

Larry W. Lee (State Bar No. 228175)
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DIVERSITY LAW GROUP, P.C.
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Attorneys for Plaintiff and the Aggrieved Employees
(Additional Counsel on Next Page)

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA CLARA**

JAMES GUIFFRE, as an individual and on
behalf of all others similarly situated,

Plaintiffs,

vs.

BI-RITE RESTAURANT SUPPLY CO.,
INC., a California corporation; and DOES 1
through 50, inclusive,

Defendant.

Case No. 22CV402169

[Assigned for all purposes to the Hon. Charles F.
Adams in Department 7]

**DECLARATION OF LARRY W. LEE IN
SUPPORT OF PLAINTIFF'S MOTION TO
APPROVE THE PARTIES' SETTLEMENT
AGREEMENT PURSUANT TO THE LABOR
CODE PRIVATE ATTORNEYS GENERAL
ACT OF 2004**

Date: April 17, 2025
Time: 1:30 pm
Dept.: 7

ADDITIONAL COUNSEL

Edward W. Choi, State Bar No. 211334

Edward.choi@choiandassociates.com

LAW OFFICES OF CHOI & ASSOCIATES, APLC

515 S. Figueroa St. Suite 1250

Los Angeles, CA 90010

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Dennis S. Hyun (State Bar No. 224240)

HYUN LEGAL, APC

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Attorneys for Plaintiff and the Aggrieved Employees

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1. I am an attorney at law, duly licensed to practice before all Courts in the State of California, and am with the law firm Diversity Law Group, P.C., counsel of record for Named Plaintiff James Guiffre (“Plaintiff”). I have personal knowledge of the facts set forth below and intend to testify I could and would do so competently.

3. On August 19, 2022, Plaintiff filed a Class Action Complaint against Defendant in the Superior Court of California, County of Santa Clara, asserting violation of violation of Labor Code §§ 201-204, 226.2, 226.7, 227.3, 510, 558, 1194, 1197, and 1197.1 and Bus. & Prof. Code § 17200, et seq.

5. After service of written discovery, the Parties agreed to engage in mediation before neutral the Hon. Kevin Murphy (ret.) on February 14, 2023. After a full day of mediation, the case settled only on an individual basis for Plaintiff's wrongful termination claims.

7. After another year of litigation, including Plaintiff filed a motion for leave to amend and Defendant filing a motion to stay, the Parties agreed to a third mediation with Michael Loeb, Esq. on October 17, 2024.

8. In connection with the mediation, Defendant's Counsel provided Plaintiff's Counsel with information regarding the number of pay periods at issue. Based on this information, the Parties conducted settlement negotiations. After a third mediation and second

1 full day of arm's-length negotiations regarding the PAGA claims, the Parties were able to reach a
2 settlement.

3 9. The Parties subsequently executed the Settlement Agreement. Attached hereto as
4 Exhibit B is a true and correct copy of the Settlement Agreement.

5 10. In connection with the mediation, Defendant's Counsel provided Plaintiff's
6 Counsel with information regarding the number of pay periods where 1) commission wages were
7 paid and (2) wage statements that included the foregoing payments. Based on this information,
8 the Parties conducted settlement negotiations.

9 11. At the time of the third mediation, there were approximately 56 aggrieved
10 employees that worked a total of 3,278 pay periods. Defendant's potential exposure could be as
11 high as \$658,400.00 if the Court were to award a \$100 penalty for each pay period encompassed
12 by the proposed settlement for each of the violations alleged. Specifically, there were
13 approximately 3,278 pay periods wherein commission wages were paid, but non-productive time
14 such as rest period wages and overtime wages were not paid during same pay period, which
15 amounts to a maximum exposure of \$327,800.00. There were 3,278 wage statements issued to
16 aggrieved employees that contained one of the foregoing payments, which amounts to a
17 maximum exposure of \$327,800. Finally, there were approximately 28 formerly employee
18 aggrieved employees which amounts to a maximum exposure of \$2,800.00 for PAGA penalties
19 predicated on waiting time penalties.

20 12. Defendant also argued that even if Plaintiff prevailed, the recoverable penalties
21 under PAGA are minimal. Indeed, courts to consider the issue have refused to "stack" PAGA
22 penalties and often significantly reduce the penalties awarded. If penalties were not "stacked",
23 the total amount of exposure would amount to \$327,800. Further, courts have discretion to
24 reduce PAGA penalties. *See Carrington v. Starbucks Corporation* (Cal. Ct. App. Nov. 27,
25 2018) No. D072392 (published Dec. 19, 2018) (approving PAGA penalty reduction to \$5 per
26 pay period); *accord Atempa v. Pedrazzani*, 27 Cal. App. 5th 809 (2018). If the Court in this
27 case were to reduce penalties to \$5 a pay period, as was approved in *Carrington*, the potential
28 exposure amounts to approximately \$32,920.00 (5% of \$658,400).

1 13. After taking into account sharply disputed factual and legal issues involved in this
2 litigation, the risks attending further prosecution, and the substantial benefits to be received
3 pursuant to the compromise and settlement of the litigation, Plaintiff and Class Counsel have
4 concluded that settlement on the terms hereinafter set forth is appropriate and in the best interests
5 of the Parties and that this settlement is fair and reasonable.

6 14. To date, I have spent approximately 31.6 hours of work on this case. This
7 includes time spent drafting the various pleadings, legal research, analyzing the policies and
8 payroll information, and engaging in settlement activities. I also anticipate spending an
9 additional 5 hours, including, but not limited to, attending the settlement approval motion
10 hearing, conferring and reviewing e-mails and other written communications with counsel for
11 Defendant, the Claims Administrator, and class members regarding post final approval matters,
12 including payments and related issues. Attached hereto as Exhibit C is a summary of the time I
13 have spent on this case.

