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IN THE SUPERIOR COURT OF CALIFORNIA

COUNTY OF SANTA CLARA, OLD COUNTY COURTHOUSE

JAMIE BRIDGES, an individual,

Plaintiff,

vs.

PREMIER NISSAN OF SAN JOSE, LLC, a
California limited liability company, TROY
DUHON, an individual, and DOES 1 through 20
inclusive,

Defendants.

Case No. 22CV394491

Assigned to Hon. Theodore C. Zayner in Dept.
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**PLAINTIFF'S NOTICE OF MOTION AND
MOTION FOR APPROVAL OF PAGA
SETTLEMENT; MEMORANDUM OF
POINTS & AUTHORITIES;
DECLARATION OF YESENIA L.
RODRIGUEZ**

Action Filed: February 18, 2022
Trial Date: None

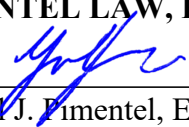
PLEASE TAKE NOTICE that on August 16, 2023 at 1:30 p.m., or as soon thereafter as the matter may be heard in department 19 of the above-entitled Court, located at 161 N. First Street San Jose, California 95113, Plaintiff Jamie Bridges will and hereby does move for an order approving the parties' PAGA settlement.

This Motion will be based upon the attached memorandum of points and authorities, the declaration of Yesenia L. Rodriguez, exhibits, all pleadings and records on file herein, all facts and other matters of which this Court may take judicial notice, and such other oral and documentary evidence as may be presented at hearing on this Motion.

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PIMENTEL LAW, P.C.

Dated: July 25, 2023

By:  _____

Gabriel J. Pimentel, Esq.
Yesenia L. Rodriguez, Esq.
Attorney for Plaintiff

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1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION**

3 Plaintiff Jamie Bridges seeks Court approval of the parties' Private Attorneys General Act
4 ("PAGA") settlement on the ground that it is fair to those affected and achieves the objectives of the
5 PAGA.

6 **II. FACTS AND PROCEDURAL HISTORY**

7 Plaintiff Jamie Bridges Lube Technician for Premier Nissan of San Jose, LLC from January
8 20, 2020 to April 17, 2021. Premier Nissan of San Jose, LLC is a Nissan dealership, which includes
9 a service department. As of the date of this Motion, there were approximately 201 aggrieved
10 employees. The aggregate number of pay periods that they collectively worked between October 26,
11 2020 and October 26, 2021 was 5,340.

12 On October 26, 2020, Plaintiff submitted Notice to the Labor & Workforce Development
13 Agency (LWDA), Premier Nissan of San Jose, LLC of Labor Code violations they allegedly
14 committed against Plaintiff and other alleged aggrieved employees. (Exhibit 1: PAGA Notice).

15 On February 18, 2022, Plaintiff filed this PAGA action against Premier Nissan of San Jose,
16 LLC alleging (1) failure to pay minimum wage, (2) failure to pay overtime, (3) failure to provide
17 uninterrupted meal and rest periods, (4) failure to reimburse for business expenditures (5) failure to
18 furnish itemized wage statements, (6) failure to timely pay earned wages, and (7) willful failure to
19 pay wages.

20 On July 11, 2022, Plaintiff received Defendant's document production, which totaled 386
21 pages. The document production included Plaintiff's wage statements, its employee handbook and
22 its policies related to meal and rest periods.

23 On January 17, 2023, Plaintiff received informal discovery, which included the number of
24 aggrieved employees and the corresponding pay periods.

25 On January 24, 2023, the parties engaged in a full-day mediation with Steve Rottman from,
26 which resulted in a proposed global settlement of Plaintiff's individual and PAGA claims. (Exhibit
27 2: PAGA Settlement & Release).

28 On July 25, 2023, Plaintiff electronically submitted a copy of this Motion for Approval of

1 PAGA Settlement and Proposed Order to the LWDA on its portal. (Exhibit 3: Proof of LWDA
2 Submission).

3 **III. PAGA SETTLEMENT TERMS**

4 **a. Aggrieved Employees Defined**

5 The aggrieved employees who are encompassed by this settlement are all current and former
6 employees of Premier Nissan of San Jose, LLC who worked as nonexempt employees at any time
7 between June 1, 2019 through the effective date of the settlement agreement, which is defined as the
8 date upon entry of an Order by the Court approving this settlement. The total number of aggrieved
9 employees is approximately 201.

10 **b. Allocation of Settlement Sum**

11 The total sum of the global settlement is \$54,850.00 ("Gross Settlement Fund"), which,
12 subject to Court approval, will be allocated as follows: (1) \$19,402.50 for payment of civil penalties
13 under the PAGA (75% of which—or \$14,551.87—will be paid to the LWDA and 25% of which—
14 or \$4,850.62—will be paid to the 201 aggrieved employees), (2) \$3,250 for settlement administration
15 expenses, (3) up to \$13,000 reimbursement of Plaintiff's litigation costs, (4) and \$19,197.50 for
16 Plaintiff's statutory attorneys' fees. The total time spent in connection with this litigation to date is
17 no less than 121 hours, for a total of over \$44,485 in attorneys' fees.

18 **c. Administration of Payments**

19 The parties have agreed to utilize Phoenix Settlement Administrators to administer payment
20 of the Gross Settlement Fund. Within 19 business days of receipt of Court approval, the administrator
21 will distribute the Gross Settlement Fund as proposed in Section III. b. above. If the Court approves
22 a payment of less than this amount and/or the actual amount incurred by the Settlement Administrator
23 is less than \$3,250, the difference will be added to the Net Settlement Amount.

24 **d. Notice to Aggrieved Employees**

25 The Settlement Administrator shall run all the addresses provided through the United States
26 Postal Service NCOA database to obtain current address information. Within 19 business days after
27 the Settlement Administrator's receipt of the PAGA List, the Settlement Administrator will mail the
28 Explanatory Letter together with a settlement payment to all aggrieved employees by regular first-

1 class United States mail, postage prepaid, with directions to the Postmaster to forward the Notice and
2 return all undeliverable Notices to the Settlement Administrator. For each Notice of PAGA
3 Settlement and settlement payment that is returned as undeliverable, the Settlement Administrator
4 shall promptly attempt to locate the Aggrieved Employee by performing an additional skip trace and
5 shall re-mail the Notice and settlement check.

6 **e. Uncashed Checks**

7 Settlement checks will specify that they are void if not negotiated within 180 days of their
8 issuance and will be voided if they are not cashed within that time period. The Settlement
9 Administrator will remit the entire amount of each PAGA aggrieved employees' uncashed Individual
10 Settlement Payment to the California State Controller for deposit in the Unclaimed Property Fund in
11 the name of the PAGA Aggrieved Employees to whom the uncashed Individual Settlement Payment
12 was issued.

13 **f. Scope of Release**

14 The scope of the release, as outlined in the Settlement Agreement, include any and all claims
15 relating to any and all facts and claims asserted or that could have been asserted in the Action or any
16 other claims, under PAGA, based on the facts alleged, including but not limited to any and all claims
17 for PAGA penalties for violations of the California Labor Code governing: meal and rest breaks;
18 minimum wages, overtime and double time wages (including, but not limited to, any and all theories
19 related to "off the clock work" or incorrect calculation of the "regular rate of pay"); expense
20 reimbursement; late payment of wages; failure to properly record and maintain employment records;
21 waiting time penalties; meal and rest period penalties; wage statement violations; separation pay
22 violations; and unfair business practices.

23 **IV. PLAINTIFF'S INDIVIDUAL SETTLEMENT TERMS**

24 **a. Nature of Unpled Claims Released**

25 Plaintiff has individual causes of action for unpaid overtime, minimum wage, business
26 expense reimbursement, wage statement violations, meal and rest period violations, willful failure to
27 pay wages, and retaliation as explained in Section IV. b. below.
28

1 **b. Value of Each Individual Claim Released by Plaintiff**

2 The total value of the wage claims released by Plaintiff is \$44,074, plus no less than \$1,575
3 in prejudgment interest, for a total of \$4,407.40 as explained below. *Bell v. Farmers Ins. Exchange*,
4 135 Cal.App.4th 1138, 1150 (2006) (“we conclude that the trial court properly applied the 10 percent
5 prejudgment interest rate provided by Civil Code section 3289 to the accrual of unpaid wages”).

6 Plaintiff typically worked five days per week, for about 40 to 45 hours per week. He claims
7 that on average, he failed to receive a meal period on about 10 days per month and a rest period about
8 20 days per month. Based on this information, the total value of his individual wage claims are as
9 follows: (1) meal period premiums: \$4,020; rest period premiums: \$7,920; wage statement penalties:
10 \$3,300; wait time penalties: \$3,840 (30 days wages) and tool reimbursement: \$5,000

11 **c. Form and Value of Consideration Paid to Plaintiff**

12 The consideration being paid to Plaintiff in exchange for his general release of all claims
13 known and unknown, including his individual wage claims and retaliation claim is \$50,000.

14 **d. Total Amount of Monetary Consideration, How Calculated and to Whom Paid**

15 The \$50,000 monetary consideration was calculated by adding the total value of Plaintiff’s
16 individual wage claims, retaliation claim, and the value of the general release of unknown claims,
17 then discounting it slightly to account for the possibility that he would not obtain all damages sought
18 in his wage or retaliation claims and might not have any unknown claims that have any value.

19 **V. LEGAL STANDARD FOR APPROVING PAGA SETTLEMENT**

20 “The superior court shall review and approve any settlement of any civil action filed pursuant
21 to this part.” LAB. CODE § 2699 (l) (2). Class action “requirements need not be met when an
22 employee’s representative action against an employer is seeking civil penalties under the Labor Code
23 Private Attorneys General Act of 2004.” *Arias v. Superior Court*, 46 Cal.4th 969, 975 (2009). The
24 court’s task in determining whether to approve a PAGA settlement is to “ensur[e] that any negotiated
25 resolution is fair to those affected.” *Williams v. Superior Court of L.A. Cnty.*, 3 Cal.5th 531, 549
26 (2017). “The Court must evaluate ... the adequacy of the settlement in view of the purposes and
27 policies of PAGA,” which is to create “a deterrent effect upon the defendant employer and other
28

1 employers.” *O’Connor v. Uber Techs., Inc.*, 201 F. Supp. 3d 1110, 1134 (N.D. Cal. 2016).¹ Thus, in
2 determining whether to approve a PAGA settlement, the focus is not on the amount of compensation
3 received by aggrieved employees, but rather, whether the total settlement achieves PAGA’s policy of
4 deterrence.

5 Although class action procedures need not be met when approving a PAGA settlement, in the
6 class action context, the reasonableness of a settlement is determined with an “understanding of the
7 amount that is in controversy and the realistic range of outcomes of the litigation.” *Kullar v. Foot*
8 *Locker Retail*, 168 Cal.App.4th 116, 120 (2008). A settlement is fair if the “consideration being paid
9 for the release of those claims represents a reasonable compromise.” *Munoz v. BCI Coca-Cola*
10 *Bottling Co.*, 186 Cal.App.4th 399, 408 (2010). “Ultimately, the trial court’s determination is nothing
11 more than an amalgam of delicate balancing, gross approximations and rough justice.” *Dunk v. Ford*
12 *Motor Co.*, 48 Cal.App.4th 1794, 1801 (1996). “Neither the trial court nor this court is to reach any
13 ultimate conclusions on the contested issues of fact and law which underlie the merits of the dispute,
14 for it is the very uncertainty of outcome in litigation and avoidance of wasteful and expensive
15 litigation that induce consensual settlements. In other words, the settlement or fairness hearing is not
16 to be turned into a trial or rehearsal for trial on the merits.” *7-Eleven Owners For Fair Franchising*,
17 85 Cal.App.4th, 1135, 1145 (2000). “The proposed settlement is not to be judged against a
18 hypothetical or speculative measure of what might have been achieved had plaintiffs prevailed at
19 trial.” *Wershba v. Apple Computer Inc.*, 91 Cal.App.4th 224, 246 (2001).

20 “The court must stop short of the detailed and thorough investigation that it would undertake
21 if it were actually trying the case.” *Clark v. American Residential Services LLC*, 175 Cal.App.4th
22 785, 799 (2009). “A settlement need not obtain 100 percent of the damages sought in order to be fair
23 and reasonable. (See *Rebney v. Wells Fargo Bank, supra*, 220 Cal.App.3d at p. 1139 [settlements
24 found to be fair and reasonable even though monetary relief provided was ‘relatively paltry’]; *City of*
25 *Detroit v. Grinnell Corp., supra*, 495 F.2d at p. 455 [settlement amounted to only ‘a fraction of the

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28 ¹ “In the absence of California law on the subject, California courts look to federal authority.” *Dunk v. Ford Motor Co.*,
48 Cal.App.4th 1794, 1801 fn.7 (1996).

1 potential recovery’].) Compromise is inherent and necessary in the settlement process.” *Wershba*, 91
2 Cal.App.4th at 250. “The very essence of a settlement is compromise, ‘a yielding of absolutes and an
3 abandoning of highest hopes.’” *Officers for Justice v. Civil Service Comm’n*, 688 F.2d 615, 624 (9th Cir.
4 1981). There is a “strong judicial policy that favors settlements, particularly where complex class
5 action litigation is concerned.” *Class Plaintiffs v. City of Seattle*, 955 F.2d 1268, 1276 (9th Cir. 1992).

6 **VI. THE SETTLEMENT IS FAIR TO THOSE AFFECTED AND ACHEIVES THE**
7 **OBJECTIVES OF THE PAGA**

8 **a. PAGA Provides for Default Penalty Rate of \$100 Per Violation**

9 California Labor Code § 2699.3 (c) authorizes an aggrieved employee to bring a representative
10 action for the collection of civil penalties on behalf of himself and other employees against an employer
11 who has committed Labor Code violations against them. “The civil penalty is one hundred dollars
12 (\$100) for each aggrieved employee per pay period for the initial violation and two hundred dollars
13 (\$200) for each aggrieved employee per pay period for each subsequent violation.” LAB. CODE §
14 2699 (f) (2). The statute of limitations for collecting civil penalties is 12 months. CIV. PROC. CODE §
15 340 (a). “In any action by an aggrieved employee seeking recovery of a civil penalty available under
16 subdivision (a) or (f), a court may award a lesser amount than the maximum civil penalty amount
17 specified by this part if, based on the facts and circumstances of the particular case, to do otherwise
18 would result in an award that is unjust, arbitrary and oppressive, or confiscatory.” LAB. CODE § 2699
19 (e) (2).

20 According to *Amaral v. Cintas Corp.*, 163 Cal.App.4th 1157, 1209 (2008), “a ‘subsequent’
21 violation (which carries a double penalty) must refer to something other than an underpayment that
22 occurs after the first pay period. Although common sense might suggest a ‘subsequent’ violation is
23 nothing more than a violation that occurs at a later point in time after an ‘initial’ violation, this
24 definition is inadequate because the statutes provide for multiple penalties for ‘each failure to pay
25 each employee’ incurred in an initial violation. Until the employer has been notified that it is violating
26 a Labor Code provision (whether or not the commissioner or court chooses to impose penalties), the
27 employer cannot be presumed to be aware that its continuing underpayment of employees is a
28 ‘violation’ subject to penalties. However, after the employer has learned its conduct violates the

1 Labor Code, the employer is on notice that any future violations will be punished just the same as
2 violations that are willful or intentional — i.e., they will be punished at twice the rate of penalties
3 that could have been imposed or that were imposed for the initial violation.”

4 Here, there was no evidence that prior to the filing of this suit, that a court or Labor
5 Commissioner had found Premier Nissan of San Jose, LLC to have violated any of the Labor Code
6 provisions that were alleged in Plaintiff’s PAGA suit. As such, if the *Amaral* decision is controlling
7 in PAGA actions, Premier Nissan of San Jose, LLC ‘s alleged violations of the Labor Code would
8 be subject to civil penalties at a maximum \$100 rate, subject to a discretionary reduction.

9 **b. Nature of Alleged Violations**

10 Failure to reimburse claim: Plaintiff alleged that the use of tools was a necessity for the
11 technician position because tools provided by Defendants were insufficient to allow a single
12 technician to perform their job.

13 Minimum wage and overtime claim: Plaintiff alleged that since he was required to supply his
14 own tools in order to adequately perform his job duties but was not paid double minimum wage as
15 required by IWC Wage Order 4-2001, § 9, nor was he reimbursed for the purchase of the tools, he is
16 owed the difference in pay for Defendant’s failure to pay double minimum wage.

17 Wage statement claim: Plaintiff alleged that his wage statements did not accurately reflect the
18 overtime rate in effect. Furthermore, his wage statements inaccurately listed the number of overtime
19 hours worked. These discrepancies resulted in inaccurate gross wages earned, inaccurate total hours
20 worked at the applicable hourly rates in effect, and inaccurate net wages earned in violation of Labor
21 Code § 226.

22 Willful failure to pay wages claim: Plaintiff alleges that none of the aggrieved employees
23 whose employment separated with the company were ever paid any of their due wages.

24 Failure to timely pay wages: Plaintiff alleged that because the sums due for aggrieved
25 employees’ overtime and minimum wage were never paid, aggrieved employees were therefore not
26 paid all wages earned by the seventh calendar day following the close of their pay periods.

