05/15/2024	No	Perssia Razma	Case management- emails w/ co-counsel/oc re stip to continue	500.00	0.5	250.00	7,400.00
05/16/2024	No	Perssia Razma	Motions- reviewed oppo to demurrer	500.00	0.3	150.00	7,550.00
05/22/2024	No	Perssia Razma	Case management- email to oc re mediation	500.00	0.1	50.00	7,600.00
05/23/2024	No	Perssia Razma	Case management- email to oc re mediation	500.00	0.1	50.00	7,650.00
05/28/2024	No	Perssia Razma	Case management- reviewed conformed order to continue	500.00	0.1	50.00	7,700.00
06/10/2024	No	Perssia Razma	Law and motion- reviewed def opening brief	500.00	1	500.00	8,200.00
06/11/2024	No	Perssia Razma	Case management- emails w/ co-counsel/oc re mediation, mtc deadline	500.00	0.5	250.00	8,450.00
06/17/2024	No	Perssia Razma	Case management- emails w/ co-counsel/oc re mediators	500.00	0.2	100.00	8,550.00
06/25/2024	No	Perssia Razma	Case management- emails w/ co-counsel/oc re mediators	500.00	0.3	150.00	8,700.00
07/22/2024	No	Perssia Razma	case management- emails w/ co-counsel/oc re mediation	500.00	0.4	200.00	8,900.00
07/24/2024	No	Perssia Razma	case management- emails w/ co-counsel/oc re mediation	500.00	0.7	350.00	9,250.00
07/31/2024	No	Perssia Razma	Case Management- emails w/ co-counsel/oc re setting mediation	500.00	0.7	350.00	9,600.00
08/05/2024	No	Perssia Razma	Case Management- emails w/ co-counsel/oc re setting mediation	500.00	0.7	350.00	9,950.00
08/07/2024	No	Perssia Razma	Case Management- emails w/ co-counsel/oc stip to stay/data demand	500.00	0.8	400.00	10,350.00
09/13/2024	No	Perssia Razma	Case management- emails w/ co-counsel/oc re mediation data	500.00	0.8	400.00	10,750.00
09/18/2024	No	Perssia Razma	Case management- emails w/ co-counsel/oc re data production	500.00	0.6	300.00	11,050.00
09/19/2024	No	Perssia Razma	Case management- emails w/ co-counsel/oc re data production	500.00	0.4	200.00	11,250.00
09/25/2024	No	Perssia Razma	Factual investigation re claims for med brief	500.00	0.9	450.00	11,700.00
09/25/2024	No	Perssia Razma	Factual investigation- call w client re claims	500.00	0.5	250.00	11,950.00
09/25/2024	No	Perssia Razma	Factual investigation- created timeline of procedural history for med brief	500.00	1	500.00	12,450.00
09/25/2024	No	Perssia Razma	Case management- call w/ client re mediation/claims	500.00	0.5	250.00	12,700.00
09/26/2024	No	Perssia Razma	Case management- emails w/ co-counsel/oc re data production	500.00	0.5	250.00	12,950.00
09/27/2024	No	Perssia Razma	Case management- call w/ mediator re data	500.00	0.2	100.00	13,050.00
09/27/2024	No	Perssia Razma	Case management- emails w/ co-counsel re med brief	500.00	0.4	200.00	13,250.00
11/05/2024	No	Perssia Razma	attended mediation	500.00	7	3,500.00	16,750.00

