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Attorneys for Plaintiffs

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF SAN BERNARDINO**

ERIKA LIZETH MERINO ALEJANDRO,
ADRIANA MOLINA, NICHOLAS
CEBALLOS, JOB ASCENCIO, and
GERMAN APARICIO, on behalf of the
State of California and other aggrieved
persons,

Plaintiffs,

vs.

SANTA EASTVALE, INC. DBA PANINI
KABOB GRILL; PKG CATERING, INC.;
SANTA CORONA DEL MAR
INVESTMENTS, INC.; SANTA UTC,
INC.; SANTA MISSION, INC.; SANTA

Case No.: **CIVSB2202254**

**DECLARATION OF KYLE NORDREHAUG
IN SUPPORT OF MOTION TO APPROVE
PAGA SETTLEMENT**

Date: February 22, 2027
Time: 8:30 a.m.
Dept.: S26

Judge: Hon. Kevin C. Lee
Dept.: S26

Action Filed: January 28, 2022

CENTURY, INC.; SANTA LBX, INC.;
SANTA LOS OLIVOS, INC.; SANTA
BROADWAY, INC.; SANTA MIX, INC.;
SANTA FLORITA INVESTMENTS,
INC.; SANTA CERRITOS, INC.; SANTA
JAMBOREE INVESTMENTS, INC.;
SANTA PLAY VISTA PANINI
INVESTMENTS, INC.; SANTA
MIGUEL, INC.; SANTA VICTORIA
INVESTMENTS, INC.; SANTA
MONICA PANINI INVESTMENTS,
INC.; SANTA BRASSY, INC.; SAN
PEDRO, INC.; SANTA CROWN, INC.;
SANANA, INC. MAH, INC.; SANTA
CULVER, INC.; SANTA CENTRAL,
INC.; SANTA MARINA, INC.; SANTA
PASEO, INC.; SANTA VAN NUYS,
INC.; SAINT REAL, INC.; SAINT UTC,
INC.; SANTA GALLERIA, INC.; FARM
FOOD, INC.; SANTA ESCONDIDO,
INC.; SANTA SUNSET, INC.; SANTA
NORTHRIDGE, INC.; SAINT PARK,
INC.; and DOES 1 through 10, inclusive,

Defendant.

Trial Date: Not set

DECLARATION OF KYLE NORDREHAUG IN SUPPORT OF PLAINTIFFS' MOTION
FOR APPROVAL OF SETTLEMENT
UNDER PRIVATE ATTORNEYS GENERAL ACT

I, Kyle Nordrehaug, declare as follows:

1. I am a partner of the law firm of Blumenthal Nordrehaug Bhowmik De Blouw LLP ("BNBD"), attorneys for Plaintiff Nicholas Ceballos. As such, I am fully familiar with the facts, pleadings and history of this matter. I am submitting this declaration in support of the Motion to Approve PAGA Settlement in this matter. The following facts are within my own personal knowledge, and if called as a witness, I could and would testify competently to the matters stated herein.

2. A declaration is being submitted in support of the Motion for an Order granting approval of the Private Attorneys General Act of 2004, California Labor Code § 2698 et seq. ("PAGA") representative action settlement. The settlement reached between Plaintiffs Erika Lizeth Merino Alejandro, Nicholas Ceballos, Adriana Molina, Job Ascencio, and German Aparicio (collectively, "Plaintiffs") and Defendants Santa Eastvale, Inc., PKG Catering, Inc., Santa Corona Del Mar Investments, Inc., Santa UTC, Inc., Santa Mission, Inc., Santa Century, Inc., Santa LBX, Inc., Santa Los Olivos, Inc., Santa Broadway, Inc., Santa Mix, Inc. Santa Florita Investments, Inc., Santa Cerritos, Inc., Santa Jamboree Investments, Inc., Santa Play Vista Panini Investments, Inc., Santa Miguel, Inc., Santa Victoria Investments, Inc., Santa Monica Panini Investments, Inc., Santa Brassy, Inc., San Pedro, Inc., Santa Crown, Inc. Sanana, Inc. MAH, Inc., Santa Culver, Inc., Santa Central, Inc., Santa Marina, Inc., Santa Paseo, Inc., Santa Van Nuys, Inc., Saint Real, Inc., Saint UTC, Inc., Santa Galleria, Inc., Farm Food, Inc., Santa Escondido, Inc., Santa Sunset, Inc., Santa Northridge, Inc., and Saint Park, Inc. ("Defendants") is set forth in the PAGA Settlement Agreement ("Agreement") submitted with this motion.

Experience of BNBD

3. I have represented hundreds of thousands of employees in hundreds of legal matters,

1 including PAGA lawsuits and hundreds of employment class actions. Blumenthal Nordrehaug
2 Bhowmik De Blouw LLP's practice is devoted almost entirely to the prosecution of wage and hour
3 class action and PAGA action matters. The attorneys at Blumenthal Nordrehaug Bhowmik De
4 Blouw LLP have been appointed lead counsel in hundreds of contested motions for class
5 certification including many consolidated wage and hour matters.

6 (a) Blumenthal Nordrehaug Bhowmik De Blouw LLP was responsible for
7 handling the briefing and argument that resulted in the landmark ruling of *Sakkab v. Luxottica Retail*
8 *N. Am., Inc.*, 803 F.3d 425 (9th Cir. 2015). There, Blumenthal Nordrehaug Bhowmik De Blouw LLP
9 overcame opposition by Littler Mendelson and amici Curiae briefs submitted by Mayer Brown LLP
10 to persuade the Ninth Circuit of the importance of the substantive rights of the State of California
11 under the California Private Attorney General Act of 2004 ("PAGA"). Blumenthal Nordrehaug
12 Bhowmik De Blouw LLP took the lead on this case where the ruling was the reaffirmation of the
13 PAGA statute and the Iskanian rule. Blumenthal Nordrehaug Bhowmik De Blouw LLP also has
14 engaged in noted appellate work on the subject of class actions in the California Court of Appeals
15 resulting in the opinions handed down in *Securitas Sec. Services USA, Inc. v. Superior Court*, 234
16 Cal. App. 4th 1109, 184 Cal. Rptr. 3d 568 (2015) (class or representative action waiver in an
17 employment-related arbitration agreement was unenforceable); *Altman v. Solarcity Corp.*, No.
18 D067582, 2016 Cal. App. Unpub. LEXIS 3536 (Ct. App. May 13, 2016) (same). In 2015,
19 Blumenthal Nordrehaug Bhowmik De Blouw LLP received an award from the Daily Journal for Top
20 Appellate Reversal, and I received an award from the Daily Journal as Top Labor & Employment
21 Attorney 2016.

22 (b) Blumenthal Nordrehaug Bhowmik De Blouw LLP has litigated hundreds of
23 PAGA claims. In particular, in the last several years Blumenthal Nordrehaug Bhowmik De Blouw
24 LLP negotiated court-approved PAGA settlements with: (i) Mattress Firm in the amount of
25 \$3,750,000 (*Miller v. Mattress Firm*, Santa Clara County Superior Court Case No. 17CV313148);
26 (ii) CH Robinson in the amount of \$630,000 (*Poublon v. C.H. Robinson*, U.S.D.C. Central District
27 of California Case No. 12-06654); (iii) Accentcare in the amount of \$500,000 (*Lanuza v.*
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1 *Accentcare*, San Francisco Superior Court Case No. CGC-18-565521); (iv) Prime Healthcare in the
2 amount of \$700,000 (*Ortega v. Prime Healthcare Paradise Valley, LLC*, Superior Court of
3 California for the County of San Diego, Case No. 37-2014-00011240); (v) Planet Beauty in the
4 amount of \$200,000 (*Sanchez v. Beena Beauty Holding, Inc.*, Superior Court of California for the
5 County of Los Angeles, Case No. BC566065); (vi) Holman Automotive Group in the amount of
6 \$580,000 (*Gabriel v. KUNI SDI, LLC*, et al., Superior Court of California for the County of San
7 Diego, Case No. 37-2017-00025191); (vii) Aircraft Service International in the amount of
8 \$1,100,000 (*Martin v. Aircraft Service International, Inc.*, et al., Superior Court of California,
9 County of San Francisco Case No. CGC-18-566072); (viii) Easy Driving School in the amount of
10 \$896,000 (*Thomas v. Easy Driving School*, Superior Court for the County of San Diego, Case No.
11 37-2018-00047639); (ix) Café Rio in the amount of \$835,000 (*Quincho v. Café Rio*, Superior Court
12 for the County of San Bernardino, Case No. CIVDS2011822); (x) Altamed in the amount of
13 \$1,570,000 (*Meek v. Altamed Health Services*, Superior Court for the County of Los Angeles, Case
14 No. 20STCV47464); (xi) Lululemon in the amount of \$1,200,000 (*O'Donnell v. Lululemon USA,*
15 *Inc.*, Superior Court for the County of Ventura, Case No. 56-2020-00542441); (xii) Yourmechanic in
16 the amount of \$1,933,750 (*Provost v. Yourmechanic, Inc.*, Superior Court for the County of San
17 Diego, Case No. 37-2017-00024056); (xiii) Oakhurst in the amount of \$380,000 (*Neff v. Oakhurst*
18 *Industries*, Superior Court for the County of Los Angeles, Case No. 21STCV21110); (xiv) Gurnick
19 Academy of Medical Arts in the amount of \$545,000 (*Serna v. Gurnick Academy of Medical Arts*,
20 Superior Court for the County of San Mateo, Case No. 22-CIV-01185); (xv) *Gonzalez v. Lancaster*
21 *Hospital Corporation* (Los Angeles Superior Court Case No. 22AVCV00254); and, (vii) Primae
22 Healthcare in the amount of \$1,835,000 (*Abdelmark v. Prime Healthcare* (San Bernardino Superior
23 Court Case No. CIVSB2127232). Based upon our significant experience litigating claims for PAGA
24 penalties, the opinion of experience counsel is that this is an excellent settlement and the PAGA
25 Payment here is greater on a per pay period basis than similar settlements that my firm has
26 previously negotiated, and which courts have approved.

27 (c) Then Chief Judge Irma Gonzales in a consolidated class action representing
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1 hundreds of armed forces officers held that Blumenthal Nordrehaug Bhowmik De Blouw LLP was
2 "qualified counsel with extensive experience in class action litigation." *McPhail v. First Command*
3 *Fin. Planning, Inc.*, 247 F.R.D. 598, 611 (S.D. Cal. 2007). Examples of other contested actions
4 where class certification was granted Blumenthal Nordrehaug Bhowmik De Blouw LLP was
5 appointed lead class counsel in wage and hour class actions in Federal Court include *Schulz v.*
6 *Qualxserv, LLC*, 2012 U.S. Dist. LEXIS 58561 (S.D. Cal. 2012); *Dobrosky v. Arthur J. Gallagher*
7 *Serv. Co., LLC*, No. EDCV 13-0646 JGB (SPx), 2014 U.S. Dist. LEXIS 106345 (C.D. Cal. July 30,
8 2014); *Culley v. Lincare Inc.*, No. 2:15-cv-00081-MCE-CMK, 2016 U.S. Dist. LEXIS 105704 (E.D.
9 Cal. Aug. 10, 2016); *Nelson v. Avon Prods.*, No. 13-cv-02276-BLF, 2015 U.S. Dist. LEXIS 51104
10 (N.D. Cal. Apr. 17, 2015); *Orozco v. Illinois Tool Works*, U.S.D.C. Case No. 14-cv-02113-MCE,
11 2016 U.S. Dist. LEXIS 158115 (E.D. Cal. February 17, 2017); *Metrow v. Liberty Mutual*, U.S.D.C.
12 Case No. EDCV 16-1133 JGB (C.D. Cal. May 1, 2017). Some examples of heavily contested State
13 Court wage and hour class actions where class certification was obtained and BNBD was appointed
14 lead class counsel include *Vakili v. Dignity Health, et al.*, San Francisco Superior Court, Case No.
15 CGC-18-569456 (December 16, 2021); *Armstrong v. Ruan Transport*, San Bernardino Superior
16 Court, Case No. CIVDS1605897 (August 11, 2020); *Spears v. Health Net of California*, Sacramento
17 County Superior Court, Case No. 34-2017-00210560 (Oct. 8, 2019); *El Pollo Loco Wage and Hour*
18 *Cases*, Orange County Superior Court, JCCP Case No. 4957 (July 30, 3018); *Torrento v. Lucile*
19 *Packard Children's Hospital*, Santa Clara County Superior Court Case No. 2016-1-CV-291035 (July
20 17, 2018); *Salem v. Alliance*, San Bernadino Superior Court, Case No. CIVRS1401129 (March 8,
21 2016); *Rivers v. Veolia*, Sonoma County Superior Court Case No. SCV 255350 (March 9, 2016);
22 *Mathies v. Union Bank*, San Francisco Superior Court Case No. CGC-10-498077 (Sept. 11, 2013);
23 *Jefferson v. Bottling Co, LLC*, Orange County Superior Court Case No. 30-2009-00180102-CU-OE-
24 CXC (Sept. 7, 2010); *Rangel v. Balboa Ambulance Co.*, 37-2008-00095700-CU-BT-CTL (Fe. 11,
25 2010); *Tan v. CSAA*, Orange County Superior Court, Case No. 30-2008-00231219 (Nov. 23, 2009).

26 (d) Over the course of the litigation, a number of attorneys in my firm have
27 worked on this matter. Their credentials are reflected in the Blumenthal Nordrehaug Bhowmik De
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1 Blouw LLP firm resume, a true and correct copy of which is attached hereto as Exhibit #1. Some of
2 the major cases our firm has undertaken are also set forth in Exhibit #1. The bulk of the attorneys
3 involved in this matter at Blumenthal Nordrehaug Bhowmik De Blouw LLP have had extensive
4 representative and class litigation experience, much of it in the area of employment class actions,
5 unfair business practices and other complex litigation. The attorneys at my firm have extensive
6 experience in cases involving labor code violations and overtime claims. Class Counsel has litigated
7 similar wage and hour cases against other employers on behalf of employees, including cases against
8 Alaska Airlines, Permanente Medical, Sharp Healthcare, Walmart, Legoland, See's Candies,
9 Securitas, Okta, El Pollo Loco, Automobile Association, Marriott, Total Renal, Solarcity, Penske,
10 Universal Protection Services, Panda Express, Redfin, Instacart, Verizon, Apple, Wells Fargo,
11 Kaiser, Culinart, Space Exploration, Time Warner, and California State Automobile Association. It
12 is this level of experience which enabled the firm to undertake the instant matter and to successfully
13 combat the resources of the defendants and their capable and experienced counsel. On account of
14 the concerted and dedicated effort this case required in order to properly handle and prosecute, Class
15 Counsel were precluded from taking other cases, and in fact, had to turn away other potential fee
16 generating cases.

17
18 The Settlement and Its Terms Are Fair, Reasonable and Adequate:

19 4. On November 17, 2021, Plaintiff Ceballos filed with the LWDA and served on
20 Defendant Panini Kabob Grill a notice under Labor Code section 2699.3, stating that Plaintiff Flores
21 intended to serve as a proxy of the LWDA to recover civil penalties on behalf of Aggrieved
22 Employees for alleged Labor Code violations (the "Ceballos PAGA Notice"). A true and correct
23 copy of the Ceballos PAGA Notice is attached hereto as Exhibit #2. The Ceballos PAGA Notice
24 alleged violations of California Labor Code §§ 201, 202, 203, 204 *et seq.*, 210, 221, 226(a), 226.7,
25 227.3, 246, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations,
26 Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section
27 11070(14) (Failure to Provide Seating), and the applicable Industrial Welfare Commission Wage
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1 Order(s), and attached a copy of the complaint by Plaintiff Ceballos as an exhibit to the Ceballos
2 PAGA Notice. The LWDA elected not to investigate the alleged violations. Accordingly, by
3 operation of law (Labor Code § 2699(a) and § 2699.3(a)), Plaintiff Ceballos was “deputized” to
4 proceed with a civil lawsuit for civil penalties under PAGA.

5 5. On February 28, 2022, Plaintiff Nicholas Ceballos commenced his action by filing a
6 class action complaint in San Bernardino County Superior Court, case number CIVSB2203838,
7 seeking damages for wage-and-hour claims, including minimum and overtime wages, failure to
8 provide meal and rest periods, failure to provide accurate itemized wage statements, failure to
9 reimburse for all business expenses, and failure to pay all wages when due. On May 11, 2022,
10 Plaintiff Nicholas Ceballos filed a PAGA complaint in the San Bernardino County Superior Court,
11 case number CIVSB221003, seeking penalties pursuant to PAGA for the same underlying Labor
12 Code claims as the class action complaint. On May 31, 2022, at Plaintiff Nicholas Ceballos’s
13 request, the Court dismissed his class action complaint. Plaintiff was ordered to arbitrate his
14 individual claims.

15 6. On January 27, 2023, Plaintiff Nicholas Ceballos submitted his Demand for
16 Arbitration with Judicial Arbitration and Mediation Services (“JAMS”), case number 1200060472,
17 seeking damages for individual claims, including minimum and overtime wages, failure to provide
18 meal and rest periods, failure to provide accurate itemized wage statements, failure to reimburse for
19 all business expenses, failure to pay all wages when due, failure to pay sick pay wages, and penalties
20 pursuant to PAGA.

21 7. As part of the settlement, Plaintiff Erika Lizeth Merino Alejandro agrees to seek to
22 amend the PAGA Action Complaint to add the other Plaintiffs included in this Settlement and their
23 respective causes of action and all Defendants and send an amended PAGA Notice to add all causes
24 of actions and all Defendants included in all actions and this Settlement, which shall be the
25 “Operative Complaint”.

26 8. On May 16, 2024, the Parties attended private mediation with experienced wage and
27 hour mediator, Todd A. Smith, Esq., which did not result in a settlement. The Parties engaged in
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1 subsequent settlement negotiations through Mr. Smith that ultimately led to an agreement to settle
2 the Action for a Gross Settlement Amount of Nine Hundred Thirty-Three Thousand Seven Hundred
3 Fifty Dollars and Zero Cents (\$933,750.00).

4 9. In this case, the Settlement reached in the total non-reversionary amount of \$933,750
5 as the Gross Settlement Amount, as set forth in the Agreement, is the product of substantial effort by
6 the Parties and counsel should be approved as fair, reasonable and adequate. The Settlement was the
7 result of arms-length negotiations during mediation and extensive follow up thereafter between
8 experienced counsel. The Settlement was only reached after factual and legal investigation and
9 research, careful evaluation of the respective parties' strengths and weaknesses, and diligent
10 negotiation efforts. The settlement is a negotiated compromise which took into account risks related
11 to liability, damages, and all the defenses asserted by Defendants. I believe in the fairness of the
12 settlement that is based on factoring in the uncertainty and risks to Plaintiffs involved in not
13 prevailing on the PAGA claim or the theories alleged and potential for appeals. Based on the
14 foregoing data and our own independent investigation and evaluation, I am of the opinion that the
15 settlement with the Defendants for the consideration and on the terms set forth in the Settlement is
16 fair, reasonable, and adequate in light of all known facts and circumstances, including the risk of
17 significant delay, the defenses asserted by Defendants, and numerous potential appellate issues.

18 10. PAGA Counsel seek approval of attorneys' fees from the PAGA settlement in the
19 amount of \$311,250 representing one-third of the \$933,750 Gross Settlement Amount. The
20 attorneys' fees shall be allocated among PAGA Counsel as follows: 40% to the Wilshire Firm, 30%
21 to Blumenthal Nordrehaug Bhowmik De Blouw LLP, and 30% to Crosner Legal. The payment of
22 attorneys' fees to PAGA Counsel under the Agreement is supported by several factors. First, the
23 requested fees are justified by the result achieved. Plaintiffs' Counsel negotiated a recovery of
24 \$933,750, and this result justifies the requested fees equal to one third of this recovery. This
25 percentage is within the standard contingent recovery percentage of one-third, and this percentage is
26 what was expressly approved by the Supreme Court in *Laffitte v. Robert Half Int'l Inc.*, 1 Cal.5th
27 480, 504, (2016). Second, the fee award is justified by the work performed and contributions to the
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1 case. Third, the consideration of the enhancement factors justifies the enhancement of the lodestar.
2 Courts multiply the lodestar by a factor to account for the risk of non-payment, delay in payment, the
3 quality of work, and the novelty and difficulty of the issues involved.
4

5 11. **Lodestar.** As detailed in the accompanying billing statements for my firm, true and
6 correct copies of which are attached hereto as Exhibits #3, 4 and 5, the current lodestar for my firm
7 in this matter as of July 31, 2026 is **\$146,913.75** for more than 244 hours of work prosecuting the
8 claims being resolved by this Settlement. My firm changed billing systems in June 2022, so Exhibit
9 #3 contains the billing from inception to June 2022 (lodestar of \$9,913.75), Exhibit #4 contains the
10 billing from June 2022 to July 31, 2026 (lodestar of \$81,392.50), and Exhibit #5 contains the billing
11 on the Court-ordered arbitration of the individual PAGA claims (\$55,607.50).
12

13 12. **Hourly Rates.** The hourly rates for staff at Blumenthal Nordrehaug Bhowmik De
14 Blouw LLP are as follows: Partner Attorneys from \$850 to \$995, Associate Attorneys from \$450 to
15 \$750, Paralegals from \$250 to \$275. My firm's hourly rates are based upon the Laffey Matrix with
16 the appropriate 2% increase adjustment for Southern California. A true and correct copy of the
17 current Laffey Matrix is attached hereto as Exhibit #6. The Laffey Matrix has been relied to
18 establish market rates. See, e.g., *Syers Properties III, Inc. v. Rankin*, 226 Cal.App.4th 691, 702
19 (2014) [finding no abuse of discretion in employing Laffey matrix in San Francisco litigation].) “The
20 Laffey Matrix is a United States Department of Justice billing matrix that provides billing rates for
21 attorneys at various experience levels in the Washington, D.C., area and can be adjusted to establish
22 comparable billing rates in other areas using data from the United States Bureau of Labor Statistics.”
23 *Pasternack v. McCullough*, 65 Cal.App.5th 1050, 1057, fn. 5 (2021). My firm’s hourly rates have
24 been approved by Court’s throughout California, including the Courts in the Superior Court of
25 California. Finally, the reasonableness of Class Counsel’s hourly rates is further confirmed by
26 comparing such rates with the rates of comparable counsel practicing complex and class litigation as
27 detailed in the National Law Journal Billing Survey. See e.g. *Zest IP Holdings, LLC v. Implant*
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1 *Direct MFG., LLC*, 2014 U.S. Dist. LEXIS 167563 (S.D. Cal. 2014) (finding that “Mayer Brown's
2 \$775 average billing rate for partners” and “Mayer Brown's \$543 average associate billing rate” are
3 reasonable rates when compared within 21 other firms practicing in the Southern District of
4 California.) This survey is useful to show that Class Counsel’s rates are in line with the comparable
5 rates of the defense counsel that opposes these types of class claims. In another example from
6 several years ago, Sheppard Mullin Richter & Hampton, who is opposing counsel in many cases
7 prosecuted by Class Counsel (one of the most frequent opposing counsel), charged rates as high as
8 \$875 for partners and \$535 for associates. Similarly, Paul Hastings, another opposing counsel in
9 these types of cases, in years past, historically charged between \$900 and \$750 for partners and \$755
10 and \$335 for associates. In 2020, Judge Bernal approved the following rates in a class action award
11 in a contested motion: C. Brooks Cutter (20+ year attorney) at \$900, John Parker (17 year attorney)
12 at \$650, and Celine Cutter (4 year attorney) at \$300. *Pike v. Cty of San Bernardino*, 2020 U.S. Dist.
13 LEXIS 40404, *, 2020 WL 1049912 (C.D. Cal. 2020). Thus, the rates charged by my firm for
14 comparable work are less than these examples and are therefore undoubtedly reasonable.

15 13. “When a plaintiff needs to hire out-of-town counsel, a trial court must consider
16 counsel's “home market rate” when setting the hourly rate, rather than the local market rate.”
17 *Caldera v. Dep't of Corr. & Rehab.*, 48 Cal. App. 5th 601, 609 (2020). In *Caldera*, the Court noted
18 the difficulty of hiring a contingent employment attorney located in San Bernardino, and therefore
19 held that it was “abuse of discretion because the court failed to consider the out-of-town market rates
20 of the attorneys involved in this case.” *Caldera*, 48 Cal. App. 5th at 611. Thus, *Caldera* supports
21 the contention that Southern California rates can be considered here, where the claims involved an
22 employment representative action covering a large group of employees geographically dispersed
23 around Southern California, and not just in San Bernardino. Or put another way, the community of
24 this settlement is Southern California, and not just San Bernardino.