27 Meal period claims: Plaintiff alleges that because of understaffing and management’s
28 demanding expectations, technicians were not authorized or permitted to take uninterrupted meal

1 periods for every five hours worked. He claims that they regularly worked through meal periods.

2 Rest period claims: Plaintiff also alleged that technicians failed to take rest periods because
3 the demands of the job and expectations of the managers prevented it. He alleged that the service
4 department was responsible for anywhere between 90 to 120 cars on any given Friday or Saturday.
5 As such, Plaintiff and the other technicians were not able to take their rest periods.

6 **c. Number of Alleged Violations**

7 The total aggregate number of pay periods worked by all 201 aggrieved employees during the
8 PAGA period is 5,340. If Plaintiff were to have proven that each and every aggrieved employee was
9 subjected to a minimum wage, overtime, meal period, rest period, reimbursement, wage statement
10 and failure to timely pay wages violation on each of the 5,340 aggregate pay periods that they worked
11 during the PAGA period, the number of violations committed would have been 37,380.

12 **d. Total Amount of Potential Penalties Liability**

13 If the Court were to apply the \$100 default penalty rate for all Labor Code violations pled, the
14 total amount of penalties for which Premier Nissan would be liable if all allegations were proven true
15 would be \$3,204,000.

16 **e. Total Amount of Penalties Defendant Likely to Have Been Found Liable for at Trial**

17 The total amount of penalties that Premier Nissan would likely to have been found liable for
18 at trial would have been approximately \$3,204,000. However, for the reasons discussed Section VI.
19 g. below, the Court would have likely applied a discretionary reduction in penalties under LAB. CODE
20 § 2699 (e) (2), which could have reduced the total penalties award by anywhere from 10%-90%.

21 The only evidence of widespread, systematic Labor Code violations committed by Premier
22 Nissan against its employees during the PAGA period that Plaintiff uncovered was as to its
23 technicians. Although most witnesses largely corroborated Plaintiff's allegations that technicians
24 were not authorized or permitted to take compliant meal and rest periods, there was some divergence
25 of opinion by witnesses as to whether technicians skipped their meal and rest periods out of their
26 personal preference to finish a task. Thus, while Plaintiff believes that he would have proven meal
27 and rest period violations at trial, it is uncertain how many pay periods the Court would have found
28 the violations to have occurred.

1 Additionally, Premier Nissan produced facially compliant policies regarding meal and rest
2 periods, which prohibited skipping meal and rest periods. Thus, there would have been triable issues
3 as to whether aggrieved employees who failed to take meal or rest periods did so without the
4 knowledge or authorization of the company.

5 **f. Likelihood of Violations Would Have Been Proven to be Knowing and Intentional**

6 There would have been a nearly 50/50 likelihood that the violations would have been proven
7 to be knowing and intentional. On the one hand, the violations against Premier Nissan technicians
8 was widespread that it would have been very difficult for ownership to credibly deny that it was not
9 aware of the violations. On the other hand, Defendant had complaint meal and rest period policies.
10 Thus, Defendant could argue that it took all reasonable steps to prevent violations, but technicians
11 nevertheless disregarded the policies to complete pending tasks.

12 **g. Facts Indicating that Imposition of Penalties Would be Unjust, Arbitrary,**
13 **Confiscatory or Oppressive**

14 As discussed above, there was evidence that the company had facially compliant meal and
15 rest period policies, and therefore seemingly took steps to prevent violations. Further, the Court might
16 take into account the extent to which some of the technicians might have acted outside of written
17 policies.

18 **VII. AGGRIEVED EMPLOYEES WILL NOT BE PREJUDICED BY DISMISSAL OF**
19 **PAGA CLAIM**

20 With respect to PAGA judgments, nonparty employees are “not be bound by the judgment as
21 to remedies other than civil penalties.” *Arias v. Superior Court*, 46 Cal.4th 969, 987 (2009). As such,
22 aggrieved employees will not be prejudiced by a dismissal of this action because that dismissal will
23 not bar them from seeking their own individual remedies against Premier Nissan for any of the Labor
24 Code violations that have been released as part of the parties’ PAGA settlement.

25 **VIII. THE SETTLEMENT PROVIDES FOR REASONABLE ATTORNEY’S FEES &**
26 **COSTS**

27 **a. CCP § 1021.5’s Private Attorney General Statute**

28 “When a number of persons are entitled in common to a specific fund, and an action brought

1 by a plaintiff or plaintiffs for the benefit of all results in the creation or preservation of that fund, such
2 plaintiff or plaintiffs may be awarded attorney's fees out of the fund." *Laffitte v. Robert Half Int'l Inc.*,
3 1 Cal.5th 480, 497 (2016); CIV. PROC. CODE § 1021.5. Formal intervention is unnecessary to obtain
4 section 1021.5 fees. *People v. Investco Mgmt. & Dev. LLC*, 22 Cal.App.5th 443, 459 (2018).

5 **b. Common Fund Doctrine**

6 "California has long recognized, as an exception to the general American rule that parties bear
7 the costs of their own attorneys, the propriety of awarding an attorney fee to a party who has recovered
8 or preserved a monetary fund for the benefit of himself or herself and others. In awarding a fee from
9 the fund or from the other benefited parties, the trial court acts within its equitable power to prevent
10 the other parties' unjust enrichment. Because it distributes the cost of hiring an attorney among all
11 the parties benefitted, a common fund fee award has sometimes been referred to as 'fee spreading.
12 Class action litigation can result in an attorney fee award pursuant to a statutory fee shifting provision
13 or through the common fund doctrine when ... a class settlement agreement establishes a relief fund
14 from which the attorney fee is to be drawn." *Lofton v. Wells Fargo Home Mortg.*, 238 Cal.Rptr.3d
15 626, 639-40 (2018).

16 "The common fund doctrine provides that a private plaintiff, or his attorney, whose efforts
17 create, discover, increase or preserve a fund to which others also have a claim is entitled to recover
18 from the fund the costs of his litigation, including attorneys' fees. The doctrine is employed to realize
19 the broadly defined purpose of recapturing unjust enrichment. That is, the doctrine is designed to
20 spread litigation costs proportionately among all the beneficiaries so that the active beneficiary does
21 not bear the entire burden alone and the 'stranger' beneficiaries do not receive their benefits at no cost
22 to themselves." *Vincent v. Hughes Air West, Inc.*, 557 F.2d 759, 769 (9th Cir. 1977).

23 **c. Fees Awarded in Representative Actions Should be Comparable to Percentages**
24 **Charged in Marketplace**

25 "The amount of attorney fees typically negotiated in comparable litigation should be
26 considered in the assessment of a reasonable fee in representative actions in which a fee agreement
27 is impossible. Given the unique reliance of our legal system on private litigants to enforce substantive
28 provisions of law through class and derivative actions, attorneys providing the essential enforcement

1 services must be provided incentives roughly comparable to those negotiated in the private
2 bargaining that takes place in the legal marketplace, as it will otherwise be economic for defendants
3 to increase injurious behavior. In defining a ‘reasonable fee’ in such representative actions the law
4 should mimic the market.” *Lealao v. Beneficial California Inc.*, 82 Cal.App.4th 19, 47-48 (2000);
5 *Chavez v. Netflix*, 162 Cal.App.4th 43, 65 (2008) (noting the trial court’s finding that 20%-40%
6 encompassed the range of contingency fee percentages found in the marketplace).

7 **d. Courts Should Provide Fee Enhancement in Contingency Litigation**

8 “The multiplier for contingent risk brings the financial incentives for attorneys enforcing
9 important constitutional rights into line with incentives they have to undertake claims for which they
10 are paid on a fee-for-services basis. Applying a fee enhancement does not inevitably result in a
11 windfall to attorneys: Under our precedents, the unadorned lodestar reflects the general local hourly
12 rate for a *fee-bearing case*; it does *not* include any compensation for contingent risk, extraordinary
13 skill, or any other factors a trial court may consider under *Serrano III*. The adjustment to the lodestar
14 figure, e.g., to provide a fee enhancement reflecting the risk that the attorney will not receive payment
15 if the suit does not succeed, constitutes earned compensation; unlike a windfall, it is neither
16 unexpected nor fortuitous. Rather, it is intended to approximate market-level compensation for such
17 services, which typically includes a premium for the risk of nonpayment or delay in payment of
18 attorney fees.” *Greene v. Dillingham Construction N.A., Inc.*, 101 Cal.App.4th 418, 426-27 (2002).
19 “Multipliers can range from 2 to 4 or even higher.” *Wershba v. Apple Computers, Inc.*, 91
20 Cal.App.4th 224, 255 (2001).

21 **e. Parties in Representative Actions are Permitted to Choose Proper Allocation of**
22 **Attorneys’ Fees to Reflect Amount that Defendant Would Have Been Obligated**
23 **to Pay Had Plaintiff Prevailed**

24 “Even where the parties do not specifically agree to the amount of attorney fees, the defendant
25 usually has a fairly good idea of the range of fees that will be sought and the approximate amount
26 likely to be awarded. The value of the benefit a settling defendant is willing to confer on the class —
27 either through the establishment of a separate fund or in some other way — will therefore invariably
28 be influenced by the amount of fees it *would* be obliged, or estimates it *would* be obliged, to pay class

1 counsel *if it did so directly.*” *Apple Computer, Inc. v. Superior Court*, 126 Cal.App.4th 1253, 1269
2 (2005). Thus, “it is well settled that the parties to a lawsuit may negotiate a settlement according to
3 which the defendant makes a lump-sum payment embracing both monetary relief to the plaintiff and
4 attorney’s fees liability. The device of a lump-sum settlement is normally used in class action cases
5 governed by a fee-shifting statute which, if the plaintiffs were to prevail at trial, might permit them
6 to obtain substantial fees directly from the defendant in addition to the amount of any
7 judgment.” *Apple Computer, Inc.*, 126 Cal.App.4th at 1269.

8 Over the past 17 months, Plaintiff’s counsel has investigated Plaintiff’s claims, as well as
9 reviewed and analyzed hundreds of pages of documents produced by Defendant’s counsel, along
10 with additional pages of materials provided by Plaintiff. In addition, the parties prepared for and
11 attended a full-day mediation. As detailed in the contemporaneous time records produced herewith,
12 Plaintiff’s counsel has spent no less than 125 hours of work in connection with this case, for a total
13 of over \$46,165.00 in attorney’s fees and nearly \$13,000 in litigation costs to date. (Exhibit 4:
14 Itemized Time and Expense Detail). This figure does not take into account the lodestar multiplier
15 that Plaintiff could have received if the case would have been tried. Further, Plaintiff anticipates
16 spending an additional 15 hours of work after the filing of this Motion, including preparing for and
17 attending the hearing on this Motion, and, assuming the Court approves the settlement, post
18 settlement obligations to implement the terms of the settlement.

19 The proposed \$19,197.50 allocation to attorney’s fees and up to \$13,000 in litigation costs is
20 fair and reasonable given the result obtained on the PAGA claim and the amount of time, effort, risk
21 and expense incurred by Plaintiff’s counsel to obtain the result. Based upon Plaintiff’s counsel’s
22 efforts, Plaintiff would have had a near certain Judgment at trial, which would have entitled the firm
23 to far more than \$19,197.50 in attorneys’ fees sought in this Motion.

24 Because Plaintiff’s counsel takes only contingency cases, if the firm were not to receive the
25 full amount of attorneys’ fees requested in the majority of cases, it would not be economically feasible
26 to undertake this type of representation in light of staffing costs and overhead required to maintain
27 this type of practice. Further, the rates charged by Plaintiff’s counsel are in line with rates charged by
28 other employment litigators with similar experience. Additionally, Plaintiff’s counsel advanced

1 \$13,000 in litigation costs in this case, undertook the risk of never being compensated for the work
2 performed on the case and losing all out-of-pocket costs spent on the litigation. Thus, based on
3 inherent complexity of PAGA litigation, risk of nonpayment, time and effort spent, expenses incurred,
4 the anticipated delay in payment of attorneys' fees and reimbursement of litigation costs and the good
5 result obtained, the amount sought in attorneys' fees is reasonable.

6 The fee agreement between Plaintiff's counsel and Plaintiff is a written contingency fee
7 agreement, whereby our firm agreed to advance all litigation costs and take a percentage of any
8 recovery that might be obtained in this matter. There is no fee-splitting agreement between our firm
9 and any other firm in connection with this case. As such, all attorneys' fees would be paid to Plaintiff's
10 counsel.

11 IX. CONCLUSION

12 Based on the above, Plaintiff respectfully requests that the Court grant his Motion for
13 approval.

14 PIMENTEL LAW, P.C.

15 Dated: July 25, 2023

16 By: _____

17 Gabriel J. Pimentel, Esq.
18 Yesenia L. Rodriguez, Esq.
19 Attorneys for Plaintiff
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DECLARATION OF YESENIA L. RODRIGUEZ

I, Yesenia L. Rodriguez, declare as follows:

1. I am the attorney for the plaintiff in this action, and am a member in good standing with the State Bar of California.

2. I have personal knowledge of all facts contained in this declaration, and if called to do so, I could and would testify thereto.

3. Plaintiff Jamie Bridges was employed as Lube Technician for Premier Nissan of San Jose, LLC from January 20, 2020 to April 17, 2021. Premier Nissan of San Jose, LLC is a Nissan dealership, which includes a service department. As of the date of this Motion, there were approximately 201 aggrieved employees. The aggregate number of pay periods that they collectively worked between October 26, 2020 and October 26, 2021 was 5,340.

4. On October 26, 2020, Plaintiff submitted Notice to the Labor & Workforce Development Agency (LWDA), Premier Nissan of San Jose, LLC of Labor Code violations they allegedly committed against Plaintiff and other alleged aggrieved employees. A true and correct copy of Plaintiff's PAGA Notice is attached hereto as Exhibit 1.

5. On February 18, 2022, Plaintiff filed this PAGA action against Premier Nissan of San Jose, LLC alleging (1) failure to pay minimum wage, (2) failure to pay overtime, (3) failure to provide uninterrupted meal and rest periods, (4) failure to reimburse for business expenditures (5) failure to furnish itemized wage statements, (6) failure to timely pay earned wages, and (7) willful failure to pay wages.

6. On July 11, 2022, Plaintiff received Defendant's document production, which totaled 386 pages. The document production included Plaintiff's wage statements, its employee handbook and its policies related to meal and rest periods.

7. On January 17, 2023, Plaintiff received informal discovery, which included the number of aggrieved employees and the corresponding pay periods.

8. On January 24, 2023, the parties engaged in a full-day mediation with Steve Rottman from, which resulted in a proposed global settlement of Plaintiff's individual and PAGA claims.

1 9. A true and correct copy of the PAGA Settlement & Release is attached hereto as
2 Exhibit 2.

3 10. On July 25, 2023, Plaintiff electronically submitted a copy of this Motion for Approval
4 of PAGA Settlement and Proposed Order to the LWDA on its portal. A true and correct copy of a
5 Proof of LWDA Submission is attached hereto as Exhibit 3.

6 11. The aggrieved employees who are encompassed by this settlement are all current and
7 former employees of Premier Nissan of San Jose, LLC who worked as nonexempt employees at any
8 time between June 1, 2019 through the effective date of the settlement agreement, which is defined
9 as the date upon entry of an Order by the Court approving this settlement. The total number of
10 aggrieved employees is approximately 201.

11 12. The total sum of the global settlement is \$54,850.00 (“Gross Settlement Fund”),
12 which, subject to Court approval, will be allocated as follows: (1) \$19,402.50 for payment of civil
13 penalties under the PAGA (75% of which—or \$14,551.87—will be paid to the LWDA and 25% of
14 which—or \$4,850.62—will be paid to the 201 aggrieved employees), (2) \$3,250 for settlement
15 administration expenses, (3) up to \$13,000 reimbursement of Plaintiff’s litigation costs, (4) and
16 \$19,197.50 for Plaintiff’s statutory attorneys’ fees. The total time spent in connection with this
17 litigation to date is no less than 121 hours, for a total of over \$44,485 in attorneys’ fees.

18 13. The parties have agreed to utilize Phoenix Settlement Administrators to administer
19 payment of the Gross Settlement Fund. Within 19 business days of receipt of Court approval, the
20 administrator will distribute the Gross Settlement Fund as proposed in Section III. b. above. If the
21 Court approves a payment of less than this amount and/or the actual amount incurred by the
22 Settlement Administrator is less than \$3,250, the difference will be added to the Net Settlement
23 Amount.

24 14. The Settlement Administrator shall run all the addresses provided through the United
25 States Postal Service NCOA database to obtain current address information. Within 19 business days
26 after the Settlement Administrator’s receipt of the PAGA List, the Settlement Administrator will mail
27 the Explanatory Letter together with a settlement payment to all aggrieved employees by regular
28 first-class United States mail, postage prepaid, with directions to the Postmaster to forward the Notice

1 and return all undeliverable Notices to the Settlement Administrator. For each Notice of PAGA
2 Settlement and settlement payment that is returned as undeliverable, the Settlement Administrator
3 shall promptly attempt to locate the Aggrieved Employee by performing an additional skip trace and
4 shall re-mail the Notice and settlement check.

5 15. Settlement checks will specify that they are void if not negotiated within 180 days of
6 their issuance and will be voided if they are not cashed within that time period. The Settlement
7 Administrator will remit the entire amount of each PAGA aggrieved employees' uncashed Individual
8 Settlement Payment to the California State Controller for deposit in the Unclaimed Property Fund in
9 the name of the PAGA Aggrieved Employees to whom the uncashed Individual Settlement Payment
10 was issued.

