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11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

12 **IN AND FOR THE COUNTY OF ALAMEDA**

13 JAH JACKSON, an individual, on behalf
14 of himself and on behalf of all persons
15 similarly situated,

16 Plaintiff,

17 vs.

18 DECATHLON USA LLC, a Limited
19 Liability Company; and DOES 1 through
20 50, inclusive,

21 Defendants.

Case No.: **RG20073024**

**DECLARATION OF KYLE NORDREHAUG
IN SUPPORT OF MOTION TO APPROVE
PAGA SETTLEMENT**

Hearing Date: November 29, 2022

Hearing Time: 10:00 a.m.

Reservation ID: 987680009377

Judge: Hon. Evelio Grillo

Dept.: 21

Trial Date: Not Set

Action Filed: August 31, 2020

1 I, Kyle Nordrehaug, declare as follows:

2 1. I am the partner in the law firm of Blumenthal Nordrehaug Bhomwik De
3 Blouw LLP, attorneys for Plaintiff Jah Jackson ("Plaintiff"). As such, I am fully familiar
4 with the facts, pleadings and history of this matter. I am submitting this declaration in
5 support of the Plaintiff's Motion to Approve PAGA Settlement in this matter. The following
6 facts are within my own personal knowledge, and if called as a witness, I could and would
7 testify competently to the matters stated herein.

8 2. A true and correct copy of the fully executed PAGA Settlement Agreement
9 ("Settlement Agreement") with Defendant Decathlon USA, LLC ("Defendant") is attached
10 as Exhibit #1. A proposed order approving the PAGA settlement is submitted herewith.

11 3. Plaintiff and Defendant agreed to mediate with Jeffrey Ross. Prior to the
12 mediation, the Parties conducted significant investigation and discovery of the facts and law.
13 Defendant produced documents relating to its policies, practices, and procedures regarding
14 paying non-exempt employees for all hours worked, overtime, meal and rest period policies,
15 payroll and operations policies, and more. Plaintiff was provided with sufficient records and
16 data to determine the number of Aggrieved Employees and the number of workweeks in the
17 PAGA Period. The Parties agree that the above-described investigation and evaluation, as
18 well as the information exchanged during the settlement negotiations, are more than
19 sufficient to assess the merits of the Parties' positions and to compromise the issues on a fair
20 and equitable basis. Plaintiff's theory of PAGA liability as argued at mediation alleged that
21 Defendant required multiple bag check inspections all of which occurred off the clock and
22 thus Defendant failed to pay proper minimum and overtime wages. Plaintiff also alleged that
23 Defendant failed to pay the proper overtime rate because certain non-discretionary bonus
24 payments were not factored into the regular rate for purposes of calculating the correct
25 overtime rate resulting in less overtime being paid. Additionally, Plaintiff alleges that
26 Defendant's wage statements were faulty because they failed to state the total number of
27 hours worked and also that Defendant failed to reimburse for cell phone expenses because

1 employees were required to download and use the “rippling” application for scheduling and
2 other work-related purposes. On January 21, 2022, the Parties engaged in an all-day
3 mediation session before Mediator Ross, a respected and experienced mediator
4 knowledgeable of both the wage and hour laws and representative claims at issue in this
5 action. Through arms-length negotiations with the assistance of the mediator, the Parties
6 reached an agreement to settle the PAGA claims in this action which led to the signing of a
7 Memorandum of Understanding memorializing the settlement.¹ The settlement was
8 negotiated in light of all known facts and circumstances and the uncertainty associated with
9 litigation – including the risk of Plaintiff not being able to maintain representative claims, the
10 difficulty of proving Plaintiff’s claims in a manageable trial, the merits of Defendant’s
11 potential defenses, and the significant delay and potential appellate issues inherent to
12 litigation – and was reached after extensive arm’s length negotiations, with the assistance of
13 Mediator Ross.

14 4. The claim before this court is the representative claim under PAGA on behalf
15 of the State of California for civil penalties pursuant to the PAGA. The parties have agreed
16 to settle this PAGA claim in its entirety after investigation and an arm’s length mediation
17 session. The PAGA settlement is subject to Court approval consistent with Labor Code
18 §2699(1)(2)(Settlement Agreement at §IV ¶29)) . The Settlement Agreement negotiated by
19 the Parties provides for a “Gross PAGA Settlement Amount” payment in the amount of
20 \$475,000 to resolve the Released PAGA Claims (hereinafter referred to as the “PAGA
21 Settlement”). From this PAGA Settlement of \$475,000, there is a deduction of attorneys’
22 fees in the amount of \$153,333 (which is one-third of the PAGA Settlement), reimbursement
23 of incurred costs in an amount not to exceed \$16,000, and Settlement Administration Costs

24 ¹ In addition to the Gross PAGA Settlement Amount, Defendant has agreed to separately settle
25 Plaintiff’s individual claims pursuant to a separate confidential Individual Settlement Agreement
26 (“Individual Settlement”)(Settlement Agreement at §III ¶24(b)). The individual claims were not at
27 issue in this action and exist independent and apart from the PAGA claims at issue before the Court.
28 See *Kim v. Reins Int’l Cal., Inc.*, 9 Cal. 5th 73, 80 (2020) (the “[s]ettlement of individual claims does
not strip an aggrieved employee of standing, as the state’s authorized representative, to pursue
PAGA remedies” nor resolve the PAGA claims.)

1 not to exceed \$5,000. (Settlement Agreement at §III ¶23(b)-(c)).² After these deductions, the
2 amount remaining is the “PAGA Payment”, which is estimated to be \$295,667.00. Of the
3 PAGA Payment amount, seventy-five percent (75%) will be paid to the LWDA and the
4 remaining twenty-five percent (25%) will be paid to the Aggrieved Employees (Settlement
5 Agreement at III ¶23(a)(1)). “Aggrieved Employees” means all individuals who were
6 employed by Defendant in California and classified as non-exempt employees during the
7 PAGA Period. The PAGA Period is the time period February 19, 2019 to May 9, 2022.
8 (Settlement Agreement at §I ¶2)). The Individual PAGA Payment for each Aggrieved
9 Employee shall be based on the number of pay periods each Aggrieved Employee worked
10 during the PAGA Period as an Aggrieved Employee, as a percentage of the total pay periods
11 worked by all Aggrieved Employees during the PAGA Period. (Settlement Agreement at III
12 ¶23(a)(1)). Defendant has represented to PAGA Counsel the number of pay periods and
13 Aggrieved Employees. Defendant represents that there are approximately 326 Aggrieved
14 Employees who worked approximately 5,128 pay periods during the PAGA Period.
15 (Settlement Agreement at § III ¶22). Upon entry of final judgment, the Released Parties
16 shall be entitled to a release from the State of California and the Aggrieved Employees only
17 for any “Released PAGA Claims”, which means all PAGA claims for civil penalties under
18 California Labor Code §§ 2698 *et seq.*, predicated on the California Labor Code claims that
19 are asserted in the LWDA Notice and operative complaint which are for civil penalties
20 pursuant to Labor Code section 2699, *et seq.* for claims of Labor Code sections §§ 201, 202,
21 203, 204, 210, 226(a), 226.7, 226.8, 510, 512, 558, 1194, 1197, 1197.1, 1198, 1198.5, 2802
22 and applicable Industrial Welfare Commission Wage Orders (the “Released PAGA
23 Claims”)(Settlement Agreement at §III ¶24(a)). The Released PAGA Claims (except as to
24

25 ² In the event the Court approves less than One-Third of the Gross PAGA Settlement Amount in
26 Attorneys’ Fees or less than \$16,000 in Attorneys’ Expenses to PAGA Counsel, the unawarded
27 difference will be added to the PAGA Payment and not to PAGA Counsel or the Defendant.
28 (Settlement Agreement at §III ¶23(b)). In the event the Court approves less than \$5,000 to
administer the settlement or if the actual cost to administer the settlement is less than \$5,000, the
difference will be added to the PAGA Payment. (*Id.* at ¶23(c)).

1 Plaintiff) does not include class claims, underlying wage and hour claims, claims for
2 wrongful termination, discrimination, unemployment insurance, disability, and workers'
3 compensation, and claims outside of the PAGA Period. The Released PAGA Claims do not
4 include any claims that cannot be released as a matter of law. (*Id.*) The Settlement
5 Agreement expressly confirms that **"In no event shall the release of the Released PAGA**
6 **Claims in this Settlement Agreement release any individual claims of any individuals."**
7 (*Id.*)

8 5. Attorneys' fees equal to one-third of the Gross PAGA Settlement amount
9 (\$158,333) and litigation expenses in an amount not to exceed \$16,000 will also be paid to
10 PAGA Counsel as part of the settlement in accordance with California Labor Code §
11 2699(g)(1), as set forth in the Settlement Agreement.³ Lastly, payment to the Settlement
12 Administrator in an amount not to exceed \$5,000 to perform the administrative duties to
13 distribute the settlement money shall also be paid.

14 6. As experienced counsel, we believe that the PAGA Settlement is fair and
15 reasonable and therefore should be approved in light of Defendant's potential defenses to the
16 violations at issue, the risks and costs of continued litigation. Here, the Gross PAGA
17 Settlement Amount of \$475,000 is significantly more than similar settlements and constitutes
18 approximately \$93 per pay period. This PAGA Settlement amount compares favorably to
19 the estimated amount of PAGA penalties. With the assistance of an expert, Plaintiff
20 calculated that the maximum amount of statutory PAGA civil penalties was potentially
21 \$512,800 based on 5,128 pay periods applicable to the Aggrieved Employees during the
22 PAGA Period.⁴ Importantly, however, these calculations were performed at the maximum
23

24 ³ As set forth in the accompanying Declaration of Kyle Nordrehaug, PAGA Counsel incurred costs
25 in the current amount of \$14,277.68, which is less than the cost allocation in the Settlement
26 Agreement. See Declaration of Nordrehaug at ¶ 9.

27 ⁴ Stacking is where more than one civil penalty is imposed in a pay period for the same conduct.
28 The valuation of \$512,800 is the civil penalty amount without stacking. If stacking is permitted, then
the valuation increases with each additional penalty added to each pay period. Plaintiff, however, is
not aware of any PAGA award which permitted stacking and in the cases cited herein, only one
penalty per pay period was assessed.

1 statutory rate for the penalties, when in fact, it is likely that any penalties awarded would be
2 at a lower rate. California Labor Code Section 2699(e)(1) permits a Court to award a lesser
3 amount than the maximum civil penalty if based on the facts and circumstances to do
4 otherwise would result in an award that is "unjust, arbitrary and oppressive or confiscatory."
5 In *Carrington v. Starbucks Corp.*, 30 Cal. App. 5th 504 (2018), the Court of Appeal affirmed
6 a judgment after trial which only provided for a PAGA penalty of \$5 per pay period.
7 Therefore, at trial, any PAGA penalties awarded could be significantly less than Plaintiff's
8 calculation even where Plaintiff prevailed on the PAGA claim. If the amount of \$5 per pay
9 period from *Carrington v. Starbucks* is used, the potential recovery of civil penalties would
10 be only \$25,640.00, which is less than this settlement provides.

11 7. Here, Plaintiff would need to prove that each Aggrieved Employee
12 suffered a violation for each period the employee worked in relation to meal or rest period
13 violations, failure to pay minimum or overtime wages, failure to provide accurate itemized
14 wage statements, failure to pay wages when due and failure to reimburse employees for
15 required expenses. Defendant maintains that Plaintiff and the Aggrieved Employees were
16 properly compensated, and that they did not violate the Labor Code. Accordingly,
17 Defendant disputes and denies Plaintiff's allegations and claims asserted in the complaint
18 which are resolved by the Settlement Agreement. Defendant asserted additional defenses to
19 the PAGA claim, not only as to liability but also as to the amount of the penalties.
20 Defendant could argue that no penalties prior to the PAGA notification should be awarded
21 because the violations were not intentional, and at least one Court has so ruled. These
22 defenses present a risk to the PAGA claims and the potential that some or all of the PAGA
23 penalties sought may not be awarded. Given Defendant's potential defenses to the violations
24 at issue, the risks and costs of continued litigation, Plaintiff and his attorneys believe that the
25 PAGA Settlement is fair and reasonable. Defendant has similarly concluded that it is
26 desirable that the action is settled in the manner and upon the terms and conditions set forth
27 in the Settlement Agreement in order to avoid further expense, inconvenience and distraction
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1 of further legal proceedings, as well as the uncertainty of litigation. Defendant has
2 determined that it is desirable and beneficial to put to rest the claims in this action and
3 Defendant agrees that the PAGA Settlement is fair, reasonable, and adequate. PAGA
4 Counsel have significant experience litigating wage and hour claims including claims for
5 PAGA penalties, and the PAGA Settlement here is similar to or greater than similar
6 settlements that courts have approved. The PAGA Settlement, along with the other terms of
7 the proposed settlement, were negotiated by experienced counsel at arm's length with the
8 assistance of a private mediator, Jeffrey Ross. As set forth in the accompanying proof of
9 service, the LWDA has been provided notice of this motion and the PAGA settlement. The
10 decision of the LWDA to accept the PAGA Settlement and not oppose the motion should be
11 given considerable weight. This is not a situation where the Court needs to be concerned
12 about the rights of absent employees as in a class settlement, as this PAGA-only settlement
13 does not release the individual claims of absent employees, and the LWDA is a sophisticated
14 government entity that is more than able to look out for its own rights.

15 8. PAGA Counsel seek approval of attorneys' fees from the PAGA settlement in
16 the amount of \$158,333 representing one-third of the \$475,000 Gross PAGA Settlement
17 Amount. The payment of attorneys' fees and costs to Plaintiff's Counsel under the
18 Settlement Agreement is supported by several factors. First, the requested fees are justified
19 by the result achieved. PAGA Counsel negotiated a recovery of \$475,000, and this result
20 justifies the requested fees equal to one third of this recovery. This percentage is within the
21 standard contingent recovery percentage of one-third, and this percentage is what was
22 expressly approved by the Supreme Court in *Laffitte v. Robert Half Int'l Inc.*, 1 Cal.5th 480,
23 504, (2016). Second, the fee award is justified by the work performed and contributions to
24 the case. As detailed below, the fee award represents PAGA Counsel's current lodestar of
25 \$136,740.75 with a reasonable multiplier of less than 1.2, with significant additional work to
26 be performed such that the multiplier will ultimately be negligible. Third, the consideration
27 of the enhancement factors justify the enhancement of the lodestar. Courts multiply the
28

lodestar by a factor to account for the risk of non-payment, delay in payment, the quality of work, and the novelty and difficulty of the issues involved. As detailed in the accompanying billing statements, true and correct copies of which are attached hereto as Exhibits #2 and 3, the current lodestar for my firm in this matter as of October 31, 2022 is \$136,740.75 for more than 240 hours of work prosecuting the claims being resolved by this Settlement.⁵ This time does not include time incurred after the billing was finalized and the time spent managing the completion of the settlement, which I estimate will add \$20,000 to \$30,000 in additional lodestar.

9. The award of litigation expenses is based upon the actual expenses incurred by Plaintiff and PAGA Counsel, which currently are \$14,277.68. Under the Settlement Agreement, PAGA Counsel will be recovering litigation expenses in the total amount of \$14,277.68 which is less than the \$16,000 allocation for costs in the Settlement Agreement, so the difference of \$1,722.32 will be added to the PAGA Payment amount. The litigation expenses incurred by my firm in the amount of \$14,277.68 were all reasonably necessary to the litigation, and are detailed in Exhibits #2 and 3 attached hereto.

Experience and Qualifications

10. I have represented hundreds of thousands of employees in hundreds of legal matters, including PAGA lawsuits and hundreds of employment class actions. Blumenthal Nordrehaug Bhowmik De Blouw LLP's practice is devoted almost entirely to the prosecution of wage and hour class action and PAGA action matters. The attorneys at Blumenthal Nordrehaug Bhowmik De Blouw LLP have been appointed lead counsel in hundreds of contested motions for class certification including many consolidated wage and hour matters.

⁵ Blumenthal Nordrehaug Bhowmik De Blouw LLP switched billing programs in June 2022, so Exhibit #2 consists of the billing statement from Tussman which covers billing from inception to June 2022, and Exhibit #3 from Clio covers billing from June 2022 to the present.

1 (a) Blumenthal Nordrehaug Bhowmik De Blouw LLP was responsible for
2 handling the briefing and argument that resulted in the landmark ruling of *Sakkab v.*
3 *Luxottica Retail N. Am., Inc.*, 803 F.3d 425 (9th Cir. 2015). There, Blumenthal Nordrehaug
4 Bhowmik De Blouw LLP overcame opposition by Littler Mendelson and amici Curiae briefs
5 submitted by Mayer Brown LLP to persuade the Ninth Circuit of the importance of the
6 substantive rights of the State of California under the California Private Attorney General
7 Act of 2004 ("PAGA"). Blumenthal Nordrehaug Bhowmik De Blouw LLP took the lead on
8 this case where the ruling was the reaffirmation of the PAGA statute and the *Iskanian* rule.
9 Blumenthal Nordrehaug Bhowmik De Blouw LLP also has recently engaged in noted
10 appellate work on the subject of class actions in the California Court of Appeals resulting in
11 the opinions handed down in *Securitas Sec. Services USA, Inc. v. Superior Court*, 234 Cal.
12 App. 4th 1109, 184 Cal. Rptr. 3d 568 (2015) (class or representative action waiver in an
13 employment-related arbitration agreement was unenforceable); *Altman v. Solarcity Corp.*,
14 No. D067582, 2016 Cal. App. Unpub. LEXIS 3536 (Ct. App. May 13, 2016) (same). In
15 2015, Blumenthal Nordrehaug Bhowmik De Blouw LLP received an award from the Daily
16 Journal for Top Appellate Reversal, and I received an award from the Daily Journal as Top
17 Labor & Employment Attorney 2016.

18 (b) Blumenthal Nordrehaug Bhowmik De Blouw LLP has litigated
19 hundreds of PAGA claims. In particular, in the last several years Blumenthal Nordrehaug
20 Bhowmik De Blouw LLP negotiated court-approved PAGA settlements with: (i) Mattress
21 Firm in the amount of \$3,750,000 (*Miller v. Mattress Firm*, Santa Clara County Superior
22 Court Case No. 17CV313148); (ii) CH Robinson in the amount of \$630,000 (*Poublon v.*
23 *C.H. Robinson*, U.S.D.C. Central District of California Case No. 12-06654); (iii) Accentcare
24 in the amount of \$500,000 (*Lanuza v. Accentcare*, San Francisco Superior Court Case No.
25 CGC-18-565521); (iv) Prime Healthcare in the amount of \$700,000 (*Ortega v. Prime*
26 *Healthcare Paradise Valley, LLC*, Superior Court of California for the County of San Diego,
27 Case No. 37-2014-00011240); (v) Planet Beauty in the amount of \$200,000 (*Sanchez v.*

1 *Beena Beauty Holding, Inc.*, Superior Court of California for the County of Los Angeles,
2 Case No. BC566065); (vi) Holman Automotive Group in the amount of \$580,000 (*Gabriel v.*
3 *KUNI SDI, LLC, et al.*, Superior Court of California for the County of San Diego, Case No.
4 37-2017-00025191); (vii) Aircraft Service International in the amount of \$1,100,000 (*Martin*
5 *v. Aircraft Service International, Inc., et al.*, Superior Court of California, County of San
6 Francisco Case No. CGC-18-566072); (viii) Easy Driving School in the amount of \$896,000
7 (*Thomas v. Easy Driving School*, Superior Court for the County of San Diego, Case No. 37-
8 2018-00047639); (ix) Café Rio in the amount of \$835,000 (*Quincho v. Café Rio*, Superior
9 Court for the County of San Bernardino, Case No. CIVDS2011822); (x) Altamed in the
10 amount of \$1,570,000 (*Meek v. Altamed Health Services*, Superior Court for the County of
11 Los Angeles, Case No. 20STCV47464); (xi) Lululemon in the amount of \$1,200,000
12 (*O'Donnell v. Lululemon USA, Inc.*, Superior Court for the County of Ventura, Case No. 56-
13 2020-00542441); (xii) Yourmechanic in the amount of \$1,285,000 (*Provost v.*
14 *Yourmechanic, Inc.*, Superior Court for the County of San Diego, Case No. 37-2017-
15 00024056); (xiii) Altamed in the amount of \$1,570,000 (*Meek v. Altamed Health Services*,
16 Superior Court for the County of Los Angeles, Case No. 20STCV47464); and (ix) Oakhurst
17 in the amount of \$380,000 (*Neff v. Oakhurst Industries*, Superior Court for the County of
18 Los Angeles, Case No. 21STCV21110). Based upon our significant experience litigating
19 claims for PAGA penalties, the opinion of experience counsel is that this is an excellent
20 settlement and the PAGA Payment here is greater on a per pay period basis than similar
21 settlements that my firm has previously negotiated and which courts have approved.

