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SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SANTA CLARA

MAURICIO VIDES, on behalf of the State
of California, as a private attorney general,

Plaintiff,

vs.

FLIGHTS RESTAURANT GROUP, INC.,
a Corporation; FLIGHTS RESTAURANT
BURLINGAME, INC., a Corporation;
FLIGHTS RESTAURANT CAMPBELL,
INC., a Corporation; FLIGHTS
RESTAURANT LOS GATOS, INC., a
Corporation; and DOES 1 through 50,
inclusive,

Defendants.

Case No.: 22CV402958

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

Hearing Date: July 3, 2024

Hearing Time: 1:30 p.m.

Judge: Hon. Theodore C. Zayner

Dept.: 19

Action Filed: September 9, 2022

Trial Date: Not yet set

1 I, Kyle Nordrehaug, declare as follows:

2 1. I am the partner in the law firm of Blumenthal Nordrehaug Bhowmik De Blouw LLP,
3 attorneys for Plaintiff Mauricio Vides (“Plaintiff”). As such, I am fully familiar with the facts,
4 pleadings and history of this matter. I am submitting this declaration in support of the Plaintiffs’
5 Motion to Approve PAGA Settlement in this matter. The following facts are within my own
6 personal knowledge, and if called as a witness, I could and would testify competently to the matters
7 stated herein.

8 2. A true and correct copy of the fully executed PAGA Settlement Agreement
9 (“Agreement”) with Defendants Flights Restaurant Group, Inc., Flights Burlingame, Inc., Flights
10 Campbell, Inc., and Flights Los Gatos, Inc. (“Defendants”) is attached as Exhibit #1. A proposed
11 order approving the PAGA settlement is submitted herewith.

12 3. PAGA Counsel mailed the necessary correspondence to the California Labor and
13 Workforce Development Agency (“LWDA”) on June 21, 2022 on behalf of Plaintiff Mauricio
14 Vides, requesting authorization from the LWDA to seek civil penalties as provided by the Private
15 Attorney General Act of 2004 (“PAGA”) for the wage and hour violations alleged in the PAGA
16 Notice. The 65-day notice period for the LWDA to notify of its intent to investigate expired on
17 August 27, 2022. On September 9, 2022, Plaintiff Mauricio Vides filed a Representative Action
18 Complaint in this Court against Defendants Flights Restaurant Group, Inc., Flights Burlingame, Inc.,
19 Flights Campbell, Inc., and Flights Los Gatos, Inc. alleging a single cause of action for recovery of
20 civil penalties for Violation of the PAGA [Labor Code §§ 2698, *et seq.*]. Plaintiff and Defendants
21 agreed to mediate with Hon. Brian C. Walsh (Ret.). Prior to the mediation, the Parties conducted
22 significant investigation and discovery of the facts and law. Defendants produced hundreds of
23 documents relating to their policies, practices, and procedures regarding paying non-exempt
24 employees for all hours worked, overtime, meal and rest period policies, payroll and operations
25 policies, and more. Plaintiff was provided with sufficient records and data to determine the number
26 of Aggrieved Employees and the number of pay periods in the PAGA Period. The Parties agree that
27 the above-described investigation and evaluation, as well as the information exchanged during the
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1 settlement negotiations, are more than sufficient to assess the merits of the Parties' positions and to
2 compromise the issues on a fair and equitable basis. Plaintiff's theory of PAGA liability as argued at
3 mediation alleged that Defendants deprived Plaintiff another Aggrieved Employees of compliant
4 meal and rest breaks on a regular basis. Plaintiff alleged that not only were Defendants' meal and
5 rest period policies unlawful on their face, but they resulted in consistent violations for which
6 premium payments were seldom paid. Plaintiff alleged, for example, that Defendants' written rest
7 break policy encouraged employees to skip their rest breaks by describing these breaks as something
8 "they have the option to take at their convenience or waive." Plaintiff argued that this statement is
9 far afield from the legal obligation of relieving an employee of duties for their statutorily entitled rest
10 break. Moreover, Plaintiff alleged that the records in this case evidence widespread meal period
11 violations, including the artificial recording of fictitious meal periods of exactly 30 minutes.
12 Plaintiff's expert determined the time punch records reflect a meal break violation rate assuming
13 waivers of 77.9% of shifts greater than 6 hours (or 33% of all shifts)(7,009 unique violations out of
14 8,992 shifts greater than 6 hours). The pay data reflects meal break premiums paid for 185 instances,
15 therefore roughly 2.6% of facial violations had a premium paid. The 7,009 meal break violations
16 include 1,284 late meal breaks (after 5th hour), 523 missed meal breaks (for shifts greater than 6
17 hours), 305 short meal breaks (under 30 minutes), 3,852 automatically-deducted meal breaks, 59
18 missed 2nd meal breaks (for shifts greater than 12 hours), and 1,513 recorded meal periods that are
19 exactly 30 minutes in duration. In addition to these violations, Plaintiff alleged that Defendants
20 required off the clock work in the form of a very strict donning and doffing policy that included
21 detailed grooming requirements and dressing into the company provided uniform. Only after all of
22 Defendants' strict requirements were met could Plaintiff and other Aggrieved Employees make their
23 way to the point of sale machine to clock in. Plaintiff also alleged at mediation that Defendants
24 contacted him while off the clock to coordinate scheduling changes and assignments while at the
25 same time failing to pay for this off the clock time and also not reimbursing him for the expenses he
26 incurred on his personal cell phone for work-related issues. On September 19, 2023, the Parties
27 engaged in an all-day mediation session before Mediator Walsh, a former judge and a well-respected
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1 and experienced mediator knowledgeable of both the wage and hour laws and representative claims
2 at issue in this action. Through arms-length negotiations with the assistance of the mediator, the
3 Parties reached an agreement to settle the PAGA claims in this action which led to the signing of a
4 Memorandum of Understanding memorializing the settlement. The settlement was negotiated in
5 light of all known facts and circumstances and the uncertainty associated with litigation – including
6 the risk of Plaintiff not being able to maintain representative claims, the difficulty of proving
7 Plaintiff's claims in a manageable trial, the merits of Defendants' potential defenses, and the
8 significant delay and potential appellate issues inherent to litigation – and was reached after
9 extensive arm's length negotiations, with the assistance of Mediator Walsh.

10 4. The claim before this Court is solely the representative claim under PAGA on behalf
11 of the State of California for civil penalties pursuant to the PAGA. The parties have agreed to settle
12 this PAGA claim in its entirety after investigation and an arm's length mediation session. The
13 PAGA settlement is subject to Court approval consistent with Labor Code §2699(1)(2). (Agreement
14 at ¶ 6.1). The Agreement negotiated by the Parties provides for a "Gross PAGA Settlement Amount"
15 payment in the amount of \$265,000 to resolve the Released PAGA Claims (hereinafter referred to as
16 the "PAGA Settlement"). From this PAGA Settlement of \$265,000, there is a deduction of
17 attorneys' fees ("PAGA Counsel Fees Payment") in the amount of \$88,333 (which is one-third of the
18 PAGA Settlement), reimbursement of incurred costs ("PAGA Counsel Litigation Expenses
19 Payment") in an amount not to exceed \$25,000, a service award payment to Plaintiff Vides in the
20 amount of \$12,500 ("Service Award) and Settlement Administration Costs ("Administration
21 Expenses Payment") not to exceed \$6,000. (Agreement at ¶¶ 3.2.1-3.2.2, 3.2.4).¹ After these
22 deductions, the amount remaining is the "PAGA Payment", which is estimated to be no less than
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24 ¹ If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses
25 Payment less than the amounts requested, the Administrator will allocate the remainder of these
26 amounts to the PAGA Payment. (Settlement Agreement at ¶ 3.2.1). To the extent the Administration
27 Expenses are less or the Court approves payment less than \$6,000, the Administrator will allocate
28 the remainder of this amount to the PAGA Payment (*Id.* at ¶ 3.2.2). In the event the Court approves
a Service Award of less than \$12,500, the unawarded difference will be added to the PAGA Payment
and not Plaintiff, PAGA Counsel, or Defendants (*Id.* at ¶ 3.2.4).

