

SOLOUKI | SAVOY, LLP
SHOHAM J. SOLOUKI (SBN 278538)
GRANT JOSEPH SAVOY (SBN 284077)
316 W. 2nd Street, Suite 1200
Los Angeles, California 90012
Telephone: (213) 814-4940
Facsimile: (213) 814-2550

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]

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 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. (See **Exhibit 1**).

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 (See **Exhibit 2**).

13 8. On or about May 23, 2025, the Parties attended a full-day mediation before
14 esteemed mediator Scott Slater Markus, Esq. In preparation for mediation, the Parties exchanged
15 various documents and information including wage and hour policies used by Defendant during
16 the PAGA Period, time keeping and payroll information for Plaintiff, time keeping and payroll
17 information for PAGA Employees for the entire PAGA Period, and other information important
18 for mediation (i.e., workweek information for the PAGA Period, employee counts, total number of
19 current and former employees). During this process Plaintiff's Counsel analyzed, researched, and
20 investigated the potential issues, including matters related to the calculation of PAGA damages,
21 interviews of the named Plaintiff and many other PAGA Employees, potential trial management
22 issues, and appellate issues and risks.

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

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

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

12. Now, the Parties have entered into a written long form agreement, the Stipulation of Private Attorneys General Act Settlement and Release (the “Settlement” or “Settlement Agreement”). (See Exhibit 4).

13. As part of the agreement reached with the Settlement, on June 23, 2025 Plaintiff submitted a second amended letter to the LWDA to notify the LWDA pursuant to PAGA of Plaintiff’s intent to seek civil penalties under PAGA for violations of Labor Code. This new notice clarified the claims. (See Exhibit 3).

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

THE SETTLEMENT IS FAIR, JUST AND REASONABLE

15. To assist the Court with determining if the proposed settlement is within a range that is fair, reasonable, and adequate, Plaintiff’s Counsel analyzed the value of the plead allegations. As stated above, the settlement was reached only after exchanging discovery prior and conducting legal analyses of both Plaintiff’s and Defendant’s theories. Plaintiff’s Counsel reviewed a sampling of time records for PAGA Employees from June 6,

2017 to September 30, 2025. Defendant also confirmed that at the time of mediation there were approximately seventy thousand sixty-two (70,062) PAGA Employees who worked a total of three million, nine hundred and twenty thousand eight hundred forty-five (3,920,845) PAGA Pay Periods, during the Settlement Period. "PAGA Employees" means Plaintiff and all other individuals who worked for GMRI in the State of California in a non-exempt position at a Yard House, Olive Garden, Eddie V's Prime Seafood Restaurant, Seasons 52, The Capital Grille, Ruth's Chris Steak House and/or LongHorn Steakhouse restaurant, in California, during the applicable Settlement Period, based on GMRI's records." "Settlement Period" means the following time periods for each California restaurant brand at which GMRI employs PAGA Employees:

- Olive Garden: June 6, 2017, through September 30, 2025
- Yard House: June 14, 2022, through September 30, 2025
- Eddie V's Prime Seafood Restaurant: November 6, 2019, through September 30, 2025
- Seasons 52: November 6, 2019, through September 30, 2025
- The Capital Grille: November 6, 2019, through September 30, 2025
- LongHorn Steakhouse: November 6, 2019, through September 30, 2025
- Ruth's Chris Steak House: October 9, 2024, through September 30, 2025

16. Each claim was separately analyzed for the purpose of determining the fairness and reasonableness of the settlement, as follows:

17. **Failure to Pay Unpaid Wages, Including Minimum Wage, and Overtime pursuant to Labor Code Sections 200, 218.6, 225.5, 226.2, 226.3, 510, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, and 1199:** Plaintiff alleged that Defendant instituted and maintained a practice whereby employees were to get ready for work while off-the-clock; both before and after shifts. PAGA Employees would be forced to arrive to work 5 minutes prior to the start of their scheduled shift in order to store their belongings, get work materials, and present for the start of their shift. The same would occur after their shift ended, usually putting items away before

1 leaving, for another 5 minutes of uncompensated time per shift. At an average of 10 minutes of
2 unpaid off-the-clock time spent by PAGA Employees donning and doffing each workday.

3 18. However, this claim is not supported well by documentary evidence. The
4 sample of data provided by Defendant in advance of the mediation was analyzed by our
5 expert and only minor violations of pay were found. Further, Defendant's policies expressly
6 prohibit any work being done off the clock and that all work performed would be paid based
7 on the timekeeping systems in place.

8 19. At all times covered by Plaintiff's claims, Defendant maintained a
9 timekeeping policy that prohibited employees from working off the clock and that warned
10 managers that they would be terminated if they required or permitted employees to work off
11 the clock. The Defendant produced evidence that it trained all of its employees about its
12 expectation that they accurately record all of their work time and that it required managers to
13 "commit" to following the Defendant's policies regarding paying for all hours worked a
14 regular basis. Defendant's records confirmed that it provided a timekeeping system for
15 employees to record all hours worked, and that Defendant paid employees to the minute,
16 without rounding any time entries. Defendant also required employees to certify at the end of
17 every shift whether their time records were accurate. Defendant's wage records confirmed
18 that Defendant had in fact paid employees for all of the time they worked. For these reasons,
19 Defendant argued there were significant defenses to the unpaid wages claims which
20 warranted at least a 90-95% discount.

21 20. After taking into account Defendant's arguments, Plaintiffs assess that the
22 violation rate for unpaid wages is 1%. This amounts to a maximum of 39,208 (3,920,845
23 total pay periods x .01 violation rate) PAGA Pay Periods where a penalty may be due,
24 totaling \$3,920,845.00 (39,208 x \$100 penalty per pay period) in maximum PAGA penalties
25 for unpaid wages.

26 21. **Failure to Provide All Meal Periods pursuant to Labor Code sections**
27 **226.7, 512, 512(a), and 1198**: Plaintiff also alleged that he and other PAGA Employees
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1 were sometimes not given the opportunity to take full uninterrupted 30 minute meal periods
2 because Defendant's business was so fast paced. Upon analysis of the sample data, our
3 expert found a total meal period violation rate of 4.5%, which was reduced to 4.1% when
4 eliminating duplicate violations per shift. Further, our expert found that 3% of the shifts with
5 meal period violations, Defendant paid a meal period premium to the employee. This further
6 reduced the net violation rate to 1.1%. This amounts to a maximum of 43,129 (3,920,845
7 total pay periods x .011 net violation rate) PAGA Pay Periods where a penalty may be due,
8 totaling \$4,312,929.00 (43,129 x \$100 penalty per pay period) in maximum PAGA penalties.

9 22. Defendant produced copies of its meal period policy for each restaurant in
10 effect during the relevant time periods. The policies complied with California law and
11 specifically informed employees they should not perform work during their meal periods and
12 that they should report to any one of several managers if they were ever asked to perform
13 work during their meal periods. The policies also stated that managers would be disciplined
14 if they required employees to perform work while clocked out for a meal period. Defendant
15 had a practice to automatically pay a meal period premium any time an employee recorded a
16 non-compliant meal period. Defendant's time records confirmed that its employees recorded
17 compliant meal periods for the vast majority of the shifts at issue, and that Defendant paid
18 meal period premiums on a regular basis. While Plaintiff contended that Defendant had
19 failed to pay a meal period premium for every non-compliant meal period punch, Defendant
20 contended that any unpaid premiums were attributable to either shifts where an employee
21 had waived the meal period or shifts where employees took a meal period immediately after
22 starting a shift.

23 23. Accordingly, Plaintiff had to account for Defendant's evidence that it had a
24 written policies in place that complied with California law and whether it could establish that
25 employees were aware of the policy and when a meal wasn't shown in the time records as
26 being taken or was taken untimely, it was the employees' choice rather than pursuant to
27 Defendant's policies.

1 24. **Failure to Provide All Rest Periods pursuant to Labor Code sections 226.7**
2 **and 1198:** Similar to the meal period violations, Plaintiff alleged that Defendant sometimes
3 failed to provide rest periods at legally complaint intervals of every four hours worked or
4 “major fraction” thereof and/or failed to provide rest periods that were at a net 10-mintues or
5 duty-free. Counsel did also do substantial interviews with employees who claimed they did
6 not get their full rest breaks.

7 25. Defendant produced copies of its rest period policy for each restaurant in
8 effect during the relevant time periods. The policies complied with California law and
9 specifically informed employees they should not perform work during their rest periods and
10 that they should report to any one of several managers if they were ever asked to perform
11 work during their rest periods. The policies also stated that managers would be disciplined if
12 they required employees to perform work while taking a rest period. Defendant had a
13 practice to automatically pay a rest period premium any time an employee reported that s/he
14 did not take a rest period. More specifically, Defendant asked employees at the end of each
15 shift whether they took each of the rest breaks required for their shift, i.e., if any employee
16 worked 4 hours, the system asked if they took their first rest break; if an employee worked 7
17 hours, the system separately asked whether they took their first rest break and then asked
18 whether they took their second rest break; etc. Defendant automatically paid a rest break
19 premium any time an employee answered “no” to one of these prompts. Defendants records
20 showed that employees confirmed that they had taken all required rest breaks the vast
21 majority of the time. Since PAGA Employees did not clock in or out for rest breaks, any
22 potential violation is difficult to track; especially where, as here, Defendant had a legally
23 compliant rest period policy during the relevant period. Defendant also provided Plaintiff
24 and other PAGA Employees a policy acknowledgement informing them of their rights to
25 take compliant rest periods. Further, Defendant contended that rest breaks are scheduled and
26 taken by employees in groups, and that if an employee did not take a rest period, it was the
27 employee’s choice rather than pursuant to Defendant’s practices or policies. Defendant also
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1 raised the fact that California law did not require recording of rest breaks and, therefore,
2 Defendant's time records could not be used as evidence of rest break violations or to
3 calculate damages.

4 26. Thus, the maximum value should be adjusted to reflect Defendant's defenses
5 and the risks involved in proving the rest period claim in light of the fact that there are no
6 records. Similar to meal periods, Plaintiff attributes a maximum 1% violation rate to rest
7 period penalties. This amounts to 39,208 (3,920,845 total pay periods x .01 violation rate)
8 PAGA Pay Periods where a penalty may be due, totaling \$3,920,845.00 (39,208 x \$100
9 penalty per pay period) in maximum PAGA penalties for noncompliant rest breaks.

10 27. **Failure to Pay Wages at Regular Rate of Pay pursuant to Labor Code**
11 **sections 226.7, 227.3, 246, 510, and 1198:** Plaintiff also alleges that Defendant failed to
12 pay overtime and/or double time wages, meal period and/or rest break premiums, sick leave
13 wages, reporting time pay, and final vacation wages, at the applicable regular rate of pay.

14 28. Plaintiff claims that Defendant paid some employees incentive compensation
15 but failed to properly incorporate such incentive compensation into the regular rate
16 calculations. Analysis of time and pay data demonstrated that in ½ of one percent of all pay
17 periods, this occurred and could potentially lead to a PAGA penalty. Defendant responded to
18 these allegations by again pointing to its policies, which are facially complaint in this regard.
19 Further, Defendant maintained that most incentive compensation paid to PCMs were
20 discretionary and that any non-discretionary incentive compensation were accounted for in
21 their calculation of the regular rate of pay for Plaintiff and PCMs.

22 29. Nonetheless, Plaintiff attributes a .5% violation rate to regular rate calculation
23 violations. This amounts to a maximum of 19,604 (3,920,845 total pay periods x .0005
24 violation rate) PAGA Pay Periods where a penalty may be due, totaling \$1,960,400.00
25 (19,604 x \$100 penalty per pay period) in maximum PAGA penalties for failing to properly
26 calculate and pay at the regular rate of pay.

1 30. **Wage Statement and Record Keeping Penalties pursuant to Labor Code**
2 **Sections 226, 226(a), 226(c), 1174, 1174(d), 1174.5, 1175, and 1198.5:** Plaintiff alleged
3 that due to Defendant's general practices, failure to pay regular wages, overtime wages, and
4 break premiums, Defendant failed to provide PAGA Employees accurate wage statements in
5 accordance with the California Labor Code. The penalty for a violation of section 226 is a
6 civil penalty in the amount of \$250 per employee per violation in an initial citation and
7 \$1,000 per employee for each violation in a subsequent citation. (Labor Code § 226.3).
8 Plaintiff's analysis of the sample data did not find facial deficiencies with wage statements.

9 31. This violation was subject also to the defenses for the unpaid wages and meal
10 period and rest period violations because it was derivative of those claims. In addition,
11 Defendant argued that there was a good faith dispute regarding whether meal period and rest
12 period premiums were owed, and thus, a good faith dispute regarding whether there was a
13 wage statement violation. Defendant also maintained that it had a policy to maintain records
14 for the amount(s) of time required by law. After taking into account Defendant's arguments,
15 Plaintiff assesses that the violation rate for unpaid wages is 1%. This amounts to 39,208
16 (3,920,845 total pay periods x .01 net violation rate) PAGA Pay Periods where a penalty is
17 due, totaling \$3,920,845.00 (39,208 x \$100 penalty per pay period) in maximum PAGA
18 penalties for wage statements.

19 32. **Waiting Time Civil Penalties for Violation of Labor Code sections 200,**
20 **201, 202, 203, 204, 210, 227.3, and 246:** Plaintiff and PAGA Employees alleged that
21 because Defendant's failed to timely pay wages during and at the conclusion of employment,
22 The PAGA Employees were entitled to recover civil penalties for violations of the Labor
23 code sections listed immediately above. Defendant's written policies all require that
24 employees be paid all wages due, including unpaid vacation pay and other wages,
25 immediately upon termination or within 72 hours of an employee quitting. Defendant also
26 argued that there was a good faith dispute about whether the alleged unpaid wages were
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1 actually owed, and therefore it did not willfully fail to pay wages due at termination and
2 therefore it did not violate Labor Code §203.

3 33. In line with the underlying claims, Plaintiff assesses that the violation rate for
4 waiting time penalties is at the most 1%. This amounts to 39,208 (3,920,845 total pay
5 periods x .01 violation rate) PAGA Pay Periods where a penalty may be due, totaling
6 \$3,920,845.00 (39,208 x \$100 penalty per pay period) in maximum PAGA penalties for this
7 claim.

8 34. **Failure to Indemnify for Work related Expenses pursuant to Labor Code**
9 **Sections 2800, 2802, and 2802(a):** Plaintiff and other PAGA Employees further alleged that
10 due to Defendant's policies, were not reimbursed for gloves they would need for use in the
11 kitchen. Plaintiff and other PAGA Employees also alleged that they were not reimbursed for
12 uniforms, and personal cell phone usage. Many of the PAGA Employees claimed this to be
13 the case.

14 35. Again, Defendant pointed to its policy manuals as a defense for this claim.
15 The policies clearly state that any work-related expenses would be reimbursed. Defendant
16 firmly maintained that if any expense was not reimbursed, it was because Defendant was not
17 aware of the item PAGA Employees claimed they purchased for use at work. Defendant
18 further argued that there was no reason any of its employees would be required to use their
19 personal cell phones to perform their duties. Indeed, some of Defendant's policies
20 specifically required that personal cell phones not be visible and be set to "silent" mode.
21 However, even if an employee was required to use a personal cell phone for a work-related
22 reason, Defendant had an expense reimbursement policy. Defendant also argued that its
23 dress code policy did not constitute a "uniform" under California law. Defendant asked its
24 employees to wear basic, wash-and-wear clothing common in the restaurant industry.
25 Finally, Defendant argued there was no need for its employees to incur travel expenses, but
26 to the extent any employee did so, s/he could have submitted a request for reimbursement
27 pursuant to Defendant's policy.
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1 36. Nonetheless, Plaintiff assesses that the maximum violation rate for
2 unreimbursed expenses is 1%. This amounts to 39,208 (3,920,845 total pay periods x .01
3 violation rate) PAGA Pay Periods where a penalty is due, totaling \$3,920,845 (39,208 x
4 \$100 penalty per pay period) in maximum PAGA penalties for this claim.

5 37. **Implementation of Unlawful Agreements pursuant to Labor Code**
6 **Sections 206.5, 226.8, 403, 404, 432.5, 432.6, 432.6(a), 432.6(c), and 1102.5:** Plaintiff
7 contended that Defendant required employees to enter into and sign agreements that were
8 unlawful, including agreements to release wages and unlawful arbitration agreements.
9 Defendants contended that their arbitration agreements were regularly enforced and did not
10 require its employees to release wages that were due. Plaintiff conducted research about
11 other recent cases against Defendant and confirmed that, while the enforceability of
12 Defendant's arbitration agreements is regularly litigated, numerous courts have enforced
13 Defendant's arbitration agreements. Plaintiff assesses no PAGA penalties to this claim.

14 38. **Violations of Day of Rest pursuant to Labor Code Sections 551, 552, and**
15 **558:** Plaintiff contended that Defendant required him and other PAGA Employees to work
16 all seven (7) days of a work week in violation of Labor Code sections 551 and 552. In
17 analyzing the time and pay data here, Plaintiff's expert found that in only .02% of the pay
18 periods, an employee worked all seven days of a particular work week. The fact that an
19 employee worked all seven days of a workweek alone, does not represent a violation of the
20 law. Plaintiff would further need to prove that Defendant required its employees to work all
21 seven days of a workweek, an offer of proof that would turn on individualized facts and
22 circumstances. However, even assuming the time records alone represent a violation, the
23 exposure presented by this claim is 39,208 (3,920,845 total pay periods x .002 net violation
24 rate) PAGA Pay Periods where a penalty is due, totaling \$784,169.00 (7,842 x \$100 penalty
25 per pay period) in maximum PAGA penalties for this claim.

39. Defendant contended that it does not schedule or require employees to work seven days of a work week, and to the extent that ever happened, it was because an employee decided to trade shifts or work additional days.

40. Further, this claim would require individual assessment of claims, which would be difficult to manage in a representative action.

41. **California Private Attorney General Act (PAGA) Penalties:** Plaintiff and PAGA Employees maintained that Defendant had committed certain California Labor Code violations, subjecting them to penalties under the 2004 California Private Attorney General Act. At the time of mediation Plaintiff determined, based on the information provided by Defendant, that there were a total of 70,062 PAGA Employees who worked 3,920,845 pay periods in the PAGA recovery period. As summarized below, Plaintiff determined there are a maximum potential of \$26,661,723.00 in PAGA penalties:

Labor Code Violation Leading to Potential PAGA Penalties	Maximum Penalty Amount
Failure to Pay Unpaid Wages, Including Minimum Wage, and Overtime pursuant to Labor Code Sections 200, 218.6, 225.5, 226.2, 226.3, 510, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, and 1199	\$3,920,845.00
Failure to Provide All Meal Periods pursuant to Labor Code sections 226.7, 512, 512(a), and 1198	\$4,312,929.00
Failure to Provide All Rest Periods pursuant to Labor Code sections 226.7 and 1198	\$3,920,845.00
Failure to Pay Wages at Regular Rate of Pay pursuant to Labor Code sections 226.7, 227.3, 246, 510, and 1198	\$1,960,400.00 ¹
Wage Statement and Record Keeping Penalties pursuant to Labor Code Sections 226, 226(a), 226(c), 1174, 1174(d), 1174.5, 1175, and 1198.5	\$3,920,845.00 ¹
Waiting Time Civil Penalties for Violation of Labor Code sections 200, 201, 202, 203, 204, 210, 227.3, and 246	\$3,920,845.00
Failure to Indemnify for Work related Expenses pursuant to Labor Code Sections 2800, 2802, and 2802(a)	\$3,920,845.00
Implementation of Unlawful Agreements pursuant to Labor Code Sections 206.5, 226.8, 403, 404, 432.5, 432.6, 432.6(a), 432.6(c), and 1102.5	\$0.00
Violations of Day of Rest pursuant to Labor Code Sections 551, 552, and	\$784,169.00

¹ This exposure is overlapping and partially duplicative of penalties for unpaid wages, meal period premiums, and rest period premiums.

558

TOTAL:

\$26,661,723.00

42. Plaintiff alleges that there was one compensable penalty per 6.8% of all unique pay periods, totaling a maximum of \$26,661,723.00 in PAGA penalties when stacking penalties for multiple claims (.068 violation rate x 3,920,845 pay periods x \$100 penalty). Plaintiff and PAGA Employees maintained that Defendant's nonpayment of wages, nonpayment of break premiums, failing to properly calculate and pay at the regular rate of pay, and failure to accurately record-keep were all violations of the California Labor Code that subjected Defendant to PAGA penalties.

43. Based on the violations above Plaintiff calculated that the total potential exposure without interest, attorney fees and costs was \$26,661,723.00. However, applying further significant discounts for the risks associated with the action (including but not limited to, the Court finding the action is unmanageable, the risk that the Court exercises its discretion to lower the penalties awarded and/or disallow stacking of penalties, the risk of losing at trial) and applying further discounts for Defendant's evidence of compliance with some sections of the California Labor Code this Total Settlement Amount of Three Million, Eight-Hundred-Eighty Thousand Dollars, and Zero Cents (\$3,880,000.00) is within a reasonable range, especially considering the defenses Defendant raised.

44. Moreover, the proposed Settlement, even with deductions, provides a substantial sum to the PAGA Employees. The Settlement secured by Plaintiff and the PAGA Employees here amounting to Three Million, Eight-Hundred-Eighty Thousand Dollars and Zero Cents (\$3,880,000.00) is greater than other PAGA penalty awards approved by California state courts, which often range from \$7,500.00 to \$5,350.00 for PAGA claims impacting hundreds or thousands of individuals, resulting in much lower PAGA penalty payments on a per capita basis. *See, e.g., Penaloza v. PPG Industries Inc.*, Case No. BC471369, 2013 WL 2917624 at *2 (Super. Ct. L.A. County, May 20, 2013) (approving PAGA penalties of \$5,000.00 to class of 667 members); *Cabrera v. Advantage Sale & Marketing, LLC*, Case

1 No. BC485259, 2013 WL 1182822 (Super. Ct. L.A. County, March 12, 2013) (approving
2 PAGA penalties of \$10,000.00 for class of approximately 3,000 members).

3 45. Defendant also argued that PAGA penalties would be limited. Defendant
4 noted that the three Plaintiffs who had filed the earliest PAGA action against GRMI had
5 each lost their claims: one abandoned her claims on the eve of trial and the other two lost
6 their claims in arbitration. Defendant argued that even if Plaintiff prevailed, the recoverable
7 penalties under PAGA are minimal because Defendant has an expansive compliance
8 program and because courts that have considered the issue have refused to “stack” PAGA
9 penalties. See *Carrington v. Starbucks Corporation* (Cal. Ct. App. Nov. 27, 2018) No.
10 D072392 (published Dec. 19, 2018) (approving PAGA penalty reduction to \$5.00 per pay
11 period); accord *Atempa v. Pedrazzani* (2018) 27 Cal.App.5th 809. Moreover, Defendant
12 argued that Plaintiff and the PAGA Employees are not entitled to recover PAGA penalties at
13 the subsequent violation rate of \$200.00 per pay period. California’s appellate courts have
14 held that “[u]ntil the employer has been notified that it is violating a Labor Code provision
15 (whether or not the commissioner or court chooses to impose penalties), the employer cannot
16 be presumed to be aware [of the violation]” and therefore, until a Court or the Commissioner
17 issues a finding of a violation, the initial \$100.00 violation rate applies for each pay period
18 in which the alleged violation occurred. *Amaral v. Cintas Corp. No. 2* (2008) 163
19 Cal.App.4th 1157, 1209; accord *Amalgamated Transit Union Local 1309 v. Laidlaw Transit*
20 *Service, Inc.* (S.D. Cal. Aug. 10, 2009) 2009 WL 2448430, at *9 (“[u]nder California law,
21 courts have held that employers are not subject to heightened penalties for subsequent
22 violations unless and until a court or commissioner notifies the employer that it is in
23 violation of the Labor Code”)

24 46. Thus, Defendant argued that even if the Plaintiff and the PAGA Employees
25 were able to establish any violation of the Labor Code, the PAGA penalties assessed for
26 these violations will be computed at the \$100.00 rate, as opposed to the \$200.00 per pay
27
28

1 period rate at maximum, and there is a likelihood that a further reduction of the penalty
2 given Defendant's compliance with the Labor Code as discussed above.

3 47. In light of those arguments, Plaintiff concluded that Defendant's maximum
4 exposure is could actually be \$19,604,225. This assumes that there was a PAGA violation in
5 every one of the pay periods at issue, which is far from the situation here because the rates
6 result in much lower penalties. Defendant's evidence and data reflected an extraordinarily
7 high compliance rate.

8 48. There are even further risks if the case proceeded to trial, including a complete
9 defense verdict, or that the Court could award significantly less penalties than are statutorily
10 prescribed due to Defendant's good faith conduct and compliant employment policies.
11 Finally, public policy strongly favors the settlement of litigation. *Consumer Advocacy Group*
12 *v. Kintetsu Enterprises of America* (2006) 141 Cal.App.4th 46, 63. Because the proposed
13 Settlement is neither unjust nor ignores the public interest, it should be approved.

