

**BLUMENTHAL NORDREHAUG BHOWMIK
DE BLOUW LLP**

Norman B. Blumenthal (State Bar #068687)
Kyle R. Nordrehaug (State Bar #205975)
Aparajit Bhowmik (State Bar #248066)
2255 Calle Clara
La Jolla, CA 92037
Telephone: (858) 551-1223
Facsimile: (858) 551-1232
Email: Kyle@bamlawca.com
Website: www.bamlawca.com

Attorneys for Plaintiffs

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF SAN MATEO**

**TRADER JOE'S WAGE AND HOUR
CASES**

Coordination Proceeding Special Title (CRC
Rule 3.550)

Included Actions:

Bartlett, et al v. Trader Joe's Company,
San Francisco County Superior Court, **Case**
No. CGC-20-588293

Bartlett, et al. v. Trader Joe's Company,
San Francisco County Superior Court, **Case**
No. CGC-21-589761

Silicani, et al. v. Trader Joe's Company, San
Mateo County Superior Court, **Case No.**
20CIV00668

CASE NO.: **JCCP 5196**

**DECLARATION OF KYLE NORDREHAUG
IN SUPPORT OF MOTION FOR
PRELIMINARY APPROVAL OF CLASS
SETTLEMENT**

Hearing Date: March 12, 2026
Hearing Time: 3:00 p.m.

Judge: Hon. Mark McCannon
Dept: 2

Date Filed: December 4, 2020
Trial Date: Not set

1 I, Kyle Nordrehaug, declare as follows:

2 1. I am a partner of the law firm of Blumenthal Nordrehaug Bhowmik De Blouw LLP,
3 counsel for Plaintiffs Gregory Bartlett, Cassandra Vaglienty, Carla Cobian, Randy Meirose,
4 Antonio Arzate, and Shannon Lash (“Plaintiffs”) in this matter. As such, I am fully familiar with
5 the facts, pleadings and history of this matter. The following facts are within my own personal
6 knowledge, and if called as a witness, I could testify competently to the matters stated herein.

7 2. This declaration is being submitted in support of Plaintiffs’ unopposed motion for
8 preliminary approval of the proposed class action settlement with Defendant Trader Joe’s Company
9 (“Defendant”), which motion seeks entry of an order: (1) preliminarily approving the proposed
10 settlement of this class action with Defendant; (2) for settlement purposes only, conditionally
11 certifying the Class, which is comprised of “all individuals who are or previously were employed by
12 Defendant in the State of California as non-exempt Crew, Merchants, or Mates at any time during
13 the Class Period”, which is December 4, 2016 to March 31, 2024; (3) provisionally appointing
14 Plaintiffs as the representatives of the Class; (4) provisionally appointing Blumenthal Nordrehaug
15 Bhowmik De Blouw LLP and Capstone Law APC as Class Counsel; (5) approving the form and
16 method for providing class-wide notice; (6) directing that notice of the proposed settlement be
17 given to the Class; (7) appointing Apex Class Action LLC as the Administrator, and (8) scheduling
18 a final approval hearing date, proposed for August 13, 2026, to consider Plaintiffs’ motion for final
19 approval of the settlement and for approval of attorneys’ fees, expenses and the service awards.
20 Attached hereto as Exhibit #1 is a copy of the fully executed Class Action and PAGA Settlement
21 Agreement and Release (“Agreement”) along with exhibits thereto. The capitalized terms in this
22 Declaration have defined meanings that are set out in detail in the Agreement, and all defined terms
23 shall have the same meaning as set forth in the Agreement and are incorporated herein.

24
25 Fairness of Settlement

26 3. As consideration for this Settlement, the non-reversionary Gross Settlement Amount
27 of Twelve Million Four Hundred Seventy Thousand Dollars (\$12,470,000) (the “Gross Settlement
28 Amount”) is to be paid by Defendant, as set forth in the Agreement. The Gross Settlement Amount

1 will settle all issues pending in the Action between the Parties (Plaintiffs, Participating Class
2 Members, and the PAGA Members) and will be made in full and final settlement of the Released
3 Class Claims and Released PAGA Claims in exchange for the payments to Participating Class
4 Members and PAGA Members, and includes (a) the costs of administration of the settlement, (b) all
5 attorneys' fees and costs, (c) Class Representative Service Payments, and (d) the First PAGA
6 Payment the Second PAGA Payment, both to be allocated 75% to the LWDA and 25% to the
7 PAGA Members. (Agreement at ¶ I(G).) The following is a table of the key Settlement terms and
8 the proposed deductions:

9 **\$12,470,000** (Gross Settlement Amount)

- 10 - \$60,000 (Plaintiffs' proposed service awards - not to exceed \$10,000 each)
- 11 - \$200,000 (Class Counsel Litigation Expenses Payment - not to exceed amount)
- 12 - \$4,156,666.67 (Class Counsel Fees Payment - not to exceed 1/3 of settlement)
- 13 - \$710,000 (PAGA Payments - 75% to LWDA / 25% to PAGA Members)
- 14 - \$200,000 (Settlement Administration Expenses - not to exceed amount)

15 **\$7,143,333.33** (Net Settlement Amount)

16 4. The relief provided in the Settlement will benefit all members of the Class. The
17 Settlement does not grant preferential treatment to Plaintiffs or segments of the Class in any way.
18 Payments to the Class Members are all determined under a neutral methodology. Each
19 Participating Class Member will receive the same opportunity to participate in and receive payment
20 through a neutral formula that is based upon the Workweeks for that individual.

21 5. On September 5, 2025, the Parties participated in an all-day mediation with Jeffrey
22 Fuchsman, a respected and experienced mediator of wage and hour class actions. In preparation for
23 the mediation, Defendant provided Class Counsel with payroll and employment data, along with
24 other information regarding the Class Members, various internal documents and policies, and other
25 compensation and employment-related materials. Class Counsel analyzed the data with the
26 assistance of damages expert Berger Consulting and prepared and submitted a mediation brief to the
27 mediator. The final settlement terms were negotiated and set forth in the Agreement now presented
28

1 for this Court's approval. Importantly, Plaintiffs and Class Counsel believe that this Settlement is
2 fair, reasonable and adequate.

3 6. Based upon 50,132 Class Members who worked an estimated 6,224,264 Workweeks,
4 the Gross Settlement Amount provides an estimated average value of \$239.36 per Class Member
5 and \$1.92 per workweek and after deductions the Net Settlement Amount provides an estimated
6 average recovery of \$142.49 per Class Member and a recovery of \$1.14 per workweek, assuming
7 100% participation in the Settlement. The calculations to compensate for the amount due for the
8 Class at the time of the mediation were calculated by Desmond, Marcello & Amster (DM&A),
9 Plaintiffs' damage expert. As to the Class whose claims are at issue in this Action, Plaintiffs used
10 the expert to analyze the data and determine the potential unpaid wages for the employees. The
11 maximum potential damages were calculated to be \$3,266,640 for the alleged unpaid wages as a
12 result of rounding practices, \$365,976 for the alleged unpaid wages due to the miscalculation of the
13 regular rate, \$3,672,476 for alleged meal period damages based upon a 1% potential violation rate,
14 \$3,672,476 for alleged rest period damages based upon the same 1% potential violation rate. As a
15 result, the total damage valuation was calculated such that Defendant was subject to a maximum
16 damage claim in the amount of \$10,977,568. As to potential penalties, Plaintiffs calculated that
17 potential waiting time penalties were a maximum range of between \$5,085,907 and \$54,829,296,
18 depending on the predicate violation, and potential maximum wage statement penalties were
19 \$39,592,950.¹ Defendant vigorously disputed Plaintiffs' calculations and exposure theories.
20 Consequently, the Gross Settlement Amount of \$12,470,000 represents more than the maximum
21 value of the alleged damages at issue in this case at the time this Settlement was negotiated.² As to
22

23 ¹ While Plaintiffs alleged claims for statutory penalties pursuant to Labor Code Sections 203
24 and 226, at mediation Plaintiffs recognized that these claims were subject to additional, separate
25 defenses asserted by Defendant, including, a good faith dispute defense as to whether any premium
26 wages for meal or rest periods or other wages were owed given Defendant's position that Plaintiffs
27 and Class Members were properly compensated. *See Nordstrom Commission Cases*, 186 Cal. App.
28 4th 576, 584 (2010) ("There is no willful failure to pay wages if the employer and employee have a
good faith dispute as to whether and when the wages were due.").

² Because the PAGA claim is not a class claim and primarily is paid to the State of California,
Plaintiff has not included the PAGA claim in this discussion of the value of the class claims. The

1 the damage claims, there was a change in practices by Defendant in 2021 which ameliorated the
2 claimed damages by ending the rounding and instituting an attestation procedure for meal periods
3 and rest breaks. Importantly, the recent decision that good faith belief of compliance by the
4 employer in *Naranjo v. Spectrum Sec. Servs., Inc.*, 15 Cal. 5th 1056, 1065 (2024), could completely
5 negate the claims for waiting time and wage statement penalties, even if wages were found to be
6 owed to the Class. The above maximum calculations should then be realistically risk-adjusted in
7 consideration for both the risk of class certification and the risk of establishing class-wide liability
8 on all claims. Given the amount of the settlement as compared to the potential value of claims in
9 this case and the defenses asserted by Defendant, this settlement is fair and reasonable.

10
11 Procedural History of the Litigation

12 7. On December 3, 2020, Plaintiffs Cassandra Vaglienty and Gregory Bartlett filed
13 with the LWDA and served on Defendant a notice under Labor Code section 2699.3 identifying the
14 alleged Labor Code violations to recover civil penalties on behalf of Aggrieved Employees for
15 various violations, including Labor Code §§ 201, 202, 203, 204 et seq., 210, 226(a), 226.7, 351,
16 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8,
17 Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 11070(14)
18 (Failure to Provide Seating), and Violation of the applicable Industrial Welfare Commission Wage
19 Order(s). On February 25, 2021, Plaintiffs Gregory Bartlett and Cassandra Vaglienty filed with the
20 LWDA and served on Defendant an amended notice under Labor Code section 2699.3 identifying
21 the alleged Labor Code violations to recover civil penalties on behalf of Aggrieved Employees for
22 various Labor Code violations. Collectively, these notices are referred to as the “PAGA Notices”
23 and are attached hereto as Exhibit #3 for the Court’s reference.

24 8. The Action:

25 A. **Bartlett I** - On December 4, 2020, Plaintiffs Cassandra Vaglienty and
26 Gregory Bartlett filed a class action Complaint against Defendant in the
27 _____

28 PAGA claim is addressed below at ¶33.

1 Superior Court of the State of California, County of San Francisco, case no.
2 CGC-20-588293 ("Bartlett I"). The Class Action asserted class claims
3 against Defendant for: (1) unfair competition in violation of Cal. Bus & Prof.
4 Code §§ 17200, et seq.; (2) failure to pay overtime wages in violation of
5 California Labor Code §§ 510, 1194 & 1198; (3) failure to pay minimum
6 wages in violation of California Labor Code §§ 1194, 1197, and 1197.1; (4)
7 failure to provide required meal periods in violation of Cal. Labor Code §§
8 226.7 and 512; (5) failure to provide required rest periods in violation of Cal.
9 Labor Code §§ 226.7 and 512; (6) failure to provide accurate itemized wage
10 statements in violation of California Labor Code § 226; (7) failure to
11 reimburse employees for required expenses in violation of California Labor
12 Code § 2802; and, (8) failure to provide wages when due in violation of
13 California Labor Code §§ 201, 202 and 203.

14 B. **Bartlett II** - On February 16, 2021, Plaintiffs Cassandra Vaglienty and
15 Gregory Bartlett filed a separate representative action complaint against
16 Defendant in the Superior Court of the State of California, County of Santa
17 Clara, case no. CGC-21-589761, asserting a single cause of action brought
18 pursuant to the Private Attorney General Act, Cal. Labor Code §§ 2698, et
19 seq. ("Bartlett II"), seeking civil penalties for violations under PAGA
20 predicated on the exact same violations alleged in Bartlett I. On April 9,
21 2024, Plaintiff Jacobs filed a First Amended Complaint in the Action adding
22 a single cause of action seeking PAGA penalties.

23 C. **Silicani and Plaintiffs Meirose and Arzate** - On June 25, 2021, plaintiffs
24 Randy Meirose and Antonio Arzate were added as named plaintiffs in
25 Silicani, a representative action against Defendant, pending in the San Mateo
26 County Superior Court as Case No. 20CIV00668. Meirose and Arzate
27 asserted various individual and PAGA claims against Defendant for unpaid
28 overtime, unpaid minimum wages, the failure to provide compliant meal

1 periods, the failure to provide compliant rest periods, non-compliant wage
2 statements, the failure to timely pay wages during employment and upon
3 termination, and the failure to provide written notice of the material terms of
4 employment.

5 D. **Coordinated Action** - On November 30, 2021, the Court granted Trader
6 Joe's petition to coordinate Bartlett I, Bartlett II, and Silicani for all purposes,
7 designated as Judicial Council Coordination Proceedings No. JCCP 5196,
8 pending in the Superior Court of the State of California for the County of San
9 Mateo (the "Coordinated Action").

10 E. **Second Amended Complaint** - On February 27, 2024, through an amended
11 complaint, Carla Cobian was added as a named plaintiff and this Second
12 Amended Complaint also added a class claim against Defendant for the
13 failure to pay sick pay wages in Bartlett I.

14 F. **Class Certification** - On June 13, 2025, the Court entered an order granting
15 in part and denying in part Plaintiffs' motion for class certification.
16 Specifically, the court certified (i) a rounding class, consisting of all
17 non-exempt hourly employees who worked for Defendant in California
18 between December 4, 2016 and May 1, 2021; (ii) a regular rate class,
19 consisting of all non-exempt, hourly paid employees known as "Crew,"
20 "Merchants," and "Mates" who worked for Defendant in California between
21 March 1, 2020 and May 1, 2021 and who were paid "Thank You" pay during
22 the same workweek that they were paid Absence Reserve, Comp Absence, or
23 overtime pay; (iii) a derivative wage statement subclass, consisting of all
24 non-exempt Crew, Merchants, and Mates who worked for Defendant in its
25 California stores between December 4, 2019 and May 1, 2021 and who
26 received at least one wage statement; and (iv) a derivative waiting time
27 subclass, consisting of all non-exempt Crew, Merchants, and Mates who
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1 worked for Defendant in its California stores between December 4, 2017 and
2 May 1, 2021 and whose employment ended.

3 9. **Operative Complaint** - On January 23, 2026, Plaintiffs filed a Fourth Amended
4 Class Action Complaint to add plaintiff Shannon Lash as a named plaintiff in Bartlett I. Bartlett I,
5 Bartlett II, and Silicani are based on allegations that Defendant: (1) Violated California Business
6 and Professions Code § 17200 et seq.; (2) Failed to pay overtime wages in violation of California
7 Labor Code §§ 510 & 1198; (3) Failed to pay minimum wages in violation of California Labor
8 Code §§ 1182.12, 1194, 1197, 1197.1, & 1198; (4) Failed to provide compliant meal periods in
9 violation of California Labor Code §§ 226.7, 512, 516, & 1198 and the applicable IWC Wage
10 Order; (5) Failed to provide compliant rest periods in violation of California Labor Code §§ 226.7,
11 512, 516, & 1198 and the applicable IWC Wage Order; (6) Failed to provide accurate itemized
12 wage statements and failed to maintain payroll records in violation of California Labor Code §§
13 226, 1174(d), & 1198; (7) Failed to reimburse employees for necessary business-related expenses
14 and costs in violation of California Labor Code § 2802; (8) Failed to provide wages when due in
15 violation of California Labor Code §§ 201-204, 233, 246, & 248.5; (9) Failed to pay sick pay wages
16 in violation of California Labor Code §§ 201-203, 233, & 246; (10) Constructively discharged
17 Cobian in violation of public policy; and, (11) Violated the Private Attorney General Act, Cal.
18 Labor Code §§ 2698, et seq. ("PAGA"). The Fourth Amended Class Action Complaint in Bartlett I
19 and First Amended Complaint in Silicani are the operative complaint in the Action (the "Operative
20 Complaint").

21 10. Over the course of litigation, the Parties engaged in the investigation of the claims,
22 including significant formal and informal discovery, more than ten depositions, multiple IDCs and
23 motions to compel, and the production of documents, class data, and other information, allowing for
24 the full and complete analysis of liabilities and defenses to the claims in the Action. The
25 information for mediation obtained by Plaintiffs included: (1) data concerning the class; (2) 10%
26 sampling of payroll and time data for the Class; (3) Defendant's wage and hour policies; (4) the
27 employment files for the Plaintiffs; and, (5) samples of wage statements provided by Defendant. As
28

1 such, Class Counsel received the data and information for the Class, which was sufficient for
2 Plaintiffs' expert to prepare the valuations of the claims for the Class.

3 11. Class Counsel has extensive experience in litigating wage and hour class actions in
4 California. The Parties have thoroughly litigated the Action since inception. During the course of
5 litigation, the Parties each performed analysis of the merits and value of the claims. Plaintiffs and
6 Defendant have engaged in significant research and investigation in connection with the Action. At
7 the time the Settlement was reached, the contested motion for class certification had been briefed
8 and decided, nearly all discovery had been completed, and the Parties were actively preparing the
9 Action for trial. Class Counsel has thoroughly analyzed the value of the claims during the
10 prosecution of this Action and utilized an expert (DM&A) to perform an analysis of the data and
11 valuation of the claims.

12 12. Plaintiffs and Defendant agreed to discuss resolution of the Action through a
13 mediation. Prior to mediation, the Parties engaged in the above investigation and the exchange of
14 documents and information in connection with the Action. On September 5, 2025, the Parties
15 participated in an all-day mediation presided over by Jeffrey Fuchsman, a respected and
16 experienced mediator of wage and hour class actions. Following the mediation, the Parties agreed
17 to settle the Action based upon a mediator's proposal which was memorialized in the form of a
18 Memorandum of Understanding. The Parties then negotiated the final terms of the settlement as set
19 forth in the Agreement. At all times, the negotiations were arm's length and contentious.

20 13. Although a settlement has been reached, Defendant denies any liability or
21 wrongdoing of any kind associated with the claims alleged in the Action and further denies that, for
22 any purpose other than settlement, the Action is appropriate for class and/or representative
23 treatment. Defendant contends, among other things, that it has complied at all times with the
24 California Labor Code, applicable Wage Order, and all other laws and regulations. Further,
25 Defendant contends that class certification is inappropriate for any reason other than for settlement.
26 Plaintiffs contend that Defendant violated California wage and hour laws. Plaintiffs further contend
27 that the Action is appropriate for class certification on the basis that the claims meet the requisites
28 for class certification. Without admitting that class certification is proper, Defendant has stipulated

1 that the above Class may be certified for settlement purposes only. (Agreement at ¶ II(A).) The
2 Parties agree that certification for settlement purposes is not an admission that class certification is
3 proper. Further, the Agreement is not admissible in this or any other proceeding as evidence that
4 the Class could be certified absent a settlement. Solely for purposes of settling the Action, the
5 Parties stipulate and agree that the requisites for establishing class certification with respect to the
6 Class are satisfied.

7 14. Class Counsel has conducted an investigation into the facts of the class action.
8 Significant formal discovery was obtained, along with additional informal discovery for mediation,
9 which included the production of relevant documents and data. Class Counsel engaged in a
10 thorough review and analysis of the relevant documents and data with the assistance of an expert.
11 Accordingly, the agreement to settle did not occur until Class Counsel possessed sufficient
12 information to make an informed judgment regarding the likelihood of success on the merits and the
13 results that could be obtained through further litigation. In addition, Class Counsel previously
14 negotiated settlements with other employers in actions involving nearly identical issues and
15 analogous defenses. Based on the foregoing data and their own independent investigation,
16 evaluation and experience, Class Counsel believes that the settlement with Defendant on the terms
17 set forth in the Agreement is fair, reasonable, and adequate and is in the best interest of the Class in
18 light of all known facts and circumstances, including the risk of significant delay, defenses asserted
19 by Defendant, and potential appellate issues.

20 21 Settlement Terms and Plan of Allocation

22 15. The Gross Settlement Amount is Twelve Million Four Hundred Seventy Thousand
23 Dollars (\$12,470,000). (Agreement at ¶ III(A).) Under the Settlement, the Gross Settlement
24 Amount consists of the following elements: (1) payment of the Individual Class Payments to the
25 Participating Class Members; (2) Class Counsel Fees Payment and Class Counsel Litigation
26 Expenses Payment; (3) Settlement Administration Expenses; (4) the Class Representative Service
27 Payments to the Plaintiffs; and (5) the First PAGA Payment and the Second PAGA Payment.
28 (Agreement at ¶ III(B).) The Gross Settlement Amount does not include Defendant's share of

1 payroll taxes. (Agreement at ¶ I(G), III(A).) The Gross Settlement Amount shall be all-in with no
2 reversion to Defendant. (Id.)

3 16. Defendant shall fund the Gross Settlement Amount and the amount necessary to pay
4 Defendant's share of payroll taxes within fourteen (14) days of the Effective Date. Within fourteen
5 (14) days after Defendant funds the Gross Settlement Amount, the Settlement Administrator will
6 make payment of all Settlement Shares to Participating Class Members, as well as payment of
7 Settlement Administration Expenses, the Class Counsel Fees Payment, the Class Counsel Litigation
8 Expenses Payment, the Class Representative Service Payments and the PAGA Payment in
9 accordance with this Agreement. (Agreement at ¶ III(E)(13).)

10 17. The amount remaining in the Gross Settlement Amount after the deduction of
11 Court-approved amounts for Individual PAGA Payments, the LWDA PAGA Payment, the Class
12 Representative Service Payment, the Class Counsel Fees Payment, the Class Counsel Litigation
13 Expenses Payment, and the Administration Expenses Payment (called the "Net Settlement
14 Amount") shall be allocated to Class Members as their Settlement Shares. (Agreement at ¶¶ I(T)
15 and III(C).) From the Net Settlement Amount, the Settlement Share for each Participating Class
16 Member will be calculated as follows: (i) Defendant shall provide the Settlement Administrator
17 with the Workweeks worked for all Class Members during the Class Period; (ii) for all Class
18 Members who worked as Mates during the Class Period, the Settlement Administrator will multiply
19 the Workweeks worked by a multiplier of two (2) to determine the Workweeks worked for Mates
20 for purposes of this Settlement; (iii) the Settlement Administrator will then divide the Workweeks
21 worked by a Class Member during the Class Period by the aggregate total Workweeks worked by
22 all Class Members during the Class Period to determine each Class Member's proportional share
23 (the "Pro Rata Share"); and (iv) the Settlement Administrator shall then take each Class Member's
24 Pro Rata Share and multiply it by the Net Settlement Amount to calculate their Settlement Share.
25 (Agreement at ¶ III(C)(1).) Workweeks will initially be based on Defendant's records, however,
26 Class Members will have the right to challenge the number of Workweeks.

27 18. Class Members may choose to opt-out of the Settlement by following the directions
28

1 in the Class Notice. (Agreement at ¶ III(E)(6).) The Class Notice provides that Class Members
2 shall have sixty (60) days from the date that the Class Notice is mailed to them to request exclusion
3 (opt-out) or to submit a written objection. (Agreement at ¶¶ III(E)(6)(a), III(E)(6)(c), and Exhibit
4 A.) All Class Members who do not "opt out" will be deemed Participating Class Members who will
5 be bound by the Settlement and will be entitled to receive an Individual Class Payment.
6 (Agreement at ¶ III(E)(6)(c).) All Aggrieved Employees, including those who submit an opt-out
7 request, will still be paid their allocation of the PAGA Penalties and will remain subject to the
8 release of the Released PAGA Claims regardless of their request for exclusion. (Agreement at ¶¶
9 III(E)(6)(c) and III(F)(3).) Finally, the Class Notice will advise the Class Members of their right to
10 object to the Settlement and/or dispute their Workweeks. (Agreement at ¶¶ III(E)(6)(a),
11 III(E)(6)(b), and Exhibit A.)

12 19. A Participating Class Member must cash his or her Individual Class Payment check
13 within 180 days after it is mailed. (Agreement at ¶ III(E)(14).) Any settlement checks not cashed
14 within 180 days will be voided and any funds represented by such checks sent to the California
15 Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid
16 residue." (Agreement at ¶ III(E)(14).)

17 20. Subject to Court approval, the Parties have agreed on Apex Class Action to
18 administer the settlement in this action ("Settlement Administrator"). (Agreement at ¶¶ I(GG) and
19 III(D).) The Settlement Administrator will be paid for settlement administration in an amount not
20 to exceed \$200,000. (Agreement at ¶ III(B)(4).) Apex Class Action provided an estimate of
21 \$197,499.90 for administration expenses.

22 21. Subject to Court approval, the Agreement provides for Class Counsel to be awarded
23 a sum not to exceed one-third of the Gross Settlement Amount, as the Class Counsel Fees Payment.
24 (Agreement at ¶ III(B)(2).) Class Counsel will also be allowed to apply separately for an award of
25 Class Counsel Litigation Expenses Payment in an amount not to exceed \$200,000. (Agreement at ¶
26 III(B)(2).) Subject to Court approval, the Agreement provides for a payment of no more than
27 \$10,000 each to the Plaintiffs as their Class Representative Service Payments. (Agreement at ¶
28 III(B)(1).)

22. Subject to Court approval, the PAGA Payments will be paid from the Gross Settlement Amount for PAGA penalties under the California Private Attorneys General Act, Cal. Labor Code Section 2698, *et seq.*. The PAGA Payments are the First PAGA Payment of \$240,000 (the "First PAGA Payment") and the Second PAGA Payment of \$470,000 (the "Second PAGA Payment") (and, collectively with the First PAGA Payment, the "PAGA Payments"). The Settlement Administrator will pay 75% of the First PAGA Payment, which is presently \$180,000, to the LWDA and 25% of the First PAGA Payment, which is presently \$60,000, to the PAGA Members by (a) dividing the amount of the PAGA Members' 25% share of the First PAGA Payment (\$60,000) by the total number of PAGA Pay Periods worked by all PAGA Members during the First PAGA Period and (b) multiplying the result by each PAGA Member's PAGA Pay Periods during the First PAGA Period. The Settlement Administrator will pay 75% of the Second PAGA Payment, which is presently \$352,500, to the LWDA and 25% of the Second PAGA Payment, which is presently \$117,500, to the PAGA Members by (a) dividing the amount of the PAGA Members' 25% share of the Second PAGA Payment (\$117,500) by the total number of PAGA Pay Periods worked by all PAGA Members during the Second PAGA Period and (b) multiplying the result by each PAGA Member's PAGA Pay Periods during the Second PAGA Period.³ (Agreement at ¶ III(B)(3)(a).) As set forth in the accompanying proof of service, the LWDA has been served with this motion and the Agreement.

