

**BLUMENTHAL NORDREHAUG BHOWMIK
DE BLOUW LLP**

Norman B. Blumenthal (SBN #068687)

Kyle R. Nordrehaug (SBN #205975)

Aparajit Bhowmik (SBN #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 Plaintiff

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF SACRAMENTO**

MELISSA DUFFELL, on behalf of the State of
California, as a private attorney general,

Plaintiff,

v.

WAG HOTELS, INC., a Corporation; and
DOES 1 through 50, Inclusive,

Defendants.

Case No. **34-2021-00304566**

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

Hearing Date: August 12, 2022

Hearing Time: 9:00 a.m.

Reservation No. 2656546

Judge: Hon. Lauri A. Damrell

Dept.: 28

Action Filed: July 19, 2021

Trial Date: Not Set

1 I, Kyle Nordrehaug, declare as follows:

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

8 2. A true and correct copy of the fully executed Settlement Agreement
9 (“Settlement Agreement”) with Defendant Wag Hotels, Inc. (“Defendant”) is attached as
10 Exhibit #1. A proposed order approving the PAGA settlement is submitted herewith.

11 3. Plaintiff and Defendant agreed to mediate with Tripper Ortman. Prior to the
12 mediation, the Parties conducted significant investigation and discovery of the facts and law.
13 Defendant produced hundreds of documents relating to its policies, practices, and procedures
14 regarding paying non-exempt employees for all hours worked, overtime, meal and rest
15 period policies, payroll and operations policies, and more. Plaintiff was provided with
16 sufficient records and data to determine the number of Aggrieved Employees and the number
17 of workweeks in the PAGA Period. The Parties agree that the above-described investigation
18 and evaluation, as well as the information exchanged during the settlement negotiations, are
19 more than sufficient to assess the merits of the Parties’ positions and to compromise the
20 issues on a fair and equitable basis. Plaintiff’s theory of PAGA liability as argued at
21 mediation alleged that Defendant required the Aggrieved Employees to submit to a COVID
22 screening prior to clocking in for their shifts but failed to pay the proper minimum wages for
23 the time spent submitting to these COVID symptom screenings. Additional unpaid off-the-
24 clock work alleged by Plaintiff rests on Plaintiff’s allegations that Defendant required that
25 Aggrieved Employees send out informative shift notes after each shift. Plaintiff also alleged
26 that Defendant required the Aggrieved Employees to sign On Duty Meal Period Agreements
27 despite the lack of any facts suggesting that the nature of the work done by the Aggrieved
28 Employees prevented them from being relieved of all duties during their meal breaks.

Moreover, Plaintiff alleges that Defendant violated the Aggrieved Employees' rest break rights by requiring rest breaks to be taken in the "closest break areas" as opposed to allowing each employee to choose where they wanted to spend their break time. Additionally, Plaintiff alleges that Defendant's wage statements were faulty because they failed to state the total number of hours worked and also that Defendant failed to reimburse for cell phone expenses because employees were required to use their personal cell phones for work-related matters such as scheduling issues. Defendant denies Plaintiff's allegations and argues that it complied with the California Labor Code at all times. On April 20, 2022, the Parties engaged in an all-day mediation session before Mediator Ortman, a respected and experienced mediator knowledgeable of both the wage and hour laws and representative claims at issue in this action. Through arms-length negotiations with the assistance of the mediator, the Parties reached an agreement to settle the PAGA claims in this action which led to the signing of a Memorandum of Understanding memorializing the settlement.¹ The settlement was negotiated in light of all known facts and circumstances and the uncertainty associated with litigation – including the risk of Plaintiff not being able to maintain representative claims, the difficulty of proving Plaintiff's claims in a manageable trial, the merits of Defendant's potential defenses, and the significant delay and potential appellate issues inherent to litigation – and was reached after extensive arm's length negotiations, with the assistance of Mediator Ortman.

4. The claim before this court is the representative claim under PAGA on behalf of the State of California for civil penalties pursuant to the PAGA. The parties have agreed to settle this PAGA claim in its entirety after investigation and arm's length mediation. The PAGA settlement is subject to Court approval consistent with Labor Code §2699(1)(2).

¹ In addition to the Gross PAGA Settlement Amount, Defendant has agreed to separately settle Plaintiff's individual claims pursuant to a separate confidential Individual Settlement Agreement ("Individual Settlement"). (Settlement Agreement at §III ¶23(b).) The individual claims were not at issue in this action and exist independent and apart from the PAGA claims at issue before the Court. See *Kim v. Reins Int'l Cal., Inc.*, 9 Cal. 5th 73, 80 (2020) (the "[s]ettlement of individual claims does not strip an aggrieved employee of standing, as the state's authorized representative, to pursue PAGA remedies" nor resolve the PAGA claims.).

1 (Settlement Agreement at §III ¶22(a).) The Settlement Agreement negotiated by the Parties
2 provides for a “Gross PAGA Settlement Amount” payment in the amount of \$730,000 to
3 resolve the Released PAGA Claims (hereinafter referred to as the “PAGA Settlement”).
4 From this PAGA Settlement of \$730,000, there is a deduction of attorneys’ fees in the
5 amount of \$243,333 (which is one-third of the PAGA Settlement), reimbursement of
6 incurred costs in an amount not to exceed \$20,000, and Settlement Administration Costs not
7 to exceed \$15,000. (Settlement Agreement at §III ¶22(b)-(c).)² After these deductions, the
8 amount remaining is the “PAGA Payment”, which is estimated to be \$451,667.00. Of the
9 PAGA Payment amount, seventy-five percent (75%) will be paid to the LWDA and the
10 remaining twenty-five percent (25%) will be paid to the Aggrieved Employees (Settlement
11 Agreement at III ¶22(a)(1).) “Aggrieved Employees” means all individuals who were
12 employed by Defendant in California and classified as non-exempt employees during the
13 PAGA Period. The PAGA Period is the time period from July 19, 2020 to July 6, 2022.
14 (Settlement Agreement at §I ¶¶ 2, 10).) The Individual PAGA Payment for each Aggrieved
15 Employee shall be based on the number of pay periods each Aggrieved Employee worked
16 during the PAGA Period as a percentage of the total pay periods worked by all Aggrieved
17 Employees during the PAGA Period. (*Id.*) The PAGA Period is the time period from July
18 19, 2020 to July 6, 2022. (Settlement Agreement at I ¶10). Defendant has provided the
19 declaration to PAGA Counsel as to the number of pay periods for the Aggrieved Employees.
20 (Settlement Agreement at § III ¶21). Defendant’s declaration represents that there are
21 approximately 15,694 pay periods during the PAGA Period. Upon entry of final judgment,
22 the Released Parties shall be entitled to a release from the State of California and the
23 Aggrieved Employees only for all “Released PAGA Claims”, which means “all PAGA
24 claims for civil penalties under California Labor Code §§ 2698 *et seq.*, predicated on the

25 ² In the event the Court approves less than One-Third of the Gross PAGA Settlement Amount in
26 Attorneys’ Fees or less than \$20,000 in Attorneys’ Expenses to PAGA Counsel, the unawarded
27 difference will be added to the PAGA Payment and not to PAGA Counsel or the Defendant.
28 (Settlement Agreement at §III ¶22(b)). In the event the Court approves less than \$15,000 to
administer the settlement or if the actual cost to administer the settlement is less than \$15,000, the
difference will be added to the PAGA Payment. (*Id.* at ¶22(c).)

1 California Labor Code claims that are asserted in the LWDA Notice and operative complaint
2 which includes PAGA claims for civil penalties pursuant to Labor Code section 2699, *et seq.*
3 for violations of Labor Code sections §§ 201, 202, 203, 204, 226(a), 226.7, 226.8, 510, 512,
4 558, 1194, 1197, 1198, 2802 and applicable Industrial Welfare Commission Wage Orders
5 (the “Released PAGA Claims”).” (Settlement Agreement at §III ¶23(a).) The Released
6 PAGA Claims do not include underlying wage and hour claims, claims for wrongful
7 termination, discrimination, unemployment insurance, disability, and workers’
8 compensation, and claims outside of the PAGA Period. The Released PAGA Claims do not
9 include any claims that cannot be released as a matter of law. (*Id.*) The Settlement
10 Agreement expressly confirms that “In no event shall the release of the Released PAGA
11 Claims in this Settlement Agreement release any individual claims of the Aggrieved
12 Employees aside from Plaintiff who has entered into a Confidential Individual Settlement
13 Agreement.” (*Id.*)

14 5. Attorneys’ fees equal to one-third of the Gross PAGA Settlement amount
15 (\$243,333.00) and litigation expenses in an amount not to exceed \$20,000.00 will also be
16 paid to PAGA Counsel as part of the settlement in accordance with California Labor Code §
17 2699(g)(1), as set forth in the Settlement Agreement.³ Lastly, payment to the Settlement
18 Administrator in an amount not to exceed \$15,000 to perform the administrative duties to
19 distribute the settlement money shall also be paid.

20 6. As experienced counsel, we believe that the PAGA Settlement is fair and
21 reasonable and therefore should be approved in light of Defendant's potential defenses to the
22 violations at issue, the risks and costs of continued litigation. Here, the Gross PAGA
23 Settlement Amount of \$730,000 is significantly more than many other PAGA settlements
24 and constitutes approximately \$46 per pay period. This PAGA Settlement amount compares
25 favorably to the estimated amount of PAGA penalties. With the assistance of an expert,
26 Plaintiff calculated that the maximum amount of statutory PAGA civil penalties was
27

28 ³ As set forth below in paragraph 9, PAGA Counsel incurred costs in the current amount of \$13,369.95, which is less than the cost allocation in the Settlement Agreement.

1 potentially \$1,569,400 based on 15,694 pay periods applicable to the Aggrieved Employees
2 during the PAGA Period.⁴ Importantly, however, these calculations were performed at the
3 maximum statutory rate for the penalties, when in fact, it is likely that any penalties awarded
4 would be at a lower rate. California Labor Code Section 2699(e)(1) permits a Court to
5 award a lesser amount than the maximum civil penalty if based on the facts and
6 circumstances to do otherwise would result in an award that is "unjust, arbitrary and
7 oppressive or confiscatory." In *Carrington v. Starbucks Corp.*, 30 Cal. App. 5th 504 (2018),
8 the Court of Appeal affirmed a judgment after trial which only provided for a PAGA penalty
9 of \$5 per pay period. Therefore, at trial, any PAGA penalties awarded could be significantly
10 less than Plaintiff's calculation even where Plaintiff prevailed on the PAGA claim. If the
11 amount of \$5 per pay period from *Carrington v. Starbucks* is used, the potential recovery of
12 civil penalties would be only \$80,215, which is far less than what this settlement provides.

13 7. Here, Plaintiff would need to prove that each Aggrieved Employee suffered a
14 violation for each period the employee worked in relation to meal or rest period violations,
15 failure to pay minimum or overtime wages, failure to provide accurate itemized wage
16 statements, failure to pay wages when due and failure to reimburse employees for required
17 expenses. Defendant maintains that Plaintiff and the Aggrieved Employees were properly
18 compensated, and that they did not violate the Labor Code. Accordingly, Defendant disputes
19 and denies Plaintiff's allegations and claims asserted in the complaint which are resolved by
20 the Settlement Agreement. Defendant asserted additional defenses to the PAGA claim, not
21 only as to liability but also as to the amount of the penalties. Defendant could argue that no
22 penalties prior to the PAGA notification should be awarded because the violations were not
23 intentional, and at least one Court has so ruled. These defenses present a risk to the PAGA
24 claims and the potential that some or all of the PAGA penalties sought may not be awarded.

26 ⁴ Stacking is where more than one civil penalty is imposed in a pay period for the same conduct.
27 The valuation of \$1,569,400 is the civil penalty amount without stacking. If stacking is permitted,
28 then the valuation increases with each additional penalty added to each pay period. Plaintiff,
however, is not aware of any PAGA award which permitted stacking and in the cases cited herein,
only one penalty per pay period was assessed.

1 Given Defendant's potential defenses to the violations at issue, the risks and costs of
2 continued litigation, Plaintiff and her attorneys believe that the PAGA Settlement is fair and
3 reasonable. Defendant has similarly concluded that it is desirable that the action is settled in
4 the manner and upon the terms and conditions set forth in the Settlement Agreement in order
5 to avoid further expense, inconvenience and distraction of further legal proceedings, as well
6 as the uncertainty of litigation. Defendant has determined that it is desirable and beneficial
7 to put to rest the claims in this action and Defendant agrees that the PAGA Settlement is fair,
8 reasonable, and adequate. PAGA Counsel have significant experience litigating wage and
9 hour claims including claims for PAGA penalties, and the PAGA Settlement here is similar
10 to or greater than similar settlements that courts have approved. This PAGA Settlement,
11 along with the other terms of the proposed settlement, were negotiated by experienced
12 counsel at arm's length with the assistance of a private mediator, Tripper Ortman. As set
13 forth in the accompanying proof of service, the LWDA has been provided notice of this
14 motion and the PAGA settlement. The decision of the LWDA to accept the PAGA
15 Settlement and not oppose the motion should be given considerable weight. This is not a
16 situation where the Court needs to be concerned about the rights of absent employees as in a
17 class settlement, as this PAGA-only settlement does not release the individual claims of
18 absent employees, and the LWDA is a sophisticated government entity that is more than able
19 to look out for its own rights.