14 49. Plaintiff also compared this settlement to other recent cases where Plaintiff's
15 counsel represented employees, and a PAGA settlement was reached. These representative
16 cases were deemed fair and reasonable by California Courts and further support the
17 reasonableness of this Settlement. For example, the three plaintiffs who filed the first PAGA
18 action against Defendant each lost their individual

19 50. In the matter of *Torrez v. Del Taco, LLC* (Alameda County Case No.
20 JCCP4904) (the "Del Taco Matter"), the Court granted final approval of a class and PAGA
21 settlement in the Amount of \$50,000,000 on August 8, 2023. The settlement in the Del Taco
22 Matter allocated \$2,000,000 to PAGA penalties. The PAGA Pay Periods at issue in Del Taco
23 Matter totaled 2,692,953, amounting, to a per pay period PAGA penalty of approximately
24 \$0.74. This is a less than the per pay period PAGA penalty in this matter. This demonstrates
25 that the settlement in this matter is fair and reasonable.

26 51. More recently, on March 21, 2025 Hon. Randall J. Sherman of the Orange
27 County Superior Court finally approved a settlement in the matter of *Rodolfo Gaona Cruz, et*
28

1 *al v. SA Recycling LLC* (Orange County Case No. 30-2021-01218757-CU-OE-CXC) (the
2 “SA Recycling Matter”). The settlement in the SA Recycling Matter allocated \$40,000 to
3 PAGA penalties. The PAGA Pay Periods at issue in SA Recycling Matter totaled 195,233,
4 amounting to a per pay period PAGA penalty of approximately \$0.21. This is a less than a
5 quarter of the per pay period PAGA penalty in this matter. This further demonstrates that the
6 settlement in this matter is fair and reasonable.

7 52. Similarly, in the matter of *Watson v. GMRI* (Placer County Case No. S-CV-
8 0047042) (the “Watson Matter”), in 2022 Defendant reached a PAGA settlement involving
9 non-exempt employees at its Yard House restaurants in California. The Watson Matter
10 involved nearly 7,400 employees and 241,910 pay periods, and the \$350,000 settlement in
11 that case was equivalent to \$1.44 per pay period.

12 53. Accordingly, the Total Settlement Amount is highly reasonable in light of the
13 risks and uncertainties associated with the PAGA claims in this case. The Settlement
14 commits Defendant to pay a sum large enough to punish Defendant for alleged violations
15 and to deter such alleged conduct in the future. At the same time, in light of the alleged
16 violations and defenses thereto, it is not so large as to be unjust, oppressive or confiscatory.
17 Based upon the foregoing, the proposed Settlement is fair, reasonable, and in the best
18 interest of the state of California and the PAGA Employees.

19 54. Practically speaking, if Plaintiff and other PAGA Employees continued
20 litigating this matter, Plaintiff and other PAGA Employees and the LWDA potentially could
21 have received nothing if the Court had agreed with Defendant’s position especially in light
22 of the volatility of this area of law, the aforementioned defenses. The Settlement is
23 reasonable in light of the risks involved in this case—including the prospect of a potential
24 adverse summary adjudication ruling, defenses to the case, potential appeal, and potential
25 costs which could be forced on our client if Plaintiff and other PAGA Employees were not
26 successful.

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

EXPERIENCE OF COUNSEL

56. I received a B. S. in Business Information Systems in 2007 from California State University Northridge. I received my J.D. from Southwestern University School of Law in 2011. I became an Active Member of the State Bar of California in 2011, and have been an Active Member in good standing continuously since then. I have been practicing as a litigation attorney in Los Angeles since 2011, and have been concentrating on employment litigation since approximately that time.

57. In 2012, I founded Solouki | Savoy, LLP. Since 2012, I have been heavily, successfully, and continuously involved in active litigation and trial work, including extensive work in employment litigation and wage and hour class actions.

58. Solouki | Savoy, LLP is a three (3) attorney law firm that is actively and continuously practicing in employment litigation, representing entirely employee Plaintiff, in both individual and class actions, in this Superior Court, and other Superior Courts throughout the State, in the Court of Appeal, and in various Federal courts.

59. My office is qualified to handle this litigation because we are experienced in litigating Labor Code violations in both individual and class action cases. Solouki | Savoy, LLP has handled, and is currently handling numerous wage and hour class action lawsuits.

1 Over the course of my career, I have been involved in many class action settlements, with
2 some of them settling in the seven and eight figure range.

3 60. Of the attorneys at Solouki |Savoy, LLP, I am the attorney with the most active
4 trial and pretrial calendar. I personally represented clients in numerous wage and hour class
5 action lawsuits that settled with recovery per class member being in a similar range to the
6 settlement agreement in the instant case.

7 61. Since 2012, I have been heavily, continuously, and successfully involved in
8 active litigation and trial work, including extensive work in employment litigation and wage
9 and hour class actions. I have also been appointed class counsel in

10 62. many wage and hour class action cases with contested certification
11 proceedings. My work has led me to be recognized as a Southern California Super Lawyer
12 Rising Star from 2017-2023, and a Super Lawyer in 2024 and 2025.

13 63. In addition to the instant class action, I am personally handling, or have
14 handled, litigation in the following ERISA, wage and hour class actions and/or Private
15 Attorney General Act representative actions, without limitation:

- 16 • *Magdalena Chavez, et al. v. Del Taco, LLC* – Riverside Superior Court Case
17 No. RIC1512246 (Settled for \$50,000,000);
- 18 • *Darcel Celeste Navarrette and Elizabeth Quiroga Carrero v. Interstate*
19 *Management Company, LLC* – Madera County Superior Court Case No.
20 MCV087491 (Settled for \$2,000,000);
- 21 • *Laudy Rodriguez, et al v. Adir International, LLC, et al* – Los Angeles Superior
22 Court Case No. 19STCV20874 (Settled for \$1,750,000);
- 23 • *Nuvia Barragan, et al. v. ACE Cash Express* – Central District of California
24 Court Case No. 2:21-CV-08021-SB (MRWx) (Settled for \$875,000);
- 25 • *Uriel Vazquez Cabrera, et al v. Wish Farms, CA LLC, et al.* – Monterey County
26 Superior Court Court Case No. 21CV002491 (Settled for \$900,000);
- 27 • *Christian Michael Spencer-Rochester v. Fisher Sand & Gravel Co., et al.,* - Los
28

1 Angeles Superior Court, Case No. 23STCV26253 (Settled for \$1,500,000);
2 • *Franco, et al. v. Burrtec Waste Industries, Inc., et al.* – Riverside Superior
3 Court Case No. RIC1820321 (Settlement for \$3,577,000);
4 • *Jaime Oswaldo Arevalo, et al v. National Signal, LLC, et al* – Orange County
5 Superior Court Case No. 30-2024-01382811-CU-OE-CXC (Settled for \$460,000);
6 • *Cruz, et al. v. SA Recycling, LLC, et al.* – Orange County Superior Court Case
7 No. 30-2021-01218757-CU-OE-CXC (Settlement for \$3,577,000);
8 • *Fabian Hernandez, et al v. DSJ West, Inc.* – Los Angeles Superior Court Case
9 No. BC538435 (Settlement for \$4,575,000);
10 • *Francisco Ramirez v. California Commerce Club, Inc.* – Los Angeles Superior
11 Court Case No. BC664591 (Settled for \$2,400,000);
12 • *Santos Martinez, et al v. Anning Johnson* – CDCA Case No. 2:15-cv-02805-
13 RGK-E (Settlement for \$1,700,000);
14 • *Luis Galvez, et al vs. Intercontinental Hotels Group Resources, et al* – LASC
15 Case No. BC562146 (Settlement for \$980,000);
16 • *Camille Arias v. Hishmeh Enterprises, Inc., et al.-* VCSC Case No. 56-2016-
17 00479206-CU-WT-VTA (Settlement for \$1,350,000);
18 • *Jascha Dlugatch v. PRN Ambulance, et al* - Los Angeles Superior Court Case
19 No. BC581410 (Settlement for \$425,000);
20 • *William J. Peters v. The Academy of Magical Arts, Inc.* - Los Angeles Superior
21 Court Case No. BC640555 (Settlement for \$300,000);
22 • *Monica Siadek, et al v. American Airlines, Inc.* - Los Angeles Superior Court
23 Case No. BC607127 (Settlement for \$540,000);
24 • *Salazar v. Haliburton International* - San Bernardino Superior Court Case No.
25 CIVDS1917709 (Settled for \$950,000);
26 • *Onofre Soratoria v. Tesoro Refining, BP Pipelines of North America* - CACD
27 Case No. 2:17-cv-1554;
28 • *Cindy Ramirez v. Veronica's Auto Insurance, et al* - Los Angeles Superior

1 Court Case No. BC652263;

2 • *Julio Alas, et al v. AT&T, Inc. et al* – CDCA Case No. 2:17-cv-08106-VAP-

3 RAO;

4 • *Randy Torres, et al v. Performance Team Logistics, LLC, et al* – Los Angeles

5 Superior Court Case No. BC705070 (settled for \$110,000);

6 • *Daniel Draney v. Westco Chemicals, Inc. et al* – Central District of California

7 Case No. 2:19-cv-01405-ODW-AGR (settled for \$500,000);

8 • *Zachary Gurzenski v. Delta Air Lines, Inc.* – Los Angeles Superior Court Case

9 No. 21STCV19287 (Settled or \$200,000);

10 • *Laura Sanchez v. Piazza Family Restaurants Inc.* – Los Angeles Superior Court

11 Case No. (Settled for \$450,000);

12 • *Jessica Shadian v. Cedar Restaurant Group, LLC* - Los Angeles Superior Court

13 Case No. 20STCV46234 (Settled for \$450,000);

14 • *Robert Welch v. ACS Security Industries, Inc.* – Los Angeles Superior Court

15 Case No. 19 STCV06750 (Settled for \$450,000);

16 • *Hugo Ramirez v. HR Steel, Inc.*;

17 • *Jose Cervantes v. Aero Chip, Inc.* – Los Angeles Superior Court Case No.

18 CIVDS1917709 (Settled for \$225,000);

19 • *Michael Carter v. Advanced Cable Technologies*;

20 • *Joseph Garcia v. Geodis Logistics, LLC*;

21 • *Enrique Martinez-Salgado v. Red Collar Pet Foods, Inc. et al.* – San

22 Bernardino Court Case No. CIVDS2018708 (Settled for \$1,000,000).

23 64. 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 action. In that case, we would have been left with no compensation for all the time taken in

litigating this case.

27 65. Because most individuals cannot afford to pay for representation in litigation on

28

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

9 66. I am informed and believe that the efforts of Plaintiff's Counsel have resulted
10 in substantial benefits to the PAGA, in the form of a significant settlement fund established to
11 compensate settlement class members for missed meal periods and rest breaks, unpaid
12 overtime, and other wage and hour violations noted above. I am informed and believe that,
13 without the efforts of Plaintiff's Counsel, the Labor Code and wage order violations alleged in
14 the complaint would have gone without remedy.

15
16 ATTORNEYS' FEES

17 67. Counsel seeks One Million Two Hundred Ninety-Three Thousand Three
18 Hundred Thirty-Three Dollars and Thirty-Three Cents (\$1,293,333.33), one-third of the Total
19 Settlement Amount, in fees for the time spent litigating this matter. Our firm has made every
20 effort to litigate this action in an efficient and cost-effective manner. Our firm has spent
21 approximately 871.8 hours on this matter.

22 68. In summary form, counsel's many tasks included the following: pre-filing
23 investigation, legal research, and research of Defendant and their operations; communicating with
24 clients regarding their responsibility in bringing the action, the facts of their case, their
25 employment, their work environment, their documents and Defendant's policies and procedures;
26 drafting pleadings and notices; drafting communications with the LWDA; reviewing Plaintiff and
27 other PAGA Employees files and determining liability and evaluating claim and defense
28

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

13 69. I have reviewed the records in this matter and during the time litigating this
14 matter, my firm has spent approximately 922.3 hours on this matter. Our unadjusted lodestar for
15 the hours spent on this case amounts to approximately \$737,840.00 (922.3 x \$800 = \$737,840).

16 70. The lodestar of \$737,840.00 is slightly under the attorney's fees requested of
17 \$1,293,333.33, thus counsel respectfully requests the court apply a modest multiplier of
18 approximately 1.75.

19 71. Given my experience and the focus of my practice, if we were to charge for this
20 type of work by the hour our rate would be \$800 per hour. A \$800 rate is warranted based on me
21 and my partner Grant Joseph Savoy's over 12 years of experience in a highly specialized area of
22 law and is in line with the Laffey Matrix. (See Exhibit 7). Having reviewed numerous
23 declarations in support of fee applications in California Courts, I also have knowledge of
24 hourly rates charged by other attorneys practicing in the field of employment law in California.
25 Based on that information, I believe that my rate and the rates of the attorneys in my firm are fully
26 consistent with the market rate for attorneys with comparable expertise, experience and
27 qualifications. Based on the information I have, I believe that the rates of our firm are
28

1 reasonable and appropriate fees for Los Angeles attorneys with comparable expertise,
2 experience, and qualifications.

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

Name	Position	Hours	Hourly Rate	Lodestar
Shoham J. Solouki	Partner	643.0	\$800.00	\$514,560.00
Grant J. Savoy	Partner	279.1	\$800.00	\$223,280.00
Total Firm		922.3		\$737,840.00

18 73. Full contemporaneous time keeping records can be made available upon request.

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

24 75. We also bear the risk of taking whatever actions are necessary if Defendants fail to
25 pay.

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

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

ATTORNEYS' COSTS

78. As of the date of this declaration, my firm has incurred actual costs in the amount of \$22,665.81 in this action. These costs were reasonable and necessary to prosecute this case to a successful conclusion. The following is a breakdown of my firm's costs incurred 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
Postage and Delivery	\$318.51
Reproduction and Copying Expenses (6,796 pages x .05 per page)	\$339.80
Expert Services - JT Calcs - Analysis of data for mediation on May 23, 2025	\$6,500.00
Expert Services - IP Consulting – Development of class list and interview script for employee call drive	\$5,250.00
TOTAL:	\$22,665.81

79. The Settlement provides for reimbursement of reasonable litigation costs not to

1 exceed \$40,000.00. The costs of Counsel to date total \$22,665.81, which is much lower than
2 the capped amount under the Settlement.

3 LWDA

4 80. On July 23, 2025, the Settlement Agreement was submitted to the LWDA in
5 accordance with Labor Code § 2699(1)(2). (See Exhibit 5).

6
7 EXHIBITS

8 81. Attached as Exhibit 1 to this declaration is a true and correct copy of the August 8,
9 2024 notice to the LWDA.

10 82. Attached as Exhibit 2 to this declaration is a true and correct copy of the May
11 8, 2025 notice to the LWDA.

12 83. Attached as Exhibit 3 to this declaration is a true and correct copy of the June
13 23, 2025 notice to the LWDA, and the NOTICE OF COMMENCEMENT OF
14 INVESTIGATION AND STATUTORY TOLLING PURSUANT TO LABOR CODE
15 SECTION 90.6 received for the first time on September 2, 2025 by email and USPS certified
16 mail.

17 84. Attached as Exhibit 4 to this declaration is a true and correct copy of the
18 Stipulation of Private Attorneys General Act Settlement and Release.

19 85. Attached as Exhibit 5 to this declaration is a true and correct copy of a printout of
20 the confirmation from the LWDA which indicates that the settlement was submitted, and the
21 original claim letter sent to the LWDA.

22 86. Attached as Exhibit 6 to this declaration is the 2014 National Law Journal
23 sampling of California firm billing rates.

24 87. Attached as Exhibit 7 to this declaration is the current Laffey Matrix attorney fee
25 rates.

26 88. Attached as Exhibit 8 to this declaration is a true and correct copy of the quote
27 from Apex Class Action LLC, Class Action Administration.

89. Attached as **Exhibit 9** to this declaration is a true and correct copy of a printout of the confirmation from the LWDA which indicates that the this motion was submitted to the LWDA giving them notice of the hearing on December 19, 2025.

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

Executed this 15th day of September, 2025, at Los Angeles, California.

/s/ Shoham J. Solouki
SHOHAM J. SOLOUKI, Declarant

ⁱ On September 2, 2025, SLLP did for the first time receive a “NOTICE OF COMMENCEMENT OF INVESTIGATION AND STATUTORY TOLLING PURSUANT TO LABOR CODE SECTION 90.6” from the California Department of Industrial Relations, Labor Commissioner’s Office, Private Attorneys’ General Act Unit by email and USPS Certified Mail. However, this notice was received later than the allowed 65 days under PAGA; September 2 being the 71st day after the June 23, 2025 amended PAGA letter was filed with the LWDA and served on Defendant by certified mail.

EXHIBIT “1”

PERSONAL AND CONFIDENTIAL
(California Evidence Code §§ 1152, 1154)

August 8, 2024

Sent via Certified Mail:
Olive Garden Italian Restaurant
16811 Beach Blvd
Huntington Beach, CA 92647

Sent via Certified Mail:
GMRI, INC.
7801 FOLSOM BOULEVARD #202
SACRAMENTO, CA 95826

Electronically Filed
Department of Industrial Relations
Accounting Unit
455 Golden Gate Avenue, 10th Floor
San Francisco, CA 94102

Re: **Joaquin Nicolas Saldivar Torres v. Olive Garden Italian Restaurant & GMRI, INC., et al.**

**NOTICE OF LABOR CODE VIOLATIONS AND DEMAND PURSUANT TO
CALIFORNIA LABOR CODE SECTION 2699 ET. SEQ. AS TO THE INDIVIDUAL
AND CLASS MEMBERS**

To Whom This May Concern:

PLEASE TAKE NOTICE that pursuant to the procedures specified in California Labor Code Section 2699.3, et seq., Joaquin Nicolas Saldivar Torres, and those similarly situated employees (hereinafter "EMPLOYEES") claim that Olive Garden Italian Restaurant & GMRI, INC., et al. (hereafter "EMPLOYER" or "YOU" and/or referred to with "YOUR" and "YOURS") violated California Labor Code Sections as follows, but not limited thereto: 201-203, 226, 226.2, 204, 226.3, 226.7, 403, 404, 510, 512, 558, 1102.5, 1174, 1197, 1198.

With regard to those Labor Code sections for which no Private Attorney General Act (hereinafter "PAGA") notice is required, we provide this correspondence in a further effort to resolve this matter informally without the time and expense of further court proceedings. EMPLOYEES will seek these penalties on their own behalf and on behalf of YOUR other current and former EMPLOYEES. See

Arias v. Superior Court (2009) 209 P.3d 923, 95 Cal. Rptr. 3d 588 (no class certification required for representative action for civil penalties).

The facts and theories which support the violations of these Labor Code provisions are as follows:

FACTS:

The facts of the above named matter include, but are not limited to, the facts named or identified or referenced herein. As discovery is ongoing, Joaquin Nicolas Saldivar Torres, and the putative class members reserve the right to present and/or reference further evidence as it is discovered.

Pursuant to the job duties and policies YOU set forth for Non- Exempt Employees in California, Joaquin Nicolas Saldivar Torres, and the putative class members (hereinafter collectively referred to as "EMPLOYEES" and "COMPANY EMPLOYEES") worked overtime without pay or proper pay, and worked off-the-clock time when asked to perform various duties in and outside their job description.

Additionally, Joaquin Nicolas Saldivar Torres and other COMPANY EMPLOYEES did not receive pay for preparing to work and/or cleaning up after their work shifts were complete. It was YOUR practice to have EMPLOYEE perform tasks inside and outside of their normal duties before and after their scheduled shifts, including, cleaning their uniforms and work areas, dressing for work, and other services which were inside and outside their job description for which they were either not on the clock or not compensated for. Therefore, these EMPLOYEES have accumulated countless unpaid wages.

Additionally, YOU failed to pay EMPLOYEE for off the clock time even though YOU have them do work related duties and other things with regard to their work or related activities. Joaquin Nicolas Saldivar Torres, and other EMPLOYEES work for hours well above and beyond those hours for which they are actually compensated.

Moreover, YOUR failure to properly keep records of Joaquin Nicolas Saldivar Torres, and other EMPLOYEE'S actual hours worked led directly to YOU failing to keep proper records of Joaquin Nicolas Saldivar Torres, and other EMPLOYEE'S records, as required by law.

EMPLOYEES at YOUR work sites are also routinely not provided with ten (10) minute breaks, and if they are, these ten minute breaks are routinely interrupted and/or cut short to work, or by YOU requiring them to be on call to perform YOUR work on demand while on breaks. Additionally, being allowed to use the restroom does not equate to a ten (10) minute break, which unfortunately is also not permitted by YOU.

Joaquin Nicolas Saldivar Torres, and EMPLOYEES were also forced to either work through their thirty (30) minute meal periods, and/or YOU interrupted their meal periods. Although we understand that some EMPLOYEES were permitted to eat lunch, requiring them to be on call to perform YOUR work on demand while on breaks or interrupting EMPLOYEES meal breaks to perform YOUR work, is not a legal uninterrupted meal break. Thus, Joaquin Nicolas Saldivar Torres, and YOUR other EMPLOYEES

are either working straight through their rest and meal periods, or are not provided with full uninterrupted breaks.

Furthermore, YOU have failed to pay Joaquin Nicolas Saldivar Torres and EMPLOYEES some and/or all overtime compensation for work they performed above and beyond eight (8) hours per day and/or forty (40) hours per week. Many, if not all, of the facts described above occur throughout Joaquin Nicolas Saldivar Torres's employment with YOU.

LEGAL THEORIES:

These legal theories are meant to foster communications in an effort to reach an amenable resolution to this legal matter; they are not intended to be a fully exhaustive list of the Labor violations attributed to YOU and YOUR company.

Labor Code Sections 226, 226.2 and 226.3:

EMPLOYER failed to furnish, at the time of each payment of wages, to Joaquin Nicolas Saldivar Torres, and each EMPLOYEE, an accurate itemized wage statement for all hours worked by the EMPLOYEE and to do all things required by this statute. YOUR policy and practice is to refuse to furnish to each of YOUR EMPLOYEE, at the time of each payment of wages, an accurate itemized wage statement for all hours worked by the EMPLOYEE, up to and exceeding, 40 hours per week.

YOUR policy and practice violates Labor Code Section 226. Labor Code Section 226 requires the employer to provide a statement with each payment of wages that includes: 1) Gross earnings, 2) Total hours worked, 3) Number of piece rate units earned, 4) Deductions, 5) Net wages, 6) Dates paid for, 7) Name of employee and last four digits of employee's Social Security number, 8) Name and address of the legal entity of the employer, and 9) a list of all hourly rates worked by the employee, up to and exceeding 40 hours per week, in the corresponding period.

YOUR policy and practice also violates Labor Code Section 226.2 as it did not comply with the requirements therein.

YOUR policy and practice of failing to furnish to each EMPLOYEE an accurate itemized wage statement for all hours worked by the EMPLOYEE, according to law, places you in violation of Labor Code Section 226. Further, Labor Code Section 226.3 states that any employer who violates subdivision (a) of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250) per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for each violation in a subsequent citation, for which the employer fails to provide the employee a wage deduction statement or fails to keep the records required in subdivision (a) of Section 226. YOU are in violation of Labor Code Section 226; therefore, Joaquin Nicolas Saldivar Torres, and YOUR EMPLOYEES will be pursuing penalties pursuant to Labor Code Section 226.3.

Labor Code Section 226.7 and 512:

YOUR policies and practices are to refuse to allow each EMPLOYEE meal and/or rest periods as detailed above. Labor Code Section 512 requires the employer to provide an uninterrupted thirty (30) minute meal break to EMPLOYEES who work more than five (5) hours per day and a second (2ND) thirty (30) minute meal break to those working ten (10) or more hours per day. YOU regularly mandated that YOUR EMPLOYEE work through meal breaks. Therefore, YOUR policies and practices violate Labor Code Section 512.

Similarly, Labor Code Section 512 provide that an employer must provide a ten (10) minute paid rest break for every four (4) hours worked or fraction thereof. It is YOUR policy and practice to fail to provide EMPLOYEE with the required uninterrupted ten (10) minute rest period per four (4) hours worked or major fraction thereof. YOUR policies and practices of refusing to allow each EMPLOYEE to take meal and/or rest periods, according to law, places you in violation of these Labor Code and California Code Regulation provisions. Labor Code 226.7 states in pertinent part that:

If an employer fails to provide an employee a meal period or rest period in accordance with an applicable order of the Industrial Welfare Commission, the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each work day that the meal or rest period is not provided.

Thus, EMPLOYER owes meal period and rest period premiums to Joaquin Nicolas Saldivar Torres, and its EMPLOYEES. As such, we intend to file civil claims for violations of Labor Code Sections 226.7.

Labor Code Sections 510, 1102.5, 1194, 1194.2, 1198 and 558:

EMPLOYER violated Labor Code Section 510 by not compensating Joaquin Nicolas Saldivar Torres, and its EMPLOYEES at the premium overtime rate for overtime hours Joaquin Nicolas Saldivar Torres, and its EMPLOYEES worked. EMPLOYER is thus subject to a civil penalty as set forth under this Labor Code Section 558. YOUR policies and practices are to refuse to compensate each EMPLOYEE at the premium overtime rate for overtime hours worked by EMPLOYEES. YOUR policies and practices violate Labor Code Sections 510 and 1198. Labor Code Section 1198 prohibits employers from having EMPLOYEE work beyond the hours fixed by the Commission or under conditions prohibited by the Commission. Labor Code Section 510 sets forth the order of the Commission and thus requires the employer to compensate EMPLOYEE at the rate of no less than one and one-half (1½) times the regular rate of pay for an employee who works in excess of eight (8) hours in one (1) workday, works in excess of forty (40) hours in any one (1) workweek, or works on the seventh (7th) day of the workweek.