22 (c) Then Chief Judge Irma Gonzales in a consolidated class action
23 representing hundreds of armed forces officers held that Blumenthal Nordrehaug Bhowmik
24 De Blouw LLP was "qualified counsel with extensive experience in class action litigation."
25 *McPhail v. First Command Fin. Planning, Inc.*, 247 F.R.D. 598, 611 (S.D. Cal. 2007).
26 Examples of other contested actions where class certification was granted Blumenthal
27 Nordrehaug Bhowmik De Blouw LLP was appointed lead class counsel in wage and hour
28

1 class actions in Federal Court include *Schulz v. Qualxserv, LLC*, 2012 U.S. Dist. LEXIS
2 58561 (S.D. Cal. 2012); *Dobrosky v. Arthur J. Gallagher Serv. Co., LLC*, No. EDCV 13-
3 0646 JGB (SPx), 2014 U.S. Dist. LEXIS 106345 (C.D. Cal. July 30, 2014); *Culley v.*
4 *Lincare Inc.*, No. 2:15-cv-00081-MCE-CMK, 2016 U.S. Dist. LEXIS 105704 (E.D. Cal.
5 Aug. 10, 2016); *Nelson v. Avon Prods.*, No. 13-cv-02276-BLF, 2015 U.S. Dist. LEXIS
6 51104 (N.D. Cal. Apr. 17, 2015); *Orozco v. Illinois Tool Works*, U.S.D.C. Case No. 14-cv-
7 02113-MCE, 2016 U.S. Dist. LEXIS 158115 (E.D. Cal. February 17, 2017); *Metrow v.*
8 *Liberty Mutual*, U.S.D.C. Case No. EDCV 16-1133 JGB (C.D. Cal. May 1, 2017). Some
9 examples of heavily contested State Court wage and hour class actions where class
10 certification was obtained and BNBD was appointed lead class counsel include *Vakili v.*
11 *Dignity Health, et al.*, San Francisco Superior Court, Case No. CGC-18-569456 (December
12 16, 2021); *Armstrong v. Ruan Transport*, San Bernardino Superior Court, Case No.
13 CIVDS1605897 (August 11, 2020); *Spears v. Health Net of California*, Sacramento County
14 Superior Court, Case No. 34-2017-00210560 (Oct. 8, 2019); *El Pollo Loco Wage and Hour*
15 *Cases*, Orange County Superior Court, JCCP Case No. 4957 (July 30, 3018); *Torrento v.*
16 *Lucile Packard Children's Hospital*, Santa Clara County Superior Court Case No. 2016-1-
17 CV-291035 (July 17, 2018); *Salem v. Alliance*, San Bernadino Superior Court, Case No.
18 CIVRS1401129 (March 8, 2016); *Rivers v. Veolia*, Sonoma County Superior Court Case No.
19 SCV 255350 (March 9, 2016); *Mathies v. Union Bank*, San Francisco Superior Court Case
20 No. CGC-10-498077 (Sept. 11, 2013); *Jefferson v. Bottling Co, LLC*, Orange County
21 Superior Court Case No. 30-2009-00180102-CU-OE-CXC (Sept. 7, 2010); *Rangel v. Balboa*
22 *Ambulance Co.*, 37-2008-00095700-CU-BT-CTL (Fe. 11, 2010); *Tan v. CSAA*, Orange
23 County Superior Court, Case No. 30-2008-00231219 (Nov. 23, 2009).

24 (d) Over the course of the litigation, a number of attorneys in my firm have
25 worked on this matter. Their credentials are reflected in the Blumenthal Nordrehaug
26 Bhowmik De Blouw LLP firm resume, a true and correct copy of which is attached hereto as
27 Exhibit #4. Some of the major cases our firm has undertaken are also set forth in Exhibit #4.

1 The bulk of the attorneys involved in this matter at Blumenthal Nordrehaug Bhowmik De
2 Blouw LLP have had extensive representative and class litigation experience, much of it in
3 the area of consumer class actions, employment class actions, securities litigation, unfair
4 business practices and other complex litigation. The attorneys at my firm have extensive
5 experience in cases involving labor code violations and overtime claims. Class Counsel has
6 litigated similar wage and hour cases against other employers on behalf of employees,
7 including cases against See's Candies, Securitas, Okta, El Pollo Loco, Automobile
8 Association, Marriott, Total Renal, Solarcity, Penske, Universal Protection Services, Panda
9 Express, Redfin, Instacart, Verizon, Apple, Wells Fargo, Kaiser, Culinart, Space
10 Exploration, Time Warner, and California State Automobile Association. It is this level of
11 experience which enabled the firm to undertake the instant matter and to successfully combat
12 the resources of the defendants and their capable and experienced counsel. On account of
13 the concerted and dedicated effort this case required in order to properly handle and
14 prosecute, Class Counsel were precluded from taking other cases, and in fact, had to turn
15 away other potential fee generating cases.

16 12. The hourly rates for staff at Blumenthal Nordrehaug Bhowmik De Blouw LLP
17 are as follows: Partner Attorneys from \$695 to \$795, Associate Attorneys from \$325 to
18 \$550, Paralegals from \$250 to \$275. The rates charged by my firm are in line with the
19 prevailing rates of attorneys in the local legal community for similar work and, if this were a
20 commercial matter, these are the charges that would be made and presented to the client.
21 These hourly rates have been approved by Court's throughout California, including the
22 Courts in the Superior Court of California. In fact, on August 1, 2018, District Judge Andre
23 Birotte Jr. explicitly found that Class Counsel's "rates generally appear reasonable and 'in
24 line with those prevailing in the [relevant] community'—the Central District of California".
25 Finally, the reasonableness of Class Counsel's hourly rates is further confirmed by
26 comparing such rates with the rates of comparable counsel practicing complex and class
27 litigation as detailed in the National Law Journal Billing Survey. See e.g. *Zest IP Holdings*,

1 *LLC v. Implant Direct MFG., LLC*, 2014 U.S. Dist. LEXIS 167563 (S.D. Cal. 2014) (finding
2 that “Mayer Brown's \$775 average billing rate for partners” and “Mayer Brown's \$543
3 average associate billing rate” are reasonable rates when compared within 21 other firms
4 practicing in the Southern District of California.) This survey is useful to show that Class
5 Counsel’s rates are in line with the comparable rates of the defense counsel that opposes
6 these types of class claims, such as Mayer Brown noted above who is defense counsel in
7 cases currently being prosecuted by Class Counsel. In another example, Sheppard Mullin
8 Richter & Hampton, who is opposing counsel in many cases prosecuted by Class Counsel
9 (one of the most frequent opposing counsel), charges rates as high as \$875 for partners and
10 \$535 for associates. Similarly, Paul Hastings, another opposing counsel in these types of
11 cases, charges between \$900 and \$750 for partners and \$755 and \$335 for associates. Thus,
12 the rates charged by my firm for comparable work are less than these examples, and are
13 therefore undoubtedly reasonable.

14 13. LWDA - The PAGA Notice sent to the LWDA is attached hereto as Exhibit
15 #5. In addition, the LWDA is being served with this motion which includes the Settlement
16 Agreement, as verified in the proof of service attached hereto as Exhibit #7.

17 14. Settlement Administration – Simpluris was selected as the Settlement
18 Administrator based upon their estimate. A true and correct copy of the estimate from
19 Simpluris is attached hereto as Exhibit #6, and the estimate provides for Settlement
20 Administration Costs in the capped amount of \$3,995 for 350 aggrieved employees. I have
21 used Simpluris successfully as the administrator in more than twenty settlements in the last
22 several years and know them to be competent and experienced.

23 I declare under penalty of perjury under the laws of the State of California that the
24 foregoing is true and correct. Executed this 31st day of October, 2022, at San Diego,
25 California.

26 /s/ Kyle Nordrehaug
27 Kyle Nordrehaug

EXHIBIT #1

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement (“Settlement Agreement”) is made and entered into between Plaintiff Jah Jackson (“Plaintiff”) acting in his private attorney general capacity, and Defendant Decathlon USA, LLC (hereinafter referred to as “Defendant”).

I. DEFINITIONS

The following terms, when used in this Settlement Agreement, shall have the following meanings:

1. “Action” means the action *Jah Jackson v. Decathlon USA, LLC*, Case No. RG20073024, pending in the Superior Court of the State of California, County of Alameda.
2. “Aggrieved Employees” means all individuals who were employed by Defendant in California and classified as non-exempt employees during the period February 19, 2019 to May 9, 2022.
3. “Aggrieved Employees List” means the spreadsheet containing the list of Aggrieved Employees with their social security numbers, last known addresses, and their dates of employment and/or pay periods worked as an Aggrieved Employee during the PAGA Period.
4. “Court” means the Superior Court of California, County of Alameda.
5. “Individual PAGA Payment” means the amount to be paid to each of the Aggrieved Employees out of 25% of the PAGA Payment under Labor Code section 2699 with such individual shares to be based on the number of pay periods during which an individual worked as an Aggrieved Employee during the PAGA Period divided by the total number of pay periods worked by all Aggrieved Employees during the PAGA Period. 100% of all PAGA penalties will be considered payment of penalties, and the Aggrieved Employees will be issued an IRS Form 1099 and will be responsible for payment of any and all taxes that are due as a result of their PAGA penalty settlement payments.
6. “LWDA” means the California Labor and Workforce Development Agency.
7. “Gross PAGA Settlement Amount” means the total sum of \$475,000 for payment of the Administration Costs, Attorneys’ Fees, Attorneys’ Expenses and Costs, and the PAGA Payment. The Gross PAGA Settlement Amount shall be all-in with no reversion to Defendant.
8. “PAGA” means the California Labor Code Private Attorneys General Act, California Labor Code § 2698 *et seq.*
9. “PAGA Payment” means the total amount remaining in the Gross PAGA Settlement Amount after payment of the Attorneys’ Fees, Attorneys’ Expenses and Costs, and Administration Costs. The PAGA Payment shall be allocated under Labor Code section 2699 with 75% of the Section 2699 payment going to the LWDA and 25% to the Aggrieved

Employees.

10. “PAGA Period” means the time period from February 19, 2019 to May 9, 2022.
11. “Parties” means Plaintiff Jah Jackson and Defendant Decathlon USA, LLC.
12. “PAGA Counsel” means the law firm of Blumenthal Nordrehaug Bhowmik De Blouw LLP.
13. “Released Parties” means Defendant and any of its agents, officers, directors, employees, stockholders, members, parent corporations, subsidiaries, affiliates, partners, predecessors and successors in interest, insurers, and assigns of the foregoing.
14. “Settlement Administrator” means Simpluris.

II. RECITALS

15. PAGA Counsel mailed the necessary correspondence to the California Labor and Workforce Development Agency (“LWDA”) on February 19, 2020 on behalf of Plaintiff Jah Jackson, requesting authorization from the LWDA to seek civil penalties as provided by the Private Attorney General Act of 2004 (“PAGA”) for the wage and hour violations alleged in the LWDA Notice. The 65-day notice period for the LWDA to notify of its intent to investigate expired on April 25, 2020.

16. On August 31, 2020, Plaintiff Jackson filed a class action complaint in the Superior Court of California, County of Alameda, against Defendant Decathlon USA, LLC. Plaintiff asserted claims that Defendant:

- a. Violated California Business and Professions Code § 17200 *et seq.*;
- b. Failed to pay overtime wages in violation of California Labor Code §§ 510, *et seq.*;
- c. Failed to pay minimum wages in violation of California Labor Code §§ 1194, 1197, 1197.1;
- d. Failed to provide required meal periods in violation of California Labor Code §§ 226.7 & 512 and the applicable IWC Wage Order;
- e. Failed to provide required rest periods in violation of California Labor Code §§ 226.7 & 512 and the applicable IWC Wage Order;
- f. Failed to reimburse employees for required expenses in violation of California Labor Code § 2802.

g. Failed to provide accurate itemized wage statements in violation of California Labor Code § 226;

h. Failed to provide wages when due in violation of California Labor Code §§ 201, 202 and 203; and

i. Failed to provide personnel files in violation of California Labor Code § 1198.5

17. On October 7, 2020, Plaintiff Jackson filed a First Amended Class Action Complaint against Defendant Decathlon USA, LLC adding a cause of action for recovery of civil penalties for Violation of the PAGA, Labor Code §§ 2698, *et seq.* On December 11, 2020, Plaintiff Jackson filed a dismissal request with the Court seeking to dismiss all class claims and class allegations without prejudice and leaving only the PAGA claim in the Action. On January 15, 2021, the Court granted this dismissal, leaving only a PAGA claim in the Action.

18. On January 21, 2022, the Parties engaged in a mediation session before mediator Jeffrey Ross. Through arms-length negotiations with the assistance of the mediator, the Parties reached an agreement to settle the Action which led to the signing of a Memorandum of Understanding.

19. As a result of the settlement, the Parties have agreed to fully and finally resolve the Released PAGA Claims alleged in the Action pursuant to this Settlement Agreement.

III. OPERATIVE TERMS OF SETTLEMENT AGREEMENT

The Parties agree as follows:

20. Non-Admission. Nothing in this Settlement Agreement shall be construed to be an admission by Plaintiff that his claims do not have merit or by Defendant of any liability or wrongdoing as to Plaintiff, the Aggrieved Employees, or any other person, and Defendant specifically disclaims any such liability or wrongdoing. The Parties have entered into this Settlement Agreement with the intention to avoid further disputes and litigation with the attendant inconvenience, expenses, and risks. This Settlement Agreement and any related court documents or orders are not and may not be cited or admitted as evidence of liability.

Nothing in this Settlement Agreement, nor any action taken in implementation thereof, nor any statements, discussions or communications, nor any materials prepared, exchanged, issued or used during the course of the negotiations leading to this Settlement Agreement, is intended by the Parties to constitute, nor will any of the foregoing constitute, be introduced, be used or be admissible in any way in this case or any other judicial, arbitral, administrative, investigative or other forum or proceeding as evidence of any violation of any federal, state, or local law, statute, ordinance, regulation, rule or executive order, or any obligation or duty at law or in equity, by Defendant or any other Released Party. The Parties themselves agree not to

introduce, use, or admit this Settlement Agreement, directly or indirectly, in this case or any other judicial, arbitral, administrative, investigative or other forum or proceeding, as purported evidence of any violation of any federal, state, or local law, statute, ordinance, regulation, rule or executive order, or any obligation or duty at law or in equity, or for any other purpose. Notwithstanding the foregoing, this Settlement Agreement may be used in any proceeding before any court that has as its purpose the interpretation, implementation, or enforcement of this Settlement Agreement or any orders or judgments of the Court entered in connection with the Settlement Agreement.

None of the documents produced or created by Defendant or any other Released Party, Plaintiff or the Aggrieved Employees in connection with the claims procedures or claims resolution procedures constitute, and they are not intended to constitute, an admission by Defendant or any other Released Party of any violation of any federal, state, or local law, statute, ordinance, regulation, rule or executive order, or any obligation or duty at law or in equity.

Neither this Settlement Agreement nor any of its terms shall be offered or used as evidence by any of the Parties, or their respective counsel in the Action or in any other action or proceeding; provided, however, this shall not prevent this Settlement Agreement from being used, offered, or received in evidence in any proceeding to enforce, construe, or finalize this Settlement Agreement.

21. **Timing.** Within fifteen (15) days after the Effective Date of this settlement, Defendant shall pay to the Settlement Administrator \$475,000 as the Gross PAGA Settlement Amount, and provide the Aggrieved Employees List to the Settlement Administrator. The Effective Date is the date on which the PAGA Settlement is approved through entry of an Order and Judgment and either (i) the California Court of Appeal or California Supreme Court has rendered a final judgment affirming the Order and Judgment, or (ii) sixty-one (61) calendar days have passed since notice of entry of the Order and Judgment has been given to the parties and no timely appeal or request for review has been made.

22. **PAGA Demographics.** Defendant has represented that there are 326 Aggrieved Employees who collectively worked 5,128 pay periods during the PAGA Period. Defendant will provide PAGA Counsel a declaration verifying the number of Aggrieved Employees and pay periods worked by the Aggrieved Employees during the PAGA Period prior to the filing of the motion for approval of the PAGA settlement. To the extent the final number of worked pay periods in the PAGA Period exceeds a 10% increase of the 5,128 pay periods, the end effective date of the release will be shortened to end on the date on which the number of pay periods becomes a 10% increase over 5,128. In no event will the Gross PAGA Settlement Amount be increased.

23. **Payments From the Gross PAGA Settlement Amount.** The Parties agree to the following allocations to be paid from the Gross PAGA Settlement Amount:

a. **PAGA Payment:** The PAGA Payment is the total of the Gross PAGA Settlement Amount, less the payments for the Attorneys' Fees, Attorneys' Expenses and Costs, and Administration Costs, which shall be paid in full settlement of the Released PAGA Claims.

Should the amount of the PAGA Payment increase or decrease, the amount to be distributed shall be adjusted according to the changes made by the Court. The PAGA Payment will be subject to Court approval consistent with Labor Code § 2699. Upon approval, the PAGA Payment shall be distributed as follows:

- (1) The PAGA Payment shall be paid as a Labor Code section 2699 civil penalty payment allocated pursuant to PAGA as follows: 75% of the PAGA Payment will be paid to the LWDA and 25% will be paid to the Aggrieved Employees as their Individual PAGA Payments. Each Individual PAGA Payment shall be based on the number of pay periods each Aggrieved Employee worked during the PAGA Period as a percentage of the total pay periods worked by all Aggrieved Employees during the PAGA Period.
- (2) The penalty settlement payments set forth in section 4(a)(1) will be reported on IRS Form 1099s. The Parties acknowledge and agree that all payments under this Settlement Agreement as PAGA Payments are attributable as penalties. None are attributable as wages. Accordingly, the parties acknowledge and agree that Defendant is not responsible for any employer-side taxes in connection with any PAGA Payments under this Settlement Agreement.

b. Attorneys' Fees and Attorneys' Expenses: One-Third of the Gross PAGA Settlement Amount, which is presently \$141,667, shall be paid to PAGA Counsel for payment of Attorneys' Fees, and up to \$16,000 shall be paid to PAGA Counsel for Attorneys' Expenses and Costs as set forth in the clients' billing statement (pursuant to Declarations by PAGA Counsel) in prosecuting the PAGA claims. Defendant shall not oppose Plaintiff's request for Attorneys' Fees and Attorneys' Expenses and Costs in these amounts. In the event that Court approval is required and a payment of less than One-Third of the Gross PAGA Settlement Amount in Attorneys' Fees or \$16,000 in Attorneys' Expenses and Costs to PAGA Counsel is approved, the unawarded difference will be added to the PAGA Payment and not to PAGA Counsel or the Defendant. This payment will be reported on IRS Form 1099 issued to PAGA Counsel. Except as set forth herein, each party shall bear their own costs and fees of the Action.

c. Administration Costs: A Settlement Administrator shall be selected after receipt of bids and shall be mutually agreed to by the Parties. Administration costs shall not exceed the estimate of the Settlement Administrator to administer the settlement. Administration Costs shall include the cost of the Settlement Administrator selected by the Parties to administer the settlement in the amount of up to \$5,000. In the event that Court approval of these payments is required and a payment of less than \$5,000 is approved, or if the actual cost to administer the settlement is less than \$5,000, the difference will be added to the PAGA Payment.

d. Representative PAGA Release. In his capacity as a private attorney general "Aggrieved Employee" acting on behalf of the State of California and the Aggrieved

Employees, and in consideration of the PAGA Payment and the payment to PAGA Counsel for Attorneys' Fees and Attorneys' Expenses and Costs, upon entry of the Judgment, the occurrence of the Effective Date and full funding, will release Defendant from any and all Released PAGA Claims.