20 8. PAGA Counsel seek approval of attorneys' fees from the PAGA settlement in
21 the amount of \$243,333 representing one-third of the \$730,000 Gross PAGA Settlement
22 Amount. The payment of attorneys' fees and costs to Plaintiff's Counsel under the
23 Settlement Agreement is supported by several factors. First, the requested fees are justified
24 by the result achieved. PAGA Counsel negotiated a recovery of \$730,000, and this result
25 justifies the requested fees equal to one third of this recovery. This percentage is within the
26 standard contingent recovery percentage of one-third, and this percentage is what was
27 expressly approved by the Supreme Court in *Laffitte v. Robert Half Int'l Inc.*, 1 Cal.5th 480,
28 504, (2016). Second, the fee award is justified by the work performed and contributions to

1 the case. As detailed in the accompanying Declaration of Kyle Nordrehaug at ¶9, the fee
2 award represents PAGA Counsel's current lodestar of \$126,392.25 with a reasonable
3 multiplier, with significant additional work to be performed to complete the approval and
4 settlement process, such that multiplier will ultimately be less than 1.7. Third, the
5 consideration of the enhancement factors justify the enhancement of the lodestar. Courts
6 multiply the lodestar by a factor to account for the risk of non-payment, delay in payment,
7 the quality of work, and the novelty and difficulty of the issues involved. As detailed in the
8 accompanying billing statements, true and correct copies of which are attached hereto as
9 Exhibit #2, the current lodestar for my firm in this matter as of July 15, 2022 is \$126,392.25
10 for more than 204 hours of work prosecuting the claims being resolved by this Settlement.⁵
11 This time does not include time incurred after the billing was finalized and the time spent
12 managing the completion of the settlement, which I estimate will add \$25,000 to \$40,000 in
13 additional lodestar.

14 9. The award of litigation expenses is based upon the actual expenses incurred by
15 Plaintiff and PAGA Counsel, which currently are \$13,369.95. Under the Settlement
16 Agreement, PAGA Counsel will be recovering litigation expenses in the total amount of
17 \$13,369.95, which is less than the \$20,000 allocation for costs in the Settlement Agreement,
18 so the difference of \$6,630.05 will be added to the PAGA Payment amount. The litigation
19 expenses incurred by my firm in the amount of \$13,369.95 were all reasonably necessary to
20 the litigation, and are detailed in Exhibit #2 attached hereto.

21 Experience and Qualifications

22 10. I have represented hundreds of thousands of employees in hundreds of legal
23 matters, including PAGA lawsuits and hundreds of employment class actions. Blumenthal
24 Nordrehaug Bhowmik De Blouw LLP's practice is devoted almost entirely to the
25
26

27 ⁵ Blumenthal Nordrehaug Bhowmik De Blouw LLP switched billing programs in June 2022,
28 so Exhibit #2 consists of two billing statements, the first from Tussman covers work from
inception to June 2022, and the second from Clio covers work from June 2022 to the present.

1 prosecution of wage and hour class action and PAGA action matters. The attorneys at
2 Blumenthal Nordrehaug Bhowmik De Blouw LLP have been appointed lead counsel in
3 hundreds of contested motions for class certification including many consolidated wage and
4 hour matters.

5 (a) Blumenthal Nordrehaug Bhowmik De Blouw LLP was responsible for
6 handling the briefing and argument that resulted in the landmark ruling of *Sakkab v.*
7 *Luxottica Retail N. Am., Inc.*, 803 F.3d 425 (9th Cir. 2015). There, Blumenthal Nordrehaug
8 Bhowmik De Blouw LLP overcame opposition by Littler Mendelson and amici Curiae briefs
9 submitted by Mayer Brown LLP to persuade the Ninth Circuit of the importance of the
10 substantive rights of the State of California under the California Private Attorney General
11 Act of 2004 ("PAGA"). Blumenthal Nordrehaug Bhowmik De Blouw LLP took the lead on
12 this case where the ruling was the reaffirmation of the PAGA statute and the *Iskanian* rule.
13 Blumenthal Nordrehaug Bhowmik De Blouw LLP also has recently engaged in noted
14 appellate work on the subject of class actions in the California Court of Appeals resulting in
15 the opinions handed down in *Securitas Sec. Services USA, Inc. v. Superior Court*, 234 Cal.
16 App. 4th 1109, 184 Cal. Rptr. 3d 568 (2015) (class or representative action waiver in an
17 employment-related arbitration agreement was unenforceable); *Altman v. Solarcity Corp.*,
18 No. D067582, 2016 Cal. App. Unpub. LEXIS 3536 (Ct. App. May 13, 2016) (same). In
19 2015, Blumenthal Nordrehaug Bhowmik De Blouw LLP received an award from the Daily
20 Journal for Top Appellate Reversal, and I received an award from the Daily Journal as Top
21 Labor & Employment Attorney 2016.

22 (b) Blumenthal Nordrehaug Bhowmik De Blouw LLP has litigated
23 hundreds of PAGA claims. In particular, in the last several years Blumenthal Nordrehaug
24 Bhowmik De Blouw LLP negotiated court-approved PAGA settlements with: (i) Mattress
25 Firm in the amount of \$3,750,000 (*Miller v. Mattress Firm*, Santa Clara County Superior
26 Court Case No. 17CV313148); (ii) CH Robinson in the amount of \$630,000 (*Poublon v.*
27 *C.H. Robinson*, U.S.D.C. Central District of California Case No. 12-06654); (iii) Accentcare
28 in the amount of \$500,000 (*Lanuza v. Accentcare*, San Francisco Superior Court Case No.

1 CGC-18-565521); (iv) Prime Healthcare in the amount of \$700,000 (*Ortega v. Prime*
2 *Healthcare Paradise Valley, LLC*, Superior Court of California for the County of San Diego,
3 Case No. 37-2014-00011240); (v) Planet Beauty in the amount of \$200,000 (*Sanchez v.*
4 *Beena Beauty Holding, Inc.*, Superior Court of California for the County of Los Angeles,
5 Case No. BC566065); (vi) Holman Automotive Group in the amount of \$580,000 (*Gabriel v.*
6 *KUNI SDI, LLC, et al.*, Superior Court of California for the County of San Diego, Case No.
7 37-2017-00025191); (vii) Aircraft Service International in the amount of \$1,100,000 (*Martin*
8 *v. Aircraft Service International, Inc., et al.*, Superior Court of California, County of San
9 Francisco Case No. CGC-18-566072); (viii) Easy Driving School in the amount of \$896,000
10 (*Thomas v. Easy Driving School*, Superior Court for the County of San Diego, Case No. 37-
11 2018-00047639); (ix) Café Rio in the amount of \$835,000 (*Quincho v. Café Rio*, Superior
12 Court for the County of San Bernardino, Case No. CIVDS2011822); (x) Altamed in the
13 amount of \$1,570,000 (*Meek v. Altamed Health Services*, Superior Court for the County of
14 Los Angeles, Case No. 20STCV47464); (xi) Lululemon in the amount of \$1,200,000
15 (*O'Donnell v. Lululemon USA, Inc.*, Superior Court for the County of Ventura, Case No. 56-
16 2020-00542441); and (xii) Yourmechanic in the amount of \$1,285,000 (*Provost v.*
17 *Yourmechanic, Inc.*, Superior Court for the County of San Diego, Case No. 37-2017-
18 00024056). Based upon our significant experience litigating claims for PAGA penalties, the
19 opinion of experience counsel is that this is an excellent settlement and the PAGA Payment
20 here is greater on a per pay period basis than similar settlements that my firm has previously
21 negotiated and which courts have approved.

22 (c) Then Chief Judge Irma Gonzales in a consolidated class action
23 representing hundreds of armed forces officers held that Blumenthal Nordrehaug Bhowmik
24 De Blouw LLP was "qualified counsel with extensive experience in class action litigation."
25 *McPhail v. First Command Fin. Planning, Inc.*, 247 F.R.D. 598, 611 (S.D. Cal. 2007).
26 Examples of other contested actions where class certification was granted Blumenthal
27 Nordrehaug Bhowmik De Blouw LLP was appointed lead class counsel in wage and hour
28 class actions in Federal Court include *Schulz v. Qualxserv, LLC*, 2012 U.S. Dist. LEXIS

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

23 (d) Over the course of the litigation, a number of attorneys in my firm have
24 worked on this matter. Their credentials are reflected in the Blumenthal Nordrehaug
25 Bhowmik De Blouw LLP firm resume, a true and correct copy of which is attached hereto as
26 Exhibit #3. Some of the major cases our firm has undertaken are also set forth in Exhibit #3.
27 The bulk of the attorneys involved in this matter at Blumenthal Nordrehaug Bhowmik De
28 Blouw LLP have had extensive representative and class litigation experience, much of it in

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

14 12. The hourly rates for staff at Blumenthal Nordrehaug Bhowmik De Blouw LLP
15 are as follows: Partner Attorneys from \$695 to \$795, Associate Attorneys from \$325 to
16 \$550, Paralegals from \$250 to \$275. The rates charged by my firm are in line with the
17 prevailing rates of attorneys in the local legal community for similar work and, if this were a
18 commercial matter, these are the charges that would be made and presented to the client.
19 These hourly rates have been approved by Court's throughout California, including the
20 Courts in the Superior Court of California. In fact, on August 1, 2018, District Judge Andre
21 Birotte Jr. explicitly found that Class Counsel's "rates generally appear reasonable and 'in
22 line with those prevailing in the [relevant] community'—the Central District of California".
23 Finally, the reasonableness of Class Counsel's hourly rates is further confirmed by
24 comparing such rates with the rates of comparable counsel practicing complex and class
25 litigation as detailed in the National Law Journal Billing Survey. See e.g. *Zest IP Holdings,*
26 *LLC v. Implant Direct MFG., LLC*, 2014 U.S. Dist. LEXIS 167563 (S.D. Cal. 2014) (finding
27 that "Mayer Brown's \$775 average billing rate for partners" and "Mayer Brown's \$543
28 average associate billing rate" are reasonable rates when compared within 21 other firms

1 practicing in the Southern District of California.) This survey is useful to show that Class
2 Counsel's rates are in line with the comparable rates of the defense counsel that opposes
3 these types of class claims, such as Mayer Brown noted above who is defense counsel in
4 cases currently being prosecuted by Class Counsel. In another example, Sheppard Mullin
5 Richter & Hampton, who is opposing counsel in many cases prosecuted by Class Counsel
6 (one of the most frequent opposing counsel), charges rates as high as \$875 for partners and
7 \$535 for associates. Similarly, Paul Hastings, another opposing counsel in these types of
8 cases, charges between \$900 and \$750 for partners and \$755 and \$335 for associates. Thus,
9 the rates charged by my firm for comparable work are less than these examples, and are
10 therefore undoubtedly reasonable.

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

14 15. Settlement Administration – ILYM was selected as the Administrator based
15 upon their estimate. A true and correct copy of the estimate from ILYM is attached hereto as
16 Exhibit #6, and the estimate provides for Settlement Administration Costs in the amount of
17 \$12,590 for 1,100 aggrieved employees. I have used ILYM Group successfully as the
18 administrator in more than twenty settlements in the last several years and know them to be
19 competent and experienced.

20 I declare under penalty of perjury under the laws of the State of California that the
21 foregoing is true and correct. Executed this 18th day of July, 2022, at San Diego, California.

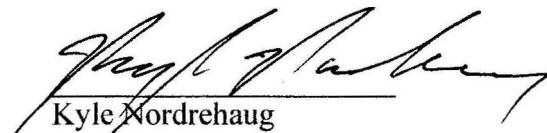
22
23
24 
25 Kyle Nordrehaug
26
27
28

EXHIBIT #1

SETTLEMENT AGREEMENT

This Settlement Agreement (“Settlement Agreement”) is made and entered into between Plaintiff Melissa Duffell (“Plaintiff”) acting in her private attorney general capacity, and Defendant Wag Hotels, Inc. (hereinafter referred to as “Defendant”).

I. DEFINITIONS

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

1. “Action” means the action entitled *Melissa Duffell v. Wag Hotels, Inc.*, pending in the Superior Court of California, County of Sacramento, Case No. 34-2021-00304566.
2. “Aggrieved Employees” means all individuals who were employed by Defendant in California and classified as non-exempt employees during the PAGA Period.
3. “Aggrieved Employees List” means the spreadsheet containing the list of Aggrieved Employees with their social security numbers, last known addresses, and their dates of employment and/or pay periods worked as an Aggrieved Employee during the PAGA Period.
4. “Court” means the Superior Court of California, County of Sacramento.
5. “Individual PAGA Payment” means the amount to be paid to each of the Aggrieved Employees out of 25% of the PAGA Payment under Labor Code section 2699 with such individual shares to be based on the number of pay periods during which an individual worked as an Aggrieved Employee during the PAGA Period divided by the total number of pay periods worked by all Aggrieved Employees during the PAGA Period. 100% of all PAGA penalties will be considered payment of penalties, and the Aggrieved Employees will be issued an IRS Form 1099 and will be responsible for payment of any and all taxes that are due as a result of their PAGA penalty settlement payments.
6. “LWDA” means the California Labor Workforce Development Agency.
7. “Gross PAGA Settlement Amount” means the total sum of \$730,000 for payment of the Administration Costs, Attorneys’ Fees, Attorneys’ Expenses and Costs, and the PAGA Payment. The Gross PAGA Settlement Amount shall be all-in with no reversion to Defendant.
8. “PAGA” means the California Labor Code Private Attorneys General Act, California Labor Code § 2698 *et seq.*
9. “PAGA Payment” means the total amount remaining in the Gross PAGA Settlement Amount after payment of the Attorneys’ Fees, Attorneys’ Expenses and Costs, and Administration Costs. The PAGA Payment shall be allocated under Labor Code section 2699 with 75% of the Section 2699 payment going to the LWDA and 25% to the Aggrieved Employees.