Labor Code Section 510 further requires that an employer compensate an employee at no less than twice the regular rate of pay for work in excess of ten (10) hours in any work day and for work on the seventh (7th) day of the work week in excess of eight (8) hours. YOUR policies and practices of refusing to compensate each EMPLOYEE at the premium overtime rate, in accordance with the law, places you in violation of Labor Code Section 510.

Labor Code Section 1194 states in pertinent part:

(a) Notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney's fees, and costs of suit.

Furthermore, Labor Code Section 558 states:

(a) Any employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages.

Furthermore, Labor Code Section 1102.5 States:

(a) An employer, or any person acting on behalf of the employer, shall not make, adopt, or enforce any rule, regulation, or policy preventing an employee from disclosing information to a government or law enforcement agency, to a person with authority over the employee, or to another employee who has authority to investigate, discover, or correct the violation or noncompliance, or from providing information to, or testifying before, any public body conducting an investigation, hearing, or inquiry, if the employee has reasonable cause to believe that the information discloses a violation of state or federal statute, or a violation of or noncompliance with a local, state, or federal rule or regulation, regardless of whether disclosing the information is part of the employee's job duties.

(b) An employer, or any person acting on behalf of the employer, shall not retaliate against an employee for disclosing information, or because the employer believes that the employee disclosed or may disclose information, to a government or law enforcement agency, to a person with authority over the employee or another employee who has the authority to investigate, discover, or correct the violation or noncompliance, or for providing information to, or testifying before, any public body conducting an investigation, hearing, or inquiry, if the employee has reasonable cause to believe that the information discloses a violation of state or federal statute, or a violation of or noncompliance with a local, state, or federal

rule or regulation, regardless of whether disclosing the information is part of the employee's job duties.

We therefore intend to file civil claims for violations of Labor Code Sections 510, 1102.5, 1194, 1194.2, 1198 and 558 for penalties, attorneys' fees, interest, and costs of suit.

Labor Code Sections 1174 and 1174.5:

EMPLOYER failed to maintain records required by Labor Code Section 1174. Labor Code Section 1174 requires that every person employing labor in this state shall keep in a central location, whereby it shall be accessible to the Commissioner, accurate and complete records of the following: a list of employee names and addresses and of minors under subsection (c), employment records, payroll records showing the hours worked daily by and the wages paid pursuant to subsection (d), and the number of piece rate units earned by and any applicable piece rate paid to, EMPLOYEE employed at the respective plants or establishments.

According to YOUR policies and practices, YOU failed to maintain Joaquin Nicolas Saldivar Torres, and EMPLOYEE'S records as required by Labor Code Section 1174. Pursuant to Labor Code Section 1174.5, YOU are subject to penalties for failure to maintain EMPLOYEES contact information and/or accurate and complete payroll records. Therefore, EMPLOYEES shall pursue said penalties for failure to comply with Labor Code Section 1174.

Please be advised that, upon expiration of the time periods set forth in California Labor Code Section 2699.3, Joaquin Nicolas Saldivar Torres, on behalf of himself and other similarly situated EMPLOYEES, will proceed to file a civil complaint including causes of action for civil penalties as provided under PAGA.

Please do not hesitate to contact the undersigned at the information above if you require any further information with respect to these claims. Thank you for your attention to this matter.

Sincerely,



Shoham Solouki, Esq.,

Attorneys for Joaquin Nicolas Saldivar Torres

cc: Client

EXHIBIT “2”

May 8, 2025

VIA CERTIFIED MAIL

Olive Garden Italian Restaurants / Olive Garden Holdings, LLC / Olive Garden, LLC
1000 DARDEN CENTER DRIVE
ORLANDO, FL 32837

GMRI, INC.
1000 DARDEN CENTER DRIVE
ORLANDO, FL 32837

Darden Restaurants / Darden Restaurants, Inc.
1000 DARDEN CENTER DRIVE
ORLANDO, FL 32837

Yard House Restaurants
1000 DARDEN CENTER DRIVE
ORLANDO, FL 32837

Eddie V's Restaurants
1000 DARDEN CENTER DRIVE
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Seasons 52 Restaurants
1000 DARDEN CENTER DRIVE
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Capital Grille Restaurants
1000 DARDEN CENTER DRIVE
ORLANDO, FL 32837

LongHorn Steakhouse Restaurants
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Ruth's Chris Restaurants
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Chuy's Restaurants
1000 DARDEN CENTER DRIVE
ORLANDO, FL 32837

Cheddar's Scratch Kitchen Restaurants
1000 DARDEN CENTER DRIVE
ORLANDO, FL 32837

Bahama Breeze Restaurants
1000 DARDEN CENTER DRIVE
ORLANDO, FL 32837

Department of Industrial Relations
Labor and Workforce Development Agency
*Via online electronic submission

Re: **JOAQUIN NICOLAS SALDIVAR TORRES v. GMRI, INC., et al.**

AMENDED NOTICE OF LABOR CODE VIOLATIONS AND DEMAND PURSUANT TO CALIFORNIA LABOR CODE SECTION 2699 ET. SEQ. AS TO THE INDIVIDUAL AND OTHER AGGRIEVED EMPLOYEES – LWDA CASE NO. LWDA-CM-1044411-24

To Whom This May Concern:

PLEASE TAKE NOTICE that pursuant to the procedures specified in California Labor Code Section 2699.3, et seq., Joaquin Nicolas Saldivar Torres, and those similarly situated employees (hereinafter "AGGRIEVED EMPLOYEES") claim that during the period of June 6, 2017 to the present ("PAGA Period"), GMRI, INC., Darden Restaurants, Darden Restaurants, Inc., Olive Garden Italian Restaurants,

Olive Garden Holdings, LLC, Olive Garden, LLC, Yard House Restaurants, Eddie V's Restaurants, Seasons 52 Restaurants, LongHorn Steakhouse Restaurants, Chuy's Restaurants, Capital Grille Restaurants, Cheddar's Scratch Kitchen Restaurants, Bahama Breeze Restaurants, and Ruth's Chris Restaurants (including any and all affiliates, subsidiaries, parents, directors, officers, agents, and executive employees) (hereafter together "EMPLOYER(S)" or "YOU" and/or referred to with "YOUR" and "YOURS") violated California Labor Code Sections as follows, but not limited thereto: 201-203, 204, 206.5, 226, 226(a), 226.2, 226.3, 226.7, 403, 404, 432.5, 432.6, 510, 512, 512(a), 551, 552, 558, 1102.5, 1174, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, and IWC Wage Orders including *inter alia*, Wage Orders 4-2001, and 5-2001.

With regard to those Labor Code sections for which no Private Attorney General Act (hereinafter "PAGA") notice is required, we provide this correspondence in a further effort to resolve this matter informally without the time and expense of further court proceedings. AGGRIEVED EMPLOYEES will seek these penalties on their own behalf and on behalf of YOUR other current and former AGGRIEVED EMPLOYEES. See *Arias v. Superior Court* (2009) 209 P.3d 923, 95 Cal. Rptr. 3d 588 (no class certification required for representative action for civil penalties).

The facts and theories which support the violations of these Labor Code provisions are as follows:

FACTS:

The facts of the above named matter include, but are not limited to, the facts named or identified or referenced herein. Joaquin Nicolas Saldivar Torres was an AGGRIEVED EMPLOYEE working for EMPLOYERS during the PAGA Period in the state of California. As discovery is ongoing, Joaquin Nicolas Saldivar Torres, and the other Aggrieved Employees reserve the right to present and/or reference further evidence as it is discovered.

Pursuant to the job duties and policies YOU set forth for Non- Exempt Employees in California, Aggrieved Employee Joaquin Nicolas Saldivar Torres, and the other AGGRIEVED EMPLOYEES working during the PAGA Period worked overtime without pay or proper pay, and worked off-the-clock time when asked to perform various duties in and outside their job description.

Additionally, Joaquin Nicolas Saldivar Torres and other AGGRIEVED EMPLOYEES did not receive pay for preparing to work and/or cleaning up after their work shifts were complete. It was YOUR practice to have EMPLOYEE perform tasks inside and outside of their normal duties before and after their scheduled shifts, including, cleaning their uniforms and work areas, dressing for work, and other services which were inside and outside their job description for which they were either not on the clock or not compensated for. Therefore, these AGGRIEVED EMPLOYEES have accumulated countless unpaid wages.

Additionally, YOU failed to pay EMPLOYEE for off the clock time even though YOU have them do work related duties and other things with regard to their work or related activities. Joaquin Nicolas Saldivar Torres, and other AGGRIEVED EMPLOYEES worked for hours well above and beyond those hours for which they are actually compensated.

Moreover, YOUR failure to properly keep records of Joaquin Nicolas Saldivar Torres, and other AGGRIEVED EMPLOYEES' actual hours worked led directly to YOU failing to keep proper records of Joaquin Nicolas Saldivar Torres, and other AGGRIEVED EMPLOYEES' records, as required by law.

AGGRIEVED EMPLOYEES at YOUR work sites are also routinely not provided with ten (10) minute breaks, and if they are, these ten minute breaks are routinely interrupted and/or cut short to work, or by YOU requiring them to be on call to perform YOUR work on demand while on breaks. Additionally, being allowed to use the restroom does not equate to a ten (10) minute break, which unfortunately is also not permitted by YOU.

Joaquin Nicolas Saldivar Torres, and AGGRIEVED EMPLOYEES were also forced to either work through their thirty (30) minute meal periods, and/or YOU interrupted their meal periods. Although we understand that some AGGRIEVED EMPLOYEES were permitted to eat lunch, requiring them to be on call to perform YOUR work on demand while on breaks or interrupting AGGRIEVED EMPLOYEES meal breaks to perform YOUR work, is not a legal uninterrupted meal break. Thus, Joaquin Nicolas Saldivar Torres, and YOUR other AGGRIEVED EMPLOYEES are either working straight through their rest and meal periods, or are not provided with full uninterrupted breaks.

Furthermore, YOU have failed to pay Joaquin Nicolas Saldivar Torres and AGGRIEVED EMPLOYEES some and/or all overtime compensation for work they performed above and beyond eight (8) hours per day and/or forty (40) hours per week. Many, if not all, of the facts described above occur throughout Joaquin Nicolas Saldivar Torres's employment with YOU.

LEGAL THEORIES:

These legal theories are meant to foster communications in an effort to reach an amenable resolution to this legal matter; they are not intended to be a fully exhaustive list of the Labor violations attributed to YOU and YOUR company.

Labor Code Sections 226, 226.2 and 226.3:

EMPLOYER failed to furnish, at the time of each payment of wages, to Joaquin Nicolas Saldivar Torres, and each EMPLOYEE, an accurate itemized wage statement for all hours worked by the EMPLOYEE and to do all things required by this statute. YOUR policy and practice is to refuse to furnish to each of YOUR EMPLOYEE, at the time of each payment of wages, an accurate itemized wage statement for all hours worked by the EMPLOYEE, up to and exceeding, 40 hours per week.

YOUR policy and practice violates Labor Code Section 226. Labor Code Section 226 requires the employer to provide a statement with each payment of wages that includes: 1) Gross earnings, 2) Total hours worked, 3) Number of piece rate units earned, 4) Deductions, 5) Net wages, 6) Dates paid for, 7) Name of employee and last four digits of employee's Social Security number, 8) Name and address of the legal entity of the employer, and 9) a list of all hourly rates worked by the employee, up to and exceeding 40 hours per week, in the corresponding period.

YOUR policy and practice also violates Labor Code Section 226.2 as it did not comply with the requirements therein.

YOUR policy and practice of failing to furnish to each EMPLOYEE an accurate itemized wage statement for all hours worked by the EMPLOYEE, according to law, places you in violation of Labor Code Section 226. Further, Labor Code Section 226.3 states that any employer who violates subdivision (a) of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250) per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for each violation in a subsequent citation, for which the employer fails to provide the employee a wage deduction statement or fails to keep the records required in subdivision (a) of Section 226. YOU are in violation of Labor Code Section 226; therefore, Joaquin Nicolas Saldivar Torres, and YOUR AGGRIEVED EMPLOYEES will be pursuing penalties pursuant to Labor Code Section 226.3.

Labor Code Section 226.7 and 512:

YOUR policies and practices are to refuse to allow each EMPLOYEE meal and/or rest periods as detailed above. Labor Code Section 512 requires the employer to provide an uninterrupted thirty (30) minute meal break to AGGRIEVED EMPLOYEES who work more than five (5) hours per day and a second (2ND) thirty (30) minute meal break to those working ten (10) or more hours per day. YOU regularly mandated that YOUR EMPLOYEE work through meal breaks. Therefore, YOUR policies and practices violate Labor Code Section 512.

Similarly, Labor Code Section 512 provide that an employer must provide a ten (10) minute paid rest break for every four (4) hours worked or fraction thereof. It is YOUR policy and practice to fail to provide EMPLOYEE with the required uninterrupted ten (10) minute rest period per four (4) hours worked or major fraction thereof. YOUR policies and practices of refusing to allow each EMPLOYEE to take meal and/or rest periods, according to law, places you in violation of these Labor Code and California Code Regulation provisions. Labor Code 226.7 states in pertinent part that:

If an employer fails to provide an employee a meal period or rest period in accordance with an applicable order of the Industrial Welfare Commission, the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each work day that the meal or rest period is not provided.

Thus, EMPLOYER owes meal period and rest period premiums to Joaquin Nicolas Saldivar Torres, and its AGGRIEVED EMPLOYEES. As such, we intend to file civil claims for violations of Labor Code Sections 226.7.

Labor Code Sections 510, 1102.5, 1194, 1194.2, 1198 and 558:

EMPLOYER violated Labor Code Section 510 by not compensating Joaquin Nicolas Saldivar Torres, and its AGGRIEVED EMPLOYEES at the premium overtime rate for overtime hours Joaquin Nicolas Saldivar Torres, and its AGGRIEVED EMPLOYEES worked. EMPLOYER is thus subject to a civil penalty as set forth under this Labor Code Section 558. YOUR policies and practices are to refuse to

compensate each EMPLOYEE at the premium overtime rate for overtime hours worked by AGGRIEVED EMPLOYEES. YOUR policies and practices violate Labor Code Sections 510 and 1198. Labor Code Section 1198 prohibits employers from having EMPLOYEE work beyond the hours fixed by the Commission or under conditions prohibited by the Commission. Labor Code Section 510 sets forth the order of the Commission and thus requires the employer to compensate EMPLOYEE at the rate of no less than one and one-half (1½) times the regular rate of pay for an employee who works in excess of eight (8) hours in one (1) workday, works in excess of forty (40) hours in any one (1) workweek, or works on the seventh (7th) day of the workweek.

Labor Code Section 510 further requires that an employer compensate an employee at no less than twice the regular rate of pay for work in excess of ten (10) hours in any work day and for work on the seventh (7th) day of the work week in excess of eight (8) hours. YOUR policies and practices of refusing to compensate each EMPLOYEE at the premium overtime rate, in accordance with the law, places you in violation of Labor Code Section 510.

Labor Code Section 1194 states in pertinent part:

(a) Notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney's fees, and costs of suit.

Furthermore, Labor Code Section 558 states:

(a) Any employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages.

Furthermore, Labor Code Section 1102.5 States:

(a) An employer, or any person acting on behalf of the employer, shall not make, adopt, or enforce any rule, regulation, or policy preventing an employee from disclosing information to a government or law enforcement agency, to a person with authority over the employee, or to another employee who has authority to investigate, discover, or correct the violation or noncompliance, or from providing information to, or

testifying before, any public body conducting an investigation, hearing, or inquiry, if the employee has reasonable cause to believe that the information discloses a violation of state or federal statute, or a violation of or noncompliance with a local, state, or federal rule or regulation, regardless of whether disclosing the information is part of the employee's job duties.

(b) An employer, or any person acting on behalf of the employer, shall not retaliate against an employee for disclosing information, or because the employer believes that the employee disclosed or may disclose information, to a government or law enforcement agency, to a person with authority over the employee or another employee who has the authority to investigate, discover, or correct the violation or noncompliance, or for providing information to, or testifying before, any public body conducting an investigation, hearing, or inquiry, if the employee has reasonable cause to believe that the information discloses a violation of state or federal statute, or a violation of or noncompliance with a local, state, or federal rule or regulation, regardless of whether disclosing the information is part of the employee's job duties.

We therefore intend to file civil claims for violations of Labor Code Sections 510, 1102.5, 1194, 1194.2, 1198 and 558 for penalties, attorneys' fees, interest, and costs of suit.

Labor Code Sections 1174 and 1174.5:

EMPLOYER failed to maintain records as required by Labor Code Section 1174. Labor Code Section 1174 requires that every person employing labor in this state shall keep in a central location, whereby it shall be accessible to the Commissioner, accurate and complete records of the following: a list of employee names and addresses and of minors under subsection (c), employment records, payroll records showing the hours worked daily by and the wages paid pursuant to subsection (d), and the number of piece rate units earned by and any applicable piece rate paid to, EMPLOYEE employed at the respective plants or establishments.

According to YOUR policies and practices, YOU failed to maintain Joaquin Nicolas Saldivar Torres, and AGGRIEVED EMPLOYEES' records as required by Labor Code Section 1174. Pursuant to Labor Code Section 1174.5, YOU are subject to penalties for failure to maintain AGGRIEVED EMPLOYEES contact information and/or accurate and complete payroll records. Therefore, AGGRIEVED EMPLOYEES shall pursue said penalties for failure to comply with Labor Code Section 1174.

Labor Code Sections 2800 and 2802:

EMPLOYER failed to reimburse Joaquin Nicolas Saldivar Torres, and AGGRIEVED EMPLOYEES for business related expenses as required by Labor Code Sections 2800 and 2802. California Labor Code sections 2800 and 2802 require an employer to reimburse its employee for all necessary expenditures

incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer.

During the PAGA Period, Joaquin Nicolas Saldivar Torres, and AGGRIEVED EMPLOYEES incurred necessary business-related expenses and costs that were not fully reimbursed by Olive Garden. These costs include, but are not limited to, the use of personal phones for business-related tasks.

Please be advised that, upon expiration of the time periods set forth in California Labor Code Section 2699.3, Joaquin Nicolas Saldivar Torres, on behalf of himself and other similarly situated AGGRIEVED EMPLOYEES, will proceed to file a civil complaint including causes of action for civil penalties as provided under PAGA.

Please do not hesitate to contact the undersigned at the information above if you require any further information with respect to these claims. Thank you for your attention to this matter.

Sincerely,



Shoham Solouki, Esq.,

Attorneys for Joaquin Nicolas Saldivar Torres and other Aggrieved Employees

cc: Client

EXHIBIT “3”

June 23, 2025

VIA CERTIFIED MAIL

Olive Garden Italian Restaurants / Olive Garden Holdings, LLC / Olive Garden, LLC
1000 DARDEN CENTER DRIVE
ORLANDO, FL 32837

GMRI, INC.
1000 DARDEN CENTER DRIVE
ORLANDO, FL 32837

Darden Restaurants / Darden Restaurants, Inc.
1000 DARDEN CENTER DRIVE
ORLANDO, FL 32837

Yard House Restaurants
1000 DARDEN CENTER DRIVE
ORLANDO, FL 32837

Eddie V's Restaurants
1000 DARDEN CENTER DRIVE
ORLANDO, FL 32837

Seasons 52 Restaurants
1000 DARDEN CENTER DRIVE
ORLANDO, FL 32837

The Capital Grille Restaurants
1000 DARDEN CENTER DRIVE
ORLANDO, FL 32837

LongHorn Steakhouse Restaurants
1000 DARDEN CENTER DRIVE
ORLANDO, FL 32837

Ruth's Chris Steak House Restaurants
1000 DARDEN CENTER DRIVE
ORLANDO, FL 32837

Chuy's Restaurants
1000 DARDEN CENTER DRIVE
ORLANDO, FL 32837

Cheddar's Scratch Kitchen Restaurants
1000 DARDEN CENTER DRIVE
ORLANDO, FL 32837

Bahama Breeze Restaurants
1000 DARDEN CENTER DRIVE
ORLANDO, FL 32837

Department of Industrial Relations
Labor and Workforce Development Agency
*Via online electronic submission

Re: **JOAQUIN NICOLAS SALDIVAR TORRES v. GMRI, INC., et al.**

**SECOND AMENDED NOTICE OF LABOR CODE VIOLATIONS AND DEMAND
PURSUANT TO CALIFORNIA LABOR CODE SECTION 2699 ET. SEQ. AS TO THE
INDIVIDUAL AND OTHER AGGRIEVED EMPLOYEES – LWDA CASE NO. LWDA-
CM-1044411-24**

To Whom This May Concern:

PLEASE TAKE NOTICE that pursuant to the procedures specified in the Private Attorneys General Act, California Labor Code Section 2699.3, et seq. ("PAGA"), Joaquin Nicolas Saldivar Torres, and those similarly situated employees (hereinafter "AGGRIEVED EMPLOYEES") claim that during the

period of June 6, 2017 to the present ("PAGA Period"), GMRI, INC., Darden Restaurants, Darden Restaurants, Inc., Olive Garden Italian Restaurants, Olive Garden Holdings, LLC, Olive Garden, LLC, Yard House Restaurants, Eddie V's Restaurants, Seasons 52 Restaurants, LongHorn Steakhouse Restaurants, Chuy's Restaurants, The Capital Grille Restaurants, Cheddar's Scratch Kitchen Restaurants, Bahama Breeze Restaurants, and Ruth's Chris Steak House Restaurants (including any and all affiliates, subsidiaries, parents, directors, officers, agents, and executive employees) (hereafter together "EMPLOYER(S)" or "YOU" and/or referred to with "YOUR" and "YOURS") violated California Labor Code Sections 200, 201, 202, 203, 204, 206.5, 210, 218.6, 225.5, 226, 226(a), 226(c), 226.2, 226.3, 226.7, 226.8, 227.3, 246, 403, 404, 432.5, 432.6, 432.6(a), 432.6(c), 510, 512, 512(a), 551, 552, 558, 1102.5, 1174, 1174(d), 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2800, 2802, and 2802(a).

The facts and theories which support the violations of these Labor Code provisions are as provided below:

FACTS:

Mr. Torres filed an original notice of Labor Code Violations on August 9, 2024. After waiting the requisite 65 days, Mr. Torres then filed a civil action under PAGA titled, *Joaquin Torres v. GMRI, Inc., Orange County Superior Court, Case No. 30-2024-01434800-CU-OE-NJC*. On May 8, 2025, Mr. Torres filed a first amended notice of Labor Code violations. As a result of facts obtained through Mr. Torres' ongoing case, he has identified additional theories of liability and therefore is submitting this further amended notice of alleged Labor Code violations.

Through his civil action, Mr. Torres is seeking civil penalties on his own behalf and on the behalf of YOUR other current and former AGGRIEVED EMPLOYEES during the PAGA Period. See *Arias v. Superior Court* (2009) 209 P.2d 923, 95 Cal. Rptr. 3d 588 (no class certification required for representative action for civil penalties). Mr. Torres was an AGGRIEVED EMPLOYEE working for EMPLOYERS at an Olive Garden Restaurant in the state of California during at least part the PAGA Period. Pursuant to the job duties and policies YOU set forth for AGGRIEVED EMPLOYEES in California, Mr. Torres alleges that EMPLOYERS violated the Labor Code and any applicable order of the Industrial Welfare Commission regulating wages, hours, and working conditions because:

EMPLOYERS failed to pay AGGRIEVED EMPLOYEES at least minimum wage for all hours worked; EMPLOYERS failed to pay AGGRIEVED EMPLOYEES at least one and one-half times the regular rate of pay for work in excess of eight hours per day, and/or forty hours per week, and/or the first eight hours on the seventh consecutive day of work in a workweek; EMPLOYERS failed to pay AGGRIEVED EMPLOYEES at least twice the regular rate of pay for work in excess of twelve hours per day or work in excess of eight hours on the seventh consecutive day of work in a workweek; EMPLOYERS failed to pay AGGRIEVED EMPLOYEES for off-the-clock work performing various duties in and outside their job description and normal duties before and after their scheduled shifts; EMPLOYERS failed to pay AGGRIEVED EMPLOYEES for dressing for and otherwise preparing to work and/or cleaning their uniforms and work areas before or after their work shifts were complete;

EMPLOYERS failed to pay AGGRIEVED EMPLOYEES for responding to work-related inquiries while off the clock; EMPLOYERS failed to keep records of AGGRIEVED EMPLOYEES' actual hours worked; EMPLOYERS inaccurately recorded time punches or falsified AGGRIEVED EMPLOYEES' hours worked; EMPLOYERS failed to provide AGGRIEVED EMPLOYEES uninterrupted ten-minute paid rest breaks for every four hours worked or major fraction thereof; EMPLOYERS did not permit AGGRIEVED EMPLOYEES to use the restroom; EMPLOYERS failed to provide uninterrupted thirty-minute meal periods to AGGRIEVED EMPLOYEES who worked more than five hours per day and second uninterrupted thirty-minute meal periods to AGGRIEVED EMPLOYEES who more than ten hours per day; EMPLOYERS required AGGRIEVED EMPLOYEES to work through their thirty-minute meal periods; AGGRIEVED EMPLOYEES were unable to take meal periods or rest breaks because of excessive workloads; EMPLOYERS interrupted and/or cut short AGGRIEVED EMPLOYEES' meal periods and/or rest breaks; EMPLOYERS required AGGRIEVED EMPLOYEES to be on call while on meal periods or rest breaks; EMPLOYERS required AGGRIEVED EMPLOYEES to remain on EMPLOYER's premises during meal periods and/or rest breaks; EMPLOYERS failed to pay AGGRIEVED EMPLOYEES meal period and rest break premiums owed; EMPLOYERS failed to pay AGGRIEVED EMPLOYEES wages at the correct rate, including by failing to pay overtime and/or double time wages, meal period and/or rest break premiums, sick leave wages, reporting time pay, and final vacation wages, at the applicable regular rate of pay; EMPLOYERS failed to provide AGGRIEVED EMPLOYEES with a day of rest; EMPLOYERS failed to pay AGGRIEVED EMPLOYEES reporting time pay; EMPLOYERS failed to furnish AGGRIEVED EMPLOYEES with accurate itemized wage statements; EMPLOYERS retaliated against AGGRIEVED EMPLOYEES for, or prevented AGGRIEVED EMPLOYEES from, disclosing information to a government or law enforcement agency regarding a perceived violation of a state or federal statute or violation of a local, state, or federal rule or regulation; EMPLOYERS failed to maintain employment and/or payroll records; EMPLOYERS failed to reimburse AGGRIEVED EMPLOYEES for business expenses including but not limited to the use of personal cell phones or other devices, gloves, work supplies, uniforms, and/or travel-related expenses; EMPLOYERS failed to timely pay wages, including final wages, to AGGRIEVED EMPLOYEES; and EMPLOYERS required AGGRIEVED EMPLOYEES to sign unlawful agreements as a condition of employment, including unlawful agreements to arbitrate disputes, waive the right to a trial by jury, and/or waive the right to bring and participate in representative and class actions.

