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8 Attorneys for Mounu Kiuoleva Lear,
individually and on behalf of all others similarly situated

9
10 **IN THE SUPERIOR COURT OF CALIFORNIA**

11 **COUNTY OF RIVERSIDE**

12 MOUNU KIUOLEVA LEAR, individually and
on behalf of all others similarly situated,

13
14 Plaintiff(s),

15 v.

16 SHALHOUB MANAGEMENT COMPANY,
INC. AND DNS2 MANAGEMENT, LLC; and
17 DOES 1 through 100,

18 Defendants(s).
19

Case No. CVRI2304984

**DECLARATION OF MANNY STARR IN
SUPPORT OF PLAINTIFF'S MOTION
FOR APPROVAL OF PAGA
SETTLEMENT**

Date: November 21, 2024

Time: 8:30 a.m.

Dept: 1

20 **DECLARATION OF MANNY STARR**

21 I, Manny Starr, declare as follows:

22 1. I am an attorney law duly admitted to practice before all courts in the State of California and
23 am the managing partner of Frontier Law Center. I am one of the attorneys of record for Plaintiff
24 Mounu Kiuoleva Lear ("Plaintiff"), on behalf of herself and all other similarly situated and
25 aggrieved employees, in the above-entitled action. I have personal knowledge of the matters set
26 forth herein, and if called upon as a witness to testify thereto, I could and would competently do so.

27 **PROCEDURAL HISTORY**

28 2. On October 11, 2023, Plaintiff uploaded a PAGA letter to the LWDA website and sent the

1 letter by certified mail to Defendants, alleging that Defendants violated the Labor Code with regard
2 to minimum wage violations, overtime violations, meal break violations, rest break violations, wage
3 statement violations, and waiting time penalties.

4 3. A true and correct copy of the original PAGA notice letter is attached hereto as **Exhibit 1**.

5 4. On December 20, 2023, Plaintiff uploaded an amended PAGA letter to the LWDA website
6 and sent the letter by certified mail to Defendants, alleging that Defendants 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. A true and correct copy of amended PAGA notice letter is attached hereto as **Exhibit 2**.

10 6. On September 19, 2023, Plaintiff filed the original class action complaint against
11 Defendants, alleging minimum wage violations, overtime violations, meal period violations, rest
12 period violations, wage statement penalties, waiting time penalties, and violation of Unfair
13 Competition Law.

14 7. A true and correct copy of the complaint is attached hereto as **Exhibit 3**.

15 8. On or around April 24, 2024, Plaintiff filed an amended complaint, alleging PAGA penalties
16 for minimum wage violations, overtime violations, meal period violations, rest period violations,
17 wage statement penalties, and waiting time penalties.

18 9. A true and correct copy of the amended complaint is attached hereto as **Exhibit 4**.

19 10. Thereafter, on July 8, 2024, the Parties in Action participated in a full day of mediation
20 before a neutral, experienced employment, class, and PAGA representative action mediator, David
21 Phillips, Esq.

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

26 12. The case ultimately settled at mediation for \$425,000.

27 13. A true and correct copy of the Settlement Agreement and notice to Aggrieved Employees is
28 attached hereto as **Exhibit 5**.

1 14. Plaintiff submitted a copy of the Settlement and this motion to the LWDA through the
2 LWDA's online filing system in conjunction with filing this motion.

3 **FACTS**

4 15. Defendants operate McDonald's restaurants in and around Riverside County, California.
5 Plaintiff worked at one of Defendant's McDonald's locations from February 8, 2023, through June
6 29, 2023. Plaintiff was employed as a crew member, with her primary duties including working the
7 front register and drive-through window. At all times during her employment, Plaintiff was an
8 hourly, non-exempt employee.

9 16. According to Defendants' records, and extrapolated through the date of mediation, it has
10 employed 2,772 Aggrieved Employees from December 20, 2022, through September 1, 2024, and
11 that there are paychecks issued for a total of approximately 40,000 pay periods worked for that
12 same time period.

13 17. Defendants deny and continue to deny all of Plaintiff's material allegations. Specifically,
14 Defendants contend (1) they did not fail to pay the Aggrieved Employees the minimum, straight
15 time, and/or overtime wages; (2) they paid the Aggrieved Employees for all hours worked; (3) they
16 provided the Aggrieved Employees with all meal periods according to law and/or paid meal period
17 premiums; (4) they provided the Aggrieved Employees with all rest breaks according to law and/or
18 paid rest break premiums; (5) they did not fail to timely pay the Aggrieved Employees wages due
19 and owing during employment and/or upon separation; (6) they provided the Aggrieved Employees
20 with accurate itemized wage statements, consistent with Labor Code Section 226; (7) they properly
21 maintained all payroll records; (9) the PAGA Group is not entitled to penalties under PAGA; and
22 (10) Defendants are not liable for damages, including attorneys' fees and costs of litigation to the
23 Aggrieved Employees.

24 18. Counsel for the Parties have further investigated the applicable law as applied to the facts
25 discovered regarding Plaintiff's claims, the defenses thereto, and the Labor Code violations claimed
26 by Plaintiff. Based on their own independent investigations and evaluations, the Parties and their
27 respective counsel are of the opinion that the Settlement for the consideration and on the terms set
28 forth in this motion are fair, reasonable and adequate and are in the best interests of Plaintiff, the

1 Aggrieved Employees, and Defendants in light of all known facts and circumstances and the risks
2 inherent in litigation.

3 19. The Parties further recognize that the issues presented in the Representative PAGA Claim
4 are likely only to be resolved with extensive and costly pretrial and trial proceedings, and that
5 further litigation will cause inconvenience, distraction, disruption, delay, and expense
6 disproportionate to the maximum potential benefits.

7 20. Plaintiff's theory of liability centers on Defendant's alleged failure to provide compliant meal
8 breaks to employees at its McDonald's locations due to understaffing and a high-pressure work
9 environment.

10 21. Plaintiff, representing the Aggrieved Employees, reports missing meal breaks approximately
11 2-3 times per week, indicating a pattern of non-compliance.

12 22. The violations allegedly stem from insufficient staffing levels, pressure to take late breaks
13 after the fifth hour of work, interruptions during breaks, lack of clear policy communication, and
14 management resistance to break requests.

15 23. Plaintiff alleges that Defendant failed to provide compliant rest breaks to employees at its
16 McDonald's locations through three primary mechanisms.

17 24. First, Plaintiff alleges that employees were required to remain on premises during their 10-
18 minute breaks, directly violating the prohibition on any restraint on employees during rest breaks.

19 25. Second, Plaintiff alleges that the high-pressure work environment and persistent
20 understaffing created an implicit expectation that employees should forego their rest breaks to
21 maintain operational efficiency.

22 26. Plaintiff reports missing approximately 2 rest breaks per week, with many others being
23 interrupted by work-related tasks.

24 27. Third, Plaintiff alleges that management failed to clearly communicate and enforce rest
25 break policies, leading to confusion and inconsistent practices across locations.

26 28. Plaintiff alleges that the Aggrieved Employees were not compensated for all hours worked,
27 including hours worked off the clock and during periods when they were required to work through
28 their meal breaks while clocked out.

1 29. Defendants contend that any off-the-clock work or work performed during meal breaks was
2 neither authorized nor required by company policy. Defendants assert that employees were
3 instructed to accurately record all hours worked and that any instances of off-the-clock work were
4 due to individual choices rather than systemic issues or directives from management.

5 30. Plaintiff alleges that Defendants failed to pay overtime wages when Aggrieved Employees
6 worked in excess of the standard hours, including periods of off-the-clock work and instances when
7 they were required to work through their meal breaks without proper compensation.

8 31. Defendants contend that any off-the-clock work or overtime hours were neither authorized
9 nor required by company policy. Defendants assert that employees were instructed to accurately
10 record all hours worked, including overtime, and that any failure to compensate overtime was due to
11 the Aggrieved Employees not following company procedures rather than systemic issues or
12 directives from management.

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

14 32. I have substantial experience in class action and PAGA litigation, particularly in the area of
15 employment law. Over the course of my legal career, I have represented thousands of plaintiffs in
16 employment law litigation, both on an individual and class action basis.

17 33. Based on my experience, I believe that the settlement reached in this matter is fair,
18 reasonable, and adequate.

19 34. This case settled for \$425,000, which is an excellent result given the inherent risks of
20 litigation, and in light of the facts of this case.

21 35. Based on Defendant's estimate of 40,000 pay periods during the relevant time frame, and
22 assuming a conservative violation rate of 50% based on the combined rates of missed, late, and
23 short meal periods, the maximum potential liability calculation would be: 20,000 violations (50% of
24 pay periods) × \$50 PAGA penalty = \$1,000,000 in potential penalties.

25 36. Time record analysis shows minimal violation rates: only 0.2% for missed first meal
26 periods, 6.0% for late first meal periods, and 0.2% for short first meal periods. Defendant maintains
27 that any non-compliant meal periods were due to employees' voluntary choices rather than company
28 policy or practice. Furthermore, Defendant has already paid \$53,590.12 in meal period premiums

1 during the PAGA period, demonstrating both good faith compliance efforts and remediation of
2 violations.

3 37. Given these substantial defenses, the low violation rates, documented compliance efforts,
4 and premiums already paid, a risk adjustment of 5% of the maximum potential liability is
5 appropriate. Therefore, the risk-adjusted liability is calculated as $\$1,000,000 \times 5\% = \$50,000$.

6 38. Based on Defendant's estimate of 40,000 pay periods during the relevant time frame, while
7 Plaintiff alleges that the on-premises requirement affected all rest breaks (which would implicate
8 100% of pay periods), this practice is not explicitly stated in Defendant's written policies and would
9 be challenging to prove on a systematic basis. Therefore, using a more conservative violation rate of
10 50% based on the alleged patterns of missed and short rest periods, the maximum potential liability
11 calculation would be: 20,000 violations (50% of pay periods) $\times$ \$100 PAGA penalty = \$2,000,000
12 in potential penalties. This rate accounts for both documented violations and the potential broader
13 impact of the alleged on-premises practice, while acknowledging the evidentiary challenges in
14 establishing such a practice as company policy.

15 39. Time record analysis shows minimal violation rates: only 0.6% for missed rest breaks and
16 3.0% for short breaks. Further, Defendant maintains that it has compliant written rest break policies,
17 that any missed breaks were voluntary, and that employees were free to leave the premises during
18 breaks.

19 40. Given these substantial defenses, the low violation rates, and the inherent difficulties in
20 proving rest break violations, a risk adjustment of 5% of the maximum potential liability is
21 appropriate. Therefore, the risk-adjusted liability is calculated as $\$2,000,000 \times 5\% = \$100,000$.

22 41. Penalties for minimum wage violations are assessed at \$100 for each underpaid Aggrieved
23 Employee for each pay period in which the employee is underpaid. While there are an estimated
24 40,000 pay periods during the relevant timeframe, a conservative estimate of 20,000 pay periods
25 with potential violations, consistent with the approach used for meal and rest break violations. This
26 results in a maximum potential liability calculation of 20,000 pay periods $\times$ \$100 penalty =
27 \$2,000,000 in potential penalties.

28 42. Given the substantial defenses presented by Defendant and the challenges in proving

widespread minimum wage violations, a risk adjustment of 5% of the maximum potential liability is appropriate. Therefore, the risk-adjusted liability is calculated as $\$2,000,000 \times 10\% = \$200,000$.

43. Penalties for overtime violations are assessed at \$50 for each underpaid employee for each pay period in which a violation occurred. Although there are an estimated 40,000 pay periods during the PAGA Period, Plaintiff conservatively estimates 20,000 pay periods with potential violations, consistent with the approach used for previous claims. This results in a maximum potential liability calculation of $20,000 \text{ pay periods} \times \$50 \text{ penalty} = \$1,000,000$ in potential penalties. Given the defenses presented by Defendant and the challenges in proving widespread overtime violations, a risk adjustment of 5% of the maximum potential liability is appropriate. Therefore, the risk-adjusted liability is calculated as $\$1,000,000 \times 5\% = \$50,000$.

44. The wage statement violations are derivative of the unpaid time and meal and rest break violations.

45. Assuming a violation on every single wage statement over the 40,000 pay periods at issue, the maximum theoretical value of this claim is $(40,000 \times \$100 \text{ per initial violation}) \$4,000,000$.

46. Defendants could counter that any alleged omission of information from the wage statements was not knowing and intentional, which could negate wage statement penalties.

47. Plaintiff estimates that the risk-adjusted liability on this claim is only 10% of its maximum value, or \$400,000.

48. Based on the data regarding the number of Aggrieved Employees who are no longer employed by Defendants, and the Aggrieved Employees' average rates of pay, Plaintiff estimates the maximum liability for the estimated 1,500 former employees to be \$150,000 at \$100 per Aggrieved Employee.

49. In addition, much like the wage statement claims, Defendants will likely argue that the failure to pay was not willful, that it disputes that any wages were due, that violations were minimal, and that the Aggrieved Employees were not following company procedure.

50. Given this double risk of losing on liability, Plaintiff evaluates the risk-adjusted value of this claim to be 10% or \$15,000.

1 51. The payments to each Aggrieved Employee will depend on the number of pay periods
2 worked by each Aggrieved Employee during the PAGA Period. Of the \$425,000, 75% will be paid
3 to the Labor and Workforce Development Agency (LWDA), and 25% will be distributed to the
4 aggrieved employees. In addition, \$148,750 (35% of the gross settlement) is attributed to attorney
5 fees, \$11,500 is attributed to costs, \$12,750 for settlement administration, and \$10,000 is the
6 requested PAGA representative enhancement. This means that of the \$425,000 gross settlement,
7 after the deductions above, the net settlement amount is \$60,500. The raw average that each
8 aggrieved employee will receive is approximately \$21.82.

9 52. The settlement for each aggrieved employee is fair, reasonable, and adequate, given the
10 inherent risks of litigation and the costs of pursuing such litigation, discussed above.

11 53. While the settlement of \$425,000 is approximately 4.2% of the theoretical maximum
12 liability based on the claims as plead, it represents a more realistic 52% of the \$815,000 risk-
13 adjusted value of the case based on Defendants' time record analysis and mitigation – an excellent
14 result.

15 54. The PAGA settlement and its terms are fair, just, reasonable, adequate, and equitable to
16 Defendants, Plaintiff, and the State, especially in light of the current economic climate, and are the
17 product of good faith, and informed arms-length negotiations between the Parties consistent with
18 public policy and fully comply with applicable provisions of law.

19 55. Considering the general risks of litigation, such as the time-value of money, degradation of
20 witness memory over time, inability to find witnesses, etc., Plaintiff is confident that she has
21 achieved an excellent result for the aggrieved employees.

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

23 57. The stated purpose of PAGA is to punish and deter, and PAGA's purpose is effectuated by
24 way of this settlement, with Defendant paying out a sum total of \$425,000 in conjunction with this
25 lawsuit. Therefore, the total amount attributed to PAGA penalties under this settlement of \$425,000
26 is fair and reasonable.

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

ATTORNEY'S EXPERIENCE

59. I have spent significant time researching and pursuing the claims that have been alleged in this action. The Parties engaged in a significant amount of informal discovery and engaged experts. The parties engaged in arm's length negotiations through an experienced employment law mediator. Based on my review of all the documents and information and based on my experience in complex class and representative employment litigation, I believe this settlement to be fair, adequate, and reasonable.

