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State of California and Aggrieved Employees*

SUPERIOR STATE OF CALIFORNIA

COUNTY OF ALAMEDA

TYWANA PAULK, on behalf of the State of
California and Aggrieved Employees,

Plaintiff(s),

v.

GOBRANDS, INC., a Delaware
Corporation; GBL CALIFORNIA, LLC, a
Delaware Limited Liability Company and
GB LOGISTICS LLC d/b/a GOPUFF
LOGISTICS LLC, a Delaware Limited
Liability Company,

Defendants.

Lead Case No. 22CV007331

Hon. Julia Spain – Dept. 520

Consolidated with Case Nos. 22CV013580,
22CV013582, 23CV041050

**DECLARATION OF CAROLYN HUNT
COTTRELL IN SUPPORT OF PLAINTIFFS’
MOTION FOR APPROVAL
OF PAGA SETTLEMENT**

Date: May 10, 2024

Time: 2:00 p.m.

Dept.: 520

Res. ID: A-07331-005

Action Filed: February 22, 2022

GERALD HANNAFIN, on behalf of the
State of California and Aggrieved
Employees,

Plaintiff(s),

v.

GOBRANDS, INC., a Delaware
Corporation; GBL CALIFORNIA, LLC, a
Delaware Limited Liability Company; and
GB LOGISTICS LLC d/b/a GOPUFF
LOGISTICS LLC, a Delaware Limited
Liability Company

Defendants.

Case No. 22CV013580

Action Filed: June 29, 2022

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ERICA MEDRANO, on behalf of the State
of California and Aggrieved Employees,

Plaintiff(s),

v.

GOBRANDS, INC., a Delaware
Corporation; GBL CALIFORNIA, LLC, a
Delaware Limited Liability Company and
GB LOGISTICS LLC d/b/a GOPUFF
LOGISTICS LLC, a Delaware Limited
Liability Company,

Defendants.

Case No. 22CV013582
Action Filed: June 29, 2022

ANGEL GALLARDO, FARIS HAMATI,
DANTE MADDOX, AND JHOVANNY
NOLASCO, on behalf of the State of
California and Aggrieved Employees,

Plaintiffs,

v.

GOBRANDS, INC., a Delaware
Corporation; GBL CALIFORNIA, LLC, a
Delaware Limited Liability Company and
GB LOGISTICS LLC d/b/a GOPUFF
LOGISTICS LLC, a Delaware Limited
Liability Company,

Defendants.

Case No. 23CV041050
Action Filed: August 18, 2023

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1 *et al.* (Case No. 2:19-cv-01767-JAM-CKD) (Eastern District of California, March 13, 2023) (final
2 approval of California, Illinois, Oregon, and Washington class and FLSA collective action settlement);
3 *Campos v. Extra Express (Cerritos) Inc.* (Case No. BC715057) (Los Angeles Superior Court, Jan. 18,
4 2023) (final approval of California law wage and hour class action settlement alleging
5 misclassification of short haul delivery drivers); *Huddleston v. John Christner Trucking, LLC*, (Case
6 No. 4:17-cv-00549-GKF-CDL) (Northern District of Oklahoma, October 31, 2022) (final approval of
7 California and Oklahoma class and FLSA collective action settlement where Plaintiff obtained class
8 certification on behalf of misclassified truck drivers); *Tinaco v. Quik Stop Markets, Inc.* (Case No.
9 RG20061119) (Alameda County Superior Court, June 23, 2022) (final approval of a class action
10 settlement for failure to pay for all hours worked, failure to pay minimum and overtime wages, failure
11 to provide meal and rest breaks, waiting time penalties, and failure to provide itemized wage
12 statements, under California law); *Ramirez, et al. v. Rite Aid Corp., et al.* (Case No. CV 20-3531-GW-
13 SKx) (Central District of California, May 19, 2022) (final approval of California class action and
14 PAGA representative action settlement); *Madrigal v. Mission Lakes Country Club, Inc.* (Case No.
15 RIC2003428) (Riverside County Superior Court, May 18, 2022) (final approval of California class
16 action and PAGA representative action); *Hazel v. Himagine Sols., Inc.* (Case No. RG20068159)
17 (Alameda County Superior Court, Nov. 2, 2021) (final approval of a California class action settlement
18 for failure to pay for all hours worked, failure to pay minimum and overtime wages, failure to provide
19 meal and rest breaks, failure to reimburse necessary business expenditures, waiting time penalties, and
20 failure to provide itemized wage statements); *Pine Manor Investors, LLC v. FPI Mgmt., Inc.* (Case
21 No. 34-2018-00237315) (Sacramento County Superior Court, October 20, 2021) (final approval of a
22 California class action settlement in action that alleged improper billing for workers compensation
23 charges by an apartment complex management company); *Etcheverry v. Franciscan Health Sys., et al.*
24 (Case No. 3:19-cv-05261-RJB-MAT) (Western District of Washington, October 19, 2021) (final
25 approval of hybrid Fair Labor Standards Act and Washington class action); *Jean-Pierre, et al. v. J&L*
26 *Cable TV Services, Inc.* (Case No. 1:18-cv-11499-MLW) (District of Massachusetts, August 31, 2021)
27 (final approval of hybrid Fair Labor Standards Act and Massachusetts, New Hampshire, Maine, and
28 Pennsylvania class action); *Amaraut, et al. v. Sprint/United Mgmt. Co.* (Case No. 19-cv-411-WQH-

