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Socorro Gonzalez

8 **ISUPERIOR COURT OF CALIFORNIA**

9 **COUNTY OF LOS ANGELES**

10
11 SOCORRO GONZALEZ, et al.

12 Plaintiff(s),

13 v.

14 COMPASS GROUP USA, INC., et al.

15 Defendant(s).

Case No. 23STCV19334

**DECLARATION OF MANNY STARR IN
SUPPORT OF MOTION TO APPROVE
OF PAGA SETTLEMENT**

Date: January 26, 2025

Time: 10:00 a.m.

Dept: SSC7

16
17
18
19 I, Manny Starr, declare as follows:

20 1. I am an attorney law duly admitted to practice before all courts in the State of
21 California and am the managing partner of Frontier Law Center. I am one of the attorneys of record
22 for Plaintiff Socorro Gonzalez ("Plaintiff"). I have personal knowledge of the matters set forth
23 herein, and if called upon as a witness to testify thereto, I could and would competently do so.

24 **PROCEDURAL HISTORY**

25 2. On May 29, 2023, Plaintiff uploaded a PAGA letter to the LWDA website and sent
26 the letter by certified mail to Defendant, alleging that Defendant violated the Labor Code with
27 regard to minimum wage violations, overtime violations, meal break violations, rest break
28 violations, wage statement violations, and waiting time penalties.

1 3. On June 15, 2023, Plaintiff uploaded an amended PAGA letter to the LWDA website
2 and sent the letter by certified mail to Defendant, alleging that Defendant violated the Labor Code
3 with regard to minimum wage violations, overtime violations, meal break violations, rest break
4 violations, wage statement violations, and waiting time penalties.

5 4. On July 6, 2023, Plaintiff uploaded an amended PAGA letter to the LWDA website
6 and sent the letter by certified mail to Defendant, alleging that Defendant violated the Labor Code
7 with regard to minimum wage violations, overtime violations, meal break violations, rest break
8 violations, wage statement violations, and waiting time penalties.

9 5. On September 17, 2024, Plaintiff uploaded a fourth amended PAGA letter to the
10 LWDA website and sent the letter by certified mail to Defendant, alleging that Defendant violated
11 the Labor Code with regard to minimum wage violations, overtime violations, meal break
12 violations, rest break violations, wage statement violations, and waiting time penalties.

13 6. Thereafter, on August 28, 2024, the Parties in Action participated in a full day of
14 mediation before a neutral, experienced employment, class, and PAGA representative action
15 mediator, Monique Ngo-Bonnici, Esq.

16 7. Prior to the mediation, and in order to work toward a mediated resolution without the
17 time and expense of formal discovery, the Parties produced voluminous documents and data
18 (including, by Defendants, human resources documents and policies, time records, and payroll data
19 during the PAGA Period) which were reviewed, investigated, and analyzed by Plaintiff's Counsel.

20 8. Due to quarterly financial constraints, the Parties narrowed the issues involved and
21 identified areas requiring further analysis at this initial mediation.

22 9. Plaintiff subsequently entered into a joint prosecution agreement with Christopher
23 Cox and Trinity Martinez; Mr. Cox had filed a complaint against Defendant and its subsidiary Levy
24 Premium Foodservice Limited Partnership for the same cause of action on June 20, 2024, and had
25 added Mr. Martinez as a plaintiff (Mono County Superior Court case number 24UCM061).

26 10. On November 25, 2024, the Parties participated in a second full day mediation
27 before experienced employment mediator Monique Ngo-Bonnici, Esq.

28 11. The case ultimately settled at mediation.

12. A true and correct copy of the Settlement Agreement is attached as Exhibit A.

13. Plaintiff submitted a copy of the Settlement and this motion to the LWDA through the LWDA's online filing at the same time as filing this motion.

FACTS

14. Defendant is a Delaware corporation based in North Carolina and authorized to do business in California that provides food service, hospitality, dining, and support and facilities services throughout North America. Plaintiff has worked for Defendant as a server and bartender at Crypto.com Arena (previously known as Staples Center) since 2003 and continues to work for Defendant as of the date of filing. At all times during her employment, Plaintiff was a full-time, hourly, non-exempt employee.

15. According to Defendant's records, and extrapolated through the date of mediation, it has employed 6,200 Aggrieved Employees from September 15, 2022, through April 15, 2025, and that there are paychecks issued for a total of approximately 325,000 pay periods worked for that same time period.

16. Defendant denies and continues to deny all of Plaintiff's material allegations and all allegations of wrongdoing arising out of the employment relationship between the Parties, including the Aggrieved Employees. The Parties intend merely to avoid the expense, delay, uncertainty, and burden of continued litigation.

17. Counsel for the Parties have further investigated the applicable law as applied to the facts discovered regarding Plaintiff's claims, the defenses thereto, and the Labor Code violations claimed by Plaintiff. Based on their own independent investigations and evaluations, the Parties and their respective counsel are of the opinion that the Settlement for the consideration and on the terms set forth in this motion are fair, reasonable and adequate and are in the best interests of Plaintiff, the Aggrieved Employees, and Defendants in light of all known facts and circumstances and the risks inherent in litigation.

18. The Parties further recognize that the issues presented in the Representative PAGA Claim are likely only to be resolved with extensive and costly pretrial and trial proceedings, and that

1 further litigation will cause inconvenience, distraction, disruption, delay, and expense
2 disproportionate to the maximum potential benefits.

3 19. Plaintiff alleges that the Aggrieved Employees were not compensated for all hours
4 worked, including hours worked off the clock and during periods when had passed through security
5 checkpoints and walked through the premises but had not yet reached a time clock.

6 20. Aggrieved Employees should have received compensation for time spent undergoing
7 the security check itself, travel time from the security checkpoint to the employee's work station or
8 time clock, and any waiting time that may occur during this process, such as a queue.

9 21. Defendant contends that liability does not attach for the following reasons: (1)
10 security is performed by third parties, (2) time clocks were available at the entrances to the stadium
11 and not just at the employee workstation, and (3) employees could use a mobile app to clock in
12 upon entering the facility.

13 22. Defendant added time clocks throughout the premises to ensure that the Aggrieved
14 Employees received their full compensation.

15 23. Plaintiff alleges that Defendant failed to provide compliant meal periods to Plaintiff
16 and the Aggrieved Employees.

17 24. The applicable Collective Bargaining Agreements explicitly state that leaving the
18 premises without express permission is a "serious offense" and grounds for immediate termination.

19 25. Defendant's employee handbook reinforces this restriction by stating that
20 "Associates generally may not leave the work site without prior approval from their Manager.

21 26. The handbook further states that employees are subject to potential searches at any
22 time while on company property, which effectively subjects employees to surveillance and
23 employer control even during supposed meal and rest breaks.

24 27. Together, these policies created an environment in which meal breaks were on-duty
25 and employees were not relieved of all control.

26 28. Defendant argues that it is impractical for employees to leave the premises during
27 their 30-minute meal periods given the sheer size of Crypto.com Arena and the time it would take
28 merely to reach their vehicles.

1 29. Defendant also contends that although policies technically authorize searches, no
2 employee has ever actually been subject to a search during a shift, and thus the “control” issue is
3 overstated.

4 30. Defendant does not dispute that some meal period violations occurred without a
5 corresponding premium payment, but asserts these instances are relatively rare and affect only a
6 small percentage of pay periods.

7 31. According to Defendant, the majority of alleged violations relate to meal breaks that
8 were late or short by only one minute or less, and fewer than 5% of pay periods involved breaks that
9 were late or short by more than one minute; indeed, Plaintiff’s own sampling analysis shows a
10 significantly reduced violation rate of 27.3% of all pay periods, and only 50% where there was no
11 corresponding premium payment.

12 32. Defendant also emphasizes that most alleged violations stem from late meal periods,
13 rather than missed or on-duty meal breaks.

14 33. Aggrieved Employees faced the same issues with rest breaks as they did with meal
15 breaks: Defendant allegedly failed to provide compliant rest breaks to Plaintiff and the Aggrieved
16 Employees.

17 34. Defendant’s written policies, including both the CBA and the handbook, explicitly
18 prohibited employees from leaving the premises without express permission under the threat of
19 termination.

20 35. In addition, the policy allowing searches of employees at any time, including during
21 breaks, subjected employees to Defendant’s control at all times, especially during breaks.

22 36. As with meal breaks, Aggrieved Employees face the issue of merely leaving such a
23 large stadium in only 10 minutes during a break, and managers simply do not enforce the search
24 policies during rest breaks.

25 37. Defendant maintains that employees are relieved by managers during their rest
26 breaks, and thus they are and were afforded the opportunity to take duty-free rest periods
27 notwithstanding the written policies.
28

1 38. Plaintiff's analysis identified multiple categories of compensation that Defendant
2 improperly excluded from the regular rate.

3 39. First, the uniform allowance was paid on a per-shift basis but not factored into the
4 regular rate; Defendant likens this allowance to a cell phone reimbursement, but unlike cell phone
5 usage, where costs can be reasonably estimated, the uniform payment was structured on an
6 hourly/per-shift basis with no correlation to actual laundering expenses.

7 40. Second, the "guaranteed pay" component was excluded under Defendant's
8 characterization of it as "reporting time pay" under a collective bargaining agreement; Defendant
9 did not produce a written policy or CBA provision expressly supporting this exclusion.

10 41. Third, an Auto Service Charge was excluded from regular rate calculations during
11 2024.

12 42. Finally, commission payments, were excluded from the regular rate in certain
13 instances, albeit with minimal case impact given their limited applicability to employees who sell
14 merchandise at events.

15 43. In total, Plaintiff calculates that approximately 28.8% of all pay periods involve at
16 least one form of regular rate violation.

17 44. Plaintiff contends these practices are unlawful under the Labor Code because they
18 resulted in Aggrieved Employees receiving premium pay at a lower rate than required by law.

19 45. The uniform allowance, guaranteed pay, and Auto Service Charge are all
20 nondiscretionary forms of compensation directly tied to employees' work and thus must be included
21 in the regular rate.

22 46. The exclusion of these items, even where sporadic, deprived Aggrieved Employees
23 of proper wages owed.

24 47. The lack of documentation substantiating Defendant's claimed exclusions further
25 undercuts their position, particularly as the burden lies with the employer to demonstrate
26 compliance with wage-and-hour statutes.

27 48. Defendant argues that regular rate issues primarily concern a small subset of
28 employees, such as those earning commissions when overtime or premium pay was also due,

1 making the scope of violations narrow; it argues that Plaintiffs own findings of violations in a
2 sampling of records, respectively, 25%, 16%, 1%, and 0.1%, shows that this issue is not
3 widespread.

4 49. Defendant asserts that the guaranteed pay is properly excluded as reporting time pay
5 under the CBA, and that the uniform allowance is excluded pursuant to 29 C.F.R. § 778.217 and
6 two separate CBAs requiring employees to maintain clean uniforms.

7 50. Defendant contends that the uniform allowance was placed in the taxable wage
8 portion of pay statements due to tax reporting requirements, not to circumvent wage laws.

9 51. Defendant maintains that any errors are limited in frequency, estimating only 18% of
10 pay periods contain potential issues, and characterizing the overall impact as minor and highly
11 localized.

12 52. The wage statement violations are derivative of the unpaid time and meal and rest
13 break violations.

14 53. Because this claim is purely derivative, defeating liability on the underlying claim
15 also defeats liability on the Wage Statement claim.

16 54. Even if the underlying claim prevails, Defendants could counter that any alleged
17 omission of information from the wage statements was not knowing and intentional, which could
18 negate wage statement penalties.

19 55. Like the wage statement claims, Defendants will likely argue that the failure to pay
20 was not willful, that it disputes that any wages were due, that violations were minimal, and that the
21 Aggrieved Employees were not following company procedure.

22 **THE SETTLEMENT IS FAIR, REASONABLE, AND ADEQUATE**

23 56. I have substantial experience in class action and PAGA litigation, particularly in the
24 area of employment law. Over the course of my legal career, I have represented thousands of
25 plaintiffs in employment law litigation, both on an individual and class action basis.

26 57. Based on my experience, I believe that the settlement reached in this matter is fair,
27 reasonable, and adequate.
28

1 58. This case settled for \$2,515,000, which is an excellent result given the inherent risks
2 of litigation, and in light of the facts of this case.

3 59. The maximum liability for the off-the-clock work claim is $325,000 \times \$100$ (Labor
4 Code 1197.1) = \$32,500,000.

