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**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**IN AND FOR THE COUNTY OF LOS ANGELES**

CARLOS ANDRES GONZALEZ, an individual,  
in his representative capacity on behalf of the State  
of California, as a private attorney general,

Plaintiff,

vs.

PCH VENTURE GROUP, INC., dba JACK IN  
THE BOX, a California Corporation; PCH  
VENTURE GROUP EAST, INC., a California  
Corporation, DOES 1-50, Inclusive,

Defendants.

Case No. 24TRCV02501

**DECLARATION OF SHANI O. ZAKAY,  
ESQ., IN SUPPORT OF MOTION TO  
APPROVE PAGA SETTLEMENT**

Date: June 9, 2026

Time: 8:30 a.m.

Judge: Hon. David K. Reinert

Dept: P

1 I, SHANI O. ZAKAY, declare as follows:

2 1. I am the managing partner of Zakay Law Group, APLC, and co-counsel of record for  
3 Plaintiff CARLOS ANDRES GONZALEZ (“Plaintiff”). As such, I am fully familiar with the facts,  
4 pleadings, and history of the matter. I am submitting this declaration in support of Plaintiff’s Motion  
5 to Approve PAGA Settlement.

6 **I. EXHIBITS**

7 2. Attached hereto as **Exhibit #1** is a true and correct copy of the fully executed PAGA  
8 Settlement Agreement (“Agreement” or “Settlement Agreement”).

9 3. Attached hereto as **Exhibit #2** is a true and correct copy of a detailed breakdown of the  
10 total fees and the services performed by my firm on this case. The attached shows that Zakay Law  
11 Group, APLC billed a total of 47.2 hours for a total of \$33,355.00 successfully litigating this action.

12 4. Attached hereto as **Exhibit #3** is a true and correct copy of the Zakay Law Group, Cost  
13 Summary detailing the actually incurred litigation expenses by the Zakay Law Group APLC, for this  
14 matter as of May 13, 2026. As shown in detail in the attached transaction summary, Zakay Law Group,  
15 APLC incurred a total of \$9,664.23 in litigation costs prosecuting this action.

16 5. Attached hereto as **Exhibit #4** is a true and correct copy of Zakay Law Group, APLC  
17 “Firm Resume” detailing some of the major cases Zakay Law Group, APLC has undertaken.

18 6. Attached hereto as **Exhibit #5** is a true and correct copy of the proof of filing with the  
19 Labor and Workforce Development Agency notice of this settlement with the Settlement Agreement  
20 and Motion for PAGA Settlement Approval evidencing Class Counsel’s compliance with California  
21 Labor Code Section 2699(s)(2).

22 **II. LODESTAR**

23 7. As of May 13, 2026, Zakay Law Group, APLC incurred lodestar totaling \$33,355.00 in  
24 this matter. I have reviewed my firm’s lodestar in this matter and believe the charges are reasonable  
25 and were reasonably necessary to the conduct of the case. My firm has worked more than 47 hours  
26 prosecuting these claims with the attorneys’ hourly fee rates for attorneys at \$600- \$800, resulting in  
27 the current lodestar. *See* Exhibit 1.  
28

1           8.     Additionally, Counsel will be performing additional work, including finalizing the orders  
2 and judgment and monitoring completion of the settlement distribution. I expect this additional work  
3 will result in additional loadstar, bringing the multiplier even lower.

4           9.     The rates charged by my firm are in line with the prevailing rates of attorneys in the local  
5 legal community for similar work and, if this were a commercial matter, these are the charges that would  
6 be made and presented to the client. These hourly rates have been approved by Court's throughout  
7 California, including the Courts in the Superior Court of California. Finally, the reasonableness of  
8 Counsel's hourly rates is further confirmed by comparing such rates with the rates of comparable  
9 counsel practicing complex and class litigation as detailed in the National Law Journal Billing Survey.  
10 See e.g. *Zest IP Holdings, LLC v. Implant Direct MFG, LLC*, 2014 U.S. Dist. LEXIS 167563 (S.D. Cal.  
11 2014) (finding that "Mayer Brown's \$775 average billing rate for partners" and "Mayer Brown's \$543  
12 average associate billing rate" are reasonable rates when compared within 21 other firms practicing in  
13 the Southern District of California). This survey is useful to show that Counsel's rates are in line with  
14 the comparable rates of the defense counsel that opposes these types of class claims, such as Mayer  
15 Brown. In another example, Sheppard Mullin Richter & Hampton, who is opposing counsel in many  
16 cases prosecuted by Counsel charges rates as high as \$875 for partners and \$535 for associates.  
17 Similarly, Paul Hastings, another opposing counsel in these types of cases, charges between \$900 and  
18 \$750 for partners and \$755 and \$335 for associates. Thus, the rates charged by Counsel for comparable  
19 work are less than these examples and are therefore undoubtedly reasonable.

### 20     **III.    COSTS**

21           10.    As part of the Settlement Agreement, the parties agreed that Counsel may seek  
22 reimbursement of expenses incurred as documented in Counsel's billing records as part of the Counsel  
23 Award. Attached hereto as Exhibit #2 is a true and correct copy of the Zakay Law Group, Cost Summary  
24 detailing the actually incurred litigation expenses by the Zakay Law Group APLC, for this matter as of  
25 May 13, 2026. As shown in detail in the attached Cost Summary, the Zakay Law Group incurred a total  
26 of \$9,664.23 in litigation costs prosecuting this action.

27           11.    These litigation expenses include the expenses incurred for mediation fees, expert costs  
28 and filing fees, all of which are costs normally billed to and paid by the client. The costs were

1 reasonably incurred by Counsel in the prosecution of this matter and are set forth in detail in the  
2 contemporaneous billing records attached hereto.

#### 3 **IV. EXPERIENCE**

4 12. Over the course of the litigation during the last 2 years, a number of attorneys have  
5 worked on this matter. Their credentials are reflected in the Zakay Law Group, APLC firm resume, a  
6 true and correct copy of which is attached hereto as Exhibit #4. Some of the major cases my firm has  
7 undertaken are also set forth in Exhibit #4. The attorneys involved in this matter have had class litigation  
8 experience, much of it in employment class actions, unfair business practices and other complex  
9 litigation. I have experience in cases involving labor code violations and meal and rest break claims.  
10 Counsel has litigated similar labor law cases against other employers on behalf of employees. Counsel  
11 have been approved as experienced Counsel throughout California. It is this level of experience which  
12 enabled the firms to undertake the instant matter and to successfully combat the resources of the  
13 defendant and their capable and experienced counsel. Because of the concerted and dedicated effort  
14 this case required to properly handle and prosecute, Counsel was precluded from taking other cases,  
15 and in fact, had to turn away other potential fee generating cases.

#### 16 **V. INTRODUCTION**

17 13. An objective evaluation of the proposed settlement confirms that the relief negotiated on  
18 behalf of the Aggrieved Employees and the LWDA is fair, reasonable, and valuable. The Settlement is  
19 a product of informed, adversarial, and non-collusive and mediated negotiations between experienced  
20 counsel.

#### 21 **VI. PERTINENT FACTUAL AND PROCEDURAL BACKGROUND**

22 14. On May 22, 2024, Plaintiff, on behalf of himself and on behalf of other Aggrieved  
23 Employees, submitted LWDA with a Notice of Violations (“PAGA Notice”) memorializing claims  
24 against Defendant for alleged violations of the California Labor Code, including causes of action for  
25 failure to provide compliant meal and rest periods; failure to accurately compensate for missed meal  
26 and rest periods; failure to pay all minimum, regular, and overtime wages; failure to provide accurate  
27 itemized wage statements; failure to provide suitable seating, failure to reimburse business expenses,  
28

1 and failure to timely pay wages due during, and upon termination of employment. (LWDA Case No.  
2 LWDA-CM-1029961-24).

3 15. The 65-day “waiting period” on Plaintiff’s right to file a civil action under PAGA, *see* Cal.  
4 Lab. Code § 2699.3(a)(2)(A), lapsed without the LWDA notifying Plaintiff that they intended to  
5 investigate the claims in the PAGA Notice. To date, the LWDA still has not advised Plaintiff of any  
6 intent to take action with respect to the claims in the PAGA Notice.

7 16. On July 29, 2024, Plaintiff filed a representative action complaint against Defendant in the  
8 Superior Court of California, County of Los Angeles, Case Number 24TRCV02501 (the “Action”). The  
9 Action alleged a single cause of action for violations of the Private Attorneys General Act at Cal. Lab.  
10 Code §§ 2698, et seq.

11 17. On July 30, 2024, Plaintiff served an amended PAGA Notice on the LWDA and Defendant  
12 naming a second entity, PCH Venture Group East, Inc. as an additional defendant and joint employer.

13 18. On October 10, 2024, Plaintiff filed a First Amended Complaint (“Operative Complaint”)  
14 adding PCH Venture Group East, Inc. as a defendant in the Action.

15 19. Following further investigation, Plaintiff learned that PCH Venture Group East, Inc. may  
16 have been erroneously named. On June 23, 2025, Plaintiff dismissed PCH Venture Group East, Inc.  
17 without prejudice and on July 30, 2025, Plaintiff notified the LWDA of its abandonment of claims  
18 against this entity.

19 20. On November 12, 2025, the Parties participated in an all-day mediation presided over by  
20 Steven G. Mehta, Esq, an experienced mediator of wage and hour representative actions. In advance  
21 of the mediation, Defendant provided Plaintiff with sufficient information to properly evaluate  
22 Defendant’s potential liability exposure. The data and documents Defendant produced included, but  
23 was not limited to, the total number of Aggrieved Employees, pay periods, employee handbooks, and  
24 time and payroll data for a sampling of the Aggrieved Employees.

25 21. The Parties’ mediation resulted in a settlement of Plaintiff’s PAGA claims after both sides  
26 accepted a mediator’s proposal. After reaching an agreement in principle, the Parties drafted and  
27 negotiated a long-form settlement which is the subject of the instant motion. The Settlement was  
28 negotiated in light of all known facts and circumstances and the uncertainty associated with litigation –

1 including the risk of Plaintiff not being able to maintain representative claims and establishing  
2 manageability, the difficulty of proving Plaintiff's claims in a manageable trial, the merits of  
3 Defendant's potential defenses, and the significant delay and potential appellate issues inherent to  
4 litigation – and was reached after extensive arm's length negotiations, with the assistance of the  
5 mediator.

6 22. The Settlement is intended to fully and finally resolve the Released PAGA Claims asserted  
7 by Plaintiff on behalf of himself, the LWDA, and the State of California. This is only a Settlement of  
8 the PAGA claims for civil penalties and is not a class settlement and does not release the individual  
9 wage and hour claims, if any, of the Aggrieved Employees.

10 23. Pursuant to California Labor Code Section 2699(s), Plaintiff is providing a copy of the  
11 Settlement Agreement and this motion to the LWDA concurrently with the filing of the instant motion  
12 for settlement approval as set forth in the accompanying proof of service. Additionally, Plaintiff will  
13 submit to the LWDA a copy of the Court's judgment and order approving the Settlement Agreement  
14 within ten (10) days after entry of judgment or order.

15 **VII. TERMS OF THE PAGA SETTLEMENT**

16 24. In addition to the Gross Settlement Amount, Defendant has agreed to separately settle  
17 Plaintiff's individual claims set forth in his JAMS Arbitration Demand (JAMS Case No. 5220002948)  
18 pursuant to a separate Individual Settlement Agreement ("Individual Settlement Agreement").  
19 Agreement at § 2.7. Plaintiff releases all of his individual (non-PAGA) claims via the Individual  
20 Settlement Agreement. Plaintiff will file this settlement agreement under seal for the Court to review in  
21 camera, at the Court's request.

22 **VIII. THE COURT SHOULD APPROVE THE PAGA SETTLEMENT**

23 25. The Gross Settlement Amount of \$102,220.00 is fair and reasonable and, therefore,  
24 should be approved. Here, *without stacking* the PAGA penalties, Defendant's alleged liability exposure  
25 is estimated at approximately \$441,377.50 in PAGA penalties. Plaintiff's consultant estimated  
26 Defendant's exposure as follows:

| Claim | Penalty Amount | Number of Pay Periods w/ Violation | Violation Rate |
|-------|----------------|------------------------------------|----------------|
|-------|----------------|------------------------------------|----------------|

|                                                                                                                                |       |       |                               |
|--------------------------------------------------------------------------------------------------------------------------------|-------|-------|-------------------------------|
| <b><i>Meal Period Violations</i></b><br>Cal. Labor Code §§<br>226.7 and 512                                                    | \$50  | 7     | 0.1% of PAGA<br>Pay Periods   |
| <b><i>Rest Period Violations</i></b><br>Cal. Labor Code §§<br>226.7 and 512                                                    | \$50  | 7     | 0.1% of PAGA<br>Pay Periods   |
| <b><i>Unpaid Wages Violations</i></b><br>Cal. Labor Code §§<br>201, 202, 203, 204, 246,<br>1194, 1197, 1997.1, 1198 and<br>558 | \$100 | 2,381 | 50% of<br>PAGA Pay<br>Periods |
| <b><i>Business Reimbursement<br/>Violations</i></b><br>Cal. Labor Code § 2802                                                  | \$100 | 2,381 | 50% of<br>PAGA Pay<br>Periods |
| <b><i>Wage Statement Violations</i></b><br>Cal. Labor Code § 226                                                               | \$100 | 476   | 10% of PAGA<br>Pay Periods    |

26. In instances in which a \$50 penalty was used, this was done for a number of reasons. First, Defendant argued that increased civil penalties for subsequent violations do not apply unless the Plaintiff can present evidence that the Labor Commission or a court notified the employer that it was in violation of the Labor Code. *Bernstein v. Virgin America, Inc.* (2021) 3 F.4th 1127, 1144 citing *Amaral v. Cintas Corp. No. 2* (2008) 163 Cal.App.4th 1157, 1209 [“Until the employer has been notified that it is violating a Labor Code provision ... the employer cannot be presumed to be aware that its continuing underpayment of employees is a ‘violation’ subject to penalties.”].) Separately, Defendant also argued that courts have considerable discretion to reduce the penalty awards under PAGA. *See, e.g. Carrington v. Starbucks Corp.* (2018) 30 Cal.App.5th 504 (reducing the maximum PAGA penalty amount by 90%, at \$5 per pay period). Accordingly, it is unlikely that Plaintiff would recover full penalty amounts even if he prevailed in establishing the underlying Labor Code violations. Pursuant to California Labor Code section 558(a)(1), an employer is subject to a penalty of \$50 for violations of a Labor Code section regulating hours and days of work, including meal period and rest period violations. Thus, because section 558(a)(1) specifically provides for a civil penalty, Plaintiff used a \$50 penalty per violation for the meal and rest break claims.

27. Plaintiff alleges that Defendant failed to provide compliant meal periods under various circumstances. Specifically, Plaintiff alleges that meal periods were often late (i.e. taken after the end

1 of the fifth hour) due to how leanly Defendant allegedly staffed its restaurants. Defendant denied this  
2 claim, contending that all employees have the opportunity to take a meal period prior to the end of the  
3 fifth hour, though some employees may prefer to take this break later in their shift. Defendant further  
4 contended that it maintains compliant policies and practices regarding meal periods. Defendant further  
5 contended that in nearly all instances in which a late meal period was recorded, Defendant paid a meal  
6 period premium. Based on the data provided by Defendant, Plaintiff estimates Defendant's alleged  
7 liability for this claim to be approximately \$400. Plaintiff calculated this by multiplying the number  
8 of pay periods in which a meal period was recorded as late and for which no meal period premium was  
9 paid, by a \$50 penalty.