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

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

a. *Joshua Albright, et al. v. Loma Linda Shared Services*, Case No. CIVDS1818361:

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

b. *Tri Nguyen v First Alarm Security & Patrol, Inc.*, Case No. 18CV332369: class

action and PAGA case on behalf of security guards involving various wage and hour issues; \$7,250,000 settlement; final approval granted;

c. *Ronnie McNeal v. Platinum Security, Inc.*, Case No. 19STCV05709: PAGA action

on behalf of security guards involving meal and rest break violations and failure to pay wages in a timely manner; \$300,000 settlement; PAGA settlement approved;

- d. *Mervyn Cole v. Saucey, Inc.* Case No. BC707895: class action and PAGA case involving misclassification of employees and other wage and hour issues; \$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. MSC21-00956: Class
2 action and PAGA case involving off-the-clock work, failure to reimburse expenses, failure
3 to provide reporting time pay, meal and rest break violations, and various wage statement
4 and penalty claims; \$4,500,000 settlement; final approval granted; and

5 l. *Raul Antonio Castro v. Clay Lacy Aviation, Inc.*, Case No. 21VECV00304: PAGA
6 case involving various wage and hour violations; \$760,000 settlement; PAGA approval
7 granted.

8 FEES AND COSTS

9 62. Plaintiff's counsel represents Plaintiff on a straight contingency basis. Plaintiff counsel's
10 request for \$148,750.00 in attorney fees and \$11,500.00 in litigation costs is fair and reasonable.

11 63. This award is justified here because Plaintiff's counsel achieved a strong result for the
12 Aggrieved Employees and the State while bearing the substantial burdens of contingency
13 representation.

14 64. Plaintiff's counsel's lodestar amount is very close to the actual fee requested and is less than
15 the generally awarded multiplier of 2. The requested fee award is justified by the work performed;
16 the fee award represents Plaintiff's counsel's current lodestar of \$82,155 with a reasonable
17 multiplier of 1.8, with additional work to be performed such that the multiplier will ultimately be
18 less than 1.8. A true and correct copy of Plaintiff's current lodestar is attached hereto as **Exhibit 6**.

19 65. The litigation costs expended to aid in the representation of the Aggrieved Employees
20 include the following: Certified Mail costs of \$17.06 for the PAGA notice to Defendant, \$75 filing
21 fee for filing the PAGA notice with the LWDA, a mediation fee of \$7,450.00 (for Plaintiff's portion
22 of the mediation), \$2,800 in expert fees, \$160 in docket fees, and other filing, mail, and access fees
23 of \$995. All of these costs are documented and reasonably incurred. A true and correct copy of
24 Plaintiff's current costs is attached hereto as **Exhibit 7**.

25 66. Plaintiff's counsel requested quotes from two reputable settlement administrators with
26 whom Plaintiff's counsel had previously worked. The quotes were from Phoenix Class Action
27 Administration Solutions for \$12,750 and CPT Group, Inc. for \$16,000. Plaintiff's counsel chose
28 the lowest bidder.

1 I declare under penalty of perjury under the laws of California that the above is true and
2 correct. Executed on October 29, 2024, in Calabasas, California

3
4 DATED: October 29, 2024

5 /s/ Manny Starr

6 MANNY STARR

7 Attorney for Plaintiff
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Exhibit 1



October 11, 2023

Via Online Filing

<http://www.dir.ca.gov/private-attorneys-general-act/private-attorneys-general-act.html>

Via Certified Mail

DNS2 Management, LLC
77828 Wolf Rd., #200
Palm Desert, CA 92211

Shalhoub Management Company, Inc.
77828 Wolf Rd., #200
Palm Desert, CA 92211

Subject: *Mounu Lear v. DNS2 Management, LLC and Shalhoub Management Company, Inc.*

Dear Representative:

This office represents Mounu Lear ("Plaintiff") in connection with Labor Code violation claims related to employment with DNS2 Management, LLC and Shalhoub Management Company, Inc. ("Employers"). Employers operate McDonald's restaurants in and around Coachella Valley. There are locations in Manteca and Anaheim; Plaintiff worked in a nonexempt capacity at the Manteca location.

During Plaintiff's employment with Employers, she was subjected to at least one of the Labor Code violations alleged in this letter. Therefore Plaintiff intends to seek PAGA penalties on behalf of herself and all other nonexempt employees in California ("Aggrieved Employees") who were subjected to any of the Labor Code violations during the PAGA period. The PAGA period begins one year prior to the date of this letter and, because the violations alleged herein are ongoing, the PAGA period extends beyond the date of this letter.

Minimum Wage Violations

Labor Code section 1197 and the applicable Wage Order require an employer to pay an employee no less than the minimum wage for all hours worked.

Off the Clock Work

Employers did not pay Plaintiff and the Aggrieved Employees the minimum wage for all hours worked because they were required to perform work while off the clock.

Applicable Civil Penalties

As a result of the above minimum wage violations, Employers are subject to the civil penalties listed in Labor Code sections 1197.1 and 2699.

Overtime Violations

Labor Code section 510 and the applicable Wage Order provide an employee shall be paid one and one-half times their regular rate of pay for any work in excess of eight hours in one workday or 40 hours in any one workweek. Labor Code section 510 and the applicable Wage Order further provides that an employee shall be paid twice their regular rate of pay for any work in excess of 12 hours in one day.

Unpaid Overtime Due to Off the Clock Work

Plaintiff and the Aggrieved Employees regularly worked in excess of eight hours in a day and 40 hours in a workweek. Since the Aggrieved Employees were required to perform work off the clock, it follows that this time was often overtime. Plaintiff and the Aggrieved Employees were not paid all overtime wages owed.

Applicable Civil Penalties

As a result of the above overtime violations, Employers are subject to the civil penalties listed in Labor Code sections 558, 1197.1, and 2699.

Meal Break Violations

Labor Code section 512 and the applicable Wage Order provide that an employer shall not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes, or more than 10 hours per day without providing the employee with a second meal period of not less than 30 minutes. Meal periods must be uninterrupted, and the employee must be relieved of all duty.

Labor Code section 226.7 further provides that an employee is entitled to one hour of pay at their regular rate of pay for each day that a compliant meal period was not provided.

On Call / On Premises / On Duty Meal Breaks

An employer provides compliant meal breaks to its employees "if it relieves its employees of all duty, relinquishes control over their activities and permits them a reasonable opportunity to take an uninterrupted 30-minute break." (*Brinker Restaurant Corp. v. Superior Court*, 53 Cal.4th 1004, 1040 (2012)).

Here, Plaintiff and the Aggrieved Employees were required to work through the breaks, meaning they were impermissible on duty breaks. In effect, Plaintiff and the Aggrieved Employees did not receive meal breaks.

Applicable Civil Penalties

As a result of the above meal break violations, Employers are subject to the civil penalties listed in Labor Code sections 558 and 2699.

Rest Break Violations

Labor Code section 226.7 and the applicable Wage Order requires employers to authorize and permit its employees to take rest periods based on the total hours worked daily at the rate of 10 minutes net per four hours or major fraction thereof. Employees must be relieved of all duties during their rest breaks.

Labor Code section 226.7 further provides that an employee is entitled to one hour of pay at their regular rate of pay for each day that a compliant rest break was not provided.

On Call / On Duty Rest Breaks

Plaintiff and the Aggrieved Employees were required to remain on call and on duty during any alleged rest breaks. Courts have repeatedly held that employers may not impose any limits on rest breaks. (*Augustus v. ABM Sec. Servs., Inc.*, 2 Cal. 5th 257, 269 (2016) (an employer cannot “satisfy its obligation to relieve employees from duties and employer control during rest periods when the employer [] requires its employees to remain on call”)).

Applicable Civil Penalties

The PAGA penalties in Labor Code section 2699 apply.

Wage Statement Violations

Labor Code section 226 requires an employer to provide wage statements to its employees which include nine discrete items. The wage statements were intentionally inaccurate since they did not list the off the clock work, including working through breaks.

Applicable Civil Penalties

The PAGA penalties in Labor Code section 2699 apply.

Waiting Time Penalties

Because Employer did not pay Plaintiff and the Aggrieved Employees who no longer work for Employers all wages owed during their employment, they were also never paid these wages after the conclusion of their employment. Thus, Employer had an obligation to pay waiting time penalties, but willfully did not.

Applicable Civil Penalties

Because of Employers did not pay all wages at the conclusion of employment and to pay the resulting waiting time penalties, the PAGA penalties in Labor Code section 2699 apply.

Sincerely,
Adam Rose

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Exhibit 2



Adam Rose | Attorney

adam@frontierlawcenter.com
(818) 914-3433
23901 Calabasas Road, Suite 1084
Calabasas, CA 91302



www.frontierlawcenter.com

December 20, 2023

Via Online Filing

<http://www.dir.ca.gov/private-attorneys-general-act/private-attorneys-general-act.html>

Via Certified Mail

DNS2 Management, LLC
P.O. Box 13490
Palm Desert, CA 92255

Shalhoub Management Company, Inc.
P.O. Box 13490
Palm Desert, CA 92255

Subject: *Mounu Lear v. DNS2 Management, LLC and Shalhoub Management Company, Inc.*
Amended PAGA Letter - LWDA-CM-987130-23

Dear Representative:

This is letter amends the first letter by correcting the employers' addresses. This office represents Mounu Lear ("Plaintiff") in connection with Labor Code violation claims related to employment with DNS2 Management, LLC and Shalhoub Management Company, Inc. ("Employers"). Employers operate McDonald's restaurants in and around Coachella Valley. Plaintiff worked at the Indio location.

During Plaintiff's employment with Employers, she was subjected to at least one of the Labor Code violations alleged in this letter. Therefore Plaintiff intends to seek PAGA penalties on behalf of herself and all other nonexempt employees in California ("Aggrieved Employees") who were subjected to any of the Labor Code violations during the PAGA period. The PAGA period begins one year prior to the date of this letter and, because the violations alleged herein are ongoing, the PAGA period extends beyond the date of this letter.

Minimum Wage Violations

Labor Code section 1197 and the applicable Wage Order require an employer to pay an employee no less than the minimum wage for all hours worked.

Off the Clock Work

Employers did not pay Plaintiff and the Aggrieved Employees the minimum wage for all hours worked because they were required to perform work while off the clock.

Applicable Civil Penalties

As a result of the above minimum wage violations, Employers are subject to the civil penalties listed in Labor Code sections 1197.1 and 2699.

Overtime Violations

Labor Code section 510 and the applicable Wage Order provide an employee shall be paid one and one-half times their regular rate of pay for any work in excess of eight hours in one workday or 40 hours in any one workweek. Labor Code section 510 and the applicable Wage Order further provides that an employee shall be paid twice their regular rate of pay for any work in excess of 12 hours in one day.

Unpaid Overtime Due to Off the Clock Work

Plaintiff and the Aggrieved Employees regularly worked in excess of eight hours in a day and 40 hours in a workweek. Since the Aggrieved Employees were required to perform work off the clock, it follows that this time was often overtime. Plaintiff and the Aggrieved Employees were not paid all overtime wages owed.

Applicable Civil Penalties

As a result of the above overtime violations, Employers are subject to the civil penalties listed in Labor Code sections 558, 1197.1, and 2699.

Meal Break Violations

Labor Code section 512 and the applicable Wage Order provide that an employer shall not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes, or more than 10 hours per day without providing the employee with a second meal period of not less than 30 minutes. Meal periods must be uninterrupted, and the employee must be relieved of all duty.

Labor Code section 226.7 further provides that an employee is entitled to one hour of pay at their regular rate of pay for each day that a compliant meal period was not provided.

On Call / On Premises / On Duty Meal Breaks

An employer provides compliant meal breaks to its employees “if it relieves its employees of all duty, relinquishes control over their activities and permits them a reasonable opportunity to take an uninterrupted 30-minute break.” (*Brinker Restaurant Corp. v. Superior Court*, 53 Cal.4th 1004, 1040 (2012)).

Here, Plaintiff and the Aggrieved Employees were required to work through the breaks, meaning they were impermissible on duty breaks. In effect, Plaintiff and the Aggrieved Employees did not receive meal breaks.

Applicable Civil Penalties

As a result of the above meal break violations, Employers are subject to the civil penalties listed in Labor Code sections 558 and 2699.

Rest Break Violations

Labor Code section 226.7 and the applicable Wage Order requires employers to authorize and permit its employees to take rest periods based on the total hours worked daily at the rate of 10 minutes net per four hours or major fraction thereof. Employees must be relieved of all duties during their rest breaks.

Labor Code section 226.7 further provides that an employee is entitled to one hour of pay at their regular rate of pay for each day that a compliant rest break was not provided.

On Call / On Duty Rest Breaks

Plaintiff and the Aggrieved Employees were required to remain on call and on duty during any alleged rest breaks. Courts have repeatedly held that employers may not impose any limits on rest breaks. (*Augustus v. ABM Sec. Servs., Inc.*, 2 Cal. 5th 257, 269 (2016) (an employer cannot “satisfy its obligation to relieve employees from duties and employer control during rest periods when the employer [] requires its employees to remain on call”)).

Applicable Civil Penalties

The PAGA penalties in Labor Code section 2699 apply.

Wage Statement Violations

Labor Code section 226 requires an employer to provide wage statements to its employees which include nine discrete items. The wage statements were intentionally inaccurate since they did not list the off the clock work, including working through breaks.

Applicable Civil Penalties

The PAGA penalties in Labor Code section 2699 apply.

Waiting Time Penalties

Because Employer did not pay Plaintiff and the Aggrieved Employees who no longer work for Employers all wages owed during their employment, they were also never paid these wages after the conclusion of their employment. Thus, Employer had an obligation to pay waiting time penalties, but willfully did not.

Applicable Civil Penalties

Because of Employers did not pay all wages at the conclusion of employment and to pay the resulting waiting time penalties, the PAGA penalties in Labor Code section 2699 apply.

Sincerely,
Adam Rose

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Exhibit 3

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Attorney for Plaintiff
Mounu Lear

SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE

MOUNU LEAR, individually and on behalf of all similarly situated individuals,

Plaintiff,

V.

DNS2 MANAGEMENT, LLC, SHALHOUB
MANAGEMENT COMPANY, INC., and
DOES 1 to 100,

Defendants.

) NO. CVR 2304984
)
) CLASS ACTION
)
) COMPLAINT
)
)
) 1. Minimum Wage Violations
) 2. Overtime Violations
) 3. Meal Period Violations
) 4. Rest Period Violations
) 5. Wage Statement Penalties
) 6. Waiting Time Penalties
) 7. Violation of Unfair Competition Law

PRELIMINARY ALLEGATIONS

1. Plaintiff Mounu Lear is a resident of Riverside County.
2. Defendant DNS2 Management, LLC is a limited liability company based in Riverside County.
3. Defendant Shalhoub Management Company, Inc. is a corporation based in Riverside County.
4. Plaintiff does not know the true names and capacities of Does 1 to 100 and therefore uses fictitious names. Plaintiff will amend the complaint pursuant to Code of Civil Procedure section 474 to allege the true names and capacities when ascertained.
5. The named and Doe defendants are collectively referred to as “Defendants.”

1 6. Plaintiff is informed and believes that each of the Defendants was the agent or employee of
2 the other defendants and acted in the scope of agency or employment.

3 7. Defendants employed Plaintiff and the class members as restaurant workers. Therefore,
4 Wage Order 5 applies.