11/13/2024	No	Perssia Razma	Law and motion- reviewed Def reply to oppo to demurrer/motion to strike	500.00	0.4	200.00	16,950.00
11/18/2024	No	Perssia Razma	Discovery-factual investigation/draft SI set 3	500.00	2	1,000.00	17,950.00
11/18/2024	No	Perssia Razma	Discovery- emails/discussion w co-counsel re SI	500.00	0.2	100.00	18,050.00
					36.1	18,050.00	
11/17/2022	No	Sydney Castillo-Johnson	Review CMS	500.00	0.4	200.00	200.00
12/12/2022	No	Sydney Castillo-Johnson	Attend CMC	500.00	0.5	250.00	450.00
06/22/2023	No	Sydney Castillo-Johnson	File maintenance	500.00	0.3	150.00	600.00
09/11/2023	No	Sydney Castillo-Johnson	Case management	500.00	0.3	150.00	750.00
11/06/2023	No	Sydney Castillo-Johnson	Case management	500.00	0.2	100.00	850.00
11/09/2023	No	Sydney Castillo-Johnson	Case management - discovery, deadlines, MTC	500.00	0.5	250.00	1,100.00
11/16/2023	No	Sydney Castillo-Johnson	Law and Motion - Revised and Edited Motion to Amend	500.00	1.6	800.00	1,900.00
01/22/2024	No	Sydney Castillo-Johnson	Case management - meeting re reply	500.00	0.2	100.00	2,000.00
01/25/2024	No	Sydney Castillo-Johnson	Law and Motion - emails re amendments	500.00	0.5	250.00	2,250.00
01/30/2024	No	Sydney Castillo-Johnson	Case management - emails re call with OC	500.00	0.5	250.00	2,500.00
01/31/2024	No	Sydney Castillo-Johnson	Case management - emails re ex parte	500.00	0.2	100.00	2,600.00
02/01/2024	No	Sydney Castillo-Johnson	Case management - emails re MTC hearings	500.00	0.3	150.00	2,750.00
02/02/2024	No	Sydney Castillo-Johnson	Case management - emails re notice of ruling and court's MO	500.00	0.3	150.00	2,900.00
03/01/2024	No	Sydney Castillo-Johnson	Pleadings - emails re demurrer	500.00	0.2	100.00	3,000.00
03/19/2024	No	Sydney Castillo-Johnson	Law and motion - emails re demurrer and mxn to strike	500.00	0.5	250.00	3,250.00
03/23/2024	No	Sydney Castillo-Johnson	Legal research - discovery objections; contact info; privacy	500.00	1	500.00	3,750.00
03/23/2024	No	Sydney Castillo-Johnson	Discovery - review DEF SI Set 2 responses; draft M&C and belaire	500.00	2.4	1,200.00	4,950.00
03/26/2024	No	Sydney Castillo-Johnson	Law and motion - emails re opening brief	500.00	0.5	250.00	5,200.00
03/27/2024	No	Sydney Castillo-Johnson	Law and motion - emails re opening brief deadline	500.00	0.4	200.00	5,400.00
04/04/2024	No	Sydney Castillo-Johnson	Case management - emails re call with OC	500.00	0.3	150.00	5,550.00
08/07/2024	No	Sydney Castillo-Johnson	Mediation - review mediator's corresp.; review and revise stip and data demand; emails re scope of mediation	500.00	1	500.00	6,050.00
08/21/2024	No	Sydney Castillo-Johnson	Case management - meeting re mediation and alt. plan re trial	500.00	0.4	200.00	6,250.00
08/22/2024	No	Sydney Castillo-Johnson	Mediation - call with OC re data production	500.00	0.4	200.00	6,450.00
12/09/2024	No	Sydney Castillo-Johnson	Law and motion - Motion to Compel ("MTC") Person Most Knowledgeable ("PMK") deposition; emails and meeting re MTC PMK depo	500.00	0.9	450.00	6,900.00
12/09/2024	No	Sydney Castillo-Johnson	Legal research - MTC PMK Depo; legal standards for compelling depo; category of documents	500.00	3.4	1,700.00	8,600.00
12/10/2024	No	Sydney Castillo-Johnson	Law and motion - MTC PMK Depo; draft P&As, notice and dec in support of ("ISO") MTC	500.00	4.1	2,050.00	10,650.00
12/11/2024	No	Sydney Castillo-Johnson	Law and motion - MTC PMK Depo; meeting re MTC	500.00	0.4	200.00	10,850.00
12/12/2024	No	Sydney Castillo-Johnson	Law and Motion - MTC PMK Depo; revise P&As; finalize motion	500.00	1.3	650.00	11,500.00
01/21/2025	No	Sydney Castillo-Johnson	Settlement - emails re PAGA Period and terms of settlement	500.00	0.3	150.00	11,650.00
01/24/2025	No	Sydney Castillo-Johnson	Settlement - emails re terms of settlement	500.00	0.5	250.00	11,900.00
02/21/2025	No	Sydney Castillo-Johnson	Settlement - emails re SAR; review and revise SAR	500.00	1	500.00	12,400.00

08/13/2025	No	Sydney Castillo-Johnson	Case Management - revise status report; emails re the same	500.00	1	500.00	12,900.00
10/03/2025	No	Sydney Castillo-Johnson	Settlement - emails re SAR	500.00	1	500.00	13,400.00
				26.8		13,400.00	
				172.9	\$	97,555.00	

EXHIBIT 5

Date	Transaction Type	Num	Name	Memo/Description	Amount	Balance
Howard v. Koulox Enterprise (002-305)						
03/31/2022	Journal Entry	Mar 2022 Postage		Copies for Mar 2022	0.40	0.40
03/31/2022	Journal Entry	Mar 2022 Postage		Postage for Mar 2022	21.99	22.39
04/06/2022	Expense		One Legal LLC	One Legal Order Number: 17987087 - Filing Fee Re: Notice of Appearance, Proof of Service	17.19	39.58
04/30/2022	Journal Entry	April 2022 Postage		Copies for April 2022	0.20	39.78
04/30/2022	Journal Entry	April 2022 Postage		Postage for April 2022	14.66	54.44
07/31/2022	Journal Entry	July 2022 Postage		Copies for July 2022	0.55	54.99
09/15/2022	Check	2962	Judicate West	Invoice Number 562033 - re: Case Managment Fee	62.50	117.49
11/23/2022	Expense		One Legal LLC	One Legal Order Number: 19355995 - Filing Fee Re: Case Management Statement, Proof of Service	17.19	134.68
11/30/2022	Journal Entry	Nov. 2022 Postage		Copies for November 2022	0.10	134.78
12/31/2022	Journal Entry	Dec 2022 Postage		Copies for December 2022	0.20	134.98
02/10/2023	Expense		LA Court E-File	Filing Fee	61.65	196.63
02/16/2023	Expense		One Legal LLC	One Legal Order no. 19825872 - Filing Fee Re: Motion to Compel, Memorandum of Points and Authorities	17.66	214.29
02/17/2023	Expense		One Legal LLC	One Legal Order no. 19825873 - Photocopies Re: Motion to Compel	72.58	286.87
02/28/2023	Journal Entry	Feb 2023 Postage		Copies for February 2023	0.20	287.07
04/11/2023	Expense		One Legal LLC	One Legal Order no. 20194402 - Filing Fee Re: Case Managment Statement, Proof of Service	17.66	304.73
04/12/2023	Expense		One Legal LLC	One Legal Order no. 20194380 - Filing Fee Re: Stipulation and Order, Proof of Service	38.25	342.98
04/30/2023	Journal Entry	April 2023 Postage		Copies for April 2023	0.20	343.18
5/19/2023	Expense		One Legal LLC	One Legal Order Number: 20445654 - Filing Fee Re: Opposition, Request for Judicial Notice, Declaration	62.03	405.21
05/20/2023	Expense		One Legal LLC	One Legal Order Number: 20445653 - Filing Fee Re: Oppostition, Request for Judicial Notice, Declaration, Proof of Service	17.66	422.87
05/31/2023	Journal Entry	May 2023 Postage		Copies for May 2023	0.20	423.07
07/31/2023	Journal Entry	July 2023 Postage		Copies for July 2023	0.20	423.27
09/06/2023	Expense		LA Court E-File		61.65	484.92
09/21/2023	Deposit		Howard v. Koulox Enterprise (002-305)	Refund	-350.00	134.92
09/30/2023	Journal Entry	Sept. 2023 Postage		Copies for September 2023	0.20	135.12
10/13/2023	Expense		One Legal LLC	One Legal Order Number: 21412768 - Filing Fee Re: Notice, Proof of Service	17.66	152.78

