

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

Norman B. Blumenthal (SBN #068687)

Kyle R. Nordrehaug (SBN #205975)

Aparajit Bhowmik (SBN #248066)

Nicholas J. De Blouw (SBN #280922)

Sergio J. Puche (SBN# 289437)

2255 Calle Clara

La Jolla, CA 92037

Telephone: (858) 551-1223

Facsimile: (858) 551-1232

Attorneys for Plaintiffs

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF LOS ANGELES**

PATRICIA ARELLANO, MARIA
IBANEZ, on behalf of All Aggrieved
Employees only;

Plaintiffs,

v.

NORTHGATE GONZALEZ MARKETS,
INC., and DOES 1 through 50, inclusive,

Defendants.

Case No.: **24STCV10515**

**DECLARATION OF SERGIO J. PUCHE IN
SUPPORT OF MOTION TO APPROVE
PAGA SETTLEMENT**

Hearing Date: December 15, 2026

Hearing Time: 8:30am

Judge: Hon. Rupert A. Byrdsong

Dept.: 318

Action Filed: June 7, 2023

Trial Date: Not Set

Reservation ID: 118551297950

1
2 I, Sergio J. Puche, declare as follows:

3 1. I am an attorney at the law firm of Blumenthal Nordrehaug Bhowmik De Blouw LLP
4 (“BNBD”), attorneys for Plaintiffs Patricia Arellano and Maria Ibanez (collectively “Plaintiffs”). As
5 such, I am fully familiar with the facts, pleadings and history of this matter. I am submitting this
6 declaration in support of the Plaintiffs’ Motion to Approve PAGA Settlement in this matter. The
7 following facts are within my own personal knowledge, and if called as a witness, I could and would
8 testify competently to the matters stated herein.

9 2. A true and correct copy of the fully executed PAGA Settlement Agreement
10 (“Agreement”) with Defendant Northgate Gonzalez Markets, Inc., (“Defendant”) is attached as
11 Exhibit #1. On September 22, 2025, the Parties engaged in a mediation session before mediator David
12 Phillips, Esq. Through arms-length negotiations with the assistance of the mediator, the Parties
13 reached an agreement to settle the PAGA claims in this Action which led to the signing of a
14 Memorandum of Understanding.

15 3. The Litigation –

16 (a) PAGA Counsel sent the necessary correspondence to the California Labor and
17 Workforce Development Agency (“LWDA”) on January 5, 2024 on behalf of Plaintiff Arellano, and
18 on July 10, 2024 on behalf of Plaintiff Ibanez, requesting authorization from the LWDA to seek civil
19 penalties as provided by the Private Attorney General Act of 2004 (“PAGA”) for the wage and hour
20 violations alleged in the PAGA Notice. A true and correct copy of these PAGA Notices are attached
21 hereto as Exhibits #5 and 6. The 65-day notice period for the LWDA to notify of its intent to investigate
22 Plaintiff Arellano’s claims expired on March 10, 2024, and expired on September 13, 2024 with regard
23 to Plaintiff Ibanez’s claims. On April 26, 2024, Plaintiff Arellano filed a Representative Action
24 Complaint in the Superior Court for the County of Los Angeles, alleging one cause of action for civil
25 penalties pursuant to Labor Code §§ 2699, et seq. (PAGA) for violations of the California Labor Code
26 (the “Arellano PAGA Action”). On July 10, 2024, Plaintiff Ibanez filed a Class Action Complaint in
27 the Superior Court for the County of Los Angeles. Subsequently, on October 21, 2024, Plaintiff Ibanez
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1 and Defendant filed a stipulation to dismiss class claims without prejudice, to arbitrate individual
2 PAGA claims, and to stay representative PAGA claims pending arbitration (the “Ibanez PAGA
3 Action”).

4 Plaintiffs and Defendant agreed to private mediation with David Phillips, Esq. Prior to the
5 mediation, the Parties conducted significant investigation and discovery of the facts and law.
6 Defendant produced documents relating to its policies, practices, and procedures regarding paying
7 non-exempt employees for all hours worked, overtime, meal and rest period policies, payroll and
8 operations policies, and more. Plaintiffs were provided with sufficient records and data to determine
9 the number of Aggrieved Employees and the number of pay periods in the PAGA Period. The Parties
10 agree that the above-described investigation and evaluation, as well as the information exchanged
11 during the settlement negotiations, are more than sufficient to assess the merits of the Parties’ positions
12 and to compromise the issues on a fair and equitable basis.

13 (b) Plaintiffs’ theory of PAGA liability as argued at mediation alleged that Defendant is
14 liable for off the clock claims due to pre-shift lockouts and restrictions on clocking in more than five
15 minutes early. Plaintiffs alleged they were required to conduct post shift duties off the clock.
16 Moreover, Plaintiffs alleged they were required to communicate on their personal cell phones off the
17 clock as evidence by a compendium of text messages provided by Plaintiffs. Plaintiffs argued that
18 Defendant failed to pad for the hours worked, reporting time premiums or reimbursement for off the
19 clock work and cell phone usage for scheduling. Plaintiffs allege Defendant failed to include additional
20 remunerations int he regular rate of pay for paying overtime.

21 At mediation, Plaintiffs argued that Defendant is liable for a myriad of PAGA Penalties,
22 including PAGA waiting time penalties for 6,523 former employees in the PAGA Period as indicated
23 in the data sample received; PAGA penalties for Unpaid Wages, Labor Code Section 226 Wage
24 Statement Violations for a total of 12,154 employees, and Failure to Reimburse a total of 12,154
25 employees for 615,543 weekly pay periods as indicated in the sample data received; PAGA penalties
26 for failure to pay sick pay at the regular rate of pay to 5,491 employees; and PAGA penalties for failure
27 to pay Meal Premiums to 4,741 employees as identified from the sample data received.

1 (c) On September 22, 2025, the Parties engaged in a mediation session before mediator
2 David Phillips, Esq., a respected and experienced mediator knowledgeable of both the wage and hour
3 laws and representative claims at issue in this action. Through arms-length negotiations with the
4 assistance of the mediator, following the mediation, the Parties reached an agreement to settle the
5 PAGA claims in this action which led to the full execution of a Memorandum of Understanding
6 memorializing the settlement on November 21, 2025. The settlement was negotiated in light of all
7 known facts and circumstances and the uncertainty associated with litigation – including the risk of
8 Plaintiffs not being able to maintain representative claims, the difficulty of proving Plaintiffs’ claims
9 in a manageable trial, the merits of Defendant’s potential defenses, and the significant delay and
10 potential appellate issues inherent to litigation – and was reached after extensive arm’s length
11 negotiations, with the assistance of the Parties’ mediator.

12 (d) Pursuant to separate confidential settlement agreements, in addition to the Gross PAGA
13 Settlement Amount, Defendant has agreed to separately pay Plaintiffs Individual Settlements to
14 resolve all of their individual non-PAGA claims. The Individual Settlement are made in exchange for
15 a general release of all of Plaintiffs’ individual non-PAGA claims arising out of their respective
16 employment with Defendant, including a waiver of any unknown claims pursuant to California Civil
17 Code § 1542, which will be detailed in separate confidential settlement agreements. (Agreement at ¶¶
18 1.12, 5.1-2). The individual claims are not at issue in this action and exist independent and apart from
19 the PAGA claims at issue before the Court. See *Kim v. Reins Int’l Cal., Inc.*, 9 Cal. 5th 73, 80 (2020)
20 (the “[s]ettlement of individual claims does not strip an Aggrieved Employee of standing, as the state’s
21 authorized representative, to pursue PAGA remedies” nor resolve the PAGA claims.).

22 4. The claim before this Court on this motion is solely the representative claim under
23 PAGA on behalf of the State of California for civil penalties pursuant to the PAGA. The PAGA
24 settlement is subject to Court approval consistent with Labor Code §2699(1)(2) (2016). (Agreement
25 at ¶ 6). The Agreement negotiated by the Parties provides for a “Gross PAGA Settlement Amount”
26 payment in the amount of \$745,000.00 to resolve the Released PAGA Claims (hereinafter referred to
27 as the “PAGA Settlement”). From this PAGA Gross PAGA Settlement Amount of \$745,000.00, there
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1 is a deduction of attorneys' fees ("PAGA Counsel Fees Payment") up to \$260,750.00 (which is 35%
2 of the Gross PAGA Settlement Amount) reimbursement of incurred costs ("PAGA Counsel Litigation
3 Expenses Payment") in an amount not to exceed \$95,000.00, Service Award payments to Plaintiffs of
4 not more than \$2,500.00 each (for a total of \$5,000.00 in "Service Award(s)") and Settlement
5 Administration Costs ("Administration Expenses Payment") not to exceed \$42,515.00 (Agreement at
6 ¶¶ 3.1-3.2.4). "PAGA Counsel" means the law firms Blumenthal Nordrehaug Bhowmik De Blouw
7 LLP ("BNBD"), Haig B. Kazandjian Lawyers, APC ("HBK"); and Lavi & Ebrahimian, LLP ("LE").
8 The PAGA Counsel Fees Payment shall be allocated among PAGA Counsel as follows: 50% to
9 BNBD, 25% to HBK, and 25% to LE. (Agreement at ¶¶ 1.19, 3.2.1). After these deductions, the
10 amount remaining is the "PAGA Payment", which is estimated to be no less than \$346,735.00. Of the
11 PAGA Payment amount, seventy-five percent (75%) (no less than \$260,051.25) will be paid to the
12 LWDA and the remaining twenty-five percent (25%) (no less than \$86,638.75) will be paid to the
13 Aggrieved Employees (Agreement at ¶¶ 1.24, 3.2.3) This 75/25 allocation is required by Labor Code
14 §2699 as explained by *ZB, N.A. v. Superior Court*, 8 Cal.5th 175 (2019), and the prior 75/25 split still
15 applies because this Action was filed before June 2024. *See* Cal. Lab Code § 2699 (v) (2024).

16 The Individual PAGA Payment for each Aggrieved Employee shall be based on the number of
17 weekly PAGA Pay Periods each Aggrieved Employee worked during the PAGA Period as an
18 Aggrieved Employee, as a percentage of the total weekly PAGA Pay Periods worked by all Aggrieved
19 Employees during the PAGA Period. The PAGA Period is the time period from July 15, 2023 through
20 date determined by operation of the Escalator Clause set forth herein, which will be either: (i) the date
21 Plaintiffs file the motion for approval of the PAGA Actions settlement, which may require a pro rata
22 increase of the Gross PAGA Only Settlement, or (ii) the end date of the pay period during which the
23 Aggrieved Employees collectively worked over 880,000 PAGA Pay Periods. (Agreement at ¶ 1.23-
24 1.24). For Settlement, Defendant has represented that the Aggrieved Employees consist of
25 approximately 13,827 employees who collectively worked 800,000 weekly PAGA Pay Periods during
26 the PAGA Period. (Agreement at ¶ 4.1).

1 Upon entry of final judgment, the Released Parties shall be entitled to a release from the
2 Aggrieved Employees for any “Released PAGA Claims” means “any and all claims for civil penalties
3 for alleged Labor Code violations that were alleged, or reasonably could have been alleged, based on
4 the facts stated in the Operative Complaint, and the PAGA Notices submitted by Plaintiffs to the
5 LWDA, which occurred during the PAGA Period. The Release PAGA Claims expressly exclude all
6 other claims, all non-PAGA claims, claims for vested benefits, wrongful termination, violation of the
7 Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’
8 compensation, California class claims, and PAGA claims outside of the PAGA period. The Released
9 PAGA Claims also exclude Plaintiffs’ and Claimants’ individual settlements or the claims released
10 therein.” (Agreement at ¶¶ 1.27, 5.2). The “Released Parties” means “Defendant and each of its officers,
11 directors, members, partners, owners, shareholders, agents, servants, assigns, affiliates, predecessors,
12 successors, parent entities, and subsidiary entities.” (Agreement at ¶ 1.28).

13 5. As experienced counsel, we believe that the PAGA Settlement is fair and reasonable
14 and therefore should be approved in light of Defendant's potential defenses to the violations at issue,
15 the risks and costs of continued litigation. Here, the Gross PAGA Settlement Amount of \$745,000.00
16 constitutes approximately \$.85 per weekly pay period. This PAGA Settlement amount compares
17 favorably to the estimated amount of PAGA penalties. With the assistance of an expert, Plaintiffs
18 calculated that the maximum amount of statutory PAGA civil penalties was potentially \$4,400,000.00
19 based on 880,000 weekly pay periods applicable to the Aggrieved Employees during the PAGA
20 Period.¹ Importantly, however, these calculations were performed at the maximum statutory rate for
21 the penalties, when in fact, it is likely that any penalties awarded would be at a lower rate. California
22 Labor Code Section 2699(e)(1) permits a Court to award a lesser amount than the maximum civil
23 penalty if based on the facts and circumstances to do otherwise would result in an award that is “unjust,
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25 ¹ Stacking is where more than one civil penalty is imposed in a pay period for the same conduct. The
26 valuation of \$761,700 is the civil penalty amount without stacking. If stacking is permitted, then the
27 valuation increases with each additional penalty added to each pay period. Plaintiffs, however, is not
28 aware of any PAGA award which permitted stacking and in the cases cited herein, only one penalty
per pay period was assessed. In addition, the recent amendment of PAGA casts further doubt on the
availability of stacking penalties.

1 arbitrary and oppressive or confiscatory.” n *Carrington v. Starbucks Corp.*, 30 Cal. App. 5th 504
2 (2018), the Court of Appeal affirmed a judgment after trial which only provided for a PAGA penalty
3 of \$5 per pay period. Therefore, at trial, any PAGA penalties awarded would be comparable to
4 Plaintiffs’ calculation even where Plaintiffs prevailed on the PAGA claim. If the amount of \$5 per pay
5 period from *Carrington v. Starbucks* is used, the potential recovery of civil penalties would be
6 \$4,000,000.00 in analyzing all the claims and the action as a whole, Plaintiffs were forced to consider
7 the risks of proceeding with litigating the action.

8 6. Here, Plaintiffs would need to prove that each Aggrieved Employee suffered a violation
9 for each period the employee worked in relation to meal or rest period violations, failure to pay
10 minimum wages, failure to pay overtime and sick pay wages, failure to reimburse employees for
11 required expenses, and failure to pay wages when due. Defendant maintains that Plaintiffs and the
12 Aggrieved Employees were properly compensated, and that it did not violate the Labor Code.
13 Accordingly, Defendant disputes and denies Plaintiffs’ allegations and claims asserted in both the
14 PAGA Notice and the Operative Complaint, which are resolved by the Agreement. Defendant asserted
15 additional defenses to the PAGA claim, not only as to liability but also as to the amount of the
16 penalties. Defendant could argue that no penalties prior to the PAGA notification should be awarded
17 because the violations were not intentional, and at least one Court has so ruled. These defenses present
18 a risk to the PAGA claims and the potential that some or all of the PAGA penalties sought may not be
19 awarded. Given Defendant’s potential defenses to the violations at issue, the risks and costs of
20 continued litigation, Plaintiffs and their attorneys believe that the PAGA Settlement is fair and
21 reasonable. Defendant has similarly concluded that it is desirable that the action is settled in the manner
22 and upon the terms and conditions set forth in the Agreement in order to avoid further expense,
23 inconvenience and distraction of further legal proceedings, as well as the uncertainty of litigation.
24 Defendant has determined that it is desirable and beneficial to put to rest the claims in this action and
25 Defendant agrees that the PAGA Settlement is fair, reasonable, and adequate. P PAGA Counsel have
26 significant experience litigating wage and hour claims including claims for PAGA penalties, and the
27 PAGA Settlement here is similar to or greater than similar settlements that courts have approved. The
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1 PAGA Settlement, along with the other terms of the proposed settlement, was negotiated by
2 experienced counsel at arm's length with the assistance of a private mediator, David Phillips, Esq. As
3 set forth in the accompanying proof of service, the LWDA has been provided notice of this motion
4 and the PAGA settlement. The decision of the LWDA to accept the PAGA Settlement and not oppose
5 the motion should be given considerable weight. This is not a situation where the Court needs to be
6 concerned about the rights of absent employees as in a class settlement, as this PAGA-only settlement
7 does not release the individual claims of absent employees other than PAGA claims, and the LWDA
8 is a sophisticated government entity that is more than able to look out for its own rights.

9 7. PAGA Counsel seek approval of attorneys' fees from the PAGA settlement in the
10 amount of Two Hundred Sixty Thousand Seven Hundred Fifty Dollars and Zero Cents (\$260,750.00)
11 representing thirty-five percent of the \$745,000.00 Gross PAGA Settlement Amount. The PAGA
12 Counsel Fees Payment shall be allocated among PAGA Counsel as follows: 50% to BNBD, 25% to
13 HBK, and 25% to LE. The payment of attorneys' fees and costs to PAGA Counsel under the
14 Agreement is supported by several factors. First, the requested fees are justified by the result achieved.
15 PAGA Counsel negotiated a recovery of \$745,000.00, and this result justifies the requested fees equal
16 to one third of this recovery. This percentage is within the standard contingent recovery percentage of
17 one-third, and this percentage is what was expressly approved by the Supreme Court in *Laffitte v.*
18 *Robert Half Int'l Inc.*, 1 Cal.5th 480, 504, (2016). Second, the fee award is justified by the work
19 performed and contributions to the case. The fee award is less than PAGA Counsel's current lodestar
20 of \$434,795.50 (\$145,670.00 for BNBD; \$136,207.50 for HK [Declaration of Haig B. Kazadjian
21 ("Kazadjian Decl.") at ¶ 22]; and \$152,918.00 for LE [Declaration of James Clark ("Clark Decl.") at
22 ¶ 56]), representing a "negative multiplier", with significant additional work to be performed. As
23 detailed in the accompanying billing statement from BNBD, true and correct copies of which are
24 attached hereto as Exhibit #2, the current lodestar for my firm in this court matter as of September 2,
25 2026, is \$145,670.00 for more than 230 hours of work prosecuting the claims being resolved by this
26 Settlement. This time does not include time incurred after the billing was finalized and the time spent
27 managing the completion of the settlement, which I estimate will add another \$20,000 in additional
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1 lodestar. Third, the consideration of the enhancement factors would justify the enhancement of the
2 lodestar. Courts multiply the lodestar by a factor to account for the risk of non-payment, delay in
3 payment, the quality of work, and the novelty and difficulty of the issues involved. Here, where an
4 enhancement would be warranted, but the fee award is less than the lodestar, there can be no question
5 of the reasonableness of the award.

6 8. The award of litigation expenses is based upon the actual expenses incurred by PAGA
7 Counsel, which currently are \$62,081.77 which is less than the \$95,000.00 allocation for costs in the
8 Agreement, so the difference of \$32,918.23 will be added to the PAGA Payment. The litigation
9 expenses incurred by BNBD total \$ 41,570.16 and were all reasonably necessary to the litigation. The
10 specific itemization of costs incurred by my firm are detailed in Exhibit #2 attached hereto.

11
12 Experience and Qualifications

13 9. Our firm has represented hundreds of thousands of employees in hundreds of legal
14 matters, including PAGA lawsuits and hundreds of employment class actions. Blumenthal Nordrehaug
15 Bhowmik De Blouw LLP's practice is devoted almost entirely to the prosecution of wage and hour
16 class action and PAGA action matters. The attorneys at Blumenthal Nordrehaug Bhowmik De Blouw
17 LLP have been appointed lead counsel in hundreds of contested motions for class certification
18 including many consolidated wage and hour matters.

19 (a) Blumenthal Nordrehaug Bhowmik De Blouw LLP was responsible for handling
20 the briefing and argument that resulted in the landmark ruling of *Sakkab v. Luxottica Retail N. Am.,*
21 *Inc.*, 803 F.3d 425 (9th Cir. 2015). There, Blumenthal Nordrehaug Bhowmik De Blouw LLP overcame
22 opposition by Littler Mendelson and amici Curiae briefs submitted by Mayer Brown LLP to persuade
23 the Ninth Circuit of the importance of the substantive rights of the State of California under the
24 California Private Attorney General Act of 2004 ("PAGA"). Blumenthal Nordrehaug Bhowmik De
25 Blouw LLP took the lead on this case where the ruling was the reaffirmation of the PAGA statute and
26 the *Iskanian* rule. Blumenthal Nordrehaug Bhowmik De Blouw LLP also has recently engaged in
27 noted appellate work on the subject of class actions in the California Court of Appeals resulting in the
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1 opinions handed down in *Securitas Sec. Services USA, Inc. v. Superior Court*, 234 Cal. App. 4th 1109,
2 184 Cal. Rptr. 3d 568 (2015) (class or representative action waiver in an employment-related
3 arbitration agreement was unenforceable); *Altman v. Solarcity Corp.*, No. D067582, 2016 Cal. App.
4 Unpub. LEXIS 3536 (Ct. App. May 13, 2016) (same). In 2015, Blumenthal Nordrehaug Bhowmik De
5 Blouw LLP received an award from the Daily Journal for Top Appellate Reversal, and Partner Kyle
6 Nordrehaug received an award from the Daily Journal as Top Labor & Employment Attorney 2016.

7 (b) Blumenthal Nordrehaug Bhowmik De Blouw LLP has litigated hundreds of
8 PAGA claims. In particular, in the last several years Blumenthal Nordrehaug Bhowmik De Blouw
9 LLP negotiated court-approved PAGA settlements with: (i) Mattress Firm in the amount of \$3,750,000
10 (*Miller v. Mattress Firm*, Santa Clara County Superior Court Case No. 17CV313148); (ii) CH
11 Robinson in the amount of \$630,000 (*Poublon v. C.H. Robinson*, U.S.D.C. Central District of
12 California Case No. 12-06654); (iii) Accentcare in the amount of \$500,000 (*Lanuza v. Accentcare*,
13 San Francisco Superior Court Case No. CGC-18-565521); (iv) Prime Healthcare in the amount of
14 \$700,000 (*Ortega v. Prime Healthcare Paradise Valley, LLC*, Superior Court of California for the
15 County of San Diego, Case No. 37-2014-00011240); (v) Planet Beauty in the amount of \$200,000
16 (*Sanchez v. Beena Beauty Holding, Inc.*, Superior Court of California for the County of Los Angeles,
17 Case No. BC566065); (vi) Holman Automotive Group in the amount of \$580,000 (*Gabriel v. KUNI*
18 *SDI, LLC, et al.*, Superior Court of California for the County of San Diego, Case No. 37-2017-
19 00025191); (vii) Aircraft Service International in the amount of \$1,100,000 (*Martin v. Aircraft Service*
20 *International, Inc., et al.*, Superior Court of California, County of San Francisco Case No. CGC-18-
21 566072); (viii) Easy Driving School in the amount of \$896,000 (*Thomas v. Easy Driving School*,
22 Superior Court for the County of San Diego, Case No. 37-2018-00047639); (ix) Café Rio in the
23 amount of \$835,000 (*Quincho v. Café Rio*, Superior Court for the County of San Bernardino, Case
24 No. CIVDS2011822); (x) Altamed in the amount of \$1,570,000 (*Meek v. Altamed Health Services*,
25 Superior Court for the County of Los Angeles, Case No. 20STCV47464); (xi) Lululemon in the
26 amount of \$1,200,000 (*O'Donnell v. Lululemon USA, Inc.*, Superior Court for the County of Ventura,
27 Case No. 56-2020-00542441); (xii) Yourmechanic in the amount of \$1,285,000 (*Provost v.*
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1 *Yourmechanic, Inc.*, Superior Court for the County of San Diego, Case No. 37-2017-00024056); (xiii)
2 Altamed in the amount of \$1,570,000 (*Meek v. Altamed Health Services*, Superior Court for the County
3 of Los Angeles, Case No. 20STCV47464); (ix) Oakhurst in the amount of \$380,000 (*Neff v. Oakhurst*
4 *Industries*, Superior Court for the County of Los Angeles, Case No. 21STCV21110); (x) and, Gurnick
5 Academy of Medical Arts in the amount of \$545,000 (*Serna v. Gurnick Academy of Medical Arts*,
6 Superior Court for the County of San Mateo, Case No. 22-CIV-01185); and, (xi) Lancaster Hospital
7 in the amount of \$815,000 (*Gonzalez v. Lancaster Hospital Corporation* (Los Angeles Superior Court
8 Case No. 22AVCV00254). Based upon our significant experience litigating claims for PAGA
9 penalties, the opinion of experience counsel is that this is an excellent settlement and the PAGA
10 Payment here is greater on a per pay period basis than similar settlements that my firm has previously
11 negotiated, and which courts have approved.

