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Attorneys for PLAINTIFF MARIA IBANEZ,
Individually and on behalf of all other Aggrieved employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY LOS ANGELES – STANLEY MOSK COURTHOUSE

PATRICIA ARELLANO and MARIA IBANEZ,
individually and on behalf of all other Aggrieved
Employees,

Plaintiffs,

vs.

NORTHGATE GONZALEZ MARKETS, INC.;
and DOES 1 to 100, inclusive,

Defendants.

Case No.: 24STCV10515

*[Assigned for All Purposes to:
Hon. Rupert A. Byrdsong, Dept. 318]*

**DECLARATION OF JAMES CLARK IN
SUPPORT OF PLAINTIFFS' MOTION
FOR APPROVAL OF PRIVATE
ATTORNEYS GENERAL ACT
SETTLEMENT**

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1. I am an attorney licensed to practice law in the state of California and have been admitted to practice before this Court. I am an attorney with the law firm Lavi & Ebrahimian, LLP, Counsel for Plaintiff MARIA IBANEZ (“Plaintiff” or “Plaintiff-Ibanez”) in this action, and I am an attorney assigned to work on this case. Based on my assignment to this case and familiarity with the file and action in this matter; I have personal knowledge of the matters stated herein and if called and sworn as a witness, I would and could competently testify under oath thereto. I am a member in good standing of the Bar of California and of all State and Federal Courts of California.

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1 employment law. Mr. Lavi has handled numerous cases in all aspects of employment and labor law,
2 including state and federal class actions, including wrongful termination, retaliation, and
3 harassment actions. Mr. Lavi has tried both labor and employment cases in State and Federal court,
4 and has argued before various Court of Appeals, on employment issues such as validity of
5 Arbitration Agreements, Application of Res Judicata in class action cases as well as other
6 employment issues. Mr. Lavi has also been a panelist and/or speaker for various Employment Law
7 Continuing Legal Education Panels on issues of employment law trials, how to proceed and
8 conduct trials as well as proving and winning punitive damages. Mr. Lavi has also been named a
9 Southern California Super Lawyer in the area of Plaintiff's employment litigation class action from
10 2011-2025. Mr. Lavi has been approved as class counsel by both federal and state Courts. Mr.
11 Lavi, myself, and the other attorneys at Lavi & Ebrahimian who are available to assist us in this
12 case if needed are fully capable of adequately and fairly representing Plaintiffs and the proposed
13 class in this matter. Lavi & Ebrahimian, LLP, has been appointed Class Counsel in over fifty
14 contested proceedings including the following:

15 a. *Ischak v. Kaiser Foundation Hospitals, Inc.*, Los Angeles Superior Court
16 Case No. BC343535;

17 b. *Santana v. El Pollo Loco, Inc.*, Los Angeles Superior Court Case No.
18 BC369846;

19 c. *Edlin, et al. v. Fuddruckers, Inc.*, United States District Court, Central
20 District of California, Case No. CV-07-3678-ABC;

21 d. *Chavez, et al. vs. CEC Entertainment, Inc. d/b/a Chukee-Cheeses*, Los
22 Angeles Superior Court Case No. BC380996;

23 e. *Bustamante, et al. v. Teamone Employment Specialists*, Los Angeles Superior
24 Court Case No. BC383266;

25 f. *Cervantes, et al. v. Kaiser Foundation Hospitals, Inc.*, Alameda Superior
26 Court Case No. RG 0265835;

27 g. *Seng Savang v. Club One Casino*; Fresno Superior Court Case No.
28

1 05CECG02189;

2 h. *Norman, et al. v. Movado Retail Group, Inc.*, United States District Court,
3 Central District of California, Case No. CV08-06691 SVW (PLA);

4 i. *Shand v. G.A.L.A., Inc. dba Giorgio Armani*, Los Angeles Superior Court
5 Case No. BC342588;

6 g. *Solis v. Plycraft Industries, Inc.*, Los Angeles Superior Court Case No.
7 BC374816;

8 h. *Campos v. HWB Carwash, Inc.*, Los Angeles Superior Court Case No.
9 BC378990;

10 i. *Acosta, et al. v. Texwood Industries*, United States District Court, Central
11 District of California, Case No. CV07-3237-DDP (PLAX);

12 h. *Arevalo v. Gruma Corporation*, Los Angeles Superior Court Case No.
13 BC410322;

14 j. *Burrola v. American Promotional Events*, Los Angeles Superior Court Case
15 No. BC412315;

16 k. *Cortez v. Trader Distribution Services*, Los Angeles Superior Court Case No.
17 BC397208;

18 l. *Cueva v. Allied Industries, Inc.*, Los Angeles Superior Court Case No.
19 BC399431;

20 m. *Del Toro v. Petco Animal Supplies, Inc.*, San Diego Superior Court Case No.
21 37-2009-00103626-CU-OE-CTL;

22 n. *Garcia v. Home Cooking, Inc.*, Los Angeles Superior Court Case No.
23 BC451148;

24 o. *Alcantar v. Amerimax Building Products, Inc.*, United States District Court,
25 Central District of California, Case No. CV 10-8916 DDP (CWx);

26 p. *Arancivias v. Clougherty Packaging, LLC dba Farmer John*, Los Angeles
27 Superior Court Case No. BC432406;

1 q. *Barajas v. Menzies Aviation, Inc.*, United States District Court, Central
2 District of California, Case No CV-10-02315-JEM;
3 r. *Barrera v. BHFC Operating, LLC dba Bottega Louie*, Los Angeles Superior
4 Court Case No. BC462603;
5 s. *Camacho v. American Textile Maintenance Co.*, Los Angeles Superior
6 Court Case No. BC452570;
7 t. *Cortes v. Monsanto Company*, Ventura Superior Court Case No. 56-2010-
8 00366952-CU-OE-VTA;
9 u. *Escobar v. Aero-Electric Connector, Inc.*, Los Angeles Superior Court Case
10 No. BC421009;
11 v. *Gomez v. Bacara Resort & Spa*, Santa Barbara Superior Court Case No.
12 1341987;
13 w. *Gonzalez v. Ashley Furniture Industries, Inc.*, Los Angeles Superior Court
14 Case No. BC425708;
15 x. *Gonzalez v. Burrtec Waste Industries, Inc.*, Los Angeles Superior Court Case
16 No. BC436879;
17 y. *Gutierrez v. Visterra Credit Union*, Riverside Superior Court Case No.
18 RIC10020183;
19 z. *Hernandez v. Kruse & Son, Inc.*, Los Angeles Superior Court Case No.
20 BC411849;
21 aa. *Lopez v. Tecno Industrial Engineering*, Los Angeles Superior Court Case No.
22 BC411134;
23 bb. *Lowanga v. Continental Currency Services, Inc.*, Orange County Superior
24 Court Case No. 30-2011-0044011-CU-OE-CXC;
25 cc. *Aguilar v. PLS Financial Services, Inc.*, United States District Court, Central
26 District of California, Case No. CV 10-0415 ODW (FMOx)
27 dd. *Lozada v. Classic Party Rentals, Inc.*, Los Angeles Superior Court Case No.

1 BC443792;

2 ee. *Madrid v. OPI Products, Inc.*, Los Angeles Superior Court Case No.

3 BC451489;

4 ff. *Martinez v. J. Fletcher Creamer & Son, Inc.*, United States District Court
5 Case No. CV 10-0968-PSG-FMOX;

6 gg. *Martinez v. Administaff Companies II, L.P.*, Los Angeles Superior Court Case
7 No. BC425799;

8 hh. *Martinez v. Morgans Hotel Group Management, LLC*, Los Angeles Superior
9 Court Case No. BC446744;

10 jj. *Sanchez v. La Brea Bakery, Inc.*, Los Angeles Superior Court Case No.
11 BC456420;

12 ii. *Montenegro v. Ruggeri Marble and Granite, Inc.*, United States District
13 Court, Central District of California, Case No. CV-10-00711 JFW (PLAx);

14 kk. *Reed v. 99 Cents Only Stores*, Los Angeles Superior Court Case No.
15 BC436793;

16 ll. *Santos v. Noble Management Group-California, LLC*, United States District
17 Court, Central District of California, Case No. CV 10-2594 DSF (VBKx)

18 mm. *Taylor v. U.S. Healthworks Holding Company, Inc.*, Orange County Superior
19 Court Case No. 30-2011-00473505;

20 nn. *Valencia Diaz v. Gene Wheeler Farms, Inc.*, Los Angeles Superior Court
21 Case No. BC436235;

22 oo. *Zad-Behtooie v. Valley Village*, Los Angeles Superior Court Case No.
23 BC451490;

24 pp. *Bell v. Aidells Sausage Company, Inc.*, Alameda Superior Court Case No.
25 RG10523946;

26 qq. *Negrete v. Cenveo, Inc.*, United States District Court, Central District of
27 California, Case No. CV 11-09543 DSF (MRWx);

1 rr. *Bejar v. Exopack-Ontario, Inc.*, Orange County Superior Court Case No. 30-
2 2011-00518396-CU-OE-CXC;

3 ss. *Aguilar v. PLS Financial Services, Inc.*, United States District Court, Central
4 District of California, Case No. CV 10-0415 ODW (FMOx);

5 tt. *Sparks v. Larry Flynt dba Hustler Casino*, Los Angeles Superior Court Case
6 No. BC320172;

7 uu. *Morris v. Chevron Stations, Inc.*, Los Angeles Superior Court Case No.
8 BC361380;

9 vv. *Marino v. BP West Coast Products, LLC*, Los Angeles Superior Court Case
10 No. BC357987.

11 7. Mr. Lavi and I and the other attorneys at the firm made every effort to litigate this
12 action in an efficient and cost-effective manner. Given his years of experience, his trial and
13 appellate experience, and the focus of his practice, if Mr. Lavi were to charge for his type of work
14 by the hour, his current hourly rate would be \$1,000 per hour. My hourly rate would be \$675 per
15 hour. This rate is the firm's current billing rate and is supported by the extensive and specialized
16 experience in these types of cases and recognized expertise described. I have personal knowledge of
17 the hourly rates charged by other attorneys with comparable experience to both Mr. Lavi's and
18 mine. Based on that information, I believe that my rates are fully consistent with the market rate for
19 attorneys with comparable expertise, experience and qualifications. Based on the information I
20 have, I believe that our rates are reasonable and appropriate fees for Los Angeles attorneys with
21 comparable expertise, experience, and qualifications. Additionally, Defense counsel, Pearlman,
22 Brown & Wax, LLP and CDF Labor Law LLP, are both extremely well-regarded and respected
23 employment defense counsel. Counsel on both sides share the view—endorsed by a highly
24 experienced wage-and-hour class action mediator—that this is a fair and reasonable settlement in
25 light of the complexities of the case, the state of the law and uncertainties of class certification and
26 litigation, and the benefit the settlement confers on the class.

1 8. The attorneys at our law firm and I have performed substantial work and diligently
2 investigated and prosecuted this case to a successful conclusion. Plaintiffs' Counsel believes this
3 settlement to be fair, reasonable, and adequate.

4 9. Based upon my experience and after factoring in the risks explained below, I believe
5 that the proposed settlement is fair and reasonable. As such and for the reasons set forth below, I
6 believe that the Parties' proposed PAGA Settlement should be approved.

7 **PROCEDURAL AND FACTUAL HISTORY**

8 10. During the period of time this PAGA settlement covers, Defendant is a California
9 corporation that is a family-owned chain of Latino-themed supermarkets in Southern California,
10 that was based in and operated out of California.

11 11. Plaintiff-Ibanez worked as a non-exempt hourly paid employee for Defendant from
12 in or around August of 2013, until on or about April 19, 2024.

13 12. On July 10, 2024, Plaintiff-Ibanez submitted a letter to the California Labor and
14 Workforce Development Agency ("LWDA") pursuant to the Private Attorneys General Act of
15 2004, Labor Code section 2698, et seq. ("PAGA") notifying the LWDA of Plaintiff's intent to seek
16 civil penalties under PAGA for alleged violations of the Labor Code ("Ibanez PAGA Action").
17 Attached as **EXHIBIT 1** to this declaration is a true and correct copy of Plaintiff-Ibanez's notice to
18 the LWDA.

19 13. On July 10, 2024, Plaintiff-Ibanez filed a Class Action Complaint in the Superior
20 Court for the County of Los Angeles ("Ibanez Class Action").

21 14. On October 21, 2024, Plaintiff-Ibanez and Defendant filed a stipulation to dismiss
22 class claims from the Ibanez Class Action without prejudice, to arbitrate Plaintiff-Ibanez's
23 individual PAGA claims from the Ibanez PAGA Action, and to stay representative PAGA claims
24 pending arbitration in the Ibanez PAGA Action ("Ibanez PAGA Action").

25 15. In connection with this Settlement, the Parties filed a stipulation for leave to file a
26 First Amended Complaint in the above-captioned PAGA case entitled, Patricia Arellano, individual
27 and on behalf of all other Aggrieved Employees, v. Northgate Gonzalez Market, Inc., and Does 1 to

1 100, inclusive, Case No. 24STCV10515, Los Angeles County Superior Court (“Action”). Such First
2 Amended Complaint is the Operative Complaint in the Action. Such First Amended Complaint
3 added Plaintiff-Ibanez and her claims to the Action.

4 16. At all times, Defendant has denied the allegations in the Operative Complaint, denies
5 any failure to comply with the laws identified in the Operative Complaint, and denies any and all
6 liability for the causes of action alleged.

7 17. On September 22, 2025, the Parties participated in an all-day mediation presided
8 over by David Phillips, Esq., a respected private mediator of wage and hour representative and class
9 actions. Following the mediation, each side, represented by its respective counsel, were able to
10 agree to settle the Action based upon a mediator’s proposal which was memorialized in the form of
11 a memorandum of understanding.

12 18. In preparation for mediation, Plaintiffs obtained, through informal discovery, time
13 and pay records for Plaintiffs and the potential issues, including matters related to the calculation of
14 potential PAGA damages, interviews of the named Plaintiffs, potential trial management issues, and
15 appellate issues and risks.

16 19. The Parties have undertaken a reasonable investigation of the facts and law during
17 the pendency of this action. Plaintiffs’ Counsel diligently conducted and pursued an investigation of
18 the PAGA claims against Defendant, including research of the applicable law and the potential
19 defenses and review of relevant documents. Plaintiffs obtained directly relevant data, including
20 Defendant’s written policies related to the claims at issue in Plaintiff’s Complaint. Plaintiffs also
21 received the number of aggrieved employees and sampling of payroll data for Defendant’s
22 potentially aggrieved employees during the PAGA Period.

23 20. On September 22, 2025, the Parties attended an all-day mediation presided over by
24 David Phillips, Esq., a highly experienced and well-regarded mediator of wage and hour and PAGA
25 actions, and reached an agreement in principle to resolve the action. Plaintiffs and Plaintiffs’
26 Counsel concluded—after considering the sharply disputed factual and legal issues involved on the
27 PAGA claims, the risks attending further prosecution, and the benefits to be received pursuant to the

1 compromise and settlement of the action as set forth in the agreement—that settlement was in the
2 best interest of the representative Plaintiffs, the state of California, and the aggrieved employees, is
3 fair and reasonable, and furthers the purpose of the PAGA to enforce the Labor Code.

4 21. Thereafter, the Parties negotiated and finalized the terms of a settlement
5 memorialized in a long-form PAGA Settlement Agreement. A true and correct copy of the fully
6 executed PAGA Settlement Agreement is attached hereto as **EXHIBIT 2**.

7 **REASONABLENESS OF THE SETTLEMENT**

8 22. In this case, the settlement was reached through arms-length bargaining, and
9 sufficient investigation was performed to allow counsel to act intelligently.

10 23. The settlement negotiations have been at all times adversarial and non-collusive in
11 nature. Indeed, continued good faith but occasionally contentious negotiations were required to
12 reach an agreement through mediation and with significant assistance from an experienced
13 mediator.

14 24. Further, experienced counsel, operating at arms-length, have weighed the strengths
15 of the case and examined all of the issues and risks of litigation and endorse the proposed
16 settlement. The view of the attorneys actively conducting the litigation "is entitled to significant
17 weight" in deciding whether to approve the settlement. (*Fisher Bros. v. Cambridge Lee Industries,*
18 *Inc.* (E.D. Pa. 1985) 630 F.Supp. 482, 488; *Ellis v. Naval Air Rework Facility* (N.D. Cal. 1980) 87
19 F.R.D. 15, 18, *affd.* 661 F.2d 939 (9th Cir. 1981); *Boyd*, 485 F.Supp. at 617.) Plaintiffs' Counsel are
20 experienced in similar Class Action and PAGA litigation and approve the settlement.

21 25. In evaluating the reasonableness of the Settlement in this case, our office
22 thoroughly evaluated the merits of this case and considered the nature and purpose of PAGA as
23 well as comparable PAGA settlements reached by our firm, and those obtained by other firms.

24 26. As consideration for this settlement, Defendant will fund a non-reversionary,
25 common fund settlement of \$745,000.00 (the "Settlement Amount") which includes: payment to the
26 California Labor and Workforce Development Agency ("LWDA") and the aggrieved employees,
27 attorneys' fees and costs, service award payments, and settlement administration costs.

1 27. The non-reversionary Settlement Amount of \$745,000.00 represents a fair and
2 reasonable monetary recovery for the LWDA and the Aggrieved Employees in the face of hotly
3 disputed claims.

4 28. Here, the Gross Settlement Amount is appropriate in light of the underlying
5 principles of PAGA, i.e., “to ensure that settlements involving penalties arising out of Labor Code
6 Section 2699 do not undercut the dual statutory purposes of punishment or deterrence, or result in
7 unjust, arbitrary, and oppressive, or confiscatory settlements.” (See July 29, 2004 Letter by
8 Senator Dunn to the President Pro Tem of the Senate Re SB 1809). The non-reversionary
9 Settlement Amount of \$745,000.00 represents an excellent recovery that is large enough to
10 achieve PAGA’s purposes. The proposed Settlement provides a fair and reasonable monetary
11 recovery for the LWDA and the Aggrieved Employees in the face of hotly disputed claims.

12 29. The Net Settlement Amount shall be allocated for payment of civil penalties and
13 shall be distributed 75% to the LWDA and 25% to the aggrieved employees. (Lab. Code §2699(i)
14 [civil penalties recovered by aggrieved employees shall be distributed as follows: 75 percent to
15 the [LWDA] ...; and 25 percent to the aggrieved employees]. Plaintiff estimates the LWDA will
16 receive approximately \$256,301.25 ($\$341,735.00 \times 0.75$ to LWDA = \$256,301.25). Plaintiff
17 estimates \$85,433.75 will be distributed pro rata to the aggrieved employees based on the number
18 of pay periods worked during the PAGA Period ($\$341,735.00 \times .25$ = \$85,433.75). As set forth
19 below, Plaintiffs believe this is a fair result for the PAGA litigation.

20 30. Defendant generally denied all Plaintiffs’ claims regarding wage and hour violations
21 and denied liability for any PAGA penalties. Regarding Plaintiffs’ minimum and overtime wage
22 claim, Defendant contended that it paid for all minimum and overtime wages for all hours worked
23 by the aggrieved employees. Defendant contended that the rest break and meal break were
24 provided, or it provided compensation in lieu thereof, thereby receiving appropriate meal and rest
25 periods. Defendant contended all accrued paid sick days were reimbursed. Defendant contended
26 that Plaintiffs’ wage statement and timely payment claims were wholly derivative of Plaintiffs’
27 primary claims and, as explained above, would fail for the same reasons.

1 31. Defendant would have likely argued that PAGA penalties would be significantly
2 limited and could not be stacked. Defendant argued that even if Plaintiffs prevailed, the
3 recoverable penalties under PAGA would be minimal. Indeed, some courts considering the issue
4 have refused to “stack” PAGA penalties. *See Carrington v. Starbucks Corporation* (Cal. Ct. App.
5 Nov. 27, 2018) No. D072392 (published Dec. 19, 2018) (approving PAGA penalty reduction to
6 \$5 per pay period); *accord Atempa v. Pedrazzani* (2018) 27 Cal.App.5th 809.

7 32. Moreover, Defendant would have likely argued that Plaintiffs are not entitled to
8 recover PAGA penalties at the “subsequent violation” rates under either Labor Code statute.
9 California’s appellate courts have held that “[u]ntil the employer has been notified that it is
10 violating a Labor Code provision (whether or not the commissioner or court chooses to impose
11 penalties), the employer cannot be presumed to be aware [of the violation]” and therefore, until a
12 Court or the Commissioner issues a finding of a violation, the initial \$100 or \$50 violation rate
13 applies for each pay period in which the alleged violation occurred. *Amaral v. Cintas Corp. No. 2*
14 *(2008) 163 Cal.App.4th 1157, 1209; accord Amalgamated Transit Union Local 1309 v. Laidlaw*
15 *Transit Service, Inc.* (S.D. Cal. Aug. 10, 2009) 2009 WL 2448430, at *9 (“[u]nder California law,
16 courts have held that employers are not subject to heightened penalties for subsequent violations
17 unless and until a court or commissioner notifies the employer that it is in violation of the Labor
18 Code”). Thus, Defendant argued that even if Plaintiffs were able to establish any violation of the
19 Labor Code, the PAGA penalties assessed for these violations would be computed at the initial
20 violation rate, as opposed to the subsequent violation rate per pay period at maximum, and there
21 is a potential that a further reduction of the penalty to \$5 per pay period as approved in
22 *Carrington* might apply given Defendant’s compliance with the Labor Code as discussed above.

23 33. Further, in analyzing all the claims and the action as a whole, Plaintiffs were forced
24 to consider the risks of proceeding with litigating the action. This includes further risks if the case
25 proceeded to trial such that the Court could award significantly less penalties than are statutorily
26 prescribed if Defendant prevails on its arguments that it engaged in good faith conduct and
27 maintained compliant employment policies. Plaintiffs also considered the risks and costs of

1 litigating an appeal, as well as the costs of delay in obtaining payout for the LWDA and Aggrieved
2 Employees. Finally, public policy strongly favors the settlement of litigation. *Consumer Advocacy*
3 *Group v. Kintetsu Enterprises of America* (2006) 141 Cal.App.4th 46, 63. Because the proposed
4 Settlement is neither unjust nor ignores the public interest, it should be approved.

5 34. Practically speaking, if Plaintiffs continued litigating this matter, the Plaintiffs,
6 LWDA, and employees potentially could have received nothing if the Court had agreed with
7 Defendant's position especially in light of the volatility of this area of law and the aforementioned
8 defenses. The settlement is reasonable in light of the risks involved in this case—including the
9 prospect of a potential adverse summary adjudication ruling, defenses to the case, potential appeal,
10 costs of delay, and potential costs that could be forced on our client if Plaintiffs were not
11 successful.

12 35. Plaintiffs' Counsel are convinced that the proposed settlement is fair based on the
13 negotiations and a detailed knowledge of the issues present in this action. The length and risks
14 associated with a motion for summary adjudication, trial, and other normal perils of litigation have
15 impacted the value of the claims and were all weighed in reaching the proposed settlement. In light
16 of the above, the proposed Settlement is well within the range of reasonableness and should be
17 granted approval. Plaintiffs believe that in providing employees with relief and obtaining penalties
18 for the LWDA, this settlement furthers the purpose of PAGA to enforce compliance with the Labor
19 Code and should be approved.

20 36. Accordingly, the Gross PAGA penalty payment is highly reasonable in light of the
21 risks and uncertainties associated with the PAGA claims in this case. The Settlement commits
22 Defendant to pay a sum large enough such that if it were assessed as a civil penalty by the Court or
23 the Labor Commissioner, it would serve to punish Defendant for alleged violations and to deter
24 such alleged conduct in the future. At the same time, in light of the alleged violations and defenses
25 thereto, it is not so large as to be unjust, oppressive or confiscatory. Based upon the foregoing, the
26 proposed settlement is fair, reasonable, and in the best interest of the state of California and the
27 Aggrieved Employees.

ATTORNEYS' FEES

37. Under the terms of the Settlement Agreement, PAGA Counsel in total seeks \$260,750.00, 35% of the Gross Settlement Amount, in fees for the time spent litigating this matter and reimbursement of total PAGA Counsel expenses of up to \$95,000.00 incurred in the prosecution of this action. The request is for fair compensation for undertaking complex, risky, expensive, and time-consuming litigation on a contingent fee basis. The PAGA Counsel Litigation Expenses Payment shall be allocated among PAGA Counsel as follows: 50% to Blumenthal Nordrehaug Bhowmik De Blouw LLP (\$130,375.00), 25% to Haig B. Kazandjian Lawyers (\$65,187.50), APC, and 25% to Lavi & Ebrahimian, LLP (\$65,187.50).

