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Attorneys for Plaintiffs Kadie Freeman, Francisco Garcia, and Monica Barbery, as proxies for the LWDA and the Aggrieved Employees

SUPERIOR COURT OF CALIFORNIA

COUNTY OF SAN MATEO

KADIE FREEMAN, as a proxy for the
LWDA; FRANCISCO GARCIA, as a proxy
for the LWDA; and MONICA BARBERY, as
a proxy for the LWDA,

Plaintiffs,

vs.

BON APPETIT MANAGEMENT
COMPANY, a California corporation;
COMPASS GROUP USA, INC., a Delaware
corporation; and DOES 1-100, inclusive,

Defendants.

Case No.: 23-CIV-01497

DECLARATION OF JENNY D. BAYSINGER
IN SUPPORT OF MOTION TO APPROVE
PAGA SETTLEMENT

Date: April 10, 2025
Time: 9:00 a.m.
Dept.: 7
Judge: Hon. Nina Shapirshteyn

1 I, Jenny D. Baysinger, declare:

2 1. I am an attorney duly licensed to practice before all the courts of this state and am a
3 shareholder with the law firm of Mayall Hurley P.C., attorneys of record for Plaintiffs Kadie
4 Freeman, Francisco Garcia, and Monica Barbery (collectively, “Plaintiffs”), in their respective
5 capacities as a proxies for the California Labor & Workforce Development Agency (the “LWDA”).

6 2. I have personal knowledge of the matters set forth herein and, if called upon to do
7 so, could and would competently testify thereto under oath. I submit this declaration in support of
8 approval of a negotiated resolution of PAGA claims, pursuant to California Labor Code section
9 2699(1)(2), and to provide information and explanation in support of the PAGA Settlement
10 Agreement (the “Settlement” or “SA”), a copy of which is attached hereto as **Exhibit 1**.

11 **PROCEDURAL HISTORY**

12 3. My office began representing Plaintiff Kadie Freeman (“Freeman”) with respect to
13 claims arising out of her former employment as a prep cook for Bon Appetit Management
14 Company assigned to a restaurant on its Google campus in Mountain View, California in March
15 2023.

16 4. On March 29, 2023, my office sent written notification to Bon Appetit Management
17 Company (“BAMCO”), Compass Group USA, Inc., and the California Labor and Workforce
18 Development Agency (the “LWDA”) alleging numerous violations of the Labor Code by
19 Defendants as to Freeman and Defendants’ other California employees. A true and correct copy of
20 the LWDA Notification Letter is attached hereto as **Exhibit 2**. On April 4, 2023, I filed a Class
21 Action Complaint on behalf of Freeman in San Mateo County Superior Court.

22 5. BAMCO is an independent company that provides “on-site” restaurant services to
23 corporations, universities and other specialty venues throughout California. Essentially, it staffs
24 and manages food services that are offered on third party sites, such as restaurants on Google
25 campuses, college campuses, sports arenas, etc. BAMCO handles the entirety of the food service

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1 process at these locations, including staffing, and is the employer of all workers (they are generally
2 not employed by the site owner/operator).

3 6. On May 22, 2023, Plaintiff Francisco Garcia (“Garcia”) submitted written
4 notification to BAMCO and the LWDA alleging numerous violations of the California Labor Code
5 allegedly committed against him and other California employees of BAMCO (the “Garcia LWDA
6 Letter”). Garcia worked for BAMCO as a non-exempt supervisor assigned to Palo Alto Networks
7 in Palo Alto, California. A true and correct copy of the notification letter sent by Garcia is attached
8 hereto as **Exhibit 3**.

9 7. After the statutory notice period outlined in the then operative version of Labor
10 Code section 2699.3 expired, and after being informed of the existence of an “Arbitration
11 Agreement for California Associates” (the “Arbitration Agreement”) executed by Freeman and
12 other putative class members, I amended the complaint filed in San Mateo County to eliminate all
13 claims asserted on a class-wide basis and assert a lone claim seeking to assess and collect civil
14 penalties pursuant to the PAGA on June 12, 2023.

15 8. On September 15, 2023, Garcia filed a Representative Action Complaint seeking to
16 assess and collect civil penalties in Santa Clara Superior Court Case No. 23CV422469 (the
17 “*Garcia Action*”).

18 9. In late September/early October 2023, my office became aware of the *Garcia*
19 Action and reached out to counsel in that matter to discuss the prospect of jointly prosecuting the
20 PAGA claims against BAMCO. My office and Blumenthal Nordrehaug Bhowmik De Blouw LLP
21 (“Co-Counsel”) (collectively, “PAGA Counsel”) agreed to work together and executed a joint
22 prosecution agreement to that effect on October 5, 2023.

23 10. On February 7, 2024, Garcia and Plaintiff Monica Barbary (“Barbary”) amended the
24 Garcia LWDA Letter to incorporate Barbary and additional allegations of Labor Code violations as
25 to her and other of BAMCO’s California employees (the “Amended Garcia/Barbary LWDA
26 ///.

Letter”). A true and correct copy of the Amended Garcia/Barbery LWDA Letter is attached hereto as **Exhibit 4**.

FORMAL DISCOVERY, EVALUATION OF EVIDENCE, AND MEDIATION

11. Both formal and informal discovery has been pursued in the sixteen (16) months these matters have been pending.

12. In August 2023, I propounded an initial set of formal written discovery consisting of Special Interrogatories and Requests for Production of Documents.

13. As the deadline for formal response to that discovery was approaching, in September 2023, the Parties began discussing mediation. Thereafter, the Parties mutually agreed to put a stay on formal discovery and exchange information/data/documents informally in advance of mediation instead.

14. The Parties scheduled mediation to proceed with Lisa Klerman on June 12, 2024.

15. In May 2024, in advance of the first mediation session, BAMCO provided extensive document and data production to Plaintiffs. The production consisted of nearly 42,000 pages of documents comprised of policy documents and the personnel files/wage statements relating to each of the named Plaintiffs. BAMCO also furnished substantial time punch and wage records for aggrieved employees in Excel format; this data consists of more the 13 million individual line items of data over the PAGA Period. In total, the raw time and wage data BAMCO furnished covered just under 50% (46%) of the records for all aggrieved employees over the PAGA Period.

16. Plaintiffs’ counsel retained a qualified data analysis expert to evaluate the data and conduct penalty exposure calculations in advance of mediation.

17. On June 24, 2024, the Parties participated in a full-day mediation with experienced class action and PAGA mediator Lisa Klerman, Esq. Unfortunately, the Parties were unable to reach a resolution during that session. The Parties agreed to participate in an additional ½ day mediation session with Ms. Klerman on July 26, 2024.

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1 18. The Parties were also unable to reach a resolution at the close of that additional
2 mediation session. At the close of the second mediation session, Ms. Klerman presented a
3 mediator’s proposal for both Parties to consider. The proposal was set to expire on August 9, 2024.
4 Ultimately, all Parties accepted Ms. Klerman’s mediator’s proposal to resolve the PAGA claims in
5 exchange for a total Gross PAGA Settlement Amount (“GSA”) of \$2,400,000.

6 19. The operative Second Amended Complaint to Assess and Collect Civil Penalties
7 (“SAC”) was filed on December 9, 2024. Through the SAC, Plaintiffs Garcia and Barbery were
8 added and named PAGA representatives and the factual allegations underscoring their claims were
9 incorporated in order to facilitate the Court’s review of the propriety of the proposed resolution.

10 **MATERIAL SETTLEMENT TERMS**

11 20. Through the SA, BAMCO agrees to remit a total of \$2,400,000 in full resolution of
12 claims for civil penalties that were pled or could have been pled arising out of the factual
13 allegations in the SAC and the LWDA Letters submitted by Plaintiffs. This amount represents
14 nearly 2% (1.733%) of the *maximum* exposure BAMCO could be assessed and is the equivalent of
15 \$6.00 per pay period and nearly \$200 per aggrieved employee. This is within the range of PAGA
16 recovery that has been judicially approved. *Connelly v. Starbucks Corp.* (E.D. Cal. 2023) 2023
17 WL 6387077 * 9 (approving PAGA settlement that recovered 2.2% of the maximum penalty
18 exposure). It is expected the Settlement will result in an actual net payment of nearly \$1,200,000
19 (\$1,119,375) to the LWDA and average net payment to aggrieved employees of just over \$30.00.

20 21. This is a fair and reasonable PAGA recovery considering the maximum penalty
21 exposure, the risks of the claims, potential limitations on stacking of PAGA penalties, and the
22 substantial discretion courts have in reducing penalties.

23 22. Plaintiff Freeman separately resolved individual claims arising under the California
24 Fair Employment & Housing Act for a separate confidential Individual Settlement Amount. The
25 Individual Settlement Amount was separately negotiated from the PAGA Settlement, is not in any
26 way contingent on approval of the PAGA Settlement, and has already been paid.

1 23. To protect the interests of Plaintiffs, the LWDA, and the Aggrieved Employees,
2 Plaintiffs negotiated an escalator clause that will proportionally increase the GSA in the event the
3 total number of Aggrieved Employees exceeds 12,050 by more than 10% or the total number of
4 pay periods worked by all Aggrieved Employees during the PAGA Period exceeds 400,000 by
5 more than 10%. SA ¶ 8.

6 **COUNSEL’S EVALUATION OF THE PROPRIETY OF THE SETTLEMENT**

7 24. It is my professional opinion that the settlement reached in this matter is fair,
8 reasonable, and just, and that the Court should approve the proposed resolution. The Settlement
9 serves the deterrent purposes of the PAGA in that it requires BAMCO to pay a cognizable amount
10 for the scope of violations asserted. See *Hamilton v. Juul Labs, Inc.* (N.D. Cal. 2021) 2021 WL
11 5331451 * 7 (outlining considerations when evaluating PAGA settlements). I evaluated a number
12 of litigation risks in determining the propriety of the Settlement, all of which should inform its
13 approval.

14 **Maximum Value of PAGA Claims and Litigation Risks**

15 25. The alleged Labor Code violations asserted by Plaintiffs are founded on 1) failures
16 to pay minimum wage based on off-the-clock work performed (because of donning and doffing,
17 among other things), 2) failures to properly calculate and pay overtime, redeemed sick leave, and
18 meal period premiums at the regular rate of pay (primarily because transportation and housing
19 allowances were not factored into the regular rate), 3) failures to provide meal and rest periods, 4)
20 failures to reimburse all employee expenses, 5) failures to pay wages on separation, and 6)
21 derivative wage statement deficiencies.

22 26. Based on our expert’s analysis, the maximum civil penalty exposure facing
23 BAMCO was calculated to be **\$138,459,600**. The maximum exposure amount was calculated as
24 outlined below.

25 27. Assuming a failure to pay minimum wage during each of the 396,000 pay periods
26 believed to be in the PAGA Period, and utilizing the default PAGA penalty provision of \$100/pay
27

1 period (Cal. Labor Code § 2699(f)(2)(A)), the minimum wage claims subject BAMCO to
2 imposition of up to \$39,600,000.

3 28. With respect to the regular rate claim, our expert calculated 28,050 pay periods
4 during which overtime was unpaid/underpaid in violation of Labor Code section 510. Utilizing the
5 civil penalties outlined in Labor Code section 558 (\$50 per pay period for initial violations), the
6 maximum exposure for overtime violations is \$1,402,500.

7 29. The meal period violation exposure was based on our expert's identification of
8 presumptive meal period violations within the records provided and then extrapolating that number
9 over the entire PAGA Period and Aggrieved Employees. That analysis calculated 73,089 pay
10 periods during which a meal period violation occurred and for which BAMCO is potentially
11 exposed to a civil penalty under Labor Code section 558—the maximum meal period civil penalty
12 exposure is thus \$3,654,250

13 30. For rest period violations, Plaintiffs assumed those violations occurred with the
14 same frequency as meal period violations. This exposes BAMCO to an additional \$3,654,500 in
15 civil penalties under Labor Code section 558.

16 31. There were/are a number of significant litigation risks that bear on evaluation of the
17 realistic civil penalty exposure BAMCO could ultimately face arising from Plaintiffs' allegations
18 and the relative reasonableness of the proposed settlement.

19 32. As a general proposition, establishing off-the-clock violations is challenging and
20 often requires evidence relating to individual aggrieved employees. *Koike v. Starbucks Corp.* (9th
21 Cir. 2010) n378 Fed.Appx. 659, 661. While courts may not strike PAGA allegations on
22 manageability grounds, they do have substantial discretion in managing litigation and could impose
23 limitations on the presentation of evidence that could adversely impact Plaintiffs' ability to
24 establish Labor Code violations predicated on off-the-clock claims.

25 33. With respect to Plaintiffs' regular rate claims, it is anticipated BAMCO would
26 challenge the claim that provision of transportation and housing allowances are includable in the
27

1 regular rate on the asserted basis that such amounts fall within an exception under 29 U.S.C.
2 section 207(e)(2). The payments do not appear to have been contingent on hours worked (i.e. they
3 were provided at steady amounts even when employees did not perform any work during the pay
4 period) and thus, arguably, fall within the 207(e)(2) exception. *Clarke v. AMN Svcs., LLC* (9th Cir.
5 2021) 987 F.3d 848, 857-858; *Carlino v. CHG Med, Staffing, Inc.* (E.D. Cal. 2020) 460 F.Supp.3d
6 959, 967. FLSA exceptions are construed “fairly”, as opposed to narrowly. *Encino Motorcars,*
7 *LLC v. Navarro* (2018) 584 U.S. 79, 88-89. If BAMCO were successful in demonstrating
8 207(e)(2) applies, this would eviscerate Plaintiffs’ regular rate claims entirely.

9 34. Plaintiffs’ meal break claims are founded on presumptive violations revealed
10 through Defendant’s records. However, it is reasonably likely BAMCO would be able to produce
11 evidence that *at least some* of those presumptive violations actually stemmed from employee
12 choice, or were otherwise not caused by anything BAMCO affirmatively did to interfere with
13 compliant meal breaks, and are thus not violations at all. *Brinker Rest. Corp. v. Sup. Ct.* (2012) 53
14 Cal.4th 1004, 1040-1041.

15 35. Plaintiffs’ rest period claims are more difficult to demonstrate as rest periods are not
16 recorded. In addition, BAMCO’s written policies are facially compliant with California law. As
17 such, proving rest period violations will require Plaintiffs to produce survey-type testimonial
18 evidence. In the context of BAMCO, which performs food service duties at various markedly
19 different physical locations/environments, there is an additional challenge because the particular
20 facts and circumstances of employment are likely to vary by location. For example, in some
21 locations uniforms are required and BAMCO’s policies prohibit employees from wearing uniforms
22 during breaks—this factual scenario is one that is likely to produce rest period violations (either
23 because employees are discouraged from taking them because the logistics of doffing a uniform
24 make it inconvenient for a 10 minute break or because the donning and doffing actually encroaches
25 into the rest period time). However, for employees who do not wear uniforms, rest periods are not
26 impacted by these circumstances and are more likely to be compliantly provided. There is a very
27

1 real risk that the extent of rest period violations assumed by Plaintiffs for valuation purposes will
2 be substantially less based on testimonial/survey evidence.

