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Attorneys for Plaintiff, individually
and on behalf of all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE

JOAQUIN N. SALDIVAR TORRES, an
aggrieved employee on behalf of other
PAGA Employees,

Plaintiff,

vs.

GMRI, INC., a Florida Corporation; and
DOES 1 through 100, inclusive,

Defendant.

Case No. 30-2024-01434800-CU-OE-CXC

[ASSIGNED FOR ALL PURPOSES TO HON.
JUDGE WILLIAM D. CLASTER, DEPT. CX101]

**SUPPLEMENTAL DECLARATION OF
SHOHAM J. SOLOUKI IN SUPPORT OF
PLAINTIFF'S NOTICE OF MOTION AND
MOTION FOR APPROVAL OF PRIVATE
ATTORNEYS GENERAL ACT
SETTLEMENT**

Hearing Date: December 19, 2025
Time: 9 AM
Dept.: CX101
Reservation No.: 74659430

Action Filed: October 21, 2024

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2. This Supplemental Declaration is submitted in support of Plaintiff's Notice of Motion and Motion for Approval of Private Attorneys General Act Settlement.

3. Plaintiff Joaquin N. Saldivar Torres was employed as non-exempt employee by Defendant GMRI, Inc. (“Defendant”) during at least part of the full Settlement Period of June 6, 2017 to September 30, 2025 (“Settlement Period”). Plaintiff worked mainly as a food preparer at an Olive Garden restaurant in Huntington Beach, California. Plaintiff and Defendant are referred to collectively herein as the “Parties”.

5. On or about August 8, 2024 Plaintiff submitted a letter to the California Labor and Workforce Development Agency (“LWDA”) to notify the LWDA pursuant to the Private Attorneys General Act of 2004, Labor Code section 2698, et seq. (“PAGA”) of Plaintiff’s

1 intent to seek civil penalties under PAGA for violations of Labor Code.

2 6. On or about October 21, 2024 Plaintiff filed a representative PAGA complaint in
3 the Orange County superior Court (case no. 30-2024-01434800-CU-OE-CXC) alleging that he
4 and other aggrieved employees are owed PAGA penalties for violations of California Labor Code
5 Sections 200, 201, 202, 203, 204, 206.5, 210, 218.6, 225.5, 226, 226(a), 226(c), 226.2, 226.3,
6 226.7, 226.8, 227.3, 246, 403, 404, 432.5, 432.6, 432.6(a), 432.6(c), 510, 512, 512(a), 551,
7 552, 558, 1102.5, 1174, 1174(d), 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5,
8 1199, 2800, 2802, and 2802(a).

9 7. On or about May 8, 2025 Plaintiff submitted an amended letter to the LWDA to
10 notify the LWDA pursuant to PAGA of Plaintiff's intent to seek civil penalties under PAGA
11 for violations of Labor Code. This new notice added additional claims and Defendants.

12 8. On or about May 23, 2025, the Parties attended a full-day mediation before
13 esteemed mediator Scott Slater Markus, Esq. In preparation for mediation, the Parties exchanged
14 various documents and information including wage and hour policies used by Defendant during
15 the PAGA Period, time keeping and payroll information for Plaintiff, time keeping and payroll
16 information for PAGA Employees for the entire PAGA Period, and other information important
17 for mediation (i.e., workweek information for the PAGA Period, employee counts, total number of
18 current and former employees). During this process Plaintiff's Counsel analyzed, researched, and
19 investigated the potential issues, including matters related to the calculation of PAGA damages,
20 interviews of the named Plaintiff and many other PAGA Employees, potential trial management
21 issues, and appellate issues and risks. Plaintiff's engaged two consultants to assist in this matter: 1.
22 JT Calcs, and 2. IP Consulting. JT Calcs provided Plaintiff with statistical analysis of the time and
23 pay record sample data provided by Defendant. A true and correct copy of James Toney's ("JT")
24 CV is attached hereto as **Exhibit 1**. IP Consulting provided its services in producing a survey
25 questionnaire and a list of PAGA Employees' contact information for Plaintiff's survey drive.

26 9. Throughout the pendency of this litigation, the Parties exchanged various
27 documents and information that allowed both sides to evaluate the potential exposure and potential
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1 risk, such as a review of Defendant's relevant policies and procedures related to the claims alleged
2 in Plaintiff's Complaint (including multiple policy manuals for each of the different restaurants
3 owned by GMRI), and a sampling of time and pay records. During this process Plaintiff's Counsel
4 analyzed, researched, and investigated the potential issues, including matters related to the
5 calculation of PAGA damages, interviews of the named Plaintiff and other PAGA Employees,
6 potential trial management issues, and appellate issues and risks.

7 10. Defendant produced thousands of pages of documents, including: time keeping,
8 payroll, meal and rest period, dress code, and other wage-related policies for each of Defendant's
9 different restaurants in California; samples of its arbitration agreements, wage statements and
10 related policies; employee and manager training materials and handbooks; screenshots evidencing
11 its timekeeping acknowledgement and certification practices; and the time punch and payroll
12 records for a roughly 20% sampling of PAGA Employees. Defendant also produced information
13 important for mediation (i.e., workweek information, employee counts, and total number of current
14 and former employees for the PAGA Periods relevant to each of its restaurants). Additionally,
15 Defendant produced settlements in other actions that limited the PAGA claims for various
16 restaurants. Defendant also shared evidence specific to the claims asserted by Plaintiff and the
17 named plaintiffs in related actions, demonstrating that objective evidence indicated the claims had
18 no merit. Based on their review of these documents, Plaintiff's counsel concluded that Defendant's
19 policies and practices all appeared compliant with California law, and to the extent that there may
20 have been violations of the Labor Code, they were anecdotal and not systemic. Plaintiff's counsel
21 also concluded that Defendant had produced substantial evidence to support its contention that it
22 took all reasonable steps to comply with the law, that any violations that may have occurred would
23 have been de minimis, and consequently, that there was a strong likelihood that the Court would
24 substantially reduce any civil penalties under Labor Code § 2699(e)(1)-(2).

25 11. After a full-day of mediation, the Parties had not reached a settlement. Mediator
26 Scott Slater Markus, Esq. then made a mediator's proposal in an attempt to get the Parties to agree
27 on a settlement. The proposal originally was valid until May 30, 2025. By agreement of the Parties,
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1 this deadline was extended until June 4, 2025. Plaintiff and Plaintiff’s Counsel concluded—after
2 considering the sharply disputed factual and legal issues involved on the PAGA claims, the risks
3 attending further prosecution, delay if the Parties continued litigation of the PAGA claims, and the
4 benefits to be received pursuant to the compromise and settlement of the action—that settlement
5 was in the best interest of the representative Plaintiff, the LWDA, and the PAGA Employees and is
6 fair and reasonable and furthers the purpose of the PAGA to enforce the Labor Code. At all times
7 throughout the course of the litigation, Defendant denied the Plaintiff’s allegations and contended
8 that employees were properly and timely compensated for all hours worked, were provided all
9 required meal and rest breaks, were provided accurate itemized wage statements, and were timely
10 provided all wages due and owed in compliance with the Labor Code. Thus, the Parties both
11 accepted the mediator’s proposal of Three Million, Eight-Hundred-Eighty Thousand Dollars, and
12 Zero Cents (\$3,880,000.00) on June 4, 2025. This amounts to approximately \$0.99 cents per pay
13 period (3,920,845 total pay periods / \$3,880,000 settlement amount).

14 12. Now, the Parties have entered into a written long form agreement, the
15 Stipulation of Private Attorneys General Act Settlement and Release (the “Settlement” or
16 “Settlement Agreement”) that was submitted to this honorable Court attached to the
17 Declaration of Shoham J. Solouki on September 15, 2025.

18 13. As part of the agreement reached with the Settlement, on June 23, 2025
19 Plaintiff submitted a second amended letter to the LWDA to notify the LWDA pursuant to
20 PAGA of Plaintiff’s intent to seek civil penalties under PAGA for violations of Labor Code.
21 This new notice clarified the claims.

22 14. On September 4, 2025, after the requisite 65ⁱ day waiting period under PAGA
23 had expired, Plaintiff filed a First Amended Complaint to clarify the claims which will be
24 released as part of the Settlement Agreement.

25
26 ESCALATOR CLAUSE

27 15. Pursuant to paragraph 27 of the Settlement Agreement, Defendant would be
28

1 obligated to contribute additional money to the settlement if the total number of pay periods
2 covered by the settlement, i.e, the total number of pay periods worked by the PAGA
3 Employees through September 30, 2025, exceeded 4,312,930. Defendant has analyzed the
4 total pay periods worked by the PAGA Employees through September 30, 2025, and it
5 amounts to 4,223,001. Therefore, the escalator clause has not been triggered, and the total
6 amount Defendant must pay pursuant to the settlement remains \$3,880,000.

7
8 ADMINISTRATOR

9 16. On September 15, 2025, when the Parties submitted the Settlement Agreement
10 to the Court, the Parties anticipated having Apex Class Action LLC administer the settlement.

11 17. However, now the parties have since agreed to use Rust Consulting, Inc. to
12 administer the settlement.

13 18. Rust Consulting, Inc. has agreed to administer the settlement at the same cost
14 that Apex Class Action LLC had agreed to administer the settlement. A true and correct copy
15 of Rust's quote for administration and signed Information Security and Services Agreement
16 are attached hereto as **Exhibit 2**.

17
18 ATTORNEYS' FEES

19 19. Counsel seeks One Million Two Hundred Ninety-Three Thousand Three
20 Hundred Thirty-Three Dollars and Thirty-Three Cents (\$1,293,333.33), one-third of the Total
21 Settlement Amount, in fees for the time spent litigating this matter. Our firm has made every
22 effort to litigate this action in an efficient and cost-effective manner. Our firm has spent
23 approximately 947.8 hours on this matter.

24 20. In summary form, counsel's many tasks included the following: pre-filing
25 investigation, legal research, and research of Defendant and their operations; communicating with
26 clients regarding their responsibility in bringing the action, the facts of their case, their
27 employment, their work environment, their documents and Defendant's policies and procedures;
28

1 drafting pleadings and notices; drafting communications with the LWDA; reviewing Plaintiff and
2 other PAGA Employees files and determining liability and evaluating claim and defense
3 strengths and weaknesses; legal research of case law and wage orders regarding applicable claims
4 and defenses; engaging in discovery; meeting and conferring over directly relevant informal
5 discovery; evaluating Defendant's policies; communicating with PAGA Employees; determining
6 case strategy; communicating with Defendant's Counsel; evaluating data provided in informal
7 discovery; calculating PAGA damages; preparing for mediation; communicating with experts;
8 negotiating settlement and settlement documents; drafting multiple versions of long form
9 settlement agreements; communicating with the administrator and responding to administrator's
10 inquiries; preparing multiple versions of the motion for approval of PAGA settlement and
11 supporting documents; reviewing and responding to motions for intervention, ex parte
12 applications, and a motion to consolidate. All of the tasks and work performed were reasonable
13 and necessary to the prosecution of this case and justified, particularly in light of the result
14 achieved.

15 21. I have reviewed the records in this matter and during the time litigating this
16 matter, my firm has spent approximately 947.8 hours on this matter. Our unadjusted lodestar
17 for the hours spent on this case amounts to approximately \$758,240.00 ($947.8 \times \$800 =$
18 \$758,240).

19 22. The lodestar of \$758,240.00 is slightly under the attorney's fees requested of
20 \$1,293,333.33, thus counsel respectfully requests the court apply a modest multiplier of
21 approximately 1.70.

22 23. Given my experience and the focus of my practice, if we were to charge for this
23 type of work by the hour our rate would be \$800 per hour. A \$800 rate is warranted based on
24 me and my partner Grant Joseph Savoy's over 12 years of experience in a highly specialized
25 area of law and is in line with the Laffey Matrix. Having reviewed numerous declarations in
26 support of fee applications in California Courts, I also have knowledge of hourly rates
27 charged by other attorneys practicing in the field of employment law in California. Based on
28

1 that information, I believe that my rate and the rates of the attorneys in my firm are fully
2 consistent with the market rate for attorneys with comparable expertise, experience and
3 qualifications. Based on the information I have, I believe that the rates of our firm are
4 reasonable and appropriate fees for Los Angeles attorneys with comparable expertise,
5 experience, and qualifications.

6 24. The regular and customary practice at SSLLP is for all attorneys to maintain
7 contemporaneous time records setting forth the amount of time spent (rounded to the nearest
8 one-tenth of an hour) on each task in each case, with explanatory descriptions of each task
9 performed. My colleagues and I followed this practice throughout this litigation. During the
10 course of this litigation, SSLLP used time entry programs to record our billable time. At or
11 near the time the work was performed, individual billers' hours were inputted into these
12 programs, which recorded and stored the time as individual electronic entries, along with
13 detailed descriptions of the tasks performed. To calculate my firm's lodestar for this case, I
14 retrieved all of the attorney time records for this case. Using these computerized time records,
15 my office derived a summary of timekeeping activities of the attorneys working on this case.
16 A chart summarizing SSLLP's hours is as follows:

Name	Position	Hours	Hourly Rate	Lodestar
Shoham J. Solouki	Partner	668.7	\$800.00	\$534,960.00
Grant J. Savoy	Partner	279.1	\$800.00	\$223,280.00
Total Firm		947.8		\$758,240.00

21 25. A true and correct copy of full contemporaneous time keeping records is
22 attached hereto as **Exhibit 3**.

23 26. My office took this case on a contingent basis and has put a substantial amount
24 of time and energy into litigating this case, all while receiving no payment. The risk to my
25 office has been very significant, particularly if we would not be successful in pursuing this
26 class action. In that case, we would have been left with no compensation for all the time
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1 taken in litigating this case.