12 (c) Then Chief Judge Irma Gonzales in a consolidated class action representing
13 hundreds of armed forces officers held that Blumenthal Nordrehaug Bhowmik De Blouw LLP was
14 "qualified counsel with extensive experience in class action litigation." *McPhail v. First Command*
15 *Fin. Planning, Inc.*, 247 F.R.D. 598, 611 (S.D. Cal. 2007). Examples of other contested actions where
16 class certification was granted Blumenthal Nordrehaug Bhowmik De Blouw LLP was appointed lead
17 class counsel in wage and hour class actions in Federal Court include *Schulz v. Qualxserv, LLC*, 2012
18 U.S. Dist. LEXIS 58561 (S.D. Cal. 2012); *Dobrosky v. Arthur J. Gallagher Serv. Co., LLC*, No. EDCV
19 13-0646 JGB (SPx), 2014 U.S. Dist. LEXIS 106345 (C.D. Cal. July 30, 2014); *Culley v. Lincare Inc.*,
20 No. 2:15-cv-00081-MCE-CMK, 2016 U.S. Dist. LEXIS 105704 (E.D. Cal. Aug. 10, 2016); *Nelson v.*
21 *Avon Prods.*, No. 13-cv-02276-BLF, 2015 U.S. Dist. LEXIS 51104 (N.D. Cal. Apr. 17, 2015); *Orozco*
22 *v. Illinois Tool Works*, U.S.D.C. Case No. 14-cv-02113-MCE, 2016 U.S. Dist. LEXIS 158115 (E.D.
23 Cal. February 17, 2017); *Metrow v. Liberty Mutual*, U.S.D.C. Case No. EDCV 16-1133 JGB (C.D.
24 Cal. May 1, 2017). Some examples of heavily contested State Court wage and hour class actions
25 where class certification was obtained and BNBD was appointed lead class counsel include *Vakili v.*
26 *Dignity Health, et al.*, San Francisco Superior Court, Case No. CGC-18-569456 (December 16, 2021);
27 *Armstrong v. Ruan Transport*, San Bernardino Superior Court, Case No. CIVDS1605897 (August 11,
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2020); *Spears v. Health Net of California*, Sacramento County Superior Court, Case No. 34-2017-00210560 (Oct. 8, 2019); *El Pollo Loco Wage and Hour Cases*, Orange County Superior Court, JCCP Case No. 4957 (July 30, 2018); *Torrento v. Lucile Packard Children's Hospital*, Santa Clara County Superior Court Case No. 2016-1-CV-291035 (July 17, 2018); *Salem v. Alliance*, San Bernadino Superior Court, Case No. CIVRS1401129 (March 8, 2016); *Rivers v. Veolia*, Sonoma County Superior Court Case No. SCV 255350 (March 9, 2016); *Mathies v. Union Bank*, San Francisco Superior Court Case No. CGC-10-498077 (Sept. 11, 2013); *Jefferson v. Bottling Co, LLC*, Orange County Superior Court Case No. 30-2009-00180102-CU-OE-CXC (Sept. 7, 2010); *Rangel v. Balboa Ambulance Co.*, 37-2008-00095700-CU-BT-CTL (Fe. 11, 2010); *Tan v. CSAA*, Orange County Superior Court, Case No. 30-2008-00231219 (Nov. 23, 2009).

(d) Over the course of the litigation, a number of attorneys in the firm have worked on this matter. Their credentials are reflected in the Blumenthal Nordrehaug Bhowmik De Blouw LLP firm resume, a true and correct copy of which is attached hereto as Exhibit #3. Some of the major cases our firm has undertaken are also set forth in Exhibit #3. The attorneys involved in this matter at Blumenthal Nordrehaug Bhowmik De Blouw LLP have had extensive representative and class litigation experience, much of it in the area of consumer class actions, employment class actions, securities litigation, unfair business practices and other complex litigation. The attorneys at this firm have extensive experience in cases involving labor code violations and overtime claims. Class Counsel has litigated similar wage and hour cases against other employers on behalf of employees, including cases against Sharp Healthcare, Cigna, Walmart, Legoland, See's Candies, Securitas, Okta, El Pollo Loco, Automobile Association, Marriott, Total Renal, Solarcity, Penske, Universal Protection Services, Panda Express, Redfin, Instacart, Verizon, Apple, Wells Fargo, Kaiser, Culinart, Space Exploration, Time Warner, and California State Automobile Association. It is this level of experience which enabled the firm to undertake the instant matter and to successfully combat the resources of the defendants and their capable and experienced counsel. On account of the concerted and dedicated effort this case required in order to properly handle and prosecute, Class Counsel were precluded from taking other cases, and in fact, had to turn away other potential fee generating cases.

10. The hourly rates for staff at Blumenthal Nordrehaug Bhowmik De Blouw LLP are as follows: Partner Attorneys from \$850 to \$995, Associate Attorneys from \$450 to \$750, Paralegals from \$250 to \$275. This firm's hourly rates are based upon the Laffey Matrix with the appropriate 2% increase adjustment for Southern California. A true and correct copy of the current Laffey Matrix is attached hereto as Exhibit #4. These hourly rates have been approved by Court's throughout California, including the Courts in the Superior Court of California. In fact, on August 1, 2018, District Judge Andre Birotte Jr. explicitly found that Class Counsel's "rates generally appear reasonable and 'in line with those prevailing in the [relevant] community'—the Central District of California". Finally, the reasonableness of Class Counsel's hourly rates is further confirmed by comparing such rates with the rates of comparable counsel practicing complex and class litigation as detailed in the National Law Journal Billing Survey. See e.g. *Zest IP Holdings, LLC v. Implant Direct MFG., LLC*, 2014 U.S. Dist. LEXIS 167563 (S.D. Cal. 2014) (finding that "Mayer Brown's \$775 average billing rate for partners" and "Mayer Brown's \$543 average associate billing rate" are reasonable rates when compared within 21 other firms practicing in the Southern District of California.) This survey is useful to show that Class Counsel's rates are in line with the comparable rates of the defense counsel that opposes these types of class claims, such as Mayer Brown noted above who is defense counsel in cases currently being prosecuted by Class Counsel. In another example from several years ago, Sheppard Mullin Richter & Hampton, who is opposing counsel in many cases prosecuted by Class Counsel (one of the most frequent opposing counsel), charged rates as high as \$875 for partners and \$535 for associates. Similarly, Paul Hastings, another opposing counsel in these types of cases, in years past historically charged between \$900 and \$750 for partners and \$755 and \$335 for associates. Thus, the rates charged by this firm for comparable work are less than these examples and are therefore undoubtedly reasonable.

11. LWDA – Plaintiff Arellano's PAGA Notice sent to the LWDA on January 5, 2024 is attached hereto as Exhibit #5. Plaintiff Ibanez' PAGA Notice sent to the LWDA on July 10, 2024 is attached hereto as Exhibit #6; (See also Clark Decl. Exhibit 1). In addition, the LWDA is being served

1 with this motion which includes the Agreement, as verified in the proof of service.
2

3 12. Settlement Administration – ILYM Group, Inc., (“ILYM”) was selected as the
4 Settlement Administrator based upon the estimates provided and by agreement of the Parties. We
5 obtained estimates from Apex Class Action Administration (“APEX”), and ILYM using the same
6 criteria. The ILYM estimate provides for Administration Expenses in the amount of \$38,650.00. The
7 APEX estimate was \$39,990.00. As a result, the lowest bid from ILYM was selected by the Parties. A
8 10% buffer was then added to ILYM’s bid to account for unanticipated Administration Expenses,
9 which amounted to the “not to exceed” amount of \$42,515.00 in the Agreement. Pursuant to the
10 Agreement at ¶ 3.2.2, to the extent the Administration Expenses are less, or the Court approves
11 payment less than \$42,515.00, the Administrator will retain the remainder in the PAGA Payment. A
12 Declaration from ILYM is submitted in support of this motion which addresses their qualifications
13 and their estimate as Exhibit #7.
14

15 13. Conflicts – Neither Plaintiffs nor my firm have any relationship with the Administrator,
16 nor any actual or potential conflicts of interest with Aggrieved Employees or the LWDA.
17

18 14. PAGA Penalties Valuation

19 (a) Plaintiffs’ theory of PAGA liability as argued at mediation alleged that
20 Defendant is liable for off the clock claims due to pre-shift lockouts and restrictions on clocking in
21 more than five minutes early. Plaintiffs alleged they were required to conduct post shift duties off the
22 clock. Moreover, Plaintiffs alleged they were required to communicate on their personal cell phones
23 off the clock as evidence by a compendium of text messages provided by Plaintiffs. Plaintiffs argued
24 that Defendant failed to pad for the hours worked, reporting time premiums or reimbursement for off
25 the clock work and cell phone usage for scheduling. Plaintiffs allege Defendant failed to include
26 additional remunerations into the regular rate of pay for paying overtime.
27
28

1 At mediation, Plaintiffs argued that Defendant is liable for a myriad of PAGA Penalties,
2 including PAGA waiting time penalties for 6,523 former employees in the PAGA Period as indicated
3 in the data sample received; PAGA penalties for Unpaid Wages, Labor Code Section 226 Wage
4 Statement Violations for a total of 12,154 employees, and Failure to Reimburse a total of 12,154
5 employees for 615,543 weekly pay periods as indicated in the sample data received; PAGA penalties
6 for failure to pay sick pay at the regular rate of pay to 5,491 employees; and PAGA penalties for failure
7 to pay Meal Premiums to 4,741 employees as identified from the sample data received. (*Id.*)

8 On September 22, 2025, the Parties engaged in a mediation session before mediator David
9 Phillips, Esq., a respected and experienced mediator knowledgeable of both the wage and hour laws
10 and representative claims at issue in this action.

11 (b) For Settlement purposes, Defendant has represented that the Aggrieved Employees
12 consist of approximately 13,827 employees who collectively worked 800,000 weekly PAGA Pay
13 Periods during the PAGA Period.

14 (c) With the assistance of an expert, Plaintiffs calculated that the maximum amount of
15 statutory PAGA civil penalties was potentially \$4,400,000.00 based on 880,000 weekly pay periods
16 applicable to the Aggrieved Employees during the PAGA Period.²

17 (d) In *Carrington v. Starbucks Corp.*, 30 Cal. App. 5th 504 (2018), the Court of Appeal
18 affirmed a judgment after trial which only provided for a PAGA penalty of \$5 per pay period.
19 Therefore, at trial, any PAGA penalties awarded would be comparable to Plaintiffs' calculation even
20 where Plaintiffs prevailed on the PAGA claim. If the amount of \$5 per pay period from *Carrington v.*
21 *Starbucks* is used, the potential recovery of civil penalties would be \$4,000,000.00 in analyzing all the
22 claims and the action as a whole, Plaintiffs were forced to consider the risks of proceeding with
23 litigating the action.

24
25 ² Stacking is where more than one civil penalty is imposed in a pay period for the same conduct. The
26 valuation of \$4,400,000.00 is the civil penalty amount without stacking. If stacking is permitted, then
27 the valuation increases with each additional penalty added to each pay period. Plaintiffs, however, are
28 not aware of any PAGA award which permitted stacking and in the cases cited herein, only one penalty
per pay period was assessed. In addition, the recent amendment of PAGA casts further doubt on the
availability of stacking penalties.

1 (e) Plaintiffs believe that under the new standard announced by the California Supreme
2 Court, a finding that the alleged violations were intentional or knowing could be unlikely. The recent
3 decision that good faith belief of compliance by the employer in *Naranjo v. Spectrum Sec. Servs., Inc.*,
4 15 Cal.5th 1056, 1065 (2024), could completely negate any argument that some or all of the violations
5 were intentional or knowing as those terms are used in the Labor Code.

6 (f) The violations predicated on the alleged miscalculation of the regular rate are based on
7 the recent decision in *Ferra v. Loews Hollywood Hotel*, 11 Cal.5th 858 (2021) and the subsequent
8 decisions thereafter applying this decision to sick pay and meal premiums. Thus, Defendant could
9 argue that the violations are because of a change in law, and not any intentional or knowing violation
10 of the Labor Code. Defendant could also argue that they have since remedied the alleged violations
11 and that no violations are occurring now, which means that the deterrence effect of PAGA would be
12 unnecessary.

13 (g) To prevail at trial, Plaintiffs would need to prove that each Aggrieved Employee
14 suffered a violation for each period the employee worked in relation to meal or rest period violations,
15 failure to pay minimum wages, failure to pay overtime and sick pay wages, failure to provide accurate
16 itemized wage statements, failure to reimburse employees for required expenses, and failure to pay
17 wages when due. Defendant maintains that Plaintiffs and the Aggrieved Employees were properly
18 compensated, and that it did not violate the Labor Code. Accordingly, Defendant disputes and denies
19 Plaintiffs' allegations and claims asserted in both the PAGA Notice and the Operative Complaint,
20 which are resolved by the Agreement. Defendant has maintained and offered information supporting
21 that it pays employees all wages, provides compliant meal and rest breaks, reimburses for all
22 reasonably incurred business expenses, and prohibits off-the-clock work. Defendant asserted
23 additional defenses to the PAGA claim, not only as to liability but also as to the amount of the
24 penalties. Defendant asserted that no penalties prior to the PAGA notification should be awarded
25 because the violations were not intentional. These defenses present a risk to the PAGA claims and the
26 potential that some or all of the PAGA penalties sought may not be awarded. Given Defendant's
27 potential defenses to the violations at issue, the risks and costs of continued litigation, Plaintiffs and
28

1 their attorneys believe that the PAGA Settlement is fair and reasonable.

2 16. Dismissal of Representative Claims – In exchange for the Gross PAGA Settlement
3 Amount of \$745,000.00, the Agreement provides for the accompanying Proposed Order and Judgment
4 to be entered. The LWDA and the Aggrieved Employees will be compensated for the dismissal of this
5 action pursuant to the Agreement and the Judgment. The Judgment makes clear that no individual
6 claims of the Aggrieved Employees are being affected or released.

7 17. At Paragraph 5.2, the release makes clear that it binds only the named “Plaintiffs, the
8 State of California, and Aggrieved Employees.” The “Released Parties” are limited to “Defendant and
9 each of its officers, directors, members, partners, owners, shareholders, agents, servants, assigns,
10 affiliates, predecessors, successors, parent entities, and subsidiary entities.” (Agreement at ¶1.26). The
11 Released PAGA Claims at Paragraph 1.27 is appropriately limited to “any and all claims for civil
12 penalties for alleged Labor Code violations that were alleged, or reasonably could have been alleged,
13 based on the facts stated in the Operative Complaint, and the PAGA Notices submitted by Plaintiffs
14 to the LWDA, which occurred during the PAGA Period. The Released PAGA Claims expressly exclude
15 all other claims, all non-PAGA claims, claims for vested benefits, wrongful termination, violation of
16 the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’
17 compensation, California class claims, and PAGA claims outside of the PAGA period. The Released
18 PAGA Claims also exclude Plaintiffs’ and Claimants’ individual settlements or the claims released
19 therein.”

20 18. Uncashed Checks – Under the Agreement at paragraph 4.4.3, for any Aggrieved
21 Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the
22 Administrator shall transmit the funds represented by such checks to the State Controller Unclaimed
23 Property Fund in the name of the individual who failed to cash their check.

24 I declare under penalty of perjury under the laws of the State of California that the foregoing
25 is true and correct. Executed this 2nd day of September 2026, at San Diego, California.

26 /s/ Sergio J. Puche
27 Sergio J. Puche
28

EXHIBIT 1

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



Haig B. Kazandjian, Esq
haig@hbklawyers.com
Cathy Gonzalez, Esq.
cathy@hbklawyers.com
Haig B. Kazandjian Lawyers, APC
801 North Brand Boulevard, Suite 1015
Glendale, California 91203
Telephone: (818) 696-2306

Joseph Lavi, Esq.
jlavi@lelawfirm.com
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 & Ebrahimian, 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

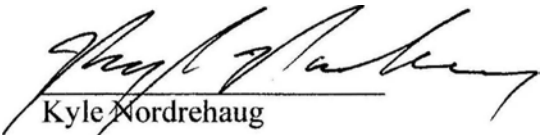
Dated: 5/23/2026

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 2

Blumenthal Nordrehaug Bhowmik DeBlouw LLP

2255 CALLE CLARA
LA JOLLA, CA - California 92037-3107

INVOICE

Invoice # 2
Date: 09/02/2026
Due On: 10/02/2026

Carlos Gonzales
1308 N Wilmington Blvd, Apt #2
Wilmington, CA 90744

CA2968

Northgate Market

Services

Attorney	Date	Notes	Quantity	Rate	Total
NDB	02/26/2023	Review and analyze original intake notes. Legal research regarding related litigation in Court, Review and research Defendant's business operations and financials. Begin review of facts and legal issues.	2.50	\$850.00	\$2,125.00
NDB	03/08/2023	Review and analyze entire employment file for legal claims. Review all paystubs for wage and hour violations. Review and research individual claims for DFEH and retaliation. Analyze Workers Compensation issue and claim filed. Legal research regarding the same.	3.90	\$850.00	\$3,315.00
NDB	03/11/2023	Review and research motions to compel arbitration decisions. Review and analyze agreement terms and facts surrounding the signing of agreement.	2.30	\$850.00	\$1,955.00
NDB	03/14/2023	Review case file. Review and research venue issues. Draft original complaint.	2.90	\$850.00	\$2,465.00
NDB	03/19/2023	Review and research meal and rest break claims. Analyze pay stubs. Draft complaint.	2.50	\$850.00	\$2,125.00
NDB	04/10/2023	Review case file. Draft internal case notes memo detailing facts and specific violations.	2.00	\$850.00	\$1,700.00
NDB	04/11/2023	Review and revise complaint. Analyze case file.	1.00	\$850.00	\$850.00

NDB	04/25/2023	Review and research PAGA claims and penalties. Draft PAGA notice.	2.00	\$850.00	\$1,700.00
RE	06/05/2023	Review case notes/damage analysis	0.50	\$675.00	\$337.50
RE	06/05/2023	Review & analyze employment file documents	2.50	\$675.00	\$1,687.50
RE	06/07/2023	Review/revise/edit class action complaint draft; finalize for filing	2.80	\$675.00	\$1,890.00
RE	06/07/2023	Draft summons, civil case cover sheet & addendum/statement of location re class action	0.50	\$675.00	\$337.50
RE	06/07/2023	Review & finalize class action complaint package; file in LA Sup. Ct.	0.50	\$675.00	\$337.50
RE	06/08/2023	Review court-returned documents re class action; review notice of assignment, memo to firm re judicial/departement assignment and status of initial case management conference	0.50	\$675.00	\$337.50
JH	06/08/2023	Review complaint and claims; advise team re discovery	0.40	\$750.00	\$300.00
JH	06/29/2023	Review ISC Order; circulate and advise team	0.30	\$750.00	\$225.00
TM	07/06/2023	Receipt and Review of Correspondence: Email to client re status of matter.	0.20	\$450.00	\$90.00
SB	07/11/2023	Review complaint, analyze, advise ND	2.60	\$450.00	\$1,170.00
JH	07/12/2023	Review/respond to correspondence from defense counsel; analyze arb agreement and discuss with KN	0.50	\$750.00	\$375.00
JH	07/18/2023	Review/analyze file and arb agreement; prepare for and attend meet and confer call with defense counsel; advise team; discuss with RE re PAGA complaint	0.70	\$750.00	\$525.00
HD	07/18/2023	Prepare shell for Request for Dismissal and Proposed Order, Declaration in Support of and Proof of Service. Email to attorney for review and finalization. (Class)	0.50	\$250.00	\$125.00
RE	07/18/2023	Draft PAGA Only Complaint	3.75	\$675.00	\$2,531.25
NDB	07/18/2023	Review case file. Review PAGA notice. review and revise PAGA complaint. Discuss issues with R. Ehmann.	1.40	\$850.00	\$1,190.00
RE	07/19/2023	Draft summons, civil case cover sheet & addendum/statement of location re paga action	0.50	\$675.00	\$337.50
RE	07/19/2023	Review & finalize PAGA action complaint package; file in LA Sup. Ct.	0.50	\$675.00	\$337.50
RE	07/20/2023	Review court returned documents re PAGA	0.50	\$675.00	\$337.50

		action' review docket; memo to firm re judicial/ department assignment and status of initial case management conference			
RE	07/20/2023	Provide notice to LWDA of PAGA action filing	0.40	\$675.00	\$270.00
SP	07/24/2023	Reviewed correspondence documents, arbitration agreement and case notes. Discussed with Team. Reviewed, revised and finalized Request for dismissal and arranged for service and filing.	1.50	\$675.00	\$1,012.50
JH	07/25/2023	F/u correspondence with defense counsel re early mediation	0.40	\$750.00	\$300.00
RE	07/25/2023	Review email from OPC re service acceptance via NAR; prep initial docs for service of process; prepare NAR; email to OPC w docs; instruct staff to mail hard copies per code re paga action	0.75	\$675.00	\$506.25
TM	07/25/2023	Review and Analyze: Reviewed and analyzed Court's notice of Case Management Conference; Reviewed notice of OSC hearing re POS.	0.30	\$450.00	\$135.00
SB	07/25/2023	Revise complaint, advise ND	2.60	\$450.00	\$1,170.00
HD	07/26/2023	Process and submit Request For Dismissal/ Proposed Order and Declaration in Support of to Court for filing via One Legal.	0.30	\$250.00	\$75.00
HD	07/26/2023	Receive Court's Notice of Case Management Conference. Per Court's instructions, served via email.	0.20	\$250.00	\$50.00
HD	07/31/2023	Receive and upload filed Order for Dismissal of Action with respect to the Class matter. Email correspondence to staff advising the same.	0.30	\$250.00	\$75.00
HD	08/01/2023	Research superior court case docket and verify case has been dismissed (7/26/2023) and all future hearings have been vacated.	0.20	\$250.00	\$50.00
RE	08/24/2023	File proof of service of summons with executed NAR; memo to firm re post service written discovery re paga action	0.50	\$675.00	\$337.50
TM	09/13/2023	Review and Analyze: Reviewed and analyzed Defendant's Answer to Complaint.	0.80	\$450.00	\$360.00
JH	09/14/2023	Review Defendant's answer; assess affirmative defenses; correspondence with defense counsel re introductory meet and confer	0.50	\$750.00	\$375.00
TM	09/25/2023	Reviewed file and Court docket to confirm compliance without Court ordered deadline to file OSC statement re POS/POS.	0.40	\$450.00	\$180.00
TM	09/27/2023	Reviewed Court's docket to confirm Order to Show Cause re Failure to File POS vacated	0.30	\$450.00	\$135.00

		ahead of OSC statement deadline.			
HD	09/28/2023	Review and research court case docket to confirm 10/03/2023 (PAGA) - OSC re POS - Hearing still on calendar. Hearing vacated. Update calendar and weekly events.	0.20	\$250.00	\$50.00
HD	09/29/2023	Review and assess Paga Complaint and allegations against Defendant. Draft shells for Plaintiff's written discovery request, set one, including Request For Production, Request For Admission, Special Interrogatories, Form Interrogatories, Notice of Deposition of Defendant's PMK and Proof of Service.	1.50	\$250.00	\$375.00
HD	09/29/2023	Draft Belaire Notice to include as an Exhibit to Special Interrogatories, Set One	0.50	\$250.00	\$125.00
TM	10/02/2023	Reviewed file and Court docket in preparation for OSC re POS hearing, confirmed hearing vacated by Court.	0.40	\$450.00	\$180.00
JH	10/02/2023	Review/analyze file and docs; draft/revise Plaintiff's discovery requests to Defendant, set one; advise team re service	1.50	\$750.00	\$1,125.00
HD	10/02/2023	Serve Plaintiff's Written discovery via e-mail. Update case file accordingly.	0.50	\$250.00	\$125.00
HD	10/02/2023	Contact Aptus and coordinate and reserve Court Reporter for Deposition of Defendant's PMK noticed for December 06, 2023.	0.30	\$250.00	\$75.00
JH	10/04/2023	Review/analyze to correspondence from defendant re mediation and advise AJB; review arb agreement and respond to defendant	0.60	\$750.00	\$450.00
JH	10/05/2023	F/u correspondence with opposing counsel re mediation and stip to stay; advise team	0.40	\$750.00	\$300.00
JH	10/05/2023	Draft/revise stip to stay pending mediation and to arbitrate; circulate to defense counsel for review	0.60	\$750.00	\$450.00
HD	10/05/2023	Draft Stipulation to Stay Pending Mediation with respect to the Paga matter.	1.00	\$250.00	\$250.00
JH	10/12/2023	F/u correspondence with defense counsel re mediation dates; discuss with AJB; confer with calendar	0.30	\$750.00	\$225.00
JH	10/13/2023	Review mediation correspondence; revise stip to stay pending mediation and send to defense counsel	0.40	\$750.00	\$300.00
JH	10/31/2023	Review Defendant's revisions to stip to stay pending mediation; further revise and send to Defendant for review	0.50	\$750.00	\$375.00