5 60. Due to the multiple arguments for defense and Defendant's cure of the issue, a risk
6 adjustment to 5% of the maximum potential liability for this claim is appropriate. The risk-adjusted
7 liability of the minimum wage violation is $\$32,500,000 \times 0.05 = \$1,625,000$.

8 61. The maximum liability for the meal break claim is $325,000 \times \$50$ (Labor Code 558
9 penalty) = \$16,250,000.

10 62. The risk-adjusted liability for meal break violations is calculated as $\$16,250,000 \times$
11 $5\% = \$812,500$.

12 63. The maximum liability for rest break violations is $325,000 \times \$100$ (Labor Code 2699
13 penalties) = \$32,500,000.

14 64. The risk-adjusted liability for rest breaks is calculated as $\$32,500,000 \times 5\% =$
15 $\$1,625,000$.

16 65. The maximum liability for the regular rate violations is $325,000 \times \$100$ (Labor Code
17 1197.1 penalties) = \$32,500,000.

18 66. The risk-adjusted liability for regular rate violations is calculated as $\$32,500,000 \times$
19 $5\% = \$1,625,000$.

20 67. Assuming a violation on every single wage statement over the 325,000 pay periods
21 at issue, the maximum theoretical value of this claim is $(325,000 \times \$100$ per initial violation)
22 $\$32,500,000$.

23 68. Plaintiff estimates that the risk-adjusted liability on the wage statement claim is only
24 10% of its maximum value, or \$3,250,000.

25 69. Based on the data regarding the number of Aggrieved Employees who are no longer
26 employed by Defendants, and the Aggrieved Employees' average rates of pay, Plaintiff estimates
27 the maximum liability for the estimated 2,700 former employees to be \$270,000 at \$100 per
28 Aggrieved Employee.

1 70. Plaintiff evaluates the risk-adjusted value of the waiting time penalties claim to be
2 10% or \$27,000.

3 71. The Settlement of \$2,515,000 (1.7% of maximum liability, 28.1% of risk adjusted
4 liability) represents a fair, adequate, and reasonable compromise amount for these claims and is in
5 the best interest of Plaintiff and Aggrieved Employees and thus, warrants approval.

6 72. The PAGA settlement and its terms are fair, just, reasonable, adequate, and equitable
7 to Defendant, Plaintiff, and the State, especially in light of the current economic climate, and are the
8 product of good faith, and informed arms-length negotiations between the Parties consistent with
9 public policy and fully comply with applicable provisions of law.

10 73. Plaintiff and each Aggrieved Employee shall receive a portion of the Aggrieved
11 Employee Payment on a pro-rata basis by the ratio of (i) the number of pay periods worked by the
12 Aggrieved Employee during the release period and (ii) the total number of pay periods worked by
13 all Aggrieved Employees during the release period. The average Aggrieved Employee will receive
14 \$62.50.

15 74. Considering the general risks of litigation, such as the time-value of money,
16 degradation of witness memory over time, inability to find witnesses, etc., Plaintiff is confident that
17 she has achieved an excellent result for the Aggrieved Employees.

18 75. In sum, the total reasonable exposure for PAGA penalties is \$425,000.

19 76. The stated purpose of PAGA is to deter, and PAGA's purpose is effectuated by way
20 of this settlement, with Defendant paying out a sum total of \$2,515,000 in conjunction with this
21 lawsuit. Therefore, the total amount attributed to PAGA penalties under this settlement of
22 \$2,515,000 is fair and reasonable.

23 77. This settlement will be uploaded onto the LWDA website at the time of filing the
24 Motion for Preliminary Approval pursuant to the requirement under Labor Code section 2699(s)(2).

25 **ATTORNEY'S EXPERIENCE**

26 78. I have spent significant time researching and pursuing the claims that have been
27 alleged in this action. The Parties engaged in a significant amount of informal discovery and
28 engaged experts. The parties engaged in arm's length negotiations through an experienced

1 employment law mediator. Based on my review of all the documents and information and based on
2 my experience in complex class and representative employment litigation, I believe this settlement
3 to be fair, adequate, and reasonable.

4 79. I was retained based upon a contingency fee arrangement wherein Plaintiff's counsel
5 agreed to advance all costs and receive no fee unless a recovery was accomplished. Specifically,
6 had Plaintiff failed to prevail in this case, counsel for Plaintiff would have spent a significant
7 amount of time, money and other resources without any benefit or return. In addition, had Plaintiff
8 failed to prevail in the present case, Defendants would have been able to seek costs in connection
9 with their defense of the case.

10 80. In terms of my experience in this field, I have been named as Class Counsel in
11 several Class Actions, and have been lead counsel in numerous representative PAGA settlements
12 that have been granted approval, including the following:

13 a. *Joshua Albright, et al. v. Loma Linda Shared Services*, Case No.

14 CIVDS1818361: Class action and PAGA case involving failure to pay wages, meal
15 and rest break violations, and failure to indemnify work related expenses;
16 \$600,000.00 settlement; final approval granted;

17 b. *Tri Nguyen v First Alarm Security & Patrol, Inc.*, Case No. 18CV332369:
18 class action and PAGA case on behalf of security guards involving various wage and
19 hour issues; \$7,250,000 settlement; final approval granted;

20 c. *Ronnie McNeal v. Platinum Security, Inc.*, Case No. 19STCV05709: PAGA
21 action on behalf of security guards involving meal and rest break violations and
22 failure to pay wages in a timely manner; \$300,000 settlement; PAGA settlement
23 approved;

24 d. *Mervyn Cole v. Saucey, Inc.*, Case No. BC707895: class action and PAGA
25 case involving misclassification of employees and other wage and hour issues;
26 \$590,000 settlement; final approval granted;

- e. *James Rushing v. Security Intelligence Specialist Corporation*, Case No. 18-civ-1808, class action and PAGA case on behalf of security guards for breaks and wage statement violations; \$480,000 settlement; final approval granted;
- f. *Anthony Gaines, et al. v. Triple Canopy, Inc.*, 1 Case No. 9CV345169, class action and PAGA case on behalf of approximately 550 security guards relating to meal and rest break violations and other wage and hour issues; \$2,300,000 settlement; final approval granted;
- g. *Veronica Espinoza v. Sharp HealthCare*, Case No. 37-2018-00034031-CU-OE-CTL, class action and PAGA case on behalf of hospital employees relating to meal and rest break violations, among other things; \$2,125,000 settlement; final approval granted;
- h. *Wendy Navarro Garcia v. Widdicombe Enterprises, Inc.*, Case No. 30-2021-01235358-CU-OE-CXC: Class action and PAGA case involving failure to provide compliant meal and rest breaks, failure to pay overtime at the correct regular rate, failure to provide accurate itemized wage statements, and failure to pay all wages due at time of termination; \$1,200,000 settlement; final approval granted;
- i. *Samuel Nudelman v. Heartland Steel Products West LLC*, Case No. STK-CV-UOE-2022-0003348: Class action and PAGA case involving failure to pay overtime at the correct regular rate, unpaid meal and rest period premiums, failure to provide compliant off-premises meal and rest periods, and failure to provide compliant wage statements; \$1,032,500 settlement; final approval granted;
- j. *Renee Bullock v. Atria Management Company, LLC*, et al., Case No. CU22-086285: PAGA case involving failure to provide compliant meal and rest breaks, failure to properly account for non-discretionary bonuses in the regular rate of pay for calculating overtime, failure to provide accurate itemized wage statements, and failure to pay all wages due at time of termination; \$1,695,000 settlement; PAGA approval granted;

1 k. *Robert Anthony Gonzalez v. Golden Gate Bell, LLC*, Case No. MSC21-
2 00956: Class action and PAGA case involving off-the-clock work, failure to
3 reimburse expenses, failure to provide reporting time pay, meal and rest break
4 violations, and various wage statement and penalty claims; \$4,500,000 settlement;
5 final approval granted; and
6 l. *Raul Antonio Castro v. Clay Lacy Aviation, Inc.*, Case No. 21VECV00304:
7 PAGA case involving various wage and hour violations; \$760,000 settlement; PAGA
8 approval granted.

9 **FEES AND COSTS**

10 81. Plaintiff's counsel represents Plaintiff on a straight contingency basis. Plaintiff
11 counsel's request for \$838,333.00 in attorney fees and \$75,000.00 in litigation costs is fair and
12 reasonable.

13 82. Of the \$838,333 (33% of the GSA) in attorney's fees, Mr. Cox, and Mr. Martinez,
14 with Frontier Law Center, counsel for Plaintiff, will receive 70% or \$586,833.10; Blumenthal
15 Nordehaug Bhowmik De Blouw LLP, counsel for Mr. Cox, will receive 22.5% or \$188,624.93; and
16 Gomez Trial Attorneys, APLC, counsel for Ms. Martinez, will receive 7.5% or \$62,874.97.

17 83. Counsels will recover their actual costs from the \$75,000 litigation cost dispersal.

18 84. This award is justified here because Plaintiff's counsel achieved a strong result for
19 the Aggrieved Employees and the State while bearing the substantial burdens of contingency
20 representation.

21 85. The requested fee award is justified by the work performed, especially in a matter as
22 complex as the Action, with its extensive number of Parties, Aggrieved Employees, and PAGA Pay
23 Periods and its long procedural history.

24 86. The requested fee award is justified by the work performed; the fee award represents
25 Frontier's lodestar of \$212,095 and Blumenthal et al.'s lodestar of \$71,555 (total of \$283,650) with
26 a multiplier of 3, which is substantiated based on the amount of work and skill involved to reach all
27 aspects of the settlement.

28 87. A true and correct copy of Frontier's lodestar is attached hereto as Exhibit B.

1 88. Frontier’s litigation costs currently total \$34,913.32; a true and correct copy of the
2 costs is attached as Exhibit C.

3 89. Plaintiff’s counsel requested quotes from two reputable settlement administrators
4 with whom Plaintiff’s counsel had previously worked. The quotes were from Phoenix Class Action
5 Administration Solutions for \$21,500 and CPT Group, Inc. for \$25,000. Plaintiff’s counsel chose
6 the lowest bidder (Phoenix).

7 90. Based on the above, I respectfully request the court to grant the motion to approve
8 the PAGA settlement.

9
10 I declare under penalty of perjury under the laws of the State of California that the foregoing is true
11 and correct.

12 Date: October 15, 2025

/s/ Manny Starr

Exhibit A

PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT AGREEMENT AND RELEASE

This Private Attorneys General Act Settlement Agreement and Release (“Settlement Agreement” or “Settlement”) is entered into by and between Socorro Gonzalez (“Gonzalez”), Trinity Martinez (“Martinez”) and Christopher Cox (“Cox”) (Gonzalez, Martinez and Cox hereafter referred to as “Plaintiffs”), for themselves and as a representative of the State of California with respect to the Aggrieved Employees (as defined in Section 5(a)(5) below) and Levy Premium Foodservice Limited Partnership (“Defendant”), subject to approval by the Court. The term “Party” or “Parties” as used herein shall refer to Plaintiff, Defendant Levy Premium Foodservice Limited Partnership or both, as may be appropriate.

1. **Recitals.** This Settlement Agreement is made with reference to the following facts:

(a) Plaintiffs are current and/or former employees of Defendant.

(b) On May 29, 2023, Frontier Law Center (“Frontier”), submitted a letter on behalf of Gonzalez to the California Labor and Workforce Development Agency (“LWDA”) to notify the LWDA and Defendant pursuant to the Private Attorneys General Act of 2004, California Labor Code section 2698, *et seq.* (“PAGA”) of Plaintiff’s intent to seek civil penalties under PAGA for Defendant’s alleged violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802 and applicable Industrial Welfare Commission Wage Orders, (the “Gonzalez PAGA Notice”);

(c) On April 2, 2024, Blumenthal Nordehaug Bhowmik De Blouw LLP (“BNBD”), submitted a letter on behalf of Gonzalez to the California Labor and Workforce Development Agency (“LWDA”) to notify the LWDA and Defendant pursuant to the Private Attorneys General Act of 2004, California Labor Code section 2698, *et seq.* (“PAGA”) of Plaintiff’s intent to seek civil penalties under PAGA for Defendant’s alleged violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802 and applicable Industrial Welfare Commission Wage Orders, (the “Cox PAGA Notice”);

(d) On August 14, 2023, Gonzalez filed a civil lawsuit asserting a single cause of action under PAGA against Defendant in Los Angeles Superior Court, Case Number 23STCV19334 (“Gonzalez Action”). On October 16, 2023, Defendant and Gonzalez stipulated to arbitrate the individual PAGA claims and commenced an action before JAMS, Case No. 5220004470 (“Gonzalez Arbitration”).

