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on behalf of himself and others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

DANIEL ALVAREZ JR., an individual, on
behalf of himself and others similarly
situated,

Plaintiff,

vs.

CULINARY SERVICES OF AMERICA,
INC., a California corporation; FOX
STUDIO LOT LLC, a Delaware limited
liability,

Defendants.

Case No.: 24STCV12720

CLASS ACTION

Assigned for All Purposes To:

Hon. Theresa M. Traber

Dept.: 1

**DECLARATION OF ALVIN B. LINDSAY IN
SUPPORT OF PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
AND PAGA ACTION SETTLEMENT**

Date: February 04, 2026

Time: 08:30 a.m.

Original Complaint Filed: May 17, 2024

First Amended Complaint Filed: July 24, 2024

Trial Date: None Set

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I, Alvin B. Lindsay, declare as follows:

1. I am an attorney licensed and admitted to practice before all courts of the State of California, the United States District Court for the Central, Southern, Eastern, and Northern Districts of California, and the Ninth Circuit Court of Appeals. I am Senior Counsel with D.Law, Inc., and I represent Plaintiff DANIEL ALVAREZ JR (“Plaintiff” or “Class Representative”) on behalf of similarly situated employees of Defendants CULINARY SERVICES OF AMERICA, INC. (“CSS”), and FOX STUDIO LOT LLC (“Fox”) (“Defendants”) (Plaintiff and Defendants are collectively referred to herein as “the Parties”).

2. All of the matters set forth herein are within my personal knowledge. I submit this Declaration in support of Plaintiff's Motion for Preliminary Approval of Class and PAGA Action Settlement ("Motion"). A true and correct copy of the Parties' Class Action and PAGA Settlement Agreement ("Settlement Agreement") is attached hereto as **Exhibit 1**.

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3. Plaintiff worked as a non-exempt, hourly chef and cook for Defendants and seeks to represent approximately 547 current and former non-exempt culinary services workers hired directly by Fox who worked for Fox in California, as well as all non-exempt employees of CSS who provided culinary services to Fox in California, during the Class Period (May 17, 2020 through June 16, 2025), along with 354 similarly defined Aggrieved Employees during the PAGA Period (May 17, 2023 through June 16, 2025). Plaintiff and the other class members and aggrieved employees were employed by Defendants as non-exempt, hourly employees at Defendants' staffing agencies, restaurants, studios, and locations and facilities in California, including in positions related to food preparation, food service, and restaurant work. Defendant CULINARY SERVICES OF AMERICA, INC., a California corporation, and Defendant FOX STUDIO LOT LLC, a Delaware limited liability company, do business in California, including in Los Angeles County.

4. On May 17, 2024, Plaintiff Daniel Alvarez Jr filed a Class Action Complaint alleging twelve causes of action against Defendants for: (1) Failure to Pay Minimum Wages and for All Hours Worked; (2) Failure to Pay Wages and Overtime under Labor Code § 510; (3) Meal Period

Liability, Labor Code § 226.7; (4) Rest-Break Liability, Labor Code § 226.7; (5) Failure to Pay Sick Pay, Labor Code § 246; (6) Violation of Labor Code § 226(a); 7 Violation of Labor Code § 221; (8) Violation of Labor Code § 204; (9) Violation of Labor Code § 203; (10) Failure to Maintain Records Required Under Labor Code §§ 1174, 1174.5; (11) Failure to Produce Requested Employment Records under Labor Code §§ 226, 1198.5; (12) Failure to Reimburse Expenses Under Labor Code § 2802; and (12) Violation of Business & Professions Code § 17200 *et seq.* (the “Action”).

5. Plaintiff submitted a PAGA notice letter (LWDA-CM-1029080-24) to the Labor and Workforce Development Agency (“LWDA”) on May 17, 2024. A true and correct copy of the PAGA notice is attached hereto as **Exhibit 2**, along with confirmation of its submission to the LWDA. On July 24, 2024, Plaintiff filed his First Amended Complaint (“Operative Complaint”), adding claims for penalties under the PAGA, Labor Code §2698. (*Id.*)

6. Plaintiff contends that Defendants failed to pay all wages due and owing by requiring off the clock work and unlawfully rounding time, failing to pay overtime, failing to create and maintain accurate records, 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, and failing to reimburse necessary business expenses.

Investigation

7. Before filing the lawsuit, Class Counsel conducted a thorough investigation and researched the facts and circumstances underlying the pertinent issues and applicable law. This required thorough discussions and interviews between Class Counsel and Plaintiff, in addition to the above-described research into the various legal issues involved in the case. After filing the lawsuit, Class Counsel conducted a thorough investigation of the facts and claims giving rise to the action, including (1) conducting informal discovery and meeting and conferring with defense counsel about same; (2) reviewing and analyzing records and data, as well as employment-related policies; (3) reviewing Plaintiff's personnel file and other documentation; (4) interviewing Plaintiff regarding potential Class Members; (5) researching the applicable law and potential defenses; (6) constructing damage models based on interpretations of California law and the facts and numbers provided by Defendants; and (7) reviewing information provided by Defendants in response to

1 informal discovery and in advance of the mediation. The Parties conducted their own evaluations of
2 the potential recoveries based on the claims alleged in the Action, including consulting experts.

3 8. Defendants, for their part, vigorously contested liability, the amount of claimed
4 damages, and the propriety of class certification. After analyzing the relevant documents and other
5 gathered data, Class Counsel believed that this case was appropriate for resolution via mediation.
6 Given the high level of risk present for both sides, the Parties elected to mediate Plaintiff's claims
7 and explore the possibility of settlement.

8 **Settlement Efforts**

9 9. On April 10, 2025, the Parties participated in an all-day mediation with Steve
10 Serratore, Esq., a respected and highly experienced mediator in wage and hour class actions, and
11 were able to reach an agreement on general settlement terms. During mediation, counsel for Plaintiff
12 and Defendants discussed all aspects of the case, including the risks of litigation and the risks to
13 both parties of proceeding with a class certification motion, as well as the law unpaid wages, meal
14 periods, rest periods, wage statements, and final pay. Following a full day of mediation, the Parties
15 agreed to general settlement terms to resolve the lawsuit. The Parties continued to work together on
16 a long form settlement agreement following mediation, which resulted in the Settlement Agreement
17 at Exhibit 1 now before the Court for approval.

18 10. From Class Counsel's review of the facts, strengths, and weaknesses of the case and
19 the risks and delays posed by further litigation, Class Counsel believes that the recovery for each
20 Class Member is fair and reasonable taking into consideration the risks of further litigation, the
21 possibility of losing class certification and/or dispositive motions, and the reasonable tailoring of
22 each Class Member's claim to the settlement award he or she will receive. Further, the Settlement
23 Agreement was the product of a non-collusive settlement process in which the Parties were forced
24 to make significant compromises in the interest of reaching a full and complete settlement of the
25 lawsuit.

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Summary of the Settlement

11. Under the terms of the proposed Settlement Agreement, Defendants have agreed to pay \$240,000.00 (Two Hundred Forty Thousand Dollars and Zero Cents) (“Gross Settlement Amount” or “GSA”) on a non-reversionary basis. (Exhibit 1, Settlement Agreement, ¶ 1.22). In addition to and separate from the Gross Settlement Amount, Defendants will pay the employers’ portion of any payroll taxes on the wage allocation portion of the individual settlement payments to Class Members. The Settlement Agreement defines the “Class” as “all non-exempt culinary services workers hired directly by Fox who worked for Fox in California, as well as all non-exempt employees of CSS who provided culinary services to Fox in California, during the during the Class Period” which is May 17, 2020 to June 16, 2025. (Exhibit 1, Settlement Agreement, ¶¶ 1.5, 1.12). The Settlement Agreement also defines “Aggrieved Employees” as “all non-exempt culinary services workers hired directly by Fox who worked for Fox in California, as well as all non-exempt employees of CSS who provided culinary services to Fox in California, during the PAGA Period,” which is May 17, 2023 to June 16, 2025. (Exhibit 1, Settlement Agreement, ¶¶ 1.4, 1.31). The “Net Settlement Amount,” available for distribution to Class Members, is the Gross Settlement Amount less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments. (Exhibit 1, Settlement Agreement, ¶ 1.28.) These amounts are detailed as follows:

- Class Counsel Fees and Litigation Expenses Payment: A Class Counsel Fees Payment of not more than Eighty Thousand Dollars (**\$80,000.00**), which is one-third of the Gross Settlement Amount, and a Class Counsel Litigation Expenses Payment of Class Counsel’s actual and reasonable litigation costs as approved by the Court through final approval. (Exhibit 1, Settlement Agreement, ¶ 3.2.2);
- Class Representative Service Payment: Class Representative Service Payment to the Class Representative of not more than Five Thousand Dollars (**\$5,000.00**) (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is

entitled to receive as a Participating Class Member) (Exhibit 1, Settlement Agreement, ¶ 3.2.1);

- Settlement Administration Costs: An Administrator Expenses Payment not to exceed Ten Thousand Dollars (**\$10,000.00**) except for a showing of good cause and as approved by the Court (Exhibit 1, Settlement Agreement, ¶ 3.2.3);
- PAGA Penalties: PAGA Penalties in the amount of Fifteen Thousand Dollars (**\$15,000.00**) to be paid from the Gross Settlement Amount for settlement of claims for civil penalties under PAGA, with 75% (\$11,250.00) allocated to the LWDA PAGA Payment and 25% (\$3,750.00) allocated to the Individual PAGA Payments to be paid on a pro-rata basis to the Aggrieved Employees (Exhibit 1, Settlement Agreement, ¶ 3.2.5).

12. If the Court approves the above allocations from the Gross Settlement Amount, and presuming class counsel incurs \$20,000.00 in costs through final approval, the Net Settlement Amount is estimated to be \$110,000.00. Ten percent (10%) of the “Net Settlement Amount” will be allocated to the settlement of wage claims (the “Wage Portion”) and will be subject to tax withholding and reported on an IRS W-2 Form. Each Class Member’s share of the Net Settlement Amount (“Individual Class Payment”) will be calculated based on the number of workweeks the Class Member worked during the Class Period. (Exhibit 1, Settlement Agreement, ¶ 3.2.4.1). For the approximately 547 Class Members (if no exclusions), the average gross Individual Share Payment, using a straight average, is **\$201.10**. If the Court approves a lesser amount for any of the above requested allocations from the Net Settlement Amount, the remainder will be added to the Net Settlement Amount to be distributed to Class Members. (Settlement Agreement, ¶¶ 3.2).

13. Not later than twenty-one (21) calendar days after the Court grants Preliminary Approval of the Settlement, Defendants will deliver the Class Information to the Settlement Administrator in the form of a Microsoft Excel spreadsheet. The Settlement Administrator will mail the Class Notice to all Class Members in no event later than nine (9) days following the receipt of Class Data via first class United States Postal Service (“USPS”) mail. (Exhibit 1, Settlement Agreement, ¶ 7.4.2). Before mailing the Class Notice, the Settlement Administrator will update Class Member addresses using the National Change of Address database. The Class Notice includes

1 a summary of the case and settlement terms and provides Class Members with detailed instructions
2 on how to exclude themselves, object to the settlement, and dispute the number of workweeks and/or
3 pay periods attributed to each Class Member per Defendants' records. (See Settlement Agreement,
4 **Exhibit A**, Class Notice). No later than three business days after the Administrator's receipt of any
5 Class Notice returned by the USPS as undelivered, the Administrator will re-mail the Class Notice
6 using any forwarding address provided by the USPS. If the USPS does not provide a forwarding
7 address, the Administrator will conduct a Class Member Address Search, and re-mail the Class
8 Notice to the most current address obtained. The Administrator has no obligation to make further
9 attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the
10 USPS a second time. (Exhibit 1, Settlement Agreement, ¶ 7.4.3). Class Members will have sixty
11 (60) days from the mailing of the Class Notice (plus an additional fourteen (14) calendar days if
12 they receive a re-mailed Notice) to opt out of or object to the Settlement or to dispute the number of
13 work weeks and/or pay periods. (Exhibit 1, Settlement Agreement, ¶ 7.4.4, 7.5.1). The parties
14 selected Phoenix Class Action Administration Solutions ("Phoenix") to handle the notice and
15 administration of the Settlement based on the competitiveness of their bid, their competency in
16 administering settlements, and their responsiveness to the parties' counsel and settlement class
17 members. (Exhibit 1, Settlement Agreement, § 1.2; see also concurrently filed Declaration of Jodey
18 Lawrence ("Lawrence Decl.")). Phoenix will establish a case website for Class Members to review
19 and reference for details regarding the Final Approval Hearing and any Final Approval Order and
20 Judgement. If the Court grants final approval of the Settlement, a copy of the Final Approval Order
21 and Judgment will be posted on this website for Class Members to review. The website will be
22 provided to Class Members in the Class Notice that is mailed to them. (Exhibit 1, Settlement
23 Agreement, § 7.8.1).

24 **Certification for Settlement Purposes Only Is Appropriate**

25 14. Plaintiff alleges that the proposed Class satisfies the criteria for certification of a
26 settlement class under California law, as embodied in California Code of Civil Procedure § 382.
27 Defendants have agreed to the conditional certification of the class for settlement purposes only.
28 Defendants do not concede that certification is appropriate outside of this Settlement and preserves

1 all rights to oppose certification if, for any reason, the Settlement does not become effective. In
2 general, courts may take a proposed settlement into account in evaluating the propriety of class
3 certification. *See Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1807 fn. 19. Indeed, a “lesser
4 standard” of scrutiny applies in certifying classes for settlement purposes. *Id.* Therefore, the Court
5 should take into consideration the fact that the Parties have settled their claims and stipulated to
6 certification for settlement purposes when assessing whether the Settlement is fair and reasonable.

7 15. Numerosity and Ascertainability. The putative Class is so numerous that joinder of
8 all members is impractical. Class Members are “all non-exempt culinary services workers hired
9 directly by Fox who worked for Fox in California, as well as all non-exempt employees of CSS who
10 provided culinary services to Fox in California, during the during the Class Period,” which is May
11 17, 2020 to June 16, 2025. Defendants have identified at least 547 Class Members based on a review
12 of its payroll and personnel records. Thus, the requirements of numerosity and ascertainability are
13 met here.

14 16. Well-Defined Community of Interest. Plaintiff contends, and Defendants do not
15 dispute for settlement purposes only, that common issues of fact and law predominate as to each of
16 the claims alleged by Plaintiff, and the Class is united in its proof. This action involves, *inter alia*,
17 a determination about Defendants’ alleged failure to pay wages and overtime due to allegedly
18 common off-the-clock work, failing to pay overtime, failing to provide meal and rest breaks, failing
19 to furnish accurate wage statements, failing to timely pay wages including final wages, failing to
20 maintain accurate records, failing to reimburse necessary business expenses; and largely derivative
21 claims under the UCL and PAGA. Plaintiff contends Defendants’ practices affected Class Members
22 in the same way and presents questions that are suitable for common adjudication because all Class
23 Members were subject to the same employment policies and practices. The outcome of litigation in
24 this matter depends upon questions that are common to Class Members.

25 17. Typicality. The class representatives’ claims are typical when they arise from the
26 same event, practice, or course of conduct that gives rise to the claims of other putative Class
27 Members and if their claims rest on the same legal theories. Here, Plaintiff alleges that his claims
28 are typical of Class Members’ claims because they arose from the same factual basis and are based

1 on the same legal theories. Plaintiff and Class Members were employed by Defendants during the
2 Class Period and were subject to the allegedly unlawful meal and rest policies and pay practices at
3 issue in this litigation. Thus, the typicality requirement is satisfied.

4 18. Adequacy. Plaintiff's interests are aligned with those of the Class Members, as he
5 has suffered the same injuries as the Class Members and has no conflicts of interest. Plaintiff has
6 not shrunk from this responsibility. Indeed, Plaintiff has devoted a substantial amount of time and
7 energy to litigating this action and effectuating a settlement. (See concurrently filed Declaration of
8 Daniel Alvarez in support of Settlement approval ("Alvarez Decl."). Furthermore, as set forth below,
9 Class Counsel are experienced in wage-and-hour litigation, especially class actions, and have
10 zealously represented the interests of the class in litigating this case and have no conflicts of interest.
11 Accordingly, the adequacy requirement is satisfied.