JH	11/02/2023	Review/respond to correspondence from defense counsel re stipulation and production of Plaintiff's personnel file; discuss with AJB	0.50	\$750.00	\$375.00
HD	11/07/2023	Create Service List. Forward Service List and Case Caption to Serratore Law Mediation Services;.	0.50	\$250.00	\$125.00
JH	11/07/2023	Prepare for and attend mediation exchange meet and confer call with defense counsel; advise team	1.00	\$750.00	\$750.00
SP	11/07/2023	Reviewed correspondence and communication with HD.	0.40	\$675.00	\$270.00
JH	11/09/2023	F/u correspondence with defense counsel re pre-mediation discovery	0.40	\$750.00	\$300.00
JH	11/09/2023	F/u correspondence with Defense counsel; review revisions to draft stip	0.40	\$750.00	\$300.00
JH	11/21/2023	Review/revise draft stip prepared by Defendant; circulate to Defendant and advise	1.00	\$750.00	\$750.00
TM	11/28/2023	Reviewed file, pertinent documents, and court docket in order to draft CMC Statement.	0.50	\$450.00	\$225.00
TM	12/01/2023	Drafted Plaintiff's Case Management Conference Statement; Revised Plaintiff's CMC statement; Advised HD re service and filing of CMC statement.	1.20	\$450.00	\$540.00
JH	12/01/2023	Review file; draft/revise CMC stmt; advise TM	0.40	\$750.00	\$300.00
HD	12/01/2023	Execute and finalize Proof of Service. Process and submit Plaintiff's Case Management Statement to court for filing via One Legal and serve via email.	0.50	\$250.00	\$125.00
TM	12/04/2023	Reviewed Defendant's Case Management Conference Statement.	0.40	\$450.00	\$180.00
JH	12/07/2023	Further review revisions to the stip; further meet and confer with defense counsel re same	0.50	\$750.00	\$375.00
JH	12/18/2023	Prepare for and attend CMC; advise team and calendar	1.00	\$750.00	\$750.00
KN	12/18/2023	Review arb agreement and stipulation; analysis of arb issues; advise JH	0.40	\$950.00	\$380.00
JH	12/20/2023	Review/further revise the updated stipulation	0.60	\$750.00	\$450.00
JH	12/21/2023	Further discuss with defense counsel stip to mediate and arbitrate	0.60	\$750.00	\$450.00
JH	01/02/2024	Review minute order; advise team and coordinate with calendar	0.50	\$750.00	\$375.00

TM	01/02/2024	Reviewed Court's minute order setting CMC.	0.20	\$450.00	\$90.00
TM	01/04/2024	Reviewed order setting CMC.	0.20	\$450.00	\$90.00
JH	01/10/2024	Review file and docket; draft/revise CMC stmt; advise team re filing	0.70	\$750.00	\$525.00
HD	01/10/2024	Review the ROA- CMC on 1/17/2024 is still on calendar. Court has not yet signed the Stip and Order to Stay the Matter Pending Mediation. Draft CMC Statement. Forward to handling attorney for finalization. (Paga Matter)	0.50	\$250.00	\$125.00
HD	01/10/2024	Execute and finalize Proof of Service. Process and submit Plaintiff's Case Management Statement to Court for filing via One Legal and serve via email.	0.50	\$250.00	\$125.00
TM	01/12/2024	Planned and prepared for upcoming Case Management Conference.	0.50	\$450.00	\$225.00
TM	01/16/2024	Planned and prepared for upcoming CMC; Telephone call with JH in preparation for upcoming CMC.	0.70	\$450.00	\$315.00
HD	01/16/2024	Research and review the ROA (Paga) and confirm CMC on 1/17/2024 is still on calendar. No tentative issued. Email to appearing attorney and advise accordingly.	0.20	\$250.00	\$50.00
TM	01/17/2024	Planned and prepared for Case Management Conference; Attended Case Management Conference; Advised firm re Status of case following Case Management Conference; Telephone Call with OPC re stipulation following Case Management Conference; Revised Joint Stipulation to Stay Pending Mediation and Arbitration; Email to OPC re Revised Joint Stipulation to Stay Pending Mediation and Arbitration.	3.80	\$450.00	\$1,710.00
TM	01/18/2024	Reviewed Court's minute order re CMC.	0.20	\$450.00	\$90.00
TM	01/19/2024	Reviewed Defendant's revisions to Stipulation to Stay; Revised Stipulation to Stay; Email to OPC re Stipulation to Stay; Finalized and signed Stipulation to Stay; Advised HD re service and filing of Stipulation.	1.00	\$450.00	\$450.00
TM	01/19/2024	Email to OPC re joint stipulation to stay matter.	0.20	\$450.00	\$90.00
HD	01/19/2024	Execute and finalize Proof of Service. Process and submit Amended Stipulation and [Proposed] Order to Stay Matter Pending Mediation and Arbitration to court for filing via One Legal and serve via email.	0.50	\$250.00	\$125.00
HD	01/23/2024	Research and check the status of the Amended	0.20	\$250.00	\$50.00

Stipulation and Proposed Order to Stay the Matter. Email correspondence with Attorney Herman regarding the same.					
SP	01/24/2024	Mediation audit for scheduled mediation.	0.20	\$675.00	\$135.00
JH	02/09/2024	Correspondence with defense counsel re status of stip; discuss with team	0.40	\$750.00	\$300.00
HD	02/09/2024	Review ROA re status of the Amended Stipulation and [Proposed] Order to Stay Matter Pending Mediation and Arbitration. Correspondence with Team regarding the same.	0.20	\$250.00	\$50.00
JH	02/27/2024	Corresp. with defense counsel re stip to stay	0.30	\$750.00	\$225.00
TM	02/28/2024	Revised Stipulation to Stay; Email to and from OPC re Stipulation to Stay; Advised HD re service and filing of stipulation.	0.60	\$450.00	\$270.00
TM	03/05/2024	Revised word version of stipulation to stay to submit to Court; advised HD.	0.30	\$450.00	\$135.00
JH	03/22/2024	Review docket and correspondence with co counsel re status of stip; discuss with team	0.30	\$750.00	\$225.00
SP	04/04/2024	Reviewed correspondence, case notes, pleadings and documents. Drafted, revised, finalized and served Mediation Data Request.	2.20	\$675.00	\$1,485.00
SP	04/05/2024	Reviewed correspondence from counsel. Discussed with NJD. Sent email to TG re: Client details.	0.50	\$675.00	\$337.50
SP	04/12/2024	Reviewed correspondence, mediation data request, documents, exhibit book, orders and case notes. Called court clerk re: Stipulation. Discussed with JSH. Revised Stipulation and sent to Opp. Counsel. Drafted and sent email confirming mediation data.	2.80	\$675.00	\$1,890.00
SP	04/17/2024	Reviewed mediation data request. Prepared and met and conferred with Counsel. Researched sample size. Discussed with JSH and AJB. Sent Opp Counsel follow up email.	1.40	\$675.00	\$945.00
JH	04/19/2024	Review/analyze draft stip prepared by Defendant; advise SP	0.40	\$750.00	\$300.00
TM	04/22/2024	Reviewed Defendant's draft of stipulation to stay pending arbitration.	0.30	\$450.00	\$135.00
NDB	04/27/2024	Review court docket and case file in preparation for mediation. review wage and hour policy documents and paystubs. Legal research regarding wage and hour claims. Analyze settlement authority and related cases.	3.90	\$850.00	\$3,315.00

HD	05/01/2024	Execute and finalize Proof of Service. Process and submit Stipulation and Proposed Order to Stay Pending Binding Individual Arbitration to Court for filing via One Legal and serve via email.	0.50	\$250.00	\$125.00
NDB	05/03/2024	Review 204, vacation pay, and suitable seating violations. Legal research regarding the same. Prepare for mediation.	2.70	\$850.00	\$2,295.00
JH	05/08/2024	Review mediation doc/data production; update file and advise SP	1.00	\$750.00	\$750.00
NDB	05/11/2024	Review previous PAGA settlements with similar claims for mediation valuation. Analyze previous settlement against Defendant. Review time punch data for rounding and meal break violations. Legal research.	3.10	\$850.00	\$2,635.00
JH	05/16/2024	Review/analyze mediation data produced by Defendant; circulate and update file	1.50	\$750.00	\$1,125.00
JH	05/17/2024	Correspondence with defense counsel re employee count; discuss with team and update file	0.30	\$750.00	\$225.00
NDB	05/19/2024	Review and revise mediation brief. Analyze facts and law.	2.20	\$850.00	\$1,870.00
JH	05/21/2024	Review/analyze file; advise AJB re issues presented for purposes of drafting mediation brief	0.50	\$750.00	\$375.00
JH	05/22/2024	Further review exhibit book and update case notes for purposes of mediation	1.50	\$750.00	\$1,125.00
JH	05/23/2024	Corresp with defense counsel re class composition	0.30	\$750.00	\$225.00
JH	05/23/2024	Review/analyze mediation expert analysis; discuss with team	0.80	\$750.00	\$600.00
TM	05/24/2024	Reviewed Defendant's mediation brief in anticipation of upcoming mediation.	0.80	\$450.00	\$360.00
JH	05/24/2024	Review Defendant's mediation brief	1.00	\$750.00	\$750.00
SB	05/24/2024	Speak with client in advance of mediation, analyze claims, advise AJB	2.60	\$450.00	\$1,170.00
SB	05/28/2024	Prepare for mediation, review and analyze mediation brief, advise AJB	2.80	\$450.00	\$1,260.00
SB	05/29/2024	Attend mediation	8.00	\$450.00	\$3,600.00
JH	05/30/2024	Discuss with AJB re outcome of mediation and claims to pursue in discovery; advise team; correspondence with defense counsel	1.00	\$750.00	\$750.00
JH	05/31/2024	Discuss with AJB re strategy going forward;	0.50	\$750.00	\$375.00

research Balderas v. Fresh Start; advise team					
HD	05/31/2024	Review, download and save Court Minute Order - Status Conference Re: Binding Arbitration. Circulate to staff for review and calendaring accordingly.	0.30	\$250.00	\$75.00
TM	06/02/2024	Reviewed Court's minute order re status conference.	0.20	\$450.00	\$90.00
HD	06/03/2024	Draft Request and Proposed Order for Dismissal of Individual Non-Representative Claims and Declaration ISO. Forward to attorney Puche for review, edit and finalization.	0.70	\$250.00	\$175.00
SP	06/04/2024	Reveiwed, revised and finalized Request for Dismissal of Individual Claims W/O Prejudice. Discussion with JSH and HD.	1.80	\$675.00	\$1,215.00
JH	06/04/2024	Review/revise draft req. for dismissal of individual PAGA claims and supporting decl; advise SP	0.40	\$750.00	\$300.00
HD	06/04/2024	Execute and finalize Proof of Service. Process and submit Request and [Proposed Order] for Dismissal as to the Individual Non-Representative Claim to Court for filing via One Legal and serve via email.	0.50	\$250.00	\$125.00
SP	06/05/2024	Discussed Errata with JSH. Created and attached Exhibit 1 to the Notice of Errata. Revised and finalized Errata. Arranged for service and filing.	0.90	\$675.00	\$607.50
HD	06/05/2024	Execute and finalize Proof of Service. Process and submit Notice of Errata Re: Declaration of Sergio J. Puche In Support of Plaintiff's Request For Dismissal of Individual Non-Representative Paga Claim Without Prejudice to Court for filing via One Legal and serve via email.	0.50	\$250.00	\$125.00
TM	06/07/2024	Reviewed Defendant's notice of remote appearance.	0.20	\$450.00	\$90.00
TM	06/07/2024	Reviewed finalized and signed notice of remote appearance; advised HD re filing/service.	0.30	\$450.00	\$135.00
HD	06/07/2024	Prepare Notice of Remote Appearance. Forward to Attorney Moran for review and execution.	0.50	\$250.00	\$125.00
JH	06/10/2024	Review/analyze Defendant's opposition to Request for Dismissal w/out prej.; advise team	1.00	\$750.00	\$750.00
SP	06/10/2024	Internal correspondence with Team re: Claimant and adding additional rep.	0.70	\$675.00	\$472.50
HD	06/10/2024	Execute Proof of Service. Process and submit Notice of Remote Appearance to Court for filing via One Legal and serve via email.	0.30	\$250.00	\$75.00

TM	06/12/2024	Planned and prepared for upcoming Status Conference.	1.20	\$450.00	\$540.00
TM	06/13/2024	Planned and prepared for oral argument re request for dismissal for upcoming hearing.	2.80	\$450.00	\$1,260.00
JH	06/13/2024	Discuss with TM the Parties' CMC and Defendant's position regarding dismissal of individual PAGA claims; advise	1.00	\$750.00	\$750.00
JH	06/14/2024	Discuss with TM re CMC; advise re ex parte application to continue trial; discuss with AJB re discovery and petition for coordination; f/u corresp. with defense counsel re discovery	1.00	\$750.00	\$750.00
TM	06/14/2024	Attended Status Conference re arbitration/request for dismissal of individual claims; Telephone call with OPC meeting and conferring re joint ex parte motion to continue trial;	2.50	\$450.00	\$1,125.00
HD	06/17/2024	Draft shell for Petition for Coordination of the Gonzalez case with the Arellano v. Northgate, LA Case No. 24STCV10515. Declaration ISO, Proposed Order and Proof of Service.	1.00	\$250.00	\$250.00
TM	06/17/2024	Reviewed and revised Petition to Coordinate; Legal research re Petition to Coordinate; Drafted Ex Parte Joint Motion to Continue Trial.	2.50	\$450.00	\$1,125.00
HD	06/17/2024	Prepare shell for Ex Parte Application to Continue Trial date and pretrial deadlines. Declaration ISO, and Proposed Order	1.00	\$250.00	\$250.00
TM	06/18/2024	Drafted Joint Ex Parte Application to Continue Trial; Reviewed and revised joint ex parte application; emails to and from OPC.	2.90	\$450.00	\$1,305.00
JH	06/18/2024	F/u corresp. with defense counsel re discovery	0.30	\$750.00	\$225.00
JH	06/18/2024	Review/revise draft ex parte application; advise; discuss with AJB	1.50	\$750.00	\$1,125.00
HD	06/21/2024	Execute and finalize Proof of Service. Process and submit Request and Proposed Order for Dismissal of Action without Prejudice and Declaration ISO to court for filing via One Legal and serve via email.	0.50	\$250.00	\$125.00
HD	07/03/2024	Telephone conference with department clerk re status of entry of dismissal. Discussion with attorney Herman regarding status.	0.30	\$250.00	\$75.00
SP	07/09/2024	Reviewed correspondence, pleadings, Motion to Dismiss, local rules and conducted legal research on ex parte. Drafted ex parte application to enter dismissal of entire action.	2.80	\$675.00	\$1,890.00
SP	07/11/2024	Discussed with JSH, NJD and HD. Reviewed	0.90	\$675.00	\$607.50

		revised and finalized Request for Dismissal of PAGA Case.			
TM	07/11/2024	Reviewed court's order re dismissal.	0.20	\$450.00	\$90.00
SP	07/23/2024	Finalized PAGA notice and Exhibit. Discussed with NJD and team. Arranged for service of Amended PAGA. Uploaded to the LWDA website.	2.20	\$675.00	\$1,485.00
SP	07/30/2024	Reviewed correspondence, docket, pleadings and communications. Sent client correspondence with update on case and further communicated with him.	0.60	\$675.00	\$405.00
JH	08/02/2024	Draft/revise notice of association of counsel; circulate to co-counsel for review	0.30	\$750.00	\$225.00
SP	08/02/2024	Reveiwed correspondence. Discussed with JSH. Reveiwed and executed notice of association and sent to co-counsel.	0.50	\$675.00	\$337.50
JH	08/12/2024	Prepare for and attend call with co-counsel re Defendant's MTC arb in related matter	0.50	\$750.00	\$375.00
JH	08/20/2024	Corresp w co-counsel re MTC Arb Opp	0.30	\$750.00	\$225.00
TM	08/20/2024	Reviewed and analyzed Defendant's CMC Statement.	0.40	\$450.00	\$180.00
TM	08/21/2024	Reviewed and analyzed co-Plaintiff's CMC Statement.	0.40	\$450.00	\$180.00
JH	08/28/2024	Discuss with co-counsel re MTC Arb opp	0.30	\$750.00	\$225.00
TM	08/30/2024	Reviewed court's notice of continuance.	0.20	\$450.00	\$90.00
SP	08/30/2024	Reveiwed notice of continuance and arranged for calendaring and saving to file.	0.30	\$675.00	\$202.50
SP	09/03/2024	Reviewed correspondence and discussed calendaring of cases with team.	0.30	\$675.00	\$202.50
SP	09/04/2024	Reviewed correspondence, ensured calendaring of dates.	0.30	\$675.00	\$202.50
TM	09/05/2024	Email to client re case status.	0.20	\$450.00	\$90.00
JH	09/26/2024	Call with co-counsel re MTC Arb	0.50	\$750.00	\$375.00
TM	10/03/2024	Reviewed co-plaintiff's Opposition to Defendant's MTC Arb.	0.50	\$450.00	\$225.00
JH	10/03/2024	Review draft MTC Arb Opp prepared by co- counsel; discuss with co-counsel re same; review final Opp	1.60	\$750.00	\$1,200.00
TM	10/08/2024	Reviewed file; email to client re case status.	0.40	\$450.00	\$180.00

JH	10/10/2024	Review/analyze Defendant's MTC Arb reply	1.00	\$750.00	\$750.00
TM	10/10/2024	Reviewed and analyzed Defendant's Reply ISO MTC Arb.	0.80	\$450.00	\$360.00
TM	10/14/2024	Email from client re case status.	0.20	\$450.00	\$90.00
SP	10/17/2024	Reviewed correspondence, case notes, orders and discussed case with client.	0.90	\$675.00	\$607.50
TM	10/24/2024	Email to and from client re case status.	0.40	\$450.00	\$180.00
HD	10/24/2024	Draft Stipulation and Proposed Order for Leave to File First Amended Representative Action. Forward to Attorney Herman for edit and finalization.	1.00	\$250.00	\$250.00
TM	10/27/2024	Reviewed Defendant's request for statement of decision.	0.30	\$450.00	\$135.00
JH	10/27/2024	Review Defendant's request for statement of decision; circulate	0.30	\$750.00	\$225.00
JH	11/11/2024	Corresp. w co-counsel and defense counsel re discovery	0.30	\$750.00	\$225.00
TM	11/12/2024	Reviewed email from client re case status.	0.20	\$450.00	\$90.00
TM	11/12/2024	Reviewed file and related case; reviewed and revised Stipulation to Filing FAC in related case; email to co-counsel re stipulation.	0.80	\$450.00	\$360.00
JH	11/12/2024	Review/revise draft stip to amend; advise TM	0.40	\$750.00	\$300.00
TM	11/13/2024	Reviewed and analyzed Defendant Northgate Gonzalez Markets, Inc.'s Notice of New Authority and attached authority.	0.80	\$450.00	\$360.00
JH	11/13/2024	Review/analyze Defendant's notice of new authority; analyze new authority and discuss with co-counsel	1.00	\$750.00	\$750.00
JH	11/14/2024	Review/revise draft obj to notice of new authority; advise co-counsel	0.30	\$750.00	\$225.00
TM	11/14/2024	Reviewed co-plaintiff's objection to Defendant's notice of new authority.	0.20	\$450.00	\$90.00
TM	11/14/2024	Email to co-counsel re Stip to File FAC.	0.20	\$450.00	\$90.00
TM	11/21/2024	Reviewed Defendant's response to objection to notice of new authority.	0.20	\$450.00	\$90.00
JH	12/12/2024	Corresp w co-counsel re Defendant's request to stay matter pending appeal	0.40	\$750.00	\$300.00
TM	12/18/2024	Reviewed and analyzed Defendant's motion to stay.	0.80	\$450.00	\$360.00

