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Attorneys for PLAINTIFF

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN FRANCISCO

JESUS GARCIA, an individual, on behalf of
himself and on behalf of all persons similarly
situated,

Plaintiff,

v.

THE BEACH CHALET, L.P., a California
Limited Partnership; and DOES 1-50,
Inclusive,

Defendants.

Case No. CGC-22-600090

**DECLARATION OF SHANI O. ZAKAY,
ESQ. IN SUPPORT OF PLAINTIFF'S
MOTION FOR FINAL APPROVAL OF
CLASS AND PAGA ACTION
SETTLEMENT, AND APPROVAL OF
CLASS COUNSEL AWARD AND SERVICE
AWARD**

Date: October 27, 2026

Time: 9:00 a.m.

Judge: Hon. Joseph M. Quinn

Dept.: 302

1 I, Shani O. Zakay, Esq., declare as follows:

2 1. I am over eighteen years of age and if called as a witness, I could and would
3 competently testify to the following facts from my own personal knowledge.

4 2. I am an attorney-at-law and the owner of the law firm of Zakay Law Group, APLC
5 (hereinafter “Class Counsel”). I am co-counsel of record for Plaintiff Jesus Garcia (“Plaintiff” or
6 “Class Representative”), on behalf of himself, and on behalf of all persons similarly situated, in
7 this wage and hour class and PAGA action filed against Defendant The Beach Chalet, L.P.
8 (“Defendant”).

9 3. This declaration is being submitted in support of Plaintiff’s Motion for Final
10 Approval of Class Action and PAGA Settlement and Approval of Class Counsel Award and
11 Service Award.

12 4. Attached hereto as **Exhibit “1”** is a true and correct copy of the fully executed Class
13 Action and PAGA Settlement Agreement, Amendment No. 1 to Class Action and PAGA
14 Settlement Agreement, and Amendment No. 2 to Class Action and PAGA Settlement Agreement
15 (collectively, the “Agreement”).

16 5. Attached hereto as **Exhibit “2”** is a true and correct copy of the February 17, 2026,
17 Preliminary Approval Order.

18 6. Attached hereto as **Exhibit “3”** is a true and correct copy of the Zakay Law Group,
19 APLC’s “Firm Resume” detailing the credentials and a summary of cases on which Counsel has
20 been appointed Class Counsel.

21 7. Attached hereto **Exhibit “4”** is a true and correct copy of the September 25, 2026
22 proof of filing the proposed Settlement with the LWDA.

23 8. Attached hereto as **Exhibit “5”** is a true and correct copy of the September 30, 2026,
24 proof of filing this motion seeking final approval of this Settlement with the LWDA.

25 9. Attached hereto as **Exhibit “6”** is a true and correct copy of the Zakay Law Group,
26 APLC’s Cost Summary detailing the Zakay Law Group, APLC’s actually incurred litigation
27 expenses for this matter as of September 30, 2026. As shown in detail in the attached Cost
28 Summary, the Zakay Law Group, APLC, incurred a total of 9,495.25 in litigation costs prosecuting

1 this action, and anticipates incurring and additional \$600 associated with the filing of this motion,
2 filing a compliance declaration once the funds have been disbursed, providing courtesy copies, and
3 other costs associated with closing out the file. These costs incurred by Zakay Law Group, APLC
4 are exclusive of the costs incurred by co-counsel JCL Law Firm, APC.

5 10. Attached hereto as **Exhibit “7”** is a true and correct copy of the time and billing
6 journal detailing Zakay Law Group, APLC’s total hours and fees for this matter as of September
7 18, 2026. Each entry was made contemporaneously and in the ordinary course of the Zakay Law
8 Group, APLC’s usual course of business. The attached shows that the Zakay Law Group, APLC
9 billed a total of 123.2 hours for a total of \$77,066.00 in successfully litigating this action.

10 11. Attached hereto as **Exhibit “8”** is a true and correct copy of the United States Bureau of
11 Labor Statistics’ historical Consumer Price Index table for All Urban Consumers U.S. City Average,
12 obtained from the Bureau of Labor Statistics’ official website
13 (https://www.bls.gov/regions/northeast/data/consumerpriceindex_us_table.htm?utm) on September
14 16, 2026.

15 **I. INTRODUCTION**

16 12. An objective evaluation of the proposed settlement of \$400,000.00 (“Gross
17 Settlement Amount”) confirms that the relief negotiated on behalf of the Class is fair, reasonable,
18 and valuable. The Settlement is a product of informed, adversarial, and non-collusive negotiations
19 between experienced counsel, guided by the wisdom and experience of the Hon. Brian C. Walsh
20 (Ret.), an experienced mediator of wage and hour class and PAGA actions.

21 **II. OVERVIEW OF THE LITIGATION**

22 13. Defendant operates a brewery and restaurant in San Francisco, California, where
23 Plaintiff worked. Plaintiff was employed by Defendant from March 2021 to January of 2022 as a
24 non-exempt employee. Plaintiff alleges that he was denied legally compliant meal and rest periods,
25 and minimum wages and overtime compensation at all times during his employment. Throughout
26 his employment, Plaintiff was subject to Defendant’s written policies and procedures contained in,
27 among other documents, the “Employee Handbook.”
28

1 14. Generally, Plaintiff claims that Defendant failed to pay for all time worked, failed to
2 accurately calculate the regular rate of pay for purposes of overtime and meal period premiums,
3 failed to provide compliant meal and rest periods, failed to reimburse for mandatory business
4 expenses, failed to furnish accurate itemized wage statements, and failed to pay all wages upon
5 separation. Defendant denies liability for each of Plaintiff's claims. Further, Defendant asserts that
6 it fully complied with all applicable employment laws and raised several other significant defenses
7 to Plaintiff's claims.

8 15. On April 4, 2022, Plaintiff served Defendant and the Labor and Workforce
9 Development Agency ("LWDA") with a Notice of Violations ("PAGA Notice"). Plaintiff's PAGA
10 Notice set forth the facts and theories supporting Defendant's alleged violations of various
11 provisions of the California Labor Code and applicable Industrial Welfare Commission ("IWC")
12 Wage Order and of his intent to pursue claims under California Labor Code's Private Attorneys
13 General Act, Cal. Lab. Code §§ 2698 *et seq* ("PAGA").

14 16. On June 9, 2022, Plaintiff filed a class action complaint in the San Francisco County
15 Superior Court, Case No. CGC-22-600090 ("Action"). The Action alleged nine causes of action
16 against Defendant for: (1) Unfair Competition in violation of Cal. Bus. & Prof. Code §§ 17200 *et*
17 *seq.*; (2) Failure to Pay Minimum Wages in violation of Cal. Lab. Code §§ 1194, 1197, 1197.1; (3)
18 Failure to Pay Overtime Wages in violation of Cal. Lab. Code §§ 510, *et seq.*; (4) Failure to Provide
19 Required Meal Periods in violation of Cal. Lab. Code §§ 226.7 & 512 and the Applicable IWC
20 Wage Order; (5) Failure to Provide Required Rest Periods in violation of Cal. Lab. Code §§ 226.7
21 & 512 and the Applicable IWC Wage Order; (6) Failure to Provide Accurate Itemized Wage
22 Statements in violation of Cal. Lab. Code §226; (7) Failure to Reimburse for Required Expenses
23 in violation of Cal. Lab. Code § 2802; (8) Failure to Pay Wages When Due in violation of Cal. Lab.
24 Code §§ 201, 202, and 203; and (9) Violation of the Private Attorneys General Act [Labor Code
25 §§ 2698 *et seq.* ("PAGA")].

26 17. On August 4, 2022, Plaintiff filed a First Amended Complaint to dismiss the class
27 claims without prejudice and allege a single PAGA representative cause of action. On September
28 15, 2022, Judge Richard B. Ulmer, Jr., granted Defendant's Motion to Compel Arbitration and stay

1 of the action and declined to dismiss Plaintiff's representative claims. On July 4, 2023, Plaintiff
2 filed a Motion to Vacate the September 15, 2022, order compelling Plaintiff's individual claims to
3 arbitration pursuant to CCP §1281.98 on the grounds that Defendant was in material breach of the
4 arbitration agreement and was in default of the arbitration agreement as Defendant failed to pay all
5 fees and costs required to continue the arbitration proceeding. On August 1, 2023, Judge Ulmer
6 granted Plaintiff's Motion to Vacate the Order compelling Plaintiff's Individual Claims to
7 Arbitration. After Plaintiff's Motion for Leave to file a Second Amended Complaint was granted
8 on October 30, 2023. Plaintiff filed the Second Amended Complaint on November 3, 2023, to
9 reallege the previously dismissed class claims against Defendant.

10 18. The Parties agreed to mediate this action. To prepare for mediation, the Defendant
11 agreed to informally produce additional documents and data points subject to the mediation
12 privilege, including but not limited to, the Class Members' time data and certain payroll data points.
13 Plaintiff's counsel retained the forensic consultants at Berger Consulting Group ("BCG") to
14 analyze Defendant's time and payroll data. On October 22, 2024, the Parties participated in a full-
15 day mediation with the Hon. Brian C. Walsh (Ret.), a highly respected mediator of wage and hour
16 class actions. The mediation concluded without a settlement. However, with Judge Walsh's
17 assistance, the Parties continued settlement discussions and ultimately reached a settlement, which
18 was subsequently memorialized in the form of a Memorandum of Understanding ("MOU"). The
19 complete and final terms of the Parties' settlement are now set forth in the Agreement, which is the
20 subject of the instant motion.

21 **III. THE SETTLEMENT BEFORE THE COURT**

22 19. The Settlement is fair, adequate, and reasonable to the Class and should be granted
23 final approval. Given the complexities of this case, the defenses asserted, the uncertainty of class
24 certification, along with the uncertainties of proof at trial and appeal, the proposed settlement is
25 fair, reasonable, and adequate, and should be granted final approval.

26
27
28 ///

1 **IV. THE SETTLEMENT IS FAIR, REASONABLE AND ADEQUATE**

2 20. As detailed in the motion for preliminary approval, Class Counsel thoroughly
3 investigated the proposed Class Members' claims, applicable law, and potential defenses.
4 Specifically, Class Counsel assessed the value of the class claims using data and documents
5 provided by Defendant through informal discovery. Class Counsel obtained 100% of the time and
6 payroll records from the Class Members, aggregate workweek and pay period data, and copies of
7 policies and applicable handbooks containing, *inter alia*, compensation, timekeeping, and meal and
8 rest period policies. Class Counsel retained BCG to analyze Defendant's time and payroll data to
9 formulate damage models estimating Defendant's liability exposure. Class Counsel's
10 investigation, research, experience, and damage model informed and guided the mediated
11 negotiations that resulted in this settlement.

12 21. The Settlement is the product of a mediation session with a respected mediator and
13 subsequent negotiations over the terms of the Settlement. The negotiations were adversarial,
14 conducted at arm's-length and tempered by the efforts of both sides to serve the interests of their
15 clients.

16 22. Class Counsel in this matter have extensive class action experience in multiple fields
17 and has represented tens of thousands of persons in class actions. Class Counsel's experience is
18 summarized in their concurrently filed declarations. Class Counsel has concluded the settlement
19 is fair, adequate, and reasonable and in the best interests of the Class.

20 23. My credentials are reflected in the Zakay Law Group, APLC firm resume, a true and
21 correct copy of which is attached hereto as **Exhibit 3**. Some of the major cases my firm has
22 undertaken are also set forth in **Exhibit 3**. I have had class litigation experience, mostly in the area
23 of employment class actions, unfair business practices, and other complex litigation. I have
24 experience in cases involving labor code violations and wage and hour claims. I have litigated
25 similar wage and hour cases against other employers on behalf of employees. I have been approved
26 as experienced class counsel in courts throughout California. It is this level of experience which
27 enabled my firm to undertake the instant matter and to successfully combat the resources of the
28 defendants and its capable and experienced counsel.

1 24. Although Plaintiff and Class Counsel believe that this case has merit, they recognized
2 the potential risks both sides would face if litigation of this action continued.

3 25. With respect to the most immediate challenge, i.e., class certification, the risks
4 attendant to the certification of similar wage and hour claims are demonstrated by *Magadia v. Wal-*
5 *Mart Associates, Inc.* (9th Cir. 2021) 999 F.3d 668. There, the Ninth Circuit, vacated, reversed and
6 remanded a \$110 million judgment against an employer for, *inter alia*, inaccurately paying
7 overtime, and directed the trial court to enter judgment in favor of the employer. Thus, the
8 uncertainty of obtaining certification through a contested motion is a significant risk factor favoring
9 settlement.

10 26. Although Plaintiff is confident about the strength of his claims, Plaintiff nevertheless
11 recognizes that Defendant has factual and legal defenses that, if successful, would potentially defeat
12 or impair the value of the lawsuit. Legally, the fast-changing landscape of wage and hour litigation
13 can drastically affect the value of Plaintiff's claims and, in fact, already has.

14 27. Plaintiff and Class Counsel recognize the expense and length of a trial against
15 Defendant through possible appeals which could take another three years. In arriving at their
16 informed belief that the present settlement is fair and adequate, Class Counsel accounted for the
17 uncertain outcome and risk inherent in complex actions such as this one. Class Counsel are also
18 mindful of and recognize the inherent problems of proof under, and alleged defenses to, the claims
19 asserted in the litigation. Moreover, post-trial motions and appeals would have been inevitable.
20 Costs would have mounted, and recovery would have been delayed if not denied, thereby reducing
21 the benefits of an ultimate victory. Plaintiff and Class Counsel believe that the Settlement confers
22 substantial monetary and non-monetary benefits upon the Class. Based upon their evaluation,
23 Plaintiff and Class Counsel have determined that the Settlement set forth in the Agreement is in the
24 best interest of the Class, is fair, reasonable, and adequate, and should be granted final approval.

25 28. The Gross Settlement Amount of \$400,000.00 in this case is fair and well within the
26 range of recognized reasonableness. As detailed at the time of preliminary approval, the Gross
27 Settlement Amount is fair and reasonable considering the nature and magnitude of the claims being
28 settled and the various potential impediments to recovery. Class Counsel developed varied

1 economic damages models measuring Defendant's liability exposure while accounting for the
2 uncertainties of continued litigation. The various models were informed by Class Counsel's
3 investigation, including the analysis of all Class Members' time and payroll data. As detailed in
4 greater depth during the preliminary approval process, Class Counsel projected a range of
5 Defendant's liability exposure for the claims asserted on behalf of the Settlement Class. The Gross
6 Settlement Amount represents between approximately 11.81% and 24.9% of Defendant's class-
7 wide liability exposure as estimated by Class Counsel at the time of mediation.

8 **V. THE PENALTIES UNDER THE PRIVATE ATTORNEYS GENERAL ACT OF 2004**
9 **ARE REASONABLE**

10 29. Here, Plaintiff and Defendant negotiated a good faith PAGA Payment in the amount
11 of \$20,000.00 which is 5% of the Gross Settlement Amount. This amount falls well within the
12 range of approved PAGA allocations. Seventy-Five percent (75%) of the PAGA Payment
13 (\$15,000.00) will be paid to the LWDA ("LWDA Payment") with the remaining twenty-five
14 percent (25%) of the PAGA Payment (\$5,000.00) to be distributed to the Aggrieved Employees,
15 which is within the range of PAGA Payment approved by courts and should be approved.

16 **VI. CLASS COUNSEL'S REQUEST FOR FEES AND COSTS**

17 30. As of September 18, 2026, Zakay Law Group, APLC incurred a total lodestar of
18 \$77,066.00 for 123.2 hours worked by attorneys successfully litigating this matter. I have reviewed
19 my firm's lodestar in this matter and believe the charges are reasonable and were reasonably
20 necessary to the conduct of the case. Detailed time and billing journals for the Zakay Law Group,
21 APLC are attached hereto as **Exhibit "7"**.

22 31. Additionally, the attorneys and staff at co-counsel the JCL Law Firm, APC worked
23 a total of 68.6 hours successfully prosecuting this action for a lodestar of \$55,690.00. A true and
24 correct copy of the JCL Law Firm, APC time and billing entries is attached to the Declaration of
25 Jean-Claude Lapuyade, Esq. filed concurrently herewith.

26 32. Collectively, Class Counsel spent a total of 191.8 hours successfully litigating this
27 matter for a total combined lodestar of \$132,756.00 and is summarized by firm below:
28

<u>FIRM</u>	<u>Hours</u>	<u>Total</u>
Zakay Law Group, APLC	123.2	\$77,066.00
JCL Law Firm, APC	68.6	\$55,690.00
Total	191.8	\$132,756.00

33. Further, Class Counsel will be performing additional work, including finalizing the motion for final approval, attending the hearing on final approval, finalizing the orders and judgment, and monitoring completion of the settlement process over the course of several years.

34. Class Counsel undertook complex, risky, and time-consuming wage and hour litigation on a contingent basis. Further, the Attorneys' Fees of one-third of the Gross Settlement Amount are within the historically recognized range of attorneys' fees awarded in common fund class action settlements – between 25% and 50% – and is supported by Class Counsel's lodestar cross-check with a multiplier of 1.00. That is below the 2.13 multiplier approved by the Supreme Court in *Laffitte v. Robert Half International, Inc.* (2016) 1 Cal.5th 480, with additional work to be performed, and well below the recognized multiplier range of between 2 and 4¹. Thus, the reasonableness of the requested Attorneys' Fees is confirmed by reference to the lodestar with a reasonable multiplier with significant additional work still to be performed.

35. The attorneys and staff at the Zakay Law Group, APLC, have been providing extensive class action services throughout state and federal courts in California for several years.

36. The rates charged by my firm are in line with the prevailing rates of attorneys in the local legal community for similar work and, if this were a commercial matter, these are the charges that would be made and presented to the client. These hourly rates have been approved by Court's throughout California, including the Courts in the Superior Court of California. Finally, the reasonableness of Counsel's hourly rates is further confirmed by comparing such rates with the rates of comparable counsel practicing complex and class litigation as detailed in the National Law

¹ See *Laffitte, supra*, 1 Cal. 5th at 487 (approving 1/3 fee award with 2 multiplier); *Wershba v. Apple Computer*, 91 Cal. App. 4th 224, 255 (2001) ("multipliers can range from 2 to 4 or even higher."); *In re Sutter Health Uninsured Pricing Cases*, 171 Cal.App.4th 495, 512 (2009) (affirming multiplier of 2.52 as "fair and reasonable"); *Chavez v. Netflix, Inc.*, 162 Cal.App.4th 43, 66 (2008) (affirming multiplier of 2.53 as well within the approved range of 2 to 4).

1 Journal Billing Survey. See e.g. *Zest IP Holdings, LLC v. Implant Direct MFG, LLC*, 2014 U.S.
2 Dist. LEXIS 167563 (S.D. Cal. 2014) (finding that “Mayer Brown's \$775 average billing rate for
3 partners” and “Mayer Brown's \$543 average associate billing rate” are reasonable rates when
4 compared within 21 other firms practicing in the Southern District of California). This survey is
5 useful to show that Counsel’s rates are in line with the comparable rates of the defense counsel that
6 opposes these types of class claims, such as Mayer Brown. In another example, Sheppard Mullin
7 Richter & Hampton, who is opposing counsel in many cases prosecuted by Counsel charges rates
8 as high as \$875 for partners and \$535 for associates. Similarly, Paul Hastings, another opposing
9 counsel in these types of cases, charges between \$900 and \$750 for partners and \$755 and \$335 for
10 associates.

11 37. As part of the Agreement, the parties agreed that Counsel may seek reimbursement of
12 expenses incurred as documented in Counsel's billing records as part of the award for attorneys’
13 fees and attorneys’ expenses. Attached hereto as **Exhibit “6”** is a true and correct copy of the Zakay
14 Law Group, Cost Summary detailing the actually incurred litigation expenses by the Zakay Law
15 Group APLC, for this matter as of September 30, 2026. As shown in detail in the Cost Summary
16 attached as Exhibit “6”, the Zakay Law Group incurred a total of \$9,495.25 in litigation costs
17 prosecuting this action, with an additional \$600 in anticipated future costs.

18 38. The costs incurred by co-counsel JCL Law Firm, APC are included in the declarations of
19 Jean-Claude Lapuyade, Esq., filed herewith. In total, Class Counsel has incurred a total of
20 \$18,945.92 litigating this action plus an anticipated \$600 in additional costs, as detailed above in
21 paragraph 9.

22 39. All of Class Counsel’s out-of-pocket expenses are the types of expenses normally charged
23 to paying clients, including filing fees, mediation fees, and expert costs, which were all incurred
24 during, and were necessary for the successful prosecution of, the litigation and, therefore, should be
25 reimbursed.

26 40. The Class Representative performed his duties to the Settlement Class admirably. Plaintiff’s
27 work is summarized in his declarations filed concurrently herewith. Plaintiff assumed the serious
28

1 risk of liability for Defendant's costs and potentially fees if the case was unsuccessful. Nevertheless,
2 Plaintiff knowingly and voluntarily undertook the risk to vindicate the rights of the Settlement Class.
3 41. The seminal case awarding \$10,000 as a Service Award, *Cellphone Termination Fee Cases*,
4 was decided more than sixteen years ago. According to the United States Bureau of Labor Statistics,
5 the Consumer Price Index for All Urban Consumers ("CPI-U") increased from 218.439 in June
6 2010 (when *Cellphone Termination Fee Cases* was published) to 334.980 in August 2026; an
7 increase of approximately 53 percent. Thus, the \$10,000 service awards approved in *Cellphone*
8 *Termination Fee Cases* in 2010 would be equivalent to approximately \$15,321 in 2026 dollars.
9 Plaintiff's requested award of \$10,000 is therefore materially below its inflation-adjusted equivalent
10 and constitutes a conservative request in view of Plaintiff's substantial efforts, the duration of this
11 litigation, the risks she assumed, and the benefits she secured for the Settlement Class. See U.S.
12 Bureau of Labor Statistics, Consumer Price Index for All Urban Consumers (CPI-U), U.S. City
13 Average, All Items (reflecting CPI-U of 217.965 in June 2010 and 333.952 in June 2026), attached
14 hereto as Exhibit 8.

15 42. Further, after administering notice of this settlement, not one of the 661 Settlement Class
16 Members objected to the requested Service Award. Again, the unanimous consent favors the Court's
17 approval of the requested Class Representative Service Award.

18 I declare under the penalty of perjury under the laws of the State of California that the
19 foregoing is true and correct. Executed this 30th day of September 2026, at San Diego, California.

21 **ZAKAY LAW GROUP, APLC**

22
23 By: 

24 Shani O. Zakay, Esq.

25 Attorneys for PLAINTIFF .

EXHIBIT 1

ZAKAY LAW GROUP, APLC

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Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA

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JESUS GARCIA, an individual, on behalf of
himself and on behalf of all persons similarly
situated,

Plaintiff,

v.

THE BEACH CHALET, a California Limited
Partnership; and DOES 1-50, Inclusive,

Defendants.

Case No.: CGC-22-600090

[Action Filed June 9, 2022]

**CLASS ACTION AND PAGA
SETTLEMENT AND RELEASE OF
CLAIMS**

This Settlement Agreement and Release of Claims is entered into by and between Plaintiff JESUS GARCIA (hereinafter “Plaintiff”), individually, on behalf of himself and on behalf of all persons similarly situated, and Defendant THE BEACH CHALET, L.P. (hereinafter “Defendant”) (together the “Parties”):

I. DEFINITIONS

- A. “Action” shall mean the putative PAGA and class action lawsuit *Garcia v. The Beach Chalet, L.P.*, Case No. CGC-22-600090, filed in San Francisco County Superior Court.
- B. “Agreement” or “Settlement Agreement” means this CLASS ACTION AND PAGA SETTLEMENT AND RELEASE OF CLAIMS.
- C. “Aggrieved Employees” means all current and former non-exempt employees who worked for Defendant The Beach Chalet, L.P., in California at any time during the period beginning on April 4, 2021 through February 2, 2025.
- D. “Attorneys’ Expenses” means the award of expenses that the Court authorizes to be paid to Class Counsel for the actual costs they have incurred of up to \$30,000.
- E. “Attorneys’ Fees” means the award of fees that the Court authorizes to be paid to Class Counsel for the services they have rendered to Plaintiff and the Settlement Class in the Action, not to exceed one-third of the Gross Settlement Amount (currently estimated to be \$133,333.33 out of \$400,000). Attorneys’ Fees will be divided between Class Counsel as follows: 50% to JCL Law Firm, APC, and 50% to Zakay Law Group, APLC. Plaintiff expressly consents to this fee division.
- F. “Claims Administration Expenses” shall mean the amount that the Court authorizes to be paid to the Settlement Administrator for administering the Settlement pursuant to this Agreement currently estimated not to exceed \$8,500.00.
- G. “Class” or the “Class Members” means all current and former non-exempt employees who worked for Defendant The Beach Chalet, L.P., in California at any time during beginning on June 9, 2018 through February 2, 2025.