Risks of Continued Litigation and Standards for Approval

23. Plaintiffs and Class Counsel recognize the expense and length of continuing to litigate and trying this Action against Defendant through possible appeals which could take several years. Class Counsel has also taken into account the uncertain outcome and risk of litigation, especially in complex class actions such as this Action. Class Counsel is also mindful of and recognize the inherent problems of proof under, and alleged defenses to, the claims asserted in the

³ The 75/25 allocation is required by Labor Code § 2699, because this Action was filed and the PAGA Notice was sent before June 2024, so it is not subject to the amended version of Labor Code § 2699.

1 Action. Based upon their evaluation, Plaintiffs and Class Counsel have determined that the
2 Settlement set forth in the Agreement is in the best interest of the Class Members.

3 24. A number of defenses asserted by Defendant present serious threats to the claims of
4 the Plaintiffs and the other Class Members. Defendant asserted that Defendant's policies and
5 practices complied with all applicable labor laws. Specifically, Defendants argued that it paid all
6 wages, including overtime, at the correct rates of pay. Defendant also argued that its meal and rest
7 period policies fully complied with California law and that Defendant provided Class Members
8 with the opportunity to take their legally required meal and rest breaks. Defendant further argued
9 that there was no failure to pay for business expenses, Class Members were not required to use their
10 cell phones to perform their job duties, and any cell phone usage was merely convenient and
11 voluntary such that reimbursement was not legally required. Defendant argued that the Supreme
12 Court decision in *Brinker v. Superior Court*, 53 Cal. 4th 1004 (2012), weakened Plaintiffs' claims,
13 on liability, value, and class certifiability as to the meal and rest period claims.⁴ Defendant also
14 argued that based on its facially lawful practices, Defendant acted in good faith and without
15 willfulness, which if accepted would negate the claims for waiting time penalties and/or inaccurate
16 wage statements. See e.g. *Naranjo v. Spectrum Sec. Servs., Inc.*, 15 Cal. 5th 1056, 1065 (2024) ("if
17 an employer reasonably and in good faith believed it was providing a complete and accurate wage
18 statement in compliance with the requirements of section 226, then it has not knowingly and
19 intentionally failed to comply with the wage statement law.") If successful, Defendant's defenses
20 could eliminate or substantially reduce the likelihood of any recovery to the Class. While Plaintiffs
21 believe that these defenses could be overcome, Defendant maintains these defenses have merit and
22 therefore present a serious risk to recovery by the Class.

23 25. There was also a significant risk that, if the Action was not settled, Plaintiffs would
24 be unable to maintain the certified class through trial, and thereby not recover on behalf of any
25 employees other than themselves. At the time of the mediation, Defendant forcefully opposed the
26

27 ⁴ The Court denied certification of the proposed meal period class, and Plaintiffs did not move
28 to certify a rest period class.

1 propriety of class certification, arguing that individual issues precluded class certification.
2 Defendant argued that Plaintiffs' claims were not appropriate for class treatment. Further, as
3 demonstrated by the California Supreme Court decision in *Duran v. U.S. Bank National Assn.*, 59
4 Cal. 4th 1 (2014), there are significant hurdles to overcome for a class-wide recovery even where
5 the class has been certified. While other cases have approved class certification in wage and hour
6 claims, class certification in this action was hotly disputed and the maintenance of a certified class
7 through trial was by no means a foregone conclusion.

8 26. This settlement is therefore certainly entitled to preliminary approval. Were this
9 case to go to trial, the Plaintiffs and the other class members would need to prove, among other
10 things, that wages were owed on a class-wide basis. This was and is a substantial risk.

11 27. Plaintiffs will apply to the Court for Class Representative Service Payments in
12 consideration for their service and for the risks undertaken on behalf of the Class. (Agreement at ¶
13 III(B)(1).) Plaintiffs performed their duties admirably by working with Class Counsel over the
14 course of litigation. Plaintiffs are also providing a general release far beyond the release applicable
15 to the Class.⁵ The Declarations of the Plaintiffs are submitted in support. At this stage, the
16 requested service award is within the accepted range of awards for purposes of preliminary
17 approval. *See e.g. Andrews v. Plains All Am. Pipeline L.P.*, 2022 U.S. Dist. LEXIS 172183, at *11
18 (C.D. Cal. 2022) (finding that the requested service awards of \$15,000 each are appropriate);
19 *Reynolds v. Direct Flow Med., Inc.*, 2019 U.S. Dist. LEXIS 149865, at *19 (N.D. Cal. 2019)
20 (granting request for \$12,500 service award); *Mathein v. Pier 1 Imps. (U.S.), Inc.*, 2018 U.S. Dist.
21 LEXIS 71386 (E.D. Cal. 2018) (awarding \$12,500 where average class member payment was
22 \$351); *Louie v. Kaiser Foundation Health Plan, Inc.*, 2008 WL 4473183, *7 (S.D. Cal. Oct. 06,
23 2008) (awarding \$25,000 service award to each of six plaintiffs in overtime class action); *Glass v.*
24 *UBS Fin. Servs.*, 2007 WL 221862, *16-17 (N.D. Cal. 2007) (awarding \$25,000 service award in
25 overtime class action and a pool of \$100,000 in enhancements).

26
27
28 ⁵ However, "Plaintiffs' Released Claims" expressly exclude Carla Cobian's Individual Claims
for constructive discharge, which are subject to a separate Confidential Settlement Agreement.

1 28. The stage of the proceedings at which this Settlement was reached also militates in
2 favor of preliminary approval and ultimately, final approval of the Settlement. Class Counsel has
3 conducted a thorough investigation into the facts of the class action. Class Counsel began
4 investigating the Class Members' claims before the Action was filed, and during the course of
5 litigation, and Class Counsel and engaged in sufficient formal and informal discovery to obtain
6 necessary information. At the time of the mediation, the motion for class certification had been
7 briefed and granted, and Class Counsel was preparing the Action for trial. Class Counsel conducted
8 a review and analysis of the relevant documents and data, with the assistance of an expert. Class
9 Counsel was also experienced with these claims, as Class Counsel previously litigated and settled
10 similar claims in other actions. Accordingly, the agreement to settle did not occur until Class
11 Counsel possessed sufficient information to make an informed judgment regarding the likelihood of
12 success on the merits and the results that could be obtained through further litigation.

13 29. Based on the foregoing data and their own independent investigation and evaluation,
14 Class Counsel is of the opinion that the Settlement with Defendant for the consideration and on the
15 terms set forth in the Agreement is fair, reasonable, and adequate and is in the best interest of the
16 Class in light of all known facts and circumstances, including the risk of significant delay, defenses
17 asserted by Defendant, and numerous potential appellate issues. There can be no doubt that
18 Counsel for both Parties possessed sufficient information to make an informed judgment regarding
19 the likelihood of success on the merits and the results that could be obtained through further
20 litigation.

21
22 Class Certification Issues

23 30. Plaintiffs contend that the proposed settlement meet all of the requirements for class
24 certification under California Code of Civil Procedure § 382 as demonstrated below, and therefore,
25 the Court may appropriately approve the Class as defined in the Agreement. This Court should
26 conditionally certify the Class for settlement purposes only, defined as follows:

1 All individuals who are or previously were employed by Defendant in the State of
2 California as non-exempt Crew, Merchants, or Mates at any time during the Class
3 Period.

4 (Agreement at ¶ I(C).)

5 The Class Period is from December 4, 2016 to March 31, 2024. (Agreement at ¶ I(J).)

6 a. **Numerosity** - Here, Plaintiffs assert that the 50,132 current and former
7 employees that comprise the Class can be identified based on Defendant's records and are
8 sufficiently numerous for class certification.

9 b. **Common Issues Predominate** - Plaintiffs contends that common questions
10 of law and fact are present, specifically the common questions of whether Defendant's practices
11 were lawful, whether Defendant failed to provide meal and rest periods to Class Members, whether
12 Class members were lawfully compensated for all hours worked, whether Defendant's rounding
13 practices were lawful, and whether Class Members are entitled to damages and penalties as a result
14 of these practices. Plaintiffs contend that certification of this Class is appropriate because
15 Defendant allegedly engaged in uniform practices with respect to the Class Members. As a result,
16 Plaintiffs believe these common questions of liability could be answered on a class wide basis.

17 c. **Typicality** - In this Action, Plaintiffs contend that the typicality requirement
18 is fully satisfied. Plaintiffs contend that, like every other member of the Class, they were employed
19 by Defendant as non-exempt employees, and, like every other member of the Class, were subject to
20 the same employment practices. Plaintiffs further contend that, like every other member of the
21 Class, they also claim owed compensation as a result of the Defendant's uniform company policies
22 and practices. Thus, Plaintiffs believe that the claims of Plaintiffs and the members of the Class
23 arise from the same course of conduct by Defendant, involve the same issues, and are based on the
24 same legal theories.

25 d. **Adequacy** - Plaintiffs contend that the Class Members are adequately
26 represented here because Plaintiffs and representing counsel (a) do not have any conflicts of interest
27 with other class members, and (b) will prosecute the case vigorously on behalf of the class.
28 Plaintiffs contend this requirement is met here. First, Plaintiffs are well aware of their duties as the

1 representatives of the Class and have actively participated in the prosecution of this case to date.
2 Plaintiffs effectively communicated with Class Counsel, provided documents and information to
3 Class Counsel, and participated in the investigation and resolution of the Action. The personal
4 involvement of the Plaintiffs was essential to the prosecution of the Action and the monetary
5 settlement reached. Second, Plaintiffs retained competent counsel who are experienced in
6 employment class actions and who have no conflicts. Third, there is no antagonism between the
7 interests of the Plaintiffs and those of the Class. Both the Plaintiffs and the Class Members seek
8 monetary relief under the same set of facts and legal theories. Under such circumstances, there can
9 be no conflicts of interest, and adequacy of representation is satisfied.

10 31. Class Counsel's Adequacy of Representation and Absence of Conflict: Blumenthal
11 Nordrehaug Bhowmik De Blouw LLP is experienced in prosecuting class action lawsuits and can
12 competently represent the Class. Other lawyers at my firm and I have extensive class litigation
13 experience. We have handled a number of class actions and complex cases and have acted both as
14 counsel and as lead and co-lead counsel in a variety of these matters. We have successfully
15 prosecuted and obtained significant recoveries in numerous class action lawsuits and other lawsuits
16 involving complex issues of law and fact. My firm is particularly experienced in wage and hour
17 employment law class actions, including claims for misclassification, overtime, expense
18 reimbursement, unlawful deduction of wages, and missed rest and meal periods. Blumenthal
19 Nordrehaug Bhowmik De Blouw LLP has been involved as class counsel in over hundreds of wage
20 and hour class actions. Blumenthal Nordrehaug Bhowmik De Blouw LLP has been found to be
21 adequate counsel by the courts throughout California. We have been approved as experienced class
22 counsel by both state and federal courts in California in contested class certification proceedings,
23 including by this Court in this Action in the contested class certification motion. A true and correct
24 copy of the resume of my firm is attached hereto as Exhibit #2. The Class in this settlement is
25 defined as "all individuals who are or previously were employed by Defendant in the State of
26 California as non-exempt Crew, Merchants, or Mates at any time during the Class Period." I have
27 reviewed my firm's cases and representation of other plaintiffs and there is no conflict or
28 representation which would prevent my firm from representing the interests of the Class this case.

1 My firm only represents employees, and not employers. My firm has never represented Defendant
2 nor any affiliate of the Defendant. My firm's only interest in the subject matter of this litigation is
3 to ensure a recovery to the Class and to maximize that recovery. Finally, our allegiance to the Class
4 and the claims of the Class is not inconsistent with our allegiance to pursue the claims on behalf of
5 other employees and classes as the claims are all against different and distinct employers. I can
6 think of no conflict that would arise in our representation of the Class and our adequate
7 representation of the Class is evidenced by the successful prosecution of the class claims to reach an
8 excellent recovery for the Class. Moreover, neither the Plaintiffs nor Class Counsel have any
9 affiliation with the proposed Settlement Administrator for this settlement. Thus, the adequacy
10 requirement for my firm is satisfied for purposes of this Settlement.

11 32. The Class Notice, drafted jointly and agreed upon by the Parties through their
12 respective counsel and to be approved by the Court, includes all relevant information. (*See Exhibit*
13 *"A"* to the Agreement.) In accordance with the Agreement, Defendant will provide the
14 Administrator with a confidential electronic spreadsheet containing the Class Data. (Agreement at
15 ¶ III(E)(5)(a).) Within 14 days after receiving the Class Data, the Settlement Administrator will
16 mail the Class Notice to all Class Members via first-class U.S. Mail using the most current mailing
17 address information available. (Agreement at ¶ III(E)(5)(b).) The Class Notice will include, among
18 other information: (i) information regarding the Action; (ii) the impact on the rights of the Class
19 Members if they do not opt out, including a description of the applicable release; (iii) information to
20 the Class Members regarding how to opt out and how to object to the Settlement; (iv) the estimated
21 Settlement Share for each of the Class Members; (iii) the amount of attorneys' fees and expenses to
22 be sought; (v) the amount of the Plaintiffs' service award requests; and (vi) the anticipated expenses
23 of the Settlement Administrator. The Class Notice will explain that the Class Members shall have
24 sixty (60) days from the date that the Class Notice is mailed to them to request exclusion (opt-out)
25 or to submit a written objection. (Agreement at ¶¶ III(E)(6)(a), III(E)(6)(c).) Class Members shall
26 be given the opportunity to object to the Settlement and/or the attorneys' fees and expenses, and to
27 appear at the Final Approval Hearing. (Agreement at ¶ III(E)(6)(a).) This notice program was
28 designed to meaningfully reach the Class Members and it advises them of all pertinent information

concerning the Settlement. Class Members who do not submit a timely and proper request to opt-out will automatically receive a payment of their Settlement Share.

33. The PAGA Claim -

a. **Approval of PAGA Settlements.** The decision in *O'Connor v. Uber*, 201 F.Supp.3d 1110, 1133 (N.D. Cal. 2016), and the LWDA's Response therein is illustrative. The LWDA first states that "when viewing the monetary relief allocated to PAGA claims under a settlement, the LWDA recognizes that the PAGA sum need not necessarily be viewed through the same lens as the relief obtained by absent class members on other claims (i.e., the percentage of recovery-to-exposure on the PAGA claims need not necessarily equal the percentage of recovery on the other claims)." (LWDA Response at p.3). The LWDA also indicated that the payment of money to the aggrieved employees furthers the purposes of PAGA and that the Court considers that primary consideration. "The LWDA recognizes that this Court does not review the PAGA allocation in isolation, but rather reviews the settlement as a whole, to determine whether it is fundamentally fair, reasonable and adequate, with primary consideration for the interests of absent class members." (LWDA Response at p.4).

b. **Valuation of the PAGA Claim.** For mediation, Plaintiff calculated the value of the alleged PAGA claim as to Aggrieved Employees for civil penalties to be between \$140,279,800 and \$280,559,699 for a single violation in every one of the 2,805,596 pay periods at issue in the PAGA Period, depending on whether the violation was \$50 per pay period as in the case of Labor Code § 558(a)(1) or the standard amount of \$100 per pay period for violation of Labor Code § 1198. This valuation assumed that PAGA civil penalties would be awarded at the maximum rate per pay period but without stacking.⁶ The PAGA allocation in the Settlement is the amount of

⁶ Stacking is where more than one civil penalty is imposed in a pay period for the same conduct. The valuation of between \$140,279,800 and \$280,559,699 is the civil penalty amount without stacking. If stacking is permitted, which Defendant contended at mediation that stacking should not be permitted, then the valuation increases with each additional penalty added to each pay period. Plaintiffs, however, are not aware of any PAGA award which permitted stacking and in the cases cited herein, only one penalty per pay period was assessed, and the recent 2024 amendments to the

1 \$710,000. This allocation is justified by several important considerations. First, the PAGA claim
2 was subject to the same risks as the underlying class claims and notably many of these pay periods
3 occurred after the change in wage and hour practices by Defendant which could negate the alleged
4 violations after March 2021 entirely. Second, Defendant asserted additional defenses to the PAGA
5 claim, not only as to liability but also as to the amount of the penalties. Defendant argued that
6 significant PAGA penalties would be unlikely and would be reduced under such particular
7 “circumstances” under Cal. Labor Code §2699(e)(2) and/or “would result in an award that is unjust,
8 arbitrary and oppressive, or confiscatory” under Cal. Labor Code §2699(e)(2). Defendant could
9 also argue that no penalties prior to the PAGA notification should be awarded, and I am aware of
10 one trial court which has so ruled. These additional defenses present a risk to the PAGA claim and
11 the potential that some or all of the PAGA penalties sought may not be awarded. Third, in
12 *Carrington v. Starbucks Corp.*, 30 Cal. App. 5th 504 (2018), the court affirmed a judgment which
13 only provided for a PAGA penalty of \$5 per violation. Therefore, at trial, any PAGA penalties
14 awarded could be significantly less than Plaintiffs’ calculation even where Plaintiff prevailed on the
15 PAGA claim. Even if we assume that violations for all 2,805,596 pay periods were established,
16 using the valuation from *Carrington* results in a potential recovery of only \$14,027,980 under
17 PAGA. This means that the PAGA allocation in the Agreement is a reasonable percentage of this
18 potential PAGA recovery. Fourth, the interests of PAGA are also served by the Class recovery
19 under the reasoning of the LWDA in *O’Connor v. Uber*.

20 c. **Comparable PAGA Settlements.** In reaching the settlement of the PAGA
21 claim, Class Counsel was also aware of what allocations other Courts have approved for similar
22 PAGA settlements as compared to the total settlement amount. A class settlement that allocates
23 approximately 5.6% of the total settlement value to resolve the PAGA claims applicable to the class
24 is also supported by what has been approved in other wage-and-hour class settlements. Indeed,
25 Courts typically approve PAGA settlement amounts in the range of between 0.27 to 2 percent of the
26 total settlement. See *Davis v. Brown Shoe Co.*, 2015 U.S. Dist. LEXIS 149010 (E.D. Cal. 2015)

27 _____
28 PAGA statute cast further doubt on stacking of penalties.

(PAGA Payment of \$5,000 in a \$1.5 million class settlement); *Zamora v. Ryder Integrated Logistics, Inc.*, 2014 U.S. Dist. LEXIS 184096 (S.D. Cal. 2014) (\$7,500 payment to LWDA for PAGA on a \$1.5 million class settlement); *Lusby v. Gamestop Inc.*, 2015 U.S. Dist. LEXIS 42637 (N.D. Cal. 2015) (PAGA Payment of \$5,000 in a \$500,000 class settlement); *Cruz v. Sky Chefs, Inc.*, 2014 U.S. Dist Lexis 17693 (N.D. Cal. 2014) (approving payment of \$10,000 to the LWDA for PAGA out of \$1,750,000 class settlement); *Chu v. Wells Fargo Investments, LLC*, 2011 WL 672645, *1 (N.D. Cal. 2011) (approving PAGA payment of \$7,500 to the LWDA out of \$6.9 million common-fund settlement); *Franco v. Ruiz Food Products, Inc.*, 2012 WL 5941801, *13 (E.D. Cal. 2012) (approving PAGA payment of \$7,500 to the LWDA out of \$2.5 million common-fund settlement); *Hopson v. Hanesbrands Inc.*, 2009 WL 928133, *9 (N.D. Cal. 2009) (approving PAGA allocation that was .49% of \$408,420.32 gross settlement); *Garcia v. Gordon Trucking, Inc.*, 10-cv-00324-AWI-SKO, Dkt. 149-3, 165 (E.D. Cal.) (approving a class settlement of \$3,700,000, with \$10,000 allocated to the PAGA claim); *McKenzie v. Federal Express Corp.*, CV 10-02420 GAF (PLAx), Dkt. 139 & 141 (C.D. Cal.) (court approved a settlement in an amount of \$8.25 million, with \$82,500 allotted to the PAGA claim); *DeStefan v Frito-Lay*, 8:10-cv-00112-DOC (C.D. Cal.) (court approved a class settlement of \$2 million, with \$10,000 allocated to PAGA); *Martino v. Ecolab Inc.*, No. 3:14CV04358 (N.D. Cal. 2017) (\$100,000 allotted as PAGA penalties or 0.48% of \$21,000,000 settlement amount); *East v. Comprehensive Educational Services Inc.*, Fresno Superior Court Case No. 11-CECG-04226 (2015) (\$10,000 allotted as PAGA penalties or 0.13% of \$7,595,846 settlement amount); *Bararsani v. Coldwell Banker Residential Brokerage Company*, Los Angeles Superior Court Case No. BC495767 (2016) (\$10,000 allotted as PAGA penalties or 0.22% of \$4,500,000 settlement amount); *Moppin v. Los Robles Medical Center*, No. 5:15CV01551 (C.D. Cal. 2017) (\$15,000 allotted as PAGA penalties or 0.40% of \$3,775,000 settlement amount); *Scott-George v. PVH Corporation*. No., 2:13CV00441 (E.D. Cal. 2017) (\$15,000 allotted as PAGA penalties or 0.46% of \$3,250,000 settlement amount); *Nehrlich v. RPM Mortgage Inc.*, Orange County Superior Court Case No. 30-2013-00666783-CU-OE-CXC (2017) (\$10,000 allotted as PAGA penalties or 0.40% of \$2,500,000 settlement amount); *Rubio v. KTI Incorporated*, San Bernardino Superior Court Case

1 No. CIVDS-14-06132 (2015) (\$1,000 allotted as PAGA penalties or 0.18% of \$550,000 settlement
2 amount); *Gray v. Mountain View Child Care Inc.*, San Bernardino Superior Court Case No.
3 CIVDS-14-02285 (2016) (\$2,500 allotted as PAGA penalties or 0.37% of \$675,000 settlement
4 amount); *Perez v. West Coast Liquidators Inc. d/b/a Big Lots*, San Bernardino Superior Court Case
5 No. CIVDS-14-17863 (2016) (\$3,000 allotted as PAGA penalties or 0.33% of \$900,000 settlement
6 amount); *Penaloza vs. PPG Industries Inc.*, Los Angeles Superior Court No. BC471369 (2013)
7 (\$5,000 allotted as PAGA penalties or 0.38% of \$1,300,000 settlement amount); *Mejia v. DHL*
8 *Express (USA) Inc.*, No. 2:15CV00890 (C.D. Cal. 2017) (\$5,000 allotted as PAGA penalties or
9 0.34% of \$1,450,000 settlement amount).

10
11 34. Attorneys' Fees - The Class Counsel Fees Payment is capped at one-third of the
12 Gross Settlement Amount. A fee award that is capped at one-third of the common fund is fair and
13 reasonable, and at the time of final approval, my firm will present lodestar to further support the
14 reasonableness of the requested fee award. My firm has been regularly awarded attorney's fees
15 equal to one-third of the common fund in Court-approved wage and hour class settlements. Some
16 of the class action awards obtained by Class Counsel in similar employment actions throughout the
17 state bear out the reasonableness of a fee and costs award equivalent to one-third (1/3) of the total
18 settlement value: On December 4, 2018, in *Panda Express Wage and Hour Cases* (Los Angeles
19 Superior Court, Case No. JCCP 4919) Judge Carolyn Kuhl awarded Class Counsel a one-third fee
20 award in a wage and hour class settlement. On February 1, 2019, in *Solarcity Wage and Hour*
21 *Cases* (San Mateo Superior Court, Case No. JCCP 4945) Judge Marie Weiner awarded Class
22 Counsel a one-third fee award in a wage and hour class settlement. On July 30, 2019, in *Erickson v.*
23 *John Muir Health*, (Contra Costa Superior Court Case No. MSC18-00307) Judge Edward Weil
24 awarded Class Counsel a one-third fee award in a wage and hour class settlement. On December
25 18, 2019, in *Velasco v. Lemonade Restaurant Group*, (Los Angeles Superior Court Case No.
26 BC672235) Judge William Highberger awarded Class Counsel a one-third fee award in a wage and
27 hour class settlement. On January 31, 2020, in *El Pollo Loco Wage and Hour Cases* (Orange
28 County Superior Court Case No. JCCP 4957) Judge William Claster awarded Class Counsel a one-

1 third award in a wage and hour class settlement. On December 3, 2020, in *Blackshear v. California*
2 *Fine Wine & Spirits* (Sacramento Superior Court Case No. 34-2018-00245842) Judge Christopher
3 Krueger awarded BNBD a one-third fee award in a wage and hour class settlement. On June 2,
4 2021, in *Pacia v. CIM Group, L.P.* (Los Angeles Superior Court Case No. BC709666), Judge Amy
5 D. Hogue awarded Class Counsel a one-third fee award in a wage and hour class settlement. On
6 November 8, 2021, in *Securitas Wage and Hour Cases* (Los Angeles Superior Court Case No.
7 JCCP4837) Judge David Cunningham awarded a one-third fee award in a wage and hour class
8 settlement. On March 17, 2022, in *See's Candies Wage and Hour Cases* (Los Angeles Superior
9 Court Case No. JCCP5004) Judge Maren Nelson awarded a one-third fee award in a wage and hour
10 class action settlement. On April 12, 2022, in *O'Donnell v. Okta, Inc.*, (San Francisco Superior
11 Court Case No. CGC-20-587665) Judge Richard Ulmer awarded a one-third fee award in a wage
12 and hour class action settlement. On June 30, 2022, in *Armstrong, et al. v. Prometric LLC* (Los
13 Angeles Superior Court Case No. 20STCV29967), Judge Maren E. Nelson awarded a one-third fee
14 award in a wage and hour class action. On July 13, 2022, in *Crum v. S&D Carwash Management*
15 *LLC*, (Sacramento Superior Court Case No. 2019-00251338), Judge Christopher E. Krueger
16 awarded a one-third fee award in a wage and hour class action settlement. On August 10, 2022, in
17 *Spears, et al. v. Health Net of California, Inc.*, (Sacramento Superior Court Case No. 34-2017-
18 00210560-CU-OE-GDS), Judge Christopher E. Krueger awarded a one-third fee award in a wage
19 and hour class action settlement. On September 7, 2022, in *Lucchese, et al. v. Kone, Inc.*, (San
20 Francisco Superior Court Case No. CGC-20-588225), Judge Richard B. Ulmer, Jr. awarded a one-
21 third fee award in a wage and hour class action settlement. On November 4, 2022, in *Infinity Energy*
22 *Wage and Hour Cases* (San Diego Superior Court, Case No. JCCP5139), Judge Keri Katz awarded
23 a one-third fee award in a wage and hour class action settlement. On February 1, 2023, in *Hogan v.*
24 *AECOM Technical Services, Inc.* (Los Angeles Superior Court Case No. 19STCV40072), Judge
25 Stuart Rice awarded a one-third fee award in a wage and hour class settlement. On February 28,
26 2023, in *Farthing v. Milestone Technologies* (San Francisco Superior Court Case No. CGC-21-
27 591251), Judge Richard B. Ulmer, Jr. awarded a one-third fee award in a wage and hour class
28 action settlement. On March 2, 2023, in *Leon v. Calaveras Materials* (Kings County Superior

1 Court Case No. 21C-0105), Judge Melissa D'Morias awarded a one-third fee award in a wage and
2 hour class settlement. On June 20, 2023, in *Gonzalez v. Pacific Western Bank* (San Bernardino
3 County Superior Court Case No. CIVSB2127657) Judge David Cohn awarded a one-third fee
4 award in a wage and hour class settlement, On June 30, 2023, in *Aguirre v. Headlands Ventures*
5 (Sacramento County Superior Court Case No. 34-2021-00297290), Judge Jill Talley approved a
6 one-third fee award in a wage and hour class settlement. On August 5, 2023, in *Correia v. Gallo*
7 *Glass Company* (Stanislaus County Superior Court Case No. CV-21-006459) Judge Sonny Sandhu
8 approved a one-third fee award in a wage and hour class settlement. On September 15, 2023, in
9 *Moran v. Sharp Healthcare* (San Diego County Superior Court Case No. 37-2019-00050203),
10 Judge Richard Whitney awarded a one-third fee award in a wage and hour class settlement. On
11 October 10, 2023, in *Arango v. Schlumberger Technology*, (Orange County Case No.
12 30-2019-01056839-CU- OE-CXC), Judge William Claster approved a one-third fee award in a
13 wage and hour class action. On October 16, 2023, in *Flores v. Walmart*, (San Bernardino County
14 Superior Court Case No. CIVDS2023061) Judge Joseph T. Ortiz awarded a one-third fee award in a
15 wage and hour class settlement. On October 20, 2023, in *Pond v. Glen Ivy Hot Springs* (Riverside
16 County Superior Court Case No. CVRI2104986), Judge Harold W. Hopp awarded a one-third fee
17 award in a wage and hour class settlement. On November 17, 2023, in *Silva v. Woodward HRT*
18 (Los Angeles County Superior Court Case No. 21STCV42692), Judge Maren Nelson awarded a
19 one-third fee award in a wage and hour class settlement. On November 20, 2023, in *Steele v.*
20 *Legoland California* (San Diego County Superior Court Case No. 37-2021-00052868), Judge
21 Carolyn M. Caietti awarded a one-third fee award in a wage and hour class settlement. On
22 November 29, 2023, in *Ochoa-Andrade v. See's Candies* (San Mateo County Superior Court Case
23 no. 22-CIV-02481), Judge Marie Weiner approved a one-third fee award in a wage and hour class
24 settlement. On September 12, 2024, in *Murdock v. Aspen Surgery Center* (Contra Costa County
25 Superior Court Case No. MSC21-02047), Judge Charles Treat approved a one-third fee award in a
26 wage and hour class settlement. On October 8, 2024, in *Rattler v. Pacific Coast Container*
27 (Alameda Superior Court Case No. 22CV015216), Judge Michael Markman approved a one-third
28 fee award in a wage and hour class settlement. On January 14, 2025, in *Curry v. United Health*

1 *Care Staffing* (San Francisco Superior Court Case No. CGC-21-597339), Judge Curtis Karnow
2 approved a one-third fee award in a wage and hour class settlement. On January 17, 2025, in
3 *Virgen v. Curaleaf* (Sacramento County Superior Court Case No. 34-2022-00314655), Judge Lauri
4 Damrell approved a one-third fee award in a wage and hour class settlement. On November 17,
5 2025, in *Morris v. The Permanente Medical Group, Inc.* (Sacramento County Superior Court Case
6 No. 34-2022-00332012), Judge Jill H. Talley approved a one-third fee award in a wage and hour
7 class settlement. A fee award equal to one-third of the common fund is therefore reasonable in light
8 of the fees that have been awarded in other similar cases.