5 8. Plaintiff worked out of Defendants' Indio McDonalds restaurant therefore venue is proper
6 in Riverside County.

7 9. On information and belief Defendants operate over 30 McDonalds locations throughout
8 Riverside County.

9 10. Plaintiff worked for Defendants from February 2023 to June 2023.

10 11. Plaintiff and the class members were not exempt since they did not customarily and
11 regularly exercise discretion and independent judgment.

12 12. Throughout Plaintiff's and the class members' employment, they did not receive compliant
13 meal and rest periods, did not receive overtime at the correct regular rate, did not receive at least
14 the minimum wage for work off the clock, did not receive accurate wage statements, and did not
15 applicable waiting time penalties.

16
17 CLASS ACTION ALLEGATIONS

18 13. The class is defined as the following: "All non-exempt employees who worked for
19 Defendants as from four years prior to filing the case to the date of certification or judgment,
20 whichever is earlier."

21 14. There is a well-defined community of interest, and the proposed class is ascertainable from
22 Defendants' employment records. Further, the following apply to show the viability of a class
23 action pursuant to Code of Civil Procedure section 382:

24 a. Numerosity: The members of the class as defined are so numerous that joinder
25 of all class members is impracticable.

26 b. Commonality: This action involves common questions of law and fact to the
27 class because the action focuses on Defendants' systematic course of conduct
28 with respect to violating the Labor Code and IWC Wage Order.

- 1 c. Typicality: The claims are typical of the claims of the class. Plaintiff was
2 subjected to the same violations and seeks the same types of damages,
3 restitution, and other relief on the same as those of the members of the class.
- 4 d. Adequacy of Representation: Plaintiff will fairly and adequately represent and
5 protect the interests of the class. Plaintiff understands the obligations as a class
6 representative and is willing and able to fulfill them. Plaintiff's counsel is
7 competent and experienced in litigating large employment class actions and
8 complex litigation matters, including wage and hour cases like this.
- 9 e. Superiority of Class Action: A class action is superior to other available means
10 for the efficient adjudication. Class action treatment will allow similarly situated
11 persons to pursue the claims in a manner that is most efficient and economical.
- 12 15. There are common questions of law and fact including but not limited to:
- 13 a. Whether Defendants did not pay overtime at the correct regular rate of pay in
14 violation of Labor code sections 510 and 1194;
- 15 b. Whether Defendants violated Labor Code sections 510 and 1194 for not paying
16 at least the minimum wage for work off the clock;
- 17 c. Whether Defendants violated Labor Code section 512 and Wage Order 4 by not
18 providing meal breaks;
- 19 d. Whether Defendants violated Wage Order 4 for not providing rest breaks;
- 20 e. Whether Defendants violated Labor Code section 226 for wage statements;
- 21 f. Whether Defendants violated Labor Code section 203 for not providing
22 applicable waiting time penalties;
- 23 g. Whether Defendant violated Labor Code section 226.7 by not paying premium
24 pay for missed meal and rest breaks;
- 25 h. Whether Defendants engaged in unfair competition; and
- 26 i. The amount of damages, wages, and penalties owed.

27 ///

28 ///

1 FIRST CAUSE OF ACTION

2 Minimum Wage Violations

3 Against All Defendants

4 16. Plaintiff incorporates by reference paragraphs 1 to 15 of the complaint.

5 17. Plaintiff and the class members were required to work off the clock; this time should have
6 been paid at least the minimum wage.

7 18. As a result, Plaintiff and the class members are owed reimbursement for unpaid wages,
8 interest, and attorney fees.

9
10 SECOND CAUSE OF ACTION

11 Overtime Violations

12 Against All Defendants

13 19. Plaintiff incorporates by reference paragraphs 1 to 15 of the complaint.

14 20. Plaintiff and the class members were required to work over eight hours in a day and/or 40
15 hours in a week without being compensated for all overtime in violation of Labor Code 510.

16 21. The reason for the violations is that Plaintiff and the class members were not paid overtime
17 at the correct regular rate of pay; Plaintiffs and the class members received commissions that were
18 not calculated into the regular rate of pay.

19 22. The remedy for the overtime violations is payment of the unpaid overtime at the correct
20 regular rate of pay, plus interest and attorney fees, pursuant to Labor Code section 1194.

21
22 THIRD CAUSE OF ACTION

23 Meal Period Violations

24 Against All Defendants

25 23. Plaintiff incorporates by reference paragraphs 1 to 15 of the complaint.

26 24. Pursuant to Wage Order 5 every employer shall authorize and permit employees to take
27 meal periods of thirty minutes for every five hours worked.

28 25. Pursuant to Labor Code section 226.7(c) and IWC Wage Order 4, when the employer does

1 not provide an employee with the required meal period, the employer shall pay the employee one
2 hour of pay at the employee's regular rate of compensation for each workday that a rest period is
3 not provided.

4 26. Plaintiff and the class members were denied meal periods as rest periods were not provided.

5 27. As a result of Defendants' rest period violations, Plaintiff and the class members are
6 entitled to premium pay which is one additional hour of compensation for each missed break.

7
8 FOURTH CAUSE OF ACTION

9 Rest Period Violations

10 Against All Defendants

11 28. Plaintiff incorporates by reference paragraphs 1 to 15 of the complaint.

12 29. Pursuant to Wage Order 4 every employer shall authorize and permit employees to take rest
13 periods of ten minutes for every four hours worked.

14 30. Pursuant to Labor Code section 226.7(c) and IWC Wage Order 4, when the employer does
15 not provide an employee with the required rest period, the employer shall pay the employee one
16 hour of pay at the employee's regular rate of compensation for each workday that a rest period is
17 not provided.

18 31. As a result of Defendants' rest period violations, Plaintiff and the class members are
19 entitled to premium pay which is one additional hour of compensation for each missed break.

20
21 FIFTH CAUSE OF ACTION

22 Wage Statement Penalties

23 Against All Defendants

24 32. Plaintiff incorporates by reference paragraphs 1 to 15 of the complaint.

25 33. Defendants' wage statements violated Labor Code section 226 since they did not list the
26 work performed off the clock, did not list the correct regular rates of pay for overtime, and did not
27 list premium pay for missed breaks at the regular rates of pay.

28 34. The remedy is wage statement penalties up to \$4,000 for each, and attorney fees.

1 SIXTH CAUSE OF ACTION

2 Waiting Time Penalties

3 Against All Defendants

4 35. Plaintiff incorporates by reference paragraphs 1 to 15 of the complaint.

5 36. Plaintiff and the class members who no longer work for Defendants were still owed
6 overtime and premium pay at the correct regular rate of pay when they stopped working.

7 37. Therefore, Plaintiff and each of the class members who no longer work for Defendants are
8 owed the waiting time penalty, which is 30 days of wages.

9
10 SEVENTH CAUSE OF ACTION

11 Violation of Unfair Competition Law

12 Against All Defendants

13 38. Plaintiff incorporates by reference paragraphs 1 to 15 of the complaint.

14 39. The Unfair Competition Law prohibits unfair, unlawful, and fraudulent business practices.

15 40. This claim is being brought under the unlawful prong of the UCL.

16 41. Defendants violated the Labor Code and IWC Wage Order by not paying all wages due,
17 including minimum wage, overtime and premium pay at the correct regular rate, and payment for
18 nonproductive time.

19 43. Plaintiff and the class members are entitled to restitution.

20 43. Under Code of Civil Procedure section 1021.5, Plaintiffs are entitled to attorney fees.

21
22 PRAYER

23 For All Causes of Action

24 1. That the court determine that this action may be maintained as a class action

25 2. That Plaintiff serves as representative of the class

26 3. That Counsel for Plaintiff is appointed as class counsel

27 ///

28 ///

1 First Cause of Action

- 2 1. Payment of all unpaid wages
3 2. Interest
4 3. Attorney fees
5 4. Other relief the court deems proper
6

7 Second Cause of Action

- 8 1. Payment of overtime at the correct regular rate
9 2. Interest
10 3. Attorney fees
11 4. Other relief the court deems proper
12

13 Third Cause of Action

- 14 1. Premium pay at the correct regular rate of pay
15 2. Interest
16 3. Other relief the court deems proper
17

18 Fourth Cause of Action

- 19 1. Premium pay at the correct regular rate of pay
20 2. Interest
21 3. Other relief the court deems proper
22

23 Fifth Cause of Action

- 24 1. Wage statement penalties
25 2. Attorney fees and costs
26 3. Other relief the court deems proper
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Sixth Cause of Action

1. Waiting time penalties

Seventh Cause of Action

1. Restitution

2. Attorney fees

3. Other relief the court deems proper

Date: September 19, 2023

FRONTIER LAW CENTER

Adam Rose

Adam Rose
Attorney for Plaintiff
Mounu Lear

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Exhibit 4

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3 Manny Starr (319778)
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5 Frontier Law Center
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6 Attorney for Plaintiff
7 Mounu Lear

8 SUPERIOR COURT OF CALIFORNIA
9 COUNTY OF RIVERSIDE

10 MOUNU LEAR, individually and on behalf of all	) NO. CVRI2304984
11 similarly situated individuals,	)
12 Plaintiff,	) FIRST AMENDED COMPLAINT FOR
13 v.	) PAGA PENALTIES
14 DNS2 MANAGEMENT, LLC, SHALHOUB	)
15 MANAGEMENT COMPANY, INC., and	)
16 DOES 1 to 100,	)
Defendants.	)

17
18
19 PRELIMINARY ALLEGATIONS

- 20 1. Plaintiff Mounu Lear is a resident of Riverside County.
- 21 2. Defendant DNS2 Management, LLC is a limited liability company based in Riverside
22 County.
- 23 3. Defendant Shalhoub Management Company, Inc. is a corporation based in Riverside
24 County.
- 25 4. Plaintiff does not know the true names and capacities of Does 1 to 100 and therefore uses
26 fictitious names. Plaintiff will amend the complaint pursuant to Code of Civil Procedure section
27 474 to allege the true names and capacities when ascertained.
- 28 5. The named and Doe defendants are collectively referred to as "Defendants."

1 6. Plaintiff is informed and believes that each of the Defendants was the agent or employee of
2 the other defendants and acted in the scope of agency or employment.

3 7. Defendants employed Plaintiff and the class members as restaurant workers. Therefore,
4 Wage Order 5 applies.

5 8. Plaintiff worked out of Defendants' Indio McDonalds restaurant therefore venue is proper
6 in Riverside County.

7 9. On information and belief Defendants operate over 30 McDonalds locations throughout
8 Riverside County.

9 10. Plaintiff worked for Defendants from February 2023 to June 2023.

10 11. Plaintiff and the class members were not exempt since they did not customarily and
11 regularly exercise discretion and independent judgment.

12 12. Throughout Plaintiff's and the class members' employment, they did not receive compliant
13 meal and rest periods, did not receive overtime at the correct regular rate, did not receive at least
14 the minimum wage for work off the clock, did not receive accurate wage statements, and did not
15 applicable waiting time penalties.

16 13. On December 20, 2023 Plaintiff sent Defendants an amended PAGA letter outlining the
17 Labor Code violations listed below. Since it has been more than 65 days since the amended PAGA
18 letter was sent, Plaintiff may now request PAGA penalties.

19
20 FIRST CAUSE OF ACTION

21 PAGA Penalties

22 Against All Defendants

23 14. Plaintiff incorporates by reference paragraphs 1 to 13 of the complaint.

24 15. The first Labor Code section that Plaintiff alleges was violated was Labor Code sections
25 1194 and 1197 relating to payment of at least the minimum wage.

26 16. The PAGA penalties for violating the minimum wage requirement are in Labor Code
27 sections 1197.1 and 2699.

28 17. The second Labor Code section that Plaintiff alleges was violated was Labor Code sections

1 510 and 1194 relating to payment of overtime.

2 18. The PAGA penalties for violating the overtime requirement are in Labor Code 558.

3 19. The third Labor Code section that was violated was Labor Code section 512 for not
4 providing compliant meal breaks, and Labor Code section 226.7 for not paying premium pay for
5 noncompliant meal periods.

6 20. The PAGA penalties for the Section 512 violations are contained in Labor code section 558,
7 and the PAGA penalties for the Section 226.7 violations are contained in Labor Code section 2699.

8 21. The next Labor Code section that was violated was Labor Code section 1198 for not
9 providing compliant rest breaks.

10 22. The PAGA penalties for violating the rest break requirement are contained in Labor Code
11 section 2699.

12 23. The next Labor Code section that was violated was Labor Code 226 for not providing
13 accurate, itemized wage statements.

14 24. The PAGA penalties for violating Labor Code section 226 are contained in Labor Code
15 sections 226.3 and 2699.

16 25. Finally, Labor Code section 203 was violating for not providing the waiting time penalty to
17 Plaintiff and the aggrieved employees who no longer work for Defendants.

18 26. The PAGA penalties for violating Section 203 are contained in Labor Code sections 210
19 and 2699.

20 27. Further, Plaintiff is entitled to attorney fees and costs for the above pursuant to Labor Code
21 section 2699.

22
23 PRAYER

24 First Cause of Action

25 1. All applicable PAGA penalties

26 2. Attorney fees and costs

27 3. Other relief the court deems proper

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1 Date: March 28, 2024

FRONTIER LAW CENTER

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/s/ Adam Rose

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Attorney for Plaintiff

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Mounu Lear

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Exhibit 5

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DNS2 MANAGEMENT, LLC and

SHALHOUB MANAGEMENT COMPANY, INC.

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Frontier Law Center

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Attorneys for Plaintiff,

MOUNU LEAR

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF RIVERSIDE – RIVERSIDE HISTORIC COURTHOUSE

MOUNU LEAR, individually on behalf of all
similarly situated individuals,

Plaintiff,

v.

DNS2 MANAGEMENT, LLC, SHALHOUB
MANAGEMENT COMPANY, INC., and DOES 1
to 100,

Defendants.

Case No.: CVRI2304984

PAGA REPRESENTATIVE ACTION

**JOINT STIPULATION OF CLASS
ACTION SETTLEMENT AND
RELEASE OF CLAIMS**

*[Assigned for All Purposes to the Hon.
Harold W. Hopp; Dept. I]*

Complaint Filed: September 19, 2023

FAC Filed: April 25, 2024

Trial Date: Not Yet Set

This Joint Stipulation of PAGA Representative Action Settlement and Release of Claims (“Settlement” or “Agreement”) is made and entered into by and between Plaintiff MOUNU LEAR (“Plaintiff”), individually and on behalf of all putative class members, and Defendants DNS2 MANAGEMENT, LLC AND SHALHOUB MANAGEMENT COMPANY, INC. (“Defendants”). Plaintiff and Defendants are collectively referred to herein as “the Parties.”

I. DEFINITIONS

The following definitions are applicable to this Settlement, in addition to other terms defined elsewhere in this Settlement:

1. “Action” shall mean the operative Complaint of the civil actions initially commenced on September 19, 2023, filed and maintained by Plaintiff against Defendants in the Superior Court of California, County of Riverside, Case No. CVRI2304984.

2. “Aggrieved Employee Payment” shall mean the payment, distributed on a *pro rata* basis, to the Aggrieved Employees constituting twenty-five percent (25%) of the Net Settlement Amount, currently estimated to be Sixty Thousand, Five Hundred Dollars and Zero Cents (\$60,500.00).

