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Attorneys for Plaintiff Celia Martinez,
individually, and on behalf of all other similarly situated employees

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

CELIA MARTINEZ, as an individual and on
behalf of other similarly situated employees,

Plaintiff,

vs.

RUBY BROTHERS III, a California
corporation; RUBY CORP., a California
corporation, MCRU, INC., a California
corporation, RUBY BROTHERS, a California
corporation, RUBY BROTHERS TOO, a
California corporation, E RUBY PARTNERS,
LLC, a California corporation, and DOES 1-
50, inclusive,

Defendants.

CASE NO.:30-2021-01204252-CU-OE-CXC

Assigned for all purposes to:
Hon. Peter Wilson
Dept. CX 101

**DECLARATION OF ARMOND M.
JACKSON IN SUPPORT OF MARTINEZ
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Hearing Date: April 6, 2023
Hearing Time: 8:30 a.m.
Department: CX 101

Complaint Filed: June 4, 2021
Trial Date: None Set

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

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

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

16 4. During the litigation, I interviewed Celia Martinez (“C. Martinez”) and determined she
17 was a suitable plaintiff based upon her experience of being subjected to Defendant’s purported
18 Labor Code violations and her concern to hold the Defendants accountable for any alleged
19 liability for such violations. By initiating this lawsuit against a former employer, C. Martinez
20 also subjected herself to reputational risk. Throughout the course of this litigation, C. Martinez
21 assisted this office in preparing the complaint. C. Martinez also made herself available on an “on
22 call” basis to answer any questions regarding the case and approve any settlement. C. Martinez
23 also continuously provided my office with updated information concerning the Defendants’
24 business operations.

25 5. On June 4, 2021, C. Martinez filed claims alleging violations regarding (1) meal breaks;
26 (2) rest breaks; (3) claim for failure to pay timely wages upon termination; (4) accurate wage
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**DECLARATION OF ARMOND M. JACKSON IN SUPPORT OF FINAL APPROVAL
OF CLASS ACTION SETTLEMENT**

1 statements; (5) claim for necessary business expenses; (6) unlawful business practices. On
2 December 14, 2021, Plaintiff amended its Complaint to add a violation of the California Private
3 Attorney General Act.

4 6. During each phase of discovery, Plaintiff's counsel engaged in a detailed case analysis
5 based on the information revealed. Calculations were performed, as well as an analysis of the
6 risks and rewards of continued litigation.

7 **THE PARTIES SETTLED AT THE CONCLUSION OF MEDIATION**

8 7. In August 2021, Plaintiff served formal discovery on Defendants. The parties continued
9 to engage in discovery and ultimately agreed to exchange informal discovery in preparation for a
10 mediation. After the parties negotiated the scope of informal discovery, the parties agreed to
11 engage a mediator Hon. Carl J. West (Ret.). Before mediation, it was agreed that Defendant
12 produce a 15% sampling of the payroll records for the class, handbooks, relevant wage and hour
13 policies and pay data for the class. After Defendant produced the requested sampling and
14 documentation, Plaintiff retained an expert to analyze these records. I reviewed the wage and
15 hour policies and payroll data and worked with the expert to perform a report that allowed the
16 party to analyze the purported violations of the Defendant, shift counts, pay periods, number of
17 aggrieved employees and policies and procedures and how they apply to the data. This
18 information allowed Plaintiff to evaluate the claims in preparation for mediation. The parties
19 engaged in a full day mediation on April 18, 2022 with Hon. Carl J. West (Ret.) that ultimately
20 resulted in a settlement through a mediator's proposal. Thereafter, the parties executed a long
21 form settlement agreement. Plaintiff also took into account the uncertainty and risk of the
22 outcome of further litigation, and the difficulty and delays inherent in such litigation. Plaintiff
23 and Counsel also considered the burdens of proof necessary to establish liability of the claims
24 asserted in the case, both generally and in response to Defendants' defenses, and the difficulties
25 in establishing penalties, and other relief sought in the case, particularly where, as here, Plaintiff
26 may face difficulty obtaining the cooperation of PAGA Members who are current employees,
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1 given their likely reluctance to aid in the prosecution of a lawsuit against their employer. Based
2 on the foregoing, Plaintiff and PAGA Counsel determined that the Settlement set forth in the
3 Agreement is fair, adequate, and reasonable and is in the best interests of the PAGA Members.

4 **THE SETTLEMENT IS REASONABLE IN LIGHT OF THE RISKS, EXPENSE, AND**
5 **DELAY OF CONTINUED LITIGATION AND DEFENDANTS' DEFENSES**

6 8. Throughout the litigation, my office performed a thorough investigation into the claims at
7 issue, which included: (1) determining Plaintiff's suitability as a class representative, private
8 attorney general through interviews, background investigations, and analyses of her employment
9 files and related records; (2) evaluating all of Plaintiff's potential representative claims; (3)
10 researching similar class claims and PAGA actions as to the claims brought, the nature of the
11 positions, and the type of employer; (4) analyzing a sample of employees' time and wage
12 records; (5) reviewing Defendant's employment policies and practices; (6) researching
13 settlements in similar cases; (7) evaluating Plaintiff's claims and estimating Defendant's liability
14 for purposes of settlement; (8) drafting the mediation brief; and (9) participating in the
15 mediation.

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

23 10. Counsel for both Plaintiff and Defendants (collectively referred to herein as the "Parties")
24 engaged in significant discovery. Counsel for Plaintiff obtained thousands of excel data points
25 and/or documents reflecting the class members time data records, pay records, wage and hour
26 policies, wage statements, clock-in and clock-out data, payroll records and payroll data. Through
27 this discovery, it was determined that there were approximately 135,733 workweeks through the
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1 class period. As part of this analysis, the method of calculation for the damages for class
2 members comprised of creating a data rubric, retaining an expert, developing an expert report,
3 reviewing the data and reviewing the time records and extrapolating the records to the class
4 members.

5 **Meal Break Claims**

6 11. Plaintiff's premise based upon this claim was that class members would get meal breaks
7 after the fifth hour or short meal breaks in violation of California Labor Code section 226.7.
8 Based upon analyzing thousands of-time data cells, and through extrapolation, we determined a
9 violation rate of 4.1%. Moreover, Defendant deployed meal break waivers that may diminish the
10 violation rate that may lower the damages exposure for premium wages. Based upon the data and
11 analysis, it was determined that approximately 16,598 meal break violations occurred with an
12 average hourly rate of \$15.70 estimated to be \$260,588.

13 **Rest Break Claims**

14 12. Plaintiff alleged itself, aggrieved employees and class members were not able to take
15 all entitled 10-minute duty-free rest breaks pursuant to California Labor Code sections 226.7.
16 (See Cal. Lab. Code sections 226.7.) Defendant recorded rest breaks up to June 19, 2018. Based
17 upon this analysis, it was determined that there was a 6.5% violation rate that was extrapolated
18 for the entire class period amounting to 33,001 violations amounting to \$657,419 in damages
19 when applying an average hourly rate of \$15.70.

20 **Unpaid Wages Upon Termination Claims**

21 13. Plaintiff alleged itself, aggrieved employees and class members were not compensated all
22 wages due upon termination pursuant to California Labor Code sections 203. (See Cal. Lab.
23 Code sections 203.) Defendants would owe 30 days of average daily wages (inclusive of
24 overtime) at the time of separation if employees did not receive all wages owed at the time
25 pursuant to Labor Code sec. 201-203, and if defendant's failure to pay wages was willful. It was
26 analyzed that approximately 89 employees were terminated during the class period that could
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1 potentially be entitled to wages upon termination that were subjected to meal and rest period
2 violations which amounting to \$335,352 (89 * 8 hours* 15.7 *30 days).

3 **Wage Statements Claims**

4 14. Plaintiff alleged itself, aggrieved employees and class members were not provided with
5 accurate, itemized wages statements pursuant to California Labor Code sections 226(a). (See
6 Cal. Lab. Code sections 226(a).) Labor Code section 226(a) requires that each payment of wages
7 be accompanied by a wage statement, a paystub, that contains, among other things, in other
8 words of the statute, “accurate” statement of the “gross wages earned” and “total hours worked.”
9 Given bi-weekly pay periods, and assuming that each employee experienced at least one
10 violation per pay period (during the relevant six-month time period of the purported minimum
11 wage and overtime violations) each pay period during the year prior to the filing of the case. This
12 claim is derivative as Plaintiff would have to prevail on the underlying claims and establish that
13 wages are owed in order to trigger wage statement penalties under Lab. Code. Sec. 226.
14 Significantly, Lab Code sec. 226 requires that any omissions from wage statements be “knowing
15 and intentional” to trigger penalties and even if Plaintiff can establish that missing information
16 should have been included, the disputed nature of the claims will potentially be a hurdle in
17 establishing intent. It was analyzed that 2,192 pay periods were subjected to potential wage
18 statement violations based upon meal break or rest break violations that could potentially be
19 entitled to wage statement violations amounting to \$219,200.

20 **California Labor Code 2802 Violations**

21 15. Plaintiff alleged itself, aggrieved employees and class members were subjected to
22 California Labor Code section 2802 violations for failure to reimburse class members and
23 aggrieved employees when purchasing masks. (See Cal. Lab. Code section 2802.) It was
24 estimated that 44,976 (24 months * 1874 pay periods per month* \$5 per mask) pay periods were
25 subjected to potential face mask violations amounting to \$224,880.

1 **Unlawful Business Practices Claims**

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

7
8 **Private Attorney General Act Claims Evaluation**

9 17. PAGA adds penalties of at least \$100 for each aggrieved employee per pay period in
10 which a Labor Code violation exists. Despite a shorter limitations period than for the asserted
11 class claims, PAGA penalties can be significant. To be able to collect PAGA penalties, Plaintiff
12 would have to prevail on the merits of the underlying claims and weaknesses there, as elaborated
13 above, would limit recovery under PAGA. Moreover, the trial court has discretion in reducing
14 civil penalty “amount based on facts and circumstances of a particular case, to do otherwise,
15 would result in an award that is unjust, arbitrary or oppressive, or confiscatory.” Cal. Lab. Code
16 Sec. 2699(e)(2). In light of the foregoing, and even factoring in the potential advantage for
17 Plaintiff of not having to seek certification of PAGA claims, the value of this claim is not
18 expected to exceed \$400,000 75% of which would be payable to the State. To address the
19 \$400,000 analysis for PAGA penalties the following analysis applies.

20
21 **Meal Break Claims**

22 18. According to our expert analysis for meal break violations, 11% of the pay periods
23 amounting to 3,723 pay periods contained meal break violations. When attaching \$100 per pay
24 period, the maximum PAGA exposure is \$372,300.

1 **Rest Break Claims**

2 19. According to our expert analysis, 20% of the pay periods resulted in one rest break
3 violation amounting 6,745 pay periods contained rest break violations. When attaching \$100 per
4 pay period, the maximum PAGA exposure is \$674,500.

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6 **Wage Statements Claims**

7 20. According to our expert analysis, there were 6,745 pay periods subjected to wage
8 statement violations. When attaching \$100 per pay period, the maximum PAGA exposure is
9 \$674,500.

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11 **Unpaid Wages Upon Termination Claims**

12 21. For failure to pay upon termination claims, 89 employees whom were subjected to either
13 meal or rest break violations would be entitled to seek penalties under California Labor Code
14 section 203. When attaching \$100 per 203 violation, this amount equates to \$8,900.

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16 **California Labor Code 2802 Violations**

17 22. Lastly, approximately 1,874 pay periods were subjected to potential 2802 Labor Code
18 violations equating to \$187,400 when attaching \$100 per pay period for these violations.

19
20 **Total PAGA Exposure:**

21 23. It should be noted that PAGA gives the Court wide latitude to reduce the amount of civil
22 penalties “based on the facts and circumstances of a particular case” when “to do otherwise
23 would result in an award that is unjust, arbitrary and oppressive, or confiscatory.” Cal. Lab. Code
24 § 2699(h). In reducing PAGA penalties, courts have considered issues including whether the
25 employees suffered actual injury from the violations, whether the defendant was aware of the
26 violations, and the employer’s willingness to fix the violation. *Carrington v. Starbucks Corp.*, 30
27 Cal. App. 5th 504, 528 (2018) (awarding PAGA penalties of only 0.2% of the maximum); see
28

1 also *Cotter v. Lyft, Inc.*, 193 F. Supp. 3d 1030, 1037 (N.D. Cal. 2016); *Fleming v. Covidien Inc.*,
2 No. ED CV 10-01487 RGK (OPX), 2011 WL 7563047, at *4 (C.D. Cal. Aug. 12, 2011). For
3 example, during the penalty phase of trial in *Carrington*, the plaintiff requested PAGA penalties
4 in the amount of approximately \$70 million. The trial court instead awarded only \$150,000—**or**
5 **0.21% of the maximum**—and stated that this reduction was warranted because imposing the
6 maximum penalty would be “unjust, arbitrary, and oppressive” based on Starbucks’s “good faith
7 attempts” to comply with meal period obligations and because the court found the violations
8 were minimal. *Carrington*, 30 Cal. App. 5th at 517. The Court of Appeal affirmed the lower
9 court’s reduced award of a \$150,000 penalty under PAGA. *Id.* at 529. Likewise, in *Covidien*, the
10 court reduced the potential penalties by over 82%, awarding \$500,000 instead of maximum
11 penalties of \$2.8 million. *Covidien*, 2011 WL 7563047 at *4; see also *Thurman v. Bayshore*
12 *Transit Mgmt.*, 203 Cal. App. 4th 1112, 1135-36 (2012) (affirming 30% reduction under
13 specified PAGA claim where the employer produced evidence that it took its obligations
14 seriously); *Elder v. Schwan Food Co.*, No. B223911, 2011 WL 1797254, at *5-*7 (Cal. Ct. App.
15 May 12, 2011) (reversing trial court decision denying any civil penalties where violations had
16 been proven, remanding for the trial court to exercise discretion to reduce, but not wholly deny,
17 civil penalties); *Li v. A Perfect Day Franchise, Inc.*, No. 5:10-CV-01189-LHK, 2012 WL
18 2236752, at *17 (N.D. Cal. June 15, 2012) (denying PAGA penalties for violation of California
19 Labor Code section 226 as redundant with recovery on a class basis pursuant to California Labor
20 Code section 226, directly); *Aguirre v. Genesis Logistics*, No. SACV 12-00687 JVS (ANx), 2013
21 WL 10936035 at *2-*3 (C.D. Cal. Dec. 30, 2013) (reducing penalty for past PAGA violations
22 from \$1.8 million to \$500,000, after rejecting numerous other PAGA claims).

23 24. Here, the total PAGA penalties are estimated at \$1,917,600. We discounted this exposure
24 analysis by approximately 80% to account for the court’s discretion to reduce penalties and the
25 value of the class action settlement. Considering the issues, defenses, and the risks of reduction,
26 a \$400,000 risk evaluation and a \$50,000 settlement for a release of PAGA penalties while
27 Defendants paying more than \$1,290,000 in total value—is a fair and just result and furthers
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**DECLARATION OF ARMOND M. JACKSON IN SUPPORT OF FINAL APPROVAL
OF CLASS ACTION SETTLEMENT**

1 PAGA's objectives, and is not "unjust, arbitrary, and oppressive." Moreover, in class action
2 settlements, courts have approved settlements where no allocation was made to PAGA claims.
3 (*see, e.g. Nordstrom Com. Cases*, 186 Cal. App. 4th 576, 579 (2010) ("[T]rial court did not abuse
4 its discretion in approving a settlement which does not allocate any damages to the PAGA
5 claims.")).

6 **QUALIFICATIONS AND EXPERIENCE**

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

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

11 27. Attached hereto as **Exhibit B** is a true and correct copy of Plaintiff's Private Attorney
12 General Act notice sent to Defendant on May 21, 2021.

13 28. On March 14, 2023, my office submitted a true and correct copy of the operative fully
14 executed Stipulation for Class Action Settlement for this matter to the California Labor and
15 Workforce Development Agency and final approval papers. A true and correct copy of the
16 confirmation of the submission of the operative fully executed Stipulation for Class Action
17 Settlement submitted to the California Labor and Workforce Development Agency is attached
18 hereto as **Exhibit C**.

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

20 30. Jackson Law, APC advanced 100% of all costs for this matter.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

25 15. *Radilla v. States Logistics Services, Inc.*, Orange County Superior Court,
26 Case No. 30-2018-00978231-CU-WT-CJC
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- 1 16. *Rodriguez v. Lampson Sewing Incorporated et al*, Orange County Superior Court,
2 Case No. 30-2017-00900653-CU-OE-CJC
- 3 17. *January v. Discovery Management Inc. et al*, Los Angeles Superior Court,
4 Case No. BC635918
- 5 18. *Angel Hernandez v. Merchants Landscape Services, Inc. et al.*, Los Angeles Superior
6 Court, Case No. BC674131
- 7 19. *Quezada v. Garden Fresh Restaurant Corp. et al*, Orange County Superior Court,
8 Case No. 30-2016-00840321-CU-OE-CJC
- 9 20. *Munoz v. Batten Down, Inc. et al*, Los Angeles County Superior Court, Case No.
10 BC617880
- 11 21. *Salgado v. Resort at Pelican Hill, LLC et al*, Orange County Superior Court, Case
12 No. 30-2016-00840386-CU-OE-CJC
- 13 22. *Darmawati v. Westview Services Inc.*, Orange County Superior Court, Case No. 30-
14 2015-00795449-CU-OE-CJC
- 15 23. *Escobar v. Westcoast Textiles, Inc. et al*, Orange County Superior Court,
16 Case No. 30-2018-00979111-CU-OE-CXC
- 17 24. *Chacon v. Express Fashion Operations, LLC*, Orange County Superior Court, Case
18 No. 30-2017-00900648-CU-OE-CXC
- 19 25. *Chacon v. Express Fashion Operations, LLC*, Orange County Superior Court, Case
20 No. 8:19-cv-00564
- 21 26. *Plascencia v. RM HQ, LLC, dba Real Mex Restaurants*, Orange County Superior
22 Court, Case No. 30-2017-00926015-CU-OE-CXC
- 23 27. *Casas v. PC Hospitality et al.*, Orange County Superior Court,
24 Case No. 30-2016-00877489-CU-OE-CXC
- 25 28. *Leon v. SWH Mimi's Café, LLC*, Orange County Superior Court,
26 Case No. 30-2018-00978815-CU-OE-CXC
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1 29. *Quintanilla v. Southwest Wine & Spirits, LLC*, Los Angeles Superior Court, Case No.
2 BC653817
3 30. *Fabiola Rodriguez v. Second Floor Food, Drinks and Art, LLC*, Orange County
4 Superior Court, Case No. 30-2018-00981362-CU-WT-CXC
5 31. *Santisteban v. Rod Fraser Enterprises, Inc. et al*, Orange County Superior Court,
6 Case No. 30-2017-00904202-CU-OE-CXC
7 32. *Milano v. Lev Tambor dba Distractions Lounge*, Orange County Superior Court,
8 Case No. 30-2018-00966582-CU-WT-CXC
9 33. *Ajin v. Lymi, Inc*, Los Angeles County Superior Court, Case No. BC696168
10 34. *Recinos v. Pacific American Fish Co., et al*, Los Angeles Superior Court,
11 Case No. BC710735
12 35. *Valle-Valdez v. St. Jude Hospital Yorba Linda, et al*, Orange County Superior Court,
13 Case No. 30-2015-00795457-CU-OE-CJC
14 36. *Juarez v. Arakelian Enterprises, Inc., et al*, Los Angeles Superior Court,
15 Case No. BC710736
16 37. *Solarzano v. T&J Fresh Co. dba Chomp Sushi*, Orange County Superior Court,
17 Case No. 30-2018-00981299-CU-OE-CXC
18 38. *Taylor v. G.I. Trucking Company dba Estes West et al*, Los Angeles Superior Court,
19 Case No. BC722778
20 39. *Rendon v. L & L Foods Holdings, LLC, et al*, Orange County Superior Court, Case
21 No. 30-2018-00982745-CU-OE-CXC
22 40. *Magana v. Zara USA, Inc., et al*, Orange County Superior Court,
23 Case No. 8:18-cv-02249-AG (ADSx)
24 41. *Flores v. ABM Industry Groups, LLC et al*, Orange County Superior Court,
25 Case No. 30-2018-00971152-CU-WT-CJC
26 42. *Diaz v. Macy's West Stores, Inc. dba Macy's*, Central District of California,
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Case No. SACV19-00303 ODW (MAAx)

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

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

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

32. On March 14, 2023, I extrapolated the cost and time sheet entries for this matter maintained through my firm's Legal Practice Management Software. Attached hereto as **Exhibit D** is a true and correct copy of the record maintained on my practice management software for cost incurred. Attached hereto as **Exhibit E** is a true and correct copy of the record maintained on my practice management software for time entries regarding this case

33. The other attorneys and staff whom worked on this matter are comprised of Andrea Fernandez- Jackson whom is an 8-year California licensed attorney with a billable rate of \$515 per hour which should be considered reasonable. Another attorney at my office Anthony Filer Jr. also worked on this matter whom is a 1-year California licensed attorney with a billable rate of \$250 per hour which should be considered reasonable. Yesenia Villalba whom is a paralegal with over five years of legal experience with a billable rate of \$145 which should be considered reasonable. No fee-splitting arrangement exists with other counsel.