3 36. Plaintiffs' reimbursement claim is based on alleged unreimbursed cell phone and
4 uniform expenses. Throughout the PAGA Period, however, BAMCO did provide a phone stipend
5 to employees. The question is, thus, whether it was sufficient or not. Establishing liability on this
6 claim will require Plaintiffs to put forth affirmative evidence of the amount of the expense actually
7 incurred for cellular telephones and the amount of usage required in order to evaluate whether the
8 stipend provided was sufficient to "result in full reimbursement for actual expenses necessarily
9 incurred. . ." *Gattuso v. Harte-Hanks, Inc.* (2007) 42 Cal.4th 554, 570; *Hernandez v. Wal-Mart*
10 *Associates, Inc.* (C.D. Cal. 2024) 2024 WL4131833 * 3-4. Under the circumstances, it is likely
11 that the 100% violation rate Plaintiffs assumed when calculating exposure is overstated.

12 37. While the maximum penalty exposure calculation assumes stacking of PAGA
13 penalties is appropriate—that BAMCO could be exposed to a civil penalty for each separate theory
14 of a Labor Code violation—the propriety of stacking is uncertain. *Hamilton* 2021 WL 5331451 *
15 9. If penalties cannot be stacked (i.e. only one Labor Code section 558 penalty may be imposed),
16 the maximum exposure is reduced to \$134,402,850.

17 38. It is also well settled that courts have broad discretion to reduce civil penalties. Cal.
18 Labor Code § 2699(e)(2). This makes it reasonably likely any penalty exposure Plaintiffs were
19 able to prove would be substantially reduced. I am aware that courts often reduce civil penalty
20 exposure by as much as 90% or more following litigation. See *Carrington v. Starbucks Corp.*
21 (2018) 30 Cal.App.5th 504, 529 (reducing penalty exposure by 90% after trial); *Fleming v.*
22 *Covidien, Inc.* (C.D. Cal. 2011) 2011 WL 7563047 *2, 4 (reducing penalties imposed by 83%,
23 from \$2,800,000 to \$500,000 in wage statement violation case); *Aguirre v. Genesis Logistics* (C.D.
24 Cal. 2013) 2013 WL 10936035 *2-3 (reducing \$1,800,000 penalty to \$500,000 for failure to
25 identify "total hours worked" on wage statements).

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1 39. Considering the risks involved, the nature of the alleged Labor Code violations, and
2 the broad discretion of a court to reduce civil penalties imposed, the settlement calling for the
3 BAMCO to pay just under 2% of their maximum exposure serves the deterrent and punitive
4 purposes of the PAGA and is likely consistent with what BAMCO would reasonably be exposed to
5 following trial, after accounting for expected failures of proof and discretionary reduction of
6 penalties.

7 40. Since the settlement serves the deterrent and punitive purposes of the PAGA, it is
8 my strong opinion that it should be approved.

9 41. I provided notice of the Settlement terms to the LWDA on September 17, 2024. See
10 Email confirmation attached as **Exhibit 5**. To date, and although nearly six (6) months have
11 passed, the LWDA has not voiced any objection to or concern with the proposed SA. Upon filing
12 the instant approval motion, my office will also provide a copy of the moving papers to the LWDA
13 and advise it of the scheduled hearing date, time, and location.

14 **Similar Recently Approved PAGA Settlements**

15 42. In January 2022, the Santa Clara County Superior Court approved a PAGA
16 settlement with a gross settlement amount of \$3,000,000 in the matter of *Meza v. Bon Appetit*
17 *Management Co.*, Santa Clara County Superior Court Case No. 19CV354110. That case
18 implicated a similar number of allegedly aggrieved employees (11,050), similarly broad alleged
19 Labor Code violations, and provided for a markedly similar overall percentage recovery. In fact,
20 the settlement value in that case was 1.6% of the calculated maximum civil penalty exposure.
21 Here, the settlement represents 1.73% of the calculated maximum. This resolution should be
22 approved like the negotiated settlement in *Meza*.

23 **COUNSEL'S QUALIFICATIONS AND EXPERIENCE**

24 43. In May, 2004, I received a B.A. from California State University, Sacramento. In
25 May 2007, I received a J.D. from the University of the Pacific, McGeorge School of Law. In
26 November, 2007, I became a member of the State Bar of California. I have been an attorney with
27 Mayall Hurley P.C. since 2013 and a shareholder since March, 2019. Prior to my employment

1 with Mayall Hurley, I spent two (2) years as a Deputy District Attorney, and an additional three (3)
2 years as a litigation associate for the Sacramento law firm of Downey Brand, LLP. I have been
3 focusing my practice almost exclusively on plaintiff's employment litigation for the past twelve
4 (12) years.

5 44. My law firm, Mayall Hurley P.C., primarily through me (a shareholder) and Robert
6 Wassermann, along with co-counsel, has pursued this action aggressively, and many other similar
7 class and representative actions.

8 45. For instance, Mayall Hurley P.C. has recently been approved as class counsel in
9 *Kryzhanovskiy v. Amazon.com Services, Inc.*, Eastern District of California Case No. 2:21-cv-
10 01292; *Reed v. Imperfect Foods, Inc.*, San Francisco Superior Court Case No. CGC-20-588656;
11 *Owens v. Fidelity National Home Warranty Co.*, Contra Costa County Case No. MSC21-00731;
12 *Kabasele v. ULTA Salon, Cosmetics & Fragrance, Inc.*, Eastern District of California Case No.
13 2:21-cv-01639-WBS-CKD; *Carralez v. Satellite Healthcare, Inc.*, Eastern District of California
14 Case No. 2:22-cv-01613-KJM-DB; *Kalaveras v. NCR Corporation*, Contra Costa County Superior
15 Court Case No. C20-01186; *Smith v. DI Logistics, Inc., et al*, San Bernardino County Superior
16 Court Case No. CIVDS2011469; *Gonzalez v. Xtreme Manufacturing, LLC*, Eastern District of
17 California Case No. 2:20-cv-03734-PSG-AGR; *Markson, et al. v. CRST International, Inc., et al*,
18 Central District of California Case No. 5:17-cv-01261-SB; *Espinoza/Renteria v. Love's Country*
19 *Stores, Inc.*, San Bernardino County Superior Court Case No. CIVDS2016581; *Rodriguez v. Allen*
20 *Distribution, L.P.*, San Joaquin County Superior Court Case No. STK-CV-UOE-2020-000; *McGee*
21 *v. Brosnan Risk West Coast*, San Mateo County Superior Court Case No. 19-CV-04464; *Botti v.*
22 *SAFE Credit Union*, Sacramento County Superior Court Case No. 34-2019-00261736; *Mediodia v.*
23 *SoCal Jet Services, Inc.*, Los Angeles County Superior Court Case No. 18STCCV09751; *Flores v.*
24 *Dart Container Corp., et al*, Eastern District of California Case No. 2:19-cv-00083-WBS-EFB;
25 *Rodriguez v. J-M Manufacturing, Inc.*, San Joaquin County Superior Court Case No. STK-CV-
26 UOE-2019-6065; *Arata v. Cozad Trailer Sales, LLC*, San Joaquin County Superior Court Case No.
27 STK-CV-UOE-2020-1774; *Modica v. Iron Mountain Information Management Svcs., Inc.*, United

1 States District Court, Eastern District of California Case No. 2:19-cv-00370-TLN-JDP; *Magee v.*
2 *Thyssenkrupp Materials, N.A., et al.*, Alameda County Superior Court Case No. RG19027231;
3 *Basinger v. Il Palio Restaurant Group, Inc.*, San Diego County Superior Court Case No. 37-2018-
4 00004296-CU-OE-CTL; *Pacheco v. Bushfire Grill, Inc., et al*, United States District Court,
5 Southern District of California, Case No. 3:18-cv-01696-JAH-WVG; *Wise v. ULTA Salon,*
6 *Cosmetics & Fragrance, Inc.*, United States District Court, Eastern District of California, Case No.
7 1:17-cv-00853-DAD-EPG; *Fernando and Kalaveras v. Burroughs, Inc.*, Alameda County Superior
8 Court, Case No. RG18906875; *Mansur v. Owens-Brockway Glass Container, Inc.*, San Joaquin
9 County Superior Court, Case No. STK-CV-UOW-2018-14631; *Alderson v. Alameda County*
10 *Agricultural Fair Association*, Alameda County Superior Court, Case No. RG18912654; *Terry v.*
11 *Mare Island Dry Dock, LLC*, Solano County Superior Court, Case No. FCS051650; *Mettler,*
12 *Bender, and Rojas v. Les Schwab Tire Centers of California, Inc.*, San Joaquin County Superior
13 Court, Case No. STK-CV-UOE-2018-476; *Escalera v. La Tapatia Mexican Market, Inc.*, San
14 Joaquin County Superior Court, Case No., ST-CV-UOE-2017-5296; *Garcia, et al. v. HMS Host*
15 *USA, Inc.*, United States District Court, Northern District of California, Case No. 17-cv-03069-RS;
16 *Ali v. Sutter Valley Medical Foundation, Inc.*, Sacramento County Superior Court, Case No. 34-
17 2017-00217486; *Grady, et al. v. People 2.0 dba The Hire Source, et al.*, San Joaquin County Case
18 No. STK-CV-UOE-2017-13867; *Kumar v. Forty Niners Stadium Management Company*, Santa
19 Clara County Superior Court, Case No. 17CV3121427; *Gast v. Flooring Liquidators, Inc.*,
20 Stanislaus County Superior Court Case No. 2026223; *Escalera v. La Tapatia Mexican Market,*
21 *Inc.*, San Joaquin Superior Court Case No. STK-CV-UOE-2017-5299; *Mettler v. Les Schwab Tire*
22 *Centers of Cal., et al.*, San Joaquin County Superior Court Case No. STK-CV-UOE-2018-476; *Ali*
23 *v. Sutter Gould Medical Foundation, et al.*, Sacramento Superior Court Case No. 34-2017-
24 00217486; *Maasrani v. Waterton Hospitality Management, LLC*, San Mateo County Superior
25 Court Case No. 17CIV05470; *Titus v. The Martin-Brower, LLC*, United States District Court,
26 Eastern District of California, Case No. 2:17-cv-00558-JAM-GGH; *Ahmed v. Beverly Health and*
27 *Rehabilitation Services, Inc., et al.*, United States District Court, Eastern District of California,

1 Case No. 2:16-cv-01747-WBS-KJN; *Hugues v. The Morning Star Trucking Company, LLC, et al.*,
2 Yolo County Superior Court Case No. CV16-1215; *Guzman-Padilla, et al. v. Gerard Van De Pol,*
3 *et al.*, United States District Court, Eastern District of California, Case No. 2:17-cv-00196-JAM-
4 KJN; *Smith v. Wal-Mart Stores, Inc. et al.*, United States District Court, Northern District of
5 California, Case No. 3:16-cv-02832-JD (also involving solely wage statement claims); *Van Lith v.*
6 *iHeartmedia + Entertainment, Inc. et al.*, United States District Court, Eastern District of
7 California, Case No. 1-16-cv-00066-SKO; *Davis v. Balfour Beatty Infrastructure, Inc.*, Los
8 Angeles County Superior Court, Case No. BC592580; *Jaime v. Walt Disney Parks and Resorts*
9 *U.S., Inc.*, United States District Court, Central District of California, Case No. SACV 15-01618-
10 CJC(DFMx); *Moser v. O'Connor Woods Housing Corporation*, San Joaquin County Superior
11 Court, Case No. STK-CV-UOE-2014-0009861; *Bastami v. Semiconductor Components Industries,*
12 *LLC*, Santa Clara County Superior Court, Case No. 16cv297447; *Clark v. Arrow Sign Co.*, San
13 Joaquin County Superior Court, Case No. STK-CV-UOE-2016-6457, *Moreno v. B.R. Funsten &*
14 *Co.*, Solano County Superior Court Case No. FCS046149, *Taylor v. Meadowbrook Meat Company,*
15 *Inc.*, United States District Court, Norther District of California, Case No. 3:15-cv-00132-LB, and
16 *Perez et al. v. Abbate Family Farms Limited Partnership et al.*, San Joaquin County Superior
17 Court, Case No. 39-2012-00288653-CU-OE-STK, all wage-and-hour class actions with claims
18 similar to the instant matter and most with PAGA components as well.

19 46. Mayall Hurley, P.C and I have also represented plaintiffs in numerous
20 representative employment actions pursuant to the PAGA, in connection with settlements which
21 have been approved by multiple California and federal courts and are currently prosecuting dozens
22 more. In addition to this matter, I am currently working on at least twenty (20) filed class action
23 cases with PAGA allegations and eleven (11) pending non-class cases with PAGA representative
24 claims, most of which I have primary responsibility for. My office has substantial experience in
25 these types of cases and it is my strong opinion that the PAGA Settlement of \$2,400,000 serves the
26 punitive and deterrent purposes of the PAGA, is fair, adequate, and reasonable, and should be
27 approved.

The Attorneys' Fees Sought by Class Counsel are Reasonable and Should be Approved

47. Plaintiffs seek a total attorneys' fees award of one-third of the \$2,400,000 Gross Settlement Amount, or \$800,000, split equally between Mayall Hurley, P.C. and Blumenthal Nordrehaug Bhowmik De Blouw, LLP. Based upon my experience, as well as my review of fee awards in similar class and representative actions, the fee request is reasonable under the circumstances and is consistent with recent Federal and California court awards in similar wage and hour settlements.¹

48. Litigating large employment class and representative actions is neither appealing to, nor realistic for, many lawyers and law firms. The law is constantly changing and a single ruling or legislative change can devastate a case. See e.g., *Epic Systems Corp. v. Lewis*, 138 S.Ct. 1612 (2018); *Magadia v. Wal-Mart Associates, Inc.* (9th Cir. 2021) 999 F.3d 668; Assembly Bill No. 1506. Plaintiff's lawyers undertake the obligation to finance the litigation and bear significant risk in the event of an unsuccessful outcome, at trial or otherwise. This case was taken on a contingency basis with the possibility that Counsel would receive no compensation whatsoever for our efforts. The potential costs that must be advanced in wage and hour class and representative actions like this one are often substantial.

49. Representing employees in class and representative actions also requires specialized skill and the willingness to assume the aforementioned risks. As set forth below, this office has extensive experience in employment class and representative actions.

50. In standard, single-plaintiff wage-and-hour cases, Mayall Hurley, P.C. routinely charges a contingent fee at or above one-third of the gross recovery. Therefore, had we negotiated

¹ *In re Omnivision Tech., Inc.* (N.D. Cal. 2008) 559 F. Supp. 2d 1036, 1047); *Beaver v. Tarsadia Hotels* (S.D. Cal. 2017) (2017 WL 4310707 *9 (approving fee of 1/3 of the common fund in wage and hour class action); *Campbell v. Best Buy Stores, L.P.* (C.D. Cal. 2016) 2016 WL 6662719, at *10 (approving a fee of one-third of the common fund); *Millan v. Cascade Water Services* (E.D. Cal. 2016) 2016 WL 3077710, at *11-12) (approving an award of 33% of the common fund); *Taylor v. Shipper's Transport Express, Inc.* (C.D., Cal. 2015) 2015 WL 12658458, at *17 (holding that 33% was reasonable given the result, the risk, and counsel's time investment) *Barbosa v. Cargill Meat Solutions Corp.*, 297 F.R.D. 431, 449 (E.D. Cal. 2013) (awarding one-third of the settlement fund). The Ninth Circuit has also upheld awards of one-third of a common fund. See *In re Mego Fin. Corp. Sec. Litig.*, 213 F.3d 454, 460 (9th Cir. 2000) (affirming an award of one-third of total recovery); *In re Pacific Enters. Sec. Litig.*, 47 F.3d 373, 379 (9th Cir. 1995) (affirming an award of one-third of a \$12 million common fund).