10. “PAGA Period” means the time period from July 19, 2020 to July 6, 2022.
11. “Parties” means Plaintiff Melissa Duffell and Defendant Wag Hotels, Inc.
12. “PAGA Counsel” means the law firm of Blumenthal Nordrehaug Bhowmik De Blouw LLP.
13. “Released Parties” means Defendant and any of its agents, officers, directors, employees, stockholders, members, parent corporations, subsidiaries, affiliates, partners, predecessors and successors in interest, insurers, and assigns of the foregoing.
14. “Settlement Administrator” means ILYM Group.

II. RECITALS

15. PAGA Counsel mailed the necessary correspondence to the California Labor and Workforce Development Agency (“LWDA”) on April 29, 2021 on behalf of Plaintiff Melissa Duffell, requesting authorization from the LWDA to seek civil penalties as provided by the Private Attorney General Act of 2004 (“PAGA”) for the wage and hour violations alleged in the LWDA Notice. The 65-day notice period for the LWDA to notify of its intent to investigate expired on July 4, 2021.

16. On July 19, 2021, Plaintiff Duffell filed a Representative Action Complaint against Defendant Wag Hotels, Inc. alleging a single cause of action for recovery of civil penalties for Violation of the PAGA [Labor Code §§ 2698, *et seq.*] in the Superior Court of the State of California, County of Sacramento (Case No. 34-2021-00304566).

17. On April 20, 2022, the Parties engaged in a mediation session before mediator Tripper Ortman. Through arms-length negotiations with the assistance of the mediator, the Parties reached an agreement to settle the Action which led to the signing of a Memorandum of Understanding.

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

III. OPERATIVE TERMS OF SETTLEMENT AGREEMENT

The Parties agree as follows:

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

Nothing in this Settlement Agreement, nor any action taken in implementation thereof, nor any statements, discussions or communications, nor any materials prepared, exchanged, issued or used during the course of the negotiations leading to this Settlement Agreement, is intended by the Parties to constitute, nor will any of the foregoing constitute, be introduced, be used or be admissible in any way in this case or any other judicial, arbitral, administrative, investigative or other forum or proceeding as evidence of any violation of any federal, state, or local law, statute, ordinance, regulation, rule or executive order, or any obligation or duty at law or in equity, by Defendant or any other Released Party. The Parties themselves agree not to introduce, use, or admit this Settlement Agreement, directly or indirectly, in this case or any other judicial, arbitral, administrative, investigative or other forum or proceeding, as purported evidence of any violation of any federal, state, or local law, statute, ordinance, regulation, rule or executive order, or any obligation or duty at law or in equity, or for any other purpose. Notwithstanding the foregoing, this Settlement Agreement may be used in any proceeding before any court that has as its purpose the interpretation, implementation, or enforcement of this Settlement Agreement or any orders or judgments of the Court entered in connection with the Settlement Agreement.

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

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

20. **Timing.** Within fifteen (15) days after the Effective Date of this settlement, Defendant shall pay to the Settlement Administrator \$730,000 as the Gross PAGA Settlement Amount, and provide the Aggrieved Employees List to the Settlement Administrator. The Effective Date is the date on which the PAGA Settlement is approved through entry of an Order and Judgment and either (i) the California Court of Appeal or California Supreme Court has rendered a final decision or order affirming the Order and Judgment, or (ii) sixty-one (61) calendar days have passed since notice of entry of the Order and Judgment has been given to the Parties and no timely appeal or request for review has been made.

21. **PAGA Demographics.** Defendant has represented that there are approximately 16,043 pay periods worked by the Aggrieved Employees during the PAGA Period. Defendant will provide PAGA Counsel a declaration verifying the number of pay periods worked by the Aggrieved Employees during the PAGA Period prior to the filing of the motion for approval of the PAGA settlement. The Gross PAGA Settlement Amount will increase proportionally with added pay periods if the number exceeds a 5% increase, by the amount of pay periods over the 5% increase.

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

a. PAGA Payment: The PAGA Payment is the total of the Gross PAGA Settlement Amount, less the payments for the Attorneys' Fees, Attorneys' Expenses and Costs, and Administration Costs, which shall be paid in full settlement of the Released PAGA Claims. The PAGA Payment will be subject to Court approval consistent with Labor Code § 2699. Upon approval, the PAGA Payment shall be distributed as follows:

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

b. Attorneys' Fees and Attorneys' Expenses: One-third of the Gross PAGA Settlement Amount, which is \$243,333, shall be paid to PAGA Counsel for payment of Attorneys' Fees, and up to \$20,000 shall be paid to PAGA Counsel for Attorneys' Expenses and Costs as set forth in the clients' billing statement (pursuant to Declarations by PAGA Counsel) in prosecuting the PAGA claims. Defendant shall not oppose Plaintiff's request for Attorneys' Fees and Attorneys' Expenses and Costs in these amounts. In the event that Court approval is required and a payment of less than One-third of the Gross PAGA Settlement Amount in Attorneys' Fees or \$20,000 in Attorneys' Expenses and Costs to PAGA Counsel is approved, the unawarded difference will be added to the PAGA Payment and not to PAGA Counsel or the Defendant, and will not affect approval of the settlement. PAGA Counsel agrees not to appeal any reduction in the award of Attorneys' Fees and/or Attorneys Expenses and Costs. This payment will be reported on IRS Form 1099 issued to PAGA Counsel. Except as set forth herein, each party shall bear their own costs and fees of the Action.

c. Administration Costs: The Parties have agreed to use the ILYM Group as Settlement Administrator. Administration Costs shall be the cost of the Settlement Administrator selected by the Parties to administer the settlement in the amount of up to \$15,000. In the event that Court approval of the Administration Costs is required and a payment of less than \$15,000 is approved, or if the actual cost to the Settlement Administrator is less than \$15,000, the difference

will be added to the PAGA Payment.

d. Representative PAGA Release. In her capacity as a private attorney general “Aggrieved Employee” acting on behalf of the State of California and the Aggrieved Employees, and in consideration of the PAGA Payment and the payment to PAGA Counsel for Attorneys’ Fees and Attorneys’ Expenses and Costs, upon entry of the Judgment, the occurrence of the Effective Date and full funding, Plaintiff will release Defendant from any and all Released PAGA Claims.

23. Released PAGA Claims.

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

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

24. Covenants and Representations by Plaintiff and PAGA Counsel.

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

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

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

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

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

Dismissal with Prejudice. Following the complete and final administration of the settlement, PAGA Counsel shall file with the Court a request for dismissal of the Action with prejudice.

IV. ADMINISTRATION OF SETTLEMENT

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

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

30. Within thirty (30) days after receipt of the Gross PAGA Settlement Amount from Defendant, the Settlement Administrator will issue to each Aggrieved Employee a check for their Individual PAGA Payment at their last known home address along with an explanatory letter which will be mutually approved by the Parties. Checks will remain negotiable for one hundred eighty (180) days. Any checks returned as non-deliverable on or before the check cashing

deadline will be sent promptly via regular First-Class U.S. Mail to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator will promptly attempt to determine the correct address using a skip-trace, or other search using the name, address, Social Security number, phone number, credit reporting and social media of the Aggrieved Employee involved and will then perform a re-mailing. If an Aggrieved Employees' check is not cashed within 120 days after its first mailing to the Aggrieved Employees the Settlement Administrator shall send the affected Aggrieved Employees notice informing them that unless their check is cashed in the next 60 days, it will expire and become non-negotiable, and offer to replace the check if it was lost or misplaced but not cashed. All checks not cashed within 180 days of payment shall be paid to the State Controller Fund in the name(s) of the absent Aggrieved Employees, subject to Court approval and the Aggrieved Employees shall remain bound by the Settlement. The Individual PAGA Payments are 100% penalties and shall be reported using IRS tax form 1099.

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

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

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

V. MISCELLANEOUS PROVISIONS

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

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

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

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

38. Authority. Defendant represents and warrants that the undersigned has the authority to act on behalf of Defendant and to bind Defendant to the terms of this Settlement Agreement. Plaintiff represents and warrants that she has the capacity to act on her own behalf and on behalf of all who might claim through her to bind her to the terms and conditions of this Settlement Agreement.

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

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

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

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

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

44. Execution in Counterparts. This Settlement Agreement is subject only to the execution of all Parties. However, this Agreement may be executed in one or more counterparts by facsimile, electronic signature, or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

57. Confidentiality. Plaintiff and PAGA Counsel agree not to disclose the terms of this settlement except in court papers or if required by the legal process (including submissions to the Court for purposes of obtaining approval of the settlement or submissions to the LWDA in order to comply with the requirements of PAGA), except that PAGA Counsel may put publicly available information about the settlement in any description of their experience or the like in order to describe their experience to a court. Plaintiff and PAGA Counsel shall not issue a press release, hold a press conference, publish information about the settlement on any website, or otherwise publicize the settlement. Plaintiff and PAGA Counsel agree not to respond to any press inquiries except to refer reporters to the papers filed with the Court. This provision does not apply to any needed disclosures by Plaintiff or PAGA Counsel to their accountants.

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

59. Disputes. Any dispute between the Parties as to the remaining terms of the Settlement Agreement shall be presented to the mediator, Tripper Ortman, for resolution.

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

PLAINTIFF:

Dated: Jun 7, 2022

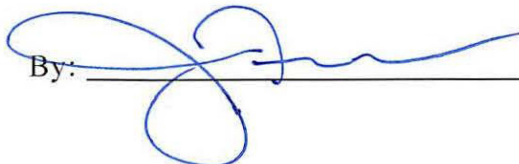
Melissa Duffell
Melissa Duffell (Jun 7, 2022 16:45 PDT)

MELISSA DUFFELL

DEFENDANT:

Dated: 6/10/22

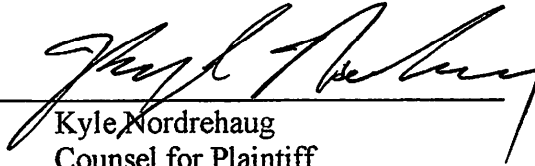
WAG HOTELS, INC.

By: 

APPROVED AS TO FORM AND CONTENT:

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

Dated: 6/7/22

By: 
Kyle Nordrehaug
Counsel for Plaintiff

WEINTRAUB TOBIN CHEDIAK COLEMAN GRODIN

Dated: 6/10/2022

By: 
Meagan D. Bainbridge
Katie A. Collins
Counsel for Defendant

EXHIBIT #2

BLUMENTHAL NORDREHAUG

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

JULY 15, 2022

MELISSA DUFFELL

RE: WAG HOTELS INC.
FILE NUMBER: CA2389.001

ATTORNEY FEES

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
03/17/21	ND	REVIEW INITIAL INTAKE NOTES. RESEARCH DEFENDANT'S BUSINESS OPERATIONS IN CALIFORNIA. LEGAL RESEARCH RELATED LITIGATION AGAINST DEFENDANT IN STATE AND FEDERAL COURT.	3.10	695	2,154.50
03/18/21	ND	REVIEW AND ANALYZE ARBITRATION AGREEMENT. CALL CLIENT TO DISCUSS CIRCUMSTANCES SURROUDNING THE SIGNING OF THE ARBITRATION AGREEMENT. LEGAL RESEARCH REGARDING ENFORCEABLITY OF ARBITRATION AGREEMENT.	4.20	695	2,919.00
03/30/21	SB	REVIEW/REVISE COMPLAINT FOR FILING, ANALYZE, ADVISE ND	2.40	325	780.00
04/07/21	ND	REVIEW AND ANALYZE EMPLOYMENT FILE FOR CLAIMS. CONFERENCE WITH CLIENT TO DISCUSS FACTS FOR COMPLAINT. REVIEW PAY STUBS FOR 226(A) VIOLATIONS.	4.50	695	3,127.50
04/08/21	ND	DRAFT COMPLAINT. CALL WITH CLIENT. ANALYZE FACTS AND LAW.	4.50	695	3,127.50
04/19/21	ND	REVIEW CLIENT'S EMAILS, DOCS AND PICTURES REGARDING WRONGFUL TERMINATION, UNSAFE WORKING CONDITIONS AND WAGE CLAIMS. LEGAL RESEARCH REGARDING THE SAME. ANALYSE ARBITRATION	3.10	695	2,154.50