1 \$133,167. percent (75%) (no less than \$99,875.25) will be paid to the LWDA and the remaining
2 twenty-five percent (25%) (no less than \$33,291.75) will be paid to the Aggrieved Employees
3 (Agreement at ¶ 3.2.3) “Aggrieved Employees” means all individuals who are or previously were
4 employed by Defendants in California and classified as a non-exempt employee at any time during
5 the PAGA Period. The PAGA Period is the period from June 21, 2021 through September 20, 2023.
6 (Settlement Agreement at ¶¶ 1.4, 1.23). The Individual PAGA Payment for each Aggrieved
7 Employee shall be based on the number of pay periods each Aggrieved Employee worked during the
8 PAGA Period as an Aggrieved Employee, as a percentage of the total pay periods worked by all
9 Aggrieved Employees during the PAGA Period.² Based on a review of its records, Defendants
10 estimate that there are approximately 272 Aggrieved Employees who worked a total of 7,550 pay
11 periods during the PAGA Period. (Agreement at ¶ 4.1). Upon entry of final judgment, the Released
12 Parties shall be entitled to a release from the State of California and all Aggrieved Employees for
13 any “Released PAGA Claims”, which means any and all claims, debts, restitution, liabilities,
14 demands, actions, or causes of action for civil penalties that were alleged or which could have been
15 alleged based on the factual allegations in the operative complaint, as amended, in this action (the
16 “Operative Complaint”) that occurred during the PAGA Period, including all claims for civil
17 penalties against Defendants Flights Restaurant Group, Inc., Flights Burlingame, Inc., Flights
18 Campbell, Inc., and Flights Los Gatos, Inc., based on the facts of the Operative Complaint for failure
19 to pay all wages due, including overtime wages and regular wages; failure to pay overtime
20 compensation at the proper rate of pay; failure to include additional remuneration, including shift
21 differentials, in the regular rate of pay for purposes of paying overtime; failure to provide meal
22 and/or rest periods, failure to pay proper meal or rest period penalties; failure to maintain accurate
23 time records; failure to provide and maintain accurate itemized wage statements; failure to maintain
24 accurate employee payroll records; failure to timely pay wages due during or at separation of

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26 ² See Settlement Agreement at ¶ 3.2.3 (“The Administrator will calculate each Individual PAGA
27 Payment by (a) dividing the amount of the Aggrieved Employees’ 25% share of PAGA Payment by
28 the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the
PAGA Period and (b) multiplying the result by each Aggrieved Employee’s PAGA Period Pay
Periods.”)

1 employment; waiting-time penalties; and claims based on the facts of the Operative Complaint for
2 violations of California Labor Code Sections 201-204, 210, 218.6, 221, 223, 226, 226.3, 226.7, 246,
3 510, 512, 516, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198 and 2699 and
4 applicable California Industrial Welfare Commission (“IWC”) Wage Orders, including IWC Wage
5 Order No. 1 (Cal. Code Regs., tit. 8, § 11010) and IWC Wage Order No. 4 (Cal. Code Regs., tit. 8, §
6 11040) during the PAGA Period, against the Released Parties (the “Released PAGA
7 Claims”)(Agreement at ¶ 5.2). The Released PAGA Claims expressly excludes all other claims,
8 including claims for vested benefits, wrongful termination, violation of the Fair Employment and
9 Housing Act, unemployment insurance, disability, social security, workers’ compensation, and
10 California class claims, and PAGA claims outside of the PAGA Period. (*Id.*) The Agreement
11 expressly confirms that “In no event shall the release of the Released PAGA Claims in this
12 Settlement Agreement release any individual claims of any individuals.” (*Id.*)

13 5. PAGA Counsel Fees equal to one-third of the Gross PAGA Settlement amount
14 (\$83,333) and PAGA Counsel Litigation Expenses in an amount not to exceed \$25,000 will also be
15 paid to PAGA Counsel as part of the settlement in accordance with California Labor Code §
16 2699(g)(1), as set forth in the Agreement.³ The Plaintiff will receive a service award in exchange for
17 a general release, which includes his wage and hour claims, and for his participation and service as
18 detailed in the accompanying Declaration of Mauricio Vides. Lastly, payment to the Administrator
19 in an amount not to exceed \$6,000 to perform the administrative duties to distribute the settlement
20 money shall also be paid.

21 6. As experienced counsel, we believe that the PAGA Settlement is fair and reasonable
22 and therefore should be approved in light of Defendant's potential defenses to the violations at issue,
23 the risks and costs of continued litigation. Here, the Gross PAGA Settlement Amount of \$265,000 is
24 significantly more than other PAGA settlements and constitutes approximately \$35 per pay period.
25 This PAGA Settlement amount compares favorably to the estimated amount of PAGA penalties.
26

27 ³ As set forth below, PAGA Counsel incurred costs in the current amount of \$14,486.87, which is
28 less than the cost allocation in the Settlement Agreement. See ¶ 9.

1 With the assistance of an expert, Plaintiff calculated that the maximum amount of statutory PAGA
2 civil penalties was potentially \$755,000 based on 7,550 pay periods applicable to the Aggrieved
3 Employees during the PAGA Period.⁴ Importantly, however, these calculations were performed at
4 the maximum statutory rate for the penalties, when in fact, it is likely that any penalties awarded
5 would be at a lower rate. California Labor Code Section 2699(e)(1) permits a Court to award a
6 lesser amount than the maximum civil penalty if based on the facts and circumstances to do
7 otherwise would result in an award that is "unjust, arbitrary and oppressive or confiscatory." In
8 *Carrington v. Starbucks Corp.*, 30 Cal. App. 5th 504 (2018), the Court of Appeal affirmed a
9 judgment after trial which only provided for a PAGA penalty of \$5 per pay period. Therefore, at
10 trial, any PAGA penalties awarded could be significantly less than Plaintiff's calculation even where
11 Plaintiff prevailed on the PAGA claim. If the amount of \$5 per pay period from *Carrington v.*
12 *Starbucks* is used, the potential recovery of civil penalties would be only \$37,750, which is far less
13 than this settlement provides.

14 7. Here, Plaintiff would need to prove that each Aggrieved Employee suffered a
15 violation for each period the employee worked in relation to failure to pay all wages due, including
16 overtime wages and regular wages, failure to pay overtime compensation at the proper rate of pay,
17 failure to include additional remuneration, including shift differentials, in the regular rate of pay for
18 purposes of paying overtime, failure to provide meal and/or rest periods, failure to pay proper meal
19 or rest period penalties, failure to maintain accurate time records, failure to provide and maintain
20 accurate itemized wage statements, failure to maintain accurate employee payroll records, failure to
21 timely pay wages due during or at separation of employment and waiting-time penalties. Defendants
22 maintain that Plaintiff and the Aggrieved Employees were properly compensated, and that they did
23 not violate the Labor Code. Accordingly, Defendants dispute and deny Plaintiff's allegations and
24 claims asserted in both the PAGA Notice and the Operative Complaint, which are resolved by the

25 ⁴ Stacking is where more than one civil penalty is imposed in a pay period for the same conduct.
26 The valuation of \$755,000 is the civil penalty amount without stacking. If stacking is permitted, then
27 the valuation increases with each additional penalty added to each pay period. Plaintiff, however, is
28 not aware of any PAGA award which permitted stacking and in the cases cited herein, only one
penalty per pay period was assessed.

1 Agreement. Defendants asserted additional defenses to the PAGA claim, not only as to liability but
2 also as to the amount of the penalties. Defendants could argue that no penalties prior to the PAGA
3 notification should be awarded because the violations were not intentional, and at least one Court has
4 so ruled. These defenses present a risk to the PAGA claims and the potential that some or all of the
5 PAGA penalties sought may not be awarded. Given Defendants' potential defenses to the violations
6 at issue, the risks and costs of continued litigation, Plaintiff and his attorneys believe that the PAGA
7 Settlement is fair and reasonable. Defendants have similarly concluded that it is desirable that the
8 action is settled in the manner and upon the terms and conditions set forth in the Agreement in order
9 to avoid further expense, inconvenience and distraction of further legal proceedings, as well as the
10 uncertainty of litigation. Defendants have determined that it is desirable and beneficial to put to rest
11 the claims in this action and Defendants agree that the PAGA Settlement is fair, reasonable, and
12 adequate. PAGA Counsel have significant experience litigating wage and hour claims including
13 claims for PAGA penalties, and the PAGA Settlement here is similar to or greater than similar
14 settlements that courts have approved. The PAGA Settlement, along with the other terms of the
15 proposed settlement, were negotiated by experienced counsel at arm's length with the assistance of
16 of a private mediator, Hon. Brian C. Walsh (Ret.). As set forth in the accompanying proof of
17 service, the LWDA has been provided notice of this motion and the PAGA settlement. The decision
18 of the LWDA to accept the PAGA Settlement and not oppose the motion should be given
19 considerable weight. This is not a situation where the Court needs to be concerned about the rights
20 of absent employees as in a class settlement, as this PAGA-only settlement does not release the
21 individual claims of absent employees other than PAGA claims, and the LWDA is a sophisticated
22 government entity that is more than able to look out for its own rights.

23 8. PAGA Counsel seek approval of attorneys' fees from the PAGA settlement in the
24 amount of \$88,333 representing one-third of the \$265,000 Gross PAGA Settlement Amount. The
25 payment of attorneys' fees and costs to PAGA Counsel under the Agreement is supported by several
26 factors. First, the requested fees are justified by the result achieved. PAGA Counsel negotiated a
27 recovery of \$265,000.00, and this result justifies the requested fees equal to one third of this
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1 recovery. This percentage is within the standard contingent recovery percentage of one-third, and
2 this percentage is what was expressly approved by the Supreme Court in *Laffitte v. Robert Half Int'l*
3 *Inc.*, 1 Cal.5th 480, 504, (2016). Second, the fee award is justified by the work performed and
4 contributions to the case. Second, the fee award is justified by the work performed and contributions
5 to the case. Here, the fee award is equivalent to PAGA Counsel's current lodestar of \$71,225.00 with
6 only a modest multiplier of 1.2. As detailed in the accompanying billing statement, true and correct
7 copies of which are attached hereto as Exhibit #2, the current lodestar for my firm in this court
8 matter as of May 29, 2024 is \$71,225.00 for more than 112 hours of work prosecuting the claims
9 being resolved by this Settlement. This time does not include time incurred after the billing was
10 finalized and the time spent managing the completion of the settlement, which I estimate will add
11 another \$10,000 to \$20,000 in additional lodestar making any multiplier ultimately negligible.
12 Third, the consideration of the enhancement factors would justify the enhancement of the lodestar.
13 Courts multiply the lodestar by a factor to account for the risk of non-payment, delay in payment, the
14 quality of work, and the novelty and difficulty of the issues involved. Here, where an enhancement
15 would be warranted, but the fee award is equivalent to the lodestar, there can be no question of the
16 reasonableness of the award.