14 15. The total lodestar for my hours will be approximately \$32,940.00 based on an
15 hourly rate of \$900.00 per hour. I was approved at an hourly rate of \$800.00 per hour in
16 *Martinez and Acosta v. City of Hope National Medical Center, et al.*, San Bernardino County
17 Superior Court Case No. CIVDS2015729; *Jaime Moen v. Genentech, Inc.*, San Diego County
18 Superior Court Case No. 37-2021-00008619-CU-OE-CTL; *Murray v. Granite Wellness Centers*
19 *et al.*, Nevada County Superior Court Case No. CU20-084680; *Smith, et al. v. Clean Harbors*
20 *Environmental Services, Inc.*, Sacramento County Superior Court Case No. 34-2021-00292526;
21 *Correa et al. v. FedEx Supply Chain, Inc.*, San Bernardino County Superior Court Case No.
22 CIVDS2023369; *Meguro v. Silicon Valley Bank*, Santa Clara County Superior Court Case No.
23 20CV369854; and *Linaki v. Genji Pacific, LLC*, Alameda County Superior Court Case No.
24 RG20074795. Additionally, I have been approved at an hourly rate of \$850.00 by various courts
25 in a number of matters, including most recently in *Audycki v. Stanford Health Care*, Santa Clara
26 Superior Court Case No. 19CV347173; *Palomino v. Northrop Grumman Systems Corporation*,
27 Santa Clara Superior Court Case No. 19CV345534; *Lakey v. Poshmark, Inc.*, Santa Clara
28 Superior Court, Case No. 22CV395084; and *Medina v. United Airlines, Inc.*, Los Angeles

1 Superior Court, Case No. BC624742. As of January 1, 2024, my hourly rate for class and
2 representative actions increased to \$900.00 per hour, which is typical of attorneys in the
3 community that have been practicing for over 20 years. Indeed, I have personal knowledge,
4 many of my colleagues and opposing counsel are currently billing at rates much higher than
5 \$900.00 per hour. Further, I have been approved at an hourly rate of \$900.00 in *Jordan v.*
6 *Mondelez Global LLC*, San Bernardino County Case No. CIVSB2202758; *Bolding v. Cardinal*
7 *Financial Company*, San Bernardino County Case No. CIVSB2206543.

8 16. To date, my firm has incurred costs in the amount of \$1,719.35. Attached to my
9 declaration as Exhibit D is a cost report listing all the costs incurred by my office in litigating
10 this matter.

11 17. I am one of the primary attorneys on this matter. My qualifications are as
12 follows: I received my J.D. from Arizona State University College of Law in 2003. During law
13 school, I was a summer associate at the law firm of Brobeck, Phleger & Harrison. I graduated
14 cum laude from Arizona State University College of Law in the top 10% of my class. While I
15 was in law school, I was the Associate Managing Editor of the Arizona State University College
16 of Law, Law Journal. Upon graduation, I practiced law as an associate at the Los Angeles
17 County offices of Ogletree Deakins Nash Smoak & Stewart, P.C., a national employment
18 defense law firm that represents a significant number of Fortune 500 companies.

19 18. My firm's primary focus is employment law. I have handled a number of wage
20 and hour matters including class actions and multiple-plaintiff actions. I have a practice that
21 encompasses cases in the Los Angeles Superior Courts, the Orange County Superior Courts, the
22 San Francisco County Superior Courts, the San Diego County Superior Courts, and the United
23 States District Courts for the Central, Eastern and Northern Districts of California.

24 19. I have been named as class counsel in a number of class actions that have been
25 granted final approval by the Superior Courts of Los Angeles County, Orange County, San
26 Francisco County, Alameda County, Contra Costa County, Monterey County, San Bernardino
27 County, Santa Clara County, Sonoma County, and other counties, as well as the United States
28 District Court for the Central, Eastern, and Northern Districts of California, including but not

1 limited to the following class actions: *Chan Lanier v. Citigroup, Inc. et al.*, San Francisco
2 Superior Court Case No. CGC-05-445143; *Naqvi v. Acoustic Home Loans et al.*, Orange County
3 Superior Court Case No. 05CC00263; *Ortega v. AIG*, Central District of California Case No. CV
4 06-0196-RSWL (PJWx); *Universal Protection Overtime Cases*, Orange County Superior Court,
5 Judicial Council Coordination Proceeding No. 4480; *Hernandez v. CVS Corp. et al.*, Judicial
6 Council Coordination Proceeding No. 4539; *Padilla v. Safeway*, San Benito County Superior
7 Court Case No. CU-16-00182; *Valles v. Community Hospital of the Monterey Peninsula*,
8 Monterey County Superior Court Case No. 17CV003452; *DirecTv Wage and Hour Cases*, Santa
9 Clara Superior Court Judicial Council Coordination Proceeding No. 4850; *Perez v. Standard*
10 *Drywall, Inc.*, Alameda County Superior Court Case No. RG15761142; and *Davis v. Nugget*
11 *Market, Inc.*, Yolo County Superior Court Case No. CV-18-558.

12 20. Plaintiff submitted a copy of the Settlement Agreement and this motion to the
13 LWDA through the LWDA's online filing system in conjunction with filing this motion.
14 Attached hereto as Exhibit E is a true and correct copy of the submission confirmation.

15
16 I declare under penalty of perjury that the foregoing is true and correct. Executed on
17 March 25, 2025 at Los Angeles, California.

18
19 
20 LARRY W. LEE

EXHIBIT A

JAMES GUIFFRE
c/o DIVERSITY LAW GROUP, P.C.
515 S. FIGUEROA ST., SUITE 1250
LOS ANGELES, CALIFORNIA 90071
TELEPHONE (213) 488-6555
FACSIMILE (213) 488-6554

August 12, 2022

VIA ON-LINE FILING AND CERTIFIED MAIL TO EMPLOYER

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

Re: *Guiffre v. Bi-Rite Restaurant Supply Co., Inc.*

To Whom It May Concern:

This correspondence shall constitute written notice under Labor Code section 2699.3 of my claims against my former employer, Bi-Rite Restaurant Supply Co., Inc. (the "Company"). Specifically, I allege that the Company:

1. Violated Labor Code §§ 201-204, 226.2, 1194, 1197 and 1197.1 by not paying me and other aggrieved employees minimum wages for non-productive time. Specifically, for those employees who were paid on a commission basis, the Company did not pay wages for non-productive time at least based on a minimum wage rate, including, but not limited to, work meetings. Further as a result of such violations, the Company violated Labor Code §§ 201-203 by not paying employees all of their wages upon separation of employment due to the underpaid wages and Labor Code § 226(a) as the net/gross wages earned and hours worked shown on the wage statements were inaccurate due to the wage violations set forth above, and the wage statements failed to show the accurate applicable rates of pay, applicable hours worked, and total hours worked.

