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Attorneys for Plaintiff MICHAEL CHESTANG,
on behalf of himself and others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN DIEGO – HALL OF JUSTICE

MICHAEL CHESTANG, an individual on
behalf of himself and all others similarly
situated,

Plaintiff,

vs.

RNLAWAD, LLC a Texas limited
liability company; CAMPOS FOODS,
LLC, a California limited liability
company; MARANATHA FOODS, LLC,
a California limited liability company;
BLUE SKIES FOODS, LLC, a California
limited liability company; FAM GSM,
LLC, a Texas limited liability company;
RAMZI AWAD, an individual; and DOES
1 through 50, inclusive,

Defendants.

Case No. 37-2024-00018557-CU-OE-CTL

Assigned for All Purposes To:

Hon. Carolyn M. Caietti

Dept: C-70

**DECLARATION OF ENOCH J. KIM IN
SUPPORT OF PLAINTIFF'S MOTION TO
APPROVE PAGA SETTLEMENT**

*[filed concurrently with Plaintiff's Notice of
Motion and Motion; and [Proposed] Order]*

Date: October 16, 2026

Time: 10:30 a.m.

Dept.: C-70

Complaint Filed: April 19, 2024

First Amended Complaint Filed: June 21, 2024

Trial date: None Set

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1. I am an attorney licensed and admitted to practice before all courts of the State of California and the United States District Court for the Central, Southern, Eastern, and Northern Districts of California.

3. All of the matters set forth herein are within my personal knowledge, except those matters that are stated to be upon information and belief. As to such matters, I believe them to be true. I submit this Declaration in support of Plaintiff's Motion to Approve the Private Attorney General Act ("PAGA") Settlement Agreement under California Labor Code 2698 *et seq.* A true and correct copy of the Parties' PAGA Settlement Agreement ("Settlement Agreement" or "Settlement") is attached hereto as **Exhibit 1**.

4. On April 19, 2024, Plaintiff commenced this Action by filing a Complaint alleging causes of action against Defendant for (1) Failure to Pay Minimum Wages; (2) Failure to Pay Wages and Overtime Under Labor Code § 510; (3) Meal Period Liability Under Labor Code § 226.7; (4) Rest-Break Liability Under Labor Code § 226.7 ; (5) Violation of Labor Code § 226(a); (6) Violation of Labor Code § 203; (7) Violation of Labor Code § 204; (8) Failure to Keep Required Payroll Records under Labor Code §§ 1174 and 1174.5; (9) Violation of Labor Code § 246; (10) Failure to Reimburse Necessary Business Expenses § 2802; and (11) Violation of Business & Professions Code § 17200 *et seq*; (“the Action”).

5. On April 19, 2024, Plaintiff filed a claim online with the California Labor & Workforce Development Agency (the “LWDA”) pursuant to Labor Code § 2699.3(a)(1) and gave notice to Defendant (“PAGA Notice”). The PAGA Notice is attached hereto as **Exhibit 2**. The PAGA Notice sought civil penalties and alleged claims against Defendant for violations of the Labor Code alleged

1 in the Action. The LWDA did not respond to the PAGA Notice and did not notify Plaintiff that it
2 intended to investigate Plaintiff's allegations.

3 6. On June 21, 2024, Plaintiff filed a First Amended alleging a twelfth cause of action for
4 civil penalties under the PAGA, Labor Code § 2698, *et seq.* The First Amended Complaint is the
5 operative complaint in the Action (the "Operative Complaint"). On October 24, 2024, the Court
6 ordered the class claims dismissed and Plaintiff's individual Labor Code and PAGA claims to
7 arbitration while Plaintiff's non-individual PAGA representative claims remained stayed in Court.
8 Therefore, the only remaining cause of action in the Operative Complaint is for civil penalties under
9 the PAGA.

10 7. Prior to mediation, Plaintiff conducted comprehensive informal discovery and Defendant
11 provided data and numbers and documents, including electronic payroll and timekeeping data for
12 all alleged Aggrieved Employees, Employee Handbooks and other policies, information and
13 documentation regarding Defendant's wage and hour policies, expense report data and information,
14 and meal period information. The information and data exchanged by Plaintiff and Defendant prior
15 to and during mediation and settlement negotiations were sufficient to reliably assess the merits of
16 the parties' respective positions, to compromise the issues on a fair and equitable basis, and to
17 devise a formula for distribution of civil penalties among the Aggrieved Employees that took into
18 consideration the strength of the PAGA claims.

19 **SETTLEMENT NEGOTIATIONS AND TERMS**

20 8. On December 12, 2025, the parties attended an all-day mediation with Jason Marsili,
21 Esq. With the assistance of a highly respected wage and hour mediator, the Parties agreed to the
22 general terms for settling the Action. The general terms for settling the Action were first
23 memorialized in a Memorandum of Understanding, and thereafter in the long-form Settlement
24 Agreement now before the Court for approval.

25 9. The parties believe and agree that the Settlement provides for a fair, adequate, and
26 reasonable resolution of the Actions and have arrived at the Settlement in extensive, arm's length
27 negotiations, considering all relevant factors, present and potential. PAGA Counsel believes that
28 the Settlement confers real benefits upon the State and the Aggrieved Employees and that an

1 independent review of the Settlement by the Court in the approval process will confirm this
2 conclusion.

3 10. For purposes of the Settlement, “Aggrieved Employee” is defined as: all employees who
4 worked for Defendant in California as non-exempt employees at any time during the PAGA
5 Period.” (Exhibit 1, ¶ 1.4.) The PAGA Period is defined as the period from April 19, 2023, through
6 December 12, 2025. (Exhibit 1, ¶ 1.20.)

7 11. Based on its records, Defendant estimates that there were approximately 159 Aggrieved
8 Employees who worked 2,500 Pay Periods during the PAGA Period. (Exhibit 1, ¶ 8.) If, on final
9 calculation, the total number of Pay Periods is greater than 10% of the 2,500 Pay Periods (i.e., an
10 increase of more than 250 Pay Periods), then Defendant shall have the option to either: (1) increase
11 the GSA proportionally by the Pay Periods worked in excess of 2,750 by multiplying the excess
12 Pay Periods by the per Pay Period value (for example, if the total number of Pay Periods increases
13 by 15% over 2,500 Pay Periods, the GSA will increase by 5%); or (2) end the PAGA Period to an
14 earlier date such that the total Pay Periods does not exceed 2,750. (*Id.*)

15 12. The Settlement Agreement requires Defendant to pay the total sum of \$135,000.00 (the
16 “Gross Settlement Amount”). The Gross Settlement Amount will be allocated as follows, pending
17 Court approval:

- 18 a) Attorneys’ fees in the amount of \$47,250.00 (“PAGA Counsel Fees Payment”)
19 and litigation costs in the amount not to exceed \$18,731.72 (“PAGA Counsel
20 Litigation Expenses Payment”);
- 21 b) Administration costs of no more than \$4,250.00 to be paid to the Settlement
22 Administrator (“Administration Expenses Payment”), for sending notices and
23 for calculating settlement shares and preparing all checks and mailings; and
- 24 c) The remainder of the Gross Settlement Amount (the “Net Settlement Amount”)
25 after deducting the above costs is approximately \$64,768.28 and shall be
26 designated as PAGA Penalties to be allocated between the LWDA and the
27 Aggrieved Employees pursuant to Labor Code section 2699(i), with 75%
28 (\$48,576.21) being paid to the LWDA (the “LWDA PAGA Payment”) and 25%

1 (\$16,192.07) being paid to the Aggrieved Employees on a pro-rata basis
2 (“Individual PAGA Payment”). The Aggrieved Employees will receive an
3 average of approximately \$101.84 per person (\$16,192.28 divided by 159
4 Aggrieved Employees, which is the approximate number of Aggrieved
5 Employees based on the data given at the time of mediation) as their share of the
6 Individual PAGA Payment.

7 13. From PAGA Counsel’s review of the facts, strengths, and weaknesses of the case, the
8 risks and delays posed by further litigation, and PAGA Counsel’s own prior litigation experience,
9 PAGA Counsel believes that the recovery for each Aggrieved Employee is fair and reasonable
10 taking into consideration the amounts received in other PAGA actions, the risks inherent in
11 litigation of this genre, and the reasonable tailoring of each Aggrieved Employee’s claim to the
12 settlement award he or she will receive. Further, and based on the settlement negotiations, which
13 were extensive and conducted in good faith and at arm’s length between attorneys with substantial
14 experience litigating PAGA actions, the Settlement Agreement was the product of a non-collusive
15 settlement process in which the parties were forced to make significant compromises in the interest
16 of reaching a full and complete settlement of the lawsuit.

17 **THE STRENGTH OF PLAINTIFF’S CASE**
18 **IN LIGHT OF THE SETTLEMENT AMOUNT**

19 14. Plaintiff alleges that Defendant violated various provisions of California law and seeks
20 civil penalties for the foregoing violations pursuant to Labor Code § 2699 *et seq.* Under Labor Code
21 § 2699, specifically, Plaintiff alleges that Defendant:

- 22 • Failed to pay the Aggrieved Employees minimum wages and overtime for “off-the-
23 clock” work, including (1) waiting in line to clock in prior to the start of their shifts; (2)
24 performing tasks, such as cleaning and responding to customer demands; and (3) using
25 their personal cell phones outside of scheduled work hours to discuss scheduling and
26 other work-related topics.
- 27 • Failed to provide the Aggrieved Employees with compliant meal periods because their
28 meal periods were missed, late, or interrupted due to work demands.

- 1 • Failed to provide the Aggrieved Employees with compliant rest periods as they
- 2 frequently received interrupted, shortened, or no rest periods due to work demands.
- 3 • Failed to reimburse the Aggrieved Employees for business expenses, including the use
- 4 of their personal cell phones for work.
- 5 • Failed to provide accurate wage statements, including the failure to include all hours
- 6 worked by the Aggrieved Employees.
- 7 • Failed to pay all wages owed to Aggrieved Employees at the end of employment.

8 15. Defendant denied and continues to deny all of the claims made by Plaintiff in this Action
9 and contend that they acted at all relevant times in conformance with the law. Defendant contends
10 that Plaintiff and the Aggrieved Employees were paid for all hours worked and that Defendant
11 prohibited Plaintiff and the Aggrieved Employees from working beyond their scheduled shifts; that
12 Defendant provided lawfully compliant meal and rest periods (and in fact provided longer breaks
13 than required by law) and that any deviations were at the voluntary election of Plaintiff and/or the
14 Aggrieved Employees and not at the request of Defendant or due to work requirements; that
15 Defendant paid all wages due on a timely basis and using Labor Code compliant instruments; that
16 Defendant's wage statements complied with the law; and that neither Plaintiff nor any Aggrieved
17 Employees incurred reasonable business related expenses for which they were not reimbursed. As
18 a result, PAGA Counsel had to appropriately discount the amount recoverable from Defendant in
19 a settlement.

20 16. Defendant contends that it has numerous factual and legal defenses to Plaintiff's claims
21 and that Plaintiff faces substantial risk that the PAGA claims will be dismissed as unmanageable.
22 Defendant contends that this is so because presentation of liability as well as the affirmative
23 defenses will require numerous time-consuming individual inquiries for potential aggrieved
24 employees for meal and rest periods, all alleged off-the-clock time and alleged business expense
25 reimbursement. Defendant further contends that even if Plaintiff could point to a uniform policy,
26 which he cannot, whether and how that policy was applied to each employee vastly differs.
27 Defendant contends that Plaintiff articulates no practical means for addressing these individualized
28 issues for the represented employees in a manner consistent with Defendants' due process rights.

17. Furthermore, Defendant contends that Plaintiff's claims are unsupported because Defendant maintains Brinker-compliant meal and rest break policies, pays employees for all hours recorded, prohibits off-the-clock work, and reimburses reasonable and necessary business expenses. Defendant contends that the mediation sample time and pay records establish an **extraordinarily high meal break compliance rate of 92.6%**, that Aggrieved Employees signed a **valid meal break waiver**, that Defendant has a policy and **pays premium** pay to the extent that an employee is unable to take a compliant meal break, and that it has already paid out any potential premium pay owed. Moreover, Defendant contends that **missed, short or late meal breaks are automatically logged and paid** via Defendant's electronic enhanced timekeeping system. Notably, beginning in June 2024 through the present, Defendant contends that employees completed **daily electronic attestations** certifying that they have been provided the opportunity to take all meal and rest periods to which they are entitled to. As such, under *Donohue v. AMN Services, LLC*, Defendant contends that any presumptive meal break violation for which a premium has not been paid will be rebutted by the daily electronic attestations. In addition, Defendant contends that **all employees are provided with Defendant's policies** and the employee handbook, and also **go through an orientation process and are trained** to comply with Defendant's policies. Defendant contends that **supervisors are separately and regularly trained** on wage and hour compliance. Defendant contends that it also has **rigorous practices of daily and weekly review and monitoring of time punches for compliance, and correcting time records to ensure all hours worked are paid.**

18. Lastly, even assuming this action proceeds to trial and Plaintiff proves Labor Code violations, Defendant contends that PAGA penalties would be substantially reduced, particularly here as Defendant can—and will— establish consistent good faith efforts to comply with the Labor Code.

PAGA Penalties

19. The Private Attorneys General Act, Labor Code § 2699 *et seq.*, allows Plaintiff to obtain civil penalties on behalf of themselves and other aggrieved employees for Defendant's violation of any provision of the Labor Code enumerated under Labor Code § 2699.5. Where civil penalties are provided in the statute, those civil penalties are recoverable; where no civil penalties are

1 recoverable, Labor Code § 2699(f) establishes civil penalties of one hundred dollars (\$100) for each
2 aggrieved employee per pay period for the initial violation and two hundred dollars (\$200) for each
3 aggrieved employee per pay period for each subsequent violation. Pursuant to Labor Code §
4 2699(i), seventy-five (75) percent of the penalties recovered must be allocated to the LWDA, with
5 the remaining twenty-five (25) percent allocated to the affected employees. However, under *Amaral*
6 *v. Cintas*, 163 Cal. App. 4th 1157, 1207-09 (2008) the Court held that a lower penalty amount of
7 \$100 per violation applies in the absence of a determination that a violation actually occurred.

8 20. Plaintiff estimates that the maximum potential exposure on the PAGA claim is
9 \$500,000.00, calculated by multiplying the total number of pay periods (2,500 pay periods) by \$200
10 per violation. Plaintiff's calculation of the total potential exposure on the PAGA claim was based
11 on one PAGA penalty per pay period (i.e., Plaintiff did not stack the PAGA penalties in their
12 damages calculation).