1 individual retainer agreements with the Aggrieved Employees in this action and/or the LWDA, we
2 would have expected equal to or more than the attorneys' fees presently requested.

3 51. Throughout the litigation of this case, Counsel worked efficiently and diligently,
4 without compensation (or any promise of compensation), to achieve the Settlement reached. Work
5 performed on this matter necessarily required Mayall Hurley P.C. to forego other profitable work.

6 52. At all times during the pendency of this action, Mayall Hurley, P.C., has operated
7 under a computerized billing system. On all cases, including this case, attorneys and paralegals
8 entered their time worked on the case contemporaneously with the work done. Each billing entry is
9 identified by the initials of the timekeeper performing the work, the date the work was performed, a
10 description of the work performed, the time worked, the assigned hourly rate for the timekeeper, and
11 the total value of the work performed. Attached as **Exhibit 6** is the consolidated billing record of
12 Mayall Hurley, P.C. generated by the timekeepers working on this case. These records accurately
13 reflect the hours our attorneys have worked on this case, during which we sought to efficiently
14 manage, staff, assign, and divide the work between our respective attorneys and to avoid duplication
15 of effort. All of these hours worked were reasonably and necessarily expended on this litigation.

16 53. The hourly rates of individual attorneys vary depending upon his or her level of
17 experience, with more experienced attorneys billed at higher rates. The customary hourly rate my
18 office charges in plaintiff's employment class action cases ranges from \$473 (for an associate with 3
19 years' experience), to \$948/hr (for shareholders with 11+ years' experience litigating plaintiffs'
20 employment cases) to \$1141/hr (for a senior partner with over 40 years of experience), are
21 commensurate with the rates of practitioners with similar experience in plaintiffs' wage-and-hour
22 class actions within the California legal market, and have also been approved by numerous federal
23 and state courts across the state.²

24 _____
25 ² *Ali v. Sutter Gould Medical Foundation, Inc.*, Sacramento County Superior Court Case No. 34-2017-00217486, Order
26 Granting Final Approval of Class Action Settlement, May 30, 2019 (approving fee request at rates based upon the
27 Laffey Matrix and with multiplier of more than 1.5); *Pacheco v. Bushfire Grill, Inc.*, United States District Court,
Southern District of California Case No. 3:18-CV-01696-JAH-WVG, Order Granting Final Approval of Class Action
Settlement and Granting Motion for Attorneys' Fees. Costs and Service Payment (awarding 33 1/3% of common fund

54. To date, Mayall Hurley, P.C.'s attorneys worked 199.7 hours in prosecuting this case. The result is a lodestar of \$189,315.60. The lodestar is summarized in the chart below:

<u>Timekeeper</u>	<u>Experience</u>	<u>Rate/Hour</u>	<u>Hours</u>	<u>Total</u>
Jenny D. Baysinger (Shareholder)	2007	\$948	141.70	\$134,331.60
Robert Wasserman (Shareholder)	2008	\$948	58.00	\$54,984.00

Total:	199.70	\$189,315.60
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55. Mayall Hurley, P.C.'s hourly rates are reasonable and consistent with attorneys with comparable class action experience and qualifications, as well as consistent with rates approved in other class and representative action matters.³

based on similar rates); *Grady and Duran v. People 2.0 dba The Hire Source, et al.*, San Joaquin County Superior Court Case No. STK-CV-UOE-2017-13867, Order Granting Plaintiff's Motion for Final Approval of Class Action Settlement, May 29, 2019, (approving fee request at identical rates based upon the Laffey Matrix); *Kumar v. Forty Niners Stadium Management Company, LLC*, Santa Clara County Superior Court, Case No. 17CV3121427, Order Granting Final Approval of Class Action Settlement, Fees and Costs of Class Counsel, Service Payment to Class Representative, Settlement Administration Costs, and Entering Final Judgment, March 29, 2019 (approving fee request at nearly identical rates based upon the Laffey Matrix); *Smith v. Wal-Mart Stores, Inc.*, United States District Court, Northern District, Case No. 3:16-cv-02832-JD, Order of Final Approval of Class Action Settlement and Judgment, Dkt. No. 86 filed September 21, 2018 (approving fee request at nearly identical rates based upon the Laffey Matrix); *Ahmed v. Beverly Health and Rehabilitation Services, Inc., et al.*, United States District Court of California, Eastern District, Case No. 2:16-1747-WBS-KJN, Memorandum and Order RE: Motion for Final Approval of Class Action Settlement and Motion for Attorneys' Fees, Costs, and Class Representative Service Payment, Dkt. No. 49, April 25, 2018 (approving fee request of one-third of the common fund at nearly identical rates based upon the Laffey Matrix); *Hugues v. The Morning Star Trucking Company, LLC*, Yolo County Superior Court Case No. CV-1215, Order Granting Final Approval of Class Action Settlement, Attorneys' Fees, Costs, Service Payment and Final Judgment, August 3, 2017 (approving fee request at nearly identical rates based on the Laffey Matrix and awarding multiplier of 1.407); *Davis v. Balfour Beatty Infrastructure, Inc.*, Los Angeles County Superior Court, Case No. BV592580, Order Granting Final Approval of Class Action Settlement, Attorneys' Fees, Costs, Service Payment and Entering Final Judgment, August 7, 2017 (approving fee request of one-third at nearly identical rates based on the Laffey Matrix) and; *Jaime v. Walt Disney Parks and Resorts U.S., Inc.*, United States District Court, Central District of California, Case No. SACV 15-01618-CJC(DFMx), Order Granting Plaintiff's Motions for Final Approval of the Settlement Agreement and for Attorney Fees, Costs, and Service Payment, Docket No. 34, June 26, 2017 (approving fee request at nearly identical rates based on the Laffey Matrix and awarding a multiplier of 1.44).

³ *Pemberton v. Nationstar Mortgage, LLC*, 2020 WL 230014 *2 (S.D. Cal. 2020) (finding hourly rate of \$750 for class counsel to be reasonable).

56. The total fee requested by Mayall Hurley P.C. is \$400,000 (50% of the \$800,000 total attorneys' fees sought by Plaintiffs). Based on this lodestar, a reasonable multiplier of just over 2 (2.12) is necessary to reach the amount of fees Mayall Hurley is actually requesting. This is well below the "3-4 range [that] are common in lodestar awards for lengthy and complex class action litigation" (*Van Vranken v. Atlantic Richfield Co.*, 901 F.Supp. 294, 298 (C.D. Cal. 1995)) and also below the 1.9 to 5.1 typically approved (4 NEWBERG ON CLASS ACTIONS § 14.7). The fees requested are entirely reasonable.

57. Mayall Hurley P.C. will incur several thousand dollars of additional attorneys' fees in representing the interests of the LWDA and the Aggrieved Employees through approval and distribution in this matter. This will include, but not be limited to, fielding inquiries, attending the approval hearing, and overseeing administration of the Settlement.

58. The LWDA has been apprised of Counsel's fee request. As of the date of this declaration, the LWDA has not raised any objection to the Settlement, including to the attorneys' fees sought by Counsel.

The Litigation Costs Sought by Class Counsel are Reasonable and Should be Approved

59. To date, Mayall Hurley P.C. has incurred actual costs of \$13,251.89. These costs include filing fees, process server fees, court reporter fees, postage, travel expenses, computerized legal research charges, mediation fees, expert analysis fees, etc. All of these costs were necessarily incurred in the efficient but diligent prosecution of this action. (Exhibit 5 pg. 16). These entries were contemporaneously entered by staff members responsible for recording the same. Mayall Hurley P.C. has kept contemporaneous and accurate costs records, receipts and invoices, and will readily produce them to the Court, if ordered to do so.

I declare under penalty of perjury under the laws of the state of California that the foregoing is true and correct. Executed this 12th day of March, 2025 at Lodi, California.

By: JD-B

EXHIBIT 1

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement (“Agreement”) is made by and between plaintiffs Francisco Garcia, Kadie Freeman, and Monica Barbary (“Plaintiffs”) and defendant Bon Appétit Management Co. (“Defendant”). The Agreement refers to Plaintiffs and Defendant collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

- 1.1. “Action” collectively means the Plaintiffs’ PAGA lawsuits alleging wage and hour violations against Defendants captioned: (1) *Francisco Garcia vs. Bon Appétit Management Co.; Compass Group USA, Inc.*, (Case No. 23CV422469) PAGA Notice served on May 22, 2023, complaint filed on September 15, 2023, and pending in Superior Court of the State of California, County of Santa Clara; (2) *Kadie Freeman vs. Bon Appétit Management Company; and, Compass Group USA, Inc.*, (Case No. 23-CIV-01497), PAGA Notice served on March 29, 2023, complaint filed on September 15, 2023, operative first amended complaint filed on June 12, 2023 and pending in Superior Court of the State of California, County of San Mateo; and (3) any amended complaint which is to be filed in the *Freeman* matter in the County of San Mateo to encompass the *Garcia* and *Freeman* matters.
- 1.2. “Administrator” means Atticus Administration, LLC, the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross PAGA Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with approval of this Settlement.
- 1.4. “Aggrieved Employees” means all individuals who are or were previously employed by Defendant Bon Appétit Management Co in California and classified as a non-exempt at any time during the PAGA Period, but excluding those who performed work at Chase Center and/or Oracle Park.
- 1.5. “Aggrieved Employee Data” means Aggrieved Employee identifying information in Defendant’s possession including the Aggrieved Employee’s name, last-known mailing address, Social Security number, and number of PAGA Pay Periods.
- 1.6. “Aggrieved Employee Address Search” means the Administrator’s investigation and search for current Aggrieved Employee mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Aggrieved Employees.

- 1.7. “Approval Order” means the proposed Court Order Granting Approval of PAGA Settlement.
- 1.8. “Court” means the Superior Court of California, County of San Mateo.
- 1.9. “Defendant” means named defendant Bon Appétit Management Co.
- 1.10. “Defense Counsel” means Lonnie Giamela and Areen Babajanian of Fisher & Phillips, LLP.
- 1.11. “Effective Date” means the date on which the Court’s order approving the settlement and its entry of Judgment become Final, which shall mean the latest of the following as applicable: (i) if there is no appeal, the date that is 61 days after the Judgment; (ii) if there is an appeal of the Court’s judgment, the date the order and judgment approving the settlement are affirmed on appeal, the date of dismissal of such appeal, or the expiration of the time to file a petition for writ of certiorari to the California Supreme Court; or (iii) if a petition for writ of certiorari is filed, the date of denial of the petition for writ of certiorari, or the date the order and judgment approving the settlement are affirmed pursuant to such petition.
- 1.12. “Gross PAGA Settlement Amount” means the total sum of Two Million Four Hundred Thousand Dollars and Zero Cents (\$2,400,000.00) which is the maximum amount Defendant agrees to pay under the Settlement, except as provided in paragraph 8 below. The Gross PAGA Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, Service Awards and the Administrator Expenses.
- 1.13. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Payment calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period.
- 1.14. “Judgment” means the judgment entered by the Court based upon the Approval Order.
- 1.15. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.16. “LWDA PAGA Payment” means the 75% of the PAGA Payment paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.17. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. *et seq.*).
- 1.18. “PAGA Counsel” means Norman B. Blumenthal, Kyle R. Nordrehaug, Aparajit Bhowmik, Nicholas J. De Blouw, Jeffrey S. Herman, Sergio J. Puche, and Trevor G.

Moran of the law firm of Blumenthal Nordrehaug Bhowmik De Blouw LLP [“BNBD”], and Jenny D. Baysinger and Robert J. Wassermann of Mayall Hurley P.C. [“MH”], the collective attorneys representing the Plaintiffs in the Action.

- 1.19. “PAGA Counsel Fees Payment” and “PAGA Counsel Litigation Expenses Payment” mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.
- 1.20. “PAGA Notices” means Plaintiff Garcia’s May 22, 2023 letter to Defendant and the LWDA, Plaintiff Garcia’s February 7, 2024 amended letter to Defendant and the LWDA, and Plaintiff Freeman’s March 29, 2023 letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).
- 1.21. “PAGA Payment” means the Gross PAGA Settlement Amount, less the following payments in the amounts approved by the Court: PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, Service Awards, and Administration Expenses Payment, which after these deductions is the total amount of PAGA civil penalties to be paid from the Gross PAGA Settlement Amount, allocated 25% to the Aggrieved Employees and the 75% to LWDA in settlement of PAGA claims.
- 1.22. “PAGA Pay Period” means any pay period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.
- 1.23. “PAGA Period” means the period from August 28, 2022 through August 28, 2024.
- 1.24. “Plaintiffs” means Francisco Garcia, Kadie Freeman, and Monica Barbery, the named plaintiffs in the Action.
- 1.25. “Released PAGA Claims” means the claims being released by the Plaintiffs and PAGA Counsel and as described in Paragraph 5.2 below.
- 1.26. “Released Parties” means Defendant each of its former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successor, assigns, subsidiaries or affiliates, including, but not limited to, Defendant Compass Group USA, Inc.
- 1.27. “Service Award(s)” means the service payments made to the Plaintiffs in order to compensate for initiating the Action, performing work in support of the Action, undertaking the risk of liability for Defendant’s expenses, and for the general release of all claims by the Plaintiffs.
- 1.28. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.

2. RECITALS

- 2.1. On April 4, 2023, Plaintiff Freeman commenced the Action by filing a Class Action Complaint for Damages against Defendant. On June 12, 2023, Plaintiff Freeman filed a First Amended Complaint to Assess and Collect Civil Penalties against Defendant (the “Freeman Action”) alleging a single cause of action for recovery of civil penalties for Violation of the PAGA [Labor Code §§ 2698, *et seq.*].
- 2.2. On September 15, 2023, Plaintiff Garcia commenced the Action by filing a Representative Action Complaint against Defendant (the “Garcia Action”) alleging a single cause of action for recovery of civil penalties for Violation of the PAGA [Labor Code §§ 2698, *et seq.*].
- 2.3. As part of this Agreement, the Parties agree to stipulate to the filing of a First Amended Representative Action Complaint in the Freeman Action that adds Plaintiffs Garcia and Barbery as additional PAGA Representatives and all PAGA claims from the Garcia Action, after which the Garcia Action will be dismissed without prejudice. The First Amended Representative Action Complaint is the operative complaint in the Action (the “Operative Complaint.”).
- 2.4. Defendant denies the allegations in the Operative Complaint, the Freeman Action, the Garcia Action, and the PAGA Notices, denies any failure to comply with the laws identified in the Operative Complaint, the Freeman Action, the Garcia Action, and the PAGA Notices and denies any and all liability for the causes of action alleged.
- 2.5. Pursuant to Labor Code section 2699.3, subdivision (a), Plaintiffs gave timely written notice to Defendant and the LWDA by sending the PAGA Notices.
- 2.6. On June 12, 2024, the Parties participated in an all-day mediation presided over by Lisa Klerman, Esq. The Parties participated in an additional half day mediation on July 26, 2024, which ultimately led to this Agreement to settle the Action.
- 2.7. Prior to mediation, Plaintiffs obtained, through informal discovery, documents relating to Defendant’s policies, practices, and procedures regarding paying non-exempt employees for all hours worked, overtime, meal and rest period policies, payroll and operations policies, and more.