10 28. Plaintiff alleges that Defendant failed to pay all wages due to Plaintiff and the Aggrieved  
11 Employees due to off-the-clock work performed by the Aggrieved Employees. Specifically, Plaintiff  
12 alleges that when arriving at work for the night shift, the door would be locked, and he would need to  
13 wait for another employee to open the door, which could take as long as five minutes, depending on  
14 how busy the restaurant was at that time. Plaintiff also alleges that he was sometimes asked to work  
15 for several hours after his shift ended, and for this time, he would be paid in cash, to avoid incurring  
16 overtime or split shift premiums. Defendant denies these allegations, notes that it maintains strict  
17 policies against working off-the-clock, and further contends that it has no knowledge of any procedure  
18 in which Aggrieved Employees were paid in cash to avoid overtime. To the extent this occurred,  
19 Defendant contends that this was isolated to Plaintiff. Taking into account Defendant's defenses,  
20 Plaintiff estimates Defendant's alleged exposure for this claim to be approximately \$190,520.00.  
21 Plaintiff calculated this by assuming that approximately half of the shifts worked were night shifts and  
22 applied a 25% discount to account for locations where this may not have been standard procedure.

23 29. Plaintiff also alleged that Defendant failed to provide compliant rest periods.  
24 Specifically, Plaintiff alleges he and the Aggrieved Employees missed rest breaks anywhere from 4-7  
25 times per week. There was no schedule in place to allow for employees to take a rest break, and  
26 Aggrieved Employees had to wait for their team leader to instruct them to take a rest break. Defendant  
27 denied these allegations and also argued that Plaintiff's rest break claim would have mainly relied on  
28 the testimony of Aggrieved Employees, making it a riskier claim. Establishing liability likely would



1 have entailed competing testimony stating either rest breaks were taken, or rest breaks were voluntarily  
2 waived. See, e.g., *Ordonez v. Radio Shack, Inc.* (C.D. Cal. Jan. 17, 2013) 2013 WL 210223, at \*11  
3 (“Because of the competing testimony before the Court, plaintiff’s evidence that defendant may have  
4 an illegal, written rest break policy is insufficient for this Court to find that common issues  
5 predominate.”); *Villa v. United Site Servs. of California, Inc.* (N.D. Cal. Nov. 13, 2012) 2012 WL  
6 5503550, at \*8 (“Indeed, Plaintiff’s own evidence confirms that the written policy does not generate  
7 uniform practices”). Plaintiff estimates Defendant’s alleged exposure for this claim to be  
8 approximately \$400. Plaintiff calculated this by assuming the same violation rates as meal periods,  
9 and taking into account Defendant’s defenses listed above.

10 30. Plaintiff alleged Defendant failed to reimburse Aggrieved Employees for all necessary  
11 business expenses. Specifically, Plaintiff asserts that he and other Aggrieved Employees were required  
12 to use personal cell phones in order to receive and respond to work-related communications from  
13 supervisors. Defendant denied that any Aggrieved Employees were required to use their personal cell  
14 phones. Plaintiff estimated Defendant’s alleged exposure for this claim to be \$238,150.00. Plaintiff  
15 calculated this by assuming one violation per month, which is the frequency with which Plaintiff  
16 alleges Defendant should have reimbursed Aggrieved Employees for personal cell phone use.

17 31. Lastly, Plaintiff alleges that Defendant furnished the Aggrieved Employees with wage  
18 statements that failed to comply with Labor Code Section 226(a)(2) in instances in which Aggrieved  
19 Employees received holiday pay. In these instances, the field reflecting the total hours worked on the  
20 wage statement overcounted the total hours worked. Defendant contends that holiday pay was paid  
21 infrequently, and further, that the Aggrieved Employees would be unable to establish any “injury”  
22 resulting from non-compliance, as required by Labor Code Section 226(e). Taking Defendant’s  
23 defenses into account, Plaintiff estimated Defendant’s alleged exposure for this claim to be \$23,815.00.  
24 Plaintiff calculated this by assuming the error occurred on approximately 10% of wage statements and  
25 discounted this by 50% to account for Defendant’s defense that no injury resulted.

26 32. Defendant argued that it can only be assessed civil penalties for actual violations of the  
27 Labor Code. See Lab. Code § 2699(f)(2). In other words, to recover any civil penalties, Plaintiff would  
28 be required to prove the underlying Labor Code violations. (*Cardenas v. McLane Foodservice, Inc.*,

1 2011 U.S. Dist. LEXIS 13126, \*10 (C.D. Cal. 2011) [“Given the statutory language [of PAGA], a  
2 plaintiff cannot recover on behalf of individuals whom the plaintiff has not proven suffered a violation  
3 of the Labor Code by the defendant.”].) To do this, Plaintiff would need to prove each Aggrieved  
4 Employee was subject to the alleged Labor Code violation, which would be difficult to do, as  
5 Defendant denies any liability or wrongdoing of any kind associated with the claims alleged in this  
6 action.

7 33. Given Defendant’s defenses to the claimed Labor Code violations at issue, the risks and  
8 costs of continued litigation, Plaintiff and PAGA Counsel believe that the Gross Settlement Amount  
9 is fair and reasonable. This settlement was negotiated by experienced counsel at arm's length.

10 **IX. THE PAGA COUNSEL FEES PAYMENT IS FAIR AND REASONABLE**

11 34. The requested PAGA Counsel Fees Payment of \$48,441.54, comprised of \$30,406.67 for  
12 attorneys’ fees and reimbursement of litigation expenses of \$18,034.87 is fair, reasonable, and justified  
13 by the result achieved.

14 35. At the time this case was brought, the result was far from certain. Defendant’s defenses  
15 to the merits of the case created difficulties with proof and complex legal issues for PAGA Counsel to  
16 overcome. Here, several defenses asserted by Defendant presented serious threats to the claims of  
17 Plaintiff and the Aggrieved Employees. Defendant asserted that its employment practices complied  
18 with all applicable labor laws. If successful, Defendant’s factual and legal defenses would eliminate  
19 *any recovery* to the Aggrieved Employees. While Plaintiff believes that these defenses could be  
20 overcome, Defendant maintains that these defenses have merit and therefore present a serious risk to  
21 recovery. The Settlement was possible because, in PAGA Counsels’ eyes, PAGA Counsel was able to  
22 persuade Defendant that there was an appreciable risk that Plaintiff would prevail on the factual and  
23 legal issues underlying liability and overcome difficulties in proof as to monetary relief.

24 I declare under penalty of perjury under the laws of the State of California that the foregoing is  
25 true and correct. Executed this 13th day of May, 2026, at San Diego, California.

26 By:   
27 Shani O. Zakay, Esq.  
28 Attorney for PLAINTIFF

# **EXHIBIT 1**

# PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement (“Agreement”) is made by and between plaintiff Carlos Andres Gonzalez (“Plaintiff”) and Defendant PCH VENTURE GROUP, INC. The Agreement refers to Plaintiff and Defendant collectively as “Parties,” or individually as “Party.”

## 1. DEFINITIONS.

- 1.1. “Action” or “Operative Complaint” means the Plaintiff’s PAGA lawsuit alleging wage and hour violations against Defendant captioned *Carlos Andres Gonzalez v. PCH Venture Group, Inc.*, Case No. 24TRCV02501 initiated on July 29, 2024, and pending in Superior Court of the State of California, County of Los Angeles, and the amended complaint filed on October 10, 2024.
- 1.2. “Administrator” means ILYM, the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with approval of this Settlement.
- 1.4. “Aggrieved Employee” or “Aggrieved Employees” means all current and former non-exempt employees who are or previously were employed by Defendant, including any employees staffed with Defendant by a third party, in California at any time during the PAGA Period.
- 1.5. “Aggrieved Employee Data” means Aggrieved Employee identifying information in Defendant’s possession including the Aggrieved Employee’s name, last-known mailing address, Social Security number, and number of PAGA Pay Periods worked.
- 1.6. “Aggrieved Employee Address Search” means the Administrator’s investigation and search for current Aggrieved Employee mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Aggrieved Employees.
- 1.7. “Court” means the Superior Court of California, County of Los Angeles.
- 1.8. “Defendant” means PCH VENTURE GROUP, INC., a California Corporation.
- 1.9. “Defense Counsel” means Beth A. Kahn, Esq., Carol A. Humiston, Esq., and Laura P. Birnbaum, Esq. and of Musick, Peeler & Garrett LLP.
- 1.10. “Effective Date” means the date on which the Settlement Approval Order becomes final. For purposes of this Section, the Settlement Approval Order “becomes final” only after

the Court grants the motion for approval of Settlement and upon service of the notice of entry of Settlement Approval Order and/or Judgment, and upon the latter of: (i) if no appeal is filed, the expiration date of the time for the filing or noticing of any appeal from, or other challenge to, the Settlement Approval Order and/or Judgment (this time period shall not be less than sixty (60) calendar days after the Court's Order is entered); (ii) the date of affirmance of an appeal of Settlement Approval Order and/or Judgment becomes final under the California Rules of Court; or (iv) the date of final dismissal of any appeal from the Settlement Approval Order and/or Judgment or the final dismissal of any proceeding on review of any court of appeal decision relating to the Settlement Approval Order and/or Judgment.

- 1.11. "Funding Date" means no later than fifteen (15) calendar days after the Effective Date and is the date on which Defendants shall fund the Gross Settlement Amount to the Administrator.
- 1.12. "Gross Settlement Amount" means One Hundred Two Thousand Two Hundred Twenty Dollars and Zero Cents (\$102,220.00) which is the total amount Defendant agrees to pay under the Settlement subject to adjustment pursuant to Paragraph 8 below. The Gross Settlement Amount will be used to pay Plaintiff's mediation fee (\$11,000.00), the Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment.
- 1.13. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of twenty-five percent (25%) of the Net Settlement Amount calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period.
- 1.14. "Judgment" means the judgment entered by the Court based upon the approval of the Settlement.
- 1.15. "LWDA" means the California Labor and Workforce Development Agency.
- 1.16. "LWDA PAGA Payment" means the 75% of the Net Settlement Amount paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.17. "Net Settlement Amount" or "NSA" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, Plaintiff's mediation fee of \$11,000 and the Administration Expenses Payment. The Net Settlement Amount shall be used to satisfy Plaintiff's claims for civil penalties arising under PAGA asserted on behalf of the Aggrieved Employees and the LWDA. Twenty-five percent (25%) of the NSA shall be allocated to the Aggrieved Employees ("Individual PAGA Payment") and distributed based on the pro rata number of Pay Periods worked by each Aggrieved Employee during the PAGA Period. Seventy-five percent (75%) of the NSA shall be paid to the LWDA ("LWDA PAGA Payment").
- 1.18. "Notice of PAGA Settlement" means the notice to be provided to the Aggrieved

Employees by the Administrator in the form set forth as **Exhibit A** to this Agreement.

- 1.19. "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698 et seq.).
- 1.20. "PAGA Counsel" means Jean-Claude Lapuyade, Esq., of JCL Law Firm, APC and Shani Zakay, Esq., of Zakay Law Group, APLC, the attorneys representing the Plaintiff in the Action.
- 1.21. "PAGA Counsel Fees Payment" and "PAGA Counsel Litigation Expenses Payment" mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys' fees and expenses, respectively, incurred to prosecute the Action.
- 1.22. "PAGA Notice" means Plaintiff's May 22, 2024 letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a), and the amended PAGA notice dated July 30, 2024.
- 1.23. "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.
- 1.24. "PAGA Period" means the period from May 22, 2023, through February 10, 2026.
- 1.25. "Plaintiff" means Carlos Andres Gonzalez, the named plaintiff in the Action.
- 1.26. "Released PAGA Claims" means the claims being released by Plaintiff, State of California, Aggrieved Employees, and PAGA Counsel and as set forth in Paragraph 5.1 below.
- 1.27. "Released Parties" means: Defendant and each of its former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, parent companies, subsidiaries, franchisors, agents, and affiliates.
- 1.28. "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.
- 1.29. "Settlement Approval Order" means the proposed Court Order Granting Settlement Approval of PAGA Settlement.

## **2. RECITALS.**

- 2.1. On July 29, 2024, Plaintiff commenced this Action by filing a Representative Action Complaint in Los Angeles County Superior Court, Case No. 24TRCV02501, alleging a single cause of action against Defendant for violations of the Private Attorneys General Act [Labor Code sections 2698 et seq.].
- 2.2. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave written notice to the LWDA by sending the PAGA Notice.
- 2.3. On July 30, 2024, Plaintiff submitted an amended PAGA Notice adding Defendant PCH

Venture Group East, Inc. On October 10, 2024, Plaintiff filed a First Amended Complaint adding Defendant PCH Venture Group East, Inc. On June 23, 2025, PCH Venture Group East, Inc. was dismissed without prejudice.

- 2.4. All class claims were previously dismissed without prejudice in the *Carlos Andres Gonzalez v. PCH Venture Group, Inc.* complaint, Los Angeles Superior Court, Case No. 24STCV12974.
- 2.5. On November 12, 2025, the Parties participated in an all-day mediation presided over by Steven G. Mehta, Esq., which led to this Agreement to settle the Action.
- 2.6. Prior to mediation, Plaintiff obtained, through informal discovery, timekeeping records, and payroll records for the Aggrieved Employees.
- 2.7. Separate from and in addition to this PAGA settlement, Plaintiff and Defendant are entering into an individual settlement agreement in consideration for Plaintiff's agreement to execute a general release of his individual claims pursuant to California Civil Code Section 1542. The individual settlement is documented in a separate agreement executed contemporaneously with this Agreement and is not part of the Gross Settlement Amount.
- 2.8. The Parties, PAGA Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

### **3. MONETARY TERMS.**

- 3.1 Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below, Defendant promises to pay One Hundred Two Thousand Two Hundred Twenty Dollars and Zero Cents (\$102,220.00) as the Gross Settlement Amount. Defendant has no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.
- 3.2 Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Settlement Approval:
  - 3.2.1 To PAGA Counsel: A PAGA Counsel Fees Payment of not more than one-third of Ninety One Thousand, Two Hundred Twenty Dollars and Zero Cents (\$91,220.00) which is the Gross Settlement Amount less the Eleven Thousand Dollar (\$11,000.00) Mediation Fee which will be paid directly to the mediator for payment of mediation services. The PAGA Counsel Fees Payment is currently estimated to be Thirty Thousand Four Hundred and Six Dollars and Sixty-Seven Cents (\$30,406.67) and PAGA Counsel Litigation Expenses Payment of not more than Twenty Thousand

Dollars and Zero Cents (\$20,000.00). Defendant will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. Plaintiff and/or PAGA Counsel will file an application or motion for PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment no later than sixteen (16) court days prior to the Settlement Approval Hearing. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to PAGA Counsel or any other Plaintiff's Counsel arising from any claim to any portion of any PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments.