2 27. We also bear the risk of taking whatever actions are necessary if Defendants
3 fail to pay.

4 28. Because most individuals cannot afford to pay for representation in litigation on
5 an hourly basis, Solouki | Savoy, LLP represents virtually all of its employment law clients on
6 a contingency fee basis. Pursuant to this arrangement, we are not compensated for our time
7 unless we prevail at trial or successfully settle our clients' cases. Because the firm is taking
8 the risk that we will not be reimbursed for our time unless our client settles or wins his or her
9 case, we cannot afford to represent an individual employee on a contingency basis if, at the
10 end of our representation, all we are to receive is our regular hourly rate for services. It is
11 essential that we recover more than our regular hourly rate when we win if we are to remain
12 in practice so as to be able to continue representing other individuals in civil rights
13 employment disputes.

14 29. I am informed and believe that the efforts of Plaintiff's counsel have resulted in
15 substantial benefits to the PAGA Employees and the State of California, in the form of a
16 significant settlement fund established to compensate them in the form of monetary penalties.
17 I am informed and believe that, without the efforts of Plaintiff's counsel, the Labor Code and
18 wage order violations alleged in the complaint would have gone without remedy.

19
20 ATTORNEYS' COSTS

21 30. As of the date of this declaration, my firm has incurred actual costs in the
22 amount of \$20,708.31 in this action. These costs were reasonable and necessary to prosecute
23 this case to a successful conclusion. The following is a breakdown of my firm's costs incurred
24 to date:

Cost Description	Amount
Court Costs and Filing Fees	\$1,575.00
Attorney Service / Runner Expenses	\$432.50
Mediation Fees - Scott Slater Markus, Esq. on May 23, 2025	\$8,250.00

1	(Exhibit 4)	
2	Postage and Delivery	\$318.51
3	Reproduction and Copying Expenses (6,796 pages x .05 per page)	\$339.80
4	Expert Services - JT Calcs - Analysis of data for mediation on May 23, 2025 (Exhibit 5) (Reduced from \$6,500 estimate)	\$4,542.50
5	Expert Services - IP Consulting – Development of class list and interview script for employee call drive (Exhibit 6)	\$5,250.00
6	TOTAL:	\$20,708.31

31. The Settlement provides for reimbursement of reasonable litigation costs not to exceed \$40,000.00. The costs of Counsel to date total \$20,708.31, which is much lower than the capped amount under the Settlement.

LWDA

32. On November 24, 2025, this Supplemental Declaration and all other Documents filed with it were submitted to the LWDA in accordance with Labor Code § 2699(1)(2). A true and correct copy of a printout of the confirmation from the LWDA which indicates that the papers filed today with this Declaration in support of Plaintiff's Motion were submitted to the LWDA, and again giving them notice of the hearing on December 19, 2025, is attached hereto as **Exhibit 7**.

EXHIBITS

33. Attached as **Exhibit 1** to this declaration is a true and correct copy of the CV of statistical expert James Toney "JT" of JT Calcs.

34. Attached as **Exhibit 2** to this declaration is a true and correct copy of Rust's quote for administration, and the signed Information Security and Services Agreement.

35. Attached as **Exhibit 3** to this declaration is a true and correct copy of full contemporaneous time keeping records for this matter.

36. Attached as **Exhibit 4** to this declaration is a true and correct copy of the invoice for mediation fees from Scott Slater Markus, Esq.

EXHIBIT “1”



31 CHATEL DR
LITTLE ROCK, AR 72223
501-366-4164
JT@JTCalcs.com

JAMES TONEY “JT”

Background

My consulting services for the last 20 plus years have centered in the area of class actions, including wage and hour and disability discrimination lawsuits. In addition to class actions, I have also provided analysis for a number of individual matters. In 2016 JTCalcs was incorporated in Arkansas, and I serve as the principal for this corporation. I have performed analysis for wage and hour lawsuits in more than 2,100 matters and have given deposition or trial testimony on over thirty occasions in the last three years. Data has been provided in numerous formats and for multiple business types – retail, entertainment, warehouse, construction, transportation and medical services.

Education

Master of Business Administration Chapman University Orange, California	December 1994
Bachelor of Science in Business / Accounting California State University, Long Beach Long Beach, California	December 1988

Scope of Work

Consulting activities for wage and hour class actions include:

- Initial payroll data review - testing for completeness, trends, reasonability (examples – workweeks vs. store counts, turnover rates, salary trends)
- Calculation of FTE (full time equivalents) for damage exposure calculations
- Analysis of pay records in connection with legal requirements.
- Analysis of time punch data with focus on rounding and off-clock issues
- Preparation of damage calculations based on multiple scenarios.
- Damages split by category – visibility of wages, interest, and penalties
- Mediation support – adjust calculations / variables “real time” in order to facilitate settlement discussions.
- Calculation of settlement share/member
- Expert Witness testimony

Case Experience (partial list)

Vaquero v. Ashley Furniture Industries Inc.
Bright v. Glendale Adventist Medical Center
John v. Caesars Palace
Lopez v. InTouch Mobile Inc.
Wetzlich v. Shark Ninja
Adams, et al v. Blockbuster Inc.
Kevin Joel, et al v. Athlete’s Foot Group Inc.

Fink v. Commercial Fire Protection
Rose v. Rabobank National Association
Castaneda v. San Gabriel Transit Inc
Bart v. Parkview Community Hospital
Hernandez v. PJ Las Vegas LLC
Barry, et al v. Cost Plus
Ware, et al v. McKesson Water Products Co. (Sparkletts)

Case Experience (partial list - continued)

Tett, et al v. Kragen Auto	Cruz, et al v. Suntory Water (Hinckley & Schmitt)
Parks, et al v. Eastwood Insurance	Tomlinson, et al v. IndyMac Bank
Lasko-Hoellinger, et al v. UHS	Mutuc, et al v. Huntington Memorial Hospital
St. Croix v. Cedar Fair	Corona v. HOAG Memorial Hospital
York v. CHOC	Nesbit v. ProCare Nurses LLC
Burton v. 24 Hour Fitness USA	Lopez/Arias v. Citrus Valley Health Partners
Hernandez v. Ruby's Diner Restaurants	Duran v. Big5
Penny v. San Dimas Community Hospital	Casanova v. Iron Mountain
Castillo v. Long Beach Memorial Hospital	Mina v. Amazon.com
Aaron v. Wendy's of Las Vegas Inc.	Ridgeway v. Nabors Completion & Production Svcs
Martinez v. SoCal Landscape	Bran v. International Forklift
Figuroa v. Smith Delivery Services	Spears v. Health Net of California
Ceja v. Davis Development Company	Walden v. The State of Nevada – Dept of Corrections
Garcia v. HD Supply	Tatum v. FS Holdings
Trevethan v. Big Orange	Robbins v Phillips 66 Company
Troester v. Starbucks	Chavez v. Texas De Brazil
Antezano v. Fossil	Alcala v. Laurus College

Related Employment

The Boeing Company Anaheim, California

Manager, General Accounting – responsible for the direct supervision of accounting related (Overhead Distribution, Labor Control, Financial Statements, Payroll and Timekeeping). Additional position responsibilities included: oversight of monthly / annual closing schedules and process, setting of overhead rates and liaison with Information Systems on system maintenance and upgrades

Rockwell International Corporation Anaheim, California

Manager, Payroll – The department was responsible for all payroll activities and benefit distribution for active employees. The division population consisted of 4,000 employees (both union and non-union) with a majority in California but a presence in 9 additional states.

The Capital Group Companies Brea, California

Supervisor, Corporate Finance & Accounting – supervise the group responsible for the monthly consolidated financial statements and facilitate the external year end audit process. In addition, this group prepared corporate allocations, charitable foundation financials, share price, and tracking of investment activities.

EXHIBIT “2”



Settlement Administration Estimate
Darden PAGA/Class
September 15, 2025

Prepared by: **Eric Bisop**
Senior Vice President
612-68-1752
ebisop@rustconsulting.com

EXPERIENCE

With experience on approximately 4,000 labor and employment cases, we are the nation's largest labor and employment settlement administrator. We have managed employment settlements with class sizes ranging from dozens to multi-million class members. In fact, we've been trusted to administer many of the nation's largest settlements, including the nation's top wage and hour cases in recent years.

DATA SECURITY

Our internal data security practices meet or exceed today's exacting industry standards. Our enterprise-class data security measures are founded on standard business processes including a vigorous employee screening program, ongoing employee security training and a hardened production data center hosted at a Tier 1 network carrier, all designed for ensuring data integrity and security.

DEDICATED SPECIALISTS

Our labor and employment case team is strictly dedicated to managing settlement administration for cases involving matters such as wage and hour, FLSA, discrimination and ERISA. They're specialists, not generalists, with an industry reputation for responsiveness and expertise in relevant areas such as the applicable banking and tax regulations. We are confident that Rust is the best choice for the administration of your settlement.

Project Summary

Estimated Class Size 70,000

Project Cost

Mailed Notice & Fund Distribution	\$ 117,636
Telephone Support	\$ 0
Website	\$ 285
Processing and Administration	\$ 1,200
Project Management	\$ 26,925
Other Out-of-pocket Expenses	\$ 2,544
Total Project Cost	<u>\$ 148,590</u>

Key Assumptions

**Spanish Translation NOT Included
Notice & Checks Sent Together
Telephone Support NOT Included
Post Docs on Rust Static Website
Payments Not Reportable (all <\$600)**

Thank you for considering Rust Consulting, Inc. as your administrator -- We appreciate the opportunity to submit this estimate.



**Settlement Administration Estimate
Darden PAGA/Class
September 15, 2025**

**Prepared by: Eric Bisop
Senior Vice President
612-688-1752
ebis@rustconsulting.com**

Key Assumptions Used to Prepare this Estimate

Class Size	70,000	
Initial Mailed Notice:		
Mailed Notice	70,000	100.0%
Forwarded Notices	1,750	2.5%
Undeliverable Notices	10,500	15.0%
Re-Mailed Notices after Trace	8,400	80.0%
Telephone Support:		
Number of Telephone Contacts	0	0.0%
Connect Minutes per Call (CSRs)	0	
Correspondence Received	175	0.3%
Payments	70,000	100.0%

Standard Hourly Rates

SVP	\$175-\$275
Program Manager	\$160-\$180
Project Manager	\$100-\$140
Technical Consultant	\$110-\$180
Call Center Manager	\$125
CSR	\$ 43-\$ 50
Processor	\$ 43-\$ 50
Other	\$ 43-\$125

**Subject to change*

Additional Administration Assumptions Used to Prepare this Estimate:

Database Development: Receive and Process Database assumes that the data provided is complete with respect to the data components needed to mail and calculate settlement payments. Data that includes multiple records for individuals or work history that needs to be accumulated and totaled by individual generally requires additional efforts to bring to a point where it is final settlement data. These additional efforts can take a significant amount of time and should be considered when setting key settlement dates, especially the mailed notice deadline. Data must be provided in a complete, consistent, standardized electronic format. Rust's standard format is tab delimited text file with field headers, but without text qualifiers. Other formats may be accepted at Rust's discretion. Resources used to enhance or further develop non-standardized data will be billed on a time and materials basis according to Rust's Current Standard Hourly Rates.

CASS/NCOA/LACS: CASS (Coding Accuracy Support System); NCOA (National Change of Address); LACS (Locatable Address Conversion System).

Notice Package: Print and Mail per unit price is estimated. Actual prices will be provided after form is finalized prior to mailing.

Telephone Support NOT included.

Processing & Administration: Receipt and Process Forms includes open, date stamp, label and data capture a 1-page form with up to five fields.

Project Management: Project Management fees are estimated and will be billed on actual time expended based on the rates found in the Current Standard Hourly Rates section above. The rates included in the estimate are a blended estimate of the rates listed above.

Out of Pocket Expenses: Includes post office box rental, overnight shipments, postage, labels, travel, long distance and other miscellaneous charges and expenses.

Pricing good for 90 days.