38. California state and federal courts have recognized that in actions creating a common fund benefiting others as well as a plaintiff, an appropriate method for determining an award of attorneys' fees is based on a percentage of the total value of benefits provided by the litigation. (*Laffitte v. Robert Half Int'l Inc.* (2016) 1 Cal.5th 480, 497-499, 503-506; *Serrano v. Priest* (1977) 20 Cal.3d 25, 34; *Boeing Co. v. Van Gemert* (1980) 444 U.S. 472, 478; *Vincent v. Hughes Air West, Inc.* (9th Cir. 1977) 577 F.2d 759, 769.) Such "fee spreading" assures that all those benefited by the litigation pay their fair share of obtaining the recovery. (*Lealao v. Beneficial Calif., Inc.* (2000) 82 Cal.App.4th 19, 26.)

39. In *Laffitte v. Robert Half Int'l Inc.* (2016) 1 Cal.5th 480, a wage and hour class action wherein Counsel obtained a \$19 million non-reversionary settlement on behalf of the class, the California Supreme Court approved the use of the percentage of fund or common fund method to award one-third of the settlement amount or \$6,333,333.00 to Counsel for attorneys' fees. The Court stated:

Whatever doubts may have been created by *Serrano III*, *supra*, 20 Cal.3d 25, [], or the Court of Appeal cases that followed, we clarify today that use of the percentage method to calculate a fee in a common fund case, where the award serves to spread the attorney fee among all the beneficiaries of the fund, does not in itself constitute an abuse of discretion. We join the overwhelming majority of federal and state courts in holding that when class action litigation established a monetary fund for the benefit of the class members, and the trial court in its equitable powers awards Counsel a fee out of that fund, the court may determine the amount of a reasonable fee by choosing an appropriate percentage of the fund created. The recognized

1 advantages of the percentage method - including relative ease of calculation,
2 alignment of incentives between counsel and the class, a better approximation
3 of market conditions in a contingency case, and the encouragement it
4 provides counsel to seek an early settlement and avoid unnecessarily
5 prolonging the litigation [] convince us the percentage method is a valuable
6 tool that should not be denied our trial courts. (*Laffitte*, 1 Cal.5th at 503.)

7 40. Under the “common fund” doctrine, “a litigant or a lawyer who recovers a common
8 fund for the benefit of persons other than herself or her client is entitled to a reasonable attorney’s
9 fee from the fund as a whole.” (*Boeing*, 444 U.S. at 478.) The Supreme Court explained: “The
10 doctrine rests on the perception that persons who obtain the benefit of a lawsuit without contributing
11 to its costs are unjustly enriched at the successful litigants’ expense. Jurisdiction over the fund
12 involved in the litigation allows a court to prevent this inequity by assessing attorney’s fees against
13 the entire fund, thus spreading fees proportionately among those benefitted by the suit.” (*Id.*) Thus,
14 the common fund doctrine ensures that each beneficiary of the settlement contributes
15 proportionately to the payment of the attorneys’ fees recovered from monetary payments that the
16 prevailing party recovered in the lawsuit. (*Stanton v. Boeing* (9th Cir. 2003) 327 F.3d 938, 967,
17 citing *Wininger v. SI Mgmt. L.P.* (9th Cir. 2002) 301 F.3d 1115.)

18 41. In common fund cases, the percentage approach is preferable to the lodestar because:
19 (1) it aligns the interests of Counsel and absent class members; (2) it encourages efficient resolution
20 of the litigation by providing an incentive for early, yet reasonable, settlement; and (3) it reduces the
21 demands on judicial resources. (*Laffitte*, 1 Cal.5th at 486-487; see *Lealao*, 82 Cal.App.4th at 31 n.5
22 citing *In re Activision Sec. Litig.* (N.D. Cal 1989) 723 F. Supp. 1373, 1375, 1378-79.)

23 42. A percentage of the common fund is appropriate here given that PAGA actions are
24 on behalf of a large number of aggrieved employees, similar to a class action. As noted above in
25 *Laffitte*, this method is preferred to the lodestar method. Plaintiffs’ counsel has been acting on
26 behalf of the aggrieved employees for a significant amount of time on a contingent fee basis and has
27 achieved a positive result for both the group of aggrieved employees and the State of California.
28 The settlement was reached quickly and efficiently, which has resulted in less of the Court’s
resources being used to litigate the action. The lodestar (described below) is merely a cross check
on the reasonableness of the percentage sought by Plaintiff’s counsel.

1 43. Furthermore, California appellate courts, while not expressly announcing a
2 “benchmark,” have instead found fees in the one-third (33.3333%) percent range appropriate. (*See*,
3 *Laffitte II*, 1 Cal.5th at 506 (affirming award of 33% of the common fund); *Chavez v. Netflix, Inc.*
4 (2008) 162 Cal.App.4th 43, 66 n.11 (2008)("[e]mpirical studies show that, regardless whether the
5 percentage method or the lodestar method is used, fee awards in class actions average around one-
6 third of the recovery"); *Laffitte v. Robert Half Intern. Inc.* (2014) 180 Cal.Rptr.3d 136, 149 ("the
7 trial court's use of a percentage of 33 1/3 percent of the common fund is consistent with, and in the
8 range of, awards in other class action lawsuits.") Among other things, a 35% award is appropriate
9 because "the amount of attorney's fees typically negotiated in comparable litigation should be
10 considered in the assessment of a reasonable fee in representative actions Given the unique
11 reliance of our legal system on private litigants to enforce substantive provisions of law through
12 class ... actions, attorneys providing the essential enforcement services must be provided incentives
13 roughly comparable to those negotiated in the private bargaining that takes place in the legal
14 marketplace, as it will otherwise be economic for defendants to increase injurious behavior." *Lealao*
15 *v. Beneficial California, Inc.* (2000) 82 Cal.App.4th 19, 47 (emphasis added). Here, the legal
16 marketplace for PAGA only settlements that result in a common fund provide for a fee award in the
17 range of 33.3333% (one-third).

18 44. A fee of \$260,750.00, which constitutes 35% of the gross settlement is within the
19 range of reasonableness. (*See Laffitte*, 1 Cal.5th at 503-504 [approving common fund method used
20 for attorneys' request of one-third of settlement].) Historically, courts have awarded percentage fees
21 in the range of 20% to 50%, depending on the circumstances of the case. (*See In re Activision Sec.*
22 *Litig.*, 723 F. Supp. at 1378.) Because Counsels' requested fee is reasonable and falls well within
23 the historical range of attorney's fee awards under the common fund theory, the Court should
24 approve the requested fees as reasonable pursuant to the common fund approach.

25 45. In a common fund settlement "[t]he lodestar method is merely a cross-check on the
26 reasonableness of a percentage figure." (*Vizcaino v. Microsoft Corp.* (9th Cir. 2002) 290 F.3d 1043,
27 1050, n.5.) In this case, consideration of Counsels' lodestar as a cross-check to the percentage figure

1 also strongly supports the reasonableness of the requested fee award. The base amount is then
2 adjusted in light of various factors. (*Serrano v. Priest*, 20 Cal.3d at 48.)

3 46. Plaintiff-Ibanez's Counsel has spent a considerable amount of time extensively
4 investigating, researching, and litigating this matter, including but not limited to the following:
5 reviewing Plaintiff's documents, speaking to Plaintiff, preparing the Notice to the LWDA, drafting
6 and preparing the complaint, and legal research into the viability of Plaintiffs' claims; reviewing
7 and researching Defendant's responsive pleadings; reviewing data, records, and documents
8 produced via informal discovery by Defendant prior to mediation; communicating with plaintiffs,
9 defense counsel, the mediator, and proposed settlement administrators; preparing for and attending
10 mediation; preparing the settlement agreement and moving papers for approval; negotiating and
11 corresponding with defendant's counsel in reaching the settlement at issue before the court;
12 preparing and appearing for approval.

13 47. Mr. Lavi, Mr. Granberry, and I, and other attorneys at Lavi & Ebrahimian, made
14 every effort to litigate this action in an efficient and cost-effective manner. Given his years of
15 experience, his trial and appellate experience, and the focus of his practice, if Mr. Lavi were to
16 change for his type of work by the hour, his current hourly rate would be \$1,000 per hour. If Mr.
17 Granberry were to do so, his current hourly rate would be \$750 per hour. My hourly rate would be
18 \$675 per hour. The rates are warranted based on the extensive and specialized experience in these
19 types of cases and recognized expertise described herein. I have personal knowledge of the hourly
20 rates charged by other attorneys with comparable experience to both Mr. Lavi's and mine. Based on
21 that information, I believe that our rates are fully consistent with the market rate for attorneys with
22 comparable expertise, experience, and qualifications. Based on the information that I have, I further
23 believe that our rates are reasonable and appropriate fees for Los Angeles attorneys with
24 comparable expertise, experience, and qualifications.

25 48. Specifically, the rates are in line with California Courts' application of the Laffey
26 Matrix. (*See* Ex. 5 available at <http://www.laffeymatrix.com/see.html>.) California Courts have
27 applied the Laffey Matrix with adjustments to the specific California locality where the Counsel's

1 office is located based on “Locality Pay Tables.” (Syers Properties III, Inc. v. Rankin (2014) 226
2 Cal.App.4th 691, 695-696 [affirming fee award based on Laffey Matrix with upward 9 percent rate
3 adjustment from D.C. area compared to San Francisco Bay Area based on Locality Pay Tables]; In
4 re HPL Techs., Inc., Secs. Litig. (N.D. Cal. April 22, 2005, No. C-02-3510 VRW) 365 F.Supp.2d
5 912, 921-922 [using Laffey Matrix with upward adjustment of 9 percent for San Francisco based on
6 difference between D.C. Area ‘s +15.98 locality pay compared to San Francisco’s +26.39 percent
7 locality pay differential from the federal courts’ “Judiciary Salary Plan Pay Tables.”].)

8 49. Here, Plaintiff’s Counsels’ offices are located in Los Angeles County. For 2026, the
9 Locality Pay Tables (and Judiciary Salary Plan Pay Tables referred to in *In re HPL Techs., Inc.*),
10 state a 1 percent increase to +36.47 percent for the Los Angeles-Long Beach, CA area which
11 includes the following counties: Imperial County, Kern County, Los Angeles County, Orange
12 County, Riverside County, San Bernardino County, San Luis Obispo County, Santa Barbara
13 County, and Ventura County. (See Ex. 6, 7 [2026 Locality Pay Tables for Washington-Baltimore-
14 Arlington and Los Angeles-Long Beach, CA available at <https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/salary-tables/pdf/2026/DCB.pdf>; and
15 [https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/salary-](https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/salary-tables/pdf/2026/LA.pdf)
16 [tables/pdf/2026/LA.pdf](https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/salary-tables/pdf/2026/LA.pdf)]; See Ex. 8, 9 [Judiciary Salary Plan Pay Tables available at
17 https://www.uscourts.gov/sites/default/files/document/jsp_washington_2026.pdf; and
18 https://www.uscourts.gov/sites/default/files/document/jsp_los_angeles_2026.pdf]; See Ex. 10 [2026
19 Locality Pay Area Definitions defining counties within Los Angeles-Long Beach, CA area available
20 at [https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/2026/locality-pay-area-](https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/2026/locality-pay-area-definitions/)
21 [definitions/](https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/2026/locality-pay-area-definitions/)].) In applying the 36.47% locality increase for attorneys working in Imperial County,
22 Kern County, Los Angeles County, Orange County, Riverside County, San Bernardino County, San
23 Luis Obispo County, Santa Barbara County, and Ventura County over the Washington-Baltimore
24 area stated in the Laffey Matrix, the Laffey Matrix states the following relevant rates: \$508 for
25 attorneys 1 to 3 years out of law school, \$625 for attorneys 4 to 7 years out of law school, \$902 for
26
27
28

1 attorneys 8 to 10 years out of law school, \$1,019 for attorneys 11 to 19 years out of law school, and
2 \$1,227 for attorneys 20 plus years out of law school.

3 50. Working closely with the other attorneys in my firm, including on motions for
4 attorney's fees, I am aware of the experience and achievements of the counsel involved in this
5 matter as well as the rates which would be charged if our work was on an hourly basis. Having
6 reviewed numerous declarations in support of fee applications in Los Angeles, I also have
7 knowledge of hourly rates charged by other attorneys practicing in the field of employment law in
8 Los Angeles. Based on that information, I believe that my rate and the rates of the attorneys in my
9 firm are fully consistent with the market rate for attorneys with comparable expertise, experience
10 and qualifications. Based on the information I have, I believe that the rates of our firm are
11 reasonable and appropriate fees for Los Angeles attorneys with comparable expertise, experience,
12 and qualifications.

13 51. Throughout the course of this litigation, Joseph Lavi estimates he has spent at least
14 56.1 hours litigating this matter. Accordingly, Mr. Lavi's unadjusted lodestar in this matter is
15 \$56,100.00 (56.1 x \$1,000 = \$56,100.00). If Mr. Lavi were to charge a rate for this type of work by
16 the hour, given his experience and the focus of his practice, his current hourly rate would be \$1,000
17 per hour. A \$1,000 rate is warranted based on Mr. Lavi's years of experience in a highly specialized
18 area of law and is in line with the Laffey Matrix. This rate is also in line with other partners out of
19 law school and practicing for over 15 years in California as indicated by the 2014 and 2008
20 National Law Journal Survey.

21 52. Throughout the course of this litigation, Vincent C. Granberry estimates he has spent
22 at least 25.5 hours litigating this matter. Accordingly, Mr. Granberry's unadjusted lodestar in this
23 matter is \$19,125.00 (25.5 x \$750 = \$19,125.00). If Mr. Granberry were to charge a rate for this
24 type of work by the hour, given his experience and the focus of his practice, his current hourly rate
25 would be \$750. Mr. Granberry is a graduate of the Sandra Day O'Connor College of Law at
26 Arizona State University and has been in practice since 2011. A \$750 rate is warranted based on
27
28

1 Mr. Granberry's years of experience in a highly specialized area of law and is in line with the
2 Laffey Matrix.

3 53. Throughout the course of this litigation, Jeffrey Schwartz spent an estimate 10.8
4 hours litigating this matter. Accordingly, Mr. Schwartz unadjusted lodestar in this matter is
5 \$7,290.00 (10.8 x \$675 = \$7,290.00). Mr. Schwartz is no longer an associate of Lavi & Ebrahimian,
6 LLP. I am informed that Mr. Schwartz has been in practice since 2008. If Mr. Schwartz were to
7 charge a rate for this type of work by the hour, given his experience and the focus of his practice,
8 his current hourly rate would be \$675. A \$675 rate is warranted based on Mr. Schwartz's years of
9 experience in a highly specialized area of law and is in line with the Laffey Matrix.

10 54. Throughout the course of this litigation, Win Pham spent an estimate 34 hours
11 litigating this matter. Accordingly, Mr. Pham's unadjusted lodestar in this matter is \$22,950.00 (34
12 x \$675 = \$22,950.00). Mr. Pham is no longer an associate of Lavi & Ebrahimian, LLP. I am
13 informed that Mr. Pham has been in practice since 2022. If Mr. Pham were to charge a rate for this
14 type of work by the hour, given his experience and the focus of his practice, his current hourly rate
15 would be \$675. A \$675 rate is warranted based on Mr. Pham's years of experience in a highly
16 specialized area of law and is in line with the Laffey Matrix.

17 55. Throughout the course of this litigation, I have spent an estimate 70.3 hours litigating
18 this matter. Accordingly, my own unadjusted lodestar in this matter is \$47,453 (70.3 x \$675 =
19 \$47,453.00). If I were to charge a rate for this type of work by the hour, given my experience and
20 the focus of my practice, my current hourly rate would be \$675. I am a graduate of Southwestern
21 Law School and have been in practice since 2023. A \$675 rate is warranted based on my years of
22 experience in a highly specialized area of law and is in line with the Laffey Matrix.

23 56. Therefore, Counsel for Plaintiff-Ibanez's lodestar amounts to **196.7 total hours**, for
24 a rate of **\$152,918.00**. Counsel's hourly rates are reasonable, Counsel's hours spent are reasonable,
25 and Plaintiffs would even be entitled to a multiplier to account for the successful result in this action
26 and to compensate Plaintiffs and their counsel for the contingent risk inherent in the litigation and
27 for the delay in receiving fees.

1 57. The requested attorneys' fees are justified here due to the contingent nature of the
2 representation, the risks involved, the complexity of the issues, the high quality of legal work
3 performed, and the excellent results obtained. After initially calculating the combined lodestar, the
4 Court may adjust the lodestar based on several factors to "fix a fee at the fair market value for the
5 particular action." *Ketchum v. Moses* (2001) Cal.4th 1122, 1132; *Graham v. Daimler Chrysler*
6 *Corp.* (2004) 34 Cal.4th 553, 574. These additional factors include the contingent risk of litigation,
7 the novelty and complexity of the issues, and exceptional results obtained. *Ketchum*, 24 Cal.4th at
8 1132, Serrano III, 20 Cal.3d at 48. Moreover, the case involved significant risks of non-payment of
9 attorneys' fees and non-recovery of costs if the settlement was not granted approval, or if Plaintiff
10 did not prevail. California courts consider the risks counsel takes in litigating a case where they
11 may not prevail on the merits in granting attorneys' fees awards. *See Graham v. Daimler Chrysler*
12 *Corp.*, 34 Cal.4th 553, 583 (Cal. 2004). Thus, not only are Plaintiff's Counsel's rates reasonable and
13 typical, but the attorneys' fees requested are also fair and reasonable.

14 58. Attached as **EXHIBIT 3** to this declaration is a true and correct record of the total
15 billable hours logged to date in this matter by Lavi & Ebrahimian, LLP.

16 **ATTORNEY COSTS**

17 59. Plaintiff-Ibanez's Counsel requests \$18,589.43 in costs in this matter. This amount is
18 reasonable and incurred in the litigation of this matter. All costs were reasonably incurred in
19 prosecution of the lawsuit and paid on a contingency basis. This amount includes, but is not limited
20 to, costs associated with the costs associated with filing of the papers filed and responded to in this
21 matter, Los Angeles County superior court appearances, and mediation. Attached as **EXHIBIT 4** is
22 a true and correct record of the total costs incurred to date in this matter by Lavi & Ebrahimian,
23 LLP.

24 **REQUEST FOR PLAINTIFF'S SERVICE AWARD**

25 60. It is imperative that Plaintiff obtain just compensation for the time, effort, and risk
26 associated with her fiduciary duties as the named Plaintiff and the aggrieved employee who brought
27 the action. Here, the requested enhancement is relatively modest, reasonable, and should be
28

1 approved. The requested award of two thousand five hundred dollars and zero cents (\$2,500.00) to
2 Plaintiff is only a small portion of the total settlement amount. Plaintiff has performed considerable
3 services on behalf of the aggrieved employees and the state of California during the litigation by
4 seeking an attorney, searching for and providing information related to her employment and the
5 employment conditions, spending time in meetings with counsel to get a better understanding of her
6 work environment and requirements, making herself available during the mediation session, and
7 approving the settlement on behalf of all aggrieved employees. Plaintiff reviewed the settlement
8 agreement and stayed up to date with the case status after the settlement was reached. As such, the
9 requested payment is warranted for her time and effort when the class members are able to receive
10 meaningful monetary compensation as a result of Plaintiff's efforts, as well as the fact that she put
11 herself at significant risk for liability for costs in this matter if Defendant was the prevailing party in
12 the litigation as well as for retaliation by other employers who may discover and find it to be
13 unappealing that she was the named plaintiff in a representative lawsuit against Defendant, her
14 former employer.

15 61. Please see the concurrently filed Declaration of Maria Ibanez in Support of
16 Plaintiffs' Motion for Approval of Private Attorneys General Act Settlement. 42

17 **EXHIBITS**

18 62. Attached as **EXHIBIT 1** to this declaration is a true and correct copy of Plaintiff
19 Ibanez's notice to the LWDA.

20 63. Attached as **EXHIBIT 2** to this declaration is a true and correct copy of the
21 Settlement Agreement, fully executed by all Parties.

22 64. Attached as **EXHIBIT 3** to this declaration is a true and correct record of the total
23 billable hours logged to date in this matter by Lavi & Ebrahimian, LLP.

24 65. Attached as **EXHIBIT 4** to this declaration is a true and correct copy of the costs of
25 Lavi & Ebrahimian, LLP during this matter.

26 66. Attached as **EXHIBIT 5** to this declaration is a true and correct printout of the
27 Laffey Matrix available at <http://www.laffeymatrix.com/see.html>.

67. Attached as **EXHIBIT 6** to this declaration is a true and correct copy of the 2026 Locality Pay Table for Washington-Baltimore-Arlington available at <https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/salary-tables/pdf/2026/DCB.pdf>.

68. Attached as **EXHIBIT 7** to this declaration is a true and correct copy of the 2026 Locality Pay Table for Los Angeles-Long Beach, CA available at <https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/salary-tables/pdf/2026/LA.pdf>.

69. Attached as **EXHIBIT 8** to this declaration is a true and correct copy of the Judiciary Salary Plan Pay Table for 2026, for Washington-Baltimore-Arlington available at Judiciary Salary Plan Pay Tables available at https://www.uscourts.gov/sites/default/files/document/jsp_washington_2026.pdf.

70. Attached as **EXHIBIT 9** to this declaration is a true and correct copy of the Judiciary Salary Plan Pay Table for 2026, for Los Angeles-Long Beach, CA available at [https://www.uscourts.gov/sites/default/files/document/jsp los angeles 2026.pdf](https://www.uscourts.gov/sites/default/files/document/jsp%20los%20angeles%202026.pdf).

71. Attached as **EXHIBIT 10** to this declaration is a true and correct copy of 2026 Locality Pay Area Definitions defining counties within Los Angeles-Long Beach, CA area available at <https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/2026/locality-pay-area-definitions/>.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 29th day of July, at Los Angeles, California.

/s/ James H. Clark
James H. Clark

EXHIBIT 1

LAW OFFICES OF
LAVI & EBRAHIMIAN, LLP
8889 W. OLYMPIC BLVD., SUITE 200
BEVERLY HILLS, CALIFORNIA 90211
TELEPHONE: (310) 432-0000
FACSIMILE: (310) 432-0001
WWW.LELAWFIRM.COM

July 10, 2024

**NOTICE OF LABOR CODE VIOLATIONS PURSUANT TO
LABOR CODE SECTION 2699.3**

To: California Labor and Workforce Development Agency
Attn. PAGA Administrator
1515 Clay Street, Suite 801
Oakland, California 94612
Via Online Submission Only

<u>NORTHGATE GONZALEZ MARKET, INC.</u> Registered Agent for Process Service c/o Richard E Streza 40 Pacifica Suite 1500 Irvine, CA 92618 <u>Certified No.: 9589 0710 5270 0415 3838 49</u>	<u>NORTHGATE GONZALEZ MARKET, INC.</u> Attn.: Legal Department 1201 N Magnolia Avenue Anaheim, CA 92801 <u>Certified No.: 9589 0710 5270 0415 3838 32</u>
<u>NORTHGATE GONZALEZ MARKET, INC.</u> Attn.: Legal Department 6991 Lincoln Ave Buena Park, CA 90620 <u>Certified No.: 9589 0710 5270 0415 3838 01</u>	

From: MARIA IBANEZ, on behalf of herself and all other current and former aggrieved
California-based hourly non-exempt employees of NORTHGATE GONZALEZ
MARKET, INC.

c/o Joseph Lavi, Esq.
Vincent C. Granberry, Esq.
Jeffrey M. Schwartz, Esq.
Win Pham, Esq.
LAVI & EBRAHIMIAN, LLP
8889 W. Olympic Boulevard, Suite 200
Beverly Hills, California 90211
Email: jlavi@lelawfirm.com
vgranberry@lelawfirm.com
jschwartz@lelawfirm.com
wpham@lelawfirm.com

Our firm has been retained by aggrieved employee MARIA IBANEZ concerning a representative action pursuant to the Private Attorneys General Act of 2004, Labor Code sections 2698, *et seq.* (“PAGA”) against her employers, NORTHGATE GONZALEZ MARKET, INC.

We are filing this written notice with the Labor and Workforce Development Agency (“LWDA”) pursuant to the provisions of the California Labor Code Sections 2699, 2699.3, and 2698, *et seq.* The purpose of this letter is to inquire whether LWDA intends to investigate and seek civil penalties associated with my client’s allegations of violations of the Labor Code by her Employer. In addition to submitting this letter and the \$75.00 filing fee via the online PAGA filing system, I am causing a copy of this letter to be mailed to the Department of Industrial Relations – Accounting Unit.

FACTUAL STATEMENT AND THEORIES OF LABOR CODE VIOLATIONS

Aggrieved employee MARIA IBANEZ (“Employee”) was employed by NORTHGATE GONZALEZ MARKET, INC. (“Defendants” or “Employers”) as an hourly non-exempt employee from in or around August 2013 until on or about April 19, 2024.

1. Failure to Pay the Minimum Wage Rate of Pay for All Hours Worked

Employee alleges that during her employment, Employer failed to pay her and other current and former aggrieved California-based hourly non-exempt employees with compensation at the minimum wage rate of pay for all the hours that they worked in violation of Labor Code sections 1194 and 1197. Labor Code section 1197 provides, “The minimum wage for employees fixed by the commission is the minimum wage to be paid to employees, and the payment of a less wage than the minimum so fixed is unlawful.” Labor Code section 1194 states, “...any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney’s fees, and costs of suit.”