- 3.2.2 To the Administrator: An Administrator Expenses Payment not to exceed Four Thousand Two Hundred and Fifty Dollars and Zero Cents (\$4,250.00) except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less than \$4,250.00 or the Court approves payment less than \$4,250.00, the Administrator will retain the remainder in the Net Settlement Amount.
- 3.2.3 To the Mediator: A Mediation Fee of Eleven Thousand Dollars and Zero Cents (\$11,000.00), which will be paid directly to the mediator (Mediation Offices of Steven G. Mehta, Esq.) for payment of mediation services. This amount is not included in the PAGA Counsel Fees Payment calculation.
- 3.2.4 To the LWDA and Aggrieved Employees: The Net Settlement Amount (NSA) in the amount of Thirty Six Thousand, Five Hundred Sixty Three and Thirty-Three Cents (\$36,563.33) to be paid from the Gross Settlement Amount, with seventy-five percent (75%) or Twenty Seven Thousand, Four Hundred Twenty Two Dollars and Fifty Cents (\$27,422.50) allocated to the LWDA PAGA Payment and twenty-five percent (25%) or Nine Thousand, One Hundred and Forty Dollars and Eighty Three Cents (\$9,140.83) allocated to the Individual PAGA Payments.
  - 3.2.4.1 The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' twenty-five (25%) share of PAGA Penalties (\$9,140.83) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.
  - 3.2.4.2 The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.



#### **4. SETTLEMENT FUNDING AND PAYMENTS.**

- 4.1. Aggrieved Employee Pay Periods. Defendant estimates there are approximately 174 Aggrieved Employees who worked a total of approximately 5,161 PAGA Pay Periods at the time of mediation.
- 4.2. Aggrieved Employee Data. Within fifteen (15) days after the Court grants Approval of the Settlement, Defendant will deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employees' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify PAGA Counsel if it discovers that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Aggrieved Employee Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.
- 4.3. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount on the Funding Date by transmitting the funds to the Administrator no later than fifteen (15) calendar days after the Effective Date. The Administrator shall hold the Gross Settlement Amount or any portion of it in bank accounts insured by the Federal Deposit Insurance Corporation (i.e. FDIC).
- 4.4. Payments from the Gross Settlement Amount. Within fourteen (14) calendar days after Defendant fully funds the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, Plaintiff's Mediation Fee, the PAGA Counsel Fees Payment, and the PAGA Counsel Litigation Expenses Payment.
  - 4.4.1. The Administrator will issue checks for the Individual PAGA Payments and send them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database. The distribution of the Individual PAGA Payments shall be accompanied by the PAGA Notice.
  - 4.4.2. The Administrator must conduct an Aggrieved Employee Address Search for all Aggrieved Employees whose checks are returned undelivered without USPS forwarding address. Within seven (7) days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an

address ascertained through the Aggrieved Employee Address Search. The Administrator need not take further steps to deliver checks to Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Aggrieved Employee whose original check was lost or misplaced, requested by the Aggrieved Employee prior to the void date.

4.4.3. For any Aggrieved Employee who's Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee.

4.4.4. The payment of Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to the Aggrieved Employees (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

**5. RELEASES OF CLAIMS.** Effective on the date when Defendant fully funds the entire Gross Settlement Amount, the State of California, Aggrieved Employees, and Plaintiff, on behalf of himself and the Aggrieved Employees, will release claims against all Released Parties as follows:

5.1 Release by Aggrieved Employees: Upon full funding of the Settlement, the State of California, Aggrieved Employees, and Plaintiff, on behalf of himself and as representative for the Aggrieved Employees, and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, are deemed to release the Released Parties from all claims for PAGA Penalties that could have been sought by the LWDA for the violations that were alleged, or reasonably could have been alleged, based on the facts and allegations in the Operative Complaint that are alleged to have occurred during the PAGA Period and/or Plaintiff's PAGA Notice, including, but not limited to, failure to pay minimum wages, failure to pay overtime wages, failure to provide meal periods or to pay required meal premiums in lieu thereof, failure to provide rest periods or to pay required rest premiums in lieu thereof, failure to provide accurate itemized wage statements and unlawful deductions, failure to timely pay wages during employment, failure to timely pay wages upon separation from employment, failure to pay sick pay at the correct rate, failure to pay vacation pay, failure to reimburse business expenses, failure to provide suitable seating, and failure to maintain records and penalties pursuant to the Private Attorneys General Act of 2004, predicated upon violations of the California Labor Code sections 201, 201.3, 202, 203, 204, 210, 218.5, 218.6, 221, 226, 226.2, 226.3, 226.7, 227.3, 246, 510, 512, 558, 1174(d), 1174.5, 1194, 1197, 1197.1, 1197.14, 1198, 1198.5, 1199, 2698 et seq., 2699 et seq., 2699.3, 2699.5 2802, 2804, California Code of Regulations, Title 8, Section 11070(14), and the applicable Industrial Welfare Commission Orders.

The Parties agree there is no statutory right for any Aggrieved Employee to object, opt out or otherwise exclude himself or herself from the Settlement. The Parties further agree there is no right or opportunity under PAGA for any Aggrieved Employee to appeal the approval of the PAGA settlement by the Court. This Agreement shall not be subject to collateral attack by any Aggrieved Employee.

The Released PAGA Claims do not release any Aggrieved Employees' individual claims for

wages. Released PAGA Claims expressly exclude all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and PAGA claims outside the PAGA Period. Plaintiff as representative and Defendant agree and acknowledge that, to the maximum extent permitted by law, the Judgment entered pursuant to this settlement will bind all those who would be bound by a judgment if the Action had been brought by the State of California.

- 5.2 Release of Attorneys' Fees: Plaintiff individually and as Representative releases on behalf of himself and his respective present and former representatives, attorneys, heirs, administrators, agents, successors and assigns, the Released Parties from all claims for the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment incurred in connection with or any way related to, the Action, the PAGA Period facts stated in the Action, and the PAGA Notice, except for the right to enforce the provisions of settlement providing for the payment of Plaintiff's mediation fees, PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment.

**6. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT.** The Parties agree to jointly prepare and file an application or motion for approval of this Settlement.

- 6.1 Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor Code Section 2699, subd. (f)(2) including (i) a draft proposed Order Granting Approval of PAGA Settlement; (ii) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Aggrieved Employee Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Aggrieved Employees or the LWDA; and the nature and extent of any financial relationship with Plaintiff, PAGA Counsel or Defense Counsel; (iii) a signed declaration from PAGA Counsel firm attesting to its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); and (iv) all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Administrator. In their Declarations, Plaintiff and PAGA Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement. Defense Counsel will be given the draft Application or Motion for Approval and will have at least seven (7) business days to provide comments or changes.
- 6.2 Responsibilities of PAGA Counsel. PAGA Counsel is responsible for expeditiously finalizing and filing the application or motion for approval of this Settlement no later than thirty (30) days after the full execution of this Agreement and, if necessary, obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion. PAGA Counsel is responsible for delivering the Court's Settlement Approval Order to the Administrator.

- 6.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed application or motion for approval of this Settlement and/or the supporting declarations and documents, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to try to resolve the disagreement. If the Court does not grant the motion for approval of this Settlement or conditions its approval on any material change to this Agreement, PAGA Counsel and Defense Counsel will expeditiously attempt to work together on behalf of the Parties by meeting in person or by telephone, and in good faith, try to modify the Agreement and otherwise satisfy the Court's concerns.

## **7. SETTLEMENT ADMINISTRATION.**

- 7.1. Selection of Administrator. The Parties have jointly selected ILYM to serve as the Administrator and verified that, as a condition of appointment, ILYM agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.
- 7.2. Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of providing reports to state and federal tax authorities.
- 7.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.
- 7.4. Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

- 8. NULLIFICATION OF AGREEMENT.** In the event: (i) the Court does not enter the Settlement Approval Order and approve the Released PAGA Claims specified herein; or (ii) the Settlement does not become final for any other reason, this Settlement Agreement shall be null and void. A reduction of the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment shall not be grounds for nullification of this Settlement. If the Settlement is nullified, any order or judgment entered by the Court in furtherance of this Agreement shall be treated as void from the beginning, and the provisions contained herein shall be of no force or effect and shall not be treated as an admission by the Parties or their counsel. In such a case, the Parties and any funds to be awarded under this Agreement shall be returned to their respective statuses as of the date and time immediately prior to the execution of this Agreement, and the Parties shall proceed in all respects as if this Agreement had not been executed, except that any fees already incurred by the settlement administrator shall be paid equally by both Parties.

## **9. AGGRIEVED EMPLOYEE SIZE ESTIMATES and ESCALATOR CLAUSE**

Based on its records, Defendant estimates that, as of the date of the mediation, there are approximately 174 Aggrieved Employees who worked approximately 5,161 Pay Periods during the PAGA Period. Should the actual number of Pay Periods worked during the PAGA Period exceed the estimated 5,161 Pay Periods by more than 12.5% (i.e. more than 5,806 Pay Periods), the Defendant shall have the option of either (a) increasing the Gross Settlement Amount proportionally for only the Pay Periods exceeding 112.5% (for example, if the total Pay Periods are in fact 15% higher than the PAGA Pay Period estimate, the Gross Settlement Amount will increase by 2.5%); or (b) electing to shorten the PAGA Period so that the release applies only through the date on which the 5,806th PAGA Pay Period was worked by pulling back the end of the PAGA Period. Under the latter option no additional payment is necessary.

## **10. CONTINUING JURISDICTION OF THE COURT.** The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

10.1 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment, the Parties, and their respective counsel waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If another party appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

10.2 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Aggrieved Employees and the State of California), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and try to obtain approval of the Settlement and entry of Judgment, sharing, on a 50-50 basis, any additional Administration expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of any payments to PAGA Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

## **11. ADDITIONAL PROVISIONS.**

11.1 No Admission of Liability or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in

this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree that representative treatment is for purposes of this Settlement only. If, for any reason the Court does not approve this Settlement, Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to contest Defendant's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement) or to support a defense of res judicata, collateral estoppel, release, or other theory of claim or issue preclusion or similar defense as to the claims being released in this Agreement.

- 11.2 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.
- 11.3 Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms.
- 11.4 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.
- 11.5 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 11.6 No Tax Advice. Neither Plaintiff, PAGA Counsel, Defendant, nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 11.7 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 11.8 Agreement Binding on Successors. This Agreement will be binding upon, and inure to

the benefit of, the successors of each of the Parties.

- 11.9 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 11.10 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 11.11 Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement. Prior to filing the Motion for Approval, Plaintiff will not issue any press or other media releases or have any communication with the press or media or anyone other than financial advisors, retained experts, the LWDA and vendors related to settlement administration, regarding the Settlement. If, before the filing of the Motion for Approval, Plaintiff or their attorneys disclose to any unauthorized party (a) that a settlement has been reached or (b) any of the terms of the Settlement except as required by law or to affect the Settlement, Defendant may rescind Settlement rendering it null and void. Plaintiff further agrees that they will instruct their attorneys not to disclose the terms of this Agreement other than as necessary in connection with the Stipulated Approval. This section does not bar Plaintiff's counsel from carrying out their duties as counsel to Plaintiff for the LWDA.
- 11.12 Use and Return of Aggrieved Employee Data. Information provided to PAGA Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the PAGA Data provided to PAGA Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the Administrator discharges its obligation to pay out of all Settlement funds, Plaintiff shall destroy all paper and electronic versions of Aggrieved Employee Data received from Defendant unless, prior to the Administrator's payment of all Settlement Funds, Defendant makes a written request to PAGA Counsel for the return, rather than the destruction, of Aggrieved Employee Data.
- 11.13 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 11.14 Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.
- 11.15 Notice. All notices, demands or other communications between the Parties in

connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff:

**JCL LAW FIRM, APC**  
**5440 Morehouse Drive, Suite 3600**  
**San Diego, CA 92121**  
**T: 619-599-8292**  
**[jlapuyade@jcl-lawfirm.com](mailto:jlapuyade@jcl-lawfirm.com)**

**ZAKAY LAW GROUP, APLC**  
**3110 Camino Del Rio, Suite 308**  
**San Diego, CA 92108**  
**T: 619-255-9047**  
**[shani@zakaylaw.com](mailto:shani@zakaylaw.com)**

To Defendant:

**MUSICK, PEELER & GARRETT LLP**  
**333 South Hope Street, Suite 2900**  
**Los Angeles, California 90071**  
**T: (213) 629-7887**  
**F: (213) 624-1376**  
**[b.kahn@musickpeeler.com](mailto:b.kahn@musickpeeler.com)**  
**[c.humiston@musickpeeler.com](mailto:c.humiston@musickpeeler.com)**  
**[l.birnbaum@musickpeeler.com](mailto:l.birnbaum@musickpeeler.com)**

- 11.16 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.
- 11.17 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 the Parties agree to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

**[REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK.]**



IT IS SO AGREED TO AS TO FORM AND CONTENT BY PLAINTIFF:

Dated: \_\_\_\_\_

\_\_\_\_\_  
Plaintiff Carlos Andres Gonzalez

Dated: May 5, 2026

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

Dated: \_\_\_\_\_

\_\_\_\_\_  
Shani O. Zakay  
Jennifer Gerstenzang  
Zakay Law Group, APLC  
Attorneys for Plaintiff

IT IS SO AGREED TO AS TO FORM BY DEFENDANT:

Dated: \_\_\_\_\_

\_\_\_\_\_  
Name of Signatory for Defendant  
PCH Venture Group, Inc.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Beth A. Kahn, Esq.  
Carol A. Humiston, Esq.  
Laura P. Birnbaum, Esq.  
Musick, Peeler & Garrett LLP  
Attorney for Defendant

IT IS SO AGREED TO AS TO FORM AND CONTENT BY PLAINTIFF:

Dated: 05/05/2026

 Carlos Andres Gonzalez (May 5, 2026 12:14:40 PDT)

Plaintiff Carlos Andres Gonzalez

Dated: \_\_\_\_\_

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

Dated: May 6, 2026

  
\_\_\_\_\_  
Shani O. Zakay  
Jennifer Gerstenzang  
Zakay Law Group, APLC  
Attorneys for Plaintiff

IT IS SO AGREED TO AS TO FORM BY DEFENDANT:

Dated: \_\_\_\_\_

\_\_\_\_\_  
Name of Signatory for Defendant  
PCH Venture Group, Inc.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Beth A. Kahn, Esq.  
Carol A. Humiston, Esq.  
Laura P. Birnbaum, Esq.  
Musick, Peeler & Garrett LLP  
Attorney for Defendant

IT IS SO AGREED TO AS TO FORM AND CONTENT BY PLAINTIFF:

Dated: \_\_\_\_\_

\_\_\_\_\_  
Plaintiff Carlos Andres Gonzalez

Dated: \_\_\_\_\_

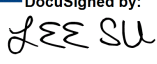
\_\_\_\_\_  
Jean-Claude Lapuyade  
JCL Law Firm, APC  
Attorney for Plaintiff

Dated: \_\_\_\_\_

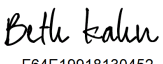
\_\_\_\_\_  
Shani O. Zakay  
Jennifer Gerstenzang  
Zakay Law Group, APLC  
Attorneys for Plaintiff

IT IS SO AGREED TO AS TO FORM BY DEFENDANT:

Dated: 5/7/2026

DocuSigned by:  
  
\_\_\_\_\_  
4187CAG18675474...  
Name of Signatory for Defendant  
PCH Venture Group, Inc.