12 19. Predominance and Superiority. Plaintiff contends that individualized issues do not
13 predominate over the issues of law and fact that are common to the Class as a whole. As explained,
14 *supra*, Plaintiff alleges there are common issues of law and fact given that Plaintiff and all Class
15 Members were subjected to the same policies and pay practices during the relevant time period.
16 Plaintiff and Class Members seek meal and rest premiums, unpaid wages and overtime, and
17 penalties for work performed as non-exempt employees for Defendants. Plaintiff alleges that these
18 issues are suitable for common adjudication because all Class Members were allegedly subject to
19 the same employment policies, and Plaintiff contends the practices applied uniformly to all Class
20 Members.

21 20. Plaintiff contends that class resolution is superior to other available methods for the
22 fair and efficient adjudication of the controversy as there is little interest or incentive for Class
23 Members to individually control the prosecution of separate actions. Although the alleged injury
24 resulting from Defendants' policies and practices are allegedly real and significant, the cost of
25 individually litigating each such case against Defendants would easily exceed the value of any relief
26 that could be obtained by any one Class Member individually. If Class Members are forced to litigate
27 their claims individually this would result in over 547 individual actions against Defendants. Here,
28 the alternative methods of resolution are individual suits for relatively small amounts. Hence, an

individual suit would prove uneconomical for potential plaintiffs because litigation costs would dwarf a potential recovery.

The Settlement is Fair, Adequate, and Reasonable

21. In deciding whether to approve a proposed class action settlement, the Court must find that a proposed settlement is “fair, adequate, and reasonable” and falls within the “range of approval.” *Dunk*, 48 Cal.App.4th at 1801-02. The trial court considers all relevant factors, such as “the strength of Plaintiff’s case, the risk, expense, complexity and likely duration of further litigation, the risk of maintaining class action status through trial, the amount offered in settlement, the extent of discovery completed and the stage of the proceedings, the experience and views of counsel, the presence of a governmental participant, and the reaction of the Class Members to the proposed settlement.” *Id.* The Settlement satisfies all of these requirements.

A. The Settlement is the Result of Serious, Informed, Non-Collusive Negotiations.

22. The proposed settlement was reached as a result of arm’s length negotiations after the completion of pertinent discovery and the exchange of necessary Class Information. The negotiations have been, at all times, adversarial and non-collusive in nature. *See*, 4 Newberg on Class Actions § 13:45 (5th ed.) (due to the preference of settlement over litigation, “a court will presume that a proposed class action settlement is fair when certain factors are present, particularly evidence that the settlement is the product of arms-length negotiation, untainted by collusion.”). Although Plaintiff steadfastly maintains that his claims are meritorious, Plaintiff acknowledges that there were substantial risks and uncertainty in proceeding with litigation. As described below, Defendants presented multiple defenses to Plaintiff’s claims, both on the merits and with respect to class certification. Thus, while Plaintiff was prepared to litigate these claims through class certification, and ultimately trial, success was far from certain. Assistance from a well-respected mediator ensured that negotiations were non-collusive and well-informed.

B. Extent of Discovery and Stage of Proceedings.

23. As stated above, the Parties engaged in substantial informal discovery before the Settlement was reached to allow them to fully evaluate the class claims and Defendants’ defenses. Prior to mediation, Plaintiff obtained, through informal discovery, the relevant company policies,

1 representative paystubs, complete payroll and time worked data, sample arbitration agreements and
2 data on the employees that executed arbitration agreements, and the applicable collective bargaining
3 agreement. This litigation has reached the stage where the Parties have a clear view of their
4 respective strengths and weaknesses.

5 **C. Strength of Plaintiff's Case and the Risk, Expense, Complexity, and Likely Duration**
6 **of Any Litigation.**

7 24. Plaintiff's claims are based on Defendants' alleged failure to pay wages and overtime
8 due to allegedly common off-the-clock work, failure to create and maintain accurate records, failure
9 to provide meal and rest breaks, failure to furnish accurate wage statements, failure to timely pay
10 wages including final wages, failure to maintain accurate records, failure to reimburse necessary
11 business expenses; and largely derivative claims under the UCL and PAGA.

12 25. Plaintiff alleges that Defendants failed to pay Plaintiff and Class Members at least
13 minimum wages for all hours worked and proper overtime wages for hours worked in excess of
14 eight hours in a day and 40 hours in a week. Specifically, Plaintiff alleges that Defendants required
15 Plaintiff and Class Members to utilize Defendants' time keeping program, on their personal mobile
16 phones, as well as perform pre-shift and post-shift off the clock work for which they were not paid.
17 For instance, Plaintiff alleges that Class Members were generally required to begin working or
18 otherwise be under Defendants' control at least fifteen to twenty minutes before the scheduled shift
19 start time to wait for the security staff to provide credentials and parking passes to the employees
20 before they were required to begin work promptly, and work through lunch and rest periods. Plaintiff
21 and Class Members' meal periods were often interrupted or cut short due to the heavy workload.
22 Furthermore, Plaintiff and Class Members were also cautioned by Defendants' not to clock in more
23 than ten minutes early to avoid overtime.

24 26. Defendants contend that they did not require off the clock work, paid for all reported
25 hours worked, that any alleged off the clock work was performed without Defendants' knowledge,
26 that for the majority of Plaintiff's employment, Defendants did not impede Plaintiff and other Class
27 Members to take meal and rest breaks, and that it paid wages at the proper rates. Defendants also
28 argue that given its written policies and practices, any unrecorded hours are likely subject to

1 individualized inquiry and unlikely to be certified. Given the difficulty in certifying this claim, Class
2 Counsel applied a significant discount to damages based on this theory.

3 27. Plaintiff also alleges that Defendants failed to provide proper meal breaks to Plaintiff
4 and Class Members. For example, Plaintiff alleges that Defendants' policy required Class Members
5 to clock out for their scheduled meal periods but continue working, due to understaffing and the
6 heavy volume of work, and Class Members were not paid for this time that they remained under
7 Defendants' control and were not provided with the opportunity to take timely and complete meal
8 periods and rest breaks. This resulted in Plaintiff and Class Members working during their meal
9 periods or missing their meal periods entirely. Moreover, on days where Plaintiff and other Class
10 members worked ten hours or more, Plaintiff alleges that they did not receive a second meal period.

11 28. Defendants contend that Class Members were given a reasonable opportunity to take
12 their meal periods. Defendants further contend that the meal break claim requires individualized
13 inquiries which would preclude class certification. If Defendants' contentions are proven true and
14 prevail in trial, the likely outcome would be no recovery for the Class Members on the meal break
15 claim.

16 29. Plaintiff also contends that Defendants did not provide Class Members with paid 10-
17 minute rest breaks for every hours or major fraction thereof. Plaintiff contends that Class Members
18 consistently worked in excess of consecutive three and a half-hour shifts and were entitled to paid
19 rest breaks of not less than ten minutes for each consecutive three and a half-hour shift but were
20 required to work through their rest breaks during their shifts. Plaintiff also alleged that Plaintiff and
21 Class Members would have to abruptly stop their rest breaks to tend to work demands.

22 30. Defendants maintain they did provide a reasonable opportunity for Class Members
23 to take duty-free rest breaks during their shifts and dispute all allegations that rest breaks were not
24 provided. As with the meal break violation claim, Defendants contend that Class Members were
25 given a reasonable opportunity to take their rest periods. Considering that unlike meal periods, rest
26 breaks need not be recorded, these violations would likely be difficult to prove at trial and potentially
27 depress the damages ultimately awarded. Therefore, Class Counsel applied significant and
28 appropriate discounts to the rest break claim.

1 31. Additionally, Plaintiff alleges that Defendants required Plaintiff and Class Members
2 to use their cellular phones for work, for which they were not reimbursed. Defendants maintained
3 that Plaintiff and Class Members were not required to use their personal cell phones to perform their
4 job duties and that individualized issues relating to this claim would preclude class certification.

5 32. As for the wage statement and waiting time penalties claims, Defendants contend
6 that these claims are merely derivative of the underlying claims and that Plaintiff and Class Members
7 would be unable to first establish liability for the underlying claims for the reasons described above.
8 Defendants further contends that even if they could first establish liability for the underlying claims,
9 Plaintiff and Class Members would be unable to establish that Defendants' conduct was willful and
10 knowing as required by the relevant statutes since Defendants acted in good faith to provide accurate
11 wage statements and pay all wages due to Plaintiff and Class Members. Thus, Defendants contend
12 that the wage statement and waiting time penalties claims to have little to no value.

13 33. Similarly, Defendants contend that the PAGA claim is also derivative of the
14 underlying claims in the Action and ultimately fails because the underlying claims have no merit.
15 Defendants also contended that even if Plaintiff and Class Members could establish Labor Code
16 violations, the Court has the discretion to award less than the maximum civil penalty amount and
17 would award substantially less civil penalties here because Defendants acted in good faith to comply
18 with the relevant wage and hour laws and any violations were minor and technical in nature.

19 34. Defendants generally deny all claims alleged in the Action and further denies class
20 and/or representative treatment is appropriate for any purpose other than this Settlement and that it
21 complied with all applicable laws. However, after careful consideration, Defendants have concluded
22 that further litigation would be protracted and expensive and that it is desirable that the Action be
23 fully and finally settled in the manner and upon the terms and conditions herein.

24 35. As stated above, while Plaintiff and Class Counsel contend the claims asserted in the
25 Action have merit, they also acknowledge the expense, delay, and risks of continued litigation.
26 Although the Parties engaged in significant informal discovery in advance of mediation, the Parties
27 still had significant discovery to complete had the matter not settled. This would have required the
28 expenditure of substantial time and resources by both Parties that would have very likely spanned

several years. Even if Plaintiff were to certify the classes, the Parties would incur considerably more attorney fees and costs through a possible decertification motion, trial, and possible appeal. This Settlement avoids those risks and the accompanying expense.

D. The Risk of Maintaining Class Action Status Through Trial.

36. Plaintiff had not yet filed his motion for class certification, and as such, the extent to which Plaintiff proposed classes were certifiable is somewhat speculative. Absent a settlement, there was a risk that there would not be a certified class at the time of trial, or if there were, it could consist of a significantly smaller group of employees than the proposed Settlement Class, resulting in less overall recovery.

37. Finally, in class actions, decertification is always a possibility, and there is always a risk that a trial of this magnitude can become unmanageable. Cases like *Duran v. U.S. Bank Nat. Assn.* (2014) 59 Cal. 4th 1, 34 address the complexity of using statistical samples in class actions and demonstrate that decertification is a real risk that Class Counsel must consider. A class trial would have also required expert witnesses, the accrual of extensive litigation costs, and the commitment of extensive further time and financial resources. Given the complexity and unsettled nature of the issues, it is likely that any outcome at trial would have resulted in a lengthy and costly appeal. An appeal would result in further delay for the Class Members who have already waited years for resolution in this matter. Risk and legal uncertainty must be dealt with in any litigation, and this Settlement was the product of compromise accounting for those risks and that uncertainty.

E. The Presence of a Governmental Participant.

38. Class Counsel will be submitting the Settlement Agreement and Motion documents to the LWDA concurrently with the filing of this Motion pursuant to Labor Code § 2699(1)(2).

F. The Amount Offered in Settlement is Fair Given the Potential Value of the Claims.

39. Because the class consists of numerous employees, it was unlikely that the potential monetary claims of individual Class Members would have proved viable without the class-action mechanism. The Settlement Agreement should be approved in light of two California appellate decisions: *Clark v. American Residential Services LLC* (2009) 175 Cal.App.4th 785 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116.

1 40. The strength of the Plaintiff's case in light of the settlement amount is deemed by
2 courts to be the "most important." *Clark v. American Residential Services, LLC* (2009) 175
3 Cal.App.4th 785, 799 (citing *Kullar*). Here, Plaintiff alleges that Defendants failed to pay minimum
4 wages and overtime, failed to provide meal and rest breaks, failed to provide accurate wage
5 statements, failed to pay all wages upon termination, and failed to reimburse for business expenses,
6 all in violation of California law. Plaintiff seeks related violations of California's Business &
7 Professions Code, penalties pursuant to Labor Code § 2699 *et seq.* Summary calculations for
8 estimated liability for each of these claims follow.

9 Failure to Pay Minimum and Overtime Wages:

10 41. Plaintiff alleges that Defendants failed to pay Plaintiff and Class Members at least
11 minimum wages for all hours worked and proper overtime wages for hours worked in excess of
12 eight hours in a day and 40 hours in a week. Plaintiff alleges that Defendants required Plaintiff and
13 Class Members to utilize Defendants' time keeping program, on their personal mobile phones, as
14 well as perform pre-shift and post-shift off the clock work for which they were not paid. Specifically,
15 Plaintiff alleges that Defendants' timekeeping system utilized to track employee time contained a
16 shift start time that was already set and not adjustable. Plaintiff and Class Members were only able
17 to click "yes" to clock in – but could not change the start time. For instance, Plaintiff alleges that
18 Class Members were required to arrive to work several minutes prior to the start of their scheduled
19 shifts to wait in security lines in the parking lot to be given credentials and parking passes 15 – 20
20 minutes each day before clocking in.

21 42. Defendants contend they did not require off the clock work, paid for all reported
22 hours worked, that Class Members were instructed and required to record all hours worked, that any
23 alleged off the clock work was performed without Defendants' knowledge, Defendants did not
24 impede Plaintiff and other Class Members to take meal and rest breaks, and that it paid wages at the
25 proper rates. Defendants also argue that given its written policies and practices, any unrecorded
26 hours are likely subject to individualized inquiry and unlikely to be certified. Given the difficulty in
27 certifying this claim, Class Counsel applied a significant discount to damages based on this theory.

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43. Class Counsel estimated Defendants' exposure on the unpaid wages claims to be approximately **\$539,053.00** (assuming 5 minutes of off the clock work per shift and 51.3% of off the clock hours attributable to overtime). However, given Defendants' defenses and the potential hurdles facing certification of off-the-clock claims, Class Counsel applied a 50% discount making for an adjusted realistic exposure of **\$269,526.50** for Defendants.

Meal Periods and Rest Breaks:

44. Plaintiff argued that Defendants had a common practice and policy of denying compliant meal periods. For example, Plaintiff alleges that Defendants' policy required Class Members to clock out for their scheduled meal periods but continue working, due to understaffing and the heavy volume of work, and Class Members were not paid for this time that they remained under Defendants' control and were not provided with the opportunity to take timely and complete meal periods and rest breaks. This resulted in Plaintiff and Class Members working during their meal periods or missing their meal periods entirely. Moreover, Plaintiff alleges that Defendants failed to provide a second meal period to Plaintiff and Class Members when they worked over 10 hours in a day.

45. For each meal period missed, of less than 30 minutes, or taken late for which the employee was not provided a reasonable opportunity to take a complete and timely meal period, an employer must pay the employee an additional one hour of compensation. Labor Code § 226.7. This additional hour of compensation is referred to as "premium pay." To comply with these laws, every employer must keep, for each employee, accurate time records showing when the employee begins and ends each work period and takes his or her meal periods. See Wage Order 4-2001(7)(A)(3). Plaintiff alleges that Defendants failed to pay the legally required premium at their regular rate of pay whenever meal periods were missed, interrupted, or late.

46. Defendants contends that Class Members were given a reasonable opportunity to take their meal periods. Defendants further contends that the meal break claim requires individualized inquiries which would preclude class certification. If Defendants' contentions are proven true and prevail in trial, the likely outcome would be no recovery for the Class Members on the meal break claim.

1 47. Class Counsel estimated Defendants' maximum exposure on the meal period claim at
2 approximately \$245,503.00 (meal period premiums due with an offset for meal period premiums
3 paid). However, given Defendants' defenses and the potential hurdles facing certification of the
4 meal break claim, Class Counsel applied an 65% discount making for an adjusted realistic exposure
5 of **\$85,926.05** for Defendants.

6 48. Rest Breaks: Plaintiff contended that Defendants did not provide Class Members with
7 timely paid 10-minute rest breaks for every four hours or major fraction thereof. Plaintiff contends
8 that Class Members consistently worked in excess of consecutive four-hour shifts and were entitled
9 to paid rest breaks of not less than ten minutes for each consecutive four-hour shift but were required
10 to work through their rest breaks during their shifts when they were interrupted or missed due to
11 tend to work demands.

12 49. Defendants maintain they did provide a reasonable opportunity for Class Members to take
13 duty-free rest breaks during their shifts and dispute all allegations that rest breaks were not provided.
14 Considering that unlike meal periods, rest breaks need not be recorded, these violations would likely
15 be difficult to prove at trial and potentially depress the damages ultimately awarded.