10/31/2023	Journal Entry	Oct. 2023 Postage		Copies for October 2023	0.10	152.88
11/03/2023	Expense		LA Court E-File		3.00	155.88
11/07/2023	Expense		One Legal LLC	One Legal Order Number: 21578222 - Filing Fee Re: Notice of Ruling, Proof of Service	17.66	173.54
11/10/2023	Expense		LA Court E-File		61.65	235.19
11/17/2023	Expense		One Legal LLC	One Legal Order Number: 21659328 - Filing Fee Re: Memorandum of Points Declaration and Order, Proof of Service	17.66	252.85
11/21/2023	Expense		LA Court E-File		61.65	314.50
11/22/2023	Expense		One Legal LLC	One Legal Order Number: 21687474 - Filing Fee Re: Motion to Compel, Memorandum of Points & Authorities, Separate Statement, Declaration, Order, Proof of Service	17.66	332.16
11/30/2023	Journal Entry	Nov. 2023 Postage		Copies for November 2023	0.50	332.66
12/05/2023	Expense		LA Court E-File		20.55	353.21
12/06/2023	Expense		One Legal LLC	One Legal Order Number: 21772311 - Filing Fee Re: Notice of Motion, Proof of Service	17.66	370.87
12/12/2023	Check	3576	Judicate West	Invoice Number : 583482	187.50	558.37
12/31/2023	Journal Entry	Dec. 2023 Postage		Copies for December 2023	0.60	558.97
12/31/2023	Journal Entry	Dec. 2023 Postage		Postage for December 2023	0.63	559.60
01/23/2024	Expense		LA Superior Court		5.40	565.00
01/25/2024	Expense		One Legal LLC	One Legal Order Number: 22084873 - Filing Fee Re: Reply, Supplemental Declaration, Request for Judicial Notice, Proof of Service	19.71	584.71
01/25/2024	Expense		One Legal LLC	One Legal Order Number: 22086071 - Filing Fee Re: Reply, Declaration, Request for Judicial Notice, Proof of Service	19.71	604.42
01/31/2024	Journal Entry	Jan. 2024 Postage		Copies for January 2024	15.00	619.42
02/01/2024	Expense		One Legal LLC	One Legal Order Number: 22134492 - Filing Fee Re: Opposition, Request for Judicial Notice, Proof of Service	19.71	639.13
02/03/2024	Expense		LA Superior Court		4.00	643.13
02/05/2024	Expense		One Legal LLC	One Legal Order Number: 22163089 - Filing Fee Re: Amended Complaint, Proof of Service	19.71	662.84
02/29/2024	Journal Entry	Feb 2024 Postage		Copies for February 2024	0.20	663.04
03/11/2024	Check	3720	Knox Attorney Services, Inc.	Inv. 4426829 - Delivery for Dept. X	127.55	790.59
04/30/2024	Journal Entry	April 2024 Postage		Postage for April 2024	1.87	792.46
04/30/2024	Journal Entry	April 2024 Postage		Copies for April 2024	3.30	795.76
05/13/2024	Expense		San Bernardino Court		21.94	817.70
05/16/2024	Expense		One Legal LLC	One Legal Order No. 22915831 - Filing Fee Re: Opposition, Proof of Service	19.71	837.41
05/16/2024	Expense		One Legal LLC	One Legal Order No. 22907924 - Filing Fee Re: Stipulation and Order, Proof of Service	40.30	877.71
05/31/2024	Journal Entry	May 2024 Postage		Postage for May 2024	1.87	879.58
05/31/2024	Journal Entry	May 2024 Postage		Copies for May 2024	3.30	882.88
06/30/2024	Journal Entry	June 2024 Copies		June 2024 Copies	0.30	883.18
07/01/2024	Expense		2nd District Court of Appeals		422.70	1,305.88

