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

DEXTER GREEN, on behalf of the State
of California, as a private attorney general,

Plaintiff,

vs.

OSL RETAIL SERVICES CORP, a
Corporation; OSL RETAIL SERVICES
CALIFORNIA, LLC, a California Limited
Liability Company, and DOES 1 through
50, inclusive,

Defendants.

Case No. **34-2022-00316065**

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

Hearing Date: March 14, 2025

Hearing Time: 9:00 a.m.

Reservation ID: A-316065-001

Judge: Hon. Lauri A. Damrell

Dept.: 22

Action Filed: February 25, 2022

Trial Date: Not Set

1 I, Kyle Nordrehaug, declare as follows:

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

7 2. A true and correct copy of the fully executed PAGA Settlement Agreement
8 ("Agreement") with Defendants OSL Retail Services Corporation and OSL Retail Services California
9 LLC ("Defendants") is attached as Exhibit #1. A proposed order approving the PAGA settlement is
10 submitted herewith.

11 A. Checklist of Approval of Class Action Settlement and/or PAGA Settlements –
12 In compliance with Sacramento Superior Court, *Local Rule 2.99.05*, I attest that (1) I have reviewed
13 the Checklist of Approval of Class Action Settlement and/or PAGA Settlements ("Checklist") and (2)
14 Plaintiff's motion papers were prepared in compliance with the Checklist. The following is an
15 identification of each item in the PAGA checklist with numbers corresponding to the number in the
16 checklist:

17 1. The description of the case and claims, along with the procedural
18 history is set forth below at ¶ 3.

19 2. Attached hereto as Exhibit #1 is a copy of the fully executed Agreement.

20 3. The Agreement negotiated by the Parties provides for a "Gross PAGA
21 Settlement Amount" payment in the amount of \$557,100 to resolve the Released PAGA Claims (the
22 "PAGA Settlement").

23 4, The following is a table of the key financial terms of the PAGA
24 Settlement and the proposed deductions (Agreement at ¶ 3.2):

25 **\$1,350,000** (Gross PAGA Settlement Amount)

26 - \$30,000 (PAGA Counsel Litigation Expenses Payment - not to exceed amount)

27 - \$185,700 (PAGA Counsel Fees Payment - not to exceed 1/3 of settlement)

1 - \$5,850 (settlement administration expenses - not to exceed amount)

2 **\$335,550** (PAGA Payment – allocated 75% to California Labor and Workforce
3 Development Agency (“LWDA”) and 25% to PAGA Group).

4 5. No duties are being placed on the PAGA Group members to receive
5 payment. The Individual PAGA Payments will be mailed out automatically to all PAGA Group
6 members.

7 6. For purposes of this Settlement, the “PAGA Group” consists of “all
8 individuals who worked for Defendants, or either of them, as non-exempt employees in California at
9 any time during the PAGA Period.”(Agreement at ¶ 1.4). The PAGA Period is the time period from
10 September 8, 2021 through July 12, 2024. (Agreement at ¶ 1.23). There are approximately 750 PAGA
11 Group members who collectively worked approximately 5,571 pay periods during the PAGA Period.
12 (Agreement at ¶ 4.1).

13 7. Effective on the date when Defendants fully fund the entire Gross
14 PAGA Settlement Amount,, the Released Parties shall be entitled to a release from all members of the
15 PAGA Group of the “Released PAGA Claims”, which means any representative PAGA claim on
16 behalf of the LWDA and/or any individual PAGA claim that was alleged in the Operative Complaint
17 and/or the PAGA Notice, or that could have been alleged in the Operative Complaint and/or the
18 LWDA Notice, based upon or arising out of the facts and/or claims alleged in the Operative Complaint
19 or in the PAGA Notice from the beginning of time up to and including the end of the PAGA Period
20 (collectively the “Released PAGA Claims”). (Agreement at ¶5.2). The basis for the claims, the
21 investigation performed and how the settlement was reached before a mediator is discussed below at
22 paragraph 3.

23 8. The scope of the release complies with *Amaro* as it is limited to the
24 claims that were alleged or could have been alleged based on the facts and allegations made in the
25 Operative Complaint and/or PAGA Notice.

26 9. The discussion of the valuation of the PAGA claim is set forth below at
27 paragraph 6 and the discussion of the risks and defenses to the PAGA claim is set forth below at
28

1 paragraphs 7.

2 10. The PAGA Notice sent to the LWDA and email confirmation of the
3 submission of the PAGA Notice to the LWDA are attached hereto as Exhibit #5.

4 11. The settlement does not have a payment plan.

5 12. Of the PAGA Payment amount, seventy-five percent (75%) (no less
6 than \$251,662.50) will be paid to the LWDA and the remaining twenty-five percent (25%) (no less
7 than \$83,887.50) will be paid to the PAGA Group (Agreement at ¶ 3.2.3). The 25% payable to the
8 PAGA Group results in an average recovery of at minimum a \$111.85 per individual and an estimate
9 of \$15.05 per pay period. This 75/25 allocation is required by Labor Code §2699 because this Action
10 was filed before June 2024, and so the amendment to Labor Code §2699 does not apply.

11 13. This PAGA Settlement does not have a *cy pres* procedure. For any
12 Individual PAGA Payment check that is uncashed and cancelled after the void date, the Administrator
13 shall transmit the funds represented by such checks to the California State Controller's Unclaimed
14 Property Fund in the name of the individual who failed to cash/deposit their check. (Agreement at ¶
15 4.4.3).

16 14. In accordance with the Agreement at paragraph 4.2, within fifteen (15)
17 calendar days of the Effective Date, Defendants will simultaneously deliver the PAGA Group Data to
18 the Administrator in the form of a Microsoft Excel spreadsheet. To protect PAGA Group members'
19 privacy rights, the Administrator must maintain the PAGA Group Data in confidence, use the PAGA
20 Group Data only for purposes of this Settlement and for no other purpose, and restrict access to the
21 PAGA Group Data to Administrator employees who need access to the PAGA Group Data to effect
22 and perform under this Agreement. Within fourteen (14) calendar days after Defendants fund the
23 Gross PAGA Settlement Amount, the Administrator will mail checks for all Individual PAGA
24 Payments, the LWDA PAGA Payment, the Administration Expenses Payment, and the PAGA
25 Counsel Expenses Payment. Disbursement of the PAGA Counsel Litigation Expenses Payment shall
26 not precede disbursement of Individual PAGA Payments. (Agreement at ¶ 4.4). The Administrator
27 will issue checks for the Individual PAGA Payments and send them to the members of the PAGA
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1 Group via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the
2 void date, which is 180 calendar days after the date of mailing. The Administrator will cancel all
3 checks not cashed or deposited by the void date. Before mailing any checks, the Settlement
4 Administrator must update the recipients' mailing addresses using the National Change of Address
5 Database. (Agreement at ¶ 4.4.1).

6 15. The Agreement provides for a fee award not to exceed one-third (1/3)
7 of the Gross PAGA Settlement Amount, which as discussed below at paragraphs 8 and 13, is a
8 reasonable fee when measure by the percentage of recovery and when measured by a lodestar cross-
9 check.

10 16. See paragraph 8-10 below.

11 a. See paragraph 10(d) below and Exhibit #3 hereto.

12 b. See paragraph 8 below and Exhibit #2 hereto.

13 c. See Exhibit #2 hereto.

14 d. See Exhibit #2 hereto.

15 e. See paragraph 10(d) below.

16 f. See paragraph 9 below and Exhibit #2 hereto.

17 g. See paragraph 8 below and Exhibit #2 hereto.

18 17. See pages 10-11 of the Motion.

19 18. See paragraph 9 below.

20 19. This PAGA Settlement does not provide for an incentive or service
21 award. In addition to and separate from the Gross PAGA Settlement Amount, Defendants has agreed
22 to separately settle Plaintiff's individual claims pursuant to separate confidential Individual Settlement
23 Agreement ("Individual Settlement") (Agreement at ¶ 2.3). The individual claims were not at issue
24 in this action but were brought in the separate arbitration matter. These individual claims exist
25 independent and apart from the PAGA claims at issue before the Court. *See Kim v. Reins Int'l Cal.,*
26 *Inc.*, 9 Cal. 5th 73, 80 (2020) (the "[s]ettlement of individual claims does not strip an Aggrieved
27 Employee of standing, as the state's authorized representative, to pursue PAGA remedies" nor resolve
28

1 the PAGA claims.).

2 20. Besides this Action, I am unaware of any other related cases pending
3 against Defendants which would be impacted by this settlement. All Parties attested to this in the
4 Agreement at paragraph 2.6. I have searched the LWDA database which evidences that there are no
5 other currently pending PAGA notices served against Defendants (other than PAGA notice served in
6 this case).

7
8 3. PAGA Counsel mailed the necessary correspondence to the LWDA on November 8,
9 2021, on behalf of Plaintiff, requesting authorization from the LWDA to seek civil penalties as
10 provided by the Private Attorney General Act of 2004 (“PAGA”) for the wage and hour violations
11 alleged in the PAGA Notice. The PAGA Notice sent to the LWDA and email confirmation of the
12 submission of the PAGA Notice to the LWDA are attached hereto as Exhibit #5. The 65-day notice
13 period for the LWDA to notify of its intent to investigate expired on January 12, 2022. On February
14 25, 2022, Plaintiff filed a Representative Action Complaint in this Court against Defendants OSL
15 Retail Services Corporation and OSL Retail Services California LLC alleging a single cause of action
16 for recovery of civil penalties for Violation of the PAGA [Labor Code §§ 2698, *et seq.*]. Plaintiff and
17 Defendants agreed to mediate with Deborah Crandall Saxe, Esq. Prior to the mediation, the Parties
18 conducted significant investigation and informal discovery of the facts and law. Defendants produced
19 hundreds of documents relating to its policies, practices, and procedures regarding paying non-exempt
20 employees for all hours worked, overtime, meal and rest period policies, payroll and operations
21 policies, and more. Plaintiff was provided with sufficient records and data to determine the number of
22 PAGA Group members and the number of pay periods in the PAGA Period. The Parties agree that
23 the above-described investigation and evaluation, as well as the information exchanged during the
24 settlement negotiations, are more than sufficient to assess the merits of the Parties’ positions and to
25 compromise the issues on a fair and equitable basis. Plaintiff’s theory of PAGA liability as argued at
26 mediation alleged that Defendants are liable for miscalculating overtime and sick pay as a result of
27 not including certain remunerations into the regular rate. For example, the following additional
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1 remunerations were not fully incorporated into the regular rate for the purpose of paying the correct
2 overtime: LRN Learn Additional Earnings, NCP Non Csh Priz Additional Earnings, SPF SPIFF
3 Additional Earnings, RB REF BONUS Additional Earnings, and COM COMMISSION Additional
4 Earnings (Monthly). Plaintiff's expert determined that 49.5% of PAGA Group members and 43.3% of
5 pay periods had overtime and additional remunerations earned or had weighted average rate issues.
6 Plaintiff alleged there was also unpaid sick pay due from not including the above remunerations in the
7 regular rate and from weighted averages. Plaintiff's expert determined that 8.4% of PAGA Group
8 members and 2.3% of pay periods had sick pay and additional remunerations earned or had weighted
9 average rate issues. Plaintiff's expert determined that 40.2% of employees and 27.4% of pay periods
10 have meal premiums and any remunerations earned. Moreover, Plaintiff alleged he was required to
11 work off the clock. For example, Plaintiff had to use his personal cell phone to log into AT&T's website
12 to clock in. Plaintiff alleges that he would even be required to start interacting with potential customers
13 as soon as he arrived at his workplace, so he was not able to clock in until he had finished helping the
14 customer. Plaintiff alleges that he was unable to take rest breaks or legally compliant meal breaks due
15 to the needs of the employer, as he could not simply pause an interaction with a customer to go on
16 break, nor could he pass the customer to a co-worker, as that would be very inconvenient for the
17 customer, and he would lose any potential commissions made on a sale. Plaintiff was never paid a
18 premium for missed rest breaks. Plaintiffs alleges that meal period violations are evidenced in the
19 records and have not been cured with the payment of a premium wage. The time punch records reflect
20 a meal break violation rate assuming waiver of 18% of all shifts. Defendants also required Plaintiff
21 to use and monitor his personal cell phone for work at all times, including before his shifts, during his
22 shifts, rest breaks, and meal periods, and after his shifts were over, including his days off. Plaintiff
23 was also encouraged to give out his personal number and use his personal cell phone to connect and
24 follow up with potential customers, and to make himself available for any feedback, questions or issues
25 the new customers needed to report regarding the newly acquired services. Plaintiff also argued that
26 Plaintiff failed to provide cell phone reimbursements and suitable seating while Plaintiff and the other
27 PAGA Group members were manning Defendants' kiosk. Defendants maintained that it always

1 complied with applicable wage and hour regulations. Specifically, Defendants argued that its policies,
2 documents, and expert analysis supported a conclusion that the calculation of the regular rate and
3 weighted averages accounted for all applicable remuneration consistent with applicable law. On May
4 23, 2024, the Parties engaged in an all-day mediation session before Mediator Deborah Crandall Saxe,
5 Esq., a respected and experienced mediator knowledgeable of both the wage and hour laws and
6 representative claims at issue in this action. Through arms-length negotiations with the assistance of
7 the mediator, the Parties reached an agreement to settle the PAGA claims in this action which led to
8 the signing of a Memorandum of Understanding memorializing the settlement.¹ The settlement was
9 negotiated in light of all known facts and circumstances and the uncertainty associated with litigation
10 – including the risk of Plaintiff not being able to maintain representative claims, the difficulty of
11 proving Plaintiff’s claims in a manageable trial, the merits of Defendants’ potential defenses, and the
12 significant delay and potential appellate issues inherent to litigation – and was reached after extensive
13 arm’s length negotiations, with the assistance of Mediator Saxe.

14 4. The claim before this Court is solely the representative claim under PAGA on behalf
15 of the State of California for civil penalties pursuant to the PAGA. The PAGA settlement is subject
16 to Court approval consistent with Labor Code §2699(1)(2). (Agreement at ¶ 6.1). The Agreement
17 negotiated by the Parties provides for a “Gross PAGA Settlement Amount” payment in the amount of
18 \$557,100.00 to resolve the Released PAGA Claims (hereinafter referred to as the “PAGA
19 Settlement”). From this PAGA Settlement of \$557,100.00, there is a deduction of attorneys’ fees
20 (“PAGA Counsel Fees Payment”) in the amount of \$185,700.00 (which is one-third of the PAGA
21 Settlement), reimbursement of incurred costs (“PAGA Counsel Litigation Expenses Payment”) in an
22 amount not to exceed \$30,000.00, and the expense of settlement administration (“Administration
23

24 ¹ In addition to the Gross PAGA Settlement Amount, Defendants has agreed to separately settle
25 Plaintiff’s individual claims pursuant to separate confidential Individual Settlement Agreement
26 (“Individual Settlement”) (Agreement at ¶ 2.3). The individual claims were not at issue in this action
27 and exist independent and apart from the PAGA claims at issue before the Court. *See Kim v. Reins*
28 *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 Expenses Payment”) not to exceed \$5,850. (Agreement at ¶¶ 3.2.1-3.2.4).² After these deductions, the
2 amount remaining is the “PAGA Payment”, which is estimated to be no less than \$335,550. Of the
3 PAGA Payment amount, seventy-five percent (75%) (no less than \$251,662.50) will be paid to the
4 LWDA and the remaining twenty-five percent (25%) (no less than \$83,887.50) will be paid to the
5 PAGA Group (Agreement at ¶ 3.2.3).³ The 25% payable to the PAGA Group results in an average
6 recovery of \$111.85 per individual and \$15.05 per pay period. The Individual PAGA Payment for
7 each PAGA Group member shall be based on the number of pay periods each PAGA Group member
8 worked during the PAGA Period as a PAGA Group member, as a percentage of the total pay periods
9 worked by all PAGA Group members during from February 25, 2021 through May 23, 2024.⁴ The
10 PAGA Period is the time period from February 25, 2021 through May 23, 2024. (Agreement at ¶ 1.23).
11 For mediation, Defendants represented that there are approximately 750 PAGA Group members who
12 collectively worked approximately 5,571 pay periods during the PAGA Period. (Agreement at ¶ 4.1).
13 Effective on the date when Defendants fully fund the entire Gross PAGA Settlement Amount,, the
14 Released Parties shall be entitled to a release from all members of the PAGA Group of the “Released
15 PAGA Claims”, which means any representative PAGA claim on behalf of the LWDA and/or any
16 individual PAGA claim that was alleged in the Operative Complaint and/or the PAGA Notice, or that
17 could have been alleged in the Operative Complaint and/or the LWDA Notice, based upon or arising
18 out of the facts and/or claims alleged in the Operative Complaint or in the PAGA Notice from the

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20 ² If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses
21 Payment less than the amounts requested, the Administrator will allocate the remainder of these
22 amounts to the PAGA Payment. (Agreement at ¶ 3.2.1). To the extent the Administration Expenses
are less, or the Court approves payment less than \$5,850, the Administrator will allocate the remainder
of this amount to the PAGA Payment (*Id.* at ¶ 3.2.2).

23 ³ “PAGA Group” means all individuals who worked for Defendants, or either of them, as non-exempt
24 employees in California at any time during the PAGA Period. To be included in the PAGA Group,
25 individuals must have worked at least one day for Defendants (or either of them) in California during
the PAGA Period, as determined from Defendants’ payroll and employment records. For the
avoidance of doubt, individuals who were hired but never worked or received any wages are not part
of the PAGA Group. (Agreement at ¶¶ 1.4, 1.23).

26 ⁴ See Agreement at ¶ 3.2.3 (“The Administrator will calculate each Individual PAGA Payment by (a)
27 dividing the amount of the PAGA Group members’ 25% share of PAGA Payment by the total number
28 of PAGA Period Pay Periods worked by all PAGA Group members during the PAGA Period and (b)
multiplying the result by each PAGA Group member’s PAGA Pay Periods.”)

beginning of time up to and including the end of the PAGA Period (collectively the “Released PAGA Claims”). (Agreement at ¶5.2).

5. PAGA Counsel Fees equal to one-third of the Gross PAGA Settlement amount (\$185,700.00), and PAGA Counsel Litigation Expenses in an amount not to exceed \$30,000.00 will also be paid to PAGA Counsel as part of the settlement in accordance with California Labor Code § 2699(k)(1), as set forth in the Agreement.⁵ Lastly, payment to the Administrator in an amount not to exceed \$5,850 to perform the administrative duties to distribute the settlement money shall also be paid.

6. As experienced counsel, we believe that the PAGA Settlement is fair and reasonable and therefore should be approved in light of Defendants’ potential defenses to the violations at issue, the risks and costs of continued litigation. Here, the Gross PAGA Settlement Amount of \$557,100.00 is more than other PAGA settlements as it constitutes approximately \$100.00 per pay period. With the assistance of an expert, Plaintiff calculated that the maximum amount of statutory PAGA civil penalties was potentially \$557,100.00 based on 5,471 pay periods applicable to the PAGA Group members during the PAGA Period.⁶ As a result, the Gross PAGA Settlement Amount is equivalent to this potential maximum recovery. Importantly, however, these calculations were performed at the maximum statutory rate for the penalties, when in fact, it is likely that any penalties awarded would be at a lower rate. California Labor Code Section 2699(e)(2) permits a Court to award a lesser amount than the maximum civil penalty if based on the facts and circumstances to do otherwise would result in an award that is “unjust, arbitrary and oppressive or confiscatory.” In *Carrington v. Starbucks Corp.*, 30 Cal. App. 5th 504 (2018), the Court of Appeal affirmed a judgment after trial which only provided for a PAGA penalty of \$5 per pay period. Therefore, at trial, any PAGA penalties awarded could be significantly less than Plaintiff’s calculation even where Plaintiff prevailed on the PAGA

⁵ As set forth at ¶9, PAGA Counsel incurred costs in the current amount of \$23,105.79, which is less than the cost allocation in the Agreement.

⁶ Stacking is where more than one civil penalty is imposed in a pay period for the same conduct. The valuation of \$557,100 is the civil penalty amount without stacking. If stacking is permitted, then the valuation increases with each additional penalty added to each pay period. Plaintiff, however, is not aware of any PAGA award which permitted stacking and in the cases cited herein, only one penalty per pay period was assessed.

claim. If the amount of \$5 per pay period from *Carrington v. Starbucks* is used, the potential recovery of civil penalties would be only \$27,855, which is far less than this settlement provides.

7. Here, Plaintiff would need to prove that each PAGA Group member suffered a violation for each period the employee worked in relation to meal or rest period violations, failure to pay minimum wages, failure to pay overtime and sick pay wages, failure to provide accurate itemized wage statements, failure to reimburse employees for required expenses, and failure to pay wages when due. Defendants maintain that Plaintiff and the PAGA Group members were properly compensated, and that they did not violate the Labor Code. Accordingly, Defendants dispute and denies Plaintiff's allegations and claims asserted in both the PAGA Notice and the Operative Complaint, which are resolved by the Agreement. Defendants asserted additional defenses to the PAGA claim, not only as to liability but also as to the amount of the penalties. Defendants could argue that no penalties prior to the PAGA notification should be awarded because the violations were not intentional, and at least one Court has so ruled. These defenses present a risk to the PAGA claims and the potential that some or all of the PAGA penalties sought may not be awarded. Given Defendants' potential defenses to the violations at issue, the risks and costs of continued litigation, Plaintiff and his attorneys believe that the PAGA Settlement is fair and reasonable. Defendants have similarly concluded that it is desirable that the action is settled in the manner and upon the terms and conditions set forth in the Agreement in order to avoid further expense, inconvenience and distraction of further legal proceedings, as well as the uncertainty of litigation. Defendants have determined that it is desirable and beneficial to put to rest the claims in this action and Defendants agree that the PAGA Settlement is fair, reasonable, and adequate. PAGA Counsel have significant experience litigating wage and hour claims including claims for PAGA penalties, and the PAGA Settlement here is similar to or greater than similar settlements that courts have approved. The PAGA Settlement, along with the other terms of the proposed settlement, were negotiated by experienced counsel at arm's length with the assistance of a private mediator, Deborah Crandall Saxe, Esq. As set forth in the accompanying proof of service, the LWDA has been provided notice of this motion and the PAGA settlement. The decision of the LWDA to accept the PAGA Settlement and not oppose the motion should be given considerable weight. This

1 is not a situation where the Court needs to be concerned about the rights of absent employees as in a
2 class settlement, as this PAGA-only settlement does not release the individual claims of absent
3 employees other than PAGA claims, and the LWDA is a sophisticated government entity that is more
4 than able to look out for its own rights..

5 8. PAGA Counsel seeks approval of attorneys' fees from the PAGA settlement in the
6 amount of \$185,700.00 representing one-third of the \$557,100.00 Gross PAGA Settlement Amount.
7 PAGA does not have any requirements for reviewing attorneys' fees, and Plaintiff's position is that
8 the payment of attorneys' fees and costs in this settlement is a matter of contract for contingent
9 representation. Nevertheless, should this Court review the requested attorneys' fees, it is clear that the
10 requested fees and costs are reasonable. First, the requested fees are justified by the result achieved.
11 PAGA Counsel negotiated a recovery of \$557,100.00, and this result justifies the requested fees equal
12 to one third of this recovery. This percentage is within the standard contingent recovery percentage
13 of one-third, and this percentage is what was expressly approved by the Supreme Court in *Laffitte v.*
14 *Robert Half Int'l Inc.*, 1 Cal.5th 480, 504, (2016); *Amaro v. Anaheim Arena Mgmt., LLC*, 69 Cal. App.
15 5th 521, 545 (2021) (recognizing that “fee awards in class actions average around one-third of the
16 recovery” regardless of “whether the percentage method or the lodestar method is used.” (*quoting*
17 *Chavez v. Netflix, Inc.*, 162 Cal.App.4th 43, 66, fn. 11 (2008))). Second, the fee award is justified by
18 the work performed and contributions to the case. The fee award represents PAGA Counsel's current
19 lodestar of \$163,841.25 with a reasonable multiplier of less than 1.1, with significant additional work
20 to be performed such that the multiplier will ultimately be even less. As detailed in the accompanying
21 billing statement, true and correct copies of which are attached hereto as Exhibit #2⁷, the current
22 lodestar for my firm in this court matter as of February 18, 2025 is \$163,841.25 for more than 222.05
23 hours of work prosecuting the claims being resolved by this Settlement. This time does not include
24 time incurred after the billing was finalized and the time spent managing the completion of the
25 settlement, which I estimate will add another \$20,000.00 in additional lodestar. Third, the
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27 ⁷ Class Counsel switched billing systems in June 2022, so Exhibit #2 contains both the billing for
28 inception to June 2022 and the billing from December 18, 2021 to February 18, 2025.