25
26 14. **Expenses.** The litigation expenses incurred by my firm in the amount of **\$18,037.58**
27 were all reasonably necessary to the litigation of the claims resolved by this settlement and are
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1 detailed in Exhibits #3, 4 and 5, attached hereto, which are true and correct copies of my firm's
2 billing statements for this matter. My firm changed billing systems in June 2022, so Exhibit #3
3 contains the expenses billing from inception to June 2022 (\$2,341.42), Exhibit #4 contains the
4 expense billing from June 2022 to July 31, 2026 (\$15,286.91), and Exhibit #5 contains the billing on
5 the Court-ordered arbitration of the individual PAGA claims (\$409.25).

6
7 I declare under the penalty of perjury under the laws of the State of California that the
8 foregoing is true and correct. Executed this 14th day of August, 2026, at South Lake Tahoe,
9 California.

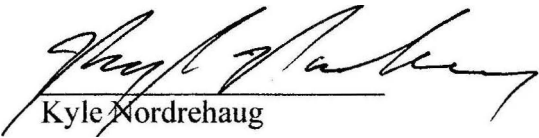
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12 Kyle Nordrehaug
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EXHIBIT #1

Blumenthal Nordrehaug Bhowmik De Blouw LLP

2255 Calle Clara, La Jolla, California 92037

Tel: (858) 551-1223

Fax: (885) 551-1232

FIRM RESUME

Areas of Practice: Employee, Consumer and Securities Class Actions, Wage and Hour Class Actions, Civil Litigation, Business Litigation.

ATTORNEY BIOGRAPHIES

Norman B. Blumenthal

Partner, Blumenthal Nordrehaug Bhowmik De Blouw LLP (2018 to present)

Practice Areas: Consumer and Securities Class Action, Civil Litigation, Wage and Hour Class Actions, Transactional Law

Admitted: 1973, Illinois; 1976, California

Biography: Law Clerk to Justice Thomas J. Moran, Illinois Supreme Court, 1973-1975, while on Illinois Court of Appeals. Instructor, Oil and Gas Law: California Western School of Law, 1981; University of San Diego School of Law, 1983. Sole Practitioner 1976-1987. Partner, Blumenthal & Ostroff, 1988-1995. Partner, Blumenthal, Ostroff & Markham, 1995-2001. Partner, Blumenthal & Markham, 2001-2007. Partner, Blumenthal & Nordrehaug, 2007. Partner, Blumenthal, Nordrehaug & Bhowmik, 2008-2018. Partner, Blumenthal Nordrehaug Bhowmik De Blouw LLP, 2018 - present.

Member: San Diego County, Illinois State and American Bar Associations; State Bar of California.

Educated: University of Wisconsin (B.A., 1970); Loyola University of Chicago (J.D., 1973);

Summer Intern (1971) with Harvard Voluntary Defenders

Kyle R. Nordrehaug

Partner, Blumenthal Nordrehaug Bhowmik De Blouw LLP (2018 to present)

Practice Areas: Consumer and Securities Class Actions, Wage and Hour Class Actions, Civil Litigation

Admitted: 1999, California

Biography: Associate, Blumenthal, Ostroff & Markham, 1999-2001. Associate, Blumenthal & Markham, 2001-2007. Partner, Blumenthal & Nordrehaug, 2007. Partner, Blumenthal, Nordrehaug & Bhowmik, 2008-2017

Member: State Bar of California, Ninth Circuit Court of Appeals, Third Circuit Court of Appeals

Educated: University of California at Berkeley (B.A., 1994); University of San Diego School of Law (J.D. 1999)

Awards: Top Labor & Employment Attorney 2016; Top Appellate Reversal - Daily Journal 2015; Super Lawyer 2015-2018

Aparajit Bhowmik

Partner, Blumenthal Nordrehaug Bhowmik De Blouw LLP (2018 to present)

Practice Areas: Civil Litigation; Consumer Class Actions, Wage and Hour Class Actions

Admitted: 2006, California

Educated: University of California at San Diego (B.A., 2002); University of San Diego School of Law (J.D. 2006)

Biography: Partner, Blumenthal, Nordrehaug & Bhowmik, 2008-2017

Awards: Rising Star 2015

Nicholas J. De Blouw

Partner, Blumenthal Nordrehaug Bhowmik De Blouw LLP (2018 to present)

Practice Areas: Civil Litigation; Consumer Class Actions, Wage and Hour Class Actions

Admitted: 2011, California

Educated: Wayne State University (B.A. 2008); California Western School of Law (J.D. 2011)

Piya Mukherjee

Associate Attorney

Practice Areas: Civil Litigation; Consumer Class Actions, Wage and Hour Class Actions

Admitted: 2010, California

Educated: University of California, San Diego (B.S. 2006); University of Southern California, Gould School of Law (J.D. 2010)

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Admitted: 2024, California; 2014, Mexico

Educated: The Juarez University

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Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2008, California,

Education: University of California, Riverside (B.A. 2005); University of California, Berkeley, School of Law (2005)

REPORTED CASES

Sakkab v. Luxottica Retail N. Am., Inc., 803 F.3d 425 (9th Cir. 2015) (The panel reversed the district court's order granting Luxottica Retail North America, Inc.'s motion to compel arbitration of claims and dismissing plaintiff's first amended complaint, in a putative class action raising class employment-related claims and a non-class representative claim for civil penalties under the Private Attorney General Act.);

Securitas Security Services USA, Inc. v. Superior Court, 234 Cal. App. 4th 1109 (Cal. Feb. 27, 2015) (Court of Appeal concluded the trial court correctly ruled that *Iskanian* rendered the PAGA waiver within the parties' dispute resolution agreement unenforceable. However, the Court of Appeal then ruled the trial court erred by failing to invalidate the non-severable class action waiver from the agreement and remanded the entire complaint, including class action and PAGA claims, be litigated in the Superior Court);

Sussex v. United States Dist. Court for the Dist. of Nev., 781 F.3d 1065 (9th Cir. 2015) (The panel determined that the district court clearly erred in holding that its decision to intervene mid-arbitration was justified under *Aerojet-General*. Specifically, the panel held that the district court erred in predicting that an award issued by the arbitrator would likely be vacated because of his "evident partiality" under 9 U.S.C. § 10(a)(2).);

Provost v. YourMechanic, Inc., 2020 Cal. App. Lexis 955 (Oct. 15, 2020) (Court of Appeals affirmed denial of arbitration of PAGA claim, and held in a case of first impression, that there was no additional standing rules for PAGA claim brought by independent contractor); In re Tobacco Cases II, 41 Cal. 4th 1257 (2007); Washington Mutual Bank v. Superior Court, 24 Cal. 4th 906 (2001); Rocker v. KPMG LLP, 148 P.3d 703; 122 Nev. 1185 (2006); PCO, Inc. v. Christensen, Miller, Fink, Jacobs, Glaser, Weil & Shapiro, LLP, 150 Cal. App. 4th 384 (2007); Hall v. County of Los Angeles, 148 Cal. App. 4th 318 (2007); Coshov v. City of Escondido, 132 Cal. App. 4th 687 (2005); Daniels v. Philip Morris, 18 F.Supp 2d 1110 (S.D. Cal.1998); Gibson v. World Savings & Loan Asso., 103 Cal. App. 4th 1291 (2003); Jordan v. Department of Motor Vehicles, 75 Cal. App. 4th 445 (1999); Jordan v. Department of Motor Vehicles, 100 Cal.App. 4th 431 (2002); Norwest Mortgage, Inc. v. Superior Court, 72 Cal.App.4th 214 (1999); Hildago v. Diversified Transp. Sya, 1998 U.S. App. LEXIS 3207 (9th Cir. 1998); Kensington Capital Mgal. v. Oakley, Inc., 1999 U.S. Dist LEXIS 385; Fed.Sec.L.Rep. (CCH) P90, 411 (1999 C.D. Cal.); Lister v. Oakley, Inc., 1999 U.S. Dist. LEXIS 384; Fed. Sec. L. Rep. (CCH) P90,409 (C.D. Cal. 1999); Olszewski v. Scripps Health, 30 Cal. 4th 798 (2003); Steroid Hormone Product Cases, 181 Cal. App. 4th 145 (2010); Owen v. Macy's, Inc., 175 Cal. App. 4th 462 (2009); Taiheiyo Cement Corp. v. Superior Court, 117 Cal. App. 4th 380 (2004); Taiheiyo Cement Corp. v. Superior Court, 105 Cal.App. 4th 398 (2003); McMeans v. Scripps Health, Inc., 100 Cal. App. 4th 507 (2002); Ramos v. Countrywide Home Loans, 82 Cal.App. 4th 615 (2000); Tevssier v. City of San Diego, 81 Cal.App. 4th 685 (2000); Washington Mutual Bank v. Superior Court, 70 Cal. App. 4th 299 (1999); Silvas v. E*Trade Mortg. Corp., 514 F.3d 1001 (9th Cir. 2008); Silvas v. E*Trade Mortg. Corp., 421 F. Supp. 2d 1315 (S.D. Cal. 2006); McPhail v. First Command Fin. Planning, Inc., 2009 U.S. Dist. LEXIS 26544 (S.D. Cal. 2009); McPhail v. First Command Fin. Planning, Inc., 251 F.R.D. 514 (S.D. Cal. 2008); McPhail v. First Command Fin. Planning, Inc., 247 F.R.D. 598 (S.D. Cal. 2007); Barcia v. Contain-A-Way, Inc., 2009 U.S. Dist. LEXIS 17118 (S.D. Cal. 2009); Barcia v. Contain-A-Way, Inc., 2008 U.S. Dist. LEXIS 27365 (S.D. Cal. 2008); Wise v. Cubic Def. Applications, Inc., 2009 U.S. Dist. LEXIS 11225 (S.D. Cal. 2009); Gabisan v. Pelican Prods., 2009 U.S. Dist. LEXIS 1391 (S.D. Cal. 2009); La Jolla Friends of the Seals v. Nat'l Oceanic & Atmospheric Admin. Nat'l Marine Fisheries Serv., 630 F. Supp. 2d 1222 (S.D. Cal. 2009); La Jolla Friends of the Seals v. Nat'l Oceanic & Atmospheric Admin. Nat'l Marine Fisheries Serv., 2008 U.S. Dist. LEXIS 102380 (S.D. Cal. 2008); Louie v. Kaiser Found. Health Plan, Inc., 2008 U.S. Dist. LEXIS 78314 (S.D. Cal. 2008); Weltman v. Ortho Mattress, Inc., 2010 U.S. Dist. LEXIS 20521 (S.D. Cal. 2010); Weltman v. Ortho Mattress, Inc., 2008 U.S. Dist. LEXIS 60344 (S.D. Cal. 2008); Curry v. CTB McGraw-Hill, LLC, 2006 U.S. Dist. LEXIS 5920; 97 A.F.T.R.2d (RIA) 1888; 37 Employee Benefits Cas. (BNA) 2390 (N.D. Cal. 2006); Reynov v. ADP Claims Servs. Group, 2006 U.S. Dist. LEXIS 94332 (N.D. Cal. 2006); Kennedy v. Natural Balance Pet Foods, Inc., 2010 U.S. App. LEXIS 248 (9th Cir. 2010); Kennedy v. Natural Balance Pet Foods, Inc., 2008 U.S. Dist. LEXIS 38889 (S.D. Cal. 2008); Kennedy v. Natural Balance Pet Foods, Inc., 2007 U.S. Dist. LEXIS 57766 (S.D. Cal. 2007); Sussex v. Turnberry/MGM Grand Towers, LLC, 2009 U.S. Dist. LEXIS 29503 (D. Nev. 2009); Picus v. Wal-Mart Stores, Inc., 256 F.R.D. 651 (D. Nev. 2009); Tull v. Stewart Title of Cal., Inc., 2009 U.S. Dist. LEXIS 14171 (S.D. Cal. 2009); Keshishzadeh v. Gallagher, 2010 U.S. Dist. LEXIS 46805 (S.D. Cal. 2010); Keshishzadeh v. Arthur J. Gallagher Serv. Co., 2010 U.S. Dist. Lexis 116380 (S.D. Cal. 2010); In re Pet Food Prods. Liab. Litig., MDL Docket No. 1850 (All Cases), 2008 U.S. Dist. LEXIS 94603 (D.N.J. 2008); In re Pet Food Prods. Liab. Litig., 629 F.3d 333 (3rd Cir. 2010); Puentes v. Wells Fargo Home Mortgage, Inc., 160 Cal. App. 4th 638 (2008); Rezec v. Sony Pictures Entertainment, Inc., 116 Cal. App. 4th 135 (2004); Badillo v. Am. Tobacco Co., 202 F.R.D. 261 (D. Nev. 2001); La Jolla Friends of the Seals v. Nat'l Oceanic & Atmospheric Admin., 2010 U.S. App. Lexis 23025 (9th Cir. 2010); Dirienzo v. Dunbar Armored, Inc., 2011 U.S. Dist. Lexis 36650 (S.D. Cal. 2011); Rix v. Lockheed Martin Corp., 2011 U.S. Dist Lexis 25422 (S.D. Cal. 2011); Weitzke v. Costar Realty Info., Inc., 2011 U.S. Dist Lexis 20605 (S.D. Cal. 2011); Goodman v. Platinum Condo. Dev., LLC, 2011 U.S. Dist. LEXIS 36044 (D. Nev. 2011); Sussex v. Turnberry/MGM Grand

Towers, LLC, 2011 U.S. Dist. LEXIS 14502 (D. Nev 2011); Smith v. Kaiser Foundation Hospitals, Inc., 2010 U.S. Dist. Lexis 117869 (S.D. Cal. 2010); Dobrosky v. Arthur J. Gallagher Serv. Co., LLC, No. EDCV 13-0646 JGB (SPx), 2014 U.S. Dist. LEXIS 106345 (C.D. Cal. July 30, 2014); Metrow v. Liberty Mut. Managed Care LLC - Class Certification Granted, Metrow v. Liberty Mut. Managed Care LLC, No. EDCV 16-1133 JGB (KKx), 2017 U.S. Dist. LEXIS 73656 (C.D. Cal. May 1, 2017); Nelson v. Avon Products, Inc., Class Certification Granted, U.S. District Court for The Northern District of California, Case No. 13-cv-02276-BLF, 2015 U.S. Dist. LEXIS 51104 (N.D. Cal. Apr. 17, 2015); Orozco v. Illinois Tool Works Inc., Class Certification Granted, 2017 U.S. Dist. LEXIS 23179 (E.D. Cal. Feb. 16, 2017); Rieve v. Coventry Health Care, Summary Judgment *Sua Sponte* Granted for Plaintiff, Rieve v. Coventry Health Care, Inc., 870 F. Supp. 2d 856 (C.D. Cal. 2012)

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Court, Case No. GIC820803; Conley v. Norwest, San Diego County Superior Court, Case No. N73741; Connell v. Sun Microsystems, Alameda Superior Court, Case No. RG06252310; Corrente v. Luxe Valet, Inc., San Francisco County Superior Court, Case No. CGC-15-545961; Cruz v. Redfin Corporation, U.S. District Court Northern District of California, Case No. 3:14-cv-05234-THE; Culley v. Lincare Inc. & Alpha Respiratory Inc., U.S. District Court eastern District of California, Case No. 2:15-cv-00081-GEBCMK; Cunningham v. Leslie's Poolmart, Inc., U.S. District Court, Central District of California, Case No. 13-cv-02122-CAS; Curry v. California Testing Bureau/McGraw Hill, U.S. District Court, Northern District of California, Case No. C-05-4003 JW; Daniels, et al. v. Philip Morris, (In Re Tobacco Cases II) – Class Certification Granted, San Diego Superior Court, Case No. JCCP 4042; Davis v. Genex Holdings Inc., Santa Clara County Superior Court, Case No. 1-13-cv-240830; Davis v. Clear Connection, LLC, San Diego County Superior Court, Case No. 37-2014-00035173-CU-OE-CTL; Day v. WDC Exploration, Orange County Superior Court, Case No. 30-2010-00433770; Dedrick v. Hollandia Dairy, San Diego County Superior Court, Case No. 37-2014-00004311-CU-OE-CTL; Delmare v. Sungard Higher Education - Settled U.S. District Court, Southern District of California, Case No. 07-cv-1801; Del Rio v. Tumi Stores, Inc., San Diego County Superior Court, Case No. 37-2015-00022008-CU-OE-CTL; Dewane v. Prudential, U.S. District Court, Central District of California, Case No. SA CV 05-1031; Diesel v. Wells Fargo Bank, Orange County Superior Court, Case No. 30-2011-00441368; Dirienzo v. Dunbar Armored, U.S. District Court, Southern District of California, Case No. 09-cv-2745; Dobrosky v. Arthur J. Gallagher Service Company, LLC, Class certification Granted, No. EDCV 13-0646 JGB (Spx); Dodds v. Zaven Tootikian, Los Angeles County Superior Court, Case No. BC494402; Drumheller v. Radioshack Corporation, United States District Court, Central District of California, Case No. SACV11-355; Enger v. Kaiser Foundation Health Plan, U.S. District Court, Southern District of California, Case No. 09-cv-1670; Escobar v. Silicon Valley Security & Patrol, Inc., Santa Clara County Superior Court, Case No. 1-14-cv272514; Fierro v. Chase Manhattan - Class Certification Granted, Settled San Diego Superior Court, Case No. GIN033490; Figueroa v. Circle K Stores, Inc., San Diego County Superior Court, Case No. 37-2012-00101193-CU-OE-CTL; Finch v. Lamps Plus, (Lamps Plus Credit Transaction Cases), San Diego Superior Court, Case No. JCCP 4532; Fletcher v. Verizon, U.S. District Court, Southern District of California, Case No. 09-cv-1736; Francisco v. Diebold, U.S. District Court, Southern District of California, Case No. 09-cv-1889; Friend v. Wellpoint, Los Angeles Superior Court, Case No. BC345147; Frudakis v. Merck Sharp & Dohme, U.S. District Court, Central District California, Case No. SACV 11-00146; Fulcher v. Olan Mills, Inc., U.S. District Court, Northern District of California, Case No. 11-cv-1821; Gabisan v. Pelican Products, U.S. District Court, Southern District California, Case No. 08 cv 1361; Galindo v. Sunrun Installation Services Inc., San Diego County Superior Court, Case No. 37-2015-00008350-CU-OE-CTL; Gallagher v. Legacy Partners Commercial, Santa Clara County Superior Court, Case No. 112-cv-221688; Ghattas v. Footlocker Retail, Inc., U.S. District Court Central District of California, Case No. CV 13-0001678 PA; Gibson v. World Savings, Orange County Superior Court, Case No. 762321; Goerzen v. Interstate Realty Management, Co., Stanislaus County Superior Court, Case No. 679545; Gomez v. Enterprise Rent-A-Car, U.S. District Court, Southern District of California, Case No. 3:10-cv-02373; Gordon v. Wells Fargo Bank, U.S. District Court, Southern District of California, Case No. 3:11-cv-00090; Grabowski v. CH Robinson, U.S. District Court, Southern District of California, Case No. 10-cv-1658; Gross v. ACS Compig Corporation, Orange County Superior Court, Case No. 30-2012-00587846-CU-OE-CXC; Gripenstraw v. Buffalo Wild Wings, U.S. District Court, Eastern District of California, Case No. 12-CV-00233; Gruender v. First American Title, Orange County Superior Court, Case No. 06 CC 00197; Guillen v. Univision Television Group, Inc. & Univision Management Co., San Francisco County Superior Court, Case No. CGC-12-526445; Gujjar v. Consultancy Services Limited, Orange County Superior Court, Case No. 30-2010-00365905; Gutierrez v. Five Guys Operations, LLC, San Diego County Superior Court, Case No. 37-2012-00086185-CU-OE-CTL; Handler v. Oppenheimer, Los Angeles Superior Court, Civil Action No. BC343542; Harley v. Tavistock Freebirds, LLC,

Sacramento County Superior Court, Case No. 34-2014-00173010; Harrington v. Corinthian Colleges – Class Certification Granted, Orange Superior Court; United States Bankruptcy Court District of Delaware; Harvey v. PQ Operations, Inc., Los Angeles County Superior Court, Case No. BC497964; Henshaw v. Home Depot U.S.A., United States District Court, Central District of California, Case No. SACV10-01392; Heithold v. United Education Institute, Orange County Superior Court, Case No. 30-2013-00623416-CU-OE-CXC; Hibler v. Coca Cola Bottling, Settled U.S. District Court, Southern District of California, Case No. 11cv0298; Hildebrandt v. TWC Administration LLC & Time Warner NY Cable, LLC, U.S. District Court, Central District of California, Case No. ED-cv-13-02276-JGB; Hopkins v. BCI Coca-Cola Bottling Company of Los Angeles, United States District Court, Central District of California; U.S. Court of Appeals 9th Circuit; Howard v. Southern California Permanente Medical Group, Los Angeles Superior Court, Case No. BC586369; Hughes v. Parexel International, Los Angeles County Superior Court, Case No. BC485950; Hurley v. Comcast of California/Colorado/Texas/Washington, Inc., Sonoma County Superior Court, Case No. SCV-253801; Irving v. Solarcity Corporation, San Mateo County Superior Court, Case No. CIV525975; Jacobs v. Nu Horizons - Settled Santa Clara County Superior Court, Case No. 111cv194797; Jefferson v. Bottling Group LLC (Pepsi) - Class Certification Granted, Orange County Superior Court, Case No. 30-2009-0018010; Jones v. E*Trade Mortgage, U.S. District Court, Southern District California Case No. 02-CV-1123 L (JAH); Kennedy v. Natural Balance - Dismissal Reversed on Appeal, San Diego Superior Court, Case No. 37-2007-00066201; Keshishzadeh v. Arthur J. Gallagher Service Co., U.S. District Court, Southern District of California, Case No. 09-cv-0168; Kinney v. AIG Domestic Claims / Chartis, U.S. District Court, Central District of California, Case No. 8:10-cv-00399; Kizer v. Tristar Risk Management, Orange County Superior Court, Case No. 30-2014-00707394-CU-OE-CXC; Kleinberg v. Reeve Trucking Company, Inc., San Diego County Superior Court, Case No. 37-2015-00001601-CU-OE-CTL; Kove v. Old Republic Title, Alameda County Superior Court, Case No. RG09477437; Krellcom v. Medley Communications, Inc., San Diego County Superior Court, Case No. 37-2013-00050245-CU-OE-CTL; Ladd v. Extreme Recovery, LP, Contra Costa County Superior Court, Case No. MSC11-02790; Langille v. EMC, U.S. District Court, Southern District of California, Case No. 09-cv-0168; Lawson v. Marquee Staffing, Los Angeles County Superior Court, Case No. 37-2012-00103717-CU-OE-CTL; Lazar v. Kaiser Foundation Health Plan, Inc., Santa Clara County Superior Court, Case No. 1-14-cv-273289; Lemmons v. Kaiser Foundation Hospitals, Inc., Sacramento County Superior Court, Case No. 34-2012-00125488; Levine v. Groeniger, Alameda County Superior Court, Case No. RG09476193; Linder v. OCWEN (In re Ocwen Federal Bank FSB Servicing Litig.) U.S. District Court, Central District California, Case No. 07cv501, U.S. District Court, Northern Dist. Illinois, Case No. MDL 1604; Litton v. Diebold, Incorporated, San Mateo County Superior Court, Case No. CIV524776; Lohn v. Sodexo, Inc. & SDH Services West, LLC, U.S. District Court Central District of California, Case No. 2:15-CV-05409; Lopez v. K-Mart, Ventura County Superior Court, Case No. BC351983; Louie / Stringer v. Kaiser, U.S. District Court, Southern District California, Case No. 08-cv-0795; Lucero v. Sears, U.S. District Court Southern District of California, Case No. 3:14-cv-01620-AJB; Lucero v. Kaiser Foundation Hospitals, Inc., San Diego County Superior Court, Case No. 37-2013-00075933-CU-OE-CTL; Magallanes v. TSA Stores, Inc., Santa Clara County Superior Court, Case No. 1-15-cv-283586; Magana v. El Pollo Loco, Inc., Orange County Superior Court, Case No. 30-2012-00613901-CU-OE-CXC; Maitland v. Marriott, U.S. District Court, Central District California, Case No. SACV 10-00374; Mann v. NEC Electronics America, Santa Clara County Superior Court, Case No. 109CV132089; Martinez v. Hydro-Scape Products, Inc., San Diego County Superior Court, Case No. 37-2014-00029157-CU-OE-CTL; Mathies v. Union Bank - Class Certification Granted, San Francisco County Superior Court, Case No. CGC-10-498077; McDermott v. Catalina Restaurant Group Inc., Orange County Superior Court, Case No. 30-2012-00574113-CU-OE-CXC; McPhail v. First Command, United States District Court for the Southern District of California, Case No. 05CV0179 IEG (JMA); Medina v. Universal Protection Service, LP, Santa Clara County Superior Court, Case No. BC572848; Meierdiercks v. 8x8, Inc., Santa Clara