24. Released PAGA Claims.

a. Upon entry of Judgment, the Effective Date and full funding, the Released Parties shall be entitled to a release from the State of California and the Aggrieved Employees for all "Released PAGA Claims." "Released PAGA Claims" means all PAGA claims for civil penalties under California Labor Code §§ 2698 *et seq.*, predicated on the California Labor Code claims that are asserted in the LWDA Notice and operative complaint which are for civil penalties pursuant to Labor Code section 2699, *et seq.* for claims of Labor Code sections §§ 201, 202, 203, 204, 210, 226(a), 226.7, 226.8, 510, 512, 558, 1194, 1197, 1197.1, 1198, 1198.5, 2802 and applicable Industrial Welfare Commission Wage Orders. The release (except as to Plaintiff) does not include class claims, underlying wage and hour claims, claims for wrongful termination, discrimination, unemployment insurance, disability, and workers' compensation, and claims outside of the PAGA Period. The Released PAGA Claims do not include any claims that cannot be released as a matter of law. **In no event shall the release of the Released PAGA Claims in this Settlement Agreement release any individual claims of any individuals.**

b. In addition to the Gross PAGA Settlement Amount, Defendant has agreed to separately settle Plaintiff's individual claims pursuant to a separate confidential Individual Settlement Agreement. If the Court and/or the LWDA requires the Parties to submit the terms of Plaintiff's Individual Settlement Agreement to obtain approval of the PAGA settlement, the Parties agree that the terms of Plaintiff's Individual Settlement Agreement will only be submitted under seal or disclosed to the Court and/or LWDA in some other way to ensure that the Individual Settlement Amount is not disclosed publicly.

25. Covenants and Representations by Plaintiff and PAGA Counsel.

a. Plaintiff represents and warrants that he has not assigned or transferred or purported to assign or transfer to any person or entity, any claim or portion thereof, or interest therein, which is or may be subject to this Settlement Agreement.

b. Plaintiff acknowledges that he has read this Settlement Agreement, that he fully understand his rights, privileges and duties under the Settlement Agreement, and enters into this Settlement Agreement freely and voluntarily. Plaintiff further acknowledges he had the opportunity to consult with his attorneys to explain the terms of this Settlement Agreement and the consequences of signing this Settlement Agreement.

c. Plaintiff further agrees to seek a Judgment in the Action on the Released PAGA Claims.

26. No Publicity. Neither Plaintiff nor PAGA Counsel shall issue a press release, hold a press conference, or otherwise publicize the settlement other than in documents submitted to the Court.

27. Court Approval of the PAGA Payment. Subject to Defendant's review and approval prior to filing, PAGA Counsel shall be responsible for preparing and filing a Motion for Approval of the PAGA Payment with the proposed Judgment ("Motion"). PAGA Counsel will provide Defendant's counsel with an opportunity for review and comments at least five business days before filing the Motion. The Motion shall also be served on the LWDA when filed with the Court. PAGA Counsel shall also submit this Agreement with the LWDA, pursuant to Labor Code Section 2699(1)(2).

28. Court Approval of the PAGA Settlement. The Settlement Agreement is contingent upon the approval by the Court. If the Court should fail to approve this Settlement Agreement in the form agreed to by the Parties, the Parties agree to coordinate efforts to address the Court's questions or concerns. If after the Parties make at least three (3) good faith efforts, the Court does not approve this Settlement Agreement, or if appellate review is sought and on such review the Court's decision is materially modified or reversed, or if one or more of the terms of the Settlement Agreement are not approved or is materially modified or reversed or found to be invalid and the Parties in good faith do not believe that it would be possible to make non-material modifications that would address any concerns raised by the Court, then each of the Parties by and through Counsel shall have the right within ten (10) days of written notice thereof to elect to terminate the Settlement Agreement, in which event it shall have no force or effect, and the Parties shall be deemed to have reverted to their respective status as of the date and time immediately prior to the execution of this Settlement Agreement.

IV. ADMINISTRATION OF SETTLEMENT

29. After the execution of this Settlement Agreement, Plaintiff shall file the Motion and will submit the Motion and this Settlement Agreement on the LWDA consistent with Labor Code § 2699(1)(2).

30. Settlement Administrator will administer the settlement and shall be paid for Administration Costs, which are estimated to be up to \$5,000. Defendant will provide the necessary information about the Aggrieved Employees to the Settlement Administrator within fifteen (15) days of the approval of the PAGA settlement by the Court.

31. Within thirty (30) days after receipt of the Gross PAGA Settlement Amount from Defendant, the Settlement Administrator will issue to each Aggrieved Employee a check for their Individual PAGA Payment at their last known home address along with an explanatory letter which will be mutually approved by the parties. Checks will remain negotiable for one hundred eighty (180) days. Any checks returned as non-deliverable on or before the check cashing deadline will be sent promptly via regular First-Class U.S. Mail to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator will promptly attempt to determine the correct address using a skip-trace, or other search using the name,

address, Social Security number, phone number, credit reporting and social media of the Aggrieved Employee involved and will then perform a re-mailing. If an Aggrieved Employees' check is not cashed within 120 days after its first mailing to the Aggrieved Employees the Settlement Administrator shall send the affected Aggrieved Employees notice informing them that unless their check is cashed in the next 60 days, it will expire and become non-negotiable, and offer to replace the check if it was lost or misplaced but not cashed. All checks not cashed within 180 days of payment shall be paid to the State Controller Fund in the name(s) of the absent Aggrieved Employees, subject to Court approval and the Aggrieved Employees shall remain bound by the Settlement. The Individual PAGA Payments are 100% penalties and shall be reported using IRS tax form 1099.

32. Within fifteen (15) days after receipt of the Gross PAGA Settlement Amount from Defendant, the Settlement Administrator will pay the Attorneys' Fees, the Attorneys' Expenses and Costs, the Administration Costs, and the portion of the PAGA Payment allocated to the LWDA from the Gross PAGA Settlement Amount.

33. The Settlement Administrator will provide an accounting under oath to the parties of the amounts paid out.

34. Defendant makes no representations or warranties with respect to tax consequences of any payment under this Settlement Agreement.

V. MISCELLANEOUS PROVISIONS

35. Drafting. The Parties agree that the terms and conditions of this Settlement Agreement are the result of lengthy, intensive, arm's-length negotiations between the Parties and that neither Party shall be considered the "drafter" of this Settlement Agreement for purposes of having terms construed against that Party.

36. No Impact on Benefit Plans. Neither the Settlement Agreement nor any amounts paid to Plaintiff or any Aggrieved Employee under the Settlement Agreement will modify any previously credited hours or service under any employee benefit plan, policy, or bonus program sponsored by Defendant. Such amounts will not form the basis for additional contributions to, benefits under, or any other monetary entitlement under Defendant's sponsored benefit plans, policies, or bonus programs. The payments made under the terms of this Settlement Agreement shall not be applied retroactively, currently, or on a going forward basis, as salary, earnings, wages, or any other form of compensation for the purposes of any of Defendant's benefit plans, policy, or bonus program. Defendant retains the right, if necessary, to modify the language of its benefit plans, policies and bonus programs to effect this intent, and to make clear that any amounts paid pursuant to this Settlement Agreement are not for "hours worked," "hours paid," "hours of service," or any similar measuring term as defined by applicable plans, policies and bonus programs for purposes of eligibility, vesting, benefit accrual, or any other purpose, and that additional contributions or benefits are not required by this Settlement Agreement.

37. Successors. This Settlement Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, trustees, executors, administrators, successors, and assigns.

38. Costs and Fees. The Parties shall each bear their own costs, attorneys' fees, mediator fees, and other fees incurred in connection with this Settlement Agreement and in connection with the Action and Plaintiff's claims, except as otherwise set forth specifically herein.

39. Authority. Defendant represents and warrants that the undersigned has the authority to act on behalf of Defendant and to bind Defendant to the terms of this Settlement Agreement. Plaintiff represents and warrants that he has the capacity to act on his own behalf and on behalf of all who might claim through them to bind him to the terms and conditions of this Settlement Agreement.

40. Governing Law. This Settlement Agreement shall be construed under and governed by the laws of the State of California. This Settlement Agreement shall be deemed to have been entered into in Alameda County, California and all questions of validity, interpretation or performance of any of its terms or of any rights or obligations of the parties to this Settlement Agreement shall be governed by California law. If any legal or equitable action or arbitration is necessary to enforce the terms of this Settlement Agreement, it shall be brought in the State of California, County of Alameda.

41. Complete Agreement. The Parties acknowledge and represent that this Settlement Agreement contains the entire understanding between them with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings between them, written and oral, with respect to the subject matter hereof. This Settlement Agreement cannot be amended or modified except by a writing signed by the Parties hereto or their successors-in-interest.

42. Nullification of Settlement Agreement. In the event that: (i) the Court does not approve the settlement of the Action as provided herein; or (ii) the settlement of the Action does not become final for any other reason subject to the provisions of Section III(9), above, then this Settlement Agreement, and any documents generated to bring it into effect, will be null and void, and the Parties will be returned to their original respective positions.

43. Judgment and Continued Jurisdiction. After approval of this settlement, the Parties agree that the Court shall retain continuing jurisdiction over this case under CCP Section 664.6 to ensure the continuing implementation of the provisions of this settlement and that the time within which to bring this action to trial under CCP Section 583.310 shall be extended from the date of the signing of this agreement by all parties until the entry of the final approval order and judgment or if not entered the date this agreement shall no longer be of any force or effect. In the event that the Court does not approve the Settlement, or if the final order and judgment is reversed on appeal, then there shall be no Effective Date and this Agreement shall become null and void.

44. Authorization to Enter Into Settlement Agreement. Counsel for all Parties warrant and represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant to this Settlement Agreement to effectuate its terms and to execute any other documents required to effectuate the terms of this Settlement Agreement. The Parties and their Counsel will cooperate with each other and use their best efforts to effect the implementation of the settlement of the Action. If the Parties are unable to reach agreement on the form or content of any document needed to implement the settlement of the Action, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement Agreement, the Parties may seek the assistance of the mediator to resolve such disagreement.

45. Execution in Counterparts. This Settlement Agreement is subject only to the execution of all Parties. However, this Agreement may be executed in one or more counterparts by facsimile, electronic signature, 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. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

46. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this Settlement Agreement is a fair, adequate, and reasonable settlement of the Action and have arrived at this Settlement Agreement after arm's-length negotiations by experienced counsel. The Parties further acknowledge that they are each represented by competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness and reasonableness of this Settlement Agreement.

47. Invalidity of Any Provision. Before declaring any provision of this Settlement Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible consistent with applicable precedents so as to define all provisions of this Settlement Agreement valid and enforceable.

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

49. Severability. If any term or provision of this Settlement Agreement is held to be invalid or unenforceable, the remaining portions of this Settlement Agreement will continue to be valid and will be performed, construed, and enforced to the fullest extent permitted by law, and the invalid or unenforceable term will be deemed amended and limited in accordance with the intent of the parties, as determined from the face of the Settlement Agreement, to the extent necessary to permit the maximum enforceability or validation of the term or provision.

50. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be construed more strictly against one party merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being recognized that, because of the arm's-length

negotiations between the Parties, all Parties have contributed to the preparation of this Settlement Agreement.

51. Representation By Counsel. The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and that this Settlement Agreement has been executed with the consent and advice of counsel, and reviewed in full.

52. Cooperation and Execution of Necessary Documents. All Parties will cooperate in good faith and execute all documents to the extent reasonably necessary to effectuate the terms of this Settlement Agreement and receive approval from the Court.

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

54. Denial of Liability. The Parties expressly recognize that the making of this Settlement Agreement does not in any way constitute an admission or concession of wrongdoing on the part of Defendant or an admission or concession regarding the validity of the claims in the Action. Nothing in this Settlement Agreement, nor any action taken in implementation thereof, nor any statements, discussions or communications, nor any materials prepared, exchanged, issued or used during the course of the Action, is intended by the Parties to, nor will any of the foregoing constitute, be introduced, be used or be admissible in any way in any other judicial, arbitral, administrative, investigative or other forum or proceeding, as evidence of any violation or lack of violation of any federal, state, or local law, statute, ordinance, regulation, rule or executive order, or any obligation or duty at law or in equity. Notwithstanding the foregoing, this Settlement Agreement may be used in any proceeding in any court that has as its purpose the interpretation, implementation, or enforcement of the Settlement Agreement or any orders or judgments of the Court entered into in connection therewith.

55. No Admission of Liability or Wrongdoing by Defendant. Defendant contends that all of its employees were compensated in compliance with the law, and that their conduct was not willful with respect to any alleged failure to pay any wages or penalties. Defendant has denied, and continues to deny, each of the claims and contentions alleged in the Action. Defendant has asserted and continues to assert defenses thereto, and has expressly denied and continues to deny any wrongdoing or legal liability arising out of any of the facts or conduct alleged in the Action. Neither this Settlement Agreement, nor any action taken to carry out the terms of this Settlement Agreement, shall ever be construed as, offered, admitted, received or deemed to be evidence in any civil, criminal, administrative, or other proceeding against Defendant or any of the Released Parties, or may be used as an admission, concession, or indication by or against Defendant of any fault, wrongdoing, or liability whatsoever.

56. Waiver of Right to Appeal. Provided that the Judgment is consistent with the terms and conditions of the Settlement Agreement, Plaintiff and Defendant, inclusive, hereby

waive any and all rights to appeal in connection with any issue in the Judgment, including, but not limited to, all rights to any post-judgment proceeding and/or appellate proceeding, such as a motion to vacate or set-aside judgment, a motion for new trial, and any extraordinary writ, and the Judgment will become final and non-appealable at the time it is entered.

57. Stay of Litigation. The Parties agree that the continuing litigation of the Action shall be stayed and that the time within which to bring this action to trial under CCP Section 583.310 shall be extended from the date of the signing of this Settlement Agreement by all Parties until the entry of the final approval order and judgment or if not entered the date this agreement shall no longer be of any force or effect.

58. Confidentiality. Plaintiff and PAGA Counsel agree not to disclose the terms of this settlement except in court papers or if required by the legal process (including submissions to the Court for purposes of obtaining approval of the settlement or submissions to the LWDA in order to comply with the requirements of PAGA), except that PAGA Counsel may put publicly available information about the settlement in any description of their experience or the like in order to describe their experience to a court, provided the information is in anonymous form and makes no reference to Defendant or its parent companies, agents, employees (other than Plaintiff) and/or affiliates. . Plaintiff and PAGA Counsel shall not issue a press release, hold a press conference, publish information about the settlement on any website, or otherwise publicize the settlement. Plaintiff and PAGA Counsel agree not to respond to any press inquiries except to refer reporters to the papers filed with the Court. This provision does not apply to any needed disclosures by Plaintiff or PAGA Counsel to their accountants.

59. Court Filings. The Parties agree not to object to any Court filings consistent with and/or effectuating this Agreement.

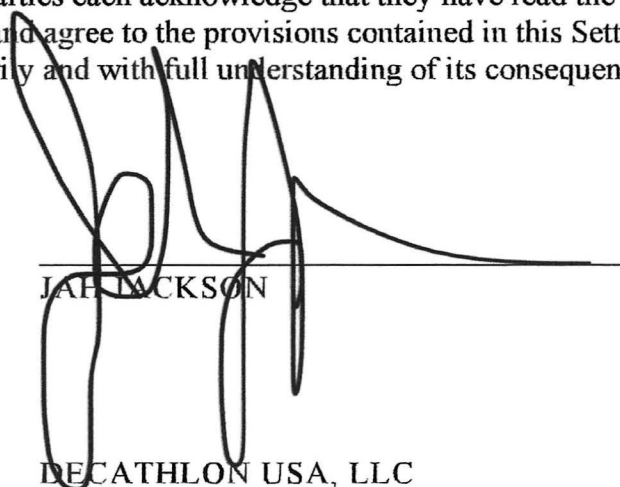
60. Disputes. Any dispute between the Parties as to the remaining terms of the Settlement Agreement shall be presented to the mediator, Jeffrey Ross for resolution.

[Signature Page Follows]

IN WITNESS THEREOF, the Parties each acknowledge that they have read the foregoing Settlement Agreement, accept and agree to the provisions contained in this Settlement Agreement and hereby execute it voluntarily and with full understanding of its consequences.

PLAINTIFF:

Dated: 6/1/22



JAH JACKSON

DEFENDANT:

Dated: _____

DECATHLON USA, LLC

By: _____

APPROVED AS TO FORM AND CONTENT:

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

Dated: 6/8/22

By: _____


KYLE NORDREHAUG
Counsel for Plaintiff Jah Jackson

MINTZ LEVIN COHN FERRIS GLOVSKY AND POPEO P.C.

Dated: _____

By: _____

Counsel for Defendant
Decathlon USA, LLC

IN WITNESS THEREOF, the Parties each acknowledge that they have read the foregoing Settlement Agreement, accept and agree to the provisions contained in this Settlement Agreement and hereby execute it voluntarily and with full understanding of its consequences.

PLAINTIFF:

Dated: _____
JAH JACKSON

DEFENDANT:

Dated: 7/6/2022
DECATHLON USA, LLC

By: 
C552119C2F994F7...

APPROVED AS TO FORM AND CONTENT:

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

Dated: _____
By: _____
KYLE NORDREHAUG
Counsel for Plaintiff Jah Jackson

MINTZ LEVIN COHN FERRIS GLOVSKY AND POPEO P.C.