3. “Aggrieved Employee Payment Share” shall mean the value of each Aggrieved Employee’s share of the Aggrieved Employee Payment as provided by this Agreement.

4. “Defense Counsel” shall mean the attorneys representing Defendants in the Action, Andrea Rosenkranz, Esq. and Yahir A. Barragan, Esq. of O’Hagan Meyer.

5. “Effective Date” shall mean the date by which this Settlement is approved by the Superior Court by entry of the Judgment and the Judgment becomes Final. The Effective Date shall occur 30 calendar days from entry of Judgment by the Court. The occurrence of the Effective Date is a prerequisite to any obligation of Defendants to pay any funds into the Settlement Account.

6. “Individual Pay Periods” shall mean the number of Pay Periods for an individual Aggrieved Employee.

7. “Judgment” shall mean the Order of Final Judgment entered by the Superior Court that the Parties anticipate will be entered following a Hearing on the Settlement in this Action.

1 8. “LWDA Payment” shall mean the payment to the California Labor and Workforce
2 Development Agency (“LWDA”) constituting seventy-five percent (75%) of the Net Settlement
3 Amount, currently estimated to be One Hundred Eighty-One Thousand Five Hundred Dollars and
4 Zero Cents (\$181,500.00).

5 9. “Maximum Settlement Amount” shall mean the maximum settlement amount of
6 Four Hundred and Twenty-Five Thousand Dollars and Zero Cents (\$425,000.00) payable by
7 Defendants as provided by this Agreement, unless that amount is increased pursuant to Paragraph
8 10 below.

9 10. Defendants represents that as of July 8, 2024, the number of Pay Periods worked
10 by the Aggrieved Employees in the PAGA Period is approximately 40,000. Should the number
11 of Pay Periods worked by the Aggrieved Employees as of September 1, 2024, increase by more
12 than 10% (i.e., to more than 44,000 Pay Periods), then Defendants shall have the option of
13 either (i) increasing the Net Settlement Amount by an amount determined by the following
14 formula: $([\text{Actual Number of Pay Periods} - 44,000] \div 44,000) \times \text{Net Settlement Amount}$; or (ii)
15 changing the end date of the PAGA Period to a date for which there are no more than 44,000
16 Pay Periods.

17 11. “Net Settlement Amount” shall mean the Maximum Settlement Amount, less (i) the
18 PAGA Representative Payment approved by the Superior Court; (ii) the PAGA Counsel Fees
19 Payment approved by the Superior Court; (iii) the PAGA Counsel Litigation Expenses Payment
20 approved by the Superior Court; (iv) the Settlement Administrator Payment approved by the
21 Superior Court; and (v) any other fees or expenses (other than PAGA Counsel Fees Payment and
22 PAGA Counsel Litigation Expenses Payment) incurred in implementing the terms and conditions of
23 this Agreement as approved by the Superior Court.

24 12. “PAGA Counsel” shall mean the attorneys representing Plaintiff in the Action,
25 including Adam Rose, Esq. and Manny Starr, Esq. of Frontier Law Center.

26 13. “PAGA Counsel Fees Payment” shall mean thirty-five percent (35%) of the
27 Maximum Settlement Amount (currently estimated to be One Hundred and Forty-Eight Thousand,
28

Seven Hundred and Fifty Dollars and Zero Cents (\$148,750.00)) subject to approval by the Superior Court as PAGA Counsel's attorneys' fees incurred in connection with the Action, including fees incurred in pre-filing investigation, filing of the Action, and all related litigation activities, this Settlement, and all post-Settlement compliance procedures.

14. "PAGA Counsel Litigation Expenses Payment" shall mean the actual litigation expenses and/or costs expended by PAGA Counsel subject to approval by the Superior Court incurred in connection with the Action, including pre-filing investigation, filing of the Action, and all related litigation activities, this Settlement, and all post-Settlement compliance procedures. PAGA Counsel's expenses are not to exceed Eleven Thousand Five Hundred Dollars and Zero Cents (\$11,500.00).

15. "PAGA Group" shall mean all current and former hourly-paid, non-exempt employees of Defendants in California during the PAGA Period. "Aggrieved Employee" shall mean an individual who is a member of the PAGA Group (or if any such person is incompetent, deceased, or unavailable due to military service, the person's legal representative or successor in interest evidenced by reasonable verification).

16. "PAGA Period" shall mean the period of time from December 20, 2022, through September 1, 2024.

17. "PAGA Representative Payment" shall mean the special payment made to Plaintiff in her capacity as PAGA Representative to compensate her for prosecuting the Action, and performing work in support of the Action, in the amount of Ten Thousand Dollars and Zero Cents (\$10,000.00), subject to approval by the Superior Court.

18. "PAGA Settlement Notice" shall mean the Notice of Settlement, a sample of which is attached hereto as Exhibit "A". The PAGA Settlement Notice shall further contain (i) an Aggrieved Employee's first and last name, (ii) last known address, (iii) the Aggrieved Employee's Individual Pay Periods; and (iv) the Aggrieved Employee's estimated Aggrieved Employee Payment Share.

19. "Pay Period" shall mean any pay period in which an Aggrieved Employee actually

received payment from Defendants as an hourly-paid, non-exempt employee.

20. “Settlement Administrator” shall mean Phoenix Settlement Administrators proposed by the Parties and appointed by the Superior Court to administer the Settlement.

21. “Settlement Administrator Payment” shall mean the payment to the Settlement Administrator for its fees and expenses in administering this Settlement.

22. “Superior Court” shall mean the Superior Court of California for the County of Riverside.

II. RECITALS

23. On September 19, 2023, Plaintiff filed a Class Action Complaint against Defendants in the Riverside County Superior Court, Case No. CVRI2304984. In her Complaint, Plaintiff pled causes of action for: (1) Minimum Wage Violations; (2) Overtime Violations; (3) Meal Period Violations; (4) Rest Period Violations; (5) Wage Statement Penalties; (6) Waiting Time Penalties; and (7) Violation of Unfair Competition Law (“Complaint”).

24. On December 20, 2023, PAGA Counsel, on behalf of Plaintiff and the PAGA Group, gave written notice to the Labor Workforce and Development Agency (“LWDA”) of the Labor Code violations Defendants is alleged to have violated (“LWDA Exhaustion Letter”).

25. On April 24, 2024, Plaintiff amended the Complaint to dismiss the class claims and add a cause of action for Civil Penalties pursuant to the Private Attorneys General Act of 2004 (“PAGA”).

26. Defendants deny and continue to deny all of Plaintiff’s material allegations. Specifically, Defendants contend (1) they did not fail to pay the Aggrieved Employees the minimum, straight time, and/or overtime wages; (2) they paid the Aggrieved Employees for all hours worked; (3) they provided the Aggrieved Employees with all meal periods according to law and/or paid meal period premiums; (4) they provided the Aggrieved Employees with all rest breaks according to law and/or paid rest break premiums; (5) they did not fail to timely pay the Aggrieved Employees wages due and owing during employment and/or upon separation; (6) they provided the Aggrieved Employees with accurate itemized wage statements, consistent with Labor Code Section

226; (7) they properly maintained all payroll records; (9) the PAGA Group is not entitled to penalties under PAGA; and (10) Defendants are not liable for damages, including attorneys' fees and costs of litigation to the Aggrieved Employees.

27. In connection with the Action, and in order to work toward a mediated resolution without the time and expense of formal discovery, the Parties produced voluminous documents and data (including, by Defendants, human resources documents and policies, time records, and payroll data during the PAGA Period) which were reviewed, investigated, and analyzed by PAGA Counsel.

28. On July 8, 2024, the Parties in Action participated in a full day of mediation before an experienced employment, class, and PAGA representative action mediator, David Phillips, Esq. (the "Mediation") and the Parties reached a settlement at the Maximum Settlement Amount.

29. The Settlement described in this Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Settlement is intended or will be construed as an admission by Defendants that Plaintiff's claims in the Action have any merit or that it has any liability to Plaintiff, the PAGA Group or the State on those claims, or as an admission by Plaintiff that Defendants' defenses in Action have any merit. This Settlement is intended to fully, finally, and forever compromise, release, resolve, discharge, and settle the released claims subject to the terms and conditions set forth in this Settlement.

30. Based on its own thorough, independent investigation and evaluation of this case, PAGA Counsel is of the opinion that the Settlement of this Action with Defendants for the consideration and on the terms set forth in this Settlement is fair, reasonable, adequate, and in the best interest of the Aggrieved Employees in light of all known facts and circumstances, including the risk of significant costs and delay, the risk of non-certification of the Aggrieved Employees, the defenses asserted by Defendants including the risks of adverse determinations on the merits and numerous potential appellate issues. Although Defendants contend that they have no liability in the Action, Defense Counsel shares PAGA Counsel's belief that the Settlement represents a fair and adequate settlement given the respective risks associated with the case.

31. Based on the foregoing Recitals, the Parties agree as follows:

III. PROCEDURE FOR APPROVING SETTLEMENT

32. **Motion for Approval of Settlement by the Superior Court.** Plaintiff will move the Superior Court for an order granting Approval of the Settlement and approving the PAGA Settlement Notice (attached as Exhibit “A” to this Stipulation) (“Motion for Approval”). Any unresolved disagreement among the Parties concerning the PAGA Settlement Notice or other documents necessary to implement the Settlement will be referred first to David Phillips, Esq., and if no resolution is reached, then to the Superior Court.

33. At the hearing on the Motion for Approval, the Parties anticipate that they will jointly appear, support the granting of the Motion for Approval, and obtain an order granting Approval, including approval of the PAGA Settlement Notice.

34. Should the Superior Court require any amendments to this Agreement or the Motion for Approval, the Parties agree to work jointly to resolve any issues in order to secure the Superior Court’s Approval.

35. Should the Superior Court decline to approve any material aspects of the Settlement, the Settlement will be null and void and the Parties will have no further obligations under it. In such event, the Parties shall be returned to their respective positions as of the date and time immediately prior to the execution of this Agreement, and the Parties shall proceed in all respects as if this Agreement had not been executed.

36. Upon approval of the Settlement by the Superior Court, the Parties will present for the Superior Court’s approval and entry a Proposed Final Order and Judgment. The entry of the Order and Judgment shall permanently bar all Aggrieved Employees from prosecuting against Defendant any claims for PAGA penalties through the PAGA Period, which were or could have been brought in this Action, as well as all claims as set forth in the Release contained in Section V of this Agreement, whether known or unknown.

37. After entry of the Judgment, the Superior Court will have continuing jurisdiction over the Action and the Settlement solely for purposes of (i) enforcing this Settlement, (ii)

1 addressing settlement administration matters, and (iii) addressing such post-Judgment matters as
2 may be appropriate under court rules or applicable law.

3 **38. PAGA Settlement Notice.** After the Superior Court enters its order granting
4 Approval, every Aggrieved Employee will be provided with the PAGA Settlement Notice (in
5 English and Spanish) which will include the PAGA Settlement Notice completed to reflect the order
6 granting Preliminary Approval of the Settlement and the Class Member's information as follows:

7 (a) Within twenty-one (21) days after the Motion for Approval is granted,
8 Defendants will provide to the Settlement Administrator the "Aggrieved Employees' Data," which
9 shall consist of an electronic database containing (i) each Aggrieved Employee's first and last name,
10 (ii) last known mailing address, (iii) the Aggrieved Employee's Social Security number or Tax ID,
11 and (iv) Aggrieved Employees' total number of Individual Pay Periods. If any or all of the
12 Aggrieved Employees' Data are unavailable to Defendants, Defendants will so inform PAGA
13 Counsel prior to the date on which Defendants are required to submit the Aggrieved Employees'
14 Data to the Settlement Administrator and the Parties will make their best efforts to reconstruct or
15 otherwise agree upon the Aggrieved Employees' Data prior to when it must be submitted to the
16 Settlement Administrator. If the Parties are unable to agree, the dispute will be resolved by the
17 Settlement Administrator as provided in Paragraph 20. This information will otherwise remain
18 confidential and will not be disclosed to anyone, except as required to applicable taxing authorities,
19 as required to carry out the reasonable efforts to identify Aggrieved Employee information,
20 pursuant to Defendants' express written authorization, or by order of the Superior Court.

21 (b) Within fourteen (14) days of its receipt of the Settlement Account Deposit
22 from Defendants, as described in Paragraph 39, or as soon thereafter as it is able to do so, the
23 Settlement Administrator will mail the PAGA Settlement Notice (and corresponding payment) to all
24 identified Aggrieved Employees via first-class U.S. Mail using the mailing address information
25 provided by Defendants, unless modified by any updated address information that the Settlement
26 Administrator obtains in the course of administration of the Settlement.

27 (c) If a PAGA Settlement Notice is returned by the U.S. Postal Service because
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1 of an incorrect address, the Settlement Administrator will promptly, and not later than five (5) days
2 from receipt of the returned packet, search for a more current address for the Class Member and re-
3 mail the PAGA Settlement Notice to the Class Member. The Settlement Administrator will use the
4 Aggrieved Employees' Data and otherwise work with Defense Counsel or utilize its own resources
5 such as skip traces to find a more current address. The Settlement Administrator will be responsible
6 for taking reasonable steps, consistent with its agreed-upon job parameters, court orders, and fee, to
7 trace the mailing address of any Class Member for whom a PAGA Settlement Notice is returned by
8 the U.S. Postal Service. These reasonable steps shall include the tracking of all undelivered mail;
9 performing address searches for all mail returned without a forwarding address; and promptly re-
10 mailing to Aggrieved Employees for whom new addresses are found.

11 (d) The Settlement Administrator will inform PAGA Counsel and Defense
12 Counsel of the number of returned PAGA Settlement Notices it receives and PAGA Settlement
13 Notices re-mailed in a weekly status report.

14 39. **Establishment of Settlement Account.** The Settlement Administrator shall
15 establish a Settlement Account within ten (10) days of the Effective Date and notify the Parties
16 when the Settlement Account has been established. The Settlement Administrator shall also
17 provide Defendants with an itemized statement for the total amount to be deposited into the
18 Settlement Account, which shall equal the Maximum Settlement Amount ("Settlement Account
19 Deposit"). Within ten (10) days after receiving notification of the Settlement Account and
20 statement for the Settlement Account Deposit, Defendants shall pay into the Settlement Account an
21 amount equal to the Settlement Account Deposit. Defendants shall have no obligation to pay any
22 additional funds into the Settlement Account.

23 40. **Payment of Aggrieved Employee Payment Shares.** The Settlement Administrator
24 shall pay to each Aggrieved Employee his/her/their Aggrieved Employee Payment Share from the
25 Settlement Account. The Settlement Administrator shall pay each Aggrieved Employee Payment
26 Share by sending a check in the appropriate amount to the Aggrieved Employee at the address
27 indicated in the Aggrieved Employee's Data. Such payment shall be sent by the Settlement
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1 Administrator via U.S. Mail within fourteen (14) days of its receipt of the Settlement Account
2 Deposit from Defendants.