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AHMC Anaheim Regional Medical Center LP – Orange County Superior Court, Case No. 30-2017-00899024-CO-OE-CXC; Espinoza v. Prime Communications of California, LLC – San Mateo County Superior Court, Case No. 16CIV01563; Archuletta v. Tidy Services, Inc. – Orange County Superior Court, Case No. 30-2016-008611892-CU-OE-CXC; Puccini v. Earthbound Farm, LLC – Santa Clara County Superior Court, Case No. 17CV308643; Vikram v. First Student Management, LLC – U.S. District Court, Northern District of California, Case No. 17-CV-04656-KAW; Blair v. Ashley Distribution Services, LTD. – U.S. District Court, Central District of California, Case No. 17-CV-01427-JAK-SP; Richardson v. Service Staffing, LLC – Orange County Superior Court, Case No. 30-2017-00899039-CU-OE-CXC; Coffin v. Certified Freight Logistics, Inc. – San Diego County Superior Court, Case No. 37-2016-00036523-CU-OE-CTL; Encarnacion v. S.A.S. Services Group, Inc. – San Diego County Superior Court, Case No. 37-2017-00026726-CU-OE-CTL; Vasquez v. Golden State Overnight Delivery Service, Inc. – Alameda County Superior Court, Case No. RG17862924; Karr v. Tristar Managed Care, Inc. – Contra Costa Superior Court, case No. MSC17-00650; Gouveia v. Central Cal Transportation – San Joaquin County Superior Court, Case No. STK-CV-UOE-2017-0001765; Miranda v. Genex Services, LLC – U.S. District Court, Northern District of California, Case No. 17-CV-01438-JD; Spears v. Health Net of California, Inc. – Sacramento County Superior Court, Case No. 34-2017-00210560; Martinez v. Geil Enterprises, Inc. – Fresno County Superior Court, Case No. 17CECG01879; McComack v. Marriott Ownership Resorts, Inc. – U.S. District Court, Southern District of California, Case No. 17CV1663 BEN WVG; Velasco v. Lemonade Restaurant Group, LLC – Los Angeles County Superior Court, Case No. BC672235; Smith v. Personnel Services, Inc. – U.S. District Court, Northern District of California, Case No. 17-CV-03594-SK; Gabriel v. Kuni SDA, LLC – San Diego County Superior Court, Case No. 37-2017-000251191-CU-OE-CTL; Miller v. Mattress Firm, Inc. – Santa Clara County Superior Court, Case No. 17CV313148; Provost v. Yourmechanic, Inc. – San Diego County Superior Court, Case No. 37-2017-00024056-CU-OE-CTL; Zirpolo v. UAG Stevens Creek II, Inc. – Santa Clara County Superior Court, Case No. 17CV313457; Salazar v. Aids Healthcare Foundation – San Diego County Superior Court, Case No. 37-2017-00033482-CU-OE-CTL; Knipe v. Amazon.com, Inc. – San Diego County Superior Court, Case No. 37-2017-00029426-CU-OE-CTL; Erwin v. Caremeridian, LLC – Fresno County Superior Court, Case No. 17CECG03048; Davis v. Cox Communications California, LLC – U.S. District Court, Southern District of California, Case No. 16-CV-00989-BAS-BLM; Lara v. RMI International, Inc. – Los Angeles County Superior Court, Case No. BC597695; Harper v. C.R. England, Inc. – U.S. District Court, Utah Central Division, Case No. 16-CV-00906-DB; Mrazik v. C.H. Robinson Company – U.S. District Court, Central District of California, Case No. 12-CV-02067-CAS-PLA; Horn v. Rise Medical Staffing, LLC – U.S. District Court, Eastern District of California, Case No. 2:17-cv-01967-MCE-KJN; Pasallo v. GSG Protective Services CA Inc. – San Diego Superior Court, Case No. 37-2018-00037611-CU-OE-CTL; Smith v. Pacific Personnel Services, Inc. – U.S. District Court, Northern District of California, Case No. 17-cv-03594-SK; Terrado v. Accredited Debt Relief, LLC – San Diego Superior Court, Case No. 37-2018-00014181-CU-OE-CTL; Escobedo v. Pacific Western Bank – Los Angeles Superior Court, Case No. BC682686; Wade v. Automobile Club of Southern California – Orange County Superior Court, Case No. 30-2017-00960268-CU-OE-CXC; Montano v. American Automobile Association of Northern California – Contra Costa County Superior Court, Case No. CIVMSC18-01539; Perez v. Summit Interconnect, Inc. – Orange County Superior Court, Case No. 30-2018-00995403-CU-OE-CXC; Wolleson v. Gosch Imports, Inc. – Riverside County Superior Court, Case No. RIC170356; Banuelos v. Ortho Mattress, Inc. – Orange County Superior Court, Case No. 30-2020-01161304-CU-OE-CXC; Castellanos v. Miller Automotive Group, Inc. – Los Angeles County Superior Court, Case No. BC699211; Tressler v. Spoonful Management, LLC – Los Angeles County Superior Court, Case No. BC71940; Delph v. Employee Retention Services, LLC – San Diego County Superior Court, Case No. 37-2018-00007885; Romero v. May Trucking Company – U.S. District Court, Central District of California, Case No. 5:17-cv-02166-JGB-SHK; Miranda v. Genex Services, LLC – San Bernardino County Superior Court, Case No. CIVDS1700779; Moore v. Zirx

Transportation Services, Inc. – Los Angeles County Superior Court, Case No. CGC-18-566655; Sottile v. Motion Recruitment Partners – Santa Clara County Superior Court, Case No. 18CV321677; Shahbazian v. Fast Auto Loans, Inc. – U.S. District Court, Central District of California, Case No. 2:18-cv-03076-ODW-KS; Salazar v. Johnson & Johnson Consumer Inc. – Los Angeles County Superior Court, Case No. BC702468; Conti v. L’Oreal USA S/D, Inc. – U.S. District Court, Eastern District of California, Fresno, Case No. 1:19-CV-00769-LJO-SKO; Mercado v. Security Industry Specialists, Inc. – Santa Clara County Superior Court, Case No. 17CV320059; Vikili v. Dignity Health – San Francisco County Superior Court, Case No. CGC-18-569456; Bagby v. Swissport SA, LLC – Los Angeles County Superior Court, Case No. BC691058; Henry v. Motion Entertainment Group, LLC – San Francisco County Superior Court, Case No. CGC18565643; Dandoy v. West Coast Convenience, LLC – Alameda County Superior Court, Case No. HG20051121; Lanuza v. AccentCare, Inc. – San Francisco County Superior Court, Case No. CGC-18-565521; Thomas v. Easy Driving School, LLC – San Diego County Superior Court, Case No. 37-2018-00047639-CU-OE-CTL; Erickson v. Erickson – Contra Costa County Superior Court, Case No. MSC18-00307; Martin v. Menzies Aviation (USA) Inc. – San Francisco County Superior Court, Case No. CGC-18-566072; Mortimer v. Healthsouth Bakersfield Rehabilitation Hospital, LLC – Kern County Superior Court, Case No. BCV-18-102761; Alcaraz v. Red Lion Hotels Corporation – San Francisco County Superior Court, Case No. CGC-18-570310; Calhoun v. Total Transportation and Distribution, Inc. – San Diego County Superior Court, Case No. 37-2018-00058681-CU-OE-CTL; Rataul v. Overton Security Services, Inc. – Alameda County Superior Court, Case No. RG18891882; Beltran v. Compass Bank – San Diego County Superior Court, Case No. 37-2019-00024475-CU-OE-CTL; Kirshner v. Touchstone Golf, LLC – San Diego County Superior Court, Case No. 37-2018-00028865-CU-OE-CTL; Pizarro v. The Home Depot, Inc. – U.S. District Court for the Northern District of Georgia-Atlanta Division; Hatanaka v. Restore Rehabilitation, LLC – San Diego County Superior Court, Case No. 37-2018-00034780-CU-OE-CTL; Faria v. Carriage Funeral Holdings, Inc. – Contra Costa County Superior Court, Case No. MSC18-00606; Ontiveros v. Baker Concrete Construction, Inc. – Santa Clara County Superior Court, Case No. 18CV328679; Morales v. Redlands Automotive Services, Inc. – San Bernardino County Superior Court, Case No. CIVDS1807525; Ramirez v. Carefusion Resources, LLC – U.S. District Court, Southern District of California; Amster v. Starbucks Corporation – San Bernardino Superior Court, Case No. CIVDS1922016; Kutzman v. Derrel’s Mini Storage, Inc. – U.S. District, Eastern District of California, Case No. 1:18-cv-00755-AWI-JLT; Marks v. Universal Propulsion Company, Inc. – Solano County Superior Court, Case No. FCS051608; Martinez v. Geil Enterprises, Inc. – Fresno County Superior Court, Case No. 17CECG01480; Teniente v. Cirrus Asset Management, Inc. – Los Angeles County Superior Court, Case No. 20STCV16302; Blackshear v. California Fine Wine & Spirits LLC – Sacramento County Superior Court, Case No. 34-2018-00245842; Warnick v. Golden Gate America West LLC – Los Angeles County Superior Court, Case No. BC714176; Bennett v. Dnata Aviation USA, Inc. – San Francisco County Superior Court, Case No. CGC-18-566911; George v. PF Stockton Fitness LLC – Sacramento County Superior Court, Case No. 34-2019-00261113-CU-OE-GDS; Oshana v. Farmers and Merchants Bank of Central California – Stanislaus County Superior Court, Case No. CV-19-003427; Vasquez v. Packaging Corporation of America, – U.S. District Court, California Central District, Case No. 2:19-cv-01935-PSG-PLA; Palomino v. Zara USA Inc. – Orange County Superior Court, Case No. 30-2018-00992682-CU-OE-CXC; Simmons v. Joe & The Juice LA, LLC – San Francisco County Superior Court; Pacia v. CIM Group, L.P. – Los Angeles County Superior Court, Case No. BC709666; Flores v. Plastic Express – Los Angeles County Superior Court, Case No. BC71971; Madera v. William Warren Properties, Inc. – Orange County Superior Court, Case No. 30-2019-01055704-CU-OE-CXC; Hernandez v. Quality Custom Distribution – Orange County Superior Court, Case No. 30-2018-01010611-CU-OE-CXC; Arango v. Schlumberger Technology Corporation – Orange County Superior Court, Case No. 30-2019-01056839-CU-OE-CXC; Dandoy v. West Coast Convenience, LLC – Alameda County Superior Court, Case No. HG20051121; Ramirez v. J E H Enterprises, Inc. – San Francisco County

Superior Court, Case No. CGC-19-574691; Sullen v. First Service Residential California, LLC – San Francisco County Superior Court, Case No. CGC-19-575131; Valentino v. East Bay Tire Co. – Solano County Superior Court, Case No. FCS053067; Murphy v. Rockler Retail Group, Inc. – Sacramento Superior Court, Case No. 34-2019-00251220; Shahbazian v. Onewest Bank – Los Angeles County Superior Court, Case No. 19STCV23722; Bruemmer v. Tempur Retail Stores LLC – Marin County Superior Court, Case No. CIV1803646; Antonios v. Interface Rehab, Inc. – Orange County Superior, Case No. 30-2019-01067547-CU-OE-CXC; Tavallodi v. DC Auto, Inc. – San Bernardino, Case No. CIVDS1833598; Miranda v. The Lloyd Pest Control Co. – San Diego County Superior Court, Case No. 37-2018-00052510-CU-OE-CTL; Soenardi v. Magnussen Imports, Inc. – Santa Clara County Superior Court, Case No. 18CV340003; Thai v. Team Industrial Services, Inc. – Los Angeles County Superior Court, Case No. 19STCV21953; Castillo v. A.J. Kirkwood & Associates, Inc. – Los Angeles County Superior Court, Case No. 19STCV04435; Moss v. Jabil Inc. – Alameda County Superior Court, Case No. HG20050536; Billosillo, Jr. v. Crown Energy Services, Inc. – San Diego County Superior Court, Case No. 37-2018-00058254-CU-OE-CTL; Tarkington v. Freetime, Inc. – San Diego County Superior Court, Case No. 37-2019-00011473-CU-OE-CTL; McIntyre v. J.J.R. Enterprises, Inc. – Sacramento County Superior Court, Case No. 34-2019-00251220; Bucur v. Pharmaca Integrative Pharmacy, Inc. – San Diego County Superior Court, Case No. 37-2019-00009409-CU-OE-CTL; Batin v. McGee Air Services, Inc. – Santa Clara County Superior Court, Case No. 19CV347733; Terry v. McGee Air Services, Inc. – King County Superior Court of Washington, Case No. 19-2-3321-5 KNT; Weiss v. Niznik Behavioral Health Resources, Inc. – San Diego County Superior Court, Case No. 37-2019-00039441-CU-OE-CTL; Canada v. Inter-Continental Hotels Group, Inc. – U.S. District Court, Southern District of California, Case No. 3:19-cv-01675-GPC-AHG; Lesevic v. Spectraforce Technologies, Inc. – U.S. District Court, Northern District of California, Case No. 5:19-cv-03126-LHK; Mutchler v. Circle K Stores, Inc. – San Diego County Superior Court, Case No. 37-2020-00016331-CU-OE-CTL, Azima v. CSI Medical Group – Santa Clara County Superior Court, Case No. 19CV345450; Porras v. Baypointe Enterprises, LLC – Los Angeles County Superior Court, Case No. 19STCV31015; Mitchell v. Mack Trucking, Inc. – San Bernardino County Superior Court, Case No. CIVDS1928334; Watts v. T.R.L. Systems, Incorporated – Orange County Superior Court, Case No. 30-2019-01102457-CU-OE-CXC; Price v. DMSD Restaurants Inc. – San Diego County Superior Court, Case No. 37-2019-00024062-CU-OE-CTL; Jacobs v. Nortek Security & Control LLC – San Diego County Superior Court, Case No. 37-2019-0019735-CU-OE-CTL; Gonzalez v. Hub International Midwest – San Bernardino County Superior Court, Case No. CIVDS1900463; Cisneros v. Bluepearl California, Inc. – San Mateo Superior Court, Case No. 19-CIV-05707; Garcia v. Gallagher Basset Services – San Bernardino Superior Court, Case No. CIVDS2004140; Callow v. Adventist Health System/West – Placer County Superior Court, Case No. SCV0043607; Dominguez v. Kimco Facility Services, LLC – Los Angeles County Superior Court, Case No. 19STCV37592; Searles v. Robert Heath Trucking, Inc. – Los Angeles County Superior Court, Case No. 19STCV30808; Rangel v. Pioneer Hi-Bred international, Inc. – Yolo County Superior Court, Case No. CV-19-1797; Ivon v. Sinclair Television of California, Humboldt County Superior Court, Case No. DR190699; Williams v. Henkels & McCoy, Inc. – San Bernardino County Superior Court, Case No. CIVDS2003888; Cano v. Larry Green Chrysler Jeep Dodge, Inc. – Riverside County Superior Court, Case No. BLC1900184; Lopez v. Cepheid – Santa Clara County Superior Court, Case No. 19CV358827; Hernandez v. Quick Dispense, Inc. – Los Angeles County Superior Court, Case No. 19STCV29405; Lopez v. Lacoste USA, Inc. – San Bernardino County Superior Court, Case No. CIVDS1914626; Duhe v. Hospital Couriers Nevada, LLC – Contra Costa County Superior Court, Case No. MSC19-01377; Law v. Sequoia Equities, Incorporated – Contra Costa Superior Court, Case No. C19-01925; Dvorak v. Rockwell Collins, Inc. – San Diego County Superior Court, Case No. 37-2019-00064397-CU-OE-CTL; Noguera v. Metal Container Corporation – Riverside County Superior Court, Case No. RIC2003235; Leon v. Miller Event Management, Inc. – San Luis Obispo Superior Court, Case No. 19CV-0435; Leon v. Miller Event Management, Inc. – San Luis Obispo County Superior Court,

Case No. 19CV-0435, Camacho-Bias v. Serve U Brands Inc. – Butte County Superior Court, Case No. 20CV00603; La Pietra v. Entertainment Partners Services, LLC – Los Angeles County Superior Court, Case No. 19STCV39529; Celis v. Theatre Box - San Diego, LLC – San Diego County Superior Court, Case No. ____; Ignacio v. Laboratory Corporation of America – U.S. District Court, California Central District, Case No. 2:19-cv-06079-AB-RAO; Kovnas v. Cahill Contractors LLC – Alameda County Superior Court, Case No. RG19037852; Hersh v. Mrs. Gooch's Natural Food – Los Angeles County Superior Court, Case No. 19STCV10444; Miller v. The Permanente Medical Group – Alameda County Superior Court, Case No. RG19045904; Vasquez v. Autoalert, LLC – Orange County Superior Court, Case No. 30-2019-01114549-CU-OE-CXC; Cavanaugh v. Morton Golf, LLC – Sacramento County Superior Court, Case No. 34-2019-00270176; Coley v. Monroe Operations, LLC – Alameda County Superior Court, Case No. RG20063188; Ramirez v. Sierra Aluminum Company – U.S. District Court, California Central District Court, Case No. 5:20-cv-00417-JGB-KK; Marrero v. Stat Med, P.C. – Alameda County Superior Court, Case No. HG19043214; Enriquez v. Solari Enterprises, Inc. – Los Angeles County Superior Court, Case No. 20STCV11129; Craig v. Hometown Heart – San Francisco County Superior Court, Case No. CGC-20-582454; Lopez v. Hy0Lang Electric California, Inc. – San Diego County Superior Court, Case No. 37-2020-00012543-CU-OE-CTL; Heuklom v. Clara Medical Group, P.C. – San Francisco County Superior Court, Case No. CGC-20-585918; Dominguez v. Lifesafer of Northern California – Monterey County Superior Court, Case No. 20CV002586; Kiseleva v. Totalmed Staffing Inc. – U.S. District Court, California Northern District, Case No. 5:19-cv-06480; Vires v. Sweetgreen, Inc. – Santa Clara County Superior Court, Case No. 20CV365918; Kim v. Wireless Vision, LLC – San Bernardino County Superior Court, Case No. CIVDS2000074; Senoren v. Air Canada Corporation – Los Angeles County Superior Court, Case No. 20STCV13942; Clark v. Quest Diagnostics Incorporated – San Bernardino County Superior Court, Case No. CIVDS2018707; Green v. Shipt, Inc. – Los Angeles County Superior Court, Case No. 20STCV01001; Respass v. The Scion Group LLC – Sacramento County Superior Court, Case No. 34-2020-00285265; Jackson v. Decathlon USA LLC – Alameda County Superior Court, Case No. RG2003024; Avacena v. FTG Aerospace Inc. – Los Angeles County Superior Court, Case No. 20STCV28767; Perez v. Butler America, LLC – Los Angeles County Superior Court, Case No. 20STCV20218; Christensen v. Carter's Retail, Inc. – Orange County Superior Court, Case No. 30-2020-01138792-CU-OE-CXC; Astudillo v. Torrance Health Association, Inc. – Los Angeles County Superior Court, Case No. 20STCV18424; Hansen v. Holiday AI Management Sub LLC – Contra Costa County Superior Court, Case No. CIVMSC20-00779; Almahdi v. Vitamin Shoppe Industries Inc – Santa Clara County Superior Court, Case No. 20CV365150; Krisinda v. Loyal Source Government Services LLC – U.S. District Court, California Southern District, Case No. 3:20-cv-879-LAB-NLS; Ettedgui v. WB Studio Enterprises Inc – U.S. District Court, California Central District, Case No. 2:20-CV-08053-MCS (MAAx); Fernandez v. Nuvision Federal Credit Union – Orange County Superior Court, Case No. 30-2020-01161691-CU-OE-CJC; Aviles v. UPS Supply Chain Solutions, Inc. – Riverside County Superior Court, Case No. RIC2000727; Alcocer v. DSV Solutions, LLC – San Bernardino Superior Court, Case No. CIVDS2010345; Wilson v. Wholesome Harvest Baking, LLC – U.S. District Court, California Northern District, Case No. 4:20-cv-05186-YGR; Gregory v. Verio Healthcare, Inc. – Los Angeles County Superior Court, Case No. 20STCV37254; Rose v. Impact Group, LLC – Orange County Superior Court, Case No. 30-2020-01141107-CU-OE-CXC; Monasterio v. Citibank, N.A. – San Mateo County Superior Court, Case No. 20-CIV-03650; Martinez-Lopez v. Medamerica, Inc. – San Diego County Superior Court, Case No. 37-2020-00034393-CU-OE-CTL; Cox v. PRB Management, LLC – Solano County Superior Court, Case No. FCS055514; Nash v. K. Hovnanian Companies, LLC – Riverside County Superior Court, Case No. RIC2003319; Kyler v. Harbor Freight Tools USA, Inc. – San Diego County Superior Court, Case No. 37-2020-00015828-CU-OE-CTL; Roberts v. Solantic Corporation – Los Angeles County Superior Court, Case No. 20STCV41117; Price v. Mistras Group, Inc. – Los Angeles County Superior Court, Case No. 20STCV22485; Macias v. ABM Electrical & Lighting Solutions, Inc. – San Diego County Superior Court, Case No. 37-2020-

00024997-CU-OE-CTL; Basu-Kesselman v. Garuda Labs, Inc. – San Francisco County Superior Court, Case No. CGC-20-585229; Armstrong v. Prometric LLC – Los Angeles County Superior Court, Case No. 20STCV29967; Ashlock v. Advantis Medical Staffing, LLC – San Diego County Superior Court, Case No. 37-2020-00022305-CU-OE-CTL; Wilson v. WXI Global Solutions, LLC – Los Angeles County Superior Court, Case No. 20STCV25007; Gandhale v. Select Rehabilitation, LLC – Monterey County Superior Court, Case No. 20CV002240; Starvoice v. G4S Secure Solutions (USA) Inc. – San Diego County Superior Court, Case No. 37-2020-00029421-CU-OE-CTL; Mbise v. Axlehire, Inc. – Alameda County Superior Court, Case No. RG20067350; Points v. C&J Services, Inc. – Kern County Superior Court, Case No. BCV-20-102483; Marshall v. PHI Air Medical, LLC – Lassen County Superior Court, Case No. 62973; Jauregui v. Cytotec Engineered Materials, Inc. – Orange County Superior Court, Case No. 30-2020-01164932-CU-OE-CXC

EXHIBIT #2

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WRITERS EXT:
1004

November 17, 2021
CA2522

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

Labor and Workforce Development Agency Online Filing	Panini Kabob Grill Certified Mail #70200640000074882712 Baha Taghavi 1516 N. Broadway Santa Ana, CA 92706
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Re: Notice Of Violations Of California Labor Code Sections §§ 201, 202, 203, 204 *et seq.*, 210, 221, 226(a), 226.7, 227.3, 246 *et seq.*, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 1 1070(14) (Failure to Provide Seating), Violation of Applicable Industrial Welfare Commission Wage Order(s), and Pursuant To California Labor Code Section 2699.5.

Dear Sir/Madam:

“Aggrieved Employees” refers to all individuals who are or previously were employed by Panini Kabob Grill in California and classified as non-exempt employees during the time period of November 17, 2020 until a date as determined by the Court. Our offices represent Plaintiff Nicholas Ceballos (“Plaintiff”) and other Aggrieved Employees in a lawsuit against Panini Kabob Grill (“Defendant”). Plaintiff was employed by Defendant in California as a non-exempt employee in the position of cashier from April of 2021 to August 10, 2021 and entitled to the legally required meal and rest breaks and payment for all time worked under Defendant’s control. Defendant, however, unlawfully failed to record and pay Plaintiff and other Aggrieved Employees for, including but not limited to, all of their time worked, including minimum and overtime wages, for all of their missed meal and rest breaks, and for all of their time spent working off the clock. Moreover, when Defendant required Plaintiff and Aggrieved Employees to report for work, but “furnished less than half said employee’s usual or scheduled day’s work,” Defendant violated Cal. Code Regs., tit. 8 § 11040, subd. 5(A) by failing to pay Plaintiff and Aggrieved Employees for at least two (2) hours’ worth of work at their regular rate of pay. In addition, when Defendant required Plaintiff and Aggrieved Employees to respond to and engage in additional work, this resulted in a second reporting for work in a single workday, and Defendant failed to pay these employees reporting time pay as required by Cal. Code Regs., tit. 8, § 11040, subd. 5(B). Further, Defendant failed to advise Plaintiff and the other Aggrieved Employees of their right to take separately and hourly paid duty-free ten (10) minute rest periods. *See Vaquero v. Stoneledge Furniture, LLC*, 9 Cal. App. 5th 98, 110 (2017). Additionally, pursuant to Labor Code § 204 *et seq.*, Defendant failed to timely provide Plaintiff and other

Aggrieved Employees with their wages. Plaintiff further contends that Defendant failed to provide accurate wage statements to Plaintiff, and other Aggrieved Employees, in violation of California Labor Code section 226(a). Specifically, Plaintiff and Aggrieved Employees were paid on an hourly basis. As such, the wage statements should reflect all applicable hourly rates during the pay period and the correct total hours worked, and the applicable pay period in which the wages were earned pursuant to California Labor Code Section 226(a). The wage statements Defendant provided to Plaintiff and other Aggrieved Employees failed to identify such information. More specifically, the wage statements failed to identify the accurate total hours worked each pay period in violation of Cal. Lab. Code Section 226(a)(2) as when the hours were added up they did not equal the actual amount of hours worked each pay period. Additionally, Plaintiff contends that Defendant failed to comply with Industrial Wage Order 7(A)(3) in that Defendant failed to keep time records showing when Plaintiff began and ended each shift and meal period. Plaintiff and other Aggrieved Employees perform tasks that reasonably permit sitting, and a seat would not interfere with their performance of any of their tasks that may require them to stand. Defendant failed to provide Plaintiff and other Aggrieved Employees with suitable seats. Said conduct, in addition to the foregoing, as well as the conduct alleged in the incorporated Complaint, violates Labor Code §§ 201, 202, 203, 204 *et seq.*, 210, 221, 226(a), 226.7, 227.3, 246, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 11070(14) (Failure to Provide Seating), Violation of the applicable Industrial Welfare Commission Wage Order(s), and is therefore actionable under California Labor Code section 2699.3.

