

1 Adam Rose (210880)
2 adam@frontierlawcenter.com
3 Manny Starr (319778)
4 manny@frontierlawcenter.com
5 Frontier Law Center
23901 Calabasas Road, #2074
6 Calabasas, CA 91302
7 Telephone: (818) 914-3433
8 Facsimile: (818) 914-3433

6 Attorney for Plaintiff
7 Edgar Rangel Rosales

8 SUPERIOR COURT OF CALIFORNIA
9 COUNTY OF SAN MATEO

10 EDGAR RANGEL ROSALES, individually and)
11 on behalf of all similarly situated individuals and)
12 aggrieved employees,)

12 Plaintiff,

13 v.)

14 ALL DAY USA OPERATIONS, LLC, and DOES)
15 1 to 100,)

15 Defendants.)
16

NO. 23-CIV-02945

DECLARATION OF ADAM ROSE IN
SUPPORT OF MOTION TO APPROVE
PAGA SETTLEMENT

Date: February 14, 2025
Time: 2:00 p.m.
Dept: 24

17
18
19 I, Adam Rose, declare the following:

20 1. I am one of the attorneys representing the plaintiff. I have personal knowledge of the facts
21 in this declaration and if called on to testify about the facts I would competently do so.

22 2. Attached as Exhibit A is a true and correct copy of the amended PAGA settlement
23 agreement. The amended settlement agreement reduces the attorney fees to one-third of the gross
24 settlement from 35%, clarifies that ILYM Group is the administrator with costs of \$3,350.

25 3. Attached as Exhibit B is a true and correct copy of the amended proposed letter that will
26 accompany payments to the aggrieved employees.

27 4. Attached as Exhibit C is a true and correct copy of the time spent by me and others at
28 Frontier Law Center on this case, and an itemization of the costs spent on the case.

1 5. I uploaded this declaration containing the settlement agreement at the same time as filing
2 the motion to approve the PAGA settlement.

3 6. To prepare for mediation, Defendant provided the following informal data: 1) a sampling of
4 time records, 2) a sampling of premium payments for missed meal and rest breaks, 3) a sampling of
5 pay data, and 4) an index of class members with start and applicable end dates.

6 7. The data was used to prepare a damages model; during the mediation issues were discussed
7 that merited dismissing the class action allegations without prejudice.

8 8. For the meal periods, Plaintiff's analysis showed a 43.2% violation rate. However as
9 explained above, ADK maintained that it instituted a pause in daily operations to give workers a
10 30-minute meal period, so a more realistic violation rate is 20%. Plaintiff would need to survey the
11 aggrieved employees, and they would need to corroborate the missed meal period allegation, which
12 may or may not be possible. With a 20% violation rate, the adjusted maximum liability for meal
13 period violations is $4,637 \text{ pay periods} \times \$50 \times 0.20 = \$46,370$.

14 9. For the rest periods, ADK maintained that its rest break policy was administered throughout
15 its locations, so Plaintiff would again need to survey the aggrieved employees to determine if they
16 had similar experiences with rest break issues. Assuming one in every five rest breaks was missed,
17 that is a violation rate of 20%. The calculation is $4,637 \text{ pay periods} \times \$100 \times 0.20 = \$92,740$.
18 For the off the clock work, ADK apparently did not maintain a policy requiring work off the clock.
19 Further, assuming there was work off the clock it was off a rather short duration such as five
20 minutes which is roughly 10 percent of an hour. The corresponding calculation is $4,637 \text{ pay periods}$
21 $\times \$50 \times .10 = \$23,185$.

22 10. For the wage statement penalties, Plaintiff would need to show the violations were knowing
23 intentional under Labor Code section 226, subdivision (e). Given ADK's seemingly compliant
24 policies, Plaintiff would need to obtain evidence demonstrating a conscious determination not to
25 list unpaid wages. There is a roughly 50% possibility that Plaintiff could or could not obtain that
26 evidence. Thus, the corresponding calculation is $4,637 \times \$100 \times 0.50 = \$231,850$.

27 11. Thus, based on the arguments in the motion and the attachments to this declaration, I
28 respectfully request the court to grant the renewed motion to approve the PAGA settlement.

1 I declare under penalty of perjury under the laws of the State of California that the foregoing is true
2 and correct.

3 Date: January 21, 2025

/s/ Adam Rose

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Exhibit A

PRIVATE ATTORNEYS GENERAL ACT
AMENDED SETTLEMENT AGREEMENT AND RELEASE

On March 12, 2024, Edgar Rangel Rosales (“Plaintiff” or “PAGA Representative”), for himself and as a representative of the State of California with respect to the Aggrieved Employees (as defined in Section 3(a)(5) below) and All Day USA Operations, LLC (“Defendant”), entered into a Memorandum of Understanding (“MOU”), memorializing their agreement to the principal terms of the settlement discussed herein. The term “Party” as used herein shall refer to Plaintiff or Defendant, and the term “Parties” as used herein shall refer to both Plaintiff and Defendant.

Subject to its terms and conditions and the approval of the Court, based on the terms of the MOU, this Private Attorneys General Act Settlement Agreement and Release (hereinafter the “Settlement,” “Settlement Agreement,” or “Agreement”) is made and entered into by and among the Parties.