13 21. Case law supports the notion that it is inappropriate to "stack" penalties for multiple
14 violations, particularly when those violations all stem from the same alleged "injury" *Aguirre v.*
15 *Genesis Logistics*, 2015 U.S. Dist. LEXIS 78748 (citing *Villacres v. ABM Indus., Inc.*, 189
16 Cal.App.4th 562, 577 (2010)). ("One injury gives rise to only one claim for relief...The violation
17 of one primary right constitutes a single cause of action."; *Crowley v. Katleman*, 8 Cal. 4th 666,
18 681-82) (1994); *Li v. A Perfect Day Franchise, Inc.*, 2012 WL 2236752, *17 (N.D. Cal.2012)
19 ("There is no authority that "would permit double recovery of essentially the same penalties.")

20 22. PAGA penalties are not mandatory but permissive. Labor Code § 2699(e)(2) states that
21 "a court may award a lesser amount than the maximum civil penalty amount specified by this part
22 if, based on the facts and circumstances of the particular case, to do otherwise would result in an
23 award that is unjust, arbitrary and oppressive, or confiscatory." (See *Thurman v. Bayshore* (2012)
24 203 Cal. App. 4th 1112 (substantially reducing PAGA penalties by 30% under this provision)
25 (emphasis added); see also *Carrington v. Starbucks Corp.*, 30 Cal. App. 5th 504, 529 (2018)
26 (affirming penalty reduction of 90% for practice that resulted in meal periods occasionally starting
27 minutes after the fifth hour of work); *Sanchez v. McDonald's Corp.* (2017), LASC Case No. No.
28 BC 499888 (98% reduction from \$41 million to \$775,000); *Ghrdilyan v. RJ Financial* (2012),

1 LASC Case No. BC430633 (94% reduction from \$5.4 million to \$325,000); *Fleming v. Covidien*,
2 Inc. (2011), USDC Case No. ED CV 10-01487-RGK (OPx) (87% reduction from \$2.8 million to
3 \$375,000).). In arriving at the \$135,000.00 Gross Settlement Amount in this case, Plaintiff
4 considered what the realistic potential exposure could be and why the Court may reduce any
5 eventual recovery at its discretion, including Defendant's defenses to the claims and the potential
6 manageability issues with PAGA claims at trial. Based on those considerations, Plaintiff applied a
7 penalty of \$50 per pay period to get a realistic potential exposure of \$125,000.00 (2,500 pay periods
8 x \$50 penalty per pay period). Moreover, there is a strong likelihood that a further reduction of
9 the penalty to \$5 per pay period as approved in *Carrington* would apply given Defendant's
10 arguments as discussed above.

11 23. The Gross Settlement Amount of \$135,000.00 exceeds the realistic potential exposure
12 of \$125,000.00. PAGA Counsel submits that this is a fair and reasonable result for the State and
13 Aggrieved Employees in light of the strengths and weaknesses of the case and the risks and delays
14 posed by further litigation.

15 **REQUEST FOR ATTORNEYS' FEES AND COSTS**

16 24. Pursuant to the Settlement Agreement, PAGA Counsel is requesting an award of
17 attorneys' fees in the amount of **\$47,250.00** and an award of litigation costs to PAGA Counsel of
18 **\$18,731.72**. D.Law, Inc.'s cost log for this matter is attached hereto as **Exhibit 3**.

19 25. This request is fair, reasonable, and adequate to compensate PAGA Counsel for the
20 substantial work they have put into this case and, moreover, the risk they assumed by taking it in
21 the first place. The attorneys' fees award is intended to reimburse PAGA Counsel for all
22 uncompensated work that they have already done and for all the work they will continue to do in
23 carrying out and overseeing the notification to the Aggrieved Employees, communicating with
24 Aggrieved Employees regarding their claims, and assisting in the administration of the Settlement
25 if it is approved.

26 26. Throughout this case, PAGA Counsel have borne, and continue to bear, the entire risk
27 and cost of litigation associated with this Action on a purely contingency basis. As a result, PAGA
28 Counsel have yet to receive any compensation for the amount of time and money invested in the

1 case to date.

2 27. Contingent-fee cases present the very real risk of working hundreds if not thousands of
3 hours that may never be entirely compensated. Moreover, while the case is being litigated, counsel
4 must pay overhead (salaries, rent, etc.), provide for their own expenses, and in most cases pay the
5 out-of-pocket expenses incurred on the plaintiff's behalf. And the prospect of a court-awarded fee
6 does not greatly reduce the risk posed by these cases. In many cases, the prospect is nothing more
7 than a potential that never materializes. First, you must win the case to get a court-awarded fee;
8 even those cases that seem strongest at the onset can be lost and sometimes are lost. Second, there
9 are always the pitfalls and unforeseen obstacles that arise along the way, such as settlement offers
10 that the client may accept without ensuring that we receive a reasonable fee or changes in the law
11 that substantially affect the merits of the case, or other uncertainties involving the client. Finally,
12 there is the great risk inherent in advancing tens if not hundreds of thousands of dollars in out-of-
13 pocket expenses. If that money were to be invested in some sort of financial investment, one would
14 expect a reasonable rate of return on that investment. Here, however, the best we can hope to
15 recover is our money, and then only if we are substantially successful; if we are not, all or part of
16 this "investment" can be lost.

17 28. PAGA Counsel is well acquainted with the contingent-fee market throughout California,
18 particularly as it pertains to PAGA and class action litigation. PAGA Counsel has negotiated
19 numerous contingency-fee agreements with plaintiffs, both as individuals and as representatives in
20 class-action and PAGA suits. Many of those agreements required that counsel receive a fee under
21 certain scenarios that exceeds one-third of the recovery. PAGA Counsel's recent attorneys' fees
22 awards in similar wage-and-hour class and PAGA actions have been 35% of the recovery.

23 29. PAGA counsel in contingency-fee cases typically receive attorneys' fees equal to or
24 greater than forty percent of the gross settlement amount. See *Crandall v. U-Haul* (Los Angeles
25 County Super. Ct., Case No. BC178775), the Honorable Steven Czuleger awarded a 40% attorney
26 fee request in an overtime-exemption class action; in *Bushnell v. Cremar, Inc.* (Orange County
27 Super. Ct., Case No. 657778), the Honorable Donald E. Smallwood awarded attorneys' fees in the
28 amount of 38%; in *Abzug v. Kerkorian* CA000981 (Los Angeles County Super. Ct., November

1 1990), the Honorable R. William Schoettler awarded a 45% fee; in *Haitz v. Meyer, et al.*, Alameda
2 County Super. Court, 8-20-1990 No. 572968-3, the court awarded a 40% fee; in *Elliott v.*
3 *Clothestime* (Orange County Super. Ct., Case No. 01-CC00333) the Honorable Jonathan Cannon
4 awarded a 40% fee in a wage-and-hour class action which had not yet proceeded to the class
5 certification stage; in both *Rippee v. Boston Market Corporation*, Case No.: 05 CV 1359 BTM
6 (JMA) and *Barile v. Boston Market Corporation*, Case No.: 05 CV 1360 BTM (JMA), the
7 Honorable Judge Barry T. Moskowitz awarded a 40% fee to plaintiffs' counsel in wage-and-hour
8 class actions that had not proceeded to the class-certification stage.

9 The Lodestar Method

10 30. Class Counsel's lodestar calculation supports the requested attorneys' fees. The lodestar
11 calculation typically proceeds in three steps. First, a trial court must determine a baseline guide or
12 "lodestar" figure based on the time spent and reasonable hourly compensation for each attorney
13 involved in the case. *Serrano v. Priest* (1975) 20 Cal.3d 25, 48. The court then sets a reasonable
14 hourly fee to apply to the time expended, with reference to the prevailing rates in the geographical
15 area in which the action is pending. *Bihun v. AT&T Information System* (1993) 13 Cal.App.4th 976,
16 997. Finally, a "multiplier" is selected with reference to the following factors: (1) the novelty and
17 difficulty of issues involved, (2) the skill displayed in presenting them, (3) the extent to which the
18 nature of the litigation precluded other employment by the attorneys, and (4) the contingent nature
19 of the fee award, based on the uncertainty of prevailing on the merits and of establishing eligibility
20 for the award. *Serrano, supra*, 20 Cal.App.3d at 49.

21 31. Class Counsel charges rates commensurate with the prevailing market rates in the Los
22 Angeles and Long Beach areas for attorneys of comparable experience and skill handling complex
23 litigation. Aside from being warranted by our skill, experience and ability, Class Counsel's rates
24 that were used in application of the lodestar cross check in this case are supported by the Laffey
25 Matrix attached hereto as **Exhibit 4** and the adjustments thereto based on locality, years of
26 experience, and position within the firm.

27 32. California Courts have applied the Laffey Matrix with adjustments to the specific
28 California locality where the Counsel's office is located based on "Locality Pay Tables." (*Syers*

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

8 33. I have knowledge about the hourly rates charged by Los Angeles County attorneys and
9 paralegals. Based on the information I have, I believe that their stated hourly rates are reasonable
10 and appropriate for attorneys and paralegals with comparable expertise, experience, and
11 qualifications.

12 34. Working closely with the other attorneys and paralegals in my firm, including on motions
13 for attorneys' fees, I am aware of the experience and achievements of the counsel involved in this
14 matter as well as the rates which would be charged if our work was on an hourly basis. Based on
15 this information, I believe that my rate and the rates of the attorneys and paralegals in my firm are
16 reasonable, appropriate, and fully consistent with the market rate for attorneys with comparable
17 expertise, experience, and qualifications in Los Angeles.

18 35. Moreover, PAGA Counsel spent substantial time on this matter. Aside from drafting the
19 initial complaint, PAGA Counsel conducted informal discovery, reviewed and analyzed time and
20 pay records, employment handbooks, Plaintiff's personnel file, relevant policies and other
21 documentation, researched the applicable law and potential defenses, constructed damage models
22 based on interpretations of California law, reviewed information provided by Defendant at the
23 mediation, engaged in meet and confer efforts with Defendant, drafted and revised the settlement
24 agreement, and drafted this Motion. PAGA Counsel from D.Law, Inc. conservatively estimates that
25 it invested at least 100.9 hours of attorney time in this matter. I estimate that I have spent at least
26 13.6 hours on this matter with an hourly rate of \$1,350. Senior Counsel Natalie Haritoonian spent
27 approximately 28.9 hours on this matter and her current billing rate is \$992.00. Attorney Jonas Agle
28 spent approximately 33.9 hours on this matter and his current billing rate is \$610.00. Attorney

Bradford Smith spent approximately 24.5 hours on this matter and his current billing rate is \$625.00. The total lodestar for PAGA Counsel is \$83,020.30. PAGA Counsel's lodestar hours are attached as **Exhibit 5**.

36. The below table summarizes PAGA Counsel's total hours, billables, and costs:

<u>Attorney/Firm</u>	<u>Total Hours</u>	<u>Total Billables</u>	<u>Hourly Rate</u>
Enoch Kim (D.LAW)	13.6	\$18,360.00	\$1,350/hour
Natalie Haritoonian (D.LAW)	28.9	\$28,668.80	\$992/hour
Jonas Agle (D.LAW)	33.9	\$20,679.00	\$610/hour
Bradford Smith (D.LAW)	24.5	\$15,312.50	\$625/hour
Totals:	100.9	\$83,020.30	

37. In light of the foregoing, the fee request in an amount equal to one-third of the settlement in this case is well within the bounds that have been established by the above-cited authority.

38. No positive multiplier is needed here as the lodestar amount far exceeds the requested fees of \$47,250.00.

EXPERIENCE AND VIEWS OF COUNSEL

39. D.Law (formerly known as Davtyan Law Firm) prosecutes wage and hour cases, including class actions and PAGA actions on behalf of employees and others who have had their rights violated. D.Law, either on its own or with co-counsel, is currently serving as plaintiffs' counsel of record in numerous wage and hour and employment class action and PAGA action cases pending in both state and federal court.

40. D.Law is well-qualified and has ample experience, knowledge, and resources to act as counsel and represent Plaintiff and the Aggrieved Employees in this action. Our practice is exclusively focused on employment matters and representing plaintiffs in wage and hour actions with the same or similar causes of actions brought forth in the matter pending before this Court.