2. Violated Labor Code §§ 201-204, 226.2, 226.7 by failing to compensate me and other aggrieved employees who were paid commission wages for our paid rest breaks based on at least the minimum wage rate of pay. The Company further violated Labor Code § 226.7 by failing to provide us with proper off-duty meal breaks, as we were required to continue working throughout our meals. Further as a result of such violations, the Company violated Labor Code §§ 201-203 by not paying employees all of their rest break premiums upon separation of employment and Labor Code § 226(a) as the net/gross wages earned and hours worked shown on the wage statements were inaccurate due to the unpaid premiums, and the wage statements failed to show the accurate applicable rates of pay, applicable hours worked, and total hours worked.

3. Violated Labor Code §§ 201-204, 510, 558, 1194, 1197, 1197.1 by not paying proper overtime wages to me and other similarly situated aggrieved employees who were paid commission wages. Specifically, throughout our employment with the Company, other similarly aggrieved employees and I routinely worked more than 8 hours per day or 40 hours per work week without being paid any overtime wages. Further as a result of such violations, the Company violated Labor Code §§ 201-203 by not paying employees all of their wages upon separation of employment due to the underpaid wages and Labor Code § 226(a) as the net/gross wages earned

August 12, 2022

Page 2

and hours worked shown on the wage statements were inaccurate due to the wage violations set forth above, and the wage statements failed to show the accurate applicable rates of pay, applicable hours worked, and total hours worked.

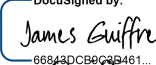
4. Violated Labor Code 227.3 as the Company failed to pay out all earned and unused vacation days upon the termination of employment to me and other similarly aggrieved employees.

The address for the Company is:

Bi-Rite Restaurant Supply Co., Inc.
123 S. Hill Drive
Brisbane, CA 94005

Please contact my attorneys at the address/telephone number listed above if you have any questions regarding this matter.

Sincerely,

DocuSigned by:

James Guiffre
66843DCB0C9461...

cc: Bi-Rite Restaurant Supply Co., Inc. (by certified mail)

Mariana Becerra

From: noreply@salesforce.com on behalf of LWDA DO NOT REPLY <lwdadonotreply@dir.ca.gov>
Sent: Thursday, August 18, 2022 3:41 PM
To: Mariana Becerra
Subject: Thank you for submission of your PAGA Case.

8/18/2022

LWDA Case No. LWDA-CM-902705-22
Law Firm : Diversity Law Group
Plaintiff Name : James Guiffre
Employer: Bi-Rite Restaurant Supply Co., Inc.
Filing Fee : \$75.00
IFP Claimed : No

Item submitted: Initial PAGA Notice

Thank you for your submission to the Labor and Workforce Development Agency. Please make a note of the LWDA Case No. above as you may need this number for future reference when filing any subsequent documents for this Case.

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm

EXHIBIT B

**PRIVATE ATTORNEYS GENERAL ACT
SETTLEMENT AGREEMENT AND RELEASE**

IT IS HEREBY STIPULATED AND AGREED by and between Plaintiff James Guiffre (“Plaintiff”), on behalf of himself and on behalf of the State of California and all allegedly-aggrieved employees (referred to herein as the “Aggrieved Employees” further defined below), and Defendant Bi-Rite Restaurant Supply Co., Inc. (“Defendant”) (Plaintiff and Defendant are collectively the “Parties”), subject to the approval of the Court, that the settlement of the Action (as defined below) shall be effectuated upon and subject to the following terms and conditions. Capitalized terms as used herein shall have the meanings set forth in Section II(A) or as defined elsewhere in this Settlement Agreement and Release.

I. RECITALS

WHEREAS, on August 18, 2022, Plaintiff notified the Labor Workforce Development Agency (“LWDA”) of his intent to file an action under California’s Private Attorneys General Act, California Labor Code § 2698 *et seq.* (“PAGA”), and filed a supplemental notice with the LWDA on July 20, 2023, LWDA Case No. LWDA-CM-902705-22 (collectively, the original and supplemental notice shall be referred to as the “LWDA Notice”);

WHEREAS, Plaintiff allowed the LWDA an opportunity to investigate his claims as required by the Labor Code;

WHEREAS, the LWDA took no action in response to Plaintiff’s notice or supplemental notice;

WHEREAS, on August 19, 2022, Plaintiff commenced the Action by filing a Class Action Complaint against Defendant entitled *James Guiffre v. Bi-Rite Restaurant Supply Co., Inc.*, Santa Clara County Superior Court case no. 22CV402169 alleging violations of California Labor Code §§ 201-204, 226, 226.2, 226.7, 227.3, 510, 558, 1194, 1197, and 1197.1 (the “Action”);

WHEREAS, on May 6, 2024, the Court granted Plaintiff’s Motion for Leave to Amend his Class Action Complaint to allege a cause of action for penalties pursuant to PAGA;

WHEREAS, on May 6, 2024, the Court granted Defendant’s Motion to Compel Arbitration of Plaintiff’s individual claims and stayed Plaintiff’s representative PAGA claims pending the outcome of an arbitration relating to Plaintiff’s individual claims;

WHEREAS, during the course of the litigation the Parties engaged in informal discovery, including the exchange of additional information informally to prepare for a mediation;

WHEREAS, on October 17, 2024, the Parties participated in a private mediation with mediator Michael Loeb, Esq., with respect to Plaintiff’s individual claims and the PAGA claims;

WHEREAS, on or around October 23, 2024, Plaintiff filed a First Amended Representative Action Complaint pursuant to PAGA in Action (the “Operative Complaint”) as a component of the resolution of the Action;

WHEREAS, the Parties desire to settle, compromise, and avoid litigation relating to the PAGA Claims in the Action and/or alleged in the LWDA Notice and/or Operative Complaint, and have agreed to settle the Action upon the terms and conditions and for the consideration set forth in this Settlement Agreement;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, it is hereby agreed by and between the Parties hereto as follows:

II. SETTLEMENT TERMS

A. Definitions

1. “Action” means the case entitled *James Guiffre v. Bi-Rite Restaurant Supply Co., Inc.*, Santa Clara County Superior Court Case No. 22CV402169.

2. “Aggrieved Employees” all individuals who were paid commission wages from Defendant in the State of California from August 19, 2021 through December 7, 2024.

3. “Aggrieved Employee List” means the list with the full names, most recent mailing addresses, Social Security numbers, and number of pay periods that meet the above criteria for the alleged Labor Code violations for the Aggrieved Employee during the Settlement Period.