- 1 H. “Class Counsel” shall mean Jean-Claude Lapuyade, Esq. of JCL Law Firm, APC, and
2 Shani Zakay, Esq. of Zakay Law Group, APLC.
- 3 I. “Class Data” means information regarding Class Members that Defendant will in
4 good faith compile from their records and provide to the Settlement Administrator. It
5 shall be formatted as a Microsoft Excel spreadsheet and shall include: each Class
6 Member’s full name; last known address; Social Security Number; start dates and end
7 dates of employment, and any other information the Settlement Administrator deems
8 necessary to accurately calculate the number of Workweeks and Pay Period worked
9 by each Class Member and Aggrieved Employee during the Class and PAGA Periods.
- 10 J. “Class Period” means the period from June 9, 2018 to October 22, 2024.
- 11 K. “Class Representative” shall mean Jesus Garcia.
- 12 L. “Court” means the Superior Court for the State of California, County of San
13 Francisco.
- 14 M. “Defendant” shall mean The Beach Chalet, L.P.
- 15 N. “Effective Date” means the date upon which both of the following have occurred: the
16 Court enters judgment granting final approval of the Settlement and the Court’s
17 judgment approving the Settlement becomes final. The judgment is final as of the
18 following: (i) if no Class Member files a Notice of Objection to the Settlement, the
19 day the Court enters Judgment in the Action; or (ii) if there is an appeal of the Court’s
20 judgment, the date the judgment is affirmed on appeal, the date of dismissal of such
21 appeal, or the expiration of the time to file a petition for review with any appellate
22 court that has jurisdiction; or (iii) if a petition for review is filed, the date of denial of
23 the petition or the date the Court’s judgment is entered, pursuant to such petition; or
24 (iv) if no appeal is filed, the expiration date of the time for filing or noticing any
25 appeal of the Court’s judgment. If a timely Notice of Objection to the Settlement is
26 filed (including an objection from the LWDA), the Effective Date shall be the later
27 of: (a) the date on which the time for all appeals relating to objections to the
28 Settlement and the final approval order has expired; or (b) if an appeal, review, or

writ is sought, the date on which the highest reviewing court renders its decision denying any petition (were the immediately lower court affirmed the judgment) or affirming the judgment. Provided, however, if the LWDA has commenced an investigation or issued a citation prior to the Effective Date, as determined under the foregoing definition, the Effective Date will be extended to the date that the LWDA concludes its investigation or resolves the citation (whichever is later), or if the LWDA objects to the Settlement, the date when the LWDA's objection to the Settlement is resolved and no longer appealable.

O. "Funding Date" shall be the later of the following: (1) the Effective Date; or (2) by February 3, 2026.

P. "Gross Settlement Amount" means Four-Hundred Thousand Dollars and Zero Cents (\$400,000.00) that Defendant must pay into the QSF in connection with this Settlement, inclusive of the sum of Individual Settlement Payments, Claims Administration Expenses, Attorneys' Fees and Attorneys' Expenses, the Service Award, and the PAGA Payment and *exclusive* of the employer's share of payroll tax, if any, triggered by any payment under this Settlement.

Q. "Individual Settlement Payments" means the amount payable from the Net Settlement Amount to each Settlement Class Member and excludes any amounts distributed to Aggrieved Employees pursuant to PAGA.

R. "Net Settlement Amount" or "NSA" means the Gross Settlement Amount, less Attorneys' Fees and Attorneys' Expenses, Service Award, PAGA Payment, and Claims Administration Expenses.

S. "Notice Packet" means the Class Notice to be provided to the Class Members by the Settlement Administrator in the form set forth as **Exhibit A** to this Agreement (other than formatting changes to facilitate printing by the Settlement Administrator).

T. "Operative Complaint" shall mean the Second Amended Complaint ("SAC") on file in the Action.

- 1 U. "PAGA" means the California Labor Code Private Attorneys General Act of 2004,
2 Labor Code § 2698 *et seq.*
- 3 V. "PAGA Payment Ratio" means the respective PAGA Pay Periods during the PAGA
4 Period for each Aggrieved Employee divided by the sum total of the PAGA Pay
5 Periods for all Aggrieved Employees during the PAGA Period.
- 6 W. "PAGA Payment" shall mean Twenty Thousand Dollars and Zero Cents (\$20,000.00)
7 to be allocated from the Gross Settlement Amount, with 25% of the payment
8 (\$5,000.00) going to the Aggrieved Employees ("Aggrieved Employee Payment")
9 and 75% of the payment (\$15,000.00) going to the LWDA ("LWDA Payment"). The
10 amount of the PAGA Payment is subject to Court approval pursuant to California
11 Labor Code section 2699(l). Any reallocation of the Gross Settlement Amount to
12 increase the PAGA Payment will not constitute grounds by either party to void this
13 Agreement, so long as the Gross Settlement Amount remains the same.
- 14 X. "PAGA Pay Periods," for purposes of calculating the distribution of the Aggrieved
15 Employee Payment, as defined herein, means the number of pay periods of
16 employment during the PAGA Period that each Aggrieved Employee worked for
17 Defendant in California.
- 18 Y. "PAGA Period" means the period from April 4, 2021 to February 2, 2025.
- 19 Z. "Parties" means Plaintiff and Defendant, collectively, and "Party" shall mean either
20 Plaintiff or Defendant, individually.
- 21 AA. "Payment Ratio" means the respective Workweeks for each Class Member divided
22 by the sum total of Workweeks for all Class Members during the Class Period.
- 23 BB. "Plaintiff" shall mean Jesus Garcia.
- 24 CC. "QSF" means the "Qualified Settlement Fund" established, designated, and
25 maintained by the Settlement Administrator to fund the Gross Settlement Amount.
- 26 DD. "Released Class Claims" shall mean the release all class claims that were alleged, or
27 that reasonably could have been alleged, based on the facts alleged in the Operative
28 Complaint which occurred during the Class Period, and expressly excluding all other

claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and class claims outside of the Class Period.

EE. "Released PAGA Claims" shall mean all PAGA claims alleged, or that could have reasonably been alleged, in the Operative Complaint and Plaintiff's PAGA notice to the LWDA which occurred during the PAGA Period, and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and PAGA claims outside of the PAGA Period.

FF. "Released Parties" shall mean Defendant and all of its past, present, and future related, direct or indirect companies, parents, owners, subsidiaries, predecessors, successors, affiliates and assigns, as well as each of its past, present, and future officers, directors, employees, partners, members, shareholders and agents, attorneys, insurers, and reinsurers, plus any individual or entity which could be jointly liable with Defendant.

GG. "Response Deadline" means the date forty-five (45) calendar days after the Settlement Administrator first mails Notice Packets to Class Members and the last date on which Class Members may submit Requests for Exclusion or Notices of Objections to the Settlement.

HH. "Service Award" mean an award in the amount of \$10,000.00 or in an amount that the Court authorizes to be paid to the Class Representative, in addition to his Individual Settlement Payment and his individual Aggrieved Employee Payment, in recognition of his efforts and risks in assisting with the prosecution of the Action.

II. "Settlement" means the disposition of the Action pursuant to this Agreement.

JJ. "Settlement Administrator" means Atticus Class Action Administration, 1295 Northland Drive Suite 160, St. Paul, MN 55120; Tel 612-383-2505. The Settlement Administrator establishes, designates and maintains, as a QSF under Internal Revenue Code section 468B and Treasury Regulation section 1.468B-1, into which the amount of the Gross Settlement Amount is deposited for the purpose of resolving the claims

of Settlement Class Members. The Settlement Administrator shall maintain the funds until distribution in an account(s) segregated from the assets of Defendant and any person related to Defendant. *All accrued interest from the deposited Gross Settlement Amount shall be paid and distributed to the Settlement Class Members as part of their respective Individual Settlement Payment.*

KK. “Settlement Class Members” or “Settlement Class” means all Class Members who have not submitted a timely and valid Request for Exclusion as provided in this Agreement.

LL. “Workweeks,” or “Workweek” as used herein shall, mean a period of seven (7) consecutive days beginning on Sunday and ending on Saturday, in which a Class Member or Aggrieved Employee was employed for at least a portion of one day by Defendant in California.

II. RECITALS

A. On April 4, 2022, Plaintiff filed a Notice of Violations with the Labor and Workforce Development Agency (“LWDA”) and served the same on Defendant.

B. On June 9, 2022, Plaintiff filed the Action, alleging claims for:

1. Unfair competition in violation of Cal. Bus. & Prof. Code § 17200 *et seq*;
2. Failure to pay minimum wages in violation of Cal. Lab. Code §§ 1194, 1197 & 1197.1;
3. Failure to pay overtime wages in violation of Cal. Lab. Code §§ 510 *et seq*;
4. Failure to provide required meal periods in violation of Cal. Lab. Code §§ 226.7 & 512 and the applicable IWC Wage Order;
5. Failure to provide required rest periods in violation of Cal. Lab. Code §§ 226.7 & 512 and the applicable IWC Wage Order;
6. Failure to provide wages when due in violation of Cal. Lab. Code §§ 201, 202 and 203;
7. Failure to provide accurate itemized statements in violation of Cal. Lab. Code § 226; and

8. Failure to reimburse employees for required expenses in violation of Cal. Lab. Code § 2802.

9. Violation of the Private Attorneys General Act, Labor Code §§ 2698 et. seq.

C. On August 4, 2022, Plaintiff filed a First Amended Complaint to dismiss the class claims without prejudice and allege a single PAGA representative cause of action.

D. On July 3, 2023, Plaintiff filed a Motion to Vacate the September 15, 2022, order compelling Plaintiff's individual claims to arbitration pursuant to CCP §1281.98. On August 1, 2023, Plaintiff's Motion to Vacate the Order compelling Plaintiff's Individual Claims to Arbitration was granted.

E. On October 2, 2023, Plaintiff filed a Motion for Leave to file a Second Amended Complaint, which was granted on October 30, 2023.

F. On November 3, 2023, Plaintiff filed a Second Amended Complaint to reallege the previously dismissed class claims against Defendant and reinstate the initial complaint filed on June 9, 2022, as the operative complaint.

G. Defendant denies any liability or wrongdoing of any kind associated with the claims alleged in the Action, dispute any wages, damages and penalties claimed by the Class Representative are owed, and further contend that, for any purpose other than settlement, the Action is not appropriate for class or representative action treatment. Defendant contends, among other things, that at all times it complied with the California Labor Code and the Industrial Welfare Commission Wage Orders.

H. The Class Representative is represented by Class Counsel. Class Counsel investigated the facts relevant to the Action, including conducting an independent investigation as to the allegations, reviewing documents and information exchanged through informal discovery, and reviewing documents and information provided by Defendant pursuant to informal requests for information to prepare for mediation. Defendant produced for the purpose of settlement negotiations certain employment data concerning the Settlement Class, which Class Counsel reviewed and analyzed with the assistance of an expert. Based on their own independent investigation and

1 evaluation, Class Counsel are of the opinion that the Settlement with Defendant is
2 fair, reasonable, and adequate, and is in the best interest of the Settlement Class
3 considering all known facts and circumstances, including the risks of significant
4 delay, defenses asserted by Defendant, uncertainties regarding class certification, and
5 numerous potential appellate issues.

6 I. On October 22, 2024, the Parties participated in mediation presided over by Hon.
7 Brian C. Walsh, an experienced mediator of wage and hour class and PAGA actions.
8 The mediation concluded without a settlement. Following mediation, the Parties
9 continued settlement negotiations with the assistance of Judge Walsh. The Parties
10 eventually reached settlement on February 4, 2025, which was subsequently
11 memorialized in the form of a “Memorandum of Understanding.”

12 J. This Agreement replaces and supersedes the Memorandum of Understanding and any
13 other agreements, understandings, or representations between the Parties. This
14 Agreement represents a compromise and settlement of highly disputed claims.
15 Nothing in this Agreement is intended or will be construed as an admission by
16 Defendant that the claims in the Action of Plaintiff or the Class Members have merit
17 or that Defendant bear any liability to Plaintiff or the Class on those claims or any
18 other claims, or as an admission by Plaintiff that Defendant’s defenses in the Action
19 have merit.

20 K. The Parties believe that the Settlement is fair, reasonable and adequate. The
21 Settlement was arrived at through arm’s-length negotiations, taking into account all
22 relevant factors. The Parties recognize the uncertainty, risk, expense and delay
23 attendant to continuing the Action through trial and any appeal. Accordingly, the
24 Parties desire to settle, compromise and discharge all disputes and claims arising from
25 or relating to the Action fully, finally, and forever.

26 L. The Parties agree to certification of the Class for purposes of this Settlement only. If
27 for any reason the settlement does not become effective, Defendant reserves the right
28

1 to contest certification of any class for any reason and reserve all available defenses
2 to the claims in the Action.

3 Based on these recitals that are a part of this Agreement, the Parties agree as follows:

4 **III. TERMS OF AGREEMENT**

5 A. Consideration.

6 1. Payment by Defendant. The Parties agree that, in consideration for a full and
7 complete settlement of the Action and the releases set forth in this Settlement,
8 Defendant will pay Four-Hundred Thousand Dollars and Zero Cents
9 (\$400,000.00) (the “Gross Settlement Amount”). Defendant shall separately
10 pay the employer’s share of applicable payroll taxes. The Parties agree that
11 this is a non-reversionary Settlement and that no portion of the Gross
12 Settlement Amount shall revert to Defendant.

13 2. Release by the Settlement Class Members. Upon entry of final judgment and
14 funding of the Gross Settlement Amount and in exchange for the consideration
15 set forth in this Agreement, Plaintiff and the Settlement Class Members, for
16 themselves and their estates, trusts, attorneys, heirs, successors, beneficiaries,
17 devisees, legatees, executors, administrators, trustees, conservators,
18 guardians, assigns, and representatives, forever completely release and
19 discharge the release the Released Parties from the Released Class Claims for
20 the Class Period.

21 3. Release by the Aggrieved Employees. Upon entry of final judgment and
22 funding of the Gross Settlement Amount and in exchange for the consideration
23 set forth in this Agreement, the LWDA, the State of California, the Plaintiff
24 and the Aggrieved Employees, for themselves and their estates, trusts,
25 attorneys, heirs, successors, beneficiaries, devisees, legatees, executors,
26 administrators, trustees, conservators, guardians, assigns, and representatives,
27 release the Released Parties from the Released PAGA Claims for the PAGA
28 Period. As a result of this release, the Aggrieved Employees shall be

precluded from bringing claims against Defendant for the Released PAGA Claims. The express purpose of this Settlement is to forever bar Plaintiff, the LWDA, the State of California and the Aggrieved Employees from acting on behalf of or purporting to act on behalf of the LWDA to assert any of the Aggrieved Employees' Released PAGA Claims against the Released Parties in any future litigation.

4. Class Size. Defendant estimates that the Settlement Class was comprised of 669 individuals who collectively worked approximately 23,766 Workweeks ("Projected Workweeks") during the Class Period. Fifteen (15) calendar days following the full execution of this Agreement, Defendant shall transmit the Class Data to the Settlement Administrator in order for the Settlement Administrator to calculate the number of Class Members and the number of Workweeks during the Class Period. If the number of Workweeks is more than 10% of the estimate stated herein, the settlement amount will be increased by the actual percentage of increased workweeks.

5. Settlement Payment. Defendant shall deposit the Gross Settlement Amount into the QSF by the Funding Date. If no funds are distributed (*e.g.*, because final approval is reversed on appeal) then Defendant is entitled to prompt return of the principal and all interest accrued.

B. Nullification of Settlement Agreement. If (a) Defendant fails to fully fund the Gross Settlement Amount or (b) in the event the Settlement Agreement is not granted final approval by the Court, or if the Court's order granting final approval fails to become effective or is reversed, modified or withdrawn, or Defendant is otherwise prevented or prohibited from obtaining the Released Class Claims and/or the Released PAGA claims, then:

1. This Settlement Agreement shall be void *ab initio* and of no force or effect, and shall not be admissible in any judicial, administrative or arbitral

proceeding for any purpose or with respect to any issue, substantive or procedural;

2. The conditional class certification (obtained for any purpose) shall be void *ab initio* and of no force or effect, and shall not be admissible in any judicial, administrative or arbitral proceeding for any purpose or with respect to any issue, substantive or procedural; and

3. None of the Parties to this Settlement will be deemed to have waived any claims, objections, defenses or arguments in the Action, including with respect to the issue of class certification.

4. If the Agreement is nullified due to Defendant's failure to fully fund the Gross Settlement Amount, then Defendant shall bear the sole responsibility for any cost to issue or reissue any curative notice to the Settlement Class Members and all Claims Administration Expenses incurred to the date of nullification. If the Agreement is nullified for any other reason, both Parties shall equally bear the responsibility for any cost to issue or reissue any curative notice to the Settlement Class Members and all Claims Administration Expenses incurred to the date of nullification.

C. Certification of the Settlement Class. The Parties stipulate to conditional class certification of the Settlement Class for purposes of settlement only. In the event that this Settlement is not approved by the Court, fails to become effective, or is reversed, withdrawn or modified by the Court, or in any way prevents or prohibits Defendant from obtaining a complete resolution of the Released Class Claims and/or the Released PAGA Claims, the conditional class certification (obtained for any purpose) shall be void *ab initio* and of no force or effect, and shall not be admissible in any judicial, administrative or arbitral proceeding for any purpose or with respect to any issue, substantive or procedural.

D. Tax Liability. The Parties make no representations as to the tax treatment or legal effect of the payments called for, and Class Members and/or Aggrieved Employees are

1 not relying on any statement or representation by the Parties in this regard. Class
2 Members and/or Aggrieved Employees understand and agree that they will be
3 responsible for the payment of any taxes and penalties assessed on the Individual
4 Settlement Payments and/or Aggrieved Employees' individual shares of the Aggrieved
5 Employee Payment described and will be solely responsible for any penalties or other
6 obligations resulting from their personal tax reporting of Individual Settlement
7 Payments and/or Aggrieved Employees' individual shares of the Aggrieved
8 Employees Payment.

9 E. Circular 230 Disclaimer. Each Party to this Agreement (for purposes of this section,
10 the "acknowledging party" and each Party to this Agreement other than the
11 acknowledging party, an "other party") acknowledges and agrees that: (1) no provision
12 of this Agreement, and no written communication or disclosure between or among the
13 Parties or their attorneys and other advisers, is or was intended to be, nor shall any
14 such communication or disclosure constitute or be construed or be relied upon as, tax
15 advice within the meaning of United States Treasury Department circular 230 (31 CFR
16 part 10, as amended); (2) the acknowledging party (a) has relied exclusively upon his,
17 her or its own, independent legal and tax counsel for advice (including tax advice) in
18 connection with this Agreement, (b) has not entered into this Agreement based upon
19 the recommendation of any other Party or any attorney or advisor to any other Party,
20 and (c) is not entitled to rely upon any communication or disclosure by any attorney
21 or adviser to any other party to avoid any tax penalty that may be imposed on the
22 acknowledging party, and (3) no attorney or adviser to any other Party has imposed
23 any limitation that protects the confidentiality of any such attorney's or adviser's tax
24 strategies (regardless of whether such limitation is legally binding) upon disclosure by
25 the acknowledging party of the tax treatment or tax structure of any transaction,
26 including any transaction contemplated by this Agreement.

27 F. Preliminary Approval Motion. As soon thereafter as practicable after the execution of
28 this Agreement, Plaintiffs shall file with the Court a Motion for Order Granting

1 Preliminary Approval and supporting papers, which shall include this Settlement
2 Agreement. Plaintiff will provide Defendant with a draft of the Motion at least five (5)
3 business days prior to the filing of the Motion to give Defendant an opportunity to
4 review and comment upon the Motion.

5 G. Settlement Administrator. The Settlement Administrator shall perform all duties
6 related to the administration of the Settlement as described in this Agreement
7 including, without limitation, establishing and administering the QSF; calculating,
8 processing and mailing payments to the Class Representative, Class Counsel, LWDA,
9 Aggrieved Employees and Class Members; printing and mailing the Notice Packets to
10 the Class Members and Aggrieved Employees as directed by the Court; receiving and
11 reporting the objections and requests for exclusion; calculating, deducting and
12 remitting all legally required taxes from Individual Settlement Payments and
13 distributing tax forms for the Wage Portion, the Penalty Portion and the Interest
14 Portion of the Individual Settlement Payments and/or Aggrieved Employees'
15 individual shares of the Aggrieved Employee Payment; processing and mailing tax
16 payments to the appropriate state and federal taxing authorities; providing
17 declaration(s) as necessary in support of preliminary and/or final approval of this
18 Settlement; and other tasks as the Parties mutually agree or the Court orders the
19 Settlement Administrator to perform. The Settlement Administrator shall keep the
20 Parties timely apprised of the performance of all Settlement Administrator
21 responsibilities by among other things, sending a weekly status report to the Parties'
22 counsel stating the date of the mailing, the number of Requests for Exclusion it
23 receives (including the numbers of valid and deficient), and number of Notices of
24 Objections received. The Settlement Administrator shall also be responsible for
25 creating and maintaining a webpage hosted on its website containing information
26 about the Settlement including but not limited to, a timeline for approval, dates and
27 locations of approval hearings, and settlement distribution through the check cashing
28 deadline.

1 H. Notice Procedure.

2 1. Class Data. No later than ten (10) business days after the Preliminary
3 Approval Date, Defendant shall provide the Settlement Administrator with the
4 Class Data for purposes of preparing and mailing Notice Packets to the Class
5 Members.

6 2. Notice Packets.

7 a) The Notice Packet shall contain the notice of class action settlement
8 (“Class Notice”) in a form substantially similar to **Exhibit A**. The
9 Class Notice shall inform Class Members and Aggrieved Employees
10 that they need not do anything in order to receive their payment and to
11 keep the Settlement Administrator apprised of any changes to their
12 mailing address. The Class Notice shall set forth the scope of the
13 release. Each Class Notice shall state the number of Workweeks and
14 PAGA Pay Periods, if any, and the estimated amount of their
15 Individual Settlement Payment and each Aggrieved Employee’s
16 individual share of the Aggrieved Employee Payment, if any. The
17 Settlement Administrator shall use the Class Data to determine the
18 number of Workweeks and PAGA Pay Periods. The Class Notice will
19 also advise the Aggrieved Employees that they will release the
20 Released PAGA Claims and will receive their share of the Aggrieved
21 Employee Payment regardless of whether they request to be excluded
22 from the Settlement.

23 b) The Notice Packet’s mailing envelope shall include the following
24 language: “IMPORTANT LEGAL DOCUMENT- YOU MAY BE
25 ENTITLED TO PARTICIPATE IN A CLASS ACTION
26 SETTLEMENT; A PROMPT REPLY TO CORRECT YOUR
27 ADDRESS IS REQUIRED AS EXPLAINED IN THE ENCLOSED
28 NOTICE.”

- 1 3. Notice by First Class U.S. Mail. Upon receipt of the Class Data, the
2 Settlement Administrator will perform a search based on the National Change
3 of Address Database to update and correct any known or identifiable address
4 changes. No later than twenty-one (21) calendar days after preliminary
5 approval of the Settlement, the Settlement Administrator shall mail copies of
6 the Notice Packet to all Class Members via regular First-Class U.S. Mail. The
7 Settlement Administrator shall exercise its best judgment to determine the
8 current mailing address for each Class Member. The address identified by the
9 Settlement Administrator as the current mailing address shall be presumed to
10 be the best mailing address for each Class Member.
- 11 4. Undeliverable Notices. Any Notice Packets returned to the Settlement
12 Administrator as non-delivered on or before the Response Deadline shall be
13 re-mailed to any forwarding address provided within seven (7) days of
14 receiving the returned notice. If no forwarding address is provided, the
15 Settlement Administrator shall promptly attempt to determine a correct
16 address by lawful use of skip-tracing, or other search using the name, address
17 and/or Social Security number of the Class Member involved, and shall then
18 perform a re-mailing, if another mailing address is identified by the Settlement
19 Administrator. In addition, if any Class Member who is currently employed
20 by Defendant, is returned to the Settlement Administrator, as non-delivered
21 and no forwarding address is provided, the Settlement Administrator shall
22 notify Defendant. Defendant will request that the currently employed Class
23 Member provide a corrected address and transmit to the Settlement
24 Administrator any corrected address provided by the Class Member. Class
25 Members who received a re-mailed Notice Packet shall have their Response
26 Deadline extended fifteen (15) days from the original Response Deadline.
- 27 5. Disputes Regarding Individual Settlement Payments. Class Members will
28 have the opportunity, should they disagree with Defendant's records regarding

1 the start and end dates of employment, to provide documentation and/or an
2 explanation to show contrary dates. If there is a dispute, the Settlement
3 Administrator will consult with the Parties to determine whether an
4 adjustment is warranted. The Settlement Administrator shall determine the
5 eligibility for, and the amounts of, any Individual Settlement Payments under
6 the terms of this Agreement. The Settlement Administrator's determination
7 of the eligibility for and amount of any Individual Settlement Payment shall
8 be binding upon the Class Member and the Parties.