3 41. **Uncashed Aggrieved Employee Payment Share Checks.** Any checks paid to
4 Aggrieved Employees shall be negotiable for one hundred and eighty (180) calendar days from the
5 date of their issuance. An Aggrieved Employee must cash his/her/their Aggrieved Employee
6 Payment Share check within one hundred and eighty (180) calendar days after it is mailed to
7 him/her/them. If a check remains uncashed after one hundred and eighty (180) calendar days from
8 the initial mailing, or if a check is returned to the Settlement Administrator as undeliverable during
9 the one hundred eighty-day period, the Settlement Administrator shall take all reasonable efforts to
10 identify the Aggrieved Employee's correct address, including the performance of a "skip-trace." If
11 an updated address can be identified, the Settlement Administrator shall issue another check to the
12 Aggrieved Employee and mail it to the Aggrieved Employee at his/her/their updated address. If an
13 updated address for the Aggrieved Employee cannot be identified, if a reissued check is once again
14 returned to the Settlement Administrator as undeliverable, or if the reissued check remains uncashed
15 after one hundred eighty (180) calendar days, the Settlement Administrator will keep an accounting
16 of such funds and shall give notice to the Parties of the total balance of uncashed Aggrieved
17 Employee Payment Shares. An Aggrieved Employee who fails to negotiate or receive his/her/their
18 Aggrieved Employee Payment Share check despite the procedures described above shall
19 nevertheless remain bound by the Settlement and the releases contained herein.

20 42. The funds represented by Aggrieved Employee Payment Share checks remaining
21 uncashed for more than one hundred and eighty (180) calendar days after issuance shall be voided
22 and then shall be transmitted to the Controller of the State of California to be held pursuant to the
23 Unclaimed Property Law, California Civil Code Section 1500, *et seq.*, in the names of those
24 Aggrieved Employees who did not cash their checks until such time they claim their property. The
25 Parties agree that this disposition results in no "unpaid residue" under California Civil Procedure
26 Code § 384, as the entire Net Settlement Amount will be paid out to Aggrieved Employees, whether
27 or not they all cash their settlement checks.

1 **43. Payment of PAGA Counsel's Fees Payment and PAGA Counsel's Litigation**
2 **Expenses Payment.** The Settlement Administrator shall pay to PAGA Counsel the PAGA
3 Counsel's Fees Payment and PAGA Counsel's Litigation Expenses Payment from the Settlement
4 Account. The Settlement Administrator shall pay the PAGA Counsel's Fees Payment and PAGA
5 Counsel's Litigation Expenses Payment by sending a wire or check in the appropriate amount to
6 PAGA Counsel. Such payment shall be sent by the Settlement Administrator within ten (10)
7 calendar days of its receipt of the Settlement Account Deposit from Defendants.

8 **44. Final Report by Settlement Administrator to Superior Court.** Within ten (10)
9 days after final disbursement of all funds from the Settlement Account, the Settlement
10 Administrator will serve on the Parties and file with the Superior Court a declaration providing a
11 final summary report on the disbursements of all funds from the Settlement Account. Within ten
12 (10) days after transmission of any remaining unclaimed funds to Controller of the State of
13 California the Settlement Administrator will serve on the Parties and file with the Superior Court a
14 declaration providing a final summary report on the transmission of any remaining unclaimed funds
15 to Controller of the State of California as outlined Paragraph 42.

16 **IV. SETTLEMENT TERMS AND CONDITIONS**

17 **45. Aggrieved Employee Payment Shares.** Subject to the terms and conditions of this
18 Settlement, the Settlement Administrator will calculate the Aggrieved Employee Payment Shares
19 for each Aggrieved Employee within ten (10) days after Defendants provide the Settlement
20 Administrator with the Aggrieved Employees' Data. The Aggrieved Employee Payment Share for
21 each Aggrieved Employee will be calculated as follows, understanding that the formulas below do
22 not constitute an admission by either Party, and are intended only to provide a practical means to
23 simplify and administer the claims process:

24 **(a) Number of Aggrieved Employees and Pay Periods.** Defendants shall
25 determine the total number of Aggrieved Employees and the aggregate number of Pay Periods for
26 those Aggrieved Employees as of the time of Approval. This information shall be provided to the
27 Settlement Administrator along with the Aggrieved Employees' Data as described in Paragraph
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38(a) above.

(b) **Calculation of the Pay Period Value.** The Settlement Administrator shall determine the value of a Pay Period (“Pay Period Value”) by taking the Aggrieved Employee Payment amount and dividing it by the sum of all Aggrieved Employees’ Pay Periods.

(c) **Calculation of Aggrieved Employee Payment Shares.** The Settlement Administrator shall assign to each Aggrieved Employee an Aggrieved Employee Payment Share which shall be equal to the Pay Period Value multiplied by each Aggrieved Employee’s Individual Pay Periods. Upon calculation of the Aggrieved Employees’ Aggrieved Employee Payment Shares, the Settlement Administrator shall furnish to PAGA Counsel and Defense Counsel a worksheet containing a list of employee identification numbers for the Aggrieved Employees with their corresponding Individual Pay Periods and Aggrieved Employee Payment Shares.

46. **Taxes and Withholdings.** Each Aggrieved Employee Payment Share is intended to settle the Aggrieved Employees’ claims for civil penalties. Accordingly, one hundred percent (100%) of each Aggrieved Employee Payment Share shall represent civil penalties. The Aggrieved Employee Payment Share shall be paid to the Aggrieved Employee in full without deductions or withholdings, and the Settlement Administrator shall issue an IRS Form 1099 to each Aggrieved Employee for that amount, to the extent the Aggrieved Employee’s Aggrieved Employee Payment Share is Six Hundred Dollars and Zero Cents (\$600.00) or more. Each Aggrieved Employee shall be individually responsible for their own share of applicable income tax withholdings and deductions for his/her/their Aggrieved Employee Payment Share.

47. **Total Payment Amount.** In no event will Defendants be required to pay more than the Maximum Settlement Amount (unless that amount is increased pursuant to Paragraph 10 above) for distribution to the Plaintiff, PAGA Counsel, Aggrieved Employees, the LWDA, the Settlement Administrator, or for any other costs or expenses not otherwise enumerated.

48. **Payments to Plaintiff and PAGA Counsel and Others.** Subject to the terms and conditions of this Settlement, the Settlement Administrator will make the following payments out of the Maximum Settlement Amount as follows:

1 (a) **To Plaintiff:** In addition to her Aggrieved Employee Payment Share,
2 Plaintiff will apply to the Superior Court for PAGA Representative Payment in an amount not to
3 exceed Ten Thousand Dollars and Zero Cents (\$10,000.00). Defendants will not oppose this PAGA
4 Representative Payment. The Settlement Administrator will pay the PAGA Representative
5 Payment approved by the Superior Court out of the Maximum Settlement Amount. Payroll tax
6 withholding and deductions will not be taken from the PAGA Representative Payment and an IRS
7 Form 1099 will be issued to Plaintiff for this payment.

8 (b) **To PAGA Counsel:** PAGA Counsel will apply to the Superior Court for the
9 PAGA Counsel Fees Payment in an amount not to exceed thirty-five percent (35%) of the
10 Maximum Settlement Amount (currently estimated to be One Hundred and Forty-Eight Thousand,
11 Seven Hundred and Fifty Dollars and Zero Cents (\$148,750.00)). PAGA Counsel will also submit
12 to the Superior Court a memorandum of costs for the PAGA Counsel Litigation Expenses Payment
13 in an amount not to Eleven Thousand, Five Hundred Dollars and Zero Cents (\$11,500.00) as
14 request reasonable costs of suit to be paid from the Maximum Settlement Amount. Defendants will
15 not oppose these requests. The Settlement Administrator will pay the amounts approved by the
16 Superior Court out of the Maximum Settlement Amount. Withholding and deductions will not be
17 taken from the PAGA Counsel Fees Payment or PAGA Counsel Litigation Expenses Payment and
18 one or more IRS Forms 1099 will be issued to PAGA Counsel with respect to those payments.

19 (c) **To the LWDA:** As part of their Motion for Approval, the Parties will jointly
20 apply to the Superior Court for approval of the LWDA Payment in an amount currently estimated to
21 be currently estimated to be One Hundred Eighty-One Thousand Five Hundred Dollars and Zero
22 Cents (\$181,500.00), which shall constitute the LWDA's seventy-five percent (75%) share the Net
23 Settlement Amount.

24 (d) **To the Aggrieved Employees:** As part of their Motion for Approval, the
25 Parties will jointly apply to the Superior Court for approval of the Aggrieved Employee Payment in
26 an amount currently estimated to be currently estimated to be Sixty Thousand Five Hundred
27 Dollars and Zero Cents (\$60,500.00), which shall constitute the PAGA Group's twenty-five percent
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1 (25%) share the Net Settlement Amount.

2 (e) **To the Settlement Administrator:** The Settlement Administrator will be
3 paid from the Maximum Settlement Amount its reasonable fees and expenses as approved by the
4 Superior Court, which are estimated not to exceed Twelve Thousand Seven Hundred Fifty Dollars
5 and Zero Cents (\$12,750.00).

6 49. **Appointment of Settlement Administrator.** The Parties will ask the Superior
7 Court to appoint Phoenix Class Action Administration Solutions, a qualified and experienced
8 administrator based in California where the Action is venued, to serve as the Settlement
9 Administrator, which, as a condition of appointment, will agree to be bound by this Agreement with
10 respect to the performance of its duties and its compensation. The Settlement Administrator's
11 duties will include (i) calculating Aggrieved Employee Payment Shares; (ii) preparing, printing, and
12 mailing the PAGA Settlement Notice to all Aggrieved Employees; (iii) using reasonable measures
13 to contact all Aggrieved Employees, including conducting a National Change of Address search on
14 all Aggrieved Employees before mailing the PAGA Settlement Notice to each Aggrieved
15 Employee's address; (iv) re-mailing the PAGA Settlement Notice to the Aggrieved Employee's
16 new address for those Aggrieved Employees whose address had changed; (v) setting up a toll-free
17 telephone number to receive calls from Aggrieved Employees; (vi) issuing the checks to effectuate
18 the payments due under the Settlement; (vii) using reasonable measures to deliver issued checks to
19 Aggrieved Employees, including use of a "skip-trace" for undeliverable checks; and (viii) otherwise
20 administering the Settlement pursuant to this Agreement. The Settlement Administrator will have
21 the final authority to resolve all disputes concerning the calculation of an Aggrieved Employee's
22 Aggrieved Employee Payment Share, subject to the terms set forth in this Agreement. The
23 Settlement Administrator's reasonable fees and expenses are estimated to not exceed Twelve
24 Thousand, Seven Hundred and Fifty Dollars and Zero Cents (\$12,750.00) and will be paid out of
25 the Maximum Settlement Amount, as set forth herein, subject to Court approval.

26 **V. RELEASE OF CLAIMS**

27 50. **Plaintiff's Released Claims.** Plaintiff, individually and on behalf of Plaintiff's
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1 heirs, executors, administrators, representatives, attorneys, successors and assigns knowingly and
2 voluntarily releases and forever discharges Defendants, including any and all parent corporations,
3 affiliates, subsidiaries, managers, predecessors, insurers, successors and assigns, including but not
4 limited to each of their current and former attorneys officers, directors and agents thereof, both
5 individually and in their business capacities, (collectively, "Plaintiff's Released Parties"), to the
6 fullest extent permitted by law, of and from any and all claims, known and unknown, asserted and
7 unasserted, which Plaintiff has or may have against the Plaintiff's Released Parties as of the date of
8 execution of this Settlement Agreement. Plaintiff is not waiving any rights Plaintiff may have to:
9 (i) Plaintiff's own vested accrued employee benefits under the Defendants' health, welfare or
10 retirement benefits plans, if any, as of the date of execution of this Settlement Agreement; (ii)
11 benefits or rights to seek benefits under applicable workers' compensation (except as to claims
12 under Labor Code §§ 132a and 4553 which are expressly released herein) or unemployment
13 insurance or indemnification statutes; (iii) pursue claims which by law cannot be waived by signing
14 this Settlement Agreement; and (iv) enforce this Settlement Agreement.

15 51. To affect a full and complete general release as described above, Plaintiff expressly
16 waives and relinquishes all rights and benefits of § 1542 of the Civil Code of the State of California
17 and does so understanding and acknowledging the significance and consequence of specifically
18 waiving § 1542. Thus, notwithstanding the provisions of § 1542, and to implement a full and
19 complete release and discharge of all parties, Plaintiff expressly acknowledges this Settlement
20 Agreement is intended to include in its effect, without limitation, all claims Plaintiff does not know
21 or suspect to exist in Plaintiff's favor at the time of signing this Settlement Agreement, and that this
22 Settlement Agreement contemplates the extinguishment of any such claims. Plaintiff warrants
23 Plaintiff has read this Settlement Agreement, including this waiver of California Civil Code § 1542,
24 and that Plaintiff has consulted with or had the opportunity to consult with counsel of Plaintiff's
25 choosing about this Settlement Agreement and specifically about the waiver of § 1542, and that
26 Plaintiff understands this Settlement Agreement and the § 1542 waiver, and so Plaintiff freely and
27 knowingly enters into this Settlement Agreement. Plaintiff further acknowledges that Plaintiff later
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1 may discover facts different from or in addition to those Plaintiff now knows or believes to be true
2 regarding the matters released or described in this Settlement Agreement, and even so Plaintiff
3 agrees that the releases and agreements contained in this Settlement Agreement shall remain
4 effective in all respects notwithstanding any later discovery of any different or additional facts.
5 Plaintiff expressly assume any and all risk of any mistake in connection with the true facts involved
6 in the matters, disputes or controversies released or described in this Settlement Agreement or with
7 regard to any facts now unknown to Plaintiff relating thereto.

8 **52. PAGA Group Released Claims.** As of the date of the Judgment, each Aggrieved
9 Employee, and without the need to manually sign a release document, shall release the Released
10 Parties and the State of California for claims for civil penalties pursuant to PAGA based upon all
11 causes of action and claims that were alleged in the Action or reasonably could have been alleged
12 based on the facts and legal theories contained in the Action and/or the LWDA Exhaustion Letter
13 including all of the following claims for relief: (i) failure to pay all regular wages, minimum wages
14 and overtime wages due (Cal. Lab. Code §§ 510, 558, 1194, 1194.2, 1197, 1197.1, & 1198); (ii)
15 failure to provide compliant meal periods (Cal. Lab. Code §§ 226.7 & 512); (iii) failure to provide
16 compliant rest breaks (Cal. Lab. Code § 226.7); (iv) failure to timely pay wages during employment
17 (Cal. Lab. Code §§ 204 & 210); (v) failure to provide complete, accurate wage statements (Cal.
18 Lab. Code § 226); (vi) failure to pay wages timely at time of termination or resignation (Cal. Lab.
19 Code §§ 201-203); (vii) failure to maintain accurate records (Cal. Lab. Code §§ 1174(d) & 1174.5);
20 (viii) all claims under the California Labor Code Private Attorneys General Act of 2004 that could
21 have been premised on the claims, causes of action or legal theories described above or any of the
22 claims, causes of action or legal theories of relief pleaded in the Action; (ix) any claim for costs and
23 attorneys' fees and expenses; and (x) any claim arising from the claims described above under
24 applicable federal, state, local or territorial law as well as applicable regulations and Wage Orders
25 (collectively, the "PAGA Released Claims"). PAGA Released Claims for Aggrieved Employees
26 who worked for Defendants in California during the PAGA Period shall have their claims released
27 during the PAGA Period. The Aggrieved Employees are not releasing any individual claims for
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wages or damages.

53. Released Parties include Defendants and its past or present, direct and/or indirect, officers, directors, employees and agents.