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

(a) Plaintiff is a former employee of Defendant. Plaintiff was employed by Defendant from approximately March 8, 2021 through approximately March 15, 2024;

(b) On or about June 26, 2023, Frontier Law Center (“Plaintiff’s Counsel” or “Representative Counsel”), submitted a letter on behalf of Plaintiff to the California Labor and Workforce Development Agency (“LWDA”) and Defendant, to notify the LWDA and Defendant, pursuant to the Private Attorneys General Act of 2004, 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 226(a), 226.7, 510, 512(a), 551, 552, 558, 1194, 2699, and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Orders 4-2001, thereby initiating LWDA Case Number LWDA-CM-964732-23 (the “PAGA Notice”);

(c) On or about June 29, 2023, Plaintiff brought a putative-class action against Defendant in the Superior Court of California, County of San Mateo, entitled *Edgar Rangel Rosales v. All Day USA Operations, LLC*, Case No. 23-CIV-02945 (the “Action”). The initially filed Complaint (the “Original Complaint”) alleges six causes of action: (1) minimum wage violations; (2) overtime violations; (3) meal period violations; (4) rest period violations; (5) wage statement penalties; and (6) violation of the Unfair Competition Law.

(e) On or about June 29, 2023, Plaintiff amended the Original Complaint add a cause of action under the Private Attorneys General Act of 2004 (“PAGA”) (“Operative Complaint”).

(f) On March 12, 2024, the Parties mediated the Action with Michael J. Leob, and, with the aid of the mediator’s evaluation, the Parties ultimately reached the Settlement described herein to resolve the Action in its entirety;

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

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 Plaintiff signing this Settlement Agreement and complying with its terms, Defendant shall pay the maximum gross sum of Ninety-Eight Thousand Dollars and No Cents (\$98,000.00) (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 Thirty-Five Percent (33.3%) of the Total Settlement Amount, which is Thirty-Four Thousand Three Hundred Fifty Dollars and No Cents (\$32,634), and reimbursement of litigation costs and expenses in the amount of up to Thirteen Thousand Dollars and No Cents (\$13,000.00) (collectively, “Attorneys’ Fees and Costs”) to Plaintiff’s Counsel, which Defendant will not contest.

(2) An incentive award of up to the amount of Five Thousand Dollars and No Cents (\$5,000.00) (“Incentive Award”) to Plaintiff, which Defendant will not contest. The incentive award also comprises Plaintiff’s release of all individual claims.

(3) Costs and expenses of administration of the Settlement up to the amount of Three-Thousand Seven Hundred Fifty Dollars (\$3,350.00) (“Settlement Administration Costs”) to ILYM Claims Administrators, LLC (the “PAGA Settlement Administrator”).

(4) The amounts stated in Sections 3(a)(1) – 3(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” and is estimated to be at least approximately Forty-Four Thousand Sixteen Dollars (\$44,016.), subject to increase as provided in Section 3(b).

(5) Seventy-five percent (75%) of the Net Settlement Amount will be distributed to the LWDA, estimated to be approximately Thirty-Three Thousand Twelve Dollars (\$33,012) (“LWDA Payment”); and the remaining twenty-five percent (25%), estimated to be approximately Eleven Thousand Four (\$11,004), will be distributed to the Aggrieved Employees, defined solely for purposes of this Settlement as all persons currently or formerly employed by Defendant as non-exempt, hourly-paid employees within the State of California during the PAGA Period (the “Aggrieved Employees”). The period June 26, 2022 through March 12, 2024 is the “PAGA Period,” subject to Section 3(b). The 25% portion of the Net Settlement Amount payable to Aggrieved Employees is referred to as the “Employees’ Portion.” The average portion for each of the Aggrieved Employees is \$53.67.

(b) The Aggrieved Employees are estimated to consist of approximately two-hundred and five (205) individuals who worked approximately 4,637 PAGA Pay Periods. If the actual number of PAGA Pay Periods during the PAGA Period is more than ten percent (10%), or an additional 464 PAGA Pay Periods worked, the Total Settlement Amount will be increased proportionally by the PAGA Pay Periods in excess of 5,101 PAGA Pay Periods. In the alternative, Defendant may, at its discretion, elect to cut-off the PAGA Period referenced in Section 3(a)(5) on the last date that the Compensable Workweeks do not exceed 4,637 PAGA 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, Incentive Award, and the Net Settlement Amount to be paid to the LWDA and Aggrieved Employees as described in Section 3(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.** Plaintiff understands and agrees that the State of California and Aggrieved Employees, including Plaintiff, would not receive the payments specified in Section 3(a) above, except for Plaintiff's 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 4 above, 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; and (ii) 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 the Parties 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 Action to implement the settlement and terminate the Action, pursuant to settlement (i.e., to terminate the Action by way of judgment or dismissal).

(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) Plaintiff shall comply with all statutory requirements necessary to execute and complete the administration of the Settlement, including providing notice and/or other required submissions of documents and/or information to the LWDA in accordance with Labor Code section 2699(l).

(d) The Parties shall seek to obtain Court approval of this Settlement Agreement by way of an unopposed motion to be filed by Plaintiff's Counsel. Plaintiff's Counsel shall provide a draft of all documents to be submitted in connection with the motion to approve this Settlement Agreement to Shannon B. Nakabayashi and Rob Yang of Jackson Lewis P.C. ("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 based on the Settlement, the entirety of this Settlement Agreement shall be null and void.

(f) Plaintiff agrees to take all necessary actions to dismiss any non-PAGA claims associated with the Action including dismissing without prejudice his putative class action claims by filing a declaration to dismiss the class action allegations without prejudice within seven (7) calendar days of the full execution of this Agreement.