16 50. Class Counsel estimated Defendants' maximum liability exposure on the rest break
17 period claim at approximately \$954,029.00 assuming a 100% violation rate. However, given
18 Defendants' contentions and the difficulties facing certification of rest break claims, Class Counsel
19 applied an 80% discount making for an adjusted realistic exposure of **\$190,805.80** for Defendants.
20 Owing to the arguments above and the fact that the recording of rest periods is not required, this
21 claim was substantially discounted.

22 Inaccurate Wage Statement Violations:

23 51. Under Labor Code § 226(a), Plaintiff and the Class are entitled to recover \$50 for initial
24 violations for inaccurate wage statements and \$100 for subsequent violations, up to a maximum of
25 \$4,000 per employee. Plaintiff alleged Defendants issued wage statements to Plaintiff and the Class
26 Members that did not accurately list all hours worked by omitting off-the-clock work and
27 inaccurately listing applicable hourly rates.

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52. Defendants challenged Plaintiff's claim for Labor Code § 226(e) penalties, including by arguing they were merely derivative of the other claims that lacked merit, and Plaintiff's failure to prove the underlying claims could result in the dismissal of these derivative claims. Defendants also argued that it did not knowingly and intentionally commit these alleged violations. *See, e.g.*, Labor Code § 226(e) (recovery of penalties requires showing there was "a knowing and intentional failure by an employer").

53. Class Counsel estimated Defendants' maximum total exposure on the section 226 claim at approximately \$149,700.00 (assuming \$50/\$100 for initial and subsequent violations and 461 employees during the relevant period and a maximum of \$4,000.00 per employee). After considering Defendants' contentions and the potential class certification issues, Class Counsel discounted this amount by 80% to get an adjusted realistic exposure of **\$29,940.00**.

Failure to Pay Final Wages at Termination or Separation:

54. In allegedly failing to pay Class Members their minimum wages, overtime wages, and premium pay for deficiently provided meal periods and rest breaks, all discussed above, Plaintiff alleged that Defendants willfully failed to pay Class Members all wages due and certain at the time of termination or within seventy-two (72) hours of resignation, as required under Labor Code § 203.

55. Section 203 further provides that if an employer willfully fails to pay an employee all wages due at termination or within 72 hours of resignation, then that employee's wages will continue as a penalty until paid for a period of up to 30 days from the date they were due. Because Class Members stopped working for Defendants but were allegedly not paid their full compensation for the reasons discussed above, Class Members did not receive all wages due upon termination of employment.

56. Defendants challenged this claim under Labor Code § 203 with several arguments, including that this claim is merely derivative of the other claims that lacked merit and that under Labor Code § 203, employers are only obligated to pay waiting-time penalties if they "willfully" fail to pay wages due and owing at the time of termination or resignation. As Title 8, California Code of Regulations, § 13520 states: "A willful failure to pay wages within the meaning of Labor Code Section 203 occurs when an employer intentionally fails to pay wages to an employee when

1 those wages are due. However, a good faith dispute that any wages are due will preclude imposition
2 of waiting time penalties under Section 203.” Defendants argued that their good faith disputes and
3 lack of willfulness would excuse its violations. Defendants maintained that because they had viable
4 defenses in both law and fact, such penalties were subject to a three-year limitations period under
5 Labor Code § 203(b).

6 57. Class Counsel estimated Defendants’ maximum total exposure on the section 203 claim
7 at approximately \$1,149,230.00 (199 terminated employees during the relevant period x 30 days x
8 average hourly rate per year x 6.8 hours per work day). Given the foregoing arguments, Class
9 Counsel discounted this amount by 90% to get an adjusted realistic exposure of **\$114,923**.

10 Failure to Reimburse for Necessary Business Expenditures:

11 58. Under Labor Code § 22802(a) Defendants must indemnify Plaintiff and Class Members
12 for all necessary expenditures or losses incurred in direct consequence of the discharge of their
13 duties. As discussed above, Plaintiff alleges that Plaintiff and Class Members incurred necessary
14 expenditures in the performance of their job duties for Defendants, including the cost of personal
15 cell phone usage for work related purposes, but were not reimbursed for those expenses by
16 Defendants. Defendants contend that they had an expense reimbursement policy and did reimburse
17 Plaintiff and Class Members for any business expenses incurred pursuant to their policy.

18 59. Plaintiff estimated Defendants’ total exposure on the unreimbursed business expenses
19 claim at approximately \$834,175 (assuming \$25/month x 547 Class Members). However, given the
20 potential for the need for individualized inquiries making class certification of this claim difficult,
21 Class Counsel applied an 80% discount to get an adjusted realistic exposure of **\$166,835.00**.

22 PAGA Penalties:

23 60. The Labor Code Private Attorneys General Act, Labor Code § 2698 *et seq.*, allows
24 Plaintiff to obtain civil penalties on behalf of himself and other aggrieved employees for
25 Defendants’ violation of any provision of the Labor Code enumerated under Labor Code § 2699.5.
26 Where civil penalties are provided in the statute, those civil penalties are recoverable; where no civil
27 penalties are recoverable, Labor Code § 2699(f) establishes civil penalties of one (\$100) for each
28 aggrieved employee per pay period for the initial violation and two hundred dollars (\$200) for each

1 aggrieved employee per pay period for each subsequent violation. Pursuant to Labor Code § 2699(i),
2 seventy-five percent (75%) of the penalties recovered must be allocated to the Labor and Workforce
3 Development Agency (LWDA), with the remaining twenty-five percent (25%) allocated to the
4 affected employees. The limitations period for all penalties is one year prior to the filing of the
5 complaint.

6 61. The provisions of the Labor Code potentially triggering PAGA penalties in this case
7 include but are not limited to Labor Code §§ 203, 226(a), 226.3, 226.7, 510, and 1194. PAGA
8 penalties are not mandatory and are instead permissive. Labor Code § 2699(e)(2) states that “a court
9 may award a lesser amount than the maximum civil penalty amount specified by this part if, based
10 on the facts and circumstances of the particular case, to do otherwise would result in an award that
11 is unjust, arbitrary and oppressive, or confiscatory.” *See Thurman v. Bayshore* (2012) 203 Cal. App.
12 4th 1112 (substantially reducing PAGA penalties by 30% under this provision). Defendants
13 contested Plaintiff’s claim for PAGA penalties.

14 62. PAGA penalties are also derivative of each and every other claim, and Defendants argued
15 the PAGA claims would be subject to the same defenses as the underlying claims, and as well as
16 additional equitable defenses, including substantial compliance. Finally, under *Amaral v. Cintas*
17 *Corp.* (2008) 163 Cal.App.4th 1157, Defendants asserted that penalties under PAGA could, at best,
18 be awarded only at the rates obtainable for initial violations under the applicable statutes, because
19 Defendants had never been notified of the alleged violations. *Id.* at 1208-1209.

20 63. Plaintiff estimated Defendants’ total exposure on the PAGA claim at approximately
21 \$570,100.00 (5,701 PAGA Pay Periods x \$100). However, Class Counsel also estimated any PAGA
22 recovery would be substantially reduced and applied discounts in light of the countervailing
23 arguments with regard to the other causes of action and the Court’s power to award “a lesser amount
24 than the maximum civil liability.” A more realistic exposure would be around \$5 per violation, and
25 therefore \$28,505.00 is a more realistic exposure. The PAGA allocation agreed upon by the Parties
26 therefore was **\$15,000.00**, subject to the Court’s final approval. 75% of that amount (\$11,250.00)
27 will be paid to the LWDA out of the Gross Settlement Amount, and the remaining 25% (\$3,750.00)
28 will remain in the PAGA Settlement Fund for distribution to the Aggrieved Employees.

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1 any compensation for their efforts until recovery is obtained for the Class. The requested fees are
2 fair compensation for a law firm involved in undertaking complex, risky, expensive, and time-
3 consuming litigation solely on a contingent basis. The attorneys' fees award is intended to reimburse
4 Class Counsel for all uncompensated work that they have already done and for all the work they
5 will continue to do in carrying out and overseeing the notification to Class Members, communicating
6 with Class Members regarding their claims, and assisting in the administration of the Settlement if
7 it is preliminarily approved. The requested fee is reasonable for the services provided to Class
8 Members and for the benefits they are to receive. Defendants do not oppose Class Counsel's above
9 fees and cost request.

10 **Class Representative Enhancement Award is Fair and Reasonable**

11 68. Plaintiff is entitled to a reasonable service payment for his efforts and initiative in
12 bringing and helping to prosecute this action. Plaintiff spent significant time better apprising himself
13 of his rights, deciding whether remedial action should be taken and how it should be taken, searching
14 for attorneys, and contacting Class Counsel, who spent many hours with Plaintiff discussing the
15 case and the law. (Alvarez Decl., ¶ 7-10).

16 69. Both before and after the filing of this lawsuit, Plaintiff conferred with Class Counsel on
17 to discuss every aspect of his case. Plaintiff provided Class Counsel with information about
18 Defendants and about the industry generally, produced and reviewed documents, identified
19 witnesses, consulted with Class Counsel regarding litigation strategy, participated in the mediation
20 process, monitored the progress of the litigation with Class Counsel, and reviewed and signed the
21 Settlement Agreement. (*Id.*) The courage it took to do this should not be underestimated. By suing
22 Defendants and serving as the class representative in this case, Plaintiff contends he increased his
23 risk of retaliation by prospective employers and puts his own future employment prospects at risk.
24 (*Id.*) But Plaintiff did not allow his fear of the potential repercussions of being a class representative
25 deter him from acting for the benefit of Class Members. (*Id.*) To the contrary, Plaintiff has been
26 intimately involved in this case since its inception. (*Id.*) He has devoted a substantial amount of time
27 to helping Class Counsel effectively develop and prosecute this action at every stage of the litigation
28 (*Id.*).

1 70. Plaintiff has diligently, adequately, and fairly represented Class Members, and has not
2 placed his interests above any member of the putative class. In light of the foregoing, Class Counsel
3 believes that the \$5,000.00 incentive award to the Class Representative is fair and reasonable. This
4 sort of payment to a class representative has been a common feature of settlements negotiated by
5 Class Counsel and has been routinely approved by trial courts.

6 **Proposed Class Notice Provides Adequate Notice**

7 71. The notification procedure set out in the Settlement Agreement provides the greatest
8 likelihood that each and every Class Member will receive the Class Notice, attached to the
9 Settlement as Exhibit A. Under the Settlement, Defendants will deliver the Class Information to the
10 Settlement Administrator in the form of a Microsoft Excel spreadsheet no later than twenty-one (21)
11 calendar days after the Court grants Preliminary Approval of the Settlement, Defendants will deliver
12 the Class Information to the Settlement Administrator in the form of a Microsoft Excel spreadsheet.
13 The Settlement Administrator will mail the Class Notice, attached to the Settlement Agreement as
14 Exhibit A, to all Class Members in no event later than twenty-one (21) days following the receipt
15 of the Class Data via first class United States Postal Service (“USPS”) mail. (Exhibit 1, Settlement
16 Agreement, ¶¶ 4.2; 7.4.2). The Class Notice includes a summary of the case and settlement terms
17 and provides Class Members with detailed instructions on how to exclude themselves, object to the
18 settlement, and dispute the number of workweeks and/or pay periods attributed to each Class
19 Member per Defendants’ records. (Exhibit A, Class Notice). Class Members will have sixty (60)
20 days from the mailing of the Class Notice (plus an additional fourteen (14) calendar days if they
21 receive a re-mailed Notice) to opt out of or object to the Settlement or to dispute the number of work
22 weeks and/or pay periods. (Exhibit 1, Settlement Agreement, ¶ 7.5.1). This is the best and most
23 practicable way to ensure the greatest possible number of Class Members will receive the Notice.

24 72. The settlement agreement does not impose any affirmative duties on Participating Class
25 Members. No claim form is required to participate in the Settlement. Individuals who wish to opt
26 out or object may do so. The Class Notice itself fully apprises Class Members of the nature of the
27 lawsuit, the claims involved, the terms of the settlement, and their options thereunder. (Exhibit 1,
28 Settlement Agreement, Exhibit A, Class Notice). It provides for a specific procedure to seek

1 exclusion from the Class, disputing payments and Class Information, challenging workweek and
2 pay period data, and lodging objections to the settlement. (Exhibit 1, Settlement Agreement, ¶ 7.5-
3 7.7). In the Class Notice, Class Members will also receive Class Counsel's contact information so
4 they can speak to attorneys conversant with the legal and factual issues involved in this case, as well
5 as the contact information for the Settlement Administrator. The efforts taken to ensure that Class
6 Members receive the Class Notice and are well informed about the settlement are reasonable and
7 provide the best notice practicable under the facts.

8 **Qualifications and Adequacy of Class Counsel**

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

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

19 75. D.Law has litigated and successfully resolved many wage and hour class action cases
20 involving failure to pay wages and derivative Labor Code claims and penalties. See e.g. De La Rosa
21 v. The Coca Cola Company et al. (Superior Court of California in Napa, 17CV000787), Harvey v.
22 Bed Bath & Beyond of California Limited Liability Company (Superior Court of California in
23 Alameda, RG17885153), Paredes v. Bottling Group LLC et. al. (Superior Court of California in
24 Kern), Ramirez v. Harris Ranch Beef Company (Superior Court of California in Fresno,
25 16CECG04103), Gates v. Gate Gourmet, Inc. et. al. (Southern District of California, 16-cv-01084-
26 L-AGS), Hargrave v. Antelope Valley Hospital (Superior Court of California in Los Angeles,
27 BC663252), Ramirez v. Milton Roy et. al. (Superior Court of California in Los Angeles, BC 632
28 276), Hawkins v. AvalonBay Communities (Superior Court of California in Santa Clara,

1 17CV316492), Jones Tharpe et al. v. Sprint Corporation et al. (Superior Court of California in Los
2 Angeles, BC644645), Ortega et al. v. Nestle Waters North America, Inc. et al. (Superior Court of
3 California in Los Angeles, BC623610), Schultz v. Jimbo's Natural Family, Inc. (Superior Court of
4 California in San Diego, 37-2017-00022348-CUE-OE-CTL), Ambrose v. Victor Valley Global et
5 al. (Superior Court of California in San Bernardino, CIVDS1709289), Puerta-Gildardo v. Real Time
6 Staffing Services LLC et. al. (Superior Court of California in Los Angeles, BC565445), Vargo v.
7 Pregis Innovative Packaging LLC (Superior Court of California in Tulare, 270836), Conlin v. Aegis
8 Senior Communities LLC (Northern District of California, 17-cv-05534-LHK), Galarza v.
9 Kloeckner Metals Corporation (Central District of California, 2:17-cv-04910-FMO), Estes v. L3
10 Technologies, Inc. et al. (Southern District of California, 3:17-cv-02356-H-JMA), Rowser v. Trunk
11 Club, Inc. (Central District of California, 2:17-cv-05064-DSF-RAO), Leach v. The Claremont
12 Colleges, Inc. (Superior Court of California in Los Angeles, BC686451), Vaesau v. PCT
13 Enterprises, Inc. dba Precision Cabinets (Superior Court of California, County of Contra Costa
14 MSC18-02404), Terry v. TF Louderback, Inc. dba Bay Area Beverage Company (Superior Court
15 of the State of California, County of Contra Costa, MSC18-00859), Roach v. Westcare California,
16 Inc. (Superior Court of California in Kern County, BCV-17-102367-SDS), Patton v. Church &
17 Dwight Co., Inc. (Central District of California, EDCV 18-903-MWF (KKx)), Juarez v. ISL
18 Employees, Inc. (Superior Court of California in Madera, MCV074787), Ferraro v. USC Verdugo
19 Hill s Hospital, et al. (Superior Court of California in Los Angeles, 18STCV09463), Ford v. Account
20 Control Technology, Inc., et al. (Superior Court of California in Los Angeles, 19STCV09369),
21 Ornelas v. iStorage, et al. (Superior Court of California in San Francisco, CGC-18-571421),
22 Martinez v. Ronpak, Inc. (Superior Court of California in Riverside, RIC1901307), Barrera et al. v.
23 Exclusive Wireless, Inc. (Superior Court of California in Stanislaus, 9000687), Barajas v. Mancha
24 Development Company LLC (Superior Court of California in Orange County, 30-2018-00974707-
25 CU-OE-CXC), Prado v. IMAX Corporation dba IMAC Worldwide Home (Superior Court of
26 California in San Bernardino, CIVDS1820265), Rodriguez v. ND Industries, Inc. (Superior Court
27 of California in Los Angeles, 19STCV38096), Singletary v. Motel 6 Operating LP, et al. (Southern
28 District of California, 3:20-cv-0270-LAB-AHG), Quizon v. CF Watsonville East, LLC, et al.