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		AGREEMENT AND DETERMINE COVERED CLAIMS.			
04/20/21 15	KN	REVIEW NOTES AND RESEARCH FROM ND; ANALYSIS OF CLAIMS	1.50	750	1,125.00
04/20/21 17	KN	REVIEW & REVISE COMPLAINT; ADVISE ND	1.00	750	750.00
04/22/21	ND	REVIEW AND REVISE COMPLAINT. SEND TO CLIENT FOR APPROVAL TO FILE. CALL TO DISCUSS PROCESS OF LAWSUIT.	4.30	695	2,988.50
04/23/21	ND	DRAFT INTERNAL CASE NOTES MEMO.	2.10	695	1,459.50
04/29/21	ND	REVIEW CASE FILE. ANALYZE COMPLAINT. DRAFT PAGA NOTICE. UPLOAD ONLINE TO LWDA.	2.00	695	1,390.00
07/15/21	RE	REVIEW CASE NOTES/DAMAGE ANALYSIS	0.50	475	237.50
07/15/21	RE	REVIEW & ANALYZE EMPLOYMENT FILE DOCUMENTS/1198.5 RESPONSE DOCS	2.50	475	1,187.50
07/16/21	RE	REVIEW & EDIT PAGA ONLY COMPLAINT; FINALIZE DRAFT	2.50	475	1,187.50
07/16/21	RE	DRAFT SUMMONS AND CIVIL CASE COVER SHEET	0.50	475	237.50
07/16/21	RE	FINALIZE PAGA ONLY COMPLAINT PACKAGE; FILE IN SACRAMENTO SUP. CT.	0.50	475	237.50
07/16/21	ND	REVISE PAGA ONLY COMPLAINT. DISCUSS WITH RE.	1.10	695	764.50
08/03/21	RE	REVIEW COURT RETURNED DOCUMENTS; REVIEW DOCKET; PULL COMPLAINT FROM WEBSITE (NOT INCLUDED W ONELEGAL); MEMO TO FIRM RE DEPARTMENT/JUDICIAL ASSIGNMENT AND INITIAL CMC STATUS	0.60	475	285.00
08/03/21	RE	UPLOAD PAGA ONLY COMPLAINT TO	0.40	475	190.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		LWDA WEBSITE; SAVE CONFIRMATION FOR FUTURE VERIFICATION OF NOTICE TO LWDA			
08/04/21	RE	PREPARE INITIAL DOCUMENTS FOR SERVICE OF PROCESS; PREPARE NOTICE AND ACKNOWLEDGMENT OF RECEIPT; EMAIL TO DEFENSE COUNSEL; EMAIL TO T GONZALEZ RE HARD COPY MAILING.	1.00	475	475.00
08/04/21 15	KN	REVIEW STATUS; REVIEW FILED DOCUMENTS; REVIEW RESEARCH ON CLAIMS	0.50	750	375.00
08/31/21	RE	REVIEW NOTICE AND ACKNOWLEDGMENT OF RECEIPT; MEMO TO FIRM RE POST-SERVICE EXP. PERIOR TO SERVE WRITTEN DISCOVERY	0.20	475	95.00
08/31/21	RE	PREPARE POS-010 PROOF OF SERVICE OF SUMMONS FORM; ATTACH NOTICE AND ACKNOWLEDGMENT; FILE IN SAC. SUP. CT.; MEMO TO FIRM RE POST SERVICE WRITTEN DISCOVERY	0.70	475	332.50
09/17/21	JH	REVIEW FILE, DOCS, AND CLAIMS; ASSESS STATUS OF SERVICE AND DISCOVERY	2.50	550	1,375.00
09/22/21	JH	REVIEW/ANALYZE DEFENDANT'S ANSWER AND RFPS TO PLAINTIFF; CORRESPONDENCE WITH DEFENSE COUNSEL RE E-SERVICE AGREEMENT	2.00	550	1,100.00
09/23/21	JH	DISCUSS DISCOVERY WITH HD; ADVISE	0.50	550	275.00
09/27/21	JH	REVIEW/ANALYZE FILE, CASE NOTES, AND COMPLAINT; REVIEW, REVISE, FINALIZE, AND SERVE FIRST SET OF DISCOVERY AND PMK DEPO NOTICE	2.60	550	1,430.00
09/29/21	JH	REVIEW/ANALYZE COMPLAINT, CASE NOTES, AND PROPOUNDED DISCOVERY; PREPARE FOR AND ATTEND MEET AND CONFER CALL WITH DEFENSE COUNSEL; DISCUSS	1.00	550	550.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		WITH TEAM			
10/04/21	JH	ADDITIONAL CORRESPONDENCE WITH DEFENSE COUNSEL RE MEDIATION	0.40	550	220.00
10/05/21	JH	REVIEW MEDIATION CONFIRMATION; CORRESPONDENCE WITH DEFENSE COUNSEL RE DISCOVERY DEADLINES FOLLOWING MEDIATION	0.50	550	275.00
10/05/21	JH	DRAFT STIPULATION TO STAY MATTER PENDING MEDIATION; CIRCULATE TO DEFENDANT FOR REVIEW	0.80	550	440.00
10/05/21	JH	REVIEW DEFENDANT'S REVISIONS TO STIP.; FINALIZE, EXECUTE, AND PREPARE FOR FILING	0.50	550	275.00
10/05/21 15	KN	REVIEW EMAILS AND MEDIATION CORRESPONDENCE; REVIEW STATUS AND ADVISE STAFF	0.30	750	225.00
10/06/21	JH	REVIEW DOCS IN FILE; CREATE EXHIBIT BOOK; UPDATE CASE NOTES	3.50	550	1,925.00
10/06/21	SP	ANALYZED AND REVIEWED COMPLAINT, AND DISCOVERY DOCUMENTS. CROSS REFERENCED DOCUMENTS IN EXHIBIT BOOK.	1.40	550	770.00
10/15/21	JH	REVIEW FILE AND CLAIMS; DRAFT MEDIATION DATA REQUEST CORRESPONDENCE; DISCUSS WITH AJB AND REVISE ACCORDINGLY	1.40	550	770.00
10/19/21	JH	REVIEW/ANALYZE ORDER GRANTING STIP TO STAY; CIRCULATE	0.20	550	110.00
01/21/22	JH	REVIEW ARB AGREEMENT TO ASSESS POTENTIAL PAGA CARVE OUT; RESEARCH AND ADVISE TEAM	1.50	550	825.00
01/21/22 01	KN	ANALYSIS OF PAGA ISSUE AND ARBITRATION AGREEMENT; REVIEW LAW; ADVISE JH	1.00	750	750.00
03/08/22	JH	REVIEW AND REVISE DRAFT PO SENT BY DEFENDANT; CIRCULATE	0.70	550	385.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		REVISIONS FOR REVIEW			
03/09/22	JH	FINALIZE, EXECUTE AND CIRCULATE PO; ADVISE AJB	0.40	550	220.00
03/20/22	ND	REVIEW AND ANALYZE DATA PRODUCED FOR MEDIATION. ANALYZE WAGE AND HOUR POLICY DOCUMENTS. CALL WITH CLIENT TO DISCUSS FACTS FOR MEDIATION BRIEF. PREPARE FOR MEDIATION.	5.10	695	3,544.50
03/21/22	JH	REVIEW/ANALYZE DEFENDANT'S MEDIATION DOC PRODUCTION; UPDATE CASE NOTES	2.50	550	1,375.00
03/21/22	ND	LEGAL RESEARCH REGARDING VIKING RIVER CRUISES AND PAGA CLAIMS. REVIEW TIME PUNCH DATA FOR MEAL BREAK VIOLATIONS. ANALYZE PAY STUBS FOR 510 AND 226 VIOLATIONS. REVIEW COURT DOCKET AND CASE FILE.	4.20	695	2,919.00
03/22/22	AJB	REVIEW/ANALYZE WAGHOTELS-DUFFELL000001 TO 001117. PULL EXHIBITS. BEGIN <u>DRAFTING MEDIATION BRIEF. SET UP EXPERT FOR EXPOSURE ANALYSIS.</u>	6.00	725	4,350.00
03/22/22 15	KN	REVIEW EXHIBITS PULLED FOR MEDIATION; ANALYZE FACTS AND THEORIES OF THE CASE; ADVISE STAFF	2.00	750	1,500.00
03/23/22	ND	DRAFT MEDIATION BRIEF.	4.30	695	2,988.50
03/30/22	JH	REVIEW NOTICE OF COMPLEX DESIGNATION; CIRCULATE AND ADVISE TEAM	0.30	550	165.00
04/06/22	AJB	CONTINUE DRAFTING MEDIATION BRIEF. REVIEW/ANALYZE WAGHOTELS-DUFFELL001101-001106; <u>AND,</u> <u>WAGHOTELS-DUFFELL001107-001117.</u>	3.00	725	2,175.00
04/07/22	SB	SPEAK WITH CLIENT IN ADVANCE OF MEDIATION, ANALYZE CLAIMS,	2.40	325	780.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		ADVISE AJB			
04/08/22	JH	CORRESPONDENCE WITH DEFENSE COUNSEL RE MEDIATION; ADVISE AJB RE ARB AGREEMENT AND PAGA CARVE OUT	0.70	550	385.00
04/08/22	ND	LEGAL RESEARCH REGARDING PREVIOUS PAGA SETTLEMENTS WITH SIMILAR PAY PERIODS AND CLAIMS. ANALYZE MEDIATION BRIEF AND EXHIBITS THERETO. REVIEW REVISE BRIEF.	4.10	695	2,849.50
04/11/22 15	KN	REVIEW RESEARCH AND INFORMATION FROM ND	0.50	750	375.00
04/11/22 17	KN	REVIEW & REVISE MEDIATION BRIEF AND EXHIBITS	1.30	750	975.00
04/12/22	AJB	DRAFT/REVIEW/REVISE/FINALIZE MEDIATION BRIEF.	6.00	725	4,350.00
04/14/22	JH	REVIEW CASE NOTES AND EXHIBIT BOOK; ADVISE AJB RE MEDIATION BRIEF	1.50	550	825.00
04/14/22	RE	REVIEW & ADVISE AJ RE MEDIATION BRIEF DRAFT; PULL EXHIBITS; FORWARD UPDATED DRAFT TO AJ TO REVIEW & FINALIZE	2.00	475	950.00
04/15/22	JH	REVIEW AND REVISE MEDIATION BRIEF	1.00	550	550.00
04/15/22	SB	ADD INDIVIDUAL CLAIMS TO CASE NOTES, CALCULATE INDIVIDUAL DAMAGES, ADVISE AJB	2.40	325	780.00
04/17/22	ND	REVIEW EXPERT PENALTY REPOPRT NOTES AND ASSUMPTIONS. ANALYZE DATA AND CALL WITH CLIENT. PREPARE FOR MEDIATION.	2.40	695	1,668.00
04/17/22 15	KN	REVIEW EXPERT REPORT; ANALYZE PENALTY CALCULATIONS; ADVISE ND AND AJ	1.00	750	750.00
04/18/22	JH	REVIEW/ANALYZE FINAL MEDIATION	0.50	550	275.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		BRIEF AND DAMAGES ANALYSIS IN ANTICIPATION OF MEDIATION			
04/18/22	AJB	PREP FOR AND HAVE CALL W/ DEFENSE ATTORNEY RE MEDIATION.	2.00	725	1,450.00
04/18/22	SB	PREPARE FOR MEDIATION, REVIEW MEDIAITON BRIEF, ADVISE AJB	2.80	325	910.00
04/20/22	SB	ATTEND MEDIATION	8.00	325	2,600.00
04/20/22	JH	ASSESS DOCS AND CLAIMS; ASSIST WITH MEDIATION;	2.50	550	1,375.00
04/21/22	JH	DISCUSS MEDIATION WITH AJB; REVIEW MEDIATOR'S PROPOSAL	0.50	550	275.00
04/26/22 15	KN	REVIEW PROPOSAL; REVIEW INFORMATION FROM SB AND AJ REGARDING SETTLEMENT AND MEDIATION ISSUES	0.50	750	375.00
04/27/22	AJB	REVIEW/ANALYZE RESPOND TO CORR FROM MANAGING PARTNER RE: MEDIATOR'S PROPOSAL.	1.00	725	725.00
04/28/22	JH	CORRESPONDENCE FROM MEDIATOR RE PROPOSAL; DISCUSS WITH TEAM	0.40	550	220.00
05/02/22	NBB	REVIEW MOU, ANALYZE, REVISE.	1.50	795	1,192.50
05/09/22	AJB	REVIEW DEFENDANT'S CHANGES TO MOU. DRAFT RESPONSIVE REDLINE. SEND W/ CORR. REVIEW/ANALYZE DEFENDANT'S FEEDBACK. REVIEW CLAIMS ADMIN BIDS AND COSTS.	3.00	725	2,175.00
05/09/22 15	KN	REVIEW REVISIONS TO MOU; ADVISE AJ	0.50	750	375.00
05/10/22	ND	REVIEW AND ANALYZE MOU TERMS. CALL WITH CLIENT TO DISCUSS SETTLEMENT TERMS. SEND TO CLIENT FOR SIGNATURE. FOLLOW UP CALLS AND EMAILS FOR SIGNATURE.	1.30	695	903.50
05/10/22	SP	REVIEW AND ANALYZE FILE INCLUDING CASE NOTES, CORRESPONDENCE, MEDIATION	4.10	550	2,255.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		MATERIALS AND PLEADINGS.			
05/11/22	NBB	REVIEW MOU, ANALYZE FOR LONG FORM. ADVISE JH.	1.25	795	993.75
05/11/22	SP	REVIEWED DISCOVERY PROPOUNDED AND DRAFTED INITIAL RESPONSES. CALL WITH CLIENT RE: DISCOVERY.	5.10	550	2,805.00
05/12/22	JH	REVIEW MOU; DISCUSS LONGFORM WITH NBB, KN, AND RE	1.00	550	550.00
05/12/22	KN	DISCUSS SETTLEMENT ISSUES	0.30	750	225.00
05/30/22	RE	REVIEW FILE; REVIEW MOU; DRAFT LONG FORM PAGA SETTLEMENT AGREEMENT	4.50	475	2,137.50
05/31/22	JH	REVIEW ORDER RE COMPLEX CASE MANAGEMENT	0.30	550	165.00
05/31/22	RE	REVIEW FILE; DRAFT INDIVIDUAL AGREEMENT RE PLAINTIFF MELISSA DUFFELL; FORWARD LONG FORM PAGA AND INDIVIDUAL AGREEMENTS TO NB/KN FOR REVIEW	3.00	475	1,425.00
06/03/22	RE	REVISE LONG FORM PAGA SETTLEMENT AGREEMENT PER NB; FORWARD TO KN FOR REVIEW	0.40	475	190.00
06/06/22 17	KN	REVIEW & REVISE AGREEMENT; REVIEW STATUS; EMAIL DEF	2.00	750	1,500.00
06/07/22	JH	REVIEW DEFENDANT'S REVISIONS TO DRAFT SETTLEMENT AGREEMENT	0.70	550	385.00
06/07/22	RE	REVIEW DEF'S REDLINE REVISIONS TO LONG FORM PAGA AND INDIVIDUAL SETTLEMENT AGREEMENTS	0.40	475	190.00
06/07/22 17	KN	REVIEW & REVISE PAGA AGREEMENT FOR FINAL; EMAIL DEF; MEMO TO STAFF; EMAIL RE RE MOTION	2.00	750	1,500.00
06/08/22	RE	REVIEW FILE; BEGIN DRAFT OF MOTION TO APPROVE PAGA SETTLEMENT	4.00	475	1,900.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
06/08/22	KN	PREPARE SIGNED AGREEMENTS; EMAIL DEFENDANT	0.75	750	562.50
06/09/22	RE	FINISH DRAFT OF MOTION TO APPROVE PAGA SETTLEMENT; FORWARD TO KN/NB FOR REVIEW	3.00	475	1,425.00
06/09/22	RE	DRAFT PROPOSED ORDER RE MOTION TO APPROVE PAGA SETTLEMENT; FORWARD TO KN/NB FOR REVIEW	0.70	475	332.50
06/09/22	RE	CONFER W NB RE PROPOSED EDITS TO MOTION TO APPROVE PAGA SETTLEMENT; REVISE MOTION AS PER NB	0.50	475	237.50
06/10/22	RE	CONFER W NB & KN RE EDITS TO MOTION TO APPROVE PAGA SETTLEMENT; REVISE; CREATE REDLINE; CHECK/EDIT CITES/TABLE OF CONTENTS FOR REVISED DRAFT; FORWARD TO KN/NB FOR REVIEW	1.00	475	475.00
06/10/22 17	KN	REVIEW & REVISE MOTION FOR PAGA APPROVAL; ANALYSIS OF PROCEDURES FOR APPROVAL; DISCUSS WITH NBB AND RE; REVIEW PROPOSED EXHIBITS; RESPOND TO RE	2.75	750	2,062.50