(e) On June 20, 2024, Cox filed a civil lawsuit asserting a single cause of action under PAGA against Defendant in Mono County Superior Court, Case Number 24VCM061 (“Cox Action”). Cox thereafter gave notice of the intent to amend the operative complaint to include Martinez.

(e) On August 28, 2024 and November 25, 2024 the Parties mediated the Gonzalez Action and the Cox Action with Monique Ngo-Bonnici, Esq., and, with the aid of the mediator’s evaluation, the Parties ultimately reached the Settlement described herein to resolve the Gonzalez Action, Gonzalez Arbitration and Cox Litigation in their entirety;

(f) There has been no determination on the merits of the Gonzalez Action, Cox Action or the related PAGA notices but, in order to avoid additional cost and the uncertainty of litigation, the Parties desire to resolve the Gonzalez Action, Cox Action and Released Claims (as defined in Section 8(a) below);

(g) Unless otherwise specified, all citations and references to the Private Attorneys General Act of 2004, California Labor Code § 2698, et seq. (“PAGA”) are to the version of the statute prior to the amendment effective July 1, 2024; the amended statute does not apply to the Litigation and the Settlement pursuant to California Labor Code section 2699(v), as amended, because the PAGA Notice was submitted to the LWDA before June 19, 2024.

(h) As a condition of this Settlement, the Parties agree that: 1) the approval of this Agreement will be made through the court overseeing the Gonzalez Action; 2) that Gonzalez will amend the Gonzalez PAGA Notice to include Cox and Martinez; 3) that Gonzalez shall amend the Gonzalez Action to include Cox and Martinez as named plaintiffs; 4) that Gonzalez will amend the Gonzalez PAGA Notice to include all Release Claims; and 5) upon approval of this Agreement, Cox will take all necessary steps to dismiss the Cox Action with prejudice. The forthcoming filed amended complaint shall be the “Operative Complaint” referenced hereto in the Settlement Agreement.

2. **No Admission of Wrongdoing.** The Parties agree that neither this Settlement Agreement nor the furnishing of the consideration for this Settlement Agreement shall be deemed or construed at any time for any purpose as an admission by the Released Parties of wrongdoing or evidence of any liability or unlawful conduct of any kind.

3. **Consideration.**

(a) In consideration for Plaintiffs signing this Settlement Agreement and complying with its terms, Defendant shall pay the maximum gross sum of Two Million Five Hundred Fifteen Thousand Dollars and Zero Cents (\$2,515,000.00) (the “Total Settlement Amount”) to resolve the Action and Released Claims (as defined herein), which will be paid as follows:

(1) Attorneys’ fees in the amount of One Third (1/3) of the Total Settlement Amount, which is currently estimated to be Eight Hundred Thirty Eight Thousand Three Hundred Thirty-Three Dollars and Zero Cents (\$838,333.00) and reimbursement of litigation costs and expenses in the amount of up to Seventy-Five Thousand Dollars and Zero Cents (\$75,000.00) (collectively, “Attorneys’ Fees and Costs”) to Frontier, BNBD and Gomez Trial Attorneys, APLC (“Gomez”) which Defendant will not contest. In filing an approval motion for this Agreement, Frontier and BNBD shall disclose to the extent necessary the breakdown of the attorneys’ fees: 70% to Frontier and 30% combined to BNBD and Gomez (split 75% to BNBD and 25% to Gomez). The payment of litigation costs and expenses will be to the firm that incurred the expenses.

(2) A service award fee of up to the amount of Ten Thousand Dollars and Zero Cents (\$10,000.00) (“Service Award Fee”) each to Plaintiffs, which Defendant will not contest.

(3) Costs and expenses of administration of the Settlement up to the amount of Twenty-Five Thousand Dollars (\$25,000) (“Settlement Administration Costs”) to a mutually agreed upon settlement administrator (the “PAGA Settlement Administrator”).

(4) The amounts stated in Sections 5(a)(1) – 5(a)(3) above, once approved by the Court, shall be paid from the Total Settlement Amount. The balance remaining after these deductions is referred to as the “Net Settlement Amount.”

(5) Seventy-five percent (75%) of the Net Settlement Amount will be distributed to the LWDA (“LWDA Payment”); and the remaining twenty-five percent (25%) will be distributed to all current and former hourly-paid or non-exempt employees who were employed by Defendant in the State of California during the PAGA Period (the “Aggrieved Employees”). The period September 15, 2022, through April 15, 2025 is the “PAGA Period”. The 25% portion of the Net Settlement Amount payable to Aggrieved Employees is referred to as the “Employees’ Portion.”

(b) The Aggrieved Employees are estimated to have worked approximately 325,000 Compensable Pay Periods. If the actual number of Compensable Pay Periods during the PAGA Period is more than ten percent (10%) above 325,000, Defendant shall have the option of either (i) increasing the Total Settlement Amount by the percentage that the actual number exceeds 357,000 Compensable Pay Periods; or (ii) changing the end date of the PAGA Period to a date for which there are no more than 357,000 Compensable Pay Periods.

(c) Because this is a settlement of PAGA claims for civil penalties only, no portion of the Settlement is allocated to unpaid wages. One Hundred Percent (100%) of the payments for Attorneys’ Fees and Costs, General Release Fee, and the Net Settlement Amount to be paid to the LWDA and Aggrieved Employees as described in Section 5(a) above will be treated and reported for tax purposes as non-wage payments and the PAGA Settlement Administrator will be responsible for issuing IRS Forms 1099 as required.

4. **Court Approval is Required**. Plaintiffs understand and agree that the State of California and Aggrieved Employees, including Plaintiffs, would not receive the consideration specified in Section 3 above and Section 3(a) below, except for Plaintiffs’ execution of this Settlement Agreement, and the fulfillment of the promises contained herein, as well as Court approval of the Settlement. If this Settlement Agreement is not approved by the Court, it shall be null and void.

5. **Disbursal of Settlement Funds**.

(a) Subject to Section 6 below, Defendant shall remit to the PAGA Settlement Administrator the sums described more fully in Section 3(a) above, after all of the following has occurred: (i) the Settlement Agreement is fully executed by all Parties and their counsel; (ii) all amendments to PAGA notice and the Gonzalez Action described above have been made; and (iii) the Court has entered an order approving the Settlement Agreement.

(b) Upon complete distribution of the Total Settlement Amount by the PAGA Settlement Administrator in accordance with this Settlement Agreement, the PAGA Settlement Administrator will notify counsel for Defendant and counsel for Plaintiffs of distribution of the entire Total Settlement Amount.

6. **Approval and Implementation of the PAGA Settlement.**

(a) The Parties are aware that some courts have approved a PAGA settlement and entered an order approving the settlement and judgment and thereafter closed the case, while others have approved a PAGA settlement and entered only an order approving the settlement with later instructions to file a request for dismissal of the action. The Parties agree to cooperate and take any and all steps required by the Court in the Gonzalez Action to implement the settlement and terminate the Action in accordance with this Agreement (i.e., to terminate the Action by way of judgment or dismissal, as appropriate). Moreover, upon approval of this Agreement, Gonzalez shall dismiss the Gonzalez Arbitration with prejudice within 14 calendar days. Gonzalez agrees that from the time of the full execution of this Agreement until court approval of this Agreement, Defendant shall not be responsible for the payment of any arbitration fees and that Gonzalez will request, upon full execution of this Agreement, that any arbitration hearings be taken off calendar and the Gonzalez Arbitration be put in abeyance pending court approval of this Agreement.

(b) The Parties further agree to cooperate in the drafting and/or filing of any further documents and/or filings reasonably necessary to be prepared and/or filed, and to take all steps that may be requested by the Court in order to obtain approval and implementation of this Settlement Agreement, and the payments described in Section 3(a) above.

(c) Court approval of this Settlement Agreement is contingent upon the amendment of administrative notices and civil complaints set forth above.

(d) Frontier or BNBD shall provide a draft of all documents to be submitted in connection with the motion to approve this Settlement Agreement at least seven (7) days prior to filing to Lonnie D. Giamela of Fisher & Phillips LLP ("Defendant's Counsel") for review; Defendant's Counsel will be given an opportunity to comment on the papers prior to their being filed with the Court, and such comments will be implemented to the extent reasonable.

(e) The Parties expressly acknowledge that the Court's approval of the Settlement Agreement is a condition precedent to any payments described in this Settlement Agreement. Therefore, the Parties further acknowledge that, should the Court not grant approval of this Settlement Agreement and/or should the Court refuse to grant judgment or dismissal of the Action and close the Action in accordance with the Settlement, the entirety of this Settlement Agreement shall be null and void.

7. **Payment of Total Settlement Amount / Notice to Recipients.**

(a) Subject to Court approval of this Settlement Agreement, payment of the sums described in Section 3(a) above shall be made by Defendant by transmitting the required sums to a qualified settlement account established by the PAGA Settlement Administrator for administration of this Settlement, within thirty (30) calendar days of the Court's order granting approval of this Settlement Agreement. If the date by which payment by Defendant is due falls on a Saturday, Sunday or legal holiday in the State of California, then the due date shall be extended the next following day which is not a Saturday, Sunday or legal holiday in the State of California.

(b) Each Aggrieved Employee will be entitled to a *pro rata* share of 25% of the Net Settlement Amount (i.e., the Employees' Portion) based upon the number of pay periods they each worked between September 15, 2022, and April 15, 2025 ("Compensable Pay

Periods”), will be calculated by the PAGA Settlement Administrator to confirm calculations of pay periods utilizing data provided by Defendant. Specifically, to calculate each Aggrieved Employee’s share of the Employees’ Portion (“Individual Settlement Share”), the PAGA Settlement Administrator shall: (i) for each Aggrieved Employee, divide the number of Compensable Pay Periods he or she individually credited by the total aggregate number of Compensable Pay Periods credited to all Aggrieved Employees, and then (ii) multiply this amount by the Employees’ Portion to arrive at each Aggrieved Employee’s Individual Settlement Share.

(1) One Hundred Percent (100%) of all Individual Settlement Shares are to be considered penalties and the PAGA Settlement Administrator will not undertake any deductions, withholding, or remittances for local, state, or federal taxes. Aggrieved Employees’ Individual Settlement Shares will be reported on an IRS Form 1099, as required by the IRS.

(c) The PAGA Settlement Administrator shall distribute each Individual Settlement Share by way of check, along with a cover letter (“Cover Letter”) agreed to by the Parties and approved by the Court, in substantially the form attached hereto as “Exhibit A”, in the following manner:

(1) No later than seven (7) calendar days after the Court’s order granting approval of the Settlement, Defendant shall provide the PAGA Settlement Administrator with a list of all Aggrieved Employees (the “Aggrieved Employees List”), containing the following information for each Aggrieved Employee: (i) last known first and last name; (ii) last known address; (iii) Social Security number; (iv) dates of employment as an hourly-paid or non-exempt employee in California during the PAGA Period; and (v) such other information as is necessary for the PAGA Settlement Administrator to calculate Compensable Pay Periods.

(2) The PAGA Settlement Administrator shall conduct one (1) National Change of Address (“NCOA”) search for all individuals identified on the Aggrieved Employees List, and update addresses for Aggrieved Employees to the extent updated addresses are located through the NCOA search.

(3) No later than fourteen (14) calendar days after the PAGA Settlement Administrator receives the Aggrieved Employees List and Total Settlement Amount, the PAGA Settlement Administrator shall mail the agreed-upon Cover Letter and Individual Settlement Share checks (together, the “PAGA Settlement Package”) to all Aggrieved Employees by first-class United States mail. For each PAGA Settlement Package that is returned undeliverable within thirty (30) calendar days of the initial mailing, the PAGA Settlement Administrator shall promptly attempt to locate an alternate, updated address for the Aggrieved Employee at issue, by using a skip-trace search and shall attempt one (1) re-mailing of the PAGA Settlement Package.

(4) The Individual Settlement Share checks issued to Aggrieved Employees shall remain valid for one hundred eighty (180) calendar days, and thereafter, shall be canceled. Funds associated with canceled checks shall be transmitted to the State Controller’s Office Unclaimed Property Division in the name of the Aggrieved Employee(s) at issue and in the amount of his or her respective Individual Settlement Share(s).

(d) No later than fourteen (14) calendar days after the PAGA Settlement Administrator receives the Aggrieved Employees List and Total Settlement Amount, the PAGA Settlement Administrator shall transmit the LWDA Payment to the LWDA.