1 consideration of the enhancement factors would justify the enhancement of the lodestar. Courts
2 multiply the lodestar by a factor to account for the risk of non-payment, delay in payment, the quality
3 of work, and the novelty and difficulty of the issues involved. Here, where an enhancement would be
4 warranted, but the fee award is less than the lodestar, there can be no question of the reasonableness
5 of the award.

6 9. The award of litigation expenses is based upon the actual expenses incurred by PAGA
7 Counsel, which currently are \$23,105.79 which is less than the \$30,000.00 allocation for costs in the
8 Agreement, so the difference of \$6,894.21 will be added to the PAGA Payment amount. The litigation
9 expenses incurred by my firm in the amount of \$23,105.79 were all reasonably necessary to the
10 litigation and are detailed in Exhibit #2 attached hereto.

11
12 Experience and Qualifications

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

19 (a) Blumenthal Nordrehaug Bhowmik De Blouw LLP was responsible for handling
20 the briefing and argument that resulted in the landmark ruling of *Sakkab v. Luxottica Retail N. Am.,*
21 *Inc.*, 803 F.3d 425 (9th Cir. 2015). There, Blumenthal Nordrehaug Bhowmik De Blouw LLP overcame
22 opposition by Littler Mendelson and amici Curiae briefs submitted by Mayer Brown LLP to persuade
23 the Ninth Circuit of the importance of the substantive rights of the State of California under the
24 California Private Attorney General Act of 2004 ("PAGA"). Blumenthal Nordrehaug Bhowmik De
25 Blouw LLP took the lead on this case where the ruling was the reaffirmation of the PAGA statute and
26 the *Iskanian* rule. Blumenthal Nordrehaug Bhowmik De Blouw LLP also has recently engaged in
27 noted appellate work on the subject of class actions in the California Court of Appeals resulting in the

1 opinions handed down in *Securitas Sec. Services USA, Inc. v. Superior Court*, 234 Cal. App. 4th 1109,
2 184 Cal. Rptr. 3d 568 (2015) (class or representative action waiver in an employment-related
3 arbitration agreement was unenforceable); *Altman v. Solarcity Corp.*, No. D067582, 2016 Cal. App.
4 Unpub. LEXIS 3536 (Ct. App. May 13, 2016) (same). In 2015, Blumenthal Nordrehaug Bhowmik
5 De Blouw LLP received an award from the Daily Journal for Top Appellate Reversal, and I received
6 an award from the Daily Journal as Top Labor & Employment Attorney 2016.

7 (b) Blumenthal Nordrehaug Bhowmik De Blouw LLP has litigated hundreds of
8 PAGA claims. In particular, in the last several years Blumenthal Nordrehaug Bhowmik De Blouw
9 LLP negotiated court-approved PAGA settlements with: (i) Mattress Firm in the amount of \$3,750,000
10 (*Miller v. Mattress Firm*, Santa Clara County Superior Court Case No. 17CV313148); (ii) CH
11 Robinson in the amount of \$630,000 (*Poublon v. C.H. Robinson*, U.S.D.C. Central District of
12 California Case No. 12-06654); (iii) Accentcare in the amount of \$500,000 (*Lanuza v. Accentcare*,
13 San Francisco Superior Court Case No. CGC-18-565521); (iv) Prime Healthcare in the amount of
14 \$700,000 (*Ortega v. Prime Healthcare Paradise Valley, LLC*, Superior Court of California for the
15 County of San Diego, Case No. 37-2014-00011240); (v) Planet Beauty in the amount of \$200,000
16 (*Sanchez v. Beena Beauty Holding, Inc.*, Superior Court of California for the County of Los Angeles,
17 Case No. BC566065); (vi) Holman Automotive Group in the amount of \$580,000 (*Gabriel v. KUNI*
18 *SDI, LLC, et al.*, Superior Court of California for the County of San Diego, Case No. 37-2017-
19 00025191); (vii) Aircraft Service International in the amount of \$1,100,000 (*Martin v. Aircraft Service*
20 *International, Inc., et al.*, Superior Court of California, County of San Francisco Case No. CGC-18-
21 566072); (viii) Easy Driving School in the amount of \$896,000 (*Thomas v. Easy Driving School*,
22 Superior Court for the County of San Diego, Case No. 37-2018-00047639); (ix) Café Rio in the
23 amount of \$835,000 (*Quincho v. Café Rio*, Superior Court for the County of San Bernardino, Case
24 No. CIVDS2011822); (x) Altamed in the amount of \$1,570,000 (*Meek v. Altamed Health Services*,
25 Superior Court for the County of Los Angeles, Case No. 20STCV47464); (xi) Lululemon in the
26 amount of \$1,200,000 (*O'Donnell v. Lululemon USA, Inc.*, Superior Court for the County of Ventura,
27 Case No. 56-2020-00542441); (xii) Yourmechanic in the amount of \$1,285,000 (*Provost v.*

1 *Yourmechanic, Inc.*, Superior Court for the County of San Diego, Case No. 37-2017-00024056); (xiii)
2 Altamed in the amount of \$1,570,000 (*Meek v. Altamed Health Services*, Superior Court for the County
3 of Los Angeles, Case No. 20STCV47464); (ix) Oakhurst in the amount of \$380,000 (*Neff v. Oakhurst*
4 *Industries*, Superior Court for the County of Los Angeles, Case No. 21STCV21110); (x) and, Gurnick
5 Academy of Medical Arts in the amount of \$545,000 (*Serna v. Gurnick Academy of Medical Arts*,
6 Superior Court for the County of San Mateo, Case No. 22-CIV-01185). Based upon our significant
7 experience litigating claims for PAGA penalties, the opinion of experience counsel is that this is an
8 excellent settlement and the PAGA Payment here is greater on a per pay period basis than similar
9 settlements that my firm has previously negotiated, and which courts have approved.

10 (c) Then Chief Judge Irma Gonzales in a consolidated class action representing
11 hundreds of armed forces officers held that Blumenthal Nordrehaug Bhowmik De Blouw LLP was
12 "qualified counsel with extensive experience in class action litigation." *McPhail v. First Command*
13 *Fin. Planning, Inc.*, 247 F.R.D. 598, 611 (S.D. Cal. 2007). Examples of other contested actions where
14 class certification was granted Blumenthal Nordrehaug Bhowmik De Blouw LLP was appointed lead
15 class counsel in wage and hour class actions in Federal Court include *Schulz v. Qualxserv, LLC*, 2012
16 U.S. Dist. LEXIS 58561 (S.D. Cal. 2012); *Dobrosky v. Arthur J. Gallagher Serv. Co., LLC*, No. EDCV
17 13-0646 JGB (SPx), 2014 U.S. Dist. LEXIS 106345 (C.D. Cal. July 30, 2014); *Culley v. Lincare Inc.*,
18 No. 2:15-cv-00081-MCE-CMK, 2016 U.S. Dist. LEXIS 105704 (E.D. Cal. Aug. 10, 2016); *Nelson v.*
19 *Avon Prods.*, No. 13-cv-02276-BLF, 2015 U.S. Dist. LEXIS 51104 (N.D. Cal. Apr. 17, 2015); *Orozco*
20 *v. Illinois Tool Works*, U.S.D.C. Case No. 14-cv-02113-MCE, 2016 U.S. Dist. LEXIS 158115 (E.D.
21 Cal. February 17, 2017); *Metrow v. Liberty Mutual*, U.S.D.C. Case No. EDCV 16-1133 JGB (C.D.
22 Cal. May 1, 2017). Some examples of heavily contested State Court wage and hour class actions
23 where class certification was obtained and BNBD was appointed lead class counsel include *Vakili v.*
24 *Dignity Health, et al.*, San Francisco Superior Court, Case No. CGC-18-569456 (December 16, 2021);
25 *Armstrong v. Ruan Transport*, San Bernardino Superior Court, Case No. CIVDS1605897 (August 11,
26 2020); *Spears v. Health Net of California*, Sacramento County Superior Court, Case No. 34-2017-
27 00210560 (Oct. 8, 2019); *El Pollo Loco Wage and Hour Cases*, Orange County Superior Court, JCCP

1 Case No. 4957 (July 30, 3018); *Torrento v. Lucile Packard Children's Hospital*, Santa Clara County
2 Superior Court Case No. 2016-1-CV-291035 (July 17, 2018); *Salem v. Alliance*, San Bernadino
3 Superior Court, Case No. CIVRS1401129 (March 8, 2016); *Rivers v. Veolia*, Sonoma County Superior
4 Court Case No. SCV 255350 (March 9, 2016); *Mathies v. Union Bank*, San Francisco Superior Court
5 Case No. CGC-10-498077 (Sept. 11, 2013); *Jefferson v. Bottling Co, LLC*, Orange County Superior
6 Court Case No. 30-2009-00180102-CU-OE-CXC (Sept. 7, 2010); *Rangel v. Balboa Ambulance Co.*,
7 37-2008-00095700-CU-BT-CTL (Fe. 11, 2010); *Tan v. CSAA*, Orange County Superior Court, Case
8 No. 30-2008-00231219 (Nov. 23, 2009).

9 (d) Over the course of the litigation, a number of attorneys in my firm have worked
10 on this matter. Their credentials are reflected in the Blumenthal Nordrehaug Bhowmik De Blouw
11 LLP firm resume, a true and correct copy of which is attached hereto as Exhibit #3. Some of the major
12 cases our firm has undertaken are also set forth in Exhibit #3. The bulk of the attorneys involved in
13 this matter at Blumenthal Nordrehaug Bhowmik De Blouw LLP have had extensive representative
14 and class litigation experience, much of it in the area of consumer class actions, employment class
15 actions, securities litigation, unfair business practices and other complex litigation. The attorneys at
16 my firm have extensive experience in cases involving labor code violations and overtime claims. Class
17 Counsel has litigated similar wage and hour cases against other employers on behalf of employees,
18 including cases against Walmart, Legoland, See's Candies, Securitas, Okta, El Pollo Loco,
19 Automobile Association, Marriott, Total Renal, Solarcity, Penske, Universal Protection Services,
20 Panda Express, Redfin, Instacart, Verizon, Apple, Wells Fargo, Kaiser, Culinart, Space Exploration,
21 Time Warner, and California State Automobile Association. It is this level of experience which
22 enabled the firm to undertake the instant matter and to successfully combat the resources of the
23 defendants and their capable and experienced counsel. On account of the concerted and dedicated
24 effort this case required in order to properly handle and prosecute, Class Counsel were precluded from
25 taking other cases, and in fact, had to turn away other potential fee generating cases.

26 (e) **Paralegals.** Blumenthal Nordrehaug Bhowmik De Blouw LLP seeks fees for
27
28

1 the services performed by its paralegals, Adolfo Sanchez Contreras⁸ and Yesenia Silva. The
2 paralegals have satisfied the requirements of California Business & Professional Code section 6450 et
3 seq., including qualifications and continuing legal education. In the last two years, Sanchez Contreras
4 and Silva completed the requisite four hours of mandatory continuing legal education in legal ethics
5 and four hours of mandatory continuing legal education in either general or in an area of specialized
6 law in compliance with *Business & Professional Code* section 6450 et seq. The hourly rate of \$250
7 per hour charged for these paralegals at my firm are the reasonable and usual hourly rates charged by
8 these paralegals at my firm for services in California and are based upon the Laffey Matrix.

9 (i) Adolfo Sanchez Contreras (“Sanchez Contreras”) has nine (9) years of
10 paralegal experience in the practice area of Civil Litigation and Wage and Hour Class Actions. In
11 2015, Sanchez Contreras earned a certificate of completion of the paralegal program at University of
12 San Diego, a paralegal program approved by the American Bar Association. Prior to his attorney
13 admission to the California State Bar on January 26, 2024, Sanchez Contreras worked as a paralegal
14 at Blumenthal Nordrehaug Bhowmik De Blouw LLP.

15 (ii) Yesenia Silva (“Silva”) has four (4) years of paralegal experience in the
16 practice area of Civil Litigation and Wage and Hour Class Actions. Silva holds a baccalaureate degree
17 from the University of California, Santa Barbara. Silva has more than one year of law-related
18 experience under my supervision. I have been an active member of the State Bar of California since
19 January of 2000. I attest that Silva is qualified to perform paralegal tasks and services.

20 12. The hourly rates for staff at Blumenthal Nordrehaug Bhowmik De Blouw LLP are as
21 follows: Partner Attorneys from \$850 to \$995, Associate Attorneys from \$450 to \$750, Paralegals
22 from \$250 to \$275.⁹ These are the reasonable and usual hourly rates charged by the attorneys at my
23 firm for wage and hour work in California. My firm's hourly rates are based upon the Laffey Matrix
24 with the appropriate 2% increase adjustment for Southern California. A true and correct copy of the
25

26 ⁸ Adolfo Sanchez Contreras was admitted to the California State Bar on January 26, 2024. Prior to his admission,
27 Adolfo Sanchez Contreras worked as a paralegal at Blumenthal Nordrehaug Bhowmik De Blouw LLP.

28 ⁹ Some of the earlier time entries were billed at prior year rates, which were lower than the current
rates.

1 current Laffey Matrix is attached hereto as Exhibit #4. These hourly rates have been approved by
2 Court's throughout California, including the Courts in the Superior Court of California. In fact, on
3 August 1, 2018, District Judge Andre Birotte Jr. explicitly found that Class Counsel's "rates generally
4 appear reasonable and 'in line with those prevailing in the [relevant] community'—the Central District
5 of California". Finally, the reasonableness of Class Counsel's hourly rates is further confirmed by
6 comparing such rates with the rates of comparable counsel practicing complex and class litigation as
7 detailed in the National Law Journal Billing Survey. See e.g. *Zest IP Holdings, LLC v. Implant Direct*
8 *MFG., LLC*, 2014 U.S. Dist. LEXIS 167563 (S.D. Cal. 2014) (finding that "Mayer Brown's \$775
9 average billing rate for partners" and "Mayer Brown's \$543 average associate billing rate" are
10 reasonable rates when compared within 21 other firms practicing in the Southern District of
11 California.) This survey is useful to show that Class Counsel's rates are in line with the comparable
12 rates of the defense counsel that opposes these types of class claims, such as Mayer Brown noted
13 above who is defense counsel in cases currently being prosecuted by Class Counsel. In another
14 example from several years ago, Sheppard Mullin Richter & Hampton, who is opposing counsel in
15 many cases prosecuted by Class Counsel (one of the most frequent opposing counsel), charged rates
16 as high as \$875 for partners and \$535 for associates. Similarly, Paul Hastings, another opposing
17 counsel in these types of cases, in years past historically charged between \$900 and \$750 for partners
18 and \$755 and \$335 for associates. Thus, the rates charged by my firm for comparable work are less
19 than these examples and are therefore undoubtedly reasonable.

20 13. Some of the class action awards obtained by Class Counsel in similar employment
21 actions throughout the state bear out the reasonableness of a fee and costs award equivalent to one-
22 third (1/3) of the total settlement value: On December 4, 2018, in *Panda Express Wage and Hour*
23 *Cases* (Los Angeles Superior Court, Case No. JCCP 4919) Judge Carolyn Kuhl awarded Class
24 Counsel a one-third fee award in a wage and hour class settlement. On February 1, 2019, in *Solarcity*
25 *Wage and Hour Cases* (San Mateo Superior Court, Case No. JCCP 4945) Judge Marie Weiner
26 awarded Class Counsel a one-third fee award in a wage and hour class settlement. On July 30, 2019,
27 in *Erickson v. John Muir Health*, (Contra Costa Superior Court Case No. MSC18-00307) Judge
28

1 Edward Weil awarded Class Counsel a one-third fee award in a wage and hour class settlement. On
2 December 18, 2019, in *Velasco v. Lemonade Restaurant Group*, (Los Angeles Superior Court Case
3 No. BC672235) Judge William Highberger awarded Class Counsel a one-third fee award in a wage
4 and hour class settlement. On January 31, 2020, in *El Pollo Loco Wage and Hour Cases* (Orange
5 County Superior Court Case No. JCCP 4957) Judge William Claster awarded Class Counsel a one-
6 third award in a wage and hour class settlement. On December 3, 2020, in *Blackshear v. California*
7 *Fine Wine & Spirits* (Sacramento Superior Court Case No. 34-2018-00245842) Judge Christopher
8 Krueger awarded BNBD a one-third fee award in a wage and hour class settlement. On June 2, 2021,
9 in *Pacia v. CIM Group, L.P.* (Los Angeles Superior Court Case No. BC709666), Judge Amy D. Hogue
10 awarded Class Counsel a one-third fee award in a wage and hour class settlement. On November 8,
11 2021, in *Securitas Wage and Hour Cases* (Los Angeles Superior Court Case No. JCCP4837) Judge
12 David Cunningham awarded a one-third fee award in a wage and hour class settlement. On March 17,
13 2022, in *See's Candies Wage and Hour Cases* (Los Angeles Superior Court Case No. JCCP5004)
14 Judge Maren Nelson awarded a one-third fee award in a wage and hour class action settlement. On
15 April 12, 2022, in *O'Donnell v. Okta, Inc.*, (San Francisco Superior Court Case No. CGC-20-587665)
16 Judge Richard Ulmer awarded a one-third fee award in a wage and hour class action settlement. On
17 June 30, 2022, in *Armstrong, et al. v. Prometric LLC* (Los Angeles Superior Court Case No.
18 20STCV29967), Judge Maren E. Nelson awarded a one-third fee award in a wage and hour class
19 action. On July 13, 2022, in *Crum v. S&D Carwash Management LLC*, (Sacramento Superior Court
20 Case No. 2019-00251338), Judge Christopher E. Krueger awarded a one-third fee award in a wage
21 and hour class action settlement. On August 10, 2022, in *Spears, et al. v. Health Net of California,*
22 *Inc.*, (Sacramento Superior Court Case No. 34-2017-00210560-CU-OE-GDS), Judge Christopher E.
23 Krueger awarded a one-third fee award in a wage and hour class action settlement. On September 7,
24 2022, in *Lucchese, et al. v. Kone, Inc.*, (San Francisco Superior Court Case No. CGC-20-588225),
25 Judge Richard B. Ulmer, Jr. awarded a one-third fee award in a wage and hour class action settlement.
26 On November 4, 2022, in *Infinity Energy Wage and Hour Cases* (San Diego Superior Court, Case No.
27 JCCP5139), Judge Keri Katz awarded a one-third fee award in a wage and hour class action settlement.

On February 1, 2023, in *Hogan v. AECOM Technical Services, Inc.* (Los Angeles Superior Court Case No. 19STCV40072), Judge Stuart Rice awarded a one-third fee award in a wage and hour class settlement. On February 28, 2023, in *Farthing v. Milestone Technologies* (San Francisco Superior Court Case No. CGC-21-591251), Judge Richard B. Ulmer, Jr. awarded a one-third fee award in a wage and hour class action settlement. On March 2, 2023, in *Leon v. Calaveras Materials* (Kings County Superior Court Case No. 21C-0105), Judge Melissa D'Morias awarded a one-third fee award in a wage and hour class settlement. On June 20, 2023, in *Gonzalez v. Pacific Western Bank* (San Bernardino County Superior Court Case No. CIVSB2127657) Judge David Cohn awarded a one-third fee award in a wage and hour class settlement, On June 30, 2023, in *Aguirre v. Headlands Ventures* (Sacramento County Superior Court Case No. 34-2021-00297290), Judge Jill Talley approved a one-third fee award in a wage and hour class settlement. On September 15, 2023, in *Moran v. Sharp Healthcare* (San Diego County Superior Court Case No. 37-2019-00050203), Judge Richard Whitney awarded a one-third fee award in a wage and hour class settlement. On October 10, 2023, in *Arango v. Schlumberger Technology*, (Orange County Case No. 30-2019-01056839-CU- OE-CXC), Judge William Claster approved a one-third fee award in a wage and hour class action. On October 16, 2023, in *Flores v. Walmart*, (San Bernardino County Superior Court Case No. CIVDS2023061) Judge Joseph T. Ortiz awarded a one-third fee award in a wage and hour class settlement. On November 17, 2023, in *Silva v. Woodward HRT* (Los Angeles County Superior Court Case No. 21STCV42692), Judge Maren Nelson awarded a one-third fee award in a wage and hour class settlement. On November 29, 2023, in *Ochoa-Andrade v. See's Candies* (San Mateo County Superior Court Case no. 22-CIV-02481), Judge Marie Weiner approved a one-third fee award in a wage and hour class settlement. A fee award equal to one-third of the common fund is therefore reasonable in light of the fees that have been awarded in other similar cases.

14. LWDA - The PAGA Notice sent to the LWDA and email confirmation of the submission of the PAGA Notice to the LWDA are attached hereto as Exhibit #5. Included with the PAGA Notice was a draft of the complaint providing further specificity as to the allegations. In

1 addition, the LWDA is being served with this motion which includes the Agreement, as verified in the
2 proof of service. The email receipt for the service of the Agreement on the LWDA is attached hereto
3 as Exhibit #6.
4

5 15. Settlement Administration – ILYM Group was selected as the Settlement
6 Administrator based upon their estimate. The ILYM estimate provides for Administration Expenses
7 in the amount of \$5,850. The Declaration of Anthony Rogers from ILYM Group is submitted
8 herewith in support of this motion which includes their qualifications and the estimate for
9 administration. I have used ILYM Group successfully as the administrator in more than twenty prior
10 settlements in the last couple years and know them to be competent and experienced.
11

12 16. Conflicts – Neither Plaintiff nor my firm have any relationship with the Administrator,
13 nor any actual or potential conflicts of interest with PAGA Group members or the LWDA.
14

15 I declare under penalty of perjury under the laws of the State of California that the foregoing
16 is true and correct. Executed this 18th day of February, 2025, at San Diego, California.
17

18 /s/ Kyle Nordrehaug
19 Kyle Nordrehaug
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EXHIBIT 1

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement (“Agreement”) is made by and between plaintiff Dexter Green (“Plaintiff”) and defendants OSL Retail Services Corp. and OSL Retail Services California LLC (“Defendants”). The Agreement refers to Plaintiff and Defendants collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

- 1.1. “Action” means Plaintiff’s PAGA lawsuit alleging wage and hour violations against Defendants captioned *Dexter Green v. OSL Retail Services Corp. and OSL Retail Services California LLC* (Case No. 34-2022-00316065) initiated on February 25, 2022 and pending in Superior Court of the State of California, County of Sacramento.
- 1.2. “Administrator” means ILYM Group, Inc., the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross PAGA Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with approval of this Settlement.
- 1.4. “PAGA Group” means all individuals who worked for Defendants, or either of them, as non-exempt employees in California at any time during the PAGA Period. To be included in the PAGA Group, individuals must have worked at least one day for Defendants (or either of them) in California during the PAGA Period, as determined from Defendants’ payroll and employment records. For the avoidance of doubt, individuals who were hired but never worked or received any wages are not part of the PAGA Group.
- 1.5. “PAGA Group Data” means identifying information of members of the PAGA Group in Defendants’ possession including the PAGA Group Member’s name, last-known mailing address, Social Security number, and number of PAGA Pay Periods.
- 1.6. “PAGA Group Member Address Search” means the Administrator’s investigation and search for current PAGA Group members’ mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with PAGA Group members.