11 16. The scope of the release, as outlined in the Settlement Agreement, include any and all
12 claims relating to any and all facts and claims asserted or that could have been asserted in the Action
13 or any other claims, under PAGA, based on the facts alleged, including but not limited to any and all
14 claims for PAGA penalties for violations of the California Labor Code governing: meal and rest
15 breaks; minimum wages, overtime and double time wages (including, but not limited to, any and all
16 theories related to "off the clock work" or incorrect calculation of the "regular rate of pay"); expense
17 reimbursement; late payment of wages; failure to properly record and maintain employment records;
18 waiting time penalties; meal and rest period penalties; wage statement violations; separation pay
19 violations; and unfair business practices.

20 17. The consideration being paid to Plaintiff in exchange for his general release of all
21 claims known and unknown, including his individual wage claims and retaliation claim is \$50,000.

22 18. There was no evidence that prior to the filing of this suit, that a court or Labor
23 Commissioner had found Premier Nissan of San Jose, LLC to have violated any of the Labor Code
24 provisions that were alleged in Plaintiff's PAGA suit. As such, if the *Amaral* decision is controlling
25 in PAGA actions, Premier Nissan of San Jose, LLC 's alleged violations of the Labor Code would
26 be subject to civil penalties at a maximum \$100 rate, subject to a discretionary reduction.

27 19. The total aggregate number of pay periods worked by all 201 aggrieved employees
28 during the PAGA period is 5,340. If Plaintiff were to have proven that each and every aggrieved

1 employee was subjected to a minimum wage, overtime, meal period, rest period, reimbursement,
2 wage statement and failure to timely pay wages violation on each of the 5,340 aggregate pay periods
3 that they worked during the PAGA period, the number of violations committed would have been
4 37,380.

5 20. Over the past 17 months, Plaintiff's counsel has investigated Plaintiff's claims, as well
6 as reviewed and analyzed hundreds of pages of documents produced by Defendant's counsel, along
7 with additional pages of materials provided by Plaintiff. In addition, the parties prepared for and
8 attended a full-day mediation.

9 21. Plaintiff's counsel has spent no less than 125 hours of work in connection with this
10 case, for a total of over \$46,165.00 in attorney's fees and nearly \$13,000 in litigation costs to date.
11 A true and correct copy of an Itemized Time and Expense Detail is attached hereto as Exhibit 4.

12 22. The fee agreement between Pimentel Law, P.C. and Plaintiff is a written contingency
13 fee agreement, whereby our firm agreed to advance all litigation costs and take a percentage of any
14 recovery that might be obtained in this matter. There is no fee-splitting agreement between our firm
15 and any other firm in connection with this case. As such, all attorneys' fees would be paid to Plaintiff's
16 counsel.

17 I declare under the penalty of perjury under the laws of the State of California that the foregoing
18 is true and correct.

19
20 Dated: July 25, 2023

By: 
Yesenia L. Rodriguez

EXHIBIT 1



30 N Raymond Ave Ste 211 Pasadena, CA 91103 | T (626) 765-9800 F (626) 628-3081 | YLR@PimentelLaw.com

October 26, 2021

Via Electronic Filing

PAGA Administrator
Labor & Workforce Development Agency
1515 Clay Street, Ste. 801
Oakland, CA 94612

Re: PAGA Notice

PAGA Administrator:

Please allow this letter to serve as notice pursuant to California Labor Code § 2698, et seq. of Labor Code violations committed by Premier Nissan of San Jose, LLC and Troy Duhon (Respondents) against Jaime Bridges and their other current and former employees. The facts and theories that support this claim are as follows:

Mr. Bridges worked as a Lube Technician for Respondents from January 20, 2020 to April 17, 2021. Mr. Bridges' job duties included oil changes, tire rotations, ECM reprogramming. He worked Tuesday through Saturday, from 7:30 a.m. to 4:30 p.m. and was to be paid \$17 per hour. However, there were occasions where Mr. Bridges worked as late as 7:00 p.m. Mr. Bridges worked more than a 10-hour shift about three to four days per month. Therefore, Mr. Bridges worked an average of 40-45 hours per week.

During his employment, Mr. Bridges was given a one-hour meal period but did not receive a second meal period on days when he worked more than 10 hours in a single shift. Additionally, Mr. Bridges did not receive 10-minute rest periods.

In order to perform his job duties, Mr. Bridges required the use of tools. He spent \$5,000 for his toolbox and purchased an additional \$5,000 worth of tools after his date of hire. These tools were purchased in order to adequately perform his job duties. At no point during his employment was Mr. Bridges reimbursed for the purchase of the tools or paid double minimum wage as required by IWC Wage Order 4-2001, § 9 (B). When Mr. Bridges brought up the fact that he was not paid double minimum wage to the shop Foreman, Long Mong, Mr. Mong escorted Mr. Bridges to Simon Shwang's office. Mr. Bridges then asked Mr. Shwang why the double minimum wage rule was not applicable in his case. Mr. Shwang responded that the double minimum wage rule is only applicable to flat rate technicians. During that meeting, Mr. Bridges also informed Mr. Shwang that other Technicians shared similar concerns regarding their compensation and eligibility for double minimum wage.

Failure to Pay Minimum Wage

"The minimum wage for employees fixed by the commission or by any applicable state or local law, is the minimum wage to be paid to employees, and the payment of a lower wage than the minimum so fixed is unlawful." Lab. Code § 1197; IWC Wage Order Nos. 1–2001 to 16–2001, § 4; 8 Cal Code Regs §§ 11010-11160, § 4.

Respondents had no policy and/or practice for scheduling second meal periods for employees or for authorizing and permitting employees to take second 30-minute meal periods on days they worked in excess of 10 hours in one day. As a result, Respondents did not provide employees with all second 30-minute meal periods to which they were entitled.

To the extent that the off-the-clock hours worked by employees did not qualify for overtime premium payment, Respondents did not pay at least minimum wages for those hours employees worked off-the-clock in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198. Accordingly, Respondents regularly failed to pay at least minimum wages to employees for all of the hours they worked. Respondents' failure to pay employees minimum wages violates California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198.

As discussed above, Mr. Bridges did not receive a second meal period on days where he worked in excess of 10 hours in one day. Mr. Bridges further alleges that Respondents engaged in this same practice with respect to their other California employees.

Failure to Pay Overtime

"Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee." Lab. Code § 510; IWC Wage Order Nos. 1–2001 to 16–2001, § 3; IWC Wage Order No. 17-2001, § 4; 8 Cal Code Regs §§ 11010-11160, § 3; 8 Cal Code Regs § 11170, § 4. Labor Code § 1198 makes it unlawful to employ an employee under conditions of labor that are prohibited by the applicable wage order. California Labor Code § 1198 requires that "the standard conditions of labor fixed by the commission shall be the . . . standard conditions of labor for employees. The employment of any employee . . . under conditions of labor prohibited by the order is unlawful."

Overtime rates of employees were paid at ½ the employees' regular rate of pay, as opposed to 1 ½ times in violation of Labor Code § 510.

Employees were not paid overtime premiums for all of the hours they worked in excess of 8 hours in a day, in excess of 12 hours in a day, and/or in excess of 40 hours in a week. Respondents had, and continue to have, a company-wide policy of failing to

implement any policies to authorize and permit employees to take compliant meal periods and, instead, engaged in a practice of discouraging and impeding employees from taking meal periods by assigning them a heavy workload and understaffing their facilities. Therefore, there were no other employees available to relieve employees of their duties so as to allow them to take their meal periods.

Respondents had no policy for scheduling second meal periods and no practice of permitting employees to take second 30-minute meal periods. As a result, on days that employees worked in excess of 10 hours, they were not provided with second 30-minute meal periods.

Respondents knew or should have known that, as a result of their policies and practices, employees were performing some of their assigned duties off-the-clock and/or during unpaid meal periods, and were suffered or permitted to perform work for which they were not paid. Because employees worked shifts in excess of 8 hours a day or more and 40 hours a week or more, much of this off-the-clock work qualified for overtime premium pay. Therefore, employees were not paid overtime wages for all of the overtime hours they actually worked. To the extent employees worked shifts in excess of 12 hours a day, or in excess of 8 hours on the seventh consecutive day of a work in a workweek, they were not paid double time wages for all overtime hours they actually worked.

Respondents' failure to pay employees the balance of overtime compensation, as required by California law, violates the provisions of California Labor Code §§ 510 and 1198.

Failure to Provide Uninterrupted Meal Periods

"An employer shall not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes, except that if the total work period per day of the employee is no more than six hours, the meal period may be waived by mutual consent of both the employer and employee. An employer shall not employ an employee for a work period of more than 10 hours per day without providing the employee with a second meal period of not less than 30 minutes, except that if the total hours worked is no more than 12 hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived." Lab. Code § 512; IWC Wage Order Nos. 1–2001 to 16–2001, § 11; IWC Wage Order No. 17–2001, § 9; 8 Cal Code Regs §§ 11010–11160, § 11; 8 Cal Code Regs § 11170, § 9.

"An employer shall not require an employee to work during a meal ... period mandated pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare Commission If an employer fails to provide an employee a meal ... period in accordance with a state law, including, but not limited to, an applicable statute or applicable regulation, standard, or order of the Industrial Welfare Commission ... the employer shall pay the employee one additional hour of pay at the employee's regular rate

of compensation for each workday that the meal ... period is not provided.” Lab. Code § 226.7 (b) & (c).

Respondents did not provide employees with second 30-minute meal periods on days that they worked in excess of 10 hours in one day. Respondents engaged in a systematic, company-wide practice and/or policy of not paying meal period premiums for employees, regardless of whether they were able to take a compliant meal break, in violation of the applicable IWC Wage Order and Labor Code sections 226.7 and 512 (a). As a result, Respondents failed to provide employees compliant meal periods in violation of California Labor Code §§ 226.7 and 512 and failed to pay the full meal period premiums due.

Failure to Provide Uninterrupted Rest Periods

Employees must be given 10-minute net rest periods for every 4 hours of work, to be taken in the middle of each 4-hour period insofar as practicable. However, a rest period need not be provided for employees whose total daily work is less than 3.5 hours. Thus, employees are entitled to one 10-minute net rest period for shifts from 3.5 to 6 hours in length, two for shifts of more than 6 hours up to 10 hours, and three for shifts of more than 10 hours up to 14 hours, and so on. *Brinker Restaurant Corp. v Superior Court*, 53 Cal.4th 1004, 1029 (2012); IWC Wage Order Nos. 1–2001 to 16–2001, § 12; § 8 Cal Code Regs §§ 11010–11160, § 12. No employer may require an employee to work during any rest period mandated by an applicable order of the Industrial Welfare Commission. Lab. Code §§ 226.7.

Respondents’ company-wide policy and practice of understaffing while simultaneously assigning demanding workloads, prevented employees from being relieved of all duty in order to take compliant rest periods.

Respondents also had a uniform policy of failing to schedule rest breaks. As a result, employees did not receive 10-minute rest periods and were required to continue working.

Employees worked shifts in excess of 3 ½ hours, in excess of 6 hours, and/or in excess of 10 hours without receiving all uninterrupted 10-minute rest periods to which they were entitled.

Respondents have also engaged in a systematic, company-wide practice and/or policy of not paying rest period premiums owed when rest periods are not authorized or permitted. Thus, Respondents denied employees rest periods and failed to pay them rest period premium wages due, in violation of Labor Code section 226.7 and the applicable IWC Wage Order.

As discussed above, at no point during his employment did Mr. Bridges receive a 10-minute rest period. Mr. Bridges further alleges that Respondents engaged in the same practice with respect to their other California employees.

Failure to Reimburse for Business Expenditures

“An employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer, even though unlawful, unless the employee, at the time of obeying the directions, believed them to be unlawful.” Lab. Code § 2802

All technicians and mechanics employed by Respondents are required to supply their own tools to perform their job duties because it fails to supply them with a sufficient quantity at their work location. As discussed above, Mr. Bridges purchase a \$5,000 toolbox and purchased an additional \$5,000 worth of tools in order to perform his job. Technicians and mechanics are required to incur tool expenditures, which Respondents have not reimbursed. Mr. Bridges further alleges that Respondents engaged in this same practice with respect to their other California employees by failing to reimburse them for their work expenditures in violation of Labor Code § 2802. Respondents’ practice of failing to reimburse non-double minimum wage earning mechanics and technicians for the purchase of their hand tools and equipment is a violation of Labor Code § 2802.

Failure to Furnish Itemized Wage Statements and Maintain Accurate Pay Records

“An employer ... shall furnish to his or her employee ... an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, except as provided in subdivision (j), (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the 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” Lab. Code § 226 (a).

California Labor Code § 1198 provides that the maximum hours of work and the standard conditions of labor shall be those fixed by the Labor Commissioner and as set forth in the applicable IWC Wage Orders. § 1198 further provides that “the employment of any employees for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.” Pursuant to the applicable IWC Wage Order, employers are required to keep accurate time records showing when the employee begins and ends each work period and meal period.

As detailed above, Respondents failed to pay employees for all hours worked by virtue of uncompensated time worked during missed and/or incomplete meal periods. As a result,

their wage statements did not accurately reflect the total hours they worked or the corresponding number of hours worked at each hourly rate. This practice is in violation of Lab. Code § 226 (a).

Because Respondent failed to document and deducted time worked from employees' wage statements and employment records for meal periods they did not actually receive, Respondents failed to document wages earned and meal period premiums that should have been paid. Thus, Respondents did not furnish wage statements to employees containing the correct amount of gross wages earned in violation of Labor Code § 226 (a) (1), accurate total hours worked in violation of Labor Code § 226 (a) (2), correct amount of net wages earned in violation of Labor Code § 226 (a) (5), or accurate number of hours worked at each corresponding hourly rate in violation of Labor Code § 226 (a) (9).

To the extent that Respondents paid any meal break premium and/or rest break premium payments, they failed to identify such payments on employees' wage statements and employment records, and they otherwise failed to provide information on the wage statements sufficient to identify how many premium payments were paid during each pay period, the specific dates worked giving rise to the premium payments owed, or to determine whether such premium payments adequately and/or accurately compensated employees for any and all premiums owed.

The wage statements Respondents furnished to employees inaccurately reported the rate of pay. For example, overtime rates of employees were reported a ½ the employees' regular rate of pay, as opposed to 1 ½ times in violation of Labor Code § 226 (a) (9). Because the rate of pay was recorded inaccurately, that caused the gross and net wages earned to be reported inaccurately in violation of Labor Code § 226 (a) (1) & (5).

At all relevant times, Respondents failed to keep records of meal period start and stop times for employees in violation of Labor Code § 1198.

Retaliation in Violation of Labor Code § 1102.5

"An employer, or any person acting on behalf of the employer, shall not retaliate against an employee for disclosing information, or because the employer believes that the employee disclosed or may disclose information, to a government or law enforcement agency, to a person with authority over the employee or another employee who has the authority to investigate, discover, or correct the violation or noncompliance, or for providing information to, or testifying before, any public body conducting an investigation, hearing, or inquiry, if the employee has reasonable cause to believe that the information discloses a violation of state or federal statute, or a violation of or noncompliance with a local, state, or federal rule or regulation, regardless of whether disclosing the information is part of the employee's job duties." Lab. Code § 1102.5.

On April 3, 2021. Claimant asked Mr. Mong, the shop Foreman why employees were not being paid double minimum wage.

About 11 days later, Mr. Bridges was unenrolled from Nissan's Academy.

On April 14, 2021, Mr. Bridges expressed his concerns to Simon Shwang regarding the nonpayment of double minimum wage as required by IWC Wage Order 4-2001, § 9 (B), after a former coworker, Christian Sermenio, told him that nonpayment of double minimum wage was illegal. The conversation lasted for about an hour. In that conversation, Mr. Shwang informed Mr. Bridges that he used to have a very high opinion of him and asked whether others felt similarly to Mr. Bridges. Mr. Bridges replied that yes others felt the same. It was at that point that Mr. Shwang called in two other employees: Juan and Brett. Mr. Shwang asked Juan and Brett, in the presence of Mr. Bridges, how they felt about their compensation. Brett answered that he loved his job and did not care about the pay. Juan asked Mr. Shwang why their overtime rate was only paid at \$8.50 per hour. Mr. Shwang did not address Juan's question and both Juan and Brett were dismissed from the meeting.

After Mr. Bridges raised his concerns to Mr. Shwang, Brett was promoted to Lead Lube Technician. Brett later informed Mr. Bridges, at the direction of the shop Foreman, that he was no longer allowed to work past 4:30 p.m. Brett remarked that he was not sure who Mr. Bridges pissed off but clearly he angered someone.

The next day, Mr. Shwang stood outside the lube bay for at least six hours and watched the lube technicians work. Mr. Shwang commented to a new hire that he recommended he follow in Brett and Eric's footsteps, as they would lead him in the right direction. There was no mention of Mr. Bridges.