Employee alleges that during her employment, Employer failed to pay her and other current and former aggrieved California-based hourly non-exempt employees all wages at the applicable minimum wage for all hours worked due to Employer’s policies, practices, and/or procedures including, but not limited to:

- requiring Employee and other current and former aggrieved California-based hourly non-exempt employees to often remain on-duty during their off-the-clock meal and/or rest breaks due to chronic understaffing .

Employee and other current and former aggrieved California-based hourly non-exempt employees were not paid for this time resulting in Employer’s failure to pay minimum wage for all the hours Employee and other current and former aggrieved California-based hourly non-exempt employees worked.

Employer's aforementioned policies, practices, and/or procedures resulted in time each day in which Employee and other current and former aggrieved California-based hourly non-exempt employees were subject to the control of Employer without being compensated for that time.

Based on these violations, Employee intends to seek civil penalties pursuant to the Private Attorneys General Act ("PAGA"), California Labor Code sections 2698, *et seq.*, and Labor Code section 1197.1, subdivisions (a)(1)-(2), on behalf of the Labor and Workforce Development Agency ("LWDA") against Employer if authorized to file a representative action on behalf of the State of California. As a derivative claim of Employer's failure to pay wages at a minimum wage rate for all hours worked, Employee will also seek civil penalties for Defendant's violations of Labor Code section 226(a) under Labor Code sections 226.3 and/or 2699(f)(2) because the failure to pay such minimum wages for all hours worked rendered Employee's and other current and former aggrieved California-based hourly non-exempt employees' pay calculations inaccurate and resulted in their wage statements being inaccurate with respect to gross wages earned, total hours worked, net wages earned and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate, in violation of Labor Code sections 226(a)(1, 2, 5 & 9).

2. Failure to Pay Overtime Wages for Overtime Hours Work

Employee alleges that during her employment, Employer failed to pay her and other current and former aggrieved California-based hourly non-exempt employees for the overtime hours that they worked at their overtime rate of pay.

Labor Code section 510, subdivision (a), states in relevant part:

"Eight hours of labor constitutes a day's work. Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee. Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee."

Further, Labor Code section 1198 provides,

The maximum hours of work and the standard conditions of labor fixed by the commission shall be the maximum hours of work and the standard conditions of labor for employees. The employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.

Labor Code section 1194 provides, “...any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney’s fees, and costs of suit.”

Employee alleges that during her employment, Employer failed to pay her and other current and former aggrieved California-based hourly non-exempt employees overtime wages for overtime hours worked due to Employer’s policies, practices, and/or procedures including, but not limited to:

- requiring Employee and other current and former aggrieved California-based hourly non-exempt employees to often remain on-duty during their off-the-clock meal and/or rest breaks due to chronic understaffing .

Employee and other current and former aggrieved California-based hourly non-exempt employees were not paid for this time resulting in Employers’ failure to pay minimum wage for all the hours Employee and other current and former aggrieved California-based hourly non-exempt employees worked.

Employer’s aforementioned policies, practices, and/or procedures resulted in time each day in which Employee and other current and former aggrieved California-based hourly non-exempt employees were subject to the control of Employer without being compensated for that time. To the extent that the foregoing unpaid time resulted from Employee and other current and former aggrieved California-based hourly non-exempt employees being subject to the control of Employer when they worked more than eight (8) hours in a workday, more than forty (40) hours in a workweek, and/or seven days in a workweek, Employer failed to pay them at their overtime rate of pay for all the overtime hours they worked.

Employer’s foregoing policies, practices, and/or procedures resulted in Employer failing to pay Employee and other current and former aggrieved California-based hourly non-exempt employees at their overtime rate of pay for all overtime hours worked, in violation of Labor Code sections 510, 1194, 1198, and the Wage Order.

Overtime is based upon an employee’s regular rate of pay. “The regular rate at which an employee is employed shall be deemed to include all remuneration for employment paid to, or on behalf, of the employee.” See Division of Labor Standards Enforcement – Enforcement Policies and Interpretations Manual, § 49.1.2.

In this case, Employee alleges that when she and other current and former aggrieved California-based hourly non-exempt employees earned overtime wages, Employers sometimes failed to pay them overtime wages at the proper overtime rate of pay due to Employers’ failure to include all remuneration when calculating the overtime rate of pay. Specifically, Employers maintained a policy, practice, and/or procedure of failing to include all remuneration such as bonus

pay, for example, when calculating Employee's and other current and former aggrieved California-based hourly non-exempt employees' regular rate of pay for the purpose of paying overtime.

Based on these violations, Employee intends to seek civil penalties pursuant to PAGA, Labor Code sections 2698, *et seq.*, under Labor Code sections 2699(f)(2) and 558, subdivisions (a)(1)-(2) on behalf of LWDA against Employer if authorized to file a representative action on behalf of the State of California. As a derivative claim of Employer's failure to pay overtime wages at the lawful overtime rate for all overtime hours worked, Employee will also seek civil penalties for Defendant's violations of Labor Code section 226(a) under Labor Code sections 226.3 and/or 2699(f)(2) because the failure to pay such overtime wages for all overtime hours worked rendered Employee's and other current and former aggrieved California-based hourly non-exempt employees' pay calculations inaccurate and resulted in their wage statements being inaccurate with respect to gross wages earned, total hours worked, net wages earned and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate, in violation of Labor Code sections 226(a)(1, 2, 5 & 9).

3. Failure to Authorize or Permit Meal Periods and/or Failure to Pay Meal Period Premiums in Violation of Labor Code Sections 512 and 226.7

Employee alleges that during her employment, Employer failed to authorize or permit all legally required and compliant meal periods and/or pay meal period premiums. California law requires an employer to provide an employee an uninterrupted meal period of no less than thirty (30) minutes in which the employee is relieved of all duties and the employer relinquishes control over the employee's activities prior to the employee's sixth hour of work. Labor Code §§ 226.7, 512; Wage Order 4, § 11; *Brinker Rest. Corp. v. Super Ct. (Hohnbaum)* (2012) 53 Cal.4th 1004. An employer may not employ an employee for a work period of more than ten (10) hours per day without providing the employee with a second such meal period of not less than thirty (30) minutes prior to the start of the eleventh hour of work. *Id.* If the employer requires the employee to remain at the work site or facility during the meal period, the meal period must be paid. This is true even where the employee is relieved of all work duties during the meal period. *Bono Enterprises, Inc. v. Bradshaw* (1995) 32 Cal.App.4th 968. If an employer fails to provide an employee a meal period in accordance with the law, the employer must pay the employee one (1) hour of pay at the employee's regular rate of pay for each workday that a legally required and compliant meal period was not provided. Labor Code § 226.7; Wage Order 4, § 11.

Employee alleges that Employer failed to authorize or permit hrt and other current and former aggrieved California-based hourly non-exempt employees to take all legally required and compliant meal periods due to Employer's policies, practices, and/or procedures including, but not limited to, the following:

- Failing to provide Employee and other current and former aggrieved California-based hourly non-exempt employees timely, uninterrupted, duty-free meal breaks as a result of late, missed, on-duty meal breaks due to chronic understaffing

Additionally, Employee alleges that Employer maintained a policy, practice, and/or procedure whereby they failed to pay Employee and other current and former aggrieved California-based hourly non-exempt employees a meal period premium wage of one (1) additional hour of pay at their regular rate of compensation for each workday that they did not receive all legally required and compliant meal periods, in violation of Labor Code section 226.7 and Wage Order 4 at § 11.

Finally, on occasions when Employers paid Employee and other current and former aggrieved California-based hourly non-exempt employees a “premium” wage for late, missed, short, on-premise, on-duty, and/or interrupted meal periods, Employers sometimes failed to pay the one (1) additional hour of pay at Employee’s and other current and former aggrieved California-based hourly non-exempt employees’ regular rate of compensation. Specifically, Employers maintained a policy, practice, and/or procedure of failing to include all remuneration such as bonus pay, for example, when calculating Employee’s and other current and former aggrieved California-based hourly non-exempt employees’ regular rate of pay for the purpose of paying meal period premium wages.

Based on these violations, Employee intends to seek civil penalties pursuant to PAGA, Labor Code sections 2698, *et seq.*, under Labor Code sections 558 and/or Labor Code section 2699(f)(2) on behalf of LWDA against Employer if authorized to file a representative action on behalf of the State of California. As a derivative claim of Employer’s failure to authorize or permit all legally required and compliant meal periods and/or failure to pay meal period premium wages, Employee will also seek civil penalties for Defendant’s violations of Labor Code section 226(a) under Labor Code sections 226.3 and/or 2699(f)(2) because the failure to pay meal period premiums and/or pay meal period premiums at the proper regular rate of pay rendered Employee’s and other current and former aggrieved California-based hourly non-exempt employees’ pay calculations inaccurate and resulted in their wage statements being inaccurate with respect to gross and net wages earned, in violation of Labor Code sections 226(a)(1 & 5).

4. Failure to Authorize or Permit Rest Periods in Violation of Labor Code Section 226.7 and/or Failure to Pay Rest Period Premiums

Employee alleges that during her employment, Employer failed to authorize or permit all legally required and compliant rest periods and/or failed to pay rest period premiums. California law requires that “[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period. The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof...” Wage Order 4, § 12. “Employees are entitled to 10 minutes’ rest for shifts from three and one-half to six hours in length, 20 minutes for shifts of more than six hours up to 10 hours, 30 minutes for shifts of more than 10 hours up to 14 hours, and so on.” *Brinker Restaurant Corp. v. Sup. Ct. (Hohnbaum)* (2012) 53 Cal.4th 1004, 1029; Labor Code § 226.7. Additionally, the rest period requirement “obligates Employer to permit – and authorizes employees to take – off-duty rest periods.” *Augustus v. ABM Security Services, Inc.* (2016) 5 Cal.5th 257, 269. That is, during rest periods an employer must relieve employees of all duties and relinquish control over how employees spend their time. *Id.* If the employer fails to authorize or

permit a required rest period, the employer must pay the employee one (1) hour of pay at the employee's regular rate of pay for each workday the employer did not authorize or permit a legally required rest period. Labor Code § 226.7; Wage Order 4 at § 12.

Employee alleges that Employer failed to authorize or permit her and other current and former aggrieved California-based hourly non-exempt employees to take all legally required and compliant rest periods due to Employer's policies, practices, and/or procedures including, but not limited to, the following:

- Failing to provide Employee and other current and former aggrieved California-based hourly non-exempt employees with net ten (10) minute rest breaks for every four (4) hours worked or major fraction thereof due to chronic understaffing.

Additionally, Employee alleges that Employer maintained a policy, practice, and/or procedure whereby they failed to pay Employee and other current and former aggrieved California-based hourly non-exempt employees a rest period premium wage of one (1) additional hour of pay at their regular rate of compensation for each workday that they did not receive all legally required and compliant rest periods, in violation of Labor Code section 226.7 and Wage Order 4 at § 12.

Finally, on occasions when Employers did pay Employee and other current and former aggrieved California-based hourly non-exempt employees a "premium" wage for late, missed, short, on-premise, on-duty, and/or interrupted rest periods, Defendants occasionally failed to pay the one (1) additional hour of pay at Employee's and other current and former aggrieved California-based hourly non-exempt employees' regular rate of compensation. Specifically, Employers maintained a policy, practice, and/or procedure of failing to include all remuneration such as bonus pay, for example, when calculating Employee's and other current and former aggrieved California-based hourly non-exempt employees' regular rate of pay for the purpose of paying rest period premiums.

Based on these violations, Employee intends to seek civil penalties pursuant to PAGA, Labor Code sections 2698, *et seq.*, under Labor Code section 2699(f)(2), on behalf of LWDA against Employer if authorized to file a representative action on behalf of the State of California. As a derivative claim of Employer's failure to authorize or permit all legally required and compliant rest periods and/or failure to pay rest period premium wages, Employee will also seek civil penalties for Defendant's violations of Labor Code section 226(a) under Labor Code sections 226.3 and/or 2699(f)(2) because the failure to pay rest period premiums and/or pay rest period premiums at the proper regular rate of pay rendered Employee's and other current and former aggrieved California-based hourly non-exempt employees' pay calculations inaccurate and resulted in their wage statements being inaccurate with respect to gross and net wages earned, in violation of Labor Code sections 226(a)(1 & 5).

5. Failure To Pay Wages for Accrued Paid Sick Days At The Regular Rate of Pay In Violation Of Labor Code Section 246

Defendants had a policy and/or procedure where Employee and other current and former aggrieved California-based hourly non-exempt employees accrued paid sick time.

Labor Code section 246, subdivision (a), states in relevant part “[a]n employee who...works in California for the same employer for 30 or more days within a year from the commencement of employment is entitled to paid sick days.” Additionally, an employee accrues paid sick days at the rate of no-less-than one (1) hour per every thirty (30) hours worked, beginning at the commencement of employment. Labor Code section 246(b).

Here, Employee and other current and former aggrieved California-based hourly non-exempt employees were employed by Employers for 30 or more days and were entitled to paid sick days. Also, Employee and other current and former aggrieved California-based hourly non-exempt employees began accruing paid sick days since the beginning of each of their respective employment with Employers.

Labor Code section 246, subdivision (l), provides that an employer shall calculate the paid sick time for non-exempt employees in the same manner as the regular rate of pay for the workweek in which the employee elected to use paid sick time. “The regular rate at which an employee is employed shall be deemed to include all remuneration for employment paid to, or on behalf, of the employee.” See Division of Labor Standards Enforcement – Enforcement Policies and Interpretations Manual, Section 49.1.2.

In this case, Employee alleges that when she and other current and former aggrieved California-based hourly non-exempt employees elected to use paid sick time, Employers failed to pay them sick time wages at the proper sick time rate of pay due to Employers’ failure to include all remuneration when calculating the sick time rate of pay. Specifically, Employers maintained a policy, practice, and/or procedure of failing to include all remuneration including but not limited to bonus pay, for example, when calculating Employees and other current and former aggrieved California-based hourly non-exempt employees’ regular rate of pay for the purpose of paying sick time.

6. Failure to Timely Pay Earned Wages During Employment in Violation of Labor Code Section 204

Employee alleges that during her employment, Employer failed to timely pay Employee’s and other current and former aggrieved California-based hourly non-exempt employees’ earned wages. In California, wages must be paid at least twice during each calendar month on days designated in advance by the employer as regular paydays, subject to some exceptions. Labor Code § 204(a). Wages earned between the 1st and 15th days, inclusive, of any calendar month must be paid between the 16th and the 26th day of that month and wages earned between the 16th and the last day, inclusive, of any calendar month must be paid between the 1st and 10th day of the following month. *Id.* Other payroll periods such as those that are weekly, biweekly, or semimonthly, must

be paid within seven (7) calendar days following the close of the payroll period in which wages were earned. Labor Code § 204(d).

As a derivative of Employee's claims above, Employee alleges that Employer failed to timely pay her and other current and former aggrieved California-based hourly non-exempt employees' earned wages (including minimum wages, overtime wages, meal period premium wages, and/or rest period premium wages), in violation of Labor Code section 204. Employer's aforementioned policies, practices, and/or procedures resulted in Employer failing to pay Employee and other current and former aggrieved California-based hourly non-exempt employees their earned wages within the applicable time frames outlined in Labor Code 204.

Based on these violations, Employee intends to seek civil penalties pursuant to PAGA, Labor Code sections 2698, *et seq.*, on behalf of LWDA against Employer if authorized to file a representative action on behalf of the State of California.

7. *Secret Payment of Wages Lower Than Designated by Statute, in Violation of Labor Code Section 223*

Labor Code section 223 provides that, where any statute or contract requires an employer to maintain the designated wage scale, it shall be unlawful to secretly pay a lower wage while purporting to pay the wage designated by statute or contract. By engaging in the unlawful conduct alleged herein, including by failing to pay wages no less than the applicable legal minimum and overtime wages, and also meal and rest break premiums, as established by Labor Code sections 226.7, 510, 1194, 1197 and sections 11 and 12 of the applicable IWC Wage Orders, as incorporated by Labor Code section 1198, the Employer secretly paid a lower wage than designated by statute while purporting to pay the wages designated by statute, in violation of Labor Code section 223. The Employee with therefore pursue the civil penalties established by Labor Code section 225.5 for all such violations of Labor Code section 223, on behalf of the LWDA and against Employer if authorized to file a representative action on behalf of the State of California.

8. *Failure to Provide Accurate Wage Statements*

Labor Code section 226(a) states that "[a]n employer, semimonthly or at the time of each payment of wages, shall furnish to his or her employee...an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee...(3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer...and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee...."

Employee alleges that as a derivative of Employee's claims above, Employer failed to provide accurate wage and hour statements to Employee and other current and former aggrieved

California-based hourly non-exempt employees who were subject to Employer's control for uncompensated time and who did not receive all their earned wages (including minimum wages, overtime wages, meal period premium wages, and/or rest period premium wages), as such failures rendered Employee's and other current and former aggrieved California-based hourly non-exempt employees' pay calculations inaccurate and resulted in their wage statements being inaccurate with respect to gross wages earned, total hours worked, net wages earned and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate, in violation of Labor Code sections 226(a)(1, 2, 5 & 9).

Based on these violations, Employee will seek civil penalties pursuant to PAGA, Labor Code sections 2698, *et seq.*, under Labor Code section 226.3 and/or Labor Code section 2699(f)(2) on behalf of LWDA, against Employer if authorized to file a representative action on behalf of the State of California.

9. Failure to Timely Pay Final Wages

Labor Code section 201(a) states that "[i]f an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately." Labor Code section 202(a) continues, "[i]f an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter...." Finally, Labor Code section 203(a) provides, "[i]f an employer willfully fails to pay...any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days...."

As a result of the aforementioned violations of the Labor Code, Employee alleges that she was not paid her final wages in a timely manner as required by Labor Code section 203. Earned wages (including minimum wages, overtime wages, meal period premium wages, and/or rest period premium wages) (all described above), were not paid at the time of Employee's separation of employment. Employee is informed and believes and thereon alleges that former aggrieved California-based hourly non-exempt employees who separated from Employer, whether voluntarily or involuntarily, were not paid all wages due in a timely manner, as required by Labor Code sections 201, 202, and 203.

Based on these violations, Employee will seek civil penalties pursuant to PAGA, Labor Code sections 2698, *et seq.*, under Labor Code section 2699(f)(2) on behalf of LWDA, against Employer if authorized to file a representative action on behalf of the State of California.

10. Employer's Other Violations of the California Labor Code

Finally, pursuant to *Huff v. Securitas Security Services USA, Inc.* (2018) 25 Cal.App.5th 745 ("*Huff*"), as an aggrieved employee, Employee has standing, and intends, on behalf of LWDA, to pursue civil penalties against Employer for any and all other Labor Code violations committed by Employer. In *Huff*, the California Court of Appeals held that an employee alleging a single violation of the Labor Code under PAGA may also bring PAGA claims against the employer for

Labor & Workforce Development Agency

Re: MARIA IBANEZ v. *NORTHGATE GONZALEZ MARKET, INC., et al.*

July 10, 2024

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all other alleged Labor Code violations, even those suffered by other employees of the same employer. According to the *Huff* decision, Employee, as an “aggrieved” employee affected by at least one Labor Code violation may, and hereby does, pursue penalties on behalf of LWDA for unrelated Labor Code violations by Employer.

CONCLUSION

Our client intends to file a representative action pursuant to PAGA concerning her wage claims as warranted by Employer’s violations of Labor Code sections 201, 202, 203, 204, 223, 226, 226.7, 246, 510, 512, 1194, 1197, and sections 3, 4, 11 and 12 of the applicable IWC Wage Orders. This letter is being sent to you as an inquiry into whether LWDA wishes to investigate my client’s claims for civil penalties associated with Employer’s violations of the Labor Code, as alleged herein. Thank you for your assistance and cooperation in this matter. If you have any questions or concerns, please contact me at the above-listed information.

Very truly yours,
LAVI & EBRAHIMIAN, LLP

A handwritten signature in black ink, appearing to read "Win Pham". The signature is fluid and cursive, with the first name "Win" and last name "Pham" clearly distinguishable.

Win Pham, Esq.

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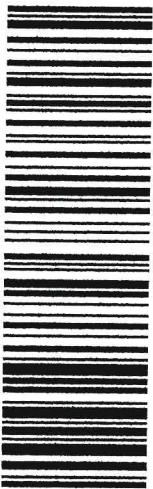
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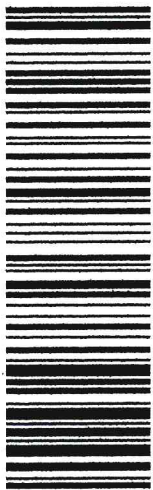
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Ebrahimian, LLP
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Hills, CA 90211

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NORTHGATE GONZALEZ
MARKET, INC.

Attn.: Legal Department
1201 N Magnolia Avenue
Anaheim, CA 92801

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

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NORTHGATE GONZALEZ MARKET,
INC.

Attn.: Legal Department
1201 N Magnolia Avenue
Anaheim, CA 92801

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PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

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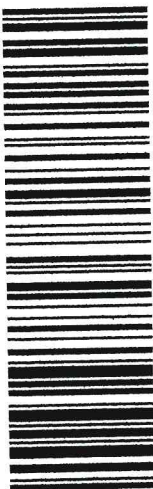
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Ebrahimian, LLP
7mpic Blvd., Suite 200
7 Hills, CA 90211

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NORTHGATE GONZALEZ
MARKET, INC.

Attn.: Legal Department
6991 Lincoln Ave
Buena Park, CA 90620

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EXHIBIT 2

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement (“Settlement Agreement”) is made and entered into between Plaintiffs Patricia Arellano and Maria Ibanez (“Plaintiffs”) acting in their private attorneys general capacity, and Defendant Northgate Gonzalez Markets, Inc. (“Defendant”). The Agreement refers to Plaintiffs and Defendant collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

- 1.1. “Action” collectively means: (1) *Patricia Arellano v. Northgate Gonzalez Markets*, Los Angeles Superior Court Case No. 24STCV10515; and (2) *Maria Ibanez v. Northgate Gonzalez Market, Inc.*, Los Angeles Superior Court Case No. 24STCV17107.
- 1.2. “Administrator” means ILYM Group, Inc., the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross PAGA Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with approval of this Settlement.
- 1.4. “Aggrieved Employee” means all individuals who are or previously were employed by Defendant in California and classified as a non-exempt employee at any time during the PAGA Period.
- 1.5. “Aggrieved Employee Data” means Aggrieved Employee identifying information in Defendant’s possession including the Aggrieved Employee’s name, last-known mailing address, Social Security number, and number of PAGA Pay Periods.
- 1.6. “Aggrieved Employee Address Search” means the Administrator’s investigation and search for current Aggrieved Employee mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Aggrieved Employees.
- 1.7. “Approval Order” means the proposed Court Order Granting Approval of PAGA Settlement.
- 1.8. “Claimants” means Carlos Gonzalez and Francisco Cortez Jr.
- 1.9. “Court” means the Superior Court of California, County of Los Angeles.
- 1.10. “Defendant” means Northgate Gonzalez Markets, Inc.
- 1.11. “Defense Counsel” means Corinne D. Spencer and Jonathan J. Brown of Pearlman, Brown & Wax, LLP, and Corey J. Cabral and Ryan Larocca of CDF Labor Law LLP.



- 1.12. “Effective Date” means the date upon which the Court serves a signed Order granting approval the Settlement.
- 1.13. “Gross PAGA Settlement Amount” means the total sum of Seven Hundred Forty Five Thousand Dollars and Zero Cents (\$745,000.00), which is the maximum amount Defendant agrees to pay under the Settlement, except as provided in paragraph 8 below. The Gross PAGA Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, Service Awards and the Administration Expenses Payment. The Gross PAGA Settlement Amount shall be all-in with no reversion to Defendant and no claim forms required. The Gross PAGA Settlement Amount is separate and apart from any Individual Settlements separately paid to Plaintiffs and Claimants for a General Release of their claims, addressed further herein (“Individual Settlements”). As such, the Gross PAGA Settlement Amount does not include Plaintiffs’ and Claimants’ Individual Settlements, which are being separately funded by Defendant and memorialized in Individual Settlement Agreements.
- 1.14. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Payment calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period compared to the total PAGA Pay Periods all Aggrieved Employees worked.
- 1.15. “Judgment” means the judgment entered by the Court based upon the Approval Order.
- 1.16. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code § 2699, subd. (i).
- 1.17. “LWDA PAGA Payment” means the 75% of the PAGA Payment paid to the LWDA under Labor Code § 2699, subd. (i).
- 1.18. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698, *et seq.*).
- 1.19. “PAGA Counsel” means the law firms Blumenthal Nordrehaug Bhowmik De Blouw LLP (“BNBD”), Haig B. Kazandjian Lawyers, APC (“HBK”); and Lavi & Ebrahimian, LLP (“LE”).
- 1.20. “PAGA Counsel Fees Payment” and “PAGA Counsel Litigation Expenses Payment” mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.
- 1.21. “PAGA Notice(s)” means Plaintiff Arellano’s January 5, 2024 letter to the Defendant and the LWDA, and Plaintiff Ibanez’s July 10, 2024 letter to the Defendant and the LWDA, providing notice pursuant to Labor Code section 2699.3, subd.(a).
- 1.22. “PAGA Payment” means the deductions from the Gross PAGA Settlement Amount, including the following payments in the amounts approved by the Court: PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, the Service Award to

Plaintiffs, and Administration Expenses Payment. After these deductions is the total amount of PAGA Penalties to be paid from the Gross PAGA Settlement Amount, allocated 25% to the Aggrieved Employees and the 75% to LWDA in settlement of PAGA claims.