4. “Attorney’s Fees” means such attorney fees as the Court may award to Plaintiff’s Counsel for the services they have rendered and will render to the Aggrieved Employees in the Action, and which shall not exceed one-third of the Gross Settlement Amount, currently estimated at \$33,333.33. Plaintiff’s counsel are Larry W. Lee of Diversity Law Group, P.C., William L. Marder of Polaris Law Group, Dennis S. Hyun of Hyun Legal, APC and Edward Choi of the Law Offices of Choi & Associates, APLC (“Plaintiff’s Attorneys”).

5. “Attorney’s Costs” means such litigation costs as the Court may award to Plaintiff’s Counsel for the costs it has incurred and will incur in the investigation, litigation, and resolution of the Action, and in administration of the Settlement, and which shall not exceed \$25,000.00.

6. “Defense Counsel” means Conor J. Dale of JACKSON LEWIS P.C.

7. “Effective Date” means (a) if no objection is made to Plaintiff’s Motion for Approval of the Settlement, then the date that the Court signs its Order Granting Approval of the Settlement; or (b) if an objection is made to Plaintiff’s Motion for Approval of the Settlement, the date that Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if the LWDA does not object to the Settlement, the day the Court enters Judgment; (b) if the LWDA objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

8. “Gross Settlement Amount” means One Hundred Thousand Dollars (\$100,000.00). The Gross Settlement Amount is the maximum amount Defendant can be required to pay under this Settlement, including: (1) Payments to the Aggrieved Employees and the LWDA of their

shares of the PAGA Settlement Fund (defined below) (2) Attorney's Fees; (3) Attorney's Costs; (4) Named Plaintiff Service Award; and (5) the Settlement Administration Costs.

9. "Individual Settlement Payment" means the portion of the PAGA Settlement Fund (defined below) allocated to each Aggrieved Employee, as calculated pursuant to Section C(12) below. One hundred percent (100%) of the Individual Settlement Payments made to Aggrieved Employees shall be deemed miscellaneous income for which a Form 1099 will be issued.

10. "Named Plaintiff Service Award": In consideration for Plaintiff's services in this action in the amount of \$5,000.00.

11. "Notice" means the form of notice that will be sent to each Aggrieved Employee accompanying their Individual Settlement Payment, which shall be substantially in the form attached hereto as **Exhibit A**.

12. "PAGA Settlement Fund" means the Gross Settlement Amount *minus* the sum of: (1) Attorney's Fees; (2) Attorney's Costs; (3) Named Plaintiff Service Award; and (4) the Settlement Administration Costs. The LWDA will be paid 75% of the PAGA Settlement Fund and the remaining 25% of the PAGA Settlement Fund will be paid to the Aggrieved Employees, and that amount shall be referred to as the "Aggrieved Employee Fund".

13. "Released Claims" means a release from the State of California and Aggrieved Employees of claims under PAGA that were alleged, or reasonably could have been alleged, based factual allegations stated in the Operative Complaint and/or the LWDA Notice which occurred during the PAGA Period, including but not limited to claims for the failure to timely pay owed minimum, regular, and overtime wages, claims for failing to provide timely, duty free meal periods and rest periods and claims for owed meal and rest period premiums, claims for failure to pay all owed wages at termination, claims for unpaid vacation wages, claims for failing to accurately maintain and provide accurate time, payroll and wage statement records, and claims for related penalties and including claims for alleged violations of California Labor Code §§ 201-204, 226, 226.2, 227.3, 1194, 1197 and 1197.1, 510, 512, 558, 1174, 1194, 1197, 1197.1 and 2699 *et seq.* and claims for violation of relevant Industrial Welfare Commission Wage Orders.

14. "Released Parties" means Bi-Rite Restaurant Supply Co., Inc. as well as its parents, subsidiaries, and affiliates.

15. "Settlement Administrator" means Phoenix Settlement Administrator, a third-party settlement claims administrator that the Parties will ask the Court to appoint for the purposes of administering this Settlement. The Parties each represent that they do not have any financial interest in the Settlement Administrator or otherwise have a relationship with the Settlement Administrator that could create a conflict of interest.

16. "Settlement Administration Costs" means the amount from the Gross Settlement Amount which shall be allocated, subject to the Court's approval, to the Settlement Administrator for services rendered in administering the Settlement, and which shall not exceed \$2,250.00.

17. “Settlement Approval Order and Judgment” means the settlement approval order and judgment that will be entered by the Court.

18. “Settlement Fund Account” means the bank account established by the Settlement Administrator pursuant to the terms of this Settlement Agreement, from which all monies payable under the terms of this Settlement shall be paid, as set forth herein.

19. “Settlement Period” means the period from August 19, 2021 to December 7, 2024.

20. “Void Date” means the 181st day after issuance of Individual Settlement Payment checks to Aggrieved Employees, upon which the Individual Settlement Payment checks will no longer be valid or negotiable.

B. Consideration

1. No Admission of Liability. Defendant has contended and continues to contend that the allegations in the Action and/or the Operative Complaint and/or the LWDA Notice have no merit and do not give rise to liability. Defendant specifically denies all of the allegations in the original civil complaint, the Operative Complaint and/or the LWDA Notice. This Settlement Agreement is a compromise of such disputed claims. Nothing contained in this Settlement Agreement and no documents referred to herein and no action taken to carry out this Settlement Agreement may be construed or used as an admission by or against Defendant or any of the Released Parties of any fault, wrongdoing, or liability whatsoever.

2. Gross Settlement Components. Provided that the Court approves the Settlement and the Effective Date occurs, Defendant will pay the Gross Settlement Amount. All amounts to be paid by Defendant shall be deposited into the Settlement Fund Account, which shall be administered by the Settlement Administrator. All amounts to be paid to anyone pursuant to this Settlement Agreement shall be paid out of the Settlement Fund Account.

a. Attorney’s Fees. In full satisfaction of all claims Plaintiff may have for attorney fees arising out of the Action, the Parties agree that Defendant will pay Plaintiff’s Counsel from the Gross Settlement Amount up to a total of one-third of the Gross Settlement Amount (currently estimated at \$33,333.33) in Attorney’s Fees. Defendant agrees not to oppose Plaintiff’s application for Attorney’s Fees not to exceed one-third of the Gross Settlement Amount. The Attorney’s Fees to be awarded to Plaintiff are subject to the approval of the Court and will be paid only from the Gross Settlement Amount. Any portion of the Attorney’s Fees not awarded to Plaintiff’s Counsel will be added to the PAGA Settlement Fund. Plaintiff understands and agrees that this Agreement and Release shall remain in full force and effect even if the full amount of Attorney’s Fees identified herein is not awarded by the Court. Plaintiff understands and agrees that he cannot appeal the Court’s order on Attorney’s Fees.