Please do not hesitate to contact the undersigned at the information above if you require any further information with respect to these claims. Thank you for your attention to this matter.

Sincerely,



Shoham Solouki, Esq.,

Attorneys for Joaquin Nicolas Saldivar Torres and other Aggrieved Employees

cc: Client

DEPARTMENT OF INDUSTRIAL RELATIONS

Labor Commissioner's Office
Private Attorneys' General Act Unit
1515 Clay Street, Suite 1700
Oakland, CA 94612
Tel. (510) 286-1340



August 27, 2025

Shoham Solouki, Esq.,
Solouki Savoy LLP
316 W. 2nd Street, Suit 1200
Los Angeles, CA 90012
Certified Mail # 9589 0710 5270 1420 2289 89

Olive Garden Italian Restaurant
16881 Beach Blvd
Huntington Beach, CA 92647
Certified Mail # 9589 0710 5270 1420 2289 72

GMRI, INC.
7801 Folsom Boulevard #202
Sacramento, CA 95826
Certified Mail # 9589 0710 5270 1420 2303 19

Darden Restaurants / Darden Restaurants, Inc
1000 Darden Center Drive
Orlando, FL 32837
Certified Mail # 9589 0710 5270 1420 2303 02

Yard House Restaurants
1000 Darden Center Drive
Orlando, FL 32837
Certified Mail # 9589 0710 5270 1420 2302 96

Eddie V's Restaurants
1000 Darden Center Drive
Orlando, FL 32837
Certified Mail # 9589 0710 5270 1420 2302 89

Seasons 52 Restaurants
1000 Darden Center Drive
Orlando, FL 32837
Certified Mail # 9589 0710 5270 1420 2302 72

The Capital Grille Restaurants
1000 Darden Center Drive
Orlando, FL 32837
Certified Mail # 9589 0710 5270 1420 2302 65

LongHorn Steakhouse Restaurants
1000 Darden Center Drive
Orlando, FL 32837
Certified Mail # 9589 0710 5270 1420 2302 41

Ruth's Chris Steak House Restaurants
1000 Darden Center Drive
Orlando, FL 32837
Certified Mail # 9589 0710 5270 1420 2302 58

Chuy's Restaurants
1000 Darden Center Drive
Orlando, FL 32837
Certified Mail # 9589 0710 5270 1420 2289 96

Cheddar's Scratch Kitchen Restaurants
1000 Darden Center Drive
Orlando, FL 32837
Certified Mail #9589 0710 5270 1420 2290 09

Bahama Breeze Restaurants
1000 Darden Center Drive
Orlando, FL 32837
Certified Mail # 9589 0710 5270 1420 2290 16

**NOTICE OF COMMENCEMENT OF INVESTIGATION AND
STATUTORY TOLLING PURSUANT TO LABOR CODE SECTION 90.6**

Re: PAGA Notice of Joaquin Nicolas Saldivar Torres v. Olive Garden Italian Restaurant & GMRI, INC.
CLAIM NO. LWDA-CM-1044411-24

To whom it may concern:

PLEASE TAKE NOTICE that the Labor Workforce Development Agency ("LWDA"), through the Labor Commissioner, intends to investigate, and has commenced an investigation of, Olive Garden Italian Restaurant, GMRI, INC., Darden Restaurants / Darden Restaurants, Inc., Yard House Restaurants, Eddie V's Restaurants, Seasons 52 Restaurants, The Capital Grille Restaurants, LongHorn Steakhouse Restaurants, Ruth's Chris Steak House Restaurants, Chuy's Restaurants, Cheddar's Scratch Kitchen Restaurants, Bahama Breeze Restaurants, and their owners, directors, officers, managing agents and other persons acting on behalf of either of them. The Labor Commissioner will investigate the alleged Labor Code violation(s) identified in the notice submitted to the LWDA on June 23, 2025, by Shoham Solouki as well as any other potential violations of the Labor Code, applicable wage order of the Industrial Welfare Commission or applicable local minimum wage or overtime law.

Pursuant to Labor Code section 90.6, any applicable statute of limitations for determining the "period of time for which wages, penalties, damages, or other amounts which may be assessed by the Labor Commissioner" will be tolled for a period of twelve months from the date of this notice. This written notice is provided pursuant to Labor Code §90.6. The Labor Code sections subject to tolling under this notice are listed in Labor Code §90.6(b). After expiration of this twelve-month period, the statute of limitations for any of the potential violations under investigation will resume running.

Note that any applicable statute of limitations for claims alleged in the June 23, 2025 notice by Shoham Solouki is also subject to tolling pursuant to Labor Code section 2698 et seq. from the date of the relevant PAGA notice during the Labor Commissioner's investigation.

The time period covered by this investigation is June 24, 2022, through the date of any citation or lawsuit by the Labor Commissioner.

If you have questions concerning this notice, please send an email to PAGAInfo@dir.ca.gov or call the PAGA Unit at 510-286-1340.

Sincerely,

PAGA Unit



Shoham Solouki <shoham@soloukisavoy.com>

Joaquin N. Saldivar Torres v. GMRI, Inc., Case No. 30-2024-01434800-CU-OE-CJC

2 messages

Kelly, Patricia@DIR <PKelly@dir.ca.gov>

Tue, Sep 2, 2025 at 10:34 AM

To: "shoham@soloukisavoy.com" <shoham@soloukisavoy.com>, "grant@soloukisavoy.com" <grant@soloukisavoy.com>, "Kirkham, Annette@DIR" <AKirkham@dir.ca.gov>

Counsel-Attached is a Notice of Investigation in LWDA CLAIM NO. LWDA-CM-1044411-24.

You are not authorized to proceed on any claim listed in your June 23, 2025, PAGA notice.

Please take your Motion for Approval of your settlement off-calendar as you do not have authority to settle the claims you seek to settle.

If you have any questions, please feel free to contact me or DLSE attorney Annette Kirkham.

Thank you.

Patricia M. Kelly

Attorney

Department of Industrial Relations

Division of Labor Standards Enforcement

[1515 Clay Street, Suite 1700](#)

[Oakland, CA 94612](#)

(510) 907-1494



NOI for Qoaquin Nicolas Salvidar Torres Vs GMRI Inc_.pdf
192K

Shoham Solouki <shoham@soloukisavoy.com>

Tue, Sep 2, 2025 at 7:49 PM

To: "Kelly, Patricia@DIR" <PKelly@dir.ca.gov>, "Kirkham, Annette@DIR" <akirkham@dir.ca.gov>

Cc: "grant@soloukisavoy.com" <grant@soloukisavoy.com>

Counsel,

I confirm that today was the first time we received any notice from the Department of Industrial Relations of its intention to investigate, by this email. We also received a letter that was delivered to our office today by Certified US Mail. We will contact you if we have any questions.

Regards,
Shoham J. Solouki, Esq.
Partner



9/15/25, 9:10 PM

Solouki & Savoy, LLP Mail - Joaquin N. Saldivar Torres v. GMRI, Inc., Case No. 30-2024-01434800-CU-OE-CJC

316 W. 2nd Street, Suite 1200
Los Angeles, California 90012
Office: 213.814.4940
Fax: 213.814.2550
Direct: 213.814.4945
Email: Shoham@SoloukiSavoy.com

[Quoted text hidden]

Tracking Number:

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9589071052701420228989

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Your item was delivered to the front desk, reception area, or mail room at 12:32 pm on September 2, 2025 in LOS ANGELES, CA 90012.

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Delivered, Front Desk/Reception/Mail Room

LOS ANGELES, CA 90012

September 2, 2025, 12:32 pm

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Feedback

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Enter tracking or barcode numbers

Need More Help?

Contact USPS Tracking support for further assistance.

FAQs

EXHIBIT “4”

STIPULATION OF PRIVATE ATTORNEYS GENERAL ACT

SETTLEMENT AND RELEASE

This Stipulation of Private Attorneys General Act Settlement and Release (“Settlement” or “Settlement Agreement”) is made and entered into by and between Plaintiff Joaquin N. Saldivar Torres (“Plaintiff”), as proxy for the State of California and on behalf of himself, the State of California, and all PAGA Employees (as defined below), on the one hand, and Defendant GMRI, Inc. (“GMRI”) on its own behalf and on behalf of the Released Parties (defined below), on the other hand. This Settlement Agreement is subject to the terms and conditions set forth herein and the approval of the Superior Court of the State of California for the County of Orange (“Court”).

SETTLEMENT TERMS

A. Definitions

Unless otherwise defined, capitalized terms used in this Settlement Agreement shall have the meanings set forth below:

1. **“Action”** means and refers to the civil lawsuit entitled *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.

2. **“Attorneys’ Fees”** means the amount of attorneys’ fees awarded by the Court from the Total Settlement Amount to Plaintiff’s Counsel in full satisfaction of the services Plaintiff’s Counsel have provided and will provide in prosecuting and settling the Action.

3. **“Defense Counsel”** means Julie A. Dunne, Esq. and Joseph J. Kim, Esq. of DLA Piper LLP (US).

4. **“Effective Date”** means the date this Settlement is approved as provided herein and the Court’s Settlement Approval Order and Judgment (defined below) becomes final and is no longer appealable. For purposes of this Settlement, “becomes final and is no longer appealable” shall mean the later of: (a) the day after the last date by which a notice of appeal to the applicable Court of Appeal of the Settlement Approval Order and Judgment may be timely filed and none is filed; (b) if an appeal is filed, and the appeal is finally disposed of by ruling, dismissal, denial, or in any other manner that confirms the validity of the Settlement Approval Order and Judgment, the day after the last date for filing a request for further review of the Settlement Approval Order and Judgment passes, and no further review is requested; or (c) if an appeal is filed and resolved, but further review of the order is requested, (i) the day after the request for review is denied with prejudice and/or no further review of the decision can be requested, or (ii) if review is accepted, the day after the California Supreme Court affirms the Settlement. The Effective Date cannot occur, and GMRI will not be obligated to fund this Settlement, unless and until there is no possibility of any appeal that could potentially prevent this Settlement from becoming final and binding.

5. **“Individual Pay Periods”** means each PAGA Employee’s individual pay periods worked in a non-exempt position at an Olive Garden, Yard House, Eddie V’s Prime Seafood Restaurant, Seasons 52, LongHorn Steakhouse, The Capital Grille, and/or Ruth’s Chris Steak House restaurant in California, during the applicable Settlement Period according to GMRI’s business records.

6. **“Individual Settlement Payment”** means the portion of the PAGA Fund paid to each PAGA Employee, as calculated pursuant to Paragraph 42 herein. One hundred percent (100%) of the Individual Settlement Payments made to PAGA Employees shall be deemed civil penalties and reported as miscellaneous income which shall be subject to IRS Form 1099 reporting only to the extent required by law.

7. **“Litigation Costs”** means the amount of costs awarded by the Court from the Total Settlement Amount to Plaintiff’s Counsel in full satisfaction of the costs Plaintiff’s Counsel have incurred and will incur in prosecuting and settling the Action.

8. **“LWDA”** means the California Labor and Workforce Development Agency.

9. **“LWDA Notice”** means the Second Amended LWDA Notice that Plaintiff will file with the LWDA and that encompasses all of the claims described in the PAGA Release as defined in Paragraph 29.

10. **“Notice”** means the communication to each PAGA Employee to accompany their Individual Settlement Payment, which should be substantially in the form attached hereto as **Exhibit A**, and which shall be sent in both English and Spanish.

11. **“PAGA Employee List”** means the list of all PAGA Employees’ full names, most recent mailing addresses, and Social Security numbers on file with GMRI, and the number of pay periods each PAGA Employee worked for GMRI in the State of California in a non-exempt position at a Yard House, Olive Garden, Eddie V’s Prime Seafood Restaurant, Seasons 52, The Capital Grille, Ruth’s Chris Steak House and/or LongHorn Steakhouse restaurant during the applicable Settlement Period, according to GMRI’s records.

12. **“PAGA Employees”** means Plaintiff and all other individuals who worked for GMRI in the State of California in a non-exempt position at a Yard House, Olive Garden, Eddie V’s Prime Seafood Restaurant, Seasons 52, The Capital Grille, Ruth’s Chris Steak House and/or LongHorn Steakhouse restaurant, in California, during the applicable Settlement Period, based on GMRI’s records.

13. **“PAGA Fund”** means the Total Settlement Amount less Court-approved Settlement Administration Costs, Attorneys’ Fees, Litigation Costs, and the Service Award. Seventy-five percent (75%) of the PAGA Fund attributable to pay periods worked prior to June 19, 2024, will be distributed to the LWDA and the remaining twenty-five percent (25%) of that portion of the PAGA Fund will be distributed to the PAGA Employees who worked during pay periods occurring prior to June 19, 2024. Sixty-five percent (65%) of the PAGA Fund attributable to pay periods worked on or after June 19, 2024, will be distributed to the LWDA and the remaining thirty-five percent (35%) of that portion of the PAGA Fund will be distributed to the PAGA Employees who worked during pay periods occurring on or after June 19, 2024.

14. **“Plaintiff’s Counsel”** means Solouki and Savoy, LLP.

15. **“Released Parties”** means GMRI, Inc., Darden Restaurants, Inc., and all of their past and present parents, subsidiaries, affiliates, associates, owners, divisions, related companies, related entities, business concerns (including Yard House, Olive Garden, Eddie V’s Prime Seafood Restaurant, Seasons 52, The Capital Grille, Ruth’s Chris Steak House, and LongHorn Steakhouse restaurants), and attorneys, and each of them, and their respective past and present successors and predecessors in interest, and all of their respective past and present and future officers, directors, employees, shareholders, administrators, fiduciaries, trustees, beneficiaries, agents, attorneys, principals, heirs, assigns, representatives, accountants, auditors, consultants, insurers and reinsurers.

16. **“Service Award”** means the amount from the Total Settlement Amount that the Court awards to Plaintiff in recognition of his efforts in obtaining the benefits of the Settlement and as consideration for executing this Settlement Agreement and providing a Complete and General Release of all claims against the Released Parties, which shall not exceed Five Thousand Dollars and Zero Cents (\$5,000.00).

17. **“Settlement Administration Costs”** means the amount of money from the Total Settlement Amount that the Court approves for payment to the Settlement Administrator for services rendered in administering the Settlement, which shall not exceed One Hundred and Forty Eight Thousand, Five Hundred and Ninety Dollars and Zero Cents (\$148,590.00).

18. **“Settlement Administrator”** means, subject to Court approval, Apex Class Action LLC, Class Action Administration, a third-party settlement claims administrator.

19. **“Settlement Approval Order and Judgment”** means the order that will be entered by the Court to approve the Settlement and enter judgment in the Action, which shall be substantially in the form attached hereto as **Exhibit B**.

20. **“Settlement Fund Account”** means the bank account established by the Settlement Administrator pursuant to the terms of this Settlement Agreement, from which all monies payable under the terms of this Settlement shall be paid, as set forth herein.

21. **“Settlement Period”** means the following time periods for each California restaurant brand at which GMRI employs PAGA Employees:

- Olive Garden: June 6, 2017, through September 30, 2025
- Yard House: June 14, 2022, through September 30, 2025
- Eddie V’s Prime Seafood Restaurant: November 6, 2019, through September 30, 2025
- Seasons 52: November 6, 2019, through September 30, 2025
- The Capital Grille: November 6, 2019, through September 30, 2025
- LongHorn Steakhouse: November 6, 2019, through September 30, 2025
- Ruth’s Chris Steak House: October 9, 2024, through September 30, 2025

22. **“Total Pay Periods”** means the total number of pay periods worked in a non-exempt position at a Yard House, Olive Garden, Eddie V’s Prime Seafood Restaurant, Seasons

52, LongHorn Steakhouse, The Capital Grille, Ruth's Chris Steak House restaurant in California, by all PAGA Employees during the applicable Settlement Period according to GMRI's business records.

23. **"Total Settlement Amount"** means the maximum amount that GMRI will be required to pay if the Court approves this Settlement and the Effective Date occurs, and which shall be Three Million Eight Hundred Eighty Thousand Dollars and Zero Cents (\$3,880,000.00). The Total Settlement Amount will be used to pay: (a) the award of Attorneys' Fees and Litigation Costs to Plaintiff's Counsel; (b) the Service Award to Plaintiff; (c) the Settlement Administration Costs; and (d) the PAGA Fund for the LWDA and PAGA Employees.

24. **"Void Date"** means the 181st day after issuance of Individual Settlement Payment checks to PAGA Employees, and the date on which the Individual Settlement Payment checks will no longer be valid and negotiable.

B. Consideration

25. No Admission of Liability. GMRI has contended and continues to contend that the allegations in the Action have no merit and do not give rise to liability. GMRI specifically denies all of the allegations in Plaintiff's LWDA Notice and all of the allegations in the Action. This Settlement Agreement is a compromise of such disputed claims. Nothing contained in this Settlement Agreement, and no documents referred to herein, and no action taken to carry out this Settlement Agreement may be construed or used as an admission by GMRI or any of the Released Parties of any fault, wrongdoing, or liability whatsoever.

26. Distribution of the Total Settlement Amount. Provided that the Court approves the Settlement and the Effective Date occurs, GMRI will pay the Total Settlement Amount of Three Million Eight Hundred Eighty Thousand Dollars and Zero Cents (\$3,880,000.00) to the Settlement Administrator for deposit into the Settlement Fund Account. Under no circumstances will GMRI be required to pay more than the Total Settlement Amount. Subject to the Court's approval, the Total Settlement Amount shall be allocated as follows:

- a. Attorneys' Fees. Plaintiff represents and warrants that he has been represented in the Action only by Solouki and Savoy, LLP. Plaintiff will apply to the Court for an award of up to one-third of the Total Settlement Amount, i.e., One Million Two Hundred Ninety-Three Thousand Three Hundred Thirty-Three Dollars and Thirty-Three Cents (\$1,293,333.33), in attorneys' fees. The Court will determine the amount of Attorneys' Fees to award to Plaintiff's Counsel. This Settlement is not contingent upon the Court awarding any particular amount in Attorneys' Fees. If the Court awards less than the full amount of Attorneys' Fees requested by Plaintiff, the unawarded amount shall become part of the PAGA Fund.

The Attorneys' Fees awarded by the Court shall be paid in full satisfaction of all claims Plaintiff may have for attorneys' fees arising out of Plaintiff's prosecution of the Action. Other than as set forth in Paragraph 33 below, neither Plaintiff's Counsel nor any other current or past counsel for Plaintiff and/or PAGA Employees shall be permitted to petition the Court for, or to accept, any additional

payments for attorneys' fees from GMRI or the Released Parties related to the Action.

- b. Litigation Costs. Plaintiff will apply to the Court for an award of up to Forty Thousand Dollars and Zero Cents (\$40,000.00) to be paid to Plaintiff's Counsel for Litigation Costs. The Court will determine the amount of Litigation Costs to award to Plaintiff's Counsel. This Settlement is not contingent upon the Court awarding any particular amount in Litigation Costs. If the Court awards less than the full amount of Litigation Costs requested by Plaintiff, the unawarded amount shall become part of the PAGA Fund.

The Litigation Costs awarded by the Court shall be paid in full satisfaction of all claims Plaintiff may have for costs arising out of Plaintiff's prosecution of the Action. Other than as set forth in Paragraph 33 below, neither Plaintiff's Counsel nor any other current or past counsel for Plaintiff and/or PAGA Employees shall be permitted to petition the Court for, or to accept, any additional payments for litigation costs from GMRI or the Released Parties related to the Action.

- c. Plaintiff's Service Award. Plaintiff will apply for a Service Award of Five Thousand Dollars and Zero Cents (\$5,000.00) for his work in prosecuting the Action and securing this Settlement and in exchange for Plaintiff's Complete and General Release. The Court will determine the amount of the Service Award. This Settlement is not contingent upon the Court awarding any particular amount for a Service Award. If the Court awards less than the full amount of the Service Award requested by Plaintiff, the unawarded amount shall become part of the PAGA Fund.
- d. Settlement Administration Costs. The Parties agree that up to One Hundred and Forty Eight Thousand, Five Hundred and Ninety Dollars and Zero Cents (\$148,590.00) of the Total Settlement Amount shall be paid to the Settlement Administrator for Settlement Administration Costs. The Court will determine the amount of Settlement Administration Costs to award. If the Court awards less than the full amount of Settlement Administration Costs requested by Plaintiff, any unawarded amount shall be become part of the PAGA Fund.
- e. PAGA Fund. The Parties agree that the PAGA Fund shall be paid to the LWDA and the PAGA Employees in full satisfaction of all claims for PAGA civil penalties for alleged violations of the California Labor Code, Wage Orders, regulations, and/or other provisions of law set forth in Plaintiff's notice letter to the LWDA, and in the Action. The PAGA Fund will be divided into two values: one value for all pay periods worked prior to June 19, 2024; and another value for all pay periods worked on or after June 19, 2024. The same pay period value will be applied to all pay periods covered by the Settlement. Pursuant to PAGA, seventy-five (75%) of the PAGA Fund attributable to pay periods worked prior to June 19, 2024, will be distributed to the LWDA and the remaining twenty-five percent (25%) of that portion of the PAGA Fund will be distributed to the PAGA Employees who worked during pay periods occurring prior to June 19, 2024.

Sixty-five percent (65%) of the PAGA Fund attributable to pay periods worked on or after June 19, 2024, will be distributed to the LWDA and the remaining thirty-five percent (35%) of that portion of the PAGA Fund will be distributed to the PAGA Employees who worked during pay periods occurring on or after June 19, 2024. The amount of each Individual Settlement Payment for each PAGA Employee will be calculated in accordance with the method set forth in Paragraph 42.

27. Escalator Clause. The Settlement was negotiated based on an estimate that PAGA Employees worked a total of approximately 3,920,845 Total PAGA Pay Periods from the start of the applicable PAGA Period through May 30, 2025. The PAGA Release (defined in Paragraph 29) runs through September 30, 2025. If by September 30, 2025, the actual number of Total PAGA Pay Periods is more than 10% greater than 3,920,845 (i.e., if the Total PAGA Pay Periods is greater than 4,312,930), then GMRI shall pay \$0.99 for each additional pay period in excess of 4,312,930.

28. Plaintiff's Complete and General Release. In consideration of GMRI's promises and agreements as set forth herein, Plaintiff, on behalf of himself and his heirs, executors, representatives, administrators, agents and assigns, hereby irrevocably, unconditionally, fully and forever releases, waives, and discharges GMRI and the Released Parties from any and all claims, demands, actions, causes of actions, judgments, rights, fees, damages, losses, debts, obligations, liabilities, and expenses (inclusive of attorneys' fees) of any kind whatsoever, whether known or unknown, that Plaintiff may have or have ever had against GMRI or the Released Parties, or any of them, arising out of, or in any way related to Plaintiff's hiring by, employment with, and termination from GMRI by reason of any actual or alleged act, omission, transaction, practice, conduct, occurrence, or other matter from the beginning of time up to and including the date of Plaintiff's execution of this Agreement ("**Complete and General Release**"). This Complete and General Release also includes, but is not limited to, any alleged violation by GMRI or the Released Parties of the laws, statutes, or regulations of the State of California, the United States, or any other jurisdiction, including, but not limited to, any and all statutory and common law claims for: defamation; fraud; conversion; slander; breach of contract; breach of the implied covenant of good faith and fair dealing; inducement of breach; interference with contract or prospective economic advantage; wrongful or unlawful discharge or demotion; violation of public policy; invasion of privacy; intentional or negligent infliction of emotional distress; intentional or negligent misrepresentation; conspiracy; bona fide disputes regarding failure to pay wages, bonuses, benefits, vacation pay, sick pay, severance pay, attorneys' fees, costs, penalties or any compensation of any sort; unlawful failure to prevent discrimination, retaliation or harassment on the basis of race, color, sex, national origin, ancestry, age, disability, handicap, medical condition or any other protected class or status; any claim under the Title VII of the Civil Rights Act of 1964, Section 1981 of U.S.C. Title 42, the Americans with Disabilities Act, the Worker Adjustment and Retraining Notification Act, the California Equal Pay Act, the state or federal Equal Pay Act, the Fair Labor Standards Act, California Labor Code, the California Constitution, the California Fair Employment and Housing Act, the Older Workers' Benefit Protection Act of 1990, the Age Discrimination in Employment Act, the Occupational Safety and Health Act or any other health/safety laws, statutes or regulations; violation of the Employee Retirement Income Security Act of 1974, the Internal Revenue Code, the California Family Rights Act, California's New Parent Leave Act, the Federal Family and Medical Leave Act, the

Fair Credit Reporting Act, the Consumer Credit Reporting Agencies Act, or the California Investigative Consumer Reporting Agencies Act.