- 1.23. “PAGA Pay Period” means any pay period in which an Aggrieved Employee worked for Defendant as a non-exempt employee in California during the PAGA Period.
- 1.24. “PAGA Period” means the period from July 10, 2023 to the date determined by operation of the Escalator Clause set forth herein, which will be either: (i) the date Plaintiffs file the motion for approval of the PAGA Actions settlement, which may require a pro rata increase to the Gross PAGA Only Settlement Amount, or (ii) the end date of the pay period during which the Aggrieved Employees collectively worked over 880,000 PAGA Pay Periods.
- 1.25. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (no less than \$86,683.75) and the 75% to LWDA (no less than \$260,051.25) in settlement of PAGA claims.
- 1.26. “Plaintiffs” means Patricia Arellano and Maria Ibanez, the named plaintiffs in the Action.
- 1.27. “Released PAGA Claims” means any and all claims for civil penalties for alleged Labor Code violations that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint, and the PAGA Notices submitted by Plaintiffs to the LWDA, which occurred during the PAGA Period. The Release PAGA Claims expressly exclude all other claims, all non-PAGA claims, claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, California class claims, and PAGA claims outside of the PAGA period. The Released PAGA Claims also exclude Plaintiffs’ and Claimants’ individual settlements or the claims released therein.
- 1.28. “Released Parties” means Defendant and each of its officers, directors, members, partners, owners, shareholders, agents, servants, assigns, affiliates, predecessors, successors, parent entities, and subsidiary entities.
- 1.29. “Service Award(s)” means the service payment made to Plaintiffs in order to compensate them for initiating the Action, performing work in support of the Action, undertaking the risk of liability for Defendant’s expenses, and for the release of individual PAGA claims by Plaintiffs
- 1.30. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.

2. RECITALS

- 2.1. On January 5, 2024, Plaintiff Arellano served a PAGA Notice upon Defendant and the LWDA regarding Defendant's alleged wage and hour violations including failure to provide employment records, failure to provide accurate itemized wage statements, failure to properly record and provide legally required meal and rest periods, failure to pay minimum wages, failure to pay overtime and double time wages, failure to pay reporting time, failure to reimburse employees for required expenses, failure to pay split shift wages, failure to provide notice of paid sick time and accrual, and failure to provide wages when due.
- 2.2. On April 26, 2024, Plaintiff Arellano filed a Representative Action Complaint in the Superior Court for the County of Los Angeles, alleging one cause of action for civil penalties pursuant to Labor Code §§ 2699, *et seq.* (PAGA) for violations of the California Labor Code (the "*Arellano* PAGA Action").
- 2.3. On July 10, 2024, Plaintiff Ibanez served a PAGA Notice upon Defendant and the LWDA regarding Defendant's alleged wage and hour violations.
- 2.4. On July 10, 2024, Plaintiff Ibanez filed a Class Action Complaint in the Superior Court for the County of Los Angeles. Subsequently, on October 21, 2024, Plaintiff Ibanez and Defendant filed a stipulation to dismiss class claims without prejudice, to arbitrate individual PAGA claims, and to stay representative PAGA claims pending arbitration (the "*Ibanez* PAGA Action").
- 2.5. In connection with this Settlement, the Parties filed a stipulation for leave to file of a First Amended Representative Action Complaint ("FAC") in the *Arellano* PAGA Action to add the parties and claims originally filed in *Ibanez* PAGA Action. Once filed, the FAC in the *Arellano* PAGA Action shall be operative complaint (the "Operative Complaint").
- 2.6. Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in the Operative Complaint and denies any and all liability for the causes of action alleged.
- 2.7. On September 22, 2025 the Parties participated in an all-day mediation presided over by David Phillips, Esq., a respected private mediator of wage and hour representative and class actions. Following the mediation, each side, represented by its respective counsel, were able to agree to settle the Action based upon a mediator's proposal which was memorialized in the form of a Memorandum of Understanding.
- 2.8. Prior to the mediation, the Parties conducted significant investigation and informal discovery of the facts and law. Defendant produced documents relating to employee payroll spreadsheets, their policies, practices, and procedures regarding paying non-exempt employees for all hours worked, overtime, meal and rest period policies, payroll and operations policies and more. The Parties agree that the above-described

investigation and evaluation, as well as the information exchanged during the settlement negotiations, are sufficient to assess the merits of the Parties' positions and to compromise the issues on a fair and equitable basis.

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

3. MONETARY TERMS.

- 3.1. Gross PAGA Settlement Amount. Except as provided in paragraph 8 below, Defendant promises to pay Seven Hundred Forty Five Thousand Dollars and Zero Cents (\$745,000.00), and no more as the Gross PAGA Settlement Amount. The Gross PAGA Settlement Amount includes the Individual PAGA Payments to the Aggrieved Employees, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, Service Awards, and the Administration Expenses Payment. Defendant has no obligation to pay the Gross PAGA Settlement Amount prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross PAGA Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. The Gross PAGA Settlement Amount shall be all-in and none of the Gross PAGA Settlement Amount will revert to Defendant. The Gross PAGA Settlement Amount excludes any Individual Settlement separately paid to Plaintiffs or Claimant for a General Release of their claims, addressed further herein, which will be separately funded by Defendant

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

- 3.2.1 To PAGA Counsel: A PAGA Counsel Fees Payment of not more than 35% of the Gross PAGA Settlement Amount, which is currently estimated to be Two Hundred Sixty Thousand Seven Hundred Fifty Dollars and Zero Cents (\$260,750.00) and PAGA Counsel Litigation Expenses Payment in an amount as documented in PAGA Counsel's billing statement and not more than Ninety Five Thousand Dollars and Zero Cents (\$95,000). The PAGA Counsel Fees Payment shall be allocated among PAGA Counsel as follows: 50% to BNBD, 25% to HBK, and 25% to LE. Defendant will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. If the Court does not approve or approves less than the amounts requested for the PAGA Counsel Fees Payment and/or the PAGA Counsel Litigation Expenses Payment, the Administrator will allocate the remainder to the PAGA Payment, and this will not affect approval of the settlement. Released Parties shall have no liability to PAGA Counsel or any other Plaintiff's counsel arising from any claim to any portion of any PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. PAGA Counsel may choose to appeal any reduction in the award of fees by the Court, but regardless of the appeal's outcome, the other Settlement terms will not be affected. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and

liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and hold Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.2 To the Administrator: An Administration Expenses Payment not to exceed \$42,515, except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less, or the Court approves payment less than \$42,515, the Administrator will retain the remainder in the PAGA Payment.

3.2.3 To the LWDA and Aggrieved Employees: PAGA Payment shall be the net remaining amount of the Gross PAGA Only Settlement after deduction of PAGA Counsel Fees Payment, the PAGA Counsel Litigation Expenses Payment, the Service Award Payments, and the Administration Expenses Payment, with 75% (no less than \$260,051.25) allocated to the LWDA PAGA Payment and 25% (no less than \$86,683.75) allocated to the Individual PAGA Payments. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Payment by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods during the PAGA Period. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment. If the Court approves the PAGA Payment of less than the amount requested, the Administrator will allocate the remainder to the PAGA Penalties. Because the Individual PAGA Payments are payments in compromise and settlement of a claim for alleged civil penalties, the Individual PAGA Payments will be treated as non-wage income with no tax withholdings to be made, and the Administrator will report, if required by applicable tax laws, the Individual PAGA Payments on IRS Forms 1099 to the respective Aggrieved Employees and applicable governmental authorities.

3.2.4 To Plaintiffs: Plaintiffs shall request from the Court a Service Award payment in the amount of Two Thousand Five Hundred Dollars and Zero Cents (\$2,500.00) each, for a total of Five Thousand Dollars and Zero Cents (\$5,000.00). This amount shall be paid exclusively from the Gross PAGA Settlement Amount. Defendants shall not oppose Plaintiffs' requests for Service Awards in this amount. In the event the Service Awards are approved for less than Two Thousand Five Hundred Dollars and Zero Cents (\$2,500.00) each, the unawarded difference will be added to the PAGA Payment and not to Plaintiffs, PAGA Counsel, or Defendant. These payments will be reported on IRS Form 1099 issued to Plaintiff by the Settlement Administrator. Notwithstanding any other term of this Settlement Agreement, any reduction by the Court of the Service Award shall not be sufficient grounds to void the Settlement Agreement. As stated herein, the Plaintiffs' service awards in this Settlement Agreement shall not release Plaintiffs' individual non-PAGA claims, which are being separately settled through a separate individual confidential settlement agreement and funded outside of the Gross PAGA Settlement Amount.

4. SETTLEMENT FUNDING AND PAYMENTS.

- 4.1. Aggrieved Employee Pay Periods. Defendant has represented that the Aggrieved Employees consist of approximately 13,827 employees who collectively worked 800,000 PAGA Pay Periods during the PAGA Period.
- 4.2. Aggrieved Employee Data. Within fourteen (14) days after the Effective Date, Defendant will deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employee' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify PAGA Counsel if it discovers that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. The Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.
- 4.3. Funding of Gross PAGA Settlement Amount. Defendant shall fully fund the Gross PAGA Settlement Amount by transmitting the funds to the Administrator no later than fourteen (14) business days of the Effective Date.
- 4.4. Payments from the Gross PAGA Settlement Amount. Within fourteen (14) business days after Defendant funds the Gross PAGA Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Service Awards, the Administration Expenses Payment, and the PAGA Counsel Expenses Payment. Disbursement of the PAGA Counsel Litigation Expenses Payment shall not precede disbursement of Individual PAGA Payments.
- 4.4.1. The Administrator will issue checks for the Individual PAGA Payments and send them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the void date, which is one hundred eighty (180) days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.
- 4.4.2. The Administrator must conduct a Aggrieved Employee Address Search for all Aggrieved Employees whose checks are returned undelivered without USPS forwarding address. Within seven (7) days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Aggrieved Employee Address Search. The Administrator need not take further steps to deliver checks to Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Aggrieved Employee whose original

check was lost or misplaced, requested by the Aggrieved Employee prior to the void date.

4.4.3. For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).

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

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

5.1 Separate Individual Claims. Pursuant to separate confidential settlement agreements, in addition to the Gross PAGA Settlement Amount, Defendant has agreed to separately pay Plaintiffs and Claimants individual settlements to resolve all of their individual non-PAGA claims, which are not being released in this Agreement.

5.2 Release by Plaintiffs, the State of California, and Aggrieved Employees. Except for any Separate Individual Claims (defined above), Plaintiffs, the State of California, and all Aggrieved Employees are deemed to have fully, finally, and forever released the Released Parties from all "Released PAGA Claims."

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

6.1 Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor Code Section 2699, subd. (f)(2)) including: (i) a draft proposed Order Granting Approval of PAGA Settlement; (ii) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Aggrieved Employee Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Aggrieved Employees or the LWDA; and the nature and extent of any financial relationship with Plaintiff, PAGA Counsel or Defense Counsel; (iii) a signed declaration from PAGA Counsel's firm attesting to its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); and (iv) all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Administrator.

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

7. SETTLEMENT ADMINISTRATION.

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

- 8. AGGRIEVED EMPLOYEE SIZE ESTIMATES AND ESCALATOR CLAUSE.** Based on its records, Defendant estimated that there are approximately 800,000 PAGA Pay Periods worked by the Aggrieved Employees during the PAGA Period. For each PAGA Pay Period over 800,000 in the PAGA Period there shall either be: (i) a pro-rata increase in the Gross PAGA Settlement Amount based on the Gross PAGA Settlement Amount divided by 800,000, or (ii) the end date of the PAGA Period will be backed up such that there is a release of no more than 10% over 800,000 PAGA Pay Periods (i.e., no more than 880,000 PAGA Pay Periods). PAGA Counsel shall provide Defendant with 15-days' notice of the anticipated

filing of the motion for settlement approval. No later than five (5) business days before the anticipated date of filing the motion for settlement approval, Defendant will notify PAGA Counsel of the total number of PAGA Pay Periods worked by the Aggrieved Employees within the PAGA Period and whether: (i) Defendant will either pay additional sums on a pro-rata basis for each PAGA Pay Period over 800,000, or (ii) will notify provide PAGA counsel that it elects to proceed with option (ii) and provide PAGA Counsel with the end date of the PAGA Period so that the motion or stipulation for approval can be modified with the appropriate release/end date.

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

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

10. ADDITIONAL PROVISIONS.

- 10.1 No Admission of Liability or Representative Action Treatment or Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaint have merit, nor should it be intended or construed as an admission by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree that representative action treatment is for purposes of this Settlement only. If, for any reason, the Court does not approve this Settlement, Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to contest Defendant's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation or legal or regulatory matter (except for proceedings to enforce or effectuate this Settlement and Agreement).
- 10.2 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.

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- 10.3 Attorney Authorization. Plaintiffs and Defendant separately warrant and represent that they have authorized their Counsel, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.
- 10.4 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of the mediator, David Phillips, Esq., Esq., for resolution.
- 10.5 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 10.6 No Tax Advice. Neither Plaintiff, PAGA Counsel, Defendant, nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 10.7 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 10.8 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 10.9 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 10.10 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 10.11 Confidentiality. Until the Motion or Stipulation for PAGA Approval is filed, other than information necessary to secure Court approval of this settlement, the Parties agree to keep confidential all matters relative to this Settlement, including the terms of the Settlement and the facts and circumstances leading up to it. Until the Motion or Stipulation for PAGA Approval is filed, if asked about the disputes between the

Parties, the Parties shall provide no other statement than “the matter has been resolved” or “the matter has settled.” Before the Motion or Stipulation for PAGA Approval is filed, the Parties may, however, discuss the terms of this Settlement with their spouses, attorneys, financial advisors, tax advisors, and accountants, or upon a valid court order, at which time the individual receiving information about the terms of this Settlement shall be informed that the terms of this Settlement are confidential, and the individual may not reveal or disclose to any third party the terms of the Settlement. Until the Motion or Stipulation for PAGA Approval is filed, neither Plaintiff nor PAGA Counsel shall issue a press release, hold a press conference, publish information about the settlement on any website or social media, respond to any press inquiries, or otherwise publicize the settlement or communicate its terms in public or in private.

- 10.12 Use and Return of Aggrieved Employee Data. Information provided to PAGA Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the PAGA Data provided to PAGA Counsel by Defendant in connection with discovery, the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than ninety (90) days after the Administrator discharges its obligation to pay out of all Settlement funds, the Parties shall destroy all paper and electronic versions of Aggrieved Employee Data and PAGA Data received from Defendant unless, prior to the Administrator’s payment of all Settlement Funds, Defendant makes a written request for the return, rather than the destruction, of Aggrieved Employee Data.
- 10.13 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 10.14 Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.
- 10.15 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiffs: Norman Blumenthal
 norm@bamlawca.com
 Kyle R. Nordrehaug
 kyle@bamlawca.com
 Blumenthal Nordrehaug Bhowmik De Blouw LLP
 2255 Calle Clara
 La Jolla, California 92037
 Telephone: (858) 551-1223



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Glendale, California 91203
Telephone: (818) 696-2306

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Vincent C. Granberry, Esq.
vgranberry@lelawfirm.com
Lavi & Ebrahimian, LLP
8889 W. Olympic Boulevard, Suite 200
Beverly Hills, California 90211
Telephone: (310) 432-0000

To Defendant:

Corinne D. Spencer
cds@4pbw.com
Jonathan J. Brown
jjb@4pbw.com
Pearlman, Brown & Wax, L.L.P.
15910 Ventura Boulevard, 18th Floor
Encino, CA 91436
Telephone: (818) 501-4343

Corey J. Cabral
ccabral@cdflaborlaw.com
Ryan Larocca
rlarocca@cdflaborlaw.com
CDF Labor Law LLP
900 University Avenue, Suite 200
Sacramento, CA 95825
Telephone: (916) 514-4554

- 10.16 Execution in Counterparts. This Settlement Agreement is subject only to the execution of all Parties. However, this Agreement may be executed in one or more counterparts by facsimile, electronic signature, or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement
- 10.17 Court Filings. The Parties agree not to object to any Court filings consistent with this Agreement.
- 10.18 No Other Pending Claims. Plaintiff represent that they do not have any other pending claims, complaints, charges, or lawsuits of any kind whatsoever with any

court, governmental agency, or other regulatory body with respect to any matter arising out of their employment with Defendant or otherwise related to Defendant.

10.19 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that the time within which to bring this action to trial under Code of Civil Procedure Section 583.310 shall be extended for a period of not less than one (1) year starting from the date of the signing of this agreement by all parties until the entry of the order approving this Settlement or, if not entered, the date this agreement shall no longer be of any force or effect.

11. EXECUTION BY PARTIES AND COUNSEL

Dated: 05 / 11 / 2026



Plaintiff Patricia Arellano

Dated: 05/20/2026



Plaintiff Maria Ibanez

Dated: 5/23/2026

DocuSigned by:

392AD57ADE144C0...

Bruce R. Brandlin [name]

Defendant Northgate Gonzalez Market, Inc.

APPROVED AS TO FORM ONLY:

Dated: _____

Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorney for Plaintiffs

Dated: 05/11/2026



Haig B. Kazandjian, Esq.
Cathy Gonzalez, Esq.
Haig B. Kazandjian Lawyers, APC
Attorney for Plaintiff

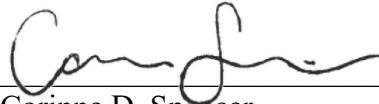


Dated: 05/20/2026

Joseph Lavi

Joseph Lavi, Esq.
Vincent C. Granberry, Esq.
Lavi & Ebrahimiian, LLP
Attorney for Plaintiff

Dated: 5/26/20/26



Corinne D. Spencer
Pearlman, Brown & Wax, L.L.P.
Attorneys for Defendant

Dated: 5/26/26



Corey J. Cabral
CDF Labor Law LLP
Attorneys for Defendant

court, governmental agency, or other regulatory body with respect to any matter arising out of their employment with Defendant or otherwise related to Defendant.

10.19 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that the time within which to bring this action to trial under Code of Civil Procedure Section 583.310 shall be extended for a period of not less than one (1) year starting from the date of the signing of this agreement by all parties until the entry of the order approving this Settlement or, if not entered, the date this agreement shall no longer be of any force or effect.

11. EXECUTION BY PARTIES AND COUNSEL

Dated: 05 / 11 / 2026



Plaintiff Patricia Arellano

Dated: _____

Plaintiff Maria Ibanez

Dated: 5/23/2026

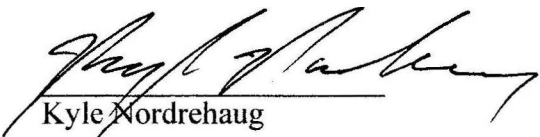
DocuSigned by:

392AD57ADE144C0...

Bruce R. Brandlin [name]
Defendant Northgate Gonzalez Market, Inc.

APPROVED AS TO FORM ONLY:

Dated: 5/21/26



Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorney for Plaintiffs

Dated: 05/11/2026



Haig B. Kazandjian, Esq.
Cathy Gonzalez, Esq.
Haig B. Kazandjian Lawyers, APC
Attorney for Plaintiff

“EXHIBIT 3”