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

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

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

Respectfully,

/s/ Nicholas J. De Blouw

Nicholas J. De Blouw, Esq.

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Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN BERNARDINO

NICHOLAS CEBALLOS, an individual, on
behalf of himself and on behalf of all persons
similarly situated,

Plaintiff,

vs.

PANINI KABOB GRILL, a California
Corporation; and DOES 1 through 50,
inclusive,

Defendants.

Case No. _____

CLASS ACTION COMPLAINT FOR:

1. UNFAIR COMPETITION IN
VIOLATION OF CAL. BUS. & PROF.
CODE §§ 17200, *et seq.*;
2. FAILURE TO PAY MINIMUM WAGES
IN VIOLATION OF CAL. LAB. CODE §§
1194, 1197 & 1197.1;
3. FAILURE TO PAY OVERTIME WAGES
IN VIOLATION OF CAL. LAB. CODE §§
510, *et seq.*;
4. FAILURE TO PROVIDE REQUIRED
MEAL PERIODS IN VIOLATION OF CAL.
LAB. CODE §§ 226.7 & 512 AND THE
APPLICABLE IWC WAGE ORDER;
5. FAILURE TO PROVIDE REQUIRED
REST PERIODS IN VIOLATION OF CAL.
LAB. CODE §§ 226.7 & 512 AND THE
APPLICABLE IWC WAGE ORDER;
6. FAILURE TO PROVIDE ACCURATE
ITEMIZED STATEMENTS IN
VIOLATION OF CAL. LAB. CODE § 226;
and,
7. FAILURE TO REIMBURSE
EMPLOYEES FOR REQUIRED
EXPENSES IN VIOLATION OF CAL. LAB.
CODE § 2802; and,
8. FAILURE TO PROVIDE WAGES WHEN
DUE IN VIOLATION OF CAL. LAB. CODE
§§ 201, 202 AND 203.

DEMAND FOR A JURY TRIAL

Plaintiff Nicholas Ceballos ("PLAINTIFF"), an individual, on behalf of himself and all

1 other similarly situated current and former employees alleges on information and belief, except
2 for his own acts and knowledge which are based on personal knowledge, the following:

3
4 **THE PARTIES**

5 1. Defendant Panini Kabob Grill (“DEFENDANT”) is a California Corporation that
6 at all relevant times mentioned herein conducted and continues to conduct substantial business
7 in the state of California.

8 2. DEFENDANT is owns and operates restaurants in California.

9 3. PLAINTIFF was employed by DEFENDANT in California from April of 2021
10 to August 10, 2021 and was at all times classified by DEFENDANT as a non-exempt employee,
11 paid on an hourly basis, and entitled to the legally required meal and rest periods and payment
12 of minimum and overtime wages due for all time worked.

13 4. PLAINTIFF brings this Class Action on behalf of himself and a California class,
14 defined as all individuals who are or previously were employed by DEFENDANT in California
15 and classified as non-exempt employees (the “CALIFORNIA CLASS”) at any time during the
16 period beginning four (4) years prior to the filing of this Complaint and ending on the date as
17 determined by the Court (the “CALIFORNIA CLASS PERIOD”). The amount in controversy
18 for the aggregate claim of CALIFORNIA CLASS Members is under five million dollars
19 (\$5,000,000.00).

20 5. PLAINTIFF brings this Class Action on behalf of himself and a CALIFORNIA
21 CLASS in order to fully compensate the CALIFORNIA CLASS for their losses incurred during
22 the CALIFORNIA CLASS PERIOD caused by DEFENDANT’s policy and practice which
23 failed to lawfully compensate these employees. DEFENDANT’s policy and practice alleged
24 herein was an unlawful, unfair and deceptive business practice whereby DEFENDANT retained
25 and continues to retain wages due PLAINTIFF and the other members of the CALIFORNIA
26 CLASS. PLAINTIFF and the other members of the CALIFORNIA CLASS seek an injunction
27 enjoining such conduct by DEFENDANT in the future, relief for the named PLAINTIFF and
28 the other members of the CALIFORNIA CLASS who have been economically injured by

1 DEFENDANT's past and current unlawful conduct, and all other appropriate legal and
2 equitable relief.

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

12 7. The agents, servants and/or employees of the Defendants and each of them acting
13 on behalf of the Defendants acted within the course and scope of his, her or its authority as the
14 agent, servant and/or employee of the Defendants, and personally participated in the conduct
15 alleged herein on behalf of the Defendants with respect to the conduct alleged herein.
16 Consequently, the acts of each Defendant are legally attributable to the other Defendants and
17 all Defendants are jointly and severally liable to PLAINTIFF and the other members of the
18 CALIFORNIA CLASS, for the loss sustained as a proximate result of the conduct of the
19 Defendants' agents, servants and/or employees.

20 21 THE CONDUCT

22 8. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANT was
23 required to pay PLAINTIFF and CALIFORNIA CLASS Members for all their time worked,
24 meaning the time during which an employee is subject to the control of an employer, including
25 all the time the employee is suffered or permitted to work. DEFENDANT requires PLAINTIFF
26 and CALIFORNIA CLASS Members to work without paying them for all the time they are
27 under DEFENDANT's control. Among other things, DEFENDANT requires PLAINTIFF to
28 work while clocked out during what is supposed to be PLAINTIFF's off-duty meal break.

1 PLAINTIFF is from time to time interrupted by work assignments while clocked out for what
2 should be PLAINTIFF's off-duty meal break. DEFENDANT, as a matter of established
3 company policy and procedure, administers a uniform practice of rounding the actual time
4 worked and recorded by PLAINTIFF and CALIFORNIA CLASS Members, always to the
5 benefit of DEFENDANT, so that during the course of their employment, PLAINTIFF and
6 CALIFORNIA CLASS Members are paid less than they would have been paid had they been
7 paid for actual recorded time rather than "rounded" time. Additionally, DEFENDANT engages
8 in the practice of requiring PLAINTIFF and CALIFORNIA CLASS Members to perform work
9 off the clocking that DEFENDANT, as a condition of employment, required these employees
10 to submit to mandatory temperature checks and symptom questionnaires for COVID-19
11 screening prior to clocking into DEFENDANT's timekeeping system for the workday. As a
12 result, PLAINTIFF and other CALIFORNIA CLASS Members forfeit minimum wage, overtime
13 wage compensation, and off-duty meal breaks by working without their time being correctly
14 recorded and without compensation at the applicable rates. DEFENDANT's policy and practice
15 not to pay PLAINTIFF and other CALIFORNIA CLASS Members for all time worked, is
16 evidenced by DEFENDANT's business records.

17 9. State and federal law provides that employees must be paid overtime and meal and
18 rest break premiums at one-and-one-half times their "regular rate of pay." PLAINTIFF and
19 other CALIFORNIA CLASS Members are compensated at an hourly rate plus incentive pay
20 that is tied to specific elements of an employee's performance.

21 10. The second component of PLAINTIFF's and other CALIFORNIA CLASS
22 Members' compensation is DEFENDANT's non-discretionary incentive program that paid
23 PLAINTIFF and other CALIFORNIA CLASS Members incentive wages based on their
24 performance for DEFENDANT. The non-discretionary incentive program provided all
25 employees paid on an hourly basis with incentive compensation when the employees met the
26 various performance goals set by DEFENDANT. However, when calculating the regular rate
27 of pay in order to pay overtime and meal and rest break premiums to PLAINTIFF and other
28 CALIFORNIA CLASS Members, DEFENDANT failed to include the incentive compensation

1 as part of the employees' "regular rate of pay" for purposes of calculating overtime pay and
2 meal and rest break premium pay. Management and supervisors described the incentive
3 program to potential and new employees as part of the compensation package. As a matter of
4 law, the incentive compensation received by PLAINTIFF and other CALIFORNIA CLASS
5 Members must be included in the "regular rate of pay." The failure to do so has resulted in a
6 underpayment of overtime compensation and meal and rest break premiums to PLAINTIFF and
7 other CALIFORNIA CLASS Members by DEFENDANT.

8 11. As a result of their rigorous work schedules, PLAINTIFF and other
9 CALIFORNIA CLASS Members were from time to time unable to take thirty (30) minute off
10 duty meal breaks and were not fully relieved of duty for their meal periods. PLAINTIFF and
11 other CALIFORNIA CLASS Members were required from time to time to perform work as
12 ordered by DEFENDANT for more than five (5) hours during some shifts without receiving a
13 meal break. Further, DEFENDANT from time to time failed to provide PLAINTIFF and
14 CALIFORNIA CLASS Members with a second off-duty meal period for some workdays in
15 which these employees were required by DEFENDANT to work ten (10) hours of work.
16 DEFENDANT also engaged in the practice of rounding the meal period times to avoid paying
17 penalties to PLAINTIFF and other CALIFORNIA CLASS Members. PLAINTIFF and other
18 members of the CALIFORNIA CLASS therefore forfeit meal breaks without additional
19 compensation and in accordance with DEFENDANT's corporate policy and practice.

20 12. During the CALIFORNIA CLASS PERIOD, PLAINTIFF and other
21 CALIFORNIA CLASS Members were also required from time to time to work in excess of four
22 (4) hours without being provided ten (10) minute rest periods. Further, these employees were
23 denied their first rest periods of at least ten (10) minutes for some shifts worked of at least two
24 (2) to four (4) hours from time to time, a first and second rest period of at least ten (10) minutes
25 for some shifts worked of between six (6) and eight (8) hours from time to time, and a first,
26 second and third rest period of at least ten (10) minutes for some shifts worked of ten (10) hours
27 or more from time to time. PLAINTIFF and other CALIFORNIA CLASS Members were also
28 not provided with one hour wages in lieu thereof. Additionally, the applicable California Wage

1 Order requires employers to provide employees with off-duty rest periods, which the California
2 Supreme Court defined as time during which an employee is relieved from all work related
3 duties and free from employer control. In so doing, the Court held that the requirement under
4 California law that employers authorize and permit all employees to take rest period means that
5 employers must relieve employees of all duties and relinquish control over how employees
6 spend their time which includes control over the locations where employees may take their rest
7 period. Employers cannot impose controls that prohibit an employee from taking a brief walk -
8 five minutes out, five minutes back. Here, DEFENDANT's policy restricted PLAINTIFF and
9 other CALIFORNIA CLASS Members from unconstrained walks and is unlawful based on
10 DEFENDANT's rule which states PLAINTIFF and other CALIFORNIA CLASS Members
11 cannot leave the work premises during their rest period.

12 13. During the CALIFORNIA CLASS PERIOD, DEFENDANT failed to accurately
13 record and pay PLAINTIFF and other CALIFORNIA CLASS Members for the actual amount
14 of time these employees worked. Pursuant to the Industrial Welfare Commission Wage Orders,
15 DEFENDANT was required to pay PLAINTIFF and other CALIFORNIA CLASS Members
16 for all time worked, meaning the time during which an employee was subject to the control of
17 an employer, including all the time the employee was permitted or suffered to permit this work.
18 DEFENDANT required these employees to work off the clock without paying them for all the
19 time they were under DEFENDANT's control. As such, DEFENDANT knew or should have
20 known that PLAINTIFF and the other members of the CALIFORNIA CLASS were under
21 compensated for all time worked. As a result, PLAINTIFF and other CALIFORNIA CLASS
22 Members forfeited time worked by working without their time being accurately recorded and
23 without compensation at the applicable minimum wage and overtime wage rates. To the extent
24 that the time worked off the clock does not qualify for overtime premium payment,
25 DEFENDANT fails to pay minimum wages for the time worked off-the-clock in violation of
26 Cal. Lab. Code §§ 1194, 1197, and 1197.1.

27 14. From time to time, DEFENDANT also failed to provide PLAINTIFF and the
28 other members of the CALIFORNIA LABOR SUB-CLASS with complete and accurate wage

1 statements which failed to show, among other things, the correct gross and net wages earned.
2 Cal. Lab. Code § 226 provides that every employer shall furnish each of his or her employees
3 with an accurate itemized wage statement in writing showing, among other things, gross wages
4 earned and all applicable hourly rates in effect during the pay period and the corresponding
5 amount of time worked at each hourly rate. PLAINTIFF and CALIFORNIA LABOR SUB-
6 CLASS Members were paid on an hourly basis. As such, the wage statements should reflect
7 all applicable hourly rates during the pay period and the total hours worked, and the applicable
8 pay period in which the wages were earned pursuant to California Labor Code Section 226(a).
9 The wage statements DEFENDANT provided to PLAINTIFF and other CALIFORNIA LABOR
10 SUB-CLASS Members failed to identify such information. More specifically, the wage
11 statements failed to identify the accurate total hours worked each pay period. When the hours
12 shown on the wage statements were added up, they did not equal the actual total hours worked
13 during the pay period in violation of Cal. Lab. Code 226(a)(2). Aside, from the violations listed
14 above in this paragraph, DEFENDANT failed to issue to PLAINTIFF an itemized wage
15 statement that lists all the requirements under California Labor Code 226 *et seq.* As a result,
16 DEFENDANT from time to time provided PLAINTIFF and the other members of the
17 CALIFORNIA LABOR SUB-CLASS with wage statements which violated Cal. Lab. Code §
18 226.

19 15. Cal. Lab. Code § 204(d) provides, the requirements of this section shall be
20 deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the
21 wages are paid not more than seven (7) calendar days following the close of the payroll period.
22 Cal. Lab. Code § 210 provides:

23 [I]n addition to, and entirely independent and apart from, any other penalty provided in
24 this article, every person who fails to pay the wages of each employee as provided in
25 Sections. . . .204. . .shall be subject to a civil penalty as follows: (1) For any initial
26 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.

27 16. DEFENDANT from time to time failed to pay PLAINTIFF and members of the
28 CALIFORNIA LABOR SUB-CLASS Members within seven (7) days of the close of the

1 payroll period in accordance with Cal. Lab. Code § 204(d).

2 17. DEFENDANT underpaid sick pay wages to PLAINTIFF and other
3 CALIFORNIA CLASS Members by failing to pay such wages at the regular rate of pay in
4 violation of Cal. Lab. Code Section 246. Specifically, PLAINTIFF and other non-exempt
5 employees earn non-discretionary remuneration. Rather than pay sick pay at the regular rate
6 of pay, DEFENDANT underpaid sick pay to PLAINTIFF and other CALIFORNIA CLASS
7 Members at their base rates of pay.

8 18. Cal. Lab. Code Section 246(1)(2) requires that paid sick time for nonexempt
9 employees be calculated by dividing the employee's total wages, not including overtime
10 premium pay, by the employee's total hours worked in the full pay periods of the prior 90 days
11 of employment.

12 19. DEFENDANT violated Cal. Lab. Code Section 246 by failing to pay sick pay at
13 the regular rate of pay. PLAINTIFF and CALIFORNIA CLASS Members routinely earned non-
14 discretionary incentive wages which increased their regular rate of pay. However, when sick
15 pay was paid, it was paid at the base rate of pay for PLAINTIFF and members of the
16 CALIFORNIA CLASS, as opposed to the correct, higher regular rate of pay, as required under
17 Cal. Lab. Code Section 246.

18 20. As a pattern and practice, DEFENDANT regularly failed to pay PLAINTIFF and
19 other members of the CALIFORNIA CLASS their correct wages and accordingly owe waiting
20 time penalties pursuant to Cal. Lab. Code Section 203. Further, PLAINTIFF is informed and
21 believes and based thereon alleges that such failure to pay sick pay at regular rate was willful,
22 such that PLAINTIFF and members of the CALIFORNIA CLASS whose employment has
23 separated are entitled to waiting time penalties pursuant to Cal. Lab. Code Sections 201-203.

24 21. Pursuant to Cal. Lab. Code Section 221, "It shall be unlawful for any employer
25 to collect or receive from an employee any part of wages theretofore paid by said employer to
26 said employee." DEFENDANT failed to pay all compensation due to PLAINTIFF and other
27 CALIFORNIA LABOR SUB-CLASS Members, made unlawful deductions from compensation
28 payable to PLAINTIFF and CALIFORNIA LABOR SUB-CLASS Members, failed to disclose

1 all aspects of the deductions from compensation payable to PLAINTIFF and CALIFORNIA
2 LABOR SUB-CLASS Members, and thereby failed to pay these employees all wages due at
3 each applicable pay period and upon termination. PLAINTIFF and members of the
4 CALIFORNIA LABOR SUB-CLASS seek recovery of all illegal deductions from wages
5 according to proof, related penalties, interest, attorney fees and costs.

6 22. DEFENDANT intentionally and knowingly failed to reimburse and indemnify
7 PLAINTIFF and the other CALIFORNIA CLASS Members for required business expenses
8 incurred by the PLAINTIFF and other CALIFORNIA CLASS Members in direct consequence
9 of discharging their duties on behalf of DEFENDANT. Under California Labor Code Section
10 2802, employers are required to indemnify employees for all expenses incurred in the course
11 and scope of their employment. Cal. Lab. Code § 2802 expressly states that "an employer shall
12 indemnify his or her employee for all necessary expenditures or losses incurred by the employee
13 in direct consequence of the discharge of his or her duties, or of his or her obedience to the
14 directions of the employer, even though unlawful, unless the employee, at the time of obeying
15 the directions, believed them to be unlawful."

16 23. In the course of their employment PLAINTIFF and other CALIFORNIA CLASS
17 Members as a business expense, were required by DEFENDANT to use their own personal
18 cellular phones as a result of and in furtherance of their job duties as employees for
19 DEFENDANT but are not reimbursed or indemnified by DEFENDANT for the cost associated
20 with the use of their personal cellular phones for DEFENDANT's benefit. Specifically,
21 PLAINTIFF and other CALIFORNIA CLASS Members were required by DEFENDANT to
22 use their personal cellular phones. As a result, in the course of their employment with
23 DEFENDANT, PLAINTIFF and other members of the CALIFORNIA CLASS incurred
24 unreimbursed business expenses which included, but were not limited to, costs related to the use
25 of their personal cellular phones all on behalf of and for the benefit of DEFENDANT.

26 24. Specifically as to PLAINTIFF, DEFENDANT failed to provide all the legally
27 required off-duty meal and rest breaks to PLAINTIFF as required by the applicable Wage Order
28 and Labor Code and failed to pay PLAINTIFF all minimum and overtime wages due to

1 PLAINTIFF. DEFENDANT did not have a policy or practice which provided timely off-duty
2 meal and rest breaks to PLAINTIFF and also failed to compensate PLAINTIFF for
3 PLAINTIFF's missed meal and rest breaks. The nature of the work performed by the
4 PLAINTIFF did not prevent PLAINTIFF from being relieved of all of PLAINTIFF's duties for
5 the legally required off-duty meal periods. As a result, DEFENDANT's failure to provide
6 PLAINTIFF with the legally required meal periods is evidenced by DEFENDANT's business
7 records. The amount in controversy for PLAINTIFF individually does not exceed the sum or
8 value of \$75,000.

9 **JURISDICTION AND VENUE**

10 25. This Court has jurisdiction over this Action pursuant to California Code of Civil
11 Procedure, Section 410.10 and California Business & Professions Code, Section 17203. This
12 action is brought as a Class Action on behalf of PLAINTIFF and similarly situated employees
13 of DEFENDANT pursuant to Cal. Code of Civ. Proc. § 382.

14 26. Venue is proper in this Court pursuant to California Code of Civil Procedure,
15 Sections 395 and 395.5, because PLAINTIFF worked in this County for DEFENDANT and
16 DEFENDANT (i) currently maintains and at all relevant times maintained offices and facilities
17 in this County and/or conducts substantial business in this County, and (ii) committed the
18 wrongful conduct herein alleged in this County against members of the CALIFORNIA CLASS.

19 **THE CALIFORNIA CLASS**

20 27. PLAINTIFF brings the First Cause of Action for Unfair, Unlawful and Deceptive
21 Business Practices pursuant to Cal. Bus. & Prof. Code §§ 17200, *et seq.* (the "UCL") as a Class
22 Action, pursuant to Cal. Code of Civ. Proc. § 382, on behalf of a California class, defined as
23 all individuals who are or previously were employed by DEFENDANT in California and
24 classified as non-exempt employees (the "CALIFORNIA CLASS") at any time during the
25 period beginning four (4) years prior to the filing of this Complaint and ending on the date as
26 determined by the Court (the "CALIFORNIA CLASS PERIOD"). The amount in controversy
27
28

1 for the aggregate claim of CALIFORNIA CLASS Members is under five million dollars
2 (\$5,000,000.00).

3 28. To the extent equitable tolling operates to toll claims by the CALIFORNIA
4 CLASS against DEFENDANT, the CALIFORNIA CLASS PERIOD should be adjusted
5 accordingly.

6 29. DEFENDANT, as a matter of company policy, practice and procedure, and in
7 violation of the applicable Labor Code, Industrial Welfare Commission ("IWC") Wage Order
8 requirements, and the applicable provisions of California law, intentionally, knowingly, and
9 wilfully, engaged in a practice whereby DEFENDANT failed to record all meal and rest breaks
10 missed by PLAINTIFF and other CALIFORNIA CLASS Members, even though
11 DEFENDANT enjoyed the benefit of this work, required employees to perform this work and
12 permits or suffers to permit this work.

13 30. DEFENDANT has the legal burden to establish that each and every
14 CALIFORNIA CLASS Member was paid accurately for all meal and rest breaks missed as
15 required by California laws. The DEFENDANT, however, as a matter of policy and procedure
16 failed to have in place during the CALIFORNIA CLASS PERIOD and still fails to have in
17 place a policy or practice to ensure that each and every CALIFORNIA CLASS Member is paid
18 as required by law. This common business practice is applicable to each and every
19 CALIFORNIA CLASS Member can be adjudicated on a class-wide basis as unlawful, unfair,
20 and/or deceptive under Cal. Business & Professions Code §§ 17200, *et seq.* (the "UCL") as
21 causation, damages, and reliance are not elements of this claim.

22 31. The CALIFORNIA CLASS, is so numerous that joinder of all CALIFORNIA
23 CLASS Members is impracticable.

24 32. DEFENDANT violated the rights of the CALIFORNIA CLASS under California
25 law by:

- 26 (a) Committing an act of unfair competition in violation of, Cal. Bus. & Prof.
27 Code §§ 17200, *et seq.* (the "UCL"), by unlawfully, unfairly and/or
28 deceptively having in place company policies, practices and procedures

1 that failed to record and pay PLAINTIFF and the other members of the
2 CALIFORNIA CLASS for all time worked, including minimum wages
3 owed and overtime wages owed for work performed by these employees;
4 and,

- 5 (b) Committing an act of unfair competition in violation of the UCL, by
6 failing to provide the PLAINTIFF and the other members of the
7 CALIFORNIA CLASS with the legally required meal and rest periods.

8 33. This Class Action meets the statutory prerequisites for the maintenance of a Class
9 Action as set forth in Cal. Code of Civ. Proc. § 382, in that:

- 10 (a) The persons who comprise the CALIFORNIA CLASS are so numerous
11 that the joinder of all such persons is impracticable and the disposition of
12 their claims as a class will benefit the parties and the Court;
- 13 (b) Nearly all factual, legal, statutory, declaratory and injunctive relief issues
14 that are raised in this Complaint are common to the CALIFORNIA
15 CLASS will apply to every member of the CALIFORNIA CLASS;
- 16 (c) The claims of the representative PLAINTIFF are typical of the claims of
17 each member of the CALIFORNIA CLASS. PLAINTIFF, like all the
18 other members of the CALIFORNIA CLASS, was classified as a non-
19 exempt employee paid on an hourly basis who was subjected to the
20 DEFENDANT's deceptive practice and policy which failed to provide the
21 legally required meal and rest periods to the CALIFORNIA CLASS and
22 thereby underpaid compensation to PLAINTIFF and CALIFORNIA
23 CLASS. PLAINTIFF sustained economic injury as a result of
24 DEFENDANT's employment practices. PLAINTIFF and the members
25 of the CALIFORNIA CLASS were and are similarly or identically harmed
26 by the same unlawful, deceptive and unfair misconduct engaged in by
27 DEFENDANT; and,
- 28 (d) The representative PLAINTIFF will fairly and adequately represent and

1 protect the interest of the CALIFORNIA CLASS, and has retained
2 counsel who are competent and experienced in Class Action litigation.
3 There are no material conflicts between the claims of the representative
4 PLAINTIFF and the members of the CALIFORNIA CLASS that would
5 make class certification inappropriate. Counsel for the CALIFORNIA
6 CLASS will vigorously assert the claims of all CALIFORNIA CLASS
7 Members.