3. MONETARY TERMS.

- 3.1. Gross PAGA Settlement Amount. Except as provided in paragraph 8 below, Defendant promises to pay \$2,400,000 and no more as the Gross PAGA Settlement Amount. The Gross PAGA Settlement Amount includes the Individual PAGA Payments to the Aggrieved Employees, the Service Awards, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses

Payment, and the Administration Expenses Payment. Defendant has no obligation to pay the Gross PAGA Settlement Amount prior to the deadline stated in Paragraph 6.1 of this Agreement. The Administrator will disburse the entire Gross PAGA Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. The Gross PAGA Settlement Amount shall be all-in and none of the Gross PAGA Settlement Amount will revert to Defendant.

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

3.2.1 To PAGA Counsel: A PAGA Counsel Fees Payment of not more than one-third (1/3rd) of the Gross PAGA Settlement Amount which is currently estimated to be \$800,000 and PAGA Counsel Litigation Expenses Payment of not more than \$35,000. PAGA Counsel Fees Payment shall be allocated among PAGA Counsel as follows: 50% to BNBD and 50% to MH. Defendant will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the PAGA Payment. Released Parties shall have no liability to PAGA Counsel or any other Plaintiff's Counsel arising from any claim to any portion of the PAGA Counsel Fees Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.2 To the Administrator: An Administrator Expenses Payment not to exceed \$27,500 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than \$27,500, the Administrator will retain the remainder in the PAGA Payment.

3.2.3 To the LWDA and Aggrieved Employees: PAGA Payment in the amount of not less than \$1,492,500 to be paid from the Gross PAGA Settlement Amount, with 75% (no less than \$1,119,375) allocated to the LWDA PAGA Payment and 25% (no less than \$373,125) allocated to the Individual PAGA Payments. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Payment by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and

liability for any taxes owed on their Individual PAGA Payment. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

3.2.4 To Plaintiffs: Plaintiffs shall request from the Court Service Award payments in the amount of \$15,000.00 each, for a cumulative total of \$45,000, as recognition for Plaintiffs' efforts in securing this Settlement for the benefit of the Aggrieved Employees and the LWDA and in exchange for releasing the Plaintiffs' Released Claims against the Released Parties. This amount shall be paid exclusively from the Gross PAGA Settlement Amount. Defendant shall not oppose Plaintiffs' request for Service Awards in this amount. In the event the Service Awards are approved for less than \$15,000.00 each to the Plaintiffs, the unawarded difference will be added to the PAGA Payment and not to Plaintiffs, PAGA Counsel, or Defendant. This payment will be reported on IRS Form 1099 issued to the Plaintiffs by the Settlement Administrator. Notwithstanding any other term of this Settlement Agreement, any reduction by the Court of the Service Awards shall not be sufficient grounds to void the Settlement Agreement.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Aggrieved Employee Pay Periods. Based on a review of its records, Defendant estimates there are approximately 12,050 Aggrieved Employees who worked an approximate total of 400,000 PAGA Pay Periods from the beginning of the PAGA Period.

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

4.3. Funding of Gross PAGA Settlement Amount. Defendant shall fully fund the Gross PAGA Settlement Amount by transmitting the funds to the Administrator no later than fourteen (14) calendar days after the Effective Date.

4.4. Payments from the Gross PAGA Settlement Amount. Within fourteen (14) calendar

days after Defendant funds the Gross PAGA Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Service Awards, the PAGA Counsel Expenses Payment. Disbursement of the PAGA Counsel Litigation Expenses Payment shall not precede disbursement of Individual PAGA Payments.

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

4.4.2. The Administrator must conduct an Aggrieved Employee Address Search for all Aggrieved Employees whose checks are returned undelivered without USPS forwarding address. Within seven (7) days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Aggrieved Employee Address Search. The Administrator need not take further steps to deliver checks to Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Aggrieved Employee whose original check was lost or misplaced, requested by the Aggrieved Employee prior to the void date.

4.4.3. For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the Casa San Mateo in the name of the individual who failed to cash their check pursuant to the California Code of Civil Procedure section 384(b).

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

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

5.1. Plaintiffs' Releases. Each of the Plaintiffs and his/her respective former and present spouses, representatives, agents, attorneys (including PAGA Counsel), heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences that occurred during the PAGA Period, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained in the Operative Complaint and the

PAGA Notices (“Plaintiffs’ Released Claims”). Plaintiffs’ Releases do 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. Plaintiffs acknowledge that he/she may discover facts or law different from, or in addition to, the facts or law that each now knows or believes to be true but agrees, nonetheless, that Plaintiffs’ Released Claims shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiffs’ respective discovery of them.

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

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or Released Party.

5.2 Release by Aggrieved Employees:

Upon full funding of the Gross PAGA Settlement Amount, the State of California, and all Aggrieved Employees, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, will be deemed to release the Released Parties from all “Released PAGA 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 the PAGA Notices submitted by Plaintiffs to the LWDA, which occurred during the PAGA Period, including claims under California Labor Code Sections 201, 202, 203, 204, 210, 216, 218, 222, 225.5, 226, 226.3, 226.7, 227.3, 233, 234, 246, 246.5, 432, 510, 512, 516, 551, 552, 558, 558.1, 1174, 1182.12, 1193, 1193.6, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2802, 2804, and 2810.5. The Released PAGA Claims expressly excludes all other claims, including Plaintiffs’ individual claims, 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. In no event shall the release of the Released PAGA Claims in this Settlement Agreement release any individual claims of any individuals.

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

- 6.1 Responsibilities of PAGA Counsel. PAGA Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the application or motion for approval of this Settlement no later than sixty (60) days after the full execution of this Agreement and, if necessary, obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion. PAGA Counsel is responsible for delivering the Court's Approval to the Administrator.
- 6.2 Duty to Cooperate. If the Parties disagree on any aspect of the proposed application or motion for approval of this Settlement and/or the supporting declarations and documents, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant the motion for approval of this Settlement or conditions its approval on any material change to this Agreement, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION.

- 7.1. Selection of Administrator. The Parties have jointly selected Atticus Administration, LLC ("Atticus" of the "Administrator") to serve as the Administrator and verified that, as a condition of appointment, Atticus agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.
- 7.2. Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for the purposes of calculating payroll tax withholdings and providing reports to state and federal tax authorities.
- 7.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.
- 7.4. Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

8. AGGRIEVED EMPLOYEE SIZE ESTIMATES and ESCALATOR CLAUSE

Based on its records, Defendant estimates there are approximately 12,050 Aggrieved Employees who worked an approximate total of 400,000 PAGA Pay Periods during the PAGA Period. Defense Counsel (or other authorized representation for Defendant) will verify the number of PAGA Pay Periods during the PAGA Period prior to the filing of the motion for approval. If the number of PAGA Pay Periods represented prior to the filing of the motion for approval for the PAGA Period is incorrect by more than 10%, then the Gross PAGA Settlement Amount will be increased proportionately. For example, if the actual number of PAGA Pay Periods is 11% higher than 400,000 (i.e. 444,000), the Gross PAGA Settlement Amount will be increased by 1%. In the alternative, the Defendant may elect to shorten the release period to stay within the 10% cushion, cutting off the PAGA Period on the date where 440,000 pay periods are reached.

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

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

10. ADDITIONAL PROVISIONS.

10.1 No Admission of Liability or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaint or the PAGA Notices have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiffs, or any of them, that Defendant's defenses in the Action have merit. The Parties agree that representative treatment is for purposes of this Settlement only. Defendant expressly denies all liability for any wrongdoing alleged by Plaintiffs. If, for any reason the Court does not approve this Settlement, Defendant reserves all available defenses to the claims in the Action, and Plaintiffs reserve the right to contest Defendant's defenses. The Settlement, this Agreement and Parties' willingness to

settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

- 10.2 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.
- 10.3 Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiffs and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.
- 10.4 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of the mediator, Lisa Klerman, Esq., for resolution.
- 10.5 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 10.6 No Tax Advice. Neither Plaintiffs, PAGA Counsel, Defendant nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 10.7 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 10.8 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 10.9 Applicable Law. All terms and conditions of this Agreement and its exhibits will

be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.

- 10.10 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 10.11 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 10.12 Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.
- 10.13 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiffs:

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

Jenny D. Baysinger
jbaysinger@mayallaw.com
Robert J. Wassermann
rwassermann@mayallaw.com
Mayall Hurley P.C.
112 S. Church Street
Phone: (209) 477-3833
Facsimile: (209) 473-4818

To Defendant: Lonnie Giamela
lgiamela@fisherphillips.com
Areen Babajianian
ababajianian@fisherphillips.com
Fisher & Phillips, LLP
444 S. Flower Street, Suite 1500
Los Angeles, CA 90071
Phone: (213) 330-4500
Facsimile: (213) 440-4501

- 10.14 Execution in Counterparts. This Settlement Agreement is subject only to the execution of all Parties. However, this Agreement may be executed in one or more counterparts by facsimile, electronic signature, or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.
- 10.15 Court Filings. The Parties agree not to object to any Court filings consistent with this Agreement.
- 10.16 No Other Pending Claims. Plaintiffs each represent that he/she does not have any other pending claims, complaints, charges, or lawsuits of any kind whatsoever with any court, governmental agency, or other regulatory body with respect to any matter arising out of their employment with Defendant, or otherwise related to Defendant.
- 10.17 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process. In the event the settlement is not finally approved, or is terminated, cancelled or fails to become effective for any reason, the Parties shall revert back to their respective positions as of before entering into the settlement. The Parties shall cooperate in good faith to secure a court order staying the Action and all deadlines, pending implementation of the settlement. If the Court denies approval of the settlement, the Parties will resume litigation.

11. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

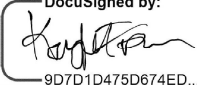
Dated: 11/12/2024

Francisco Garcia

Francisco Garcia (Nov 12, 2024 16:36 PST)

Plaintiff Francisco Garcia

Dated: 11/14/2024

DocuSigned by:

9D7D1D475D674ED...
Plaintiff Kadie Freeman

Dated: _____

Plaintiff Monica Barbery

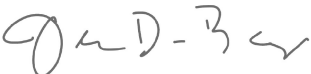
Dated: _____

For Defendant Bon Appétit Management Co.

Dated: _____

Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorney for Plaintiff

Dated: 11/14/2024


Jenny D. Baysinger
Mayall Hurley P.C.
Attorney for Plaintiff

Dated: _____

Lonnie Giamela
Fisher & Phillips, LLP
Attorneys for Defendant

Dated: _____

Plaintiff Kadie Freeman

Dated: 11/12/2024

Monica Barbery
Monica Barbery (Nov 12, 2024 20:17 PST)

Plaintiff Monica Barbery

Dated: _____

For Defendant Bon Appétit Management Co.

Dated: 11/14/24



Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorney for Plaintiff

Dated: _____

Jenny D. Baysinger
Mayall Hurley P.C.
Attorney for Plaintiff

Dated: _____

Lonnie Giamela
Fisher & Phillips, LLP
Attorneys for Defendant

Dated: _____

Plaintiff Kadie Freeman

Dated: _____

Plaintiff Monica Barbery

Dated: 11/27/24

Kathryn Gillette Collins
Kathryn G. Collins
For Defendant Bon Appétit Management Co.

Dated: _____

Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorney for Plaintiff

Dated: _____

Jenny D. Baysinger
Mayall Hurley P.C.
Attorney for Plaintiff

Dated: November 27, 2024

Lonnie Giamela
Lonnie Giamela
Fisher & Phillips, LLP
Attorneys for Defendant

EXHIBIT 2

LAW OFFICES OF

MAYALL HURLEY

A PROFESSIONAL CORPORATION

SOUTHERN CALIFORNIA OFFICE
.....
450 N. BRAND BLVD., SUITE 600
GLENDALE, CALIFORNIA 91206
(818) 646-6440

LODI OFFICE
.....

118 W. OAK STREET
LODI, CA 95240

STOCKTON OFFICE
.....

2453 GRAND CANAL BOULEVARD
STOCKTON, CALIFORNIA 95207

112 S. CHURCH STREET
LODI, CALIFORNIA 95240

TELEPHONE: (209) 477-3833

FACSIMILE: (209) 473-4818

WWW.MAYALLLAW.COM

VLADIMIR F. KOZINA
STEVEN A. MALCOUN
MARK E. BERRY
WILLIAM J. GORHAM, III
NICHOLAS F. SCARDIGLI
ROBERT J. WASSERMAN
JENNY D. BAYSINGER
JOHN P. BRISCOE
VLADIMIR J. KOZINA

March 29, 2023

SUBMITTED VIA ONLINE CLAIM NOTICE

<https://dir.tfaforms.net/295>

VIA CERTIFIED MAIL RETURN RECEIPT REQUESTED

Bon Appetit Management Co.
201 Redwood Shores Pkwy, Suite 100
Redwood Shores, CA 94065

Compass Group USA, Inc.
2400 Yorkmount Road
Charlotte, NC 28217

Re: Kadie Freeman

DOB: 08/08/1994; SSN: xxx-xx-2055; Personnel # 01144707

To whom it may concern:

This office has been retained by Kadie Freeman (“Freeman”) in connection with claims under the California Labor Code and California’s Fair Employment & Housing Act (“FEHA”) arising out of her employment for Bon Appetit Management Co. and/or Compass Group USA, Inc. (“Employers”). Freeman began working for Employers in approximately August 2017 as a front of the house employee specifically assigned to a restaurant location on a Google campus within Santa Clara County. Freeman was promoted to a prep cook in approximately August 2019 and remained in that position until she was unlawfully replaced in and around January 2023. At all times, Freeman was properly classified by Employers as a non-exempt employee and was therefore entitled to minimum wage for all hours worked, overtime wages, meal and rest periods (and associated premiums), and redeemed paid sick leave in accordance with California law. In accordance with California Labor Code section 2699.3, this letter shall serve as Freeman’s written notice to the Labor and Workforce Development Agency (“LWDA”) and Employers regarding numerous violations of the California Labor Code committed against Freeman and Employers’ other current and/or former California workers, and the facts and circumstances relating thereto.

Employers have, within the last year and beyond, as to Freeman and other current and former non-exempt employees within California, failed to do the following:

1. Pay Wages for All Hours Worked/Pay Minimum Wage for All Hours Worked – California Labor Code section 1197 and paragraph 4 of the applicable Industrial Welfare Commission Wage Order mandate that employees be paid at least minimum wage for all

hours worked. Despite such mandate, Employers routinely failed to pay Freeman for all of the time it knew or should have known that she performed worked. Instead, Employers often credited Freeman only for “scheduled” hours as opposed to actual work hours. In addition, although Freeman was physically at work for at least 1 hour on December 30, 2022 before she had to leave because of an unexpected medical condition. Despite clocking in that day (via a photographic system), Freeman was not compensated for any time worked on December 30, 2022. Freeman is informed and believes that Employers similarly fail to properly pay their other California non-exempt employees for all hours clocked in.

2. Pay Overtime Wages – California Labor Code section 510 requires employers to compensate employees at a rate at least 1 ½ times the regular rate of pay for all hours worked beyond eight (8) in a workday and forty (40) in a workweek, and at least twice the regular rate of pay for all hours worked beyond twelve (12) in a workday and beyond eight (8) on the seventh day of the workweek. Regular rate of pay includes “all remuneration” paid to or on behalf of any employee, unless subject to a specific exemption. 29 U.S.C. § 207(e).