41. D.Law has litigated and successfully resolved many wage and hour class action cases involving failure to pay wages and derivative Labor Code claims and penalties. See e.g. *De La Rosa*

1 v. *The Coca Cola Company et al.* (Superior Court of California in Napa, 17CV000787), *Harvey v.*
2 *Bed Bath & Beyond of California Limited Liability Company* (Superior Court of California in
3 Alameda, RG17885153), *Paredes v. Bottling Group LLC et. al.* (Superior Court of California in
4 Kern), *Ramirez v. Harris Ranch Beef Company* (Superior Court of California in Fresno,
5 16CECG04103), *Gates v. Gate Gourmet, Inc. et. al.* (Southern District of California, 16-cv-01084-
6 L-AGS), *Hargrave v. Antelope Valley Hospital* (Superior Court of California in Los Angeles,
7 BC663252), *Ramirez v. Milton Roy et. al.* (Superior Court of California in Los Angeles, BC 632
8 276), *Hawkins v. AvalonBay Communities* (Superior Court of California in Santa Clara,
9 17CV316492), *Jones Tharpe et al. v. Sprint Corporation et al.* (Superior Court of California in Los
10 Angeles, BC644645), *Ortega et al. v. Nestle Waters North America, Inc. et al.* (Superior Court of
11 California in Los Angeles, BC623610), *Schultz v. Jimbo's Natural Family, Inc.* (Superior Court of
12 California in San Diego, 37-2017-00022348-CUE-OE-CTL), *Ambrose v. Victor Valley Global et*
13 *al.* (Superior Court of California in San Bernardino, CIVDS1709289), *Puerta-Gildardo v. Real*
14 *Time Staffing Services LLC et. al.* (Superior Court of California in Los Angeles, BC565445), *Vargo*
15 *v. Pregis Innovative Packaging LLC* (Superior Court of California in Tulare, 270836), *Conlin v.*
16 *Aegis Senior Communities LLC* (Northern District of California, 17-cv-05534-LHK), *Galarza v.*
17 *Kloekner Metals Corporation* (Central District of California, 2:17-cv-04910-FMO), *Estes v. L3*
18 *Technologies, Inc. et al.* (Southern District of California, 3:17-cv-02356-H-JMA), *Rowser v. Trunk*
19 *Club, Inc.* (Central District of California, 2:17-cv-05064-DSF-RAO), *Leach v. The Claremont*
20 *Colleges, Inc.* (Superior Court of California in Los Angeles, BC686451), *Vaesau v. PCT*
21 *Enterprises, Inc. dba Precision Cabinets* (Superior Court of California, County of Contra Costa
22 MSC18-02404), *Terry v. TF Louderback, Inc. dba Bay Area Beverage Company* (Superior Court
23 of the State of California, County of Contra Costa, MSC18-00859), *Roach v. Westcare California,*
24 *Inc.* (Superior Court of California in Kern County, BCV-17-102367-SDS), *Patton v. Church &*
25 *Dwight Co., Inc.* (Central District of California, EDCV 18-903-MWF (KKx)), *Juarez v. ISL*
26 *Employees, Inc.* (Superior Court of California in Madera, MCV074787), *Ferraro v. USC Verdugo*
27 *Hill s Hospital, et al.* (Superior Court of California in Los Angeles, 18STCV09463), *Ford v.*
28 *Account Control Technology, Inc., et al.* (Superior Court of California in Los Angeles,

1 19STCV09369), *Ornelas v. iStorage, et al.* (Superior Court of California in San Francisco, CGC-
2 18-571421), *Martinez v. Ronpak, Inc.* (Superior Court of California in Riverside, RIC1901307),
3 *Barrera et al. v. Exclusive Wireless, Inc.* (Superior Court of California in Stanislaus, 9000687),
4 *Barajas v. Mancha Development Company LLC* (Superior Court of California in Orange County,
5 30-2018-00974707-CU-OE-CXC), *Prado v. IMAX Corporation dba IMAC Worldwide Home*
6 (Superior Court of California in San Bernardino, CIVDS1820265), *Rodriguez v. ND Industries,*
7 *Inc.* (Superior Court of California in Los Angeles, 19STCV38096), *Singletary v. Motel 6 Operating*
8 *LP, et al.* (Southern District of California, 3:20-cv-0270-LAB-AHG), *Quizon v. CF Watsonville*
9 *East, LLC, et al.* (Superior Court of California in Santa Cruz, 20CV01868), *Stephenson v.*
10 *Bakersfield Dodge, Inc.* (Superior Court of California in Kern, BCV-20-102693), *Bacerra v. Hugo*
11 *Boss Retail, Inc.* (Superior Court of California in San Diego, 37-2021-00002933-CU-OE-CTL),
12 *Walker v. Ariat International, Inc.* (Superior Court of California in Alameda, HG19026439), *Orr*
13 *v. Petvet Care Centers (California) Inc.* (Superior Court of California in Santa Clara,
14 19CV354063), *Jimenez v. OEC Distribution Services, Inc.* (Superior Court of California in San
15 Bernardino, CIVDS1915743), *Viridi v. Absolute Security International* (Superior Court of
16 California in San Bernardino, CIVDS 1909589), *Raj v. First Transit, Inc* (Superior Court of
17 California in Sacramento, 34-2021-00295895-CU-OE-GDS), *Marchbanks v. Torrid*
18 *Administration, Inc.* (Superior Court of California in San Diego, 37-2020-00008179-CU-OE-NC),
19 among others.

20 42. I am Senior Counsel at D.Law. I was admitted to the California Bar in December 2008.
21 I received my J.D. from Pepperdine University School of Law and B.S. from University of Southern
22 California. Since graduating from law school, I have dedicated virtually my entire career on the
23 practice of employment law. I have practiced employment law from the plaintiff's side, defense
24 side, and from an in-house position. I have significant experience specifically working on wage and
25 hour class and PAGA actions from the plaintiff's side as well as the defense side, with the majority
26 of my experience coming from the plaintiff's side.

27 43. Senior Counsel Natalie Haritounian received her Bachelor of Arts in political science
28 from the University of California, Los Angeles, in 2014. She then earned her Juris Doctorate from

1 the University of Southern California, Gould School of Law in May of 2018. Upon graduating from
2 law school, she has exclusively focused her practice on representing employees including in wage-
3 and-hour class actions. She is experienced and qualified to evaluate the class and representative
4 claims, having obtained six and seven figure settlements against a range of defendants, having been
5 appointed as class counsel for dozens of other putative wage-and-hour class-action lawsuits
6 pending in various state and federal jurisdictions throughout California. She is experienced and
7 qualified to evaluate settlement versus trial on a fully informed basis, and to evaluate the viability
8 of the defenses.

9 44. Associate Attorney Jonas Agle graduated from the University of California, Santa
10 Barbara, in 2018, and from the University of California, Irvine School of Law in 2023. Since
11 graduating law school, he has devoted his practice to representing employees in all aspects of
12 California state and federal labor and employment litigation, including complex class actions, and
13 representative actions in wage and hour claims.

14 45. Attorney Associate Attorney Bradford Smith graduated from the University of
15 California, Irvine with a Bachelor of Arts in History and received his Juris Doctor from Loyola
16 Law School, Los Angeles in 2022. He was admitted to practice law in the State of California in
17 2022. Before joining D.Law, Inc., he worked at a law firm specializing in insurance defense
18 litigation. Since 2023, his focus has been on wage and hour class action litigation and settlements.

19 46. The collective experience of the D.Law attorneys in litigating employment wage and
20 hour matters has been integral in identifying legal issues, evaluating the strengths and weaknesses
21 of a case, and generally negotiating fair and reasonable class and representative action settlements.
22 This experience is helpful in assessing the reasonableness of settlements such as the one at issue
23 here. Based on our experience, PAGA Counsel concluded that this lawsuit could not have been
24 settled on better terms than provided under the present settlement agreement given the financial
25 limitations of Defendant.

26 47. In sum, PAGA Counsel are experienced in employment class action and PAGA litigation
27 and are adequate to represent the Aggrieved Employees in the instant action.

28 **SUMMARY**

48. The parties agreed to use Phoenix Class Action Administration (“Phoenix”) as the third-

1 party settlement administrator in this case. Phoenix will be responsible for updating the addresses
2 for the Aggrieved Employees, mailing the Notice of Settlement and calculating and distributing the
3 settlement checks, among other duties. Phoenix capped its fees at \$4,250.00 for administering the
4 Settlement and based on PAGA Counsel's experience in other class and PAGA settlements,
5 Phoenix's costs for administering this Settlement are fair and reasonable. The Declaration of Jodey
6 Lawrence is filed concurrently herewith. The Notice of Settlement is attached hereto as **Exhibit 6**.

7 49. On September 15, 2026, my office submitted the proposed Settlement to the LWDA.
8 Attached hereto as **Exhibit 7** is a true and correct copy of the confirmatory email my office received
9 from the LWDA after submission of the Settlement.

10 50. I am not aware of any class or other representative action in any other court that asserts
11 claims similar to those alleged in the action being settled.

12 51. I declare under penalty of perjury under the laws of the State of California that the
13 foregoing is true and correct.

14 Executed this September 15, 2026, at Pasadena, California.

15
16 /s/ Enoch J. Kim

Enoch J. Kim
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EXHIBIT 1

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement (“Agreement”) is made by and between plaintiff Michael Chestang (“Plaintiff”) and defendant RNLAWAD, LLC (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

- 1.1 “Action” means the Plaintiff’s PAGA lawsuit alleging wage and hour violations against Defendant captioned *Michael Chestang v. RNLAWAD, LLC, et al.*, initiated on April 19, 2024 and pending in Superior Court of the State of California, County of San Diego.
- 1.2 “Administrator” means Phoenix Class Action Administration, 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 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 employees who worked for Defendant in California as non-exempt employees 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 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 “Court” means the Superior Court of California, County of San Diego.
- 1.8 “Defendant” means RNLAWAD, LLC, the named defendant in the Action.
- 1.9 “Defense Counsel” means Ogletree Deakins.
- 1.10 “Effective Date” means the date the Court enters a Judgment on its Order Approving the PAGA Settlement.
- 1.11 “Gross Settlement Amount” means \$135,000.00 which is the total amount Defendant agrees to pay under the Settlement except as provided in Paragraph 8 below. The Gross Settlement Amount will be used to pay Individual PAGA Payments, the

LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment and the Administrator's Expenses Payment.

- 1.12 "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 25% of the PAGA Penalties calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period.
- 1.13 "Judgment" means the judgment entered by the Court based upon the Approval Order.
- 1.14 "LWDA" means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subdivision (i).
- 1.15 "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subdivision (i).
- 1.16 "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment and the Administration Expenses Payment. The remainder is to be paid to Aggrieved Employees as Individual PAGA Payments.
- 1.17 "PAGA Counsel" means D.Law, Inc., the attorneys representing Plaintiff in the Action.
- 1.18 "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.
- 1.19 "Pay Period" means any pay period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.
- 1.20 "PAGA Period" means the period from April 19, 2023 to December 12, 2025.
- 1.21 "PAGA" means the Private Attorneys General Act (Lab. Code, § 2698. et seq.).
- 1.22 "PAGA Notice" means Plaintiff's April 19, 2024 letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subdivision (a).
- 1.23 "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees and 75% to LWDA in settlement of PAGA claims.
- 1.24 "Plaintiff" means Michael Chestang, the named plaintiff in the Action.

- 1.25 “Approval Order” means the proposed Court Order Granting Approval of PAGA Settlement.
- 1.26 “Released PAGA Claims” means the claims being released by Plaintiff and Aggrieved Employees as described in Paragraph 5 below.
- 1.27 “Released Parties” means Defendant and each of its former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, and affiliates.
- 1.28 “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.

2. RECITALS.

- 2.1 On April 19, 2024, Plaintiff commenced this Action by filing a Complaint alleging causes of action against Defendant for failure to pay minimum wages, failure to pay wages and overtime, meal period liability, rest break liability, violation of Labor Code § 226(a), violation of Labor Code § 203, violation of Labor Code § 204, failure to maintain records required under Labor Code §§ 1174 and 1174.5, violation of Labor Code § 246, failure to reimburse necessary business expenses, and unfair competition. On June 21, 2024, Plaintiff filed a First Amended Complaint in the Action, adding claims for civil penalties under PAGA (“Operative Complaint”). On October 24, 2024, the Parties stipulated to arbitrate Plaintiff’s individual claims, dismissed the class claims, and stayed the representative PAGA claims. Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in in the Operative Complaint and denies any and all liability for the causes of action alleged.
- 2.2 Pursuant to Labor Code section 2699.3, subdivision (a), Plaintiff gave timely written notice to Defendant and the LWDA by sending the PAGA Notice.
- 2.3 On December 12, 2025, the Parties participated in an all-day mediation presided over by Jason Marsili, which led to this Agreement to settle the Action.
- 2.4 Prior to mediation, Plaintiff obtained, through informal discovery, a sampling of time and pay records, in addition to relevant policy documents.
- 2.5 Plaintiff will file a request for dismissal of Defendants CAMPOS FOODS, LLC, BLUE SKIES FOODS, LLC, FAM GSM, LLC, and RAMZI AWAD without prejudice in San Diego Superior Court Case No. 37-2024-00018557 within 30 days of the full execution of this Agreement.
- 2.6 The Parties, PAGA Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. **MONETARY TERMS.**

3.1 Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below, Defendant promises to pay \$135,000.00 and no more as the Gross Settlement Amount. Defendant has no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

3.2 Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross 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 Settlement Amount, which is currently estimated to be \$47,250.00, and PAGA Counsel Litigation Expenses Payment for actual and reasonable expenses incurred, which is currently estimated not to exceed \$22,000.00. Defendant will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. Plaintiff and/or PAGA Counsel will file an application or motion for PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel 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 holds 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 Administrator Expenses Payment not to exceed \$4,250.00 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 \$4,250.00, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.3 To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$61,500.00 to be paid from the Gross Settlement Amount, with 75% allocated to the LWDA PAGA Payment and 25% allocated to the Individual PAGA Payments.

3.2.3.1 The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' share of PAGA Penalties (\$15,375.00) by the total number of Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.3.2 If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1 Aggrieved Employee Pay Periods. Based on a review of its records to date, Defendant estimates there are 159 Aggrieved Employees who worked a total 2,500 Pay Periods during the PAGA Period.

4.2 Aggrieved Employee Data. Within 14 days of the Parties' execution of this Agreement, Defendant will deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employees' 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. Without any extension of the deadline by which Defendant must send the Aggrieved Employee Data to the Administrator, 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 Settlement Amount. Defendant shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than 60 days after the Effective Date.

4.4 Payments from the Gross Settlement Amount. Within 14 days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the PAGA Counsel Expenses Payment.

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 date (not less than 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 an Aggrieved Employee Address Search for all Aggrieved Employees whose checks are returned undelivered without USPS forwarding address. Within 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 remailed 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.
- 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 Settlement Amount, Plaintiff and Aggrieved Employees will release claims against all Released Parties as follows:

5.1 Release by Plaintiff and Aggrieved Employees:

All Aggrieved Employees, including Plaintiff, are deemed to release the Released Parties from all claims for civil penalties and any other available relief under PAGA that were alleged or reasonably could have been alleged based on the facts stated in the PAGA Notice, including alleged violations of California Labor Code §§ 201, 202, 203, 204, 210, 223, 225.5, 226, 226.3, 226.7, 256, 510, 512, 558, 1174, 1194, 1194.2, 1197, 1197.1, 1198, and 2802, and §§ 3, 11 and 12 of the applicable Industrial Welfare Commission Wage Order ("Released PAGA Claims"). The Released PAGA Claims are limited to those claims arising during the PAGA Period.

6. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT. Plaintiff will prepare and file an application or motion for approval of this Settlement.

6.1 Plaintiff's Responsibilities. Plaintiff will prepare all documents necessary for obtaining approval of this Settlement under Labor Code section 2699, subdivision (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 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 (Lab. Code, §2699, subd. (l)(1)), this Agreement (Lab. Code, § 2699, subd. (l)(2)); and (iv) all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Administrator. In their Declaration, PAGA Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.2 Responsibilities of PAGA Counsel. PAGA Counsel is responsible for expeditiously finalizing and filing the application or motion for approval of this Settlement no later than 30 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. PAGA Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.

6.3 Duty to Cooperate. If the Court does not grant the motion for approval of this Settlement or conditions its approval on any material change to this Agreement, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION.

7.1 Selection of Administrator. The Parties have jointly selected Phoenix Class Action Administration to serve as the Administrator and verified that, as a condition of appointment, Phoenix Class Action Administration 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 purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.