(e) No later than fourteen (14) calendar days after the PAGA Settlement Administrator receives the Aggrieved Employees List and Total Settlement Amount, the PAGA Settlement Administrator shall transmit the Attorneys' Fees and Costs to Plaintiff's Counsel.

(f) No later than fourteen (14) calendar days after the PAGA Settlement Administrator receives the Aggrieved Employees List and Total Settlement Amount, the PAGA Settlement Administrator shall transmit the Service Award to Plaintiffs.

(g) No later than fourteen (14) calendar days after the PAGA Settlement Administrator receives the Aggrieved Employees List and Total Settlement Amount, the PAGA Settlement Administrator shall transmit the Settlement Administration Costs to itself, only after the PAGA Settlement Packages have been mailed to all Aggrieved Employees.

8. Release of Claims by Plaintiff, Aggrieved Employees, and the State of California.

(a) Upon the date the Court has entered an order approving the Settlement Agreement and full funding of the Total Settlement Amount, and except as to the rights and obligations created by this Settlement Agreement, Plaintiffs and the State of California with respect to Aggrieved Employees, will be deemed to have knowingly and voluntarily released and forever discharged Defendant and its parent corporation, and its affiliates, subsidiaries, divisions, predecessors, insurers, successors and assigns, and its current and former employees, attorneys, officers, directors and agents thereof, both individually and in their business capacities, and their employee benefit plans and programs and the trustees, administrators, fiduciaries and insurers of such plans and programs (collectively, the "Released Parties"), to the full extent permitted by law, of and from the Action and from any and all claims, arising during the PAGA Period, for civil penalties under California Labor Code section 2698, *et seq.* ("PAGA") as well as any interest, fees, and costs available under PAGA, based on the factual allegations in the Operative Complaint, including for failure to pay minimum, regular, and overtime wages, failure to provide compliant meal periods and associated premiums, failure to provide compliant rest periods and associated premiums, failure to timely pay wages during employment, failure to timely pay wages upon termination, failure to provide compliant and accurate wage statements, failure to maintain complete and accurate payroll records, and failure to reimburse necessary business-related expenses and costs, in violation of California Labor Code sections 201, 202, 203, 204, 210, 218, 221, 226(a), 226.7, 246, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802 and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Orders 4-2001 and 7-2001 (collectively, the "Released Claims"). The Released Claims expressly exclude all other claims, including Plaintiffs' Individual Settlement Payments which are subject to separate releases, claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, and California class claims and PAGA claims outside of the PAGA Period.

(b) Plaintiffs' Separate Claims. Pursuant to separate confidential settlement agreements, in addition the Total Settlement Amount, Defendant has agreed to separately pay Plaintiffs to resolve their remaining claims ("Plaintiffs' Individual Settlement Payments"). The Plaintiffs' Individual Settlement Payments will be paid by the Settlement Administrator. The Plaintiffs' Individual Settlement Payments are made in exchange for a general release of all individual claims

arising out of employment with Defendant, including a waiver of any unknown claims pursuant to California Civil Code section 1542.

9. **Governing Law and Interpretation.**

(a) This Settlement Agreement shall be governed and conformed in accordance with the laws of the State of California. Should any non-material provision of this Settlement Agreement be declared illegal or unenforceable by any court of competent jurisdiction and cannot be modified to be enforceable such provision immediately shall become null and void, leaving the remainder of this Settlement Agreement in full force and effect.

(b) In the event of a breach of any provision of this Settlement Agreement, any Party reserves the right to institute an action specifically to enforce any term or terms of this Settlement Agreement or seek damages for breach. In an action to enforce any term or terms of this Settlement Agreement or to seek damages for breach of this Settlement Agreement, the prevailing Party in that action shall be entitled to recover reasonable attorney's fees and costs from the non-prevailing Party.

10. **Amendment.** This Settlement Agreement may not be modified, altered or changed except in writing and signed by both Parties' counsel, wherein specific reference is made to this Settlement Agreement, subject to approval by the Court. The Parties' 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.

11. **Miscellaneous.**

(a) The Parties agree to stay all proceedings in the Action, including with respect to California Code of Civil Procedure section 583.310, except such proceedings necessary to implement and complete the Settlement, pending approval of the Settlement.

(b) This Settlement Agreement may be signed in counterparts, each of which shall be deemed an original, but all of which, taken together shall constitute the same instrument. A signature made on a faxed or electronically transmitted copy of the Settlement Agreement or a signature transmitted by facsimile or electronic mail shall have the same effect as the original signature.

(c) The section headings used in this Settlement Agreement are intended solely for convenience of reference and shall not in any manner amplify, limit, modify or otherwise be used in the interpretation of any of the provisions hereof.

(d) This Settlement Agreement was the result of negotiations between the Parties and their respective counsel under the auspices of mediator Monique Ngo-Bonnici, Esq. In the event of vagueness, ambiguity or uncertainty, this Settlement Agreement shall not be construed against the Party preparing it but shall be construed as if both Parties prepared it jointly, and the Parties may present their disputes to the mediator to resolve any vagueness, ambiguity, or uncertainty.

(e) If Plaintiffs or Defendant fail to enforce this Settlement Agreement or to insist on performance of any term, that failure does not mean a waiver of that term or of the Settlement Agreement. The Settlement Agreement remains in full force and effect anyway.

12. **Binding Agreement.** The Parties warrant that they understand and have full authority to enter into this Settlement, and further intend that this Settlement will be fully enforceable and binding on all Parties and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms under California Code of Civil Procedure § 664.6 and any other applicable statute or law, notwithstanding any mediation confidentiality provisions that otherwise might apply under federal or state law.

13. **Denial of Liability.** The Parties expressly recognize that the making of this Settlement does not in any way constitute an admission or concession of wrongdoing on the part of Defendant. Nothing in this Settlement, nor any action taken in implementation thereof, nor any statements, discussions or communications, nor any materials prepared, exchanged, issued or used during the course of this Action, is intended by the Parties to, nor will any of the foregoing constitute, be introduced, be used or be admissible in any way in any other judicial, arbitral, administrative, investigative or other forum or proceeding, as evidence of any violation of any federal, state or local law, statute, ordinance, regulation, rule or executive order, or any obligation or duty at law or in equity. Notwithstanding the foregoing, this Settlement may be used in any Court proceeding that has as its purpose the interpretation, implementation or enforcement of the Settlement or any orders or judgments of the Court entered into in connection therewith.

14. **Confidential.** The Parties agree that this Settlement is confidential (except for purposes of enforcement) and that no Party will issue any press release nor other public or nonpublic representation regarding the settlement other than as necessary to obtain Court approval and effectuate the terms of the Settlement. The Parties and their counsel agree that they will not initiate or have any contact with the press, respond to any press inquiry, or have any communication with the press about this case.

15. **Enforcement Action.** In the event that one or more of the Parties institutes any legal action, motion, or other proceeding against any other Party or Parties to enforce the provisions of this Settlement Agreement or to declare rights and/or obligations under this Settlement Agreement, the prevailing Party or Parties will be entitled to recover from the non-prevailing Party or Parties reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any action, motion, or other proceeding.

HAVING ELECTED TO EXECUTE THIS SETTLEMENT AGREEMENT, TO FULFILL THE PROMISES, AND TO RECEIVE THE CONSIDERATION SET FORTH ABOVE, PLAINTIFFS AND DEFENDANT, FREELY AND KNOWINGLY, AND AFTER DUE CONSIDERATION, ENTER INTO THIS SETTLEMENT AGREEMENT.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Settlement Agreement as of the date set forth below:

Date: 8/8/2025, 2025

Signed by:

Sacarra Gonzalez

99AAEF9B73A54FE...

PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT AGREEMENT AND RELEASE

Socorro Gonzalez
Individually and On Behalf of
the State of California with Respect to Aggrieved
Employees

Date: 8/11, 2025



Christopher Cox (Aug 11, 2025 09:38:40 PDT)
Christopher Cox
Individually and On Behalf of
the State of California with Respect to Aggrieved
Employees

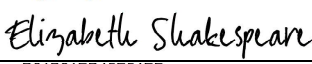
Date: 8/11, 2025



Trinity Martinez (Aug 11, 2025 15:27:06 PDT)
Trinity Martinez
Individually and On Behalf of
the State of California with Respect to Aggrieved
Employees

PREMIUM
LEVY ~~PREMIUM~~ FOODSERVICE LIMITED PARTNERSHIP

Date: August 12, 2025

Signed by:


Name: Elizabeth Shakespeare
Title: Treasurer of its General Partner

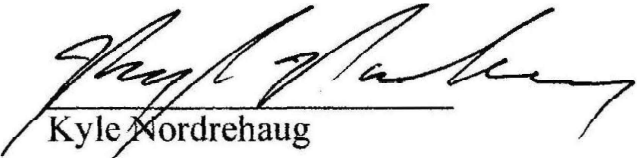
Approved as to form and content.

Date: 8/8/2025, 2025

Frontier Law Center
Signed by:


Manny Starr
Adam Rose
Attorneys for Plaintiff Socorro Gonzalez

Date: August 11, 2025

Blumenthal Nordrehaug Bhowmik De Blouw LLP


Kyle Nordrehaug
Attorneys for Plaintiffs Christopher Cox and Trinity
Martinez

FISHER & PHILLIPS LLP

Date: September 2, 2025

A handwritten signature in black ink, appearing to read "Lonnie D. Giamela", written over a horizontal line.

Lonnie D. Giamela
Lirit King
Attorneys for Defendant
Levy Premium Foodservice Limited Partnership

Exhibit A

<<Mailing Date>>

To: <<First Name>><<Last Name>>
 <<Street Address>>
 <<City>> <<State>> <<Zip>>

Re: Settlement Payment from *Socorro Gonzalez, et. al. v. Levy Premium Foodservice Limited Partnership*; Los Angeles County Superior Court Case No. 23STCV19334

Dear <<First Name>><<Last Name>>:

Please find enclosed a check in the amount of <<amount of payment>> (“Individual Settlement Share”). This check is your payment from the settlement in the lawsuit entitled *Socorro Gonzalez, et. al. v. Levy Premium Foodservice Limited Partnership*; Los Angeles County Superior Court Case No. 23STCV19334 (“Action”).

The lawsuit was filed on August 14, 2023, by Socorro Gonzalez (“Plaintiff”) against her former employer, Levy Premium Foodservice Limited Partnership (“Defendant”) on behalf of the State of California, with respect to herself, and other alleged aggrieved employees, to allege violation of California Labor Code § 2698, *et seq.* (California Labor Code Private Attorneys General Act of 2004) (“PAGA”) for multiple alleged violations of the California Labor Code and Industrial Welfare Commission Wage Orders, including, *inter alia*, for Defendant’s alleged violations of California Labor Code sections 201, 202, 203, 204, 210, 218, 221 226(a), 226.7, 227.3, 246, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802. The Action was later amended to include Trinity Martinez and Christopher Cox as named plaintiffs.

Defendant denies all of Plaintiff’s allegations and denies any wrongdoing of any kind associated with Plaintiff’s allegations.

A settlement was reached between Plaintiffs and Defendant.

On <<Date>>, the settlement was approved by the Court, with a portion to be paid to the LWDA and a portion to be paid to all current and former hourly-paid or non-exempt employees who were employed by Defendant in the State of California during the period September 15, 2022, through April 15, 2025 (“Aggrieved Employees”). The period September 15, 2022 through April 15 2025 is the “PAGA Period”.

You are receiving a portion of the settlement (the enclosed Individual Settlement Share) because you have been identified as an Aggrieved Employee. Your Individual Settlement Share is based on the total number of pay periods that you worked for Defendant in California during the PAGA Period. The Individual Settlement Share is considered to be 100% penalties, which will be reported on an IRS Form 1099. You are responsible for paying any and all taxes that may be due as a result of any payment issued to you under the settlement and should consult a tax advisor regarding the tax consequences of such payment.

Under the settlement, upon the Court’s entry of the order approving the Settlement Agreement on <<date of entry of order by the Court approving the Settlement>> and full funding of the Total Settlement Amount by Defendant, on <<date of full funding>>, Plaintiffs and the State of California with respect to you and other Aggrieved Employees, were deemed to have knowingly and voluntarily released and forever discharged Defendant and Released Parties, to the full extent permitted by law, of and from any and all Released Claims. “Released Parties” means Defendant and its parent corporation, affiliates, subsidiaries, divisions, predecessors, insurers, successors and assigns, and their current and former employees, attorneys, officers, directors and agents thereof, both individually and in their business capacities, and their employee benefit plans and programs and the trustees, administrators, fiduciaries and insurers of such plans and programs. “Released Claims” means any and all claims for civil penalties, arising during the PAGA Period, under California Labor Code section 2698, *et seq.* (“PAGA”) as well as any interest, fees, and costs available under PAGA, based on the factual allegations in the Operative Complaint, including but not limited to, violation of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802.