Dated: 7/11/2022
By: 
Counsel for Defendant
Decathlon USA, LLC

EXHIBIT #2

BLUMENTHAL NORDREHAUG
BHOWMIK DE BLOUW LLP
2255 CALLE CLARA
LA JOLLA, CA 92037
(858) 551-1223

OCTOBER 31, 2022

JAH JACKSON

RE: DECATHLON USA LLC
FILE NUMBER: CA2008.001

ATTORNEY FEES

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
11/14/19	ND	LEGAL RESEARCH REGARDING SUITABLE SETTING CASES. REVIEW AND ANALYZE DEFENDANT'S STORE LAYOUTS AND DISCUSS CLAIMS WITH CLIENT.	3.50	695	2,432.50
11/15/19	ND	REVIEW AND ANALYZE INTAKE NOTES. LEGAL RESEARCH IN STATE AND FEDERAL COURT FOR RELATED LITIGATION AGAINST DEFENDANT. REVIEW DEFENDANT'S BUSINESS OPERATIONS IN CALIFORNIA AND WORLDWIDE. CALL WITH CLIENT TO DISCUSS STATUS.	3.00	695	2,085.00
12/05/19	ND	REVIEW AND ANALYZE ARBITRATION AGREEMENT TERMS. CALL WITH CLIENT. LEGAL RESEARCH REGARDING ENFORCEABILITY AND OPINIONS ON PROCEDURAL AND SUBSTANTIVE UNCONSCIONABILITY.	3.50	695	2,432.50
01/15/20	ND	REVIEW AND ANALYZE EMPLOYMENT FILE. ANALYZE PAY STUBS FOR REGULAR RATE AND 226(A) VIOLATIONS. ANALYZE WAGE AND HOUR DOCS. CONFERENCE WITH CLIENT TO DISCUSS FACTS FOR COMPLAINT.	4.30	695	2,988.50
01/26/20	ND	DRAFT ORIGINAL COMPLAINT. REVIEW FACTS AND LAW.	4.50	695	3,127.50

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
02/06/20	ND	DRAFT COMPLAINT. REVISE 226 ALLEGATIONS AND DISCUSS WITH CLIENT.	4.50	695	3,127.50
02/19/20	JHOM	DRAFT PAGA NOTICE AND LWDA FEE LETTER	0.50	295	147.50
02/19/20	JHOM	RESEARCH FOR DEFENDANT'S REGISTERED AGENT	0.25	295	73.75
02/19/20	JHOM	FILE PAGA NOTICE	0.50	295	147.50
02/19/20	ND	REVIEW COMPLAINT AND CASE FILE. REVIEW PAGA NOTICE. CONFERENCE WITH ATTORNEY HOM TO DISCUSS FURTHER.	1.00	695	695.00
03/15/20	ND	REVIEW CASE FILE AND COMPLAINT. DRAFT CASE NOTES MEMO. ANALYZE POTENTIAL CLASS SIZE.	2.00	695	1,390.00
08/30/20	RE	REVIEW CASE NOTES/DAMAGE ANALYSIS AND PAY STUBS PROVIDED BY CLIENT	1.00	475	475.00
08/30/20	RE	REVIEW AND EDIT COMPLAINT FOR FINAL; FORWARD TO ND.	2.25	475	1,068.75
08/30/20	RE	PREPARE SUMMONS AND CIVIL COVER SHEET	0.50	475	237.50
08/31/20	RE	FINALIZE COMPLAINT PACKAGE AND FILE IN ALAMEDA SUP. CT.	0.75	475	356.25
08/31/20	NBB	REVIEW COMPLAINT, ANALYZE, FINAL.	2.50	795	1,987.50
09/02/20	SB	REVIEW COMPLAINT FOR DISCOVERY, ADVISE AJB	2.80	325	910.00
09/10/20	RE	REVIEW COURT RETURNED DOCUMENTS; MEMO TO FIRM RE JUDICIAL ASSIGNMENT AND CMC.	0.50	475	237.50
09/23/20	CJ	RESEARCH CASE AND CLAIMS FOR PURPOSES OF COORDINATING SET ONE DISCOVERY WITH HD, EVALAUTE CASE NOTES, EVALAUTE	1.00	475	475.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		COMPLAINT			
09/28/20	PM	REVIEW COMPLAINT AND LEGAL AND FACTUAL CLAIMS, ANALYZE.	1.00	550	550.00
10/01/20	RE	PREPARE SERVICE OF PROCESS DOCUMENTS; SEND OUT FOR SERVICE VIA KNOX.	0.75	475	356.25
10/01/20	CJ	EVALUATE SET ONE DISCOVERY REQUESTS, FINALIZE FOR SERVICE, INITIATED SERVICE PROCESS, CONFER RE STATUS OF COMAPLINT WITH RE, HOLD ON SERVICE	1.50	475	712.50
10/02/20	RE	FILE POS OF SUMMONS; MEMO TO FIRM RE 20-DAY DISCOVERY PROPOUNDING DEADLINE	0.40	475	190.00
10/06/20	RE	DRAFT FIRST AMENDED COMPLAINT.	3.25	475	1,543.75
10/06/20	ND	REVIEW AND REVISE FAC. DISCUSS WITH RE.	1.40	695	973.00
10/07/20	RE	FINALIZE FIRST AMENDED COMPLAINT; FILE IN ALAMEDA SUP. COURT.	0.60	475	285.00
10/19/20	RE	CHECK DOCKET FOR STATUS OF FAC; REVIEW TENATIVE RE COMPLEX DETERMINATION HEARING.	0.20	475	95.00
10/19/20	CJ	RESEARCH COMPLEX CASE STATUS AND STANDING ORDERS RE SAME	1.00	475	475.00
10/20/20	CJ	REVISE DISCOVERY TO DEF	1.00	475	475.00
10/27/20	RE	REVIEW FILE; FOLLOW UP RE STATUS OF FILING OF FAC; CHECK DOCKET; EMAIL TO DEPT. 21; REVIEW AND SAVE COMPLEX DETERMINATION ORDERS ON DOCKET.	0.50	475	237.50
10/27/20	CJ	ANALYZW WHEN DISCOVERY MAY BE SERVED, EVALAUTE REQUESTS TO PREPARE FOR SERVICE	1.00	475	475.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
10/29/20	RE	CHECK DOCKET FOR STATUS OF FAC; PULL FAC FROM DOCKET; DRAFT PROOF OF SERVICE FOR MAIL AND E-SERVICE; EMAIL TO DEFENSE COUNSEL RE FAC; SERVE FAC; MEMO TO FIRM	0.80	475	380.00
10/29/20	RE	FILE POS RE FAC.	0.40	475	190.00
10/29/20	RE	UPLOAD FAC TO LWDA WEBSITE; SAVE CONFIRMATION FOR FUTURE VERIFICATION OF NOTICE TO LWDA	0.40	475	190.00
11/02/20	PM	REVIEW AND REVISE DISCOVERY REQUESTS; REVIEW DOCUMENTS AND LEGAL AND FACTUAL ISSUES AND ANALYZE.	1.00	550	550.00
11/03/20	CJ	ANALYZE ALAMEDA SUPERIOR COURT LOCAL RULES, RESEARCH DOCKET RE DEF'S APPEARANCE, DRAFT COORESPONDENCE TO DEF RE APPEARANCE AND MEETING AND CONFERRING ON CASE	1.50	475	712.50
11/09/20	CJ	FINALIZE, AND SERVE SET ONE DISCOVERY TO DEF	1.00	475	475.00
11/09/20	CJ	COORESPOND WITH DEF AND SET UP MEET AND CONFER CALL	0.25	475	118.75
11/11/20	CJ	PREPARE FOR AND CONDUCT MEET AND CONFER CALL WITH DEF COUNSEL	1.50	475	712.50
11/11/20	CJ	PREPARE CMC STATEMENT, CONTINUE TO RESEARCH ORDERS AND LOCAL RULES	1.50	475	712.50
11/13/20 15	VR	REVIEW COURT'S ORDERS AND DOCKET; REVIEW CASE FILE; ADVISE CJ	0.50	475	237.50
11/19/20	CJ	PREPARE FOR CMC, RESEARCH DOCKET, DETERMINE COURT APPEARANCE IS CONTINUED	1.00	475	475.00
11/25/20	CJ	EVALUATE ARBITRATION	1.00	475	475.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		AGREEMENT			
11/25/20	CJ	RESEARCH STATUS OF PAGA, DETERMINE TO GO PAGA ONLY	1.00	475	475.00
11/30/20	CJ	PREPARE FOR T/C WITH DEFENDANT, RESARCH STATUS OF CLAIMS	1.00	475	475.00
11/30/20	CJ	CONDUCT T/C WITH DEFENDANT TO MEET ADN CONFER RE THE CASE AND RE ARBITRATION	1.00	475	475.00
12/10/20	PM	REVIEW CORRESPONDENCES WITH DEF; REVIEW ARB ARGREEMENT AND STIPULATION FROM DEF; ADVISE CEJ RE NEXT CASE MANAGEMENT AND PROCEDURAL STEPS.	1.00	550	550.00
12/10/20 15	KN	REVIEW ARB ISSUE; MEMO TO STAFF	0.50	750	375.00
12/11/20	RE	CONFER W CJ RE REQUEST FOR DISMISSAL AND 3.770 DECLARATION IN SUPPORT OF DISMISSAL OF CLASS CLAIMS	0.40	475	190.00
12/11/20	CJ	ANALYZE CLAIMS, EVALUATE ARB AGREEMENT STATUS IN PREPARATION FOR DRAFTING REQUEST FOR DISMISSAL OF CLASS CLAIMS	1.00	475	475.00
12/11/20	CJ	DRAFT REQUEST FOR DSIMISSAL ADN SUPPORTING DECLARATION TO DISMISS CLASS CLAIMS FINALIZE, SENT TO KH FOR FILING	1.50	475	712.50
12/18/20 15	KN	REVIEW ANSWER TO FAC	0.50	750	375.00
01/04/21	CJ	RESEARCH STATUS OF CLAIMS, STATUS OF DEFEDNATN'S APPEARANCE IN THE CASE, ADN DRAFT JOINT REPORT	1.50	475	712.50
01/05/21	CJ	REVISE JOINT REPORT, SENT TO DEFEDNATN FOR FURTHER	1.50	475	712.50

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		REVISIONS, NEGOTIATE REPORT, FINALIZE			
01/06/21	CJ	EVALUATE AND REVISE ALL DISCOVERY REQUESTS, RESEARCH CASE NOTES AND COMPLAINT, FINALIZE AND SERVED	2.50	475	1,187.50
01/12/21	CJ	ANALYZE CMO TENTATIVE AND DETERMINE STATUS OF DEFENDANT'S APPEARANCE, COOR WITH FIRM RE SAME	0.50	475	237.50
01/13/21	CJ	RESEARCH CASE STATUS, EVALUATE PMK DATES, COOR WITH COUNSEL RE SAME, EVALUATE DISCOVERY DEADLINES	1.00	475	475.00
01/14/21	CJ	RESEARCH PRESERVATION LETTERS, BEGIN DRAFTING	1.00	475	475.00
01/14/21	CJ	FINALIZE AND SERVE PRESERVATION LETTER TO DEF COUNSEL IN LIGHT OF THE CLAIMS AT ISSUE IN THIS CASE	1.00	475	475.00
01/15/21	ND	REVIEW AND ANALYZE DATA PRODUCED FOR MEDIATION PURPOSES. REVIEW COURT DOCKET AND ENTIRE CASE FILE. ANALYZE WAGE AND HOUR DOCUMENTS. ANALYZE PAY STUBS. PREPARE FOR MEDIATION.	4.80	695	3,336.00
01/16/21	ND	REVIEW AND ANALYZE PAY DATA FOR 226(A) VIOLATIONS. LEGAL RESEARCH REGARDING MAGADIA V. WAL-MART. REVIEW REGULAR RATE CLAIMS AND ANALYZE COURT OPINIONS REGARDING THE SAME INCLUDING AMN HEALTHCARE DECISION.	3.60	695	2,502.00
02/08/21	CJ	RESEARCH STATUS OF CLAIMS AND CORRESPONDENCE RE BELAIRE WEST AND PROTECTIVE ORDER, CONFER WITH DEF COUNSEL	1.00	475	475.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
02/18/21	CJ	DRAFT DISCOVERY REQUESTS	1.50	475	712.50
02/25/21	CJ	BEGIN ANALYSIS OF DEFENDANT'S DISCOVERY RESPONSES	1.00	475	475.00
02/25/21	CJ	EVALUATE DOCUMENTS IN FILE AND ANALYZE CASE NOTES	1.50	475	712.50
03/04/21	CJ	EVALUATE ALL FORM INTERROGATORIES, INCORPORATE ANALYSIS INTO MEET AND CONFER LETTER TO DEF RE SAME	1.00	475	475.00
03/04/21	CJ	EVALUATE ALL SPECIAL INTERROGATORY RESPONSES AND OBJECTIONS, INCORPORATE ANALYSIS INTO MEET AND CONFER LETTER TO DEF RE SAME	1.00	475	475.00
03/04/21	CJ	EVALUATE ALL RFP RESPONSES AND OBJECTIONS, INCORPORATE ANALYSIS INTO MEET AND CONFER LETTER TO DEF RE SAME	1.00	475	475.00
03/04/21	CJ	EVALUATE ALL RFA RESPONSES AND OBJECTIONS, INCORPORATE ANALYSIS INTO MEET AND CONFER LETTER TO DEF RE SAME	1.00	475	475.00
03/04/21	CJ	DRAFT JOINT REPORT TO DEF, RESEARCH STATUS OF CLAIMS, SENT JOINT REPORT AND MEET AND CONFER LETTER RE DISCOVERY	2.00	475	950.00
03/05/21	CJ	EVALUATE DEFENDANT'S INPUT TO JOINT REPORT, EDIT, CONFIRMED OKAY FOR FILING	1.00	475	475.00
03/05/21	KH	FINALIZE JOINT CASE MANAGEMENT STATEMENT WITH PREPARED PROOF OF SERVICE; SUBMIT FOR FILING AND SERVICE ON ALL COUNSEL.	0.40	250	100.00
03/10/21	CJ	PREPARE FOR CMC, EVALUATE ORDER CONTINUING CMC - RECEIVED 30 MINUTES PRIOR TO CMC	1.00	475	475.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
03/10/21	CJ	PREPARED FOR AND CONDUCTED MEET AND CONFER CALL RE ALL OUTSTANDING SET ONE DISCOVERY WITH DEFENSE COUNSEL	1.50	475	712.50
03/12/21	CJ	EVALUATE DEFENDANT'S LEGAL BASIS FOR WITHHOLDING DISCOVERY - BYRD CASE	1.00	475	475.00
03/12/21	CJ	EVALUATE DISCOVERY IN DISPUTE, REFER TO MEET AND CONFER CORESPONDENCE, AND SET ONE DISCOVERY RESPONSES, ANNOTATE FOR PURPOSES OF PREPARING IDC BRIEF	1.00	475	475.00
03/15/21	RE	CONFER WITH ATTORNEY C JAMES RE PAGA SOL, DISCOVERY & PAGA PERIOD ISSUES	0.50	475	237.50
03/15/21	CJ	EVALUATE RALPH'S CASE RE SOL IN PAGA	1.00	475	475.00
03/15/21	CJ	FORMULATE AND DRAFT CORESPONDENCE REGARDING PAGA SOL ISSUE IN PREPARATION FOR DRAFTING IDC BRIEF AND ARGUMENT TO RECEIVE DOCS FROM DEF	1.00	475	475.00
03/16/21	PM	REVIEW AND REVISE REQUEST FOR IDC.	1.00	550	550.00
03/17/21	CJ	FINALIZE IDC BRIEF, SUBMIT	1.00	475	475.00
03/29/21	CJ	CORESPOND WITH CLERK RE IDC AND WHETHER IDC WILL BE SET	0.50	475	237.50
04/06/21	CJ	EVALUATE CORRESPONDENCE FROM AJB, DRAFT CORESPONDENCE TO DEF RE MTC DISCOVERY EXTENSION	0.40	475	190.00
04/08/21	CJ	EVALUATE IDC GUIDANCE ISSUED BY COURT VIA EMAIL	1.00	475	475.00
04/14/21	KH	FINALIZE STIPULATION FOR PROTECTIVE ORDER WITH UPDATED	0.50	250	125.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		PROOF OF SERVICE; INSTRUCT ATTORNEY SERVICE RE HARD-COPY FILING; E-SERVE ON ALL COUNSEL.			
04/21/21	CJ	EVALUATE RELEVANT DEADLINES, DEFENDANT'S DISCOVERY STATUS, ADN NUMBER OF AGGRIEVED EMPLOYEES, SENT COORESPONDENCE TO DEFEDANT RE SAME	0.50	475	237.50
04/30/21	CJ	REVIEW ADN EVALUATE STATUS OF CASE, AND DISCOVERY; DRAFT REVISED BELAIRE NOTICE BASED ON IDC, DRAFT COORESPONDENCE TO DEF RE OUTSTANDING DISCOVERY AND SUPPLEMENTATION	1.50	475	712.50
05/04/21	CJ	EVALUATE TIMING FOR BELAIRE NOTICE AND DEF'S COMPLAINE, SENT DEF CORRESPONDENCE RE SAME	1.00	475	475.00
05/07/21	KH	BEGIN DRAFT OF SEPARATE STATEMENT OF SPECIAL INTERROGATORIES AND RESPONSES IN DISPUTE IN SUPPORT OF MOTION TO COMPEL FURTHER DISCOVERY RESPONSES.	1.00	250	250.00
05/07/21	PM	REVIEW CORRESPONDENCES WITH DEF. RE MEETING AND CONFERRING REGARDING OUTSTANDING DISCOVERY AND DISCOVERY DISPUTE; ADVISE CJ RE THE SAME.	1.00	550	550.00
05/10/21	KH	CONTINUE DRAFT OF SEPARATE STATEMENT OF SPECIAL INTERROGATORIES AND RESPONSES IN DISPUTE IN SUPPORT OF MOTION TO COMPEL FURTHER DISCOVERY RESPONSES; DRAFT SEPARATE STATEMENT RE REQUESTS FOR ADMISSIONS AND REQUESTS FOR PRODUCTION OF DOCUMENTS.	1.50	250	375.00
05/10/21	CJ	EVALUATE BELAIRE NOTICE REVISIONS, FINALIZE, COORESPOND	1.00	475	475.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		WITH ADMINISTRATOR FOR FACILITATION, EDIT DOCS FROM ADMIN, APPROVE DOCS FROM ADMIN.			
05/13/21	PM	REVIEW COMPLAINTS, CLAIMS, AND DEFENSES; TELEPHONIC CONFERENCE WITH DEFENSE COUNSEL RE CASE MANAGEMENT AND MEDIATION; DRAFT CONFIRMATORY EMAIL TO DEFENSE COUNSEL; ADVISE TEAM.	2.00	550	1,100.00
05/17/21	CJ	EVALUAT PROCEDURAL STATUS, CONFER WITH ADMINISTRATOR FOR BW NOTICE	0.50	475	237.50
05/24/21	PM	REVIEW CORRESPONDENCES FROM MEDIATOR'S OFFICE; DRAFT CORRESPONDENCE RESPONDING TO MEDIATOR'S QUESTIONS RE FINALIZING MEDIATION DATE.	0.50	550	275.00
06/14/21	PM	REVIEW AND REVISE DRAFT JOINT STATUS CONFERENCE STATEMENT; ADVISE CJ RE REVISIONS.	0.50	550	275.00
06/14/21	CJ	EVALUATE CASE STATUS, ANALYZE COMPLAINT AND COMPEL DEADLINE RE DISCOVERY, AND DETERMINE IF CONTINUANCE IS NECESSARY, REVIEW CASE NOTES, DRAFT JOINT REPORT TO COURT	2.50	475	1,187.50
06/15/21	KH	REVIEW JOINT CASE MANAGEMENT STATEMENT; FINALIZE AND PREPARE FOR SUBMISSION TO COURT AND E-SERVICE ON ALL COUNSEL; INSTRUCT ATTORNEY SERVICE RE HARD COPY FILING.	0.30	250	75.00
06/15/21	CJ	EVALUATE REVISIONS TO JOINT REPORT FROM DEFEDNANT, REVISE, ADVISE PM RE MTC CONTINUANCE DEADLINE AND STAY OF DISCOVERY	1.00	475	475.00
06/18/21	KH	COMPILE AND BATES NUMBER PLAINTIFF'S DOCUMENTS FOR	0.50	250	125.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		PRODUCTION.			
06/18/21	CJ	EVALUATE ALL CLIENT DOCS AND DEF DOCS, COMPILE, SENT FOR BATES, COMPILED INTO EXHIBIT BOOK	1.50	475	712.50
06/18/21	CJ	DRAFT DATA DEMAND FOR MEDIATION	0.75	475	356.25
07/12/21	CJ	EVALUATE STATUS OF CLAIMS AND MEDIATION DATE, DETERMINE DISCOVERY DEADLINES APPROACHING AND AGREE TO CONTINUE SAME WITH OPC.	0.50	475	237.50
09/08/21	JH	REVIEW FILE AND STATUS OF DISCOVERY	0.40	550	220.00
10/08/21	JH	REVIEW/ANALYZE CLAIMS AND CASE NOTES; ASSESS PLAINTIFF'S DOCS; UPDATE EXHIBIT BOOK	0.50	550	275.00
10/28/21	JH	REVIEW/ANALYZE WAGE STMTS; UPDATE CASE NOTES	0.70	550	385.00
02/02/22	ND	REVIEW FACTS AND LAW. DRAFT MEDIATION BRIEF.	4.50	695	3,127.50
02/04/22	AJB	REVIEW/ANALYZE RESPONSES TO PLAINTIFF'S MEDIATION INFORMATION REQUESTS (DECATHLONJACKSON), DECATHLONJACKSON TIME AND BREAK RECORDS - CONFIDENTIAL MEDIATION PRODUCTION, AND CONFIDENTIAL SAMPLE TIME AND PAY RECORDS; DRAFT MEDIATION BRIEF.	8.00	725	5,800.00
02/04/22	SB	SPEAK WITH CLIENT IN ADVANCE OF MEDIATION, ANALYZE CLAIMS, ADVISE AJB	2.80	325	910.00
02/04/22	ND	RESEARCH REGARDING PREVIOUS SETTLEMENTS WITH SMILAR PAY PERIODS AND NUMBER OF AGGRIEVED EMPLOYEES FOR	4.20	695	2,919.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		MEDIATION VALUATION. REVIEW AND ANALYZE EXHIBITS TO MEDIATION AND MOU. PREPARE FOR MEDIATION.			
02/07/22	RE	REVIEW & ADVISE AJ RE MEDIATION BRIEF DRAFT; PULL EXHIBITS; FINALIZE AND SEND DRAFT TO AJ FOR REVIEW; CALL W/EXPERT BERGER & AJ RE OT/REGULAR RATE ISSUE	2.50	475	1,187.50
02/07/22	AJB	FINALIZE AND FILE MEDIATION BRIEF.	8.00	725	5,800.00
02/07/22	NBB	REVIEW MED BRIEF, ANALYZE RE SETTLEMENT ISSUES. ADVISE AJ.	2.00	795	1,590.00
02/07/22	SB	CALCULATE INDIVIDUAL DAMAGES FOR MEDIATION, ADD INDIVIDUAL CLAIMS TO CASE NOTES, ADVISE AJB	2.80	325	910.00
02/08/22	SB	PREPARE FOR MEDIATION, REVIEW MEDIATION BRIEF, ADVISE AJB	2.80	325	910.00
02/08/22	SB	PREPARE FOR MEDIATION, REVIEW MEDIATION BRIEF, ADVISE AJB	2.40	325	780.00
02/08/22	ND	REVIEW AND ANALYZE EXPERT PENALTY REPORT AND NOTES AND ASSUMPTIONS. PREPARE FOR MEDIATION.	2.50	695	1,737.50
02/09/22	AJB	PREP AND APPEAR FOR MEDIATION.	12.00	725	8,700.00
02/09/22	SB	ATTEND MEDIATION	8.00	325	2,600.00
02/10/22 15	KN	REVIEW MOU AND DEF REVISIONS; ADVISE AJ	0.40	750	300.00
02/10/22	NBB	REVIEW MOU, ANALYZE, OUTLINE PAGA SETTLEMENT LONG FORM.	1.50	795	1,192.50
02/10/22	ND	REVIEW AND ANALYZE MOU TERMS. CONFERENCE WITH CLIETN TO DISCUSS. SEND FOR SIGNATURE. FOLLOW UP CALLS TO DISCUSS	1.30	695	903.50