7.3 Qualified Settlement Fund. The Administrator 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 estimates that there were approximately 159 Aggrieved Employees who worked 2,500 Pay Periods during the PAGA Period. If, on final calculation, the total number of Pay Periods is greater than 10% of the 2,500 Pay Periods (i.e., an increase of more than 250 Pay Periods), then Defendant shall have the option to either: (1) increase the GSA proportionally by the Pay Periods worked in excess of 2,750 by multiplying the excess Pay Periods by the per Pay Period value (for example, if the total number of Pay Periods increases by 15% over 2,500 Pay Periods, the GSA will increase by 5%); or (2) end the PAGA Period to an earlier date such that the total Pay Periods does not exceed 2,750..If the Gross Settlement Amount is increased pursuant to option 1, the PAGA Counsel Fees Payment shall be one-third of the increased Gross Settlement Amount. Defendant shall make its election under this provision prior to the filing of the motion for approval of Settlement.

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 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, 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 Net Settlement Amount.

10. **ADDITIONAL PROVISIONS**.

- 10.1 No Admission of Liability or Representative 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 or that Defendant has any liability for any claims asserted; 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 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 (except for proceedings to enforce or effectuate the Settlement and this 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.
- 10.3 Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.
- 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 a mediator and/or the Court 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. The Parties will keep the terms of this settlement and not publicize this settlement or disclose it to third parties, except for purposes of the Court granting approval of the settlement, and as required or necessary to effectuate its terms, including the payment of taxes. Following approval, neither Party will seek publicity or otherwise advertise this settlement or any fact or issue related to this settlement, including on a website. However, PAGA Counsel may disclose or publicize, without referencing any specifics about the case, including the identities of any entities, the amount of the settlement and that it was a wage-and-hour/PAGA settlement.
- 10.12 Use and Return of Aggrieved Employee Data. Information provided to PAGA Counsel pursuant to Evidence Code section 1152, and all copies and summaries of the PAGA Data provided to PAGA Counsel by Defendant in connection with 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 California Rules of Court rule. Not later than 90 days after the Administrator discharges its obligation to pay out of all Settlement funds, Plaintiff shall destroy all paper and electronic versions of Aggrieved Employee Data received from Defendant unless, prior to the Administrator's payment of all Settlement Funds, Defendant makes a written request to PAGA Counsel 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 Plaintiff:

Natalie Haritonian
n.haritonian@d.law
Jonas Agle
j.agle@d.law
Enoch J. Kim
e.kim@d.law
Bradford Smith
b.smith@d.law
250 N. Madison Ave, 2nd Floor
Pasadena, CA 91101
Telephone: (818) 962-6465
Fax: (818) 962-6469

To Defendant:

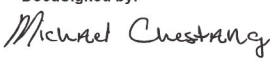
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10.16 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

10.17 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 pursuant to Code of Civil Procedure section 583.330 to extend the date to bring a case to trial under Code of Civil Procedure section 583.310 for the entire period of this settlement process.

AGREED AS TO FORM AND CONTENT:

Date: 8/11/2026

DocuSigned by:

0DA77D159CB444B...
Plaintiff Michael Chestang

Date: Ramzi awad

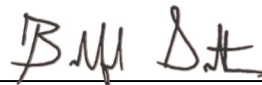
For Defendant RNLAWAD, LLC


Ramzi Awad (Aug 30, 2026 09:48:39 GMT+3)
Name: Ramzi awad
Title: Manager

APPROVED AS TO FORM:

Date: 8/12/2026

D.LAW, INC.


Natalie Haritounian
Jonas Agle
Enoch Kim
Bradford Smith
Attorneys for Plaintiff

Date: 10-Sep-2026

SEYFARTH SHAW LLP

DocuSigned by:

Steven Mannix
Lyne Richardson
Attorneys for Defendant

PAGA_Only_Settlement_Agreement

Final Audit Report

2026-08-30

Created:	2026-08-28
By:	Jeremy Rogers (jrogers@zallerlaw.com)
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"PAGA_Only_Settlement_Agreement" History

-  Document created by Jeremy Rogers (jrogers@zallerlaw.com)
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-  Document e-signed by Ramzi Awad (awadramzig@gmail.com)
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-  Agreement completed.
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EXHIBIT 2

April 19, 2024

VIA ON-LINE SUBMISSION ONLY TO:

<https://dir.tfaforms.net/128> (copy by certified mail to all Defendants)

Private Attorneys General Act
Attn. PAGA Administrator
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102

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Ramzi Awad
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Certified Mail Tracking Number:

LWDA No.:

**Re: Labor Code § 2698, *et seq.* Penalties – PAGA Notice Letter to the LWDA
Michael Chestang v. RNLAWORD, LLC, et al.
Superior Court for the County of San Diego**

Gentlepersons:

This office represents Plaintiff Michael Chestang (“Plaintiff”) and other similarly situated aggrieved non-exempt, hourly employees aggrieved employees (collectively “Aggrieved Employees”) for violations of California Labor Code §§ 201, 202, 203, 204, 210, 221, 226, 226(b), 226.3, 226.7, 510, 512, 551, 552, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1198, 1198.5, 1199, 2698, 2699, *et seq.* and 2802; provisions of the Industrial Welfare Commission (IWC) Wage Order(s); and California Business & Professions Code § 17200 *et seq.*

The purpose of this letter is to comply with the Private Attorneys General Act of 2004, pursuant to California Labor Code § 2698 *et seq.* (“the Act”). Plaintiff would like to bring a



representative action, pursuant to the Act, on behalf of himself and all other similarly situated Aggrieved Employees, and the State of California, against Defendants, RNLAAD, LLC, a Texas limited liability company; CAMPOS FOODS, LLC, a California limited liability company; MARANATHA FOODS, LLC, a California limited liability company; BLUE SKIES FOODS, LLC, a California limited liability company; FAM GSM, LLC, a Texas limited liability company; RAMZI AWAD, an individual; and DOES 1 through 50 inclusive (all defendants being referred to herein collectively as “Defendants”).

Additionally, this correspondence will serve to satisfy the notice requirements under the Act, along with a copy of Plaintiff’s Class Action Complaint, which is attached to this Notice letter. The Complaint is being concurrently filed in San Diego County Superior Court and will be assigned a local case number. The Complaint allegations and claims are incorporated into this Notice Letter.

We also set forth herein the facts and theories and the California Labor Code violations which Defendants engaged in with respect to Plaintiff and all of their Aggrieved Employees in California. The attached Class Action Complaint provides the details of Plaintiff’s class-wide claims and claims under the Act, and the applicable California law governing them. It, along with this Notice Letter, addresses in detail numerous violations that subject Defendants to civil and statutory penalties under the Act.

Relevant Facts

Plaintiff was employed by Defendants as a non-exempt, hourly employee based out of Defendants’ location in California. Aggrieved Employees include all non-exempt hourly employees of Defendants within the state of California from one year prior to the date of this letter and continuing through the present. Plaintiff and Aggrieved Employees are collectively referred to herein as “Aggrieved Employees.” Aggrieved Employees consistently worked at Defendants’ behest and under their control and subject to their policies and practices without being paid all wages due. Plaintiff is also informed and believes that there are other Aggrieved Employees employed by Defendants as non-exempt employees within the state of California within the statutory time period who suffer or suffered from the same wage and hour violations outlined below.

Defendants had a common policy and/or practice of failing to pay Aggrieved Employees minimum wages for all hours worked. Aggrieved Employees were either not paid by Defendants for all hours worked or were not paid at the appropriate minimum, regular and overtime rates. Plaintiff also contends that Defendants failed to pay Aggrieved Employees all wages due and owing, including by requiring off the clock work, failing to incorporate non-discretionary bonuses and/or commissions into the regular rate of pay used to calculate and pay for overtime pay, sick pay, and meal and rest break premiums, failing to provide meal and rest breaks, failing to furnish accurate wage statements, failing to timely pay wages including final wages, failing to maintain accurate records, failing to provide sick pay, and failing to reimburse for necessary business expenses all in violation of various provisions of the California Labor Code and applicable Wage Orders.



During the course of Aggrieved Employees' employment with Defendants, they were not paid all wages they were owed, including for all work performed resulting in off the clock work. Aggrieved Employees were required to perform pre-shift and post-shift off the clock work which they were not compensated for despite being subject to Defendants' control. Specifically, Aggrieved Employees were required to clean the worksite prior to clocking in. Furthermore, Defendants frequently contacted Aggrieved Employees on their personal cell phones with work demands outside of scheduled work hours, and Aggrieved Employees were not compensated for this time.

Defendants also failed to pay Aggrieved Employees all wages due and owing because Defendants failed to incorporate non-discretionary bonuses and/or commissions into the regular rate of pay used to calculate and pay for overtime pay, sick pay, and meal and rest break premiums. Contrary to the requirements of the Labor Code and IWC Wage Orders under California law, Defendants did not incorporate these non-discretionary bonuses and/or commissions paid to the Aggrieved Employees into the regular rate of pay Defendants used to calculate and pay for overtime.

By implementing policies, programs, practices, procedures and protocols which resulted in off the clock work, and the failure to incorporate non-discretionary bonuses and/or commissions into the regular rate of pay used to calculate and pay for overtime pay, sick pay, and meal and rest break premiums, Defendants' willful actions resulted in the systematic underpayment of wages and overtime pay to Aggrieved Employees. For example, the off the clock work addressed above caused Aggrieved Employees to begin receiving overtime pay later than they should have.

As a result of the above described requirements to work off the clock, and the failure to incorporate non-discretionary bonuses and/or commissions into the regular rate of pay, Aggrieved Employees were not properly paid all wages earned and all wages owed to them by Defendants, including when working more than eight (8) hours in any given day and/or more than forty (40) hours in any given week. Moreover, the uncompensated time, discussed above, was worked by Aggrieved Employees in excess of 8 hours a day and/or 40 hours a week, further entitling Aggrieved Employees overtime wages which they were consistently denied, all in violation of Labor Code and applicable Wage Orders.

Additionally, Defendants failed to provide all the legally required unpaid, off-duty meal periods and all the legally required paid, off-duty rest periods to Aggrieved Employees, as required by the applicable Wage Order and Labor Code. Aggrieved Employees were required to perform work as ordered by Defendants for more than five (5) hours during a shift but were often required to do so without receiving a lawful and timely meal break. In addition to untimely meal periods, Defendants also required Aggrieved Employees to respond to work demands. Defendants placed their needs over Aggrieved Employees' lawful meal and rest breaks and this resulted in Aggrieved Employees often having to work through their scheduled meal and/or rest breaks, or otherwise taking shortened ones, because the demands of the job would not avail them the opportunity to take a lawfully uninterrupted and off duty meal and/or rest break.



On the occasions when Aggrieved Employees worked over 10 hours in a shift, Defendants also failed to provide them with a second, uninterrupted, timely and duty-free meal period. As a result, Defendants' failure to provide Aggrieved Employees with all legally required off-duty, unpaid meal periods and all the legally required off-duty, paid rest periods is and will be evidenced by Defendants' business records, or lack thereof. Defendants also failed to pay Aggrieved Employees "premium pay," i.e. one hour of wages at each Aggrieved Employee's effective hourly rate of pay, including their earned commission, for each meal period or rest break that Defendants failed to provide or deficiently provided.

Therefore, Defendants have regularly required Aggrieved Employees to work shifts in excess of five (5) hours without providing them with uninterrupted meal periods of not less than thirty (30) minutes, and shifts in excess of (10) hours without providing them with second meal periods of not less than thirty minutes; nor did Defendants pay Aggrieved Employees "premium pay," i.e. one hour of wages at each Aggrieved Employee's effective hourly rate of pay, including their earned commission, for each meal period that Defendants failed to provide or deficiently provided.

Aggrieved Employees were also not authorized and permitted to take lawful rest periods, were systematically required by Defendants to work through or during breaks and were not provided with one (1) hour's wages in lieu thereof. Aggrieved Employees were restricted in their ability to take their full ten (10) minutes net rest time or were otherwise not provided with duty-free rest periods. Moreover, to the extent Aggrieved Employees were permitted to take rest breaks, they were prohibited from leaving the premises. Therefore, Defendants have consistently failed to provide Aggrieved Employees with paid rest breaks of not less than ten minutes for every work period of four or more consecutive hours; or major fraction thereof, nor did Defendant pay Aggrieved Employees premium pay for each day on which requisite rest breaks were not provided or were deficiently provided.

Defendants also consistently failed to issue accurate itemized wage statements as required by Labor Code § 226(a). Specifically, the wage statements given to Aggrieved Employees failed to accurately account for unpaid wages and overtime because their actual hours worked were under-reported due to off the clock work. Moreover, the wage statements given to Aggrieved Employees failed to non-discretionary bonuses and/or commissions into the regular rate of pay used to calculate and pay for overtime pay, sick pay, and meal and rest break premiums. Additionally, the wage statements given to Aggrieved Employees failed to accurately account for premium pay for deficiently provided meal periods and rest breaks.

Additionally, Defendants failed to pay Aggrieved Employees all wages owed, as detailed above, at the time of their termination or within seventy-two (72) hours of their resignation, as required under Labor Code § 203. Specifically, Plaintiff and Aggrieved Employees were not paid all regular and overtime wages because Defendants failed to pay for all hours worked by requiring off the clock work, and failed to incorporate non-discretionary bonuses and/or commissions into the regular rate of pay used to calculate and pay for overtime pay, sick pay, and meal and rest break premiums. Additionally, Defendants failed to pay premium wages owed for unprovided



meal periods and rest periods. Defendants' failure to pay said wages within the required time was willful within the meaning of Labor Code § 203.

Defendants also failed to reimburse Aggrieved Employees for necessary business expenses. Defendants have regularly required Plaintiff to incur business expenses in the course of performing his required job duties for Defendants including for cell phone expenses and mileage. Upon information and belief, Aggrieved Employees incurred similar costs. These expenses incurred by Plaintiff and Aggrieved Employees were necessary and required of them in performing their assigned job duties, but Defendants failed to reimburse Aggrieved Employees for all such necessary expenditures, thus entitling them to reimbursement according to proof as required under Labor Code § 2802 and the applicable provisions of the IWC Wage Orders.

Defendants also failed to provide suitable seating to Aggrieved Employees. The operations at Defendant's facilities allowed for the presence and use of a stool or seat by Aggrieved Employees during the performance of their work duties. The nature of the effected job positions can reasonably be accomplished while using a seat or stool. However, Defendant failed to provide Aggrieved Employees suitable seating when the nature of these employees' work reasonably permitted sitting.