JH	12/19/2024	Review/analyze Defendant's Mtn to Stay; advise co-counsel	0.50	\$750.00	\$375.00
TM	12/20/2024	Revised and finalized Joint Stipulation for leave to file FAC; revised and finalized proposed FAC.	1.00	\$450.00	\$450.00
TM	01/13/2025	Email from OPC re appeal.	0.20	\$450.00	\$90.00
JH	01/14/2025	Correspondence with defense counsel re impact of Shipt appellate decision; discuss with co-counsel	0.40	\$750.00	\$300.00
TM	01/21/2025	Email to OPC re CMC statement and FAC.	0.20	\$450.00	\$90.00
TM	01/21/2025	Reviewed Defendant's CMC statement.	0.30	\$450.00	\$135.00
JH	01/22/2025	Review Defendant's CMC stmt; discuss with TM re stip for leave to amend	0.30	\$750.00	\$225.00
TM	01/28/2025	Email to and from co-counsel re FAC; reviewed co-counsel's revisions to stip and FAC; email to co-counsel re Opposition to motion to stay.	0.60	\$450.00	\$270.00
SP	02/05/2025	Reveiwed and analyzed, association of Counsel FAC, Joint Statement, Correspondence, pleadings and prepared for Case Management Conference. Appeared at the Case Management Conference. Updated file.	1.20	\$675.00	\$810.00
JH	02/05/2025	Review/analyze Opposition to Motion to Stay prepared by Co-Counsel; discuss with Co-counsel; advise SP re CMC	1.40	\$750.00	\$1,050.00
JH	02/11/2025	Review/analyze Defendant's Mtn to Stay Reply brief	0.70	\$750.00	\$525.00
HD	02/11/2025	edit and update service list for matter.	0.20	\$250.00	\$50.00
TM	02/14/2025	Reviewed co-counsel's Opposition to Defendants' Motion to Stay.	0.60	\$450.00	\$270.00
TM	02/15/2025	Reviewed Defendant's Reply ISO motion to stay.	0.50	\$450.00	\$225.00
TM	02/18/2025	Planned and prepared for upcoming CMC and motion to stay; discussed status with team.	0.50	\$450.00	\$225.00
TM	02/19/2025	Attended Case Management Conference and Motion to Stay; advised firm and team re case status.	1.60	\$450.00	\$720.00
JH	02/19/2025	Discuss with TM re hearing on Mtn to Stay; advise	0.50	\$750.00	\$375.00
TM	03/13/2025	Reviewed notice of entry of order and abandonment of appeal	0.20	\$450.00	\$90.00
JH	04/16/2025	Corresp. w co-counsel re status of matters	0.40	\$750.00	\$300.00

JH	05/13/2025	Review file; corresp w co-counsel re mediation data requests	0.50	\$750.00	\$375.00
TM	07/06/2025	Reviewed and analyzed Respondent's Answer in Arb.	0.80	\$450.00	\$360.00
JH	09/15/2025	F/u corresp w co-counsel re JPA	0.20	\$750.00	\$150.00
JH	09/22/2025	Review file; discuss with co-counsel re status and advise	1.00	\$750.00	\$750.00
JH	09/24/2025	Review/analyze Mediator's proposal; discuss with AJB and advise team	0.50	\$750.00	\$375.00
JH	10/06/2025	Review/analyze draft MOU	0.40	\$750.00	\$300.00
JH	10/15/2025	Corresp w defense counsel re MOU	0.30	\$750.00	\$225.00
JH	10/21/2025	Review/analyze Defendant's proposed revisions to MOU	0.40	\$750.00	\$300.00
JH	10/22/2025	Responsive corresp from Defense Counsel re MOU revisions	0.20	\$750.00	\$150.00
TM	10/22/2025	Reviewed OPC's meet and confer email re MOU.	0.30	\$450.00	\$135.00
JH	10/29/2025	Review further revisions from defense counsel to MOU; discuss with AJB	0.40	\$750.00	\$300.00
NDB	10/31/2025	Review case file and mediation brief. review emails regarding settlement. Review and analyze MOU terms. Send MOU to Plaintiffs for signature. Discuss with Plaintiffs. Follow up for signature.	1.30	\$850.00	\$1,105.00
SP	11/06/2025	Reveiwed correspondence and discussed with team. Sent message to Client.	0.30	\$675.00	\$202.50
SP	11/19/2025	Reviewed and analyzed rep folder, correspondence, and communications. Followed up with Apex Re: skip Trace. Sent communication to Team re addresses for mailing letters. Sent Urgent contact correspondence to all known email addresses. Sent additional emails to new addresses. Called both numbers from skip trace. updated team. Reviewed documents to locate personal information for further contact search. Discussed with JSH. Called and emailed next of kin, left voicemails.	1.80	\$675.00	\$1,215.00
JH	12/04/2025	Review MOU and discuss with AJB; research procedural posture of all settled matters; analyze attorney billing and costs; draft longform PAGA Agreement; confer with KN and cirucate to co-counsel	3.20	\$750.00	\$2,400.00
JH	12/10/2025	Review file and corresp; f/u with co-counel re longform agreement	0.20	\$750.00	\$150.00

JH	12/17/2025	Review/analyze co-counsel's revisions to draft agreements; discuss with KN	1.00	\$750.00	\$750.00
KN	12/17/2025	Review draft Agreement and co-counsel revisions; analysis of issues from JH; respond to JH as to revisions and issues	1.00	\$950.00	\$950.00
JH	12/19/2025	Finalize Plaintiffs' draft agreement; circulate to defense counsel for review	0.40	\$750.00	\$300.00
JH	01/04/2026	Review file; f/u corresp w defense counsel re settlement agreement	0.20	\$750.00	\$150.00
SP	01/05/2026	Reviewed and analyzed message. Called and discuss case with client.	0.30	\$675.00	\$202.50
JH	01/22/2026	Review Defendant's further revisions to longform; discuss with KN; further revise and circulate to co-counsel; discuss accordingly	0.80	\$750.00	\$600.00
JH	01/27/2026	Review draft FAC; discuss with SP	0.40	\$750.00	\$300.00
JH	01/29/2026	Review MOU; draft Gonzalez individual agreement; circulate to defense counsel for review	1.00	\$750.00	\$750.00
JH	02/03/2026	Discuss with co-counsel re further revisions to longform; further revise and circulate	1.00	\$750.00	\$750.00
JH	02/09/2026	Review Defendant's further revisions to Agreement; discuss with co-counsel; circulate and corresp w defense counsel re same	0.50	\$750.00	\$375.00
JH	02/18/2026	Review/analyze revisions to stip and FAC	0.40	\$750.00	\$300.00
JH	02/25/2026	Review/analyze Defendant's proposed revision to individual agreement; discuss with SP	0.60	\$750.00	\$450.00
JH	03/02/2026	Review docket and minute order; circulate and advise team	0.20	\$750.00	\$150.00
TM	03/17/2026	Email from OPC; reviewed notice of ruling.	0.20	\$450.00	\$90.00
TM	04/08/2026	Reviewed Defendant's revisions to Gonzalez settlement agreement.	0.40	\$450.00	\$180.00
JH	04/08/2026	Review Defendant's further revisions to individual agreement	0.30	\$750.00	\$225.00
JH	04/21/2026	F/u with defense counsel re status of PAGA Agreement	0.30	\$750.00	\$225.00
SP	04/21/2026	Reviewed, analyzed and revised settlement agreement. Finalized Gonzalez and Cortex and arranged for signature.	2.50	\$675.00	\$1,687.50
SP	04/22/2026	Discussed case with Team. Reviewed and analyzed correspondence, pleadings and docket.	0.40	\$675.00	\$270.00

Sent follow up correspondence to OPC re: FAC filing. Discussed with OPC.					
TM	04/27/2026	Telephone call with client re settlement agreement; email to and from client re settlement agreement; advised team re client information.	0.50	\$450.00	\$225.00
JH	05/08/2026	Finalize longform agreement; circulate for execution	0.40	\$750.00	\$300.00
JH	05/14/2026	Review file and docket; draft joint report; circulate to all counsel for review	0.50	\$750.00	\$375.00
JH	05/28/2026	Call with co-counsel re PAGA approval motion	0.40	\$750.00	\$300.00
TM	05/29/2026	Review file and court docket; planned and prepared for upcoming CMC.	0.50	\$450.00	\$225.00
TM	06/01/2026	Attended Status Conference; Advised firm/team re case status following hearing.	1.50	\$450.00	\$675.00
SP	06/03/2026	Reviewed JPA, MOU and Settlement Agreement. Discussed with JSH. Sent follow up email to co-counsel and advise BNBD will draft the PAGA Approval Motion.	0.40	\$675.00	\$270.00
SP	07/13/2026	Reviewed and analyzed inquiry from KN. Reviewed and analyzed case notes, correspondence, orders and calendar. Drafted, revised and sent response to KN.	0.30	\$675.00	\$202.50
TM	07/14/2026	Review file to update client; telephone call with client re status.	0.30	\$450.00	\$135.00
JH	08/11/2026	Review file; discuss PAGA Approval mtn with KN	0.30	\$750.00	\$225.00
JH	08/13/2026	Review file; draft joint report; circulate to counsel for review	0.40	\$750.00	\$300.00
SP	08/17/2026	Reviewed and analyzed correspondence from Client. Reviewed correspondence, pleadings, calendar and docket. Called client and left a message. Followed up by email and provided client with an update in writing.	0.50	\$675.00	\$337.50
SP	08/21/2026	Reviewed and analyzed case notes, pleadings, settlement agreement, mediation brief and correspondence. Drafted PAGA Approval motion draft. Requested billing from team. Requested Declaration from TPA. Requested Plaintiff's Declaration. Drafted Proposed Order.	3.80	\$675.00	\$2,565.00
JH	08/21/2026	Review/revise draft PAGA Approval Motion; advise SP	0.80	\$750.00	\$600.00
JH	08/24/2026	Review/review draft Mtn for PAGA Approval; advise SP	1.00	\$750.00	\$750.00

NC	08/26/2026	Review settlement docs/ email to client from from SJP. Call with client to discuss status and update email address on file. Forwarding settlement status to new email address for client.	0.75	\$450.00	\$337.50
JH	08/28/2026	Discuss with KN and co-counsel; review/revise draft PAGA Approval motion and proposed order; circulate to all for review	2.50	\$750.00	\$1,875.00
JH	08/29/2026	Draft/revise all supporting/supplemental doc in support of Plaintiffs' Mtn for Approval of PAGA Settlement; advise ND and SB	2.00	\$750.00	\$1,500.00
SP	08/31/2026	Prepared and appeared for CMC. Reviwed revisions to PAGA Approval motion. Revised Motion. Revised Declaration. Discussed with JSH and KN.	2.90	\$675.00	\$1,957.50
JH	08/31/2026	F/u corresp w defene counsel re PAGA Approval Mtn; advise SP	0.50	\$750.00	\$375.00
SP	09/02/2026	Reviwed and analyzed PAGA Approval Motion, Proposed Order and Declaration. Discussed with KN. Reviewed and analyzed billing. Revised and finalized PAGA Approval Motion and arranged for service, upload and filing. Arranged call to court to advance date.	2.50	\$675.00	\$1,687.50

Quantity Subtotal 230.25

Services Subtotal \$145,670.00

Expenses

Type	Date	Notes	Quantity	Rate	Total
Expense	04/28/2023	PAGA Filing Fee	1.00	\$75.00	\$75.00
Expense	06/22/2023	Onelegal/Court Fee	1.00	\$1,494.99	\$1,494.99
Expense	07/03/2023	Lexis Nexis	1.00	\$199.00	\$199.00
Expense	07/21/2023	Onelegal/Court Fees	1.00	\$465.49	\$465.49
Expense	07/27/2023	Court filing via OneLegal	1.00	\$17.66	\$17.66
Expense	08/02/2023	LexisNexis	1.00	\$220.00	\$220.00
Expense	08/04/2023	Onelegal/Court Fees	1.00	\$465.49	\$465.49
Expense	08/25/2023	Onelegal/Court Fees	1.00	\$17.66	\$17.66
Expense	09/01/2023	Lexis Nexis	1.00	\$502.00	\$502.00
Expense	09/13/2023	Onelegal/Court Fees	1.00	\$51.48	\$51.48
Expense	10/02/2023	LexisNexis	1.00	\$396.00	\$396.00

Expense	11/01/2023	Onelegal/Court Fees	1.00	\$51.48	\$51.48
Expense	12/03/2023	LexisNexis	1.00	\$462.00	\$462.00
Expense	12/05/2023	One Legal Invoice No. 05546293	1.00	\$17.66	\$17.66
Expense	12/05/2023	One Legal Invoice No. 05545772	1.00	\$17.66	\$17.66
Expense	01/02/2024	LexisNexis	1.00	\$545.00	\$545.00
Expense	01/10/2024	One Legal Invoice No. 05637095	1.00	\$19.71	\$19.71
Expense	02/05/2024	LexisNexis	1.00	\$763.00	\$763.00
Expense	03/04/2024	LexisNexis	1.00	\$714.00	\$714.00
Expense	04/01/2024	LexisNexis	1.00	\$714.00	\$714.00
Expense	05/01/2024	LexisNexis	1.00	\$704.00	\$704.00
Expense	05/17/2024	Mediation Fee - Serratore Law	1.00	\$14,000.00	\$14,000.00
Expense	06/03/2024	Lexis Nexis	1.00	\$771.00	\$771.00
Expense	06/05/2024	One Legal Invoice No. 06092345	1.00	\$19.71	\$19.71
Expense	06/06/2024	One Legal Invoice No. 06094056	1.00	\$19.71	\$19.71
Expense	06/10/2024	One Legal Invoice No. 06104072	1.00	\$19.71	\$19.71
Expense	06/12/2024	Berger Consulting Fee.	1.00	\$9,880.00	\$9,880.00
Expense	06/24/2024	One Legal Invoice No. 06144218	1.00	\$19.71	\$19.71
Expense	07/01/2024	LexisNexis	1.00	\$660.00	\$660.00
Expense	07/11/2024	One Legal Invoice No. 06193890	1.00	\$19.71	\$19.71
Expense	08/01/2024	LexisNexis	1.00	\$660.00	\$660.00
Expense	09/16/2024	LexisNexis	1.00	\$726.00	\$726.00
Expense	09/30/2024	LexisNexis	1.00	\$660.00	\$660.00
Expense	11/01/2024	LexisNexis	1.00	\$759.00	\$759.00
Expense	12/01/2024	LexisNexis	1.00	\$660.00	\$660.00
Expense	12/31/2024	LexisNexis	1.00	\$63.47	\$63.47
Expense	01/31/2025	LexisNexis	1.00	\$57.52	\$57.52
Expense	02/28/2025	LexisNexis	1.00	\$58.35	\$58.35
Expense	03/24/2025	Court Reporting	1.00	\$93.00	\$93.00
Expense	03/31/2025	LexisNexis	1.00	\$38.65	\$38.65
Expense	04/30/2025	LexisNexis	1.00	\$35.69	\$35.69

Expense	05/30/2025	LexisNexis	1.00	\$3.14	\$3.14
Expense	06/01/2025	LexisNexis	1.00	\$40.33	\$40.33
Expense	07/01/2025	LexisNexis	1.00	\$29.00	\$29.00
Expense	08/01/2025	LexisNexis	1.00	\$35.54	\$35.54
Expense	09/30/2025	LexisNexis	1.00	\$16.86	\$16.86
Expense	10/10/2025	Expert Fee - Berger Consulting Group	1.00	\$4,286.25	\$4,286.25
Expense	05/18/2026	One Legal/Court Fees	1.00	\$24.53	\$24.53
Expenses Subtotal					\$41,570.16

Time Keeper	Quantity	Rate	Total
Scott Blumenthal	18.6	\$450.00	\$8,370.00
Novel Cefalu	0.75	\$450.00	\$337.50
Nicholas De Blouw	33.7	\$850.00	\$28,645.00
Ricardo Ehmann	14.2	\$675.00	\$9,585.00
Jeffrey Herman	64.3	\$750.00	\$48,225.00
Trevor Moran	43.3	\$450.00	\$19,485.00
Kyle Nordrehaug	1.4	\$950.00	\$1,330.00
Sergio Puche	38.1	\$675.00	\$25,717.50
Heather Drosi	15.9	\$250.00	\$3,975.00
Quantity Total			230.25
Subtotal			\$187,240.16
Total			\$187,240.16

Detailed Statement of Account

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
2	10/02/2026	\$187,240.16	\$0.00	\$187,240.16
Outstanding Balance				\$187,240.16

Total Amount Outstanding \$187,240.16

Please make all amounts payable to: Blumenthal Nordrehaug Bhowmik DeBlouw LLP

Please pay within 30 days.

EXHIBIT 3

Blumenthal Nordrehaug Bhowmik De Blouw LLP

2255 Calle Clara, La Jolla, California 92037

Tel: (858) 551-1223

Fax: (858) 551-1232

FIRM RESUME

Areas of Practice: Employee, Consumer and Securities Class Actions, Wage and Hour Class Actions, Civil Litigation, Business Litigation.

ATTORNEY BIOGRAPHIES

Norman B. Blumenthal

Partner, Blumenthal Nordrehaug Bhowmik De Blouw LLP (2018 to present)

Practice Areas: Consumer and Securities Class Action, Civil Litigation, Wage and Hour Class Actions, Transactional Law

Admitted: 1973, Illinois; 1976, California

Biography: Law Clerk to Justice Thomas J. Moran, Illinois Supreme Court, 1973-1975, while on Illinois Court of Appeals. Instructor, Oil and Gas Law: California Western School of Law, 1981; University of San Diego School of Law, 1983. Sole Practitioner 1976-1987. Partner, Blumenthal & Ostroff, 1988-1995. Partner, Blumenthal, Ostroff & Markham, 1995-2001. Partner, Blumenthal & Markham, 2001-2007. Partner, Blumenthal & Nordrehaug, 2007. Partner, Blumenthal, Nordrehaug & Bhowmik, 2008-2018. Partner, Blumenthal Nordrehaug Bhowmik De Blouw LLP, 2018 - present.

Member: San Diego County, Illinois State and American Bar Associations; State Bar of California.

Educated: University of Wisconsin (B.A., 1970); Loyola University of Chicago (J.D., 1973);

Summer Intern (1971) with Harvard Voluntary Defenders

Kyle R. Nordrehaug

Partner, Blumenthal Nordrehaug Bhowmik De Blouw LLP (2018 to present)

Practice Areas: Consumer and Securities Class Actions, Wage and Hour Class Actions, Civil Litigation

Admitted: 1999, California

Biography: Associate, Blumenthal, Ostroff & Markham, 1999-2001. Associate, Blumenthal & Markham, 2001-2007. Partner, Blumenthal & Nordrehaug, 2007. Partner, Blumenthal, Nordrehaug & Bhowmik, 2008-2017

Member: State Bar of California, Ninth Circuit Court of Appeals, Third Circuit Court of Appeals

Educated: University of California at Berkeley (B.A., 1994); University of San Diego School of Law (J.D. 1999)

Awards: Top Labor & Employment Attorney 2016; Top Appellate Reversal - Daily Journal 2015; Super Lawyer 2015-2018

Aparajit Bhowmik

Partner, Blumenthal Nordrehaug Bhowmik De Blouw LLP (2018 to present)

Practice Areas: Civil Litigation; Consumer Class Actions, Wage and Hour Class Actions

Admitted: 2006, California

Educated: University of California at San Diego (B.A., 2002); University of San Diego School of Law (J.D. 2006)

Biography: Partner, Blumenthal, Nordrehaug & Bhowmik, 2008-2017

Awards: Rising Star 2015

Nicholas J. De Blouw

Partner, Blumenthal Nordrehaug Bhowmik De Blouw LLP (2018 to present)

Practice Areas: Civil Litigation; Consumer Class Actions, Wage and Hour Class Actions

Admitted: 2011, California

Educated: Wayne State University (B.A. 2008); California Western School of Law (J.D. 2011)

Piya Mukherjee

Associate Attorney

Practice Areas: Civil Litigation; Consumer Class Actions, Wage and Hour Class Actions

Admitted: 2010, California

Educated: University of California, San Diego (B.S. 2006); University of Southern California, Gould School of Law (J.D. 2010)

Victoria Rivapalacio

Associate Attorney

Practice Areas: Civil Litigation; Consumer Class Actions, Wage and Hour Class Actions

Admitted: 2011, California

Educated: University of California at San Diego (B.A., 2003); George Washington University Law School (J.D. 2010)

Ricardo Ehmman

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2018, California; 2004, Nevada

Educated: University of California, San Diego (B.A. 1998); Loyola Law School (J.D. 2001)

Jeffrey S. Herman

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2011, California; 2016 Arizona

Educated: University of Michigan (B.A. 2008); California Western School of Law (J.D. 2011)

Charlotte James

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2016, California

Educated: San Diego State University; California Western School of Law

Christine Levu

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2012, California

Educated: University of California, Irvine; California Western School of Law

Andrew Ronan

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2016, California

Educated: Arizona State University; University of San Diego School of Law

Scott Blumenthal

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2020, New Mexico

Educated: University of Southern California; California Western School of Law

Sergio Julian Puche

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2013, California

Educated: University of California, Irvine; California Western School of Law

Trevor Moran

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2020, California

Educated: University of Rhode Island; California Western School of Law

Adolfo Sanchez Contreras

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2024, California; 2014, Mexico

Educated: The Juarez University

REPORTED CASES

Sakkab v. Luxottica Retail N. Am., Inc., 803 F.3d 425 (9th Cir. 2015) (The panel reversed the district court's order granting Luxottica Retail North America, Inc.'s motion to compel arbitration of claims and dismissing plaintiff's first amended complaint, in a putative class action raising class employment-related claims and a non-class representative claim for civil penalties under the Private Attorney General Act.);

Securitas Security Services USA, Inc. v. Superior Court, 234 Cal. App. 4th 1109 (Cal. Feb. 27, 2015) (Court of Appeal concluded the trial court correctly ruled that *Iskanian* rendered the PAGA waiver within the parties' dispute resolution agreement unenforceable. However, the Court of Appeal then ruled the trial court erred by failing to invalidate the non-severable class action waiver from the agreement and remanded the entire complaint, including class action and PAGA claims, be litigated in the Superior Court);

Sussex v. United States Dist. Court for the Dist. of Nev., 781 F.3d 1065 (9th Cir. 2015) (The panel determined that the district court clearly erred in holding that its decision to intervene mid-arbitration was justified under *Aerojet-General*. Specifically, the panel held that the district court erred in predicting that an award issued by the arbitrator would likely be vacated because of his "evident partiality" under 9 U.S.C. § 10(a)(2).);

Provost v. YourMechanic, Inc., 2020 Cal. App. Lexis 955 (Oct. 15, 2020) (Court of Appeals affirmed denial of arbitration of PAGA claim, and held in a case of first impression, that there was no additional standing rules for PAGA claim brought by independent contractor);