17 9. The award of litigation expenses is based upon the actual expenses incurred by
18 PAGA Counsel, which currently are \$14,786.87. Under the Agreement, PAGA Counsel will be
19 recovering litigation expenses in the total amount of \$14,786.87 which is less than the \$25,000 cap
20 on costs which means the difference of \$10,213.13 will be added to the PAGA Payment. The
21 litigation expenses incurred by my firm in the amount of \$14,786.87 were all reasonably necessary
22 to the litigation and are detailed in Exhibit #2 attached hereto.

23
24 Experience and Qualifications

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

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

20 (b) Blumenthal Nordrehaug Bhowmik De Blouw LLP has litigated hundreds of
21 PAGA claims. In particular, in the last several years Blumenthal Nordrehaug Bhowmik De Blouw
22 LLP negotiated court-approved PAGA settlements with: (i) Mattress Firm in the amount of
23 \$3,750,000 (*Miller v. Mattress Firm*, Santa Clara County Superior Court Case No. 17CV313148);
24 (ii) CH Robinson in the amount of \$630,000 (*Poublon v. C.H. Robinson*, U.S.D.C. Central District
25 of California Case No. 12-06654); (iii) Accentcare in the amount of \$500,000 (*Lanuza v.*
26 *Accentcare*, San Francisco Superior Court Case No. CGC-18-565521); (iv) Prime Healthcare in the
27 amount of \$700,000 (*Ortega v. Prime Healthcare Paradise Valley, LLC*, Superior Court of
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1 California for the County of San Diego, Case No. 37-2014-00011240); (v) Planet Beauty in the
2 amount of \$200,000 (*Sanchez v. Beena Beauty Holding, Inc.*, Superior Court of California for the
3 County of Los Angeles, Case No. BC566065); (vi) Holman Automotive Group in the amount of
4 \$580,000 (*Gabriel v. KUNI SDI, LLC, et al.*, Superior Court of California for the County of San
5 Diego, Case No. 37-2017-00025191); (vii) Aircraft Service International in the amount of
6 \$1,100,000 (*Martin v. Aircraft Service International, Inc., et al.*, Superior Court of California,
7 County of San Francisco Case No. CGC-18-566072); (viii) Easy Driving School in the amount of
8 \$896,000 (*Thomas v. Easy Driving School*, Superior Court for the County of San Diego, Case No.
9 37-2018-00047639); (ix) Café Rio in the amount of \$835,000 (*Quincho v. Café Rio*, Superior Court
10 for the County of San Bernardino, Case No. CIVDS2011822); (x) Altamed in the amount of
11 \$1,570,000 (*Meek v. Altamed Health Services*, Superior Court for the County of Los Angeles, Case
12 No. 20STCV47464); (xi) Lululemon in the amount of \$1,200,000 (*O'Donnell v. Lululemon USA,*
13 *Inc.*, Superior Court for the County of Ventura, Case No. 56-2020-00542441); (xii) Yourmechanic in
14 the amount of \$1,285,000 (*Provost v. Yourmechanic, Inc.*, Superior Court for the County of San
15 Diego, Case No. 37-2017-00024056); (xiii) Altamed in the amount of \$1,570,000 (*Meek v. Altamed*
16 *Health Services*, Superior Court for the County of Los Angeles, Case No. 20STCV47464); (ix)
17 Oakhurst in the amount of \$380,000 (*Neff v. Oakhurst Industries*, Superior Court for the County of
18 Los Angeles, Case No. 21STCV21110); (x) and, Gurnick Academy of Medical Arts in the amount of
19 \$545,000 (*Serna v. Gurnick Academy of Medical Arts*, Superior Court for the County of San Mateo,
20 Case No. 22-CIV-01185). Based upon our significant experience litigating claims for PAGA
21 penalties, the opinion of experience counsel is that this is an excellent settlement and the PAGA
22 Payment here is greater on a per pay period basis than similar settlements that my firm has
23 previously negotiated, and which courts have approved.

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

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

14 12. The hourly rates for staff at Blumenthal Nordrehaug Bhowmik De Blouw LLP are as
15 follows: Partner Attorneys from \$850 to \$995, Associate Attorneys from \$450 to \$750, Paralegals
16 from \$250 to \$275. My firm's hourly rates are based upon the Laffey Matrix with the appropriate
17 2% increase adjustment for Southern California. A true and correct copy of the current Laffey
18 Matrix is attached hereto as Exhibit #4. These hourly rates have been approved by Court's
19 throughout California, including the Courts in the Superior Court of California. In fact, on August 1,
20 2018, District Judge Andre Birotte Jr. explicitly found that Class Counsel's "rates generally appear
21 reasonable and 'in line with those prevailing in the [relevant] community'—the Central District of
22 California". Finally, the reasonableness of Class Counsel's hourly rates is further confirmed by
23 comparing such rates with the rates of comparable counsel practicing complex and class litigation as
24 detailed in the National Law Journal Billing Survey. See e.g. *Zest IP Holdings, LLC v. Implant*
25 *Direct MFG., LLC*, 2014 U.S. Dist. LEXIS 167563 (S.D. Cal. 2014) (finding that "Mayer Brown's
26 \$775 average billing rate for partners" and "Mayer Brown's \$543 average associate billing rate" are
27 reasonable rates when compared within 21 other firms practicing in the Southern District of
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1 California.) This survey is useful to show that Class Counsel's rates are in line with the comparable
2 rates of the defense counsel that opposes these types of class claims, such as Mayer Brown noted
3 above who is defense counsel in cases currently being prosecuted by Class Counsel. In another
4 example from several years ago, Sheppard Mullin Richter & Hampton, who is opposing counsel in
5 many cases prosecuted by Class Counsel (one of the most frequent opposing counsel), charged rates
6 as high as \$875 for partners and \$535 for associates. Similarly, Paul Hastings, another opposing
7 counsel in these types of cases, in years past historically charged between \$900 and \$750 for
8 partners and \$755 and \$335 for associates. Thus, the rates charged by my firm for comparable work
9 are less than these examples and are therefore undoubtedly reasonable.

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11 13. LWDA - The PAGA Notice sent to the LWDA are attached hereto as Exhibit #5.
12 Included with the PAGA Notice was a draft of the complaint providing further specificity as to the
13 allegations. In addition, the LWDA is being served with this motion which includes the Settlement
14 Agreement, as verified in the proof of service.

15
16 14. Settlement Administration - ILYM Group was selected as the Settlement
17 Administrator based upon their estimate. The ILYM estimate provides for Administration Expenses
18 in the amount of \$4,700. The Declaration of Anthony Rogers verifying their qualifications and the
19 estimate is submitted herewith. I have used ILYM Group successfully as the administrator in more
20 than twenty prior settlements in the last couple years and know them to be competent and
21 experienced.

22
23 15. Conflicts - Neither Plaintiff nor my firm have any relationship with the
24 Administrator, nor any actual or potential conflicts of interest with Aggrieved Employees or the
25 LWDA.

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27 I declare under penalty of perjury under the laws of the State of California that the foregoing
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1 is true and correct. Executed this 29th day of May, 2024, at San Diego, California.

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3 /s/ Kyle Nordrehaug
4 Kyle Nordrehaug
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EXHIBIT #1

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement (“Agreement”) is made by and between plaintiff Mauricio Vides (“Plaintiff”) and defendants Flights Restaurant Group, Inc., Flights Burlingame, Inc., Flights Campbell, Inc., and Flights Los Gatos, Inc. (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

1.1. “Action” means the Plaintiff’s PAGA lawsuit alleging wage and hour violations against Defendant captioned *Mauricio Vides v. Flights Restaurant Group, Inc., et al.* (Case No. 22CV402958) initiated on September 9, 2022, and pending in Superior Court of the State of California, County of Santa Clara.

1.2. “Administrator” means ILYM Group, the neutral entity the Parties have agreed to appoint to administer the Settlement.

1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross PAGA Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with approval of this Settlement.

1.4. “Aggrieved Employees” means all individuals who are or previously were employed by Defendant in California and classified as a non-exempt employee at any time during the PAGA Period.

1.5. “Aggrieved Employee Data” means Aggrieved Employee identifying information in Defendant’s possession including the Aggrieved Employee’s name, last-known mailing address, Social Security number, and number of PAGA Pay Periods.