34. Attached hereto as **Exhibit F** is a true and correct copy of the Laffey Fee Matrix.

I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on this 14th day of March 2023 in Irvine, California.

/s/ Armond M. Jackson
Armond M. Jackson, Declarant

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

EXHIBIT A

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20 Telephone: (213) 250-1800
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22 Attorneys for Defendant Ruby Brothers III, Ruby Corp., MCRU, Inc., Ruby Brothers, Ruby Brothers
23 Too, and E. Ruby Partners, LLC (erroneously sued as F Ruby Partners, LLC).

24 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

25 **COUNTY OF ORANGE**

26 CELIA MARTINEZ, as an individual and on
27 behalf of other members similarly situated,

28 Plaintiff,

vs.

RUBY BROTHERS III, a California corporation;
RUBY CORP., a California corporation, MCRU,
INC., a California corporation, RUBY
BROTHERS, a California corporation, RUBY
BROTHERS TOO, a California corporation, F
RUBY PARTNERS, LLC, a California
corporation, and DOES 1-50, inclusive,
Defendant.

CASE NO. 30-2021-01204252-CU-OE-CXC

Assigned for all Purposes to the Honorable
Peter Wilson, Dept. CX102

JOINT STIPULATION OF SETTLEMENT

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

6 This Agreement is made by and between Plaintiff Celia Martinez ("Plaintiff") and the Class
7 Members, on the one hand, and Defendants Ruby Brothers III, Ruby Corp., MCRU, Inc., Ruby
8 Brothers, Ruby Brothers Too, E. Ruby Partners, LLC (erroneously sued as F Ruby Partners,
9 LLC)("Defendants"), on the other hand. Plaintiff and Defendants collectively are referred to in this
10 Agreement as "the Parties."

11 The Parties agree that the Action shall be, and hereby is, ended, settled, resolved, and
12 concluded by agreement of Defendants to pay the settlement amount of One Million Two Hundred
13 Ninety Thousand Dollars (\$1,290,000.00) as provided in Section 3.06(a) below ("Gross Settlement
14 Amount") pursuant to the terms and conditions of this Agreement and for the consideration set forth
15 herein, including but not limited to, a release of all claims by Plaintiff and the Class Members as set
16 forth herein.

17 ARTICLE I

18 DEFINITIONS

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

21 a. "Action" means the actions described as follows: *Celia Martinez individually and on*
22 *behalf of all others similarly situated v. Ruby Brothers III.*, a California Corporation; *Ruby Corp.*, a
23 California corporation, *MCRU, Inc.*, a California corporation, *Ruby Brothers*, a California
24 corporation, *Ruby Brothers Too*, a California corporation, *F Ruby Partners, LLC*, a California
25 corporation; and DOES 1 through 50, inclusive, Case No. 30-2021-01204252-CU-OE-CXC,
26 commenced on June 4, 2021 in the Superior Court of the State of California, County of Orange.

27 b. "Agreement" means this Joint Stipulation of Settlement, including the attached
28 Exhibit(s).

1 c. "Class" means all current and former non-exempt employees who are or were
2 employed by Defendants in California at any time during the Class Period.

3 d. "Class Counsel" means the attorneys for the Class and the Class Members, who are:

4 **JACKSON LAW, APC**

Armond M. Jackson, State Bar No. 281547

5 Andrea M. Fernandez-Jackson, State Bar No. 295924

6 Anthony S. Filer Jr., State Bar No. 337704

2 Venture Plaza, Ste. 240

7 Irvine, CA 92618

Phone: (949) 281-6857

8 Fax: (949) 777-6218

9
10 e. "Class List" means a list based on Defendants' business records that identifies each
11 Class Member's name, last known home or mailing address, Social Security number or, as
12 applicable, other taxpayer identification number, dates of employment, and the number of Qualifying
13 Workweeks worked during the Class Period.

14 f. "Class Member(s)" means all members of the Class.

15 g. "Class Period" means June 4, 2017, through June 17, 2022.

16 h. "Court" means the California Superior Court for the County of Orange, where the
17 Actions are currently pending.

18 i. "Date of Finality" means the later of the following: (1) the date the Final Order is
19 signed if no objections are filed to the Settlement; (2) if objections are filed and overruled, and no
20 appeal is taken of the Final Order, sixty-five (65) days after the Final Order; or (3) if an appeal or
21 other judicial review is taken from the Court's overruling of objections to the settlement, ten (10)
22 days after the appeal is withdrawn or after an appellate decision affirming the Final Order becomes
23 final.

24 j. "Defendants" means Defendants Ruby Brothers III, Ruby Corp., MCRU, Inc., Ruby
25 Brothers, Ruby Brothers Too, and E. Ruby Partners, LLC (erroneously sued as F Ruby Partners,
26 LLC).

27 k. "Defense Counsel" means counsel for Defendant:

28 **LEWIS BRISBOIS BISGAARD & SMITH LLP**

Katherine C. Den Bleyker, State Bar No. 257187

Samuel Knecht, State Bar No. 314693
633 West 5th Street, Suite 4000
Los Angeles, California 90071
Telephone: (213) 250-1800
Facsimile: (213) 250-7900

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

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

n. "Gross Settlement Amount" means One Million Two Hundred Ninety Thousand Dollars (\$1,290,000.00) to be paid by Defendants as provided by this Agreement to settle these Actions. All payments to the Class, PAGA payments, expenses and administration costs, attorney's fees and costs, and Enhancement Awards, pursuant to Section 3.07(a) below, shall be paid out of the Gross Settlement Amount. The employer's share of payroll taxes arising from the payments made under this settlement shall be paid by Defendants separate from and in addition to the Gross Settlement Amount. The Gross Settlement Amount is subject to a pro rata increase pursuant to Section 3.04(e) below. No part of the Gross Settlement Amount shall revert to Defendant.

o. "Incentive Awards" means a monetary amount of up to Five Thousand Dollars (\$5,000) for Plaintiff Celia Martinez subject to Court approval, in recognition of her effort and work in prosecuting the Action on behalf of Class Members, and for her general release of claims.

p. "Individual Settlement Payment(s)" means each Participating Class Member's respective share of the Net Settlement Amount. Individual Settlement Payments will be determined by the calculations provided in this Agreement.

q. "LWDA" means The State of California Labor and Workforce Development Agency.

r. "LWDA Payment" means 75% of the \$50,000 allocated to the settlement of PAGA claims which, subject to Court approval, will be paid to the LWDA pursuant to Section 3.07(e) of this Agreement, as provided for below.

1 s. "Motion for Final Approval" means Plaintiff's submission of a written motion,
2 including any evidence as may be required for the Court to conduct an inquiry into the fairness of
3 the Settlement as set forth in this Agreement, to conduct a Final Fairness and Approval Hearing, and
4 to enter a Final Order in this Action.

5 t. "Motion for Preliminary Approval" means Plaintiff's submission of a written motion,
6 including any evidence as may be required for the Court to grant preliminary approval of the
7 Settlement as required by Rule 3.769 of the California Rules of Court.

8 u. "Plaintiff" means Celia Martinez.

9 v. "Net Settlement Amount" means the Gross Settlement Amount less Court-approved
10 administration costs, Class Counsels' attorney's fees and costs, Enhancement Awards, and LWDA
11 Payment, pursuant to Section 3.07(a)-(f) below.

12 w. "Non-Participating Class Member(s)" means any Class Member(s) who submit to the
13 Settlement Administrator a valid and timely written request to be excluded from the Class pursuant
14 to Section 3.04(b) below.

15 x. "Notice Packet" means collectively and in a form substantially similar to, the Notice
16 of Class Action Settlement attached hereto as **Exhibit A** and the Dispute Form attached hereto as
17 **Exhibit B**, all subject to Court approval.

18 y. "PAGA" means the California Private Attorneys General Act of 2004, which is
19 codified in California Labor Code §§ 2698 *et seq.*

20 z. "PAGA Settlement Amount" means the portion of the Gross Settlement Amount
21 allocated to the resolution of PAGA Group Members' claims arising under PAGA. The Parties have
22 agreed that the PAGA Settlement Amount is Fifty Thousand Dollars (\$50,000), subject to Court
23 approval. Of the PAGA Settlement Amount, 75% will be considered the LWDA Payment, and the
24 remaining 25% will be added to the Net Settlement Amount and distributed to PAGA Group
25 Members.

26 aa. "PAGA Group Members" means all Class Members employed by Defendants at any
27 time between June 4, 2020, through June 17, 2022 ("PAGA Period").

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

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

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

10 ee. “Qualifying Workweeks” means the number of weeks that Class Members worked
11 for Defendants as non-exempt employees during the Class Period.

12 ff. “Qualifying Pay Periods” means the number of weeks that PAGA Group Members
13 worked for Defendants as non-exempt employees during the PAGA Period.

14 gg. “Released Parties” means Defendants.

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

22 ii. “Settlement Administration Costs” means all costs incurred by the Settlement
23 Administrator in administration of the Settlement, including, but not limited to, mailing of notice to
24 the class, calculation of Individual Settlement Payments, generation of Individual Settlement
25 Payment checks and related tax reporting forms, administration of unclaimed checks, and generation
26 of checks to Class Counsel for attorneys’ fees and costs, to Plaintiff for their Enhancement Awards,
27 and to the LWDA. The Settlement Administration Costs shall be paid from the Gross Settlement
28 Amount.

jj. "Settlement Administrator" means ILYM Group, Inc., which the Parties have agreed will be responsible for the administration of the Individual Settlement Payments to be made by Defendants from the Gross Settlement Amount and related matters under this Agreement.

ARTICLE II

CONTINGENT NATURE OF THE AGREEMENT

Section 2.01: Stipulation of Class Certification for Settlement Purposes

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

1 The Parties and their respective counsel shall take all steps that may be requested by the Court
2 relating to the approval and implementation of this Agreement and shall otherwise use their
3 respective best efforts to obtain Court approval and implement this Agreement. If the Court does not
4 grant the Motion for Preliminary Approval and/or the Motion for Final Approval, the Parties agree
5 to meet and confer to address the Court's concerns. If the Parties are unable to agree upon a
6 resolution, the Parties agree to seek the assistance of mediator Hon. Carl J. West (Ret.) to resolve the
7 dispute.

8 ARTICLE III

9 PROCEDURE FOR APPROVAL AND IMPLEMENTATION OF THE SETTLEMENT

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

12 **Section 3.01: Motion for Conditional Class Certification and Preliminary Approval**

13 Plaintiff will bring a motion before the Court for an order conditionally certifying the Class
14 to include all claims pled in the Action based on the preliminary approval of this Agreement. The
15 date that the Court grants preliminary approval of this Agreement will be the "Preliminary Approval
16 Date."

17 **Section 3.02: The Settlement Administrator**

18 The Parties have chosen ILYM Group, Inc. to administer this Settlement and to act as the
19 Settlement Administrator, including but not limited to distributing and responding to inquiries about
20 the Notice Packet, determining the validity of exclusions/opt-outs, calculating the Net Settlement
21 Amount and the Individual Settlement Payments, issuing the Individual Settlement Payment checks
22 and distributing them to Participating Class Members, establishing and maintaining the QSF, and
23 issuing the payment to Class Counsel for attorneys' fees and costs, the Incentive Award checks to
24 Plaintiff, and the employer payroll taxes to the appropriate taxing authorities. The Settlement
25 Administrator shall expressly agree to all of the terms and conditions of this Agreement.

26 All costs of administering the Settlement, including but not limited to all costs and fees
27 associated with preparing, issuing and mailing any and all notices to Class Members and/or
28 Participating Class Members, all costs and fees associated with computing, processing, reviewing,

1 and mailing the Individual Settlement Payments, all costs and fees associated with preparing any tax
2 returns and any other filings required by any governmental taxing authority or agency, all costs and
3 fees associated with preparing any other checks, notices, reports, or filings to be prepared in the
4 course of administering disbursements from the Net Settlement Amount, and any other costs and fees
5 incurred and/or charged by the Settlement Administrator in connection with the execution of its
6 duties under this Agreement ("Settlement Administration Costs"), shall be paid to the Settlement
7 Administrator from the Gross Settlement Amount.

8 **Section 3.03: Notice to Class Members**

9 No later than fifteen (15) business days after the Preliminary Approval Date, Defendants will
10 provide the Settlement Administrator with a "Class List" in electronic format based on its business
11 records, identifying the names of the Class Members, their last known home addresses, Social
12 Security numbers or, as applicable, other taxpayer identification number, their dates of employment
13 and weeks worked during the Class Period.

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

1 If the Notice Packet is returned with a forwarding address, the Settlement Administrator shall
2 re-mail the Notice Packet to the forwarding address. With respect to those Class Members whose
3 Notice Packet is returned to the Settlement Administrator as undeliverable, the Settlement
4 Administrator shall promptly attempt to obtain a valid mailing address by performing a skip trace or
5 mass search on LexisNexis or comparable databases based on set criteria and, if another address is
6 identified, shall mail the Notice Packet to the newly identified address. It is the intent of the parties
7 that reasonable means be used to locate Class Members and that the Settlement Administrator be
8 given discretion to take steps in order to facilitate notice of the Settlement and delivery of the
9 Individual Settlement Payments to all Participating Class Members.

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

13 In the event a Class Member's Notice Packet remains undeliverable sixty (60) calendar days
14 after the Notice Packet was initially mailed, the Settlement Administrator will not mail the Class
15 Member's Individual Settlement Payment. The Settlement Administrator will hold the Class
16 Member's Individual Settlement Payment during the check cashing period on behalf of the Class
17 Member. If at the conclusion of the check cashing period the Class Member's Notice Packet and
18 Individual Settlement Payment remain undeliverable and/or unclaimed and uncashed, the Settlement
19 Administrator will distribute the funds from unclaimed/uncashed checks in accordance with the
20 procedures set forth in Section 3.07(g) below.

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

1 **Section 3.04: Responses to Notice**

2 **a. Class Member Disputes**

3 If any Class Member disagrees with Defendants' records as to his or her Qualifying
4 Workweeks during the Class Period as reflected in the Notice Packet, the Class Member shall set
5 forth in writing the Qualifying Workweeks he/she claims to have worked during the Class Period
6 and submit such writing to the Settlement Administrator by the Response Deadline, along with any
7 supporting documentation. The Notice Packet shall contain a Dispute Form substantially in the form
8 attached hereto as **Exhibit B**. The Notice of Class Action Settlement will also provide a method for
9 the Class Member to challenge the employment data on which his or her Individual Settlement
10 Payment is based. The Settlement Administrator shall contact the Parties regarding the dispute and
11 the Parties will work in good faith to resolve it. If the Parties are unable to resolve the dispute, the
12 Settlement Administrator will be the final arbiter of the Qualifying Workweeks for each Class
13 Member during the Class Period based on the information provided to it.

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

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

27 Any Class Member who fails to timely submit a request for exclusion shall automatically be
28 deemed a Class Member whose rights and claims with respect to the issues raised in the Action are

1 determined by the Court's Final Order Approving Settlement of Class Action, and by the other
2 rulings in the Action. Thus, said Class Member's rights to pursue any claims covered by the Action
3 and/or released in this Agreement will be extinguished.

4 Class Members shall not have the right to request exclusion from the PAGA portion of the
5 settlement, to the extent that Class Members are also members of the PAGA group, and shall receive
6 their pro rata share of the PAGA Settlement Amount regardless of whether they opt-out or not from
7 the class action portion of this case.

8 **c. Objections to Settlement**

9 For any Class Member to object to this Agreement, or any term of it, the person making the
10 objection must not submit a request for exclusion (*i.e.*, must not opt out), and should send to the
11 Settlement Administrator, postmarked or faxed no later than the Response Deadline (or fifteen (15)
12 days after the Settlement Administrator re-mails the Notice to the Class Member, whichever is later),
13 a written statement of the grounds of objection, signed by the objecting Class Member or his or her
14 attorney, along with all supporting papers. The date of the initial mailing of the Notice Packet, and
15 the date the signed objection was postmarked, shall be conclusively determined according to the
16 records of the Settlement Administrator. The Settlement Administrator shall send any objections it
17 receives to Defense Counsel and Class Counsel within three (3) business days of receipt. Class
18 Members may also appear at the final approval hearing to object. The Court retains final authority
19 with respect to the consideration and admissibility of any Class Member objections.

20 **d. Encouragement of Class Members**

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

25 **e. Right of Plaintiff to Adjust Gross Settlement Amount**

26 Defendants have estimated the number of workweeks in the Class Period is 135,733. If the
27 number of workweeks increases by 10% or 149,306 workweeks or more, as of the end of the Class
28 Period, there will be a pro rata adjustment to the Net Settlement Amount by the same proportion as

1 the increase (e.g., if the number of workweeks increases by 11%, the Net Settlement Amount shall
2 increase 1%).

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

4 If five percent (5%) or more of the Class Members makes a valid request to be excluded from
5 the Class, Defendants will have the right, but not the obligation, to void the Agreement within thirty
6 (30) days of the Response Deadline. If Defendants exercise that right to void the Agreement, then
7 the Parties will have no further obligations under the Agreement, including any obligation by
8 Defendants to pay the Gross Settlement Amount, or any amounts that otherwise would have been
9 owed under this Agreement, except that Defendants will pay the Settlement Administrator's
10 reasonable fees and expenses incurred as of the date that Defendants exercise the right to void the
11 Agreement.

12 **Section 3.05: Final Fairness and Approval Hearing**

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

19 **Section 3.06: Settlement Payment Procedures**

20 **a. Settlement Amount**

21 In exchange for the Released Claims set forth in this Agreement, Defendants agree to pay the
22 Gross Settlement Amount in the amount of One Million Two Hundred Ninety Thousand Dollars
23 (\$1,290,000.00), subject to a pro rata increase under the condition set forth in Section 3.04(e). The
24 Gross Settlement Amount includes all Individual Settlement Amounts to Participating Class
25 Members, all administration costs, Class Counsel's attorney's fees and costs, PAGA Settlement
26 Amount, and the Enhancement Payments.

27 Within thirty (30) days after the Court signs the Final Order, Defendants shall transfer the
28 Gross Settlement Amount plus Defendants' share of employer-side payroll taxes, as set forth herein,

1 into a QSF established by the Settlement Administrator either directly or by sending the funds to the
2 Settlement Administer to be deposited and distributed. The Settlement Administrator will use these
3 funds to fund payment of the Individual Settlement Payments to Participating Class Members, Class
4 Counsel's attorneys' fees and costs, the Enhancement Awards, the LWDA Payment, and the
5 Settlement Administration Costs.

6 Within ten (10) court days after receiving Defendants' final payment, funding the Gross
7 Settlement Amount in full, the Settlement Administrator will pay the Individual Settlement Payments
8 to Participating Class Members, Class Counsel's attorneys' fees and costs, LWDA Payment, the
9 Incentive Awards, and employer and employee tax withholdings applicable to the Net Settlement
10 Amount allocated to wages. Prior to this distribution, the Settlement Administrator will perform a
11 search based on the National Change of Address Database to update and correct for any known or
12 identifiable address changes.

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

14 Class Counsel shall submit an application for an award of attorneys' fees of up to one-third
15 of the Gross Settlement Amount, which, based on the current Gross Settlement Amount, is Four-
16 Hundred Twenty-Nine Thousand Nine-Hundred Fifty-Seven Dollars (\$429,957.00). Class Counsel
17 shall submit an application for an award of costs not to exceed \$20,000 Thousand Dollars
18 (\$20,000.00). Such application for attorneys' fees and costs shall be heard by the Court at the Final
19 Fairness and Approval Hearing. Defendants shall not object to or oppose any such application in
20 these amounts. Class Counsel shall serve Defendants with copies of all documents submitted in
21 support of their application for an award of attorneys' fees and costs.