9 6. Disputes Regarding Administration of Settlement. Any disputes not resolved
10 by the Settlement Administrator concerning the administration of the
11 Settlement will be resolved by the Court under the laws of the State of
12 California. Before any such involvement of the Court, counsel for the Parties
13 will confer in good faith to resolve the disputes without the necessity of
14 involving the Court.

15 7. Exclusions. The Class Notice contained in the Notice Packet shall state that
16 Class Members who wish to exclude themselves from the Settlement must
17 submit a written Request for Exclusion form by the Response Deadline. The
18 written Request for Exclusion must state that the Class Member wishes to
19 exclude himself or herself from the Settlement and (1) must contain the name,
20 address, and the last four digits of the Social Security number of the person
21 requesting exclusion; (2) must be signed by the Class Member; (3) must be
22 postmarked or fax stamped by the Response Deadline and returned to the
23 Settlement Administrator at the specified address or fax telephone number;
24 and (4) contain a typewritten or handwritten notice stating in substance: "I
25 wish to opt out of the settlement of the class action lawsuit entitled *Garcia v.*
26 *The Beach Chalet, L.P.*, current pending in San Francisco County Superior
27 Court, Case No. CGC-22-600090. I understand that by requesting to be
28 excluded from the settlement, I will receive no money from the Settlement

described in this Notice.” The Request for Exclusion will not be valid if it is not timely submitted, if it is not signed by the Class Member, or if it does not contain the name and address and last four digits of the Social Security number of the Class Member. The date of the postmark on the mailing envelope or fax stamp on the Request for Exclusion shall be the exclusive means used to determine whether the Request for Exclusion was timely submitted. Any Class Member who requests to be excluded from the Settlement Class will not be entitled to an Individual Settlement Payment and will not be otherwise bound by the terms of the Settlement or have any right to object, appeal or comment thereon. However, any Class Member that submits a timely Request for Exclusion that is also a member of the Aggrieved Employees will still receive his/her pro rata share of the Aggrieved Employee Payment, as specified below, and in consideration, will be bound by the Released PAGA Claims as set forth herein. Class Members who fail to submit a valid and timely written Request for Exclusion on or before the Response Deadline shall be bound by all terms of the Settlement and any final judgment entered in this Action if the Settlement is approved by the Court. No later than fourteen (14) calendar days after the Response Deadline, the Settlement Administrator shall provide counsel for the Parties with a final list of the Class Members who have timely submitted written Requests for Exclusion. At no time shall any of the Parties or their counsel seek to solicit or otherwise encourage Class Members to submit Requests for Exclusion from the Settlement.

8. Objections. The Class Notice contained in the Notice Packet shall state that Class Members who wish to object to the Settlement may submit to the Settlement Administrator a written statement of objection (“Notice of Objection”) by the Response Deadline. The postmark date of mailing shall be deemed the exclusive means for determining that a Notice of Objection was served timely. The Notice of Objection, if in writing, must be signed by the

1 Settlement Class Member and state: (1) the case name and number; (2) the
2 name of the Settlement Class Member; (3) the address of the Settlement Class
3 Member; (4) the last four digits of the Settlement Class Member's Social
4 Security number; (5) the basis for the objection; and (6) if the Settlement Class
5 Member intends to appear at the final approval/settlement fairness hearing.
6 Class Members who fail to make objections in writing in the manner specified
7 above may still make their objections orally at the final approval/settlement
8 fairness hearing with the Court's permission. Settlement Class Members will
9 have a right to appear at the final approval/settlement fairness hearing to have
10 their objections heard by the Court regardless of whether they submitted a
11 written objection. At no time shall any of the Parties or their counsel seek to
12 solicit or otherwise encourage Class Members to file or serve written
13 objections to the Settlement or appeal from the order and final judgment.
14 Class Members who submit a written Request for Exclusion may not object
15 to the Settlement. Class Members may not object to the PAGA Payment.

16 I. Funding and Allocation of the Gross Settlement Amount. Defendant is required to pay
17 the Gross Settlement Amount, plus any employer's share of payroll taxes as mandated
18 by law, by the Funding Date.

19 1. Calculation of Individual Settlement Payments. Individual Settlement
20 Payments shall be paid from the Net Settlement Amount and shall be paid
21 pursuant to the formula set forth herein. Using the Class Data, the Settlement
22 Administrator shall add up the total number of Workweeks for all Class
23 Members. The respective Workweeks for each Class Member will be divided
24 by the total Workweeks for all Class Members, resulting in the Payment Ratio
25 for each Class Member. Each Class Member's Payment Ratio will then be
26 multiplied by the Net Settlement Amount to calculate each Class Member's
27 estimated Individual Settlement Payments. Each Individual Settlement
28 Payment will be reduced by any legally mandated employee tax withholdings

(e.g., employee payroll taxes, etc.). Individual Settlement Payments for Class Members who submit valid and timely Requests for Exclusion will be redistributed to Settlement Class Members who do not submit valid and timely Requests for Exclusion on a pro rata basis based on their respective Payment Ratios.

2. Calculation of Individual Payments to the Aggrieved Employees. Using the Class Data, the Settlement Administrator shall add up the total number of PAGA Pay Periods for all Aggrieved Employees during the PAGA Period. The respective PAGA Pay Periods for each Aggrieved Employee will be divided by the total PAGA Pay Periods for all Aggrieved Employees, resulting in the “PAGA Payment Ratio” for each Aggrieved Employee. Each Aggrieved Employee’s PAGA Payment Ratio will then be multiplied by the Aggrieved Employee’s portion of the Aggrieved Employee Payment, \$5,000.00 (25% of \$20,000.00), to calculate each Aggrieved Employee’s estimated share of the Aggrieved Employee Payment.

3. Allocation of Individual Settlement Payments. For tax purposes, Individual Settlement Payments shall be allocated and treated as 20% wages (“Wage Portion”) and 40% penalties (“Penalty Portion”) and 40% pre-judgment interest (“Interest Portion”). The Wage Portion of the Individual Settlement Payments shall be reported on IRS Form W-2 and the Penalty Portion and Interest Portion of the Individual Settlement Payments shall be reported on IRS Form 1099 pursuant to the Settlement Agreement. Plaintiff and each Settlement Class Member shall bear the full responsibility for payment of any taxes or withholdings that are found to be owed from the Individual Settlement Payments.

4. Allocation of Aggrieved Employee Payments. For tax purposes, individual Aggrieved Employee Payments shall be allocated and treated as 100% penalties and shall be reported on IRS Form 1099.

- 1 5. No Credit Toward Benefit Plans. The Individual Settlement Payments and
2 individual shares of the Aggrieved Employee Payment made to Settlement
3 Class Members and/or Aggrieved Employees under this Settlement
4 Agreement, as well as any other payments made pursuant to this Settlement
5 Agreement, will not be utilized to calculate any additional benefits under any
6 benefit plans to which any Class Members may be eligible, including, but not
7 limited to profit-sharing plans, bonus plans, 401(k) plans, stock purchase
8 plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan.
9 Rather, it is the Parties' intention that this Settlement Agreement will not
10 affect any rights, contributions, or amounts to which any Class Members may
11 be entitled under any benefit plans.
- 12 6. All monies received by Settlement Class Members under the Settlement which
13 are attributable to wages shall constitute income to such Settlement Class
14 Members solely in the year in which such monies actually are received by the
15 Settlement Class Members. It is the intent of the Parties that Individual
16 Settlement Payments and individual shares of the Aggrieved Employee Payment
17 provided for in this Settlement Agreement are the sole payments to be made by
18 Defendant to Settlement Class Members and/or Aggrieved Employees in
19 connection with this Settlement Agreement, with the exception of Plaintiff, and
20 that the Settlement Class Members and/or Aggrieved Employees are not entitled
21 to any new or additional compensation or benefits as a result of having received
22 the Individual Settlement Payments and/or their individual shares of the
23 Aggrieved Employee Payment.
- 24 7. Mailing. Individual Settlement Payments and individual shares of the
25 Aggrieved Employee Payment shall be mailed by regular First-Class U.S.
26 Mail to Settlement Class Members' and/or Aggrieved Employees' last known
27 mailing address no later than fourteen (14) calendar days after the Funding
28 Date.

1 8. Expiration. Any checks issued to Settlement Class Members and Aggrieved
2 Employees shall remain valid and negotiable for one hundred and eighty (180)
3 days from the date of their issuance. If a Settlement Class Member and/or
4 Aggrieved Employee does not cash his or her settlement check within ninety
5 (90) days, the Settlement Administrator will send a letter to such persons,
6 advising that the check will expire after the 180th day, and invite that
7 Settlement Class Member and/or Aggrieved Employee to request reissuance
8 in the event the check was destroyed, lost or misplaced. In the event an
9 Individual Settlement Payment and/or Aggrieved Employee's individual
10 share of the Aggrieved Employee Payment check has not been cashed within
11 one hundred and eighty (180) days, if more than 10% of all checks mailed to
12 the Class Members are not cashed within 180 days, payment shall be
13 redistributed to the Class Members who did cash their checks. If less than 10%
14 of checks are uncashed, the funds represented by such uncashed checks will
15 be deposited with the California Controller's Unclaimed Property Fund in the
16 name of the Settlement Class Member and/or Aggrieved Employee.

17 9. Service Award. In addition to the Individual Settlement Payment as a
18 Settlement Class Member and his individual share of the Aggrieved Employee
19 Payment, the Class Representative will apply to the Court for an award of not
20 more than \$10,000.00 as the Service Award. Defendant will not oppose a
21 Service Award of not more than \$10,000.00 for Class Representative. The
22 Settlement Administrator shall pay the Service Award, either in the amount
23 stated herein if approved by the Court or some other amount as approved by
24 the Court, to Class Representative from the Gross Settlement Amount no later
25 than fourteen (14) calendar days after the Funding Date. Any portion of the
26 requested Service Award that is not awarded to the Class Representative shall
27 be part of the Net Settlement Amount and shall be distributed to Settlement
28 Class Members as provided in this Agreement. The Settlement Administrator

1 shall issue an IRS Form 1099 — MISC to Class Representative for his Service
2 Award. Class Representative shall be solely and legally responsible to pay
3 any and all applicable taxes on his Service Award and shall hold harmless the
4 Released Parties from any claim or liability for taxes, penalties, or interest
5 arising as a result of the Service Award. Approval of this Settlement shall not
6 be conditioned on Court approval of the requested amount of the Service
7 Award. If the Court reduces or does not approve the requested Service Award,
8 Class Representative shall not have the right to revoke the Settlement, and it
9 will remain binding.

- 10 10. Attorneys' Fees and Attorneys' Expenses. Defendant will not object to Class
11 Counsel filing a motion for Attorneys' Fees not to exceed one-third of the
12 Gross Settlement Amount (currently estimated to be \$133,333.33) and
13 Attorneys' Expenses supported by declaration not to exceed Thirty Thousand
14 Dollars (\$30,000.00). Any awarded Attorneys' Fees and Attorneys' Expenses
15 shall be paid from the Gross Settlement Amount. Any portion of the requested
16 Attorneys' Fees and/or Attorneys' Expenses that are not awarded to Class
17 Counsel shall be added to the Net Settlement Amount and shall be distributed
18 to Settlement Class Members as provided in this Agreement. The Settlement
19 Administrator shall allocate and pay the Attorneys' Fees to Class Counsel
20 from the Gross Settlement Amount no later than fourteen (14) calendar days
21 after the Funding Date. Class Counsel shall be solely and legally responsible
22 to pay all applicable taxes on the payment made pursuant to this paragraph.
23 The Settlement Administrator shall issue an IRS Form 1099 — MISC to Class
24 Counsel for the payments made pursuant to this paragraph. In the event that
25 the Court reduces or does not approve the requested Attorneys' Fees, Plaintiff
26 and Class Counsel shall not have the right to revoke the Settlement, or to
27 appeal such order, and the Settlement will remain binding.
28

11. PAGA Payment. Twenty Thousand Dollars and Zero Cents (\$20,000.00) shall be allocated from the Gross Settlement Amount for settlement of claims for civil penalties under the Private Attorneys General Act of 2004. The Settlement Administrator shall pay seventy-five percent (75%) of the PAGA Payment (\$15,000.00) to the LWDA no later than fourteen (14) calendar days after the Funding Date. Twenty-five percent (25%) of the PAGA Payment (\$5,000.00) will be distributed to the Aggrieved Employees as described in this Agreement. For purposes of distributing the Aggrieved Employee Payment portion of the PAGA Payment to the Aggrieved Employees, each Aggrieved Employee shall receive their pro-rata share of the Aggrieved Employee Payment using the PAGA Payment Ratio as defined above.

12. Claims Administration Expenses. The Settlement Administrator shall be paid for the actual costs of administration of the Settlement from the Gross Settlement Amount. The estimate of the Claims Administration Expenses is \$8,500.00. The Settlement Administrator shall be paid the Claims Administration Expenses no later than fourteen (14) calendar days after the Funding Date.

J. Final Approval Motion. Class Counsel and Plaintiff shall use best efforts to file with the Court a motion for order granting final approval and entering judgment, within thirty (30) days following the expiration of the Response Deadline, which motion shall request final approval of the Settlement and a determination of the amounts payable for the Service Award, the Attorneys' Fees and Attorneys' Expenses, the PAGA Payment, and the Claims Administration Expenses. Plaintiff will provide Defendant with a draft of the motion at least five (5) business days prior to the filing of the motion to give Defendant an opportunity to propose changes or additions to the motion.

1. Declaration by Settlement Administrator. No later than seven (7) days after the Response Deadline, the Settlement Administrator shall submit a

1 declaration in support of Plaintiff's motion for final approval of this
2 Settlement detailing the number of Notice Packets mailed and re-mailed to
3 Class Members, the number of undeliverable Notice Packets, the number of
4 timely Requests for Exclusion, the number of Notices of Objections received,
5 the amount of the average Individual Settlement Payment and highest
6 Individual Settlement Payment, the Claims Administration Expenses, and any
7 other information as the Parties mutually agree or the Court orders the
8 Settlement Administrator to provide.

9 2. Final Approval Order and Judgment. Class Counsel shall present an order
10 granting final approval of class action settlement to the Court for its approval,
11 and judgment thereon, at the time Class Counsel files the motion for final
12 approval.

13 N. Cooperation. The Parties and their counsel will cooperate with each other and use
14 their best efforts to implement the Settlement.

15 O. Interim Stay of Proceedings. The Parties agree to stay all proceedings in the Action,
16 except such proceedings necessary to implement and complete the Settlement, pending
17 the final approval fairness hearing to be conducted by the Court.

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

20 Q. Entire Agreement. This Agreement and any attached Exhibit constitute the entire
21 Agreement among these Parties, and no oral or written representations, warranties or
22 inducements have been made to any Party concerning this Agreement or its Exhibit
23 other than the representations, warranties and covenants contained and memorialized
24 in this Agreement and its Exhibit.

25 R. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant and
26 represent they are expressly authorized by the Parties whom they represent to negotiate
27 this Agreement and to take all appropriate Action required or permitted to be taken by
28 such Parties pursuant to this Agreement to effectuate its terms, and to execute any other

documents required to effectuate the terms of this Agreement. The persons signing this Agreement on behalf of Defendant represents and warrants that he/she is authorized to sign this Agreement on behalf of Defendant. Plaintiff represents and warrants that he is authorized to sign this Agreement and that he has not assigned any claim, or part of a claim, covered by this Settlement to a third-party.

S. Binding on Successors and Assigns. This Agreement shall be binding upon, and inure to the benefit of, the successors or assigns of the Parties, as previously defined.

T. California Law Governs. All terms of this Agreement and any disputes shall be governed by and interpreted according to the laws of the State of California.

U. Counterparts. This Agreement may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument provided that counsel for the Parties to this Agreement shall exchange among themselves copies or originals of the signed counterparts.

V. Court Filings. The Parties shall not object to any Court filings consistent with this Agreement.

W. This Settlement Is Fair, Adequate and Reasonable. The Parties believe this Settlement is a fair, adequate and reasonable settlement of this Action and have arrived at this Settlement after extensive arms-length negotiations, taking into account all relevant factors, present and potential.

X. Jurisdiction of the Court. The Parties agree that the Court shall retain jurisdiction with respect to the interpretation, implementation and enforcement of the terms of this Agreement and all orders and judgments entered in connection therewith, and the Parties and their counsel submit to the jurisdiction of the Court for purposes of interpreting, implementing and enforcing the settlement and all orders and judgments entered in connection with this Agreement.

Y. Invalidity of Any Provision. Before declaring any provision of this Agreement invalid, the Court shall first attempt to construe the provisions valid to the fullest extent

possible consistent with applicable precedents so as to define all provisions of this Agreement valid and enforceable.

Z. No Unalleged Claims. Plaintiff and Class Counsel represent that they do not currently intend to pursue any claims against the Released Parties, including, but not limited to, any and all claims relating to or arising from Plaintiff's employment with Defendant, regardless of whether Class Counsel is currently aware of any facts or legal theories upon which any claims or causes of action could be brought against Released Parties, including those facts or legal theories alleged in the operative complaint in this Action. The Parties further acknowledge, understand and agree that this representation is essential to the Agreement and that this Agreement would not have been entered into were it not for this representation.

AA. Waiver of Certain Appeals. The Parties agree to waive appeals and to stipulate to class certification for purposes of this Settlement only.

BB. No Admissions by the Parties. Plaintiff has claimed and continues to claim that the Released Class Claims and Released PAGA Claims have merit and give rise to liability on the part of Defendant. Defendant claims that the Released Class Claims and Released PAGA claims have no merit and do not give rise to liability. This Agreement is a compromise of disputed claims. Nothing contained in this Agreement and no documents referred to and no action taken to carry out this Agreement may be construed or used as an admission by or against the Defendant or Plaintiff or Class Counsel as to the merits or lack thereof of the claims asserted. Other than as may be specifically set forth herein, each Party shall be responsible for and shall bear their own attorney's fees and costs.

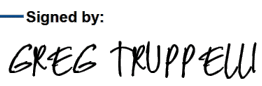
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IT IS SO AGREED, FORM AND CONTENT, BY PLAINTIFF:

DATED: 05/20/2025 
Jesus Garcia (May 20, 2025 16:17 PDT)
Jesus Garcia

IS SO AGREED, FORM AND CONTENT, BY DEFENDANT:

DATED: 5/22/2025 | 12:02 PM PDT 
Signed by: GREG TRUPPELLI
9E711DE813644E2...
The Beach Chalet, L.P.

GREG TRUPPELLI

Printed Name

Manager

Title

IT IS SO AGREED AS TO FORM BY COUNSEL:

DATED: May 21, 2025 JCL LAW FIRM, APC
By: 
Jean-Claude Lapuyade, Esq.
Attorneys for Plaintiff and the Settlement Class Members

DATED: May 21, 2025 ZAKAY LAW GROUP, APLC
By: 
Shani O. Zakay, Esq.
Attorneys for Plaintiff and the Settlement Class Members

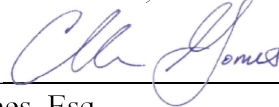
DATED: May 21, 2025 ANDERIES & GOMES, LLP
By: 
Allan J. Gomes, Esq.
Attorney for Defendant

EXHIBIT A

**NOTICE OF PENDENCY OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT
AND FINAL HEARING DATE**

(Jesus Garcia v. The Beach Chalet, L.P., San Francisco County Superior Court Case No. CGC-22-6000090)
(“Action”)

**YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR DO NOT ACT. PLEASE
READ THIS NOTICE CAREFULLY.**

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
Do Nothing and Receive a Payment	To receive a cash payment from the Settlement, you do not have to do anything. Your estimated Individual Settlement Payment is: \$<<[REDACTED]>>. See the explanation below. After final approval by the Court, the payment will be mailed to you at the same address as this notice. If your address has changed, please notify the Settlement Administrator as explained below. In exchange for the settlement payment, you will release claims against the Defendant as detailed below.
Exclude Yourself	If you wish to exclude yourself from the Settlement, you must send a written request for exclusion to the Settlement Administrator as provided below. If you request exclusion, you will receive no money from the Settlement. Instructions are set forth below.
Object	You may write to the Court about why you believe the settlement should not be approved. Directions are provided below.

1. Why did I get this Notice?

A proposed class action settlement (the “Settlement”) of this lawsuit pending in the Superior Court for the State of California, County of San Francisco (the “Court”) has been reached between Plaintiff Jesus Garcia (“Plaintiff” or “Class Representative”) and Defendant The Beach Chalet, L.P. (“Defendant”). The Court has granted preliminary approval of the Settlement. **You may be entitled to receive money from this Settlement.**

You have received this Class Notice because you have been identified as a member of the Class.

The “Class” is defined as:

All current and former non-exempt employees who worked for Defendant The Beach Chalet, L.P., in California at any time during beginning on June 9, 2018 through February 2, 2025.

The “Class Period” is the period from June 9, 2018, to February 2, 2025.

This Class Notice explains the lawsuit, the Settlement, and your legal rights. It is important that you read this Notice carefully as your rights may be affected by the Settlement.

2. What is this class action lawsuit about?

On June 9, 2022, Plaintiff filed a Complaint against Defendant in the Superior Court of the State of California, County of San Francisco, asserting causes of action for: (1) Unfair Competition (Bus. & Prof. Code §§ 17200 et seq.); (2) Failure to Pay Minimum Wages (Labor Code §§ 1194, 1197 and 1197.1); (3) Failure to Pay Overtime Wages (Labor Code §§ 510 et seq.); (4) Failure to Provide Required Meal Periods (Labor Code §§ 226.7, 512 and the applicable Wage Order); (5) Failure to Provide Required Rest Periods (Labor Code §§ 226.7, 516 and the applicable wage order); (6) Failure to Provide Accurate Itemized Wage Statements (Labor Code § 226); (7) Failure to Reimburse Employees for Required Expenses (Labor Code § 2802); and (8) Violation of the Private Attorneys General Act (Labor Code § 2698 et seq.) Plaintiff amended his complaint on August 4, 2022, and filed a Second Amended Complaint on November 3, 2023. The Second Amended Complaint is the Operative Complaint in this Action, and includes the same eight causes of action listed above.

Defendant expressly denies any liability or wrongdoing of any kind associated with the claims alleged in the Action, disputes any wages, damages and penalties claimed by the Class Representative are owed, and further contends that, for any purpose other than settlement, the Action is not appropriate for class or representative action treatment. Defendant contends, among other things, that at all times it complied with the California Labor Code and the Industrial Welfare Commission Wage Orders.

The Parties participated in a mediation with Hon. Brian C. Walsh on October 22, 2024, which ended without a settlement. With Judge Walsh's continued assistance, the Parties resumed negotiations and reached a settlement on February 4, 2025. The Court granted preliminary approval of the Settlement on <<INSERT PRELIMINARY APPROVAL DATE>>. At that time, the Court also preliminarily approved the Plaintiff to serve as the Class Representative, and the law firms of JCL Law Firm, APC and Zakay Law Group, APLC to serve as Class Counsel.

3. What are the terms of the Settlement?

Gross Settlement Amount. Defendant has agreed to pay an "all in" amount of Four-Hundred Thousand and Zero Cents (\$400,000.00) (the "Gross Settlement Amount") to fund the settlement. The Gross Settlement Amount includes the payment of all Individual Settlement Payments to Settlement Class Members, Class Counsel's Attorneys' Fees and Attorneys' Costs, Claims Administration Expenses, the PAGA Payment, and the Service Award to the Plaintiff.

By February 3, 2026, or within sixty (60) days after the Court grants final approval of the Settlement (whichever is later), Defendant will pay the Gross Settlement Amount by depositing the money with the Settlement Administrator.