54. The PAGA Released Claims described in Paragraph 52 expressly excludes all claims made by Aggrieved Employees for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, claims while classified as exempt, and claims outside of the PAGA Period.

55. **PAGA Counsel.** As of the Effective Date, and except as otherwise provided by this Settlement, PAGA Counsel and any counsel associated with PAGA Counsel waive any further claims to costs and attorneys' fees and expenses against Defendants or the Released Parties arising from or related to the Action, including but not limited to claims based on the Labor Code, the Code of Civil Procedure, PAGA, the Fair Labor and Standards Act, the Business and Professions Code, or any other contract, statute or law ("PAGA Counsel Released Claims").

56. **No Effect on Other Benefits.** The payment of Aggrieved Employee Payment Shares will not result in any additional employee benefit payments (such as 401(k), vacation, or bonus) and shall not have any effect on the eligibility for, or calculation of, any employee benefit.

VI. DUTIES OF THE PARTIES

57. **Mutual Full Cooperation.** The Parties agree to cooperate fully with one another to accomplish and implement the terms of this Stipulation. Such cooperation shall include, but not be limited to, execution of such other documents and the taking of such other actions as may reasonably be necessary to fulfill the terms of this Settlement unless the Court deny the Settlement with prejudice. The Parties shall use their best efforts, including all efforts contemplated by this Stipulation and any other efforts that may become necessary by court order or otherwise, to effectuate this Stipulation and the terms set forth herein. As soon as practicable after execution of this Stipulation, PAGA Counsel, with the cooperation of Defendants and Defense Counsel, shall take all necessary and reasonable steps to secure the Court's approval of this Stipulation. The Parties will work together to make any non-material modifications of the Settlement requested by the Court

to obtain approval of the Parties' Settlement.

58. **Duty to Support and Defend the Settlement.** The Parties agree to abide by all of the terms of the Settlement in good faith and to support the Settlement fully and to use their best efforts to defend this Settlement from any legal challenge, whether by appeal or collateral attack.

59. **Duties Prior to Court Approval.** PAGA Counsel shall promptly submit this Stipulation to the Court for approval and determination by the Court as to its fairness, adequacy, and reasonableness. Promptly upon execution of this Stipulation, PAGA Counsel shall apply to the Court for the entry of an order, scheduling a hearing on the question of whether the proposed PAGA Settlement should be approved as fair, reasonable, and adequate as to the Aggrieved Employees, approving as to form and content the proposed PAGA Settlement Notice attached hereto as Exhibit "A", respectively, and directing the mailing of the PAGA Settlement Notice to the Aggrieved Employees.

60. **Non-Monetary Relief and Catalyzation of Policy Change.** Although Defendants deny any liability of any kind associated with the claims alleged in the Lawsuit, deny any liability or intentional wrongdoing, Defendants revised and updated their wage and hour policies and practices, including but not limited to their timekeeping policies and procedures and meal period and rest break policies and procedures.

VII. MISCELLANEOUS TERMS

61. **No Admission of Liability.** Defendants deny that it has engaged in any unlawful activity, has failed to comply with the law in any respect, or has any liability to anyone under the claims asserted in the Action. This Settlement is entered into solely for the purpose of compromising highly disputed claims. Nothing in this Settlement is intended or will be construed as an admission of liability or wrongdoing by Defendants, an admission by Plaintiff that any of her claims were non-meritorious, or any defense asserted by Defendants was meritorious. This Settlement and the fact that Plaintiff and Defendants were willing to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (other than solely in connection with the Settlement).

62. The Parties also agree that this release constitutes a resolution of a good faith dispute concerning wages and complies with Labor Code Section 206.5, which reads in part:

“Execution of release of claim or right on account of wages due.

No employer shall require the execution of any release of any claim or right on account of wages due, or to become due, or made, or made as an advance on wages to be earned, unless payment of those wages has been made.”

63. Whether or not the Judgment becomes Final, neither the Settlement, any document, statement, proceeding or conduct related to the Settlement, nor any reports or accounting of those matters, will be (i) construed as, offered or admitted in evidence as, received as, or deemed to be evidence for any purpose adverse to Defendants or any of the Released Parties, including, but not limited to, evidence of a presumption, concession, indication or admission by any of the Released Parties of any liability, fault, wrongdoing, omission, concession or damage; or (ii) disclosed, referred to or offered in evidence against any of the Released Parties, or any other civil, criminal or administrative action or proceeding except for purposes of effectuating this Settlement.

64. Notwithstanding Paragraph 63 of this Settlement, any and all provisions of this Settlement may be admitted in evidence and otherwise used in any and all proceedings to enforce any or all terms of this Settlement, or in defense of any claims released or barred by this Settlement.

65. **Non-Disparagement.** Plaintiff and PAGA Counsel agree not to make any untruthful, malicious, disparaging or defamatory statements, allegations, comments or communications, regardless of form (whether written, oral, electronic, including but not limited to Glassdoor, Yelp, or otherwise), regarding the Released Parties. Plaintiff and PAGA Counsel further agree not to encourage authorize or permit any such statements, allegations, comments or communications to be made by others on their behalf. To the extent Plaintiff and/or PAGA Counsel have posted any negative comments about the Released Parties on Glassdoor, Yelp, or other websites, Plaintiff and/or PAGA Counsel agree to request that these comments be removed and to provide a copy of such request to Defense Counsel within 30 days of the execution of this

1 Agreement.

2 66. **Waiver of Reemployment.** Plaintiff acknowledges that she has no intent to apply
3 for employment and/or re-employment with Defendants. Plaintiff further acknowledge that
4 Defendants or any related, successor, parent, or subsidiary companies has the right to refuse rehire
5 Plaintiff for non-discriminatory and non-retaliatory reasons and Plaintiff acknowledges that
6 Defendants' position is that such legitimate non-discriminatory and non-retaliatory reasons exist.

7 67. **Integrated Agreement.** After this Settlement is signed and delivered by all Parties
8 and their counsel, this Settlement and its exhibits will constitute the entire agreement between the
9 Parties relating to the Settlement, and it will then be deemed that no oral representations, warranties,
10 covenants, or inducements have been made to any Party concerning this Settlement or its exhibits
11 other than the representations, warranties, covenants, and inducements expressly stated in this
12 Settlement and its exhibits.

13 68. **Attorney Authorization.** PAGA Counsel and Defense Counsel warrant and
14 represent that they are authorized by Plaintiff and Defendants, respectively, to take all appropriate
15 action required or permitted to be taken by such Parties pursuant to this Settlement to effectuate its
16 terms, and to execute any other documents required to effectuate the terms of this Settlement. The
17 Parties and their counsel will cooperate with each other and use their best efforts to affect the
18 implementation of the Settlement. In the event the Parties are unable to reach agreement on the
19 form or content of any document needed to implement the Settlement, or on any supplemental
20 provisions that may become necessary to effectuate the terms of this Settlement, the Parties will
21 seek the assistance of mediator David Phillips, Esq., and if no resolution is reached the Superior
22 Court, and in all cases all such documents, supplemental provisions and assistance of the court will
23 be consistent with this Settlement.

24 69. **Modification of Agreement.** This Agreement, and any and all parts of it, may be
25 amended, modified, changed, or waived only by an express written instrument signed by all Parties,
26 their successors-in-interest, and/or the Parties' respective counsel, as authorized.

27 70. **Settlement Binding on Successors.** This Settlement Agreement will be binding
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upon, and inure to the benefit of, the successors of each of the Parties.

71. **Applicable Law.** All terms and conditions of this Settlement and its exhibits will be governed by and interpreted according to the laws of the State of California, without giving effect to any conflict of law principles or choice of law principles.

72. **Cooperation in Drafting.** The Parties have cooperated in the drafting and preparation of this Settlement. This Settlement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

73. **Fair Settlement.** The Parties and their respective counsel believe and warrant that this Settlement reflects a fair, reasonable, and adequate settlement of the Action and have arrived at this Settlement through arms-length negotiations, taking into account all relevant factors, current and potential.

74. **Headings.** The descriptive heading of any section or Paragraph of this Settlement is inserted for convenience of reference only and does not constitute a part of this Settlement.

75. **Notice.** All notices, demands or other communications given under this Settlement will be in writing and deemed to have been duly given as of the third business day after mailing by U.S. Mail, addressed as follows:

<i>To PAGA Counsel:</i>	Adam Rose, Esq. Manny Starr, Esq. Frontier Law Center 23901 Calabasas Road, #1084 Calabasas, CA 91302
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<i>To Defendants' Counsel:</i>	Andrea Rosenkranz, Esq. Yahir A. Barragan, Esq. O'HAGAN MEYER 4695 MacArthur Court, Suite 900 Newport Beach, CA 92660
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76. **Execution in Counterpart.** This Settlement may be executed in one or more counterparts. All executed counterparts and each of them will be deemed to be one and the same instrument provided that counsel for the Parties will exchange between themselves original signed counterparts. Facsimile signatures, scanned PDF signatures, and electronic signatures will be

1 presumptive evidence of execution of the original, which shall be produced on reasonable request.
2 Any executed counterpart will be admissible to prove the existence and contents of this Settlement.

3
4 DATED: 10/29/24 | 10:54 PDT

MOUNU LEAR

DocuSigned by:

mounu lear

328ABDC71B0E49A...

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8 DATED: _____

DNS2 MANAGEMENT, LLC

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10 By: _____

11 Its: _____

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13 DATED: _____

**SHALHOUB MANAGEMENT COMPANY,
INC.**

14
15 By: _____

16 Its: _____

17
18 DATED: 10/29/24 | 10:52 PDT

FRONTIER LAW CENTER

DocuSigned by:

By: Manny Starr

Adam Rose, Esq.

Manny Starr, Esq.

Attorneys for Plaintiff,
MOUNU LEAR

1 DATED: _____

O'HAGAN MEYER

2
3 By: _____

4 Andrea Rosenkranz, Esq.

5 Yahir A. Barragan, Esq.

6 Attorneys for Defendants

7 DNS2 MANAGEMENT, LLC AND SHALHOUB

8 MANAGEMENT COMPANY, INC.

Mounu Lear v. DNS2 Management, LLC and Shalhoub Management Company, Inc.
Riverside Superior Court Case No. CVRI2304984

|||||
<<PSA ID>>

<<First Last>>

<<Address>>

<<City, State, Zip, Country>>

Name/Address Changes (if any):

NOTICE OF PAGA REPRESENTATIVE ACTION SETTLEMENT

If you are or were a non-exempt, hourly employee of DNS2 Management, LLC and/or Shalhoub Management Company, Inc. at any time between December 20, 2022, and September 1, 2024, you are entitled to receive money from a PAGA Representative Action Settlement.

A court approved this notice. This is not a solicitation from a lawyer. You are not being sued.

1. Why should you read this Notice?

A settlement (the “Settlement”) has been reached in a PAGA representative action lawsuit entitled *Mounu Lear v. DNS2 Management, LLC, et al.*, Riverside County Superior Court Case No. CVRI2304984 (the “Action” or “Lawsuit”). The Defendants in the Action are DNS2 Management, LLC and Shalhoub Management Company, Inc. (“Defendants”).

The Court has approved a settlement that covers a “PAGA Group” (or “Aggrieved Employees”) defined as follows: All persons employed as hourly, non-exempt employees by either or both Defendants in the State of California at any time between December 20, 2022, and September 1, 2024.

Defendants’ employment records indicate that you meet this definition, which makes you a member of the PAGA Group (referred to in this Notice as a “Aggrieved Employee”). The Court directed that this Notice be sent to all Aggrieved Employees to inform you about the case and your rights in light of the Court’s approval of the Settlement.

This Notice explains the Action, the Settlement, and your legal rights.

2. What is this Lawsuit about?

On September 19, 2023, Plaintiff Mounu Lear (“Plaintiff” or the “PAGA Representative”) filed a Class Action Complaint on behalf of himself and all current and former non-exempt, hourly employees against Defendants in the Riverside County Superior Court, Case No. CVRI2304984. In her Complaint, Plaintiff pled causes of action for: (1) Minimum Wage Violations; (2) Overtime Violations; (3) Meal Period Violations; (4) Rest Period Violations; (5) Wage Statement Penalties; (6) Waiting Time Penalties; and (7) Violation of Unfair Competition Law (“Complaint”).

On April 24, 2023, Plaintiff amended the Complaint to dismiss her class claims and add a cause of action for Civil Penalties pursuant to the Private Attorneys’ General Act of 2004 (“PAGA”). PAGA allows employees to act as “private attorneys general” by filing lawsuits against employers for violations of California labor laws, essentially stepping into the shoes of state labor law enforcement agencies. When successful, these cases result in penalties that are split between the State of California (75%) and all affected employees (25%).

Defendants vigorously deny all the claims and contentions made in the Action and maintains they have fully complied with the law. However, Defendants have agreed to settle the Action to avoid the expense of litigation.

3. Why is there a Settlement?

The Court did not decide in favor of Plaintiff or Defendants. Instead, both sides agreed to a Settlement. This allows the Parties to avoid the risk and uncertainty of trial and any subsequent appeal, and all affected employees will receive compensation. The Settlement is not an admission of liability by Defendants. Plaintiff and the attorneys believe the Settlement is fair, reasonable and adequate, and in the best interests of all Aggrieved Employees.

4. What are the terms of the Settlement?

Defendants will pay Four Hundred and Twenty-Five Thousand Dollars and Zero Cents (\$425,000.00) to settle the Action (the “Maximum Settlement Amount”). The Maximum Settlement Amount includes: (a) all Payments to the Aggrieved Employees; (b) the Service Award to the PAGA Representative; (c) the PAGA Counsel’s attorneys’ fees and costs; (d) a payment to the California Labor and Workforce Development Agency (the “LWDA”); and (e) the reasonable fees and costs of the Settlement Administrator.

The Court has approved the following payments from the Maximum Settlement Amount:

- The PAGA Representative Payment of [REDACTED] Dollars and Zero Cents (\$[REDACTED].00)
- PAGA Counsel’s fees of [REDACTED] Dollars and Zero Cents (\$[REDACTED].00);
- PAGA Counsel’s out-of-pocket litigation costs of [REDACTED] Dollars and Zero Cents (\$[REDACTED].00); and
- Settlement Administration Costs for the third-party Settlement Administrator of [REDACTED] Dollars and Zero Cents (\$[REDACTED].00).

The law requires that [REDACTED] Dollars and Zero Cents (\$[REDACTED].00), or 75% of the [REDACTED] Dollars and Zero Cents (\$[REDACTED].00) remaining in the Maximum Settlement Amount, be paid to the LWDA. The remaining [REDACTED] Dollars and Zero Cents (\$[REDACTED].00) (“Aggrieved Employee Payment”) will be paid out to the Aggrieved Employees. No portion of the Maximum Settlement Amount will be returned to Defendants.

5. How much am I receiving?

Each Aggrieved Employee will receive a *pro rata* share of the Aggrieved Employee Payment based on the number of pay periods the person worked for either or both Defendants in the State of California as hourly-paid, non-exempt employee at any time between December 20, 2022, and September 1, 2024. Any pay period in which an Aggrieved Employee worked at least one day shall be counted as a pay period.

To calculate an Aggrieved Employee’s Payment Share, the PAGA Payment will be divided by the aggregate total number of pay periods of all Aggrieved Employees, resulting in the “Pay Period Value.” Each Aggrieved Employee’s Payment Share will be calculated by multiplying each individual Aggrieved Employee’s total number of pay periods by the Pay Period Value.