9
10 35. Class Representative Service Payments - The reasonableness of the requested service
11 award is also established by reference to the amounts that other California courts have found to be
12 reasonable in wage and hour class action settlements: *Zamora v. Balboa Life & Casualty, LLC*,
13 Case No. BC360036, Los Angeles County Superior Court (Mar. 7, 2013)(awarding \$25,000 service
14 award); *Aguilar v. Cingular Wireless, LLC*, Case No. CV 06-8197 DDP (AJWx)(C.D. Cal. Mar. 17,
15 2011)(awarding \$14,767 service award); *Magee v. American Residential Services, LLC*, Case No.
16 BC423798, Los Angeles County Superior Court (Apr. 21, 2011)(awarding \$15,000 service award);
17 *Mares v. BFS Retail & Commercial Operations, LLC*, Case No. BC375967, Los Angeles County
18 Superior Court (June 24, 2010)(awarding \$15,000 service award); *Baker v. L.A. Fitness Int'l, LLC*,
19 Case No. BC438654, L.A. County Superior Court (Dec. 12, 2012)(awarding \$10,000 service
20 awards to three named plaintiffs); *Blue v. Coldwell banker Residential Brokerage Co.*, Case No.
21 BC417335, Los Angeles County Superior Court (Mar. 21, 2011)(awarding \$10,000 service award);
22 *Buckmire v. Jo-Ann Stores, Inc.*, Case No. BC394795, Los Angeles County Superior Court (June,
23 11, 2010)(awarding \$10,000 service awards); *Coleman v. Estes Express Lines, Inc.*, Case No.
24 BC429042, Los Angeles County Superior Court (Oct. 3, 2013)(awarding \$10,000 service award);
25 *Ethridge v. Universal Health Services, Inc.*, Case No. BC391958, Los Angeles County Superior
26 Court (May 27, 2011)(awarding \$10,000 service award); *Hickson v. South Coast Auto Ins.*
27 *Marketing, Inc.*, Case No. BC390395, Los Angeles County Superior Court (Mar. 27,
28 2012)(awarding \$10,000 service award); *Hill v. sunglass Hut Int'l, Inc.*, Case No. BC422934, Los

1 Angeles County Superior Court (July 2, 2012)(awarding \$10,000 service award); *Kambamba v.*
2 *Victoria's Secret Stores, LLC*, Case No. BC368528, Los Angeles County Superior Court, (Aug. 19,
3 2011)(awarding \$10,000 service award together with additional compensation for their general
4 release); *Nevarez v. Trader Joe's Co.*, Case No. BC373910, Los Angeles County Superior Court
5 (Jan. 29, 2010)(awarding \$10,000 service award); *Ordaz v. Rose Hills Mortuary, L.P.*, Case No.
6 BC386500, Los Angeles County Superior Court, (Mar. 19, 2010)(awarding \$10,000 service award);
7 *Sheldon v. AHMC Monterey Park Hosp. LP*, Case No. BC440282, Los Angeles County Superior
8 Court (Feb. 22, 2013)(awarding \$10,000 service award); *Silva v. Catholic Mortuary Services, Inc.*,
9 Case No. BC408054, Los Angeles County Superior Court (Feb. 8, 2011)(awarding \$10,000
10 enhancement award); *Weisbarth v. Banc West Investment Services, Inc.*, Case No. BC422202, Los
11 Angeles County Superior Court (May 24, 2013)(awarding \$10,000 service award); *Lazar v. Kaiser*
12 *Foundation Health Plan*, Case No. 14-cv-273289, Santa Clara County Superior Court (Dec. 28,
13 2015) (awarding \$10,000 service award); *Acheson v. Express, LLC*, Case No. 109CV135335, Santa
14 Clara County Superior Court (Sept. 13, 2011)(awarding \$10,000 service award); *Bejarano v.*
15 *Amerisave Mortgage Corp.*, Case No. EDCV 08-00599 SGL (Opx)(C.D. Cal. June 22,
16 2010)(awarding \$10,000 service award); *Carbajal v. Sally Beauty Supply LLC*, Case No. CIVVS
17 1004307, San Bernardino County Superior Court (Aug. 6, 2012)(awarding \$10,000 service award);
18 *Contreras v. Serco Inc.*, Case No. 10-cv-04526-CAS-JEMx (C.D. Cal. Sep. 10, 2012)(awarding
19 \$10,000 service award); *Guerro v. R.R. Donnelley & Sons Co.*, Case No. RIC 10005196, Riverside
20 County Superior Court (July 16, 2013)(awarding \$10,000 service award); *Kisliuk v. ADT Security*
21 *Services Inc.*, Case No. CV08-03241 DSF (RZx)(C.D. Cal. Jan. 10, 2011)(awarding \$10,000
22 service award); *Morales v. BCBG Maxazria Int'l Holdings, Inc.*, Case No. JCCP 4582, Orange
23 County Superior Court (Jan. 24, 2013)(awarding \$10,000 service award); *Barrett v. Doyon Security*
24 *Services, LLC*, Case Nos. BS900199, BS900517, San Bernardino County Superior Court (Apr. 23,
25 2010)(awarding \$10,000 service award); *Zirpolo v. UAG Stevens Creek II*, Santa Clara Superior
26 Court Case no. 17CV313457 (July 10, 2018) (awarding \$10,000 service award); *Taylor v. TIC - The*
27 *Industrial Company*, U.S.D.C. Central District of California Case No. EDCV 16-186-VAP (Aug. 1,
28 2018) (awarding \$10,000 service award).

37. Administration - After seeking bids from qualified administrators, the estimate from Apex Class Action was selected, as it provided for an estimate of \$198,300 to perform the settlement administration for up to 56,000 individuals, with any difference between the actual expenses and the budget of \$200,000 to be retained in the Net Settlement Amount for distribution to the Class. I have used Apex Class Action successfully as the administrator in more than twenty class settlements in the last couple years and know them to be competent and experienced. My firm has no relationship or connection with Apex Class Action, and thus no conflict of interest exists. Submitted in support of the motion is the Declaration of Sean Hartranft of Apex Class Action which includes the estimate for administration from Apex Class Action for this matter.

Service on the LWDA:

38. At the same time as the filing and service of this declaration, I am also serving the LWDA with the entire motion for preliminary approval which includes the Class Action and PAGA Settlement Agreement and Release. This service is verified by the accompanying proof of service.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 18th day of February, 2026, at La Jolla, California.

By: /s/ Kyle Nordrehaug
 Kyle R. Nordrehaug, Esq.
 Attorney for Plaintiffs

EXHIBIT #1

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

This Class Action and PAGA Settlement Agreement (this “Settlement” or “Agreement”) is made by and between plaintiffs Gregory Bartlett, Cassandra Vaglienty, Carla Cobian, Randy Meirose, Antonio Arzate, and Shannon Lash (collectively referred to as “Plaintiffs”), in their own capacity and as representatives on behalf of Class Members and PAGA Members, and defendant Trader Joe’s Company (“Defendant”). Plaintiffs and Defendant collectively are referred to in this Agreement as the “Parties,” and each a “Party.”

I. DEFINITIONS

In addition to other terms defined in this Agreement, the terms below have the following meaning in this Agreement:

- A. “Action” means the civil actions entitled *Bartlett, et al. v. Trader Joe’s Company*, designated as Case No. CGC-20-588293, pending in the Superior Court of the State of California for the County of San Francisco (“*Bartlett I*”); *Bartlett, et al. v. Trader Joe’s Company*, designated as Case No. CGC-21-589761, pending in the Superior Court of the State of California for the County of San Francisco (“*Bartlett II*”); and *Silicani, et al. v. Trader Joe’s Company*, designated as Case No. 20CIV00668, pending in the San Mateo County Superior Court (“*Silicani*”), which were coordinated for all purposes as JCCP 5196 in San Mateo Superior Court. “Action” does not include the claim brought in *Silicani* for the alleged failure to provide suitable seats at the checkstands or demo stations in violation of California Labor Code § 1198 and Wage Order 7-2001 § 14.
- B. “PAGA Members” means all individuals who are or previously were employed by Defendant in California as non-exempt Crew, Merchants, or Mates at any time during either the First PAGA Period or Second PAGA Period. An individual may be both an PAGA Member and a Class Member, as defined by Section I.G of this Agreement.
- C. “Class” means all individuals who are or previously were employed by Defendant in the State of California as non-exempt Crew, Merchants, or Mates at any time during the Class Period.
- D. “Class Counsel” means Norman B. Blumenthal, Kyle R. Nordrehaug, Aparajit Bhowmik, Nicholas De Blouw, Christine T. LeVu, Brooke Waldrop, and Adolfo Sanchez Contreras of Blumenthal Nordrehaug Bhowmik De Blouw LLP; and Melissa Grant, Robert Drexler, and Jonathan Lee of Capstone Law APC.
- E. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts to be paid to Class Counsel for fees and expenses, respectively, as approved by the Court, to compensate Class Counsel for their legal work in connection with the Action, including their pre-filing investigation, their filing of the Action, all related litigation activities, all Settlement work, all post-Settlement

compliance procedures, and related litigation expenses billed in connection with the Action.

- F. “Class and PAGA Data” means, for each Class Member and PAGA Member, his or her name; last-known mailing address; Social Security number; email address (if known); dates of employment; and Workweeks worked during the Class Period for Class Members.
- G. “Class Member” is a member of the Class. An individual may be both a Class Member and an PAGA Member, as defined by Section I.B of this Agreement.
- H. “Class Notice” means the Notice of Proposed Settlement of Class Action and Hearing Date for Final Court Approval substantially in the form attached hereto as **Exhibit A** to this Agreement and incorporated by reference into this Agreement.
- I. “Class Notice Packet” means the Class Notice to be provided to the Class Members by the Settlement Administrator in substantially the form set forth as **Exhibit A** to this Agreement (other than formatting changes to facilitate printing by the Settlement Administrator).
- J. “Class Period” means the period from December 4, 2016 to March 31, 2024.
- K. “Class Representative Service Payment” means the service payment made to each of the Plaintiffs in their capacity as Class Representatives in order to compensate them for initiating the Action, performing work in support of the Action, undertaking the risk of liability for Defendant’s expenses in the event Plaintiffs were unsuccessful in the prosecution of the Action, and for the general release of all claims by the Plaintiffs.
- L. “Court” means the Superior Court of California, County of San Mateo.
- M. “Defendant” means Trader Joe’s Company.
- N. “Defendant’s Counsel” means Dawn Sestito, Marni B. Robinow, Allison Bader, and Lauren Averill of O’Melveny & Myers LLP.
- O. “Election Not to Participate in Settlement” means the written request by a Class Member to exclude himself or herself from the Settlement as a Class Member that is submitted in accordance with the instructions in the Class Notice.
- P. “Final Approval Hearing” means the hearing to be conducted by the Court to determine whether to approve finally and implement the terms of this Agreement and enter the Judgment.
- Q. “Gross Settlement Amount” means Twelve Million Four Hundred And Seventy Thousand Dollars (\$12,470,000) to be paid by Defendant as provided by this Agreement. This Gross Settlement Amount is an all-in amount without any

reversion to Defendant and shall be inclusive of all payments of Settlement Shares to the Participating Class Members, Settlement Administration Expenses, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payments, and the PAGA Payment, and excluding any employer payroll taxes, if any, due on the portion of the Settlement Shares allocated to wages. Employer payroll taxes shall not be paid from the Gross Settlement Amount and shall be the separate additional obligation of Defendant.

- R. “Judgment” means the Final Approval Order and Judgment entered by the Court substantially in the forms attached hereto as **Exhibit C** to this Agreement and incorporated by reference into this Agreement.
- S. “LWDA” means the Labor and Workforce Development Agency.
- T. “Net Settlement Amount” means the Gross Settlement Amount less the Court-approved amounts for the Class Representative Service Payments, the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, the PAGA Payment, and the Settlement Administration Expenses.
- U. “Non-Participating Class Member” means a Class Member who submits a valid and timely Election Not to Participate in Settlement.
- V. “Operative Complaint” means the Fourth Amended Class Action Complaint filed in *Bartlet I* and the First Amended Complaint in *Silicani*..
- W. “PAGA” means the Private Attorneys General Act, California Labor Code §§ 2698 *et seq.*
- X. “First PAGA Period” means the period of time from December 4, 2019 to March 31, 2024.
- Y. “Second PAGA Period” means the period of time from April 1, 2024 to September 5, 2025.
- Z. “PAGA Notices” means the September 20, 2019, December 3, 2020, and February 16, 2021 letters sent by Plaintiffs to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).
- AA. “PAGA Pay Period” means any pay period during which a PAGA Member worked for Defendant for at least one day during the First PAGA Period or the Second PAGA Period.
- BB. “Participating Class Member” means a Class Member who does not submit a valid and timely Election Not to Participate in Settlement.

- CC. “Preliminary Approval of the Settlement” means the Court’s Order Granting Preliminary Approval of the Settlement substantially in the form attached hereto as **Exhibit B** to this Agreement and incorporated by this reference herein.
- DD. “Released Parties” means (i) Defendant; (ii) Defendant’s current and former subsidiaries, parents, and sister companies; (iii) the respective predecessors and successors of each entity listed in (i) and (ii); and (iv) all of the incumbent and former officers, directors, owners, members, managers, shareholders, investors, agents, insurers, attorneys, employees, fiduciaries, successors, assigns, and representatives, in their individual and/or representative capacities of each entity referenced in and/or encompassed by (i), (ii) and (iii).
- EE. “Settlement” means the disposition of the Action and all related claims effectuated by this Agreement.
- FF. “Settlement Administration Expenses” means the Settlement Administrator’s reasonable fees and expenses that are documented and approved by the Court.
- GG. “Settlement Administrator” means the third-party settlement administrator proposed by the Parties, Apex Class Action LLC.
- HH. “Settlement Share” means each Participating Class Member’s share of the Net Settlement Amount as provided by this Agreement.
- II. “Workweek” means any week during the Class Period in which a Class Member worked for Defendant as a Class Member for at least one day.

II. RECITALS

- A. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission by Defendant that the claims in the Action have merit or that Defendant bears any liability to Plaintiffs or the Class on those claims or any other claims, or as an admission by Plaintiffs that Defendant’s defenses in the Action have merit. The Parties agree to certification of the Class for purposes of this Settlement only. If for any reason the settlement does not become effective, Defendant reserves the right to contest certification of any class for any reason and reserves all available defenses to the claims in the Action.
- B. On December 4, 2020, plaintiffs Gregory Bartlett (“Bartlett”) and Cassandra Vaglienty (“Vaglienty”) filed *Bartlett I*, a class action against Defendant. Bartlett and Vaglienty asserted various individual and class claims against Defendant for unpaid minimum wages, unpaid overtime, the failure to provide compliant meal periods, the failure to provide compliant rest periods, non-compliant wage

statements, unreimbursed expenses, and the failure to timely pay wages during employment and upon termination.

- C. On February 16, 2021, Bartlett and Vaglienty filed *Bartlett II*, a representative action against Defendant. Bartlett and Vaglienty asserted a PAGA claim predicated on the exact same violations alleged in *Bartlett I*.
- D. On June 25, 2021, plaintiffs Randy Meirose (“Meirose”) and Antonio Arzate (“Arzate”) were added as named plaintiffs in *Silicani*, a representative action against Defendant. Meirose and Arzate asserted various individual and PAGA claims against Defendant for unpaid overtime, unpaid minimum wages, the failure to provide compliant meal periods, the failure to provide compliant rest periods, non-compliant wage statements, the failure to timely pay wages during employment and upon termination, and the failure to provide written notice of the material terms of employment. Meirose and Arzate, along with plaintiff Kathryn Silicani, also asserted a PAGA claim for Defendant’s alleged failure to provide suitable seats at the checkstands or demo stations in violation of California Labor Code § 1198 and Wage Order 7-2001 § 14, which is expressly excluded from this Agreement.
- E. On November 30, 2021, the Court granted Trader Joe’s petition to coordinate *Bartlett I*, *Bartlett II*, and *Silicani* for all purposes, designated as Judicial Council Coordination Proceedings No. JCCP 5196, pending in the Superior Court of the State of California for the County of San Mateo (the “Coordinated Action”).
- F. On February 27, 2024, Bartlett and Vaglienty added plaintiff Carla Cobian (“Cobian”) as a named plaintiff and added a class claim against Defendant for the failure to pay sick pay wages in *Bartlett I*.
- G. On March 11, 2025, Cobian added an individual claim against Defendant for constructive discharge and other adverse employment actions in violation of public policy in *Bartlett I*.
- H. On January 23, 2026, Bartlett, Vaglienty and Cobian filed a Fourth Amended Class Action Complaint to add plaintiff Shannon Lash (“Lash”) as a named plaintiff in *Bartlett I*.
- I. As relevant here, *Bartlett I*, *Bartlett II*, and *Silicani* are based on allegations that Defendant:
 - 1. Violated California Business and Professions Code § 17200 *et seq.*;
 - 2. Failed to pay overtime wages in violation of California Labor Code §§ 510 & 1198;
 - 3. Failed to pay minimum wages in violation of California Labor Code §§ 1182.12, 1194, 1197, 1197.1, & 1198;

4. Failed to provide compliant meal periods in violation of California Labor Code §§ 226.7, 512, 516, & 1198 and the applicable IWC Wage Order;
 5. Failed to provide compliant rest periods in violation of California Labor Code §§ 226.7, 512, 516, & 1198 and the applicable IWC Wage Order;
 6. Failed to provide accurate itemized wage statements and failed to maintain payroll records in violation of California Labor Code §§ 226, 1174(d), & 1198;
 7. Failed to reimburse employees for necessary business-related expenses and costs in violation of California Labor Code § 2802;
 8. Failed to provide wages when due in violation of California Labor Code §§ 201-204, 233, 246, & 248.5;
 9. Failed to pay sick pay wages in violation of California Labor Code §§ 201-203, 233, & 246;
 10. Constructively discharged Cobian in violation of public policy; and
 11. Violated the Private Attorney General Act, Cal. Labor Code §§ 2698, *et seq.* (“PAGA”).
- J. The Fourth Amended Class Action Complaint in *Bartlett I* and First Amended Complaint in *Silicani* are the operative complaint in the Action (the “Operative Complaint”).
- K. On June 13, 2025, the Court entered an order granting in part and denying in part Plaintiffs’ motion for class certification. Specifically, the court certified (i) a rounding class, consisting of all non-exempt hourly employees who worked for Defendant in California between December 4, 2016 and May 1, 2021; (ii) a regular rate class, consisting of all non-exempt, hourly paid employees known as “Crew,” “Merchants,” and “Mates” who worked for Defendant in California between March 1, 2020 and May 1, 2021 and who were paid “Thank You” pay during the same workweek that they were paid Absence Reserve, Comp Absence, or overtime pay; (iii) a derivative wage statement subclass, consisting of all non-exempt Crew, Merchants, and Mates who worked for Defendant in its California stores between December 4, 2019 and May 1, 2021 and who received at least one wage statement; and (iv) a derivative waiting time subclass, consisting of all non-exempt Crew, Merchants, and Mates who worked for Defendant in its California stores between December 4, 2017 and May 1, 2021 and whose employment ended. The court denied certification of the proposed meal period class, which would have consisted of all non-exempt employees who worked for Defendant in its California stores between December 4, 2016 and May 1, 2021 and whose time records reflected a facial meal period violation.

- L. On September 5, 2025, the Parties participated in an all-day mediation presided over by Jeffrey Fuchsman, a respected mediator of wage and hour representative and class actions. Following the mediation, each side, represented by its respective counsel, was able to agree to settle the Action based upon a mediator's proposal which was memorialized in the form of a Memorandum of Understanding. This Agreement replaces and supersedes the Memorandum of Understanding and any other agreements, understandings, or representations between the Parties.

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

III. SETTLEMENT TERMS AND CONDITIONS

- A. **Gross Settlement Amount.** Subject to the terms and conditions of this Agreement, including as outlined in Sections III.B and III.C, the Gross Settlement Amount that Defendant will pay under this Settlement is Twelve Million Four Hundred Seventy Thousand Dollars (\$12,470,000). This amount is all-inclusive of all payments contemplated in this resolution, excluding any employer-side payroll taxes on the portion of the Settlement Shares allocated to wages which shall be separately paid by Defendant to the Settlement Administrator. All of the Gross Settlement Amount will be disbursed pursuant to this Agreement without the need to submit a claim form and none of the Gross Settlement Amount will revert to Defendant.
- B. **Payments from the Gross Settlement Amount.** Subject to the terms and conditions of this Agreement, the Settlement Administrator will make the following payments out of the Gross Settlement Amount:
1. **To Plaintiffs:** In addition to the Settlement Shares to be paid to Plaintiffs, Plaintiffs will apply to the Court for an award of not more than \$10,000, each, as Class Representative Service Payments, which is a combined total of \$60,000 in Class Representative Service Payments. Defendant will not oppose Class Representative Service Payments of no more than \$10,000 for each of the Plaintiffs. The Settlement Administrator will pay the Class Representative Service Payments approved by the Court out of the Gross Settlement Amount. If the Court approves Class Representative Service Payments of less than \$10,000, for each of the Plaintiffs, the remainder will be retained in the Net Settlement Amount for distribution to Participating Class Members. Payroll tax withholding and deductions will not be taken from the Class Representative Service Payments and instead an IRS Form 1099 will be issued to each of the Plaintiffs with respect to the payments. Plaintiffs will assume full responsibility and liability for the taxes due on their Class Representative Service Payments. For Plaintiffs to receive the Class Representative Service Payments, the Plaintiffs agree to a 1542 waiver and a general release of all claims as set forth below. However, the Parties expressly exclude from the 1542 waiver and general release Carla Cobian's Individual Claims for constructive discharge, which are subject to a separate Confidential Settlement Agreement. Moreover, for Plaintiffs

Meirose and Arzate, the Parties agree that the Class Representative Service Payments requested in this paragraph are separate from, and in addition to, the Class Representative Service Payments awarded for Plaintiffs Meirose and Arzate's services related to the seating claim and trial as set forth in the Court's December 19, 2025 Order Granting Plaintiffs' Application for Common Fund Attorney Fees and Expenses and PAGA Representative Enhancement Payments.

2. **To Class Counsel:** Class Counsel will apply to the Court for an award of not more than One-Third of the Gross Settlement Amount, which is presently \$4,156,666.67 and a Class Counsel Litigation Expenses Payment of not more than \$200,000. Plaintiff and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than 16 court days prior to the Final Approval Hearing. Defendant will not oppose their request for a Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment consistent with this Agreement and approved by the Court. The Settlement Administrator will pay the amounts approved by the Court out of the Gross Settlement Amount. If the Court approves a Class Counsel Fees Payment of less than this amount, which is presently \$4,156,666.67, the remainder will be retained in the Net Settlement Amount for distribution to Participating Class Members. Payroll tax withholding and deductions, if any, will not be taken from the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment and instead one or more IRS Forms 1099 will be issued to Class Counsel with respect to those payments. The payment of Class Counsel Fees Payment shall be made 85% to Blumenthal Nordrehaug Bhowmik De Blouw LLP and 15% to Capstone Law APC. The Class Counsel Litigation Expenses shall be paid to the firm that incurred the expenses. Class Counsel will bear full responsibility and liability for the taxes due on their Class Counsel Fee Payment and Class Counsel Litigation Expenses Payment.