The enclosed check is valid for 180 days from the original date of issuance and mailing, and if it is not cashed, deposited, or otherwise negotiated within the 180 -day timeframe, it will be canceled, and the funds associated with the canceled check will be transmitted to the State Controller’s Office Unclaimed Property Division in your name and in the amount of your respective Individual Settlement Share.

Do not call or write the Court, Office of the Clerk of the Court, Defendant, or Defendant’s counsel to ask questions about the settlement or to ask tax-related questions. If you have any such questions, you may contact **[PAGA Settlement Administrator]** at **[toll-free phone number]**.

Exhibit B

Time and Fees

for Socorro Gonzalez - Employment Claim - Compass Group USA, Inc. - Charge No.: LWDA-CM-958435-23 Superior Court Case No.: 23STCV19334

Time and Fee entries

Date	Activity	Description	Staff	Duration	Rate	Billable?	Write Off?	Status	Total
10/13/2025		Finalize motion to approve settlement	Adam Rose	4.60	\$850.00	True	No	-	\$3,910.00
10/2/2025		Review minute order	Adam Rose	0.50	\$850.00	True	No	-	\$425.00
9/26/2025		Phone Call To: Socorro Gonzalez	Manny Starr	0.10	\$750.00	True	No	-	\$75.00
9/26/2025		1 message sent/reviewed	Manny Starr	0.10	\$750.00	True	No	-	\$75.00
9/26/2025		Individual Agreement Gonzalez reviewed	Manny Starr	0.10	\$750.00	True	No	-	\$75.00
9/26/2025		Phone Call To: Socorro Gonzalez	Mike Rachmann	0.10	\$650.00	True	No	-	\$65.00
9/25/2025		Further edit motion to approve settlement	Adam Rose	4.90	\$850.00	True	No	-	\$4,165.00
9/25/2025		1 email sent/reviewed regarding Levy Premium Foodservice - PAGA and individual settlement agreements - overdue defense signatures	Mike Rachmann	0.10	\$650.00	True	No	-	\$65.00
9/22/2025		Phone Call To: Socorro Gonzalez	Adam Rose	0.10	\$850.00	True	No	-	\$85.00
9/15/2025		Review draft of motion and supporting documents	Adam Rose	5.10	\$850.00	True	No	-	\$4,335.00
9/15/2025		Phone Call To: Socorro Gonzalez	Adam Rose	0.10	\$850.00	True	No	-	\$85.00
9/15/2025		Phone Call To: Socorro Gonzalez	Adam Rose	0.10	\$850.00	True	No	-	\$85.00
9/15/2025		PAGA Letter Template reviewed	Mike Rachmann	0.10	\$650.00	True	No	-	\$65.00
9/15/2025		Gonzalez S. PAGA Letter reviewed	Mike Rachmann	0.20	\$650.00	True	No	-	\$130.00
9/15/2025		Mediation notes 8.28.24 mediation reviewed	Mike Rachmann	0.40	\$650.00	True	No	-	\$260.00
9/15/2025		Mediation notes - second mediation reviewed	Mike Rachmann	0.10	\$650.00	True	No	-	\$65.00
9/15/2025		Drafted Proposed Order for PAGA Approval	Mike Rachmann	0.20	\$650.00	True	No	-	\$130.00

9/15/2025		Drafted Plaintiff Declaration re PAGA Approval	Mike Rachmann	1.00	\$650.00	True	No	-	\$650.00
9/15/2025		Drafted Starr Declaration	Mike Rachmann	1.50	\$650.00	True	No	-	\$975.00
9/15/2025		Drafted PAGA Approval Motion	Mike Rachmann	6.50	\$650.00	True	No	-	\$4,225.00
9/5/2025		Phone Call From: Socorro Gonzalez	Manny Starr	0.10	\$750.00	True	No	-	\$75.00
9/2/2025		PAGA Letter Template reviewed	Adam Rose	0.10	\$850.00	True	No	-	\$85.00
8/27/2025		Finalize and submit amended PAGA letter	Adam Rose	1.10	\$850.00	True	No	-	\$935.00
8/26/2025		Follow up re: missing signatures for settlement agreements	Adam Rose	0.30	\$850.00	True	No	-	\$255.00
8/26/2025		Review next version of amended PAGA letter	Adam Rose	2.30	\$850.00	True	No	-	\$1,955.00
8/22/2025		Gonzalez S. PAGA Letter 6-15-23 reviewed	Mike Rachmann	0.30	\$650.00	True	No	-	\$195.00
8/15/2025		Review minute order re: settlement	Adam Rose	0.30	\$850.00	True	No	-	\$255.00
8/8/2025		Get plaintiff's signatures for agreements	Adam Rose	0.30	\$850.00	True	No	-	\$255.00
8/8/2025		Phone Call To: Socorro Gonzalez	Adam Rose	0.10	\$850.00	True	No	-	\$85.00
8/8/2025		Phone Call From: Socorro Gonzalez	Manny Starr	0.10	\$750.00	True	No	-	\$75.00
8/7/2025		Individual Agreement Gonzalez created	Mike Rachmann	0.50	\$650.00	True	No	-	\$325.00
8/6/2025		Prepare and file joint status report	Adam Rose	2.20	\$850.00	True	No	-	\$1,870.00
8/6/2025		Complaint Master Template reviewed	Mike Rachmann	0.30	\$650.00	True	No	-	\$195.00
8/5/2025		PAGA Letter Template created, then edited and reviewed	Mike Rachmann	0.70	\$650.00	True	No	-	\$455.00
8/4/2025		Complaint Master Template edited	Mike Rachmann	0.90	\$650.00	True	No	-	\$585.00
8/3/2025		Complaint Master Template edited	Mike Rachmann	0.10	\$650.00	True	No	-	\$65.00
8/1/2025		Phone Call To: Socorro Gonzalez	Adam Rose	0.10	\$850.00	True	No	-	\$85.00
8/1/2025		Phone Call To: Socorro Gonzalez	Adam Rose	0.10	\$850.00	True	No	-	\$85.00
8/1/2025		Complaint Master Template created, then edited	Mike Rachmann	0.90	\$650.00	True	No	-	\$585.00
7/31/2025		Review and edit amended PAGA letter	Adam Rose	3.10	\$850.00	True	No	-	\$2,635.00
7/30/2025		Phone Call To: Socorro Gonzalez	Adam Rose	0.10	\$850.00	True	No	-	\$85.00

7/24/2025		Review correspondence from JAMS re: status	Adam Rose	0.50	\$850.00	True	No	-	\$425.00
7/22/2025		Review revisions to settlement agreements	Adam Rose	2.50	\$850.00	True	No	-	\$2,125.00
7/22/2025		Review of Co-counsel redlines to settlement agreement and individual agreements	Mike Rachmann	0.40	\$650.00	True	No	-	\$260.00
7/17/2025		Emails re: quotes for settlement administration	Mike Rachmann	0.20	\$650.00	True	No	-	\$130.00
7/17/2025		Long Form Settlement Agreement Redlined	Mike Rachmann	1.00	\$650.00	True	No	-	\$650.00
7/17/2025		Gonzalez S. PAGA Letter reviewed	Mike Rachmann	0.10	\$650.00	True	No	-	\$65.00
7/15/2025		Review drafts of settlement agreements	Adam Rose	4.10	\$850.00	True	No	-	\$3,485.00
7/14/2025		Status call with defense	Adam Rose	0.20	\$850.00	True	No	-	\$170.00
7/14/2025		Get signed MOU	Adam Rose	0.50	\$850.00	True	No	-	\$425.00
7/11/2025		Phone Call To: Socorro Gonzalez	Manny Starr	0.10	\$750.00	True	No	-	\$75.00
7/9/2025		Phone Call To: Socorro Gonzalez	Manny Starr	0.10	\$750.00	True	No	-	\$75.00
7/9/2025		1 message sent/reviewed	Manny Starr	0.10	\$750.00	True	No	-	\$75.00
7/8/2025		Review JAMS invoice to defense and calendar deadline	Adam Rose	0.40	\$850.00	True	No	-	\$340.00
7/8/2025		Phone Call To: Socorro Gonzalez	Manny Starr	0.10	\$750.00	True	No	-	\$75.00
7/7/2025		Phone Call To: Socorro Gonzalez	Manny Starr	0.10	\$750.00	True	No	-	\$75.00
7/3/2025		Phone Call To: Socorro Gonzalez	Manny Starr	0.10	\$750.00	True	No	-	\$75.00
7/2/2025		Phone Call To: Socorro Gonzalez	Adam Rose	0.20	\$850.00	True	No	-	\$170.00
7/2/2025		Phone Call To: Socorro Gonzalez	Adam Rose	0.10	\$850.00	True	No	-	\$85.00
6/30/2025		Continue to follow up re: arbitration deadlines	Adam Rose	0.30	\$850.00	True	No	-	\$255.00
6/12/2025		Phone Call To: Socorro Gonzalez	Adam Rose	0.10	\$850.00	True	No	-	\$85.00
6/10/2025		Review revised MOU	Adam Rose	0.70	\$850.00	True	No	-	\$595.00
6/9/2025		Meeting with client to discuss settlement	Adam Rose	4.10	\$850.00	True	No	-	\$3,485.00
6/9/2025		Phone Call To: Socorro Gonzalez	Adam Rose	0.10	\$850.00	True	No	-	\$85.00

6/9/2025		Phone Call To: Socorro Gonzalez	Adam Rose	0.10	\$850.00	True	No	-	\$85.00
6/9/2025		Phone Call To: Socorro Gonzalez	Adam Rose	0.10	\$850.00	True	No	-	\$85.00
6/4/2025		Phone Call To: Socorro Gonzalez	Adam Rose	0.10	\$850.00	True	No	-	\$85.00
6/3/2025		Phone Call To: Socorro Gonzalez	Manny Starr	0.10	\$750.00	True	No	-	\$75.00
6/2/2025		Phone Call To: Socorro Gonzalez	Manny Starr	0.10	\$750.00	True	No	-	\$75.00
5/30/2025		Phone Call To: Socorro Gonzalez	Adam Rose	0.10	\$850.00	True	No	-	\$85.00
5/28/2025		Phone Call From: Socorro Gonzalez	Manny Starr	0.10	\$750.00	True	No	-	\$75.00
5/27/2025		Phone Call To: Socorro Gonzalez	Manny Starr	0.10	\$750.00	True	No	-	\$75.00
5/27/2025		Memo reviewed - HRNG - Post-Arbitration Status Conference	Manny Starr	1.10	\$750.00	True	No	-	\$825.00
5/22/2025		Phone Call To: Socorro Gonzalez	Adam Rose	0.20	\$850.00	True	No	-	\$170.00
5/21/2025		Phone Call To: Socorro Gonzalez	Adam Rose	0.10	\$850.00	True	No	-	\$85.00
5/7/2025		Phone Call To: Socorro Gonzalez	Manny Starr	0.20	\$750.00	True	No	-	\$150.00
5/2/2025		Phone Call To: Socorro Gonzalez	Manny Starr	0.10	\$750.00	True	No	-	\$75.00
5/2/2025		Phone Call To: Socorro Gonzalez	Manny Starr	0.10	\$750.00	True	No	-	\$75.00
4/23/2025		Follow up re: MOU	Adam Rose	0.40	\$850.00	True	No	-	\$340.00
4/23/2025		I-PAGA-01 created	Manny Starr	0.10	\$750.00	True	No	-	\$75.00
4/23/2025		1 email sent/reviewed regarding Levy MOU - CA3212	Manny Starr	0.10	\$750.00	True	No	-	\$75.00
4/23/2025		Memo reviewed - HRNG - Post-Arbitration Status Conference	Manny Starr	0.10	\$750.00	True	No	-	\$75.00
4/23/2025		Review, revise MOU	Manny Starr	2.00	\$750.00	True	No	-	\$1,500.00
4/11/2025		Phone Call To: Socorro Gonzalez	Manny Starr	0.10	\$750.00	True	No	-	\$75.00
4/11/2025		Review, revise MOU	Manny Starr	0.50	\$750.00	True	No	-	\$375.00
4/10/2025		Edit MOU	Adam Rose	2.10	\$850.00	True	No	-	\$1,785.00
4/7/2025		Confirm proposal accepted	Adam Rose	0.30	\$850.00	True	No	-	\$255.00
4/3/2025		Phone Call To: Socorro Gonzalez	Manny Starr	0.10	\$750.00	True	No	-	\$75.00