8 34. In addition to meeting the statutory prerequisites to a Class Action, this action is
9 properly maintained as a Class Action pursuant to Cal. Code of Civ. Proc. § 382, in that:

10 (a) Without class certification and determination of declaratory, injunctive,
11 statutory and other legal questions within the class format, prosecution of
12 separate actions by individual members of the CALIFORNIA CLASS will
13 create the risk of:

14 1) Inconsistent or varying adjudications with respect to individual
15 members of the CALIFORNIA CLASS which would establish
16 incompatible standards of conduct for the parties opposing the
17 CALIFORNIA CLASS; and/or,

18 2) Adjudication with respect to individual members of the
19 CALIFORNIA CLASS which would as a practical matter be
20 dispositive of interests of the other members not party to the
21 adjudication or substantially impair or impede their ability to
22 protect their interests.

23 (b) The parties opposing the CALIFORNIA CLASS have acted or refused to
24 act on grounds generally applicable to the CALIFORNIA CLASS, making
25 appropriate class-wide relief with respect to the CALIFORNIA CLASS
26 as a whole in that DEFENDANT failed to pay all wages due to members
27 of the CALIFORNIA CLASS as required by law;

28 1) With respect to the First Cause of Action, the final relief on behalf

1 of the CALIFORNIA CLASS sought does not relate exclusively to
2 restitution because through this claim PLAINTIFF seeks
3 declaratory relief holding that the DEFENDANT's policy and
4 practices constitute unfair competition, along with declaratory
5 relief, injunctive relief, and incidental equitable relief as may be
6 necessary to prevent and remedy the conduct declared to constitute
7 unfair competition;

8 (c) Common questions of law and fact exist as to the members of the
9 CALIFORNIA CLASS, with respect to the practices and violations of
10 California law as listed above, and predominate over any question
11 affecting only individual CALIFORNIA CLASS Members, and a Class
12 Action is superior to other available methods for the fair and efficient
13 adjudication of the controversy, including consideration of:

14 1) The interests of the members of the CALIFORNIA CLASS in
15 individually controlling the prosecution or defense of separate
16 actions in that the substantial expense of individual actions will be
17 avoided to recover the relatively small amount of economic losses
18 sustained by the individual CALIFORNIA CLASS Members when
19 compared to the substantial expense and burden of individual
20 prosecution of this litigation;

21 2) Class certification will obviate the need for unduly duplicative
22 litigation that would create the risk of:

23 A. Inconsistent or varying adjudications with respect to
24 individual members of the CALIFORNIA CLASS, which
25 would establish incompatible standards of conduct for the
26 DEFENDANT; and/or,

27 B. Adjudications with respect to individual members of the
28 CALIFORNIA CLASS would as a practical matter be

dispositive of the interests of the other members not parties
to the adjudication or substantially impair or impede their
ability to protect their interests;

3) In the context of wage litigation because a substantial number of
individual CALIFORNIA CLASS Members will avoid asserting
their legal rights out of fear of retaliation by DEFENDANT, which
may adversely affect an individual's job with DEFENDANT or
with a subsequent employer, the Class Action is the only means to
assert their claims through a representative; and,

4) A class action is superior to other available methods for the fair
and efficient adjudication of this litigation because class treatment
will obviate the need for unduly and unnecessary duplicative
litigation that is likely to result in the absence of certification of
this action pursuant to Cal. Code of Civ. Proc. § 382.

35. This Court should permit this action to be maintained as a Class Action pursuant
to Cal. Code of Civ. Proc. § 382 because:

(a) The questions of law and fact common to the CALIFORNIA CLASS
predominate over any question affecting only individual CALIFORNIA
CLASS Members because the DEFENDANT's employment practices are
applied with respect to the CALIFORNIA CLASS;

(b) A Class Action is superior to any other available method for the fair and
efficient adjudication of the claims of the members of the CALIFORNIA
CLASS because in the context of employment litigation a substantial
number of individual CALIFORNIA CLASS Members will avoid
asserting their rights individually out of fear of retaliation or adverse
impact on their employment;

(c) The members of the CALIFORNIA CLASS are so numerous that it is
impractical to bring all members of the CALIFORNIA CLASS before the

1 Court;

2 (d) PLAINTIFF, and the other CALIFORNIA CLASS Members, will not be
3 able to obtain effective and economic legal redress unless the action is
4 maintained as a Class Action;

5 (e) There is a community of interest in obtaining appropriate legal and
6 equitable relief for the acts of unfair competition, statutory violations and
7 other improprieties, and in obtaining adequate compensation for the
8 damages and injuries which DEFENDANT's actions have inflicted upon
9 the CALIFORNIA CLASS;

10 (f) There is a community of interest in ensuring that the combined assets of
11 DEFENDANT are sufficient to adequately compensate the members of
12 the CALIFORNIA CLASS for the injuries sustained;

13 (g) DEFENDANT has acted or refused to act on grounds generally applicable
14 to the CALIFORNIA CLASS, thereby making final class-wide relief
15 appropriate with respect to the CALIFORNIA CLASS as a whole;

16 (h) The members of the CALIFORNIA CLASS are readily ascertainable from
17 the business records of DEFENDANT; and,

18 (i) Class treatment provides manageable judicial treatment calculated to bring
19 a efficient and rapid conclusion to all litigation of all wage and hour
20 related claims arising out of the conduct of DEFENDANT as to the
21 members of the CALIFORNIA CLASS.

22 36. DEFENDANT maintains records from which the Court can ascertain and identify
23 by job title each of DEFENDANT's employees who have been intentionally subjected to
24 DEFENDANT's company policy, practices and procedures as herein alleged. PLAINTIFF will
25 seek leave to amend the Complaint to include any additional job titles of similarly situated
26 employees when they have been identified.

27
28 **THE CALIFORNIA LABOR SUB-CLASS**

1 37. PLAINTIFF further brings the Second, Third, Fourth, Fifth, Sixth, Seventh and
2 Eighth causes Action on behalf of a California sub-class, defined as all members of the
3 CALIFORNIA CLASS who are or previously were employed by DEFENDANT in California
4 and classified as non exempt employees (the "CALIFORNIA LABOR SUB-CLASS") at any
5 time during the period three (3) years prior to the filing of the complaint and ending on the date
6 as determined by the Court (the "CALIFORNIA LABOR SUB-CLASS PERIOD") pursuant
7 to Cal. Code of Civ. Proc. § 382. The amount in controversy for the aggregate claim of
8 CALIFORNIA LABOR SUB-CLASS Members is under five million dollars (\$5,000,000.00).

9 38. DEFENDANT, in violation of the applicable Labor Code, Industrial Welfare
10 Commission ("IWC") Wage Order requirements, and the applicable provisions of California
11 law, intentionally, knowingly, and wilfully, engaged in a practice whereby DEFENDANT failed
12 to correctly calculate compensation for the time worked by PLAINTIFF and the other members
13 of the CALIFORNIA LABOR SUB-CLASS and reporting time wages owed to these
14 employees, even though DEFENDANT enjoyed the benefit of this work, required employees
15 to perform this work and permitted or suffered to permit this work. DEFENDANT has denied
16 these CALIFORNIA LABOR SUB-CLASS Members wages to which these employees are
17 entitled in order to unfairly cheat the competition and unlawfully profit. To the extent equitable
18 tolling operates to toll claims by the CALIFORNIA LABOR SUB-CLASS against
19 DEFENDANT, the CALIFORNIA LABOR SUB-CLASS PERIOD should be adjusted
20 accordingly.

21 39. DEFENDANT maintains records from which the Court can ascertain and identify
22 by name and job title, each of DEFENDANT's employees who have been intentionally
23 subjected to DEFENDANT's company policy, practices and procedures as herein alleged.
24 PLAINTIFF will seek leave to amend the complaint to include any additional job titles of
25 similarly situated employees when they have been identified.

26 40. The CALIFORNIA LABOR SUB-CLASS is so numerous that joinder of all
27 CALIFORNIA LABOR SUB-CLASS Members is impracticable.

28 41. Common questions of law and fact exist as to members of the CALIFORNIA

1 LABOR SUB-CLASS, including, but not limited, to the following:

- 2 (a) Whether DEFENDANT unlawfully failed to correctly calculate and pay
3 compensation due to members of the CALIFORNIA LABOR SUB-
4 CLASS for missed meal and rest breaks in violation of the California
5 Labor Code and California regulations and the applicable California Wage
6 Order;
- 7 (b) Whether DEFENDANT failed to provide the PLAINTIFF and the other
8 members of the CALIFORNIA LABOR SUB-CLASS with accurate
9 itemized wage statements;
- 10 (c) Whether DEFENDANT has engaged in unfair competition by the
11 above-listed conduct;
- 12 (d) The proper measure of damages and penalties owed to the members of the
13 CALIFORNIA LABOR SUB-CLASS; and,
- 14 (e) Whether DEFENDANT's conduct was willful.

15 42. DEFENDANT violated the rights of the CALIFORNIA LABOR SUB-CLASS
16 under California law by:

- 17 (a) Violating Cal. Lab. Code §§ 510, *et seq.*, by failing to correctly pay the
18 PLAINTIFF and the members of the CALIFORNIA LABOR SUB-
19 CLASS all wages due for overtime worked, for which DEFENDANT is
20 liable pursuant to Cal. Lab. Code § 1194;
- 21 (b) Violating Cal. Lab. Code §§ 1194, 1197 & 1197.1 *et seq.*, by failing to
22 accurately pay PLAINTIFF and the members of the CALIFORNIA
23 LABOR SUB-CLASS the correct minimum wage pay for which
24 DEFENDANT is liable pursuant to Cal. Lab. Code §§ 1194 and 1197;
- 25 (c) Violating Cal. Lab. Code § 226, by failing to provide PLAINTIFF and the
26 members of the CALIFORNIA LABOR SUB-CLASS with an accurate
27 itemized statement in writing showing the corresponding correct amount
28 of wages earned by the employee;

- 1 (d) Violating Cal. Lab. Code §§ 226.7 and 512, by failing to provide
2 PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-
3 CLASS with all legally required off-duty, uninterrupted thirty (30) minute
4 meal breaks and the legally required off-duty rest breaks;
- 5 (e) Violating Cal. Lab. Code §§ 201, 202 and/or 203, which provides that
6 when an employee is discharged or quits from employment, the employer
7 must pay the employee all wages due without abatement, by failing to
8 tender full payment and/or restitution of wages owed or in the manner
9 required by California law to the members of the CALIFORNIA LABOR
10 SUB-CLASS who have terminated their employment; and,
- 11 (f) Violating Cal. Lab. Code § 2802 by failing to reimburse PLAINTIFF and
12 the CALIFORNIA LABOR SUB-CLASS members with necessary
13 expenses incurred in the discharge of their job duties.

14 43. This Class Action meets the statutory prerequisites for the maintenance of a Class
15 Action as set forth in Cal. Code of Civ. Proc. § 382, in that:

- 16 (a) The persons who comprise the CALIFORNIA LABOR SUB-CLASS are
17 so numerous that the joinder of all CALIFORNIA LABOR SUB-CLASS
18 Members is impracticable and the disposition of their claims as a class
19 will benefit the parties and the Court;
- 20 (b) Nearly all factual, legal, statutory, declaratory and injunctive relief issues
21 that are raised in this Complaint are common to the CALIFORNIA
22 LABOR SUB-CLASS and will apply to every member of the
23 CALIFORNIA LABOR SUB-CLASS;
- 24 (c) The claims of the representative PLAINTIFF are typical of the claims of
25 each member of the CALIFORNIA LABOR SUB-CLASS. PLAINTIFF,
26 like all the other members of the CALIFORNIA LABOR SUB-CLASS,
27 was a non-exempt employee paid on an hourly basis who was subjected
28 to the DEFENDANT's practice and policy which failed to pay the correct

1 amount of wages due to the CALIFORNIA LABOR SUB-CLASS.
2 PLAINTIFF sustained economic injury as a result of DEFENDANT's
3 employment practices. PLAINTIFF and the members of the
4 CALIFORNIA LABOR SUB-CLASS were and are similarly or
5 identically harmed by the same unlawful, deceptive, and unfair
6 misconduct engaged in by DEFENDANT; and,

- 7 (d) The representative PLAINTIFF will fairly and adequately represent and
8 protect the interest of the CALIFORNIA LABOR SUB-CLASS, and has
9 retained counsel who are competent and experienced in Class Action
10 litigation. There are no material conflicts between the claims of the
11 representative PLAINTIFF and the members of the CALIFORNIA
12 LABOR SUB-CLASS that would make class certification inappropriate.
13 Counsel for the CALIFORNIA LABOR SUB-CLASS will vigorously
14 assert the claims of all CALIFORNIA LABOR SUB-CLASS Members.

15 44. In addition to meeting the statutory prerequisites to a Class Action, this action is
16 properly maintained as a Class Action pursuant to Cal. Code of Civ. Proc. § 382, in that:

- 17 (a) Without class certification and determination of declaratory, injunctive,
18 statutory and other legal questions within the class format, prosecution of
19 separate actions by individual members of the CALIFORNIA LABOR
20 SUB-CLASS will create the risk of:
- 21 1) Inconsistent or varying adjudications with respect to individual
22 members of the CALIFORNIA LABOR SUB-CLASS which
23 would establish incompatible standards of conduct for the parties
24 opposing the CALIFORNIA LABOR SUB-CLASS; or,
 - 25 2) Adjudication with respect to individual members of the
26 CALIFORNIA LABOR SUB-CLASS which would as a practical
27 matter be dispositive of interests of the other members not party to
28 the adjudication or substantially impair or impede their ability to

1 protect their interests.

2 (b) The parties opposing the CALIFORNIA LABOR SUB-CLASS have acted
3 or refused to act on grounds generally applicable to the CALIFORNIA
4 LABOR SUB-CLASS, making appropriate class-wide relief with respect
5 to the CALIFORNIA LABOR SUB-CLASS as a whole in that
6 DEFENDANT fails to pay all wages due. Including the correct wages for
7 all time worked by the members of the CALIFORNIA LABOR SUB-
8 CLASS as required by law;

9 (c) Common questions of law and fact predominate as to the members of the
10 CALIFORNIA LABOR SUB-CLASS, with respect to the practices and
11 violations of California Law as listed above, and predominate over any
12 question affecting only individual CALIFORNIA LABOR SUB-CLASS
13 Members, and a Class Action is superior to other available methods for
14 the fair and efficient adjudication of the controversy, including
15 consideration of:

16 1) The interests of the members of the CALIFORNIA LABOR SUB-
17 CLASS in individually controlling the prosecution or defense of
18 separate actions in that the substantial expense of individual
19 actions will be avoided to recover the relatively small amount of
20 economic losses sustained by the individual CALIFORNIA
21 LABOR SUB-CLASS Members when compared to the substantial
22 expense and burden of individual prosecution of this litigation;

23 2) Class certification will obviate the need for unduly duplicative
24 litigation that would create the risk of:

25 A. Inconsistent or varying adjudications with respect to
26 individual members of the CALIFORNIA LABOR SUB-
27 CLASS, which would establish incompatible standards of
28 conduct for the DEFENDANT; and/or,

1 B. Adjudications with respect to individual members of the
2 CALIFORNIA LABOR SUB-CLASS would as a practical
3 matter be dispositive of the interests of the other members
4 not parties to the adjudication or substantially impair or
5 impede their ability to protect their interests;

6 3) In the context of wage litigation because a substantial number of
7 individual CALIFORNIA LABOR SUB-CLASS Members will
8 avoid asserting their legal rights out of fear of retaliation by
9 DEFENDANT, which may adversely affect an individual's job
10 with DEFENDANT or with a subsequent employer, the Class
11 Action is the only means to assert their claims through a
12 representative; and,

13 4) A class action is superior to other available methods for the fair
14 and efficient adjudication of this litigation because class treatment
15 will obviate the need for unduly and unnecessary duplicative
16 litigation that is likely to result in the absence of certification of
17 this action pursuant to Cal. Code of Civ. Proc. § 382.

18 45. This Court should permit this action to be maintained as a Class Action pursuant
19 to Cal. Code of Civ. Proc. § 382 because:

20 (a) The questions of law and fact common to the CALIFORNIA LABOR
21 SUB-CLASS predominate over any question affecting only individual
22 CALIFORNIA LABOR SUB-CLASS Members;

23 (b) A Class Action is superior to any other available method for the fair and
24 efficient adjudication of the claims of the members of the CALIFORNIA
25 LABOR SUB-CLASS because in the context of employment litigation a
26 substantial number of individual CALIFORNIA LABOR SUB-CLASS
27 Members will avoid asserting their rights individually out of fear of
28 retaliation or adverse impact on their employment;

- 1 (c) The members of the CALIFORNIA LABOR SUB-CLASS are so
2 numerous that it is impractical to bring all members of the CALIFORNIA
3 LABOR SUB-CLASS before the Court;
- 4 (d) PLAINTIFF, and the other CALIFORNIA LABOR SUB-CLASS
5 Members, will not be able to obtain effective and economic legal redress
6 unless the action is maintained as a Class Action;
- 7 (e) There is a community of interest in obtaining appropriate legal and
8 equitable relief for the acts of unfair competition, statutory violations and
9 other improprieties, and in obtaining adequate compensation for the
10 damages and injuries which DEFENDANT's actions have inflicted upon
11 the CALIFORNIA LABOR SUB-CLASS;
- 12 (f) There is a community of interest in ensuring that the combined assets of
13 DEFENDANT are sufficient to adequately compensate the members of
14 the CALIFORNIA LABOR SUB-CLASS for the injuries sustained;
- 15 (g) DEFENDANT has acted or refused to act on grounds generally applicable
16 to the CALIFORNIA LABOR SUB-CLASS, thereby making final class-
17 wide relief appropriate with respect to the CALIFORNIA LABOR SUB-
18 CLASS as a whole;
- 19 (h) The members of the CALIFORNIA LABOR SUB-CLASS are readily
20 ascertainable from the business records of DEFENDANT. The
21 CALIFORNIA LABOR SUB-CLASS consists of all CALIFORNIA
22 CLASS Members who worked for DEFENDANT in California at any
23 time during the CALIFORNIA LABOR SUB-CLASS PERIOD; and,
- 24 (i) Class treatment provides manageable judicial treatment calculated to bring
25 a efficient and rapid conclusion to all litigation of all wage and hour
26 related claims arising out of the conduct of DEFENDANT as to the
27 members of the CALIFORNIA LABOR SUB-CLASS.
28

1 **FIRST CAUSE OF ACTION**

2 **For Unlawful Business Practices**

3 **[Cal. Bus. And Prof. Code §§ 17200, *et seq.*]**

4 **(By PLAINTIFF and the CALIFORNIA CLASS and Against All Defendants)**

5 46. PLAINTIFF, and the other members of the CALIFORNIA CLASS, reallege and
6 incorporate by this reference, as though fully set forth herein, the prior paragraphs of this
7 Complaint.

8 47. DEFENDANT is a “person” as that term is defined under Cal. Bus. and Prof.
9 Code § 17021.

10 48. California Business & Professions Code §§ 17200, *et seq.* (the “UCL”) defines
11 unfair competition as any unlawful, unfair, or fraudulent business act or practice. Section
12 17203 authorizes injunctive, declaratory, and/or other equitable relief with respect to unfair
13 competition as follows:

14 Any person who engages, has engaged, or proposes to engage in unfair
15 competition may be enjoined in any court of competent jurisdiction. The court
16 may make such orders or judgments, including the appointment of a receiver, as
17 may be necessary to prevent the use or employment by any person of any practice
which constitutes unfair competition, as defined in this chapter, or as may be
necessary to restore to any person in interest any money or property, real or
personal, which may have been acquired by means of such unfair competition.

18 Cal. Bus. & Prof. Code § 17203.

19 49. By the conduct alleged herein, DEFENDANT has engaged and continues to
20 engage in a business practice which violates California law, including but not limited to, the
21 applicable Industrial Wage Order(s), the California Code of Regulations and the California
22 Labor Code including Sections 204, 210, 221, 226.7, 246, 510, 512, 1194, 1197, 1197.1, 1198,
23 2802 and the Fair Labor Standards Act and federal regulations promulgated thereunder, for
24 which this Court should issue declaratory and other equitable relief pursuant to Cal. Bus. &
25 Prof. Code § 17203 as may be necessary to prevent and remedy the conduct held to constitute
26 unfair competition, including restitution of wages wrongfully withheld.

27 50. By the conduct alleged herein, DEFENDANT’s practices were unlawful and
28 unfair in that these practices violate public policy, were immoral, unethical, oppressive,

1 unscrupulous or substantially injurious to employees, and were without valid justification or
2 utility for which this Court should issue equitable and injunctive relief pursuant to Section
3 17203 of the California Business & Professions Code, including restitution of wages wrongfully
4 withheld.

5 51. By the conduct alleged herein, DEFENDANT's practices were deceptive and
6 fraudulent in that DEFENDANT's policy and practice failed to provide the legally mandated
7 meal and rest periods, the required amount of compensation for missed meal and rest periods
8 and overtime and minimum wages owed, failed to timely pay wages, and failed to reimburse
9 al necessary business expenses incurred, and failed to provide Fair Labor Standards Act
10 overtime wages due for overtime worked as a result of failing to include non-discretionary
11 incentive compensation into their regular rates of pay for purposes of computing the proper
12 overtime pay due to a business practice that cannot be justified, pursuant to the applicable Cal.
13 Lab. Code, and Industrial Welfare Commission requirements in violation of Cal. Bus. Code §§
14 17200, *et seq.*, and for which this Court should issue injunctive and equitable relief, pursuant
15 to Cal. Bus. & Prof. Code § 17203, including restitution of wages wrongfully withheld.

16 52. By the conduct alleged herein, DEFENDANT's practices were also unlawful,
17 unfair and deceptive in that DEFENDANT's employment practices caused PLAINTIFF and the
18 other members of the CALIFORNIA CLASS to be underpaid during their employment with
19 DEFENDANT.

20 53. By the conduct alleged herein, DEFENDANT's practices were also unlawful,
21 unfair and deceptive in that DEFENDANT's policies, practices and procedures failed to provide
22 all legally required meal breaks to PLAINTIFF and the other members of the CALIFORNIA
23 CLASS as required by Cal. Lab. Code §§ 226.7 and 512.

24 54. Therefore, PLAINTIFF demands on behalf of himself and on behalf of each
25 CALIFORNIA CLASS Member, one (1) hour of pay for each workday in which an off-duty
26 meal period was not timely provided for each five (5) hours of work, and/or one (1) hour of pay
27 for each workday in which a second off-duty meal period was not timely provided for each ten
28 (10) hours of work.

1 55. PLAINTIFF further demands on behalf of himself and each member of the
2 CALIFORNIA LABOR SUB-CLASS, one (1) hour of pay for each workday in which an off
3 duty paid rest period was not timely provided as required by law.

4 56. By and through the unlawful and unfair business practices described herein,
5 DEFENDANT has obtained valuable property, money and services from PLAINTIFF and the
6 other members of the CALIFORNIA CLASS, including earned wages for all time worked, and
7 has deprived them of valuable rights and benefits guaranteed by law and contract, all to the
8 detriment of these employees and to the benefit of DEFENDANT so as to allow DEFENDANT
9 to unfairly compete against competitors who comply with the law.

10 57. All the acts described herein as violations of, among other things, the Industrial
11 Welfare Commission Wage Orders, the California Code of Regulations, and the California
12 Labor Code, were unlawful and in violation of public policy, were immoral, unethical,
13 oppressive and unscrupulous, were deceptive, and thereby constitute unlawful, unfair and
14 deceptive business practices in violation of Cal. Bus. & Prof. Code §§ 17200, *et seq.*

15 58. PLAINTIFF and the other members of the CALIFORNIA CLASS are entitled to,
16 and do, seek such relief as may be necessary to restore to them the money and property which
17 DEFENDANT has acquired, or of which PLAINTIFF and the other members of the
18 CALIFORNIA CLASS have been deprived, by means of the above described unlawful and
19 unfair business practices, including earned but unpaid wages for all time worked.