1 AHG) (Southern District of California, August 5, 2021) (final approval of hybrid Fair Labor Standards
2 Act and California Labor Code Rule 23 action); *Diaz, et al. v. TAK Commc'ns CA, Inc., et al.* (Case
3 No. RG20064706) (Alameda Superior Court, July 27, 2021) (final approval of hybrid Fair Labor
4 Standards Act and California Labor Code class action); *Villafan v. Broadpectrum Downstream Servs.,*
5 *Inc., et al.* (Case No. 3:18-cv-06741-LB) (Northern District of California, April 8, 2021) (final
6 approval of hybrid Fair Labor Standards Act and California law class action settlement for failure to
7 pay for all hours worked, failure to provide meal and rest breaks, unreimbursed business expenses,
8 waiting time penalties, and failure to provide itemized wage statements); *Jones, et al. v.*
9 *CertifiedSafety, Inc., et al.* (lead Case No. 3:17-cv-02229-EMC) (Northern District of California, June
10 1, 2020) (final approval of hybrid Fair Labor Standards Act and California, Washington, Illinois,
11 Minnesota, Alaska, and Ohio class action settlement for failure to pay for all hours worked, failure to
12 provide meal and rest breaks, unreimbursed business expenses, waiting time penalties, and failure to
13 provide itemized wage statements); *El Pollo Loco Wage and Hour Cases* (Case No. JCCP 4957)
14 (Orange County Superior Court, January 31, 2020) (final approval of a class action settlement for
15 failure to pay for all hours worked, failure to provide meal and rest breaks, unreimbursed business
16 expenses, waiting time penalties, and failure to provide itemized wage statements, under California
17 law); *Soto, et al. v. O.C. Commc'ns, Inc., et al.* (Case No. 3:17-cv-00251-VC) (Northern District of
18 California, Oct. 23, 2019) (final approval of a hybrid Fair Labor Standards Act and California and
19 Washington law Rule 23 action with joint employer allegations); *Manni v. Eugene N. Gordon, Inc.*
20 *d/b/a La-Z-Boy Furniture Galleries* (Case No. 34-2017-00223592) (Sacramento Superior Court) (final
21 approval of a class action settlement for failure to pay for all hours worked, failure to pay minimum
22 and overtime wages, failure to provide meal and rest breaks, waiting time penalties, and failure to
23 provide itemized wage statements, under California law); *Van Liew v. North Star Emergency Servs.,*
24 *Inc., et al.* (Case No. RG17876878) (Alameda County Superior Court) (final approval of a class action
25 settlement for failure to pay for all hours worked, failure to pay minimum and overtime wages, failure
26 to provide meal and rest breaks, failure to reimburse for necessary business expenditures, waiting time
27 penalties, and failure to provide itemized wage statements, under federal law); *Asalati v. Intel Corp.*
28 (Case No. 16cv302615) (Santa Clara Superior Court) (final approval of a class and collective action