b. Attorney’s Costs. In full satisfaction of all claims Plaintiff may have for litigation costs and expenses arising out of the Action, the Parties agree that Defendant will

pay Plaintiff's Counsel from the Gross Settlement Amount up to a total of \$25,000.00 in Attorney's Costs. Defendant agrees not to oppose Plaintiff's application for Attorney's Costs not to exceed this sum. The Attorney's Costs to be awarded to Plaintiff are subject to the approval of the Court and will be paid only from the Gross Settlement Amount. Any portion of the Attorney's Costs not awarded to Plaintiff's Counsel will be added to PAGA Settlement Fund. Plaintiff understands and agrees that this Agreement and Release shall remain in full force and effect even if the full amount of Attorney's Costs identified herein is not awarded by the Court. Plaintiff understands and agrees that he cannot appeal the Court's order on Attorney's Costs.

- c. Settlement Administration Costs. Defendant shall pay from the Gross Settlement Amount for third-party administration fees that are necessary to administer the Settlement up to a maximum payment of \$2,250.00. The Settlement Administration Costs to be paid to the Settlement Administrator are subject to the Court's approval and will be paid only from the Gross Settlement Amount. Any portion of the Settlement Administration Costs not awarded by the Court will be added to the PAGA Settlement Fund.
- d. Named Plaintiff's Service Award. Defendant shall pay Named Plaintiff from the Gross Settlement Amount up to \$5,000.00. The Named Plaintiff's Service Award is subject to the Court's approval and will be paid only from the Gross Settlement Amount. Any portion of the Named Plaintiff's Service Award not awarded by the Court will be added to the PAGA Settlement Fund.
- e. PAGA Settlement Fund. The Parties agree that pursuant to PAGA, seventy-five percent (75%) of PAGA Settlement Fund (which is currently estimated to be \$25,812.50) plus seventy-five percent (75%) of any un-awarded Attorney's Fees, Attorney's Costs, and Settlement Administration Costs – will be paid to the LWDA. The remaining twenty-five percent (25%) of the PAGA Settlement Fund (which is currently estimated to be \$8,604.17) – plus twenty-five percent (25%) of any un-awarded Attorney's Fees, Attorney's Costs, Named Plaintiff's Service Award and Settlement Administration Costs – will be paid to all Aggrieved Employees pursuant to the calculation method set forth in section C(12) below.
- f. PAGA Pay Periods: The Gross Settlement Amount is based on Defendant's estimate that the Aggrieved Employees worked a total of 3,278 pay periods during the PAGA Period. Should the qualifying pay periods worked by the Aggrieved Employees during the PAGA Period ultimately increase by more than 10% (i.e., if the pay periods exceed 3,606), the Gross Settlement Amount on a proportional basis equal to the percentage increase in number of pay periods worked by the Aggrieved Employees above the 10% (i.e., if there was 11% increase in the number workdays during the PAGA Period, Defendant would agree to increase the Gross Settlement Amount by 1%).

3. Aggrieved Employees' Release. Upon the Effective Date, Plaintiff, on behalf of himself, the State of California, and all Aggrieved Employees, releases the Released Parties from the Released Claims. This release shall be effective for the entire Settlement Period.

C. Settlement Administration Procedures

1. Settlement Approval Motion. Following full execution of this Settlement Agreement, Plaintiff will promptly request a hearing before the Court to seek approval of the Settlement on a mutually available date. In conjunction with such hearing, Plaintiff's Counsel will present this Settlement Agreement to the Court and will request that the Court issue a Settlement Approval Order and Judgment approving and incorporating by reference the terms and conditions of the Settlement Agreement. Defendant agrees not to oppose Plaintiff's motion for Settlement Approval unless the motion is inconsistent with the terms set forth in this Settlement Agreement.

2. No Right of Aggrieved Employees to Object or Opt-Out. The Parties agree there is no statutory right for any Aggrieved Employee to object, opt out or otherwise exclude herself or himself from the Settlement. The Parties further agree there is no right or opportunity for any Aggrieved Employee to appeal the approval of the Settlement by the Court. The Parties will jointly defend against any appeal filed with respect to the Final Order.

3. LWDA Notice. Pursuant to California Labor Code § 2699(I), Plaintiff will provide a copy of this Settlement to the LWDA concurrently with the filing of the motion for Settlement Approval.

4. Judgment and Continued Jurisdiction. After entry of the Final Approval order and Judgment, the Court will have continuing and exclusive jurisdiction solely for purposes of addressing: (a) the interpretation and enforcement of the terms of the Settlement; (b) matters relating to the administration of the Settlement; and (c) such post-Judgment matters as may be appropriate under Court rules or as set forth in this Settlement Agreement.

5. Settlement Administrator. Upon approval of the Court, Plaintiff will retain Phoenix Settlement Administrators as the third-party Settlement Administrator to administer this Settlement. The Settlement Administrator will be responsible for: establishing the Settlement Fund Account; calculating Individual Settlement Payments; preparing, printing, and mailing the Individual Settlement Checks and accompanying Notice to Aggrieved Employees; disbursing payment of Attorney's Fees and Attorney's Costs to Plaintiff's Counsel; disbursing payment to the LWDA consisting of seventy-five percent (75%) of the PAGA Settlement Fund; printing and providing Aggrieved Employees, Plaintiff, and Plaintiff's Counsel with IRS Forms 1099 as required under this Settlement Agreement and applicable law; providing a due diligence declaration for submission to the Court upon completion of the terms of the Settlement; and for such other tasks as the Parties mutually agree or the Court orders. The Settlement Administrator shall keep the Parties timely apprised of the performance of all Settlement Administrator responsibilities, and shall not mail any payments to Plaintiff, the LWDA, Plaintiff's counsel or any Aggrieved Employee until the amounts are approved by the Parties. Any legally mandated tax reports, tax filings, or other tax documents required by the administration of this Settlement shall

be prepared by the Settlement Administrator. Any expenses incurred in connection with such preparation shall be part of the Settlement Administration Costs.