Throughout her employment, Freeman and Employers’ other California non-exempt employees earned non-discretionary bonuses and other items of compensation not subject to the exemptions outlined in 29 U.S.C. section 207(e)(1)-(8). By way of specific example, Freeman was provided with compensation items identified as “Transpo AllowanceGoogle” and “Housing Allowance Google” during each and every pay period that she was assigned to a Google campus. This additional compensation was a component of her compensation package for that assignment and something she became contractually entitled to by virtue of her continued employment with Employers in the specified assignment. *Huntington Memorial Hospital v. Sup. Ct.* (2005) 131 Cal.App.4th 893, 904; *Carlino v. CHG Medical Staffing, Inc.* (E.D. Cal. 2022) 2022 WL 5249439 * 2. Although this amount was plainly an element of remuneration which Freeman was entitled to and paid “for employment”, it was not included in the regular rate of pay for purposes of calculating the rate to be paid to Freeman for overtime hours worked. Instead, Freeman was always compensated solely at the rate of 1 ½ times her base hourly rate for all overtime worked throughout her employment.

Because Employers failed to include all remuneration paid to Freeman in calculating the regular rate of pay, it underpaid her for overtime wages earned and unlawfully deprived her of those earnings. Freeman is informed and believes Employers provided non-discretionary bonuses and other remuneration, including but not limited to housing allowances and vehicle allowances to other California non-exempt employees as well. Freeman is further informed and believes Employers similarly failed to include such remuneration in the regular rate of pay for overtime purposes and thus underpaid other California non-exempt employees for overtime work performed.

3. Properly Calculate and Pay Redeemed Sick Leave Wages – California Labor Code sections 245, et seq. outline a California employer’s obligations with respect to providing, calculating, and paying employees for redeemed paid sick leave. Specifically, California Labor Code section 246, subdivision (l) requires that paid sick time “shall be calculated in the same manner as the **regular rate of pay** for the workweek in which the employee uses paid sick time”. See also *Flores v. Dart Container Corp.* (E.D. Cal. 2020) 2020 WL 2770073 * 3. Just as they do with the “regular rate” for overtime purposes, Employers failed to include all necessary remuneration when calculating the “regular rate” for purposes of redeemed paid sick leave. Instead, Freeman and other California non-exempt employees were compensated for redeemed sick leave only at his/her base hourly rate of pay. Such a violation may properly be redressed through a PAGA action for civil penalties. *Wood v. Kaiser Foundation Hospitals* (2023) 88 Cal.App.5th 742.

4. Furnish Accurate Itemized Wage Statements – Because of the violations set forth above, the wage statements furnished by Employers violated Labor Code section 226(a) insofar as they failed to accurately show:

- a. The gross wages earned as required by section 226(a)(1);
Since Employers did not compensate Freeman and their other California non-exempt employees for all hours worked, or properly calculate and pay for overtime wages and redeemed sick leave, the wage statements issued by Employers necessarily failed to accurately identify gross wages earned;
- b. The total hours worked as required by section 226(a)(2);
Since Employers did not compensate Freeman and their other California non-exempt employees for all hours worked, the wage statements necessarily identified inaccurate total hours worked
- c. The net wages earned in violation of section 226(a)(5); and
Because of the myriad failures to properly pay wages, including failing to pay for all hours worked and failing to properly calculate and pay overtime/redeemed sick leave, the wage statements furnished to Freeman and other employees necessarily failed to accurately identify net wages earned.
- d. All applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate in violation of section 226(a)(9).
Since Employers did not properly calculate the rate of overtime compensation, the wage statements did not accurately reflect the number of hours worked at each rate.

5. Timely Pay Wages – Because Employers failed to properly pay wages for all hours worked when they became due, as outlined in the preceding sections, they necessarily violated the provisions of Labor Code section 204.

6. Pay All Wages on Separation – Because Employers failed, and continue to fail, to properly pay their employees for all hours they know or should know have been worked, or to properly calculate and pay overtime wages and redeemed sick leave, there are necessarily wages that remained outstanding at the time Freeman (and other California employees) separated from employment with Employers that are not timely paid at the end of their employment.

Freeman contends Employers violated numerous Labor Code provisions, including sections 203, 204, 226, 510, and 1197. If the LWDA believes that it needs additional information to determine whether to investigate these claims, please contact me immediately to request such and I will provide to the extent it is available to me or my client.

If the LWDA does not intend to investigate these violations, Freeman intends to file a civil complaint against Employers pursuant to the Labor Code Private Attorney General Act of 2004 (Labor Code §§ 2698 – 2699.5), on behalf of herself and, as a proxy for the LWDA, to impose civil penalties arising out of violations of the Labor Code as to Freeman and Employers' other current and former California employees. Thank you for your attention to this matter.

Regards,

MAYALL HURLEY P.C.

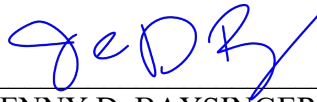
By 
JENNY D. BAYSINGER

EXHIBIT 3

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

2255 CALLE CLARA

LA JOLLA, CALIFORNIA 92037

Web Site: www.bamlawca.com

San Diego | San Francisco | Sacramento | Los Angeles | Riverside | Santa Clara | Orange | Chicago

Phone: (858) 551-1223

Fax: (858) 551-1232

WRITERS E-MAIL:

Nick@bamlawca.com

WRITERS EXT:

1004

May 22, 2023

CA2959

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

Labor and Workforce Development Agency
Online Filing

Bon Appetit Management Co.
Certified Mail #9589071052700182372619
CSC - Lawyers Incorporating Service
BECKY DEGEORGE
2710 GATEWAY OAKS DRIVE, Suite 150N
SACRAMENTO, CA 95833

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 Bon Appetit Management Co. and/or Compass Group USA, Inc. in California, including any employees staffed with Bon Appetit Management Co. and/or Compass Group USA, Inc. by a third party, and classified as non-exempt employees during the time period of May 22, 2022 until a date as determined by the Court. Our offices represent Plaintiff Francisco Garcia (“Plaintiff”) and other Aggrieved Employees in a lawsuit against Bon Appetit Management Co. and/or Compass Group USA, Inc. (“Defendant”). Plaintiff has been employed by Defendant in California since May of 2022. Plaintiff has been at all times 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 of concerns, please do not hesitate to contact me at the above number and address.

Respectfully,

/s/ Nicholas J. De Blouw

Nicholas J. De Blouw, Esq.

EXHIBIT 4

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

**2255 CALLE CLARA
LA JOLLA, CALIFORNIA 92037**

Web Site: www.bamlawca.com

San Diego | San Francisco | Sacramento | Los Angeles | Riverside | Santa Clara | Orange | Chicago

Phone: (858) 551-1223

Fax: (858) 551-1232

WRITERS E-MAIL:

Sergiojulian@bamlawca.com

WRITERS EXT:

1001

February 7, 2024
CA2959

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

Labor and Workforce Development Agency
Online Filing

Bon Appetit Management Co.
Certified Mail #9589071052701316528629
Lonnie Giamela, Esq.
Areen Babajanian, Esq.
FISHER & PHILLIPS, LLP
444 S. Flower Street, Suite 1500
Los Angeles, CA 90071

AMENDED NOTICE FOR LWDA CASE NO.: LWDA-CM-956640-23

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:

Our office represents Plaintiff Francisco Garcia (hereinafter “Plaintiff Garcia”), and other Aggrieved Employees in a lawsuit against Defendants Compass Group USA, Inc., and Bon Appetit Management, Co., collectively “Defendant”).

Plaintiff Garcia originally sent a PAGA Notice on May 22, 202, which gave notice to the LWDA, and Defendant Compass Group USA, Inc., and Bon Appetit Management, Co., to enable Plaintiff Garcia to proceed with the Complaint against Defendant as authorized by California Labor Code section 2699, *et. seq.*

This Amended Notice is intended to amend Plaintiff Garcia’s original PAGA Notice and to add additional Plaintiff Monica Barbary (hereinafter “Plaintiff Barbary”). Plaintiff’s Francisco Garcia and Monica Barbary shall collectively be referred to as “Plaintiffs”.

“Aggrieved Employees” refers to all individuals who are or previously were employed by Bon Appetit Management Co. and/or Compass Group USA, Inc. in California, including any employees staffed with Bon Appetit Management Co. and/or Compass Group USA, Inc. by a third party, and classified as non-exempt employees during the time period of May 22, 2022 until

a date as determined by the Court. Our offices represent Plaintiffs Francisco Garcia and Monica Barbary ("Plaintiffs") and other Aggrieved Employees in a lawsuit against Bon Appetit Management Co. and/or Compass Group USA, Inc. ("Defendants"). Plaintiff Garcia has been employed by Defendant in California since May of 2022. Plaintiff Garcia has been at all times 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. Plaintiff Barbary was employed by Defendant in California from June 20, 2022 through June 26, 2023. Plaintiff Barbary has been at all times classified by Defendant as a non-exempt employee, paid on an hourly basis, and entitled to all 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 Plaintiffs 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 Plaintiffs 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 Plaintiffs 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 Plaintiffs 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 Plaintiffs and other Aggrieved Employees with their wages. Plaintiffs 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, PLAINTIFFS 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 PLAINTIFFS 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, Plaintiffs contend that Defendant failed to comply with Industrial Wage Order 7(A)(3) in that Defendant failed to keep time records showing when Plaintiffs began and ended each shift and meal period. Plaintiffs 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 Plaintiffs 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 Plaintiffs 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 Plaintiffs, (iii) sets forth the people/entities, dates, classifications, violations, events, and actions which are at issue to the extent known to Plaintiffs, 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. Plaintiffs 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 Plaintiffs to proceed with the Complaint against Defendant as authorized by California Labor Code section 2699, *et seq.* The lawsuit consists of other Aggrieved Employees. As counsel, our intention is to vigorously prosecute the claims as alleged in the Complaint, and to procure civil penalties as provided by the Private Attorney General Statute of 2004 on behalf of Plaintiffs 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/ Sergio J. Puche

Sergio J. Puche, Esq.

EXHIBIT 5

Jenny Baysinger

From: DIR PAGA Unit <no-reply@formassembly.com>
Sent: Tuesday, September 17, 2024 11:43 AM
To: Jenny Baysinger
Subject: Thank you for your Proposed Settlement Submission

09/17/2024 11:43:03 AM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Proposed Settlement

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:

https://nam12.safelinks.protection.outlook.com/?url=http%3A%2F%2Flabor.ca.gov%2FPrivate_Attorneys_General_Act.htm&data=05%7C02%7Cjbaysinger%40mayallaw.com%7C2512a525edda4896b6f908dcd74899b1%7C05d52ced3a0f41ca99a7a9f9e83f079b%7C0%7C0%7C638621954035079246%7CUnknown%7CTWFPbGZsb3d8eyJWljoIMC4wLjAwMDAiLCJQIjoiV2luMzliLCJBTil6Ik1haWwiLCJXVCi6Mn0%3D%7C0%7C%7C%7C&sdata=E%2FCWWX4amf0KGtztEZwHUwaQzng7ote262FF39moOW8%3D&reserved=0

EXHIBIT 6

LAW OFFICES
MAYALL HURLEY

A PROFESSIONAL CORPORATION

Voice (209) 477-3833
Facsimile (209) 473-4818

2453 GRAND CANAL BOULEVARD
SECOND FLOOR
STOCKTON, CALIFORNIA 95207-8253

Tax ID No. 94-2190545

March 10, 2025

Invoice Number 0

KADIE FREEMAN (CLASS ACTION)
1507 AGNEW ROAD, APT# 216
SANTA CLARA, CA 95054

In the matter of: FREEMAN V. BON APETIT MANAGEMENT CO., ET AL.
-CONTINGENCY

Our file number: DEN 20505

For Professional Services Rendered

JDE	03/21/2023	0.80	0.80	948.00	758.40
03/21/2023	JDE	Telephone conference with client to discuss background facts, identify potential claims, and identify relevant documents.			0.80 \$758.40
JDE	03/23/2023	0.50	0.50	948.00	474.00
03/23/2023	JDE	Communicate with client regarding documents and status of employment.			0.50 \$474.00
JDE	03/27/2023	2.30	2.30	948.00	2,180.40
03/27/2023	JDE	Review and evaluate client docs. Research whether housing allowance must be included in regular rate.			2.30 \$2,180.40
JDE	03/27/2023	1.30	1.30	948.00	1,232.40
03/27/2023	JDE	Telephone conference with client regarding representation (0.3). Research other class action/PAGA cases and status (0.6). Prepare LSA and NOR and draft records request (0.4).			1.30 \$1,232.40
JDE	03/28/2023	0.80	0.80	948.00	758.40
03/28/2023	JDE	Telephone conference with client regarding potential representation and scope of claims, including PAGA/class claims.			0.80 \$758.40
JDE	03/29/2023	1.50	1.50	948.00	1,422.00
03/29/2023	JDE	Prepare LWDA notification letter and request for records.			1.50 \$1,422.00
JDE	04/04/2023	4.50	4.50	948.00	4,266.00
04/04/2023	JDE	Prepare draft class action complaint with exhibits.			4.50 \$4,266.00
JDE	04/06/2023	0.30	0.30	948.00	284.40
04/06/2023	JDE	Communicate with client to advise regarding ongoing discussion with Bon Appetit for relocation.			0.30 \$284.40
JDE	04/11/2023	0.30	0.30	948.00	284.40
04/11/2023	JDE	Communicate with client regarding current status and review additional wage statements provided.			0.30 \$284.40
RJW	04/13/2023	0.50	0.50	948.00	474.00
04/13/2023	RJW	Reviewed letter from OPC re stipulating to arb. Reviewed arb agreement. Conference with Baysinger re same.			0.50 \$474.00

JDE	04/14/2023	0.60	0.60	948.00	568.80
04/14/2023	JDE	Review and evaluate meet and confer letter regarding arbitration/other actions.		0.60	\$568.80
JDE	04/20/2023	0.40	0.40	948.00	379.20
04/20/2023	JDE	Review correspondence from client to employer with resignation and communicate with client.		0.40	\$379.20
RJW	04/25/2023	0.20	0.20	948.00	189.60
04/25/2023	RJW	Emails with OPC re status. Conference with Baysinger re strategy.		0.20	\$189.60
JDE	04/25/2023	0.20	0.20	948.00	189.60
04/25/2023	JDE	Emails with OPC re status. Conference with RJW re strategy.		0.20	\$189.60
RJW	04/27/2023	0.20	0.20	948.00	189.60
04/27/2023	RJW	Emails with OPC re arb / pleadings. Conference with Baysinger.		0.20	\$189.60
JDE	04/27/2023	0.50	0.50	948.00	474.00
04/27/2023	JDE	Telephone conference with client regarding status and strategy.		0.50	\$474.00
JDE	04/27/2023	0.20	0.20	948.00	189.60
04/27/2023	JDE	Emails with OPC re arbitration and pleading amendments. Conference with RJW.		0.20	\$189.60
RJW	05/03/2023	0.20	0.20	948.00	189.60
05/03/2023	RJW	Emails with OPC re status / pre-lit docs		0.20	\$189.60
JDE	05/03/2023	0.30	0.30	948.00	284.40
05/03/2023	JDE	Communicate with Areen Babajanian regarding outstanding records and statutory penalty exposure for failure to respond. Review statutory language.		0.30	\$284.40
JDE	05/03/2023	0.30	0.30	948.00	284.40
05/03/2023	JDE	Draft correspondence to client regarding review of records, potential claims, and resolution strategy.		0.30	\$284.40
RJW	05/08/2023	1.00	1.00	948.00	948.00
05/08/2023	RJW	Reviewing personnel file and time/payroll records. Conference with Baysinger re same.		1.00	\$948.00
JDE	05/08/2023	1.50	1.50	948.00	1,422.00
05/08/2023	JDE	Review and evaluate records.		1.50	\$1,422.00
JDE	05/09/2023	1.50	1.50	948.00	1,422.00
05/09/2023	JDE	Compare time and wage records in attempt to determine how timekeeping is working and if Plaintiff is being properly paid.		1.50	\$1,422.00
RJW	05/10/2023	0.20	0.20	948.00	189.60
05/10/2023	RJW	Reviewed letter from OPC re representation		0.20	\$189.60
JDE	05/10/2023	0.50	0.50	948.00	474.00
05/10/2023	JDE	Telephone conference with client re status and strategy.		0.50	\$474.00
JDE	05/11/2023	0.20	0.20	948.00	189.60
05/11/2023	JDE	Receipt and review of notice of rep letter from OPC.		0.20	\$189.60
JDE	05/15/2023	0.50	0.50	948.00	474.00
05/15/2023	JDE	Review correspondence between client and D regarding status of final wages and telephone conference with client.		0.50	\$474.00
JDE	05/16/2023	0.60	0.60	948.00	568.80
05/16/2023	JDE	Provide records from defendant to client for review and discuss with her.		0.60	\$568.80