On April 16, 2021, Claimant was informed by another technician, Eric, that a meeting had been called for lube technicians. Mr. Bridges responded that he was not aware of the meeting. Mr. Bridges attempted to attend. Mr. Shwang, Mr. Mong, and Nicholas Tormiana were in the meeting. As soon as Mr. Bridges opened the door, Mr. Shwang gave him a nasty look, made a cutthroat gesture and said no, not you. So, Mr. Bridges went back to perform his job duties. Another coworker noticed that Mr. Bridges was not in the meeting and asked what had happened. After Mr. Bridges responded, his coworker told him that what they did to him was discrimination. Mr. Bridges thereafter clocked out at 4:30 p.m., even though every other lube technician was allowed to work past 4:30 p.m. Claimant then emailed Lorena Chavez, H.R. Manager, and gave her an account of what had happened leading up to the April 14, 2021 meeting.

On April 17, 2021, Claimant went into work shaking and fearful for his safety, then packed up his tools. Mr. Bridges then wrote his letter of resignation explaining that he was leaving for personal reasons and handed it to Mr. Mong. In response Mr. Mong's asked why. Claimant responded that the events leading to his resignation were very unprofessional and

that he no longer felt comfortable working there. He informed Mr. Mong that employees in the shop were not happy and that Mr. Shwang was intimidating the technicians.

Willful Failure to Pay Wages

"If an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately." Lab. Code § 201.

"If an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting." Lab. Code § 202.

"If an employer willfully fails to pay any wages of an employee who is discharged or who quits, 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 therefor is commenced." Lab. Code § 203.

"A willful failure to pay wages within the meaning of Labor Code Section 203 occurs when an employer intentionally fails to pay wages to an employee when those wages are due." Cal. Code Regs. tit. 8 § 13520.

As discussed above, Respondents' employees are owed wages for unpaid minimum wage, overtime, meal periods and unreimbursed business expenses. At no time since their separation of employment were these outstanding sums ever paid to them. Further, Respondents knew or should have known that they owed these outstanding sums to employees and intentionally failed and refused to pay these sums immediately upon their termination or within 72 hours of their resignation of employment and continue to refuse to do so. This practice is in violation of Labor Code §§ 201-203.

Failure to Timely Pay Wages

"All wages ... earned by any person in any employment are due and payable twice during each calendar month, on days designated in advance by the employer as the regular paydays ... (d) The requirements of this section shall be deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven calendar days following the close of the payroll period." Lab. Code § 204.

"In addition to, and entirely independent and apart from, any other penalty provided in this article, every person who fails to pay the wages of each employee as provided in Sections ... 204 ... shall be subject to a penalty as follows: (1) For any initial violation, one hundred dollars (\$100) for each failure to pay each employee. (2) For each subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for each failure to

pay each employee, plus 25 percent of the amount unlawfully withheld." Lab. Code § 210.

As discussed above, Respondents' employees are owed wages for unpaid minimum wage, overtime, meal periods and unreimbursed business expenses. At no time during their employment were these outstanding sums ever paid to them. Instead, these outstanding sums continued to accumulate every pay period. Therefore, Respondents' employees were not paid all wages earned by the seventh calendar day following the close of their pay periods. This practice is in violation of Labor Code § 204.

Actions under the Private Attorneys General Act (PAGA)

The Labor Code Private Attorneys General Act of 2004 provides that "any provision of this code that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency ... may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees." Lab. Code § 2699. Claimant is entitled to civil penalties of \$100 for each aggrieved employee per pay period for the initial violation, and \$200 for each aggrieved employee per pay period for each subsequent violation, pursuant to Labor Code §2699 (f), for those Labor Code sections not expressly providing for a penalty, and civil penalties provided by the specific Labor Code sections that do expressly provide for a penalty.

Based upon the foregoing, Mr. Bridges seeks not only individual remedies under the Labor Code, but also all remedies available under the Private Attorney General Act of 2004, Lab. Code §§ 2698, et seq., including civil penalties on behalf of all aggrieved employees for the above Labor Code violations that Respondents committed against them.

Regards,



Yesenia L. Rodriguez, Esq.

EXHIBIT 2

SETTLEMENT AGREEMENT

This Settlement Agreement (“Settlement” or “Agreement”) is made and entered into between JAMIE BRIDGES (“Plaintiff”), acting in a Private Attorney General capacity, and PREMIER NISSAN OF SAN JOSE, LLC (“Defendant”).

I. DEFINITIONS

The following terms, when used in this Settlement, shall have the following meanings:

1. “Action” means the matter entitled *Jamie Bridges v. Premier Nissan of San Jose, LLC*, Santa Clara County Superior Court Case No. 22CV394491, filed on or about February 18, 2022.

2. “Aggrieved Employees” consists of all persons within the State of California who are or were employed by Defendant in the State of California from June 1, 2019, through the Effective Date (defined below).

3. “Complaint” means the Representative Action Complaint entitled *Jamie Bridges v. Premier Nissan of San Jose, LLC*, Santa Clara County Superior Court Case No. 22CV394491, filed on or about February 18, 2022.

4. “Court” means the Superior Court of California for the County of Santa Clara.

5. “Effective Date” means the date upon entry of an Order by the Court approving this Settlement.

6. “Individual PAGA Payment” means the amount to be paid to each Aggrieved Employee based on the formula described herein.

7. “LWDA” means the California Labor and Workforce Development Agency.

8. “Gross Settlement Amount” is the non-reversionary sum of Fifty-Four Thousand Eight Hundred Fifty Dollars and No Cents (\$54,850.00), which represents the total amount payable under this Settlement by Defendant, including, without limitation, payments to all Aggrieved Employees, payment to the LWDA, payment of Plaintiff’s Counsel’s fees and costs, and payment to the Settlement Administrator for administration costs.

9. “Net Settlement Amount” is the amount remaining to distribute to the LWDA and Aggrieved Employees after the following amounts (if approved by the Court) are subtracted from the Gross Settlement Amount: (a) Plaintiff’s Counsel’s fees up to thirty five percent of the Gross Settlement Amount, currently estimated at Nineteen Thousand One Hundred Ninety Seven Dollars and Fifty Cents (\$19,197.50); (b) Plaintiff’s verified costs up to Thirteen Thousand n Dollars (\$13,000.00); and (c) administration costs up to Three Thousand Two Hundred and Fifty Dollars and No Cents (\$3,250.00).

10. “PAGA” means the California Labor Code Private Attorneys General Act, California Labor Code § 2698, *et seq.*

11. “PAGA Period” means the time period from June 1, 2019, through the Effective Date.

12. “Released Parties” means Defendant Premier Nissan of San Jose, LLC, and all persons, agents (specifically including co-defendant Troy Duhon), servants, representatives, officers, directors, stockholders, employees, associations, joint ventures, corporations, parent corporations, subsidiaries, affiliates, partners, members, predecessors and successors in interest, insurers, re-insurers, and assigns, and all other legal entities with whom Defendant has been, are now, or may hereafter be affiliated with.

13. “PAGA Released Claims” mean any and all claims relating to any and all facts and claims asserted or that could have been asserted in the Action or any other claims, under PAGA, based on the facts alleged, including but not limited to any and all claims for PAGA penalties for violations of the California Labor Code governing: meal and rest breaks; minimum wages, overtime and double time wages (including, but not limited to, any and all theories related to “off the clock work” or incorrect calculation of the “regular rate of pay”); expense reimbursement; late payment of wages; failure to properly record and maintain employment records; waiting time penalties; meal and rest period penalties; wage statement violations; separation pay violations; and unfair business practices.

14. “Parties” mean Plaintiff and Defendant.

15. “Plaintiff’s Counsel” means Yesenia Rodriguez and Gabriel Pimentel of Pimentel Law, PC.

16. “Settlement Administrator” means Phoenix Class Action Administration Solutions.

II. RECITALS

1. Plaintiff alleges that Defendant: failed to issue to the Aggrieved Employees accurate wage statements; failed to provide Aggrieved Employees minimum wages; failed to provide Aggrieved Employees overtime wages; failed to provide Aggrieved Employees legally compliant meal and rest periods; failed to pay Aggrieved Employees earned wages in a timely manner; failed to keep accurate time keeping records for Aggrieved Employees; and failed to reimburse Aggrieved Employees for business expenses; and as a result of the foregoing, are liable for civil penalties under PAGA.

2. On October 26, 2021, Plaintiff provided written notice to the LWDA and Defendant asserting claims for civil penalties pursuant to PAGA stemming from alleged violations of the California Labor Code described above.

3. On February 18, 2022, Plaintiff filed the operative complaint in the Action.

4. The Parties engaged in formal as well as additional informal discovery exchange prior to mediation. In response to Plaintiff’s Counsel’s informal discovery requests, Defendant provided Plaintiff’s Counsel with information and documents pertaining to Plaintiff and other Aggrieved Employees and the claims in the Action in order for Plaintiff’s Counsel to investigate Plaintiff’s allegations and value the PAGA claim.

5. On January 24, 2023, the Parties participated in mediation before mediator Steve Rottman. With the assistance of Mr. Rottman, the Parties agreed to fully and finally resolve, subject to Court approval, the PAGA Released Claims as to Plaintiff and the Aggrieved Employees.

III. OPERATIVE TERMS OF SETTLEMENT AGREEMENT

The Parties agree as follows:

1. **Non-Admission.** Nothing in this Settlement shall be construed to be an admission by Plaintiff that their claims do not have merit or by Defendant of any liability or wrongdoing as to Plaintiff, Aggrieved Employees or any other person, and Defendant specifically disclaims any such liability or wrongdoing. The Parties have entered into this Settlement with the intention to avoid further disputes and litigation with the attendant inconvenience, expenses and risks. This Settlement and any related court documents or orders are not and may not be cited or admitted as evidence of liability.

2. **Gross Settlement Amount.** Defendant shall pay Fifty-Four Thousand Eight Hundred Fifty Dollars and No Cents (\$54,850.00) as the non-reversionary Gross Settlement Amount. Defendant will not pay more than the Gross Settlement Amount. Defendant shall deposit the Gross Settlement Amount with the Settlement Administrator within thirty (30) days after the Effective Date.

3. **Net Settlement Amount.** The Parties agree that the following amounts should be subtracted from the Gross Settlement Amount, if approved by the Court, resulting in a Net Settlement Amount to distribute to the LWDA and Aggrieved Employees:

a. **Plaintiff's Counsel's Fees and Costs.** Defendant will not oppose Plaintiff's request for attorneys' fees in the amount up to thirty five percent (35%) of the Gross Settlement Amount (currently estimated at Nineteen Thousand One Hundred Ninety-Seven Dollars and Fifty Cents (\$19,197.50) and costs incurred in prosecuting this Action, up to Thirteen Thousand Dollars (\$13,000.00). In the event the Court approves a payment of less than these amounts, the difference will be added to the Net Settlement Amount (although Plaintiff may appeal an order granting less than the full amount sought for attorneys' fees and costs). If the Court believes the attorneys' fees and/or costs should be reduced, the other terms of this Settlement will remain in effect and any such reduction will not affect the remaining terms, other than adjusting the Net Settlement Amount. Defendant, via the Settlement Administrator, will report these payments on IRS Form 1099 issued to Plaintiff's Counsel.

b. **Administration Costs.** Defendant will not oppose the Settlement Administrator's costs in the amount up to Three Thousand Two Hundred and Fifty Dollars and No Cents (\$3,250.00) for administering the Settlement. In the event the Court approves a payment of less than this amount, the difference will be added to the Net Settlement Amount. Defendant, via the Settlement Administrator, will report this payment on IRS Form 1099 issued to the Settlement Administrator.

4. **Allocation of Net Settlement Amount.** The Net Settlement Amount shall be distributed pursuant to Lab. Code § 2699(i) as follows:

a. 75% of the Net Settlement Amount shall be distributed to the LWDA.

b. 25% of the Net Settlement Amount shall be paid to Aggrieved Employees. This portion of the Net Settlement Amount shall be paid to all Aggrieved Employees pro rata based on the proportional number of pay periods worked by each Aggrieved Employee during the PAGA Period.

The Parties agree that should the Court deny approval of the Settlement based on the allocation of the Gross Settlement Amount or the Net Settlement Amount, the Parties agree to re-negotiate the allocation of funds in good faith in an effort to obtain approval of the Settlement.

5. **Representative PAGA Release.** In their capacity as Private Attorney Generals or “aggrieved employees” acting on behalf of themselves, the State of California and Aggrieved Employees, Plaintiff hereby release Defendant and Released Parties from any and all of the PAGA Released Claims that arose during the PAGA Period.

6. **PAGA Released Claims.** Plaintiff agrees that upon entry of an Order approving the Settlement, all Aggrieved Employees will release any and all PAGA Released Claims against the Released Parties that arose during the PAGA Period. Upon entry of the Order approving the Settlement and judgment entered thereon, Plaintiff and all Aggrieved Employees will be forever barred from pursuing any and all of the PAGA Released Claims that arose during the PAGA Period against the Released Parties.

7. **Plaintiff’s General Release.** Plaintiff personally agrees to release, in addition to the PAGA Released Claims, all claims, whether known or unknown, under federal law or state law, to the fullest extent permitted by law, against the Released Parties. Plaintiff further understands that this release includes unknown claims and that they are, as a result, waiving all rights and benefits afforded by Section 1542 of the California Civil Code, which provides:

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

Notwithstanding the above nor anything else in this Agreement, this waiver and release does not apply to: (i) those rights as a matter of law that cannot be waived, including, but not limited to, workers’ compensation claims; (ii) rights or claims arising out of this Agreement after the date this Agreement is executed by Plaintiff and (iii) rights or claims arising out of this Agreement. The Agreement in no way affects Plaintiff’s entitlement and/or benefits to be received by Plaintiff in workers’ compensation pursuant to the jurisdiction of workers’ compensation.

8. **No Right to Opt-Out.** The Parties agree that there is no statutory right for any Aggrieved Employee to opt out or otherwise exclude himself or herself from the Settlement

9. **Covenants and Representations by Plaintiff and Plaintiff’s Counsel.**

a. Plaintiff represents and warrants that they have not assigned or transferred or purported to assign or transfer to any person or entity, any claim or portion thereof, or interest therein, which is or may be subject to this Settlement.

b. Plaintiff acknowledges that they have read this Settlement, that they fully understand their rights, privileges and duties under the Settlement, and enter into this Settlement freely and voluntarily, and without duress. Plaintiff further acknowledges that they had the opportunity to consult with their attorneys to explain the terms of this Settlement and the consequences of signing this Settlement.

10. **Confidentiality.** Except as provided below, to the extent necessary to effectuate the Settlement or as required by court or legal process, Plaintiff and Plaintiff's Counsel will keep the terms of this Settlement confidential. Neither Plaintiff nor Plaintiff's Counsel shall issue a press release, hold a press conference, publish information about the Settlement on any website or through any social media or otherwise publicize the Settlement or communicate its terms (including the amount) in public or in private, other than as necessary to obtain Court approval of this Settlement and/or unless otherwise ordered by the Court or required by law. The Parties and Plaintiff's Counsel agree that they will not initiate or have contact with the press, respond to any press inquiry, or have any communication with the press about the Action. Notwithstanding the above, for the limited purpose of establishing adequacy of counsel in future actions, Plaintiff's Counsel may reference the Action by name and case number in a declaration establishing adequacy as class or representative counsel.

To permit judicial review and approval of the PAGA Payment, as required by Labor Code Section 2698, *et seq.*, Plaintiff's Counsel will file the Settlement with the Court and submit the Settlement to the LWDA as part of the Parties seeking Court approval of the Settlement, pursuant to Lab. Code § 2699(1)(2).

11. **Termination of Settlement.** If the Court does not approve the Settlement, if the Court does not enter judgment as provided for in this Settlement, or if appellate review is sought and, on such review, the Court's decision is materially modified or reversed, or, except as otherwise set forth herein, if one or more of the terms of the Settlement is not approved or is materially modified or reversed or found to be invalid, then either of the Parties shall have the right within ten (10) days of written notice thereof to elect to terminate the Settlement, in which case the Settlement shall have no force or effect, and the Parties shall be deemed to have reverted to their respective status as of the date and time immediately prior to the execution of this Settlement.

12. **Judgment.** As part of the Motion to approve the Settlement, Plaintiff shall submit a proposed order and judgment which enters judgment in the Action in accordance with the terms of the Settlement and retains jurisdiction over the Action for the purpose of enforcing the terms of the Settlement following approval of the Settlement. This Settlement is expressly conditioned upon the Court entering judgment as set forth herein.

IV. ADMINISTRATION OF SETTLEMENT

1. **Settlement Administrator.** The Parties agree to use Phoenix Class Action Administration Solutions to handle the administration of this Settlement.

2. **Provision of Information for Aggrieved Employees.** Within ten (10) business days after the Effective Date, Defendant shall provide the Settlement Administrator with information for Aggrieved Employees. Defendant will in good faith compile from its records a list of Aggrieved Employees that will be in a computer-readable format, such as a Microsoft Excel spreadsheet, and shall include each Aggrieved Employee's full name, last known mailing address, total pay periods worked during the PAGA Period and/or dates of employment, and Social Security number. Because Social Security numbers are included in the list, the Settlement Administrator will maintain the list in confidence, and access shall be limited to those with a need to use the list as part of the administration of the Settlement.

Within seven (7) business days of receiving the Aggrieved Employees' information from Defendant, the Settlement Administrator will circulate to counsel for both Parties an anonymized spreadsheet containing the estimated individual settlement payments to each Aggrieved Employee and the data used to calculate said payments. The Settlement Administrator shall obtain approval from all counsel of the calculations before mailing Individual PAGA Payments.