Amounts to be Paid from the Gross Settlement Amount. The Settlement provides for certain payments to be made from the Gross Settlement Amount, which will be subject to final Court approval, and which will be deducted from the Gross Settlement Amount before settlement payments are made to Class Members, as follows:

- "Claims Administration Expenses". Payment to the Settlement Administrator, estimated not to exceed \$8,500.00 for expenses, including expenses of sending this Notice, processing opt-outs, and distributing settlement payments.
- "Attorneys' Fees" and "Attorneys' Expenses". Payment to Class Counsel of Attorneys' Fees of no more than 1/3 of the Gross Settlement Amount (currently \$133,333.33) and Attorneys' Expenses of not more than \$30,000.00 for all expenses incurred as documented in Class Counsel's billing records, both subject to Court approval. Class Counsel have been prosecuting the Action on behalf of Plaintiff and the Class on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses.

- “Service Award”. Service Award of up to Ten Thousand Dollars (\$10,000.00) to Plaintiff or such lesser amount as may be approved by the Court, to compensate him for services on behalf of the Class in initiating and prosecuting the Action, and for the risks he undertook.
- “PAGA Payment”. A payment of \$20,000.00 relating to Plaintiff’s claim under the Private Attorneys General Act (“PAGA”), \$15,000.00 of which will be paid to the State of California’s Labor and Workforce Development Agency (“LWDA”) and the remaining \$5,000.00 will be distributed to Aggrieved Employees.
- Calculation of Payments to Settlement Class Members. After all the above payments of the court-approved Attorneys’ Fees, Attorneys’ Expenses, the Service Award, the PAGA Payment, and the Claims Administration Expenses are deducted from the Gross Settlement Amount, the remaining portion, called the “Net Settlement Amount shall be distributed to class members who do **not** request exclusion (“Settlement Class Members”). Settlement Class Members will be paid based on the number of workweeks worked during the Class Period. A “Workweek” is defined as any seven (7) consecutive days beginning on Sunday and ending on Saturday, in which a Class Member is employed for at least a portion of one day by Defendant during the Class Period in California.
- Calculation of Aggrieved Employees Payments to Aggrieved Employees. The PAGA Payment shall be distributed to Aggrieved Employees irrespective of whether they exclude themselves or opt-out of the Class Settlement. The PAGA Payment will be divided by the total number of PAGA pay periods worked by all Aggrieved Employees during the PAGA Period, and then taking that number and multiplying it by the number of PAGA pay periods worked by each respective Aggrieved Employee during the PAGA Period. “Aggrieved Employee” means all current and former non-exempt employees who worked for Defendant The Beach Chalet, L.P., in California at any time during the period beginning on April 4, 2021 through February 2, 2025.

If the Settlement is approved by the Court, you will automatically be mailed a check for your individual payment to the same address as this Class Notice. You do not have to do anything to receive a payment. If your address has changed, you must contact the Settlement Administrator to inform them of your correct address to ensure you receive your payment.

Tax Matters. Twenty percent (20%) of each individual Class Settlement payment is allocated to wages. Taxes are withheld from this amount, and each Settlement Class Member will be issued an Internal Revenue Service Form W-2 for such payment. Forty percent (40%) of each individual Class Settlement payment is allocated to interest and forty percent (40%) to penalties. No taxes will be withheld from the PAGA Payment paid to Aggrieved Employees. Each Settlement Class Member will be issued an Internal Revenue Service Form 1099 for penalty portion and interest portion of the individual Class Settlement payments. In addition, no taxes will be withheld from the PAGA Payment paid to Aggrieved Employees, and each Aggrieved Employee will be issued an Internal Revenue Service Form 1099 for such payment. Neither Class Counsel nor Defendant’s counsel intend anything contained in this Settlement to constitute advice regarding taxes or taxability. You may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

No Credit Toward Benefit Plans. The individual Class Settlement payments and Aggrieved Employee PAGA Payments made to Settlement Class Members and/or Aggrieved Employees under this Settlement Agreement, as well as any other payments made pursuant to this Settlement Agreement, will not be utilized to calculate any additional benefits under any benefit plans to which any Settlement Class Members may be eligible, including,

but not limited to profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties' intention that this Settlement Agreement will not affect any rights, contributions, or amounts to which any Settlement Class Members may be entitled under any benefit plans.

Conditions of Settlement. This Settlement is conditioned upon the Court entering an order granting final approval of the Settlement and entering judgment.

4. What Do I Release Under the Settlement?

Released Claims. Upon entry of final judgment and funding of the Gross Settlement Amount, the Defendant shall be entitled to a release from the Class Members of all class claims alleged, or reasonably could have been alleged based on the facts alleged, in the operative complaint in the Action which occurred during the Class Period, and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and class claims outside of the Class Period.

The Released PAGA Claims shall be released as follows. Upon entry of final judgment and funding of the Gross Settlement Amount, the Defendant shall be entitled to a release from the Plaintiff and the State of California for all PAGA claims alleged in the operative complaint in the Action and Plaintiff's PAGA notice to the LWDA which occurred during the PAGA Period, and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and PAGA claims outside of the PAGA Period.

This means that, if you do not timely and formally exclude yourself from the Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant about the legal issues resolved by this Settlement. It also means that all of the Court's orders in this Action will apply to you and legally bind you.

5. How much will my payment be?

Defendant's records reflect that you have <<____>> Workweeks worked during the Class Period (June 9, 2018, to October 22, 2024).

Based on this information, your estimated Class Settlement Share is <<____>>.

Defendant's records reflect that you have <<____>> PAGA pay periods worked during the PAGA Period (April 4, 2021, to February 2, 2025).

Based on this information, your estimated PAGA Payment as an Aggrieved Employee is <<____>>.

If you wish to challenge the information set forth above, then you must submit a written, signed dispute challenging the information along with supporting documents, to the Settlement Administrator at the address provided in this Notice no later than _____ [forty-five (45) days after the Notice or fifteen (15) days after the re-mailed Notice].

6. How can I get a payment?

To get money from the settlement, you do not have to do anything. A check for your settlement payment will be mailed automatically to the same address as this Notice. If your address is incorrect or has changed, you must notify the Settlement Administrator. The Settlement Administrator is: Atticus Class Action Administration.

The Court will hold a hearing on [REDACTED] to decide whether to finally approve the Settlement. If the Court approves the Settlement and there are no objections or appeals, payments will be mailed within a few months after this hearing. If there are objections or appeals, resolving them can take time, perhaps more than a year. Please be patient. After entry of the Judgment, the Settlement Administrator will provide notice of the final judgment to the Class Members by posting a copy of the Judgment on the administrator's website at www.atticusadmin.com.

7. What if I don't want to be a part of the Class Settlement?

If you do not wish to participate in the Class Settlement, you may exclude yourself from the Class Settlement or "opt out." **If you opt out, you will receive NO money from the Class Settlement, and you will not be bound by its terms, except as provided as follows.** Irrespective of whether you exclude yourself from the Class Settlement or "opt out," if you are an Aggrieved Employee, you will be bound by the PAGA Release, you will be deemed to have released the Released PAGA Claims, and you will receive a share of the Aggrieved Employee portion of the PAGA Payment.

To opt out, you must submit to the Settlement Administrator, by First Class Mail, a written, signed and dated request for exclusion postmarked no later than _____. The address for the Settlement Administrator is Atticus Class Action Administration, 1295 Northland Drive, Suite 160, St. Paul, MN 55120; Tel: 1-888-326-6411. The request for exclusion must state in substance that the Class Member has read the Class Notice and that he or she wishes to be excluded from the settlement of the class action lawsuit entitled *Jesus Garcia v. The Beach Chalet, L.P.*, San Francisco County Superior Court Case Number CGC-22-600090. The request for exclusion must contain your name, address, signature and the last four digits of your Social Security Number for verification purposes. The request for exclusion must be signed by you. No other person may opt out for a member of the Class.

Written requests for exclusion that are postmarked after _____, or are incomplete or unsigned will be rejected, and those Class Members will remain bound by the Settlement and the release described above.

8. How do I tell the Court that I would like to challenge the Settlement?

Any Class Member who has not opted out and believes that the Settlement should not be finally approved by the Court for any reason, may object to the proposed Settlement. Objections must be in writing and state the Class Member's name, current address, telephone number, and describe why you believe the Settlement is unfair and whether you intend to appear at the final approval hearing. All written objections or other correspondence must also state the name and number of the case, which is *Jesus Garcia v. The Beach Chalet, L.P., San Francisco County Superior Court Case Number CGC-22-600090*. You may also object without submitting a written objection by appearing at the final approval hearing scheduled as described in Section 9 below.

To object to the Settlement, you cannot opt out. If the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way as Class Members who do not object. Any Class Member who does not object in the manner provided in this Class Notice shall have waived any objection to the Settlement, whether by appeal or otherwise.

Written objections must be delivered or mailed to the Settlement Administrator no later than [REDACTED]. The address for the Settlement Administrator is Atticus Class Action Administration, 1295 Northland Drive, Suite 160, St. Paul, MN 55120 c/o Atticus Class Action Administration.; Tel: 1-888-326-6411.

The addresses for the Parties' counsel are as follows:

Class Counsel:

Jean-Claude Lapuyade, Esq.
JCL Law Firm, APC
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Tel.: (619) 599-8292
E-Mail: jlapuyade@jcl-lawfirm.com

Counsel for Defendant:

Allan J. Gomes
Anderies & Gomes LLP
505 Montgomery St, Floor 11
San Francisco, CA 94111
Tel. : (415) 217-8802
E-Mal: agomes@andgolaw.com

Class Counsel:

Shani O. Zakay, Esq.
Zakay Law Group, APLC
5440 Morehouse Drive, Suite 3700
San Diego, CA 92121
Tel: (619) 255-9047
Email: shani@zakaylaw.com

9. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing at **00:00 AM/PM on** [REDACTED], at the San Francisco County Superior Court, Department __, located at _____ before Judge _____. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval to the Settlement. If there are objections, the Court will consider them. The Court will listen to people who have made a timely written request to speak at the hearing or who appear at the hearing to object. This hearing may be rescheduled by the Court without further notice to you. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend the hearing.

10. How do I get more information about the Settlement?

You may call the Settlement Administrator at 1-844-728-8428 or write to *Jesus Garcia v. The Beach Chalet, L.P., San Fransisco County Superior Court Case Number CGC-22-600090*, Settlement Administrator, 1295 Northland Drive, Suite 160, St. Paul, MN 55120 c/o Atticus Class Action Administration.

This notice summarizes the proposed settlement. More details are in the Settlement Agreement. You may receive a copy of the Settlement Agreement, the Final Judgment or other Settlement documents by writing to JCL Law firm, APC, 5440 Morehouse Drive, Suite 3600, San Diego, CA 92121 or by visiting the administrator's website at www.atticusadmin.com.

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

IMPORTANT:

- You must inform the Settlement Administrator of any change of address to ensure receipt of your settlement payment.
- Settlement checks will be null and void 180 days after issuance if not deposited or cashed. In the event a check has not been cashed within one hundred and eighty (180) days, if more than 10% of all checks mailed to the Class Members are not cashed within 180 days, payment shall be redistributed to the Class Members who did cash their checks. If less than 10% of checks are uncashed, the funds represented by such uncashed checks will be deposited with the California Controller's Unclaimed Property Fund in the name of the Settlement Class Member and/or Aggrieved Employee. If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.

ZAKAY LAW GROUP, APLC

Shani O. Zakay (State Bar #277924)

shani@zakaylaw.com

Eden Zakay (State Bar #339536)

eden@zakaylaw.com

Rachel Newman (State Bar #350826)

rachel@zakaylaw.com

Jaclyn Joyce (State Bar #285124)

jaclyn@zakaylaw.com

5440 Morehouse Drive, Suite 3600

San Diego, CA 92121

Telephone: (619) 255-9047

JCL LAW FIRM, APC

Jean-Claude Lapuyade (State Bar #248676)

jlapuyade@jcl-lawfirm.com

Perssia Razma (State Bar #351398)

prazma@jcl-lawfirm.com

5440 Morehouse Drive, Suite 3600

San Diego, CA 92121

Telephone: (619) 599-8292

Attorneys for PLAINTIFF

(Additional Counsel on Next Page)

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN FRANCISCO

JESUS GARCIA, an individual, on behalf of
himself and on behalf of all persons similarly
situated,

Plaintiff,

v.

THE BEACH CHALET, L.P., a California
Limited Partnership; and DOES 1-50, Inclusive,

Defendants.

Case No: CGC-22-600090

**AMENDMENT NO. 1 TO CLASS ACTION
AND PAGA SETTLEMENT AND
RELEASE OF CLAIMS**

Judge: Hon. Rochelle East
Dept.: 610

1 **ANDERIES & GOMES LLP**
2 Allan J. Gomes, Esq.
3 agomes@andgolaw.com
4 505 Montgomery Street, 11th Floor
5 San Francisco, CA 94111
6 T: (415) 217-8804
7 F: (415) 217-8803
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9 Attorney for DEFENDANT
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1 Plaintiff JESUS GARCIA (hereinafter, "Plaintiff"), and Defendant THE BEACH
2 CHALET, L.P. ("Defendant," and collectively with Plaintiff, the "Parties"), pursuant to § I(J) of
3 the Class Action and PAGA Settlement and Release of Claims ("Original Agreement") entered
4 into on or around May 22, 2025, hereby agree to amend the Original Agreement, as stated herein.
5 The amendments stated herein are incorporated by this reference:

6 **A. Paragraph I(J) of the Original Agreement is hereby amended to state as follows:**
7 "Class Period" means the period from June 9, 2018 to February 2, 2025.

8 **B. Exhibit A to the Original Agreement will be replaced with:** revised Notice of Class
9 Action Settlement that is attached hereto as Exhibit A.

10
11 **IT IS SO AGREED.**

12
13 Dated: 8/29, 2025



Jesus Garcia (Aug 29, 2025 17:22:01 PDT)
Plaintiff Jesus Garcia

14
15 Dated: August 29, 2025



Rachel Newman
Eden Zakay
Shani O. Zakay
Zakay Law Group, APC
Attorney for Plaintiff

16
17
18
19
20 Dated: August 29, 2025



Jean-Claude Lapuyade
The JCL Law Firm, APC
Attorney for Plaintiff

21
22
23
24 Dated: _____, 2025

For Defendant
THE BEACH CHALET, L.P.

25
26
27
28 ///

1 Plaintiff JESUS GARCIA (hereinafter, "Plaintiff"), and Defendant THE BEACH
2 CHALET, L.P. ("Defendant," and collectively with Plaintiff, the "Parties"), pursuant to § I(J) of
3 the Class Action and PAGA Settlement and Release of Claims ("Original Agreement") entered
4 into on or around May 22, 2025, hereby agree to amend the Original Agreement, as stated herein.
5 The amendments stated herein are incorporated by this reference:

6 **A. Paragraph I(J) of the Original Agreement is hereby amended to state as follows:**
7 "Class Period" means the period from June 9, 2018 to February 2, 2025.

8 **B. Exhibit A to the Original Agreement will be replaced with:** revised Notice of Class
9 Action Settlement that is attached hereto as Exhibit A.

10
11 **IT IS SO AGREED.**

12
13 Dated: _____, 2025

Plaintiff Jesus Garcia

14
15 Dated: _____, 2025

Rachel Newman
Eden Zakay
Shani O. Zakay
Zakay Law Group, APC
Attorney for Plaintiff

16
17
18
19
20 Dated: _____, 2025

Jean-Claude Lapuyade
The JCL Law Firm, APC
Attorney for Plaintiff

21
22
23
24 Dated: 9/7/2025 | 11:07 AM PDT
_____, 2025

Signed by:
GREG TRUPPELL

9E711DE813544E2...
For Defendant
THE BEACH CHALET, L.P.

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Dated: 8/29/2025 | 4:16 PM PDT
_____, 2025

DocuSigned by:
Allan Gomes
996A74ACE5974F6...
Allan J. Gomes
Attorney for Defendant

ZAKAY LAW GROUP, APLC

Shani O. Zakay (State Bar #277924)

shani@zakaylaw.com

Eden Zakay (State Bar #339536)

eden@zakaylaw.com

Jennifer Gerstenzang (State Bar #279810)

jenny@zakaylaw.com

Nicole Noursamadi (State Bar #357246)

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jaclyn@zakaylaw.com

5440 Morehouse Drive, Suite 3600

San Diego, CA 92121

Telephone: (619) 255-9047

JCL LAW FIRM, APC

Jean-Claude Lapuyade (State Bar #248676)

jlapuyade@jcl-lawfirm.com

5440 Morehouse Drive, Suite 3600

San Diego, CA 92121

Telephone: (619) 599-8292

Attorneys for PLAINTIFF

(Additional Counsel on Next Page)

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN FRANCISCO

JESUS GARCIA, an individual, on behalf of
himself and on behalf of all persons similarly
situated,

Plaintiff,

v.

THE BEACH CHALET, L.P., a California
Limited Partnership; and DOES 1-50, Inclusive,

Defendants.

Case No: CGC-22-600090

**AMENDMENT NO. 2 TO CLASS ACTION
AND PAGA SETTLEMENT
AGREEMENT**

Date: January 20, 2026

Time: 9:00am

Dept.: 302

1 **ANDERIES & GOMES LLP**
Allan J. Gomes, Esq.
2 agomes@andgolaw.com
505 Montgomery Street, 11th Floor
3 San Francisco, CA 94111
T: (415) 217-8804
4 F: (415) 217-8803

5 Attorneys for DEFENDANT
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12
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1 Plaintiff JESUS GARCIA (“Plaintiff”), and Defendant THE BEACH CHALET, L.P.,
2 (“Defendant,” and collectively with Plaintiff, the “Parties”), pursuant to § III.P, of the Class
3 Action and PAGA Settlement Agreement (“Original Agreement”) entered into on or around
4 December 10, 2024, hereby agree to amend the Original Agreement, as stated herein. The
5 amendments stated herein are incorporated by this reference:

6 **A. Paragraph III.I.12 of the Original Agreement is hereby amended to state as**
7 **follows:**

8 The Settlement Administrator shall be paid for the actual costs of administration of the
9 Settlement from the Gross Settlement Amount. The estimate of the Claims Administration
10 Expenses is \$9,300.00. The Settlement Administrator shall be paid the Claims
11 Administration Expenses no later than fourteen (14) calendar days after the Funding Date.

12 **B. Exhibit A to the Original Agreement will be replaced with:** revised Notice of Class
13 Action Settlement that is attached hereto as Exhibit A. In addition to changes made to
14 comport with the amendment above, additional revisions to the Notice of Class Action
15 Settlement include corrections of typographical errors as well as changes consistent with
16 the previous amendment to the Original Agreement.

17 **IT IS SO AGREED.**

18 Dated: 12/25, 2025



Jesus Garcia (Dec 25, 2025 13:18:49 PST)
Plaintiff Jesus Garcia

19 Dated: January 4, 2026



Shani O. Zakay
Zakay Law Group, APLC
Attorney for Plaintiff

20 Dated: _____, 2025

Jean-Claude Lapuyade
JCL Law Firm, APC
Attorney for Plaintiff

21 Dated: _____, 2025

Allan J. Gomes
Anderies & Gomes LLP
Attorney for Defendant

1 Plaintiff JESUS GARCIA (“Plaintiff”), and Defendant THE BEACH CHALET, L.P.,
2 (“Defendant,” and collectively with Plaintiff, the “Parties”), pursuant to § III.P, of the Class
3 Action and PAGA Settlement Agreement (“Original Agreement”) entered into on or around
4 December 10, 2024, hereby agree to amend the Original Agreement, as stated herein. The
5 amendments stated herein are incorporated by this reference:

6 **A. Paragraph III.I.12 of the Original Agreement is hereby amended to state as**
7 **follows:**

8 The Settlement Administrator shall be paid for the actual costs of administration of the
9 Settlement from the Gross Settlement Amount. The estimate of the Claims Administration
10 Expenses is \$9,300.00. The Settlement Administrator shall be paid the Claims
11 Administration Expenses no later than fourteen (14) calendar days after the Funding Date.

12 **B. Exhibit A to the Original Agreement will be replaced with:** revised Notice of Class
13 Action Settlement that is attached hereto as Exhibit A. In addition to changes made to
14 comport with the amendment above, additional revisions to the Notice of Class Action
15 Settlement include corrections of typographical errors as well as changes consistent with
16 the previous amendment to the Original Agreement.

17 **IT IS SO AGREED.**

18 Dated: _____, 2025

Plaintiff Jesus Garcia

19 Dated: _____, 2025

Shani O. Zakay
Zakay Law Group, APLC
Attorney for Plaintiff

20 Dated: January 4, 2026

21 

Jean-Claude Lapuyade
JCL Law Firm, APC
Attorney for Plaintiff

22 1/5/2026 | 12:53 PM PST
23 Dated: _____, 2025

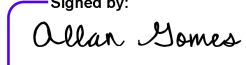
24 Signed by:
25 
26 _____
27 Allan J. Gomes
28 Anderies & Gomes LLP
Attorney for Defendant

EXHIBIT A

**NOTICE OF PENDENCY OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT
AND FINAL HEARING DATE**

(Jesus Garcia v. The Beach Chalet, L.P., San Francisco County Superior Court Case No. CGC-22-6000090)
(“Action”)

**YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR DO NOT ACT. PLEASE
READ THIS NOTICE CAREFULLY.**

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
Do Nothing and Receive a Payment	To receive a cash payment from the Settlement, you do not have to do anything. Your estimated Individual Settlement Payment is: \$<<[REDACTED]>>. See the explanation below. After final approval by the Court, the payment will be mailed to you at the same address as this notice. If your address has changed, please notify the Settlement Administrator as explained below. In exchange for the settlement payment, you will release claims against the Defendant as detailed below.
Exclude Yourself	If you wish to exclude yourself from the Settlement, you must send a written request for exclusion to the Settlement Administrator as provided below. If you request exclusion, you will receive no money from the Settlement. Instructions are set forth below.
Object	You may write to the Court about why you believe the settlement should not be approved. Directions are provided below.

1. Why did I get this Notice?

A proposed class action settlement (the “Settlement”) of this lawsuit pending in the Superior Court for the State of California, County of San Francisco (the “Court”) has been reached between Plaintiff Jesus Garcia (“Plaintiff” or “Class Representative”) and Defendant The Beach Chalet, L.P. (“Defendant”). The Court has granted preliminary approval of the Settlement. **You may be entitled to receive money from this Settlement.**

You have received this Class Notice because you have been identified as a member of the Class.

The “Class” is defined as:

All current and former non-exempt employees who worked for Defendant The Beach Chalet, L.P., in California at any time during beginning on June 9, 2018 through February 2, 2025.

The “Class Period” is the period from June 9, 2018, to February 2, 2025.

This Class Notice explains the lawsuit, the Settlement, and your legal rights. It is important that you read this Notice carefully as your rights may be affected by the Settlement.

2. What is this class action lawsuit about?

On June 9, 2022, Plaintiff filed a Complaint against Defendant in the Superior Court of the State of California, County of San Francisco, asserting causes of action for: (1) Unfair Competition (Bus. & Prof. Code §§ 17200 et seq.); (2) Failure to Pay Minimum Wages (Labor Code §§ 1194, 1197 and 1197.1); (3) Failure to Pay Overtime Wages (Labor Code §§ 510 et seq.); (4) Failure to Provide Required Meal Periods (Labor Code §§ 226.7, 512 and the applicable Wage Order); (5) Failure to Provide Required Rest Periods (Labor Code §§ 226.7, 516 and the applicable wage order); (6) Failure to Provide Accurate Itemized Wage Statements (Labor Code § 226); (7) Failure to Reimburse Employees for Required Expenses (Labor Code § 2802); and (8) Violation of the Private Attorneys General Act (Labor Code § 2698 et seq.) Plaintiff amended his complaint on August 4, 2022, and filed a Second Amended Complaint on November 3, 2023. The Second Amended Complaint is the Operative Complaint in this Action, and includes the same eight causes of action listed above.

Defendant expressly denies any liability or wrongdoing of any kind associated with the claims alleged in the Action, disputes any wages, damages and penalties claimed by the Class Representative are owed, and further contends that, for any purpose other than settlement, the Action is not appropriate for class or representative action treatment. Defendant contends, among other things, that at all times it complied with the California Labor Code and the Industrial Welfare Commission Wage Orders.

The Parties participated in a mediation with Hon. Brian C. Walsh on October 22, 2024, which ended without a settlement. With Judge Walsh's continued assistance, the Parties resumed negotiations and reached a settlement on February 4, 2025. The Court granted preliminary approval of the Settlement on <<INSERT PRELIMINARY APPROVAL DATE>>. At that time, the Court also preliminarily approved the Plaintiff to serve as the Class Representative, and the law firms of JCL Law Firm, APC and Zakay Law Group, APLC to serve as Class Counsel.