(Superior Court of California in Santa Cruz, 20CV01868), Stephenson v. Bakersfield Dodge, Inc. (Superior Court of California in Kern, BCV-20-102693), Bacerra v. Hugo Boss Retail, Inc. (Superior Court of California in San Diego, 37-2021-00002933-CU-OE-CTL), Walker v. Ariat International, Inc. (Superior Court of California in Alameda, HG19026439), Orr v. Petvet Care Centers (California) Inc. (Superior Court of California in Santa Clara, 19CV354063), Jimenez v. OEC Distribution Services, Inc. (Superior Court of California in San Bernardino, CIVDS1915743), Viridi v. Absolute Security International (Superior Court of California in San Bernardino, CIVDS 1909589), Raj v. First Transit, Inc (Superior Court of California in Sacramento, 34-2021-00295895-CU-OE-GDS), Marchbanks v. Torrid Administration, Inc. (Superior Court of California in San Diego, 37-2020-00008179-CU-OE-NC), among others.

76. I am Senior Counsel at D.Law and counsel of record for Plaintiff. I graduated from the United States Military Academy at West Point. I then served as an Army Officer for 10 years in the Corps of Engineers, in various stateside and overseas postings. I was a combat engineer company commander, was stationed in Germany when the Berlin Wall fell, and am a veteran of Operation Desert Shield/Desert Storm. I also served in the Reserves and advanced to the rank of Major. I earned my Juris Doctorate from Whittier Law School and have been practicing in California for over twenty years. Since 2010, I have been the senior attorney responsible for the day-to-day litigation of numerous wage and hour class and representative actions on behalf of employee Class members and aggrieved employees. I have been successful in getting many contested class action cases certified and have secured settlements for many millions of dollars for our clients. I am experienced and qualified to evaluate the class and representative claims, to evaluate settlement versus trial on a fully informed basis, and to evaluate the viability of the defenses. I enjoy being an attorney, especially being a complex civil litigator focusing on class and representative action proceedings. I value the fact that what we do is a profession, and I value the professional relationships I have developed with my fellow plaintiffs' counsel and the attorneys from the well-respected corporate defense firms we litigate against on a daily basis.

77. I have litigated complex civil actions for twenty-three years, focusing on intellectual property litigation and employment wage and hour class actions. I have the requisite knowledge of

1 class and representative proceedings, applicable class action and employment law, and federal and
2 state court procedures, to represent Plaintiff and the Aggrieved Employees and the State in this
3 action. For the past fourteen years, I primarily focused my practice on litigating complex California
4 wage and hour class actions, first with the firm of James Hawkins, APLC, next with Quintilone &
5 Associates, then with David Yeremian & Associates, Inc., and now with D.Law, Inc. In the course
6 of representing class and representative plaintiffs, I have litigated and settled hundreds of class and
7 representative PAGA actions in California state and federal courts on behalf of hundreds of
8 thousands of employees.

9 78. My participation in wage and hour class and representative action litigations in California
10 has included extensive preparation, the development of a thorough knowledge of the legal issues
11 related to certification and liability, and full immersion and participation in the mediation, settlement
12 negotiation, and approval process. I am therefore experienced in the type of class and representative
13 action litigation involving violations of California's wage and hour laws which are the subject of
14 this action. To that end, for example, I was asked by the California Employment Lawyers
15 Association to draft an amicus brief, which contributed to the California Supreme Court's decision
16 in *Alvarado v Dart Container Corp. of California*, 4 Cal. 5th 542 (2018).

17 79. The collective experience of the D.Law attorneys in litigating employment wage and hour
18 matters has been integral in identifying legal issues, evaluating the strengths and weaknesses of a
19 case, and generally negotiating fair and reasonable class and representative action settlements.
20 Practice in the narrow field of wage and hour litigation requires skill and knowledge concerning the
21 constantly evolving substantive law (state and federal), as well as the procedural law of class and
22 representative action litigation. In this action, the attorneys at D.Law are fully equipped to use the
23 skills and knowledge developed over decades of prosecuting and defending wage and hour class
24 actions to fairly and adequately represent the interests of the Class Members and aggrieved
25 employees. Therefore, based on our resources, experience, and knowledge, the attorneys at D.Law
26 are well-qualified to act as class counsel and represent the Plaintiff and the putative Class Members
27 and aggrieved employees in this action.

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80. We understand the responsibilities owed as counsel to the Settlement Class Members and aggrieved employees we represent. We as attorneys at D.Law thoroughly investigated the claims asserted in this action and have remained committed to dedicating the resources necessary to represent the Settlement Class and vigorously pursue their claims. Based upon my experience and understanding of the claims and defenses in this action, I believe the settlement is fair, adequate, and reasonable for the Class Members and aggrieved employees and all involved, and that the Settlement is well within the range of reasonableness that would permit it to be finally approved. I am not aware of any conflict of interest with Plaintiff or any other Class Member that would interfere with the duties as Class Counsel.

81. On January 5, 2026, Plaintiff submitted the Class and PAGA Action Settlement Agreement and Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement and supporting documents to the LWDA. A true and correct copy of the confirmatory email from the LWDA is attached hereto as **Exhibit 4**.

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

Executed this January 5, 2026, in Glendale, California


Alvin B. Lindsay

EXHIBIT 1

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between plaintiff Daniel Alvarez Jr. (“Plaintiff”) and defendants Fox Studio Lot LLC (“Fox”) and Culinary Services of America, Inc. (“CSS”) (collectively, “Defendants”). The Agreement refers to Plaintiff and Defendants collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

- 1.1 “Action” means the Plaintiff’s lawsuit alleging wage and hour violations against Defendants captioned *Daniel Alvarez Jr., an individual, on behalf of himself and others similarly situated vs. Culinary Services of America, Inc. and Fox Studio Lot LLC et al.*, LASC Case No. 24STCV12720 initiated on May 17, 2024 and pending in Superior Court of the State of California, County of Los Angeles.
- 1.2 “Administrator” means Phoenix Class Action Administration Solutions (“Phoenix”), 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 Preliminary Approval of the Settlement. Phoenix has provided a not to exceed quotation of \$10,000.00 for the Administration Expense Payment.
- 1.4 “Aggrieved Employees” means all non-exempt culinary services workers hired directly by Fox who worked for Fox in California, as well as all non-exempt employees of CSS who provided culinary services to Fox in California, during the PAGA Period.
- 1.5 “Class” means all non-exempt culinary services workers hired directly by Fox who worked for Fox in California, as well as all non-exempt employees of CSS who provided culinary services to Fox in California, during the Class Period.
- 1.6 “Class Counsel” means D. Law, Inc.
- 1.7 “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.
- 1.8 “Class Data” means Class Member identifying information in Defendants’ possession including the Class Member’s name, last-known mailing address, Social Security number, and number of Class Period Workweeks and PAGA Pay Periods.

- 1.9 “Class Member” or “Settlement Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non- Participating Class Member who qualifies as an Aggrieved Employee).
- 1.10 “Class Member Address Search” means the Administrator’s investigation and search for current Class Member 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 Class Members.
- 1.11 “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English and Spanish in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement. .
- 1.12 “Class Period” means the period from May 17, 2020 to June 16, 2025.
- 1.13 “Class Representative” means the named Plaintiff in the operative complaint in the Action seeking Court approval to serve as a Class Representative.
- 1.14 “Class Representative Service Payment” means the payment to the Class Representative for initiating the Action and providing services in support of the Action.
- 1.15 “Court” means the Superior Court of California, County of Los Angeles.
- 1.16 “Defendants” means named Defendants Fox Studio Lot LLC (“Fox”) and Culinary Services of America, Inc. (“CSS”).
- 1.17 “Defense Counsel” means Seth Pierce and Stephen Rossi of Mitchell Silberberg & Knupp, LLP for Fox, and Howard Z. Rosen of Rosen Marsili Rapp LLP for CSS.
- 1.18 “Effective Date” means the date by when both of the following have occurred:
- (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.
- 1.19 “Final Approval” means the Court’s order granting final approval of the Settlement.

- 1.20 “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.
- 1.21 “Final Judgment” means the Judgment Entered by the Court upon Granting Final Approval of the Settlement.
- 1.22 “Gross Settlement Amount” means \$240,000.00 which is the total amount Defendants agree to pay under the Settlement except as provided in Paragraph 9 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, Class Representative Service Payment and the Administrator’s Expenses.
- 1.23 “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.
- 1.24 “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of Workweeks worked during the PAGA Period.
- 1.25 “Judgment” means the judgment entered by the Court based upon the Final Approval.
- 1.26 “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subdivision (i).
- 1.27 “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subdivision (i).
- 1.28 “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.
- 1.29 “Non-Participating Class Member” means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.
- 1.30 “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Fox directly, or indirectly through CSS, for at least one day during the PAGA Period.
- 1.31 “PAGA Period” means the period from May 17, 2023 to June 16, 2025.
- 1.32 “PAGA” means the Private Attorneys General Act (Lab. Code, § 2698 et seq.).

- 1.33 “PAGA Notice” means Plaintiff’s May 17, 2024 letters to Defendants and the LWDA providing notice pursuant to Labor Code section 2699.3, subdivision (a).
- 1.34 “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 the 75% to LWDA in settlement of PAGA claims.
- 1.35 “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.
- 1.36 “Plaintiff” means Daniel Alvarez Jr., the named plaintiff in the Action.
- 1.37 “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.
- 1.38 “Preliminary Approval Order” means the proposed Order Granting Preliminary Approval.
- 1.39 “Released Class Claims” means the claims being released as described in Paragraph 5.2 below.
- 1.40 “Released PAGA Claims” means the claims being released as described in Paragraph 5.3 below.
- 1.41 “Released Parties” means Defendants and each of their present and former parents, subsidiaries, members, affiliates, and related entities and all of their officers, shareholders, owners, directors, employees, agents, servants, registered representatives, attorneys, insurers, payroll companies, successors and assigns, and any other persons acting by through, under or in concert with any of them (including any alleged joint employers).
- 1.42 “Request for Exclusion” means a Class Member’s submission of a written request to be excluded from the Class Settlement signed by the Class Member, which must include all information required in Paragraph 7.5.1 to be valid.
- 1.43 “Response Deadline” means 60 days after the Administrator mails Notice to Class Members and Aggrieved Employees, and shall be the last date on which Class Members may: (a) fax, email or mail Requests for Exclusion from the Settlement, or (b) fax, email or mail his, her, or their Objection to the Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline has expired.
- 1.44 “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.
- 1.45 “Workweek” means: (1) any week during which a Class Member worked in culinary services as a direct employee of Fox in California for at least one day

during the Class Period; and (2) five shifts (no more than one per day) worked in culinary services at Fox in California by a Class Member while employed by CSS. Class Members will receive credit for partial workweeks for weeks they worked at Fox while employed by CSS based on the following formula: total shifts (no more than one per day) worked at Fox divided by five. By way of example, seven shifts worked would equate to 1.4 workweeks.

2. RECITALS.

- 2.1 On May 17, 2024, Plaintiff commenced this Action by filing a Complaint alleging causes of action against Defendants for (1) Failure to Pay Minimum Wages and for All Hours Worked; (2) Failure to Pay Wages and Overtime under Labor Code § 510; (3) Meal Period Liability, Labor Code § 226.7; (4) Rest-Break Liability, Labor Code § 226.7; (5) Failure to Pay Sick Pay, Labor Code § 246; (6) Violation of Labor Code § 226(a); (7) Violation of Labor Code § 221; (8) Violation of Labor Code § 204; (9) Violation of Labor Code § 203; (10) Failure to Maintain Records Required Under Labor Code §§ 1174, 1174.5; (11) Failure to Produce Requested Employment Records under Labor Code §§ 226, 1198.5; (12) Failure to Reimburse Expenses Under Labor Code § 2802; and (13) Violation of Business & Professions Code § 17200 *et seq.* On July 24, 2024, Plaintiff filed a First Amended Complaint adding a cause of action against Defendants for Penalties under PAGA Labor Code § 2698. The First Amended Complaint is the operative complaint in the Action (the “Operative Complaint”). Defendants deny the allegations in the Operative Complaint, deny any failure to comply with the laws identified in the Operative Complaint and deny 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 Defendants and the LWDA by sending the PAGA Notice.
- 2.3 On April 10, 2025, the Parties participated in an all-day mediation presided over by Steven Serratore which led to this Agreement to settle the Action.
- 2.4 Prior to mediation, Plaintiff obtained, through informal discovery, the relevant company policies, representative paystubs, complete payroll and time worked data, sample arbitration agreements and data on the employees that executed arbitration agreements, and the applicable collective bargaining agreement. Plaintiff’s investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 (“*Dunk/Kullar*”).
- 2.5 The Court has not granted class certification.

3. MONETARY TERMS.

- 3.1 Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below, Fox promises to pay \$215,000.00, and CSS promises to pay \$25,000.00, for a

total Gross Settlement Amount of \$240,000.00 and no more as the Gross Settlement Amount and to separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. Defendants have no obligation to pay the Gross Settlement Amount (or any payroll taxes) 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 Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendants.

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 Final Approval:

3.2.1 To Plaintiff: Class Representative Service Payment to the Class Representative of not more than \$5,000.00 (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member. Defendants will not oppose Plaintiff's request for a Class Representative Service Payment that does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiff will seek Court approval for any Class Representative Service Payments no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Class Representative Service Payment.

3.2.2 To Class Counsel: A Class Counsel Fees Payment of not more than \$80,000.00, which is one-third of the Gross Settlement Amount, and a Class Counsel Litigation Expenses Payment of Class Counsel's actual and reasonable litigation costs as approved by the Court at preliminary approval. Defendants will not oppose requests for these payments provided they do not exceed these amounts. Plaintiff and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion of any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for

taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendants harmless, and indemnifies Defendants, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.3 To the Administrator: An Administrator Expenses Payment not to exceed \$10,000.00 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 \$10,000.00, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.4 To Each Participating Class Member: An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks.

3.2.4.1 Tax Allocation of Individual Class Payments. 10% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. The remaining 90% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest, penalties, and reimbursements (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

3.2.4.2 Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

3.2.5 To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$15,000.00 to be paid from the Gross Settlement Amount, with 75% (\$11,250.00) allocated to the LWDA PAGA Payment and 25% (\$3,750.00) allocated to the Individual PAGA Payments.

3.2.5.1 The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the

result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.5.2 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 Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of its records to date, Defendants estimate there are 547 Class Members who collectively worked a total of 12,500 Workweeks, and 354 Aggrieved Employees who worked a total of 5,701 PAGA Pay Periods.
- 4.2 Class Data. Not later than 21 days after the Court grants Preliminary Approval of the Settlement, Defendants will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendants have a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendants must send the Class 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 Class Data.
- 4.3 Funding of Gross Settlement Amount. Defendants shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendants' share of payroll taxes by transmitting the funds to the Administrator no later than 21 days after the Effective Date.
- 4.4 Payments from the Gross Settlement Amount. Within 21 days after Defendants fund the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.

- 4.4.1 The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members 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. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.
- 4.4.2 The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without United States Postal Service ("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 Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, if requested by the Class Member prior to the void date.
- 4.4.3 For any Class Member whose Individual Class Payment check or 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 Class Member thereby leaving no "unpaid residue" subject to the requirements of Code of Civil Procedure section 384, subdivision (b).
- 4.4.4 The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendants to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions, pension and health plan contributions, or bonuses) beyond those specified in this Agreement.

5. RELEASES OF CLAIMS. Effective on the date when Defendants fully fund the entire Gross Settlement Amount and fund all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, Class Members, and Class Counsel will release claims against all Released Parties as follows:

5.1 Plaintiff's Release. Plaintiff and his respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors and assigns generally, release and discharge Released Parties from all claims, debts, liabilities, demands, obligations, penalties, premium pay, guarantees, costs, expenses, attorney's fees, damages, actions or causes of action of whatever kind or nature, contingent or accrued, up to and including the date of Preliminary Approval ("Plaintiff's Release.") Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the Class Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

5.1.1 Plaintiff's Waiver of Rights Under Civil Code Section 1542. For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the Civil Code, which reads:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or Released Party.