7. **Payment of Total Settlement Amount / Informational Cover Letter 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.

(1) 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 during the PAGA Period ("PAGA Pay Periods"), based on Defendant's payroll records. 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 PAGA Pay Periods he or she individually worked by the total aggregate number of PAGA Pay Periods worked by all Aggrieved Employees, and then (ii) multiply this amount by the Employees' Portion to arrive at each Aggrieved Employee's Individual Settlement Share.

(2) 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.

(3) The Aggrieved Employees shall be solely and legally responsible for correctly characterizing any payment to them pursuant to this Settlement for tax purposes and for paying any taxes on the amounts received. The Aggrieved Employees agree to indemnify and hold the Released Parties harmless from any claim or liability for taxes, penalties, or interest arising as a result of any payment to them pursuant to this Settlement.

(4) All settlement payments to Aggrieved Employees shall be deemed to be paid to such Aggrieved Employees solely in the year in which such payments actually are received by the Aggrieved Employees. It is expressly understood and agreed that the receipt of such settlement payments will not entitle any Aggrieved Employee to additional compensation or benefit plan or agreement in place during the period covered by the Settlement, nor will it entitle any Aggrieved Employee to any increased retirement, 401K benefits or matching benefits, or deferred compensation benefits. It is the intent of this Settlement that the settlement payments provided for in this Settlement are the sole payments to be made by Defendant to the Aggrieved Employees, and that the Aggrieved Employees are not entitled to any new or additional compensation or benefits as a result of having received the settlement payment (notwithstanding any contrary language or agreement in any benefit or compensation plan document that might have been in effect during the period covered by this Settlement).

(b) The PAGA Settlement Administrator shall distribute each Individual Settlement Share by way of check, along with an informational 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 thirty (30) 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) first and last name; (ii) last known address; (iii) last known telephone number and/or email address (if available); (iv) Social Security number; (v) dates worked during the PAGA Period; and (vi) PAGA 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 cy pres organization Bay Area Legal Aid.

(c) 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.

(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 Attorneys' Fees and Costs to Plaintiff's Counsel, unless instructed otherwise by Plaintiff's Counsel. At the request of Plaintiff's Counsel, the PAGA Settlement Administrator may purchase annuities, utilize United States Treasuries and bonds, or utilize any other attorney fee deferral vehicles, and any additional expenses associated with doing so will be paid separately by Plaintiff's Counsel.

(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 Incentive Award to Plaintiff.

(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 Settlement Administration Costs to itself, only after the PAGA Settlement Packages have been mailed to all Aggrieved Employees.

8. Release of PAGA Claims.

(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, Plaintiff and the State of California with respect to Aggrieved Employees, will be deemed to have knowingly and voluntarily released and forever discharged Defendant and any of its present and former parent companies, subsidiaries, divisions, concepts, related or affiliated companies, and its shareholders, officers, directors, employees, agents, attorneys, insurers, successors and assigns, and any individual or entity that could be liable for any of the Released Claims (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 and PAGA Notice, including but not limited to, for failure to pay minimum, regular, reporting time, and overtime wages (including and not limited to, failure to pay overtime at the correct regular rate of pay), 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, failure to provide a day of rest, in violation of California Labor Code sections 226(a), 226.7, 510, 512(a), 551, 552, 558, 1194, 2699, and Industrial

Welfare Commission Wage Orders, including *inter alia*, Wage Orders 4-2001 (collectively, the “Released Claims”).

Plaintiff’s Individual Release

(b) 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, Plaintiff, individually and on behalf of his heirs, executors, administrators, representatives, attorneys, successors and assigns, will be deemed to have knowingly and voluntarily released and forever discharged Released Parties, to the full extent permitted by law, from any and all claims of every nature whatsoever, known or unknown, suspected or unsuspected, which Plaintiff may have now or in the future arising from any act or omission or condition occurring on or prior to the execution of this document (including, without limitation, the future effects of such acts, omissions, or conditions), arising from the allegations in the Operative Complaint, including without limitation, claims arising under federal, state, or local laws for unpaid wages, penalties, liquidated damage, breach of contract, breach of the implied covenant of good faith and fair dealing, infliction of emotional distress, wrongful or retaliatory discharge, harassment, discrimination, defamation, impairment of economic opportunity, and violations of public policy, the Fair Labor Standards Act, the California Labor Code, the California Business and Professions Code, the California Constitution, the Civil Rights Act of 1866, and the Title VII of the Civil Rights Act of 1964. With respect to those claims released by Plaintiff in an individual capacity, Plaintiff acknowledges and waives any and all rights and benefits available under California Civil Code Section 1542, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Plaintiff understands and agrees that claims or facts in addition to or different from those which are now known or believed by him to exist may hereafter be discovered yet are still released through the above general release of all claims. It is Plaintiff’s intention to, upon the date the Court has entered an order approving the Settlement Agreement and full funding of the Total Settlement Amount, settle fully and release all claims which Plaintiff may have now or in the future arising from any act or omission or condition occurring on or prior to the execution of this document (including, without limitation, the future effects of such acts, omissions, or conditions) against the Released Parties, whether known or unknown, suspected or unsuspected. Notwithstanding the above, the general release by Plaintiff shall not extend to claims for workers’ compensation benefits, claims for unemployment benefits, or other claims that may not be released by law.

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.