3. What are the terms of the Settlement?

Gross Settlement Amount. Defendant has agreed to pay an "all in" amount of Four-Hundred Thousand and Zero Cents (\$400,000.00) (the "Gross Settlement Amount") to fund the settlement. The Gross Settlement Amount includes the payment of all Individual Settlement Payments to Settlement Class Members, Class Counsel's Attorneys' Fees and Attorneys' Costs, Claims Administration Expenses, the PAGA Payment, and the Service Award to the Plaintiff.

By February 3, 2026, or within sixty (60) days after the Court grants final approval of the Settlement (whichever is later), Defendant will pay the Gross Settlement Amount by depositing the money with the Settlement Administrator.

Amounts to be Paid from the Gross Settlement Amount. The Settlement provides for certain payments to be made from the Gross Settlement Amount, which will be subject to final Court approval, and which will be deducted from the Gross Settlement Amount before settlement payments are made to Class Members, as follows:

- "Claims Administration Expenses". Payment to the Settlement Administrator, estimated not to exceed \$9,300.00 for expenses, including expenses of sending this Notice, processing opt-outs, and distributing settlement payments.
- "Attorneys' Fees" and "Attorneys' Expenses". Payment to Class Counsel of Attorneys' Fees of no more than 1/3 of the Gross Settlement Amount (currently \$133,333.33) and Attorneys' Expenses of not more than \$30,000.00 for all expenses incurred as documented in Class Counsel's billing records, both subject to Court approval. Class Counsel have been prosecuting the Action on behalf of Plaintiff and the Class on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses.

- “Service Award”. Service Award of up to Ten Thousand Dollars (\$10,000.00) to Plaintiff or such lesser amount as may be approved by the Court, to compensate him for services on behalf of the Class in initiating and prosecuting the Action, and for the risks he undertook.
- “PAGA Payment”. A payment of \$20,000.00 relating to Plaintiff’s claim under the Private Attorneys General Act (“PAGA”), \$15,000.00 of which will be paid to the State of California’s Labor and Workforce Development Agency (“LWDA”) and the remaining \$5,000.00 will be distributed to Aggrieved Employees.
- Calculation of Payments to Settlement Class Members. After all the above payments of the court-approved Attorneys’ Fees, Attorneys’ Expenses, the Service Award, the PAGA Payment, and the Claims Administration Expenses are deducted from the Gross Settlement Amount, the remaining portion, called the “Net Settlement Amount” shall be distributed to class members who do **not** request exclusion (“Settlement Class Members”). Settlement Class Members will be paid based on the number of workweeks worked during the Class Period. A “Workweek” is defined as any seven (7) consecutive days beginning on Sunday and ending on Saturday, in which a Class Member is employed for at least a portion of one day by Defendant during the Class Period in California.
- Calculation of Aggrieved Employees Payments to Aggrieved Employees. The PAGA Payment shall be distributed to Aggrieved Employees irrespective of whether they exclude themselves or opt-out of the Class Settlement. The PAGA Payment will be divided by the total number of PAGA pay periods worked by all Aggrieved Employees during the PAGA Period, and then taking that number and multiplying it by the number of PAGA pay periods worked by each respective Aggrieved Employee during the PAGA Period. “Aggrieved Employee” means all current and former non-exempt employees who worked for Defendant The Beach Chalet, L.P., in California at any time during the period beginning on April 4, 2021 through February 2, 2025.

If the Settlement is approved by the Court, you will automatically be mailed a check for your individual payment to the same address as this Class Notice. You do not have to do anything to receive a payment. If your address has changed, you must contact the Settlement Administrator to inform them of your correct address to ensure you receive your payment.

Tax Matters. Twenty percent (20%) of each individual Class Settlement payment is allocated to wages. Taxes are withheld from this amount, and each Settlement Class Member will be issued an Internal Revenue Service Form W-2 for such payment. Forty percent (40%) of each individual Class Settlement payment is allocated to interest and forty percent (40%) to penalties. No taxes will be withheld from the PAGA Payment paid to Aggrieved Employees. Each Settlement Class Member will be issued an Internal Revenue Service Form 1099 for penalty portion and interest portion of the individual Class Settlement payments. In addition, no taxes will be withheld from the PAGA Payment paid to Aggrieved Employees, and each Aggrieved Employee will be issued an Internal Revenue Service Form 1099 for such payment. Neither Class Counsel nor Defendant’s counsel intend anything contained in this Settlement to constitute advice regarding taxes or taxability. You may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

No Credit Toward Benefit Plans. The individual Class Settlement payments and Aggrieved Employee PAGA Payments made to Settlement Class Members and/or Aggrieved Employees under this Settlement Agreement, as well as any other payments made pursuant to this Settlement Agreement, will not be utilized to calculate any additional benefits under any benefit plans to which any Settlement Class Members may be eligible, including,

but not limited to profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties' intention that this Settlement Agreement will not affect any rights, contributions, or amounts to which any Settlement Class Members may be entitled under any benefit plans.

Conditions of Settlement. This Settlement is conditioned upon the Court entering an order granting final approval of the Settlement and entering judgment.

4. What Do I Release Under the Settlement?

Released Claims. Upon entry of final judgment and funding of the Gross Settlement Amount, the Defendant shall be entitled to a release from the Class Members of all class claims alleged, or reasonably could have been alleged based on the facts alleged, in the operative complaint in the Action which occurred during the Class Period, and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and class claims outside of the Class Period.

The Released PAGA Claims shall be released as follows. Upon entry of final judgment and funding of the Gross Settlement Amount, the Defendant shall be entitled to a release from the Plaintiff and the State of California for all PAGA claims alleged in the operative complaint in the Action and Plaintiff's PAGA notice to the LWDA which occurred during the PAGA Period, and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and PAGA claims outside of the PAGA Period.

This means that, if you do not timely and formally exclude yourself from the Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant about the legal issues resolved by this Settlement. It also means that all of the Court's orders in this Action will apply to you and legally bind you.

5. How much will my payment be?

Defendant's records reflect that you have <<____>> Workweeks worked during the Class Period (June 9, 2018, to February 2, 2025).

Based on this information, your estimated Class Settlement Share is <<____>>.

Defendant's records reflect that you have <<____>> PAGA pay periods worked during the PAGA Period (April 4, 2021, to February 2, 2025).

Based on this information, your estimated PAGA Payment as an Aggrieved Employee is <<____>>.

If you wish to challenge the information set forth above, then you must submit a written, signed dispute challenging the information along with supporting documents, to the Settlement Administrator at the address provided in this Notice no later than _____ [forty-five (45) days after the Notice or fifteen (15) days after the re-mailed Notice].

6. How can I get a payment?

To get money from the settlement, you do not have to do anything. A check for your settlement payment will be mailed automatically to the same address as this Notice. If your address is incorrect or has changed, you must notify the Settlement Administrator. The Settlement Administrator is: Atticus Class Action Administration.

The Court will hold a hearing on [REDACTED] to decide whether to finally approve the Settlement. If the Court approves the Settlement and there are no objections or appeals, payments will be mailed within a few months after this hearing. If there are objections or appeals, resolving them can take time, perhaps more than a year. Please be patient. After entry of the Judgment, the Settlement Administrator will provide notice of the final judgment to the Class Members by posting a copy of the Judgment on the administrator's website at www.atticusadmin.com.

7. What if I don't want to be a part of the Class Settlement?

If you do not wish to participate in the Class Settlement, you may exclude yourself from the Class Settlement or "opt out." **If you opt out, you will receive NO money from the Class Settlement, and you will not be bound by its terms, except as provided as follows.** Irrespective of whether you exclude yourself from the Class Settlement or "opt out," if you are an Aggrieved Employee, you will be bound by the PAGA Release, you will be deemed to have released the Released PAGA Claims, and you will receive a share of the Aggrieved Employee portion of the PAGA Payment.

To opt out, you must submit to the Settlement Administrator, by First Class Mail, a written, signed and dated request for exclusion postmarked no later than _____. The address for the Settlement Administrator is Atticus Class Action Administration, 1295 Northland Drive, Suite 160, St. Paul, MN 55120; Tel: 1-888-326-6411. The request for exclusion must state in substance that the Class Member has read the Class Notice and that he or she wishes to be excluded from the settlement of the class action lawsuit entitled *Jesus Garcia v. The Beach Chalet, L.P.*, San Francisco County Superior Court Case Number CGC-22-600090. The request for exclusion must contain your name, address, signature and the last four digits of your Social Security Number for verification purposes. The request for exclusion must be signed by you. No other person may opt out for a member of the Class.

Written requests for exclusion that are postmarked after _____, or are incomplete or unsigned will be rejected, and those Class Members will remain bound by the Settlement and the release described above.

8. How do I tell the Court that I would like to challenge the Settlement?

Any Class Member who has not opted out and believes that the Settlement should not be finally approved by the Court for any reason, may object to the proposed Settlement. Objections must be in writing and state the Class Member's name, current address, telephone number, and describe why you believe the Settlement is unfair and whether you intend to appear at the final approval hearing. All written objections or other correspondence must also state the name and number of the case, which is *Jesus Garcia v. The Beach Chalet, L.P., San Francisco County Superior Court Case Number CGC-22-600090*. You may also object without submitting a written objection by appearing at the final approval hearing scheduled as described in Section 9 below.

To object to the Settlement, you cannot opt out. If the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way as Class Members who do not object. Any Class Member who does not object in the manner provided in this Class Notice shall have waived any objection to the Settlement, whether by appeal or otherwise.

Written objections must be delivered or mailed to the Settlement Administrator no later than [REDACTED]. The address for the Settlement Administrator is Atticus Class Action Administration, 1295 Northland Drive, Suite 160, St. Paul, MN 55120 c/o Atticus Class Action Administration.; Tel: 1-888-326-6411.

The addresses for the Parties' counsel are as follows:

Class Counsel:

Jean-Claude Lapuyade, Esq.
JCL Law Firm, APC
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Tel.: (619) 599-8292
E-Mail: jlapuyade@jcl-lawfirm.com

Counsel for Defendant:

Allan J. Gomes
Anderies & Gomes LLP
505 Montgomery St, Floor 11
San Francisco, CA 94111
Tel. : (415) 217-8802
E-Mail: agomes@andgolaw.com

Class Counsel:

Shani O. Zakay, Esq.
Zakay Law Group, APLC
5440 Morehouse Drive, Suite 3700
San Diego, CA 92121
Tel: (619) 255-9047
Email: shani@zakaylaw.com

9. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing at **00:00 AM/PM on** [REDACTED], at the San Francisco County Superior Court, Department __, located at _____ before Judge _____. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval to the Settlement. If there are objections, the Court will consider them. The Court will listen to people who have made a timely written request to speak at the hearing or who appear at the hearing to object. This hearing may be rescheduled by the Court without further notice to you. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend the hearing.

10. How do I get more information about the Settlement?

You may call the Settlement Administrator at 1-844-728-8428 or write to *Jesus Garcia v. The Beach Chalet, L.P.*, San Francisco County Superior Court Case Number CGC-22-600090, Settlement Administrator, 1295 Northland Drive, Suite 160, St. Paul, MN 55120 c/o Atticus Class Action Administration.

This notice summarizes the proposed settlement. More details are in the Settlement Agreement. You may receive a copy of the Settlement Agreement, the Final Judgment or other Settlement documents by writing to JCL Law firm, APC, 5440 Morehouse Drive, Suite 3600, San Diego, CA 92121 or by visiting the administrator's website at www.atticusadmin.com.

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

IMPORTANT:

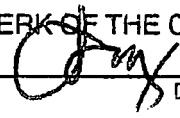
- You must inform the Settlement Administrator of any change of address to ensure receipt of your settlement payment.
- Settlement checks will be null and void 180 days after issuance if not deposited or cashed. In the event a check has not been cashed within one hundred and eighty (180) days, if more than 10% of all checks mailed to the Class Members are not cashed within 180 days, payment shall be redistributed to the Class Members who did cash their checks. If less than 10% of checks are uncashed, the funds represented by such uncashed checks will be deposited with the California Controller's Unclaimed Property Fund in the name of the Settlement Class Member and/or Aggrieved Employee. If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.

EXHIBIT 2

FILED
Superior Court of California
County of San Francisco

FEB 17 2026

CLERK OF THE COURT

BY:  Deputy Clerk

ZAKAY LAW GROUP, APLC

Shani O. Zakay (State Bar #277924)

shani@zakaylaw.com

Eden Zakay (State Bar #339536)

eden@zakaylaw.com

Nicole Noursamadi (State Bar #357246)

nicole@zakaylaw.com

Jennifer Gerstenzang (State Bar #279810)

jenny@zakaylaw.com

Jaclyn Joyce (State Bar #285124)

jaclyn@zakaylaw.com

5440 Morehouse Drive, Suite 3600

San Diego, CA 92121

Telephone: (619) 255-9047

JCL LAW FIRM, APC

Jean-Claude Lapuyade (State Bar #248676)

jlapuyade@jcl-lawfirm.com

5440 Morehouse Drive, Suite 3600

San Diego, CA 92121

Telephone: (619) 599-8292

Attorneys for PLAINTIFF

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN FRANCISCO

JESUS GARCIA, an individual, on behalf of
himself and on behalf of all persons similarly
situated,

Plaintiff,

v.

THE BEACH CHALET, L.P., a California
Limited Partnership; and DOES 1-50,
Inclusive,

Defendants.

Case No. CGC-22-600090

~~PROPOSED~~  ORDER GRANTING
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT

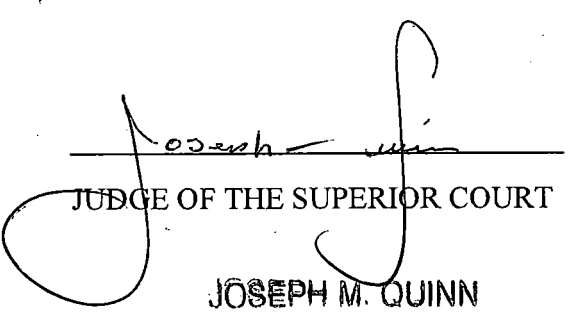
Date: February 17, 2025

Time: 9:00am

Dept.: 302

1 1. Set for Law and Motion/Discovery Calendar on Tuesday, February 17, 2026, Line 3.
2 Plaintiff Jesus Garcia's Motion For Preliminary Approval Of Class Action And PAGA Settlement is
3 GRANTED IN PART AND DENIED IN PART. The court: (1) preliminarily approves the proposed
4 settlement of this class action with Defendant The Beach Chalet, L.P. ("Defendant"); (2) preliminarily
5 approves the settlement as fair, adequate and reasonable; (3) preliminarily approves the gross settlement
6 amount of \$400,000.00; (4) for settlement purposes only, conditionally certifies the Class as "All
7 current and former nonexempt employees who worked for Defendant in California ("Class") during the
8 period from June 9, 2018, to February 2, 2025 ("Class Period"); (5) provisionally appoints Plaintiff as
9 the representatives of the Class; (6) provisionally approves proposed service award of \$10,000 (7)
10 provisionally appoints Jean-Claude Lapuyade, JCL Law Firm, APC, Shani Zakay and Zakay Law
11 Group, APLC, as Class Counsel; (8) provisionally approves an award of attorney's fees from the gross
12 settlement amount to Class Counsel of \$133,333.33 and expenses up to \$30,000; (9) approves the form
13 and method of notice, including notice being provided in English and Spanish; (10) directs that notice
14 of the proposed settlement be given to the class; (11) appoints Atticus Class Action Administration as
15 Settlement Administrator; (12) approves the proposed opt-out (so-called exclusion) procedure; and (13)
16 sets a final approval hearing date for October 27, 2026, at 9:00 am in this department, for which Plaintiff
17 shall file and serve a timely (under the Code of Civil Procedure) noticed motion for final approval of
18 settlement, with courtesy copy delivered to the department within 24 hours of filing; any opposition to
19 such motion may be in writing filed with the court at least nine court days before the hearing or provided
20 orally at the hearing. To the extent Plaintiff seeks different or additional relief, his motion is denied.

21
22
23 Dated: Feb. 17, 2026


JUDGE OF THE SUPERIOR COURT

JOSEPH M. QUINN

EXHIBIT 3

ZAKAY LAW GROUP, APLC

3110 Camino Del Rio South, Suite 308, San Diego, CA 92108 | 619-255-9047

FIRM PRACTICE AREAS:

Employment Litigation, Employment Class Action, Wage and Hour Class Actions, PAGA Litigation.

ATTORNEY SHANI O. ZAKAY BIOGRAPHY:

1. PRACTICE AREAS

Employment Litigation, Employment Class Action, Wage and Hour Class Actions, Civil Litigation, Business Litigation, Corporate/Business General Counsel Advice.

2. BAR ADMISSIONS, MEMBERSHIPS & BOARDS

State of California (all courts)

United States District Court for the District of California (all courts)

3. PROFESSIONAL EXPERIENCE

ZAKAY LAW GROUP, APLC, San Diego, CA

Founder, April 2018

SILLDORF LAW, LLP, San Diego, CA (now known as Berding & Weil)

Partner, January 2012 – March 2018

4. EDUCATION

CALIFORNIA WESTERN SCHOOL OF LAW, San Diego, CA

Juris Doctor, *magna cum laude*, April 2011

Honors: Dean's List: Spring 2009, Fall 2009, Spring 2010, Fall 2010, Spring 2011.

Academic Achievement Awards: Advanced Legal Research, Constitutional Law II, Criminal Procedure, Insurance Law & Litigation, Law Office Technologies, Property II, Products Liability, Trusts & Estates.

Activities: Associate Editor, *California Western Law Review*

Legal Skills Honor Instructor for Professor Leslie Culver

Vice President, Jewish Student Union

SAN DIEGO STATE UNIVERSITY, San Diego, CA

Bachelor of Science, Business Administration, Management, *cum laude*, May 2008

Honors: Dean's List: Spring 2007 and Fall 2007

5. COMMUNITY SERVICE

CALIFORNIA WESTERN SCHOOL OF LAW, San Diego, CA

Spring 2016, 2018

Moot Court Judge

COMMUNITY LAW PROJECT, San Diego, CA

October 2018 – Present

Volunteer Attorney on Employment Matters

ATTORNEY JACKLAND K. HOM BIOGRAPHY:

1. PRACTICE AREAS

Employment Litigation, Employment Class Action, Wage and Hour Class Actions, PAGA Litigation.

2. BAR ADMISSIONS, MEMBERSHIPS & BOARDS

State of California (all courts)

United States District Courts of California (all courts)

3. PROFESSIONAL EXPERIENCE

ZAKAY LAW GROUP, APLC, San Diego, CA

Associate, January 2021 - present

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP, San Diego, CA

Associate, November 2019 – September 2020

4. EDUCATION

CALIFORNIA WESTERN SCHOOL OF LAW, San Diego, CA

Juris Doctor, April 2019

Honors: Dean's List: Fall 2017, Spring 2018.

Activities: Academic Achievement Awards: Advanced Prosecution Function.
Senior Editor, *California Western Law Review*
President, Asian Pacific American Law Students Association

UNIVERSITY OF CALIFORNIA, RIVERSIDE, Riverside, CA

Bachelor of Arts: Political Science, English Literature, June 2015

Honors: Dean's List

ATTORNEY JACLYN JOYCE BIOGRAPHY:

1. PRACTICE AREAS

Employment Litigation, Employment Class Action, Wage and Hour Class Actions, PAGA Litigation.

2. BAR ADMISSIONS, MEMBERSHIPS & BOARDS

State of California (all courts)

3. PROFESSIONAL EXPERIENCE

ZAKAY LAW GROUP, APLC, San Diego, CA

Associate, March 2023 – present

LIGHTGABLER, Camarillo, CA

Attorney, April 2019 – February 2023

WESTON & McELVAIN (now called Weston & Agness LLP), Los Angeles, CA

Attorney, June 2016 – April 2019

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4. EDUCATION

UCLA SCHOOL OF LAW, Los Angeles, CA
Juris Doctor, *May 2012*

NORTHWESTERN UNIVERSITY, Chicago, IL
Bachelor of Arts: Political Science; Bachelor of Arts: Psychology, 2005

ATTORNEY JENNIFER GERSTENZANG BIOGRAPHY:

1. PRACTICE AREAS

Employment Litigation, Employment Class Action, Wage and Hour Class Actions, PAGA Litigation.

2. BAR ADMISSIONS, MEMBERSHIPS & BOARDS

State of California (all courts)
United States District Courts of California (all courts)

3. PROFESSIONAL EXPERIENCE

Zakay Law Group, APLC, San Diego, CA
Associate, November 2024 – present

San Diego County Office of the Public Defender, San Diego, CA
Deputy Public Defender, August 2019 - October 2024

Gerstenzang Law, San Diego, CA
Owner and Lead Attorney, January 2015 - August 2019

San Diego County Office of the Public Defender, San Diego, CA
Deputy Public Defender, December 2011 – January 2015

4. EDUCATION

California Western School of Law, San Diego, CA
Juris Doctor, *cum laude*, April 2011
Area of Concentration in Criminal Prosecution and Defense Practice, with Honors

Emory University, Atlanta, GA
Bachelor of Arts: Psychology, May 2006

ATTORNEY EDEN ZAKAY BIOGRAPHY:

1. PRACTICE AREAS.

Employment Litigation, Employment Class Action, Wage and Hour Class Actions, PAGA Litigation.

2. BAR ADMISSIONS, MEMBERSHIPS & BOARDS

State of California (all courts)
State of North Carolina (all courts)

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3. PROFESSIONAL EXPERIENCE

Zakay Law Group, APLC, San Diego, CA

Associate, January 2025 - Present

Wood, Smith, Henning & Berman LLP, Raleigh, NC

Associate, July 2022 – January 2025

San Diego Law Review, San Diego, CA

Associate, July 2019 – May 2021

4. EDUCATION

University of San Diego School of Law, San Diego, CA

Juris Doctor, April 2021

University of California San Diego, La Jolla, CA

Bachelor of Arts: Political Science, June 2017

ATTORNEY NICOLE NOURSAMADI BIOGRAPHY:

1. PRACTICE AREAS.

Employment Litigation, Employment Class Action, Wage and Hour Class Actions, PAGA Litigation.