Lavi & Ebrahimi, LLP (Counsel for Maria Ibanez) - - Final Billable Hours - - Arellano, Ibanez, et al. v. Northgate Gonzalez Markets, Inc., et al. (Case No.: 24STCV10515)							
DATE:	Related Documents	Activity	Category	Attorney	Hours	Rate	Subtotal
6/13/2024 17:00	RETAINER.CLASS.with.referral.English.pdf Pages: 13	Drafted, reviewed and executed retainer agreement	Case Management	Joseph Lavi	1.9	1,000	1900
6/13/2024 17:06	Social Media Letter ENGLISH.pdf Pages: 3	Drafted, reviewed and executed social media letter for client	Case Management	Joseph Lavi	1.2	1,000	1200
6/14/2024 11:43	RETAINERCLASSNEWspanish with referral FINAL.pdf Pages: 15	Drafted, reviewed, and executed spanish language version of retainer	Case Management	Joseph Lavi	1.5	1,000	1500
6/14/2024 11:43	SOCIAL.MEDIA.LETTER.pdf Pages: 3	Final execution and internal filing of social media letter	Case Management	Joseph Lavi	0.4	1,000	400
6/26/2024 2:26 PM	CLIENTS ID front.jpg Pages:	Reviewed of client's ID	Case Management	Joseph Lavi	0.3	1,000	300
6/26/2024 2:26 PM	Paystub.jpeg Pages:	Reviewed of client's old paystubs	Case Management	Joseph Lavi	0.7	1,000	700
6/26/2024 2:26 PM	RETAINER_IBANEZ_M_v_NORTHGATE.signed.pdf Pages:	Collected all signatures necessary for client retainer	Case Management	Joseph Lavi	0.3	1,000	300
7/2/2024 11:45 AM	sum100.pdf Pages:	Drafted and reviewed summons	Pleadings	Joseph Lavi	1.9	1,000	1900
7/2/2024 12:09 PM	COMPLAINT.CLASS.TEMPLATE.JS.5.23.24.docx Pages:	Drafted and reviewed class action complaint	Pleadings	Joseph Lavi	8.5	1,000	8500
7/5/2024 16:20	FIRST AMENDED COMPLAINT.CLASS.TEMPLATE.JS.5.23.24 WP.docx Pages: 46	Drafted and reviewed initial draft of First Amended Complaint	Pleadings	Joseph Lavi	4.5	1,000	4500
7/5/2024 4:40 PM	PAGA LETTER TEMPLATE.JS.5.20.24.docx Pages:	Drafted and reviewed initial PAGA Letter draft	Pleadings	Joseph Lavi	5.5	1,000	5500
7/5/2024 4:43 PM	COMPLAINT.CLASS.TEMPLATE.JS.5.23.24 WP.docx Pages:	Co-drafted and reviewed initial draft of class complaint	Pleadings	Joseph Lavi	6.5	1,000	6500
7/10/2024 12:05	COMPLAINT.CLASS.FINAL.pdf Pages: 38	Final review and filing confirmation of class action complaint	Pleadings	Joseph Lavi	2.5	1,000	2500
7/10/2024 12:14 PM	CCCS.FINAL.pdf Pages:	Final review and filing confirmation of CCCS	Pleadings	Joseph Lavi	0.5	1,000	500
7/10/2024 12:14 PM	SUMMON.FINAL.pdf Pages:	Reviewed and finalized summons	Pleadings	Joseph Lavi	0.5	1,000	500
7/10/2024 14:36	PAGA.LETTER.MAIL.CONF.CERTIFIES.07.10.2024.pdf Pages: 20	Finalize, sign, and prepare for mailing PAGA letter to LWDA	Pleadings	Joseph Lavi	0.5	1,000	500
7/10/2024 14:36	Thank you for submission of your PAGA Case_.msg Pages:	Filing PAGA letter with LWDA	Pleadings	Joseph Lavi	0.3	1,000	300
7/10/2024 2:56 PM	PAGA.CONF.07.10.24.pdf Pages:	Confirmed PAGA letter filing with LWDA	Pleadings	Joseph Lavi	0.2	1,000	200
7/11/2024 9:31	CCCS.FILED.07.10.24.pdf Pages: 2	Confirmed CCCS filing	Pleadings	Joseph Lavi	0.2	1,000	200
7/11/2024 9:32	SUMMON.FILED.07.10.24.pdf Pages: 1	Confirmed summons filing	Pleadings	Joseph Lavi	0.2	1,000	200
7/11/2024 9:33	NTC.ASSIGNMENT.FILED.07.10.24.pdf Pages: 2	Filing notice of assignment	Pleadings	Joseph Lavi	0.2	1,000	200
7/11/2024 9:34	ADR.pdf Pages: 2	Reviewed ADR	Mediation	Joseph Lavi	0.2	1,000	200
7/11/2024 9:34	FIRST.AMENDED.GEN.ORDER.pdf Pages: 7	Reviewed first amended general order	Pleadings	Joseph Lavi	0.2	1,000	200
7/11/2024 9:34	GEN.ORDER.RE.VELS.pdf Pages: 3	Reviewed general order	Pleadings	Joseph Lavi	0.2	1,000	200
7/11/2024 9:34	VELS.pdf Pages: 9	Reviewed and confirmed all initial filing documents	Pleadings	Joseph Lavi	0.6	1,000	600
7/24/2024 13:20	DDS.07.10.2024.pdf Pages: 1	Reviewed and confirmed various DDS workorders and POS confirmations	Pleadings	Joseph Lavi	0.5	1,000	500
7/29/2024 14:20	POS.NORTHGATE.GONZALEZ.MARKET.INC..PDF Pages: 2	Reviewed and confirmed various DDS workorders and POS confirmations	Pleadings	Joseph Lavi	0.6	1,000	600
8/7/2024 4:24 PM	Maria Ibanez Arbitration Agreement.pdf Pages:	Initial review of Ibanez arbitration agreement	Pleadings	Joseph Lavi	3.1	1,000	3100
8/28/2024 1:52 PM	Maria Ibanez Arbitration Agreement(1).pdf Pages:	Secondary review of Ibanez arbitration agreement	Pleadings	Joseph Lavi	2.1	1,000	2100
8/30/2024 1:41 PM	SUMMON.pdf Pages:	Review of summons	Pleadings	Joseph Lavi	0.4	1,000	400
8/30/2024 1:42 PM	CCCS.PAGA.pdf Pages:	Review of CCCS for PAGA	Pleadings	Joseph Lavi	0.5	1,000	500
8/30/2024 1:42 PM	COMPLAINT.PAGA.TEMPLATE.JS.5-28-24.docx Pages:	Drafted first template for PAGA complaint to be filed	Pleadings	Joseph Lavi	6.5	1,000	6500
8/30/2024 1:43 PM	CCCSA.PAGA.pdf Pages:	Finalize CCCS for PAGA filing	Pleadings	Joseph Lavi	0.3	1,000	300
9/17/2024 1:56 PM	Coss Lora Midence - PAGA Settlement Agreement.pdf Pages:	Reviewed previous related PAGA settlement agreement	Pleadings	Joseph Lavi	0.8	1,000	800
9/17/2024 2:02 PM	Morales Torres Fully Executed Settlement Agreement (1).pdf Pages:	Reviewed FE copy of previous related PAGA settlement	Pleadings	Joseph Lavi	0.4	1,000	400
9/17/2024 2:07 PM	Morales Torres 2022-10-27 - Final Ruling re PAGA Approval.pdf Pages:	Reviewed previous MPAGA ruling in related case	Pleadings	Joseph Lavi	0.3	1,000	300
9/17/2024 2:11 PM	Gonzalez Complaint.pdf Pages:	Reviewed related complaint to Ibanez case	Pleadings	Joseph Lavi	1.1	1,000	1100
9/17/2024 14:22	Amended Stipulation and Proposed Order to Stay Matter Pending Mediation and Binding Arbitration.pdf Pages:	Reviewed amended stipulation in related case	Discovery	Win Pham	0.5	675	337.5
9/17/2024 2:25 PM	Gonzalez - Amended Stipulation and Proposed Order to Stay Matter Pending Mediation and Binding Arbitration.pdf Pages:	Reviewed amended stipulation in related case	Discovery	Jeffrey Schwartz	0.5	675	337.5
9/17/2024 14:33	Decl of Sergio Julian Puche ISO of Request for Dismissal of Action without Prejudice.pdf Pages:	Reviewed counsel declaration re request for dismissal of related case	Discovery	Win Pham	0.4	675	270
9/17/2024 2:36 PM	Gonzalez - Decl of Sergio Julian Puche ISO of Request for Dismissal of Action without Prejudice.pdf Pages:	Reviewed counsel declaration re request for dismissal of related case	Discovery	Jeffrey Schwartz	0.3	675	202.5
9/17/2024 2:54 PM	Arellano v Northgate - CMC 8-18-24 Statement.pdf Pages:	CMC drafted and reviewed for associated lead case Arellano	Pleadings	Win Pham	0.6	675	405
9/17/2024 3:19 PM	Arellano v Northgate PAGA Complaint.pdf Pages:	Reviewed initial complaint filed in related/lead case	Pleadings	Vincent Granberry	3.5	750	2625
9/18/2024 11:30	FIRST AMENDED COMPLAINT 09.18.24..pdf Pages: 46	Drafted and reviewed further for first amended complaint	Pleadings	Win Pham	5.5	675	3712.5
9/18/2024 11:35 AM	FIRST AMENDED COMPLAINT 09.18.24..pdf Pages:	Review and finalize first amended complaint	Pleadings	Win Pham	1.5	675	1012.5
9/18/2024 11:35 AM	FIRST AMENDED COMPLAINT.CLASS.TEMPLATE.JS.5.23.24 WP.docx Pages:	Final review of first amended complaint ahead of filing	Pleadings	Jeffrey Schwartz	2.5	675	1687.5
9/18/2024 15:23	FIRST AMENDED COMPLAINT 09.18.24.final.pdf Pages: 47	Filing confirmation of first amended complaint	Pleadings	Jeffrey Schwartz	0.1	675	67.5
9/20/2024 5:31 PM	Gonzalez - Amended Stipulation and Proposed Order to Stay Matter Pending Mediation and Binding Arbitration.pdf Pages:	Reviewed related case stipulation	Pleadings	Win Pham	0.5	675	337.5
9/20/2024 5:31 PM	Gonzales - Decl of Sergio Julian Puche ISO of Request for Dismissal of Action without Prejudice.pdf Pages:	Reviewed related case declaration	Pleadings	Win Pham	0.5	675	337.5
9/23/2024 2:32 PM	Initial Status Conference Order.filed.08.06.2024.pdf Pages:	Drafted, reviewed and filed initial status conference statement	Pleadings	Win Pham	1.5	675	1012.5
9/23/2024 2:32 PM	Minute Order re_ Initial Status Conference.08.06.2024.pdf Pages:	Reviewed initial status conference minute order	Pleadings	Win Pham	0.2	675	135

9/23/2024 4:55 PM	09.23.24 Joint CMC Statement Draft.docx Pages:	Initial draft of joint CMC statement	Pleadings	Win Pham	0.8	675	540
9/24/2024 5:03 PM	08.06.24.Minute Order Re Initial Status Conference.pdf Pages:	Filed initial status conference minute order internally	Pleadings	Win Pham	0.2	675	135
9/25/2024 10:59 AM	09.23.24 Joint CMC Statement.WP.docx Pages:	Finalized joint cmc statement draft	Pleadings	Win Pham	0.5	675	337.5
9/25/2024 12:19 PM	Joint CMC Statement.FILING.CONF.09.25.2024.pdf Pages:	Confirmed filing of joint cmc statement, filed conformed copies internally	Pleadings	Win Pham	0.4	675	270
10/8/2024 9:47 AM	MIN.ORDER.10.02.2024.pdf Pages:	Filed 10.2.24 minute order internally	Pleadings	Win Pham	0.2	675	135
10/8/2024 10:57	MINUTE.ORDER.10.02.2024.pdf Pages: 2	Reviewed 10.2.24 minute order	Pleadings	Win Pham	0.2	675	135
10/8/2024 11:01 AM	PROPOSED.ORDER.CASE.ANYWHERE.TEMPLATE.docx Pages:	Received caseanywhere proposed order template	Pleadings	Win Pham	0.4	675	270
10/8/2024 11:49	PROPOSED.ORDER.CASE.ANYWHERE.IBANEZ.10.08.2024.docx Pages: 7	Drafted proposed order for use in Ibanez case arbitration	Arbitration	Win Pham	0.5	675	337.5
10/8/2024 12:40 PM	Joint Stip to Arbitrate.docx Pages:	Drafted joint stipulation to arbitrate	Arbitration	Win Pham	1.1	675	742.5
10/8/2024 1:44 PM	PROPOSED.ORDER.CASE.ANYWHERE.WP.docx Pages:	Finalized and filed proposed order re Ibanez case arbitration	Arbitration	Win Pham	0.3	675	202.5
10/8/2024 1:54 PM	NOT.IBANEZ.DRAFT.10.08.2024.docx Pages:	Drafting notice of intent to arbitrate	Arbitration	Win Pham	1.1	675	742.5
10/8/2024 2:41 PM	NOT.IBANEZ.DRAFT.10.08.2024.WP redlines.docx Pages:	secondary WP review of notice of intent to arbitrate	Arbitration	Win Pham	0.3	675	202.5
10/8/2024 2:41 PM	NOT.IBANEZ.DRAFT.10.08.2024.WP.docx Pages:	Reviewing WP draft of notice of intent to arbitrate	Arbitration	Jeffrey Schwartz	0.6	675	405
10/8/2024 2:48 PM	NOT.IBANEZ.DRAFT.10.08.2024.WP.docx Pages:	Final review of WP draft of notice of intent to arbitrate	Arbitration	Jeffrey Schwartz	0.3	675	202.5
10/10/2024 11:50 AM	PROPOSED.ORDER.CASE.ANYWHERE.WP.docx Pages:	Finalized proposed order re intent to arbitrate	Arbitration	Jeffrey Schwartz	1.1	675	742.5
10/10/2024 5:32 PM	PROPOSED.ORDER.CASE.ANYWHERE.FILING.CONF.10.10.2024.pdf Pages:	Confirmed filing of proposed order to case anywhere	Arbitration	Jeffrey Schwartz	0.5	675	337.5
10/21/2024 3:20 AM	[Proposed] Order Re Stip to Submit Matter to Arb.PDF Pages:	Full, final filing of the stipulation to submit to arbitration	Arbitration	Jeffrey Schwartz	0.2	675	135
10/21/2024 3:20 AM	Stip to Submit Matter to Arbitration; Proposed Order.pdf Pages:	Filing of stipulation to submit matter to arbitration, proposed order	Arbitration	Win Pham	0.4	675	270
10/29/2024 9:57	DDS.09.25.2024.pdf Pages: 1	Reviewing and confirming correct info sent to DDS	Arbitration	Win Pham	0.1	675	67.5
11/5/2024 1:50 PM	Ibanez - Notice of Intent to Arbitrate.pdf Pages:	Finalize and internal filing of notice of intent to arbitrate	Arbitration	Win Pham	0.4	675	270
11/5/2024 1:51 PM	Maria Ibanez Arbitration Agreement.pdf Pages:	Review of Ibanez arbitration agreement	Arbitration	Vincent Granberry	1.5	750	1125
11/5/2024 1:57 PM	Ibanez - Amended Complaint.Conformed.09.18.24.pdf Pages:	Internal filing of conformed Ibanez amended complaint	Pleadings	Win Pham	0.2	675	135
11/5/2024 1:58 PM	Order to Submit Matter to Arb 10.21.24.pdf Pages:	Review of order to submit to arbitration	Arbitration	Win Pham	0.3	675	202.5
11/5/2024 2:01 PM	Stipulation to Submit Matter to Arbitration 10.21.24.pdf Pages:	Review of stipulation to submit matter to arbitration	Arbitration	Win Pham	0.5	675	337.5
11/5/2024 2:01 PM	Stipulation to Submit Matter to Arbitration 10.21.24.pdf Pages:	Internal filing of stipulation re arbitration	Arbitration	Win Pham	0.2	675	135
11/5/2024 17:35	NTC.OF ARB.MAIL.CONF.11.05.2024..pdf Pages: 72	Reviewed and finalized notice of abritration mailing	Arbitration	Vincent Granberry	2.2	750	1650
11/5/2024 6:36 PM	NTC.OF ARB.MAIL.CONF.11.05.2024.pdf Pages:	Confirming mailing of notice of arbitration	Arbitration	Win Pham	0.2	675	135
11/6/2024 5:09 PM	11.06.24 Joint CMC Statement Draft.docx Pages:	Drafting initial draft of joint CMC statement	Pleadings	Win Pham	0.8	675	540
11/6/2024 5:16 PM	11.06.24 Joint CMC Statement Draft.docx Pages:	Finalizing joint CMC statement for filing	Pleadings	Win Pham	0.4	675	270
11/8/2024 15:41	11.08.24 Joint CMC Statement.docx Pages: 4	Sending joint CMC statement out for counsel review	Pleadings	Win Pham	0.3	675	202.5
11/8/2024 4:58 PM	11.08.24 Joint CMC Statement.docx Pages:	Finalizing and filing joint CMC statement after counsel review	Pleadings	Win Pham	0.4	675	270
11/8/2024 6:31 PM	JNT.REPORT.FILING.11.08.2024.pdf Pages:	Filing of joint CMC statement/report	Pleadings	Win Pham	0.2	675	135
11/12/2024 12:35 PM	2024.11.12 Notice Of Remote Appearance.pdf Pages:	Drafting notice of remote appearance	Pleadings	Win Pham	0.4	675	270
11/12/2024 3:07 PM	Ibanez. Notice of Remote Appearance.11.12.2024.pdf Pages:	Drafting notice of remote appearance	Pleadings	Jeffrey Schwartz	0.3	675	202.5
11/12/2024 6:33 PM	Ibanez. Notice of Remote Appearance.11.12.2024.FINAL.pdf Pages:	Finalizing and filing both notice of remote appearances	Pleadings	Jeffrey Schwartz	0.4	675	270
11/13/2024 10:57 AM	JNT.STAT.REPORT.11.08.2024.FILED.pdf Pages:	Filing conformed copies of the filed joint status report	Pleadings	Win Pham	0.1	675	67.5
1/2/2025 9:17	MINUTE.ORDER.11.15.2024.pdf Pages: 1	Reviewed and filed minute order internally	Pleadings	Win Pham	0.1	675	67.5
1/17/2025 14:04	Call w OPC Re Mediation 1.17.25 Cor and Cory.docx Pages: 3	Attended call with Opposing Counsel re mediation	Mediation	Win Pham	0.7	675	472.5
1/27/2025 3:21 PM	Ibanez v. Northgate (PAGA) - JPA(1).docx Pages:	Initial draft of the JPA ahead of mediation	Case Management	Win Pham	1.1	675	742.5
1/28/2025 1:05 PM	Ibanez v. Northgate (PAGA) - JPA(2).docx Pages:	Secondary draft of the JPA ahead of mediation	Case Management	Win Pham	0.5	675	337.5
1/28/2025 3:31 PM	2025-01-28 Northgate Markets - JPA.docx Pages:	Supervisory review of the JPA	Case Management	Jeffrey Schwartz	0.7	675	472.5
1/28/2025 3:31 PM	2025-01-28 Northgate Markets - JPA.pdf Pages:	Sending JPA to Co-Counsel for review	Case Management	Vincent Granberry	0.2	750	150
2/10/2025 8:01 PM	2025-01-28 Northgate Markets - JPA(1).docx Pages:	Editing JPA per Co-Counsel review points	Case Management	Vincent Granberry	0.5	750	375
2/10/2025 8:01 PM	2025-01-28 Northgate Markets - JPA(1).pdf Pages:	Finalizing JPA with Co-Counsel	Case Management	Vincent Granberry	0.4	750	300
2/12/2025 3:25 PM	IBANEZ M v. NORTHGATE JPA - Signed.pdf Pages:	Gathering client signatures on JPA	Case Management	Vincent Granberry	1.1	750	825
2/12/2025 3:27 PM	IBANEZ, M v. NORTHGATE JPA - Signed.pdf Pages:	Gathering other plaintiff signatures on JPA	Case Management	Vincent Granberry	0.3	750	225
2/12/2025 3:42 PM	IBANEZ, M v. NORTHGATE JPA - LE Signed.pdf Pages:	Gathering all L&E signatures on JPA	Case Management	Vincent Granberry	0.3	750	225
2/12/2025 5:51 PM	Ibanez v. Northgate (PAGA) - JPA-Signed -Arellano.pdf Pages:	Gathering all Co-Counsel signatures on JPA	Case Management	Vincent Granberry	0.4	750	300
4/28/2025 4:51 PM	2025.04.28_ Notice of Continuance- Ibanez v Northgate (Draft) GD.doc Pages:	Drafted notice of continuance, first draft	Pleadings	Jeffrey Schwartz	0.3	675	202.5
4/28/2025 4:51 PM	2025.04.01_ Notice of Continuance of Hearing and Order.pdf Pages:	Second drafted notice of continuance	Pleadings	Jeffrey Schwartz	0.3	675	202.5
4/28/2025 5:05 PM	2025.04.28_ Notice of Continuance- Ibanez v Northgate (Final).docx Pages:	Finalized notice of continuance for filing	Pleadings	Jeffrey Schwartz	0.3	675	202.5
5/9/2025 2:02 PM	2025.05.09_Joint Status Report - Ibanez v. Northgate (LE).docx Pages:	Initial draft of joint status report	Pleadings	Jeffrey Schwartz	0.4	675	270
5/12/2025 3:51 PM	2025.05.09_Joint Status Report - Ibanez v. Northgate (signed).docx Pages:	Signed,finalized, and filed joint status report	Pleadings	Jeffrey Schwartz	0.1	675	67.5
5/12/2025 4:20 PM	2025.05.12_ Joint Stauts Report- Ibanez v Northgate Filing Conf.pdf Pages:	Filed conformed copies of joint status report	Pleadings	Jeffrey Schwartz	0.2	675	135
5/30/2025 11:23 AM	2025.05.30_ Plaintiff Notice of Minute Order- Ibanez v Northgate (Draft) GD	Initial draft of notice of minute order	Pleadings	Jeffrey Schwartz	0.3	675	202.5
5/30/2025 11:23 AM	2025.05.14_Minute Order- Ibanez v Northgate.pdf Pages:	Internal filing of minute order	Pleadings	Jeffrey Schwartz	0.1	675	67.5
5/30/2025 12:05 PM	2025.05.30_ Plaintiff Notice of Minute Order- Ibanez v Northgate (GD draft)(WP).doc Pages:	Second draft of notice of minute order	Pleadings	Jeffrey Schwartz	0.3	675	202.5

6/18/2025 4:53 PM	2025.06.17_ Notice of Lien Conference WC- Ibanez v Northgate.jpg Pages:	Initial draft of notice of lien conference	Pleadings	Jeffrey Schwartz	0.5	675	337.5
6/18/2025 4:53 PM	2025.06.17_ Notice of Lien Conference WC- Ibanez v Northgate.jpg Pages:	Second draft of notice of lien conference	Pleadings	Jeffrey Schwartz	0.3	675	202.5
6/30/2025 2:02 PM	INVOICE - FEARNSHAW DORSKA & WAX LLP - CDF LABOR LAW LLP (Northgate).pdf Pages:	Internal tracking of Def's mediation invoice	Mediation	Vincent Granberry	0.2	750	150
6/30/2025 2:02 PM	Invoice - LAVI & EBRAHIMIAN LLP (Ibanez).pdf Pages:	Internal tracking of L&E mediation invoice	Mediation	Vincent Granberry	0.2	750	150
6/30/2025 2:02 PM	SIGNATURE W-9 (2025).pdf Pages:	Drafted and filed W9 with signature mediation	Mediation	Vincent Granberry	0.2	750	150
6/30/2025 2:02 PM	ACHWire Instructions-Signature Resolution JPM Chase.pdf Pages:	Received and filed wire instructions to Signature resolution	Mediation	Vincent Granberry	0.2	750	150
6/30/2025 2:02 PM	Ibanez v. Northgate Gonzalez Market Inc. - HEARING NOTICE.pdf Pages:	Drafted mediation hearing notice	Pleadings	Vincent Granberry	0.7	750	525
6/30/2025 2:02 PM	Rate and Fee Schedule - David Phillips (Signature).pdf Pages:	Internal review and filing of mediation rate and fee schedule	Pleadings	Vincent Granberry	0.1	750	75
7/7/2025 12:56 PM	SIGNATURE.RESOLUTION.MEDIATION.FOR.09.22.2025.PAID.07.07.2025.pdf Pages:	Paid mediation fee ahead of mediation	Mediation	Vincent Granberry	0.3	750	225
7/7/2025 13:01	SIGNATURE.RESOLUTION.MEDIATION.FOR.09.22.2025.PAID.07.07.2025.pdf Pages:	Internal filing of mediation payment confirmation	Mediation	Vincent Granberry	0.1	750	75
8/1/2025 11:21 AM	2025.05.30_ Plaintiff Notice of Minute Order- Ibanez v Northgate (Final).pdf Pages:	Finalized draft of notice of minute order	Pleadings	Jeffrey Schwartz	0.2	675	135
9/5/2025 4:58 PM	Final Pay for Production.xlsx Pages:	Review pay for production excel sheet ahead of mediation	Mediation	Vincent Granberry	0.8	750	600
9/5/2025 4:59 PM	Final Time for Production.xlsx Pages:	Review time for production excel sheet ahead of mediation	Mediation	Vincent Granberry	0.9	750	675
9/11/2025 9:42 AM	Details Sheet Maria Ibanez 36873.xlsx_ 6083432.xlsx Pages:	Review Ibanez employee details ahead of mediation	Mediation	Vincent Granberry	0.6	750	450
9/11/2025 9:42 AM	36873_ATTTESTATION- Maria Ibanez.xlsx_ 6083435.xlsx Pages:	Review of Ibanez attestation form ahead of mediation	Mediation	Vincent Granberry	0.6	750	450
9/11/2025 9:42 AM	store 14.Csv_ 6163420.Csv Pages:	General review of Ibanez discovery materials ahead of mediation	Mediation	Vincent Granberry	1.1	750	825
9/16/2025 11:01 AM	Ibanez v Northgate Gonzalez Markets Mediation Analysis 9-16-2025.pdf	Review of Ibanez mediation analysis ahead of mediation	Mediation	Vincent Granberry	1.2	750	900
9/19/2025 10:01	Individual MOU (Example) - TO PAIR WITH CLASS or PAGA.docx Pages: 2	Initial MOU review and addition of mediation terms	Mediation	James Clark	1.5	675	1012.5
9/19/2025 10:01	MOU (PAGA-ONLY) - TEMPLATE.docx Pages: 4	Initial PAGA only MOU draft	Settlement Negotiation	James Clark	1.6	675	1080
9/19/2025 2:49 PM	2025.09.11_ Mediation Disclosures Spanish- Ibanez v Northgate. (Final) pdf-Signed.pdf Pages:	Drafted mediation disclosures and got spanish translation	Mediation	Vincent Granberry	1.2	750	900
9/19/2025 2:49 PM	IBANEZ, M v. NORTHGATE MEDIATION DISCLOSERS -Verification.pdf Pages:	Internal filing of mediation disclosures	Mediation	Vincent Granberry	0.2	750	150
9/19/2025 2:49 PM	2025.09.11_ Mediation Addendum - Ibanez v Northgate. (Final) pdf-Signed.pdf Pages:	Initial draft of mediation addendum, got signed	Mediation	Vincent Granberry	0.3	750	225
9/19/2025 2:49 PM	2025.09.11_ Mediation Disclosures English- Ibanez v Northgate. (Final) pdf-Signed.pdf Pages:	Second draft of mediation addendum, english translation	Mediation	Vincent Granberry	0.4	750	300
9/19/2025 2:49 PM	2025.09.11_ Mediation Disclosures Spanish- Ibanez v Northgate. (Final) pdf-Signed.pdf Pages:	Second draft of mediation addendum, spanish translation	Mediation	Vincent Granberry	0.4	750	300
9/19/2025 3:28 PM	2025.09.18_ Ptff Mediation Brief - Ibanez v. Northgate (Indiv_PAGA)(Draft)(WP).docx Pages:	Initial draft of mediation brief, re individual paga	Mediation	Win Pham	1.5	675	1012.5
9/19/2025 6:31 PM	2025.09.18_ Ptff Mediation Brief - Ibanez v. Northgate (Indiv_PAGA).pdf	Second draft of mediation brief, re individual paga	Mediation	Win Pham	1.1	675	742.5
9/20/2025 9:52 AM	Re- Request for Analysis - Mediation 9-22-25 - Maria Ibanez v. Northgate Gonzales Markets, Inc. (PAGA).eml Pages:	Email regarding request for mediation analysis	Mediation	Win Pham	0.2	675	135
9/20/2025 9:52 AM	Sean INDIVIDUAL Analysis.pdf Pages:	Review of expert individual analysis	Mediation	Win Pham	0.8	675	540
9/20/2025 9:52 AM	Sean PAGA Analysis.pdf Pages:	Review of expert paga analysis	Mediation	Win Pham	0.7	675	472.5
9/20/2025 9:52 AM	2025.09.18_ Ptff Mediation Brief - Ibanez v. Northgate (Indiv_PAGA)(1).pdf	Analysis of plaintiff mediation brief re individual paga	Mediation	Win Pham	0.9	675	607.5
9/20/2025 9:52 AM	DEFS BRIEF Pages:	Review of Defendant's mediation brief materials	Mediation	Win Pham	1.1	675	742.5
9/24/2025 2:41 PM	2025.09.24_ Mediators Proposal Spanish- Ibanez v Northgate (Final)-Signed.pdf Pages:	Review of mediator's proposal in spanish before sending to client	Mediation	Win Pham	0.3	675	202.5
9/24/2025 2:41 PM	2025.09.24_ Mediators Proposal english- Ibanez v Northgate (Final)-Signed.pdf Pages:	Review of mediator's proposal in english before sending to client	Mediation	Win Pham	0.3	675	202.5
9/24/2025 2:41 PM	IBANEZ M v. NORTHGATE MEDIATORS PROPOSAL -Verification.pdf Pages:	Internal filing of final mediator's proposal	Mediation	Win Pham	0.1	675	67.5
10/1/2025 13:38	2025-10-1-PAGA-MOU_LE.10.1 (Gonzalez Ibanez et al v. Northgate).docx Pages: 6	Initial draft of the MOU after mediation	Settlement Negotiation	James Clark	1.5	675	1012.5
10/2/2025 14:24	2025-10-2-PAGA-MOU_LE.10.1 (Gonzalez Ibanez et al v. Northgate) (002).docx Pages:	Second draft of the MOU ahead of sending to other parties	Settlement Negotiation	James Clark	1.3	675	877.5
10/6/2025 12:55 PM	2025-10-6-PAGA-MOU_LE.10.1 (Gonzalez Ibanez et al v. Northgate) (002).docx Pages:	Sending out drafts of the MOU to all parties	Settlement Negotiation	James Clark	0.3	675	202.5
10/8/2025 10:39 AM	2025-10-6-PAGA-MOU_LE.10.1 (Gonzalez Ibanez et al v. Northgate) (CDF Edits) 4931-5432-7920 v.1.docx Pages:	Review Defense Counsel redlines for the intial MOU	Settlement Negotiation	James Clark	0.8	675	540
10/8/2025 10:51 AM	2025-10-8-PAGA-MOU_LE.10.1 (Gonzalez Ibanez et al v. Northgate) (CDF Edits) 4931-5432-7920 v.1.docx Pages:	Internal filing of Defense Counsel redlines for the initial MOU	Settlement Negotiation	James Clark	0.2	675	135
10/9/2025 1:34 PM	2025-10-8-PAGA-MOU_LE.10.1 (Gonzalez Ibanez et al v. Northgate) (CDF Edits) 4931-5432-7920 v.1(1).docx Pages:	Finalize internal review of Defense Counsel redlines	Settlement Negotiation	James Clark	0.4	675	270
10/9/2025 13:35	SA-MOU_LE.10.1 (Gonzalez Ibanez et al v. Northgate) (CDF Edits) 4931-5432-7920 v.1(1).docx Pages:	Sent out second round of redline review with Def Counsel	Settlement Negotiation	James Clark	0.2	675	135
10/9/2025 14:15	2025.10.09_Joint Status Report-Ibanez v. Northgate (LE Draft).docx Pages: 4	Initial draft of joint status report post mediation	Pleadings	Win Pham	0.5	675	337.5
10/9/2025 2:17 PM	2025.10.09_Joint Status Report-Ibanez v. Northgate (LE Draft).docx Pages:	Sent out draft of joint status report post mediation	Pleadings	Win Pham	0.2	675	135
10/9/2025 14:17	OU_LE.10.1 (Gonzalez Ibanez et al v. Northgate) (CDF Edits) 4931-5432-7920 v.1_LE.10.1(1).docx Pages:	Second round review of redlines re MOU	Settlement Negotiation	James Clark	0.8	675	540