TOTAL BILLED HOURS

A.J.BHOWMIK	21.00 hr @ 725.00	\$ 15,225.00
JEFF HERMAN	30.40 hr @ 550.00	\$ 16,720.00
KYLE NORDREHAUG	17.90 hr @ 750.00	\$ 13,425.00
NORMAN BLUMENTHAL	2.75 hr @ 795.00	\$ 2,186.25
NICK DEBLOUW	50.30 hr @ 695.00	\$ 34,958.50
RICO EHMANN	28.90 hr @ 475.00	\$ 13,727.50
SCOTT BLUMENTHAL	18.00 hr @ 325.00	\$ 5,850.00
SERGIO PUCHE	10.60 hr @ 550.00	\$ 5,830.00

TOTAL PROFESSIONAL SERVICES

179.85

\$107,922.25

COSTS ADVANCED

04/29/21	PAGA FILING FEE	75.00
07/26/21	FILING/ONELEGAL FEE	537.91

<u>DATE</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
08/04/21	COURT FEE FOR DOCUMENTS FROM DOCKET	8.20
09/14/21	ONELEGAL/FILING FEE	108.87
09/29/21	MEDIATION FEES - ORTMAN.	10,000.00
10/13/21	ONELEGAL FILING FEE	129.97
04/28/22	BERGER CONSULTING GROUP	2,450.00
07/14/22	FILING FEE - MOTION	<u>60.00</u>
	TOTAL COSTS ADVANCED	<u>\$ 13,369.95</u>
TOTAL CURRENT CHARGES		<u>\$121,292.20</u>

Activities Export

07/15/2022

2:18 PM

Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
06/03/2022		Review long form settlement agreement, analyze for final. Advise RE  Unbilled	CA2389 WAG Hotels, Inc.	Norm Blumenthal	4.00h	\$795.00	-	\$3,180.00
06/08/2022		Review agreement, analyze. Draft PAGA approval docs  Unbilled	CA2389 WAG Hotels, Inc.	Norm Blumenthal	2.75h	\$795.00	-	\$2,186.25
06/09/2022		Review PAGA motion papers. Analyze, revise. Advise RE  Unbilled	CA2389 WAG Hotels, Inc.	Norm Blumenthal	2.00h	\$795.00	-	\$1,590.00
06/10/2022		Final review of PAGA motion. Analyze, advise RE.  Unbilled	CA2389 WAG Hotels, Inc.	Norm Blumenthal	1.25h	\$795.00	-	\$993.75
06/24/2022		Review and Analyze: Review/analyze draft Motion for Approval of PAGA settlement  Unbilled	CA2389 WAG Hotels, Inc.	Jeffrey Herman	1.50h	\$550.00	-	\$825.00
06/24/2022		Review Case Management Order for information on reserving a hearing for Motion for Approval. Prepare and send attorney Nordrehaug email advising of procedure.  Unbilled	CA2389 WAG Hotels, Inc.	Heather Drosi	0.20h	\$250.00	-	\$50.00
06/24/2022		review and revise motion for PAGA approval; email Defendant with draft of motion  Unbilled	CA2389 WAG Hotels, Inc.	Kyle Nordrehaug	2.60h	\$750.00	-	\$1,950.00
					25.20h		\$0.00 0.00h	\$18,470.00 25.20h

Activities Export

07/15/2022

2:18 PM

Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
06/29/2022		Review and Analyze: Review/analyze Defendant's revisions to longform settlement argeement  Unbilled	CA2389 WAG Hotels, Inc.	Jeffrey Herman	1.00h	\$550.00	-	\$550.00
07/12/2022		review defendant comments on motion; revise motion and proposed order  Unbilled	CA2389 WAG Hotels, Inc.	Kyle Nordrehaug	1.50h	\$750.00	-	\$1,125.00
07/13/2022		review billing statement for accuracy  Unbilled	CA2389 WAG Hotels, Inc.	Kyle Nordrehaug	0.50h	\$750.00	-	\$375.00
07/13/2022		Draft Declaration ISO motion; review and prepare exhibits for the Declaration  Unbilled	CA2389 WAG Hotels, Inc.	Kyle Nordrehaug	3.00h	\$750.00	-	\$2,250.00
07/13/2022		Review and Analyze: Review Defendant's proposed revisions to approval motion  Unbilled	CA2389 WAG Hotels, Inc.	Jeffrey Herman	0.60h	\$550.00	-	\$330.00
07/14/2022		Revise motion; review costs and insert final cost; update motion and declaration  Unbilled	CA2389 WAG Hotels, Inc.	Kyle Nordrehaug	1.00h	\$750.00	-	\$750.00
07/15/2022		Review and revise Motion for PAGA Approval for final  Unbilled	CA2389 WAG Hotels, Inc.	Kyle Nordrehaug	2.50h	\$750.00	-	\$1,875.00
07/15/2022		Review and Analyze: Review/analyze revised/finalized approval	CA2389 WAG Hotels, Inc.	Jeffrey Herman	0.80h	\$550.00	-	\$440.00
					25.20h		\$0.00 0.00h	\$18,470.00 25.20h

Activities Export

07/15/2022
2:18 PM

Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
		motion						
		● Unbilled						
					25.20h		\$0.00	\$18,470.00
							0.00h	25.20h

EXHIBIT #3

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

REPORTED CASES

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

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

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

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

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

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

CLASS ACTION & REPRESENTATIVE CASES

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

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

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

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 v. Qualxserv, LLC / Worldwide Techservices - Class Certification Granted, U.S. District Court, Southern District of California, Case No. 09-cv-0017; Serrato v. Sociedad Textil Lonia, Corp., San Diego County Superior Court, Case No. 37-2012-00101195-CU-OE-CTL; Shrivastara v. Fry's Electronics, Santa Clara County Superior Court, Case No. 111cv192189; Sierra v. Oakley Sales Corp., Orange County Superior Court, U.S. District Court Central District of California; U.S. Court of Appeals 9th Circuit; Sirota v. Swing-N-Slide, Wisconsin District Court, County of Rock Wisconsin, Case No. 95CV726J; Small v. Kaiser Foundation Hospitals - Settled San Diego County Superior Court, Case No. 37-2011-00099011-CU-OE-CTL; Smith v. Kaiser Foundation Hospitals, U.S. District Court, Southern District of California, Case No. 08-cv-02353; Smith v. Fedex Ground Package system, Inc., Alameda County Superior Court, Case No. RG14734322; Sones v. World Savings / Wachovia; U.S. District Court, Northern District of California, Case No. 3:08-cv-04811; Spradlin v. Trump, U.S. District Court, District of Nevada, Case No. 2:08-cv-01428; Steele v. Kaiser Foundation Health Plan, U.S. District Court, Northern District of California, Case No. 07-5743; Steffan v. Fry's Electronics, Inc., Santa Clara County Superior Court, Case No. 1-13-CV-254011; Steroid Hormone Product Cases, Los Angeles Superior Court, JCCP4363; Strauss v. Bayer Corporation, United States District Court, District of Minnesota; Sustersic v. International Paper Co., Orange County Superior Court, Case No. 30-2009-00331538; Sutton v. Seasons Hospice & Palliative Care of California, Inc., Los Angeles County Superior Court, Case No. BC590870; Swartout v. First Alarm Security & Patrol, Inc., Santa Clara County Superior Court, Case No. 112-cv-231989; Talamantez v. The Wellpoint Companies, Inc., U.S. District Court, Central District of California, Case No. 12-cv-08058; Tan v. California State Automobile Assn. - Class Certification Granted, U.S. District Court, Central District California, Case No. 07cv1011, Orange County Superior Court, Case No. 30-2008-00231219; Tauber v. Alaska Airlines, et al., Los Angeles Superior Court; Thai v. Staff Assistance, Inc., Los Angeles County Superior Court, Case No. BC567943; Thomas v. Stanford Health Care d/b/a Stanford University Medical Center, Santa Clara County Superior Court, Case No. 1-14-cv-273362; Thomas-Byass v. Michael Kors Stores (California), Inc., U.S. District Court Central District of California, Case No. 5:15-cv-00369-JGB; Trujillo v. LivHome, Orange County Superior Court, Case No. 30-2008-00100372, San Diego

County Superior Court, Case No. JCCP4570; Tull v. Stewart Title, U.S. District Court, Southern District California, Case No. 08-CV-1095; Turner v. C.R. England, U.S. District Court Central District of California, Case No. 5:14-cv-02207-PSG; Turner v. Ampac Fine Chemicals, LLC, Sacramento County Superior Court, Case No. 34-2015-00176993; Valadez v. Schering-Plough, U.S. District Court, Southern District California, Case No. 10-CV-2595; Van Gorp v. Ameriquest Mortgage/Deutsche Bank, U.S. District Court, Central District of California, Case No. SACV05-907 CJC (Anx); Varela v. The Walking Company, Los Angeles County Superior Court, Case No. BC562520; Veloz v. Ross Dress For Less, Inc., Los Angeles County Superior Court, Case No. BC485949; Vogel v. Price-Simms, Inc., Santa Clara County Superior Court, Case No. 114CV261268; Vrab v. DNC Parks & Resorts at Tenaya, Inc., Mariposa County Superior Court, Case No. 0010225; Vultaggio-Kish v. Golden State Lumber, Inc., San Mateo County Superior Court, Case No. CIV 51661; Wadhwa v. Escrow Plus, Los Angeles Superior Court; Waldhart v. Mastec North Amercia, Inc., San Bernardino County Superior Court, Case No. CIVDS1419318; Walker v. Brink's Global Services USA, Inc. & Brinks Incorporated, Los Angeles County Superior Court, Case No. BC564369; Walsh v. Apple, Inc., U.S. District Court, Northern District California, Case No. 08-04918; Weinman v. Midbar Condo Development (Las Vegas One), U.S. District Court, District of Nevada, Case No. 2:08-cv-00684; Weltman v. Ortho Mattress - Class Certification Granted, U.S. District Court, Southern District California, Case No. 08-cv-0840, Orange County Superior Court, Case No. 30-2009-00327802; West v. Jerome's Furniture Warehouse, Sacramento County Superior Court, Case No. 34-2013-00147707-CU-OE-GDS; Wheat v. Jerome's Furniture Warehouse, San Diego County Superior Court, Case No. 37-2012-00094419-CU-OE-CTL; Wietzke v. Costar Realty, U.S. District Court, Southern District California, Case No. 09-cv-2743; Williams v. Lockheed Martin Corporation, U.S. District Court, Southern District California, Case No. 3:09-cv-01669; Wilson v. Wal-Mart Associates, Inc., U.S. District Court Central District of California, Case No. 8:14-cv-1021-FMO; Winston v. Lemore Transportation, Inc., Contra Costa County Superior Court, Case No. C-15-00897; Wise v. Cubic, U.S. District Court, Southern District California, Case No. 08-cv-2315; Witman v. Level 3 Communications, San Diego County Superior Court, Case No. 37-2012-00091649-CU-OE-CTL; Yam v. Kaiser Foundation Hospitals, U.S. District Court, Northern District California, Case No. 10-cv-05225-SBA; Zurlo v. Mission Linen, U.S. District Court, Central District, Case No. 08cv1326; Baxt v. Scor U.S., Delaware Court of Chancery; Bronson v. Blech Securities - Settled U.S. District Court, Southern District of New York; Castro & Cardwell v. B & H Education, Inc., Los Angeles Superior Court Case No. BC456198; Dibella v. Olympic Financial, U.S. District Court, District of Minnesota; Doyle v. Lorna Jane USA, Inc., Los Angeles County Superior Court, Case No. BC526837; Estrella v. B-Per Electronic, Inc. & My Wireless, Inc., San Diego County Superior Court, Case No. 37-2013-00048951-CU-OE-CTL; Ferrari v. Read-Rite, U. S. District Court, Northern District of California; Forever 21 Wage and Hour Cases - Settled San Diego County Superior Court, JCC Proceeding No. 4745; Hart v. United States Tobacco Co., Los Angeles Superior Court; In re Bank of America Wage and Hour Employment Practices Litigation, U.S. District Court, District of Kansas, Case No. MDL 2138; In re Walgreen Co. Wage and Hour Litigation, U.S. District Court, Central District of California, Case No. 11-cv-07664; Jackson v. Fresh & Easy Neighborhood Market Inc., Los Angeles County Superior Court, Case No. BC497964; U.S. Bankruptcy Court District of Delaware Case No. 13-12569 (KJC); Jordan/Ramos v. DMV -Sacramento County Superior Court; Kensington Capital v. Oakley, U. S. District Court, Southern District of California; Kensington Capital v. Vesta, U. S. District Court, Northern District of Alabama; Lopez v. Tire centers, LLC, U.S. District Court Northern District of California, Case No. 3:13-cv-05444-JCS; Miller v. Western Athletic Clubs, LLC, Santa Clara County Superior Court, Case No. 112-cv-228670; Moffett v. WIS International, San Diego County Superior Court, Case No. 37-2011-00099909-CU-OE-CTL; Perez v. Urban Outfitters, Inc., U.S. District Court Northern District of California, Case No. 13-cv-02628-JSW; Ridgewood Capital Management v. Gensia, U.S. District Court, Southern District of California, #CV-92-1500H; Sandoval v. Redfin Corporation, U.S. District Court Northern District, Case No. 3:14-cv-04444-SC; Shurman v. Scimed, State of Minnesota District Court, Fourth District,