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

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

2 The Settlement Administration Costs shall be paid out of the Gross Settlement Amount and
3 shall not constitute payment to any Participating Class Member(s). The amount shall not exceed
4 Twenty-Thousand Dollars (\$20,000).

5 **d. Payment of Enhancement Award to Plaintiff**

6 Subject to Court approval, the Plaintiff Celia Martinez shall receive an Enhancement Award
7 of up to Five Thousand Dollars (\$5,000), the request for which Defendants will not object to or
8 oppose. The Enhancement Award shall be paid out of the Gross Settlement Amount and shall not
9 constitute payment to any Participating Class Member(s) other than Plaintiff. To the extent that the
10 Court approves less than the amount of incentive award that Class Counsel request, the difference
11 between the requested and awarded amounts will be reallocated to the Net Settlement Amount.

12 Because it is the intent of the Parties that the Enhancement Award represents payment to
13 Plaintiff for her service to the Class Members, and not wages, the Settlement Administrator will not
14 withhold any taxes from the Enhancement Award. The Enhancement Award will be reported on a
15 Form 1099, which the Settlement Administrator will provide to Plaintiff and to the pertinent taxing
16 authorities as required by law.

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

18 In consideration of claims made under PAGA, Class Counsel will request that the Court
19 approve allocation of Fifty Thousand Dollars (\$50,000) of the Gross Settlement Amount to these
20 claims. Seventy-five percent (75%) of this payment will be paid to the California Labor and
21 Workforce Development Agency ("LWDA Payment"), and twenty-five percent (25%) will be paid
22 to the Net Settlement Amount for distribution to PAGA Group Members. Defendants will not oppose
23 this request. The entire PAGA Settlement Amount will be paid out of the Gross Settlement Amount.
24 The Court's adjustment, if any, of the amount allocated to Plaintiff's PAGA claim in the Action, will
25 not invalidate this Agreement.

26 **f. Payment of Individual Settlement Payments to Participating Class Members**

27 The Parties agree that the Net Settlement Amount shall be used to fund Individual Settlement
28 Payments. The Parties agree that the Net Settlement Amount shall be divided between all

1 Participating Class Members in proportion to the number of individual Qualifying Workweeks for
2 each Class Member. To calculate the minimum amount each Class Member will receive based on
3 their individual Qualifying Workweeks, the Net Settlement Amount will be divided by the total
4 number of Qualifying Workweeks by all Class Members during the Class Period and then allocated
5 on a pro rata basis. Each Class Member's approximate Individual Settlement Payment amount will
6 be included in his or her Notice Packet. After final approval by the Court, the Net Settlement Amount
7 will be dispersed to Participating Class Members (those who did not exclude themselves) on a pro
8 rata basis based on the individual Qualifying Workweeks worked during the Class Period by each
9 Participating Class Member.

10 Each Individual Settlement Payment will represent wages and penalties allocated using the
11 following formula: 33% allocated to wages and 34% allocated to penalties and 33% allocated
12 interest. The amounts paid as wages shall be subject to all tax withholdings customarily made from
13 an employee's wages and all other authorized and required withholdings and shall be reported by W-
14 2 forms. The employer-side taxes will be paid separate from and in addition to the Gross Settlement
15 Amount. The amounts paid as penalties and interest shall be subject to all authorized and required
16 withholdings other than the tax withholdings customarily made from employees' wages and shall be
17 reported by IRS 1099 forms.

18 No later than ten (10) business days after receiving the Gross Settlement Amount from
19 Defendants, the Settlement Administrator shall prepare and mail the checks for the Individual
20 Settlement Payments to Participating Class Members. Individual Settlement Payments paid from the
21 Net Settlement Amount allocated to wages will be reduced by applicable employer and employee
22 tax withholdings, and the Settlement Administrator will issue a Form W-2 for the wage portion of
23 the Individual Settlement Payments. The Settlement Administrator will issue a Form 1099 to the
24 extent required by law for the interest and penalty portions of the Individual Settlement Payments.
25 Participating Class Members shall have 180 days from the date their Individual Settlement Payment
26 checks are dated to cash their Settlement checks. Any checks that are not cashed upon the expiration
27 of that 180-day time period will be void, and the uncashed funds shall be paid to the State Controller
28 Unclaimed Property Fund in the name of the Class Member for whom the funds are designated.

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

8 **g. Payment of Individual Settlement Payments to Participating PAGA Group**
9 **Members**

10 The Parties agree that the PAGA Settlement Amount, less the LWDA Payment, shall be used
11 to fund Individual Settlement Payments to PAGA Group Members. The Parties agree that the PAGA
12 Settlement Amount, less the LWDA Payment, shall be divided between all PAGA Group Members
13 in proportion to the number of individual Qualifying Pay Periods for each PAGA Group Member.
14 To calculate the minimum amount each PAGA Group Member will receive based on their individual
15 Qualifying Pay Periods, the PAGA Settlement Amount, less the LWDA Payment, will be divided by
16 the total number of Qualifying Pay Periods worked by all PAGA Group Members during the PAGA
17 Period and then allocated on a pro rata basis. Qualifying Pay Periods will be rounded up to the next
18 whole integer. Each PAGA Group Member's approximate Individual Settlement Payment amount
19 from the PAGA Settlement Amount will be included in his or her Notice Packet. After final approval
20 by the Court, the PAGA Settlement Amount, less the LWDA Payment, will be dispersed to PAGA
21 Group Members on a pro rata basis based on the individual Qualifying Pay Periods worked during
22 the PAGA Period by each Participating PAGA Group Member. PAGA Group Members shall not
23 have the right to opt-out or exclude themselves from the PAGA Settlement.

24 Each Individual PAGA Payment will represent penalties and shall be subject to all authorized
25 and required withholdings other than the tax withholdings customarily made from employees' wages
26 and shall be reported by IRS 1099 forms.

27 No later than ten (10) business days after receiving the Gross Settlement Amount from
28 Defendants, the Settlement Administrator shall prepare and mail the checks for the Individual PAGA

1 Payments to PAGA Group Members. The Settlement Administrator will issue a Form 1099 to the
2 extent required by law for the Individual PAGA Payments. PAGA Group Members shall have 180
3 days from the date their Individual PAGA Payment checks are dated to cash their Settlement checks.
4 Any checks that are not cashed upon the expiration of that 180-day time period will be void, and the
5 PAGA Group Member for whom the funds are designated.

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

14 **h. Default on Payment.**

15 Defendants' failure to fund the Gross Settlement Amount within thirty (30) days after the
16 date that the Court grants final approval of the Settlement shall be considered a default. In the event
17 Defendants fail to timely fund the Gross Settlement Amount, the Settlement Administrator will
18 provide notice to Class Counsel and Defendants' counsel within three (3) business days of the missed
19 payment. Thereafter, Defendants will have seven (7) days to cure the default and tender payment to
20 the Settlement Administrator. In the event Defendants fail to cure the default within the times set
21 forth herein, Plaintiff may elect to enter judgment against Defendants, on an ex parte basis, for the
22 balance of the unpaid Gross Settlement Amount to date.

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

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

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

3 **ARTICLE IV**

4 **LIMITATIONS ON USE OF THIS SETTLEMENT**

5 **Section 4.01: No Admission**

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

10 **Section 4.02: Non-Evidentiary Use**

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

20 **Section 4.03: Nullification**

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

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

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

8 **ARTICLE V**

9 **RELEASES**

10 **Section 5.01: Released Claims by Class Members**

11 Upon the Date of Finality, Plaintiff and Participating Class Members who do not opt out of
12 the Settlement, release the Released Parties from, and will be forever barred from pursuing against
13 the Released Parties, any and all claims, demands, rights, liabilities and causes of action alleged in
14 Plaintiff's Operative Complaints, or which could have been alleged in Plaintiff's Operative
15 Complaints based on the factual allegations therein, that arose during the Class Period, including but
16 not limited to causes of action for failure to provide meal periods, and applicable provisions of the
17 relevant Industrial Wage Order; failure to permit rest breaks, and applicable provisions of the relevant
18 Industrial Wage Order; failure to provide accurate itemized wage statements, and applicable
19 provisions of the relevant Industrial Wage Order; failure to pay all wages due upon separation of
20 employment, and applicable provisions of the relevant Industrial Wage Order; failure to pay for
21 unreimbursed business expenses, and applicable provisions of the relevant Industrial Wage Order;
22 violation of California Business and Professions Code §§17200, *et seq.*, based on the preceding
23 claims ("Released Claims"); and all claims for attorneys' fees and costs relating to the Released
24 Claims by Class Members, that could have been premised on the facts, claims, causes of action or
25 legal theories described above or that could have been premised on the facts, claims, causes of action
26 or legal theories described above.

1 **Section 5.02: Released Claims by PAGA Group Members**

2 Upon the Date of Finality, the State of California and PAGA Group Members release the
3 Released Parties from all claims, demands, rights, liabilities and causes of action for penalties under
4 California Labor Code Private Attorneys General Act of 2004 based on the letter to the Labor &
5 Workforce Development Agency on May 21, 2021, that arose during the PAGA Period, including
6 but not limited to claims for civil penalties for violations of Labor Code 201, 202, 203, 204, 226(a),
7 226.7, 510, 512, 558, 2802, and applicable Wage Orders of the Industrial Welfare Commission,
8 including but not limited to Industrial Welfare Commission Wage Order No. 5-2001, and all related
9 claims for attorneys' fees and costs.

10 **ARTICLE VI**

11 **MISCELLANEOUS PROVISIONS**

12 **Section 6.01: Amendments or Modification**

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

16 **Section 6.02: Assignment**

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

22 **Section 6.03: Governing Law**

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

1 **Section 6.04: No Publicity**

2 The Parties, Defense Counsel, and Class Counsel shall not issue any press release, contact
3 the press, respond to any press inquiry or have any communication with the press about the fact,
4 amount or terms of this Settlement. The Parties, Defense Counsel, and Class Counsel shall not
5 engage in any advertising or marketing relating to the settlement of these Actions in any manner that
6 identifies or that is suggestive of Defendants (i.e., a manager of McDonald's franchises), including
7 but not limited to any postings on any websites maintained by Class Counsel. However, Class
8 Counsel may identify this Settlement in court filings in other matters to demonstrate their adequacy
9 as counsel in connection with the prosecution or settlement of other class actions. Nothing in this
10 Section is intended to interfere with Class Counsel's duties and obligations to faithfully discharge
11 their duties as Class Counsel, including but not limited to, communicating with Class Members
12 regarding the Settlement.

13 **Section 6.05: Entire Agreement**

14 This Agreement, including the Exhibits referred to herein, which form an integral part hereof,
15 contains the entire understanding of the Parties with respect to the subject matter contained herein.
16 In case of any conflict between text contained in Articles I through VI of this Agreement and text
17 contained in the Exhibits to this Agreement, the former (i.e., Articles I through VI) shall be
18 controlling, unless the Exhibits are changed by or in response to a Court order. There are no
19 restrictions, promises, representations, warranties, covenants, or undertakings governing the subject
20 matter of this Agreement other than those expressly set forth or referred to herein. This Agreement
21 supersedes all prior agreements and understandings among the Parties with respect to the settlement
22 of the Action, including correspondence between Class Counsel and Defense Counsel and drafts of
23 prior agreements or proposals.

24 **Section 6.06: Waiver of Compliance**

25 Any failure of any Party, Defense Counsel, or Class Counsel hereto to comply with any
26 obligation, covenant, agreement, or condition set forth in this Agreement may be expressly waived
27 in writing, to the extent permitted under applicable law, by the Party or Parties and their respective
28 counsel entitled to the benefit of such obligation, covenant, agreement, or condition. A waiver or

1 failure to insist upon strict compliance with any representation, warranty, covenant, agreement, or
2 condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

3 **Section 6.07: Counterparts and Fax/PDF Signatures**

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

9 **Section 6.08: Meet and Confer Regarding Disputes**

10 Should any dispute arise among the Parties or their respective counsel regarding the
11 implementation or interpretation of this Agreement, a representative of Class Counsel and a
12 representative of Defense Counsel shall meet and confer in an attempt to resolve such disputes prior
13 to submitting such disputes to the Court.

14 **Section 6.09: Agreement Binding on Successors**

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

17 **Section 6.10: Cooperation in Drafting**

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

21 **Section 6.11: Fair and Reasonable Settlement**

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

1 **Section 6.12: Headings**

2 The descriptive heading of any section or paragraph of this Agreement is inserted for
3 convenience of reference only and does not constitute a part of this Agreement and shall not be
4 considered in interpreting this Agreement.

5 **Section 6.13: Notice**

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

8 *To Plaintiff and the Class:*

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

17 And

18 *To Defendants:*

19 Katherine C. Den Bleyker
20 Samuel Knecht
21 LEWIS BRISBOIS BISGAARD & SMITH LLP
22 633 West 5th Street, Suite 4000
23 Los Angeles, California 90071
24 Telephone: (213) 250-1800
25 Facsimile: (213) 250-7900

26 **Section 6.14: Enforcement of Settlement and Continuing Court Jurisdiction**

27 To the extent consistent with class action procedure, this Agreement shall be enforceable by
28 the Court pursuant to California Code of Civil Procedure section 664.6 and California Rule of Court
3.769(h). The Final Order entered by the Court will not adjudicate the merits of the Action or the
liability of the Parties resulting from the allegations of the Action. Its sole purpose is to adopt the
terms of the Settlement and to retain jurisdiction over its enforcement. To that end, the Court shall
retain continuing jurisdiction over this Action and over all Parties and Class Members, to the fullest

1 extent to enforce and effectuate the terms and intent of this Agreement. In the event that one or more
2 of the Parties institutes any legal action or other proceeding against any other Party or Parties to
3 enforce the provisions of this Settlement, the successful Party or Parties will be entitled to recover
4 from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness
5 fees incurred in connection with any enforcement actions.

6 **Section 6.15: Mutual Full Cooperation**

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

14 **Section 6.16: Authorization to Act**

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

21 **Section 6.17: No Reliance on Representations**

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

1 **EXECUTION BY PARTIES AND COUNSEL**

2 The Parties and their counsel hereby execute this Agreement.

3
4
5 Dated: Jul 12 - 22

CELIA MARTINEZ

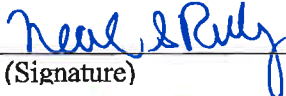
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7 By: 

Named Plaintiff

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9
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11 Dated:

7-25-2022

RUBY BROTHERS III, RUBY CORP., MCRU,
INC., RUBY BROTHERS, RUBY BROTHERS
TOO, and E. RUBY PARTNERS, LLC

12
13 By: 

(Signature)

Neal S. Ruby

(Printed Name)

President

(Title)

14
15
16
17
18
19 **APPROVED AS TO FORM ONLY:**

20
21
22 Dated:

July 13, 2022

JACKSON LAW, APC

23
24 By: 

Armond M. Jackson

Andrea M. Fernandez-Jackosn

Anthony S. Filer Jr.

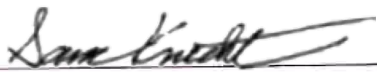
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27 Attorneys for Plaintiff Celia Martinez

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Dated:

July 25, 2022

**LEWIS BRISBOIS BISGAARD & SMITH
LLC**

By: 
Katherine C. Den Bleyker
Samuel Knecht

Attorneys for Defendants Ruby Brothers III,
Ruby Corp., MCRU, Inc., Ruby Brothers, Ruby
Brothers Too, and E. Ruby Partners, LLC

EXHIBIT A

NOTICE OF PROPOSED CLASS ACTION AND PAGA SETTLEMENT

SUPERIOR COURT OF CALIFORNIA FOR THE COUNTY OF ORANGE

**MARTINEZ V. RUBY BROTHERS III ET AL.,
ORANGE COUNTY COURT CASE NO. 30-2021-01204252-CU-OE-CXC**

A court authorized this notice. This is not a solicitation from a lawyer.

ATTENTION: IF YOU HAVE BEEN EMPLOYED BY WATERMARK SERVICES, IV, LLC. AS A NON-EXEMPT EMPLOYEE IN CALIFORNIA DURING THE PERIOD BEGINNING JUNE 4, 2017 AND ENDING ON JUNE 17, 2022, YOU ARE ENTITLED TO A SHARE OF A PROPOSED CLASS ACTION SETTLEMENT.

TO UNDERSTAND YOUR RIGHTS, PLEASE READ THIS NOTICE CAREFULLY.

A proposed class action settlement (“the Settlement”) has been reached between Plaintiff Celia Martinez (“Plaintiff”), on behalf of themselves and the below-defined Class Members, and Defendants Ruby Brothers III, Ruby Corp., MCRU, Inc., Ruby Brothers, Ruby Brothers Too, E. Ruby Partners, LLC. (“Defendants”).

The Settlement resolves the above class action lawsuit (the “Action”) about claims related to allegations that Defendants (1) failed to provide required rest breaks; (2) failed to provide required meal breaks; (3) failed to pay all wages upon termination; (4) failed to furnish accurate itemized wage statements; (5) failed to reimburse for business expenses; and (6) engaged in unfair business practices. Plaintiffs also assert a claim for civil penalties under the Private Attorneys General Act (“PAGA”) based on the foregoing alleged violations by Defendants. Defendants deny and continue to deny all of Plaintiffs’ claims, and maintain that they have complied with all applicable laws and regulations. Defendants have entered into the Settlement solely for purposes of resolving this dispute.

The Settlement provides for Individual Settlement Payments based on the number of workweeks you performed work for Defendants in California as a non-exempt employee during the period from June 4, 2017 to June 17, 2022 as well as PAGA Payments based on the pay periods you performed work for Defendants in California as a non-exempt employee during the period from June 4, 2017 to June 17, 2022.

OVERVIEW OF YOUR LEGAL RIGHTS AND OPTIONS UNDER THE SETTLEMENT	
DO NOTHING	You will automatically receive an Individual Settlement Payment in exchange for which, whether or not you cash or deposit the payment, you will be bound by all terms of the Settlement and any Final Judgment entered in the Action if the Settlement receives final approval by the Court, and you will give up your rights to be part of any other lawsuit against Defendant and/or the Released Parties involving the same or similar legal claims as the ones in the Action for the period beginning on June 4, 2017 to

	June 17, 2022. If you are a PAGA Group Member, you will also receive a PAGA Payment. You will be mailed a settlement check at the address where this Notice was mailed (unless you timely provide a forwarding address to the Settlement Administrator).
EXCLUDE YOURSELF	The only way for you to be part of any other lawsuit against Defendants and/or the Released Parties involving the same or similar legal claims as the ones in the Action for the period beginning on June 4, 2017 to June 17, 2022 is to submit a valid Exclusion Form to the Settlement Administrator postmarked no later than [+60 days from date of mailing] . If you submit an Exclusion Form, you will <u>not</u> receive an Individual Settlement Payment, but you will receive a PAGA Payment if you are a PAGA Group Member.
OBJECT	If you wish to object to the Settlement, you must submit a written Objection, and supporting papers, to the Settlement Administrator that is postmarked or fax stamped no later than [+60 days from date of mailing] . This option is available only if you do <u>not</u> exclude yourself. Class members may also appear at the final approval hearing to object, this hearing will take place on [Final Approval Hearing Date and location].

These rights and options, and how to exercise them, are explained in more detail in this notice.

The Court handling this case has determined only that there is sufficient evidence to suggest that the proposed Settlement might be fair, adequate, and reasonable, and the Court still has to make a final determination of those issues at the Final Approval Hearing. Settlement payments will only be issued if the Court grants final approval of the Settlement.

Additional information regarding the Settlement is available through the Settlement Administrator or Class Counsel, whose contact information is provided in this notice.

BASIC INFORMATION

1. Why did I get this notice?

On **[insert preliminary approval date]**, the Superior Court of California, County of Orange (“the Court”) preliminarily approved a class action settlement of the Action on behalf of all persons who were employed by Defendants in California as non-exempt employees (“Class Members”) during the period beginning on **June 4, 2017 to June 17, 2022** (the “Class Period”). According to Defendants’ records, you are a Class Member. This notice explains the Action, the Settlement, and your legal rights.

The Action is pending as case captioned *Martinez v. Ruby Brothers, et al* and is pending in the Superior Court of California for the County of Orange (the “Action”). Celia Martinez is the Plaintiffs, and the companies they sued, Defendants Ruby Brothers III, Ruby Corp., MCRU, Inc., Ruby Brothers, Ruby Brothers Too, E. Ruby Partners, LLC, are the Defendants.