- 1.7. "Approval Order" means the proposed Court Order Granting Approval of PAGA Settlement.
- 1.8. "Court" means the Superior Court of California, County of Sacramento.
- 1.9. "Defendants" means named defendants OSL Retail Services Corp. and OSL Retail Services California LLC.
- 1.10. "Defense Counsel" means Philippe A. Lebel, Anthony J. Oncidi, and Sehreen Ladak of Proskauer Rose LLP.
- 1.11. "Effective Date" means the date on which all of the following events have occurred: (i) this Settlement Agreement has been executed by Plaintiff, Defendants, Plaintiff's Counsel, and Defendants' Counsel; (ii) Notice of the Settlement has been sent to the LWDA; (iii) the Court has approved the Settlement; (iv) the Court has entered the Court's Final Order and Judgment; and (v) the later of the following events: (A) when the period for filing any appeal, writ, or other appellate proceeding opposing approval of the settlement and judgment has elapsed without any appeal, writ, or other appellate proceeding having been filed; (B) when any appeal, writ, or other appellate proceeding opposing the settlement has been dismissed finally and conclusively with no right to pursue further remedies or relief; or (C) when any appeal, writ, or other appellate proceeding has upheld the Court's Final Order and Judgment with no right to pursue further remedies or relief.
- 1.12. "Gross PAGA Settlement Amount" means the total sum of Five Hundred Fifty-Seven Thousand One Hundred Dollars and Zero Cents (\$557,100.00) which is the maximum amount Defendants agree to pay under the Settlement, except as provided in paragraph 8 below. The Gross PAGA Settlement Amount will be used to satisfy all of Defendants' liabilities arising from this Settlement, including to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administrator Expenses.
- 1.13. "Individual PAGA Payment" means each PAGA Group member's pro rata share of the Twenty-Five Percent (25%) of the PAGA Payment calculated according to the number of PAGA Pay Periods a member of the PAGA Group worked during the PAGA Period.
- 1.14. "Judgment" means the judgment entered by the Court based upon the Approval Order.

- 1.15. "LWDA" means the California Labor and Workforce Development Agency.
- 1.16. "LWDA PAGA Payment" means the Seventy-Five Percent (75%) of the PAGA Payment paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.17. "Notice" means the Notice of PAGA Settlement, which shall be subject to Court approval and which the Settlement Administrator shall mail to each member of the PAGA Group at their last known address explaining the terms of this Agreement and the Settlement. The form of the proposed Notice is attached to this Agreement as **Exhibit A**.
- 1.18. "PAGA" means the Labor Code Private Attorneys General Act (Cal. Lab. Code §§ 2698. *et seq.*).
- 1.19. "PAGA Counsel" means Norman B. Blumenthal, Kyle R. Nordrehaug, Aparajit Bhowmik, and Nicholas J. De Blouw of the law firm of Blumenthal Nordrehaug Bhowmik De Blouw LLP, the attorneys representing the Plaintiff in the Action.
- 1.20. "PAGA Counsel Fees Payment" and "PAGA Counsel Litigation Expenses Payment" mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys' fees and expenses, respectively, incurred to prosecute the Action.
- 1.21. "PAGA Notice" means Plaintiff's November 8, 2021 letter to Defendants and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).
- 1.22. "PAGA Payment" means the Gross PAGA Settlement Amount, less the following payments in the amounts approved by the Court: (a) PAGA Counsel Fees Payment, (b) PAGA Counsel Litigation Expenses Payment, and (c) Administration Expenses Payment.
- 1.23. "PAGA Pay Period" means any Pay Period during which a member of the PAGA Group worked for Defendants, or either of them, for at least one day during the PAGA Period.
- 1.24. "PAGA Period" means the period from February 25, 2021 to May 23, 2024.
- 1.25. "Plaintiff" means Dexter Green, the named plaintiff in the Action.
- 1.26. "Released PAGA Claims" means the claims being released by the Plaintiff and

PAGA Group and as described in Paragraph 5.2 below.

- 1.27. “Released Parties” means Defendants and their respective present, former, or future parents, subsidiaries, owners, officers, members, directors, shareholders, partners, employees, insurers, successors, predecessors, contractors, assigns, and managing agents; and any and all agents, legal representatives, and/or attorneys.
- 1.28. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.

2. RECITALS

- 2.1. On February 25, 2022, Plaintiff Green commenced the Action by filing a Representative Action Complaint against Defendants alleging a single cause of action for recovery of civil penalties for violation of the PAGA. The Representative Action Complaint is the operative complaint in the Action (the “Operative Complaint”). Defendants deny the allegations in the Operative Complaint, deny any failure to comply with the laws identified in the Operative Complaint, and deny any and all liability for the causes of action alleged.
- 2.2. In addition to the Gross PAGA Settlement Amount, Defendants have agreed to separately settle Plaintiff’s individual claims pursuant to a separate confidential Individual Settlement Agreement (“Individual Settlement”). Plaintiff’s individual claims were not at issue in the Action and exist independent and apart from the PAGA claims at issue in the Action. 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 in the Action, the Parties agree that the terms of Plaintiff’s Individual Settlement Agreement will only be submitted under seal or disclosed to the Court and/or LWDA in some other way to ensure that the Individual Settlement amount is not disclosed publicly.
- 2.3. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave timely written notice to Defendants and the LWDA by sending the PAGA Notice.
- 2.4. On May 23, 2024, the Parties participated in an all-day mediation presided over by Deborah Crandall Saxe, Esq. which led to this Agreement to settle the Action.
- 2.5. Prior to mediation, Plaintiff obtained, through informal discovery, documents relating to Defendants’ policies, practices, and procedures regarding paying non-exempt employees for all hours worked, overtime, meal and rest period policies, payroll and operations policies, and more.

- 2.6. The Parties, PAGA Counsel, and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS.

3.1. Gross PAGA Settlement Amount. Except as otherwise expressly provided in paragraph 8 below, Defendants promise to pay a total amount of Five Hundred Fifty-Seven Thousand One Hundred Dollars and No Cents (\$557,100.00) and no more as the Gross PAGA Settlement Amount. The Gross PAGA Settlement Amount shall be used to satisfy all of Defendants' liabilities arising from this Settlement, including the Individual PAGA Payments to the PAGA Group members, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment. Defendants have no obligation to pay the Gross PAGA Settlement Amount prior to the deadline stated in Paragraph 6.1 of this Agreement. The Administrator will disburse the entire Gross PAGA Settlement Amount without asking or requiring members of the PAGA Group to submit any claim as a condition of payment. The Gross PAGA Settlement Amount shall be all-in and none of the Gross PAGA Settlement Amount will revert to Defendants.

3.2. Payments from the Gross PAGA Settlement Amount. The Administrator will make and deduct the following payments from the Gross PAGA Settlement Amount, in the amounts specified by the Court in the Approval Order:

3.2.1 To PAGA Counsel: A PAGA Counsel Fees Payment of not more than one-third (1/3) of the Gross PAGA Settlement Amount which is currently estimated to be One Hundred Eighty-Five Thousand Seven Hundred Dollars and No Cents (\$185,700.00) and PAGA Counsel Litigation Expenses Payment of not more than \$30,000. Defendants will not oppose requests for Court approval of these payments in these amounts provided that they do not exceed these amounts. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, it shall not affect the Settlement and the Administrator will allocate any portions of either payment not approved by the Court to the PAGA Payment. Released Parties shall have no liability to PAGA Counsel or any other Plaintiff's Counsel arising from any claim to any portion of any PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Expenses Payment and will report such payments using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for

taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and holds Defendants harmless, and indemnifies Defendants, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.2 To the Administrator: An Administrator Expenses Payment not to exceed \$5,850 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than \$5,850, the Administrator shall allocate the remainder to the PAGA Payment.

3.2.3 To the LWDA and PAGA Group members: PAGA Payment in the amount of not less than \$335,550 to be paid from the Gross PAGA Settlement Amount, with 75% (no less than \$251,662.50) allocated to the LWDA PAGA Payment and 25% (no less than \$83,887.50) allocated to the Individual PAGA Payments. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the PAGA Group members' 25% share of PAGA Payment by the total number of PAGA Period Pay Periods worked by all PAGA Group members during the PAGA Period and (b) multiplying the result by each PAGA Group member's PAGA Pay Periods. Members of the PAGA Group assume full responsibility and liability for any taxes owed on their Individual PAGA Payments. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms. PAGA Group members may not opt out of this PAGA Settlement.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. PAGA Group Pay Periods. Based on a review of its records to date, Defendants estimate there are 750 members of the PAGA Group who worked a total of 5,571 pay periods during the PAGA Period.

4.2. PAGA Group Data. Within fifteen (15) calendar days of the Effective Date, Defendants will simultaneously deliver the PAGA Group Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect PAGA Group members' privacy rights, the Administrator must maintain the PAGA Group Data in confidence, use the PAGA Group Data only for purposes of this Settlement and for no other purpose, and restrict access to the PAGA Group Data to Administrator employees who need access to the PAGA Group Data to effect and perform under this Agreement. Defendants have a continuing duty to immediately notify PAGA Counsel if they discover that the PAGA Group Data omitted employee identifying information and to provide corrected or updated PAGA Group Data as soon as reasonably feasible. Without any extension of the deadline by which Defendants

must send the PAGA Group Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted PAGA Group Data.

- 4.3. Funding of Gross PAGA Settlement Amount. Defendants shall fully fund the Gross PAGA Settlement Amount by transmitting the funds to the Administrator within ten (10) calendar days of the Effective Date.
- 4.4. Payments from the Gross PAGA Settlement Amount. Within fourteen (14) calendar days after Defendants fund the Gross PAGA Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, and the PAGA Counsel Expenses Payment. Disbursement of the PAGA Counsel Litigation Expenses Payment shall not precede disbursement of Individual PAGA Payments.
 - 4.4.1. The Administrator will issue checks for the Individual PAGA Payments and send them to the members of the PAGA Group via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the void date, which is 180 calendar days after the date of mailing. The Administrator will cancel all checks not cashed or deposited by the void date. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.
 - 4.4.2. The Administrator must conduct a PAGA Group Address Search for all members of the PAGA Group whose checks are returned undelivered without USPS forwarding address. Within seven (7) calendar days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the PAGA Group Address Search. The Administrator need not take further steps to deliver checks to members of the PAGA Group whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any members of the PAGA Group whose original check was lost or misplaced, requested by the PAGA Group member prior to the void date.
 - 4.4.3. For any member of the PAGA Group whose Individual PAGA Payment check is uncashed/undeposited and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California State Controller's Office Unclaimed Property Fund in the name of the individual who failed to cash/deposit their check.

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

5. **RELEASES OF CLAIMS.** Effective on the date when Defendants fully fund the entire Gross PAGA Settlement Amount, Plaintiff and PAGA Counsel will release claims against all Released Parties as follows:

5.1. Plaintiff's Release. Plaintiff and his respective former and present spouses, representatives, agents, attorneys (including PAGA Counsel), heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences that occurred during the PAGA Period, including, but not limited to all claims that were, or reasonably could have been, alleged, based on the facts contained in the Operative Complaint and the PAGA Notice ("Plaintiff's Release"). Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, claims that cannot be released as a matter of law, or based on occurrences outside the PAGA Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

5.1.1 Plaintiff's Waiver of Rights Under California Civil Code Section 1542. Plaintiff's release of claims include all claims, whether known or unknown up to and including the end of the PAGA Period. Even if Plaintiff discovers facts in addition to or different from those that he now knows or believes to be true with respect to the subject matter of Plaintiff's released claims, those claims will remain released and forever barred. Thus, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits of Section 1542 of the California Civil Code, which reads:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or Released Party.

5.2 Release by PAGA Group members:

All members of the PAGA Group are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all "Released PAGA Claims." "Released PAGA Claims" means any representative PAGA claim on behalf of the LWDA and/or any individual PAGA claim that was alleged in the Operative Complaint and/or the PAGA Notice, or that could have been alleged in the Operative Complaint and/or the LWDA Notice, based upon or arising out of the facts and/or claims alleged in the Operative Complaint or in the PAGA Notice from the beginning of time up to and including the end of the PAGA Period.

5.3 Release by PAGA Counsel:

PAGA Counsel release on behalf of their present and former attorneys, employees, agents, successors, and assigns the Released Parties from all claims for PAGA Fees incurred in connection with the Operative Complaint and the PAGA Period facts stated in the Operative Complaint and the PAGA Notice.

6. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT. The Parties agree to cooperate in the filing of a motion for approval of this Settlement.

- 6.1 Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor Code Section 2699, subd. (f)(2) including (i) a draft proposed Order Granting Approval of PAGA Settlement; (ii) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of PAGA Group Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with PAGA Group members or the LWDA; and the nature and extent of any financial relationship with Plaintiff, PAGA Counsel, or Defense Counsel; (iii) a signed declaration from PAGA Counsel attesting to its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); (iv) a redlined version of the parties' Agreement showing all modifications made to the Model Agreement ready for filing with the Court; and (v) all facts relevant to any actual or potential conflict of interest with PAGA

Group members and/or the Administrator. In their declarations, Plaintiff and PAGA Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

- 6.2 Responsibilities of Counsel. PAGA Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the application or motion for approval of this Settlement no later than sixty (60) calendar days after the full execution of this Agreement and, if necessary, obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion. PAGA Counsel is responsible for delivering the Court's order approving the Settlement to the Administrator.
- 6.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed application or motion for approval of this Settlement and/or the supporting declarations and documents, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant the motion for approval of this Settlement or conditions its approval on any material change to this Agreement, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns. If, after the Parties have exhausted all good faith efforts to obtain approval of the Settlement, the Court declines to approve the Settlement, the entire Agreement is deemed void and unenforceable as if no settlement of any claim were ever reached.

7. SETTLEMENT ADMINISTRATION.

- 7.1. Selection of Administrator. The Parties have jointly selected ILYM Group, Inc. to serve as the Administrator and verified that, as a condition of appointment, ILYM Group, Inc. agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.
- 7.2. Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports to state and federal tax authorities.

7.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.

7.4. Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

8. **PAGA GROUP SIZE ESTIMATES and ESCALATOR CLAUSE.** Based on its records, Defendants estimate that, as of the date of this Settlement Agreement, (1) there are 750 members of the PAGA Group who worked 5,571 Pay Periods during the PAGA Period. Defense Counsel (or other authorized representation for Defendants) will verify the number of PAGA Pay Periods in a declaration under penalty of perjury prior to the filing of the motion for approval of the Settlement. If it is determined that the number of PAGA Pay Periods exceeds 6,128 (5,571, plus 10% of 5,571), then Defendants may elect to either (A) end the PAGA Period on the date on which the number of pay periods reached 6,128, or (B) increase the Gross PAGA Settlement Amount in proportion to the increased percentage – for example, if such increase in workweeks is 12% over 5,571 pay periods, the Gross PAGA Settlement Amount will increase by 2%.

9. **CONTINUING JURISDICTION OF THE COURT.** The Parties agree that after entry of Judgment, the Court will retain jurisdiction over the Parties, the Action, and the Settlement pursuant to CCP section 664.6 solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

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

10. ADDITIONAL PROVISIONS.

10.1 No Admission of Liability or Representative Manageability for Other Purposes.

This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendants that any of the allegations in the Operative Complaint have merit or that Defendants have any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendants' defenses in the Action have merit. The Parties agree that representative treatment is for purposes of this Settlement only. Defendants expressly deny all liability for any wrongdoing alleged by Plaintiff. If, for any reason the Court does not approve this Settlement, Defendants reserve all available defenses to the claims in the Action, and Plaintiff reserves the right to contest Defendants' defenses. The Settlement, this Agreement, and the Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

10.2 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement of the Action, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.

10.3 Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendants, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

10.4 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of the mediator, Deborah Crandall Saxe, Esq., for resolution.

10.5 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported

to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.

- 10.6 No Tax Advice. Neither Plaintiff, PAGA Counsel, Defendants nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 10.7 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 10.8 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 10.9 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 10.10 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 10.11 No Publicity. Neither Plaintiff nor PAGA Counsel shall issue a press release, hold a press conference, publish information about the Settlement on any website or social media, respond to any press inquiries, or otherwise publicize the Settlement.
- 10.12 Use and Return of PAGA Group Data. Information provided to PAGA Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the PAGA Data provided to PAGA Counsel by Defendants in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the Administrator discharges its obligation to pay out of all Settlement funds, Plaintiff and PAGA Counsel shall destroy all paper and electronic versions of PAGA Group Data received from Defendants unless, prior to the Administrator's payment of all Settlement Funds, Defendants makes a written request to PAGA Counsel for the return, rather than the destruction, of PAGA Group Data.

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

To Plaintiff: Norman Blumenthal
 norm@bamlawca.com
 Kyle R. Nordrehaug
 kyle@bamlawca.com
 Aparajit Bhowmik
 aj@bamlawca.com
 Nicholas J. De Blouw
 deblouw@bamlawca.com
 Blumenthal Nordrehaug Bhowmik De Blouw LLP
 2255 Calle Clara
 La Jolla, California 92037
 Phone: (858) 551-1223
 Facsimile: (858) 551-1232

To Defendants: PROSKAUER ROSE, LLP
 Anthony J. Oncidi
 aoncidi@proskauer.com
 Philippe A. Lebel
 plebel@proskauer.com
 Sehreen Ladak
 sladak@proskauer.com
 2029 Century Park East, 24th Floor
 Los Angeles, CA 90067
 Telephone: (310) 557-2900
 Facsimile: (310) 557-2193

- 10.16 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.

10.17 Court Filings. The Parties agree not to object to any Court filings consistent with this Agreement.

10.18 No Other Pending Claims. Plaintiff represents that he does not have any other pending claims, complaints, charges, or lawsuits of any kind whatsoever with any court, governmental agency, or other regulatory body with respect to any matter arising out of his employment with Defendants, or otherwise related to Defendants

10.19 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement and obtain Court approval of the Settlement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process. In the event the settlement is not finally approved, or is terminated, cancelled, or fails to become effective for any reason, the Parties shall revert back to their respective positions as of before entering into the settlement. The Parties shall cooperate in good faith to secure a court order staying the Action and all deadlines, pending implementation of the settlement. If the Court denies approval of the settlement, the Parties will resume litigation.

10.20 Disputed Claims. If there is a dispute regarding the number of PAGA Pay Periods worked by any PAGA Group member, Defendants' records will be presumed accurate. If an individual disputes Defendants' records, he or she will have the burden of proof to establish otherwise with documentary evidence.

11. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: Oct 1, 2024

 Oct 1, 2024 02:45 PDT

Plaintiff Dexter Green

20 September 2024

Signed by:

A7254A0D98E142E...

Dated: _____

20 September 2024

Matthew Atlas
For Defendant OSL Retail Services Corp.

Signed by:

A7254A0D98E142E...

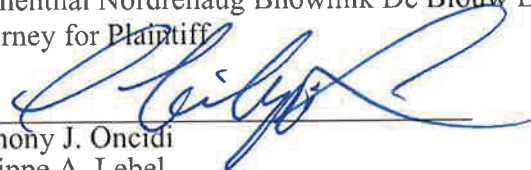
Dated: _____

Matthew Atlas
For Defendant OSL Retail Services California LLC

Dated: _____

Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorney for Plaintiff

Dated: 10/2/24



Anthony J. Oncidi
Philippe A. Lebel
Sehreen Ladak
Attorneys for Defendants

Dated: _____

[name]
For Defendant OSL Retail Services Corp.

Dated: _____

[name]
For Defendant OSL Retail Services California LLC

Dated: 10/2/24


Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorney for Plaintiff

Dated: _____

Anthony J. Oncidi
Philippe A. Lebel
Sehreen Ladak
Attorneys for Defendants

EXHIBIT 2

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

FEBRUARY 14, 2025

DEXTER GREEN

RE: OSL RETAIL SERVICES CORP
FILE NUMBER: CA2555.001

ATTORNEY FEES

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
10/26/21	ND	REVIEW AND ANALYZE ORIGINAL INTAKE NOTES. LEGAL RESEARCH REGARDING RELATED LITIGATION IN STATE AND FEDERAL COURT. RESEARCH DEFENDANT'S BUSINESS OPERATIONS IN CA AND FINANCIALS. CONFERENCE WITH PLAINTIFF TO DISCUSS FACTS FOR CLAIMS AND CURRENT WORKPLACE ISSUES.	4.00	850	3,400.00
10/27/21	ND	REVIEW EMAILS AND DOCUMENTS FROM PLAINTIFF REGARDING DFEH AND RETALIATION CLAIMS. LEGAL RESEARCH REGARDING RECENT COURT OPINIONS AND SETTLEMENTS. DISCUSS WITH PLAINTIFF.	3.90	850	3,315.00
11/01/21	ND	REVIEW ENTIRE EMPLOYMENT FILE FOR LEGAL CLAIMS. ANALYZE ALL PAY STUBS FOR 226(A) AND REGULAR RATE VIOLATIONS. LEGAL RESEARCH REGARDING THE SAME. CALL WITH PLAINTIFF TO CLARIFY FACTS AND CLAIMS FOR COMPLAINT.	4.50	850	3,825.00
11/02/21	ND	DRAFT ORIGINAL COMPLAINT.	4.60	850	3,910.00
11/05/21	ND	DRAFT COMPLAINT. SEND TO PLAINTIFF FOR APPROVAL. CONFERENCE WITH PLAINTIFF TO DISCUSS. REVIEW AND REVISE	4.30	850	3,655.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		COMPLAINT PER COMPLAINT'S REQUESTS.			
11/06/21	ND	REVIEW FILE AND COMPLAINT. DRAFT INTERNAL CASE NOTES MEMO DETAILING FACTS AND LAW.	2.20	850	1,870.00
11/08/21	ND	LEGAL RESEARCH PAGA CLAIMS. DRAFT PAGA NOTICE AND UPLOAD TO LWDA WEBSITE. STATUS UPDATE TO PLAINTIFF.	2.30	850	1,955.00
12/13/21	CL	REVIEW AND ANALYZE DEFENDANT'S PAGA CURE LETTER RE: LEGAL ENTITY AND RE-ISSUING OF ALL WAGE STATEMENTS; UPDATE TO CASE FILE RE: TIMELINESS OF CURE STATUS AND EMAIL TO COURT-DOCS RE: SAME.	0.60	750	450.00
01/06/22	SB	REVIEW COMPLAINT FOR FILING, ANALYZE, ADVISE ND	2.40	450	1,080.00
01/11/22	SB	REVISE COMPLAINT FOR FILING, ADVISE ND	2.80	450	1,260.00
01/15/22	ND	REVIEW AND ANALYZE ARBITRATION AGREEMENT TERMS. DISCUSS WITH PLAINTIFF. LEGAL RESEARCH REGARDING ENFORCEABILITY AND RECENT COURT OPINIONS.	3.10	850	2,635.00
02/14/22	RE	REVIEW CASE NOTES/DAMAGE ANALYSIS	0.50	675	337.50
02/14/22	RE	REVIEW & ANALYZE EMPLOYMENT FILE DOCUMENTS; REVIEW ARB AGMT; EMAIL TO KN RE VALIDITY OF ARB AGMT	3.50	675	2,362.50
02/24/22	RE	DRAFT PAGA ONLY REPRESENTATIVE ACTION COMPLAINT	4.50	675	3,037.50
02/24/22	ND	REVIEW PAGA NOTICE. REVIEW AND REVISE PAGA ONLY COMPLAINT. DISCUSS WITH R. EHMANN. STATUS UPDATE TO PLAINTIFF.	1.90	850	1,615.00