Plaintiff's Complete and General Release includes a waiver of all rights and benefits afforded by California Civil Code section 1542, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Plaintiff knowingly abandons, releases, waives, and relinquishes all rights and benefits that he may acquire under California Civil Code section 1542 pertaining to the matters described in the Complete and General Release. Plaintiff further acknowledges that this waiver of the provisions of section 1542 was separately bargained for and is an essential and material term of this Agreement.

However, Plaintiff is not waiving any rights he may have to: (a) vested accrued employee benefits under GMRI's health, welfare, or retirement benefit plans; (b) benefits and/or the right to seek benefits under applicable workers' compensation and/or unemployment compensation statutes; (c) pursue claims which by law cannot be waived by signing this Agreement; and/or (d) enforce this Agreement.

Nothing in this Agreement shall interfere with Plaintiff's right to provide information to, participate in an investigation by, file a charge or complaint with, or testify in front of the National Labor Relations Board, the Equal Employment Opportunity Commission, a state or local fair employment practices agency, the Securities and Exchange Commission, the Occupational Safety and Health Administration, or any other governmental, regulatory, or self-regulatory agency. However, the consideration provided to Plaintiff in this Agreement shall be the sole relief provided to Plaintiff for the claims that are released by Plaintiff herein and Plaintiff will not be entitled to recover and agrees to waive any monetary, equitable, or other administrative relief or recovery directly from GMRI or the Released Parties in connection with any such claim, charge, or proceeding without regard to who has brought such complaint or charge. Nothing in this Agreement prohibits Plaintiff from recovering any bounties or other rewards offered by the government or available under the law. Plaintiff does not need prior authorization of any kind to make any such reports or disclosures, and Plaintiff is not required to notify GMRI that he has made such reports or disclosures.

29. PAGA Release. In consideration of GMRI's promises and agreements as set forth herein, Plaintiff, as proxy for the State of California and on behalf of all PAGA Employees, hereby releases the Released Parties from any and all claims, rights, demands, liabilities, and causes of action for civil penalties under PAGA arising during the applicable Settlement Period that were asserted in the Action or that could have been asserted in the Action based on facts and legal theories alleged in the Action, the LWDA Notice, and the LWDA notices that Plaintiff filed on August 8, 2024, and May 8, 2025, for alleged violations of California Labor Code sections

200, 201, 202, 203, 204, 206.5, 210, 218.6, 225.5, 226, 226(a), 226(c), 226.2, 226.3, 226.7, 226.8, 227.3, 246, 403, 404, 432.5, 432.6, 432.6(a), 432.6(c), 510, 512, 512(a), 551, 552, 558, 558, 1102.5, 1174, 1174(d), 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2800, 2802, 2802(a). The PAGA Release includes, but is not limited to, allegations that GMRI or any Released Party violated the Labor Code or any applicable order of the Industrial Welfare Commission regulating wages, hours, and working conditions because: GMRI or any Released Party failed to pay PAGA Employees at least minimum wage for all hours worked; GMRI or any Released Party failed to pay PAGA employees at least one and one-half times the regular rate of pay for work in excess of eight hours per day, and/or forty hours per week, and/or the first eight hours on the seventh consecutive day of work in a workweek; GMRI or any Released Party failed to pay PAGA Employees at least twice the regular rate of pay for work in excess of twelve hours per day or work in excess of eight hours on the seventh consecutive day of work in a workweek; GMRI or any Released Party failed to pay PAGA Employees for off-the-clock work performing various duties in and outside their job description and normal duties before and after their scheduled shifts; GMRI and any Released Party failed to pay PAGA Employees for dressing for and otherwise preparing to work and/or cleaning their uniforms and work areas before or after their work shifts were complete; GMRI and any Released Party failed to pay PAGA Employees for responding to work-related inquiries while off the clock; GMRI or any Released Party failed to keep records of PAGA Employees' actual hours worked; GMRI or any Released Party inaccurately recorded time punches or falsified PAGA Employees' hours worked; GMRI or any Released Party failed to provide PAGA Employees uninterrupted ten-minute paid rest breaks for every four hours worked or major fraction thereof; GMRI or any Released Party did not permit PAGA Employees to use the restroom; GMRI or any Released Party failed to provide uninterrupted thirty-minute meal periods to PAGA Employees who worked more than five hours per day and second uninterrupted thirty-minute meal periods to PAGA Employees who more than ten hours per day; GMRI or any Released Party required PAGA Employees to work through their thirty-minute meal periods; PAGA Employees were unable to take meal periods or rest breaks because of excessive workloads; GMRI or any Released Party interrupted and/or cut short PAGA Employees' meal periods and/or rest breaks; GMRI or any Released Party required PAGA Employees to be on call while on meal periods or rest breaks; GMRI or any Released Party required PAGA Employees to remain on GMRI's or any Released Party's premises during meal periods and/or rest breaks; GMRI or any Released Party failed to pay PAGA Employees meal period and rest break premiums owed; GMRI or any Released Party failed to pay PAGA Employees wages at the correct rate, including by failing to pay overtime and/or double time wages, meal period and/or rest break premiums, sick leave wages, reporting time pay, and final vacation wages, at the applicable regular rate of pay; GMRI or any Released Party failed to provide PAGA Employees with a day of rest; GMRI or any Released Party failed to pay PAGA Employees reporting time pay; GMRI or any Released Party failed to furnish PAGA Employees with accurate itemized wage statements; GMRI or any Released Party retaliated against PAGA Employees for, or prevented PAGA Employees from, disclosing information to a government or law enforcement agency regarding a perceived violation of a state or federal statute or violation of a local, state, or federal rule or regulation; GMRI or any Released Party failed to maintain employment and/or payroll records; GMRI or any Released Party failed to reimburse PAGA Employees for business expenses including but not limited to the use of personal cell phones or other devices, gloves, work supplies, uniforms, and/or travel-related expenses; GMRI or any Released Party failed to timely pay wages,

including final wages, to PAGA Employees; and GMRI or any Released Party required PAGA Employees to sign unlawful agreements as a condition of employment, including unlawful agreements to arbitrate disputes, waive the right to a trial by jury, and/or waive the right to bring and participate in representative and class actions. This PAGA Release also includes all claims that Plaintiff and/or the PAGA Employees may have against GMRI or the Released Parties relating to: the payment, taxation, and allocation of Attorneys' Fees and Litigation Costs pursuant to this Settlement Agreement; and the payment, taxation, and allocation of Plaintiff's Service Award pursuant to this Settlement Agreement ("**PAGA Release**").

30. Res Judicata Effect. Upon the Effective Date, the Parties agree that this Settlement Agreement and the PAGA Release contained herein shall have full *res judicata* effect on, and shall be final and binding as to, Plaintiff, the State of California, and all PAGA Employees as permitted by law.

C. Settlement Administration Procedures

31. Amendment of Complaint and Settlement Approval Motion. As soon as practicable after execution of this Settlement Agreement, and no later than June 6, 2025, Plaintiff will file the LWDA Notice. Sixty-five (65) days thereafter, the Parties shall file a stipulation permitting Plaintiff to file a First Amended Complaint to add the additional facts and theories alleged in the LWDA Notice,. Within two (2) court days of filing the First Amended Complaint, Plaintiff shall file a motion for approval of the Settlement; present this Settlement Agreement, including **Exhibits A-C**, to the Court; and request that the Court issue a Settlement Approval Order and Judgment, substantially in the form attached as **Exhibit B**. Plaintiff's Counsel will be primarily responsible for drafting all documents necessary to obtain approval of the Settlement, though the Parties will meet and confer on such materials. GMRI agrees not to oppose Plaintiff's motion for approval of the Settlement unless the motion is inconsistent with the terms set forth in this Settlement Agreement and/or the data underlying the Settlement (*i.e.*, the number of PAGA Employees and pay periods worked). Plaintiff shall provide GMRI with a draft of his motion for approval of the Settlement at least one week before the motion is to be filed so that GMRI may confirm the motion is accurate as to the settlement data referenced in the motion.

32. LWDA Notices. Pursuant to California Labor Code section 2699(l)(1), Plaintiff's Counsel will provide a copy of this Settlement Agreement to the LWDA concurrently with the filing of the motion for approval of the Settlement. Plaintiff's Counsel will also file a declaration in support of the motion for approval of the Settlement confirming that Plaintiff has submitted the Settlement Agreement to the LWDA in compliance with Labor Code section 2699(l)(1).

Pursuant to California Labor Code section 2699(l)(3), Plaintiff's Counsel will also provide a copy of the Court-approved Settlement Approval Order and Judgment in the Action to the LWDA within ten (10) days after entry of the Settlement Approval Order and Judgment.

33. Judgment and Continued Jurisdiction. After entry of the Settlement Approval Order and Judgment, the Court will have continuing and exclusive jurisdiction for purposes of addressing: (a) the interpretation and enforcement of the terms of the Settlement Agreement; (b) matters relating to the administration of the Settlement; and (c) such post-Judgment matters as may be appropriate under California Code of Civil Procedure section 664.6, or as set forth in

this Settlement Agreement. The Parties understand and agree that if either Plaintiff or GMRI brings an action to enforce this Agreement, the prevailing party shall be entitled to its/his reasonable attorneys' fees and costs.

34. Settlement Administrator. The Parties agree, subject to the Court's approval, to retain Apex Class Action LLC, Class Action Administration to administer this Settlement. The Parties each represent that they do not have any financial interest in the Settlement Administrator or otherwise have a relationship with the Settlement Administrator that could create a conflict of interest. The Settlement Administrator shall be responsible for: establishing the Settlement Fund Account; disbursing payment of Attorneys' Fees and Litigation Costs to Plaintiff's Counsel; disbursing payment of the Service Award to Plaintiff; disbursing the PAGA Fund pursuant to Paragraph 26(e); preparing, printing, and mailing the Individual Settlement Checks and accompanying Notice to PAGA Employees; printing and providing PAGA Employees, Plaintiff, and Plaintiff's Counsel with IRS Form 1099's to the extent required by law; providing a due diligence declaration for submission to the Court upon completion of administration of the Settlement; disbursing to itself the Settlement Administration Costs; and such other tasks as the Parties mutually agree or the Court orders. The Settlement Administrator shall keep the Parties timely apprised of the performance of all settlement administration responsibilities. Any legally mandated tax reports, tax filings, or other tax documents required by the administration of this Settlement shall be prepared by the Settlement Administrator.

35. PAGA Employee List. Within ten (10) business days of the Effective Date, GMRI will provide the Settlement Administrator with the PAGA Employee List, which shall be used solely for the administration of this Settlement and for no other purpose, and which shall not be shared with any persons or entity not employed by the Settlement Administrator and working on the administration of this Settlement. Because PAGA Employees' sensitive personal information is included in the PAGA Employee List, the Settlement Administrator shall perform its obligations under the terms and conditions set forth in the Information Security Agreement, attached hereto as **Exhibit C**, and the Court's Settlement Approval Order and Judgment.

36. Funding the Settlement. Within twenty-one (21) calendar days following the Effective Date, GMRI shall fund the Settlement by delivering the Total Settlement Amount to the Settlement Administrator for deposit into the Settlement Fund Account.

37. Payment of Attorneys' Fees. Provided that Plaintiff's Counsel provides the Settlement Administrator with an executed IRS Form W-9 by the Effective Date, the Settlement Administrator shall pay Plaintiff's Counsel from the Settlement Fund Account the amount of the Attorneys' Fees awarded by the Court within thirty-five (35) calendar days following the Effective Date. The Settlement Administrator shall issue an IRS Form 1099 statement to Plaintiff's Counsel and as otherwise required by law for the payment made pursuant to this Paragraph.

38. Payment of Litigation Costs. Provided that Plaintiff's Counsel provide the Settlement Administrator with an executed IRS Form W-9 by the Effective Date, the Settlement Administrator shall pay Plaintiff's Counsel from the Settlement Fund Account the amount of Litigation Costs awarded by the Court within thirty-five (35) calendar days following the Effective Date. The Settlement Administrator shall issue an IRS Form 1099 statement to

Plaintiff's Counsel and as otherwise required by law for the payment made pursuant to this Paragraph.

39. Payment of Service Award. Provided that Plaintiff provides the Settlement Administrator with an executed IRS Form W-9 by the Effective Date, the Settlement Administrator shall pay Plaintiff from the Settlement Fund Account the Service Award within thirty-five (35) calendar days following the Effective Date. The Settlement Administrator (and not GMRI) shall issue an IRS Form 1099 statement to Plaintiff for this payment. Plaintiff shall be solely and legally responsible for paying any and all applicable taxes on his Service Award and shall hold GMRI and the Released Parties harmless from any claim or liability for taxes, penalties, or interest arising as a result of the Service Award. The Service Award shall be in addition to Plaintiff's Individual Settlement Payment, which he shall receive as a PAGA Employee.

40. Settlement Administration Costs. Within thirty-five (35) calendar days following the Effective Date, the Settlement Administrator shall pay from the Settlement Fund Account the Court-approved Settlement Administration Costs.

41. Payment to LWDA. Within thirty-five (35) calendar days following the Effective Date, the Settlement Administrator shall issue from the Settlement Fund Account a check payable to the LWDA from the PAGA Fund in accordance with Paragraph 26(e).

42. Individual Settlement Payments. Within thirty-five (35) calendar days following the Effective Date, the Settlement Administrator shall issue from the Settlement Fund Account Individual Settlement Payments from the PAGA Fund, in accordance with Paragraphs 26(e) and Paragraph 43 to PAGA Employees. Prior to mailing the Individual Settlement Payments, the Settlement Administrator will perform a search based on the National Change of Address database for information to update and correct for any known or identifiable address changes. Any checks returned as non-deliverable on or before the Void Date will be sent promptly via regular First Class U.S. Mail to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator will promptly attempt to determine the correct address using a skip trace, or other search using the name, address, and/or Social Security number of the PAGA Employee involved, and will then perform a single re-mailing. Any checks issued to PAGA Employees shall remain valid and negotiable for one hundred eighty (180) calendar days from the date of their issuance and then shall become void on the 181st day after issuance, *i.e.*, the Void Date. Any check re-mailings will not extend the Void Date. The Parties agree that, within ten (10) calendar days after the Void Date, the Settlement Administrator shall issue a payment to the LWDA for the amount of any uncashed checks and any residual.

43. Calculation of Individual Settlement Payments. All PAGA Employees will receive an Individual Settlement Payment. The amount of each PAGA Employee's Individual Settlement Payment will be calculated based on the following formula:

- a. For PAGA Employees who worked a pay period prior to June 19, 2024, the formula will be $(\text{Individual Pay Periods worked prior to June 19, 2024} \div \text{Total Pay Periods worked prior to June 19, 2024}) \times (25\% \text{ of the PAGA Fund allocated to the pay periods worked prior to June 19, 2024})$.

- b. For PAGA Employees who worked a pay period on or after June 19, 2024, the formula will be $(\text{Individual Pay Periods worked on or after June 19, 2024} \div \text{Total Pay Periods worked on or after June 19, 2024}) \times (35\% \text{ of the PAGA Fund allocated to pay periods worked on or after June 19, 2024})$.

To the extent there is any residual, the Settlement Administrator shall issue a check in the amount of those funds to the LWDA.

44. Tax Treatment of Individual Settlement Payments. One hundred percent (100%) of each Individual Settlement Payment shall be deemed civil penalties and reported as miscellaneous income for which the Settlement Administrator shall issue an IRS Form 1099 only to the extent required by law.

45. Administration of Taxes. The Settlement Administrator will be responsible for issuing to Plaintiff, PAGA Employees, and Plaintiff's Counsel IRS Form 1099s or other tax forms as may be required by law for all amounts paid pursuant to this Settlement.

46. Certification of Completion. Within five (5) business days of issuing payment to the LWDA for any uncashed checks and/or residual, the Settlement Administrator will provide the Parties with a written declaration under oath certifying that it has completed administration of the Settlement. Plaintiff's Counsel shall file this declaration with the Court within five (5) business days of receipt.

D. Miscellaneous Provisions

47. Nullification of Settlement Agreement. In the event that: (a) the Court does not approve the Settlement as provided herein; or (b) the Effective Date does not occur for any other reason, then this Settlement Agreement, and any documents generated to bring it into effect, will be null and void, and the Parties shall be returned to their respective positions as of the date and time immediately prior to the execution of this Settlement Agreement, and the Parties shall proceed in all respects as if this Settlement Agreement had not been executed, except that any Settlement Administration Costs already incurred by the Settlement Administrator shall be paid by the Parties in equal shares.

48. No Effect on Employee Benefits. Amounts paid to Plaintiff and other PAGA Employees pursuant to this Settlement Agreement do not count as earnings or compensation for purposes of any benefits (e.g., 401(k) plans or retirement plans) sponsored by GMRI.

49. Tax Liability. The Parties make no representation as to the tax treatment or legal effect of the payments called for hereunder, and the Parties are not relying on any statement, representation, or calculation by any of the Parties or by the Settlement Administrator in this regard. Plaintiff understands and agrees that he will be solely responsible for the payment of any taxes and penalties assessed on the payments described herein and will hold Plaintiff's Counsel, GMRI, the Released Parties, and the Settlement Administrator free and harmless from and against any claims resulting from treatment of such payments as non-taxable damages. Each Party to this Settlement acknowledges and agrees that: (a) no provision of this Settlement, and no written communication or disclosure between or among the Parties or their attorneys and other

advisers, is or was intended to be, nor will any such communication or disclosure constitute or be construed or be relied upon as, tax advice within the meaning of United States Treasury Department Circular 230 (31 C.F.R. Part 10, as amended); and (b) each Party (i) has relied exclusively upon his, her, or its own independent legal and tax counsel for advice (including tax advice) in connection with this Settlement, (ii) has not entered into this Settlement based upon the recommendation of any other Party or any attorney or advisor to any other Party, and (iii) is not entitled to rely upon any communication or disclosure by any attorney or advisor to any other Party to avoid any tax penalty that may be imposed on the Party.

50. No Prior Assignments. Plaintiff and Plaintiff's Counsel represent, covenant, and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action, or right herein released and discharged.

51. No Pending Lawsuits By Plaintiff. Other than this Action and his written notices to the LWDA, Plaintiff represents that he does not have any pending lawsuits, administrative complaints, or charges against GMRI or any of the Released Parties in any local, state, or federal court or administrative agency. Plaintiff further acknowledges that all claims raised therein, if any, shall be fully and finally extinguished by virtue of this Settlement Agreement and the Court's Settlement Approval Order and Judgment.

52. Exhibits Incorporated by Reference. The terms of this Settlement Agreement include the terms set forth in any attached Exhibits, which are incorporated by this reference as though fully set forth herein. Any Exhibits to this Settlement Agreement are an integral part of the Settlement.

53. Entire Agreement. This Settlement Agreement and any attached Exhibits constitute the entirety of the terms of Parties' settlement agreement, and no oral or written representations, warranties, or inducements have been made to any Party concerning this Settlement Agreement or its Exhibits other than the representations, warranties, and covenants contained and memorialized in the Settlement Agreement and its Exhibits.

54. Amendment or Modification. This Agreement may be amended or modified only by a formal written instrument signed by counsel for all Parties or their successors-in-interest.

55. Authorization to Enter Into Settlement Agreement. The person signing this Settlement Agreement on behalf of GMRI represents and warrants that she is authorized to sign this Settlement Agreement on behalf of GMRI. Plaintiff represents and warrants that he is authorized to sign this Settlement Agreement and that he has not assigned any claim covered by this Settlement to a third party.

56. Binding Agreement. The Parties warrant that they understand and have full authority to enter into this Settlement, and further intend that this Settlement Agreement will be fully enforceable and binding on all Parties, and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any settlement confidentiality provisions that otherwise might apply under federal or state law.

57. California Law Governs. All terms of this Settlement Agreement and Exhibits hereto will be governed by and interpreted according to the laws of the State of California.

58. Execution and Counterparts. The Settlement Agreement may be executed by wet signature, by facsimile or scanned signature, or by Docu-Sign in one or more counterparts. All executed counterparts and each of them, including facsimile and scanned copies of the signature page, will be deemed to be one and the same instrument provided that counsel for the Parties will exchange among themselves original signed counterparts.

59. Waiver of Certain Appeals. In the event the Court approves this Settlement, the Parties agree to waive appeals concerning this Settlement.

60. Captions. The captions and paragraph numbers in this Settlement Agreement are inserted for the reader's convenience, and in no way define, limit, construe, or describe the scope or intent of the provisions of this Settlement Agreement.

61. Waiver. No waiver of any condition or covenant contained in this Settlement Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute a further waiver by such party of the same or any other condition, covenant, right, or remedy.

62. Representation By Counsel. The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and that this Settlement Agreement has been executed with the consent and advice of counsel, and reviewed in full. Further, Plaintiff and Plaintiff's Counsel warrant and represent that there are no liens on the Settlement Agreement.

63. Cooperation and Execution of Necessary Documents. All Parties will cooperate in good faith and execute all documents to the extent reasonably necessary to effectuate the terms of this Settlement Agreement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties may seek the assistance of the Court to resolve such disagreement.

64. Publicity. The Parties and their respective counsel agree not to publicize the facts, amount, or terms of the Settlement in any way, including by way of press releases, initiating contact with the press, responding to any press inquiries, or communicating with the press. Plaintiff and his counsel also agree not to reference this Settlement or identify GMRI or the Released Parties by name in any communication, including on social media, in any advertisement, any website, and/or in publication materials generally available to the public, for any purposes. The Parties and their counsel shall keep this Settlement and its terms confidential except as necessary to obtain approval of and to implement the Settlement.

65. Construction. The Parties agree that the terms and conditions of this Settlement are the result of lengthy, intensive arms-length negotiations between the Parties and that this Settlement shall not be construed in favor of or against any Party by reason of the extent to which any Party or her or its counsel participated in the drafting of this Settlement.

Signed by

DATED: 6/17/2025

PLAINTIFF JOAQUIN N. SALDIVAR
TORRES

Firmado por:

Joaquin Nicolas Saldivar Torres

D6E74339B888432...

DATED: _____

GMRI, INC.

By: _____
Name: Dawn Rodda-Stoewe
Title: Senior Vice President –
Division General Counsel

Acknowledged by

DATED: June 12, 2025

SOLOUKI AND SAVOY, LLP

Shoham J. Solouki

Shoham J. Solouki
Attorney for Plaintiff Joaquin N. Saldivar
Torres

Signed by

DATED: _____

PLAINTIFF JOAQUIN N. SALDIVAR
TORRES

DATED: June 17, 2025

GMRI, INC.

By: Matthew R. Broad

Name: Matt Broad

Title: Senior Vice President, General Counsel

Acknowledged by

DATED: June 12, 2025

SOLOUKI AND SAVOY, LLP

Shoham J. Solouki

Shoham J. Solouki

Attorney for Plaintiff Joaquin N. Saldivar
Torres

EXHIBIT “A”

<<FIRST_NAME>> <<LAST_NAME>>
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The parties to the lawsuit titled *Joaquin N. Saldivar Torres v. GMRI, Inc.*, filed in the Superior Court of the State of California for the County of Orange, Case No. 30-2024-01434800-CU-OE-NJC (the “Action”), have reached a settlement that affects you. The full terms of the settlement have been filed in the public record. This notice is a court-approved summary of the settlement.

Plaintiff Joaquin N. Saldivar Torres (“Plaintiff”), as proxy of the State of California and on behalf of all non-exempt employees who worked for GMRI, Inc. (“GMRI”) in the State of California at: an Olive Garden restaurant at any time between June 6, 2017, and September 30, 2025; a Yard House restaurant between June 14, 2022, and September 30, 2025; an Eddie V’s Prime Seafood Restaurant, a Seasons 52, a The Capital Grille, or a LongHorn Steakhouse restaurant between November 6, 2019, through September 30, 2025; or a Ruth’s Chris Steak House restaurant at any time between October 9, 2024 and September 30, 2025 (“PAGA Employees”), filed suit against GMRI for alleged Labor Code violations.