PAGA Claim Details, Legal Bases for Violations and Penalties:

As addressed above and in further detail in the attached Class Action Complaint, Plaintiff and the Aggrieved Employees complain of the following violations committed by Defendants:

Failure to Pay Minimum Wages

Defendants violated the law by failing to pay Aggrieved Employees minimum wages for all hours worked. California Labor Code § 1197, entitled "Pay of Less Than Minimum Wage" states, "[t]he 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." The applicable minimum wages fixed by the commission for work during the relevant period is found in the Wage Orders.

In California, employees must be paid at least the then applicable state minimum wage for all hours worked, including under Labor Code § 1197, IWC Wage Order MW-2014, and paragraphs 2(K), 2(S), and 4(A)-4(C) of the applicable IWC Wage Orders. Paragraph 2(H) of the applicable IWC Wage Orders defines "Hours Worked" as "the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so." Additionally, pursuant to Labor Code § 204, other applicable laws and regulations, and public policy, an employer must timely pay its employees for all hours worked. Defendants failed to do so.

California Labor Code § 1197, entitled "Pay of Less Than Minimum Wage" states: "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." The minimum wage provisions of California Labor Code are enforceable by private civil action pursuant to Labor Code § 1194(a) which states: "Notwithstanding any agreement to work for a



lesser wage, 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."

As described in California Labor Code §§ 1185 and 1194.2, any action for wages incorporates the applicable Wage Order of the California Industrial Welfare Commission. Also, California Labor Code §§ 1194, 1197, 1197.1 and those Industrial Welfare Commission Wage Orders entitle non-exempt employees to an amount equal to or greater than the minimum wage for all hours worked. All hours must be paid at the statutory or agreed rate, or at the minimum rate in the absence of a contractually agreed upon one. The underpayment of wages to Aggrieved Employees is and has been a direct consequence of Defendants' unlawful compensation policies and practices, which applied uniformly to the Aggrieved Employees working at locations and work sites throughout California.

During the course of Aggrieved Employees' employment with Defendants, they were not paid all wages they were owed, including for all work performed resulting in off the clock work. Aggrieved Employees were required to perform pre-shift and post-shift off the clock work which they were not compensated for despite being subject to Defendants' control. Specifically, Aggrieved Employees were required to clean the worksite prior to clocking in. Furthermore, Defendants frequently contacted Aggrieved Employees on their personal cell phones with work demands outside of scheduled work hours, and Aggrieved Employees were not compensated for this time.

Defendants also failed to pay Aggrieved Employees all wages due and owing because Defendants failed to incorporate non-discretionary bonuses and/or commissions into the regular rate of pay used to calculate and pay for overtime pay, sick pay, and meal and rest break premiums. Contrary to the requirements of the Labor Code and IWC Wage Orders under California law, Defendants did not incorporate these non-discretionary bonuses and/or commissions paid to the Aggrieved Employees into the regular rate of pay Defendants used to calculate and pay for overtime.

Defendants, and each of them, have also intentionally and improperly changed, adjusted and/or modified Employee hours, or required Employees to do so, and imposed difficult to attain job and shift scheduling requirements on Plaintiff and the Aggrieved Employees, which resulted in off the clock work and underpayment of all wages owed to Employees over a period of time, while benefiting Defendants. During the relevant time period, Defendants thus regularly failed to pay minimum wages to Plaintiff and the Aggrieved Employees, including by requiring systematic off the clock work. Defendants' uniform pattern of unlawful wage and hour practices manifested, without limitation, applicable to the Aggrieved Employees as a whole, as a result of implementing a uniform policy and practice that denied accurate compensation to Plaintiff and the other Aggrieved Employees as to minimum wage pay.



In light of the forgoing, the Aggrieved Employees seek to recover wages and penalties. Aggrieved Employees are entitled to recover the unpaid minimum wages (including double minimum wages), liquidated damages in an amount equal to the minimum wages unlawfully unpaid, interest thereon and reasonable attorney's fees and costs of suit pursuant to California Labor Code § 1194(a). Plaintiff and the other Aggrieved Employees further request recovery of all unpaid wages, according to proof, interest, statutory costs, as well as the assessment of any statutory and civil penalties against Defendants, in a sum as provided by the California Labor Code and/or other applicable statutes, including pursuant to Labor Code § 558, and Wage Order provisions. To the extent minimum wage compensation is determined to be owed to the Aggrieved Employees who have terminated their employment, Defendants' conduct also violates Labor Code §§ 201 and/or 202, and therefore these individuals are also be entitled to waiting time penalties under California Labor Code § 203, which penalties are sought herein on behalf of these Aggrieved Employees. Defendants' failure to timely pay all wages owed also violated Labor Code § 204 and resulted in violations of Labor Code § 226 because they resulted in the issuance of inaccurate wage statements. Defendants' conduct as alleged herein was willful, intentional and not in good faith. Further, Plaintiff and other Aggrieved Employees are entitled to seek and recover statutory costs.

Under the PAGA, and following exhaustion of the notice period, Plaintiff is seeking all civil and statutory penalties available and applicable under Labor Code §§ 510, 558, 1194.2, 1197.1, 1199, 2699(f)(2), and 2699.5, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Failure to Pay Wages and Overtime in Violation of Labor Code § 510

Defendants violated the law by failing to pay Aggrieved Employees earned wages and overtime and double time. Specifically, Defendants had a consistent policy of not paying Employees wages for all hours worked, including hours at their required regular, overtime, and double-time rates. Defendants, and each of them, have intentionally and improperly changed, adjusted and/or modified certain employees' hours, including Plaintiff's, or required Aggrieved Employees to do so, or otherwise caused them to work off the clock to avoid paying Aggrieved Employees all earned and owed straight time and overtime wages and other benefits.

Defendants have violated Labor Code § 1194 and Labor Code § 510 (and paragraphs 2(K), 2(S), 3(A) and 4(A)-4(B) of the relevant orders of the Industrial Welfare Commission) by failing to pay Employees: (a) time and one-half their regular hourly rates for hours worked in excess of eight hours in a workday or in excess of forty hours in any workweek or for the first eight hours worked on the seventh day of work in any one workweek; or (b) twice their regular rate of pay for hours worked in excess of twelve hours in any one day or for hours worked in excess of eight hours on any seventh day of work in a workweek. Defendants had a consistent policy of not paying Employees wages for all hours worked, including by requiring off the clock work as addressed above and by under-reporting actual hours worked. With work shifts generally requiring eight hours or more of work on a given day, this unpaid off the clock work resulted in Aggrieved Employees working past eight hours on a shift or more than forty hours in a week, which required that they be paid at the correct overtime rate of 1.5 times their regular rate.



When considered in combination with the other wage violations addressed above, Aggrieved Employees were not properly compensated, nor were they paid overtime and double time rates for hours worked in excess of eight hours or twelve hours in a given day, and/or forty hours in a given week. Defendants did not make available to Employees a reasonable protocol for correcting time records when Employees worked overtime hours or to fix incorrect time entries or those that Defendants unlawfully under-recorded to the Employee's detriment. Defendants have also violated these provisions by requiring Plaintiff and other similarly situated Aggrieved Employees to work through meal periods when they were required to be clocked out or to otherwise work off the clock to complete their daily job duties.

In light of the forgoing, Aggrieved Employees seek to recover wages and penalties pursuant to the California Labor Code, including Labor Code §§ 204, 510, 558, 1174, 1194, 1198, 1199, and the relevant paragraphs of the IWC Wage Orders, including paragraphs 2(K), 2(S), 3(A), 4, and 20. Defendants are liable to Employees for the full amount of all their unpaid wages and overtime compensation, with interest, plus their reasonable attorneys' fees and costs, as well as the assessment of any statutory penalties against Defendants, and each of them, and any additional sums as provided by the Labor Code and/or other statutes and Wage Order provisions.

Under the PAGA, and following exhaustion of the notice period, Plaintiff is seeking all civil and statutory penalties available and applicable under Labor Code §§ 510, 558, 1194.2, 1197.1, 1199, 2699(f)(2), and 2699.5, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Meal-Period Liability Under Labor Code §§ 226.7 and 512 and Penalties

Defendants have regularly required Aggrieved Employees to work shifts in excess of five hours without providing them with uninterrupted meal periods of not less than thirty minutes as required under Labor Code §§ 226.7, 512, and paragraph 11 of the applicable Wage Orders. Specifically, Aggrieved Employees were forced to incur shortened meal periods, were provided with breaks late and well after the fifth hour of work, could not be relieved to take breaks, or were required to remain on-duty at all times and were unable to take off-duty breaks or were otherwise not provided with the opportunity to take required breaks. Additionally, to the extent Aggrieved Employees were permitted to take meal breaks, they were prohibited from leaving the premises.

On the occasions when Aggrieved Employees were provided with a meal period, it was often untimely or interrupted by having to respond to work demands or remain under Defendant's control, in violation of the Labor Code and applicable Wage Orders. On shifts over ten hours, second meal periods were not provided. Defendants also failed to pay Aggrieved Employees "premium pay," i.e. one hour of wages at each Aggrieved Employee's effective regular rate of pay, for each meal period that Defendants failed to provide or deficiently provided, including by miscalculating any premium payments they did make. Therefore, pursuant to Labor Code § 226.7 and paragraphs 11 and 20 of the applicable IWC Wage Order, Aggrieved Employees are entitled to damages in an amount equal to one hour of wages at their correctly calculated regular



rate of compensation for each meal period not provided or deficiently provided, as well as the assessment of any statutory penalties against the Defendants, and each of them, in a sum as provided by the Labor Code, including Labor Code § 558 and other applicable statutes and Wage Order provisions. Defendants also miscalculated the rate at which they paid any meal period or rest period premiums when Defendant did attempt to pay them, resulting in further violations of section 226.7.

Under the PAGA, and following exhaustion of the notice period, Plaintiff is seeking all civil and statutory penalties and wages as available and applicable under Labor Code §§ 226.7, 512, 558, including sections 558(a)(1)-(3), 1199, 2699(f)(2) and 2699.5, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Rest-Break Liability Under Labor Code § 226.7 and Penalties

Defendants have consistently failed to provide Aggrieved Employees with paid rest breaks of not less than ten minutes for every work period of four or more consecutive hours, as required under Labor Code § 226.7. Specifically, Defendants provided rest periods untimely or for shortened durations, and Defendants' policies and procedures required Aggrieved Employees to remain under Defendants' control during breaks to respond to job requirements. Moreover, to the extent Aggrieved Employees were permitted to take rest breaks, they were prohibited from leaving the premises.

Defendants also failed to pay Aggrieved Employees premium pay for each day on which requisite rest breaks were not provided or were deficiently provided, or miscalculated any premiums paid. Therefore, pursuant to Labor Code § 226.7 and paragraphs 12 and 20 of the applicable IWC Wage Order, Aggrieved Employees are entitled to damages in an amount equal to one hour of wages at their correctly calculated regular rate of compensation for each rest period not provided or deficiently provided, as well as the assessment of any statutory penalties against the Defendants, and each of them, in a sum as provided by the Labor Code, including Labor Code § 558 and other applicable statutes and Wage Order provisions.

Under the PAGA, and following exhaustion of the notice period, Plaintiff is seeking all civil and statutory penalties and wages as available and applicable under Labor Code §§ 226.7, 512, 558, including sections 558(a)(1)-(3), 1199, 2699(f)(2), and 2699.5, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Failure to Issue Accurate and Itemized Wage Statements in Violation of Labor Code § 226

California Labor Code § 226(a) requires an employer to furnish each employee with an accurate, itemized wage statements in writing. These statements must be appended to the detachable part of the check, draft, voucher, or whatever else serves to pay the employee's wages; or, if wages are paid by cash or personal check, these statements may be given to the employee separately from the payment of wages; in either case the employer must give the employee these statements twice a month or each time wages are paid. As a direct and proximate cause of Defendants' violation of Labor Code § 226(a), Aggrieved Employees suffered injuries, including among other things confusion over whether they received all wages owed them, the difficulty and expense



involved in reconstructing pay records, and forcing them to make mathematical computations to analyze whether the wages paid in fact compensated them correctly for all hours worked.

Defendants failed to provide accurate itemized wage statements in writing, as required by the Labor Code and paragraph 7 of the applicable IWC Wage Orders. Any wage statements given to Employees by Defendants necessarily failed to accurately account for wages, overtime, and premium pay, including by failing to pay for all hours worked, failure to pay for all overtime hours worked or at the correct rate of pay and for providing deficient meal periods and rest breaks, all of which Defendants knew or reasonably should have known were owed to the Employees, as alleged above.

In light of these violations, and pursuant to Labor Code §§ 226(a) and 226(e) and paragraphs 4(b), 7, and 20 of the applicable IWC Wage Orders, Aggrieved Employees are entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) for each violation in a subsequent pay period, not exceeding an aggregate penalty of four thousand dollars (\$4,000). They are also entitled to an award of costs and reasonable attorneys' fees.

Under the PAGA, and following exhaustion of the notice period, Plaintiff asserts PAGA claims for failure to provide Aggrieved Employees with accurate, itemized wage statements and failure to maintain employment records for Plaintiff and Aggrieved Employees under Labor Code §§ 226, 1174, and 1198.5, and Sections 7(A), 7(B), and 7(C) of the applicable IWC Wage Order(s) seeking all civil and statutory penalties and wages available and applicable under Labor Code §§ 226(e), 226.3, 558, 1174.5, 1199, and 2699(f)(2), and paragraph 20 of the applicable IWC Wage Order, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1). More specifically, by providing inaccurate wage statements and failing to maintain records as required under Labor Code § 226(a), Defendants committed ongoing violations giving rise to civil penalties under Labor Code § 226.3, which in addition to other penalties provided by law, subjects Defendants to "a penalty in the amount of two hundred fifty dollars (\$250) per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for each violation in a subsequent citation, ..."

Failure to Issue Semimonthly Payments in Violation of Labor Code § 204

In failing to pay Aggrieved Employees wages, overtime, premium pay, etc., and failing to provide them with checks and wage statements, Defendants failed to timely pay Aggrieved Employees wages on a semimonthly basis as required under Labor Code § 204. Defendants failed to maintain records showing accurate hours worked daily and the wages paid to Aggrieved Employees, as well as the meal and rest periods taken by Aggrieved Employees, as required by Labor Code § 1174 and the applicable IWC wage orders.