3. **Explanatory Letter and Individual PAGA Payments.** Upon receipt of the information for Aggrieved Employees, the Settlement Administrator will perform a search on the National Change of Address database to update the Aggrieved Employees' addresses.

Within two (2) business days of receiving approval from counsel of the payment calculations as provided above, the Settlement Administrator shall mail copies of the explanatory letter, which has been mutually approved by the Parties and is attached hereto as **Exhibit A**, in English, along with Individual PAGA Payments to all Aggrieved Employees via regular First Class U.S. Mail.

The Settlement Administrator will calculate the amount to be received by each Aggrieved Employee, which will be based on the formula set forth in Section III.4., *supra*. The Settlement Administrator will send each Aggrieved Employee a check for his or her Individual PAGA Payment along with an explanatory letter. Checks will remain negotiable for 180 days. Each Individual PAGA Payment shall be deemed penalties/interest and reported using IRS Form 1099.

4. **Undeliverable Notices.** The Settlement Administrator shall exercise its best judgment to determine the current mailing address for each Aggrieved Employee. The address identified by the Settlement Administrator as the current mailing address shall be presumed to be the best mailing address for each Aggrieved Employee.

Any checks returned as non-deliverable on or before the check cashing deadline will be sent promptly via regular First-Class U.S. Mail to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator will promptly attempt to determine the correct address using a skip-trace or other search using the name, address or Social Security number of the Aggrieved Employee involved and will perform a single re-mailing.

Defendant fully discharges its obligations to those Aggrieved Employees to whom they will pay an Individual PAGA Payment through the mailing of a check, regardless of whether such checks are actually received and/or negotiated by Aggrieved Employees. Funds represented by checks returned as undeliverable after a re-mailing, and funds represented by checks remaining un-cashed for more than 180 days after issuance, will be tendered to the State Controller's Office

under the unclaimed property fund laws in the names of the Aggrieved Employees to whom the checks were issued.

5. **Payment of Remainder.** Within two (2) business days of receiving approval from counsel of the payment calculations, the Settlement Administrator will distribute the following additional payments: (1) the 75% share of the Net Settlement Amount to the LWDA; (2) Court-approved attorneys' fees and costs to Plaintiff's Counsel; and (3) the Court-approved administration costs to the Settlement Administrator.

6. **Accounting.** Within fifteen (15) business days of receiving approval from counsel of the payment calculations, the Settlement Administrator will provide an accounting under oath to the Parties of the amounts paid from the Settlement.

7. **Tax Consequences.** Individual PAGA Payments made under this Settlement will be attributed 100% as penalties and interest and paid via IRS Form 1099 issued to each Aggrieved Employee. Neither Plaintiff nor Defendant, nor counsel for the Parties, make any representations or warranties with respect to tax consequences of any payment under this Settlement.

V. MISCELLANEOUS PROVISIONS

1. **Mutual Preparation and Drafting.** The Parties have had a full opportunity to negotiate the terms and conditions of this Settlement. The Parties agree that the terms and conditions of this Settlement are the result of lengthy, intensive, arm's-length negotiations between the Parties and that neither Plaintiff nor Defendant shall be considered the "drafter" of this Settlement for purposes of having terms construed against that Party. This Settlement will not be construed more strictly against one Party merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being recognized that, because of the arm's-length negotiations between the Parties, all Parties have contributed to the preparation of this Settlement.

2. **Successors.** This Settlement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, trustees, executors, assigns, administrators and successors.

3. **Costs and Fees.** The Parties shall each bear their own costs, attorneys' fees, expert fees, mediator fees and other fees incurred in connection with this Settlement, the Action and Plaintiff's claims, except as otherwise set forth specifically herein.

4. **Governing Law.** This Settlement shall be construed under and governed by the laws of the State of California. This Settlement shall be deemed to have been entered into in the County of Santa Clara, California, and all questions of validity, interpretation or performance of any of its terms or of any rights or obligations of the Parties to this Settlement shall be governed by California law. If any legal or equitable action is necessary to enforce the terms of this Settlement, it shall be brought in the State of California, County of Santa Clara.

5. **Complete Agreement.** The Parties each acknowledge and represent that no promise or representation not contained in this Settlement has been made to them and acknowledge and represent that this Settlement contains the entire understanding between them and contains all terms and conditions pertaining to the compromise and settlement of the PAGA Released Claims in the Action. This Settlement cannot be amended or modified except by a writing signed by the Parties hereto.

6. **Nullification of Settlement.** In the event that: (i) the Court does not approve the Settlement as provided herein; or (ii) the Settlement does not become final for any other reason, then this Settlement and any documents generated to bring it into effect, will be null and void, and the Parties will be returned to their original respective positions unless otherwise required under this Agreement.

7. **Judgment and Continued Jurisdiction.** After approval of this Settlement, the Court will have continuing jurisdiction solely for purposes of addressing: (i) the interpretation and enforcement of the terms of the Settlement, (ii) settlement administration matters, and (iii) such post-Judgment matters as may be appropriate under court rules or as set forth in this Settlement. Plaintiff will submit a proposed judgment in conformity with this Agreement to be entered by the Court, which shall constitute a final and binding resolution of the claims in the Action.

8. **Amendment or Modification.** This Settlement may be amended or modified only by a written instrument, signed by either the Parties or their successors-in-interest or counsel for all Parties.

9. **Authorization to Enter into Settlement.** Counsel for all Parties warrant and represent that they are expressly authorized by the Parties whom they represent to negotiate this Settlement and to take all appropriate action required or permitted to be taken by such Parties pursuant to this Settlement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Settlement. The Parties and their counsel will cooperate with each other and use their best efforts to effect the implementation of the Settlement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties may seek the assistance of the Court to resolve such disagreement.

10. **Execution and Counterparts.** This Settlement is subject only to the execution of all Parties. However, the Settlement may be executed in one or more counterparts. All executed counterparts, and each of them, including facsimile and scanned copies of the signature page, will be deemed to be one and the same instrument provided that counsel for the Parties will exchange among themselves original signed counterparts.

11. **Acknowledgement that the Settlement is Fair and Reasonable.** The Parties believe this Settlement is a fair, adequate and reasonable settlement of the Action, and have arrived at this Settlement after arms-length negotiations by experienced counsel and with the assistance of an experienced mediator. The Parties further acknowledge that they are each represented by competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness and reasonableness of this Settlement.

12. **Invalidity of Any Provision.** Before declaring any provision of this Settlement invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible consistent with applicable precedents, so as to define all provisions of this Settlement valid and enforceable.

13. **Severability.** If any term or provision of this Settlement is held to be invalid or unenforceable, the remaining portions of this Settlement will continue to be valid and will be performed, construed and enforced to the fullest extent permitted by law, and the invalid or

unenforceable term will be deemed amended and limited in accordance with the intent of the Parties, as determined from the face of the Agreement, to the extent necessary to permit the maximum enforceability or validation of the term or provision.

14. **Waiver.** No waiver of any condition or covenant contained in this Settlement or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute a further waiver by such Party of the same or any other condition, covenant, right or remedy.

15. **Enforcement Action.** In the event that one or more of the Parties institutes any legal action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement or to declare rights and/or obligations under this Settlement, the successful Party or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement actions. In any proceeding to enforce the terms of this Agreement, the Parties may disclose the terms of this Agreement to the extent necessary to enforce the Agreement, but shall make all efforts to preserve the confidentiality of this Agreement, including but not limited to filing the relevant provisions of the Agreement and/or discussion of these terms under seal or conditionally under seal to the fullest extent appropriate and possible.

16. **Representation by Counsel.** The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Settlement, and this Settlement has been executed with the consent and advice of counsel and reviewed in full.

17. **Binding Agreement.** The Parties warrant that they understand and have full authority to enter into this Settlement, and further intend that this Settlement will be fully enforceable and binding on all Parties and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms under California Code of Civil Procedure section 664.6 and any other applicable statute or law, notwithstanding any mediation confidentiality provisions that otherwise might apply under federal or state law.

18. **Denial of Liability.** The Parties expressly recognize that the making of this Settlement does not in any way constitute an admission or concession of wrongdoing on the part of Defendant. Nothing in this Settlement, nor any action taken in implementation thereof, nor any statements, discussions or communications, nor any materials prepared, exchanged, issued or used during the course of this Action, is intended by the Parties to, nor will any of the foregoing constitute, be introduced, be used or be admissible in any way in any other judicial, arbitral, administrative, investigative or other forum or proceeding, as evidence of any violation of any federal, state or local law, statute, ordinance, regulation, rule or executive order, or any obligation or duty at law or in equity. Notwithstanding the foregoing, this Settlement may be used in any Court proceeding that has as its purpose the interpretation, implementation or enforcement of the Settlement or any orders or judgments of the Court entered into in connection therewith.

IN WITNESS THEREOF, the Parties each acknowledge that they have read the foregoing Settlement, accept and agree to the provisions contained in this Settlement and hereby execute it voluntarily and with full understanding of its consequences.

Dated: _____

Jamie Bridges, Plaintiff

Dated: _____

Premier Nissan of San Jose, LLC, Defendant

By: _____

Its: _____

EXHIBIT 3

EXHIBIT 4

Time, Fees and Expenses

for Jamie Bridges - Employment Claim - Premier Nissan of San Jose, LLC | Duhon

Time and Fee entries

Date	Activity	Description	Staff	Duration	Rate	Billable?	Write Off?	Status	Total
7/21/2023		Respondent's Initial Disclosures reviewed	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
7/21/2023		Settlement Agreement (Final) - signed Bridges reviewed	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
7/21/2023		Memo edited - Continued Arb. Hearing	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
7/21/2023		2 emails sent/reviewed regarding Jamie Bridges v. Premier Nissan of San Jose, LLC and Troy Duhon	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
7/21/2023		Instructions for Remote Appearances reviewed	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
7/21/2023		2 emails sent/reviewed regarding Bridges v. Premier Nissan of San Jose, LLC, et al. (22CV394491) - setting hearing date	Yesenia L. Rodriguez	0.20	\$350.00	True	No	-	\$70.00
7/21/2023		Plaintiff's Motion for PAGA Approval created, then edited	Yesenia L. Rodriguez	3.50	\$350.00	True	No	-	\$1,225.00
7/21/2023		Claimant's Mediation Brief reviewed	Yesenia L. Rodriguez	0.30	\$350.00	True	No	-	\$105.00
7/21/2023		PAGA Complaint (Conformed) reviewed	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
7/21/2023		Premier's Initial Disclosure Docs, Bates nos. Premier_000001-Premier_000386 (Redacted) (Bridges) reviewed	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
7/21/2023		PAGA Notice to Defendants 10.26.21 reviewed	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
7/20/2023		2 emails sent/reviewed regarding Bridges v. Premier Nissan of San Jose, LLC, et al. (22CV394491) - setting hearing date	Yesenia L. Rodriguez	0.60	\$350.00	True	No	-	\$210.00
7/20/2023		1 email sent/reviewed regarding Ben Carney +1 858-597-9608 (Account:(877) 265-8084)	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
7/17/2023		Bridges v. Premier - PAGA Settlement Agreement (final) - signed reviewed	Kelly M. Hatfield	0.10	\$350.00	True	No	-	\$35.00
7/13/2023		Claimant's Mediation Brief reviewed	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
7/10/2023		Claimant's Initial Disclosures edited	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
6/27/2023		Claimant's Mediation Brief edited	Yesenia L. Rodriguez	0.40	\$350.00	True	No	-	\$140.00

6/23/2023		Bridges v. Premier - PAGA Settlement Agreement(YLR edits) reviewed	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
6/21/2023		Joint CMS reviewed	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
5/31/2023		Notice of Settlement reviewed	Yesenia L. Rodriguez	0.20	\$350.00	True	No	-	\$70.00
5/26/2023		2 internal messages sent/reviewed	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
5/24/2023		1 email sent/reviewed regarding Settlement disbursement	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
5/22/2023		3 internal messages sent/reviewed	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
5/18/2023		3 emails sent/reviewed regarding Bridges v. Premier Nissan of San Jose, LLC, et al. (22CV394491) - setting hearing date	Yesenia L. Rodriguez	0.70	\$350.00	True	No	-	\$245.00
5/18/2023		1 email sent/reviewed regarding Ben Carney +1 858-597-9608 (Account:(877) 265-8084)	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
5/18/2023		2 emails sent/reviewed regarding Jamie Bridges v. Premier Nissan of San Jose, LLC and Troy Duhon-notice of settlement	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
5/18/2023		2 emails sent/reviewed regarding Notification of Service for Case No. 22CV394491 (Bridges v. Premier Nissan of San Jose, LLC, et al. (PAGA))	Yesenia L. Rodriguez	0.30	\$350.00	True	No	-	\$105.00
5/16/2023		1 email sent/reviewed regarding eFiling accepted for Bridges v. Premier Nissan of San Jose, LLC (PAGA)	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
5/16/2023		Bridges v. Premier - PAGA Settlement Agreement (final) - signed reviewed	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
5/16/2023		Notice of Settlement edited	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
5/16/2023		Notice of Settlement edited and reviewed	Yesenia L. Rodriguez	0.90	\$350.00	True	No	-	\$315.00
5/16/2023		Joint CMS reviewed	Yesenia L. Rodriguez	0.20	\$350.00	True	No	-	\$70.00
5/16/2023		1 email sent/reviewed regarding Jamie Bridges v. Premier Nissan of San Jose, LLC and Troy Duhon-notice of settlement	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
5/8/2023		1 email sent/reviewed regarding Jamie Bridges v. Premier Nissan of San Jose, LLC and Troy Duhon-commission	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
5/8/2023		2 internal messages sent/reviewed	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
5/8/2023		\$22,500 Settlement Check to Jamie edited	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
5/5/2023		1 email sent/reviewed regarding Jamie Bridges v. Premier Nissan of San Jose, LLC and Troy Duhon-commission	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00

5/5/2023		1 email sent/reviewed regarding Jamie Bridges v. Premier Nissan of San Jose, LLC and Troy Duhon-settlement check	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
5/5/2023		1 email sent/reviewed regarding Jamie Bridges v. Premier Nissan of San Jose, LLC and Troy Duhon- PAGA settlement details	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
5/4/2023		3 emails sent/reviewed regarding Jamie Bridges v. Premier Nissan of San Jose, LLC and Troy Duhon-settlement check	Yesenia L. Rodriguez	0.30	\$350.00	True	No	-	\$105.00
5/4/2023		1 email sent/reviewed regarding Jamie Bridges	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
5/4/2023		3 internal messages sent/reviewed	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
5/4/2023		1 email sent/reviewed regarding Jamie Bridges v. Premier Nissan of San Jose, LLC and Troy Duhon-issues with settlement check	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
5/3/2023		1 email sent/reviewed regarding Check	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
5/3/2023		\$22,500 Settlement check to client reviewed	Yesenia L. Rodriguez	0.30	\$350.00	True	No	-	\$105.00
5/3/2023		1 email sent/reviewed regarding Jamie Bridges v. Premier Nissan of San Jose, LLC and Troy Duhon-issues with settlement check	Yesenia L. Rodriguez	0.20	\$350.00	True	No	-	\$70.00
5/2/2023		1 email sent/reviewed regarding Bridges v. Premier - PAGA Settlement Agreement (final) has been sent out for signature to jamiebridges7@gmail.com	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
5/2/2023		2 emails sent/reviewed regarding Jamie Bridges v. Premier Nissan of San Jose, LLC and Troy Duhon- PAGA settlement details	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
4/27/2023		1 email sent/reviewed regarding Bridges v. Premier - PAGA Settlement Agreement (final) between Pimentel Law, P.C. and Jamie Bridges is Signed and Filed!	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
4/27/2023		Bridges v. Premier - PAGA Settlement Agreement (final) reviewed	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
4/27/2023		3 emails sent/reviewed regarding Jamie Bridges v. Premier Nissan of San Jose, LLC and Troy Duhon- PAGA settlement details	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
4/27/2023		1 email sent/reviewed regarding Bridges v. Premier - PAGA Settlement Agreement (final) has been sent out for signature to jamiebridges7@gmail.com	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
4/27/2023		Bridges v. Premier - PAGA Settlement Agreement(YLR edits) edited	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00