5.2 Release by Participating Class Members: All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from any and all claims, debts, liabilities, demands, obligations, penalties, premium pay, guarantees, costs, expenses, attorney's fees, damages, actions or causes of action of whatever kind or nature, contingent or accrued, that have been asserted or that reasonably could have been asserted in the Operative Complaint based on the facts, claims and/or allegations therein arising from or relating to work for Fox (whether as employee of Fox or CSS), including under any legal theory that was alleged or that reasonably could have been alleged based on the facts, claims and/or allegations therein, including but not limited to failure to pay all wages due (including overtime wages, and meal and rest break premium wages), failure to pay for all hours worked, failure to timely pay wages and final wages, derivative claims for failure to furnish accurate wage statements, failure to properly provide or pay sick time, failure to provide employment records, and failure to provide expense reimbursements. This Release shall include claims and theories arising under the California Labor Code Sections 201, 201.5, 202, 203, 204, 210, 221, 226, 226.7, 510, 512, 515, 558, 558.1, 1174, 1174.5, 1198.5, 1194, 2802, as well as claims under Business and Professions Code section 17200 et seq. and the equivalent provisions of the Fair Labor Standards Act. Except as set

forth in Section 5.1 and 5.3 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, or workers' compensation. The release shall run through the date of Preliminary Approval. Moreover, only those who cash their Individual Class Payment checks will be deemed to have released claims under the Fair Labor Standards Act. The following language will be printed on the reverse of each Individual Class Payment check, or words to this effect: "By endorsing or otherwise negotiating this check, I acknowledge that I read, understood, and agree to the terms set forth in the Notice of Class Action Settlement and I consent to join in the Fair Labor Standards Act ("FLSA") portion of the Action, elect to participate in the settlement of the FLSA claims, and agree to release all of my FLSA claims that are covered by the Settlement."

- 5.3 Release by Aggrieved Employees Who Are Participating or Non-Participating Class Members: All Aggrieved Employees, including those that are non-Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors and assigns, release the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint or the PAGA Notice arising from or relating to work for Fox (whether as employee of Fox or CSS), including any and all claims for violation of the California Labor Code that are released in Section 5.2.

6. MOTION FOR PRELIMINARY APPROVAL. The Parties agree to jointly prepare and file a motion for preliminary approval ("Motion for Preliminary Approval") that complies with the Court's current checklist for Preliminary Approvals.

- 6.1 Defendant's Declaration in Support of Preliminary Approval. Within 21 days of the full execution of this Agreement, Defendants will prepare and deliver to Class Counsel a signed Declaration from Defendants and Defense Counsel disclosing all facts relevant to any actual or potential conflicts of interest with the Administrator. In their Declarations, Defense Counsel and Defendants shall disclose the impact of this Settlement, if any, on the claims in *Lightner v. Culinary Services of America, Inc.*, LASC Case No. 24STCV28531..
- 6.2 Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code section 2699, subdivision (f)(2); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) 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 Class 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 Class Members; and the nature and extent of any financial relationship with Plaintiff, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiff confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, and/or the Administrator; (vi) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Lab. Code, § 2699.3, subd. (a))), Operative Complaint (Lab. Code, § 2699, subd. (1)(1)), this Agreement (Lab. Code, § 2699, subd. (1)(2)); (vii) a redlined version of the parties' Agreement showing all modifications made to the Model Agreement ready for filing with the Court; and (viii) all facts relevant to any actual or potential conflict of interest with Class Members and/or the Administrator. In their Declarations, Plaintiff and Class Counsel shall disclose the impact of this Settlement, if any, on the claims in *Lightner v. Culinary Services of America, Inc.*, LASC Case No. 24STCV28531.

- 6.3 Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.
- 6.4 Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class 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 resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class 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 to serve as the Administrator and verified that, as a condition of appointment, it 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 Notice to Class Members.
- 7.4.1 No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, PAGA Members, Workweeks and Pay Periods in the Class Data.
 - 7.4.2 Using best efforts to perform as soon as possible, and in no event later than 21 days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class USPS mail, the Class Notice substantially in the form attached to this Agreement. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.
 - 7.4.3 Not later than 3 business days after the Administrator’s receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.
 - 7.4.4 The deadlines for Class Members’ written objections, Challenges to Workweeks and/or Pay Periods and Requests for Exclusion will be extended an additional 14 days beyond the 60 days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.
 - 7.4.5 If the Administrator, Defendants, or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and

in good faith, in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than 14 days after receipt of Class Notice, or the deadline dates in the Class Notice, which ever are later.

7.5 Requests for Exclusion (Opt-Outs).

- 7.5.1 Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than 60 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her/their representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address, email address or telephone number, and Class Member's signature. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.
- 7.5.2 The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice, except the Class Member's signature. The Administrator shall accept any Request for Exclusion signed by the Class Member as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.
- 7.5.3 Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Paragraphs 5.2 and 5.3 of this Agreement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.
- 7.5.4 Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject

to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 5.3 of this Agreement and are eligible for an Individual PAGA Payment.

7.6 Challenges to Calculation of Workweeks. Each Class Member shall have 60 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email, or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination of the challenges.

7.7 Objections to Settlement.

7.7.1 Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service Payment.

7.7.2 Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present oral objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than 60 days after the Administrator's mailing of the Class Notice (plus an additional 14 days for Class Members whose Class Notice was re-mailed).

7.7.3 Non-Participating Class Members have no right to object to any of the class action components of the Settlement.

7.8 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.

7.8.1 Website, Email Address and Toll-Free Number. The Administrator will establish and maintain and use an internet website to post information of

interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payment, the Final Approval and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes, and emails.

- 7.8.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than 5 days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion (“Exclusion List”); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).
- 7.8.3 Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks and/or Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments (“Weekly Report”). The Weekly Reports must include the Administrator’s assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.
- 7.8.4 Workweek and/or Pay Period Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Workweeks and/or Pay Periods. The Administrator’s decision shall be final and not appealable or otherwise susceptible to challenge.
- 7.8.5 Administrator’s Declaration. Not later than 14 days before the date by which Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator

will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.

- 7.8.6 Final Report by Settlement Administrator. Within 10 days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 15 days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

8. **CLASS SIZE ESTIMATES.** Based on its records, Defendants estimates that, as of the date of this Settlement Agreement, there are 547 Class Members who collectively worked a total of 12,500 Workweeks, and 354 Aggrieved Employees who worked a total of 5,701 PAGA Pay Periods. As Plaintiff had access to the same records, there shall be no escalator clause except in the case where the total class size increases by more 10% based on class members who were not included in the data provided to Plaintiff. In that case, for each class member above 10% that was not included in the data provided to Plaintiff's counsel, Defendants will increase the amount of the Gross Settlement Amount on a pro rata basis.
9. **DEFENDANT'S RIGHT TO WITHDRAW.** If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 5% of the total of all Class Members, Defendants may, but are not obligated to, elect to withdraw from the Settlement. The Parties agree that, if either Defendant withdraws, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Defendants will remain responsible for paying all Settlement Administration Expenses incurred to that point. Defendants must notify Class Counsel and the Court of their election to withdraw not later than 7 days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.
10. **MOTION FOR FINAL APPROVAL.** Not later than 16 court days before the calendared Final Approval Hearing, Plaintiff will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subdivision (l), a Proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiff shall provide drafts of these documents to Defense Counsel not later than [seven] days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

- 10.1 Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than five court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.
- 10.2 Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The Court's decision to award less than the amounts requested for the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administrator Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph. In no case shall Defendants be obligated to increase the amount of the Gross Settlement Amount, except as provided in Paragraph 8.
- 10.3 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.
- 10.4 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment set forth in this Settlement, or as modified by the Court, the Parties, their respective counsel and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate the 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 an objector 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.
- 10.5 Appellate Court Orders to Vacate, Reverse or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of the release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of

the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

11. **AMENDED JUDGMENT.** If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit a proposed amended judgment.

12. **ADDITIONAL PROVISIONS.**

12.1 No Admission of Liability, Class Certification, 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 Defendants that any of the allegations in the Operative Complaint have merit or that Defendants have any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendants' defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does not grant Preliminary Approval, Final Approval or enter Judgment, Defendants reserve the right to contest certification of any class for any reasons, and Defendants reserve all available defenses to the claims in the Action, and Plaintiff reserves the right to move for class certification on any grounds available and to contest Defendants' defenses. The Settlement, this Agreement, and the 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).

12.2 Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendants, and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate, and/or publicize, or cause or permit another person to disclose, disseminate, or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Defendants, and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, with any third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

- 12.3 No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.
- 12.4 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.
- 12.5 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendants, 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.
- 12.6 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 mediator Steve Serratore and/or the Court for resolution.
- 12.7 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 any portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 12.8 No Tax Advice. Neither Plaintiff, Class Counsel, Defendants, 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.
- 12.9 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.
- 12.10 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.

- 12.11 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.
- 12.12 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.
- 12.13 Confidentiality. To the extent permitted by law, all agreements made and orders entered during the Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 12.14 Use and Return of Class Data. Information provided to Class Counsel pursuant to Evidence Code section 1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendants in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and for 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 date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiff shall destroy all paper and electronic versions of Class Data received from Defendants unless, prior to the Court's discharge of the Administrator's obligation, Defendants make a written request to Class Counsel for the return, rather than the destruction, of Class Data.
- 12.15 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.
- 12.16 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 a federal or state legal holiday, such date or deadline shall be on the first business day thereafter.
- 12.17 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:

D. Law, Inc.
David Yeremian (d.yeremian@d.law)
Alvin Lindsay (a.lindsay@d.law)
450 N Brand Blvd., Ste 840
Glendale, CA 91203

To Fox:

Mitchell Silberberg & Knupp, LLP
Seth Pierce (sep@msk.com)
Stephen A. Rossi (sar@msk.com)
2049 Century Park East, Suite 1800
Los Angeles, CA 90067

To CSS:

Rosen Marsili Rapp LLP
Howard Z. Rosen (hzrosen@rmrllp.com)
11150 W. Olympic Blvd Suite 990
Los Angeles, CA 90064

- 12.18 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 exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.
- 12.19 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that 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.

IT IS SO AGREED.

Signature Page follows:

DATED: 6/24/2025

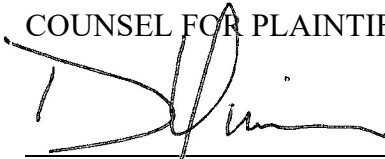
DANIEL ALVAREZ JR.

DocuSigned by:

By: CA131E0585FF453...

DATED: 06/25/2025

COUNSEL FOR PLAINTIFF:



David Yereznian

DATED: _____

FOX STUDIO LOT LLC:

By: _____
Name: _____
Date: _____
Title: _____

DATED: _____

COUNSEL FOR FOX STUDIO LOT LLC:

Stephen Rossi

DATED: _____

CULINARY SERVICES OF AMERICA,
INC.

By: _____
Name: _____
Date: _____
Title: _____

DATED: _____

COUNSEL FOR CULINARY SERVICES
OF AMERICA, INC.:

HOWARD Z. ROSEN

DATED: _____

DANIEL ALVAREZ JR.

By: _____

DATED: _____

COUNSEL FOR PLAINTIFF:

David Yeremian

DATED: 6/25/2025

FOX STUDIO LOT LLC:

By: Tim Lykowski
Name: Tim Lykowski
Date: 6/25/2025
Title: SVP Labor & Employment

DATED: 6/25/2025

COUNSEL FOR FOX STUDIO LOT LLC:


Stephen Rossi

DATED: _____

CULINARY SERVICES OF AMERICA,
INC.

By: _____
Name: _____
Date: _____
Title: _____

DATED: _____

COUNSEL FOR CULINARY SERVICES
OF AMERICA, INC.:

HOWARD Z. ROSEN

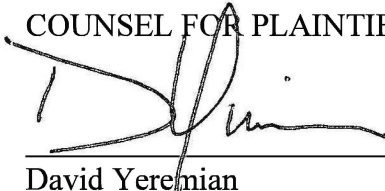
DATED: 6/24/2025

DANIEL ALVAREZ JR.

By:  CA131E0585EE453...

DATED: 06/25/2025

COUNSEL FOR PLAINTIFF:


David Yereznian

DATED: _____

FOX STUDIO LOT LLC:

By: _____
Name: _____
Date: _____
Title: _____

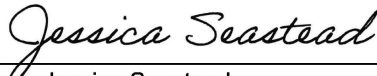
DATED: _____

COUNSEL FOR FOX STUDIO LOT LLC:

Stephen Rossi

DATED: 06/30/2025

CULINARY SERVICES OF AMERICA,
INC.

By: 
Name: Jessica Seastead
Date: 06/30/2025
Title: Chief Operating Officer

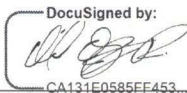
DATED: _____

COUNSEL FOR CULINARY SERVICES
OF AMERICA, INC.:

HOWARD Z. ROSEN

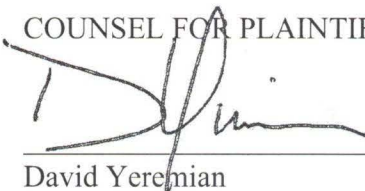
DATED: 6/24/2025

DANIEL ALVAREZ JR.

By:  DocuSigned by:
CA131E0585EE453

DATED: 06/25/2025

COUNSEL FOR PLAINTIFF:


David Yereimian

DATED: _____

FOX STUDIO LOT LLC:

By: _____
Name: _____
Date: _____
Title: _____

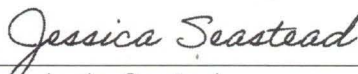
DATED: _____

COUNSEL FOR FOX STUDIO LOT LLC:

Stephen Rossi

DATED: 06/30/2025

CULINARY SERVICES OF AMERICA,
INC.

By: 
Name: Jessica Seastead
Date: 06/30/2025
Title: Chief Operating Officer

DATED: JUNE 30, 2025

COUNSEL FOR CULINARY SERVICES
OF AMERICA, INC.:


HOWARD Z. ROSEN

EXHIBIT A

COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT
AND HEARING DATE FOR FINAL COURT APPROVAL

*Daniel Alvarez Jr., an individual, on behalf of himself and others similarly situated vs.
Culinary Services of America, Inc. and Fox Studio Lot LLC et al., LASC Case No. 24STCV12720*

***The Superior Court for the State of California authorized this Notice. Read it carefully!
It's not junk mail, spam, an advertisement or solicitation by a lawyer. You are not being sued.***

You may be eligible to receive money from an employee class action lawsuit (“Action”) against Defendants Fox Studio Lot LLC (“Fox”) and Culinary Services of America, Inc. (“CSS”) (collectively, “Defendants”) for alleged wage and hour violations. The Action was filed by Daniel Alvarez Jr., an employee of Fox and former employee of CSS, (“Plaintiff”) and seeks payment of (1) back wages and other relief for a class of non-exempt culinary services workers hired directly by Fox who worked for Fox in California, as well as all non-exempt employees of CSS who provided culinary services to Fox in California, during the during the Class Period May 17, 2020 to June 16, 2025 and (2) penalties under the California Private Attorney General Act (“PAGA”) for all non-exempt culinary services workers hired directly by Fox who worked for Fox in California, as well as all non-exempt employees of CSS who provided culinary services to Fox in California, during PAGA Period May 17, 2024 to June 16, 2025 (“Aggrieved Employees”).

The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendants to fund Individual Class Payments, and (2) a PAGA Settlement requiring Defendants to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency (“LWDA”).

Based on Defendants’ records, and the Parties’ current assumptions, your Individual Class Payment is estimated to be \$_____ (less withholding) and your Individual PAGA Payment is estimated to be \$_____. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendants’ records you are not eligible for an Individual PAGA Payment under the Settlement because you didn’t work during the PAGA Period.)

The above estimates are based on Defendants’ records showing that you worked _____ workweeks during the Class Period and you worked _____ workweeks during the PAGA Period. If you believe that you worked more workweeks during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff’s attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment that requires Defendants to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendants.

If you worked for Fox (including while employed by CSS) during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

(1) **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against Defendants.

(2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting a written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against Defendants, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

Defendants will not retaliate against you for any actions you take with respect to the proposed Settlement.