1.6. “Aggrieved Employee Address Search” means the Administrator’s investigation and search for current Aggrieved Employee mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Aggrieved Employees.

1.7. “Approval Order” means the proposed Court Order Granting Approval of PAGA Settlement.

1.8. “Court” means the Superior Court of California, County of Santa Clara.

1.9. “Defendant” means named defendants Flights Restaurant Group, Inc., Flights

Burlingame, Inc., Flights Campbell, Inc., and Flights Los Gatos, Inc.

1.10. “Defense Counsel” means Christine H. Long and Kevin S. Landis of the law firm of Berliner Cohen, LLP.

1.11. “Effective Date” means the date on which the Court’s order approving the settlement and its entry of Judgment become Final, which shall mean the latest of the following as applicable: (i) if there is no appeal, the date that is 61 days after the Judgment; (ii) if there is an appeal of the Court’s judgment, the date the order and judgment approving the settlement are affirmed on appeal, the date of dismissal of such appeal, or the expiration of the time to file a petition for writ of certiorari to the California Supreme Court; or (iii) if a petition for writ of certiorari is filed, the date of denial of the petition for writ of certiorari, or the date the order and judgment approving the settlement are affirmed pursuant to such petition.

1.12. “Gross PAGA Settlement Amount” means the total sum of \$265,000.00 which is the maximum amount Defendant agrees to pay under the Settlement, except as provided in paragraph 8 below. The Gross PAGA Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, the Service Award and the Administrator Expenses.

1.13. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Payment calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period.

1.14. “Judgment” means the judgment entered by the Court based upon the Approval Order.

1.15. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).

1.16. “LWDA PAGA Payment” means the 75% of the PAGA Payment paid to the LWDA under Labor Code section 2699, subd. (i).

1.17. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. *et seq.*).

1.18. “PAGA Counsel” means Norman B. Blumenthal, Kyle R. Nordrehaug and Aparajit Bhowmik of the law firm of Blumenthal Nordrehaug Bhowmik De Blouw LLP, the attorneys representing the Plaintiff in the Action.

1.19. “PAGA Counsel Fees Payment” and “PAGA Counsel Litigation Expenses Payment” mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.

1.20. “PAGA Notice” means Plaintiff Mauricio Vides’ June 21, 2022, letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).

1.21. “PAGA Payment” means the Gross PAGA Settlement Amount, less the following payments in the amounts approved by the Court: Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, Service Award Payment and Administration Expenses Payment, which after these deduction is the total amount of PAGA civil penalties to be paid from the Gross PAGA Settlement Amount, allocated 25% to the Aggrieved Employees and the 75% to LWDA in settlement of PAGA claims.

1.22. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.

1.23. “PAGA Period” means the period from June 21, 2021, to September 20, 2023.

1.24. “Plaintiff” means Mauricio Vides, the named plaintiff in the Action.

1.25. “Released PAGA Claims” means the claims being released by the Plaintiff and PAGA Counsel and as described in Paragraph 5.2 below.

1.26. “Released Parties” means “Defendants Flights Restaurant Group, Inc., Flights Burlingame, Inc., Flights Campbell, Inc., Flights Los Gatos, Inc., and each of them, and each of their past, present and future affiliates agents, employees, servants, officers, directors, partners, trustees, representatives, shareholders, stockholders, attorneys, parents, subsidiaries, equity sponsors, related companies/corporations and/or partnerships, divisions, assigns, predecessors, successors, insurers, consultants, joint venturers, joint employers, affiliates, alter-egos, and affiliated organizations, and all of their respective past, present and future employees, directors, officers, agents, attorneys, stockholders, fiduciaries, parents, subsidiaries, and assigns, and each of them (collectively, the “Released Parties”).”;

1.27. “Service Award” means the total amount up to \$12,500 to be paid to Plaintiff in exchange for a general release of claims against the Released Parties, as defined herein, subject to the Court’s approval.

1.28. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.

2. RECITALS

2.1. On September 9, 2022, Plaintiff Vides commenced the Action by filing a Representative Action Complaint against Defendant alleging a single cause of action for recovery of civil

penalties for Violation of the PAGA [Labor Code §§ 2698, *et seq.*]. The Representative Action Complaint is the operative complaint in the Action (the “Operative Complaint.”) Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in the Operative Complaint and denies any and all liability for the causes of action alleged.

2.2. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave timely written notice to Defendant and the LWDA by sending the PAGA Notice.

2.3. On September 19, 2023, the Parties participated in an all-day mediation presided over by Hon. Brian C. Walsh (Ret.) which led to this Agreement to settle the Action.

2.4. Prior to mediation, Plaintiff obtained, through informal discovery, documents relating to Defendant’s policies, practices, and procedures regarding paying non-exempt employees for all hours worked, overtime, meal and rest period policies, payroll and operations policies, and more.

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

3. MONETARY TERMS.

3.1. Gross PAGA Settlement Amount. Except as provided in paragraph 8 below, Defendant promises to pay \$265,000.00 and no more as the Gross PAGA Settlement Amount. The Gross Settlement Amount includes the Individual PAGA Payments to the Aggrieved Employees, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, Service Award, and the Administration Expenses Payment. Defendant has no obligation to pay the Gross PAGA Settlement Amount prior to the deadline stated in Paragraph 6.1 of this Agreement. The Administrator will disburse the entire Gross PAGA Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. The Gross PAGA Settlement Amount shall be all-in and none of the Gross PAGA Settlement Amount will revert to Defendant.

3.2. Payments from the Gross PAGA Settlement Amount. The Administrator will make and deduct the following payments from the Gross PAGA Settlement Amount, in the amounts specified by the Court in the Approval Order:

3.2.1 To PAGA Counsel: A PAGA Counsel Fees Payment of not more than one-third (1/3) of the Gross PAGA Settlement Amount which is currently estimated to be \$88,333.00 and PAGA Counsel Litigation Expenses Payment of not more than \$25,000. Defendant will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel

Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the PAGA Payment. Released Parties shall have no liability to PAGA Counsel or any other Plaintiff's Counsel arising from any claim to any portion any PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.2 To the Administrator: An Administrator Expenses Payment not to exceed \$6,000 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less, or the Court approves payment less than \$6,000, the Administrator will retain the remainder in the PAGA Payment.

3.2.3 To the LWDA and Aggrieved Employees: PAGA Payment in the amount of not less than \$133,167 to be paid from the Gross PAGA Settlement Amount, with 75% (no less than \$99,875.25) allocated to the LWDA PAGA Payment and 25% (no less than \$33,291.75) allocated to the Individual PAGA Payments. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Payment by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment. If the Court approves the PAGA Payment of less than the amount requested, the Administrator will allocate the remainder to the PAGA Payment. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

3.2.4 Plaintiff's Service Award: Plaintiff shall request from the Court a Service Award in the amount of \$12,500.00 in exchange for a general release of claims against the Released Parties as set forth in §5.1 below. This amount shall be paid exclusively from the Gross PAGA Settlement Amount. Defendant shall not oppose Plaintiff's request for a Service Award in this amount. In the event the Service Award is approved for less than \$12,500.00 to Plaintiff, the unawarded difference will be added to the PAGA Payment and not to Plaintiff, PAGA Counsel, or Defendant. This payment will be reported on IRS Form 1099 issued to Plaintiff by the Settlement Administrator. Notwithstanding any other term of this Settlement Agreement, any reduction by the Court of the Service Award shall not be sufficient grounds to void the Settlement Agreement.

3.2.5 Net Settlement Payment. The Net Settlement Payment shall be the amount payable to the Aggrieved Employees after Deduction from the Gross PAGA Settlement Amount of PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, Administrator Expenses Payment, LWDA Payment of 75% and Service Award. The Net Settlement Payment

will be the remainder after all of the above deductions.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Aggrieved Employee Pay Periods. Based on a review of its records to date, Defendant estimates there are approximately 272 Aggrieved Employees who worked a total of approximately 7,550 PAGA Pay Periods from June 21, 2021, to September 20, 2023.

4.2. Aggrieved Employee Data. Within fifteen (15) days, Defendant will simultaneously deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employees' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify PAGA Counsel if it discovers that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Aggrieved Employee Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.

4.3. Funding of Gross PAGA Settlement Amount. Defendant shall fully fund the Gross PAGA Settlement Amount by transmitting the funds to the Administrator within the later of sixty (60) days of the Effective Date or December 31, 2024.

4.4. Payments from the Gross PAGA Settlement Amount. Within fourteen (14) days after Defendant funds the Gross PAGA Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the PAGA Counsel Expenses Payment, and the Service Award. Disbursement of the PAGA Counsel Litigation Expenses Payment shall not precede disbursement of Individual PAGA Payments.

4.4.1. The Administrator will issue checks for the Individual PAGA Payments and send them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the void date, which is 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.4.2. The Administrator must conduct an Aggrieved Employee Address Search for all Aggrieved Employees whose checks are returned undelivered without USPS forwarding address.