JDE	05/23/2023		0.30	0.30	948.00	284.40
05/23/2023	JDE	Draft communication to OPC regarding strategy and intention to file FAC and individual arbitration for FEHA claims. Confer with RJW.		0.30		\$284.40
JDE	05/26/2023		0.30	0.30	948.00	284.40
05/26/2023	JDE	Telephone conference with client re status and strategy		0.30		\$284.40
RJW	06/12/2023		0.20	0.20	948.00	189.60
06/12/2023	RJW	Emails with OPC re FAC, PAGA claims, arbitration, status.		0.20		\$189.60
JDE	06/12/2023		0.40	0.40	948.00	379.20
06/12/2023	JDE	Telephone conference with client to discuss status.		0.40		\$379.20
JDE	06/12/2023		4.20	4.20	948.00	3,981.60
06/12/2023	JDE	Prepare FAC to eliminate class claims and add PAGA-only		4.20		\$3,981.60
JDE	06/12/2023		0.20	0.20	948.00	189.60
06/12/2023	JDE	Communicate with OPC regarding service of FAC and demand for arb. Prepare N&As for both.		0.20		\$189.60
JDE	06/29/2023		0.80	0.80	948.00	758.40
06/29/2023	JDE	Research authority regarding arbitration agreements that expressly exclude/preclude arbitration of representative claims.		0.80		\$758.40
RJW	07/06/2023		0.20	0.20	948.00	189.60
07/06/2023	RJW	Emails with OPC FAC / service		0.20		\$189.60
JDE	07/07/2023		1.20	1.20	948.00	1,137.60
07/07/2023	JDE	Prepare initial draft of joint CMC statement for PAGA case and confer with OPC regarding same.		1.20		\$1,137.60
JDE	07/10/2023		0.60	0.60	948.00	568.80
07/10/2023	JDE	Meet and confer call regarding CMC (0.2). Research other cases and reach out to first-filed counsel (0.4)		0.60		\$568.80
RJW	07/17/2023		0.25	0.25	948.00	237.00
07/17/2023	RJW	Reviewed notice of related case. Emails with OPC re service list.		0.25		\$237.00
JDE	07/17/2023		0.20	0.20	948.00	189.60
07/17/2023	JDE	Receipt and review of notice of related case.		0.20		\$189.60
RJW	07/18/2023		0.50	0.50	948.00	474.00
07/18/2023	RJW	Conference with attorneys on other case re facts / claims / co-counseling options. Conference with Baysinger re strategy.		0.50		\$474.00
JDE	07/18/2023		0.40	0.40	948.00	379.20
07/18/2023	JDE	Call with Emi Minne regarding overlapping claims.		0.40		\$379.20
JDE	07/21/2023		0.20	0.20	948.00	189.60
07/21/2023	JDE	Appear for initial CMC via Zoom		0.20		\$189.60
RJW	07/25/2023		0.20	0.20	948.00	189.60
07/25/2023	RJW	Emails with attorneys for other case re status.		0.20		\$189.60
JDE	07/25/2023		0.20	0.20	948.00	189.60
07/25/2023	JDE	Correspond with counsel in other case re status (Emi Minne).		0.20		\$189.60
RJW	07/31/2023		0.25	0.25	948.00	237.00
07/31/2023	RJW	Emails from OPC re order relating cases		0.25		\$237.00
JDE	07/31/2023		0.25	0.25	948.00	237.00
07/31/2023	JDE	Review order relating cases and correspond with OPC regarding same.		0.25		\$237.00

JDE	08/02/2023	0.50	0.50	948.00	474.00
08/02/2023	JDE	Appear for CMC with related case.		0.50	\$474.00
JDE	08/02/2023	0.40	0.40	948.00	379.20
08/02/2023	JDE	Communicate with client regarding status and strategy.		0.40	\$379.20
JDE	08/02/2023	0.20	0.20	948.00	189.60
08/02/2023	JDE	Telephone conference with Emi Minne.		0.20	\$189.60
JDE	08/03/2023	6.50	6.50	948.00	6,162.00
08/03/2023	JDE	Prepare initial discovery (SI, RFP) in PAGA case.		6.50	\$6,162.00
RJW	08/17/2023	1.00	1.00	948.00	948.00
08/17/2023	RJW	Reviewed answer.		1.00	\$948.00
JDE	08/17/2023	0.50	0.50	948.00	474.00
08/17/2023	JDE	Receipt and review of answer. Confer with RJW.		0.50	\$474.00
RJW	08/28/2023	0.20	0.20	948.00	189.60
08/28/2023	RJW	Emails with OPC and mediator re potential dates.		0.20	\$189.60
JDE	08/28/2023	0.20	0.20	948.00	189.60
08/28/2023	JDE	Communicate with OPC re potential mediators and scheduling.		0.20	\$189.60
RJW	09/02/2023	0.20	0.20	948.00	189.60
09/02/2023	RJW	Emails with mediator's office re availability		0.20	\$189.60
JDE	09/02/2023	0.20	0.20	948.00	189.60
09/02/2023	JDE	Communicate with mediator's office regarding availability.		0.20	\$189.60
RJW	09/06/2023	0.20	0.20	948.00	189.60
09/06/2023	RJW	Emails with Mediator's office re availability		0.20	\$189.60
JDE	09/06/2023	0.20	0.20	948.00	189.60
09/06/2023	JDE	Further communications with mediator's office regarding scheduling.		0.20	\$189.60
RJW	09/08/2023	0.20	0.20	948.00	189.60
09/08/2023	RJW	Emails re mediation.		0.20	\$189.60
RJW	09/22/2023	0.10	0.10	948.00	94.80
09/22/2023	RJW	Emails re conf call		0.10	\$94.80
RJW	09/28/2023	0.20	0.20	948.00	189.60
09/28/2023	RJW	Emails with attorneys in other plaintiffs case		0.20	\$189.60
RJW	09/29/2023	0.25	0.25	948.00	237.00
09/29/2023	RJW	REviewed CMO from OPC		0.25	\$237.00
RJW	09/29/2023	0.50	0.50	948.00	474.00
09/29/2023	RJW	Prepared for / participated in conference call with attorneys in Fischer re co-counseling cases. Reviewed proposed JPA. Reviewed / approved proposed changes to JPA. Updated JPA as necessary. Emails re same.		0.50	\$474.00
JDE	09/29/2023	0.80	0.80	948.00	758.40
09/29/2023	JDE	Phone conference with counsel in later-filed Garcia matter, review proposed JPA, and discuss JPA issues with client regarding PAGA claims.		0.80	\$758.40
RJW	10/02/2023	0.20	0.20	948.00	189.60
10/02/2023	RJW	Correspondence from Judge re assignment		0.20	\$189.60

JDE	10/03/2023	0.80	0.80	948.00	758.40
10/03/2023	JDE	Communicate with client regarding leave issues and payments from EDD and defendant.		0.80	\$758.40
JDE	10/04/2023	0.30	0.30	948.00	284.40
10/04/2023	JDE	Communicate with OPC regarding mediation scheduling and JPA.		0.30	\$284.40
JDE	10/05/2023	0.30	0.30	948.00	284.40
10/05/2023	JDE	Appear for CMC via Zoom		0.30	\$284.40
JDE	10/09/2023	0.40	0.40	948.00	379.20
10/09/2023	JDE	Communicate with client regarding JPA with NBBD and finalize agreement.		0.40	\$379.20
JDE	10/12/2023	0.20	0.20	948.00	189.60
10/12/2023	JDE	Communicate with OPC regarding status of scheduling mediation.		0.20	\$189.60
JDE	10/17/2023	0.20	0.20	948.00	189.60
10/17/2023	JDE	Communicate with OPC regarding mediation issues.		0.20	\$189.60
RJW	10/18/2023	0.20	0.20	948.00	189.60
10/18/2023	RJW	Emails re status conference / date change		0.20	\$189.60
JDE	10/19/2023	0.30	0.30	948.00	284.40
10/19/2023	JDE	Multiple communications with OPC re: mediation scheduling and discovery issues.		0.30	\$284.40
RJW	10/20/2023	0.20	0.20	948.00	189.60
10/20/2023	RJW	Emails re scheduling		0.20	\$189.60
RJW	10/26/2023	0.20	0.20	948.00	189.60
10/26/2023	RJW	Emails with OPC re mediation		0.20	\$189.60
RJW	10/30/2023	0.25	0.25	948.00	237.00
10/30/2023	RJW	Emails with OPC re status / mediation		0.25	\$237.00
RJW	10/30/2023	0.20	0.20	948.00	189.60
10/30/2023	RJW	Emails with co-counsel re status		0.20	\$189.60
JDE	10/30/2023	0.30	0.30	948.00	284.40
10/30/2023	JDE	Multiple communications with Babajanian re mediation scheduling and status of formal discovery.		0.30	\$284.40
RJW	11/06/2023	0.25	0.25	948.00	237.00
11/06/2023	RJW	Emails with OPC re mediation, discovery, status.		0.25	\$237.00
JDE	11/06/2023	0.30	0.30	948.00	284.40
11/06/2023	JDE	Further communication with OPC regarding mediation. Provide updated availability list again.		0.30	\$284.40
RJW	11/08/2023	0.25	0.25	948.00	237.00
11/08/2023	RJW	Emails with OPC re mediation / mediators / scheduling / discovery EOT		0.25	\$237.00
JDE	11/08/2023	0.30	0.30	948.00	284.40
11/08/2023	JDE	Reach out to Lisa Klerman's office and identify available mediation dates to provide to OPC.		0.30	\$284.40
RJW	11/09/2023	0.20	0.20	948.00	189.60
11/09/2023	RJW	Emails with OPC re mediation		0.20	\$189.60
RJW	11/10/2023	0.25	0.25	948.00	237.00
11/10/2023	RJW	Emails with OPC re EOT and mediation		0.25	\$237.00

JDE	11/10/2023	0.25	0.25	948.00	237.00
11/10/2023	JDE	Communicate with OPC re: discovery extension and mediation scheduling.		0.25	\$237.00
RJW	11/14/2023	0.25	0.25	948.00	237.00
11/14/2023	RJW	Emails with OPC re mediation. Conference with Baysinger re strategy.		0.25	\$237.00
JDE	11/14/2023	0.25	0.25	948.00	237.00
11/14/2023	JDE	Communicate with OPC regarding mediation and confer with RJW re: strategy.		0.25	\$237.00
RJW	11/15/2023	0.25	0.25	948.00	237.00
11/15/2023	RJW	Emails with OPC re mediation		0.25	\$237.00
JDE	11/15/2023	0.20	0.20	948.00	189.60
11/15/2023	JDE	Communicate with OPC re mediation and scheduling.		0.20	\$189.60
RJW	11/16/2023	0.25	0.25	948.00	237.00
11/16/2023	RJW	Emails with OPC and co-counsel re mediation / discovery stay		0.25	\$237.00
JDE	11/16/2023	0.25	0.25	948.00	237.00
11/16/2023	JDE	Communicate with OPC and co-counsel regarding mediation, formal discovery stay and informal pre-mediation exchange.		0.25	\$237.00
RJW	12/15/2023	0.20	0.20	948.00	189.60
12/15/2023	RJW	Notice of Related case		0.20	\$189.60
JDE	12/15/2023	0.20	0.20	948.00	189.60
12/15/2023	JDE	Review notice of related case.		0.20	\$189.60
JDE	12/21/2023	0.40	0.40	948.00	379.20
12/21/2023	JDE	Communicate with client.		0.40	\$379.20
JDE	01/08/2024	0.20	0.20	948.00	189.60
01/08/2024	JDE	Communicate with mediator regarding scheduling and payment.		0.20	\$189.60
RJW	01/09/2024	0.25	0.25	948.00	237.00
01/09/2024	RJW	Emails with mediator re mediation / fee		0.25	\$237.00
RJW	01/10/2024	0.20	0.20	948.00	189.60
01/10/2024	RJW	Emails with Mediator re scheduling / fee / status		0.20	\$189.60
RJW	01/23/2024	0.20	0.20	948.00	189.60
01/23/2024	RJW	Emails re Joint CMC		0.20	\$189.60
JDE	01/23/2024	0.50	0.50	948.00	474.00
01/23/2024	JDE	Prepare updated Joint CMC statement and provide to OPC.		0.50	\$474.00
RJW	01/25/2024	0.25	0.25	948.00	237.00
01/25/2024	RJW	Emails with co-counsel re mediation / status		0.25	\$237.00
JDE	01/25/2024	1.50	1.50	948.00	1,422.00
01/25/2024	JDE	Review draft mediation document requests, review file, and make suggested edits.		1.50	\$1,422.00
RJW	01/29/2024	0.50	0.50	948.00	474.00
01/29/2024	RJW	Emails re mediation data request		0.50	\$474.00
JDE	01/29/2024	0.50	0.50	948.00	474.00
01/29/2024	JDE	Final review of pre-mediation data/document request, confer with co-counsel, and finalize.		0.50	\$474.00