Defendants also required Aggrieved Employees to work hours off the clock for which they were not compensated, including during interrupted or otherwise on-duty meal and rest periods. Defendants also failed to pay all overtime premium wages owed for work conducted on a work shift and a workday, or miscalculated these premiums by not including all forms of remuneration



in the regular rate, as addressed above. Therefore, when Aggrieved Employees received wage statements and pay checks, they did not compensate all hours worked on a timely basis, resulting in Defendants' systematic failure to pay all wages owed to Aggrieved Employees twice monthly in accordance with the requirements of Labor Code § 204. Additionally, by not providing wage statements as required under section 204, Defendants systematically violated Labor Code § 204 and § 226.

Given the above described off the clock work, and the failure to incorporate non-discretionary bonuses and/or commissions into the regular rate used to calculate and pay for overtime, Plaintiff was not paid at the correct overtime rate for all hours she worked after eight hours into a shift or over forty in a work week and that she was not paid all double time owed either. Defendants' uniformly applied payroll policies and practices thus resulted in further systematic and ongoing violations of the requirements of Labor Code § 204.

In light of the foregoing, Plaintiff and Aggrieved Employees seek to recover wages and penalties, interest, fees and costs pursuant to Labor Code §§ 201.3, 210, 218.5, 558, and 1194. In failing to pay Aggrieved Employees minimum wages and overtime, by requiring off the clock work, by not providing proper meal and rest periods, failing to provide accurate itemized wage statements, and failing to pay Employees wages upon termination or timely upon resignation, all discussed above, Defendants failed to timely pay Aggrieved Employees wages on a semimonthly basis as required under Labor Code § 204. Defendants also failed to maintain records showing accurate hours worked daily and the wages paid to Aggrieved Employees, as required by Labor Code § 1174 and paragraph 7 of the applicable IWC Wage Orders, entitling Aggrieved Employees to recover penalties pursuant to paragraph 20 of the applicable IWC Wage Orders.

Under the PAGA, and following exhaustion of the notice period, Plaintiff asserts PAGA claims for failure to timely pay all wages owed, including at least semi-monthly and upon separation or termination, under Labor Code §§ 203, 204, 2926, 2927, and 2699.5 seeking all civil penalties available and applicable under Labor Code §§ 204, 210, 558, 1197, 1198, 1199 and 2699(f)(2), and paragraph 20 of the applicable IWC Wage Orders, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Failure to Keep Records In Accordance With Labor Code § 1174

Labor Code § 1174 requires employers to keep records showing payroll data and the hours worked daily by and the wages paid to employees. By failing to pay Aggrieved Employees proper wages, overtime, double time, premium pay, etc., and by not recording meal period start and end times, all discussed herein, Defendants failed to maintain proper employment records in accordance with Section 1174. In light of the foregoing, Plaintiff and Aggrieved Employees seek to recover penalties pursuant to Labor Code §§ 1174.5 and 2699, *et seq.* Defendants have also failed to comply with paragraph 7 of the applicable California IWC Wage Orders by failing to maintain time records showing when the employee begins and ends each work period, meal periods, wages earned pursuant to Labor Code § 226.7, and total daily hours worked by itemizing in wage statements all deductions from payment of wages and accurately reporting



total hours worked by the Aggrieved Employees, and they are entitled to recover penalties pursuant to paragraph 20 of the applicable IWC Wage Orders.

Under the PAGA, and following exhaustion of the notice period, Plaintiff asserts PAGA claims for failure to provide Plaintiff and the Aggrieved Employees with accurate, itemized wage statements and failure to maintain employment records for Plaintiff and Aggrieved Employees under Labor Code §§ 226, 1174, 1198, and 1198.5, and Sections 7(A), 7(B), and 7(C) of the applicable IWC Wage Order(s) seeking all civil and statutory penalties and wages available and applicable under Labor Code §§ 558, 1174.5, 1199, and 2699(f)(2), 2699.5, and paragraph 20 of the applicable IWC Wage Order, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Waiting Time Penalties Pursuant to Labor Code § 203

Some Aggrieved Employees no longer work for Defendants; they either resigned or were terminated from Defendants' employ. Based on the forgoing, Defendants have had a consistent policy of failing to pay all wages earned by and owed to Aggrieved Employees at the time of their termination of within seventy-two hours of their resignation, as required by California under Labor Code § 203. In light of the forgoing, Plaintiff and Aggrieved Employees seek to recover wages and penalties pursuant to Labor Code § 558 and further specifically seek penalties and wages under Labor Code § 203, which provides that an employee's wages shall continue until paid for up to thirty (30) days from the date they were due.

Under the PAGA, and following exhaustion of the notice period, Plaintiff asserts PAGA claims for failure to timely pay all wages owed, including at least semi-monthly and upon separation or termination, under Labor Code §§ 201, 201, 203, 204, 1197.5, 2926, and 2927 seeking all civil penalties available and applicable under Labor Code §§ 201, 202, 203, 210, 558, 1197, 1198, 1199, 2699(f)(2), 2699.5, and paragraph 20 of the applicable IWC Wage Orders, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Failure to Reimburse for Necessary Business Expenditures in Violation of Labor Code § 2802

Defendants have regularly required Plaintiff to incur business expenses in the course of performing his required job duties for Defendants including for cell phone expenses and mileage. Upon information and belief, Aggrieved Employees incurred similar costs. These expenses incurred by Plaintiff and Aggrieved Employees were necessary and required of them in performing their assigned job duties, but Defendants failed to reimburse Aggrieved Employees for all such necessary expenditures, thus entitling them to reimbursement according to proof as required under Labor Code § 2802 and the applicable provisions of the IWC Wage Orders.

Defendants systematically and uniformly failed to reimburse those lawful and necessary work related expenses or losses incurred in direct discharge of their job duties during employment with Defendants and at the direction of the Defendants pursuant to Labor Code § 2802(a) and the applicable IWC Wage Orders, paragraph 9. Defendants are liable for PAGA penalties resulting from their failure to reimburse necessary business expenses incurred by the Aggrieved



Employees. Accordingly, Aggrieved Employees are entitled to recover, and hereby seek through this Representative Action, all civil and statutory penalties authorized for violations of California Labor Code §§ 1198 and 2802, and Section 9(B) of the applicable IWC Wage Orders, and Plaintiff seeks all civil and statutory penalties available and applicable under Labor Code §§ 2802 and 2699(f)(2), and also attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Failure to Provide Paid Sick Days

Defendants violated California Labor Code § 246 by not providing all required paid sick days to Plaintiffs and the Aggrieved Employees. Labor Code § 246 provides that an 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 as specified in this section.” Defendants failed to provide Plaintiffs and the other similarly Aggrieved Employees with all their required and earned sick days, in violation of Labor Code § 246.

Failure to Provide Suitable Seating

Plaintiff also alleges that operations at Defendants' facilities allowed for the presence and use of a stool or seat by the Aggrieved Employees during the performance of their work duties. The nature of the effected job positions can reasonably be accomplished while using a seat or stool. California Labor Code § 1198 requires that “. . . the standard conditions of labor fixed by the commission shall be the . . . standard conditions of labor for employees. The employment of any employee . . . under conditions of labor prohibited by the order is unlawful.” Paragraph (14)(A) of the applicable IWC Wage Orders provides that “[a]ll working employees shall be provided with suitable seats when the nature of the work reasonably permits the use of seats.” Paragraph 14(B) of the applicable IWC Wage Orders provides that “[w]hen employees are not engaged in the active duties of their employment and the nature of the work requires standing, an adequate number of suitable seats shall be placed in reasonable proximity to the work area and employees shall be permitted to use such seats when it does not interfere with the performance of their duties.

In violation of the applicable sections of the California Labor Code and the requirements of the applicable IWC Wage Order, Defendants failed to provide Aggrieved Employees suitable seating when the nature of these employees' work reasonably permitted sitting. Defendants knew or should have known that Aggrieved Employees were entitled to suitable seating and/or were entitled to sit when it did not interfere with the performance of their duties, and that Defendants did not provide suitable seating and did not allow them to sit when it did not interfere with the performance of their duties.

With their conduct, Defendants have violated California Labor Code § 1198 and Paragraph 14 of the applicable IWC Wage Orders by failing to provide suitable seating to Aggrieved Employees. Defendants have violated the California Labor Code, including Section 1198, and regulations promulgated thereunder as herein alleged, including Paragraph 14 of the applicable IWC Wage Orders.



Unfair Competition Under Business and Professions Code § 17200, et seq.

Consequently, Defendants' conduct has been and continues to be unfair, unlawful, and harmful to Plaintiff and Aggrieved Employees and the general public in violation of Business & Professions Code § 17200 *et seq.*

Plaintiff's PAGA Claim under Labor Code § 2698 et seq. and Recovery Bases:

After complying with the notice procedures of Labor Code § 2699.3 and the running of the notice period after the filing of the attached Class Action Complaint, Plaintiff will file an amended Complaint asserting, as a representative action on behalf of the California Attorney General and the other similarly Aggrieved Employees, a PAGA claim for violations of the above addressed underlying claims and seeking penalties as specified by the applicable corresponding provisions.

Plaintiff and the Aggrieved Employees seek penalties under Labor Code §§ 2698 and 2699 for Defendants' violation of Labor Code provisions included under Labor Code § 2699.5, including the penalty provisions, without limitation, based, *inter alia*, on the following California Labor Code sections: §§ 201, 202, 203, 204, 210, 226, 226(b), 226.3, 226.7, 510, 512, 551, 552, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1198, 1198.5, 1199, 2698, 2699, *et seq.* and 2802, including as follows:

(a) **Wage Claims:** For failure to provide Plaintiff and the Aggrieved Employees all earned regular pay and minimum wages for regular hours worked and for failure to pay overtime premium wages for overtime hours worked under Labor Code §§ 510, 1194(a), 1197, and 1198, and paragraphs 2(K), 3(A), 4(A), 4(B) and 20 of the applicable IWC Wage Order(s) seeking all civil and statutory penalties available and applicable under Labor Code §§ 510, 558, 1194.2, 1197.1, 1198, 1199, 2699(f)(2), and 2699.5, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1); +

(b) **Meal and Rest Period Claims:** For failure to provide Plaintiff and the Aggrieved Employees off-duty, timely, and unpaid meal periods and failure to authorize and permit them to take off-duty, timely, and paid rest periods, or pay one hour of regular pay in lieu thereof, under Labor Code §§ 512, 1198, and 226.7, and Sections 11, 12(A), and 12(B) of the applicable IWC Wage Order(s) seeking all civil and statutory penalties available and applicable, including under paragraph 20 of the applicable IWC Wage Orders, and wages under Labor Code §§ 226.7, 512, 558, including sections 558(a)(1)-(3), 1199 and 2699(f)(2), and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1);

(c) **Inaccurate Wage Statements and Failure to Maintain Records:** For failure to provide Plaintiff and the Aggrieved Employees with wage statements or with accurate, itemized wage statements and failure to maintain employment records for Plaintiff and Aggrieved Employees under Labor Code §§ 226, 1174, and 1198.5, and Sections 7(A), 7(B), and 7(C) of the applicable IWC Wage Order(s) seeking all civil and statutory penalties and wages available and applicable under Labor Code §§ 226(e), 226.3, 558, 1174.5, 1199, and 2699(f)(2), and paragraph 20 of the applicable IWC Wage Order, and also for attorneys' fees and costs pursuant



to Labor Code § 2699(g)(1). More specifically, by providing inaccurate wage statements and failing to maintain records as required under Labor Code § 226(a), Defendants committed ongoing violations giving rise to civil penalties under Labor Code § 226.3, which in addition to other penalties provided by law, subjects Defendants to “a penalty in the amount of two hundred fifty dollars (\$250) per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for each violation in a subsequent citation, ...”;

(d) Failure to Timely Pay Wages: For failure to timely pay all wages owed, including at least semi-monthly and upon separation or termination, under Labor Code §§ 201, 201, 203, 204, 1197.5, 2926, and 2927 seeking all civil penalties available and applicable under Labor Code §§ 201, 202, 203, 210, 558, 1197, 1198, 1199 and 2699(f)(2), and paragraph 20 of the applicable IWC Wage Orders, and also for attorneys’ fees and costs pursuant to Labor Code § 2699(g)(1);

(e) Failure to Properly Provide Paid Sick Days: For Defendants’ failure to properly provide Employees with all their required and earned sick days in violation of Labor Code §§ 245 *et seq.* and 246 the civil and statutory penalties available and applicable under Labor Code §§ 245 *et seq.* and 246, 1194.2, 1197.1, 1198, 1199, 2699.3(b), and 2699(f)(2), and also for attorneys’ fees and costs pursuant to Labor Code § 2699(g)(1);

(f) Failure to Reimburse Business Expenses: For Defendants’ failure to reimburse the necessary work related expenses incurred under Labor Code §§ 1197, 1197.1, 1198, and 2802, and Sections 2(K), 4, 9, and 20 of the applicable IWC Wage Order(s), seeking civil penalties available and applicable under Labor Code §§ 1197, 1197.1, 1198, 2802, 2699.5, and 2699(f)(2) and paragraph 9 and 20 of the IWC Wage Orders, and also attorneys’ fees and costs pursuant to Labor Code § 2699(g)(1);

(g) All Alleged Violations of the IWC Wage Orders: For any above addressed violation of the applicable provisions of the IWC Wage Orders constituting violations of Labor Code § 1198 and Labor Code § 2699.5, and seeking penalties available and applicable under Labor Code § 2699(f)(2) and paragraph 20 of the applicable IWC Wage Orders, and for attorneys’ fees and costs pursuant to Labor Code § 2699(g)(1).

We have been constrained to initially move forward with the filing of this Complaint, alleging the causes of action discussed herein, without the PAGA claim. Thus, any action by the LWDA would not resolve the entirety of the case, and the interest of judicial economy will be served by allowing the case to proceed as a cohesive whole.

This letter and the attached Complaint therefore provide the requisite notice under the Act to the LWDA and Defendants by setting forth the specific provisions of the Labor Code and related provisions Plaintiff alleges have been violated, including the facts and relevant theories alleged against RNLA WAD, LLC; CAMPOS FOODS, LLC; MARANATHA FOODS, LLC; BLUE SKIES FOODS, LLC; FAM GSM, LLC; RAMZI AWAD; and any other named Defendants and joint employers. To prevent the violations described in the Complaint and herein from occurring,

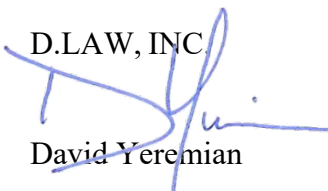


and to remedy past violations, Plaintiff respectfully requests that the LWDA conduct an investigation into Defendants' employment practices in accordance with the Act.