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		FURTHER.			
02/14/22	RE	REVIEW & ANALYZE MOU; COORDINATE WITH NB/KN RE DRAFTING OF LONG FORM SETTLEMENT AGREEMENT	0.50	475	237.50
02/14/22	AJB	REVIEW SIGN AND CIRCULATE MOU INTERNALLY.	1.00	725	725.00
03/08/22	JH	REVIEW DOCKET AND FILE RE STATUS OF SETTLEMENT DOCS; DRAFT JOINT CMC STMT; CIRCULATE TO DEFENDANT FOR REVIEW	0.70	550	385.00
03/13/22	RE	REVIEW FILE, BEGIN DRAFTING LONG FORM SETTLEMENT AGREEMENT	1.00	475	475.00
03/14/22	RE	DRAFT LONG FORM PAGA SETTLEMENT AGREEMENT	3.25	475	1,543.75
03/14/22	RE	DRAFT INDIVIDUAL LONG FORM SETTLEMENT AGREEMENT	2.50	475	1,187.50
03/15/22	RE	REVIEW, EDIT & FINALIZE FIRST DRAFT OF LONG FORM SETTLEMENT AGREEMENT	1.50	475	712.50
03/15/22	RE	REVIEW, EDIT & FINALIZE FIRST DRAFT OF INDIVIDUAL SETTLEMENT AGREEMENT; FORWARD INDIVIDUAL AND LONG FORM AGREEMENTS TO NB AND KN FOR REVIEW WITH REDLINE COMPARISON	1.25	475	593.75
03/15/22	NBB	REVIEW PAGA AGREEMENT, ANALYZE.	2.25	795	1,788.75
03/28/22	JH	REVIEW FILE AND DOCKET TO ASCERTAIN PROCEDURAL POSTURE	0.40	550	220.00
03/28/22	CJ	RESEARCH ORDER TO DISMISS ISSUE - EVALUATE ALL PRIOR ORDERS AND ALL PRIOR CORRESPONDENCES FOR THIS CASE TO DETERMINE	0.75	475	356.25

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		WHEN CLASS CLAIMS WERE DISMISSED (FORMALLY) - RESEARCH ROA, ADVISE KN RE SAME			
03/28/22 17	KN	REVIEW & REVISE AGREEMENTS; RESEARCH ISSUE; EMAIL DEF	2.00	750	1,500.00
05/10/22	RE	REVIEW FILE; FOLLOW UP W DEFENSE COUNSEL PAUL HUSTON RE STATUS OF DEF'S REVIEW/PROPOSED REVISIONS TO DRAFT LONG FORM AGREEMENT	0.30	475	142.50
05/13/22 15	KN	REVIEW DEF REVISIONS TO SETTLEMENT AGREEMENT; REVIEW AND REVISE AGREEMENT; EMAIL DEF	2.50	750	1,875.00
05/24/22	JH	REVIEW FILE; ASSESS STATUS OF SETTLEMENT AND PAGA APPROVAL	0.40	550	220.00
05/25/22 17	KN	REVIEW & REVISE AGREEMENT FOR FINAL; EMAIL DEF	1.50	750	1,125.00
05/26/22	RE	BEGIN DRAFTING MOTION TO APPROVE PAGA SETTLEMENT	3.00	475	1,425.00
05/27/22	RE	CONTINUE DRAFTING MOTION TO APPROVE PAGA SETTLEMENT	2.20	475	1,045.00
05/27/22	ND	REVIEW AND ANALYZE SETTLEMENT AGREEMENT FOR CONFORMITY WITH MOU TERMS. REVIEW AND ANALYZE INDIVIDUAL SETTLEMENT AGREEMENT TERMS. SEND BOTH TO CLIENT FOR SIGNATURE. CALL TO DISCUSS TERMS AND SETTLEMENT APPROVAL PROCESS.	1.50	695	1,042.50
06/01/22	RE	FINISH DRAFTING MOTION TO APPROVE PAGA SETTLEMENT; FORWARD TO KN & NB FOR REVIEW	2.00	475	950.00
06/01/22	RE	DRAFT PROPOSED ORDER RE MOTION TO APPROVE PAGA SETTLEMENT; FORWARD TO KN FOR REVIEW	0.80	475	380.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
06/01/22 15	KN	REVIEW DRAFT MOTION FOR PAGA APPROVAL; PREPARE SIGNED AGREEMENT; EMAIL DEF	1.30	750	975.00
06/09/22	KN	PREPARE DOCUMENTS; EMAIL DEF	0.50	750	375.00

TOTAL BILLED HOURS

A.J.BHOWMIK	29.00 hr @ 725.00	\$ 21,025.00
CHARLOTTE JAMES	60.65 hr @ 475.00	\$ 28,808.75
JEFF HERMAN	3.10 hr @ 550.00	\$ 1,705.00
JACKLAND HOM	1.25 hr @ 295.00	\$ 368.75
KARLA HORNE	4.20 hr @ 250.00	\$ 1,050.00
KYLE NORDREHAUG	9.20 hr @ 750.00	\$ 6,900.00
NORMAN BLUMENTHAL	8.25 hr @ 795.00	\$ 6,558.75
NICK DEBLOUW	50.10 hr @ 695.00	\$ 34,819.50
PIYA MUKHERJEE	8.00 hr @ 550.00	\$ 4,400.00
RICO EHMAN	34.00 hr @ 475.00	\$ 16,150.00
SCOTT BLUMENTHAL	21.60 hr @ 325.00	\$ 7,020.00
VICTORIA RIVAPALACIO	0.50 hr @ 475.00	\$ 237.50

TOTAL PROFESSIONAL SERVICES

229.85

\$129,043.25

COSTS ADVANCED

05/12/20	PAGA NOTICE FEE.	75.00
09/11/20	COMPLAINT FILING FEE	1,677.36
10/07/20	FILING FEE	100.25
10/31/20	MESSENGER - KNOX	263.45
11/10/20	FILING FEE	100.50
11/17/20	ONELEGAL - FILING FEE	85.66
01/05/21	ONE LEGAL FILING FEE	126.98
03/12/21	ONE LEGAL FILING FEE	69.49
04/30/21	MESSENGER - KNOX	98.50
05/25/21	MEDIATION FEES - JEFF ROSS.	9,000.00
06/18/21	ONE LEGAL - FILING FEE	69.49

<u>DATE</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
02/15/22	BERGER CONSULTING GROUP	<u>2,550.00</u>
	TOTAL COSTS ADVANCED	<u>\$ 14,216.68</u>
TOTAL CURRENT CHARGES		<u>\$143,259.93</u>

EXHIBIT #3

Activities Export

10/31/2022
10:09 AM

Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
07/11/2022		Draft: Review file; discuss status of settlement approval with KN; draft joint CMC stmt; circulate to defendant for review  Unbilled	CA2008 Decathlon USA LLC	Jeffrey Herman	0.70h	\$550.00	-	\$385.00
09/08/2022		Review and revise draft motion and proposed order; research issues for motion; email clerk; email Defendant  Unbilled	CA2008 Decathlon USA LLC	Kyle Nordrehaug	3.00h	\$750.00	-	\$2,250.00
09/12/2022		Work on issues re motion and exhibits; reserve hearing; email Defendant  Unbilled	CA2008 Decathlon USA LLC	Kyle Nordrehaug	0.75h	\$750.00	-	\$562.50
10/12/2022		work on motion for PAGA approval; update status; email Def  Unbilled	CA2008 Decathlon USA LLC	Kyle Nordrehaug	0.50h	\$750.00	-	\$375.00
10/17/2022		draft declaration ISO motion for PAGA settlement approval  Unbilled	CA2008 Decathlon USA LLC	Kyle Nordrehaug	2.50h	\$750.00	-	\$1,875.00
10/17/2022		Review and revise motion; discuss with NBB; email Def revised motion  Unbilled	CA2008 Decathlon USA LLC	Kyle Nordrehaug	1.50h	\$750.00	-	\$1,125.00
10/31/2022		Review and revise motion and Declaration  Unbilled	CA2008 Decathlon USA LLC	Kyle Nordrehaug	1.50h	\$750.00	-	\$1,125.00
					10.45h		\$0.00 0.00h	\$7,697.50 10.45h

Activities Export

10/31/2022
10:09 AM

Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
10/31/2022	\$	filing fee - motion	CA2008	Kyle	1.00	\$61.00	-	\$61.00
		● Unbilled	Decathlon USA LLC	Nordrehaug				
							\$0.00	\$61.00
							0.00h	0.00h

EXHIBIT #4

Blumenthal Nordrehaug Bhowmik De Blouw LLP

2255 Calle Clara, La Jolla, California 92037

Tel: (858) 551-1223

Fax: (858) 551-1232

FIRM RESUME

Areas of Practice: Employee, Consumer and Securities Class Actions, Wage and Hour Class Actions, Civil Litigation, Business Litigation.

ATTORNEY BIOGRAPHIES

Norman B. Blumenthal

Partner, Blumenthal Nordrehaug Bhowmik De Blouw LLP (2018 to present)

Practice Areas: Consumer and Securities Class Action, Civil Litigation, Wage and Hour Class Actions, Transactional Law

Admitted: 1973, Illinois; 1976, California

Biography: Law Clerk to Justice Thomas J. Moran, Illinois Supreme Court, 1973-1975, while on Illinois Court of Appeals. Instructor, Oil and Gas Law: California Western School of Law, 1981; University of San Diego School of Law, 1983. Sole Practitioner 1976-1987. Partner, Blumenthal & Ostroff, 1988-1995. Partner, Blumenthal, Ostroff & Markham, 1995-2001. Partner, Blumenthal & Markham, 2001-2007. Partner, Blumenthal & Nordrehaug, 2007. Partner, Blumenthal, Nordrehaug & Bhowmik, 2008-2018. Partner, Blumenthal Nordrehaug Bhowmik De Blouw LLP, 2018 - present.

Member: San Diego County, Illinois State and American Bar Associations; State Bar of California.

Educated: University of Wisconsin (B.A., 1970); Loyola University of Chicago (J.D., 1973);

Summer Intern (1971) with Harvard Voluntary Defenders

Kyle R. Nordrehaug

Partner, Blumenthal Nordrehaug Bhowmik De Blouw LLP (2018 to present)

Practice Areas: Consumer and Securities Class Actions, Wage and Hour Class Actions, Civil Litigation

Admitted: 1999, California

Biography: Associate, Blumenthal, Ostroff & Markham, 1999-2001. Associate, Blumenthal & Markham, 2001-2007. Partner, Blumenthal & Nordrehaug, 2007. Partner, Blumenthal, Nordrehaug & Bhowmik, 2008-2017

Member: State Bar of California, Ninth Circuit Court of Appeals, Third Circuit Court of Appeals

Educated: University of California at Berkeley (B.A., 1994); University of San Diego School of Law (J.D. 1999)

Awards: Top Labor & Employment Attorney 2016; Top Appellate Reversal - Daily Journal 2015; Super Lawyer 2015-2018

Aparajit Bhowmik

Partner, Blumenthal Nordrehaug Bhowmik De Blouw LLP (2018 to present)

Practice Areas: Civil Litigation; Consumer Class Actions, Wage and Hour Class Actions

Admitted: 2006, California

Educated: University of California at San Diego (B.A., 2002); University of San Diego School of Law (J.D. 2006)

Biography: Partner, Blumenthal, Nordrehaug & Bhowmik, 2008-2017

Awards: Rising Star 2015

Nicholas J. De Blouw

Partner, Blumenthal Nordrehaug Bhowmik De Blouw LLP (2018 to present)

Practice Areas: Civil Litigation; Consumer Class Actions, Wage and Hour Class Actions

Admitted: 2011, California

Educated: Wayne State University (B.A. 2008); California Western School of Law (J.D. 2011)

Piya Mukherjee

Associate Attorney

Practice Areas: Civil Litigation; Consumer Class Actions, Wage and Hour Class Actions

Admitted: 2010, California

Educated: University of California, San Diego (B.S. 2006); University of Southern California, Gould School of Law (J.D. 2010)

Victoria Rivapalacio

Associate Attorney

Practice Areas: Civil Litigation; Consumer Class Actions, Wage and Hour Class Actions

Admitted: 2011, California

Educated: University of California at San Diego (B.A., 2003); George Washington University Law School (J.D. 2010)

Ricardo Ehmann

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2018, California; 2004, Nevada

Educated: University of California, San Diego (B.A. 1998); Loyola Law School (J.D. 2001)

Jeffrey S. Herman

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2011, California; 2016 Arizona

Educated: University of Michigan (B.A. 2008); California Western School of Law (J.D. 2011)

Charlotte James

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2016, California

Educated: San Diego State University; California Western School of Law

Christine Levu

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2012, California

Educated: University of California, Irvine; California Western School of Law

Andrew Ronan

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2016, California

Educated: Arizona State University; University of San Diego School of Law

Scott Blumenthal

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2020, New Mexico

Educated: University of Southern California; California Western School of Law

REPORTED CASES

Sakkab v. Luxottica Retail N. Am., Inc., 803 F.3d 425 (9th Cir. 2015) (The panel reversed the district court's order granting Luxottica Retail North America, Inc.'s motion to compel arbitration of claims and dismissing plaintiff's first amended complaint, in a putative class action raising class employment-related claims and a non-class representative claim for civil penalties under the Private Attorney General Act.);

Securitas Security Services USA, Inc. v. Superior Court, 234 Cal. App. 4th 1109 (Cal. Feb. 27, 2015) (Court of Appeal concluded the trial court correctly ruled that *Iskanian* rendered the PAGA waiver within the parties' dispute resolution agreement unenforceable. However, the Court of Appeal then ruled the trial court erred by failing to invalidate the non-severable class action waiver from the agreement and remanded the entire complaint, including class action and PAGA claims, be litigated in the Superior Court);

Sussex v. United States Dist. Court for the Dist. of Nev., 781 F.3d 1065 (9th Cir. 2015) (The panel determined that the district court clearly erred in holding that its decision to intervene mid-arbitration was justified under *Aerojet-General*. Specifically, the panel held that the district court erred in predicting that an award issued by the arbitrator would likely be vacated because of his "evident partiality" under 9 U.S.C. § 10(a)(2).);

Provost v. YourMechanic, Inc., 2020 Cal. App. Lexis 955 (Oct. 15, 2020) (Court of Appeals affirmed denial of arbitration of PAGA claim, and held in a case of first impression, that there was no additional standing rules for PAGA claim brought by independent contractor);

In re Tobacco Cases II, 41 Cal. 4th 1257 (2007); Washington Mutual Bank v. Superior Court, 24 Cal. 4th 906 (2001); Rocker v. KPMG LLP, 148 P.3d 703; 122 Nev. 1185 (2006); PCO, Inc. v. Christensen, Miller, Fink, Jacobs, Glaser, Weil & Shapiro, LLP, 150 Cal. App. 4th 384 (2007); Hall v. County of Los Angeles, 148 Cal. App. 4th 318 (2007); Coshov v. City of Escondido, 132 Cal. App. 4th 687 (2005); Daniels v. Philip Morris, 18 F.Supp 2d 1110 (S.D. Cal.1998); Gibson v. World Savings & Loan Asso., 103 Cal. App. 4th 1291 (2003); Jordan v. Department of Motor Vehicles, 75 Cal. App. 4th 445 (1999); Jordan v. Department of Motor Vehicles, 100 Cal.App. 4th 431 (2002); Norwest Mortgage, Inc. v. Superior Court, 72 Cal.App.4th 214 (1999); Hildago v. Diversified Transp. Sya, 1998 U.S. App. LEXIS 3207 (9th Cir. 1998); Kensington Capital Mgal. v. Oakley, Inc., 1999 U.S. Dist LEXIS 385; Fed.Sec.L.Rep. (CCH) P90, 411 (1999 C.D. Cal.); Lister v. Oakley, Inc., 1999 U.S. Dist. LEXIS 384; Fed. Sec. L. Rep. (CCH) P90,409 (C.D. Cal. 1999); Olszewski v. Scripps Health, 30 Cal. 4th 798 (2003); Steroid Hormone Product Cases, 181 Cal. App. 4th 145 (2010); Owen v. Macy's, Inc., 175 Cal. App. 4th 462 (2009); Taiheiyo Cement Corp. v. Superior Court, 117 Cal. App. 4th 380 (2004); Taiheiyo Cement Corp. v. Superior Court, 105 Cal.App. 4th 398 (2003); McMeans v. Scripps Health, Inc., 100 Cal. App. 4th 507 (2002); Ramos v. Countrywide Home Loans, 82 Cal.App. 4th 615 (2000); Tevssier v. City of San Diego, 81 Cal.App. 4th 685 (2000); Washington Mutual Bank v. Superior Court, 70 Cal. App. 4th 299 (1999); Silvas v. E*Trade Mortg. Corp., 514 F.3d 1001 (9th Cir. 2008); Silvas v. E*Trade Mortg. Corp., 421 F. Supp. 2d 1315 (S.D. Cal. 2006); McPhail v. First Command Fin. Planning, Inc., 2009 U.S. Dist. LEXIS 26544 (S.D. Cal. 2009); McPhail v. First Command Fin. Planning, Inc., 251 F.R.D. 514 (S.D. Cal. 2008); McPhail v. First Command Fin. Planning, Inc., 247 F.R.D. 598 (S.D. Cal. 2007); Barcia v. Contain-A-Way, Inc., 2009 U.S. Dist. LEXIS 17118 (S.D. Cal. 2009); Barcia v. Contain-A-Way, Inc., 2008 U.S. Dist. LEXIS 27365 (S.D. Cal. 2008); Wise v. Cubic Def. Applications, Inc., 2009 U.S. Dist. LEXIS 11225 (S.D. Cal. 2009); Gabisan v. Pelican Prods., 2009 U.S. Dist. LEXIS 1391