In re Tobacco Cases II, 41 Cal. 4th 1257 (2007); Washington Mutual Bank v. Superior Court, 24 Cal. 4th 906 (2001); Rocker v. KPMG LLP, 148 P.3d 703; 122 Nev. 1185 (2006); PCO, Inc. v. Christensen, Miller, Fink, Jacobs, Glaser, Weil & Shapiro, LLP, 150 Cal. App. 4th 384 (2007); Hall v. County of Los Angeles, 148 Cal. App. 4th 318 (2007); Coshov v. City of Escondido, 132 Cal. App. 4th 687 (2005); Daniels v. Philip Morris, 18 F.Supp 2d 1110 (S.D. Cal.1998); Gibson v. World Savings & Loan Asso., 103 Cal. App. 4th 1291 (2003); Jordan v. Department of Motor Vehicles,

75 Cal. App. 4th 445 (1999); Jordan v. Department of Motor Vehicles, 100 Cal.App. 4th 431 (2002); Norwest Mortgage, Inc. v. Superior Court, 72 Cal.App.4th 214 (1999); Hildago v. Diversified Transp. Sya, 1998 U.S. App. LEXIS 3207 (9th Cir. 1998); Kensington Capital Mgal. v. Oakley, Inc., 1999 U.S. Dist LEXIS 385; Fed.Sec.L.Rep. (CCH) P90, 411 (1999 C.D. Cal.); Lister v. Oakley, Inc., 1999 U.S. Dist. LEXIS 384; Fed. Sec. L. Rep. (CCH) P90,409 (C.D. Cal. 1999); Olszewski v. Scripps Health, 30 Cal. 4th 798 (2003); Steroid Hormone Product Cases, 181 Cal. App. 4th 145 (2010); Owen v. Macy's, Inc., 175 Cal. App. 4th 462 (2009); Taiheiyo Cement Corp. v. Superior Court, 117 Cal. App. 4th 380 (2004); Taiheiyo Cement Corp. v. Superior Court, 105 Cal.App. 4th 398 (2003); McMeans v. Scripps Health, Inc., 100 Cal. App. 4th 507 (2002); Ramos v. Countrywide Home Loans, 82 Cal.App. 4th 615 (2000); Tevssier v. City of San Diego, 81 Cal.App. 4th 685 (2000); Washington Mutual Bank v. Superior Court, 70 Cal. App. 4th 299 (1999); Silvas v. E*Trade Mortg. Corp., 514 F.3d 1001 (9th Cir. 2008); Silvas v. E*Trade Mortg. Corp., 421 F. Supp. 2d 1315 (S.D. Cal. 2006); McPhail v. First Command Fin. Planning, Inc., 2009 U.S. Dist. LEXIS 26544 (S.D. Cal. 2009); McPhail v. First Command Fin. Planning, Inc., 251 F.R.D. 514 (S.D. Cal. 2008); McPhail v. First Command Fin. Planning, Inc., 247 F.R.D. 598 (S.D. Cal. 2007); Barcia v. Contain-A-Way, Inc., 2009 U.S. Dist. LEXIS 17118 (S.D. Cal. 2009); Barcia v. Contain-A-Way, Inc., 2008 U.S. Dist. LEXIS 27365 (S.D. Cal. 2008); Wise v. Cubic Def. Applications, Inc., 2009 U.S. Dist. LEXIS 11225 (S.D. Cal. 2009); Gabisan v. Pelican Prods., 2009 U.S. Dist. LEXIS 1391 (S.D. Cal. 2009); La Jolla Friends of the Seals v. Nat'l Oceanic & Atmospheric Admin. Nat'l Marine Fisheries Serv., 630 F. Supp. 2d 1222 (S.D. Cal. 2009); La Jolla Friends of the Seals v. Nat'l Oceanic & Atmospheric Admin. Nat'l Marine Fisheries Serv., 2008 U.S. Dist. LEXIS 102380 (S.D. Cal. 2008); Louie v. Kaiser Found. Health Plan, Inc., 2008 U.S. Dist. LEXIS 78314 (S.D. Cal. 2008); Weltman v. Ortho Mattress, Inc., 2010 U.S. Dist. LEXIS 20521 (S.D. Cal. 2010); Weltman v. Ortho Mattress, Inc., 2008 U.S. Dist. LEXIS 60344 (S.D. Cal. 2008); Curry v. CTB McGraw-Hill, LLC, 2006 U.S. Dist. LEXIS 5920; 97 A.F.T.R.2d (RIA) 1888; 37 Employee Benefits Cas. (BNA) 2390 (N.D. Cal. 2006); Reynov v. ADP Claims Servs. Group, 2006 U.S. Dist. LEXIS 94332 (N.D. Cal. 2006); Kennedy v. Natural Balance Pet Foods, Inc., 2010 U.S. App. LEXIS 248 (9th Cir. 2010); Kennedy v. Natural Balance Pet Foods, Inc., 2008 U.S. Dist. LEXIS 38889 (S.D. Cal. 2008); Kennedy v. Natural Balance Pet Foods, Inc., 2007 U.S. Dist. LEXIS 57766 (S.D. Cal. 2007); Sussex v. Turnberry/MGM Grand Towers, LLC, 2009 U.S. Dist. LEXIS 29503 (D. Nev. 2009); Picus v. Wal-Mart Stores, Inc., 256 F.R.D. 651 (D. Nev. 2009); Tull v. Stewart Title of Cal., Inc., 2009 U.S. Dist. LEXIS 14171 (S.D. Cal. 2009); Keshishzadeh v. Gallagher, 2010 U.S. Dist. LEXIS 46805 (S.D. Cal. 2010); Keshishzadeh v. Arthur J. Gallagher Serv. Co., 2010 U.S. Dist. Lexis 116380 (S.D. Cal. 2010); In re Pet Food Prods. Liab. Litig., MDL Docket No. 1850 (All Cases), 2008 U.S. Dist. LEXIS 94603 (D.N.J. 2008); In re Pet Food Prods. Liab. Litig., 629 F.3d 333 (3rd Cir. 2010); Puentes v. Wells Fargo Home Mortgage, Inc., 160 Cal. App. 4th 638 (2008); Rezec v. Sony Pictures Entertainment, Inc., 116 Cal. App. 4th 135 (2004); Badillo v. Am. Tobacco Co., 202 F.R.D. 261 (D. Nev. 2001); La Jolla Friends of the Seals v. Nat'l Oceanic & Atmospheric Admin., 2010 U.S. App. Lexis 23025 (9th Cir. 2010); Dirienzo v. Dunbar Armored, Inc., 2011 U.S. Dist. Lexis 36650 (S.D. Cal. 2011); Rix v. Lockheed Martin Corp., 2011 U.S. Dist Lexis 25422 (S.D. Cal. 2011); Weitzke v. Costar Realty Info., Inc., 2011 U.S. Dist Lexis 20605 (S.D. Cal. 2011); Goodman v. Platinum Condo. Dev., LLC, 2011 U.S. Dist. LEXIS 36044 (D. Nev. 2011); Sussex v. Turnberry/MGM Grand Towers, LLC, 2011 U.S. Dist. LEXIS 14502 (D. Nev. 2011); Smith v. Kaiser Foundation Hospitals, Inc., 2010 U.S. Dist. Lexis 117869 (S.D. Cal. 2010); Dobrosky v. Arthur J. Gallagher Serv. Co., LLC, No. EDCV 13-0646 JGB (SPx), 2014 U.S. Dist. LEXIS 106345 (C.D. Cal. July 30, 2014); Metrow v. Liberty Mut. Managed Care LLC - Class Certification Granted, Metrow v. Liberty Mut. Managed Care LLC, No. EDCV 16-1133 JGB (KKx), 2017 U.S. Dist. LEXIS 73656 (C.D. Cal. May 1, 2017); Nelson v. Avon Products, Inc., Class Certification Granted, U.S. District Court for The Northern District of California, Case No. 13-cv-02276-BLF, 2015 U.S. Dist. LEXIS 51104 (N.D. Cal. Apr. 17, 2015); Orozco v. Illinois Tool Works Inc., Class Certification Granted, 2017 U.S. Dist. LEXIS 23179 (E.D. Cal. Feb. 16, 2017); Rieve v. Coventry Health Care, Summary Judgment *Sua*

Sponte Granted for Plaintiff, Rieve v. Coventry Health Care, Inc., 870 F. Supp. 2d 856 (C.D. Cal. 2012)

CLASS ACTION & REPRESENTATIVE CASES

4G Wireless Wage Cases, Orange County Superior Court, JCCP No. 4736; Classic Party Rentals Wage & Hour Cases, Los Angeles Superior Court, Case No. JCCP No. 4672; Abu-Arafeh v. Norco Delivery Service, Inc., San Francisco County Superior Court, Case No. CGC-14-540601; Aburto v. Verizon, U.S. District Court, Southern District California, Case No. 11-cv-0088; Adkins v. Washington Mutual Bank, Class Certification Granted, San Diego County Superior Court, Case No. GIC819546; Agah v. CompUSA, U.S. District Court, Central District of California, Case No. SA CV05-1087 DOC (Anx); Akers v. The San Diego Union Tribune, San Diego County Superior Court, Case No 37-2010-00088571; Altman v. SolarCity Corporation, San Diego County Superior Court, Case No. 37-2014-00023450-CU-OE-CTL; Aquino v. Macy's West Stores, Orange County Superior Court, Case No. 30-2010-00395420; Baker v. Advanced Disability Management, Inc., Sacramento County Superior Court, Case No. 34-2014-00160711; Barcia v. Contain-A-Way, U.S. District Court, Southern District California, Case No. 07 cv 0938; Bates v. Verengo, Inc., Orange County Superior Court, Case No. 30-2012-00619985-CU-OE-CXC; Battle v. Charming Charlie Inc., San Diego County Superior Court, Case No. 37-2014-00005608; Behar v. Union Bank, Orange County Superior Court, Case No. 30-2009-00317275; Bell v. John Stewart Company, Alameda County Superior Court, Case No. RG14728792; Bennett v. Custom Built Personal Training Monterey County Superior Court, Case No. M127596; Bermant v. Bank of America, Investment Services, Inc., Los Angeles Superior Court, Civil Action No. BC342505; Bethley v. Raytheon Company, United States District Court, Central District of California, Case No. SACV10-01741; Betorina v. Randstad US, L.P., U.S. District Court Northern District of California, Case No. 3:15-cv-03646-MEJ; Beverage v. Edcoa Inc., Sacramento County Superior Court, Case No. 2013-00138279; Bova v. Washington Mutual Bank / JP Morgan Chase, U.S. District Court, Southern District California, Case No. 07-cv-2410; Bowden v. Sunset Parking Services, LLC & LAZ Parking California, LLC - Settled San Diego County Superior Court, Case No. 37-2012-00101751-CU-OE-CTL; Briseno v. American Savings Bank, Class Certification Granted, Orange County Superior Court, Case No. 774773; Brueske v. Welk Resorts, San Diego Superior Court, Case No 37-2010-00086460; Bueche v. Fidelity National Management Services, U.S. District Court, Eastern District of California, Case No. 13-cv-01114; Bunch v. Pinnacle Travel Services, LLC, Los Angeles County Superior Court, Case No. BC552048; Butler v. Stericycle, Inc & Appletree Answering Services of California, Inc., Sacramento County Superior Court, Case No. 34-2015-00180282; Cabral v. Creative Communication Tech., Class Certification Granted, Los Angeles Superior Court, Case No. BC402239; Cardoza v. Wal-Mart Associates, Inc., U.S. District Court Northern District of California, Case No. 4:15-cv-01634-DMR; Castro v. Vivint Solar, Inc., San Diego County Superior Court, Case No. 37-2014-00031385-CU-OE-CTL; Cavazos v. Heartland Automotive Services, Inc., Riverside County Superior Court, Case No. PSC 1401759; Cohen v. Bosch Tool, San Diego Superior Court, Case No. GIC 853562; Comstock v. Washington Mutual Bank - Class Certification Granted, San Diego County Superior Court, Case No. GIC820803; Conley v. Norwest, San Diego County Superior Court, Case No. N73741; Connell v. Sun Microsystems, Alameda Superior Court, Case No. RG06252310; Corrente v. Luxe Valet, Inc., San Francisco County Superior Court, Case No. CGC-15-545961; Cruz v. Redfin Corporation, U.S. District Court Northern District of California, Case No. 3:14-cv-05234-THE; Culley v. Lincare Inc. & Alpha Respiratory Inc., U.S. District Court eastern District of California, Case No. 2:15-cv-00081-GEB-CMK; Cunningham v. Leslie's Poolmart, Inc., U.S. District Court, Central District of California, Case No. 13-cv-02122-CAS; Curry v. California Testing Bureau/McGraw Hill, U.S. District Court, Northern District of California, Case No. C-05-4003 JW; Daniels, et al. v. Philip Morris, (In Re Tobacco Cases II) – Class Certification Granted, San Diego Superior Court, Case No. JCCP 4042; Davis v. Genex

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Medical Group, Los Angeles Superior Court, Case No. BC586369; Hughes v. Parexel International, Los Angeles County Superior Court, Case No. BC485950; Hurley v. Comcast of California/Colorado/Texas/Washington, Inc., Sonoma County Superior Court, Case No. SCV-253801; Irving v. Solarcity Corporation, San Mateo County Superior Court, Case No. CIV525975; Jacobs v. Nu Horizons - Settled Santa Clara County Superior Court, Case No. 111cv194797; Jefferson v. Bottling Group LLC (Pepsi) - Class Certification Granted, Orange County Superior Court, Case No. 30-2009-0018010; Jones v. E*Trade Mortgage, U.S. District Court, Southern District California Case No. 02-CV-1123 L (JAH); Kennedy v. Natural Balance - Dismissal Reversed on Appeal, San Diego Superior Court, Case No. 37-2007-00066201; Keshishzadeh v. Arthur J. Gallagher Service Co., U.S. District Court, Southern District of California, Case No. 09-cv-0168; Kinney v. AIG Domestic Claims / Chartis, U.S. District Court, Central District of California, Case No. 8:10-cv-00399; Kizer v. Tristar Risk Management, Orange County Superior Court, Case No. 30-2014-00707394-CU-OE-CXC; Kleinberg v. Reeve Trucking Company, Inc., San Diego County Superior Court, Case No. 37-2015-00001601-CU-OE-CTL; Kove v. Old Republic Title, Alameda County Superior Court, Case No. RG09477437; Krellcom v. Medley Communications, Inc., San Diego County Superior Court, Case No. 37-2013-00050245-CU-OE-CTL; Ladd v. Extreme Recovery, LP, Contra Costa County Superior Court, Case No. MSC11-02790; Langille v. EMC, U.S. District Court, Southern District of California, Case No. 09-cv-0168; Lawson v. Marquee Staffing, Los Angeles County Superior Court, Case No. 37-2012-00103717-CU-OE-CTL; Lazar v. Kaiser Foundation Health Plan, Inc., Santa Clara County Superior Court, Case No. 1-14-cv-273289; Lemmons v. Kaiser Foundation Hospitals, Inc., Sacramento County Superior Court, Case No. 34-2012-00125488; Levine v. Groeniger, Alameda County Superior Court, Case No. RG09476193; Linder v. OCWEN (In re Ocwen Federal Bank FSB Servicing Litig.) U.S. District Court, Central District California, Case No. 07cv501, U.S. District Court, Northern Dist. Illinois, Case No. MDL 1604; Litton v. Diebold, Incorporated, San Mateo County Superior Court, Case No. CIV524776; Lohn v. Sodexo, Inc. & SDH Services West, LLC, U.S. District Court Central District of California, Case No. 2:15-CV-05409; Lopez v. K-Mart, Ventura County Superior Court, Case No. BC351983; Louie / Stringer v. Kaiser, U.S. District Court, Southern District California, Case No. 08-cv-0795; Lucero v. Sears, U.S. District Court Southern District of California, Case No. 3:14-cv-01620-AJB; Lucero v. Kaiser Foundation Hospitals, Inc., San Diego County Superior Court, Case No. 37-2013-00075933-CU-OE-CTL; Magallanes v. TSA Stores, Inc., Santa Clara County Superior Court, Case No. 1-15-cv-283586; Magana v. El Pollo Loco, Inc., Orange County Superior Court, Case No. 30-2012-00613901-CU-OE-CXC; Maitland v. Marriott, U.S. District Court, Central District California, Case No. SACV 10-00374; Mann v. NEC Electronics America, Santa Clara County Superior Court, Case No. 109CV132089; Martinez v. Hydro-Scape Products, Inc., San Diego County Superior Court, Case No. 37-2014-00029157-CU-OE-CTL; Mathies v. Union Bank - Class Certification Granted, San Francisco County Superior Court, Case No. CGC-10-498077; McDermott v. Catalina Restaurant Group Inc., Orange County Superior Court, Case No. 30-2012-00574113-CU-OE-CXC; McPhail v. First Command, United States District Court for the Southern District of California, Case No. 05CV0179 IEG (JMA); Medina v. Universal Protection Service, LP, Santa Clara County Superior Court, Case No. BC572848; Meierdiercks v. 8x8, Inc., Santa Clara County Superior Court, Case No. 110CV162413; Metrow v. Liberty Mut. Managed Care LLC - Class Certification Granted, U.S. District Court Eastern District of California, Case No. 16-1133 JGB (Kkx); Meyer v. Thinktank Learning, Inc., Santa Clara County Superior Court, Case No. 1-15-cv-282698; Morales v. Wells Fargo Insurance Services USA, Inc., U.S. District Court Northern District of California, Case No. 3:13-cv-03867-EDL; Morse v. Marie Callender Pie Shop, U.S. District Court, Southern District California, Case No. 09-cv-1305; Moynihan v. Escalante Golf, Inc. & Troon Golf, LLC, San Diego County Superior Court, Case No. 37-2012-00083250-CU-OE-CTL; Muntz v. Lowe's HIW, San Diego County Superior Court, Case No. GIC880932; Najarian v. Macy's West Stores, Orange County Superior Court, Case No. 30-2010-00418401; Nelson v. Avon Products, Inc., Class Certification Granted, U.S. District Court for The Northern District of California, Case No. 13-cv-02276-BLF; Nguyen v. Wells Fargo Home Mortgage, Orange County

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Court, Case No. RG17862924; Karr v. Tristar Managed Care, Inc. – Contra Costa Superior Court, case No. MSC17-00650; Gouveia v. Central Cal Transportation – San Joaquin County Superior Court, Case No. STK-CV-UOE-2017-0001765; Miranda v. Genex Services, LLC – U.S. District Court, Northern District of California, Case No. 17-CV-01438-JD; Spears v. Health Net of California, Inc. – Sacramento County Superior Court, Case No. 34-2017-00210560; Martinez v. Geil Enterprises, Inc. – Fresno County Superior Court, Case No. 17CECG01879; McComack v. Marriott Ownership Resorts, Inc. – U.S. District Court, Southern District of California, Case No. 17CV1663 BEN WVG; Velasco v. Lemonade Restaurant Group, LLC – Los Angeles County Superior Court, Case No. BC672235; Smith v. Personnel Services, Inc. – U.S. District Court, Northern District of California, Case No. 17-CV-03594-SK; Gabriel v. Kuni SDA, LLC – San Diego County Superior Court, Case No. 37-2017-000251191-CU-OE-CTL; Miller v. Mattress Firm, Inc. – Santa Clara County Superior Court, Case No. 17CV313148; Provost v. Yourmechanic, Inc. – San Diego County Superior Court, Case No. 37-2017-00024056-CU-OE-CTL; Zirpolo v. UAG Stevens Creek II, Inc. – Santa Clara County Superior Court, Case No. 17CV313457; Salazar v. Aids Healthcare Foundation – San Diego County Superior Court, Case No. 37-2017-00033482-CU-OE-CTL; Knipe v. Amazon.com, Inc. – San Diego County Superior Court, Case No. 37-2017-00029426-CU-OE-CTL; Erwin v. Caremeridian, LLC – Fresno County Superior Court, Case No. 17CECG03048; Davis v. Cox Communications California, LLC – U.S. District Court, Southern District of California, Case No. 16-CV-00989-BAS-BLM; Lara v. RMI International, Inc. – Los Angeles County Superior Court, Case No. BC597695; Harper v. C.R. England, Inc. – U.S. District Court, Utah Central Division, Case No. 16-CV-00906-DB; Mrazik v. C.H. Robinson Company – U.S. District Court, Central District of California, Case No. 12-CV-02067-CAS-PLA; Horn v. Rise Medical Staffing, LLC – U.S. District Court, Eastern District of California, Case No. 2:17-cv-01967-MCE-KJN; Pasallo v. GSG Protective Services CA Inc. – San Diego Superior Court, Case No. 37-2018-00037611-CU-OE-CTL; Smith v. Pacific Personnel Services, Inc. – U.S. District Court, Northern District of California, Case No. 17-cv-03594-SK; Terrado v. Accredited Debt Relief, LLC – San Diego Superior Court, Case No. 37-2018-00014181-CU-OE-CTL; Escobedo v. Pacific Western Bank – Los Angeles Superior Court, Case No. BC682686; Wade v. Automobile Club of Southern California – Orange County Superior Court, Case No. 30-2017-00960268-CU-OE-CXC; Montano v. American Automobile Association of Northern California – Contra Costa County Superior Court, Case No. CIVMSC18-01539; Perez v. Summit Interconnect, Inc. – Orange County Superior Court, Case No. 30-2018-00995403-CU-OE-CXC; Wolleson v. Gosch Imports, Inc. – Riverside County Superior Court, Case No. RIC170356; Banuelos v. Ortho Mattress, Inc. – Orange County Superior Court, Case No. 30-2020-01161304-CU-OE-CXC; Castellanos v. Miller Automotive Group, Inc. – Los Angeles County Superior Court, Case No. BC699211; Tressler v. Spoonful Management, LLC – Los Angeles County Superior Court, Case No. BC71940; Delph v. Employee Retention Services, LLC – San Diego County Superior Court, Case No. 37-2018-00007885; Romero v. May Trucking Company – U.S. District Court, Central District of California, Case No. 5:17-cv-02166-JGB-SHK; Miranda v. Genex Services, LLC – San Bernardino County Superior Court, Case No. CIVDS1700779; Moore v. Zirx Transportation Services, Inc. – Los Angeles County Superior Court, Case No. CGC-18-566655; Sottile v. Motion Recruitment Partners – Santa Clara County Superior Court, Case No. 18CV321677; Shahbazian v. Fast Auto Loans, Inc. – U.S. District Court, Central District of California, Case No. 2:18-cv-03076-ODW-KS; Salazar v. Johnson & Johnson Consumer Inc. – Los Angeles County Superior Court, Case No. BC702468; Conti v. L’Oreal USA S/D, Inc. – U.S. District Court, Eastern District of California, Fresno, Case No. 1:19-CV-00769-LJO-SKO; Mercado v. Security Industry Specialists, Inc. – Santa Clara County Superior Court, Case No. 17CV320059; Vikili v. Dignity Health – San Francisco County Superior Court, Case No. CGC-18-569456; Bagby v. Swissport SA, LLC – Los Angeles County Superior Court, Case No. BC691058; Henry v. Motion Entertainment Group, LLC – San Francisco County Superior Court, Case No. CGC18565643; Dandoy v. West Coast Convenience, LLC – Alameda County Superior Court, Case No. HG20051121; Lanuza v. AccentCare, Inc. – San Francisco County Superior Court, Case No. CGC-18-565521; Thomas v. Easy Driving School, LLC – San Diego County Superior Court, Case