Within seven (7) days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Aggrieved Employee Address Search. The Administrator need not take further steps to deliver checks to Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Aggrieved Employee whose original check was lost or misplaced, requested by the Aggrieved Employee prior to the void date.

4.4.3. For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the State Controller Unclaimed Property Fund in the name of the individual who failed to cash their check.

4.4.4. The payment of Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to the Aggrieved Employees (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. RELEASES OF CLAIMS. Effective on the date when Defendant fully funds the entire Gross PAGA Settlement Amount, Plaintiff and PAGA Counsel will release claims against all Released Parties as follows:

5.1. Plaintiff's Release. In exchange for the Service Award and upon full funding of the Gross Settlement Amount, Defendant shall be entitled to a general release from the Plaintiff. Plaintiff fully and finally releases defendants Flights Restaurant Group, Inc., Flights Burlingame, Inc., Flights Campbell, Inc., Flights Los Gatos, Inc., and each of them, and each of their past, present and future agents, employees, servants, officers, directors, partners, trustees, representatives, shareholders, stockholders, attorneys, parents, subsidiaries, equity sponsors, related companies/corporations and/or partnerships, divisions, assigns, predecessors, successors, insurers, consultants, joint venturers, joint employers, affiliates, alter-egos, and affiliated organizations, and all of their respective past, present and future employees, directors, officers, agents, attorneys, stockholders, fiduciaries, parents, subsidiaries, and assigns, and each of them (collectively, the "Released Parties"), from any and all claims, known and unknown, under federal, state and/or local law, statute, ordinance, regulation, common law, or other source of law, including but not limited to claims arising from or related to his employment with defendant Flights Restaurant Group, Inc., through the date of signing this MOU ("Plaintiff's Released Claims"). Plaintiff's Released Claims include, but are not limited to, all claims arising from or reasonably related to the Action, whether pleaded or not pleaded. Plaintiff's Released Claims also include all claims for failure to pay all wages due, including minimum wages, overtime wages and regular wages; off-the-clock work; failure to pay overtime compensation; failure to include bonuses in the regular rate of pay for purposes of paying overtime; failure to provide sick pay; failure to provide reporting time pay; failure to provide meal and/or rest periods; failure to pay proper meal or rest period penalties; failure to keep accurate time records; failure to provide and maintain accurate itemized wage statements; failure to keep accurate employee payroll records; failure to timely pay wages during employment; failure to timely pay wages at

separation of employment; waiting-time penalties; reimbursement of business expenses; and claims arising under or based upon the alleged violations of California Labor Code (including, but not limited to, sections 200, 201, 201.1, 201.3, 201.5, 202, 203, 204, 205.5, 206, 210, 216, 218, 218.5, 218.6, 221, 222, 222.5, 223, 224, 225, 225.5, 226, 226.3, 226.7, 226.8, 227.3, 246, 450, 510, 511, 512, 516, 550, 551, 552, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1197.2, 1198, 2802, 2698 *et seq.*, and 2699 *et seq.*); all claims arising under: the Wage Orders of the California Industrial Welfare Commission; the California Private Attorneys General Act of 2004 (“PAGA”); California Business and Professions Code section 17200, *et seq.*; the California Civil Code, to include but not limited to, sections 3287, 3336 and 3294; 8 CCR § 11010; 8 CCR § 11040; California Code of Civil Procedure § 1021.5; the California common law of contract; the FLSA, 29 U.S.C. § 201, *et seq.*; federal common law; and the Employee Retirement Income Security Act, 29 U.S.C. § 1001, *et seq.* (“ERISA”). Plaintiff’s Released Claims also include all claims for lost wages and benefits, emotional distress, retaliation, discrimination, harassment, punitive damages, and attorneys’ fees and costs arising under federal, state, or local laws for discrimination, harassment, retaliation, and wrongful termination, such as, by way of example only, (as amended) 42 U.S.C. section 1981, Title VII of the Civil Rights Act of 1964, the Americans With Disabilities Act, the Age Discrimination in Employment Act, and the California Fair Employment and Housing Act; and the law of contract and tort. This release excludes the release of claims not permitted by law. Plaintiff’s Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers’ compensation benefits that arose at any time, or based on occurrences outside the Class Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff’s Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff’s discovery of them.

5.1.1 Plaintiff’s Waiver of Rights Under California Civil Code Section 1542. Plaintiff’s Released Claims include all claims, whether known or unknown. Even if Plaintiff discovers facts in addition to or different from those that he now knows or believes to be true with respect to the subject matter of Plaintiff’s Released Claims, those claims will remain released and forever barred. Thus, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits of Section 1542 of the California Civil Code, which reads:

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

5.2 Release by Aggrieved Employees:

Upon full funding of the Gross PAGA Settlement Amount, the State of California and all Aggrieved Employees are deemed to release, on behalf of themselves and their respective former

and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all “Released PAGA Claims”. “Released PAGA Claims” means any and all claims, debts, restitution, liabilities, demands, actions, or causes of action for civil penalties that were alleged or which could have been alleged based on the factual allegations in the operative complaint, as amended, in the Action (the “Operative Complaint”) that occurred during the PAGA Period, including all claims for civil penalties against defendants Flights Restaurant Group, Inc., Flights Burlingame, Inc., Flights Campbell, Inc., and Flights Los Gatos, Inc., based on the facts of the Operative Complaint for failure to pay all wages due, including overtime wages and regular wages; failure to pay overtime compensation at the proper rate of pay; failure to include additional remuneration, including shift differentials, in the regular rate of pay for purposes of paying overtime; failure to provide meal and/or rest periods, failure to pay proper meal or rest period penalties; failure to maintain accurate time records; failure to provide and maintain accurate itemized wage statements; failure to maintain accurate employee payroll records; failure to timely pay wages due during or at separation of employment; waiting-time penalties; and claims based on the facts of the Operative Complaint for violations of California Labor Code Sections 201-204, 210, 218.6, 221, 223, 226, 226.3, 226.7, 246, 510, 512, 516, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198 and 2699 and applicable California Industrial Welfare Commission (“IWC”) Wage Orders, including IWC Wage Order No. 1 (Cal. Code Regs., tit. 8, § 11010) and IWC Wage Order No. 4 (Cal. Code Regs., tit. 8, § 11040) during the PAGA Period, against the Released Parties.

The Released PAGA Claims expressly excludes all other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, and California class claims, and PAGA claims outside of the PAGA Period. In no event shall the release of the Released PAGA Claims in this Settlement Agreement release any individual claims of any individuals.

5.3 Release by PAGA Counsel:

PAGA Counsel release on behalf of their present and former attorneys, employees, agents, successors and assigns the Released Parties from all claims for PAGA Fees incurred in connection with the Operative Complaint and the PAGA Period facts stated in the Operative Complaint and the PAGA Notice.

6. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT. The Parties agree to jointly prepare and file an application or motion for approval of this Settlement.

6.1 Plaintiff’s Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor Code Section 2699, subd. (f)(2)) including (i) a draft proposed Order Granting Approval of PAGA Settlement; (ii) a signed declaration from the Administrator attaching its “not to exceed” bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for

protecting the security of Aggrieved Employee Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Aggrieved Employees or the LWDA; and the nature and extent of any financial relationship with Plaintiff, PAGA Counsel or Defense Counsel; (iii) a signed declaration from PAGA Counsel firm attesting to its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); (iv) a redlined version of the parties' Agreement showing all modifications made to the Model Agreement ready for filing with the Court; and (v) all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Administrator. In their Declarations, Plaintiff and PAGA Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.2 Responsibilities of PAGA Counsel. PAGA Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the application or motion for approval of this Settlement no later than sixty (60) days after the full execution of this Agreement and, if necessary, obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion. PAGA Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.

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

7. SETTLEMENT ADMINISTRATION.

7.1. Selection of Administrator. The Parties have jointly selected ILYM Group to serve as the Administrator and verified that, as a condition of appointment, ILYM Group agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

7.2. Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.

7.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund (“QSF”) under US Treasury Regulation section 468B-1.

7.4. Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise. This will include translating all necessary documents into Spanish.

8. AGGRIEVED EMPLOYEE SIZE ESTIMATES and ESCALATOR CLAUSE
Based on its records, Defendant estimates that, as of the date of this Settlement Agreement, (1) there are 272 Aggrieved Employees who worked 7,550 Pay Periods during the PAGA Period. If the actual number of PAGA Pay Periods is determined to be incorrect by more than 10% (or 8,305), then the gross settlement amount will be increased proportionately. For example, if the number is 11% higher (or 8,380), the gross settlement amount will be increased by 1%. Defendant shall verify prior to filing for approval of the settlement under penalty of perjury the number of pay periods in the PAGA Period and Defendant’s claims of financial distress with a declaration under penalty of perjury and will share profit and loss financial data with Plaintiff’s counsel to review.

9. CONTINUING JURISDICTION OF THE COURT. The Parties agree that after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement pursuant to C.C.P. Section 664.6 solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

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

10. ADDITIONAL PROVISIONS.

10.1 No Admission of Liability or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the

allegations in the Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree that representative treatment is for purposes of this Settlement only. Defendant expressly denies all liability for any wrongdoing alleged by Plaintiff. If, for any reason the Court does not approve this Settlement, Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to contest Defendant's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

10.2 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.