#94-17640; Sioson v. AMP Holding, Inc., Orange County Superior Court, Case No. 30-2013-00663825; Slatton v. G.E. Capital Mortgage Services, Camden County Superior Court, New Jersey, #CAML0256198; Somkin v. Molten Metal, U.S. District Court, District of Massachusetts, #9710325PBS; Sparks v AT&T, Illinois District Court - Madison County; Sullivan v. Lyon Management Group, Orange County Superior Court, Case No. 30-2013-00649432-CU-BT-CXC; Herencia v. Alexander's Steakhouse, Inc. – San Francisco County Superior Court, Case No. CGC-16-550551; Reinhardt v. Beverly Fabrics, Inc. – Sonoma County Superior Court, Case No. SCV-257217; DeBettencourt v. Interstate realty Management Company – San Joaquin County Superior Court, Case No. STK-CV-UOE-2015-0011942; Torres v. Bhandal Bros, Inc. – Santa Cruz County Superior Court, Case No. 16CV01555; Rodriguez v. El Toro Medical Investors Limited Partnership – U.S. District Court, Central District of California, Case No. 16-CV-00059-JLS-KES; Velez v. Timec Specialty Services, Inc. & Transfield Services – Los Angeles County Superior Court, Case No. BC614318; Henry v. Central Freight Lines, Inc. – U.S. District Court, Eastern District of California, Case No. 16-CV-00280-JAM-EFB; Taylor v. TIC – The Industrial Company – U.S. District Court, Central District of California, Case No. 16-CV-00186-VAP(SPX); Harvey v. Sears, Roebuck And Co. – Sacramento County Superior Court, Case No. 34-2017-00207556; Tapia v. Panda Express, LLC et al. – Los Angeles County Superior Court, JCCP No. 4919; Severson v. Lowe's HIW, Inc. – Sacramento County Superior Court, Case No. 34-2016-00189508; Bendon v. DTG Operations, Inc. - U.S. District Court, Central District of California, Case No. 16-CV-00861-FMO-AGR; Talavera v. ACS Dataline, LP – Los Angeles County Superior Court, Case No. BC617159; McHenry v. Prologix Distribution Services (West), LLC – Los Angeles County Superior Court, Case No. BC608948; Stone v. Prologistics Distribution, Inc. – Orange County Superior Court, JCCP No 4881; Easton v. Handy Technologies, Inc. – San Diego County Superior Court, Case No. 37-2016-00004419-CU-OE-CTL; Singh v. Total Renal Care, Inc. – San Francisco County Superior Court, Case No. CGC-16-550847; Conners v. Rag Traders Melrose, LLC – Los Angeles County Superior Court, Case No. BC591413; Saporito v. Space Explorations Technologies Corporation, Los Angeles Superior Court, Case No. BC554258; Calhoun v. Celadon Trucking Services, Inc., U.S. District Court, Central District of California, Case No. 16-CV-01351-PSG-FFM; Conners v. Mission Valley Kilt, LLC - San Diego County Superior Court, Case No. 37-2015-00036888-CU-OE-CTL; Shibley v. New Prime, Inc. - U.S. District Court, Central District of California, Case No. 17-CV-00321-DOC; Lawrenz v. Blacktalon Enterprises, Inc. - Sonoma County Superior Court, Case No. SCV-258205; Jamison v. Fitness 19 CA 121, LLC - Solano County Superior Court, Case No. FCS046697; Brooks v. Archer Trucking, Inc. – Mendocino County Superior Court, Case No. SCUK-CVG-16-67106; Montgomery v. New Prime, Inc. - San Bernardino County Superior Court, Case No. CIVDS1611884; Mills v. Core-Mark International, Inc. – San Diego County Superior Court, case No. 37-2016-00009669-CU-OE-CTL; Lopez v. Networked Insurance Agents, LLC – Orange County Superior Court, Case No. 30-2016-00843587-CU-OE-CXC; Yberri v. Agent Provocateur, Inc. – Los Angeles County Superior Court, Case No. BC620413; Woodard v. BKD Twenty-One Management Company, Inc. – San Diego County Superior Court, Case No. 37-2016-00009682-CU-OE-CTL; Gallagher v. H.H. Restaurant, Inc. – San Diego County Superior Court, Case No. 37-2016-00031247-CU-OE-CTL; San Nicolas v. West Covina Corporate Fitness, Inc. – Los Angeles County Superior Court, Case No. BC16304; Summerlin v. Maplebear Inc., d/b/a Instacart – Los Angeles County Superior Court, Case No. BC 603030; Padilla v. Sutter West Bay Hospitals – San Mateo County Superior Court, Case No. CIV538977; Quagliariello v. Victory Entertainment, Inc. – Los Angeles County Superior Court, Case No. BC620273; Mohammad v. Tee It Up LLC – Contra Costa Superior Court, Case No. C16-01188; Pucilowski v. Esurance Insurance Services, Inc. – Placer County Superior Court, Case No. SCV0038790; Arias v. Alamitos Enterprises, LLC – Orange County Superior Court, Case No. 30-2016-00865183-CU-OE-CXC; Orzano v. Hazelwood Enterprises, Inc. - San Diego County Superior Court, Case No. 37-2016-00029231-CU-OE-CTL; Tejero v. Firstmed Ambulance Services, Inc. – Orange County Superior Court, Case No. 30-2016-00885355-CU-OE-CXC; Artis v. T-W Transport, Inc. – San Diego County Superior Court, Case No. 37-2016-00013010-CU-OE-CTL; Searles v.

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

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

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

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

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

EXHIBIT #4

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

April 29, 2021

CA2389

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

Labor and Workforce Development Agency
Online Filing

Wag Hotels, Inc.
Certified Mail #70200640000213197882
Brian Miller
1759 Enterprise Blvd.
West Sacramento, CA 95691

Re: Notice Of Violations Of California Labor Code Sections §§ 201, 202, 203, 204 *et seq.*, 210, 221, 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 Wag Hotels, Inc. in California and classified as non-exempt employees during the time period of April 29, 2020 until a date as determined by the Court. Our offices represent Plaintiff Melissa Duffell and other Aggrieved Employees in a lawsuit against Wag Hotels, Inc. (“Defendant”). Plaintiff was employed by Defendant in California as a non-exempt employee in the position of Guest Services from July of 2017 to February 28, 2021 and entitled to the legally required meal and rest breaks and payment for all time worked under Defendant’s control. Defendant, however, unlawfully failed to record and pay Plaintiff and other Aggrieved Employees for, 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 Plaintiff 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 Plaintiff and Aggrieved Employees for at least two (2) hours’ worth of work at their regular rate of pay. In addition, when Defendant required Plaintiff 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 Plaintiff 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 Plaintiff and other

Aggrieved Employees with their wages. Plaintiff further contends that Defendant failed to provide accurate wage statements to her, and other Aggrieved Employees, in violation of California Labor Code section 226(a). Specifically, Plaintiff 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 Plaintiff 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 in violation of Cal. Lab. Code Section 226(a)(2). Additionally, Plaintiff contends that Defendant failed to comply with Industrial Wage Order 7(A)(3) in that Defendant failed to keep time records showing when Plaintiff began and ended each shift and meal period. Plaintiff 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 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 Plaintiff against Defendant, which (i) identifies the alleged violations, (ii) details the facts and theories which support the alleged violations, (iii) details the specific work performed by Plaintiff, (iii) sets forth the people/entities, dates, classifications, violations, events, and actions which are at issue to the extent known to Plaintiff, and (iv) sets forth the illegal practices used by Defendant, is attached hereto. This information provides notice to the Labor and Workforce Development Agency of the facts and theories supporting the alleged violations for the agency's reference. Plaintiff therefore incorporates the allegations of the attached Complaint into this letter as if fully set forth herein. If the agency needs any further information, please do not hesitate to ask.

This notice is provided to enable Plaintiff to proceed with the Complaint against Defendant as authorized by California Labor Code section 2699, *et seq.* The 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 Plaintiff and all Aggrieved Employees.

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

Respectfully,

/s/ Nicholas J. De Blouw

Nicholas J. De Blouw, Esq.

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 Plaintiff

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

9 **IN AND FOR THE COUNTY OF SACRAMENTO**

10 MELISSA DUFFELL, on behalf of the
11 State of California, as a private attorney
general,

12 Plaintiff,

13 vs.

14 WAG HOTELS, INC., a Corporation; and
15 Does 1 through 50, Inclusive;

16 Defendants.

Case No. _____

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, 246, 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 Plaintiff Melissa Duffell("PLAINTIFF"), on behalf of the people of the State of
2 California and as an "aggrieved employee" acting as a private attorney general under the Labor
3 Code Private Attorney General Act of 2004, § 2699, *et seq.* ("PAGA") only, alleges on
4 information and belief, except for her own acts and knowledge which are based on personal
5 knowledge, the following:

6 INTRODUCTION

7 1. PLAINTIFF brings this action against Defendant Wag Hotels, Inc. (referred to as
8 "DEFENDANT") seeking only to recover PAGA civil penalties for herself, and on behalf of all
9 current and former aggrieved employees that worked for DEFENDANT. PLAINTIFF does **not**
10 **seek to recover anything other than penalties as permitted by California Labor Code §**
11 **2699.** To the extent that statutory violations are mentioned for wage violations, PLAINTIFF
12 does not seek underlying general and/or special damages for those violations, but simply the civil
13 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 herself and on behalf of others for PAGA penalties *only*, which is the precise and sole
16 nature of this action.

17 3. Accordingly, PLAINTIFF seeks 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

24 4. Defendant Wag Hotels, Inc. is a Corporation that at all relevant times mentioned
25 herein conducted and continues to conduct substantial and regular business throughout
26 California.

27 5. DEFENDANT belongs to the Hotel & Hospitality industry and specializes in
28

1 Boarding, Dog Daycare, Grooming and being known as a Pet Hotel.

2 6. PLAINTIFF was employed by DEFENDANT in California as a non-exempt
3 employee entitled to overtime pay and meal and rest periods from July of 2017 to February of
4 2021. PLAINTIFF was at all times relevant mentioned herein classified by DEFENDANT as a
5 non-exempt employee paid in whole or in part on an hourly basis and received additional
6 compensation from DEFENDANT in the form of non-discretionary incentive wages.

7 7. PLAINTIFF, and such persons that may be added from time to time who satisfy
8 the requirements and exhaust the administrative procedures under the Private Attorney General
9 Act, brings this Representative Action on behalf of the State of California with respect to herself
10 and all individuals who are or previously were employed by DEFENDANT in California and
11 who were classified as non exempt employees ("AGGRIEVED EMPLOYEES") during the time
12 period of April 29, 2020 until a date as determined by the Court (the "PAGA PERIOD").

13 8. PLAINTIFF, on behalf of herself and all AGGRIEVED EMPLOYEES presently
14 or formerly employed by DEFENDANT during the PAGA PERIOD, brings this representative
15 action pursuant to Labor Code § 2699, *et seq.* seeking fixed civil penalties for DEFENDANT's
16 violation of California Labor Code §§ 201, 202, 203, 204 *et seq.*, 210, 221, 226(a), 226.7, 246,
17 351, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations,
18 Title 8, Section 11040, Subdivision 5(A)-(B), and the applicable Wage Order(s). Based upon
19 the foregoing, PLAINTIFF and all AGGRIEVED EMPLOYEES are aggrieved employees
20 within the meaning of Labor Code § 2699, *et seq.*

21 9. The true names and capacities, whether individual, corporate, subsidiary,
22 partnership, associate or otherwise of defendants DOES 1 through 50, inclusive, are presently
23 unknown to PLAINTIFF who therefore sues these Defendants by such fictitious names pursuant
24 to Cal. Civ. Proc. Code § 474. PLAINTIFF will seek leave to amend this Complaint to allege
25 the true names and capacities of Does 1 through 50, inclusive, when they are ascertained.
26 PLAINTIFF is informed and believes, and based upon that information and belief alleges, that
27 the Defendants named in this Complaint, including DOES 1 through 50, inclusive, are
28

responsible in some manner for one or more of the events and happenings that proximately caused the injuries and damages hereinafter alleged.