11. **Miscellaneous.**

(a) Other than Edgar Rangel Rosales, Representative Counsel represents that they are not currently in communication with any current or former employee of Defendant regarding claims against Defendant aside from the Released Claims and that they have no plans to represent anyone in bringing any wage and hour class or PAGA claim against Defendant.

(b) The PAGA Representative and Representative Counsel will keep all terms of this settlement confidential and will not make any public disclosure or social media posting regarding this settlement. The PAGA Representative and Representative Counsel will keep all terms of this settlement confidential and will not make any public disclosure or social media postings of the dispute, the Settlement, or the Confidential Memorandum of Understanding except for what is necessary to obtain approval of this PAGA Settlement from the Court. If comment or information is requested by the media, PAGA Representative and Representative Counsel will provide no information other than direct the media to the public records of the Action on file with the Court. Representative Counsel will take all steps necessary to ensure PAGA Representative is aware of, and will encourage him to adhere to, the restriction against public disclosure and media comment on the Settlement and its terms. Representative Counsel and PAGA Representative agree that this confidentiality term is a material term and that breach of this provision shall be deemed a material breach of this Settlement. The Parties agree that breach of this term shall cause irreparable harm.

(c) 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.

(d) 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.

(e) 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.

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

(f) This Settlement Agreement was the result of negotiations between the Parties and their respective counsel under the auspices of mediator Michael J. Loeb. 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.

(g) If Plaintiff 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.

(h) The Court shall retain jurisdiction over the Parties and this matter to enforce terms of the Settlement Agreement under California Code of Civil Procedure 664.6, including after judgment is entered.

(i) The Parties shall provide the PAGA Settlement Administrator with a copy of the Court's order granting approval of the Settlement, and the Settlement Administrator shall post the Court's order granting approval of the Settlement, as well as a copy of the Operative Complaint and an exemplar Cover Letter, on its website for sixty (60) calendar days. No individualized notice of the Court's order granting approval of the Settlement is required to be provided.

HAVING ELECTED TO EXECUTE THIS SETTLEMENT AGREEMENT, TO FULFILL THE PROMISES, AND TO RECEIVE THE CONSIDERATION SET FORTH ABOVE, PLAINTIFF 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: 12/30/24 | 10:30 PST, 2024

Signed by:

 Edgar Rangel Rosales

Individually and On Behalf of
 the State of California and Aggrieved Employees

ALL DAY OPERATIONS USA, INC.

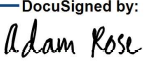
Date: 1/7/2025, 2024


 Ken Chong
 CEO

Approved as to form and content.

FRONTIER LAW CENTER

Date: 12/30/24 | 11:34 PST, 2024

DocuSigned by:

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

Adam Rose
Manny Starr
Attorneys for Plaintiff Edgar Rangel Rosales

JACKSON LEWIS P.C.

Date: 1/8/2025, 2024

Shannon Nakabayashi
Shannon B. Nakabayashi
Robert Yang
Attorneys for Defendant
All Day USA Operations, LLC

EXHIBIT A

Exhibit B



[Date]

Re: Payment From *Edgar Rangel Rosales v. All Day USA Operations, LLC*, San Mateo Superior Court Case No. 22-CIV-02945

Dear <<FIRST_NAME>> <<LAST_NAME>>:

Enclosed you will find a check made payable to you. This is your payment from the settlement of the lawsuit entitled *Edgar Rangel Rosales v. All Day USA Operations, LLC* filed in San Mateo Superior Court (the “Action”).

The Action was filed against Defendant pursuant to the Labor Code Private Attorneys General Act of 2004, Cal. Lab. Code § 2698 *et seq.* (“PAGA”). The Action was brought by a former employee of Defendant on behalf of the State of California and all alleged “aggrieved employees,” defined as all current and former nonexempt employees of Defendant in California between June 26, 2022 and March 12, 2024. You have been identified as one of the employees on whose behalf the case was brought.

The Plaintiff in the Action claimed that Defendant owed civil penalties recoverable under PAGA for alleged violations of the California Labor Code. Defendant denies that it did anything wrong, that it violated the Labor Code or that it owes any civil penalties. The parties agreed to resolve the case. The Court has not ruled on the merits of the Action.

The Court approved the settlement to be paid by Defendant for settlement of the PAGA claim for civil penalties. A portion of that settlement amount goes to the State of California’s Labor and Workforce Development Agency. Another portion of that amount goes to the aggrieved employees. In agreeing to this settlement, Defendant does not admit to any wrongdoing or that it is liable in any way for any civil penalties under PAGA.

Released claims as part of the PAGA settlement include: knowingly and voluntarily released and forever discharging Defendant and any of its present and former parent companies, subsidiaries, divisions, concepts, related or affiliated companies, and its shareholders, officers, directors, employees, agents, attorneys, insurers, successors and assigns, and any individual or entity that could be liable for any of the Released Claims (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 and PAGA Notice, including but not limited to, for failure to pay minimum, regular, reporting time, and overtime wages (including and not limited to, failure to pay overtime at the correct regular rate of pay), 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, failure to provide a day of rest, in violation of California Labor Code sections 226(a), 226.7, 510, 512(a), 551, 552, 558, 1194, 2699, and Industrial Welfare Commission Wage Orders, including inter alia, Wage Orders 4-2001 (collectively, the “Released Claims”).

Pursuant to the settlement, enclosed is a check for your share of a portion of the civil penalties. The amount is calculated based on a pro rata number of pay periods worked during the PAGA period. You are not a party to this lawsuit, but you and the State of California are bound by the settlement. If you have any questions, you can contact the settlement administrator: Phoenix Settlement Administrators, P.O. Box 7208, Orange, CA 92863, Telephone: (800) 523-5773.