2. BAR ADMISSIONS, MEMBERSHIPS & BOARDS

State of California (all courts)

State of North Carolina (all courts)

3. PROFESSIONAL EXPERIENCE

Zakay Law Group, APLC, San Diego, CA

Associate, November 2024 - Present

4. EDUCATION

California Western School of Law, San Diego, CA

Juris Doctor, April 2024

San Diego State University, San Diego, CA

Bachelor of Arts: Political Science, June 2020

5. COMMUNITY SERVICE

COMMUNITY LAW PROJECT, San Diego, CA

Summer of 2024

Volunteer

LEAD COUNSEL – CLASS ACTION AND/OR REPRESENTATIVE CASES:

1. Arakilians v. Trophy Universal City Group

Court	Los Angeles
Case No.	20STCV05724
Nature	Meal/Rest Breaks, Unpaid Overtime, and PAGA
Status	In Litigation

2. Cortez Ocegüera v. M & M Automotive

Court	Alameda
Case No.	HG21086853
Nature	PAGA
Status	In Litigation

3. Carbajal v. Keys Motors, Inc.

Court	Los Angeles
Case No.	20STCV49714
Nature	PAGA
Status	Settled

4. Gregory v. Verio Healthcare, Inc

Court	Los Angeles
Case No.	20STCV37254
Nature	Meal/Rest Breaks, Unpaid Overtime, and PAGA
Status	Settled

5. Putman v. Winco Holdings, Inc.

Court	Sacramento
Case No.	2:21-cv-01760-MCE-JDP
Nature	Meal/Rest Breaks, Unpaid Overtime, and PAGA
Status	In Litigation

6. Williamson v. Stan Hotel

Court	Stanislaus
Case No.	CV-21-006861
Nature	Meal/Rest Break claims
Status	In Litigation

7. Hernandez v. USGI, Inc.

Court	Orange
Case No.	30-2022-01250099
Nature	Overtime and Regular Rate claims, and Meal/Rest Breaks
Status	In Litigation

8. De Jesus v. UniCare

Court	San Diego
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Case No.	37-2022-00003063-CU-OE-CTL
Nature	Meal/Rest Breaks, Unpaid Overtime, and PAGA
Status	Settled

9. Chambers v. Bass Medical Group

Court	Contra Costa
Case No.	C22-01058
Nature	Overtime and Minimum Wage claims, Meal/Rest Breaks and PAGA
Status	Settled

10. Lindsay v. Denso Products (Staffmark)

Court	Riverside
Case No.	CVRI2203360
Nature	Overtime, Minimum Wage claims, and Meal/Rest Breaks
Status	Settled

11. Maheia v. Clean Earth Environmental Solutions

Court	Los Angeles
Case No.	22STCV24279
Nature	Overtime, Meal/Rest Periods, Failure to Pay PTO and PAGA
Status	Settled

12. Gray v. Sky Hotels

Court	Stanislaus
Case No.	CV-22-004004
Nature	Overtime, Minimum Wage claims, Meal/Rest Breaks, and PAGA
Status	Settled

13. Mariscal v. Janco Industries

Court	San Joaquin
Case No.	STK-CV-UOE-2022-8450
Nature	Meal and Rest Breaks and Reporting Time Violations
Status	Settled

14. Trudelle v. Children of the Rainbow

Court	San Diego
Case No.	37-2022-00034860
Nature	Overtime, Wage, Meal/Rest Break claims, and PAGA
Status	Settled

15. Rodriguez v. Shaxon Industries

Court	Los Angeles
Case No.	30-2022-01289124-CU-OE-CXC
Nature	Overtime, Wage, Meal/Rest Break claims, and PAGA

Status	Settled
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16. Bautista v. Xtreme Auto Collision & Glass

Court	San Diego
Case No.	37-2022-00044708-CU-OE-CTL
Nature	Overtime Wages, Meal/Rest Break violations
Status	Settled

17. Miller v. Barry's Security

Court	Riverside
Case No.	CVRI2202929
Nature	Overtime Wages, Meal/Rest Break violations
Status	In Litigation

18. Kanafani v. Mitra VI, LLC (Superstar Car Wash)

Court	San Diego
Case No.	37-2022-00044660
Nature	Overtime, Wage, Meal/Rest Break claims, and PAGA
Status	Settled

19. Maria Vazquez v. Mt. Collision

Court	Los Angeles
Case No.	22STCV34689
Nature	Minimum Wage violations, Meal/Rest Break, PAGA
Status	In Litigation

20. Rodriguez v. Performance Food Group

Court	Alameda
Case No.	22CV021320
Nature	Overtime Wages, Meal/Rest Break violations
Status	Settled

21. Shabazz v. Mann & Company

Court	Butte
Case No.	22CV02669
Nature	Overtime Wages, Meal/Rest Break violations
Status	Settled

22. Adame v. Hustead's Collision Center

Court	Alameda
Case No.	22CV018744
Nature	Minimum Wage violations, Meal/Rest Break, PAGA
Status	Settled

23. Monroy v. Donsuemor

Court	Alameda
Case No.	22CV011917
Nature	Minimum Wage violations, Meal/Rest Break, PAGA, Wrongful Termination
Status	Settled

24. Murbach v. Love Automotive

Court	Kern
Case No.	BCV-22-103469
Nature	Overtime Wages, Meal/Rest Break violations
Status	In Litigation

25. Bove v. S&B Restaurant Group

Court	Los Angeles
Case No.	23STCV02528
Nature	Overtime Wages, Meal/Rest Break violations
Status	Settled

26. Perseus Porras v. Tantalum Restaurant

Court	Los Angeles
Case No.	19STCV31015
Nature	Unpaid Wages + Missed Meal/Rest Breaks
Status	Settled

27. Nicholas Leon v. Miller Event Management

Court	San Luis Obispo
Case No.	19CV-0435
Nature	Meal/Rest Breaks, Reporting Time, 2802
Status	Settled

28. Aaris Watts v. TRL Systems

Court	Orange County
Case No.	30-2019-01102457-CU-OE-CXC
Nature	Meal/Rest Breaks, Reporting Time
Status	Settled

29. Johnathan Roa v. Otay Mesa Sales

Court	San Diego
Case No.	37-2019-00057735-CU-OE-CTL
Nature	Meal/Rest Breaks, 226
Status	Settled

30. Jonathan Mitchell v. Mack Trucking

Court	San Bernardino
Case No.	CIVDS1928334
Nature	Independent Contractor Misclassification
Status	Settled

31. Richard Jer Vang v. Bridge Property Management

Court	Alameda
Judge	Winfred Smith
Nature	Off the clock work, regular rate miscalc.
Status	Settled

32. Madison Marrero v. Stat Med

Court	Alameda
Case No.	HG19043214
Nature	Unpaid Overtime + Meal/Rest Breaks
Status	Settled

33. Brian Reyes v. Stowasser Buick-GMC

Court	Santa Barbara
Case No.	19CV06183
Nature	Vaquero
Status	Settled

34. Erik Foss v. Anderson Hospitality, Inc.

Court	Shasta
Case No.	195317
OPC	Wood Smith – Andrew Kleiner
Nature	Meal and Rest Breaks, Regular Rate
Status	Settled

35. Griselda Duran v. EmployBridge

Court	Kern
Case No.	BCV-20-101583
Nature	Regular Rate, 226
Status	In Litigation

36. Luis Rendon v. Healthcare Investments, Inc.

Court	Los Angeles
Case No.	20STCV39775

Nature	Meal and Rest Breaks
Status	Settled

37. Richard Melead v. TVI, Inc.

Court	Orange
Case No.	30-2020-01140887-CU-OE-CXC
Nature	Regular Rate, 226 (Magadia)
Status	Settled

38. Thomas Haven v. California Vocations, Inc.

Court	Butte
Case No.	20CV01514
Nature	Regular Rate + Meal and Rest Breaks
Status	Settled

39. Estefania Renteria v. Love's Country

Court	Kern
Case No.	BCV-20-101260
Nature	226
Status	Settled

40. Rachel Latin v. OneMain General Services Corp.

Court	Stanislaus
Case No.	CV-20-002498
Nature	Dart + Magadia
Status	Settled

41. Kalaina Dula v. 2 Kings Gaming, Inc.

Court	Merced
Case No.	#20CV-02289
Nature	Meal and Rest Breaks
Status	Settled

42. Jie Xu v. HT Multinational

Court	San Bernardino
Case No.	CIV-DS2015679
Nature	Exempt Misclassification
Status	Settled

43. Yvette Molina v. Hawaiian Airlines

Court	Los Angeles
Case No.	20STCV28079
Nature	Meal and Rest + Magadia
Status	Settled

44. Reinald Pillsbury v. T & T Restaurants CA

Court	Del Norte
Case No.	CVUJ-2020-1214
Nature	Meal/Rest Breaks + Regular Rate
Status	Settled

45. Luis de Jesus v. Guardian Angel Home Care

Court	San Diego
Case No.	37-2020-00021049-CU-OE-CTL
Nature	Piece-Rate
Status	Settled

46. Charles Sandlin v. Secure Nursing Services, Inc.

Court	Los Angeles
Case No.	20STCV25675
Nature	Regular Rate
Status	Settled

47. Gabriel Mendez v. Bondz, Inc.

Court	San Joaquin
Case No.	STK-CV-UOE-2020-0007486
Nature	Piece-Rate
Status	Settled

48. James Conley v. Siskiyou Forest Products

Court	Shasta
Case No.	195819
Nature	Regular Rate and Meal/Rest Breaks + 226
Status	Settled

49. Alex Castellanos v. Southwest Patrol

Court	San Diego
Case No.	37-2020-00024905-CU-OE-CTL
Nature	Augutus
Status	Settled

50. Rodney Stovall v. Javelin Logistics Company

Court	Alameda
Case No.	RG20075705
Nature	Meal / Rest Breaks
Status	Settled

51. Gabrielle Boyd v. Bluestone Lane Holdings, LLC

Court	San Francisco
Case No.	CGC-20-585787
Nature	Tip Pooling ; Magadia
Status	Settled

52. Elias Kaser v. Aviation Consultants, Inc.

Court	Orange County
Case No.	
Nature	Meal / Rest Breaks, Regular Rate
Status	Settled

53. Christopher Chacon v. Panda Motors, Inc.

Court	San Bernardino
Case No.	CIV DS2022220
Nature	Regular Rate
Status	Settled

54. Willie Lang v. Pathways

Court	San Diego
Case No.	37-2019-00049969
Nature	Off the Clock
Status	Settled

55. Norma Reyes v. Simpson Garden Grove, Inc.

Court	Orange
Case No.	30-2020-0117564-CU-OE-CJC
Nature	Meal / Rest Breaks
Status	Settled

56. Daniel Jacobs v. Rush Media Company

Court	Los Angeles
Case No.	20STCV32350
Nature	Independent Contractor Misclassification
Status	Settled

57. Luis Ledesma v. TVJ Sons I, Inc.

Court	Santa Barbara
Case No.	20CV03573
Nature	Vaquero
Status	Settled

58. Sukhraj Kaur v. ACES 2020, LLC

Court	Contra Costa
Case No.	C20-02482
Nature	Meal/Rest Breaks, 2802
Status	Settled

59. James Rachal v. ELG Metals, Inc.

Court	Los Angeles
Case No.	20STCV45861

Nature	Meal/Rest Breaks, Regular Rate
Status	Settled

60. Michael Ashlock v. Advantis Medical Staffing

Court	San Diego
Case No.	37-2020-00022305-CU-OE-CTL
Nature	Regular Rate
Status	Settled

61. Jessica Barackman v. Teaz N Pleaz, Inc.

Court	El Dorado
Case No.	SC20200179
Nature	Meal/Rest Breaks, Seating
Status	Settled

62. Nicolas Neutall v. Urban Alchemy

Court	San Francisco
Case No.	CGC-20-588622
Nature	Meal/Rest Breaks, Unpaid Overtime
Status	Settled

63. Courteney Arneson v. Bahn Thai, Inc.

Court	Sacramento
Case No.	34-2021-00295429
Nature	Meal/Rest Breaks, Unpaid Overtime
Status	Settled

64. Traci Pollinger v. Hoehn Motors, Inc.

Court	San Diego
Case No.	37-2021-00003888-CU-OE-CTL
Nature	Violation of PAGA
Status	Settled

65. Mohammad Alavicheh v. Suburban Buick GMC Cadillac, LLC

Court	Orange
Case No.	30-2021-01181315-CU-OE-CXC
Nature	Violation of PAGA
Status	Settled

66. Shasta Collins v. Hilton Management, LLC

Court	San Francisco
Case No.	CGC-21-590959
Nature	Violation of PAGA
Status	In Litigation

67. Amanda Hernandez v. Parenting Network, Inc.

Court	Tulare
Case No.	VCU287027
Nature	Meal/Rest Breaks, PAGA
Status	Settled

68. Richard Sanchez v. Salinas Lincoln Mercury, Inc.

Court	Monterey
Case No.	21CV001535
Nature	Violation of PAGA
Status	Settled

69. Doretha Jackson v. White Fir Holdings, LLC dba Midtown Oaks Post-Acute

Court	Sacramento
Case No.	34-2021-00301656
Nature	Meal/Rest Breaks, PAGA
Status	Settled

70. Pedro Rodriguez v. R.M. Parks Place, Inc.

Court	San Joaquin
Case No.	STK-CV-UOE-2021-0006050
Nature	Meal/Rest Breaks, PAGA
Status	Settled

71. David Ezell v. Diab Leasing, Inc.

Court	Sacramento
Case No.	34-2021-00305329
Nature	Meal/Rest Breaks, Unpaid Overtime
Status	Settled

72. Bria Ware v. Shake Shack Enterprise, LLC.

Court	Alameda
Case No.	21CV002063
Nature	Meal/Rest Breaks, Unpaid Overtime
Status	Settled

73. Latisha Anderson v. Barton Meyers Associates, Inc.

Court	Los Angeles
Case No.	21STCV43314
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

74. Eduardo Ybarra v. Helzberg's Diamond Shops, LLC

Court	Alameda
Case No.	21CV003531

Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

75. Jermell Jones v. Greenlawn Funeral Homes

Court	Kern
Case No.	BCV-21-102356
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

76. Isaiah Davis v. RPM Juice, Inc.

Court	San Francisco
Case No.	21STCV14755
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

77. Jose Garcia v. Ferma Greenbox

Court	Alameda
Case No.	RG21101104
Nature	Unpaid Wages, PAGA
Status	Settled

78. Brittney Jones v. ASD6

Court	San Diego
Case No.	37-2021-00016864-CU-OE-CTL
Nature	PAGA
Status	Settled

79. Melina Wilson v. Spreen Honda

Court	San Bernardino
Case No.	CIVSB2119857
Nature	PAGA
Status	Settled

80. Anthony Lopez v. Ferro Automotive

Court	Solano
Case No.	FCS056580
Nature	PAGA
Status	In Litigation

81. Michael Nash v. K. Hovnanian

Court	Riverside
Case No.	RIC2003319
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	In Litigation

82. Emily Tolosa v. Kensington Redwood City, LLC

Court	San Mateo
Case No.	21-CIV-03030
Nature	Meal/Rest Breaks, Unlawful Rounding, Unpaid Overtime, PAGA
Status	Settled

83. Gabriel Guzman v. Vulcan Materials Company

Court	San Diego
Case No.	37-2021-00024583-CU-OE-CTL
Nature	Unpaid Wages, PAGA
Status	Settled

84. Cristal Rodriguez v. EAH , Inc.

Court	Santa Cruz
Case No.	21CV00884
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

85. Natalie Chrestensen v. Northeastern Rural Health Clinics

Court	Lassen
Case No.	63703
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

86. Omar Vejar v. Fineline Woodworking, Inc.

Court	Orange
Case No.	30-2021-01208607-CU-OE-CXC
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

87. Claudia Nunez v. The Whole Child

Court	Los Angeles
Case No.	21STCV25160
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

88. Jaqueline Nayyar v. Pizza Investment Entrepreneurs, LLC

Court	Solano
Case No.	FCS056804
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	In Litigation

89. Michael Harrington v. Genesis Private Security

Court	Alameda
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Case No.	RG21105476
Nature	Wage Statement
Status	Settled

90. Robert Baray v. Curation Foods

Court	Santa Barbara
Case No.	21CV2834
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

91. James Aguilar v. T & K

Court	Santa Clara
Case No.	21CV384674
Nature	Meal/Rest Breaks, Unpaid Overtime, Untimely Payment of Wages, PAGA
Status	Settled

92. Alahjah Brown v. NRI USA, Inc.

Court	San Bernardino
Case No.	CIVSB0228407
Nature	PAGA
Status	Settled

93. Dino Desanctis v. Douglas Products and Packaging Company, LLC

Court	Contra Costa
Case No.	C21-01874
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

94. Joe Moreno v. Rambo, LLC.

Court	San Diego
Case No.	37-2021-00038129-CU-OE-CTL
Nature	PAGA
Status	In Litigation

95. Norman Respass v. The Scion Group

Court	Eastern District
Case No.	2:20-cv-02307-MCE-JDP
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

96. Devin Terrell v. KaiserAir

Court	Alameda
Case No.	RG21113701
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

97. Annklein Pacia v. Kilroy Realty, L.P.

Court	Los Angeles
Case No.	21STCV20624
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA, FCRA
Status	Settled

98. Dante Henderson v. Bizon Group, Inc.

Court	Alameda
Case No.	HG21115170
Nature	Wage Statement Violations, Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

99. Noemy Flores v. Aven Group, Inc.

Court	Los Angeles
Case No.	21STCV36642
Nature	Wage Order 5
Status	Settled

100. Alissa Whitney v. Five J's Family Enterprises

Court	San Bernardino
Case No.	CIVSB 2129063
Nature	Meal/Rest Breaks, Unpaid Overtime, Unlawful Rounding, PAGA
Status	Settled

101. Ricardo Rodriguez v. Employbridge

Court	Ventura
Case No.	56-2021-00559039-CU-OE-VTA
Nature	PAGA
Status	Settled

102. Amanda Patterson v. RCSH Operations, Inc.

Court	Contra Costa
Case No.	MSC21-02077
Nature	Wage Statement Violations, Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

103. Tyra Toler v. Total Testing Solutions LLC

Court	Los Angeles
Case No.	21STCV38452
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

104. Juanita Allen v. Nissan of Stockton

Court	San Joaquin
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Case No.	STK-CV-UOE-2021-8956
Nature	PAGA
Status	In Litigation

105. Paola Villalvazo v. SK Market Inc.

Court	Los Angeles
Case No.	21STCV39911
Nature	PAGA
Status	Settled

106. Luke Delacruz v. Walmart (Bonobos)

Court	San Diego
Case No.	37-2021-00046421-CU-OE-CTL
Nature	Meal/Rest Breaks, Unpaid Overtime, PAGA
Status	Settled

107. Powell v. Core Community Organized Relief Effort

Court	San Francisco
Case No.	CGC-21-596527
Nature	Meal/Rest Breaks
Status	Settled

108. Toshi Magee v. Children's Dentistry and Orthodontics

Court	Merced
Case No.	21CV-03773
Nature	Regular Rate of Pay
Status	In Litigation

109. Alisa Alvarez v. SLO Arches, Inc.

Court	San Luis Obispo
Case No.	21CV-0533
Nature	Meal/Rest Breaks
Status	Settled

110. Perla Rodriguez Gonzales v. CM School Supply, Inc.

Court	San Bernardino
Case No.	CIVSB2133207
Nature	Rounding
Status	In Litigation

111. Parastoo Maboudi v. The Neiman Marcus Group LLC

Court	Santa Clara
Case No.	22CV391973
Nature	Regular Rate of Pay Miscalculation
Status	Settled

112. Michael Hillstrom v. Constellation Brands, Inc. et al.

Court	Napa
Case No.	22CV000006
Nature	Regular Rate of Pay
Status	Settled

113. Maria Tabarez v. Alta Hospitals System LLC

Court	Los Angeles
Case No.	5220001658
Nature	Meal/Rest Break
Status	In Litigation

114. Luther Roddy v. O'Neil Beverages

Court	Marin
Case No.	CIV2200067
Nature	Various
Status	Settled

115. David Stevens v. Kamps Propane, Inc.

Court	San Diego
Case No.	37-2021-00016367-CU-OE-CTL
Nature	Various
Status	In Litigation

116. Veronica Maravilla v. Venus Et Fleur, LLC

Court	San Diego
Case No.	37-2021-00016367-CU-OE-CTL
Nature	Various
Status	Settled

117. Maria G. Gonzalez Romero v. Cabe Brothers Rentals LLC et al.

Court	Los Angeles
Case No.	22STCV18688
Nature	Various
Status	Settled

118. Daraka Banks v. General Motors LLC et al.

Court	San Bernardino
Case No.	CIVSB2203661
Nature	Meal/Rest Breaks
Status	In Litigation

119. Jesse Galindo v. PAQ, Inc. dba Food 4 Less et al.

Court	San Joaquin
Case No.	STK-CV-UOE-2022-0000452
Nature	Regular Rate of Pay

Status	Settled
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120. Tyler Sneed v. Sunroad Auto, LLC et al.

Court	San Diego
Case No.	37-2022-00007661
Nature	Various
Status	In Litigation

121. Alexa Lowe v. Ash's First LLC et al.

Court	San Diego
Case No.	37-2022-00010114
Nature	Various
Status	In Litigation

122. Marquan Nesbitt v. Autonomous, Inc.

Court	San Bernardino
Case No.	CIVSB2204742
Nature	Regular Rate of Pay
Status	Settled

123. Luis De Jesus Claudio v. Uni Care Home Health Inc.

Court	San Diego
Case No.	37-2022-00003063-CU-OE-CTL
Nature	Piece-Rate
Status	Settled

124. Vincent Leslie v. P.F.C. Enterprises, Inc. dba Allen Properties

Court	San Bernardino
Case No.	CIVSB2207363
Nature	Wage Statement
Status	Settled

125. Serenity Jean Dewolf v. Mountain Counties Supply Company

Court	Siskiyou
Case No.	SCCV-CVCV-2022-329
Nature	Meal/Rest Breaks
Status	In Litigation

126. Jeannete Gomes v. Homeaglow Inc.

Court	San Joaquin / Los Angeles
Case No.	22STCV27159
Nature	Independent Contractor Misclassification
Status	In Litigation

127. Alan Carrillo Rodriguez v. Titan Workforce

Court	San Joaquin
Case No.	STK-CV-UOE-2022-0003036
Nature	Meal/Rest
Status	Settled

128. Isaiah D. Hughes v. Asian and Pacific Islander Wellness Center, Inc.

Court	San Francisco
Case No.	CGC-22-599270
Nature	Rounding
Status	Settled

129. Manuel Fimbres et al. v. Dreamstyle Remodeling of California, LLC et al.

Court	San Diego
Case No.	37-2022-00013690
Nature	Piece-Rate
Status	Settled

130. Abigail Chamberlan v. Classic VMS, Inc. et al.

Court	Yolo
Case No.	CV2022-0652
Nature	Meal/Rest
Status	Settled

131. Marvin Glenn Holloway v. Water Damage Rescue, Inc.

Court	Sacramento
Case No.	34-2022-00319781
Nature	Meal/Rest Breaks
Status	Settled

132. John Schilder v. Tenderloin Neighborhood Development Corporation

Court	San Francisco
Case No.	CGC-22-599603
Nature	Various
Status	In Litigation

133. Oscar Almanza v. Hope of the Valley Rescue Mission

Court	Los Angeles
Case No.	22STCV17591
Nature	Rounding
Status	Settled

134. Janene J. Caracaus v. Danny's Home Health Care Inc.

Court	San Diego
Case No.	37-2022-00020531
Nature	Piece Rate

Status	In Litigation
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135. Alex Pegues v. eLink Recruiting Solutions, Inc. et al.

Court	Los Angeles
Case No.	22STCV18259
Nature	COVID-Screening Off-The-Clock
Status	In Litigation

136. Jesus Garica v. The Beach Chalet, L.P.

Court	San Francisco
Case No.	CGC-22-600090
Nature	Meal/Rest
Status	In Litigation

137. Sarina Yuan Jong Lai v. Sunmerry California Inc. et al.

Court	Los Angeles
Case No.	22STCV12086
Nature	Wage Statement
Status	Settled

138. Kyle Richard Dawkins v. Coalition For Responsible Community Development

Court	Los Angeles
Case No.	22STCV19341
Nature	Various
Status	In Litigation

139. Brennan Howard v. Koulax Enterprises

Court	Los Angeles
Case No.	21GDCV01154
Nature	Meal/Rest Breaks
Status	In Litigation

140. Joseph Christopher Kirkham v. Palm Desert Greens Association, Inc.

Court	Riverside
Case No.	CVRI2202569
Nature	Wage Statement
Status	In Litigation

141. Kaliyah Martin v. Blend Labs et al.

Court	San Francisco
Case No.	CGC-22-600420
Nature	Regular Rate Miscalculations
Status	Settled

142.Cesar Cando v. Academy Valet Parking Service, Inc.

Court	Los Angeles
Case No.	22STCV21833
Nature	Various
Status	Settled

143. Carlos Pinkney v. Patrol Masters Security Services, Inc.

Court	Orange
Case No.	30-2021-01213869-CU-OE-CXC
Nature	Labor Code 204
Status	In Litigation

144. Porsche Barrett v. Armadillo Holdings LLC dba Texas Roadhouse

Court	Stanislaus
Case No.	CV-22-003127
Nature	Meal/Rest Break
Status	In Litigation

145.Brad Klein v. Redzone Security Inc.