No. 37-2018-00047639-CU-OE-CTL; Erickson v. Erickson – Contra Costa County Superior Court, Case No. MSC18-00307; Martin v. Menzies Aviation (USA) Inc. – San Francisco County Superior Court, Case No. CGC-18-566072; Mortimer v. Healthsouth Bakersfield Rehabilitation Hospital, LLC – Kern County Superior Court, Case No. BCV-18-102761; Alcaraz v. Red Lion Hotels Corporation – San Francisco County Superior Court, Case No. CGC-18-570310; Calhoun v. Total Transportation and Distribution, Inc. – San Diego County Superior Court, Case No. 37-2018-00058681-CU-OE-CTL; Rataul v. Overton Security Services, Inc. – Alameda County Superior Court, Case No. RG18891882; Beltran v. Compass Bank – San Diego County Superior Court, Case No. 37-2019-00024475-CU-OE-CTL; Kirshner v. Touchstone Golf, LLC – San Diego County Superior Court, Case No. 37-2018-00028865-CU-OE-CTL; Pizarro v. The Home Depot, Inc. – U.S. District Court for the Northern District of Georgia-Atlanta Division; Hatanaka v. Restore Rehabilitation, LLC – San Diego County Superior Court, Case No. 37-2018-00034780-CU-OE-CTL; Faria v. Carriage Funeral Holdings, Inc. – Contra Costa County Superior Court, Case No. MSC18-00606; Ontiveros v. Baker Concrete Construction, Inc. – Santa Clara County Superior Court, Case No. 18CV328679; Morales v. Redlands Automotive Services, Inc. – San Bernardino County Superior Court, Case No. CIVDS1807525; Ramirez v. Carefusion Resources, LLC – U.S. District Court, Southern District of California; Amster v. Starbucks Corporation – San Bernardino Superior Court, Case No. CIVDS1922016; Kutzman v. Derrel's Mini Storage, Inc. – U.S. District, Eastern District of California, Case No. 1:18-cv-00755-AWI-JLT; Marks v. Universal Propulsion Company, Inc. – Solano County Superior Court, Case No. FCS051608; Martinez v. Geil Enterprises, Inc. – Fresno County Superior Court, Case No. 17CECG01480; Teniente v. Cirrus Asset Management, Inc. – Los Angeles County Superior Court, Case No. 20STCV16302; Blackshear v. California Fine Wine & Spirits LLC – Sacramento County Superior Court, Case No. 34-2018-00245842; Warnick v. Golden Gate America West LLC – Los Angeles County Superior Court, Case No. BC714176; Bennett v. Dnata Aviation USA, Inc. – San Francisco County Superior Court, Case No. CGC-18-566911; George v. PF Stockton Fitness LLC – Sacramento County Superior Court, Case No. 34-2019-00261113-CU-OE-GDS; Oshana v. Farmers and Merchants Bank of Central California – Stanislaus County Superior Court, Case No. CV-19-003427; Vasquez v. Packaging Corporation of America – U.S. District Court, California Central District, Case No. 2:19-cv-01935-PSG-PLA; Palomino v. Zara USA Inc. – Orange County Superior Court, Case No. 30-2018-00992682-CU-OE-CXC; Simmons v. Joe & The Juice LA, LLC – San Francisco County Superior Court; Pacia v. CIM Group, L.P. – Los Angeles County Superior Court, Case No. BC709666; Flores v. Plastic Express – Los Angeles County Superior Court, Case No. BC71971; Madera v. William Warren Properties, Inc. – Orange County Superior Court, Case No. 30-2019-01055704-CU-OE-CXC; Hernandez v. Quality Custom Distribution – Orange County Superior Court, Case No. 30-2018-01010611-CU-OE-CXC; Arango v. Schlumberger Technology Corporation – Orange County Superior Court, Case No. 30-2019-01056839-CU-OE-CXC; Dandoy v. West Coast Convenience, LLC – Alameda County Superior Court, Case No. HG20051121; Ramirez v. J E H Enterprises, Inc. – San Francisco County Superior Court, Case No. CGC-19-574691; Sullen v. First Service Residential California, LLC – San Francisco County Superior Court, Case No. CGC-19-575131; Valentino v. East Bay Tire Co. – Solano County Superior Court, Case No. FCS053067; Murphy v. Rockler Retail Group, Inc. – Sacramento Superior Court, Case No. 34-2019-00251220; Shahbazian v. Onewest Bank – Los Angeles County Superior Court, Case No. 19STCV23722; Bruemmer v. Tempur Retail Stores LLC – Marin County Superior Court, Case No. CIV1803646; Antonios v. Interface Rehab, Inc. – Orange County Superior, Case No. 30-2019-01067547-CU-OE-CXC; Tavallodi v. DC Auto, Inc. – San Bernardino, Case No. CIVDS1833598; Miranda v. The Lloyd Pest Control Co. – San Diego County Superior Court, Case No. 37-2018-00052510-CU-OE-CTL; Soenardi v. Magnussen Imports, Inc. – Santa Clara County Superior Court, Case No. 18CV340003; Thai v. Team Industrial Services, Inc. – Los Angeles County Superior Court, Case No. 19STCV21953; Castillo v. A.J. Kirkwood & Associates, Inc. – Los Angeles County Superior Court, Case No. 19STCV04435; Moss v. Jabil Inc. – Alameda County Superior Court, Case No. HG20050536; Billosillo, Jr. v. Crown Energy Services, Inc. – San Diego County Superior Court,

Case No. 37-2018-00058254-CU-OE-CTL; Tarkington v. Freetime, Inc. – San Diego County Superior Court, Case No. 37-2019-00011473-CU-OE-CTL; McIntyre v. J.J.R. Enterprises, Inc. – Sacramento County Superior Court, Case No. 34-2019-00251220; Bucur v. Pharmaca Integrative Pharmacy, Inc. – San Diego County Superior Court, Case No. 37-2019-00009409-CU-OE-CTL; Batin v. McGee Air Services, Inc. – Santa Clara County Superior Court, Case No. 19CV347733; Terry v. McGee Air Services, Inc. – King County Superior Court of Washington, Case No. 19-2-3321-5 KNT; Weiss v. Niznik Behavioral Health Resources, Inc. – San Diego County Superior Court, Case No. 37-2019-00039441-CU-OE-CTL; Cavada v. Inter-Continental Hotels Group, Inc. – U.S. District Court, Southern District of California, Case No. 3:19-cv-01675-GPC-AHG; Lesevic v. Spectraforce Technologies, Inc. – U.S. District Court, Northern District of California, Case No. 5:19-cv-03126-LHK; Mutchler v. Circle K Stores, Inc. – San Diego County Superior Court, Case No. 37-2020-00016331-CU-OE-CTL, Azima v. CSI Medical Group, – Santa Clara County Superior Court, Case No. 19CV345450; Porrás v. Baypointe Enterprises, LLC – Los Angeles County Superior Court, Case No. 19STCV31015; Mitchell v. Mack Trucking, Inc. – San Bernardino County Superior Court, Case No. CIVDS1928334; Watts v. T.R.L. Systems, Incorporated – Orange County Superior Court, Case No. 30-2019-01102457-CU-OE-CXC; Price v. DMSD Restaurants Inc. – San Diego County Superior Court, Case No. 37-2019-00024062-CU-OE-CTL; Jacobs v. Nortek Security & Control LLC – San Diego County Superior Court, Case No. 37-2019-0019735-CU-OE-CTL; Gonzalez v. Hub International Midwest – San Bernardino County Superior Court, Case No. CIVDS1900463; Cisneros v. Bluepearl California, Inc. – San Mateo Superior Court, Case No. 19-CIV-05707; Garcia v. Gallagher Basset Services – San Bernardino Superior Court, Case No. CIVDS2004140; Callow v. Adventist Health System/West – Placer County Superior Court, Case No. SCV0043607; Dominguez v. Kimco Facility Services, LLC – Los Angeles County Superior Court, Case No. 19STCV37592; Searles v. Robert Heath Trucking, Inc. – Los Angeles County Superior Court, Case No. 19STCY30808; Rangel v. Pioneer Hi-Bred international, Inc. – Yolo County Superior Court, Case No. CV-19-1797; Ivon v. Sinclair Television of California, Humboldt County Superior Court, Case No. DR190699; Williams v. Henkels & McCoy, Inc. – San Bernardino County Superior Court, Case No. CIVDS2003888; Cano v. Larry Green Chrysler Jeep Dodge, Inc. – Riverside County Superior Court, Case No. BLC1900184; Lopez v. Cepheid – Santa Clara County Superior Court, Case No. 19CV358827; Hernandez v. Quick Dispense, Inc. – Los Angeles County Superior Court, Case No. 19STCV29405; Lopez v. Lacoste USA, Inc. – San Bernardino County Superior Court, Case No. CIVDS1914626; Duhe v. Hospital Couriers Nevada, LLC – Contra Costa County Superior Court, Case No. MSC19-01377; Law v. Sequoia Equities, Incorporated – Contra Costa Superior Court, Case No. C19-01925; Dvorak v. Rockwell Collins, Inc. – San Diego County Superior Court, Case No. 37-2019-00064397-CU-OE-CTL; Noguera v. Metal Container Corporation – Riverside County Superior Court, Case No. RIC2003235; Leon v. Miller Event Management, Inc. – San Luis Obispo Superior Court, Case No. 19CV-0435; Leon v. Miller Event Management, Inc. – San Luis Obispo County Superior Court, Case No. 19CV-0435, Camacho-Bias v. Serve U Brands Inc. – Butte County Superior Court, Case No. 20CV00603; La Pietra v. Entertainment Partners Services, LLC – Los Angeles County Superior Court, Case No. 19STCV39529; Celis v. Theatre Box - San Diego, LLC – San Diego County Superior Court, Case No. ____; Ignacio v. Laboratory Corporation of America – U.S. District Court, California Central District, Case No. 2:19-cv-06079-AB-RAO; Kovnas v. Cahill Contractors LLC – Alameda County Superior Court, Case No. RG19037852; Hersh v. Mrs. Gooch's Natural Food – Los Angeles County Superior Court, Case No. 19STCV10444; Miller v. The Permanente Medical Group – Alameda County Superior Court, Case No. RG19045904; Vasquez v. Autoalert, LLC – Orange County Superior Court, Case No. 30-2019-01114549-CU-OE-CXC; Cavanaugh v. Morton Golf, LLC – Sacramento County Superior Court, Case No. 34-2019-00270176; Coley v. Monroe Operations, LLC – Alameda County Superior Court, Case No. RG20063188; Ramirez v. Sierra Aluminum Company – U.S. District Court, California Central District Court, Case No. 5:20-cv-00417-JGB-KK; Marrero v. Stat Med, P.C. – Alameda County Superior Court, Case No. HG19043214; Enriquez v. Solari Enterprises, Inc. – Los Angeles County Superior Court, Case No. 20STCV11129; Craig v.

Hometown Heart – San Francisco County Superior Court, Case No. CGC-20-582454; Lopez v. Hy0Lang Electric California, Inc. – San Diego County Superior Court, Case No. 37-2020-00012543-CU-OE-CTL; Heuklom v. Clara Medical Group, P.C. – San Francisco County Superior Court, Case No. CGC-20-585918; Dominguez v. Lifesaver of Northern California – Monterey County Superior Court, Case No. 20CV002586; Kiseleva v. Totalmed Staffing Inc. – U.S. District Court, California Northern District, Case No. 5:19-cv-06480; Vires v. Sweetgreen, Inc. – Santa Clara County Superior Court, Case No. 20CV365918; Kim v. Wireless Vision, LLC – San Bernardino County Superior Court, Case No. CIVDS2000074; Senoren v. Air Canada Corporation – Los Angeles County Superior Court, Case No. 20STCV13942; Clark v. Quest Diagnostics Incorporated – San Bernardino County Superior Court, Case No. CIVDS2018707; Green v. Shipt, Inc. – Los Angeles County Superior Court, Case No. 20STCV01001; Respass v. The Scion Group LLC – Sacramento County Superior Court, Case No. 34-2020-00285265; Jackson v. Decathlon USA LLC – Alameda County Superior Court, Case No. RG2003024; Avacena v. FTG Aerospace Inc. – Los Angeles County Superior Court, Case No. 20STCV28767; Perez v. Butler America, LLC – Los Angeles County Superior Court, Case No. 20STCV20218; Christensen v. Carter’s Retail, Inc. – Orange County Superior Court, Case No. 30-2020-01138792-CU-OE-CXC; Astudillo v. Torrance Health Association, Inc. – Los Angeles County Superior Court, Case No. 20STCV18424; Hansen v. Holiday AI Management Sub LLC – Contra Costa County Superior Court, Case No. CIVMSC20-00779; Almahdi v. Vitamin Shoppe Industries Inc – Santa Clara County Superior Court, Case No. 20CV365150; Krisinda v. Loyal Source Government Services LLC – U.S. District Court, California Southern District, Case No. 3:20-cv-879-LAB-NLS; Ettedgui v. WB Studio Enterprises Inc – U.S. District Court, California Central District, Case No. 2:20-CV-08053-MCS (MAAx); Fernandez v. Nuvision Federal Credit Union – Orange County Superior Court, Case No. 30-2020-01161691-CU-OE-CJC; Aviles v. UPS Supply Chain Solutions, Inc. – Riverside County Superior Court, Case No. RIC2000727; Alcocer v. DSV Solutions, LLC – San Bernardino Superior Court, Case No. CIVDS2010345; Wilson v. Wholesome Harvest Baking, LLC – U.S. District Court, California Northern District, Case No. 4:20-cv-05186-YGR; Gregory v. Verio Healthcare, Inc. – Los Angeles County Superior Court, Case No. 20STCV37254; Rose v. Impact Group, LLC – Orange County Superior Court, Case No. 30-2020-01141107-CU-OE-CXC; Monasterio v. Citibank, N.A. – San Mateo County Superior Court, Case No. 20-CIV-03650; Martinez-Lopez v. Medamerica, Inc. – San Diego County Superior Court, Case No. 37-2020-00034393-CU-OE-CTL; Cox v. PRB Management, LLC – Solano County Superior Court, Case No. FCS055514; Nash v. K. Hovnanian Companies, LLC – Riverside County Superior Court, Case No. RIC2003319; Kyler v. Harbor Freight Tools USA, Inc. – San Diego County Superior Court, Case No. 37-2020-00015828-CU-OE-CTL; Roberts v. Solantic Corporation – Los Angeles County Superior Court, Case No. 20STCV41117; Price v. Mistras Group, Inc. – Los Angeles County Superior Court, Case No. 20STCV22485; Macias v. ABM Electrical & Lighting Solutions, Inc. – San Diego County Superior Court, Case No. 37-2020-00024997-CU-OE-CTL; Basu-Kesselman v. Garuda Labs, Inc. – San Francisco County Superior Court, Case No. CGC-20-585229; Armstrong v. Prometric LLC – Los Angeles County Superior Court, Case No. 20STCV29967; Ashlock v. Advantis Medical Staffing, LLC – San Diego County Superior Court, Case No. 37-2020-00022305-CU-OE-CTL; Wilson v. WXI Global Solutions, LLC – Los Angeles County Superior Court, Case No. 20STCV25007; Gandhale v. Select Rehabilitation, LLC – Monterey County Superior Court, Case No. 20CV002240; Starvoice v. G4S Secure Solutions (USA) Inc. – San Diego County Superior Court, Case No. 37-2020-00029421-CU-OE-CTL; Mbise v. Axlehire, Inc. – Alameda County Superior Court, Case No. RG20067350; Points v. C&J Services, Inc. – Kern County Superior Court, Case No. BCV-20-102483; Marshall v. PHI Air Medical, LLC – Lassen County Superior Court, Case No. 62973; Jauregui v. Cyctec Engineered Materials, Inc. – Orange County Superior Court, Case No. 30-2020-01164932-CU-OE-CXC

EXHIBIT 4

LAFFEY MATRIX

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Year	Adjustmt Factor**	Paralegal/ Law Clerk	Years Out of Law School *				
			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)

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

January 5, 2024

VIA ONLINE FILING

California Labor & Workforce Development Agency

Attn. PAGA Administrator
800 Capitol Mall, MIC-55
Sacramento, California 95814

VIA U.S. CERTIFIED MAIL

NORTHGATE GONZALEZ MARKETS, INC.

Agent for Service of Process
RICHARD E STREZA
40 PACIFICA SUITE 1500
IRVINE, CA 92618

**Re: Notice of Labor Law Violations, California Labor Code Section 2698 Et. Seq. to
NORTHGATE GONZALEZ MARKETS, INC. and DOES 1 through 100, inclusive**

Dear Labor and Workforce Development Agency Representative,

We are writing on behalf of Patricia Arellano (“EMPLOYEE”) who seeks penalties from NORTHGATE GONZALEZ MARKETS, INC. and DOES 1 through 100, inclusive (hereinafter, collectively “EMPLOYERS”), on EMPLOYEE’s own behalf, on behalf of the State of California, and on behalf of all non-exempt, hourly-paid employees who worked for EMPLOYERS during the relevant statutory period for violations of the California Labor Code and applicable wage law, including but not limited to:

California Labor Code sections 201, 202, 203, 204, 206, 226(a), 226.7, 226.8, 246, 510, 512(a), 1174(d), 1174.5, 1182.12, 1194, 1197, 1197.1 1198, 2753, and 2802.

EMPLOYEE intends to seek civil penalties, attorney’s fees, costs, and any and all other available relief for violations of the California Labor Code made recoverable under sections 2698, *et seq.*, the Labor Code Private Attorney General Act of 2004 (“PAGA”). EMPLOYEE seeks relief on EMPLOYEE’S own behalf, on behalf of the State of California, and on behalf of all other non-exempt, hourly-paid employees who were employed by EMPLOYERS (“AGGRIEVED EMPLOYEES”).

This Notice is sent in compliance with and pursuant to the reporting requirements of California Labor Code section 2699.3. **This Notice also serves to demonstrate EMPLOYEE’s good-faith attempt at settlement with EMPLOYERS. If EMPLOYERS are interested in settling this matter, EMPLOYERS are encouraged to contact HAIG B. KAZANDJIAN LAWYERS, APC using the contact information provided in this Notice.**

This Notice is sent on behalf of all non-exempt, hourly-paid employees of NORTHGATE GONZALEZ MARKETS, INC.. The AGGRIEVED EMPLOYEES worked for all of the

**HAIG B.
KAZANDJIAN**
LAWYERS | APC

EMPLOYERS or for any of the EMPLOYERS as non-exempt, hourly-paid employees. Nothing in this Notice should be interpreted as limiting the representative class to non-exempt, hourly-paid employees who worked for all EMPLOYERS only.

The definition of “EMPLOYER” for purposes of the California Labor Code includes irregular working arrangements, and was specifically drafted in order to prevent evasion and subterfuge of California’s labor laws. To that end, EMPLOYEE is informed and believes, and based thereon alleges, that EMPLOYERS, including any as of now unknown entities, must be classified as joint-employers for purposes of liability for civil penalties under PAGA. As such, EMPLOYERS are each liable for civil penalties for violation of the California Labor Code as to EMPLOYEE and the other Aggrieved Employees.

This Notice further reserves EMPLOYEE’s right to amend and/or add to this Notice, upon discovery of new information, additional violations of the California Labor Code and/or individuals and/or EMPLOYERS responsible for same. Any further amendments and changes to this notice shall relate back to the date of this notice.

Factual Background

EMPLOYERS, jointly and/or separately, employed EMPLOYEE as an hourly-paid, non-exempt employee at its 1201 Magnolia St. Anaheim, CA 92801, 425 S Soto St, Los Angeles, CA 90033, and 2323 W Olympic Blvd, Los Angeles, CA 90006 locations. EMPLOYEE was hired on or about December 1, 2014 and continues to work for EMPLOYERS as of the date of this Notice. As an employee of EMPLOYERS, EMPLOYEE’s job title is Cake Decorator from on or about 12/1/2014 until on or about 3/2/2022, Accounts Payable Clerk from on or about 3/2/2022 until present. As a cake decorator, tasked with decorating and preparing cakes for purchase in the store, taking orders and creating display cakes. As an Accounts Payable Clerk, tasked with performing data entry, reviewing statements, processing checks and invoices, reviewing vendor accounts, and processing internal and external mail.

EMPLOYEE is informed, believes, and thereupon alleges that EMPLOYERS are California Stock Corporation, licensed to do business and/or are doing business in California. EMPLOYERS operate as a full-service supermarket and a range of domestic and imported grocery with locations all around California, including Los Angeles.

EMPLOYEE is informed, believes, and thereupon alleges that at all relevant times, the above-named EMPLOYERS instituted and implemented standard practices and procedures for all non-exempt, hourly-paid employees in California. This includes, but is not limited to, payroll processing, dissemination of wage statements, oversight and approval of rest breaks, meal breaks, and timekeeping.

EMPLOYEE seeks penalties on behalf of the State of California and all current and former hourly-paid, non-exempt employees who worked for each of the EMPLOYERS and/or either of the EMPLOYERS during the relevant time period pursuant to California Labor Code section 2698,

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et. seq., the Labor Code Private Attorneys General Act of 2004 (“PAGA”). The purpose of this letter is to comply with the statutory requirements of California Labor Code section 2699.3 and shall constitute notice of the same.

The facts¹ of the aforementioned violations of the California wage-and-hour laws include, but are not limited to, the facts referenced herein.

Violation of Labor Code 226, 432, 1198.5 (Failure to Provide Employment Records)

California Labor Code Section 226 provides, “An employer who receives a written or oral request to inspect or copy records pursuant to subdivision (b) pertaining to a current or former employee [records of hours worked and wages paid]... shall comply with the request as soon as practicable, but no later than 21 calendar days from the date of the request.”

California Labor Code Section 432 provides, “If an employee signs any instrument relating to the obtaining or holding of employment, he shall be given a copy of the instrument upon request.”

California Labor Code Section 1198.5 provides that every employee shall be permitted to inspect and obtain a copy of their personnel records upon request.

In accordance with the process set out in Labor Code Section 226, EMPLOYEE requested, in writing by letter via certified first-class mail to EMPLOYERS and regular first-class mail to EMPLOYERS, that EMPLOYERS provide EMPLOYEE with EMPLOYEE’S wage and payroll history, all documents signed by EMPLOYEE pursuant to Labor Code Section 432, and a copy of EMPLOYEE’S personnel records pursuant to Labor Code Section 1198.5.

The time periods provided to EMPLOYERS by Labor Code Sections 226, 432, 1198.5 and any other relevant statutes have elapsed since EMPLOYERS received EMPLOYEE’S correspondence requesting documents pursuant to Labor Code Section 226, 432, and 1198.5, and a copy of EMPLOYEE’S personnel records pursuant to Labor Code Section 1198.5.

Pursuant to the foregoing, EMPLOYEE is entitled to recover a \$750 penalty pursuant to Labor Code Section 226(f), a \$750 penalty pursuant to Labor Code Section 1198.5(k), and reimbursement for costs, including attorney’s fees as afforded under applicable law, including, but not limited to, Labor Code Sections 226(f) and 1198.5(k).