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
02/25/22	RE	EDIT COMPLAINT; DRAFT SUMMONS AND CIVIL CASE COVER SHEET	0.60	675	405.00
02/25/22	RE	REVIEW & FINALIZE PAGA ONLY REPRESENTATIVE COMPLAINT PACKAGE; FILE IN SAC. SUP. CT.	0.75	675	506.25
03/04/22	RE	REVIEW COURT RETURNED DOCUMENTS; REVIEW NOTICE RE DELAY IN SCHEDULING CMC; REVIEW DOCKET; MEMO TO FIRM RE JUDICIAL/DEPARTMENT ASSIGNMENT AND STATUS OF INITIAL CMC	0.50	675	337.50
03/04/22	RE	UPLOAD PAGA ONLY COMPLAINT TO LWDA WEBSITE; SAVE CONFIRMATION FOR FUTURE VERIFICATION OF NOTICE TO LWDA	0.40	675	270.00
04/13/22	RE	PREPARE INITIAL DOCUMENTS FOR SERVICE OF PROCESS; REVIEW PRIOR EMAILS FROM DEFENSE COUNSEL; EMAIL TO DEFENSE COUNSEL RE SERVICE OF PROCESS VIA NOR	0.75	675	506.25
04/18/22	RE	FOLLOW UP WITH D/C RE SERVICE VIA NOR	0.20	675	135.00
04/18/22	RE	PREPARE NOTICE AND ACKNOWLEDGMENT OF RECEIPT FOR TWO DEFENDANTS; EMAIL TO DEFENSE COUNSEL WITH NAR; INSTRUCT STAFF TO SEND HARD COPIES VIA U.S. MAIL	0.60	675	405.00
04/26/22 15	VR	REVIEW CASE FILE AND DOCUMENTS; REVIEW COURT'S ORDERS; REVIEW CORRESPONDENCE BETWEEN PARTIES; ADVISE AGR	2.10	750	1,575.00
05/10/22	RE	PREPARE POS-010 PROOF OF SERVICE FORMS FOR BOTH DEFENDANTS; ATTACH EXECUTED NOTICE AND ACKNOWLEDGMENT OF RECEIPT FORWARDED BY DEFENSE COUNSEL; FILE IN STATE	0.90	675	607.50

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
		COURT; MEMO TO FIRM RE POST-SERVICE WRITTEN DISCOVERY COMMENCEMENT			
05/14/22 15	VR	REVIEW STATUS OF CASE; REVIEW ARBITRATION AGREEMENT; CORRESPONDENCE TO DEF	1.20	750	900.00
05/16/22	AR	RECEIVE AND REVIEW ORDER; DRAFT FOLLOW UP CORRESPONDENCE WITH AC REGARDING THE SAME.	0.40	550	220.00
05/25/22 17	VR	REVIEW & REVISE JOINT STIPULATION TO STAY CASE PENDING VRC; ADVISE KN	0.60	750	450.00
05/25/22 17	KN	REVIEW & REVISE STIP RE VIKING RIVER	0.50	950	475.00

TOTAL BILLED HOURS

ANDREW RONAN	0.40 hr @ 550.00	\$ 220.00
CHRISTINE LEVU	0.60 hr @ 750.00	\$ 450.00
KYLE NORDREHAUG	0.50 hr @ 950.00	\$ 475.00
NICK DEBLOUW	30.80 hr @ 850.00	\$ 26,180.00
RICO EHMANN	13.20 hr @ 675.00	\$ 8,910.00
SCOTT BLUMENTHAL	5.20 hr @ 450.00	\$ 2,340.00
VICTORIA RIVAPALACIO	3.90 hr @ 750.00	\$ 2,925.00

TOTAL PROFESSIONAL SERVICES

54.60

\$ 41,500.00

COSTS ADVANCED

11/08/21	PAGA FILING FEE	75.00
03/03/22	ONELEGAL/COURT FILING FEE	<u>537.91</u>
	TOTAL COSTS ADVANCED	<u>\$ 612.91</u>

TOTAL CURRENT CHARGES

\$ 42,112.91

Blumenthal Nordrehaug Bhowmik DeBlouw LLP

2255 CALLE CLARA
LA JOLLA, CA - California 92037-3107

INVOICE

Invoice # 1
Date: 02/14/2025
Due On: 03/16/2025

Dexter Green
3335 Norwood Ave Apt 4
Sacramento, CA 95839

CA2555

OSL Retail Services

Services

Attorney	Date	Notes	Quantity	Rate	Total
VR	06/27/2022	review arbitration agreement; review viking river; review analysis of VRC; telephone conference with defendant re PAGA claim, stay, and VRC	2.00	\$750.00	\$1,500.00
VR	06/28/2022	Review and Analyze: review complaint and case notes; review documents; review court's orders and docket; draft CMC statement	1.50	\$750.00	\$1,125.00
AR	07/25/2022	Review and outline order and department rules in advance of drafting joint statement; draft follow up correspondence.	0.80	\$550.00	\$440.00
AR	07/27/2022	Review and outline file and docket for status; draft and finalize case management statement for filing and service.	1.00	\$550.00	\$550.00
VR	08/23/2022	Review and Analyze: review history of case; review correspondence between parties; advise CL	1.40	\$750.00	\$1,050.00
CL	08/29/2022	Draft Opposition to Motion to Compel Arbitration.	5.70	\$750.00	\$4,275.00
CL	08/30/2022	Draft Declaration of C. LeVu in support of Opposition to Motion to Compel Arbitration; Finalize Opposition to Motion to Compel Arbitration.	3.60	\$750.00	\$2,700.00
CL	08/31/2022	Further Revise Opposition to Motion to Compel Arbitration.	1.10	\$750.00	\$825.00

CL	08/31/2022	Email to S. Ladak re: meet and confer re: electronic service; Email to S. Ladak re: service of opposition to motion to compel arbitration.	0.20	\$750.00	\$150.00
AR	08/31/2022	Multiple correspondence regarding opposition; teleconference regarding the same.	0.80	\$550.00	\$440.00
VR	08/31/2022	Draft: draft ex parte for relief from mistake, inadvertence, and excusable neglect; review correspondence between parties; advise CL	6.20	\$750.00	\$4,650.00
CL	09/01/2022	Telephone call with AJ re: stipulation and ex parte application; Email to P. Lebel re: meet and confer re: stipulation to move hearing date to avoid ex parte; Discuss with Tori re: arguments on ex parte application.	0.50	\$750.00	\$375.00
CL	09/01/2022	Email to/from S. Ladak re: stipulation to continue motion to compel arbitration hearing.	0.30	\$750.00	\$225.00
VR	09/01/2022	Draft: draft ex parte to continue hearing date; review ccp re filing and motion deadlines; review docket and local rules; correspondence to Def	5.10	\$750.00	\$3,825.00
VR	09/01/2022	Draft: draft and revise stipulation to continue hearing; correspondence to def	1.50	\$750.00	\$1,125.00
CL	09/06/2022	Email from/to S. Ladak re: stipulation to continue arbitration hearing to 11/1/22.	0.30	\$750.00	\$225.00
CL	09/08/2022	Telephone call from S. Ladak re: letter to continue hearing re motion to compel arbitration; Review and analyze Defense proposed letter.	0.50	\$750.00	\$375.00
VR	09/08/2022	Review and Analyze: review and analyze tentative ruling; advise CL	1.20	\$750.00	\$900.00
CL	09/12/2022	Draft Notice of Remote Appearance.	0.20	\$750.00	\$150.00
CL	09/13/2022	Review and analyze tentative ruling on motion to compel arbitration and dismiss.	0.30	\$750.00	\$225.00
CL	09/13/2022	Email to/from S. Ladak re: OSL motion to compel arbitration continuance per the tentative ruling.	0.20	\$750.00	\$150.00
CL	09/27/2022	Review and analyze Minute order continuing Motion to Compel Arbitration to 11/2/22.	0.30	\$750.00	\$225.00
CL	10/26/2022	Receipt and review Reply to Motion to Compel Arbitration.	0.40	\$750.00	\$300.00
CL	11/01/2022	Review and analyze Tentative Ruling re Motion to Compel Arbitration; Discuss with Adolph re: demand to arbitrate with JAMS.	0.50	\$750.00	\$375.00
CL	11/01/2022	Emails from S. Ladak re: tentative ruling and intent to orally argue.	0.40	\$750.00	\$300.00

CL	11/02/2022	Review and analyze Tentative Ruling; Prepare for Oral Argument on Motion to Compel Arbitration.	0.80	\$750.00	\$600.00
CL	11/02/2022	Attend hearing on Motion to Compel Arbitration.	1.10	\$750.00	\$825.00
CL	01/09/2023	Review and analyze Notice of Intent to Initiate Arbitration and invoice date.	0.30	\$750.00	\$225.00
CL	01/24/2023	Email from S. Ladak re: payment to JAMS on behalf of Respondent.	0.30	\$750.00	\$225.00
ASC	02/06/2023	Confirm deadline to strike on calendar	0.10	\$250.00	\$25.00
ASC	02/07/2023	Check if Arb fees paid, Yes	0.20	\$250.00	\$50.00
ASC	02/08/2023	Confirm D paid arb fees	0.20	\$250.00	\$50.00
ASC	02/24/2023	Confirm Team C on service list for arb // troubleshoot CTL not receiving notifications	1.00	\$250.00	\$250.00
RH	04/24/2023	Telephone call to Sehreen Ladak regarding request to meet and confer regarding Arbitration Management Conference.	0.10	\$675.00	\$67.50
RH	06/19/2023	Email from client regarding authority to communicate with third party regarding case.	0.10	\$675.00	\$67.50
ASC	09/08/2023	Review status of case and calendar, email case manager to confirm cmc and get zoom link for appearance	0.50	\$250.00	\$125.00
ASC	09/11/2023	Confirm zoom link received; email case manager re update service list to add ASC	0.20	\$250.00	\$50.00
CL	12/26/2023	Email from/to S. Ladak re: meet and confer re: mediation and total number of AE.	0.30	\$750.00	\$225.00
AR	12/26/2023	Multiple correspondence with opposing counsel regarding mediation; follow up with AB.	0.30	\$550.00	\$165.00
AR	12/26/2023	Draft follow up correspondence with opposing counsel.	0.30	\$550.00	\$165.00
AR	01/02/2024	Multiple correspondence regarding mediation.	0.50	\$550.00	\$275.00
CL	01/10/2024	Email from E. Wells re: Saxe mediation confirmation.	0.20	\$750.00	\$150.00
AR	01/10/2024	Draft follow up correspondence regarding mediation.	0.50	\$550.00	\$275.00
CL	01/11/2024	Receipt and review Notice of department relocation	0.20	\$750.00	\$150.00
ASC	01/24/2024	Organize documents, bates stamp, update exhibit book for mediation	1.50	\$250.00	\$375.00
ASC	01/24/2024	Draft mediation data request	0.50	\$250.00	\$125.00

YS	02/02/2024	[PAGA] Prepare POS re Notice of Relocation. Email to OPC re Notice of Relocation.	0.40	\$250.00	\$100.00
ASC	02/20/2024	Send draft mediation data request for review	0.20	\$250.00	\$50.00
ASC	02/21/2024	Finalize and serve mediation data request on OPC via email, calendar follow up reminders	0.50	\$250.00	\$125.00
ASC	02/21/2024	Update exhibit book and harass daily doc	0.80	\$250.00	\$200.00
AR	02/23/2024	Receive and review notice of related case; draft follow up correspondence.	0.30	\$550.00	\$165.00
ASC	03/25/2024	Send email to OPC re Mediation Data Request	0.30	\$450.00	\$135.00
CL	04/01/2024	Email from S. Ladak re: meet and confer re: conference call and mediation; Discuss with Adolfo re mediation documents.	0.40	\$750.00	\$300.00
ASC	04/01/2024	Receive and respond Email to S. Ladak re call to discuss Mediation Data Request	0.30	\$450.00	\$135.00
ASC	04/04/2024	Receive email from JAMS re mediation	0.20	\$450.00	\$90.00
ASC	04/04/2024	Prepare for call with S. Ladak re mediation data request	0.30	\$450.00	\$135.00
ASC	04/04/2024	Call with S. Ladak re mediation data request	0.40	\$450.00	\$180.00
ASC	04/04/2024	Summarize call with S. Ladak re mediation data request	0.30	\$450.00	\$135.00
CL	04/05/2024	Discuss with Adolfo corrected PAGA Period in preparation for call with OPC re: mediation data request and scope.	0.40	\$750.00	\$300.00
CL	04/05/2024	Email from K. Soy re: cancellation of mediation and other mediation information.	0.30	\$750.00	\$225.00
ASC	04/10/2024	Email S. Ladak re Mediation Data Request	0.50	\$450.00	\$225.00
ASC	04/10/2024	Email D. Green re telephone call to discuss mediation	0.30	\$450.00	\$135.00
CL	04/11/2024	Email from J. McDermott re: mediation production.	0.30	\$750.00	\$225.00
NDB	04/15/2024	Review and analyze data produced for mediation purposes. Analyze case file and wage and hour policy documents. Review time punch data for meal break claims. Conference with Plaintiff to discuss case status and process of mediation. Prepare for mediation.	4.50	\$850.00	\$3,825.00
ASC	04/16/2024	Review OSL-1-139, Green 1-213	2.00	\$450.00	\$900.00
ASC	04/18/2024	Email J. McDermott re follow up on mediation data request	0.30	\$450.00	\$135.00

ASC	04/19/2024	Email J. McDermott re follow up on mediation data request	0.30	\$450.00	\$135.00
ASC	04/19/2024	Send mediation data and key info to expert	0.50	\$450.00	\$225.00
ASC	04/22/2024	Review OSL_000140-358, analyze and summarize for mediation notes	2.00	\$450.00	\$900.00
ASC	04/22/2024	Review OSL_000359-360, analyze and summarize for mediation notes	1.00	\$450.00	\$450.00
ASC	04/23/2024	Email D. Green re telephone call to complete mediation notes	0.30	\$450.00	\$135.00
ASC	04/24/2024	Tried calling D. Green multiple times, no response, send email re phone call	0.40	\$450.00	\$180.00
ASC	04/25/2024	Call D. Green, no response, send email re phone call	0.40	\$450.00	\$180.00
ASC	04/25/2024	Call with D. Green re mediation data and notes	0.50	\$450.00	\$225.00
ASC	04/25/2024	Mediation notes	1.00	\$450.00	\$450.00
NDB	04/25/2024	Legal research regarding previous PAGA Only settlements with similar claims and pay periods. Call with Plaintiff to obtain facts for mediation brief.	2.90	\$850.00	\$2,465.00
NDB	04/30/2024	Analyze pay stubs for regular rate and wage statement violations. Legal research regarding the same. Research PAGA initiative law and upcoming vote. Review case demographics and draft MOU for mediation.	3.70	\$850.00	\$3,145.00
YS	05/01/2024	Review documents produced by OPC for mediation: OSL_000140 – OSL_000360. Update exhibit book with OSL_000140 -000358.	0.50	\$250.00	\$125.00
ASC	05/01/2024	Receive email from AJ re updated number of aggrieved employees and workweeks for mediation	0.30	\$450.00	\$135.00
ASC	05/01/2024	Email to and from P. Lebel re updated number of aggrieved employees and workweeks for mediation	0.40	\$450.00	\$180.00
ASC	05/01/2024	Email to Bennet re updated number of aggrieved employees and workweeks for mediation	0.30	\$450.00	\$135.00
ASC	05/02/2024	Email B. Bennett re analysis for mediation brief	0.30	\$450.00	\$135.00
YS	05/03/2024	Create scheduled text to AJ re reminder of 5/10 Mediation	0.10	\$250.00	\$25.00
ASC	05/03/2024	Receive email from J. McDermott re supplemental document production for mediation; forward to Bennett and DSC	0.40	\$450.00	\$180.00

ASC	05/03/2024	Review OSL_000361-OSL_000370	0.50	\$450.00	\$225.00
ASC	05/06/2024	Call with AJ re mediation	0.30	\$450.00	\$135.00
NDB	05/10/2024	Review case file. Begin drafting mediation brief. Discuss with AJB.	6.00	\$850.00	\$5,100.00
NDB	05/15/2024	Review and analyze late payment of wage claims under Section 204. Legal research regarding the same. Analyze expert penalty and damage report and notes and assumptions in preparation for mediation. Call with Plaintiff	3.20	\$850.00	\$2,720.00
AB	05/16/2024	Draft/file mediation brief.	5.00	\$895.00	\$4,475.00
AR	05/21/2024	Review prior correspondence regarding status of mediation; review arbitration order; draft summary.	0.50	\$550.00	\$275.00
NDB	05/22/2024	Review and analyze all mediation materials including briefs in preparation for mediation. Status update to Plaintiff.	2.90	\$850.00	\$2,465.00
AR	05/23/2024	Follow up with opposing counsel regarding status.	0.20	\$550.00	\$110.00
AR	05/23/2024	Draft notice to arbitrator regarding continued mediation.	0.20	\$550.00	\$110.00
AR	05/23/2024	Receive and review notice from arbitrator; draft follow up and update file.	0.30	\$550.00	\$165.00
AB	05/23/2024	Prep and appear for mediation.	5.00	\$895.00	\$4,475.00
AB	05/31/2024	Review/analyze/draft send response to mediator re mediator's proposal.	2.00	\$895.00	\$1,790.00
NDB	06/03/2024	Review and analyze mediation notes and results. Review and revise MOU. Send MOU to Plaintiff for signature. Conference with Plaintiff to discuss settlement terms and obtain signature.	1.40	\$850.00	\$1,190.00
AB	06/05/2024	Exchange corr w/ defense counsel to finalize MOU/individual settlement agreement ; review / revise same repeatedly through many versions.	2.00	\$895.00	\$1,790.00
NB	06/12/2024	Review settlement term sheet. Analyze re settlement issues. Advise RE.	2.75	\$995.00	\$2,736.25
RE	06/13/2024	Review file; draft long form PAGA Agreement	4.50	\$675.00	\$3,037.50
RE	06/14/2024	Review file; draft long form individual agreement re Dexter Green	2.50	\$675.00	\$1,687.50
RE	06/28/2024	Review file; email to OPC re long form Agreements and admin bids	0.40	\$675.00	\$270.00
RE	07/11/2024	Review file; follow up with OPC status of redline edits to long form Agreements	0.30	\$675.00	\$202.50

ASC	07/11/2024	Review correspondence from JAMS re status of arbitration and mediation outcome, settlement pending and arbitration refund	0.30	\$450.00	\$135.00
RE	07/31/2024	Review file; follow up email to OPC re status of draft long form Agreements	0.30	\$675.00	\$202.50
AB	08/05/2024	Review/analyze Defendant's proposed revisions to the PAGA settlement agreement	2.00	\$895.00	\$1,790.00
RE	08/06/2024	Review & analyze long form PAGA Agreement redline edits from defense counsel	1.00	\$675.00	\$675.00
VR	08/08/2024	Review and Analyze: review and analyze PAGA Settlement; review court's orders and docket; advise KN	1.80	\$750.00	\$1,350.00
KN	08/19/2024	Review final draft of agreement; advise VR	1.00	\$950.00	\$950.00
VR	08/28/2024	Review and Revise: review and revise settlement agreement; review costs and quotes; review correspondence between parties; advise CL	0.80	\$750.00	\$600.00
VR	09/02/2024	Review and Revise: review and revise settlement agreement; review costs and fees; correspondence to Def	1.10	\$750.00	\$825.00
VR	09/03/2024	Correspondence with Opposing Counsel: correspondence to Def re settlement agreement	0.20	\$750.00	\$150.00
VR	09/09/2024	Correspondence with Opposing Counsel: review settlement agreement; correspondence to Def; advise KN	0.40	\$750.00	\$300.00
VR	09/17/2024	Review and Revise: review and revise settlement agreement; review correspondence between parties; correspondence to Def	0.70	\$750.00	\$525.00
VR	09/19/2024	Receipt and Review of Correspondence: review correspondence between parties; review settlement agreement; advise YS	0.30	\$750.00	\$225.00
NDB	09/19/2024	Review settlement agreement for conformity with term sheet terms. Send to Plaintiff for signature, Conference with Plaintiff to discuss terms and settlement amounts.	1.20	\$850.00	\$1,020.00
KN	10/03/2024	Review status and final signed agreement; analyze for approval issues; memo to staff regarding motion prep and next steps.	0.50	\$950.00	\$475.00
KN	10/03/2024	Review schedule and possible hearings; advise staff and coordinate.	0.40	\$950.00	\$380.00
YS	10/03/2024	Review court docket and chamber rules re reserving hearing date for motion for settlement approval. Email to KN. Email to OPC re reserving 2/7/25?	0.40	\$250.00	\$100.00

YS	10/15/2024	Follow up email to OPC re reserving 2/7/25 hearing for MPA	0.20	\$250.00	\$50.00
CL	10/22/2024	Email from P. Lebel re: motion for final approval.	0.20	\$750.00	\$150.00
YS	10/22/2024	Follow up email to OPC re reserving 2/7/25 hearing for MPA	0.20	\$250.00	\$50.00
YS	10/23/2024	Email to OPC re 3/14 for MPA hearing date	0.20	\$250.00	\$50.00
YS	10/30/2024	Follow up email to OPC re 3/14 for MPA hearing date	0.20	\$250.00	\$50.00
CL	11/12/2024	Email to J. McDermott re: motion for approval of settlement.	0.20	\$750.00	\$150.00
CL	11/14/2024	Email to S. Ladak and J. McDermott re: motion for approval of settlement hearing date reservation.	0.20	\$750.00	\$150.00
CL	11/14/2024	Draft Memorandum of Points and Authorities in support of Motion for PAGA Approval.	2.60	\$750.00	\$1,950.00
CL	11/14/2024	Draft Notice of Motion in support of Motion for PAGA Approval.	0.50	\$750.00	\$375.00
CL	11/14/2024	Draft Proposed Order and Judgment in support of Motion for PAGA Approval.	0.70	\$750.00	\$525.00
CL	11/15/2024	Further draft Memorandum of Points and Authorities in support of Motion for PAGA Approval.	0.90	\$750.00	\$675.00
CL	11/15/2024	Further draft Proposed Order and Judgment in support of Motion for PAGA Approval.	0.30	\$750.00	\$225.00
YS	11/15/2024	Email to chambers re reserving hearing date for motion for settlement.	0.20	\$250.00	\$50.00
YS	11/19/2024	Fix page formatting on motion for settlement approval. Populate table of contents and authorities.	1.50	\$250.00	\$375.00
ASC	11/20/2024	Review settlement agreement to determine if Service Award and declaration of Plaintiff needed	0.50	\$450.00	\$225.00
KN	11/27/2024	Review and revise motion for PAGA approval; memo to staff regarding issues that were corrected and need to be addressed.	3.50	\$950.00	\$3,325.00
KN	11/27/2024	Research and review court guidelines regarding PAGA settlements; review motion and documents for compliance; review and revise proposed order	1.00	\$950.00	\$950.00
CL	11/27/2024	Review and analyze Sacramento Guidelines in preparation for Motion for PAGA Approval; Revise Declaration of K. Nordrehaug to include estimates per pay periods and average received by Aggrieved Employees and paralegal compliance	2.50	\$750.00	\$1,875.00

		with B&P 6450; Revise Memorandum of Points and Authorities re: same; Discuss with Kyle re: compliance.			
KN	12/03/2024	Review and revise motion; provide instructions to CL	0.50	\$950.00	\$475.00
YS	12/05/2024	Telephone call to clerk re hearing reservation. No answer, left voicemail.	0.20	\$250.00	\$50.00
YS	12/05/2024	Review revised memo. Re-populate tables of contents/authorities.	0.80	\$250.00	\$200.00
ASC	12/09/2024	Review status of settlement agreement and reservation of MPA hearing in connection with service payment declaration	0.30	\$450.00	\$135.00
CL	01/27/2025	Revise Motion for Final Approval of Settlement.	0.50	\$750.00	\$375.00
KN	02/06/2025	Review Def comments on draft motion; memo to staff regarding next steps and corrections to make	1.00	\$950.00	\$950.00
CL	02/06/2025	Email from J. McDermott re: revisions to Motion for PAGA Approval; Receipt and review same.	0.40	\$750.00	\$300.00
KN	02/11/2025	review status and emails; analysis of issues; advise staff as to next steps	0.50	\$950.00	\$475.00
CL	02/12/2025	Revise Motion for Approval of PAGA Settlement.	2.20	\$750.00	\$1,650.00
CL	02/12/2025	Draft Declaration of K. Nordrehaug in Support of Motion for Approval of PAGA Settlement; Review and analyze Sacramento checklist to comply and local rules.	5.30	\$750.00	\$3,975.00
KN	02/12/2025	Review billing for accuracy; cross-check costs and correct to conform to court ruling; emails with CL and staff	0.50	\$950.00	\$475.00
CL	02/12/2025	Email to/from T. Rogers re: declaration in support of Motion for PAGA Approval; Receipt and review same.	0.60	\$750.00	\$450.00
KN	02/14/2025	Review and revise declaration; prepare and insert checklist itemization; memo to staff; review billing for accuracy and update costs per checklist	3.50	\$950.00	\$3,325.00
KN	02/14/2025	Review and revise draft motion and proposed order; memo to CL as to corrections and next steps.	1.50	\$950.00	\$1,425.00
CL	02/14/2025	Email to J. McDermott requesting verification of number of PAGA Pay Periods in a declaration.	0.30	\$750.00	\$225.00
CL	02/14/2025	Revise Declaration of Nordrehaug in support of Motion for PAGA Approval; Prepare Exhibits 1-6	3.30	\$750.00	\$2,475.00
CL	02/14/2025	Revise Motion for PAGA Approval.	2.30	\$750.00	\$1,725.00