2. What is the Action about?

The Action generally involves claims under California’s wage and hour laws. Plaintiff is a former non-exempt employees of Defendants. They allege that Defendants did not provide proper meal or rest breaks, failed to timely pay wages, failed to pay all wages at termination, failed to provide compliant wage statements, failed to reimburse for business expenses, and violated California’s Business and Professions Code. As a result, Plaintiff alleges that they and the Class Members are entitled to recover unpaid meal and rest period premiums, reimbursement of expenses, interest, and statutory and civil penalties. Defendants deny that they engaged in any wrongful conduct or violated the law in any way, and believe Plaintiffs and the Class Members were properly and timely compensated and provided proper meal and rest breaks and reimbursed for any expenses. However, both Plaintiffs and Defendants believe the Settlement is fair, adequate, and reasonable, and that it is in the best interest of the Class Members.

3. Why is this lawsuit a class action?

In a class action, one or more people called “Plaintiff(s)” (in this case, Celia Martinez) sue on behalf of people who have similar alleged claims. All of these people are a “class” or “class members.” The Court resolves the issues for all class members, except for those who exclude themselves from the class. On **[insert date]**, the Honorable Peter Wilson issued an order conditionally certifying the Settlement Class for purposes of settlement only.

4. Who is in the Settlement Class?

“Class Members” or “Class” means all persons employed by Defendant in the State of California at any time during the period from on **June 4, 2017 to June 17, 2022** as a non-exempt employee. “PAGA Group Members” means all persons employed by Defendant in the State of California at any time during the period from **June 4, 2017 to June 17, 2022** as a non-exempt employee.

5. Why is there a settlement?

After conducting substantial investigation, including review of Defendants’ policies, timekeeping records, and payroll records, both sides agreed to the Settlement to avoid the cost and risk of further litigation. The Settlement does not mean that any laws were broken. Defendants deny all of the claims asserted in the Action and deny that they have violated any laws. Plaintiffs and their lawyers think the Settlement is in the best interests of all Class Members.

THE SETTLEMENT BENEFITS—WHAT YOU GET

6. What does the settlement provide?

Under the terms of the Settlement, Defendant agrees to pay a Maximum Settlement Amount of One Million Two Hundred Ninety Thousand Dollars (\$1,290,000.00). Deducted from this Maximum Settlement Amount will be sums approved by the Court for attorneys’ fees (not to exceed \$429,957.00), or 33.33% of the Maximum Settlement Amount, attorneys’ litigation costs (not to exceed \$20,000.00), a Class Representative Service Award to Plaintiff Celia Martinez in

the amount of (\$5,000) for their services, the PAGA Settlement Amount (i.e., a payment of Fifty Thousand Dollars (\$50,000.00) to the State of California Labor and Workforce Development Agency for alleged penalties and a Six Thousand Dollars (\$12,500.00) *pro rata* distribution to PAGA Group Members as their PAGA Payment), and the fees and expenses of the Settlement Administrator, xxxx. (estimated not to exceed \$XX,000.00), which will result in a maximum amount payable by Defendants for distribution to Class Members who do not opt out (the “Net Settlement Amount”). Defendants’ share of payroll taxes will be paid separately from and in addition to the Maximum Settlement Amount. No portion of the Maximum Settlement Amount shall revert to Defendants.

The Net Settlement Amount will be distributed to Class Members who do not opt out of the Settlement (“Participating Class Members”) on a *pro rata* basis, based on the number of workweeks that each Participating Class Member performed work for Defendants as a non-exempt employee in California during the Class Period (“Qualified Workweeks”). To determine a Participating Class Member’s estimated settlement payment (“Individual Settlement Payment”), the Net Settlement Amount will be divided by the total number of Qualified Workweeks worked by all Participating Class Members during the Class Period, multiplied by the number of Qualified Workweeks worked by that Participating Class Member, according to the following formula:

$$\text{[Net Settlement Amount} \div \text{Total Qualified Pay Periods for all Participating Class Members]} \times \text{Participating Class Member's Individual Qualified Pay Periods} = \text{estimated Individual Settlement Payment}$$

Class Members’ Individual Settlement Payments will be reduced by any required legal deductions. No benefit, including but not limited to pension benefits and/or 401(k), shall increase or accrue as a result of any payment made as a result of this Settlement.

The Parties recognize that the Class Members’ Individual Settlement Payments are for wages, interest, and penalties. The Parties agree that 33% of the Individual Settlement Payments shall be reported as wages subject to all applicable tax withholdings on IRS Form W-2 and its state and local equivalents, 33% shall be reported as non-wage interest not subject to payroll tax withholdings on IRS Form 1099, and 34% shall be reported as penalties not subject to payroll tax withholdings on IRS Form 1099 and its state and local equivalents.

The Parties are neither providing tax nor legal advice, nor making representations regarding tax obligations or consequences, if any, related to any settlement amounts to be paid to the Participating Class Members. Each Participating Class Member will assume any tax obligations or consequences that may arise from any settlement amount paid to him or her and should consult with a tax expert if he or she has any questions. Each Participating Class Member’s *pro rata* distribution amount prior to legal deductions will be reduced by the amount of any required payroll-related deductions.

Class Members who were employed by Defendants in the State of California at any time during the PAGA Period as a non-exempt employee (“PAGA Group Members”) will also receive a PAGA Payment. “PAGA Payment” means the amount payable from the PAGA Settlement Amount to each PAGA Group Member. “PAGA Settlement Amount” means the portion of the

Maximum Settlement Amount allocated to the resolution of PAGA claims in the Action. The PAGA Settlement Amount is Fifty Thousand Dollars (\$50,000.00). Thirty-Seven Thousand Five Hundred Dollars (\$37,500.00) shall be paid by the Settlement Administrator directly to the LWDA. The remaining Twelve Thousand Five Hundred Dollars (\$12,500.00) shall be distributed to PAGA Group Members as their PAGA Payment. The “PAGA Period” is the period of time from June 4, 2020 to June 17, 2022. PAGA Payments shall be paid by the Settlement Administrator from the Maximum Settlement Amount. PAGA Payments shall be allocated as non-wage penalties not subject to payroll tax withholdings. The Settlement Administrator shall issue an IRS Form 1099 to each PAGA Group Member for their PAGA Payment. Each PAGA Group Member’s PAGA Payment shall be calculated solely by the Settlement Administrator according to the following formula: Defendants shall provide the Settlement Administrator with the Total Qualified PAGA Pay Periods; the Settlement Administrator shall then (1) divide Twelve Thousand Five Hundred Dollars (\$12,500.00) by the Total Qualified PAGA Pay Periods and then (2) multiply each PAGA Group Member’s number of Qualified PAGA Pay Periods by the result in (1) to obtain the amount of each PAGA Group Member’s PAGA Payment. “Qualified PAGA Pay Periods” means the total number of pay periods during the PAGA Period that PAGA Group Members performed work for Defendants as a non-exempt employee.

To the extent any Participating Class Member or PAGA Group Member disputes any aspect of his or her payment, number of Qualified Workweeks, or number of Qualified PAGA Pay Periods, that Participating Class Member or PAGA Group Member may submit supporting evidence to the Settlement Administrator. Defendants’ records will be presumed determinative.

7. What is my approximate Individual Settlement Payment?

According to payroll records maintained by Defendants, the total number of weeks you worked in California for Defendants as a non-exempt employee during the Class Period is [REDACTED]. The total number of pay periods you worked in California for Defendants as a non-exempt employee during the PAGA Period is [REDACTED].

Based on information provided above, anticipated court-approved deductions, and preliminary calculations Qualified Workweeks, it is estimated your share of the settlement will be \$[REDACTED], less applicable taxes and withholdings. This amount includes your share of the PAGA Group Payment, which is estimated to be \$[REDACTED].

You do not need to do anything further to receive your Individual Settlement Payment, other than to ensure that the Settlement Administrator has an accurate mailing address for you. It is important that you contact and inform the Settlement Administrator listed in Section 11, below, of any changes to your mailing address for timely payment.

8. What am I giving up in exchange for the settlement benefits?

In exchange for the consideration provided, and upon the Settlement Administrator’s receipt of the total Maximum Settlement Amount from Defendants, Plaintiffs and each Participating Class Member who does not submit a valid Exclusion Form (defined in response to Question 11

below) will release all claims for civil penalties that could have been sought by the Labor Commissioner and all claims alleged in the Complaint, including but not limited to (1) failure to pay minimum wages; (2) failure to pay overtime wages; (3) failure to provide meal periods (4) failure to permit rest breaks (5) failure to provide accurate itemized wage statements (6) failure to pay all wages due upon separation of employment (7) violation of California Business and Professions Code §§17200, *et seq.*, based on the preceding claims against Defendants (the “Released Parties”). The PAGA Group Member will release PAGA claims regardless of whether they opt-out.

HOW TO GET A SETTLEMENT PAYMENT

9. How do I get a settlement payment?

You will automatically receive an Individual Settlement Payment in exchange for which, whether or not you cash or deposit the payment, you will be bound by all terms of the Settlement and any Final Judgment entered in the Action if the Settlement receives final approval by the Court, and you will give up your rights to be part of any other lawsuit against Defendants and/or the Released Parties involving the same or similar legal claims as the ones in the Action arising during the Class Period. You will be mailed a settlement check at the address where this notice was mailed (unless you timely provide a forwarding address to the Settlement Administrator).

Additionally, if you are a PAGA Group Member, you will also receive a PAGA Payment, regardless of whether you submit an Exclusion Form. Your Individual Settlement Payment and PAGA Payment will be issued in one check.

10. When will I get my check?

Checks will be mailed to Participating Class Members and PAGA Group Members eligible to receive benefits under the Settlement after the Court grants “final approval” of the Settlement. If the judge approves the settlement after a hearing on **insert date** (see “The Court’s Final Approval Hearing” below), there may be appeals. If there are any appeals, resolving them could take some time, so please be patient.

If the Court approves the settlement and if you do not opt out, your individual payment is expected to be distributed after Defendants make payment to the Settlement Administrator. Defendants have within (b) thirty days after the Court signs the Final order to make the full payment to the Settlement Administrator.

Please also be advised that you will only have 180 days from the date that the check is issued to cash it. If you do not cash your check within 180 days of the date of its mailing, your check shall be voided, and your share of the settlement proceeds will be distributed by the Settlement Administrator to the California State Controller’s Office Unclaimed Property Fund in your name.

EXCLUDING YOURSELF FROM THE SETTLEMENT

11. How do I ask the Court to exclude me from the Settlement Class?

If you do not wish to participate in the Settlement, you must complete and send a timely Exclusion Form. The Exclusion Form must be completed, signed, dated and mailed by First Class U.S. Mail, or the equivalent, postmarked no later than **[+60 days from date of mailing]** to:

INSERT SETTLEMENT ADMIN INFO

Exclusion Forms that do not include all required information and/or that are not timely submitted will be deemed null, void, and ineffective, unless otherwise ordered by the Court. If you do not submit a valid and timely Exclusion Form on or before **[+60 days from date of mailing]**, you will be bound by all terms of the Settlement and any Final Judgment entered in the Action if the Settlement is approved by the Court.

12. If I exclude myself, can I get anything from the settlement?

Not unless you are also a PAGA Group Member. If you exclude yourself now you will not get anything from the Settlement unless you are a PAGA Group Member. If you ask to be excluded, you will not get an Individual Settlement Payment and you will not be bound by the Settlement, but you will still receive a PAGA Payment if you are a PAGA Group Member.

13. If I don't exclude myself, can I sue later?

No. Unless you exclude yourself, you give up the right to sue Defendants for the Released Claims arising during the Class Period. You must exclude yourself from the Settlement Class to start or continue your own lawsuit.

THE LAWYERS REPRESENTING YOU

14. Do I have a lawyer in this case?

The Court has appointed the following lawyers to serve as Class Counsel for the Class Members:

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

15. How will the costs of the lawsuit and the settlement be paid?

Subject to court approval, Class Counsel has requested one-third (33 1/3%) of the sum of the Maximum Settlement Amount in attorneys' fees (currently equal to \$429,957.00) plus actual

litigation costs and expenses (not to exceed \$20,000.00). The Court may award less than these amounts. If lesser amounts are awarded, the difference will be returned to the Net Settlement Amount.

In addition, and subject to Court approval, Defendants also agree to pay, as part of the Maximum Settlement Amount, up to Five Thousand Dollars (\$5,000.00) to Plaintiff Celia Martinez as Enhancement Awards for their participation in the Action and for taking on the risk of litigation. Subject to Court approval, Defendant also agrees to pay Eighteen Thousand Dollars (\$37,500.00) to the State of California Labor and Workforce Development Agency for alleged civil penalties. Defendant also agrees to pay, as part of the Maximum Settlement Amount, the Settlement Administrator's costs and fees associated with administering the Settlement, estimated not to exceed **XX Thousand Dollars (\$XX,000.00)**. The Court may award less than these amounts. If lesser amounts are awarded, the difference will be included in the Net Settlement Amount and will be available for distribution to Participating Class Members.

OBJECTING TO THE SETTLEMENT

16. How do I object to the Settlement?

If you do not submit an Exclusion Form, you may object to the proposed Settlement, or any portion thereof, by completing a written objection ("Objection Form"). The Objection Form must be signed and mailed by regular U.S. Mail, postmarked no later than **[+60 days from date of mailing]**, to the Settlement Administrator at the following address:

[Settlement Administrator]
[insert info]

The Objection Form must (1) state your full name; (2) be signed by you; (3) state the grounds for the objection; and (4) must be postmarked by **[+60 days from date of mailing]** and returned to the Settlement Administrator at the specified address above. If you wish to appear at the Court's Final Approval Hearing (see response to Question 17 below) and orally present your objection to the Court, you may do so whether or not you submitted an Objection Form to the Settlement Administrator. Any Class Member who submits an Objection Form or appears at the Final Approval Hearing to submit a verbal objection remains eligible to receive monetary compensation from the Settlement. A Class Member who submits an Exclusion Form may not object to the proposed Settlement.

17. What's the difference between objecting and asking to be excluded?

Objecting is simply telling the Court you do not like something about the Settlement. Excluding yourself is telling the Court that you do not want to be part of the Settlement Class.

THE COURT'S FINAL APPROVAL HEARING

The Court will hold a hearing to decide whether to approve the Settlement. You may attend the hearing and you may ask to speak, but you don't have to.

18. When and where will the Court decide whether to approve the settlement?

The Court will hold a Final Approval Hearing on **[insert time/date]** in Department CX102 of the **Orange County Superior Court, located at 751 W. Santa Ana, Blvd, Santa Ana, California 92701**. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. The Court will also decide how much to pay Class Counsel. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take.

19. Do I have to come to the hearing?

No. Class Counsel will answer any questions the judge may have. But you are welcome to come. If you submit an Objection Form to the Settlement Administrator, you do not have to come to Court to talk about it. You may also pay another lawyer to attend, but it is not required. Class Counsel will not represent you in connection with any objection. You may appear by audio or video at the final approval hearing. Please visit the Court's website for further instructions: <https://www.occourts.org/directory/civil/complex-civil/calendar-schedule/civil-panel-schedule.html>

20. May I speak at the hearing?

If you wish to appear at the Final Approval Hearing and orally present your objection to the Court, you may do so regardless of whether or not you submitted an Objection Form. Please adhere to the latest COVID-19 courthouse protocol.

IF YOU DO NOTHING

21. What happens if I do nothing at all?

If you do nothing, you will automatically receive an Individual Settlement Payment and PAGA Payment, if applicable, as described above and you will be bound by the release of Released Claims against the Released Parties.

GETTING MORE INFORMATION

22. How do I get more information?

This notice summarizes the Settlement. More details are in the Stipulation of Class Action and PAGA Settlement, which is attached as **Exhibit X** to the Declaration of Armond M. Jackson in Support of Plaintiffs Celia Martinez's Motion for Preliminary Approval of Class Action and PAGA Settlement, filed on **[INSERT DATE]**. The case is assigned to Department CX102 of the Orange County Superior Court, located at 751 W. Santa Ana, Blvd, Santa Ana, California 92701. The case file may be viewed online at <https://www.occourts.org/online-services/case-access/> and select "Civil Case & Document Access."

You may also contact Class Counsel or the Settlement Administrator for more information.

[Settlement Administrator]
[insert info]

The Settlement Administrator has set up a settlement website where you may also obtain up-to-date information on the matter including any change of the date or location of any hearings in connection with this Settlement. The settlement website URL is **XXXXXX**

Please do not contact the Court for more information about the Settlement.

EXHIBIT B

**MARTINEZ V. RUBY BROTHERS III,
ORANGE COUNTY COURT CASE NO. 30-2021-01204252-CU-OE-CXC**

OBJECTION FORM

IF YOU WANT TO PARTICIPATE IN THE SETTLEMENT, BUT YOU **OBJECT** TO THE TERMS OF THE SETTLEMENT, YOU MUST SIGN AND COMPLETE THIS FORM ACCURATELY AND IN ITS ENTIRETY, AND YOU MUST SUBMIT THIS FORM BY FIRST CLASS U.S. MAIL OR FAX TO THE SETTLEMENT ADMINISTRATOR AT THE ADDRESS OR FAX NUMBER BELOW SO THAT IT IS POSTMARKED OR FAX STAMPED ON OR BEFORE .

The Court will consider your objection at the Final Approval Hearing if you submit a timely and valid written statement of objection. All of the information on this form is required. If you do not provide all of the information below, your objection will be deemed null and void. **Even if you submit an objection, you will be bound by the terms of the Settlement, including the release of Released Claims, unless the Court does not approve the Settlement.** You cannot object to the Settlement if you request exclusion from the Settlement.

☐ I OBJECT to the *Celia Martinez. v. Ruby Brothers III*, Settlement on the following grounds:

(Attach additional pages if need.)

(Signature)

(Date)

(Print Name)

(Address)

(Telephone Number)

(City / State / Zip Code)

All Objection Forms must be postmarked or fax stamped no later than . Mail or fax your fully completed and signed Objection Form to:

[Settlement Administrator]
Re: <i>Celia Martinez. v. Ruby Brothers III</i>
[Address]
[City, State, Zip]
[Telephone Number; Fax Number]

Armond M. Jackson, SBN 281547
ajackson@jacksonapc.com
Andrea M. Fernandez-Jackson SBN 295924
afernandez@jacksonapc.com
Anthony S. Filer Jr. SBN 337704
afilier@jacksonapc.com
JACKSON APC
2 Venture Plaza, Ste. 240
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Phone (949) 281-6857
Fax (949) 777-6218

Attorneys for Plaintiff Celia Martinez

Katherine C. Den Bleyker, SBN 257187
katherine.denbleyker@lewisbrisbois.com
Samuel Knecht, SBN 314693
samuel.knecht@lewisbrisbois.com
LEWIS BRISBOIS BISGAARD & SMITH LLP
633 W. 5th Street, Suite 4000
Los Angeles, CA 90071
Telephone: (213) 250-1800
Facsimile: (213) 250-7900

Attorneys for Defendant Ruby Brothers III, Ruby Corp., MCRU, Inc., Ruby Brothers, Ruby Brothers Too, and E. Ruby Partners, LLC (erroneously sued as F Ruby Partners, LLC).

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE**

CELIA MARTINEZ, as an individual and on
behalf of other members similarly situated,

Plaintiff,

vs.

RUBY BROTHERS III, a California corporation;
RUBY CORP., a California corporation, MCRU,
INC., a California corporation, RUBY
BROTHERS, a California corporation, RUBY
BROTHERS TOO, a California corporation, F
RUBY PARTNERS, LLC, a California
corporation, and DOES 1-50, inclusive,

Defendant.

CASE NO. 30-2021-01204252-CU-OE-CXC

Assigned for all Purposes to the Honorable
Peter Wilson, Dept. CX102

**AMENDMENT TO SETTLEMENT
AGREEMENT**

1 Per the Court's ruling on October 12, 2022, this Amendment to Settlement Agreement is
2 made by and between Plaintiff Celia Martinez, on behalf of herself and each of the other Class
3 Members as defined herein, and Defendants Ruby Brothers III, Ruby Corp., MCRU, Inc., Ruby
4 Brothers, Ruby Brothers Too, E. Ruby Partners, LLC ("Defendants"), by and through their
5 respective counsel of record, in the putative class actions and PAGA actions entitled *Celia Martinez*
6 *individually and on behalf of all others similarly situated v. Ruby Brothers III.*, a California
7 Corporation; *Ruby Corp.*, a California corporation, *MCRU, Inc.*, a California corporation, *Ruby*
8 *Brothers*, a California corporation, *Ruby Brothers Too*, a California corporation, *E Ruby Partners,*
9 *LLC*, a California corporation; and DOES 1 through 50, inclusive, Case No. 0-2021-01204252-CU-
10 OE-CXC, commenced on June 4, 2021 in the Superior Court of the State of California, County of
11 Orange, Judicial Counsel Coordination Proceedings No. JCCP 5176.