Your Compensable Pay Periods are: <<PayPeriods>>

Your Individual PAGA Payment is: \$<<Est.PAGAPaymentAmt>>

All settlement payments are subject to taxation. Each Individual PAGA Payment will be allocated as follows: 100% as penalties that will not be subject to deductions and withholdings. Each Aggrieved Employee will receive an IRS Form-1099 for his/her/their Aggrieved Employee Payment Share, unless said payment is less than or equal to \$600.00.

The Parties and their attorneys cannot provide and will not provide any advice regarding tax obligations. Aggrieved Employees should consult with their tax advisors concerning the tax consequences of the payments they receive under the Settlement.

The Settlement checks will be able to be cashed for 180 days after they are issued. After 180 days, the Settlement checks will no longer be able to be cashed. Any funds represented by Settlement checks remaining uncashed for more than 180 days after issuance shall be transmitted to the Controller of the State of California to be held pursuant to the Unclaimed Property Law, California Code of Civil Procedure Section 1500, *et seq.* in the names of those Aggrieved Employees who did not cash their Settlement checks until such time they claim their property.

6. What claims are being released by the Settlement?

A Judgment has been entered by the Court. Upon the Effective Date of the Judgment, all Aggrieved Employees shall release the Released Parties from the Released Claims for the PAGA Period, which is defined as the period of time between December 20, 2022, and September 1, 2024.

As of the date of the Judgment, each Aggrieved Employee, and without the need to manually sign a release document, shall release the Released Parties and the State of California for claims for civil penalties pursuant to PAGA based upon all causes of action and claims that were alleged in the Action or reasonably could have been alleged based on the facts and legal theories contained in the Action and/or the LWDA Exhaustion Letter including all of the following claims for relief: (i) failure to pay all regular wages, minimum wages and overtime wages due (Cal. Lab. Code §§ 510, 558, 1194, 1194.2, 1197, 1197.1, & 1198); (ii) failure to provide compliant meal periods (Cal. Lab. Code §§ 226.7 & 512); (iii) failure to provide compliant rest breaks (Cal. Lab. Code § 226.7); (iv) failure to timely pay wages during employment (Cal. Lab. Code §§ 204 & 210); (v) failure to provide complete, accurate wage statements (Cal. Lab. Code § 226); (vi) failure to pay wages timely at time of termination or resignation (Cal. Lab. Code §§ 201-203); (vii) failure to maintain accurate records (Cal. Lab. Code §§ 1174(d) & 1174.5); (viii) all claims under the California Labor Code Private Attorneys General Act of 2004 that could have been premised on the claims, causes of action or legal theories described above or any of the claims, causes of action or legal theories of relief pleaded in the Action; (ix) any claim for costs and attorneys' fees and expenses; and (x) any claim arising from the claims described above under applicable federal, state, local or territorial law as well as applicable regulations and Wage Orders (collectively, the "PAGA Released Claims"). PAGA Released Claims for Aggrieved Employees who worked for Defendants in California during the PAGA Period shall have their claims released during the PAGA Period. The Aggrieved Employees are not releasing any individual claims for wages or damages.

Aggrieved Employees cannot opt out of or object to the foregoing Release.

PLEASE DO NOT TELEPHONE THE COURT OR DEFENDANTS' MANAGERS, SUPERVISORS,
OR ATTORNEYS ABOUT THIS SETTLEMENT
They will not be able to assist you.

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Exhibit 6

Time and Fees

for Mounu Kiudoleva Lear - Employment Claim - Shalhoub Management Company, Inc. | DNS2 Management, LLC

Time and Fee entries

Date	Activity	Description	Staff	Duration	Rate	Billable?	Write Off?	Status	Total
10/29/2024		Work on approval papers	Manny Starr	6.00	\$750.00	True	No	-	\$4,500.00
10/28/2024		Draft Proposed Order	Mike Rachmann	1.50	\$650.00	True	No	-	\$975.00
10/28/2024		Draft Compliance Chart	Mike Rachmann	1.30	\$650.00	True	No	-	\$845.00
10/28/2024		Initial Draft of Settlement Agreement	Mike Rachmann	4.00	\$650.00	True	No	-	\$2,600.00
10/28/2024		Review CMO, assist with approval papers	Manny Starr	4.00	\$750.00	True	No	-	\$3,000.00
10/28/2024		2024 08 29 Rosenkranz DECL ISO MPSA reviewed	Manny Starr	0.20	\$750.00	True	No	-	\$150.00
10/28/2024		Lear Amended PAGA Letter reviewed	Mike Rachmann	0.10	\$650.00	True	No	-	\$65.00
10/28/2024		Approval papers created, then edited	Mike Rachmann	6.90	\$650.00	True	No	-	\$4,485.00
10/24/2024		1 email sent/reviewed regarding Lear v. DNS2 Management, LLC, et al. joint status conference statement, and inquiry [IMAN-ACTIVE.FID343672]	Manny Starr	0.20	\$750.00	True	No	-	\$150.00
10/24/2024		PLT Mediation Brief - Lear v. Shalhoub reviewed	Mike Rachmann	0.20	\$650.00	True	No	-	\$130.00
10/1/2024		Memo edited - HRNG - Status Conference	Cynthia Rodriguez	0.10	\$225.00	True	No	-	\$22.50
10/1/2024		1 email sent/reviewed regarding Mounu Lear v. Shalhoub Management Company, Inc. and DNS2 Management, LLC - Incoming Mail	Cynthia Rodriguez	0.10	\$225.00	True	No	-	\$22.50
10/1/2024		Matter admin	Cynthia Rodriguez	0.10	\$225.00	True	No	-	\$22.50
9/30/2024		PLT Mediation Brief reviewed, approval work	Manny Starr	0.70	\$750.00	True	No	-	\$525.00
9/30/2024		Phone Call From: Mounu Kiudoleva Lear	Taylor McCarthy	0.10	\$75.00	True	No	-	\$7.50
9/30/2024		3 messages sent/reviewed	Taylor McCarthy	0.10	\$75.00	True	No	-	\$7.50
9/26/2024		Matter admin	Cynthia Rodriguez	0.10	\$225.00	True	No	-	\$22.50

9/26/2024		Memo created, then reviewed - HRNG - Status Conference	Cynthia Rodriguez	0.20	\$225.00	True	No	-		\$45.00
9/25/2024		CMC (DEPT 1) attended	Adam Rose	0.50	\$800.00	True	No	-		\$400.00
9/20/2024		1 email sent/reviewed regarding Reservation: CVRI2304984 - 708262420031	Cynthia Rodriguez	0.10	\$225.00	True	No	-		\$22.50
9/18/2024		Mounu Kiuleva Lear - Brief Summary reviewed	Adam Rose	0.10	\$800.00	True	No	-		\$80.00
9/18/2024		Mounu Kiuleva Lear - Detailed Summary reviewed	Adam Rose	0.10	\$800.00	True	No	-		\$80.00
9/12/2024		1 email sent/reviewed regarding Lear v. DNS2 Management, LLC, et al. joint status conference statement, and inquiry [IMAN-ACTIVE.FID343672]	Mike Rachmann	0.10	\$425.00	True	No	-		\$42.50
9/9/2024		Work on settlement agreement	Manny Starr	4.00	\$750.00	True	No	-		\$3,000.00
9/9/2024		2024 07 09 DNS2 & SMC MOU Fully Executed reviewed	Adam Rose	0.10	\$800.00	True	No	-		\$80.00
9/9/2024		Lear Amended PACA Letter reviewed	Manny Starr	0.30	\$750.00	True	No	-		\$225.00
9/9/2024		PLT Mediation Brief - Lear v. Shalhoub reviewed	Manny Starr	0.30	\$750.00	True	No	-		\$225.00
9/9/2024		Obtain additional admin quote	Manny Starr	0.20	\$750.00	True	No	-		\$150.00
9/9/2024		Review MOU, work on long form	Manny Starr	0.40	\$750.00	True	No	-		\$300.00
9/9/2024		Lear Amended Complaint reviewed, work on approval	Manny Starr	0.30	\$750.00	True	No	-		\$225.00
9/9/2024		1 email sent/reviewed regarding JTC Invoice #240803 - DNS2	Taylor McCarthy	0.10	\$75.00	True	No	-		\$7.50
9/6/2024		1 email sent/reviewed regarding Lear v. DNS2 Management, LLC, et al. joint status conference statement, and inquiry [IMAN-ACTIVE.FID343672]	Mike Rachmann	0.10	\$425.00	True	No	-		\$42.50
9/3/2024		Phone Call To: Mounu Kiuleva Lear	Adam Rose	0.10	\$800.00	True	No	-		\$80.00
8/30/2024		Mediation notes 7.8.24 reviewed	Manny Starr	0.30	\$750.00	True	No	-		\$225.00
8/30/2024		2 emails sent/reviewed regarding DNS2 Management	Manny Starr	0.20	\$750.00	True	No	-		\$150.00
8/29/2024		Admin quote request	Manny Starr	0.20	\$750.00	True	No	-		\$150.00
8/29/2024		Lear- Class Action Case Management Order No.1 reviewed	Manny Starr	0.40	\$750.00	True	No	-		\$300.00

8/29/2024	1 email sent/reviewed regarding Lear v. DNS2 Management, LLC, et al. joint status conference statement, and inquiry [IMAN-ACTIVE.FID343672]	Manny Starr	0.20	\$750.00	True	No	-	\$150.00
8/29/2024	1 email sent/reviewed regarding Lear v. DNS2 Management, LLC, et al. joint status conference statement, and inquiry [IMAN-ACTIVE.FID343672]	Mike Rachmann	0.50	\$425.00	True	No	-	\$212.50
8/29/2024	20240829 Lear v. DNS2 Management PAGA Administration Manny Starr - Frontier 2772 created	Mike Rachmann	0.10	\$425.00	True	No	-	\$42.50
8/29/2024	Working on settlement approval paperwork, internal meeting	Manny Starr	2.20	\$750.00	True	No	-	\$1,650.00
8/9/2024	1 email sent/reviewed regarding Lear v. DNS2 Management, new CMC date	Cynthia Rodriguez	0.20	\$225.00	True	No	-	\$45.00
8/9/2024	1 email sent/reviewed regarding Mounu Lear v. Shalhoub Management Company, Inc. and DNS2 Management, LLC - Incoming Mail	Cynthia Rodriguez	0.10	\$225.00	True	No	-	\$22.50
8/7/2024	PLT Mediation Brief reviewed	Mike Rachmann	0.20	\$425.00	True	No	-	\$85.00
8/6/2024	2024 07 09 DNS2 & SMC MOU.Fully Executed reviewed	Collette Navasartian	0.10	\$225.00	True	No	-	\$22.50
8/6/2024	Matter admin	Cynthia Rodriguez	0.10	\$225.00	True	No	-	\$22.50
7/24/2024	PLT Mediation Brief reviewed	Manny Starr	0.40	\$750.00	True	No	-	\$300.00
7/17/2024	2024 07 09 DNS2 & SMC MOU.Fully Executed reviewed	Manny Starr	0.30	\$750.00	True	No	-	\$225.00
7/17/2024	Mediation notes 7.8.24 reviewed	Manny Starr	0.20	\$750.00	True	No	-	\$150.00
7/11/2024	Phone Call From: Mounu Kiudoleva Lear	Adam Rose	0.10	\$800.00	True	No	-	\$80.00
7/11/2024	Phone Call To: Mounu Kiudoleva Lear	Adam Rose	0.10	\$800.00	True	No	-	\$80.00
7/11/2024	Mediation notes 7.8.24 reviewed	Manny Starr	0.30	\$750.00	True	No	-	\$225.00
7/11/2024	Phone Call From: Mounu Kiudoleva Lear	Alina Arama	0.10	\$75.00	True	No	-	\$7.50
7/9/2024	Mediation notes 7.8.24 edited	Manny Starr	0.50	\$750.00	True	No	-	\$375.00
7/9/2024	1 email sent/reviewed regarding Lear v. DNS2 Management, LLC, et al. Mediator's Proposal Accepted [IMAN-ACTIVE.FID343672]	Taylor McCarthy	0.10	\$75.00	True	No	-	\$7.50
7/9/2024	1 email sent/reviewed regarding Lear v. DNS2 Management, LLC, et al. Mediator's Proposal Accepted [IMAN-ACTIVE.FID343672]	Cynthia Rodriguez	0.10	\$225.00	True	No	-	\$22.50

7/8/2024		Prep for, attend mediation	Manny Starr	9.50	\$750.00	True	No	-	\$7,125.00
7/8/2024		Phone Call To: Mounu Kiuleva Lear	Adam Rose	0.10	\$800.00	True	No	-	\$80.00
7/8/2024		Phone Call To: Mounu Kiuleva Lear	Adam Rose	0.20	\$800.00	True	No	-	\$160.00
7/8/2024		Phone Call To: Mounu Kiuleva Lear	Adam Rose	0.10	\$800.00	True	No	-	\$80.00
7/8/2024		Mediation attended	Adam Rose	8.00	\$800.00	True	No	-	\$6,400.00
7/8/2024		DNS2 Management - DRAFT PAGA - JUL 6 2024 reviewed	Adam Rose	0.10	\$800.00	True	No	-	\$80.00
7/8/2024		1 email sent/reviewed regarding Mounu Lear v. DNS2 Management, LLC, et al. - urgent request for expert analysis	Manny Starr	0.20	\$750.00	True	No	-	\$150.00
7/8/2024		Mediation notes 7.8.24 created, then edited	Manny Starr	0.60	\$650.00	True	No	-	\$390.00
7/8/2024		Memo created - Mediation Notes	Cynthia Rodriguez	0.10	\$225.00	True	No	-	\$22.50
7/8/2024		1 email sent/reviewed regarding Lear - violation rates - Lear v. DNS2	Cynthia Rodriguez	0.10	\$225.00	True	No	-	\$22.50
7/7/2024		Phone Call To: Mounu Kiuleva Lear	Manny Starr	0.40	\$750.00	True	No	-	\$300.00
7/6/2024		DNS2 Management - DRAFT PAGA - JUL 6 2024 created	Adam Rose	0.10	\$800.00	True	No	-	\$80.00
7/5/2024		Further work with expert in prep for mediation	Manny Starr	2.00	\$750.00	True	No	-	\$1,500.00
7/5/2024		Phone Call To: Mounu Kiuleva Lear	Adam Rose	0.10	\$800.00	True	No	-	\$80.00
7/5/2024		Phone Call To: Mounu Kiuleva Lear	Manny Starr	0.10	\$650.00	True	No	-	\$65.00
7/5/2024		1 message sent/reviewed	Taylor McCarthy	0.20	\$75.00	True	No	-	\$15.00
7/4/2024		Lear Amended Complaint reviewed	Manny Starr	0.20	\$750.00	True	No	-	\$150.00
7/4/2024		CLASS ACTION COMPLAINT (5) reviewed	Manny Starr	0.20	\$750.00	True	No	-	\$150.00
7/4/2024		Memo edited - Clients info	Manny Starr	0.20	\$750.00	True	No	-	\$150.00
7/4/2024		Review Mediation Data	Manny Starr	0.30	\$750.00	True	No	-	\$225.00
7/4/2024		Work on PLT Mediation Brief	Manny Starr	1.70	\$750.00	True	No	-	\$1,275.00
7/4/2024		Mounu Lear PAGA Data Requests reviewed	Manny Starr	0.40	\$750.00	True	No	-	\$300.00
7/4/2024		Finalize mediation brief	Manny Starr	6.30	\$750.00	True	No	-	\$4,725.00