4/27/2023		1 email sent/reviewed regarding Jamie Bridges v. Premier Nissan of San Jose, LLC and Troy Duhon-PAGA Settlement Agreement	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
4/26/2023		PAGA Complaint (Conformed) reviewed	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
4/26/2023		2 emails sent/reviewed regarding Jamie Bridges v. Premier Nissan of San Jose, LLC and Troy Duhon-disbursement summary	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
4/26/2023		Disbursement Summary (1) - signed reviewed	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
4/26/2023		Bridges v. Premier - PAGA Settlement Agreement(YLR edits) edited	Yesenia L. Rodriguez	0.50	\$350.00	True	No	-	\$175.00
4/26/2023		1 email sent/reviewed regarding Jamie Bridges v. Premier Nissan of San Jose, LLC and Troy Duhon- PAGA settlement details	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
4/26/2023		5 emails sent/reviewed regarding Jamie Bridges v. Premier Nissan of San Jose, LLC and Troy Duhon-settlement check	Yesenia L. Rodriguez	0.50	\$350.00	True	No	-	\$175.00
4/25/2023		1 internal message sent/reviewed	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
4/25/2023		1 email sent/reviewed regarding Jamie Bridges v. Premier Nissan of San Jose, LLC and Troy Duhon-settlement check	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
4/24/2023		\$22,500 Settlement check to client edited	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
4/24/2023		2 internal messages sent/reviewed	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
4/21/2023		2 emails sent/reviewed regarding Settlement disbursement	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
4/21/2023		2 emails sent/reviewed regarding Jamie Bridges v. Premier Nissan of San Jose, LLC and Troy Duhon- PAGA settlement details	Yesenia L. Rodriguez	0.30	\$350.00	True	No	-	\$105.00
4/21/2023		9 internal messages sent/reviewed	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
4/20/2023		Email attachment reviewed - 20230413 TBD PAGA Administration Jasmine Baez - Fisher Phillips 201	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
4/20/2023		1 email sent/reviewed regarding Disbursement Summary (1) between Pimentel Law, P.C. and Jamie Bridges is Signed and Filed!	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
4/20/2023		2 emails sent/reviewed regarding Settlement disbursement	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00

4/20/2023		Email attachment reviewed - 20230412 TBD PAGA Administration Viktoria Baklan - Pimentel 201	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
4/20/2023		1 email sent/reviewed regarding PAGA administration - Quote	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
4/20/2023		4 internal messages sent/reviewed	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
4/20/2023		2 emails sent/reviewed regarding Jamie Bridges v. Premier Nissan of San Jose, LLC and Troy Duhon-disbursement summary	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
4/20/2023		5 emails sent/reviewed regarding Jamie Bridges v. Premier Nissan of San Jose, LLC and Troy Duhon- PAGA settlement details	Yesenia L. Rodriguez	0.60	\$350.00	True	No	-	\$210.00
4/20/2023		Email attachment reviewed - Bridges v. Premier - PAGA Settlement Agreement (46817113.1)	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
4/12/2023		5 internal messages sent/reviewed	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
4/12/2023		1 email sent/reviewed regarding PAGA administration - Quote	Yesenia L. Rodriguez	0.30	\$350.00	True	No	-	\$105.00
4/11/2023		3 internal messages sent/reviewed	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
4/11/2023		9 internal messages sent/reviewed	Yesenia L. Rodriguez	0.30	\$350.00	True	No	-	\$105.00
4/11/2023		Disbursement Summary reviewed	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
4/11/2023		1 email sent/reviewed regarding Jamie Bridges v. Premier Nissan of San Jose, LLC and Troy Duhon-disbursement summary	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
4/11/2023		Disbursement Summary edited	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
4/11/2023		1 email sent/reviewed regarding Jamie Bridges v. Premier Nissan of San Jose, LLC and Troy Duhon- PAGA settlement details	Yesenia L. Rodriguez	0.20	\$350.00	True	No	-	\$70.00
4/10/2023		2 internal messages sent/reviewed	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
4/10/2023		Disbursement Summary reviewed	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
4/7/2023		5 internal messages sent/reviewed	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
4/7/2023		2 emails sent/reviewed regarding Jamie Bridges v. Premier Nissan of San Jose, LLC and Troy Duhon- PAGA settlement details	Yesenia L. Rodriguez	0.20	\$350.00	True	No	-	\$70.00

4/7/2023		Bridges- PAGA MOU (final) - signed reviewed	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
4/7/2023		1 email sent/reviewed regarding Ben Carney +1 858-597-9608 (Account:(877) 265-8084)	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
4/7/2023		Disbursement Summary created	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
4/7/2023		PAGA Notice to LWDA reviewed	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
4/6/2023		3 internal messages sent/reviewed	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
4/6/2023		2 internal messages sent/reviewed	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
4/4/2023		1 internal message sent/reviewed	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
4/4/2023		4 internal messages sent/reviewed	Yesenia L. Rodriguez	0.20	\$350.00	True	No	-	\$70.00
4/4/2023		2 emails sent/reviewed regarding Jamie Bridges v. Premier Nissan of San Jose, LLC and Troy Duhon	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
4/3/2023		Fully Executed SA and MOU reviewed	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
4/3/2023		4 emails sent/reviewed regarding Jamie Bridges v. Premier Nissan of San Jose, LLC and Troy Duhon	Gabriel J. Pimentel	0.20	\$700.00	True	No	-	\$140.00
4/3/2023		3 internal messages sent/reviewed	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
3/28/2023		1 email sent/reviewed regarding Jamie Bridges v. Premier Nissan of San Jose, LLC and Troy Duhon-settlement check	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
3/27/2023		1 email sent/reviewed regarding Automatic reply: Jamie Bridges v. Premier Nissan of San Jose, LLC and Troy Duhon-request for dismissal	Yesenia L. Rodriguez	0.20	\$350.00	True	No	-	\$70.00
3/27/2023		1 email sent/reviewed regarding JAMS Access New Notifications	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
3/27/2023		1 email sent/reviewed regarding eFiling received by court for Jamie Bridges v. Premier Nissan of San Jose, LLC	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
3/27/2023		POS created	Yesenia L. Rodriguez	0.20	\$350.00	True	No	-	\$70.00
3/27/2023		POS edited	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
3/27/2023		Complaint (Conformed) reviewed	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
3/27/2023		2 emails sent/reviewed regarding Jamie Bridges v. Premier Nissan of San Jose, LLC and Troy Duhon-request for dismissal	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00

3/27/2023		Draft Request for Dismissal created	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
3/27/2023		4 emails sent/reviewed regarding Jamie Bridges v. Premier Nissan of San Jose, LLC and Troy Duhon	Yesenia L. Rodriguez	0.40	\$350.00	True	No	-	\$140.00
3/27/2023		1 email sent/reviewed regarding eFiling accepted for Jamie Bridges v. Premier Nissan of San Jose, LLC	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
3/27/2023		1 internal message sent/reviewed	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
3/27/2023		\$45,000 Settlement Check edited	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
3/27/2023		2 emails sent/reviewed regarding Jamie Bridges v. Premier Nissan of San Jose, LLC and Troy Duhon-settlement check	Yesenia L. Rodriguez	0.20	\$350.00	True	No	-	\$70.00
3/27/2023		1 email sent/reviewed regarding Jamie Bridges v. Premier Nissan of San Jose, LLC and Troy Duhon- settlement agreements	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
3/27/2023		Notice of Rescheduled CMC reviewed	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
3/27/2023		Correspondence re: settlement check created	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
3/27/2023		Settlement Agreement (Final) - signed Bridges reviewed	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
3/27/2023		Request for Dismissal created, then edited and reviewed	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
3/23/2023		1 email sent/reviewed regarding Jamie Bridges v. Premier Nissan of San Jose, LLC and Troy Duhon- settlement agreements	Yesenia L. Rodriguez	0.30	\$350.00	True	No	-	\$105.00
3/23/2023		Email attachment reviewed - Fully Executed SA and MOU	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
3/23/2023		Settlement Agreement (Final) - signed Bridges reviewed	Yesenia L. Rodriguez	0.20	\$350.00	True	No	-	\$70.00
3/15/2023		2 emails sent/reviewed regarding Jamie Bridges v. Premier Nissan of San Jose, LLC and Troy Duhon- settlement agreements	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
3/15/2023		Settlement Agreement (Final) - signed reviewed	Yesenia L. Rodriguez	0.20	\$350.00	True	No	-	\$70.00
3/15/2023		3 emails sent/reviewed regarding Signed agreement	Yesenia L. Rodriguez	0.40	\$350.00	True	No	-	\$140.00
3/13/2023		1 email sent/reviewed regarding JAMS Access New Notifications	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
3/6/2023		1 email sent/reviewed regarding Jamie Bridges v. Premier Nissan of San Jose, LLC and Troy Duhon	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00

3/6/2023		1 email sent/reviewed regarding Jamie Bridges v. Premier Nissan of San Jose, LLC and Troy Duhon- settlement agreements	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
2/27/2023		2 emails sent/reviewed regarding Signed agreement	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
2/22/2023		1 email sent/reviewed regarding Jamie Bridges v. Premier Nissan of San Jose, LLC and Troy Duhon	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
2/22/2023		1 email sent/reviewed regarding Settlement Agreement (Final) between Pimentel Law, P.C. and Jamie Bridges is Signed and Filed!	Yesenia L. Rodriguez	0.20	\$350.00	True	No	-	\$70.00
2/22/2023		1 email sent/reviewed regarding Settlement Agreement (Final) has been sent out for signature to jamiebridges7@gmail.com	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
2/21/2023		4 emails sent/reviewed regarding Jamie Bridges v. Premier Nissan of San Jose, LLC and Troy Duhon	Yesenia L. Rodriguez	0.50	\$350.00	True	No	-	\$175.00
2/21/2023		Settlement Agreement (Final) reviewed	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
2/21/2023		Bridges - Settlement Agreement Draft (Final 2.21.23)(46416273.1) edited	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
2/21/2023		Settlement Agreement (Final) reviewed	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
2/21/2023		1 email sent/reviewed regarding Jamie Bridges v. Premier Nissan of San Jose, LLC and Troy Duhon-settlement agreement	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
2/20/2023		1 email sent/reviewed regarding Jamie Bridges v. Premier Nissan of San Jose, LLC and Troy Duhon	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
2/15/2023		1 email sent/reviewed regarding JAMS Access New Notifications	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
2/14/2023		2 emails sent/reviewed regarding JAMS Access New Notifications	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
2/13/2023		1 email sent/reviewed regarding Jamie Bridges v. Premier Nissan of San Jose, LLC and Troy Duhon	Yesenia L. Rodriguez	0.20	\$350.00	True	No	-	\$70.00
2/7/2023		1 email sent/reviewed regarding Bridges, Jamie vs. Premier Nissan of San Jose, LLC, et al. - JAMS Ref No. 5220000421	Yesenia L. Rodriguez	0.20	\$350.00	True	No	-	\$70.00
2/7/2023		1 email sent/reviewed regarding Signed	Yesenia L. Rodriguez	0.30	\$350.00	True	No	-	\$105.00
2/7/2023		1 email sent/reviewed regarding Jamie Bridges v. Premier Nissan of San Jose, LLC and Troy Duhon-executed PAGA MOU	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00

2/7/2023		2 emails sent/reviewed regarding Jamie Bridges v. Premier Nissan of San Jose, LLC and Troy Duhon-mediation report	Yesenia L. Rodriguez	0.20	\$350.00	True	No	-	\$70.00
2/7/2023		W9 (flat) created	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
2/7/2023		1 email sent/reviewed regarding Bridges-PAGA MOU (final) between Pimentel Law, P.C. and Jamie Bridges is Signed and Filed!	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
2/7/2023		6 emails sent/reviewed regarding Jamie Bridges v. Premier Nissan of San Jose, LLC and Troy Duhon-W9	Yesenia L. Rodriguez	0.30	\$350.00	True	No	-	\$105.00
2/6/2023		Claimant's Mediation Brief reviewed	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
2/6/2023		1 email sent/reviewed regarding Jamie Bridges v. Premier Nissan of San Jose, LLC and Troy Duhon	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
2/6/2023		Bridges - Draft PAGA MOU(46173239.1) (46176912.1) edited	Yesenia L. Rodriguez	0.30	\$350.00	True	No	-	\$105.00
2/6/2023		1 email sent/reviewed regarding Jamie Bridges v. Premier Nissan of San Jose, LLC and Troy Duhon-W9	Yesenia L. Rodriguez	0.20	\$350.00	True	No	-	\$70.00
2/6/2023		Bridges - Draft Settlement Agreement Draft (YLR edits redlined) edited	Yesenia L. Rodriguez	0.70	\$350.00	True	No	-	\$245.00
2/6/2023		Bridges- PAGA MOU (final) reviewed	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
2/6/2023		1 email sent/reviewed regarding Jamie Bridges v. Premier Nissan of San Jose, LLC and Troy Duhon-joint CMS	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
2/6/2023		1 email sent/reviewed regarding JAMS Access New Notifications	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
2/6/2023		1 email sent/reviewed regarding Automatic reply: Jamie Bridges v. Premier Nissan of San Jose, LLC and Troy Duhon	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
2/6/2023		3 emails sent/reviewed regarding Bridges, Jamie vs. Premier Nissan of San Jose, LLC, et al. - JAMS Ref No. 5220000421	Yesenia L. Rodriguez	0.60	\$350.00	True	No	-	\$210.00
2/6/2023		draft W9 created	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
2/1/2023		Bridges - Draft PAGA MOU(46173239.1) (46176912.1) reviewed	Yesenia L. Rodriguez	0.20	\$350.00	True	No	-	\$70.00
2/1/2023		Claimant's Mediation Brief reviewed	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
2/1/2023		Draft Settlement Agreement reviewed	Yesenia L. Rodriguez	0.50	\$350.00	True	No	-	\$175.00
1/31/2023		Draft Settlement Agreement reviewed	Yesenia L. Rodriguez	0.20	\$350.00	True	No	-	\$70.00
1/30/2023		1 email sent/reviewed regarding JAMS Access New Notifications	Yesenia L. Rodriguez	0.20	\$350.00	True	No	-	\$70.00

1/30/2023		4 emails sent/reviewed regarding Jamie Bridges v. Premier Nissan of San Jose, LLC and Troy Duhon-joint CMS	Yesenia L. Rodriguez	0.40	\$350.00	True	No	-	\$140.00
1/30/2023		1 internal message sent/reviewed	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
1/30/2023		Email attachment reviewed - Bridges - Draft PAGA MOU(46173239.1) (46176912.1)	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
1/30/2023		Draft Settlement Agreement created	Yesenia L. Rodriguez	0.40	\$350.00	True	No	-	\$140.00
1/27/2023		Claimant's Mediation Brief reviewed	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
1/25/2023		Email attachment reviewed - Bridges - Draft Settlement Agreement Draft for Review(46176871.1)	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
1/25/2023		1 email sent/reviewed regarding Jamie Bridges v. Premier Nissan of San Jose, LLC and Troy Duhon-joint CMS	Yesenia L. Rodriguez	0.20	\$350.00	True	No	-	\$70.00
1/24/2023		Mediation w/ Steve Rottman (Zoom) attended	Yesenia L. Rodriguez	6.50	\$350.00	True	No	-	\$2,275.00
1/24/2023		2 emails sent/reviewed regarding Jamie Bridges +1 408-512-6470 (Account:(877) 265-8084)	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
1/24/2023		1 email sent/reviewed regarding JAMS Access New Notifications	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
1/24/2023		2 emails sent/reviewed regarding Lawsuit	Yesenia L. Rodriguez	0.20	\$350.00	True	No	-	\$70.00
1/24/2023		Mediation Exhibits reviewed	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
1/24/2023		2 emails sent/reviewed regarding Jamie Bridges v. Premier Nissan of San Jose, LLC and Troy Duhon-joint CMS	Yesenia L. Rodriguez	0.20	\$350.00	True	No	-	\$70.00
1/24/2023		Email attachment reviewed - Bridges - Draft PAGA MOU(46173239.1) (46176912.1)	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
1/24/2023		PAGA Notice to Defendants 10.26.21 reviewed	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
1/23/2023		Claimant's Mediation Brief reviewed	Gabriel J. Pimentel	0.20	\$700.00	True	No	-	\$140.00
1/23/2023		1 internal message sent/reviewed	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
1/23/2023		1 email sent/reviewed regarding Claimant's Mediation Brief	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
1/23/2023		1 internal message sent/reviewed	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
1/23/2023		Claimant's Mediation Brief reviewed	Yesenia L. Rodriguez	0.20	\$350.00	True	No	-	\$70.00

1/20/2023		1 internal message sent/reviewed	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
1/20/2023		Earnings Statements reviewed	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
1/20/2023		PAGA Notice to LWDA reviewed	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
1/20/2023		Claimant's Mediation Brief edited and reviewed	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
1/20/2023		Premier's Initial Disclosure Docs, Bates nos. Premier_000001-Premier_000386 (Redacted) (Bridges) edited and reviewed	Yesenia L. Rodriguez	0.20	\$350.00	True	No	-	\$70.00
1/20/2023		2 emails sent/reviewed regarding Claimant's Mediation Brief	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
1/20/2023		Text withdrawing client from Nissan Virtual Academy 04.11.21 reviewed	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
1/20/2023		Claimant's Mediation Brief edited	Yesenia L. Rodriguez	2.80	\$350.00	True	No	-	\$980.00
1/20/2023		PAGA Notice to LWDA reviewed	Yesenia L. Rodriguez	0.20	\$350.00	True	No	-	\$70.00
1/19/2023		2 internal messages sent/reviewed	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
1/19/2023		Document Production reviewed	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
1/19/2023		6 internal messages sent/reviewed	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
1/19/2023		Demand for Arbitration reviewed	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
1/19/2023		Order re Motion to Consolidate Matters and-or Stay Proceedings reviewed	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
1/19/2023		PAGA Notice to Defendants 10.26.21 reviewed	Yesenia L. Rodriguez	0.20	\$350.00	True	No	-	\$70.00
1/19/2023		Premier's Initial Disclosure Docs, Bates nos. Premier_000001-Premier_000386 (Redacted) (Bridges) edited and reviewed	Yesenia L. Rodriguez	0.40	\$350.00	True	No	-	\$140.00
1/19/2023		Earnings Statements reviewed	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
1/19/2023		PAGA Complaint (Conformed) reviewed	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
1/19/2023		Claimant's Initial Disclosures reviewed	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
1/19/2023		Claimant's Mediation Brief edited	Yesenia L. Rodriguez	3.50	\$350.00	True	No	-	\$1,225.00
1/19/2023		NTC of Entry of Order, _FILED 2-15-22 with eservice via OneLegal (Bridges v. Premier)(43117911.1) reviewed	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
1/19/2023		3 emails sent/reviewed regarding Lawsuit	Yesenia L. Rodriguez	0.20	\$350.00	True	No	-	\$70.00