CL	02/14/2025	Revise and finalize Proposed Order and Judgment.	0.30	\$750.00	\$225.00
CL	02/14/2025	Emails to J. McDermott re additional revisions to Motion for PAGA Approval; Revise Motion for PAGA Approval; Discuss with Kyle re same.	0.60	\$750.00	\$450.00
CL	02/17/2025	Finalize Motion for PAGA Approval.	0.80	\$750.00	\$600.00
CL	02/17/2025	Finalize Declaration of Nordrehaug in support of Motion for PAGA Approval; Prepare Exhibits 1-6	0.60	\$750.00	\$450.00
Services Subtotal				\$122,341.25	

Expenses

Type	Date	Notes	Quantity	Rate	Total
Expense	05/18/2022	Onelegal/Filing Fee	1.00	\$72.07	\$72.07
Expense	08/01/2022	OneLegal filing fee.	1.00	\$149.28	\$149.28
Expense	09/09/2022	court filing via One Legal	1.00	\$212.59	\$212.59
Expense	09/30/2022	KNOX - Messenger and Filing Service.	1.00	\$139.50	\$139.50
Expense	10/07/2022	One Legal Filing - Opposition to Motion to Compel Arbitration.	1.00	\$293.41	\$293.41
Expense	10/07/2022	One Legal Filing - Notice of Remote Appearance.	1.00	\$149.28	\$149.28
Expense	10/06/2023	Expert Fees - DM&A.	1.00	\$2,387.50	\$2,387.50
Expense	12/08/2023	Expert Fees - DM&A.	1.00	\$725.00	\$725.00
Expense	02/21/2024	JAMS Mediation - Deborah Crandall.	1.00	\$13,000.00	\$13,000.00
Expense	05/22/2024	Berger Consulting.	1.00	\$5,265.00	\$5,265.00
Expense	11/22/2024	FedEx	1.00	\$39.25	\$39.25
Expense	02/17/2025	Filing fee - motion	1.00	\$60.00	\$60.00
Expenses Subtotal				\$22,492.88	

Time Keeper	Quantity	Rate	Total
AJ Bhowmik	16.0	\$895.00	\$14,320.00
Norm Blumenthal	2.75	\$995.00	\$2,736.25
Nicholas De Blouw	25.8	\$850.00	\$21,930.00
Ricardo Ehmann	9.0	\$675.00	\$6,075.00

Randy Hy	0.2	\$675.00	\$135.00
Christine LeVu	44.4	\$750.00	\$33,300.00
Kyle Nordrehaug	13.9	\$950.00	\$13,205.00
Victoria Rivapalacio	24.2	\$750.00	\$18,150.00
Andrew Ronan	5.7	\$550.00	\$3,135.00
Adolfo Sanchez Contreras	14.9	\$450.00	\$6,705.00
Adolfo Sanchez Contreras	5.7	\$250.00	\$1,425.00
Yesenia Silva	4.9	\$250.00	\$1,225.00
Subtotal			\$144,834.13
Total			\$144,834.13

Detailed Statement of Account

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
1	03/16/2025	\$144,834.13	\$0.00	\$144,834.13
Outstanding Balance				\$144,834.13
Total Amount Outstanding				\$144,834.13

Please make all amounts payable to: Blumenthal Nordrehaug Bhowmik DeBlouw LLP

Please pay within 30 days.

EXHIBIT 3

Blumenthal Nordrehaug Bhowmik De Blouw LLP

2255 Calle Clara, La Jolla, California 92037

Tel: (858) 551-1223

Fax: (858) 551-1232

FIRM RESUME

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

ATTORNEY BIOGRAPHIES

Norman B. Blumenthal

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

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

Admitted: 1973, Illinois; 1976, California

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

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

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

Summer Intern (1971) with Harvard Voluntary Defenders

Kyle R. Nordrehaug

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

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

Admitted: 1999, California

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

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

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

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

Aparajit Bhowmik

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

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

Admitted: 2006, California

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

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Awards: Rising Star 2015

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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

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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)

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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)

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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)

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Admitted: 2011, California; 2016 Arizona

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

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Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2016, California

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Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2012, California

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Admitted: 2016, California

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Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2020, New Mexico

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

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Admitted: 2013, California

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Associate Attorney

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Admitted: 2020, California

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Admitted: 2024, California; 2014, Mexico

Educated: The Juarez University

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

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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

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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

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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; Lešević 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; Porrás 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. Cyctec Engineered Materials, Inc. – Orange County Superior Court, Case No. 30-2020-01164932-CU-OE-CXC

EXHIBIT 4

LAFFEY MATRIX

History

Case Law

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Home

			Years Out of Law School *				
Year	Adjustmt Factor**	Paralegal/ Law Clerk	1-3	4-7	8-10	11-19	20 +
6/01/23- 5/31/24	1.059295	\$239	\$437	\$538	\$777	\$878	\$1057
6/01/22- 5/31/23	1.085091	\$225	\$413	\$508	\$733	\$829	\$997
6/01/21- 5/31/22	1.006053	\$208	\$381	\$468	\$676	\$764	\$919
6/01/20- 5/31/21	1.015894	\$206	\$378	\$465	\$672	\$759	\$914
6/01/19- 5/31/20	1.0049	\$203	\$372	\$458	\$661	\$747	\$899
6/01/18- 5/31/19	1.0350	\$202	\$371	\$455	\$658	\$742	\$894
6/01/17- 5/31/18	1.0463	\$196	\$359	\$440	\$636	\$717	\$864
6/01/16- 5/31/17	1.0369	\$187	\$343	\$421	\$608	\$685	\$826
6/01/15- 5/31/16	1.0089	\$180	\$331	\$406	\$586	\$661	\$796
6/01/14- 5/31/15	1.0235	\$179	\$328	\$402	\$581	\$655	\$789
6/01/13- 5/31/14	1.0244	\$175	\$320	\$393	\$567	\$640	\$771
6/01/12- 5/31/13	1.0258	\$170	\$312	\$383	\$554	\$625	\$753
6/01/11- 5/31/12	1.0352	\$166	\$305	\$374	\$540	\$609	\$734
6/01/10- 5/31/11	1.0337	\$161	\$294	\$361	\$522	\$589	\$709
6/01/09- 5/31/10	1.0220	\$155	\$285	\$349	\$505	\$569	\$686
6/01/08- 5/31/09	1.0399	\$152	\$279	\$342	\$494	\$557	\$671
6/01/07-5/31/08	1.0516	\$146	\$268	\$329	\$475	\$536	\$645
6/01/06-5/31/07	1.0256	\$139	\$255	\$313	\$452	\$509	\$614
6/1/05-5/31/06	1.0427	\$136	\$249	\$305	\$441	\$497	\$598
6/1/04-5/31/05	1.0455	\$130	\$239	\$293	\$423	\$476	\$574
6/1/03-6/1/04	1.0507	\$124	\$228	\$280	\$405	\$456	\$549
6/1/02-5/31/03	1.0727	\$118	\$217	\$267	\$385	\$434	\$522
6/1/01-5/31/02	1.0407	\$110	\$203	\$249	\$359	\$404	\$487
6/1/00-5/31/01	1.0529	\$106	\$195	\$239	\$345	\$388	\$468
6/1/99-5/31/00	1.0491	\$101	\$185	\$227	\$328	\$369	\$444
6/1/98-5/31/99	1.0439	\$96	\$176	\$216	\$312	\$352	\$424
6/1/97-5/31/98	1.0419	\$92	\$169	\$207	\$299	\$337	\$406
6/1/96-5/31/97	1.0396	\$88	\$162	\$198	\$287	\$323	\$389
6/1/95-5/31/96	1.032	\$85	\$155	\$191	\$276	\$311	\$375

6/1/94-5/31/95	1.0237	\$82	\$151	\$185	\$267	\$301	\$363
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The methodology of calculation and benchmarking for this Updated Laffey Matrix has been approved in a number of cases. See, e.g., *DL v. District of Columbia*, 267 F.Supp.3d 55, 69 (D.D.C. 2017)

* $i_{\frac{1}{2}}$ Years Out of Law School $i_{\frac{1}{2}}$ is calculated from June 1 of each year, when most law students graduate. $i_{\frac{1}{2}}1-3$ " includes an attorney in his 1st, 2nd and 3rd years of practice, measured from date of graduation (June 1). $i_{\frac{1}{2}}4-7$ " applies to attorneys in their 4th, 5th, 6th and 7th years of practice. An attorney who graduated in May 1996 would be in tier $i_{\frac{1}{2}}1-3$ " from June 1, 1996 until May 31, 1999, would move into tier $i_{\frac{1}{2}}4-7$ " on June 1, 1999, and tier $i_{\frac{1}{2}}8-10$ " on June 1, 2003.

** The Adjustment Factor refers to the nation-wide Legal Services Component of the Consumer Price Index produced by the Bureau of Labor Statistics of the United States Department of Labor.

EXHIBIT 5

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WRITERS EXT:

1004

November 8, 2021

CA2555

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

Labor and Workforce Development Agency
Online Filing

OSL Retail Services Corp.
Certified Mail #70211970000003066422
5090 Orbitor Drive Suite 1
Mississauga, Ontario L4W 5B5

Re: Notice Of Violations Of California Labor Code Sections §§ 201, 202, 203, 204 *et seq.*, 210, 221, 226(a), 226.7, 227.3, 246 *et seq.*, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 1 1070(14) (Failure to Provide Seating), Violation of Applicable Industrial Welfare Commission Wage Order(s), and Pursuant To California Labor Code Section 2699.5.

Dear Sir/Madam:

“Aggrieved Employees” refers to all individuals who are or previously were employed by OSL Retail Services Corp. and/or OSL Retail Services California LLC in California and classified as non-exempt employees during the time period of November 8, 2020 until a date as determined by the Court. Our offices represent Plaintiff Dexter Green (“Plaintiff”) and other Aggrieved Employees in a lawsuit against OSL Retail Services Corp. and/or OSL Retail Services California LLC (“Defendant”). Plaintiff was employed by Defendant in California as a non-exempt employee from April of 2021 to December of 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, including but not limited to the “Regular Retro \$\$” and “Sup PD Sk Retro \$\$” payments which were regular wage payments. 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 correct 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 in violation of Cal. Lab. Code Section 226(a)(2) as when the hours were added up they did not equal the actual amount of hours worked each pay period. Further, Defendant violated Cal. Lab. Code Section 226(a)(8) by failing to list the correct name of the legal entity that was the employer of Plaintiff and other Aggrieved Employees. 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 failed 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, 221, 226(a), 226.7, 227.3, 246, 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 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.

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

2255 CALLE CLARA

LA JOLLA, CALIFORNIA 92037

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WRITERS E-MAIL:

Nick@bamlawca.com

WRITERS EXT:

1004

November 8, 2021

CA2555

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

Labor and Workforce Development Agency
Online Filing

OSL Retail Services California LLC
Certified Mail #70211970000003066415
C T Corporation System
330 N. Brand Blvd. Suite 700
Glendale, CA 91203

Re: Notice Of Violations Of California Labor Code Sections §§ 201, 202, 203, 204 *et seq.*, 210, 221, 226(a), 226.7, 227.3, 246 *et seq.*, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 1 1070(14) (Failure to Provide Seating), Violation of Applicable Industrial Welfare Commission Wage Order(s), and Pursuant To California Labor Code Section 2699.5.

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pursuant to Labor Code § 204 *et seq.*, Defendant failed to timely provide Plaintiff and other Aggrieved Employees with their wages, including but not limited to the “Regular Retro \$\$” and “Sup PD Sk Retro \$\$” payments which were regular wage payments. 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 correct 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 in violation of Cal. Lab. Code Section 226(a)(2) as when the hours were added up they did not equal the actual amount of hours worked each pay period. Further, Defendant violated Cal. Lab. Code Section 226(a)(8) by failing to list the correct name of the legal entity that was the employer of Plaintiff and other Aggrieved Employees. 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 failed 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, 221, 226(a), 226.7, 227.3, 246, 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.

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November 8, 2021

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Labor and Workforce Development Agency
Online Filing

OSL Retail Services Corp.
Certified Mail #70211970000003066446
2475 Skymark Ave., Unit 4
Mississauga, Ontario L4W 4Y6

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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

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5 Facsimile: (858) 551-1232

Website: www.bamlawca.com

6 Attorneys for Plaintiff

7 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

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

9
10 DEXTER GREEN, an individual, on behalf
11 of himself and on behalf of all persons
similarly situated,

12
13 Plaintiff,

14 vs.

15 OSL RETAIL SERVICES CORP., a
16 Corporation; OSL RETAIL SERVICES
CALIFORNIA LLC, a California Limited
17 Liability Company; and DOES 1 through 50,
inclusive,

18
19 Defendants.

Case No. _____

CLASS ACTION COMPLAINT FOR:

1. UNFAIR COMPETITION IN VIOLATION OF CAL. BUS. & PROF. CODE §§ 17200, *et seq.*;
2. FAILURE TO PAY MINIMUM WAGES IN VIOLATION OF CAL. LAB. CODE §§ 1194, 1197 & 1197.1;
3. FAILURE TO PAY OVERTIME WAGES IN VIOLATION OF CAL. LAB. CODE §§ 510, *et seq.*;
4. FAILURE TO PROVIDE REQUIRED MEAL PERIODS IN VIOLATION OF CAL. LAB. CODE §§ 226.7 & 512 AND THE APPLICABLE IWC WAGE ORDER;
5. FAILURE TO PROVIDE REQUIRED REST PERIODS IN VIOLATION OF CAL. LAB. CODE §§ 226.7 & 512 AND THE APPLICABLE IWC WAGE ORDER;
6. FAILURE TO PROVIDE ACCURATE ITEMIZED STATEMENTS IN VIOLATION OF CAL. LAB. CODE § 226; and,
7. FAILURE TO REIMBURSE EMPLOYEES FOR REQUIRED EXPENSES IN VIOLATION OF CAL. LAB. CODE § 2802; and,
8. FAILURE TO PROVIDE WAGES WHEN DUE IN VIOLATION OF CAL. LAB. CODE §§ 201, 202 AND 203.

DEMAND FOR A JURY TRIAL

1 Plaintiff Dexter Green (“PLAINTIFF”), an individual, on behalf of himself and all other
2 similarly situated current and former employees alleges on information and belief, except for
3 his own acts and knowledge which are based on personal knowledge, the following:

4
5 **THE PARTIES**

6 1. Defendant OSL Retail Services Corp. is a Corporation that at all relevant times
7 mentioned herein conducted and continues to conduct substantial business in the state of
8 California.

9 2. Defendant OSL Retail Services California LLC is a California Limited Liability
10 Company that at all relevant times mentioned herein conducted and continues to conduct
11 substantial business in the state of California.

12 3. OSL Retail Services Corp. and OSL Retail Services California LLC were the joint
13 employers of PLAINTIFF as evidenced by paycheck and by the company PLAINTIFF
14 performed work respectively, and are therefore jointly responsible as employers for the conduct
15 alleged herein, and are therefore collectively referred to herein as “DEFENDANT.”

16 4. DEFENDANT is a company developing a customer acquisition platform that
17 connects people to brands through sales and service.

18 5. PLAINTIFF was employed by DEFENDANT in California from April of 2021
19 to December of 2021 and was at all times classified by DEFENDANT as a non-exempt
20 employee, paid on an hourly basis, and entitled to the legally required meal and rest periods and
21 payment of minimum and overtime wages due for all time worked.

22 6. PLAINTIFF brings this Class Action on behalf of himself and a California class,
23 defined as all individuals who are or previously were employed by OSL Retail Services Corp.
24 and/or OSL Retail Services California LLC in California and classified as non-exempt
25 employees (the “CALIFORNIA CLASS”) at any time during the period beginning four (4) years
26 prior to the filing of this Complaint and ending on the date as determined by the Court (the
27 “CALIFORNIA CLASS PERIOD”). The amount in controversy for the aggregate claim of
28 CALIFORNIA CLASS Members is under five million dollars (\$5,000,000.00).

1 7. PLAINTIFF brings this Class Action on behalf of himself and a CALIFORNIA
2 CLASS in order to fully compensate the CALIFORNIA CLASS for their losses incurred during
3 the CALIFORNIA CLASS PERIOD caused by DEFENDANT's policy and practice which
4 failed to lawfully compensate these employees. DEFENDANT's policy and practice alleged
5 herein was an unlawful, unfair and deceptive business practice whereby DEFENDANT retained
6 and continues to retain wages due PLAINTIFF and the other members of the CALIFORNIA
7 CLASS. PLAINTIFF and the other members of the CALIFORNIA CLASS seek an injunction
8 enjoining such conduct by DEFENDANT in the future, relief for the named PLAINTIFF and
9 the other members of the CALIFORNIA CLASS who have been economically injured by
10 DEFENDANT's past and current unlawful conduct, and all other appropriate legal and
11 equitable relief.

12 8. The true names and capacities, whether individual, corporate, subsidiary,
13 partnership, associate or otherwise of defendants DOES 1 through 50, inclusive, are presently
14 unknown to PLAINTIFF who therefore sues these Defendants by such fictitious names pursuant
15 to Cal. Civ. Proc. Code § 474. PLAINTIFF will seek leave to amend this Complaint to allege
16 the true names and capacities of Does 1 through 50, inclusive, when they are ascertained.
17 PLAINTIFF is informed and believes, and based upon that information and belief alleges, that
18 the Defendants named in this Complaint, including DOES 1 through 50, inclusive, are
19 responsible in some manner for one or more of the events and happenings that proximately
20 caused the injuries and damages hereinafter alleged.

21 9. The agents, servants and/or employees of the Defendants and each of them acting
22 on behalf of the Defendants acted within the course and scope of his, her or its authority as the
23 agent, servant and/or employee of the Defendants, and personally participated in the conduct
24 alleged herein on behalf of the Defendants with respect to the conduct alleged herein.
25 Consequently, the acts of each Defendant are legally attributable to the other Defendants and
26 all Defendants are jointly and severally liable to PLAINTIFF and the other members of the
27 CALIFORNIA CLASS, for the loss sustained as a proximate result of the conduct of the
28 Defendants' agents, servants and/or employees.

THE CONDUCT

10. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANT was required to pay PLAINTIFF and CALIFORNIA CLASS Members for all their time worked, meaning the time during which an employee is subject to the control of an employer, including all the time the employee is suffered or permitted to work. DEFENDANT requires PLAINTIFF and CALIFORNIA CLASS Members to work without paying them for all the time they are under DEFENDANT's control. Among other things, DEFENDANT requires PLAINTIFF to work while clocked out during what is supposed to be PLAINTIFF's off-duty meal break. PLAINTIFF is from time to time interrupted by work assignments while clocked out for what should be PLAINTIFF's off-duty meal break. DEFENDANT, as a matter of established company policy and procedure, administers a uniform practice of rounding the actual time worked and recorded by PLAINTIFF and CALIFORNIA CLASS Members, always to the benefit of DEFENDANT, so that during the course of their employment, PLAINTIFF and CALIFORNIA CLASS Members are paid less than they would have been paid had they been paid for actual recorded time rather than "rounded" time. As a result, PLAINTIFF and other CALIFORNIA CLASS Members forfeit minimum wage, overtime wage compensation, and off-duty meal breaks by working without their time being correctly recorded and without compensation at the applicable rates. DEFENDANT's policy and practice not to pay PLAINTIFF and other CALIFORNIA CLASS Members for all time worked, is evidenced by DEFENDANT's business records.

11. State and federal law provides that employees must be paid overtime and meal and rest break premiums at one-and-one-half times their "regular rate of pay." PLAINTIFF and other CALIFORNIA CLASS Members are compensated at an hourly rate plus incentive pay that is tied to specific elements of an employee's performance.

12. The second component of PLAINTIFF's and other CALIFORNIA CLASS Members' compensation is DEFENDANT's non-discretionary incentive program that paid PLAINTIFF and other CALIFORNIA CLASS Members incentive wages based on their performance for DEFENDANT. The non-discretionary incentive program provided all

1 employees paid on an hourly basis with incentive compensation when the employees met the
2 various performance goals set by DEFENDANT. However, when calculating the regular rate
3 of pay in order to pay overtime and meal and rest break premiums to PLAINTIFF and other
4 CALIFORNIA CLASS Members, DEFENDANT failed to include the incentive compensation
5 as part of the employees' "regular rate of pay" for purposes of calculating overtime pay and
6 meal and rest break premium pay. Management and supervisors described the incentive
7 program to potential and new employees as part of the compensation package. As a matter of
8 law, the incentive compensation received by PLAINTIFF and other CALIFORNIA CLASS
9 Members must be included in the "regular rate of pay." The failure to do so has resulted in a
10 underpayment of overtime compensation and meal and rest break premiums to PLAINTIFF and
11 other CALIFORNIA CLASS Members by DEFENDANT.

12 13. As a result of their rigorous work schedules, PLAINTIFF and other
13 CALIFORNIA CLASS Members were from time to time unable to take thirty (30) minute off
14 duty meal breaks and were not fully relieved of duty for their meal periods. PLAINTIFF and
15 other CALIFORNIA CLASS Members were required from time to time to perform work as
16 ordered by DEFENDANT for more than five (5) hours during some shifts without receiving a
17 meal break. Further, DEFENDANT from time to time failed to provide PLAINTIFF and
18 CALIFORNIA CLASS Members with a second off-duty meal period for some workdays in
19 which these employees were required by DEFENDANT to work ten (10) hours of work.
20 DEFENDANT also engaged in the practice of rounding the meal period times to avoid paying
21 penalties to PLAINTIFF and other CALIFORNIA CLASS Members. PLAINTIFF and other
22 members of the CALIFORNIA CLASS therefore forfeit meal breaks without additional
23 compensation and in accordance with DEFENDANT's corporate policy and practice.