Settlement Administration Estimate
Darden PAGA/Class
September 15, 2025

Prepared by: **Eric Bisop**
Senior Vice President
612-68-1752
ebisop@rustconsulting.com

Administrative Task	Estimated Quantity		Per Unit	Task Amount	Total
Database Development					
Receive and Process Database	12.0	Hours	\$ 175	\$ 2,100	\$ 2,100
Additional Efforts to Finalize Settlement Data				As Incurred	
Initial Mailed Notice & Payment					
CASS / NCOA / LACS Processing				\$ 1,250	
Spanish Translation				NA	
Print and Mail Notice & Check Package	70,000	Packages	\$ 0.26	\$ 18,200	
Postage 1 Ounce First Class	70,000	Packages	\$ 0.66	\$ 46,200	
Check Processing	70,000	Payments	\$ 0.20	\$ 14,000	
FDIC Charges				\$ 1,200	
Monthly Bank Account Fee	7	Months	\$ 250	\$ 1,750	\$ 82,600
Follow-up to Initial Notice					
Receive Undeliverable Notices and Update Database	10,500	Notices	\$ 0.45	\$ 4,725	
Address Trace	10,500	Traces	\$ 1.25	\$ 13,125	
Remail Notice & Check Package	10,150	Notices	\$ 0.50	\$ 5,075	
Remail Postage 1 Ounce First Class	10,150	Notices	\$ 0.74	\$ 7,511	\$ 30,436
Telephone Support					
Telephone Support		Calls	\$ 4.00	\$	
800# Charges		Minutes	\$ 0.12	\$	\$
Website					
Post Docs on a Page within Rust's Static Website	3	Hours	\$ 185	\$ 185	
Monthly Hosting	6	Months	\$ 100	\$ 100	\$ 285
Processing and Administration					
Receipt, Process, and Validate Correspondence	10	Hours	\$ 120	\$ 1,200	
Setup and Monitor Email Account				NA	\$ 1,200
Additional Administrative Services Requested by Client				As Incurred	
Tax Reporting					
Annual Fee Qualified Settlement Fund	1	Year	\$ 2,500	\$ 2,500	\$ 2,500
NO Individual Tax Reporting (all Payments \$600)				NA	
Project Management					
Senior Vice President	1	Hours	\$ 200	Waived	
Project Management	125	Hours	\$ 185	\$ 23,125	
Technical Consulting	20	Hours	\$ 190	\$ 3,800	\$ 26,925
Other Charges and Out-of-pocket Costs					
					\$ 2,544
Total Settlement Administration Estimate					\$ 148,500



Settlement Administration Estimate
Darden PAGA/Class
September 15, 2025

Prepared by:
Eric Bisop
Senior Vice President
612-68-1752
ebis@rustconsulting.com

Terms and Conditions

All claims administration services to be provided by Rust Consulting to Customer shall be subject to the following terms and conditions:

1. **Services.** Subject to the terms hereof, Rust Consulting agrees to provide the Customer with claims administration services (hereinafter, "Claims Services") as specified in the Proposal provided to Customer to which these Terms and Conditions are attached.
2. **Term.** The terms of this agreement will remain in effect until completion of the Claims Services, unless earlier terminated in accordance with Section 10 hereof.
3. **Charges for Services.** Charges to the Customer for Claims Services shall be on a time and materials basis at our prevailing rates, as the same may change from time to time. Any fee estimates set forth in the proposal are estimates only, based on information provided by Customer to Rust Consulting. Actual fees charged by Rust Consulting to Customer may be greater or less than such estimate, and Customer shall be responsible for the payment of all such charges and expenses in accordance with Section 4 hereof. Furthermore, Customer will be responsible for payment of all state and local sales and use taxes, if any, levied upon the charges payable by the Customer hereunder. Charges incurred related to resolving post distribution withholdings and related corrective files due to voids and reissues of payments and related correspondence with state and federal taxing authorities will not be charged to the Customer to the extent that funds are received from the taxing authorities offset these charges. Rust Consulting may derive financial benefits from financial institutions in connection with the deposit and investment of settlement funds with such institutions, including without limitation, discounts on eligible banking services and fees, and loans at favorable rates.
4. **Payment of Charges.** Payment by Customer of Rust Consulting's monthly invoices shall be due upon receipt thereof. Amounts unpaid after thirty (30) days are subject to a service charge at the rate of 1.5% per month or, if less, the highest rate permitted by law. Decisions of the court and actions of the parties, including disapproval or withdrawal of a settlement, do not affect the Customer's liability to Rust Consulting for payment of Claims Services. Claims Services are not provided on a contingency fee basis.
5. **Confidentiality.** Rust Consulting agrees to implement and maintain reasonable and appropriate security measures and safeguards to protect the security and confidentiality of Customer data provided to Rust Consulting by Customer in connection herewith. Should Rust Consulting ever be notified of any judicial order or other proceedings in which a third party seeks to obtain access to the confidential data created by or for the Customer, Rust Consulting will promptly notify the Customer, unless prohibited by applicable law. The Customer shall have the option to (1) provide legal representation at the Customer's expense to avoid such access or (2) promptly reimburse Rust Consulting for any of its costs, including attorneys' fees, reasonably incurred in avoiding, attempting to avoid or providing such access and not paid by the entity seeking the data. If Rust Consulting is required, pursuant to a court order, to produce documents, disclose data, or otherwise act in contravention of the obligations imposed by this Agreement, or otherwise, with respect to maintaining the confidentiality, proprietary nature and secrecy of the produced documents or disclosed data, Rust Consulting will not be liable for breach of said obligation.
6. **Standard Banking Procedures.** In accordance with Rust Consulting's standard banking procedures, Rust Consulting will establish a demand deposit checking account (i.e. non-interest bearing) for funds received related to a distribution, unless directed otherwise in writing by the parties or unless the settlement agreement stipulates otherwise. When directed to invest funds in an interest bearing or investment accounts, Rust Consulting intends to invest all funds in U.S. government backed securities, unless directed by the parties in writing or the settlement agreement or distribution plan to invest in other types of securities; however, even in cases where funds are temporarily placed in interest bearing or investment accounts, funds will eventually be migrated to a demand deposit checking account prior to a fund distribution.
7. **Rights in Data.** Rust Consulting does not convey nor does the Customer obtain any right in the programs, system data, or materials utilized or provided by Rust Consulting in the ordinary course of business in the performance of this Agreement.
8. **Document Retention.** Unless directed otherwise in writing by Customer, Rust Consulting will destroy undeliverable notice mail on the effective date of the settlement or the date that the disposition of the case is no longer subject to appeal or review, whichever is later. Rust will maintain claim forms and other correspondence for one year after final distribution of funds or benefits, or until the date that the disposition of the case is no longer subject to appeal or review, whichever is later. Rust Consulting will retain all bank and tax documents for such period of time as it determines is required to maintain compliance with various federal and state requirements.
9. **Limitation of Liability; Disclaimer of Warranty.** Rust Consulting warrants that our services will be performed with reasonable care in a diligent and competent matter. Our sole obligation will be to correct any non-conformance with this warranty. Rust Consulting shall not be liable, whether under theories of contract, negligence or other tort, statutory duty or other theories of liability in an amount exceeding the total charges to the Customer for the specific work affected by the error or omission. Rust Consulting will not be liable for any incidental, special, indirect, consequential or exemplary damages of any kind; or for any lost profits, lost opportunities, business interruption or for any liability incurred by the Customer or others to any third party. THE WARRANTIES SET FORTH HEREIN ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR USE FOR PARTICULAR PURPOSE.
10. **Termination.** The Claims Services to be provided under this Agreement may be terminated, at will by the Customer upon at least 30 calendar days' prior written notice to Rust Consulting. The Customer's obligation to pay for services or projects in progress at the time of notice of withdrawal shall continue throughout that 30 day period. Rust Consulting may terminate this Agreement (i) with 10 calendar days' prior written notice, if the Customer is not current in payment of charges or (ii) in any event, upon at least 3 months' prior written notice to the Customer.
11. **Notice.** Any notice required or permitted hereunder shall be in writing and shall be delivered personally, by, or sent by registered mail, postage prepaid, or overnight courier service to the responsible officer or principal of Rust Consulting or the Customer, as applicable, and shall be deemed given when so delivered personally, or, if mailed, five days after the date of deposit in United States mail, or, if sent by courier, one business day after delivery to such courier service.
12. **Force Majeure.** To the extent performance by Rust Consulting of any of its obligations hereunder is substantially prevented by reason of any act of God or by reason of any other matter beyond Rust Consulting's reasonable control, then such performance shall be excused and this Agreement, at Rust Consulting's option, be deemed suspended during the continuation of such condition and for a reasonable time thereafter.
13. **Nonwaiver of Rights.** No failure or delay on the part of a party in exercising any right hereunder will operate as a waiver of, or impair, any such right. No single or partial exercise of any such right will preclude any other or further exercise thereof or the exercise of any other right. No waiver of any such right will be effective unless given in a signed writing.
14. **Jurisdiction.** The parties hereto irrevocably and unconditionally submit to the jurisdiction of the Court of the applicable case for purposes of any suit, action or proceeding to enforce any provision of, or based on any right arising out of, this Agreement. The parties hereto hereby irrevocably and unconditionally waive any objection to the laying of venue of any such suit, action or proceeding in the Court.
15. **Survival.** All accrued payment obligations hereunder, any remedies for breach of this Agreement, this Section and the following Sections will survive any expiration or termination of this Agreement: Section 7 (Rights in Data); Section 5 (Confidentiality); Section 9 (Limitation of Liability; Disclaimer of Warranty); and Section 14 (Jurisdiction).
16. **Entire Agreement.** These Terms and Conditions and the proposal embody the entire agreement between the parties with respect to the subject matter hereof, and cancels and supersedes all prior negotiations, representations, and agreements related thereto, either written or oral, except to the extent they are expressly incorporated herein. No changes in, additions to, or waivers of, the terms and conditions set forth herein will be binding upon any party, unless approved in writing by such party's authorized representative.

INFORMATION SECURITY AND SERVICES AGREEMENT

This Information Security and Services Agreement ("**Agreement**"), effective as of June 23, 2025 ("**Effective Date**") is entered into by GMRI, Inc. ("**GMRI**"), with offices at 1000 Darden Center Drive, Orlando, FL 32837, and Rust Consulting, Inc., with a principal business address at 920 Second Ave. S, Suite 400 Minneapolis, Minnesota 55402 ("**Settlement Administrator**") (together, the "**Parties**").

RECITALS

GMRI desires to have Settlement Administrator provide certain settlement administration services in accordance with the terms of the settlement agreement and the anticipated court order(s) approving the settlement in the litigation titled *Joaquin N. Saldivar Torres v. GMRI, Inc.*, pending in the Superior Court of the State of California for the County of Orange, Case No. 30-2024-01434800-CU-OE-NJC (the "**Action**"); and

Settlement Administrator desires to provide such Services to GMRI in exchange for payment of settlement administration costs not to exceed \$148,590.00, to be paid out of the Total Settlement Amount for the settlement of the Action, and subject to the Court's approval in the Action.

NOW, THEREFORE, based upon the mutual promises and terms and conditions set forth below, the Parties agree that Settlement Administrator will render all settlement administration services in the Action pursuant to the following information security provisions:

DEFINITIONS

"**Affiliate**" means any entity that controls, is controlled by, or is under common control with a Party. For purposes of this definition, "control" shall mean at least fifty percent (50%) of the capital, assets, voting stock, profits, interests, or similar participation rights are owned or controlled, directly or indirectly, by an entity under this definition.

"**Claim(s)**" means any and all (1) claims, causes of action, demands, lawsuits, or proceedings, and (2) losses, damages, costs (including reasonable fees of attorneys and other professionals), or liabilities of any kind (including any fine, penalty, judgment or order issued by a governmental, regulatory, or judicial body).

"**Confidential Information**" means information, in any format, that GMRI designates as confidential or that reasonably should be understood to be confidential, proprietary, or a trade secret given the nature and circumstances of its disclosure. Confidential Information includes, but is not limited to, business plans, litigation or lawsuit related information, business processes, costs, pricing, profits, compensation, financial information, and the PAGA Employee List and Personal Information, as those terms are defined herein. Any material derived from the Confidential Information is confidential and remains the property of GMRI. The PAGA Employee List and Personal Information are Confidential Information, regardless of whether either is designated as confidential or reasonably understood to be confidential.

"**GMRI**" means GMRI, Inc. and/or its Affiliates as applicable.

"**PAGA Employee List**" is a subset of Confidential Information (defined above) and means information regarding PAGA Employees that GMRI will compile in good faith from its records and provide to the Settlement Administrator. The PAGA Employee List shall be provided in a confidential Microsoft Excel spreadsheet and shall include each PAGA Employee's: full name, most recent mailing address, and social security number on file with GMRI; and the number of pay periods worked for GMRI in the State of California in a non-exempt position at an Olive Garden restaurant at any time between June 6, 2017, and September 30, 2025; Yard House restaurant between June 14, 2022, and September 30, 2025; Eddie V's Prime Seafood Restaurant, Seasons 52, The Capital Grille, or LongHorn Steakhouse restaurant between November

INFORMATION SECURITY AND SERVICES AGREEMENT

6, 2019, through September 30, 2025; or Ruth's Chris Steak House restaurant at any time between October 9, 2024, and September 30, 2025.

"PAGA Employees" means Plaintiff and all other individuals who worked for GMRI in the State of California in a non-exempt position at an Olive Garden restaurant at any time between June 6, 2017, and September 30, 2025; Yard House restaurant between June 14, 2022, and September 30, 2025; Eddie V's Prime Seafood Restaurant, Seasons 52, The Capital Grille, or LongHorn Steakhouse restaurant between November 6, 2019, through September 30, 2025; or Ruth's Chris Steak House restaurant at any time between October 9, 2024, and September 30, 2025, based on GMRI's records.

"Personal Information" is a subset of Confidential Information and means all data that identifies or can be used to identify, relates to, describes, or is capable of being directly or indirectly linked or associated with a particular natural person, household, or device used by a natural person, such as name, address, telephone number, email address, credit card, debit card, or financial account number, medical records, driver's license, social security number, marital status, ethnicity, age, photograph, customer identification number, dates of employment, device identifier, IP address, location information, or information gathered from online data collection technologies (e.g., cookies, tags, or beacons).

"Personnel" means Settlement Administrator's employees, agents, attorneys, or approved independent contractors, who are required to perform Services under this Agreement.

"Plaintiff" means Joaquin N. Saldivar Torres.

"Services" means any task to be performed by Settlement Administrator in connection with administering the settlement of the Action pursuant to the Plaintiff's and GMRI's settlement agreement and applicable court order(s).