3. **To PAGA Members and the LWDA:**

- a. The Parties will seek approval from the Court for one PAGA Payment of \$240,000 (the "First PAGA Payment") and another Second PAGA Payment of \$470,000 (the "Second PAGA Payment") (and, collectively with the First PAGA Payment, the "PAGA Payments") out of the Gross Settlement Amount. The Settlement Administrator will pay 75% of the First PAGA Payment, which is presently \$180,000, to the LWDA and 25% of the First PAGA Payment, which is presently \$60,000, to the PAGA Members by (a) dividing the amount of the PAGA Members' 25% share of the First PAGA Payment (\$60,000) by the total number of PAGA Pay Periods worked by all PAGA Members during the First PAGA Period and (b) multiplying the result by each PAGA Member's PAGA Pay Periods during the First PAGA Period. The Settlement Administrator will pay 75% of the Second PAGA Payment, which is presently \$352,500, to the LWDA

and 25% of the Second PAGA Payment, which is presently \$117,500, to the PAGA Members by (a) dividing the amount of the PAGA Members' 25% share of the Second PAGA Payment (\$117,500) by the total number of PAGA Pay Periods worked by all PAGA Members during the Second PAGA Period and (b) multiplying the result by each PAGA Member's PAGA Pay Periods during the Second PAGA Period.

b. **PAGA Escalator Clause:** Defendant has represented that there are an estimated total of 972,601 pay periods worked by the PAGA Members during the Second PAGA Period. Defendant will provide an updated actual total of pay periods worked by the PAGA Members during the Second PAGA Period pursuant to Section E(3)(1) of this Agreement. If the number of pay periods actually worked by the PAGA Members during the Second PAGA Period exceeds 1,069,862 pay periods (10% more than the estimated 972,601 pay periods), then, at Defendant's option, either (a) the Second PAGA Payment will increase by 1% for every 1% the actual pay period count exceeds 1,069,862 pay periods; or (b) the Second PAGA Period will end on the date the actual pay period count equals 1,069,862 pay periods or less.

c. If the Court approves a First PAGA Payment and/or a Second PAGA Payment of less than that provided for in this Agreement, the remainder will be retained in the Net Settlement Amount for distribution to Participating Class Members.

d. All PAGA Members will be sent their share of the PAGA Payments and will be subject to the release of the Released PAGA Claims as set forth below, whether or not they opt out of the Settlement. One hundred percent (100%) of the PAGA Payments is in settlement of claims for penalties and not subject to wage withholdings, and shall be reported on IRS Form 1099.

4. **To the Settlement Administrator:** The Settlement Administrator will pay out of the Gross Settlement Amount the Settlement Administration Expenses. The Settlement Administration Expenses shall not exceed \$200,000 except for a showing of good cause and as approved by the Court. To the extent the Settlement Administration Expenses is less or the Court approves payment less than \$200,000, the Administrator will retain the remainder in the Net Settlement Amount for distribution to Participating Class Members.

- C. **Payments From the Net Settlement Amount.** Subject to the terms and conditions of this Agreement, the Net Settlement Amount is the amount remaining after the deductions have been made from the Gross Settlement Amount, as described in Section III.B of this Agreement. The Settlement Administrator will calculate a Settlement Share from the Net Settlement Amount for each Class Member, and provide a Settlement Share check to each Participating Class Member, as follows:

1. **Calculation.** Each Participating Class Member will be entitled, provisionally, to a share or shares of the Net Settlement Amount. The Settlement Share for each Participating Class Member will be calculated as follows: (i) Defendant shall provide the Settlement Administrator with the Workweeks worked for all Class Members during the Class Period; (ii) for all Class Members who worked as Mates during the Class Period, the Settlement Administrator will multiply the Workweeks worked by a multiplier of two (2) to determine the Workweeks worked for Mates for purposes of this Settlement; (iii) the Settlement Administrator will then divide the Workweeks worked by a Class Member during the Class Period by the aggregate total Workweeks worked by all Class Members during the Class Period to determine each Class Member's proportional share (the "Pro Rata Share"); and (iv) the Settlement Administrator shall then take each Class Member's Pro Rata Share and multiply it by the Net Settlement Amount to calculate their Settlement Share.
2. **Withholding.**
 - a. Subject to approval by the Court, 20% of each Participating Class Member's Settlement Share is in settlement of wage claims (the "Wage Portion"). Accordingly, the Wage Portion is subject to wage withholdings and shall be reported on IRS Form W-2. The Settlement Administrator shall be responsible for remitting to the tax authorities employees' share of all payroll taxes on the Wage Portion.
 - b. Subject to approval by the Court, 80% of each Participating Class Member's Settlement Share is in settlement of claims for interest, penalties, and reimbursement under California Labor Code § 2802 allegedly due to employees (collectively the "Non-Wage Portion"). The Non-Wage Portion shall not be subject to wage withholdings, and shall be reported on IRS Form 1099.
 - c. The Participating Class Members agree to hold harmless Defendant, Class Counsel, and Defendant's Counsel for any tax liability, including penalties and interest, arising out of or relating to the Participating Class Members' failure to pay taxes on any amounts paid pursuant to this Settlement.
3. **Effect of Non-Participating Class Members.** Non-Participating Class Members will receive no Settlement Share, and their Election Not to Participate in Settlement will reduce neither the Gross Settlement Amount nor the Net Settlement Amount. Their respective Settlement Shares will remain a part of the Net Settlement Amount for distribution to Participating Class Members on a *pro rata* basis relative to their Settlement Shares. Non-Participating Class Members, if they are also PAGA Members, will receive

their portions of the PAGA Payments and be deemed to have released their PAGA claims, regardless of whether they elect not to participate.

4. **Workweeks Modification and Escalator Clause.** Defendant has represented that there are an estimated total of 6,112,846 Workweeks worked by the Class Members during the Class Period. Defendant will provide an updated actual total of Workweeks worked by the Class Members during the Class Period pursuant to Section E(3)(1) of this Agreement. If the number of Workweeks actually worked by the Class Members during the Class Period exceeds 6,724,131 Workweeks (10% more than the estimated 6,112,846 Workweeks), then, at Defendant's option, either (a) the Gross Settlement Amount allocated to the Class (\$12,000,000) will increase by 1% for every 1% of the actual Workweek count exceeds 6,724,131 Workweeks; or (b) the Class Period will end on the date the actual Workweek count equals 6,724,131 Workweeks or less.

- D. **Appointment of Settlement Administrator.** After obtaining a quote from mutually acceptable and qualified settlement administrators, the Parties have mutually agreed to ask the Court to appoint Apex Class Action LLC as the qualified administrator, to serve as the Settlement Administrator, which, as a condition of appointment, will agree to be bound by this Agreement with respect to the performance of its duties and its compensation. The Settlement Administrator's duties will include preparing, printing, and mailing the Class Notice Packet to all Class Members/PAGA Members; conducting a National Change of Address search to update Class Member/PAGA Member addresses before mailing the Class Notice Packets; re-mailing Class Notice Packets that are returned to the Class Member/Aggrieved Employee's new address; setting up a toll-free telephone number to receive calls from Class Members/PAGA Members; receiving and reviewing for validity completed Elections Not to Participate in Settlement from Class Members; providing the Parties with weekly status reports about the delivery of Class Notice Packets and receipt of completed Elections Not to Participate in Settlement; calculating Settlement Shares; issuing the checks to effectuate the payments due under the Settlement; issuing the tax reports required under this Settlement; and otherwise administering the Settlement pursuant to this Agreement. The Settlement Administrator will have the authority to resolve all disputes concerning the calculation of a Participating Class Member's Settlement Share, subject to the dollar limitations and calculations set forth in this Agreement. The Settlement Administration Expenses, including the cost of printing and mailing the Class Notice Packet, will be paid out of the Gross Settlement Amount.

The Settlement Administrator shall have its own Employer Identification Number under Internal Revenue Service Form W-9 and shall use its own Employer Identification Number in calculating payroll withholdings for taxes and shall transmit the required employer's and employees' share of the withholdings to the appropriate state and federal tax authorities. The Settlement Administrator shall be responsible for remitting those taxes to the appropriate state and federal taxing

authorities, filing the required tax returns and issuing the required IRS forms to the Participating Class Members. The Settlement Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation § 468B-1.

E. **Procedure for Approving Settlement.**

1. **Defendant's Responsibilities.** Within fourteen (14) days of the full execution of this Agreement, Defendant will prepare and deliver to Class Counsel a signed Declaration disclosing all facts relevant to any actual or potential conflicts of interest with the Settlement Administrator, if any. In this Declaration, Defendant shall also aver as to the number of Class Members and the number of Workweeks for the Class during the Class Period and PAGA Members and Pay Periods during the Second PAGA Period.
2. **Plaintiffs' Responsibilities.** Plaintiffs will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under Dunk/Kullar and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Settlement Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members; and the nature and extent of any financial relationship with Plaintiffs, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiffs confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, and/or the; (v) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); and, (vi) all facts relevant to any actual or potential conflict of interest with Class Members, the Settlement Administrator.
3. **Motion for Preliminary Approval of Settlement by the Court.**
 - a. After execution of this Agreement, Plaintiffs will file a motion for preliminary approval with the Court in the Coordinated Action for

an order giving preliminary approval of the Settlement, setting a date for the Final Approval Hearing, and approving the Class Notice (the “Motion for Preliminary Approval”). Any disagreement among the Parties concerning the Class Notice, the proposed orders, or other documents necessary to implement the Settlement will be referred to the mediator for resolution.

- b. At the hearing on the Motion for Preliminary Approval, the Parties will jointly appear, support the granting of the motion, and submit an Order Granting Preliminary Approval of the Settlement substantially in the form evidenced by **Exhibit B** to this Agreement and incorporated by reference into this Agreement.
 - c. Should the Court decline to preliminarily approve material aspects of the Settlement (including but not limited to the scope of release to be granted by Participating Class Members, the binding effect of the Settlement on Participating Class Members, or the Gross Settlement Amount (regardless of the amount of the change)), or order material changes to the Settlement to which the Parties do not agree, the Parties shall work together in good faith to address any concerns raised by the Court and propose a revised Settlement for the Court’s approval. If the Parties are unable to reach an agreement on a revised Settlement, then either Party will have the right to void the Settlement, which the Party must do by giving written notice to the other Party, the reviewing court, and the Court not later than thirty (30) days after the Court’s order declining to preliminarily approve material aspects of the Settlement or requiring material changes to the Settlement. An order awarding less than what was sought for the Class Representative Service Payment, the Class Counsel Fees Payment, or the Class Counsel Litigation Expenses Payment will not be a material modification of the Settlement.
4. **Notice to LWDA.** Plaintiff shall timely submit to the LWDA a file-stamped copy of the Complaint and any amended Complaint, this Agreement, the Judgment in this Action, and a copy of any other order providing for or denying an award of civil penalties, in compliance with California Labor Code § 2699(s).
5. **Notice to Class Members.** After the Court enters an Order Granting Preliminary Approval of the Settlement, every Class Member will be sent the Class Notice Packet (which will include the Class Notice completed to reflect the Order Granting Preliminary Approval of the Settlement and showing the Class Member’s Settlement Share) as follows:
- a. No later than twenty-one (21) days after the Court enters an Order Granting Preliminary Approval of the Settlement, Defendant will

provide to the Settlement Administrator an electronic database or file containing the Class and PAGA Data, in the form of a Microsoft Excel spreadsheet. Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class and PAGA Data omitted Class Member and PAGA Member identifying information and provide corrected or updated Class and PAGA Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Class and PAGA Data to the Settlement Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.. This information will otherwise remain confidential and will not be disclosed to anyone, except as required to applicable taxing authorities, in order to carry out the reasonable efforts described in Section III.E.3, or pursuant to Defendant's express written authorization or by order of the Court. All Class and PAGA Data, in whole or in part, will be used for settlement notification and settlement administration and shall not be used for any other purpose by Class Counsel. This provision shall not be construed to impede Class Counsel's ability to discharge their fiduciary duties to the Class, and if additional disclosures are necessary, Class Counsel will obtain written authorization of Defendant and/or an order from the Court.

- b. Upon receiving the Class and PAGA Data, the Settlement Administrator shall update the Class and PAGA Data using the National Change of Address database prior to mailing the Class Notice Packets. Using best efforts to mail it as soon as possible, and in no event later than fourteen (14) days after receiving the Class and PAGA Data, the Settlement Administrator will mail the Class Notice Packets to all Class Members/PAGA Members via first-class regular U.S. Mail using the mailing address information provided by Defendant, unless modified by any updated address information that the Settlement Administrator obtains in the course of administration of the Settlement.
- c. If a Class Notice Packet is returned because of an incorrect address, the Settlement Administrator will promptly, and not longer than seven (7) days from receipt of the returned packet, search for a more current address for the Class Member/PAGA Member and re-mail the Class Notice Packet to the Class Member/PAGA Member. The Settlement Administrator will use the Class and PAGA Data and otherwise work with Defendant to find a more current address. The Settlement Administrator will be responsible for taking reasonable steps, consistent with its agreed-upon job parameters, Court orders, and fee, as agreed to with Class Counsel and according to the following deadlines, to trace the mailing address of any Class

Member for whom a Class Notice Packet is returned by the U.S. Postal Service as undeliverable. These reasonable steps shall include, at a minimum, the tracking of all undelivered mail; performing address searches for all mail returned without a forwarding address using available email addresses, phone numbers, social security numbers, credit reports, LinkedIn, and Facebook; and promptly re-mailing to Class Members/PAGA Member for whom new addresses are found. If the Class Notice Packet is re-mailed, the response date for written objections, disputes and opt-outs will be extended an additional fourteen (14) days, and the Settlement Administrator will note for its own records and notify Class Counsel and Defendant's Counsel of the date and address of each such re-mailing as part of a weekly status report provided to the Parties.

- d. As part of its weekly status report, the Settlement Administrator will inform Class Counsel and Defendant's Counsel of the number of Elections Not to Participate in Settlement it receives (including the numbers of valid and deficient Elections Not to Participate in Settlement), and number of objections received.
- e. Not later than ten (10) days before the date by which the Plaintiffs file the Motion for Final Approval, the Settlement Administrator will provide the Parties for filing with the Court a declaration of due diligence setting forth its compliance with its obligations under this Agreement and detailing the Elections Not to Participate in Settlement it received (including the numbers of valid and deficient Elections Not to Participate in Settlement) and objections received. Prior to the Final Approval Hearing, the Settlement Administrator will supplement its declaration of due diligence if any material changes occur from the date of the filing of its prior declaration.

6. **Objections to Settlement; Disputes as to Workweeks and PAGA Pay Periods; Elections Not to Participate in Settlement.**

- a. **Objections to Settlement.** The Class Notice will provide that only Participating Class Members who wish to object to the Settlement, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and/or the Class Representative Service Payments may object to the proposed Settlement, either in writing, orally at the Final Approval Hearing, or both. Objections in writing must be submitted to the Settlement Administrator, postmarked not later than sixty (60) days after the Settlement Administrator mails the Class Notice Packets. Written objections must set forth the grounds for the objection(s) and comply with the instructions in the Class Notice. If a Class Notice Packet is re-mailed, the response date for written objections will be extended an additional fifteen (15) days.

Class Members shall be entitled to be heard at the Final Approval Hearing (whether individually or through separate counsel) to orally object to the Settlement, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payments, and or the PAGA Payments. Non-Participating Class Members have no right to object to any of the class action components of the Settlement. If a Class Member submits both a Request for Exclusion and an objection, only the Request for Exclusion will be accepted and the objection will be void.

- b. **Disputes as to Workweeks and PAGA Pay Periods.** Each Class Member shall also have sixty (60) days after the Settlement Administrator mails the Class Notice Packets in which to dispute the Workweeks and/or PAGA Periods the Class Notice allocates to them during the Class Period. Any notice of dispute shall be directed to the Settlement Administrator. Any dispute as to this allocation shall be resolved by the Settlement Administrator, with input and assistance from Defendant's Counsel, where applicable. If a Class Notice Packet is re-mailed, the response date for disputes will be extended an additional fifteen (15) days.
- c. **Election Not to Participate in Settlement.** The Class Notice also will provide that Class Members who wish to exclude themselves from the Settlement must mail to the Settlement Administrator postmarked not later than sixty (60) days after the Settlement Administrator mails the Class Notice Packets, a signed Election Not to Participate in Settlement. If a Class Notice Packet is re-mailed, the response date for Elections Not to Participate in Settlement will be extended an additional fifteen (15) days. To be valid, an Election Not to Participate in Settlement must be timely and must comply with the instructions in the Class Notice. If a question is raised about the authenticity of a signed Election Not to Participate in Settlement, the Settlement Administrator will have the right to demand additional proof of the Class Member's identity. A Non-Participating Class Member will not participate in or be bound by the Settlement and the Judgment, except that, if he or she is also an PAGA Member, he or she will still be paid his or her allocation of the PAGA Payments and will remain bound by the release of the Released PAGA Claims regardless of his or her Election Not to Participate in Settlement. Defendant will remain free to contest any claim brought by any Class Member that would have been barred by this Agreement, and nothing in this Agreement will constitute or be construed as a waiver of any defense Defendant had or could assert against such a claim. A Class Member who does not complete and mail a timely Election Not to Participate in Settlement in the manner and by the deadline specified above and in the Class Notice will

automatically become a Participating Class Member and will be bound by all terms and conditions of the Settlement, including the Released Class Claims by the Class, if the Settlement is approved by the Court, and by the Judgment, regardless of whether he or she has objected to the Settlement. Persons who submit an Election Not to Participate in Settlement shall not be permitted to file objections to the Settlement or appear at the Final Approval Hearing to voice any objections to the Settlement.

All Participating Class Members who do not submit a valid and timely Election Not to Participate in Settlement will receive a Settlement Share, without the need to file a claim form, and will be bound by all of the terms of the Settlement, including without limitation, the release of the Released Class Claims by the Participating Class Members set forth in this Agreement.

- d. **Report.** Not later than twenty-one (21) days after the deadline for submission of Elections Not to Participate in Settlement, the Settlement Administrator will provide Class Counsel and Defendant's Counsel with a complete and accurate list of all Participating Class Members and all Non-Participating Class Members.

- 7. **Right of Defendant to Reject Settlement.** If the number of Class Members who timely submit valid Elections Not to Participate in Settlement exceeds five percent (5%) of the Class, Defendant, at its sole discretion, shall have the right but not the obligation to revoke the Settlement. Defendant shall exercise its revocation rights, if at all, within fourteen (14) days of the deadline for submission of Elections Not to Participate in Settlement by providing written notice to Class Counsel. If Defendant exercises its revocation rights, the Parties will have no further obligations under the Settlement, including any obligation by Defendant to pay the Gross Settlement Amount, or any amounts that otherwise would have been owed under this Agreement, except that Defendant will pay the Settlement Administration Expenses incurred as of the date that Defendant exercises the right to void the Settlement.
- 8. **No Solicitation.** The Parties and their respective counsel represent that neither the Parties nor their respective counsel have or will solicit or otherwise encourage directly or indirectly any Class Member to object to the Settlement, appeal from the Judgment, or elect not to participate in the Settlement.
- 9. **Additional Briefing and Final Approval.**

- a. Not later than sixteen (16) court days before the Final Approval Hearing, the Plaintiffs will file with the Court a motion for final approval of the Settlement, the PAGA Payment, and payment of the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payments, and Settlement Administration Expenses (the “Motion for Final Approval”).
- b. If any opposition is filed to the Motion for Final Approval, then not later than five (5) court days before the Final Approval Hearing, both Parties may file a reply in support of the Motion for Final Approval.
- c. If the Court does not grant final approval of the Settlement or grants final approval conditioned on any material change to the Settlement (including but not limited to the scope of release to be granted by Participating Class Members, the binding effect of the Settlement on Participating Class Members, or the Gross Settlement Amount (regardless of the amount of the change)), then the Parties shall work together in good faith to address any concerns raised by the Court and propose a revised Settlement for the Court’s approval. If the Parties are unable to reach an agreement on a revised Settlement, then either Party will have the right to void the Settlement, which the Party must do by giving written notice to the other Party, the reviewing court, and the Court not later than thirty (30) days after the Court’s order declining to grant final approval or granting final approval conditioned on a material change to the Settlement. However, an award by the Court of a lesser amount than that sought by Plaintiffs and Class Counsel for the PAGA Payment, Class Representative Service Payments, the Class Counsel Fees Payment, or the Class Counsel Litigation Expenses Payment, will not constitute a material modification to the Settlement within the meaning of this paragraph and will not require modification of the Settlement other than reallocation of the Gross Settlement Amount consistent with the terms of this Agreement.
- d. Upon final approval of the Settlement by the Court at or after the Final Approval Hearing, the Parties will present for the Court’s approval and entry the Judgment substantially in the form attached hereto as **Exhibit C**. After entry of the Judgment, the Court will have continuing jurisdiction over the Action and the Settlement solely for purposes of (i) enforcing this Agreement, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as may be appropriate under court rules or applicable law.

10. **Waiver of Right to Appeal.** Provided that the Judgment is consistent with the material terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment set forth in this Settlement, Plaintiffs and Participating Class Members who did not timely submit an objection to the Settlement, Defendant, and their respective counsel hereby waive any and all rights to appeal from the Judgment, including all rights to any post-judgment proceeding and appellate proceeding, such as, but not limited to, a motion to vacate judgment, a motion for new trial, and any extraordinary writ. The waiver of appeal does not include any waiver of the right to oppose any appeal, appellate proceedings or post-Judgment proceedings. If an appeal is taken from the Judgment, the time for consummation of the Settlement (including making payments under the Settlement) will be suspended until such time as the appeal is finally resolved and the Judgment becomes final.
11. **The Effective Date.** This Agreement shall become final and effective (the “Effective Date”) on the occurrence of all of the following events described in Section III.E.9.a-d.
- a. Entry of the Preliminary Approval of the Settlement as discussed in Section I.CC. and appointment of a Settlement Administrator as discussed in Section III.D.
 - b. Class Counsel shall file, at or before the Final Approval Hearing, a declaration from the Settlement Administrator:
 - (i) Certifying that the Class Notice to each Class Member was sent in accordance with Section III.E.5;
 - (ii) Setting out the number of Class Notices that were returned as undeliverable, and any efforts under Section III.E.5.c with regard to same; and
 - (iii) Delineating the number of Class Members who submitted timely Elections Not to Participate in Settlement, and providing participation metrics measured by Workweeks.
 - c. Entry of Judgment as discussed in Section I.R.
 - d. The occurrence of the “Effective Date of Judgment,” which shall be deemed the last to occur of the following:
 - (i) If an appeal or other review is not sought from the Judgment, sixty-five (65) calendar days after entry of Judgment;

- (ii) If an appeal or other review is sought from the Judgment by a Participating Class Member, the day after the trial court's judgment is affirmed or the appeal or other review is dismissed or denied, and the judgment is no longer subject to judicial review or other challenge.

12. **Vacating, Reversal, or Material Modification of Judgment on Appeal or Review.** If, after a notice of appeal, a petition for review, or a petition for *certiorari*, or any other motion, petition, or application, the reviewing court vacates, reverses, or modifies the Judgment such that there is a material modification to the Settlement (including but not limited to the scope of release to be granted by Participating Class Members, the binding effect of the Settlement on Participating Class Members, or the Gross Settlement Amount (regardless of the amount of the change)), and that court's decision is not completely reversed and the Judgment is not fully affirmed on review by a higher court, then the Parties shall work together in good faith to address any concerns raised by the reviewing court and propose a revised Settlement for the approval of the Court not later than fourteen (14) days after the reviewing court's decision vacating, reversing, or materially modifying the Judgment becomes final. If the Parties are unable to reach an agreement on a revised Settlement, then either Party will have the right to void the Settlement, which the Party must do by giving written notice to the other Party, the reviewing court, and the Court not later than thirty (30) days after the reviewing court's decision vacating, reversing, or materially modifying the Judgment becomes final. A vacation, reversal, or modification of the Court's award of the Class Representative Service Payments or the Class Counsel Fees Payment or Class Counsel Litigation Expenses Payment will not constitute a vacation, reversal, or material modification of the Judgment within the meaning of this paragraph, provided that Defendant's obligation to make payments under this Settlement will remain limited by the Gross Settlement Amount.
13. **Timing of Settlement Funding and Provision of Settlement Shares and Other Payments.** Defendant shall fund the Gross Settlement Amount by depositing the money with the Settlement Administrator. Defendant shall fund the Gross Settlement Amount and the amount necessary to pay Defendant's share of payroll taxes within fourteen (14) days of the Effective Date. Within fourteen (14) days after Defendant funds the Gross Settlement Amount, the Settlement Administrator will make payment of all Settlement Shares to Participating Class Members, as well as payment of Settlement Administration Expenses, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, the Class Representative Service Payments and the PAGA Payment in accordance with this Agreement. Envelopes with funds to Class Members shall be labeled so as to notify them that the contents are related to this action.

14. **Uncashed Settlement Share Checks.** The face of each Settlement Share check shall clearly state that it must be cashed within one-hundred-and-eighty (180) days after it is mailed to him or her. A Participating Class Member must cash his or her Settlement Share check within one-hundred-and-eighty (180) days after it is mailed to him or her. If a Participating Class Member's Settlement Share check is not cashed within one-hundred-and-twenty (120) days after its last mailing to the Participating Class Member, the Settlement Administrator will also send the affected Participating Class Member a notice informing him or her that unless the check is cashed in the next sixty (60) days, it will expire and become non-negotiable, and offer to replace the check if it was lost or misplaced but not cashed. If the check remains uncashed by the expiration of the sixty (60) day period after this notice, the funds from such uncashed checks will be paid to the California State Controller's Unclaimed Property Fund in the name of the Participating Class Member, and the Participating Class Member shall remain bound by the Settlement. The Parties agree that this disposition results in no "unpaid residue" within the meaning of California Code of Civil Procedure § 384, as the entire Net Settlement Amount will be paid out to Participating Class Members, whether or not they all cash their Settlement Share checks.
15. **Final Report by Settlement Administrator to Court.** Within ten (10) days after final disbursement of all funds from the Gross Settlement Amount, the Settlement Administrator will provide the Parties with a declaration proving a final report on the disbursements of all funds from the Gross Settlement Amount.

