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Attorneys for the Plaintiffs

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN DIEGO-CENTRAL DIVISION

ARMANDO FLORES, individually and  
on behalf of himself and others similarly  
situated,

Plaintiffs,

vs.

EVOLUTION HOSPITALITY, LLC, a  
California limited liability company;  
AIMBRIDGE HOSPITALITY, LLC, a  
Delaware limited liability company;  
EVOLUTION HOSPITALITY  
EMPLOYEE SERVICES LLC, a  
Delaware limited liability company;  
AIMBRIDGE EMPLOYEE SERVICE  
CORP., a Texas Corporation;  
AIMBRIDGE PARENT, INC., a  
Delaware corporation; and DOES 1  
through 10 inclusive

Defendants.

Case No.: 37-2022-00052523-CU-OE-  
CTL

Judge: Hon. Richard S. Whitney  
Dept.: C-68

**JOINT STIPULATION TO  
APPROVE PAGA SETTLEMENT;  
MEM. OF P&A'S ISO THEREOF;  
AND DECLARATION OF THOMAS  
D. RUTLEDGE ISO THEREOF**

Hearing Date: NA  
Hearing Time: NA

Complaint Filed: Dec. 30, 2022  
Trial Date: None

**[[Proposed] Order filed concurrently  
herewith]**

## JOINT STIPULATION

**PLEASE TAKE NOTICE** that Plaintiff Armando Flores, on behalf of himself, similarly aggrieved employees (collectively the “Plaintiffs”), and the State of California as its designated proxy and Defendants Evolution Hospitality, LLC, Aimbridge Hospitality, LLC, Evolution Hospitality Employee Services LLC, Aimbridge Employee Service Corp. (collectively the “Defendants”) have jointly signed the Private Attorney General Act Settlement and Release (PAGA Settlement Agreement), a copy of which is attached as **Exhibit 1** to the Declaration of Thomas D. Rutledge filed concurrently herewith and incorporated herein by reference and by and through their respective counsel of record stipulate as follows:

WHEREAS, Plaintiffs served notice pursuant to the Private Attorneys General Act (PAGA) with the California Labor and Workforce Development Agency (LWDA) and commenced the foregoing action;

WHEREAS, Plaintiffs and Defendants have settled the case and the terms of their agreement are contained in **Exhibit 1**;

WHEREAS, the parties via this Stipulation seek approval of the PAGA Settlement pursuant to CRC Rules 3.1200, *et seq.* and Labor Code § 2699(l), which provides, “[t]he superior court shall review and approve any [PAGA penalties] sought as part of a proposed settlement agreement”;

WHEREAS, this Stipulation is based upon this Stipulation, the pleadings in support thereof, including but not limited to the Declaration of Thomas D. Rutledge, the Memorandum of Points and Authorities attached hereto, and the records in the Court’s file in this action;

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and between the parties via undersigned counsel that the parties will agree and stipulate to abide by the terms of **Exhibit 1**.

1  
2 Dated: August 12, 2024

Fisher & Phillips LLP

3 By: /s/Boris Sorsher  
4 Boris Sorsher

5 Attorneys for the Defendants

6 Dated: August 12, 2024

Law Office of Thomas D. Rutledge

7 By: /s/Thomas D. Rutledge  
8 Thomas D. Rutledge  
9 Attorneys for the Plaintiffs

10  
11 **CERTIFICATION OF AUTHORIZATION**

12 Pursuant to law, I hereby certify that the contents of this document are  
13 acceptable to Lauren Roseman, counsel for Defendants, and that the foregoing  
14 counsel has authorized the affixation of electronic signatures to this document.

15 Dated: August 12, 2024

Law Office Of Thomas D. Rutledge

16  
17 By: Thomas D. Rutledge  
18 Thomas D. Rutledge  
19 Attorneys for the Plaintiffs

## **MEMORANDUM OF POINTS AND AUTHORITIES**

### **I. INTRODUCTION.**

Plaintiff Armando Flores (Representative Plaintiff), on behalf of himself, Aggrieved Employees, and as the State of California designated proxy (collectively the “Plaintiffs”), very respectfully requests this Honorable Court to approve the PAGA Settlement as set forth in the proposed order filed concurrently with this Application pursuant to Labor Code § 2699(l). The filing of these papers via a joint stipulation is pursuant to the Court’s instructions. (Rutledge Decl., ¶ 3.) For the reasons explained below, the PAGA Settlement is fair and reasonable.

### **II. STANDARD OF REVIEW.**

Labor Code § 2699(l), provides, “[t]he superior court shall review and approve any settlement of any civil action filed pursuant to this part. The proposed settlement shall be submitted to the agency at the same time that it is submitted to the court.”

Court review of PAGA-only settlements is significantly different from the review of class action settlements, the latter of which employs a procedural two-step process (preliminary and final approval). (*Arias v. Superior Court* (2009) 46 Cal.4th 969.) Instead, the courts normally focus on whether the PAGA settlement is fair and reasonable and consistent with the underlying remedial purpose of the PAGA. (*Moniz v. Adecco USA, Inc.* (2021) 72 Cal.App.5th 56, 75.)

### **III. SUMMARY OF THE SETTLEMENT.**

Without admitting wrongdoing and pursuant to the PAGA Settlement Agreement, Defendants have agreed to pay the Gross Settlement Amount of \$335,000 in exchange for the full and final settlement and release of Plaintiffs’ Labor Code claims via the PAGA for all nonexempt employees who worked during the timeframe of October 11, 2021 to January 9, 2024. From the gross amount, less Plaintiffs’ Counsel’s fees and costs and Settlement Administrator’s costs, about 695 current and former Aggrieved Employees will receive about \$63 apiece, and the State will receive \$131,074. There is no reversion of settlement proceeds, and uncashed checks after

1 180 days are payable to the Aggrieved Employees pro rata. (Rutledge Decl., **Ex. 1**, p.  
2 2 and ¶ 12a-c.)

3 **IV. PARTIES TO THE SETTLEMENT AGREEMENT.**

4 **A. The Named Plaintiff and Lloyd Dozier.**

5 From about October 25, 2021 to April 18, 2022, Defendants employed the  
6 named Plaintiff as a hotel engineer, a nonexempt nonunion employee at the San Diego  
7 Hard Rock Hotel. On April 18, 2022, Defendants involuntarily terminated Plaintiff's  
8 employment. (ROA#1; Comp., ¶¶ 37, 38.) Defendants also employed Lloyd Dozier at  
9 the San Diego Hard Rock Hotel as a hotel engineer from about October 27, 2021 until  
10 Defendants terminated him on May 6, 2022. While Dozier is not a party in this case, he  
11 is a party in the related case discussed below, and a party to the Settlement Agreement.

12 **B. The Defendants.**

13 Defendants Evolution Hospitality, LLC, Aimbridge Hospitality, LLC, Evolution  
14 Hospitality Employee Services LLC, Aimbridge Employee Service Corp., and  
15 Aimbridge Parent, Inc. are in the hospitality business generally managing luxury hotels  
16 in the U.S. and internationally. Plaintiff alleged that all of these entities jointly  
17 employed Plaintiffs and managed the San Diego Hard Rock Hotel, the place from  
18 which this case arose. (ROA#1; Comp., ¶¶ 5-24, 29.)

19 **C. The Aggrieved Employees.**

20 The alleged Aggrieved Employees consist of "All non-exempt employees who  
21 are or were employed by Defendants at the San Diego Hard Rock Hotel in California  
22 from October 11, 2021 to January 9, 2024." (Rutledge Decl., **Ex. 1**, p. 2.) This group  
23 consists of about 695 current and former employees.

24 **V. FACTS AND PROCEDURAL HISTORY.**

25 In 2022, shortly after Defendants involuntarily terminated Messrs. Flores and  
26 Dozier's employment, Plaintiffs retained this office. Plaintiffs' Counsel alleges they  
27 sent several letters to Defendants requesting to obtain access to Plaintiffs' payroll  
28 records and employee personnel files and that Defendants ignored Plaintiffs' requests.

1 Eventually Plaintiffs commenced litigation as a result. (ROA #1, *Flores v. Evolution*  
2 *Hosp. LLC, et al.* 37-2022-00028728-CU-OE-CTL; ROA #1, *Dozier v. Evolution*  
3 *Hosp. LLC*, 37-2022-00028704-CU-OE-CTL.)

4 Upon receipt and review of Plaintiffs' records in connection with informal  
5 discovery obtained in the foregoing cases, Plaintiffs contend that Labor Code  
6 violations were apparent and Defendants patently disagreed. On October 11, 2022,  
7 Plaintiffs, via counsel, sent notice to the LWDA to exhaust their pre-litigation  
8 requirements under the PAGA. Meanwhile, on October 20, 2022, Plaintiff Flores, via  
9 counsel, filed a class action Complaint in the Superior Court of California for the  
10 County of San Diego. (Case No. 37-2022-00042160-CU-OE-CTL.) This class action  
11 alleges only one claim (the violation of Labor Code §§ 201 and 202), which suit seeks  
12 the recovery of Labor Code § 203 penalties. (*Id.*, ROA #1.)

13 On November 3, 2022, Plaintiff Dozier, who signed an arbitration agreement  
14 (which is why he is not a named plaintiff in the class or PAGA action), filed a First  
15 Amended Complaint to add an individual claim for Defendants' alleged violation of  
16 the ICRAA in addition to his failure to provide records claim. (ROA #24, *Dozier v.*  
17 *Evolution Hosp. LLC*, 37-2022-00028704-CU-OE-CTL.) On December 5, 2022,  
18 Defendants filed a Motion to Compel Arbitration. (*Id.*, ROA # 25.)

19 On December 30, 2022, after the 65-day waiting period expired, Plaintiff Flores  
20 filed this PAGA enforcement action. (ROA #1.) The case seeks PAGA penalties for  
21 the following claims via the PAGA: (1) Failure to Provide Access to Employee  
22 Personnel Records; (2) Failure to Pay State Minimum/Regular Wages; (3) Failure to  
23 Pay State Overtime Wages; (4) Failure to Timely Pay Wages; (5) Meal and Rest Break  
24 Labor Code Violations; (6) PAGA Claim for Inaccurate Wage Statements; (7) Failure  
25 to Maintain Payroll Records; (8) Failure to Reimburse Business Expenses in Violation  
26 of California Labor Code § 2802; and (9) Miscellaneous claims via the PAGA. (ROA  
27 #1.)

28 The Defendants filed timely responsive pleadings to Plaintiffs' Complaints. All

1 the foregoing actions (the Flores class case, Flores individual action, and the Dozier  
2 individual action) were eventually reassigned to this Department because they were  
3 deemed related. Defendants deny all the allegations asserted in all the actions.  
4 (Rutledge Decl., ¶ 38.)

5 For more than 18 months, the parties spent considerable time to bring this case  
6 to a conclusion. Shortly after the commencement of this litigation, Plaintiffs served  
7 Defendants with written discovery and have since diligently prosecuted the PAGA  
8 claims on behalf of the State of California and Aggrieved Employees. However, the  
9 Parties reached the bilateral realization that settlement discussions behooved them.  
10 (Rutledge Decl., ¶¶ 39-41.)

11 In the spring of 2022, the parties began a series of detailed discussions via  
12 counsel during which time counsel engaged in open and frank discussions regarding  
13 the merits of this case. The parties subsequently agreed to put an informal hold on  
14 litigation to attend private mediation. (Rutledge Decl., ¶¶ 42.)

15 Through the foregoing process, in preparation of mediation the parties  
16 conducted a significant investigation of the facts and law. Such investigation includes:  
17 (1) the Plaintiffs' analysis of Aggrieved Employee payroll data Defendants provided,  
18 including size and composition of the Aggrieved Employees, applicable employment  
19 policies of the Defendants, and payroll and time records for a significant number of  
20 current and/or former employees statewide, involving a large number of pages of  
21 policies and documents, electronic wage statements, and other records, (2) analysis of  
22 legal positions taken by the Defendants, (3) interviews of material witnesses,  
23 (4) calculation and analysis of potential damages and penalties based on the data  
24 produced by Defendants, and (5) research and analysis of applicable law with respect  
25 to the claims alleged and potential defenses thereto. As part of the informal discovery  
26 process, Defendants voluntarily produced approximately 5,000 pages of documents  
27 and employment data, including pertinent policies and procedures, personnel records, a  
28 random sample of time records, and a random sample of pay records. Plaintiffs'

1 Counsel devoted a substantial amount of his practice to evaluating the data,  
2 interviewing witnesses, and preparing for the mediation and, if unsuccessful, ultimately  
3 trial. (Rutledge Decl., ¶¶ 43-46.)

4 On January 9, 2024, the parties via zoom attended a full day mediation before  
5 Tripper Ortman, Esq., a reputable private mediator based out of Oakland, California.  
6 With the efforts of all parties and their counsel, and especially with the invaluable  
7 assistance from the highly capable mediator, the parties reached an agreement in  
8 principle, the detailed written terms of which took several months for the parties to  
9 finalize. (Rutledge Decl., ¶¶ 47, 48.)

10 The Parties now seek approval of their settlement agreement via this Joint  
11 Stipulation.

12 **VI. REASONS FOR SETTLEMENT.**

13 The declaration submitted by counsel explains the reasons in support of this  
14 settlement in detail. The monetary relief obtained from this Settlement Agreement is  
15 very good compared to the possible outcome if this case went to trial. (Rutledge  
16 Decl., Ex. 1 pp. 2, 3.)

17 In summary, Plaintiffs allege that Defendants committed a wide range of Labor  
18 Code violations, but many of the violations are highly technical, affected some yet not  
19 all Aggrieved Employees, and occurred over a relatively short period of time. In  
20 Plaintiff's counsel's opinion, it appears the cause of many of the alleged violations  
21 was from COVID lockdowns and working conditions caused by the unprecedented  
22 global pandemic. Based on counsel's review of records, there is no evidence to  
23 suggest these alleged violations and work conditions are ongoing or likely to occur in  
24 the future. (Rutledge Decl., ¶¶ 52-81.)

25 A gross payout of \$335,000 to the Aggrieved Employees results in a  
26 meaningful payout to the State and about \$63 per Aggrieved Employee depending on  
27 how long they worked for the Defendants. In Plaintiffs' Counsel's opinion, this  
28 settlement is "fair, adequate, and reasonable" and furthers the PAGA's remedial

purpose. (Rutledge Decl., ¶ 52; *see also Moniz, supra*, 72 Cal.App.5th 56.)

## VII. PLAN OF ALLOCATION.

### A. The Gross Settlement Amount.

From the Gross Settlement Amount, the Defendants shall make the following distributions:

|                                         |                  |
|-----------------------------------------|------------------|
| <b>Gross Settlement Amount:</b>         | <b>\$335,000</b> |
| Plaintiffs' Counsel Fees (minus):       | (\$134,000)      |
| Plaintiffs' Counsel Costs (minus):      | (\$20,735)       |
| Est. Settlement Admin. Costs (minus):   | (\$5,500)        |
| Payment to the LWDA (minus):            | (\$131,074)      |
| Est. Net Amount to Aggrieved Employees: | <b>\$43,691</b>  |

(Rutledge Decl., Ex. 1, pp. 1, 3.)

### B. Administration of the Gross Settlement Amount.

Within 30 days from the Effective Date, Defendants will furnish the settlement funds to the Settlement Administrator (i.e., Phoenix Settlement Administrators Inc.) per the terms of the PAGA Settlement Agreement. If any Settlement checks are returned, the Settlement Administrator will use reasonable efforts to locate the Aggrieved Employee and re-mail the Settlement Payment to the applicable Aggrieved Employee. (Rutledge Decl., Ex. 1, ¶ 12.)

No funds will revert to Defendants from the Gross Settlement Amount. Remaining funds from any uncashed settlement checks after 180-day expiration period shall be redistributed pro rata to the Aggrieved Employees who cashed their checks. (Rutledge Decl., Ex. 1, ¶ 12c.)

### C. Settlement Payments to Aggrieved Employees.

With the aim to fairly distribute the Settlement Payments to Aggrieved Employees, the parties arrived at a formula designed to fairly determine each Aggrieved Employee's *pro rata* payment from the distributable amount, as allowed by PAGA, based on based on their length of service. The lump sum net settlement payment to each of the Aggrieved Employees will be determined by dividing twenty-five percent (25%) of the net settlement amount by the total number of pay periods

1 worked by all Aggrieved Employees during the PAGA Period and then multiplying  
2 the PAGA Period amount by the number of pay periods worked by the individual  
3 PAGA member. The Net Settlement Payments to the PAGA members shall come out  
4 of the qualified settlement fund. (Rutledge Decl., **Ex. 1**, ¶ 8.)

5 All payments to the Aggrieved Employees shall be characterized as civil  
6 penalties, not wages. The Settlement Administrator will report these payments to the  
7 appropriate taxing authorities and issue recipients an IRS 1099 Form. (Rutledge  
8 Decl., **Ex. 1**, ¶ 10.)

9 **D. Plaintiffs' Counsel's Requested Fees/Costs are Reasonable.**

10 An award of reasonable attorney's fees and costs to a prevailing plaintiff in a  
11 PAGA action is authorized by statute. (Labor Code § 2699(g)(1); *see also* Code of  
12 Civil Procedure § 1021.5.) Plaintiffs' request here is unopposed and expressly  
13 permitted per the Settlement.

14 Here, Plaintiffs' Counsel seeks an award of fees for \$134,000 and costs of  
15 \$20,735. The fees requested by Plaintiffs' Counsel is well below Plaintiffs' Counsel's  
16 lodestar. (*Ketchum v. Moses* (2001) 24 Cal.4th 1122, 49 [lodestar approach to fees is a  
17 reasonable method in assessing the reasonableness of fees]; *see also Laffitte v. Robert*  
18 *Half International Inc.* (2016) 1 Cal.5th 480.)

19 The requested fees and costs are fair compensation for undertaking complex,  
20 risky, expensive, and time-consuming litigation solely on a contingency basis. This is  
21 especially true because case law (*Ketchum/Laffitte*, *supra*) supports the recovery of  
22 the requested fee amount, is substantially well below Plaintiffs' Counsel's actual  
23 lodestar, is reasonable considering the four separate actions Plaintiffs' Counsel single-  
24 handedly prosecuted and the vigorous defense the Defendants exhibited throughout  
25 most of this litigation. (Rutledge Decl., ¶¶ 82-105.)

26 The work performed by Plaintiffs' Counsel is well documented in Declaration  
27 of Thomas D. Rutledge attached hereto. (Rutledge Decl., **Ex. 3** [Timesheet].) This  
28 time is summarized as follows:

| Name of Attorney               | YEAR OF BAR<br>ADMISSION | RATE    | HOURS  | LODESTAR         |
|--------------------------------|--------------------------|---------|--------|------------------|
| Thomas D. Rutledge,<br>Partner | 1995                     | \$1,057 | 381.65 | <b>\$402,981</b> |

(Rutledge Decl., ¶¶ 101-104.)

Plaintiffs' Counsel's fees are consistent with noted sources, such as the 2023-2024 Laffey Matrix. (See Rutledge Decl., **Ex. 4.**) Courts have previously approved (including this Court) Mr. Rutledge's hourly rate. (*Id.*, ¶¶ 86-99.)

The requested fee amount also includes the recovery of costs. Plaintiffs' Counsel incurred are more than \$20,735 in actual costs. (Rutledge Decl., **Ex. 5** ¶¶ 106-111.)

As mentioned in the Settlement Agreement, instead of pursuing their individual non-PAGA related claims (i.e., wage and ICRAA claims), Defendants agree to pay Plaintiff Flores and Mr. Dozier the gross sum of \$12,500 apiece via a separate and individual settlements in exchange for a broad Civil Code § 1542 release. This is the only consideration Plaintiff Flores and Dozier will receive if this Honorable Court approves the PAGA Settlement and is in lieu of their requesting an incentive fee for stepping forward as PAGA representatives. (Rutledge Decl., Ex. 1 ¶ 2, ¶¶ 119, 120.)

#### **VIII. CONCLUSION.**

For the foregoing reasons, the parties very respectfully request this Court to approve the PAGA Settlement and sign the [Proposed] Order filed herewith.

Dated: August 12, 2024

Law Office of  
Thomas D. Rutledge

By: Thomas D. Rutledge  
/s/Thomas D. Rutledge  
Attorney for the Plaintiffs

**DECLARATION OF THOMAS D. RUTLEDGE**

I, THOMAS D. RUTLEDGE, declare and state as follows:

1. I am counsel of record for the named Plaintiff, indirectly for the Aggrieved Employees, and a quasi-assistant attorney general for the State of California via the PAGA in this matter. As such, I am fully familiar with the facts, pleadings, and history of this matter. The following facts are within my own personal knowledge, and if called as a witness, I could testify competently to the matters stated herein.

2. This declaration is submitted in support of Plaintiffs' Application for Court Approval of Private Attorney General Act Settlement per the terms of the Settlement Agreement attached hereto and marked as **Exhibit 1**.

3. This Court has informed me that it prefers the presentation of PAGA settlements to be filed via stipulation or ex parte application with no hearing needed.  
**My Experience Handling Representative Actions.**

4. The Law Office of Thomas D. Rutledge consist of me, several paralegals, and various support staff during all times relevant to this litigation.

5. At all times, I have been the only attorney of record in the above-entitled action for the Plaintiffs.

6. I am the originating attorney and the person exclusively responsible for prosecuting this case.

7. I have had the privilege of practicing law for almost 29 years.

8. I have served the public my whole adult life.

9. Before practicing law, from about April 1987 to April 1994 at the age of 21, I proudly served in the U.S. Army National Guard in various capacities: first, as a Private First Class in a combat engineer's unit; and in 1990, after receiving my commission from the Commonwealth of Massachusetts's State Officers' Candidate School, as a field artillery officer, mortar platoon leader, and infantry company executive officer in the Commonwealth of Pennsylvania (1992-1994) and

1 Massachusetts (1987-1992) Army National Guard.

2 10. In 1990, I received a B.A. in History and Political Science from the  
3 University of Massachusetts, Boston, Massachusetts.

4 11. In 1992, I received a C.S.S. in Management and Administration from  
5 Harvard University, Cambridge, Massachusetts.

6 12. In 1995, I received a J. D. from Temple University and became a  
7 member of the State Bars of Florida and Massachusetts.

8 13. In 1999, I obtained admission to the California Bar.

9 14. I am a former active member in the San Diego County Bar Association  
10 (and several committees therein, such as the Labor and Employment Law Section,  
11 Litigation Section, and Family Law Section), a current member of the California  
12 Employment Lawyers Association, Consumer Attorneys of San Diego (CASD), and a  
13 former member of the National Employment Lawyers Association.

14 15. I am the former Co-Chairman to the San Diego County Bar Association  
15 Labor and Employment Law Section.

16 16. I am a former Board of Director for CASD (served 2013-2016).

17 17. I am a former U.S. Navy Judge Advocate General's (JAG) Corps  
18 attorney.

19 18. From 1995 to 2002, I served in various capacities on active duty as a  
20 prosecutor, defense attorney, and staff judge advocate in the U.S. Navy JAG Corps  
21 handling hundreds of criminal and civil litigation matters and personally preparing  
22 and filing more than 5000 state and federal tax returns.

23 19. I served a total of 20 years in the U.S. military retiring from the U.S.  
24 Naval Reserve in 2008.

25 20. From 2002 to 2004, I was a litigation associate at Christensen, Miller,  
26 Fink, Jacobs, Glaser, Weil & Shapiro LLP in Los Angeles, California, a firm of more  
27 than 100 lawyers at that time, working on complex litigation.

28 21. From 2004 to 2009, I was a litigation associate for Branton & Wilson,

1 APC, a firm of more than 15 lawyers at the time, working mostly on employment law  
2 matters (defense and plaintiff).

3 22. From 2009 to the present, I have focused my practice exclusively on  
4 prosecuting employment law claims on behalf of employee-plaintiffs, with a very  
5 small amount of my practice devoted to personal injury, landlord-tenant, and family  
6 law matters.

7 23. All my employee-plaintiffs' cases, including this case, are accepted on a  
8 nothing down contingency fee basis.

9 24. I personally have represented thousands of class members and aggrieved  
10 employees in over three dozen class and/or representative (Private Attorney General  
11 Act) actions prosecuting wage and hour claims, more than 20 of which were certified  
12 as class actions. (See, e.g., *Julio, et al. v. Express Tires*, S.D. Superior Court Case  
13 No.: 37-2010-00097801; *Epton v. ADP TotalSource, et al.*, U.S.D.C. Case No.:  
14 11cv0856-JM; *Tuter, et al. v. King's Seafood Company, LLC, et al.*, San Diego  
15 Superior Court Case No.: 37-2011-00084756; *Crosby v. CHMB*, San Diego Superior  
16 Court Case No.: 37-2011-0087583-CU-OE-CTL; *Diego v. JMS Properties LLC, et*  
17 *al.*, San Diego Superior Court Case No.: 37-2013-00056177-CU-OE-CTL; *Mitchell, et*  
18 *al. v. Phone Ware Inc., et al.*, San Diego Superior Court Case No.: 37-2014-  
19 00008449-CU-OE-CTL; *Long, et al. v. Stanley Black & Decker, Inc., et al.*, U.S.D.C.  
20 Case No.: 14CV1246 JLS BGS; *Villagrana v. 7-Eleven*, San Diego Superior Court  
21 Case No.: 37-2014-00008449-CU-OE-CTL; *Parnell, et al. v. Harte-Hanks Shoppers,*  
22 *Inc., et al.*, Orange Superior Court Case No.: 10-2014-00736236-CU-OE-CXC; *Martz*  
23 *v. T.R.L. Systems, Inc.*, San Bernardino Superior Court Case No.: CIVDS1515312;  
24 *Rosentein v. Pratt and Whitney, et al.*, U.S.D.C. Case No.: 15CV2183 JM/JLB; *Don*  
25 *v. Penn*, San Diego Superior Court Case No.: 37-2016-00025005; *Ramirez v. Coastal*  
26 *Trans. Serv.*, San Diego Superior Court Case No.: 37-2016-00020248; *Velez v.*  
27 *CoWorx Staffing Services LLC*, San Bernardino Superior Court Case No.:  
28 CIVDS1803229; *Martz v. HCI Systems Inc.*, San Bernardino Superior Court Case

1 No.: CIVDS1607545, *Babouchian, et al. v. Soleil Communications Inc., et al.*  
2 San Diego Superior Court Case Number: 37-2017-00044756-CU-OE-CTL (Hon.  
3 Richard S. Whitney), and many others.)

4 25. I have attended dozens of lectures presented by legal professionals on the  
5 topic of prosecuting class action litigation in the last 15 years, I have tried wage and  
6 hour cases in Superior Court, I have appeared before the Labor Commissioner on  
7 scores of wage claims, and I have handled the representation of parties in dozens of  
8 mediations before well-known mediators, such as Mark Rudy, Jeff Ross, Mike  
9 Dickstein, David Rotman, Robert Kaplan, and Judge Herbert B. Hoffman (Ret.).

10 **Facts of this case.**

11 26. In 2022, shortly after Defendants involuntarily terminated Messrs. Flores  
12 and Dozier's employment, Plaintiffs retained this office.

13 27. My office sent several letters to Defendants requesting to obtain access  
14 to Plaintiffs' payroll records and employee personnel files.

15 28. Defendants ignored Plaintiffs' requests and eventually Plaintiffs  
16 commenced litigation to procure their files. (ROA #1; ROA #1, *Dozier v. Evolution*  
17 *Hosp. LLC*, 37-2022-00028704-CU-OE-CTL.)

18 29. Once in receipt of Plaintiffs' records, a wide variety of Labor Code  
19 violations were apparent.

20 30. The *Flores* Complaint provides detailed descriptions of many of the  
21 violations. (ROA #1.)

22 31. On October 11, 2022, Plaintiffs, via my office, sent notice to the LWDA  
23 to exhaust their pre-litigation requirements under the PAGA.

24 32. On October 20, 2022, my office on behalf of Plaintiff Flores, filed a class  
25 action Complaint in the Superior Court for the County of San Diego. (Case No. 37-  
26 2022-00042160-CU-OE-CTL.)

27 33. The *Flores* class action alleges only one claim (the violation of Labor  
28 Code §§ 201 and 202), which suit seeks the recovery of Labor Code § 203 penalties.

1 (Case No. 37-2022-00042160-CU-OE-CTL, ROA #1.)

2 34. On December 30, 2022, after the 65-day waiting period expired, my  
3 office on behalf of Plaintiff Flores filed this PAGA enforcement action. (ROA #1.)

4 35. The case seeks PAGA penalties for the following claims via the PAGA:  
5 (1) Failure to Provide Access to Employee Personnel Records (Cal. Labor Code §§  
6 226, 432, and 1198.5); (2) Failure to Pay State Minimum/Regular Wages; (3) Failure  
7 to Pay State Overtime Wages; (4) Failure to Timely Pay Wages; (5) Meal and Rest  
8 Break Labor Code Violations; (6) PAGA Claim for Inaccurate Wage Statements; (7)  
9 Failure to Maintain Payroll Records; (8) Failure to Reimburse Business Expenses in  
10 Violation of California Labor Code § 2802; and (9) Miscellaneous claims via the  
11 PAGA. (ROA #1.)

12 36. On November 3, 2022, Plaintiff Dozier, who happened to have signed an  
13 arbitration agreement (which is why he is not a named Plaintiff in the class or PAGA  
14 action), via my office, filed a First Amended Complaint to add an individual claim for  
15 Defendants' violation of the ICRAA in addition to his failure to provide records  
16 claim. (ROA #24, *Dozier v. Evolution Hosp. LLC*, 37-2022-00028704-CU-OE-CTL.)

17 37. On December 5, 2022, Defendants filed a Motion to Compel Arbitration.  
18 (*Id.*, ROA # 25.)

19 38. The Defendants filed timely responsive pleadings to Plaintiffs'  
20 Complaint and all the foregoing actions (the Flores class case, Flores individual  
21 action, and the Dozier individual action) were eventually reassigned to this  
22 Department because they were deemed related.

23 39. For more than 18 months, the parties spent considerable time bringing  
24 this case to a conclusion.

25 40. Shortly after the commencement of this litigation, my office on behalf of  
26 the Plaintiffs served Defendants with written discovery and I warned Defendants'  
27 lawyers my office would move quickly in bringing this case to justice.

28 41. This relatively short but heated exchange of communication between the

1 parties involving Plaintiffs' search for evidence, and Defendants' adept attempt to  
2 avoid the production of evidence, led to the bilateral realization that settlement  
3 discussions behooved the parties.

4 42. In the spring of 2022, the parties began series of detailed discussions via  
5 counsel during which time counsel engaged in open and frank discussions regarding  
6 the merits of this case and the parties subsequently agreed to put an informal hold on  
7 litigation to attend private mediation.

8 43. The Parties have conducted a significant investigation of the facts and  
9 law during the prosecution of this case.

10 44. Such discovery and investigation includes: (1) the Plaintiffs' analysis of  
11 the sampling of Aggrieved Employee payroll data Defendants provided, including  
12 size and composition, applicable employment policies of the Defendants, and payroll  
13 and time records for approximately reasonable number of current and/or former  
14 employees statewide, involving a large number of pages of policies and documents,  
15 Excel spreadsheets, electronic wage statements, and other records, (2) analysis of  
16 legal positions taken by the Defendants, (3) interviews of material witnesses,  
17 (4) calculation and analysis of potential damages and penalties based on the data  
18 produced by Defendants, and (5) research and analysis of applicable law with respect  
19 to the claims alleged and potential defenses thereto.

20 45. Defendants produced the aforementioned documents via the discovery  
21 process before the mediation.

22 46. My office spent many hours reviewing the foregoing data and have  
23 investigated the law as applied to the discovered facts regarding the Plaintiffs' alleged  
24 claims and potential defenses thereto, and the Plaintiffs' potential damages and  
25 penalties they could recover.

26 47. On January 9, 2024, the parties via zoom attended a full day mediation  
27 before Tripper Ortman, Esq., a reputable private mediator based out of Oakland,  
28 California.

1           48. With the efforts of all parties and their counsel, and especially with the  
2 invaluable assistance from the highly capable mediator, the parties reached a virtual  
3 handshake settlement, the detailed written terms of which took several months for the  
4 parties to finalize.

5 **Notice of this Ex Parte Application.**

6           49. On July 30, 2024, I gave Defendants, via counsel, written notice of this  
7 Application via email and via service of process.

8           50. I am informed this Application is unopposed.

9           51. Plaintiffs have complied with all required administrative filings with the  
10 LWDA to process this settlement, copies of evidence of the filing of this settlement  
11 with the LWDA is attached hereto and marked as **Exhibit 2**.

12 **Reasons this Settlement is Fair and Reasonable.**

13           52. The named Plaintiff and my office concluded, after taking into account  
14 the disputed factual and legal issues involved in the Action, the risks and substantial  
15 expenses involved in the further prosecution of this case, and the substantial benefits  
16 to be received pursuant to the compromise and settlement of the Action, as set forth in  
17 this Settlement Agreement, that settlement on the terms set forth herein is in the best  
18 interest of Representative Plaintiff and the Aggrieved Employees and is fair and  
19 reasonable.

20           53. My office and the named Plaintiff understand the risks inherent in  
21 litigation -- most significantly the lack of evidence of class claims and the limited  
22 number of Aggrieved Employees impacted by all the alleged Labor Code violations.

23           54. My office and the named Plaintiff are likewise well aware of the  
24 problems posed by potentially differing claims and methods of proof among the  
25 Aggrieved Employees, as well as the potential merits of affirmative defenses expected  
26 to be raised by the Defendants.

27           55. In light of the risks related to Defendants prevailing on an anticipated  
28 motion for summary judgment or at trial, or both, the recovery obtained in the case

1 for the released claims, including the settlement amount payable to the LWDA and  
2 the Aggrieved Employees for the PAGA claims, is fair and reasonable.

3 56. In assessing whether the amount of civil penalties is genuine and meaningful, I  
4 took into the consideration the Court's inherent power to balance the amount in penalties with  
5 the nature and extent of the Labor Code violations we could ultimately prove.

6 57. A large part of my thinking in discounting the overall maximum penalties we  
7 could recover were the defenses Defendants raised, such as its adamant denial that it did  
8 anything wrong, much less on a companywide basis.

9 58. I knew if we did not settle, Defendants would file a number of dispositive  
10 motions arguing its policies are lawful, telling the Court that Plaintiffs' claims had no merit,  
11 and claiming that meal and rest break claims must be ignored due to its alleged lawful  
12 written policies and the advanced timekeeping software system Defendants employs.

13 59. I further considered that statutory penalties would be calculated according to  
14 Labor Code 2699(f)(2): If, at the time of the alleged violation, the person employs one or  
15 more employees, the civil penalty is one hundred dollars (\$100) for each aggrieved  
16 employee per pay period for the initial violation and two hundred dollars (\$200) for each  
17 aggrieved employee per pay period for each subsequent violation.

18 60. In assessing risk and return, however, I am aware of a number of courts that  
19 have found that the "subsequent" penalty under PAGA applies only after a court or the  
20 Labor Commissioner determines that the employer has violated the Labor Code. *See*  
21 *Gunther v. Alaska Airlines, Inc.*, 72 Cal. App. 5th 334, 356 (2021) ("the increased \$200 civil  
22 penalty for 'subsequent violation[s]' does not apply unless [Plaintiff] presents evidence that  
23 the Labor Commission or a court notified [Defendant] that it was in violation of the Labor  
24 Code."); *Bernstein v. Virgin Am., Inc.*, 990 F.3d 1157, 1173 (9th Cir. 2021) (reversing  
25 judgment as to "heightened civil penalties" because the defendant was not given notice by  
26 the Labor Commissioner when the "subsequent" violations occurred. *See also Vieyara-*  
27 *Flores v. Sika Corp.*, No. EDCV19606JVSKKX, 2019 WL 2436998, at \*5 (C.D. Cal. June  
28 10, 2019) ("employers are not subject to heightened penalties . . . until a court or

commissioner notifies the employer that it is in violation of the Labor Code . . . [Plaintiff] has not offered evidence that the Labor Commission or a court has notified them of PAGA violations [thus] PAGA’s heightened penalty of \$200 for subsequent violations will not be calculated to determine the amount in controversy”); *Chen v. Morgan Stanley Smith Barney, LLC*, No. 8:14-CV-01077 ODW (FFMx), 2014 WL 4961182 (C.D. Cal., October 2, 2014) (“Under the Labor Code, if an employer does not have notice that they are committing a violation, they are not subject to the heightened penalties.”); *Trang v. Turbine Engine Components Technologies Corp.*, No. CV 12–07658 DDP (RZx), 2012 WL 6618854 (C.D. Cal. Dec. 19, 2012) (“courts have held that employers are not subject to heightened penalties for subsequent violations unless and until a court or commissioner notifies the employer that it is in violation of the Labor Code”), citing *Amaral v. Cintas Corp. No. 2*, 163 Cal. App. 4th 1157 (2008).

61. My office spent a large amount of time reviewing the random sampling Defendants provided, taking copious notes, creating and using an excel spreadsheet to calculate damages, distinguishing and highlighting Plaintiffs’ best claims from their worst claims.

62. My office also spent considerable time hyper-analyzing the named Plaintiff and Dozier’s records looking for violations and comparing Plaintiff’s work experience with the Aggrieved Employees.

63. Under this line of cases and based on my review of the available evidence, I estimated that Defendants’ realistic maximum exposure would be approximately \$468,750:

| Claim                                  | Total Pay Periods                     | Penalty  | PAGA Penalties |
|----------------------------------------|---------------------------------------|----------|----------------|
| Min. Wage/Reg. Pay Violations          | 18,000                                | \$100.00 | \$45,000       |
| Overtime Violations                    | 18,000                                | \$100.00 | \$22,500       |
| Meal & Rest Period Violations          | 36,000                                | \$100.00 | \$180,000      |
| Failure to Maintain Records Violations | 18,000                                | \$100.00 | \$0            |
| Wage Statement Violations              | 18,000                                | \$100.00 | \$90,000       |
| Business Expense Violations            | 18,000                                | \$100.00 | \$90,000       |
| Final Pay Violations                   | Total Number of former employees: 330 | \$500.00 | \$41,250       |

64. As to Plaintiffs' minimum wage/regular pay violations, this claim is based on the allegations that Defendants (i) encouraged off- the-clock work generally; and (ii) did not compensate for COVID testing time. Our investigation confirmed that many of these claims would could be difficult to prove at trial because most of these violations occurred during COVID when Defendants required pre-work COVID testing procedures that caused workers to work off-the-clock checking in and/or testing themselves before going to work. Not only do Plaintiffs bear the burden of proof to overcome the Defendants' written policies and procedures that undermine this claim, but even if Plaintiffs could establish the existence of any violations, the population impacted would be very limited, and would require individual analysis, a process that most courts would not condone for this type of litigation. In sum, the above figures regarding Plaintiffs' minimum wage/regular rate claim are based on a generous 2.5% violation rate found in our case investigation where Aggrieved Employees were required to follow pre-work COVID testing procedures; thus, all calculations above are discounted by this number in percentage terms of the maximum.

65. As to Plaintiffs' unpaid or underpaid overtime claim, the evidence demonstrates that Defendants implement and enforce a lawful written policy concerning overtime and that, as a practical matter, Defendants generally comply with overtime laws based on our investigation. The exception was during the relatively short period during COVID when Defendants enforced a COVID pre-work inspection procedure whereby workers had to get their temperatures taken before clocking in near the backdoor entrance. Not only do Plaintiffs bear the burden of proof to overcome the policies and procedures that undermine this claim, but even if Plaintiffs could establish any violations, the population impacted was limited especially when not all employees worked more than eight hours a day and would require individual analysis, a process that most courts do not condone for this type of litigation. This was also during an extremely short period of the PAGA period. Accordingly, the

1 above figures are based on a 1.25% violation rate found in our case investigation;  
2 thus, all calculations above are discounted by this number in percentage terms of the  
3 maximum.

4 66. As to Plaintiffs' meal and rest break claim, the evidence demonstrates  
5 that Defendants used a fairly advanced timekeeping software system designed to  
6 ensure duty free meal and rest breaks. This software caused Defendants to  
7 automatically catch missed meal breaks, whereupon management can inquire with the  
8 employee why he/she missed a meal break. As for our investigation regarding  
9 Plaintiffs' allegations that employees had interrupted meals due to the demands of  
10 work, this analysis was highly dependent on less reliable anecdotal evidence.  
11 Therefore, the above figures are based on a 5% violation rate found in our case  
12 investigation before mediation where the records indicated that Defendants may have  
13 deprived its employees from breaks. It also based on our review of the records  
14 provided where the software Defendants used was a bit imperfect in capturing every  
15 instance of when employees apparently ("apparently" because we would need to  
16 interview every employee who missed a break based on the records we reviewed to  
17 ascertain for certain if he or she missed a break) missed a meal break. Thus, all  
18 calculations above are discounted by this number in percentage terms of the  
19 maximum.

20 67. Concerning Plaintiffs' failure to maintain records claim, almost no  
21 evidence supports this claim. Indeed, the evidence Defendants provided at mediation  
22 shows that Defendants always had a time record for Aggrieved Employees.  
23 Accordingly, the above figures are based on a 0% violation rate found in the records  
24 Defendants provided before mediation; thus, all calculations above are discounted by  
25 this number in percentage terms of the maximum.

26 68. As to Plaintiffs' wage statement claim, here we found that Defendants'  
27 wage statements in rare instances were inaccurate in reporting hourly pay rates and  
28 otherwise complying with Labor Code § 226. This occurred with the named Plaintiff

1 and Dozier and many Aggrieved Employees where Defendants' wage statements  
2 oddly distinguished overtime wage rates as the "base" rate and the "premium" rate in  
3 which the combined number was the actual overtime wage rate. In discounting the  
4 value of this claim, we knew that some courts may hold that Defendants did nothing  
5 illegal in reporting the overtime wage rate in the manner in which they did. In  
6 assessing Plaintiffs' wage statement claim, Plaintiffs gave this claim a 5% value; thus, all  
7 calculations above are discounted by this number in percentage terms of the  
8 maximum.

9         69. As to Plaintiffs' unpaid reimbursement claim, the sampling Defendants  
10 provided and the written policies it employs demonstrates this claim would also have  
11 many problems at trial. Defendants maintained its policy prohibits the use of cell  
12 phones during work hours without specific authorization for a work purpose or for a  
13 limited and temporary exception (*e.g.*, personal emergency). Aggrieved Employees,  
14 including the named Plaintiff and Dozier, were issued radios as methods to  
15 communicate at work. There is also a process for the submission of expense  
16 reimbursements for workers if cell phone use was or is necessary. Defendants  
17 informed us that no employee ever made any report to human resources, or sought  
18 reimbursement. Further, Defendants maintain it provided workers with "uniforms"  
19 where needed. Accordingly, we assessed liability at 5% percentage rate, which factors  
20 in the personal use of cell phones a trial court would require as an overall discount  
21 regardless; thus, all calculations above are discounted by this number in percentage  
22 terms of the maximum.

23         70. As to our final pay calculations, we assessed liability at less than 25%  
24 percentage rate, which factors in the evidence uncovered regarding Plaintiffs'  
25 minimum wage, overtime, and meal and rest break allegations discussed above; thus,  
26 all calculations above are discounted by this number in percentage terms of the  
27 maximum.

28         71. In assessing risk and return, I was and still am fully aware the PAGA gives the

1 Court wide latitude to reduce the amount of civil penalties “based on the facts and  
2 circumstances of a particular case” when “to do otherwise would result in an award that is  
3 unjust, arbitrary and oppressive, or confiscatory” as stated in Lab. Code § 2699(h).

4 72. In reducing PAGA penalties, I knew that courts have considered issues  
5 including whether the employees suffered actual injury from the violations, whether the  
6 Defendants were aware of the violations, and the employer’s willingness to fix the violation.  
7 *Carrington v. Starbucks Corp.*, 30 Cal. App. 5th 504, 528 (2018) (awarding PAGA penalties  
8 of only 0.2% of the maximum); *see also Cotter v. Lyft, Inc.*, 193 F. Supp. 3d 1030, 1037  
9 (N.D. Cal. 2016); *Fleming v. Covidien Inc.*, No. ED CV 10-01487 RGK (OPX), 2011 WL  
10 7563047, at \*4 (C.D. Cal. Aug. 12, 2011).

11 73. For example, during the penalty phase of trial in *Carrington*, I am informed the  
12 plaintiff requested PAGA penalties in the amount of approximately \$70 million. The trial  
13 court instead awarded only \$150,000—**or 0.21% of the maximum**—and stated that this  
14 reduction was warranted because imposing the maximum penalty would be “unjust,  
15 arbitrary, and oppressive” based on Starbucks’s “good faith attempts” to comply with meal  
16 period obligations and because the court found the violations were minimal. *Carrington*, 30  
17 Cal. App. 5th at 517. The Court of Appeal affirmed the lower court’s reduced award of a  
18 \$150,000 penalty under PAGA. *Id.* at 529.

19 74. If a similar reduction had been applied here, Plaintiffs would have recovered  
20 only approximately \$984 ( $\$468,750 \times 0.0021$  reduction).

21 75. Likewise, in *Covidien*, I am informed the Court reduced the potential penalties  
22 by over 82%, awarding \$500,000 instead of maximum penalties of \$2.8 million. *Covidien*,  
23 2011 WL 7563047 at \*4; *see also Thurman v. Bayshore Transit Mgmt.*, 203 Cal. App. 4th  
24 1112, 1135-36 (2012) (affirming 30% reduction under specified PAGA claim where the  
25 employer produced evidence that it took its obligations seriously); *Elder v. Schwan Food*  
26 *Co.*, No. B223911, 2011 WL 1797254, at \*5-\*7 (Cal. Ct. App. May 12, 2011) (reversing  
27 trial court decision denying any civil penalties where violations had been proven, remanding  
28 for the trial court to exercise discretion to reduce, but not wholly deny, civil penalties); *Li v.*

1 *A Perfect Day Franchise, Inc.*, No. 5:10-CV-01189-LHK, 2012 WL 2236752, at \*17 (N.D.  
2 Cal. June 15, 2012) (denying PAGA penalties for violation of California Labor Code section  
3 226 as redundant with recovery on a class basis pursuant to California Labor Code section  
4 226, directly); *Aguirre v. Genesis Logistics*, No. SACV 12-00687 JVS (ANx), 2013 WL  
5 10936035 at \*2-\*3 (C.D. Cal. Dec. 30, 2013) (reducing penalty for past PAGA violations  
6 from \$1.8 million to \$500,000, after rejecting numerous other PAGA claims).

7 76. Considering the issues, defenses, and the risks, a \$335,000 settlement for a  
8 limited release of PAGA penalties—no individual wage and hour claims will be  
9 extinguished by the Settlement—is a fair and just result and furthers PAGA’s objectives, and  
10 is not “unjust, arbitrary, and oppressive” in my humble opinion.

11 77. Defendants, via counsel, represent that approximately 695 Aggrieved  
12 Employees worked a total of approximately 18000 pay periods during the PAGA  
13 release period.

14 78. By this Agreement and based on the foregoing representations by the  
15 Defendants, I estimate the average payout per employee will be about \$63 per  
16 employee (\$43,691/695), which sum may be more or less depending on how long the  
17 Aggrieved Employee worked during the PAGA period—and the State will get about  
18 \$131,074 (\$174,765\*0.75).

19 79. Payments to Aggrieved Employee shall be characterized as penalties,  
20 thus no deductions will be taken from their payments.

21 80. Overall, the Labor Code violations we found were often highly technical,  
22 small in value, and Plaintiffs knew Defendants would urge the Court to reduce any  
23 penalties awarded to be fair relative to the technical infractions Plaintiffs would prove  
24 at trial considering the cause of most violations was from Defendants ordering its  
25 employees to work remotely (whereupon the employer could not closely monitor its  
26 employees).

27 81. In light of the foregoing, I strongly believe the recovery obtained in this  
28 case is not just fair and reasonable, but excellent and I recommend the Court approve

1 the Settlement.

2 **Counsel's Requested Fees.**

3 82. My current hourly rate is \$1,057 in employment class and representative  
4 action litigation.

5 83. Attorneys' fees rates generally range from approximately \$750 per hour  
6 at the low end of the scale to approximately \$1,500 per hour at the high end of the  
7 scale for an attorney of my skill experience.

8 84. The regular hourly rate I have charged for my services in this litigation is  
9 reasonable and justified based on my knowledge and years of experience.

10 85. I have attached detailed contemporaneous billing records for the time I  
11 worked on this case as **Exhibit 3**, which details are incorporated by reference as  
12 through set forth herein.

13 86. My fees are consistent with noted sources, such as the 2023-2024 Laffey  
14 Matrix, a true and correct copy of which is attached hereto and marked as **Exhibit 4**.

15 87. My hourly rate under the lodestar method using the *Laffey* Matrix  
16 demonstrates the reasonableness of the fee request.

17 88. The *Laffey* Matrix originated in *Laffey v. Northwest Airlines*, 572 F.  
18 Supp. 354 (D.D.C. 1983), reversed, 746 F.2d 4 (D.C. Cir. 1984), overruled, *Save Our*  
19 *Cumberland Mountains v. Hodel*, 857 F.2d 1516, 1525 (D.C. Cir. 1988) (*en banc*).

20 89. Counsel in the *Laffey* case compiled evidence from firms showing the  
21 market rates in the District of Columbia for complex federal litigation to show the  
22 court prevailing market rates.

23 90. That evidence was analyzed and a matrix of rates for attorneys at various  
24 experience levels was created, later becoming known as the *Laffey* Matrix.

25 91. Attorneys in cases where they must establish the prevailing market rates  
26 in their jurisdiction for fee award requests, including California, often cite to the  
27 *Laffey* Matrix because the *Laffey* Matrix is a useful tool easily accessible to  
28 practitioners and is widely regarded by many courts in the U.S. as a source for courts

1 to gauge the prevailing rates for attorneys in the local community.  
2 [www.en.wikipedia.org/wiki/Laffey\\_Matrix](http://www.en.wikipedia.org/wiki/Laffey_Matrix).

3 92. The *Laffey* Matrix is updated annually by an independent group to stay  
4 consistent with inflation or recent trends in the market.

5 93. The current version of the *Laffey* Matrix is located at  
6 [www.laffeymatrix.com](http://www.laffeymatrix.com).

7 94. Many California courts consider the *Laffey* Matrix “a widely recognized  
8 compilation of attorney and paralegal rates based on various levels of experience.”  
9 *Theme Promotions v News American Marketing FSI*, 731 F. Supp. 2d 937, 948 (N.D.  
10 Cal. 2010) (using the Laffey Matrix to determine reasonable attorneys' fees rates);  
11 *Ramirez v. Escondido Unified School District*, 2014 WL 12675859, at \*2 (S.D. Cal.,  
12 Apr. 17, 2014, No. 11CV1823 DMS (BGS)) (“When used in a given case, the *Laffey*  
13 Matrix is adjusted to the federal locality pay differentials for the relevant community  
14 for the relevant year.”).

15 95. While a trial court is not “required to follow the Laffey Matrix” in setting  
16 reasonable hourly rates, neither is it an abuse of discretion to do so. *Syers Properties*  
17 *III, Inc. v. Rankin*, 226 Cal. App. 4th 691, 702 (2014); *see also Nemecek & Cole v.*  
18 *Horn*, 208 Cal. App. 4th 641, 650-651 (2012).

19 96. Some California courts have adjusted the *Laffey* Matrix upwards based  
20 upon the higher costs of living in California. *In Re HPL Technologies, Inc. Securities*  
21 *Litigation*, 366 F. Supp. 2d 912, 921 (N. Dist. Cal. 2005); *see also Garnes v.*  
22 *Barnhardt*, 2006 U.S. Dist. LEXIS 5938 (N. Dist. Cal. 2006).

23 97. According to the *Laffey* Matrix, the prevailing market rate for an attorney  
24 with more than 29-years of experience, such as Mr. Rutledge, is \$1,057 per hour.

25 98. My fees are also Supported by precedent. *See Margolin v. Regional*  
26 *Planning Comm’n*, 134 Cal. App. 3d 999, 1005 (1982) (previous rates awarded by courts to  
27 the attorneys in question are the best evidence of their reasonable rates).

28 99. In San Diego County alone, no fewer than four different courts have

1 awarded my office fees commensurate with the fees requested here adjusted by  
2 inflation, including this Honorable Court. *See e.g., Olshansky, et al. v. ATC*  
3 *Healthcare Services, LLC*, et al. S.D.S.C. Case No. 37-2018-00065377-CU-OE-CTL  
4 (Hon. Gregory W. Pollack) (awarding 1/3 of the settlement=\$914 per hour);  
5 *Babouchian, et al. v. Wyndham Vacation Ownership, et al.* SDSC Case Number: 37-  
6 2018-00014601-CU-OE-CTL (Hon. Richard Strauss); *Hopper, et al. v. Kimball Tirey*  
7 *& St. John, et al.* Case No.: 37-2019-00010409-CU-OE-CTL (Hon. Kenneth J.  
8 Medel); *Babouchian, et al. v. Soleil Communications Inc., et al.* San Diego Superior  
9 Court Case Number: 37-2017-00044756-CU-OE-CTL (Hon. Richard S. Whitney).

10 **Summary of Lodestar.**

11 100. The nature of work performed by me and my office is documented in this  
12 declaration.

13 101. The time records reflect billing practices on a minimum of one tenth of  
14 the hour.

15 102. This time is summarized as follows:

| Name of Attorney               | YEAR OF BAR<br>ADMISSION | RATE    | HOURS  | LODESTAR  |
|--------------------------------|--------------------------|---------|--------|-----------|
| Thomas D.<br>Rutledge, Partner | 1995                     | \$1,057 | 381.25 | \$402,981 |

16  
17  
18  
19 103. Throughout the case, I made substantial efforts to allocate work efficiently  
20 and to avoid unnecessary duplication of work where possible.

21 104. Please take notice that my time includes all time spent on single-handedly  
22 prosecuting four different cases. *See Flores v. Evolution Hospitality, LLC, et al.*  
23 (individual action) San Diego County Court Case No.: 37-2022-00028728-CU-OE-  
24 CTL; *Flores, et al. v. Evolution Hospitality, LLC, et al.* San Diego County Court Case  
25 No.: 37-2022-00042160-CU-OE-CTL (class action); *Flores, et al. v. Evolution*  
26 *Hospitality, LLC, et al.* San Diego County Court Case No.: 37-2022-00052523-CU-  
27 OE-CTL (PAGA case); and *Dozier v. Evolution Hosp. LLC*, 37-2022-00028704-CU-  
28 OE-CTL (individual action).

105. My lodestar also excludes the time spent by my paralegals and other staff members whose support was instrumental in helping me bring this case to a reasonable conclusion

106. I have incurred the following expenses in connection with this litigation:

|                               |                 |
|-------------------------------|-----------------|
| Expenses                      |                 |
| One Legal                     | \$3,300         |
| Service Fees                  | \$260           |
| LWDA Filing Fee               | \$75            |
| Mediator's Fee                | \$13,000        |
| Estimated Cert Mail & Postage | \$300           |
| PAGA Finder                   | \$3,800         |
| Total                         | <b>\$20,735</b> |

107. "PAGA Finder" is a resource my office used to search and interview Aggrieved Employees to help us in our case investigation.

108. "One Legal" expenses are high because they include all of the court filing fees we paid for the four different cases we filed.

109. Postage is "estimated" because this office still uses old-school methods, such as a scale and stamps when sending mail.

110. True and correct copies of most of the invoices/receipts for these expenses are attached hereto and marked as **Exhibit 5**.

111. The expenses incurred are ordinary and necessary and the Settlement Agreement provides that we may recover actual costs.

**The Novelty and Difficulty of the Litigation.**

112. As discussed above, Defendants confronted my office with complex factual and legal defenses that presented significant hurdles to achieving a favorable settlement.

113. Due to the novel and complex legal issues involved, I utilized skills normally reserved to those who handle complex litigation cases.

114. My office subjected itself to this contingent fee market in this all-or-

1 nothing contingent fee case wherein the necessity and financial burden of private  
2 enforcement makes the requested award appropriate.

3 115. My contingent fee practice does not accommodate the investment of  
4 unnecessary time in a case.

5 116. This case was litigated on a contingent basis with all the concomitant  
6 risk factors inherent in such an uncertain undertaking.

7 117. Because of the time and concentration needed to prosecute this case, I  
8 was precluded from taking other cases.

9 118. I assumed the very serious risk that I would receive nothing at all, having  
10 devoted time, and advancing costs.

11 **The Named Plaintiff and Lloyd Dozier Do Not Request Incentive Fees.**

12 119. As mentioned in the Settlement Agreement, instead of pursuing their  
13 individual non-PAGA related claims (i.e., wage and ICRAA claims), Defendants  
14 agree to pay Plaintiff Flores and Dozier the gross sum of \$12,500 apiece via a  
15 separate and individual settlements in exchange for a broad Civil Code § 1542  
16 release. (Ex. 1, ¶ 2.)

17 120. This is the only consideration Plaintiff Flores and Dozier will receive if  
18 this Honorable Court approves the PAGA Settlement and is in lieu of their requesting  
19 an incentive fee for bravely stepping forward as PAGA representatives.

20 **Dismissal of Plaintiffs' Class Action is Reasonable and Requested.**

21 121. It is important to add that we are requesting the Court to dismiss  
22 Plaintiffs' class action (*Flores, et al. v. Evolution Hospitality, LLC, et al.*  
23 San Diego County Court Case No.: 37-2022-00042160-CU-OE-CTL) without  
24 prejudice.

25 122. This case was last assigned to this Department, but on June 29, 2024, the  
26 Court reassigned the case to Department 62, the Honorable Judy Bae.

27 123. The reason we want to dismiss the class action case is because Plaintiff  
28 Flores was one of Defendants' only workers that did not sign an arbitration

Thomas D. Rutledge  
Attorney-at-Law  
16956 Via de Santa Fe, Suite 1847  
Rancho Santa Fe, California 92091  
Telephone: (619) 886-7224

1 agreement.

2 124. Based on the foregoing, there can be no viable class action if there are  
3 not enough class members since virtually all of Defendants' workers signed  
4 arbitration agreements.

5 **Conclusion.**

6 125. For all the foregoing reasons, the parties very respectfully request this  
7 Court to judicially approve the PAGA penalty amounts pursuant to Labor Code §§  
8 2699, *et seq.* and sign the [Proposed] Order filed herewith.

9 Except as to those matters made upon information and belief, I declare under  
10 penalty of perjury under the laws of the State of California that the foregoing is true  
11 and correct.

12 Executed this day of August 12, 2024, in San Diego, California

13 Thomas D. Rutledge  
14 /s/Declarant  
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# Exhibit 1

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

This Private Attorneys General Act Settlement Agreement and Release (“Agreement” or “Settlement”) is made by and between Plaintiffs ARMANDO FLORES and LLOYD DOZIER (“Plaintiffs”), each individually, and on behalf of all other aggrieved employees (the “Aggrieved Employees” or “PAGA Group” as described below), and as a private attorney general on behalf of the State of California pursuant to Labor Code section 2699, *et seq.*, the California Private Attorneys General Act (“PAGA”) on the one hand, and Defendants EVOLUTION HOSPITALITY, LLC (“Defendant”), on the other hand. Plaintiffs and Defendant are collectively referred to herein as “the Parties.”

This Agreement, and the settlement embodied herein, shall be binding on Plaintiffs, the Aggrieved Employees they represent, and Defendant, subject to the approval of the Court.

**WHEREAS**, on August 2, 2022 Plaintiff Armando Flores filed an individual complaint and then a first amended complaint for Failure to Provide Access to Employee Personnel Records. On October 14, 2022, Flores then filed a class action complaint for: Failure to Timely Pay Wages in Violation of Labor Code §§ 201 and 202. On December 30, 2022, Flores thereafter filed a PAGA complaint for the following causes of action (SDSC Case No. 37-2022-00052523-CU-OE-CTL): (1) PAGA Claim for Failure to Provide Access to Employee Personnel Records; (2) PAGA Claim for Failure to Pay State Minimum Wage/Regular Wages; (3) PAGA Claim for Failure to Pay State Overtime Wages; (4) PAGA Claim for Failure to Timely Pay Wages; (5) PAGA Claim for Meal and Rest Break Labor Code Violations; (6) PAGA Claim for Inaccurate Wage Statements; (7) PAGA Claim for Failure to Maintain Payroll Records; (8) PAGA Claim for Failure to Reimburse Business Expenses in Violation of Labor Code § 2802; and (9) Miscellaneous claims via PAGA (all of the foregoing is collectively referred to as Plaintiff’s “PAGA Claims”).

On July 21, 2022, Plaintiff Lloyd Dozier filed an individual complaint and on August 1, 2022, he filed a first amended complaint for a single cause of action: Failure to Provide Access to Employee Personnel Records. On November 1, 2022, Plaintiff then filed a second amended complaint for violations of the California Investigative Consumer Reporting Agencies Act (“ICRAA”) (SDSC Case No. 37-2022-00028704-CU-OE-CTL).

Collectively, the complaints filed by the Plaintiffs are hereinafter referred to as the “Lawsuits.”

**WHEREAS**, during the pendency of the Lawsuits, the Parties conducted significant investigation of the facts and law and engaged in an informal discovery exchange before mediation. In response to Plaintiffs’ Counsel’s informal discovery requests, Defendant provided Plaintiffs’ Counsel with information and documents pertaining to Plaintiffs and the Aggrieved Employees, and the claims in the Lawsuits, including time punch, payroll data, policies, and training materials, to provide Plaintiffs the opportunity to investigate Plaintiffs’ allegations and the PAGA Claims.

**WHEREAS**, on January 9, 2024, the Parties attended a full day mediation with experienced wage-and-hour mediator Tripper Ortman, Esq. As a result, the Parties agreed to settle Plaintiffs’ representative PAGA Claims, taking into account all known facts and circumstances including the difficulty of proving some of Plaintiffs’ claims, potential defenses asserted by Defendant, the uncertainty associated with litigation, the risks of significant delay, and numerous potential appellate issues.

**WHEREAS**, for purposes of this Settlement, the Aggrieved Employees are defined as: “All non-exempt employees who are or were employed by Defendant at the San Diego Hard Rock Hotel in California from October 11, 2021 to January 9, 2024.”

**WHEREAS**, for purposes of this Settlement, the PAGA Period is defined as the period from October 11, 2021 to January 9, 2024 (“PAGA Period”).

**WHEREAS**, the Parties understand, acknowledge, and agree this PAGA settlement constitutes a compromise of Plaintiffs’ PAGA Claims, and it is the desire and intention of the Parties to effect a final and complete resolution of the Representative PAGA Claims that Plaintiffs and the Aggrieved Employees have or may have against Defendant, and all other named Defendants including Aimbridge Hospitality, LLC, Evolution Hospitality Employee Services LLC, Aimbridge Employee Service Corp., and Aimbridge Parent, Inc. and all of their current and former officers, directors, employees and agents (collectively, the “Released Parties”). The Parties further acknowledge this Agreement is a compromise of disputed claims and nothing in this Agreement shall be construed as an admission by Defendant or the Released Parties of any wrongdoing or liability. Specifically, Defendant and the Released Parties deny any liability or wrongdoing of any kind associated with the claims alleged in the Lawsuits and PAGA notice. Defendant and

the Released Parties, among other things, contend they have complied at all times with the California Labor Code and all applicable California laws.

**WHEREAS**, California Labor Code § 2699(1)(2) requires Court review and approval of any settlement of a civil action filed pursuant to PAGA.

**WHEREAS**, based on their own independent investigations and evaluations, Defendant and Plaintiffs, and their respective counsel, are of the opinion that the amount and terms of the Settlement are fair, reasonable, and adequate and are in the best interests of the Plaintiffs, the Aggrieved Employees, and Defendant in light of all known facts and circumstances and the risks inherent in litigation, including the potential appellate issues. Further, counsel for Plaintiffs and the Aggrieved Employees, the Law Office of Thomas D. Rutledge, believe the settlement amount is in the best interests of the Aggrieved Employees and the settlement for each Aggrieved Employee is fair, reasonable, and adequate, given the inherent risk of litigation.

**WHEREAS**, the Parties: (1) believe and agree this Agreement provides for a fair, adequate, and reasonable resolution of the PAGA Claims, (2) have investigated the facts relevant to this settlement and this Agreement, and all matters pertaining thereto, and (3) have arrived at the settlement through extensive, arms-length negotiations, taking into account all relevant factors, present and potential.

**Therefore, in consideration of the promises and agreements contained herein, and to avoid the uncertainty, risks, costs, and delays associated with further litigation, the Parties agree and covenant as follows:**

1. **Effective Date.** The effective date (“Effective Date”) of this Agreement shall mean the date of entry of the order of the Court approving this Agreement and the PAGA Settlement and the completion of the terms agreed upon in Paragraph 6 of this Agreement.

2. **PAGA Released Claims/Effect of Judgment on Aggrieved Employees and LWDA.**

The Parties agree and acknowledge that, to the maximum extent permitted by law, the final judgment entered pursuant to this settlement will bind all those who would be bound by a judgment if the action had been brought by the LWDA, including Plaintiffs, the LWDA, and the Aggrieved Employees, with respect to the recovery of civil penalties under the California Private Attorneys General Act, California Labor Code § 2698, *et. seq.* only, against the Released Parties concerning the Aggrieved Employees’ employment at the San Diego Hard Rock Hotel. It is

expressly understood and agreed this settlement only includes a full release of the PAGA claims that could have been sought by the State of California Labor Commissioner for the violations identified in Plaintiff's pre-filing notice letter filed with the LWDA attached as **Exhibit 1** upon the Effective Date and full funding of the Gross Settlement amount ("Released PAGA Claims") concerning the Aggrieved Employees' employment at the San Diego Hard Rock Hotel. With the exception of Plaintiffs, who will execute individual settlement agreements that include general releases of all claims, this settlement shall not impact aggrieved employees' ability to assert claims (claims for wages and other damages) other than the PAGA claims being released by this Settlement. Plaintiffs do not release any Aggrieved Employee's claim for wages or damages. Defendant agrees to enter into separate individual settlement agreements with Plaintiffs for general releases of each of their claims and for representing all Aggrieved Employees in consideration for general release payments ("General Release Payment"). The Gross Settlement Amount does not include the General Release Payment to Plaintiffs in the amount of Twelve Thousand Five Dollars and Zero Cents (\$12,500.00) per Plaintiff for a total of Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00).

3. **Notice to LWDA.** Pursuant to California Labor Code § 2699(l)(2), the Parties shall submit to the LWDA a copy of this Agreement at the same time the Parties submit this Agreement to the Court for approval.

4. **No Right to Opt Out.** The Parties agree there is no statutory right for any Aggrieved Employee to object, opt out or otherwise exclude themselves from the Settlement.

5. **Gross Settlement Amount.** Defendant agrees to pay, in accordance with the terms set forth herein, the total sum of Three Hundred Thirty-Five Thousand Dollars and Zero Cents (\$335,000.00) as the non-reversionary gross settlement amount (the "Gross Settlement Amount") in full settlement of the Lawsuits. The Gross Settlement Amount, which represents the total amount payable under this Settlement by Defendant (subject to the Escalator Clause described below), will be allocated as follows:

- a. PAGA Counsel's attorneys' fees and costs request of up to 40% of the Gross Settlement Amount or One Hundred Thirty-Four Thousand Dollars and Zero Cents (\$134,000.00) ("PAGA Counsel's Fees") and PAGA Counsel's separate request for actual litigation costs incurred in this matter ("PAGA Counsel's Costs") estimated to be no more than Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00). . PAGA Counsel may

elect to have the Settlement Administrator, directly or indirectly, disburse all or part of his Court-approved attorneys' fees award paid to him in periodic payments, through a structured settlement and/or to an assignee. PAGA Counsel will bear any and all costs, fees, and expenses of administration for any periodic payments of such award and shall be fully responsible for any taxes, costs, liabilities, attorneys' fees, and/or penalties resulting from any issues, claims, and/or disputes arising out of, related to, or incurred in connection with any such periodic payments, including without limitation, any such issues, claims, and/or disputes brought by the state or federal government concerning the payment of taxes thereon. PAGA Counsel shall indemnify, defend, and hold Defendants and Defense Counsel harmless for any and all taxes, costs, liabilities, attorneys' fees, and/or penalties resulting from any issues, claims, and/or disputes arising out of, related to, or incurred in connection with any such periodic payments. To the extent the Court approves any award for attorneys' fees that does not equal the amount requested, PAGA Counsel retains the right to appeal the Court's award. Should PAGA Counsel appeal the Court's award, the difference between the amount awarded and the amount disputed on appeal shall be retained by the Settlement Administrator pending PAGA Counsel's appeal. After resolution of any appeal, any funds not awarded to PAGA Counsel then in possession of the Settlement Administrator will be added to the Net Settlement Fund for distribution to Aggrieved Employees by the Settlement Administrator on a proportional basis relative to the size of their Settlement Shares, in accordance with other administration and distribution requirements hereunder, and PAGA Counsel shall pay any additional costs incurred by the Settlement Administrator for this purpose. The Parties agree the Court's approval of any request for attorneys' fees and costs is not a condition of the Settlement Agreement and that an award of less than the amounts requested would not give rise to a basis for Plaintiffs or PAGA Counsel to abrogate the Settlement Agreement.

- b. Administration costs are estimated not to exceed Fifteen Thousand Dollars and Zero Cents (\$15,000.00) to be paid to the Settlement Administrator ("Administration Costs"), which is a

good faith estimate. If the Parties' estimated administration fees are too little, it can be adjusted and shall be paid from the Gross Settlement. If the actual administration fee is less than the Parties' estimated administration fees, the difference between the actual and estimated administration fees will revert to the PAGA Fund; and

- c. The remainder of the Gross Settlement Amount (the "PAGA Fund") after deducting items (a) and (b) shall be designated as PAGA Penalties to be allocated between the LWDA and the Aggrieved Employees pursuant to Labor Code section 2699(i), with 75% paid to the LWDA (the "LWDA PAGA Portion") and 25% paid to the Aggrieved Employees (the "Aggrieved Employees' PAGA Portion") on a pro-rata basis as set forth in Paragraph 7 below.

**6. Funding the Settlement.** Within thirty (30) calendar days after all of the following: a) execution of this Agreement by the Parties; b) entry of the Order and Judgment approving this PAGA settlement; c) execution of the Plaintiffs' individual settlement agreements; d) the Court's dismissal of Armando Flores' class action complaint for: Failure to Timely Pay Wages in Violation of Labor Code §§ 201 and 202 (SDSC Case No. 37-2022-00042160-CU-OE-CTL); and f) the Court's dismissal of all Plaintiffs' outstanding non-PAGA claims against Released Parties. These terms are conditions precedent to the funding of the settlement.

**7. Allocation Adjustment.** The Parties agree that should the Court deny approval of the Gross Settlement Amount and/or the Net Settlement Amount, the Parties agree to renegotiate the allocation of funds in good faith in an effort to obtain approval of the Settlement.

**8. Allocation and Calculation of the PAGA Penalties.** Each Aggrieved Employee shall receive a portion of the PAGA Penalties on a pro-rata basis. Defendant will calculate: (i) the total number of pay periods worked by each Aggrieved Employee during the PAGA Period, and (ii) the total number of pay periods worked by all Aggrieved Employees during the PAGA Period. To determine each Aggrieved Employee's payment from the Aggrieved Employees' PAGA Portion, Defendant will use the following formula: Settlement Payment = Aggrieved Employees' PAGA Portion × [Pay Periods Worked by Individual Aggrieved Employee during the PAGA Period ÷ Total Pay Periods Worked by All Aggrieved Employees during the PAGA Period].

**9. Escalator Clause & Warranties and Representations:** Defendant's best estimate for the number of pay periods at issue for the PAGA Group for the period of October 11, 2021, to January 9, 2024, is approximately 17,986 pay periods. Should the number of pay periods during the PAGA Period increase by more than 10%, the Gross Settlement Amount will increase proportionately over the 10% grace (i.e., meaning if the pay periods increase by 11% the settlement will increase by 1%). However, if the escalator clause is triggered, Defendant may alternatively choose to end the PAGA Period on the date the increase would otherwise be triggered. Defendant further warrants and represents that the sampling, data, and documents Defendant provided to Plaintiff's Counsel before mediation are true and correct records they purport to resemble and that during the claim period all Aggrieved Employees were required to sign arbitration agreements in connection with their employment with the Defendant.

**10. Tax Treatment of Settlement Amounts.** With regard to settlement payments to Aggrieved Employees, IRS Form 1099s will be issued by the Settlement Administrator, if applicable. IRS Form 1099s are used for payments of miscellaneous income that is not considered wages, such as the penalty payments at issue in this Settlement. Nothing in this Settlement is intended to constitute legal advice regarding federal, state, and/or local tax obligations. Defendant, its counsel and Plaintiffs and the Aggrieved Employees' counsel are not responsible for any employee tax obligations regarding the allocation of the settlement payments. Payment of the portion allocated to PAGA Counsel's fees and costs will be reflected in a Form 1099 to PAGA Counsel, who shall assume full responsibility and liability for the payment of taxes due on such payments.

**11. Circular 230 Disclaimer.** EACH PARTY TO THIS AGREEMENT (FOR PURPOSES OF THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH PARTY TO THIS AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN "OTHER PARTY") ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR SHALL 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 CFR PART 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS OR ITS OWN, INDEPENDENT LEGAL AND TAX ADVISERS FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION

WITH THIS AGREEMENT, (B) HAS NOT ENTERED INTO THIS AGREEMENT BASED UPON THE RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND (C) 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 (3) NO ATTORNEY OR ADVISOR TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY'S OR ADVISOR'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 AGREEMENT.

**12. PAGA Settlement Payment Procedures.**

- a. Within thirty (30) calendar days of the Effective Date, Defendant shall deposit the Gross Settlement Amount or \$335,000.00 with the Settlement Administrator, also pursuant to the contingent terms outlined in Paragraph 6 of this Agreement. Within thirty (30) calendar days of the Effective Date, Defendant shall also provide the Settlement Administrator with a list of all Aggrieved Employees with each listed employee's full name, last known mailing address, last known telephone number, social security number, and the actual number of compensable pay periods worked by them during the PAGA Period. The Settlement Administrator shall run all the addresses of Aggrieved Employees through the United States Postal Service NCOA database to obtain current address information and shall skip trace and re-mail all returned, undelivered mail within ten (10) calendar days of receiving notice that a notice was undeliverable.
- b. Within fifteen (15) calendar days from the date the Gross Settlement Amount has been deposited with the Settlement Administrator as well as the information provided in Paragraph 11 (a), the Settlement Administrator shall:
  - i. Distribute a total of Twenty-Five percent (25%) of the PAGA Fund to the Aggrieved Employees, along with the Notice of PAGA Representative Action Settlement (attached hereto as **Exhibit 2**). Aggrieved Employees

shall not be required to make claims to receive their share of the PAGA settlement. The payment checks shall be sent to each Aggrieved Employee by U.S. First Class mail to the Aggrieved Employee's last known mailing address with directions to the Postmaster to forward the payment checks and return all undeliverable payment checks to the Settlement Administrator. It will be conclusively presumed that an Aggrieved Employee's individual settlement payment check was received if the payment check has not been returned within thirty (30) calendar days of the original mailing. All uncashed settlement checks shall be redistributed to the Aggrieved Employees who have already cashed their checks based on their pro rata share of the PAGA penalties calculated in accordance with Paragraph 7.

- ii. Distribute a total of Seventy-Five percent (75%) of the PAGA Fund to the LWDA.
  - iii. Distribute PAGA counsel's fees and costs, as approved by the Court.
  - iv. Distribute payment to itself for services as Settlement Administrator, as approved by the Court.
  - v. Distribute General Release Payments to the Plaintiffs.
- c. Settlement Checks issued to Aggrieved Employees pursuant to this Agreement will expire one hundred and eighty (180) calendar days from the date they are mailed by the Settlement Administrator. All money represented by uncashed settlement checks shall be redistributed to the Aggrieved Employees who have already cashed their checks based on their pro rata share of the PAGA penalties calculated in accordance with Paragraph 7. The Settlement Administrator shall deduct costs of redistribution of those checks before calculating the pro rata share of the LWDA and the Aggrieved Employees receiving the second check.
- d. The Parties and their counsel shall not bear any liability for lost or stolen checks, forged signatures on checks, or unauthorized negotiation of checks. Unless responsible by its own acts of omission or commission, the same is true for the Settlement Administrator.

13. **Settlement Administrator.** The Settlement Administrator shall be responsible for sending notices, calculating settlement payments, preparing all checks and mailings, and complying with all requirements set forth herein. As noted above, the costs of the Settlement Administrator shall be paid out of the Gross Settlement Amount, and the Parties agree to use Phoenix Settlement Administrators as the Settlement Administrator.

14. **Duties of the Parties Related to Approval.** Promptly upon execution of this Agreement, Plaintiff Flores shall file the motion for approval of the proposed Settlement and for the entry of an order approving this Settlement as required by Labor Code section 2699(l) in the Flores matter, SDSC Case No. 37-2022-00052523-CU-OE-CTL). The approval motion will request Court approval of the following: (1) the terms of this Agreement, (2) PAGA Counsel's Fees and PAGA Counsel's Costs, (3) payments to Aggrieved Employees and the LWDA, (4) payment to the Settlement Administrator, and (5) Final Judgment. In conjunction with the approval motion, Plaintiff shall submit a proposed Final Judgment to the Court in addition to all requests for dismissal of any and all remaining claims in all applicable tribunals.

15. **Interim Stay of Proceedings.** The Parties agree to refrain from further litigation of these matters, except such proceedings necessary to implement and obtain Final Judgment and/or dismissals as applicable.

16. **Invalid without Court Approval.** In the event this Agreement is not approved by the Court, it shall be deemed null and void, of no force and effect, and of no probative or evidentiary value, and the Parties hereto represent, warrant, and covenant that it will not be used or referred to for any purpose whatsoever. In the event the Agreement does not become final for any reason, this Agreement shall be null and void and any order entered by the Court in furtherance thereof shall be treated as void *ab initio*. In such a case, the Parties shall return to the status quo as if they had not entered into this Agreement. The Settlement Administrator will be paid by Defendant for its costs through the date it is notified the Settlement will not proceed.

17. **Non-Admission of Wrongdoing.** The Parties agree this Agreement does not constitute an admission by Defendant or any Released Party, of any of the matters alleged in the Lawsuits or of any violation by any of them of any federal, state or local law, ordinance or regulation, or of any violation of any policy or procedure, or of any liability or wrongdoing whatsoever. Neither this Agreement nor anything in this Agreement shall be construed to be or shall be admissible in any

proceeding as evidence of liability or wrongdoing by Plaintiffs, Defendant or the Released Parties. Defendant, however, agrees to revisit its employment practices in light of this litigation and take corrective measures where reasonable.

18. **Waiver and Amendment.** The Parties may not waive, amend, or modify any provision of this Agreement except by a written agreement signed by all of the Parties, and subject to any necessary Court approval. A waiver or amendment of any provision of this Agreement will not constitute a waiver of any other provision.

19. **Covenants and Representations.** Plaintiffs represent and warrant they have not assigned or transferred or purported to assign or transfer, to any person or entity, any claim, right, liability, demand, obligation, expense, action, or causes, or portion thereof, or interest therein, which is or may be subject to this Settlement. Plaintiffs acknowledge they have read this Settlement, fully understand their rights, privileges, and duties under the Settlement, and enter into this Settlement freely and voluntarily, and without duress. Plaintiffs further acknowledge they had the opportunity to consult with their attorney to explain the terms of this Settlement and the consequences of signing this Settlement.

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

21. **Enforcement.** The Parties agree that following entry of the Final Judgment, this Agreement shall be enforceable by the Court and the Court shall retain exclusive and continuing jurisdiction of the Lawsuit over all Parties and the Aggrieved Employees to interpret and enforce the terms, conditions, and obligations of the Agreement pursuant to California Code of Civil Procedure section 664.6. In the event that one or more of the Parties to this Settlement institutes any legal action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement or to declare rights and/or obligations under this Settlement, the successful Party or Parties shall be entitled to recover from the

unsuccessful Party or Parties reasonable attorney's fees and costs, including expert witness fees incurred in connection with any enforcement actions.

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

23. **Entire Agreement.** This Agreement contains the entire agreement between the Parties with respect to the transactions contemplated hereby, and supersedes all negotiations, presentations, warranties, commitments, offers, contracts and writings before the date hereof relating to the subject matters hereof. Any representation, promise or agreement not specifically included in this Agreement shall not be binding upon or enforceable against either Party. This is a fully integrated agreement. No other promises or agreements shall be binding or shall modify this Agreement unless in writing and signed by the Parties.

24. **Severability.** If any provision of this Agreement or the application thereof is held invalid, the invalidity shall not affect other provisions or applications of the Agreement that can be given effect without the invalid provisions or application, and to this end, the provisions of this Agreement are declared to be severable. Notwithstanding the foregoing, no portion of any release contained herein may be deemed severed or deleted from this Agreement, except upon waiver in writing by the applicable Released Party.

25. **Confidentiality.** Plaintiffs and Plaintiffs' counsel agree they have not and will not publish the Settlement. In response to any inquiries, Plaintiffs will state that "the case was resolved, and it was resolved confidentially." Plaintiffs' counsel shall not report the Settlement in any medium or in any publication, shall not post or report anything regarding the claims of Plaintiffs or the PAGA Group or the Settlement on its website, and shall not contact any reporters or media regarding the Settlement. Despite this provision, Plaintiffs' counsel can discuss the Settlement with Plaintiffs, the PAGA Group, and in any filings with the Court.

26. **No Construction Against the Drafter.** Each Party has cooperated in the drafting and preparation of this Agreement. Hence, in any construction to be made of this Agreement, the same shall not be construed against any Party on the basis that the Party was the drafter.

27. **Choice of Law.** This Agreement shall be deemed to have been executed and delivered within the State of California, and the rights and obligations

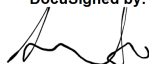
of the Parties hereunder shall be construed and enforced in accordance with, and governed by, the laws of the State of California without regard to principles of conflict of laws.

**28. Counterparts.** This Agreement may be executed by one or more of the Parties on any number of separate counterparts and delivered electronically, and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

**29. Cooperation.** Each Party, on behalf of themselves, and their respective business entities, heirs, executors, and assigns, agrees they will abide by this Agreement and will do all such acts, and prepare, execute, and deliver all such documents, as may be reasonably required to carry out the stated objectives of this Agreement.

**30. Electronic Signature.** Each Party specifically agrees that an electronic signature shall have the same force and effect as a signed original of the Agreement, and the Parties may use DocuSign, an electronic signature technology, to expedite the execution of this Agreement pursuant to California Civil Code Section 1633.7.

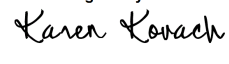
Dated: 5/20/2024  
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Plaintiff ARMANDO FLORES

Dated: 5/20/2024  
\_\_\_\_\_

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Plaintiff LLOYD DOZIER

Dated: \_\_\_\_\_

DocuSigned by:  
  
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Defendant Evolution Hospitality, LLC  
By: \_\_\_\_\_  
vice President

Its: 5/22/2024  
\_\_\_\_\_

# **EXHIBIT 1**

**Thomas D. Rutledge**  
Attorney-at-Law  
16956 Via de Santa Fe, Suite 1847  
Rancho Santa Fe, California 92091-4606  
Telephone (619) 886-7224  
thomasrutledgelaw@gmail.com

October 11, 2022

File No. 731.01

**VIA INTERNET UPLOAD**

Director  
California Labor & Workforce Development Agency  
800 Capitol Mall, Suite 5000 (MIC-55)  
Sacramento, California 95814

**VIA CERTIFIED MAIL (HAND RECEIPT REQUESTED)(70210350000188018303)**

President/HR  
Evolution Hospitality, LLC  
1211 Puerto Del Sol, Suite 170  
San Clemente, California 92673

**VIA CERTIFIED MAIL (HAND RECEIPT REQUESTED)(70210350000188018310)**

Aimbridge Hospitality, LLC  
5301 Headquarters Drive  
Plano, Texas 75024

**VIA CERTIFIED MAIL (HAND RECEIPT REQUESTED)(70210350000188018327)**

Evolution Hospitality Employee Services LLC  
5501 Headquarters Drive  
Plano, Texas 75024

**VIA CERTIFIED MAIL (HAND RECEIPT REQUESTED)(70210350000188018334)**

Aimbridge Employee Service Corp.  
5851 Legacy Circle, Suite 400  
Plano, Texas 75024

**VIA CERTIFIED MAIL (HAND RECEIPT REQUESTED)(70210350000188018341)**

Aimbridge Parent, Inc.  
5851 Legacy Circle, Suite 400  
Plano, Texas 75024

***Re: Flores, et al. v. Evolution Hospitality, et al.***

Dear Sir or Madam:

This office represents Armando Flores (Plaintiff). Accordingly, we are informing you of our representation and ask that all further communication regarding this matter be directed to my attention at the address located on this letterhead and that no contact be made directly with our client. This letter is sent pursuant to the Private Attorneys General Act (PAGA) pursuant to Labor Code §§ 2698, 2699, *et seq.*

**I. FACTS & NATURE OF THE DISPUTE**

This is a representative action seeking penalties for Defendants' violations of various California Labor Code provisions. The details of our client's claims are discussed in the enclosed draft Complaint, which allegations are incorporated by reference as though set forth herein.

**II. § 2699, et seq., LABOR CODE VIOLATIONS**

Our client has numerous legal claims against the abovementioned parties. In summary, Defendants wantonly, intentionally, and willfully refused to provide Plaintiff's personnel file and payroll records despite multiple written attempts to obtain them. Further, Defendants issued confusing wage and earning statements to the Plaintiff. Moreover, Defendants unlawfully underpaid paid Plaintiff overtime compensation, committed meal and rest break violations, failed to reimburse its employees for work-related expenses, among other things.

The details of our client's Labor Code § 2699 claims are discussed in the enclosed draft Complaint, which allegations are incorporated by reference and incorporated herein as though set forth herein. These violations include all California Labor Code provisions including but not limited to violations of Labor Code subdivision (k) of Section 96, Sections 98.6, 201, 201.3, 201.5, 201.7, 202, 203, 203.1, 203.5, 204, 204a, 204b, 204.1, 204.2, 205, 205.5, 206, 206.5, 208, 209, and 212, subdivision (d) of Section 213, Sections 221, 222, 222.5, 223, and 224, paragraphs (1) to (5), inclusive, (7), and (9) of subdivision (a) of Section 226, Sections 226.7, 227, 227.3, 230, 230.1, 230.2, 230.3, 230.4, 230.7, 230.8, and 231, subdivision (c) of Section 232, subdivision (c) of Section 232.5, Sections 233, 234, 351, 353, and 403, subdivision (b) of Section 404, Sections 432.2, 432.5, 432.7, 435, 450, 510, 511, 512, 513, 551, 552, 601, 602, 603, 604, 750, 751.8, 800, 850, 851, 851.5, 852, 921, 922, 923, 970, 973, 976, 1021, 1021.5, 1025, 1026, 1101, 1102, 1102.5, and 1153, subdivisions (c) and (d) of Section 1174, Sections 1194, 1197, 1197.1, 1197.5, and

1198, subdivision (b) of Section 1198.3, Sections 1199, 1199.5, 1290, 1292, 1293, 1293.1, 1294, 1294.1, 1294.5, 1296, 1297, 1298, 1301, 1308, 1308.1, 1308.7, 1309, 1309.5, 1391, 1391.1, 1391.2, 1392, 1683, and 1695, subdivision (a) of Section 1695.5, Sections 1695.55, 1695.6, 1695.7, 1695.8, 1695.9, 1696, 1696.5, 1696.6, 1697.1, 1700.25, 1700.26, 1700.31, 1700.32, 1700.40, and 1700.47, Sections 1735, 1771, 1774, 1776, 1777.5, 1811, 1815, 2651, and 2673, subdivision (a) of Section 2673.1, Sections 2695.2, 2800, 2801, 2802, 2806, and 2810, subdivision (b) of Section 2929, and Sections 3073.6, 6310, 6311, and 6399.7.

### III. CONCLUSION

Please take notice this letter is intended to exhaust the pre-litigation requirements set forth under California Labor Code §§ 2699, *et seq.* By law, an employee alleging a violation of one of the above referenced sections must notify his or her employer and the Labor and Workforce Development Agency (LWDA) before he or she can invoke the provisions of § 2699, *et seq.*, by seeking redress in court. (Labor Code § 2699.3(a)(1).) The LWDA must then notify the employer and the employee within the time required by statute regarding whether it intends to investigate the alleged violation. (Labor Code § 2699.3(a)(2)(B).) If the LWDA advises it will not investigate, or if no notice is provided within the time required by statute, the employee may file a lawsuit invoking the provisions under Labor Code § 2699. (Labor Code § 2699.3(a)(2)(A).) It is the intention of this office to file a civil complaint and to bring the appropriate claims under Labor Code § 2699 seeking the remedies for the Labor Code violations referenced in this letter and its enclosure should your office not address these matters within the proscribed time.

We write this letter subject to and without waiver of our client's rights and remedies, all of which we expressly reserve. This letter is not an express statement of all facts and circumstances concerning this matter.

Very truly yours,

*Thomas D. Rutledge*  
/s/Thomas D. Rutledge

Enclosure

Cc: Armando Flores (via e-mail)  
James J. McDonald, Esquire (via e-mail)

## **ENCLOSURE 1**

Thomas D. Rutledge (SBN 200497)  
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Telephone: (619) 886-7224  
thomasrutledgelaw@gmail.com

Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF SAN DIEGO-CENTRAL DIVISION

ARMANDO FLORES, individually and  
on behalf of himself and others  
similarly situated and the State of  
California pursuant to the Private  
Attorneys General Act ("PAGA"),

Plaintiffs,  
an individual,  
Plaintiff,

vs.

EVOLUTION HOSPITALITY, LLC, a  
California limited liability company;  
AIMBRIDGE HOSPITALITY, LLC, a  
Delaware limited liability company;  
EVOLUTION HOSPITALITY  
EMPLOYEE SERVICES LLC, a  
Delaware  
limited liability company; AIMBRIDGE  
EMPLOYEE SERVICE CORP., a Texas  
Corporation; AIMBRIDGE PARENT,  
INC., a Delaware corporation;  
and DOES 1 through 10 inclusive

Defendants.

Case No.: 37-2022-00028728-CU-OE-  
CTL

Dept.: C-687  
Judge: Hon. Richard S. Whitney  
Eddie C. Sturgeon

PLAINTIFF'S FIRSTSECOND  
AMENDED COMPLAINT FOR:

1. Failure to Provide Access to  
Employee Personnel Records (Cal.  
Labor Code §§ 226, 432, and  
1198.5);
2. PAGA Claim for Failure to Pay  
State Minimum/Regular Wages;
3. PAGA Claim for Failure to Pay  
State Overtime Wages;
4. PAGA Claim for Failure to Timely  
Pay Wages;
5. PAGA Claim for Meal and Rest  
Break Labor Code Violations;
6. PAGA Claim for Inaccurate Wage  
Statements;
7. PAGA Claim for Failure to  
Maintain Payroll Records;
8. PAGA Claim for Failure to  
Reimburse Business Expenses in  
Violation of California Labor  
Code § 2802; and

FIRSTSECOND AMENDED COMPLAINT-Flores, et al. v. Evolution Hospitality, LLC, et al.

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## 9. Miscellaneous PAGA Claims,

1.

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Complaint Filed: July 21, 2022

Trial Date: None

Plaintiff ARMANDO FLORES on behalf of himself and acting for the interests  
of other current and former employees (cumulatively "Plaintiffs" or "Aggrieved  
Employees") ("Plaintiff") alleges the following:

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### NATURE OF THE ACTION

1. Plaintiff seeks, among other things, penalties, injunctive, and declaratory relief for Defendants' failure to timely provide his personnel file and payroll records.

2. Pursuant to Labor Code Private Attorney General Act ("PAGA"), §§  
2698, 2699 of the California Labor Code, Plaintiffs also bring this representative  
action against Defendants for violations of the California Labor Code and the  
Industrial Welfare Commission Wage Orders (the "IWC Wage Orders"). Despite  
Plaintiff's written request for access to his records, Plaintiff's employer knowingly,  
willfully, and intentionally violated Plaintiff's rights by failing to send his records in a  
timely manner.

3. With the exception only of the first cause of action, Plaintiffs bring this  
action seeking only civil penalties (no wages and no individualized relief) via the  
PAGA, reasonable attorneys' fees, and costs within the meaning of *Esparza v. KS*  
*Indus., L.P.* (2017) 13 Cal.App.5th 1228. By this action, Plaintiff seeks penalties,

- 2 -

~~FIRST~~SECOND AMENDED COMPLAINT-Flores, et al. v. Evolution Hospitality, LLC, et al.

1 ~~damages, declaratory, and injunctive relief requiring Defendants to provide Plaintiff~~  
2 ~~with full access to records Defendants must provide per the Labor Code.~~

### 3 **THE PARTIES**

4 4. Plaintiff ARMANDO FLORES is an individual residing in California.

5 5. Defendant EVOLUTION HOSPITALITY, LLC is a California limited  
6 liability corporation doing business in San Diego County, California.

7 6. Defendant EVOLUTION HOSPITALITY, LLC is a California limited  
8 liability corporation doing business in San Diego County, California.

9 7. Defendant AIMBRIDGE HOSPITALITY, LLC is a Delaware limited  
10 liability corporation doing business in San Diego County, California.

11 8. Defendant EVOLUTION HOSPITALITY SERVICES, LLC is a  
12 Delaware limited liability corporation doing business in San Diego County,  
13 California.

14 9. Defendant AIMBRIDGE EMPLOYEE SERVICE CORP. is a Texas  
15 corporation doing business in San Diego County, California.

16 5.10. Defendant AIMBRIDGE PARENT INC. is a Texas corporation doing  
17 business in San Diego County, California.

18 6.11. The true names and capacities, whether individual, corporate, associate,  
19 or otherwise of the Defendants named herein as DOES 1 through 10, are unknown to  
20 Plaintiff at this time. Plaintiff therefore sues said Defendants by such fictitious names  
21 pursuant to § 474 of the California Code of Civil Procedure. Plaintiff will seek leave  
22 to amend this Complaint to allege the true names and capacities of DOES 1 through  
23 10 when their names are ascertained. Plaintiff is informed and believes, and based  
24 thereon alleges, that each of the DOE Defendants is in some manner liable to Plaintiff  
25 for the events and actions alleged herein.

26 7.12. Unless otherwise specified by name, the named Defendants and DOES 1  
27 through 50 are collectively referred to as "DEFENDANT EMPLOYER."  
28

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1 13. All named Defendants and DOES 1 through 10 are collectively referred  
2 to as “Defendants.”

3 14. Plaintiffs are informed and believe, and based thereon allege, that each  
4 Defendant was acting as an agent, joint venturer, an integrated enterprise and/or alter  
5 ego for each of the other Defendants and each were co-conspirators with respect to the  
6 acts and the wrongful conduct alleged herein so that each is responsible for the acts of  
7 the other pursuant to the conspiracy and in proximate connection with the other  
8 Defendant(s).

9 15. Plaintiffs are informed and believe, and based thereon allege, that each  
10 Defendant was acting partly within and partly without the scope and course of their  
11 employment, and was acting with the knowledge, permission, consent, and ratification  
12 of every other Defendant.

13 16. Plaintiffs are informed and believe, and based thereon allege that each of  
14 the Defendants was an agent, managing general partner, managing member, owner, co-  
15 owner, partner, employee, and/or representative of each of the Defendants and was at  
16 all times material hereto, acting within the purpose and scope of such agency,  
17 employment, contract and/or representation, and that each of them is jointly and  
18 severally liable to Plaintiffs.

19 17. Plaintiffs are informed and believe, and based thereon allege that each of  
20 the Defendants is liable to Plaintiffs under legal theories and doctrines including but  
21 not limited to (1) joint employer; (2) integrated enterprise; (3) agency; and/or (4) alter  
22 ego, based in part, on the facts set forth below.

23 18. By way of example, according to EVOLUTION HOSPITALITY, LLC’s  
24 and AIMBRIDGE HOSPITALITY, LLC’s respective websites, Evolution Hospitality  
25 Evolution Hospitality became a wholly-owned subsidiary of Aimbridge Hospitality in  
26 2015. See “About Us | Evolution Hospitality,” available at  
27 <http://www.evolutionhospitality.com/about.php> and “History & Milestones –  
28 Aimbridge Hospitality | Aimbridge Hospitality”

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1 <https://www.aimbridgehospitality.com/history-and-milestones/> (last visited May 13,  
 2 2021).

3 19. According to Defendants' most recent "Statement of Information" forms  
 4 filed with the California Secretary of State, EVOLUTION HOSPITALITY, LLC;  
 5 AIMBRIDGE HOSPITALITY, LLC; EVOLUTION HOSPITALITY EMPLOYEE  
 6 SERVICES, LLC; and AIMBRIDGE EMPLOYEE SERVICE CORP. share the same  
 7 managers, members, and/or officers including, but not limited to: Gregory Moundas,  
 8 who serves as a manager and/or member of EVOLUTION HOSPITALITY, LLC and  
 9 EVOLUTION HOSPITALITY EMPLOYEE SERVICES, LLC, and as Secretary for  
 10 AIMBRIDGE EMPLOYEE SERVICE CORP.; and Elle Khoury, who serves as a  
 11 manager and/or member of EVOLUTION HOSPITALITY, LLC, and as Chief  
 12 Executive Officer for AIMBRIDGE EMPLOYEE SERVICE CORP.

13 20. On the California Secretary of State's website  
 14 (<https://businesssearch.sos.ca.gov/>), AIMBRIDGE HOSPITALITY, LLC and  
 15 AIMBRIDGE EMPLOYEE SERVICE CORP. share the same entity and mailing  
 16 address, "5851 Legacy Circle, Suite 400, Plano, TX 75024.

17 21. The named Defendants share the same agent for service of process, C T  
 18 CORPORATION SYSTEM (C0168406).

19 22. The named Defendants utilize the same standardized employment forms  
 20 and issue the same employment policies.

21 23. Plaintiffs are informed and believe, and based thereon allege, that each  
 22 of the named Defendants are part of an integrated enterprise and have acted or  
 23 currently act as the employer and/or joint employer of the Plaintiffs/Class Members  
 24 making each of them liable for the wage and hour violations alleged herein.

25 ~~8-24.~~ Plaintiffs are informed and believe, and therefore allege, that one, more  
 26 than one, or each of the named Defendants are liable to the Plaintiffs under legal  
 27 theories and doctrines including but not limited to (1) the common law joint employer  
 28 doctrine and/or (2) Labor Code § 2810.3 because at least one of these named

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Defendants worked as the central hub to an overall business operation by which the interrelationship between these Defendants makes each of the Defendants liable for the wage and hour violations alleged herein.

#### **JURISDICTION & VENUE**

9-25. Pursuant to Article VI, § 10 of the California Constitution, subject matter jurisdiction is proper in the Superior Court of California, County of San Diego, State of California because Plaintiff alleges claims arising under California law.

10-26. This Court has jurisdiction over the Defendants because each is an association, corporation, business entity, or individual that conducts substantial business in the State of California, County of San Diego.

27. Pursuant to § 395 of the California Code of Civil Procedure, venue is proper in the Superior Court of California for the County of San Diego because this is where the misconduct alleged in this Complaint occurred.

11-28. There is no basis for federal diversity jurisdiction in this action given that the State of California, as the real party in interest in this action, is not a “citizen” for purposes of satisfying diversity jurisdiction. (Urbino v. Orkin Servs. of Cal. (9th Cir. Cal. 2013) 726 F.3d 1118, 1123.)

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#### **GENERAL ALLEGATIONS**

29. Defendants provide hotel and resort management services in major metropolitan markets in the U.S.

30. Upon information and belief, Defendants maintain a single, centralized Human Resources (“HR”) department at their company headquarters in San Clemente, California, or Plano, Texas, which is responsible for the recruiting and hiring of new employees, and communicating and implementing Defendants’ company-wide policies, including timekeeping policies and meal and rest period policies, to employees throughout California.

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31. In particular, Plaintiff and other Aggrieved Employees, on information and belief, received the same standardized documents and/or written policies.

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32. Upon information and belief, the usage of standardized documents and/or written policies, including new-hire documents, indicate that Defendants dictated policies at the corporate level and implemented them company-wide, regardless of their employees' assigned locations or positions.

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33. Upon information and belief, Defendants set forth uniform policies and procedures in several documents provided at an employee's time of hire.

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34. Upon information and belief, Defendants maintain a centralized payroll department at their company headquarters in San Clemente, California, or Plano, Texas, which processes payroll for all non-exempt, hourly paid employees working for Defendants at their various locations and jobsites in California, including Plaintiff and other Aggrieved Employees.

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35. Based upon information and belief, Defendants issue the same formatted wage statements to all non-exempt, hourly paid employees in California, irrespective of their work locations.

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36. Upon information and belief, Defendants process payroll for departing employees in the same manner throughout the State of California, regardless of the manner in which each employee's employment ends.

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12-37. From about October 25, 2021, to about April 14, 2022, Defendants employed Plaintiff in San Diego County, California as a nonexempt employee and paid Plaintiff on an hourly basis in San Diego County.

38. On April 14, 2022, Defendants terminated Plaintiff's employment, but waited to April 19, 2022 tell him he was terminated on April 19, 2022.

### 13. Failure to Provide Records Claim.

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14-39. On or about June 14, 2022, Plaintiff, via counsel, sent correspondence to DEFENDANT EMPLOYER requesting to obtain access to Plaintiff's payroll records and employee personnel file to which Plaintiff received no response. A true and correct copy of the foregoing correspondence is attached hereto and marked as Exhibit 1.

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 Attorney-at-Law  
 16956 Via de Santa Fe, Suite 1847  
 Rancho Santa Fe, California 92091  
 Telephone: (919) 886-7224

1 15-40. On or about July 12, 2022, Plaintiff, via counsel, sent a second letter to  
 2 DEFENDANT EMPLOYER requesting to obtain access to Plaintiff's payroll records  
 3 and employee personnel file. A true and correct copy of the foregoing correspondence  
 4 is attached hereto and marked as Exhibit 2.

5 16-41. On July 12, 2022, Leticia Marquez, Human Resources Coordinator for  
 6 Aimbridge Hospitality sent an email to Plaintiff's Counsel that said, "Good afternoon  
 7 Mr. Rutledge, The Evolution corporate office in San Clemente did forward the  
 8 request for our former associate Lloyd Dozier last Friday, July 8 but not the request  
 9 for Armando Flores. I will work on gathering the information for both former  
 10 associates and have it to you by Monday, July 18; I hope that is acceptable. Thank  
 11 you."

12 17-42. On July 18, 2022, at the close of business at 5:15 p.m. Pacific Standard  
 13 Time, Plaintiff's Counsel sent an email to Ms. Marquez to ascertain the status of  
 14 Plaintiff's records.

15 18-43. Before the filing of this action, DEFENDANT EMPLOYER failed to  
 16 respond to Plaintiff's Counsel's email of July 18, 2022

17 44. On July 25, 2022, DEFENDANT EMPLOYER via counsel untimely  
 18 produced portions of the requested records.

19 19. — On October 3, 2022, DEFENDANT EMPLOYER via counsel untimely  
 20 produced more portions of the requested records, yet s

21 20. till Missing from DEFENDANT EMPLOYER's records production;  
 22 however, are copies a copy of the background report DEFENDANT  
 23 EMPLOYER procured on the Plaintiff's employee handbook, background  
 24 consent and authorization form(s), Form 2810.5, among other things.

25 45. Based on the foregoing, Plaintiff seeks the remedies set forth in this  
 26 Complaint.

27 Unpaid Overtime Wages,

28 46. Plaintiffs are informed and believe and based thereon allege that within

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1 the last year before the filing of this action and continuing to the present, and pursuant  
 2 to company policy and/or practice and/or direction, based on the policies  
 3 implemented and enforced by Defendants, Defendants regularly and systematically,  
 4 as a policy and practice, underpaid Plaintiffs and similarly situated employees'  
 5 overtime.

6 47. Plaintiffs are informed and believe and based thereon allege that not all  
 7 Aggrieved Employees were paid for all hours worked because all hours worked were  
 8 unrecorded.

9 48. This claim is premised, in part, on Defendants' written policies, one of  
 10 which concerned COVID prescreening checks Defendants' employees were required  
 11 to conduct "Before coming into work each day," making compliance with such a  
 12 policy off-the-clock unrecorded work. A true and correct copy of this written policy is  
 13 attached hereto and marked as **Exhibit 3** and incorporated herein by reference.

14 49. Plaintiffs are informed and believe and based thereon allege that  
 15 Plaintiffs' unpaid overtime claim is premised, in part, on Defendants' policy of failing  
 16 to pay Aggrieved Employees at a regular rate of pay, and corresponding overtime  
 17 rates of pay, that included as eligible income all income derived from incentive pay,  
 18 nondiscretionary bonuses, and/or other forms of compensation.

19 50. Plaintiffs are informed and believe and based thereon allege that  
 20 Defendants overtime payments to Aggrieved Employees did not include all forms of  
 21 renumeration to which they had a right to receive from the Defendants. (See § 49.1.1  
 22 of the California Division of Labor Standards and Enforcement Policies and  
 23 Interpretations Manual.).

24 51. Plaintiffs are informed and believe and based thereon allege that some  
 25 Aggrieved Employees earned such renumeration, including the various  
 26 nondiscretionary bonuses, but upon information and belief such renumeration was not  
 27 included in their regular rate of pay for purposes of overtime compensation during the  
 28 relevant pay periods.

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52. This claim is also premised, in part, on Plaintiffs' right to pursue all Labor Code claims on behalf of Aggrieved Employees per *Huff v. Securitas Security Services USA, Inc.* (2018) 23 Cal.App.5th 745.

**Unpaid Minimum/Regular Wages,**

53. Plaintiffs are informed and believe and based thereon allege that within the last year before the filing of this action and continuing to the present, and pursuant to company policy and/or practice and/or direction, Defendants, based on the policies implemented and enforced by Defendants, failed to pay Plaintiffs and Aggrieved Employees all their regular/minimum wages, in an amount to be proven at trial.

54. This claim is premised, in part, on Defendants' policy stated in **Exhibit 3** above and Defendants' corresponding failure to compensate Aggrieved Employees for this off the worksite labor.

55. This claim is also premised, in part, on Defendants' habit of contacting Aggrieved Employees after they had clocked out and went home due to unforeseen problems in the workplace where management contacted Aggrieved Employees off the clock to ask them questions about things that were occurring in the workplace in real time.

56. Plaintiffs are informed and believe and based thereon allege that Defendants knew or should have known that Aggrieved Employees had the right to receive at least minimum wages for compensation and that they were not receiving at least minimum wages for work that was required to be done off-the-clock.

57. In violation of the California Labor Code, Plaintiffs are informed and believe and based thereon allege that Defendants failed to pay non-party Aggrieved Employees minimum wages for work performed off-the-clock.

58. This claim is also premised, in part, on Plaintiff's right to pursue all Labor Code claims on behalf of Aggrieved Employees per *Huff v. Securitas Security Services USA, Inc.* (2018) 23 Cal.App.5th 745.

**Meal and Rests Break Claims,**

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59. Plaintiffs are informed and believe and based thereon allege that within the last year before the filing of this action, and pursuant to company policy and/or practice and/or direction, Defendants failed to permit Aggrieved Employees to take all their compliant off-duty meal and rest breaks during the required timeframe as required by law and failed to pay them premium pay in lieu thereof, in an amount to be proven at trial.<sup>4</sup>

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60. Plaintiffs are informed and believe and based thereon allege that Defendants had a habit of understaffing their hotel locations, which, coupled with hotel guest demands and heavy workloads, resulted in a failure to provide Aggrieved Employees with adequate meal period coverage.

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61. Plaintiffs are informed and believe and based thereon allege that Defendants had a practice of failing to schedule meal periods, which further caused Aggrieved Employees to not be relieved of their duties for compliant meal periods.

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62. Plaintiffs are informed and believe and based thereon allege that Aggrieved Employees worked through meal periods or had their meal periods

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interrupted because there were not enough employees on duty to handle the workload and attend to hotel guests, especially during peak hotel seasons.

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63. Moreover, Defendants required Aggrieved Employees (such as, for example, Lloyd Dozier) to respond to calls on their personal cellular phones from Defendants' management, including during unpaid meal periods, but did not compensate them for this time,

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64. Many times, in an amount to be proven at trial, Plaintiffs are informed and believe and therefore allege that in cases where Plaintiffs and Aggrieved Employees worked more than five and/or ten hours in a workday, they were deprived their right to take an uninterrupted meal break and Defendants failed to pay them premium pay for their missed or noncompliant meal breaks,

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65. Plaintiffs' rest break claim is premised on Defendants' policy that required Aggrieved Employees to work alone or under circumstances where taking a

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meal and rest break was impracticable because of Defendants' policies that required their workers to never leave Defendants company-owned trucks.

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66. As to the named Plaintiff specifically, he and his coworkers were required to keep a working radio Defendants provided with him on at all times in case something surfaced during the workday, which messages Plaintiff received sometimes interrupted his paid breaks.

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67. Because of Defendants' policy, Defendants prevented Aggrieved Employees from taking all their uninterrupted rest breaks to which they had the right to enjoy in an amount to be proven at trial, and Defendants failed to pay them premium pay as required under California law. (See *Augustus v. ABM Security Services* (2016) 2 Cal.5th 257.)

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68. This claim is also premised, in part, on Plaintiff's right to pursue all Labor Code claims on behalf of Aggrieved Employees per *Huff v. Securitas Security Services USA, Inc.* (2018) 23 Cal.App.5th 745.

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**Unreimbursed Work-Related Expense Claims.**

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69. Plaintiffs are informed and believe and based thereon allege that during all times relevant, and pursuant to company policy and/or practice and/or direction, Defendants required Aggrieved Employees (such as, for example, Lloyd Dozier) to use their cell phones and incur various other expenses associated with their work for Defendants.

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70. Plaintiffs allege that Defendants, via its managers, typically called, texted, and emailed many Aggrieved Employees' personal cell phones during working hours.

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71. Defendants issued the named Plaintiff's supervisor Lloyd Dozier, for example, a business card listing Mr. Dozier's personal cell phone as his contact number. A true and correct copy of Mr. Dozier's business card is attached hereto as Exhibit 4.

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72. Plaintiffs are informed and believe, and thereupon allege, that

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1 Defendants' requirement for employees to use their supplies and equipment to  
2 perform their work duties without reimbursement was an attempt to defray the costs  
3 onto its employees.

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4 73. Defendants passed the cost of doing business onto its employees by  
5 requiring, without reimbursement, their employees to purchase equipment, tools, and  
6 services necessary to perform work for Defendants.

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7 74. This claim is also premised, in part, on Plaintiff's right to pursue all  
8 Labor Code claims on behalf of Aggrieved Employees per *Huff v. Securitas Security*  
9 *Services USA, Inc.* (2018) 23 Cal.App.5th 745.

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10 **Erroneous Wage Statements in Violation of Labor Code § 226.**

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11 75. Plaintiffs are informed and believe and based thereon allege that during  
12 all times relevant, and pursuant to company policy and/or practice and/or direction  
13 and continuing to the present, and pursuant to company policy and/or practice and/or  
14 direction, Defendants issued confusing and inaccurate wage and earning statements to  
15 Plaintiffs, which wage and earning statements failed to identify their correct rates of  
16 pay and/or correct gross and net earnings during the applicable pay period.

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17 76. By way of example, attached hereto as **Exhibits 5 and 6** are confusing  
18 paystubs Defendants issued to the named Plaintiff covering the same pay period, but  
19 each reporting completely different gross and net pay amounts, and showing different  
20 pay dates.

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21 77. In addition to the foregoing stand-alone claim under Labor Code § 226,  
22 Plaintiffs' paystubs and those of similarly situated employees of Defendants were  
23 inaccurate because Defendants failed to pay them all wages, as alleged above,  
24 supporting a derivative claim under Labor Code § 226.

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25 78. This claim is also premised, in part, on Plaintiff's right to pursue all  
26 Labor Code claims on behalf of Aggrieved Employees per *Huff v. Securitas Security*  
27 *Services USA, Inc.* (2018) 23 Cal.App.5th 745.

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**Derivative PAGA Claims.**

79. Plaintiffs are informed and believe and based thereon allege that during all times relevant, and pursuant to company policy and/or practice and/or direction, Aggrieved Employees did not receive their final paychecks immediately upon involuntary termination or within 72 hours of voluntary separation, Defendants did not pay all final wages at the location of employment, and said final paychecks did not include all wages due to the employee.

80. In the case of the named Plaintiff specifically, Defendants decided to terminate him on April 14, 2022, but waited five days before informing him on or about April 19, 2022 that his employment was terminated and issuing him his last and final paycheck more than eight days late on April 22, 2022. See true and correct copies of Plaintiff's final paystub and Notice to Employee of Change in Relationship attached hereto as Exhibits 6 and 7 and incorporated herein by reference.

81. Based on the foregoing misconduct, Defendants paid Plaintiffs and Aggrieved Employees late in violation of Labor Code § 203.

**REPRESENTATIVE ACTION (i.e., PAGA) CLAIMS**

82. The duties and business activities of the Aggrieved Employees were essentially the same as the duties and activities of the Plaintiff described above.

83. This is a wage and hour representative action filed pursuant to PAGA, §§ 2698, 2699 generally consists of the following group:

**All current or former nonexempt employees who worked for the Defendants in the state of California from October 11, 2021 to the present.**

84. All members of the represented group will be referred to as the "Aggrieved Employees."

85. The "Representative Period" means from October 11, 2021 to the present.

86. Plaintiff further alleges, on information and belief, that Aggrieved

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1 Employees, did not receive all wages due at the time their employment ended with  
2 Defendants.

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3 87. On information and belief, Defendants' current and former employees  
4 were subject to wage and hour violations by Defendants, including failing to be paid  
5 for all wages due.

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6 88. California law provides that an employee may file an action against an  
7 employer for penalties in connection with violations of the Labor Code and Wage  
8 Orders provided the aggrieved employee file an action on behalf of him or herself and  
9 similarly situated current and former employees.

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10 89. At all material times, Defendants and DOES 1 through 50 were and/or  
11 are Aggrieved Employees' employers or persons acting on behalf of Aggrieved  
12 Employees' employer, within the meaning of California Labor Code § 558, who  
13 violated or caused to be violated, a section of Part 2, Chapter 1 of the California  
14 Labor Code or any provision regulating hours and days of work in any Order of the  
15 Industrial Welfare Commission and, as such, are subject to penalties for each  
16 underpaid employee as set for in Labor Code § 558.

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17 90. As set forth in further detail below, because of the analysis and  
18 investigation of the Plaintiffs' claims, Plaintiffs' attorneys sent letters to the  
19 California Labor and Workforce Development Agency (hereinafter referred to as  
20 "LWDA") and to Defendants informing Defendants of these claims and Plaintiffs'  
21 intent to pursue litigation.

22 **EXHAUSTION OF ADMINISTRATIVE REMEDIES**

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23 91. As to penalty claims under the Labor Code Private Attorney General  
24 Act, on October 11, 2022, Plaintiffs, et al., via counsel, sent correspondence to the  
25 LWDA and Defendants via certified U.S. Mail indicating that Plaintiffs are pursuing  
26 the claims alleged in this Complaint.

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27 92. By the time an amended Complaint is filed, the statutory period for  
28 Plaintiffs will have expired for the letter alleged above and the LWDA will not have

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served Plaintiffs with notice of intent to assume jurisdiction over the applicable penalty claims and did not provide notice as set forth in Labor Code § 2699.3 (a)(2)(A) within the statutory period.

93. Therefore, Plaintiffs will have exhausted Plaintiffs’ administrative remedies to pursue claims and remedies as authorized by PAGA.

94. The Causes of Action alleged herein are appropriately suited for a Representative Action under PAGA (Labor Code § 2698, *et seq.*) because:

- a. This action involves allegations of violations of provisions of the California Labor Code that provide for a civil penalty to be assessed and collected by the LWDA or any departments, divisions, commissions, boards, agencies, or employees;
- b. Plaintiffs are “aggrieved employees” because Plaintiffs were employed by the alleged violator and had one or more of the Labor Code violations alleged on this Complaint committed against them; and
- c. Plaintiffs have satisfied the procedural requirements of Labor Code § 2699.3, as set forth above.

~~24.95.~~

**FIRST CAUSE OF ACTION**

**Failure to Provide Access to Employee Personnel File  
and Payroll Records in Violation of  
California Labor Code §§ 226, 432, and 1198.5  
(Against all Defendants)**

~~22.96.~~ Plaintiff re-alleges and incorporates by reference the foregoing allegations, as though set forth herein.

~~23.97.~~ California Labor Code § 226, subdivision (b), requires employers doing business in the State of California to “afford current and former employees the right to inspect or copy records pertaining to their employment, upon a reasonable request

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1 to the employer...” and subdivision (c), requires employers to produce such records  
2 within “21 calendar days from the date of the request.”

3 ~~24.98.~~ Plaintiff maintains the records requested fall within the meaning of  
4 Labor Code § 226 because, among other reasons, the requested documents are  
5 “records pertaining to [his] employment.”

6 ~~25.99.~~ California Labor Code § 432, subdivision (b), requires employers doing  
7 business in the State of California to provide current, former employees, and  
8 applicants copies of all written instruments they sign upon request.

9 ~~26.100.~~ Plaintiff maintains the records requested fall within the meaning of  
10 Labor Code § 432 because some of the records requested constitute written  
11 instruments the Plaintiff signed.

12 ~~27.101.~~ California Labor Code § 1198.5, *et seq.*, similarly provides current and  
13 former employees the right to inspect their employee personnel records and requires  
14 the employer to provide the employee access to such records no later than 30 calendar  
15 days from the date the employer receives a written request.

16 ~~28.102.~~ Plaintiff maintains the records requested fall within the meaning of  
17 Labor Code § 1198.5, *et seq.* because they were part of and/or related to Plaintiff’s  
18 personnel file within the meaning of Labor Code § 1198.5.

19 ~~29.103.~~ As alleged above, Defendants did not provide Plaintiff timely access to  
20 Plaintiff’s employee personnel file and/or the records to which Plaintiff has the right  
21 to obtain within the meaning of the foregoing statutes in violation of the above  
22 described statutes and Defendants still refuse to produce all portions of the requested  
23 records.

24 ~~30.104.~~ Because of the statutory violations, Plaintiff suffered damages, in an  
25 amount to be determined according to proof at trial, but in no event less than \$750.

26 ~~31.105.~~ Further, Plaintiff is informed and believes and based thereon alleges  
27 that Defendants continues to withhold records required to be provided under the  
28 foregoing statutes (such as the background report Defendants procured on him) and

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1 asserts Plaintiff has been left without an adequate remedy at law, and has the right to  
2 obtain injunctive and/or declaratory relief from this Court including, but not limited  
3 to, an order by the Court requiring Defendants to turn over copies of Plaintiff's  
4 complete employee personnel file.

5 32.106. Plaintiff seeks the recovery of costs and attorney's fees as provided by  
6 applicable law, including but not limited to California Labor Code § 226, subdivision  
7 (h) and § 1198.5, subdivision (l).

8 107. Plaintiff seeks the recovery of penalties as provided by applicable law,  
9 including but not limited to California Labor Code §§ 226, subdivision (f) and 1198.5,  
10 subdivision (k).

11 **SECOND CAUSE OF ACTION**

12 **Representative Claim for PAGA Penalties**

13 **Via California Labor Code §§ 2698, 2699, et seq. for**

14 **Failure to Pay Local/State Minimum/Regular Wages**

15 **in Violation of California Labor Code § 1194, 1197, 1811, 1815, 1198, and the**

16 **applicable Industrial Welfare Commission ("IWC")**

17 **Wage Order, and Where applicable the Local Min. Wage Ordinance**

18 **(Against all Defendants)**

19 108. Plaintiffs re-allege and incorporate by reference the foregoing  
20 allegations, as though set forth herein.

21 109. Pursuant to Labor Code §§ 1194, 1197, 1197.1, 1811, 1815, and 1198,  
22 it is unlawful for a California employer to suffer or permit an employee to work  
23 without paying wages for all hours worked, as required by the applicable Industrial  
24 Welfare Commission ("IWC") Wage Order.

25 110. During all times relevant, the law required Defendants to pay Plaintiffs  
26 and other members of the Aggrieved Employees their respective hourly rate for all  
27 hours worked and/or minimum wages per state law or applicable local law.

28 111. During all times relevant, at least one of the IWC Wage Orders

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1 applied to Plaintiffs’ employment with Defendants.

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2 112. Pursuant to the applicable Wage Order, “hours worked” include the  
3 time during which an employee is “suffered or permitted to work, whether or not  
4 required to do so.”

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5 113. Under state and, where appropriate, local law, every employer must  
6 pay each nonexempt employee minimum wages. (See, e.g., San Diego Mun. Code,  
7 Ch. 3, Art. 9, Div. 1; Los Angeles County Minimum Wage Ordinance (Chap. No.  
8 8.100.010, et seq.); Sacramento Minimum Wage Ordinance, etc.)

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9 114. Plaintiffs are informed and believe, and based thereon allege, that  
10 during the relevant period Defendants did not pay Aggrieved Employees  
11 minimum/regular wages for all hours suffered or permitted to work in violation of  
12 state and/or local law and/or prevailing wage law.

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13 115. Labor Code § 1194 subdivision (a) permits an action to recover wages  
14 because of the payment of a wage less than the minimum wage “applicable to the  
15 employee” including attorneys’ fees, costs, and interest.

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16 116. At all material times, Defendants were and/or are Aggrieved  
17 Employees’ employers or persons acting on behalf of Aggrieved Employees’  
18 employer, within the meaning of California Labor Code §§ 558 and 558.1, who  
19 violated or caused to be violated, a section of Part 2, Chapter 1 of the California  
20 Labor Code or any provision regulating hours and days of work in any Order of the  
21 Industrial Welfare Commission and, as such, are subject to civil penalties for each  
22 underpaid employee as set for in Labor Code § 558.

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23 117. In committing the violations of state law as herein alleged, Plaintiffs  
24 are informed and believe based there upon allege that Defendants have knowingly and  
25 willfully refused to perform their obligations to compensate Aggrieved Employees for  
26 all wages earned and all hours worked.

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27 118. As a direct result, Plaintiffs are informed and believe, and based  
28 thereon allege, that Aggrieved Employees have suffered and continue to suffer,

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substantial losses related to the use and enjoyment of such compensation, wages, lost interest on such monies and expenses and attorneys' fees in seeking to compel Defendants to fully perform their obligations under state and/or local law.

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119. Labor Code § 2699, *et seq.* imposes upon Defendants, and each of them, a penalty of one hundred dollars (\$100.00) for each aggrieved employee per pay period for the initial violation and two hundred (\$200.00) for each aggrieved employee per pay period for each subsequent violation in which Defendants violated the minimum wage and/or regular wage provisions of the Labor Code, including but not limited to §§ 216, 218, 218.5, 558, 1194, 1197, 1197.1, 1771, 1774, 1776, 1811, 1815, 1182.12, 1194.2, 1197, and 1198 the exact amount of the applicable penalty is all in an amount to be shown according to proof at trial.

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120. Based on the foregoing, Plaintiffs seek all remedies pursuant to the PAGA in an amount to be proven at trial.

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**THIRD CAUSE OF ACTION**

**Representative Claim for PAGA Penalties**

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**Via California Labor Code §§ 2698, 2699, *et seq.* for**

**Failure to Pay State Overtime and/or Double-Time Compensation**

**in Violation of California Labor Code §§ 216, 218, 218.5, 225.5,**

**1182.12, 1194, 1194.2, 1197, 1197.1, 1811, 1815,**

**and the Applicable IWC Wage Order**

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**(Against all Defendants)**

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121. Plaintiffs re-allege and incorporate by reference the foregoing allegations, as though set forth herein.

122. California law requires an employer to pay each employee for the actual hours worked. (See Cal. Labor Code §§ 200, 226.)

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123. During all times relevant, one or more of the IWC Wage Orders applied to Plaintiffs' employment with Defendants.

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124. Pursuant to § 2(K) of the applicable Wage Order(s), including Wage

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1 Order 15, “hours worked” include the time during which an employee is “suffered or  
2 permitted to work, whether or not required to do so.”\*

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3 125. Pursuant to Labor Code §§ 510, 1194, 1194.2, and § 3 of the  
4 applicable Wage Order(s), for each hour (or fraction thereof) an employee works up  
5 to forty (40) hours in a week and eight (8) hours in a day, the employer must pay the  
6 employee’s regular hourly wage. For each hour (or fraction thereof) an employee  
7 works over forty (40) hours in a week or more than eight (8) hours in a workday the  
8 employer must pay the rate of one and a half times the employee’s regular hourly  
9 wage.

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10 126. For each hour (or fraction thereof) an employee works more than  
11 twelve (12) hours in one day or more than eight (8) hours a day on the seventh  
12 consecutive day of work, the employer must compensate the employee at the rate of  
13 no less than twice the regular rate of pay for that employee.

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14 127. During all times relevant, and pursuant to company policy and/or  
15 practice and/or direction, Defendants required Plaintiffs and the Aggrieved  
16 Employees to work more than 40 hours per week and/or eight hours in a workday and  
17 Defendants did not pay Aggrieved Employees all overtime compensation to which  
18 they should have received.

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19 128. According to § 49.1.1 of the California Division of Labor Standards  
20 and Enforcement Policies and Interpretations Manual, “In California, as with the  
21 federal FLSA, overtime is computed based on the regular rate of pay. The regular rate  
22 of pay includes many different kinds of remuneration, for example: hourly earnings,  
23 salary, piecework earnings, commissions, *certain bonuses*, and the value of meals and  
24 lodging.” (Emphasis added.)

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25 129. As alleged herein, Plaintiffs are informed and believe, and based  
26 thereon allege, that Defendants failed to pay Aggrieved Employees all overtime to  
27 which they had a right to receive.

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28 130. In committing the violations of state law as herein alleged, Plaintiffs

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are informed and believe, and based thereon allege, that Defendants have knowingly and willfully refused to perform their obligations to compensate Aggrieved Employees for all wages earned and all hours worked.<sup>4</sup>

131. At all material times, Defendants were and/or are Aggrieved Employees' employers or persons acting on behalf of Aggrieved Employees' employer, within the meaning of California Labor Code §§ 558 and 558.1, who violated or caused to be violated, a section of Part 2, Chapter 1 of the California Labor Code or any provision regulating hours and days of work in any Order of the Industrial Welfare Commission and, as such, are subject to penalties for each underpaid employee as set for in Labor Code § 558.

132. In committing the violations of state law as herein alleged, Plaintiffs are informed and believe, and based thereon allege, that Defendants have knowingly and willfully refused to perform their obligations to compensate Aggrieved Employees for all wages earned and all hours worked.

133. Labor Code § 2699, *et seq.* imposes upon Defendants, and each of them, a penalty of one hundred dollars (\$100.00) for each aggrieved employee per pay period for the initial violation and two hundred (\$200.00) for each aggrieved employee per pay period for each subsequent violation in which Defendants violated the overtime provisions of the Labor Code, including but not limited to §§ 510, 558 and 1194, the exact amount of the penalties sought is in an amount to be shown according to proof at trial.

134. Based on the foregoing, Plaintiffs seek all remedies pursuant to the PAGA in an amount to be proven at trial.

**FOURTH CAUSE OF ACTION**

**Representative Claim for PAGA Penalties**

**Via California Labor Code §§ 2698, 2699, *et seq.* for**

**Failure to Timely Pay Earned Wages Upon Separation of Employment in**

**Violation of California Labor Code §§ 201, 201.3, 202, 203, 204, 204b,**

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**218.5, 218.6, 256, 1198, and the applicable Wage Order**

(Against all Defendants)

135. Plaintiffs re-allege and incorporate by reference the foregoing allegations, as though set forth herein.

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

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

138. Labor Code § 203 provides, in pertinent part: "If an employer willfully fails to pay, without abatement or reduction, ... any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefore is commenced; but the wages shall not continue for more than 30 days. ..."

139. Pursuant to Labor Code § 204, "all wages ... earned by any person in any employment are due and payable twice during each calendar month, on days designated in advance by the employer as the regular paydays."

140. Pursuant to Labor Code § 204b, "Labor performed by a weekly-paid employee during any calendar week and prior to or on the regular payday shall be paid for not later than the regular payday of the employer for such weekly-paid employee falling during the following calendar week."

141. Based on the misconduct alleged above, Defendants did not properly pay Plaintiff and Aggrieved Employees pursuant to the requirements of Labor Code §§ 201, 202, 204 and/or 204b.

142. To date, Plaintiffs are informed and believe, and based thereon allege,

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Telephone: (919) 886-7224

1 that Defendants have not paid terminated all Aggrieved Employees all earned wages  
2 as required by law.

3 143. At all material times, Defendants and DOES 1 through 50 were and/or  
4 are Aggrieved Employees' employers or persons acting on behalf of Aggrieved  
5 Employees' employer, within the meaning of California Labor Code § 558, who  
6 violated or caused to be violated, a section of Part 2, Chapter 1 of the California  
7 Labor Code or any provision regulating hours and days of work in any Order of the  
8 Industrial Welfare Commission and, as such, are subject to penalties for each  
9 underpaid employee as set for in Labor Code § 558.

10 144. In committing the violations of state law as herein alleged, Plaintiffs are  
11 informed and believe, and based thereon allege, that Defendants have knowingly and  
12 willfully refused to perform their obligations to compensate Aggrieved Employees for  
13 all wages earned and all hours worked.

14 145. Labor Code § 2699, et seq. imposes upon Defendants, and each of them,  
15 a penalty of one hundred dollars (\$100.00) for each aggrieved employee per pay  
16 period for the initial violation and two hundred (\$200.00) for each aggrieved  
17 employee per pay period for each subsequent violation in which Defendants violated  
18 Labor Code §§ 201, 202, 203, 204, 204b, and 256.

19 146. Based on the foregoing, Plaintiffs seek all remedies pursuant to the  
20 PAGA in an amount to be proven at trial.

21 **FOURTH CAUSE OF ACTION**

22 **Representative Claim for PAGA Penalties**

23 **Via California Labor Code §§ 2698, 2699, et seq. for**

24 **Failure to Comply with the Meal and Rest Break Requirements Under Labor**  
25 **Code §§ 226.7, 512, 516, 1198, and the applicable IWC Wage Order**

26 **(Against all Defendants)**

27 147. Plaintiffs re-allege and incorporate by reference the foregoing  
28 allegations, as though set forth herein.

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1 148. At all relevant times herein set forth, the applicable IWC Wage Order  
 2 and California Labor Code sections 226.7, 512(a), 516, and 1198 were applicable to  
 3 Plaintiff's and 'Aggrieved Employees' employment by Defendants.

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4 149. At all relevant times herein set forth, California Labor Code section  
 5 512(a) provides that an employer may not require, cause, or permit an employee to  
 6 work for a period of more than five (5) hours per day without providing the  
 7 employee with a meal period of not less than thirty (30) minutes, except that if the  
 8 total work period per day of the employee is not more than six (6) hours, the meal  
 9 period may be waived by mutual consent of both the employer and the employee.

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10 150. Under California law, first meal periods must start after no more than  
 11 five hours. *Brinker Rest. Corp. v. Superior Court*, 53 Cal. 4th 1004, 1041-1042  
 12 (2012).

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13 151. At all relevant times herein set forth, California Labor Code sections  
 14 226.7, 512(a), 516, and 1198 provide that no employer shall require an employee to  
 15 work during any meal period mandated by an applicable order of the IWC.

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16 152. At all relevant times herein set forth, Labor Code sections 226.7,  
 17 512(a), 1198, and the applicable IWC Wage Order also require employers to provide  
 18 a second meal period of not less than thirty (30) minutes if an employee works over  
 19 ten (10) hours per day or to pay an employee one (1) additional hour of pay at the  
 20 employee's regular rate, except that if the total hours worked is no more than twelve  
 21 (12) hours, the second meal period may be waived by mutual consent of the  
 22 employer and the employee only if the first meal period was not waived.

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23 153. Under California law, an employer cannot evade meal period  
 24 requirements via the use of "on-duty" meal agreements because it understaffs its  
 25 locations. (*Abdullah v. U.S. Sec. Assocs.* (C.D. Cal. Jan. 11, 2011) 2011 U.S. Dist.  
 26 LEXIS 156685.)

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27 154. At all relevant times, the applicable IWC Wage Order provides that  
 28 "[e]very employer shall authorize and permit all employees to take rest periods,

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1 which insofar as practicable shall be in the middle of each work period” and that the  
 2 “rest period time shall be based on the total hours worked daily at the rate of ten (10)  
 3 minutes net rest time per four (4) hours or major fraction thereof” unless the total  
 4 daily work time is less than three and one-half hours.

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5 155. At all relevant times, California Labor Code section 226.7 provides  
 6 that no employer shall require an employee to work during any rest period mandated  
 7 by an applicable order of the California IWC. To comply with its obligation to  
 8 authorize and permit rest periods under California Labor Code section 226.7 and the  
 9 applicable IWC Wage Order, an employer must “relinquish any control over how  
 10 employees spend their break time, and relieve their employees of all duties—  
 11 including the obligation that an employee remain on call. A rest period, in short,  
 12 must be a period of rest.” (Augustus v. ABM Security Services, Inc. (2016) 2 Cal.5th  
 13 257, 269-270.)

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14 156. Based on the misconduct alleged in this Complaint, Plaintiffs are  
 15 informed and believe, and based thereon allege, that Defendants failed to pay  
 16 Aggrieved Employees premium pay for all their missed meal and rest breaks and  
 17 failed to comply with Labor Code §§ 226.7, 512, 516, and 1198.

18 157. Because of Defendants’ illegal pay practices, Plaintiffs are informed and  
 19 believe, and based thereon allege, that said Defendants failed to pay Aggrieved  
 20 Employees for all meal and rest breaks despite their requirement under California law  
 21 and, as such, all culpable Defendants are required to pay Aggrieved Employees for  
 22 rest break and/or meal break premium wages.

23 158. Plaintiffs are informed and believe, and based thereon allege, that  
 24 Defendants also failed to provide all Aggrieved Employees, legally-compliant meal  
 25 and rest periods, or compensation in lieu thereof, during their employment by said  
 26 Defendants.

27 159. Cal. Labor Code § 2699, et seq. imposes upon all culpable Defendants a  
 28 penalty of one hundred dollars (\$100.00) for each aggrieved employee per pay period

1 for the initial violation and two hundred (\$200.00) for each aggrieved employee per  
 2 pay period for each subsequent violation in which all culpable Defendants violated  
 3 Cal. Labor Code §§ 226.7 and 512, the exact amount of the applicable penalty is all in  
 4 an amount to be shown according to proof at trial.

5 160. Alternatively, to the extent that Defendants did pay other non-party  
 6 Aggrieved Employees one (1) additional hour of premium pay for missed rest  
 7 periods, Plaintiffs are informed and believe, and based thereon allege, that Defendants  
 8 did not pay other all Aggrieved Employees at the correct rate of pay for premiums  
 9 because Defendants failed to include all forms of compensation, such as incentive  
 10 pay, and/or nondiscretionary bonuses, and/or other forms of remuneration, in the  
 11 regular rate of pay.

12 161. Based on the foregoing, Plaintiffs seek all remedies pursuant to the  
 13 PAGA in an amount to be proven at trial.

#### 14 SIXTH CAUSE OF ACTION

#### 15 Representative Claim for PAGA Penalties

#### 16 Via California Labor Code §§ 2698, 2699, et seq. for

#### 17 Violations of California Labor Code §§ 226, 226.3, 226.6, 1198,

#### 18 and the applicable IWC Wage Order

#### 19 (Against all Defendants)

20 162. Plaintiffs re-allege and incorporate by reference the foregoing  
 21 allegations, as though set forth herein.

22 163. Plaintiffs allege that Labor Code § 226 subdivision (a) requires, in  
 23 pertinent part, that every employer shall, "semimonthly or at the time of each  
 24 payment of wages, shall furnish to his or her employees, either as a detachable part of  
 25 the check, draft, or voucher paying the employee's wages, or separately if wages are  
 26 paid by personal check or cash, an accurate itemized statement in writing showing (1)  
 27 gross wages earned, (2) total hours worked by the employee. . . (3) the number of  
 28 piece-rate units earned and any applicable piece rate if the employee is paid on a

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1 piece-rate basis, (4) all deductions, provided that all deductions made on written  
 2 orders of the employee may be aggregated and shown as one item, (5) net wages  
 3 earned, (6) the inclusive dates of the period for which the employee is paid, (7) the  
 4 name of the employee and only the last four digits of his or her social security  
 5 number..., (8) the name and address of the legal entity that is the employer. . . , and  
 6 (9) all applicable hourly rates in effect during the pay period and the corresponding  
 7 number of hours worked at each hourly rate by the employee and, beginning July 1,  
 8 2013, if the employer is a temporary services employer as defined in Section 201.3,  
 9 the rate of pay and the total hours worked for each temporary services assignment. . .”  
 10 (Labor Code § 226 subdivision (a).)

11 164. Upon information and belief, during all times relevant to this action,  
 12 Defendants did not provide accurate wage statements throughout the Aggrieved  
 13 Employees Period and, thus, Plaintiffs assert this claim both as a stand-alone claim  
 14 and derivative of their unpaid wage claims.

15 165. On numerous occasions, an exact amount by which will be proven at  
 16 trial, Defendants violated various provisions of § 226, including but not limited to  
 17 subdivisions (a)(1), (a)(2), (a)(4), (a)(5), and (a)(9) by failing to provide Plaintiffs and  
 18 the Aggrieved Employees accurate itemized statement in writing accurately showing  
 19 gross wages earned, total hours worked by the employee, net wages earned, rates of  
 20 pay, among other things.

21 166. Cal. Labor Code § 2699, et seq. imposes upon all culpable Defendants a  
 22 penalty of one hundred dollars (\$100.00) for each aggrieved employee per pay period  
 23 for the initial violation and two hundred (\$200.00) for each aggrieved employee per  
 24 pay period for each subsequent violation in which all culpable Defendants violated  
 25 the applicable Cal. Labor Code provisions alleged in this Complaint, the exact amount  
 26 of the applicable penalty is all in an amount to be shown according to proof at trial.

27 167. Pursuant to Labor Code § 2699, Plaintiffs and Aggrieved Employees  
 28 seek to recover from Defendants, and each of them, penalties, attorneys’ fees, and

costs incurred herein under §§ 226, 226.3, and 226.6 in an amount to be proven at trial.

### SEVENTH CAUSE OF ACTION

#### Representative Claim for PAGA Penalties

#### Via California Labor Code §§ 2698, 2699, et seq. for

#### For Failure to Maintain Required Records in Violation of California Labor Code §§ 1174 and the Applicable Wage Order and/or § 1198

(Against All Defendants)

168. Plaintiffs re-allege and incorporate by reference the foregoing allegations, as though set forth herein.

169. As a separate and distinct cause of action, Plaintiff re-alleges and incorporates by reference, as though fully set forth herein, all the allegations contained in this Complaint, excepting those allegations that are inconsistent with this cause of action.

170. Section 7 of the typical Wage Order requires every employer to maintain time and payroll records.

171. Plaintiffs are informed and believe and based thereon alleges that during all times relevant, Defendants failed to comply with § 7 of the applicable IWC Orders and with Labor Code § 1174 by failing to maintain certain records which employers are required to maintain, including but not limited to, an accurate record indicating the number hours worked by the Plaintiffs.

172. Cal. Labor Code § 2699, et seq. imposes upon all culpable Defendants a penalty of one hundred dollars (\$100.00) for each aggrieved employee per pay period for the initial violation and two hundred (\$200.00) for each aggrieved employee per pay period for each subsequent violation in which all culpable Defendants violated the applicable Cal. Labor Code provisions alleged in this Complaint, the exact amount of the applicable penalty is all in an amount to be shown according to proof at trial.

173. For the reasons alleged herein, Plaintiffs seek all available remedies

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pursuant to PAGA in an amount to be proven at trial including but not limited to penalties, attorneys' fees, costs, and interest pursuant to law.

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**EIGHTH CAUSE OF ACTION**

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**Representative Claim for PAGA Penalties**

**Via California Labor Code §§ 2698, 2699, et seq. for**

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**Failure to Failure to Indemnify/Reimburse Business Expenses in Violation of California Labor Code §§ 2802, 1198, and the Applicable Wage Order**

(Against all Defendants)

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174. Plaintiffs re-allege and incorporate by reference the foregoing allegations, as though set forth herein.

175. California Labor Code § 2802 requires employers to indemnify their employees for expenses and losses incurred while discharging their duties or obedience to the directions of their employer.

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176. California Labor Code § 2804 mandates that this statutory right cannot be waived.

177. The Aggrieved Employees incurred losses in obedience to the directions of Defendants including but not limited to cell phone expenses.

178. Upon information and belief, Defendants maintained no policy of reimbursement of such expenses, and refused to reimburse said expenses.

179. Plaintiffs are informed and believe, and based thereon allege, that Defendants required some Aggrieved Employees to purchase and provide their own equipment, services, and supplies to work for Defendants.

180. Plaintiffs are informed and believe and based thereon allege that during the relevant timeframe, Defendants had a company-wide policy of requiring other Aggrieved Employees to travel to medical facilities on their own time and using their personal vehicles to obtain mandatory drug testing and/or physical examinations, but did not reimburse them for their travel expenses, including mileage.

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181. Plaintiffs are informed and believe and based thereon alleges that

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Defendants were in control of scheduling the date and time for the testing and/or physical examinations, selecting the provider or facility where the testing and/or physical examinations were to take place, and determining the scope of the testing and/or physical examinations.

182. Plaintiffs are informed and believe and based thereon alleges that Defendants gave other Aggrieved Employees strict instructions to obtain drug testing and/or physical examinations, and other Aggrieved Employees underwent the testing and/or physical examinations for the sole benefit of Defendants.

183. Plaintiffs are informed and believe and based thereon alleges that although Defendants required other Aggrieved Employees to use their own vehicles or obtain alternate transportation to undergo drug testing and/or physical examinations, Defendants never reimbursed them for their travel expenses.

184. As a direct result of Defendants' violations of California Labor Code § 2802, many Aggrieved Employees suffered and continue to suffer substantial losses related to unpaid expenses, the use and enjoyment of monies owed, lost interest on monies owed, and attorneys' fees in an amount to be proven at the time of trial.

185. Defendants derived an unjust and inequitable economic benefit in failing to comply with the law regarding indemnification and reimbursement of employees.

186. Cal. Labor Code § 2699, et seq. imposes upon all culpable Defendants a penalty of one hundred dollars (\$100.00) for each aggrieved employee per pay period for the initial violation and two hundred (\$200.00) for each aggrieved employee per pay period for each subsequent violation in which all culpable Defendants violated the applicable Cal. Labor Code provisions alleged in this Complaint, the exact amount of the applicable penalty is all in an amount to be shown according to proof at trial.

187. For the reasons alleged herein, Plaintiffs seek all available remedies pursuant to PAGA in an amount to be proven at trial including but not limited to penalties, attorneys' fees, costs, and interest pursuant to law.

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**NINTH CAUSE OF ACTION**

**Individual and Representative Claim for PAGA Penalties**

**Under California Labor Code §§ 2698, 2699, et seq. for**

**Individual and Representative Claim for PAGA Penalties and Wage**  
**Under California Labor Code §§ 2698, 2699, et seq. for Violations of California**  
**Labor Code subdivision (k) of Section 96, Sections 98.6, 201.5, 201.7, 203.1,**  
**203.5, 204a, 204.1, 204.2, 205, 205.5, 206, 206.5, 208, 209, and 212, subdivision (d)**  
**of Section 213, Sections 221, 222, 222.5, 223, 224, 227, 227.3, 230, 230.1, 230.2,**  
**230.3, 230.4, 230.7, 230.8, and 231, subdivision (c) of Section 232, subdivision (c)**  
**of Section 232.5, Sections 233, 234, 245-249, 351, 353, and 403, subdivision (b) of**  
**Section 404, Sections 432.2, 432.5, 432.7, 435, 450, 511, 513, 551, 552, 601, 602,**  
**603, 604, 750, 751.8, 800, 850, 851, 851.5, 852, 921, 922, 923, 970, 973, 976, 1021,**  
**1021.5, 1025, 1026, 1101, 1102, 1102.5, 1153, 1197.5, 1198 via the applicable Wage**  
**Order, subdivision (b) of Section 1198.3, Sections 1199.5, 1290, 1292, 1293,**  
**1293.1, 1294, 1294.1, 1294.5, 1296, 1297, 1298, 1301, 1308, 1308.1, 1308.7, 1309,**  
**1309.5, 1391, 1391.1, 1391.2, 1392, 1683, and 1695, subdivision (a) of Section**  
**1695.5, Sections 1695.55, 1695.6, 1695.7, 1695.8, 1695.9, 1696, 1696.5, 1696.6,**  
**1697.1, 1700.25, 1700.26, 1700.31, 1700.32, 1700.40, 1700.47, 1735, 1777.5, 2651,**  
**and 2673, subdivision (a) of Section 2673.1, Sections 2695.2, 2800, 2801, 2806,**  
**and 2810, subdivision (b) of Section 2929, and Sections 3073.6, 6310, 6311, and**  
**6399.7 and the Applicable Wage Order**

**(Against all Defendants)**

**188. Plaintiffs re-allege and incorporate by reference the foregoing allegations,**  
**as though set forth herein.**

**189. This claim is also premised on Plaintiffs' right to pursue all Labor Code**  
**claims on behalf of Aggrieved Employees per *Huff v. Securitas Security Services***  
***USA, Inc.* (2018) 23 Cal.App.5th 745.**

**190. Pursuant to Labor Code § 2699, any provision of the Labor Code that**

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1 provides for a civil penalty to be assessed and collected by the LWDA or any of its  
 2 departments, divisions, commissions, boards, agencies or employees for violation of  
 3 the code may, as an alternative, be recovered through a civil action brought by an  
 4 aggrieved employee on behalf of himself or herself and other current or former  
 5 employees pursuant to the procedures specified in Labor Code § 2699.3.

6 191. Plaintiffs are informed and believe, and based thereon allege, that  
 7 because of the acts alleged above and Defendants' violations of the Labor Code  
 8 provisions alleged herein, Plaintiffs are entitled to penalties under Labor Code §§  
 9 2698 and 2699.

10 192. Labor Code § 2699, et seq. imposes upon Defendants, and each of them,  
 11 penalties for violating Labor Code subdivision (k) of Section 96, Sections 98.6, 201.5,  
 12 201.7, 203.1, 203.5, 204a, 204.1, 204.2, 205, 205.5, 206, 206.5, 208, 209, and 212,  
 13 subdivision (d) of Section 213, Sections 221, 222, 222.5, 223, 224, 227, 227.3, 230,  
 14 230.1, 230.2, 230.3, 230.4, 230.7, 230.8, and 231, subdivision (c) of Section 232,  
 15 subdivision (c) of Section 232.5, Sections 233, 234, 245-249, 351, 353, and 403,  
 16 subdivision (b) of Section 404, Sections 432.2, 432.5, 432.7, 435, 450, 511, 513, 551,  
 17 552, 601, 602, 603, 604, 750, 751.8, 800, 850, 851, 851.5, 852, 921, 922, 923, 970,  
 18 973, 976, 1021, 1021.5, 1025, 1026, 1101, 1102, 1102.5, 1153, 1197.5, 1198 via the  
 19 applicable Wage Order, subdivision (b) of Section 1198.3, Sections 1199.5, 1290,  
 20 1292, 1293, 1293.1, 1294, 1294.1, 1294.5, 1296, 1297, 1298, 1301, 1308, 1308.1,  
 21 1308.7, 1309, 1309.5, 1391, 1391.1, 1391.2, 1392, 1683, and 1695, subdivision (a) of  
 22 Section 1695.5, Sections 1695.55, 1695.6, 1695.7, 1695.8, 1695.9, 1696, 1696.5,  
 23 1696.6, 1697.1, 1700.25, 1700.26, 1700.31, 1700.32, 1700.40, 1700.47, 1735, 1777.5,  
 24 2651, and 2673, subdivision (a) of Section 2673.1, Sections 2695.2, 2800, 2801,  
 25 2806, and 2810, subdivision (b) of Section 2929, and Sections 3073.6, 6310, 6311,  
 26 and 6399.7.

27 193. Labor Code § 558 establishes a civil penalty as follows: Any employer  
 28 or other person acting on behalf of an employer who violates, or causes to be violated,

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1 a section of this chapter or any provision regulating hours and days of work in any  
2 order of the Industrial Welfare Commission (including the “Hours and Days of Work”  
3 section of the Wage Order) shall be subject to a civil penalty of (1) for any initial  
4 violation, fifty dollars (\$50) for each underpaid employee for each pay period for  
5 which the employee was underpaid in addition to an amount sufficient to recover  
6 underpaid wages; (2) for each subsequent violation, one hundred dollars (\$100) for  
7 each underpaid employee for each pay period for which the employee was underpaid  
8 in addition to an amount sufficient to recover underpaid wages; and (3) wages  
9 recovered pursuant to this section shall be paid to the affected employee.

10 194. Plaintiffs seek penalties for Defendants’ conduct as alleged herein as  
11 permitted by law.

12 195. Plaintiffs are informed and believe, and based thereon allege, that as to  
13 the sick pay provisions under the Labor Code, to the extent that Defendants did pay  
14 Aggrieved Employees sick pay, Defendants did not pay other all Aggrieved  
15 Employees at the correct rate of pay for sick pay because Defendants failed to  
16 include all forms of compensation, such as incentive pay, and/or nondiscretionary  
17 bonuses, and/or other forms of remuneration, in the regular rate of pay.

18 196. As to Labor Code 432, 226, and 1198.5 claims asserted herein, Plaintiffs  
19 seeks to recover penalties via the PAGA for Defendants’ failure to provide personnel  
20 files and payroll records in the timely manner as described in detail above.

21 ~~33.197.~~ Pursuant to Labor Code § 2698, et seq., Plaintiffs seek to recover  
22 attorney’s fees, costs, civil penalties, and wages on behalf of Plaintiff and other  
23 current and former Represented Employees as alleged herein in an amount to be  
24 shown according to proof at trial and within the jurisdictional limits of this Court.

25 **PRAYER FOR RELIEF**

26 WHEREFORE, Plaintiffs prays for judgment against Defendants as follows:

- 27 1. That the Court find that Defendants’ violations as described above were  
28 willful;

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2. For all remedies available to Plaintiffs via Labor Code via § 2698, et seq. including an award of attorneys' fees, costs, interest, liquidated damages, damages, and penalties according to proof to the extent permitted by law;

4.3. For an order by the Court requiring Defendants, and each of them, to show cause, if any they have, why they should not be ordered to provide the named Plaintiff access to Plaintiff's complete employee personnel file ~~and payroll records~~;

2.4. For penalties and damages in an amount to be proven at trial, but in no event less than \$750;

~~3. For reasonable attorney's fees;~~

4.5. For costs of suit incurred herein and prejudgment interest;

5.6. For injunctive relief requiring Defendants to comply with the foregoing statutes;

6.7. For declaratory relief seeking an adjudication that Defendants violated the foregoing statutes; ~~and~~

7.8. For such other and further relief as the court deems just and proper.

Dated: October 11, 2022

Law Office of Thomas D.  
 Rutledge

By: Thomas D. Rutledge  
 /s/Thomas D. Rutledge  
 Attorney for Plaintiffs

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# Exhibit 1

**Thomas D. Rutledge**  
Attorney-at-Law  
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Rancho Santa Fe, California 92091-4606  
Tel.: 619-886-7224  
thomasrutledgelaw@gmail.com

June 14, 2022

File No. 741

**VIA U.S. MAIL AND EMAIL**  
**(development@evolutionhospitality.com)**

President/HR  
EVOLUTION HOSPITALITY, LLC  
1211 Puerto Del Sol, Suite 170  
San Clemente, California 92673

**Re: Personnel File and Payroll Records**

Dear Sir/Madame:

California law provides the recovery of attorneys' fees to former employees who are required to obtain a court order to access to their personnel records. Please do not disregard this letter.

This office has been asked by **Armando Flores** to obtain records on this person's behalf. This person was employed at your business in California.

Pursuant to the applicable provisions of the California Labor Code, we demand you immediately furnish me with copies of this person's personnel file and payroll records including, but not limited to, this person's wage and earning statements for each pay period for the last four years, time cards, time sheets and any other documents evidencing the hours this person worked with your company. We also demand you provide us this person's employment application, W-4s, W-2s, evidence of his/her accrued vacation time, earned commission, accrued sick leave, and pension benefits.

Please also provide me with a copy of your company's employee handbook, commission policy, bona fide commission plan, and policies regarding overtime compensation, meal and rest periods. Please leave nothing out even if this person never signed for this information.

Please also provide us with all information secured from this person or with authorization or permission granted by this person, including statements, photographs, investigative reports, bills, and so forth concerning anything in connection with his/her employment with your company. Please leave nothing out even if this person never signed for this information.

If there is an enforceable arbitration agreement this person signed, please provide us a copy. Otherwise, we will presume there is no requirement to arbitrate disputes with your company. If we commence litigation against you, we will oppose any motion to compel arbitration on grounds that you waived such a requirement because you ignored this request.

Please also provide us copies of each time sheet, time clock records, and all similar records evidencing each hour this person worked for your company. If you provide no such records, we will presume none exist.

The law requires you to provide the above requested information no more than 21 days from your notice of such a request. We expect to receive the requested information within **21 days** from the date of this letter.

Very truly yours,

*Thomas D. Rutledge*  
/s/Thomas D. Rutledge

Enclosures: Authorizations to Disclose Employee File

Cc: Armando Flores (via email)

FILE NO:

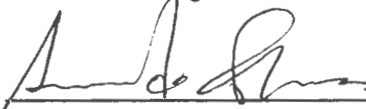
EMPLOYEE PERSONNEL RECORD RELEASE FORM

PERSONNEL DIRECTOR

To Whom It May Concern:

The undersigned hereby authorizes you to release to THOMAS D. RUTLEDGE, ESQUIRE, or any authorized representative thereof any information requested regarding my employment record including, but not limited to my pay records, employment application, personnel record, counseling record, and any other information relating to my employment.

DATE: 6/10/22

Signature: 

Print Name: Armando flores

Last Four Digits of SSN: 9751

# **Exhibit 2**

**Thomas D. Rutledge**  
Attorney-at-Law  
16956 Via de Santa Fe, Suite 1847  
Rancho Santa Fe, California 92091-4606  
Tel.: 619-886-7224  
thomasrutledgelaw@gmail.com

July 12, 2022

File No. 741

**VIA U.S. MAIL AND EMAIL**  
**(development@evolutionhospitality.com)**

President/HR  
EVOLUTION HOSPITALITY, LLC  
1211 Puerto Del Sol, Suite 170  
San Clemente, California 92673

**VIA U.S. MAIL AND EMAIL**  
**(privacy@aimhosp.com)**

President/HR  
Aimbridge Hospitality LLC  
5301 Headquarters Drive  
Plano, Texas 75024

**Re: Personnel File and Payroll Records**

Dear Sir/Madame:

**Warning: you are in violation of California law.** This is our third request for records. California law provides the recovery of attorneys' fees to former employees who are required to obtain a court order to access to their personnel records. Please do not disregard this letter.

This office has been asked by **Armando Flores** to obtain records on this person's behalf. This person was employed at your business in California.

Pursuant to the applicable provisions of the California Labor Code, we demand you immediately furnish me with copies of this person's personnel file and payroll records including, but not limited to, this person's wage and earning statements for each pay period for the last four years, time cards, time sheets and any other documents evidencing the hours this person worked with your company. We also demand you provide us this person's employment application, W-4s, W-2s, evidence of his/her accrued vacation time, earned commission, accrued sick leave, and pension benefits.

Please also provide me with a copy of your company's employee handbook, commission policy, bona fide commission plan, and policies regarding overtime compensation, meal and rest periods. Please leave nothing out even if this person never signed for this information.

Please also provide us with all information secured from this person or with authorization or permission granted by this person, including statements, photographs, investigative reports, bills, and so forth concerning anything in connection with his/her employment with your company. Please leave nothing out even if this person never signed for this information.

If there is an enforceable arbitration agreement this person signed, please provide us a copy. Otherwise, we will presume there is no requirement to arbitrate disputes with your company. If we commence litigation against you, we will oppose any motion to compel arbitration on grounds that you waived such a requirement because you ignored this request.

Please also provide us copies of each time sheet, time clock records, and all similar records evidencing each hour this person worked for your company. If you provide no such records, we will presume none exist.

Because the law requires you to provide the above requested information no more than 21 days from your notice of such a request and this is our second request, we expect to receive the requested information within **seven days** from the date of this letter. Otherwise, our client will explore all legal remedies available to them.

Very truly yours,

*Thomas D. Rutledge*  
/s/Thomas D. Rutledge

Enclosures: Authorizations to Disclose Employee File

Cc: Armando Flores (via email)

## **ENCLOSURE 1**

FILE NO:

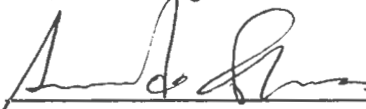
EMPLOYEE PERSONNEL RECORD RELEASE FORM

PERSONNEL DIRECTOR

To Whom It May Concern:

The undersigned hereby authorizes you to release to THOMAS D. RUTLEDGE, ESQUIRE, or any authorized representative thereof any information requested regarding my employment record including, but not limited to my pay records, employment application, personnel record, counseling record, and any other information relating to my employment.

DATE: 6/10/22

Signature: 

Print Name: Armando flores

Last Four Digits of SSN: 9751

# Exhibit 3



## COVID-19: Screening & Temperature Check Procedures

To reduce the risk of spreading the COVID-19 virus in and through the workplace and protect our employees and guests, the Company is implementing procedures for screening associates, including measuring the temperature of our associates and inquiring and observing whether our associates attempting to enter the Hotel have any symptoms of COVID-19 or related illness. These procedures are subject to change and modification based on updated CDC, state, and local requirements. By reporting to work and clocking in for each shift, each associate agrees to adhere to the below screening procedures.

### PRESCREEN

Before coming into work each day, each associate will conduct a self-screening process, by asking themselves the following questions.

- Have I been in close contact with a confirmed case of COVID-19?
- Am I experiencing a cough, shortness of breath or sore throat?
- Do I have or have I had a fever (temperature over 100.4 F) in the last 48 hours?
- Have I developed a new loss of taste or smell?
- Have I experienced vomiting or diarrhea in the last 24 hours?

If the answer to any of these questions is "yes", the associate will not report to work and will call off in accordance with the applicable Attendance Policy, as soon as possible prior to their shift.

### TEMPERATURE CHECKS

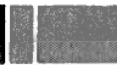
Before coming into work each day, associates should check their temperature at home to ensure they do not have a temperature over the CDC recommended 100.4 F. Temperatures can also be taken before the start of every associate's shift (both hourly and manager).

- For managers, temperature checks should be taken when the manager arrives at the hotel.
- For hourly associates, temperature checks should occur after the associate has clocked in for his/her shift or while the associate is "on-the-clock."

Applicable state and local temperature check requirements must be followed if they differ from this standard process.

Where temperature checks are done onsite before the start of the associate's shift, they will be taken in a private area, maintaining social distancing guidelines. Non-Contact Forehead digital thermometers will be used whenever possible. Each associate should wear gloves and a face covering to handle the thermometer and it should be wiped down after each use.

Associate temperatures should not be recorded or logged anywhere, unless required by state or local law, and all information reported will be treated as confidential.



## TEMPERATURE CHECK PROCESS

Each associate will be permitted to read their own temperature, and must let the manager overseeing the temperature check process know if their temperature is over the CDC recommended 100.4 F. If temperature checks are required by state or local law, associates may be required to monitor temperatures at a lower reading and should follow the specific requirements.

- If the associate's temperature is below 100.4, the associate should be permitted to start their shift.
- If an associate has a temperature over 100.4 F, but has no other symptoms, the associate will be permitted to take a second temperature reading.
- If the associate has a temperature over 100.4 F in both readings, the associate will be sent home from work.
- If the associate's second temperature reading is under 100.4 F, the associate will be permitted to take a third temperature reading.
- If the third reading is under 100.4 F, the associate should be permitted to start their shift if they are not experiencing any other symptoms. If the associate is experiencing symptoms or is otherwise not feeling well, the associate will be sent home from work.
- If the third reading is over 100.4 F, the associate will be sent home from work.

If an associate is sent home, they will be paid in accordance with applicable reporting pay policies/state laws. An associate can use any available sick, vacation time, or other applicable paid time off to cover any days they are unable to work.

## REGULAR MONITORING

Associates should self-monitor for development of any Covid-19 symptoms, including fatigue, cough, sneezing, aches and pains, runny or stuffy nose, sore throat, diarrhea, headaches, or shortness of breath. If an associate develops symptoms, they should be directed to self-report to their manager.

## WEAR A FACE COVERING

The CDC recommends that all associates wear a cloth face covering while at work. By reporting to work, associates agree to adhere to CDC recommendations, as well as any state or local requirements.

## SOCIAL DISTANCE

Maintaining 6-feet social distancing remains the number one method to slow the spread of the virus. It is our responsibility to practice social distancing at all times, including stepping aside if a guest is approaching in a hallway, waiting for an empty elevator etc.



## **DISINFECT AND CLEAN HANDS**

Associates agree to wash or sanitize their hands often throughout the day. Associates also agree to avoid touching their face with their hands.

## **REPORTING PROCEDURE**

All associates are required to report confirmation of Covid-19, exposure to Covid-19, or any COVID-19 positive case in the associate's household to their manager. Any associate with a suspected or confirmed case of COVID-19 or direct exposure to Covid-19 will be sent home or told to stay home and instructed to follow CDC recommendations.

It is also recommended that associates report any illness with symptoms similar to COVID-19, including:

- Fever or chills
- Cough
- Shortness of breath or difficulty breathing
- Fatigue
- Muscle or body aches
- Headache
- New loss of taste or smell
- Sore throat
- Congestion or runny nose
- Nausea or vomiting
- Diarrhea

This list is not all inclusive and is subject to change based on updated CDC guidance. Associates should consult a medical provider for any other symptoms that are severe or concerning. Remember, symptoms may appear 2-14 days after exposure.



## NOTICE OF SCREENING AND TEMPERATURE CHECK PROCEDURES AND ACKNOWLEDGMENT

To reduce the risk of spreading the COVID-19 virus in and through the workplace and protect our employees and guests, the hotel is implementing procedures for screening associates, including measuring the temperature of our associates and inquiring and observing whether our associates attempting to enter the Hotel have any symptoms of COVID-19 or related illness. These procedures are subject to change based on updated CDC, state, and local requirements.

By reporting to work and clocking in for my shift, I agree to the following:

- ✓ I have not had a fever in the past 48 hours
- ✓ I do not currently have a temperature above 100.4 F
- ✓ I do not currently have any symptoms of Covid-19, including fatigue, cough, sneezing, aches and pains, runny or stuffy nose, sore throat, diarrhea, headaches, or shortness of breath,
- ✓ I will wear the PPE provided for me at all times
- ✓ I will practice and adhere to social distancing guidelines
- ✓ I will wash or sanitize my hands often throughout the day

By signing below, I acknowledge and confirm that I have received and read the Covid-19 Screening and Temperature check Procedures, and understand this disclosure.

Signature

Date

Print Your Full Name

# **Exhibit 4**

**PLEASE ALLOW ME TO INTRODUCE MYSELF**

**LLOYD DOZIER**  
**ENGINEERING MANAGER**

**T: 619.764.6499**

**C: 619.735.1997**

**HARD ROCK HOTEL SAN DIEGO**  
**AVENUE**  
**SAN DIEGO, CA 92101**

**LLOYD.DOZIER@HARDROCKHOTELSD.COM**  
**HARDROCKHOTELSD.COM**

# **Exhibit 5**



Evolution Hospitality, LLC  
1211 Puerta Del Sol Suite 170  
San Clemente, CA 92673  
972-952-0200

**Pay Statement**

Period Start Date 04/03/2022  
Period End Date 04/16/2022  
Pay Date 04/15/2022  
Document 10484107  
**Net Pay \$943.21**

**Pay Details**

|                       |                 |                |            |                                  |
|-----------------------|-----------------|----------------|------------|----------------------------------|
| <b>Armando Flores</b> | Employee Number | 000518581      | Pay Group  | B1EVO Evolution Hosp             |
| 4091 Beta St          | SSN             | XXX-XX-XXXX    | Location   | Hard Rock Hotel San Diego        |
| Apt A                 | Job             | Engineer (HOA) | Property   | 2008 - Hard Rock Hotel San Diego |
| San Diego, CA 92113   | Pay Rate        | \$19.0000      | Department | 63NM - HOA-Salaries-Non-MgmI     |
| USA                   | Pay Frequency   | Biweekly       |            |                                  |

**Earnings**

| Pay Type                  | Week    | Job                | Hours   | Pay Rate  | Current    | YTD        |
|---------------------------|---------|--------------------|---------|-----------|------------|------------|
| Meal Penalty              | 2       | Engineer (HOA)     | 1.0000  | \$19.0000 | \$19.00    | \$55.00    |
| Overtime Base             | 2       | Engineer (HOA)     | 0.2600  | \$19.0000 | \$4.94     | \$451.88   |
| Overtime Prem             | 2       | Engineer (HOA)     | 0.2600  | \$9.5000  | \$2.47     | \$225.94   |
| Regular-Hourly            | 2       | Engineer (HOA)     | 56.0100 | \$19.0000 | \$1,064.19 | \$9,998.31 |
| Report in Pay             | 2       | Engineer (HOA)     | 2.0000  | \$19.0000 | \$38.00    | \$38.00    |
| <b>Total Hours Worked</b> | 56.2700 | <b>Total Hours</b> | 57.2700 |           |            |            |

**Deductions**

| Deduction        | Based On | Pre-Tax | Employee Current | Employee YTD | Employer Current | Employer YTD |
|------------------|----------|---------|------------------|--------------|------------------|--------------|
| No records found |          |         |                  |              |                  |              |

**Taxes**

| Tax                          | Based On   | Current | YTD      |
|------------------------------|------------|---------|----------|
| Federal Income Tax           | \$1,128.60 | \$67.76 | \$750.92 |
| Employee Medicare            | \$1,128.60 | \$16.36 | \$156.15 |
| Social Security Employee Tax | \$1,128.60 | \$69.98 | \$667.69 |
| CA State Income Tax          | \$1,128.60 | \$18.88 | \$234.72 |
| CA Disability Employee       | \$1,128.60 | \$12.41 | \$118.44 |

**Paid Time Off****Net Pay Distribution**

| Plan          | Taken  | Current | Balance | Account Number | Account Type | Amount   |
|---------------|--------|---------|---------|----------------|--------------|----------|
| CA COVID SPSL | 0.0000 | 0.0000  | 40.0000 | Check amount   |              | \$943.21 |
| Sick pay      | 0.0000 | 1.8755  | 30.3193 | Total          |              | \$943.21 |

**Pay Summary**

|         | Gross       | FIT Taxable Wages | Taxes      | Deductions | Net Pay    |
|---------|-------------|-------------------|------------|------------|------------|
| Current | \$1,128.60  | \$1,128.60        | \$185.39   | \$0.00     | \$943.21   |
| YTD     | \$10,769.13 | \$10,769.13       | \$1,927.92 | \$0.00     | \$8,841.21 |

EVO-AF-000088

# **Exhibit 6**



Evolution Hospitality, LLC  
1211 Puerta Del Sol Suite 170  
San Clemente, CA 92673  
972-952-0200

**Pay Statement**

Period Start Date 04/03/2022  
Period End Date 04/16/2022  
Pay Date 04/22/2022  
Document 2192417  
**Net Pay \$924.73**

**Pay Details**

|                       |                 |                |            |                                  |
|-----------------------|-----------------|----------------|------------|----------------------------------|
| <b>Armando Flores</b> | Employee Number | 000518581      | Pay Group  | B1EVO Evolution Hosp             |
| 4091 Beta St          | SSN             | XXX-XX-XXXX    | Location   | Hard Rock Hotel San Diego        |
| Apt A                 | Job             | Engineer (HOA) | Property   | 2008 - Hard Rock Hotel San Diego |
| San Diego, CA 92113   | Pay Rate        | \$19.0000      | Department | 63NM - HOA-Salaries-Non-Mgmt     |
| USA                   | Pay Frequency   | Biweekly       |            |                                  |

**Earnings**

| Pay Type           | Week    | Job            | Hours   | Pay Rate  | Current  | YTD         |
|--------------------|---------|----------------|---------|-----------|----------|-------------|
| Meal Penalty       | 1       | Engineer (HOA) | 1.0000  | \$19.0000 | \$19.00  | \$74.00     |
| Overtime Base      | 1       | Engineer (HOA) | 0.7200  | \$19.0000 | \$13.68  | \$465.56    |
| Overtime Prem      | 1       | Engineer (HOA) | 0.7200  | \$9.5000  | \$6.84   | \$232.78    |
| Regular-Hourly     | 1       | Engineer (HOA) | 33.7500 | \$19.0000 | \$641.25 |             |
| Regular-Hourly     | 2       | Engineer (HOA) | 22.2700 | \$19.0000 | \$423.13 | \$11,062.69 |
| Report in Pay      |         |                | 0.0000  | \$0.0000  | \$0.00   | \$38.00     |
| Total Hours Worked | 56.7400 | Total Hours    | 57.7400 |           |          |             |

**Deductions**

| Deduction        | Based On | Pre-Tax | Employee Current | Employee YTD | Employer Current | Employer YTD |
|------------------|----------|---------|------------------|--------------|------------------|--------------|
| No records found |          |         |                  |              |                  |              |

**Taxes**

| Tax                          | Based On   | Current | YTD      |
|------------------------------|------------|---------|----------|
| Federal Income Tax           | \$1,103.90 | \$64.79 | \$815.71 |
| Employee Medicare            | \$1,103.90 | \$16.01 | \$172.16 |
| Social Security Employee Tax | \$1,103.90 | \$68.44 | \$736.13 |
| CA State Income Tax          | \$1,103.90 | \$17.79 | \$252.51 |
| CA Disability Employee       | \$1,103.90 | \$12.14 | \$130.58 |

**Paid Time Off****Net Pay Distribution**

| Plan          | Taken  | Current | Balance | Account Number | Account Type | Amount   |
|---------------|--------|---------|---------|----------------|--------------|----------|
| CA COVID SPSL | 0.0000 | 0.0000  | 40.0000 | xxxxxxxxxx     | Debit Card   | \$924.73 |
| Sick pay      | 0.0000 | 1.8911  | 32.2104 | Total          |              | \$924.73 |

**Pay Summary**

|         | Gross       | FIT Taxable Wages | Taxes      | Deductions | Net Pay    |
|---------|-------------|-------------------|------------|------------|------------|
| Current | \$1,103.90  | \$1,103.90        | \$179.17   | \$0.00     | \$924.73   |
| YTD     | \$11,873.03 | \$11,873.03       | \$2,107.09 | \$0.00     | \$9,765.94 |

EVO-AF-000089

# **Exhibit 7**

## NOTICE TO EMPLOYEE OF CHANGE IN RELATIONSHIP

**\*FOR USE WHEN ASSOCIATE IS NOT PRESENT FOR SEPARATION\***

Associate Name: Armando Flores Hotel Name/Location: Hard Rock Hotel San Diego

Date: 4/19/2022

Your employment status with Aimbridge Hospitality has changed for the reason checked below:

☐ Voluntary separation - Effective 4 / 18 / 22  
(Date)

☒ Involuntary separation - Effective      /      /       
(Date)

☐ Other - Effective      /      /       
(Date)

Reasons/Comments:

Your last day of employment with Aimbridge Hospitality was 4/14/22. You will receive your final paycheck on 4/19/2022. Your final paycheck will contain wages from the dates of 4/3/2022-4/16/2022 and any paid time off owed, if applicable. Please contact your General Manager or Human Resources if you have any questions about your final paycheck. If you have an expense check that is due, a separate check will be provided.

Signature of HR Manager:



Date:

4/19/22

EMPLOYEE NOT PRESENT -

# **EXHIBIT 2**

## **NOTICE OF PAGA ACTION SETTLEMENT**

*Armando Flores v. Evolutional Hospitality, LLC et al., San Diego County Superior Court  
Case No. 37-2022-00052523-CU-OE-CTL*

*This is not a solicitation by a lawyer. You are not being sued.*

IF YOU ARE OR WERE EMPLOYED AS A NON-EXEMPT EMPLOYEE IN CALIFORNIA AT THE SAN DIEGO HARD ROCK HOTEL BY DEFENDANT EVOLUTION HOSPITALITY, LLC (“DEFENDANT”) DURING THE PAGA PERIOD (OCTOBER 11, 2021 through JANUARY 9, 2024), THIS PAGA SETTLEMENT AFFECTS YOUR RIGHTS.

A settlement (the “Settlement”) has been reached in the lawsuit entitled *Armando Flores v. Evolution Hospitality, LLC et al., San Diego County Superior Court*, Case No. 37-2022-00052523-CU-OE-CTL (the “Action”), asserting claims under the Labor Code Private Attorneys General Act of 2004, Labor Code § 2698, *et seq.* (“PAGA”). The purpose of this Notice is to advise you as to why you have received a portion of the Settlement proceeds. The Settlement resolves the Action.

### ***Who is affected by this proposed Settlement?***

The Court has designated, for settlement purposes only, the following persons as “Aggrieved Employees” or “PAGA Group Members”:

All non-exempt employees employed by Defendant at the San Diego Hard Rock Hotel in California at any time during the PAGA Period (the “PAGA Period” refers to the period of October 11, 2021 to January 9, 2024).

According to Defendant’s records, you are one of the Aggrieved Employees or PAGA Group members.

### ***What is this case about?***

In the Action, Plaintiff Armando Flores asserted claims that Defendant violated provisions of the Labor Code giving rise to civil penalty liability under the Labor Code Private Attorneys General Act of 2004 (“PAGA”) [Lab. Code § 2699, *et seq.*].

Defendant denied all liability and was confident that it had strong legal and factual defenses to these claims, but Defendant recognized the risks, distractions, and costs associated with continued litigation.

This Settlement is a compromise reached after good faith, arm’s length negotiations between Plaintiff and Defendant (the “Parties”), through their attorneys, and is not an admission of liability on the part of Defendant.

The Court has not ruled on the merits of Plaintiff’s claims or Defendant’s defenses but did approve the Settlement. The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by Defendant that the claims in the Action have merit or that Defendant has any liability to Plaintiff or PAGA Group Members. Plaintiff and Defendant, and their respective counsel, have concluded and agree that, in light of the risks and uncertainties to each side of continued litigation, the Settlement is fair, reasonable, and adequate, and is in the best interests PAGA Group Members. The Court has made no ruling on the merits of the claims asserted in the Action and has determined only that there is sufficient evidence to suggest that the proposed Settlement might be fair, adequate, and reasonable.

### ***What are the Settlement terms?***

Defendant will pay **\$335,000.00** (the “Gross Settlement Amount”) for: (a) payment of \$----- to the Labor and Workforce Development Agency (“LWDA”) as its 75% share of PAGA penalties;

(b) payment of \$----- to Aggrieved Employees as their 25% share of PAGA penalties, (c) payment of attorney's fees of \$--- and litigation costs of \$---; and, (d) payment of administration costs of \$----- to the Settlement Administrator. Plaintiff as a PAGA Group representative will receive a **\$12,500.00** general release payment for representing PAGA Group Members and for general release of all claims against Defendant which is not included in the Gross Settlement Amount.

By operation of the Settlement's terms, upon the approval of this Settlement by the Court and full funding of the Gross Settlement Amount, all Aggrieved Employees will release Defendant, and all other named Defendants including Aimbridge Hospitality, LLC, Evolution Hospitality Employee Services LLC, Aimbridge Employee Service Corp., and Aimbridge Parent, Inc. and all of their current and former officers, directors, employees and agents (collectively, the "Released Parties") from the PAGA claims for civil penalties based on alleged violations of California Labor Code violations of Labor Code §§ 201, 202, 203, 204, 226, 226.7, 246, 510, 512, 558, 558.1, 1174, 1174.5, 1194, 1194.2, 1197, 1198, 2698, 2802, 6409.6 concerning their employment of Aggrieved Employees at the San Diego Hard Rock Hotel. The Settlement includes a release of PAGA claims that could have been sought by the State of California Labor Commissioner for the violations identified in Plaintiff's pre-filing notice letter filed with the LWDA (the "Released Claims").

All settlement checks mailed to Aggrieved Employees will remain valid and negotiable for one hundred eighty (180) calendar days from the date of the checks' issuance and shall thereafter automatically be void if not cashed within that time. After 180 calendar days, all uncashed checks shall be redistributed to those Aggrieved Employees who have already cashed their checks based on their pro rata share of the PAGA penalties. If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement. If the Court grants final approval of the Settlement, Individual PAGA Payments will be mailed to PAGA Group Members at the address that is on file with the Settlement Administrator. If the address to which this Notice was mailed is not correct, or if you move after you receive this Notice, you must provide your correct mailing address to the Settlement Administrator as soon as possible to ensure you receive any payment that you may be entitled to under the Settlement. See below for the Settlement Administrator's contact information.

#### ***What is the Settlement Formula and My Estimated Settlement Share?***

You shall receive a portion of the PAGA Penalties on a pro-rata basis. Defendant will calculate: (i) the total number of pay periods worked by each Aggrieved Employee during the PAGA Period, and (ii) the total number of pay periods worked by all Aggrieved Employees during the PAGA Period. To determine each Aggrieved Employee's payment from the Aggrieved Employees' PAGA Portion, Defendants will use the following formula: Settlement Payment = Aggrieved Employees' PAGA Portion × [Pay Periods Worked by Individual Aggrieved Employee during the PAGA Period ÷ Total Pay Periods Worked by All Aggrieved Employees during the PAGA Period].

The estimated average Individual PAGA Payment is approximately: **\$[estimated average Individual Payment]**

The estimated highest Individual PAGA Payment is approximately: **\$[estimated average Individual Payment]**

The estimated lowest Individual PAGA Payment is approximately: \$[estimated average Individual Payment]

The Settlement Payments to Aggrieved Employees are classified as other miscellaneous income and will be allocated as 100% penalties, which will be reported on IRS Form 1099-MISC, if required<sup>1</sup>. Your share was calculated based on the number of pay periods you worked for Defendants during the PAGA Period.

According to Defendants' records from October 11, 2021 to January 9, 2024 (i.e., the PAGA Period), your estimated number of pay periods worked is [ ] pay periods.

Under the terms of the Settlement, your Individual PAGA Payment is estimated to be \$ [ ].

If you dispute the accuracy of Defendants' records as to the number of weeks you worked during the PAGA Period, you must contact the Settlement Administrator (see below) by before [ ] 2024. All workweek disputes will be resolved and decided by the Settlement Administrator, and the Settlement Administrator's decision on all disputes will be final and binding.

There is no statutory right for PAGA Group Members to object, opt out or otherwise exclude themselves from this Settlement.

**If you have questions about this notice you can contact the Settlement Administrator at:**

Phoenix Settlement Administrators  
1411 N. Batavia St., Suite 105  
Orange, CA 92867  
P.O. Box 3982  
Tustin, CA 92781  
www.phoenixclassaction.com  
Ofc. Tel: 800-523-5773/888-613-5553/800-784-2174  
Email: [info@phoenixclassaction.com](mailto:info@phoenixclassaction.com)

**If you have questions about this settlement, you may contact the lawyers in this case at:**

Thomas D. Rutledge  
Attorney-at-Law  
16956 Via de Santa Fe, Suite 1847  
Rancho Santa Fe, California 92091-4606  
Telephone: (619) 886-7224  
[thomasrutledgelaw@gmail.com](mailto:thomasrutledgelaw@gmail.com)  
Counsel for the Plaintiffs

---

<sup>1</sup> One hundred percent (100%) of your Individual PAGA Payment under this Settlement will be considered penalties, and may be subject to local, state, or federal tax withholdings and will be reported to the IRS and state tax authorities. You should rely on your own tax advisors as to the tax consequences, if any, of your Individual PAGA payment. Neither Plaintiff nor Defendant have made any representations or warranties regarding the taxation of your Individual PAGA payment. Nothing within this notice or any other communication shall constitute or be construed or relied upon as tax advice within the meaning of United States Treasury Department Circular 230 (31 C.F.R. Part 10, as amended).

Boris Sorsher  
Lauren Roseman  
Fisher & Phillips LLP  
2050 Main Street, Suite 1000  
Irvine, CA 92614-8240  
[bsorsher@fisherphillips.com](mailto:bsorsher@fisherphillips.com)  
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Telephone: (949) 851-2424  
Counsel for the Defendants

**PLEASE DO NOT CONTACT THE COURT FOR INFORMATION REGARDING THIS  
SETTLEMENT.**

# Exhibit 2

# Exhibit 3

**Timesheet for Thomas D. Rutledge ICO***Flores/Dozier v. Evolution Hospitality, LLC, et al. PAGA Action*San Diego County Court Case No.: 37-2022-00052523-CU-  
OE-CTL

| <b>Description</b>                                                                                                                                     | <b>Time</b> | <b>Date</b> |
|--------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|-------------|
| OF; conflict check; coms with C; drafted fee K; conflict check;<br>Requested PF; coms with CC; edited complaint                                        | 8           | 7/1/2022    |
|                                                                                                                                                        |             | 7/2/2022    |
|                                                                                                                                                        |             | 7/3/2022    |
|                                                                                                                                                        |             | 7/4/2022    |
|                                                                                                                                                        |             | 7/5/2022    |
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|                                                                                                                                                        |             | 7/9/2022    |
|                                                                                                                                                        |             | 7/10/2022   |
|                                                                                                                                                        |             | 7/11/2022   |
| Dozier v. Evolution - RF; Researched company contact info; drafted<br>fee k's; coms with C; drafted letters; coms with company rep.;<br>conflict check | 3           | 7/12/2022   |
| Dozier v. Evolution -Research previous lit                                                                                                             | 1           | 7/13/2022   |
| Dozier v. Evolution -Research previous lit                                                                                                             | 1           | 7/14/2022   |
| Dozier v. Evolution -Research previous lit                                                                                                             | 1           | 7/15/2022   |
|                                                                                                                                                        |             | 7/16/2022   |
|                                                                                                                                                        |             | 7/17/2022   |
| Dozier v. Evolution -Coms with company                                                                                                                 | 0.15        | 7/18/2022   |
| Dozier v. Evolution -Research previous lit                                                                                                             | 1           | 7/19/2022   |
| Dozier v. Evolution -Research previous lit                                                                                                             | 1           | 7/20/2022   |
| Dozier v. Evolution -drafted complaint; filed lawsuit                                                                                                  | 1.5         | 7/21/2022   |
| Dozier v. Evolution - Fixed summons; coms with court                                                                                                   | 1           | 7/22/2022   |
|                                                                                                                                                        |             | 7/23/2022   |
|                                                                                                                                                        |             | 7/24/2022   |
| Dozier v. Evolution -UF; RD; coms with C                                                                                                               | 1.5         | 7/25/2022   |
| Dozier v. Evolution - Researched background check company;<br>researched ICRAA; wrote letter requesting copy of background<br>report; UF               | 2.25        | 7/26/2022   |
| Dozier v. Evolution - RD                                                                                                                               | 0.25        | 7/27/2022   |
| Dozier v. Evolution - Research previous lit.                                                                                                           | 1           | 7/28/2022   |
| Dozier v. Evolution -UF; RD                                                                                                                            | 0.35        | 7/29/2022   |
| Dozier v. Evolution -Drafted FAC; Filed FAC                                                                                                            | 1           | 7/30/2022   |
| Dozier v. Evolution - Research previous lit.                                                                                                           | 1           | 7/31/2022   |
| Dozier v. Evolution - Research previous lit.                                                                                                           | 1           | 8/1/2022    |
| Dozier v. Evolution - Research previous lit.                                                                                                           | 1           | 8/2/2022    |

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|-----------------------------------------------------------------------------|------|-----------|
|                                                                             |      | 8/3/2022  |
|                                                                             |      | 8/4/2022  |
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|                                                                             |      | 8/11/2022 |
|                                                                             |      | 8/12/2022 |
|                                                                             |      | 8/13/2022 |
| Dozier v. Evolution - Research previous lit.                                | 1    | 8/14/2022 |
| Dozier v. Evolution - Review personnel file; RD                             | 2    | 8/15/2022 |
| Flores v. Evolution- Coms with process server                               | 0.25 | 8/16/2022 |
| Flores v. Evolution- Coms with process server                               | 0.25 | 8/17/2022 |
|                                                                             |      | 8/18/2022 |
|                                                                             |      | 8/19/2022 |
|                                                                             |      | 8/20/2022 |
| Flores v. Evolution- Review personnel file; RD                              | 2    | 8/21/2022 |
| Flores v. Evolution- Review personnel file; RD                              | 2    | 8/22/2022 |
| Flores v. Evolution- Coms with DC and Dozier                                | 2.25 | 8/23/2022 |
| Flores v. Evolution- Review personnel file; RD and Dozier                   | 4    | 8/24/2022 |
| Flores v. Evolution- Review personnel file; RD and Dozier                   | 4    | 8/25/2022 |
| Flores v. Evolution- Review personnel file; RD and Dozier                   | 4    | 8/26/2022 |
|                                                                             |      | 8/27/2022 |
|                                                                             |      | 8/28/2022 |
| Flores v. Evolution- Drafted and served DFID and Dozier                     | 1.5  | 8/29/2022 |
| Flores v. Evolution- Review personnel file; RD and Dozier                   | 4    | 8/30/2022 |
| Flores v. Evolution- Review personnel file; RD and Dozier                   | 4    | 8/31/2022 |
|                                                                             |      | 9/1/2022  |
|                                                                             |      | 9/2/2022  |
|                                                                             |      | 9/3/2022  |
| Flores v. Evolution- Review personnel file; RD and Dozier                   | 4    | 9/4/2022  |
| Flores v. Evolution- Review personnel file; RD and Dozier                   | 4    | 9/5/2022  |
| Flores v. Evolution- Review personnel file; RD and Dozier                   | 4    | 9/6/2022  |
| Flores v. Evolution- Review personnel file; RD and Dozier                   | 4    | 9/7/2022  |
| Flores v. Evolution- Review personnel file; RD and Dozier                   | 4    | 9/8/2022  |
| Flores v. Evolution- Review personnel file; RD and Dozier                   | 4    | 9/9/2022  |
| Flores v. Evolution- Review personnel file; RD and Dozier                   | 4    | 9/10/2022 |
| Flores v. Evolution- Review personnel file; RD and Dozier                   | 4    | 9/11/2022 |
| Flores v. Evolution- Review personnel file; RD and Dozier                   | 4    | 9/12/2022 |
| Flores v. Evolution- Drafted written discovery; served discovery and Dozier | 2.5  | 9/13/2022 |

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|-----------------------------------------------------------------------------------------------------------------------------------------|------|------------|
| Flores v. Evolution- Review personnel file; RD and Dozier                                                                               | 4    | 9/14/2022  |
| Flores v. Evolution- Review personnel file; RD and Dozier                                                                               | 4    | 9/15/2022  |
| Flores v. Evolution- UF and Dozier                                                                                                      | 0.5  | 9/16/2022  |
|                                                                                                                                         |      | 9/17/2022  |
| Flores v. Evolution- Review personnel file; RD and Dozier                                                                               | 4    | 9/18/2022  |
| Flores v. Evolution- Review personnel file; RD and Dozier                                                                               | 4    | 9/19/2022  |
| Flores v. Evolution- Review personnel file; RD and Dozier                                                                               | 4    | 9/20/2022  |
| Flores v. Evolution- Review personnel file; RD and Dozier                                                                               | 4    | 9/21/2022  |
| Flores v. Evolution- Review personnel file; RD and Dozier                                                                               | 4    | 9/22/2022  |
| Flores v. Evolution- Review personnel file; RD and Dozier                                                                               | 4    | 9/23/2022  |
|                                                                                                                                         |      | 9/24/2022  |
|                                                                                                                                         |      | 9/25/2022  |
| Flores v. Evolution- Review personnel file; RD and Dozier                                                                               | 4    | 9/26/2022  |
| Flores v. Evolution- Review personnel file; RD and Dozier                                                                               | 4    | 9/27/2022  |
| Flores v. Evolution- RC and Dozier 0.15x2                                                                                               | 0.3  | 9/28/2022  |
| Flores v. Evolution- RF and Dozier 0.25x2                                                                                               | 0.5  | 9/29/2022  |
| Flores v. Evolution- PC with DC; RC; researched related case issue; UF and Dozier                                                       | 4    | 9/30/2022  |
| Flores v. Evolution- RF and Dozier 0.25x2                                                                                               | 0.5  | 10/1/2022  |
| Flores v. Evolution- RD and Dozier                                                                                                      | 2    | 10/2/2022  |
| Flores v. Evolution- UF; RD; drafted opp to ex parte app and Dozier                                                                     | 4    | 10/3/2022  |
| Flores v. Evolution- Dozier, Edited Opp to Ex Parte; filed and served Opp; researched past and active cases againsts defendants         | 8    | 10/4/2022  |
| Flores v. Evolution- Dozier Meeting with C, Travel and attendance @ ex parte                                                            | 4    | 10/5/2022  |
| Flores v. Evolution- Dozier - Drafted SAC; RD; researched entities                                                                      | 6.25 | 10/6/2022  |
| Flores v. Evolution- Dozier RF Drafted SAC; RD; researched entities; drafted stip to amend; coms with DC                                | 6.25 | 10/7/2022  |
|                                                                                                                                         |      | 10/8/2022  |
| Drafted paga complaint, RF Flores v. Evolution- Dozier                                                                                  | 7    | 10/9/2022  |
| Flores v. Evolution- Dozier Drafted PAGA Complaint RF                                                                                   | 7    | 10/10/2022 |
| Drafted PAGA Letter, Filed PAGA RF Flores v. Evolution- Dozier                                                                          | 7    | 10/11/2022 |
| Flores v. Evolution- Dozier                                                                                                             | 0.5  | 10/12/2022 |
| Flores v. Evolution- Dozier Created subfile; researched claims Drafted DFID2; RFA-2; served discovery- RF RD                            | 10.5 | 10/13/2022 |
| Flores v. Evolution- Dozier Drafted complaint; filed complaint RF, RC edited stip to amend per request                                  | 6.25 | 10/14/2022 |
|                                                                                                                                         |      | 10/15/2022 |
| Flores v. Evolution- Dozier RF                                                                                                          | 0.5  | 10/16/2022 |
| Flores v. Evolution- Dozier Drafted PO; Filed Stip; drafted amendment to complaint; filed all RC; RF; Refiled complaint per ct. request | 3.5  | 10/17/2022 |

|                                                                                                |      |            |
|------------------------------------------------------------------------------------------------|------|------------|
| RC; filed complaint again; coms with one legal Flores v. Evolution-Class Action RF Dozier      | 1    | 10/18/2022 |
| Flores v. Evolution- Dozier RF                                                                 | 1    | 10/19/2022 |
| Flores v. Evolution-Class Action Filed case again                                              | 0.25 | 10/20/2022 |
| Flores v. Evolution-Class Action Redrafted summons; UF; RC; filed new summons                  | 1    | 10/21/2022 |
| Flores v. Evolution- Dozier RF                                                                 | 0.25 | 10/22/2022 |
| Flores v. Evolution- Dozier RF                                                                 | 0.25 | 10/23/2022 |
| Flores v. Evolution- Class action RF                                                           | 0.25 | 10/24/2022 |
| Flores v. Evolution- Class action RF                                                           | 0.25 | 10/25/2022 |
| Flores v. Evolution-Class Action RF                                                            | 0.25 | 10/26/2022 |
| Flores v. Evolution-Class Action Sent complaint out for service; UF                            | 0.25 | 10/27/2022 |
| Flores v. Evolution-Class Action Sent conformed complaint to DC; Filed notice of related cases | 1    | 10/28/2022 |
|                                                                                                |      | 10/29/2022 |
|                                                                                                |      | 10/30/2022 |
| Flores v. Evolution-Class Action drafted ex parte to reassign                                  |      | 10/31/2022 |
| Flores v. Evolution-Class Action Coms with DC; coms with Ct.; dreafted and filed ex parte app  | 3    | 11/1/2022  |
|                                                                                                |      | 11/2/2022  |
| Flores v. Evolution-Class Action RF                                                            | 0.25 | 11/3/2022  |
| Flores v. Evolution-Class Action RC; coms with DC; filed SAC RF                                | 1.25 | 11/4/2022  |
| Flores v. Evolution-Class Action RF                                                            | 0.6  | 11/5/2022  |
|                                                                                                |      | 11/6/2022  |
|                                                                                                |      | 11/7/2022  |
| Flores v. Evolution-Class Action Drafted and served written discovery RF                       | 4.25 | 11/8/2022  |
| Flores v. Evolution-Class Action Drafted PO; Drafted Belaire West;coms with DC RF-Dozier       | 2.25 | 11/9/2022  |
| Flores v. Evolution-Class Action Coms with DC; RD; MP; edited Med. Brf.                        | 2.25 | 11/10/2022 |
| Flores v. Evolution-Class Action RF Coms with DC; RC                                           | 1.25 | 11/11/2022 |
|                                                                                                |      | 11/12/2022 |
| Flores v. Evolution-Class Action Researched FCRA case filed against D                          | 1.5  | 11/13/2022 |
| Flores v. Evolution-Class Action RF Dozier                                                     | 0.5  | 11/14/2022 |
| Flores v. Evolution-Class Action RF Dozier                                                     | 0.5  | 11/15/2022 |
| Flores v. Evolution-Class Action Dozier RF                                                     | 0.5  | 11/16/2022 |
| Flores v. Evolution-Class Action RF Dozier                                                     | 0.5  | 11/17/2022 |
| Flores v. Evolution-Class Action Research defendant locations; coms with DC                    | 1    | 11/18/2022 |
|                                                                                                |      | 11/19/2022 |
|                                                                                                |      | 11/20/2022 |

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| Flores v. Evolution-Class Action PC with DC                                                                  | 0.5  | 11/21/2022 |
| Flores v. Evolution-Class Action RF                                                                          | 0.5  | 11/22/2022 |
| Flores v. Evolution-Class Action RF                                                                          | 0.5  | 11/23/2022 |
|                                                                                                              |      | 11/24/2022 |
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|                                                                                                              |      | 11/27/2022 |
| Flores v. Evolution-Class Action RC; coms with DC RF                                                         | 0.5  | 11/28/2022 |
| Flores v. Evolution-Class Action Dozier RF                                                                   | 0.5  | 11/29/2022 |
| Flores v. Evolution-Class Action Dozier RF                                                                   | 0.5  | 11/30/2022 |
| Flores v. Evolution-Class Action RF                                                                          | 0.25 | 12/1/2022  |
| Flores v. Evolution-Class Action RF                                                                          | 0.5  | 12/2/2022  |
|                                                                                                              |      | 12/3/2022  |
|                                                                                                              |      | 12/4/2022  |
| Flores v. Evolution-Class Action Coms with Drews; Case investigation prep. RC; RD; Calendared deadlines      | 1    | 12/5/2022  |
| Flores v. Evolution-Class Action RC; coms with DC UF; RC; calendared dates                                   | 1    | 12/6/2022  |
| Flores v. Evolution-Class Action Coms with Jason; Coms with DC                                               | 1.25 | 12/7/2022  |
|                                                                                                              |      | 12/8/2022  |
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| Flores v. Evolution-Class Action - RF                                                                        | 0.5  | 12/25/2022 |
| Flores v. Evolution-Class Action RF                                                                          | 0.5  | 12/26/2022 |
| Flores v. Evolution-Class Action                                                                             | 0.25 | 12/27/2022 |
|                                                                                                              |      | 12/28/2022 |
| Flores v. Evolution-Class Action Coms with DC                                                                | 0.5  | 12/29/2022 |
| Flores v. Evolution-Class Action Drafted and filed PAGA complaint Coms with DC; RD RD; drafted and filed CMS | 5.5  | 12/30/2022 |

|                                                                                                                                                      |      |            |
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|                                                                                                                                                      |      | 12/31/2022 |
|                                                                                                                                                      |      | 1/1/2023   |
|                                                                                                                                                      |      | 1/2/2023   |
| Flores v. Evolution-Class Action Fixed summons and refiled; UF; RD RF                                                                                | 1.25 | 1/3/2023   |
| Flores v. Evolution-Class Action RF                                                                                                                  | 0.5  | 1/4/2023   |
| Flores v. Evolution-Class Action Coms with DC; coms with Witness                                                                                     | 0.5  | 1/5/2023   |
| Flores v. Evolution-Class Action RF PAGA                                                                                                             | 0.25 | 1/6/2023   |
|                                                                                                                                                      |      | 1/7/2023   |
|                                                                                                                                                      |      | 1/8/2023   |
| Flores v. Evolution-Class Action Prepare for meeting with Hernandez (witness); travel to meeting; meeting Called Court Clerk; took return call       | 4.35 | 1/9/2023   |
| Flores v. Evolution-Class Action Drafted notice of related cases; filed RC; calendared CMC; calendared deadlines for MTC Arb                         | 1.5  | 1/10/2023  |
| RF Flores v. Evolution-Class Action                                                                                                                  | 0.25 | 1/11/2023  |
| Flores v. Evolution-Class Action RF                                                                                                                  | 0.25 | 1/12/2023  |
| Flores v. Evolution-Class Action RF                                                                                                                  | 0.25 | 1/13/2023  |
|                                                                                                                                                      |      | 1/14/2023  |
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|                                                                                                                                                      |      | 1/16/2023  |
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| Flores v. Evolution-Class Action Process service request                                                                                             | 0.5  | 1/19/2023  |
| Flores v. Evolution-Class Action RF                                                                                                                  | 0.5  | 1/20/2023  |
| Flores v. Evolution-Class Action Checked Alameda Court File                                                                                          | 0.5  | 1/21/2023  |
|                                                                                                                                                      |      | 1/22/2023  |
| Flores v. Evolution-Class Action Investigation; coms with DC a/b default; filed POS M&C PC with DC; and prep. Thereto UF                             | 3.5  | 1/23/2023  |
| Flores v. Evolution-Class Action PC with DC; UF; RD RC RF                                                                                            | 1    | 1/24/2023  |
| Coms with DC; research; edited belaire west and po; coms with ClassActionPlaintiffFinder.com Coms with DC; research Flores v. Evolution-Class Action | 1.5  | 1/25/2023  |
| Coms with DC; drafted informal discovery letter Flores v. Evolution-Class Action                                                                     | 3    | 1/26/2023  |
| Flores v. Evolution-Class Action RF                                                                                                                  | 0.25 | 1/27/2023  |
|                                                                                                                                                      |      | 1/28/2023  |
|                                                                                                                                                      |      | 1/29/2023  |
| Flores v. Evolution-Class Action RF Coms with Matt Lopez (PAGA Finder); UF; RD; RF; requested Ward/Cobb PF's                                         | 3.25 | 1/30/2023  |
| Flores v. Evolution-Class Action                                                                                                                     | 0.25 | 1/31/2023  |
| Flores v. Evolution-Class Action RF                                                                                                                  | 0.25 | 2/1/2023   |
| Flores v. Evolution-Class Action Drafted written discovery                                                                                           | 8    | 2/2/2023   |

|                                                                                                  |      |           |
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| Flores v. Evolution-Class Action Coms with DC; edited letter; drafted ex parte to reassign       | 2    | 2/3/2023  |
|                                                                                                  |      | 2/4/2023  |
|                                                                                                  |      | 2/5/2023  |
| Flores v. Evolution-Class Action Redlined Letter; Coms with DC                                   | 1    | 2/6/2023  |
| Flores v. Evolution-Class Action Coms with DC; coms with court                                   | 1.25 | 2/7/2023  |
| Flores v. Evolution-Class Action RC; Coms with DC; Edited letter; drafted and filed ex parte; RF | 3    | 2/8/2023  |
| Flores v. Evolution-Class Action Coms with Clients                                               | 0.15 | 2/9/2023  |
| Flores v. Evolution-Class Action Coms with Clients                                               | 0.25 | 2/10/2023 |
|                                                                                                  |      | 2/11/2023 |
|                                                                                                  |      | 2/12/2023 |
| Flores v. Evolution-Class Action RF                                                              | 0.25 | 2/13/2023 |
| Flores v. Evolution-Class Action RF                                                              | 0.25 | 2/14/2023 |
| Flores v. Evolution-Class Action Coms with DC; appeared ex parte RF                              | 0.75 | 2/15/2023 |
|                                                                                                  |      | 2/16/2023 |
| Flores v. Evolution-Class Action RF                                                              | 0.25 | 2/17/2023 |
|                                                                                                  |      | 2/18/2023 |
|                                                                                                  |      | 2/19/2023 |
| Flores v. Evolution-Class RF                                                                     | 0.25 | 2/20/2023 |
| Flores v. Evolution-Class RF                                                                     | 0.25 | 2/21/2023 |
| Flores v. Evolution-Class COMS with Cm                                                           | 0.25 | 2/22/2023 |
| Flores v. Evolution-Class UF RC                                                                  | 1    | 2/23/2023 |
| Flores v. Evolution-Class UF RD                                                                  | 0.25 | 2/24/2023 |
|                                                                                                  |      | 2/25/2023 |
|                                                                                                  |      | 2/26/2023 |
| Flores v. Evolution-Class RF                                                                     | 0.25 | 2/27/2023 |
| Flores v. Evolution-Class RF                                                                     | 0.25 | 2/28/2023 |
| Flores v. Evolution-Class RF                                                                     | 0.25 | 3/1/2023  |
| Flores v. Evolution-Class RF                                                                     | 0.25 | 3/2/2023  |
| Flores v. Evolution-Class PAGA RF; Coms with DC                                                  | 0.5  | 3/3/2023  |
|                                                                                                  |      | 3/4/2023  |
|                                                                                                  |      | 3/5/2023  |
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|                                                                                                  |      | 3/9/2023  |
| Flores v. Evolution-Class PAGA Coms with DC; Edited Stip.                                        | 0.5  | 3/10/2023 |
|                                                                                                  |      | 3/11/2023 |
|                                                                                                  |      | 3/12/2023 |
| Flores v. Evolution-Class                                                                        | 1    | 3/13/2023 |
| Flores v. Evolution-Class RF                                                                     | 0.25 | 3/14/2023 |

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|------------------------------------------------------------------------|------|-----------|
|                                                                        |      | 3/15/2023 |
| Flores v. Evolution-Class RF                                           | 0.25 | 3/16/2023 |
| Flores v. Evolution-Class RF PAGA                                      | 0.25 | 3/17/2023 |
|                                                                        |      | 3/18/2023 |
|                                                                        |      | 3/19/2023 |
| Flores v. Evolution-Class PAGA RF                                      | 0.25 | 3/20/2023 |
| Flores v. Evolution-Class PAGA RF                                      | 0.25 | 3/21/2023 |
| Flores v. Evolution-Class PAGA RF                                      | 0.25 | 3/22/2023 |
| Flores v. Evolution-Class RD; Coms with DC                             | 0.25 | 3/23/2023 |
|                                                                        |      | 3/24/2023 |
|                                                                        |      | 3/25/2023 |
|                                                                        |      | 3/26/2023 |
| Flores v. Evolution (PAGA Case) PC with witness UF                     | 0.25 | 3/27/2023 |
| Flores v. Evolution (PAGA Case) RF                                     | 0.25 | 3/28/2023 |
| Flores v. Evolution (PAGA Case) Coms with DC                           | 0.25 | 3/29/2023 |
| Flores v. Evolution (PAGA Case) Coms with DC                           | 0.25 | 3/30/2023 |
| Flores v. Evolution (PAGA Case) Coms with DC                           | 0.25 | 3/31/2023 |
|                                                                        |      | 4/1/2023  |
|                                                                        |      | 4/2/2023  |
| Flores v. Evolution (PAGA Case) RF                                     | 0.25 | 4/3/2023  |
| Flores v. Evolution (PAGA Case) Coms with DC                           | 0.15 | 4/4/2023  |
| Flores v. Evolution (PAGA Case) RF                                     | 0.25 | 4/5/2023  |
| Flores v. Evolution (PAGA Case) Coms with DC; coms with Med.           | 0.5  | 4/6/2023  |
| RF Flores v. Evolution-Class Action                                    | 0.25 | 4/7/2023  |
|                                                                        |      | 4/8/2023  |
|                                                                        |      | 4/9/2023  |
| Coms with DC; coms with Med. Flores v. Evolution-Class Action          | 0.25 | 4/10/2023 |
| RC; Med. Admin.; calendared deadlines Flores v. Evolution-Class Action | 0.25 | 4/11/2023 |
| RF Flores v. Evolution-Class Action                                    | 0.25 | 4/12/2023 |
|                                                                        |      | 4/13/2023 |
|                                                                        |      | 4/14/2023 |
|                                                                        |      | 4/15/2023 |
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| Flores v. Evolution-Class Action - Research | 0.5 | 6/11/2023 |
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| Flores v. Evolution - UF; research | 0.5 | 9/27/2023  |
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| Evolution Hospitality - Coms with DC; check to ortman | 0.25 | 10/16/2023 |
| Evolution Hospitality- Coms with DC                   | 0.25 | 10/17/2023 |
| Evolution Hospitality-RF                              | 0.25 | 10/18/2023 |
| Evolution Hospitality- RF                             | 0.25 | 10/19/2023 |
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| Evolution Hospitality- RF                             | 0.25 | 10/22/2023 |
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| Flores v. Evolution Hosp- Coms with DC                                      | 0.15 | 12/4/2023  |
| Flores v. Evolution Hosp- Coms with DC                                      | 0.15 | 12/5/2023  |
| Flores v. Evolution Hosp. - Coms with DC; Researched previously filed cases | 1.5  | 12/6/2023  |
|                                                                             |      | 12/7/2023  |
| Flores v. Evolution Hosp.- RF                                               | 0.25 | 12/8/2023  |
|                                                                             |      | 12/9/2023  |
| Flores v. Evolution Hosp.- RF;MP                                            | 0.25 | 12/10/2023 |
| Flores v. Evolution Hosp.- RF;MP                                            | 0.25 | 12/11/2023 |
| Flores v. Evolution Hosp.- RF;MP                                            | 0.25 | 12/12/2023 |
| Flores v. Evolution Hosp.- RF;MP                                            | 0.25 | 12/13/2023 |
| Flores v. Evolution Hosp. -RF;MP                                            | 0.25 | 12/14/2023 |
| Flores v. Evolution Hosp.- RF;MP                                            | 0.25 | 12/15/2023 |
|                                                                             |      | 12/16/2023 |
| Flores v. Evolution Hosp. RF;MP                                             | 0.25 | 12/17/2023 |
| Flores v. Evolution Hosp.- Coms with DC                                     | 0.25 | 12/18/2023 |
|                                                                             |      | 12/19/2023 |
| Flores v. Evolution Hosp.- RD; Coms with DC                                 | 1.5  | 12/20/2023 |
| Flores v. Evolution Hosp.- RF;MP                                            | 0.25 | 12/21/2023 |
| Flores v. Evolution Hosp. - Began Med. Brief                                | 0.5  | 12/22/2023 |
|                                                                             |      | 12/23/2023 |
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| Flores v. Evolution Hosp. - RF; MP                                          | 0.25 | 12/25/2023 |
| Flores v. Evolution Hosp. -Coms with DC; Med. Prep.                         | 0.25 | 12/26/2023 |
| Flores v. Evolution Hosp.- RF;MP                                            | 0.25 | 12/27/2023 |
| Flores v. Evolution Hosp. -MP - UF; RD; coms with DC                        | 0.25 | 12/28/2023 |
| Flores v. Evolution Hosp. -MP, RF                                           | 0.25 | 12/29/2023 |
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| Flores v. Evolution Hosp. -MP                                               | 2.5  | 12/31/2023 |
| Flores v. Evolution Hosp. -MP                                               | 8    | 1/1/2024   |
| Flores v. Evolution Hosp. -MP                                               | 8    | 1/2/2024   |
| Flores v. Evolution Hosp. -MP                                               | 8    | 1/3/2024   |
| Flores v. Evolution Hosp. - Researched settlement                           | 1.5  | 1/4/2024   |
| Flores v. Evolution Hosp.- RC                                               | 0.15 | 1/5/2024   |
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| Flores v. Evolution Hosp.- MP                                                  | 1    | 1/8/2024  |
| Flores v. Evolution Hosp. - Mediation                                          | 8    | 1/9/2024  |
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| Evolution Hospitality - SA; obtained quotes from SA; coms with DC; coms with C | 2    | 1/17/2024 |
| Evolution Hospitality- RF                                                      | 0.25 | 1/18/2024 |
| Evolution Hospitality - PC with DC; SA                                         | 0.5  | 1/19/2024 |
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| Evolution Hospitality - RF                                                     | 0.25 | 1/22/2024 |
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| Evolution Hospitality- Edited SA & Notice; Coms with DC; UF | 6    | 4/12/2024 |
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| Dozier/Flores v. Evolution - RF; Coms with DC               | 0.25 | 4/18/2024 |
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| Evolution Hospitality- Edited notice; RD; Coms with DC      | 0.5  | 4/26/2024 |
| Evolution Hospitality - RF                                  | 0.25 | 4/27/2024 |
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| Evolution -Reviewed SA; Coms with DC                        | 3    | 5/13/2024 |
| Evolution - RF                                              | 0.25 | 5/14/2024 |

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| Evolution - RF                           | 0.25 | 5/15/2024 |
| Evolution - RF                           | 0.25 | 5/16/2024 |
| Evolution- RC; Coms with DC              | 0.5  | 5/17/2024 |
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| Coms with C; RF; Coms with DC- Evolution | 0.5  | 5/20/2024 |
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| Drafted moving papers; coms with DC      | 7    | 6/13/2024 |
| Drafted moving papers; coms with DC      | 6    | 6/14/2024 |
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| <b>TOTAL HOURS</b> |  | 381.25    |

# **Exhibit 4**

# LAFFEY MATRIX

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|                  |                      |                         | Years Out of Law School * |       |       |       |        |
|------------------|----------------------|-------------------------|---------------------------|-------|-------|-------|--------|
| Year             | Adjustmt<br>Factor** | Paralegal/<br>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 |
|----------------|--------|------|-------|-------|-------|-------|-------|

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)

\*  $\frac{1}{2}$ Years Out of Law School $\frac{1}{2}$  is calculated from June 1 of each year, when most law students graduate.  $\frac{1}{2}$ 1-3" includes an attorney in his 1st, 2nd and 3rd years of practice, measured from date of graduation (June 1).  $\frac{1}{2}$ 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  $\frac{1}{2}$ 1-3" from June 1, 1996 until May 31, 1999, would move into tier  $\frac{1}{2}$ 4-7" on June 1, 1999, and tier  $\frac{1}{2}$ 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**



Thomas Rutledge <[thomasrutledgelaw@gmail.com](mailto:thomasrutledgelaw@gmail.com)>

---

## Superior Court Payment Receipt

1 message

---

**no-reply@sdcourt.ca.gov** <[no-reply@sdcourt.ca.gov](mailto:no-reply@sdcourt.ca.gov)>

Wed, Dec 6, 2023 at 11:35 AM

To: [thomasrutledgelaw@gmail.com](mailto:thomasrutledgelaw@gmail.com)

You have purchased the option to view, print, and save case documents.

### Billing Information

Payment Amount: \$5.00  
Payment Date: 12/6/23  
Credit Card Number: \*\*\*1942

### Purchase Information

Save the following information. You will need your Purchase E-mail Address and Purchase Confirmation Number in order to request your documents.

You have up through the Purchase Expiration Date to view your documents online.

View your documents by selecting ''Request Previously Purchased Documents'' in the ROA menu.

Purchase E-mail Address: [thomasrutledgelaw@gmail.com](mailto:thomasrutledgelaw@gmail.com)  
Purchase Confirmation Number: 2411308  
Purchase Expiration Date: 12/20/23

### Documents Purchased

| Case Number                | ROA# | Entry Dt | Document               | Page(s) | Cost |
|----------------------------|------|----------|------------------------|---------|------|
| 37-2021-00022541-CU-OE-CTL | 99   | 11/21/23 | Joint Statement in Adv | 4       | 4.00 |
| 37-2021-00022541-CU-OE-CTL | 103  | 11/22/23 | Minute Order           | 1       | 1.00 |

Thank you for using San Diego Superior Court Online Services.



1400 N. McDowell Blvd  
Suite 300  
Petaluma CA 94954  
TIN : 85-4343705

## Credit Card Sale

|             |           |
|-------------|-----------|
| Date        | 7/22/2022 |
| Customer    | 0080553   |
| Credit Sale | 04235803  |
| Amount Due  | \$0       |

| Bill To                                                                                                       |
|---------------------------------------------------------------------------------------------------------------|
| Law Offices of Thomas Rutledge<br>16956 Via de Santa Fe, Suite 1847<br>Suite 1847<br>Rancho Santa Fe CA 92091 |

|                          |                                                   |
|--------------------------|---------------------------------------------------|
| Order Number             | 18593468                                          |
| Contact                  | Thomas Rutledge                                   |
| Attorney                 | Thomas Rutledge                                   |
| Billing Code             |                                                   |
| Case Title               | Dozier vs EVOLUTION HOSPITALITY LLC [IMAGED]      |
| Court                    | Superior Court of California, San Diego County    |
| Court Transaction Number | 21391188                                          |
| Case Number              | 37-2022-00028704-CU-OE-CTL                        |
| Documents                | Complaint,Civil Case Cover Sheet,Original Summons |

| STATUTORY DISBURSEMENTS* | AMOUNT          |
|--------------------------|-----------------|
| Court Filing Fee         | \$435.00        |
| <b>SUBTOTAL</b>          | <b>\$435.00</b> |

| ONE LEGAL FEES   | AMOUNT         |
|------------------|----------------|
| eFiling Charge   | \$12.50        |
| Convenience Fee‡ | \$13.20        |
| <b>SUBTOTAL</b>  | <b>\$25.70</b> |

| FEES SUMMARY         | AMOUNT          |
|----------------------|-----------------|
| Disbursements        | \$435.00        |
| One Legal Fees       | \$25.70         |
| <b>TOTAL CHARGED</b> | <b>\$460.70</b> |

\* These mandatory fees are charged by the court or required by statute and are not One Legal service fees. One Legal disburses these fees on your behalf.

‡ When paying invoices by credit card, a convenience fee will be assessed in accordance with applicable law and Terms of Service accepted at time of order. To avoid these fees, you can choose to pay via ACH.



1400 N. McDowell Blvd  
Suite 300  
Petaluma CA 94954  
TIN : 85-4343705

## Credit Card Sale

|             |           |
|-------------|-----------|
| Date        | 7/22/2022 |
| Customer    | 0080553   |
| Credit Sale | 04235989  |
| Amount Due  | \$0       |

| Bill To                                                                                                       |
|---------------------------------------------------------------------------------------------------------------|
| Law Offices of Thomas Rutledge<br>16956 Via de Santa Fe, Suite 1847<br>Suite 1847<br>Rancho Santa Fe CA 92091 |

|                          |                                                   |
|--------------------------|---------------------------------------------------|
| Order Number             | 18593025                                          |
| Contact                  | Thomas Rutledge                                   |
| Attorney                 | Thomas Rutledge                                   |
| Billing Code             |                                                   |
| Case Title               | Flores vs EVOLUTION HOSPITALITY LLC [IMAGED]      |
| Court                    | Superior Court of California, San Diego County    |
| Court Transaction Number | 21391118                                          |
| Case Number              | 37-2022-00028728-CU-OE-CTL                        |
| Documents                | Complaint,Civil Case Cover Sheet,Original Summons |

| STATUTORY DISBURSEMENTS* | AMOUNT          |
|--------------------------|-----------------|
| Court Filing Fee         | \$435.00        |
| <b>SUBTOTAL</b>          | <b>\$435.00</b> |

| ONE LEGAL FEES   | AMOUNT         |
|------------------|----------------|
| eFiling Charge   | \$12.50        |
| Convenience Fee‡ | \$13.20        |
| <b>SUBTOTAL</b>  | <b>\$25.70</b> |

| FEES SUMMARY         | AMOUNT          |
|----------------------|-----------------|
| Disbursements        | \$435.00        |
| One Legal Fees       | \$25.70         |
| <b>TOTAL CHARGED</b> | <b>\$460.70</b> |

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1400 N. McDowell Blvd  
Suite 300  
Petaluma CA 94954  
TIN : 85-4343705

## Credit Card Sale

|             |           |
|-------------|-----------|
| Date        | 7/27/2022 |
| Customer    | 0080553   |
| Credit Sale | 04248803  |
| Amount Due  | \$0       |

### Bill To

Law Offices of Thomas Rutledge  
16956 Via de Santa Fe, Suite 1847  
Suite 1847  
Rancho Santa Fe CA 92091

|                          |                                                |
|--------------------------|------------------------------------------------|
| Order Number             | 18602264                                       |
| Contact                  | Thomas Rutledge                                |
| Attorney                 | Thomas Rutledge                                |
| Billing Code             |                                                |
| Case Title               | Dozier vs EVOLUTION HOSPITALITY LLC [IMAGED]   |
| Court                    | Superior Court of California, San Diego County |
| Court Transaction Number | 21392658                                       |
| Case Number              | 37-2022-00028704-CU-OE-CTL                     |
| Documents                | Original Summons                               |

| ONE LEGAL FEES   | AMOUNT         |
|------------------|----------------|
| eFiling Charge   | \$12.50        |
| Convenience Fee‡ | \$0.37         |
| <b>SUBTOTAL</b>  | <b>\$12.87</b> |

| FEES SUMMARY         | AMOUNT         |
|----------------------|----------------|
| One Legal Fees       | \$12.87        |
| <b>TOTAL CHARGED</b> | <b>\$12.87</b> |

\* These mandatory fees are charged by the court or required by statute and are not One Legal service fees. One Legal disburses these fees on your behalf.

‡ When paying invoices by credit card, a convenience fee will be assessed in accordance with applicable law and Terms of Service accepted at time of order. To avoid these fees, you can choose to pay via ACH.



1400 N. McDowell Blvd  
Suite 300  
Petaluma CA 94954  
TIN : 85-4343705

## Credit Card Sale

|             |           |
|-------------|-----------|
| Date        | 7/29/2022 |
| Customer    | 0080553   |
| Credit Sale | 04254177  |
| Amount Due  | \$0       |

| Bill To                                                                                                       |
|---------------------------------------------------------------------------------------------------------------|
| Law Offices of Thomas Rutledge<br>16956 Via de Santa Fe, Suite 1847<br>Suite 1847<br>Rancho Santa Fe CA 92091 |

|                          |                                                |
|--------------------------|------------------------------------------------|
| Order Number             | 18601858                                       |
| Contact                  | Thomas Rutledge                                |
| Attorney                 | Thomas Rutledge                                |
| Billing Code             |                                                |
| Case Title               | Flores vs EVOLUTION HOSPITALITY LLC [IMAGED]   |
| Court                    | Superior Court of California, San Diego County |
| Court Transaction Number | 21392583                                       |
| Case Number              | 37-2022-00028728-CU-OE-CTL                     |
| Documents                | Original Summons                               |

| ONE LEGAL FEES   | AMOUNT         |
|------------------|----------------|
| eFiling Charge   | \$12.50        |
| Convenience Fee‡ | \$0.37         |
| <b>SUBTOTAL</b>  | <b>\$12.87</b> |

| FEES SUMMARY         | AMOUNT         |
|----------------------|----------------|
| One Legal Fees       | \$12.87        |
| <b>TOTAL CHARGED</b> | <b>\$12.87</b> |

\* These mandatory fees are charged by the court or required by statute and are not One Legal service fees. One Legal disburses these fees on your behalf.

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1400 N. McDowell Blvd  
Suite 300  
Petaluma CA 94954  
TIN : 85-4343705

## Credit Card Sale

|             |          |
|-------------|----------|
| Date        | 8/2/2022 |
| Customer    | 0080553  |
| Credit Sale | 04262603 |
| Amount Due  | \$0      |

### Bill To

Law Offices of Thomas Rutledge  
16956 Via de Santa Fe, Suite 1847  
Suite 1847  
Rancho Santa Fe CA 92091

|                          |                                                |
|--------------------------|------------------------------------------------|
| Order Number             | 18648903                                       |
| Contact                  | Thomas Rutledge                                |
| Attorney                 | Thomas Rutledge                                |
| Billing Code             |                                                |
| Case Title               | Dozier vs EVOLUTION HOSPITALITY LLC [IMAGED]   |
| Court                    | Superior Court of California, San Diego County |
| Court Transaction Number | 21400460                                       |
| Case Number              | 37-2022-00028704-CU-OE-CTL                     |
| Documents                | Amended Complaint,Original Summons             |

| ONE LEGAL FEES   | AMOUNT         |
|------------------|----------------|
| eFiling Charge   | \$12.50        |
| Convenience Fee‡ | \$0.37         |
| <b>SUBTOTAL</b>  | <b>\$12.87</b> |

| FEES SUMMARY         | AMOUNT         |
|----------------------|----------------|
| One Legal Fees       | \$12.87        |
| <b>TOTAL CHARGED</b> | <b>\$12.87</b> |

\* These mandatory fees are charged by the court or required by statute and are not One Legal service fees. One Legal disburses these fees on your behalf.

‡ When paying invoices by credit card, a convenience fee will be assessed in accordance with applicable law and Terms of Service accepted at time of order. To avoid these fees, you can choose to pay via ACH.



1400 N. McDowell Blvd  
Suite 300  
Petaluma CA 94954  
TIN : 85-4343705

## Credit Card Sale

|             |          |
|-------------|----------|
| Date        | 8/4/2022 |
| Customer    | 0080553  |
| Credit Sale | 04268550 |
| Amount Due  | \$0      |

### Bill To

Law Offices of Thomas Rutledge  
16956 Via de Santa Fe, Suite 1847  
Suite 1847  
Rancho Santa Fe CA 92091

|                          |                                                |
|--------------------------|------------------------------------------------|
| Order Number             | 18665527                                       |
| Contact                  | Thomas Rutledge                                |
| Attorney                 | Thomas Rutledge                                |
| Billing Code             |                                                |
| Case Title               | Flores vs EVOLUTION HOSPITALITY LLC [IMAGED]   |
| Court                    | Superior Court of California, San Diego County |
| Court Transaction Number | 21403170                                       |
| Case Number              | 37-2022-00028728-CU-OE-CTL                     |
| Documents                | Amended Complaint,Original Summons             |

| ONE LEGAL FEES   | AMOUNT         |
|------------------|----------------|
| eFiling Charge   | \$12.50        |
| Convenience Fee‡ | \$0.37         |
| <b>SUBTOTAL</b>  | <b>\$12.87</b> |

| FEES SUMMARY         | AMOUNT         |
|----------------------|----------------|
| One Legal Fees       | \$12.87        |
| <b>TOTAL CHARGED</b> | <b>\$12.87</b> |

\* These mandatory fees are charged by the court or required by statute and are not One Legal service fees. One Legal disburses these fees on your behalf.

‡ When paying invoices by credit card, a convenience fee will be assessed in accordance with applicable law and Terms of Service accepted at time of order. To avoid these fees, you can choose to pay via ACH.



1400 N. McDowell Blvd  
Suite 300  
Petaluma CA 94954  
TIN : 85-4343705

## Credit Card Sale

|             |           |
|-------------|-----------|
| Date        | 10/5/2022 |
| Customer    | 0080553   |
| Credit Sale | 04422887  |
| Amount Due  | \$0       |

### Bill To

Law Offices of Thomas Rutledge  
16956 Via de Santa Fe, Suite 1847  
Suite 1847  
Rancho Santa Fe CA 92091

|                          |                                                |
|--------------------------|------------------------------------------------|
| Order Number             | 19040226                                       |
| Contact                  | Thomas Rutledge                                |
| Attorney                 | Thomas Rutledge                                |
| Billing Code             |                                                |
| Case Title               | Dozier vs EVOLUTION HOSPITALITY LLC [IMAGED]   |
| Court                    | Superior Court of California, San Diego County |
| Court Transaction Number | 21464464                                       |
| Case Number              | 37-2022-00028704-CU-OE-CTL                     |
| Documents                | Opposition - Other                             |

| ONE LEGAL FEES   | AMOUNT         |
|------------------|----------------|
| eFiling Charge   | \$12.50        |
| eServe Charge    | \$3.00         |
| Convenience Fee‡ | \$0.46         |
| <b>SUBTOTAL</b>  | <b>\$15.96</b> |

| FEES SUMMARY         | AMOUNT         |
|----------------------|----------------|
| One Legal Fees       | \$15.96        |
| <b>TOTAL CHARGED</b> | <b>\$15.96</b> |

\* These mandatory fees are charged by the court or required by statute and are not One Legal service fees. One Legal disburses these fees on your behalf.

‡ When paying invoices by credit card, a convenience fee will be assessed in accordance with applicable law and Terms of Service accepted at time of order. To avoid these fees, you can choose to pay via ACH.



1400 N. McDowell Blvd  
Suite 300  
Petaluma CA 94954  
TIN : 85-4343705

## Credit Card Sale

|             |            |
|-------------|------------|
| Date        | 10/17/2022 |
| Customer    | 0080553    |
| Credit Sale | 04453584   |
| Amount Due  | \$0        |

### Bill To

Law Offices of Thomas Rutledge  
16956 Via de Santa Fe, Suite 1847  
Suite 1847  
Rancho Santa Fe CA 92091

|                          |                                                   |
|--------------------------|---------------------------------------------------|
| Order Number             | 19112086                                          |
| Contact                  | Thomas Rutledge                                   |
| Attorney                 | Thomas Rutledge                                   |
| Billing Code             |                                                   |
| Case Title               | Flores v. Evolution Hospitality, LLC, et al.      |
| Court                    | Superior Court of California, San Diego County    |
| Court Transaction Number | 21476129                                          |
| Case Number              |                                                   |
| Documents                | Complaint,Civil Case Cover Sheet,Original Summons |

| ONE LEGAL FEES   | AMOUNT         |
|------------------|----------------|
| eFiling Charge   | \$12.50        |
| Convenience Fee‡ | \$0.37         |
| <b>SUBTOTAL</b>  | <b>\$12.87</b> |

| FEES SUMMARY         | AMOUNT         |
|----------------------|----------------|
| One Legal Fees       | \$12.87        |
| <b>TOTAL CHARGED</b> | <b>\$12.87</b> |

\* These mandatory fees are charged by the court or required by statute and are not One Legal service fees. One Legal disburses these fees on your behalf.

‡ When paying invoices by credit card, a convenience fee will be assessed in accordance with applicable law and Terms of Service accepted at time of order. To avoid these fees, you can choose to pay via ACH.



1400 N. McDowell Blvd  
Suite 300  
Petaluma CA 94954  
TIN : 85-4343705

## Credit Card Sale

|             |            |
|-------------|------------|
| Date        | 10/18/2022 |
| Customer    | 0080553    |
| Credit Sale | 04459395   |
| Amount Due  | \$0        |

### Bill To

Law Offices of Thomas Rutledge  
16956 Via de Santa Fe, Suite 1847  
Suite 1847  
Rancho Santa Fe CA 92091

|                          |                                                   |
|--------------------------|---------------------------------------------------|
| Order Number             | 19117904                                          |
| Contact                  | Thomas Rutledge                                   |
| Attorney                 | Thomas Rutledge                                   |
| Billing Code             |                                                   |
| Case Title               | Flores v. Evolution Hospitality, LLC, et al.      |
| Court                    | Superior Court of California, San Diego County    |
| Court Transaction Number | 21477138                                          |
| Case Number              |                                                   |
| Documents                | Complaint,Civil Case Cover Sheet,Original Summons |

| ONE LEGAL FEES   | AMOUNT         |
|------------------|----------------|
| eFiling Charge   | \$12.50        |
| Convenience Fee‡ | \$0.37         |
| <b>SUBTOTAL</b>  | <b>\$12.87</b> |

| FEES SUMMARY         | AMOUNT         |
|----------------------|----------------|
| One Legal Fees       | \$12.87        |
| <b>TOTAL CHARGED</b> | <b>\$12.87</b> |

\* These mandatory fees are charged by the court or required by statute and are not One Legal service fees. One Legal disburses these fees on your behalf.

‡ When paying invoices by credit card, a convenience fee will be assessed in accordance with applicable law and Terms of Service accepted at time of order. To avoid these fees, you can choose to pay via ACH.



1400 N. McDowell Blvd  
Suite 300  
Petaluma CA 94954  
TIN : 85-4343705

## Credit Card Sale

|             |            |
|-------------|------------|
| Date        | 10/21/2022 |
| Customer    | 0080553    |
| Credit Sale | 04468251   |
| Amount Due  | \$0        |

### Bill To

Law Offices of Thomas Rutledge  
16956 Via de Santa Fe, Suite 1847  
Suite 1847  
Rancho Santa Fe CA 92091

|                          |                                                   |
|--------------------------|---------------------------------------------------|
| Order Number             | 19147854                                          |
| Contact                  | Thomas Rutledge                                   |
| Attorney                 | Thomas Rutledge                                   |
| Billing Code             |                                                   |
| Case Title               | Flores vs Evolution Hospitality LLC [E-FILE]      |
| Court                    | Superior Court of California, San Diego County    |
| Court Transaction Number | 21481748                                          |
| Case Number              | 37-2022-00042160-CU-OE-CTL                        |
| Documents                | Complaint,Civil Case Cover Sheet,Original Summons |

### STATUTORY DISBURSEMENTS\*

### AMOUNT

|                  |                   |
|------------------|-------------------|
| Court Filing Fee | \$1,435.00        |
| <b>SUBTOTAL</b>  | <b>\$1,435.00</b> |

### ONE LEGAL FEES

### AMOUNT

|                  |                |
|------------------|----------------|
| eFiling Charge   | \$12.50        |
| Convenience Fee‡ | \$42.70        |
| <b>SUBTOTAL</b>  | <b>\$55.20</b> |

### FEES SUMMARY

### AMOUNT

|                      |                   |
|----------------------|-------------------|
| Disbursements        | \$1,435.00        |
| One Legal Fees       | \$55.20           |
| <b>TOTAL CHARGED</b> | <b>\$1,490.20</b> |

\* These mandatory fees are charged by the court or required by statute and are not One Legal service fees. One Legal disburses these fees on your behalf.

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1400 N. McDowell Blvd  
Suite 300  
Petaluma CA 94954  
TIN : 85-4343705

## Credit Card Sale

|             |            |
|-------------|------------|
| Date        | 10/24/2022 |
| Customer    | 0080553    |
| Credit Sale | 04474548   |
| Amount Due  | \$0        |

### Bill To

Law Offices of Thomas Rutledge  
16956 Via de Santa Fe, Suite 1847  
Suite 1847  
Rancho Santa Fe CA 92091

|                          |                                                |
|--------------------------|------------------------------------------------|
| Order Number             | 19157529                                       |
| Contact                  | Thomas Rutledge                                |
| Attorney                 | Thomas Rutledge                                |
| Billing Code             |                                                |
| Case Title               | Flores vs Evolution Hospitality LLC [E-FILE]   |
| Court                    | Superior Court of California, San Diego County |
| Court Transaction Number | 21483399                                       |
| Case Number              | 37-2022-00042160-CU-OE-CTL                     |
| Documents                | Original Summons                               |

| ONE LEGAL FEES   | AMOUNT         |
|------------------|----------------|
| eFiling Charge   | \$12.50        |
| Convenience Fee‡ | \$0.37         |
| <b>SUBTOTAL</b>  | <b>\$12.87</b> |

| FEES SUMMARY         | AMOUNT         |
|----------------------|----------------|
| One Legal Fees       | \$12.87        |
| <b>TOTAL CHARGED</b> | <b>\$12.87</b> |

\* These mandatory fees are charged by the court or required by statute and are not One Legal service fees. One Legal disburses these fees on your behalf.

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1400 N. McDowell Blvd  
Suite 300  
Petaluma CA 94954  
TIN : 85-4343705

## Credit Card Sale

|             |            |
|-------------|------------|
| Date        | 10/27/2022 |
| Customer    | 0080553    |
| Credit Sale | 04485557   |
| Amount Due  | \$0        |

### Bill To

Law Offices of Thomas Rutledge  
16956 Via de Santa Fe, Suite 1847  
Suite 1847  
Rancho Santa Fe CA 92091

|                          |                                                |
|--------------------------|------------------------------------------------|
| Order Number             | 19172085                                       |
| Contact                  | Thomas Rutledge                                |
| Attorney                 | Thomas Rutledge                                |
| Billing Code             |                                                |
| Case Title               | Flores vs Evolution Hospitality LLC [E-FILE]   |
| Court                    | Superior Court of California, San Diego County |
| Court Transaction Number | 21485645                                       |
| Case Number              | 37-2022-00042160-CU-OE-CTL                     |
| Documents                | Original Summons                               |

| ONE LEGAL FEES   | AMOUNT         |
|------------------|----------------|
| eFiling Charge   | \$12.50        |
| Convenience Fee‡ | \$0.37         |
| <b>SUBTOTAL</b>  | <b>\$12.87</b> |

| FEES SUMMARY         | AMOUNT         |
|----------------------|----------------|
| One Legal Fees       | \$12.87        |
| <b>TOTAL CHARGED</b> | <b>\$12.87</b> |

\* These mandatory fees are charged by the court or required by statute and are not One Legal service fees. One Legal disburses these fees on your behalf.

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1400 N. McDowell Blvd  
Suite 300  
Petaluma CA 94954  
TIN : 85-4343705

## Credit Card Sale

|             |            |
|-------------|------------|
| Date        | 10/28/2022 |
| Customer    | 0080553    |
| Credit Sale | 04489168   |
| Amount Due  | \$0        |

### Bill To

Law Offices of Thomas Rutledge  
16956 Via de Santa Fe, Suite 1847  
Suite 1847  
Rancho Santa Fe CA 92091

|                          |                                                |
|--------------------------|------------------------------------------------|
| Order Number             | 19201812                                       |
| Contact                  | Thomas Rutledge                                |
| Attorney                 | Thomas Rutledge                                |
| Billing Code             |                                                |
| Case Title               | Flores vs EVOLUTION HOSPITALITY LLC [IMAGED]   |
| Court                    | Superior Court of California, San Diego County |
| Court Transaction Number | 21490043                                       |
| Case Number              | 37-2022-00028728-CU-OE-CTL                     |
| Documents                | Notice of Related Case                         |

| ONE LEGAL FEES   | AMOUNT         |
|------------------|----------------|
| eFiling Charge   | \$12.50        |
| eServe Charge    | \$1.00         |
| Convenience Fee‡ | \$0.40         |
| <b>SUBTOTAL</b>  | <b>\$13.90</b> |

| FEES SUMMARY         | AMOUNT         |
|----------------------|----------------|
| One Legal Fees       | \$13.90        |
| <b>TOTAL CHARGED</b> | <b>\$13.90</b> |

\* These mandatory fees are charged by the court or required by statute and are not One Legal service fees. One Legal disburses these fees on your behalf.

‡ When paying invoices by credit card, a convenience fee will be assessed in accordance with applicable law and Terms of Service accepted at time of order. To avoid these fees, you can choose to pay via ACH.



1400 N. McDowell Blvd  
Suite 300  
Petaluma CA 94954  
TIN : 85-4343705

## Credit Card Sale

|             |           |
|-------------|-----------|
| Date        | 11/1/2022 |
| Customer    | 0080553   |
| Credit Sale | 04496272  |
| Amount Due  | \$0       |

### Bill To

Law Offices of Thomas Rutledge  
16956 Via de Santa Fe, Suite 1847  
Suite 1847  
Rancho Santa Fe CA 92091

|                          |                                                                                        |
|--------------------------|----------------------------------------------------------------------------------------|
| Order Number             | 19119079                                                                               |
| Contact                  | Thomas Rutledge                                                                        |
| Attorney                 | Thomas Rutledge                                                                        |
| Billing Code             |                                                                                        |
| Case Title               | Dozier vs EVOLUTION HOSPITALITY LLC [IMAGED]                                           |
| Court                    | Superior Court of California, San Diego County                                         |
| Court Transaction Number | 21477302                                                                               |
| Case Number              | 37-2022-00028704-CU-OE-CTL                                                             |
| Documents                | Stipulation - Other - Fee Due, Order - Other, Amendment to Complaint, Proof of Service |

| STATUTORY DISBURSEMENTS* | AMOUNT         |
|--------------------------|----------------|
| Court Filing Fee         | \$20.00        |
| <b>SUBTOTAL</b>          | <b>\$20.00</b> |

| ONE LEGAL FEES   | AMOUNT         |
|------------------|----------------|
| eFiling Charge   | \$12.50        |
| eServe Charge    | \$3.00         |
| Convenience Fee‡ | \$1.05         |
| <b>SUBTOTAL</b>  | <b>\$16.55</b> |

| FEES SUMMARY         | AMOUNT         |
|----------------------|----------------|
| Disbursements        | \$20.00        |
| One Legal Fees       | \$16.55        |
| <b>TOTAL CHARGED</b> | <b>\$36.55</b> |

\* These mandatory fees are charged by the court or required by statute and are not One Legal service fees. One Legal disburses these fees on your behalf.

‡ When paying invoices by credit card, a convenience fee will be assessed in accordance with applicable law and Terms of Service accepted at time of order. To avoid these fees, you can choose to pay via ACH.



1400 N. McDowell Blvd  
Suite 300  
Petaluma CA 94954  
TIN : 85-4343705

## Credit Card Sale

|             |            |
|-------------|------------|
| Date        | 11/02/2022 |
| Customer    | 0080553    |
| Credit Sale | 04497821   |
| Amount Due  | \$0        |

| Bill To                                                                                                       |
|---------------------------------------------------------------------------------------------------------------|
| Law Offices of Thomas Rutledge<br>16956 Via de Santa Fe, Suite 1847<br>Suite 1847<br>Rancho Santa Fe CA 92091 |

|                          |                                                                       |
|--------------------------|-----------------------------------------------------------------------|
| Order Number             | 19219655                                                              |
| Contact                  | Thomas Rutledge                                                       |
| Attorney                 | Thomas Rutledge                                                       |
| Billing Code             |                                                                       |
| Case Title               | Flores vs EVOLUTION HOSPITALITY LLC [IMAGED]                          |
| Court                    | Superior Court of California, San Diego County                        |
| Court Transaction Number | 21492896                                                              |
| Case Number              | 37-2022-00028728-CU-OE-CTL                                            |
| Documents                | Ex Parte Application - Other and Supporting Documents, Proposed Order |

| STATUTORY DISBURSEMENTS* | AMOUNT         |
|--------------------------|----------------|
| Court Filing Fee         | \$60.00        |
| <b>SUBTOTAL</b>          | <b>\$60.00</b> |

| ONE LEGAL FEES   | AMOUNT         |
|------------------|----------------|
| eFiling Charge   | \$12.50        |
| eServe Charge    | \$1.00         |
| Convenience Fee‡ | \$2.17         |
| <b>SUBTOTAL</b>  | <b>\$15.67</b> |

| FEES SUMMARY         | AMOUNT         |
|----------------------|----------------|
| Disbursements        | \$60.00        |
| One Legal Fees       | \$15.67        |
| <b>TOTAL CHARGED</b> | <b>\$75.67</b> |

\* These mandatory fees are charged by the court or required by statute and are not One Legal service fees. One Legal disburses these fees on your behalf.

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1400 N. McDowell Blvd  
Suite 300  
Petaluma CA 94954  
TIN : 85-4343705

## Credit Card Sale

|             |           |
|-------------|-----------|
| Date        | 11/4/2022 |
| Customer    | 0080553   |
| Credit Sale | 04508307  |
| Amount Due  | \$0       |

### Bill To

Law Offices of Thomas Rutledge  
16956 Via de Santa Fe, Suite 1847  
Suite 1847  
Rancho Santa Fe CA 92091

|                          |                                                |
|--------------------------|------------------------------------------------|
| Order Number             | 19239404                                       |
| Contact                  | Thomas Rutledge                                |
| Attorney                 | Thomas Rutledge                                |
| Billing Code             |                                                |
| Case Title               | Dozier vs EVOLUTION HOSPITALITY LLC [IMAGED]   |
| Court                    | Superior Court of California, San Diego County |
| Court Transaction Number | 21495951                                       |
| Case Number              | 37-2022-00028704-CU-OE-CTL                     |
| Documents                | Amended Complaint                              |

| ONE LEGAL FEES   | AMOUNT         |
|------------------|----------------|
| eFiling Charge   | \$12.50        |
| eServe Charge    | \$3.00         |
| Convenience Fee‡ | \$0.46         |
| <b>SUBTOTAL</b>  | <b>\$15.96</b> |

| FEES SUMMARY         | AMOUNT         |
|----------------------|----------------|
| One Legal Fees       | \$15.96        |
| <b>TOTAL CHARGED</b> | <b>\$15.96</b> |

\* These mandatory fees are charged by the court or required by statute and are not One Legal service fees. One Legal disburses these fees on your behalf.

‡ When paying invoices by credit card, a convenience fee will be assessed in accordance with applicable law and Terms of Service accepted at time of order. To avoid these fees, you can choose to pay via ACH.



1400 N. McDowell Blvd  
Suite 300  
Petaluma CA 94954  
TIN : 85-4343705

## Credit Card Sale

|             |           |
|-------------|-----------|
| Date        | 11/4/2022 |
| Customer    | 0080553   |
| Credit Sale | 04508442  |
| Amount Due  | \$0       |

### Bill To

Law Offices of Thomas Rutledge  
16956 Via de Santa Fe, Suite 1847  
Suite 1847  
Rancho Santa Fe CA 92091

|                          |                                                |
|--------------------------|------------------------------------------------|
| Order Number             | 19201780                                       |
| Contact                  | Thomas Rutledge                                |
| Attorney                 | Thomas Rutledge                                |
| Billing Code             |                                                |
| Case Title               | Flores vs Evolution Hospitality LLC [E-FILE]   |
| Court                    | Superior Court of California, San Diego County |
| Court Transaction Number | 21490040                                       |
| Case Number              | 37-2022-00042160-CU-OE-CTL                     |
| Documents                | Notice of Related Case                         |

| ONE LEGAL FEES   | AMOUNT         |
|------------------|----------------|
| eFiling Charge   | \$12.50        |
| eServe Charge    | \$1.00         |
| Convenience Fee‡ | \$0.40         |
| <b>SUBTOTAL</b>  | <b>\$13.90</b> |

| FEES SUMMARY         | AMOUNT         |
|----------------------|----------------|
| One Legal Fees       | \$13.90        |
| <b>TOTAL CHARGED</b> | <b>\$13.90</b> |

\* These mandatory fees are charged by the court or required by statute and are not One Legal service fees. One Legal disburses these fees on your behalf.

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1400 N. McDowell Blvd  
Suite 300  
Petaluma CA 94954  
TIN : 85-4343705

## Credit Card Sale

|             |            |
|-------------|------------|
| Date        | 12/30/2022 |
| Customer    | 0080553    |
| Credit Sale | 04639223   |
| Amount Due  | \$0        |

### Bill To

Law Offices of Thomas Rutledge  
16956 Via de Santa Fe, Suite 1847  
Suite 1847  
Rancho Santa Fe CA 92091

|                          |                                                |
|--------------------------|------------------------------------------------|
| Order Number             | 19557263                                       |
| Contact                  | Thomas Rutledge                                |
| Attorney                 | Thomas Rutledge                                |
| Billing Code             |                                                |
| Case Title               | Flores vs EVOLUTION HOSPITALITY LLC [IMAGED]   |
| Court                    | Superior Court of California, San Diego County |
| Court Transaction Number | 21545923                                       |
| Case Number              | 37-2022-00028728-CU-OE-CTL                     |
| Documents                | Case Management Statement                      |

| ONE LEGAL FEES   | AMOUNT         |
|------------------|----------------|
| eFiling Charge   | \$12.50        |
| eServe Charge    | \$2.00         |
| Convenience Fee‡ | \$0.43         |
| <b>SUBTOTAL</b>  | <b>\$14.93</b> |

| FEES SUMMARY         | AMOUNT         |
|----------------------|----------------|
| One Legal Fees       | \$14.93        |
| <b>TOTAL CHARGED</b> | <b>\$14.93</b> |

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‡ When paying invoices by credit card, a convenience fee will be assessed in accordance with applicable law and Terms of Service accepted at time of order. To avoid these fees, you can choose to pay via ACH.



1400 N. McDowell Blvd  
Suite 300  
Petaluma CA 94954  
TIN : 85-4343705

## Credit Card Sale

|             |          |
|-------------|----------|
| Date        | 1/3/2023 |
| Customer    | 0080553  |
| Credit Sale | 04642817 |
| Amount Due  | \$0      |

### Bill To

Law Offices of Thomas Rutledge  
16956 Via de Santa Fe, Suite 1847  
Suite 1847  
Rancho Santa Fe CA 92091

|                          |                                                   |
|--------------------------|---------------------------------------------------|
| Order Number             | 19558002                                          |
| Contact                  | Thomas Rutledge                                   |
| Attorney                 | Thomas Rutledge                                   |
| Billing Code             | 749                                               |
| Case Title               | Flores vs Evolution Hospitality LLC [IMAGED]      |
| Court                    | Superior Court of California, San Diego County    |
| Court Transaction Number | 21546041                                          |
| Case Number              | 37-2022-00052523-CU-OE-CTL                        |
| Documents                | Complaint,Civil Case Cover Sheet,Original Summons |

### STATUTORY DISBURSEMENTS\*

### AMOUNT

|                  |                 |
|------------------|-----------------|
| Court Filing Fee | \$435.00        |
| <b>SUBTOTAL</b>  | <b>\$435.00</b> |

### ONE LEGAL FEES

### AMOUNT

|                  |                |
|------------------|----------------|
| eFiling Charge   | \$12.50        |
| Convenience Fee‡ | \$13.20        |
| <b>SUBTOTAL</b>  | <b>\$25.70</b> |

### FEES SUMMARY

### AMOUNT

|                      |                 |
|----------------------|-----------------|
| Disbursements        | \$435.00        |
| One Legal Fees       | \$25.70         |
| <b>TOTAL CHARGED</b> | <b>\$460.70</b> |

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1400 N. McDowell Blvd  
Suite 300  
Petaluma CA 94954  
TIN : 85-4343705

## Credit Card Sale

|             |          |
|-------------|----------|
| Date        | 1/5/2023 |
| Customer    | 0080553  |
| Credit Sale | 04648555 |
| Amount Due  | \$0      |

### Bill To

Law Offices of Thomas Rutledge  
16956 Via de Santa Fe, Suite 1847  
Suite 1847  
Rancho Santa Fe CA 92091

|                          |                                                |
|--------------------------|------------------------------------------------|
| Order Number             | 19568460                                       |
| Contact                  | Thomas Rutledge                                |
| Attorney                 | Thomas Rutledge                                |
| Billing Code             | 749                                            |
| Case Title               | Flores vs Evolution Hospitality LLC [IMAGED]   |
| Court                    | Superior Court of California, San Diego County |
| Court Transaction Number | 21547883                                       |
| Case Number              | 37-2022-00052523-CU-OE-CTL                     |
| Documents                | Original Summons                               |

| ONE LEGAL FEES   | AMOUNT         |
|------------------|----------------|
| eFiling Charge   | \$12.50        |
| Convenience Fee‡ | \$0.37         |
| <b>SUBTOTAL</b>  | <b>\$12.87</b> |

| FEES SUMMARY         | AMOUNT         |
|----------------------|----------------|
| One Legal Fees       | \$12.87        |
| <b>TOTAL CHARGED</b> | <b>\$12.87</b> |

\* These mandatory fees are charged by the court or required by statute and are not One Legal service fees. One Legal disburses these fees on your behalf.

‡ When paying invoices by credit card, a convenience fee will be assessed in accordance with applicable law and Terms of Service accepted at time of order. To avoid these fees, you can choose to pay via ACH.



1400 N. McDowell Blvd  
Suite 300  
Petaluma CA 94954  
TIN : 85-4343705

## Credit Card Sale

|             |           |
|-------------|-----------|
| Date        | 1/10/2023 |
| Customer    | 0080553   |
| Credit Sale | 04659906  |
| Amount Due  | \$0       |

### Bill To

Law Offices of Thomas Rutledge  
16956 Via de Santa Fe, Suite 1847  
Suite 1847  
Rancho Santa Fe CA 92091

|                          |                                                |
|--------------------------|------------------------------------------------|
| Order Number             | 19609347                                       |
| Contact                  | Thomas Rutledge                                |
| Attorney                 | Thomas Rutledge                                |
| Billing Code             | 749                                            |
| Case Title               | Flores vs Evolution Hospitality LLC [IMAGED]   |
| Court                    | Superior Court of California, San Diego County |
| Court Transaction Number | 21554467                                       |
| Case Number              | 37-2022-00052523-CU-OE-CTL                     |
| Documents                | Notice of Related Case                         |

| ONE LEGAL FEES   | AMOUNT         |
|------------------|----------------|
| eFiling Charge   | \$12.50        |
| Convenience Fee‡ | \$0.37         |
| <b>SUBTOTAL</b>  | <b>\$12.87</b> |

| FEES SUMMARY         | AMOUNT         |
|----------------------|----------------|
| One Legal Fees       | \$12.87        |
| <b>TOTAL CHARGED</b> | <b>\$12.87</b> |

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‡ When paying invoices by credit card, a convenience fee will be assessed in accordance with applicable law and Terms of Service accepted at time of order. To avoid these fees, you can choose to pay via ACH.



1400 N. McDowell Blvd  
Suite 300  
Petaluma CA 94954  
TIN : 85-4343705

## Credit Card Sale

|             |           |
|-------------|-----------|
| Date        | 1/10/2023 |
| Customer    | 0080553   |
| Credit Sale | 04659972  |
| Amount Due  | \$0       |

### Bill To

Law Offices of Thomas Rutledge  
16956 Via de Santa Fe, Suite 1847  
Suite 1847  
Rancho Santa Fe CA 92091

|                          |                                                |
|--------------------------|------------------------------------------------|
| Order Number             | 19609378                                       |
| Contact                  | Thomas Rutledge                                |
| Attorney                 | Thomas Rutledge                                |
| Billing Code             |                                                |
| Case Title               | Flores vs Evolution Hospitality LLC [E-FILE]   |
| Court                    | Superior Court of California, San Diego County |
| Court Transaction Number | 21554473                                       |
| Case Number              | 37-2022-00042160-CU-OE-CTL                     |
| Documents                | Notice of Related Case                         |

| ONE LEGAL FEES   | AMOUNT         |
|------------------|----------------|
| eFiling Charge   | \$12.50        |
| eServe Charge    | \$3.00         |
| Convenience Fee‡ | \$0.46         |
| <b>SUBTOTAL</b>  | <b>\$15.96</b> |

| FEES SUMMARY         | AMOUNT         |
|----------------------|----------------|
| One Legal Fees       | \$15.96        |
| <b>TOTAL CHARGED</b> | <b>\$15.96</b> |

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1400 N. McDowell Blvd  
Suite 300  
Petaluma CA 94954  
TIN : 85-4343705

## Credit Card Sale

|             |           |
|-------------|-----------|
| Date        | 1/23/2023 |
| Customer    | 0080553   |
| Credit Sale | 04692707  |
| Amount Due  | \$0       |

### Bill To

Law Offices of Thomas Rutledge  
16956 Via de Santa Fe, Suite 1847  
Suite 1847  
Rancho Santa Fe CA 92091

|                          |                                                           |
|--------------------------|-----------------------------------------------------------|
| Order Number             | 19690677                                                  |
| Contact                  | Thomas Rutledge                                           |
| Attorney                 | Thomas Rutledge                                           |
| Billing Code             |                                                           |
| Case Title               | Flores vs Evolution Hospitality LLC [E-FILE]              |
| Court                    | Superior Court of California, San Diego County            |
| Court Transaction Number | 21567410                                                  |
| Case Number              | 37-2022-00042160-CU-OE-CTL                                |
| Documents                | Proof of Service of 30-day Summons & Complaint - Personal |

| ONE LEGAL FEES   | AMOUNT         |
|------------------|----------------|
| eFiling Charge   | \$12.95        |
| eServe Charge    | \$3.00         |
| Convenience Fee‡ | \$0.47         |
| <b>SUBTOTAL</b>  | <b>\$16.42</b> |

| FEES SUMMARY         | AMOUNT         |
|----------------------|----------------|
| One Legal Fees       | \$16.42        |
| <b>TOTAL CHARGED</b> | <b>\$16.42</b> |

\* These mandatory fees are charged by the court or required by statute and are not One Legal service fees. One Legal disburses these fees on your behalf.

‡ When paying invoices by credit card, a convenience fee will be assessed in accordance with applicable law and Terms of Service accepted at time of order. To avoid these fees, you can choose to pay via ACH.



1400 N. McDowell Blvd  
Suite 300  
Petaluma CA 94954  
TIN : 85-4343705

## Credit Card Sale

|             |           |
|-------------|-----------|
| Date        | 02/9/2023 |
| Customer    | 0080553   |
| Credit Sale | 04740835  |
| Amount Due  | \$0       |

### Bill To

Law Offices of Thomas Rutledge  
16956 Via de Santa Fe, Suite 1847  
Suite 1847  
Rancho Santa Fe CA 92091

|                          |                                                                       |
|--------------------------|-----------------------------------------------------------------------|
| Order Number             | 19799858                                                              |
| Contact                  | Thomas Rutledge                                                       |
| Attorney                 | Thomas Rutledge                                                       |
| Billing Code             |                                                                       |
| Case Title               | Flores vs EVOLUTION HOSPITALITY LLC [IMAGED]                          |
| Court                    | Superior Court of California, San Diego County                        |
| Court Transaction Number | 21585005                                                              |
| Case Number              | 37-2022-00028728-CU-OE-CTL                                            |
| Documents                | Ex Parte Application - Other and Supporting Documents, Proposed Order |

| STATUTORY DISBURSEMENTS* | AMOUNT         |
|--------------------------|----------------|
| Court Filing Fee         | \$60.00        |
| <b>SUBTOTAL</b>          | <b>\$60.00</b> |

| ONE LEGAL FEES   | AMOUNT         |
|------------------|----------------|
| eFiling Charge   | \$12.95        |
| eServe Charge    | \$2.00         |
| Convenience Fee‡ | \$2.21         |
| <b>SUBTOTAL</b>  | <b>\$17.16</b> |

| FEES SUMMARY         | AMOUNT         |
|----------------------|----------------|
| Disbursements        | \$60.00        |
| One Legal Fees       | \$17.16        |
| <b>TOTAL CHARGED</b> | <b>\$77.16</b> |

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‡ When paying invoices by credit card, a convenience fee will be assessed in accordance with applicable law and Terms of Service accepted at time of order. To avoid these fees, you can choose to pay via ACH.



Mailing Address:  
5100-B1 Clayton Road #368  
Concord, California 94521  
(510) 707-6400  
www.ortmanmediation.com

Invoice No. 2863

Mediation Date: January 17, 2024

Case Name: Lloyd Dozier and Armando Flores, et al. vs. Evolution Hospitality, LLC; Aimbridge Hospitality, LLC; Evolution Hospitality Employee Services LLC; Aimbridge Employee Service Corp.; Aimbridge Parent, Inc.

April 11, 2023

---

### INVOICE SUMMARY

The Law Offices of Thomas D. Rutledge .....\$13,000.00

Fisher & Phillips LLP .....\$13,000.00

(Defense: If this invoice is paid by the Employer, please pay the Employer's portion ONLY – NOT the total amount of the invoice.)

**Total Fees (combined amongst all parties) .....\$26,000.00**

### PAYMENT DUE: October 19, 2023

Please return **THIS COPY** with your **PAYMENT** and **INVOICE NUMBER** on Payment.  
**IF PAYING BY WIRE TRANSFER/ACH**, please reference case name and invoice number.  
**OUR TAX ID NUMBER IS: 82-1691801**

**PAYMENT BY CHECK SHOULD BE SENT TO (Please note our new mailing address):**

Ortman Mediation, Inc.  
5100-B1 Clayton Road #368  
Concord, California 94521-3165

### PAYMENT BY WIRE TRANSFER/ACH SHOULD BE MADE AS FOLLOWS:

Bank Name: Citibank  
Account Name: Ortman Mediation, Inc.  
Account Number: 208211201  
ABA Wire Payment/Routing Number: 321171184  
Swift Code: CITIUS33



# Summons and First Amended Complaint / Service Of Process

We appreciate your business.

## Bill To

Thomas D. Rutledge  
thomasrutledgelaw@gmail.com  
619-886-7224  
16956 Via de Santa Fe  
Suite 1847  
Rancho Santa Fe, California 92091

## Invoice Details

PDF created August 17, 2022  
\$65.00

## Payment

Due August 17, 2022  
\$65.00

| Item                                                                                                                                                                                     | Quantity | Price   | Amount  |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|---------|---------|
| Custom Amount<br><i>Case #37-2022-00028704-CU-OE-CTL</i><br><br><i>Evolution Hospitality LLC<br/>c/o C T Corporation System<br/>330 N. Brand Blvd., Suite 700<br/>Glendale, CA 91203</i> | 1        | \$65.00 | \$65.00 |

Subtotal \$65.00

**Total Paid \$65.00**

## Payments

Aug 17, 2022 (Visa 1942) \$65.00



## View online

To view your invoice go to <https://gosq.me/u/3bIEz10z>

Or open your camera on your mobile device, and place the code on the left within the camera's view.



# Summons and First Amended Complaint / Service Of Process

We appreciate your business.

## Bill To

Thomas D. Rutledge  
thomasrutledgelaw@gmail.com  
619-886-7224  
16956 Via de Santa Fe  
Suite 1847  
Rancho Santa Fe, California 92091

## Invoice Details

PDF created August 17, 2022  
\$65.00

## Payment

Due August 17, 2022  
\$65.00

| Item                                                                                                                                                                                      | Quantity | Price   | Amount  |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|---------|---------|
| Custom Amount<br><i>Case #37-2022-00028728-CU-OE-CTL</i><br><br><i>Evolution Hospitality, LLC<br/>c/o C T Corporation System<br/>330 N. Brand Blvd., Suite 700<br/>Glendale, CA 91203</i> | 1        | \$65.00 | \$65.00 |

Subtotal \$65.00

**Total Paid \$65.00**

## Payments

Aug 17, 2022 (Visa 1942) \$65.00



## View online

To view your invoice go to <https://gosq.me/u/HzrvvmwS>  
Or open your camera on your mobile device, and place the code on the left within the camera's view.



sacramento  
internet marketing agency  
-----  
WHO YOU HIRE MATTERS

## RECEIPT

**FROM:**

Sacramento Internet Marketing Agency  
14727 S Urbana Ave  
Bixby, OK 74008  
916-205-9242

**TO:**

Thomas Rutledge  
16956 Via de Santa Fe, Suite 1847  
Rancho Santa Fe, CA 92091  
619-886-7224

**INVOICE #: 1789   INVOICE DATE: 1-27-23   PAYMENT DUE: \$3,800   DUE DATE: 1-27-23**

| ITEM        | DESCRIPTION                                      | CHARGE  |
|-------------|--------------------------------------------------|---------|
| 1           | Facebook/Instagram Plaintiff Finding Advertising | \$3,800 |
| TOTAL       |                                                  | \$3,800 |
| PAID        |                                                  | \$3,800 |
| BALANCE DUE |                                                  | 0       |

**PROOF OF SERVICE**

STATE OF CALIFORNIA

COUNTY OF SAN DIEGO

I, Thomas D. Rutledge, the undersigned, am employed in the County of San Diego, State of California; I am over the age of 18 and not a party to the within action; my business address is 16956 Via de Santa Fe, Suite 1847, Rancho Santa Fe, California 92091-4606.

On August 12, 2024, I served the foregoing document(s) described as:

**NOTICE OF PLAINTIFFS' UNOPPOSED EX PARTE APPLICATION TO APPROVE PAGA SETTLEMENT; MEM. OF P&A'S ISO THEREOF; AND DECLARATION OF THOMAS D. RUTLEDGE ISO THEREOF**

on the interested parties to this action by placing a copy thereof enclosed in a sealed envelope addressed as follows: **See Attached List.**

☒ **(BY MAIL)** I am readily familiar with the business practice for collection and processing of correspondence for mailing with the United States Postal Service. This correspondence was deposited with the United States Postal Service this same day in the ordinary course of business at our Firm's office address in San Diego County, California.

☒ **(BY EMAIL)** I served the foregoing document by email on the interested parties to this action as follows: **See Attached List.**

☐ **(BY PERSONAL SERVICE)** I caused such envelope to be delivered by hand to the offices of the above named addressee(s).

☐ **(BY FACSIMILE)** I caused such documents to be delivered via facsimile to the offices of the addressee(s) at the following facsimile number:

Executed August 12, 2024, at San Diego, California.

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

Thomas D. Rutledge  
/s/Thomas D. Rutledge  
Declarant

**SERVICE LIST**

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Attorney for Defendants