Dated: 5/7/2026

DocuSigned by:  
  
\_\_\_\_\_  
F64E19918130452...  
Beth A. Kahn, Esq.  
Carol A. Humiston, Esq.  
Laura P. Birnbaum, Esq.  
Musick, Peeler & Garrett LLP  
Attorney for Defendant

## **EXHIBIT A**

[Date], 2026

[Settlement Administrator Name]

[Settlement Administrator Address]

[Employee Name]

[Employee Street Address]

[City, State Zip]

Re: Notice of PAGA Settlement Payment

Dear Current or Former PCH Venture Group, Inc., Employee:

You are receiving this payment because of a lawsuit brought by a former California employee against PCH VENTURE GROUP, INC., (“Defendant”) for civil penalties pursuant to the Private Attorneys General Act of 2004, Labor Code § 2698 et seq. (“PAGA”). Plaintiff Carlos Andres Gonzalez (“Plaintiff”) claimed that he and other employees were not provided legally compliant meal and rest periods, not provided suitable seating, not paid for all time worked, not properly paid overtime, not properly paid minimum wages, not paid at the correct regular rate of pay, not provided with accurate wage statements, not reimbursed for business expenses, and not timely paid wages.

Defendant strongly disputes Plaintiff’s allegations and maintains that it has fully complied with all applicable wage and hour laws. The Court has not issued any ruling regarding the merits of the lawsuit. Nonetheless, to avoid the cost and distraction of litigation, Defendant has made a business decision to settle the lawsuit, which settlement has been approved by the Court. The settlement resolves the claims asserted in the lawsuit on behalf of the State of California and all current and former non-exempt employees who are or previously were employed by Defendant, including any employees staffed with Defendant by a third party, in California at any time during the period from May 22, 2023 and February 10, 2026. (“Aggrieved Employees”).

According to Defendant’s records, you are an Aggrieved Employee and are therefore entitled to a share of the settlement.

This check is issued pursuant to the terms of the PAGA settlement in Los Angeles Superior Court Case No. 24TRCV02501. Checks that are not cashed within 180 days of issuance will be voided and the funds will be transmitted to the California State Controller Unclaimed Payment Fund in your name. You may search for and claim unclaimed funds by visiting: [https://www.sco.ca.gov/search\\_upd.html](https://www.sco.ca.gov/search_upd.html).

The PAGA settlement settles and releases only claims for civil penalties under PAGA and no other claims against Defendant.

This payment is taxable income for federal, state, and local tax purposes and may be reported to the

appropriate taxing authorities. You may be required to make additional tax payments. Please consult a tax advisor to determine your individual tax payment and reporting situation. You will be mailed appropriate tax forms in [insert date]. Please notify the Settlement Administrator of any address changes so that any necessary tax forms can be mailed to your most current address.

If you have any questions about your award, please contact

THIS NOTICE IS NOT AN EXPRESSION OF ANY OPINION BY THE COURT AS TO THE MERITS OF THE CLAIMS OR DEFENSES BY EITHER SIDE IN THE LAWSUITS. PLEASE DO NOT CONTACT THE COURT REGARDING THIS CASE.

# **EXHIBIT 2**

# Activities Export

05/13/2026

10:59 AM

| Date       | Type                                                                                                                                                                             | Description                                                                          | Matter                                                                                        | User         | Qty           | Rate (\$) | Non-billable (\$) | Billable (\$)      |
|------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------|--------------|---------------|-----------|-------------------|--------------------|
| 05/22/2024 |   Unbilled     | Review the file and review the complaint                                             | 91401-Gonzalez<br>Carlos Andres Gonzalez v.<br>PCH Venture Group, Inc.<br>dba Jack In the Box | Shani Zakay  | 3.00h         | \$650.00  | -                 | \$1,950.00         |
| 06/10/2024 |   Unbilled     | Confer with co-counsel re arbitration agreement provision                            | 91401-Gonzalez<br>Carlos Andres Gonzalez v.<br>PCH Venture Group, Inc.<br>dba Jack In the Box | Jaclyn Joyce | 0.30h         | \$600.00  | -                 | \$180.00           |
| 06/24/2024 |   Unbilled     | Review arbitration agreement, conduct research re provision, draft summary re issues | 91401-Gonzalez<br>Carlos Andres Gonzalez v.<br>PCH Venture Group, Inc.<br>dba Jack In the Box | Jaclyn Joyce | 0.60h         | \$600.00  | -                 | \$360.00           |
| 07/18/2024 |   Unbilled     | Emails regarding status of filing of the PAGA action.                                | 91401-Gonzalez<br>Carlos Andres Gonzalez v.<br>PCH Venture Group, Inc.<br>dba Jack In the Box | Shani Zakay  | 0.10h         | \$650.00  | -                 | \$65.00            |
| 07/29/2024 |   Unbilled     | Follow up on complaint filing                                                        | 91401-Gonzalez<br>Carlos Andres Gonzalez v.<br>PCH Venture Group, Inc.<br>dba Jack In the Box | Shani Zakay  | 0.10h         | \$650.00  | -                 | \$65.00            |
| 10/15/2024 |   Unbilled | Review arbitration agreement and emails with team regarding the same                 | 91401-Gonzalez<br>Carlos Andres Gonzalez v.<br>PCH Venture Group, Inc.<br>dba Jack In the Box | Shani Zakay  | 0.40h         | \$650.00  | -                 | \$260.00           |
| 10/18/2024 |   Unbilled | Call with staff to discuss service issues. Emails with OC regarding the same.        | 91401-Gonzalez<br>Carlos Andres Gonzalez v.<br>PCH Venture Group, Inc.<br>dba Jack In the Box | Shani Zakay  | 0.50h         | \$650.00  | -                 | \$325.00           |
| 10/21/2024 |                                                                                               | Emails with OPC and team                                                             | 91401-Gonzalez                                                                                | Shani        | 0.20h         | \$650.00  | -                 | \$130.00           |
|            |                                                                                                                                                                                  |                                                                                      |                                                                                               |              | <b>47.20h</b> |           | <b>\$0.00</b>     | <b>\$33,355.00</b> |
|            |                                                                                                                                                                                  |                                                                                      |                                                                                               |              |               |           | 0.00h             | 47.20h             |



# Activities Export

05/13/2026

10:59 AM

| Date       | Type | Description                                                                                                | Matter                                                                               | User         | Qty           | Rate (\$) | Non-billable (\$)      | Billable (\$)                |
|------------|------|------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------|--------------|---------------|-----------|------------------------|------------------------------|
|            |      | regarding service issues.<br>● Unbilled                                                                    | Carlos Andres Gonzalez v. PCH Venture Group, Inc. dba Jack In the Box                | Zakay        |               |           |                        |                              |
| 10/29/2024 | 🕒    | Draft dismissal documents for class action<br>● Unbilled                                                   | 91401-Gonzalez Carlos Andres Gonzalez v. PCH Venture Group, Inc. dba Jack In the Box | Shani Zakay  | 0.50h         | \$650.00  | -                      | \$325.00                     |
| 11/06/2024 | 🕒    | Research regarding defendants and emails with OPC regarding the same.<br>● Unbilled                        | 91401-Gonzalez Carlos Andres Gonzalez v. PCH Venture Group, Inc. dba Jack In the Box | Shani Zakay  | 0.50h         | \$650.00  | -                      | \$325.00                     |
| 11/13/2024 | 🕒    | Follow up on NAR<br>● Unbilled                                                                             | 91401-Gonzalez Carlos Andres Gonzalez v. PCH Venture Group, Inc. dba Jack In the Box | Shani Zakay  | 0.10h         | \$650.00  | -                      | \$65.00                      |
| 11/15/2024 | 🕒    | Check docket and confirm dismissal. Emails accordingly.<br>● Unbilled                                      | 91401-Gonzalez Carlos Andres Gonzalez v. PCH Venture Group, Inc. dba Jack In the Box | Shani Zakay  | 0.20h         | \$650.00  | -                      | \$130.00                     |
| 02/01/2025 | 🕒    | Review arbitration agreement and emails with team regarding enforceability and call with OPC<br>● Unbilled | 91401-Gonzalez Carlos Andres Gonzalez v. PCH Venture Group, Inc. dba Jack In the Box | Shani Zakay  | 0.50h         | \$800.00  | -                      | \$400.00                     |
| 02/02/2025 | 🕒    | Review arbitration agreement in light of new case law, draft summary re same<br>● Unbilled                 | 91401-Gonzalez Carlos Andres Gonzalez v. PCH Venture Group, Inc. dba Jack In the Box | Jaclyn Joyce | 0.80h         | \$750.00  | -                      | \$600.00                     |
| 02/10/2025 | 🕒    | Emails and discussion regarding stipulation to stay pending                                                | 91401-Gonzalez Carlos Andres Gonzalez v.                                             | Shani Zakay  | 0.30h         | \$800.00  | -                      | \$240.00                     |
|            |      |                                                                                                            |                                                                                      |              | <b>47.20h</b> |           | <b>\$0.00</b><br>0.00h | <b>\$33,355.00</b><br>47.20h |

# Activities Export

05/13/2026

10:59 AM

| Date       | Type | Description                                                                                                                   | Matter                                                                                        | User                    | Qty           | Rate (\$) | Non-billable (\$) | Billable (\$)      |
|------------|------|-------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------|-------------------------|---------------|-----------|-------------------|--------------------|
|            |      | arbitration.<br>● Unbilled                                                                                                    | PCH Venture Group, Inc.<br>dba Jack In the Box                                                |                         |               |           |                   |                    |
| 02/10/2025 | 🕒    | Work on stipulation to stay.<br>● Unbilled                                                                                    | 91401-Gonzalez<br>Carlos Andres Gonzalez v.<br>PCH Venture Group, Inc.<br>dba Jack In the Box | Shani<br>Zakay          | 0.30h         | \$800.00  | -                 | \$240.00           |
| 04/01/2025 | 🕒    | JAMS email<br>● Unbilled                                                                                                      | 91401-Gonzalez<br>Carlos Andres Gonzalez v.<br>PCH Venture Group, Inc.<br>dba Jack In the Box | Jennifer<br>Gerstenzang | 0.20h         | \$700.00  | -                 | \$140.00           |
| 11/03/2025 | 🕒    | Review file, confer with co-counsel<br>re additional details needed from<br>client in preparation for mediation<br>● Unbilled | 91401-Gonzalez<br>Carlos Andres Gonzalez v.<br>PCH Venture Group, Inc.<br>dba Jack In the Box | Jaclyn<br>Joyce         | 1.20h         | \$750.00  | -                 | \$900.00           |
| 11/06/2025 | 🕒    | Begin drafting mediation brief<br>● Unbilled                                                                                  | 91401-Gonzalez<br>Carlos Andres Gonzalez v.<br>PCH Venture Group, Inc.<br>dba Jack In the Box | Jaclyn<br>Joyce         | 2.30h         | \$750.00  | -                 | \$1,725.00         |
| 11/07/2025 | 🕒    | Confer with co-counsel re<br>additional questions to ask client to<br>further draft mediation brief<br>● Unbilled             | 91401-Gonzalez<br>Carlos Andres Gonzalez v.<br>PCH Venture Group, Inc.<br>dba Jack In the Box | Jaclyn<br>Joyce         | 0.30h         | \$750.00  | -                 | \$225.00           |
| 11/07/2025 | 🕒    | Further draft mediation brief<br>● Unbilled                                                                                   | 91401-Gonzalez<br>Carlos Andres Gonzalez v.<br>PCH Venture Group, Inc.<br>dba Jack In the Box | Jaclyn<br>Joyce         | 1.90h         | \$750.00  | -                 | \$1,425.00         |
| 11/07/2025 | 🕒    | Confer with expert re additional<br>details on data included in report<br>● Unbilled                                          | 91401-Gonzalez<br>Carlos Andres Gonzalez v.<br>PCH Venture Group, Inc.                        | Jaclyn<br>Joyce         | 0.30h         | \$750.00  | -                 | \$225.00           |
|            |      |                                                                                                                               |                                                                                               |                         | <b>47.20h</b> |           | <b>\$0.00</b>     | <b>\$33,355.00</b> |
|            |      |                                                                                                                               |                                                                                               |                         |               |           | 0.00h             | 47.20h             |

# Activities Export

05/13/2026

10:59 AM

| Date                | Type                                                                                                                                                                    | Description                                                | Matter                                                                                        | User                    | Qty           | Rate (\$) | Non-billable (\$)      | Billable (\$)                |
|---------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------|-----------------------------------------------------------------------------------------------|-------------------------|---------------|-----------|------------------------|------------------------------|
| dba Jack In the Box |                                                                                                                                                                         |                                                            |                                                                                               |                         |               |           |                        |                              |
| 11/08/2025          |       | Confer with SOZ re 226 issue<br>Unbilled                   | 91401-Gonzalez<br>Carlos Andres Gonzalez v.<br>PCH Venture Group, Inc.<br>dba Jack In the Box | Jaclyn<br>Joyce         | 0.20h         | \$750.00  | -                      | \$150.00                     |
| 11/09/2025          |       | further confer with co-counsel re<br>mediation<br>Unbilled | 91401-Gonzalez<br>Carlos Andres Gonzalez v.<br>PCH Venture Group, Inc.<br>dba Jack In the Box | Jaclyn<br>Joyce         | 0.20h         | \$750.00  | -                      | \$150.00                     |
| 12/10/2025          |       | internal emails<br>Unbilled                                | 91401-Gonzalez<br>Carlos Andres Gonzalez v.<br>PCH Venture Group, Inc.<br>dba Jack In the Box | Jennifer<br>Gerstenzang | 0.50h         | \$700.00  | -                      | \$350.00                     |
| 12/11/2025          |       | internal emails<br>Unbilled                                | 91401-Gonzalez<br>Carlos Andres Gonzalez v.<br>PCH Venture Group, Inc.<br>dba Jack In the Box | Jennifer<br>Gerstenzang | 0.20h         | \$700.00  | -                      | \$140.00                     |
| 12/11/2025          |       | internal emails<br>Unbilled                                | 91401-Gonzalez<br>Carlos Andres Gonzalez v.<br>PCH Venture Group, Inc.<br>dba Jack In the Box | Jennifer<br>Gerstenzang | 1.00h         | \$700.00  | -                      | \$700.00                     |
| 12/11/2025          |   | emails with admin<br>Unbilled                              | 91401-Gonzalez<br>Carlos Andres Gonzalez v.<br>PCH Venture Group, Inc.<br>dba Jack In the Box | Jennifer<br>Gerstenzang | 0.40h         | \$700.00  | -                      | \$280.00                     |
| 12/12/2025          |   | internal emails<br>Unbilled                                | 91401-Gonzalez<br>Carlos Andres Gonzalez v.<br>PCH Venture Group, Inc.<br>dba Jack In the Box | Jennifer<br>Gerstenzang | 0.50h         | \$700.00  | -                      | \$350.00                     |
|                     |                                                                                                                                                                         |                                                            |                                                                                               |                         | <b>47.20h</b> |           | <b>\$0.00</b><br>0.00h | <b>\$33,355.00</b><br>47.20h |