08/06/2024	Expense		2nd District Court of Appeals		10.50	1,316.38
08/13/2024	Check	3918	Rutan & Tucker, LLP	Inv. 037837-0008M	2,500.00	3,816.38
08/23/2024	Expense		One Legal LLC	One Legal Order No. 23588865 - Filing Fee Re: Stipulation and Order, Proof of Service	40.30	3,856.68
08/28/2024	Expense		One Legal LLC	One Legal Order No. 23617359 - Filing Fee Re: Opposition, Proof of Service	19.71	3,876.39
09/30/2024	Journal Entry	Aug/Sept. 2024 Post.		Aug/Sept 2024 Postage	3.00	3,879.39
09/30/2024	Journal Entry	Aug/Sept. 2024 Print.		Aug/Sept. 2024 Printing	4.30	3,883.69
10/14/2024	Expense		One Legal LLC	One Legal Order No. 23931943 - Filing Fee Re: Stipulation and Order, Proof of Service	41.45	3,925.14
10/15/2024	Expense		One Legal LLC	One Legal Order No. 23937703- Filing Fee Re: Opposition, Proof of Service	19.77	3,944.91
10/31/2024	Journal Entry	October 2024 Printing		October 2024 Printing	0.10	3,945.01
11/04/2024	Expense		One Legal LLC	One Legal Order No. 24073865 - Filing Fee Re: Opposition, Request for Judicial Notice, Proof of Service	21.37	3,966.38
11/04/2024	Expense		One Legal LLC	One Legal Order No. 24073951 - Filing Fee Re: Opposition, Request for Judicial Notice, Proof of Service	21.37	3,987.75
11/18/2024	Expense		One Legal LLC	One Legal Order No. 24157175 - Filing Fee Re: Motion re: Memorandum of Points & Authorities, Declaration, Order, Proof of Service	84.36	4,072.11
11/20/2024	Expense		LA Superior Court		5.00	4,077.11
11/30/2024	Journal Entry	Nov 2024 Copies		November 2024 Copies	1.20	4,078.31
12/06/2024	Expense		One Legal LLC	One Legal Order No. 24281247 - Filing Fee Re: Motion to Compel Discovery	84.36	4,162.67
12/09/2024	Expense		One Legal LLC	One Legal Order No. 24285409 - Filing Fee Re: Declaration, Proof of Service	21.37	4,184.04
12/12/2024	Expense		One Legal LLC	One Legal Order No. 24318099 - Filing Fee Re: Reply, Request for Judicial Notice, Declaration, Proof of Service	21.37	4,205.41
12/13/2024	Expense		One Legal LLC	One Legal Order No. 24319648 - Filing Fee Re: Motion to Compel, Memorandum of Points & Authorities, Declaration, Order, Proof of Service	84.36	4,289.77
12/21/2024	Expense		LA Superior Court		2.00	4,291.77
12/24/2024	Expense		One Legal LLC	One Legal Order No. 24390222 - Filing Fee Re: Stipulation and Order, Proof of Service	45.12	4,336.89
12/24/2024	Expense		One Legal LLC	One Legal Order No. 24390393 - Filing Fee Re: Reply, Proof of Service	23.44	4,360.33
12/31/2024	Journal Entry	Dec 2024 Copies		December 2024 Copies	1.80	4,362.13
01/09/2025	Check	4093	Knox Attorney Services, Inc.	Inv. 4455209	151.75	4,513.88
01/09/2025	Check	4093	Knox Attorney Services, Inc.	Inv. 4454824	155.95	4,669.83
01/31/2025	Journal Entry	Jan 2025 Printing		January 2025 Printing	1.90	4,671.73
02/28/2025	Journal Entry	Feb 2025 Printing		Feb 2025 Printing	1.90	4,673.63
03/10/2025	Expense		One Legal LLC	One Legal Order No. 24885703 - Filing Fee Re: Notice of Settlement, Order, Proof of Service	23.44	4,697.07
04/30/2025	Journal Entry	April 2025 Copies		April 2025 Copies	1.90	4,698.97
08/13/2025	Expense		Truefiling Court Fees	CA 2nd District Court of Appeal	10.50	4,709.47
08/29/2025	Expense		Truefiling Court Fees	CA 1st District Court of Appeal	10.50	4,719.97

08/29/2025	Expense	Truefiling Court Fees	CA 1st District Court of Appeal	10.50	4,730.47
9/3/2025	Expense	One Legal LLC	One Legal Order No. 26217202 - Filing Fee Re: Declaration, Proof of Service (not Summons and Complaint)	23.44	4,753.91
11/12/2025	Expense		Anticipated/Estimated SA Filing Fees	250.00	5,003.91
				\$ 5,003.91	
				\$ 5,003.91	

EXHIBIT 6

JCL LAW FIRM, APC
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Tel: (619) 599-8292
Fax: (619) 599-8291

FIRM RESUME

Areas of Practice: Employee Class Actions, Wage and Hour Class Actions, Civil Litigation, and Unlawful Housing Practices.

ATTORNEY BIOGRAPHIES

Jean-Claude Lapuyade, Esq.
California Bar Number 248676
Founding Partner

Biography:

Mr. Lapuyade is a San Diego based labor and employment attorney representing aggrieved California employees and the victims of unlawful housing practices throughout the State of California. Mr. Lapuyade's litigation practice focuses on representing California employees in wage and hour class actions for unpaid wages, missed meal and rest breaks, and misclassification, wrongful termination cases and tenants in unlawful housing class actions. Mr. Lapuyade prides himself on providing his clients with aggressive, attentive and result driven representation through the litigation process, trial and arbitration. Since 2007, Mr. Lapuyade successfully recovered in excess of \$200 million in monetary awards for his clients.