12 The parties hereby agree to the following amendments to the Settlement Agreement:

13
14 **Paragraph 3.03: Notice to Class Members is hereby deleted:**

15 **Section 3.03: Notice to Class Members**

16 No later than fifteen (15) business days after the Preliminary Approval Date, Defendants
17 will provide the Settlement Administrator with a "Class List" in electronic format based on its
18 business records, identifying the names of the Class Members, their last known home addresses,
19 Social Security numbers or, as applicable, other taxpayer identification number, their dates of
20 employment and weeks worked during the Class Period.

21 Within ten (10) business days of receiving a Class List from Defendants, the Settlement
22 Administrator will send Class Members, by first-class mail, at their last known address, the Court
23 approved Notice Packet, including notice of this Settlement and of the opportunity to opt out of the
24 Settlement Class. The Notice Packet will include a calculation of the Class Member's approximate
25 share of the Net Settlement Amount. Class Members will have sixty (60) days from the date of
26 mailing in which to postmark objections or requests for exclusion. Prior to the initial mailing, the
27 Settlement Administrator will check all Class Member addresses against the National Change of
28 Address database and shall update any addresses before mailing. The Settlement Administrator will

1 skip trace and re-mail all returned, undelivered mail within five (5) days of receiving notice that a
2 Notice Packet was undeliverable. If a Class Member's notice is re-mailed, the Class Member shall
3 have fifteen (15) calendar days from the re-mailing, or sixty (60) calendar days from the date of the
4 initial mailing, whichever is later, in which to postmark objections or requests for exclusion. Class
5 Members shall not be required to submit claim forms in order to receive a proportional share of the
6 Net Settlement Amount.

7 If the Notice Packet is returned with a forwarding address, the Settlement Administrator
8 shall re-mail the Notice Packet to the forwarding address. With respect to those Class Members
9 whose Notice Packet is returned to the Settlement Administrator as undeliverable, the Settlement
10 Administrator shall promptly attempt to obtain a valid mailing address by performing a skip trace
11 or mass search on LexisNexis or comparable databases based on set criteria and, if another address
12 is identified, shall mail the Notice Packet to the newly identified address. It is the intent of the parties
13 that reasonable means be used to locate Class Members and that the Settlement Administrator be
14 given discretion to take steps in order to facilitate notice of the Settlement and delivery of the
15 Individual Settlement Payments to all Participating Class Members.

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

19 In the event a Class Member's Notice Packet remains undeliverable sixty (60) calendar days
20 after the Notice Packet was initially mailed, the Settlement Administrator will not mail the Class
21 Member's Individual Settlement Payment. The Settlement Administrator will hold the Class
22 Member's Individual Settlement Payment during the check cashing period on behalf of the Class
23 Member. If at the conclusion of the check cashing period the Class Member's Notice Packet and
24 Individual Settlement Payment remain undeliverable and/or unclaimed and uncashed, the
25 Settlement Administrator will distribute the funds from unclaimed/uncashed checks in accordance
26 with the procedures set forth in Section 3.07(g) below.

27 No later than twenty (20) court days prior to the Final Fairness and Approval Hearing, the
28 Settlement Administrator shall provide Defense Counsel and Class Counsel with a declaration

1 attesting to completion of the notice process, including any attempts to obtain valid mailing
2 addresses for and re-sending of any returned Notice Packets, as well as the number of valid requests
3 for exclusion and objections that the Settlement Administrator received.

4 **Paragraph 3.03: Notice to Class Members is hereby replaced with the following:**

5 **Section 3.03: Notice to Class Members**

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

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

25 If the Notice Packet is returned with a forwarding address, the Settlement Administrator
26 shall re-mail the Notice Packet including Dispute Forms to the forwarding address. With respect to
27 those Class Members whose Notice Packet is returned to the Settlement Administrator as
28 undeliverable, the Settlement Administrator shall promptly attempt to obtain a valid mailing address

1 by performing a skip trace or mass search on LexisNexis or comparable databases based on set
2 criteria and, if another address is identified, shall mail the Notice Packet including Dispute Forms
3 to the newly identified address. It is the intent of the parties that reasonable means be used to locate
4 Class Members and that the Settlement Administrator be given discretion to take steps in order to
5 facilitate notice of the Settlement and delivery of the Individual Settlement Payments to all
6 Participating Class Members.

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

10 In the event a Class Member's Notice Packet remains undeliverable sixty (60) calendar days
11 after the Notice Packet was initially mailed, the Settlement Administrator will not mail the Class
12 Member's Individual Settlement Payment. The Settlement Administrator will hold the Class
13 Member's Individual Settlement Payment during the check cashing period on behalf of the Class
14 Member. If at the conclusion of the check cashing period the Class Member's Notice Packet and
15 Individual Settlement Payment remain undeliverable and/or unclaimed and uncashed, the
16 Settlement Administrator will distribute the funds from unclaimed/uncashed checks in accordance
17 with the procedures set forth in Section 3.07(g) below.

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

23 **Paragraph 3.04 (a) Class Member Disputes is hereby deleted:**

24 **Paragraph 3.04 (a) Class Member Disputes**

25 **a. Class Member Disputes**

26 If any Class Member disagrees with Defendants' records as to his or her Qualifying
27 Workweeks during the Class Period as reflected in the Notice Packet, the Class Member shall set
28 forth in writing the Qualifying Workweeks he/she claims to have worked during the Class Period

1 and submit such writing to the Settlement Administrator by the Response Deadline, along with any
2 supporting documentation. The Notice Packet shall contain a Dispute Form substantially in the form
3 attached hereto as **Exhibit B**. The Notice of Class Action Settlement will also provide a method for
4 the Class Member to challenge the employment data on which his or her Individual Settlement
5 Payment is based. The Settlement Administrator shall contact the Parties regarding the dispute and
6 the Parties will work in good faith to resolve it. If the Parties are unable to resolve the dispute, the
7 Settlement Administrator will be the final arbiter of the Qualifying Workweeks for each Class
8 Member during the Class Period based on the information provided to it.

9 **Paragraph 3.04 (a) Class Member Disputes is hereby replaced with the following:**

10 **Paragraph 3.04 (a) Class Member Disputes**

11 **a. Class Member Disputes**

12 If any Class Member disagrees with Defendants' records as to his or her Qualifying
13 Workweeks during the Class Period as reflected in the Notice Packet, the Class Member shall set
14 forth in writing the Qualifying Workweeks he/she claims to have worked during the Class Period
15 and submit such writing to the Settlement Administrator by the Response Deadline, along with any
16 supporting documentation. The Notice Packet shall contain a Dispute Form substantially in the form
17 attached hereto as **Exhibit B**. The Notice of Class Action Settlement will also provide a method for
18 the Class Member to challenge the employment data on which his or her Individual Settlement
19 Payment is based. The Settlement Administrator shall contact the Parties regarding the dispute and
20 the Parties will work in good faith to resolve it. If the Parties are unable to resolve the dispute, the
21 Settlement Administrator will be the final arbiter of the Qualifying Workweeks for each Class
22 Member during the Class Period based on the information provided to it. The Parties shall file with
23 the Court all disputes submitted by class members, the evidence submitted, and the resolution of
24 those disputes. The Court shall have the right to review and reverse any decision made by the
25 Settlement Administrator regarding a claim dispute.

26 **Paragraph 5.02 Released Claims by PAGA Group Members is hereby deleted:**

27 **Section 5.02: Released Claims by PAGA Group Members**

1 Upon the Date of Finality, the State of California and PAGA Group Members release the
2 Released Parties from all claims, demands, rights, liabilities and causes of action for penalties under
3 California Labor Code Private Attorneys General Act of 2004 based on the letter to the Labor &
4 Workforce Development Agency on May 21, 2021, that arose during the PAGA Period, including
5 but not limited to claims for civil penalties for violations of Labor Code 201, 202, 203, 204, 226(a),
6 226.7, 510, 512, 558, 2802, and applicable Wage Orders of the Industrial Welfare Commission,
7 including but not limited to Industrial Welfare Commission Wage Order No. 5-2001, and all related
8 claims for attorneys' fees and costs.

9 **Paragraph 5.02 Released Claims by PAGA Group Members is hereby replaced with**
10 **the following:**

11 **Section 5.02: Released Claims by PAGA Group Members**

12 Upon the Date of Finality, the State of California and PAGA Group Members release the
13 Released Parties from all claims, demands, rights, liabilities and causes of action for penalties under
14 California Labor Code Private Attorneys General Act of 2004 based on the letter to the Labor &
15 Workforce Development Agency on May 21, 2021, that arose during the PAGA Period, including
16 but not limited to claims for civil penalties for violations of Labor Code 201, 202, 203, 204, 226(a),
17 226.7, 512, 558, 2802, and applicable Wage Orders of the Industrial Welfare Commission, including
18 but not limited to Industrial Welfare Commission Wage Order No. 5-2001, and all related claims
19 for attorneys' fees and costs.

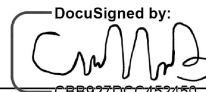
20
21 **EXECUTION BY PARTIES AND COUNSEL**

22 The Parties and their counsel hereby execute this Agreement.

23
24 Dated: 11/15/2022

CELIA MARTINEZ

25
26 By:

DocuSigned by:

CBB927DCC432430...

Named Plaintiff

1 Dated:

RUBY BROTHERS III, RUBY CORP., MCRU,
2 INC., RUBY BROTHERS, RUBY BROTHERS
3 TOO, and E. RUBY PARTNERS, LLC

4 By: _____

(Signature)

5 _____
(Printed Name)

6 _____
(Title)

7
8
9 **APPROVED AS TO FORM ONLY:**

10
11 Dated:

November 15, 2022

JACKSON LAW, APC

12
13 By: _____

Armond M. Jackson

Andrea M. Fernandez-Jackson

Anthony S. Filer Jr.

14
15 Attorneys for Plaintiff Celia Martinez

16
17
18
19
20 Dated:

**LEWIS BRISBOIS BISGAARD & SMITH
21 LLC**

22
23 By: _____

Katherine C. Den Bleyker

Samuel Knecht

24
25 Attorneys for Defendants Ruby Brothers III,
26 Ruby Corp., MCRU, Inc., Ruby Brothers, Ruby
27 Brothers Too, and E. Ruby Partners, LLC

1 Dated:

2 11-15-22

RUBY BROTHERS III, RUBY CORP., MCRU,
INC., RUBY BROTHERS, RUBY BROTHERS
TOO, and E. RUBY PARTNERS, LLC

3 By:

4 Neal S. Ruby
(Signature)

5 Neal S. Ruby
(Printed Name)

6 owner
(Title)

8
9 **APPROVED AS TO FORM ONLY:**

10
11 Dated:

12 _____

JACKSON LAW, APC

13 By:

14 Armond M. Jackson
Andrea M. Fernandez-Jackson
Anthony S. Filer Jr.

15 Attorneys for Plaintiff Celia Martinez

16
17
18
19
20 Dated:

21 November 14, 2022

**LEWIS BRISBOIS BISGAARD & SMITH
LLC**

22
23 By:

24 Samuel Knecht
Katherine C. Den Bleyker
Samuel Knecht

25 Attorneys for Defendants Ruby Brothers III,
26 Ruby Corp., MCRU, Inc., Ruby Brothers, Ruby
27 Brothers Too, and E. Ruby Partners, LLC

EXHIBIT B



JACKSON APC
jacksonapc.com
2 Venture Plaza, Suite 240
Irvine, CA 92618

ARMOND M. JACKSON
949.226.7027 Direct
949.281.6857 Main
ajackson@jacksonapc.com

May 21, 2021

Sent By Certified Mail to Ruby Corp., MCRU, Inc., Ruby Brothers Too, Ruby Brothers, Ruby Brothers III

Ruby Brothers III

3198 Airport Loop Drive D1
Costa Mesa, California 92626

**Kacy Bruce Agent for Service of Process
for Ruby Brothers III**

3198 Airport Loop Drive D1,
Costa Mesa, California 92626

Ruby Corp.

3198 Airport Loop Drive D1
Costa Mesa, California 92626

**Kacy Bruce Agent for Service of Process
for Ruby Corp.**

3198 Airport Loop Drive D1
Costa Mesa, California 92626

MCRU, Inc.

3198 Airport Loop Drive D1
Costa Mesa, California 92626

**Kacy Bruce Agent for Service of Process
for MCRU, Inc.**

3198 Airport Loop Drive D1
Costa Mesa, California 92626

E. Ruby Partners, LLC.

3198 Airport Loop Drive D1
Costa Mesa, California 92626

**Kacy Bruce Agent for Service of Process
for E. Ruby Partners, LLC.**

3198 Airport Loop Drive D1
Costa Mesa, California 92626

Ruby Brothers

3198 Airport Loop Drive D1
Costa Mesa, California 92626

**Kacy Bruce Agent for Service of Process
for Ruby Brothers**

3198 Airport Loop Drive D1
Costa Mesa, California 92626

Ruby Brothers Too

3198 Airport Loop Drive D1
Costa Mesa, California 92626

**Kacy Bruce Agent for Service of Process
for Ruby Brothers Too**

3198 Airport Loop Drive D1
Costa Mesa, California 92626

**Labor and Workforce Development
Agency**

Attn. PAGA Administrator
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102
(415) 703-4810

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

Re: Notice Pursuant to California Labor Code Section 2699
Violations of California Labor Code Sections 201, 202, 203, 204, 226(a) 1-2, 4-5, 8-9,
226.3, 226.7, 512, 558, 2802
Violations of California Labor Code Section 1198 (Industrial Welfare Commission Order
No. 5-2001 (“Wage Order 5”), Sections 3, 7, 11, 12, 14
Labor and Workforce Development Agency Right to Investigate and Issue a Citation (Lab.
Code § 2699.3)
Celia Martinez v. Ruby Brothers III et al.

Dear Ruby Corp., MCRU, Inc., E. Ruby Partners, L.P., Ruby Brothers Too, Ruby Brothers, Ruby
Brothers III and PAGA Administrator:

This letter is issued pursuant to Labor Code § 2698, et seq. (Specifically Labor Code §
2699(f), which provides notice to the PAGA Administrator, Ruby Corp., MCRU, Inc., E. Ruby
Partners, L.P., Ruby Brothers Too, Ruby Brothers, Ruby Brothers III by Celia Martinez (“Ms.
Martinez”) (referred to herein as “Ms. Martinez” or “Plaintiff”) on behalf of all California
aggrieved current and aggrieved former similarly situated employees of Ruby Corp., MCRU, Inc.,
L.P., Ruby Brothers Too, Ruby Brothers, Ruby Brothers III and any other (collectively referred
to herein as “Defendants”), a private right of action under the Private Attorney General Act
(PAGA) of 2004. The Defendants entities are intertwined exerting common economic control
over the employment relationships and considered joint employers as a single enterprise.

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

Facts and Theories

Defendants are a restaurant business that employs workers.

This letter encompasses violations for all of Defendants California nonexempt employees.

Plaintiff and other aggrieved employees were not provided with all proper 30 minute duty-free uninterrupted meal periods every five hours of their working shifts that they were entitled to when they worked over five and ten-hour shifts as the meal breaks were either interrupted, short, on-premises, late or not taken at all approximately 10 to 15 shifts per month for each aggrieved employee throughout their employment without being [paid all premium wages for the issues.

Furthermore, Plaintiff and other aggrieved employees were not provided with all proper 10 minute duty-free uninterrupted rest periods every four hours or major fraction thereof of their working shifts that they were entitled to when they worked over 3.5 hours as the rest periods were either interrupted, short, on-premises, late or not taken at all approximately 10 to 15 shifts per month for each aggrieved employee throughout their employment.

The Defendants violated California Labor Code sections 226.7, 512, and Wage Orders 5, Sections 7, 11 and 12 and any other applicable wage orders. Other similarly situated employees at the Defendants were under the same conditions as Plaintiff.

Furthermore, although Plaintiff worked primarily as a cashier, Plaintiff could have performed her work while being in a suitable seat during the time that she was ringing up customers, Defendants never provided Plaintiff or other similarly situated employees with any suitable seating.

Moreover, the Defendants failed to incorporate Plaintiff's premium wages and hours worth of work, actual name of the legal entity of the employer and applicable rates for all hours worked on their wage statements as required by California Labor Code section 226(a) 1-2, 4-5, 8 and 9. All other similarly situated employees were subjected to the same working conditions as Plaintiff, such as not being provided with their entitled meal breaks and rest breaks and recording their actual hours worked, net wages earned, gross wages earned, applicable hourly rates for all hours worked and actual hours worked or premium wages earned on their wage statements and actual name of the legal entity of the employer.

Moreover, Defendants required Plaintiff and similarly situated employees to purchase masks to protect from COVID-19 transmissions requiring them to wear these masks at work but failed to reimburse in violation of California Labor Code section 2802 and the applicable California Industrial Welfare Commission wage order(s).

By virtue of not authorizing or permitting Plaintiff and all other similarly situated employees to take their entitled meal breaks and rest breaks, failing to incorporate hours worked and wages earned on the itemized wage statements disclosing total hours worked, total gross wages earned, net wages earned, hours worked at the applicable hourly rate and deductions that should

have been taken out, failing to include the correct applicable rates, and failing to include the name and address of the legal entity or entities that employs Plaintiff and similarly situated employees, the Defendants are violating California Labor Code Sections 201, 202, 203, 204, 226(a) 1-2, 4-5, 8, 9, 226(a), 226.3, and 226.7, 512, 2802, and Wage Order 5, Sections 7, 11, 12 and 14.

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

An employer may not willfully fail to pay any wages owed to an employee who is either discharged or quits. If the employer does fail to pay its employees upon separation of employment, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefore is commenced; but the wages shall not continue for more than 30 days. (See Lab. Code §203) Here, Defendants did not compensate Plaintiff and do not compensate other similarly situated employees at the time of separation whom is either discharged or quits despite owing them wages for missed meal breaks or rest breaks.

Violation of California Labor Code § 226(a)

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

Violation of 226 (a)(1)

Section a (1) requires gross wages to be inserted on an employee’s paystubs. Plaintiff and other similarly situated employees’ paystubs did not accurately reflect their gross wages earned by virtue of excluding hours worked and wages earned because Plaintiff and other similarly situated employees worked during their entitled meal periods and rest periods but Defendants did not accurately depict compensation as it failed to disclose and compensate them for the extra hour worth of gross wages earned on their paystubs for failing to pay for all hours worked and provide the entitled meal breaks and rest breaks.

Violation of 226 (a)(2)

Section a (2) requires the total hours worked by the employee to be inserted on an employee’s paystubs. Plaintiff and other similarly situated employees’ paystubs did not accurately reflect their total hours worked by virtue of excluding hours worked because Plaintiff and other similarly situated employees worked during their entitled meal periods and rest periods but

Defendants did not accurately depict compensation as it failed to disclose and compensate them for the extra hour worth of gross wages earned on their paystubs for failing to pay for all hours worked and provide the entitled meal breaks and rest breaks.

Violation of 226 (a)(4)

Section a (4) requires all deductions out of the employees' wages to be inserted on an employee's paystubs. Plaintiff and other similarly situated employees' paystubs did not accurately reflect all deductions taken out of their paychecks by virtue of excluding hours worked and wages earned because Plaintiff and other similarly situated employees worked during their entitled meal periods and rest periods but Defendants did not accurately depict compensation as it failed to disclose and compensate them for the extra hour worth of gross wages earned on their paystubs for failing to pay for all hours worked and provide the entitled meal breaks and rest breaks.

Violation of 226 (a)(5)

Section a (5) requires net wages to be inserted on an employee's paystubs. Plaintiff and other similarly situated employees' paystubs did not accurately reflect their net wages earned by virtue of excluding hours worked and wages earned because Plaintiff and other similarly situated employees worked during their entitled meal periods and rest periods but Defendants did not accurately depict compensation as it failed to disclose and compensate them for the extra hour worth of gross wages earned on their paystubs for failing to pay for all hours worked and provide the entitled meal breaks and rest breaks.