Court	Riverside
Case No.	CVRI2202841
Nature	Augustus
Status	In Litigation

146. Steve Martinez v. Radiant Services Corp.

Court	Los Angeles
Case No.	22STCV23115
Nature	Off-the-Clock
Status	In Litigation

147. Tiffany Britton v. Mountain Valley Child and Family Services, Inc.

Court	Nevada
Case No.	CU0000023
Nature	Various
Status	Settled

148. Chidinma Olisaemeka v. Lynwood Healthcare Center et al.

Court	Los Angeles
Case No.	22STCV13175
Nature	Rounding
Status	In Litigation

149. Britney Clarke v. St. Anne's Maternity Home et al.

Court	Los Angeles
Case No.	22STCV14674
Nature	Wage Order 5

Status	Settled
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EXHIBIT 4

Liana Rios

From: no-reply@formassembly.com
Sent: Thursday, September 25, 2025 7:16 PM
To: Liana Rios
Subject: Thank you for your Proposed Settlement Submission

09/25/2025 07:15:26 PM

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

Item submitted: Proposed Settlement

On 09/25/2025 07:15:26 PM your Proposed Settlement was successfully processed for case number LWDA-CM-876998-22

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:

https://nam12.safelinks.protection.outlook.com/?url=http%3A%2F%2Flabor.ca.gov%2FPrivate_Attorneys_General_Act.htm&data=05%7C02%7Cliana%40zakaylaw.com%7Ca22ffc3844ee4ec5257908ddfca2a384%7C6fe78029d8e947ec972ca1e1fda36e60%7C0%7C0%7C638944497644676524%7CUnknown%7CTWFpbGZsb3d8eyJFbXB0eU1hcGkiOnRydWUsIlYiOiwlLjAuMDAwMCIsIlAiOiJXaW4zMmllsIkFOljoitWFpbCIsIldUIjoyfQ%3D%3D%7C0%7C%7C%7C&sdata=hLdR4cREweEN6R0PyMJmgcDtVLYCX2sgAqMLUVubFcs%3D&reserved=0

EXHIBIT 5

EXHIBIT 6

Activities Export

09/30/2026

12:39 PM

Date ▲	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
06/27/2022	\$	Knox Invoice Fee ● Unbilled	47701-Garcia Jesus Garcia v. The Beach Chalet, L.P.	Admin Zakay	1.00	\$152.15	-	\$152.15
08/25/2022	\$	OneLegal - Oppo ● Unbilled	47701-Garcia Jesus Garcia v. The Beach Chalet, L.P.	Admin Zakay	1.00	\$12.87	-	\$12.87
09/01/2022	\$	OneLegal - Request ● Unbilled	47701-Garcia Jesus Garcia v. The Beach Chalet, L.P.	Admin Zakay	1.00	\$12.87	-	\$12.87
09/06/2022	\$	OneLegal - Request ● Unbilled	47701-Garcia Jesus Garcia v. The Beach Chalet, L.P.	Admin Zakay	1.00	\$12.87	-	\$12.87
09/15/2022	\$	OneLegal - Order ● Unbilled	47701-Garcia Jesus Garcia v. The Beach Chalet, L.P.	Admin Zakay	1.00	\$12.87	-	\$12.87
09/26/2022	\$	OneLegal - Notice of entry ● Unbilled	47701-Garcia Jesus Garcia v. The Beach Chalet, L.P.	Admin Zakay	1.00	\$12.87	-	\$12.87
08/24/2023	\$	One Legal ● Unbilled	47701-Garcia Jesus Garcia v. The Beach Chalet, L.P.	Jackland Hom	1.00	\$13.33	-	\$13.33
10/10/2023	\$	One Legal ● Unbilled	47701-Garcia Jesus Garcia v. The Beach Chalet, L.P.	Admin Zakay	1.00	\$75.10	-	\$75.10
10/27/2023	\$	One Legal ● Unbilled	47701-Garcia Jesus Garcia v. The Beach Chalet, L.P.	Admin Zakay	1.00	\$13.33	-	\$13.33
							\$0.00 0.00h	\$10,095.25 0.00h

Activities Export

09/30/2026

12:39 PM

Date ▲	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
12/27/2023	\$	One Legal ● Unbilled	47701-Garcia Jesus Garcia v. The Beach Chalet, L.P.	Shani Zakay	1.00	\$13.33	-	\$13.33
05/10/2024	\$	JAMS - Initial Fee ● Unbilled	47701-Garcia Jesus Garcia v. The Beach Chalet, L.P.	Shani Zakay	1.00	\$250.00	-	\$250.00
06/04/2024	\$	File & ServeXpress ● Unbilled	47701-Garcia Jesus Garcia v. The Beach Chalet, L.P.	Shani Zakay	1.00	\$9.26	-	\$9.26
08/19/2024	\$	JAMS - Retainer Fee ● Unbilled	47701-Garcia Jesus Garcia v. The Beach Chalet, L.P.	Shani Zakay	1.00	\$3,500.00	-	\$3,500.00
10/24/2024	\$	Berger Consulting - Economic Data Analysis ● Unbilled	47701-Garcia Jesus Garcia v. The Beach Chalet, L.P.	Shani Zakay	1.00	\$2,585.00	-	\$2,585.00
02/05/2025	\$	Creal Consulting- Litigation Support ● Unbilled	47701-Garcia Jesus Garcia v. The Beach Chalet, L.P.	Shani Zakay	1.00	\$282.62	-	\$282.62
02/05/2025	\$	Creal Consulting- Litigation Support ● Unbilled	47701-Garcia Jesus Garcia v. The Beach Chalet, L.P.	Shani Zakay	1.00	\$375.00	-	\$375.00
02/07/2025	\$	One Legal ● Unbilled	47701-Garcia Jesus Garcia v. The Beach Chalet, L.P.	Shani Zakay	1.00	\$21.42	-	\$21.42
02/07/2025	\$	One Legal ● Unbilled	47701-Garcia Jesus Garcia v. The Beach Chalet, L.P.	Shani Zakay	1.00	\$21.42	-	\$21.42
							\$0.00 0.00h	\$10,095.25 0.00h

Activities Export

09/30/2026

12:39 PM

Date ▲	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
02/18/2025	\$	JAMS - Mediation Fee ● Unbilled	47701-Garcia Jesus Garcia v. The Beach Chalet, L.P.	Shani Zakay	1.00	\$1,058.74	-	\$1,058.74
09/29/2025	\$	One Legal ● Unbilled	47701-Garcia Jesus Garcia v. The Beach Chalet, L.P.	Shani Zakay	1.00	\$84.41	-	\$84.41
10/07/2025	\$	Creal Consulting ● Unbilled	47701-Garcia Jesus Garcia v. The Beach Chalet, L.P.	Shani Zakay	1.00	\$395.00	-	\$395.00
11/06/2025	\$	One Legal - Order No. 26507808 ● Unbilled	47701-Garcia Jesus Garcia v. The Beach Chalet, L.P.	Shani Zakay	1.00	\$21.42	-	\$21.42
01/07/2026	\$	One Legal – Order No. 27147115 ● Unbilled	47701-Garcia Jesus Garcia v. The Beach Chalet, L.P.	Admin Zakay	1.00	\$22.51	-	\$22.51
01/07/2026	\$	One Legal – Order No. 27147114 ● Unbilled	47701-Garcia Jesus Garcia v. The Beach Chalet, L.P.	Admin Zakay	1.00	\$119.03	-	\$119.03
02/09/2026	\$	One Legal – Order No. 27411955 ● Unbilled	47701-Garcia Jesus Garcia v. The Beach Chalet, L.P.	Admin Zakay	1.00	\$22.51	-	\$22.51
03/02/2026	\$	Legal Research Fee - UniCourt Invoice No. 925840 ● Unbilled	47701-Garcia Jesus Garcia v. The Beach Chalet, L.P.	Admin Zakay	1.00	\$26.00	-	\$26.00
04/14/2026	\$	One Legal - Oder No. 27772735 ● Unbilled	47701-Garcia Jesus Garcia v. The Beach Chalet, L.P.	Admin Zakay	1.00	\$22.51	-	\$22.51
							\$0.00 0.00h	\$10,095.25 0.00h

Activities Export

09/30/2026
12:39 PM

Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
05/01/2026	\$	Eve (Legal Research) - Invoice No. 20260722-6EY1FZ Unbilled	47701-Garcia Jesus Garcia v. The Beach Chalet, L.P.	Admin Zakay	1.00	\$171.81	-	\$171.81
06/01/2026	\$	Legal Research Fee - EveLegal Invoice No. (JUNE) Unbilled	47701-Garcia Jesus Garcia v. The Beach Chalet, L.P.	Admin Zakay	1.00	\$175.00	-	\$175.00
09/18/2026	\$	Anticipated costs through final distribution: Filing MFF & MFA Courtesy Copies Compliance Filings Close Out Unbilled	47701-Garcia Jesus Garcia v. The Beach Chalet, L.P.	Shani Zakay	1.00	\$600.00	-	\$600.00
							\$0.00 0.00h	\$10,095.25 0.00h

EXHIBIT 7

Activities Export

09/30/2026

8:14 PM

Date ▲	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
04/05/2022	 	Setting up Clio. Unbilled	47701-Garcia Jesus Garcia v. The Beach Chalet, L.P.	Shani Zakay	1.00h	\$550.00	-	\$550.00
04/05/2022	 	Review the file. Review and revise the complaint and PAGA letter. Unbilled	47701-Garcia Jesus Garcia v. The Beach Chalet, L.P.	Shani Zakay	6.00h	\$550.00	-	\$3,300.00
06/09/2022	 	Review and revise complaint. Unbilled	47701-Garcia Jesus Garcia v. The Beach Chalet, L.P.	Shani Zakay	0.50h	\$550.00	-	\$275.00
08/01/2022	 	Review of motion to compel arbitration, legal research and email to staff with instructions. Unbilled	47701-Garcia Jesus Garcia v. The Beach Chalet, L.P.	Shani Zakay	2.00h	\$550.00	-	\$1,100.00
08/04/2022	 	Emails regarding FAC Unbilled	47701-Garcia Jesus Garcia v. The Beach Chalet, L.P.	Shani Zakay	0.20h	\$550.00	-	\$110.00
08/18/2022	 	Work on opposition to MTC Arb and RJN in support thereof. Unbilled	47701-Garcia Jesus Garcia v. The Beach Chalet, L.P.	Shani Zakay	3.80h	\$550.00	-	\$2,090.00
08/25/2022	 	Review and approve amended RJN. Emails with staff accordingly. Unbilled	47701-Garcia Jesus Garcia v. The Beach Chalet, L.P.	Shani Zakay	0.60h	\$550.00	-	\$330.00
08/26/2022	 	More work on supplemental RJN and work on obtaining orders for the same. Unbilled	47701-Garcia Jesus Garcia v. The Beach Chalet, L.P.	Shani Zakay	0.50h	\$550.00	-	\$275.00
08/26/2022		Emails regarding issues with the	47701-Garcia	Shani	0.20h	\$550.00	-	\$110.00
					123.20h		\$0.00 0.00h	\$77,066.00 123.20h

Activities Export

09/30/2026

8:14 PM

Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
		RJN ● Unbilled	Jesus Garcia v. The Beach Chalet, L.P.	Zakay				
08/30/2022	🕒	Review tentative ruling in preparation for tomorrow. ● Unbilled	47701-Garcia Jesus Garcia v. The Beach Chalet, L.P.	Shani Zakay	0.50h	\$550.00	-	\$275.00
09/20/2022	🕒	Work on stipulation to stay ● Unbilled	47701-Garcia Jesus Garcia v. The Beach Chalet, L.P.	Shani Zakay	0.60h	\$550.00	-	\$330.00
05/09/2023	🕒	Emails regarding arbitrator selection ● Unbilled	47701-Garcia Jesus Garcia v. The Beach Chalet, L.P.	Shani Zakay	0.20h	\$575.00	-	\$115.00
06/28/2023	🕒	Begin drafting Motion to Vacate Order Compelling Action to Arbitration, in light of Defendant's failure to pay fees ● Unbilled	47701-Garcia Jesus Garcia v. The Beach Chalet, L.P.	Jaclyn Joyce	2.40h	\$495.00	-	\$1,188.00
06/28/2023	🕒	Research re breach of arbitration agreement pursuant to Section 1281.98 ● Unbilled	47701-Garcia Jesus Garcia v. The Beach Chalet, L.P.	Jaclyn Joyce	0.60h	\$495.00	-	\$297.00
06/28/2023	🕒	Review status of payment of arbitration fees by Defendant ● Unbilled	47701-Garcia Jesus Garcia v. The Beach Chalet, L.P.	Jaclyn Joyce	0.10h	\$495.00	-	\$49.50
06/29/2023	🕒	Further draft motion to vacate order compelling action to arbitration; review new Appellate Court decision re CCP 1281.98 in preparation for further drafting	47701-Garcia Jesus Garcia v. The Beach Chalet, L.P.	Jaclyn Joyce	2.10h	\$495.00	-	\$1,039.50
					123.20h		\$0.00 0.00h	\$77,066.00 123.20h

Activities Export

09/30/2026

8:14 PM

Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
		● Unbilled						
06/30/2023	🕒	Review and Revise motion to vacate order compelling action to arbitration ● Unbilled	47701-Garcia Jesus Garcia v. The Beach Chalet, L.P.	Jaclyn Joyce	1.40h	\$495.00	-	\$693.00
06/30/2023	🕒	Draft Motion to Vacate Order Compelling Action to Arbitration; Draft Notice of Motion and supporting declarations ● Unbilled	47701-Garcia Jesus Garcia v. The Beach Chalet, L.P.	Jaclyn Joyce	1.80h	\$495.00	-	\$891.00
06/30/2023	🕒	Work with Attorney Joyce on motion to lift the stay ● Unbilled	47701-Garcia Jesus Garcia v. The Beach Chalet, L.P.	Shani Zakay	0.50h	\$575.00	-	\$287.50
07/05/2023	🕒	Emails with OPC and JAMS regarding arb demand and motion to lift stay. ● Unbilled	47701-Garcia Jesus Garcia v. The Beach Chalet, L.P.	Shani Zakay	0.30h	\$575.00	-	\$172.50
07/24/2023	🕒	Review Defendant's Opposition and begin outline of arguments to assert in Reply brief ● Unbilled	47701-Garcia Jesus Garcia v. The Beach Chalet, L.P.	Jaclyn Joyce	0.50h	\$495.00	-	\$247.50
07/24/2023	🕒	Begin drafting Reply brief in support of Plaintiff's Motion to Vacate ● Unbilled	47701-Garcia Jesus Garcia v. The Beach Chalet, L.P.	Jaclyn Joyce	2.30h	\$495.00	-	\$1,138.50
07/25/2023	🕒	Draft section of Reply brief re Defendant's arguments asserted in its opposition	47701-Garcia Jesus Garcia v. The Beach Chalet, L.P.	Jaclyn Joyce	1.60h	\$495.00	-	\$792.00
					123.20h		\$0.00 0.00h	\$77,066.00 123.20h

Activities Export

09/30/2026

8:14 PM

Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
		● Unbilled						
07/25/2023	🕒	Draft section of Reply brief re Plaintiff's request for sanctions ● Unbilled	47701-Garcia Jesus Garcia v. The Beach Chalet, L.P.	Jaclyn Joyce	0.70h	\$495.00	-	\$346.50
07/25/2023	🕒	Draft supporting documents in support of Reply brief ● Unbilled	47701-Garcia Jesus Garcia v. The Beach Chalet, L.P.	Jaclyn Joyce	0.80h	\$495.00	-	\$396.00
07/31/2023	🕒	Review Court's tentative re Mtn to Vacate Order Compelling Arb and emails w/ attorneys re same ● Unbilled	47701-Garcia Jesus Garcia v. The Beach Chalet, L.P.	Jackland Hom	0.40h	\$400.00	-	\$160.00
07/31/2023	🕒	Review tentative and emails and conversation with counsel regarding the same. ● Unbilled	47701-Garcia Jesus Garcia v. The Beach Chalet, L.P.	Shani Zakay	0.50h	\$575.00	-	\$287.50
08/15/2023	🕒	Emails with staff regarding notice of ruling and necessary work on motion for leave ● Unbilled	47701-Garcia Jesus Garcia v. The Beach Chalet, L.P.	Shani Zakay	0.20h	\$575.00	-	\$115.00
09/06/2023	🕒	Emails regarding status of sanction payment and stay lift. ● Unbilled	47701-Garcia Jesus Garcia v. The Beach Chalet, L.P.	Shani Zakay	0.20h	\$575.00	-	\$115.00
10/31/2023	🕒	Follow up on orders ● Unbilled	47701-Garcia Jesus Garcia v. The Beach Chalet, L.P.	Shani Zakay	0.20h	\$575.00	-	\$115.00
01/09/2024	🕒	Work on M&C letter re PLA's SI (Set 1)	47701-Garcia Jesus Garcia v. The Beach	Shani Zakay	1.50h	\$650.00	-	\$975.00
					123.20h		\$0.00 0.00h	\$77,066.00 123.20h

Activities Export

09/30/2026

8:14 PM

Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
		● Unbilled	Chalet, L.P.					
01/16/2024	🕒	Emails regarding discovery and setting up call with OPC ● Unbilled	47701-Garcia Jesus Garcia v. The Beach Chalet, L.P.	Shani Zakay	0.20h	\$650.00	-	\$130.00
01/17/2024	🕒	Emails to schedule a call with OPC ● Unbilled	47701-Garcia Jesus Garcia v. The Beach Chalet, L.P.	Shani Zakay	0.10h	\$650.00	-	\$65.00
01/18/2024	🕒	Call with all counsel regarding possible mediation. ● Unbilled	47701-Garcia Jesus Garcia v. The Beach Chalet, L.P.	Shani Zakay	0.50h	\$650.00	-	\$325.00
02/22/2024	🕒	Follow up on mediation ● Unbilled	47701-Garcia Jesus Garcia v. The Beach Chalet, L.P.	Shani Zakay	0.20h	\$650.00	-	\$130.00
10/07/2024	🕒	Follow up on data for mediation. ● Unbilled	47701-Garcia Jesus Garcia v. The Beach Chalet, L.P.	Shani Zakay	0.10h	\$650.00	-	\$65.00
10/08/2024	🕒	Emails regarding mediation data ● Unbilled	47701-Garcia Jesus Garcia v. The Beach Chalet, L.P.	Shani Zakay	0.20h	\$650.00	-	\$130.00
10/08/2024	🕒	Review data production for mediation and emails with co-counsel and expert regarding the same ● Unbilled	47701-Garcia Jesus Garcia v. The Beach Chalet, L.P.	Shani Zakay	3.50h	\$650.00	-	\$2,275.00
10/09/2024	🕒	Emails with counsel and expert regarding analysis and data for mediation.	47701-Garcia Jesus Garcia v. The Beach Chalet, L.P.	Shani Zakay	0.50h	\$650.00	-	\$325.00
					123.20h		\$0.00	\$77,066.00
							0.00h	123.20h

Activities Export

09/30/2026

8:14 PM

Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
		● Unbilled						
10/14/2024	🕒	Emails regarding mediation brief and mediation data. ● Unbilled	47701-Garcia Jesus Garcia v. The Beach Chalet, L.P.	Shani Zakay	0.50h	\$650.00	-	\$325.00
10/15/2024	🕒	Review expert report and emails with expert regarding the same and regarding additional work. Work on mediation brief. ● Unbilled	47701-Garcia Jesus Garcia v. The Beach Chalet, L.P.	Shani Zakay	2.80h	\$650.00	-	\$1,820.00
10/18/2024	🕒	Work on the mediation brief. ● Unbilled	47701-Garcia Jesus Garcia v. The Beach Chalet, L.P.	Shani Zakay	4.00h	\$650.00	-	\$2,600.00
10/22/2024	🕒	Attend mediation ● Unbilled	47701-Garcia Jesus Garcia v. The Beach Chalet, L.P.	Shani Zakay	10.00h	\$650.00	-	\$6,500.00
11/06/2024	🕒	Follow up emails with OPC regarding discovery and sanctions. Emails with staff regarding discovery work. ● Unbilled	47701-Garcia Jesus Garcia v. The Beach Chalet, L.P.	Shani Zakay	0.30h	\$650.00	-	\$195.00
11/06/2024	🕒	Work on the CMS ● Unbilled	47701-Garcia Jesus Garcia v. The Beach Chalet, L.P.	Shani Zakay	0.50h	\$650.00	-	\$325.00
11/12/2024	🕒	Call with OPC regarding data production and status of discovery. Update team. ● Unbilled	47701-Garcia Jesus Garcia v. The Beach Chalet, L.P.	Shani Zakay	0.30h	\$650.00	-	\$195.00
					123.20h		\$0.00	\$77,066.00
							0.00h	123.20h

Activities Export

09/30/2026

8:14 PM

Date ▲	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
11/13/2024	  Unbilled	Emails with OPC regarding financials and PO	47701-Garcia Jesus Garcia v. The Beach Chalet, L.P.	Shani Zakay	0.20h	\$650.00	-	\$130.00
11/15/2024	  Unbilled	Work on PO and data transfer to expert	47701-Garcia Jesus Garcia v. The Beach Chalet, L.P.	Shani Zakay	0.80h	\$650.00	-	\$520.00
12/02/2024	  Unbilled	Calls and emails with OC regarding expert review of financials.	47701-Garcia Jesus Garcia v. The Beach Chalet, L.P.	Shani Zakay	0.20h	\$650.00	-	\$130.00
12/12/2024	  Unbilled	Review opinion from expert. Emails with OC regarding the same.	47701-Garcia Jesus Garcia v. The Beach Chalet, L.P.	Shani Zakay	1.00h	\$650.00	-	\$650.00
01/21/2025	  Unbilled	Call with mediator regarding settlement and negotiations.	47701-Garcia Jesus Garcia v. The Beach Chalet, L.P.	Shani Zakay	0.50h	\$800.00	-	\$400.00
02/04/2025	  Unbilled	Calls and emails with mediator regarding settlement and discuss work with the team.	47701-Garcia Jesus Garcia v. The Beach Chalet, L.P.	Shani Zakay	0.50h	\$800.00	-	\$400.00
02/05/2025	  Unbilled	Work on CMS	47701-Garcia Jesus Garcia v. The Beach Chalet, L.P.	Shani Zakay	0.50h	\$800.00	-	\$400.00
02/07/2025	  Unbilled	Work on MOU	47701-Garcia Jesus Garcia v. The Beach Chalet, L.P.	Shani Zakay	1.00h	\$800.00	-	\$800.00
					123.20h		\$0.00 0.00h	\$77,066.00 123.20h

Activities Export

09/30/2026

8:14 PM

Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
02/14/2025	 	Work on MOU Unbilled	47701-Garcia Jesus Garcia v. The Beach Chalet, L.P.	Shani Zakay	1.50h	\$800.00	-	\$1,200.00
03/25/2025	 	Revise long-form settlement agreement Unbilled	47701-Garcia Jesus Garcia v. The Beach Chalet, L.P.	Eden Zakay	1.50h	\$475.00	-	\$712.50
03/25/2025	 	Work on SAR Unbilled	47701-Garcia Jesus Garcia v. The Beach Chalet, L.P.	Shani Zakay	4.00h	\$800.00	-	\$3,200.00
05/21/2025	 	Review opposing counsel's revisions to long-form SAR; draft counter revisions Unbilled	47701-Garcia Jesus Garcia v. The Beach Chalet, L.P.	Eden Zakay	1.30h	\$475.00	-	\$617.50
05/23/2025	 	Correspond with opposing counsel regarding settlement agreement terms Unbilled	47701-Garcia Jesus Garcia v. The Beach Chalet, L.P.	Eden Zakay	0.40h	\$475.00	-	\$190.00
06/05/2025	 	Draft Motion for Preliminary Approval, Points and Authorities, and supporting declarations Unbilled	47701-Garcia Jesus Garcia v. The Beach Chalet, L.P.	Eden Zakay	6.50h	\$475.00	-	\$3,087.50
06/18/2025	 	Work on MPA Unbilled	47701-Garcia Jesus Garcia v. The Beach Chalet, L.P.	Shani Zakay	5.00h	\$800.00	-	\$4,000.00
06/24/2025	 	Analyze claims and defenses in aid of drafting Khular analysis for Motion for Preliminary Approval; draft damages chart to support Khular analysis	47701-Garcia Jesus Garcia v. The Beach Chalet, L.P.	Eden Zakay	3.30h	\$475.00	-	\$1,567.50
					123.20h		\$0.00 0.00h	\$77,066.00 123.20h

Activities Export

09/30/2026

8:14 PM

Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
		● Unbilled						
06/25/2025	🕒	Additional correspondence with opposing counsel regarding non-matching terms between MOU and SAR in attempt to resolve discrepancies in mutually agreeable fashion ● Unbilled	47701-Garcia Jesus Garcia v. The Beach Chalet, L.P.	Eden Zakay	0.40h	\$475.00	-	\$190.00
07/09/2025	🕒	Telephone call with Opposing Counsel to discuss discrepancy in PAGA Period and Class Period end date between MOU and SAR in advance for filing for preliminary approval ● Unbilled	47701-Garcia Jesus Garcia v. The Beach Chalet, L.P.	Eden Zakay	0.40h	\$475.00	-	\$190.00
09/24/2025	🕒	Work on MPA papers ● Unbilled	47701-Garcia Jesus Garcia v. The Beach Chalet, L.P.	Jackland Hom	6.00h	\$550.00	-	\$3,300.00
10/03/2025	🕒	Review and revise CMS ● Unbilled	47701-Garcia Jesus Garcia v. The Beach Chalet, L.P.	Jackland Hom	0.40h	\$550.00	-	\$220.00
10/31/2025	🕒	Review Court's MPA tentative and begin prep for MPA hearing ● Unbilled	47701-Garcia Jesus Garcia v. The Beach Chalet, L.P.	Jackland Hom	0.80h	\$550.00	-	\$440.00
11/03/2025	🕒	Prepare for and attend MPA hearing ● Unbilled	47701-Garcia Jesus Garcia v. The Beach Chalet, L.P.	Jackland Hom	1.00h	\$550.00	-	\$550.00
12/18/2025	🕒	Reviewed declaration from Defendant	47701-Garcia Jesus Garcia v. The Beach	Jennifer Gerstenzang	0.20h	\$700.00	-	\$140.00
					123.20h		\$0.00	\$77,066.00
							0.00h	123.20h