Generally, Plaintiff sought civil penalties under the California Private Attorneys General Act (“PAGA”), claiming that GMRI: violated the Labor Code or any applicable order of the Industrial Welfare Commission regulating wages, hours, and working conditions; failed to pay PAGA Employees at least minimum wage for all hours worked; failed to pay PAGA employees at least one and one-half times the regular rate of pay for work in excess of eight hours per day, and/or forty hours per week, and/or the first eight hours on the seventh consecutive day of work in a workweek; failed to pay PAGA Employees at least twice the regular rate of pay for work in excess of twelve hours per day or work in excess of eight hours on the seventh consecutive day of work in a workweek; failed to pay PAGA Employees for off-the-clock work performing various duties in and outside their job description and normal duties before and after their scheduled shifts; failed to pay PAGA Employees for dressing for and otherwise preparing to work and/or cleaning their uniforms and work areas before or after their work shifts were complete; failed to pay PAGA Employees for responding to work-related inquiries while off the clock; failed to keep records of PAGA Employees’ actual hours worked; inaccurately recorded time punches or falsified PAGA Employees’ hours worked; failed to provide PAGA Employees uninterrupted ten-minute paid rest breaks for every four hours worked or major fraction thereof; did not permit PAGA Employees to use the restroom; failed to provide uninterrupted thirty-minute meal periods to PAGA Employees who worked more than five hours per day and second uninterrupted thirty-minute meal periods to PAGA Employees who more than ten hours per day; required PAGA Employees to work through their thirty-minute meal periods; PAGA Employees were unable to take meal periods or rest breaks because of excessive workloads; interrupted and/or cut short PAGA Employees’ meal periods and/or rest breaks; required PAGA Employees to be on call while on meal periods or rest breaks; required PAGA Employees to remain on GMRI’s premises during meal periods and/or rest breaks; failed to pay PAGA Employees meal period and rest break premiums owed; failed to pay PAGA Employees wages at the correct rate, including by failing to pay overtime and/or double time wages, meal period and/or rest break premiums, sick leave wages, reporting time pay, and final vacation wages, at the applicable regular rate of pay; failed to provide PAGA Employees with a day of

rest; failed to pay PAGA Employees reporting time pay; failed to furnish PAGA Employees with accurate itemized wage statements; retaliated against PAGA Employees for, or prevented PAGA Employees from, disclosing information to a government or law enforcement agency regarding a perceived violation of a state or federal statute or violation of a local, state, or federal rule or regulation; failed to maintain employment and/or payroll records; failed to reimburse PAGA Employees for business expenses including but not limited to the use of personal cell phones or other devices, gloves, work supplies, uniforms, and/or travel-related expenses; failed to timely pay wages, including final wages, to PAGA Employees; and required PAGA Employees to sign unlawful agreements as a condition of employment, including unlawful agreements to arbitrate disputes, waive the right to a trial by jury, and/or waive the right to bring and participate in representative and class actions. Hereafter, these claims are referred to as the “PAGA Claims.”

GMRI denies that it has liability for any of the PAGA Claims. However, to avoid the time and expense associated with further litigation, Plaintiff and GMRI agreed to settle the case.

Pursuant to the settlement approved by the Court, Plaintiff, as proxy for the State of California and on behalf of all PAGA Employees, released the Released Parties (defined below) from any and all liability for the PAGA Claims. The release also includes all claims that Plaintiff and/or the PAGA Employees may have against GMRI or the Released Parties relating to: the payment, taxation, and allocation of Attorneys’ Fees and Litigation Costs awarded by the Court pursuant to the settlement; and the payment, taxation, and allocation of Plaintiff’s Service Award awarded by the Court pursuant to the settlement. The release applies only to claims for civil penalties under PAGA, and not any other claim or right that you may have.

The Released Parties are GMRI, Inc., Darden Restaurants, Inc., and all of their past and present parents, subsidiaries, affiliates, associates, owners, divisions, related companies, related entities, business concerns (including Yard House, Olive Garden, Eddie V’s Prime Seafood Restaurant, Seasons 52, The Capital Grille, Ruth’s Chris Steak House, and LongHorn Steakhouse restaurants), and attorneys, and each of them, and their respective past and present successors and predecessors in interest, and all of their respective past and present and future officers, directors, employees, shareholders, administrators, fiduciaries, trustees, beneficiaries, agents, attorneys, principals, heirs, assigns, representatives, accountants, auditors, consultants, insurers and reinsurers.

According to GMRI’s records, you are a PAGA Employee and are therefore entitled to a share of the settlement. Enclosed is a check representing your share of the settlement. The check shall remain valid for one hundred eighty (180) days. The value of checks remaining un-cashed for more than 180 days after issuance will be paid to the LWDA. One hundred percent (100%) of your share of the settlement shall be deemed penalties and reported as miscellaneous income for which an IRS Form 1099 will be issued, if required by law. You shall be solely and legally responsible for paying any and all applicable taxes on your share of the settlement.

If you have any questions, please contact:

Apex Class Action LLC, Class Action Administration

Address

Telephone

EXHIBIT “B”

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ORANGE

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

Plaintiff,

v.

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

Defendants.

CASE NO. 30-2024-01434800-CU-OE-CXC

**[PROPOSED] SETTLEMENT
APPROVAL ORDER AND JUDGMENT**

Complaint Filed: October 21, 2024
FAC Filed: September 4, 2025
Trial Date: None Set

SETTLEMENT APPROVAL ORDER AND JUDGMENT

This matter came before this Court on Plaintiff Joaquin N. Saldivar Torres’ (“Plaintiff”) motion for approval of the Parties’ Stipulation of Private Attorneys General Act Settlement and Release (“Settlement” or “Settlement Agreement”) pursuant to California’s Private Attorneys General Act, California Labor Code § 2698, *et seq.* (“PAGA”). The Court, having considered the Settlement, the papers filed in support of the motion, and the arguments of counsel, has determined that the Settlement provides genuine and meaningful relief under PAGA and is fair, adequate, and reasonable. Therefore, the Court hereby ORDERS, ADJUDGES, AND DECREES AS FOLLOWS:

1. The Court has jurisdiction over the subject matter of the above-captioned Action and over all Parties to the above-captioned Action.

2. This Order incorporates the Settlement Agreement agreed to between Plaintiff as proxy for the State of California and on behalf of himself and PAGA Employees, on the one hand, and Defendant GMRI, Inc. (“Defendant”), on its own behalf and on behalf of the Released Parties, on the other hand. Unless otherwise provided herein, all capitalized terms used herein shall have the same meaning as defined in the Settlement Agreement.

3. The Court hereby finds that Plaintiff notified the Labor and Workforce Development Agency (“LWDA”) of the Settlement in accordance with the notice requirements of California Labor Code section 2699(l). The Court has received no feedback from the LWDA regarding the Settlement.

4. The Court finds that the Settlement has been reached as a result of serious and non-collusive, arm’s-length negotiations. The Court has considered the nature of the claims, the procedural history of this case, the amounts paid in settlement, and the allocation of settlement proceeds among the LWDA and the PAGA Employees. The Court hereby finds the Settlement involves the resolution of a bona fide dispute, was entered into in good faith, and provides genuine and meaningful relief under PAGA. The Court therefore approves the Settlement as fair, adequate, and reasonable and directs the Parties to effectuate the Settlement according to the terms outlined in the Settlement Agreement.

5. Defendant will not be required to pay any additional amounts in connection with the Settlement other than the Total Settlement Amount of Three Million Eight Hundred Eighty Thousand Dollars and Zero Cents (\$3,880,000.00).

6. The Court awards attorneys' fees to Plaintiff's Counsel in the total amount of \$1,293,333.33. The attorneys' fees are to be paid from the Total Settlement Amount as final payment for and complete satisfaction of any and all attorneys' fees incurred by Plaintiff, and to be incurred by Plaintiff, to prosecute and settle the above-captioned Action.

7. The Court awards litigation costs to Plaintiff's Counsel in the total amount of \$40,000.00. The litigation costs are to be paid from the Total Settlement Amount as final payment for and complete satisfaction of any and all litigation costs incurred by Plaintiff, and to be incurred by Plaintiff, to prosecute and settle the above-captioned Action.

8. The Court awards Plaintiff a Service Award in the amount of \$5,000.00, to be paid from the Total Settlement Amount. Plaintiff submitted a declaration detailing the ways in which he assisted Plaintiff's Counsel in the litigation of the above-captioned Action, and the award is appropriate in light of Plaintiff's work on the case, the complete and general release provided by Plaintiff, and the stated purposes of PAGA.

9. The Court appoints Apex Class Action LLC, Class Action Administration to serve as the Settlement Administrator. The Court concludes that the Settlement Administration Costs in the amount of \$148,590.00 are reasonable and necessary to administer the Settlement and shall be paid from the Total Settlement Amount.

10. The remaining PAGA Fund of \$_____ shall be allocated as follows: 75% of the PAGA Fund attributable to pay periods worked before June 19, 2024, or \$_____, will be paid to the LWDA, and the remaining 25% of the PAGA Fund attributable to pay periods worked before June 19, 2024, or \$_____, will be paid to all PAGA Employees pursuant to the calculation set forth in the Settlement Agreement for calculating Individual Settlement Payments. 65% of the PAGA Fund attributable to pay periods worked on or after June 19, 2024, or \$_____, will be paid to the LWDA, and the remaining 35% of the PAGA Fund attributable to pay periods worked on or after June 19, 2024, or \$_____, will be paid to all

PAGA Employees pursuant to the calculation set forth in the Settlement Agreement for calculating Individual Settlement Payments.

11. Upon the Effective Date, the terms of the Settlement Agreement, and this Order and Judgment, shall be binding on the Parties. Plaintiff and PAGA Employees shall be bound by the releases set forth in the Settlement Agreement. Specifically:

- a. Upon the Effective Date, Plaintiff will be deemed to have provided a Complete and General Release to the Released Parties.
- b. Upon the Effective Date, Plaintiff as proxy for the State of California, and on behalf of all PAGA Employees, will be deemed to have provided Defendant and the Released Parties with the PAGA Release.
- c. The releases provided under the settlement shall have *res judicata* effect on Plaintiff, the State of California, and the PAGA Employees, as well as their heirs, executors, administrators, successors, and assigns in all pending and future claims, lawsuits, or other proceedings maintained by or on behalf of any such persons, to the extent those claims, lawsuits, or other proceedings fall within the scope of claims released as set forth in the Settlement Agreement.

12. Neither this Order and Judgment nor the Settlement Agreement (nor any other document referred to herein, nor any action taken to carry out this Order and Judgment) is, may be construed as, or may be used as, an admission or concession by Defendant or the Released Parties of the validity of any claim asserted by Plaintiff. The fact that Defendant entered into, and took action to implement, the Settlement shall not be considered as, or be deemed evidence of, an admission or concession of wrongdoing, fault or liability as alleged in the above-captioned Action. Moreover, the fact that Defendant entered into and/or took action to implement the Settlement shall not be offered or received in evidence in any action or proceeding against Defendant in any court, administrative agency, or other tribunal for any purpose whatsoever, except to enforce the provisions of this Order and Judgment and the Settlement Agreement; provided, however, that this Order and Judgment and the Settlement Agreement may be filed in any action against or by Defendant or the Released Parties to support a defense of *res judicata*, collateral estoppel, release,

waiver, good-faith settlement, judgment bar or reduction, full faith and credit, or any other theory of claim preclusion, issue preclusion, or similar defense or counterclaim.

13. The Court reserves exclusive and continuing jurisdiction over the lawsuit for the purposes of supervising the implementation, enforcement, construction, administration, and interpretation of the Settlement Agreement and this Order and Judgment pursuant to California Code of Civil Procedure section 664.6.

14. Within ten (10) days after entry of this Order and Judgment, Plaintiff shall submit a copy of this Order and Judgment to the LWDA pursuant to California Labor Code section 2699(l)(3). Within seven (7) days following Plaintiff's submission of this Order and Judgment to the LWDA, Plaintiff's Counsel shall file a declaration confirming that Plaintiff has complied with California Labor Code section 2699(l)(3).

15. The Court hereby enters judgment of the entire above-captioned Action, with prejudice, for the reasons set forth above and upon the terms set forth in the Settlement Agreement.

IT IS SO ORDERED, ADJUDGED, AND DECREED.

Dated: _____

Honorable William D. Claster
Orange County Superior Court Judge

EXHIBIT “C”

INFORMATION SECURITY AND SERVICES AGREEMENT

This Information Security and Services Agreement ("**Agreement**"), effective as of June 16, 2025 ("**Effective Date**") is entered into by GMRI, Inc. ("**GMRI**"), with offices at 1000 Darden Center Drive, Orlando, FL 32837, and Apex Class Action LLC, Class Action Administration, with a principal business address at 18 Technology Drive, Suite 154, Irvine, California 92618 ("**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.
- 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 SMafela@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 SMafela@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.

APEX CLASS ACTION LLC

By: 

Print Name: Sean Hartranft

Title: CEO

Date: 6/16/2025

GMRI, INC.

By: 

Print Name: Dawn Stoewe

Title: Senior Vice President

Date: 7/21/2025

EXHIBIT “5”



Shoham Solouki <shoham@soloukisavoy.com>

Thank you for your Proposed Settlement Submission

1 message

no-reply@formassembly.com <no-reply@formassembly.com>
To: shoham@soloukisavoy.com

Wed, Jul 23, 2025 at 11:01 AM

07/23/2025 11:00:42 AM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Proposed Settlement

On 07/23/2025 11:00:42 AM your Proposed Settlement was successfully processed for case number LWDA-CM-1044411-24

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm

EXHIBIT “6”

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REPRINTS

NLJ'S BILLING SURVEY

Select a Firm

- ☐ Miles & Stockbridge
- ☐ Miller & Martin
- ☐ Morgan Lewis
- ☐ Morris Manning
- ☒ Morrison & Foerster
- ☐ Nixon Peabody
- ☐ Norton Rose
- ☐ Nutter McClennen
- ☐ O'Melveny & Myers
- ☐ Orrick Herrington
- ☐ Parker Poe
- ☐ Patton Boggs
- ☐ Paul Hastings
- ☐ Paul Weiss
- ☐ Pepper Hamilton
- ☐ Perkins Cole

Morrison & Foerster

Largest U.S. Office: San Francisco, 1,010 total full-time equivalent attorneys



By the Numbers: The Firms Report Their Billing Rates

Firm	Largest U.S. Office	Total FTE Attorneys	Partner High	Partner Average	Partner Low	Associate High	Associate Average	Associate Low
Uechert	New York	100	\$1,100	\$800	\$600	\$700	\$500	\$300
Andrews Kurth	Houston	100	\$1,100	\$800	\$600	\$700	\$500	\$300
Hughes Hubbard	New York	100	\$1,100	\$800	\$600	\$700	\$500	\$300
Irell & Manella	Los Angeles	100	\$1,100	\$800	\$600	\$700	\$500	\$300
Proskauer Rose	New York	100	\$1,100	\$800	\$600	\$700	\$500	\$300
White & Case	New York	100	\$1,100	\$800	\$600	\$700	\$500	\$300
Morrison & Foerster	San Francisco	1,010	\$1,195	\$865	\$595	\$725	\$525	\$230
Pillsbury Winthrop	Washington	100	\$1,100	\$800	\$600	\$700	\$500	\$300
Kaye Scholer	New York	100	\$1,100	\$800	\$600	\$700	\$500	\$300
Kramer Levin	New York	100	\$1,100	\$800	\$600	\$700	\$500	\$300
Hogan Lovells	Washington	100	\$1,100	\$800	\$600	\$700	\$500	\$300
Kasowitz Benson	New York	100	\$1,100	\$800	\$600	\$700	\$500	\$300
Kirkland & Ellis	Chicago	100	\$1,100	\$800	\$600	\$700	\$500	\$300
Cooley	Palo Alto, Calif.	100	\$1,100	\$800	\$600	\$700	\$500	\$300

Full-time equivalent attorney numbers and the largest U.S. office are from the NLJ 350 published in April 2013. N/A** Data not available due to merger in 2013.

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... And the Bottom

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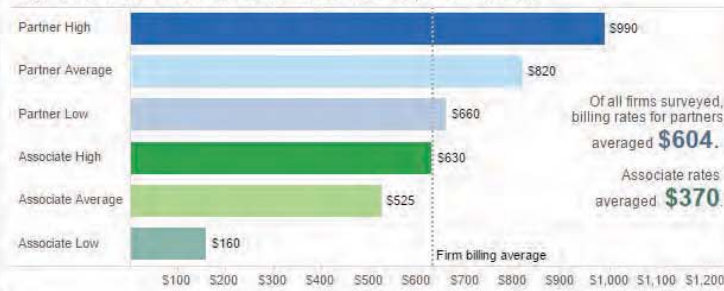
NLJ'S BILLING SURVEY

Select a Firm

- ☐ Connell Foley
- ☒ Cooley
- ☐ Covington & Burling
- ☐ Cox Smith
- ☐ Cozen O'Connor
- ☐ Curtis, Mallet-Prevost
- ☐ Davis Graham
- ☐ Davis Polk
- ☐ Debevoise & Plimpton
- ☐ Dechert
- ☐ Dentons
- ☐ Dickstein Shapiro
- ☐ Dinsmore & Shohl
- ☐ DLA Piper
- ☐ Dorsey & Whitney
- ☐ Duane Morris

Cooley

Largest U.S. Office: Palo Alto, Calif., 632 total full-time equivalent attorneys



By the Numbers: The Firms Report Their Billing Rates

Firm	Largest U.S. Office	Total FTE Attorneys	Partner High	Partner Average	Partner Low	Associate High	Associate Average	Associate Low
Kaye Scholer	New York	4,832	\$1,780	\$800	\$715	\$620	\$510	\$250
Kramer Levin	New York	1,528	\$1,025	\$850	\$735	\$650	\$550	\$300
Hogan Lovells	Washington	2,288	\$1,000	\$850	\$725	\$625	\$525	\$275
Kasowitz Benson	New York	1,600	\$1,000	\$850	\$700	\$600	\$500	\$250
Kirkland & Ellis	Chicago	1,511	\$950	\$800	\$650	\$575	\$475	\$225
Cooley	Palo Alto, Calif.	632	\$990	\$820	\$680	\$630	\$525	\$160
Arnold & Porter	Washington	1,300	\$850	\$715	\$675	\$585	\$485	\$245
Paul Hastings	New York	1,000	\$840	\$700	\$570	\$480	\$380	\$200
Curtis, Mallet-Prevost	New York	1,000	\$800	\$650	\$550	\$450	\$350	\$180
Winston & Strawn	Chicago	1,000	\$800	\$650	\$550	\$450	\$350	\$180
Bingham McCutchen	Boston	1,000	\$775	\$625	\$525	\$450	\$350	\$175
Akin Gump	Washington	1,000	\$750	\$600	\$500	\$400	\$300	\$150
Covington & Burling	Washington	1,000	\$750	\$600	\$500	\$400	\$300	\$150
King & Spalding	Atlanta	1,000	\$750	\$600	\$500	\$400	\$300	\$150

Full-time equivalent attorney numbers and the largest U.S. office are from the NLJ 350 published in April 2013. N/A** Data not available due to merger in 2013.

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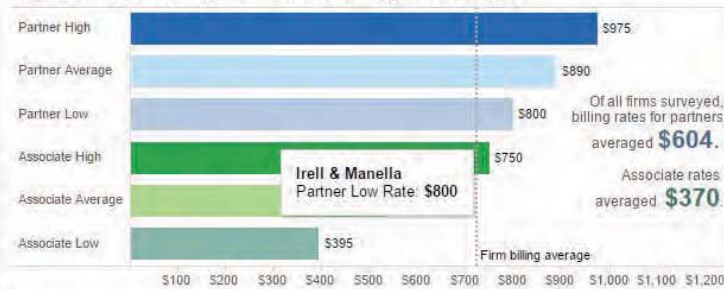
NLJ'S BILLING SURVEY

Select a Firm

- ☐ Harris Beach
- ☐ Harter Secrest
- ☐ Haynes and Boone
- ☐ Hogan Lovells
- ☐ Holland & Hart
- ☐ Holland & Knight
- ☐ Honigman Miller
- ☐ Hughes Hubbard
- ☐ Husch Blackwell
- ☐ Ice Miller
- ☒ Irell & Manella
- ☐ Jackson Kelly
- ☐ Jackson Lewis
- ☐ Jackson Walker
- ☐ Jeffer Mangels
- ☐ Jenner & Block

Irell & Manella

Largest U.S. Office: Los Angeles, 164 total full-time equivalent attorneys



By the Numbers: The Firms Report Their Billing Rates

Firm	Largest U.S. Office	Total FTE Attorneys	Partner High	Partner Average	Partner Low	Associate High	Associate Average	Associate Low
Uechert	New York	1,111	\$1,100	\$1,000	\$900	\$700	\$600	\$500
Andrews Kurth	Houston	1,000	\$1,100	\$1,000	\$900	\$700	\$600	\$500
Hughes Hubbard	New York	1,000	\$1,100	\$1,000	\$900	\$700	\$600	\$500
Irell & Manella	Los Angeles	164	\$975	\$890	\$800	\$750	\$535	\$395
Proskauer Rose	New York	7,400	\$1,100	\$1,000	\$900	\$700	\$600	\$500
White & Case	New York	1,000	\$1,100	\$1,000	\$900	\$700	\$600	\$500
Morrison & Foerster	San Francisco	1,000	\$1,100	\$1,000	\$900	\$700	\$600	\$500
Pillsbury Winthrop	Washington	1,000	\$1,100	\$1,000	\$900	\$700	\$600	\$500
Kaye Scholer	New York	1,000	\$1,100	\$1,000	\$900	\$700	\$600	\$500
Kramer Levin	New York	1,000	\$1,100	\$1,000	\$900	\$700	\$600	\$500
Hogan Lovells	Washington	2,200	\$1,100	\$1,000	\$900	\$700	\$600	\$500
Kasowitz Benson	New York	1,000	\$1,100	\$1,000	\$900	\$700	\$600	\$500
Kirkland & Ellis	Chicago	1,000	\$1,100	\$1,000	\$900	\$700	\$600	\$500
Cooley	Palo Alto, Calif.	1,000	\$1,100	\$1,000	\$900	\$700	\$600	\$500

Full-time equivalent attorney numbers and the largest U.S. office are from the NLJ 350 published in April 2013. N/A** Data not available due to merger in 2013.

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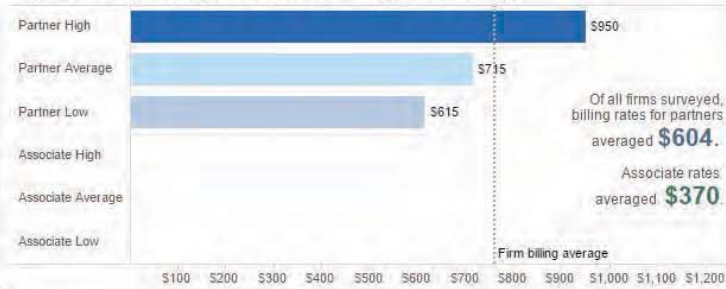
NLJ'S BILLING SURVEY

Select a Firm

- ☐ McElroy Deutsch
- ☐ McGuireWoods
- ☐ McKenna Long
- ☐ Michael Best
- ☐ Miles & Stookbridge
- ☐ Miller & Martin
- ☐ Morgan Lewis
- ☐ Morris Manning
- ☐ Morrison & Foerster
- ☐ Nixon Peabody
- ☐ Norton Rose
- ☐ Nutter McClennen
- ☒ O'Melveny & Myers
- ☐ Orrick Herrington
- ☐ Parker Poe
- ☐ Patton Boggs

O'Melveny & Myers

Largest U.S. Office: Los Angeles, 738 total full-time equivalent attorneys



By the Numbers: The Firms Report Their Billing Rates

Firm	Largest U.S. Office	Total FTE Attorneys	Partner High	Partner Average	Partner Low	Associate High	Associate Average	Associate Low
Baker & McKenzie	Chicago	1,100	\$1,055	\$715	\$615	\$950	\$604	\$370
Dickstein Shapiro	Washington	800	\$1,050	\$700	\$600	\$900	\$550	\$350
Jenner & Block	Chicago	1,100	\$1,000	\$650	\$550	\$850	\$500	\$300
Jones Day	New York	500	\$950	\$650	\$550	\$850	\$500	\$300
Manatt Phelps	Los Angeles	200	\$1,000	\$650	\$550	\$850	\$500	\$300
Seward & Kissel	New York	200	\$950	\$650	\$550	\$850	\$500	\$300
O'Melveny & Myers	Los Angeles	738	\$950	\$715	\$615	\$590	\$370	\$230
McDermott Will	Chicago	1,100	\$1,050	\$700	\$600	\$900	\$550	\$350
Reed Smith	Pittsburgh	1,100	\$1,000	\$650	\$550	\$850	\$500	\$300
Dentons	N/A**	1,100	\$1,050	\$700	\$600	\$900	\$550	\$350
Jeffer Mangels	Los Angeles	200	\$1,000	\$650	\$550	\$850	\$500	\$300
Sheppard Mullin	Los Angeles	200	\$1,000	\$650	\$550	\$850	\$500	\$300
Alston & Bird	Atlanta	200	\$1,000	\$650	\$550	\$850	\$500	\$300
Foley Hoag	Boston	200	\$1,000	\$650	\$550	\$850	\$500	\$300

Full-time equivalent attorney numbers and the largest U.S. office are from the NLJ 350 published in April 2013. N/A** Data not available due to merger in 2013.