AGREEMENT

1. CONFIDENTIALITY AND NONDISCLOSURE.

1.1. Confidentiality.

The Parties agree any disclosure of Confidential Information under this Agreement will be governed by the following terms:

- a) Settlement Administrator shall:
 - (i) not disclose Confidential Information to any third party without GMRI's prior written consent, except as expressly set forth in Section 1.1(c);
 - (ii) take security precautions meeting or exceeding industry standards of care for the protection of Confidential Information and in accordance with all applicable privacy and security laws and regulations; and
 - (iii) not use Confidential Information in any manner to GMRI's detriment; and only use Confidential Information to the extent necessary to provide the Services to GMRI (information aggregated or derived from Confidential Information shall not be used for the benefit of any third party).
- b) Settlement Administrator acknowledges that it may receive material, non-public information required to be kept confidential under the Securities Exchange Act of 1934. Settlement Administrator acknowledges that failure to keep such information confidential or otherwise using such information for personal gain may result in insider trading liability on the part of Settlement Administrator and any employees involved in the unlawful disclosure or use of such information.

INFORMATION SECURITY AND SERVICES AGREEMENT

c) Settlement Administrator may disclose Confidential Information only:

- (i) To Personnel on a need to know basis and only in relation to performing the Settlement Administrator's duties under this or a future agreement between the Parties to this Agreement. Such Personnel are subject to the confidentiality duties and obligations contained in this Agreement.
 - (ii) If Settlement Administrator is required to disclose Confidential Information by law or court order, Settlement Administrator must give GMRI prior written notice (to the extent legally permitted) and reasonable assistance to allow GMRI the opportunity to seek a protective order. In the event that a protective order or other remedy is not obtained, or that GMRI waives compliance with these provisions, the Settlement Administrator agrees to furnish only that portion of the Confidential Information which the Settlement Administrator is legally required to furnish and will exercise its best efforts to obtain assurances that any Confidential Information disclosed will be treated as confidential.
 - (iii) No other individuals or third parties should be provided with access to Confidential Information without GMRI's prior written and signed consent that expressly references this Agreement. Settlement Administrator is responsible for its Personnel, including any acts and omissions that violate requirements in this Agreement. Settlement Administrator shall only use Confidential Information to the extent necessary to provide the Services to GMRI; Confidential Information (including information aggregated or derived from Confidential Information) shall not be used for the benefit of any third party.
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- d) Settlement Administrator represents and warrants that its processing, storage, and transmission of Confidential Information does and will comply with all applicable federal and state privacy and data protection laws, all other applicable regulations and directives, and the terms of this Agreement. Settlement Administrator certifies that it understands its obligations under the California Consumer Privacy Act as a service provider to GMRI, and agrees that it will not: sell Confidential Information; retain, disclose, or use Confidential Information for any purpose other than providing the Services to GMRI as set forth in this Agreement and in accordance with the anticipated court order approving the settlement in the Actions; or retain or use Confidential Information outside of this direct business relationship between Settlement Administrator and GMRI. At GMRI's request, Settlement Administrator will delete from its records any Confidential Information that was provided or collected by GMRI or on its behalf.

1.2 *No License; Warranty.*

- a) All Confidential Information is and shall remain the property of GMRI. Nothing in this Agreement is intended to grant any express or implied right to Settlement Administrator under any patents, copyrights, trademarks, or trade secret information except as otherwise provided in this Agreement.
- b) All Confidential Information shared between the Parties is provided "AS-IS" without warranty of any kind, and nothing in this Agreement shall be interpreted as a representation or warranty as to the accuracy, completeness, or validity of any such information.

1.3 *Publicity.*

Settlement Administrator shall not publicize its business relationship with GMRI without the prior written authorization of an officer of GMRI. Settlement Administrator agrees not to use any trade name, trademark, service mark or logo, or any other information that identifies GMRI in its sales, marketing, or publicity activities and/or materials. Media releases or publications of any kind, and interviews with representatives of any written publication, radio, or television station or network, or Internet site or outlet are included within the foregoing prohibition.

INFORMATION SECURITY AND SERVICES AGREEMENT

1.4 *Consumer Rights Requests.*

If a current and/or former GMRI employee contacts the Settlement Administrator with a request to provide a copy of or delete his or her Confidential Information ("**Consumer Rights Request**"), Settlement Administrator shall take the following steps:

- a) Settlement Administrator shall notify GMRI in writing within five (5) calendar days of the Consumer Rights Request by providing GMRI with a copy of the Consumer Rights Request by sending it by email to pjones@darden.com and privacy2@darden.com, with copies to julie.dunne@us.dlapiper.com, stephen.taeusch@us.dlapiper.com, and joseph.kim@us.dlapiper.com. Settlement Administrator shall also promptly provide GMRI with any subsequent communications relating to the Consumer Rights Request.
- b) The Settlement Administrator shall respond to the Consumer Rights Request in writing or electronically to state that the request will not be acted upon because Settlement Administrator is a service provider and that the Consumer Rights Request must be submitted directly to GMRI. Settlement Administrator shall not otherwise communicate with any current and/or former GMRI employee regarding his or her Consumer Rights Request unless directed by GMRI.
- c) If GMRI has an obligation under the Consumer Rights Request, promptly upon GMRI's request, Settlement Administrator shall cooperate with GMRI and provide a copy of or delete the current and/or former GMRI employees' Confidential Information as requested.

2. **INFORMATION SECURITY.**

2.1. *Safeguards.*

Settlement Administrator represents and warrants that it has, and will maintain for the term of this Agreement and for as long as it accesses, processes, stores, or transmits Confidential Information, a comprehensive information security program (the "**Security Program**") that complies with applicable law and industry best practices. The Security Program shall apply to all locations, systems, devices and equipment used by Settlement Administrator (or any vendors, subcontractors, or third parties retained by Settlement Administrator) to access, process, store, or transmit Confidential Information ("**Settlement Administrator Systems**"), and it shall include physical, administrative, and technical security controls that prevent unauthorized access to, disclosure of, loss of, or use of the Settlement Administrator Systems and the Confidential Information that those Settlement Administrator Systems process, store, or transmit ("**Safeguards**"). Settlement Administrator shall regularly test and monitor the effectiveness of its Safeguards. At a minimum, and without limiting Settlement Administrator's obligations in this Section 2.1, the Safeguards shall: (i) encrypt all Confidential Information in transmission and at rest; (ii) prevent the storage or transmission of Confidential Information on portable or mobile devices or media; (iii) use role-based access controls to restrict access to Confidential Information to Personnel, and promptly revoke access for any Personnel whose job duties change such that they no longer need access to Confidential Information; (iv) secure all Settlement Administrator Systems according to an industry standard; (v) physically or logically segregate Confidential Information from information of Settlement Administrator or its other customers so that Confidential Information is not commingled with other types of information; (vi) deploy and maintain malware protection to detect, remove, and protect against malicious software or activity on all Settlement Administrator Systems; (vii) configure Settlement Administrator Systems to maintain sufficient audit logging to enable forensic analysis, including logging of successful and failed security events, connectivity to services and sessions, and modification to user and configuration settings; (viii) establish and maintain a patch and vulnerability management process for Settlement Administrator Systems that timely deploys security patches and addresses vulnerabilities; (ix) address all of the Center for Internet Security Critical

INFORMATION SECURITY AND SERVICES AGREEMENT

Security Controls as updated from time to time or an equivalent industry standard security control framework; (x) prevent Confidential Information from being used in any development, test, quality assurance, or other non-production environment; (xi) keep Confidential Information within the territory and subject to the laws of the United States of America (unless GMRI provides prior written and signed consent that expressly references this Agreement); (xii) include appropriate Personnel security precautions, such as background checks; and (xiii) keep any and all GMRI provided equipment in a secure location with appropriate physical security controls to restrict access to Personnel. Settlement Administrator shall also train all Personnel with access to Confidential Information on appropriate privacy and information security practices and procedures.

2.2. *Assessments.*

Settlement Administrator shall obtain an annual audit or assessment of the Safeguards which shall be conducted by an independent third party. GMRI shall be promptly notified of any material vulnerabilities that the audit or assessment identifies, and the results of this audit or assessment shall be shared with GMRI upon request. Settlement Administrator shall promptly correct all vulnerabilities that the audit or assessment identifies with respect to the Safeguards. GMRI shall also have the right, at its expense, to conduct (or have a third party conduct) an audit, assessment, examination, or review of Settlement Administrator's Safeguards and compliance with this Section 2 upon written request. Settlement Administrator shall fully cooperate with such request by providing access to knowledgeable personnel, Settlement Administrator Systems, documentation, and other reasonably requested information. Upon request from GMRI, Settlement Administrator shall promptly and accurately complete any privacy or information security questionnaires or interviews requested by GMRI regarding Settlement Administrator's practices with respect to Confidential Information and Settlement Administrator Systems.

2.3. *Security Breaches.*

In the event that any Settlement Administrator Systems or Confidential Information that the Settlement Administrator Systems or the Settlement Administrator processes, stores, or transmits are subject to any suspected or actual unauthorized access, use, or disclosure (a "**Security Breach**"), Settlement Administrator shall immediately notify GMRI by email to pjones@darden.com and privacy2@darden.com, with copies to julie.dunne@us.dlapiper.com, stephen.taeusch@us.dlapiper.com, and joseph.kim@us.dlapiper.com. In no event shall Settlement Administrator take more than twenty-four (24) hours to notify GMRI of a confirmed Security Breach. Settlement Administrator will, at its own expense, promptly investigate the cause and scope of the Security Breach, and preserve relevant evidence in a forensically sound manner (e.g., logs, files, records). Settlement Administrator will cooperate at its own expense in every reasonable way to help GMRI mitigate potential misuse or further unauthorized use or disclosure of Confidential Information involved in the Security Breach; such cooperation will include, without limitation, providing GMRI with access to Settlement Administrator Systems affected, facilitating interviews with Settlement Administrator Personnel with relevant knowledge, and making available all relevant evidence (e.g., logs, files, records). Settlement Administrator shall provide GMRI with a point of contact who shall be able to assist GMRI in responding to and mitigating the effects of the Security Breach twenty-four (24) hours a day, seven (7) days a week. If requested by GMRI, Settlement Administrator shall be responsible for providing notification to individuals whose Confidential Information was involved in the Security Breach, as well as to regulators, government authorities, consumer reporting agencies, and media; Settlement Administrator shall not provide any such notifications unless the contents of the communications are reviewed and approved by GMRI. Settlement Administrator shall be solely responsible for all costs and expenses associated with investigating, notifying, mitigating the effects of (including, without limitation, by providing credit monitoring to), and remediating any Security Breach.

INFORMATION SECURITY AND SERVICES AGREEMENT

2.4. *Return and Destruction.*

Upon termination of this Agreement or upon the 5th year from the Effective Date of this Agreement, Settlement Administrator shall, at GMRI's election, return or securely destroy all Confidential Information that has been provided to or obtained by Settlement Administrator in a manner that prevents any Confidential Information from being recovered. Before disposing of or relinquishing control of such hard drives or other equipment Settlement Administrator shall also erase all hard drives and other equipment used to process, store, or transmit Confidential Information in a manner that prevents recovery or restoration of such Confidential Information. Upon request of GMRI, Settlement Administrator shall certify in writing that it has met its obligations under this Section 2.4.

3. PERSONNEL.

3.1. *Background Investigation.*

Before assigning any Personnel to provide Services, Settlement Administrator will conduct, at its sole expense, a comprehensive consumer report to determine suitability for the assignment. Background investigation must be completed prior to the assignment date and include, but not be limited to: (i) a lawful consumer report; and (ii) local, county, and federal criminal records for the maximum number of years allowed by applicable local, state, and federal laws. The consumer report must be conducted by a third party consumer reporting agency that specializes in conducting individual background investigations for a fee. Unless prohibited by applicable law, if Settlement Administrator or its Personnel are provided with or have access to Confidential Information, Settlement Administrator shall ensure that individuals with convictions or civil judgments for violations including but not limited to computer crimes, hacking, blackmail, extortion, fraud, theft, or identity theft do not provide Services under this Agreement, and Settlement Administrator shall not permit any such individuals to access Confidential Information.

3.2. *Third Party Contractors.*

Settlement Administrator will not subcontract any of its material obligations under this Agreement without GMRI's prior written consent. When seeking consent, Settlement Administrator will specify the components of the Services affected, the identity and qualifications of the proposed subcontractor(s), and provide all other information reasonably requested by GMRI. If Settlement Administrator receives GMRI's consent to utilize subcontractors for any Services, Settlement Administrator will:

- a) be fully liable to GMRI for any Services provided by any subcontractor;
- b) remain obligated under this Agreement for providing Services;
- c) require all subcontractors to agree in writing to terms consistent with the terms of this Agreement applicable to the Services provided by such subcontractor(s); and
- d) require all subcontractors to agree in writing that GMRI is an intended third-party beneficiary of its agreement with Settlement Administrator.

INFORMATION SECURITY AND SERVICES AGREEMENT

4. ADDITIONAL TERMS.

4.1. *Term.*

This Agreement shall become effective upon the Effective Date and shall remain in full force and effect until terminated by GMRI in writing.

4.2. *Remedies.*

Settlement Administrator acknowledges and agrees that any violation of this Agreement will cause irreparable harm to GMRI and therefore acknowledges and agrees that GMRI may seek injunctive relief from a court of competent jurisdiction in addition to any other remedy available at law or equity.

4.3. *Attorneys' Fees.*

If GMRI brings an action against Settlement Administrator by reason of a breach or alleged violation, enforcement of any provision, or otherwise arising out of this Agreement, and is determined to be the prevailing party, Settlement Administrator is responsible for the payment of GMRI's costs of suit and reasonable attorneys' fees which shall be payable whether or not such action is prosecuted to judgment.

4.4 *Order of Precedence.*

In the event of a conflict between the terms of this Agreement and any other agreement between the Parties, the terms of this Agreement shall prevail.

4.5. *Waiver.*

No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

4.6. *Choice of Law.*

This Agreement shall be governed by, and interpreted, construed, and determined in accordance with the laws of the State of Florida without regard to its conflict of laws principles. The state and federal courts located in Orange County, Florida shall have exclusive jurisdiction to adjudicate any dispute.