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

THE CONDUCT

11. During the PAGA PERIOD, DEFENDANT failed and continues to fail to accurately calculate and pay PLAINTIFF and the other AGGRIEVED EMPLOYEES for their minimum and overtime wages. DEFENDANT unlawfully and unilaterally failed to accurately calculate minimum and overtime wages for time worked by PLAINTIFF and other AGGRIEVED EMPLOYEES in order to avoid paying these employees the correct compensation. Specifically, during the PAGA PERIOD, DEFENDANT required PLAINTIFF and other AGGRIEVED EMPLOYEES to wait in line and submit to mandatory temperature checks for COVID-19 screening and also complete a COVID-19 questionnaire regarding whether these employees had any symptoms prior to clocking into DEFENDANT's timekeeping system for the workday. This additional time worked was work performed subject to DEFENDANT's control and for DEFENDANT's benefit. Consequently, all this time constitutes "hours worked" and is therefore compensable. DEFENDANT's policy and practice to not pay employees for compensable work time is evidenced by DEFENDANT's business records. As a result, PLAINTIFF and the other AGGRIEVED EMPLOYEES forfeited wages due them for working without compensation at the correct minimum wage and overtime rates.

1 DEFENDANT's policy and practice to not pay the AGGRIEVED EMPLOYEES the correct
2 compensation for all time worked in accordance with applicable law is evidenced by
3 DEFENDANT's business records. This policy and practice of DEFENDANT was intended to
4 purposefully avoid the payment of the correct compensation as required by California law which
5 allowed DEFENDANT to illegally profit and gain an unfair advantage over competitors who
6 complied with the law.

7 12. During the PAGA PERIOD, DEFENDANT failed to accurately record and pay
8 PLAINTIFF and other AGGRIEVED EMPLOYEES for the actual amount of time these
9 employees worked. Pursuant to the Industrial Welfare Commission Wage Orders,
10 DEFENDANT is required to pay PLAINTIFF and other AGGRIEVED EMPLOYEES for all
11 time worked, meaning the time during which an employee was subject to the control of an
12 employer, including all the time the employee was permitted or suffered to permit this work.
13 DEFENDANT required these employees to work off the clock without paying them for all the
14 time they were under DEFENDANT's control. Specifically, DEFENDANT required
15 PLAINTIFF to work while clocked out during what was supposed to be PLAINTIFF's off-duty
16 meal break. PLAINTIFF was from time to time interrupted by work assignments. Also,
17 DEFENDANT, as a matter of established company policy and procedure, administered a
18 uniform practice of rounding the actual time worked and recorded by PLAINTIFF and
19 AGGRIEVED EMPLOYEES, always to the benefit of DEFENDANT, so that during the course
20 of their employment, PLAINTIFF and AGGRIEVED EMPLOYEES were paid less than they
21 would have been paid had they been paid for actual recorded time rather than "rounded" time.
22 As a result, PLAINTIFF and other AGGRIEVED EMPLOYEES forfeited minimum wage and
23 overtime compensation by working without their time being accurately recorded and without
24 compensation at the applicable minimum wage and overtime rates. To the extent that the time
25 worked off the clock did not qualify for overtime premium payment, DEFENDANT failed to pay
26 minimum wages for the time worked off-the-clock in violation of Cal. Lab. Code §§ 1194, 1197,
27 and 1197.1. Further, PLAINTIFF and other AGGRIEVED EMPLOYEES from time to time
28

1 were not paid wages for all time worked, including overtime wages, such that in the aggregate
2 employees were underpaid wages as a result of DEFENDANT's pattern and practice of unevenly
3 rounding time worked by its employees.

4 13. State and federal law provides that employees must be paid overtime at one-and-
5 one-half times their "regular rate of pay." PLAINTIFF and other AGGRIEVED EMPLOYEES
6 were compensated at an hourly rate plus incentive pay that was tied to specific elements of an
7 employee's performance.

8 14. The second component of PLAINTIFF's and other AGGRIEVED EMPLOYEES'
9 compensation was DEFENDANT's non-discretionary incentive program that paid PLAINTIFF
10 and other AGGRIEVED EMPLOYEES incentive wages based on their performance for
11 DEFENDANT. The non-discretionary incentive program provided all employees paid on an
12 hourly basis with incentive compensation when the employees met the various performance
13 goals set by DEFENDANT. However, when calculating the regular rate of pay in order to pay
14 overtime to PLAINTIFF and other AGGRIEVED EMPLOYEES, DEFENDANT failed to
15 include the incentive compensation as part of the employees' "regular rate of pay" for purposes
16 of calculating overtime pay. Management and supervisors described the incentive program to
17 potential and new employees as part of the compensation package. As a matter of law, the
18 incentive compensation received by PLAINTIFF and other AGGRIEVED EMPLOYEES must
19 be included in the "regular rate of pay." DEFENDANT also underpaid meal and rest break
20 penalties and sick pay wages to PLAINTIFF and other AGGRIEVED EMPLOYEES by failing
21 to pay such wages at the regular rate of pay. Specifically, PLAINTIFF and other non-exempt
22 employees regularly earn non-discretionary remuneration, including but not limited to,
23 incentives, shift differential pay, and bonuses. Rather than pay meal and rest break penalties and
24 sick pay at the regular rate of pay, DEFENDANT underpaid sick pay to PLAINTIFF and other
25 AGGRIEVED EMPLOYEES at their base rates of pay. The failure to do so has resulted in a
26 systematic underpayment of compensation to PLAINTIFF and other AGGRIEVED
27 EMPLOYEES by DEFENDANT.

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

10 16. As a result of their rigorous work schedules, PLAINTIFF and other
11 AGGRIEVED EMPLOYEES were from time to time unable to take off duty meal breaks and
12 were not fully relieved of duty for meal periods. PLAINTIFF and other AGGRIEVED
13 EMPLOYEES were from time to time required to perform work as ordered by DEFENDANT
14 for more than five (5) hours during a shift without receiving an off-duty meal break. Further,
15 DEFENDANT failed to provide PLAINTIFF and AGGRIEVED EMPLOYEES with a second
16 off-duty meal period from time to time in which these employees were required by
17 DEFENDANT to work ten (10) hours of work. PLAINTIFF and the other AGGRIEVED
18 EMPLOYEES therefore forfeited meal breaks without additional compensation and in
19 accordance with DEFENDANT's corporate policy and practice.

20 17. During the PAGA PERIOD, PLAINTIFF and other AGGRIEVED EMPLOYEES
21 were from time to time also required to work in excess of four (4) hours without being provided
22 ten (10) minute rest periods. Further, these employees were denied their first rest periods of at
23 least ten (10) minutes for some shifts worked of at least two (2) to four (4) hours, a first and
24 second rest period of at least ten (10) minutes for some shifts worked of between six (6) and
25 eight (8) hours, and a first, second and third rest period of at least ten (10) minutes for some
26 shifts worked of ten (10) hours or more from time to time. PLAINTIFF and other
27 AGGRIEVED EMPLOYEES were also not provided with one hour wages in lieu thereof. As
28

1 a result of their rigorous work schedules, PLAINTIFF and other AGGRIEVED EMPLOYEES
2 were periodically denied their proper rest periods by DEFENDANT and DEFENDANT's
3 managers. Additionally, the applicable California Wage Order requires employers to provide
4 employees with off-duty rest periods, which the California Supreme Court defined as time
5 during which an employee is relieved from all work related duties and free from employer
6 control. In so doing, the Court held that the requirement under California law that employers
7 authorize and permit all employees to take rest period means that employers must relieve
8 employees of all duties and relinquish control over how employees spend their time which
9 includes control over the locations where employees may take their rest period. Employers
10 cannot impose controls that prohibit an employee from taking a brief walk - five minutes out,
11 five minutes back. Here, DEFENDANT's policy restricted PLAINTIFF and other
12 AGGRIEVED EMPLOYEES from unconstrained walks and was unlawful based on
13 Defendant's rule which stated PLAINTIFF and other AGGRIEVED EMPLOYEES could not
14 leave the work premises during their rest period.

15 18. Cal. Lab. Code § 226 provides that every employer shall furnish each of his or her
16 employees with an accurate itemized wage statement in writing showing, among other things,
17 gross wages earned and all applicable hourly rates in effect during the pay period and the
18 corresponding amount of time worked at each hourly rate. DEFENDANT from time to time
19 failed to provide to PLAINTIFF and AGGRIEVED EMPLOYEES wage statements that
20 identify the correct gross and net wages earned, the applicable number of hours worked and
21 rates of pay. PLAINTIFF and AGGRIEVED EMPLOYEES were paid on an hourly basis. As
22 such, the wage statements should reflect all applicable hourly rates during the pay period and
23 the total hours worked, and the applicable pay period in which the wages were earned pursuant
24 to California Labor Code Section 226(a). The wage statements DEFENDANT provided to
25 PLAINTIFF and other AGGRIEVED EMPLOYEES failed to identify such information. More
26 specifically, the wage statements failed to identify the accurate total hours worked each pay
27 period in violation of Cal. Lab. Code Section 226(a)(2). When the hours shown on the wage
28

1 statements were added up, they did not equal the actual total hours worked during the pay
2 period. Aside, from the violations listed above in this paragraph, DEFENDANT failed to issue
3 to PLAINTIFF and other AGGRIEVED EMPLOYEES an itemized wage statement that lists
4 all the requirements under California Labor Code 226 *et seq.*

5 19. DEFENDANT underpaid sick pay wages to PLAINTIFF and other AGGRIEVED
6 EMPLOYEES by failing to pay such wages at the regular rate of pay. Specifically, PLAINTIFF
7 and other non-exempt employees earned non-discretionary remuneration, including but not
8 limited to, incentives and bonuses. Rather than pay sick pay at the regular rate of pay,
9 DEFENDANT underpaid sick pay to PLAINTIFF and other AGGRIEVED EMPLOYEES at
10 their base rates of pay.

11 20. Cal. Lab. Code § 204 provides that “[a]ll wages. . . earned by any person in any
12 employment are due and payable twice during each calendar month, on days designated in
13 advance by the employer as the regular paydays.” Further, Cal. Lab. Code § 204(a) expressly
14 requires employers to pay employees all wages owed within eleven (11) days of the close of the
15 payroll period. DEFENDANT from time to time failed to pay PLAINTIFF and other
16 AGGRIEVED EMPLOYEES all wages owed to them within eleven (11) days of the close of
17 the payroll period.

18 21. Pursuant to Cal. Lab. Code Section 221, “It shall be unlawful for any employer
19 to collect or receive from an employee any part of wages theretofore paid by said employer to
20 said employee.” DEFENDANT made unlawful deductions from compensation payable to
21 PLAINTIFF and AGGRIEVED EMPLOYEES, failed to disclose all aspects of the deductions
22 from compensation payable to PLAINTIFF and AGGRIEVED EMPLOYEES, and thereby
23 failed to pay these employees all wages due at each applicable pay period and upon termination.

24 22. DEFENDANT intentionally and knowingly failed to reimburse and indemnify
25 PLAINTIFF and the other AGGRIEVED EMPLOYEES for required business expenses
26 incurred by the PLAINTIFF and other AGGRIEVED EMPLOYEES in direct consequence of
27 discharging their duties on behalf of DEFENDANT. Under California Labor Code Section
28

1 2802, employers are required to indemnify employees for all expenses incurred in the course
2 and scope of their employment. Cal. Lab. Code § 2802 expressly states that "an employer shall
3 indemnify his or her employee for all necessary expenditures or losses incurred by the employee
4 in direct consequence of the discharge of his or her duties, or of his or her obedience to the
5 directions of the employer, even though unlawful, unless the employee, at the time of obeying
6 the directions, believed them to be unlawful."

7 23. In the course of their employment PLAINTIFF and other AGGRIEVED
8 EMPLOYEES as a business expense, were required by DEFENDANT to use their own personal
9 cellular phones as a result of and in furtherance of their job duties as employees for
10 DEFENDANT but were not reimbursed or indemnified by DEFENDANT for the cost
11 associated with the use of their personal cellular phones for DEFENDANT's benefit. As a
12 result, in the course of their employment with DEFENDANT, PLAINTIFF and other
13 AGGRIEVED EMPLOYEES incurred unreimbursed business expenses which included, but
14 were not limited to, costs related to the use of their personal cellular phones all on behalf of and
15 for the benefit of DEFENDANT.

16 24. By reason of this conduct applicable to PLAINTIFF and all AGGRIEVED
17 EMPLOYEES, DEFENDANT engaged in a company-wide policy and procedure which failed
18 to accurately calculate and record the correct overtime rate for the overtime worked by
19 PLAINTIFF and other AGGRIEVED EMPLOYEES. The proper calculation of these
20 employees' overtime hour rates is the DEFENDANT's burden. As a result of DEFENDANT's
21 intentional disregard of the obligation to meet this burden, DEFENDANT failed to properly
22 calculate and/or pay all required overtime compensation for work performed by the
23 AGGRIEVED EMPLOYEES and violated the California Labor Code and regulations
24 promulgated thereunder as herein alleged.

25 25. All of the conduct and violations alleged herein occurred during the PAGA
26 PERIOD. To the extent that any of the conduct and violations alleged herein did not affect
27 PLAINTIFF during the PAGA PERIOD, PLAINTIFF seeks penalties for those violations that
28

1 affected other AGGRIEVED EMPLOYEES pursuant to *Carrington v. Starbucks Corp.* 2018
2 AJDAR 12157 (Certified for Publication 12/19/18).

3
4 **JURISDICTION AND VENUE**

5 26. This Court has jurisdiction over this Action pursuant to California Code of Civil
6 Procedure, Section 410.10.