24 14. During the CALIFORNIA CLASS PERIOD, PLAINTIFF and other
25 CALIFORNIA CLASS Members were also required from time to time to work in excess of four
26 (4) hours without being provided ten (10) minute rest periods. Further, these employees were
27 denied their first rest periods of at least ten (10) minutes for some shifts worked of at least two
28 (2) to four (4) hours from time to time, a first and second rest period of at least ten (10) minutes

1 for some shifts worked of between six (6) and eight (8) hours from time to time, and a first,
2 second and third rest period of at least ten (10) minutes for some shifts worked of ten (10) hours
3 or more from time to time. PLAINTIFF and other CALIFORNIA CLASS Members were also
4 not provided with one hour wages in lieu thereof. Additionally, the applicable California Wage
5 Order requires employers to provide employees with off-duty rest periods, which the California
6 Supreme Court defined as time during which an employee is relieved from all work related
7 duties and free from employer control. In so doing, the Court held that the requirement under
8 California law that employers authorize and permit all employees to take rest period means that
9 employers must relieve employees of all duties and relinquish control over how employees
10 spend their time which includes control over the locations where employees may take their rest
11 period. Employers cannot impose controls that prohibit an employee from taking a brief walk -
12 five minutes out, five minutes back. Here, DEFENDANT's policy restricted PLAINTIFF and
13 other CALIFORNIA CLASS Members from unconstrained walks and is unlawful based on
14 DEFENDANT's rule which states PLAINTIFF and other CALIFORNIA CLASS Members
15 cannot leave the work premises during their rest period.

16 15. During the CALIFORNIA CLASS PERIOD, DEFENDANT failed to accurately
17 record and pay PLAINTIFF and other CALIFORNIA CLASS Members for the actual amount
18 of time these employees worked. Pursuant to the Industrial Welfare Commission Wage Orders,
19 DEFENDANT was required to pay PLAINTIFF and other CALIFORNIA CLASS Members
20 for all time worked, meaning the time during which an employee was subject to the control of
21 an employer, including all the time the employee was permitted or suffered to permit this work.
22 DEFENDANT required these employees to work off the clock without paying them for all the
23 time they were under DEFENDANT's control. As such, DEFENDANT knew or should have
24 known that PLAINTIFF and the other members of the CALIFORNIA CLASS were under
25 compensated for all time worked. As a result, PLAINTIFF and other CALIFORNIA CLASS
26 Members forfeited time worked by working without their time being accurately recorded and
27 without compensation at the applicable minimum wage and overtime wage rates. To the extent
28 that the time worked off the clock does not qualify for overtime premium payment,

1 DEFENDANT fails to pay minimum wages for the time worked off-the-clock in violation of
2 Cal. Lab. Code §§ 1194, 1197, and 1197.1.

3 16. From time to time, DEFENDANT also failed to provide PLAINTIFF and the
4 other members of the CALIFORNIA LABOR SUB-CLASS with complete and accurate wage
5 statements which failed to show, among other things, the correct gross and net wages earned.
6 Cal. Lab. Code § 226 provides that every employer shall furnish each of his or her employees
7 with an accurate itemized wage statement in writing showing, among other things, gross wages
8 earned and all applicable hourly rates in effect during the pay period and the corresponding
9 amount of time worked at each hourly rate. PLAINTIFF and CALIFORNIA LABOR SUB-
10 CLASS Members were paid on an hourly basis. As such, the wage statements should reflect
11 all applicable hourly rates during the pay period and the total hours worked, and the applicable
12 pay period in which the wages were earned pursuant to California Labor Code Section 226(a).
13 The wage statements DEFENDANT provided to PLAINTIFF and other CALIFORNIA LABOR
14 SUB-CLASS Members failed to identify such information. More specifically, the wage
15 statements failed to identify the accurate total hours worked each pay period. When the hours
16 shown on the wage statements were added up, they did not equal the actual total hours worked
17 during the pay period. Additionally, DEFENDANT violated Cal. Lab. Code Section 226(a)(8)
18 by failing to list the correct name of the legal entity that employed PLAINTIFF and other
19 CALIFORNIA LABOR SUB-CLASS Members. Aside, from the violations listed above in this
20 paragraph, DEFENDANT failed to issue to PLAINTIFF an itemized wage statement that lists
21 all the requirements under California Labor Code 226 *et seq.* As a result, DEFENDANT from
22 time to time provided PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-
23 CLASS with wage statements which violated Cal. Lab. Code § 226.

24 17. Cal. Lab. Code § 204(d) provides, the requirements of this section shall be
25 deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the
26 wages are paid not more than seven calendar days following the close of the payroll period.
27 Cal. Lab. Code § 210 provides:

28 [I]n addition to, and entirely independent and apart from, any other penalty provided in

1 this article, every person who fails to pay the wages of each employee as provided in
2 Sections. . . 204. . . shall be subject to a civil penalty as follows: (1) For any initial
3 violation, one hundred dollars (\$100) for each failure to pay each employee; (2) For each
4 subsequent violation, or any willful or intentional violation, two hundred dollars (\$200)
5 for each failure to pay each employee, plus 25 percent of the amount unlawfully
6 withheld.

7 18. DEFENDANT from time to time failed to pay PLAINTIFF and members of the
8 CALIFORNIA LABOR SUB-CLASS Members within seven (7) days of the close of the payroll
9 period in accordance with Cal. Lab. Code § 204(d).

10 19. DEFENDANT underpaid sick pay wages to PLAINTIFF and other CALIFORNIA
11 CLASS Members by failing to pay such wages at the regular rate of pay in violation of Cal. Lab.
12 Code Section 246. Specifically, PLAINTIFF and other non-exempt employees earn non-
13 discretionary remuneration. Rather than pay sick pay at the regular rate of pay, DEFENDANT
14 underpaid sick pay to PLAINTIFF and other CALIFORNIA CLASS Members at their base
15 rates of pay.

16 20. Cal. Lab. Code Section 246(1)(2) requires that paid sick time for nonexempt
17 employees be calculated by dividing the employee's total wages, not including overtime
18 premium pay, by the employee's total hours worked in the full pay periods of the prior 90 days
19 of employment.

20 21. DEFENDANT violated Cal. Lab. Code Section 246 by failing to pay sick pay at
21 the regular rate of pay. PLAINTIFF and CALIFORNIA CLASS Members routinely earned non-
22 discretionary incentive wages which increased their regular rate of pay. However, when sick pay
23 was paid, it was paid at the base rate of pay for PLAINTIFF and members of the CALIFORNIA
24 CLASS, as opposed to the correct, higher regular rate of pay, as required under Cal. Lab. Code
25 Section 246.

26 22. As a pattern and practice, DEFENDANT regularly failed to pay PLAINTIFF and
27 other members of the CALIFORNIA CLASS their correct wages and accordingly owe waiting
28 time penalties pursuant to Cal. Lab. Code Section 203. Further, PLAINTIFF is informed and
believes and based thereon alleges that such failure to pay sick pay at regular rate was willful,
such that PLAINTIFF and members of the CALIFORNIA CLASS whose employment has

1 separated are entitled to waiting time penalties pursuant to Cal. Lab. Code Sections 201-203.

2 23. Pursuant to Cal. Lab. Code Section 221, "It shall be unlawful for any employer
3 to collect or receive from an employee any part of wages theretofore paid by said employer to
4 said employee." DEFENDANT failed to pay all compensation due to PLAINTIFF and other
5 CALIFORNIA LABOR SUB-CLASS Members, made unlawful deductions from compensation
6 payable to PLAINTIFF and CALIFORNIA LABOR SUB-CLASS Members, failed to disclose
7 all aspects of the deductions from compensation payable to PLAINTIFF and CALIFORNIA
8 LABOR SUB-CLASS Members, and thereby failed to pay these employees all wages due at
9 each applicable pay period and upon termination. PLAINTIFF and members of the
10 CALIFORNIA LABOR SUB-CLASS seek recovery of all illegal deductions from wages
11 according to proof, related penalties, interest, attorney fees and costs.

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

22 25. In the course of their employment PLAINTIFF and other CALIFORNIA CLASS
23 Members as a business expense, were required by DEFENDANT to use their own personal
24 cellular phones as a result of and in furtherance of their job duties as employees for
25 DEFENDANT but are not reimbursed or indemnified by DEFENDANT for the cost associated
26 with the use of their personal cellular phones for DEFENDANT's benefit. Specifically,
27 PLAINTIFF and other CALIFORNIA CLASS Members were required by DEFENDANT to use
28 their personal cellular phones. As a result, in the course of their employment with

1 DEFENDANT, PLAINTIFF and other members of the CALIFORNIA CLASS incurred
2 unreimbursed business expenses which included, but were not limited to, costs related to the use
3 of their personal cellular phones all on behalf of and for the benefit of DEFENDANT.

4 26. Further, PLAINTIFF alleges that the sales counters in DEFENDANT's California
5 stores are generally similar in their layout and design and that there is ample space behind each
6 counter area to allow for the presence and use of a stool or seat by DEFENDANT's non-exempt
7 employees during the performance of their work duties. DEFENDANT's non-exempt
8 employees working at DEFENDANT's locations spend a very substantial portion, and, in many
9 workdays, the vast majority of their working time behind these counters. The nature of the sales
10 position can reasonably be accomplished while using a seat/stool.

11 27. In violation of the applicable sections of the California Labor Code and the
12 requirements of the applicable Industrial Welfare Commission ("IWC") Wage Order,
13 DEFENDANT as a matter of company policy, practice and procedure, intentionally, knowingly
14 and systematically failed to provide PLAINTIFF and the other CALIFORNIA CLASS Members
15 suitable seating when the nature of these employees' work reasonably permitted sitting.

16 28. DEFENDANT knew or should have known that PLAINTIFF and other
17 CALIFORNIA CLASS Members were entitled to suitable seating and/or were entitled to sit
18 when it did not interfere with the performance of their duties, and that DEFENDANT did not
19 provide suitable seating and/or did not allow them to sit when it did not interfere with the
20 performance of their duties.

21 29. By reason of this conduct applicable to PLAINTIFF and all Aggrieved
22 Employees, DEFENDANT violated California Labor Code Section 1198 and Wage Order 4-
23 2001, Section 14 by failing to provide suitable seats.

24 30. Specifically as to PLAINTIFF, DEFENDANT failed to provide all the legally
25 required off-duty meal and rest breaks to PLAINTIFF as required by the applicable Wage Order
26 and Labor Code and failed to pay PLAINTIFF all minimum and overtime wages due to
27 PLAINTIFF. DEFENDANT did not have a policy or practice which provided timely off-duty
28 meal and rest breaks to PLAINTIFF and also failed to compensate PLAINTIFF for

1 PLAINTIFF's missed meal and rest breaks. The nature of the work performed by the
2 PLAINTIFF did not prevent PLAINTIFF from being relieved of all of PLAINTIFF's duties for
3 the legally required off-duty meal periods. As a result, DEFENDANT's failure to provide
4 PLAINTIFF with the legally required meal periods is evidenced by DEFENDANT's business
5 records. The amount in controversy for PLAINTIFF individually does not exceed the sum or
6 value of \$75,000.

7 **JURISDICTION AND VENUE**

8 31. This Court has jurisdiction over this Action pursuant to California Code of Civil
9 Procedure, Section 410.10 and California Business & Professions Code, Section 17203. This
10 action is brought as a Class Action on behalf of PLAINTIFF and similarly situated employees
11 of DEFENDANT pursuant to Cal. Code of Civ. Proc. § 382.

12 32. Venue is proper in this Court pursuant to California Code of Civil Procedure,
13 Sections 395 and 395.5, because PLAINTIFF worked in this County for DEFENDANT and
14 DEFENDANT (i) currently maintains and at all relevant times maintained offices and facilities
15 in this County and/or conducts substantial business in this County, and (ii) committed the
16 wrongful conduct herein alleged in this County against members of the CALIFORNIA CLASS.

17 **THE CALIFORNIA CLASS**

18 33. PLAINTIFF brings the First Cause of Action for Unfair, Unlawful and Deceptive
19 Business Practices pursuant to Cal. Bus. & Prof. Code §§ 17200, *et seq.* (the "UCL") as a Class
20 Action, pursuant to Cal. Code of Civ. Proc. § 382, on behalf of a California class, defined as
21 all individuals who are or previously were employed by OSL Retail Services Corp. and/or OSL
22 Retail Services California LLC in California and classified as non-exempt employees (the
23 "CALIFORNIA CLASS") at any time during the period beginning four (4) years prior to the
24 filing of this Complaint and ending on the date as determined by the Court (the "CALIFORNIA
25 CLASS PERIOD"). The amount in controversy for the aggregate claim of CALIFORNIA
26 CLASS Members is under five million dollars (\$5,000,000.00).
27
28

1 34. To the extent equitable tolling operates to toll claims by the CALIFORNIA
2 CLASS against DEFENDANT, the CALIFORNIA CLASS PERIOD should be adjusted
3 accordingly.

4 35. DEFENDANT, as a matter of company policy, practice and procedure, and in
5 violation of the applicable Labor Code, Industrial Welfare Commission ("IWC") Wage Order
6 requirements, and the applicable provisions of California law, intentionally, knowingly, and
7 wilfully, engaged in a practice whereby DEFENDANT failed to record all meal and rest breaks
8 missed by PLAINTIFF and other CALIFORNIA CLASS Members, even though DEFENDANT
9 enjoyed the benefit of this work, required employees to perform this work and permits or suffers
10 to permit this work.

11 36. DEFENDANT has the legal burden to establish that each and every
12 CALIFORNIA CLASS Member was paid accurately for all meal and rest breaks missed as
13 required by California laws. The DEFENDANT, however, as a matter of policy and procedure
14 failed to have in place during the CALIFORNIA CLASS PERIOD and still fails to have in
15 place a policy or practice to ensure that each and every CALIFORNIA CLASS Member is paid
16 as required by law. This common business practice is applicable to each and every
17 CALIFORNIA CLASS Member can be adjudicated on a class-wide basis as unlawful, unfair,
18 and/or deceptive under Cal. Business & Professions Code §§ 17200, *et seq.* (the "UCL") as
19 causation, damages, and reliance are not elements of this claim.

20 37. The CALIFORNIA CLASS, is so numerous that joinder of all CALIFORNIA
21 CLASS Members is impracticable.

22 38. DEFENDANT violated the rights of the CALIFORNIA CLASS under California
23 law by:

- 24 (a) Committing an act of unfair competition in violation of, Cal. Bus. & Prof.
25 Code §§ 17200, *et seq.* (the "UCL"), by unlawfully, unfairly and/or
26 deceptively having in place company policies, practices and procedures
27 that failed to record and pay PLAINTIFF and the other members of the
28 CALIFORNIA CLASS for all time worked, including minimum wages

1 owed and overtime wages owed for work performed by these employees;
2 and,

- 3 (b) Committing an act of unfair competition in violation of the UCL, by
4 failing to provide the PLAINTIFF and the other members of the
5 CALIFORNIA CLASS with the legally required meal and rest periods.

6 39. This Class Action meets the statutory prerequisites for the maintenance of a Class
7 Action as set forth in Cal. Code of Civ. Proc. § 382, in that:

- 8 (a) The persons who comprise the CALIFORNIA CLASS are so numerous
9 that the joinder of all such persons is impracticable and the disposition of
10 their claims as a class will benefit the parties and the Court;
- 11 (b) Nearly all factual, legal, statutory, declaratory and injunctive relief issues
12 that are raised in this Complaint are common to the CALIFORNIA
13 CLASS will apply to every member of the CALIFORNIA CLASS;
- 14 (c) The claims of the representative PLAINTIFF are typical of the claims of
15 each member of the CALIFORNIA CLASS. PLAINTIFF, like all the
16 other members of the CALIFORNIA CLASS, was classified as a non-
17 exempt employee paid on an hourly basis who was subjected to the
18 DEFENDANT's deceptive practice and policy which failed to provide the
19 legally required meal and rest periods to the CALIFORNIA CLASS and
20 thereby underpaid compensation to PLAINTIFF and CALIFORNIA
21 CLASS. PLAINTIFF sustained economic injury as a result of
22 DEFENDANT's employment practices. PLAINTIFF and the members of
23 the CALIFORNIA CLASS were and are similarly or identically harmed
24 by the same unlawful, deceptive and unfair misconduct engaged in by
25 DEFENDANT; and,
- 26 (d) The representative PLAINTIFF will fairly and adequately represent and
27 protect the interest of the CALIFORNIA CLASS, and has retained
28 counsel who are competent and experienced in Class Action litigation.

1 There are no material conflicts between the claims of the representative
2 PLAINTIFF and the members of the CALIFORNIA CLASS that would
3 make class certification inappropriate. Counsel for the CALIFORNIA
4 CLASS will vigorously assert the claims of all CALIFORNIA CLASS
5 Members.

6 40. In addition to meeting the statutory prerequisites to a Class Action, this action is
7 properly maintained as a Class Action pursuant to Cal. Code of Civ. Proc. § 382, in that:

8 (a) Without class certification and determination of declaratory, injunctive,
9 statutory and other legal questions within the class format, prosecution of
10 separate actions by individual members of the CALIFORNIA CLASS will
11 create the risk of:

12 1) Inconsistent or varying adjudications with respect to individual
13 members of the CALIFORNIA CLASS which would establish
14 incompatible standards of conduct for the parties opposing the
15 CALIFORNIA CLASS; and/or,

16 2) Adjudication with respect to individual members of the
17 CALIFORNIA CLASS which would as a practical matter be
18 dispositive of interests of the other members not party to the
19 adjudication or substantially impair or impede their ability to
20 protect their interests.

21 (b) The parties opposing the CALIFORNIA CLASS have acted or refused to
22 act on grounds generally applicable to the CALIFORNIA CLASS, making
23 appropriate class-wide relief with respect to the CALIFORNIA CLASS
24 as a whole in that DEFENDANT failed to pay all wages due to members
25 of the CALIFORNIA CLASS as required by law;

26 1) With respect to the First Cause of Action, the final relief on behalf
27 of the CALIFORNIA CLASS sought does not relate exclusively to
28 restitution because through this claim PLAINTIFF seeks

1 declaratory relief holding that the DEFENDANT's policy and
2 practices constitute unfair competition, along with declaratory
3 relief, injunctive relief, and incidental equitable relief as may be
4 necessary to prevent and remedy the conduct declared to constitute
5 unfair competition;

6 (c) Common questions of law and fact exist as to the members of the
7 CALIFORNIA CLASS, with respect to the practices and violations of
8 California law as listed above, and predominate over any question
9 affecting only individual CALIFORNIA CLASS Members, and a Class
10 Action is superior to other available methods for the fair and efficient
11 adjudication of the controversy, including consideration of:

12 1) The interests of the members of the CALIFORNIA CLASS in
13 individually controlling the prosecution or defense of separate
14 actions in that the substantial expense of individual actions will be
15 avoided to recover the relatively small amount of economic losses
16 sustained by the individual CALIFORNIA CLASS Members when
17 compared to the substantial expense and burden of individual
18 prosecution of this litigation;

19 2) Class certification will obviate the need for unduly duplicative
20 litigation that would create the risk of:

21 A. Inconsistent or varying adjudications with respect to
22 individual members of the CALIFORNIA CLASS, which
23 would establish incompatible standards of conduct for the
24 DEFENDANT; and/or,

25 B. Adjudications with respect to individual members of the
26 CALIFORNIA CLASS would as a practical matter be
27 dispositive of the interests of the other members not parties
28 to the adjudication or substantially impair or impede their

ability to protect their interests;

- 3) In the context of wage litigation because a substantial number of individual CALIFORNIA CLASS Members will avoid asserting their legal rights out of fear of retaliation by DEFENDANT, which may adversely affect an individual's job with DEFENDANT or with a subsequent employer, the Class Action is the only means to assert their claims through a representative; and,
- 4) A class action is superior to other available methods for the fair and efficient adjudication of this litigation because class treatment will obviate the need for unduly and unnecessary duplicative litigation that is likely to result in the absence of certification of this action pursuant to Cal. Code of Civ. Proc. § 382.

41. This Court should permit this action to be maintained as a Class Action pursuant to Cal. Code of Civ. Proc. § 382 because:

- (a) The questions of law and fact common to the CALIFORNIA CLASS predominate over any question affecting only individual CALIFORNIA CLASS Members because the DEFENDANT's employment practices are applied with respect to the CALIFORNIA CLASS;
- (b) A Class Action is superior to any other available method for the fair and efficient adjudication of the claims of the members of the CALIFORNIA CLASS because in the context of employment litigation a substantial number of individual CALIFORNIA CLASS Members will avoid asserting their rights individually out of fear of retaliation or adverse impact on their employment;
- (c) The members of the CALIFORNIA CLASS are so numerous that it is impractical to bring all members of the CALIFORNIA CLASS before the Court;
- (d) PLAINTIFF, and the other CALIFORNIA CLASS Members, will not be

1 able to obtain effective and economic legal redress unless the action is
2 maintained as a Class Action;

3 (e) There is a community of interest in obtaining appropriate legal and
4 equitable relief for the acts of unfair competition, statutory violations and
5 other improprieties, and in obtaining adequate compensation for the
6 damages and injuries which DEFENDANT's actions have inflicted upon
7 the CALIFORNIA CLASS;

8 (f) There is a community of interest in ensuring that the combined assets of
9 DEFENDANT are sufficient to adequately compensate the members of
10 the CALIFORNIA CLASS for the injuries sustained;

11 (g) DEFENDANT has acted or refused to act on grounds generally applicable
12 to the CALIFORNIA CLASS, thereby making final class-wide relief
13 appropriate with respect to the CALIFORNIA CLASS as a whole;

14 (h) The members of the CALIFORNIA CLASS are readily ascertainable from
15 the business records of DEFENDANT; and,

16 (i) Class treatment provides manageable judicial treatment calculated to bring
17 a efficient and rapid conclusion to all litigation of all wage and hour
18 related claims arising out of the conduct of DEFENDANT as to the
19 members of the CALIFORNIA CLASS.

20 42. DEFENDANT maintains records from which the Court can ascertain and identify
21 by job title each of DEFENDANT's employees who have been intentionally subjected to
22 DEFENDANT's company policy, practices and procedures as herein alleged. PLAINTIFF will
23 seek leave to amend the Complaint to include any additional job titles of similarly situated
24 employees when they have been identified.

25
26 **THE CALIFORNIA LABOR SUB-CLASS**

27 43. PLAINTIFF further brings the Second, Third, Fourth, Fifth, Sixth, Seventh and
28 Eighth causes Action on behalf of a California sub-class, defined as all members of the

1 CALIFORNIA CLASS who are or previously were employed by OSL Retail Services Corp.
2 and/or OSL Retail Services California LLC in California and classified as non exempt
3 employees (the “CALIFORNIA LABOR SUB-CLASS”) at any time during the period three (3)
4 years prior to the filing of the complaint and ending on the date as determined by the Court (the
5 “CALIFORNIA LABOR SUB-CLASS PERIOD”) pursuant to Cal. Code of Civ. Proc. § 382.
6 The amount in controversy for the aggregate claim of CALIFORNIA LABOR SUB-CLASS
7 Members is under five million dollars (\$5,000,000.00).