4.7. *Entire Agreement.*

This Agreement contains the entire understanding of the Parties with respect to the matters covered, and no other previous agreement, statement, or promise made by either Party that is not contained in the terms of this Agreement shall be binding or valid, unless specifically incorporated by reference or attachment hereto. This Agreement may be amended only in writing and signed by both Parties to the Agreement.

INFORMATION SECURITY AND SERVICES AGREEMENT

4.8. *Modification.*

If GMRI determines that this Agreement, as applicable, must be modified as a result of a Security Breach, the Parties shall negotiate in good faith to make such modifications. If the Parties cannot agree on the terms of the modifications, GMRI shall be entitled to terminate the contract without penalty or cost other than payment to Settlement Administrator for services actually performed and costs actually incurred

4.9. *Severability.*

The Parties agree that each provision herein shall be treated as a separate and independent clause, and the unenforceability of any one clause shall in no way impair the enforceability of any of the other clauses. If one or more provisions contained in this Agreement shall for any reason be held to be unenforceable at law, such provision(s) shall be construed so as to be enforceable to the maximum extent compatible with the applicable law as it shall then appear.

4.10. *Indemnification.*

Settlement Administrator will defend, indemnify, and hold harmless GMRI and its officers, directors, employees, attorneys, agents, successors, and permitted assigns from and against any and all Claims arising out of or related to breach of any obligations under this Agreement by Settlement Administrator or Personnel, or any negligent act or omission or willful misconduct of Settlement Administrator or Personnel.

Settlement Administrator, at its own expense, will defend any Claim and has the right to control the defense of such Claim, provided that GMRI, at its own expense, may engage separate counsel to participate in the defense of any Claim and Settlement Administrator agrees to cooperate fully with such counsel. Settlement Administrator and its counsel agree to keep GMRI and its counsel informed regarding the status of any Claim and cooperate fully with requests for information. Notwithstanding any other provisions of this Agreement, Settlement Administrator will not enter into any Claim settlements which (a) adversely affect the rights of GMRI; or (b) impose liabilities or obligations on GMRI which will not be satisfied by Settlement Administrator's payment or performance upon entry of such settlement.

IN WITNESS WHEREOF, the Parties hereto acknowledge and agree to be bound by the terms and conditions herein as of the Effective Date.

RUST CONSULTING, INC.

By: EWJS 6
Print Name: ERIC BRIDUP
Title: EVP
Date: 11/19/25

GMRI, INC.

By: Dawn Stoen
Print Name: Dawn Stoen
Title: Assistant Secretary
Date: 11/18/2025

EXHIBIT “3”

Solouki & Savoy, LLP

316 W. 2nd Street, Suite 1200
Los Angeles, California 90012
Phone: 213.814.4940
Fax: 213.814.2550
<http://www.SoloukiSavoy.com>



Invoice # 322
Date: 11/24/2025
Due On: 12/24/2025

Joaquin Nicolas Saldivar Torres
GMRI, Inc. and Olive Garden
7911 Glencoe Dr apto 2
Huntington Beach, CA 92647

SS01436-CLASS AX- OLIVE GARDEN**CLASS AX- Olive Garden**

Type	Date	Description	Time	Rate	Total	Attorney
Service	08/06/2024	Intake with potential client Saldivar Torres	2.30	\$800.00	\$1,840.00	SJS
Service	08/07/2024	Draft Retainer Agreements and Authorizations for Records	0.80	\$800.00	\$640.00	SJS
Service	08/08/2024	General: Draft PAGA Notice and Records Requests	2.50	\$800.00	\$2,000.00	SJS
Service	08/13/2024	Attorney Meeting	0.50	\$800.00	\$400.00	SJS
Service	08/13/2024	Attorney Meeting	0.50	\$800.00	\$400.00	GJS
Service	08/20/2024	Attorney Meeting	0.50	\$800.00	\$400.00	SJS
Service	08/20/2024	Attorney Meeting	0.50	\$800.00	\$400.00	GJS
Service	08/26/2024	Email Defense Counsel	0.20	\$800.00	\$160.00	SJS
Service	08/26/2024	Email Defense Counsel	0.40	\$800.00	\$320.00	SJS
Service	08/27/2024	Attorney Meeting	0.50	\$800.00	\$400.00	SJS
Service	08/27/2024	Attorney Meeting	0.50	\$800.00	\$400.00	GJS
Service	09/03/2024	Attorney Meeting	0.50	\$800.00	\$400.00	SJS
Service	09/03/2024	Attorney Meeting	0.50	\$800.00	\$400.00	GJS
Service	09/03/2024	Email Defense Counsel	0.20	\$800.00	\$160.00	SJS
Service	09/04/2024	Review Letter from Defense Counsel; Review Plaintiff's Time and Pay Records; Call JT (Expert) to Discuss Analysis of Plaintiff's Records; Transmit Records to JT	5.70	\$800.00	\$4,560.00	SJS
Service	09/05/2024	Meeting with IP Consulting re: Survey	2.80	\$800.00	\$2,240.00	SJS
Service	09/05/2024	Review Case Records and Compile information for IP Consulting re: Survey	3.10	\$800.00	\$2,480.00	SJS
Service	09/09/2024	Meeting with IP Consulting to go over generated PCM list and Questionnaire	1.90	\$800.00	\$1,520.00	SJS
Service	09/10/2024	Attorney Meeting	0.50	\$800.00	\$400.00	SJS

Service	09/10/2024	Attorney Meeting	0.50	\$800.00	\$400.00	GJS
Service	09/13/2024	Review PCM Questionnaires; Add Data to Digital Database	4.20	\$800.00	\$3,360.00	SJS
Service	09/13/2024	Review PCM Questionnaires; Add Data to Digital Database	4.00	\$800.00	\$3,200.00	GJS
Service	09/17/2024	Attorney Meeting	0.50	\$800.00	\$400.00	SJS
Service	09/17/2024	Attorney Meeting	0.50	\$800.00	\$400.00	GJS
Service	09/19/2024	Call Putative Class Members from IP List; Complete Questionnaire	6.00	\$800.00	\$4,800.00	SJS
Service	09/20/2024	Review PCM Questionnaires; Add Data to Digital Database	4.00	\$800.00	\$3,200.00	SJS
Service	09/20/2024	Review PCM Questionnaires; Add Data to Digital Database	4.10	\$800.00	\$3,280.00	GJS
Service	09/23/2024	Meeting with IP Consulting to go over Questionnaire responses and Database	2.00	\$800.00	\$1,600.00	SJS
Service	09/24/2024	Attorney Meeting	0.50	\$800.00	\$400.00	SJS
Service	09/24/2024	Attorney Meeting	0.50	\$800.00	\$400.00	GJS
Service	09/24/2024	Call Putative Class Members from IP List; Complete Questionnaire	6.20	\$800.00	\$4,960.00	SJS
Service	09/25/2024	Call Putative Class Members from IP List; Complete Questionnaire	6.00	\$800.00	\$4,800.00	GJS
Service	09/26/2024	Call Putative Class Members from IP List; Complete Questionnaire	5.00	\$800.00	\$4,000.00	SJS
Service	09/27/2024	Review PCM Questionnaires; Add Data to Digital Database	4.70	\$800.00	\$3,760.00	SJS
Service	09/27/2024	Review PCM Questionnaires; Add Data to Digital Database	4.00	\$800.00	\$3,200.00	GJS
Service	10/01/2024	Attorney Meeting	0.50	\$800.00	\$400.00	SJS
Service	10/01/2024	Attorney Meeting	0.50	\$800.00	\$400.00	GJS
Service	10/02/2024	Call Putative Class Members from IP List; Complete Questionnaire	6.00	\$800.00	\$4,800.00	GJS
Service	10/03/2024	Call Putative Class Members from IP List; Complete Questionnaire	7.10	\$800.00	\$5,680.00	SJS
Service	10/04/2024	Review PCM Questionnaires; Add Data to Digital Database	4.00	\$800.00	\$3,200.00	SJS
Service	10/04/2024	Review PCM Questionnaires; Add Data to Digital Database	4.00	\$800.00	\$3,200.00	GJS
Service	10/08/2024	Attorney Meeting	0.50	\$800.00	\$400.00	SJS
Service	10/08/2024	Attorney Meeting	0.50	\$800.00	\$400.00	GJS
Service	10/09/2024	Call Putative Class Members from IP List; Complete Questionnaire	6.00	\$800.00	\$4,800.00	GJS

Service	10/10/2024	Call Putative Class Members from IP List; Complete Questionnaire	6.70	\$800.00	\$5,360.00	SJS
Service	10/11/2024	Review PCM Questionnaires; Add Data to Digital Database	4.00	\$800.00	\$3,200.00	SJS
Service	10/11/2024	Review PCM Questionnaires; Add Data to Digital Database	4.00	\$800.00	\$3,200.00	GJS
Service	10/14/2024	Call Putative Class Members from IP List; Complete Questionnaire: Call PCMs and Do Questionnaires	7.80	\$800.00	\$6,240.00	SJS
Service	10/15/2024	Attorney Meeting	0.50	\$800.00	\$400.00	SJS
Service	10/15/2024	Attorney Meeting	0.50	\$800.00	\$400.00	GJS
Service	10/18/2024	Review PCM Questionnaires; Add Data to Digital Database	4.00	\$800.00	\$3,200.00	SJS
Service	10/18/2024	Review PCM Questionnaires; Add Data to Digital Database	4.00	\$800.00	\$3,200.00	GJS
Service	10/22/2024	Attorney Meeting	0.50	\$800.00	\$400.00	SJS
Service	10/22/2024	Attorney Meeting	0.50	\$800.00	\$400.00	GJS
Service	10/23/2024	Call Putative Class Members from IP List; Complete Questionnaire	6.00	\$800.00	\$4,800.00	GJS
Service	10/23/2024	General: Draft Written Discovery: RFP, RFA, SI, FIG, FIE, SI	5.60	\$800.00	\$4,480.00	SJS
Service	10/25/2024	Review PCM Questionnaires; Add Data to Digital Database	4.30	\$800.00	\$3,440.00	SJS
Service	10/25/2024	Review PCM Questionnaires; Add Data to Digital Database	4.20	\$800.00	\$3,360.00	GJS
Service	10/28/2024	Draft and File Complaint; Submit Order to Janney and Janney to Serve Defendants	2.70	\$800.00	\$2,160.00	SJS
Service	10/29/2024	Attorney Meeting	0.50	\$800.00	\$400.00	SJS
Service	10/29/2024	Attorney Meeting	0.50	\$800.00	\$400.00	GJS
Service	10/31/2024	Call Putative Class Members from IP List; Complete Questionnaire	6.20	\$800.00	\$4,960.00	SJS
Service	11/01/2024	Review PCM Questionnaires; Add Data to Digital Database	4.30	\$800.00	\$3,440.00	SJS
Service	11/01/2024	Review PCM Questionnaires; Add Data to Digital Database	4.00	\$800.00	\$3,200.00	GJS
Service	11/05/2024	Attorney Meeting	0.50	\$800.00	\$400.00	SJS
Service	11/05/2024	Attorney Meeting	0.50	\$800.00	\$400.00	GJS
Service	11/07/2024	Call Putative Class Members from IP List; Complete Questionnaire	6.00	\$800.00	\$4,800.00	SJS
Service	11/08/2024	Review PCM Questionnaires; Add Data to Digital Database	4.00	\$800.00	\$3,200.00	SJS
Service	11/08/2024	Review PCM Questionnaires; Add Data to Digital	4.70	\$800.00	\$3,760.00	GJS

Database						
Service	11/12/2024	Attorney Meeting	0.50	\$800.00	\$400.00	SJS
Service	11/12/2024	Attorney Meeting	0.50	\$800.00	\$400.00	GJS
Service	11/12/2024	Call Putative Class Members from IP List; Complete Questionairre	7.40	\$800.00	\$5,920.00	SJS
Service	11/15/2024	Review PCM Questionairres; Add Data to Digital Database	4.00	\$800.00	\$3,200.00	SJS
Service	11/15/2024	Review PCM Questionairres; Add Data to Digital Database	4.00	\$800.00	\$3,200.00	GJS
Service	11/19/2024	Attorney Meeting	0.50	\$800.00	\$400.00	SJS
Service	11/19/2024	Attorney Meeting	0.50	\$800.00	\$400.00	GJS
Service	11/20/2024	Call Putative Class Members from IP List; Complete Questionairre	6.00	\$800.00	\$4,800.00	GJS
Service	11/21/2024	Call Putative Class Members from IP List; Complete Questionairre	6.00	\$800.00	\$4,800.00	SJS
Service	11/22/2024	Review PCM Questionairres; Add Data to Digital Database	4.00	\$800.00	\$3,200.00	SJS
Service	11/22/2024	Review PCM Questionairres; Add Data to Digital Database	4.00	\$800.00	\$3,200.00	GJS
Service	11/26/2024	Attorney Meeting	0.50	\$800.00	\$400.00	SJS
Service	11/26/2024	Attorney Meeting	0.50	\$800.00	\$400.00	GJS
Service	11/26/2024	Call Putative Class Members from IP List; Complete Questionairre	6.00	\$800.00	\$4,800.00	SJS
Service	11/27/2024	Call Putative Class Members from IP List; Complete Questionairre	6.00	\$800.00	\$4,800.00	GJS
Service	11/28/2024	Call Putative Class Members from IP List; Complete Questionairre	6.00	\$800.00	\$4,800.00	SJS
Service	11/29/2024	Review PCM Questionairres; Add Data to Digital Database	4.00	\$800.00	\$3,200.00	SJS
Service	11/29/2024	Review PCM Questionairres; Add Data to Digital Database	4.00	\$800.00	\$3,200.00	GJS
Service	12/03/2024	Attorney Meeting	0.50	\$800.00	\$400.00	SJS
Service	12/03/2024	Attorney Meeting	0.50	\$800.00	\$400.00	GJS
Service	12/03/2024	Call Putative Class Members from IP List; Complete Questionairre	6.00	\$800.00	\$4,800.00	SJS
Service	12/03/2024	Email Defense Counsel	0.40	\$800.00	\$320.00	SJS
Service	12/05/2024	Call Putative Class Members from IP List; Complete Questionairre	6.00	\$800.00	\$4,800.00	SJS
Service	12/05/2024	General: Call with Julie Dunn from DLA Piper	0.80	\$800.00	\$640.00	SJS
Service	12/06/2024	Review PCM Questionairres; Add Data to Digital Database	5.10	\$800.00	\$4,080.00	SJS