Wherefore we request that you advise us, by certified mail within sixty days of the postmark on this letter, whether you intend to proceed with these claims or whether Plaintiff and the Aggrieved Employees should include them in an amended Labor Code § 2698 *et seq.* claim under the Act in an amended Complaint.

Regards,

D.LAW, INC



David Yeremian

Cc: RNLAOWAD, LLC; CAMPOS FOODS, LLC; MARANATHA FOODS, LLC; BLUE SKIES FOODS, LLC; FAM GSM, LLC; RAMZI AWAD; by Certified Mail

EXHIBIT 3

Chestang v. RNLA WAD, LLC						
Litigation Costs						
Service Date		Details		Provider		Amount
04/19/2024		LWDA - PAGA Letter		LWDA		\$ 75.00
04/22/2024		Summons & Complaint		Proceed		\$ 1,492.47
04/25/2024		Process of Service - RNLA WAD, LLC		Proceed		\$ 82.40
04/29/2024		Process of Service - Ramzi Awad		Proceed		\$ 82.40
05/07/2024		Process of Service - Fam GSM, LLC		Proceed		\$ 77.25
05/17/2024		Process of Service - Blue Skies Foods, LLC		Proceed		\$ 118.45
05/17/2024		Process of Service - Campos Foods, LLC		Proceed		\$ 118.45
05/17/2024		Process of Service - Maranatha Foods, LLC		Proceed		\$ 118.45
06/04/2024		POS		Proceed		\$ 14.42
06/13/2024		Notice of Posting Jury Fees		Proceed		\$ 168.92
06/26/2024		First Amended Complaint		Proceed		\$ 14.42
08/21/2024		Notice of Acknowledgment of Receipt		Proceed		\$ 15.19
10/18/2024		Case Management Statement		Proceed		\$ 15.19
10/22/2024		Notice of Case Management Conference		Proceed		\$ 15.19
10/23/2024		Notice of Change of Address		Proceed		\$ 15.19
11/21/2024		Document Retrieval from Docket		San Diego Superior Court		\$ 5.00
11/27/2024		Arbitration Initiation		JAMS, Inc.		\$ 411.96
02/22/2025		Notice of Unavailability		Proceed		\$ 15.19
12/08/2025		Mediation		Marsili, Jason		\$ 9,000.00
12/18/2025		Mediation Expert Analysis		Berger Consulting Group		\$ 6,615.00
01/22/2026		Case Management Statement		Proceed		\$ 17.53
01/22/2026		Disassociation of Attorney		Proceed		\$ 17.53
03/03/2026		Notice of Change of Address		Proceed		\$ 17.53
5/12/26		Joint Status Conference Statement		Proceed		\$ 17.53
FUTURE		Motion for Preliminary Approval		Proceed		\$ 78.00
FUTURE		Motion for Final Approval of Settlement		Proceed		\$ 78.00
FUTURE		Decl of Class Admin re Final Distribution		Proceed		\$ 17.53
FUTURE		Nte of Entry of Final Order & Judgment		Proceed		\$ 17.53
Total						\$ 18,731.72

EXHIBIT 4

LAFFEY MATRIX

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

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

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

* $\frac{1}{2}$ 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

Row Labels	Sum of Billable Time
Jonas Agle	33.9
Natalie Haritoonian	28.9
Bradford Smith	24.5
Enoch Kim	13.6
Grand Total	100.9

Attorney	Total Time	Rate	Total Billable Amount
Jonas Agle	33.9	\$ 610.00	\$ 20,679.00
Natalie Haritoonian	28.9	\$ 992.00	\$ 28,668.80
Bradford Smith	24.5	\$ 625.00	\$ 15,312.50
Enoch Kim	13.6	\$ 1,350.00	\$ 18,360.00
Total	100.9		\$ 83,020.30

Grand Total	Total Time		Total Billable Amount
Attorneys	100.9		\$ 83,020.30
Total	100.9		\$ 83,020.30

Case Title	Date	Billable Time	Attorney/Paralegal	Notes
Chestang v. RNLAOWAD, LLC, et al.	3/18/2024	0.2	Natalie Haritoonian	reviewed case assignment; assigned to JA
Chestang v. RNLAOWAD, LLC, et al.	3/28/2024	2.3	Jonas Agle	Draft/revise review employment manual, research on racial harassment issues, and start drafting complaint
Chestang v. RNLAOWAD, LLC, et al.	3/29/2024	3	Jonas Agle	Draft/revise complaint and paga letter
Chestang v. RNLAOWAD, LLC, et al.	3/29/2024	2	Jonas Agle	Draft/revise worked on complaint, research on legal issues
Chestang v. RNLAOWAD, LLC, et al.	4/1/2024	1.3	Jonas Agle	Draft/revise finalize complaint and PAGA letter + proofreading
Chestang v. RNLAOWAD, LLC, et al.	4/19/2024	3	Natalie Haritoonian	reviewed class action complaint and PAGA letter; made revisions adding integrated enterprise theory; correspondence to JA re revisions; finalized both documents; correspondence to KP re filing
Chestang v. RNLAOWAD, LLC, et al.	4/26/2024	0.2	Jonas Agle	Review/analyze confirm lack of def appearance
Chestang v. RNLAOWAD, LLC, et al.	5/22/2024	0.2	Natalie Haritoonian	reviewed defendant's correspondence re proof of service and responsive pleading extension; correspondence to JA re contacting defense counsel re POS and to schedule call to discuss case
Chestang v. RNLAOWAD, LLC, et al.	5/23/2024	0.1	Jonas Agle	Communicate (other outside counsel) correspondence with OC
Chestang v. RNLAOWAD, LLC, et al.	5/28/2024	0.1	Jonas Agle	Communicate (in firm) discuss case with NH
Chestang v. RNLAOWAD, LLC, et al.	5/28/2024	0.8	Jonas Agle	Review/analyze arb agreement
Chestang v. RNLAOWAD, LLC, et al.	5/28/2024	0.2	Jonas Agle	Communicate (other outside counsel) call with OC
Chestang v. RNLAOWAD, LLC, et al.	5/28/2024	1.4	Jonas Agle	Review/analyze case file in advance of call with OC
Chestang v. RNLAOWAD, LLC, et al.	5/28/2024	0.1	Natalie Haritoonian	reviewed POS of summons/complaint; correspondence to KP re filing POS with court
Chestang v. RNLAOWAD, LLC, et al.	5/29/2024	0.1	Natalie Haritoonian	reviewed correspondence from JA re mediation
Chestang v. RNLAOWAD, LLC, et al.	6/3/2024	0.6	Jonas Agle	Review/analyze communication w NH, case doc review
Chestang v. RNLAOWAD, LLC, et al.	6/3/2024	0.1	Natalie Haritoonian	correspondence to JA re mediation
Chestang v. RNLAOWAD, LLC, et al.	6/11/2024	0.4	Jonas Agle	Draft/revise FAC
Chestang v. RNLAOWAD, LLC, et al.	6/11/2024	0.1	Jonas Agle	Communicate (other outside counsel) correspondence with OC
Chestang v. RNLAOWAD, LLC, et al.	6/17/2024	0.1	Natalie Haritoonian	reviewed court filing of POS
Chestang v. RNLAOWAD, LLC, et al.	6/18/2024	0.2	Natalie Haritoonian	correspondence to defense counsel re mediation
Chestang v. RNLAOWAD, LLC, et al.	6/21/2024	0.4	Jonas Agle	Draft/revise fac
Chestang v. RNLAOWAD, LLC, et al.	6/21/2024	0.4	Natalie Haritoonian	reviewed FAC (adding PAGA); correspondence to SP re filing
Chestang v. RNLAOWAD, LLC, et al.	7/15/2024	0.1	Natalie Haritoonian	reviewed court filing order accepting filing of FAC; updated PAGA FAC filing chart
Chestang v. RNLAOWAD, LLC, et al.	7/17/2024	0.8	Jonas Agle	Review/analyze case review - reviewed file, correspondence, complaint, issue summary
Chestang v. RNLAOWAD, LLC, et al.	8/6/2024	0.2	Natalie Haritoonian	correspondence to JA re status of case
Chestang v. RNLAOWAD, LLC, et al.	9/17/2024	0.1	Jonas Agle	Communicate (in firm) discussed client contact issues with SP
Chestang v. RNLAOWAD, LLC, et al.	9/17/2024	0.1	Jonas Agle	Communicate (in firm) discussed with NH
Chestang v. RNLAOWAD, LLC, et al.	9/26/2024	0.6	Jonas Agle	Communicate (with client) WT intake, case update, obtained approval to dismiss class claims and demand arb
Chestang v. RNLAOWAD, LLC, et al.	9/26/2024	0.2	Natalie Haritoonian	correspondence to JA re arbitration and mediation
Chestang v. RNLAOWAD, LLC, et al.	9/30/2024	0.1	Jonas Agle	Communicate (in firm) discuss with NH
Chestang v. RNLAOWAD, LLC, et al.	9/30/2024	0.2	Jonas Agle	Communicate (other outside counsel) call with OC re dismissing class claims, staying paga, stip to arb, paga mediation
Chestang v. RNLAOWAD, LLC, et al.	9/30/2024	1.3	Jonas Agle	Review/analyze case file and arb agreement
Chestang v. RNLAOWAD, LLC, et al.	9/30/2024	0.2	Natalie Haritoonian	correspondence to defense counsel re mediators
Chestang v. RNLAOWAD, LLC, et al.	10/3/2024	0.2	Natalie Haritoonian	correspondence to JA re agreeing to mediator Bongiovi
Chestang v. RNLAOWAD, LLC, et al.	10/3/2024	0.2	Natalie Haritoonian	correspondence to defense counsel re mediation dates
Chestang v. RNLAOWAD, LLC, et al.	10/7/2024	0.3	Natalie Haritoonian	correspondence to defense counsel re mediation
Chestang v. RNLAOWAD, LLC, et al.	10/17/2024	0.3	Natalie Haritoonian	reviewed joint stipulation and order re dismissing class claims, submitting individual claims to arbitration, and staying PAGA
Chestang v. RNLAOWAD, LLC, et al.	10/22/2024	0.2	Natalie Haritoonian	correspondence to defense counsel re mediation
Chestang v. RNLAOWAD, LLC, et al.	10/28/2024	0.2	Natalie Haritoonian	correspondence to defense counsel re mediation
Chestang v. RNLAOWAD, LLC, et al.	10/31/2024	0.2	Natalie Haritoonian	correspondence to JA re filing demand for arbitration or entering into tolling agreement
Chestang v. RNLAOWAD, LLC, et al.	10/31/2024	0.2	Natalie Haritoonian	correspondence to defense counsel re mediation; correspondence to SP re contacting Henry Bongiovi's case manager
Chestang v. RNLAOWAD, LLC, et al.	11/5/2024	0.3	Natalie Haritoonian	correspondence to defense counsel re mediation dates
Chestang v. RNLAOWAD, LLC, et al.	11/6/2024	0.3	Natalie Haritoonian	correspondence to defense counsel re mediators
Chestang v. RNLAOWAD, LLC, et al.	11/13/2024	0.2	Natalie Haritoonian	correspondence to defense counsel re mediators
Chestang v. RNLAOWAD, LLC, et al.	11/25/2024	3.5	Jonas Agle	Draft/revise demand for arbitration
Chestang v. RNLAOWAD, LLC, et al.	11/27/2024	0.2	Natalie Haritoonian	correspondence to defense counsel re mediators
Chestang v. RNLAOWAD, LLC, et al.	11/27/2024	1	Natalie Haritoonian	reviewed demand for arbitration; made revisions; correspondence to JA re same
Chestang v. RNLAOWAD, LLC, et al.	12/3/2024	0.4	Natalie Haritoonian	multiple correspondence to defense counsel re mediators
Chestang v. RNLAOWAD, LLC, et al.	12/9/2024	0.2	Natalie Haritoonian	correspondence to defense counsel re mediators
Chestang v. RNLAOWAD, LLC, et al.	2/24/2025	0.2	Natalie Haritoonian	correspondence to defense counsel re mediation
Chestang v. RNLAOWAD, LLC, et al.	3/3/2025	0.2	Natalie Haritoonian	correspondence to defense counsel re mediators
Chestang v. RNLAOWAD, LLC, et al.	3/12/2025	0.2	Natalie Haritoonian	correspondence to defense counsel re mediators
Chestang v. RNLAOWAD, LLC, et al.	3/13/2025	0.2	Natalie Haritoonian	correspondence to defense counsel re mediators
Chestang v. RNLAOWAD, LLC, et al.	3/17/2025	0.2	Natalie Haritoonian	correspondence to defense counsel re scheduling mediation with David Phillips
Chestang v. RNLAOWAD, LLC, et al.	4/15/2025	0.2	Natalie Haritoonian	correspondence to defense counsel re mediation
Chestang v. RNLAOWAD, LLC, et al.	5/23/2025	0.2	Natalie Haritoonian	correspondence to DY re status of case/mediation
Chestang v. RNLAOWAD, LLC, et al.	5/23/2025	0.2	Natalie Haritoonian	correspondence to defense counsel re mediators
Chestang v. RNLAOWAD, LLC, et al.	6/11/2025	0.2	Natalie Haritoonian	correspondence to defense counsel re mediation with Jason Marsili
Chestang v. RNLAOWAD, LLC, et al.	6/12/2025	0.2	Natalie Haritoonian	correspondence to defense counsel re mediation dates
Chestang v. RNLAOWAD, LLC, et al.	6/26/2025	0.2	Natalie Haritoonian	correspondence to defense counsel re scheduling mediation with Jason Marsili
Chestang v. RNLAOWAD, LLC, et al.	6/30/2025	2.5	Natalie Haritoonian	reviewed WT complaint; correspondence to JA re revisions
Chestang v. RNLAOWAD, LLC, et al.	7/1/2025	0.2	Natalie Haritoonian	correspondence to defense counsel re scheduling mediation
Chestang v. RNLAOWAD, LLC, et al.	12/9/2025	3	Jonas Agle	full analysis of file and claims, client call, draft mediation brief
Chestang v. RNLAOWAD, LLC, et al.	12/10/2025	3.3	Jonas Agle	draft mediation brief
Chestang v. RNLAOWAD, LLC, et al.	12/11/2025	3	Natalie Haritoonian	reviewed mediation brief
Chestang v. RNLAOWAD, LLC, et al.	12/12/2025	8	Jonas Agle	prepare for and attend mediation
Chestang v. RNLAOWAD, LLC, et al.	12/12/2025	8	Natalie Haritoonian	mediation
Chestang v. RNLAOWAD, LLC, et al.	1/22/2026	1.5	Natalie Haritoonian	reviewed MOU prepared by defense counsel; made revisions; correspondence to JA re same
Chestang v. RNLAOWAD, LLC, et al.	1/27/2026	1	Natalie Haritoonian	reviewed defendant's revisions to the MOU; made further revisions; correspondence to JA re same
Chestang v. RNLAOWAD, LLC, et al.	1/28/2026	0.5	Natalie Haritoonian	reviewed case documents; updated settlement tracker spreadsheet
Chestang v. RNLAOWAD, LLC, et al.	2/18/2026	0.5	Natalie Haritoonian	correspondence to settlement team re status of case and sent documents confirming settlement terms
Chestang v. RNLAOWAD, LLC, et al.	2/18/2026	1	Bradford Smith	Reviewed case file and court docket
Chestang v. RNLAOWAD, LLC, et al.	2/19/2026	0.3	Enoch Kim	Confer with team re client correspondence; review case file.
Chestang v. RNLAOWAD, LLC, et al.	2/19/2026	0.1	Bradford Smith	Correspondence with client re MOU and Next steps
Chestang v. RNLAOWAD, LLC, et al.	2/19/2026	0.1	Bradford Smith	Phone call with client re MOU and next steps