20 59. PLAINTIFF and the other members of the CALIFORNIA CLASS are further
21 entitled to, and do, seek a declaration that the described business practices are unlawful, unfair
22 and deceptive, and that injunctive relief should be issued restraining DEFENDANT from
23 engaging in any unlawful and unfair business practices in the future.

24 60. PLAINTIFF and the other members of the CALIFORNIA CLASS have no plain,
25 speedy and/or adequate remedy at law that will end the unlawful and unfair business practices
26 of DEFENDANT. Further, the practices herein alleged presently continue to occur unabated.
27 As a result of the unlawful and unfair business practices described herein, PLAINTIFF and the
28 other members of the CALIFORNIA CLASS have suffered and will continue to suffer

1 irreparable legal and economic harm unless DEFENDANT is restrained from continuing to
2 engage in these unlawful and unfair business practices.

3
4 **SECOND CAUSE OF ACTION**

5 **For Failure To Pay Minimum Wages**

6 **[Cal. Lab. Code §§ 1194, 1197 and 1197.1]**

7 **(By PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS**

8 **and Against All Defendants)**

9 61. PLAINTIFF, and the other members of the CALIFORNIA LABOR SUB-
10 CLASS, reallege and incorporate by this reference, as though fully set forth herein, the prior
11 paragraphs of this Complaint.

12 62. PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS
13 bring a claim for DEFENDANT's willful and intentional violations of the California Labor
14 Code and the Industrial Welfare Commission requirements for DEFENDANT's failure to
15 accurately calculate and pay minimum wages to PLAINTIFF and CALIFORNIA CLASS
16 Members.

17 63. Pursuant to Cal. Lab. Code § 204, other applicable laws and regulations, and
18 public policy, an employer must timely pay its employees for all hours worked.

19 64. Cal. Lab. Code § 1197 provides the minimum wage for employees fixed by the
20 commission is the minimum wage to be paid to employees, and the payment of a less wage than
21 the minimum so fixed is unlawful.

22 65. Cal. Lab. Code § 1194 establishes an employee's right to recover unpaid wages,
23 including minimum wage compensation and interest thereon, together with the costs of suit.

24 66. DEFENDANT maintained a wage practice of paying PLAINTIFF and the other
25 members of the CALIFORNIA LABOR SUB-CLASS without regard to the correct amount of
26 time they work. As set forth herein, DEFENDANT's policy and practice was to unlawfully and
27 intentionally deny timely payment of wages due to PLAINTIFF and the other members of the
28 CALIFORNIA LABOR SUB-CLASS.

1 67. DEFENDANT's unlawful wage and hour practices manifested, without limitation,
2 applicable to the CALIFORNIA LABOR SUB-CLASS as a whole, as a result of implementing
3 a policy and practice that denies accurate compensation to PLAINTIFF and the other members
4 of the CALIFORNIA LABOR SUB-CLASS in regards to minimum wage pay.

5 68. In committing these violations of the California Labor Code, DEFENDANT
6 inaccurately calculated the correct time worked and consequently underpaid the actual time
7 worked by PLAINTIFF and other members of the CALIFORNIA LABOR SUB-CLASS.
8 DEFENDANT acted in an illegal attempt to avoid the payment of all earned wages, and other
9 benefits in violation of the California Labor Code, the Industrial Welfare Commission
10 requirements and other applicable laws and regulations.

11 69. As a direct result of DEFENDANT's unlawful wage practices as alleged herein,
12 PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS did not
13 receive the correct minimum wage compensation for their time worked for DEFENDANT.

14 70. During the CALIFORNIA LABOR SUB-CLASS PERIOD, DEFENDANT
15 required, permitted or suffered PLAINTIFF and CALIFORNIA LABOR SUB-CLASS
16 Members to work without paying them for all the time they were under DEFENDANT's
17 control. During the CALIFORNIA LABOR SUB-CLASS PERIOD, PLAINTIFF and the other
18 members of the CALIFORNIA LABOR SUB-CLASS were paid less for time worked that they
19 were entitled to, constituting a failure to pay all earned wages.

20 71. By virtue of DEFENDANT's unlawful failure to accurately pay all earned
21 compensation to PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-
22 CLASS for the true time they worked, PLAINTIFF and the other members of the
23 CALIFORNIA LABOR SUB-CLASS have suffered and will continue to suffer an economic
24 injury in amounts which are presently unknown to them and which will be ascertained
25 according to proof at trial.

26 72. DEFENDANT knew or should have known that PLAINTIFF and the other
27 members of the CALIFORNIA LABOR SUB-CLASS were under compensated for their time
28 worked. DEFENDANT elected, either through intentional malfeasance or gross nonfeasance,

1 to not pay employees for their labor as a matter of company policy, practice and procedure, and
2 DEFENDANT perpetrated this scheme by refusing to pay PLAINTIFF and the other members
3 of the CALIFORNIA LABOR SUB-CLASS the correct minimum wages for their time worked.

4 73. In performing the acts and practices herein alleged in violation of California labor
5 laws, and refusing to compensate the members of the CALIFORNIA LABOR SUB-CLASS for
6 all time worked and provide them with the requisite compensation, DEFENDANT acted and
7 continues to act intentionally, oppressively, and maliciously toward PLAINTIFF and the other
8 members of the CALIFORNIA LABOR SUB-CLASS with a conscious and utter disregard for
9 their legal rights, or the consequences to them, and with the despicable intent of depriving them
10 of their property and legal rights, and otherwise causing them injury in order to increase
11 company profits at the expense of these employees.

12 74. PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS
13 therefore request recovery of all unpaid wages, according to proof, interest, statutory costs, as
14 well as the assessment of any statutory penalties against DEFENDANT, in a sum as provided
15 by the California Labor Code and/or other applicable statutes. To the extent minimum wage
16 compensation is determined to be owed to the CALIFORNIA LABOR SUB-CLASS Members
17 who have terminated their employment, DEFENDANT's conduct also violates Labor Code §§
18 201 and/or 202, and therefore these individuals are also be entitled to waiting time penalties
19 under Cal. Lab. Code § 203, which penalties are sought herein on behalf of these
20 CALIFORNIA LABOR SUB-CLASS Members. DEFENDANT's conduct as alleged herein
21 was willful, intentional and not in good faith. Further, PLAINTIFF and other CALIFORNIA
22 LABOR SUB-CLASS Members are entitled to seek and recover statutory costs.

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1 **THIRD CAUSE OF ACTION**

2 **For Failure To Pay Overtime Compensation**

3 **[Cal. Lab. Code §§ 510, *et seq.*]**

4 **(By PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS and Against All**
5 **Defendants)**

6 75. PLAINTIFF, and the other members of the CALIFORNIA LABOR SUB-CLASS,
7 reallege and incorporate by this reference, as though full set forth herein, the prior paragraphs
8 of this Complaint.

9 76. PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS
10 bring a claim for DEFENDANT's willful and intentional violations of the California Labor
11 Code and the Industrial Welfare Commission requirements for DEFENDANT's failure to pay
12 these employees for all overtime worked, including, work performed in excess of eight (8)
13 hours in a workday, and/or twelve (12) hours in a workday, and/or forty (40) hours in any
14 workweek.

15 77. Pursuant to Cal. Lab. Code § 204, other applicable laws and regulations, and
16 public policy, an employer must timely pay its employees for all hours worked.

17 78. Cal. Lab. Code § 510 further provides that employees in California shall not be
18 employed more than eight (8) hours per workday and more than forty (40) hours per workweek
19 unless they receive additional compensation beyond their regular wages in amounts specified
20 by law.

21 79. Cal. Lab. Code § 1194 establishes an employee's right to recover unpaid wages,
22 including minimum wage and overtime compensation and interest thereon, together with the
23 costs of suit. Cal. Lab. Code § 1198 further states that the employment of an employee for
24 longer hours than those fixed by the Industrial Welfare Commission is unlawful.

25 80. During the CALIFORNIA LABOR SUB-CLASS PERIOD, PLAINTIFF and
26 CALIFORNIA LABOR SUB-CLASS Members were required, permitted or suffered by
27 DEFENDANT to work for DEFENDANT and were not paid for all the time they worked,
28 including overtime work.

1 81. DEFENDANT's unlawful wage and hour practices manifested, without limitation,
2 applicable to the CALIFORNIA LABOR SUB-CLASS as a whole, as a result of implementing
3 a policy and practice that failed to accurately record overtime worked by PLAINTIFF and other
4 CALIFORNIA LABOR SUB-CLASS Members and denied accurate compensation to
5 PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS for overtime
6 worked, including, the overtime work performed in excess of eight (8) hours in a workday,
7 and/or twelve (12) hours in a workday, and/or forty (40) hours in any workweek.

8 82. In committing these violations of the California Labor Code, DEFENDANT
9 inaccurately recorded overtime worked and consequently underpaid the overtime worked by
10 PLAINTIFF and other CALIFORNIA LABOR-SUB CLASS Members. DEFENDANT acted
11 in an illegal attempt to avoid the payment of all earned wages, and other benefits in violation
12 of the California Labor Code, the Industrial Welfare Commission requirements and other
13 applicable laws and regulations.

14 83. As a direct result of DEFENDANT's unlawful wage practices as alleged herein,
15 the PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS did not
16 receive full compensation for overtime worked.

17 84. Cal. Lab. Code § 515 sets out various categories of employees who are exempt
18 from the overtime requirements of the law. None of these exemptions are applicable to the
19 PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS. Further,
20 PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS were not
21 subject to a valid collective bargaining agreement that would preclude the causes of action
22 contained herein this Complaint. Rather, PLAINTIFF brings this Action on behalf of herself
23 and the CALIFORNIA LABOR SUB-CLASS based on DEFENDANT's violations of non-
24 negotiable, non-waiveable rights provided by the State of California.

25 85. During the CALIFORNIA LABOR SUB-CLASS PERIOD, PLAINTIFF and the
26 other members of the CALIFORNIA LABOR SUB-CLASS have been paid less for overtime
27 worked that they are entitled to, constituting a failure to pay all earned wages..

28 86. DEFENDANT failed to accurately pay the PLAINTIFF and the other members

1 of the CALIFORNIA LABOR SUB-CLASS overtime wages for the time they worked which
2 was in excess of the maximum hours permissible by law as required by Cal. Lab. Code §§ 510,
3 1194 & 1198, even though PLAINTIFF and the other members of the CALIFORNIA LABOR
4 SUB-CLASS were required to work, and did in fact work, overtime as to which DEFENDANT
5 failed to accurately record and pay as evidenced by DEFENDANT's business records and
6 witnessed by employees.

7 87. By virtue of DEFENDANT's unlawful failure to accurately pay all earned
8 compensation to PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-
9 CLASS for the true amount of time they worked, PLAINTIFF and the other members of the
10 CALIFORNIA LABOR SUB-CLASS have suffered and will continue to suffer an economic
11 injury in amounts which are presently unknown to them and which will be ascertained
12 according to proof at trial.

13 88. DEFENDANT knew or should have known that PLAINTIFF and the other
14 members of the CALIFORNIA LABOR SUB-CLASS were under compensated for all overtime
15 worked. DEFENDANT elected, either through intentional malfeasance or gross nonfeasance,
16 to not pay employees for their labor as a matter of company policy, practice and procedure, and
17 DEFENDANT perpetrated this scheme by refusing to pay PLAINTIFF and the other members
18 of the CALIFORNIA LABOR SUB-CLASS for overtime worked.

19 89. In performing the acts and practices herein alleged in violation of California labor
20 laws, and refusing to compensate the members of the CALIFORNIA LABOR SUB-CLASS for
21 all overtime worked and provide them with the requisite overtime compensation, DEFENDANT
22 acted and continues to act intentionally, oppressively, and maliciously toward PLAINTIFF and
23 the other members of the CALIFORNIA LABOR SUB-CLASS with a conscious of and utter
24 disregard for their legal rights, or the consequences to them, and with the despicable intent of
25 depriving them of their property and legal rights, and otherwise causing them injury in order
26 to increase company profits at the expense of these employees.

27 90. PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS
28 therefore request recovery of all overtime wages, according to proof, interest, statutory costs,

1 as well as the assessment of any statutory penalties against DEFENDANT, in a sum as provided
2 by the California Labor Code and/or other applicable statutes. To the extent minimum and/or
3 overtime compensation is determined to be owed to the CALIFORNIA LABOR SUB-CLASS
4 Members who have terminated their employment, DEFENDANT's conduct also violates Labor
5 Code §§ 201 and/or 202, and therefore these individuals are also be entitled to waiting time
6 penalties under Cal. Lab. Code § 203, which penalties are sought herein on behalf of these
7 CALIFORNIA LABOR SUB-CLASS Members. DEFENDANT's conduct as alleged herein
8 was willful, intentional and not in good faith. Further, PLAINTIFF and other CALIFORNIA
9 LABOR SUB-CLASS Members are entitled to seek and recover statutory costs.

10
11 **FOURTH CAUSE OF ACTION**

12 **For Failure to Provide Required Meal Periods**

13 **[Cal. Lab. Code §§ 226.7 & 512]**

14 **(By PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS and Against All**
15 **Defendants)**

16 91. PLAINTIFF, and the other members of the CALIFORNIA LABOR SUB-CLASS,
17 reallege and incorporate by this reference, as though fully set forth herein, the prior paragraphs
18 of this Complaint.

19 92. During the CALIFORNIA CLASS PERIOD, DEFENDANT from time to time
20 failed to provide all the legally required off-duty meal breaks to PLAINTIFF and the other
21 CALIFORNIA LABOR SUB-CLASS Members as required by the applicable Wage Order and
22 Labor Code. The nature of the work performed by PLAINTIFF and CALIFORNIA LABOR
23 SUB-CLASS MEMBERS did not prevent these employees from being relieved of all of their
24 duties for the legally required off-duty meal periods. As a result of their rigorous work
25 schedules, PLAINTIFF and other CALIFORNIA LABOR SUB-CLASS Members were from
26 time to time not fully relieved of duty by DEFENDANT for their meal periods. Additionally,
27 DEFENDANT's failure to provide PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS
28 Members with legally required meal breaks prior to their fifth (5th) hour of work is evidenced

1 by DEFENDANT's business records from time to time. Further, DEFENDANT failed to
2 provide PLAINTIFF and CALIFORNIA CLASS Members with a second off-duty meal period
3 in some workdays in which these employees were required by DEFENDANT to work ten (10)
4 hours of work from time to time. As a result, PLAINTIFF and other members of the
5 CALIFORNIA LABOR SUB-CLASS therefore forfeited meal breaks without additional
6 compensation and in accordance with DEFENDANT's strict corporate policy and practice.

7 93. DEFENDANT further violates California Labor Code §§ 226.7 and the applicable
8 IWC Wage Order by failing to compensate PLAINTIFF and CALIFORNIA LABOR SUB-
9 CLASS Members who were not provided a meal period, in accordance with the applicable
10 Wage Order, one additional hour of compensation at each employee's regular rate of pay for
11 each workday that a meal period was not provided.

12 94. As a proximate result of the aforementioned violations, PLAINTIFF and
13 CALIFORNIA LABOR SUB-CLASS Members have been damaged in an amount according
14 to proof at trial, and seek all wages earned and due, interest, penalties, expenses and costs of
15 suit.

16
17 **FIFTH CAUSE OF ACTION**

18 **For Failure to Provide Required Rest Periods**

19 **[Cal. Lab. Code §§ 226.7 & 512]**

20 **(By PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS and Against All**
21 **Defendants)**

22 95. PLAINTIFF, and the other members of the CALIFORNIA LABOR SUB-CLASS,
23 reallege and incorporate by this reference, as though fully set forth herein, the prior paragraphs
24 of this Complaint.

25 96. PLAINTIFF and other CALIFORNIA LABOR SUB-CLASS Members were from
26 time to time required to work in excess of four (4) hours without being provided ten (10) minute
27 rest periods. Further, these employees from time to time were denied their first rest periods of
28 at least ten (10) minutes for some shifts worked of at least two (2) to four (4) hours, a first and

1 second rest period of at least ten (10) minutes for some shifts worked of between six (6) and
2 eight (8) hours, and a first, second and third rest period of at least ten (10) minutes for some
3 shifts worked of ten (10) hours or more from time to time. PLAINTIFF and other
4 CALIFORNIA LABOR SUB-CLASS Members were also not provided with one hour wages
5 in lieu thereof. As a result of their rigorous work schedules, PLAINTIFF and other
6 CALIFORNIA LABOR SUB-CLASS Members were periodically denied their proper rest
7 periods by DEFENDANT and DEFENDANT's managers.

8 97. DEFENDANT further violated California Labor Code §§ 226.7 and the applicable
9 IWC Wage Order by failing to compensate PLAINTIFF and CALIFORNIA LABOR SUB-
10 CLASS Members who were not provided a rest period, in accordance with the applicable Wage
11 Order, one additional hour of compensation at each employee's regular rate of pay for each
12 workday that rest period was not provided.

13 98. As a proximate result of the aforementioned violations, PLAINTIFF and
14 CALIFORNIA LABOR SUB-CLASS Members have been damaged in an amount according
15 to proof at trial, and seek all wages earned and due, interest, penalties, expenses and costs of
16 suit.

17 **SIXTH CAUSE OF ACTION**

18 **For Failure to Provide Accurate Itemized Statements**

19 **[Cal. Lab. Code § 226]**

20 **(By PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS and Against All**
21 **Defendants)**

22 99. PLAINTIFF, and the other members of the CALIFORNIA LABOR SUB-
23 CLASS, reallege and incorporate by this reference, as though fully set forth herein, the prior
24 paragraphs of this Complaint.

25 100. Cal. Labor Code § 226 provides that an employer must furnish employees
26 with
27 an "accurate itemized" statement in writing showing:

28 (1) gross wages earned,

(2) total hours worked by the employee, except for any employee whose compensation is solely based on a salary and who is exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission,
(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 his or her social security number, except that by January 1, 2008, only the last four digits of his or her social security number or an employee identification number other than a social security number may be shown on the itemized statement,
(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.

101. From time to time, DEFENDANT also failed to provide PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS with complete and accurate wage statements which failed to show, among other things, the correct gross and net wages earned. Cal. Lab. Code § 226 provides that every employer shall furnish each of his or her employees with an accurate itemized wage statement in writing showing, among other things, gross wages earned and all applicable hourly rates in effect during the pay period and the corresponding amount of time worked at each hourly rate. Aside, from the violations listed above in this paragraph, DEFENDANT failed to issue to PLAINTIFF an itemized wage statement that lists all the requirements under California Labor Code 226 *et seq.* As a result, DEFENDANT from time to time provided PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS with wage statements which violated Cal. Lab. Code § 226.

102. DEFENDANT knowingly and intentionally failed to comply with Cal. Lab. Code § 226, causing injury and damages to PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS. These damages include, but are not limited to, costs expended calculating the correct wages for all missed meal and rest breaks and the amount of employment taxes which were not properly paid to state and federal tax authorities. These damages are difficult to estimate. Therefore, PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS may elect to recover liquidated damages of fifty

1 dollars (\$50.00) for the initial pay period in which the violation occurred, and one hundred
2 dollars (\$100.00) for each violation in a subsequent pay period pursuant to Cal. Lab. Code §
3 226, in an amount according to proof at the time of trial (but in no event more than four
4 thousand dollars (\$4,000.00) for PLAINTIFF and each respective member of the
5 CALIFORNIA LABOR SUB-CLASS herein).

6
7 **SEVENTH CAUSE OF ACTION**

8 **For Failure to Reimburse Employees for Required Expenses**

9 **[Cal. Lab. Code § 2802]**

10 **(By PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS and Against All**
11 **Defendants)**

12 103. PLAINTIFF and the other CALIFORNIA LABOR SUB-CLASS members
13 reallege and incorporate by this reference, as though fully set forth herein, the prior
14 paragraphs of this Complaint.

15 104. Cal. Lab. Code § 2802 provides, in relevant part, that:

16 An employer shall indemnify his or her employee for all necessary
17 expenditures or losses incurred by the employee in direct consequence of the
18 discharge of his or her duties, or of his or her obedience to the directions of the
19 employer, even though unlawful, unless the employee, at the time of obeying
20 the directions, believed them to be unlawful.

21 105. At all relevant times herein, DEFENDANT violated Cal. Lab. Code § 2802,
22 by failing to indemnify and reimburse PLAINTIFF and the CALIFORNIA LABOR SUB-
23 CLASS members for required expenses incurred in the discharge of their job duties for
24 DEFENDANT's benefit. DEFENDANT failed to reimburse PLAINTIFF and the
25 CALIFORNIA LABOR SUB-CLASS members for expenses which included, but were not
26 limited to, costs related to using their personal cellular phones on behalf of and for the
27 benefit of DEFENDANT. Specifically, PLAINTIFF and other CALIFORNIA LABOR
28 SUB-CLASS Members were required by DEFENDANT to use their personal cellular
phones in order to perform work related job tasks. DEFENDANT's policy and practice was

1 to not reimburse PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS members for
2 expenses resulting from using their personal cellular phones for DEFENDANT within the
3 course and scope of their employment for DEFENDANT. These expenses were necessary
4 to complete their principal job duties. DEFENDANT is estopped by DEFENDANT's
5 conduct to assert any waiver of this expectation. Although these expenses were necessary
6 expenses incurred by PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS members,
7 DEFENDANT failed to indemnify and reimburse PLAINTIFF and the CALIFORNIA
8 LABOR SUB-CLASS members for these expenses as an employer is required to do under
9 the laws and regulations of California.

10 106. PLAINTIFF therefore demands reimbursement for expenditures or losses
11 incurred by herself and the CALIFORNIA LABOR SUB-CLASS members in the discharge
12 of their job duties for DEFENDANT, or their obedience to the directions of DEFENDANT,
13 with interest at the statutory rate and costs under Cal. Lab. Code § 2802.

14 **EIGHTH CAUSE OF ACTION**

15 **For Failure to Pay Wages When Due**

16 **[Cal. Lab. Code §§ 201, 202, 203]**

17 **(By PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS**
18 **and Against All Defendants)**

19 104. PLAINTIFF, and the other members of the CALIFORNIA LABOR SUB-
20 CLASS, reallege and incorporate by reference, as though fully set forth herein, the prior
21 paragraphs of this Complaint.

22 105. Cal. Lab. Code § 200 provides, in relevant part, that:

23 As used in this article:

24 (a) "Wages" includes all amounts for labor performed by employees of
every description, whether the amount is fixed or ascertained by the
25 standard of time, task, piece, Commission basis, or other method of calculation.

26 (b) "Labor" includes labor, work, or service whether rendered or
performed under contract, subcontract, partnership, station plan, or other
27 agreement if the labor to be paid for is performed personally by the person
demanding payment.

28 106. Cal. Lab. Code § 201 provides, in relevant part, "that If an employer

1 discharges an employee, the wages earned and unpaid at the time of discharge are due and
2 payable immediately.”

3 107. Cal. Lab. Code § 202 provides, in relevant part, that:

4 If an employee not having a written contract for a definite period quits his
5 or her employment, his or her wages shall become due and payable not
6 later than 72 hours thereafter, unless the employee has given 72 hours
7 previous notice of his or her intention to quit, in which case the employee
8 is entitled to his or her wages at the time of quitting. Notwithstanding any
9 other provision of law, an employee who quits without providing a 72-
10 hour notice shall be entitled to receive payment by mail if he or she so
11 requests and designates a mailing address. The date of the mailing shall
12 constitute the date of payment for purposes of the requirement to provide
13 payment within 72 hours of the notice of quitting.

14 108. There was no definite term in PLAINTIFF’s or any CALIFORNIA LABOR
15 SUB-CLASS Members’ employment contract.

16 109. Cal. Lab. Code § 203 provides, in relevant part, that:

17 If an employer willfully fails to pay, without abatement or reduction, in
18 accordance with Sections 201, 201.5, 202, and 205.5, any wages of an
19 employee who is discharged or who quits, the wages of the employee shall
20 continue as a penalty from the due date thereof at the same rate until paid
21 or until an action therefor is commenced; but the wages shall not continue
22 for more than 30 days.

23 110. The employment of PLAINTIFF and many CALIFORNIA LABOR SUB-
24 CLASS Members has terminated and DEFENDANT has not tendered payment of all wages
25 owed as required by law.

26 111. Therefore, as provided by Cal Lab. Code § 203, on behalf of herself and the
27 members of the CALIFORNIA LABOR SUB-CLASS whose employment has terminated
28 and who have not been fully paid their wages due to them, PLAINTIFF demands thirty days
of pay as penalty for not paying all wages due at time of termination for all employees who
terminated employment during the CALIFORNIA LABOR SUB-CLASS PERIOD and
demands an accounting and payment of all wages due, plus interest and statutory costs as
allowed by law.