7/3/2024		Further work on mediation brief	Manny Starr	3.00	\$750.00	True	No	-	\$2,250.00
7/3/2024		Prep for and attend call with expert re: liability analysis	Manny Starr	3.80	\$750.00	True	No	-	\$2,850.00
7/3/2024		Lear- DNS2 Amended paga letter reviewed	Manny Starr	0.10	\$650.00	True	No	-	\$65.00
7/1/2024		Work on mediation brief	Manny Starr	4.50	\$750.00	True	No	-	\$3,375.00
7/1/2024		Phone Call From: Mounu Kiuleva Lear	Adam Rose	0.10	\$800.00	True	No	-	\$80.00
7/1/2024		Phone Call To: Mounu Kiuleva Lear	Adam Rose	0.10	\$800.00	True	No	-	\$80.00
7/1/2024		SMCDNS000001 to SMCDNS000008 reviewed	Alina Arama	0.10	\$75.00	True	No	-	\$7.50
6/30/2024		Review file, review produced docs	Manny Starr	5.20	\$750.00	True	No	-	\$3,900.00
6/28/2024		1 email sent/reviewed regarding [E-SERVICE] Lear vs. DNS2 Management, LLC	Cynthia Rodriguez	0.20	\$225.00	True	No	-	\$45.00
6/27/2024		Memo created - Mediation Data	Adam Rose	0.20	\$800.00	True	No	-	\$160.00
6/25/2024		Lear Amended Complaint reviewed	Manny Starr	0.70	\$750.00	True	No	-	\$525.00
6/25/2024		Document production reviewed	Manny Starr	2.50	\$750.00	True	No	-	\$1,875.00
6/25/2024		1 email sent/reviewed regarding [E-SERVICE] Lear vs. DNS2 Management, LLC	Taylor McCarthy	0.10	\$75.00	True	No	-	\$7.50
5/29/2024		1 email sent/reviewed regarding [E-SERVICE] Lear vs. DNS2 Management, LLC	Cynthia Rodriguez	0.20	\$225.00	True	No	-	\$45.00
5/7/2024		Phone Call From: Mounu Kiuleva Lear	Adam Rose	0.10	\$800.00	True	No	-	\$80.00
4/26/2024		Lear Amended Complaint created	Cynthia Rodriguez	0.10	\$225.00	True	No	-	\$22.50
4/26/2024		1 email sent/reviewed regarding Mounu Lear v. DNS2 Management, LLC, et al. - service of first amended complaint	Cynthia Rodriguez	0.10	\$225.00	True	No	-	\$22.50
4/18/2024		1 email sent/reviewed regarding Mounu Lear v. DNS2 Management, LLC, et al. - order allowing a first amended complaint	Cynthia Rodriguez	0.20	\$225.00	True	No	-	\$45.00
4/15/2024		Phone Call From: Mounu Kiuleva Lear	Adam Rose	0.10	\$800.00	True	No	-	\$80.00
4/10/2024		Prepare stipulation to file a first amended complaint, and first amended complaint	Adam Rose	4.00	\$850.00	True	No	-	\$3,400.00
4/10/2024		1 email sent/reviewed regarding Lear v. DNS2 Management - new CMC date	Cynthia Rodriguez	0.20	\$225.00	True	No	-	\$45.00

4/10/2024		Matter admin	Cynthia Rodriguez	0.10	\$225.00	True	No	-	\$22.50
4/10/2024		Memo created - HRNG - CMC	Cynthia Rodriguez	0.10	\$225.00	True	No	-	\$22.50
4/10/2024		Memo edited - Clients info	Cynthia Rodriguez	0.10	\$225.00	True	No	-	\$22.50
4/3/2024		Phone Call To: Mounu Kiuleva Lear	Adam Rose	0.10	\$800.00	True	No	-	\$80.00
4/3/2024		Phone Call To: Mounu Kiuleva Lear	Adam Rose	0.10	\$800.00	True	No	-	\$80.00
4/1/2024		Phone Call To: Mounu Kiuleva Lear	Adam Rose	0.20	\$800.00	True	No	-	\$160.00
4/1/2024		Phone Call To: Mounu Kiuleva Lear	Adam Rose	0.10	\$800.00	True	No	-	\$80.00
4/1/2024		Mounu Kiuleva Lear - Brief Summary reviewed	Adam Rose	0.10	\$800.00	True	No	-	\$80.00
3/12/2024		Phone Call To: Mounu Kiuleva Lear	Adam Rose	0.20	\$800.00	True	No	-	\$160.00
3/12/2024		Lear - NTC of Complex Case Fees Due reviewed	Mary Mars	0.10	\$225.00	True	No	-	\$22.50
2/13/2024		Matter admin	Mary Mars	0.10	\$225.00	True	No	-	\$22.50
1/29/2024		Phone Call To: Mounu Kiuleva Lear	Adam Rose	0.10	\$800.00	True	No	-	\$80.00
1/26/2024		Phone Call To: Mounu Kiuleva Lear	Adam Rose	0.10	\$800.00	True	No	-	\$80.00
1/25/2024		Phone Call To: Mounu Kiuleva Lear	Adam Rose	0.10	\$800.00	True	No	-	\$80.00
1/24/2024		Phone Call To: Mounu Kiuleva Lear	Adam Rose	0.10	\$800.00	True	No	-	\$80.00
1/23/2024		Phone Call To: Mounu Kiuleva Lear	Adam Rose	0.10	\$800.00	True	No	-	\$80.00
1/22/2024		Phone Call To: Mounu Kiuleva Lear	Adam Rose	0.10	\$800.00	True	No	-	\$80.00
1/22/2024		1 message sent/reviewed	Mary Mars	0.10	\$225.00	True	No	-	\$22.50
1/22/2024		Matter admin	Mary Mars	0.10	\$225.00	True	No	-	\$22.50
1/19/2024		Email attachment reviewed - 2024 01 04 ORD Granting STIP CONT CMC	Cynthia Rodriguez	0.10	\$225.00	True	No	-	\$22.50
1/19/2024		1 email sent/reviewed regarding [E-SERVICE] Lear vs. DNS2 Management, LLC	Cynthia Rodriguez	0.10	\$225.00	True	No	-	\$22.50
1/17/2024		2 emails sent/reviewed regarding [E-SERVICE] Lear vs. DNS2 Management, LLC	Cynthia Rodriguez	0.40	\$225.00	True	No	-	\$90.00
1/16/2024		Matter admin	Mary Mars	0.10	\$225.00	True	No	-	\$22.50

1/5/2024		Memo created - Clients info	Mary Mars	0.10	\$225.00	True	No	-	\$22.50
1/4/2024		Drafted Contact letter	Mary Mars	0.10	\$225.00	True	No	-	\$22.50
12/21/2023		Matter admin	Mary Mars	0.10	\$225.00	True	No	-	\$22.50
12/20/2023		LEAR PAGA 1&2 DEL reviewed	Adam Rose	0.10	\$800.00	True	No	-	\$80.00
12/20/2023		20231011154457756 reviewed	Adam Rose	0.10	\$800.00	True	No	-	\$80.00
12/19/2023		Matter admin	Mary Mars	0.10	\$225.00	True	No	-	\$22.50
12/4/2023		1 email sent/reviewed regarding Mounu Lear v. Shalhoub Management Company, Inc. and DNS2 Management, LLC	Mary Mars	0.10	\$225.00	True	No	-	\$22.50
11/29/2023		CMC (Dept. 1 Riverside) attended	Adam Rose	0.50	\$800.00	True	No	-	\$400.00
11/29/2023		Matter admin	Mary Mars	0.10	\$225.00	True	No	-	\$22.50
11/15/2023		filed-File CMC statement attended	Adam Rose	0.50	\$800.00	True	No	-	\$400.00
11/15/2023		Notice of Document Quality Assurance (1) created	Mary Mars	0.10	\$225.00	True	No	-	\$22.50
11/15/2023		Case Management Statement (27) created	Mary Mars	0.10	\$225.00	True	No	-	\$22.50
11/15/2023		Proof of Service of Summons (4) created	Mary Mars	0.10	\$225.00	True	No	-	\$22.50
11/14/2023		Mounu Kiudoleva Lear - Detailed Summary reviewed	Adam Rose	0.10	\$800.00	True	No	-	\$80.00
11/14/2023		Matter admin	Mary Mars	0.10	\$225.00	True	No	-	\$22.50
11/2/2023		Matter admin	Collette Navasartian	0.10	\$225.00	True	No	-	\$22.50
10/19/2023		Matter admin	Collette Navasartian	0.10	\$225.00	True	No	-	\$22.50
10/19/2023		Email attachment reviewed - Lear- Class Action Case Management Order No.1	Collette Navasartian	0.10	\$225.00	True	No	-	\$22.50
10/18/2023		1 email sent/reviewed regarding Mounu Lear v. Shalhoub Management Company, Inc. and DNS2 Management, LLC	Mary Mars	0.10	\$225.00	True	No	-	\$22.50
10/18/2023		Matter admin	Mary Mars	0.10	\$225.00	True	No	-	\$22.50
10/3/2023		Phone Call From: Mounu Kiudoleva Lear	Mary Mars	0.10	\$225.00	True	No	-	\$22.50
10/3/2023		Memo edited - Legal entities	Mary Mars	0.10	\$225.00	True	No	-	\$22.50
10/3/2023		Memo reviewed - Evaluation	Mary Mars	0.10	\$225.00	True	No	-	\$22.50

10/3/2023		Gave client a case update	Mary Mars	0.20	\$225.00	True	No	-	\$45.00
9/19/2023		Prepare and file complaint	Adam Rose	4.00	\$850.00	True	No	-	\$3,400.00
9/19/2023		Mounu Kiuleva Lear - Detailed Summary reviewed	Adam Rose	0.10	\$800.00	True	No	-	\$80.00
9/15/2023		Phone Call To: Mounu Kiuleva Lear	Manny Starr	0.30	\$750.00	True	No	-	\$225.00
9/15/2023		Matter admin	Manny Starr	0.20	\$750.00	True	No	-	\$150.00
9/15/2023		Review facts, research defendant, analyze case	Manny Starr	3.20	\$750.00	True	No	-	\$2,400.00
9/15/2023		Mounu Kiuleva Lear - Transcript reviewed	Manny Starr	0.20	\$750.00	True	No	-	\$150.00
9/15/2023		1 email sent/reviewed regarding New Text Message from (951) 580-0584 on 09/15/2023 1:17 PM	Manny Starr	0.30	\$750.00	True	No	-	\$225.00
9/15/2023		Mounu Kiuleva Lear - Analysis reviewed	Manny Starr	0.30	\$750.00	True	No	-	\$225.00
9/15/2023		Email attachment reviewed - 9C0F10	Manny Starr	0.20	\$750.00	True	No	-	\$150.00
9/15/2023		2023 01_10pm PDT - B2_Case Start Evaluation - Manny reviewed	Manny Starr	0.20	\$750.00	True	No	-	\$150.00
9/15/2023		Memo created, then edited - Evaluation	Manny Starr	0.10	\$650.00	True	No	-	\$65.00
8/14/2023		Phone Call From: Mounu Kiuleva Lear	Mary Mars	0.10	\$225.00	True	No	-	\$22.50
8/14/2023		3 messages sent/reviewed	Mary Mars	0.10	\$225.00	True	No	-	\$22.50
8/14/2023		Services provided on 8/14/2023	Yasmin Ruiz	0.10	\$75.00	True	No	-	\$7.50
8/14/2023		Phone call with client	Mary Mars	0.30	\$225.00	True	No	-	\$67.50
8/10/2023		Services provided on 8/10/2023	Yasmin Ruiz	0.50	\$75.00	True	No	-	\$37.50
8/9/2023		Services provided on 8/9/2023	Johnny Dahan	0.20	\$125.00	True	No	-	\$25.00
8/9/2023		Services provided on 8/9/2023	Yasmin Ruiz	0.10	\$75.00	True	No	-	\$7.50
8/9/2023	001	Initial case review and evaluation	Manny Starr	3.00	\$750.00	True	No	-	\$2,250.00
Total - Write offs				0.00					\$0.00
Total - Unbillable				0.00					\$0.00
Total - Billable				0.00					\$82,155.00

Total	116.10	\$82,155.00
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Exhibit 7

Expenses

for Mounu Kiuleleva Lear - Employment Claim - Shalhoub Management Company, Inc. | DNS2 Management, LLC

Expense entries

Date	Activity	Description	Staff	Quantity	Price	Billable?	Write Off?	Status	Total
10/11/2024		JT Calcs DNS2 Invoice	Dane Huntsman	1	\$1,400.00	True	No	-	\$1,400.00
9/20/2024		One Legal Credit Card Sale_06392088	Dane Huntsman	1	\$19.36	True	No	-	\$19.36
8/29/2024		Downloading documents from docket	Manny Starr	1	\$160.00	True	No	-	\$160.00
8/28/2024		PAID by Check - J Calcs Inv#240803	Dane Huntsman	1	\$1,400.00	True	No	-	\$1,400.00
7/31/2024		One Legal Credit Card Sale_06239926	Dane Huntsman	1	\$19.30	True	No	-	\$19.30
6/4/2024		Check-Invoice No. PR29946 Signature Resolution, LLC	Rosemary Flores	1	\$7,450.00	True	No	-	\$7,450.00
5/2/2024		One Legal Credit Card Sale_05969026	Rosemary Flores	1	\$19.30	True	No	-	\$19.30
4/17/2024		ONE LEGAL Credit Card Sale_05911192	Taylor McCarthy	1	\$39.89	True	No	-	\$39.89
4/17/2024		ONE LEGAL Credit Card Sale_05906698	Taylor McCarthy	1	\$15.39	True	No	-	\$15.39
4/9/2024		One Legal credit Card Sale_05882273	Taylor McCarthy	1	\$19.30	True	No	-	\$19.30
1/5/2024		One Legal Credit Card Sale_05621426	Taylor McCarthy	1	\$25.00	True	No	-	\$25.00
12/21/2023		Amended PAGA DNS2	Mary Mars	1	\$8.77	True	No	-	\$8.77
12/21/2023		Amended Paga	Mary Mars	1	\$9.25	True	No	-	\$9.25
11/17/2023		One Legal Credit Card Sale_05504788	Taylor McCarthy	1	\$17.24	True	No	-	\$17.24
11/14/2023		Invoice #UTL-2023001888	Mary Mars	1	\$52.50	True	No	-	\$52.50
11/14/2023		Invoice #UTL-2023001887	Mary Mars	1	\$103.00	True	No	-	\$103.00
10/12/2023		ORD 000255622	Taylor McCarthy	1	\$75.00	True	No	-	\$75.00
10/11/2023		PAGA MAILING FEES	Taylor McCarthy	2	\$8.53	True	No	-	\$17.06
9/22/2023		One Legal CC Sale:05342647	Mary Mars	1	\$17.24	True	No	-	\$17.24

8/10/2023		Lear M. Record Request Letter	Yasmin Ruiz		3	\$8.53	True	No	-	\$25.59
Total - Write offs										\$0.00
Total - Unbillable										\$0.00
Total - Billable										\$10,893.19
Total										\$10,893.19