F. Release and Waiver of Claims.

1. **Plaintiffs.** In consideration of his or her awarded Class Representative Service Payment, Settlement Share, and the other terms and conditions of the Settlement, each Plaintiff, on behalf of himself or herself and his or her current, former and future heirs, spouses, executors, administrators, agents, and attorneys, hereby fully and finally release and discharge the Released Parties from all known and unknown claims he or she has or may have against the Released Parties, of every nature and description whatsoever, up to the Effective Date. This general release of claims includes but is not limited to any and all known or unknown contract, tort, statutory, common law, constitutional, wage and hour, discrimination, public policy, retaliation, wrongful discharge and other claims of any type whatsoever, to the fullest extent such claims are releasable by law, arising out of each Plaintiff's employment with Defendant (collectively, "Plaintiffs' Released Claims"). This waiver and general release is to be construed consistently with California Civil Code § 1668. Notwithstanding the foregoing, this waiver and general release of claims does not extend to any rights that as a matter of law cannot be waived and released by private agreement. The

Plaintiffs' Released Claims include all such respective claims, whether known or unknown. Thus, even if a Plaintiff discovers facts and/or claims in addition to or different from those that they now know or believe to be true with respect to the subject matter of Plaintiffs' Released Claims, those claims will remain released and forever barred. Therefore, with respect to Plaintiffs' Released Claims, each Plaintiff expressly waives and relinquishes the provisions, rights and benefits of California Civil Code § 1542, which reads:

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

However, "Plaintiffs' Released Claims" expressly exclude Carla Cobian's Individual Claims for constructive discharge, which are subject to a separate Confidential Settlement Agreement.

2. **Participating Class Members.** In consideration of his or her Settlement Share, and the other terms and conditions of the Settlement, each Participating Class Member, on behalf of himself or herself and his or her current, former and future heirs, executors, administrators, agents, and attorneys, releases and discharges the Released Parties from any and all known and unknown claims under applicable state, local, and federal law that were or could have been asserted in any complaints or any amended complaints based on or reasonably related to the same facts alleged in the Operative Complaint which occurred during the Class Period during employment as a Class Member, excluding seating claims alleged in the *Silicani* matter, including any and all claims for unpaid minimum wages, unpaid overtime, the failure to provide compliant meal periods, the failure to provide compliant rest periods, non-compliant wage statements, unpaid sick leave, unreimbursed expenses, and the failure to timely pay wages during employment and upon termination, (collectively, "Released Class Claims"). Except as expressly set forth in this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

However, “Participating Class Members’ Released Claims” expressly exclude Carla Cobian’s Individual Claims for constructive discharge, which are subject to a separate Confidential Settlement Agreement.

3. **PAGA Members.** In consideration of his or her share of the PAGA Payments, and the other terms and conditions of this Settlement, each PAGA Member, on behalf of himself or herself and his or her current, former and future heirs, executors, administrators, agents, and attorneys, releases and discharges the Released Parties from all claims for PAGA penalties that were alleged or reasonably could have been alleged based on the facts alleged in the Operative Complaint and in the PAGA Notices submitted by Plaintiffs to the LWDA on September 20, 2019, December 3, 2020, and February 16, 2021, which occurred during the First PAGA Period and the Second PAGA Period during employment as a PAGA Member excluding seating claims alleged in the *Silicani* matter on September 20, 2019, December 3, 2020, and February 16, 2021 (collectively, “Released PAGA Claims”). The PAGA Members will release the PAGA claims described herein and receive a portion of the PAGA Payments regardless of whether they opt out of the Class. For the avoidance of doubt, the PAGA Members’ Released Claims does not include the claim brought in *Silicani* for the alleged failure to provide suitable seats at the checkstands or demo stations in violation of California Labor Code § 1198 and Wage Order 7-2001 § 14.
4. **Limited Waiver of California Civil Code Section 1542.** The waiver contained in this Section III.F.4 is not intended to expand the nature of the claims released by the Participating Class Members and PAGA Members beyond the Released Class Claims set out in Section III.F.2 and the Release PAGA Claims set out in Section III.F.3 but rather is intended to ensure that the releases are fully enforceable and are not impeded by Section 1542. With that understanding, all Participating Class Members and PAGA Members, and the State of California, intend and/or are deemed to intend that this Agreement should be effective as a bar to any and all of the claims released by Section III.F.2 and Section III.F.3. In furtherance of this intention, all Participating Class Members and PAGA Members and the State of California expressly waive any and all rights or benefits conferred on them by the provisions of Section 1542 of the California Civil Code with respect to the Released Class Claims and the Released PAGA Claims. Section 1542 provides as follows:

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

**MATERIALLY AFFECTED HIS OR HER SETTLEMENT
WITH THE DEBTOR OR RELEASED PARTY.**

All Participating Class Members and PAGA Members and the State of California understand fully the statutory language of Civil Code § 1542, and, with this understanding, specifically waive all rights they may have under California Civil Code § 1542 with regard to the Released Class Claims and the Released PAGA Claims only. The Participating Class Members and PAGA Members and the State of California understand that, if any of the facts relating in any manner to the Operative Complaint, or to the release and dismissal of claims as provided in this Agreement, are hereafter found to be other than or different from the facts now believed to be true, they have expressly accepted and assumed that risk and agree that this Agreement and the release of claims contained herein shall nevertheless remain effective. The Participating Class Members and PAGA Members and the State of California desire and intend, or are deemed to desire and intend, that this Agreement shall be given full force and effect according to each and all of its express terms and provisions, including those relating to unknown and unsuspected claims, if any, as well as those relating to the claims referred to above.

5. **Class Counsel.** In consideration of their awarded Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment, Class Counsel and any counsel associated with Class Counsel hereby fully and finally release the Released Parties of any and all claims to any further attorneys' fees and expenses in connection with the Action.
- G. **Limitation on Public Statements About Settlement.** Neither Class Counsel nor Defendant's Counsel shall publicize the Settlement prior to the Court granting preliminary approval, except that the Parties may file required documents with the Court. Plaintiffs, Class Counsel, Defendant, and Defendant's Counsel agree that they will not issue any press releases or initiate any contact with the media about the fact, amount, or terms of the Settlement. If Plaintiffs, Class Counsel, Defendant, or Defendant's Counsel receives an inquiry about the Settlement from the media, they may respond only after the Motion for Preliminary Approval has been filed and only by confirming the accurate terms of the Settlement, except that Defendant may also provide a statement that is pre-approved by Class Counsel. This provision shall not prohibit Class Counsel from communicating with Class Members after preliminary approval is granted for the sole purpose of administering the Settlement. This provision also does not limit Class Counsel from complying with ethical obligations or from posting court-filed documents on their website for viewing by Class Members after preliminary approval. Nothing in this provision shall prevent Defendant or Plaintiffs from making any required disclosures.

H. **Amended Judgment.** If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit a proposed amended judgment.

I. **Miscellaneous Terms.**

1. **Amendment to Complaint.** Upon the execution of this Agreement by all Parties hereto, the Parties shall stipulate to amend the complaint in *Bartlett I* to add Shannon Lash as a named Plaintiff. The Complaint shall not be amended in any other respect. Defendant shall stipulate to this amendment, solely for the purpose of this Settlement, and agree not to file any motions or other pleadings attacking the amended Complaint, including a notice of removal, provided the amended Complaint is only amended to add Shannon Lash as a named Plaintiff.

2. **No Admission of Liability or Class Certification for Other Purposes.**

a. Defendant and the Released Parties maintain that they complied with the law in every respect, including by properly paying Class Members and PAGA Members all legally required compensation, and that their policies complied with all applicable laws. Defendant and the Released Parties further maintain that a class should not be certified but for purposes of the Settlement. This Agreement is entered into solely for the purpose of compromising highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission of liability or wrongdoing by Defendant or the Released Parties, or an admission by Plaintiffs that any of the claims were non-meritorious or any defense asserted by Defendant were meritorious. This Settlement and the fact that Plaintiffs and Defendant were willing to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (other than solely in connection with effectuating the Settlement pursuant to this Agreement). Nothing in this Agreement shall be construed as an admission by Defendant of any liability or wrongdoing as to Plaintiffs, Class Members, or any other person, and Defendant specifically disclaims any such liability or wrongdoing. Moreover, it is not, and it should not be construed as, any admission of fact or law in this matter or any other matter that a class action is appropriate. The Parties have entered into this settlement with the intention of avoiding further disputes and litigation with the attendant inconvenience, expenses and risks. Nothing in this Agreement shall be construed as an admission by Plaintiffs that Plaintiffs' claims do not have merit or that a class action is inappropriate.

- b. Whether or not the Judgment becomes final, neither the Settlement, this Agreement, any document, statement, proceeding or conduct related to the Settlement or the Agreement, nor any reports or accounting of those matters, will be (i) construed as, offered or admitted in evidence as, received as, or deemed to be evidence for any purpose adverse to Plaintiffs or Defendant or any of the Released Parties, including, but not limited to, evidence of a presumption, concession, indication or admission by any of the Released Parties of any liability, fault, wrongdoing, omission, concession or damage; or (ii) disclosed, referred to or offered in evidence against any of the Released Parties, in any further proceeding in the Action, or any other civil, criminal or administrative action or proceeding except for purposes of effectuating the Settlement pursuant to this Agreement.
 - c. This section and all other provisions of this Agreement notwithstanding, any and all provisions of this Agreement may only be admitted in evidence and otherwise used in any and all proceedings for the limited purpose of enforcing any or all terms of this Agreement or defending any claims released or barred by this Agreement.
- 3. **Integrated Agreement.** After this Agreement is signed and delivered by all Parties and their counsel, this Agreement and its exhibits will constitute the entire agreement between the Parties relating to the Settlement, and it will then be deemed that no oral representations, warranties, covenants, or inducements have been made to any Party concerning this Agreement or its exhibits other than the representations, warranties, covenants, and inducements expressly stated in this Agreement and its exhibits.
- 4. **Attorney Authorization.** Class Counsel and Defendant's Counsel warrant and represent that they are authorized by Plaintiffs and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Agreement including any amendments to this Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to effect the implementation of the Settlement. In the event the Parties are unable to reach agreement on the form or content of any document needed to implement the Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of this Agreement, the Parties will seek the assistance of the mediator for resolution.
- 5. **No Prior Assignments.** The Parties represent, covenant and warrant that they have not directly or indirectly assigned, transferred, encumbered or purported to assign, transfer, or encumber to any person or entity and

portion of any liability, claim, demand, action, cause of action, or right released and discharged in this Settlement.

6. **No Tax Advice.** Neither Class Counsel nor Defendant's Counsel intend anything contained in this Settlement to constitute advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
7. **Modification of Agreement.** This Agreement, and any and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their successors-in-interest.
8. **Effect of Termination of Agreement.** If this Agreement is terminated for any reason, this Agreement shall not be deemed to prejudice in any way the positions of the Parties with respect to the Action; the litigation will be returned to the status quo ante without prejudice to Defendant's right to seek, or Plaintiffs' right to oppose, a motion for summary judgment and/or adjudication, a motion to decertify the classes and/or to modify the class definitions, and a motion to bifurcate.
9. **Agreement Binding on Successors.** This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
10. **Applicable Law.** All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the laws of the State of California, without regard to conflict of law principles.
11. **Cooperation in Drafting.** The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
12. **Fair Settlement.** The Parties and their respective counsel believe and warrant that this Agreement reflects a fair, reasonable, and adequate settlement of the Action and have arrived at this Agreement through arms-length negotiations, taking into account all relevant factors, current and potential.
13. **Use and Return of Documents and Data.** All originals, copies, and summaries of documents and data provided to Class Counsel by Defendant in connection with the mediation or other settlement negotiations in this matter may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule. Within sixty (60) days after the Effective Date and upon written request by Defendant, Class Counsel will

return or destroy and confirm in writing to Defendant the destruction of all such documents and data.

14. **Headings.** The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
15. **Calendar Days.** Unless otherwise noted, all reference to “days” in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.
16. **Notice.** All notices, demands or other communications given under this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, addressed as follows:

To Plaintiffs and the Class:

Norman B. Blumenthal
Kyle R. Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
2255 Calle Clara
La Jolla, CA 92037
Tel.: (858) 551-1223
Fax: (858) 551-1232
E-Mail: norm@bamlawca.com
kyle@bamlawca.com

Robert Drexler
Jonathan Lee
Capstone Law APC
1875 Century Park East, Suite 1860
Los Angeles, CA 90067
Tel.: (310) 556-4811
Fax: (310) 943-0396
E-Mail: Robert.Drexler@CapstoneLawyers.com
Jonathan.Lee@CapstoneLawyers.com

To Defendant:

Dawn Sestito
Marni B. Robinow
Allison Bader
O’Melveny & Myers LLP
400 South Hope Street, 18th Floor
Los Angeles, CA 90071-2899

Tel.: (213) 430-6000
Fax: (213) 430-6407
E-Mail: dsestito@omm.com
mrobinow@omm.com

17. **Execution in Counterparts.** This Agreement may be executed in one or more counterparts by facsimile, electronically (e.g., DocuSign) or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument provided that counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.
18. **Stay of Litigation.** The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that, upon the signing of this Agreement, pursuant to California Code of Civil Procedure § 583.330, the date to bring a case to trial is extended under California Code of Civil Procedure § 583.310 for the entire period of this settlement process from the mediation with the Jeffrey Fuchsman on September 5, 2025 until the earlier of the Effective Date or the date this Agreement shall not longer be of any force or effect.
19. **Continuing Jurisdiction.** The Court shall retain continuing jurisdiction over the Action under California Code of Civil Procedure § 664.6 to ensure the continuing implementation of this Agreement and enforcement of the Settlement until performance in full of the terms of this Settlement. After the entry of the Judgment, the parties may by written agreement effect such amendments, modifications or expansions of this Agreement without further notice to the LWDA, Class Members, and PAGA Member, and without notice to or the approval by the Court if such changes are consistent with the Court's Judgment and do not materially alter any rights hereunder.

IV. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: 02/16/2026 

gregory bartlett (Feb 16, 2026 16:02:01 MST)
Plaintiff Gregory Bartlett

Dated: 02/17/2026 

Cassandra Vaglienty (Feb 17, 2026 12:22:45 PST)
Plaintiff Cassandra Vaglienty

Dated: 02/16/2026 

Carla Cobian (Feb 16, 2026 22:42:28 PST)
Plaintiff Carla Cobian

Dated: _____

Plaintiff Randy Meirose

Dated: _____

Plaintiff Antonio Arzate

Dated: 02/16/2026 

Shannon Lash (Feb 16, 2026 16:21:49 PST)
Plaintiff Shannon Lash

Dated: _____

Kathryn Cahan, EVP & General Counsel
For Defendant Trader Joe's Company

Dated: 2/18/26 

Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorney for Plaintiffs Gregory Bartlett, Cassandra Vaglienty,
Carla Cobian, and Shannon Lash

IV. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

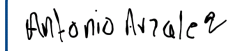
Dated: _____
Plaintiff Gregory Bartlett

Dated: _____
Plaintiff Cassandra Vaglienty

Dated: _____
Plaintiff Carla Cobian

Dated: 2/18/2026
DocuSigned by:

2FF6405970634DB...
Plaintiff Randy Meirose

Dated: 2/18/2026
DocuSigned by:

1865348925CA48B...
Plaintiff Antonio Arzate

Dated: _____
Plaintiff Shannon Lash

Dated: _____
Kathryn Cahan, EVP & General Counsel
For Defendant Trader Joe's Company

Dated: _____
Aparajit Bhowmik
Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorney for Plaintiffs Gregory Bartlett, Cassandra Vaglienty,
Carla Cobian, and Shannon Lash

IV. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: _____
Plaintiff Gregory Bartlett

Dated: _____
Plaintiff Cassandra Vaglienty

Dated: _____
Plaintiff Carla Cobian

Dated: _____
Plaintiff Randy Meirose

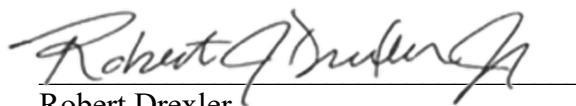
Dated: _____
Plaintiff Antonio Arzate

Dated: _____
Plaintiff Shannon Lash

Dated: 2/16/26 
Kathryn Cahan, EVP & General Counsel
For Defendant Trader Joe's Company

Dated: _____
Aparajit Bhowmik
Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorney for Plaintiffs Gregory Bartlett, Cassandra Vaglienty,
Carla Cobian, and Shannon Lash

Dated: 2/17/26 _____



Robert Drexler
Capstone Law APC
Attorney for Plaintiffs Randy Meirose and Antonio Arzate

Dated: _____

Dawn Sestito
O'Melveny & Myers LLP
Attorney for Defendant Trader Joe's Company

Dated: _____

Robert Drexler
Capstone Law APC
Attorney for Plaintiffs Randy Meirose and Antonio Arzate

Dated: 2/16/2026



Dawn Sestito
O'Melveny & Myers LLP
Attorney for Defendant Trader Joe's Company

EXHIBIT A

[NOTICE OF PROPOSED SETTLEMENT OF CLASS ACTION AND HEARING DATE FOR
FINAL COURT APPROVAL]

EXHIBIT A

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN MATEO**

TRADER JOE’S WAGE AND HOUR
CASES

Coordination Proceeding Special Title
(Cal. R. Ct. 3.550)

Case No. JCCP 5196

NOTICE OF PROPOSED CLASS AND
PAGA ACTION SETTLEMENT AND
FINAL APPROVAL HEARING

**YOU ARE RECEIVING THIS NOTICE BECAUSE YOU WORKED FOR TRADER
JOE’S AS A CREW, MERCHANT, OR MATE IN CALIFORNIA BETWEEN
DECEMBER 4, 2016 AND MARCH 31, 2024 AND ARE COVERED BY A CLASS AND
PAGA SETTLEMENT.**

A California court authorized this notice. This is not a solicitation from a lawyer.

YOU MAY BE ENTITLED TO THREE PAYMENTS UNDER THIS SETTLEMENT.

**IF YOU ARE A MEMBER OF THE CLASS, YOU WILL BE ENTITLED TO ONE
PAYMENT AND WILL BE BOUND BY THIS SETTLEMENT. YOUR RIGHTS WILL
BE AFFECTED BY THIS LITIGATION UNLESS YOU EXCLUDE YOURSELF FROM
THE CLASS AS EXPLAINED BELOW.**

**IF YOU ARE A MEMBER OF THE PAGA GROUP, YOU ARE ENTITLED TO
ADDITIONAL PAYMENT AND WILL BE BOUND BY THIS SETTLEMENT.**

**PLEASE READ THIS NOTICE CAREFULLY. YOUR LEGAL RIGHTS MAY BE
AFFECTED WHETHER YOU ACT OR DON’T ACT.**

Based on Trader Joe’s records, and the Parties’ current assumptions, **your Class
payment (“Settlement Share”) is estimated to be <<\$_____>> (less withholding),
and your share of the PAGA penalties (“Individual PAGA Payment”) is estimated to <<be
\$_____>>.** The actual amount you may receive likely will be different and will
depend on a number of factors.

The above estimates are based on Trader Joe’s records showing that **you worked
<<_____>> Workweeks** during the Class Period and **you worked <<_____>> pay
periods** during the First PAGA Period and **<<_____>> pay periods** during the Second PAGA
Period. If you believe that you worked more workweeks and/or pay periods during either period,

you can submit a challenge by the deadline date. See Section 4.C of this Notice below.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
Do Nothing	If you do nothing, you will receive up to three payments (a Class payment, a First PAGA payment, and a Second PAGA payment) in a single check. For further information on your entitlement to a Class payment, a First PAGA payment, and a Second PAGA payment (including the amounts of each payment), refer to Section 4.C on pages 4-5 below. For further information on the difference between the Class and PAGA action, refer to Section 3 on pages 3-4 below.
Exclude Yourself	If you want to exclude yourself from the Class Settlement, you must write a request to the Settlement Administrator to opt out. If you exclude yourself from the Class Settlement, you will not receive a Class payment and you cannot object to the Settlement. For further information on how to exclude yourself from the Class Settlement, refer to Section 5.A on page 7 below. You cannot exclude yourself from the PAGA Settlement. For further information, refer to Section 5.B on page 7 below. Deadline for Exclusion Requests: .
Object	Class Members who do not opt-out (“Participating Class Members”) can object to any aspect of the proposed Settlement. If you want to object to the Settlement, you may write or speak to the Court about why you believe the Settlement is not fair or reasonable. For further information on how to object to the Settlement, refer to Section 5.C on page 8 below. Deadline to Object in Writing: . Date to Object Orally: .

**YOUR RIGHTS AND OPTIONS—AND THE DEADLINES TO EXERCISE THEM—
ARE EXPLAINED IN THIS NOTICE.**

1. WHY DID YOU RECEIVE THIS NOTICE?

This notice explains the nature of a lawsuit filed against Trader Joe’s Company (“Trader Joe’s”) in the Superior Court of the State of California, County of San Mateo, called *Trader Joe’s Wage and Hour Cases*, Case No. JCCP 5196 (the “Lawsuit”), as well as a proposed Settlement of this Lawsuit, and informs you of your legal rights under that proposed Settlement. You are receiving this notice because Trader Joe’s records show that you worked at Trader Joe’s as a non-exempt Crew, Merchant, or Mate in California (a “Qualifying Position”) during the relevant time period.

The Court authorized this notice because you have a right to know about a proposed Settlement of the Lawsuit (the “Settlement”), and about your options, before the Court decides whether to grant final approval of the Settlement. If the Court approves the Settlement, after any objections and appeals are resolved, a third-party administrator appointed by the Court will make the payments that the Settlement authorizes.

This notice explains the Lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

2. WHAT IS THIS LAWSUIT ABOUT?

The Plaintiffs who brought the Lawsuit allege that Trader Joe’s engaged in the practice of rounding time punches resulting in both underpayment and overpayment of wages to Crew Members in a Qualifying Position between December 4, 2016 and May 1, 2021. The Plaintiffs also allege that Trader Joe’s did not include all “Thank You” pay when calculating its regular rate of pay for purposes of paying AR and Comp Absence wages and overtime wages to Crew Members in a Qualifying Position between March 2020 and May 1, 2021. The Plaintiffs also allege that Trader Joe’s failed to properly pay overtime, minimum, and sick pay wages, provide compliant meal and rest periods, provide accurate itemized wage statements, provide reimbursement for necessary business-related expenses, and provide wages when due. The Lawsuit seeks unpaid wages, penalties, interest, and attorneys’ fees. Trader Joe’s maintains that it properly paid Crew Members in a Qualifying Position all legally required compensation, including “Thank You” pay it voluntarily provided them, and that its policies complied with all applicable laws. Trader Joe’s nevertheless prefers to move forward and is entering into this Settlement for purposes of efficiency and to ensure its money is spent compensating Crew Members rather than on prolonged litigation.

The Court has not formed any opinions concerning the merits of the Lawsuit, nor has the Court ruled for or against the Plaintiffs as to the merits of any of their individual claims. The sole purpose of this notice is to inform you of the Lawsuit so that you may make an informed decision as to whether you wish to remain in or exclude yourself from this class action.

3. WHAT ARE CLASS AND PAGA ACTIONS?

In a class action, one or more people called Class Representatives sue on behalf of people who they allege have similar claims. All people who the Court determines have similar claims to the Class Representatives are Class Members. Class Members do not need to do anything to be part of the class action. Once a judge decides that a case can proceed as a class action (as the judge here has done for purposes of this Settlement), all Class Members are included in the Settlement, except for those who exclude themselves (as described in Section below). The Court then resolves the issues for all Class Members together for purposes of this Settlement.

In a PAGA action, one or more people sue on behalf of the State of California and other employees who they allege have similar claims. All people who the Court determines have similar claims to the Plaintiff(s) are PAGA Members. Everyone is included by default and no one can opt out (as described in Section below). By bringing a PAGA claim, the Plaintiffs ask the Court to award penalties to PAGA Members and the State of California as an additional

amount on top of the alleged unpaid wages. Similar to a class action, one court in one legal proceeding resolves the issues for all PAGA Members.

4. SUMMARY OF THE SETTLEMENT

A. Why is there a Settlement?

The Court did not decide in favor of Plaintiffs or Trader Joe's. Plaintiffs think they would have prevailed on their claims at a trial. Trader Joe's believes Plaintiffs would not have won anything from a trial and has asserted legal and factual defenses to each claim. But there was no trial. Instead, both sides agreed to the Settlement. The Settlement reflects a voluntary resolution and allows the parties to move forward without incurring the time and expense of further litigation. Plaintiffs and Class Counsel think the Settlement is reasonable, adequate, and in the best interests of all members of the Class.

B. What does the Settlement provide?

The parties have agreed to settle this matter for the total sum of \$12,470,000 (the "Gross Settlement Amount"), which will cover Settlement payments to Class Members, Court-approved service payments to the Class Representatives in recognition of their services to the Class Members, Court-approved payment of Class Counsel's attorneys' fees and costs, certain taxes, payment pursuant to the Private Attorneys General Act of 2004 (the "PAGA Payment"), and payment of the costs of administering the Settlement.

C. How will my share of the Settlement fund be calculated?

The monetary relief provided by the Settlement is divided into three funds: the Class Fund, the First PAGA Payment, and the Second PAGA Payment. The Class Fund covers alleged unpaid wages and penalties resulting from the alleged wage and hour violations. The First PAGA Payment and the Second PAGA Payment cover additional penalties resulting from the alleged wage and hour violations.

The Settlement Administrator will first deduct from the Gross Settlement Amount any Court-ordered payments to the Class Representatives, Class Counsel, the fees and costs of administering the Settlement, and the PAGA Payment. The PAGA Payment and the remainder (the "Net Settlement Amount") will be distributed to Class Members who do not exclude themselves and PAGA Members as follows:

The Class Fund will comprise 100% of the Net Settlement Amount, and will be paid out automatically to all Class Members who are identified in Trader Joe's records as Crew Members in a Qualifying Position between December 4, 2016 and March 31, 2024. The Net Settlement Amount is estimated to be at least \$_____. The Settlement Share for each Participating Class Member will be calculated as follows: (i) Defendant shall provide the Settlement Administrator with the Workweeks worked for all Class Members during the Class Period; (ii) for all Class Members who worked as Mates during the Class Period, the Settlement Administrator will multiply the Workweeks worked by a multiplier of two (2) to determine the Workweeks worked for Mates for purposes of this Settlement; (iii) the Settlement Administrator will then divide the Workweeks worked by a Class Member during the Class Period by the

aggregate total Workweeks worked by all Class Members during the Class Period to determine each Class Member's proportional share (the "Pro Rata Share"); and (iv) the Settlement Administrator shall then take each Class Member's Pro Rata Share and multiply it by the Net Settlement Amount to calculate their Settlement Share..

Your estimated Settlement Share from the Net Settlement Amount . **This Settlement Share is based on Trader Joe's records which reflect that you worked <<____>> Workweeks during the Class Period (December 4, 2016 to March 31, 2024).** This amount is subject to change based on the number of Class Members who exclude themselves from the Settlement, and the payment is subject to applicable tax withholdings. Each Class Member's share of the Class Fund depends on the total workweeks worked while employed in a Qualifying Position during the relevant time frame.