RJW	02/01/2024	0.20	0.20	948.00	189.60
02/01/2024	RJW	Emails re CMC	0.20		\$189.60
JDE	02/05/2024	0.30	0.30	948.00	284.40
02/05/2024	JDE	Communicate with client re status.	0.30		\$284.40
RJW	02/07/2024	0.50	0.50	948.00	474.00
02/07/2024	RJW	Reviewed / approved Joint CMC	0.50		\$474.00
JDE	02/07/2024	0.20	0.20	948.00	189.60
02/07/2024	JDE	Review updated CMC from OPC and approve.	0.20		\$189.60
JDE	02/08/2024	0.30	0.30	948.00	284.40
02/08/2024	JDE	Appear for case management conference via Zoom.	0.30		\$284.40
RJW	02/12/2024	0.20	0.20	948.00	189.60
02/12/2024	RJW	Emails re mediation / pre-mediation data production	0.20		\$189.60
RJW	02/14/2024	0.20	0.20	948.00	189.60
02/14/2024	RJW	Emails with OPC re data / status	0.20		\$189.60
JDE	02/14/2024	0.30	0.30	948.00	284.40
02/14/2024	JDE	Communicate with OPC re need to continue mediation and available dates with Klerman.	0.30		\$284.40
RJW	02/16/2024	0.20	0.20	948.00	189.60
02/16/2024	RJW	Emails with OPC and mediator re status / conference	0.20		\$189.60
RJW	02/22/2024	0.35	0.35	948.00	331.80
02/22/2024	RJW	Emails re mediation	0.35		\$331.80
JDE	02/23/2024	0.20	0.20	948.00	189.60
02/23/2024	JDE	Receipt and review of mediation confirmation documents.	0.20		\$189.60
JDE	03/07/2024	0.20	0.20	948.00	189.60
03/07/2024	JDE	Receipt and review of revised pre-mediation data request from co-counsel in light of continued mediation.	0.20		\$189.60
RJW	03/08/2024	0.50	0.50	948.00	474.00
03/08/2024	RJW	Emails with co-counsel and OPC re mediation / data request	0.50		\$474.00
JDE	03/12/2024	0.30	0.30	948.00	284.40
03/12/2024	JDE	Communicate with client regarding status.	0.30		\$284.40
RJW	03/20/2024	0.20	0.20	948.00	189.60
03/20/2024	RJW	Emails re status	0.20		\$189.60
JDE	03/21/2024	0.40	0.40	948.00	379.20
03/21/2024	JDE	Communicate with OPC regarding scope of mediation in light of individual claims and pending PAGA/class action relating to Chase Center/Oracle Park employees.	0.40		\$379.20
RJW	03/29/2024	0.25	0.25	948.00	237.00
03/29/2024	RJW	Emails with OPC Re top filer. Conference with JDB re strategy.	0.25		\$237.00
JDE	03/29/2024	0.40	0.40	948.00	379.20
03/29/2024	JDE	Review email from OPC re newly filed PAGA case and counsel in that action's desire to participate in mediation. Confer with co-counsel and RJW.	0.40		\$379.20
RJW	04/05/2024	0.25	0.25	948.00	237.00
04/05/2024	RJW	Emails re EOT for discovery	0.25		\$237.00

JDE	04/05/2024	0.50	0.50	948.00	474.00
04/05/2024	JDE	Review OPC's request for extension of formal discovery until after June mediation. Review file and afford extension through May and advise we can further extend when/if pre-mediation informal production occurs.		0.50	\$474.00
RJW	04/11/2024	0.50	0.50	948.00	474.00
04/11/2024	RJW	CMC / emails with OPC re joint report / discovery		0.50	\$474.00
RJW	04/12/2024	0.25	0.25	948.00	237.00
04/12/2024	RJW	Emails with other plaintiffs counsel re top filing / status		0.25	\$237.00
RJW	04/12/2024	0.35	0.35	948.00	331.80
04/12/2024	RJW	Reviewed draft CMC		0.35	\$331.80
JDE	04/12/2024	0.50	0.50	948.00	474.00
04/12/2024	JDE	Review emails from top-filer, review complaint and confer with RJW.		0.50	\$474.00
RJW	04/15/2024	0.35	0.35	948.00	331.80
04/15/2024	RJW	Reviewed Joint CMC		0.35	\$331.80
RJW	04/15/2024	0.35	0.35	948.00	331.80
04/15/2024	RJW	Conference with Co-counsel re new case		0.35	\$331.80
JDE	04/15/2024	0.30	0.30	948.00	284.40
04/15/2024	JDE	Telephone conference with co-counsel regarding top-filers.		0.30	\$284.40
JDE	04/15/2024	0.50	0.50	948.00	474.00
04/15/2024	JDE	Review draft joint CMS and make suggested edits.		0.50	\$474.00
JDE	04/16/2024	1.50	1.50	948.00	1,422.00
04/16/2024	JDE	Prepare initial demand letter with factual summary and supporting documents.		1.50	\$1,422.00
JDE	04/16/2024	0.50	0.50	948.00	474.00
04/16/2024	JDE	Telephone conference with client regarding status and resolution goals.		0.50	\$474.00
JDE	04/17/2024	0.30	0.30	948.00	284.40
04/17/2024	JDE	Further telephone conference with client.		0.30	\$284.40
JDE	04/18/2024	0.30	0.30	948.00	284.40
04/18/2024	JDE	PAGA - Appear for complex CMC via Zoom		0.30	\$284.40
JDE	04/23/2024	0.40	0.40	948.00	379.20
04/23/2024	JDE	Negotiate with late-filers regarding terms of working together and confer with current co-counsel and RJW.		0.40	\$379.20
JDE	04/24/2024	2.50	2.50	948.00	2,370.00
04/24/2024	JDE	Finalize initial written discovery in FEHA arbitration.		2.50	\$2,370.00
RJW	04/29/2024	0.20	0.20	948.00	189.60
04/29/2024	RJW	Emails with OPC and Co-counsel re pre-mediation data request.		0.20	\$189.60
RJW	05/20/2024	0.00	0.00	948.00	0.00
05/20/2024	RJW	Emails re Bon Appetit's doc production. Began reviewing.		0.00	\$0.00
JDE	05/20/2024	5.80	5.80	948.00	5,498.40
05/20/2024	JDE	Begin reviewing and organizing data and documents provided by OPC (40,000+ pages plus excel data). Review and evaluate policy documents.		5.80	\$5,498.40

RJW	05/22/2024		0.25	0.25	948.00	237.00
05/22/2024	RJW	Emails with co-counsel re expert, other case, status, strategy.		0.25		\$237.00
JDE	05/23/2024		4.50	4.50	948.00	4,266.00
05/23/2024	JDE	Continue reviewing pre-mediation documents and data.		4.50		\$4,266.00
RJW	05/24/2024		0.25	0.25	948.00	237.00
05/24/2024	RJW	Emails with OPC re EOT for discovery		0.25		\$237.00
RJW	05/24/2024		0.25	0.25	948.00	237.00
05/24/2024	RJW	Emails with co-counsel re mediation, expert, strategy.		0.25		\$237.00
JDE	05/24/2024		6.30	6.30	948.00	5,972.40
05/24/2024	JDE	Begin conducting spot calculations of damages for 10 aggrieved employees.		6.30		\$5,972.40
RJW	05/28/2024		0.50	0.50	948.00	474.00
05/28/2024	RJW	Conference with Baysinger re regular rate / allowance issues. Emails with OPC re saem.		0.50		\$474.00
RJW	05/28/2024		0.50	0.50	948.00	474.00
05/28/2024	RJW	Emails with OPC re data / contents / interpretations		0.50		\$474.00
JDE	05/28/2024		0.60	0.60	948.00	568.80
05/28/2024	JDE	Communicate with co-counsel and expert regarding scope of claims and analysis.		0.60		\$568.80
RJW	05/29/2024		0.50	0.50	948.00	474.00
05/29/2024	RJW	Emails with expert re assignment / interpretation / assumptions / strategy		0.50		\$474.00
JDE	05/29/2024		5.30	5.30	948.00	5,024.40
05/29/2024	JDE	Identify wage statements with transportation pay and redeemed sick leave to determine RROP penalties associated with that claim. Further research regarding whether transportation and housing allowance could be excludable from RROP.		5.30		\$5,024.40
RJW	05/30/2024		0.50	0.50	948.00	474.00
05/30/2024	RJW	Conference with JDB re strategy. Emails with Co-counsel re mediation / strategy.		0.50		\$474.00
JDE	05/30/2024		0.70	0.70	948.00	663.60
05/30/2024	JDE	Communicate with co-counsel regarding top-filers and review email from OPC regarding their participation in mediation. Phone call with co-counsel to discuss.		0.70		\$663.60
JDE	05/31/2024		6.00	6.00	948.00	5,688.00
05/31/2024	JDE	Continue pre-mediation data review, calculations, and research of legal issues in preparation for upcoming mediation.		6.00		\$5,688.00
RJW	06/04/2024		0.25	0.25	948.00	237.00
06/04/2024	RJW	Emails with OPC and co-counsel re data questions.		0.25		\$237.00
JDE	06/04/2024		2.20	2.20	948.00	2,085.60
06/04/2024	JDE	Review and evaluate damages model from Berger. Review records of client to determine why expert says no RROP violations occurred and cross-check calculations and relevant dates.		2.20		\$2,085.60
JDE	06/05/2024		4.00	4.00	948.00	3,792.00
06/05/2024	JDE	Prepare draft mediation brief.		4.00		\$3,792.00
JDE	06/05/2024		0.60	0.60	948.00	568.80
06/05/2024	JDE	Communicate with administrator regarding rep damages/violation		0.60		\$568.80

calculations and flat-rate bonus issue.

JDE	06/07/2024		3.80	3.80	948.00	3,602.40
06/07/2024	JDE	Perform further spot check calculations of expert's damages model. Evaluate potential class damages and appropriate rate of penalties for various claims.			3.80	\$3,602.40
RJW	06/09/2024		0.20	0.20	948.00	189.60
06/09/2024	RJW	Emails with OPC re data issues.			0.20	\$189.60
JDE	06/10/2024		0.40	0.40	948.00	379.20
06/10/2024	JDE	Telephone conference with OPC regarding questions from expert and additional information to assist in evaluating data.			0.40	\$379.20
RJW	06/11/2024		5.00	5.00	948.00	4,740.00
06/11/2024	RJW	Reviewed Mediation Brief and Expert's Analysis. Prepare for mediation. Conference with JDB re facts, claims, strategy.			5.00	\$4,740.00
RJW	06/12/2024		9.00	9.00	948.00	8,532.00
06/12/2024	RJW	Prepared for / participated in mediation			9.00	\$8,532.00
JDE	06/12/2024		7.30	7.30	948.00	6,920.40
06/12/2024	JDE	Attend remote mediation.			7.30	\$6,920.40
RJW	06/17/2024		0.50	0.50	948.00	474.00
06/17/2024	RJW	Emails with co-counsel and mediator re follow up mediation			0.50	\$474.00
JDE	06/17/2024		0.10	0.10	948.00	94.80
06/17/2024	JDE	Individual Matter - attend arbitration management call.			0.10	\$94.80
JDE	06/17/2024		0.30	0.30	948.00	284.40
06/17/2024	JDE	Communicate with co-counsel and mediator's office regarding second mediation and logistics.			0.30	\$284.40
JDE	06/20/2024		0.60	0.60	948.00	568.80
06/20/2024	JDE	Telephone conference with client regarding status, second mediation session, and expectations.			0.60	\$568.80
RJW	06/27/2024		0.20	0.20	948.00	189.60
06/27/2024	RJW	Emails from Expert re status / bill			0.20	\$189.60
RJW	07/02/2024		0.25	0.25	948.00	237.00
07/02/2024	RJW	Emails with OPC re status			0.25	\$237.00
JDE	07/02/2024		0.20	0.20	948.00	189.60
07/02/2024	JDE	Communicate with Lonnie regarding a further settlement offer in PAGA action.			0.20	\$189.60
RJW	07/09/2024		0.50	0.50	948.00	474.00
07/09/2024	RJW	Emails with OPC re discovery, negotiations, status. Conference with JDB re same.			0.50	\$474.00
JDE	07/09/2024		0.20	0.20	948.00	189.60
07/09/2024	JDE	Communicate with Giamela regarding discovery extension and further negotiations in advance of continued mediation 7/26			0.20	\$189.60
RJW	07/11/2024		0.50	0.50	948.00	474.00
07/11/2024	RJW	Reviewed joint CMC. Emails with OPC re same.			0.50	\$474.00
RJW	07/11/2024		0.20	0.20	948.00	189.60
07/11/2024	RJW	Emails with OPC re status.			0.20	\$189.60
JDE	07/11/2024		0.40	0.40	948.00	379.20
07/11/2024	JDE	Prepare joint cmc statement and confer with OPC regarding status			0.40	\$379.20

of updated offer.

RJW	07/15/2024	0.25	0.25	948.00	237.00
07/15/2024	RJW	Emails with signature resolution re arb / deadlines / status		0.25	\$237.00
RJW	07/15/2024	0.50	0.50	948.00	474.00
07/15/2024	RJW	Emails with mediator re negotiations / status		0.50	\$474.00
JDE	07/15/2024	0.20	0.20	948.00	189.60
07/15/2024	JDE	Communicate with mediator regarding further offers.		0.20	\$189.60
RJW	07/16/2024	0.50	0.50	948.00	474.00
07/16/2024	RJW	Emails with mediator/ co-counsel re negotiations. Conference with JDB re strategy.		0.50	\$474.00
JDE	07/16/2024	0.60	0.60	948.00	568.80
07/16/2024	JDE	Review \$1.1 million offer, confer with co-counsel and RJW, review notes, and communicate \$9.2 million counter-demand. Communicate with mediator.		0.60	\$568.80
RJW	07/17/2024	0.20	0.20	948.00	189.60
07/17/2024	RJW	Emails with Mediator re negotiations / status		0.20	\$189.60
JDE	07/18/2024	0.20	0.20	948.00	189.60
07/18/2024	JDE	Appear for further CMC/post-mediation status conference.		0.20	\$189.60
RJW	07/19/2024	0.50	0.50	948.00	474.00
07/19/2024	RJW	Emails with co-counsel and mediator re f/u mediation 7/26		0.50	\$474.00
RJW	07/24/2024	0.50	0.50	948.00	474.00
07/24/2024	RJW	Emails with mediator re f/u meditation. Reviewed / executed confidentiality agreement.		0.50	\$474.00
RJW	07/25/2024	0.20	0.20	948.00	189.60
07/25/2024	RJW	Emails with Admin re confidentiality agreement		0.20	\$189.60
RJW	07/25/2024	1.00	1.00	948.00	948.00
07/25/2024	RJW	Prepared for mediation		1.00	\$948.00
RJW	07/26/2024	4.75	4.75	948.00	4,503.00
07/26/2024	RJW	Mediation		4.75	\$4,503.00
JDE	07/26/2024	4.80	4.80	948.00	4,550.40
07/26/2024	JDE	Appear for second session of mediation.		4.80	\$4,550.40
RJW	07/27/2024	0.25	0.25	948.00	237.00
07/27/2024	RJW	Emails with Mediator re Mediator's Number		0.25	\$237.00
RJW	07/29/2024	0.25	0.25	948.00	237.00
07/29/2024	RJW	Emails with co-counsel and mediator re mediator's proposal. Conference with JDB re same / strategy.		0.25	\$237.00
JDE	07/29/2024	0.40	0.40	948.00	379.20
07/29/2024	JDE	Communicate with co-counsel regarding mediator's proposal and propriety if acceptance.		0.40	\$379.20
RJW	07/31/2024	0.35	0.35	948.00	331.80
07/31/2024	RJW	Emails with OPC re discovery / status. Conference with JDB re strategy.		0.35	\$331.80
JDE	08/01/2024	0.40	0.40	948.00	379.20
08/01/2024	JDE	Research issue of prior PAGA settlement and distribution to client, communicate with that administrator, and provide information to client.		0.40	\$379.20