Please do not call or write the Court or Office of the Clerk of the Court to ask questions about the settlement.

Exhibit C

Time, Fees and Expenses

for Edgar Alejandro Rangel Rosales - Employment Claim - All Day USA Operations LLC

Time and Fee entries

Date	Activity	Description	Staff	Duration	Rate	Billable?	Write
1/17/2025		Finalize renewed motion	Adam Rose	6.10	\$850.00	True	No
1/13/2025		Memo created, then reviewed - HRNG - CMC	Cynthia Rodriguez	0.10	\$225.00	True	No
1/12/2025		Phone Call To: Edgar Alejandro Rangel Rosales	Adam Rose	0.10	\$850.00	True	No
1/10/2025		CMC (800 North Humboldt, Street, Courtroom H, San Mateo, CA 94401.) attended	Adam Rose	0.50	\$850.00	True	No
1/9/2025		Phone Call To: Edgar Alejandro Rangel Rosales	Adam Rose	0.10	\$850.00	True	No
12/30/2024		Phone Call To: Edgar Alejandro Rangel Rosales	Taylor McCarthy	0.10	\$75.00	True	No
12/30/2024		Rosales v. ADK - Settlement Agreement Amended - PLT Signed created	Taylor McCarthy	0.10	\$75.00	True	No
12/30/2024		1 email sent/reviewed regarding Edgar Rosales v. All Day Kitchens - amended settlement agreement for motion to approve settlement	Taylor McCarthy	0.10	\$75.00	True	No
12/30/2024		1 message sent/reviewed	Taylor McCarthy	0.10	\$75.00	True	No
12/9/2024		MOU (draft) - All Day Operations - final.docx (1) reviewed	Adam Rose	0.10	\$850.00	True	No
11/7/2024		Confirm new CMC date	Adam Rose	0.20	\$850.00	True	No
10/24/2024		Phone Call To: Edgar Alejandro Rangel Rosales	Adam Rose	0.10	\$850.00	True	No
9/26/2024		Phone Call To: Edgar Alejandro Rangel Rosales	Adam Rose	0.10	\$800.00	True	No
9/23/2024		Rosales v. ADK - Mediation Brief (3.12) reviewed	Adam Rose	0.10	\$800.00	True	No
9/20/2024		Motion to Approve PAGA Settlement (Dept: 24) attended	Adam Rose	0.50	\$800.00	True	No
9/19/2024		Review tentative ruling	Adam Rose	0.40	\$850.00	True	No
9/19/2024		Rosales Motion Final reviewed	Manny Starr	0.10	\$650.00	True	No

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8/12/2024		File declaration to dismiss class action allegations	Adam Rose	2.20	\$850.00	True	No
8/6/2024		Refile motion and upload to LWDA website	Adam Rose	2.10	\$850.00	True	No
8/3/2024		Phone Call To: Edgar Alejandro Rangel Rosales	Adam Rose	0.10	\$800.00	True	No
8/2/2024		Phone Call To: Edgar Alejandro Rangel Rosales	Adam Rose	0.10	\$800.00	True	No
8/2/2024		Edgar Alejandro Rangel Rosales - Detailed Summary reviewed	Adam Rose	0.10	\$800.00	True	No
8/1/2024		Continue to add to motion	Adam Rose	1.20	\$850.00	True	No
7/11/2024		Provide further edits to motion	Adam Rose	2.10	\$850.00	True	No
7/1/2024		Phone Call To: Edgar Alejandro Rangel Rosales	Adam Rose	0.20	\$800.00	True	No
7/1/2024		Pay Statements Edgar Rosales 2023 reviewed	Adam Rose	0.10	\$800.00	True	No
6/30/2024		Get new case number	Adam Rose	0.20	\$850.00	True	No
6/26/2024		Revise and file motion	Adam Rose	4.40	\$850.00	True	No
6/26/2024		MOU (draft) - All Day Operations - final.docx (1) reviewed	Adam Rose	0.10	\$800.00	True	No
6/26/2024		Rosales v. ADK - Settlement Agreement reviewed	Adam Rose	0.10	\$800.00	True	No
6/24/2024		Memo created - HRNG - Complex CMC	Cynthia Rodriguez	0.10	\$225.00	True	No
6/21/2024		Confirm new CMC date	Adam Rose	0.30	\$850.00	True	No
6/21/2024		Complex CMC (DEPT 24) attended	Adam Rose	0.50	\$800.00	True	No
6/18/2024		File stipulation to continue CMC	Adam Rose	0.40	\$850.00	True	No
6/18/2024		Revise stipulation to continue CMC	Adam Rose	0.30	\$850.00	True	No
6/17/2024		Obtain hearing date	Adam Rose	0.30	\$850.00	True	No
6/14/2024		Revise CMC statement	Adam Rose	0.30	\$850.00	True	No
6/14/2024		Obtain signatures for settlement agreement	Adam Rose	0.30	\$850.00	True	No
6/14/2024		Obtain final version of settlement agreement	Adam Rose	0.90	\$850.00	True	No
6/14/2024		Rosales v. ADK - Settlement Agreement created	Cynthia Rodriguez	0.10	\$225.00	True	No
6/13/2024		Follow up with defense re: upcoming CMC	Adam Rose	0.30	\$850.00	True	No