4/3/2025		Phone Call To: Socorro Gonzalez	Manny Starr	0.30	\$750.00	True	No	-	\$225.00
4/3/2025		Phone Call To: Socorro Gonzalez	Manny Starr	0.10	\$750.00	True	No	-	\$75.00
4/3/2025		Phone Call To: Socorro Gonzalez	Manny Starr	0.10	\$750.00	True	No	-	\$75.00
4/2/2025		Phone Call To: Socorro Gonzalez	Manny Starr	0.10	\$750.00	True	No	-	\$75.00
4/2/2025		Phone Call To: Socorro Gonzalez	Manny Starr	0.60	\$750.00	True	No	-	\$450.00
4/1/2025		Phone Call To: Socorro Gonzalez	Manny Starr	0.10	\$750.00	True	No	-	\$75.00
3/31/2025		Phone Call To: Socorro Gonzalez	Manny Starr	0.10	\$750.00	True	No	-	\$75.00
3/28/2025		Phone Call To: Socorro Gonzalez	Manny Starr	0.10	\$750.00	True	No	-	\$75.00
3/28/2025		Phone Call To: Socorro Gonzalez	Manny Starr	0.10	\$750.00	True	No	-	\$75.00
3/27/2025		Review revised mediator's proposal	Adam Rose	0.80	\$850.00	True	No	-	\$680.00
3/27/2025		Phone Call From: Socorro Gonzalez	Manny Starr	0.20	\$750.00	True	No	-	\$150.00
3/27/2025		Phone Call To: Socorro Gonzalez	Manny Starr	0.10	\$750.00	True	No	-	\$75.00
3/21/2025		Communicate with defense re: upcoming deadlines	Adam Rose	0.30	\$850.00	True	No	-	\$255.00
3/10/2025		Phone Call From: Socorro Gonzalez	Manny Starr	0.20	\$750.00	True	No	-	\$150.00
3/10/2025		Phone Call with Client re Case Options/Discussion attended	Manny Starr	0.50	\$750.00	True	No	-	\$375.00
3/6/2025		Phone Call To: Socorro Gonzalez	Manny Starr	0.10	\$750.00	True	No	-	\$75.00
2/19/2025		Review arbitrator's scheduling notice	Adam Rose	0.40	\$850.00	True	No	-	\$340.00
2/19/2025		Review Gomez case pleadings	Adam Rose	3.10	\$850.00	True	No	-	\$2,635.00
2/14/2025		Levy Compass - JPA v2 MS.pdf reviewed	Manny Starr	0.10	\$750.00	True	No	-	\$75.00
2/14/2025		Matter admin	Manny Starr	0.10	\$750.00	True	No	-	\$75.00
1/31/2025		Review mediator's proposal	Adam Rose	1.20	\$850.00	True	No	-	\$1,020.00
1/29/2025		Prepare discovery stipulation	Adam Rose	3.10	\$850.00	True	No	-	\$2,635.00
1/28/2025		Review defense initial disclosures	Adam Rose	3.40	\$850.00	True	No	-	\$2,890.00
1/28/2025		Prepare Rule 17 disclosures	Adam Rose	3.70	\$850.00	True	No	-	\$3,145.00

1/28/2025		Prepare for status hearing	Adam Rose	0.90	\$850.00	True	No	-	\$765.00
1/28/2025		Post-Arbitration Status Conference (Dept 7) attended	Adam Rose	0.50	\$850.00	True	No	-	\$425.00
1/27/2025		Phone Call To: Socorro Gonzalez	Adam Rose	0.10	\$850.00	True	No	-	\$85.00
1/27/2025		Phone Call To: Socorro Gonzalez	Adam Rose	0.10	\$850.00	True	No	-	\$85.00
1/27/2025		Phone Call To: Socorro Gonzalez	Adam Rose	0.10	\$850.00	True	No	-	\$85.00
1/20/2025		Follow up with defense and file status report	Adam Rose	0.80	\$850.00	True	No	-	\$680.00
1/17/2025		Prepare arbitration status report	Adam Rose	1.20	\$850.00	True	No	-	\$1,020.00
1/15/2025		1 email sent/reviewed regarding Gonzalez v. Compass Group - Follow up	Manny Starr	0.10	\$750.00	True	No	-	\$75.00
1/9/2025		Follow up with mediator	Adam Rose	0.40	\$850.00	True	No	-	\$340.00
1/7/2025		Arbitration Management Conference attended	Adam Rose	0.50	\$850.00	True	No	-	\$425.00
1/6/2025		2 emails sent/reviewed regarding Gonzalez v. Compass Group - Follow up	Manny Starr	0.10	\$750.00	True	No	-	\$75.00
1/6/2025		Mediation notes - second mediation reviewed	Manny Starr	0.10	\$750.00	True	No	-	\$75.00
1/6/2025		Memo edited - Co Counsel	Manny Starr	0.10	\$750.00	True	No	-	\$75.00
1/6/2025		Follow up discussions with mediator	Manny Starr	1.50	\$750.00	True	No	-	\$1,125.00
1/5/2025		1 email sent/reviewed regarding Gonzalez v. Compass Group - Follow up	Manny Starr	0.10	\$750.00	True	No	-	\$75.00
12/16/2024		Get notice of arbitration conference and confirm arbitration order in Gomez case	Adam Rose	0.40	\$850.00	True	No	-	\$340.00
12/12/2024		1 email sent/reviewed regarding Gonzalez v. Compass Group Second Checklist project details	Manny Starr	0.10	\$750.00	True	No	-	\$75.00
12/11/2024		MTC Arb - MPA reviewed	Manny Starr	3.10	\$750.00	True	No	-	\$2,325.00
12/11/2024		2 emails sent/reviewed regarding Gonzalez v. Compass Group Second Checklist project details	Manny Starr	0.10	\$750.00	True	No	-	\$75.00
12/6/2024		Prepare correspondence to arbitrator	Adam Rose	0.50	\$850.00	True	No	-	\$425.00
12/6/2024	001	Internal meeting re: arbitration status	Adam Rose	1.50	\$850.00	True	No	-	\$1,275.00
11/26/2024		Joint Status Conference Statement - Socorro Gonzalez - FINAL reviewed	Manny Starr	0.10	\$750.00	True	No	-	\$75.00
11/25/2024		Further liaison with expert	Adam Rose	1.10	\$850.00	True	No	-	\$935.00

11/25/2024		MEDIATION attended	Adam Rose	4.00	\$850.00	True	No	-	\$3,400.00
11/25/2024		MEDIATION attended	Manny Starr	4.00	\$750.00	True	No	-	\$3,000.00
11/25/2024		Levy Compass - JPA v2 MS.pdf reviewed	Manny Starr	0.10	\$750.00	True	No	-	\$75.00
11/25/2024		Comm and uniform pay example reviewed	Manny Starr	0.10	\$750.00	True	No	-	\$75.00
11/25/2024		Mediation notes - second mediation created, then edited	Manny Starr	1.40	\$750.00	True	No	-	\$1,050.00
11/25/2024		PLT supplemental mediation brief reviewed	Manny Starr	0.20	\$750.00	True	No	-	\$150.00
11/25/2024		4 emails sent/reviewed regarding Gonzalez v. Compass Group Second Checklist project details	Manny Starr	0.30	\$750.00	True	No	-	\$225.00
11/21/2024		Review supplemental mediation brief	Adam Rose	3.20	\$850.00	True	No	-	\$2,720.00
11/21/2024		1 email sent/reviewed regarding Gonzalez v. Compass Group Second Checklist project details	Manny Starr	0.20	\$750.00	True	No	-	\$150.00
11/21/2024		Mediation notes 8.28.24 mediation reviewed	Manny Starr	0.20	\$750.00	True	No	-	\$150.00
11/21/2024		PLT supplemental mediation brief created, then edited	Manny Starr	0.80	\$750.00	True	No	-	\$600.00
11/21/2024		5 emails sent/reviewed regarding Gonzalez v. Compass Group - Follow up	Manny Starr	0.20	\$750.00	True	No	-	\$150.00
11/21/2024		PLT supplemental mediation brief created	Manny Starr	0.10	\$750.00	True	No	-	\$75.00
11/21/2024		Compass Group PAGA Workbook - 2024-11-18 - UPDATED reviewed	Manny Starr	0.10	\$750.00	True	No	-	\$75.00
11/21/2024		Draft supplemental mediation brief, file review	Manny Starr	5.00	\$750.00	True	No	-	\$3,750.00
11/20/2024		1 email sent/reviewed regarding Gonzalez v. Compass Group - Follow up	Manny Starr	0.10	\$750.00	True	No	-	\$75.00
11/18/2024		Review expert's report	Adam Rose	3.10	\$850.00	True	No	-	\$2,635.00
11/18/2024		Prepare for upcoming mediation	Adam Rose	1.10	\$850.00	True	No	-	\$935.00
11/18/2024		5 emails sent/reviewed regarding Gonzalez v. Compass Group Second Checklist project details	Manny Starr	0.20	\$750.00	True	No	-	\$150.00
11/18/2024		1 email sent/reviewed regarding Gonzalez v. Compass Group - negotiation range	Manny Starr	0.10	\$750.00	True	No	-	\$75.00
11/18/2024		5 emails sent/reviewed regarding Gonzalez v. Compass Group - Follow up	Manny Starr	0.20	\$750.00	True	No	-	\$150.00
11/18/2024		Discussions with opposing counsel regarding datapoints, work with expert	Manny Starr	2.00	\$750.00	True	No	-	\$1,500.00

11/14/2024		1 email sent/reviewed regarding Gonzalez v. Compass Group - Follow up	Manny Starr	0.10	\$750.00	True	No	-	\$75.00
11/13/2024		1 email sent/reviewed regarding Gonzalez v. Compass Group - Follow up	Manny Starr	0.10	\$750.00	True	No	-	\$75.00
11/13/2024		1 email sent/reviewed regarding Gonzalez v. Compass Group Second Checklist project details	Manny Starr	0.10	\$750.00	True	No	-	\$75.00
11/11/2024		PLT Mediation Brief - Compass Group 8.26.24 reviewed	Manny Starr	0.10	\$750.00	True	No	-	\$75.00
11/11/2024		1 email sent/reviewed regarding Gonzalez v. Compass Group Second Checklist project details	Manny Starr	0.10	\$750.00	True	No	-	\$75.00
11/11/2024		Prep for and attend prep call with co-counsel	Manny Starr	1.00	\$750.00	True	No	-	\$750.00
11/8/2024		2 emails sent/reviewed regarding Gonzalez v. Compass Group - Follow up	Manny Starr	0.20	\$750.00	True	No	-	\$150.00
11/3/2024		Further work with expert, communication with OC re service charge issue, regular rate analysis	Manny Starr	3.60	\$750.00	True	No	-	\$2,700.00
10/30/2024		Further correspondence re: mediation	Adam Rose	0.20	\$850.00	True	No	-	\$170.00
10/30/2024		Mediation notes 8.28.24 mediation reviewed	Manny Starr	0.60	\$750.00	True	No	-	\$450.00
10/30/2024		5 emails sent/reviewed regarding Gonzalez v. Compass Group Second Checklist project details	Manny Starr	0.20	\$750.00	True	No	-	\$150.00
10/30/2024		Further work with expert, emails to OC re liability, negotiations	Manny Starr	3.50	\$750.00	True	No	-	\$2,625.00
10/28/2024		Prepare correspondence to defense re: mediation	Adam Rose	0.40	\$850.00	True	No	-	\$340.00
10/28/2024		4 emails sent/reviewed regarding Gonzalez v. Compass Group Second Checklist project details	Manny Starr	0.20	\$750.00	True	No	-	\$150.00
10/25/2024		Mediation Brief Shell reviewed	Manny Starr	0.20	\$750.00	True	No	-	\$150.00
10/24/2024		1 email sent/reviewed regarding Gonzalez v. Compass Group Second Checklist project details	Manny Starr	0.20	\$750.00	True	No	-	\$150.00
10/24/2024		Mediation notes 8.28.24 mediation reviewed	Manny Starr	0.10	\$750.00	True	No	-	\$75.00
10/24/2024		1 email sent/reviewed regarding Gonzalez v. Compass Group - negotiation range	Manny Starr	0.30	\$750.00	True	No	-	\$225.00
10/16/2024		Mediation Brief Shell reviewed	Manny Starr	0.10	\$750.00	True	No	-	\$75.00
10/16/2024		Further work with expert on data analysis, seek clarity from OC	Manny Starr	2.20	\$750.00	True	No	-	\$1,650.00
10/15/2024		PLT Mediation Brief - Compass Group 8.26.24 reviewed	Manny Starr	0.10	\$750.00	True	No	-	\$75.00