<i>SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT</i>	
<i>You Don't Have to Do Anything to Participate in the Settlement</i>	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendants that are covered by this Settlement (Released Claims).
<i>You Can Opt-out of the Class Settlement but not the PAGA Settlement</i> <i>The Opt-out Deadline is e</i> 	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. Defendants must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).
<i>Participating Class Members Can Object to</i>	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel

<i>SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT</i>	
<i>the Class Settlement but not the PAGA Settlement</i> <i>Written Objections Must be Submitted by</i>	and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 7 of this Notice.
<i>You Can Participate in the</i> <i>_____</i> <i>Final Approval Hearing</i>	The Court’s Final Approval Hearing is scheduled to take place on _____. You don’t have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court’s virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.
<i>You Can Challenge the Calculation of Your Workweeks/Pay Periods</i> <i>Written Challenges Must be Submitted by</i> <i>_____</i>	The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number Class Period Workweeks and number of PAGA Period Pay Periods you worked according to Defendants’ records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by _____. See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a Fox employee and former employee of CSS. The Action accuses Defendants of violating California labor laws by failing to pay minimum wages, overtime wages, sick pay, wages due upon termination, meal and rest break premium wages, reimbursable expenses, and failing to provide meal periods, rest breaks, accurate itemized wage statements, and employment records. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Lab. Code, § 2698, et seq.) (“PAGA”). Plaintiff is represented by attorneys in the Action: David Yeremian and Alvin Lindsay of D. Law, Inc. (“Class Counsel.”)

Defendants strongly deny violating any laws or failing to pay any wages and contend they complied with all applicable laws.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether Defendants or Plaintiff is correct on the merits. In the meantime, Plaintiff and Defendant hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an end to the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and Defendants have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendants do not admit any violations or concede the merit of any claims.

Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendants have agreed to pay a fair, reasonable, and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable, and adequate, authorized this Notice, and scheduled a hearing to determine whether the Court will Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. Defendants Will Pay \$240,000.00 as the Settlement Amount (Gross Settlement). Defendants have agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel’s attorneys’ fees and expenses, the Administrator’s expenses, and penalties to be paid to the California Labor and Workforce Development Agency (“LWDA”). Assuming the Court grants Final Approval, Defendants will fund the Gross Settlement not more than 21 days after the Judgment entered by the Court becomes final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.
2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - A. Up to \$80,000.00, which is one-third of the Gross Settlement to Class Counsel for attorneys’ fees and actual and reasonable litigation expenses incurred in this Action as approved by the Court. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - B. Up to \$5,000.00 as a Class Representative Award for filing the Action, working with Class Counsel, and representing the Class. A Class

Representative Award will be the only monies Plaintiff will receive under this agreement other than Plaintiff's Individual Class Payment and any Individual PAGA Payment.

- C. Up to \$10,000.00 to the Administrator for services administering the Settlement.
- D. Up to \$15,000.00 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

- 3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the "Net Settlement") by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.
- 4. Taxes Owed on Payments to Class Members. Plaintiff and Defendants are asking the Court to approve an allocation of 10% of each Individual Class Payment to taxable wages ("Wage Portion") and 90% to interest, penalties, and reimbursements ("Non-Wage Portion"). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendants will separately pay employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although Plaintiff and Defendants have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

- ☐ Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller's Unclaimed Property Fund in your name.

If the monies represented by your check is sent to the Controller's Unclaimed Property Fund, you should consult the rules of the Fund for instructions on how to retrieve your money.

5. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than _____, that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the _____ Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her/their representative setting forth a Class Member's name, present address, telephone number, signature, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against Defendants.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against Defendants based on the PAGA Period facts alleged in the Action.

6. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and Defendants have agreed that, in either case, the Settlement will be void: Defendants will not pay any money and Class Members will not release any claims against Defendants.
7. Administrator. The Court has appointed a neutral company, Phoenix Class Action Administrators (the "Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section 9 of this Notice.
8. Participating Class Members' Release. After the Judgment is final and Defendants has fully funded the Gross Settlement and separately paid all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendants or related entities for wages based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

The Participating Class Members will be bound by the following release:

5.2 All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from any and all claims, debts, liabilities, demands, obligations, penalties, premium pay, guarantees, costs, expenses, attorney's fees, damages, actions or causes of action of whatever kind or nature, contingent or accrued, that have been asserted or that reasonably could have been asserted in the Operative Complaint based on the facts, claims and/or allegations therein arising from or relating to work for Fox (whether as employee of Fox or CSS), including under any legal theory that was alleged or that reasonably could have been alleged based on the facts, claims and/or allegations therein, including but not limited to failure to pay all wages due (including overtime wages, and meal and rest break premium wages), failure to pay for all hours worked, failure to timely pay wages and final wages, derivative claims for failure to furnish accurate wage statements, failure to properly provide or pay sick time, failure to provide employment records, and failure to provide expense reimbursements. This Release shall include claims and theories arising under the California Labor Code Sections 201, 201.5, 202, 203, 204, 210, 221, 226, 226.7, 510, 512, 515, 558, 558.1, 1174, 1174.5, 1198.5, 1194, 2802, as well as claims under Business and Professions Code section 17200 et seq. and the equivalent provisions of the Fair Labor Standards Act. Except as set forth in Section 5.1 and 5.3 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, or workers' compensation. The release shall run through the date of Preliminary Approval. Moreover, only those who cash their Individual Class Payment checks will be deemed to have released claims under the Fair Labor Standards Act. The following language will be printed on the reverse of each Individual Class Payment check, or words to this effect: "By endorsing or otherwise negotiating this check, I acknowledge that I read, understood, and agree to the terms set forth in the Notice of Class Action Settlement and I consent to join in the Fair Labor Standards Act ("FLSA") portion of the Action, elect to participate in the settlement of the FLSA claims, and agree to release all of my FLSA claims that are covered by the Settlement."

9. Aggrieved Employees' PAGA Release. After the Court's judgment is final, and Defendants has paid the Gross Settlement (and separately paid the employer-side payroll taxes), all Aggrieved Employees will be barred from asserting PAGA claims against Defendants, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue or participate in any other PAGA claim against Defendants or their related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

The Aggrieved Employees' Releases for Participating and Non-Participating Class Members are as follows:

All Aggrieved Employees, including those that are non-Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors and assigns, release the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint or the PAGA Notice arising from or relating to work for Fox (whether as employee of Fox or CSS), including any and all claims for violation of the California Labor Code that are released in Section 5.2.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.
2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$3,750.00 by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual Aggrieved Employee.
3. Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Defendants' records, are stated in the first page of this Notice. You have until _____ to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Defendants' calculation of Workweeks and/or Pay Periods based on Defendants' records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and/or Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defendants' Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

1. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment.
2. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Submit a written and signed letter with your name, present address, telephone number, signature, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request to excluded. Be sure to personally sign your request, identify the Action as *Alvarez v. CSS and Fox*, and include your identifying information (full name, address, telephone number, approximate dates of employment and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by _____, or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and Defendants are asking the Court to approve. At least ____ days before the _____ Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses, and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class Representative Service Award. Upon reasonable request, Class Counsel (whose contact information is in

Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website _____ (url) or the Court's website _____ (url).

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses, and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the Administrator is _____.** Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action as *Alvarez v. CSS and Fox* and include your name, current address, telephone number, and approximate dates of employment for Fox and/or CSS and sign the objection. Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on _____ at _____ (time) in Department 1 of the Los Angeles Superior Court, located at 312 North Spring Street, Los Angeles, CA 90012. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel, and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via LACourtConnect (<https://www.lacourt.org/lacc/>). Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website _____ beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendants and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment, or any other Settlement documents is to go to _____ (specific entity) website at _____ (url). You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to (<http://www.lacourt.org/casesummary/ui/index.aspx>) [confirm] and entering the Case Number for the Action, Case No. 24STCV12720. You can also make an appointment to personally review court documents in the Clerk's Office at the Stanley Mosk Courthouse by calling (213) 830-0800.

***DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT
THE SETTLEMENT.***

Class Counsel:

D. Law, Inc.
David Yeremian (d.yeremian@d.law)
Alvin Lindsay (a.lindsay@d.law)
450 N Brand Blvd., Ste 840
Glendale, CA 91203
(818) 962-6465

Settlement Administrator:

Name of Company: _____
Email Address: _____
Mailing Address: _____
Telephone: _____
Fax Number: _____

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void you should consult the Unclaimed Property Fund for instructions on how to retrieve the funds.

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.

EXHIBIT 2

May 17, 2024

VIA ON-LINE SUBMISSION ONLY TO:

<https://dir.tfaforms.net/128>

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

VIA CERTIFIED MAIL TO:

(by certified mail to Culinary Services of America Inc., Randy Hopp, Fox Studio Lot LLC, and CT Corporation System)

Culinary Services of America, Inc.
6404 Wilshire Blvd. Suite #500
Los Angeles, CA 90048
Certified Mail Tracking Number: 9414 8112 0620 4173 6586 24

Randy Hopp
Agent for Service of Process for Culinary Services of America, Inc.
6404 Wilshire Blvd. Suite #500
Los Angeles, CA 90048
Certified Mail Tracking Number: 9414 8112 0620 4173 6663 08

Fox Studio Lot LLC
10201 West Pico Blvd.
Los Angeles, CA 90035
Certified Mail Tracking Number: 9414 8112 0620 4173 6892 84

CT Corporation System
Agent for Service of Process for Fox Studio Lot LLC
330 N. Brand Blvd., Ste 700
Glendale, CA 91203
Certified Mail Tracking Number: 9414 8112 0620 4173 6856 82

**Re: Labor Code §2810.3(d) Worker's Notice to Labor Contractor; and
Labor Code § 2698, *et seq.* Penalties - PAGA Notice Letter to LWDA
Daniel Alvarez Jr. v. Culinary Services of America, Inc., et al.
Superior Court for the County of Los Angeles**

Gentlepersons:

This office represents Daniel Alvarez Jr. ("Plaintiff") and other similarly aggrieved employees employed as non-exempt, chefs, food preparation services, and other positions related to culinary service positions at Defendants' facilities and office locations in California during the relevant period (collectively "Aggrieved Employees") for, *inter alia*, violations of California Labor Code §§ 201, 202, 203, 204, 210, 221, 226, 226.7, 246, 248.1, 248.2, 248.5, 510, 512, 558, 558.1,



1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1198, 1199, 2802, 2810.5, 2698, and 2699, *et seq.*; provisions of the Industrial Welfare Commission (IWC) Wage Order(s); and California Business & Professions Code § 17200 *et seq.*

The purpose of this letter is two-fold. First, it 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 CULINARY SERVICES OF AMERICA, INC., a California corporation, (“CSA”) FOX STUDIO LOT LLC, a Delaware Limited Liability Company (“FOX”); and Does 1 through 50 inclusive (all defendants being referred to herein collectively as “Defendants”).

The second purpose of this Notice letter is to provide Defendants with notice pursuant to Labor Code §2810.3(d) that, upon the running of the 30 day notice period under Section 2810.3 and the running of the PAGA Notice period addressed below, Plaintiff will be adding claims under the Act against Defendants through an appropriate amendment to the attached Complaint, and as otherwise addressed in the attached Complaint and in this Notice Letter. Upon information and belief, the Defendant FOX hired employees either directly or through staffing agencies such as CSA. Plaintiff has alleged that these Defendants jointly employ Plaintiff and the Aggrieved Employees, including those placed by CSA and any other Labor Contractors (collectively “staffing companies”) to perform work at FOX’s facilities. Plaintiff also asserts that the Aggrieved Employees encompass both direct hires from FOX and those whom the staffing companies placed to work at FOX’s facilities, as they are all subject to uniform policies and practices and share common contentions as to the alleged violations that have arisen from them. Plaintiff is asserting against CSA all claims asserted in the original and First Amended Class Action Complaint that will follow, including claims for civil penalties and other relief under the PAGA as articulated in this Notice Letter.

Additionally, this correspondence will serve to satisfy the notice requirements under the Act, along with Plaintiff’s Class Action Complaint, which is attached to this Notice letter. The Complaint is being filed concurrently in Los Angeles County Superior Court and will be assigned a local case number. The Complaint allegations and claims are incorporated into this Notice Letter. This correspondence also satisfies the notice requirements under Section 2810.3, and the following details and liability theories summarize Plaintiff’s claims and provide notice to CSA and the other staffing companies under Labor Code 2810.3(d) and firmly establish they are and have been joint employers of the Aggrieved Employees with FOX.

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 is a resident of California and Los Angeles County, and during the time period relevant to this Complaint, worked as a non-exempt, hourly chef and cook and was placed at Defendants' facilities and locations in California. He and the other Aggrieved Employees were employed by Defendants as non-exempt, hourly employees at Defendants' staffing agencies, restaurants, studios, and locations and facilities in California, including in positions related to food preparation, food service, and restaurant work for Defendants. Plaintiff worked at Defendants' behest without being paid all wages due and without being provided all required breaks. More specifically, Plaintiff and the other similarly situated Aggrieved Employees were employed by Defendants and shared similar job duties and responsibilities, were subjected to the same policies and practices, and endured similar violations at the hands of Defendants as the other Employees who served in similar and related positions.

Upon information and belief, Plaintiffs were employed by Defendants and shared similar job duties and responsibilities; were subjected to the same policies and practices; and endured similar violations at the hands of Defendants as the other Employee Aggrieved Employees who served in similar and related positions at the Fox Studio Lot LLC facilities, including all those Employees who were directly hired by Fox Studio Lot LLC and those hired through Culinary Services of America, Inc. or other temporary staffing companies and placed at Fox facilities.

Defendants required Plaintiff and the Aggrieved Employees to work off the clock and failed to record accurate time worked by these Employees, failed to pay them at the appropriate rates for all hours worked, failed to pay all wages due and owing at termination or resignation, and provided Plaintiff and the Aggrieved Employees with inaccurate wage statements that prevented them from learning of these unlawful pay practices. Defendants also failed to provide Plaintiff and the Aggrieved Employees with lawful meal and rest periods, as Employees were required to remain under Defendants' control and were not provided with the opportunity to take full uninterrupted and duty-free rest periods and meal breaks, as required by the Labor Code and the applicable paragraphs of the IWC Wage Orders.

Defendant CULINARY SERVICES OF AMERICA, INC ("CSA") is a California corporation that lists its principal address with the California Secretary of State in Los Angeles and Los Angeles County, California. The wage statements issued to Plaintiff from Defendants, and upon information and belief the other Aggrieved Employees, listed "Culinary Services of America, Inc." as the employer, with the same address in Los Angeles, California. Upon information and belief, CULINARY SERVICES OF AMERICA, INC. is doing business as CULINARY STAFFING SERVICE and/or is a subsidiary, sub-entity, predecessor, successor or otherwise related entity that operates as part of Defendant, CULINARY SERVICES OF AMERICA, INC.. Culinary Services of America and the Culinary Staffing Service maintain the same Los Angeles, California address. The Culinary Staffing Service's website addresses its various locations throughout California, including in Los Angeles, and provides: "Founded in 1999, Culinary Staffing Service has built a reputation of excellence in the hospitality industry. Our clients stay with us for our ability to provide the highest quality staff on the most flexible terms. We are



equipped to fill last-minute staffing needs, handle all aspects of your personnel management, work with your venue's specific needs, and rise to any occasion... "[w]e staff the hospitality industry with high-quality, pre-qualified staff and we don't stop there. Our services include everything from interviewing candidates, hiring, training, payroll, personnel management, liability and insurance coverage, and round the clock availability. Last-minute, 24/7 services are what we provide, because it's what your business deserves."

Defendant FOX STUDIO LOT LLC ("FOX") is a Delaware Limited Liability Company. Plaintiff worked at FOX as a chef and a cook. Plaintiff signed a Confidentiality Agreement and other employment related documents with Fox Entertainment group, Inc. and Related Entities, and took instructions on policies and hours and working conditions from FOX in combination with CSA. The FOX website provides: "[a]t the Fox Lot, we are always moving forward. The backlot is a fully functioning entertainment hub for all facets of production and post-production projects. With 15 different sound stages ranging in size, convenient on-lot production services, and various screening rooms and post-production suites, Fox is the ideal studio facility for producing efficient and quality production projects from start to finish."

Upon information and belief, Defendant FOX hires Employees to provide culinary and food services at its California locations either directly or through staffing agencies such as CSA. Upon information and belief, FOX also maintains control over key aspects of the employment of Plaintiffs and the Employee Aggrieved Employees, including controlling their scheduled hours and working conditions, when they receive breaks, and their pay rates, and sets the policies and practices which govern their employment. Although Plaintiff was paid by and received wage statements from CSA, they were employers of Plaintiff and other similarly situated temporary staffing company placements with FOX. CSA and these temporary staffing companies jointly controlled the hours worked by Plaintiffs and the Employee Aggrieved Employees, including by setting their wage rates and amount of wages paid, and their daily working conditions and the policies and practices that governed their daily employment, just as FOX did for any Aggrieved Employees it hired directly to work in its dining and food service facilities like Plaintiff and for Employee Aggrieved Employees hired through other staffing agencies.