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6/5/2024		Follow up with defense re: settlement agreement	Adam Rose	0.20	\$850.00	True	No
5/29/2024		Phone Call To: Edgar Alejandro Rangel Rosales	Adam Rose	0.10	\$800.00	True	No
5/21/2024		Provide edits to settlement agreement	Adam Rose	2.90	\$850.00	True	No
5/16/2024		Inquiries re: client's 401k account	Adam Rose	0.20	\$850.00	True	No
5/1/2024		Review draft of settlement agreement	Adam Rose	3.10	\$850.00	True	No
4/26/2024		Finalize draft of motion	Adam Rose	3.80	\$850.00	True	No
4/16/2024		Follow up with defense re: motion	Adam Rose	0.30	\$850.00	True	No
4/1/2024		Continue to work on motion to approve settlement	Adam Rose	4.10	\$850.00	True	No
3/31/2024		Prepare first draft of motion for approval	Adam Rose	4.50	\$850.00	True	No
3/31/2024		Rosales v. ADK - Mediation Brief (3.12) reviewed	Adam Rose	0.10	\$800.00	True	No
3/31/2024		ADK MED 0001 - CONFIDENTIAL reviewed	Adam Rose	0.30	\$800.00	True	No
3/31/2024		ADK MED 0002 - CONFIDENTIAL reviewed	Adam Rose	0.10	\$800.00	True	No
3/31/2024		MOU (draft) - All Day Operations - final.docx (1) reviewed	Adam Rose	0.10	\$800.00	True	No
3/31/2024		Mediation notes 3.12.24 reviewed	Adam Rose	0.20	\$800.00	True	No
3/31/2024		All-Day - Updated Damages - MAR 12 2024 reviewed	Adam Rose	0.10	\$800.00	True	No
3/12/2024		Revise MOU	Adam Rose	0.80	\$850.00	True	No
3/12/2024		Participate in mediation	Adam Rose	6.40	\$850.00	True	No
3/12/2024		Phone Call From: Edgar Alejandro Rangel Rosales	Adam Rose	0.10	\$800.00	True	No
3/12/2024		Phone Call To: Edgar Alejandro Rangel Rosales	Adam Rose	0.10	\$800.00	True	No
3/12/2024		Phone Call To: Edgar Alejandro Rangel Rosales	Adam Rose	0.10	\$800.00	True	No
3/12/2024		MEDIATION attended	Adam Rose	8.00	\$800.00	True	No
3/12/2024		All-Day - Updated Damages - MAR 12 2024 created	Adam Rose	0.10	\$800.00	True	No
3/12/2024		Phone Call To: Edgar Alejandro Rangel Rosales	Manny Starr	0.10	\$650.00	True	No
3/12/2024		Phone Call From: Edgar Alejandro Rangel Rosales	Manny Starr	0.20	\$650.00	True	No

3/12/2024		Phone Call To: Edgar Alejandro Rangel Rosales	Manny Starr	0.10	\$650.00	True	No
3/12/2024		MEDIATION attended	Manny Starr	8.00	\$650.00	True	No
3/12/2024		Rosales Arb Agreement reviewed	Manny Starr	0.10	\$650.00	True	No
3/12/2024		Mediation notes 3.12.24 created, then edited	Manny Starr	2.30	\$650.00	True	No
3/12/2024		Rosales v. ADK - Mediation Brief (3.12) created	Manny Starr	0.10	\$650.00	True	No
3/12/2024		Edgar Alejandro Rangel Rosales - Analysis reviewed	Manny Starr	0.10	\$650.00	True	No
3/12/2024		Email attachment reviewed - All-Day - Updated Damages - MAR 9 2024	Manny Starr	0.10	\$650.00	True	No
3/12/2024		Phone Call From: Edgar Alejandro Rangel Rosales	Mary Mars	0.10	\$225.00	True	No
3/12/2024		Work with expert re liability analysis	Manny Starr	2.00	\$650.00	True	No
3/11/2024		OT Email Mail 081822 - Edgar rangel Rosales missing overtime 08-01-22 reviewed	Manny Starr	0.10	\$650.00	True	No
3/11/2024		Review file, prepare for mediation	Manny Starr	3.70	\$650.00	True	No
3/11/2024		Called client about mediation	Mary Mars	0.10	\$225.00	True	No
3/10/2024		2 emails sent/reviewed regarding All Day Draft Damage Schedules	Manny Starr	0.10	\$650.00	True	No
3/8/2024		Help work on mediation brief	Adam Rose	3.80	\$850.00	True	No
3/8/2024		Draft mediation brief	Manny Starr	6.50	\$650.00	True	No
3/8/2024		Phone Call To: Edgar Alejandro Rangel Rosales	Manny Starr	0.10	\$650.00	True	No
3/8/2024		All-Day - Draft Damages - MAR 4 2024 created	Manny Starr	0.10	\$650.00	True	No
3/8/2024		2 emails sent/reviewed regarding All day operations	Manny Starr	0.20	\$650.00	True	No
3/8/2024		PLT Mediation Brief created	Manny Starr	0.70	\$650.00	True	No
3/7/2024		Review mediation agreement	Adam Rose	0.60	\$850.00	True	No
3/7/2024		JAMS_Confidentiality_Agreement_Rosales_vs_AI created	Adam Rose	0.10	\$800.00	True	No
3/5/2024		All-Day - Draft Damages - MAR 4 2024 created	Adam Rose	0.10	\$800.00	True	No
3/4/2024		1 email sent/reviewed regarding All day operations	Manny Starr	0.10	\$650.00	True	No