Violation of Labor Code 510 (Overtime and Double Time)

California Labor Code sections 510 and the applicable Wage Orders require employers to pay employees working more than eight (8) hours in a day or more than 40 hours in a week at the rate of at least time-and-one-half (1.5) times their regular rate of pay (“overtime”) for time such worked, and two (2) times their regular rate of pay (“double time”) for such hours worked in excess

¹ EMPLOYEE reserves the right to present and/or reference further evidence as it is discovered.

of 12 hours in a day. “Regular rate” includes all remuneration, including non-discretionary bonuses and incentives.

During the relevant time period, EMPLOYEE and other AGGRIEVED EMPLOYEES regularly worked in excess of eight (8), and in excess of 12, hours in a workday and/or 40 hours in a workweek.

EMPLOYERS routinely required this work to be performed before and/or after scheduled shifts, and/or during off-the-clock meal breaks, and/or during rest breaks. As a consequence, EMPLOYERS willfully failed to pay EMPLOYEE and other hourly-paid, non-exempt employees the wages to which they were entitled.

Pursuant to the foregoing, EMPLOYERS violated California Labor Code section 510 and the applicable Wage Orders. EMPLOYEE and other AGGRIEVED EMPLOYEES are entitled to civil penalties, attorney’s fees, costs, and interest thereon, pursuant to Labor Code sections 558, 1194, and/or 2699(a), (f)-(g).

Violation of Labor Code 226.7 and 512(a) (Meal and Rest Breaks)

California Labor Code sections 226.7, 512(a), and the applicable Wage Orders require employers to pay employees one (1) additional hour of pay at the employees’ regular rate for each work day that a legally compliant meal and/or rest break was not provided.

Employers cannot require, cause, or permit an employee to work more than five (5) hours per day without providing an uninterrupted meal break. If an employee works over ten (10) hours in a workday, employers are required to either provide a second, uninterrupted 30-minute meal break or pay employees an additional one (1) hour of pay at the employees’ regular rate.

If the employer fails to properly record a valid meal period, it is presumed that no meal period was provided.

Furthermore, no employer shall require an employee to work during any rest period. Rest periods requirements are based on the total hours worked; employees are legally entitled to ten (10) minutes per four (4) hours, or major fraction thereof, that employee worked.

The California Supreme Court opinion in *Ferra v. Loews Hollywood Hotel, LLC* holds that, similar to the requirement that employers pay overtime at the “regular rate of pay” (which includes commissions, bonuses or other nondiscretionary pay), employers are required to pay meal and rest break premiums at a regular rate that includes commissions, bonuses or other non-discretionary pay. EMPLOYEES alleges that EMPLOYERS failed to include the non-discretionary bonuses in its calculations for meal and/or rest period penalties.

EMPLOYERS failed to provide EMPLOYEE and other AGGRIEVED EMPLOYEES with the required rest and meal break periods. EMPLOYEE and other AGGRIEVED EMPLOYEES were routinely required to work through these periods instead, because of

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understaffing, inadequate coverage, unreasonably high workload and expectations, and/or other actions, inactions, or decisions made by and within the sole control and discretion of EMPLOYERS.

EMPLOYEE and other AGGRIEVED EMPLOYEES worked shifts in excess of five (5) hours without a meal break, and worked shifts of ten (10) hours or more without a second meal break, due to understaffing, inadequate coverage, unreasonably high workload and expectations, and/or other actions, inactions, or decisions made by and within the sole control and discretion of EMPLOYERS.

EMPLOYEE is informed and believes, and based thereon alleges, that any purported appearance of meal and rest break compliance is because EMPLOYERS systematically and routinely clocked out for and/or otherwise altered the timekeeping records of EMPLOYEE and other AGGRIEVED EMPLOYEES in an attempt to hide the aforementioned infractions. EMPLOYERS, knowingly and contrary to law and public policy, employed a tactic of clocking-out employees for rest and/or meal periods that were never taken and/or otherwise falsified or altered timekeeping records.

EMPLOYERS knew, or should have known, that their behavior caused EMPLOYEE and other AGGRIEVED EMPLOYEES to work through the above-described meal and/or rest periods. As a company-wide policy, EMPLOYERS still chose not to pay meal and rest period premiums required by law.

Pursuant to the foregoing, EMPLOYERS violated California Labor Code sections 226.7, 512(a), and 1198. EMPLOYEE and other AGGRIEVED EMPLOYEES are entitled to civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 558, and/or 2699(a), (f)-(g), and any and all other applicable law.

Violation of Labor Code 1182.12, 1194, 1197, and 1197.1 (Minimum Wage)

California Labor Code sections 1182.12, 1194, 1197, and 1197.1 require employers to pay the minimum wage as set by the IWC. California Labor Code section 1182.12, as amended by Senate Bill 3, Chapter 4, Section 3, defines the minimum wage as;

- (1) For any employer who employs 26 or more employees:
 - (A) From January 1, 2017, to December 31, 2017, \$10.50 per hour.
 - (B) From January 1, 2018, to December 31, 2018, \$11 per hour.
 - (C) From January 1, 2019, to December 31, 2019, \$12 per hour.
 - (D) From January 1, 2020, to December 31, 2020, \$13 per hour.
 - (E) From January 1, 2021, to December 31, 2021, \$14 per hour.
 - (F) From January 1, 2022, and until adjusted by subdivision (c) \$15 per hour.
- (2) For any employer who employs 25 or fewer employees:
 - (A) From January 1, 2018, to December 31, 2018, \$10.50 per hour.
 - (B) From January 1, 2019, to December 31, 2019, \$11 per hour.
 - (C) From January 1, 2020, to December 31, 2020, \$12 per hour.

- (D) From January 1, 2021, to December 31, 2021, \$13 per hour.
- (E) From January 1, 2022, to December 31, 2022, \$14 per hour.
- (F) From January 1, 2023, and until adjusted by subdivision (c) \$15 per hour.

The minimum wage standard applies to each hour employees worked for which they were not paid. Therefore, employer's failure to pay for any particular hour worked by an employee is unlawful even if averaging an employee's total pay over all hours worked, paid or not, results in an average hourly wage above minimum wage.

As alleged throughout this Notice, due to the company-wide failures of EMPLOYERS, EMPLOYEE and other AGGRIEVED EMPLOYEES were forced to work off-the-clock, and/or during rest breaks, and/or during meal breaks. EMPLOYERS failed to pay EMPLOYEE and other AGGRIEVED EMPLOYEES minimum wage for this time and/or falsified timekeeping records to hide this fact.

Pursuant to the foregoing, EMPLOYEE and other AGGRIEVED EMPLOYEES are entitled to civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 1197.1, and/or 2699(a), (f)-(g), and any and all other applicable law.

Violation of Labor Code 226(a), 1174(d), and 1198 (Accurate Employment Records)

California Labor Code 226(a) requires employers to create and provide to employees true and accurate employment records. California Labor Code section 226(e) provides that if an employer fails to furnish an employee with same, the employee is entitled to recover the greater of all actual damages, or \$50.00 for an initial infraction, and \$100 per employee for each subsequent violation in any pay period. California Labor Code 226.3 imposes civil penalties on any employer in violation of section 226(a) at \$250 per employee violation in an initial citation, and \$1,000 per employee for each subsequent violation.

California Labor Code 1174(d) requires employers to keep payroll records showing hours worked, and wages paid to and/or number of piece-rate units earned, for all employees. California Labor Code section 1174.5 subjects employers to a \$500 penalty for failing to maintain same.

California Labor Code section 1198 provides that maximum hours and standard conditions of labor are fixed by the Labor Commissioner in the applicable Wage Orders. Pursuant to the applicable Wage Order, employers must keep accurate records of when employees begin and end each work period and each meal period.

EMPLOYERS knowingly provided employees with records that do not meet the statutory requirements of truth and accuracy, because EMPLOYERS failed to truthfully and accurately document, among other things, employees off-the-clock work. As a result, EMPLOYERS failed to list the correct amount of gross and/or net wages earned by EMPLOYEE and the other AGGRIEVED EMPLOYEES.

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The statements in question are deficient in many other ways, including, but not limited to: failure to list total hours worked, failing to list applicable hourly rates and the numbers of hours worked at each rate, failure to list piece-rate units earned and the applicable piece-rate, failure to list deductions, failure to track sick leave, failure to list the employee and SSN/EID properly, failure to list the full legal name and address of the employer, failure to list inclusive dates for which employees are paid, failure to provide employees with the ability to easily access wage statements and get hard copies at no expense to the employee, and/or failure to state all hours worked as a result of off-the-clock work.

EMPLOYERS willfully failed to maintain accurate payroll records for EMPLOYEE and other AGGRIEVED EMPLOYEES as a result of EMPLOYERS failure to accurately record employees rest breaks, and/or meal breaks, and/or off-the-clock work. EMPLOYERS failure makes it impossible for EMPLOYEE and other AGGRIEVED EMPLOYEES to accurately determine the extent of their underpayment, thereby causing further injuries to each of them.

Pursuant to the foregoing, EMPLOYER is in violation of California Labor Code Sections 226(a), 1174(d), and 1198. EMPLOYEE and other AGGRIEVED EMPLOYEES are entitled to civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 226(e), 226.3, 1174.5, and/or 2699(a), (f)-(g), and any and all other applicable law.

Violation of California Code of Regulations - Applicable Wage Order (Reporting Time)

California Code of Regulations, applicable Wage Order provides that for each workday when an employee is required to and does in fact report to work, but is either not put to work or is furnished less than half of said employee's usual scheduled day's work, that employee should be paid for no less than half, and in no event less than two (2) hours, of the employees regular rate of pay.

EMPLOYEE and other AGGRIEVED EMPLOYEES were told by EMPLOYERS to report to work and were either not put to work or were furnished less than half of said employee's usual scheduled day's work. EMPLOYERS routinely failed to pay the required reporting time wages to EMPLOYEE and other AGGRIEVED EMPLOYEES for each of these instances.

Pursuant to the foregoing, EMPLOYEE and other AGGRIEVED EMPLOYEES are entitled to civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 1197.1 and/or 2699(a), (f)-(g), and any and all other applicable law.

Violation of California Code of Regulations – Applicable Wage Order (Split Shifts)

California Code of Regulations applicable Industry Wage Order provides that when an employee works a "split shift", one (1) hour's pay at the State or local minimum wage (whichever is greater) must be paid in addition to the minimum wage for that workday. A "split shift" is defined as a work schedule which is interrupted by non-paid, non-working periods established by the employer, other than *bona fide* rest or meal periods.

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EMPLOYERS routinely scheduled EMPLOYEE and other AGGRIEVED EMPLOYEES for multiple different shifts throughout the same workday, separated by periods other than *bona fide* rest or meal breaks. EMPLOYERS failed to pay EMPLOYEE and other AGGRIEVED EMPLOYEES one (1) hour's pay at the applicable minimum wage, which resulted in EMPLOYEE and other AGGRIEVED EMPLOYEES being paid less than the applicable minimum wage for that day. As a further consequence, EMPLOYERS also failed to separately list "split shift" payments on EMPLOYEE and other AGGRIEVED EMPLOYEES wage statements.

Pursuant to the foregoing, EMPLOYEE and other AGGRIEVED EMPLOYEES are entitled to civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 1197.1 and/or 2699(a), (f)-(g), and any and all other applicable law.

Violation of Labor Code 204 (All Wages Paid on Time)

California Labor Code section 204 requires that all wages earned, other than those due upon termination, be paid on time as defined by the statute.

As a result of the numerous company-wide failures of EMPLOYERS as described throughout this Notice, EMPLOYERS failed to pay EMPLOYEE and other AGGRIEVED EMPLOYEES all wages due to them, including, but not limited to: failure to list total hours worked, failing to list applicable hourly rates and the numbers of hours worked at each rate, failure to list piece-rate units earned and the applicable piece-rate, failure to list deductions, failure to track sick leave, failure to list the employee and SSN/EID properly, failure to list the full legal name and address of the employer, failure to list inclusive dates for which employees are paid, failure to provide employees with the ability to easily access wage statements and get hard copies at no expense to the employee, and/or failure to state all hours worked as a result of off-the-clock work, within the statutorily required time period.

Pursuant to the foregoing, EMPLOYERS are in violation of California Labor Code Sections 204. EMPLOYEE and other AGGRIEVED EMPLOYEES are entitled to civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 203, 210 and/or 2699(a), (f)-(g), and any and all other applicable law.

Violation of Labor Code 201, 202, and 203 (Timely Payment Upon Discharge or Resignation)

California Labor Code sections 201, 202, and 203 provide that employees who are terminated are due all wages earned immediately. Employees who resign their employment without giving 72 hours' notice are due all wages earned within 72 hours of their resignation. Employees who resign their employment giving 72 hours' notice are entitled to all wages earned at the time their resignation becomes effective.

The California Supreme Court in *Naranjo v. Spectrum Security Services* (2022) 13 Cal.5th 93, 102 held that missed-break premium pay is indeed wages subject to the Labor Code's timely payment and reporting requirements, and it can support section 203 waiting time penalties and section 226 wage statement penalties. EMPLOYERS failed to pay EMPLOYEE and other

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AGGRIEVED EMPLOYEES an additional hour of pay at their regular rate of compensation for each date on which it failed to provide legally compliant rest periods and/or meal periods. As set forth in *Naranjo v. Spectrum Security Services, Inc.* (2022) 13 Cal.5th 93, 102 missed-break premium pay are wages subject to the Labor Code's timely payment and reporting requirements, thus EMPLOYERS failure to pay EMPLOYEE and other AGGRIEVED EMPLOYEES constitutes a violation of California Labor Code Section 226.9. EMPLOYERS failed to pay EMPLOYEE and other AGGRIEVED EMPLOYEES an additional hour of pay at their regular rate of compensation for each date on which it failed to provide legally compliant rest periods and/or meal periods. As set forth in *Naranjo v. Spectrum Security Services, Inc.* (2022) 13 Cal.5th 93, 102 missed-break premium pay are wages subject to the Labor Code's timely payment and reporting requirements, thus EMPLOYERS failure to pay EMPLOYEE and other AGGRIEVED EMPLOYEES constitutes a violation of California Labor Code Section 201-203.

Due to the company-wide failures of EMPLOYERS as described throughout this Notice, EMPLOYEE alleges that EMPLOYERS failed to pay other AGGRIEVED EMPLOYEES timely wages upon their discharge or resignation pursuant to Labor Code sections 201, 202, and 203.

Pursuant to the foregoing, EMPLOYEE and other AGGRIEVED EMPLOYEES are entitled to civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 201, 202, 203, and 2699(a), (f)-(g), and any and all other applicable law.

Violation of Labor Code 2800, 2802 (Reimbursement of Necessary Expenditures)

California Labor Code Sections 2800 and 2802 require that an employer indemnify employees for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of their duties.

EMPLOYEE and other AGGRIEVED EMPLOYEES were directed and expected to incur personal expenses on behalf of EMPLOYERS while performing their job duties. Such personal expenses include, but are not limited to, use of personal cell phone, internet, travel expenses, and parking expenses. EMPLOYEE and the other AGGRIEVED EMPLOYEES would not have been able to successfully accomplish their job duties absent incurring these personal expenses. EMPLOYERS failed to indemnify EMPLOYEE and other AGGRIEVED EMPLOYEES for all necessary expenditures or losses accordingly.

Pursuant to the foregoing, EMPLOYEE and other AGGRIEVED EMPLOYEES are entitled to civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 2699(a), (f)-(g), and any and all other applicable law.

Violation of Labor Code 246 (Notice of Paid Sick Time and Accrual)

California Labor Code section 246 provides that an employee who works for the same employer for more than 30 days is entitled to paid sick days. Paid sick leave is to accrue at a rate not less than one (1) hour per every 30 hours worked, such accrual beginning at the commencement

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KAZANDJIAN**
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of employment. Employers must provide employees with written notice setting the amount of sick leave available (or paid time off in lieu thereof) for use on either itemized wage statements (as described in Labor Code section 226) or in a separate writing accompanying such wage statements.

EMPLOYEE was hired on or about December 1, 2014 and continues to work for EMPLOYERS as of the date of this notice. EMPLOYEE and other AGGRIEVED EMPLOYEES worked for EMPLOYERS for more than 30 days, triggering the protections of Labor Code section 246.

Nevertheless, EMPLOYER failed to furnish upon EMPLOYEE and other AGGRIEVED EMPLOYEES, either on itemized wage statements or in a separate writing accompanying such wage statements, the amount of sick leave available to EMPLOYEE and other AGGRIEVED EMPLOYEES.

As such, EMPLOYERS unlawfully retained and continue to retain paid sick leave that should have been paid to EMPLOYEE and the other AGGRIEVED EMPLOYEES but for EMPLOYERS' failure to properly institute and/or adhere to a legally compliant paid sick leave program. EMPLOYEE is informed and believes, and based thereon alleges, that these practices were experienced and continue to be experienced by the other AGGRIEVED EMPLOYEES.

Pursuant to the foregoing, EMPLOYERS are in violation of California Labor Code Section 246. EMPLOYEE and other AGGRIEVED EMPLOYEES are entitled to civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 2699(a), (f)-(g), 248.5(e) and any and all other applicable law.

California Labor Code 558(a) (Civil Penalties)

California Labor Code section 558(a) provides that any employer, including individuals acting on behalf of employers, that violates, or causes to be violated, a section of the Labor Code or any applicable Wage Orders are subject to the following penalties;

- \$50 for any initial violation for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover unpaid wages;
- \$100 for each subsequent violation for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount to recover unpaid wages;

Labor Code section 558.1 permits joint and several liability as to both an individual and employer for violations of Labor Code sections 203, 226, 226.7, 1194, and 2802. Labor Code section 558(c) provides that the penalties in this section are in addition to any other civil penalty.

EMPLOYERS were and are an employer, and violated EMPLOYEE'S and other AGGRIEVED EMPLOYEES' rights by violating, or causing to be violated, various sections of this code as described throughout this notice letter.

Conclusion

Pursuant to California Labor Code sections 2699(a), 2699.3(a), 2699.3(c), 2699.5, and 558, EMPLOYEE, acting in the public interest as Private Attorney General, seeks the applicable penalties for themselves, all other AGGRIEVED EMPLOYEES, and the State of California against EMPLOYERS for violations of Labor Code sections, including, but not limited to: California Labor Code sections 201, 202, 203, 204, 206, 226(a), 226.7, 226.8, 246, 510, 512(a), 1174(d), 1174.5, 1182.12, 1194, 1197, 1197.1 1198, 2753, and 2802.

If you have questions or require additional information, please do not hesitate to contact us. Thank you in advance for your attention to this matter.

Very truly yours,

Haig B. Kazandjian Lawyers, APC

A handwritten signature in blue ink, appearing to read 'Haig B. Kazandjian', is positioned above the printed names of the signatories.

Haig B. Kazandjian, Esq.
Cathy Gonzalez, Esq.

EXHIBIT 6

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.

EXHIBIT 7

1 **BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP**

2 Norman B. Blumenthal (SBN #068687)

3 Kyle R. Nordrehaug (SBN #205975)

4 Aparajit Bhowmik (SBN #248066)

5 Nicholas J. De Blouw (SBN #280922)

6 Sergio J. Puche (SBN# 289437)

7 2255 Calle Clara

8 La Jolla, CA 92037

9 Telephone: (858) 551-1223

10 Facsimile: (858) 551-1232

11 Attorneys for Plaintiffs

12 *Additional Counsel on following page.*

13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

14 **IN AND FOR THE COUNTY OF LOS ANGELES**

15 PATRICIA ARELLANO, MARIA IBANEZ, on
16 behalf of All Aggrieved Employees only;

17 Plaintiffs,

18 v.

19 NORTHGATE GONZALEZ MARKETS, INC.,
20 and DOES 1 through 50, inclusive,

21 Defendants.

Case No. **24STCV10515**

**DECLARATION OF ANTHONY
ROGERS**

Judge: Hon. Rupert A. Byrdsong
Dept.: 318

Action Filed: June 7, 2023
Trial Date: Not Set

1 **HAIG B. KAZANDJIAN LAWYERS, APC**

2 Haig B. Kazandjian, Bar No. 278622

3 haig@hbklawyers.com

4 Cathy Gonzalez, Bar No. 310625

5 cathy@hbklawyers.com

6 Melissa Robinson, Esq. Bar No.: 336951

7 melissa@hbklawyers.com

8 801 North Brand Boulevard, Suite 1015

9 Glendale, California 91203

10 Phone: (818) 696-2306 | Fax: (818) 696-2307

11 Attorneys for Plaintiffs

12 Joseph Lavi, Esq. (SBN 209776)

13 Vincent C. Granberry, Esq. (SBN 276483)

14 James Clark (SBN 349799)

15 **LAVI & EBRAHIMIAN, LLP**

16 8889 W. Olympic Boulevard, Suite 200

17 Beverly Hills, California 90211

18 Telephone: (310) 432-0000

19 Facsimile: (310) 432-0001

20 jlavi@lelawfirm.com

21 vgranberry@lelawfirm.com

22 Attorneys for Plaintiffs.

DECLARATION OF ANTHONY ROGERS

1
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3 1. I am a resident of the United States of America and am over the age of 21. I am the Senior
4 VP for ILYM Group, Inc., (herein after referred to as “ILYM Group”), a professional class action services
5 provider. I am preparing this declaration at the request of Plaintiff’s Counsel. I have personal knowledge
6 of the facts herein, and, if called upon to testify, I could and would testify competently to such facts.

7 2. ILYM Group has extensive experience in disseminating PAGA settlements and
8 administering class action settlements, including direct mail services, telephone, and web-based support,
9 database management, opt-out processing, and settlement fund distribution services for class actions
10 ranging in size from 26 to 4.5 million Class Members. Attached hereto, as **Exhibit A**, is a true and correct
11 copy of ILYM Group’s current CV, reflecting our primary competencies as they relate to class action
12 administration. Attached hereto, as **Exhibit B** is ILYM Group’s Security Summary and Protocol. ILYM
13 Group is insured with E&O and Cyber Insurance policies.

14 3. ILYM Group has never had any financial interests in nor affiliation with the parties or
15 counsel in the *Northgate Gonzalez Market, Inc.* matter.

16 4. Upon appointment, ILYM Group will provide a mailing address and toll-free telephone
17 number to receive correspondence and inquiries from aggrieved employees. After receiving the data file
18 from Defendant, which should contain the aggrieved employees’ names, last known addresses, and social
19 security numbers, ILYM Group will upload the data into our database and check for duplicates and other
20 possible discrepancies.

21 5. As part of the preparation for notice and disbursement, ILYM Group will process aggrieved
22 employees’ names and addresses against the National Change of Address (“NCOA”) database, maintained
23 by the United States Postal Service (“USPS”), to update and confirm the mailing addresses of the aggrieved
24 employees before the mailing of the notice. To the extent an updated address is found in the NCOA
25 database, ILYM Group will use the updated address for mailing the notice. If ILYM Group does not locate
26 an updated address in the NCOA database, it will use the original address provided by Defendant for
27 mailing the notice.