10/9/2025 2:42 PM	2025-10-8-PAGA-MOU_LE.10.1 (Gonzalez Ibanez et al v. Northgate) (CDF Edits) 4931-5432-7920 v.1_LE.10.9.docx Pages:	Sending out second round of redlines for paga mou	Settlement Negotiation	James Clark	0.2	675	135
10/9/2025 2:48 PM	2025.10.09_Joint Status Report--Ibanez v. Northgate (LE Draft)(1).docx	Finalize draft of joint status report ahead of filing	Pleadings	James Clark	0.4	675	270
10/10/2025 11:29 AM	2025-10-8-PAGA-MOU_LE.10.1 (Gonzalez Ibanez et al v. Northgate) (CDF Edits) 4931-5432-7920 v.1(2).docx Pages:	Additional review of MOU redlines from Def Counsel	Settlement Negotiation	James Clark	0.7	675	472.5
10/13/2025 1:52 PM	2025-10-8-PAGA-MOU_LE.10.1 (Gonzalez Ibanez et al v. Northgate) (CDF Edits) 4931-5432-7920 v.1(3).docx Pages:	Sent out follow up redlines for MOU to Def Counsel	Settlement Negotiation	James Clark	0.2	675	135
10/13/2025 14:42	2025.10.13_Joint Status Report--Ibanez v. Northgate (FE).docx Pages: 4	Gathering signatures joint status report	Pleadings	Vincent Granberry	0.4	750	300
10/13/2025 14:42	2025.10.13_Joint Status Report--Ibanez v. Northgate (FE).pdf Pages: 4	Internal filing of joint status report	Pleadings	Vincent Granberry	0.2	750	150
10/14/2025 9:52	2025.10.13.Filed.Joint Statut Report-Ibanez v. Northgate.pdf Pages: 5	Filed joint status report	Pleadings	Vincent Granberry	0.2	750	150
10/14/2025 9:55 AM	2025.10.13.Filed.Joint Statut Report-Ibanez v. Northgate.pdf Pages:	Internal filing of conformed copy of joint status report	Pleadings	Vincent Granberry	0.2	750	150
10/16/2025 10:59	2025.10.16_Notice of Ruling--Ibanez v. Northgate.docx Pages: 2	Drafted notice of ruling	Pleadings	Vincent Granberry	0.4	750	300
10/16/2025 10:59	2025.10.16_Notice of Ruling--Ibanez v. Northgate FE.pdf Pages: 2	Finalized draft of notice of ruling	Pleadings	Vincent Granberry	0.3	750	225
10/16/2025 11:26 AM	2025.10.16_Notice of Ruling--Ibanez v. Northgate FE.pdf Pages:	Internal filing of notice of ruling	Pleadings	Vincent Granberry	0.2	750	150
10/21/2025 14:48	10.1 (Gonzalez Ibanez et al v. Northgate) (Northgate Draft 2.0)((Unsaved-10_20_2025	Reviewed additional redlines of MOU draft	Settlement Negotiation	Vincent Granberry	0.8	750	600
10/21/2025 16:05	2025.10.20 PAGA-MOU (Northgate Draft 2.0)_LE.10.21.docx Pages: 8	Finalized review of Defense Counsel MOU redlines	Settlement Negotiation	Vincent Granberry	0.4	750	300
10/24/2025 9:42 AM	BERGER.CONSULTING.INV.16323.PAID.10.21.2025.pdf Pages:	Reviewed, finalized and paid Berger Consulting invoice	Mediation	Vincent Granberry	0.6	750	450
10/28/2025 17:37	10.28 PAGA-MOU (Gonzalez Ibanez et al v. Northgate) - Final Northgate Draft.docx Pa	Received and reviewed final redlines for MOU from Defense Counsel	Settlement Negotiation	James Clark	0.7	675	472.5
10/28/2025 5:42 PM	2025.10.28 PAGA-MOU (Gonzalez Ibanez et al v. Northgate) - Final Northgate Draft.docx Pages:	Finalized edits on MOU with Defense Counsel	Settlement Negotiation	James Clark	0.4	675	270
10/31/2025 8:30 AM	2025.10.31 PAGA-MOU (Arellano Ibanez et al v. Northgate) - Final Northgate Draft_PBW 10.31.25 Clean copy.docx Pages:	Finalized MOU with Defense Counsel for signature	Settlement Negotiation	James Clark	0.5	675	337.5
10/31/2025 9:57	2025.10.31_Class PAGA MOU--Arellano Ibanez v. Northgate (FINAL).docx Pages: 7	Internal filings of MOU clean copies	Settlement Negotiation	James Clark	0.1	675	67.5
11/11/2025 15:56	2025.11.11_MOU-Maria Ibanez v Northgate-Signed.pdf Pages:	Called and discussed MOU with client, answered questions, sent out for signature	Settlement Negotiation	James Clark	0.6	675	405
11/11/2025 5:10 PM	2025.11.11_MOU-Maria Ibanez v Northgate-Signed.pdf Pages:	Gathered all other party signatures on MOU	Settlement Negotiation	James Clark	0.3	675	202.5
11/11/2025 6:01 PM	2025.11.11_MOU-Maria Ibanez v Northgate-Signed(1).pdf Pages:	Finalized and FE MOU	Settlement Negotiation	James Clark	0.3	675	202.5
11/12/2025 11:36	MED.Br.JL (29).pdf Pages: 21	Review of mediation brief against MOU for finalization	Settlement Negotiation	Vincent Granberry	1.5	750	1125
11/12/2025 12:35 PM	MED.Br.JL (29).pdf Pages:	Internal filing of final mediation brief	Mediation	Vincent Granberry	0.2	750	150
11/25/2025 5:25 PM	2025-11-24-Northgate Market-MOU-All Ptf's signed.pdf Pages:	Collecting all MOU signatures and making FE copy	Settlement Negotiation	James Clark	0.5	675	337.5
12/17/2025 13:28	2025.12.17_Maria Ibanez Indv Settlement--Ibanez v. Northgate.docx Pages: 4	Initial draft of Ibanez individual settlement agreement	Settlement Negotiation	James Clark	1.8	675	1215
12/17/2025 3:11 PM	2025.12.17_Maria Ibanez Indv Settlement--Ibanez v. Northgate.docx Pages:	Second draft of Ibanez individual settlement agreement	Settlement Negotiation	James Clark	0.7	675	472.5
12/19/2025 11:01 AM	Northgate - PAGA Settlement Agreement - Plaintiffs Draft (12-19-25).docx	Initial draft of the PAGA longform settlement agreement	Settlement Negotiation	James Clark	2.5	675	1687.5
1/4/2026 2:28 PM	Northgate - PAGA Settlement Agreement - Plaintiffs Draft (12-19-25)(1).docx	Second draft of PAGA longform settlement agreement	Settlement Negotiation	James Clark	1.5	675	1012.5
1/21/2026 7:23 PM	Ibanez-Arellano- PAGA Settlement Agreement - Draft PBW (1-21-26).docx	Review of Defense Counsel's redlines for PAGA longform settlement agreement	Settlement Negotiation	James Clark	1.1	675	742.5
1/22/2026 10:02 AM	Northgate Gonzalez Market, Inc. - PAGA RFP Apex Class Action.pdf Pages:	Sent out for administration bid request	Settlement Negotiation	James Clark	0.3	675	202.5
1/22/2026 10:02 AM	Northgate Gonzalez Market, Inc. - ILYM Group PAGA Quote.pdf Pages:	Sent out for administration bid request	Settlement Negotiation	James Clark	0.3	675	202.5
1/27/2026 10:50	PAGA LETTER.SIGNED.docx Pages: 11	Re-filing internally of signed PAGA letter by plaintiff	Case Management	Win Pham	0.3	675	202.5
1/27/2026 10:51	COMPLAINT.CLASS.TEMPLATE.JS.5.23.24 WP.docx Pages: 36	Re-filing internally of class action complaint	Case Management	Win Pham	0.3	675	202.5
1/27/2026 10:51	FIRST AMENDED COMPLAINT.CLASS.TEMPLATE.JS.5.23.24 WP.docx Pages: 46	Finalization of amended complaint	Case Management	Win Pham	1.2	675	810
1/30/2026 16:04	2025.10.31_PAGA-MOU_(Arellano_Ibanez_et_al_v._Northgate) - FE.pdf Pages: 10	Creating FE copy of the MOU	Settlement Negotiation	James Clark	0.3	675	202.5
2/3/2026 6:40 PM	Ibanez-Arellano- PAGA Settlement Agreement - Draft PBW (1-21-26)_Plaintiffs Further Rev 2-3-26.docx Pages:	Futher review of longform PAGA settlement	Settlement Negotiation	James Clark	0.3	675	202.5
2/9/2026 11:31 AM	Ibanez-Arellano- PAGA Settlement Agreement - Draft PBW (2-6-26) - Clean [2-9-26].docx Pages:	Sent out clean copies of longform PAGA settlement	Settlement Negotiation	James Clark	0.2	675	135
2/10/2026 15:17	Maria Ibanez Indv Settlement--Ibanez v. Northgate (rev PBW 2.10.26).docx Pages: 8	Secondary review of Ibanez individual settlement	Settlement Negotiation	James Clark	0.5	675	337.5
2/10/2026 4:18 PM	Maria Ibanez Indv Settlement--Ibanez v. Northgate (rev PBW 2.10.26).docx	Sent out secondary review redlines of Ibanez individual settlement	Settlement Negotiation	James Clark	0.2	675	135

2/10/2026 4:25 PM	Arellano Indv Settlement-Ibanez-Arellano v. Northgate PBW 2.10.26.docx	Internal filing of Arellano individual settlement agreement	Settlement Negotiation	James Clark	0.1	675	67.5
2/11/2026 12:03 PM	GONZALEZ - Indv Settlement-Ibanez-Arellano v. Northgate (BNBD Rev.).docx	Received additional redlines of Ibanez individual settlement agreement	Settlement Negotiation	James Clark	0.1	675	67.5
2/11/2026 16:26	2026.02.11_Joint Stip Continue MPAGA--Ibanez v. Northgate (LE Draft).docx Pages: 5	Drafted joint stipulation to continue MPAGA	Pleadings	James Clark	0.4	675	270
2/11/2026 4:53 PM	[HBK] Arellano v. Northgate - Stipulation to Vacate Post Arb SC and Set SC re Settlement.docx Pages:	Drafted stipulation to vacate post arbitration status conference	Pleadings	James Clark	0.5	675	337.5
2/11/2026 5:41 PM	2026.02.11_Joint Stip Continue MPAGA--Ibanez v. Northgate (LE Draft).docx	Finalized intial draft of joint stipulation to continue MPAGA	Pleadings	James Clark	0.4	675	270
2/12/2026 10:03	ia Ibanez Indv Settlement--Ibanez v. Northgate (rev PBW 2.10.26) _LE.2.12.docx Pages: 5	Reviewed additional redlines of Ibanez individual settlement	Settlement Negotiation	James Clark	0.6	675	405
2/12/2026 11:52 AM	2026.02.11_Joint Stip Continue MPAGA--Ibanez v. Northgate (LE Draft)(1).docx Pages:	Sent out draft of joint stipulation to continue MPAGA	Pleadings	James Clark	0.1	675	67.5
2/12/2026 12:00 PM	Maria Ibanez Indv Settlement--Ibanez v. Northgate (rev PBW 2.10.26) _LE.2.12.docx Pages:	Finalized follow up round of redlines for individual settlement	Settlement Negotiation	James Clark	0.3	675	202.5
2/13/2026 12:19	2026.02.13_Joint Stip Continue MPAGA--Ibanez v. Northgate FE.docx Pages: 5	Finalized joint stipulation to continue MPAGA for filing	Pleadings	James Clark	0.3	675	202.5
2/20/2026 14:11	2026.02.19_Order.Joint Stip Continue MPAGA(Filed)Ibanez v. Northgate.pdf Pages: 5	Filed joint stipulation to continue MPAGA	Pleadings	James Clark	0.1	675	67.5
2/20/2026 3:12 PM	2026.02.19_Order.Joint Stip Continue MPAGA(Filed)Ibanez v. Northgate.pdf Pages:	Internal filing of joint stipulation re MPAGA	Pleadings	James Clark	0.1	675	67.5
2/20/2026 5:01 PM	2026.02.19_Order.Joint Stip Continue MPAGA(Filed)Ibanez v. Northgate.pdf Pages:	Filed signed order to continue MPAGA	Pleadings	James Clark	0.2	675	135
2/24/2026 5:50 PM	Maria Ibanez Indv Settlement--Ibanez v. Northgate (rev PBW 2.24.26) _LE.2.12.docx Pages:	Additional review of individual settlement redlines	Settlement Negotiation	James Clark	0.5	675	337.5
3/2/2026 5:14 PM	Joint Stip Arellano 2.27.26.pdf Pages:	Review of joint stipulation filed in Arellano matter	Pleadings	James Clark	0.5	675	337.5
3/4/2026 12:00 PM	GONZALEZ - Indv Settlement-Ibanez-Arellano v. Northgate (PBW rev 2.24.26) (BNBD rev. 3.4.26).docx Pages:	Additional review of Defense Counsel redlines individual agreement	Settlement Negotiation	James Clark	0.4	675	270
3/9/2026 1:52 PM	Maria Ibanez Indv Settlement--Ibanez v. Northgate (rev PBW 2.24.26) _LE.2.12 _LE.3.9.docx Pages:	Final review of Defense Counsel redlines before sending back	Settlement Negotiation	James Clark	0.5	675	337.5
3/11/2026 3:53 PM	FIRST AMENDED COMPLAINT Arellano, Ibanez v. NorthGate 3.11.26.docx Pages:	First draft of amended complaint to be filed in lead case	Pleadings	James Clark	3.5	675	2362.5
3/11/2026 3:53 PM	Arellano v. Northgate - Stipulation for FAC 3.11.26.docx Pages:	First draft of joint stipulation for leave to file FAC	Pleadings	James Clark	0.6	675	405
3/18/2026 11:04 AM	Re_ Ibanez v. Northgate Gonzalez Market, Inc._Arellano v. Northgate Gonzalez Market, Inc. - Settlement Agreements (CA2968).eml Pages:	Email re settlement agreement redlines	Settlement Negotiation	James Clark	0.2	675	135
3/19/2026 7:15 PM	Re_ Ibanez v. Northgate Gonzalez Market, Inc._Arellano v. Northgate Gonzalez Market, Inc. - Settlement Agreements (CA2968)(1).eml Pages:	Additional email re settlement agreement redlines	Settlement Negotiation	James Clark	0.2	675	135
3/19/2026 7:15 PM	[HBK edits 3.19.26] Arellano Indv Settlement-Ibanez-Arellano v. Northgate PBW 2.10.26[90].docx Pages:	Review of Arellano individual settlement redlines	Settlement Negotiation	James Clark	0.3	675	202.5
3/24/2026 5:15 PM	RE_ Ibanez v. Northgate Gonzalez Market, Inc._Arellano v. Northgate Gonzalez Market, Inc. - Settlement Agreements (CA2968)(2).eml Pages:	Emails regarding various settlement agreement drafts	Settlement Negotiation	James Clark	0.5	675	337.5
4/3/2026 3:18 PM	Arellano Indv Settlement-Ibanez-Arellano v. Northgate PBW 3.27.docx Pages:	Internal filing of Arellano individual settlement agreement	Settlement Negotiation	James Clark	0.2	675	135
4/6/2026 11:02 AM	Re_ Ibanez v. Northgate - Maria Ibanez individual settlement agreement draft.eml Pages:	Emails re Ibanez individual settlement agreements	Settlement Negotiation	James Clark	0.5	675	337.5
4/8/2026 9:41 AM	FIRST AMENDED COMPLAINT Arellano Ibanez v. Northgate pbw rev 4.7.26.docx Pages:	Secondary draft of first amended complaint to be filed in lead case	Pleadings	James Clark	1.5	675	1012.5
4/10/2026 1:51 PM	RE_ Ibanez v. Northgate Gonzalez Market, Inc._Arellano v. Northgate Gonzalez Market, Inc. - Settlement Agreements (CA2968)(9).eml Pages:	Various emails regarding settlement agreement drafts	Settlement Negotiation	James Clark	0.5	675	337.5
4/10/2026 1:56 PM	Re_ Ibanez v. Northgate Gonzalez Market, Inc._Arellano v. Northgate Gonzalez Market, Inc. - Settlement Agreements (CA2968)(10).eml Pages:	Various emails regarding settlement agreement drafts	Settlement Negotiation	James Clark	0.4	675	270
4/10/2026 1:57 PM	RE_ Ibanez v. Northgate - Maria Ibanez individual settlement agreement draft(6).eml Pages:	Email discussing review of Ibanez individual settlement agreement draft	Settlement Negotiation	James Clark	0.4	675	270
4/10/2026 3:27 PM	Maria Ibanez Indv Settlement--Ibanez v. Northgate (rev PBW 2.24.26) _LE.2.12 _LE.3.9 _LE.4.10.docx Pages:	Review of Ibanez individual settlement redlines	Settlement Negotiation	James Clark	0.7	675	472.5
4/10/2026 3:27 PM	RE_ Ibanez v. Northgate - Maria Ibanez individual settlement agreement draft(7).eml Pages:	Emails re Ibanez individual settlement agreements	Settlement Negotiation	James Clark	0.2	675	135
4/10/2026 16:22	Indv Settlement--Ibanez v. Northgate (rev PBW 2.24.26) _LE.2.12 _LE.3.9 _LE.4.10 V2.docx	Follow up redlines for Ibanez individual settlement agreement	Settlement Negotiation	James Clark	0.6	675	405
4/10/2026 16:23	Indv Settlement--Ibanez v. Northgate (rev PBW 2.24.26) _LE.2.12 _LE.3.9 _LE.4.10 V2.docx	Finalize redline review of Ibanez individual settlement	Settlement Negotiation	James Clark	0.4	675	270
4/14/2026 2:26 PM	Maria Ibanez Indv Settlement--Ibanez v. Northgate (rev PBW 4.14.26) _LE.2.12 _LE.3.9 _LE.4.10.docx Pages:	Finalize follow up redlines for Ibanez individual settlement	Settlement Negotiation	James Clark	0.3	675	202.5
4/14/2026 2:26 PM	RE_ Ibanez v. Northgate - Maria Ibanez individual settlement agreement draft(10).eml Pages:	Send out follow up redlines for Ibanez individual settlement	Settlement Negotiation	James Clark	0.2	675	135
4/14/2026 2:26 PM	RE_ Ibanez v. Northgate Gonzalez Market, Inc._Arellano v. Northgate Gonzalez Market, Inc. - Settlement Agreements (CA2968)(14).eml Pages:	General follow up emails re redlines for Ibanez individual settlement	Settlement Negotiation	James Clark	0.4	675	270
4/15/2026 12:14	Indv Settlement--Ibanez v. Northgate (rev PBW 2.24.26) _LE.2.12 _LE.3.9 _LE.4.10 V2.docx	Reviewed follow up redlines from Defense Counsel on Ibanez individual settlement	Settlement Negotiation	James Clark	0.6	675	405
4/15/2026 12:14	z Indv Settlement--Ibanez v. Northgate (rev PBW 4.14.26) _LE.2.12 _LE.3.9 _LE.4.10.docx	Finalized follow up round of redlines for individual settlement	Settlement Negotiation	James Clark	0.3	675	202.5