1/18/2023		1 email sent/reviewed regarding Jamie Bridges v. Premier Nissan of San Jose, LLC and Troy Duhon	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
1/17/2023		Call w/ client (Telephonic) attended	Yesenia L. Rodriguez	2.00	\$350.00	True	No	-	\$700.00
1/17/2023		Snap-On Tools Transaction History reviewed	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
1/17/2023		Text withdrawing client from Nissan Virtual Academy 04.11.21 reviewed	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
1/17/2023		PAGA Complaint (Conformed) reviewed	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
1/17/2023		Premier's Initial Disclosure Docs, Bates nos. Premier_000001-Premier_000386 (Redacted) (Bridges) reviewed	Yesenia L. Rodriguez	0.80	\$350.00	True	No	-	\$280.00
1/17/2023		1 email sent/reviewed regarding Jamie Bridges v. Premier Nissan of San Jose, LLC and Troy Duhon-mediation link	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
1/17/2023		2 emails sent/reviewed regarding Jamie Bridges v. Premier Nissan of San Jose, LLC and Troy Duhon	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
1/16/2023		2 emails sent/reviewed regarding Jamie Bridges v. Premier Nissan of San Jose, LLC and Troy Duhon-schedule meeting	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
1/13/2023		1 email sent/reviewed regarding Jamie Bridges v. Premier Nissan of San Jose, LLC and Troy Duhon-schedule meeting	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
1/11/2023		1 email sent/reviewed regarding Jamie Bridges v. Premier Nissan of San Jose, LLC and Troy Duhon	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
1/6/2023		Complaint (Conformed) reviewed	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
1/6/2023		Premier's Initial Disclosure Docs, Bates nos. Premier_000001-Premier_000386 (Redacted) (Bridges) reviewed	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
1/6/2023		Claimant's Initial Disclosures reviewed	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
1/6/2023		1 email sent/reviewed regarding Jamie Bridges v. Premier Nissan of San Jose, LLC and Troy Duhon	Yesenia L. Rodriguez	0.20	\$350.00	True	No	-	\$70.00
1/6/2023		Memo reviewed - Continued Arb. Hearing	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
1/6/2023		1 email sent/reviewed regarding Jamie Bridges v. Premier Nissan of San Jose, LLC and Troy Duhon-joint CMS	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
1/6/2023		PAGA Complaint (Conformed) reviewed	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
1/6/2023		Mediation Disclosure reviewed	Yesenia L. Rodriguez	0.20	\$350.00	True	No	-	\$70.00

1/6/2023		Bridges - Notice of Related Case reviewed	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
1/5/2023		1 email sent/reviewed regarding JAMS Access New Notifications	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
12/21/2022		Joint CMS reviewed	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
12/8/2022		1 email sent/reviewed regarding JAMS Access New Notifications	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
12/7/2022		2 emails sent/reviewed regarding JAMS Access New Notifications	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
12/7/2022		2 emails sent/reviewed regarding Notification of Service for Case No. 22CV394491 (Bridges v. Premier Nissan of San Jose, LLC, et al. (PAGA))	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
12/2/2022		1 email sent/reviewed regarding JAMS Access New Notifications	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
11/30/2022		1 email sent/reviewed regarding JAMS Access New Notifications	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
11/22/2022		1 email sent/reviewed regarding Mediation Disclosure has been sent out for signature to jamiebridges7@gmail.com	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
11/21/2022		1 email sent/reviewed regarding Mediation Disclosure between Pimentel Law, P.C. and Jamie bridges is Signed and Filed!	Yesenia L. Rodriguez	0.20	\$350.00	True	No	-	\$70.00
11/21/2022		Mediation Disclosure created	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
11/21/2022		Email attachment reviewed - Mediation Disclosure - signed	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
11/21/2022		1 email sent/reviewed regarding Mediation Disclosure has been sent out for signature to jamiebridges7@gmail.com	Yesenia L. Rodriguez	0.20	\$350.00	True	No	-	\$70.00
11/21/2022		Mediation Disclosure reviewed	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
11/21/2022		1 email sent/reviewed regarding Jamie Bridges v. Premier Nissan of San Jose, LLC and Troy Duhon-scheduled mediation	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
11/21/2022		1 email sent/reviewed regarding Status	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
11/15/2022		1 email sent/reviewed regarding Strawn v. Bridgestone Retail Operations, LLC-Declaration	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
10/17/2022		1 email sent/reviewed regarding Notification of Service for Case No. 22CV394491 (Bridges v. Premier Nissan of San Jose, LLC, et al. (PAGA))	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
10/12/2022		Email attachment reviewed - Joint CMS (45389946.2)	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00

10/12/2022		3 emails sent/reviewed regarding Jamie Bridges v. Premier Nissan of San Jose, LLC and Troy Duhon-joint CMS	Yesenia L. Rodriguez	0.20	\$350.00	True	No	-	\$70.00
10/12/2022		1 email sent/reviewed regarding Bridges v Premier Nissan of San Jose, LLC, et al// Defendants' Answers and Joint CMS	Yesenia L. Rodriguez	0.20	\$350.00	True	No	-	\$70.00
10/12/2022		Joint CMS created, then edited and reviewed	Yesenia L. Rodriguez	0.30	\$350.00	True	No	-	\$105.00
10/12/2022		Complaint reviewed	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
10/12/2022		Joint CMS reviewed	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
10/10/2022		Draft Case Management Statement created	Yesenia L. Rodriguez	0.40	\$350.00	True	No	-	\$140.00
10/10/2022		1 email sent/reviewed regarding Jamie Bridges v. Premier Nissan of San Jose, LLC and Troy Duhon-joint CMS	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
10/10/2022		Notice of Further CMC (PAGA) reviewed	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
9/13/2022		1 email sent/reviewed regarding JAMS Access New Notifications	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
9/12/2022		Disclosures re: Selected as Arb in New Matter created	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
9/12/2022		1 email sent/reviewed regarding JAMS Access New Notifications	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
9/6/2022		1 email sent/reviewed regarding Bridges v. Premier Chevrolet of Buena Park, LLC, et al.	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
9/6/2022		1 email sent/reviewed regarding Silva v. Premier Chevrolet of Buena Park, LLC, et al.	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
9/6/2022		Silva - Notice of Related Case created	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
9/6/2022		Email attachment reviewed - Bridges - Notice of Related Case	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
7/26/2022		1 email sent/reviewed regarding JAMS Access New Notifications	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
7/19/2022		2 emails sent/reviewed regarding Notification of Service for Case No. 22CV394491 (Bridges v. Premier Nissan of San Jose, LLC, et al. (PAGA))	Yesenia L. Rodriguez	0.50	\$350.00	True	No	-	\$175.00
7/19/2022		Notice of Further CMC created	Yesenia L. Rodriguez	0.10	\$350.00	True	No	-	\$35.00
7/12/2022		Services provided on 7/12/2022	Yesenia L. Rodriguez	1.10	\$275.00	True	No	-	\$302.50
7/11/2022		Services provided on 7/11/2022	Yesenia L. Rodriguez	2.50	\$275.00	True	No	-	\$687.50

7/10/2022		Services provided on 7/10/2022	Yesenia L. Rodriguez	0.10	\$275.00	True	No	-	\$27.50
7/8/2022		Services provided on 7/8/2022	Yesenia L. Rodriguez	0.20	\$275.00	True	No	-	\$55.00
7/7/2022		Services provided on 7/7/2022	Yesenia L. Rodriguez	0.40	\$275.00	True	No	-	\$110.00
7/6/2022		Services provided on 7/6/2022	Yesenia L. Rodriguez	1.20	\$275.00	True	No	-	\$330.00
7/5/2022		Services provided on 7/5/2022	Yesenia L. Rodriguez	0.50	\$275.00	True	No	-	\$137.50
7/1/2022		Services provided on 7/1/2022	Yesenia L. Rodriguez	0.20	\$275.00	True	No	-	\$55.00
6/29/2022		Services provided on 6/29/2022	Yesenia L. Rodriguez	0.20	\$275.00	True	No	-	\$55.00
6/28/2022		Services provided on 6/28/2022	Yesenia L. Rodriguez	0.70	\$275.00	True	No	-	\$192.50
6/24/2022		Services provided on 6/24/2022	Yesenia L. Rodriguez	0.30	\$275.00	True	No	-	\$82.50
6/23/2022		Services provided on 6/23/2022	Yesenia L. Rodriguez	0.20	\$275.00	True	No	-	\$55.00
6/21/2022		3 internal messages sent/reviewed	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
6/21/2022		Services provided on 6/21/2022	Yesenia L. Rodriguez	0.20	\$275.00	True	No	-	\$55.00
6/15/2022		Services provided on 6/15/2022	Yesenia L. Rodriguez	0.20	\$275.00	True	No	-	\$55.00
6/10/2022		Services provided on 6/10/2022	Yesenia L. Rodriguez	0.30	\$275.00	True	No	-	\$82.50
6/9/2022		Services provided on 6/9/2022	Yesenia L. Rodriguez	0.90	\$275.00	True	No	-	\$247.50
6/7/2022		Services provided on 6/7/2022	Yesenia L. Rodriguez	0.50	\$275.00	True	No	-	\$137.50
5/31/2022		Services provided on 5/31/2022	Yesenia L. Rodriguez	0.70	\$275.00	True	No	-	\$192.50
5/27/2022		Services provided on 5/27/2022	Yesenia L. Rodriguez	0.20	\$275.00	True	No	-	\$55.00
5/26/2022		Services provided on 5/26/2022	Yesenia L. Rodriguez	0.20	\$275.00	True	No	-	\$55.00
5/24/2022		Services provided on 5/24/2022	Yesenia L. Rodriguez	0.10	\$275.00	True	No	-	\$27.50
5/19/2022		Services provided on 5/19/2022	Yesenia L. Rodriguez	0.10	\$275.00	True	No	-	\$27.50
5/17/2022		Services provided on 5/17/2022	Yesenia L. Rodriguez	0.90	\$275.00	True	No	-	\$247.50
5/16/2022		Services provided on 5/16/2022	Yesenia L. Rodriguez	0.10	\$275.00	True	No	-	\$27.50
5/9/2022		Services provided on 5/9/2022	Yesenia L. Rodriguez	0.50	\$275.00	True	No	-	\$137.50

5/6/2022		Services provided on 5/6/2022	Yesenia L. Rodriguez	1.00	\$275.00	True	No	-	\$275.00
5/3/2022		Services provided on 5/3/2022	Yesenia L. Rodriguez	0.60	\$275.00	True	No	-	\$165.00
4/29/2022		1 internal message sent/reviewed	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
4/29/2022		Services provided on 4/29/2022	Yesenia L. Rodriguez	0.20	\$275.00	True	No	-	\$55.00
4/28/2022		3 internal messages sent/reviewed	Gabriel J. Pimentel	0.20	\$700.00	True	No	-	\$140.00
4/28/2022		Services provided on 4/28/2022	Yesenia L. Rodriguez	1.10	\$275.00	True	No	-	\$302.50
4/27/2022		Services provided on 4/27/2022	Yesenia L. Rodriguez	0.50	\$275.00	True	No	-	\$137.50
4/26/2022		Services provided on 4/26/2022	Yesenia L. Rodriguez	0.50	\$275.00	True	No	-	\$137.50
4/25/2022		2 internal messages sent/reviewed	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
4/25/2022		Services provided on 4/25/2022	Yesenia L. Rodriguez	1.40	\$275.00	True	No	-	\$385.00
4/22/2022		Services provided on 4/22/2022	Yesenia L. Rodriguez	0.20	\$275.00	True	No	-	\$55.00
4/21/2022		Services provided on 4/21/2022	Yesenia L. Rodriguez	0.20	\$275.00	True	No	-	\$55.00
4/20/2022		Services provided on 4/20/2022	Yesenia L. Rodriguez	0.70	\$275.00	True	No	-	\$192.50
4/19/2022		Services provided on 4/19/2022	Yesenia L. Rodriguez	0.20	\$275.00	True	No	-	\$55.00
4/18/2022		Services provided on 4/18/2022	Yesenia L. Rodriguez	0.40	\$275.00	True	No	-	\$110.00
4/14/2022		Services provided on 4/14/2022	Yesenia L. Rodriguez	0.10	\$275.00	True	No	-	\$27.50
4/13/2022		Services provided on 4/13/2022	Yesenia L. Rodriguez	0.20	\$275.00	True	No	-	\$55.00
4/5/2022		Services provided on 4/5/2022	Yesenia L. Rodriguez	0.30	\$275.00	True	No	-	\$82.50
3/31/2022		Services provided on 3/31/2022	Yesenia L. Rodriguez	0.20	\$275.00	True	No	-	\$55.00
3/29/2022		4 internal messages sent/reviewed	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
3/29/2022		Arbitrator Disclosures reviewed	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
3/29/2022		Services provided on 3/29/2022	Yesenia L. Rodriguez	0.50	\$275.00	True	No	-	\$137.50
3/23/2022		Services provided on 3/23/2022	Yesenia L. Rodriguez	0.10	\$275.00	True	No	-	\$27.50

3/22/2022		3 emails sent/reviewed regarding Jamie Bridges v. Premier Nissan of San Jose, LLC and Troy Duhon	Gabriel J. Pimentel	0.20	\$700.00	True	No	-	\$140.00
3/22/2022		Services provided on 3/22/2022	Yesenia L. Rodriguez	0.10	\$275.00	True	No	-	\$27.50
3/21/2022		Services provided on 3/21/2022	Yesenia L. Rodriguez	0.50	\$275.00	True	No	-	\$137.50
3/18/2022		1 internal message sent/reviewed	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
3/18/2022		Services provided on 3/18/2022	Yesenia L. Rodriguez	0.30	\$275.00	True	No	-	\$82.50
3/17/2022		3 internal messages sent/reviewed	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
3/17/2022		1 email sent/reviewed regarding Bridges, Jamie vs. Premier Nissan of San Jose, LLC, et al. - JAMS Ref No. 5220000421	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
3/17/2022		Services provided on 3/17/2022	Yesenia L. Rodriguez	0.20	\$275.00	True	No	-	\$55.00
3/15/2022		Services provided on 3/15/2022	Yesenia L. Rodriguez	0.20	\$275.00	True	No	-	\$55.00
3/4/2022		Services provided on 3/4/2022	Yesenia L. Rodriguez	0.10	\$275.00	True	No	-	\$27.50
3/3/2022		Services provided on 3/3/2022	Yesenia L. Rodriguez	0.10	\$275.00	True	No	-	\$27.50
3/2/2022		Services provided on 3/2/2022	Yesenia L. Rodriguez	0.70	\$275.00	True	No	-	\$192.50
2/28/2022		PAGA Notice to LWDA reviewed	Gabriel J. Pimentel	0.20	\$700.00	True	No	-	\$140.00
2/28/2022		Matter admin	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
2/25/2022		Services provided on 2/25/2022	Yesenia L. Rodriguez	0.10	\$275.00	True	No	-	\$27.50
2/23/2022		Services provided on 2/23/2022	Yesenia L. Rodriguez	0.50	\$275.00	True	No	-	\$137.50
2/22/2022		Services provided on 2/22/2022	Yesenia L. Rodriguez	0.30	\$275.00	True	No	-	\$82.50
2/18/2022		1 email sent/reviewed regarding JAMS Access New Notifications	Gabriel J. Pimentel	0.20	\$700.00	True	No	-	\$140.00
2/18/2022		2 emails sent/reviewed regarding Bridges, Jamie vs. Premier Nissan of San Jose, LLC, et al. - JAMS Ref No. 5220000421	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
2/18/2022		Services provided on 2/18/2022	Yesenia L. Rodriguez	1.00	\$275.00	True	No	-	\$275.00
2/17/2022		Draft Summons (PAGA) edited	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
2/17/2022		1 email sent/reviewed regarding JAMS Access New Notifications	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00