28 6. ILYM Group’s Disbursement Process will include but is not limited to; (a) applying for

1 case EIN; (b) establishing Qualified Settlement Fund ((QSF) Escrow Account), with administering tasks
2 including but not limited to overview and reconciliation of account; (c) calculating the individual settlement
3 amounts; (d) preparing, administering, and distributing settlement award checks to the Participating
4 Aggrieved Employees, including necessary tax forms (W2 and/or 1099); (e) calculating and withholding
5 all applicable state and federal taxes; (f) should any disbursements be returned to ILYM Group's office as
6 undeliverable, ILYM Group will attempt to locate an updated address using the NCOA database and/or
7 other skip trace efforts and will promptly remail the disbursement; (g) performing other such duties as the
8 Parties and/or the Courts direct. The above services are included in ILYM Group's initial quote. Attached
9 hereto, as **Exhibit C**, is a true and correct copy of ILYM Group's quote for this matter.

10 7. ILYM Group's fees associated with the administration of this settlement are: **\$38,650.00**.

11 I declare, under penalty of perjury under the laws of the State of California that the foregoing is
12 true and correct. Executed this 31st day of August 2026, at Tustin, California.
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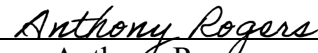
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17 Anthony Rogers
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EXHIBIT “A”

Overview of Our Firm:

ILYM Group, Inc is a class action administration, legal notification and direct media outlets firm. With over 20 years of combined experience, our primary commitments are to client satisfaction, cutting edge technology and data management security, seamless case management and delivery of case expectations. Because, of our adherence to these commitments, ILYM Group, Inc is a one of the fastest growing, Woman Owned Business (NAPW), in the industry and is becoming the go-to firm for class action administration and legal notification. ILYM Group, Inc works with the top defense and plaintiff firms across the United States.

AREAS OF EXPERTISE:

- Wage and Hour
- FLSA
- Insurance and Health Care
- Consumer
- Finance
- Employment and Labor
- Securities
- Antitrust
- TCPA

Malta vs. Wells Fargo Home Mortgage Inc.

- TCPA Case with a class size of 5,200,000.

Gerardo Mojica vs. Compass Group USA, Inc.

- Wage & Hour Case with a class size of 22,573

Jacqueline Jones vs. I.Q. Data International, Inc.

- TCPA Case with a class size of 93,993. Performed a reverse look-up to obtain Class Member information. We were able to obtain contact information for 93.82% of the Class that did not have a name or address.

Grinder, et al. v. Clark County Collection Service, LLC.

- TCPA Case with a class size of 15,659. Performed a reverse look-up to obtain Class Member information. We were able to obtain contact information for 97% of the Class that did not have a name or address.

Kimberly Roberts, et al. v. T.J. Maxx of CA, LLC, et al.

- Wage & Hour Case with a class size of 82,549.

Reza Barani vs. Wells Fargo Bank, N.A.

- TCPA Case with a class size of 82,874. Performed a reverse look-up to obtain Class Member information. We were able to obtain contact information for 87.84% of the Class that did not have a name or address.

Blaise Picchi et al., vs. World Financial Network Bank, et al.

- TCPA Case with a class size of 856,507. Performed a reverse look-up to obtain Class Member information. We were able to obtain contact information for 93.21% that did not have a valid address associated with the contact record.

ILYM | GROUP, Inc.

SETTLEMENT ADMINISTRATION EXPERTS

ILYM Group, Inc. is operational 24/7 delivering true client and class member availability. Our call center is open 24/7/365 days a year, even holidays and is full digital, automated and multilingual. ILYM Group Inc.'s mail and media center is a state-of-the-art facility, fully digital and USPS integrated. We can accommodate cases of any size, from ten class members to multi-millions. ILYM Group, Inc. prides itself on its commitment to service, quality, value pricing and availability. We've committed ourselves to being the best Class Action Administration and Notification Company in our industry. Through our years of experience, ILYM Group, Inc. is dedicated to exceeding our client's expectations.

PRE-SETTLEMENT CONSULTATION

- **Administration Consultation:** Meeting to determine objectives and expectations by both parties. All reporting and responsibilities will be agreed upon as will the seamless process to access data. We will also discuss the opportunities to identify class members with the proposed print and web-based media for optimum reach. Additionally, all expectations and delivery of those results will be planned for and mapped accordingly.

MAILING AND NOTIFICATION

- **Fulfillment and Correspondence:** All provided settlement information will be published via United States Postal Service (USPS first class standards) to the proposed mailing class. Notifications will include a Claim ID and how to respond, or Opt-Out, based on the stipulations.
- **Reverse Lookup:** A confidential reverse phone or reverse cell lookup will provide; owner's name, location, address history, carrier, phone type (landline or cell phone) and more. Our reverse lookup is powered by an extensive database which includes hundreds of millions of cell phone, landline, residential and unlisted number. Our software collects data from multiple data sources and carriers across the US. Our average "hit ratio" ranges from 93% - 98%.
- **Creating Class Database:** All Data is verified and filtered to eliminate duplication against the United States Postal Service (USPS) National Change of Address (NCOA) database. ILYM Group, Inc. will also certify and validate with the Coding Accuracy Support System (CASS) and Track Your Class (TYC) for zone delivery.
- **Claim Forms:** ILYM Group, Inc. will email all claim forms, whenever possible, to have accurate reporting and tracking of all class requests. Emails will contain full text claim forms.
- **Translations:** When needed, ILYM Group, Inc. will translate notices to any language needed to reach Class members.
- **Remails:** Returned mail will be scanned, re-verified and re-mailed. All returned mail is data warehoused and reported to both parties' counsels in a weekly report.

MEDIA & INTERNET BANNER ADS

Notice Publication

- **Legal Notices:** ILYM Group, Inc. can provide a Media Proposal to maximize reach based on quantitative and qualitative methodologies.
- **Electronic Publication (Banner Ads):** ILYM Group, Inc. will utilize Internet Banner Noticing efforts and web technologies for maximum reach via the World Wide Web.

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SETTLEMENT ADMINISTRATION EXPERTS

- **Electronic Mail Notices:** ILYM Group, Inc. can email an estimated number of class members a full text notice. We are compliant with all search engines and Internet Service Providers (ISP) so that our emails are always “White List” accepted with minimal returns.
- **Reach:** Every case has its own proposed reach and exposure percentage. We filter, verify and scrub the data to improve reach results.
- **Services Included:** Analysis, Documentation, Research and Methodologies, Execution and Reporting.

PROJECT MANAGEMENT

- **Case Notification, Maintenance and Management:** ILYM Group, Inc.’s Senior Project Managers will provide all Account Management, Pre-Consultation to Case Conclusion, Reporting and Claims Processing. Design, negotiation and implementation, upon approval, of all forms and notices, all distribution reporting and filings with the court.
- **Claims Processing:** All claims can be submitted by USPS, Internet, Fax, and Email or Online submission. Claims will be processed and recorded with matching ILYM database ID's. E-claims will have corresponding records of intake. All deficient claims will be notified via USPS and make provisions for class member to re-submit claims.
- **Call Center:** ILYM Group, Inc. will support class members with a toll-free number to get the most up-to-date case settlement information. Customer service representatives will be available 24/7/365 as will recorded messages.
All class members are given the options to best serve their needs and to receive case information.
- **Internet Support:** Class members can log on to a provided website and view, print or submit information and claim forms regarding the settlement. Frequently Asked Questions (FAQ’s) will be provided as well. Class members may download the claim form with mailing and fax instructions provided on the form.
- **Objection and Request for Exclusion:** All objections and request for exclusion, opt-out, will be data warehoused, dated and reported. Postmarks will serve for exclusion dating and will be forwarded to both counsels’ no more than 5 days post submission. Objection will be reviewed by ILYM Group, Inc. to determine the timeliness and basis of the objection. All information will be forwarded to both parties counsel, along with any representation information from the class member, within 5 days.

DATA ADMINISTRATION AND NETWORK SECURITY

- **Network Security:** All provided data is encrypted, stored and hosted in a Tier 4, SAS70 certified environment.
- **Database Administration:** To be developed with all electronically provided data. Class members will be assigned ILYM Group, Inc. internal tracking ID’s to ensure all collected member data coincides with all received claims.

DISTRIBUTION AND SETTLEMENT FUNDING

- ***Distribution and Management:*** Upon receipt of settlement funds, ILYM Group, Inc. will open a QSF Account for proceeds of the Gross Settlement Payment. The deposited funds will then be managed per the Settlement Agreement. All funds will be settled with class members and counsel along with all federal and state income tax reporting.
- ***Check Printing and Mailing:*** Claims processed, quantified and approved by clients, will be processed for distribution. All checks will be printed and mailed via USPS first class standards. ILYM Group, Inc. will reissue checks in accordance with the Settlement Agreement.
- ***Preparation, Filing and Reporting of Taxes:*** ILYM Group, Inc. will ensure taxes are filed in accordance to all federal, state and local employment tax returns. All taxes associated with the settlement will be paid on time to tax authorities. All filings and returns (e.g., 1099s, W-2s, etc.) will be done properly and timely with the appropriate authorities. All QSF steps and obligations with federal, state and/or local law will be followed.

CASE CONCLUSION

- ***Data Manager Final Report:*** All database and electronic documentation will be sent in reports weekly and at the conclusion of the Administration engagement. Call center activity, e-claims, mailed, and faxed claims will be included in all reporting.
- ***Project Manager Final Report:*** All case and class related information will be provided on a weekly basis and at the conclusion of the Administration engagement. Mailing and media final analysis, exclusions, objections, and all other claims processing outcomes, status reports and final court documentations will be included.
- ***Affidavits:*** ILYM Group, Inc. will provide all affidavits in support of analysis and media reach, final approvals and settlement. Expert Testimony and Media Methodologies will be determined.
- ***Document Retention:*** Unless otherwise directed, ILYM Group, Inc. will destroy all undeliverable notices on the effective date of the settlement or when the case is no longer subject to appeal. ILYM Group, Inc. will correspond for one year after the final distribution or until the case is no longer subject to appeal.

EXHIBIT “B”

ILYM Group, Inc. (ILYM) in conjunction with our security and Information Technology (IT) vendor(s), maintains the highest level of confidentiality of class member data. The class data and all forms of communication received by ILYM, will be held in strict confidentiality and will not be disclosed. Data provided to the administrator for purposes of notice, settlement, or award administration will be used solely for settlement implementation and for no other purpose. ILYM will set up a login for Defense Counsel to transmit the class data through our encrypted secure portal. ILYM processes adhere to the Settlement Administration Data Protection Checklist in the Northern District of California and are summarized in the tables below.

Technical Controls

Firewalls and intrusion detection/prevention systems	Yes
Endpoint Detection and Response (EDR) Systems	Yes
Complex Password Requirements	Yes
MultiFactor Authentication for Access to Systems and Data	Yes
Malware Protection and AntiVirus	Yes
Vulnerability Scanning/Pen Testing	Yes
Data Encryption	Yes
Key Management for access to encrypted Data	Yes
Access only provided on need-to-know basis	Yes
Security Operations Center (SOC)	Yes
Managed Detection and Response (MDR)	Yes
Security Information and Event Management (SIEM)	Yes
Software Defined Global Network (SGN) with next gen firewall	Yes

Administrative Policies

Personnel and support staff risk assessment and management, including pre-hire background checks and screening processes	Yes
Personnel and support staff required to enter into non-disclosure and confidentiality agreements	Yes
Access controls to systems and data, including guidance for granting, modifying, and reviewing access rights	
Information security and privacy policy training, including policy review, best practices, and data security	Yes
No remote access to systems for Employees	No
Exit interviews/confirmation that terminated/departed employees are immediately cut off from access	Yes
Robust audits of data privacy policies by third-party vendors	Yes
Accreditation in accordance with ISO 27001 and SOC2 (among the industry standards listed below)	Compliant
Disclosure of external certifications and any notice of expiration	Yes

Crisis and Risk Management

Incident response/disaster plan for immediate response to security incidents such as data breach.	Yes
Process and timing for notification to attorneys, claimants, and other stakeholders of a data breach and consideration of resources and/or remedies to provide thereto	Yes
Vendor management program that determines and defines requirements to manage risk associated with outsourcing	Core Vendors are limited and have been vetted. New program being implemented as part of SOC 2

Physical Access Controls

Physical Access Security Security Guards Access Cards to facilities with assignment of identification card subject to approval and review Logs of Access	Logs and “codes” No cards – just codes No security guards Logs are kept
Alarm Systems	Yes
CCTV recording Systems	Yes

Data Collection and Retention

Minimization of collection of personally identifiable information, e.g., social security numbers and banking information	Yes
Data collection only required to extent necessary for settlement administration	Yes
Various methods for ensuring data protection and security of Data classification (including implementation of appropriate safeguards to protect from theft, loss, and/or unauthorized disclosure, use, access, destruction) Compliance with applicable laws and regulations (see below) Secure data transfer	Yes

Data Destruction

Preservation of data only for so long as required for administration of the settlement and any relevant reporting required following the payments or distributions	Yes
Secure data destruction (e.g., 6 months – 1 year or when no longer required)	Yes
Physical media (e.g., paper, CDs) shredded or destroyed to point where they cannot be reconstructed	Yes
Destruction of all derivative copies and/or back-ups	Yes

Applicable Laws, Standards, and Other Regulation

Industry standards: National Institute of Standards and Technology (NIST), HIPAA, FISMA, System and Organization Controls (SOC1 and SOC2) or more advanced assessment, ISO 27001	Yes
Local, national, international privacy regulations (including CCPA)	Yes

Ethical Rules

Administrative policies and/or employee handbook incorporating commitment to ethical rules (e.g., company, court ethical rules) setting forth standards of ethical and legal behavior	Yes
Enforcement clauses, violation resulting in disciplinary action including and up to termination of employment	Yes

Customer Service Measures

Description of settlement website and posting thereto of relevant privacy policies or statements (including portal for reporting suspected loss of confidential data submitted with claim)	Yes
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Explanation of role of claims administrator and how to prevent phishing (e.g., clear indication that administrator will not request confidential information by e-mail and how to identify a valid e-mail sent from the administrator)	Yes
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EXHIBIT “C”

ILYM | GROUP, Inc.

C L A S S A C T I O N A D M I N I S T R A T I O N

Case Name: Northgate Gonzalez Market, Inc.
Friday, January 16, 2026

Requesting Attorney:

Jeffrey S. Herman
Blumenthal Nordrehaug Bhowmik De Blouw LLP
jeffrey@bamlawca.com
858.260.8349

ILYM Group Contact:

Tony Rogers
ILYM Group, Inc.
TRogers@ilymgroup.com
626.831.0686

Estimate For Administrative Solutions: PAGA

KEY ASSUMPTIONS	
Total Number of Aggrieved Employees	15,210
Estimated Percentage of Remails	15%
Certified Spanish Translation	No
ILYM Group Static Website	Yes
NCOA	Yes
Case Duration (Years)	1

Summary of ILYM Group, Inc.'s Fees & Expenses

Case Startup:	\$11,190.80
Distribution (Includes EIN, Bank Acct * /QSF Setup):	\$26,469.20
Case Conclusion:	\$990.00

Estimated ILYM Fees & Expenses: \$38,650.00

ILYM | GROUP, Inc.

CLASS ACTION ADMINISTRATION

Case Name: Northgate Gonzalez Market, Inc.

Friday, January 16, 2026

Requesting Attorney's Name: Jeffrey S. Herman

Activity	Rate Type	Unit Cost	Volume	Amount
CASE STARTUP				
Initial Setup - Import and Formatting of Data*	Hourly	\$150.00	4	\$600.00
Project Manager (Case notification and maintenance)	Hourly	\$120.00	6	\$720.00
ILYM Group Static Website	Flat Fee	\$750.00	1	\$750.00
NCOA	Flat Rate	\$4,000.00	1	\$4,000.00
Toll-Free Customer Service Representative	Flat Rate	\$5,120.80	1	\$5,120.80

*ILYM assumes that data will be in a standard format. Client will be notified immediately if not in standard format to correct data or ILYM can convert to standard format @ \$150.00 per hour.

Subtotal \$11,190.80

DISTRIBUTION (Includes EIN, Bank Acct /QSF Setup)*				
Distribution Setup & Management	Hourly	\$150.00	4	\$600.00
Account Reconciliation & Distribution Reporting	Hourly	\$125.00	4	\$500.00
Notice, Check, Stub & Release - (including 1099)	Per Check	\$0.65	15,210	\$9,886.50
USPS First Class 1oz Postage	Per Piece	\$0.75	15,210	\$11,407.50
Remails (Forward/Skip Trace Undeliverables)	Per Piece	\$1.00	1,825	\$1,825.20
Preparation of Taxes	Hourly	\$150.00	5	\$750.00
Annual Filing of Tax Return	Per Year	\$1,500.00	1	\$1,500.00

*Additional Bank fees may apply

Subtotal \$26,469.20

CASE CONCLUSION				
Data Manager Final Reporting	Hourly	\$100.00	2	\$200.00
Process Unclaimed Funds	Flat Fee	\$550.00	1	\$550.00
Declaration	Hourly	\$120.00	2	\$240.00

Subtotal \$990.00

Estimated ILYM Fees & Expenses: \$38,650.00

ILYM Group's Terms and Conditions

All services to be provided by ILYM Group, Inc. (hereinafter, "ILYM") to Client shall be subject to the following terms and conditions:

Services: Subject to the terms hereof, ILYM agrees to provide the Client with Administration Services (hereinafter, "services") as specified in the Proposal provided to Client to which these Terms and Conditions are attached. The estimate is in good faith and does not cover any applicable taxes and fees. The estimate does not make provision for any services or class members/size not delineated in the request for proposal or stipulations. Such services do not in any way constitute legal services or advice. ILYM is performing its services as an Independent Contractor and neither it nor its employees shall be deemed to be employees of the Client.

Mailing and Data Conversion: ILYM's database administration assumes the Client will provide complete data that includes all information required to send notifications and complete the administration process. Data must be provided in a complete, consistent, standardized electronic format. ILYM's standard format is Microsoft Excel, however, ILYM may accept other formats at its discretion. Further developments or enhancements to non-standardized data will be billed to Client by ILYM on a time and materials basis, according to ILYM's Standard Rates.

Charges for Services: Charges to the Client for services shall be on a time and materials basis at our prevailing rates, as the same may change from time to time. Any fee estimates set forth in the proposal are estimates only, based on information provided by Client to ILYM. Actual fees charged by ILYM to Client may be greater or less than such estimate, and Client shall be responsible for the payment of all such charges and expenses in accordance with Section 5 hereof. Charges incurred related to resolving post distribution withholdings and related corrective files due to voids and re-issues of payments and related correspondence with state and federal taxing authorities will not be charged to the Client to the extent that funds are received from the taxing authorities offset these charges. ILYM may derive financial benefits from financial institutions in connection with the deposit and investment of settlement funds with such institutions, including without limitation, discounts on eligible banking services and fees, and loans at favorable rates.

Indemnification: Client will indemnify and hold ILYM (and the officers, employees, affiliates and agents harmless against any Losses incurred by ILYM, arising out of, in connection with, or related to (i) any breach of the terms by Client; (ii) the processing and handling of any payment by ILYM in accordance with Client's instructions, including without limitation, the imposition of any stop payment or void payment on any check or the wrongful dishonor of a check by ILYM pursuant to Client's instructions.

Payment of Charges: ILYM reserves the right to request payment of postage charges and 50% of the final administration charges at the start of the case. ILYM bills are due upon receipt unless otherwise negotiated and agreed to with the Client. In the event settlement terms provide that ILYM is to be paid out of the Settlement Fund, ILYM will request that Counsel endeavor to make alternate payment arrangements for ILYM charges that are due at the onset of the case. The entire remaining balance is due and payable at the time the Settlement Account is funded by, or no later than the time of disbursement. Decisions of the court and actions of the parties, including disapproval or withdrawal of a settlement, do not affect the Client's liability to ILYM for payment of services. Services are not provided on a contingency fee basis.

Confidentiality: ILYM maintain reasonable and appropriate security measures and safeguards to protect the security and confidentiality of Client data provided to ILYM by Client in connection herewith. Should ILYM ever be notified of any judicial order or other proceedings in which a third party seeks to obtain access to the confidential data created by or for the Client, ILYM will promptly notify the Client, unless prohibited by applicable law. The Client shall have the option to (1) provide legal representation at the Client's expense to avoid such access or (2) promptly reimburse ILYM for any of its costs, including attorneys' fees, reasonably incurred in avoiding, attempting to avoid or providing such access and not paid by the entity seeking the data. If ILYM is required, pursuant to a court order, to produce documents, disclose data, or otherwise act in contravention of the obligations imposed by this Agreement, or otherwise, with respect to maintaining the confidentiality, proprietary nature and secrecy of the produced documents or disclosed data, ILYM will not be liable for breach of said obligation.

Data Rights: ILYM does not convey nor does the Client obtain any right in the programs, system data, or materials utilized or provided by ILYM in the ordinary course of business in the performance of this Agreement.

Document Retention: Unless directed otherwise in writing by Client, ILYM will destroy undeliverable mail on the effective date of the settlement or the date that the disposition of the case is no longer subject to appeal or review, whichever is later. ILYM will maintain claim forms and other correspondence for one year after final distribution of funds or benefits, or until the date that the disposition of the case is no longer subject to appeal or review, whichever is later.

Limitation of damages: ILYM is not responsible to the Client for any special, consequential or incidental damages incurred by Client. Any liability of ILYM to the Client shall not exceed the total amount billed to the Client for the particular services that give rise to any loss.

Termination: The services to be provided under this Agreement may be terminated, at will by the Client upon at least 30 calendar days' prior written notice to ILYM. The Client's obligation to pay for services or projects in progress at the time of notice of withdrawal shall continue throughout that 30 day period. ILYM may terminate this Agreement (i) with 10 calendar days' prior written notice, if the Client is not current in payment of charges or (ii) in any event, upon at least 3 months' prior written notice to the Client.

Notice: Any notice required or permitted hereunder shall be in writing and shall be delivered personally, or sent by registered mail, postage prepaid, or overnight courier service to the responsible officer or principal of ILYM or the Client, as applicable, and shall be deemed given when so delivered personally, or, if mailed, five days after the date of deposit in United States mail, or, if sent by courier, one business day after delivery to such courier service.

Force Majeure: To the extent performance by ILYM of any of its obligations hereunder is substantially prevented by reason of any act of God or by reason of any other matter beyond ILYM's reasonable control, then such performance shall be excused and this Agreement, at ILYM's option, be deemed suspended during the continuation of such condition and for a reasonable time thereafter.

Waiver of Rights: No failure or delay on the part of a party in exercising any right hereunder will operate as a waiver of, or impair, any such right. No single or partial exercise of any such right will preclude any other or further exercise thereof or the exercise of any other right. No waiver of any such right will be effective unless given in a signed writing.

Jurisdiction: The parties hereto submit to the jurisdiction of the Court of the applicable case for purposes of any suit, action or proceeding to enforce any provision of, or based on any right arising out of, this Agreement. The parties hereto hereby waive any objection to the laying of venue of any such suit, action or proceeding in the Court.

Entire Agreement: These terms and conditions and the proposal embody the entire agreement between the parties with respect to the subject matter hereof, and cancels and supersedes all prior negotiations, representations, and agreements related thereto, either written or oral, except to the extent they are expressly incorporated herein. No changes in, additions to, or waivers of, the terms and conditions set forth herein will be binding upon any party, unless approved in writing by such party's authorized representative.