PRAYER FOR RELIEF

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

- 1 1. On behalf of the CALIFORNIA CLASS:
- 2 A) That the Court certify the First Cause of Action asserted by the CALIFORNIA
- 3 CLASS as a class action pursuant to Cal. Code of Civ. Proc. § 382;
- 4 B) An order temporarily, preliminarily and permanently enjoining and restraining
- 5 DEFENDANT from engaging in similar unlawful conduct as set forth herein;
- 6 C) An order requiring DEFENDANT to pay all wages and all sums unlawfully
- 7 withheld from compensation due to PLAINTIFF and the other members of the
- 8 CALIFORNIA CLASS; and,
- 9 D) Restitutionary disgorgement of DEFENDANT's ill-gotten gains into a fluid fund
- 10 for restitution of the sums incidental to DEFENDANT's violations due to
- 11 PLAINTIFF and to the other members of the CALIFORNIA CLASS.
- 12 2. On behalf of the CALIFORNIA LABOR SUB-CLASS:
- 13 A) That the Court certify the Second, Third, Fourth, Fifth, Sixth, Seventh Causes of
- 14 Action asserted by the CALIFORNIA LABOR SUB-CLASS as a class action
- 15 pursuant to Cal. Code of Civ. Proc. § 382;
- 16 B) Compensatory damages, according to proof at trial, including compensatory
- 17 damages for minimum and overtime compensation due PLAINTIFF and the other
- 18 members of the CALIFORNIA LABOR SUB-CLASS, during the applicable
- 19 CALIFORNIA LABOR SUB-CLASS PERIOD plus interest thereon at the
- 20 statutory rate;
- 21 C) The greater of all actual damages or fifty dollars (\$50) for the initial pay period
- 22 in which a violation occurs and one hundred dollars (\$100) per each member of
- 23 the CALIFORNIA LABOR SUB-CLASS for each violation in a subsequent pay
- 24 period, not exceeding an aggregate penalty of four thousand dollars (\$4,000), and
- 25 an award of costs for violation of Cal. Lab. Code § 226;
- 26 D) Meal and rest period compensation pursuant to Cal. Lab. Code §§ 226.7, 512 and
- 27 the applicable IWC Wage Order;
- 28 E) For liquidated damages pursuant to California Labor Code Sections 1194.2 and

1197;

F) The amount of the expenses PLAINTIFF and each member of the CALIFORNIA LABOR SUBCLASS incurred in the course of their job duties, plus interest, and costs of suit.; and,

G) The wages of all terminated employees in the CALIFORNIA LABOR SUB-CLASS as a penalty from the due date thereof at the same rate until paid or until an action therefore is commenced, in accordance with Cal. Lab. Code § 203.

3. On all claims:

A) An award of interest, including prejudgment interest at the legal rate;

B) Such other and further relief as the Court deems just and equitable; and,

C) An award of penalties, attorneys' fees and cost of suit, as allowable under the law, including, but not limited to, pursuant to Labor Code §221, §226, §1194, and/or §2802.

Dated: November 16, 2021 BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

By: _____
Norman B. Blumenthal
Attorneys for Plaintiff

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DEMAND FOR A JURY TRIAL

PLAINTIFF demands a jury trial on issues triable to a jury.

Dated: November 16, 2021 BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

By: _____
Norman B. Blumenthal
Attorneys for Plaintiff

EXHIBIT #3

BLUMENTHAL NORDREHAUG
BHOWMIK DE BLOUW LLP
2255 CALLE CLARA
LA JOLLA, CA 92037
(858) 551-1223

JULY 31, 2026

NICHOLAS CABELLOS

RE: PANINI KABOB GRILL
FILE NUMBER: CA2522.001

ATTORNEY FEES

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
01/07/22	SB	REVIEW COMPLAINT FOR FILING, ANALYZE, ADVISE ND	2.80	450	1,260.00
01/11/22	SB	REVISE COMPLAINT FOR FILING, ADVISE ND	2.40	450	1,080.00
02/24/22	RE	REVIEW CASE NOTES/DAMAGE ANALYSIS AND AVAILABLE PAYSTUBS	0.50	675	337.50
02/24/22	RE	REVIEW, EDIT & FINALIZE CLASS ACTION COMPLAINT DRAFT FOR NEXT DAY FILING	2.00	675	1,350.00
02/25/22	RE	DRAFT SUMMONS, ADDITIONAL PARTIES FORM RE SUMMONS, CIVIL CASE COVER SHEET & CERTIFICATE OF ASSIGNMENT RE CLASS ACTION CASE	0.70	675	472.50
02/25/22	RE	REVIEW & FINALIZE CLASS ACTION COMPLAINT PACKAGE; FILE IN SAN BERNARDINO SUP. CT.	0.75	675	506.25
03/28/22	RE	PURCHASE & REVIEW INITIAL CMC ORDER; MEMO TO FIRM RE JUDICIAL ASSIGNMENT AND STATUS OF INITIAL CMC	0.60	675	405.00
04/18/22	RE	PREPARE INITIAL DOCUMENTS FOR SERVICE OF PROCESS; IDENTIFY REGISTERED AGENT FOR 8 DEFENDANTS; SEND OUT FOR	1.00	675	675.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		SERVICE VIA KNOX			
04/26/22	RE	FILE PROOF OF SERVICE RE 8 DEFENDANTS; MEMO TO FIRM RE POST-SERVICE WRITTEN DISCOVERY	0.50	675	337.50
05/03/22	KH	DRAFT REQUEST FOR DISMISSAL OF CLASS ACTION; DECLARATION IN SUPPORT OF REQUEST PER CRC; PROPOSED ORDER AND PROOF OF SERVICE WITH INITIAL SERVICE LIST.	1.00		0.00
05/05/22	PM	REVIEW AND REVISE REQUEST FOR DISMISSAL AND SUPPORTING DOCUMENTS.	0.50	750	375.00
05/06/22	KH	REVIEW/REVISE REQUEST FOR DISMISSAL, SUPPORTING DECLARATION, PROPOSED ORDER; FINALIZE WITH UPDATED PROOF OF SERVICE; PREPARE FOR SUBMISSION TO COURT WITH E-SERVICE ON ALL COUNSEL.	0.80		0.00
05/11/22	RE	DRAFT PAGA ONLY REPRESENTATIVE ACTION COMPLAINT	2.70	675	1,822.50
05/11/22	RE	DRAFT SUMMONS, CIVIL CASE COVER SHEET & CERTIFICATE OF COUNSEL	0.60	675	405.00
05/11/22	RE	REVIEW, FINALIZE COMPLAINT PACKAGE; FILE IN SB SUP. CT.	0.50	675	337.50
06/06/22	CJ	RESEARCH CASE ADN CLAIMS, STATUS OF MEET AND CONFER AND DOCKET IN CLASS ACTION AND PAGA ACTION	1.00	550	550.00

TOTAL BILLED HOURS

CHARLOTTE JAMES	1.00 hr @ 550.00	\$ 550.00
KARLA HORNE	1.80 hr @ 0.00	No Charge
PIYA MUKHERJEE	0.50 hr @ 750.00	\$ 375.00
RICO EHMANN	9.85 hr @ 675.00	\$ 6,648.75
SCOTT BLUMENTHAL	5.20 hr @ 450.00	\$ 2,340.00

TOTAL PROFESSIONAL SERVICES		18.35	<u>\$ 9,913.75</u>
COSTS ADVANCED			
11/18/21	PAGA FILING FEE		75.00
02/24/22	PAGA FILING FEE		75.00
03/28/22	FILING/ONE LEGAL FEE		1,603.52
03/28/22	COURT FEE FOR PULLING DOCUMENTS FROM DOCKET		3.50
04/30/22	MESSENGER - KNOX		<u>584.40</u>
TOTAL COSTS ADVANCED			<u>\$ 2,341.42</u>
TOTAL CURRENT CHARGES			<u>\$ 12,255.17</u>

EXHIBIT #4

Blumenthal Nordrehaug Bhowmik DeBlouw LLP

2255 CALLE CLARA
LA JOLLA, CA - California 92037-3107

INVOICE

Invoice # 2
Date: 07/31/2026
Due On: 08/30/2026

Nicholas Ceballos
13387 Treadwell Avenue
Chino, CA 91710

CA2522

PKG Catering (Panini Kabob Grill)

Services

Attorney	Date	Notes	Quantity	Rate	Total
RE	06/15/2022	Review court returned documents re PAGA only action; review docket; memo to firm re judicial/department assignment and status of initial case management conference	0.50	\$475.00	\$237.50
RE	06/15/2022	Upload PAGA only complaint to LWDA website; save confirmation for future verification of notice to LWDA	0.40	\$475.00	\$190.00
RE	06/15/2022	Review Notice of Filing Fees Due re \$1,000 fee; order fee to be paid via Knox re paga only action	0.40	\$475.00	\$190.00
RE	06/21/2022	Prepare documents for service of process re paga only action re 8 defendants; confirm registered agent; send out for service re 8 defendants	1.50	\$475.00	\$712.50
RE	06/30/2022	File Proof of Service of Summons re paga only action re 8 defendants	0.50	\$475.00	\$237.50
KH	08/03/2022	Draft initial discovery in the PAGA action: Form Interrogatories - Employment Law; Special Interrogatories (with draft Belaire West Notice); Requests for Admission; Requests for Production; and Notice of Taking Deposition of Defendant.	1.80	\$250.00	\$450.00
CJ	08/03/2022	Research case status, posture and claims at issue in preparation fro revising set 1 discovery for service	1.00	\$550.00	\$550.00

CJ	08/16/2022	Research status of case and claims - complaint, case notes, and prior orders in prep to meet and confer	1.00	\$550.00	\$550.00
PM	08/19/2022	Review docket and status of action and strategize.	0.50	\$750.00	\$375.00
RE	08/23/2022	Review file; confer w C James re status of service re paga action; emails re same	0.40	\$475.00	\$190.00
CJ	08/23/2022	Continue research status of case, claims, case notes, prior orders, draft Request to Continue CMC	1.50	\$550.00	\$825.00
KH	08/24/2022	Review/revise Plaintiff's Request to Continue the Case Management Conference 30-45 Days so Defendant may Appear in this Action and the Parties may Meet & Confer; and [Proposed] Order Thereon; Finalize with proof of service and prepare for submission to Court with E-service on opposing counsel.	0.50	\$250.00	\$125.00
PM	08/24/2022	Review status of action and service; advise team re the same.	0.50	\$750.00	\$375.00
CJ	08/24/2022	Review status of case, finalize request to continue CMC, sent for filing	0.50	\$550.00	\$275.00
CJ	08/29/2022	Prepare for and conduct meet and confer re PAGA action	1.00	\$550.00	\$550.00
CJ	08/30/2022	Research ROA, prepare for CMC, appear at CMC	1.50	\$550.00	\$825.00
CJ	08/30/2022	Advise PM re arb issue	0.25	\$550.00	\$137.50
VR	12/01/2022	Receipt and Review of Correspondence: review correspondence between parties; review revisions to amended complaint; advise PM	0.40	\$750.00	\$300.00
PM	12/20/2022	Review Def. MTC Arb; Draft opposition to Def. MTC Arb.	4.50	\$750.00	\$3,375.00
PM	12/21/2022	Review and revise and finalize opposition to Def. MTC Arb; Draft/finalize supporting declaration.	2.00	\$750.00	\$1,500.00
PM	12/27/2022	Review and Revise stipulation in PAGA action to stay representative PAGA portion pending Adolph v. Uber decision.	0.50	\$750.00	\$375.00
VR	12/28/2022	Review and Analyze: review court's orders and docket; review prior CMC statements; review motion to compel arb and opp; advise PM	1.50	\$750.00	\$1,125.00
PM	01/11/2023	Review docket and status of motion to compel arbitration; correspond with defense counsel.	0.50	\$750.00	\$375.00
VR	05/08/2023	Correspondence with Opposing Counsel: correspondence re arbitration and scheduling;	0.50	\$750.00	\$375.00

		review arb rules; review orders; advise PM			
CJ	05/10/2023	Review/ Analyze Viking case and Adolph case and potential impact on this case, review article 360 re same	1.00	\$550.00	\$550.00
VR	06/01/2023	Draft: draft and prepare claimant's rule 17 exchange information and documents; review documents; conference with claimant; correspondence to claimant; correspondence to respondent's counsel	2.50	\$750.00	\$1,875.00
VR	09/18/2023	Receipt and Review of Correspondence: review correspondence between parties; review declaration re respondents; legal research re joint employer issue; advise PM and NDB	2.10	\$750.00	\$1,575.00
VR	09/20/2023	Draft: draft written discovery requests; review correspondence between parties; review arbitrator's orders and guidelines; advise PM	2.30	\$750.00	\$1,725.00
GG	12/28/2023	Review ROA, advise Chrystal re calendaring of continued Arb. review hearing.	0.20	\$250.00	\$50.00
VR	12/29/2023	Review and Analyze: review discovery and deadlines; review correspondence between parties; advise PM	0.60	\$750.00	\$450.00
VR	01/03/2024	attendance at arb hrg; review discovery and docs; advise PM	2.50	\$750.00	\$1,875.00
GG	01/03/2024	Review ROA and confirm hearing information for 1/10/24. Download/circulate orders.	0.40	\$250.00	\$100.00
PM	01/03/2024	Review and analyze Def. documents; analyze legal and factual issues for arbitration trial; strategize re remaining discovery needed.	3.00	\$750.00	\$2,250.00
VR	01/04/2024	Review and Analyze: review and analyze court's orders and docket; review complaint and stipulation re arbitration	0.50	\$750.00	\$375.00
VR	01/04/2024	Draft: draft proposed dismissal of respondents; draft PMK deposition notice; review discovery; correspondence to Def; advise PM	2.90	\$750.00	\$2,175.00
PM	01/04/2024	Strategize re dismissal of certain defendants; advise VR re the same.	0.50	\$750.00	\$375.00
GG	01/16/2024	Review Notice of Related case, download related case from ROA.	0.30	\$250.00	\$75.00
PM	01/16/2024	Telephonic conference with co-counsel; review complaints in co-counsels' cases and analyze; draft summary memo of call and circulate to AJB.	1.50	\$750.00	\$1,125.00
VR	01/31/2024	telephone conference of counsel re arbitration and mediation; review documents; prep for call;	0.70	\$750.00	\$525.00

advise PM and AJB					
PM	02/05/2024	Review Def. documents and analyze Def. handbook; telephonic conference with co-counsel.	0.75	\$750.00	\$562.50
VR	02/20/2024	appearance at arbitration conference call; prep for call; follow up; advise PM	1.70	\$750.00	\$1,275.00
VR	03/07/2024	Draft: draft statement re status of arbitration; review correspondence between parties; telephone call with defendant; review arbitration; advise PM	2.40	\$750.00	\$1,800.00
GG	03/07/2024	File and serve Statement re Hearing re Completion of Arbitration	0.40	\$250.00	\$100.00
PM	03/18/2024	Review complaints in related action and analyze; draft JPA.	1.50	\$750.00	\$1,125.00
PM	03/21/2024	Review mediation data request; review legal and factual claims.	2.00	\$750.00	\$1,500.00
CJ	03/28/2024	Evaluate complaint, claims and case notes, review exhibit book and status of pre-mediation docs	1.00	\$550.00	\$550.00
CJ	03/28/2024	Draft mediation data and document demand	1.00	\$550.00	\$550.00
CJ	03/28/2024	Research status of related cases and JPA	1.00	\$550.00	\$550.00
CJ	03/29/2024	Correspond with co counsel re correspondence, revise and finalize mediation data and document request	0.50	\$550.00	\$275.00
CJ	04/19/2024	Review status of mediation documents, advise PM re same	0.50	\$550.00	\$275.00
CJ	04/23/2024	Review CMC Statement, case and claims, review CMO and research ROA	1.00	\$550.00	\$550.00
CJ	04/23/2024	Appear at CMC	0.50	\$550.00	\$275.00
CJ	04/23/2024	Prepare for and conduct t/c with Plaintiff re update on case, deposition availability and mediation, advise re discovery and annotate from call	1.50	\$550.00	\$825.00
CJ	05/06/2024	Review document folder for policies, advise Co-counsel	1.00	\$550.00	\$550.00
CJ	05/07/2024	Continue review of docs received, follow up with OPC re same, and determine missing data	0.75	\$550.00	\$412.50
CJ	05/08/2024	Research status of case and claims, review docs in file, and annotate in prep for mediation	1.00	\$550.00	\$550.00
CJ	05/08/2024	Continue analysis of documents and prepare case analysis worksheet	1.00	\$550.00	\$550.00

SB	05/09/2024	Speak with client in advance of mediation, analyze claims, advise AJB	2.80	\$450.00	\$1,260.00
CJ	05/13/2024	Continue analysis of case and claims and determine what is needed for mediation	1.00	\$550.00	\$550.00
CJ	05/13/2024	Draft revisions to case analysis, and review related Robles case adn posture of same	1.00	\$550.00	\$550.00
CJ	05/13/2024	Analyze all policy docs and annotate for mediation chart	1.00	\$550.00	\$550.00
SB	05/15/2024	Prepare for mediation, review and analyze mediation brief, advise AJB	2.60	\$450.00	\$1,170.00
PM	05/16/2024	Review and analyze client document; advise team re preparation and organization of documents.	0.75	\$750.00	\$562.50
AB	05/16/2024	Prep and appear for mediation.	4.00	\$895.00	\$3,580.00
SB	05/16/2024	Attend mediation	8.00	\$450.00	\$3,600.00
PM	06/26/2024	Telephonic conference with co-counsel; review co-counsel correspondence; advise CJ Re the status of action and settlement discussions.	0.50	\$750.00	\$375.00
CJ	06/26/2024	Prepare for and conduct t/c with co counsel, advise PM and AJB	1.00	\$550.00	\$550.00
GG	08/07/2024	Finalize discovery requests, set two (rfp, and nod), and serve/update discovery list.	0.30	\$250.00	\$75.00
GG	08/13/2024	Finalize, file and serve statement re status of Arb.	0.40	\$250.00	\$100.00
AR	08/13/2024	Review file and docket for status; draft status conference statement; submit for filing; multiple follow up correspondence regarding the same.	1.50	\$550.00	\$825.00
GG	08/15/2024	Review ROA to confirm upcoming CMC	0.10	\$250.00	\$25.00
CJ	08/19/2024	Research docket, evaluate status of CMC	0.50	\$550.00	\$275.00
CJ	08/20/2024	Prepare for and appear at CMC	1.00	\$550.00	\$550.00
VR	10/09/2024	Receipt and Review of Correspondence: review correspondence between parties; review discovery and documents; review arbitrator's orders; advise AR	0.70	\$750.00	\$525.00
GG	10/14/2024	Upload documents to box and provide access to expert for review.	0.20	\$250.00	\$50.00
GG	10/18/2024	JAMS portal check/add remote appearance info for upcoming Arb conf. call, and circulate email	0.10	\$250.00	\$25.00
GG	12/10/2024	Updated POS, finalized, filed, and served joint statement re status of arbitration.	0.50	\$250.00	\$125.00

AR	12/10/2024	Review file for status; draft status conference statement; submit for filing.	1.20	\$550.00	\$660.00
AR	12/10/2024	Multiple correspondence with opposing counsel regarding joint statement; revise and submit for filing.	0.40	\$550.00	\$220.00
GG	12/18/2024	Reviewed Def's notice of related case. Downloaded related complaint and cmc statements and saved to file.	0.40	\$250.00	\$100.00
AR	12/18/2024	Prepare for and attend CMC; draft and circulate summary.	1.00	\$550.00	\$550.00
AR	12/18/2024	Review docket in related case; multiple correspondence regarding the same.	0.30	\$550.00	\$165.00
AR	12/19/2024	Receive and review pleadings in related action; draft follow up correspondence.	0.50	\$550.00	\$275.00
CJ	03/05/2025	Research case posture, review prior orders	0.75	\$550.00	\$412.50
CJ	03/05/2025	Draft Joint Report	0.75	\$550.00	\$412.50
GG	03/06/2025	Finalized, Filed, and served joint statement re status of arb in PAGA action.	0.50	\$250.00	\$125.00
GG	03/14/2025	Reviewed ROA and calendar to confirm upcoming Status Conference date and time, added entry to events email.	0.10	\$250.00	\$25.00
GG	03/14/2025	Confirmed and Added remote appearance information to events email for upcoming CMC	0.10	\$250.00	\$25.00
AR	03/21/2025	Review and outline file in preparation for CMC; draft summary.	0.60	\$550.00	\$330.00
AR	03/21/2025	Retrieve and review order; draft multiple follow up correspondence.	0.30	\$550.00	\$165.00
GG	03/24/2025	Reviewed email from Def re discovery requests, responded with email to update service list.	0.20	\$250.00	\$50.00
CJ	04/15/2025	Analyze requests/objections to RFP and Notice of Deposition, review notice of deposition and claimant's documents	0.50	\$550.00	\$275.00
CJ	04/16/2025	Continue to analyze requests/objections to RFP and Notice of Deposition, advise VR, PM and AR	0.50	\$550.00	\$275.00
CJ	04/16/2025	Draft revised objections to depo notice	0.50	\$550.00	\$275.00
CJ	04/16/2025	Evaluate claims, status of case and information from Claimant	1.00	\$550.00	\$550.00
GG	04/16/2025	Finalized, served, and saved to file, Objection to Resp. NOD of Claimant.	0.50	\$250.00	\$125.00

GG	05/19/2025	Reviewed portal to confirm upcoming CMC, added to events email. and circulated.	0.10	\$250.00	\$25.00
GG	05/19/2025	Reviewed email from Def. counsel, responded with email requesting update to service list.	0.20	\$250.00	\$50.00
GG	07/02/2025	Reviewed email response from Def. and updated service list.	0.20	\$250.00	\$50.00
AR	08/04/2025	Receive and review correspondence from mediator; draft follow up correspondence regarding the same.	0.30	\$550.00	\$165.00
AR	08/06/2025	Review file for status of mediator's proposal; multiple follow up correspondence with AB regarding the same.	0.30	\$550.00	\$165.00
AB	08/28/2025	Review/analyze/respond to def re MOU	3.00	\$895.00	\$2,685.00
VR	10/06/2025	Receipt and Review of Correspondence: review correspondence between parties; review MOU; advise CJ	0.50	\$750.00	\$375.00
GG	10/08/2025	Reviewed email thread from AJ, and follow up from PM re saving email re work allocation to file. Created settlement subfolder, saved, and emailed PM confirming.	0.10	\$250.00	\$25.00
JH	10/24/2025	Review/analyze motion to disqualify	0.20	\$750.00	\$150.00
AR	12/12/2025	Multiple correspondence regarding status of settlement.	0.30	\$550.00	\$165.00
AR	01/06/2026	Review and outline file for status of settlement in advance of CMC; draft summary correspondence.	0.60	\$550.00	\$330.00
AR	01/06/2026	Review and outline docket; review order regarding CMC; draft summary correspondence.	0.30	\$550.00	\$165.00
VR	02/23/2026	Receipt and Review of Correspondence: review correspondence between parties; review settlement agreement and status; advise SB	0.30	\$750.00	\$225.00
VR	03/12/2026	Draft Case Management Statement: draft CMC statement; review MOU; review correspondence between parties; review settlement agreement and revisions; correspondence to Def; review court's orders and docket	2.20	\$750.00	\$1,650.00
GG	03/13/2026	CMC St, prepared POS, finalized, filed, and served, saved to file. Checked error re OneLegal and informed VM.	0.50	\$250.00	\$125.00
KN	03/14/2026	Draft Case Management Statement: Review status; Review MOU; review draft settlement agreement; provide input	1.50	\$950.00	\$1,425.00
GG	03/16/2026	Reviewed email re filed cmc statement,	0.10	\$250.00	\$25.00

downloaded and saved.					
GG	03/26/2026	Reviewed ROA/checked calendar re status of upcoming Status Conference re completion of arbitration	0.20	\$250.00	\$50.00
CJ	03/30/2026	Analyze status of case adn claims, review status of MOU, review prior orders	1.00	\$550.00	\$550.00
CJ	03/30/2026	Appear at CMC< memorialize outcome to firm, review status of related case and settlement	1.00	\$550.00	\$550.00
VR	05/05/2026	Receipt and Review of Correspondence: review settlement agreement; review signatures and status; review correspondence between parties; advise PM	0.70	\$750.00	\$525.00
VR	05/12/2026	Receipt and Review of Correspondence: review correspondence between parties; review complaint and settlement agreement; advise PM	0.50	\$750.00	\$375.00
VR	06/10/2026	Review and Revise: review and revise amended PAGA letter and complaint; review prior complaints; review settlement agreement; review correspondence between parties; correspondence to co-counsel; advise KN	1.10	\$750.00	\$825.00
KN	06/10/2026	Review and Revise: review draft settlement agreement; review issues from VR; advise VR as to Agreement and issues raised	1.00	\$950.00	\$950.00
VR	06/29/2026	Review and Revise: review and revise amended complaint and amended PAGA letter; review correspondence between parties; correspondence to Def	2.50	\$750.00	\$1,875.00
CJ	07/10/2026	Evaluate status of settlement in prep for declaration drafting	0.50	\$550.00	\$275.00
CJ	07/16/2026	Evaluate settlement agreement, review mediation brief and analyze case posture	1.00	\$550.00	\$550.00
CJ	07/16/2026	Draft declaration on behalf of Plaintiff, review status of discovery and claims settled	1.00	\$550.00	\$550.00
VR	07/17/2026	Review and Analyze: review revisions to motion for approval and supporting documents; review correspondence between parties; correspondence to co-counsel	0.90	\$750.00	\$675.00
VR	07/21/2026	Review and Analyze: review settlement agreement and MOU; review correspondence between parties; advise AR	0.80	\$750.00	\$600.00
AR	07/21/2026	Review and outline file for status; draft multiple correspondence with opposing counsel regarding the same.	0.20	\$550.00	\$110.00