6. Aggrieved Employee List. Within 14 days after the court enters an order approving this Settlement, Defendant will provide the Settlement Administrator with the Aggrieved Employee List, which shall be used solely for the administration of this Settlement and for no other purpose, and which shall not be shared with any persons or entity not employed by the Settlement Administrator and working on the administration of this Settlement. Because Aggrieved Employees' sensitive personal information is included in the Aggrieved Employee List, the Settlement Administrator shall maintain the Aggrieved Employee List securely and in confidence, maintaining the strictest standards of data privacy. Access to the Aggrieved Employee List shall be limited to employees of the Settlement Administrator with a need to use the Aggrieved Employee List for administration of this Settlement and the Aggrieved Employee List shall be returned to Defendant once settlement administration is concluded.

7. Funding of the Settlement. Defendant will wire to the Administrator's designated qualified settlement fund the Gross Settlement Amount within thirty (30) days of the Effective Date.

8. Payment of Attorney's Fees and Attorney's Costs. Within fourteen (14) calendar days following the Funding of the Settlement, the Settlement Administrator shall pay from the Settlement Fund Account the Court-approved Attorney's Fees and Attorney's Costs to Plaintiff's Counsel. The Settlement Administrator shall issue an IRS Form 1099 to Plaintiff's Counsel for the payments made pursuant to this paragraph.

9. Named Plaintiff's Service Award. Within fourteen (14) calendar days following the Funding of the Settlement, the Settlement Administrator shall pay from the Settlement Fund Account the Court-approved Named Plaintiff's Service Award. The Settlement Administrator shall issue an IRS Form 1099 to Plaintiff for this Named Plaintiff Enhancement.

10. Settlement Administration Costs. Within fourteen (14) calendar days following the Funding of the Settlement, the Settlement Administrator shall pay from the Settlement Fund Account the Court-approved Settlement Administration Costs.

11. Payment to LWDA. Within fourteen (14) calendar days following the Funding of the Settlement, the Settlement Administrator shall issue from the Settlement Fund Account a check payable to the LWDA for seventy-five percent (75%) of the PAGA Settlement Fund.

12. Individual Settlement Payments. Within fourteen (14) calendar days following the Funding of the Settlement, the Settlement Administrator shall issue from the Settlement Fund Account, Individual Settlement Payments based on the twenty-five percent (25%) of the PAGA Settlement Fund to Aggrieved Employee's last known mailing address. Prior to mailing, the Settlement Administrator will perform a search based on the National Change of Address Database for information to update and correct for any known or identifiable address changes. Any checks returned as non-deliverable on or before the Void Date will be sent promptly via regular First Class U.S. Mail to the forwarding address affixed thereto. If no forwarding address is provided, the

Settlement Administrator will promptly attempt to determine the correct address using a skip trace, or other search using the name, address or Social Security number of the Aggrieved Employee involved, and will then perform a single re-mailing. Any check re-mailings will not extend the 180-day period to cash a check. Any checks issued to Aggrieved Employees shall remain valid and negotiable for one hundred and eighty (180) calendar days from the date of their issuance and then shall become void on the 181st day after issuance, *i.e.*, the Void Date. All checks not cashed within 180 days of payment shall be paid to the State Controller Unclaimed Property Fund in the name of the individual who failed to cash their check.

13. Calculation of Individual Settlement Payments. Each Aggrieved Employee's pro rata share of the Aggrieved Employee Fund ("Individual Settlement Share") will be determined by converting the Aggrieved Employee Fund into a pay period value. The pay period value will be established by dividing the Aggrieved Employee Fund by all pay periods that had an alleged violation for the Aggrieved Employees during the PAGA Period. The qualifying pay periods for the Aggrieved Employees during the PAGA Period will be determined by Defendant's payroll records based on the alleged PAGA violations and provided to the Settlement Administrator as part of the Aggrieved Employee List. The Settlement Award for each Aggrieved Employee will be determined by multiplying the pay period value by each Aggrieved Employee's individual pay periods. All payments are for penalties and will be reported on IRS 1099 forms.

14. Tax Treatment of Individual Settlement Payments. One hundred percent (100%) of each Individual Settlement Payment shall be allocated to miscellaneous income for which an IRS Form 1099 will issue, if required by law.

15. Administration of Taxes. The Settlement Administrator will be responsible for issuing to Plaintiff, Aggrieved Employees, and Plaintiff's Counsel Form 1099s or other tax forms as may be required by law for all amounts paid pursuant to this Settlement, and for forwarding all penalties to the appropriate government authorities.

16. Certification of Completion. Upon completion of administration of the Settlement, the Settlement Administrator will provide a written declaration under oath to certify such completion to the Court and counsel for all Parties. Plaintiff's Counsel shall file this declaration with the Court within seven (7) calendar days of receipt.

D. Miscellaneous Provisions

1. General release by Plaintiff. In exchange for the consideration above, Plaintiff provides a general release of all known and unknown claims to the Released Parties. Plaintiff accordingly agrees to waive the protections of California Civil Code 1542 and any other analogous rule or principal. Civil Code 1542 states:

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.

2. No Effect on Employee Benefits. Amounts paid to Plaintiff and other Aggrieved Employees pursuant to this Settlement Agreement do not count as earnings or compensation for purposes of any benefits (e.g., 401(k) plans or retirement plans) sponsored by Defendant.

3. Tax Liability. The Parties make no representation as to the tax treatment or legal effect of the payments called for hereunder, and the Parties are not relying on any statement, representation, or calculation by any of the Parties or by the Settlement Administrator in this regard. Plaintiff understands and agrees that he will be solely responsible for the payment of any taxes and penalties assessed on the payments described herein and will hold Plaintiff's Counsel, Defendant, the Released Parties, Defense Counsel, and the Settlement Administrator free and harmless from and against any claims resulting from treatment of such payments as non-taxable damages. Each Party to this Settlement (for purposes of this section, the "Acknowledging Party" and each Party to this Settlement Agreement other than the Acknowledging Party, an "other Party") acknowledges and agrees that: (a) no provision of this Settlement, and no written communication or disclosure between or among the Parties or their attorneys and other advisers, is or was intended to be, nor will any such communication or disclosure constitute or be construed or be relied upon as, tax advice within the meaning of United States Treasury Department Circular 230 (31 C.F.R. Part 10, as amended); (b) the Acknowledging Party (i) has relied exclusively upon his, her or its own, independent legal and tax counsel for advice (including tax advice) in connection with this Settlement, (ii) has not entered into this Settlement based upon the recommendation of any other Party or any attorney or advisor to any other Party, and (iii) is not entitled to rely upon any communication or disclosure by any attorney or advisor to any other Party to avoid any tax penalty that may be imposed on the Acknowledging Party; and (c) no attorney or advisor to any other Party has imposed any limitation that protects the confidentiality of any such attorney's or adviser's tax strategies (regardless of whether such limitation is legally binding) upon disclosure by the Acknowledging Party of the tax treatment or tax structure of any transaction, including any transaction contemplated by this Settlement Agreement.