Case Title	Date	Billable Time	Attorney/Paralegal	Notes
Chestang v. RNLAWAD, LLC, et al.	2/19/2026	0.8	Bradford Smith	Reviewed case file and court docket
Chestang v. RNLAWAD, LLC, et al.	3/3/2026	1.5	Bradford Smith	Drafted PAGA settlement agreement
Chestang v. RNLAWAD, LLC, et al.	3/3/2026	0.2	Bradford Smith	Correspond with client re update to case and status of settlement
Chestang v. RNLAWAD, LLC, et al.	3/3/2026	0.2	Bradford Smith	Phone call with client re update to case and status of settlement agreement
Chestang v. RNLAWAD, LLC, et al.	3/3/2026	0.2	Bradford Smith	Correspond with OC re status of lfsa
Chestang v. RNLAWAD, LLC, et al.	3/9/2026	1.5	Bradford Smith	Drafted LFSA agreement
Chestang v. RNLAWAD, LLC, et al.	3/10/2026	3.6	Enoch Kim	Review and revise PAGA settlement agreement and notice.
Chestang v. RNLAWAD, LLC, et al.	3/10/2026	0.9	Bradford Smith	Further drafted LFSA
Chestang v. RNLAWAD, LLC, et al.	3/11/2026	0.2	Bradford Smith	Correspond with OC re LFSA
Chestang v. RNLAWAD, LLC, et al.	3/19/2026	0.1	Enoch Kim	Draft correspondence to defense counsel re settlement agreement.
Chestang v. RNLAWAD, LLC, et al.	3/19/2026	0.1	Bradford Smith	Correspond with OC re edits to LFSA
Chestang v. RNLAWAD, LLC, et al.	3/23/2026	0.6	Enoch Kim	Exchange correspondence with defense counsel re settlement agreement and remaining issues.
Chestang v. RNLAWAD, LLC, et al.	3/23/2026	1.2	Bradford Smith	Further revised LFSA
Chestang v. RNLAWAD, LLC, et al.	3/24/2026	0.4	Enoch Kim	Review cost log; confer with BS re settlement agreement issues.
Chestang v. RNLAWAD, LLC, et al.	3/24/2026	0.2	Bradford Smith	Updated costs in LFSA
Chestang v. RNLAWAD, LLC, et al.	3/30/2026	0.2	Bradford Smith	Correspond with OC edits to LFSA
Chestang v. RNLAWAD, LLC, et al.	4/3/2026	0.4	Enoch Kim	Confer with BS re settlement agreement and consider next steps.
Chestang v. RNLAWAD, LLC, et al.	4/3/2026	0.2	Bradford Smith	Correspond with OC re review of SA
Chestang v. RNLAWAD, LLC, et al.	4/6/2026	0.2	Bradford Smith	Call with client re further revisions to SA
Chestang v. RNLAWAD, LLC, et al.	4/9/2026	0.2	Bradford Smith	Call with client re further updates to SA
Chestang v. RNLAWAD, LLC, et al.	4/10/2026	0.2	Bradford Smith	Phone call with client re updates to settlement agreement
Chestang v. RNLAWAD, LLC, et al.	4/16/2026	0.1	Bradford Smith	Correspond with OC re negotiating settlement agreement
Chestang v. RNLAWAD, LLC, et al.	4/22/2026	0.1	Bradford Smith	Correspond with OC re updates to SA
Chestang v. RNLAWAD, LLC, et al.	5/5/2026	0.1	Bradford Smith	Correspond with OC re finalizing SA
Chestang v. RNLAWAD, LLC, et al.	5/5/2026	0.2	Bradford Smith	Phone call and correspond with client re update to case.
Chestang v. RNLAWAD, LLC, et al.	5/8/2026	0.5	Bradford Smith	Drafted Joint CMS
Chestang v. RNLAWAD, LLC, et al.	5/11/2026	0.2	Bradford Smith	Correspond with OC re joint cmc statement
Chestang v. RNLAWAD, LLC, et al.	5/22/2026	0.4	Bradford Smith	Appeared at CMC, CMC was continued to October 16, 2026 Motion hearing
Chestang v. RNLAWAD, LLC, et al.	5/26/2026	0.2	Bradford Smith	Correspond with OC re updates to Settlement Agreement
Chestang v. RNLAWAD, LLC, et al.	6/5/2026	0.1	Bradford Smith	Phone call with client re update to case and settlement agreement still pending
Chestang v. RNLAWAD, LLC, et al.	6/8/2026	0.3	Bradford Smith	Call with OC re. updates to SA
Chestang v. RNLAWAD, LLC, et al.	6/10/2026	0.1	Bradford Smith	Correspond with OC re revisions to PAGA settlement agreement
Chestang v. RNLAWAD, LLC, et al.	6/16/2026	0.2	Bradford Smith	Call with client re updates to agreement and further terms
Chestang v. RNLAWAD, LLC, et al.	6/17/2026	0.3	Enoch Kim	Review correspondence from defense counsel re settlement agreement; consider response.
Chestang v. RNLAWAD, LLC, et al.	7/8/2026	0.1	Bradford Smith	Correspond with PAGA OC re settlement agreement revisions
Chestang v. RNLAWAD, LLC, et al.	7/10/2026	0.5	Bradford Smith	Draft joint CMS
Chestang v. RNLAWAD, LLC, et al.	7/13/2026	0.2	Bradford Smith	Phone call with client re update to case and pending status of settlement agreement
Chestang v. RNLAWAD, LLC, et al.	7/14/2026	0.2	Bradford Smith	Call with client re update to case and terms of agreement
Chestang v. RNLAWAD, LLC, et al.	7/17/2026	0.1	Bradford Smith	Correspond with OC re joint statement
Chestang v. RNLAWAD, LLC, et al.	7/21/2026	0.2	Bradford Smith	Call with client re further update to case
Chestang v. RNLAWAD, LLC, et al.	7/22/2026	0.8	Bradford Smith	Further revised long form settlement agreement
Chestang v. RNLAWAD, LLC, et al.	7/23/2026	0.1	Bradford Smith	Correspond with client re update to agreement
Chestang v. RNLAWAD, LLC, et al.	7/27/2026	0.1	Bradford Smith	Correspond with OC re PAGA LFSA
Chestang v. RNLAWAD, LLC, et al.	7/28/2026	0.1	Bradford Smith	FU with OC re edits to LFSA
Chestang v. RNLAWAD, LLC, et al.	7/28/2026	0.2	Bradford Smith	Phone call with OC re update to agreements and edits
Chestang v. RNLAWAD, LLC, et al.	7/29/2026	0.1	Bradford Smith	Correspond with mediator re settlement and moving forward with agreement with OC
Chestang v. RNLAWAD, LLC, et al.	7/29/2026	0.1	Bradford Smith	Phone call with client re update to status of settlement and negotiations with defendant
Chestang v. RNLAWAD, LLC, et al.	8/4/2026	0.2	Bradford Smith	Correspond with OC re update to approval of settlement agreement
Chestang v. RNLAWAD, LLC, et al.	8/5/2026	0.2	Bradford Smith	Correspond with OC re confirming PAGA Agreement for circulating for signature
Chestang v. RNLAWAD, LLC, et al.	8/7/2026	0.2	Bradford Smith	Appeared for Status Conference re Settlement, Status Conference was continued to November 6, 2026 @ 145 pm
Chestang v. RNLAWAD, LLC, et al.	8/12/2026	0.2	Bradford Smith	Correspond with OC re signed PAGA and FEHA agreements
Chestang v. RNLAWAD, LLC, et al.	8/18/2026	0.2	Bradford Smith	Correspond with OC re defense signatures for settlement agreements
Chestang v. RNLAWAD, LLC, et al.	8/19/2026	0.2	Bradford Smith	Correspond with OC re firm's W-9 for settlement purposes
Chestang v. RNLAWAD, LLC, et al.	8/19/2026	0.1	Bradford Smith	Phone call with client re update to status of agreements
Chestang v. RNLAWAD, LLC, et al.	8/19/2026	0.2	Bradford Smith	Call with OC re status of signatures for settlement agreements
Chestang v. RNLAWAD, LLC, et al.	8/20/2026	0.2	Bradford Smith	Call with client re update to case
Chestang v. RNLAWAD, LLC, et al.	8/21/2026	0.1	Bradford Smith	Phone call with OC re status of signed settlement agreement
Chestang v. RNLAWAD, LLC, et al.	8/21/2026	0.2	Bradford Smith	Phone call with client re update to signed settlement agreement
Chestang v. RNLAWAD, LLC, et al.	8/21/2026	0.2	Bradford Smith	Correspond with OC re fully executed agreement and expectation for signatures
Chestang v. RNLAWAD, LLC, et al.	8/26/2026	0.2	Bradford Smith	Correspond with OC re fully executed PAGA and FEHA agreements
Chestang v. RNLAWAD, LLC, et al.	8/27/2026	0.2	Bradford Smith	Phone call with client re update to signed agreement. Still waiting on OC signatures
Chestang v. RNLAWAD, LLC, et al.	8/31/2026	0.2	Bradford Smith	Correspond with OC re signed agreements
Chestang v. RNLAWAD, LLC, et al.	9/3/2026	0.2	Bradford Smith	Phone call with client re settlement payment info
Chestang v. RNLAWAD, LLC, et al.	9/7/2026	1.2	Bradford Smith	Reviewed and revised Motion for PAGA Approval
Chestang v. RNLAWAD, LLC, et al.	9/8/2026	0.2	Enoch Kim	Review correspondence from defense counsel re settlement agreement; confer with BS re same.
Chestang v. RNLAWAD, LLC, et al.	9/8/2026	0.2	Bradford Smith	Further correspondence with OC re LFSA
Chestang v. RNLAWAD, LLC, et al.	9/8/2026	0.2	Bradford Smith	Correspond with OC re defense counsel signatures for PAGA Agreement
Chestang v. RNLAWAD, LLC, et al.	9/9/2026	0.3	Bradford Smith	Reviewed admin declaration iso approval motion
Chestang v. RNLAWAD, LLC, et al.	9/9/2026	0.1	Bradford Smith	Correspond with settlement admin re updating declaration iso approval motion
Chestang v. RNLAWAD, LLC, et al.	9/9/2026	1.3	Bradford Smith	Further revised motion to approve paga settlement
Chestang v. RNLAWAD, LLC, et al.	9/10/2026	0.9	Bradford Smith	Further reviewed and revised Motion for PAGA Approval
Chestang v. RNLAWAD, LLC, et al.	9/10/2026	0.1	Bradford Smith	Correspond with OC re settlement agreement signatures
Chestang v. RNLAWAD, LLC, et al.	9/11/2026	2.5	Enoch Kim	Review and revise PAGA approval motion documents.
Chestang v. RNLAWAD, LLC, et al.	9/11/2026	0.2	Bradford Smith	Correspond with OC re draft motion and proposed order
Chestang v. RNLAWAD, LLC, et al.	9/11/2026	0.3	Bradford Smith	Phone call and correspond with client re received checks, updated address and estimated hours worked during settlement
Chestang v. RNLAWAD, LLC, et al.	9/14/2026	3.2	Enoch Kim	Review and revise PAGA approval motion documents; confer with BS re same.
Chestang v. RNLAWAD, LLC, et al.	9/14/2026	0.2	Bradford Smith	Correspond with OC re changes to motion and proposed order
Chestang v. RNLAWAD, LLC, et al.	9/14/2026	0.2	Bradford Smith	Correspond with client re updated information for declaration iso approval motion
Chestang v. RNLAWAD, LLC, et al.	9/14/2026	0.6	Bradford Smith	Further reviewed and revised PAGA approval motion
Chestang v. RNLAWAD, LLC, et al.	9/15/2026	2	Enoch Kim	Review and revise PAGA approval motion documents.
Chestang v. RNLAWAD, LLC, et al.	9/15/2026	1.2	Bradford Smith	Further revised motion to approve paga settlement

EXHIBIT 6

NOTICE OF PAGA SETTLEMENT

Michael Chestang v. RNLAWAD, LLC, et al

Superior Court of the State of California for the County of San Diego

Case No. 37-2024-00018557-CU-OE-CTL

<<DATE>>

<<FIRST_NAME>> <<LAST_NAME>>

<<ADDRESS 1>>

<<ADDRESS 2>>

Re: Payment from *Michael Chestang v. RNLAWAD, LLC, et al*

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

RNLAWAD, LLC has entered into a settlement with the State of California in connection with claims brought under the Private Attorneys General Act on behalf of all non-exempt employees who worked for the company at any time from April 19, 2023 through December 12, 2025. Enclosed is your portion of the settlement.

Very Truly Yours,
Phoenix Class Action Settlement Solutions
[INSERT CONTACT INFORMATION]

PLEASE DO NOT CONTACT THE COURT ABOUT THIS NOTICE

EXHIBIT 7