Additionally, under California Labor Code § 2810.3, FOX shares with CSA, and any other staffing agency it uses, in civil legal responsibility for all workers supplied to FOX for their collective failure to pay all earned wages. California Labor Code § 2810.3 requires that "A client employer shall share with a labor contractor all civil legal responsibility and civil liability for all workers supplied by that labor contractor for...the payment of wages." A "labor contractor" (here, e.g., CSA), is defined as "an individual or entity that supplies, either with or without a contract, a client employer with workers to perform labor within the client employer's usual course of business." "Client employer" (here FOX) is defined as "a business entity, regardless of its form, that obtains or is provided workers to perform labor within its usual course of business from a labor contractor." Upon information and belief, Defendant FOX is and has been a client employer within the definition of Labor Code § 2810.3 and shares with CSA, the labor contractor, all civil legal responsibility and civil liability for failure to pay all wages earned by Plaintiffs and the Employee Aggrieved Employees.



Plaintiff and the Aggrieved Employees were either not paid by Defendants for all hours worked or were subjected to unlawful rounding and time shaving or were not paid at the appropriate minimum, regular and overtime rates. Plaintiff also contends that Defendants failed to pay Plaintiff and the Aggrieved Employees all wages due and owing, including by requiring off the clock work, failed to provide meal and rest breaks, and failed to furnish accurate wage statements, all in violation of various provisions of the California Labor Code and applicable paragraphs of the IWC Wage Orders.

During the course of Plaintiff and the 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) and for all their overtime hours worked and were subjected to unlawful rounding, and they were not paid at the required rates for overtime. This has resulted in systematic and ongoing violations of the California Labor Code and relevant IWC Wage Orders. Upon information and belief, Defendants employ other non-exempt, hourly employees as chefs, cooks, culinary services, and restaurant employees and similar and related positions.

Plaintiff was frequently employed by Defendants as a Chef and Cook at one of Defendants' Los Angeles, California locations. Plaintiff's job duties included food preparation, food service, and restaurant work at Defendants' facilities in California. Plaintiff was generally scheduled to work forty or more hours per week, five days per week, which resulted in shifts of approximately eight to ten hours in duration. Plaintiff's shifts were generally scheduled from 6:00 a.m. to 2:30 p.m., including an unpaid thirty meal period Defendants presumed they provided. Plaintiff and Aggrieved Employees were required to utilize Defendant's time keeping program, on their personal mobile phones. Plaintiff, and upon information and belief the other Aggrieved Employees, were generally required to begin working or otherwise be under Defendants' control at least fifteen to twenty minutes before 6:00 a.m. or any other scheduled shift start time to wait for the security staff to provide credentials and parking passes to the employees before they were required to begin work promptly at their scheduled shift start time.

Additionally, Defendants required Employees to record their half-hour meal periods on the time clock. However, due to the heavy workload, Plaintiff was compelled to remain on Defendants' work premises during meal periods. Thus, Plaintiff's meal periods were interrupted and/or shortened, and he was forced to work off the clock during his meal periods.

Defendants' timekeeping violations were not limited to requiring Employees to complete off-the-clock work. Defendants required Employees to be prepared to begin work at their scheduled shift start times, or they would face disciplinary action. However, Employees were also cautioned not to clock in more than ten minutes early to avoid overtime. Accordingly, some Employees would wait around the time clock to scan their entry just before their scheduled start time. Moreover, despite Defendants' timekeeping system purporting to record Employees' exact start time, end time, and meal period times, Plaintiff routinely noticed that her payroll records reflected rounded or shaved hours and did not precisely reflect all the minutes he had worked. In addition, whenever Plaintiff suffered a late meal period and her time records recorded a late meal, Defendants would require Plaintiff to modify her meal period entry to an earlier time so



that the meal period would appear compliant, and Defendants could avoid paying a premium.

The failure to maintain accurate timekeeping and payroll records perpetrated by Defendants has also been exacerbated by off the clock work Defendants required their Employees to endure. Due to the heavy volume of work, Plaintiff was habitually compelled to work through parts of his meal periods in order to complete his work. Plaintiff was required to remain at his work location during meal and rest breaks and therefore was not free of all duty. Plaintiff was required at times to clock out for lunch and continue performing job duties rather than being provided with the duty-free meal periods required under the Labor Code. Defendants were also aware that their facilities were understaffed and as a result, Employees were required to work additional hours that were often uncompensated or otherwise underpaid.

If Plaintiff failed to complete all his work during his scheduled hours, he would be forced to incur overtime hours which Defendants' management frowned upon and rarely authorized. Thus, Plaintiff was forced to work through parts of his meal periods to complete all his work and to avoid incurring an amount of overtime that Defendants would not accept and pay. These additional hours worked generally went uncompensated despite the fact Plaintiff was under Defendants' control or otherwise required to continue performing job duties or was standing by to perform them. Plaintiff and other Employees' rest breaks were also routinely interrupted or not provided at all due to pressing work demands. Due to understaffing and the heavy volume of work, Employees were generally not permitted to take any rest breaks.

Defendants followed similar unlawful practices, upon information and belief, in connection with other Employees in a concerted effort to limit and restrict regular and overtime hours earned by and owing to Plaintiff and the other Aggrieved Employees by requiring, for example, Plaintiff and other Aggrieved Employees to wait in security lines in the parking lot to be given credentials and parking passes 15-20 minutes each day before clocking in. As a result of this and the other off the clock they required Employees to endure, Defendants failed to pay Plaintiff and Aggrieved Employees overtime at the end of work shifts which Defendants did not record in any timekeeping or payroll records. Defendants' timekeeping system utilized to track employee time contained a shift start time that was already set and not adjustable. Plaintiff and Aggrieved Employees were only able to click "yes" to clock in – but could not change the start time. Defendants thus both failed to pay overtime hours and failed to compensate them at the correct premium rates.

Defendants also failed to properly account for bonuses in the Plaintiff's and Aggrieved Employees' overtime, meal penalty, sick period, and rest penalty regular rates. Plaintiff was therefore not paid for all his hours worked at the required minimum, overtime and double time wage rates due to Defendants' policy and practice of requiring him to work off the clock and without pay. With work shifts generally scheduled for eight hours or more, this unpaid off the clock work resulted in Plaintiff and the Aggrieved Employees working past eight hours on a shift, which required that they be paid at the correct overtime rate of 1.5 times their regular rate. Defendants thus systematically underpaid Plaintiff and the Aggrieved Employees by failing to pay them at the required overtime rates for all hours over eight in a work shift or over forty in a



work week, and all hours over twelve in a day at the required double time rate. Upon information and belief, the Aggrieved Employees were bound by similar scheduling and work policies which Defendants required them to follow and endured similar violations at Defendants' hands.

As a result of the above-described unlawful requirements to work off the clock, the failure to accurately record all hours worked and the other wage violations they endured at Defendants' hands, Plaintiff and the Aggrieved Employees were not properly paid all wages earned and all wages owed to them by Defendants, including when working more than eight hours in any given day and/or more than forty hours in any given week. As a result of Defendants' unlawful policies and practices, Plaintiff and Aggrieved Employees incurred overtime hours worked for which they were not adequately and completely compensated, in addition to the hours they were required to work off the clock at their regular rates.

The failure to pay for all hours worked and underpayment of wages to Plaintiff and the Aggrieved Employees is and has been a direct consequence of Defendants' unlawful compensation policies and practices, which upon information and belief applied uniformly to the Aggrieved Employees working at Defendants' locations and facilities. As a result of the above-described unlawful requirements to work off the clock, the failure to accurately record all hours worked and pay wages at the correct rates, the failure to compensate employees for time under Defendants' control and the other wage violations they endured at Defendants' hands, Plaintiff and the Aggrieved Employees were not properly paid all wages earned and all wages owed to them by Defendants, including when working more than eight hours in any given day and/or more than forty hours in any given week.

Plaintiff was therefore not paid for all his hours worked at the required minimum, overtime, and double time wage rates due to Defendants' uniformly applied and unlawful policy and practice of requiring him to work off the clock and without pay. Defendants systematically underpaid Plaintiff and the Aggrieved Employees by failing to pay them at the required overtime rates for all hours over eight in a work shift or over forty in a work week, and all hours over twelve in a day at the required double time rate. Upon information and belief, the Aggrieved Employees were bound by similar scheduling and timekeeping policies and endured similar violations at Defendants' hands as Plaintiff.

Defendants have either failed to maintain timekeeping records for Plaintiff that would permit Plaintiff to discover the nature and extent of the off the clock work Defendants required and the actual hours Plaintiff worked or the breaks he received. By failing to pay for all hours worked, and by under-recording regular hours to the detriment of the Aggrieved Employees, Defendants have committed knowing and intentional ongoing violations of the record keeping requirements under the Labor Code, including section 1174, by either failing to maintain records or retaining inaccurate ones.

The failure to pay for all hours worked and underpayment of wages to Plaintiff and the Aggrieved Employees is and has been a direct consequence of Defendants' unlawful



compensation policies and practices, which upon information and belief applied uniformly to the Aggrieved Employees working based out of Defendants' facilities throughout California. As a result of the above-described unlawful requirements to work off the clock, the rounding and time shaving, the failure to accurately record all hours worked and pay wages at the correct rates, and the other wage violations they endured at Defendants' hands, Plaintiff and the Aggrieved Employees were not properly paid all wages earned and all wages owed to them by Defendants, including when working more than eight hours in any given day and/or more than forty hours in any given week.

Therefore, Defendants had a consistent policy or practice of failing to pay Employees for all hours worked and failing to pay minimum wages for all time worked, as required by California law. Also, Defendants had a consistent policy or practice of failing to pay Employees overtime compensation at premium overtime rates for all hours worked in excess of eight hours a day and/or forty hours a week, and double-time rates for all hours worked in excess of twelve hours a day, in violation of Labor Code § 510 and the corresponding sections of IWC Wage Orders.

Defendants also failed to provide Plaintiff and the Aggrieved Employees with their required meal periods and at least two ten-minute rest breaks as required at a minimum for Plaintiff's scheduled shift durations. The above-described off-the-clock work contributed to Defendants' common policy of failing to provide lawful meal periods to Plaintiff and the Aggrieved Employees, as required under the Labor Code and Paragraph 11 of the IWC Wage Order(s). Defendants similarly failed to authorize and permit Plaintiff and the Aggrieved Employees to take all required 10-minute rest breaks, as required under the Labor Code and Paragraph 12 of the IWC Wage Order(s).

More specifically, Plaintiff worked shifts that entitled him to at least one meal period, but due to prioritizing customer care, Plaintiff was compelled to delay his meal periods or have them interrupted. The heavy workloads, customer demands, and management expectations also contributed to Employees working through meal periods or not taking them or taking them late so work could be accomplished or they were required to remain under Defendants' control during meal periods.

Therefore, meal period violations systematically occurred ongoing throughout all of Plaintiff's work shifts where Defendants both failed to provide a lawful meal period or penalty payment and then also unlawfully deducted 30 minutes from Plaintiff's hours worked for the day. To the extent Defendants ever did pay Plaintiff a meal period premium, they failed to include all forms of remuneration beyond hourly wages in the regular hourly rate used to pay the one-hour premium payment. Upon information and belief, the other Aggrieved Employees were subjected to similar unlawful policies and practices and endured similar violations as Plaintiff.

Defendants thus failed to provide all the legally required unpaid, off-duty meal periods and all the legally required paid, off-duty rest periods to Plaintiff and the other Aggrieved Employees, as required by the applicable Wage Order and Labor Code. Plaintiff and other Aggrieved Employees were required to perform work as ordered by Defendants for more than five hours during a shift without receiving compliant meal periods. Additionally, as addressed above,



Defendants followed a practice of requiring off the clock work in a manner that would impact when Employees were to receive meal periods and rest breaks and required them to respond to work demands during breaks, thus leading to further violations.

Upon information and belief, Defendants' systems did not automatically generate a meal period premium under Labor Code § 226.7 for meal periods that commenced after five hours into a work shift or in the event the time punch records reflected a meal period of less than thirty minutes. However, upon information and belief, in the event Defendants did pay any meal period premiums, they did so at the employee's customary regular rate of hourly compensation without including all forms of remuneration in that hourly rate calculation, for example by omitting shift-differentials and the like from the rate at which meal premiums were paid.

Defendants thus followed uniformly applied policies of not providing all required meal periods to their Employees. Meal periods were often not properly provided, as work demands impermissibly shortened their breaks. Even when Plaintiff and the Aggrieved Employees were able to take a meal period, it was generally interrupted by work duties or was taken after the fifth hour of work. Additionally, as addressed above, Defendants followed a practice of requiring off the clock work in a manner that would impact when Employees were to receive meal periods and rest breaks, thus leading to further violations.

As a result, Defendants' failure to provide Plaintiff and the 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. Therefore, Plaintiff and the Aggrieved Employees were unable to take off-duty breaks or were otherwise not provided with the opportunity to take required breaks as required under the Labor Code and Wage Orders due to Defendants' policies and practices. On the occasions when Plaintiff and the Aggrieved Employees were provided with a meal period, it was often untimely or interrupted, or was impermissibly shortened, and Employees were not provided with one hour's wages in lieu of it.

Similar violations resulted from Defendants' failure to authorize and permit Plaintiff and the Aggrieved Employees to take duty-free, net ten minute rest breaks for every four hours of shift work, or major fraction thereof. Plaintiff and the other similarly situated Aggrieved Employees were either not authorized permitted the opportunity to take a rest break, or were required to remain under Defendants' control and respond to work and customer demands if and when they even attempted to take one. Upon information and belief, Defendants thus also failed to authorize and permit employees to leave the premises during rest breaks, evidencing Defendants' policy and practice of requiring Plaintiff and the Aggrieved Employees to remain under their control during required off-duty rest break times.

Defendants thus failed to authorize and permit duty-free ten minute rest breaks as required under the Labor Code and IWC Wage Orders. In fact, Defendants made no effort to even schedule or otherwise account for time for Plaintiff and the Aggrieved Employees to use for duty-free, net ten minute rest breaks. This common and unlawful policy uniformly applied to the Employees during the relevant period, meaning Defendants' rest break policy was not to schedule or otherwise authorize and permit them. Plaintiff and the Aggrieved Employees



worked eight to twelve hours on an average shift, and were required to receive at least two rest breaks or three rest breaks on shifts over ten hours. Given the work demands, understaffing, and pressure from Defendants' management, Plaintiff and the Aggrieved Employees were compelled to not take rest breaks despite working extended shifts. Defendants have produced no evidence of any payments for rest break violations under Labor Code § 226.7. To the extent Defendants have paid any such premiums, upon information and belief they failed to include all forms of remuneration, including bonuses and shift differentials, in the regular rate at which Defendants paid the premium.

Defendants' uniformly applied policies and practices thus resulted in untimely and shortened or on-duty rest breaks when they were authorized and permitted. Plaintiff and the Aggrieved Employees worked shifts of at least eight hours, which required at least two rest breaks, and often worked shifts over ten hours, which required at least three rest breaks. Even on the occasions when Defendants authorized and permitted Plaintiff to take a first rest break, he was not permitted to take a second or a third break, and those that were provided were often late and generally interrupted by job duties and requirement.

During rest periods, employers must relieve employees of all duties and relinquish control over how employees spend their time. Plaintiff and the Aggrieved Employees were and are under Defendants' control when they are working through rest breaks and remaining under Defendants' control. Defendants have also provided either impermissibly shortened or untimely meal and rest breaks to Plaintiff and the Aggrieved Employees. Plaintiff and the Aggrieved Employees were thus 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 hour's wages in lieu thereof. They were required to remain on-duty during breaks or portions of their breaks, thus making them either untimely or shortened and on-duty, and they were also prevented from leaving the premises and otherwise remain under Defendants' control during rest breaks under Defendants' uniformly applied policies and practices.

Defendants have also consistently violated Labor Code § 221 by unlawfully collecting or deducting the Employees' earned wages, including by the above described off the clock work and rounding and time shaving and on-duty work while on unpaid meal breaks. By not compensating Employees for all hours worked, Defendants unlawfully deducted wages earned in violation of Labor Code § 221.