# Activities Export

05/13/2026

10:59 AM

| Date       | Type                                                                                                                                                                             | Description       | Matter                                                                                        | User                    | Qty           | Rate (\$) | Non-billable (\$) | Billable (\$)      |
|------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|-----------------------------------------------------------------------------------------------|-------------------------|---------------|-----------|-------------------|--------------------|
| 12/15/2025 |   Unbilled     | edited SAR        | 91401-Gonzalez<br>Carlos Andres Gonzalez v.<br>PCH Venture Group, Inc.<br>dba Jack In the Box | Jennifer<br>Gerstenzang | 3.00h         | \$700.00  | -                 | \$2,100.00         |
| 01/02/2026 |   Unbilled     | drafting          | 91401-Gonzalez<br>Carlos Andres Gonzalez v.<br>PCH Venture Group, Inc.<br>dba Jack In the Box | Jennifer<br>Gerstenzang | 0.80h         | \$700.00  | -                 | \$560.00           |
| 01/04/2026 |   Unbilled     | internal emails   | 91401-Gonzalez<br>Carlos Andres Gonzalez v.<br>PCH Venture Group, Inc.<br>dba Jack In the Box | Jennifer<br>Gerstenzang | 0.60h         | \$700.00  | -                 | \$420.00           |
| 01/06/2026 |   Unbilled     | internal emails   | 91401-Gonzalez<br>Carlos Andres Gonzalez v.<br>PCH Venture Group, Inc.<br>dba Jack In the Box | Jennifer<br>Gerstenzang | 0.50h         | \$700.00  | -                 | \$350.00           |
| 01/06/2026 |   Unbilled     | internal emails   | 91401-Gonzalez<br>Carlos Andres Gonzalez v.<br>PCH Venture Group, Inc.<br>dba Jack In the Box | Jennifer<br>Gerstenzang | 0.60h         | \$700.00  | -                 | \$420.00           |
| 01/07/2026 |   Unbilled | emailed mediator  | 91401-Gonzalez<br>Carlos Andres Gonzalez v.<br>PCH Venture Group, Inc.<br>dba Jack In the Box | Jennifer<br>Gerstenzang | 0.30h         | \$700.00  | -                 | \$210.00           |
| 01/08/2026 |   Unbilled | t/c with mediator | 91401-Gonzalez<br>Carlos Andres Gonzalez v.<br>PCH Venture Group, Inc.<br>dba Jack In the Box | Jennifer<br>Gerstenzang | 1.00h         | \$700.00  | -                 | \$700.00           |
| 01/08/2026 |   Unbilled | first draft SAR   | 91401-Gonzalez<br>Carlos Andres Gonzalez v.                                                   | Jennifer<br>Gerstenzang | 1.50h         | \$700.00  | -                 | \$1,050.00         |
|            |                                                                                                                                                                                  |                   |                                                                                               |                         | <b>47.20h</b> |           | <b>\$0.00</b>     | <b>\$33,355.00</b> |
|            |                                                                                                                                                                                  |                   |                                                                                               |                         |               |           | 0.00h             | 47.20h             |

# Activities Export

05/13/2026

10:59 AM

| Date       | Type                                                                                                                                                                             | Description                       | Matter                                                                                        | User                    | Qty           | Rate (\$) | Non-billable (\$) | Billable (\$)      |
|------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------|-----------------------------------------------------------------------------------------------|-------------------------|---------------|-----------|-------------------|--------------------|
|            |                                                                                                                                                                                  |                                   | PCH Venture Group, Inc.<br>dba Jack In the Box                                                |                         |               |           |                   |                    |
| 01/13/2026 |   Unbilled     | case meeting                      | 91401-Gonzalez<br>Carlos Andres Gonzalez v.<br>PCH Venture Group, Inc.<br>dba Jack In the Box | Jennifer<br>Gerstenzang | 0.20h         | \$700.00  | -                 | \$140.00           |
| 01/14/2026 |   Unbilled     | internal emails                   | 91401-Gonzalez<br>Carlos Andres Gonzalez v.<br>PCH Venture Group, Inc.<br>dba Jack In the Box | Jennifer<br>Gerstenzang | 0.20h         | \$700.00  | -                 | \$140.00           |
| 01/15/2026 |   Unbilled     | reviewed redlines and drafted SAR | 91401-Gonzalez<br>Carlos Andres Gonzalez v.<br>PCH Venture Group, Inc.<br>dba Jack In the Box | Jennifer<br>Gerstenzang | 1.00h         | \$700.00  | -                 | \$700.00           |
| 01/21/2026 |   Unbilled     | internal email                    | 91401-Gonzalez<br>Carlos Andres Gonzalez v.<br>PCH Venture Group, Inc.<br>dba Jack In the Box | Jennifer<br>Gerstenzang | 0.20h         | \$700.00  | -                 | \$140.00           |
| 01/28/2026 |   Unbilled  | internal email                    | 91401-Gonzalez<br>Carlos Andres Gonzalez v.<br>PCH Venture Group, Inc.<br>dba Jack In the Box | Jennifer<br>Gerstenzang | 1.00h         | \$700.00  | -                 | \$700.00           |
| 01/29/2026 |   Unbilled | internal email                    | 91401-Gonzalez<br>Carlos Andres Gonzalez v.<br>PCH Venture Group, Inc.<br>dba Jack In the Box | Jennifer<br>Gerstenzang | 0.20h         | \$700.00  | -                 | \$140.00           |
| 01/29/2026 |   Unbilled | email to cocounsel                | 91401-Gonzalez<br>Carlos Andres Gonzalez v.<br>PCH Venture Group, Inc.<br>dba Jack In the Box | Jennifer<br>Gerstenzang | 0.20h         | \$700.00  | -                 | \$140.00           |
|            |                                                                                                                                                                                  |                                   |                                                                                               |                         | <b>47.20h</b> |           | <b>\$0.00</b>     | <b>\$33,355.00</b> |
|            |                                                                                                                                                                                  |                                   |                                                                                               |                         |               |           | 0.00h             | 47.20h             |

# Activities Export

05/13/2026

10:59 AM

| Date       | Type                                                                                                                                                                    | Description                               | Matter                                                                                        | User                    | Qty           | Rate (\$) | Non-billable (\$) | Billable (\$)      |
|------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------|-----------------------------------------------------------------------------------------------|-------------------------|---------------|-----------|-------------------|--------------------|
| 02/03/2026 |       | emails to OC<br>Unbilled                  | 91401-Gonzalez<br>Carlos Andres Gonzalez v.<br>PCH Venture Group, Inc.<br>dba Jack In the Box | Jennifer<br>Gerstenzang | 0.30h         | \$700.00  | -                 | \$210.00           |
| 02/17/2026 |       | emails to OC<br>Unbilled                  | 91401-Gonzalez<br>Carlos Andres Gonzalez v.<br>PCH Venture Group, Inc.<br>dba Jack In the Box | Jennifer<br>Gerstenzang | 0.30h         | \$700.00  | -                 | \$210.00           |
| 02/23/2026 |       | case meeting<br>Unbilled                  | 91401-Gonzalez<br>Carlos Andres Gonzalez v.<br>PCH Venture Group, Inc.<br>dba Jack In the Box | Jennifer<br>Gerstenzang | 0.20h         | \$700.00  | -                 | \$140.00           |
| 02/26/2026 |       | emails to OC<br>Unbilled                  | 91401-Gonzalez<br>Carlos Andres Gonzalez v.<br>PCH Venture Group, Inc.<br>dba Jack In the Box | Jennifer<br>Gerstenzang | 0.30h         | \$700.00  | -                 | \$210.00           |
| 02/27/2026 |       | reviewed OC's redlines to SAR<br>Unbilled | 91401-Gonzalez<br>Carlos Andres Gonzalez v.<br>PCH Venture Group, Inc.<br>dba Jack In the Box | Jennifer<br>Gerstenzang | 0.50h         | \$700.00  | -                 | \$350.00           |
| 03/03/2026 |   | internal emails<br>Unbilled               | 91401-Gonzalez<br>Carlos Andres Gonzalez v.<br>PCH Venture Group, Inc.<br>dba Jack In the Box | Jennifer<br>Gerstenzang | 0.20h         | \$700.00  | -                 | \$140.00           |
| 03/04/2026 |   | internal emails<br>Unbilled               | 91401-Gonzalez<br>Carlos Andres Gonzalez v.<br>PCH Venture Group, Inc.<br>dba Jack In the Box | Jennifer<br>Gerstenzang | 0.20h         | \$700.00  | -                 | \$140.00           |
| 03/04/2026 |   | email to OC<br>Unbilled                   | 91401-Gonzalez<br>Carlos Andres Gonzalez v.                                                   | Jennifer<br>Gerstenzang | 0.40h         | \$700.00  | -                 | \$280.00           |
|            |                                                                                                                                                                         |                                           |                                                                                               |                         | <b>47.20h</b> |           | <b>\$0.00</b>     | <b>\$33,355.00</b> |
|            |                                                                                                                                                                         |                                           |                                                                                               |                         |               |           | 0.00h             | 47.20h             |

# Activities Export

05/13/2026

10:59 AM

| Date       | Type                                                                                                                                                                             | Description | Matter                                                                                        | User                    | Qty           | Rate (\$) | Non-billable (\$) | Billable (\$)      |
|------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|-----------------------------------------------------------------------------------------------|-------------------------|---------------|-----------|-------------------|--------------------|
|            |                                                                                                                                                                                  |             | PCH Venture Group, Inc.<br>dba Jack In the Box                                                |                         |               |           |                   |                    |
| 03/06/2026 |   Unbilled     | client call | 91401-Gonzalez<br>Carlos Andres Gonzalez v.<br>PCH Venture Group, Inc.<br>dba Jack In the Box | Jennifer<br>Gerstenzang | 0.20h         | \$700.00  | -                 | \$140.00           |
| 03/06/2026 |   Unbilled     | email to OC | 91401-Gonzalez<br>Carlos Andres Gonzalez v.<br>PCH Venture Group, Inc.<br>dba Jack In the Box | Jennifer<br>Gerstenzang | 0.40h         | \$700.00  | -                 | \$280.00           |
| 03/11/2026 |   Unbilled     | t/c with OC | 91401-Gonzalez<br>Carlos Andres Gonzalez v.<br>PCH Venture Group, Inc.<br>dba Jack In the Box | Jennifer<br>Gerstenzang | 0.80h         | \$700.00  | -                 | \$560.00           |
| 03/18/2026 |   Unbilled     | email to OC | 91401-Gonzalez<br>Carlos Andres Gonzalez v.<br>PCH Venture Group, Inc.<br>dba Jack In the Box | Jennifer<br>Gerstenzang | 0.40h         | \$700.00  | -                 | \$280.00           |
| 03/25/2026 |   Unbilled   | email to OC | 91401-Gonzalez<br>Carlos Andres Gonzalez v.<br>PCH Venture Group, Inc.<br>dba Jack In the Box | Jennifer<br>Gerstenzang | 0.40h         | \$700.00  | -                 | \$280.00           |
| 03/26/2026 |   Unbilled | email to OC | 91401-Gonzalez<br>Carlos Andres Gonzalez v.<br>PCH Venture Group, Inc.<br>dba Jack In the Box | Jennifer<br>Gerstenzang | 0.10h         | \$700.00  | -                 | \$70.00            |
| 03/31/2026 |   Unbilled | t/c with OC | 91401-Gonzalez<br>Carlos Andres Gonzalez v.<br>PCH Venture Group, Inc.<br>dba Jack In the Box | Jennifer<br>Gerstenzang | 0.70h         | \$700.00  | -                 | \$490.00           |
|            |                                                                                                                                                                                  |             |                                                                                               |                         | <b>47.20h</b> |           | <b>\$0.00</b>     | <b>\$33,355.00</b> |
|            |                                                                                                                                                                                  |             |                                                                                               |                         |               |           | 0.00h             | 47.20h             |

# Activities Export

05/13/2026

10:59 AM

| Date       | ▲                                                                                   | Type | Description                                                                                                                       | Matter                                                                                  | User                 | Qty    | Rate (\$) | Non-billable (\$) | Billable (\$)         |
|------------|-------------------------------------------------------------------------------------|------|-----------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------|----------------------|--------|-----------|-------------------|-----------------------|
| 04/01/2026 |    |      | rec'd redlines from oc and reviewed<br> Unbilled | 91401-Gonzalez<br>Carlos Andres Gonzalez v. PCH Venture Group, Inc. dba Jack In the Box | Jennifer Gerstenzang | 0.10h  | \$700.00  | -                 | \$70.00               |
| 04/03/2026 |    |      | edited SAR<br> Unbilled                          | 91401-Gonzalez<br>Carlos Andres Gonzalez v. PCH Venture Group, Inc. dba Jack In the Box | Jennifer Gerstenzang | 1.00h  | \$700.00  | -                 | \$700.00              |
| 04/06/2026 |    |      | case meeting<br> Unbilled                        | 91401-Gonzalez<br>Carlos Andres Gonzalez v. PCH Venture Group, Inc. dba Jack In the Box | Jennifer Gerstenzang | 0.20h  | \$700.00  | -                 | \$140.00              |
| 04/07/2026 |    |      | email to OC<br> Unbilled                         | 91401-Gonzalez<br>Carlos Andres Gonzalez v. PCH Venture Group, Inc. dba Jack In the Box | Jennifer Gerstenzang | 0.20h  | \$700.00  | -                 | \$140.00              |
| 04/14/2026 |    |      | email to OC<br> Unbilled                         | 91401-Gonzalez<br>Carlos Andres Gonzalez v. PCH Venture Group, Inc. dba Jack In the Box | Jennifer Gerstenzang | 0.20h  | \$700.00  | -                 | \$140.00              |
| 04/15/2026 |  |      | internal emails<br> Unbilled                   | 91401-Gonzalez<br>Carlos Andres Gonzalez v. PCH Venture Group, Inc. dba Jack In the Box | Jennifer Gerstenzang | 0.20h  | \$700.00  | -                 | \$140.00              |
| 04/16/2026 |  |      | internal emails<br> Unbilled                   | 91401-Gonzalez<br>Carlos Andres Gonzalez v. PCH Venture Group, Inc. dba Jack In the Box | Jennifer Gerstenzang | 0.20h  | \$700.00  | -                 | \$140.00              |
| 04/17/2026 |  |      | email to OC<br> Unbilled                       | 91401-Gonzalez<br>Carlos Andres Gonzalez v.                                             | Jennifer Gerstenzang | 0.50h  | \$700.00  | -                 | \$350.00              |
|            |                                                                                     |      |                                                                                                                                   |                                                                                         |                      | 47.20h |           | \$0.00<br>0.00h   | \$33,355.00<br>47.20h |
| 9/12       |                                                                                     |      |                                                                                                                                   |                                                                                         |                      |        |           |                   |                       |