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NLJ'S BILLING SURVEY

Select a Firm

- ☐ McElroy Deutsch
- ☐ McGuireWoods
- ☐ McKenna Long
- ☐ Michael Best
- ☐ Miles & Stookbridge
- ☐ Miller & Martin
- ☐ Morgan Lewis
- ☐ Morris Manning
- ☐ Morrison & Foerster
- ☐ Nixon Peabody
- ☐ Norton Rose
- ☐ Nutter McClennen
- ☐ O'Melveny & Myers
- ☒ Orrick Herrington
- ☐ Parker Poe
- ☐ Patton Boggs

Orrick, Herrington & Sutcliffe

Largest U.S. Office: San Francisco, 977 total full-time equivalent attorneys



By the Numbers: The Firms Report Their Billing Rates

Firm	Largest U.S. Office	Total FTE Attorneys	Partner High	Partner Average	Partner Low	Associate High	Associate Average	Associate Low
Blank Rome	Philadelphia	478	\$850	\$550	\$300	\$600	\$250	\$175
Kelley Drye	New York	258	\$815	\$480	\$300	\$560	\$240	\$150
Gardere Wynne	Dallas	233	\$775	\$450	\$250	\$550	\$210	\$120
Pepper Hamilton	Philadelphia	453	\$660	\$400	\$200	\$480	\$180	\$100
Orrick Herrington	San Francisco	977	\$945	\$625	\$305	\$675	\$310	\$170
Stevens & Lee	Reading, Pa.	187	\$660	\$400	\$200	\$480	\$180	\$100
Duane Morris	Philadelphia	880	\$775	\$450	\$250	\$550	\$210	\$120
Morgan Lewis	Philadelphia	1,334	\$775	\$450	\$250	\$550	\$210	\$120
Troutman Sanders	Atlanta	470	\$675	\$400	\$200	\$480	\$180	\$100
Allen Matkins	Los Angeles	187	\$660	\$400	\$200	\$480	\$180	\$100
Katten Muchin	Chicago	280	\$775	\$450	\$250	\$550	\$210	\$120
Lowenstein Sandler	Roseland, N.J.	204	\$775	\$450	\$250	\$550	\$210	\$120
Seyfarth Shaw	Chicago	710	\$660	\$400	\$200	\$480	\$180	\$100
Buchalter Nemer	Los Angeles	104	\$660	\$400	\$200	\$480	\$180	\$100

Full-time equivalent attorney numbers and the largest U.S. office are from the NLJ 350 published in April 2013. N/A** Data not available due to merger in 2013.

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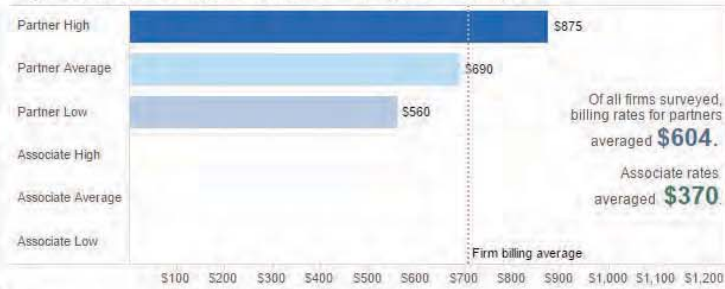
NLJ'S BILLING SURVEY

Select a Firm

- ☐ Allen & Matlack
- ☐ Jackson Kelly
- ☐ Jackson Lewis
- ☐ Jackson Walker
- ☒ Jeffer Mangels
- ☐ Jenner & Block
- ☐ Jones Day
- ☐ Jones Walker
- ☐ Kasowitz Benson
- ☐ Katten Muchin
- ☐ Kaye Scholer
- ☐ Kelley Drye
- ☐ Kilpatrick Townsend
- ☐ King & Spalding
- ☐ Kirkland & Ellis
- ☐ Knobbe Martens

Jeffer, Mangels, Butler & Mitchell

Largest U.S. Office: Los Angeles, 126 total full-time equivalent attorneys



By the Numbers: The Firms Report Their Billing Rates

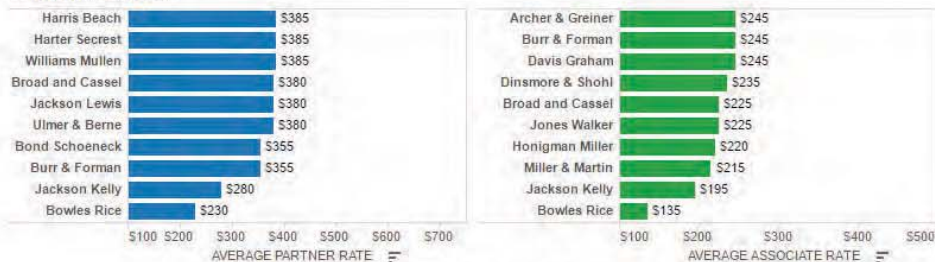
Firm	Largest U.S. Office	Total FTE Attorneys	Partner High	Partner Average	Partner Low	Associate High	Associate Average	Associate Low
Baker & McKenzie	Chicago	1,700	\$1,055	\$700	\$500	\$600	\$400	\$250
Dickstein Shapiro	Washington	800	\$1,050	\$700	\$500	\$600	\$400	\$250
Jenner & Block	Chicago	1,100	\$1,000	\$650	\$450	\$550	\$350	\$200
Jones Day	New York	1,000	\$950	\$600	\$400	\$500	\$300	\$150
Manatt Phelps	Los Angeles	1,000	\$900	\$550	\$350	\$450	\$250	\$100
Seward & Kissel	New York	1,000	\$900	\$550	\$350	\$450	\$250	\$100
O'Melveny & Myers	Los Angeles	1,000	\$900	\$550	\$350	\$450	\$250	\$100
McDermott Will	Chicago	1,000	\$900	\$550	\$350	\$450	\$250	\$100
Reed Smith	Pittsburgh	1,000	\$900	\$550	\$350	\$450	\$250	\$100
Dentons	N/A**							
Jeffer Mangels	Los Angeles	126	\$875	\$690	\$560			
Sheppard Mullin	Los Angeles	125	\$875	\$690	\$560	\$600	\$400	\$250
Alston & Bird	Atlanta	125	\$875	\$690	\$560	\$600	\$400	\$250
Foley Hoag	Boston	125	\$875	\$690	\$560	\$600	\$400	\$250

Full-time equivalent attorney numbers and the largest U.S. office are from the NLJ 350 published in April 2013. N/A** Data not available due to merger in 2013.

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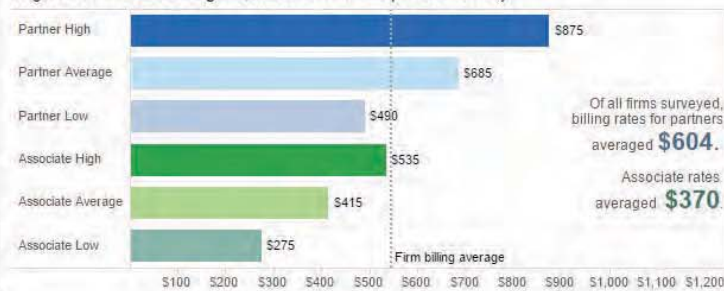
NLJ'S BILLING SURVEY

Select a Firm

- ☐ Robinson & Cole
- ☐ Rutan & Tucker
- ☐ Saul Ewing
- ☐ Sedgwick
- ☐ Seward & Kissel
- ☐ Seyfarth Shaw
- ☒ Sheppard Mullin
- ☐ Shumaker Loop
- ☐ Shutts & Bowen
- ☐ Skadden, Arps
- ☐ Snell & Wilmer
- ☐ Squire Sanders
- ☐ Stevens & Lee
- ☐ Stinson Morrison
- ☐ Steel Rives
- ☐ Strasburger & Price

Sheppard, Mullin, Richter & Hampton

Largest U.S. Office: Los Angeles, 521 total full-time equivalent attorneys



By the Numbers: The Firms Report Their Billing Rates

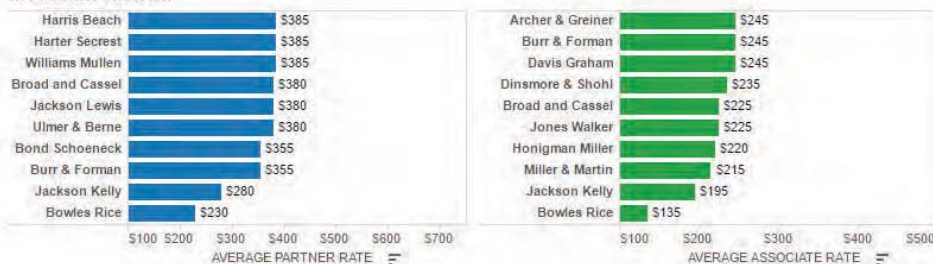
Firm	Largest U.S. Office	Total FTE Attorneys	Partner High	Partner Average	Partner Low	Associate High	Associate Average	Associate Low
Jeffer Mangels	Los Angeles	251	\$875	\$685	\$490	\$535	\$415	\$275
Sheppard Mullin	Los Angeles	521	\$875	\$685	\$490	\$535	\$415	\$275
Alston & Bird	Atlanta	251	\$875	\$685	\$490	\$535	\$415	\$275
Foley Hoag	Boston	251	\$875	\$685	\$490	\$535	\$415	\$275
Haynes and Boone	Dallas	251	\$875	\$685	\$490	\$535	\$415	\$275
Patton Boggs	Washington	251	\$875	\$685	\$490	\$535	\$415	\$275
Wiley Rein	Washington	251	\$875	\$685	\$490	\$535	\$415	\$275
Richards Layton	Wilmington, Del.	251	\$875	\$685	\$490	\$535	\$415	\$275
Venable	Washington	251	\$875	\$685	\$490	\$535	\$415	\$275
Greenberg Traurig	New York	251	\$875	\$685	\$490	\$535	\$415	\$275
Squire Sanders	Cleveland	251	\$875	\$685	\$490	\$535	\$415	\$275
Arent Fox	Washington	251	\$875	\$685	\$490	\$535	\$415	\$275
Blank Rome	Philadelphia	251	\$875	\$685	\$490	\$535	\$415	\$275
Kelley Drye	New York	251	\$875	\$685	\$490	\$535	\$415	\$275

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NLJ'S BILLING SURVEY

Select a Firm

- ☐ Ballard Spahr
- ☐ Barnes & Thornburg
- ☐ Benesch Friedlander
- ☐ Best Best
- ☐ Bingham McCutchen
- ☐ Blank Rome
- ☐ Bond Schoeneck
- ☐ Bowles Rice
- ☐ Bracewell & Giuliani
- ☐ Bradley Arant
- ☐ Broad and Cassel
- ☐ Brownstein Hyatt
- ☐ Bryan Cave
- ☒ Buchalter Nemer
- ☐ Burr & Forman
- ☐ Butzel Long

Buchalter Nemer

Largest U.S. Office: Los Angeles, 134 total full-time equivalent attorneys



By the Numbers: The Firms Report Their Billing Rates

Firm	Largest U.S. Office	Total FTE Attorneys	Partner High	Partner Average	Partner Low	Associate High	Associate Average	Associate Low
Seyfarth Shaw	Chicago	731	\$695	\$615	\$475	\$375	\$365	\$350
Buchalter Nemer	Los Angeles	134	\$695	\$605	\$475	\$375	\$365	\$350
Carlton Fields	Tampa, Fla.	276	\$615	\$555	\$425	\$325	\$315	\$305
Foley & Lardner	Milwaukee	872	\$645	\$565	\$435	\$375	\$365	\$355
Perkins Coie	Seattle	622	\$645	\$565	\$435	\$375	\$365	\$355
Vinson & Elkins	Houston	877	\$615	\$555	\$425	\$325	\$315	\$305
Holland & Knight	Washington	628	\$615	\$555	\$425	\$325	\$315	\$305
McGuireWoods	Richmond, Va.	644	\$615	\$555	\$425	\$325	\$315	\$305
Bryan Cave	St. Louis	666	\$615	\$555	\$425	\$325	\$315	\$305
Nutter McClennen	Boston	639	\$615	\$555	\$425	\$325	\$315	\$305
Gibbons	Newark, N.J.	378	\$615	\$555	\$425	\$325	\$315	\$305
Cozen O'Connor	Philadelphia	666	\$615	\$555	\$425	\$325	\$315	\$305
Knobbe Martens	Irvine, Calif.	288	\$615	\$555	\$425	\$325	\$315	\$305
Kilpatrick Townsend	Atlanta	620	\$615	\$555	\$425	\$325	\$315	\$305

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NLJ'S BILLING SURVEY

Select a Firm

- ☐ Katten Muchin
- ☐ Kaye Scholer
- ☐ Kelley Drye
- ☐ Kilpatrick Townsend
- ☐ King & Spalding
- ☐ Kirkland & Ellis
- ☒ Knobbe Martens
- ☐ Kramer Levin
- ☐ Lane Powell
- ☐ Latham & Watkins
- ☐ Lathrop & Gage
- ☐ Leonard Street
- ☐ Lewis Roca
- ☐ Lindquist & Vennum
- ☐ Littler Mendelson
- ☐ Lowenstein Sandler

Knobbe, Martens, Olson & Bear

Largest U.S. Office: Irvine, Calif., 268 total full-time equivalent attorneys



By the Numbers: The Firms Report Their Billing Rates

Firm	Largest U.S. Office	Total FTE Attorneys	Partner High	Partner Average	Partner Low	Associate High	Associate Average	Associate Low
Gibbons	Newark, N.J.	318	\$785	\$555	\$440	\$535	\$345	\$295
Cozen O'Connor	Philadelphia	268	\$785	\$555	\$440	\$535	\$345	\$295
Knobbe Martens	Irvine, Calif.	268	\$785	\$555	\$440	\$535	\$345	\$295
Kilpatrick Townsend	Atlanta	268	\$785	\$555	\$440	\$535	\$345	\$295
Littler Mendelson	San Francisco	268	\$785	\$555	\$440	\$535	\$345	\$295
Edwards Wildman	Boston	268	\$785	\$555	\$440	\$535	\$345	\$295
Thompson & Knight	Dallas	268	\$785	\$555	\$440	\$535	\$345	\$295
Fox Rothschild	Philadelphia	268	\$785	\$555	\$440	\$535	\$345	\$295
McCart & English	Newark, N.J.	268	\$785	\$555	\$440	\$535	\$345	\$295
McKenna Long	Atlanta	268	\$785	\$555	\$440	\$535	\$345	\$295
Saul Ewing	Philadelphia	268	\$785	\$555	\$440	\$535	\$345	\$295
Brownstein Hyatt	Denver	268	\$785	\$555	\$440	\$535	\$345	\$295
Lindquist & Vennum	Minneapolis	268	\$785	\$555	\$440	\$535	\$345	\$295
Nixon Peabody	Boston	268	\$785	\$555	\$440	\$535	\$345	\$295

Full-time equivalent attorney numbers and the largest U.S. office are from the NLJ 350 published in April 2013. N/A** Data not available due to merger in 2013.

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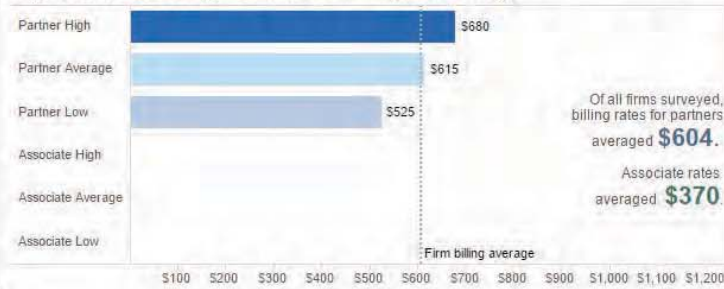
NLJ'S BILLING SURVEY

Select a Firm

- ☐ Adams and Reese
- ☐ Akerman Senterfitt
- ☐ Akin Gump
- ☒ Allen Matkins
- ☐ Alston & Bird
- ☐ Andrews Kurth
- ☐ Archer & Greiner
- ☐ Arent Fox
- ☐ Arnall Golden
- ☐ Arnold & Porter
- ☐ Arnstein & Lehr
- ☐ Baker & Hostetler
- ☐ Baker & McKenzie
- ☐ Baker Donelson
- ☐ Ballard Spahr
- ☐ Barnes & Thornburg

Allen Matkins Leck Gamble Mallory & Natsis

Largest U.S. Office: Los Angeles, 187 total full-time equivalent attorneys



By the Numbers: The Firms Report Their Billing Rates

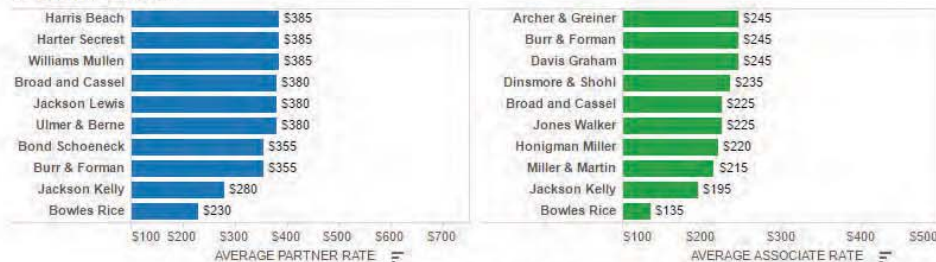
Firm	Largest U.S. Office	Total FTE Attorneys	Partner High	Partner Average	Partner Low	Associate High	Associate Average	Associate Low
Blank Rome	Philadelphia	257	\$675	\$615	\$525	\$375	\$300	\$275
Kelley Drye	New York	259	\$675	\$615	\$525	\$375	\$300	\$275
Gardere Wynne	Dallas	257	\$675	\$615	\$525	\$375	\$300	\$275
Pepper Hamilton	Philadelphia	257	\$675	\$615	\$525	\$375	\$300	\$275
Orrick Herrington	San Francisco	257	\$675	\$615	\$525	\$375	\$300	\$275
Stevens & Lee	Reading, Pa.	257	\$675	\$615	\$525	\$375	\$300	\$275
Duane Morris	Philadelphia	257	\$675	\$615	\$525	\$375	\$300	\$275
Morgan Lewis	Philadelphia	257	\$675	\$615	\$525	\$375	\$300	\$275
Troutman Sanders	Atlanta	257	\$675	\$615	\$525	\$375	\$300	\$275
Allen Matkins	Los Angeles	187	\$680	\$615	\$525			
Katten Muchin	Chicago	257	\$675	\$615	\$525	\$375	\$300	\$275
Lowenstein Sandler	Roseland, N.J.	257	\$675	\$615	\$525	\$375	\$300	\$275
Seyfarth Shaw	Chicago	257	\$675	\$615	\$525	\$375	\$300	\$275
Buchalter Nemer	Los Angeles	257	\$675	\$615	\$525	\$375	\$300	\$275

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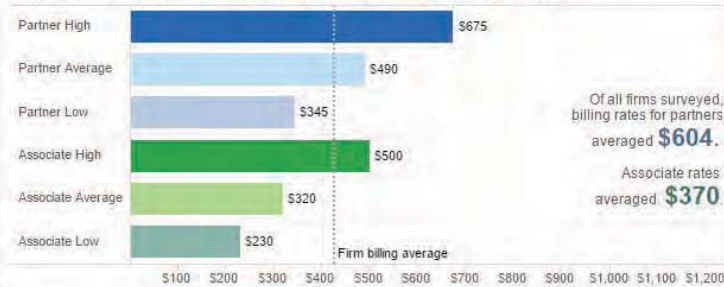
NLJ'S BILLING SURVEY

Select a Firm

- ☐ Pepper Hamilton
- ☐ Perkins Cole
- ☐ Pillsbury Winthrop
- ☐ Polsinelli
- ☐ Proskauer Rose
- ☐ Quarles & Brady
- ☐ Quinn Emanuel
- ☐ Reed Smith
- ☐ Richards Layton
- ☐ Riker Danzig
- ☐ Robinson & Cole
- ☒ Rutan & Tucker
- ☐ Saul Ewing
- ☐ Sedgwick
- ☐ Seward & Kissel
- ☐ Seyfarth Shaw

Rutan & Tucker

Largest U.S. Office: Costa Mesa, Calif., 139 total full-time equivalent attorneys



By the Numbers: The Firms Report Their Billing Rates

Firm	Largest U.S. Office	Total FTE Attorneys	Partner High	Partner Average	Partner Low	Associate High	Associate Average	Associate Low
Archer & Greiner	Phoenix	102	\$625	\$475	\$325	\$475	\$325	\$225
Arnall Golden	Atlanta	109	\$675	\$475	\$325	\$475	\$325	\$225
Rutan & Tucker	Costa Mesa, Calif.	139	\$675	\$490	\$345	\$500	\$320	\$230
Akerman Senterfitt	Miami	150	\$675	\$475	\$325	\$475	\$325	\$225
Barnes & Thornburg	Indianapolis	140	\$675	\$475	\$325	\$475	\$325	\$225
Morris Manning	Atlanta	140	\$675	\$475	\$325	\$475	\$325	\$225
Ballard Spahr	Philadelphia	145	\$675	\$475	\$325	\$475	\$325	\$225
Stinson Morrison	Kansas City, Mo.	200	\$675	\$475	\$325	\$475	\$325	\$225
Stoel Rives	Portland, Ore.	200	\$675	\$475	\$325	\$475	\$325	\$225
Miles & Stockbridge	Baltimore	200	\$675	\$475	\$325	\$475	\$325	\$225
Quarles & Brady	Milwaukee	113	\$675	\$475	\$325	\$475	\$325	\$225
Arnstein & Lehr	Chicago	110	\$675	\$475	\$325	\$475	\$325	\$225
Waller Lansden	Nashville, Tenn.	160	\$675	\$475	\$325	\$475	\$325	\$225
Benesch Friedlander	Cleveland	160	\$675	\$475	\$325	\$475	\$325	\$225
Bent Bent	Phoenix, Calif.	160	\$675	\$475	\$325	\$475	\$325	\$225

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NLJ'S BILLING SURVEY

Select a Firm

- ☐ Alston & Bird
- ☐ Andrews Kurth
- ☐ Archer & Greiner
- ☐ Arent Fox
- ☐ Arnall Golden
- ☐ Arnold & Porter
- ☐ Arnstein & Lehr
- ☐ Baker & Hostetler
- ☐ Baker & McKenzie
- ☐ Baker Donelson
- ☐ Ballard Spahr
- ☐ Barnes & Thornburg
- ☐ Benesch Friedlander
- ☒ Best Best
- ☐ Bingham McCutchen
- ☐ Blank Rome

Best Best & Krieger

Largest U.S. Office: Riverside, Calif., 175 total full-time equivalent attorneys



By the Numbers: The Firms Report Their Billing Rates

Firm	Largest U.S. Office	Total FTE Attorneys	Partner High	Partner Average	Partner Low	Associate High	Associate Average	Associate Low
Quarles & Brady	Milwaukee	470	\$620	\$420	\$250	\$380	\$275	\$210
Arnstein & Lehr	Chicago	144	\$600	\$400	\$200	\$350	\$250	\$195
Walier Lansden	Nashville, Tenn.	100	\$600	\$400	\$200	\$350	\$250	\$190
Benesch Friedlander	Cleveland	120	\$600	\$400	\$200	\$350	\$250	\$190
Best Best	Riverside, Calif.	175	\$655	\$455	\$340	\$385	\$280	\$235
Faegre Baker	Minneapolis	100	\$600	\$400	\$200	\$350	\$250	\$190
Riker Danzig	Morristown, N.J.	120	\$600	\$400	\$200	\$350	\$250	\$190
Baker & Hostetler	Cleveland	110	\$600	\$400	\$200	\$350	\$250	\$190
Ice Miller	Indianapolis	111	\$600	\$400	\$200	\$350	\$250	\$190
Parker Poe	Charlotte, N.C.	110	\$600	\$400	\$200	\$350	\$250	\$190
Michael Best	Milwaukee	100	\$600	\$400	\$200	\$350	\$250	\$190
Butzel Long	Bloomfield Hills, Mich.	100	\$600	\$400	\$200	\$350	\$250	\$190
McElroy Deutsch	Morristown, N.J.	100	\$600	\$400	\$200	\$350	\$250	\$190
Thompson Coburn	St. Louis	100	\$600	\$400	\$200	\$350	\$250	\$190

Full-time equivalent attorney numbers and the largest U.S. office are from the NLJ 350 published in April 2013. N/A** Data not available due to merger in 2013.