4/15/2026 12:23 PM	RE_ Ibanez v. Northgate - Maria Ibanez individual settlement agreement draft(11).eml Pages:	Email to all parties re follow up redlines for Ibanez individual settlement	Settlement Negotiation	James Clark	0.4	675	270
4/15/2026 12:23 PM	2026.04.15_Individual Settlement Agreement--Ibanez v. Northgate (FINAL, CLEAN).pdf Pages:	Finalized Ibanez individual settlement agreement	Settlement Negotiation	James Clark	0.3	675	202.5
4/15/2026 12:23 PM	2026.04.15_Individual Settlement Agreement--Ibanez v. Northgate (FINAL, CLEAN).docx Pages:	Sent out clean final copies of Ibanez individual settlement agreement	Settlement Negotiation	James Clark	0.2	675	135
4/15/2026 1:57 PM	RE_ Ibanez v. Northgate - Maria Ibanez individual settlement agreement draft(12).eml Pages:	Emailed out clean final copies of Ibanez individual agreement for signature	Settlement Negotiation	James Clark	0.3	675	202.5
4/15/2026 15:52	04.15_Individual Settlement Agreement--Ibanez v. Northgate (FINAL CLEAN).docx Pa	Internal filings of Ibanez individual settlement agreements	Settlement Negotiation	James Clark	0.1	675	67.5
4/15/2026 15:53	04.15_Individual Settlement Agreement--Ibanez v. Northgate (FINAL CLEAN).pdf Pa	Uploaded Ibanez individual settlement to filevine	Settlement Negotiation	James Clark	0.2	675	135
4/21/2026 4:33 PM	RE_ Ibanez v. Northgate Gonzalez Market, Inc._Arellano v. Northgate Gonzalez Market, Inc. - Settlement Agreements (CA2968)(17).eml Pages:	Email re various settlement agreement drafts out for review and/or execution	Settlement Negotiation	James Clark	0.4	675	270
4/21/2026 4:33 PM	Ibanez-Arellano- PAGA Settlement Agreement - FINAL [Missing FAC filing date].docx Pages:	Finalized PAGA longform settlement agreement	Settlement Negotiation	James Clark	0.6	675	405
4/22/2026 11:05 AM	FIRST AMENDED COMPLAINT Arellano Ibanez v. NorthGate pbw rev 4.7.26 (3).docx Pages:	Received and reviewed Defense Counsel redlines for first amended complaint	Pleadings	James Clark	0.9	675	607.5
4/22/2026 11:05 AM	Arellano v. Northgate - Stipulation for FAC 3.11.26 (1).docx Pages:	Redline review of first amended complaint	Pleadings	James Clark	1.1	675	742.5
4/22/2026 11:05 AM	Arellano Indv Settlement-Ibanez-Arellano v. Northgate 4.22.26.pdf Pages:	Internal filing of Arellano individual settlement agreement	Case Management	James Clark	0.1	675	67.5
4/24/2026 3:04 PM	RE_ Ibanez v. Northgate Gonzalez Market, Inc._Arellano v. Northgate Gonzalez Market, Inc. - Settlement Agreements (CA2968)(21).eml Pages:	Various emails regarding settlement agreement drafts	Settlement Negotiation	James Clark	0.3	675	202.5
4/24/2026 3:21 PM	RE_ Ibanez v. Northgate Gonzalez Market, Inc._Arellano v. Northgate Gonzalez Market, Inc. - Settlement Agreements (CA2968)(22).eml Pages:	Various emails regarding settlement agreement drafts	Settlement Negotiation	James Clark	0.4	675	270
4/24/2026 3:25 PM	RE_ Ibanez v. Northgate Gonzalez Market, Inc._Arellano v. Northgate Gonzalez Market, Inc. - Settlement Agreements (CA2968)(23).eml Pages:	Various emails regarding settlement agreement drafts	Settlement Negotiation	James Clark	0.2	675	135
4/24/2026 3:31 PM	RE_ Ibanez v. Northgate Gonzalez Market, Inc._Arellano v. Northgate Gonzalez Market, Inc. - Settlement Agreements (CA2968)(25).eml Pages:	Various emails regarding settlement agreement drafts	Settlement Negotiation	James Clark	0.2	675	135
4/24/2026 3:31 PM	Ibanez-Arellano- PAGA Settlement Agreement - FINAL [Missing FAC filing date] 4-24-26.docx Pages:	Finalization of first amended complaint with Defense Counsel	Pleadings	James Clark	0.5	675	337.5
4/24/2026 3:34 PM	RE_ Ibanez v. Northgate Gonzalez Market, Inc._Arellano v. Northgate Gonzalez Market, Inc. - Settlement Agreements (CA2968)(26).eml Pages:	Various emails regarding settlement agreement drafts	Settlement Negotiation	James Clark	0.3	675	202.5
4/24/2026 3:35 PM	RE_ Ibanez v. Northgate Gonzalez Market, Inc._Arellano v. Northgate Gonzalez Market, Inc. - Settlement Agreements (CA2968)(27).eml Pages:	Various emails regarding settlement agreement drafts	Settlement Negotiation	James Clark	0.2	675	135
4/24/2026 4:03 PM	Ibanez v. Northgate - individual settlement agreement to send for signature.eml Pages:	Sending out finalized version of individual settlement agreement for signature	Settlement Negotiation	James Clark	0.3	675	202.5
4/24/2026 4:03 PM	2026.04.15_Individual Settlement Agreement--Ibanez v. Northgate (FINAL CLEAN).pdf Pages:	Finalizing the individual settlement agreement, sent out for review	Settlement Negotiation	James Clark	0.3	675	202.5
4/25/2026 5:47 PM	Re_ Ibanez v. Northgate Gonzalez Market, Inc._Arellano v. Northgate Gonzalez Market, Inc. - Settlement Agreements (CA2968)(28).eml Pages:	Various emails regarding settlement agreement drafts	Settlement Negotiation	James Clark	0.4	675	270
4/25/2026 5:49 PM	Re_ Ibanez v. Northgate Gonzalez Market, Inc._Arellano v. Northgate Gonzalez Market, Inc. - Settlement Agreements (CA2968)(29).eml Pages:	Various emails regarding settlement agreement drafts	Settlement Negotiation	James Clark	0.2	675	135
4/27/2026 8:26 AM	Re_ Ibanez v. Northgate Gonzalez Market, Inc._Arellano v. Northgate Gonzalez Market, Inc. - Settlement Agreements (CA2968)(30).eml Pages:	Various emails regarding settlement agreement drafts	Settlement Negotiation	James Clark	0.3	675	202.5
4/27/2026 9:11 AM	Re_ Ibanez v. Northgate - individual settlement agreement to send for signature.eml Pages:	Called Ibanez, discussed individual settlement, answered all questions	Settlement Negotiation	James Clark	0.6	675	405
4/27/2026 9:17 AM	Re_ Ibanez v. Northgate - individual settlement agreement to send for signature(1).eml Pages:	Sent Ibanez individual agreement for review and signature	Settlement Negotiation	James Clark	0.1	675	67.5
4/27/2026 10:14 AM	Re_ Ibanez v. Northgate Gonzalez Market, Inc._Arellano v. Northgate Gonzalez Market, Inc. - Settlement Agreements (CA2968)(31).eml Pages:	Various emails regarding settlement agreement drafts	Settlement Negotiation	James Clark	0.2	675	135
4/27/2026 10:47 AM	Stipulation for FAC Arellano v. Northgate -4.27.26.docx Pages:	Finalized and sent out joint stipulation for signature	Pleadings	James Clark	0.4	675	270
4/27/2026 10:47 AM	4.27.26 Ibanez-Arellano- PAGA Settlement Agreement - FINAL [Missing FAC filing date] 4-24-26.docx Pages:	Finalized FAC	Pleadings	James Clark	0.2	675	135
4/27/2026 10:47 AM	FIRST AMENDED COMPLAINT Arellano Ibanez v. NorthGate 4.27.26.docx Pages:	Finalized and filed first amended complaint	Pleadings	James Clark	0.3	675	202.5
4/27/2026 10:47 AM	Re_ Ibanez v. Northgate Gonzalez Market, Inc._Arellano v. Northgate Gonzalez Market, Inc. - Settlement Agreements (CA2968)(32).eml Pages:	Various emails regarding settlement agreement drafts	Settlement Negotiation	James Clark	0.3	675	202.5
4/27/2026 10:50 AM	RE_ Ibanez v. Northgate Gonzalez Market, Inc._Arellano v. Northgate Gonzalez Market, Inc. - Settlement Agreements (CA2968)(33).eml Pages:	Various emails regarding settlement agreement drafts	Settlement Negotiation	James Clark	0.2	675	135

4/27/2026 11:10	26.04.27_Ibanez Individual Settlement--Ibanez v. Northgate (Ibanez signed).pdf Pages:	Filed Ibanez signature on individual agreement	Settlement Negotiation	James Clark	0.2	675	135
4/27/2026 11:18 AM	IBANEZ, MARIA v. NORTHGATE GONZALEZ MARKETS, INC individual settlement-Signed.pdf Pages:	Received all signatures, put together FE copy of individual agreement	Settlement Negotiation	James Clark	0.4	675	270
4/27/2026 4:27 PM	Arellano Signed W9.pdf Pages:	Internally filed Arellano signed W9	Settlement Negotiation	James Clark	0.1	675	67.5
4/27/2026 4:27 PM	Settlement Agreement Signed by Plaintiff.pdf Pages:	Received client signature on longform settlement	Settlement Negotiation	James Clark	0.1	675	67.5
4/27/2026 4:27 PM	HBK 2026 W-9.pdf Pages:	Internally filed HBK W9	Settlement Negotiation	James Clark	0.1	675	67.5
4/27/2026 4:27 PM	Re_Ibanez v. Northgate Gonzalez Market, Inc._Arellano v. Northgate Gonzalez Market, Inc. - Settlement Agreements (CA2968)(34).eml Pages:	Various emails regarding settlement agreement drafts	Settlement Negotiation	James Clark	0.2	675	135
4/29/2026 9:26 AM	Re_Ibanez v. Northgate Gonzalez Market, Inc._Arellano v. Northgate Gonzalez Market, Inc. - Settlement Agreements (CA2968)(35).eml Pages:	Various emails regarding settlement agreement drafts	Settlement Negotiation	James Clark	0.3	675	202.5
4/29/2026 11:09 AM	RE_Ibanez v. Northgate Gonzalez Market, Inc._Arellano v. Northgate Gonzalez Market, Inc. - Settlement Agreements (CA2968)(36).eml Pages:	Various emails regarding settlement agreement drafts	Settlement Negotiation	James Clark	0.2	675	135
4/29/2026 11:18 AM	Re_Ibanez v. Northgate Gonzalez Market, Inc._Arellano v. Northgate Gonzalez Market, Inc. - Settlement Agreements (CA2968)(37).eml Pages:	Various emails regarding settlement agreement drafts	Settlement Negotiation	James Clark	0.2	675	135
4/30/2026 4:11 PM	RE_Ibanez v. Northgate Gonzalez Market, Inc._Arellano v. Northgate Gonzalez Market, Inc. - Settlement Agreements (CA2968)(38).eml Pages:	Various emails regarding settlement agreement drafts	Settlement Negotiation	James Clark	0.2	675	135
5/1/2026 3:58 PM	RE_Ibanez v. Northgate Gonzalez Market, Inc._Arellano v. Northgate Gonzalez Market, Inc. - Settlement Agreements (CA2968)(39).eml Pages:	Various emails regarding settlement agreement drafts	Settlement Negotiation	James Clark	0.3	675	202.5
5/6/2026 2:48 PM	RE_Ibanez v. Northgate Gonzalez Market, Inc._Arellano v. Northgate Gonzalez Market, Inc. - Settlement Agreements (CA2968)(40).eml Pages:	Various emails regarding settlement agreement drafts	Settlement Negotiation	James Clark	0.2	675	135
5/6/2026 2:48 PM	RE_Ibanez v. Northgate Gonzalez Market, Inc._Arellano v. Northgate Gonzalez Market, Inc. - Settlement Agreements (CA2968)(41).eml Pages:	Various emails regarding settlement agreement drafts	Settlement Negotiation	James Clark	0.3	675	202.5
5/6/2026 3:57 PM	Re_Ibanez v. Northgate Gonzalez Market, Inc._Arellano v. Northgate Gonzalez Market, Inc. - Settlement Agreements (CA2968)(42).eml Pages:	Various emails regarding settlement agreement drafts	Settlement Negotiation	James Clark	0.2	675	135
5/6/2026 4:00 PM	RE_Ibanez v. Northgate Gonzalez Market, Inc._Arellano v. Northgate Gonzalez Market, Inc. - Settlement Agreements (CA2968)(43).eml Pages:	Various emails regarding settlement agreement drafts	Settlement Negotiation	James Clark	0.2	675	135
5/7/2026 2:03 PM	RE_Ibanez v. Northgate Gonzalez Market, Inc._Arellano v. Northgate Gonzalez Market, Inc. - Settlement Agreements (CA2968)(44).eml Pages:	Various emails regarding settlement agreement drafts	Settlement Negotiation	James Clark	0.2	675	135
5/7/2026 8:01 PM	GONZALEZ - Indv Settlement-Ibanez-Arellano v. Northgate - FINAL - Gonzalez signed.pdf Pages:	Received and filed Defendant signature on Ibanez individual agreement	Settlement Negotiation	James Clark	0.1	675	67.5
5/8/2026 11:05 AM	Ibanez-Arellano- PAGA Settlement Agreement - FINAL [for execution] 5-8-26.pdf Pages:	Finalized longform PAGA settlement for signature	Settlement Negotiation	James Clark	0.3	675	202.5
5/8/2026 11:05 AM	RE_Ibanez v. Northgate Gonzalez Market, Inc._Arellano v. Northgate Gonzalez Market, Inc. - Settlement Agreements (CA2968)(51).eml Pages:	Various emails regarding settlement agreement drafts	Settlement Negotiation	James Clark	0.2	675	135
5/8/2026 11:14 AM	RE_Ibanez v. Northgate Gonzalez Market, Inc._Arellano v. Northgate Gonzalez Market, Inc. - Settlement Agreements (CA2968)(52).eml Pages:	Various emails regarding settlement agreement drafts	Settlement Negotiation	James Clark	0.3	675	202.5
5/11/2026 2:25 PM	GONZALEZ - Indv Settlement-Ibanez-Arellano v. Northgate - FINAL - Fully Executed 5-9-26.pdf Pages:	Gathered all Defendant signatures on individual settlement	Settlement Negotiation	James Clark	0.2	675	135
5/11/2026 2:25 PM	CORTEZ - Indv Settlement-Ibanez-Arellano v. Northgate - FINAL - Fully Executed 5-9-26.pdf Pages:	Gathered all Party signatures on individual settlement, made FE copy	Settlement Negotiation	James Clark	0.3	675	202.5
5/11/2026 2:25 PM	RE_Ibanez v. Northgate Gonzalez Market, Inc._Arellano v. Northgate Gonzalez Market, Inc. - Settlement Agreements (CA2968)(53).eml Pages:	Various emails regarding settlement agreement drafts	Settlement Negotiation	James Clark	0.2	675	135
5/14/2026 11:19 AM	RE_Ibanez v. Northgate Gonzalez Market, Inc._Arellano v. Northgate Gonzalez Market, Inc. - Settlement Agreements (CA2968)(54).eml Pages:	Various emails regarding settlement agreement drafts	Settlement Negotiation	James Clark	0.2	675	135
5/14/2026 11:19 AM	2026-5-12-Joint Status Conference Statement -draft.docx Pages:	Drafted joint status conference statement, sent for counsel review	Pleadings	James Clark	0.5	675	337.5
5/14/2026 3:01 PM	Re_Ibanez v. Northgate Gonzalez Market, Inc._Arellano v. Northgate Gonzalez Market, Inc. - Settlement Agreements (CA2968)(55).eml Pages:	Various emails regarding settlement agreement drafts	Settlement Negotiation	James Clark	0.2	675	135
5/14/2026 4:49 PM	RE_Ibanez v. Northgate Gonzalez Market, Inc._Arellano v. Northgate Gonzalez Market, Inc. - Settlement Agreements (CA2968)(56).eml Pages:	Various emails regarding settlement agreement drafts	Settlement Negotiation	James Clark	0.2	675	135
5/15/2026 9:49 AM	RE_Ibanez v. Northgate Gonzalez Market, Inc._Arellano v. Northgate Gonzalez Market, Inc. - Settlement Agreements (CA2968)(57).eml Pages:	Various emails regarding settlement agreement drafts	Settlement Negotiation	James Clark	0.2	675	135
5/15/2026 9:49 AM	2026-5-12-Joint Status Conference Statement -draft(1).docx Pages:	Second draft of joint status conference statement	Pleadings	James Clark	0.5	675	337.5
5/15/2026 10:00 AM	RE_Ibanez v. Northgate Gonzalez Market, Inc._Arellano v. Northgate Gonzalez Market, Inc. - Settlement Agreements (CA2968)(58).eml Pages:	Various emails regarding settlement agreement drafts	Settlement Negotiation	James Clark	0.3	675	202.5

5/15/2026 10:10 AM	RE_ Ibanez v. Northgate Gonzalez Market, Inc._Arellano v. Northgate Gonzalez Market, Inc. - Settlement Agreements (CA2968)(59).eml Pages:	Various emails regarding settlement agreement drafts	Settlement Negotiation	James Clark	0.1	675	67.5
5/15/2026 10:10 AM	2026-5-12-Joint Status Conference Statement -draft [Rev.] - Clean.docx Pages:	Finalized draft of joint status conference statement	Pleadings	James Clark	0.2	675	135
5/15/2026 10:39 AM	RE_ Ibanez v. Northgate Gonzalez Market, Inc._Arellano v. Northgate Gonzalez Market, Inc. - Settlement Agreements (CA2968)(60).eml Pages:	Various emails regarding settlement agreement drafts	Settlement Negotiation	James Clark	0.2	675	135
5/15/2026 1:45 PM	2026-5-12-Joint Status Conference Statement -draft [Rev.] - Clean(1).docx Pages:	Finalized and filed joint status conference statement	Pleadings	James Clark	0.4	675	270
5/15/2026 2:19 PM	RE_ Ibanez v. Northgate Gonzalez Market, Inc._Arellano v. Northgate Gonzalez Market, Inc. - Settlement Agreements (CA2968)(67).eml Pages:	Various emails regarding settlement agreement drafts	Settlement Negotiation	James Clark	0.1	675	67.5
5/15/2026 2:34 PM	RE_ Ibanez v. Northgate Gonzalez Market, Inc._Arellano v. Northgate Gonzalez Market, Inc. - Settlement Agreements (CA2968)(68).eml Pages:	Various emails regarding settlement agreement drafts	Settlement Negotiation	James Clark	0.2	675	135
5/15/2026 2:38 PM	RE_ Ibanez v. Northgate Gonzalez Market, Inc._Arellano v. Northgate Gonzalez Market, Inc. - Settlement Agreements (CA2968)(69).eml Pages:	Various emails regarding settlement agreement drafts	Settlement Negotiation	James Clark	0.1	675	67.5
5/18/2026 18:12	[Ibano Signed] Ibanez-Arellano- PAGA Settlement Agreement - FINAL [for execution].pdf Pages:	Received Arellano signature for PAGA settlement agreement	Settlement Negotiation	James Clark	0.1	675	67.5
5/18/2026 6:24 PM	[HBK Arellano Signed] Ibanez-Arellano- PAGA Settlement Agreement - FINAL [for execution].pdf Pages:	Filed interally Arellano signed PAGA Settlement agreement	Settlement Negotiation	James Clark	0.1	675	67.5
5/18/2026 6:24 PM	Re_ Ibanez v. Northgate Gonzalez Market, Inc._Arellano v. Northgate Gonzalez Market, Inc. - Settlement Agreements (CA2968)(70).eml Pages:	Various emails regarding settlement agreement drafts	Settlement Negotiation	James Clark	0.3	675	202.5
5/20/2026 10:45 AM	Ibanez v. Northgate - PAGA agreement please send for signature.eml Pages:	Emailed support to send out agreement for signature	Settlement Negotiation	James Clark	0.2	675	135
5/20/2026 10:45 AM	[HBK Arellano Signed] Ibanez-Arellano- PAGA Settlement Agreement - FINAL [for execution].pdf Pages:	Finalized PAGA longform settlement agreement	Settlement Negotiation	James Clark	0.3	675	202.5
5/20/2026 10:59 AM	Re_ Ibanez v. Northgate - PAGA agreement please send for signature.eml Pages:	Sent out final PAGA longform settlement	Settlement Negotiation	James Clark	0.2	675	135
5/20/2026 3:29 PM	Re_ Ibanez v. Northgate - PAGA agreement please send for signature(1).eml Pages:	Emailed support to send out agreement for signature	Settlement Negotiation	James Clark	0.2	675	135
5/20/2026 4:41 PM	RE_ Ibanez v. Northgate - PAGA agreement please send for signature(2).eml Pages:	Emailed support to send out agreement for signature	Settlement Negotiation	James Clark	0.1	675	67.5
5/20/2026 16:45	05.20_PAGA Settlement Agreement--Ibanez et al v. Northgate (Plaintiff signed).pdf Pages:	Received Arellano signature on individual agreement	Settlement Negotiation	James Clark	0.1	675	67.5
5/20/2026 4:51 PM	2026.04.27_Ibanez Individual Settlement--Ibanez v. Northgate (Ibanez signed).pdf Pages:	Received Ibanez signature on individual agreement	Settlement Negotiation	James Clark	0.1	675	67.5
5/20/2026 4:51 PM	2026.05.20_PAGA Settlement Agreement--Ibanez et al v. Northgate (Plaintiff signed).pdf Pages:	Received Arellano signature on longform agreement	Settlement Negotiation	James Clark	0.1	675	67.5
5/20/2026 4:51 PM	RE_ Ibanez v. Northgate Gonzalez Market, Inc._Arellano v. Northgate Gonzalez Market, Inc. - Settlement Agreements (CA2968)(71).eml Pages:	Various emails regarding settlement agreement drafts	Settlement Negotiation	James Clark	0.2	675	135
5/21/2026 8:38 AM	PAGA Settlement Agreement - FINAL [for execution] - KRN signed.pdf Pages:	Obtained signatures for PAGA settlement agreement	Settlement Negotiation	James Clark	0.3	675	202.5
5/21/2026 12:25	26.05.20_PAGA Settlement Agreement--Ibanez v. Northgate (all Ps signed).pdf Pages:	Gathered all Plaintiff and firm signatures for PAGA Agreement	Settlement Negotiation	James Clark	0.2	675	135
5/21/2026 12:26 PM	RE_ Ibanez v. Northgate Gonzalez Market, Inc._Arellano v. Northgate Gonzalez Market, Inc. - Settlement Agreements (CA2968)(74).eml Pages:	Various emails regarding settlement agreement drafts	Settlement Negotiation	James Clark	0.2	675	135
5/22/2026 3:35 PM	RE_ Ibanez v. Northgate Gonzalez Market, Inc._Arellano v. Northgate Gonzalez Market, Inc. - Settlement Agreements (CA2968)(75).eml Pages:	Various emails regarding settlement agreement drafts	Settlement Negotiation	James Clark	0.2	675	135
5/22/2026 8:01 PM	RE_ Ibanez v. Northgate Gonzalez Market, Inc._Arellano v. Northgate Gonzalez Market, Inc. - Settlement Agreements (CA2968)(76).eml Pages:	Various emails regarding settlement agreement drafts	Settlement Negotiation	James Clark	0.3	675	202.5
5/27/2026 10:46	2026.05.26_PAGA Settlement Agreement--Ibanez et al. v. Northgate (FE).pdf Pages: 1	Gathered all signatures for PAGA settlement, put together FE copy	Settlement Negotiation	James Clark	0.3	675	202.5
5/27/2026 10:46	27_PAGA_Settlement_Agreement--Ibanez_v_Northgate_(all_Ps and D signed).pdf Pages:	Circulated FE copy of PAGA Settlement	Settlement Negotiation	James Clark	0.1	675	67.5
5/27/2026 2:31 PM	RE_ FULLY SIGNED - Ibanez v. Northgate Gonzalez Market, Inc._Arellano v. Northgate Gonzalez Market, Inc. - Settlement Agreements (CA2968)(1).eml Pages:	Circulated email regarding all FE settlements	Settlement Negotiation	James Clark	0.2	675	135
5/27/2026 18:28	2026.05.27_Ibanez Individual Settlement--Ibanez v. Northgate (FE).pdf Pages: 8	Gathered all signatures for individual settlement, put together FE copy	Settlement Negotiation	James Clark	0.3	675	202.5
5/28/2026 12:32	2026.05.23_PAGA_Settlement_Agreement--Ibanez_v_Northgate_(FE).pdf Pages: 16	Put together FE copy of PAGA agreement, filed with LWDA	Settlement Negotiation	James Clark	0.1	675	67.5
6/1/2026 11:23 AM	Ibanez_Arellano v. Northgate Gonzalez Markets - Calendar + tasks.eml Pages:	Calendar and task email following Ibanez hearing	Case Management	James Clark	0.1	675	67.5
6/1/2026 11:26 AM	2026.06.01 Arellano v. Northgate - Conformed FAC.pdf Pages:	Filed conformed copy of FAC	Case Management	James Clark	0.1	675	67.5
6/1/2026 12:10	26.06.01_Joint Stipulation Vacate MPAGA--Ibanez v. Northgate (LE Draft).docx Pages:	Drafted joint stipulation to vacate MPAGA date	Pleadings	James Clark	0.4	675	270
6/1/2026 12:16 PM	Ibanez v. Northgate - Ibanez Med Matter - Joint Stipulation to Vacate MPAGA Hearing.eml Pages:	Filed conformed copy of joint stipulation to vacate MPAGA	Pleadings	James Clark	0.1	675	67.5