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3/3/2024		2 emails sent/reviewed regarding All day operations	Manny Starr	0.20	\$650.00	True	No
2/29/2024		Liaison with expert re: data	Adam Rose	1.10	\$850.00	True	No
2/28/2024		Initial analysis of mediation data	Adam Rose	3.10	\$850.00	True	No
2/28/2024		ADK MED 0001 - CONFIDENTIAL reviewed	Adam Rose	0.10	\$800.00	True	No
2/28/2024		ADK MED 0002 - CONFIDENTIAL reviewed	Adam Rose	0.10	\$800.00	True	No
2/28/2024		Memo edited - Witnesses	Manny Starr	0.10	\$650.00	True	No
2/28/2024		1 email sent/reviewed regarding All day operations	Manny Starr	0.20	\$650.00	True	No
2/28/2024		Coordinating with expert for data analysis	Manny Starr	2.00	\$650.00	True	No
2/28/2024		Initial review of the class data, questions for opposing counsel	Manny Starr	1.50	\$650.00	True	No
2/27/2024		Reconfirm mediation	Adam Rose	0.50	\$850.00	True	No
2/27/2024		Phone Call To: Edgar Alejandro Rangel Rosales	Adam Rose	0.10	\$800.00	True	No
2/27/2024		Memo created - Witnesses	Manny Starr	0.10	\$650.00	True	No
2/26/2024		Follow up re: missing mediation data	Adam Rose	0.50	\$850.00	True	No
2/21/2024		Pre Mediation Call attended	Adam Rose	0.50	\$800.00	True	No
2/21/2024		Phone Call From: Edgar Alejandro Rangel Rosales	Manny Starr	0.10	\$650.00	True	No
2/21/2024		Phone Call To: Edgar Alejandro Rangel Rosales	Manny Starr	0.10	\$650.00	True	No
2/21/2024		20230911144250700 reviewed	Manny Starr	0.10	\$650.00	True	No
2/21/2024		Memo edited - HRNG re CMC (Complex)	Manny Starr	0.10	\$650.00	True	No
2/21/2024		Prep for and attend pre-mediation call	Manny Starr	2.00	\$650.00	True	No
2/14/2024		Follow up re: mediation data	Adam Rose	0.50	\$850.00	True	No
2/14/2024		Review new mediation timeline	Adam Rose	0.50	\$850.00	True	No
2/12/2024		Review stipulation to continue CMC	Adam Rose	0.50	\$850.00	True	No
2/6/2024		Confirm premediation call	Adam Rose	0.50	\$850.00	True	No
2/6/2024		Reschedule mediation	Adam Rose	0.40	\$850.00	True	No

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2/5/2024		Follow up with defense re: informal data	Adam Rose	0.60	\$850.00	True	No
2/1/2024		Review final version of case management statement	Adam Rose	0.50	\$850.00	True	No
2/1/2024		Internal discussion re: mediation	Adam Rose	0.50	\$850.00	True	No
1/31/2024		Update client	Adam Rose	0.50	\$850.00	True	No
1/31/2024		Phone Call To: Edgar Alejandro Rangel Rosales	Adam Rose	0.10	\$800.00	True	No
1/31/2024		Phone Call To: Edgar Alejandro Rangel Rosales	Adam Rose	0.10	\$800.00	True	No
1/30/2024		Review draft of CMC statement	Adam Rose	1.10	\$850.00	True	No
1/24/2024		Review mediation timeline	Adam Rose	0.50	\$850.00	True	No
1/12/2024		Vacated-CMC- Date of addl or further CASE MANAGEMENT CONF (Complex Case Management Conference) (DEPT 24, 400 County Center, Redwood City, CA 94063) attended	Adam Rose	0.50	\$800.00	True	No
1/4/2024		Get mediation invoice	Adam Rose	0.40	\$850.00	True	No
1/2/2024		Phone Call From: Edgar Alejandro Rangel Rosales	Adam Rose	0.10	\$800.00	True	No
1/2/2024		Phone Call To: Edgar Alejandro Rangel Rosales	Adam Rose	0.10	\$800.00	True	No
1/1/2024		Get new notice of CMC	Adam Rose	0.80	\$850.00	True	No
12/11/2023		Prepare mediation data requests	Adam Rose	1.50	\$850.00	True	No
12/6/2023		Draft informal discovery, review file	Manny Starr	0.50	\$650.00	True	No
12/4/2023		Confirm mediation	Adam Rose	0.30	\$850.00	True	No
12/1/2023		Continue to set up mediation	Adam Rose	0.30	\$850.00	True	No
11/28/2023		Continue to set up mediation	Adam Rose	0.40	\$850.00	True	No
11/16/2023		Continue to set up mediation	Adam Rose	0.30	\$850.00	True	No
11/14/2023		Attempt to set up mediation	Adam Rose	0.40	\$850.00	True	No
11/8/2023		Call with client re: mediation	Adam Rose	0.40	\$850.00	True	No
11/7/2023		Phone Call To: Edgar Alejandro Rangel Rosales	Adam Rose	0.10	\$800.00	True	No