Violation of 226 (a)(8)

Section a (8) requires the name and address of the legal entity that is the employer. Plaintiff and other similarly situated employees' paystubs did not reflect the name and address of the legal entity or legal entities that employed Plaintiff and similarly situated employees as there were several entities employing Plaintiff and only one undercapitalized entity was misidentified as the actual employer to avoid large judgments and liability exposure to its large workforce of employees. Instead, MCRU, Inc. was the only employer that was identified on the paystub despite their being multiple employers employing Plaintiff and similarly situated employees.

Violation of 226 (a)(9)

Section a (9) requires all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. Plaintiff and other similarly situated employees' paystubs did not reflect their applicable hourly rate because Defendants excluded hours worked and wages earned because Plaintiff and other similarly situated employees worked during their entitled meal periods and rest periods but Defendants did not accurately depict compensation as it failed to disclose and compensate them for the extra hour

worth of gross wages earned on their paystubs for failing to pay for all hours worked and provide the entitled meal breaks and rest breaks.

Violation of California Labor Code Sections 226.7, 512, 1198 and Wage Order 5, Sections 7, 11 12 and 14

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

Under Labor Code § 1198 an employer is required to comply with the standard conditions of labor required in the orders set by the Industrial Welfare Commission. Industrial Welfare Commission Order No. 5-2001 (hereinafter “Wage Order 5”) covering the “Housekeeping Industry” employees.

Under these circumstances, Plaintiff’ position at Defendants falls within Wage Order 5 as Defendants employed Plaintiff as a non-exempt employees classified as an employee in the “Housekeeping” industry. Thus, below all sections and subsections that pertain to California Wage Order 5 are applicable to Plaintiff and all similarly situated aggrieved employees within the “Housekeeping Industry” that were employed or remain employed by Defendants.

California Labor Code sections 226.7, 512 and Wage Order 5, Section 11, requires employers to provide employees with uninterrupted meal breaks for 30 minutes every 5 hours unless waived by mutual consent and the work shift is not above 6 hours. California Labor Code sections 226.7, 512 and Wage Order 5, Section 11 requires every employer to provide its employees with uninterrupted meal breaks for 30 minutes every 5 hours if the employee works more than a 6 hour shift. Plaintiff and other similarly situated employees regularly worked above five, six and ten hour shifts and were not provided meal breaks every five hours nor were they compensated premium wages for working through their meal breaks.

California Labor Code sections 226.7 and Wage Order 5, Section 12 states every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period. The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof. However, a rest period need not be authorized for employees whose total daily work time is less than three and one-half (3 1/2) hours. Authorized rest period time shall be counted as hours worked for which there shall be no deduction from wages. (B) If an employer fails to provide an employee a rest period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at the employee’s regular rate of compensation for each workday that the rest period is not provided.

Plaintiff and other similarly situated employees did not receive their entitled uninterrupted rest periods and meal breaks during their employment at Defendants while regularly working above 6 and 7.5 hour shifts.

Wage Order 5, Section -7- Records

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

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

As discussed above, Defendants failed to record “meal periods” as Plaintiff and other similarly situated employees were not provided with proper meal periods. Furthermore, Defendants failed to incorporate the extra hour’s worth of work when Plaintiff and other similarly situated employees worked through their entitled meal breaks and rest breaks without being paid premium wages. The extra hours worth of work at the applicable rate of pay and work were not disclosed on the itemized wage statements in violation of Wage Order 5, Section -7- Record.

Violation of California Labor Code Section 558

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

Violation of Wage Order 5, Section 14

As stated above, Wage Order 5, Section 14(a) and (b), required Defendants to provide Plaintiff and similarly situated employees with suitable seating. At no time did the Defendants provide suitable seating to all working employees although the nature of the work reasonably permitted use of seats. Furthermore, Defendants failed to provide Plaintiff and the similarly situated employees with suitable seating when they were not engaged in the active duties of their employment. Lastly, if the nature of the work required standing such as cashiering, The Defendants failed to place an adequate number of suitable seats in reasonable proximity to the work area and employees and permit the use of such seats when it did not interfere with the performance of their duties. Instead, Plaintiff and the similarly situated employees were required to stand and walk around at all times.

Moreover, Defendants required Plaintiff and similarly situated employees to purchase masks to protect from COVID-19 transmissions requiring them to wear these masks at work but

failed to reimburse in violation of California Labor Code section 2802 and the applicable California Industrial Welfare Commission wage order(s).

Conclusion

Pursuant to the above stated facts, it is Plaintiff' theory that Defendants are in violation of Labor Code Labor Violations of California Labor Code Sections 201, 202, 203, 204, 226(a) 1-2, 4-5, 8-9, 226.3, 226.7, 512, 558, 2802, and Wage Order 5, Sections 3, 7, 11, 12 and 14. It is Plaintiff contention that all similarly situated employees at Defendants are subjected to all of the above mentioned violations as Defendants employees.

Sincerely,
Jackson APC

/s/ Armond M. Jackson

Armond M. Jackson

EXHIBIT C

EXHIBIT D

INVOICE

Company Logo

Jackson APC,

BILL TO

Celia Martinez
867 W. 19th St., Apt. 36
Costa Mesa CA 92627

Invoice Number: 519
Invoice Date: 3/14/2023
Terms: 30

Due Date: **4/13/2023**
Amount Due: **\$12,465.10**
Invoice Start Date:
Invoice End Date:

TIME

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

EXPENSES

Date	Description	Code	Code 2	Qty	Price	Unit	Total
12/08/20	Mailed out: Request for Personnel File			1	0.65	1	0.65
01/15/21	mailed out Ltr of noncompliance			1	0.50	1	0.50
04/14/21	One Legal Invoice 13654947			1	14.75	1	14.75
05/21/21	LWDA Filing Fee			1	75.00	1	75.00
06/10/21	One Legal Invoice_13017008- Complex Filing Fee			1	1,449.25	1	1,449.25
07/01/21	Janney and Janney 4662322-02			1	45.00	1	45.00
07/01/21	Janney and Janney 4662322-06			1	45.00	1	45.00
07/01/21	Janney and Janney 4662322-05			1	45.00	1	45.00

07/01/21	Janney and Janney 4662322-06	1	45.00	1	45.00
07/01/21	Janney and Janney 4662322-01	1	45.00	1	45.00
07/09/21	Janney and Janney 4662322-04	1	45.00	1	45.00
11/24/21	One Legal Invoice_13357788	1	14.25	1	14.25
12/10/21	One Legal Invoice_13372021	1	14.25	1	14.25
12/10/21	CourtCallAppearanceInvoice _11402617_2021120314184 8_INVO	1	94.00	1	94.00
12/15/21	One Legal Invoice 13394726	1	14.25	1	14.25
02/10/22	One Legal Invoice 13509515	1	14.25	1	14.25
04/28/22	Berger Consulting Group 5951	1	150.00	1	150.00
05/16/22	One Legal Invoice 13722269	1	14.75	1	14.75
07/14/22	Berger Consulting Group 5862	1	2,150.00	1	2,150.00
07/29/22	One Legal Invoice 13886424	1	14.75	1	14.75
08/04/22	One Legal Invoice 13900203	1	76.75	1	76.75
11/21/22	One Legal Invoice 14148969	1	16.75	1	16.75
12/05/22	Orange County Civil Docs	1	7.50	1	7.50
12/08/22	One Legal Invoice 14185429	1	16.75	1	16.75
12/30/22	One Legal Invoice 14232896	1	14.75	1	14.75
03/07/23	Invoice Mediation Judge West (Ret.) Invoice Number 5987266	1	7,950.00	1	7,950.00
03/14/23	Motion filing Fee (Projected)	1	75.20	1	75.20
01/04/24	Claims administrative declaration filing fee (Projected)	1	16.75	1	16.75

\$12,465.10

FLAT FEE

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

Invoice Total:	\$12,465.10
Amount Paid:	(\$0.00)
Amount Due:	\$12,465.10

EXHIBIT E

INVOICE

Company Logo

Jackson APC,

BILL TO

Celia Martinez
867 W. 19th St., Apt. 36
Costa Mesa CA 92627

Invoice Number: 520
Invoice Date: 3/14/2023
Terms: 30

Due Date: **4/13/2023**
Amount Due: **\$312,941.50**
Invoice Start Date:
Invoice End Date:

TIME

Date	Description	Team Member	Code	Code 2	Rate	Hours	Total
12/03/20	Conducted client interview, researched claims, drafted and approved engagement letter.	Armond Jackson			640.00	2.70	1,728.00
01/25/21	Researched the adequacy of the plaintiff as a class representative.	Andrea Fernandez			515.00	3.10	1,596.50
01/27/21	Client called to let me know that she provided all of her documents. I updated pre-complaint excel-sheet,	Yesenia Villalba			145.00	0.30	43.50
01/29/21	Researched the adequacy of the plaintiff as a class representative.	Armond Jackson			640.00	2.60	1,664.00
02/02/21	Analyzed litigation plan matrix.	Armond Jackson			640.00	3.40	2,176.00
02/03/21	Continued analyzing and crafting litigation plan.	Armond Jackson			640.00	3.40	2,176.00
02/26/21	Draft outline for complaint.	Armond Jackson			640.00	1.30	832.00
03/02/21	Researched corporate entities and ownership	Armond Jackson			640.00	1.10	704.00

issues for Ruby Brothers
III.

03/02/21	Researched corporate entities and ownership issues for Ruby Brothers.	Armond Jackson	640.00	1.30	832.00
03/03/21	Researched corporate entities and ownership issues for MCRU.	Armond Jackson	640.00	1.40	896.00
03/03/21	Researched corporate entities and ownership issues for F. Ruby Partners.	Armond Jackson	640.00	1.20	768.00
03/03/21	Researched corporate entities and ownership issues for Ruby Corp.	Armond Jackson	640.00	1.30	832.00
03/03/21	Researched prior lawsuits and wage and hour litigation against Ruby Corp.	Armond Jackson	640.00	1.30	832.00
03/05/21	Researched prior lawsuits and wage and hour litigation against Ruby Brother III.	Armond Jackson	640.00	1.10	704.00
03/05/21	Researched prior lawsuits and wage and hour litigation against Ruby Brothers.	Armond Jackson	640.00	1.30	832.00
03/05/21	Researched prior lawsuits and wage and hour litigation against MCRU	Armond Jackson	640.00	1.10	704.00
03/08/21	Researched prior lawsuits and wage and hour litigation against F. Ruby Partners,	Armond Jackson	640.00	1.20	768.00
03/12/21	Reviewed and updated progression of litigation plan. Analyzed next steps in the litigation.	Armond Jackson	640.00	1.20	768.00
03/15/21	Reviewed and updated progression of litigation plan. Analyzed next steps in the litigation.	Armond Jackson	640.00	3.10	1,984.00
03/19/21	Drafted PAGA letter.	Armond Jackson	640.00	4.40	2,816.00
03/22/21	Client called wanting to know if there was	Yesenia Villalba	145.00	0.20	29.00

anything new going on
with her case.

04/09/21	Reviewed and updated progression of litigation plan. Analyzed next steps in the litigation.	Armond Jackson	640.00	2.90	1,856.00
05/11/21	Reviewed and updated progression of litigation plan. Analyzed next steps in the litigation.	Armond Jackson	640.00	3.20	2,048.00
05/21/21	Finalized PAGA Letter.	Armond Jackson	640.00	1.20	768.00
06/03/21	Finalized Complaint.	Armond Jackson	640.00	2.30	1,472.00
06/04/21	Reviewed email re: confirming efilng of court documents accepted by Court.	Armond Jackson	640.00	0.20	128.00
06/10/21	Reviewed invoice re: complaint filing.	Armond Jackson	640.00	0.20	128.00
06/21/21	Reviewed and updated progression of litigation plan. Analyzed next steps in the litigation.	Armond Jackson	640.00	3.10	1,984.00
06/23/21	Reviewed service against Ruby Brothers Too Order from third-party vendor.	Armond Jackson	640.00	0.20	128.00
06/23/21	Reviewed service against F. Ruby Partners, LLC Order from a third-party vendor.	Armond Jackson	640.00	0.20	128.00
06/23/21	Reviewed service against Ruby Brothers Order from a third-party vendor.	Armond Jackson	640.00	0.20	128.00
06/23/21	Reviewed service against MCRU, Inc. Order from a third-party vendor.	Armond Jackson	640.00	0.20	128.00
06/23/21	Reviewed service against Ruby Corp. Order from a third-party vendor.	Armond Jackson	640.00	0.20	128.00
06/23/21	Reviewed service against Ruby Brothers III Order from a third-party vendor.	Armond Jackson	640.00	0.20	128.00

07/01/21	Reviewed and processed proof of service on F. Ruby Partners, LLC.	Armond Jackson	640.00	0.20	128.00
07/01/21	Reviewed and processed proof of service on Ruby Brothers Too.	Armond Jackson	640.00	0.20	128.00
07/01/21	Reviewed and processed proof of service on Ruby Brothers.	Armond Jackson	640.00	0.20	128.00
07/01/21	Reviewed and processed proof of service on MCRU.	Armond Jackson	640.00	0.20	128.00
07/01/21	Reviewed and processed proof of service on Ruby Corp.	Armond Jackson	640.00	0.20	128.00
07/01/21	Reviewed and processed proof of service on Ruby Brothers III.	Armond Jackson	640.00	0.20	128.00
07/19/21	Reviewed and updated progression of litigation plan. Analyzed next steps in the litigation.	Armond Jackson	640.00	2.90	1,856.00
08/02/21	Researched commonality issues re: joint employers for multiple restaurant locations.	Andrea Fernandez	515.00	3.10	1,596.50
08/03/21	Researched commonality issues re: joint employers for multiple restaurant locations.	Andrea Fernandez	515.00	3.40	1,751.00
08/04/21	Reviewed minute order re: case.	Armond Jackson	640.00	0.20	128.00
08/05/21	Researched commonality issues re: joint employers for multiple restaurant locations.	Andrea Fernandez	515.00	4.10	2,111.50
08/16/21	Developed litigation plan and discovery protocols.	Armond Jackson	640.00	3.10	1,984.00
08/16/21	Researched commonality issues re: joint employers for multiple restaurant locations.	Armond Jackson	640.00	4.00	2,560.00
08/17/21	Formatted First Salvo	Yesenia Villalba	145.00	0.80	116.00

08/18/21	Researched commonality issues re: restaurant industry employees re: rest break claims.	Andrea Fernandez	515.00	3.90	2,008.50
08/19/21	Revised and finalized first salvo.	Yesenia Villalba	145.00	0.50	72.50
08/19/21	PDF; final review, email serve and calendar First Salvos.	Yesenia Villalba	145.00	0.60	87.00
08/20/21	Drafted PMK Deposition Notice for Ruby Corp.	Armond Jackson	640.00	2.30	1,472.00
08/20/21	Drafted PMK Depo Notice for Ruby Brothers III.	Armond Jackson	640.00	1.10	704.00
08/23/21	Drafted PMK Depo Notice for MCRU.	Armond Jackson	640.00	1.90	1,216.00
08/23/21	Drafted PMK Depo Notice for F. Ruby Partners.	Armond Jackson	640.00	1.80	1,152.00
08/23/21	Reviewed and updated progression of litigation plan. Analyzed next steps in the litigation.	Armond Jackson	640.00	3.10	1,984.00
08/24/21	Reviewed and researched issues in relation to Defendant's meet and confer letter.	Armond Jackson	640.00	1.30	832.00
08/24/21	Reviewed email re: meet and confer letter.	Armond Jackson	640.00	0.20	128.00
08/24/21	Reviewed email attaching joint status report.	Armond Jackson	640.00	0.20	128.00
08/24/21	Reviewed, researched issues and revised joint status report.	Armond Jackson	640.00	0.90	576.00
08/24/21	Researched manageability issues on certification re: meal break claims for restaurant industry employees.	Andrea Fernandez	515.00	3.40	1,751.00
08/25/21	Drafted PMK Depo Notice for Ruby Brothers Too.	Armond Jackson	640.00	1.90	1,216.00

08/26/21	Researched manageability issues on certification re: rest break claims for restaurant industry employees.	Andrea Fernandez	515.00	4.10	2,111.50
08/30/21	Reviewed email re: joint status report.	Armond Jackson	640.00	0.20	128.00
08/30/21	Reviewed email from counsel re: joint status report.	Armond Jackson	640.00	0.20	128.00
08/31/21	Spoke to oc re: discovery issues. Researched issues contemplated during the teleconference.	Armond Jackson	640.00	0.50	320.00
08/31/21	Reviewed email memorializing telephonic discussion re: discovery issues.	Armond Jackson	640.00	0.20	128.00
08/31/21	Drafted email instructing staff re: service updates.	Armond Jackson	640.00	0.20	128.00
08/31/21	Reviewed email from oc re: joint statement.	Armond Jackson	640.00	0.20	128.00
08/31/21	Revised joint statement.	Armond Jackson	640.00	0.50	320.00
08/31/21	Revised joint report.	Armond Jackson	640.00	0.50	320.00
09/01/21	Reviewed email re: status of the joint statement on internal project management system.	Armond Jackson	640.00	0.20	128.00
09/01/21	Reviewed Answer to Complaint.	Armond Jackson	640.00	1.40	896.00
09/01/21	Reviewed finalized joint status report.	Armond Jackson	640.00	0.20	128.00
09/01/21	Researched manageability issues on PAGA claims re: meal breaks, rest breaks and derivative claims for restaurant industry employees.	Andrea Fernandez	515.00	5.20	2,678.00
09/06/21	Researched prior discovery orders in Orange County re: discovery for meal break	Andrea Fernandez	515.00	2.30	1,184.50

claims.