# Activities Export

05/13/2026

10:59 AM

| Date       | Type                                                                                                                                                                             | Description     | Matter                                                                                        | User                    | Qty           | Rate (\$) | Non-billable (\$) | Billable (\$)      |
|------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|-----------------------------------------------------------------------------------------------|-------------------------|---------------|-----------|-------------------|--------------------|
|            |                                                                                                                                                                                  |                 | PCH Venture Group, Inc.<br>dba Jack In the Box                                                |                         |               |           |                   |                    |
| 04/17/2026 |   Unbilled     | internal emails | 91401-Gonzalez<br>Carlos Andres Gonzalez v.<br>PCH Venture Group, Inc.<br>dba Jack In the Box | Jennifer<br>Gerstenzang | 0.30h         | \$700.00  | -                 | \$210.00           |
| 04/23/2026 |   Unbilled     | client call     | 91401-Gonzalez<br>Carlos Andres Gonzalez v.<br>PCH Venture Group, Inc.<br>dba Jack In the Box | Jennifer<br>Gerstenzang | 0.20h         | \$700.00  | -                 | \$140.00           |
| 04/23/2026 |   Unbilled     | emails with OC  | 91401-Gonzalez<br>Carlos Andres Gonzalez v.<br>PCH Venture Group, Inc.<br>dba Jack In the Box | Jennifer<br>Gerstenzang | 0.20h         | \$700.00  | -                 | \$140.00           |
| 04/27/2026 |   Unbilled     | emails with OC  | 91401-Gonzalez<br>Carlos Andres Gonzalez v.<br>PCH Venture Group, Inc.<br>dba Jack In the Box | Jennifer<br>Gerstenzang | 0.20h         | \$700.00  | -                 | \$140.00           |
| 04/28/2026 |   Unbilled   | internal emails | 91401-Gonzalez<br>Carlos Andres Gonzalez v.<br>PCH Venture Group, Inc.<br>dba Jack In the Box | Jennifer<br>Gerstenzang | 0.20h         | \$700.00  | -                 | \$140.00           |
| 04/28/2026 |   Unbilled | drafting        | 91401-Gonzalez<br>Carlos Andres Gonzalez v.<br>PCH Venture Group, Inc.<br>dba Jack In the Box | Jennifer<br>Gerstenzang | 2.00h         | \$700.00  | -                 | \$1,400.00         |
| 04/28/2026 |   Unbilled | emails with OC  | 91401-Gonzalez<br>Carlos Andres Gonzalez v.<br>PCH Venture Group, Inc.<br>dba Jack In the Box | Jennifer<br>Gerstenzang | 0.20h         | \$700.00  | -                 | \$140.00           |
|            |                                                                                                                                                                                  |                 |                                                                                               |                         | <b>47.20h</b> |           | <b>\$0.00</b>     | <b>\$33,355.00</b> |
|            |                                                                                                                                                                                  |                 |                                                                                               |                         |               |           | 0.00h             | 47.20h             |

# Activities Export

05/13/2026

10:59 AM

| Date ▲     | Type                                                                                                                                                                    | Description                                                                                                              | Matter                                                                                        | User                    | Qty           | Rate (\$) | Non-billable (\$)      | Billable (\$)                |
|------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------|-------------------------|---------------|-----------|------------------------|------------------------------|
| 04/28/2026 |       | emails with OC<br>Unbilled                                                                                               | 91401-Gonzalez<br>Carlos Andres Gonzalez v.<br>PCH Venture Group, Inc.<br>dba Jack In the Box | Jennifer<br>Gerstenzang | 0.30h         | \$700.00  | -                      | \$210.00                     |
| 04/28/2026 |       | Draft Motion for PAGA Settlement<br>Approval and supporting<br>documents<br>Unbilled                                     | 91401-Gonzalez<br>Carlos Andres Gonzalez v.<br>PCH Venture Group, Inc.<br>dba Jack In the Box | Jaclyn<br>Joyce         | 2.30h         | \$750.00  | -                      | \$1,725.00                   |
| 04/29/2026 |       | Telephone call with JG re SAR<br>provision in preparation for<br>continuing to draft PAGA approval<br>motion<br>Unbilled | 91401-Gonzalez<br>Carlos Andres Gonzalez v.<br>PCH Venture Group, Inc.<br>dba Jack In the Box | Jaclyn<br>Joyce         | 0.20h         | \$750.00  | -                      | \$150.00                     |
| 04/29/2026 |       | Further draft PAGA settlement<br>approval motion and supporting<br>documents<br>Unbilled                                 | 91401-Gonzalez<br>Carlos Andres Gonzalez v.<br>PCH Venture Group, Inc.<br>dba Jack In the Box | Jaclyn<br>Joyce         | 1.80h         | \$750.00  | -                      | \$1,350.00                   |
| 04/30/2026 |       | emails with OC<br>Unbilled                                                                                               | 91401-Gonzalez<br>Carlos Andres Gonzalez v.<br>PCH Venture Group, Inc.<br>dba Jack In the Box | Jennifer<br>Gerstenzang | 0.30h         | \$700.00  | -                      | \$210.00                     |
| 04/30/2026 |   | internal emails<br>Unbilled                                                                                              | 91401-Gonzalez<br>Carlos Andres Gonzalez v.<br>PCH Venture Group, Inc.<br>dba Jack In the Box | Jennifer<br>Gerstenzang | 0.20h         | \$700.00  | -                      | \$140.00                     |
| 05/01/2026 |   | emails with OC and reviewed their<br>redlines<br>Unbilled                                                                | 91401-Gonzalez<br>Carlos Andres Gonzalez v.<br>PCH Venture Group, Inc.<br>dba Jack In the Box | Jennifer<br>Gerstenzang | 0.40h         | \$700.00  | -                      | \$280.00                     |
|            |                                                                                                                                                                         |                                                                                                                          |                                                                                               |                         | <b>47.20h</b> |           | <b>\$0.00</b><br>0.00h | <b>\$33,355.00</b><br>47.20h |

Activities Export

05/13/2026  
10:59 AM

| Date       | Type                                                                                                                                                                            | Description                    | Matter                                                                                        | User                    | Qty    | Rate (\$) | Non-billable (\$) | Billable (\$)         |
|------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------|-----------------------------------------------------------------------------------------------|-------------------------|--------|-----------|-------------------|-----------------------|
| 05/04/2026 | <br> Unbilled | emailed oc final drafts of SAR | 91401-Gonzalez<br>Carlos Andres Gonzalez v.<br>PCH Venture Group, Inc.<br>dba Jack In the Box | Jennifer<br>Gerstenzang | 0.60h  | \$700.00  | -                 | \$420.00              |
| 05/06/2026 | <br> Unbilled | drafted documents              | 91401-Gonzalez<br>Carlos Andres Gonzalez v.<br>PCH Venture Group, Inc.<br>dba Jack In the Box | Jennifer<br>Gerstenzang | 0.60h  | \$700.00  | -                 | \$420.00              |
| 05/06/2026 | <br> Unbilled | internal emails                | 91401-Gonzalez<br>Carlos Andres Gonzalez v.<br>PCH Venture Group, Inc.<br>dba Jack In the Box | Jennifer<br>Gerstenzang | 0.30h  | \$700.00  | -                 | \$210.00              |
|            |                                                                                                                                                                                 |                                |                                                                                               |                         | 47.20h |           | \$0.00<br>0.00h   | \$33,355.00<br>47.20h |

# **EXHIBIT 3**

# Activities Export

05/13/2026

10:58 AM

| Date ▲     | Type | Description                                                       | Matter                                                                                        | User           | Qty  | Rate (\$)  | Non-billable (\$)      | Billable (\$)              |
|------------|------|-------------------------------------------------------------------|-----------------------------------------------------------------------------------------------|----------------|------|------------|------------------------|----------------------------|
| 05/24/2024 | \$   | One Legal<br>● Unbilled                                           | 91401-Gonzalez<br>Carlos Andres Gonzalez v.<br>PCH Venture Group, Inc.<br>dba Jack In the Box | Shani<br>Zakay | 1.00 | \$1,497.05 | -                      | \$1,497.05                 |
| 09/23/2024 | \$   | Knox Invoice - Service of process,<br>mailing<br>● Unbilled       | 91401-Gonzalez<br>Carlos Andres Gonzalez v.<br>PCH Venture Group, Inc.<br>dba Jack In the Box | Shani<br>Zakay | 1.00 | \$130.15   | -                      | \$130.15                   |
| 10/01/2024 | \$   | Knox - Service of process, Bad<br>address, Doc prep<br>● Unbilled | 91401-Gonzalez<br>Carlos Andres Gonzalez v.<br>PCH Venture Group, Inc.<br>dba Jack In the Box | Shani<br>Zakay | 1.00 | \$238.90   | -                      | \$238.90                   |
| 10/07/2024 | \$   | Knox - Service of Process,<br>Document Prep<br>● Unbilled         | 91401-Gonzalez<br>Carlos Andres Gonzalez v.<br>PCH Venture Group, Inc.<br>dba Jack In the Box | Shani<br>Zakay | 1.00 | \$128.95   | -                      | \$128.95                   |
| 05/15/2025 | \$   | Steven G. Mehta<br>● Unbilled                                     | 91401-Gonzalez<br>Carlos Andres Gonzalez v.<br>PCH Venture Group, Inc.<br>dba Jack In the Box | Shani<br>Zakay | 1.00 | \$5,500.00 | -                      | \$5,500.00                 |
| 11/12/2025 | \$   | LASC ROA Fee<br>● Unbilled                                        | 91401-Gonzalez<br>Carlos Andres Gonzalez v.<br>PCH Venture Group, Inc.<br>dba Jack In the Box | Shani<br>Zakay | 1.00 | \$4.00     | -                      | \$4.00                     |
| 11/19/2025 | \$   | One Legal - Order No. 26815583<br>● Unbilled                      | 91401-Gonzalez<br>Carlos Andres Gonzalez v.<br>PCH Venture Group, Inc.<br>dba Jack In the Box | Shani<br>Zakay | 1.00 | \$23.44    | -                      | \$23.44                    |
| 11/21/2025 | \$   | Berger Consulting - Invoice<br>#16483                             | 91401-Gonzalez<br>Carlos Andres Gonzalez v.                                                   | Shani<br>Zakay | 1.00 | \$1,615.00 | -                      | \$1,615.00                 |
|            |      |                                                                   |                                                                                               |                |      |            | <b>\$0.00</b><br>0.00h | <b>\$9,664.23</b><br>0.00h |

# Activities Export

05/13/2026  
10:58 AM

| Date       | ▲ | Type | Description                                                                           | Matter                                                                                        | User           | Qty  | Rate (\$) | Non-billable (\$) | Billable (\$)       |
|------------|---|------|---------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------|----------------|------|-----------|-------------------|---------------------|
|            |   |      | <div><div></div>Unbilled</div>                                                        | PCH Venture Group, Inc.<br>dba Jack In the Box                                                |                |      |           |                   |                     |
| 12/02/2025 |   | \$   | Postage Fee - 12.2025<br><div><div></div>Unbilled</div>                               | 91401-Gonzalez<br>Carlos Andres Gonzalez v.<br>PCH Venture Group, Inc.<br>dba Jack In the Box | Shani<br>Zakay | 1.00 | \$0.74    | -                 | \$0.74              |
| 03/02/2026 |   | \$   | Legal Research Fee - UniCourt<br>Invoice No. 925840<br><div><div></div>Unbilled</div> | 91401-Gonzalez<br>Carlos Andres Gonzalez v.<br>PCH Venture Group, Inc.<br>dba Jack In the Box | Admin<br>Zakay | 1.00 | \$26.00   | -                 | \$26.00             |
| 05/13/2026 |   | \$   | Anticipated MFA/MFF Filing Fees<br><div><div></div>Unbilled</div>                     | 91401-Gonzalez<br>Carlos Andres Gonzalez v.<br>PCH Venture Group, Inc.<br>dba Jack In the Box | Admin<br>Zakay | 1.00 | \$500.00  | -                 | \$500.00            |
|            |   |      |                                                                                       |                                                                                               |                |      |           | \$0.00<br>0.00h   | \$9,664.23<br>0.00h |

# **EXHIBIT 4**

# ZAKAY LAW GROUP, APLC

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

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## FIRM PRACTICE AREAS:

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

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## 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



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## 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

///

#### 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

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### 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

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### 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)

///

### **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

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

### 2. Cortez Ocegüera v. M & M Automotive

|                 |               |
|-----------------|---------------|
| <b>Court</b>    | Alameda       |
| <b>Case No.</b> | HG21086853    |
| <b>Nature</b>   | PAGA          |
| <b>Status</b>   | In Litigation |

### 3. Carbajal v. Keys Motors, Inc.

|                 |             |
|-----------------|-------------|
| <b>Court</b>    | Los Angeles |
| <b>Case No.</b> | 20STCV49714 |
| <b>Nature</b>   | PAGA        |
| <b>Status</b>   | Settled     |

### 4. Gregory v. Verio Healthcare, Inc

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

### 5. Putman v. Winco Holdings, Inc.

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

### 6. Williamson v. Stan Hotel

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

### 7. Hernandez v. USGI, Inc.

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

### 8. De Jesus v. UniCare

|              |           |
|--------------|-----------|
| <b>Court</b> | San Diego |
|--------------|-----------|

|                 |                                             |
|-----------------|---------------------------------------------|
| <b>Case No.</b> | 37-2022-00003063-CU-OE-CTL                  |
| <b>Nature</b>   | Meal/Rest Breaks, Unpaid Overtime, and PAGA |
| <b>Status</b>   | Settled                                     |

**9. Chambers v. Bass Medical Group**

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

**10. Lindsay v. Denso Products (Staffmark)**

|                 |                                                     |
|-----------------|-----------------------------------------------------|
| <b>Court</b>    | Riverside                                           |
| <b>Case No.</b> | CVRI2203360                                         |
| <b>Nature</b>   | Overtime, Minimum Wage claims, and Meal/Rest Breaks |
| <b>Status</b>   | Settled                                             |

**11. Maheia v. Clean Earth Environmental Solutions**

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

**12. Gray v. Sky Hotels**

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

**13. Mariscal v. Janco Industries**

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

**14. Trudelle v. Children of the Rainbow**

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

**15. Rodriguez v. Shaxon Industries**

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

|               |         |
|---------------|---------|
| <b>Status</b> | Settled |
|---------------|---------|

**16. Bautista v. Xtreme Auto Collision & Glass**

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

**17. Miller v. Barry's Security**

|                 |                                            |
|-----------------|--------------------------------------------|
| <b>Court</b>    | Riverside                                  |
| <b>Case No.</b> | CVRI2202929                                |
| <b>Nature</b>   | Overtime Wages, Meal/Rest Break violations |
| <b>Status</b>   | In Litigation                              |

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

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

**19. Maria Vazquez v. Mt. Collision**

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

**20. Rodriguez v. Performance Food Group**

|                 |                                            |
|-----------------|--------------------------------------------|
| <b>Court</b>    | Alameda                                    |
| <b>Case No.</b> | 22CV021320                                 |
| <b>Nature</b>   | Overtime Wages, Meal/Rest Break violations |
| <b>Status</b>   | Settled                                    |

**21. Shabazz v. Mann & Company**

|                 |                                            |
|-----------------|--------------------------------------------|
| <b>Court</b>    | Butte                                      |
| <b>Case No.</b> | 22CV02669                                  |
| <b>Nature</b>   | Overtime Wages, Meal/Rest Break violations |
| <b>Status</b>   | Settled                                    |

**22. Adame v. Hustead's Collision Center**

|                 |                                                |
|-----------------|------------------------------------------------|
| <b>Court</b>    | Alameda                                        |
| <b>Case No.</b> | 22CV018744                                     |
| <b>Nature</b>   | Minimum Wage violations, Meal/Rest Break, PAGA |
| <b>Status</b>   | Settled                                        |