The First PAGA Payment will comprise \$240,000, and will be paid out automatically to all PAGA Members who are identified in Trader Joe's records as Crew Members in a Qualifying Position between December 4, 2019 and March 31, 2024. The Settlement Administrator will pay 75% of the First PAGA Payment, which is presently \$180,000, to the LWDA and 25% of the First PAGA Payment, which is presently \$60,000, to the PAGA Members by (a) dividing the amount of the PAGA Members' 25% share of the First PAGA Payment (\$60,000) by the total number of PAGA Pay Periods worked by all PAGA Members during the First PAGA Period and (b) multiplying the result by each PAGA Member's PAGA Pay Periods during the First PAGA Period.

Your estimated share of the First PAGA Payment is . This payment is based on Trader Joe's records that you worked <<____>> PAGA Pay Periods during the First PAGA Period (December 4, 2019 to March 31, 2024). This payment is not subject to tax withholdings. Each PAGA Members' share of the First PAGA Payment will be calculated on a pro rata basis.

The Second PAGA Payment will comprise \$470,000, and will be paid out automatically to all PAGA Members who are identified in Trader Joe's records as Crew Members in a Qualifying Position between April 1, 2024 and September 5, 2025. The Settlement Administrator will pay 75% of the Second PAGA Payment, which is presently \$352,500, to the LWDA and 25% of the Second PAGA Payment, which is presently \$117,500, to the PAGA Members by (a) dividing the amount of the PAGA Members' 25% share of the Second PAGA Payment (\$117,500) by the total number of PAGA Pay Periods worked by all PAGA Members during the Second PAGA Period and (b) multiplying the result by each PAGA Member's PAGA Pay Periods during the Second PAGA Period.

Your estimated share of the Second PAGA Payment is . This payment is based on Trader Joe's records that you worked <<____>> PAGA Pay Periods during the the Second PAGA Period (April 1, 2024 to September 5, 2025). This payment is not subject to tax withholdings. Each PAGA Members' share of the Second PAGA Payment will be calculated on a pro rata basis.

If you wish to challenge the information set forth above, then you must submit a written, signed dispute challenging the information along with supporting documents, to the Settlement Administrator at _____ no later than

_____. You may also fax the dispute to _____ or email the dispute to _____ by no later than this deadline. Any dispute should include credible written evidence and will be resolved by the Settlement Administrator.

D. How will my payment(s) be treated for tax purposes?

For tax purposes, one-fifth of each share of the Class Fund will be classified as payment for alleged wages subject to lawful deductions and W-2 reporting, like a paycheck. For this amount, normal payroll taxes and withholdings will be deducted from your Settlement check(s) pursuant to applicable law. The remaining four-fifths of each share of the Class Fund will be considered payment for alleged liquidated and compensatory damages and interest subject to 1099 reporting as non-wage income. Each share of the First PAGA Payment and the Second PAGA Payment will be considered payment for penalties not subject to tax withholdings and will be reported on an IRS Form 1099. At the end of the calendar year, the Settlement Administrator will issue each Class Member and PAGA Member who has cashed a check both an IRS Form W-2 and an IRS Form 1099.

Class Counsel and Trader Joe's Counsel do not intend this notice to constitute tax advice, and to the extent that this notice is interpreted to contain or constitute advice regarding any federal, state or local tax issue, such advice is not intended or written to be used, and cannot be used, by any person for the purpose of avoiding any tax liability or penalties.

E. How can I get my payment?

You do not need to do anything to receive a payment from the Class Fund, the First PAGA Payment, and/or the Second PAGA Payment. Your check will be sent to the same address as this Class Notice. If you change your address, be sure to notify the Settlement Administrator as soon as possible.

F. When will I get my payment?

The date you receive your Settlement check(s) will depend on the date that the Court approves the Settlement. We estimate that payments will be made within 30 days after the Court approves the Settlement.

You must deposit or cash your Settlement check(s) within 180 days from the date on the face of the Settlement check. Any uncashed amounts after that date will be paid to the California State Controller's Unclaimed Property Fund.

G. What are the payments to the Class Representatives?

Plaintiffs will apply to the Court for Class Representative Service Payments of up to \$10,000 each, for a combined total of \$60,000, for their service as class representatives.

H. What is the payment to Class Counsel?

Class Counsel will apply to the Court for an award of reasonable attorneys' fees in the amount of up to \$4,156,666.67, as well as reasonable costs in an amount not to exceed \$200,000.

I. What am I giving up to stay in the Class?

Unless you exclude yourself, you will remain as part of the Class and receive a payment, which means that you cannot sue, continue to sue, or be part of any other lawsuit against Trader Joe's asserting all claims that were or could have been asserted in the Lawsuit.

Released Class Claims. In consideration of his or her Settlement Share, and the other terms and conditions of the Settlement, each Participating Class Member, on behalf of himself or herself and his or her current, former and future heirs, executors, administrators, agents, and attorneys, releases and discharges the Released Parties from any and all known and unknown claims under applicable state, local, and federal law that were or could have been asserted in any complaints or any amended complaints based on or reasonably related to the same facts alleged in the Operative Complaint which occurred during the Class Period during employment as a Class Member, excluding seating claims alleged in the *Silicani* matter, including any and all claims for unpaid minimum wages, unpaid overtime, the failure to provide compliant meal periods, the failure to provide compliant rest periods, non-compliant wage statements, unpaid sick leave, unreimbursed expenses, and the failure to timely pay wages during employment and upon termination, (collectively, "Released Class Claims"). Except as expressly set forth in the Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

Released PAGA Claims. In consideration of his or her share of the PAGA Payments, and the other terms and conditions of this Settlement, each PAGA Member, on behalf of himself or herself and his or her current, former and future heirs, executors, administrators, agents, and attorneys, releases and discharges the Released Parties from all claims for PAGA penalties that were alleged or reasonably could have been alleged based on the facts alleged in the Operative Complaint and in the PAGA Notices submitted by Plaintiffs to the LWDA on September 20, 2019, December 3, 2020, and February 16, 2021, which occurred during the First PAGA Period and the Second PAGA Period during employment as a PAGA Member excluding seating claims alleged in the *Silicani* matter on September 20, 2019, December 3, 2020, and February 16, 2021 (collectively, "Released PAGA Claims"). The PAGA Members will release the PAGA claims described herein and receive a portion of the PAGA Payments regardless of whether they opt out of the Class.

Limited Waiver of California Civil Code Section 1542. As part of the Settlement, all Participating Class Members and PAGA Members expressly waive any and all rights or benefits conferred on them by the provisions of Section 1542 of the California Civil Code with respect to the Released Class Claims and the Released PAGA Claims. Section 1542 provides as follows:

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

AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR
OR RELEASED PARTY.

If any of the facts relating in any manner to the Operative Complaint, or to the release and dismissal of claims as provided in the Settlement, are hereafter found to be other than or different from the facts now believed to be true, the Settlement and the release of claims therein shall nevertheless remain effective. The Settlement shall be given full force and effect according to each and all of its express terms and provisions, including those relating to unknown and unsuspected claims.

Released Parties. The Released Parties are: Defendant and (i) Defendant; (ii) Defendant's current and former subsidiaries, parents, and sister companies; (iii) the respective predecessors and successors of each entity listed in (i) and (ii); and (iv) all of the incumbent and former officers, directors, owners, members, managers, shareholders, investors, agents, insurers, attorneys, employees, fiduciaries, successors, assigns, and representatives, in their individual and/or representative capacities of each entity referenced in and/or encompassed by (i), (ii) and (iii).

J. Who Are Class Counsel?

At the Preliminary Approval Hearing, the Court has appointed the following attorneys to represent the Class:

Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
2255 Calle Clara
La Jolla, CA 92037
Tel.: (858) 551-1223
Fax: (858) 551-1232
E-Mail: kyle@bamlawca.com

Robert Drexler
Jonathan Lee
Capstone Law APC
1875 Century Park East, Suite 1860
Los Angeles, CA 90067
Telephone: (310) 556-4811
Facsimile: (310) 943-0396

5. EXCLUDING YOURSELF FROM OR OBJECTING TO THE SETTLEMENT

A. Can I opt out of the Class Settlement?

If you do not want a payment from the Class Fund and/or you want to keep the right to sue Trader Joe's on your own about the legal issues in this case, then you need to take steps to remove yourself from the case. If you have a pending lawsuit, speak to your lawyer in that lawsuit immediately, because you may have to exclude yourself from this Settlement to continue

your own lawsuit. This is called excluding yourself from—or opting out of—the Settlement.

To exclude yourself from the Settlement, you must send a letter by First Class U.S. mail, fax, or email to the Settlement Administrator:

[Insert Settlement Administrator Contact Information]

Your request for exclusion must state the following: “I opt out of the *Trader Joe’s Wage and Hour Cases* class settlement.” Be sure to include your name, address, telephone number, and your signature. Your exclusion request must be received by [redacted]. If you do want a payment from the Class Fund, you do not need to do anything.

B. Can I opt out of the PAGA Settlement?

If you are a PAGA Member, you will receive a payment from one or both of the PAGA Funds no matter what. You cannot opt out of the PAGA Funds. Trader Joe’s must pay individual payments to all PAGA Members and the PAGA Members must give up their rights to pursue Released Claims.

C. Can I tell the Court that I don’t agree with the Settlement or some part of it?

You can object to the Settlement if you don’t like any part of it. You must give reasons why you think the Court should not approve it. The Court will consider your views if you follow the instructions in this section. To object in writing, you must send a letter via U.S. mail, fax, or email stating: “I object to the class settlement in *Trader Joe’s Wage and Hour Cases*,” as well as reasons for the objection. Any reasons you do not include in the statement will not be considered by the Court. Be sure to include your name, address, telephone number, and signature. Mail, fax, or email the objection to:

[Insert Settlement Administrator Contact Information]

Your objection must be received no later than [redacted]. If you intend to appear in Court when the Court considers your objection, you must indicate that in your written objection. Even if you do not object in writing, you may object orally at the Final Settlement Hearing. You do not need to give any prior notice to appear at the Final Settlement Hearing.

D. What’s the difference between objecting to the Settlement and excluding myself?

Objecting is simply telling the Court that you do not like something about the Settlement. You can only object if you remain in the Class. Excluding yourself is telling the Court that you do not want to be part of the Class. If you exclude yourself, you have no basis to object because the Settlement no longer affects you. **If you object and opt out, your objection will not be valid.**

6. THE SETTLEMENT HEARING

The Court will conduct a final fairness hearing regarding the proposed Settlement (the “Final Settlement Hearing”) on [REDACTED], 2026 at [REDACTED] a.m., in Department 2, Courtroom 8C of the San Mateo County Superior Court, located at 1050 Mission Road, South San Francisco, CA 94080. In addition to attending in person, you may also attend remotely using the Court Connect procedure at https://www.sanmateocourt.org/court_divisions/civil/. You may also appear in person. Check the Court’s website for the most current information on appearing in Court. The Court will determine: (i) whether the lawsuit should be finally certified as a class action solely and exclusively for Settlement purposes; (ii) whether the Settlement should be given the Court’s final approval as fair, reasonable, adequate and in the best interests of the Settlement Class Members, and if so, whether to enter a judgment incorporating the terms of the Settlement; (iii) whether the Class Members should be bound by the terms of the Settlement, including the release of claims; (iv) the amount of the attorneys’ fees and expenses award to Class Counsel; and (iii) the amount that should be awarded to Plaintiffs for class representative fees. At the Final Settlement Hearing, the Court will hear all properly filed objections, as well as arguments for and against the proposed Settlement. **You have a right to attend this hearing, but you are not required to do so.** You do not need to give any prior notice to appear at the Final Settlement Hearing. You also have the right to hire an attorney to represent you, or to enter an appearance and represent yourself.

The Court has reserved the right to adjourn the Final Settlement Hearing to consider any issue, without further notice of any kind.

7. ARE THERE MORE DETAILS ABOUT THE SETTLEMENT?

If you wish to learn more about this Lawsuit and Settlement, including the precise terms and conditions of the Settlement as set forth in the detailed Class Action Stipulation of Settlement, you may review the pleadings, the orders entered by the Court, and other papers filed in this litigation, at the San Mateo County Superior Court website for free by entering either the case number or case name at: <https://sanmateo.courts.ca.gov/online-services/online-case-access/odyssey-portals> and entering the Case No. JCCP 5196. or on the Settlement Administrator’s website at: [REDACTED]. If you wish to view the Court files in person, you do so at the Records Management Division in Room A at the Hall of Justice, 400 County Center, Redwood City, CA 94063.

PLEASE DO NOT CONTACT THE COURT FOR INFORMATION.

IMPORTANT:

- **What if Your Address Changes** - To receive your check, you should immediately notify the Settlement Administrator if you move or otherwise change your mailing address.
- **What if You Fail to Cash a Check** - Settlement checks will be null and void 180 days after issuance if not deposited or cashed, and this expiration date is printed on the check. In such events, the Settlement Administrator shall direct all unclaimed funds to be paid to

the California Controller's Unclaimed Property Fund in the name of and for the benefit of the individual who did not cash their check. The funds may be claimed at https://www.sco.ca.gov/upd_msg.html.

- **What if You Lose Your Check** - If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.

EXHIBIT B

[ORDER GRANTING PRELIMINARY APPROVAL OF THE SETTLEMENT]

1 BLUMENTHAL NORDREHAUG
BHOWMIK DE BLOUW LLP
2 Norman B. Blumenthal (State Bar #068687)
Kyle R. Nordrehaug (State Bar #205975)
3 Aparajit Bhowmik (State Bar #248066)
Christine T. LeVu (State Bar #288271)
4 Brooke Wilkinson Waldrop (State Bar #314486)
Adolfo Sanchez Contreras (State Bar #354371)
5 2255 Calle Clara
La Jolla, CA 92037
6 Telephone: (858)551-1223
Facsimile: (858) 551-1232
7 Website: www.bamlawca.com

8 Attorneys for Plaintiffs
Gregory Bartlett, Cassandra Vaglienty,
9 and Carla Cobian

10 *[Additional counsel listed on following page]*

11
12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
13 **COUNTY OF SAN MATEO**
14

15 TRADER JOE'S WAGE AND HOUR
CASES

16 Coordination Proceeding Special Title
17 (Cal. R. Ct. 3.550)

Case No. JCCP 5196

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF
CLASS AND PAGA SETTLEMENT**

Hearing Date: _____
Hearing Time: _____

Judge: Hon. Mark McCannon
Dept: 2

Date Filed: December 4, 2020
Trial Date: Not set

1 CAPSTONE LAW APC
2 Melissa Grant (SBN 205633)
3 Melissa.Grant@CapstoneLawyers.com
4 Robert J. Drexler, Jr. (SBN 119119)
5 Robert.Drexler@CapstoneLawyers.com
6 John Stobart (SBN 248741)
7 John.Stobart@CapstoneLawyers.com
8 Jonathan Lee (SBN 267146)
9 Jonathan.Lee@CapstoneLawyers.com
10 1875 Century Park East, Suite 1860
11 Los Angeles, California 90067
12 Telephone: (310) 556-4811
13 Facsimile: (310) 943-0396

8 Attorneys for Plaintiffs
9 Randy Meirose and Antonio Arzate

1 The Court, having fully reviewed Plaintiffs’ Motion for Preliminary Approval of Class and
2 PAGA Settlement (the “Motion”), as well as other supporting documents thereto, orders as follows:

3 1. This Order incorporates by reference the parties’ Class Action and PAGA
4 Settlement Agreement (this “Settlement” or “Agreement”) attached as Exhibit [REDACTED] to the Declaration
5 of Kyle Nordrehaug in support of Plaintiffs’ Motion, on file with this Court, and all defined terms
6 herein shall have the same meaning as set forth in the Agreement.

7 2. The Gross Settlement Amount that Defendant shall pay is Twelve Million Four
8 Hundred Seventy Thousand Dollars (\$12,470,000). It appears to the Court on a preliminary basis
9 that the settlement amount and terms are fair, adequate and reasonable as to all potential Class
10 Members when balanced against the probable outcome of further litigation and the significant risks
11 relating to certification, liability and damages issues. The Court preliminarily approves the
12 settlement of *Trader Joe’s Wage and Hour Cases* set forth in the Agreement as falling within the
13 range of possible approval and meriting submission to potential Class Members and PAGA
14 Members, subject to the Final Approval Hearing.

15 3. The Court approves, as to form and content, for dissemination and distribution to
16 potential Class Members and PAGA Members, the Class Notice attached as Exhibit A to the
17 Agreement.

18 4. For purposes of, and solely in connection with, the Settlement, the Court finds that
19 each of the requirements for certification of the Class set forth in the Motion are met and hereby
20 certifies a Class defined as all individuals who worked for Defendant in California as non-exempt
21 Crew, Merchants, or Mates at any time between December 4, 2016 and March 31, 2024.

22 5. The Court directs the mailing of Class Notice by U.S. First-Class Mail to the Class
23 Members and PAGA Members in accordance with the Implementation Schedule set forth below.
24 The Court finds the dates selected for the mailing and distribution of the Class and Notice, as set
25 forth in the Implementation Schedule, meet the requirements of due process and provide the best
26 notice practicable under the circumstances and shall constitute due and sufficient notice to all
27 persons entitled thereto.

28 6. The Court hereby preliminarily approves the proposed procedure for exclusion from

1 the Settlement. Any Class Member may individually choose to opt out of and be excluded from
2 the Class as provided in the Class Notice by following the instructions for requesting exclusion
3 from the Class that are set forth in the Class Notice. All requests for exclusion must be postmarked
4 or received no later than sixty (60) calendar days after the date of the mailing of the Class Notice
5 (“Response Deadline”). If a Class Notice Packet is re-mailed, the Response Deadline for requests
6 for exclusion will be extended by an additional fifteen (15) days. A Request for Exclusion may
7 also be faxed or emailed to the Settlement Administrator as indicated in the Class Notice. Any
8 such person who chooses to opt out of and be excluded from the Class will not be entitled to any
9 recovery under the Class Settlement and will not be bound by the Class Settlement or have any
10 right to object, appeal or comment thereon. Class Members who have not requested exclusion shall
11 be bound by all determinations of the Court, the Agreement and the Judgment. A request for
12 exclusion may only opt out that particular individual, and any attempt to effect an opt-out of a
13 group, class, or subclass of individuals is not permitted and will be deemed invalid.

14 7. Any Class Member who has not opted out may appear at the final approval hearing
15 and may object or express the Member’s views regarding the Settlement and may present evidence
16 and file briefs or other papers that may be proper and relevant to the issues to be heard and
17 determined by the Court as provided in the Class Notice. Class Members will have until the
18 Response Deadline to submit their written objections to the Settlement Administrator. Written
19 objections may also be faxed or emailed to the Settlement Administrator as indicated in the Class
20 Notice. If a Class Notice Packet is re-mailed, the Response Deadline for written objections will be
21 extended an additional fifteen (15) days. Alternatively, Class Members may appear at the Final
22 Approval Hearing to make an oral objection.

23 8. The Court hereby appoints Norman B. Blumenthal, Kyle R. Nordrehaug, Aparajit
24 Bhowmik, Nicholas De Blouw, Christine T. LeVu, Brooke Waldrop, and Adolfo Sanchez
25 Contreras of Blumenthal Nordrehaug Bhowmik De Blouw LLP; and Melissa Grant, Robert
26 Drexler, Jonathan Lee, and Sophia Flores of Capstone Law APC as Class Counsel.

27 9. The Court hereby appoints Apex Class Action LLC as the Settlement Administrator.
28 The Settlement Administrator shall perform the services set forth in the Agreement, with costs in

connection with all such services to come out of the Gross Settlement Amount.

10. To facilitate administration of the Agreement pending final approval, the Court hereby enjoins Plaintiffs, all Class Members, and all PAGA Members from filing or prosecuting any claims, suits or administrative proceedings (including filing claims with the California Division of Labor Standards Enforcement) regarding claims released by the Agreement.

11. A Final Approval Hearing on the question of whether the proposed Agreement, attorneys' fees and costs to Class Counsel, and the Class Representative Service Payments should be finally approved as fair, reasonable and adequate as to the Class Members and PAGA Members is scheduled for [REDACTED], 2026 at [REDACTED] a.m., in Department 2 of the above-entitled Court. The Action is stayed and all trial and related pre-trial dates are vacated, subject to further orders of the Court at the Final Approval Hearing.

12. The Court orders the following Implementation Schedule for further proceedings:

a. Preliminary Approval Granted	March 12, 2026
b. Deadline for Defendant to Submit Class and PAGA Data to Settlement Administrator	April 2, 2026 [+21 days after preliminary approval granted]
c. Deadline for Settlement Administrator to Mail Class Notice Packets	April 16, 2026 [+14 days after Class and PAGA Data provided]
d. Deadline for Class Members to Postmark Opt-Out Statements, Workweek Disputes and Written Objections to the Settlement	June 16, 2026 [+60 days after Class Notice Packet mailed]
e. Deadline for Settlement Administrator to Provide List of all Participating Class Members and Non-Participating Class Members	July 7, 2026 [+21 days after deadline to submit objections or Opt-Out Statements]
f. Deadline for Plaintiffs to file Motion for Final Approval	_____, 2026

	[16 court days before Final Approval Hearing]
g. Final Approval Hearing and Final Approval	_____, 2026 at _____ p.m. [+16 court days after deadline set forth in (f) above]

IT IS SO ORDERED.

Dated: _____

Judge Mark A. McCannon
San Mateo Superior Court

EXHIBIT C

[FINAL APPROVAL ORDER AND JUDGMENT]

1 BLUMENTHAL NORDREHAUG
BHOWMIK DE BLOUW LLP
2 Norman B. Blumenthal (State Bar #068687)
Kyle R. Nordrehaug (State Bar #205975) Aparajit
3 Bhowmik (State Bar #248066)
Christine T. LeVu (State Bar #288271)
4 Brooke Wilkinson Waldrop (State Bar #314486)
Adolfo Sanchez Contreras (State Bar #354371)
5 2255 Calle Clara
La Jolla, CA 92037
6 Telephone: (858)551-1223
Facsimile: (858) 551-1232
7 Website: www.bamlawca.com

8 Attorneys for Plaintiffs
Gregory Bartlett, Cassandra Vaglienty,
9 and Carla Cobian

10 *[Additional counsel listed on following page]*

11
12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
13 **COUNTY OF SAN MATEO**

14
15 **TRADER JOE’S WAGE AND HOUR
CASES**

16 Coordination Proceeding Special Title
17 (Cal. R. Ct. 3.550)

Case No. JCCP 5196

**[PROPOSED] ORDER GRANTING
FINAL APPROVAL OF CLASS AND
PAGA SETTLEMENT AND ENTERING
FINAL JUDGMENT**

Hearing Date: _____
Hearing Time: _____

Judge: Hon. Mark McCannon
Dept: 2

Date Filed: December 4, 2020
Trial Date: Not set

1 CAPSTONE LAW APC
2 Melissa Grant (SBN 205633)
3 Melissa.Grant@CapstoneLawyers.com
4 Robert J. Drexler, Jr. (SBN 119119)
5 Robert.Drexler@CapstoneLawyers.com
6 John Stobart (SBN 248741)
7 John.Stobart@CapstoneLawyers.com
8 Jonathan Lee (SBN 267146)
9 Jonathan.Lee@CapstoneLawyers.com
10 1875 Century Park East, Suite 1860
11 Los Angeles, California 90067
12 Telephone: (310) 556-4811
13 Facsimile: (310) 943-0396

8 Attorneys for Plaintiffs
9 Randy Meirose and Antonio Arzate

1 The Court, having fully reviewed Plaintiffs' Motion for Final Approval of Class and PAGA
2 Settlement (the "Final Approval Motion"), as well as other supporting documents thereto, orders
3 as follows:

4 1. This Order incorporates by reference the parties' Class Action and PAGA
5 Settlement Agreement (this "Settlement" or "Agreement") attached as Exhibit [REDACTED] to the Declaration
6 of _____ in support of the Final Approval Motion, on file with this Court, and all defined
7 terms herein shall have the same meaning as set forth in the Agreement.

8 2. This Court has jurisdiction over the subject matter of the Action and over all Parties
9 to the Action, including all Class Members and PAGA Members.

10 3. The Court finds that the Class Notice to conforms with the requirements of
11 California Code of Civil Procedures section 382, California Rules of Court 3.766 and 3.769, and
12 any other applicable law, and constitutes the best notice practicable under the circumstances, by
13 providing individual notice to all Class Members and PAGA Members who could be identified
14 through reasonable effort, and by providing due and adequate notice of the proceedings and of the
15 matters set forth therein to the other Class Members and PAGA Members. The Class Notice fully
16 satisfied the requirements of due process.

17 4. The Court finds that the Gross Settlement Amount of Twelve Million Four Hundred
18 Seventy Thousand Dollars (\$12,470,000) and the terms set forth in the Agreement are fair,
19 reasonable, and adequate. The Court hereby approves the Settlement set forth in the Agreement,
20 including the settlement awards, Released Class Claims, the Released PAGA Claims, and other
21 terms therein, and finds that the Agreement was entered into in good faith, that the terms therein
22 are fair, just, reasonable and adequate, and that the Agreement satisfies the standards and applicable
23 requirements for final approval of this class and PAGA action settlement under California law,
24 including the provisions of California Code of Civil Procedure section 382 and California Rules of
25 Court, rule 3.769. Defendant shall fully fund the Gross Settlement Amount, and also fund the
26 amounts necessary to fully pay Defendant's share of payroll taxes, by transmitting the funds to the
27 Settlement Administrator no later than 14 days after the Effective Date.

28 5. The Class and PAGA Members defined in the Agreement previously preliminarily

1 approved by the Court on March 12, 2026 are made final. The Class is defined as all individuals
2 who worked for Defendant in California as non-exempt Crew, Merchants, or Mates at any time
3 between December 4, 2016 and March 31, 2024. All persons who meet the foregoing definition
4 are members of the Class, except for those individuals who filed a valid request for exclusion (“opt
5 out”) from the Class. There were ____ individuals who requested exclusion, and they are: [Identify
6 the names of any opt outs]. Each Participating Class Member will be entitled, provisionally, to a
7 share or shares of the Net Settlement Amount. The Settlement Share for each Participating Class
8 Member will be calculated as follows: (i) Defendant shall provide the Settlement Administrator
9 with the Workweeks worked for all Class Members during the Class Period; (ii) for all Class
10 Members who worked as Mates during the Class Period, the Settlement Administrator will multiply
11 the Workweeks worked by a multiplier of two (2) to determine the Workweeks worked for Mates
12 for purposes of this Settlement; (iii) the Settlement Administrator will then divide the Workweeks
13 worked by a Class Member during the Class Period by the aggregate total Workweeks worked by
14 all Class Members during the Class Period to determine each Class Member’s proportional share
15 (the “Pro Rata Share”); and (iv) the Settlement Administrator shall then take each Class Member’s
16 Pro Rata Share and multiply it by the Net Settlement Amount to calculate their Settlement Share.

17 6. The PAGA Members are defined as all individuals who worked for Defendant in
18 California as non-exempt Crew, Merchants, or Mates at any time between December 4, 2019 and
19 September 5, 2025.