2/17/2022		5 internal messages sent/reviewed	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
2/17/2022		PAGA Complaint edited	Gabriel J. Pimentel	0.30	\$700.00	True	No	-	\$210.00
2/17/2022		Draft Civil Case Cover Sheet (PAGA) edited and reviewed	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
2/17/2022		Memo reviewed - Initial Intake	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
2/17/2022		Services provided on 2/17/2022	Yesenia L. Rodriguez	1.70	\$275.00	True	No	-	\$467.50
2/15/2022		Services provided on 2/15/2022	Yesenia L. Rodriguez	0.10	\$275.00	True	No	-	\$27.50
2/11/2022		9 internal messages sent/reviewed	Gabriel J. Pimentel	0.20	\$700.00	True	No	-	\$140.00
2/11/2022		Services provided on 2/11/2022	Yesenia L. Rodriguez	1.50	\$275.00	True	No	-	\$412.50
2/7/2022		Services provided on 2/7/2022	Yesenia L. Rodriguez	0.10	\$275.00	True	No	-	\$27.50
2/4/2022		1 email sent/reviewed regarding Bridges v. Premier, et al - Joint Stip and Proposed Order	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
2/4/2022		Services provided on 2/4/2022	Yesenia L. Rodriguez	0.50	\$275.00	True	No	-	\$137.50
2/3/2022		5 internal messages sent/reviewed	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
2/3/2022		Services provided on 2/3/2022	Yesenia L. Rodriguez	1.00	\$275.00	True	No	-	\$275.00
2/2/2022		3 internal messages sent/reviewed	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
2/2/2022		ee_A4IF_1437321_CA Arbitration Agreement reviewed	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
2/2/2022		Services provided on 2/2/2022	Yesenia L. Rodriguez	0.80	\$275.00	True	No	-	\$220.00
2/1/2022		JT Stip to Arb and (Proposed) Order (Bridges v. Premier Nissan of San Jose LLC) (F&P redlines)(43002152.1) edited	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
2/1/2022		2 internal messages sent/reviewed	Gabriel J. Pimentel	0.20	\$700.00	True	No	-	\$140.00
2/1/2022		Services provided on 2/1/2022	Yesenia L. Rodriguez	0.30	\$275.00	True	No	-	\$82.50
1/28/2022		Services provided on 1/28/2022	Yesenia L. Rodriguez	0.30	\$275.00	True	No	-	\$82.50
1/27/2022		2 internal messages sent/reviewed	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
1/27/2022		JT Stip to Arb and (Proposed) Order (Bridges v. Premier Nissan of San Jose, LLC) edited	Gabriel J. Pimentel	0.20	\$700.00	True	No	-	\$140.00

1/27/2022		Services provided on 1/27/2022	Yesenia L. Rodriguez	0.30	\$275.00	True	No	-	\$82.50
1/26/2022		Services provided on 1/26/2022	Yesenia L. Rodriguez	0.10	\$275.00	True	No	-	\$27.50
1/25/2022		Services provided on 1/25/2022	Yesenia L. Rodriguez	0.60	\$275.00	True	No	-	\$165.00
1/15/2022		3 internal messages sent/reviewed	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
1/14/2022		Services provided on 1/14/2022	Yesenia L. Rodriguez	0.10	\$275.00	True	No	-	\$27.50
1/13/2022		Services provided on 1/13/2022	Yesenia L. Rodriguez	0.30	\$275.00	True	No	-	\$82.50
1/12/2022		7 internal messages sent/reviewed	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
1/12/2022		Services provided on 1/12/2022	Yesenia L. Rodriguez	0.10	\$275.00	True	No	-	\$27.50
1/11/2022		16 internal messages sent/reviewed	Gabriel J. Pimentel	0.20	\$700.00	True	No	-	\$140.00
1/11/2022		\$114.66 invoice Signal Attorney Service created	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
1/11/2022		POS Summons & Complaint Premier Nissan of San Jose, LLC edited	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
1/11/2022		Services provided on 1/11/2022	Yesenia L. Rodriguez	0.80	\$275.00	True	No	-	\$220.00
1/10/2022		Services provided on 1/10/2022	Yesenia L. Rodriguez	0.30	\$275.00	True	No	-	\$82.50
1/6/2022		4 internal messages sent/reviewed	Gabriel J. Pimentel	0.20	\$700.00	True	No	-	\$140.00
1/6/2022		ee_A4IF_1437321_CA Arbitration Agreement reviewed	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
1/6/2022		Services provided on 1/6/2022	Yesenia L. Rodriguez	0.40	\$275.00	True	No	-	\$110.00
1/4/2022		2 internal messages sent/reviewed	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
1/4/2022		Services provided on 1/4/2022	Yesenia L. Rodriguez	0.50	\$275.00	True	No	-	\$137.50
1/3/2022		Services provided on 1/3/2022	Yesenia L. Rodriguez	0.10	\$275.00	True	No	-	\$27.50
12/29/2021		Services provided on 12/29/2021	Yesenia L. Rodriguez	0.30	\$275.00	True	No	-	\$82.50
12/28/2021		Services provided on 12/28/2021	Yesenia L. Rodriguez	0.30	\$275.00	True	No	-	\$82.50
12/27/2021		4 internal messages sent/reviewed	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
12/27/2021		Services provided on 12/27/2021	Yesenia L. Rodriguez	1.30	\$275.00	True	No	-	\$357.50
12/23/2021		Services provided on 12/23/2021	Yesenia L. Rodriguez	0.10	\$275.00	True	No	-	\$27.50

12/14/2021		Services provided on 12/14/2021	Yesenia L. Rodriguez	0.40	\$275.00	True	No	-	\$110.00
12/13/2021		Services provided on 12/13/2021	Yesenia L. Rodriguez	0.10	\$275.00	True	No	-	\$27.50
11/29/2021		3 internal messages sent/reviewed	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
11/29/2021		Services provided on 11/29/2021	Yesenia L. Rodriguez	0.80	\$275.00	True	No	-	\$220.00
11/24/2021		2 internal messages sent/reviewed	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
11/24/2021		Services provided on 11/24/2021	Yesenia L. Rodriguez	0.60	\$275.00	True	No	-	\$165.00
11/23/2021		Services provided on 11/23/2021	Yesenia L. Rodriguez	0.80	\$275.00	True	No	-	\$220.00
11/2/2021		Services provided on 11/2/2021	Yesenia L. Rodriguez	0.10	\$275.00	True	No	-	\$27.50
10/28/2021		Draft Summons edited	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
10/28/2021		Complaint reviewed	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
10/28/2021		1 internal message sent/reviewed	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
10/28/2021		Draft Civil Case Cover Sheet edited and reviewed	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
10/28/2021		Services provided on 10/28/2021	Yesenia L. Rodriguez	1.60	\$275.00	True	No	-	\$440.00
10/27/2021		Complaint edited	Gabriel J. Pimentel	0.90	\$700.00	True	No	-	\$630.00
10/27/2021		1 internal message sent/reviewed	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
10/27/2021		Services provided on 10/27/2021	Yesenia L. Rodriguez	3.80	\$275.00	True	No	-	\$1,045.00
10/26/2021		2 internal messages sent/reviewed	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
10/26/2021		Services provided on 10/26/2021	Yesenia L. Rodriguez	2.70	\$275.00	True	No	-	\$742.50
10/25/2021		PAGA Notice to LWDA edited	Gabriel J. Pimentel	0.60	\$700.00	True	No	-	\$420.00
10/25/2021		Memo reviewed - Initial Intake	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
10/25/2021		Matter admin	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
10/25/2021		3 internal messages sent/reviewed	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
10/25/2021		Services provided on 10/25/2021	Yesenia L. Rodriguez	2.60	\$275.00	True	No	-	\$715.00
10/11/2021		Memo edited - Witness List	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00

10/7/2021		Memo created - Witness List	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
10/7/2021		6 emails sent/reviewed regarding Beginning the lawsuit	Gabriel J. Pimentel	0.30	\$700.00	True	No	-	\$210.00
10/6/2021		Matter admin	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
10/6/2021		2 emails sent/reviewed regarding Beginning the lawsuit	Gabriel J. Pimentel	0.20	\$700.00	True	No	-	\$140.00
10/6/2021		Memo reviewed - Initial Intake	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
10/6/2021		Earnings Statements reviewed	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
6/9/2021		Matter admin	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
6/9/2021		5 emails sent/reviewed regarding Jamie Bridges v. Premier Nissan of San Jose, LLC	Gabriel J. Pimentel	0.30	\$700.00	True	No	-	\$210.00
6/7/2021		2 emails sent/reviewed regarding Jamie Bridges v. Premier Nissan of San Jose, LLC	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
6/7/2021		Termination Paperwork reviewed	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
6/1/2021		3 emails sent/reviewed regarding Jamie Bridges v. Premier Nissan of San Jose, LLC	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
5/25/2021		2 emails sent/reviewed regarding Jamie Bridges v. Premier Nissan of San Jose, LLC	Gabriel J. Pimentel	0.20	\$700.00	True	No	-	\$140.00
5/24/2021		1 email sent/reviewed regarding Jamie Bridges v. Premier Nissan of San Jose, LLC	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
5/19/2021		Personnel File created	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
5/19/2021		1 email sent/reviewed regarding info	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
5/19/2021		1 email sent/reviewed regarding pdfs of the documents i was able to obtain threw paycom from the onboarding process at nissan	Gabriel J. Pimentel	0.30	\$700.00	True	No	-	\$210.00
5/18/2021		1 email sent/reviewed regarding pdfs of the documents i was able to obtain threw paycom from the onboarding process at nissan	Gabriel J. Pimentel	0.40	\$700.00	True	No	-	\$280.00
5/18/2021		2 emails sent/reviewed regarding info	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
5/17/2021		2 emails sent/reviewed regarding Jamie Bridges v. Premier Nissan of San Jose, LLC	Gabriel J. Pimentel	0.20	\$700.00	True	No	-	\$140.00

5/17/2021		Email Jamie to H.R. 04.16.21 reviewed	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
5/17/2021		Text between Jamie and Long 04.15.21 created	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
5/17/2021		1 email sent/reviewed regarding Issues in the shop	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
5/17/2021		Email with H.R. 04.30.21 created	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
5/12/2021		image9 created	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
5/12/2021		image1 created	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
5/12/2021		image4 created	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
5/12/2021		image16 created	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
5/12/2021		image7 created	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
5/12/2021		image6 created	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
5/12/2021		image10 created	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
5/12/2021		image2 created	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
5/12/2021		image3 created	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
5/12/2021		image0 created	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
5/12/2021		2 emails sent/reviewed regarding Jamie Bridges v. Premier Nissan of San Jose, LLC	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
5/12/2021		image11 created	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
5/12/2021		Clients' Tools created	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
5/12/2021		image5 created	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
5/11/2021		8 emails sent/reviewed regarding Jamie Bridges v. Premier Nissan of San Jose, LLC	Gabriel J. Pimentel	0.20	\$700.00	True	No	-	\$140.00
5/11/2021		Tool Photos created	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
5/10/2021		1 email sent/reviewed regarding Jamie Bridges v. Premier Nissan of San Jose, LLC	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
5/9/2021		Client's ID reviewed	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00

5/9/2021		Email Jamie to H.R. 04.16.21 created	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
5/9/2021		Memo edited - Initial Intake	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
5/9/2021		2 emails sent/reviewed regarding Transaction History.pdf	Gabriel J. Pimentel	0.30	\$700.00	True	No	-	\$210.00
5/9/2021		6 emails sent/reviewed regarding Jamie Bridges v. Premier Nissan of San Jose, LLC	Gabriel J. Pimentel	0.30	\$700.00	True	No	-	\$210.00
5/9/2021		1 email sent/reviewed regarding Issues in the shop	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
5/6/2021		3 emails sent/reviewed regarding Jamie Bridges v. Premier Nissan of San Jose, LLC	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
5/4/2021		1 email sent/reviewed regarding Your signature is required on Retainer Agreement	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
5/4/2021		1 email sent/reviewed regarding Jamie Bridges v. Premier Nissan of San Jose, LLC	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
5/4/2021		1 email sent/reviewed regarding Retainer Agreement between Gabriel Pimentel, Jamie bridges and Gabriel Pimentel is Signed and Filed!	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
5/4/2021		1 email sent/reviewed regarding Jamie bridges has signed Retainer Agreement	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
4/29/2021		1 email sent/reviewed regarding Jamie Bridges v. Premier Nissan of San Jose, LLC	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
4/29/2021		Jamie Bridges - Employment Claim - Premier Nissan of San Jose, LLC	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
4/29/2021		Tool Inventory List created	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
4/29/2021		Retainer Agreement reviewed	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
4/29/2021		1 email sent/reviewed regarding Ngage - pimentellaw.com - Jamie Bridges - 408-512-6470 - Employment Law -- He would like to file a lawsuit against his company for negligence in supplying their tools for work and issues regarding paid working hours.	Gabriel J. Pimentel	0.50	\$700.00	True	No	-	\$350.00
4/29/2021		Retainer Agreement created	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
4/29/2021		Memo created, then edited - Initial Intake	Gabriel J. Pimentel	0.70	\$700.00	True	No	-	\$490.00

4/29/2021		1 email sent/reviewed regarding Ngage - pimentellaw.com - Jamie Bridges - 408-512-6470 - Employment Law -- She was discriminated against at work.	Gabriel J. Pimentel	0.10	\$700.00	True	No	-	\$70.00
Total - Write offs				0.00	\$0.00				
Total - Unbillable				0.00	\$0.00				
Total - Billable				0.00	\$46,165.00				
Total				124.90	\$46,165.00				

Expense entries

Date	Activity	Description	Staff	Quantity	Price	Billable?	Write Off?	Status	Total
5/16/2023	FILNG	Court filing fees-InfoTrack Notice of Settlement (PAGA)	Yesenia L. Rodriguez	1	\$18.75	True	No	-	\$18.75
3/27/2023		InfoTrack - CA: Filing - Request for Dismissal - Request for Dismissal	Yesenia L. Rodriguez	1	\$18.75	True	No	-	\$18.75
6/28/2022	COURT	Court Call fees	Yesenia L. Rodriguez	1	\$94.00	True	No	-	\$94.00
5/31/2022	ADR	Mediation fees	Yesenia L. Rodriguez	1	\$11,000.00	True	No	-	\$11,000.00
3/22/2022		InfoTrack - CA: Filing - Notice - Notice and Acknowledgment of Receipt	Yesenia L. Rodriguez	1	\$18.30	True	No	-	\$18.30
3/2/2022	MISC	Miscellaneous expenses-remaining balance for arbitration demand	Yesenia L. Rodriguez	1	\$150.00	True	No	-	\$150.00
3/2/2022	MAIL	Postage expenses-NAR	Yesenia L. Rodriguez	1	\$0.93	True	No	-	\$0.93
2/18/2022	FILNG	Court filing fees- PAGA Complaint	Yesenia L. Rodriguez	1	\$452.80	True	No	-	\$452.80
2/11/2022	MISC	Miscellaneous expenses- filing arbitration demand	Yesenia L. Rodriguez	1	\$255.90	True	No	-	\$255.90
1/25/2022	MSGR	Legal courier fees-service of complaint package-Troy Duhon	Yesenia L. Rodriguez	1	\$180.46	True	No	-	\$180.46
1/25/2022		InfoTrack - eFile CA: Filing - Proof of Service of Summons/Complaint - Proof of Service of Summons/Complaint-Defendant Troy Duhon	Yesenia L. Rodriguez	1	\$17.80	True	No	-	\$17.80
1/12/2022		InfoTrack - eFile CA: Filing - Proof of Service of Summons/Complaint - Proof of Service of Summons/Complaint	Luci P. Barron	1	\$17.80	True	No	-	\$17.80

1/11/2022	MSGR	Legal courier fees-Signal Attorney Service service of Complaint	Gabriel J. Pimentel	1	\$114.66	True	No	-	\$114.66
12/28/2021		InfoTrack - eFile CA: Filing - Civil Case Cover Sheet - Civil Case Cover Sheet	Yesenia L. Rodriguez	1	\$17.80	True	No	-	\$17.80
10/28/2021		InfoTrack - eFile CA: Filing - Complaint - Complaint	Yesenia L. Rodriguez	1	\$452.80	True	No	-	\$452.80
10/26/2021	MAIL	Postage expenses-PAGA Notice	Yesenia L. Rodriguez	1	\$7.53	True	No	-	\$7.53
10/26/2021	FILNG	Court filing fees- LWDA	Yesenia L. Rodriguez	1	\$75.00	True	No	-	\$75.00
6/9/2021	MAIL	Postage expenses-Mailed client's intake documents back to him	Gabriel J. Pimentel	1	\$3.00	True	No	-	\$3.00
Total - Write offs									\$0.00
Total - Unbillable									\$0.00
Total - Billable									\$12,896.28
Total									\$12,896.28

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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 30 N. Raymond Ave., Suite 211, Pasadena, CA 91103.

On July 25, 2023, I served the foregoing document described as **PLAINTIFF'S NOTICE OF MOTION AND MOTION FOR APPROVAL OF PAGA SETTLEMENT; MEMORANDUM OF POINTS & AUTHORITIES; DECLARATION OF YESENIA L. RODRIGUEZ** on the interested parties in this action as follows:

☐ By placing true copies enclosed in a sealed envelope addressed to each addressee as follows:

☒ Electronically to from my email address, YLR@PimentelLaw.com on the persons identified below at the following electronic service address:
choffman@fisherphillips.com; bcarney@fisherphillips.com

FISHER & PHILLIPS LLP
Christopher Hoffman, Esq.
Benjamin Carney, Esq
4747 Executive Drive, Suite 1000
San Diego, California 92121

Counsel for Defendants

☐ BY MAIL:

☐ I deposited each envelope in the mail at Pasadena, California, with postage thereon fully prepaid.

☐ I enclosed the documents in an envelope or package provided by an overnight delivery carrier and addressed to the persons at the addresses above. I placed the envelope or package for collection and overnight delivery at an office or regularly utilized drop box of the overnight delivery carrier.

☒ STATE I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Yesenia L. Rodriguez



Executed on July 25, 2023 at Pasadena, California.