**23. Monroy v. Donsuemor**

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

**24. Murbach v. Love Automotive**

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

**25. Bove v. S&B Restaurant Group**

|                 |                                            |
|-----------------|--------------------------------------------|
| <b>Court</b>    | Los Angeles                                |
| <b>Case No.</b> | 23STCV02528                                |
| <b>Nature</b>   | Overtime Wages, Meal/Rest Break violations |
| <b>Status</b>   | Settled                                    |

**26. Perseus Porras v. Tantalum Restaurant**

|                 |                                        |
|-----------------|----------------------------------------|
| <b>Court</b>    | Los Angeles                            |
| <b>Case No.</b> | 19STCV31015                            |
| <b>Nature</b>   | Unpaid Wages + Missed Meal/Rest Breaks |
| <b>Status</b>   | Settled                                |

**27. Nicholas Leon v. Miller Event Management**

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

**28. Aaris Watts v. TRL Systems**

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

**29. Johnathan Roa v. Otay Mesa Sales**

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

**30. Jonathan Mitchell v. Mack Trucking**

|                 |                                          |
|-----------------|------------------------------------------|
| <b>Court</b>    | San Bernardino                           |
| <b>Case No.</b> | CIVDS1928334                             |
| <b>Nature</b>   | Independent Contractor Misclassification |
| <b>Status</b>   | Settled                                  |

**31. Richard Jer Vang v. Bridge Property Management**

|               |                                           |
|---------------|-------------------------------------------|
| <b>Court</b>  | Alameda                                   |
| <b>Judge</b>  | Winfred Smith                             |
| <b>Nature</b> | Off the clock work, regular rate miscalc. |
| <b>Status</b> | Settled                                   |

**32. Madison Marrero v. Stat Med**

|                 |                                    |
|-----------------|------------------------------------|
| <b>Court</b>    | Alameda                            |
| <b>Case No.</b> | HG19043214                         |
| <b>Nature</b>   | Unpaid Overtime + Meal/Rest Breaks |
| <b>Status</b>   | Settled                            |

**33. Brian Reyes v. Stowasser Buick-GMC**

|                 |               |
|-----------------|---------------|
| <b>Court</b>    | Santa Barbara |
| <b>Case No.</b> | 19CV06183     |
| <b>Nature</b>   | Vaquero       |
| <b>Status</b>   | Settled       |

**34. Erik Foss v. Anderson Hospitality, Inc.**

|                 |                                    |
|-----------------|------------------------------------|
| <b>Court</b>    | Shasta                             |
| <b>Case No.</b> | 195317                             |
| <b>OPC</b>      | Wood Smith – Andrew Kleiner        |
| <b>Nature</b>   | Meal and Rest Breaks, Regular Rate |
| <b>Status</b>   | Settled                            |

**35. Griselda Duran v. EmployBridge**

|                 |                   |
|-----------------|-------------------|
| <b>Court</b>    | Kern              |
| <b>Case No.</b> | BCV-20-101583     |
| <b>Nature</b>   | Regular Rate, 226 |
| <b>Status</b>   | In Litigation     |

**36. Luis Rendon v. Healthcare Investments, Inc.**

|                 |             |
|-----------------|-------------|
| <b>Court</b>    | Los Angeles |
| <b>Case No.</b> | 20STCV39775 |



|               |                      |
|---------------|----------------------|
| <b>Nature</b> | Meal and Rest Breaks |
| <b>Status</b> | Settled              |

**37. Richard Melead v. TVI, Inc.**

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

**38. Thomas Haven v. California Vocations, Inc.**

|                 |                                     |
|-----------------|-------------------------------------|
| <b>Court</b>    | Butte                               |
| <b>Case No.</b> | 20CV01514                           |
| <b>Nature</b>   | Regular Rate + Meal and Rest Breaks |
| <b>Status</b>   | Settled                             |

**39. Estefania Renteria v. Love's Country**

|                 |               |
|-----------------|---------------|
| <b>Court</b>    | Kern          |
| <b>Case No.</b> | BCV-20-101260 |
| <b>Nature</b>   | 226           |
| <b>Status</b>   | Settled       |

**40. Rachel Latin v. OneMain General Services Corp.**

|                 |                |
|-----------------|----------------|
| <b>Court</b>    | Stanislaus     |
| <b>Case No.</b> | CV-20-002498   |
| <b>Nature</b>   | Dart + Magadia |
| <b>Status</b>   | Settled        |

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

|                 |                      |
|-----------------|----------------------|
| <b>Court</b>    | Merced               |
| <b>Case No.</b> | #20CV-02289          |
| <b>Nature</b>   | Meal and Rest Breaks |
| <b>Status</b>   | Settled              |

**42. Jie Xu v. HT Multinational**

|                 |                          |
|-----------------|--------------------------|
| <b>Court</b>    | San Bernardino           |
| <b>Case No.</b> | CIV-DS2015679            |
| <b>Nature</b>   | Exempt Misclassification |
| <b>Status</b>   | Settled                  |

**43. Yvette Molina v. Hawaiian Airlines**

|                 |                         |
|-----------------|-------------------------|
| <b>Court</b>    | Los Angeles             |
| <b>Case No.</b> | 20STCV28079             |
| <b>Nature</b>   | Meal and Rest + Magadia |
| <b>Status</b>   | Settled                 |

**44. Reinald Pillsbury v. T & T Restaurants CA**

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

**45. Luis de Jesus v. Guardian Angel Home Care**

|                 |                            |
|-----------------|----------------------------|
| <b>Court</b>    | San Diego                  |
| <b>Case No.</b> | 37-2020-00021049-CU-OE-CTL |
| <b>Nature</b>   | Piece-Rate                 |
| <b>Status</b>   | Settled                    |

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

|                 |              |
|-----------------|--------------|
| <b>Court</b>    | Los Angeles  |
| <b>Case No.</b> | 20STCV25675  |
| <b>Nature</b>   | Regular Rate |
| <b>Status</b>   | Settled      |

**47. Gabriel Mendez v. Bondz, Inc.**

|                 |                         |
|-----------------|-------------------------|
| <b>Court</b>    | San Joaquin             |
| <b>Case No.</b> | STK-CV-UOE-2020-0007486 |
| <b>Nature</b>   | Piece-Rate              |
| <b>Status</b>   | Settled                 |

**48. James Conley v. Siskiyou Forest Products**

|                 |                                         |
|-----------------|-----------------------------------------|
| <b>Court</b>    | Shasta                                  |
| <b>Case No.</b> | 195819                                  |
| <b>Nature</b>   | Regular Rate and Meal/Rest Breaks + 226 |
| <b>Status</b>   | Settled                                 |

**49. Alex Castellanos v. Southwest Patrol**

|                 |                            |
|-----------------|----------------------------|
| <b>Court</b>    | San Diego                  |
| <b>Case No.</b> | 37-2020-00024905-CU-OE-CTL |
| <b>Nature</b>   | Augutus                    |
| <b>Status</b>   | Settled                    |

**50. Rodney Stovall v. Javelin Logistics Company**

|                 |                    |
|-----------------|--------------------|
| <b>Court</b>    | Alameda            |
| <b>Case No.</b> | RG20075705         |
| <b>Nature</b>   | Meal / Rest Breaks |
| <b>Status</b>   | Settled            |

**51. Gabrielle Boyd v. Bluestone Lane Holdings, LLC**

|                 |                       |
|-----------------|-----------------------|
| <b>Court</b>    | San Francisco         |
| <b>Case No.</b> | CGC-20-585787         |
| <b>Nature</b>   | Tip Pooling ; Magadia |
| <b>Status</b>   | Settled               |

**52. Elias Kaser v. Aviation Consultants, Inc.**

|                 |                                  |
|-----------------|----------------------------------|
| <b>Court</b>    | Orange County                    |
| <b>Case No.</b> |                                  |
| <b>Nature</b>   | Meal / Rest Breaks, Regular Rate |
| <b>Status</b>   | Settled                          |

**53. Christopher Chacon v. Panda Motors, Inc.**

|                 |                |
|-----------------|----------------|
| <b>Court</b>    | San Bernardino |
| <b>Case No.</b> | CIV DS2022220  |
| <b>Nature</b>   | Regular Rate   |
| <b>Status</b>   | Settled        |

**54. Willie Lang v. Pathways**

|                 |                  |
|-----------------|------------------|
| <b>Court</b>    | San Diego        |
| <b>Case No.</b> | 37-2019-00049969 |
| <b>Nature</b>   | Off the Clock    |
| <b>Status</b>   | Settled          |

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

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

**56. Daniel Jacobs v. Rush Media Company**

|                 |                                          |
|-----------------|------------------------------------------|
| <b>Court</b>    | Los Angeles                              |
| <b>Case No.</b> | 20STCV32350                              |
| <b>Nature</b>   | Independent Contractor Misclassification |
| <b>Status</b>   | Settled                                  |

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

|                 |               |
|-----------------|---------------|
| <b>Court</b>    | Santa Barbara |
| <b>Case No.</b> | 20CV03573     |
| <b>Nature</b>   | Vaquero       |
| <b>Status</b>   | Settled       |

**58. Sukhraj Kaur v. ACES 2020, LLC**

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

**59. James Rachal v. ELG Metals, Inc.**

|                 |             |
|-----------------|-------------|
| <b>Court</b>    | Los Angeles |
| <b>Case No.</b> | 20STCV45861 |

|               |                                |
|---------------|--------------------------------|
| <b>Nature</b> | Meal/Rest Breaks, Regular Rate |
| <b>Status</b> | Settled                        |

**60. Michael Ashlock v. Advantis Medical Staffing**

|                 |                            |
|-----------------|----------------------------|
| <b>Court</b>    | San Diego                  |
| <b>Case No.</b> | 37-2020-00022305-CU-OE-CTL |
| <b>Nature</b>   | Regular Rate               |
| <b>Status</b>   | Settled                    |

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

|                 |                           |
|-----------------|---------------------------|
| <b>Court</b>    | El Dorado                 |
| <b>Case No.</b> | SC20200179                |
| <b>Nature</b>   | Meal/Rest Breaks, Seating |
| <b>Status</b>   | Settled                   |

**62. Nicolas Neutall v. Urban Alchemy**

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

**63. Courteney Arneson v. Bahn Thai, Inc.**

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

**64. Traci Pollinger v. Hoehn Motors, Inc.**

|                 |                            |
|-----------------|----------------------------|
| <b>Court</b>    | San Diego                  |
| <b>Case No.</b> | 37-2021-00003888-CU-OE-CTL |
| <b>Nature</b>   | Violation of PAGA          |
| <b>Status</b>   | Settled                    |

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

|                 |                            |
|-----------------|----------------------------|
| <b>Court</b>    | Orange                     |
| <b>Case No.</b> | 30-2021-01181315-CU-OE-CXC |
| <b>Nature</b>   | Violation of PAGA          |
| <b>Status</b>   | Settled                    |

**66. Shasta Collins v. Hilton Management, LLC**

|                 |                   |
|-----------------|-------------------|
| <b>Court</b>    | San Francisco     |
| <b>Case No.</b> | CGC-21-590959     |
| <b>Nature</b>   | Violation of PAGA |
| <b>Status</b>   | In Litigation     |

**67. Amanda Hernandez v. Parenting Network, Inc.**

|                 |                        |
|-----------------|------------------------|
| <b>Court</b>    | Tulare                 |
| <b>Case No.</b> | VCU287027              |
| <b>Nature</b>   | Meal/Rest Breaks, PAGA |
| <b>Status</b>   | Settled                |

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

|                 |                   |
|-----------------|-------------------|
| <b>Court</b>    | Monterey          |
| <b>Case No.</b> | 21CV001535        |
| <b>Nature</b>   | Violation of PAGA |
| <b>Status</b>   | Settled           |

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

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

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

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

**71. David Ezell v. Diab Leasing, Inc.**

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

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

|                 |                                   |
|-----------------|-----------------------------------|
| <b>Court</b>    | Alameda                           |
| <b>Case No.</b> | 21CV002063                        |
| <b>Nature</b>   | Meal/Rest Breaks, Unpaid Overtime |
| <b>Status</b>   | Settled                           |

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

|                 |                                         |
|-----------------|-----------------------------------------|
| <b>Court</b>    | Los Angeles                             |
| <b>Case No.</b> | 21STCV43314                             |
| <b>Nature</b>   | Meal/Rest Breaks, Unpaid Overtime, PAGA |
| <b>Status</b>   | Settled                                 |

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

|                 |            |
|-----------------|------------|
| <b>Court</b>    | Alameda    |
| <b>Case No.</b> | 21CV003531 |

|               |                                         |
|---------------|-----------------------------------------|
| <b>Nature</b> | Meal/Rest Breaks, Unpaid Overtime, PAGA |
| <b>Status</b> | Settled                                 |

**75. Jermell Jones v. Greenlawn Funeral Homes**

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

**76. Isaiah Davis v. RPM Juice, Inc.**

|                 |                                         |
|-----------------|-----------------------------------------|
| <b>Court</b>    | San Francisco                           |
| <b>Case No.</b> | 21STCV14755                             |
| <b>Nature</b>   | Meal/Rest Breaks, Unpaid Overtime, PAGA |
| <b>Status</b>   | Settled                                 |

**77. Jose Garcia v. Ferma Greenbox**

|                 |                    |
|-----------------|--------------------|
| <b>Court</b>    | Alameda            |
| <b>Case No.</b> | RG21101104         |
| <b>Nature</b>   | Unpaid Wages, PAGA |
| <b>Status</b>   | Settled            |

**78. Brittney Jones v. ASD6**

|                 |                            |
|-----------------|----------------------------|
| <b>Court</b>    | San Diego                  |
| <b>Case No.</b> | 37-2021-00016864-CU-OE-CTL |
| <b>Nature</b>   | PAGA                       |
| <b>Status</b>   | Settled                    |

**79. Melina Wilson v. Spreen Honda**

|                 |                |
|-----------------|----------------|
| <b>Court</b>    | San Bernardino |
| <b>Case No.</b> | CIVSB2119857   |
| <b>Nature</b>   | PAGA           |
| <b>Status</b>   | Settled        |

**80. Anthony Lopez v. Ferro Automotive**

|                 |               |
|-----------------|---------------|
| <b>Court</b>    | Solano        |
| <b>Case No.</b> | FCS056580     |
| <b>Nature</b>   | PAGA          |
| <b>Status</b>   | In Litigation |

**81. Michael Nash v. K. Hovnanian**

|                 |                                         |
|-----------------|-----------------------------------------|
| <b>Court</b>    | Riverside                               |
| <b>Case No.</b> | RIC2003319                              |
| <b>Nature</b>   | Meal/Rest Breaks, Unpaid Overtime, PAGA |
| <b>Status</b>   | In Litigation                           |

**82. Emily Tolosa v. Kensington Redwood City, LLC**

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

**83. Gabriel Guzman v. Vulcan Materials Company**

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

**84. Cristal Rodriguez v. EAH , Inc.**

|                 |                                         |
|-----------------|-----------------------------------------|
| <b>Court</b>    | Santa Cruz                              |
| <b>Case No.</b> | 21CV00884                               |
| <b>Nature</b>   | Meal/Rest Breaks, Unpaid Overtime, PAGA |
| <b>Status</b>   | Settled                                 |