Activities Export

09/30/2026

8:14 PM

Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
		● Unbilled	Chalet, L.P.					
12/18/2025	🕒	internal communications and discussions regarding court filings and drafted declaration to the Court. ● Unbilled	47701-Garcia Jesus Garcia v. The Beach Chalet, L.P.	Jennifer Gerstenzang	2.00h	\$700.00	-	\$1,400.00
12/31/2025	🕒	reviewed Atticus Declaration ● Unbilled	47701-Garcia Jesus Garcia v. The Beach Chalet, L.P.	Jennifer Gerstenzang	0.20h	\$700.00	-	\$140.00
01/02/2026	🕒	drafted declaration reviewed filing documents ● Unbilled	47701-Garcia Jesus Garcia v. The Beach Chalet, L.P.	Jennifer Gerstenzang	1.00h	\$700.00	-	\$700.00
01/02/2026	🕒	Work on renewed MPA ● Unbilled	47701-Garcia Jesus Garcia v. The Beach Chalet, L.P.	Shani Zakay	2.50h	\$800.00	-	\$2,000.00
01/05/2026	🕒	emailed OC regarding his execution of the amendment to the Class and PAGA SAR ● Unbilled	47701-Garcia Jesus Garcia v. The Beach Chalet, L.P.	Jennifer Gerstenzang	0.10h	\$700.00	-	\$70.00
01/05/2026	🕒	finalized filing paperwork for the Court in support of MPA ● Unbilled	47701-Garcia Jesus Garcia v. The Beach Chalet, L.P.	Jennifer Gerstenzang	2.00h	\$700.00	-	\$1,400.00
01/20/2026	🕒	internal emails ● Unbilled	47701-Garcia Jesus Garcia v. The Beach Chalet, L.P.	Jennifer Gerstenzang	0.50h	\$700.00	-	\$350.00
01/30/2026	🕒	drafted case management statement	47701-Garcia Jesus Garcia v. The Beach	Jennifer Gerstenzang	0.50h	\$700.00	-	\$350.00
					123.20h		\$0.00	\$77,066.00
							0.00h	123.20h

Activities Export

09/30/2026

8:14 PM

Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
		● Unbilled	Chalet, L.P.					
02/13/2026	🕒	drafted proposed order ● Unbilled	47701-Garcia Jesus Garcia v. The Beach Chalet, L.P.	Jennifer Gerstenzang	0.60h	\$700.00	-	\$420.00
03/03/2026	🕒	emails with administrator ● Unbilled	47701-Garcia Jesus Garcia v. The Beach Chalet, L.P.	Jennifer Gerstenzang	0.20h	\$700.00	-	\$140.00
03/18/2026	🕒	drafted case management statement ● Unbilled	47701-Garcia Jesus Garcia v. The Beach Chalet, L.P.	Jennifer Gerstenzang	0.40h	\$700.00	-	\$280.00
03/20/2026	🕒	M&C with OC re: CMS ● Unbilled	47701-Garcia Jesus Garcia v. The Beach Chalet, L.P.	Jennifer Gerstenzang	0.20h	\$700.00	-	\$140.00
03/24/2026	🕒	M&C with OC re production of data to admin ● Unbilled	47701-Garcia Jesus Garcia v. The Beach Chalet, L.P.	Jennifer Gerstenzang	0.30h	\$700.00	-	\$210.00
03/25/2026	🕒	reviewed class notice from admin ● Unbilled	47701-Garcia Jesus Garcia v. The Beach Chalet, L.P.	Jennifer Gerstenzang	0.50h	\$700.00	-	\$350.00
03/27/2026	🕒	reviewed spanish translation of class notice from admin ● Unbilled	47701-Garcia Jesus Garcia v. The Beach Chalet, L.P.	Jennifer Gerstenzang	0.40h	\$700.00	-	\$280.00
04/16/2026	🕒	followed up with admin re: defendant data to admin ● Unbilled	47701-Garcia Jesus Garcia v. The Beach Chalet, L.P.	Jennifer Gerstenzang	0.30h	\$700.00	-	\$210.00
05/04/2026	🕒	reviewed admin's revised timeline.	47701-Garcia	Jennifer	0.30h	\$700.00	-	\$210.00
					123.20h		\$0.00 0.00h	\$77,066.00 123.20h

Activities Export

09/30/2026

8:14 PM

Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
	● Unbilled		Jesus Garcia v. The Beach Chalet, L.P.	Gerstenzang				
05/08/2026	🕒	drafted email update to client ● Unbilled	47701-Garcia Jesus Garcia v. The Beach Chalet, L.P.	Jennifer Gerstenzang	0.40h	\$700.00	-	\$280.00
05/18/2026	🕒	internal emails ● Unbilled	47701-Garcia Jesus Garcia v. The Beach Chalet, L.P.	Jennifer Gerstenzang	1.00h	\$700.00	-	\$700.00
05/18/2026	🕒	email to admin ● Unbilled	47701-Garcia Jesus Garcia v. The Beach Chalet, L.P.	Jennifer Gerstenzang	0.30h	\$700.00	-	\$210.00
06/04/2026	🕒	reviewed draft updated notices ● Unbilled	47701-Garcia Jesus Garcia v. The Beach Chalet, L.P.	Jennifer Gerstenzang	0.20h	\$700.00	-	\$140.00
06/11/2026	🕒	emails with admin ● Unbilled	47701-Garcia Jesus Garcia v. The Beach Chalet, L.P.	Jennifer Gerstenzang	0.50h	\$700.00	-	\$350.00
06/17/2026	🕒	emails with admin ● Unbilled	47701-Garcia Jesus Garcia v. The Beach Chalet, L.P.	Jennifer Gerstenzang	0.30h	\$700.00	-	\$210.00
08/06/2026	🕒	internal emails ● Unbilled	47701-Garcia Jesus Garcia v. The Beach Chalet, L.P.	Jennifer Gerstenzang	0.30h	\$700.00	-	\$210.00
08/10/2026	🕒	client call ● Unbilled	47701-Garcia Jesus Garcia v. The Beach Chalet, L.P.	Jennifer Gerstenzang	0.50h	\$700.00	-	\$350.00
09/14/2026	🕒	reviewed admin declaration in support of MFA	47701-Garcia Jesus Garcia v. The Beach	Jennifer Gerstenzang	0.80h	\$700.00	-	\$560.00
					123.20h		\$0.00	\$77,066.00
							0.00h	123.20h

Activities Export

09/30/2026

8:14 PM

Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
		● Unbilled	Chalet, L.P.					
09/14/2026	🕒	Review SAR, MPA documents and Administration report in preparation for drafting MFA and supporting documents; begin drafting MFA. ● Unbilled	47701-Garcia Jesus Garcia v. The Beach Chalet, L.P.	Jaclyn Joyce	2.90h	\$750.00	-	\$2,175.00
09/15/2026	🕒	Further draft MFA and supporting documents ● Unbilled	47701-Garcia Jesus Garcia v. The Beach Chalet, L.P.	Jaclyn Joyce	2.20h	\$750.00	-	\$1,650.00
09/15/2026	🕒	Draft notice of motion, proposed order and judgment, and declaration; revise MFA ● Unbilled	47701-Garcia Jesus Garcia v. The Beach Chalet, L.P.	Jaclyn Joyce	1.80h	\$750.00	-	\$1,350.00
09/17/2026	🕒	Further revise MFA and supporting documents; review declaration from administrator and confer with JG re same. Confer with co-counsel re MFA. ● Unbilled	47701-Garcia Jesus Garcia v. The Beach Chalet, L.P.	Jaclyn Joyce	2.70h	\$750.00	-	\$2,025.00
09/17/2026	🕒	Work on the MFA and support decs ● Unbilled	47701-Garcia Jesus Garcia v. The Beach Chalet, L.P.	Shani Zakay	2.00h	\$800.00	-	\$1,600.00
					123.20h		\$0.00 0.00h	\$77,066.00 123.20h

EXHIBIT 8

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Consumer Price Index US City Average (1982-84 = 100)

Consumer Price Index for all Urban Consumers (CPI-U), Not Seasonally Adjusted
U.S. City Average All Items 1982-1984=100 (R)=Revised

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Avg
1997	159.1	159.6	160.0	160.2	160.1	160.3	160.5	160.8	161.2	161.6	161.5	161.3	160.5
1998	161.6	161.9	162.2	162.5	162.8	163.0	163.2	163.4	163.6	164.0	164.0	163.9	163.0
1999	164.3	164.5	165.0	166.2	166.2	166.2	166.7	167.1	167.9	168.2	168.3	168.3	166.6
2000	168.8	169.8	171.2	171.3	171.5	172.4	172.8	172.8	173.7	174.0	174.1	174.0	172.2
2001	175.1	175.8	176.2	176.9	177.7	178.0	177.5	177.5	178.3	177.7	177.4	176.7	177.1
2002	177.1	177.8	178.8	179.8	179.8	179.9	180.1	180.7	181.0	181.3	181.3	180.9	179.9
2003	181.7	183.1	184.2	183.8	183.5	183.7	183.9	184.6	185.2	185.0	184.5	184.3	184.0
2004	185.2	186.2	187.4	188.0	189.1	189.7	189.4	189.5	189.9	190.9	191.0	190.3	188.9
2005	190.7	191.8	193.3	194.6	194.4	194.5	195.4	196.4	198.8	199.2	197.6	196.8	195.3
2006	198.3	198.7	199.8	201.5	202.5	202.9	203.5	203.9	202.9	201.8	201.5	201.8	201.6
2007	202.416	203.499	205.352	206.686	207.949	208.352	208.299	207.917	208.490	208.936	210.177	210.036	207.342
2008	211.080	211.693	213.528	214.823	216.632	218.815	219.964	219.086	218.783	216.573	212.425	210.228	215.303
2009	211.143	212.193	212.709	213.240	213.856	215.693	215.351	215.834	215.969	216.177	216.330	215.949	214.537
2010	216.687	216.741	217.631	218.009	218.178	217.965	218.011	218.312	218.439	218.711	218.803	219.179	218.056
2011	220.223	221.309	223.467	224.906	225.964	225.722	225.922	226.545	226.889	226.421	226.230	225.672	224.939
2012	226.665	227.663	229.392	230.085	229.815	229.478	229.104	230.379	231.407	231.317	230.221	229.601	229.594
2013	230.280	232.166	232.773	232.531	232.945	233.504	233.596	233.877	234.149	233.546	233.069	233.049	232.957
2014	233.916	234.781	236.293	237.072	237.900	238.343	238.250	237.852	238.031	237.433	236.151	234.812	236.736
2015	233.707	234.722	236.119	236.599	237.805	238.638	238.654	238.316	237.945	237.838	237.336	236.525	237.017
2016	236.916	237.111	238.132	239.261	240.229	241.018	240.628	240.849	241.428	241.729	241.353	241.432	240.007
2017	242.839	243.603	243.801	244.524	244.733	244.955	244.786	245.519	246.819	246.663	246.669	246.524	245.120
2018	247.867	248.991	249.554	250.546	251.588	251.989	252.006	252.146	252.439	252.885	252.038	251.233	251.107
2019	251.712	252.776	254.202	255.548	256.092	256.143	256.571	256.558	256.759	257.346	257.208	256.974	255.657
2020	257.971	258.678	258.115	256.389	256.394	257.797	259.101	259.918	260.280	260.388	260.229	260.474	258.811
2021	261.582	263.014	264.877	267.054	269.195	271.696	273.003	273.567	274.310	276.589	277.948	278.802	270.970
2022	281.148	283.716	287.504	289.109	292.296	296.311	296.276	296.171	296.808	298.012	297.711	296.797	292.655
2023	299.170	300.840	301.836	303.363	304.127	305.109	305.691	307.026	307.789	307.671	307.051	306.746	304.702
2024	308.417	310.326	312.332	313.548	314.069	314.175	314.540	314.796	315.301	315.664	315.493	315.605	313.689
2025	317.671	319.082	319.799	320.795	321.465	322.561	323.048	323.976	324.800	(1) -	324.122	324.054	321.943
2026	325.252	326.785	330.213	333.020	335.123	333.952	333.918	334.980					

Footnotes

(1) Data unavailable due to the 2025 lapse in appropriations

Source: US Bureau of Labor Statistics

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Avg
Percent Change from 12 months ago													
1998	1.6%	1.4%	1.4%	1.4%	1.7%	1.7%	1.7%	1.6%	1.5%	1.5%	1.5%	1.6%	1.6%
1999	1.7	1.6	1.7	2.3	2.1	2.0	2.1	2.3	2.6	2.6	2.6	2.7	2.2
2000	2.7	3.2	3.8	3.1	3.2	3.7	3.7	3.4	3.5	3.4	3.4	3.4	3.4
2001	3.7	3.5	2.9	3.3	3.6	3.2	2.7	2.7	2.6	2.1	1.9	1.6	2.8
2002	1.1	1.1	1.5	1.6	1.2	1.1	1.5	1.8	1.5	2.0	2.2	2.4	1.6
2003	2.6	3.0	3.0	2.2	2.1	2.1	2.1	2.2	2.3	2.0	1.8	1.9	2.3
2004	1.9	1.7	1.7	2.3	3.1	3.3	3.0	2.7	2.5	3.2	3.5	3.3	2.7
2005	3.0	3.0	3.1	3.5	2.8	2.5	3.2	3.6	4.7	4.3	3.5	3.4	3.4
2006	4.0	3.6	3.4	3.5	4.2	4.3	4.1	3.8	2.1	1.3	2.0	2.5	3.2
2007	2.1	2.4	2.8	2.6	2.7	2.7	2.4	2.0	2.8	3.5	4.3	4.1	2.8
2008	4.3	4.0	4.0	3.9	4.2	5.0	5.6	5.4	4.9	3.7	1.1	0.1	3.8
2009	0.0	0.2	-0.4	-0.7	-1.3	-1.4	-2.1	-1.5	-1.3	-0.2	1.8	2.7	-0.4
2010	2.6	2.1	2.3	2.2	2.0	1.1	1.2	1.1	1.1	1.2	1.1	1.5	1.6
2011	1.6	2.1	2.7	3.2	3.6	3.6	3.6	3.8	3.9	3.5	3.4	3.0	3.2
2012	2.9	2.9	2.7	2.3	1.7	1.7	1.4	1.7	2.0	2.2	1.8	1.7	2.1
2013	1.6	2.0	1.5	1.1	1.4	1.8	2.0	1.5	1.2	1.0	1.2	1.5	1.5
2014	1.6	1.1	1.5	2.0	2.1	2.1	2.0	1.7	1.7	1.7	1.3	0.8	1.6
2015	-0.1	0.0	-0.1	-0.2	0.0	0.1	0.2	0.2	0.0	0.2	0.5	0.7	0.1
2016	1.4	1.0	0.9	1.1	1.0	1.0	0.8	1.1	1.5	1.6	1.7	2.1	1.3
2017	2.5	2.7	2.4	2.2	1.9	1.6	1.7	1.9	2.2	2.0	2.2	2.1	2.1
2018	2.1	2.2	2.4	2.5	2.8	2.9	2.9	2.7	2.3	2.5	2.2	1.9	2.4
2019	1.6	1.5	1.9	2.0	1.8	1.6	1.8	1.7	1.7	1.8	2.1	2.3	1.8
2020	2.5	2.3	1.5	0.3	0.1	0.6	1.0	1.3	1.4	1.2	1.2	1.4	1.2
2021	1.4	1.7	2.6	4.2	5.0	5.4	5.4	5.3	5.4	6.2	6.8	7.0	4.7
2022	7.5	7.9	8.5	8.3	8.6	9.1	8.5	8.3	8.2	7.7	7.1	6.5	8.0
2023	6.4	6.0	5.0	4.9	4.0	3.0	3.2	3.7	3.7	3.2	3.1	3.4	4.1
2024	3.1	3.2	3.5	3.4	3.3	3.0	2.9	2.5	2.4	2.6	2.7	2.9	2.9
2025	3.0	2.8	2.4	2.3	2.4	2.7	2.7	2.9	3.0		2.7	2.7	2.6
2026	2.4	2.4	3.3	3.8	4.2	3.5	3.4	3.4					
Footnotes													
(1) Data unavailable due to the 2025 lapse in appropriations													
Source: US Bureau of Labor Statistics													

Consumer Price Index for all Urban Wage Earners and Clerical Workers (CPI-W), Not Seasonally Adjusted
U.S. City Average All Items 1982-1984=100 (R)=Revised

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Avg
1997	156.3	156.8	157.0	157.2	157.2	157.4	157.5	157.8	158.3	158.5	158.5	158.2	157.6
1998	158.4	158.5	158.7	159.1	159.5	159.7	159.8	160.0	160.2	160.6	160.7	160.7	159.7
1999	161.0	161.1	161.4	162.7	162.8	162.8	163.3	163.8	164.7	165.0	165.1	165.1	163.2
2000	165.6	166.5	167.9	168.0	168.2	169.2	169.4	169.3	170.4	170.6	170.9	170.7	168.9
2001	171.7	172.4	172.6	173.5	174.4	174.6	173.8	173.8	174.8	174.0	173.7	172.9	173.5
2002	173.2	173.7	174.7	175.8	175.8	175.9	176.1	176.6	177.0	177.3	177.4	177.0	175.9
2003	177.7	179.2	180.3	179.8	179.4	179.6	179.6	180.3	181.0	180.7	180.2	179.9	179.8
2004	180.9	181.9	182.9	183.5	184.7	185.3	184.9	185.0	185.4	186.5	186.8	186.0	184.5
2005	186.3	187.3	188.6	190.2	190.0	190.1	191.0	192.1	195.0	195.2	193.4	192.5	191.0
2006	194.0	194.2	195.3	197.2	198.2	198.6	199.2	199.6	198.4	197.0	196.8	197.2	197.1
2007	197.559	198.544	200.612	202.130	203.661	203.906	203.700	203.199	203.889	204.338	205.891	205.777	202.767
2008	206.744	207.254	209.147	210.698	212.788	215.223	216.304	215.247	214.935	212.182	207.296	204.813	211.053
2009	205.700	206.708	207.218	207.925	208.774	210.972	210.526	211.156	211.322	211.549	212.003	211.703	209.630
2010	212.568	212.544	213.525	213.958	214.124	213.839	213.898	214.205	214.306	214.623	214.750	215.262	213.967
Footnotes													
(1) Data unavailable due to the 2025 lapse in appropriations													
Source: US Bureau of Labor Statistics													

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Avg
2011	216.400	217.535	220.024	221.743	222.954	222.522	222.686	223.326	223.688	223.043	222.813	222.166	221.575
2012	223.216	224.317	226.304	227.012	226.600	226.036	225.568	227.056	228.184	227.974	226.595	225.889	226.229
2013	226.520	228.677	229.323	228.949	229.399	230.002	230.084	230.359	230.537	229.735	229.133	229.174	229.324
2014	230.040	230.871	232.560	233.443	234.216	234.702	234.525	234.030	234.170	233.229	231.551	229.909	232.771
2015	228.294	229.421	231.055	231.520	232.908	233.804	233.806	233.366	232.661	232.373	231.721	230.791	231.810
2016	231.061	230.972	232.209	233.438	234.436	235.289	234.771	234.904	235.495	235.732	235.215	235.390	234.076
2017	236.854	237.477	237.656	238.432	238.609	238.813	238.617	239.448	240.939	240.573	240.666	240.526	239.051
2018	241.919	242.988	243.463	244.607	245.770	246.196	246.155	246.336	246.565	247.038	245.933	244.786	245.146
2019	245.133	246.218	247.768	249.332	249.871	249.747	250.236	250.112	250.251	250.894	250.644	250.452	249.222
2020	251.361	251.935	251.375	249.515	249.521	251.054	252.636	253.597	254.004	254.076	253.826	254.081	252.248
2021	255.296	256.843	258.935	261.237	263.612	266.412	267.789	268.387	269.086	271.552	273.042	273.925	265.510
2022	276.296	278.943	283.176	284.575	288.022	292.542	292.219	291.629	291.854	293.003	292.495	291.051	287.984
2023	293.565	295.057	296.021	297.730	298.382	299.394	299.899	301.551	302.257	302.071	301.224	300.728	298.990
2024	302.201	304.284	306.502	307.811	308.163	308.054	308.501	308.640	309.046	309.358	308.998	309.067	307.552
2025	311.172	312.460	313.250	314.243	314.839	315.945	316.349	317.306	318.139	(1) -	317.414	317.014	315.285
2026	317.942	319.422	323.500	326.541	328.829	327.075	327.104	328.481					
Percent Change from 12 months ago													
1998	1.3%	1.1%	1.1%	1.2%	1.5%	1.5%	1.5%	1.4%	1.2%	1.3%	1.4%	1.6%	1.3%
1999	1.6	1.6	1.7	2.3	2.1	1.9	2.2	2.4	2.8	2.7	2.7	2.7	2.2
2000	2.9	3.4	4.0	3.3	3.3	3.9	3.7	3.4	3.5	3.4	3.5	3.4	3.5
2001	3.7	3.5	2.8	3.3	3.7	3.2	2.6	2.7	2.6	2.0	1.6	1.3	2.7
2002	0.9	0.8	1.2	1.3	0.8	0.7	1.3	1.6	1.3	1.9	2.1	2.4	1.4
2003	2.6	3.2	3.2	2.3	2.0	2.1	2.0	2.1	2.3	1.9	1.6	1.6	2.2
2004	1.8	1.5	1.4	2.1	3.0	3.2	3.0	2.6	2.4	3.2	3.7	3.4	2.6
2005	3.0	3.0	3.1	3.7	2.9	2.6	3.3	3.8	5.2	4.7	3.5	3.5	3.5
2006	4.1	3.7	3.6	3.7	4.3	4.5	4.3	3.9	1.7	0.9	1.8	2.4	3.2
2007	1.8	2.2	2.7	2.5	2.8	2.7	2.3	1.8	2.8	3.7	4.6	4.3	2.9
2008	4.6	4.4	4.3	4.2	4.5	5.6	6.2	5.9	5.4	3.8	0.7	-0.5	4.1
2009	-0.5	-0.3	-0.9	-1.3	-1.9	-2.0	-2.7	-1.9	-1.7	-0.3	2.3	3.4	-0.7
2010	3.3	2.8	3.0	2.9	2.6	1.4	1.6	1.4	1.4	1.5	1.3	1.7	2.1
2011	1.8	2.3	3.0	3.6	4.1	4.1	4.1	4.3	4.4	3.9	3.8	3.2	3.6
2012	3.1	3.1	2.9	2.4	1.6	1.6	1.3	1.7	2.0	2.2	1.7	1.7	2.1
2013	1.5	1.9	1.3	0.9	1.2	1.8	2.0	1.5	1.0	0.8	1.1	1.5	1.4
2014	1.6	1.0	1.4	2.0	2.1	2.0	1.9	1.6	1.6	1.5	1.1	0.3	1.5
2015	-0.8	-0.6	-0.6	-0.8	-0.6	-0.4	-0.3	-0.3	-0.6	-0.4	0.1	0.4	-0.4
2016	1.2	0.7	0.5	0.8	0.7	0.6	0.4	0.7	1.2	1.4	1.5	2.0	1.0
2017	2.5	2.8	2.3	2.1	1.8	1.5	1.6	1.9	2.3	2.1	2.3	2.2	2.1
2018	2.1	2.3	2.4	2.6	3.0	3.1	3.2	2.9	2.3	2.7	2.2	1.8	2.5
2019	1.3	1.3	1.8	1.9	1.7	1.4	1.7	1.5	1.5	1.6	1.9	2.3	1.7
2020	2.5	2.3	1.5	0.1	-0.1	0.5	1.0	1.4	1.5	1.3	1.3	1.4	1.2
2021	1.6	1.9	3.0	4.7	5.6	6.1	6.0	5.8	5.9	6.9	7.6	7.8	5.3
2022	8.2	8.6	9.4	8.9	9.3	9.8	9.1	8.7	8.5	7.9	7.1	6.3	8.5
2023	6.3	5.8	4.5	4.6	3.6	2.3	2.6	3.4	3.6	3.1	3.0	3.3	3.8
2024	2.9	3.1	3.5	3.4	3.3	2.9	2.9	2.4	2.2	2.4	2.6	2.8	2.9
2025	3.0	2.7	2.2	2.1	2.2	2.6	2.5	2.8	2.9		2.7	2.6	2.5
2026	2.2	2.2	3.3	3.9	4.4	3.5	3.4	3.5					
Footnotes													
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