Mr. Lapuyade served as co-editor of the Insurance Column for Consumer Attorneys of San Diego from 2011 to 2014. As editor, Mr. Lapuyade was responsible for publishing monthly articles in the Trial Bar News periodical analyzing complex insurance coverage issues. Mr. Lapuyade is a four-time recipient of the Super Lawyers Rising Star by Thomson Reuters. To be eligible for inclusion in Rising Stars, a candidate must be either 40 years old or younger or in practice for 10 years or less. While up to 5 percent of the lawyers in a state are named to Super Lawyers, no more than 2.5 percent are named to Rising Stars.

Bar Admissions:

- California
- U.S. District Court Southern District of California
- U.S. District Court Central District of California
- U.S. District Court Eastern District of California
- U.S. District Court Northern District of California

Professional Associations:

- California Employment Lawyers Association, 2007 to Present
- Consumer Attorneys of San Diego, 2007 to 2020
- American Bar Association, Section of Litigation, Member, 2007 to 2020
- American Bar Association, Labor & Employment Section, Member, 2007 to 2020
- American Bar Association, Tort, Trial & Insurance Section, Member, 2007 to 2020
- California Bar Association, Labor & Employment Section, Member, 2007 to Present
- California Bar Association, Litigation Section, Member, 2007 to Present

Education:

- **California Western School of Law**
 - J.D. - 2006
 - Honors: Deans Merit Scholarship, California Western School of Law 2005 - 2006
- **University of Arizona**
 - B.A. - 2001
 - Major: History

Honors:

- Super Lawyers Rising Star, Thomson Reuters, 2015 – 2018
- Super Lawyers 2025 - 2026
- Distinguished Advocate Award for Outstanding Oral Advocacy, 2005 – 2006

Perssia Razma, Esq.
California Bar Number 351398
Associate Attorney

Biography:

Ms. Razma is a San Diego based labor and employment attorney representing California employees throughout the state of California. Ms. Razma's litigation practice focuses on representing current and former employees in wage and hour class actions for unpaid wages, missed meal and rest breaks, misclassification, and wrongful termination.

Perssia was born and raised in Los Angeles, California. She earned a Bachelor of Arts in 2020 at San Diego State University in Psychology. In 2023, Perssia earned her Juris Doctor from the University of San Diego School of Law.

Education:

- **University of San Diego School of Law**
 - J.D. - 2023
- **San Diego State University**
 - B.A. – 2020
 - Major: Psychology

Sydney Castillo-Johnson, Esq.
California Bar Number 343881
Associate Attorney

Biography:

Ms. Castillo-Johnson is a San Diego based labor and employment attorney representing California employees throughout the state of California. Ms. Castillo-Johnson's litigation practice focuses on representing current and former employees in wage and hour class actions for unpaid wages, missed meal and rest breaks, misclassification, and wrongful termination.

Ms. Castillo-Johnson volunteered her time at California Western School of Law first as a student intern and later as a student manager with the Community Law Project which offers legal services to the low-income community of San Diego.

Education:

- **California Western School of Law**
 - J.D.- 2022
 - Honors:
 - Dean's Honor List: Spring 2021, Fall 2021
 - Public Service Honor Society Fall 2021
 - 3L Academic Merit Scholarship
 - Dean's Diversity, Service, and Leadership Scholarship
 - Activities: Community Law Project Student Manager
- **Azusa Pacific University**
 - B.A. – 2018
 - Major: Criminal Justice

JCL Law Firm, APC - REPORTED CASES

- *Blanchette et al., v. Superior Court (GHA Homes)*, 8 Cal.App.5th 521 (2017).
- *Duran v. Employbridge Holding Co.*, 92 Cal.App.5th 59 (2023).