8 44. DEFENDANT, in violation of the applicable Labor Code, Industrial Welfare
9 Commission (“IWC”) Wage Order requirements, and the applicable provisions of California
10 law, intentionally, knowingly, and wilfully, engaged in a practice whereby DEFENDANT failed
11 to correctly calculate compensation for the time worked by PLAINTIFF and the other members
12 of the CALIFORNIA LABOR SUB-CLASS and reporting time wages owed to these
13 employees, even though DEFENDANT enjoyed the benefit of this work, required employees
14 to perform this work and permitted or suffered to permit this work. DEFENDANT has denied
15 these CALIFORNIA LABOR SUB-CLASS Members wages to which these employees are
16 entitled in order to unfairly cheat the competition and unlawfully profit. To the extent equitable
17 tolling operates to toll claims by the CALIFORNIA LABOR SUB-CLASS against
18 DEFENDANT, the CALIFORNIA LABOR SUB-CLASS PERIOD should be adjusted
19 accordingly.

20 45. DEFENDANT maintains records from which the Court can ascertain and identify
21 by name and job title, each of DEFENDANT’s employees who have been intentionally
22 subjected to DEFENDANT’s company policy, practices and procedures as herein alleged.
23 PLAINTIFF will seek leave to amend the complaint to include any additional job titles of
24 similarly situated employees when they have been identified.

25 46. The CALIFORNIA LABOR SUB-CLASS is so numerous that joinder of all
26 CALIFORNIA LABOR SUB-CLASS Members is impracticable.

27 47. Common questions of law and fact exist as to members of the CALIFORNIA
28 LABOR SUB-CLASS, including, but not limited, to the following:

- 1 (a) Whether DEFENDANT unlawfully failed to correctly calculate and pay
2 compensation due to members of the CALIFORNIA LABOR SUB-
3 CLASS for missed meal and rest breaks in violation of the California
4 Labor Code and California regulations and the applicable California Wage
5 Order;
- 6 (b) Whether DEFENDANT failed to provide the PLAINTIFF and the other
7 members of the CALIFORNIA LABOR SUB-CLASS with accurate
8 itemized wage statements;
- 9 (c) Whether DEFENDANT has engaged in unfair competition by the
10 above-listed conduct;
- 11 (d) The proper measure of damages and penalties owed to the members of the
12 CALIFORNIA LABOR SUB-CLASS; and,
- 13 (e) Whether DEFENDANT's conduct was willful.

14 48. DEFENDANT violated the rights of the CALIFORNIA LABOR SUB-CLASS
15 under California law by:

- 16 (a) Violating Cal. Lab. Code §§ 510, *et seq.*, by failing to correctly pay the
17 PLAINTIFF and the members of the CALIFORNIA LABOR SUB-
18 CLASS all wages due for overtime worked, for which DEFENDANT is
19 liable pursuant to Cal. Lab. Code § 1194;
- 20 (b) Violating Cal. Lab. Code §§ 1194, 1197 & 1197.1 *et seq.*, by failing to
21 accurately pay PLAINTIFF and the members of the CALIFORNIA
22 LABOR SUB-CLASS the correct minimum wage pay for which
23 DEFENDANT is liable pursuant to Cal. Lab. Code §§ 1194 and 1197;
- 24 (c) Violating Cal. Lab. Code § 226, by failing to provide PLAINTIFF and the
25 members of the CALIFORNIA LABOR SUB-CLASS with an accurate
26 itemized statement in writing showing the corresponding correct amount
27 of wages earned by the employee;
- 28 (d) Violating Cal. Lab. Code §§ 226.7 and 512, by failing to provide

1 PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-
2 CLASS with all legally required off-duty, uninterrupted thirty (30) minute
3 meal breaks and the legally required off-duty rest breaks;

- 4 (e) Violating Cal. Lab. Code §§ 201, 202 and/or 203, which provides that
5 when an employee is discharged or quits from employment, the employer
6 must pay the employee all wages due without abatement, by failing to
7 tender full payment and/or restitution of wages owed or in the manner
8 required by California law to the members of the CALIFORNIA LABOR
9 SUB-CLASS who have terminated their employment; and,
10 (f) Violating Cal. Lab. Code § 2802 by failing to reimburse PLAINTIFF and
11 the CALIFORNIA LABOR SUB-CLASS members with necessary
12 expenses incurred in the discharge of their job duties.

13 49. This Class Action meets the statutory prerequisites for the maintenance of a Class
14 Action as set forth in Cal. Code of Civ. Proc. § 382, in that:

- 15 (a) The persons who comprise the CALIFORNIA LABOR SUB-CLASS are
16 so numerous that the joinder of all CALIFORNIA LABOR SUB-CLASS
17 Members is impracticable and the disposition of their claims as a class
18 will benefit the parties and the Court;
19 (b) Nearly all factual, legal, statutory, declaratory and injunctive relief issues
20 that are raised in this Complaint are common to the CALIFORNIA
21 LABOR SUB-CLASS and will apply to every member of the
22 CALIFORNIA LABOR SUB-CLASS;
23 (c) The claims of the representative PLAINTIFF are typical of the claims of
24 each member of the CALIFORNIA LABOR SUB-CLASS. PLAINTIFF,
25 like all the other members of the CALIFORNIA LABOR SUB-CLASS,
26 was a non-exempt employee paid on an hourly basis who was subjected
27 to the DEFENDANT's practice and policy which failed to pay the correct
28 amount of wages due to the CALIFORNIA LABOR SUB-CLASS.

1 PLAINTIFF sustained economic injury as a result of DEFENDANT's
2 employment practices. PLAINTIFF and the members of the
3 CALIFORNIA LABOR SUB-CLASS were and are similarly or
4 identically harmed by the same unlawful, deceptive, and unfair
5 misconduct engaged in by DEFENDANT; and,

- 6 (d) The representative PLAINTIFF will fairly and adequately represent and
7 protect the interest of the CALIFORNIA LABOR SUB-CLASS, and has
8 retained counsel who are competent and experienced in Class Action
9 litigation. There are no material conflicts between the claims of the
10 representative PLAINTIFF and the members of the CALIFORNIA
11 LABOR SUB-CLASS that would make class certification inappropriate.
12 Counsel for the CALIFORNIA LABOR SUB-CLASS will vigorously
13 assert the claims of all CALIFORNIA LABOR SUB-CLASS Members.

14 50. In addition to meeting the statutory prerequisites to a Class Action, this action is
15 properly maintained as a Class Action pursuant to Cal. Code of Civ. Proc. § 382, in that:

- 16 (a) Without class certification and determination of declaratory, injunctive,
17 statutory and other legal questions within the class format, prosecution of
18 separate actions by individual members of the CALIFORNIA LABOR
19 SUB-CLASS will create the risk of:

- 20 1) Inconsistent or varying adjudications with respect to individual
21 members of the CALIFORNIA LABOR SUB-CLASS which
22 would establish incompatible standards of conduct for the parties
23 opposing the CALIFORNIA LABOR SUB-CLASS; or,
24 2) Adjudication with respect to individual members of the
25 CALIFORNIA LABOR SUB-CLASS which would as a practical
26 matter be dispositive of interests of the other members not party to
27 the adjudication or substantially impair or impede their ability to
28 protect their interests.

1 (b) The parties opposing the CALIFORNIA LABOR SUB-CLASS have acted
2 or refused to act on grounds generally applicable to the CALIFORNIA
3 LABOR SUB-CLASS, making appropriate class-wide relief with respect
4 to the CALIFORNIA LABOR SUB-CLASS as a whole in that
5 DEFENDANT fails to pay all wages due. Including the correct wages for
6 all time worked by the members of the CALIFORNIA LABOR SUB-
7 CLASS as required by law;

8 (c) Common questions of law and fact predominate as to the members of the
9 CALIFORNIA LABOR SUB-CLASS, with respect to the practices and
10 violations of California Law as listed above, and predominate over any
11 question affecting only individual CALIFORNIA LABOR SUB-CLASS
12 Members, and a Class Action is superior to other available methods for
13 the fair and efficient adjudication of the controversy, including
14 consideration of:

15 1) The interests of the members of the CALIFORNIA LABOR SUB-
16 CLASS in individually controlling the prosecution or defense of
17 separate actions in that the substantial expense of individual
18 actions will be avoided to recover the relatively small amount of
19 economic losses sustained by the individual CALIFORNIA
20 LABOR SUB-CLASS Members when compared to the substantial
21 expense and burden of individual prosecution of this litigation;

22 2) Class certification will obviate the need for unduly duplicative
23 litigation that would create the risk of:

24 A. Inconsistent or varying adjudications with respect to
25 individual members of the CALIFORNIA LABOR SUB-
26 CLASS, which would establish incompatible standards of
27 conduct for the DEFENDANT; and/or,

28 B. Adjudications with respect to individual members of the

CALIFORNIA LABOR SUB-CLASS would as a practical matter be dispositive of the interests of the other members not parties to the adjudication or substantially impair or impede their ability to protect their interests;

3) In the context of wage litigation because a substantial number of individual CALIFORNIA LABOR SUB-CLASS Members will avoid asserting their legal rights out of fear of retaliation by DEFENDANT, which may adversely affect an individual's job with DEFENDANT or with a subsequent employer, the Class Action is the only means to assert their claims through a representative; and,

4) A class action is superior to other available methods for the fair and efficient adjudication of this litigation because class treatment will obviate the need for unduly and unnecessary duplicative litigation that is likely to result in the absence of certification of this action pursuant to Cal. Code of Civ. Proc. § 382.

51. This Court should permit this action to be maintained as a Class Action pursuant to Cal. Code of Civ. Proc. § 382 because:

(a) The questions of law and fact common to the CALIFORNIA LABOR SUB-CLASS predominate over any question affecting only individual CALIFORNIA LABOR SUB-CLASS Members;

(b) A Class Action is superior to any other available method for the fair and efficient adjudication of the claims of the members of the CALIFORNIA LABOR SUB-CLASS because in the context of employment litigation a substantial number of individual CALIFORNIA LABOR SUB-CLASS Members will avoid asserting their rights individually out of fear of retaliation or adverse impact on their employment;

(c) The members of the CALIFORNIA LABOR SUB-CLASS are so

1 numerous that it is impractical to bring all members of the CALIFORNIA
2 LABOR SUB-CLASS before the Court;

3 (d) PLAINTIFF, and the other CALIFORNIA LABOR SUB-CLASS
4 Members, will not be able to obtain effective and economic legal redress
5 unless the action is maintained as a Class Action;

6 (e) There is a community of interest in obtaining appropriate legal and
7 equitable relief for the acts of unfair competition, statutory violations and
8 other improprieties, and in obtaining adequate compensation for the
9 damages and injuries which DEFENDANT's actions have inflicted upon
10 the CALIFORNIA LABOR SUB-CLASS;

11 (f) There is a community of interest in ensuring that the combined assets of
12 DEFENDANT are sufficient to adequately compensate the members of
13 the CALIFORNIA LABOR SUB-CLASS for the injuries sustained;

14 (g) DEFENDANT has acted or refused to act on grounds generally applicable
15 to the CALIFORNIA LABOR SUB-CLASS, thereby making final class-
16 wide relief appropriate with respect to the CALIFORNIA LABOR SUB-
17 CLASS as a whole;

18 (h) The members of the CALIFORNIA LABOR SUB-CLASS are readily
19 ascertainable from the business records of DEFENDANT. The
20 CALIFORNIA LABOR SUB-CLASS consists of all CALIFORNIA
21 CLASS Members who worked for DEFENDANT in California at any
22 time during the CALIFORNIA LABOR SUB-CLASS PERIOD; and,

23 (i) Class treatment provides manageable judicial treatment calculated to bring
24 a efficient and rapid conclusion to all litigation of all wage and hour
25 related claims arising out of the conduct of DEFENDANT as to the
26 members of the CALIFORNIA LABOR SUB-CLASS.

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1 **FIRST CAUSE OF ACTION**

2 **For Unlawful Business Practices**

3 **[Cal. Bus. And Prof. Code §§ 17200, *et seq.*]**

4 **(By PLAINTIFF and the CALIFORNIA CLASS and Against All Defendants)**

5 52. PLAINTIFF, and the other members of the CALIFORNIA CLASS, reallege and
6 incorporate by this reference, as though fully set forth herein, the prior paragraphs of this
7 Complaint.

8 53. DEFENDANT is a “person” as that term is defined under Cal. Bus. and Prof.
9 Code § 17021.

10 54. California Business & Professions Code §§ 17200, *et seq.* (the “UCL”) defines
11 unfair competition as any unlawful, unfair, or fraudulent business act or practice. Section
12 17203 authorizes injunctive, declaratory, and/or other equitable relief with respect to unfair
13 competition as follows:

14 Any person who engages, has engaged, or proposes to engage in unfair
15 competition may be enjoined in any court of competent jurisdiction. The court
16 may make such orders or judgments, including the appointment of a receiver, as
17 may be necessary to prevent the use or employment by any person of any practice
which constitutes unfair competition, as defined in this chapter, or as may be
necessary to restore to any person in interest any money or property, real or
personal, which may have been acquired by means of such unfair competition.

18 Cal. Bus. & Prof. Code § 17203.

19 55. By the conduct alleged herein, DEFENDANT has engaged and continues to
20 engage in a business practice which violates California law, including but not limited to, the
21 applicable Industrial Wage Order(s), the California Code of Regulations and the California
22 Labor Code including Sections 204 *et seq.*, 210, 221, 226.7, 246, 510, 512, 1194, 1197, 1197.1,
23 1198, 2802 and the Fair Labor Standards Act and federal regulations promulgated thereunder,
24 for which this Court should issue declaratory and other equitable relief pursuant to Cal. Bus.
25 & Prof. Code § 17203 as may be necessary to prevent and remedy the conduct held to constitute
26 unfair competition, including restitution of wages wrongfully withheld.

27 56. By the conduct alleged herein, DEFENDANT’s practices were unlawful and
28 unfair in that these practices violate public policy, were immoral, unethical, oppressive,

1 unscrupulous or substantially injurious to employees, and were without valid justification or
2 utility for which this Court should issue equitable and injunctive relief pursuant to Section
3 17203 of the California Business & Professions Code, including restitution of wages wrongfully
4 withheld.

5 57. By the conduct alleged herein, DEFENDANT's practices were deceptive and
6 fraudulent in that DEFENDANT's policy and practice failed to provide the legally mandated
7 meal and rest periods, the required amount of compensation for missed meal and rest periods
8 and overtime and minimum wages owed, failed to timely pay wages, and failed to reimburse
9 al necessary business expenses incurred, and failed to provide Fair Labor Standards Act
10 overtime wages due for overtime worked as a result of failing to include non-discretionary
11 incentive compensation into their regular rates of pay for purposes of computing the proper
12 overtime pay due to a business practice that cannot be justified, pursuant to the applicable Cal.
13 Lab. Code, and Industrial Welfare Commission requirements in violation of Cal. Bus. Code §§
14 17200, *et seq.*, and for which this Court should issue injunctive and equitable relief, pursuant
15 to Cal. Bus. & Prof. Code § 17203, including restitution of wages wrongfully withheld.

16 58. By the conduct alleged herein, DEFENDANT's practices were also unlawful,
17 unfair and deceptive in that DEFENDANT's employment practices caused PLAINTIFF and the
18 other members of the CALIFORNIA CLASS to be underpaid during their employment with
19 DEFENDANT.

20 59. By the conduct alleged herein, DEFENDANT's practices were also unlawful,
21 unfair and deceptive in that DEFENDANT's policies, practices and procedures failed to provide
22 all legally required meal breaks to PLAINTIFF and the other members of the CALIFORNIA
23 CLASS as required by Cal. Lab. Code §§ 226.7 and 512.

24 60. Therefore, PLAINTIFF demands on behalf of himself and on behalf of each
25 CALIFORNIA CLASS Member, one (1) hour of pay for each workday in which an off-duty
26 meal period was not timely provided for each five (5) hours of work, and/or one (1) hour of pay
27 for each workday in which a second off-duty meal period was not timely provided for each ten
28 (10) hours of work.

1 61. PLAINTIFF further demands on behalf of himself and each member of the
2 CALIFORNIA LABOR SUB-CLASS, one (1) hour of pay for each workday in which an off
3 duty paid rest period was not timely provided as required by law.

4 62. By and through the unlawful and unfair business practices described herein,
5 DEFENDANT has obtained valuable property, money and services from PLAINTIFF and the
6 other members of the CALIFORNIA CLASS, including earned wages for all time worked, and
7 has deprived them of valuable rights and benefits guaranteed by law and contract, all to the
8 detriment of these employees and to the benefit of DEFENDANT so as to allow DEFENDANT
9 to unfairly compete against competitors who comply with the law.

10 63. All the acts described herein as violations of, among other things, the Industrial
11 Welfare Commission Wage Orders, the California Code of Regulations, and the California
12 Labor Code, were unlawful and in violation of public policy, were immoral, unethical,
13 oppressive and unscrupulous, were deceptive, and thereby constitute unlawful, unfair and
14 deceptive business practices in violation of Cal. Bus. & Prof. Code §§ 17200, *et seq.*

15 64. PLAINTIFF and the other members of the CALIFORNIA CLASS are entitled to,
16 and do, seek such relief as may be necessary to restore to them the money and property which
17 DEFENDANT has acquired, or of which PLAINTIFF and the other members of the
18 CALIFORNIA CLASS have been deprived, by means of the above described unlawful and
19 unfair business practices, including earned but unpaid wages for all time worked.

20 65. PLAINTIFF and the other members of the CALIFORNIA CLASS are further
21 entitled to, and do, seek a declaration that the described business practices are unlawful, unfair
22 and deceptive, and that injunctive relief should be issued restraining DEFENDANT from
23 engaging in any unlawful and unfair business practices in the future.

24 66. PLAINTIFF and the other members of the CALIFORNIA CLASS have no plain,
25 speedy and/or adequate remedy at law that will end the unlawful and unfair business practices
26 of DEFENDANT. Further, the practices herein alleged presently continue to occur unabated.
27 As a result of the unlawful and unfair business practices described herein, PLAINTIFF and the
28 other members of the CALIFORNIA CLASS have suffered and will continue to suffer

1 irreparable legal and economic harm unless DEFENDANT is restrained from continuing to
2 engage in these unlawful and unfair business practices.

3
4 **SECOND CAUSE OF ACTION**

5 **For Failure To Pay Minimum Wages**

6 **[Cal. Lab. Code §§ 1194, 1197 and 1197.1]**

7 **(By PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS**

8 **and Against All Defendants)**

9 67. PLAINTIFF, and the other members of the CALIFORNIA LABOR SUB-
10 CLASS, reallege and incorporate by this reference, as though fully set forth herein, the prior
11 paragraphs of this Complaint.

12 68. PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS
13 bring a claim for DEFENDANT's willful and intentional violations of the California Labor
14 Code and the Industrial Welfare Commission requirements for DEFENDANT's failure to
15 accurately calculate and pay minimum wages to PLAINTIFF and CALIFORNIA CLASS
16 Members.

17 69. Pursuant to Cal. Lab. Code § 204, other applicable laws and regulations, and
18 public policy, an employer must timely pay its employees for all hours worked.

19 70. Cal. Lab. Code § 1197 provides the minimum wage for employees fixed by the
20 commission is the minimum wage to be paid to employees, and the payment of a less wage than
21 the minimum so fixed is unlawful.

22 71. Cal. Lab. Code § 1194 establishes an employee's right to recover unpaid wages,
23 including minimum wage compensation and interest thereon, together with the costs of suit.

24 72. DEFENDANT maintained a wage practice of paying PLAINTIFF and the other
25 members of the CALIFORNIA LABOR SUB-CLASS without regard to the correct amount of
26 time they work. As set forth herein, DEFENDANT's policy and practice was to unlawfully and
27 intentionally deny timely payment of wages due to PLAINTIFF and the other members of the
28 CALIFORNIA LABOR SUB-CLASS.

1 73. DEFENDANT's unlawful wage and hour practices manifested, without
2 limitation, applicable to the CALIFORNIA LABOR SUB-CLASS as a whole, as a result of
3 implementing a policy and practice that denies accurate compensation to PLAINTIFF and the
4 other members of the CALIFORNIA LABOR SUB-CLASS in regards to minimum wage pay.

5 74. In committing these violations of the California Labor Code, DEFENDANT
6 inaccurately calculated the correct time worked and consequently underpaid the actual time
7 worked by PLAINTIFF and other members of the CALIFORNIA LABOR SUB-CLASS.
8 DEFENDANT acted in an illegal attempt to avoid the payment of all earned wages, and other
9 benefits in violation of the California Labor Code, the Industrial Welfare Commission
10 requirements and other applicable laws and regulations.

11 75. As a direct result of DEFENDANT's unlawful wage practices as alleged herein,
12 PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS did not
13 receive the correct minimum wage compensation for their time worked for DEFENDANT.

14 76. During the CALIFORNIA LABOR SUB-CLASS PERIOD, DEFENDANT
15 required, permitted or suffered PLAINTIFF and CALIFORNIA LABOR SUB-CLASS
16 Members to work without paying them for all the time they were under DEFENDANT's
17 control. During the CALIFORNIA LABOR SUB-CLASS PERIOD, PLAINTIFF and the other
18 members of the CALIFORNIA LABOR SUB-CLASS were paid less for time worked that they
19 were entitled to, constituting a failure to pay all earned wages.

20 77. By virtue of DEFENDANT's unlawful failure to accurately pay all earned
21 compensation to PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-
22 CLASS for the true time they worked, PLAINTIFF and the other members of the
23 CALIFORNIA LABOR SUB-CLASS have suffered and will continue to suffer an economic
24 injury in amounts which are presently unknown to them and which will be ascertained
25 according to proof at trial.

26 78. DEFENDANT knew or should have known that PLAINTIFF and the other
27 members of the CALIFORNIA LABOR SUB-CLASS were under compensated for their time
28 worked. DEFENDANT elected, either through intentional malfeasance or gross nonfeasance,

1 to not pay employees for their labor as a matter of company policy, practice and procedure, and
2 DEFENDANT perpetrated this scheme by refusing to pay PLAINTIFF and the other members
3 of the CALIFORNIA LABOR SUB-CLASS the correct minimum wages for their time worked.

4 79. In performing the acts and practices herein alleged in violation of California labor
5 laws, and refusing to compensate the members of the CALIFORNIA LABOR SUB-CLASS for
6 all time worked and provide them with the requisite compensation, DEFENDANT acted and
7 continues to act intentionally, oppressively, and maliciously toward PLAINTIFF and the other
8 members of the CALIFORNIA LABOR SUB-CLASS with a conscious and utter disregard for
9 their legal rights, or the consequences to them, and with the despicable intent of depriving them
10 of their property and legal rights, and otherwise causing them injury in order to increase
11 company profits at the expense of these employees.

12 80. PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS
13 therefore request recovery of all unpaid wages, according to proof, interest, statutory costs, as
14 well as the assessment of any statutory penalties against DEFENDANT, in a sum as provided
15 by the California Labor Code and/or other applicable statutes. To the extent minimum wage
16 compensation is determined to be owed to the CALIFORNIA LABOR SUB-CLASS Members
17 who have terminated their employment, DEFENDANT's conduct also violates Labor Code §§
18 201 and/or 202, and therefore these individuals are also be entitled to waiting time penalties
19 under Cal. Lab. Code § 203, which penalties are sought herein on behalf of these
20 CALIFORNIA LABOR SUB-CLASS Members. DEFENDANT's conduct as alleged herein
21 was willful, intentional and not in good faith. Further, PLAINTIFF and other CALIFORNIA
22 LABOR SUB-CLASS Members are entitled to seek and recover statutory costs.

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1 **THIRD CAUSE OF ACTION**

2 **For Failure To Pay Overtime Compensation**

3 **[Cal. Lab. Code §§ 510, *et seq.*]**

4 **(By PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS and Against All**
5 **Defendants)**

6 81. PLAINTIFF, and the other members of the CALIFORNIA LABOR SUB-CLASS,
7 reallege and incorporate by this reference, as though full set forth herein, the prior paragraphs
8 of this Complaint.