Service	12/06/2024	Review PCM Questionnaires; Add Data to Digital Database	4.30	\$800.00	\$3,440.00	GJS
Service	12/06/2024	Email Defense Counsel	0.20	\$800.00	\$160.00	SJS
Service	12/06/2024	REVIEW STIPULATION AND ORDER TO EXTEND THE DEADLINE TO FILE A RESPONSIVE PLEADING	1.40	\$800.00	\$1,120.00	SJS
Service	12/10/2024	Attorney Meeting	0.50	\$800.00	\$400.00	SJS
Service	12/10/2024	Attorney Meeting	0.50	\$800.00	\$400.00	GJS
Service	12/10/2024	Call Putative Class Members from IP List; Complete Questionnaire	6.00	\$800.00	\$4,800.00	SJS
Service	12/11/2024	Call Putative Class Members from IP List; Complete Questionnaire	6.00	\$800.00	\$4,800.00	GJS
Service	12/12/2024	Call Putative Class Members from IP List; Complete Questionnaire	6.00	\$800.00	\$4,800.00	SJS
Service	12/13/2024	Review PCM Questionnaires; Add Data to Digital Database	4.00	\$800.00	\$3,200.00	SJS
Service	12/13/2024	Review PCM Questionnaires; Add Data to Digital Database	4.30	\$800.00	\$3,440.00	GJS
Service	12/16/2024	Email Defense Counsel	0.20	\$800.00	\$160.00	SJS
Service	12/17/2024	Attorney Meeting	0.50	\$800.00	\$400.00	SJS
Service	12/17/2024	Attorney Meeting	0.50	\$800.00	\$400.00	GJS
Service	12/17/2024	Call Putative Class Members from IP List; Complete Questionnaire	6.00	\$800.00	\$4,800.00	SJS
Service	12/17/2024	General: Meet and Confer with Defense Counsel	1.20	\$800.00	\$960.00	SJS
Service	12/17/2024	PEREMPTORY CHALLENGE PURSUANT TO 170.6	0.30	\$800.00	\$240.00	SJS
Service	12/17/2024	Call with Plaintiff	0.50	\$800.00	\$400.00	SJS
Service	12/18/2024	Call Putative Class Members from IP List; Complete Questionnaire	6.00	\$800.00	\$4,800.00	GJS
Service	12/19/2024	Call Putative Class Members from IP List; Complete Questionnaire	6.00	\$800.00	\$4,800.00	SJS
Service	12/20/2024	Review PCM Questionnaires; Add Data to Digital Database	3.80	\$800.00	\$3,040.00	SJS
Service	12/20/2024	Review PCM Questionnaires; Add Data to Digital Database	4.00	\$800.00	\$3,200.00	GJS
Service	12/24/2024	Attorney Meeting	0.50	\$800.00	\$400.00	SJS
Service	12/24/2024	Attorney Meeting	0.50	\$800.00	\$400.00	GJS
Service	12/25/2024	Call Putative Class Members from IP List; Complete Questionnaire	6.00	\$800.00	\$4,800.00	GJS
Service	12/26/2024	Call Putative Class Members from IP List; Complete Questionnaire	6.00	\$800.00	\$4,800.00	SJS
Service	12/27/2024	Review PCM Questionnaires; Add Data to Digital Database	4.00	\$800.00	\$3,200.00	SJS

Service	12/27/2024	Review PCM Questionnaires; Add Data to Digital Database	4.00	\$800.00	\$3,200.00	GJS
Service	12/31/2024	Attorney Meeting	0.50	\$800.00	\$400.00	SJS
Service	12/31/2024	Attorney Meeting	0.50	\$800.00	\$400.00	GJS
Service	12/31/2024	Call Putative Class Members from IP List; Complete Questionnaire	6.00	\$800.00	\$4,800.00	SJS
Service	01/01/2025	Call Putative Class Members from IP List; Complete Questionnaire	6.00	\$800.00	\$4,800.00	GJS
Service	01/02/2025	Call Putative Class Members from IP List; Complete Questionnaire	6.00	\$800.00	\$4,800.00	SJS
Service	01/03/2025	Review PCM Questionnaires; Add Data to Digital Database	2.40	\$800.00	\$1,920.00	SJS
Service	01/03/2025	Review PCM Questionnaires; Add Data to Digital Database	4.00	\$800.00	\$3,200.00	GJS
Service	01/07/2025	Attorney Meeting	0.50	\$800.00	\$400.00	SJS
Service	01/07/2025	Attorney Meeting	0.50	\$800.00	\$400.00	GJS
Service	01/07/2025	Call Putative Class Members from IP List; Complete Questionnaire	6.00	\$800.00	\$4,800.00	SJS
Service	01/08/2025	Call Putative Class Members from IP List; Complete Questionnaire	6.00	\$800.00	\$4,800.00	GJS
Service	01/08/2025	Email Defense Counsel	0.20	\$800.00	\$160.00	SJS
Service	01/08/2025	Review Notice of Case Reassignment	0.20	\$800.00	\$160.00	SJS
Service	01/08/2025	Call with Plaintiff	0.30	\$800.00	\$240.00	SJS
Service	01/10/2025	Review PCM Questionnaires; Add Data to Digital Database	4.00	\$800.00	\$3,200.00	SJS
Service	01/10/2025	Review PCM Questionnaires; Add Data to Digital Database	4.00	\$800.00	\$3,200.00	GJS
Service	01/14/2025	Attorney Meeting	0.50	\$800.00	\$400.00	SJS
Service	01/14/2025	Attorney Meeting	0.50	\$800.00	\$400.00	GJS
Service	01/14/2025	Call Putative Class Members from IP List; Complete Questionnaire	6.00	\$800.00	\$4,800.00	SJS
Service	01/14/2025	Review Minute Order	0.20	\$800.00	\$160.00	SJS
Service	01/15/2025	Call Putative Class Members from IP List; Complete Questionnaire	6.00	\$800.00	\$4,800.00	GJS
Service	01/16/2025	Call Putative Class Members from IP List; Complete Questionnaire	6.00	\$800.00	\$4,800.00	SJS
Service	01/17/2025	Review PCM Questionnaires; Add Data to Digital Database	4.00	\$800.00	\$3,200.00	SJS
Service	01/17/2025	Review PCM Questionnaires; Add Data to Digital Database	5.10	\$800.00	\$4,080.00	GJS
Service	01/21/2025	Attorney Meeting	0.50	\$800.00	\$400.00	SJS

Service	01/21/2025	Attorney Meeting	0.50	\$800.00	\$400.00	GJS
Service	01/21/2025	Call Putative Class Members from IP List; Complete Questionnaire	6.00	\$800.00	\$4,800.00	SJS
Service	01/22/2025	Call Putative Class Members from IP List; Complete Questionnaire	6.00	\$800.00	\$4,800.00	GJS
Service	01/22/2025	Review Minute Order	0.20	\$800.00	\$160.00	SJS
Service	01/22/2025	Call with Plaintiff	0.30	\$800.00	\$240.00	SJS
Service	01/24/2025	Review PCM Questionnaires; Add Data to Digital Database	4.00	\$800.00	\$3,200.00	SJS
Service	01/24/2025	Review PCM Questionnaires; Add Data to Digital Database	4.00	\$800.00	\$3,200.00	GJS
Service	01/28/2025	Attorney Meeting	0.50	\$800.00	\$400.00	SJS
Service	01/28/2025	Attorney Meeting	0.50	\$800.00	\$400.00	GJS
Service	01/28/2025	Call Putative Class Members from IP List; Complete Questionnaire	6.00	\$800.00	\$4,800.00	SJS
Service	01/29/2025	Call Putative Class Members from IP List; Complete Questionnaire	6.00	\$800.00	\$4,800.00	GJS
Service	01/31/2025	Review PCM Questionnaires; Add Data to Digital Database	4.70	\$800.00	\$3,760.00	SJS
Service	01/31/2025	Review PCM Questionnaires; Add Data to Digital Database	3.80	\$800.00	\$3,040.00	GJS
Service	02/04/2025	Attorney Meeting	0.50	\$800.00	\$400.00	SJS
Service	02/04/2025	Attorney Meeting	0.50	\$800.00	\$400.00	GJS
Service	02/04/2025	Call Putative Class Members from IP List; Complete Questionnaire	6.00	\$800.00	\$4,800.00	SJS
Service	02/05/2025	Call Putative Class Members from IP List; Complete Questionnaire	6.00	\$800.00	\$4,800.00	GJS
Service	02/07/2025	Review PCM Questionnaires; Add Data to Digital Database	4.00	\$800.00	\$3,200.00	SJS
Service	02/07/2025	Review PCM Questionnaires; Add Data to Digital Database	4.00	\$800.00	\$3,200.00	GJS
Service	02/11/2025	Attorney Meeting	0.50	\$800.00	\$400.00	SJS
Service	02/11/2025	Attorney Meeting	0.50	\$800.00	\$400.00	GJS
Service	02/11/2025	Call Putative Class Members from IP List; Complete Questionnaire	6.00	\$800.00	\$4,800.00	SJS
Service	02/12/2025	Call Putative Class Members from IP List; Complete Questionnaire	6.00	\$800.00	\$4,800.00	GJS
Service	02/14/2025	Review PCM Questionnaires; Add Data to Digital Database	4.00	\$800.00	\$3,200.00	SJS
Service	02/14/2025	Review PCM Questionnaires; Add Data to Digital Database	2.40	\$800.00	\$1,920.00	GJS

Service	02/18/2025	Attorney Meeting	0.50	\$800.00	\$400.00	SJS
Service	02/18/2025	Attorney Meeting	0.50	\$800.00	\$400.00	GJS
Service	02/18/2025	Call Putative Class Members from IP List; Complete Questionnaire	6.00	\$800.00	\$4,800.00	SJS
Service	02/20/2025	Email Defense Counsel	0.20	\$800.00	\$160.00	SJS
Service	02/21/2025	Review PCM Questionnaires; Add Data to Digital Database	4.00	\$800.00	\$3,200.00	SJS
Service	02/21/2025	Review PCM Questionnaires; Add Data to Digital Database	4.00	\$800.00	\$3,200.00	GJS
Service	02/24/2025	Call with Julie Dunn	0.70	\$800.00	\$560.00	SJS
Service	02/24/2025	Email Defense Counsel	0.40	\$800.00	\$320.00	SJS
Service	02/24/2025	Call with Plaintiff	0.30	\$800.00	\$240.00	SJS
Service	02/25/2025	Attorney Meeting	0.50	\$800.00	\$400.00	SJS
Service	02/25/2025	Attorney Meeting	0.50	\$800.00	\$400.00	GJS
Service	02/25/2025	Call Putative Class Members from IP List; Complete Questionnaire	6.00	\$800.00	\$4,800.00	SJS
Service	02/26/2025	Call Putative Class Members from IP List; Complete Questionnaire	6.00	\$800.00	\$4,800.00	GJS
Service	02/28/2025	Review PCM Questionnaires; Add Data to Digital Database	3.80	\$800.00	\$3,040.00	SJS
Service	02/28/2025	Review PCM Questionnaires; Add Data to Digital Database	4.00	\$800.00	\$3,200.00	GJS
Service	03/04/2025	Attorney Meeting	0.50	\$800.00	\$400.00	SJS
Service	03/04/2025	Attorney Meeting	0.50	\$800.00	\$400.00	GJS
Service	03/04/2025	Call Putative Class Members from IP List; Complete Questionnaire	6.00	\$800.00	\$4,800.00	SJS
Service	03/05/2025	Call Putative Class Members from IP List; Complete Questionnaire	6.00	\$800.00	\$4,800.00	GJS
Service	03/07/2025	Review PCM Questionnaires; Add Data to Digital Database	4.00	\$800.00	\$3,200.00	SJS
Service	03/07/2025	Review PCM Questionnaires; Add Data to Digital Database	4.00	\$800.00	\$3,200.00	GJS
Service	03/11/2025	Attorney Meeting	0.50	\$800.00	\$400.00	SJS
Service	03/11/2025	Attorney Meeting	0.50	\$800.00	\$400.00	GJS
Service	03/11/2025	Call Putative Class Members from IP List; Complete Questionnaire	6.00	\$800.00	\$4,800.00	SJS
Service	03/12/2025	Call Putative Class Members from IP List; Complete Questionnaire	6.00	\$800.00	\$4,800.00	GJS
Service	03/14/2025	Review PCM Questionnaires; Add Data to Digital Database	4.00	\$800.00	\$3,200.00	SJS