09/07/21	Researched prior discovery orders in Orange County re: discovery for rest break claims.	Andrea Fernandez	515.00	3.10	1,596.50
09/08/21	Researched prior discovery orders in Orange County re: discovery for wage statement claims based upon meal or rest break violations.	Andrea Fernandez	515.00	2.70	1,390.50
09/10/21	Reviewed email re: status of the joint statement on internal project management system.	Armond Jackson	640.00	0.20	128.00
09/10/21	Researched prior discovery orders in Orange County re: discovery for 203 claims.	Andrea Fernandez	515.00	3.10	1,596.50
09/10/21	Researched prior certification orders in Orange County re: meal break claims.	Armond Jackson	640.00	3.20	2,048.00
09/10/21	Reviewed and updated progression of litigation plan. Analyzed next steps in the litigation.	Armond Jackson	640.00	3.10	1,984.00
09/21/21	edit amended complaint, draft stipulation and communicate with OC regarding stipulation	Andrea Fernandez	515.00	0.80	412.00
09/21/21	draft joint status conference statement	Andrea Fernandez	515.00	1.00	515.00
09/24/21	Researched prior certification orders in Orange County re: wage statement claims.	Andrea Fernandez	515.00	3.10	1,596.50
09/27/21	Researched prior certification orders in Orange County re: 203 claims.	Andrea Fernandez	515.00	3.10	1,596.50
09/28/21	Sent email re: amended complaint w/ PAGA claims.	Armond Jackson	640.00	0.20	128.00

09/29/21	Read email re: response to discovery responses.	Armond Jackson	640.00	0.20	128.00
09/29/21	Read email re: amending complaint from oc.	Armond Jackson	640.00	0.20	128.00
10/04/21	Developed certification matrix analysis.	Armond Jackson	640.00	5.10	3,264.00
10/05/21	Reviewed SI discovery responses from E. Ruby Partners, LLC.	Armond Jackson	640.00	0.20	128.00
10/05/21	Reviewed RFP discovery responses from E. Ruby Partners, LLC.	Armond Jackson	640.00	0.20	128.00
10/05/21	Reviewed RFP discovery responses from MCRU.	Armond Jackson	640.00	0.20	128.00
10/05/21	Reviewed SI discovery responses from MCRU.	Armond Jackson	640.00	0.20	128.00
10/05/21	Reviewed RFP discovery responses from MCRU.	Armond Jackson	640.00	0.20	128.00
10/05/21	Reviewed SI discovery responses from Ruby Brothers III.	Armond Jackson	640.00	0.20	128.00
10/05/21	Reviewed RFP discovery responses from Ruby Brothers III.	Armond Jackson	640.00	0.20	128.00
10/05/21	Reviewed RFP discovery responses from Ruby Brothers III.	Armond Jackson	640.00	0.20	128.00
10/05/21	Reviewed RFP discovery responses from Ruby Brothers.	Armond Jackson	640.00	0.20	128.00
10/05/21	Reviewed SI discovery responses from Ruby Brothers.	Armond Jackson	640.00	0.20	128.00
10/05/21	Reviewed RFP discovery responses from Ruby Brothers Too.	Armond Jackson	640.00	0.20	128.00
10/05/21	Reviewed SI discovery responses from Ruby Brothers Too.	Armond Jackson	640.00	0.20	128.00
10/05/21	Reviewed RFP discovery responses from Ruby Corp.	Armond Jackson	640.00	0.20	128.00

10/05/21	Reviewed SI discovery responses from Ruby Corp.	Armond Jackson	640.00	0.20	128.00
10/05/21	Sent email to staff re: receipt of discovery responses.	Armond Jackson	640.00	0.20	128.00
10/05/21	Reviewed and updated progression of litigation plan. Analyzed next steps in the litigation.	Armond Jackson	640.00	2.60	1,664.00
10/11/21	Reviewed employee handbook of E. Ruby Partners, LLC.	Armond Jackson	640.00	2.90	1,856.00
10/11/21	Continued certification matrix analysis.	Armond Jackson	640.00	4.10	2,624.00
10/14/21	Reviewed employee handbook of MCRU.	Armond Jackson	640.00	1.90	1,216.00
10/18/21	Reviewed employee handbook of Ruby Corp.	Armond Jackson	640.00	2.10	1,344.00
10/18/21	Reviewed employee handbook of Ruby Brothers.	Armond Jackson	640.00	2.30	1,472.00
10/22/21	Reviewed employee handbook of Ruby Brothers III.	Armond Jackson	640.00	2.40	1,536.00
10/25/21	Reviewed the employee handbook of Ruby Brothers Too.	Armond Jackson	640.00	2.90	1,856.00
11/04/21	Revised and reviewed meet and confer letter re: discovery.	Armond Jackson	640.00	0.60	384.00
11/05/21	Reviewed and updated progression of litigation plan. Analyzed next steps in the litigation.	Armond Jackson	640.00	2.90	1,856.00
11/11/21	Finalized amended complaint.	Armond Jackson	640.00	1.10	704.00
11/11/21	Sent email attaching amended complaint.	Armond Jackson	640.00	0.20	128.00
11/18/21	correspodence regarding mediation	Andrea Fernandez	515.00	0.40	206.00
11/18/21	correspodence regarding mediation	Andrea Fernandez	515.00	0.40	206.00

11/19/21	Read email re: case status.	Armond Jackson	640.00	0.30	192.00
11/29/21	Met and conferred re: Informal Discovery Request/	Armond Jackson	640.00	0.40	256.00
11/29/21	Contemplated outline for informal discovery, researched legal issues and certification issues, organized request and drafted request re: informal discovery.	Armond Jackson	640.00	3.40	2,176.00
11/29/21	Drafted motion to compel RFP discovery responses to F Ruby Partners.	Armond Jackson	640.00	2.30	1,472.00
11/29/21	Drafted motion to compel SI discovery responses to F Ruby Partners.	Armond Jackson	640.00	2.70	1,728.00
11/29/21	Drafted contemplated motion to compel RFP discovery responses to MCRU.	Armond Jackson	640.00	2.10	1,344.00
11/30/21	Drafted contemplated motion to compel SI discovery responses to MCRU.	Armond Jackson	640.00	1.90	1,216.00
11/30/21	Drafted contemplated motion to compel RFP discovery responses to Ruby Brothers.	Armond Jackson	640.00	2.20	1,408.00
11/30/21	Drafted contemplated motion to compel RFP discovery responses to Ruby Brothers.	Armond Jackson	640.00	1.90	1,216.00
12/01/21	Reviewed Docusign agreement document re: mediation.	Armond Jackson	640.00	0.40	256.00
12/01/21	Reviewed email re: DocuSign email completing the documents.	Armond Jackson	640.00	0.30	192.00
12/01/21	Drafted contemplated motion to compel RFP discovery responses to Ruby Brothers III.	Armond Jackson	640.00	2.10	1,344.00

12/01/21	Drafted contemplated motion to compel SI discovery responses to Ruby Brothers III.	Armond Jackson	640.00	1.90	1,216.00
12/02/21	Reviewed email re: joint statement.	Armond Jackson	640.00	0.20	128.00
12/02/21	Reviewed email from opposing counsel re: joint statement.	Armond Jackson	640.00	0.20	128.00
12/02/21	Reviewed email attaching the joint report.	Armond Jackson	640.00	0.20	128.00
12/02/21	Reviewed and revised the joint report.	Armond Jackson	640.00	0.30	192.00
12/02/21	Reviewed email re; drafting of the joint report.	Armond Jackson	640.00	0.20	128.00
12/02/21	Reviewed response from OC re: informal discovery and outline.	Armond Jackson	640.00	0.70	448.00
12/02/21	Drafted contemplated motion to compel RFP discovery responses to Ruby Brothers Too.	Armond Jackson	640.00	2.30	1,472.00
12/02/21	Drafted contemplated motion to compel SI discovery responses to Ruby Brothers Too.	Armond Jackson	640.00	2.30	1,472.00
12/03/21	Reviewed email re: status report.	Armond Jackson	640.00	0.20	128.00
12/03/21	Reviewed email confirming acceptance of the filed joint statement.	Armond Jackson	640.00	0.20	128.00
12/03/21	Drafted contemplated motion to compel RFP discovery responses to Ruby Corp.	Armond Jackson	640.00	2.30	1,472.00
12/03/21	Drafted contemplated motion to compel SI discovery responses to Ruby Corp.	Armond Jackson	640.00	2.30	1,472.00
12/06/21	Reviewed minute order:	Armond Jackson	640.00	0.20	128.00
12/08/21	Reviewed docket re: upcoming status	Armond Jackson	640.00	0.20	128.00

conference.

12/08/21	Sent email to NG re: status conference.	Armond Jackson	640.00	0.20	128.00
12/08/21	Read email from NG re: status conference.	Armond Jackson	640.00	0.20	128.00
12/08/21	Reviewed Court call confirmation re: hearing.	Armond Jackson	640.00	0.20	128.00
12/08/21	Reviewed court call service order re: hearing.	Armond Jackson	640.00	0.20	128.00
12/13/21	request informal exchange	Andrea Fernandez	515.00	1.00	515.00
12/14/21	Reviewed email attaching first amended complaint.	Armond Jackson	640.00	0.20	128.00
12/15/21	Reviewed email accepting court filing.	Armond Jackson	640.00	0.20	128.00
12/16/21	Received email from JAMS re: mediation.	Armond Jackson	640.00	0.20	128.00
12/16/21	Read notice of mediation document produced by JAMS.	Armond Jackson	640.00	0.20	128.00
12/17/21	Read receipt of invoice re: submission of court document.	Armond Jackson	640.00	0.20	128.00
12/17/21	Read deposit request re: mediation.	Armond Jackson	640.00	0.30	192.00
12/17/21	Read email from AF re: deposit request.	Armond Jackson	640.00	0.20	128.00
12/17/21	Reviewed and updated progression of litigation plan. Analyzed next steps in the litigation.	Armond Jackson	640.00	2.40	1,536.00
12/21/21	Reviewed email re: joint statement submission.	Armond Jackson	640.00	0.20	128.00
01/04/22	Reviewed and updated progression of litigation plan. Analyzed next steps in the litigation.	Armond Jackson	640.00	2.30	1,472.00
01/05/22	Read email from oc re: informal discovery request.	Armond Jackson	640.00	0.30	192.00

01/06/22	Met and conferred w/ AF re: data analysis.	Armond Jackson	640.00	0.20	128.00
01/06/22	Read email from AF re: informal production.	Armond Jackson	640.00	0.20	128.00
01/06/22	Read email from AF counsel re: informal discovery request.	Armond Jackson	640.00	0.20	128.00
01/12/22	Read email attaching Defendants' Answer to FAC.	Armond Jackson	640.00	0.20	128.00
01/12/22	Read and analyzed Defendants' Answer to FAC.	Armond Jackson	640.00	0.90	576.00
01/12/22	Contemplated demurrer to FAC.	Armond Jackson	640.00	0.70	448.00
02/08/22	Updated Joint Statement	Yesenia Villalba	145.00	0.20	29.00
02/09/22	Read email from AF re: joint statement.	Armond Jackson	640.00	0.20	128.00
02/09/22	Read email from opposing counsel re: filing.	Armond Jackson	640.00	0.20	128.00
02/10/22	Read email from NG re: filing of Joint Statement.	Armond Jackson	640.00	0.20	128.00
02/10/22	Read email confirming invoice and amount.	Armond Jackson	640.00	0.20	128.00
02/11/22	Reviewed receipt re: ACH deposit.	Armond Jackson	640.00	0.20	128.00
02/14/22	Received and read minute order.	Armond Jackson	640.00	0.20	128.00
02/14/22	Reviewed and updated progression of litigation plan. Analyzed next steps in the litigation.	Armond Jackson	640.00	2.90	1,856.00
02/15/22	Read email notification re: status conference.	Armond Jackson	640.00	0.20	128.00
02/15/22	Read email re: notification of status conference.	Armond Jackson	640.00	0.20	128.00
02/15/22	Read email notification re: court call confirmation.	Armond Jackson	640.00	0.20	128.00

02/15/22	Read remote appearance re: court call confirmation.	Armond Jackson	640.00	0.20	128.00
02/15/22	Read email re: court call confirmation.	Armond Jackson	640.00	0.20	128.00
02/15/22	Sent email to NG re: change to email to oc.	Armond Jackson	640.00	0.20	128.00
02/15/22	Read email re: NG's response to email from opposing counsel.	Armond Jackson	640.00	0.20	128.00
02/15/22	Responded to email from NG re: email to oc.	Armond Jackson	640.00	0.20	128.00
02/15/22	Reviewed email from oc re: joint statement.	Armond Jackson	640.00	0.20	128.00
03/15/22	Reviewed email instructions.	Armond Jackson	640.00	0.20	128.00
03/16/22	Read email from AF re: status on informal discovery.	Armond Jackson	640.00	0.30	192.00
03/18/22	Read email from oc re: letter requesting documents.	Armond Jackson	640.00	0.20	128.00
03/21/22	Reviewed and analyzed letter outline informal discovery production.	Armond Jackson	640.00	1.50	960.00
03/21/22	Read email attaching letter re: informal discovery.	Armond Jackson	640.00	0.20	128.00
03/21/22	Reviewed email and dropbox link to download documents being produced.	Armond Jackson	640.00	0.20	128.00
03/22/22	Reviewed document production bates stamped as RUBY2-95.	Armond Jackson	640.00	2.80	1,792.00
03/22/22	Reviewed document production bates stamped as RUBY96-185.	Armond Jackson	640.00	2.30	1,472.00
03/22/22	Reviewed document production bates stamped as RUBY221-265.	Armond Jackson	640.00	1.60	1,024.00

03/23/22	Reviewed document production bates stamped as RUB186-220.	Armond Jackson	640.00	2.30	1,472.00
03/23/22	Reviewed document production bates stamped as RUBY266-345.	Armond Jackson	640.00	2.90	1,856.00
03/23/22	Reviewed document production bates stamped as RUBY346-405.	Armond Jackson	640.00	1.30	832.00
03/23/22	Reviewed document production bates stamped as RUBY402-505.	Armond Jackson	640.00	2.70	1,728.00
03/24/22	Reviewed document production bates stamped as RUBY506-615.	Armond Jackson	640.00	3.10	1,984.00
03/24/22	Reviewed document production bates stamped as RUBY616-710.	Armond Jackson	640.00	3.20	2,048.00
03/24/22	Reviewed document production bates stamped as RUBY1131-1240.	Armond Jackson	640.00	2.40	1,536.00
03/25/22	Responded to email from case administrator re: upcoming mediation.	Armond Jackson	640.00	0.20	128.00
03/25/22	Developed data rubric, outline and request for expert analysis.	Armond Jackson	640.00	4.90	3,136.00
03/25/22	Reviewed document production bates stamped as RUBY711-810.	Armond Jackson	640.00	2.80	1,792.00
03/25/22	Reviewed document production bates stamped as RUBY811-1025.	Armond Jackson	640.00	3.10	1,984.00
03/25/22	Reviewed document production bates stamped as RUBY1241-1350.	Armond Jackson	640.00	2.20	1,408.00
03/27/22	Complied and sent email to expert request analysis	Armond Jackson	640.00	0.40	256.00

attaching timesheets
and complaint.

03/28/22	Reviewed email from expert re: request for analysis.	Armond Jackson	640.00	0.20	128.00
03/28/22	Responded to email re: expert analysis.	Armond Jackson	640.00	0.20	128.00
03/28/22	Reviewed document production bates stamped as RUBY1026-1130.	Armond Jackson	640.00	2.10	1,344.00
03/29/22	Reviewed email from expert re: data files.	Armond Jackson	640.00	0.20	128.00
03/29/22	Verified email from expert confirming files sent.	Armond Jackson	640.00	1.10	704.00
03/29/22	Complied additional data and sent to expert via email.	Armond Jackson	640.00	0.40	256.00
03/29/22	Reviewed, organized and reviewed excel time sheets.	Armond Jackson	640.00	3.10	1,984.00
03/30/22	Reviewed document production bates stamped as RUBY1351-1440.	Armond Jackson	640.00	2.60	1,664.00
03/30/22	Reviewed document production bates stamped as RUBY1441-1565.	Armond Jackson	640.00	2.40	1,536.00
03/31/22	Reviewed email re: case administrator re: mediation.	Armond Jackson	640.00	0.20	128.00
03/31/22	Reviewed document production bates stamped as RUBY1566-1675.	Armond Jackson	640.00	2.60	1,664.00
03/31/22	Reviewed document production bates stamped as RUBY1676-1780.	Armond Jackson	640.00	2.60	1,664.00
03/31/22	Reviewed, organized and reviewed excel time sheets.	Armond Jackson	640.00	3.10	1,984.00

04/01/22	Reviewed document production bates stamped as RUBY1781-1865.	Armond Jackson	640.00	2.30	1,472.00
04/01/22	Reviewed document production bates stamped as RUBY1866-1980.	Armond Jackson	640.00	2.60	1,664.00
04/01/22	Drafted mediation brief outline.	Armond Jackson	640.00	3.10	1,984.00
04/02/22	Reviewed document production, excel sheet time records, patterns in timekeeping data and drafted data rubric outline for expert analysis.	Armond Jackson	640.00	5.30	3,392.00
04/04/22	Reviewed email re: deposit request.	Armond Jackson	640.00	0.20	128.00
04/04/22	Reviewed email re: deposit request from JAMS.	Armond Jackson	640.00	0.20	128.00
04/04/22	Reviewed email from YV re: transmission of payment to mediator's office.	Armond Jackson	640.00	0.20	128.00
04/04/22	Reviewed email from the mediator's office re: upcoming mediation.	Armond Jackson	640.00	0.20	128.00
04/04/22	Reviewed document production bates stamped as RUBY1981-2205.	Armond Jackson	640.00	4.80	3,072.00
04/04/22	Reviewed document production bates stamped as RUBY2206-2465.	Armond Jackson	640.00	5.30	3,392.00
04/05/22	Read email from expert attaching the expert analysis.	Armond Jackson	640.00	0.30	192.00
04/05/22	Read, analyzed and contemplated expert analysis.	Armond Jackson	640.00	2.10	1,344.00
04/05/22	Reviewed document production bates stamped as RUBY2466-2580.	Armond Jackson	640.00	2.30	1,472.00

04/06/22	Reviewed email notification re: filing of the joint statement.	Armond Jackson	640.00	0.20	128.00
04/06/22	Reviewed document production bates stamped as RUBY2581-2700.	Armond Jackson	640.00	2.80	1,792.00
04/06/22	Continued drafting mediation brief.	Armond Jackson	640.00	5.20	3,328.00
04/07/22	Reviewed document production bates stamped as RUBY2701-2850.	Armond Jackson	640.00	2.70	1,728.00
04/08/22	Reviewed document production bates stamped as RUBY2851-3010.	Armond Jackson	640.00	3.20	2,048.00
04/11/22	Reviewed email from mediator's office re: mediation participants.	Armond Jackson	640.00	0.20	128.00
04/11/22	Read email response from mediator's office.	Armond Jackson	640.00	0.20	128.00
04/11/22	Reviewed document production bates stamped as RUBY3011-3150.	Armond Jackson	640.00	2.70	1,728.00
04/11/22	Reviewed document production bates stamped as RUBY3151-3280.	Armond Jackson	640.00	2.80	1,792.00
04/12/22	Reviewed email from oc re: mediation brief.	Armond Jackson	640.00	0.20	128.00
04/12/22	Reviewed document production bates stamped as RUBY3281-3382.	Armond Jackson	640.00	2.80	1,792.00
04/12/22	Continued drafting mediation brief.	Armond Jackson	640.00	4.50	2,880.00
04/13/22	Read, analyzed and reviewed the defendant's mediation brief.	Armond Jackson	640.00	4.30	2,752.00
04/13/22	Sent email to oc attaching letter re: class statistics.	Armond Jackson	640.00	0.20	128.00

04/13/22	Read email from oc re: confirmed mediation.	Armond Jackson	640.00	0.20	128.00
04/13/22	Responded to NG re: confirmed mediation.	Armond Jackson	640.00	0.20	128.00
04/13/22	Reviewed email re: mediation Zoom link.	Armond Jackson	640.00	0.20	128.00
04/13/22	Responded to email from NG re: mediation Zoom link.	Armond Jackson	640.00	0.20	128.00
04/13/22	Reviewed document production bates stamped as RUBY3383-3495.	Armond Jackson	640.00	3.10	1,984.00
04/13/22	Reviewed document production bates stamped as RUBY3496-3600.	Armond Jackson	640.00	3.10	1,984.00
04/13/22	Researched citation cited in defendant's mediation brief.	Armond Jackson	640.00	4.80	3,072.00
04/14/22	Read, researched, analyzed and reviewed the exhibits attached to the defendant's mediation brief.	Armond Jackson	640.00	2.10	1,344.00
04/14/22	Sent email to expert re: updated data analysis.	Armond Jackson	640.00	0.20	128.00
04/14/22	Read, analyzed, and reviewed the updated data analysis from the expert.	Armond Jackson	640.00	2.10	1,344.00
04/14/22	Sent follow-up email to expert re: expert report.	Armond Jackson	640.00	0.20	128.00
04/14/22	Read email confirmation re: court acceptance of joint statement.	Armond Jackson	640.00	0.20	128.00
04/14/22	Reviewed document production bates stamped as RUBY3601-3720.	Armond Jackson	640.00	3.10	1,984.00
04/14/22	Reviewed document production bates stamped as RUBY3721-3825.	Armond Jackson	640.00	3.10	1,984.00

04/14/22	Reviewed document production bates stamped as RUBY3826-3950.	Armond Jackson	640.00	3.10	1,984.00
04/14/22	Researched citations and exhibits cited in defendant's mediation brief and analyzed arguments.	Andrea Fernandez	515.00	6.10	3,141.50
04/16/22	Reviewed document production bates stamped as RUBY3951-4150.	Armond Jackson	640.00	2.90	1,856.00
04/16/22	Reviewed document production bates stamped as RUBY4151-4350.	Armond Jackson	640.00	2.90	1,856.00
04/17/22	Reviewed document production bates stamped as RUBY4351-4450.	Armond Jackson	640.00	2.90	1,856.00
04/17/22	Reviewed document production bates stamped as RUBY4451-4605.	Armond Jackson	640.00	2.90	1,856.00
04/18/22	Prepared for and participated in mediation.	Armond Jackson	640.00	9.00	5,760.00
04/18/22	Prepared for and participated in mediation.	Andrea Fernandez	515.00	8.00	4,120.00
04/18/22	Read email re: final instructions for mediation.	Armond Jackson	640.00	0.30	192.00
04/18/22	Read email response re: mediation question.	Armond Jackson	640.00	0.20	128.00
04/18/22	Responded to YV re: settlement issues.	Armond Jackson	640.00	0.20	128.00
04/18/22	Read and analyzed mediator's proposal.	Armond Jackson	640.00	1.60	1,024.00
04/18/22	Read, reviewed and revised MOU.	Armond Jackson	640.00	0.40	256.00
04/18/22	Read email responding to MOU email.	Armond Jackson	640.00	0.20	128.00