10.3 Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

10.4 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of the mediator, Hon. Brian C. Walsh (Ret.), for resolution.

10.5 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.

10.6 No Tax Advice. Neither Plaintiff, PAGA Counsel, Defendant nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

10.7 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.

10.8 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.

10.9 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.

10.10 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

10.11 Confidentiality. Other than information necessary to secure Court approval of this settlement, the Parties agree to keep confidential all matters relative to this Settlement, including the terms of the Settlement and the facts and circumstances leading up to it. If asked about the disputes between the Parties, the Parties shall provide no other statement than “the matter has been resolved” or “the matter has settled.” The Parties may, however, discuss the terms of this Settlement with their spouses, attorneys, financial advisors, tax advisors, and accountants, or upon a valid court order, at which time the individual receiving information about the terms of this Settlement shall be informed that the terms of this Settlement are confidential, and the individual may not reveal or disclose to any third party the terms of the Settlement. Except as set forth above, neither Plaintiff nor PAGA Counsel shall issue a press release, hold a press conference, publish information about the settlement on any website or social media, respond to any press inquiries, or otherwise publicize the settlement or communicate its terms in public or in private.

10.12 Use and Return of Aggrieved Employee Data. Information provided to PAGA Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the PAGA Data provided to PAGA Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the Administrator discharges its obligation to pay out of all Settlement funds, Plaintiff shall destroy all paper and electronic versions of Aggrieved Employee Data received from Defendant unless, prior to the Administrator’s payment of all Settlement Funds, Defendant makes a written request to PAGA Counsel for the return, rather than the destructions, of Aggrieved Employee Data.

10.13 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

10.14 Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first

business day thereafter.

10.15 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff: Norman Blumenthal
 norm@bamlawca.com
 Kyle R. Nordrehaug
 kyle@bamlawca.com
 Aparajit Bhowmik
 aj@bamlawca.com
 Nicholas J. De Blouw
 deblouw@bamlawca.com
 Blumenthal Nordrehaug Bhowmik De Blouw LLP
 2255 Calle Clara
 La Jolla, California 92037
 Phone: (858) 551-1223
 Facsimile: (858) 551-1232

To Defendant: BERLINER COHEN, LLP
 Christine H. Long
 christine.long@berliner.com
 Kevin S. Landis
 kevin.landis@berliner.com
 Ten Almaden Boulevard, Eleventh Floor
 San Jose, California 95113
 Telephone: (408) 286-5800
 Facsimile: (408) 998-5388

10.16 Execution in Counterparts. This Settlement Agreement is subject only to the execution of all Parties. However, this Agreement may be executed in one or more counterparts by facsimile, electronic signature, or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

10.17 Court Filings. The Parties agree not to object to any Court filings consistent with this Agreement.

10.18 No Other Pending Claims. Plaintiff represents that he does not have any other pending claims, complaints, charges, or lawsuits of any kind whatsoever with any court,

governmental agency, or other regulatory body with respect to any matter arising out of their employment with Defendant, or otherwise related to Defendant.

10.19 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process. In the event the settlement is not finally approved, or is terminated, cancelled or fails to become effective for any reason, the Parties shall revert back to their respective positions as of before entering into the settlement. The Parties shall cooperate in good faith to secure a court order staying the Action and all deadlines, pending implementation of the settlement. If the Court denies approval of the settlement, the Parties will resume litigation.

11. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: Feb 26, 2024


Mauricio Vides (Feb 26, 2024 16:12 PST)

Plaintiff Mauricio Vides

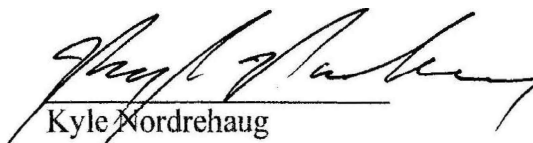
Dated: 03/21/24


Alexander Hult (Mar 21, 2024 14:53 PDT)

Alexander Hult

For Defendants Flights Restaurant Group, Inc., Flights Burlingame, Inc., Flights Campbell, Inc., and Flights Los Gatos, Inc.

Dated: March 14, 2024



Kyle Nordrehaug

Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorney for Plaintiff

Dated: Mar 24, 2024


Kevin Landis (Mar 25, 2024 10:01 PDT)

Christine H. Long

Berliner Cohen, LLP

Attorney for Defendants Flights Restaurant Group, Inc., Flights Burlingame, Inc., Flights Campbell, Inc., and Flights Los Gatos, Inc.

EXHIBIT #2

Blumenthal Nordrehaug Bhowmik DeBlouw LLP

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

INVOICE

Invoice # 1
Date: 05/29/2024
Due On: 06/28/2024

Mauricio Vides
13642 Marmont Way
San Jose, CA 95127

CA2635

Flights Restaurant Group Inc.

Services

Type	Date	Notes	Quantity	Rate	Total
Service	08/09/2022	Review complaint for filing, analyze, advise ND	2.80	\$450.00	\$1,260.00
Service	08/17/2022	Revise complaint for filing, advise ND	2.60	\$450.00	\$1,170.00
Service	09/08/2022	Review case notes/damage analysis	0.50	\$675.00	\$337.50
Service	09/08/2022	Review & analyze employment file documents/1198.5 response	2.50	\$675.00	\$1,687.50
Service	09/09/2022	Draft summons and civil case cover sheet	0.50	\$675.00	\$337.50
Service	09/09/2022	Review, edit & finalize paga only complaint draft	2.00	\$675.00	\$1,350.00
Service	09/09/2022	Review & finalize paga action complaint package; file in Santa Clara Sup. Ct.	1.00	\$675.00	\$675.00
Service	09/12/2022	Review court-returned documents; review civil case notice; memo to firm re judicial/departement assignment and status of initial case management conference	0.50	\$675.00	\$337.50
Service	09/12/2022	Upload complaint to LWDA website; save confirmation for future verification of notice to LWDA	0.40	\$675.00	\$270.00
Service	10/24/2022	Prepare documents for service of process for 4 defendants; identify registered agent; send out for service via knox	1.00	\$675.00	\$675.00
Service	11/15/2022	File Proof of Service of Summons x4; email to team re post-service written discovery	0.50	\$675.00	\$337.50

Service	01/09/2023	Review and outline file and pleadings for onboarding; draft summary.	1.20	\$550.00	\$660.00
Service	01/11/2023	Review file; review and extract relevant documents; develop exhibit book; draft summary update of claims.	1.20	\$550.00	\$660.00
Service	01/13/2023	Additional review of claims; follow up correspondence.	0.50	\$550.00	\$275.00
Service	01/18/2023	Review and outline file and docket in advance of drafting CMC statement; draft summary.	0.80	\$550.00	\$440.00
Service	01/18/2023	Draft initial case management statement; submit to opposing counsel for review and comment.	1.00	\$550.00	\$550.00
Service	01/19/2023	Follow up correspondence with opposing counsel regarding meet and confer call and joint statement.	0.40	\$550.00	\$220.00
Service	01/20/2023	Follow up correspondence with opposing counsel regarding joint statement; revise, finalize file and serve joint statement; follow up correspondence regarding meet and confer call.	0.80	\$550.00	\$440.00
Service	01/20/2023	Draft POS re CMS	0.20	\$250.00	\$50.00
Service	01/24/2023	Teleconference with opposing counsel regarding mediation; draft and circulate summary.	0.80	\$550.00	\$440.00
Service	01/24/2023	Monitor court's website re tentative ruling, no tentative issued	0.30	\$250.00	\$75.00
Service	01/25/2023	Review docket for status; prepare for and attend CMC; draft and circulate summary.	2.20	\$550.00	\$1,210.00
Service	01/25/2023	Txt AGR re new link for CMC at 2:30, AGR OK	0.20	\$250.00	\$50.00
Service	01/30/2023	Receipt and review Notice of Case Management Statement.	0.20	\$750.00	\$150.00
Service	03/16/2023	Email from K. Landis re: total number of class members.	0.20	\$750.00	\$150.00
Service	03/16/2023	Multiple correspondence with opposing counsel regarding class size and mediation.	0.40	\$550.00	\$220.00
Service	04/05/2023	Review file and orders for status; draft follow up correspondence.	0.80	\$550.00	\$440.00
Service	04/05/2023	Draft joint statement pursuant to correspondence with AB.	1.00	\$550.00	\$550.00
Service	04/06/2023	Revise joint statement; submit to opposing counsel for review.	0.60	\$550.00	\$330.00
Service	04/07/2023	Follow up correspondence regarding joint statement.	0.30	\$550.00	\$165.00
Service	04/07/2023	Draft revised joint statement per correspondence with AB, submit to opposing counsel; revise, finalize, file and serve joint statement.	1.00	\$550.00	\$550.00