Service	03/14/2025	Review PCM Questionnaires; Add Data to Digital Database	4.70	\$800.00	\$3,760.00	GJS
Service	03/14/2025	Email Defense Counsel	0.20	\$800.00	\$160.00	SJS
Service	03/14/2025	Email Defense Counsel	0.20	\$800.00	\$160.00	SJS
Service	03/14/2025	Call with Plaintiff	0.50	\$800.00	\$400.00	SJS
Service	03/18/2025	Attorney Meeting	0.50	\$800.00	\$400.00	SJS
Service	03/18/2025	Attorney Meeting	0.50	\$800.00	\$400.00	GJS
Service	03/18/2025	Call Putative Class Members from IP List; Complete Questionnaire	6.00	\$800.00	\$4,800.00	SJS
Service	03/19/2025	Call Putative Class Members from IP List; Complete Questionnaire	6.00	\$800.00	\$4,800.00	GJS
Service	03/21/2025	Review PCM Questionnaires; Add Data to Digital Database	4.00	\$800.00	\$3,200.00	GJS
Service	03/25/2025	Attorney Meeting	0.50	\$800.00	\$400.00	SJS
Service	03/25/2025	Attorney Meeting	0.50	\$800.00	\$400.00	GJS
Service	03/25/2025	Call Putative Class Members from IP List; Complete Questionnaire	6.00	\$800.00	\$4,800.00	SJS
Service	03/26/2025	Call Putative Class Members from IP List; Complete Questionnaire	6.00	\$800.00	\$4,800.00	GJS
Service	03/28/2025	Review PCM Questionnaires; Add Data to Digital Database	3.90	\$800.00	\$3,120.00	SJS
Service	04/01/2025	Attorney Meeting	0.50	\$800.00	\$400.00	SJS
Service	04/01/2025	Attorney Meeting	0.50	\$800.00	\$400.00	GJS
Service	04/01/2025	Call Putative Class Members from IP List; Complete Questionnaire	6.00	\$800.00	\$4,800.00	SJS
Service	04/04/2025	Review PCM Questionnaires; Add Data to Digital Database	4.10	\$800.00	\$3,280.00	SJS
Service	04/04/2025	Review PCM Questionnaires; Add Data to Digital Database	4.00	\$800.00	\$3,200.00	GJS
Service	04/04/2025	Email Defense Counsel	0.20	\$800.00	\$160.00	SJS
Service	04/07/2025	General: Call with Julie Dunn	0.40	\$800.00	\$320.00	SJS
Service	04/08/2025	Attorney Meeting	0.50	\$800.00	\$400.00	SJS
Service	04/08/2025	Attorney Meeting	0.50	\$800.00	\$400.00	GJS
Service	04/08/2025	Call Putative Class Members from IP List; Complete Questionnaire	6.00	\$800.00	\$4,800.00	SJS
Service	04/09/2025	Call Putative Class Members from IP List; Complete Questionnaire	6.00	\$800.00	\$4,800.00	GJS
Service	04/15/2025	Attorney Meeting	0.50	\$800.00	\$400.00	SJS
Service	04/15/2025	Attorney Meeting	0.50	\$800.00	\$400.00	GJS

Service	04/15/2025	Call Putative Class Members from IP List; Complete Questionnaire	6.00	\$800.00	\$4,800.00	SJS
Service	04/18/2025	Review PCM Questionnaires; Add Data to Digital Database	4.20	\$800.00	\$3,360.00	SJS
Service	04/18/2025	Review PCM Questionnaires; Add Data to Digital Database	4.00	\$800.00	\$3,200.00	GJS
Service	04/22/2025	Attorney Meeting	0.50	\$800.00	\$400.00	SJS
Service	04/22/2025	Attorney Meeting	0.50	\$800.00	\$400.00	GJS
Service	04/22/2025	Call Putative Class Members from IP List; Complete Questionnaire	6.00	\$800.00	\$4,800.00	SJS
Service	04/23/2025	Call Putative Class Members from IP List; Complete Questionnaire	6.00	\$800.00	\$4,800.00	GJS
Service	04/24/2025	Call with Julie Dunn	0.70	\$800.00	\$560.00	SJS
Service	04/24/2025	Email Defense Counsel	0.40	\$800.00	\$320.00	SJS
Service	04/24/2025	Call with Plaintiff	0.20	\$800.00	\$160.00	SJS
Service	04/25/2025	Review PCM Questionnaires; Add Data to Digital Database	4.00	\$800.00	\$3,200.00	SJS
Service	04/25/2025	Review PCM Questionnaires; Add Data to Digital Database	4.00	\$800.00	\$3,200.00	GJS
Service	04/25/2025	Email Defense Counsel	0.20	\$800.00	\$160.00	SJS
Service	04/29/2025	Attorney Meeting	0.50	\$800.00	\$400.00	SJS
Service	04/29/2025	Attorney Meeting	0.50	\$800.00	\$400.00	GJS
Service	04/29/2025	Call Putative Class Members from IP List; Complete Questionnaire	6.00	\$800.00	\$4,800.00	SJS
Service	04/30/2025	Call Putative Class Members from IP List; Complete Questionnaire	6.00	\$800.00	\$4,800.00	GJS
Service	04/30/2025	Email Defense Counsel	0.20	\$800.00	\$160.00	SJS
Service	04/30/2025	Email Defense Counsel	0.40	\$800.00	\$320.00	SJS
Service	04/30/2025	Call with Plaintiff	0.40	\$800.00	\$320.00	SJS
Service	05/01/2025	General: Telephone call with Plaintiff to discuss mediation	0.60	\$800.00	\$480.00	SJS
Service	05/02/2025	Review PCM Questionnaires; Add Data to Digital Database	4.00	\$800.00	\$3,200.00	SJS
Service	05/02/2025	Review PCM Questionnaires; Add Data to Digital Database	4.00	\$800.00	\$3,200.00	GJS
Service	05/06/2025	Attorney Meeting	0.50	\$800.00	\$400.00	SJS
Service	05/06/2025	Attorney Meeting	0.50	\$800.00	\$400.00	GJS
Service	05/06/2025	Call Putative Class Members from IP List; Complete Questionnaire	6.00	\$800.00	\$4,800.00	SJS
Service	05/07/2025	Call Putative Class Members from IP List; Complete	6.00	\$800.00	\$4,800.00	GJS

Questionnaire						
Service	05/07/2025	Email Defense Counsel	0.20	\$800.00	\$160.00	SJS
Service	05/08/2025	Draft First Amended PAGA Notice; Serve to all entities; Upload to LWDA	1.40	\$800.00	\$1,120.00	SJS
Service	05/08/2025	Call with JT (Statistical Expert) re: Analysis of Data for Mediation	1.70	\$800.00	\$1,360.00	SJS
Service	05/09/2025	Review PCM Questionnaires; Add Data to Digital Database	4.30	\$800.00	\$3,440.00	SJS
Service	05/09/2025	Review PCM Questionnaires; Add Data to Digital Database	3.90	\$800.00	\$3,120.00	GJS
Service	05/09/2025	Email Defense Counsel	0.20	\$800.00	\$160.00	SJS
Service	05/13/2025	Attorney Meeting	0.50	\$800.00	\$400.00	SJS
Service	05/13/2025	Attorney Meeting	0.50	\$800.00	\$400.00	GJS
Service	05/13/2025	Call Putative Class Members from IP List; Complete Questionnaire	6.00	\$800.00	\$4,800.00	SJS
Service	05/14/2025	Call Putative Class Members from IP List; Complete Questionnaire	6.00	\$800.00	\$4,800.00	GJS
Service	05/16/2025	Review PCM Questionnaires; Add Data to Digital Database	4.00	\$800.00	\$3,200.00	SJS
Service	05/16/2025	Review PCM Questionnaires; Add Data to Digital Database	4.10	\$800.00	\$3,280.00	GJS
Service	05/16/2025	Finalize Mediation Brief; Call JT to discuss	4.70	\$800.00	\$3,760.00	SJS
Service	05/19/2025	Email Defense Counsel	0.40	\$800.00	\$320.00	SJS
Service	05/19/2025	Call with Plaintiff to	0.10	\$800.00	\$80.00	SJS
Service	05/20/2025	Attorney Meeting	0.50	\$800.00	\$400.00	SJS
Service	05/20/2025	Attorney Meeting	0.50	\$800.00	\$400.00	GJS
Service	05/21/2025	Email Defense Counsel	0.20	\$800.00	\$160.00	SJS
Service	05/22/2025	Meeting with Partners to Discuss Mediation; Review Mediation Brief; Analyze Strategy; Review Data; Call JT	4.50	\$800.00	\$3,600.00	SJS
Service	05/22/2025	Meeting with Partners to Discuss Mediation; Review Mediation Brief; Analyze Strategy; Review Data; Call JT	4.50	\$800.00	\$3,600.00	GJS
Service	05/23/2025	Attend Mediation with Scott Slater Markus	8.00	\$800.00	\$6,400.00	SJS
Service	05/23/2025	Attend Mediation with Scott Slater Markus	8.00	\$800.00	\$6,400.00	GJS
Service	05/23/2025	Review PCM Questionnaires; Add Data to Digital Database	4.00	\$800.00	\$3,200.00	GJS
Service	05/27/2025	Attorney Meeting	0.50	\$800.00	\$400.00	SJS
Service	05/27/2025	Attorney Meeting	0.50	\$800.00	\$400.00	GJS
Service	05/28/2025	Call Putative Class Members from IP List; Complete Questionnaire	6.00	\$800.00	\$4,800.00	GJS

Service	06/03/2025	Attorney Meeting	0.50	\$800.00	\$400.00	SJS
Service	06/03/2025	Attorney Meeting	0.50	\$800.00	\$400.00	GJS
Service	06/04/2025	Call Putative Class Members from IP List; Complete Questionnaire	6.00	\$800.00	\$4,800.00	GJS
Service	06/05/2025	Email Defense Counsel	0.20	\$800.00	\$160.00	SJS
Service	06/05/2025	Call with Plaintiff	0.10	\$800.00	\$80.00	SJS
Service	06/06/2025	Review PCM Questionnaires; Add Data to Digital Database	4.00	\$800.00	\$3,200.00	GJS
Service	06/10/2025	Attorney Meeting	0.50	\$800.00	\$400.00	SJS
Service	06/10/2025	Attorney Meeting	0.50	\$800.00	\$400.00	GJS
Service	06/11/2025	Call Putative Class Members from IP List; Complete Questionnaire	6.00	\$800.00	\$4,800.00	GJS
Service	06/16/2025	Email Defense Counsel	0.40	\$800.00	\$320.00	SJS
Service	06/17/2025	Attorney Meeting	0.50	\$800.00	\$400.00	SJS
Service	06/17/2025	Attorney Meeting	0.50	\$800.00	\$400.00	GJS
Service	06/17/2025	Review Settlement Documents; Draft Second Amended PAGA Notice; Serve to all entities; Upload to LWDA	2.70	\$800.00	\$2,160.00	SJS
Service	06/17/2025	Email Defense Counsel	0.30	\$800.00	\$240.00	SJS
Service	06/17/2025	Email Defense Counsel	0.40	\$800.00	\$320.00	SJS
Service	06/17/2025	Call with Plaintiff	0.10	\$800.00	\$80.00	SJS
Service	06/18/2025	Call Putative Class Members from IP List; Complete Questionnaire	6.00	\$800.00	\$4,800.00	GJS
Service	06/20/2025	Review PCM Questionnaires; Add Data to Digital Database	4.30	\$800.00	\$3,440.00	GJS
Service	06/20/2025	Email Defense Counsel	0.30	\$800.00	\$240.00	SJS
Service	06/24/2025	Attorney Meeting	0.50	\$800.00	\$400.00	SJS
Service	06/24/2025	Attorney Meeting	0.50	\$800.00	\$400.00	GJS
Service	06/25/2025	Call Putative Class Members from IP List; Complete Questionnaire	6.00	\$800.00	\$4,800.00	GJS
Service	06/27/2025	Review PCM Questionnaires; Add Data to Digital Database	4.00	\$800.00	\$3,200.00	GJS
Service	07/01/2025	Attorney Meeting	0.50	\$800.00	\$400.00	SJS
Service	07/01/2025	Attorney Meeting	0.50	\$800.00	\$400.00	GJS
Service	07/02/2025	Call Putative Class Members from IP List; Complete Questionnaire	6.00	\$800.00	\$4,800.00	GJS
Service	07/03/2025	Call with Defense Counsel re: Settlement	0.20	\$800.00	\$160.00	SJS
Service	07/03/2025	Email Defense Counsel	0.20	\$800.00	\$160.00	SJS
Service	07/03/2025	Call with Plaintiff	0.50	\$800.00	\$400.00	SJS