04/18/22	Read revised MOU revisions.	Armond Jackson	640.00	0.30	192.00
04/18/22	Sent email attaching revised MOU to opposing counsel.	Armond Jackson	640.00	0.20	128.00
04/18/22	Sent email to YV re: client signature on MOU.	Armond Jackson	640.00	0.20	128.00
04/18/22	Read email response from YV.	Armond Jackson	640.00	0.20	128.00
04/18/22	Read email attaching signed MOU.	Armond Jackson	640.00	0.20	128.00
04/18/22	Sent email to YV re: MOU.	Armond Jackson	640.00	0.20	128.00
04/18/22	Read email attaching MOU.	Armond Jackson	640.00	0.20	128.00
04/19/22	Read email attaching executed MOU.	Armond Jackson	640.00	0.20	128.00
04/19/22	Reviewed email from JAMS re: mediation.	Armond Jackson	640.00	0.20	128.00
05/03/22	Review client folder, MOU, drafted long form settlement agreement	Anthony Filer	250.00	0.90	225.00
05/03/22	Reviewed, revised, and analyzed long-form settlement agreement.	Armond Jackson	640.00	2.60	1,664.00
05/03/22	Read email from AF re: settlement agreements.	Armond Jackson	640.00	0.20	128.00
05/04/22	Reviewed notification re: filing of the joint statement.	Armond Jackson	640.00	0.20	128.00
05/05/22	Complete initial draft of settlement agreement	Anthony Filer	250.00	1.40	350.00
05/06/22	Reviewed notification re: filing of the joint statement.	Armond Jackson	640.00	0.30	192.00
05/06/22	Reviewed notification re: filing of the joint statement.	Armond Jackson	640.00	0.20	128.00
05/06/22	Reviewed revised settlement agreement.	Armond Jackson	640.00	1.20	768.00

05/10/22	Drafted Joint Statement; it is ready for review.	Yesenia Villalba	145.00	0.50	72.50
05/10/22	Reviewed notification re: filing of the joint statement.	Armond Jackson	640.00	0.20	128.00
05/13/22	Reviewed notification re: status conference.	Armond Jackson	640.00	0.20	128.00
05/13/22	Reviewed the email re: joint statement.	Armond Jackson	640.00	0.20	128.00
05/13/22	Reviewed email re: acceptance of court filing.	Armond Jackson	640.00	0.20	128.00
05/16/22	Reviewed minute order.	Armond Jackson	640.00	0.20	128.00
05/16/22	Reviewed email notification re: August 5, 2022 status conference.	Armond Jackson	640.00	0.20	128.00
05/16/22	Reviewed email re: status conference.	Armond Jackson	640.00	0.20	128.00
05/16/22	Reviewed project management joint status report.	Armond Jackson	640.00	0.20	128.00
05/16/22	Sent email re: revised settlement agreements.	Armond Jackson	640.00	0.20	128.00
05/16/22	Sent and organized email and attached settlement agreement, class notice etc..	Armond Jackson	640.00	0.40	256.00
05/17/22	Reviewed email from YV re: client inquiry.	Armond Jackson	640.00	0.20	128.00
05/17/22	Sent email re: client inquiry.	Armond Jackson	640.00	0.20	128.00
05/17/22	Read response from YV.	Armond Jackson	640.00	0.20	128.00
05/19/22	Prep for status conference	Anthony Filer	250.00	0.20	50.00
05/31/22	Sent email to opposing counsels re: settlement agreements.	Armond Jackson	640.00	0.20	128.00
06/17/22	Read email re: settlement agreement.	Armond Jackson	640.00	0.20	128.00

06/20/22	Reviewed and revised settlement agreement.	Armond Jackson	640.00	0.80	512.00
06/21/22	Reviewed settlement agreement.	Armond Jackson	640.00	2.50	1,600.00
06/21/22	Read email from opposing counsel re: settlement agreements.	Armond Jackson	640.00	0.20	128.00
06/22/22	Read email re: opposing counsel re: settlement agreements.	Armond Jackson	640.00	0.20	128.00
06/23/22	Reviewed settlement agreement revision and proposed additional revisions.	Armond Jackson	640.00	2.20	1,408.00
06/23/22	Met and conferred w/ YV re: settlement.	Armond Jackson	640.00	0.20	128.00
06/23/22	Met and conferred w/ YV re: settlement questions.	Armond Jackson	640.00	0.20	128.00
06/23/22	Responded to email from YV re: client correspondence.	Armond Jackson	640.00	0.20	128.00
06/23/22	Sent client question re: settlement.	Armond Jackson	640.00	0.20	128.00
06/23/22	Read the response from YV re: inquiry.	Armond Jackson	640.00	0.20	128.00
06/23/22	Read email response from YV re: client inquiry.	Armond Jackson	640.00	0.20	128.00
06/23/22	Read email re: settlement agreement.	Armond Jackson	640.00	0.20	128.00
07/06/22	Read email re: settlement agreement.	Armond Jackson	640.00	0.20	128.00
07/06/22	Read email re: response from opposing counsel.	Armond Jackson	640.00	0.20	128.00
07/06/22	Sent email re: administration quotes for purposes of settlement.	Armond Jackson	640.00	0.20	128.00
07/07/22	Read the email from MO re: administration quotes.	Armond Jackson	640.00	0.20	128.00
07/07/22	Responded to email re: administration quote.	Armond Jackson	640.00	0.20	128.00

07/11/22	Revised settlement agreement and forwarded to opposing counsel.	Armond Jackson	640.00	0.40	256.00
07/11/22	Reviewed quote from an administrator.	Armond Jackson	640.00	0.20	128.00
07/11/22	Reviewed quote from an administrator.	Armond Jackson	640.00	0.20	128.00
07/11/22	Reviewed quote from an administrator.	Armond Jackson	640.00	0.20	128.00
07/11/22	Sent email re: admin quotes obtained to counsel.	Armond Jackson	640.00	0.20	128.00
07/12/22	Read email from YV re: client inquiry.	Armond Jackson	640.00	0.20	128.00
07/12/22	Sent email to YV re: client inquiry.	Armond Jackson	640.00	0.20	128.00
07/12/22	Sent finalized settlement agreement to counsel.	Armond Jackson	640.00	0.20	128.00
07/12/22	Read email from opposing counsel re: the settlement agreement.	Armond Jackson	640.00	0.20	128.00
07/12/22	Reviewed executed settlement agreement.	Armond Jackson	640.00	0.20	128.00
07/13/22	Spoke to client re: settlement agreement.	Armond Jackson	640.00	0.50	320.00
07/20/22	Updated Joint Statement	Yesenia Villalba	145.00	0.50	72.50
07/20/22	Read and reviewed email notifications from counsel.	Armond Jackson	640.00	0.20	128.00
07/22/22	Read and reviewed joint status notifications.	Armond Jackson	640.00	0.20	128.00
07/22/22	Sent email to counsel re: execution of settlement agreements.	Armond Jackson	640.00	0.20	128.00
07/22/22	Sent email to counsel re: following up on settlement agreement.	Armond Jackson	640.00	0.20	128.00
07/22/22	Responded to email from client re: settlement agreement.	Armond Jackson	640.00	0.20	128.00

07/25/22	Review joint statement	Anthony Filer	250.00	0.60	150.00
07/25/22	Reviewed joint statement.	Armond Jackson	640.00	0.10	64.00
07/25/22	Reviewed settlement agreement and responded to opposing counsel	Armond Jackson	640.00	0.20	128.00
07/25/22	Read the Joint Statement notification.	Armond Jackson	640.00	0.20	128.00
07/25/22	Read and reviewed the joint statement.	Armond Jackson	640.00	0.20	128.00
07/25/22	Read email re: joint status report.	Armond Jackson	640.00	0.20	128.00
07/25/22	Responded to email re: joint statement.	Armond Jackson	640.00	0.40	256.00
07/25/22	Read and reviewed email re: fully executed agreement.	Armond Jackson	640.00	0.20	128.00
07/25/22	Responded to email re: counsel re: confirming executed settlement agreements.	Armond Jackson	640.00	0.20	128.00
07/26/22	Read notification re: joint statement report.	Armond Jackson	640.00	0.20	128.00
07/29/22	Read email notification re: joint status report.	Armond Jackson	640.00	0.20	128.00
07/29/22	Read email re: accepted court filing.	Armond Jackson	640.00	0.40	256.00
07/29/22	Read email attaching joint statement.	Armond Jackson	640.00	0.20	128.00
07/29/22	Read email re: joint statement.	Armond Jackson	640.00	0.20	128.00
08/02/22	Read email re: status conference.	Armond Jackson	640.00	0.20	128.00
08/02/22	Read email notification re: status conference.	Armond Jackson	640.00	0.20	128.00
08/02/22	Read email re: LDTF Joint Statement.	Armond Jackson	640.00	0.20	128.00

08/03/22	Reviewed and revised settlement agreement	Armond Jackson	640.00	2.00	1,280.00
08/03/22	Reviewed executed declaration.	Armond Jackson	640.00	0.20	128.00
08/04/22	Drafted Approval Motion	Armond Jackson	640.00	2.10	1,344.00
08/04/22	Reviewed court filing.	Armond Jackson	640.00	0.20	128.00
08/04/22	Reviewed invoice re: court filing.	Armond Jackson	640.00	0.20	128.00
08/04/22	Reviewed accepted court filing.	Armond Jackson	640.00	0.20	128.00
08/15/22	Researched commonality issues re: restaurant industry employees re: meal break claims.	Andrea Fernandez	515.00	3.10	1,596.50
08/18/22	Reviewed motion for preliminary approval notification.	Armond Jackson	640.00	0.20	128.00
08/19/22	Reviewed docket re: status hearing.	Armond Jackson	640.00	0.20	128.00
08/19/22	Reviewed email from NG re: calendar adjustment.	Armond Jackson	640.00	0.20	128.00
08/19/22	Reviewed Monday.com notification re: preliminary approval motion.	Armond Jackson	640.00	0.20	128.00
08/22/22	Researched commonality issues re: derivative wage statement and 20 claims for meal break and rest break violations.	Andrea Fernandez	515.00	4.10	2,111.50
08/29/22	Reviewed notification re: preliminary approval hearing.	Armond Jackson	640.00	0.20	128.00
08/29/22	Reviewed notification re: preliminary approval motion.	Armond Jackson	640.00	0.20	128.00
08/29/22	Researched manageability issues on certification re: derivative wage statement and 203 claims.	Andrea Fernandez	515.00	4.70	2,420.50

08/31/22	Reviewed notification re: preliminary approval motion.	Armond Jackson	640.00	0.20	128.00
09/01/22	Reviewed notification re: motion for approval.	Armond Jackson	640.00	0.20	128.00
09/29/22	Reviewed notification re: preliminary approval hearing.	Armond Jackson	640.00	0.20	128.00
10/05/22	Reviewed minute order.	Armond Jackson	640.00	0.20	128.00
10/05/22	Sent email to YG re: approval motions.	Armond Jackson	640.00	0.20	128.00
10/05/22	Read email notification re: status conference.	Armond Jackson	640.00	0.20	128.00
10/06/22	Reviewed preliminary approval motion notification re: upcoming hearing.	Armond Jackson	640.00	0.20	128.00
10/13/22	Reviewed notification re: upcoming hearing.	Armond Jackson	640.00	0.20	128.00
10/13/22	Read email from counsel re: settlement agreement.	Armond Jackson	640.00	0.20	128.00
10/13/22	Responded to opposing counsel re: settlement agreement.	Armond Jackson	640.00	0.20	128.00
10/13/22	Read email re: court notification.	Armond Jackson	640.00	0.20	128.00
10/13/22	Reviewed the tentative to resolve issues outlined in the tentative.	Armond Jackson	640.00	0.20	128.00
10/21/22	Reviewed tentative to resolve issues re: preliminary approval motion.	Armond Jackson	640.00	0.50	320.00
10/21/22	Resolve settlement issues	Anthony Filer	250.00	0.20	50.00
10/24/22	Revise Motion for Preliminary Approval	Anthony Filer	250.00	0.20	50.00
10/26/22	Revised Settlement Agreement	Anthony Filer	250.00	0.10	25.00

10/27/22	Revised Preliminary Approval Motion	Anthony Filer	250.00	0.40	100.00
11/01/22	Reviewed drafted First Salvo	Anthony Filer	250.00	0.40	100.00
11/02/22	Read notification re: notification of joint report.	Armond Jackson	640.00	0.20	128.00
11/04/22	Revised Preliminary Approval Motion	Anthony Filer	250.00	1.20	300.00
11/04/22	Initiated instruction to resolve issues laid out in tentative ruling re: approval.	Armond Jackson	640.00	0.40	256.00
11/07/22	Revised class documents.	Armond Jackson	640.00	2.90	1,856.00
11/08/22	Revised supplemental papers.	Armond Jackson	640.00	1.90	1,216.00
11/08/22	Sent email to counsel re: the settlement agreement.	Armond Jackson	640.00	0.40	256.00
11/08/22	Revised settlement agreement to resolve issues outlined in the tentative ruling.	Armond Jackson	640.00	1.40	896.00
11/11/22	Reviewed email re: revisions to the settlement agreement.	Armond Jackson	640.00	0.30	192.00
11/11/22	Read the response to email re: joint amendment to the settlement agreement.	Armond Jackson	640.00	0.20	128.00
11/14/22	Read notification re: client's signature.	Armond Jackson	640.00	0.20	128.00
11/14/22	Read email re: signature from client.	Armond Jackson	640.00	0.40	256.00
11/14/22	Responded to counsel re: settlement agreement.	Armond Jackson	640.00	0.20	128.00
11/15/22	Read notification re: approval hearing.	Armond Jackson	640.00	0.20	128.00
11/15/22	Read email notification re: amendment to settlement agreement.	Armond Jackson	640.00	0.20	128.00

11/15/22	Responded to counsel re: amended settlement agreement.	Armond Jackson	640.00	0.20	128.00
11/15/22	Read response to settlement agreement.	Armond Jackson	640.00	0.20	128.00
11/16/22	Finalized revised PA motion.	Armond Jackson	640.00	0.50	320.00
11/16/22	Finalized revised PA motion.	Armond Jackson	640.00	3.90	2,496.00
11/16/22	Review Settlement / Supplemental Briefing	Anthony Filer	250.00	0.80	200.00
11/16/22	Responded to email from counsel re: issues outlined in the tentative ruling.	Armond Jackson	640.00	0.20	128.00
11/17/22	Review Settlement / Supplemental Briefing	Anthony Filer	250.00	1.20	300.00
11/17/22	Sent email re: inquiring re: cases.	Armond Jackson	640.00	0.20	128.00
11/17/22	Read notification re: supplemental briefing.	Armond Jackson	640.00	0.20	128.00
11/18/22	Sent follow-up email re: case inquiries.	Armond Jackson	640.00	0.20	128.00
11/18/22	Read response from counsel re: case inquiry.	Armond Jackson	640.00	0.20	128.00
11/18/22	Responded to counsel re: issue related to tentative ruling.	Armond Jackson	640.00	0.20	128.00
11/21/22	Drafted and finalized supplemental briefing for approval.	Armond Jackson	640.00	6.30	4,032.00
11/21/22	Read email notification re: filing of proof of service.	Armond Jackson	640.00	0.20	128.00
11/21/22	Read the email re: court filing.	Armond Jackson	640.00	0.20	128.00
11/21/22	Read email re: document for court filing.	Armond Jackson	640.00	0.20	128.00
11/21/22	Court filing notification accepting submission of the document.	Armond Jackson	640.00	0.20	128.00

12/01/22	Review Tentative Ruling modified Proposed Order	Anthony Filer	250.00	0.50	125.00
12/05/22	Drafted preliminary approval order.	Armond Jackson	640.00	0.50	320.00
12/05/22	Drafted proposed order re: tentative.	Armond Jackson	640.00	1.00	640.00
12/05/22	Organized documents and submitted documents to the administrator for processing.	Armond Jackson	640.00	0.40	256.00
12/05/22	Read response from administrator re: approval order.	Armond Jackson	640.00	0.20	128.00
12/05/22	Sent email re: administrator.	Armond Jackson	640.00	0.20	128.00
12/06/22	Followed up with administrator re: translation of administration documents.	Armond Jackson	640.00	0.20	128.00
12/06/22	Read email from administrator re: translation of documents.	Armond Jackson	640.00	0.20	128.00
12/06/22	Read documents re: settlement.	Armond Jackson	640.00	0.30	192.00
12/06/22	Responded to email re: settlement agreement.	Armond Jackson	640.00	0.20	128.00
12/06/22	Reviewed email; re: court filing accepted.	Armond Jackson	640.00	0.20	128.00
12/08/22	Reviewed order re: notice distribution.	Armond Jackson	640.00	0.20	128.00
12/08/22	Read minute order.	Armond Jackson	640.00	0.20	128.00
12/08/22	Provided signed order to the administrator.	Armond Jackson	640.00	0.20	128.00
12/08/22	Reviewed administration timeline.	Armond Jackson	640.00	0.40	256.00
12/08/22	Sent email to the administrator.	Armond Jackson	640.00	0.20	128.00

12/09/22	Responded to email from administrator.	Armond Jackson	640.00	0.20	128.00
12/09/22	Read email from administrator.	Armond Jackson	640.00	0.20	128.00
12/09/22	Read email re: administration timeline.	Armond Jackson	640.00	0.20	128.00
12/09/22	Read email response re: administration timeline.	Armond Jackson	640.00	0.20	128.00
12/30/22	Finalized notice of the ruling.	Armond Jackson	640.00	0.30	192.00
12/30/22	Read email re: Notice of Rulings.	Armond Jackson	640.00	0.20	128.00
12/30/22	Read email accepting court filing.	Armond Jackson	640.00	0.20	128.00
01/12/23	Sent email re: weekly report.	Armond Jackson	640.00	0.30	192.00
01/12/23	Sent email to administrator re: mailing of notice.	Armond Jackson	640.00	0.20	128.00
01/13/23	Reviewed preliminary calculations from the administrator.	Armond Jackson	640.00	0.40	256.00
01/13/23	Reviewed email from the admonstrator.	Armond Jackson	640.00	0.20	128.00
01/13/23	Responded to email from the administrator.	Armond Jackson	640.00	0.20	128.00
01/16/23	Reviewed email from claims adminstrator re: confirming timeline for distribution.	Armond Jackson	640.00	0.40	256.00
01/17/23	Read class notices and related documents for approval with revisions proposed.	Armond Jackson	640.00	0.50	320.00
01/17/23	Read all finalized notice documents and made slight revisions.	Armond Jackson	640.00	1.40	896.00
01/19/23	Sent follow-up email to the administrator.	Armond Jackson	640.00	0.20	128.00
01/19/23	Read email confirming class notices being sent.	Armond Jackson	640.00	0.20	128.00

02/14/23	Sent email to administrator re: weekly administration report.	Armond Jackson	640.00	0.20	128.00
02/14/23	Sent email response to claims administrator.	Armond Jackson	640.00	0.20	128.00
03/06/23	Drafted Final Approval Motion	Anthony Filer	250.00	3.30	825.00
03/07/23	Revised motion for final approval.	Armond Jackson	640.00	4.10	2,624.00
03/09/23	Responded to AF re: settlement agreement.	Armond Jackson	640.00	0.20	128.00
03/10/23	Read email notification re: last day to file joint report.	Armond Jackson	640.00	0.20	128.00
03/10/23	Read the email from MO re: administration quotes.	Armond Jackson	640.00	0.20	128.00
03/10/23	Read email from counsel re: the execution of the settlement agreement.	Armond Jackson	640.00	0.20	128.00
03/10/23	Read email from counsel re: approval of timeline.	Armond Jackson	640.00	0.20	128.00
03/10/23	Reviewed draft declaration from the claims administrator. Drafted email to administrator.	Armond Jackson	640.00	1.10	704.00
03/13/23	Proofread claims administrator declaration.	Armond Jackson	640.00	0.80	512.00
03/14/23	Revised and finalized final approval motion for filing.	Armond Jackson	640.00	2.10	1,344.00
03/15/23	Reviewed and updated progression of litigation plan. Analyzed next steps in the litigation.	Armond Jackson	640.00	3.90	2,496.00
					\$312,941.50

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

FLAT FEE

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

Invoice Total:	\$312,941.50
Amount Paid:	(\$0.00)
Amount Due:	\$312,941.50

EXHIBIT F

LAFFEY MATRIX

History

Case Law

See the Matrix

Contact us

Home

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

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

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

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