AR	07/21/2026	Review order; draft joint statement; submit to opposing counsel for review.	1.00	\$550.00	\$550.00
AR	07/21/2026	Receive and review revisions to joint statement; draft further revisions and submit to opposing counsel.	0.50	\$550.00	\$275.00
KN	07/31/2026	Review emails; revise billing for accuracy; draft declaration ISO motion; email to co-counsel	2.50	\$950.00	\$2,375.00
				Quantity Subtotal	129.3
				Services Subtotal	\$81,392.50

Expenses

Type	Date	Notes	Quantity	Rate	Total
Expense	06/14/2022	Onelegal/Filing Fee	1.00	\$540.49	\$540.49
Expense	06/17/2022	Filing Fee/OneLegal Fee	1.00	\$140.01	\$140.01
Expense	06/30/2022	Knox	1.00	\$1,173.75	\$1,173.75
Expense	06/30/2022	Knox	1.00	\$62.35	\$62.35
Expense	06/30/2022	Knox	1.00	\$62.35	\$62.35
Expense	06/30/2022	Knox	1.00	\$62.35	\$62.35
Expense	06/30/2022	Knox	1.00	\$62.35	\$62.35
Expense	06/30/2022	Knox	1.00	\$62.35	\$62.35
Expense	06/30/2022	Knox	1.00	\$62.35	\$62.35
Expense	06/30/2022	Knox	1.00	\$118.35	\$118.35
Expense	08/23/2022	Court Call Appearance Fee	1.00	\$94.00	\$94.00
Expense	08/24/2022	TurboCourt Filing Fee	1.00	\$9.95	\$9.95
Expense	08/26/2022	Onelegal Fee/Filing Fee	1.00	\$140.01	\$140.01
Expense	09/30/2022	KNOX - Messenger and Filing Service.	1.00	\$115.75	\$115.75
Expense	12/27/2022	One Legal Filing Fee: One Legal Filing Fee	1.00	\$205.90	\$205.90
Expense	01/11/2023	One Legal Filing Fee: One legal filing charge	1.00	\$74.64	\$74.64
Expense	03/12/2024	court filing via One Legal	1.00	\$20.68	\$20.68
Expense	03/13/2024	Mediation Fees - Todd Smith.	1.00	\$3,000.00	\$3,000.00
Expense	03/14/2024	court filing via One Legal	1.00	\$51.48	\$51.48

Expense	05/22/2024	Berger Consulting.	1.00	\$5,520.00	\$5,520.00
Expense	08/13/2024	One Legal Filing Fee: One Legal Filing Fee	1.00	\$20.68	\$20.68
Expense	08/14/2024	One Legal Filing Fee: One Legal Filing Fee	1.00	\$51.48	\$51.48
Expense	10/31/2024	Expert Fees - DM&A.	1.00	\$2,050.00	\$2,050.00
Expense	03/07/2025	One Legal Filing Fee: One Legal Filing Fee	1.00	\$22.87	\$22.87
Expense	04/30/2025	Expert Fees - DM&A.	1.00	\$850.00	\$850.00
Expense	05/13/2025	Deposition Transcript - Ceballos	1.00	\$650.42	\$650.42
Expenses Subtotal					\$15,286.91

Time Keeper	Quantity	Rate	Total
AJ Bhowmik	7.0	\$895.00	\$6,265.00
Scott Blumenthal	13.4	\$450.00	\$6,030.00
Ricardo Ehmann	3.7	\$475.00	\$1,757.50
Jeffrey Herman	0.2	\$750.00	\$150.00
Charlotte James	32.5	\$550.00	\$17,875.00
Piya Mukherjee	19.0	\$750.00	\$14,250.00
Kyle Nordrehaug	5.0	\$950.00	\$4,750.00
Victoria Rivapalacio	30.8	\$750.00	\$23,100.00
Andrew Ronan	9.3	\$550.00	\$5,115.00
Gerardo Galaviz	6.1	\$250.00	\$1,525.00
Karla Horne	2.3	\$250.00	\$575.00
Quantity Total			129.3
Subtotal			\$96,679.41
Total			\$96,679.41

Detailed Statement of Account

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
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2	08/30/2026	\$96,679.41	\$0.00	\$96,679.41
				Outstanding Balance
				\$96,679.41
				Total Amount Outstanding
				\$96,679.41

Please make all amounts payable to: Blumenthal Nordrehaug Bhowmik DeBlouw LLP

Please pay within 30 days.

EXHIBIT #5

Blumenthal Nordrehaug Bhowmik DeBlouw LLP

2255 CALLE CLARA
LA JOLLA, CA - California 92037-3107

INVOICE

Invoice # 2
Date: 07/31/2026
Due On: 08/30/2026

Nicholas Ceballos
13387 Treadwell Avenue
Chino, CA 91710

CA2522.002

PKG Catering - Nicholas Ceballos/Arbitration

Services

Attorney	Date	Notes	Quantity	Rate	Total
RE	01/23/2023	Review arbitration complaint draft; email to TG re draft	0.50	\$475.00	\$237.50
VR	03/10/2023	Review and Analyze: review proposed arbitrators; research case history and neutrality; draft strike list; correspondence to JAMS	1.50	\$750.00	\$1,125.00
VR	04/04/2023	Receipt and Review of Correspondence: review correspondence from respondent and arbitrator; draft correspondence to arbitrator; review arbitration rules	0.50	\$750.00	\$375.00
CJ	05/01/2023	Discuss case status and claims in arbitration, discuss arbitration management call and arbitration procedures, research arbitration procedure	1.00	\$550.00	\$550.00
CJ	05/01/2023	Continue research of arbitration procedure, review of arb agreement, review of case notes and claims	1.00	\$550.00	\$550.00
CJ	05/02/2023	Prepare for Arb Conference Call, evaluate arb agreement, review timing for preferred key dates, and review arb complaint	1.00	\$550.00	\$550.00
CJ	05/02/2023	Appear at Arb Conference Hearing	0.50	\$550.00	\$275.00
CJ	05/02/2023	Review JAMS rules	0.50	\$550.00	\$275.00

CJ	05/02/2023	Memorialize outcome of hearing to firm and draft and send email to OPC re next steps in arb	0.50	\$550.00	\$275.00
CJ	05/08/2023	Review relevant deadlines and advise VR re same for arb.	0.50	\$550.00	\$275.00
PM	06/16/2023	Review status of arb and upcoming dates; advise VR re the same.	1.00	\$750.00	\$750.00
VR	06/21/2023	telephone conference of counsel; review discovery and discovery protocols; review arbitration agreement; advise PM	2.00	\$750.00	\$1,500.00
VR	07/24/2023	appearance at arbitration conference call; prepare for call; follow up; advise PM	2.50	\$750.00	\$1,875.00
VR	09/22/2023	appearance at arb conf; prepare; review discovery; advise PM	2.00	\$750.00	\$1,500.00
VR	12/18/2023	correspondence to arbitrator; review orders; review deadlines; advise PM	0.40	\$750.00	\$300.00
VR	12/19/2023	review correspondence between parties; review arbitrator's orders; advise PM	0.50	\$750.00	\$375.00
GG	01/29/2024	Update POS and submit stipulation re dismissal via JAMS portal.	0.30	\$250.00	\$75.00
GG	01/31/2024	Review order re dismissal, save to file and circulate via email to team.	0.10	\$250.00	\$25.00
VR	02/05/2024	Receipt and Review of Correspondence: review correspondence from OC; review documents; review related case; advise PM	0.40	\$750.00	\$300.00
VR	06/14/2024	Review and Analyze: review case file and complaint; review documents; appearance at arbitration management conference; advise PM	1.00	\$750.00	\$750.00
GG	08/01/2024	ROA review and add hearing to events email draft.	0.20	\$250.00	\$50.00
AR	08/05/2024	Review file and pleadings for onboarding; teleconference with PM regarding the same.	1.20	\$550.00	\$660.00
GG	08/06/2024	Review email from Def., and update service lists	0.10	\$250.00	\$25.00
AR	08/06/2024	Review and outline prior discovery, draft additional discovery requests.	1.40	\$550.00	\$770.00
AR	08/06/2024	Draft amended notice of deposition; draft follow up correspondence with VR regarding the same.	0.80	\$550.00	\$440.00
AR	08/06/2024	Review and outline orders in arbitration; draft correspondence with opposing counsel regarding arbitration management conference.	0.70	\$550.00	\$385.00
AR	08/06/2024	Multiple correspondence with JAMS and opposing	0.50	\$550.00	\$275.00

		counsel regarding continued status conference.			
VR	08/07/2024	Review and Analyze: review discovery; review notice of deposition; review correspondence between the parties; advise AR	0.50	\$750.00	\$375.00
AR	08/07/2024	Follow up correspondence with VR regarding status of discovery; revise and finalize discovery requests; submit to GG for service.	0.80	\$550.00	\$440.00
GG	08/16/2024	Review ROA, and add remote appearance information to list week's upcoming appearances and circulate email.	0.10	\$250.00	\$25.00
AR	10/04/2024	Multiple correspondence with opposing counsel regarding depositions.	0.30	\$550.00	\$165.00
AR	10/08/2024	Review file for status of discovery; review and extract documents; draft follow up correspondence.	1.40	\$550.00	\$770.00
AR	10/08/2024	Update exhibit book; multiple correspondence with VR regarding status.	0.80	\$550.00	\$440.00
AR	10/09/2024	Teleconference with VR regarding status; review and outline additional documents; update exhibit book and compile for expert review; correspondence with expert regarding the same.	1.80	\$550.00	\$990.00
AR	10/09/2024	Multiple follow up correspondence with PM regarding expert analysis and PMK depositions.	0.30	\$550.00	\$165.00
AR	10/10/2024	Teleconference with client; draft summary and update file.	1.20	\$550.00	\$660.00
AR	10/14/2024	Multiple correspondence with expert regarding damages analysis; review and outline client files; update expert file.	1.80	\$550.00	\$990.00
AR	10/15/2024	Multiple correspondence with expert regarding damages analysis; review and extract relevant documents.	0.80	\$550.00	\$440.00
GG	10/16/2024	Review email from expert, and upload/send link to exhibit book.	0.20	\$250.00	\$50.00
AR	10/16/2024	Multiple follow up correspondence with expert regarding damages analysis; extract and submit punch records.	0.80	\$550.00	\$440.00
AR	10/17/2024	Multiple correspondence with opposing counsel regarding depositions.	0.40	\$550.00	\$220.00
AR	10/18/2024	Multiple follow up correspondence with opposing counsel regarding depositions.	0.30	\$550.00	\$165.00
AR	10/21/2024	Prepare for and attend meet and confer call with opposing counsel; draft summary and update file.	0.80	\$550.00	\$440.00

AR	10/21/2024	Prepare for and attend arbitration management conference; draft and circulate summary.	1.00	\$550.00	\$550.00
AR	10/22/2024	Review and outline discovery responses; update file; draft summary correspondence regarding motion to compel.	0.80	\$550.00	\$440.00
AR	10/30/2024	Multiple correspondence with arbitrator's office regarding status conference.	0.20	\$550.00	\$110.00
AR	11/19/2024	Receive and review order; draft follow up correspondence.	0.40	\$550.00	\$220.00
GG	12/09/2024	Checked Arb. portal, reviewed file and status of arbitration, to determine status of discovery and updated charts with hearings dates.	0.20	\$250.00	\$50.00
GG	12/18/2024	Finalized, updated POS, and served supp. responses to sprogs, 2 in arb matter.	0.40	\$250.00	\$100.00
GG	01/06/2025	Reviewed portal to confirm upcoming carb conf call and added remote appearance information to email.	0.10	\$250.00	\$25.00
AR	01/07/2025	Prepare for and attend status conference; draft follow up correspondence.	0.80	\$550.00	\$440.00
AR	01/07/2025	Review and outline discovery for status; draft follow up correspondence.	0.30	\$550.00	\$165.00
AR	01/07/2025	Multiple correspondence with case manager regarding final merits hearing and further status conference.	0.50	\$550.00	\$275.00
AR	01/08/2025	Receive and review order from arbitrator; draft follow up correspondence.	0.30	\$550.00	\$165.00
AR	01/08/2025	Review and outline prior orders; review schedule and propose dates for merits hearing to opposing counsel.	0.60	\$550.00	\$330.00
GG	01/09/2025	Reviewed JAMS CMC order and updated arb. sheet.	0.20	\$250.00	\$50.00
AR	01/13/2025	Multiple correspondence with arbitrator regarding status conference.	0.30	\$550.00	\$165.00
GG	01/15/2025	Reviewed JAMS notice re arb hearing, updated arb list.	0.10	\$250.00	\$25.00
AR	01/27/2025	Multiple correspondence with opposing counsel regarding deposition timeline.	0.30	\$550.00	\$165.00
AR	02/26/2025	Review file for status of time and payroll documents and review by expert; draft follow up correspondence.	1.50	\$550.00	\$825.00
AR	02/26/2025	Multiple correspondence with opposing counsel	0.30	\$550.00	\$165.00

		regarding deposition timeline.			
AR	02/26/2025	Review and outline production; update exhibit book.	0.80	\$550.00	\$440.00
AR	03/05/2025	Multiple correspondence with client and opposing counsel regarding depositions; draft multiple follow up correspondence.	0.50	\$550.00	\$275.00
AR	03/06/2025	Multiple follow up correspondence with opposing counsel and client regarding deposition.	0.30	\$550.00	\$165.00
AR	03/07/2025	Multiple correspondence with client and opposing counsel regarding depositions.	0.30	\$550.00	\$165.00
AR	03/13/2025	Multiple correspondence with client regarding status.	0.30	\$550.00	\$165.00
AR	04/01/2025	Review and outline file for time and pay data; draft follow up correspondence with expert.	1.20	\$550.00	\$660.00
AR	04/01/2025	Review and outline notice of deposition; review venue issues and CCP; multiple correspondence with opposing counsel.	0.60	\$550.00	\$330.00
AR	04/02/2025	Multiple correspondence with expert regarding status of report.	0.30	\$550.00	\$165.00
AR	04/08/2025	Receive and review expert report; multiple correspondence regarding the same.	0.80	\$550.00	\$440.00
GG	04/15/2025	Reviewed Def's NOD/RFPs, and drafted objection to NOD.	0.70	\$250.00	\$175.00
GG	04/16/2025	Drafted discovery responses shells for RPF, and SPROGS.	1.20	\$250.00	\$300.00
PM	04/16/2025	Review expert analysis re plaintiff's damages; strategize re claims and legal issues; review and analyze mediation brief; advise VR re the same.	2.00	\$750.00	\$1,500.00
AR	04/16/2025	Multiple correspondence regarding status of deposition.	0.30	\$550.00	\$165.00
CJ	04/17/2025	Begin preparing for Claimant's deposition, advise VR, correspond with Claimant	1.00	\$550.00	\$550.00
GG	04/18/2025	Prepared POS, finalized, and served Resp to Frogs, and Srogs, saved to file, and circulated confirmation email.	0.50	\$250.00	\$125.00
CJ	04/18/2025	Continue evaluation of discovery served and claims in preparation for deposition	1.00	\$550.00	\$550.00
CJ	04/21/2025	Continue preparation for deposition of Claimant prepare for t/c	1.00	\$550.00	\$550.00
CJ	04/21/2025	T/c with Claimant	1.00	\$550.00	\$550.00

PM	04/22/2025	Review Def. documents and analyze re Plaintiff's upcoming deposition; advise team re claims and factual issues.	1.00	\$750.00	\$750.00
CJ	04/22/2025	Advise VR and PM re depo issues, analyze, prepare for call	1.00	\$550.00	\$550.00
CJ	04/22/2025	T/C with Claimant	1.00	\$550.00	\$550.00
CJ	04/22/2025	Continue review and research re objections and research OPC	1.00	\$550.00	\$550.00
CJ	04/23/2025	Travel to deposition	2.00	\$550.00	\$1,100.00
CJ	04/23/2025	Meet with client to prepare	1.00	\$550.00	\$550.00
CJ	04/23/2025	Defend deposition and meet with client to discuss	4.50	\$550.00	\$2,475.00
CJ	04/23/2025	Travel from deposition	2.00	\$550.00	\$1,100.00
VR	05/20/2025	Review and Analyze: review discovery; review documents; review correspondence between parties; prepare for arbitration conference call	1.00	\$750.00	\$750.00
VR	05/21/2025	Review and Analyze: review arbitrator's orders and demand; review discovery and deposition transcript; appearance at arbitration status conference; advise PM; correspondence to respondent	1.80	\$750.00	\$1,350.00
VR	05/28/2025	Review and Analyze: review documents and discovery responses; review correspondence between parties; meet and confer call with Respondent; advise PM	1.50	\$750.00	\$1,125.00
GG	05/28/2025	Reviewed CMO#7 and saved to file, and emailed VR to confirm.	0.20	\$250.00	\$50.00
CJ	06/06/2025	Analyze depo transcript of Claimant, annotate	2.00	\$550.00	\$1,100.00
CJ	06/06/2025	Advise PM and VR re depo transcript of Claimant	0.50	\$550.00	\$275.00
CJ	06/06/2025	Continue evaluation of claims in arb	0.50	\$550.00	\$275.00
AR	06/10/2025	Review and outline discovery; multiple correspondence with VR regarding the same.	1.00	\$550.00	\$550.00
AR	06/16/2025	Review and outline client documents and 1198 documents; draft summary and update file.	1.50	\$550.00	\$825.00
AR	06/24/2025	Multiple correspondence with client regarding additional discovery.	0.60	\$550.00	\$330.00
AR	06/24/2025	Review and outline transcript for additional discovery responses; draft summary.	2.80	\$550.00	\$1,540.00
AR	06/25/2025	Complete review of deposition transcript; teleconference with VR regarding claims.	0.80	\$550.00	\$440.00

AR	06/25/2025	Teleconference with client in response to discovery requests; update file.	0.80	\$550.00	\$440.00
AR	06/25/2025	Draft responses to special interrogatories.	2.20	\$550.00	\$1,210.00
AR	06/26/2025	Multiple correspondence regarding discovery; receive and review additional documents.	0.50	\$550.00	\$275.00
AR	06/27/2025	Draft responses to requests for production.	1.80	\$550.00	\$990.00
AR	06/27/2025	Review and outline documents for production; redact and finalize for bates stamping.	1.20	\$550.00	\$660.00
AR	06/27/2025	Multiple correspondence with client regarding discovery responses; draft and submit verification.	0.80	\$550.00	\$440.00
AR	06/27/2025	Multiple correspondence regarding potential mediation.	0.30	\$550.00	\$165.00
GG	06/27/2025	Reviewed documents to be produced, organized, combined, and bates numbered. Prepared POS, finalized supplemental responses, served, saved to file, and circulated confirmation.	1.10	\$250.00	\$275.00
PM	06/30/2025	Review Def. document production.	1.00	\$750.00	\$750.00
AR	07/17/2025	Review and outline prior discovery; draft summary.	0.50	\$550.00	\$275.00
AR	07/17/2025	Teleconference with opposing counsel regarding supplemental responses to discovery.	0.60	\$550.00	\$330.00
AR	08/05/2025	Multiple correspondence with client regarding subpoena documents.	0.30	\$550.00	\$165.00
GG	09/02/2025	Reviewed arb portal to confirm upcoming conf. call, confirmed correct info on calendar, and updated events email.	0.10	\$250.00	\$25.00
AR	02/06/2026	Review file for status of settlement; correspondence with JAMS regarding the same.	0.40	\$550.00	\$220.00
VR	05/06/2026	Receipt and Review of Correspondence: review correspondence from arbitrator; review MOU and longform agreement and status; advise arbitrator	0.40	\$750.00	\$300.00

Quantity Subtotal 96.7

Services Subtotal \$55,607.50

Expenses

Type	Date	Notes	Quantity	Rate	Total
Expense	02/07/2023	Jams/Filing Fee	1.00	\$409.25	\$409.25
Expenses Subtotal					\$409.25

Time Keeper	Quantity	Rate	Total
Ricardo Ehmann	0.5	\$475.00	\$237.50
Charlotte James	24.5	\$550.00	\$13,475.00
Piya Mukherjee	5.0	\$750.00	\$3,750.00
Victoria Rivapalacio	16.0	\$750.00	\$12,000.00
Andrew Ronan	44.9	\$550.00	\$24,695.00
Gerardo Galaviz	5.8	\$250.00	\$1,450.00
Quantity Total			96.7
Subtotal			\$56,016.75
Total			\$56,016.75

Detailed Statement of Account

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
2	08/30/2026	\$56,016.75	\$0.00	\$56,016.75
Outstanding Balance				\$56,016.75
Total Amount Outstanding				\$56,016.75

Please make all amounts payable to: Blumenthal Nordrehaug Bhowmik DeBlouw LLP

Please pay within 30 days.

EXHIBIT #6

LAFFEY MATRIX

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			Years Out of Law School *				
Year	Adjustmt Factor**	Paralegal/ Law Clerk	1-3	4-7	8-10	11-19	20 +
6/01/24- 5/31/25	1.080182	\$258	\$473	\$581	\$839	\$948	\$1141
6/01/23- 5/31/24	1.059295	\$239	\$437	\$538	\$777	\$878	\$1057
6/01/22- 5/31/23	1.085091	\$225	\$413	\$508	\$733	\$829	\$997
6/01/21- 5/31/22	1.006053	\$208	\$381	\$468	\$676	\$764	\$919
6/01/20- 5/31/21	1.015894	\$206	\$378	\$465	\$672	\$759	\$914
6/01/19- 5/31/20	1.0049	\$203	\$372	\$458	\$661	\$747	\$899
6/01/18- 5/31/19	1.0350	\$202	\$371	\$455	\$658	\$742	\$894
6/01/17- 5/31/18	1.0463	\$196	\$359	\$440	\$636	\$717	\$864
6/01/16- 5/31/17	1.0369	\$187	\$343	\$421	\$608	\$685	\$826
6/01/15- 5/31/16	1.0089	\$180	\$331	\$406	\$586	\$661	\$796
6/01/14- 5/31/15	1.0235	\$179	\$328	\$402	\$581	\$655	\$789
6/01/13- 5/31/14	1.0244	\$175	\$320	\$393	\$567	\$640	\$771
6/01/12- 5/31/13	1.0258	\$170	\$312	\$383	\$554	\$625	\$753
6/01/11- 5/31/12	1.0352	\$166	\$305	\$374	\$540	\$609	\$734
6/01/10- 5/31/11	1.0337	\$161	\$294	\$361	\$522	\$589	\$709
6/01/09- 5/31/10	1.0220	\$155	\$285	\$349	\$505	\$569	\$686
6/01/08- 5/31/09	1.0399	\$152	\$279	\$342	\$494	\$557	\$671
6/01/07-5/31/08	1.0516	\$146	\$268	\$329	\$475	\$536	\$645
6/01/06-5/31/07	1.0256	\$139	\$255	\$313	\$452	\$509	\$614
6/1/05-5/31/06	1.0427	\$136	\$249	\$305	\$441	\$497	\$598
6/1/04-5/31/05	1.0455	\$130	\$239	\$293	\$423	\$476	\$574
6/1/03-6/1/04	1.0507	\$124	\$228	\$280	\$405	\$456	\$549
6/1/02-5/31/03	1.0727	\$118	\$217	\$267	\$385	\$434	\$522
6/1/01-5/31/02	1.0407	\$110	\$203	\$249	\$359	\$404	\$487
6/1/00-5/31/01	1.0529	\$106	\$195	\$239	\$345	\$388	\$468
6/1/99-5/31/00	1.0491	\$101	\$185	\$227	\$328	\$369	\$444
6/1/98-5/31/99	1.0439	\$96	\$176	\$216	\$312	\$352	\$424
6/1/97-5/31/98	1.0419	\$92	\$169	\$207	\$299	\$337	\$406
6/1/96-5/31/97	1.0396	\$88	\$162	\$198	\$287	\$323	\$389

6/1/95-5/31/96	1.032	\$85	\$155	\$191	\$276	\$311	\$375
6/1/94-5/31/95	1.0237	\$82	\$151	\$185	\$267	\$301	\$363

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

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

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