9 82. PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS
10 bring a claim for DEFENDANT's willful and intentional violations of the California Labor
11 Code and the Industrial Welfare Commission requirements for DEFENDANT's failure to pay
12 these employees for all overtime worked, including, work performed in excess of eight (8)
13 hours in a workday, and/or twelve (12) hours in a workday, and/or forty (40) hours in any
14 workweek.

15 83. Pursuant to Cal. Lab. Code § 204, other applicable laws and regulations, and
16 public policy, an employer must timely pay its employees for all hours worked.

17 84. Cal. Lab. Code § 510 further provides that employees in California shall not be
18 employed more than eight (8) hours per workday and more than forty (40) hours per workweek
19 unless they receive additional compensation beyond their regular wages in amounts specified
20 by law.

21 85. Cal. Lab. Code § 1194 establishes an employee's right to recover unpaid wages,
22 including minimum wage and overtime compensation and interest thereon, together with the
23 costs of suit. Cal. Lab. Code § 1198 further states that the employment of an employee for
24 longer hours than those fixed by the Industrial Welfare Commission is unlawful.

25 86. During the CALIFORNIA LABOR SUB-CLASS PERIOD, PLAINTIFF and
26 CALIFORNIA LABOR SUB-CLASS Members were required, permitted or suffered by
27 DEFENDANT to work for DEFENDANT and were not paid for all the time they worked,
28 including overtime work.

1 87. DEFENDANT's unlawful wage and hour practices manifested, without
2 limitation, applicable to the CALIFORNIA LABOR SUB-CLASS as a whole, as a result of
3 implementing a policy and practice that failed to accurately record overtime worked by
4 PLAINTIFF and other CALIFORNIA LABOR SUB-CLASS Members and denied accurate
5 compensation to PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-
6 CLASS for overtime worked, including, the overtime work performed in excess of eight (8)
7 hours in a workday, and/or twelve (12) hours in a workday, and/or forty (40) hours in any
8 workweek.

9 88. In committing these violations of the California Labor Code, DEFENDANT
10 inaccurately recorded overtime worked and consequently underpaid the overtime worked by
11 PLAINTIFF and other CALIFORNIA LABOR-SUB CLASS Members. DEFENDANT acted
12 in an illegal attempt to avoid the payment of all earned wages, and other benefits in violation
13 of the California Labor Code, the Industrial Welfare Commission requirements and other
14 applicable laws and regulations.

15 89. As a direct result of DEFENDANT's unlawful wage practices as alleged herein,
16 the PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS did not
17 receive full compensation for overtime worked.

18 90. Cal. Lab. Code § 515 sets out various categories of employees who are exempt
19 from the overtime requirements of the law. None of these exemptions are applicable to the
20 PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS. Further,
21 PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS were not
22 subject to a valid collective bargaining agreement that would preclude the causes of action
23 contained herein this Complaint. Rather, PLAINTIFF brings this Action on behalf of himself
24 and the CALIFORNIA LABOR SUB-CLASS based on DEFENDANT's violations of non-
25 negotiable, non-waiveable rights provided by the State of California.

26 91. During the CALIFORNIA LABOR SUB-CLASS PERIOD, PLAINTIFF and the
27 other members of the CALIFORNIA LABOR SUB-CLASS have been paid less for overtime
28 worked that they are entitled to, constituting a failure to pay all earned wages..

1 92. DEFENDANT failed to accurately pay the PLAINTIFF and the other members
2 of the CALIFORNIA LABOR SUB-CLASS overtime wages for the time they worked which
3 was in excess of the maximum hours permissible by law as required by Cal. Lab. Code §§ 510,
4 1194 & 1198, even though PLAINTIFF and the other members of the CALIFORNIA LABOR
5 SUB-CLASS were required to work, and did in fact work, overtime as to which DEFENDANT
6 failed to accurately record and pay as evidenced by DEFENDANT's business records and
7 witnessed by employees.

8 93. By virtue of DEFENDANT's unlawful failure to accurately pay all earned
9 compensation to PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-
10 CLASS for the true amount of time they worked, PLAINTIFF and the other members of the
11 CALIFORNIA LABOR SUB-CLASS have suffered and will continue to suffer an economic
12 injury in amounts which are presently unknown to them and which will be ascertained
13 according to proof at trial.

14 94. DEFENDANT knew or should have known that PLAINTIFF and the other
15 members of the CALIFORNIA LABOR SUB-CLASS were under compensated for all overtime
16 worked. DEFENDANT elected, either through intentional malfeasance or gross nonfeasance,
17 to not pay employees for their labor as a matter of company policy, practice and procedure, and
18 DEFENDANT perpetrated this scheme by refusing to pay PLAINTIFF and the other members
19 of the CALIFORNIA LABOR SUB-CLASS for overtime worked.

20 95. In performing the acts and practices herein alleged in violation of California labor
21 laws, and refusing to compensate the members of the CALIFORNIA LABOR SUB-CLASS for
22 all overtime worked and provide them with the requisite overtime compensation, DEFENDANT
23 acted and continues to act intentionally, oppressively, and maliciously toward PLAINTIFF and
24 the other members of the CALIFORNIA LABOR SUB-CLASS with a conscious of and utter
25 disregard for their legal rights, or the consequences to them, and with the despicable intent of
26 depriving them of their property and legal rights, and otherwise causing them injury in order
27 to increase company profits at the expense of these employees.

28 96. PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS

1 therefore request recovery of all overtime wages, according to proof, interest, statutory costs,
2 as well as the assessment of any statutory penalties against DEFENDANT, in a sum as provided
3 by the California Labor Code and/or other applicable statutes. To the extent minimum and/or
4 overtime compensation is determined to be owed to the CALIFORNIA LABOR SUB-CLASS
5 Members who have terminated their employment, DEFENDANT's conduct also violates Labor
6 Code §§ 201 and/or 202, and therefore these individuals are also be entitled to waiting time
7 penalties under Cal. Lab. Code § 203, which penalties are sought herein on behalf of these
8 CALIFORNIA LABOR SUB-CLASS Members. DEFENDANT's conduct as alleged herein
9 was willful, intentional and not in good faith. Further, PLAINTIFF and other CALIFORNIA
10 LABOR SUB-CLASS Members are entitled to seek and recover statutory costs.

11 **FOURTH CAUSE OF ACTION**

12 **For Failure to Provide Required Meal Periods**

13 **[Cal. Lab. Code §§ 226.7 & 512]**

14 **(By PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS and Against All**
15 **Defendants)**

16 97. PLAINTIFF, and the other members of the CALIFORNIA LABOR SUB-CLASS,
17 reallege and incorporate by this reference, as though fully set forth herein, the prior paragraphs
18 of this Complaint.

19 98. During the CALIFORNIA CLASS PERIOD, DEFENDANT from time to time
20 failed to provide all the legally required off-duty meal breaks to PLAINTIFF and the other
21 CALIFORNIA LABOR SUB-CLASS Members as required by the applicable Wage Order and
22 Labor Code. The nature of the work performed by PLAINTIFF and CALIFORNIA LABOR
23 SUB-CLASS MEMBERS did not prevent these employees from being relieved of all of their
24 duties for the legally required off-duty meal periods. As a result of their rigorous work
25 schedules, PLAINTIFF and other CALIFORNIA LABOR SUB-CLASS Members were from
26 time to time not fully relieved of duty by DEFENDANT for their meal periods. Additionally,
27 DEFENDANT's failure to provide PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS
28

1 Members with legally required meal breaks prior to their fifth (5th) hour of work is evidenced
2 by DEFENDANT's business records from time to time. Further, DEFENDANT failed to
3 provide PLAINTIFF and CALIFORNIA CLASS Members with a second off-duty meal period
4 in some workdays in which these employees were required by DEFENDANT to work ten (10)
5 hours of work from time to time. As a result, PLAINTIFF and other members of the
6 CALIFORNIA LABOR SUB-CLASS therefore forfeited meal breaks without additional
7 compensation and in accordance with DEFENDANT's strict corporate policy and practice.

8 99. DEFENDANT further violates California Labor Code §§ 226.7 and the applicable
9 IWC Wage Order by failing to compensate PLAINTIFF and CALIFORNIA LABOR SUB-
10 CLASS Members who were not provided a meal period, in accordance with the applicable
11 Wage Order, one additional hour of compensation at each employee's regular rate of pay for
12 each workday that a meal period was not provided.

13 100. As a proximate result of the aforementioned violations, PLAINTIFF and
14 CALIFORNIA LABOR SUB-CLASS Members have been damaged in an amount according
15 to proof at trial, and seek all wages earned and due, interest, penalties, expenses and costs of
16 suit.

17 18 **FIFTH CAUSE OF ACTION**

19 **For Failure to Provide Required Rest Periods**

20 **[Cal. Lab. Code §§ 226.7 & 512]**

21 **(By PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS and Against All**
22 **Defendants)**

23 101. PLAINTIFF, and the other members of the CALIFORNIA LABOR SUB-CLASS,
24 reallege and incorporate by this reference, as though fully set forth herein, the prior paragraphs
25 of this Complaint.

26 102. PLAINTIFF and other CALIFORNIA LABOR SUB-CLASS Members were from
27 time to time required to work in excess of four (4) hours without being provided ten (10) minute
28 rest periods. Further, these employees from time to time were denied their first rest periods of

1 at least ten (10) minutes for some shifts worked of at least two (2) to four (4) hours, a first and
2 second rest period of at least ten (10) minutes for some shifts worked of between six (6) and
3 eight (8) hours, and a first, second and third rest period of at least ten (10) minutes for some
4 shifts worked of ten (10) hours or more from time to time. PLAINTIFF and other
5 CALIFORNIA LABOR SUB-CLASS Members were also not provided with one hour wages
6 in lieu thereof. As a result of their rigorous work schedules, PLAINTIFF and other
7 CALIFORNIA LABOR SUB-CLASS Members were periodically denied their proper rest
8 periods by DEFENDANT and DEFENDANT's managers.

9 103. DEFENDANT further violated California Labor Code §§ 226.7 and the applicable
10 IWC Wage Order by failing to compensate PLAINTIFF and CALIFORNIA LABOR SUB-
11 CLASS Members who were not provided a rest period, in accordance with the applicable Wage
12 Order, one additional hour of compensation at each employee's regular rate of pay for each
13 workday that rest period was not provided.

14 104. As a proximate result of the aforementioned violations, PLAINTIFF and
15 CALIFORNIA LABOR SUB-CLASS Members have been damaged in an amount according
16 to proof at trial, and seek all wages earned and due, interest, penalties, expenses and costs of
17 suit.

18 **SIXTH CAUSE OF ACTION**

19 **For Failure to Provide Accurate Itemized Statements**

20 **[Cal. Lab. Code § 226]**

21 **(By PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS and Against All**
22 **Defendants)**

23 105. PLAINTIFF, and the other members of the CALIFORNIA LABOR SUB-
24 CLASS, reallege and incorporate by this reference, as though fully set forth herein, the prior
25 paragraphs of this Complaint.

26 106. Cal. Labor Code § 226 provides that an employer must furnish employees with
27 an "accurate itemized" statement in writing showing:

28 (1) gross wages earned,

1 (2) total hours worked by the employee, except for any employee whose
2 compensation is solely based on a salary and who is exempt from payment of
overtime under subdivision (a) of Section 515 or any applicable order of the
Industrial Welfare Commission,
3 (3) the number of piece-rate units earned and any applicable piece rate if the employee
is paid on a piece-rate basis,
4 (4) all deductions, provided that all deductions made on written orders of the
employee may be aggregated and shown as one item,
5 (5) net wages earned,
6 (6) the inclusive dates of the period for which the employee is paid,
7 (7) the name of the employee and his or her social security number, except that by
January 1, 2008, only the last four digits of his or her social security number or an
employee identification number other than a social security number may be shown on
the itemized statement,
8 (8) the name and address of the legal entity that is the employer, and
9 (9) all applicable hourly rates in effect during the pay period and the corresponding
number of hours worked at each hourly rate by the employee.

10 107. From time to time, DEFENDANT also failed to provide PLAINTIFF and the
11 other members of the CALIFORNIA LABOR SUB-CLASS with complete and accurate
12 wage statements which failed to show, among other things, the correct gross and net wages
13 earned. Cal. Lab. Code § 226 provides that every employer shall furnish each of his or her
14 employees with an accurate itemized wage statement in writing showing, among other
15 things, gross wages earned and all applicable hourly rates in effect during the pay period and
16 the corresponding amount of time worked at each hourly rate. Aside, from the violations
17 listed above in this paragraph, DEFENDANT failed to issue to PLAINTIFF an itemized
18 wage statement that lists all the requirements under California Labor Code 226 *et seq.* As a
19 result, DEFENDANT from time to time provided PLAINTIFF and the other members of the
20 CALIFORNIA LABOR SUB-CLASS with wage statements which violated Cal. Lab. Code
21 § 226.

22 108. DEFENDANT knowingly and intentionally failed to comply with Cal. Lab.
23 Code § 226, causing injury and damages to PLAINTIFF and the other members of the
24 CALIFORNIA LABOR SUB-CLASS. These damages include, but are not limited to, costs
25 expended calculating the correct wages for all missed meal and rest breaks and the amount
26 of employment taxes which were not properly paid to state and federal tax authorities.
27 These damages are difficult to estimate. Therefore, PLAINTIFF and the other members of
28 the CALIFORNIA LABOR SUB-CLASS may elect to recover liquidated damages of fifty

1 dollars (\$50.00) for the initial pay period in which the violation occurred, and one hundred
2 dollars (\$100.00) for each violation in a subsequent pay period pursuant to Cal. Lab. Code §
3 226, in an amount according to proof at the time of trial (but in no event more than four
4 thousand dollars (\$4,000.00) for PLAINTIFF and each respective member of the
5 CALIFORNIA LABOR SUB-CLASS herein).

6
7 **SEVENTH CAUSE OF ACTION**

8 **For Failure to Reimburse Employees for Required Expenses**

9 **[Cal. Lab. Code § 2802]**

10 **(By PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS and Against All**
11 **Defendants)**

12 109. PLAINTIFF and the other CALIFORNIA LABOR SUB-CLASS members
13 reallege and incorporate by this reference, as though fully set forth herein, the prior
14 paragraphs of this Complaint.

15 110. Cal. Lab. Code § 2802 provides, in relevant part, that:

16 An employer shall indemnify his or her employee for all necessary
17 expenditures or losses incurred by the employee in direct consequence of the
18 discharge of his or her duties, or of his or her obedience to the directions of
the employer, even though unlawful, unless the employee, at the time of
obeying the directions, believed them to be unlawful.

19 111. At all relevant times herein, DEFENDANT violated Cal. Lab. Code § 2802,
20 by failing to indemnify and reimburse PLAINTIFF and the CALIFORNIA LABOR SUB-
21 CLASS members for required expenses incurred in the discharge of their job duties for
22 DEFENDANT's benefit. DEFENDANT failed to reimburse PLAINTIFF and the
23 CALIFORNIA LABOR SUB-CLASS members for expenses which included, but were not
24 limited to, costs related to using their personal cellular phones on behalf of and for the
25 benefit of DEFENDANT. Specifically, PLAINTIFF and other CALIFORNIA LABOR
26 SUB-CLASS Members were required by DEFENDANT to use their personal cellular
27 phones in order to perform work related job tasks. DEFENDANT's policy and practice was
28

1 to not reimburse PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS members for
2 expenses resulting from using their personal cellular phones for DEFENDANT within the
3 course and scope of their employment for DEFENDANT. These expenses were necessary
4 to complete their principal job duties. DEFENDANT is estopped by DEFENDANT's
5 conduct to assert any waiver of this expectation. Although these expenses were necessary
6 expenses incurred by PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS members,
7 DEFENDANT failed to indemnify and reimburse PLAINTIFF and the CALIFORNIA
8 LABOR SUB-CLASS members for these expenses as an employer is required to do under
9 the laws and regulations of California.

10 112. PLAINTIFF therefore demands reimbursement for expenditures or losses
11 incurred by himself and the CALIFORNIA LABOR SUB-CLASS members in the discharge
12 of their job duties for DEFENDANT, or their obedience to the directions of DEFENDANT,
13 with interest at the statutory rate and costs under Cal. Lab. Code § 2802.

14 **EIGHTH CAUSE OF ACTION**

15 **For Failure to Pay Wages When Due**

16 **[Cal. Lab. Code §§ 201, 202, 203]**

17 **(By PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS**
18 **and Against All Defendants)**

19 104. PLAINTIFF, and the other members of the CALIFORNIA LABOR SUB-
20 CLASS, reallege and incorporate by reference, as though fully set forth herein, the prior
21 paragraphs of this Complaint.
22

23 105. Cal. Lab. Code § 200 provides, in relevant part, that:

24 As used in this article:

25 (a) "Wages" includes all amounts for labor performed by employees of
26 every description, whether the amount is fixed or ascertained by the
27 standard of time, task, piece, Commission basis, or other method of calculation.

28 (b) "Labor" includes labor, work, or service whether rendered or
performed under contract, subcontract, partnership, station plan, or other
agreement if the labor to be paid for is performed personally by the person
demanding payment.

106. Cal. Lab. Code § 201 provides, in relevant part, "that If an employer

1 discharges an employee, the wages earned and unpaid at the time of discharge are due and
2 payable immediately.”

3 107. Cal. Lab. Code § 202 provides, in relevant part, that:

4 If an employee not having a written contract for a definite period quits his
5 or her employment, his or her wages shall become due and payable not
6 later than 72 hours thereafter, unless the employee has given 72 hours
7 previous notice of his or her intention to quit, in which case the employee
8 is entitled to his or her wages at the time of quitting. Notwithstanding any
9 other provision of law, an employee who quits without providing a 72-
10 hour notice shall be entitled to receive payment by mail if he or she so
11 requests and designates a mailing address. The date of the mailing shall
12 constitute the date of payment for purposes of the requirement to provide
13 payment within 72 hours of the notice of quitting.

14 108. There was no definite term in PLAINTIFF’s or any CALIFORNIA LABOR
15 SUB-CLASS Members’ employment contract.

16 109. Cal. Lab. Code § 203 provides, in relevant part, that:

17 If an employer willfully fails to pay, without abatement or reduction, in
18 accordance with Sections 201, 201.5, 202, and 205.5, any wages of an
19 employee who is discharged or who quits, the wages of the employee shall
20 continue as a penalty from the due date thereof at the same rate until paid
21 or until an action therefor is commenced; but the wages shall not continue
22 for more than 30 days.

23 110. The employment of PLAINTIFF and many CALIFORNIA LABOR SUB-
24 CLASS Members has terminated and DEFENDANT has not tendered payment of all wages
25 owed as required by law.

26 111. Therefore, as provided by Cal Lab. Code § 203, on behalf of himself and the
27 members of the CALIFORNIA LABOR SUB-CLASS whose employment has terminated
28 and who have not been fully paid their wages due to them, PLAINTIFF demands thirty days
of pay as penalty for not paying all wages due at time of termination for all employees who
terminated employment during the CALIFORNIA LABOR SUB-CLASS PERIOD and
demands an accounting and payment of all wages due, plus interest and statutory costs as
allowed by law.

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1 **PRAYER FOR RELIEF**

2 WHEREFORE, PLAINTIFF prays for judgment against each Defendant, jointly and
3 severally, as follows:

4 1. On behalf of the CALIFORNIA CLASS:

- 5 A) That the Court certify the First Cause of Action asserted by the CALIFORNIA
6 CLASS as a class action pursuant to Cal. Code of Civ. Proc. § 382;
7 B) An order temporarily, preliminarily and permanently enjoining and restraining
8 DEFENDANT from engaging in similar unlawful conduct as set forth herein;
9 C) An order requiring DEFENDANT to pay all wages and all sums unlawfully
10 withheld from compensation due to PLAINTIFF and the other members of the
11 CALIFORNIA CLASS; and,
12 D) Restitutionary disgorgement of DEFENDANT's ill-gotten gains into a fluid fund
13 for restitution of the sums incidental to DEFENDANT's violations due to
14 PLAINTIFF and to the other members of the CALIFORNIA CLASS.

15 2. On behalf of the CALIFORNIA LABOR SUB-CLASS:

- 16 A) That the Court certify the Second, Third, Fourth, Fifth, Sixth, Seventh Causes of
17 Action asserted by the CALIFORNIA LABOR SUB-CLASS as a class action
18 pursuant to Cal. Code of Civ. Proc. § 382;
19 B) Compensatory damages, according to proof at trial, including compensatory
20 damages for minimum and overtime compensation due PLAINTIFF and the other
21 members of the CALIFORNIA LABOR SUB-CLASS, during the applicable
22 CALIFORNIA LABOR SUB-CLASS PERIOD plus interest thereon at the
23 statutory rate;
24 C) The greater of all actual damages or fifty dollars (\$50) for the initial pay period
25 in which a violation occurs and one hundred dollars (\$100) per each member of
26 the CALIFORNIA LABOR SUB-CLASS for each violation in a subsequent pay
27 period, not exceeding an aggregate penalty of four thousand dollars (\$4,000), and
28 an award of costs for violation of Cal. Lab. Code § 226;

- 1 D) Meal and rest period compensation pursuant to Cal. Lab. Code §§ 226.7, 512 and
2 the applicable IWC Wage Order;
- 3 E) For liquidated damages pursuant to California Labor Code Sections 1194.2 and
4 1197;
- 5 F) The amount of the expenses PLAINTIFF and each member of the CALIFORNIA
6 LABOR SUBCLASS incurred in the course of their job duties, plus interest, and
7 costs of suit.; and,
- 8 G) The wages of all terminated employees in the CALIFORNIA LABOR
9 SUB-CLASS as a penalty from the due date thereof at the same rate until paid or
10 until an action therefore is commenced, in accordance with Cal. Lab. Code § 203.

11 3. On all claims:

- 12 A) An award of interest, including prejudgment interest at the legal rate;
- 13 B) Such other and further relief as the Court deems just and equitable; and,
- 14 C) An award of penalties, attorneys' fees and cost of suit, as allowable under the
15 law, including, but not limited to, pursuant to Labor Code §221, §226, §1194,
16 and/or §2802.

17 Dated: November 8, 2021 BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

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19
20 By: _____
21 Norman B. Blumenthal
22 Attorneys for Plaintiff
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DEMAND FOR A JURY TRIAL

PLAINTIFF demands a jury trial on issues triable to a jury.

Dated: November 8, 2021 BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

By: _____
Norman B. Blumenthal
Attorneys for Plaintiff

From: noreply@salesforce.com on behalf of LWDA DO NOT REPLY
Sent: Monday, November 8, 2021 12:49 PM
To: nick@bamlawca.com
Subject: Thank you for submission of your PAGA Case.

11/8/2021

LWDA Case No. LWDA-CM-851611-21

Law Firm : Blumenthal Nordrehaug Bhowmik De Blouw LLP Plaintiff Name : Dexter Green

Employer: OSL Retail Services California LLC; OSL Retail Services Corp.

Filing Fee : \$75.00

IFP Claimed : No

Item submitted: Initial PAGA Notice

Thank you for your submission to the Labor and Workforce Development Agency. Please make a note of the LWDA Case No. above as you may need this number for future reference when filing any subsequent documents for this Case.

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm

EXHIBIT 6

From: [DIR PAGA Unit](#)
To: kyle@bamlawca.com
Subject: Thank you for your Proposed Settlement Submission
Date: Friday, February 14, 2025 11:02:42 AM

02/14/2025 11:02:28 AM

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

Item submitted: Proposed Settlement

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm