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11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

12 **IN AND FOR THE COUNTY OF RIVERSIDE**

13 VICTOR BARCENAS, on behalf of the
14 State of California, as a private attorney
general,

15 Plaintiff,

16 v.

17 BESHAY FOODS, INC., a California
18 Corporation; and DOES 1 through 50,
inclusive,

19 Defendants.

Case No.: **CVRI2301510**

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

Hearing Date: April 5, 2025

Hearing Time: 8:30 a.m.

Judge: Hon. Harold W. Hopp

Dept.: 1

Complaint Filed: March 24, 2023

Trial Date: Not Set

1 I, Kyle Nordrehaug, declare as follows:

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

8 2. CMO ¶ D(1)(a)-(b) - A true and correct copy of the fully executed PAGA Settlement
9 Agreement ("Agreement") with Defendant Beshay Foods, Inc. ("Defendant") is attached as Exhibit
10 #1. On July 22, 2024, the Parties engaged in a mediation session before mediator Steve Mehta.
11 Through arms-length negotiations with the assistance of the mediator, the Parties reached an
12 agreement to settle the Action which led to the signing of a Memorandum of Understanding.

13 3. The Litigation –

14 (a) PAGA Counsel mailed the necessary correspondence to the California Labor and
15 Workforce Development Agency ("LWDA") on January 3, 2023, on behalf of Plaintiff, requesting
16 authorization from the LWDA to seek civil penalties as provided by the Private Attorney General Act
17 of 2004 ("PAGA") for the wage and hour violations alleged in the PAGA Notice. A true and correct
18 copy of this PAGA Notice is attached hereto as Exhibit #5. The 65-day notice period for the LWDA
19 to notify of its intent to investigate expired on March 9, 2023. On March 24, 2023, Plaintiff filed a
20 Representative Action Complaint in this Court against Defendant, alleging a single cause of action for
21 recovery of civil penalties for Violation of the PAGA [Labor Code §§ 2698, *et seq.*]. Plaintiff and
22 Defendant agreed to private mediation with Steve Mehta, Esq. Prior to the mediation, the Parties
23 conducted significant investigation and discovery of the facts and law. Defendant produced documents
24 relating to its policies, practices, and procedures regarding paying non-exempt employees for all hours
25 worked, overtime, meal and rest period policies, payroll and operations policies, and more. Plaintiff
26 was provided with sufficient records and data to determine the number of Aggrieved Employees and
27 the number of pay periods in the PAGA Period. The Parties agree that the above-described
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1 investigation and evaluation, as well as the information exchanged during the settlement negotiations,
2 are more than sufficient to assess the merits of the Parties' positions and to compromise the issues on
3 a fair and equitable basis.

4 (b) **CMO ¶D(2)(a)**— The alleged violations in this matter are premised on the Defendant's
5 alleged failure to pay all wages owed at the correct rate of pay that accounts for certain non-
6 discretionary remuneration; Defendant's alleged failure to pay wages for all time Aggrieved
7 Employees' were under Defendant's control, including all time they were suffered or permitted to
8 work; Defendant's alleged failure to provide California-compliant meal periods and rest breaks;
9 Defendant's alleged failure to reimburse for reasonable business expenses; and Defendant's alleged
10 failure to furnish complete and accurate wage statements. Defendant denies that it failed to pay all
11 wages owed, that it failed to provide compliant meal and rest breaks, that it failed to reimburse for
12 reasonable business expenses, and that it failed to furnish complete and accurate wage statements.
13 Plaintiff's theory of PAGA liability as argued at mediation alleged that Plaintiff allegedly worked off
14 the clock at the direction of his supervisors and managers which included both working through his
15 lunch periods and/or after his shifts ended to stock the restaurant, finish making cash deposits, finish
16 assisting customers at the cash register or drive-through, and ensuring safety and cleanliness standards
17 were met. Additionally, as a result of alleged understaffing, Plaintiff and his coworkers were allegedly
18 required to work through his lunch periods and rest periods on a regular basis. Although Defendant
19 kept records of meal and rest break compliance, Defendant's system was allegedly deficient. Finally,
20 Defendant allegedly failed to provide reimbursement for required business expenses in that Plaintiff
21 was required to use his personal cell phone in order to respond to Defendant and for scheduling
22 purposes. Defendant denies these allegations made by Plaintiff. Defendant disputes liability and
23 disputes that any allegedly aggrieved employees were likely to receive any recovery.

24 (c) On July 22, 2024, the Parties engaged in an all-day mediation session before mediator,
25 Steve Mehta, Esq., a respected and experienced mediator knowledgeable of both the wage and hour
26 laws and representative claims at issue in this action. Through arms-length negotiations with the
27 assistance of the mediator, the Parties reached an agreement to settle the PAGA claims in this action
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1 which led to the signing of a Memorandum of Understanding memorializing the settlement. The
2 settlement was negotiated in light of all known facts and circumstances and the uncertainty associated
3 with litigation – including the risk of Plaintiff not being able to maintain representative claims, the
4 difficulty of proving Plaintiff’s claims in a manageable trial, the merits of Defendant’s potential
5 defenses and expert findings, and the significant delay and potential appellate issues inherent to
6 litigation – and was reached after extensive arm’s length negotiations, with the assistance of mediator,
7 Steve Mehta, Esq.

8 4. The claim before this Court is solely the representative claim under PAGA on behalf
9 of the State of California for civil penalties pursuant to the PAGA. The parties have agreed to settle
10 this PAGA claim in its entirety after investigation and an arm’s length mediation session. The PAGA
11 settlement is subject to Court approval consistent with Labor Code §2699(1)(2). (Agreement at ¶
12 III(D)(I)-(J)). The Agreement negotiated by the Parties provides for a “Gross PAGA Settlement
13 Amount” payment in the amount of \$385,000 to resolve the Released PAGA Claims (hereinafter
14 referred to as the “PAGA Settlement”). From this PAGA Settlement of \$385,000, there is a deduction
15 of attorneys’ fees (“PAGA Counsel Fees Payment”) in the amount of \$128,333 (which is one-third of
16 the PAGA Settlement), reimbursement of incurred costs (“PAGA Counsel Litigation Expenses
17 Payment”) in an amount not to exceed \$25,000, and Administration Costs not to exceed \$13,500.
18 (Agreement at ¶¶ III(D)(1)-(3)).¹ After these deductions, the amount remaining is the “PAGA
19 Payment”, which is estimated to be no less than \$218,167. Of the PAGA Payment amount which is no
20 less than \$218,167, seventy-five percent (75%) (no less than \$163,625.25) will be paid to the LWDA,
21 and the remaining twenty-five percent (25%) (no less than \$54,541.75) will be paid to the Aggrieved
22 Employees (Agreement at ¶ III(D)(1)). “Aggrieved Employee” means all individuals who are or
23 previously were employed by Defendant in California and classified as a non-exempt employee at any
24 time during the PAGA Period. The PAGA Period is the period from January 3, 2022 to July 22, 2024

25 _____
26 ¹ If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses
27 Payment less than the amounts requested, the Administrator will allocate the remainder of these
28 amounts to the PAGA Payment. (Agreement at ¶¶ III(D)(2)). To the extent the Administration
Expenses are less, or the Court approves payment less than \$13,500, the Administrator will allocate
the remainder of this amount to the PAGA Payment (*Id.* at ¶ III(D)(3)).

1 unless otherwise defined in Section III(C). (Agreement at ¶¶ I(B), I(K).) The Individual PAGA
2 Payment for each Aggrieved Employee shall be based on the number of pay periods each Aggrieved
3 Employee worked during the PAGA Period as an Aggrieved Employee, as a percentage of the total pay
4 periods worked by all Aggrieved Employees during the PAGA Period. (Agreement at ¶ III(D)(1)(a).)
5 The PAGA Period is the time period from January 3, 2022 to July 22, 2024 unless otherwise defined
6 in Section III(C). (Agreement at ¶ I(K)). For mediation, Defendant represented that there are
7 approximately 1,964 Aggrieved Employees who collectively worked approximately 38,100 pay periods
8 during the PAGA Period. (Agreement at ¶ III(C)). Upon full funding of the Gross PAGA Settlement
9 Amount, the Released Parties shall be entitled to a release from the State of California for any “PAGA
10 Released Claims”. “Released PAGA Claims” means all claims for PAGA penalties that were alleged,
11 or reasonably could have been alleged, based on the facts stated in the Operative Complaint, and/or the
12 PAGA Notices submitted by Plaintiff to the LWDA, which occurred during the PAGA Period,
13 including failure to pay minimum wages, rounding, failure to pay overtime, failure to pay sick and
14 vacation wages, failure to provide compliant meal and rest periods, failure to pay premiums for non-
15 compliant meal and rest breaks, waiting time penalties, failure to keep accurate records, inaccurate
16 wage statements, failure to timely pay wages, failure to reimburse expenses, failure to provide suitable
17 seating, and penalties pursuant to the Private Attorneys General Act of 2004, Labor Code sections 201,
18 202, 203, 204 et seq., 210, 218, 221, 226, 226.7, 227.3, 246 et seq., 510, 512, 558, 1194, 1197, 1197.1,
19 1198, 2698, 2699 et seq., 2699.3, 2699.5, 2802, the applicable Industrial Welfare Commission Orders
20 and California Code of Regulations, Title 8, sections 11040, 11050 and 1070, and all other claims for
21 civil penalties that could have been sought by the Labor Commissioner for the violations identified in
22 Plaintiff’s pre-filing letter to the LWDA. (Agreement at ¶III(E)(1)). Plaintiff does not release any
23 aggrieved employee’s claim for wages or damages. The PAGA release shall bind only Plaintiff and the
24 State of California as to the PAGA Released Claims and shall not include claims outside of the PAGA
25 Period, unrelated PAGA claims, or PAGA claims related to wrongful termination, unemployment
26 insurance, disability, social security, or workers’ compensation. With the exception of the named
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1 Plaintiff, in no event shall the release in the Agreement release any individual claims of any individuals
2 outside of the PAGA Released Claims. (*Id.*)

3 5. PAGA Counsel Fees equal to one-third of the Gross PAGA Settlement amount
4 (\$128,333), and PAGA Counsel Litigation Expenses in an amount not to exceed \$25,000 will also be
5 paid to PAGA Counsel as part of the settlement in accordance with California Labor Code §
6 2699(g)(1), as set forth in the Agreement.² Lastly, payment to the Administrator in an amount not to
7 exceed \$13,500 to perform the administrative duties to distribute the settlement money shall also be
8 paid.

9 6. As experienced counsel, we believe that the PAGA Settlement is fair and reasonable
10 and therefore should be approved in light of Defendant's potential defenses to the violations at issue,
11 the risks and costs of continued litigation. Here, the Gross PAGA Settlement Amount of \$385,000
12 constitutes approximately \$10.10 per pay period. This PAGA Settlement amount compares favorably
13 to the estimated amount of PAGA penalties. With the assistance of an expert, Plaintiff calculated that
14 the maximum amount of statutory PAGA civil penalties was potentially \$3,810,000 without stacking
15 based on 38,100 pay periods applicable to the 1,864 Aggrieved Employees during the PAGA Period.³
16 Importantly, however, these calculations were performed at the maximum statutory rate for the
17 penalties, when in fact, it is likely that any penalties awarded would be at a lower rate. California
18 Labor Code Section 2699(e)(1) permits a Court to award a lesser amount than the maximum civil
19 penalty if based on the facts and circumstances to do otherwise would result in an award that is "unjust,
20 arbitrary and oppressive or confiscatory." In *Carrington v. Starbucks Corp.*, 30 Cal. App. 5th 504
21 (2018), the Court of Appeal affirmed a judgment after trial which only provided for a PAGA penalty
22 of \$5 per pay period. Therefore, at trial, any PAGA penalties awarded could be significantly less than
23 Plaintiff's calculation even where Plaintiff prevailed on the PAGA claim. If the amount of \$5 per pay

24 ² As set forth below at ¶ 9, PAGA Counsel incurred costs in the current amount of \$20,082.76, which
25 is less than the cost allocation in the Agreement.

26 ³ Stacking is where more than one civil penalty is imposed in a pay period for the same conduct. The
27 valuation of \$3,810,000 is the civil penalty amount without stacking. If stacking is permitted, then the
28 valuation increases with each additional penalty added to each pay period. Plaintiff, however, is not
aware of any PAGA award which permitted stacking and in the cases cited herein, only one penalty
per pay period was assessed.

1 period from *Carrington v. Starbucks* is used, the potential recovery of civil penalties would be only
2 \$190,500, which is far less than this settlement provides.

3 7. Here, Plaintiff would need to prove that each Aggrieved Employee suffered a violation
4 for each period the employee worked in relation to meal or rest period violations, failure to pay
5 minimum wages, failure to pay overtime and sick pay wages, failure to provide accurate itemized
6 wage statements, failure to reimburse employees for required expenses, and failure to pay wages when
7 due. Defendant maintains that Plaintiff and the Aggrieved Employees were properly compensated, and
8 that it did not violate the Labor Code. Accordingly, Defendant disputes and denies Plaintiff's
9 allegations and claims asserted in both the PAGA Notice and the Operative Complaint, which are
10 resolved by the Agreement. Defendant has maintained and offered information supporting that it pays
11 employees all wages, provides compliant meal and rest breaks, reimburses for all reasonably incurred
12 business expenses, and prohibits off-the-clock work. Defendant asserted additional defenses to the
13 PAGA claim, not only as to liability but also as to the amount of the penalties. Defendant asserted that
14 no penalties prior to the PAGA notification should be awarded because the violations were not
15 intentional. These defenses present a risk to the PAGA claims and the potential that some or all of the
16 PAGA penalties sought may not be awarded. Given Defendant's potential defenses to the violations
17 at issue, the risks and costs of continued litigation, Plaintiff and his attorneys believe that the PAGA
18 Settlement is fair and reasonable. Defendant has similarly concluded that it is desirable that the action
19 is settled in the manner and upon the terms and conditions set forth in the Agreement in order to avoid
20 further expense, inconvenience for its employees and distraction of further legal proceedings, as well
21 as the uncertainty of litigation. Defendant has determined that it is desirable and beneficial to put to
22 rest the claims in this action and Defendant agrees that the PAGA Settlement is fair, reasonable, and
23 adequate. PAGA Counsel have significant experience litigating wage and hour claims including
24 claims for PAGA penalties, and the PAGA Settlement here is similar to or greater than similar
25 settlements that courts have approved. The PAGA Settlement, along with the other terms of the
26 proposed settlement, were negotiated by experienced counsel at arm's length with the assistance of a
27 private mediator, Steve Mehta, Esq. As set forth in the accompanying proof of service, the LWDA has
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1 been provided notice of this motion and the PAGA settlement. The decision of the LWDA to accept
2 the PAGA Settlement and not oppose the motion should be given considerable weight. This is not a
3 situation where the Court needs to be concerned about the rights of absent employees as in a class
4 settlement, as this PAGA-only settlement does not release the individual claims of absent employees
5 other than PAGA claims, and the LWDA is a sophisticated government entity that is more than able
6 to look out for its own rights.

7 8. CMO ¶ D(3) - PAGA Counsel seek approval of attorneys' fees from the PAGA
8 settlement in the amount of \$128,333 representing one-third of the \$385,000 Gross PAGA Settlement
9 Amount. The attorneys' fees will be paid 100% to Blumenthal Nordrehaug Bhowmik De Blouw LLP.
10 The payment of attorneys' fees and costs to PAGA Counsel under the Agreement is supported by
11 several factors. First, the requested fees are justified by the result achieved. PAGA Counsel negotiated
12 a recovery of \$385,000.00, and this result justifies the requested fees equal to one third of this recovery.
13 This percentage is within the standard contingent recovery percentage of one-third, and this percentage
14 is what was expressly approved by the Supreme Court in *Laffitte v. Robert Half Int'l Inc.*, 1 Cal.5th
15 480, 504, (2016). Second, the fee award is justified by the work performed and contributions to the
16 case. As detailed herein, the requested fee award represents an amount that is **less than** PAGA
17 Counsel's current lodestar of \$147,525.75 (i.e. a negative multiplier), with significant additional work
18 to be performed such that the multiplier will ultimately be even less. As detailed in the accompanying
19 billing statement, true and correct copies of which are attached hereto as Exhibit #2, the current
20 lodestar for my firm in this court matter as of March 10, 2025 is \$147,525.75 for more than 214 hours
21 of work prosecuting the claims being resolved by this Settlement. This time does not include time
22 incurred after the billing was finalized and the time spent managing the completion of the settlement,
23 which I estimate will add another \$20,000 in additional lodestar. Third, the consideration of the
24 enhancement factors would justify the enhancement of the lodestar. Courts multiply the lodestar by a
25 factor to account for the risk of non-payment, delay in payment, the quality of work, and the novelty
26 and difficulty of the issues involved. Here, where an enhancement would be warranted, but the fee
27 award is less than the lodestar, there can be no question of the reasonableness of the award. Pursuant
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1 to the retainer agreement signed by the Plaintiff, attorneys' fees will be allocated 75% to Blumenthal
2 Nordrehaug Bhowmik De Blouw LLP and 25% to Gomez Trial Attorneys, APLC, which was the
3 referring firm.

4 9. The award of litigation expenses is based upon the actual expenses incurred by PAGA
5 Counsel, which currently are \$20,082.76 which is less than the \$25,000 allocation for costs in the
6 Agreement, so the difference of \$4,917.24 will be added to the PAGA Payment amount. The litigation
7 expenses incurred by my firm in the amount of \$20,082.76 were all reasonably necessary to the
8 litigation and are detailed in Exhibit #2 attached hereto.

9
10 Experience and Qualifications

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

17 (a) Blumenthal Nordrehaug Bhowmik De Blouw LLP was responsible for handling
18 the briefing and argument that resulted in the landmark ruling of *Sakkab v. Luxottica Retail N. Am.,*
19 *Inc.*, 803 F.3d 425 (9th Cir. 2015). There, Blumenthal Nordrehaug Bhowmik De Blouw LLP overcame
20 opposition by Littler Mendelson and amici Curiae briefs submitted by Mayer Brown LLP to persuade
21 the Ninth Circuit of the importance of the substantive rights of the State of California under the
22 California Private Attorney General Act of 2004 ("PAGA"). Blumenthal Nordrehaug Bhowmik De
23 Blouw LLP took the lead on this case where the ruling was the reaffirmation of the PAGA statute and
24 the *Iskanian* rule. Blumenthal Nordrehaug Bhowmik De Blouw LLP also has recently engaged in
25 noted appellate work on the subject of class actions in the California Court of Appeals resulting in the
26 opinions handed down in *Securitas Sec. Services USA, Inc. v. Superior Court*, 234 Cal. App. 4th 1109,
27 184 Cal. Rptr. 3d 568 (2015) (class or representative action waiver in an employment-related
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1 arbitration agreement was unenforceable); *Altman v. Solarcity Corp.*, No. D067582, 2016 Cal. App.
2 Unpub. LEXIS 3536 (Ct. App. May 13, 2016) (same). In 2015, Blumenthal Nordrehaug Bhowmik
3 De Blouw LLP received an award from the Daily Journal for Top Appellate Reversal, and I received
4 an award from the Daily Journal as Top Labor & Employment Attorney 2016.

5 (b) Blumenthal Nordrehaug Bhowmik De Blouw LLP has litigated hundreds of
6 PAGA claims. In particular, in the last several years Blumenthal Nordrehaug Bhowmik De Blouw
7 LLP negotiated court-approved PAGA settlements with: (i) Mattress Firm in the amount of \$3,750,000
8 (*Miller v. Mattress Firm*, Santa Clara County Superior Court Case No. 17CV313148); (ii) CH
9 Robinson in the amount of \$630,000 (*Poublon v. C.H. Robinson*, U.S.D.C. Central District of
10 California Case No. 12-06654); (iii) Accentcare in the amount of \$500,000 (*Lanuza v. Accentcare*,
11 San Francisco Superior Court Case No. CGC-18-565521); (iv) Prime Healthcare in the amount of
12 \$700,000 (*Ortega v. Prime Healthcare Paradise Valley, LLC*, Superior Court of California for the
13 County of San Diego, Case No. 37-2014-00011240); (v) Planet Beauty in the amount of \$200,000
14 (*Sanchez v. Beena Beauty Holding, Inc.*, Superior Court of California for the County of Los Angeles,
15 Case No. BC566065); (vi) Holman Automotive Group in the amount of \$580,000 (*Gabriel v. KUNI*
16 *SDI, LLC, et al.*, Superior Court of California for the County of San Diego, Case No. 37-2017-
17 00025191); (vii) Aircraft Service International in the amount of \$1,100,000 (*Martin v. Aircraft Service*
18 *International, Inc., et al.*, Superior Court of California, County of San Francisco Case No. CGC-18-
19 566072); (viii) Easy Driving School in the amount of \$896,000 (*Thomas v. Easy Driving School*,
20 Superior Court for the County of San Diego, Case No. 37-2018-00047639); (ix) Café Rio in the
21 amount of \$835,000 (*Quincho v. Café Rio*, Superior Court for the County of San Bernardino, Case
22 No. CIVDS2011822); (x) Altamed in the amount of \$1,570,000 (*Meek v. Altamed Health Services*,
23 Superior Court for the County of Los Angeles, Case No. 20STCV47464); (xi) Lululemon in the
24 amount of \$1,200,000 (*O'Donnell v. Lululemon USA, Inc.*, Superior Court for the County of Ventura,
25 Case No. 56-2020-00542441); (xii) Yourmechanic in the amount of \$1,285,000 (*Provost v.*
26 *Yourmechanic, Inc.*, Superior Court for the County of San Diego, Case No. 37-2017-00024056); (xiii)
27 Altamed in the amount of \$1,570,000 (*Meek v. Altamed Health Services*, Superior Court for the County
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1 of Los Angeles, Case No. 20STCV47464); (ix) Oakhurst in the amount of \$380,000 (*Neff v. Oakhurst*
2 *Industries*, Superior Court for the County of Los Angeles, Case No. 21STCV21110); (x) and, Gurnick
3 Academy of Medical Arts in the amount of \$545,000 (*Serna v. Gurnick Academy of Medical Arts*,
4 Superior Court for the County of San Mateo, Case No. 22-CIV-01185); (xi) *Gonzalez v. Lancaster*
5 *Hospital Corporation* (Los Angeles Superior Court Case No. 22AVCV00254). Based upon our
6 significant experience litigating claims for PAGA penalties, the opinion of experience counsel is that
7 this is an excellent settlement and the PAGA Payment here is greater on a per pay period basis than
8 similar settlements that my firm has previously negotiated, and which courts have approved.

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

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

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

21
22 13. CMO ¶ D(1)(c) - LWDA - The PAGA Notice sent to the LWDA is attached hereto as
23 Exhibit #5. Included with the PAGA Notice was a draft of the complaint providing further specificity
24 as to the allegations. In addition, the LWDA is being served with this motion which includes the
25 Agreement, as verified in the proof of service.

26
27 14. CMO ¶ D(8) - Settlement Administration – ILYM Group, Inc. was selected as the
28

1 Settlement Administrator based upon their estimate. I obtained estimates from both ILYM Group and
2 Apex Class Action using the same criteria. The ILYM estimate provides for Administration Expenses
3 in the amount of \$ 13,500. The Apex estimate was \$13,500 and the ILYM estimate was for \$11,550.
4 As a result, the lowest bid from ILYM was selected by the Parties. I have used ILYM Group
5 successfully as the administrator in more than twenty prior settlements in the last couple years and
6 know them to be competent and experienced. A Declaration from ILYM is submitted in support of
7 this motion which addresses their qualifications and their estimate.

8
9 15. Conflicts – Neither Plaintiff nor my firm have any relationship with the Administrator,
10 nor any actual or potential conflicts of interest with Aggrieved Employees or the LWDA.

11
12 16. CMO ¶ D(2) – PAGA Penalties Valuation

13 (a) CMO ¶ D(2)(a) - Plaintiff's theory of PAGA liability as argued at mediation alleged
14 that Plaintiff allegedly worked off the clock at the direction of his supervisors and managers which
15 included both working through his lunch periods and/or after his shifts ended to stock the restaurant,
16 finish making cash deposits, finish assisting customers at the cash register or drive-through, and
17 ensuring safety and cleanliness standards were met. Additionally, as a result of alleged understaffing,
18 Plaintiff and his coworkers were allegedly required to work through his lunch periods and rest periods
19 on a regular basis. Although Defendant kept records of meal and rest break compliance, Defendant's
20 system was allegedly deficient. Finally, Defendant allegedly failed to provide reimbursement for
21 required business expenses in that Plaintiff was required to use his personal cell phone in order to
22 respond to Defendant and for scheduling purposes. Defendant denies these allegations made by
23 Plaintiff. Defendant disputes liability and disputes that any allegedly aggrieved employees were likely
24 to receive any recovery.

25 (b) CMO ¶ D(2)(b) – There are approximately 1,964 Aggrieved Employees who
26 collectively worked 38,100 pay periods during the PAGA Period. (Agreement at ¶ III(C)). As such,
27 for purposes of calculating PAGA Penalties during the relevant period, there were 38,100 potential
28

1 violations.

2 (c) **CMO ¶ D(2)(c)-(g)** – With the assistance of an expert, Plaintiff calculated that the
3 maximum amount of statutory PAGA civil penalties was potentially \$3,810,000 without stacking
4 based on 38,100 pay periods applicable to the 1,864 Aggrieved Employees during the PAGA Period
5 at a rate of \$100 per pay period.⁴

6 (d) **CMO ¶ D(2)(d)-(g)** – In *Carrington v. Starbucks Corp.*, 30 Cal. App. 5th 504 (2018),
7 the Court of Appeal affirmed a judgment after trial which only provided for a PAGA penalty of \$5 per
8 pay period. Therefore, at trial, any PAGA penalties awarded could be significantly less than Plaintiff's
9 calculation even where Plaintiff prevailed on the PAGA claim. Plaintiff uses the guidance in
10 *Carrington* of a reasonable result at trial of \$5 per pay period, which means the potential recovery of
11 civil penalties would be only \$190,500 at trial, which is far less than this settlement provides.

12 (e) **CMO ¶ D(2)(d)** – Plaintiff believes that under the new standard announced by the
13 California Supreme Court, a finding that the alleged violations were intentional or knowing could be
14 unlikely. The recent decision that good faith belief of compliance by the employer in *Naranjo v.*
15 *Spectrum Sec. Servs., Inc.*, 15 Cal. 5th 1056, 1065 (2024), could completely negate any argument that
16 some or all of the violations were intentional or knowing as those terms are used in the Labor Code.

17 (f) **CMO ¶ D(2)(f)** – The violations predicated on the alleged miscalculation of the regular
18 rate are based on the recent decision in *Ferra v. Loews Hollywood Hotel*, 11 Cal. 5th 858 (2021) and
19 the subsequent decisions thereafter applying this decision to sick pay and meal premiums. Thus,
20 Defendant could argue that the violations are because of a change in law, and not any intentional or
21 knowing violation of the Labor Code. Defendant could also argue that they have since remedied the
22 alleged violations and that no violations are occurring now, which means that the deterrence effect of
23 PAGA would be unnecessary.

24 (g) **CMO ¶ D(2)(h)** – To prevail at trial, Plaintiff would need to prove that each Aggrieved

25 ⁴ Stacking is where more than one civil penalty is imposed in a pay period for the same conduct. The
26 valuation of \$3,810,000 is the civil penalty amount without stacking. If stacking is permitted, then the
27 valuation increases with each additional penalty added to each pay period. Plaintiff, however, is not
28 aware of any PAGA award which permitted stacking and in the cases cited herein, only one penalty
per pay period was assessed.

1 Employee suffered a violation for each period the employee worked in relation to meal or rest period
2 violations, failure to pay minimum wages, failure to pay overtime and sick pay wages, failure to
3 provide accurate itemized wage statements, failure to reimburse employees for required expenses, and
4 failure to pay wages when due. Defendant maintains that Plaintiff and the Aggrieved Employees were
5 properly compensated, and that it did not violate the Labor Code. Accordingly, Defendant disputes
6 and denies Plaintiff's allegations and claims asserted in both the PAGA Notice and the Operative
7 Complaint, which are resolved by the Agreement. Defendant has maintained and offered information
8 supporting that it pays employees all wages, provides compliant meal and rest breaks, reimburses for
9 all reasonably incurred business expenses, and prohibits off-the-clock work. Defendant asserted
10 additional defenses to the PAGA claim, not only as to liability but also as to the amount of the
11 penalties. Defendant asserted that no penalties prior to the PAGA notification should be awarded
12 because the violations were not intentional. These defenses present a risk to the PAGA claims and the
13 potential that some or all of the PAGA penalties sought may not be awarded. Given Defendant's
14 potential defenses to the violations at issue, the risks and costs of continued litigation, Plaintiff and his
15 attorneys believe that the PAGA Settlement is fair and reasonable.

16
17 17. **CMO ¶ D(4) – Plaintiff's Individual Settlement -**

18 (a) Plaintiff's individual claims were subject to arbitration, and therefore could not be pled
19 in Court. Unless mutually resolved, Plaintiff would have brought the individual claims in arbitration.
20 Plaintiff's individual claims consisted of wage and hour violations for underpaid wages, off-the-clock
21 work, missed meal and rest breaks, business expenses reimbursement for required cell-phone usage,
22 failure to provide accurate wage statements, and waiting time penalties.

23 (b) Plaintiffs' individual claims had a total maximum valuation in excess of \$15,000. For
24 the wage and hour violations, Plaintiff calculated the total value of the claims to be at least \$16,038,
25 which are calculated as follows: (1) \$532.00 for off-the-clock work; (2) \$4,256.00 for missed meal
26 and \$5,320 for missed rest periods; (4) \$140 for reimbursement of business expenses; (5) \$2,750 for
27 inaccurate wage statements; and, (6) \$3,040 for waiting time penalties. Plaintiff expects that there
28

1 was a less than 10% risk rating to these claims, such that the reasonable recovery at trial would be
2 approximately \$15,000. In addition to the above damages, Plaintiff would be entitled to a recovery of
3 attorney's fees and costs, which by the time of trial, would exceed \$50,000 for the prosecution of these
4 individual claims.

5 (c) In resolution of these individual claims, Plaintiff entered into a confidential settlement
6 agreement with Defendant, which provides solely for monetary payment of \$15,000, allocated \$10,000
7 to Plaintiff (50% wages and 50% non-wages) and \$5,000 to Plaintiff's attorneys' fees and costs.

8
9 18. CMO ¶ D(5) – Service Award - The Agreement does not provide for the Plaintiff to
10 receive a service award.

11
12 19. CMO ¶ D(6) – Dismissal of Representative Claims – In exchange for the Gross PAGA
13 Settlement Amount of \$385,000, the Agreement provides for the accompanying Proposed Order and
14 Judgment to be entered. The LWDA and the Aggrieved Employees will be compensated for the
15 dismissal of this action pursuant to the Agreement and the Judgment. The Judgment makes clear that
16 no individual claims of the Aggrieved Employees are being affected or released.

17
18 20. CMO ¶ D(7) – The release of claims for PAGA penalties appears in the Agreement at
19 paragraph III(E)(1). The release makes clear that it binds only the named Plaintiff and the State of
20 California. The “Released Parties” are “Defendant and each of its past, present, and future parents,
21 subsidiaries, affiliated companies, agents, managing agents, employees, servants, officers, directors,
22 owners (whether direct or indirect), franchisors, general partners, limited partners, trustees,
23 representatives, shareholders, stockholders, members, mortgagees or ground lessors, attorneys,
24 parents, subsidiaries, equity sponsors, related companies/corporations and/or partnerships, divisions,
25 assigns, predecessors, successors, insurers, consultants, joint venturers, joint employers, potential
26 and/or alleged joint employers, temporary staffing agencies, dual employers, potential and/or alleged
27 dual employers, co-employers, potential and/or alleged co-employers, common law employers,
28

1 contractors, affiliates, service providers, alter-egos, potential and/or alleged alter-egos, vendors,
2 affiliated organizations, any person and/or entity with potential or alleged to have joint liability, dbas,
3 and all of their respective past, present and future employees, directors, officers, members, owners,
4 agents, representatives, payroll agencies, attorneys, stockholders, fiduciaries, parents, subsidiaries,
5 other service providers, and assigns and any and all persons and/or entities acting under, by, through
6 or in concert with any of them.” at paragraph I(O) of the Agreement. The release at paragraph III(E)(1)
7 is appropriately limited to “all claims for PAGA penalties that were alleged, or reasonably could have
8 been alleged, based on the facts stated in the Operative Complaint, and/or the PAGA Notices submitted
9 by Plaintiff to the LWDA, which occurred during the PAGA Period, including failure to pay minimum
10 wages, rounding, failure to pay overtime, failure to pay sick and vacation wages, failure to provide
11 compliant meal and rest periods, failure to pay premiums for non-compliant meal and rest breaks,
12 waiting time penalties, failure to keep accurate records, inaccurate wage statements, failure to timely
13 pay wages, failure to reimburse expenses, failure to provide suitable seating, and penalties pursuant to
14 the Private Attorneys General Act of 2004, Labor Code sections 201, 202, 203, 204 et seq., 210, 218,
15 221, 226, 226.7, 227.3, 246 et seq., 510, 512, 558, 1194, 1197, 1197.1, 1198, 2698, 2699 et seq.,
16 2699.3, 2699.5, 2802, the applicable Industrial Welfare Commission Orders and California Code of
17 Regulations, Title 8, sections 11040, 11050 and 1070, and all other claims for civil penalties that could
18 have been sought by the Labor Commissioner for the violations identified in Plaintiff’s pre-filing letter
19 to the LWDA”, listing the violations alleged in the PAGA Notice to the LWDA.

20
21 21. **CMO ¶ D(10)** – Uncashed Checks – Under the Agreement at paragraph IV(C), the
22 checks to Aggrieved Employees will be negotiable for 180 days, and all checks not cashed within 180
23 days of payment shall be paid to the State Controller Unclaimed Property Fund in the name of the
24 individual who failed to cash their check.

25
26 21. **CMO ¶ D(11)** – The accompanying Proposed Order and Judgment includes proposed
27 final accounting hearing date (January 20, 2026) and a deadline for the filing of the report (January 6,
28

1 2026).

2 I declare under penalty of perjury under the laws of the State of California that the foregoing
3 is true and correct. Executed this 10th day of March, 2025, at San Diego, California.

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

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement (“Settlement Agreement”) is entered into by and between Plaintiff Victor Barcenas (“Plaintiff”) and Defendant Beshay Foods, Inc. (“Defendant”). (Defendant and Plaintiff are collectively referred to herein as the “Parties” or individually as “Party”).

I. DEFINITIONS

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

A. “Action” means the action *Barcenas v. Beshay Foods, Inc.* Case No. CVRI2301510, pending in Superior Court of the State of California, County of Riverside.

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

C. “Aggrieved Employee List” means the spreadsheet containing the list of Aggrieved Employees with their social security numbers, last known addresses, and their dates of employment and/or pay periods worked as an Aggrieved Employee during the PAGA period.

D. “Court” means the Superior Court of California, County of Riverside.

E. “Effective Date” means the date on which the Order Granting PAGA Settlement Approval and/or Judgment becomes final. The Order Granting PAGA Settlement Approval and/or Judgment “becomes final” only after the Court grants motion for approval of the PAGA settlement (“PAGA Settlement Approval”) and upon service of the Notice of Entry of Order and/or Judgment, and upon the latter of: (i) if no appeal is filed, the expiration date of the time for the filing or noticing of any appeal from, or other challenge to, the Order Granting PAGA Settlement Approval and/or Judgment (this time period shall not be less than sixty (60) calendar days after the Court’s Order/Judgment is entered); (ii) the date of affirmance of an appeal of the Order Granting PAGA Settlement Approval and/or Judgment becomes final under the California Rules of Court; or (iii) the date of final dismissal of any appeal from the Order Granting PAGA Settlement Approval and/or Judgment or the final dismissal of any proceeding on review of any court of appeal decision; but (iv) in no event shall the Effective Date be sooner than April 2, 2025.

F. “Individual PAGA Payment” means the amount to be paid to each of the Aggrieved Employees out of 25% of the PAGA Payment under Labor Code section 2699 with such individual shares to be based on the number of pay periods during which an individual worked as an Aggrieved Employee during the PAGA Period divided by the total number of pay periods worked by all Aggrieved Employees during the PAGA Period. 100% of all PAGA penalties will be considered payment of penalties, and Aggrieved Employees will be issued an IRS Form 1099 and will be responsible for payment of any and all taxes that are due as a result

of their PAGA penalty settlement payments.

G. “LWDA” means the California Labor Workforce Development Agency.

H. “Gross PAGA Settlement Amount” means the total sum of \$385,000 for payment of the Administration Costs, Attorneys’ Fees, Attorneys’ Expenses and Costs, and the PAGA Payment. The Gross PAGA Settlement Amount shall be all-in with no reversion to Defendant.

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

J. “PAGA Payment” means the total amount remaining in the Gross PAGA Settlement Amount after payment of the Attorneys’ Fees, Attorneys’ Expenses and Costs, and Administration Costs. The PAGA Payment shall be allocated under Labor Code section 2699 with 75% of the Section 2699 payment going to the LWDA and 25% to the Aggrieved Employees.

K. “PAGA Period” means the time period from January 3, 2022 to July 22, 2024 unless otherwise defined in Section III(C) herein.

L. “PAGA Released Claims” means the definition provided for in Section III, Paragraph 5 herein.

M. “Parties” means Plaintiff Victor Barcenas and Defendant Beshay Foods, Inc.

N. “PAGA Counsel” means the law firms of Blumenthal Nordrehaug Bhowmik De Blouw LLP and Gomez Trial Attorneys, APLC.

O. “Released Parties” means Defendant and each of its past, present, and future parents, subsidiaries, affiliated companies, agents, managing agents, employees, servants, officers, directors, owners (whether direct or indirect), franchisors, general partners, limited partners, trustees, representatives, shareholders, stockholders, members, mortgagees or ground lessors, attorneys, parents, subsidiaries, equity sponsors, related companies/corporations and/or partnerships, divisions, assigns, predecessors, successors, insurers, consultants, joint venturers, joint employers, potential and/or alleged joint employers, temporary staffing agencies, dual employers, potential and/or alleged dual employers, co-employers, potential and/or alleged co-employers, common law employers, contractors, affiliates, service providers, alter-egos, potential and/or alleged alter-egos, vendors, affiliated organizations, any person and/or entity with potential or alleged to have joint liability, dbas, and all of their respective past, present and future employees, directors, officers, members, owners, agents, representatives, payroll agencies, attorneys, stockholders, fiduciaries, parents, subsidiaries, other service providers, and assigns and any and all persons and/or entities acting under, by, through or in concert with any of them.

P. “Settlement Administrator” means ILYM Group, Inc.

II. RECITALS

A. On January 3, 2023, Plaintiff served a notice to the LWDA of factual allegations regarding Defendant's alleged wage and hour violations including failure to provide accurate itemized wage statements, failure to properly record and provide legally required meal and rest periods, failure to pay minimum wages, failure to pay overtime wages and sick pay wages, failure to reimburse employees for required expenses, failure to provide wages when due and failure to provide suitable seating.

B. On March 24, 2023, Plaintiff filed a Representative Action Complaint in the Superior Court of the State of California, County of Riverside (*Barcenas v. Beshay Foods, Inc.*, Case No. CVRI2301510) alleging a single cause of action against Defendant for recovery of civil penalties under PAGA based on various alleged California Labor Code violations.

C. On July 22, 2024, the Parties engaged in a mediation session before mediator Steven G. Mehta, Esq. Through arms-length negotiations with the assistance of the mediator, the Parties reached an agreement to settle the Action which led to the signing of a Memorandum of Understanding.

D. Prior to the mediation, the Parties conducted significant investigation and informal discovery of the facts and law. Defendant produced documents relating to employee payroll spreadsheets, its policies, practices, and procedures regarding paying non-exempt employees for all hours worked, overtime, meal and rest period policies, payroll and operations policies and more. The Parties agree that the above-described investigation and evaluation, as well as the information exchanged during the settlement negotiations, are more than sufficient to assess the merits of the Parties' positions and to compromise the issues on a fair and equitable basis.

E. As a result of the settlement, the Parties have agreed to fully and finally resolve the PAGA Released Claims alleged in the Action pursuant to this Settlement Agreement.

III. OPERATIVE TERMS OF SETTLEMENT AGREEMENT

The Parties agree as follows:

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

Nothing in this Settlement Agreement, nor any action taken in implementation thereof, nor any statements, discussions or communications, nor any materials prepared, exchanged, issued or used during the course of the negotiations leading to this Settlement Agreement, is intended by the Parties to constitute, nor will any of the foregoing constitute, be introduced, be used or be admissible in any way in this case or any other judicial, arbitral, administrative,

investigative or other forum or proceeding as evidence of any violation of any federal, state, or local law, statute, ordinance, regulation, rule or executive order, or any obligation or duty at law or in equity, by Defendant or any other Released Party. The Parties themselves agree not to introduce, use, or admit this Settlement Agreement, directly or indirectly, in this case or any other judicial, arbitral, administrative, investigative or other forum or proceeding, as purported evidence of any violation of any federal, state, or local law, statute, ordinance, regulation, rule or executive order, or any obligation or duty at law or in equity, or for any other purpose. Notwithstanding the foregoing, this Settlement Agreement may be used in any proceeding before any court that has as its purpose the interpretation, implementation, or enforcement of this Settlement Agreement or any orders or judgments of the Court entered in connection with the Settlement Agreement.

None of the documents produced or created by Defendant or any other Released Party, Plaintiff or the Aggrieved Employees in connection with the claims procedures or claims resolution procedures constitute, and they are not intended to constitute, an admission by Defendant or any other Released Party of any violation of any federal, state, or local law, statute, ordinance, regulation, rule or executive order, or any obligation or duty at law or in equity.

Neither this Settlement Agreement nor any of its terms shall be offered or used as evidence by any of the Parties, or their respective counsel in the Action or in any other action or proceeding; provided, however, this shall not prevent this Settlement Agreement from being used, offered, or received in evidence in any proceeding to enforce, construe, or finalize this Settlement Agreement.

B. Timing. Within twenty-one (21) days of the Effective Date of this settlement, Defendant shall pay to the Settlement Administrator \$385,000 as the Gross PAGA Settlement Amount, \$15,000 for Plaintiff's respective Individual Settlement (as set forth below), and provide the Aggrieved Employee List to the Settlement Administrator. In no event shall the Effective Date be sooner than April 2, 2025.

C. PAGA Demographics. Defendant has represented that the Aggrieved Employees consist of approximately 1,864 employees who collectively worked 38,100 pay periods during the PAGA Period. Defendant shall provide the number of Aggrieved Employees and pay periods through the PAGA Period and if the number of pay periods stated herein is incorrect by more than 10%, then the Gross PAGA Settlement Amount will be increased proportionately. For example, if the number is 11% higher, the Gross PAGA Settlement Amount will be increased by 1%. In the alternative, Defendant may elect to shorten the PAGA Period to stay within the 10% cushion and therefore no additional payment is required.

D. Payments From the Gross PAGA Settlement Amount. The Parties agree to the following allocations to be paid from the Gross PAGA Settlement Amount:

1. PAGA Payment: The PAGA Payment is the total of the Gross PAGA Settlement Amount, less the payments for the Attorneys' Fees, Attorneys' Expenses, and the Administration Costs. The PAGA Payment shall be paid in full settlement of the PAGA

Released Claims. Should the amount of the PAGA Payment increase or decrease, the amount to be distributed shall be adjusted according to the changes made by the Court. The PAGA Payment will be subject to Court approval consistent with Labor Code § 2699. Upon approval, the PAGA Payment shall be distributed as follows:

- a. The PAGA Payment shall be paid as a Labor Code section 2699 civil penalty payment allocated pursuant to PAGA as follows: 75% of the PAGA Payment will be paid to the LWDA and 25% will be paid to the Aggrieved Employees as their Individual PAGA Payments. Each Individual PAGA Payment shall be based on the number of pay periods each Aggrieved Employee worked during the PAGA Period as a percentage of the total pay periods worked by all Aggrieved Employees during the PAGA Period.
- b. The Parties acknowledge and agree Individual PAGA Payments will be apportioned as 100% penalties. No portion will be considered wages. Accordingly, the Parties acknowledge and agree that Defendant is not responsible for any employer-side taxes in connection with any Individual PAGA Payment under this Settlement Agreement. The Individual PAGA Payments will be reported on IRS Form 1099s and shall be subject to all authorized and required withholdings other than the tax withholdings customarily made from employees' wages. Aggrieved Employees will be responsible for the payment of any taxes and penalties assessed on the Individual PAGA Payments and will be solely responsible for any penalties or other obligations resulting from their personal tax reporting of their Individual PAGA Payment. Should Defendant incur any tax liabilities as a result of Aggrieved Employees action or inaction to appropriately pay taxes, the Aggrieved Employees shall indemnify Defendant.

2. Attorneys' Fees and Attorneys' Expenses: One-Third of the Gross PAGA Settlement Amount, which is presently \$128,333, shall be paid to PAGA Counsel for payment of Attorneys' Fees, and up to \$25,000 out of the Gross PAGA Settlement Amount shall be paid to PAGA Counsel for Attorneys' Expenses as set forth in the clients' billing statement (pursuant to Declarations by PAGA Counsel) in prosecuting the PAGA claims. Defendant shall not oppose Plaintiff's request for Attorneys' Fees and Attorneys' Expenses in these amounts. In the event that Court approval is required and a payment of less than One-Third of the Gross PAGA Settlement Amount in Attorneys' Fees or \$25,000 in Attorneys' Expenses to PAGA Counsel is approved, the unawarded difference will be added to the PAGA Payment and not to PAGA Counsel or the Defendant. This payment will be reported on IRS Form 1099 issued to PAGA Counsel. Except as set forth herein, each party shall bear their own costs and fees of the Action.

3. Administration Costs: A Settlement Administrator shall be selected after receipt of bids and shall be mutually agreed to by the Parties. Administration costs shall not exceed the estimate of the Settlement Administrator to administrate the settlement.

Administration Costs shall include the cost of the Settlement Administrator selected by the Parties to administer the settlement in the amount of up to \$13,500. In the event that Court approval of these payments is required and a payment of less than \$13,500 is approved, or if the actual cost to administer the settlement is less than \$13,500, the difference will be added to the PAGA Payment.

4. Representative PAGA Release. In his capacity as a private attorney general “aggrieved employee” acting on behalf of himself, the State of California and the Aggrieved Employees, and in consideration of the PAGA Payment and the payment to PAGA Counsel for Attorneys’ Fees and Attorneys’ Expenses, upon the Effective Date, Plaintiff shall be deemed to have fully, finally, and forever released, relinquished and will release all claims for PAGA penalties pursuant to PAGA for the PAGA Released Claims during the PAGA Period.

E. PAGA Released Claims.

1. Upon full funding of the Gross PAGA Settlement Amount, the Released Parties shall be entitled to a release from the State of California for any “PAGA Released Claims”. “Released PAGA Claims” means all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint, and/or the PAGA Notices submitted by Plaintiff to the LWDA, which occurred during the PAGA Period, including failure to pay minimum wages, rounding, failure to pay overtime, failure to pay sick and vacation wages, failure to provide compliant meal and rest periods, failure to pay premiums for non-compliant meal and rest breaks, waiting time penalties, failure to keep accurate records, inaccurate wage statements, failure to timely pay wages, failure to reimburse expenses, failure to provide suitable seating, and penalties pursuant to the Private Attorneys General Act of 2004, Labor Code sections 201, 202, 203, 204 et seq., 210, 218, 221, 226, 226.7, 227.3, 246 et seq., 510, 512, 558, 1194, 1197, 1197.1, 1198, 2698, 2699 et seq., 2699.3, 2699.5, 2802, the applicable Industrial Welfare Commission Orders and California Code of Regulations, Title 8, sections 11040, 11050 and 1070, and all other claims for civil penalties that could have been sought by the Labor Commissioner for the violations identified in Plaintiff’s pre-filing letter to the LWDA. The Released PAGA Claims does not release any class claims or any PAGA Group members’ individual claim for wages or any claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, and PAGA claims outside of the PAGA Period.

2. Upon full funding of the Gross PAGA Settlement Amount, Plaintiff releases and discharges the Released Parties from all claims for the Released PAGA Claims, including PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint, and/or the PAGA Notices submitted by Plaintiff to the LWDA, which occurred during the PAGA Period, including failure to pay minimum wages, rounding, failure to pay overtime, failure to pay sick and vacation wages, failure to provide compliant meal and rest periods, failure to pay premiums for non-compliant meal and rest breaks, waiting time penalties, failure to keep accurate records, inaccurate wage statements, failure to timely pay wages, failure to reimburse expenses, failure to provide suitable seating, and

penalties pursuant to the Private Attorneys General Act of 2004, Labor Code sections 201, 202, 203, 204 et seq., 210, 218, 221, 226, 226.7, 227.3, 246 et seq., 510, 512, 558, 1194, 1197, 1197.1, 1198, 2698, 2699 et seq., 2699.3, 2699.5, 2802, the applicable Industrial Welfare Commission Orders and California Code of Regulations, Title 8, sections 11040, 11050 and 1070, and all other claims for civil penalties that could have been sought by the Labor Commissioner for the violations identified in Plaintiff's pre-filing letter to the LWDA ("Plaintiff's Release"). Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, claims that cannot be released as a matter of law, or based on occurrences outside the PAGA Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

3. Pursuant to a separate Confidential Settlement Agreement, in addition to the Gross PAGA Settlement Amount, Defendant has agreed to separately pay, Plaintiff \$15,000 ("Individual Settlement Amount"). The Individual Settlement Amount will be paid by the Settlement Administrator. The Individual Settlement Amount is made in exchange for a general release of all individual claims arising out of employment with Defendant, including a waiver of any unknown claims pursuant to California Civil Code section 1542.

F. 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 advisors, 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 U.S. Treasury Dept. Circular 230 (31 C.F.R. Part 10, as amended);

2. The Acknowledging Party (i) has relied exclusively upon his, her or its own, independent legal and tax counsel for advice (including tax advice) in connection with this Agreement, (ii) has not entered into this Agreement based upon the recommendation of any Other Party or any attorney or advisor to any Other Party, and (iii) is not entitled to rely upon any communication or disclosure by any attorney or advisor to any Other Party to avoid any tax penalty that may be imposed on the Acknowledging Party; and

3. No attorney or advisor to any Other Party has imposed any limitation that protects the confidentiality of any such attorney's or adviser's tax strategies (regardless of whether such limitation is legally binding) upon disclosure by the Acknowledging Party of the tax treatment or tax structure of any transaction, including any transaction contemplated by this

Agreement.

G. Covenants and Representations by Plaintiff and PAGA Counsel.

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

2. Plaintiff acknowledges that he has read this Settlement Agreement, that he fully understands his rights, privileges and duties under the Settlement Agreement, and enters into this Settlement Agreement freely and voluntarily. Plaintiff further acknowledges that he had the opportunity to consult with her attorneys to explain the terms of this Settlement Agreement and the consequences of signing this Settlement Agreement.

3. Plaintiff further agrees to seek a Judgment in the Action on the PAGA Released Claims.

H. No Publicity. Neither Plaintiff nor PAGA Counsel shall issue a press release, hold a press conference, or otherwise publicize the settlement other than in documents submitted to the Court. Plaintiff and PAGA Counsel agree to decline to respond to any media inquiries concerning the Settlement Agreement.

I. Court Approval of the PAGA Payment. Subject to Defendant's review and approval prior to filing, PAGA Counsel shall be responsible for preparing and filing a Motion for Approval of the PAGA Payment with the proposed Judgment ("Motion"). PAGA Counsel will provide Defendant's counsel with an opportunity for review and comments at least five business days before filing the Motion. The Motion shall also be served on the LWDA when filed with the Court. PAGA Counsel shall also submit this Agreement with the LWDA, pursuant to Labor Code Section 2699(1)(2).

J. Court Approval of the PAGA Settlement. The Settlement Agreement is contingent upon the approval by the Court. If the Court should fail to approve this Settlement Agreement in the form agreed to by the Parties, the Parties agree to coordinate efforts to address the Court's questions or concerns. If after the Parties make at least three (3) good faith efforts, the Court does not approve this Settlement Agreement, or if appellate review is sought and on such review the Court's decision is materially modified or reversed, or if one or more of the terms of the Settlement Agreement are not approved or is materially modified or reversed or found to be invalid and the Parties in good faith do not believe that it would be possible to make non-material modifications that would address any concerns raised by the Court, then each of the Parties by and through Counsel shall have the right within ten (10) days of written notice thereof to elect to terminate the Settlement Agreement, in which event it shall have no force or effect, and the Parties shall be deemed to have reverted to their respective status as of the date and time immediately prior to the execution of this Settlement Agreement.

IV. ADMINISTRATION OF SETTLEMENT

A. After the execution of this Settlement Agreement, Plaintiff shall file the Motion and will submit the Motion and this Settlement Agreement on the LWDA consistent with Labor Code § 2699(1)(2).

B. Settlement Administrator will administer the settlement and shall be paid for Administration Costs, which are estimated to be up to \$13,500. Defendant will provide the necessary information about the Aggrieved Employees to the Settlement Administrator within fourteen (14) of the approval of the PAGA settlement by the Court.

C. Within fourteen (14) days after receipt of the Gross PAGA Settlement Amount from Defendant, the Settlement Administrator will issue to each Aggrieved Employee a check for their Individual PAGA Payment at their last known home address along with an explanatory letter which will be mutually approved by the parties. Checks will remain negotiable for one hundred eighty (180) days. Any checks returned as non-deliverable on or before the check cashing deadline will be sent promptly via regular First-Class U.S. Mail to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator will promptly attempt to determine the correct address using a skip-trace, or other search using the name, address, Social Security number, phone number, credit reporting and social media of the Aggrieved Employee involved and will then perform a re-mailing. If an Aggrieved Employees' check is not cashed within 120 days after its first mailing to the Aggrieved Employees the Settlement Administrator shall send the affected Aggrieved Employees notice informing them that unless their check is cashed in the next 60 days, it will expire and become non-negotiable, and offer to replace the check if it was lost or misplaced but not cashed. All checks not cashed within 180 days of payment shall be paid to the State Controller Unclaimed Property Fund in the name of the individual who failed to cash their check, subject to Court approval and the Aggrieved Employees shall remain bound by the Settlement. The Individual PAGA Payments are 100% penalties and shall be reported using IRS tax form 1099.

D. Within fourteen (14) days after receipt of the Gross PAGA Settlement Amount from Defendant, the Settlement Administrator will pay the Attorneys' Fees, the Attorneys' Expenses, the Administration Costs, \$15,000 for Plaintiff's Individual Settlement, and the portion of the PAGA Payment allocated to the LWDA from the Gross PAGA Settlement Amount.

E. The Settlement Administrator will provide an accounting under oath to the parties of the amounts paid out.

F. Defendant makes no representations or warranties with respect to tax consequences of any payment under this Settlement Agreement.

V. MISCELLANEOUS PROVISIONS

A. Drafting. The Parties agree that the terms and conditions of this Settlement Agreement are the result of lengthy, intensive, arm's-length negotiations between the Parties and that neither Party shall be considered the "drafter" of this Settlement Agreement for purposes of having terms construed against that Party.

B. No Impact on Benefit Plans. Neither the Settlement Agreement nor any amounts paid to Plaintiff or any Aggrieved Employee under the Settlement Agreement will modify any previously credited hours or service under any employee benefit plan, policy, or bonus program sponsored by Defendant. Such amounts will not form the basis for additional contributions to, benefits under, or any other monetary entitlement under Defendant's sponsored benefit plans, policies, or bonus programs. The payments made under the terms of this Settlement Agreement shall not be applied retroactively, currently, or on a going forward basis, as salary, earnings, wages, or any other form of compensation for the purposes of any of Defendant's benefit plans, policy, or bonus program. Defendant retains the right, if necessary, to modify the language of its benefit plans, policies and bonus programs to effect this intent, and to make clear that any amounts paid pursuant to this Settlement Agreement are not for "hours worked," "hours paid," "hours of service," or any similar measuring term as defined by applicable plans, policies and bonus programs for purposes of eligibility, vesting, benefit accrual, or any other purpose, and that additional contributions or benefits are not required by this Settlement Agreement.

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

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

E. Authority. Defendant represents and warrants that the undersigned has the authority to act on behalf of Defendant and to bind Defendant to the terms of this Settlement Agreement. Plaintiff represents and warrants that he has the capacity to act on her own behalf and on behalf of all who might claim through her to bind them to the terms and conditions of this Settlement Agreement.

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

G. Complete Agreement. The Parties acknowledge and represent that this Settlement Agreement contains the entire understanding between them with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings between them, written and oral, with respect to the subject matter hereof. This Settlement Agreement cannot be amended or modified except by a writing signed by the Parties hereto or their successors-in-interest.

H. Nullification of Settlement Agreement. In the event that: (i) the Court does not

approve the settlement of the Action as provided herein; or (ii) the settlement of the Action does not become final for any other reason, then this Settlement Agreement, and any documents generated to bring it into effect, will be null and void, and the Parties will be returned to their original respective positions.

I. Judgment and Continued Jurisdiction. After approval of this settlement, the Parties agree that the Court shall retain continuing jurisdiction over this case under CCP Section 664.6 to ensure the continuing implementation of the provisions of this settlement and that the time within which to bring this action to trial under CCP Section 583.310 shall be extended from the date of the signing of this agreement by all parties until the entry of the final approval order and judgment or if not entered the date this agreement shall no longer be of any force or effect. In the event that the Court does not approve the Settlement, or if the final order and judgment is reversed on appeal, then there shall be no Effective Date and this Agreement shall become null and void.

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

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

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

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

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

O. Severability. If any term or provision of this Settlement Agreement is held to be invalid or unenforceable after Final Approval of this Settlement Agreement, the remaining portions of this Settlement Agreement will continue to be valid and will be performed, construed, and enforced to the fullest extent permitted by law, and the invalid or unenforceable term will be deemed amended and limited in accordance with the intent of the parties, as determined from the face of the Settlement Agreement, to the extent necessary to permit the maximum enforceability or validation of the term or provision.

P. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be construed more strictly against one party merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being recognized that, because of the arm's-length negotiations between the Parties, all Parties have contributed to the preparation of this Settlement Agreement.

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

R. Cooperation and Execution of Necessary Documents. All Parties will cooperate in good faith and execute all documents to the extent reasonably necessary to effectuate the terms of this Settlement Agreement and receive approval from the Court. Plaintiff's counsel will prepare and deliver to Defendant's counsel for review prior to filing the Motion for Approval.

S. Binding Agreement. The Parties warrant that they understand and have full authority to enter into this Settlement Agreement, and further intend that this Settlement Agreement will be fully enforceable and binding on all parties and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply under federal or state law.

T. Denial of Liability. The Parties expressly recognize that the making of this Settlement Agreement does not in any way constitute an admission or concession of wrongdoing on the part of Defendant or an admission or concession regarding the validity of the claims in the Action. Nothing in this Settlement Agreement, nor any action taken in implementation thereof, nor any statements, discussions or communications, nor any materials prepared, exchanged, issued or used during the course of the Action, is intended by the Parties to, nor will any of the foregoing constitute, be introduced, be used or be admissible in any way in any other judicial, arbitral, administrative, investigative or other forum or proceeding, as evidence of any violation or lack of violation of any federal, state, or local law, statute, ordinance, regulation, rule or executive order, or any obligation or duty at law or in equity. Notwithstanding the foregoing, this

Settlement Agreement may be used in any proceeding in any court that has as its purpose the interpretation, implementation, or enforcement of the Settlement Agreement or any orders or judgments of the Court entered into in connection therewith.

U. No Admission of Liability or Wrongdoing by Defendant. Defendant contends that all of their employees were compensated in compliance with the law, and that their conduct was not willful with respect to any alleged failure to pay any wages or penalties. Defendant has denied, and continue to deny, each of the claims and contentions alleged in the Action. Defendant has asserted and continue to assert defenses thereto and have expressly denied and continue to deny any wrongdoing or legal liability arising out of any of the facts or conduct alleged in the Action. Neither this Settlement Agreement, nor any action taken to carry out the terms of this Settlement Agreement, shall ever be construed as, offered, admitted, received or deemed to be evidence in any civil, criminal, administrative, or other proceeding against Defendant or any of the Released Parties, or may be used as an admission, concession, or indication by or against Defendant of any fault, wrongdoing, or liability whatsoever. The Total Settlement Amount, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Total Settlement and this Agreement or to support a defense of res judicata, collateral estoppel, release, or other theory of claim or issue preclusion or similar defense as to the claims being released in this Agreement or the PAGA Settlement Agreement).

V. Waiver of Right to Appeal. Provided that the Judgment is consistent with the terms and conditions of the Settlement Agreement, Plaintiff and Defendant, inclusive, hereby waive any and all rights to appeal in connection with any issue in the Judgment, including, but not limited to, all rights to any post-judgment proceeding and/or appellate proceeding, such as a motion to vacate or set-aside judgment, a motion for new trial, and any extraordinary writ, and the Judgment will become final and non-appealable at the time it is entered.

W. Stay of Litigation. The Parties agree that the continuing litigation of the Action shall be stayed and that the time within which to bring this action to trial under CCP Section 583.310 shall be extended from the date of the signing of this Settlement Agreement by all Parties until the entry of the final approval order and judgment or if not entered the date this agreement shall no longer be of any force or effect.

X. Confidentiality. Plaintiff and PAGA Counsel agree not to file a press release regarding the settlement, respond to press/media inquiries regarding the settlement (except to refer the person inquiring to the court file), or otherwise publicize or divulge to any other individual or entity the terms of this settlement, the amount of this settlement, or the negotiations that resulted in this settlement. This provision does not apply to court filings, nor does this provision apply to any needed disclosures by Plaintiff or PAGA Counsel to their accountants.

Y. No Tax or Legal Advice. The Parties understand and agree that the Parties are neither providing tax or legal advice, nor making representations regarding tax obligations or consequences, if any, related to this Agreement, and that Plaintiff, PAGA Counsel, and Aggrieved Employees made under this Agreement, and that Plaintiff, PAGA Counsel, and Aggrieved Employees shall not seek any indemnification from the Parties or any of the Released

Parties in this regard. The Parties agree that, in the event that any taxing body determines that additional taxes are due from any recipient of a disbursement under this agreement, such recipient assumes all responsibility for the payment of such taxes.

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

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

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

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

[Signature Page Follows]

IN WITNESS THEREOF, the Parties each acknowledge that he/she/it has read the foregoing Settlement Agreement, accepts and agrees to the provisions contained in this Settlement Agreement and hereby executes it voluntarily and with full understanding of its consequences.

PLAINTIFF:

Dated: 01/28/2025



Victor (Jan 28, 2025 12:11 PST)

VICTOR BARCENAS

DEFENDANT:

Dated: _____

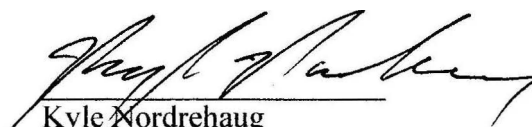
BESHAY FOODS, INC.

By: _____

APPROVED AS TO FORM AND CONTENT:

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

Dated: 1/28/25

By: 

Kyle Nordrehaug
ATTORNEYS FOR PLAINTIFF

GOMEZ TRIAL ATTORNEYS, APLC

Dated: 1/28/2025

By: 

JOHN GOMEZ
EMILIA ARUTUNIAN
ATTORNEYS FOR PLAINTIFF

MUSICK PEELER & GARRETT LLP

Dated: _____

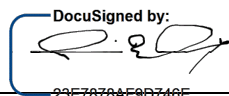
By: _____
BETH KAHN
MATTHEW RICHARDSON
ATTORNEYS FOR DEFENDANT

IN WITNESS THEREOF, the Parties each acknowledge that he/she/it has read the foregoing Settlement Agreement, accepts and agrees to the provisions contained in this Settlement Agreement and hereby executes it voluntarily and with full understanding of its consequences.

PLAINTIFF:

Dated: _____
VICTOR BARCENAS

DEFENDANT:

Dated: 1/23/2025
BESHAY FOODS, INC.
By: _____


APPROVED AS TO FORM AND CONTENT:

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

Dated: _____ By: _____
KYLE R. NORDREHAUG
ATTORNEYS FOR PLAINTIFF

GOMEZ TRIAL ATTORNEYS, APLC

Dated: _____ By: _____
JOHN GOMEZ
EMILIA ARUTUNIAN
ATTORNEYS FOR PLAINTIFF

MUSICK PEELER & GARRETT LLP

Dated: 1/24/25 By: Matthew Richardson
BETH KAHN
MATTHEW RICHARDSON
ATTORNEYS FOR DEFENDANT

EXHIBIT #2

Blumenthal Nordrehaug Bhowmik DeBlouw LLP

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

INVOICE

Invoice # 1
Date: 03/10/2025
Due On: 04/09/2025

Victor Barcenas
26110 Primrose Way
Moreno Valley, CA 92555

CA2842

Beshay Foods

Services

Attorney	Date	Notes	Quantity	Rate	Total
NDB	12/16/2022	Review and analyze original intake notes. Legal research regarding related litigation in state and federal court. Analyze Defendant's business operations in CA. Conference with Plaintiff to discuss claims and status.	3.90	\$850.00	\$3,315.00
NDB	12/17/2022	Review and analyze employment file for all legal claims. Review all pay stubs for 226(a) violations. Legal research regarding the same. Conference with Plaintiff to obtain facts for class action complaint.	4.40	\$850.00	\$3,740.00
NDB	12/18/2022	Draft original complaint. Review facts and law.	4.50	\$850.00	\$3,825.00
NDB	12/19/2022	Draft complaint. Send to Plaintiff for approval to file. Call with Plaintiff to discuss process of lawsuit and potential outcomes.	4.20	\$850.00	\$3,570.00
NDB	12/21/2022	Review facts and damages. Draft internal case notes memo detailing claims.	2.00	\$850.00	\$1,700.00
SB	12/30/2022	Review complaint for filing, advise ND	2.60	\$450.00	\$1,170.00
RE	01/01/2023	Review case notes/damage analysis	0.50	\$675.00	\$337.50
RE	01/01/2023	Review & analyze employment file documents	3.00	\$675.00	\$2,025.00
SB	01/02/2023	Review complaint for filing, advise ND	2.80	\$450.00	\$1,260.00

RE	01/03/2023	Review, edit & finalize class action complaint draft	2.75	\$675.00	\$1,856.25
NDB	01/03/2023	Review and research PAGA claims and penalties. Draft PAGA Notice and upload to LWDA website. Stratus update to Plaintiff.	2.40	\$850.00	\$2,040.00
RE	01/04/2023	Draft summons and civil case cover sheet re class action	0.50	\$675.00	\$337.50
RE	01/04/2023	Review & finalize class action complaint package; file in SD Sup. Ct.	0.60	\$675.00	\$405.00
RE	01/05/2023	Review court-returned documents; review docket re class action; memo to firm re judicial/ department assignment and status of initial case management conference	0.50	\$675.00	\$337.50
RE	01/15/2023	Prepare initial documents for service of process; identify registered agent; send out for service via Knox re class action	0.75	\$675.00	\$506.25
NDB	01/15/2023	Review and analyze emails and docs from Plaintiff regarding DFEH and retaliation claims. Review off the clock work tasks and meal break claims. Legal research regarding recent court opinions. Status update to Plaintiff.	3.40	\$850.00	\$2,890.00
RE	01/25/2023	File Proof of Service of Summons; memo to firm re post-service written discovery re class action	0.50	\$675.00	\$337.50
PM	02/09/2023	Review Def. correspondence; analyze legal and factual claims and review case notes.	1.50	\$750.00	\$1,125.00
VR	02/14/2023	Review and Analyze: review court's orders and docket; review related case	0.60	\$750.00	\$450.00
VR	02/15/2023	Review and Analyze: review status of case and status of related case; advise PM	1.20	\$750.00	\$900.00
VR	02/17/2023	meet and confer with plaintiff's counsel regarding status of cases and strategy; advise AJB	0.70	\$750.00	\$525.00
SB	02/21/2023	Revise complaint, advise ND	2.60	\$450.00	\$1,170.00
PM	03/15/2023	Review complaint and legal and factual issues; review and analyze Def. arbitration provision; advise KN re the same.	1.00	\$750.00	\$750.00
VR	03/17/2023	Review and Analyze: review case notes and complaint; review documents; review docket and court's orders; advise PM	1.50	\$750.00	\$1,125.00
PM	03/23/2023	Review and analyze Def. arbitration provision; correspond with defense re dismissal of class action.	1.00	\$750.00	\$750.00
RE	03/24/2023	Draft PAGA only complaint	4.50	\$675.00	\$3,037.50

RE	03/24/2023	Draft summons and civil case cover sheet re paga action	0.50	\$675.00	\$337.50
RE	03/24/2023	Review & finalize paga action complaint package; file in Riverside Sup. Ct.	0.75	\$675.00	\$506.25
NDB	03/24/2023	Review and analyze PAGA notice. Review and revise PAGA Only complaint. Discuss with R. Ehmann. Status update to Plaintiff.	1.90	\$850.00	\$1,615.00
RE	03/27/2023	Review court-returned documents; review docket; memo to firm re judicial/departement assignment and status of initial case management conference re paga action	0.50	\$675.00	\$337.50
RE	03/27/2023	Provide notice to LWDA of PAGA filing; upload complaint to LWDA website; save confirmation for future verification of notice to LWDA	0.40	\$675.00	\$270.00
PM	03/28/2023	Review Def. arb agreement; review draft request for dismissal of class action	0.50	\$750.00	\$375.00
VR	04/03/2023	Draft: draft request for dismissal; review correspondence between parties; review complaint; review arbitration agreement; finalize	1.80	\$750.00	\$1,350.00
VR	05/03/2023	Review and Revise: review and revise request for dismissal; review rejection notice; advise GG	0.30	\$750.00	\$225.00
CJ	05/05/2023	Review compliant, evaluate case notes - status of case and claims, prior order re CMC and review docket in prep for drafting CMC Statement	1.00	\$550.00	\$550.00
CJ	05/05/2023	Draft CMC Statement	0.50	\$550.00	\$275.00
CJ	05/05/2023	Review status of arbitration	0.50	\$550.00	\$275.00
RE	05/08/2023	Prepare initial documents for service of process re paga action; identify reg. agent; send out for service of process	0.70	\$675.00	\$472.50
CJ	05/08/2023	Advise PM and VR re discovery needs in light of potential arb	0.50	\$550.00	\$275.00
CJ	05/08/2023	Finalize CMC Statement for service, review service issue and sent for filing	0.75	\$550.00	\$412.50
CJ	05/08/2023	Review status of discovery	0.50	\$550.00	\$275.00
GG	05/08/2023	Finalized, file, and served CMC statement in PAGA action.	0.40	\$250.00	\$100.00
GG	05/08/2023	Sent email to CJ re mail service on agent.	0.10	\$250.00	\$25.00
RE	05/11/2023	File proof of service of summons re paga action; memo to firm re post service written discovery	0.50	\$675.00	\$337.50
CJ	05/12/2023	Research status of service, research status of	0.75	\$550.00	\$412.50

		discovery and orders, review local rules			
CJ	05/22/2023	Research status of case and claims in preparation for CMC, review status of CMC and research docket	1.00	\$550.00	\$550.00
GG	05/23/2023	Reviewed ROA re upcoming CMC in PAGA action, confirmed hearing and added remote appearance info to email.	0.20	\$250.00	\$50.00
PM	06/07/2023	Review case file and legal claims; review documents and strategize re claims.	1.00	\$750.00	\$750.00
PM	06/23/2023	Review legal and factual issues; Review Def. correspondences regarding arbitration agreement and PAGA action.	2.00	\$750.00	\$1,500.00
CJ	06/26/2023	Evaluate status of case and claims, review arbitration agreement analysis in preparation to meet and confer	0.50	\$550.00	\$275.00
CJ	06/27/2023	Review and evaluate CMO, evaluate relevant deadlines related thereto, review case notes	0.50	\$550.00	\$275.00
CJ	06/28/2023	Prepare for t/c with OPC, review CRC and CMO, evaluate relevant deadlines	1.00	\$550.00	\$550.00
CJ	06/28/2023	Conduct t/c with OPC	0.50	\$550.00	\$275.00
CJ	06/28/2023	Eval P's time and payroll, review docs in P file	1.00	\$550.00	\$550.00
CJ	06/29/2023	Determine requirements for Report due to the Court, review prior orders and ROA< evaluate complaint and case notes	1.00	\$550.00	\$550.00
CJ	06/29/2023	Draft Joint Status Report, review Local Rules and CRC	1.00	\$550.00	\$550.00
CJ	06/30/2023	Final review of Joint CMC Statement, advise PM re same, review and sent to OPC for incorporation	0.50	\$550.00	\$275.00
PM	06/30/2023	Review and analyze legal and factual claims and issues; review and analyze case documents and strategize re Def. upcoming MTC Arb.	2.50	\$750.00	\$1,875.00
CJ	07/05/2023	Review CMC Requirement, email OPC re Joint Report, review edits, edit further,	1.00	\$550.00	\$550.00
CJ	07/05/2023	Review CMC St., finalized and sent to paralegal for filing	0.50	\$550.00	\$275.00
GG	07/05/2023	Draft: POS, file and serve CMC stmt	0.40	\$250.00	\$100.00
CJ	07/12/2023	Prepare for CMC by evaluating cmc statement and review of docket, prepare to request discovery stay is lifted	1.00	\$550.00	\$550.00

CJ	07/12/2023	Appear at CMC, memorialize outcome to firm and determine next steps with respect to discovery and MTC Arb	1.00	\$550.00	\$550.00
CJ	07/13/2023	Review relevant deadlines re CMC, evaluate docket, review prior orders and memorialize	0.50	\$550.00	\$275.00
CJ	08/17/2023	Review Case and claims in preparation for drafting and serving discovery	1.00	\$550.00	\$550.00
CJ	08/17/2023	Evaluate all prior orders, determine CMO and stay in effect	0.50	\$550.00	\$275.00
VR	09/12/2023	Draft: draft joint statement re CMC; review case status and status of motion to compel arbitration; correspondence to Def	1.60	\$750.00	\$1,200.00
VR	09/13/2023	Draft: Draft CMC statement; review complaint and case notes; review documents; advise PM	2.50	\$750.00	\$1,875.00
VR	09/15/2023	Review and Analyze: review court's orders and docket; review CMC statement; advise CJ and PM	0.50	\$750.00	\$375.00
PM	09/20/2023	Review summary of CMC and strategize re case management; review correspondences with Def. and review arbitration agreement.	1.00	\$750.00	\$750.00
CJ	09/20/2023	Prepare to appear at CMC by reviewing joint report , status of MTC Arb	1.00	\$550.00	\$550.00
CJ	09/20/2023	Appear at CMC, evaluate next steps and communicate CMC outcome to firm	1.00	\$550.00	\$550.00
VR	09/27/2023	telephone conference of counsel with Def re mediation; review discovery; review motion to compel arbitration; advise PM and CJ	1.00	\$750.00	\$750.00
PM	09/29/2023	Review Def. stipulation re mediation; Review correspondences with defense counsel.	0.50	\$750.00	\$375.00
CJ	10/19/2023	Prepare for CMC, evaluate tentative, memorialize to firm	1.00	\$550.00	\$550.00
GG	11/03/2023	Reviewed Def's notice re sub of atty, updated POS.	0.20	\$250.00	\$50.00
GG	02/08/2024	Review D's notice of change of address and update pos.	0.20	\$250.00	\$50.00
VR	02/13/2024	Draft: draft joint CMC statement; review status of case and mediation; review court's orders; advise PM; correspondence to Def	1.50	\$750.00	\$1,125.00
GG	02/14/2024	Check ROA to confirm hearing information for upcoming status conference.	0.10	\$250.00	\$25.00
GG	02/15/2024	Update POS, and file and serve joint cmc	0.40	\$250.00	\$100.00

		statement in PAGA action.			
PM	02/19/2024	Review email correspondences and status of action.	0.50	\$750.00	\$375.00
VR	02/19/2024	Receipt and Review of Correspondence: review correspondence between parties; review related case; review status of mediation; advise PM	1.00	\$750.00	\$750.00
CJ	03/04/2024	Evaluate claims, review case notes, review discovery conducted to date	1.00	\$550.00	\$550.00
CJ	03/04/2024	Review Plaintiff's docs, combined and sent to paralegal for bates stamping	1.00	\$550.00	\$550.00
CJ	03/04/2024	Create exhibit book, evaluate status of mediation and research status of PAGA action, begin drafting mediation data and document demand	1.00	\$550.00	\$550.00
GG	03/04/2024	Review and organize clients documents, bates stamp and email to CJ for review.	0.70	\$250.00	\$175.00
CJ	06/06/2024	Research case and claims, evaluate documents received to date for mediation, research letter request, correspond with OPC re same	0.50	\$550.00	\$275.00
CJ	06/14/2024	Review status of mediation data and docs received to date, correspond with OPC re same	0.75	\$550.00	\$412.50
CJ	06/14/2024	T/C with OPC re mediation data and docs received to date and what is needed	0.75	\$550.00	\$412.50
CJ	06/20/2024	Review status of mediation data and documents, follow up with OPC, evaluate OPC correspondence	0.25	\$550.00	\$137.50
CJ	06/25/2024	Prepare for and conduct t/c with OPC	1.00	\$550.00	\$550.00
CJ	07/01/2024	Prepare for call with Plaintiff to obtain case analysis facts, review P's docs, review complaint and case notes, status of discovery	1.00	\$550.00	\$550.00
CJ	07/01/2024	T/c with Plaintiff	1.00	\$550.00	\$550.00
NDB	07/01/2024	Review and analyze all data produced for mediation purposes. Analyze court docket and case file in preparation for mediation. Review Defendant's wage and hour policy documents. Prepare for mediation.	4.90	\$850.00	\$4,165.00
CJ	07/02/2024	Continue analysis of mediation documents and status of documents needed	0.50	\$550.00	\$275.00
CJ	07/03/2024	Evaluate document production from Defendant, sent relevant documents to expert, review production	1.00	\$550.00	\$550.00
NDB	07/03/2024	Review pay stub exemplars for overtime and	3.90	\$850.00	\$3,315.00

		wage statement violations. Analyze time records for meal break claims. Legal research regarding the same. Conference with Plaintiff to discuss settlement authority and facts for mediation brief.			
CJ	07/08/2024	Review and evaluate documents received for mediation, correspond with expert re same, continue preparing for mediation	1.00	\$550.00	\$550.00
CJ	07/08/2024	Review and evaluate status of documents received for mediation, correspond with admin	0.50	\$550.00	\$275.00
SB	07/09/2024	Speak with client in advance of mediation, analyze claims, advise AJB	2.60	\$450.00	\$1,170.00
NDB	07/09/2024	Review case demographics. Research previous settlements with similar workweeks and claims for mediation valuation. Draft MOU.	2.70	\$850.00	\$2,295.00
CJ	07/11/2024	Evaluate records, advise expert in preparation for mediation	0.75	\$550.00	\$412.50
NDB	07/11/2024	Review facts and law. Draft mediation brief.	6.00	\$850.00	\$5,100.00
CJ	07/15/2024	Research claims, evaluate case notes, update mediation charts, review prior correspondence	1.00	\$550.00	\$550.00
CJ	07/15/2024	Draft mediation brief template, evaluate mediation dates and deadlines, analyze exhibits	1.50	\$550.00	\$825.00
CJ	07/15/2024	Analyze expert charts	0.50	\$550.00	\$275.00
SB	07/17/2024	Speak with client about claims, calculate individual damages, advise AJB	2.60	\$450.00	\$1,170.00
NDB	07/21/2024	Review all mediation materials including briefs and exhibits thereto. Review and analyze expert damage and penalty report. Status update to Plaintiff.	2.80	\$850.00	\$2,380.00
AB	07/22/2024	Prep and appear for mediation.	5.00	\$895.00	\$4,475.00
NB	07/22/2024	Review docs re settlement issues. Analyze, advise AJ.	2.50	\$995.00	\$2,487.50
SB	07/22/2024	Attend mediation	8.00	\$450.00	\$3,600.00
CJ	07/22/2024	Continue preparing for mediation, review expert report, correspond with expert, evaluate documents	1.00	\$550.00	\$550.00
PM	07/24/2024	Review internal emails regarding mediation; review and revise request to dismiss individual PAGA claim per Balderas.	0.50	\$750.00	\$375.00
GG	07/25/2024	Finalize, file and serve Dismissal of non-indiv. paga action	0.60	\$250.00	\$150.00

GG	07/25/2024	Tel. call to clerk re dismissal, re-file dismissal.	0.60	\$250.00	\$150.00
GG	07/29/2024	Follow up call with clerk re dismissal, asked to re-file. File dismissal.	0.30	\$250.00	\$75.00
CJ	07/30/2024	Advise GG re mediation prep, review status of reports	0.50	\$550.00	\$275.00
GG	08/02/2024	ROA Review re Ps Dismissal of Individ. PAGA claim. Access order via lexis, and circulate email re dismissal.	0.30	\$250.00	\$75.00
GG	08/07/2024	Draft evidence preservation letter.	0.40	\$250.00	\$100.00
CJ	08/07/2024	Research discovery stay, review prior orders, correspond with AJB and PM re same, evaluate orders and court procedure	1.00	\$550.00	\$550.00
GG	08/08/2024	Finalized evidence preservation letter and served/saved to file.	0.10	\$250.00	\$25.00
GG	08/15/2024	ROA check re upcoming CMC	0.10	\$250.00	\$25.00
CJ	08/15/2024	Evaluate status of CMC	0.50	\$550.00	\$275.00
CJ	08/15/2024	Draft Joint CMC Statement, research prior orders, research case notes and prior correspondence	1.50	\$550.00	\$825.00
GG	08/16/2024	Finalize, file, and serve CMC statement.	0.40	\$250.00	\$100.00
GG	08/16/2024	Add remote appearance info. to week's upcoming hearings list and circulate to team.	0.10	\$250.00	\$25.00
CJ	08/16/2024	Evaluate Joint Report, sent to GG	0.50	\$550.00	\$275.00
CJ	08/22/2024	Prepare for CMC, review discovery issues, review arbitration issue	1.00	\$550.00	\$550.00
CJ	08/22/2024	Appear at CMC, review arb, memorialize outcome to firm	1.00	\$550.00	\$550.00
AB	08/29/2024	Review/analyze corr from defendant re MOU. Draft/send response.	2.00	\$895.00	\$1,790.00
CJ	09/30/2024	Evaluate prior correspondence, evaluate MOU, review prior orders and court in prep for drafting Joint CMC Statement	1.00	\$550.00	\$550.00
CJ	09/30/2024	Draft Joint CMC Statement	1.00	\$550.00	\$550.00
PM	09/30/2024	Review draft MOU; review and revise joint status conference statement and advise CJ re the same.	0.50	\$750.00	\$375.00
CJ	10/01/2024	Draft revisions to Joint Status Report, evaluate PM notes, evaluate status of MOU, sent to OPC, evaluate correspondence from AJB	1.00	\$550.00	\$550.00
GG	10/02/2024	Finalize, file, serve, Joint cmc statement in PAGA	0.30	\$250.00	\$75.00

		action.			
CJ	10/08/2024	Prepare to appear at CMC, review case posture, claims, and report	1.00	\$550.00	\$550.00
CJ	10/08/2024	Appear at CMC, memorialize outcome to firm	1.00	\$550.00	\$550.00
NDB	10/22/2024	Review and analyze mediation notes. Review and analyze MOU terms. Send to Plaintiff for approval. Conference with Plaintiff to discuss terms and process of approval.	1.40	\$850.00	\$1,190.00
AR	11/18/2024	Review file for status of MOU; review and outline MOU; draft follow up correspondence.	0.60	\$550.00	\$330.00
PM	11/21/2024	Review MOU and analyze; draft PAGA settlement agreement.	4.50	\$750.00	\$3,375.00
KN	12/03/2024	Review Admin estimates; review issues from PM; advise PM as to how to update agreement	0.60	\$950.00	\$570.00
KN	12/03/2024	Review draft agreement; advise PM	1.00	\$950.00	\$950.00
GG	12/11/2024	Formatted settlement agreement draft.	0.20	\$250.00	\$50.00
PM	12/11/2024	Re-Draft PAGA Settlement Agreement.	2.50	\$750.00	\$1,875.00
AR	12/11/2024	Review JPA and MOU; multiple correspondence with PM regarding PAGA approval motion and timeline.	0.60	\$550.00	\$330.00
PM	12/19/2024	Review PAGA settlement agreement; Draft individual settlement agreement.	2.00	\$750.00	\$1,500.00
PM	12/26/2024	Review draft settlement agreement; follow up with defense regarding settlement agreement.	0.25	\$750.00	\$187.50
PM	12/30/2024	Draft PAGA Approval Motion; review damages analysis and analyze; review PAGA settlement agreement draft and MOU.	4.00	\$750.00	\$3,000.00
PM	01/03/2025	Review and revise PAGA approval motion.	1.00	\$750.00	\$750.00
PM	01/06/2025	Review status of settlement agreement and email defense counsel re the same; strategize re filing of PAGA approval motion.	0.75	\$750.00	\$562.50
KN	01/14/2025	Review Def revisions to Agreement; analysis of issues; advise PM	1.00	\$950.00	\$950.00
PM	01/14/2025	Draft/review/revise PAGA approval motion; review Def. revisions to PAGA settlement agreement and provide further revisions.	3.00	\$750.00	\$2,250.00
KN	01/14/2025	Review and revise draft motion; review CMO; advise PM as to motion corrections and next steps.	1.00	\$950.00	\$950.00

GG	01/14/2025	Finalized, filed, served, request for dismissal and declaration.	0.60	\$250.00	\$150.00
GG	01/14/2025	Reviewed case file re Def's answer, reviewed ROA, drafted POS and searched SOS website for Def's agent, emailed team re service status.	0.50	\$250.00	\$125.00
GG	01/14/2025	Finalized, filed, and served CMC statement in PAGA action.	0.40	\$250.00	\$100.00
GG	01/14/2025	Finalized, filed, and served CMC statement in PAGA action.	0.40	\$250.00	\$100.00
PM	01/15/2025	Draft proposed order and judgment re PAGA approval motion	0.50	\$750.00	\$375.00
GG	01/22/2025	Reviewed email re status of settlement, and need to continue PAGA approval hearing, contacted clerk, and informed PM.	0.30	\$250.00	\$75.00
GG	01/23/2025	Reviewed settlement agreement and formatted as needed.	0.20	\$250.00	\$50.00
PM	01/23/2025	Review/revise/finalize settlement agreements; review Def. revisions to settlement agreements and PAGA approval motion.	1.50	\$750.00	\$1,125.00
PM	01/24/2025	Draft declaration in support of PAGA approval motion.	3.50	\$750.00	\$2,625.00
PM	01/28/2025	Finalize settlement agreements; correspond with co-counsel; draft request to continue PAGA Approval Motion and supporting declaration.	1.00	\$750.00	\$750.00
GG	01/28/2025	Updated POS, finalized, filed, and served request to continue hearing re Prelim approval and supporting declaration.	0.70	\$250.00	\$175.00
GG	01/30/2025	Reviewed ROA re status of request to continue hearing on prelim approval.	0.20	\$250.00	\$50.00
PM	02/18/2025	Draft, review, revise declaration in support of PAGA approval motion.	1.00	\$750.00	\$750.00
KN	03/05/2025	Work on motion; review emails; plan next steps; email Defendant	1.00	\$950.00	\$950.00
KN	03/10/2025	Review and revise declaration ISO motion; double-check for checklist compliance; prepare exhibits	2.00	\$950.00	\$1,900.00
KN	03/10/2025	Review and revise motion for final; file and serve motion; serve LWDA	2.50	\$950.00	\$2,375.00
				Services Subtotal	\$147,528.75

Expenses

Type	Date	Notes	Quantity	Rate	Total
Expense	01/03/2023	PAGA Filing Fee	1.00	\$75.00	\$75.00
Expense	01/05/2023	Onelegal/Court Fee	1.00	\$1,490.20	\$1,490.20
Expense	01/05/2023	Fee for pulling court docs	1.00	\$5.00	\$5.00
Expense	01/25/2023	Onelegal/court fees	1.00	\$13.33	\$13.33
Expense	01/27/2023	Onelegal/court fees	1.00	\$41.44	\$41.44
Expense	01/31/2023	Knox	1.00	\$119.95	\$119.95
Expense	03/24/2023	Onelegal/Court Filing Fee	1.00	\$1,510.02	\$1,510.02
Expense	05/03/2023	court filing via One Legal	1.00	\$13.33	\$13.33
Expense	05/06/2023	One Legal filing fee	1.00	\$42.98	\$42.98
Expense	05/08/2023	court filing via One Legal	1.00	\$17.24	\$17.24
Expense	05/11/2023	Onelegal/court fees	1.00	\$17.24	\$17.24
Expense	05/12/2023	Onelegal/Court Fees	1.00	\$41.44	\$41.44
Expense	05/31/2023	Knox	1.00	\$145.65	\$145.65
Expense	05/31/2023	One Legal Filing Fee	1.00	\$17.24	\$17.24
Expense	06/12/2023	filing via One Legal	1.00	\$33.92	\$33.92
Expense	07/07/2023	One Legal Filing Fee	1.00	\$17.24	\$17.24
Expense	09/17/2023	One Legal Filing Fee	1.00	\$17.24	\$17.24
Expense	02/16/2024	One Legal Filing Fee: One Legal Filing Fee	1.00	\$19.30	\$19.30
Expense	07/22/2024	Mediation Fees - Steven G. Mehta.	1.00	\$10,000.00	\$10,000.00
Expense	07/23/2024	Berger Consulting Fees.	1.00	\$4,950.00	\$4,950.00
Expense	07/29/2024	One Legal Filing Fee: One Legal Filing Fee	1.00	\$19.30	\$19.30
Expense	07/30/2024	One Legal Filing Fee: One Legal Filing Fee	1.00	\$19.30	\$19.30
Expense	08/16/2024	One Legal Filing Fee: One Legal Filing Fee	1.00	\$19.30	\$19.30
Expense	08/30/2024	Mediation Fee - Steven G. Mehta.	1.00	\$1,218.75	\$1,218.75
Expense	10/03/2024	One Legal filing fee	1.00	\$20.96	\$20.96
Expense	10/07/2024	One Legal Filing Fee: One Legal Filing Fee	1.00	\$15.44	\$15.44
Expense	01/22/2025	Filing fee - motion	1.00	\$60.00	\$60.00

Expense	01/29/2025	One Legal Filing Fee: One Legal Filing Fee	1.00	\$61.95	\$61.95
Expense	03/10/2025	Filing fee - motion	1.00	\$60.00	\$60.00
Expenses Subtotal					\$20,082.76

Time Keeper	Quantity	Rate	Total
AJ Bhowmik	7.0	\$895.00	\$6,265.00
Norm Blumenthal	2.5	\$995.00	\$2,487.50
Scott Blumenthal	21.2	\$450.00	\$9,540.00
Nicholas De Blouw	48.4	\$850.00	\$41,140.00
Ricardo Ehmann	16.95	\$675.00	\$11,441.25
Charlotte James	47.0	\$550.00	\$25,850.00
Piya Mukherjee	38.0	\$750.00	\$28,500.00
Kyle Nordrehaug	9.1	\$950.00	\$8,645.00
Victoria Rivapalacio	14.2	\$750.00	\$10,650.00
Andrew Ronan	1.2	\$550.00	\$660.00
Gerardo Galaviz	9.4	\$250.00	\$2,350.00
Subtotal			\$167,611.51
Total			\$167,611.51

Detailed Statement of Account

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
1	04/09/2025	\$167,611.51	\$0.00	\$167,611.51
Outstanding Balance				\$167,611.51
Total Amount Outstanding				\$167,611.51

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

Please pay within 30 days.

EXHIBIT #3

Blumenthal Nordrehaug Bhowmik De Blouw LLP

2255 Calle Clara, La Jolla, California 92037

Tel: (858) 551-1223

Fax: (858) 551-1232

FIRM RESUME

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

ATTORNEY BIOGRAPHIES

Norman B. Blumenthal

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

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

Admitted: 1973, Illinois; 1976, California

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

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

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

Summer Intern (1971) with Harvard Voluntary Defenders

Kyle R. Nordrehaug

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

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

Admitted: 1999, California

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

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

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

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

Aparajit Bhowmik

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

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

Admitted: 2006, California

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

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

Awards: Rising Star 2015

Nicholas J. De Blouw

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

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

Admitted: 2011, California

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

Piya Mukherjee

Associate Attorney

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

Admitted: 2010, California

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

Victoria Rivapalacio

Associate Attorney

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

Admitted: 2011, California

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

Ricardo Ehmman

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2018, California; 2004, Nevada

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

Jeffrey S. Herman

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2011, California; 2016 Arizona

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

Charlotte James

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2016, California

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

Christine Levu

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2012, California

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

Andrew Ronan

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2016, California

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

Scott Blumenthal

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2020, New Mexico

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

Sergio Julian Puche

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2013, California

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

Trevor Moran

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2020, California

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

Adolfo Sanchez Contreras

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2024, California; 2014, Mexico

Educated: The Juarez University

REPORTED CASES

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

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

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

Provost v. YourMechanic, Inc., 2020 Cal. App. Lexis 955 (Oct. 15, 2020) (Court of Appeals affirmed denial of arbitration of PAGA claim, and held in a case of first impression, that there was no additional standing rules for PAGA claim brought by independent contractor);

In re Tobacco Cases II, 41 Cal. 4th 1257 (2007); Washington Mutual Bank v. Superior Court, 24 Cal. 4th 906 (2001); Rocker v. KPMG LLP, 148 P.3d 703; 122 Nev. 1185 (2006); PCO, Inc. v. Christensen, Miller, Fink, Jacobs, Glaser, Weil & Shapiro, LLP, 150 Cal. App. 4th 384 (2007); Hall v. County of Los Angeles, 148 Cal. App. 4th 318 (2007); Coshov v. City of Escondido, 132 Cal. App. 4th 687 (2005); Daniels v. Philip Morris, 18 F.Supp 2d 1110 (S.D. Cal.1998); Gibson v. World Savings & Loan Asso., 103 Cal. App. 4th 1291 (2003); Jordan v. Department of Motor Vehicles,

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No. 37-2018-00047639-CU-OE-CTL; Erickson v. Erickson – Contra Costa County Superior Court, Case No. MSC18-00307; Martin v. Menzies Aviation (USA) Inc. – San Francisco County Superior Court, Case No. CGC-18-566072; Mortimer v. Healthsouth Bakersfield Rehabilitation Hospital, LLC – Kern County Superior Court, Case No. BCV-18-102761; Alcaraz v. Red Lion Hotels Corporation – San Francisco County Superior Court, Case No. CGC-18-570310; Calhoun v. Total Transportation and Distribution, Inc. – San Diego County Superior Court, Case No. 37-2018-00058681-CU-OE-CTL; Rataul v. Overton Security Services, Inc. – Alameda County Superior Court, Case No. RG18891882; Beltran v. Compass Bank – San Diego County Superior Court, Case No. 37-2019-00024475-CU-OE-CTL; Kirshner v. Touchstone Golf, LLC – San Diego County Superior Court, Case No. 37-2018-00028865-CU-OE-CTL; Pizarro v. The Home Depot, Inc. – U.S. District Court for the Northern District of Georgia-Atlanta Division; Hatanaka v. Restore Rehabilitation, LLC – San Diego County Superior Court, Case No. 37-2018-00034780-CU-OE-CTL; Faria v. Carriage Funeral Holdings, Inc. – Contra Costa County Superior Court, Case No. MSC18-00606; Ontiveros v. Baker Concrete Construction, Inc. – Santa Clara County Superior Court, Case No. 18CV328679; Morales v. Redlands Automotive Services, Inc. – San Bernardino County Superior Court, Case No. CIVDS1807525; Ramirez v. Carefusion Resources, LLC – U.S. District Court, Southern District of California; Amster v. Starbucks Corporation – San Bernardino Superior Court, Case No. CIVDS1922016; Kutzman v. Derrel's Mini Storage, Inc. – U.S. District, Eastern District of California, Case No. 1:18-cv-00755-AWI-JLT; Marks v. Universal Propulsion Company, Inc. – Solano County Superior Court, Case No. FCS051608; Martinez v. Geil Enterprises, Inc. – Fresno County Superior Court, Case No. 17CECG01480; Teniente v. Cirrus Asset Management, Inc. – Los Angeles County Superior Court, Case No. 20STCV16302; Blackshear v. California Fine Wine & Spirits LLC – Sacramento County Superior Court, Case No. 34-2018-00245842; Warnick v. Golden Gate America West LLC – Los Angeles County Superior Court, Case No. BC714176; Bennett v. Dnata Aviation USA, Inc. – San Francisco County Superior Court, Case No. CGC-18-566911; George v. PF Stockton Fitness LLC – Sacramento County Superior Court, Case No. 34-2019-00261113-CU-OE-GDS; Oshana v. Farmers and Merchants Bank of Central California – Stanislaus County Superior Court, Case No. CV-19-003427; Vasquez v. Packaging Corporation of America – U.S. District Court, California Central District, Case No. 2:19-cv-01935-PSG-PLA; Palomino v. Zara USA Inc. – Orange County Superior Court, Case No. 30-2018-00992682-CU-OE-CXC; Simmons v. Joe & The Juice LA, LLC – San Francisco County Superior Court; Pacia v. CIM Group, L.P. – Los Angeles County Superior Court, Case No. BC709666; Flores v. Plastic Express – Los Angeles County Superior Court, Case No. BC71971; Madera v. William Warren Properties, Inc. – Orange County Superior Court, Case No. 30-2019-01055704-CU-OE-CXC; Hernandez v. Quality Custom Distribution – Orange County Superior Court, Case No. 30-2018-01010611-CU-OE-CXC; Arango v. Schlumberger Technology Corporation – Orange County Superior Court, Case No. 30-2019-01056839-CU-OE-CXC; Dandoy v. West Coast Convenience, LLC – Alameda County Superior Court, Case No. HG20051121; Ramirez v. J E H Enterprises, Inc. – San Francisco County Superior Court, Case No. CGC-19-574691; Sullen v. First Service Residential California, LLC – San Francisco County Superior Court, Case No. CGC-19-575131; Valentino v. East Bay Tire Co. – Solano County Superior Court, Case No. FCS053067; Murphy v. Rockler Retail Group, Inc. – Sacramento Superior Court, Case No. 34-2019-00251220; Shahbazian v. Onewest Bank – Los Angeles County Superior Court, Case No. 19STCV23722; Bruemmer v. Tempur Retail Stores LLC – Marin County Superior Court, Case No. CIV1803646; Antonios v. Interface Rehab, Inc. – Orange County Superior, Case No. 30-2019-01067547-CU-OE-CXC; Tavallodi v. DC Auto, Inc. – San Bernardino, Case No. CIVDS1833598; Miranda v. The Lloyd Pest Control Co. – San Diego County Superior Court, Case No. 37-2018-00052510-CU-OE-CTL; Soenardi v. Magnussen Imports, Inc. – Santa Clara County Superior Court, Case No. 18CV340003; Thai v. Team Industrial Services, Inc. – Los Angeles County Superior Court, Case No. 19STCV21953; Castillo v. A.J. Kirkwood & Associates, Inc. – Los Angeles County Superior Court, Case No. 19STCV04435; Moss v. Jabil Inc. – Alameda County Superior Court, Case No. HG20050536; Billosillo, Jr. v. Crown Energy Services, Inc. – San Diego County Superior Court,

Case No. 37-2018-00058254-CU-OE-CTL; Tarkington v. Freetime, Inc. – San Diego County Superior Court, Case No. 37-2019-00011473-CU-OE-CTL; McIntyre v. J.J.R. Enterprises, Inc. – Sacramento County Superior Court, Case No. 34-2019-00251220; Bucur v. Pharmaca Integrative Pharmacy, Inc. – San Diego County Superior Court, Case No. 37-2019-00009409-CU-OE-CTL; Batin v. McGee Air Services, Inc. – Santa Clara County Superior Court, Case No. 19CV347733; Terry v. McGee Air Services, Inc. – King County Superior Court of Washington, Case No. 19-2-3321-5 KNT; Weiss v. Niznik Behavioral Health Resources, Inc. – San Diego County Superior Court, Case No. 37-2019-00039441-CU-OE-CTL; Cavada v. Inter-Continental Hotels Group, Inc. – U.S. District Court, Southern District of California, Case No. 3:19-cv-01675-GPC-AHG; Lešević v. Spectraforce Technologies, Inc. – U.S. District Court, Northern District of California, Case No. 5:19-cv-03126-LHK; Mutchler v. Circle K Stores, Inc. – San Diego County Superior Court, Case No. 37-2020-00016331-CU-OE-CTL, Azima v. CSI Medical Group, – Santa Clara County Superior Court, Case No. 19CV345450; Porrás v. Baypointe Enterprises, LLC – Los Angeles County Superior Court, Case No. 19STCV31015; Mitchell v. Mack Trucking, Inc. – San Bernardino County Superior Court, Case No. CIVDS1928334; Watts v. T.R.L. Systems, Incorporated – Orange County Superior Court, Case No. 30-2019-01102457-CU-OE-CXC; Price v. DMSD Restaurants Inc. – San Diego County Superior Court, Case No. 37-2019-00024062-CU-OE-CTL; Jacobs v. Nortek Security & Control LLC – San Diego County Superior Court, Case No. 37-2019-0019735-CU-OE-CTL; Gonzalez v. Hub International Midwest – San Bernardino County Superior Court, Case No. CIVDS1900463; Cisneros v. Bluepearl California, Inc. – San Mateo Superior Court, Case No. 19-CIV-05707; Garcia v. Gallagher Basset Services – San Bernardino Superior Court, Case No. CIVDS2004140; Callow v. Adventist Health System/West – Placer County Superior Court, Case No. SCV0043607; Dominguez v. Kimco Facility Services, LLC – Los Angeles County Superior Court, Case No. 19STCV37592; Searles v. Robert Heath Trucking, Inc. – Los Angeles County Superior Court, Case No. 19STCY30808; Rangel v. Pioneer Hi-Bred international, Inc. – Yolo County Superior Court, Case No. CV-19-1797; Ivon v. Sinclair Television of California, Humboldt County Superior Court, Case No. DR190699; Williams v. Henkels & McCoy, Inc. – San Bernardino County Superior Court, Case No. CIVDS2003888; Cano v. Larry Green Chrysler Jeep Dodge, Inc. – Riverside County Superior Court, Case No. BLC1900184; Lopez v. Cepheid – Santa Clara County Superior Court, Case No. 19CV358827; Hernandez v. Quick Dispense, Inc. – Los Angeles County Superior Court, Case No. 19STCV29405; Lopez v. Lacoste USA, Inc. – San Bernardino County Superior Court, Case No. CIVDS1914626; Duhe v. Hospital Couriers Nevada, LLC – Contra Costa County Superior Court, Case No. MSC19-01377; Law v. Sequoia Equities, Incorporated – Contra Costa Superior Court, Case No. C19-01925; Dvorak v. Rockwell Collins, Inc. – San Diego County Superior Court, Case No. 37-2019-00064397-CU-OE-CTL; Noguera v. Metal Container Corporation – Riverside County Superior Court, Case No. RIC2003235; Leon v. Miller Event Management, Inc. – San Luis Obispo Superior Court, Case No. 19CV-0435; Leon v. Miller Event Management, Inc. – San Luis Obispo County Superior Court, Case No. 19CV-0435, Camacho-Bias v. Serve U Brands Inc. – Butte County Superior Court, Case No. 20CV00603; La Pietra v. Entertainment Partners Services, LLC – Los Angeles County Superior Court, Case No. 19STCV39529; Celis v. Theatre Box - San Diego, LLC – San Diego County Superior Court, Case No. ____; Ignacio v. Laboratory Corporation of America – U.S. District Court, California Central District, Case No. 2:19-cv-06079-AB-RAO; Kovnas v. Cahill Contractors LLC – Alameda County Superior Court, Case No. RG19037852; Hersh v. Mrs. Gooch's Natural Food – Los Angeles County Superior Court, Case No. 19STCV10444; Miller v. The Permanente Medical Group – Alameda County Superior Court, Case No. RG19045904; Vasquez v. Autoalert, LLC – Orange County Superior Court, Case No. 30-2019-01114549-CU-OE-CXC; Cavanaugh v. Morton Golf, LLC – Sacramento County Superior Court, Case No. 34-2019-00270176; Coley v. Monroe Operations, LLC – Alameda County Superior Court, Case No. RG20063188; Ramirez v. Sierra Aluminum Company – U.S. District Court, California Central District Court, Case No. 5:20-cv-00417-JGB-KK; Marrero v. Stat Med, P.C. – Alameda County Superior Court, Case No. HG19043214; Enriquez v. Solari Enterprises, Inc. – Los Angeles County Superior Court, Case No. 20STCV11129; Craig v.

Hometown Heart – San Francisco County Superior Court, Case No. CGC-20-582454; Lopez v. Hy0Lang Electric California, Inc. – San Diego County Superior Court, Case No. 37-2020-00012543-CU-OE-CTL; Heuklom v. Clara Medical Group, P.C. – San Francisco County Superior Court, Case No. CGC-20-585918; Dominguez v. Lifesafer of Northern California – Monterey County Superior Court, Case No. 20CV002586; Kiseleva v. Totalmed Staffing Inc. – U.S. District Court, California Northern District, Case No. 5:19-cv-06480; Vires v. Sweetgreen, Inc. – Santa Clara County Superior Court, Case No. 20CV365918; Kim v. Wireless Vision, LLC – San Bernardino County Superior Court, Case No. CIVDS2000074; Senoren v. Air Canada Corporation – Los Angeles County Superior Court, Case No. 20STCV13942; Clark v. Quest Diagnostics Incorporated – San Bernardino County Superior Court, Case No. CIVDS2018707; Green v. Shipt, Inc. – Los Angeles County Superior Court, Case No. 20STCV01001; Respass v. The Scion Group LLC – Sacramento County Superior County, Case No. 34-2020-00285265; Jackson v. Decathlon USA LLC – Alameda County Superior Court, Case No. RG2003024; Avacena v. FTG Aerospace Inc. – Los Angeles County Superior Court, Case No. 20STCV28767; Perez v. Butler America, LLC – Los Angeles County Superior Court, Case No. 20STCV20218; Christensen v. Carter’s Retail, Inc. – Orange County Superior Court, Case No. 30-2020-01138792-CU-OE-CXC; Astudillo v. Torrance Health Association, Inc. – Los Angeles County Superior Court, Case No. 20STCV18424; Hansen v. Holiday AI Management Sub LLC – Contra Costa County Superior Court, Case No. CIVMSC20-00779; Almahdi v. Vitamin Shoppe Industries Inc – Santa Clara County Superior Court, Case No. 20CV365150; Krisinda v. Loyal Source Government Services LLC – U.S. District Court, California Southern District, Case No. 3:20-cv-879-LAB-NLS; Ettedgui v. WB Studio Enterprises Inc – U.S. District Court, California Central District, Case No. 2:20-CV-08053-MCS (MAAx); Fernandez v. Nuvision Federal Credit Union – Orange County Superior Court, Case No. 30-2020-01161691-CU-OE-CJC; Aviles v. UPS Supply Chain Solutions, Inc. – Riverside County Superior Court, Case No. RIC2000727; Alcocer v. DSV Solutions, LLC – San Bernardino Superior Court, Case No. CIVDS2010345; Wilson v. Wholesome Harvest Baking, LLC – U.S. District Court, California Northern District, Case No. 4:20-cv-05186-YGR; Gregory v. Verio Healthcare, Inc. – Los Angeles County Superior Court, Case No. 20STCV37254; Rose v. Impact Group, LLC – Orange County Superior Court, Case No. 30-2020-01141107-CU-OE-CXC; Monasterio v. Citibank, N.A. – San Mateo County Superior Court, Case No. 20-CIV-03650; Martinez-Lopez v. Medamerica, Inc. – San Diego County Superior Court, Case No. 37-2020-00034393-CU-OE-CTL; Cox v. PRB Management, LLC – Solano County Superior Court, Case No. FCS055514; Nash v. K. Hovnanian Companies, LLC – Riverside County Superior Court, Case No. RIC2003319; Kyler v. Harbor Freight Tools USA, Inc. – San Diego County Superior Court, Case No. 37-2020-00015828-CU-OE-CTL; Roberts v. Solantic Corporation – Los Angeles County Superior Court, Case No. 20STCV41117; Price v. Mistras Group, Inc. – Los Angeles County Superior Court, Case No. 20STCV22485; Macias v. ABM Electrical & Lighting Solutions, Inc. – San Diego County Superior Court, Case No. 37-2020-00024997-CU-OE-CTL; Basu-Kesselman v. Garuda Labs, Inc. – San Francisco County Superior Court, Case No. CGC-20-585229; Armstrong v. Prometric LLC – Los Angeles County Superior Court, Case No. 20STCV29967; Ashlock v. Advantis Medical Staffing, LLC – San Diego County Superior Court, Case No. 37-2020-00022305-CU-OE-CTL; Wilson v. WXI Global Solutions, LLC – Los Angeles County Superior Court, Case No. 20STCV25007; Gandhale v. Select Rehabilitation, LLC – Monterey County Superior Court, Case No. 20CV002240; Starvoice v. G4S Secure Solutions (USA) Inc. – San Diego County Superior Court, Case No. 37-2020-00029421-CU-OE-CTL; Mbise v. Axlehire, Inc. – Alameda County Superior Court, Case No. RG20067350; Points v. C&J Services, Inc. – Kern County Superior Court, Case No. BCV-20-102483; Marshall v. PHI Air Medical, LLC – Lassen County Superior Court, Case No. 62973; Jauregui v. Cyctec Engineered Materials, Inc. – Orange County Superior Court, Case No. 30-2020-01164932-CU-OE-CXC

EXHIBIT #4

LAFFEY MATRIX

History

Case Law

Contact us

Home

			Years Out of Law School *				
Year	Adjustmt Factor**	Paralegal/ Law Clerk	1-3	4-7	8-10	11-19	20 +
6/01/23- 5/31/24	1.059295	\$239	\$437	\$538	\$777	\$878	\$1057
6/01/22- 5/31/23	1.085091	\$225	\$413	\$508	\$733	\$829	\$997
6/01/21- 5/31/22	1.006053	\$208	\$381	\$468	\$676	\$764	\$919
6/01/20- 5/31/21	1.015894	\$206	\$378	\$465	\$672	\$759	\$914
6/01/19- 5/31/20	1.0049	\$203	\$372	\$458	\$661	\$747	\$899
6/01/18- 5/31/19	1.0350	\$202	\$371	\$455	\$658	\$742	\$894
6/01/17- 5/31/18	1.0463	\$196	\$359	\$440	\$636	\$717	\$864
6/01/16- 5/31/17	1.0369	\$187	\$343	\$421	\$608	\$685	\$826
6/01/15- 5/31/16	1.0089	\$180	\$331	\$406	\$586	\$661	\$796
6/01/14- 5/31/15	1.0235	\$179	\$328	\$402	\$581	\$655	\$789
6/01/13- 5/31/14	1.0244	\$175	\$320	\$393	\$567	\$640	\$771
6/01/12- 5/31/13	1.0258	\$170	\$312	\$383	\$554	\$625	\$753
6/01/11- 5/31/12	1.0352	\$166	\$305	\$374	\$540	\$609	\$734
6/01/10- 5/31/11	1.0337	\$161	\$294	\$361	\$522	\$589	\$709
6/01/09- 5/31/10	1.0220	\$155	\$285	\$349	\$505	\$569	\$686
6/01/08- 5/31/09	1.0399	\$152	\$279	\$342	\$494	\$557	\$671
6/01/07-5/31/08	1.0516	\$146	\$268	\$329	\$475	\$536	\$645
6/01/06-5/31/07	1.0256	\$139	\$255	\$313	\$452	\$509	\$614
6/1/05-5/31/06	1.0427	\$136	\$249	\$305	\$441	\$497	\$598
6/1/04-5/31/05	1.0455	\$130	\$239	\$293	\$423	\$476	\$574
6/1/03-6/1/04	1.0507	\$124	\$228	\$280	\$405	\$456	\$549
6/1/02-5/31/03	1.0727	\$118	\$217	\$267	\$385	\$434	\$522
6/1/01-5/31/02	1.0407	\$110	\$203	\$249	\$359	\$404	\$487
6/1/00-5/31/01	1.0529	\$106	\$195	\$239	\$345	\$388	\$468
6/1/99-5/31/00	1.0491	\$101	\$185	\$227	\$328	\$369	\$444
6/1/98-5/31/99	1.0439	\$96	\$176	\$216	\$312	\$352	\$424
6/1/97-5/31/98	1.0419	\$92	\$169	\$207	\$299	\$337	\$406
6/1/96-5/31/97	1.0396	\$88	\$162	\$198	\$287	\$323	\$389
6/1/95-5/31/96	1.032	\$85	\$155	\$191	\$276	\$311	\$375

6/1/94-5/31/95	1.0237	\$82	\$151	\$185	\$267	\$301	\$363
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The methodology of calculation and benchmarking for this Updated Laffey Matrix has been approved in a number of cases. See, e.g., *DL v. District of Columbia*, 267 F.Supp.3d 55, 69 (D.D.C. 2017)

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

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

EXHIBIT #5

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

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**WRITERS E-MAIL:
Nick@bamlawca.com**

**WRITERS EXT:
1004**

January 3, 2023
CA 2842

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

Labor and Workforce Development Agency
Online Filing

Beshay Foods, Inc.
Certified Mail #70222410000247761847
COGENCY GLOBAL INC.
122 E. 42ND ST 18TH FL
NEW YORK, NY 10168

Re: Notice Of Violations Of California Labor Code Sections §§ 201, 202, 203, 204 et seq., 210, 218, 221, 226(a), 226.7, 227.3, 246 et seq., 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 1 1070(14) (Failure to Provide Seating), Violation of Applicable Industrial Welfare Commission Wage Order(s), and Pursuant To California Labor Code Section 2699.5.

Dear Sir/Madam:

“Aggrieved Employees” refers to all individuals who are or previously were employed by Beshay Foods, Inc. in California, including any employees staffed with Beshay Foods, Inc. by a third party, and classified as non-exempt employees during the time period of January 3, 2022 until a date as determined by the Court. Our offices represent Plaintiff Victor Barcenas (“Plaintiff”) and other Aggrieved Employees in a lawsuit against Beshay Foods, Inc. (“Defendant”). Plaintiff has been employed by Defendant in California since May of 2022 and at all times has been classified by Defendant as a non-exempt employee, paid on an hourly basis, and entitled to the legally required meal and rest periods and payment of minimum and overtime wages due for all time worked. Defendant, however, unlawfully failed to record and pay Plaintiff and other Aggrieved Employees for, including but not limited to, all of their time worked, including minimum and overtime wages and sick pay wages at the correct rate, for all of their missed meal and rest breaks at the correct regular rates, and for all of their time spent working off the clock. Moreover, when Defendant required Plaintiff and Aggrieved Employees to report for work, but “furnished less than half said employee’s usual or scheduled day’s work,” Defendant violated Cal. Code Regs., tit. 8 § 11040, subd. 5(A) by failing to pay Plaintiff and Aggrieved Employees for at least two (2) hours’ worth of work at their regular rate of pay. In addition, when Defendant required Plaintiff and Aggrieved Employees to respond to and engage in additional work, this resulted in a second reporting for work in a single workday, and Defendant failed to pay these employees reporting time pay as required by Cal. Code Regs., tit. 8, § 11040, subd. 5(B). Further, Defendant failed to advise Plaintiff and the other Aggrieved Employees of their right to take separately and hourly paid duty-free ten (10) minute rest periods.

See Vaquero v. Stoneledge Furniture, LLC, 9 Cal. App. 5th 98, 110 (2017). Additionally, pursuant to Labor Code § 204 *et seq.*, Defendant failed to timely provide Plaintiff and other Aggrieved Employees with their wages. Plaintiff further contends that Defendant failed to provide accurate wage statements to her, and other Aggrieved Employees, in violation of California Labor Code section 226(a). Specifically, PLAINTIFF and the AGGRIEVED EMPLOYEES were paid on an hourly basis. As such, the wage statements should reflect all applicable hourly rates during the pay period and the total hours worked, and the applicable pay period in which the wages were earned pursuant to California Labor Code Section 226(a). The wage statements Defendant provided to PLAINTIFF and the AGGRIEVED EMPLOYEES failed to identify such information. More specifically, the wage statements failed to identify the accurate total hours worked each pay period in violation of Cal. Lab. Code Section 226(a)(2). Additionally, Plaintiff contends that Defendant failed to comply with Industrial Wage Order 7(A)(3) in that Defendant failed to keep time records showing when Plaintiff began and ended each shift and meal period. Plaintiff and other Aggrieved Employees perform tasks that reasonably permit sitting, and a seat would not interfere with their performance of any of their tasks that may require them to stand. Defendant failed to provide Plaintiff and other Aggrieved Employees with suitable seats. Said conduct, in addition to the foregoing, as well as the conduct alleged in the incorporated Complaint, violates Labor Code §§ 201, 202, 203, 204 *et seq.*, 210, 218, 221, 226(a), 226.7, 227.3, 246, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 1 1070(14) (Failure to Provide Seating), Violation of the applicable Industrial Welfare Commission Wage Order(s), and is therefore actionable under California Labor Code section 2699.3.

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

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

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

Respectfully,

/s/ Nicholas J. De Blouw

Nicholas J. De Blouw, Esq.

From: noreply@salesforce.com on behalf of [LWDA DO NOT REPLY](#)
To: nick@bamlawca.com
Subject: Thank you for submission of your PAGA Case.
Date: Tuesday, January 3, 2023 10:09:02 AM

1/3/2023

LWDA Case No. LWDA-CM-927187-23
Law Firm : Blumenthal Nordrehaug Bhowmik De Blouw LLP
Plaintiff Name : Victor Barcenas
Employer: Beshay Foods, Inc.
Filing Fee : \$75.00
IFP Claimed : No

Item submitted: Initial PAGA Notice

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

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

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

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