EXAMPLES OF THE JCL LAW FIRM'S REPRESENTATIVE CLASS ACTION & REPRESENTATIVE CASES

- *Ware v. Shake Shack Enterprises, LLC*, Alameda Superior Court Case No. 21CV002063 (October 19, 2023) Hon. Brad Seligman approved a \$1,330,000.00 class action and PAGA action settlement for violations of California wage and hour laws. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Trinh v. Precision Metal Products, Inc., et al.*, San Diego Superior Court Case No. 37-2022-00000965-CU-OE-CTL (October 16, 2023) Hon. Matthew C. Braner approved a \$450,000.00 class action and PAGA action settlement for, *inter alia*, unpaid off the clock work. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Anderson v. Barton Myers Associates, Inc., et al.*, Los Angeles Superior Court Case No. 21STCV43314 (October 12, 2023) Hon. Elihu M. Berl approved a \$900,000.00 class action and PAGA action settlement for meal and rest period violations. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *DeSanctis v. Douglas Products and Packaging Company, LLC*, Contra Costa Superior Court Case No. C21-01874 (October 11, 2023) Hon. Charles S. Treat approved a \$372,500.00 class action and PAGA action settlement for, *inter alia*, failure to pay for all hours worked. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Jackson v. White Fir, LLC, et al.*, Sacramento Superior Court Case No. 34-2021-00301656 (October 6, 2023) Hon. Lauri A. Damrell approved a \$750,000.00 class action and PAGA action settlement for violations of California wage and hour laws. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Kneisly v. SR Machining, Inc., et al.*, Riverside Superior Court Case No. CVRI2201491 (October 5, 2023) Hon. Harold W. Hopp approved a \$220,000.00 class action and PAGA action settlement for meal and rest period violations. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Mendez v. Bondz, Inc., et al.*, San Joaquin Superior Court Case No. STK-CV-UOE-2020-0007486 (September 14, 2023) Hon. George J. Abdallah, Jr. approved a \$180,000.00 class action and PAGA action settlement for, *inter alia*, failure to comply with piece-rate laws. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Baray v. Curation Foods, Inc., et al.*, Santa Barbara Superior Court Case No. 21CV02834 (August 29, 2023) Hon. James F. Rigali approved a \$495,000.00 class action and PAGA action settlement for meal and rest period violations. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Rodriguez, et al. v. Ferma Greenbox, Inc., et al.*, Alameda Superior Court Case No. RG21101104 (August 23, 2023) Hon. Evelio Grillo approved a \$200,000.00 class action and PAGA action settlement for, *inter alia*, unpaid off-the-clock work. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *O'Quinn v. Laugh Factory, Inc.*, Los Angeles Superior Court Case No. 19STCV28155 (August 1, 2023) Hon. Carolyn B. Kuhl approved a \$144,000.00 class action and PAGA action settlement for, *inter alia*, unlawful tip pooling. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Toler v. Total Testing Solutions, LLC*, Los Angeles Superior Court Case No. 21STCV38452 (July 27, 2023) Hon. Elihu M. Berle approved a \$160,000.00 class action and PAGA action settlement for meal and rest period violations. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Rodriguez v. EAH, Inc.*, Santa Cruz Superior Court Case No. 21CV00884 (July 25, 2023) Hon. Marjorie Carter approved a \$1,450,000.00 class action and PAGA action settlement for, *inter alia*, failure to compensate overtime and redeemed sick pay at the regular rate of pay. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Neutall v. Urban Alchemy*, San Francisco Superior Court Case No. CGC-20-588622 (July 13, 2023) Hon. Richard B. Ulmer approved a \$980,000.00 class action settlement for violations of California wage and hour laws. The Court appointed JCL Law Firm, APC as Class Counsel.
- *Rodriguez v. RM Parks Place, Inc.*, San Joaquin Superior Court Case No. STK-CV-UOE-2021-6050 (June 7, 2023) Hon. Erin Guy Castillo approved a \$175,000.00 class action and PAGA action settlement for, *inter*

alia, wage statement violations. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.

- *Chrestensen v. Northeastern Rural Health Clinics* Lassen, Superior Court Case No. 63703 (April 13, 2023) Hon. Leonard J. La Casse approved a \$270,000.00 class action and PAGA action settlement for, *inter alia*, unpaid overtime wages. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Hernandez, et al. v. Parenting Network, Inc.*, Tulare Superior Court Case No. VCU287027 (March 14, 2023) Hon. Bret Hilman approved a \$225,000.00 class action and PAGA action settlement for, *inter alia*, unpaid off-the-clock work. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Sarmiento v. Caduceus Healthcare Inc.*, San Diego Superior Court Case No. 37-2021-00002597 (March 10, 2023) Hon. Richard S. Whitney approved a \$315,000.00 class action and PAGA action settlement for, *inter alia*, unpaid off-the-clock work. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Garces, et al. v. DriverDo, LLC*, Los Angeles Superior Court Case No. 19STCV32773 (January 24, 2023) Hon. Carolyn B. Kuhl approved a \$700,000 class action and PAGA settlement for meal and rest period violations. The JCL Law Firm, APC, represented the plaintiff, the State of California, and the Aggrieved Employees.
- *De Jesus v. Guardian Angel Home Care, Inc.*, San Diego Superior Court Case No. 37-2020-00021049-CU-OE-CTL (July 29, 2022) Hon. Ronald F. Frazier approved a \$300,000 class action and PAGA settlement for meal and rest period violations. The JCL Law Firm, APC, represented the plaintiff, the State of California, and the Aggrieved Employees.
- *Kaur v. Aces 2020 I, LLC, et al.*, Contra Costa Superior Court Case No. MSC20-02482 (December 22, 2022) Hon. Edward G. Weil approved a \$585,000 class action and PAGA settlement for meal and rest period violations. The JCL Law Firm, APC, represented the plaintiff, the State of California, and the Aggrieved Employees.
- *Molina v. Hawaiian Airlines, Inc.*, Los Angeles Superior Court Case No. 20STCV28079 (November 23, 2022) Hon. Maren Nelson approved a \$250,000 class action settlement for meal and rest period violations. The JCL Law Firm, APC, represented the Plaintiff.
- *Lang Jr. v. Pathways Community Services LLC*, San Diego Superior Court Case No. 37-2019-00049969-CU-OE-CTL (September 9, 2022) Hon. James A. Mangione approved a \$160,000 class action and PAGA settlement for meal and rest period violations. The JCL Law Firm, APC, represented the plaintiff, the State of California, and the Aggrieved Employees.
- *Martinello v. Century Wilshire, Inc.*, Los Angeles Superior Court Case No. 20STCV32613 (March 1, 2022) Hon. Carolyn Kuhl approved a \$550 billing rate and appointed Jean Claude Lapuyade, Esq. of the JCL Law Firm, APC, as Class Counsel.
- *Wilson v. Spreen Inc. (dba Spreen Honda)*, San Bernardino Superior Court Case No. CIVSB2119857 (April 6, 2022) Hon. David Cohn approved a \$300,000 PAGA action settlement for meal and rest period violations. The JCL Law Firm, APC, represented the plaintiff, the State of California, and the Aggrieved Employees.
- *Ledesma v. TVJ Sons I, Inc.; Porter and Howard, Inc.* Santa Barbara Superior Court Case No. 20CV03573 (November 10, 2021) Hon. Jed Beebe approved a \$350,000 PAGA action settlement for meal and rest period violations. The JCL Law Firm, APC represented the State of California and the Aggrieved Employees.
- *Jacobs v. Rush Media Company, LLC; XLT Management Services, Inc.*, Los Angeles Superior Court Case No. 20STCV32350 (May 2, 2022) Hon. Daniel J. Buckley appointed the JCL Law Firm, APC as Class Counsel and approved a \$330,000 class action settlement for, *inter alia*, independent contractor misclassification.
- *Chavez v. HTL Conrad Domestic, LLC; HTL Conrad Domestic Employer, LLC*, San Diego Superior Court Case No. 37-2020-00016193-CU-OE-CTL (June 9, 2022) Hon. John S. Meyer approved a \$850,000 PAGA action settlement for, *inter alia*, failure to compensate overtime at the regular rate of pay. The JCL Law Firm, APC acted as representative PAGA counsel for the State of California and the Aggrieved Employees.
- *Renteria v. Love's Country Stores of California*, San Bernardino Superior Court Case No. CIVDS20164481 (June 14, 2022) Hon. David Cohn approved a \$2.2 million dollar class action and PAGA action settlement for, *inter alia*, unpaid overtime and sick pay. The JCL Law Firm, APC acted as Class Counsel and as representative PAGA counsel for the State of California.
- *Lopez v. Adidas America, Inc.*, Ventura Superior Court Case No. 56-2021-005498444-CU-OE-VTA (April 4, 2022) Hon. Mark Borrell approved a \$1.5 million dollar class action and PAGA action settlement for, *inter alia*, inaccurate overtime calculations, and appointed the JCL Law Firm, APC as Class Counsel.
- *Felix v. TVI, Inc., d.b.a. Savers*, Santa Clara Superior Court Case No. 21CV376407 (February 18, 2022) Hon. Sunil R. Kulkarni approved a \$1.8 million dollar class action and PAGA action settlement for, *inter alia*, unpaid off-the-clock work. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Munoz v. AMTCR*, San Bernardino Superior Court Case No. CIV-DS2001914 (August 24, 2021) Hon. David Cohn approved a \$1.8 million dollar class and PAGA settlement for, *inter alia*, inaccurate itemized wage