4. No Prior Assignments. The Parties and their counsel represent, covenant, and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or right herein released and discharged.

5. No Pending Lawsuits by Plaintiff. Other than this Action, Plaintiff represents that he does not have any pending lawsuits, administrative complaints, or charges against Defendant or the Released Parties in any local, state, or federal court or administrative agency other than his arbitration matter, and his underlying lawsuit in court for his individual claims, which Plaintiff will dismiss pursuant to the terms of his individual agreement. Plaintiff further acknowledges that all claims raised therein, if any, shall be fully and finally extinguished by virtue of this Settlement Agreement and the Court's Settlement Approval order.

6. Exhibits Incorporated by Reference. The terms of this Settlement Agreement include the terms set forth in any attached Exhibits, which are incorporated by this reference as though fully set forth herein. Any Exhibits to this Settlement Agreement are an integral part of the Settlement.

7. Entire Agreement. This Settlement Agreement and any attached Exhibits constitute the entirety of the Parties' settlement terms with respect to the Released Claims, and no oral or written representations, warranties or inducements have been made to any Party concerning this Settlement Agreement or its Exhibits other than the representations, warranties and covenants contained and memorialized in the Settlement Agreement and its Exhibits.

8. Amendment or Modification. This Agreement may be amended or modified only by a formal written instrument signed by counsel for all Parties or their successors-in-interest.

9. Authorization to Enter Into Settlement Agreement. The Parties warrant and represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant to this Settlement Agreement to effectuate its terms. The person or persons signing this Settlement Agreement on behalf of Defendant represent and warrant that he is authorized to sign this Settlement Agreement on behalf of Defendant. Plaintiff represents and warrants that he is authorized to sign this Settlement Agreement and that he has not assigned any claim covered by this Settlement to a third party.

10. Binding Agreement. The Parties warrant that they understand and have full authority to enter into this Settlement, and further intend that this Agreement will be fully enforceable and binding on all Parties, and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply under federal or state law. If either party brings an action to enforce this Agreement, the prevailing party shall be entitled to its/his reasonable attorneys' fees and costs.

11. Binding on Successors and Assigns. This Settlement Agreement will be binding upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

12. California Law Governs. All terms of this Settlement Agreement and Exhibits hereto will be governed by and interpreted according to the laws of the State of California.

13. Execution and Counterparts. This Settlement Agreement is subject only to the execution of all Parties. However, the Settlement Agreement may be executed in one or more counterparts. All executed counterparts and each of them, including facsimile, electronic (e.g. Docu-sign) and scanned copies of the signature page, will be deemed to be one and the same instrument provided that counsel for the Parties will exchange among themselves original signed counterparts.

14. Acknowledgement that the Settlement is Fair, Adequate and Reasonable. The Parties believe this Agreement is a fair, adequate and reasonable settlement of the Action and have arrived at this Settlement after arm's-length negotiations facilitated by an experienced wage and hour class action mediator, and in the context of adversarial litigation, taking into account all relevant factors, present and potential. The Parties further acknowledge that they are each represented by competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness, adequacy and reasonableness of this Settlement.

15. Waiver of Certain Appeals. In the event the Court grants Approval of this Settlement, the Parties agree to waive appeals concerning this Settlement.

16. Captions. The captions and paragraph numbers in this Agreement are inserted for the reader's convenience, and in no way define, limit, construe or describe the scope or intent of the provisions of this Agreement.

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

18. Representation By Counsel. The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Agreement, and that this Agreement has been executed with the consent and advice of counsel, and reviewed in full. Further, Plaintiff and Plaintiff's Counsel warrant and represent that there are no liens on the Agreement.

19. Cooperation and Execution of Necessary Documents. All Parties will cooperate in good faith and execute all documents to the extent reasonably necessary to effectuate the terms of this Agreement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties may seek the assistance of the Court to resolve such disagreement.

20. Publicity. Plaintiff and Counsel agree not to issue a press release or otherwise notify the media about the terms of the Settlement or advertise or market any of the terms of the Settlement through written, recorded, or electronic communications. In addition, Counsel will not put details about the settlement on their website. However, this will not prevent Counsel from undertaking required submissions and disclosures that are required to obtain approval of the Settlement, including and not limited to, submission of the Settlement to the LWDA in conformity with the PAGA statute.

21. Notices. Unless otherwise specifically provided, all notices, demands or other communications in connection with this Agreement shall be: (a) in writing; (b) deemed given on the third business day after mailing; and (c) sent via United States registered or certified mail, return receipt requested, addressed as follows:

To Plaintiff:	To Defendant:
Larry W. Lee lwlee@diversitylaw.com DIVERSITY LAW GROUP, P.C. 515 S. Figueroa St., Suite 1250 Los Angeles, California 90071	Conor J. Dale JACKSON LEWIS P.C. 50 California Street, 9th Floor San Francisco, CA 94111-4615 Email: Conor.Dale@jacksonlewis.com

(213) 488-6555 (213) 488-6554 facsimile	
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It is hereby agreed.

For Plaintiff



James Guiffre

Date: 03 / 20 / 2025

For Defendant



Date: 3/24/2025

Exhibit A –

[Administrator Notice]

You are receiving this payment because of a lawsuit brought by a former California employee, James Guiffre (“Plaintiff”) against Bi-Rite Restaurant Supply Co., Inc. (the “Company”), for civil penalties pursuant to the Private Attorneys General Act, Labor Code § 2698 et seq. (“PAGA”). Plaintiff raised claims against the Company related to alleged Labor Code violations based on the allegation that the Company (a) failed to pay minimum and overtime wages in violation of Labor Code §§ 201-204, 226.2, 510, 558, 1194, 1197, and 1197.1; (b) failed to provide paid meal and rest periods in violation of Labor Code §§ 201-204, 226.2 and 226.7; (c) failed to provide accurate, itemized wage statements in violation of Labor Code §§ 226(a) and 226.2; (d) failed to pay out all accrued vacation to separated employees in violation of Labor Code § 227.3; and (e) engaged in unfair business practices in violation of the California Labor Code, the applicable IWC Wage Orders, and the UCL.