6/1/2026 12:16 PM	2026.06.01_Joint Stipulation Vacate MPAGA--Ibanez v. Northgate (LE Draft).docx Pages:	Sent out draft of joint stipulation to vacate MPAGA	Pleadings	James Clark	0.1	675	67.5
6/1/2026 5:10 PM	RE_ Ibanez v. Northgate - Ibanez filed matter - Joint stipulation re MPAGA hearing.eml Pages:	Various emails re joint stipulation to vacate MPAGA	Pleadings	James Clark	0.2	675	135
6/1/2026 5:22 PM	RE_ Ibanez v. Northgate - Ibanez filed matter - Joint stipulation re MPAGA hearing(1).eml Pages:	Various emails re joint stipulation to vacate MPAGA	Pleadings	James Clark	0.1	675	67.5
6/1/2026 17:28	6.06.01_Joint Stipulation Vacate MPAGA--Ibanez v. Northgate (LE Draft V2).docx Pages:	Secondary draft and review of joint stipulation to vacate MPAGA	Pleadings	James Clark	0.3	675	202.5
6/1/2026 5:47 PM	RE_ Ibanez v. Northgate - Ibanez filed matter - Joint stipulation re MPAGA hearing(2).eml Pages:	Various emails re joint stipulation to vacate MPAGA	Pleadings	James Clark	0.1	675	67.5
6/2/2026 9:29	2026.06.02_Joint Stipulation Vacate MPAGA--Ibanez v. Northgate (FE).docx Pages: 5	Filed and served FE copy of joint stip to vacate MPAGA	Pleadings	James Clark	0.3	675	202.5
6/2/2026 2:38 PM	Case_Anywhere_Document_Upload_Confirmation_-_Ibanez_et_al._v._Northgate_Gonzalez_Market_Inc._Case_No._24STCV17107_20260602142400.pdf Pages:	Uploaded joint stipulation to vacate MPAGA to caseanywhere	Pleadings	James Clark	0.1	675	67.5
6/10/2026 17:13	06.05_Joint Stipulation Vacate MPAGA--Ibanez v. Northgate (signed by Judge).pdf Pages:	Received and filed joint stipulation signed by Judge	Pleadings	James Clark	0.2	675	135
6/10/2026 5:18 PM	Ibanez v. Northgate - calendar update + tasks.eml Pages:	Internal updates to firm calendar and tasks	Pleadings	James Clark	0.1	675	67.5
6/10/2026 17:20	2026.06.10_docket joint stip download--Ibanez v. Northgate.pdf Pages: 1	Internal filing of joint stipulation	Pleadings	James Clark	0.1	675	67.5
6/22/2026 16:13	26.06.22_Joint Status Report--Ibanez v. Northgate (LE Draft) - PAGA case.docx Pages:	Drafted joint status report for PAGA Ibanez case	Pleadings	James Clark	0.5	675	337.5
6/22/2026 4:35 PM	2026.06.22_Joint Status Report--Ibanez v. Northgate (LE Draft) - PAGA case.docx Pages:	Sent out draft of joint status report to Defense Counsel	Pleadings	James Clark	0.2	675	135
6/22/2026 4:35 PM	Ibanez (PAGA filed case) v. Northgate - Joint status report due Thursday 6_25.eml Pages:	Internal email re joint status report	Pleadings	James Clark	0.1	675	67.5
6/23/2026 11:11	2026.06.23_Joint Status Report--Ibanez v. Northgate (FE).docx Pages: 4	Finalized draft of joint status report, FE copy	Pleadings	James Clark	0.3	675	202.5
6/23/2026 11:14 AM	Ibanez v. Northgate - PAGA Ibanez case - please file_serve today.eml Pages:	Internal email re joint status report	Pleadings	James Clark	0.1	675	67.5
6/23/2026 11:14 AM	2026.06.23_Joint Status Report--Ibanez v. Northgate (FE).pdf Pages:	File and serve joint status report	Pleadings	James Clark	0.2	675	135
7/1/2026 4:41 PM	2026.07.01_Notice Re Continuance of Hearing and Order - IBANEZ MARIA v. NORTHGATE GONZALEZ MARKETS INC. (INDIV_ARB.).pdf Pages:	Reviewed notice of continuance of hearing	Pleadings	James Clark	0.1	675	67.5
7/2/2026 2:09 PM	Ibanez v. Northgate - PAGA - calendar + tasks.eml Pages:	Internal email re calendar and tasks	Pleadings	James Clark	0.1	675	67.5
7/2/2026 14:15	2026.07.02_Notice of Ruling--Ibanez v. Northgate (FE).docx Pages: 2	Drafted, reviewed, and filed/served notice of ruling	Pleadings	James Clark	0.3	675	202.5
7/2/2026 4:07 PM	Case_Anywhere_Document_Upload_Confirmation_-_Ibanez_et_al._v._Northgate_Gonzalez_Market_Inc._Case_No._24STCV17107_20260702153600.pdf Pages:	Filed, served notice of ruling to case anywhere	Pleadings	James Clark	0.1	675	67.5
7/22/2026 13:17	2_Clark Attorney Declaration iso MPAGA--Ibanez Arellano v. Northgate (JC Draft).docx Pages:	Initial draft of attorney declaration in support of MPAGA	Pleadings	James Clark	1.1	675	742.5
7/22/2026 13:47	2026.07.22_Ibanez Client Dec iso MPAGA--Ibanez Arellano v. Northgate.docx Pages: 4	Draft of Ibanez client declaration in support of MPAGA	Pleadings	James Clark	0.4	675	270
7/23/2026 10:34 AM	Ibanez - Cost Report.xlsx Pages:	Review of updated and final cost letter as of 7.23.26	Pleadings	James Clark	0.2	675	135
7/28/2026 10:14 AM	IBANEZ, MARIA v. NORTHGATE GONZALEZ MARKETS, INC.eml Pages:	Various emails with Counsel regarding MPAGA filing	Pleadings	James Clark	0.1	675	67.5
7/28/2026 10:18 AM	RE_ IBANEZ, MARIA v. NORTHGATE GONZALEZ MARKETS, INC.eml Pages:	Various emails with Counsel regarding MPAGA filing	Pleadings	James Clark	0.2	675	135
7/28/2026 10:18 AM	RE_ IBANEZ, MARIA v. NORTHGATE GONZALEZ MARKETS, INC.eml Pages:	Various emails with Counsel regarding MPAGA filing	Pleadings	James Clark	0.1	675	67.5

Attorney Name:	Total Hours:	Rate:	
Joseph Lavi	56.1	\$1,000	\$56,100
Vincent Granberry	25.5	\$750	\$19,125
Jeffrey Schwartz	10.8	\$675	\$7,290
Win Pham	34	\$675	\$22,950
James Clark	70.3	\$675	\$47,453
Total:	196.7		\$152,918

“EXHIBIT 4”

COSTS AND FEES ADVANCED BY LAVI & EBRAHIMIAN, LLP

DATE	ITEM	COST
	SETTLEMENT AMOUNT	\$
N/A	Copying and Scanning	\$6.25
N/A	Mail	\$20.06
	LOS ANGELES COUNTY SUPERIOR COURT	
7/10/2024	Plaintiff's Summons and Complaint re: Initial Filing Fee	\$1435.00
10/08/2024	Order Fee	\$20.00
10/08/2024	Order Fee	\$20.00
10/08/2024	Order Fee	\$20.00
10/10/2024	Order Fee	\$20.00
09/17/2024	Document Retrieval - Case Management Statement	\$6.20
09/17/2024	Document Retrieval – [PA-2024-285533350] Declaration of Sergio Julian Punche ISO Request for Dismissal of Action Without Prejudice	\$3.00
09/17/2024	Document Retrieval [PA-2024-285532274] Stipulation and Order: Amended Stipulation and [Proposed] Order to Stay Matter	\$5.80
09/17/2024	Document Retrieval [PA-2024-285537367] Complaint	\$10.20
09/23/2024	Document Retrieval - [PA-2024-286124748] Initial Status Conference Order and Minute Order	\$8.00
11/05/2024	Document Retrieval – [PA-2024-290704941] Amended Complaint and Order Re Stipulation to Submit Matter to Arbitration	\$24.80
02/13/2026	Motion Fee	\$20.00
06/02/2026	Order Fee	\$20.00
	DDS LEGAL SERVICES	
07/10/2024	Court Filing of Summons and Complaint [551791]	\$77.20
7/30/2024	Court Filing of Proof of Service of Summons and Complaint on Defendant Northgate Gonzalez Market, Inc. [559047]	\$34.15
7/11/2024	Process of Service: Civil Case Cover Sheet Sub-served to Defendant Northgate Gonzalez Market, Inc. [552500]	\$79.90
07/11/2024	Process Service of Civil Case Cover Sheet on Defendant Northgate Gonzalez Market, Inc. [552500]	\$79.90
09/18/2024	Filing of First Amended Complaint. [577573]	\$29.95
09/25/2024	Filing of Joint Initial Status Conference [580224]	\$34.15
10/08/2024	Court Filing of [Proposed] Order Authorizing Electronic Service [584863]	\$14.15
10/08/2024	Courtesy Copies re: [Proposed] Order Authorizing Electronic Service [584863CC]	\$74.95
10/08/2024	Filing of Plaintiff's Notice of Minute Order re: Order of Case Anywhere Stipulation and [Proposed Order] and Status Conference [585060]	\$14.15
10/08/2024	Rejection of Court Filing re Plaintiff's Notice of Minute Order re: Order of Case Anywhere Stipulation and [Proposed Order] and Status Conference [585087]	\$9.95

10/10/2024	Court Filing re: [Proposed] Order Authorizing Electronic Service [586210]	\$14.15
10/10/2024	Courtesy Copies re: [Proposed] Order Authorizing Electronic Service [586210CC)	\$74.95
11/08/2024	Court Filing re: Joint Status Report [597194]	\$35.70
11/12/2024	Court Filing re: Notice of Remote Appearance [597986]	\$35.70
05/09/2025	Court Filing re: Plaintiff's Notice of Continuance of Hearing and Order [661525]	\$35.70
05/12/2025	Court Filing re: Joint Status Report [662112]	\$35.70
07/12/2022	Court Filing re: Plaintiff's Notice of Minute Order [668903]	\$35.70
10/13/2025	Court Filing re: Joint Status Report [720151]	\$35.70
10/13/2025	Courtesy Copies re: Joint Status Report [720151CC]	\$79.95
10/16/2025	Court Filing re: Notice of Ruling	\$35.70
02/13/2026	Court Filing re: Joint Stipulation to Continue Motion for Paga Approval Hearing and All Related Deadlines [764017]	\$36.30
02/13/2026	Courtesy Copies re: Joint Stipulation to Continue Motion for Paga Approval Hearing and All Related Deadlines [764017CC]	\$84.95
06/02/2026	Court Filing re: Stipulation of [Proposed] Order [805185]	\$36.30
06/2/2026	Courtesy Copies re: Stipulation of [Proposed] Order [805185]	\$35.70
06/23/2026	Court Filing re: Joint Status Conference Report [813098]	\$35.70
07/02/2026	Court Filing re: Notice of Ruling [816959]	\$35.20
07/02/2026	Courtesy Copies re: Notice of Ruling [816959CC]	\$84.95
	JUDICATE WEST	
11/05/2024	Notice of Intent to Arbitrate before Judicate West	\$1,000.00
	SIGNATURE RESOLUTIONS	
09/22/2025	Administrative Fee and Mediation Hearing (Invoice #PR53288)	\$10,911.25
	BEGER CONSULTING GROUP	
10/21/2025	Expert Data Analysis (Invoice #16323)	\$2,143.13
	DEPARTMENT OF INDUSTRIAL RELATIONS	
07/10/2024	PAGA Letter Submission	\$75.00
N/A	CLOUDBASE/ CASEANYWHERE	\$1,604.24
	Total Costs, fees and expenses	\$18,589.43

“EXHIBIT 5”

LAFFEY MATRIX

[History](#)
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			Years Out of Law School *				
Year	Adjustmt Factor**	Paralegal/ Law Clerk	1-3	4-7	8-10	11-19	20 +
6/01/25- 5/31/26	1.075336	\$277	\$508	\$625	\$902	\$1,019	\$1,227
6/01/24- 5/31/25	1.080182	\$258	\$473	\$581	\$839	\$948	\$1,141
6/01/23- 5/31/24	1.059295	\$239	\$437	\$538	\$777	\$878	\$1,057
6/01/22- 5/31/23	1.085091	\$225	\$413	\$508	\$733	\$829	\$997
6/01/21- 5/31/22	1.006053	\$208	\$381	\$468	\$676	\$764	\$919
6/01/20- 5/31/21	1.015894	\$206	\$378	\$465	\$672	\$759	\$914
6/01/19- 5/31/20	1.0049	\$203	\$372	\$458	\$661	\$747	\$899
6/01/18- 5/31/19	1.0350	\$202	\$371	\$455	\$658	\$742	\$894
6/01/17- 5/31/18	1.0463	\$196	\$359	\$440	\$636	\$717	\$864
6/01/16- 5/31/17	1.0369	\$187	\$343	\$421	\$608	\$685	\$826
6/01/15- 5/31/16	1.0089	\$180	\$331	\$406	\$586	\$661	\$796
6/01/14- 5/31/15	1.0235	\$179	\$328	\$402	\$581	\$655	\$789
6/01/13- 5/31/14	1.0244	\$175	\$320	\$393	\$567	\$640	\$771
6/01/12- 5/31/13	1.0258	\$170	\$312	\$383	\$554	\$625	\$753
6/01/11- 5/31/12	1.0352	\$166	\$305	\$374	\$540	\$609	\$734
6/01/10- 5/31/11	1.0337	\$161	\$294	\$361	\$522	\$589	\$709
6/01/09- 5/31/10	1.0220	\$155	\$285	\$349	\$505	\$569	\$686
6/01/08- 5/31/09	1.0399	\$152	\$279	\$342	\$494	\$557	\$671
6/01/07-5/31/08	1.0516	\$146	\$268	\$329	\$475	\$536	\$645
6/01/06-5/31/07	1.0256	\$139	\$255	\$313	\$452	\$509	\$614
6/1/05-5/31/06	1.0427	\$136	\$249	\$305	\$441	\$497	\$598
6/1/04-5/31/05	1.0455	\$130	\$239	\$293	\$423	\$476	\$574
6/1/03-6/1/04	1.0507	\$124	\$228	\$280	\$405	\$456	\$549
6/1/02-5/31/03	1.0727	\$118	\$217	\$267	\$385	\$434	\$522
6/1/01-5/31/02	1.0407	\$110	\$203	\$249	\$359	\$404	\$487
6/1/00-5/31/01	1.0529	\$106	\$195	\$239	\$345	\$388	\$468
6/1/99-5/31/00	1.0491	\$101	\$185	\$227	\$328	\$369	\$444
6/1/98-5/31/99	1.0439	\$96	\$176	\$216	\$312	\$352	\$424
6/1/97-5/31/98	1.0419	\$92	\$169	\$207	\$299	\$337	\$406

6/1/96-5/31/97	1.0396	\$88	\$162	\$198	\$287	\$323	\$389
6/1/95-5/31/96	1.032	\$85	\$155	\$191	\$276	\$311	\$375
6/1/94-5/31/95	1.0237	\$82	\$151	\$185	\$267	\$301	\$363

The methodology of calculation and benchmarking for this Updated Laffey Matrix has been approved in a number of cases. See, e.g., *DL v. District of Columbia*, 267 F.Supp.3d 55, 69 (D.D.C. 2017)

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

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

“EXHIBIT 6”

Salary Table 2026-DCB
Incorporating the 1% General Schedule Increase and a Locality Payment of 33.94%
For the Locality Pay Area of Washington-Baltimore-Arlington, DC-MD-VA-WV-PA
Total Increase: 1%
Effective January 2026

Annual Rates by Grade and Step

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
1	\$ 30,249	\$ 31,263	\$ 32,269	\$ 33,271	\$ 34,274	\$ 34,862	\$ 35,857	\$ 36,859	\$ 36,900	\$ 37,835
2	34,011	34,820	35,948	36,900	37,313	38,410	39,507	40,604	41,701	42,798
3	37,112	38,350	39,587	40,825	42,063	43,300	44,538	45,775	47,013	48,251
4	41,659	43,048	44,437	45,826	47,215	48,604	49,993	51,382	52,771	54,160
5	46,610	48,163	49,717	51,271	52,825	54,378	55,932	57,486	59,039	60,593
6	51,957	53,689	55,420	57,152	58,884	60,616	62,348	64,080	65,811	67,543
7	57,736	59,661	61,586	63,510	65,435	67,360	69,284	71,209	73,134	75,059
8	63,940	66,071	68,202	70,333	72,464	74,595	76,726	78,857	80,988	83,119
9	70,623	72,977	75,332	77,687	80,041	82,396	84,751	87,105	89,460	91,815
10	77,771	80,363	82,954	85,546	88,138	90,730	93,321	95,913	98,505	101,097
11	85,447	88,296	91,145	93,994	96,843	99,692	102,540	105,389	108,238	111,087
12	102,415	105,829	109,243	112,657	116,071	119,485	122,899	126,313	129,728	133,142
13	121,785	125,845	129,904	133,964	138,024	142,084	146,143	150,203	154,263	158,322
14	143,913	148,711	153,509	158,306	163,104	167,902	172,700	177,497	182,295	187,093
15	169,279	174,922	180,565	186,207	191,850	197,200 *	197,200 *	197,200 *	197,200 *	197,200 *

* Rate limited to the rate for level IV of the Executive Schedule (5 U.S.C. 5304 (g)(1)).

Applicable locations are shown on the 2026 Locality Pay Area Definitions page:

<https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/2026/locality-pay-area-definitions/>

“EXHIBIT 7”

Salary Table 2026-LA
Incorporating the 1% General Schedule Increase and a Locality Payment of 36.47%
For the Locality Pay Area of Los Angeles-Long Beach, CA
Total Increase: 1%
Effective January 2026

Annual Rates by Grade and Step

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
1	\$ 30,820	\$ 31,853	\$ 32,878	\$ 33,899	\$ 34,921	\$ 35,520	\$ 36,534	\$ 37,555	\$ 37,597	\$ 38,550
2	34,654	35,478	36,627	37,597	38,018	39,136	40,253	41,371	42,489	43,606
3	37,813	39,074	40,335	41,596	42,857	44,118	45,379	46,640	47,901	49,162
4	42,446	43,861	45,277	46,692	48,107	49,522	50,937	52,353	53,768	55,183
5	47,490	49,073	50,656	52,239	53,822	55,405	56,989	58,572	60,155	61,738
6	52,938	54,703	56,467	58,232	59,996	61,761	63,525	65,290	67,055	68,819
7	58,827	60,788	62,749	64,710	66,671	68,632	70,593	72,554	74,515	76,476
8	65,148	67,319	69,491	71,662	73,833	76,004	78,175	80,347	82,518	84,689
9	71,957	74,356	76,755	79,154	81,553	83,952	86,351	88,751	91,150	93,549
10	79,240	81,881	84,521	87,162	89,803	92,443	95,084	97,725	100,365	103,006
11	87,061	89,964	92,866	95,769	98,672	101,575	104,477	107,380	110,283	113,185
12	104,349	107,828	111,306	114,785	118,264	121,742	125,221	128,699	132,178	135,657
13	124,085	128,222	132,358	136,495	140,631	144,767	148,904	153,040	157,177	161,313
14	146,632	151,520	156,408	161,297	166,185	171,073	175,962	180,850	185,738	190,627
15	172,476	178,226	183,975	189,725	195,474	197,200 *	197,200 *	197,200 *	197,200 *	197,200 *

* Rate limited to the rate for level IV of the Executive Schedule (5 U.S.C. 5304 (g)(1)).

Applicable locations are shown on the 2026 Locality Pay Area Definitions page:

<https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/2026/locality-pay-area-definitions/>

“EXHIBIT 8”

JUDICIARY SALARY PLAN
Washington-Baltimore-Arlington, DC-MD-VA-WV-PA - Table DCB
33.94% Locality Payment Included
Effective January 12, 2026

Grade	1	2	3	4	5	6	7	8	9	10
1	\$30,249	\$31,263	\$32,269	\$33,271	\$34,274	\$34,862	\$35,857	\$36,859	\$36,900	\$37,835
2	\$34,011	\$34,820	\$35,948	\$36,900	\$37,313	\$38,410	\$39,507	\$40,604	\$41,701	\$42,798
3	\$37,112	\$38,350	\$39,587	\$40,825	\$42,063	\$43,300	\$44,538	\$45,775	\$47,013	\$48,251
4	\$41,659	\$43,048	\$44,437	\$45,826	\$47,215	\$48,604	\$49,993	\$51,382	\$52,771	\$54,160
5	\$46,610	\$48,163	\$49,717	\$51,271	\$52,825	\$54,378	\$55,932	\$57,486	\$59,039	\$60,593
6	\$51,957	\$53,689	\$55,420	\$57,152	\$58,884	\$60,616	\$62,348	\$64,080	\$65,811	\$67,543
7	\$57,736	\$59,661	\$61,586	\$63,510	\$65,435	\$67,360	\$69,284	\$71,209	\$73,134	\$75,059
8	\$63,940	\$66,071	\$68,202	\$70,333	\$72,464	\$74,595	\$76,726	\$78,857	\$80,988	\$83,119
9	\$70,623	\$72,977	\$75,332	\$77,687	\$80,041	\$82,396	\$84,751	\$87,105	\$89,460	\$91,815
10	\$77,771	\$80,363	\$82,954	\$85,546	\$88,138	\$90,730	\$93,321	\$95,913	\$98,505	\$101,097
11	\$85,447	\$88,296	\$91,145	\$93,994	\$96,843	\$99,692	\$102,540	\$105,389	\$108,238	\$111,087
12	\$102,415	\$105,829	\$109,243	\$112,657	\$116,071	\$119,485	\$122,899	\$126,313	\$129,728	\$133,142
13	\$121,785	\$125,845	\$129,904	\$133,964	\$138,024	\$142,084	\$146,143	\$150,203	\$154,263	\$158,322
14	\$143,913	\$148,711	\$153,509	\$158,306	\$163,104	\$167,902	\$172,700	\$177,497	\$182,295	\$187,093
15	\$169,279	\$174,922	\$180,565	\$186,207	\$191,850	\$197,200 **	\$197,200 **	\$197,200 **	\$197,200 **	\$197,200 **
16	\$198,534	\$205,152	\$209,600 *	\$209,600 *	\$209,600 *	\$209,600 *	\$209,600 *	\$209,600 *	\$209,600 *	\$209,600 *
17	\$209,600 *	\$209,600 *	\$209,600 *	\$209,600 *	\$209,600 *	\$209,600 *	\$209,600 *	\$209,600 *	\$209,600 *	\$209,600 *
18	\$209,600 *	\$209,600 *	\$209,600 *	\$209,600 *	\$209,600 *	\$209,600 *	\$209,600 *	\$209,600 *	\$209,600 *	\$209,600 *

* Rate limited to the rate for Level III of the Executive Schedule.

** Rate limited to the rate for Level IV of the Executive Schedule.

“EXHIBIT 9”

JUDICIARY SALARY PLAN
Los Angeles-Long Beach, CA - Table LA
36.47% Locality Payment Included
Effective January 12, 2026

Grade	1	2	3	4	5	6	7	8	9	10
1	\$30,820	\$31,853	\$32,878	\$33,899	\$34,921	\$35,520	\$36,534	\$37,555	\$37,597	\$38,550
2	\$34,654	\$35,478	\$36,627	\$37,597	\$38,018	\$39,136	\$40,253	\$41,371	\$42,489	\$43,606
3	\$37,813	\$39,074	\$40,335	\$41,596	\$42,857	\$44,118	\$45,379	\$46,640	\$47,901	\$49,162
4	\$42,446	\$43,861	\$45,277	\$46,692	\$48,107	\$49,522	\$50,937	\$52,353	\$53,768	\$55,183
5	\$47,490	\$49,073	\$50,656	\$52,239	\$53,822	\$55,405	\$56,989	\$58,572	\$60,155	\$61,738
6	\$52,938	\$54,703	\$56,467	\$58,232	\$59,996	\$61,761	\$63,525	\$65,290	\$67,055	\$68,819
7	\$58,827	\$60,788	\$62,749	\$64,710	\$66,671	\$68,632	\$70,593	\$72,554	\$74,515	\$76,476
8	\$65,148	\$67,319	\$69,491	\$71,662	\$73,833	\$76,004	\$78,175	\$80,347	\$82,518	\$84,689
9	\$71,957	\$74,356	\$76,755	\$79,154	\$81,553	\$83,952	\$86,351	\$88,751	\$91,150	\$93,549
10	\$79,240	\$81,881	\$84,521	\$87,162	\$89,803	\$92,443	\$95,084	\$97,725	\$100,365	\$103,006
11	\$87,061	\$89,964	\$92,866	\$95,769	\$98,672	\$101,575	\$104,477	\$107,380	\$110,283	\$113,185
12	\$104,349	\$107,828	\$111,306	\$114,785	\$118,264	\$121,742	\$125,221	\$128,699	\$132,178	\$135,657
13	\$124,085	\$128,222	\$132,358	\$136,495	\$140,631	\$144,767	\$148,904	\$153,040	\$157,177	\$161,313
14	\$146,632	\$151,520	\$156,408	\$161,297	\$166,185	\$171,073	\$175,962	\$180,850	\$185,738	\$190,627
15	\$172,476	\$178,226	\$183,975	\$189,725	\$195,474	\$197,200 **	\$197,200 **	\$197,200 **	\$197,200 **	\$197,200 **
16	\$202,284	\$209,027	\$209,600 *	\$209,600 *	\$209,600 *	\$209,600 *	\$209,600 *	\$209,600 *	\$209,600 *	\$209,600 *
17	\$209,600 *	\$209,600 *	\$209,600 *	\$209,600 *	\$209,600 *	\$209,600 *	\$209,600 *	\$209,600 *	\$209,600 *	\$209,600 *
18	\$209,600 *	\$209,600 *	\$209,600 *	\$209,600 *	\$209,600 *	\$209,600 *	\$209,600 *	\$209,600 *	\$209,600 *	\$209,600 *

* Rate limited to the rate for Level III of the Executive Schedule.

** Rate limited to the rate for Level IV of the Executive Schedule.

“EXHIBIT 10”

Laredo, TX

Texas

Place Name	FIPS
Jim Hogg County, TX	48247
La Salle County, TX	48283
Webb County, TX	48479

Las Vegas-Henderson, NV-AZ

Nevada

Place Name	FIPS
Clark County, NV	32003
Nye County, NV	32023

Arizona

Place Name	FIPS
Mohave County, AZ	04015

Los Angeles-Long Beach, CA

California

Place Name	FIPS
Imperial County, CA	06025
Kern County, CA	06029
Los Angeles County, CA	06037
Orange County, CA	06059
Riverside County, CA	06065
San Bernardino County, CA	06071
San Luis Obispo County, CA	06079
Santa Barbara County, CA	06083
Ventura County, CA	06111