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11/6/2023		Call with defense re: going to mediaton	Adam Rose	0.40	\$850.00	True	No
10/30/2023		Review answer to amended complaint	Adam Rose	2.70	\$850.00	True	No
10/20/2023		Participate in CMC	Adam Rose	2.10	\$850.00	True	No
10/6/2023		Review signed acknowledgement	Adam Rose	0.50	\$850.00	True	No
10/2/2023		Review corporate name change	Adam Rose	0.50	\$850.00	True	No
9/28/2023		Review arbitration agreement	Adam Rose	3.10	\$850.00	True	No
9/28/2023		Finalize and joint statement	Adam Rose	1.40	\$850.00	True	No
9/24/2023		Coordinate meet and confer with defense	Adam Rose	0.50	\$850.00	True	No
9/24/2023		Prepare case management statement	Adam Rose	2.10	\$850.00	True	No
9/24/2023		Prepare and serve discovery	Adam Rose	4.50	\$850.00	True	No
9/24/2023		Case Management Order #1-Rosales reviewed	Adam Rose	0.10	\$800.00	True	No
9/11/2023		Upload amended complaint to LWDA	Adam Rose	0.50	\$850.00	True	No
9/6/2023		Prepare amended complaint	Adam Rose	3.70	\$850.00	True	No
9/4/2023		Edgar Alejandro Rangel Rosales - Transcript reviewed	Adam Rose	0.20	\$800.00	True	No
9/4/2023		Edgar Alejandro Rangel Rosales - Detailed Summary reviewed	Adam Rose	0.10	\$800.00	True	No
8/25/2023		Review introductory email from defense	Adam Rose	0.50	\$850.00	True	No
8/1/2023		Get proof of service, and file proof of service	Adam Rose	0.50	\$850.00	True	No
7/24/2023		Research for new address to serve complaint	Adam Rose	0.70	\$850.00	True	No
7/24/2023		Find new address to serve complaint	Adam Rose	0.50	\$850.00	True	No
7/13/2023		Review personnel file	Adam Rose	3.80	\$850.00	True	No
7/6/2023		Send complaint out for service	Adam Rose	0.40	\$850.00	True	No
7/5/2023		Get notice of CMC	Adam Rose	0.30	\$850.00	True	No
7/5/2023		Review produced paystubs	Adam Rose	1.50	\$850.00	True	No
6/29/2023		Refile case with correction	Adam Rose	0.50	\$850.00	True	No

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6/29/2023		Get filing rejection notice	Adam Rose	0.30	\$850.00	True	No
6/27/2023		Prepare PAGA letter	Adam Rose	3.10	\$850.00	True	No
6/26/2023		Call with client re: case facts	Adam Rose	0.80	\$850.00	True	No
6/26/2023		Edgar Alejandro Rangel Rosales - Brief Summary reviewed	Manny Starr	0.10	\$650.00	True	No
6/26/2023		Edgar Alejandro Rangel Rosales - Analysis reviewed	Manny Starr	0.20	\$650.00	True	No
6/26/2023		Wage statements Edgar Alejandro Rangel Rosales v. All Day USA Operations LLC reviewed	Manny Starr	0.10	\$650.00	True	No
6/20/2023		Initial review of case facts	Adam Rose	1.80	\$850.00	True	No
6/13/2023	001	Initial case review and evaluation	Manny Starr	0.00	\$550.00	True	No
Total - Write offs				0.00			
Total - Unbillable				0.00			
Total - Billable				0.00			
Total				153.30			

Expense entries

Date	Activity	Description	Staff	Quantity	Price	Billable?	Write
6/14/2023		Rosales E. Record Request Letter	Yasmin Ruiz	4	\$8.10	True	No
6/14/2023		Rosales E. Welcome Letter	Yasmin Ruiz	1	\$7.15	True	No
6/27/2023		Rosales E. PAGA Letter	Yasmin Ruiz	1	\$8.10	True	No
6/27/2023		LWDA-CM-964732-23 Rosales E. PAGA Fee	Yasmin Ruiz	1	\$75.00	True	No
6/29/2023		One Legal CC Sale: 05108772	Yasmin Ruiz	1	\$13.33	True	No
6/30/2023		One Legal CC Sale: 05109451	Yasmin Ruiz	1	\$13.33	True	No
6/30/2023		One Legal CC Sale: 05109968	Yasmin Ruiz	1	\$1,464.53	True	No

7/24/2023		UL Inv. 9149287	Yasmin Ruiz	1	\$103.00	True	No
8/1/2023		UL Inv. 9241974	Yasmin Ruiz	1	\$83.00	True	No
8/1/2023		One Legal CC Sale: 05191846	Yasmin Ruiz	1	\$17.06	True	No
9/7/2023		One Legal CC Sale: 05295584	Yasmin Ruiz	1	\$17.06	True	No
9/29/2023		One Legal CC Sale: 05358373	Taylor McCarthy	1	\$17.06	True	No
1/17/2024		Ref #1100117039 Mediation Check	Taylor McCarthy	1	\$500.00	True	No
2/19/2024		JAMS INV NO 6950866 CHECK	Taylor McCarthy	1	\$9,000.00	True	No
3/29/2024		JTC INV 240311 - CHECK	Taylor McCarthy	1	\$1,600.00	True	No
6/21/2024		One Legal Credit Card Sale_06134540	Alina Arama	1	\$39.84	True	No
6/28/2024		One legal Credit Card Sale_06156437	Alina Arama	1	\$15.39	True	No
8/14/2024		One Legal Credit Card Sale_06276374	Dane Huntsman	1	\$39.84	True	No
8/19/2024		One Legal Credit Card Sale_06262506	Dane Huntsman	1	\$111.91	True	No
Total - Write offs							
Total - Unbillable							
Total - Billable							
Total							