**85. Natalie Chrestensen v. Northeastern Rural Health Clinics**

|                 |                                         |
|-----------------|-----------------------------------------|
| <b>Court</b>    | Lassen                                  |
| <b>Case No.</b> | 63703                                   |
| <b>Nature</b>   | Meal/Rest Breaks, Unpaid Overtime, PAGA |
| <b>Status</b>   | Settled                                 |

**86. Omar Vejar v. Fineline Woodworking, Inc.**

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

**87. Claudia Nunez v. The Whole Child**

|                 |                                         |
|-----------------|-----------------------------------------|
| <b>Court</b>    | Los Angeles                             |
| <b>Case No.</b> | 21STCV25160                             |
| <b>Nature</b>   | Meal/Rest Breaks, Unpaid Overtime, PAGA |
| <b>Status</b>   | Settled                                 |

**88. Jaqueline Nayyar v. Pizza Investment Entrepreneurs, LLC**

|                 |                                         |
|-----------------|-----------------------------------------|
| <b>Court</b>    | Solano                                  |
| <b>Case No.</b> | FCS056804                               |
| <b>Nature</b>   | Meal/Rest Breaks, Unpaid Overtime, PAGA |
| <b>Status</b>   | In Litigation                           |

**89. Michael Harrington v. Genesis Private Security**

|              |         |
|--------------|---------|
| <b>Court</b> | Alameda |
|--------------|---------|

|                 |                |
|-----------------|----------------|
| <b>Case No.</b> | RG21105476     |
| <b>Nature</b>   | Wage Statement |
| <b>Status</b>   | Settled        |

**90. Robert Baray v. Curation Foods**

|                 |                                         |
|-----------------|-----------------------------------------|
| <b>Court</b>    | Santa Barbara                           |
| <b>Case No.</b> | 21CV2834                                |
| <b>Nature</b>   | Meal/Rest Breaks, Unpaid Overtime, PAGA |
| <b>Status</b>   | Settled                                 |

**91. James Aguilar v. T & K**

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

**92. Alahjah Brown v. NRI USA, Inc.**

|                 |                |
|-----------------|----------------|
| <b>Court</b>    | San Bernardino |
| <b>Case No.</b> | CIVSB0228407   |
| <b>Nature</b>   | PAGA           |
| <b>Status</b>   | Settled        |

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

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

**94. Joe Moreno v. Rambo, LLC.**

|                 |                            |
|-----------------|----------------------------|
| <b>Court</b>    | San Diego                  |
| <b>Case No.</b> | 37-2021-00038129-CU-OE-CTL |
| <b>Nature</b>   | PAGA                       |
| <b>Status</b>   | In Litigation              |

**95. Norman Respass v. The Scion Group**

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

**96. Devin Terrell v. KaiserAir**

|                 |                                         |
|-----------------|-----------------------------------------|
| <b>Court</b>    | Alameda                                 |
| <b>Case No.</b> | RG21113701                              |
| <b>Nature</b>   | Meal/Rest Breaks, Unpaid Overtime, PAGA |
| <b>Status</b>   | Settled                                 |



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

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

**98. Dante Henderson v. Bizon Group, Inc.**

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

**99. Noemy Flores v. Aven Group, Inc.**

|                 |              |
|-----------------|--------------|
| <b>Court</b>    | Los Angeles  |
| <b>Case No.</b> | 21STCV36642  |
| <b>Nature</b>   | Wage Order 5 |
| <b>Status</b>   | Settled      |

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

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

**101. Ricardo Rodriguez v. Employbridge**

|                 |                            |
|-----------------|----------------------------|
| <b>Court</b>    | Ventura                    |
| <b>Case No.</b> | 56-2021-00559039-CU-OE-VTA |
| <b>Nature</b>   | PAGA                       |
| <b>Status</b>   | Settled                    |

**102. Amanda Patterson v. RCSH Operations, Inc.**

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

**103. Tyra Toler v. Total Testing Solutions LLC**

|                 |                                         |
|-----------------|-----------------------------------------|
| <b>Court</b>    | Los Angeles                             |
| <b>Case No.</b> | 21STCV38452                             |
| <b>Nature</b>   | Meal/Rest Breaks, Unpaid Overtime, PAGA |
| <b>Status</b>   | Settled                                 |

**104. Juanita Allen v. Nissan of Stockton**

|              |             |
|--------------|-------------|
| <b>Court</b> | San Joaquin |
|--------------|-------------|

|                 |                      |
|-----------------|----------------------|
| <b>Case No.</b> | STK-CV-UOE-2021-8956 |
| <b>Nature</b>   | PAGA                 |
| <b>Status</b>   | In Litigation        |

**105. Paola Villalvazo v. SK Market Inc.**

|                 |             |
|-----------------|-------------|
| <b>Court</b>    | Los Angeles |
| <b>Case No.</b> | 21STCV39911 |
| <b>Nature</b>   | PAGA        |
| <b>Status</b>   | Settled     |

**106. Luke Delacruz v. Walmart (Bonobos)**

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

**107. Powell v. Core Community Organized Relief Effort**

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

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

|                 |                     |
|-----------------|---------------------|
| <b>Court</b>    | Merced              |
| <b>Case No.</b> | 21CV-03773          |
| <b>Nature</b>   | Regular Rate of Pay |
| <b>Status</b>   | In Litigation       |

**109. Alisa Alvarez v. SLO Arches, Inc.**

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

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

|                 |                |
|-----------------|----------------|
| <b>Court</b>    | San Bernardino |
| <b>Case No.</b> | CIVSB2133207   |
| <b>Nature</b>   | Rounding       |
| <b>Status</b>   | In Litigation  |

**111. Parastoo Maboudi v. The Neiman Marcus Group LLC**

|                 |                                    |
|-----------------|------------------------------------|
| <b>Court</b>    | Santa Clara                        |
| <b>Case No.</b> | 22CV391973                         |
| <b>Nature</b>   | Regular Rate of Pay Miscalculation |
| <b>Status</b>   | Settled                            |

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

|                 |                     |
|-----------------|---------------------|
| <b>Court</b>    | Napa                |
| <b>Case No.</b> | 22CV000006          |
| <b>Nature</b>   | Regular Rate of Pay |
| <b>Status</b>   | Settled             |

**113. Maria Tabarez v. Alta Hospitals System LLC**

|                 |                 |
|-----------------|-----------------|
| <b>Court</b>    | Los Angeles     |
| <b>Case No.</b> | 5220001658      |
| <b>Nature</b>   | Meal/Rest Break |
| <b>Status</b>   | In Litigation   |

**114. Luther Roddy v. O'Neil Beverages**

|                 |            |
|-----------------|------------|
| <b>Court</b>    | Marin      |
| <b>Case No.</b> | CIV2200067 |
| <b>Nature</b>   | Various    |
| <b>Status</b>   | Settled    |

**115. David Stevens v. Kamps Propane, Inc.**

|                 |                            |
|-----------------|----------------------------|
| <b>Court</b>    | San Diego                  |
| <b>Case No.</b> | 37-2021-00016367-CU-OE-CTL |
| <b>Nature</b>   | Various                    |
| <b>Status</b>   | In Litigation              |

**116. Veronica Maravilla v. Venus Et Fleur, LLC**

|                 |                            |
|-----------------|----------------------------|
| <b>Court</b>    | San Diego                  |
| <b>Case No.</b> | 37-2021-00016367-CU-OE-CTL |
| <b>Nature</b>   | Various                    |
| <b>Status</b>   | Settled                    |

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

|                 |             |
|-----------------|-------------|
| <b>Court</b>    | Los Angeles |
| <b>Case No.</b> | 22STCV18688 |
| <b>Nature</b>   | Various     |
| <b>Status</b>   | Settled     |

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

|                 |                  |
|-----------------|------------------|
| <b>Court</b>    | San Bernardino   |
| <b>Case No.</b> | CIVSB2203661     |
| <b>Nature</b>   | Meal/Rest Breaks |
| <b>Status</b>   | In Litigation    |

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

|                 |                         |
|-----------------|-------------------------|
| <b>Court</b>    | San Joaquin             |
| <b>Case No.</b> | STK-CV-UOE-2022-0000452 |
| <b>Nature</b>   | Regular Rate of Pay     |

|               |         |
|---------------|---------|
| <b>Status</b> | Settled |
|---------------|---------|

**120. Tyler Sneed v. Sunroad Auto, LLC et al.**

|                 |                  |
|-----------------|------------------|
| <b>Court</b>    | San Diego        |
| <b>Case No.</b> | 37-2022-00007661 |
| <b>Nature</b>   | Various          |
| <b>Status</b>   | In Litigation    |

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

|                 |                  |
|-----------------|------------------|
| <b>Court</b>    | San Diego        |
| <b>Case No.</b> | 37-2022-00010114 |
| <b>Nature</b>   | Various          |
| <b>Status</b>   | In Litigation    |

**122. Marquan Nesbitt v. Autonomous, Inc.**

|                 |                     |
|-----------------|---------------------|
| <b>Court</b>    | San Bernardino      |
| <b>Case No.</b> | CIVSB2204742        |
| <b>Nature</b>   | Regular Rate of Pay |
| <b>Status</b>   | Settled             |

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

|                 |                            |
|-----------------|----------------------------|
| <b>Court</b>    | San Diego                  |
| <b>Case No.</b> | 37-2022-00003063-CU-OE-CTL |
| <b>Nature</b>   | Piece-Rate                 |
| <b>Status</b>   | Settled                    |

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

|                 |                |
|-----------------|----------------|
| <b>Court</b>    | San Bernardino |
| <b>Case No.</b> | CIVSB2207363   |
| <b>Nature</b>   | Wage Statement |
| <b>Status</b>   | Settled        |

**125. Serenity Jean Dewolf v. Mountain Counties Supply Company**

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

**126. Jeannete Gomes v. Homeaglow Inc.**

|                 |                                          |
|-----------------|------------------------------------------|
| <b>Court</b>    | San Joaquin / Los Angeles                |
| <b>Case No.</b> | 22STCV27159                              |
| <b>Nature</b>   | Independent Contractor Misclassification |
| <b>Status</b>   | In Litigation                            |

**127. Alan Carrillo Rodriguez v. Titan Workforce**

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

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

|                 |               |
|-----------------|---------------|
| <b>Court</b>    | San Francisco |
| <b>Case No.</b> | CGC-22-599270 |
| <b>Nature</b>   | Rounding      |
| <b>Status</b>   | Settled       |

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

|                 |                  |
|-----------------|------------------|
| <b>Court</b>    | San Diego        |
| <b>Case No.</b> | 37-2022-00013690 |
| <b>Nature</b>   | Piece-Rate       |
| <b>Status</b>   | Settled          |

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

|                 |             |
|-----------------|-------------|
| <b>Court</b>    | Yolo        |
| <b>Case No.</b> | CV2022-0652 |
| <b>Nature</b>   | Meal/Rest   |
| <b>Status</b>   | Settled     |

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

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

**132. John Schilder v. Tenderloin Neighborhood Development Corporation**

|                 |               |
|-----------------|---------------|
| <b>Court</b>    | San Francisco |
| <b>Case No.</b> | CGC-22-599603 |
| <b>Nature</b>   | Various       |
| <b>Status</b>   | In Litigation |

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

|                 |             |
|-----------------|-------------|
| <b>Court</b>    | Los Angeles |
| <b>Case No.</b> | 22STCV17591 |
| <b>Nature</b>   | Rounding    |
| <b>Status</b>   | Settled     |

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

|                 |                  |
|-----------------|------------------|
| <b>Court</b>    | San Diego        |
| <b>Case No.</b> | 37-2022-00020531 |
| <b>Nature</b>   | Piece Rate       |

|               |               |
|---------------|---------------|
| <b>Status</b> | In Litigation |
|---------------|---------------|

**135. Alex Pegues v. eLink Recruiting Solutions, Inc. et al.**

|                 |                               |
|-----------------|-------------------------------|
| <b>Court</b>    | Los Angeles                   |
| <b>Case No.</b> | 22STCV18259                   |
| <b>Nature</b>   | COVID-Screening Off-The-Clock |
| <b>Status</b>   | In Litigation                 |

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

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

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

|                 |                |
|-----------------|----------------|
| <b>Court</b>    | Los Angeles    |
| <b>Case No.</b> | 22STCV12086    |
| <b>Nature</b>   | Wage Statement |
| <b>Status</b>   | Settled        |

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

|                 |               |
|-----------------|---------------|
| <b>Court</b>    | Los Angeles   |
| <b>Case No.</b> | 22STCV19341   |
| <b>Nature</b>   | Various       |
| <b>Status</b>   | In Litigation |

**139. Brennan Howard v. Koulax Enterprises**

|                 |                  |
|-----------------|------------------|
| <b>Court</b>    | Los Angeles      |
| <b>Case No.</b> | 21GDCV01154      |
| <b>Nature</b>   | Meal/Rest Breaks |
| <b>Status</b>   | In Litigation    |

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

|                 |                |
|-----------------|----------------|
| <b>Court</b>    | Riverside      |
| <b>Case No.</b> | CVRI2202569    |
| <b>Nature</b>   | Wage Statement |
| <b>Status</b>   | In Litigation  |

**141. Kaliyah Martin v. Blend Labs et al.**

|                 |                              |
|-----------------|------------------------------|
| <b>Court</b>    | San Francisco                |
| <b>Case No.</b> | CGC-22-600420                |
| <b>Nature</b>   | Regular Rate Miscalculations |
| <b>Status</b>   | Settled                      |

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

|                 |             |
|-----------------|-------------|
| <b>Court</b>    | Los Angeles |
| <b>Case No.</b> | 22STCV21833 |
| <b>Nature</b>   | Various     |
| <b>Status</b>   | Settled     |

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

|                 |                            |
|-----------------|----------------------------|
| <b>Court</b>    | Orange                     |
| <b>Case No.</b> | 30-2021-01213869-CU-OE-CXC |
| <b>Nature</b>   | Labor Code 204             |
| <b>Status</b>   | In Litigation              |

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

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

**145.Brad Klein v. Redzone Security Inc.**

|                 |               |
|-----------------|---------------|
| <b>Court</b>    | Riverside     |
| <b>Case No.</b> | CVRI2202841   |
| <b>Nature</b>   | Augustus      |
| <b>Status</b>   | In Litigation |

**146. Steve Martinez v. Radiant Services Corp.**

|                 |               |
|-----------------|---------------|
| <b>Court</b>    | Los Angeles   |
| <b>Case No.</b> | 22STCV23115   |
| <b>Nature</b>   | Off-the-Clock |
| <b>Status</b>   | In Litigation |

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

|                 |           |
|-----------------|-----------|
| <b>Court</b>    | Nevada    |
| <b>Case No.</b> | CU0000023 |
| <b>Nature</b>   | Various   |
| <b>Status</b>   | Settled   |

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

|                 |               |
|-----------------|---------------|
| <b>Court</b>    | Los Angeles   |
| <b>Case No.</b> | 22STCV13175   |
| <b>Nature</b>   | Rounding      |
| <b>Status</b>   | In Litigation |

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

|                 |              |
|-----------------|--------------|
| <b>Court</b>    | Los Angeles  |
| <b>Case No.</b> | 22STCV14674  |
| <b>Nature</b>   | Wage Order 5 |

|        |         |
|--------|---------|
| Status | Settled |
|--------|---------|



# **EXHIBIT 5**