(S.D. Cal. 2009); La Jolla Friends of the Seals v. Nat'l Oceanic & Atmospheric Admin. Nat'l Marine Fisheries Serv., 630 F. Supp. 2d 1222 (S.D. Cal. 2009); La Jolla Friends of the Seals v. Nat'l Oceanic & Atmospheric Admin. Nat'l Marine Fisheries Serv., 2008 U.S. Dist. LEXIS 102380 (S.D. Cal. 2008); Louie v. Kaiser Found. Health Plan, Inc., 2008 U.S. Dist. LEXIS 78314 (S.D. Cal. 2008); Weltman v. Ortho Mattress, Inc., 2010 U.S. Dist. LEXIS 20521 (S.D. Cal. 2010); Weltman v. Ortho Mattress, Inc., 2008 U.S. Dist. LEXIS 60344 (S.D. Cal. 2008); Curry v. CTB McGraw-Hill, LLC, 2006 U.S. Dist. LEXIS 5920; 97 A.F.T.R.2d (RIA) 1888; 37 Employee Benefits Cas. (BNA) 2390 (N.D. Cal. 2006); Reynov v. ADP Claims Servs. Group, 2006 U.S. Dist. LEXIS 94332 (N.D. Cal. 2006); Kennedy v. Natural Balance Pet Foods, Inc., 2010 U.S. App. LEXIS 248 (9th Cir. 2010); Kennedy v. Natural Balance Pet Foods, Inc., 2008 U.S. Dist. LEXIS 38889 (S.D. Cal. 2008); Kennedy v. Natural Balance Pet Foods, Inc., 2007 U.S. Dist. LEXIS 57766 (S.D. Cal. 2007); Sussex v. Turnberry/MGM Grand Towers, LLC, 2009 U.S. Dist. LEXIS 29503 (D. Nev. 2009); Picus v. Wal-Mart Stores, Inc., 256 F.R.D. 651 (D. Nev. 2009); Tull v. Stewart Title of Cal., Inc., 2009 U.S. Dist. LEXIS 14171 (S.D. Cal. 2009); Keshishzadeh v. Gallagher, 2010 U.S. Dist. LEXIS 46805 (S.D. Cal. 2010); Keshishzadeh v. Arthur J. Gallagher Serv. Co., 2010 U.S. Dist. Lexis 116380 (S.D. Cal. 2010); In re Pet Food Prods. Liab. Litig., MDL Docket No. 1850 (All Cases), 2008 U.S. Dist. LEXIS 94603 (D.N.J. 2008); In re Pet Food Prods. Liab. Litig., 629 F.3d 333 (3rd Cir. 2010); Puentes v. Wells Fargo Home Mortgage, Inc., 160 Cal. App. 4th 638 (2008); Rezec v. Sony Pictures Entertainment, Inc., 116 Cal. App. 4th 135 (2004); Badillo v. Am. Tobacco Co., 202 F.R.D. 261 (D. Nev. 2001); La Jolla Friends of the Seals v. Nat'l Oceanic & Atmospheric Admin., 2010 U.S. App. Lexis 23025 (9th Cir. 2010); Dirienzo v. Dunbar Armored, Inc., 2011 U.S. Dist. Lexis 36650 (S.D. Cal. 2011); Rix v. Lockheed Martin Corp., 2011 U.S. Dist Lexis 25422 (S.D. Cal. 2011); Weitzke v. Costar Realty Info., Inc., 2011 U.S. Dist Lexis 20605 (S.D. Cal. 2011); Goodman v. Platinum Condo. Dev., LLC, 2011 U.S. Dist. LEXIS 36044 (D. Nev. 2011); Sussex v. Turnberry/MGM Grand Towers, LLC, 2011 U.S. Dist. LEXIS 14502 (D. Nev. 2011); Smith v. Kaiser Foundation Hospitals, Inc., 2010 U.S. Dist. Lexis 117869 (S.D. Cal. 2010); Dobrosky v. Arthur J. Gallagher Serv. Co., LLC, No. EDCV 13-0646 JGB (SPx), 2014 U.S. Dist. LEXIS 106345 (C.D. Cal. July 30, 2014); Metrow v. Liberty Mut. Managed Care LLC - Class Certification Granted, Metrow v. Liberty Mut. Managed Care LLC, No. EDCV 16-1133 JGB (KKx), 2017 U.S. Dist. LEXIS 73656 (C.D. Cal. May 1, 2017); Nelson v. Avon Products, Inc., Class Certification Granted, U.S. District Court for The Northern District of California, Case No. 13-cv-02276-BLF, 2015 U.S. Dist. LEXIS 51104 (N.D. Cal. Apr. 17, 2015); Orozco v. Illinois Tool Works Inc., Class Certification Granted, 2017 U.S. Dist. LEXIS 23179 (E.D. Cal. Feb. 16, 2017); Rieve v. Coventry Health Care, Summary Judgment *Sua Sponte* Granted for Plaintiff, Rieve v. Coventry Health Care, Inc., 870 F. Supp. 2d 856 (C.D. Cal. 2012)

CLASS ACTION & REPRESENTATIVE CASES

4G Wireless Wage Cases, Orange County Superior Court, JCCP No. 4736; Classic Party Rentals Wage & Hour Cases, Los Angeles Superior Court, Case No. JCCP No. 4672; Abu-Arafeh v. Norco Delivery Service, Inc., San Francisco County Superior Court, Case No. CGC-14-540601; Aburto v. Verizon, U.S. District Court, Southern District California, Case No. 11-cv-0088; Adkins v. Washington Mutual Bank, Class Certification Granted, San Diego County Superior Court, Case No. GIC819546; Agah v. CompUSA, U.S. District Court, Central District of California, Case No. SA CV05-1087 DOC (Anx); Akers v. The San Diego Union Tribune, San Diego County Superior Court, Case No. 37-2010-00088571; Altman v. SolarCity Corporation, San Diego County Superior Court, Case No. 37-2014-00023450-CU-OE-CTL; Aquino v. Macy's West Stores, Orange County Superior Court, Case No. 30-2010-00395420; Baker v. Advanced Disability Management, Inc., Sacramento County Superior Court, Case No. 34-2014-00160711; Barcia v. Contain-A-Way, U.S. District Court, Southern District California, Case No. 07 cv 0938; Bates v. Verengo, Inc., Orange County Superior Court, Case No. 30-2012-00619985-CU-OE-CXC; Battle v. Charming Charlie Inc., San Diego

County Superior Court, Case No. 37-2014-00005608; Behar v. Union Bank, Orange County Superior Court, Case No. 30-2009-00317275; Bell v. John Stewart Company, Alameda County Superior Court, Case No. RG14728792; Bennett v. Custom Built Personal Training, Monterey County Superior Court, Case No. M127596; Bermant v. Bank of America, Investment Services, Inc., Los Angeles Superior Court, Civil Action No. BC342505; Bethley v. Raytheon Company, United States District Court, Central District of California, Case No. SACV10-01741; Betorina v. Randstad US, L.P., U.S. District Court Northern District of California, Case No. 3:15-cv-03646-MEJ; Beverage v. Edcoa Inc., Sacramento County Superior Court, Case No. 2013-00138279; Bova v. Washington Mutual Bank / JP Morgan Chase, U.S. District Court, Southern District California, Case No. 07-cv-2410; Bowden v. Sunset Parking Services, LLC & LAZ Parking California, LLC - Settled San Diego County Superior Court, Case No. 37-2012-00101751-CU-OE-CTL; Briseno v. American Savings Bank, Class Certification Granted, Orange County Superior Court, Case No. 774773; Brueske v. Welk Resorts, San Diego Superior Court, Case No 37-2010-00086460; Bueche v. Fidelity National Management Services, U.S. District Court, Eastern District of California, Case No. 13-cv-01114; Bunch v. Pinnacle Travel Services, LLC, Los Angeles County Superior Court, Case No. BC552048; Butler v. Stericycle, Inc & Appletree Answering Services of California, Inc., Sacramento County Superior Court, Case No. 34-2015-00180282; Cabral v. Creative Communication Tech., Class Certification Granted, Los Angeles Superior Court, Case No. BC402239; Cardoza v. Wal-Mart Associates, Inc., U.S. District Court Northern District of California, Case No. 4:15-cv-01634-DMR; Castro v. Vivint Solar, Inc., San Diego County Superior Court, Case No. 37-2014-00031385-CU-OE-CTL; Cavazos v. Heartland Automotive Services, Inc., Riverside County Superior Court, Case No. PSC 1401759; Cohen v. Bosch Tool, San Diego Superior Court, Case No. GIC 853562; Comstock v. Washington Mutual Bank - Class Certification Granted, San Diego County Superior Court, Case No. GIC820803; Conley v. Norwest, San Diego County Superior Court, Case No. N73741; Connell v. Sun Microsystems, Alameda Superior Court, Case No. RG06252310; Corrente v. Luxe Valet, Inc., San Francisco County Superior Court, Case No. CGC-15-545961; Cruz v. Redfin Corporation, U.S. District Court Northern District of California, Case No. 3:14-cv-05234-THE; Culley v. Lincare Inc. & Alpha Respiratory Inc., U.S. District Court eastern District of California, Case No. 2:15-cv-00081-GEB-CMK; Cunningham v. Leslie's Poolmart, Inc., U.S. District Court, Central District of California, Case No. 13-cv-02122-CAS; Curry v. California Testing Bureau/McGraw Hill, U.S. District Court, Northern District of California, Case No. C-05-4003 JW; Daniels, et al. v. Philip Morris,(In Re Tobacco Cases II) – Class Certification Granted, San Diego Superior Court, Case No. JCCP 4042; Davis v. Genex Holdings Inc., Santa Clara County Superior Court, Case No. 1-13-cv-240830; Davis v. Clear Connection, LLC, San Diego County Superior Court, Case No. 37-2014-00035173-CU-OE-CTL; Day v. WDC Exploration, Orange County Superior Court, Case No. 30-2010-00433770; Dedrick v. Hollandia Dairy, San Diego County Superior Court, Case No. 37-2014-00004311-Cu-OE-CTL; Delmare v. Sungard Higher Education - Settled U.S. District Court, Southern District of California, Case No. 07-cv-1801; Del Rio v. Tumi Stores, Inc., San Diego County Superior Court, Case No. 37-2015-00022008-CU-OE-CTL; Dewane v. Prudential, U.S. District Court, Central District of California, Case No. SA CV 05-1031; Diesel v. Wells Fargo Bank, Orange County Superior Court, Case No. 30-2011-00441368; Dirienzo v. Dunbar Armored, U.S. District Court, Southern District of California, Case No. 09-cv-2745; Dobrosky v. Arthur J. Gallagher Service Company, LLC, Class certification Granted, No. EDCV 13-0646 JGB (Spx); Dodds v. Zaven Tootikian, Los Angeles County Superior Court, Case No. BC494402; Drumheller v. Radioshack Corporation, United States District Court, Central District of California, Case No. SACV11-355; Enger v. Kaiser Foundation Health Plan, U.S. District Court, Southern District of California, Case No. 09-cv-1670; Escobar v. Silicon Valley Security & Patrol, Inc., Santa Clara County Superior Court, Case No. 1-14-cv272514; Fierro v. Chase Manhattan - Class Certification Granted, Settled San Diego Superior Court, Case No. GIN033490; Figueroa v. Circle K Stores, Inc., San Diego County Superior Court, Case No. 37-2012-00101193-CU-OE-CTL; Finch v. Lamps Plus, (Lamps Plus Credit Transaction Cases), San Diego Superior Court, Case No. JCCP 4532; Fletcher v. Verizon, U.S. District Court, Southern

District of California, Case No. 09-cv-1736; Francisco v. Diebold, U.S. District Court, Southern District of California, Case No. 09-cv-1889; Friend v. Wellpoint, Los Angeles Superior Court, Case No. BC345147; Frudakis v. Merck Sharp & Dohme, U.S. District Court, Central District California, Case No. SACV 11-00146; Fulcher v. Olan Mills, Inc., U.S. District Court, Northern District of California, Case No. 11-cv-1821; Gabisan v. Pelican Products, U.S. District Court, Southern District California, Case No. 08 cv 1361; Galindo v. Sunrun Installation Services Inc., San Diego County Superior Court, Case No. 37-2015-00008350-CU-OE-CTL; Gallagher v. Legacy Partners Commercial, Santa Clara County Superior Court, Case No. 112-cv-221688; Ghattas v. Footlocker Retail, Inc., U.S. District Court Central District of California, Case No. CV 13-0001678 PA; Gibson v. World Savings, Orange County Superior Court, Case No. 762321; Goerzen v. Interstate Realty Management, Co., Stanislaus County Superior Court, Case No. 679545; Gomez v. Enterprise Rent-A-Car, U.S. District Court, Southern District of California, Case No. 3:10-cv-02373; Gordon v. Wells Fargo Bank, U.S. District Court, Southern District of California, Case No. 3:11-cv-00090; Grabowski v. CH Robinson, U.S. District Court, Southern District of California, Case No. 10-cv-1658; Gross v. ACS Compiq Corporation, Orange County Superior Court, Case No. 30-2012-00587846-CU-OE-CXC; Gripenstraw v. Buffalo Wild Wings, U.S. District Court, Eastern District of California, Case No. 12-CV-00233; Gruender v. First American Title, Orange County Superior Court, Case No. 06 CC 00197; Guillen v. Univision Television Group, Inc. & Univision Management Co., San Francisco County Superior Court, Case No. CGC-12-526445; Gujjar v. Consultancy Services Limited, Orange County Superior Court, Case No. 30-2010-00365905; Gutierrez v. Five Guys Operations, LLC, San Diego County Superior Court, Case No. 37-2012-00086185-CU-OE-CTL; Handler v. Oppenheimer, Los Angeles Superior Court, Civil Action No. BC343542; Harley v. Tavistock Freebirds, LLC, Sacramento County Superior Court, Case No. 34-2014-00173010; Harrington v. Corinthian Colleges – Class Certification Granted, Orange Superior Court; United States Bankruptcy Court District of Delaware; Harvey v. PQ Operations, Inc., Los Angeles County Superior Court, Case No. BC497964; Henshaw v. Home Depot U.S.A., United States District Court, Central District of California, Case No. SACV10-01392; Heithold v. United Education Institute, Orange County Superior Court, Case No. 30-2013-00623416-CU-OE-CXC; Hibler v. Coca Cola Bottling, Settled U.S. District Court, Southern District of California, Case No. 11cv0298; Hildebrandt v. TWC Administration LLC & Time Warner NY Cable, LLC, U.S. District Court, Central District of California, Case No. ED-cv-13-02276-JGB; Hopkins v. BCI Coca-Cola Bottling Company of Los Angeles, United states District Court, Central District of California; U.S. Court of Appeals 9th Circuit; Howard v. Southern California Permanente Medical Group, Los Angeles Superior Court, Case No. BC586369; Hughes v. Parexel International, Los Angeles County Superior Court, Case No. BC485950; Hurley v. Comcast of California/Colorado/Texas/Washington, Inc., Sonoma County Superior Court, Case No. SCV-253801; Irving v. Solarcity Corporation, San Mateo County Superior Court, Case No. CIV525975; Jacobs v. Nu Horizons - Settled Santa Clara County Superior Court, Case No. 111cv194797; Jefferson v. Bottling Group LLC (Pepsi) - Class Certification Granted, Orange County Superior Court, Case No. 30-2009-0018010; Jones v. E*Trade Mortgage, U.S. District Court, Southern District California Case No. 02-CV-1123 L (JAH); Kennedy v. Natural Balance - Dismissal Reversed on Appeal, San Diego Superior Court, Case No. 37-2007-00066201; Keshishzadeh v. Arthur J. Gallagher Service Co., U.S. District Court, Southern District of California, Case No. 09-cv-0168; Kinney v. AIG Domestic Claims / Chartis, U.S. District Court, Central District of California, Case No. 8:10-cv-00399; Kizer v. Tristar Risk Management, Orange County Superior Court, Case No. 30-2014-00707394-CU-OE-CXC; Kleinberg v. Reeve Trucking Company, Inc., San Diego County Superior Court, Case No. 37-2015-00001601-CU-OE-CTL; Kove v. Old Republic Title, Alameda County Superior Court, Case No. RG09477437; Krellcom v. Medley Communications, Inc., San Diego County Superior Court, Case No. 37-2013-00050245-CU-OE-CTL; Ladd v. Extreme Recovery, LP, Contra Costa County Superior Court, Case No. MSC11-02790; Langille v. EMC, U.S. District Court, Southern District of California, Case No. 09-cv-0168; Lawson v. Marquee Staffing, Los Angeles County Superior Court, Case No. 37-2012-00103717-

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Navajo Express, Inc. – San Bernardino County Superior Court, Case No. CIVDS1613846; Lara v. Commercial Protective Service, Inc. – Los Angeles County Superior Court, Case No. BC648921; Picos v. Culinary of California, Inc. – San Diego County Superior Court, Case No. JCCP 4892; Samaniego v. A&I Transport, Inc. – Santa Cruz County Superior Court, Case No. 16CV01894; Bailey v. Romanoff Floor Covering, Inc. – U.S. District Court, Eastern District of California, Case No. 17-CV-00685-TLN-CMK; Aguirre v. Bitech, Inc. – Sacramento County Superior Court, Case No. 34-2016-002022; Phillips v. DI Overnite LLC – San Diego County Superior Court, Case No. 37-2016-00016800-CU-OE-CTL; Jacob v. Pride Transport, Inc. – Santa Cruz County Superior Court, Case No. 16CV1337; Bennett v. Heartland Express, Inc. of Iowa – San Diego County Superior Court, Case No. 37-2016-00015056-CU-OE-CTL; Stapf v. Mercer Health & Benefits Administration LLC – Los Angeles County Superior Court, Case No. BC643007; Armstrong v. Ruan Transport Corporation – San Bernardino County Superior Court, Case No. CIVDS1605897; Geiger v. Floyd's 99-California LLC – Orange County Superior Court, Case No. 30-2016-00874943-CU-OE-CXC; Mondrian v. Trius Trucking, Inc. – Fresno County Superior Court, Case No. 16CECG01501; Johnson v. Fedex Office and Print Services, Inc. – Alameda County Superior Court, Case No. RG17856291; Rios v. Pacific Western Bank – San Diego County Superior Court, Case No. 37-2016-00038083; Sanders v. Old Dominion Freight Lines, Inc. – San Diego County Superior Court, Case No. 37-2016-00030725-CU-OE-CTL; Taylor v. Gardner Trucking, Inc. – San Bernardino County Superior Court, Case No. CIVDS1614280; Couture v. Wal-Mart Associates, Inc. – U.S. District Court, Eastern District of California, case No. 16-CV-02202-VC; Bertuol v. AHMC Anaheim Regional Medical Center LP – Orange County Superior Court, Case No. 30-2017-00899024-CO-OE-CXC; Espinoza v. Prime Communications of California, LLC – San Mateo County Superior Court, Case No. 16CIV01563; Archuletta v. Tidy Services, Inc. – Orange County Superior court, Case No. 30-2016-008611892-CU-OE-CXC; Puccini v. Earthbound Farm, LLC – Santa Clara County Superior Court, Case No. 17CV308643; Vikram v. First Student Management, LLC – U.S. District Court, Northern District of California, Case No. 17-CV-04656-KAW; Blair v. Ashley Distribution Services, LTD. – U.S. District Court, Central District of California, Case No. 17-CV-01427-JAK-SP; Richardson v. Service Staffing, LLC – Orange County Superior Court, Case No. 30-2017-00899039-CU-OE-CXC; Coffin v. Certified Freight Logistics, Inc. – San Diego County Superior Court, Case No. 37-2016-00036523-CU-OE-CTL; Encarnacion v. S.A.S. Services Group, Inc. – San Diego County Superior Court, Case No. 37-2017-00026726-CU-OE-CTL; Vasquez v. Golden State Overnight Delivery Service, Inc. – Alameda County Superior Court, Case No. RG17862924; Karr v. Tristar Managed Care, Inc. – Contra Costa Superior Court, case No. MSC17-00650; Gouveia v. Central Cal Transportation – San Joaquin County Superior Court, Case No. STK-CV-UOE-2017-0001765; Miranda v. Genex Services, LLC – U.S. District Court, Northern District of California, Case No. 17-CV-01438-JD; Spears v. Health Net of California, Inc. – Sacramento County Superior Court, Case No. 34-2017-00210560; Martinez v. Geil Enterprises, Inc. – Fresno County Superior Court, Case No. 17CECG01879; McComack v. Marriott Ownership Resorts, Inc. – U.S. District Court, Southern District of California, Case No. 17CV1663 BEN WVG; Velasco v. Lemonade Restaurant Group, LLC – Los Angeles County Superior Court, Case No. BC672235; Smith v. Personnel Services, Inc. – U.S. District Court, Northern District of California, Case NO. 17-CV-03594-SK; Gabriel v. Kuni SDA, LLC – San Diego County Superior Court, Case No. 37-2017-000251191-CU-OE-CTL; Miller v. Mattress Firm, Inc. – Santa Clara County Superior Court, Case No. 17CV313148; Provost v. Yourmechanic, Inc. – San Diego County Superior Court, Case No. 37-2017-00024056-CU-OE-CTL; Zirpolo v. UAG Stevens Creek II, Inc. – Santa Clara County Superior Court, Case No. 17CV313457; Salazar v. Aids Healthcare Foundation – San Diego County Superior Court, Case No. 37-2017-00033482-CU-OE-CTL; Knipe v. Amazon.com, Inc. – San Diego County Superior Court, Case No. 37-2017-00029426-CU-OE-CTL; Erwin v. Caremeridian, LLC – Fresno County Superior Court, Case No. 17CECG03048; Davis v. Cox Communications California, LLC – U.S. District Court, Southern District of California, Case No. 16-CV-00989-BAS-BLM; Lara v. RMI International, Inc. – Los Angeles County Superior Court, Case No. BC597695; Harper v. C.R. England, Inc. – U.S. District Court, Utah Central