Defendants also violated California Labor Code § 246 by not providing all required paid sick days to Plaintiff 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. Additionally and upon information and belief, Defendants have failed to provide COVID-19 supplemental sick leave to the Aggrieved Employees during the relevant time period, including by failing to provide two work weeks of COVID-19 supplemental paid sick leave as required under Labor Code §§ 248.1 and 248.2 and including damages and penalties as these sections are enforced through Labor



Code § 248.5, which requires that: “If paid sick days were unlawfully withheld, the dollar amount of paid sick days withheld from the employee multiplied by three, or two hundred fifty dollars (\$250), whichever amount is greater, but not to exceed an aggregate penalty of four thousand dollars (\$4,000), shall be included in the administrative penalty.” As also addressed above, to the extent Defendants paid any sick time, they did so at a regular rate that failed to include all forms or remuneration. Plaintiff accordingly seeks this relief available for Defendants’ failure to provide Employees with all their required and earned sick days and all their COVID-19 supplemental sick leave in violation of Labor Code §§ 246, 248.1, 248.2, and the civil and statutory penalties available and applicable under Labor Code §§ 246, 248.1, 248.2, 248.5, 558, 1194.2, 1197.1, 1198, 1199, and 2699(f)(2), and also for attorneys’ fees and costs pursuant to Labor Code § 2699(g)(1).

Upon information and belief, Defendants also failed to provide Employees such as Plaintiff at the time of his employment and thereafter with written notice complying with all the requirements of Labor Code § 2810.5, which provides that: “At the time of hiring, an employer shall provide to each employee a written notice, in the language the employer normally uses to communicate employment-related information to the employee, containing” specific required information. Upon information and belief, Defendants failed to provide this information to the Aggrieved Employees as required under Labor Code § 2810.5. Defendants were required to provide Plaintiff and the Aggrieved Employees certain specific information upon hiring pursuant to California Labor Code § 2810.5. Defendants failed to provide Plaintiff with any such information when he was hired and upon information and belief Defendants committed similar violations in connection with similarly situated and Aggrieved Employees.

Defendants have also consistently failed to provide Aggrieved Employees with timely, accurate, and itemized wage statements, in writing, as required by California wage-and-hour laws, including by the above-described requirement of off the clock work, failure to pay all overtime and double time wages owed and failure to pay them at the appropriate premium rates, and failure to pay premium wages for unprovided or otherwise unlawful meal and rest breaks, or by miscalculating any overtime or meal period or rest break premium wages and by the systematic and unlawful deductions Defendants took from Employee wages. Defendants have also made it difficult to account with precision for the unlawfully withheld wages and meal and rest period compensation owed to Plaintiff and the Aggrieved Employees, during the liability period, including because they did not calculate the regular rate of pay correctly when paying overtime or meal period premiums and because they did not implement and preserve a record-keeping method as required for non-exempt employees by California Labor Code §§ 226, 1174(d), and paragraph 7 of the applicable California Wage Orders. Upon information and belief, time clock punches were not maintained or were not accurately maintained for work shifts. Defendants also failed to accurately record and pay for all regular and overtime hours worked and submitted by Plaintiff and the Aggrieved Employees, including by failing to pay all overtime hours at the correctly calculated overtime premium rate.

Defendants have thus failed to comply with Labor Code § 226(a) by inaccurately reporting total hours worked and total wages earned by Plaintiff and the Aggrieved Employees, along with the



appropriate applicable rates, among others requirements. Plaintiff and Aggrieved Employees are therefore entitled to penalties not to exceed \$4,000.00 for each employee pursuant to Labor Code § 226(b). 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, and 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.

Defendants also required Plaintiff and the Aggrieved Employees to work hours off the clock for which they were not compensated. They were required to endure off the clock work addressed above during interrupted or otherwise on-duty meal and rest periods and were not provided with sick pay and supplemental sick leave and were subjected to systematic off the clock work and rounding and miscalculation. Defendants also failed to pay all overtime premium wages owed for work conducted on a work shift and a workday or failed to pay it at the correct rate, as addressed above. Therefore, Defendants have also followed a uniform and consistent policy of failing to pay all wages owed to Plaintiff and other similarly situated Employees at the time of their termination or within seventy-two hours of their resignation, as required by California wage-and-hour laws.

Additionally, Defendants have regularly required Plaintiff and the Aggrieved Employees to incur necessary business expenses in the course of performing their required job duties without reimbursement. These included the required purchase of tools and protective gear such as chef coats, pants, and head coverings. Defendants required employees to supply their own personal knife sets at their own expenses of approximately \$300 to \$500. Plaintiff and Aggrieved Employees were required to purchase and bring to work one white chef coat and one black chef coat. Plaintiff and Aggrieved Employees were required to take picture of their protective gear and text to the Defendants for Defendants' approval. Plaintiff and the Aggrieved Employees must be reimbursed for these necessary business expenses under Labor Code § 2802, and Defendants systematically failed to do so.

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.

Defendants failed to pay Employees the minimum wages they were owed, including by their consistent policy of failing to pay Employees for all hours worked. Employees would work hours



and not receive wages, including as alleged above in connection with off the clock work, including all the time required to remain on duty and under Defendants' control during breaks and due to the work demands placed upon them by Defendants' management and due to unlawful rounding. Defendants, and each of them, have also intentionally and improperly rounded, 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 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. 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 rounded, 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, in violation of the California Labor Code, the California Code of Regulations and the IWC Wage Orders and guidelines set forth by the Division of Labor Standards and Enforcement.

Defendants have also violated these provisions by requiring Plaintiff and other similarly situated non-exempt 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 or to attend and participate in company required activities or remain under Defendant's control. When considered in combination with the unlawful rounding to their detriment, Aggrieved Employees were not properly compensated, nor were they paid overtime rates or the correct overtime rate (addressed above) for hours worked in excess of eight hours in a given day, and/or forty hours in a given week. Based on information and belief, 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 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 due to the work demands placed upon them by Defendants' management, 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 due to Defendants' policies and practices.

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.

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 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 generally failed to authorize and permit any rest breaks, or 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 job requirements or simply failed to authorize and permit them at all.

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 break 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.

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 effective hourly rates of pay 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.

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).

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Unlawfully Collecting or Receiving Wages in Violation of Labor Code § 221

Labor Code § 221 provides, “It shall be unlawful for any employer to collect or receive from an employee any part of wages theretofore paid by said employer to said employee.” As discussed above, Defendants have consistently violated Labor Code § 221 by unlawfully collecting or deducting the Employees’ earned wages, including by the above described off the clock work and unlawful rounding and overtime miscalculation. By not compensating Employees for all hours worked, Defendant unlawfully deducted wages earned by and owed to Aggrieved Employees, in violation of Labor Code § 221.

In light of the forgoing, Plaintiff and Aggrieved Employees seek to recover penalties pursuant to Labor Code § 558. Under the PAGA, and following exhaustion of the notice period, Plaintiff seeking all civil and statutory penalties available and applicable under Labor Code §§ 510, 558, 1194, 2699(f)(2), and 2699.5, and also for attorneys’ fees and costs pursuant to Labor Code § 2699(g)(1).

Failure to Issue Accurate 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 Aggrieved Employees with accurate itemized wage statements in writing, as required by the Labor Code. Specifically, the wage statements given to Aggrieved Employees failed to accurately account for commission pay, unpaid wages, overtime, premium pay for deficiently provided meal periods and rest breaks, and unlawfully received or collected wages, as discussed above, and failed to list accurate rates of pay due to miscalculations of overtime and premium pay. 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 §§ 201.3 and 204

In failing to pay Aggrieved Employees wages, overtime, premium pay, etc., 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.

Additionally, Labor Code § 201.3 provides the following as to temporary services employees, such as those employed by Defendant CSA and placed at FOX: "... if an employee of a temporary services employer is assigned to work for a client, that employee's wages are due and payable no less frequently than weekly, regardless of when the assignment ends, and wages for work performed during any calendar week shall be due and payable not later than the regular payday of the following calendar week." Defendants failed to pay Plaintiff and the Aggrieved Employees employed by CSA and placed at FOX on a weekly basis during the relevant period.

Labor Code § 204 instructs that: "All wages, ...earned by any person in any employment are due and payable twice during each calendar month, on days designated in advance by the employer as the regular paydays. Labor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for between the 16th and the 26th day of the month during which the labor was performed, and labor performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the following month." Additionally, the requirements of this section shall be deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven calendar days following the close of the payroll period." As detailed above, Defendants maintained a consistently applied policy and practice of not paying all wages earned between the 1st and 15th days of a month between the 16th and 26th day and failed to pay all wages earned between the 16th and the last day of the month between the 1st and 10th day of the following month. Defendants similarly failed to pay all wages earned by not more than seven calendar days following the close of the payroll period.

Defendants thus 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 and by rounding. 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.

In light of the forgoing, 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 unlawful rounding and 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 under paragraph 20 of the applicable 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, premium pay, etc., 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).



Failure to Produce Requested Records Pursuant to Labor Code §§ 226 and 1198

Labor Code § 226 provides that current and former employees have the right to inspect or receive a copy of their records pertaining to their employment, upon reasonable request to their employer. Under this statute, an employer that receives a request to inspect or receive a copy of records pertaining to a current or former employee must comply with the request as soon as practicable, but no later than twenty-one calendar days from the date of the request.

Pursuant to California Labor Code § 1198.5(a), every current and former employee, or his or her representative, has the right to inspect and receive a copy of the personnel records that the employer maintains relating to the employee's performance or to any grievance concerning the employee. Under this statute, upon written request from a current or former employee or his or her representative, an employer must make the contents of those personnel records available for inspection or provide a copy of the personnel records to the current or former employee, or his or her representative, not later than thirty calendar days from the date the employer receives the written request, subject to some limited exceptions. Failure to comply with these requests allows for a civil penalty seven hundred fifty dollars (\$750), pursuant to Labor Code §§ 1198.5(k) and 226(f).

On June 14, 2023, Plaintiff sent written requests through his counsel to Defendants for their payroll records, timecards, and personnel records. One June 15, 2023, Defendant, CSA provided an acknowledgement of the employee handbook and failed to provide the other requested documents. As of the date of the filing of this complaint, Plaintiff has not received all of his requested records as of the date of this Complaint.

Defendants violated California Labor Code §§ 226 and 1198.5 by failing to timely produce the required records requested by Plaintiff. On information and belief, Defendants' failure to provide Plaintiff with all of her requested employment records is not an isolated incident, but was instead consistent with Defendants' policy and practice that applied to Plaintiff and Employees.

Pursuant to California Labor Code § 1198.5, Plaintiff and Employees are entitled to a penalty of seven hundred fifty dollars (\$750) from Defendants and attorneys' fees and costs.

Pursuant to California Labor Code § 226(f), Plaintiff is entitled to a penalty of seven hundred fifty dollars (\$750) from Defendants and attorneys' fees and cost, and the other Aggrieved Employees similarly situated are similarly entitled.

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 Provide Paid Sick Days and COVID-19 Supplemental Sick Leave

Defendants violated California Labor Code § 246 by not providing all required paid sick days to Plaintiff 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 and paid at the correct rates, in violation of Labor Code § 246. Defendants have also failed to provide COVID-19 supplemental sick leave and paid at the correct rates to the Aggrieved Employees during the relevant time period, including by failing to provide two work weeks of COVID-19 supplemental paid sick leave as required under Labor Code §§ 248.1 and 248.2 and including damages and penalties as these sections are enforced through Labor Code § 248.5, which requires that: “If paid sick days were unlawfully withheld, the dollar amount of paid sick days withheld from the employee multiplied by three, or two hundred fifty dollars (\$250), whichever amount is greater, but not to exceed an aggregate penalty of four thousand dollars (\$4,000), shall be included in the administrative penalty.”

Plaintiff accordingly seeks this relief available for Defendants' failure to provide Aggrieved Employees with all their required and earned sick days and all their COVID-19 supplemental sick leave in violation of Labor Code §§ 246, 248.1, and the civil and statutory penalties available and applicable under Labor Code §§ 246, 248.1, 248.2, 248.5, 558, 1194.2, 1197.1, 1198, 1199, and 2699(f)(2), and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Failure to Provide Information Upon Hiring Pursuant to Labor Code § 2810.5:

Labor Code § 2810.5 provides that: “At the time of hiring, an employer shall provide to each employee a written notice, in the language the employer normally uses to communicate employment-related information to the employee, containing” specific required information. Upon information and belief, Defendants failed to provide this information to the Aggrieved Employees as required under Labor Code § 2810.5. Under the PAGA, and following exhaustion of the notice period, Plaintiff seeks all civil and statutory penalties available and applicable under Labor Code §§ 2810.5, 1198, and 2699(f)(2), and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

Failure to Reimburse Necessary Business Expenses Under Labor Code § 2802

Defendants required Plaintiff and the Aggrieved Employees to pay for necessary work-related expenses they incurred. These included the required purchase of tools and protective gear such as chef coats, pants, and head coverings. Defendants required employees to supply their own



personal knife sets at their own expenses of approximately \$300 to \$500. Plaintiff and Aggrieved Employees were required to purchase and bring to work one white chef coat and one black chef coat. Plaintiff and Aggrieved Employees were required to take picture of their protective gear and text to the Defendants for Defendants' approval. Defendants thus 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).

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

Consequently, Defendants' conduct has been and continues to be unfair, unlawful, and harmful to 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, 226, 226.7, 246, 248.1, 248.2, 248.5, 510, 512, 558, 1174, 1174.5, 1185, 1194, 1194.1, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2802, 2810.5, and 2698 et seq., 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 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) Unlawful Deductions and Failure to Reimburse Business Expenses: For Defendants' unlawful deductions from wages and for Defendants' failure to reimburse the necessary work related expenses incurred under Labor Code §§ 221, 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 §§ 221, 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);

(f) Failure to Provide Paid Sick Days and COVID-19 Supplemental Sick Leave: For Defendants' failure to provide Employees with all their required and earned sick days and all their COVID-19 supplemental sick leave in violation of Labor Code §§ 246, 248.1, 248.2, and the civil and statutory penalties available and applicable under Labor Code §§ 246, 248.1, 248.2, 248.5, 558, 1194.2, 1197.1, 1198, 1199, and 2699(f)(2), and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1); and



(g) All Other Alleged Violations of the Labor Code and IWC Wage Orders: For Labor Code § 2810.5, and any above-addressed violation of the applicable provisions of the Labor Code and 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 CSA and FOX, and any other named Defendants. 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.

Alvin B. Lindsay

a.lindsay@d.law

Jean H. Power

jean@d.law

Cc: Culinary Services of America Inc., Randy Hopp, Fox Studio Lot LLC, and CT Corporation System by Certified Mail

EXHIBIT 3

Alvarez Jr. v. Culinary Services of America, Inc.

Litigation Costs

Details	Provider	Service	Amount
LWDA - PAGA Letter	LWDA	5/17/24	\$ 75.00
PAGA Letter Postage	STAMPS.COM, INC	5/17/24	\$ 43.00
Summons & Complaint	Rapid Legal	5/21/24	\$ 1,493.71
Process of Service - Fox Studio Lot LLC	Rapid Legal	5/24/24	\$ 98.37
Process of Service - Culinary Services of America, Inc	Rapid Legal	6/3/24	\$ 98.37
Proof of Service	Rapid Legal	6/5/24	\$ 15.66
Notice of Posting Jury Fees	Rapid Legal	7/17/24	\$ 170.16
First Amended Complaint	Rapid Legal	7/24/24	\$ 15.66
Process of Service - Culinary Services of America, Inc	Rapid Legal	8/2/24	\$ 90.64
Proof of Service	Rapid Legal	8/5/24	\$ 15.66
Joint Initial Status Conference Statement (9.9.24)	Rapid Legal	9/3/24	\$ 15.66
Notice of Change of Address (Brand)	Rapid Legal	9/19/24	\$ 15.66
Notice of Disassociation of JH	Rapid Legal	2/24/25	\$ 17.25
Notice of Disassociation of JH #2	Rapid Legal	2/26/25	\$ 17.25
Mediation Fee	Serratore Law Mediation Services	3/17/25	\$ 14,000.00
Mediation Expert Analysis	Berger Consulting Group	4/16/25	\$ 11,570.00
Joint Stip to Cont CMC (5.22.25) & [P] Order	Rapid Legal	5/19/25	\$ 38.04
Joint Stip to Cont CMC (8.29.25) & [P] Order	Rapid Legal	8/25/25	\$ 38.04
Joint Stip to Cont CMC (12.5.25) & [P] Order; Ntc of Change of Address & Change in Handling Atty	Rapid Legal	12/1/25	\$ 38.04
Motion for Preliminary Approval	Rapid Legal	1/5/26	\$ 90.00
Motion for Final Approval	Rapid Legal		\$ 90.00
Notice of Entry of Final Order & Judgment	Rapid Legal		\$ 18.00

Total \$ 28,064.17

EXHIBIT 4