20 7. As of the Effective Date, each and every Released Class Claim of each and every
21 Participating Class Member and each and every Released PAGA Claim of each and every PAGA
22 Member, as of the date of the Agreement, is and shall be deemed to be conclusively released, as
23 more fully described in the Agreement, as against the Released Parties. The “Released Class
24 Claims” are any and all known and unknown claims under applicable state, local, and federal law
25 that were or could have been asserted in any complaints or any amended complaints based on or
26 reasonably related to the same facts alleged in the Operative Complaint which occurred during the
27 Class Period during employment as a Class Member, excluding seating claims alleged in the
28 *Silicani* matter, including any and all claims for unpaid minimum wages, unpaid overtime, the

1 failure to provide compliant meal periods, the failure to provide compliant rest periods, non-
2 compliant wage statements, unpaid sick leave, unreimbursed expenses, and the failure to timely
3 pay wages during employment and upon termination, (collectively, “Released Class Claims”).
4 Except as expressly set forth in the Agreement, Participating Class Members do not release any
5 other claims, including claims for vested benefits, wrongful termination, violation of the Fair
6 Employment and Housing Act, unemployment insurance, disability, social security, workers’
7 compensation, or claims based on facts occurring outside the Class Period. The “Released PAGA
8 Claims” are all known and unknown claims for PAGA penalties that were alleged or reasonably
9 could have been alleged based on the facts alleged in the Operative Complaint and in the PAGA
10 Notices submitted by Plaintiffs to the LWDA on September 20, 2019, December 3, 2020, and
11 February 16, 2021, which occurred during the First PAGA Period and the Second PAGA Period
12 during employment as a PAGA Member excluding seating claims alleged in the *Silicani* matter on
13 September 20, 2019, December 3, 2020, and February 16, 2021 (collectively, “Released PAGA
14 Claims”). The PAGA Members will release the PAGA claims described in the Agreement and
15 receive a portion of the PAGA Payments regardless of whether they opt out of the Class.

16 8. As of the Effective Date, all of the Class Members are forever barred from
17 prosecuting the Released Class Claims against the Released Parties and all of the PAGA Members
18 are forever barred from prosecuting the Released PAGA Claims against the Released Parties.

19 9. The Agreement is not an admission by Trader Joe’s nor is this Order and Final
20 Judgment a finding of the validity of any claims in the action or of any wrongdoing by Trader Joe’s.
21 Furthermore, the Agreement is not a concession by Trader Joe’s and shall not be used as an
22 admission of any fault, omission or wrongdoing by Trader Joe’s. This Order and Final Judgment,
23 the Agreement, any document referenced to herein, any action taken to carry out the Agreement,
24 and the exhibits thereto, and any negotiations or proceedings related thereto:

25 a. shall not be construed as, or deemed to be evidence of, or an admission or
26 concession with regard to the denials or defenses by Trader Joe’s; and

27 b. shall not be offered in evidence in any action or proceeding against the Parties in
28 any court, administrative agency or other tribunal for any purpose whatsoever.

1 Nothing in this paragraph, however, shall be deemed to preclude the parties from
2 introducing this Order and Final Judgment, the Agreement and exhibits, and any other papers and
3 records on file in the Class Action, to enforce the Agreement and/or any orders of this Court, and/or
4 in any other litigation as evidence of the Settlement by Trader Joe's to support a defense of res
5 judicata, collateral estoppel, release, or other theory of claim or issue preclusion or similar defense
6 as to the Released Claims.

7 10. The Court confirms Norman B. Blumenthal, Kyle R. Nordrehaug, Aparajit
8 Bhowmik, Nicholas De Blouw, Christine T. LeVu, Brooke Waldrop, and Adolfo Sanchez
9 Contreras of Blumenthal Nordrehaug Bhowmik De Blouw LLP; and Melissa Grant, Robert
10 Drexler, Jonathan Lee, and Sophia Flores of Capstone Law APC as Class Counsel.

11 11. The application of Class Counsel for attorneys' fees and costs is hereby granted.
12 Class Counsel is awarded \$4,156,666.67 as attorneys' fees and \$ [REDACTED] in actual costs, to
13 be disbursed pursuant to the Agreement and Orders of this Court. The payment of Class Counsel
14 Fees Payment shall be allocated 85% to Blumenthal Nordrehaug Bhowmik De Blouw LLP and
15 15% to Capstone Law APC. The Class Counsel Litigation Expenses shall be allocated
16 \$ _____ to Blumenthal Nordrehaug Bhowmik De Blouw LLP and \$ _____ to
17 Capstone Law APC.

18 12. In recognition of the Class Representatives' efforts on behalf of the Class, the Court
19 hereby approves the payment of incentive awards to the Class Representatives. Each Class
20 Representative is awarded \$10,000.00 as an enhancement for his or her service in this action, to be
21 disbursed pursuant to the Agreement and Orders of this Court.

22 13. The Court confirms Apex Class Action LLC as the Settlement Administrator. The
23 Settlement Administrator is awarded the amount of \$ [REDACTED] for performance of its
24 settlement claims administration services, to be disbursed pursuant to the Agreement and Orders of
25 this Court.

26 14. The Court approved the PAGA Payment of \$710,000 in PAGA penalties and orders
27 the payment as follows: payment in the amount of \$532,500 to the State of California Labor and
28 Workforce Development Agency, and \$177,500 will be distributed to PAGA Members, to be

1 disbursed pursuant to the Agreement and Orders of this Court. For the First PAGA Payment, the
2 Settlement Administrator will pay 75% of the First PAGA Payment, which is presently \$180,000,
3 to the LWDA and 25% of the First PAGA Payment, which is presently \$60,000, to the PAGA
4 Members by (a) dividing the amount of the PAGA Members' 25% share of the First PAGA
5 Payment (\$60,000) by the total number of PAGA Pay Periods worked by all PAGA Members
6 during the First PAGA Period and (b) multiplying the result by each PAGA Member's PAGA Pay
7 Periods during the First PAGA Period. The First PAGA Period is from December 4, 2019 to March
8 31, 2024. For the Second PAGA Payment, the Settlement Administrator will pay 75% of the
9 Second PAGA Payment, which is presently \$352,500, to the LWDA and 25% of the Second PAGA
10 Payment, which is presently \$117,500, to the PAGA Members by (a) dividing the amount of the
11 PAGA Members' 25% share of the Second PAGA Payment (\$117,500) by the total number of
12 PAGA Pay Periods worked by all PAGA Members during the Second PAGA Period and (b)
13 multiplying the result by each PAGA Member's PAGA Pay Periods during the Second PAGA
14 Period. The Second PAGA Period is from April 1, 2024 to September 5, 2025. Pursuant to Labor
15 Code section 2699, the LWDA was provided notice of the Agreement and these settlement terms
16 and has not indicated any objection thereto. The Court finds this PAGA Payment to be reasonable.

17 15. The parties are hereby directed to perform the terms of the Agreement and to report
18 to the Court when that performance has been completed including filing a satisfaction of judgment
19 when all monies have been paid and disbursed. Pursuant to Labor Code section 2699, Class
20 Counsel shall submit a copy of this Order and Judgment to the LWDA within 10 days after its
21 entry.

22 16. The Court shall retain jurisdiction of this action to enforce the terms of the judgment
23 under California Code of Civil Procedure § 664.6. Without affecting the finality of this Judgment,
24 the Court reserves continuing and exclusive jurisdiction over the Parties to the Agreement to
25 administer, supervise, construe, and enforce the Agreement in accordance with its terms of the
26 mutual benefit of the parties. Under California Code of Civil Procedure §§ 578, 579, and 664.6,
27 the Court, in the interests of justice, there being no just reason for delay, expressly directs the Clerk
28 of the Court to enter this Judgment. At such time as a report is received that the monetary relief

1 terms of the Agreement have been effectuated, the Court's jurisdiction shall be deemed terminated
2 as a final matter for all purposes.

3
4 THEREFORE, THE COURT HEREBY ADJUDGES AND DECREES THAT
5 JUDGMENT BE ENTERED PURSUANT TO THE TERMS OF THIS ORDER AND FINAL
6 JUDGMENT.

7 **IT IS SO ORDERED.**

8
9 Dated: _____

10 Judge Mark A. McCannon
11 San Mateo Superior Court
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EXHIBIT #2

Blumenthal Nordrehaug Bhowmik De Blouw LLP

2255 Calle Clara, La Jolla, California 92037

Tel: (858) 551-1223

Fax: (885) 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

Sergio Julian Puche

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2013, California

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

Trevor Moran

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2020, California

Educated: University of Rhode Island; California Western School of Law

Adolfo Sanchez Contreras

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2024, California; 2014, Mexico

Educated: The Juarez University

Brooke Wilkinson Waldrop

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2017, California;

Educated: Westminster University (B.A. 2004); University of Utah (J.D. 2008)

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 Stweart 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 Compig 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-CU-OE-CTL; Lazar v. Kaiser Foundation Health Plan, Inc., Santa Clara County Superior Court, Case No. 1-14-cv-273289; Lemmons v. Kaiser Foundation Hospitals, Inc., Sacramento County Superior Court, Case No. 34-2012-00125488; Levine v. Groeniger, Alameda County Superior Court, Case No. RG09476193; Linder v. OCWEN (In re Ocwen Federal Bank FSB Servicing Litig.) U.S. District Court, Central District California, Case No. 07cv501, U.S. District Court, Northern Dist. Illinois, Case No. MDL 1604; Litton v. Diebold, Incorporated, San Mateo County Superior Court, Case No. CIV524776; Lohn v. Sodexo, Inc. & SDH Services West, LLC, U.S. District Court Central District of California, Case No. 2:15-CV-05409; Lopez v. K-Mart, Ventura County Superior Court, Case No. BC351983; Louie / Stringer v. Kaiser, U.S. District Court, Southern District California, Case No. 08-cv-0795; Lucero v. Sears, U.S. District Court Southern District of California, Case No. 3:14-cv-01620-AJB; Lucero v. Kaiser Foundation Hospitals, Inc., San Diego County Superior Court, Case No. 37-2013-00075933-CU-OE-CTL; Magallanes v. TSA Stores, Inc., Santa Clara County Superior Court, Case No. 1-15-cv-283586; Magana v. El Pollo Loco, Inc., Orange County Superior Court, Case No. 30-2012-00613901-CU-OE-CXC; Maitland v. Marriott, U.S. District Court, Central District California, Case No. SACV 10-00374; Mann v. NEC Electronics America, Santa Clara County Superior Court, Case No. 109CV132089; Martinez v. Hydro-Scape Products, Inc., San Diego County Superior Court, Case No. 37-2014-00029157-CU-OE-CTL; Mathies v. Union Bank - Class Certification Granted, San Francisco County Superior Court, Case No. CGC-10-498077; McDermott v. Catalina Restaurant Group Inc., Orange County Superior Court, Case No. 30-2012-00574113-CU-OE-CXC; McPhail v. First Command, United States District Court for the Southern District of California, Case No. 05CV0179 IEG (JMA); Medina v. Universal Protection Service, LP, Santa Clara County Superior Court, Case No. BC572848; Meierdiercks v. 8x8, Inc., Santa Clara County Superior Court, Case No. 110CV162413; Metrow v. Liberty Mut. Managed Care LLC - Class Certification Granted, U.S. District Court Eastern District of California, Case No. 16-1133

JGB (Kkx); Meyer v. Thinktank Learning, Inc., Santa Clara County Superior Court, Case No. 1-15-cv-282698; Morales v. Wells Fargo Insurance Services USA, Inc., U.S. District Court Northern District of California, Case No. 3:13-cv-03867-EDL; Morse v. Marie Callender Pie Shop, U.S. District Court, Southern District California, Case No. 09-cv-1305; Moynihan v. Escalante Golf, Inc. & Troon Golf, LLC, San Diego County Superior Court, Case No. 37-2012-00083250-CU-OE-CTL; Muntz v. Lowe's HIW, San Diego County Superior Court, Case No. GIC880932; Najarian v. Macy's West Stores, Orange County Superior Court, Case No. 30-2010-00418401; Nelson v. Avon Products, Inc., Class Certification Granted, U.S. District Court for The Northern District of California, Case No. 13-cv-02276-BLF; Nguyen v. Wells Fargo Home Mortgage, Orange County Superior Court, Case No. 05 CC 00116; Ochoa v. Eisai, Inc., U.S. District Court, Northern District California, Case No. 3:11-cv-01349; Ogans v. Nationwide Credit, Inc., Sacramento County Superior Court, Case No. 34-2012-00121054; Ohayon v. Hertz, United States District Court, Northern District of California, Case No. 11-1662; Olvera v. El Pollo Loco, Inc., Orange County Superior Court, Case No. 30-2014-00707367-CU-OE-CXC; Orozco v. Illinois Tool Works Inc., Class Certification Granted, U.S. District Court, Eastern District of California, Case No. 14-cv-02113-MCE; Ortega v. Prime Healthcare Paradise Valley, LLC, San Diego County Superior Court, Case No. 37-2014-00011240-CU-OE-CTL; Patel v. Nike Retail Services, Inc., U.S. District Court Northern District of California, Case No. 3:14-cv-04781-RS; Patelski v. The Boeing Company, United States District Court, Southern District of New York; transferred to United States District Court, Eastern District of Missouri; Pearlman v. Bank of America, San Diego Superior Court; Perry v. AT&T, U.S. District Court, Northern District California, Case No. 11-cv 01488; Picus v. Wal-Mart Stores, U.S. District Court, District of Nevada, Case No. 2:07-CV-00682; Pittard v. Salus Homecare, U.S. District Court, Southern District California, Case No. 08 cv 1398; Port v. Southern California Permanente Medical Group, San Diego County Superior Court, Case No. 37-2007-00067538; Postema v. Lawyers Title Ins. Corp., Orange County Superior Court, Case No. 30-2010-00418901; Pratt v. Verizon, Orange County Superior Court, Case No. 30-2010-00430447; Proctor v. Ameriquest, Orange County Superior Court, Case No. 06CC00108; Ramirez v. Estenson Logistics, LLC, Orange County Superior Court, Case No. 30-2015-00803197-CU-OE-CXC; Ray v. Lawyers Title, Fidelity National, Commonwealth Land Title, Chicago Title, Orange County Superior Court, Case No. 30-2010-00359306; Renazco v. Unisys Technical Services, L.L.C., San Francisco County Superior Court, Case No. CGC-14-539667; Reynolds v. Marlboro/Philip Morris U.S.A., United States Court of Appeals for the Ninth Circuit, Case No. 08-55114, U.S. District Court, Southern District of California, Case No. 05 CV 1876 JAH; Rezec v. Sony, San Diego Superior Court; Rix v. Lockheed Martin Corporation, U.S. District Court, Southern District of California, Case No. 09-cv-2063; 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); Ritchie v. Mauran Ambulance Services, Inc., Los Angeles County, Case No. BC491206; Rivers v. Veolia Transportation Services, Class Certification Granted, Sonoma County Superior Court, Case No. SCV 255350; Roeh v. JK Hill, San Diego Superior Court, Case No. 37-2011-00089046; Rodriguez v. Protransport-1, LLC, San Francisco County Superior Court, Case No. CGC-12-522733; Romero v. Central Payment Co., LLC, Marin County Superior Court, Case No. CIV 1106277; Salas v. Evolution Hospitality, LLC, San Diego County Superior Court, Case No. 37-2012-00083240-CU-OE-CTL; Salem v. Alliance Human Services, Inc., San Diego County Superior Court, Case No. CIVRS1401129; Sanchez v. Beena Beauty Holding, Inc. d/b/a Planet Beauty, Los Angeles County Superior Court, BC566065; Santone v. AT&T – Settled United States District Court, Southern District of Alabama; Santos v. Sleep Train (Sleep Train Wage and Hour Cases), Orange County Superior Court, Case No. 30-2008-00214586, San Francisco County Superior Court, Case No. JCCP 4553; Saravia v. O.C. Communciations, Sacramento County Superior Court, Case No. 34-2015-00180734; Sawyer v. Vivint, Inc., U.S. District Court, Northern District of Illinois, Case No. 1:14-cv-08959; Sayaman v. Baxter Healthcare, U.S. District Court, Central District of California, Case No. CV 10-1040; Schuler v. Ecolab, Inc., U.S. District Court, Southern District of California, Case No. 3:10-cv-02255; Schulz

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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. 19STCV30808; 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 Court, 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 #3

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

**2255 CALLE CLARA
LA JOLLA, CALIFORNIA 92037**

Web Site: www.bamlawca.com

San Diego | San Francisco | Sacramento | Los Angeles | Riverside | Santa Clara | Orange | Chicago

Phone: (858) 551-1223

Fax: (858) 551-1232

WRITERS E-MAIL:
Nick@bamlawca.com

WRITERS EXT:
1004

December 3, 2020
CA2283

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

Labor and Workforce Development Agency
Online Filing

Trader Joe's Company
Certified Mail #70200640000074883443
Paracorp Incorporated
2804 Gateway Oaks Dr., #100
Sacramento, CA 95833

Re: Notice Of Violations Of California Labor Code Sections §§ 201, 202, 203, 204 *et seq.*, 210, 226(a), 226.7, 351, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 11070(14) (Failure to Provide Seating), 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 Trader Joe’s Company in California and classified as non-exempt employees during the time period of December 3, 2019 until a date as determined by the Court. Our offices represent Plaintiffs Cassandra Vaglienty and Gregory Bartlett (“Plaintiffs”), and other Aggrieved Employees in a lawsuit against Trader Joe’s Company (“Defendant”). Plaintiff Vaglienty was employed by Defendant in California as a Crew Member from February of 2016 to October of 2020 as a non-exempt employee entitled to the legally required meal and rest breaks and payment for all time worked under Defendant’s control. Plaintiff Bartlett has been employed by Defendant in California as a Crew Member since March of 2020 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 Plaintiffs and other Aggrieved Employees for, including but not limited to, all of their time worked, including minimum and overtime wages, for all of their missed meal and rest breaks, and for all of their time spent working off the clock. Moreover, when Defendant required Plaintiffs and Aggrieved Employees to report for work, but “furnished less than half said employee’s usual or scheduled day’s work,” Defendant violated Cal. Code Regs., tit. 8 § 11040, subd. 5(A) by failing to pay Plaintiffs and Aggrieved Employees for at least two (2) hours’ worth of work at their regular rate of pay. In addition, when Defendant required Plaintiffs and Aggrieved Employees to respond to and engage in additional work, this resulted in a second reporting for work in a single workday, and

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

Fax: (858) 551-1232

Defendant failed to pay these employees reporting time pay as required by Cal. Code Regs., tit. 8, § 11040, subd. 5(B). Further, Defendant failed to advise Plaintiffs and the other Aggrieved Employees of their right to take separately and hourly paid duty-free ten (10) minute rest periods. *See Vaquero v. Stoneledge Furniture, LLC*, 9 Cal. App. 5th 98, 110 (2017). Additionally, pursuant to Labor Code § 204 *et seq.*, Defendant failed to timely provide Plaintiffs and other Aggrieved Employees with their wages, specifically within seven (7) days, in direct violation of Cal. Lab. Code Section 204(d). Plaintiffs further contend that Defendant failed to provide accurate wage statements to them, and other Aggrieved Employees, in violation of California Labor Code section 226(a). Plaintiffs and Aggrieved Employees were paid on an hourly basis. As such, the wage statements should reflect all applicable hourly rates during the pay period and the total hours worked, and the applicable pay period in which the wages were earned pursuant to California Labor Code Section 226(a). The wage statements Defendant provided to Plaintiffs and other Aggrieved Employees failed to identify such information. More specifically, the wage statements failed to identify the accurate total hours worked each pay period. When the hours shown on the wage statements were added up, they did not equal the actual total hours worked during the pay period. Additionally, Plaintiffs contend that Defendant failed to comply with Industrial Wage Order 7(A)(3) in that Defendant failed to keep time records showing when Plaintiffs began and ended each shift and meal period. Plaintiffs and other Aggrieved Employees perform tasks that reasonably permit sitting, and a seat would not interfere with their performance of any of their tasks that may require them to stand. Defendant fails to provide Plaintiff s and other Aggrieved Employees with suitable seats. Said conduct, in addition to the foregoing, as well as the conduct alleged in the incorporated Complaint, violates Labor Code §§ 201, 202, 203, 204 *et seq.*, 210, 226(a), 226.7, 351, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 1 1070(14) (Failure to Provide Seating), 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 Plaintiffs 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 Plaintiffs, (iii) sets forth the people/entities, dates, classifications, violations, events, and actions which are at issue to the extent known to Plaintiffs, 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. Plaintiffs therefore incorporate 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.

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

2255 CALLE CLARA

LA JOLLA, CALIFORNIA 92037

Web Site: www.bamlawca.com

San Diego | San Francisco | Sacramento | Los Angeles | Riverside | Santa Clara | Orange | Chicago

Phone: (858) 551-1223

Fax: (858) 551-1232

This notice is provided to enable Plaintiffs to proceed with the Complaint against Defendant as authorized by California Labor Code section 2699, *et seq.* The filing fee of \$75 was paid online to the LWDA. 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 Plaintiffs 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.

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

**2255 CALLE CLARA
LA JOLLA, CALIFORNIA 92037**

Web Site: www.bamlawca.com

San Diego | San Francisco | Sacramento | Los Angeles | Riverside | Santa Clara | Orange | Chicago

Phone: (858) 551-1223

Fax: (858) 551-1232

**WRITERS E-MAIL:
Nick@bamlawca.com**

**WRITERS EXT:
1004**

February 25, 2021
CA2283

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

Labor and Workforce Development Agency Trader Joe's Company
Online Filing

Apalla Chopra
Susanna K. Howard
Andrew Lichtenstein
Marni Barta
O'MELVENY & MYERS LLP
400 South Hope Street
Los Angeles, California 90071-2899

Certified Mail #70203160000068263152

Amended Notice for LWDA, Case No. LWDA-CM-814320-20

Re: Amended Notice Of Violations Of California Labor Code Sections
 §§ 201, 202, 203, 204 *et seq.*, 210, 226(a), 226.7, 233, 246, 248.5,
 351, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802,
 California Code of Regulations, Title 8, Section 11040,
 Subdivision 5(A)-(B), California Code of Regulations, Title 8,
 Section 1 1070(14) (Failure to Provide Seating), Violation of
 Applicable Industrial Welfare Commission Wage Order(s), and
 Pursuant To California Labor Code Section 2699.5.

Dear Sir/Madam:

Our offices represent Plaintiffs Gregory Bartlett and Cassandra Vaglienty ("Plaintiffs") and other Aggrieved Employees in a lawsuit against Defendant Trader Joe's Company ("Defendant").

Plaintiffs originally sent a PAGA Notice on December 3, 2020 which gave notice to the LWDA and Defendant to enable Plaintiffs to proceed with the Complaint against Defendant as authorized by California Labor Code section 2699, *et seq.*

This Amended Notice is intended to amend Plaintiffs' original PAGA Notice to

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

Fax: (858) 551-1232

include additional allegations stemming from Defendant's failure to pay all wages, including wages for sick leave taken, in compliance with Labor Code sections 203 and 204.

"Aggrieved Employees" refers to all individuals who are or previously were employed by Defendant Trader Joe's Company in California and classified as non-exempt employees during the time period of December 3, 2019 until a date as determined by the Court.

Plaintiff Vaglienty was employed by Defendant in California as a Crew Member from February of 2016 to October of 2020 as a non-exempt employee entitled to the legally required meal and rest breaks and payment for all time worked under Defendant's control. Plaintiff Bartlett has been employed by Defendant in California as a Crew Member since March of 2020 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 Plaintiffs and other Aggrieved Employees for, including but not limited to, all of their time worked, including minimum and overtime wages, for all of their missed meal and rest breaks, and for all of their time spent working off the clock. Moreover, when Defendant required Plaintiffs and Aggrieved Employees to report for work, but "furnished less than half said employee's usual or scheduled day's work," Defendant violated Cal. Code Regs., tit. 8 § 11040, subd. 5(A) by failing to pay Plaintiffs and Aggrieved Employees for at least two (2) hours' worth of work at their regular rate of pay. In addition, when Defendant required Plaintiffs and Aggrieved Employees to respond to and engage in additional work, this resulted in a second reporting for work in a single workday, and Defendant failed to pay these employees reporting time pay as required by Cal. Code Regs., tit. 8, § 11040, subd. 5(B). Further, Defendant failed to advise Plaintiffs and the other Aggrieved Employees of their right to take separately and hourly paid duty-free ten (10) minute rest periods. *See Vaquero v. Stoneledge Furniture, LLC*, 9 Cal. App. 5th 98, 110 (2017). Additionally, pursuant to Labor Code § 204 *et seq.*, Defendant failed to timely provide Plaintiffs and other Aggrieved Employees with their wages, specifically within seven (7) days, in direct violation of Cal. Lab. Code Section 204(d). Plaintiffs further contend that Defendant failed to provide accurate wage statements to them, and other Aggrieved Employees, in violation of California Labor Code section 226(a)-(b). Plaintiffs and Aggrieved Employees were paid on an hourly basis. As such, the wage statements should reflect all applicable hourly rates during the pay period, the total hours worked, and the applicable pay period in which the wages were earned pursuant to California Labor Code Section 226(a)-(b). The wage statements Defendant provided to Plaintiffs and other Aggrieved Employees failed to identify such information. More specifically, the wage statements failed to identify the accurate total hours worked each pay period. For example, Plaintiff Bartlett's wage statement identified by pay date April 16, 2020 provides that Plaintiff Bartlett worked a total of 110.165 hours, 22.1668 of which were hours worked at \$16 per hour ("Regular"), 37 of which were hours worked at \$19 ("Comp Absence"), and the remaining 50.9990 hours at \$2.00 per hour ("Thank You"). Plaintiff Bartlett however

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2255 CALLE CLARA

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Phone: (858) 551-1223

Fax: (858) 551-1232

was paid no overtime and his time records do not comport with the total hours worked provided on his wage statements. Similarly, and as a further example, Plaintiff Vaglienty's wage statement identified by pay date April 30, 2020 provides that Plaintiff Vaglienty worked a total of 101.90 hours, 50.95 of which were hours worked at \$2 per hour ("Thank You") and the remaining 50.95 hours at \$18.60 per hour ("Regular"). Plaintiff Vaglienty however was paid no overtime and her time records do not comport with the total hours worked provided on her wage statements. The wage statements both mislead and fail to provide Plaintiffs and the Aggrieved Employees notice of "total hours worked" mandated by California Labor Code Section 226. Additionally, Plaintiffs contend that Defendant failed to comply with Industrial Wage Order 7(A)(3) in that Defendant failed to keep time records showing when Plaintiffs began and ended each shift and meal period. Plaintiffs and other Aggrieved Employees perform tasks that reasonably permit sitting, and a seat would not interfere with their performance of any of their tasks that may require them to stand. Defendant fails to provide Plaintiffs and other Aggrieved Employees with suitable seats. Last, the Health Workplace Healthy Family Act of 2014, Labor Code section 245 *et seq.*, mandates that Defendant pay Plaintiffs and the other Aggrieved Employees sick leave taken at their regular rate of pay. Defendant however paid Plaintiffs and the other Aggrieved Employees sick leave at a rate lower than their regular rate of pay in violation of Labor Code sections 203 and 204. For example, during the pay period ending August 2, 2020, Plaintiff earned compensation identified as "Thank You" in the amount of \$56.2170, but was still paid the same hourly rate of \$19.00 for regular straight time pay and sick leave taken ("AR"). Plaintiff was not compensated at the regular rate of pay for the 7.5 hours of sick time taken during that workweek. Said conduct, in addition to the foregoing, as well as the conduct alleged in the incorporated Complaint, violates Labor Code §§ 201, 202, 203, 204 *et seq.*, 210, 226(a), 226.7, 233, 246, 248.5, 351, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 1 1070(14) (Failure to Provide Seating), 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 revised Complaint by Plaintiffs 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 Plaintiffs, (iii) sets forth the people/entities, dates, classifications, violations, events, and actions which are at issue to the extent known to Plaintiffs, 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. Plaintiffs therefore incorporate 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 Amended Notice is provided to enable Plaintiffs to proceed with the revised

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

2255 CALLE CLARA

LA JOLLA, CALIFORNIA 92037

Web Site: www.bamlawca.com

San Diego | San Francisco | Sacramento | Los Angeles | Riverside | Santa Clara | Orange | Chicago

Phone: (858) 551-1223

Fax: (858) 551-1232

Complaint against Defendant as authorized by California Labor Code section 2699, *et seq.* The filing fee of \$75 was paid online to the LWDA. 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 Statute of 2004 on behalf of Plaintiffs 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.