statements. The JCL Law Firm, APC acted as class counsel for the settlement class and as representative PAGA counsel the State of California and the Aggrieved Employees.)

- *Nunes v. Home Depot U.S.A., Inc.*, San Joaquin Superior Court Case No. STK-CV-UOE-2020-0011011 (October 20, 2021 – Hon. Roger Ross approved a \$1.5 million dollar class and PAGA settlement for, *inter alia*, miscalculated meal period premiums and appointed Jean-Claude Lapuyade, Esq. as Class Counsel.)
- *Pillsbury v. T&T Restaurants CA, Inc.*, Del Norte Superior Court Case No. CVUJ-20-1214 (December 14, 2021 – Hon. Darren McElfresh approved \$550 billing rate and appointed Jean-Claude Lapuyade, Esq. as Class Counsel in a wage and hour class action settlement.)
- *Latin v. OneMain General Service Corporation*, Stanislaus County Superior Court Case No. CV-20-002498 (October 22, 2021) Hon. Stacy Speiller approved a PAGA action settlement for \$700,000 wage statement violations. The JCL Law Firm, APC acted as counsel for the plaintiff, the State of California and the Aggrieved Employees.
- *Elias Kaser v. Aviation Consultants, Inc.*, Orange County Superior Court Case No. 30-2021-01191204-CU-OE-CXC (September 22, 2021 – Hon. Peter J. Wilson approved \$550 billing rate in a representative California Labor Code Private Attorney General Act settlement).
- *Rodriguez v. RSI Home Products, Inc.*, San Bernardino Superior Court Case No. CIVDS2023354 (July 30, 2021 – Hon. David Cohn approved a \$1.45 million class and PAGA settlement for, *inter alia*, failure to comply with piece-rate laws, and appointed the JCL Law Firm, APC as Class Counsel)
- *Jer Vang v. Bridge Property Management*, Alameda County Superior Court, Case No RG19047434 (January 8, 2021 – Hon. Winifred Smith approved a class and PAGA settlement for, *inter alia*, unpaid off the clock work. The JCL Law Firm, APC acted as class counsel for the settlement class and as representative PAGA counsel the State of California and the Aggrieved Employees.)
- *Johnson v. Volt Management Corp., Inc. et al.*, Los Angeles County Superior Court, Case No. 19STCV16466 (December 11, 2020 – Hon. Amy Hogue approved a PAGA Settlement negotiated on behalf of the State of California and the aggrieved employees by the JCL Law Firm, APC.)
- *Salazar v. Frontier Auto Sales Inc., dba Frontier Toyota*, Los Angeles Superior Court, Case No. 19STCV20382 (November 24, 2020 – Hon. John P. Doyle appointed the JCL Law Firm, APC as class counsel and approved a class and PAGA settlement for, *inter alia*, missed meal and rest periods.)
- *Villalobos v. Alterra Group, LLC et al.*, Los Angeles County Superior Court, Case No. 19STCV19448 (November 11, 2020 – Hon. Richard Fruin approved a PAGA Settlement for, *inter alia*, unreimbursed business expenses. The JCL Law Firm, APC acted as counsel for the plaintiff, the State of California and the Aggrieved Employees.)
- *Stevens et al., v. Bank of England*, San Diego County Superior Court Case No. 37-2019-00018662-CU-OE-CTL (October 16, 2020 – Hon. John Meyer appointed JCL Law Firm as Class Counsel and granted final approval of wage and hour class action for, *inter alia*, off-the-clock work.)
- *Frazier v. ASA Carlton, Inc.*, San Diego Superior Court Case No. 37-2019-00036147 (October 9, 2020 Hon. Kenneth Medel appointed the JCL Law Firm as Class Counsel and granted final approval of wage and hour class action for off-the-clock work.)
- *Krake et al., v. Central Valley Diner, Inc.*, Placer County Superior Court Case No. SCV0041645 (September 4, 2020 – Hon. Michael Jones appointed JCL Law Firm as class counsel and granted final approval of wage and hour class action for meal period violations.)
- *Conner v. Ascendant Marketing, LLC et al.*, San Diego Superior Court Case No. 37-2019-00026864-CU-OE-CTL (July 24, 2020 Hon. Joel Wohlfeil granted approval of PAGA Settlement for, among other things, off-the-clock work. JCL Law Firm, APC acted as lead counsel.)
- *Guerrero v. Estancia Operations, LLC.*, San Diego Superior Court Case No. 37-2019-00028963 (August 25, 2020 – Hon. Katherine Bacal approved PAGA Settlement for, *inter alia*, missed meal and rest periods. JCL Law Firm, APC, acted as lead counsel.)
- *Moreno v. Dash Lube, et al.*, United States District Court, Southern District of California, Case No. 18cv1922 DMS (AHG) (December 13, 2019 – Granted class certification of Labor Code Section 226 claim and appointed JCL Law Firm, APC, as Class Counsel.)
- *Perkins et al., v. Tahiti Enterprises, Inc., et al.*, Orange County Superior Court Case No. 30-2016-00863095 (October 22, 2019 – Hon. Peter Wilson appointed JCL Law Firm, APC, as Class Counsel and granted final approval for an unlawful housing class action settlement arising out of Civil Code Section 1940.1.)
- *Hill v. Stemak Holdings, Ltd.*, San Diego Superior Court Case No., 37-2018-00000747 (January 28, 2020 – Hon. Kenneth Medel appointed JCL Law Firm, APC as class counsel and granted final approval of wage and hour class action for unpaid overtime.)
- *Shachno et al., v. KT Hotels, LLC, et al.* San Diego Superior Court Case No Case No. 37-2018-00043601 (May 31, 2019 – Hon. Gregory Pollack appointed JCL Law Firm, APC, as Class Counsel and granted preliminary approval for the wage and hour class action settlement involving nearly 900 current and former employees. Final approval scheduled for October 4, 2019)
- *Almanza v. The Express Group, Inc.*, San Bernardino Superior Court Case No. CIVDS1722542 (April 19, 2019 – Hon. David Cohn appointed the JCL Law Firm, APC, as Class Counsel and granted final approval