The Company denies these claims and denies that it owes any penalties, but to avoid further time and expense in litigation, the Company and Plaintiff agreed to settle the case. The settlement resolves the claims asserted in the lawsuit on behalf of all individuals who were paid commission wages from Defendant in the State of California from August 19, 2021 through December 7, 2024 (“Aggrieved Employees”). The settlement was approved by the Santa Clara County Superior Court.

With the approval of the settlement by the Court, all aggrieved employees released claims under PAGA that were alleged, or reasonably could have been alleged, based factual allegations stated in the Operative Complaint and/or the LWDA Notice which occurred during the PAGA Period, including but not limited to claims for the failure to timely pay owed minimum, regular, and overtime wages, claims for failing to provide timely, duty free meal periods and rest periods and claims for owed meal and rest period premiums, claims for failure to pay all owed wages at termination, claims for unpaid vacation wages, claims for failing to accurately maintain and provide accurate time, payroll and wage statement records, and claims for related penalties and including claims for alleged violations of California Labor Code §§ 201-204, 226, 226.2, 227.3, 1194, 1197 and 1197.1, 510, 512, 558, 1174, 1194, 1197, 1197.1 and 2699 *et seq.* and claims for violation of relevant Industrial Welfare Commission Wage Orders

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

This check is issued pursuant to the terms of the PAGA settlement in the case entitled ***James Guiffre v. Bi-Rite Restaurant Supply Co., Inc.***, Santa Clara County Superior Court Case No. 22CV402169.

This payment is taxable income for federal, state, and local tax purposes and may be reported to the appropriate taxing authorities. You may be required to make additional tax payments. Please consult a tax advisor to determine your individual tax payment and reporting situation. You will be mailed appropriate tax forms in January of 2026 if any are required. Please notify us of any address changes so that any necessary tax forms can be mailed to your most current address.

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

EXHIBIT C

Guiffre, James v. Bi-Rite Restaurant Supply Co., Inc.
Time and Task Chart – Larry W. Lee

Hours	Description of Work
3.9	Review client documents and background information; confer with co-counsel re claims to be filed
1.4	Draft PAGA letter
1.0	Review and revise Complaint
1.2	Review and revise FAC and supplemental PAGA letter
3.7	Review arbitration agreement; legal research re enforceability of same.
1.7	Confer with co-counsel re information needed to participate in mediation; further revise data request to defense counsel considering same.
2.8	Review and revise mediation brief in advance of mediation; confer with co-counsel re same
2.5	Confer with co-counsel regarding second mediation; Review and revise mediation brief in advance of mediation
2.2	Review and revise Motion for Leave to File Second Amended Complaint
1.9	Review and revise Opposition to Motion to Compel Arbitration
1.5	Meet and confer regarding third mediation with Michael Loeb
3.7	Review and revise MOU; confer with client re settlement issues
2.3	Review and revise long form settlement agreement; confer with counsel re changes to same
1.8	Review and revise Motion for Approval and supporting documents
31.6	TOTAL HOURS

EXHIBIT D



INVOICE

Diversity Law Group

515 South Figueroa Street, Suite 1250,
Los Angeles, California, 90071
lwlee@diversitylaw.com

Invoice # 10066
Invoice Date 03/25/2025
Terms Upon Receipt
Due Date 03/25/2025
PO #

Invoice Total: 1719.35
Payment Applied: 0.00
Total Due: 1719.35

Summary By Type

Type	Description	Subtotal	Discount	Tax	Total
Fees & Other Charges		0.00	-0.00	0.00	0.00
Billed Time		0.00	-0.00	0.00	0.00
Expenses		1719.35	-0.00	0.00	1719.35
		\$1,719.35	\$0.00	\$0.00	\$1,719.35

Summary By Matter

Matter	Fee and Other Charges	Billed Time	Expenses	Discount	Tax	Total
Guiffre, James v. Bi-Rite Restaurant Supply Co., Inc.	0.00	0.00	1719.35	-0.00	0.00	1719.35
	\$0.00	\$0.00	\$1,719.35	\$0.00	\$0.00	\$1,719.35

Subtotal: \$1,719.35
Discount: -\$0.00
Subtotal after Discount: \$1,719.35
Taxable Subtotal: \$1,719.35
Tax: \$0.00
Total: \$1,719.35
Payment Applied: \$0.00
Total Due: \$1,719.35

Notes



INVOICE

Diversity Law Group

515 South Figueroa Street, Suite 1250,
Los Angeles, California, 90071
lwlee@diversitylaw.com

Invoice #	10066
Invoice Date	03/25/2025
Terms	Upon Receipt
Due Date	03/25/2025
PO #	

Terms & Conditions



Diversity Law Group

515 South Figueroa Street, Suite 1250,
Los Angeles, California, 90071
lwlee@diversitylaw.com

Invoice # 10066
Invoice Date 03/25/2025
Terms Upon Receipt
Due Date 03/25/2025
PO #

Summary- Guiffre, James v. Bi-Rite Restaurant Supply Co., Inc. (7084.001)

Type	Description	Amount
Fees & Other Charges		0.00
Billed Time		0.00
Expenses		1719.35

Subtotal: \$1,719.35
Discount: -\$0.00
Subtotal after Discount: \$1,719.35
Taxable Subtotal: \$1,719.35
Tax: \$0.00
Total: \$1,719.35

Details - Guiffre, James v. Bi-Rite Restaurant Supply Co., Inc. (7084.001)

Expenses

Category	Date	Expense Code	Description	Amount (\$)
	08/19/2022	E112 Court fees	Odyssey - ComplaintOdyssey - Complaint	1483.77
	09/08/2022	E112 Court fees	Odyssey - POS of SummonsOdyssey - POS of Summons	5.72
	08/23/2022	Attorney Service	Attorney Service - Complaint Service	142.51
	08/31/2022	Photocopies	PhotocopiesPhotocopies	0.50
	08/31/2022	E108 Postage	PostagePostage	6.13
	01/12/2024	E112 Court fees	Odyssey - Reply iso Motion for Leave to	5.72
	08/18/2022	E112 Court fees	LWDALWDA	75.00
Subtotal:				\$1,719.35
Total:				\$1,719.35

EXHIBIT E