Service	07/04/2025	Review PCM Questionnaires; Add Data to Digital Database	4.00	\$800.00	\$3,200.00	GJS
Service	07/04/2025	Call with Defense Counsel re: Settlement	0.40	\$800.00	\$320.00	SJS
Service	07/08/2025	Attorney Meeting	0.50	\$800.00	\$400.00	SJS
Service	07/08/2025	Attorney Meeting	0.50	\$800.00	\$400.00	GJS
Service	07/08/2025	Call with Defense Counsel re: Settlement	0.30	\$800.00	\$240.00	SJS
Service	07/08/2025	Email Defense Counsel	0.40	\$800.00	\$320.00	SJS
Service	07/11/2025	Email Defense Counsel	0.20	\$800.00	\$160.00	SJS
Service	07/11/2025	Email Defense Counsel	0.20	\$800.00	\$160.00	SJS
Service	07/11/2025	Call with Plaintiff	0.70	\$800.00	\$560.00	SJS
Service	07/14/2025	Review Draft Settlement Agreement; Revise Agreement	1.90	\$800.00	\$1,520.00	SJS
Service	07/14/2025	Request Quotes from Settlement Administrators; Review Quotes; Email to Defense Counsel	2.30	\$800.00	\$1,840.00	SJS
Service	07/15/2025	Attorney Meeting	0.50	\$800.00	\$400.00	SJS
Service	07/15/2025	Attorney Meeting	0.50	\$800.00	\$400.00	GJS
Service	07/17/2025	Email Defense Counsel	0.40	\$800.00	\$320.00	SJS
Service	07/17/2025	Call with Plaintiff	0.20	\$800.00	\$160.00	SJS
Service	07/18/2025	Call with Defense Counsel re: Settlement	0.70	\$800.00	\$560.00	SJS
Service	07/18/2025	Email Defense Counsel	0.40	\$800.00	\$320.00	SJS
Service	07/18/2025	Email Defense Counsel	0.40	\$800.00	\$320.00	SJS
Service	07/18/2025	Call with Plaintiff	0.20	\$800.00	\$160.00	SJS
Service	07/21/2025	Draft Motion for Approval of PAGA Settlement and Supporting Papers	6.90	\$800.00	\$5,520.00	SJS
Service	07/22/2025	Attorney Meeting	0.50	\$800.00	\$400.00	SJS
Service	07/22/2025	Attorney Meeting	0.50	\$800.00	\$400.00	GJS
Service	07/22/2025	Email Defense Counsel	0.20	\$800.00	\$160.00	SJS
Service	07/23/2025	Call with Defense Counsel re: Settlement	0.50	\$800.00	\$400.00	SJS
Service	07/23/2025	Email Defense Counsel	0.40	\$800.00	\$320.00	SJS
Service	07/23/2025	Email Defense Counsel	0.20	\$800.00	\$160.00	SJS
Service	07/23/2025	Finalize and File Motion for Approval of PAGA Settlement	3.70	\$800.00	\$2,960.00	SJS
Service	07/23/2025	Review Petition for Coordination	3.10	\$800.00	\$2,480.00	SJS
Service	07/23/2025	Draft Opposition to Stay Pending Petition to Coordinate	2.10	\$800.00	\$1,680.00	SJS
Service	07/23/2025	Call with Plaintiff	0.40	\$800.00	\$320.00	SJS
Service	07/29/2025	Attorney Meeting	0.50	\$800.00	\$400.00	SJS

Service	07/29/2025	Attorney Meeting	0.50	\$800.00	\$400.00	GJS
Service	08/05/2025	Attorney Meeting	0.50	\$800.00	\$400.00	SJS
Service	08/05/2025	Attorney Meeting	0.50	\$800.00	\$400.00	GJS
Service	08/08/2025	Email Defense Counsel	0.20	\$800.00	\$160.00	SJS
Service	08/09/2025	Email Defense Counsel	0.40	\$800.00	\$320.00	SJS
Service	08/12/2025	Attorney Meeting	0.50	\$800.00	\$400.00	SJS
Service	08/12/2025	Attorney Meeting	0.50	\$800.00	\$400.00	GJS
Service	08/18/2025	Email Defense Counsel	0.40	\$800.00	\$320.00	SJS
Service	08/18/2025	Email Defense Counsel	0.20	\$800.00	\$160.00	SJS
Service	08/18/2025	Call with Plaintiff	0.20	\$800.00	\$160.00	SJS
Service	08/26/2025	Attorney Meeting	0.50	\$800.00	\$400.00	SJS
Service	08/26/2025	Attorney Meeting	0.50	\$800.00	\$400.00	GJS
Service	08/27/2025	Draft Stipulation to File First Amended Complaint	1.40	\$800.00	\$1,120.00	SJS
Service	08/27/2025	Review Third Amended PAGA Notice; Draft File First Amended Complaint	3.20	\$800.00	\$2,560.00	SJS
Service	08/27/2025	Email Defense Counsel	0.20	\$800.00	\$160.00	SJS
Service	08/28/2025	Email Defense Counsel	0.40	\$800.00	\$320.00	SJS
Service	08/28/2025	Review Jose Francisco Hernandez Garcia Motion to Intervene	2.30	\$800.00	\$1,840.00	SJS
Service	08/29/2025	Review Antonia Rodriguez Motion to Intervene	2.40	\$800.00	\$1,920.00	SJS
Service	08/29/2025	Review D Opposition to Ex Parte Petition to Coordinate	1.80	\$800.00	\$1,440.00	SJS
Service	08/29/2025	Call with Plaintiff	0.60	\$800.00	\$480.00	SJS
Service	09/02/2025	Finalize File First Amended Complaint, stipulation for leave to file, and proposed order; Prepare for filing	2.40	\$800.00	\$1,920.00	SJS
Service	09/02/2025	DIR Email re: Investigation	0.20	\$800.00	\$160.00	SJS
Service	09/02/2025	Email Defense Counsel	0.40	\$800.00	\$320.00	SJS
Service	09/04/2025	Review Order re: Stipulation; Finalize standalone FAC for filing; File and Serve FAC	0.40	\$800.00	\$320.00	SJS
Service	09/09/2025	Attorney Meeting	0.50	\$800.00	\$400.00	SJS
Service	09/09/2025	Attorney Meeting	0.50	\$800.00	\$400.00	GJS
Service	09/14/2025	Review and Revise Draft Motion for Approval of PAGA Settlement and Supporting Papers	5.10	\$800.00	\$4,080.00	SJS
Service	09/15/2025	DIR Email re: Investigation	0.20	\$800.00	\$160.00	SJS
Service	09/15/2025	Email Defense Counsel	0.20	\$800.00	\$160.00	SJS
Service	09/15/2025	Call with Plaintiff	0.30	\$800.00	\$240.00	SJS
Service	09/16/2025	Attorney Meeting	0.50	\$800.00	\$400.00	SJS

Service	09/16/2025	Attorney Meeting	0.50	\$800.00	\$400.00	GJS
Service	09/16/2025	DIR Email re: Investigation	0.30	\$800.00	\$240.00	SJS
Service	09/16/2025	Call with Plaintiff	0.30	\$800.00	\$240.00	SJS
Service	09/23/2025	Attorney Meeting	0.50	\$800.00	\$400.00	SJS
Service	09/23/2025	Attorney Meeting	0.50	\$800.00	\$400.00	GJS
Service	09/24/2025	DIR Email re: Investigation	0.20	\$800.00	\$160.00	SJS
Service	09/24/2025	DIR Email re: Investigation	0.40	\$800.00	\$320.00	SJS
Service	09/24/2025	Call with Plaintiff	0.30	\$800.00	\$240.00	SJS
Service	09/24/2025	Call with Plaintiff	0.30	\$800.00	\$240.00	SJS
Service	09/29/2025	DIR Email re: Investigation	0.40	\$800.00	\$320.00	SJS
Service	09/29/2025	Call with Plaintiff	0.30	\$800.00	\$240.00	SJS
Service	09/30/2025	Attorney Meeting	0.50	\$800.00	\$400.00	SJS
Service	09/30/2025	Attorney Meeting	0.50	\$800.00	\$400.00	GJS
Service	10/02/2025	DIR Email re: Investigation	0.20	\$800.00	\$160.00	SJS
Service	10/02/2025	DIR Email re: Investigation	0.20	\$800.00	\$160.00	SJS
Service	10/02/2025	Call with Plaintiff	0.20	\$800.00	\$160.00	SJS
Service	10/02/2025	Call with Plaintiff	0.20	\$800.00	\$160.00	SJS
Service	10/07/2025	Attorney Meeting	0.50	\$800.00	\$400.00	SJS
Service	10/07/2025	Attorney Meeting	0.50	\$800.00	\$400.00	GJS
Service	10/09/2025	Draft Opposition to Petition to Coordinate	3.30	\$800.00	\$2,640.00	SJS
Service	10/09/2025	Call with Plaintiff	0.20	\$800.00	\$160.00	SJS
Service	10/10/2025	Email Defense Counsel	0.40	\$800.00	\$320.00	SJS
Service	10/10/2025	Call with Plaintiff	0.20	\$800.00	\$160.00	SJS
Service	10/21/2025	Attorney Meeting	0.50	\$800.00	\$400.00	SJS
Service	10/21/2025	Attorney Meeting	0.50	\$800.00	\$400.00	GJS
Service	10/21/2025	Email Defense Counsel	0.40	\$800.00	\$320.00	SJS
Service	10/28/2025	Attorney Meeting	0.50	\$800.00	\$400.00	SJS
Service	10/28/2025	Attorney Meeting	0.50	\$800.00	\$400.00	GJS
Service	10/29/2025	Email Defense Counsel	0.40	\$800.00	\$320.00	SJS
Service	11/04/2025	Attorney Meeting	0.50	\$800.00	\$400.00	SJS
Service	11/04/2025	Attorney Meeting	0.50	\$800.00	\$400.00	GJS
Service	11/12/2025	Email Defense Counsel	0.20	\$800.00	\$160.00	SJS
Service	11/15/2025	Review Motion to Leave to Intervene	2.10	\$800.00	\$1,680.00	SJS

Service	11/17/2025	DIR Email re: Investigation	0.20	\$800.00	\$160.00	SJS
Service	11/17/2025	Email Defense Counsel	0.20	\$800.00	\$160.00	SJS
Service	11/18/2025	Attorney Meeting	0.50	\$800.00	\$400.00	SJS
Service	11/18/2025	Attorney Meeting	0.50	\$800.00	\$400.00	GJS
Service	11/18/2025	Review Antonia Rodriguez's Second Motion to Intervene	1.70	\$800.00	\$1,360.00	SJS
Service	11/21/2025	Email Defense Counsel	0.20	\$800.00	\$160.00	SJS
Service	11/24/2025	Draft Supplemental Declaration ISO Motion for Approval of Settlement	2.70	\$800.00	\$2,160.00	SJS

Total \$758,240.00

Detailed Statement of Account

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
322	12/24/2025	\$758,240.00	\$0.00	\$758,240.00
Outstanding Balance				\$758,240.00
Total Amount Outstanding				\$758,240.00

Please make all amounts payable to: Solouki & Savoy, LLP

Please pay within 30 days.

EXHIBIT “4”

Signature Resolution, LLC
633 W. 5th Street, Suite 1000
Los Angeles, CA 90071
(213) 622-1002
[Click here to pay](#)



BILL TO

Grant J. Savoy, Esq.
Shoham J. Solouki, Esq.
SOLOUKI & SAVOY, LLP
316 West 2nd Street
Suite 1200
Los Angeles, CA 90012

Invoice No. PR58381
Invoice Date 04/30/25
Due Date 05/02/25

Invoice for: Joaquin Torres

CASE INFO

Case Name: Torres v. GMRI, Inc.
Neutral: Scott Slater Markus, Esq.

DATE	DESCRIPTION	FEE SPLIT	QTY/HOURS	RATE	AMOUNT
05/23/25	One-Time Administrative Fee	100%	1.00	\$750.00	\$750.00
05/23/25	Class Action/PAGA Full Day Rate Mediation Hearing (8.0 hours hearing, 4.0 hours prep)	50%	1.00	\$15,000.00	\$7,500.00

BALANCE DUE \$8,250.00
Due Date 05/02/25

Pay via credit card or ACH on [SR Global](#).

A non-refundable convenience fee of 1.5% is charged for all card payments. Alternatives to card payments include ACH, check, or wire transfer. For more information, contact the SR accounting team at (213) 622-1002.

Make checks payable to Signature Resolution, LLC.
633 W. 5th Street, Suite 1000
Los Angeles, CA 90071

Tax ID number: 82-2623581

CONTINUANCE & CANCELLATION INFORMATION

Last day to cancel or reschedule is April 30, 2025.

Please note that the parties are responsible for time reserved. Unused hours are not refundable.

EXHIBIT “5”



31 CHATEL DR
LITTLE ROCK, AR 72223
501-366-4164
JT@JTCalcs.com

November 24, 2025

Invoice #251120
Due Upon Receipt

Shoham Solouki Esq.
SOLOUKI | SAVOY
314 W. Second Street, Suite 1200
Los Angeles, CA 90012

Re: Invoice #251120 GMRI

This billing is related to effort performed in support of the GMRI matter.

Activities Include

- Consolidate and correct data formats for the original production
- Consolidate and correct data formats for the supplemental production
- Analysis of punch records focused on shift stratification and meal break violations
- Provide analysis for Olive Garden and group remaining location data
- Create meal break violation schedule based on location
- Determine if meal premium payments are present
- Calculate pay rates

Damager Categories

- PAGA - 8 Codes

Total Hours	19.75
Hourly Rate	\$230.00
Total Due	<u>\$4,542.50</u>

Check should be made payable to JTC Corporation and mailed to:

31 Chatel Dr
Little Rock, AR 72223

If you have any questions related to this billing please give me a call
Thank You
James Toney "JT"

EXHIBIT “6”

INVOICE

IP Consulting
1032 W 2nd St,
San Pedro, CA 90731

DATE
OCTOBER 21, 2025

INVOICE NO.
2257

BILL TO

Grant Savoy, Esq.
Solouki and Savoy, LLP
316 W. 2nd Street, Suite 1200
Los Angeles, CA 90012
info@soloukisavoy.com
Saldivar Torres v. GMRI, Inc.

DESCRIPTION	QTY	UNIT PRICE	TOTAL
New File Administrative Fee	1	250	250.00
Class List Investigation	14	250	3,500.00
Questionnaire Development	6	250	1,500.00
			0.00
			0.00
SUBTOTAL			5,250.00
DISCOUNT			0.00

Total \$ 5,250.00

EXHIBIT “7”