Division, Case No. 16-CV-00906-DB; Mrazik v. C.H. Robinson Company – U.S. District Court, Central District of California, Case No. 12-CV-02067-CAS-PLA; Horn v. Rise Medical Staffing, LLC – U.S. District Court, Eastern District of California, Case No. 2:17-cv-01967-MCE-KJN; Pasallo v. GSG Protective Services CA Inc. – San Diego Superior Court, Case No. 37-2018-00037611-CU-OE-CTL; Smith v. Pacific Personnel Services, Inc. – U.S. District Court, Northern District of California, Case No. 17-cv-03594-SK; Terrado v. Accredited Debt Relief, LLC – San Diego Superior Court, Case No. 37-2018-00014181-CU-OE-CTL; Escobedo v. Pacific Western Bank – Los Angeles Superior Court, Case No. BC682686; Wade v. Automobile Club of Southern California – Orange County Superior Court, Case No. 30-2017-00960268-CU-OE-CXC; Montano v. American Automobile Association of Northern California – Contra Costa County Superior Court, Case No. CIVMSC18-01539; Perez v. Summit Interconnect, Inc. – Orange County Superior Court, Case No. 30-2018-00995403-CU-OE-CXC; Wolleson v. Gosch Imports, Inc. – Riverside County Superior Court, Case No. RIC170356; Banuelos v. Ortho Mattress, Inc. – Orange County Superior Court, Case No. 30-2020-01161304-CU-OE-CXC; Castellanos v. Miller Automotive Group, Inc. – Los Angeles County Superior Court, Case No. BC699211; Tressler v. Spoonful Management, LLC – Los Angeles County Superior Court, Case No. BC71940; Delph v. Employee Retention Services, LLC – San Diego County Superior Court, Case No. 37-2018-00007885; Romero v. May Trucking Company – U.S. District Court, Central District of California, Case No. 5:17-cv-02166-JGB-SHK; Miranda v. Genex Services, LLC – San Bernardino County Superior Court, Case No. CIVDS1700779; Moore v. Zirx Transportation Services, Inc. – Los Angeles County Superior Court, Case No. CGC-18-566655; Sottile v. Motion Recruitment Partners – Santa Clara County Superior Court, Case No. 18CV321677; Shahbazian v. Fast Auto Loans, Inc. – U.S. District Court, Central District of California, Case No. 2:18-cv-03076-ODW-KS; Salazar v. Johnson & Johnson Consumer Inc. – Los Angeles County Superior Court, Case No. BC702468; Conti v. L’Oreal USA S/D, Inc. – U.S. District Court, Eastern District of California, Fresno, Case No. 1:19-CV-00769-LJO-SKO; Mercado v. Security Industry Specialists, Inc. – Santa Clara County Superior Court, Case No. 17CV320059; Vikili v. Dignity Health – San Francisco County Superior Court, Case No. CGC-18-569456; Bagby v. Swissport SA, LLC – Los Angeles County Superior Court, Case No. BC691058; Henry v. Motion Entertainment Group, LLC – San Francisco County Superior Court, Case No. CGC18565643; Dandoy v. West Coast Convenience, LLC – Alameda County Superior Court, Case No. HG20051121; Lanuza v. AccentCare, Inc. – San Francisco County Superior Court, Case No. CGC-18-565521; Thomas v. Easy Driving School, LLC – San Diego County Superior Court, Case No. 37-2018-00047639-CU-OE-CTL; Erickson v. Erickson – Contra Costa County Superior Court, Case No. MSC18-00307; Martin v. Menzies Aviation (USA) Inc. – San Francisco County Superior Court, Case No. CGC-18-566072; Mortimer v. Healthsouth Bakersfield Rehabilitation Hospital, LLC – Kern County Superior Court, Case No. BCV-18-102761; Alcaraz v. Red Lion Hotels Corporation – San Francisco County Superior Court, Case No. CGC-18-570310; Calhoun v. Total Transportation and Distribution, Inc. – San Diego County Superior Court, Case No. 37-2018-00058681-CU-OE-CTL; Rataul v. Overton Security Services, Inc. – Alameda County Superior Court, Case No. RG18891882; Beltran v. Compass Bank – San Diego County Superior Court, Case No. 37-2019-00024475-CU-OE-CTL; Kirshner v. Touchstone Golf, LLC – San Diego County Superior Court, Case No. 37-2018-00028865-CU-OE-CTL; Pizarro v. The Home Depot, Inc. – U.S. District Court for the Northern District of Georgia-Atlanta Division; Hatanaka v. Restore Rehabilitation, LLC – San Diego County Superior Court, Case No. 37-2018-00034780-CU-OE-CTL; Faria v. Carriage Funeral Holdings, Inc. – Contra Costa County Superior Court, Case No. MSC18-00606; Ontiveros v. Baker Concrete Construction, Inc. – Santa Clara County Superior Court, Case No. 18CV328679; Morales v. Redlands Automotive Services, Inc. – San Bernardino County Superior Court, Case No. CIVDS1807525; Ramirez v. Carefusion Resources, LLC – U.S. District Court, Southern District of California; Amster v. Starbucks Corporation – San Bernardino Superior Court, Case No. CIVDS1922016; Kutzman v. Derrel’s Mini Storage, Inc. – U.S. District, Eastern District of California, Case No. 1:18-cv-00755-AWI-JLT; Marks v. Universal Propulsion Company, Inc. – Solano County Superior Court, Case No. FCS051608; Martinez v. Geil Enterprises,

Inc. – Fresno County Superior Court, Case No. 17CECG01480; Teniente v. Cirrus Asset Management, Inc. – Los Angeles County Superior Court, Case No. 20STCV16302; Blackshear v. California Fine Wine & Spirits LLC – Sacramento County Superior Court, Case No. 34-2018-00245842; Warnick v. Golden Gate America West LLC – Los Angeles County Superior Court, Case No. BC714176; Bennett v. Dnata Aviation USA, Inc. – San Francisco County Superior Court, Case No. CGC-18-566911; George v. PF Stockton Fitness LLC – Sacramento County Superior Court, Case No. 34-2019-00261113-CU-OE-GDS; Oshana v. Farmers and Merchants Bank of Central California – Stanislaus County Superior Court, Case No. CV-19-003427; Vasquez v. Packaging Corporation of America – U.S. District Court, California Central District, Case No. 2:19-cv-01935-PSG-PLA; Palomino v. Zara USA Inc. – Orange County Superior Court, Case No. 30-2018-00992682-CU-OE-CXC; Simmons v. Joe & The Juice LA, LLC – San Francisco County Superior Court; Pacia v. CIM Group, L.P. – Los Angeles County Superior Court, Case No. BC709666; Flores v. Plastic Express – Los Angeles County Superior Court, Case No. BC71971; Madera v. William Warren Properties, Inc. – Orange County Superior Court, Case No. 30-2019-01055704-CU-OE-CXC; Hernandez v. Quality Custom Distribution – Orange County Superior Court, Case No. 30-2018-01010611-CU-OE-CXC; Arango v. Schlumberger Technology Corporation – Orange County Superior Court, Case No. 30-2019-01056839-CU-OE-CXC; Dandoy v. West Coast Convenience, LLC – Alameda County Superior Court, Case No. HG20051121; Ramirez v. J E H Enterprises, Inc. – San Francisco County Superior Court, Case No. CGC-19-574691; Sullen v. First Service Residential California, LLC – San Francisco County Superior Court, Case No. CGC-19-575131; Valentino v. East Bay Tire Co. – Solano County Superior Court, Case No. FCS053067; Murphy v. Rockler Retail Group, Inc. – Sacramento Superior Court, Case No. 34-2019-00251220; Shahbazian v. Onewest Bank – Los Angeles County Superior Court, Case No. 19STCV23722; Bruemmer v. Tempur Retail Stores LLC – Marin County Superior Court, Case No. CIV1803646; Antonios v. Interface Rehab, Inc. – Orange County Superior, Case No. 30-2019-01067547-CU-OE-CXC; Tavallodi v. DC Auto, Inc. – San Bernardino, Case No. CIVDS1833598; Miranda v. The Lloyd Pest Control Co. – San Diego County Superior Court, Case No. 37-2018-00052510-CU-OE-CTL; Soenardi v. Magnussen Imports, Inc. – Santa Clara County Superior Court, Case No. 18CV340003; Thai v. Team Industrial Services, Inc. – Los Angeles County Superior Court, Case No. 19STCV21953; Castillo v. A.J. Kirkwood & Associates, Inc. – Los Angeles County Superior Court, Case No. 19STCV04435; Moss v. Jabil Inc. – Alameda County Superior Court, Case No. HG20050536; Billosillo, Jr. v. Crown Energy Services, Inc. – San Diego County Superior Court, Case No. 37-2018-00058254-CU-OE-CTL; Tarkington v. Freetime, Inc. – San Diego County Superior Court, Case No. 37-2019-00011473-CU-OE-CTL; McIntyre v. J.J.R. Enterprises, Inc. – Sacramento County Superior Court, Case No. 34-2019-00251220; Bucur v. Pharmaca Integrative Pharmacy, Inc. – San Diego County Superior Court, Case No. 37-2019-00009409-CU-OE-CTL; Batin v. McGee Air Services, Inc. – Santa Clara County Superior Court, Case No. 19CV347733; Terry v. McGee Air Services, Inc. – King County Superior Court of Washington, Case No. 19-2-3321-5 KNT; Weiss v. Niznik Behavioral Health Resources, Inc. – San Diego County Superior Court, Case No. 37-2019-00039441-CU-OE-CTL; Cavada v. Inter-Continental Hotels Group, Inc. – U.S. District Court, Southern District of California, Case No. 3:19-cv-01675-GPC-AHG; Lesevic v. Spectraforce Technologies, Inc. – U.S. District Court, Northern District of California, Case No. 5:19-cv-03126-LHK; Mutchler v. Circle K Stores, Inc. – San Diego County Superior Court, Case No. 37-2020-00016331-CU-OE-CTL; Azima v. CSI Medical Group – Santa Clara County Superior Court, Case No. 19CV345450; Porras v. Baypointe Enterprises, LLC – Los Angeles County Superior Court, Case No. 19STCV31015; Mitchell v. Mack Trucking, Inc. – San Bernardino County Superior Court, Case No. CIVDS1928334; Watts v. T.R.L. Systems, Incorporated – Orange County Superior Court, Case No. 30-2019-01102457-CU-OE-CXC; Price v. DMSD Restaurants Inc. – San Diego County Superior Court, Case No. 37-2019-00024062-CU-OE-CTL; Jacobs v. Nortek Security & Control LLC – San Diego County Superior Court, Case No. 37-2019-0019735-CU-OE-CTL; Gonzalez v. Hub International Midwest – San Bernardino County Superior Court, Case No. CIVDS1900463; Cisneros v. Bluepearl California, Inc. – San Mateo Superior Court, Case No. 19-

CIV-05707; Garcia v. Gallagher Basset Services – San Bernardino Superior Court, Case No. CIVDS2004140; Callow v. Adventist Health System/West – Placer County Superior Court, Case No. SCV0043607; Dominguez v. Kimco Facility Services, LLC – Los Angeles County Superior Court, Case No. 19STCV37592; Searles v. Robert Heath Trucking, Inc. – Los Angeles County Superior Court, Case No. 19STCY30808; Rangel v. Pioneer Hi-Bred international, Inc. – Yolo County Superior Court, Case No. CV-19-1797; Ivon v. Sinclair Television of California, Humboldt County Superior Court, Case No. DR190699; Williams v. Henkels & McCoy, Inc. – San Bernardino County Superior Court, Case No. CIVDS2003888; Cano v. Larry Green Chrysler Jeep Dodge, Inc. – Riverside County Superior Court, Case No. BLC1900184; Lopez v. Cepheid – Santa Clara County Superior Court, Case No. 19CV358827; Hernandez v. Quick Dispense, Inc. – Los Angeles County Superior Court, Case No. 19STCV29405; Lopez v. Lacoste USA, Inc. – San Bernardino County Superior Court, Case No. CIVDS1914626; Duhe v. Hospital Couriers Nevada, LLC – Contra Costa County Superior Court, Case No. MSC19-01377; Law v. Sequoia Equities, Incorporated – Contra Costa Superior Court, Case No. C19-01925; Dvorak v. Rockwell Collins, Inc. – San Diego County Superior Court, Case No. 37-2019-00064397-CU-OE-CTL; Noguera v. Metal Container Corporation – Riverside County Superior Court, Case No. RIC2003235; Leon v. Miller Event Management, Inc. – San Luis Obispo Superior Court, Case No. 19CV-0435; Leon v. Miller Event Management, Inc. – San Luis Obispo County Superior Court, Case No. 19CV-0435, Camacho-Bias v. Serve U Brands Inc. – Butte County Superior Court, Case No. 20CV00603; La Pietra v. Entertainment Partners Services, LLC – Los Angeles County Superior Court, Case No. 19STCV39529; Celis v. Theatre Box - San Diego, LLC – San Diego County Superior Court, Case No. ____; Ignacio v. Laboratory Corporation of America – U.S. District Court, California Central District, Case No. 2:19-cv-06079-AB-RAO; Kovnas v. Cahill Contractors LLC – Alameda County Superior Court, Case No. RG19037852; Hersh v. Mrs. Gooch's Natural Food – Los Angeles County Superior Court, Case No. 19STCV10444; Miller v. The Permanente Medical Group – Alameda County Superior Court, Case No. RG19045904; Vasquez v. Autoalert, LLC – Orange County Superior Court, Case No. 30-2019-01114549-CU-OE-CXC; Cavanaugh v. Morton Golf, LLC – Sacramento County Superior Court, Case No. 34-2019-00270176; Coley v. Monroe Operations, LLC – Alameda County Superior Court, Case No. RG20063188; Ramirez v. Sierra Aluminum Company – U.S. District Court, California Central District Court, Case No. 5:20-cv-00417-JGB-KK; Marrero v. Stat Med, P.C. – Alameda County Superior Court, Case No. HG19043214; Enriquez v. Solari Enterprises, Inc. – Los Angeles County Superior Court, Case No. 20STCV11129; Craig v. Hometown Heart – San Francisco County Superior Court, Case No. CGC-20-582454; Lopez v. Hy0Lang Electric California, Inc. – San Diego County Superior Court, Case No. 37-2020-00012543-CU-OE-CTL; Heuklom v. Clara Medical Group, P.C. – San Francisco County Superior Court, Case No. CGC-20-585918; Dominguez v. Lifesafer of Northern California – Monterey County Superior Court, Case No. 20CV002586; Kiseleva v. Totalmed Staffing Inc. – U.S. District Court, California Northern District, Case No. 5:19-cv-06480; Vires v. Sweetgreen, Inc. – Santa Clara County Superior Court, Case No. 20CV365918; Kim v. Wireless Vision, LLC – San Bernardino County Superior Court, Case No. CIVDS2000074; Senoren v. Air Canada Corporation – Los Angeles County Superior Court, Case No. 20STCV13942; Clark v. Quest Diagnostics Incorporated – San Bernardino County Superior Court, Case No. CIVDS2018707; Green v. Shipt, Inc. – Los Angeles County Superior Court, Case No. 20STCV01001; Respass v. The Scion Group LLC – Sacramento County Superior County, Case No. 34-2020-00285265; Jackson v. Decathlon USA LLC – Alameda County Superior Court, Case No. RG2003024; Avacena v. FTG Aerospace Inc. – Los Angeles County Superior Court, Case No. 20STCV28767; Perez v. Butler America, LLC – Los Angeles County Superior Court, Case No. 20STCV20218; Christensen v. Carter's Retail, Inc. – Orange County Superior Court, Case No. 30-2020-01138792-CU-OE-CXC; Astudillo v. Torrance Health Association, Inc. – Los Angeles County Superior Court, Case No. 20STCV18424; Hansen v. Holiday AI Management Sub LLC – Contra Costa County Superior Court, Case No. CIVMSC20-00779; Almahdi v. Vitamin Shoppe Industries Inc – Santa Clara County Superior Court, Case No. 20CV365150; Krisinda v. Loyal Source Government Services LLC – U.S. District Court, California

Southern District, Case No. 3:20-cv-879-LAB-NLS; Ettedgui v. WB Studio Enterprises Inc – U.S. District Court, California Central District, Case No. 2:20-CV-08053-MCS (MAAx); Fernandez v. Nuvision Federal Credit Union – Orange County Superior Court, Case No. 30-2020-01161691-CU-OE-CJC; Aviles v. UPS Supply Chain Solutions, Inc. – Riverside County Superior Court, Case No. RIC2000727; Alcocer v. DSV Solutions, LLC – San Bernardino Superior Court, Case No. CIVDS2010345; Wilson v. Wholesome Harvest Baking, LLC – U.S. District Court, California Northern District, Case No. 4:20-cv-05186-YGR; Gregory v. Verio Healthcare, Inc. – Los Angeles County Superior Court, Case No. 20STCV37254; Rose v. Impact Group, LLC – Orange County Superior Court, Case No. 30-2020-01141107-CU-OE-CXC; Monasterio v. Citibank, N.A. – San Mateo County Superior Court, Case No. 20-CIV-03650; Martinez-Lopez v. Medamerica, Inc. – San Diego County Superior Court, Case No. 37-2020-00034393-CU-OE-CTL; Cox v. PRB Management, LLC – Solano County Superior Court, Case No. FCS055514; Nash v. K. Hovnanian Companies, LLC – Riverside County Superior Court, Case No. RIC2003319; Kyler v. Harbor Freight Tools USA, Inc. – San Diego County Superior Court, Case No. 37-2020-00015828-CU-OE-CTL; Roberts v. Solantic Corporation – Los Angeles County Superior Court, Case No. 20STCV41117; Price v. Mistras Group, Inc. – Los Angeles County Superior Court, Case No. 20STCV22485; Macias v. ABM Electrical & Lighting Solutions, Inc. – San Diego County Superior Court, Case No. 37-2020-00024997-CU-OE-CTL; Basu-Kesselman v. Garuda Labs, Inc. – San Francisco County Superior Court, Case No. CGC-20-585229; Armstrong v. Prometric LLC – Los Angeles County Superior Court, Case No. 20STCV29967; Ashlock v. Advantis Medical Staffing, LLC – San Diego County Superior Court, Case No. 37-2020-00022305-CU-OE-CTL; Wilson v. WXI Global Solutions, LLC – Los Angeles County Superior Court, Case No. 20STCV25007; Gandhale v. Select Rehabilitation, LLC – Monterey County Superior Court, Case No. 20CV002240; Starvoice v. G4S Secure Solutions (USA) Inc. – San Diego County Superior Court, Case No. 37-2020-00029421-CU-OE-CTL; Mbise v. Axlehire, Inc. – Alameda County Superior Court, Case No. RG20067350; Points v. C&J Services, Inc. – Kern County Superior Court, Case No. BCV-20-102483; Marshall v. PHI Air Medical, LLC – Lassen County Superior Court, Case No. 62973; Jauregui v. Cytotec Engineered Materials, Inc. – Orange County Superior Court, Case No. 30-2020-01164932-CU-OE-CXC

EXHIBIT #5

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

2255 CALLE CLARA

LA JOLLA, CALIFORNIA 92037

Web Site: www.bamlawca.com

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Phone: (858) 551-1223

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WRITERS E-MAIL:

Nick@bamlawca.com

WRITERS EXT:

1004

February 19, 2020

CA2008

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

Labor and Workforce Development Agency
Online Filing

Decathlon USA LLC
Certified Mail # 70192280000189178465
2415 3rd Street, Suite 231
San Francisco, CA 94107

Re: Notice Of Violations Of California Labor Code Sections §§ 201, 202, 203, 204, 210, 226(a), 226.7, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 1198.5, 2802, Violation of Applicable Industrial Welfare Commission Wage Order(s), and Pursuant To California Labor Code Section 2699.5.