Service	04/10/2023	Receipt and review Notice of Rescheduling CMC.	0.20	\$750.00	\$150.00
Service	04/10/2023	Multiple correspondence regarding mediation and stipulation to stay; follow up with AC.	0.50	\$550.00	\$275.00
Service	04/11/2023	Receive and review order from court; draft follow up correspondence regarding CMC.	0.50	\$550.00	\$275.00
Service	04/12/2023	Receive and review correspondence regarding mediation; receive and review stipulation to stay matter; draft follow up correspondence.	0.60	\$550.00	\$330.00
Service	04/12/2023	Draft Stip to stay pending mediation and cover sheet and email to AGR for review	1.00	\$250.00	\$250.00
Service	04/12/2023	Calendar reminders to Bates stamp docs ahead of mediation	0.20	\$250.00	\$50.00
Service	04/18/2023	Review and outline file; draft stipulation to stay matter pending mediation; submit to opposing counsel.	1.00	\$550.00	\$550.00
Service	04/25/2023	Bates stamp docs for mediation	0.20	\$250.00	\$50.00
Service	04/26/2023	Follow up correspondence with opposing counsel regarding stipulation and proposed order to stay action pending mediation.	0.30	\$550.00	\$165.00
Service	04/26/2023	Review and outline case file documents in advance of drafting mediation data request; create exhibit book.	1.40	\$550.00	\$770.00
Service	04/26/2023	Draft mediation data request; submit to AB for review.	1.20	\$550.00	\$660.00
Service	04/26/2023	Revise, finalize and serve mediation data request.	0.40	\$550.00	\$220.00
Service	04/28/2023	Multiple correspondence with opposing counsel regarding stipulation to stay.	0.30	\$550.00	\$165.00
Service	05/04/2023	Multiple correspondence with opposing counsel and CTL regarding stipulation and extension of five year time to bring case to trial.	0.30	\$550.00	\$165.00
Service	05/17/2023	Revise stipulation and order; submit to opposing counsel for signature.	0.40	\$550.00	\$220.00
Service	05/17/2023	Revise, finalize, file and serve stipulation to stay matter.	0.50	\$550.00	\$275.00
Service	05/18/2023	Receipt and review Notice of rescheduled CMC	0.20	\$750.00	\$150.00
Service	08/04/2023	Review file for status of production; follow up correspondence with opposing counsel regarding mediation data.	0.50	\$550.00	\$275.00
Service	08/08/2023	Review Plaintiff's documents and check if bates stamps needed for production ahead of mediation	0.20	\$250.00	\$50.00
Service	08/21/2023	Email from K. Landis re: mediation uploading and share link.	0.20	\$750.00	\$150.00

Service	08/21/2023	Review and outline documents; draft mediation data form.	1.40	\$550.00	\$770.00
Service	08/23/2023	Follow up correspondence with opposing counsel regarding status of files.	0.40	\$550.00	\$220.00
Service	08/24/2023	Receive and review documents from opposing counsel; draft follow up correspondence for expert review.	1.50	\$550.00	\$825.00
Service	09/06/2023	Organize and combine D's documents produced pursuant to mediation, bates stamp and save in the file per SOP	1.00	\$250.00	\$250.00
Service	09/06/2023	Review document production for mediation; update exhibit book; update mediation sheet; draft follow up correspondence.	1.50	\$550.00	\$825.00
Service	09/07/2023	Review and outline policies in advance of mediation; draft summary correspondence.	0.40	\$550.00	\$220.00
Service	09/07/2023	Follow up correspondence with opposing counsel regarding pay period count.	0.30	\$550.00	\$165.00
Service	09/08/2023	Follow up correspondence with opposing counsel regarding pay period count.	0.30	\$550.00	\$165.00
Service	09/11/2023	Follow up correspondence with opposing counsel regarding mediation data.	0.30	\$550.00	\$165.00
Service	09/12/2023	Receive and review updated data for mediation; update file and mediation summary.	0.60	\$550.00	\$330.00
Service	09/12/2023	Review and outline file for client information per AB; draft summary correspondence.	0.60	\$550.00	\$330.00
Service	09/12/2023	Review file and transmit additional data to expert; receive and review expert reports.	1.00	\$550.00	\$550.00
Service	09/13/2023	Review correspondence from OPC and update file re number of AE and pay periods	0.20	\$250.00	\$50.00
Service	09/14/2023	Review status of case and confirm appearance info for mediation and pre-mediation call	0.30	\$250.00	\$75.00
Service	09/14/2023	Speak with client in advance of mediation, analyze claims, advise AJB	2.80	\$450.00	\$1,260.00
Service	09/18/2023	Prepare for mediation, review and analyze mediation brief, advise AJB	2.80	\$450.00	\$1,260.00
Service	09/18/2023	Review mediation brief and material; analysis of claims; advise AJ	1.50	\$950.00	\$1,425.00
Service	09/19/2023	Prep and appear for mediation.	10.00	\$895.00	\$8,950.00
Service	09/19/2023	Attend mediation	8.00	\$450.00	\$3,600.00
Service	09/20/2023	Review mediator's proposal and Plaintiff's acceptance	0.40	\$750.00	\$300.00

		thereof; discuss with AJB			
Service	09/20/2023	Review mediator proposal and emails; analysis of settlement issues	0.50	\$950.00	\$475.00
Service	09/25/2023	Multiple correspondence regarding status of mediation; review MOU in advance of settlement agreement preparation.	0.80	\$550.00	\$440.00
Service	10/04/2023	Receive and review draft status report; draft revisions and submit to opposing counsel.	0.80	\$550.00	\$440.00
Service	11/03/2023	Draft Joint CMS; Email to K. Landis re: Joint CMS; Receipt and review Final CMS.	0.60	\$750.00	\$450.00
Service	11/03/2023	Review status of case, check court's website, confirm 11/8 hearing on calendar, set up remote appearance	0.30	\$250.00	\$75.00
Service	11/03/2023	Receipt and review Notice of Reschedule CMC.	0.20	\$750.00	\$150.00
Service	11/07/2023	Review and analyze MOU and correspondence from Defendant regarding PAGA class number; Email to D. Landis re: confirmation of PAGA class number for estimates for administration.	0.40	\$750.00	\$300.00
Service	11/07/2023	Ran fees/cost report in Clio and Tussman, saved in file, email CTL	0.20	\$250.00	\$50.00
Service	11/13/2023	Email OPC re follow up about status of MOU	0.20	\$250.00	\$50.00
Service	11/16/2023	Email OPC re follow up about status of MOU	0.20	\$250.00	\$50.00
Service	11/27/2023	Follow up with OPC re status of MOU, confirm MOU fully executed	0.40	\$250.00	\$100.00
Service	11/27/2023	Review final MOU; analysis for approval issues	0.50	\$950.00	\$475.00
Service	11/28/2023	Email from K. Landis re: fully executed settlement agreement; Email to Rico re: same.	0.10	\$750.00	\$75.00
Service	12/10/2023	Review MOU & file; begin drafting long form PAGA Settlement Agreement	2.50	\$675.00	\$1,687.50
Service	12/11/2023	Draft long form PAGA Settlement Agreement; email to CL re AE definition; finish drafting long form Agreement; email draft to OPC; email to KN re Admin estimates	3.00	\$675.00	\$2,025.00
Service	01/11/2024	Review questions from RE; review Admin estimates; responde to RE	0.30	\$950.00	\$285.00
Service	01/12/2024	Review file; follow up w OPC re status of individual agreement; send admin quotes	0.40	\$675.00	\$270.00
Service	01/18/2024	Review file; follow up with OPC re redlines to long form agreement	0.30	\$675.00	\$202.50
Service	01/25/2024	Review & analyze OPC edits to long form Agreement;	1.75	\$675.00	\$1,181.25

memo to KN re proposed edits/next steps					
Service	02/02/2024	Review long form Agreement; review prior analysis to KN; revise analysis; email to KN re same	0.75	\$675.00	\$506.25
Service	02/06/2024	Review and revise draft Agreement; email the Defendant regarding revisions and draft agreement; work on Administration issues.	2.00	\$950.00	\$1,900.00
Service	02/06/2024	Review file; begin drafting motion for approval of PAGA Settlement	2.50	\$675.00	\$1,687.50
Service	02/07/2024	Draft motion to approve PAGA settlement	4.00	\$675.00	\$2,700.00
Service	02/07/2024	Draft proposed Order & Judgment re motion to approve PAGA settlement	0.75	\$675.00	\$506.25
Service	02/07/2024	Call and email court re date for hearing on PAGA MPA	0.40	\$250.00	\$100.00
Service	02/09/2024	Email exchange with court re availability of dept 19 for MPA, circulate proposed dates	0.20	\$250.00	\$50.00
Service	02/09/2024	Reserve hearing date (2 emails)//confirm to CJ for calendar	0.50	\$250.00	\$125.00
Service	02/22/2024	Review file; follow up with OPC re finalizing long form PAGA Agreement	0.30	\$675.00	\$202.50
Service	02/26/2024	Review and revise Agreement for final; email Def; memo to staff	1.50	\$950.00	\$1,425.00
Service	02/26/2024	Review final redline edits long form PAGA agreement; compare final version to latest redline from KN	0.50	\$675.00	\$337.50
Service	03/12/2024	Review email from court re settlement approval hearing reset to 7/3/24, ask C. Johnson to calendar	0.20	\$450.00	\$90.00
Service	03/14/2024	Receive and sent email to C. Johnson re hearing reservation for settlement approval, review court's docket	0.20	\$450.00	\$90.00
Service	03/15/2024	Review and revise motion for PAGA approval; revise proposed order; email to Def	1.75	\$950.00	\$1,662.50
Service	03/25/2024	Receipt and Review of Correspondence: review correspondence between parties; review court's orders and status of case; advise CL	0.50	\$750.00	\$375.00
Service	03/29/2024	Review file; draft declaration of Mauricio Vides in support of PAGA approval motion/service award request; email to client re draft declaration	2.25	\$675.00	\$1,518.75
Service	04/02/2024	Review status and emails; email Defense counsel	0.25	\$950.00	\$237.50
Service	05/25/2024	Legal research and review court guidelines for approval; prepare approval outline and double check compliance; memo to Admin; update motion	2.00	\$950.00	\$1,900.00