10/15/2024		Guaranteed pay example reviewed	Manny Starr	0.10	\$750.00	True	No	-	\$75.00
10/15/2024		Working with expert to do additional liability analysis	Manny Starr	10.00	\$750.00	True	No	-	\$7,500.00
10/7/2024		Further liaison with expert	Adam Rose	0.40	\$850.00	True	No	-	\$340.00
9/17/2024		Help to prepare amended PAGA letter	Adam Rose	2.10	\$850.00	True	No	-	\$1,785.00
9/17/2024		Further liaison with expert	Adam Rose	1.10	\$850.00	True	No	-	\$935.00
9/17/2024		Supplemental PAGA Letter_09172024 reviewed	Manny Starr	0.50	\$650.00	True	No	-	\$325.00
9/17/2024		1 email sent/reviewed regarding Compass Group - Liability Analysis	Manny Starr	0.10	\$650.00	True	No	-	\$65.00
9/17/2024		Timesheets 2023 [DEF_000928] edited	Manny Starr	0.10	\$650.00	True	No	-	\$65.00
9/17/2024		PLT Mediation Brief - Compass Group 8.26.24 reviewed	Manny Starr	0.10	\$650.00	True	No	-	\$65.00
9/17/2024		Mediation notes 8.28.24 mediation reviewed	Manny Starr	0.20	\$650.00	True	No	-	\$130.00
9/17/2024		Work on amended PAGA letter	Manny Starr	0.70	\$650.00	True	No	-	\$455.00
9/17/2024		Working with experts to do additional analysis on data, organizing data	Manny Starr	4.50	\$650.00	True	No	-	\$2,925.00
9/16/2024		Provide mediation update to JAMS	Adam Rose	0.80	\$850.00	True	No	-	\$680.00
9/11/2024		Mediation Brief Shell reviewed	Manny Starr	0.10	\$650.00	True	No	-	\$65.00
9/10/2024		Levy Compass - JPA v2 MS.pdf created	Manny Starr	0.10	\$650.00	True	No	-	\$65.00
8/28/2024		Confirm second mediation session	Adam Rose	0.30	\$850.00	True	No	-	\$255.00
8/28/2024		First mediation session	Adam Rose	5.60	\$850.00	True	No	-	\$4,760.00
8/28/2024		MEDIATION (via ZOOM) attended	Adam Rose	8.00	\$800.00	True	No	-	\$6,400.00
8/28/2024		MEDIATION (via ZOOM) attended	Manny Starr	8.00	\$650.00	True	No	-	\$5,200.00
8/28/2024		Timesheets 2024 [DEF_000929] reviewed	Manny Starr	0.40	\$650.00	True	No	-	\$260.00
8/28/2024		1 email sent/reviewed regarding Liability Analysis, PAGA only, Compass Group	Manny Starr	0.10	\$650.00	True	No	-	\$65.00
8/28/2024		2023 11_58am PST - Onboarding intake - Alex Sherman reviewed	Manny Starr	0.10	\$650.00	True	No	-	\$65.00
8/28/2024		Socorro.Complaint.Amended reviewed	Manny Starr	0.10	\$650.00	True	No	-	\$65.00
8/28/2024		Complaint (56) reviewed	Manny Starr	0.10	\$650.00	True	No	-	\$65.00

8/28/2024		2023 Paystubs reviewed	Manny Starr	0.10	\$650.00	True	No	-	\$65.00
8/28/2024		PLT Mediation Brief - Compass Group 8.26.24 reviewed	Manny Starr	0.20	\$650.00	True	No	-	\$130.00
8/28/2024		Mediation notes 8.28.24 mediation created, then edited	Manny Starr	1.30	\$650.00	True	No	-	\$845.00
8/27/2024		Notice of Related Case- Michelle Valenzuela reviewed	Manny Starr	0.10	\$650.00	True	No	-	\$65.00
8/27/2024		Memo created, then reviewed - Further doc review notes	Manny Starr	0.40	\$650.00	True	No	-	\$260.00
8/27/2024		PLT Mediation Brief - Compass Group 8.26.24 reviewed	Manny Starr	0.10	\$650.00	True	No	-	\$65.00
8/27/2024		Further review of informal discovery, prepare for mediation	Manny Starr	5.00	\$650.00	True	No	-	\$3,250.00
8/26/2024		Review draft of mediation brief	Adam Rose	2.80	\$850.00	True	No	-	\$2,380.00
8/26/2024		Phone Call To: Socorro Gonzalez	Manny Starr	0.20	\$650.00	True	No	-	\$130.00
8/26/2024		Phone Call To: Socorro Gonzalez	Manny Starr	0.10	\$650.00	True	No	-	\$65.00
8/26/2024		Phone Call To: Socorro Gonzalez	Manny Starr	0.10	\$650.00	True	No	-	\$65.00
8/26/2024		Mediation Brief Shell created, then reviewed	Manny Starr	0.10	\$650.00	True	No	-	\$65.00
8/26/2024		Ex 2 - Meal and rest policy created	Manny Starr	0.10	\$650.00	True	No	-	\$65.00
8/26/2024		PLT Mediation Brief - Compass Group created	Manny Starr	0.10	\$650.00	True	No	-	\$65.00
8/26/2024		DEFENDANTS' OBJECTIONS_TO_PLAINTIFF MICHELLE VALENZUELA'S NOTICE_OF_TAKING_DEPOSITION_OF_RACHEL_OVERTON_20240124125607 reviewed	Manny Starr	0.10	\$650.00	True	No	-	\$65.00
8/26/2024		Ex 5 - meal violation created, then reviewed	Manny Starr	0.10	\$650.00	True	No	-	\$65.00
8/26/2024		Mediation Brief Shell created, then edited	Manny Starr	2.10	\$650.00	True	No	-	\$1,365.00
8/26/2024		Socorro.Complaint.Amended reviewed	Manny Starr	0.20	\$650.00	True	No	-	\$130.00
8/26/2024		Memo edited - HRNG: Scheduling conference re Related Case	Manny Starr	0.10	\$650.00	True	No	-	\$65.00
8/26/2024		2023 11_58am PST - Onboarding intake - Alex Sherman reviewed	Manny Starr	0.20	\$650.00	True	No	-	\$130.00
8/26/2024		1 email sent/reviewed regarding Socorro Gonzalez v. Compass Group, USA, Inc., et. al.	Manny Starr	0.20	\$650.00	True	No	-	\$130.00
8/26/2024		Ex 5.2 - meal violation created	Manny Starr	0.10	\$650.00	True	No	-	\$65.00

8/26/2024		Memo reviewed - Initial assessment	Manny Starr	0.10	\$650.00	True	No	-	\$65.00
8/26/2024		Pltfs Informal Data Requests for Mediation to Compass Group Data Requests reviewed	Manny Starr	0.30	\$650.00	True	No	-	\$195.00
8/26/2024		Memo created, then edited and reviewed - Case notes	Manny Starr	1.00	\$650.00	True	No	-	\$650.00
8/26/2024		Time Record analysis - Compass Group as of 8.22.24 edited and reviewed	Manny Starr	0.10	\$650.00	True	No	-	\$65.00
8/26/2024		Memo reviewed - HRNG: Arbitration Scheduling Conference	Manny Starr	0.30	\$650.00	True	No	-	\$195.00
8/26/2024		PLT Mediation Brief - Compass Group 8.26.24 created	Manny Starr	0.10	\$650.00	True	No	-	\$65.00
8/26/2024		Ex 6 - meal violations multiple created	Manny Starr	0.10	\$650.00	True	No	-	\$65.00
8/22/2024		Phone Call To: Socorro Gonzalez	Manny Starr	0.10	\$650.00	True	No	-	\$65.00
8/22/2024		1 email sent/reviewed regarding Liability Analysis, PAGA only, Compass Group	Manny Starr	0.20	\$650.00	True	No	-	\$130.00
8/22/2024		Memo edited - Call with liability expert	Manny Starr	0.10	\$650.00	True	No	-	\$65.00
8/21/2024		Get paystub sampling for mediation	Adam Rose	2.10	\$850.00	True	No	-	\$1,785.00
8/21/2024		2022 Paystubs created	Manny Starr	0.10	\$650.00	True	No	-	\$65.00
8/21/2024		2023 Paystubs created	Manny Starr	0.10	\$650.00	True	No	-	\$65.00
8/19/2024		2023 11_58am PST - Onboarding intake - Alex Sherman reviewed	Manny Starr	0.10	\$650.00	True	No	-	\$65.00
8/19/2024		Digital wage statements Socorro Gonzalez v. Compass Group USA, Inc reviewed	Manny Starr	0.20	\$650.00	True	No	-	\$130.00
8/19/2024		Memo created - Call with liability expert	Manny Starr	2.50	\$650.00	True	No	-	\$1,625.00
8/16/2024		Further liaison with expert	Adam Rose	0.60	\$850.00	True	No	-	\$510.00
8/13/2024		Initial liaison with expert for mediation data analysis	Adam Rose	0.50	\$850.00	True	No	-	\$425.00
8/13/2024		Get second set of mediation data	Adam Rose	3.30	\$850.00	True	No	-	\$2,805.00
8/13/2024		Phone Call To: Socorro Gonzalez	Adam Rose	0.10	\$800.00	True	No	-	\$80.00
8/13/2024		Phone Call To: Socorro Gonzalez	Adam Rose	0.10	\$800.00	True	No	-	\$80.00
8/13/2024		Gonzalez S. PAGA Letter 6-15-23 reviewed	Manny Starr	0.40	\$650.00	True	No	-	\$260.00

8/13/2024		2022 CA Handbook, Supp & 2023 New Hire Packet [DEF_000158 - DEF_000306] created	Manny Starr	0.10	\$650.00	True	No	-	\$65.00
8/13/2024		Socorro.Complaint.Amended reviewed	Manny Starr	0.10	\$650.00	True	No	-	\$65.00
8/13/2024		Review additional docs produced informally	Manny Starr	5.00	\$650.00	True	No	-	\$3,250.00
8/13/2024		Coordinating expert for liability analysis	Manny Starr	3.00	\$650.00	True	No	-	\$1,950.00
8/9/2024		Review first set of mediation data	Adam Rose	3.20	\$850.00	True	No	-	\$2,720.00
8/9/2024		1 email sent/reviewed regarding Socorro Gonzalez v. Compass Group USA, Inc.	Manny Starr	0.10	\$650.00	True	No	-	\$65.00
8/9/2024		Notice of Related Case- Socorro Gonzalez reviewed	Manny Starr	0.10	\$650.00	True	No	-	\$65.00
8/9/2024		Review of documents produced informally	Manny Starr	1.50	\$650.00	True	No	-	\$975.00
8/1/2024		Get mediation payment link	Adam Rose	0.20	\$850.00	True	No	-	\$170.00
6/13/2024		Prepare letter with mediation data requests	Adam Rose	1.20	\$850.00	True	No	-	\$1,020.00
3/14/2024		Conference with arbitrator	Adam Rose	0.50	\$850.00	True	No	-	\$425.00
3/14/2024		Scheduling conference re Related Case attended	Adam Rose	0.50	\$800.00	True	No	-	\$400.00
3/6/2024		Get mediation invoices	Adam Rose	0.40	\$850.00	True	No	-	\$340.00
3/5/2024		Confirm selected mediator	Adam Rose	0.30	\$850.00	True	No	-	\$255.00
3/1/2024		Follow up re: scheduling mediation	Adam Rose	0.40	\$850.00	True	No	-	\$340.00
3/1/2024		Follow up re: mediation	Adam Rose	0.40	\$850.00	True	No	-	\$340.00
2/28/2024		Review discovery in Gomez case	Adam Rose	3.70	\$850.00	True	No	-	\$3,145.00
2/26/2024		Continue efforts to set up mediation	Adam Rose	0.30	\$850.00	True	No	-	\$255.00
2/21/2024		Review correspondence from defense about scheduling mediation	Adam Rose	0.40	\$850.00	True	No	-	\$340.00
2/21/2024		Phone Call To: Socorro Gonzalez	Manny Starr	0.10	\$650.00	True	No	-	\$65.00
1/25/2024		Arbitration Management Conference attended	Adam Rose	1.00	\$800.00	True	No	-	\$800.00
1/16/2024		Review correspondence from JAMS re: scheduling order	Adam Rose	0.80	\$850.00	True	No	-	\$680.00
1/3/2024		Confirm status conference off calendar	Adam Rose	0.30	\$850.00	True	No	-	\$255.00