Dear Sir/Madam:

“Aggrieved Employees” refers to all individuals who are or previously were employed by Defendant Decathlon USA LLC in California and classified as non-exempt employees during the time period of February 19, 2019 until a date as determined by the Court. Our offices represent Plaintiff Jah Jackson (“Plaintiff”), and other Aggrieved Employees in a lawsuit against Defendant Decathlon USA LLC (“Defendant”). Plaintiff was employed by Defendant in California from February of 2019 to October of 2019 as a non-exempt employee entitled to the legally required meal and rest breaks and payment for all time worked under Defendant’s control. Defendant, however, unlawfully failed to record and pay Plaintiff and other Aggrieved Employees for all of their time worked, including minimum and overtime wages, and for all of their missed meal and rest breaks. Plaintiff further contends that Defendant failed to provide accurate wage statements to him, and other Aggrieved Employees, in violation of California Labor Code section 226(a). Additionally, Plaintiff contends that Defendant failed to comply with Industrial Wage Order 7(A)(3) in that Defendant failed to keep time records showing when Plaintiff began and ended each shift and meal period. Said conduct, in addition to the foregoing, as well as the conduct alleged in the incorporated Complaint, violates Labor Code §§ 201, 202, 203, 204, 210, 226(a), 226.7, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 1198.5, 2802, Violation of the applicable Industrial Welfare Commission Wage Order(s), and is therefore actionable under California Labor Code section 2699.3.

A true and correct copy of the Complaint by Plaintiff against Defendant, which (i) identifies the alleged violations, (ii) details the facts and theories which support the alleged violations, (iii) details the specific work performed by Plaintiff, (iii) sets forth the people/entities, dates, classifications, violations, events, and actions which are at issue to the

extent known to Plaintiff, and (iv) sets forth the illegal practices used by Defendant, is attached hereto. This information provides notice to the Labor and Workforce Development Agency of the facts and theories supporting the alleged violations for the agency's reference. Plaintiff therefore incorporates the allegations of the attached Complaint into this letter as if fully set forth herein. If the agency needs any further information, please do not hesitate to ask.

This notice is provided to enable Plaintiff to proceed with the Complaint against Defendant as authorized by California Labor Code section 2699, *et seq.* The filing fee of \$75 is being mailed to the Department of Industrial Relations Accounting unit with an identification of the Plaintiff, the Defendant and the notice. The lawsuit consists of other Aggrieved Employees. As counsel, our intention is to vigorously prosecute the claims as alleged in the Complaint, and to procure civil penalties as provided by the Private Attorney General Statue of 2004 on behalf of Plaintiff and all Aggrieved Employees.

Your earliest response to this notice is appreciated. If you have any questions of concerns, please do not hesitate to contact me at the above number and address.

Respectfully,

/s/ Nicholas J. De Blouw

Nicholas J. De Blouw, Esq.

EXHIBIT #6



3194-C Airport Loop Drive
Costa Mesa, CA 92626
800-779-2104 www.simpluris.com

Estimate #:	14635	Prepared By:	Michael Sutherland
Estimate Date:	3/30/2022	Direct Dial #	321-223-5067
		Email:	ksutherland@simpluris.com

Plaintiff Attorney
Attorney/Client: **Kyle Nordrehaug**
Firm: Blumenthal Nordrehaug & Bhowmik
Email: kyle@bamlawca.com

Defense Attorney
Attorney/Client:
Firm:
Email:

Case Name: Decathlon: Distribution

Capped Fee*	\$3,995
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Terms:

- 1) Capped Fees assume that Simpluris will receive data in a Single Excel file with no substantial change in class size or response rate.
- 2) Case setup and Notification fees to be invoiced prior to mailing.

Total Possible Class Size:	350	Undeliverable Rate:	10%
Response Rate:	N/A	Call Rate:	N/A
Mailing Document Language:	English	Redistribution:	No
Reminder Post Card	N/A	State	Single
Uncashed Funds	Escheat	Tax Reporting Years	Single

Case Setup

Data Compilation - Develop Case Specific Response Tracking - Error Reports			
Category	Unit Value	# of Units	Total
Project Manager - Case Setup	\$125.00	1	\$125.00
Database Manager - Initial Data Analysis	\$140.00	1	\$140.00
Total			\$265.00

Distribution

Account. 4. 1 check to LWDA, 16 checks to our clients for an individual payment and a check to my law firm and a check to my co-counsel			
Print & Mail Checks to Class Members-W-2, 1099's-- File Reports with Appropriate Federal & State Taxing Authorities			
Account Management & Reconciliation			
Category	Unit Value	# of Units	Total
Disbursement Data Preparation	\$140.00	3	\$420.00
Disbursement Manager - Data Validation	\$75.00	1	\$75.00
Setup Banking Account/QSF	\$300.00	1	\$300.00
NCOA Prior to Mailing	\$50.00	1	\$50.00
Print & Mail-Check, 1099 Only, 1/2 Pg. Notice	\$2.00	350	\$700.00
Postage	\$0.58	350	\$203.00
Process Returned Checks	\$0.25	70	\$17.50
Skip Trace Search Undeliverable Checks	\$3.00	70	\$210.00
Postage	\$0.58	70	\$40.60
QSF Account Reconciliation	\$250.00	1	\$250.00
Individual Federal/State Tax Reporting	\$250.00	1	\$250.00
QSF Reporting/Declaration	\$300.00	1	\$300.00
QSF Annual Tax Preparation Fee	\$750.00	1	\$750.00
Reissuing Checks/Mailing	\$5.00	5	\$26.25
Postage	\$0.58	5	\$3.05
Escheat Management	\$250.00	1	\$250.00
Disbursement Manager	\$125.00	1	\$125.00
Total			\$3,970.40



3194-C Airport Loop Drive
Costa Mesa, CA 92626
800-779-2104 www.simpluris.com

Class Action Settlement Administration

Case Wrap Up

Send Final Reports to Counsel			
Category	Unit Value	# of Units	Total
Data Manager-Final Reporting	\$125.00	0	\$0.00
Clerical-Clean Up Any Misc	\$50.00	0	\$0.00
Project Manager-Wrap-up Final Issues	\$125.00	0	\$0.00
Total			\$0.00

Total Case Costs	\$4,235.40
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Postage	\$203.00
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All administration services to be provided by Simpluris to Client, are provided subject to the following terms and conditions:

1. **Services.** Simpluris agrees to provide Client those services set forth in the Bid (the "Services") to which these terms and conditions are attached and which has been provided to Client. As compensation for such Services, Client agrees to pay the fees for Services outlined in the Bid. However, Client such fees for Services are estimated based on the requirements provided by Client and actual fees charged by Simpluris may be greater or less than such estimate and Client will be responsible for the payment of all such fees.
2. **Billing and Payment.** Simpluris will invoice Client on a regular basis unless a specific timeframe is otherwise set forth in the Bid. Client shall pay all invoices within 30 days of receipt. Amounts unpaid after thirty (30) days are subject to a service charge at the rate of 1.5% per month or, if less, the highest rate permitted by law. Services are not provided on a contingency basis and Client shall remain liable to Simpluris for all fees for the Services, regardless of any court decisions, and/or actions by the parties, including disapproval or withdrawal of a settlement.
3. **Retention of Documents.** Unless directed otherwise in writing by the Client, Simpluris will destroy all undeliverable mail (except for undeliverable checks) on the date that it is processed and retained in Simpluris' system. Simpluris will maintain records to establish that the subject mail is undeliverable. Simpluris will retain undeliverable checks until the Qualified Settlement Fund is closed. Simpluris will also retain all other class member and putative class member correspondence (including without limitation, claims forms and opt out forms) for one year after final distribution of funds or benefits, or until the date that the disposition of the case is no longer subject to appeal or review, whichever is later. Lastly, Simpluris will retain bank & tax documents for such period of time as it determines is required to maintain compliance with various federal and state requirements.
4. **Limitation of Liability; Disclaimer of Warranties.** Simpluris warrants that it will perform the Services diligently, with competence and reasonable care. Simpluris' only obligation will be to correct any non-conformance with the foregoing warranty. In no event will Simpluris be liable for any lost profits/opportunities, business interruption or delay or, special, consequential, or incidental damages incurred by Client relating to the performance of the Services, regardless of whether Client's claim is for breach of contract, tort (including negligence and strict liability) or otherwise. Under no circumstances will Simpluris be liable to Client for any claims, losses, costs, penalties, fines, judgment or damages, including court costs and reasonable attorney's fees (collectively, "Losses"), whether direct or indirect, arising out of, related to, or in connection with Services in an amount in excess of the total fees charged or chargeable to Client for the particular portion of the Services affected by Simpluris' omission or error. THE WARRANTIES SET FORTH IN THIS SECTION ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE.
5. **Force Majeure.** To the extent performance by Simpluris of any of its obligations hereunder is substantially prevented by reason of any act of God or because of any other matter beyond Simpluris' reasonable control, then such performance shall be excused and this Agreement, at Simpluris' option, be deemed suspended during the continuation of such condition and for a reasonable time thereafter.
6. **Rights in Data.** Client agrees that it will not obtain, nor does Simpluris convey, any rights of ownership in the programs, system data, or materials provided or used by Simpluris in the performance of the Services.
7. **Electronic Communications.** During the provision of the Services the parties may wish to communicate electronically with each other at a business e-mail address. However, the electronic transmission of information cannot be guaranteed to be secure or error free and such information could be intercepted, corrupted, lost, destroyed, arrive late or incomplete or otherwise be adversely affected or unsafe to use. Accordingly, each party agrees to use commercially reasonable procedures to check for the then most commonly known viruses and to check the integrity of data before sending information to the other electronically, but each party recognizes that such procedures cannot be a guarantee that transmissions will be virus free. It remains the responsibility of the party receiving an electronic communication from the other to carry out a virus check on any attachments before launching any documents whether received on disk or otherwise.
8. **Notice.** Any notice required or permitted hereunder shall be in writing and shall be delivered personally, by, or sent by registered mail, postage prepaid, or overnight courier and shall be deemed given when so delivered personally, or, if mailed, five days after the date of deposit in United States mail, or, if sent by courier, one business day after delivery to such courier service. Notice should be addressed to an officer or principal of Client and Simpluris, as the case may be.
9. **Waiver.** Failure or delay on the part of a party to exercise any right, power or privilege hereunder shall not operate as a waiver thereof or any of other subject, right, power or privilege.
10. **Termination.** Client may terminate the Services at anytime upon 30 days prior written notice to Simpluris. Termination of Services shall in no event relieve Client of its obligation make any payments due and payable to Simpluris in respect of Services rendered up to the effective date of Termination. Simpluris may terminate this Agreement (i) for any reason upon no less than 90 days prior written notice to the Client; or (ii) upon 15 calendar days' prior written notice, if the Client is not current in payment of fees.
11. **Jurisdiction.** The parties hereto irrevocably and unconditionally submit to the jurisdiction of the Court of the applicable case for purposes of any suit, action or proceeding to enforce any provision of, or based on any right arising out of, this Agreement. The parties hereto hereby irrevocably and unconditionally waive any objection to the laying of venue of any such suit, action or proceeding in such Court.
12. **Survival.** Any remedies for breach of this Agreement, this Section and the following Sections will survive any expiration or termination of this Agreement: Section 4 - Limitation of Liability; Disclaimer of Warranties, Section 6 – Rights in Data, and Section 12- Jurisdiction, 14 -Confidentiality, and Section 15 – Indemnification.
13. **Entire Agreement.** These Terms and Conditions and the proposal embody the entire agreement between the parties with respect to the subject matter hereof, and cancels and supersedes all prior negotiations, representations, and agreements related thereto, either written or oral, except to the extent they are expressly incorporated herein. No changes in, additions to, or waivers of, the terms and conditions set forth herein will be binding upon any party, unless approved in writing by such party's authorized representative.
14. **Confidentiality.** Simpluris maintains reasonable and appropriate safeguards to protect the confidentiality and security of data provided by Client to Simpluris in connection with the Services. If, pursuant to a court order or other proceeding, a third party requests that Simpluris to disclose any confidential data provided by or for Client, Simpluris will promptly notify the Client unless prohibited by applicable law. Client will then have the option to provide Simpluris with qualified legal representation at Client's expense to defend against such request. If, pursuant to a court order, Simpluris is required to disclose data, produce documents, or otherwise act in contravention of the obligation to maintain confidentiality set forth in these terms and conditions, Simpluris will not be liable for breach of said obligation.
15. **Indemnification.** Client will indemnify and hold Simpluris (and the officers, employees, affiliates and agents harmless against any Losses incurred by Simpluris, arising out of, in connection with, or related to (i) any breach of the terms by Client; (ii) the processing and handling of any payment by Simpluris in accordance with Client's instructions, including without limitation, the imposition of any stop payment or void payment on any check or the wrongful dishonor of a check by Simpluris pursuant to Client's instructions.
16. **Severability.** If any term or condition or provisions of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
17. **Database Administration.** Simpluris' database administration for Client assumes that Client will provide complete data that includes all information required to send notifications and calculate and mail settlement payments. Data must be provided in a complete, consistent, standardized electronic format. Simpluris' standardized format is Microsoft Excel, however, Simpluris may accept other formats at its discretion. Further developments or enhancements to non-standardized data will be billed to Client by Simpluris on a time and materials basis according to Simpluris' Standard Rates.

Simpluris Security Summary – White Paper

Simpluris is committed to the security and overall protection of not only our data and information but our client's data and information, as well. As a demonstration of our commitment, we maintain SOC 2 Certification which requires strict adherence to policies and procedures surrounding information security, including processing and storage of confidential customer data. Simpluris supports a comprehensive, written Information Security Program that complies with all applicable laws and regulations (e.g. HIPAA, Gramm-Leach-Bliley Act, MA 201 CMR 17.00) and is designed to (a) ensure the security, privacy and confidentiality of Client and Class Member Information, (b) protect against any reasonably anticipated threats or hazards to the security or integrity of Client or Class Member Information, and (c) protect against unauthorized access to, use, deletion, or modification of Class Member Information. Simpluris has designated specific employees to be responsible for the administration of its Information Security Program. Also, Simpluris regularly and routinely monitors, tests, and updates our Information Security Program.

Simpluris uses Client and Class Member Information only for the purposes for which its' clients provide it, as described in any Agreements or Court Orders governing the provision of Simpluris' services in any particular case. Simpluris maintains a process for identifying, assessing, and mitigating the risks to Class Member Information in each relevant area of Simpluris' operations. At Simpluris, we continuously evaluate the effectiveness of the safeguards for controlling these risks to data and bank accounts. Simpluris restricts access to Class Member Information only to those employees, agents, or subcontractors who need to know the information to perform their jobs. Simpluris performs background checks of all its employees that will have access to Sensitive Personal Information, including a review of their references, employment eligibility, education, and criminal history to ensure they do not pose a risk to the security of Client or Class Member Information.

Simpluris adheres to the following industry best practices to safeguard its systems which process, store or transmit Client and Class Member Information:

- Identity and Access Management;
- Complex passwords are routinely and regularly changed;
- Role-based access control systems to limit individual employee access to network applications and systems based on their particular job role and function;
- Data Loss Prevention and Intrusion Prevention System software at multiple layers to prevent from internal and external threats of data leaks, malicious activity, and policy violations
- Encryption of Class Member Information if transmitted over public or wireless networks (e.g., via email, FTP, the Internet, etc.);
- Implementation of a Secure File Transfer system (using SSL encryption) for transmitting documents back and forth to clients;
- Encryption of servers, portable media, laptops, desktops, smartphones, mobile devices, and new technologies that store Class Member Information;
- Complex password authentication for remote access to Company's networks;
- Upon hire and annually after that, training of all employees with access to Class Member Information, (including any agents, and subcontractors with access to Class Member Information) about their obligations to implement the Information Security Program;
- Strict disciplinary measures for employees who violate the Information Security Program;
- Preventing terminated employees from accessing Class Member Information;
- Appropriately configured and updated firewall, antivirus, and spyware software;
- Prompt application of vendor-recommended security patches and updates to systems and other applications to avoid any adverse impact on Class Member Information;
- Separation of Duties;
- Infrastructure and Physical Security;
- Business Continuity Planning;
- Disaster Recovery Planning

EXHIBIT #7

**BLUMENTHAL NORDREHAUG BHOWMIK
DE BLOUW LLP**

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Website: www.bamlawca.com

Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF ALAMEDA

JAH JACKSON, an individual, on behalf of
himself and on behalf of all persons similarly
situated,

Plaintiff,

vs.

DECATHLON USA LLC, a Limited Liability
Company; and DOES 1 through 50, inclusive,

Defendants.

Case No. RG20073024

PROOF OF SERVICE

Hearing Date: November 29, 2022

Hearing Time: 10:00 a.m.

Reservation ID: 987680009377

Judge: Hon. Evelio Grillo

Dept.: 21

Trial Date: Not Set

Action Filed: August 31, 2020

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF SAN DIEGO

I, Kyle Nordrehaug am a citizen of the United States and a resident of the State of California. I am employed in the County of San Diego, State of California. I am over the age of 18 and not a party to the within action. My business address is 2255 Calle Clara, La Jolla, California 92037. On October 31, 2022, I served the document(s) described as:

1. **NOTICE OF MOTION AND MOTION TO APPROVE PAGA SETTLEMENT; and, MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF MOTION**
2. **DECLARATION OF KYLE NORDREHAUG IN SUPPORT OF MOTION TO APPROVE PAGA SETTLEMENT**
3. **[PROPOSED] ORDER APPROVING PAGA SETTLEMENT AND JUDGMENT**

X (BY ELECTRONIC SERVICE): I provided the documents referenced above electronically via electronic mail (e-mail) to counsel for Defendant at the following e-mail address(es):

Mintz
Micha "Mitch" Danzig
Email: Mdanzig@mintz.com
Paul Huston
Email: PMHuston@mintz.com
Audrey Nguyen
Email: Anguyen@mintz.com
3580 Carmel Mountain Road, Suite 300
San Diego, CA 92130

X (ONLINE TO THE LWDA): I caused the above-described document to be delivered to the Labor Workforce Development Agency via online process at the PAGA Filing website in accordance with the procedure imposed by the LWDA.

X (State): I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on October 31, 2022, at San Diego, California.

/s/ Kyle Nordrehaug
Kyle Nordrehaug