Service	05/29/2024	Draft declaration ISO motion; prepare exhibits; review billing for accuracy	2.50	\$950.00	\$2,375.00
Service	05/29/2024	Review and revise motion for final.	1.75	\$950.00	\$1,662.50
Services Subtotal				\$71,225.00	

Expenses

Type	Date	Notes	Quantity	Rate	Total
Expense	06/22/2022	PAGA Filing Fee	1.00	\$75.00	\$75.00
Expense	09/12/2022	Onelegal Fee/Filing Fee	1.00	\$1,496.17	\$1,496.17
Expense	11/15/2022	OneLegal/Filing Fee	1.00	\$18.76	\$18.76
Expense	11/16/2022	Court Fee/OneLegal Fee	1.00	\$42.21	\$42.21
Expense	11/30/2022	KNOX filing and messenger service	1.00	\$58.55	\$58.55
Expense	11/30/2022	KNOX filing and messenger service	1.00	\$58.55	\$58.55
Expense	11/30/2022	KNOX filing and messenger service	1.00	\$58.55	\$58.55
Expense	11/30/2022	KNOX filing and messenger service	1.00	\$117.55	\$117.55
Expense	12/31/2022	KNOX filing and messenger service	1.00	\$58.55	\$58.55
Expense	12/31/2022	KNOX filing and messenger service	1.00	\$58.55	\$58.55
Expense	12/31/2022	KNOX filing and messenger service	1.00	\$58.55	\$58.55
Expense	12/31/2022	KNOX filing and messenger service	1.00	\$117.55	\$117.55
Expense	01/20/2023	OneLegal filing fee.	1.00	\$19.22	\$19.22
Expense	02/02/2023	Lexis Nexis	1.00	\$283.00	\$283.00
Expense	02/03/2023	Hearing appearance fee.	1.00	\$72.00	\$72.00
Expense	04/07/2023	OneLegal filing fee.	1.00	\$19.22	\$19.22
Expense	05/17/2023	OneLegal filing fee.	1.00	\$39.89	\$39.89
Expense	05/22/2023	Mediation Fee - Hon. Brian Walsh	1.00	\$5,475.00	\$5,475.00
Expense	10/11/2023	Berger Consulting Fee	1.00	\$6,600.00	\$6,600.00
Expense	05/29/2024	Filing fee - motion for approval	1.00	\$60.00	\$60.00
Expenses Subtotal				\$14,786.87	

Time Keeper	Quantity	Rate	Total
AJ Bhowmik	10.0	\$895.00	\$8,950.00

Scott Blumenthal	19.0	\$450.00	\$8,550.00
Ricardo Ehmann	27.9	\$675.00	\$18,832.50
Jeffrey Herman	0.4	\$750.00	\$300.00
Christine LeVu	2.3	\$750.00	\$1,725.00
Kyle Nordrehaug	14.55	\$950.00	\$13,822.50
Victoria Rivapalacio	0.5	\$750.00	\$375.00
Andrew Ronan	30.8	\$550.00	\$16,940.00
Adolfo Sanchez Contreras	0.4	\$450.00	\$180.00
Adolfo Sanchez Contreras	6.0	\$250.00	\$1,500.00
Yesenia Silva	0.2	\$250.00	\$50.00
Subtotal			\$86,011.87
Total			\$86,011.87

Detailed Statement of Account

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
1	06/28/2024	\$86,011.87	\$0.00	\$86,011.87
Outstanding Balance				\$86,011.87
Total Amount Outstanding				\$86,011.87

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

Please pay within 30 days.

EXHIBIT #3

Blumenthal Nordrehaug Bhowmik De Blouw LLP

2255 Calle Clara, La Jolla, California 92037

Tel: (858) 551-1223

Fax: (858) 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

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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)

Victoria Rivapalacio

Associate Attorney

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

Admitted: 2011, California

Educated: University of California at San Diego (B.A., 2003); George Washington University Law School (J.D. 2010)

Ricardo Ehmann

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2018, California; 2004, Nevada

Educated: University of California, San Diego (B.A. 1998); Loyola Law School (J.D. 2001)

Jeffrey S. Herman

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2011, California; 2016 Arizona

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

Charlotte James

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2016, California

Educated: San Diego State University; California Western School of Law

Christine Levu

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2012, California

Educated: University of California, Irvine; California Western School of Law

Andrew Ronan

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2016, California

Educated: Arizona State University; University of San Diego School of Law

Scott Blumenthal

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2020, New Mexico

Educated: University of Southern California; California Western School of Law

Sergio Julian Puche

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2013, California

Educated: University of California, Irvine; California Western School of Law

Trevor Moran

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2020, California

Educated: University of Rhode Island; California Western School of Law

Adolfo Sanchez Contreras

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2024, California; 2014, Mexico

Educated: The Juarez University

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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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 Compiq 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

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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; Cavada v. Inter-Continental Hotels Group, Inc. – U.S. District Court, Southern District of California, Case No. 3:19-cv-01675-GPC-AHG; Lešević 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; Porrás 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. 19STCY30808; 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. Lifesaver 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. Cyctec Engineered Materials, Inc. – Orange County Superior Court, Case No. 30-2020-01164932-CU-OE-CXC

EXHIBIT #4

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 +
6/01/23- 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
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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.

EXHIBIT #5

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WRITERS EXT:

1004

June 21, 2022

CA2635

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

Labor and Workforce Development Agency
Online Filing

Flights Restaurant Group, Inc.
Flights Restaurant Campbell, Inc.
Flights Restaurant Burlingame, Inc.
Flights Restaurant Los Gatos, Inc.
Certified Mail #70220410000153343973
Alexander Hult
4841 Kingbrook Drive
San Jose, CA 95124

Re: Notice Of Violations Of California Labor Code Sections §§ 201, 202, 203, 204 *et seq.*, 210, 218, 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 Flights Restaurant Group, Inc. and/or Flights Restaurant Burlingame, Inc. and/or Flights Restaurant Campbell, Inc. and/or Flights Restaurant Los Gatos, Inc in California and classified as non-exempt employees during the time period of June 21, 2021 until a date as determined by the Court. Our offices represent Plaintiff Mauricio Vides (“Plaintiff”) and other Aggrieved Employees in a lawsuit against Flights Restaurant Group, Inc. and/or Flights Restaurant Burlingame, Inc. and/or Flights Restaurant Campbell, Inc. and/or Flights Restaurant Los Gatos, Inc. (“Defendant”). Plaintiff was employed by Defendant in California as a non-exempt employee from May of 2021 to July 15, 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 and sick pay wages at the correct rate, for all of their missed meal and rest breaks (and paid at the correct regular rate), and for all of their time spent working off the clock. Moreover, when Defendant required Plaintiff and Aggrieved Employees to report for work, but “furnished less than half said employee’s usual or scheduled day’s work,” Defendant violated Cal. Code Regs., tit. 8 § 11040, subd. 5(A) by failing to pay Plaintiff and Aggrieved Employees for at least two (2) hours’ worth

of work at their regular rate of pay. In addition, when Defendant required Plaintiff and Aggrieved Employees to respond to and engage in additional work, this resulted in a second reporting for work in a single workday, and Defendant failed to pay these employees reporting time pay as required by Cal. Code Regs., tit. 8, § 11040, subd. 5(B). Further, Defendant failed to advise Plaintiff and the other Aggrieved Employees of their right to take separately and hourly paid duty-free ten (10) minute rest periods. *See Vaquero v. Stoneledge Furniture, LLC*, 9 Cal. App. 5th 98, 110 (2017). Additionally, pursuant to Labor Code § 204 *et seq.*, Defendant failed to timely provide Plaintiff and other Aggrieved Employees with their wages. Plaintiff further contends that Defendant failed to provide accurate wage statements to her, and other Aggrieved Employees, in violation of California Labor Code section 226(a). Specifically, PLAINTIFF and the AGGRIEVED EMPLOYEES were paid on an hourly basis. As such, the wage statements should reflect all applicable hourly rates during the pay period and the total hours worked, and the applicable pay period in which the wages were earned pursuant to California Labor Code Section 226(a). The wage statements Defendant provided to PLAINTIFF and the 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). 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, 218, 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 or 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.