1 **BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP**

Norman B. Blumenthal (State Bar #068687)

2 Kyle R. Nordrehaug (State Bar #205975)

Aparajit Bhowmik (State Bar #248066)

3 Nicholas J. De Blouw (State Bar #280922)

2255 Calle Clara

4 La Jolla, CA 92037

Telephone: (858)551-1223

5 Facsimile: (858) 551-1232

Website: www.bamlawca.com

6 Attorneys for Plaintiffs

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

9 **IN AND FOR THE COUNTY OF SAN FRANCISCO**

10
11 GREGORY BARTLETT and
12 CASSANDRA VAGLIENT, on behalf of
the State of California, as private attorney
generals,

14 Plaintiffs,

15 vs.

16 TRADER JOE'S COMPANY, a California
17 Corporation; and Does 1 through 50,
Inclusive;

18 Defendants.

Case No. _____

FIRST AMENDED
REPRESENTATIVE ACTION
COMPLAINT FOR:

1. Civil Penalties Pursuant to Labor Code
§ 2699, *et seq.* for violations of Labor
Code §§ 201, 202, 203, 204 *et seq.*, 210,
226(a), 226.7, 351, 510, 512, 558(a)(1)(2),
1194, 1197, 1197.1, 1198, 2802,
California Code of Regulations, Title 8,
Section 11040, Subdivision 5(A)-(B)

1 Plaintiffs Gregory Bartlett and Cassandra Vaglienty (“PLAINTIFFS”), on behalf of the
2 people of the State of California and as “aggrieved employees” acting as private attorney
3 generals under the Labor Code Private Attorney General Act of 2004, § 2699, *et seq.* (“PAGA”)
4 only, allege on information and belief, except for their own acts and knowledge which are based
5 on personal knowledge, the following:

6 INTRODUCTION

7 1. PLAINTIFFS bring this action against Defendant TRADER JOE’S COMPANY
8 (“DEFENDANT”) seeking only to recover PAGA civil penalties for themselves, and on behalf
9 of all current and former aggrieved employees that worked for DEFENDANT. PLAINTIFFS
10 do **not seek to recover anything other than penalties as permitted by California Labor**
11 **Code § 2699.** To the extent that statutory violations are mentioned for wage violations,
12 PLAINTIFFS do not seek underlying general and/or special damages for those violations, but
13 simply the civil penalties permitted by California Labor Code § 2699.

14 2. California has enacted the PAGA to permit individuals to bring an action on
15 behalf of themselves and on behalf of others for PAGA penalties *only*, which is the precise and
16 sole nature of this action.

17 3. Accordingly, PLAINTIFFS seek to obtain all applicable relief for
18 DEFENDANT’S violations under PAGA and solely for the relief as permitted by PAGA – that
19 is, penalties and any other relief the Court deems proper pursuant to the PAGA. Nothing in this
20 complaint should be construed as attempting to obtain any relief that would not be available in
21 a PAGA-only action.

22 THE PARTIES

23 4. Defendant Trader Joe’s Company (“DEFENDANT”) is California Corporation
24 that at all relevant times mentioned herein conducted and continues to conduct substantial and
25 regular business throughout California.

26 5. DEFENDANT operates a chain of unique grocery stores that have been described
27 as equal parts discount warehouse club, natural foods store, specialty grocer, and neighborhood
28 store.

1 6. Plaintiff Bartlett has been employed by DEFENDANT as a non-exempt employee
2 entitled to overtime pay and meal and rest periods since March of 2020. Plaintiff Bartlett has
3 been at all times relevant mentioned herein classified by DEFENDANT as a non-exempt
4 employee paid in whole or in part on an hourly basis and receives additional compensation from
5 DEFENDANT in the form of non-discretionary incentive wages.

6 7. Plaintiff Vaglienty was employed by DEFENDANT in California as a non-exempt
7 employee entitled to overtime pay and meal and rest periods from February of 2016 until
8 October of 2020. Plaintiff Vaglienty was at all times relevant mentioned herein classified by
9 DEFENDANT as a non-exempt employee paid in whole or in part on an hourly basis and
10 received additional compensation from DEFENDANT in the form of non-discretionary
11 incentive wages.

12 8. PLAINTIFFS, and such persons that may be added from time to time who satisfy
13 the requirements and exhaust the administrative procedures under the Private Attorney General
14 Act, bring this Representative Action on behalf of the State of California with respect to
15 themselves and all individuals who are or previously were employed by DEFENDANT in
16 California and classified as non-exempt employees ("AGGRIEVED EMPLOYEES") during
17 the time period of December 3, 2019 until a date as determined by the Court (the "PAGA
18 PERIOD").

19 9. PLAINTIFFS, on behalf of themselves and all AGGRIEVED EMPLOYEES
20 presently or formerly employed by DEFENDANT during the PAGA PERIOD, bring this
21 representative action pursuant to Labor Code § 2699, *et seq.* seeking fixed civil penalties for
22 DEFENDANT's violation of California Labor Code §§ 201, 202, 203, 204 *et seq.*, 210, 226(a),
23 226.7, 351, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of
24 Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), and the applicable Wage Order(s).
25 Based upon the foregoing, PLAINTIFFS and all AGGRIEVED EMPLOYEES are aggrieved
26 employees within the meaning of Labor Code § 2699, *et seq.*

27 10. The true names and capacities, whether individual, corporate, subsidiary,
28 partnership, associate or otherwise of defendants DOES 1 through 50, inclusive, are presently

1 unknown to PLAINTIFFS who therefore sue these Defendants by such fictitious names
2 pursuant to Cal. Civ. Proc. Code § 474. PLAINTIFFS will seek leave to amend this Complaint
3 to allege the true names and capacities of Does 1 through 50, inclusive, when they are
4 ascertained. PLAINTIFFS are informed and believe, and based upon that information and
5 belief allege, that the Defendants named in this Complaint, including DOES 1 through 50,
6 inclusive, are responsible in some manner for one or more of the events and happenings that
7 proximately caused the injuries and damages hereinafter alleged.

8 11. The agents, servants and/or employees of the Defendants and each of them acting
9 on behalf of the Defendants acted within the course and scope of his, her or its authority as the
10 agent, servant and/or employee of the Defendants, and personally participated in the conduct
11 alleged herein on behalf of the Defendants with respect to the conduct alleged herein.
12 Consequently, the acts of each Defendant are legally attributable to the other Defendants and
13 all Defendants are jointly and severally liable to PLAINTIFFS and the other AGGRIEVED
14 EMPLOYEES, for the loss sustained as a proximate result of the conduct of the Defendants'
15 agents, servants and/or employees.

16 17 **THE CONDUCT**

18 12. During the PAGA PERIOD, DEFENDANT failed and continues to fail to
19 accurately calculate and pay PLAINTIFFS and the other AGGRIEVED EMPLOYEES for their
20 minimum and overtime wages. DEFENDANT unlawfully and unilaterally failed to accurately
21 calculate minimum and overtime wages for time worked by PLAINTIFFS and other
22 AGGRIEVED EMPLOYEES in order to avoid paying these employees the correct
23 compensation. As a result, PLAINTIFFS and the other AGGRIEVED EMPLOYEES forfeited
24 wages due them for working without compensation at the correct minimum wage and overtime
25 rates. DEFENDANT's policy and practice to not pay the AGGRIEVED EMPLOYEES the
26 correct compensation for all time worked in accordance with applicable law is evidenced by
27 DEFENDANT's business records. This policy and practice of DEFENDANT was intended to
28 purposefully avoid the payment of the correct compensation as required by California law which

1 allowed DEFENDANT to illegally profit and gain an unfair advantage over competitors who
2 complied with the law.

3 13. During the PAGA PERIOD, DEFENDANT failed to accurately record and pay
4 PLAINTIFFS and other AGGRIEVED EMPLOYEES for the actual amount of time these
5 employees worked. Pursuant to the Industrial Welfare Commission Wage Orders,
6 DEFENDANT is required to pay PLAINTIFFS and other AGGRIEVED EMPLOYEES for all
7 time worked, meaning the time during which an employee was subject to the control of an
8 employer, including all the time the employee was permitted or suffered to permit this work.
9 DEFENDANT required these employees to work off the clock without paying them for all the
10 time they were under DEFENDANT's control. Specifically, DEFENDANT required
11 PLAINTIFFS to work while clocked out during what was supposed to be PLAINTIFFS' off-
12 duty meal break. PLAINTIFFS were from time to time interrupted by work assignments.
13 Indeed there were days where PLAINTIFFS did not even receive a partial lunch. As a result,
14 PLAINTIFFS and other AGGRIEVED EMPLOYEES forfeited minimum wage and overtime
15 compensation by working without their time being accurately recorded and without
16 compensation at the applicable minimum wage and overtime rates. To the extent that the time
17 worked off the clock did not qualify for overtime premium payment, DEFENDANT failed to
18 pay minimum wages for the time worked off-the-clock in violation of Cal. Lab. Code §§ 1194,
19 1197, and 1197.1. Further, PLAINTIFFS and other AGGRIEVED EMPLOYEES from time to
20 time were not paid wages for all time worked, including overtime wages, such that in the
21 aggregate employees were underpaid wages as a result of DEFENDANT's pattern and practice
22 of unevenly rounding time worked by its employees.

23 14. State and federal law provides that employees must be paid overtime at one-and-
24 one-half times their "regular rate of pay." PLAINTIFFS and other AGGRIEVED
25 EMPLOYEES were compensated at an hourly rate plus incentive pay that was tied to specific
26 elements of an employee's performance.

27 15. The second component of PLAINTIFFS' and other AGGRIEVED EMPLOYEES'
28 compensation was DEFENDANT's non-discretionary incentive program that paid

1 PLAINTIFFS and other AGGRIEVED EMPLOYEES incentive wages based on their
2 performance for DEFENDANT. The non-discretionary incentive program provided all
3 employees paid on an hourly basis with incentive compensation when the employees met the
4 various performance goals set by DEFENDANT. However, when calculating the regular rate
5 of pay in order to pay overtime to PLAINTIFFS and other AGGRIEVED EMPLOYEES,
6 DEFENDANT failed to include the incentive compensation as part of the employees' "regular
7 rate of pay" for purposes of calculating overtime pay. Management and supervisors described
8 the incentive program to potential and new employees as part of the compensation package. As
9 a matter of law, the incentive compensation received by PLAINTIFFS and other AGGRIEVED
10 EMPLOYEES must be included in the "regular rate of pay." The failure to do so has resulted
11 in a underpayment of overtime compensation to PLAINTIFFS and other AGGRIEVED
12 EMPLOYEES by DEFENDANT.

13 16. In violation of the applicable sections of the California Labor Code and the
14 requirements of the Industrial Welfare Commission ("IWC") Wage Order, DEFENDANT
15 intentionally and knowingly failed to compensate PLAINTIFFS and the other AGGRIEVED
16 EMPLOYEES at the correct rate of pay for all overtime worked. This policy and practice of
17 DEFENDANT is intended to purposefully avoid the payment of the correct overtime
18 compensation as required by California law which allowed DEFENDANT to illegally profit and
19 gain an unfair advantage over competitors who complied with the law. To the extent equitable
20 tolling operates to toll claims by the AGGRIEVED EMPLOYEES against DEFENDANT, the
21 PAGA PERIOD should be adjusted accordingly.

22 17. As a result of their rigorous work schedules, PLAINTIFFS and other
23 AGGRIEVED EMPLOYEES were from time to time unable to take off duty meal breaks and
24 were not fully relieved of duty for meal periods. PLAINTIFFS and other AGGRIEVED
25 EMPLOYEES were from time to time required to perform work as ordered by DEFENDANT
26 for more than five (5) hours during a shift without receiving an off-duty meal break. Further,
27 DEFENDANT failed to provide PLAINTIFFS and AGGRIEVED EMPLOYEES with a second
28 off-duty meal period from time to time in which these employees were required by

1 DEFENDANT to work ten (10) hours of work. PLAINTIFFS and the other AGGRIEVED
2 EMPLOYEES therefore forfeited meal breaks without additional compensation and in
3 accordance with DEFENDANT's corporate policy and practice.

4 18. During the PAGA PERIOD, PLAINTIFFS and other AGGRIEVED
5 EMPLOYEES were from time to time also required to work in excess of four (4) hours without
6 being provided ten (10) minute rest periods. Further, these employees were denied their first
7 rest periods of at least ten (10) minutes for some shifts worked of at least two (2) to four (4)
8 hours, a first and second rest period of at least ten (10) minutes for some shifts worked of
9 between six (6) and eight (8) hours, and a first, second and third rest period of at least ten (10)
10 minutes for some shifts worked of ten (10) hours or more from time to time. PLAINTIFFS and
11 other AGGRIEVED EMPLOYEES were also not provided with one hour wages in lieu thereof.
12 As a result of their rigorous work schedules, PLAINTIFFS and other AGGRIEVED
13 EMPLOYEES were periodically denied their proper rest periods by DEFENDANT and
14 DEFENDANT's managers. Additionally, the applicable California Wage Order requires
15 employers to provide employees with off-duty rest periods, which the California Supreme Court
16 defined as time during which an employee is relieved from all work related duties and free from
17 employer control. In so doing, the Court held that the requirement under California law that
18 employers authorize and permit all employees to take rest period means that employers must
19 relieve employees of all duties and relinquish control over how employees spend their time
20 which includes control over the locations where employees may take their rest period.
21 Employers cannot impose controls that prohibit an employee from taking a brief walk - five
22 minutes out, five minutes back. Here, DEFENDANT's policy restricted PLAINTIFFS and
23 other AGGRIEVED EMPLOYEES from unconstrained walks and was unlawful based on
24 Defendant's rule which stated PLAINTIFFS and other AGGRIEVED EMPLOYEES could not
25 leave the work premises during their rest period.

26 19. DEFENDANT routinely underpaid sick pay wages to PLAINTIFFS and the
27 AGGRIEVED EMPLOYEES by failing to pay such wages at the regular rate of pay.
28 Specifically, PLAINTIFFS and the AGGRIEVED EMPLOYEES regularly earn

1 non-discretionary remuneration, including but not limited to, incentives, shift differential pay,
2 and bonuses. Rather than pay sick pay at the regular rate of pay, DEFENDANT underpaid sick
3 pay to PLAINTIFFS and the AGGRIEVED EMPLOYEES at their base rates of pay.

4 20. Cal. Lab. Code § 226 provides that every employer shall furnish each of his or her
5 employees with an accurate itemized wage statement in writing showing, among other things,
6 gross wages earned and all applicable hourly rates in effect during the pay period and the
7 corresponding amount of time worked at each hourly rate. DEFENDANT from time to time
8 failed to provide to PLAINTIFFS and the AGGRIEVED EMPLOYEES wage statements that
9 identify the correct gross and net wages earned, the applicable total hours worked worked and
10 rates of pay. PLAINTIFFS and AGGRIEVED EMPLOYEES were paid on an hourly basis.
11 As such, the wage statements should reflect all applicable hourly rates during the pay period and
12 the total hours worked, and the applicable pay period in which the wages were earned pursuant
13 to California Labor Code Section 226(a). The wage statements DEFENDANT provided to
14 PLAINTIFFS and other AGGRIEVED EMPLOYEES failed to identify such information. More
15 specifically, the wage statements failed to identify the accurate total hours worked each pay
16 period. For example, Plaintiff Bartlett's wage statement identified by pay date April 16, 2020
17 provides that Plaintiff Bartlett worked a total of 110.165 hours, 22.1668 of which were hours
18 worked at \$16 per hour ("Regular"), 37 of which were hours worked at \$19 ("Comp Absence"),
19 and the remaining 50.9990 hours at \$2.00 per hour ("Thank You"). Plaintiff Bartlett however
20 was paid no overtime and his time records do not comport with the total hours worked provided
21 on his wage statements. Similarly, and as a further example, Plaintiff Vaglienty's wage
22 statement identified by pay date April 30, 2020 provides that Plaintiff Vaglienty worked a total
23 of 101.90 hours, 50.95 of which were hours worked at \$2 per hour ("Thank You") and the
24 remaining 50.95 hours at \$18.60 per hour ("Regular"). Plaintiff Vaglienty however was paid
25 no overtime and her time records do not comport with the total hours worked provided on her
26 wage statements. The wage statements both mislead and fail to provide PLAINTIFFS and the
27 the AGGRIEVED EMPLOYEES notice of "total hours worked" mandated by California Labor
28 Code Section 226. In addition, whenever sick pay wages are underpaid to PLAINTIFFS and

1 the AGGRIEVED EMPLOYEES, DEFENDANT failed to furnish wage statements that
2 accurately show and itemize applicable hourly rates for sick time taken. Notably, the wage
3 statements issued to PLAINTIFFS and the AGGRIEVED EMPLOYEES provided for sick time
4 at a rate lower than their regular rate of pay in violation of California Labor Code Sections 203
5 and 204. Aside, from the violations listed above, DEFENDANT failed to issue to PLAINTIFFS
6 and the AGGRIEVED EMPLOYEES itemized wage statements that lists all the requirements
7 under California Labor Code 226 *et seq.* As a result, DEFENDANT from time to time provided
8 PLAINTIFFS and the other members of the AGGRIEVED EMPLOYEES with wage statements
9 which violated Cal. Lab. Code § 226.

10 21. DEFENDANT intentionally and knowingly failed to reimburse and indemnify
11 PLAINTIFFS and the other AGGRIEVED EMPLOYEES for required business expenses
12 incurred by the PLAINTIFFS and other AGGRIEVED EMPLOYEES in direct consequence
13 of discharging their duties on behalf of DEFENDANT. Under California Labor Code Section
14 2802, employers are required to indemnify employees for all expenses incurred in the course
15 and scope of their employment. Cal. Lab. Code § 2802 expressly states that "an employer shall
16 indemnify his or her employee for all necessary expenditures or losses incurred by the employee
17 in direct consequence of the discharge of his or her duties, or of his or her obedience to the
18 directions of the employer, even though unlawful, unless the employee, at the time of obeying
19 the directions, believed them to be unlawful."

20 22. In the course of their employment PLAINTIFFS and other AGGRIEVED
21 EMPLOYEES as a business expense, were required by DEFENDANT to use their own personal
22 cellular phones as a result of and in furtherance of their job duties as employees for
23 DEFENDANT but were not reimbursed or indemnified by DEFENDANT for the cost
24 associated with the use of their personal cellular phones for DEFENDANT's benefit.
25 Specifically, PLAINTIFFS and other AGGRIEVED EMPLOYEES were required by
26 DEFENDANT to use their personal cellular phones to for work related issues. As a result, in
27 the course of their employment with DEFENDANT, PLAINTIFFS and other AGGRIEVED
28 EMPLOYEES incurred unreimbursed business expenses which included, but were not limited

1 to, costs related to the use of their personal cellular phones all on behalf of and for the benefit
2 of DEFENDANT.

3 23. By reason of this conduct applicable to PLAINTIFFS and all AGGRIEVED
4 EMPLOYEES, DEFENDANT engaged in a company-wide policy and procedure failed to
5 accurately calculate and record the correct overtime rate for the overtime worked, all missed or
6 untimely meal periods and rest periods, and all time worked; and failed to pay all minimum,
7 overtime, and sick wages by PLAINTIFFS and the AGGRIEVED EMPLOYEES . The proper
8 calculation of these employees' overtime hour rates is the DEFENDANT's burden. As a result
9 of DEFENDANT's intentional disregard of the obligation to meet this burden, DEFENDANT
10 failed to properly calculate and/or pay all required overtime compensation for work performed
11 by the AGGRIEVED EMPLOYEES and violated the California Labor Code and regulations
12 promulgated thereunder as herein alleged.

13 24. All of the conduct and violations alleged herein occurred during the
14 PAGAPERIOD. To the extent that any of the conduct and violations alleged herein did not
15 affect PLAINTIFFS during the PAGA PERIOD, PLAINTIFFS seek penalties for those
16 violations that affected other AGGRIEVED EMPLOYEES pursuant to *Carrington v. Starbucks*
17 *Corp.* 2018 AJDAR 12157 (Certified for Publication 12/19/18).

18
19 **JURISDICTION AND VENUE**

20 25. This Court has jurisdiction over this Action pursuant to California Code of Civil
21 Procedure, Section 410.10.

22 26. Venue is proper in this Court pursuant to California Code of Civil Procedure,
23 Sections 395 and 395.5, because DEFENDANT (i) currently maintains and at all relevant times
24 maintained offices and facilities in this County and/or conducts substantial business in this
25 County, and (ii) committed the wrongful conduct herein alleged in this County against
26 PLAINTIFFS and the AGGRIEVED EMPLOYEES.

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28 ///

1 **FIRST CAUSE OF ACTION**

2 **For Violation of the Private Attorneys General Act**

3 **[Cal. Lab. Code §§ 2698, *et seq.*]**

4 **(By PLAINTIFFS and Against All Defendants)**

5 27. PLAINTIFFS incorporate by reference, as though fully set forth herein, the prior
6 paragraphs of this Complaint.

7 28. PAGA is a mechanism by which the State of California itself can enforce state
8 labor laws through the employee suing under the PAGA who do so as the proxy or agent of the
9 state's labor law enforcement agencies. An action to recover civil penalties under PAGA is
10 fundamentally a law enforcement action designed to protect the public and not to benefit private
11 parties. The purpose of the PAGA is not to recover damages or restitution, but to create a
12 means of "deputizing" citizens as private attorneys general to enforce the Labor Code. In
13 enacting PAGA, the California Legislature specified that "it was ... in the public interest to
14 allow aggrieved employees, acting as private attorneys general to recover civil penalties for
15 Labor Code violations ..." Stats. 2003, ch. 906, § 1. Accordingly, PAGA claims cannot be
16 subject to arbitration.

17 29. PLAINTIFFS, and such persons that may be added from time to time who satisfy
18 the requirements and exhaust the administrative procedures under the Private Attorney General
19 Act, bring this Representative Action on behalf of the State of California with respect to
20 themselves and all individuals who are or previously were employed by DEFENDANT in
21 California and classified as non-exempt employees ("AGGRIEVED EMPLOYEES") during
22 the time period of December 3, 2019 until a date as determined by the Court (the "PAGA
23 PERIOD").

24 30. On December 3, 2020, PLAINTIFFS gave written notice by electronic mail to the
25 Labor and Workforce Development Agency (the "Agency") and by certified mail to the
26 employer of the specific provisions of this code alleged to have been violated as required by
27 Labor Code § 2699.3. The statutory waiting period for PLAINTIFFS to add these allegations
28 to the Complaint has expired. As a result, pursuant to Section 2699.3, PLAINTIFFS may now

1 commence a representative civil action under PAGA pursuant to Section 2699 as the proxies
2 of the State of California with respect to all AGGRIEVED EMPLOYEES as herein defined.

3 31. On February 25, 2021, PLAINTIFF gave written notice by electronic mail to
4 the Agency and by certified mail to the employer of the specific provisions of this code alleged
5 to have been violated as required by Labor Code § 2699.3. The statutory waiting period for
6 PLAINTIFFS to add these allegations to the operative Complaint has expired. As a result,
7 pursuant to Section 2699.3, PLAINTIFFS may now commence a representative civil action
8 under PAGA pursuant to Section 2699 as the proxy of the State of California with respect to
9 all AGGRIEVED EMPLOYEES as herein defined.

10 32. The policies, acts and practices heretofore described were and are an unlawful
11 business act or practice because DEFENDANT (a) failed to provide PLAINTIFFS and the other
12 AGGRIEVED EMPLOYEES accurate itemized wage statements, (b) failed to properly record
13 and provide legally required meal and rest periods, (c) failed to pay overtime wages, (d) failed
14 to pay minimum wages, (e) failed to reimburse for required expenses, and (f) failed to provide
15 wages when due, all in violation of the applicable Labor Code sections listed in Labor Code §§
16 201, 202, 203, 204 *et seq.*, 210, 226(a), 226.7, 233, 246, 248.5, 351, 510, 512, 558(a)(1)(2),
17 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040,
18 Subdivision 5(A)-(B), and the applicable Industrial Wage Order(s), and thereby gives rise to
19 civil penalties as a result of such conduct.¹ PLAINTIFFS hereby seek recovery of only civil
20 penalties as prescribed by the Labor Code Private Attorney General Act of 2004 as the
21 representatives of the State of California for the illegal conduct perpetrated on PLAINTIFFS
22 and the other AGGRIEVED EMPLOYEES.

23 ///

24 ///

27
28 ¹Plaintiffs specifically exclude and/or do not allege any claims under California Labor
Code §558(a)(3).

1 **PRAYER FOR RELIEF**

2 WHEREFORE, PLAINTIFFS pray for judgment against each Defendant, jointly and
3 severally, as follows:

4 On behalf of the State of California and with respect to all AGGRIEVED EMPLOYEES:

5 A) Recovery of civil penalties as prescribed by the Labor Code Private Attorneys
6 General Act of 2004; and,

7 B) An award of attorneys' fees and cost of suit, as allowable under the law,
8 including, but not limited to, pursuant to Labor Code §2699.

9 Dated: February __, 2021

10 **BLUMENTHAL NORDREHAUG**
11 **BHOWMIK DE BLOUW LLP**

12 By: _____
13 Norman B. Blumenthal
14 Attorneys for Plaintiffs
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