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NLJ'S BILLING SURVEY

Select a Firm

- ☐ Latham & Watkins
- ☐ Lathrop & Gage
- ☐ Leonard Street
- ☐ Lewis Roca
- ☐ Lindquist & Vennum
- ☒ Littler Mendelson
- ☐ Lovenstein Sandler
- ☐ Manatt Phelps
- ☐ McCarter & English
- ☐ McDermott Will
- ☐ McElroy Deutsch
- ☐ McGuireWoods
- ☐ McKenna Long
- ☐ Michael Best
- ☐ Miles & Stockbridge
- ☐ Miller & Martin

Littler Mendelson

Largest U.S. Office: San Francisco, 909 total full-time equivalent attorneys



By the Numbers: The Firms Report Their Billing Rates

Firm	Largest U.S. Office	Total FTE Attorneys	Partner High	Partner Average	Partner Low	Associate High	Associate Average	Associate Low
Gibbons	Newark, N.J.	358	\$685	\$585	\$485	\$475	\$325	\$225
Cozen O'Connor	Philadelphia	588	\$1,050	\$850	\$650	\$550	\$350	\$250
Knobbe Martens	Irvine, Calif.	288	\$750	\$650	\$550	\$450	\$350	\$250
Kilpatrick Townsend	Atlanta	850	\$775	\$650	\$550	\$475	\$350	\$250
Littler Mendelson	San Francisco	909	\$615	\$550	\$395	\$420	\$290	\$245
Edwards Wildman	Boston	570	\$750	\$650	\$550	\$450	\$350	\$250
Thompson & Knight	Dallas	288	\$750	\$650	\$550	\$450	\$350	\$250
Fox Rothschild	Philadelphia	688	\$750	\$650	\$550	\$450	\$350	\$250
McCarter & English	Newark, N.J.	571	\$625	\$525	\$425	\$375	\$275	\$175
McKenna Long	Atlanta	588	\$650	\$550	\$450	\$400	\$300	\$200
Saul Ewing	Philadelphia	228	\$650	\$550	\$450	\$400	\$300	\$200
Brownstein Hyatt	Denver	278	\$750	\$650	\$550	\$450	\$350	\$250
Lindquist & Vennum	Minneapolis	188	\$650	\$550	\$450	\$400	\$300	\$200
Nixon Peabody	Boston	850	\$650	\$550	\$450	\$400	\$300	\$200

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NLJ'S BILLING SURVEY

Select a Firm

- ☐ Pepper Hamilton
- ☐ Perkins Cole
- ☐ Pillsbury Winthrop
- ☐ Polsinelli
- ☐ Proskauer Rose
- ☐ Quarles & Brady
- ☐ Quinn Emanuel
- ☐ Reed Smith
- ☐ Richards Layton
- ☐ Riker Danzig
- ☐ Robinson & Cole
- ☐ Rutan & Tucker
- ☐ Saul Ewing
- ☒ Sedgwick
- ☐ Seward & Kissel
- ☐ Seyfarth Shaw

Sedgwick

Largest U.S. Office: San Francisco, 347 total full-time equivalent attorneys



By the Numbers: The Firms Report Their Billing Rates

Firm	Largest U.S. Office	Total FTE Attorneys	Partner High	Partner Average	Partner Low	Associate High	Associate Average	Associate Low
Andrus & Mart	Denver	250	\$750	\$450	\$350	\$550	\$350	\$250
Bradley Arant	Birmingham, Ala.	200	\$600	\$400	\$300	\$500	\$300	\$200
Husch Blackwell	St. Louis	250	\$600	\$400	\$300	\$500	\$300	\$200
Lane Powell	Seattle	250	\$600	\$400	\$300	\$500	\$300	\$200
Shutts & Bowen	Miami	250	\$600	\$400	\$300	\$500	\$300	\$200
Connell Foley	Roseland, N.J.	250	\$600	\$400	\$300	\$500	\$300	\$200
Sedgwick	San Francisco	347	\$615	\$425	\$305	\$475	\$325	\$250
Gordon & Rees	San Francisco	250	\$600	\$400	\$300	\$500	\$300	\$200
Lathrop & Gage	Kansas City, Mo.	250	\$600	\$400	\$300	\$500	\$300	\$200
Strasburger & Price	Dallas	250	\$600	\$400	\$300	\$500	\$300	\$200
Wyatt Tarrant	Louisville, Ky.	250	\$600	\$400	\$300	\$500	\$300	\$200
Taft Stettinius	Cincinnati	250	\$600	\$400	\$300	\$500	\$300	\$200
Polsinelli	Kansas City, Mo.	250	\$600	\$400	\$300	\$500	\$300	\$200
Robinson & Cole	Hartford, Conn.	250	\$600	\$400	\$300	\$500	\$300	\$200

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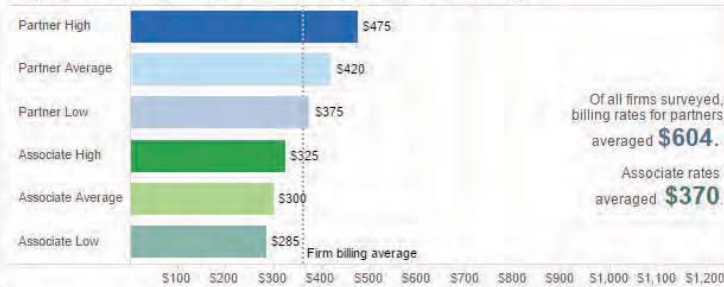
NLJ'S BILLING SURVEY

Select a Firm

- ☐ Dorsey & Whitney
- ☐ Duane Morris
- ☐ Edwards Wildman
- ☐ Faegre Baker
- ☐ Foley & Lardner
- ☐ Foley Hoag
- ☐ Fox Rothschild
- ☐ Fried Frank
- ☐ Gardere Wynne
- ☐ Gibbons
- ☐ Gibson Dunn
- ☒ Gordon & Rees
- ☐ Greenberg Traurig
- ☐ Harris Beach
- ☐ Harter Secrest
- ☐ Heckerling

Gordon & Rees

Largest U.S. Office: San Francisco, 457 total full-time equivalent attorneys



By the Numbers: The Firms Report Their Billing Rates

Firm	Largest U.S. Office	Total FTE Attorneys	Partner High	Partner Average	Partner Low	Associate High	Associate Average	Associate Low
Andrus & Mart	Denver	25	\$375	\$350	\$325	\$250	\$225	\$200
Bradley Arant	Birmingham, Ala.	25	\$375	\$350	\$325	\$250	\$225	\$200
Husch Blackwell	St. Louis	25	\$375	\$350	\$325	\$250	\$225	\$200
Lane Powell	Seattle	25	\$375	\$350	\$325	\$250	\$225	\$200
Shutts & Bowen	Miami	25	\$375	\$350	\$325	\$250	\$225	\$200
Connell Foley	Roseland, N.J.	25	\$375	\$350	\$325	\$250	\$225	\$200
Sedgwick	San Francisco	25	\$375	\$350	\$325	\$250	\$225	\$200
Gordon & Rees	San Francisco	457	\$475	\$420	\$375	\$325	\$300	\$285
Lathrop & Gage	Kansas City, Mo.	25	\$375	\$350	\$325	\$250	\$225	\$200
Strasburger & Price	Dallas	25	\$375	\$350	\$325	\$250	\$225	\$200
Wyatt Tarrant	Louisville, Ky.	25	\$375	\$350	\$325	\$250	\$225	\$200
Taft Stettinius	Cincinnati	25	\$375	\$350	\$325	\$250	\$225	\$200
Polsinelli	Kansas City, Mo.	25	\$375	\$350	\$325	\$250	\$225	\$200
Robinson & Cole	Hartford, Conn.	25	\$375	\$350	\$325	\$250	\$225	\$200

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NLJ'S BILLING SURVEY

Select a Firm

- ☐ Harris Beach
- ☐ Harter Secrest
- ☐ Haynes and Boone
- ☐ Hogan Lovells
- ☐ Holland & Hart
- ☐ Holland & Knight
- ☐ Honigman Miller
- ☐ Hughes Hubbard
- ☐ Husch Blackwell
- ☐ Ice Miller
- ☐ Irell & Manella
- ☐ Jackson Kelly
- ☒ Jackson Lewis
- ☐ Jackson Walker
- ☐ Jeffer Mangels
- ☐ Jenner & Block

Jackson Lewis

Largest U.S. Office: Los Angeles, 690 total full-time equivalent attorneys



By the Numbers: The Firms Report Their Billing Rates

Firm	Largest U.S. Office	Total FTE Attorneys	Partner High	Partner Average	Partner Low	Associate High	Associate Average	Associate Low
Honigman Miller	Detroit	327	\$250	\$200	\$150	\$200	\$150	\$100
Varnum	Grand Rapids, Mich.	104	\$250	\$200	\$150	\$200	\$150	\$100
Harris Beach	Rochester, N.Y.	204	\$250	\$200	\$150	\$200	\$150	\$100
Harter Secrest	Rochester, N.Y.	104	\$250	\$200	\$150	\$200	\$150	\$100
Jones Walker	New Orleans	300	\$250	\$200	\$150	\$200	\$150	\$100
Miller & Martin	Chattanooga, Tenn.	100	\$250	\$200	\$150	\$200	\$150	\$100
Williams Mullen	Richmond, Va.	234	\$250	\$200	\$150	\$200	\$150	\$100
Broad and Cassel	Orlando, Fla.	100	\$250	\$200	\$150	\$200	\$150	\$100
Jackson Lewis	Los Angeles	690	\$440	\$380	\$310	\$315	\$290	\$275
Ulmer & Berne	Cleveland	170	\$250	\$200	\$150	\$200	\$150	\$100
Bond Schoeneck	Syracuse, N.Y.	100	\$250	\$200	\$150	\$200	\$150	\$100
Burr & Forman	Birmingham, Ala.	200	\$250	\$200	\$150	\$200	\$150	\$100
Jackson Kelly	Charleston, W.Va.	200	\$250	\$200	\$150	\$200	\$150	\$100
Bowles Rice	Charleston, W.Va.	100	\$250	\$200	\$150	\$200	\$150	\$100

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Methodology/Sources: These data were compiled by ALM Legal Intelligence, the research arm of the NLJ's parent, ALM Media LLC. We asked respondents to the NLJ's annual survey of the nation's largest law firms (the "NLJ 350") to provide a range of hourly billing rates for partners and associates. For firms that did not supply data to us, in many cases we were able to supplement billing rate data derived from public records. In total, we have rates for 159 of the nation's 350 largest firms. Rates data include averages, highs and low rates for partners and associates. Information also includes the average full-time equivalent (FTE) attorneys at the firm and the city of the firm's principal or largest office.

This methodology has been modified since first published to note that the data cited were compiled by ALM Legal Intelligence, the research arm of the NLJ's parent, ALM Media LLC.

EXHIBIT “7”

LAFFEY MATRIX

History

Case Law

See the Matrix

Contact us

Home

			Years Out of Law School *				
Year	Adjustmt Factor**	Paralegal/ Law Clerk	1-3	4-7	8-10	11-19	20 +
6/01/24- 5/31/25	1.080182	\$258	\$473	\$581	\$839	\$948	\$1141
6/01/23- 5/31/24	1.059295	\$239	\$437	\$538	\$777	\$878	\$1057
6/01/22- 5/31/23	1.085091	\$225	\$413	\$508	\$733	\$829	\$997
6/01/21- 5/31/22	1.006053	\$208	\$381	\$468	\$676	\$764	\$919
6/01/20- 5/31/21	1.015894	\$206	\$378	\$465	\$672	\$759	\$914
6/01/19- 5/31/20	1.0049	\$203	\$372	\$458	\$661	\$747	\$899
6/01/18- 5/31/19	1.0350	\$202	\$371	\$455	\$658	\$742	\$894
6/01/17- 5/31/18	1.0463	\$196	\$359	\$440	\$636	\$717	\$864
6/01/16- 5/31/17	1.0369	\$187	\$343	\$421	\$608	\$685	\$826
6/01/15- 5/31/16	1.0089	\$180	\$331	\$406	\$586	\$661	\$796
6/01/14- 5/31/15	1.0235	\$179	\$328	\$402	\$581	\$655	\$789
6/01/13- 5/31/14	1.0244	\$175	\$320	\$393	\$567	\$640	\$771
6/01/12- 5/31/13	1.0258	\$170	\$312	\$383	\$554	\$625	\$753
6/01/11- 5/31/12	1.0352	\$166	\$305	\$374	\$540	\$609	\$734
6/01/10- 5/31/11	1.0337	\$161	\$294	\$361	\$522	\$589	\$709
6/01/09- 5/31/10	1.0220	\$155	\$285	\$349	\$505	\$569	\$686
6/01/08- 5/31/09	1.0399	\$152	\$279	\$342	\$494	\$557	\$671
6/01/07-5/31/08	1.0516	\$146	\$268	\$329	\$475	\$536	\$645
6/01/06-5/31/07	1.0256	\$139	\$255	\$313	\$452	\$509	\$614
6/1/05-5/31/06	1.0427	\$136	\$249	\$305	\$441	\$497	\$598
6/1/04-5/31/05	1.0455	\$130	\$239	\$293	\$423	\$476	\$574
6/1/03-6/1/04	1.0507	\$124	\$228	\$280	\$405	\$456	\$549
6/1/02-5/31/03	1.0727	\$118	\$217	\$267	\$385	\$434	\$522
6/1/01-5/31/02	1.0407	\$110	\$203	\$249	\$359	\$404	\$487
6/1/00-5/31/01	1.0529	\$106	\$195	\$239	\$345	\$388	\$468
6/1/99-5/31/00	1.0491	\$101	\$185	\$227	\$328	\$369	\$444
6/1/98-5/31/99	1.0439	\$96	\$176	\$216	\$312	\$352	\$424
6/1/97-5/31/98	1.0419	\$92	\$169	\$207	\$299	\$337	\$406
6/1/96-5/31/97	1.0396	\$88	\$162	\$198	\$287	\$323	\$389

6/1/95-5/31/96	1.032	\$85	\$155	\$191	\$276	\$311	\$375
6/1/94-5/31/95	1.0237	\$82	\$151	\$185	\$267	\$301	\$363

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

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

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

EXHIBIT “8”



Quotation Request:

Shoham Solouki
 Solouki and Savoy, LLP
 shoham@soloukisavoy.com
 213.814.4940

Case Name:

Joaquin N. Saldivar Torres v. GMRI, Inc.

Date:

Thursday, June 12, 2025

RFP Number:

196200003

Prepared By:

Sean Hartranft
 Apex Class Action LLC
 Sean@apexclassaction.com
 949.878.3676

Settlement Specifications

Number of Aggrieved Employees	70,062
Certified Language Translation:	Yes
Static Settlement Website	No
Percentage of Undeliverable Mail	20%

Professional Services	Fee Calculation	Rate(s)	Quantity	Estimated Cost
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Data Analytics and Standardization

Import and Standardize Data*	Per Hour	\$125.00	12	\$1,500.00
Data Analyst	Per Hour	\$150.00	12	\$1,800.00
Sub Total:				\$3,300.00

*Data provided must be in a workable format. Apex can standardize provided data at an additional cost of \$150/hr.

Project Management

Project Management	Per Hour	\$150.00	17	\$2,550.00
Project Coordinator	Per Hour	\$90.00	14	\$1,260.00
Data Analyst and Reporting	Per Hour	\$140.00	12	\$1,680.00
Sub Total:				\$5,490.00

Toll-Free Contact Center, Website, Reporting & Pre-Distribution

Form Set Up	Per Hour	\$120.00	1	\$120.00
Bilingual Toll-Free Contact Center	Static Rate	\$6,645.84	1	\$6,645.84
NCOA Address Update (USPS)	Static Rate	\$5,700.00	1	\$5,700.00
Certified Language Translation: Spanish	Static Rate	\$750.00	1	\$750.00
Settlement Status Reports	Static Rate	\$750.00	1	Waived
Sub Total:				\$13,215.84



Professional Services	Fee Calculation	Rate(s)	Quantity	Estimated Cost
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Distribution & Settlement Fund Management				
Settlement Calculations	Per Hour	\$120.00	12	\$1,440.00
Account Management and Reconciliation	Per Hour	\$140.00	12	\$1,680.00
Print & Mail Distribution Settlement Check (IRS Form 1099 if applicable)	Per Piece	\$0.75	70,062	\$52,546.50
USPS First Class Postage	Per Piece	\$0.63	70,062	\$44,139.06
Remail Distribution to Updated Address (Skip Trace)	Per Piece	\$1.50	14,012	\$21,018.60
Individual Income Tax Preparation & Reporting	Per Hour	\$100.00	12	\$1,200.00
QSF Income Tax Reporting (per calendar year)	Per Year	\$1,250.00	1	\$1,250.00
			Sub Total:	\$123,274.16

Post Distribution Reconciliation				
Bank Account Reconciliation	Per Hour	\$135.00	10	\$1,350.00
Project Management Reconciliation	Per Hour	\$100.00	10	\$1,000.00
Declarations	Per Hour	\$120.00	8	\$960.00
			Sub Total:	\$3,310.00

			WILL NOT EXCEED:	\$148,590.00
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Thank you for your business!

Terms & Conditions

The following Terms and Conditions govern the provision of all services to be provided by Apex Class Action and its affiliates ("Apex") to the Client. These terms and conditions are binding and shall apply to all services provided by Apex in relation to any related services or products.

1. **Services:** Apex commits to providing the Client with the administrative services detailed in the attached Proposal (the "Services").

2. **Payment Terms:** As compensation for the legal services to be provided, the Client agrees to pay Apex all fees detailed in the Proposal. The fees quoted in the Proposal (and any subsequent proposals for additional services) are estimates based on the information provided to Apex by the Client. Apex makes no representation that the estimated fees in the Proposal or any subsequent proposals for additional services shall equal the actual fees charged by Apex to the Client, which fees (including individual line items) may be greater or less than estimated. If additional services are requested on an hourly basis and are not specifically detailed in the Proposal, Apex will prepare estimates for such services subject to approval by the Client. In the performance of such additional services, Apex will charge standard hourly fees which shall apply.

3. **Incurred Expenses:** In relation to the provision of services outlined in this agreement, the Client agrees to reimburse Apex for all reasonable out-of-pocket expenses incurred. Such expenses may include, but are not limited to, costs associated with postage, media production or publication, banking fees, brokerage fees, messenger and delivery service expenses, travel expenses, filing fees, office supplies, meals, staff overtime expenses, and other related costs and expenses. If not otherwise specified in writing, fees for print notice and certain expenses, such as media publication and postage, must be paid immediately upon invoicing and, in certain cases, at least ten (10) days prior to the date on which such expenses will be incurred.

4. **Invoicing:** Apex shall present invoices for its fees and expenses on a monthly basis, except as provided in Section 3. The Client agrees to pay each invoice within 30 days of receipt. In the event of non-payment within 90 days of the billing date, an additional service charge of 1.5% per month may apply. Apex reserves the right to increase its prices, charges, and rates annually, subject to reasonable adjustments. If any price increases exceed 10%, Apex shall give thirty (30) days' notice to the Client. In the event of any unpaid invoices beyond 120 days of the due date, Apex reserves the right to withhold services and reports until payment is received, subject to notice to the Client. It is important to note that Apex's failure to provide services and reports in such instances shall not constitute a default under this agreement.

5. **Case Duration:** The duration of these Terms and Conditions, except for the data storage obligations stated in Section 13, shall be in effect until 30 days following the completion of the Services as described in the Proposal. The parties may extend these Terms and Conditions in writing for a mutually agreed-upon period beyond this initial 30-day period.

6. **Termination of Services:** Either party may terminate the Services by providing thirty (30) days written notice to the other party. Alternatively, termination may occur immediately upon written notice for Cause, as defined below. Cause means (i) Apex's gross negligence or willful misconduct that causes serious and material harm to the Client; (ii) the Client's failure to pay Apex invoices for more than one hundred twenty (120) days from the date of the invoice; or (iii) the accrual of invoices or unpaid services where Apex reasonably believes it will not be paid. Termination of the Services shall not relieve the Client of its obligation to pay Apex for services rendered prior to the termination.

7. **Independent Contractor:** As an independent contractor, Apex will provide services under the terms of this agreement. It is agreed that neither Apex nor any of its employees will be considered an employee of the Client. Consequently, Apex and its employees will not be eligible for any benefits provided by the Client to its employees. The Client will not make any tax deductions from the payments due to Apex for state or federal tax purposes. Apex will be solely responsible for paying all taxes and other payments due on payments received from the Client under this agreement.

8. **Apex warrants that the Services outlined in the Proposal will be performed in accordance with the standards generally adhered to by professionals providing similar services. It is acknowledged that the Services may entail the likelihood of some human and machine errors, omissions, delays, and losses that may result in damage. However, Apex shall not be held liable for such errors, omissions, delays, or losses unless they are caused by its gross negligence or willful misconduct. In the event of any breach of this warranty by Apex, the Client's sole remedy will be limited to Apex's rerunning, at its expense, any inaccurate output provided that such inaccuracies occurred solely as a result of Apex's gross negligence or willful misconduct under this agreement.**

9. **Limitation of Liability:** The Client acknowledges that Apex shall not be held liable for any consequential, special, or incidental damages incurred by the Client in relation to the performance of Services, whether the claim is based on breach of warranty, contract, tort (including negligence), strict liability, or any other grounds. Under no circumstances shall Apex's liability to the Client, for any Losses (including court costs and reasonable attorney's fees), arising out of or in connection with these Terms and Conditions, exceed the total amount charged or chargeable to the Client for the specific service(s) that caused the Losses.

10. **Indemnification:** The Client agrees to indemnify and hold harmless Apex from any losses, suits, actions, judgments, fines, costs, liabilities, or claims arising from any action or proceeding relating to the Services provided by Apex, regardless of whether or not it results in liability (collectively referred to as "Indemnified Claims"). However, this indemnification provision shall not apply to the extent that such Indemnified Claims are caused by Apex's willful misconduct, gross negligence, or breach of these Terms and Conditions. This provision shall survive termination of the Services.

11. **Confidentiality:** Apex will uphold strict confidentiality between Apex and the Client and applies to all non-public records, documents, systems, procedures, processes, software, and other information received by either party in connection with the performance of services under these terms. Both Apex and the Client agree to keep confidential all such non-public information, including any material marked or identified as confidential or proprietary. Any such confidential information shall not be disclosed, provided, disseminated, or otherwise made available to any third party, except as required to fulfill the parties' obligations under these terms. The parties acknowledge that in the event of any request to disclose any confidential information in connection with a legal or administrative proceeding, or otherwise to comply with a legal requirement, prompt notice of such request must be given to the other party to enable that party to seek an appropriate protective order or other remedy or to waive compliance with the relevant provisions of these terms. If the Client seeks a protective order or another remedy, Apex, at the Client's expense, will cooperate with and assist the Client in such efforts. If the Client fails to obtain a protective order or waives compliance with the relevant provisions of these terms, Apex will disclose only that portion of the confidential information that it determines it is required to disclose. This confidentiality provision shall survive termination of the services provided. Both parties acknowledge and agree that any breach of this these terms may cause irreparable harm to the non-breaching party and that injunctive relief may be necessary to prevent any actual or threatened breach. The terms set forth between the parties supersede all prior negotiations, understandings, and agreements between the parties concerning confidentiality. These terms may only be amended in writing and signed by both parties.

12. **Ownership of the programs, system data, and materials provided by Apex to the Client during the course of providing services herein shall solely belong to Apex. It is acknowledged that fees and expenses paid by the Client do not confer any rights in such property. It is also understood that the said property is made available to the Client solely for the purpose of using it during and in connection with the services provided by Apex.**

13. **Apex may derive financial benefits from financial institutions in connection with the deposit and investment of funds with such institutions, including without limitation, discounts on eligible banking services and fees, and loans at favorable rates.**

14. **COMPLETE AGREEMENT.** These Terms and Conditions, along with the attached Proposal, represent the complete agreement and understanding between the parties and override any prior agreements (whether written or oral) between Apex and the Client regarding the subject matter. Any modification to these Terms and Conditions may only be made in writing and must be signed by both Apex and the Client. The headings in this document are included for convenience only and do not alter or restrict any provisions in these Terms and Conditions. They may not be used in the interpretation of these Terms and Conditions.

15. **This provision outlines the requirements for providing notice or other communication under this agreement. All such communications must be in writing and can be delivered either by personal delivery or through U.S. Mail with prepaid postage or overnight courier. Once delivered personally or sent through the mail, the notice will be considered given after five (5) days from the deposit date in the U.S. Mail. Alternatively, if sent through an overnight courier, the notice will be considered given one business day after delivery to the such courier. It's important to note that the notice must be provided to a responsible officer or principal of the Client or Apex, depending on the case.**

16. **Force Majeure:** In the event of any failure or delay in performance due to circumstances beyond Apex's control, including but not limited to strikes, lockouts, fires, floods, acts of God or public enemy, riots, civil disorders, insurrections, war or war conditions, or interference by civil or military authorities, Apex shall not be held liable for any resulting loss or damage. The time for performance under this agreement shall be extended for a period equal to the duration of the disabling cause and a reasonable time thereafter. This provision shall constitute a force majeure clause and shall be construed accordingly.

17. **The applicable state and federal laws shall govern the interpretation and enforcement of these Terms and Conditions. No choice of law or conflict of laws provisions shall affect this governing law provision.**

18. **Severability:** This applies to all clauses and covenants contained within these Terms and Conditions. In the event that any clause or covenant is deemed invalid, illegal, or unenforceable, the remaining provisions shall remain valid and enforceable to the fullest extent permissible by law. The validity, legality, and enforceability of the remaining provisions shall in no way be affected or impaired by the invalidity, illegality, or unenforceability of any provision deemed so.

19. **Nonwaiver:** This applies to these Terms and Conditions. This means that any failure by one party to enforce a provision of these terms on one or more occasions shall not be construed as a waiver of that provision. In other words, any failure to enforce a provision does not give up the right to enforce it in the future. All provisions of these Terms and Conditions remain in full force and effect, regardless of any prior failure to enforce them.

EXHIBIT “9”