7 27. Venue is proper in this Court pursuant to California Code of Civil Procedure,
8 Sections 395 and 395.5, because DEFENDANT (i) currently maintains and at all relevant times
9 maintained offices and facilities in this County and/or conducts substantial business in this
10 County, and (ii) committed the wrongful conduct herein alleged in this County against
11 PLAINTIFF and the AGGRIEVED EMPLOYEES.

12 **FIRST CAUSE OF ACTION**

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

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

15 **(By PLAINTIFF and Against All Defendants)**

16 28. PLAINTIFF realleges and incorporates by this reference, as though fully set
17 forth herein, the prior paragraphs of this Complaint.

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

1 30. PLAINTIFF, and such persons that may be added from time to time who
2 satisfy the requirements and exhaust the administrative procedures under the Private
3 Attorney General Act, brings this Representative Action on behalf of the State of California
4 with respect to herself and all individuals who are or previously were employed by
5 DEFENDANT in California and who were classified as non exempt employees
6 (“AGGRIEVED EMPLOYEES”) during the time period of April 29, 2020 until a date as
7 determined by the Court (the "PAGA PERIOD").

8 31. On April 29, 2021, PLAINTIFF gave written notice by electronic mail to the
9 Labor and Workforce Development Agency (the "Agency") and by certified mail to the
10 employer of the specific provisions of this code alleged to have been violated as required by
11 Labor Code § 2699.3. The statutory waiting period for PLAINTIFF to add these allegations
12 to the Complaint has expired. As a result, pursuant to Section 2699.3, PLAINTIFF may
13 now commence a representative civil action under PAGA pursuant to Section 2699 as the
14 proxy of the State of California with respect to all AGGRIEVED EMPLOYEES as herein
15 defined.

16 32. The policies, acts and practices heretofore described were and are an unlawful
17 business act or practice because DEFENDANT (a) failed to provide PLAINTIFF and the
18 other AGGRIEVED EMPLOYEES accurate itemized wage statements, (b) failed to
19 properly record and provide legally required meal and rest periods, (c) failed to pay
20 minimum wages, (d) failed to pay overtime wages, (e) failed to reimburse employees for
21 required expenses, and (f) failed to provide wages when due, all in violation of the
22 applicable Labor Code sections listed in Labor Code §§ 201, 202, 203, 204 *et seq.*, 210, 221,
23 226(a), 226.7, 246, 351, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California
24 Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), and the applicable Wage
25 Order(s), and thereby gives rise to civil penalties as a result of such conduct.¹ PLAINTIFF
26

27 ¹Plaintiff specifically excludes and/or does not allege any claims under California Labor
28 Code §558(a)(3).

1 hereby seeks recovery of only civil penalties as prescribed by the Labor Code Private
2 Attorney General Act of 2004 as the representative of the State of California for the illegal
3 conduct perpetrated on PLAINTIFF and the other AGGRIEVED EMPLOYEES.

4
5 **PRAYER FOR RELIEF**

6 WHEREFORE, PLAINTIFF prays for judgment against each Defendant, jointly and
7 severally, as follows:

8 1. On behalf of the State of California and with respect to all AGGRIEVED
9 EMPLOYEES:

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

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

14 Dated: April 29, 2021 BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW
15 LLP

16
17 By: /s/ Norman Blumenthal
18 Norman B. Blumenthal
19 Attorneys for Plaintiff
20
21
22
23
24
25
26
27
28

EXHIBIT #5

**BLUMENTHAL NORDREHAUG BHOWMIK
DE BLOUW LLP**

Norman B. Blumenthal (State Bar #068687)

Kyle R. Nordrehaug (State Bar #205975)

Aparajit Bhowmik (State Bar #248066)

Jeffrey S. Herman (State Bar #280058)

2255 Calle Clara

La Jolla, CA 92037

Telephone: (858)551-1223

Facsimile: (858) 551-1232

Website: www.bamlawca.com

Attorneys for Plaintiff

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF SACRAMENTO**

MELISSA DUFFELL, on behalf of the State
of California, as a private attorney general,

Plaintiff,

v.

WAG HOTELS, INC., a Corporation; and
DOES 1 through 50, Inclusive,

Defendants.

Case No. 34-2021-00304566

PROOF OF SERVICE

Hearing Date: August 12, 2022

Hearing Time: 9:00 a.m.

Reservation No. 2656546

Judge: Hon. Lauri A. Damrell

Dept.: 28

Action Filed: July 19, 2021

Trial Date: Not Set

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF SAN DIEGO

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

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

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

LEWIS BRISBOIS BISGAARD & SMITH LLP

John L. Barber

Thalia S. Rofos

Armine Antonyan

Erica Stanford

650 Town Center Drive, Suite 1400,

Costa Mesa, CA 92626

Email(s):

Thalia.Rofos@lewisbrisbois.com

John.barber@lewisbrisbois.com

Erica.stanford@lewisbrisbois.com

Armine.Antonyan@lewisbrisbois.com

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

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

Executed on July 18, 2022, at San Diego, California.


Kyle Nordrehaug

EXHIBIT #6

ILYM | GROUP, Inc.

SETTLEMENT ADMINISTRATION EXPERTS

Case Name: Wag Hotel

Monday, May 9, 2022

Requesting Attorneys Name:

Kyle Nordrehaug

E-Mail:

kyle@bamlawca.com

ILYM Contact:

Sean Hartranft

E-Mail:

Sean@ilymgroupclassaction.com

Contact Number:

949.690.2564

PAGA Settlement

ASSUMPTIONS	
Total Estimated Number of Aggrieved Employees	1,100
NCOA	Yes
Remail of Undeliverables	Yes
Case Duration (Years)	1

Activity	Rate Type	Unit Cost	Volume	Amount
CASE STARTUP				
Initial Setup - Import and Formatting of Data*	Hourly	\$150.00	8	\$1,200.00
Project Manager (Case notification and maintenance)	Hourly	\$120.00	6	\$720.00
NCOA	Flat Rate	\$150.00	1	\$150.00
Toll-Free Telephone Support	Flat Rate	\$200.00	1	\$200.00

*ILYM assumes that data will be in a standard format. Client will be notified immediately if not in standard format to correct data or ILYM can convert to standard format @ \$150.00 per hour.

Subtotal \$2,270.00

DISTRIBUTION (Includes EIN, Bank Acct /QSF Setup)*				
Distribution Setup & Management	Hourly	\$150.00	8	\$1,200.00
Account Reconciliation & Distribution Reporting	Hourly	\$125.00	8	\$1,000.00
Check, Stub & Release - (including 1099)	Per Check	\$1.50	1,100	\$1,650.00
USPS First Class Postage	Per Piece	\$0.55	1,100	\$605.00
Remails (Forward/Skip Trace Undeliverables)	Per Piece	\$2.00	220	\$440.00
Preparation of Taxes	Hourly	\$125.00	14	\$1,750.00
Annual Filing of Tax Return	Per Year	\$1,500.00	1	\$1,500.00

*Additional Bank fees may apply

Subtotal \$8,145.00

CASE CONCLUSION				
Data Manager Final Reporting	Hourly	\$100.00	8	\$800.00
Process Uncashed Funds to the State Controller	Flat Fee	\$750.00	1	\$750.00
Declaration	Hourly	\$125.00	5	\$625.00

Subtotal \$2,175.00

TOTAL ESTIMATED AMOUNT: \$12,590.00

Terms and Conditions

All services to be provided by ILYM Group, Inc. (hereinafter, "ILYM") to Client shall be subject to the following terms and conditions:

Services: Subject to the terms hereof, ILYM agrees to provide the Client with Administration Services (hereinafter, "services") as specified in the Proposal provided to Client to which these Terms and Conditions are attached. The estimate is in good faith and does not cover any applicable taxes and fees. The estimate does not make provision for any services or class members/size not delineated in the request for proposal or stipulations. Such services do not in any way constitute legal services or advice. ILYM is performing its services as an Independent Contractor and neither it nor its employees shall be deemed to be employees of the Client.

Mailing and Data Conversion: ILYM's database administration assumes the Client will provide complete data that includes all information required to send notifications and complete the administration process. Data must be provided in a complete, consistent, standardized electronic format. ILYM's standard format is Microsoft Excel, however, ILYM may accept other formats at its discretion. Further developments or enhancements to non-standardized data will be billed to Client by ILYM on a time and materials basis, according to ILYM's Standard Rates.

Charges for Services: Charges to the Client for services shall be on a time and materials basis at our prevailing rates, as the same may change from time to time. Any fee estimates set forth in the proposal are estimates only, based on information provided by Client to ILYM. Actual fees charged by ILYM to Client may be greater or less than such estimate, and Client shall be responsible for the payment of all such charges and expenses in accordance with Section 5 hereof. Charges incurred related to resolving post distribution withholdings and related corrective files due to voids and re-issues of payments and related correspondence with state and federal taxing authorities will not be charged to the Client to the extent that funds are received from the taxing authorities offset these charges. ILYM may derive financial benefits from financial institutions in connection with the deposit and investment of settlement funds with such institutions, including without limitation, discounts on eligible banking services and fees, and loans at favorable rates.

Indemnification: Client will indemnify and hold ILYM (and the officers, employees, affiliates and agents harmless against any Losses incurred by ILYM, arising out of, in connection with, or related to (i) any breach of the terms by Client; (ii) the processing and handling of any payment by ILYM in accordance with Client's instructions, including without limitation, the imposition of any stop payment or void payment on any check or the wrongful dishonor of a check by ILYM pursuant to Client's instructions.

Payment of Charges: ILYM reserves the right to request payment of postage charges and 50% of the final administration charges at the start of the case. ILYM bills are due upon receipt unless otherwise negotiated and agreed to with the Client. In the event settlement terms provide that ILYM is to be paid out of the Settlement Fund, ILYM will request that Counsel endeavor to make alternate payment arrangements for ILYM charges that are due at the onset of the case. The entire remaining balance is due and payable at the time the Settlement Account is funded by, or no later than the time of disbursement. Decisions of the court and actions of the parties, including disapproval or withdrawal of a settlement, do not affect the Client's liability to ILYM for payment of services. Services are not provided on a contingency fee basis.

Confidentiality: ILYM maintain reasonable and appropriate security measures and safeguards to protect the security and confidentiality of Client data provided to ILYM by Client in connection herewith. Should ILYM ever be notified of any judicial order or other proceedings in which a third party seeks to obtain access to the confidential data created by or for the Client, ILYM will promptly notify the Client, unless prohibited by applicable law. The Client shall have the option to (1) provide legal representation at the Client's expense to avoid such access or (2) promptly reimburse ILYM for any of its costs, including attorneys' fees, reasonably incurred in avoiding, attempting to avoid or providing such access and not paid by the entity seeking the data. If ILYM is required, pursuant to a court order, to produce documents, disclose data, or otherwise act in contravention of the obligations imposed by this Agreement, or otherwise, with respect to maintaining the confidentiality, proprietary nature and secrecy of the produced documents or disclosed data, ILYM will not be liable for breach of said obligation.

Data Rights: ILYM does not convey nor does the Client obtain any right in the programs, system data, or materials utilized or provided by ILYM in the ordinary course of business in the performance of this Agreement.

Document Retention: Unless directed otherwise in writing by Client, ILYM will destroy undeliverable mail on the effective date of the settlement or the date that the disposition of the case is no longer subject to appeal or review, whichever is later. ILYM will maintain claim forms and other correspondence for one year after final distribution of funds or benefits, or until the date that the disposition of the case is no longer subject to appeal or review, whichever is later.

Limitation of damages: ILYM is not responsible to the Client for any special, consequential or incidental damages incurred by Client. Any liability of ILYM to the Client shall not exceed the total amount billed to the Client for the particular services that give rise to any loss.

Termination: The services to be provided under this Agreement may be terminated, at will by the Client upon at least 30 calendar days' prior written notice to ILYM. The Client's obligation to pay for services or projects in progress at the time of notice of withdrawal shall continue throughout that 30 day period. ILYM may terminate this Agreement (i) with 10 calendar days' prior written notice, if the Client is not current in payment of charges or (ii) in any event, upon at least 3 months' prior written notice to the Client.

Notice: Any notice required or permitted hereunder shall be in writing and shall be delivered personally, or sent by registered mail, postage prepaid, or overnight courier service to the responsible officer or principal of ILYM or the Client, as applicable, and shall be deemed given when so delivered personally, or, if mailed, five days after the date of deposit in United States mail, or, if sent by courier, one business day after delivery to such courier service.

Force Majeure: To the extent performance by ILYM of any of its obligations hereunder is substantially prevented by reason of any act of God or by reason of any other matter beyond ILYM's reasonable control, then such performance shall be excused and this Agreement, at ILYM's option, be deemed suspended during the continuation of such condition and for a reasonable time thereafter.

Waiver of Rights: No failure or delay on the part of a party in exercising any right hereunder will operate as a waiver of, or impair, any such right. No single or partial exercise of any such right will preclude any other or further exercise thereof or the exercise of any other right. No waiver of any such right will be effective unless given in a signed writing.

Jurisdiction: The parties hereto submit to the jurisdiction of the Court of the applicable case for purposes of any suit, action or proceeding to enforce any provision of, or based on any right arising out of, this Agreement. The parties hereto hereby waive any objection to the laying of venue of any such suit, action or proceeding in the Court.

Entire Agreement: These terms and conditions and the proposal embody the entire agreement between the parties with respect to the subject matter hereof, and cancels and supersedes all prior negotiations, representations, and agreements related thereto, either written or oral, except to the extent they are expressly incorporated herein. No changes in, additions to, or waivers of, the terms and conditions set forth herein will be binding upon any party, unless approved in writing by such party's authorized representative.