12/27/2023		Finalize joint status conference statement	Adam Rose	0.50	\$850.00	True	No	-	\$425.00
12/26/2023		Prepare joint status conference statement	Adam Rose	0.80	\$850.00	True	No	-	\$680.00
12/26/2023		Set up court connect	Adam Rose	0.30	\$850.00	True	No	-	\$255.00
12/18/2023		Confirm date of arbitration scheduling conference	Adam Rose	0.30	\$850.00	True	No	-	\$255.00
12/13/2023		Get availability for arbitration scheduling call	Adam Rose	0.40	\$850.00	True	No	-	\$340.00
12/6/2023		Get arbitrator assignment of Hon. Kendig	Adam Rose	0.40	\$850.00	True	No	-	\$340.00
11/21/2023		Submitted-Strike List due attended	Adam Rose	0.50	\$800.00	True	No	-	\$400.00
11/17/2023		Review Valenzuela (related case) arbitration motion	Adam Rose	3.10	\$850.00	True	No	-	\$2,635.00
11/15/2023		Confirm CMC off calendar	Adam Rose	0.50	\$800.00	True	No	-	\$400.00
11/13/2023		Confirm commencement of arbitration	Adam Rose	0.40	\$850.00	True	No	-	\$340.00
11/8/2023		Review answer to demand for arbitration	Adam Rose	2.10	\$850.00	True	No	-	\$1,785.00
11/3/2023		Follow up re: selecting and arbitrator	Adam Rose	0.30	\$850.00	True	No	-	\$255.00
11/2/2023		Review notice of intent to arbitrate	Adam Rose	0.50	\$850.00	True	No	-	\$425.00
10/30/2023		Further communications with JAMS re: case facts	Adam Rose	0.40	\$850.00	True	No	-	\$340.00
10/28/2023		Finalize arbitrator rank list	Adam Rose	0.70	\$850.00	True	No	-	\$595.00
10/26/2023		Communicate with JAMS re: case facts	Adam Rose	0.40	\$850.00	True	No	-	\$340.00
10/26/2023		Review notice of related case	Adam Rose	0.80	\$850.00	True	No	-	\$680.00
10/25/2023		Prepare and submit demand for arbitration	Adam Rose	3.10	\$850.00	True	No	-	\$2,635.00
10/24/2023		Follow up with defense re: selecting an arbitrator	Adam Rose	0.30	\$850.00	True	No	-	\$255.00
10/23/2023		Get signed order to arbitrate	Adam Rose	0.30	\$850.00	True	No	-	\$255.00
10/21/2023		Review correspondence re: ranking arbitrators	Adam Rose	0.30	\$850.00	True	No	-	\$255.00
10/19/2023		Confirm added to Case Anywhere document distribution	Adam Rose	0.30	\$850.00	True	No	-	\$255.00
10/19/2023		Phone Call From: Socorro Gonzalez	Adam Rose	0.10	\$800.00	True	No	-	\$80.00
10/19/2023		Phone Call To: Socorro Gonzalez	Adam Rose	0.10	\$800.00	True	No	-	\$80.00

10/12/2023		Get fully signed arbitration stipulation	Adam Rose	0.30	\$850.00	True	No	-	\$255.00
10/11/2023		Finalize and sign arbitration stipulation	Adam Rose	0.40	\$850.00	True	No	-	\$340.00
10/10/2023		Meeting with client to discuss arbitration agreement	Adam Rose	0.90	\$850.00	True	No	-	\$765.00
10/10/2023		Phone Call To: Socorro Gonzalez	Adam Rose	0.30	\$800.00	True	No	-	\$240.00
10/10/2023		Phone Call To: Socorro Gonzalez	Adam Rose	0.10	\$800.00	True	No	-	\$80.00
10/10/2023		2023 11_58am PST - Onboarding intake - Alex Sherman reviewed	Adam Rose	0.10	\$800.00	True	No	-	\$80.00
10/9/2023		Confirm extension to file answer	Adam Rose	0.30	\$850.00	True	No	-	\$255.00
10/9/2023		Phone Call To: Socorro Gonzalez	Adam Rose	0.10	\$800.00	True	No	-	\$80.00
10/9/2023		Phone Call To: Socorro Gonzalez	Adam Rose	0.10	\$800.00	True	No	-	\$80.00
10/3/2023		Follow up re: status conference	Adam Rose	0.30	\$850.00	True	No	-	\$255.00
9/11/2023		Prepare first amended complaint	Adam Rose	1.50	\$850.00	True	No	-	\$1,275.00
9/7/2023		Get signed notice and acknowledgment of receipt	Adam Rose	0.30	\$850.00	True	No	-	\$255.00
9/4/2023		Prepare first amended complaint	Adam Rose	3.60	\$850.00	True	No	-	\$3,060.00
8/25/2023		Review stipulation to stay case	Adam Rose	0.70	\$850.00	True	No	-	\$595.00
8/24/2023		Review letter from defense regarding arbitration agreement	Adam Rose	2.10	\$850.00	True	No	-	\$1,785.00
8/18/2023		Send notice and acknowledgment of receipt to defense	Adam Rose	0.40	\$850.00	True	No	-	\$340.00
8/18/2023		Get notice of CMC	Adam Rose	0.20	\$850.00	True	No	-	\$170.00
8/14/2023		Finalize and file case	Adam Rose	3.40	\$850.00	True	No	-	\$2,890.00
8/9/2023		Update client	Adam Rose	0.40	\$850.00	True	No	-	\$340.00
8/3/2023		Review introductory letter from defense	Adam Rose	0.50	\$850.00	True	No	-	\$425.00
8/1/2023		Case records review for preparing complaint	Adam Rose	3.10	\$850.00	True	No	-	\$2,635.00
6/9/2023		Memo edited - Case eval	Manny Starr	0.10	\$650.00	True	No	-	\$65.00
5/30/2023		Prepare and upload PAGA letter	Adam Rose	2.10	\$850.00	True	No	-	\$1,785.00

5/12/2023		Digital wage statements Socorro Gonzalez v. Compass Group USA, Inc reviewed	Manny Starr	0.10	\$650.00	True	No	-	\$65.00
5/12/2023		2023 11_58am PST - Onboarding intake - Alex Sherman reviewed	Manny Starr	0.10	\$650.00	True	No	-	\$65.00
5/12/2023		Memo edited - Initial assessment	Manny Starr	0.10	\$650.00	True	No	-	\$65.00
5/12/2023		Memo created - Case eval	Manny Starr	0.10	\$650.00	True	No	-	\$65.00
3/17/2023		2023 11_58am PST - Onboarding intake - Alex Sherman reviewed	Manny Starr	0.10	\$650.00	True	No	-	\$65.00
3/17/2023		Memo created - Initial assessment	Manny Starr	0.10	\$650.00	True	No	-	\$65.00
3/17/2023		2023 12_01pm PST - Manual Retainer reviewed	Manny Starr	0.10	\$650.00	True	No	-	\$65.00
3/1/2023	001	Initial case review and evaluation	Manny Starr	0.00	\$550.00	True	No	-	\$550.00
Total - Write offs				0.00	\$0.00				
Total - Unbillable				0.00	\$0.00				
Total - Billable				0.00	\$212,095.00				
Total				269.50	\$212,095.00				

Exhibit C

Expenses

for Socorro Gonzalez - Employment Claim - Compass Group USA, Inc. - Charge No.: LWDA-CM-958435-23 Superior Court Case No.: 23STCV19334

Expense entries

Date	Activity	Description	Staff	Quantity	Price	Billable?	Write Off?	Status	Total
10/10/2025		Individual Settlement Check Mailed - postage	Kaylie Urango	1	\$10.44	True	No	-	\$10.44
9/4/2025		Case_Anywhere_Invoice_451482	Taylor McCarthy	1	\$55.00	True	No	-	\$55.00
9/4/2025		Case_Anywhere_Invoice_438885	Taylor McCarthy	1	\$49.00	True	No	-	\$49.00
9/2/2025		Paga Mail Fee	Theresa Anguiano	2	\$10.44	True	No	-	\$20.88
8/12/2025		One Legal Credit Card Sale_07396689	Taylor McCarthy	1	\$23.44	True	No	-	\$23.44
7/16/2025		PAID - Case_Anywhere_Invoice_426375	Taylor McCarthy	1	\$49.00	True	No	-	\$49.00
7/11/2025		Contact Letter Overnight	Taylor McCarthy	1	\$42.58	True	No	-	\$42.58
6/4/2025		PAID - Case_Anywhere_Invoice_4139381	Taylor McCarthy	1	\$49.00	True	No	-	\$49.00
5/12/2025		PAID - Case_Anywhere_Invoice_401803	Taylor McCarthy	1	\$49.00	True	No	-	\$49.00
4/15/2025		PAID - Case_Anywhere_Invoice_389857	Taylor McCarthy	1	\$49.00	True	No	-	\$49.00
3/20/2025		PAID - Case_Anywhere_Invoice_376158	Taylor McCarthy	1	\$49.00	True	No	-	\$49.00
2/18/2025		PAID - Case Anywhere Invoice 366659	Taylor McCarthy	1	\$55.00	True	No	-	\$55.00
1/21/2025		One Legal Credit Card Sale_06730045	Taylor McCarthy	1	\$23.44	True	No	-	\$23.44
1/10/2025		PAID - Case_Anywhere_Invoice_358649	Taylor McCarthy	1	\$147.00	True	No	-	\$147.00
12/16/2024		Econ One Invoice 26890 - PAID(check)	Kirsten Starr	1	\$8,223.50	True	No	-	\$8,223.50
10/30/2024		Creal & Creal Invoice - expert	Dane Huntsman	1	\$315.00	True	No	-	\$315.00
10/30/2024		Signature Resolution Inv. No. PR40891 - PAID Online CC - mediation	Kirsten Starr	1	\$6,500.00	True	No	-	\$6,500.00
10/21/2024		case anywhere invoice 346755	Dane Huntsman	1	\$147.00	True	No	-	\$147.00

10/21/2024		Econ One Invoice 26691	Dane Huntsman	1	\$5,190.33	True	No	-	\$5,190.33
10/8/2024		Creal & Creal Inv. No. 183128 - CC	Kirsten Starr	1	\$3,543.00	True	No	-	\$3,543.00
8/1/2024		Signature Resolution Inv. No. PR31244 - PAID ONLINE CC	Kirsten Starr	1	\$8,950.00	True	No	-	\$8,950.00
7/16/2024		CaseAnywhere Invoice # 335293 Check	Dane Huntsman	1	\$147.00	True	No	-	\$147.00
5/1/2024		Check- Invoice No. 324359 Case Anywhere LLC	Rosemary Flores	1	\$147.00	True	No	-	\$147.00
1/17/2024		Case_Anywhere_Invoice_314176 Check Payment	Taylor McCarthy	1	\$69.09	True	No	-	\$69.09
10/25/2023		JAMS reference number: 5220004470 - arbitration	Taylor McCarthy	1	\$411.96	True	No	-	\$411.96
9/13/2023		One Legal CC Sale: 05308304	Yasmin Ruiz	1	\$17.66	True	No	-	\$17.66
8/15/2023		One Legal CC Sale: 05229416	Yasmin Ruiz	1	\$465.49	True	No	-	\$465.49
7/6/2023		Gonzalez S. PAGA Letter 7-6-23	Yasmin Ruiz	2	\$8.10	True	No	-	\$16.20
6/15/2023		Gonzalez S. PAGA Letter 6-15-23	Yasmin Ruiz	1	\$8.10	True	No	-	\$8.10
5/31/2023		Gonzalez S. PAGA Letter	Yasmin Ruiz	1	\$8.10	True	No	-	\$8.10
5/31/2023		LWDA Case No. LWDA-CM-958435-23	Mary Mars	1	\$75.00	True	No	-	\$75.00
3/22/2023		client welcome	Taylor May	1	\$7.11	True	No	-	\$7.11
Total - Write offs									\$0.00
Total - Unbillable									\$0.00
Total - Billable									\$34,913.32
Total									\$34,913.32