JDE	08/02/2024	0.50	0.50	948.00	474.00
08/02/2024	JDE	Telephone conference with client regarding settlement issues.		0.50	\$474.00
JDE	08/07/2024	0.30	0.30	948.00	284.40
08/07/2024	JDE	Prepare updated CMC statement for filing and confer with OPC regarding same.		0.30	\$284.40
JDE	08/08/2024	0.20	0.20	948.00	189.60
08/08/2024	JDE	Appear for further status conference via Zoom		0.20	\$189.60
RJW	08/09/2024	0.50	0.50	948.00	474.00
08/09/2024	RJW	Emails with Mediator and co-counsel re settlement. Conference with JDB re strategy.		0.50	\$474.00
RJW	08/09/2024	0.50	0.50	948.00	474.00
08/09/2024	RJW	Reviewed MOU. EMail with OPC and co-counsel re same.		0.50	\$474.00
JDE	08/09/2024	0.40	0.40	948.00	379.20
08/09/2024	JDE	Gather and provide documents to co-counsel to assist in MOU drafting and confer.		0.40	\$379.20
JDE	08/12/2024	0.30	0.30	948.00	284.40
08/12/2024	JDE	Correspond with Giamela regarding settlement issues.		0.30	\$284.40
JDE	08/13/2024	0.60	0.60	948.00	568.80
08/13/2024	JDE	Review MOU and make suggested edits.		0.60	\$568.80
JDE	08/13/2024	0.50	0.50	948.00	474.00
08/13/2024	JDE	Revise joint CMC statement to reflect settlement and request motion hearing date in mid-November.		0.50	\$474.00
RJW	08/15/2024	0.50	0.50	948.00	474.00
08/15/2024	RJW	Emails with co-counsel re MOU terms.		0.50	\$474.00
JDE	08/15/2024	0.80	0.80	948.00	758.40
08/15/2024	JDE	Review Defendant's edits to MOU, review PAGA letters, and communicate with RJW and co-counsel.		0.80	\$758.40
JDE	08/16/2024	0.70	0.70	948.00	663.60
08/16/2024	JDE	Finalize MOU and circulate for signature. Communicate with client regarding MOU and provide via Docusign.		0.70	\$663.60
RJW	08/19/2024	0.20	0.20	948.00	189.60
08/19/2024	RJW	Emails with OPC and co-counsel re MOU		0.20	\$189.60
RJW	08/20/2024	0.20	0.20	948.00	189.60
08/20/2024	RJW	Emails re status.		0.20	\$189.60
RJW	08/26/2024	0.25	0.25	948.00	237.00
08/26/2024	RJW	Emails with OPC re discovery / status		0.25	\$237.00
RJW	08/27/2024	0.20	0.20	948.00	189.60
08/27/2024	RJW	Emails with co-counsel and OPC re MOU		0.20	\$189.60
JDE	08/27/2024	0.40	0.40	948.00	379.20
08/27/2024	JDE	Telephone conference with Lisa Klerman regarding settlement.		0.40	\$379.20
JDE	08/29/2024	0.20	0.20	948.00	189.60
08/29/2024	JDE	Appear for further CMC via Zoom		0.20	\$189.60
JDE	08/30/2024	0.80	0.80	948.00	758.40
08/30/2024	JDE	Solicit multiple administrator bids for PAGA settlement and review/evaluate.		0.80	\$758.40

RJW	09/03/2024	0.25	0.25	948.00	237.00
09/03/2024	RJW	Emails re MOU	0.25	\$237.00	
RJW	09/03/2024	0.20	0.20	948.00	189.60
09/03/2024	RJW	Emails with OPC re administrators	0.20	\$189.60	
RJW	09/04/2024	0.25	0.25	948.00	237.00
09/04/2024	RJW	Emails with Co-counsel re Admin bids	0.25	\$237.00	
RJW	09/06/2024	1.25	1.25	948.00	1,185.00
09/06/2024	RJW	Reviewed draft longform agreement. Emails with co-counsel re same.	1.25	\$1,185.00	
JDE	09/06/2024	0.80	0.80	948.00	758.40
09/06/2024	JDE	Communicate with co-counsel regarding long-form and administration bids. Secure admin bids from Phoenix, ILYM, Atticus, and Apex and evaluate each.	0.80	\$758.40	
RJW	09/10/2024	0.20	0.20	948.00	189.60
09/10/2024	RJW	Emails with co-counsel re FAC	0.20	\$189.60	
RJW	09/10/2024	0.25	0.25	948.00	237.00
09/10/2024	RJW	Emails with Administrators re project / bids. Conference with JDB re same.	0.25	\$237.00	
JDE	09/11/2024	1.50	1.50	948.00	1,422.00
09/11/2024	JDE	Review and edit draft long-form settlement agreement.	1.50	\$1,422.00	
RJW	09/17/2024	0.20	0.20	948.00	189.60
09/17/2024	RJW	Emails with OPC re discovery / status	0.20	\$189.60	
JDE	09/17/2024	0.50	0.50	948.00	474.00
09/17/2024	JDE	Provide copy of proposed settlement to LWDA through online system.	0.50	\$474.00	
RJW	09/18/2024	0.20	0.20	948.00	189.60
09/18/2024	RJW	Emails with OPC re settlement / status	0.20	\$189.60	
RJW	09/25/2024	0.25	0.25	948.00	237.00
09/25/2024	RJW	Emails with co-counsel and OPC re settlement / status	0.25	\$237.00	
JDE	09/25/2024	0.30	0.30	948.00	284.40
09/25/2024	JDE	Emails with co-counsel and OPC regarding defendant's edits to long-form.	0.30	\$284.40	
RJW	10/02/2024	0.20	0.20	948.00	189.60
10/02/2024	RJW	Emails with OPC and co-counsel re status	0.20	\$189.60	
JDE	10/02/2024	0.20	0.20	948.00	189.60
10/02/2024	JDE	Emails with co-counsel and OPC re: status of long-form settlement agreement.	0.20	\$189.60	
RJW	10/03/2024	0.20	0.20	948.00	189.60
10/03/2024	RJW	Emails with OPC and co-counsel re Amended Complaint / status	0.20	\$189.60	
RJW	10/07/2024	0.50	0.50	948.00	474.00
10/07/2024	RJW	Emails re status / SAC / reviewed same.	0.50	\$474.00	
JDE	10/07/2024	3.50	3.50	948.00	3,318.00
10/07/2024	JDE	Prepare draft SAC to incorporate in Garcia and Barbary claims and facilitate judicial review of settlement.	3.50	\$3,318.00	
RJW	10/09/2024	0.20	0.20	948.00	189.60
10/09/2024	RJW	Review correspondence from OPC	0.20	\$189.60	

JDE	10/10/2024	0.50	0.50	948.00	474.00
10/10/2024	JDE	Review defendants' changes to settlement agreement and evaluate.		0.50	\$474.00
RJW	10/14/2024	0.25	0.25	948.00	237.00
10/14/2024	RJW	Emails with co-counsel re settlement / status.		0.25	\$237.00
JDE	10/14/2024	0.70	0.70	948.00	663.60
10/14/2024	JDE	Confer with RJW co-counsel regarding long-form settlement agreement.		0.70	\$663.60
JDE	10/16/2024	0.30	0.30	948.00	284.40
10/16/2024	JDE	Emails with co-counsel and OPC regarding joint statement in Garcia matter.		0.30	\$284.40
RJW	10/21/2024	0.25	0.25	948.00	237.00
10/21/2024	RJW	Emails with OPC and co-counsel re status.		0.25	\$237.00
RJW	10/22/2024	0.20	0.20	948.00	189.60
10/22/2024	RJW	Emails from arb re fee		0.20	\$189.60
RJW	10/29/2024	0.75	0.75	948.00	711.00
10/29/2024	RJW	Emails re settlement agreement / SAC / status. Reviewed final comments.		0.75	\$711.00
RJW	10/29/2024	1.00	1.00	948.00	948.00
10/29/2024	RJW	Revising / editing McGee Dec. Conference with JDB re strategy.		1.00	\$948.00
RJW	10/30/2024	0.50	0.50	948.00	474.00
10/30/2024	RJW	Reviewed co-counsel's revisions to SAC		0.50	\$474.00
JDE	11/01/2024	1.30	1.30	948.00	1,232.40
11/01/2024	JDE	Review settlement agreement and communicate with all counsel regarding lead case and designation of San Mateo County as appropriate court.		1.30	\$1,232.40
RJW	11/02/2024	0.25	0.25	948.00	237.00
11/02/2024	RJW	Emails with OPC re status.		0.25	\$237.00
RJW	11/05/2024	0.25	0.25	948.00	237.00
11/05/2024	RJW	Emails with co-counsel and OPC re scheduling / status		0.25	\$237.00
JDE	11/05/2024	0.40	0.40	948.00	379.20
11/05/2024	JDE	Communicate with co-counsel regarding amended complaint and jurisdiction/venue for PAGA approval motion		0.40	\$379.20
RJW	11/06/2024	0.20	0.20	948.00	189.60
11/06/2024	RJW	Emails with co-counsel re status.		0.20	\$189.60
RJW	11/08/2024	0.20	0.20	948.00	189.60
11/08/2024	RJW	Emails with OPC re discovery / status		0.20	\$189.60
RJW	11/12/2024	0.25	0.25	948.00	237.00
11/12/2024	RJW	Emails with OPC re SAC / settlement / status		0.25	\$237.00
JDE	11/12/2024	1.00	1.00	948.00	948.00
11/12/2024	JDE	Review and finalize long-form settlement agreement. Review additional proposed edits to SAC from co-counsel and incorporate additional edits and re-circulate.		1.00	\$948.00
RJW	11/14/2024	0.25	0.25	948.00	237.00
11/14/2024	RJW	Emails with co-counsel and OPC re settlement agreemtn / status		0.25	\$237.00
JDE	11/14/2024	0.50	0.50	948.00	474.00
11/14/2024	JDE	Communicate with client and secure signature to long-form PAGA		0.50	\$474.00

settlement.

RJW	11/15/2024	0.50	0.50	948.00	474.00
11/15/2024	RJW	Emails with co-counsel and OPC re SAC		0.50	\$474.00
RJW	11/20/2024	0.25	0.25	948.00	237.00
11/20/2024	RJW	Emails with OPC and co-counsel re executed settlement agreement.		0.25	\$237.00
JDE	11/20/2024	0.20	0.20	948.00	189.60
11/20/2024	JDE	Emails between co-counsel and defendant regarding status of fully executed agreement.		0.20	\$189.60
RJW	11/21/2024	0.50	0.50	948.00	474.00
11/21/2024	RJW	Reviewed updated SAC		0.50	\$474.00
JDE	11/25/2024	0.20	0.20	948.00	189.60
11/25/2024	JDE	Further emails with co-counsel and OPC regarding status of defendant's signatures.		0.20	\$189.60
RJW	11/26/2024	0.20	0.20	948.00	189.60
11/26/2024	RJW	Emails re SAC		0.20	\$189.60
RJW	11/27/2024	0.20	0.20	948.00	189.60
11/27/2024	RJW	Emails with OPC re settlement agreement		0.20	\$189.60
JDE	11/27/2024	0.10	0.10	948.00	94.80
11/27/2024	JDE	Receipt and review of fully executed long-form.		0.10	\$94.80
JDE	12/09/2024	0.50	0.50	948.00	474.00
12/09/2024	JDE	Review order re: SAC and prepare SAC for submission and filing.		0.50	\$474.00
JDE	12/11/2024	3.80	3.80	948.00	3,602.40
12/11/2024	JDE	Begin drafting documents in support of PAGA approval motion. Prepare JDB declaration and begin to incorporate Kullar-type evaluation.		3.80	\$3,602.40
JDE	01/07/2025	0.20	0.20	948.00	189.60
01/07/2025	JDE	Emails with co-counsel regarding PAGA approval motion.		0.20	\$189.60
RJW	03/04/2025	0.50	0.50	948.00	474.00
03/04/2025	RJW	Emails with Admin and co-counsel re motion for preliminary approval.		0.50	\$474.00
JDE	03/06/2025	2.80	2.80	948.00	2,654.40
03/06/2025	JDE	Prepare client declaration in support of PAGA settlement and confer with client.		2.80	\$2,654.40
RJW	03/07/2025	0.25	0.25	948.00	237.00
03/07/2025	RJW	Review admin dec		0.25	\$237.00
RJW	03/07/2025	0.25	0.25	948.00	237.00
03/07/2025	RJW	Emails with co-counsel and admin re MPA and associated docs		0.25	\$237.00
JDE	03/07/2025	4.50	4.50	948.00	4,266.00
03/07/2025	JDE	Finalize JDB Dec in support of PAGA settlement.		4.50	\$4,266.00
JDE	03/07/2025	0.40	0.40	948.00	379.20
03/07/2025	JDE	Communicate with OPC re CASA of San Mateo as designated cy pres.		0.40	\$379.20
RJW	03/10/2025	1.50	1.50	948.00	1,422.00
03/10/2025	RJW	Reviewed MPA, Decs ISO MPA, and associated docs. Emails re same.		1.50	\$1,422.00

Total professional services:**\$190,974.60****Expenses**

C011	03/30/2023	\$6.85	
03/30/2023	Postage / Certified Mail		\$6.85
C011	03/30/2023	\$6.85	
03/30/2023	Postage / Certified Mail		\$6.85
C001	04/05/2023	\$1,501.53	
04/05/2023	Clerk/Court Filing Fees : RAPIDLEGAL#7369047cc		\$1,501.53
C001	06/12/2023	\$16.22	
06/12/2023	Clerk/Court Filing Fees : RAPIDLEGAL#7711293cc		\$16.22
C001	06/12/2023	\$16.22	
06/12/2023	Clerk/Court Filing Fees : RAPIDLEGAL#7712137cc		\$16.22
C001	07/14/2023	\$92.70	
07/14/2023	Clerk/Court Filing Fees : RAPIDLEGAL#7873114-02cc		\$92.70
C001	07/17/2023	\$16.22	
07/17/2023	Clerk/Court Filing Fees : RAPIDLEGAL#7873337cc		\$16.22
C001	07/17/2023	\$16.22	
07/17/2023	Clerk/Court Filing Fees : RAPIDLEGAL#7873114-01cc		\$16.22
C001	07/31/2023	\$16.09	
07/31/2023	Clerk/Court Filing Fees: RAPIDLEGAL#7955313cc		\$16.09
C020	01/09/2024	\$5,500.00	
Invoice # DEN-20505			
01/09/2024	LISA KLERMAN, MEDIATOR; Invoice # DEN-20505; Mediation Fee		\$5,500.00
C001	08/07/2024	\$17.25	
08/07/2024	Clerk/Court Filing Fees: RAPIDLEGAL#10159399cc		\$17.25
C001	08/14/2024	\$17.25	
08/14/2024	Clerk/Court Filing Fees: RAPIDLEGAL#10200158cc		\$17.25
E118	09/03/2024	\$5,960.00	
Invoice # DEN-20505			
09/03/2024	BERGER CONSULTING GROUP, LLC. ; Invoice # DEN-20505; Litigation Support Vendors		\$5,960.00
C001	11/25/2024	\$13.39	
11/25/2024	Clerk/Court Filing Fees: RAPIDLEGAL#10828523cc		\$13.39
C001	11/26/2024	\$37.85	
11/26/2024	Clerk/Court Filing Fees: RAPIDLEGAL#10839143cc		\$37.85
C001	12/09/2024	\$17.25	
12/09/2024	Clerk/Court Filing Fees: RAPIDLEGAL#10908469cc		\$17.25

Total expenses:**\$13,251.89**

Current charges:

\$204,226.49

Summary:

Payments applied:	\$0.00
Current Charges:	\$204,226.49
Discount	\$0.00

Total Amount Now Due:

\$204,226.49

Service Provider Summary

Baysinger, Jenny D.	141.70	948.00	134,331.60
Wasserman, Robert J.	59.75	948.00	56,643.00