for a wage and hour class action settlement for *inter alia*, missed meal and rest periods and independent contractor misclassification.)

- *Moschetto v. Pillow Global, Inc.* San Diego Superior Court, Case No. 37-2017-00024031-CU-OE-CTL (April 5, 2019 – Hon. John S. Meyer appointed JCL LAW Firm, APC, as Class Counsel and granted final approval for a wage and hour wage class action settlement involving misclassified house cleaners.)
- *Burke v. Friendship Hotel, LLC*, San Diego County Superior Court Case No. 37-2017-00022517-CU-OE-CTL (March 10, 2019 – final approval granted on for an unlawful housing class action arising under Civil Code Section 1940.2)
- *Terrado et al., v. Accredited Debt Relief, LLC*, San Diego County Superior Court Case No. 37-2018-00014181-CU-OE-CTL (February 8, 2019 – Hon. Gregory W. Pollock appointed JCL Law Firm, APC as Class Counsel and granted final approval for a wage and hour class action settlement for meal and rest period violations);
- *Macaspac v. San Antonio Regional Hospital*, San Bernardino Superior Court Case No. CIVDS1512625, (July 27, 2018 – Hon. Thomas S. Garza appointed JCL Law Firm, APC, as Class Counsel and granted final approval for a wage and hour class action settlement involving claims for on duty meal and rest periods.);
- *Summerlin et al. v. Maplebear, Inc. dba Instacart*, Los Angeles Superior Court Case No. BC603030 (2018 - certified and settled wage and hour class action.)
- *Ortega v. Prime Healthcare*, San Diego Superior Court Case No. 37-2014-00011240-CU-OE-CTL (2018 – Approved PAGA only settlement for on duty meal and rest periods)
- *Engstrom v. Bender-Rosenthal, Inc.* San Diego Superior Court Case No. 37-2016-00012373-CU-OE-CTL (2017 - Certified and settled class action for employee misclassification);
- *Crawford v. Outlook Amusements, Inc.*, Los Angeles Superior Court Case No. BC617160 (2017 - Certified and settled wage and hour class action.);
- *Hernandez v. Sunglass Hut Trading, LLC*, San Bernardino Superior Court Case No. CIVDS1505181 (2016 - Certified and settled wage and hour class action);
- *Burns v. Shalom, LLC*, San Diego Superior Court, Case No., 37-2013-00058356-CU-BT-CTL (2015 - certified and settled class action for unlawful housing practices arising out of Civil Code Section 1940.1);