1 settlement for failure to pay for all hours worked, failure to pay overtime, failure to provide meal and
2 rest breaks, failure to reimburse for necessary business expenditures, failure to adhere to California
3 record keeping requirements, waiting time penalties, and failure to provide itemized wage statements,
4 under federal and California law); *Harmon, et al. v. Diamond Wireless, LLC* (Case No. 34-2012-
5 00118898) (Sacramento Superior Court) (final approval of a class action settlement for failure to pay
6 wages free and clear, failure to pay overtime and minimum wages, failure to provide meal and rest
7 breaks, failure to pay full wages when due, failure to adhere to California record keeping requirements,
8 and failure to provide adequate seating, under California law); *Aguilar v. Hall AG Enterprises, Inc., et*
9 *al.* (Case No. BCV-16-10994-DRL) (Kern County Superior Court) (final approval of a class action
10 settlement for failure to provide meal and rest periods, failure to compensate for all hours worked,
11 failure to pay minimum and overtime wages, waiting time penalties, failure to provide itemized wage
12 statements, and failure to pay undiscounted wages, under California law); *Viceral and Krueger v.*
13 *Mistras Group, Inc.* (Case No. 3:15-cv-02198-EMC) (Chen, J.) (Northern District of California) (final
14 approval of a class and collective action settlement for failure to compensate for all hours worked,
15 including overtime, under federal and California law); *Jeter-Polk, et al. v. Casual Male Store, LLC, et*
16 *al.* (Case No. 5:14-CV-00891) (Central District of California) (final approval of a class action
17 settlement for failure to provide meal and rest periods, failure to compensate for all hours worked,
18 failure to pay overtime wages, unpaid wages and waiting time penalties, and failure to provide
19 itemized wage statements); *Meza, et al. v. S.S. Skikos, Inc., et al.* (Case No. 15-cv-01889-TEH)
20 (Northern District of California) (final approval of class and collective action settlement for failure to
21 compensate for all hours worked, including overtime, under federal and California law, failure to
22 provide meal and rest breaks, failure to reimburse for necessary business uniforms, failure to pay full
23 wages upon termination to, and failure to provide accurate itemized wage statements); *Holmes, et al.*
24 *v. Xpress Global Sys., Inc.* (Case No. 34-2015-00180822) (Sacramento Superior Court) (final approval
25 of a class action settlement for failure to provide meal and rest breaks and failure to provide accurate
26 itemized wage statements); *Guilbaud, et al. v. Sprint Nextel Corp. et al.* (Case No. 3:13-cv-04357-VC)
27 (Northern District of California) (final approval of a class and collective action settlement for failure
28 to compensate for all hours worked, including overtime, failure to provide meal and rest breaks, failure

1 to reimburse for necessary business uniforms, failure to pay full wages upon termination to, and failure
2 to provide accurate itemized wage statements); *Molina, et al. v. Railworks Track Sys., Inc.* (Case No.
3 BCV-15-10135) (Kern County Superior Court) (final approval of a class action settlement for failure
4 to provide meal and rest breaks, unpaid wages, unpaid overtime, off-the-clock work, failure to pay full
5 wages upon termination to, and failure to provide accurate itemized wage statements); *Allen, et al. v.*
6 *County of Monterey, et al.* (Case No. 5:13-cv-01659) (Northern District of California) (settlement
7 between FLSA Plaintiffs and Defendant to provide relief to affected employees); *Barrera v. Radix*
8 *Cable Holdings, Inc., et al.*, (Case No. CIV 1100505) (Marin County Superior Court) (final approval
9 of class action settlement for failure to provide meal and rest breaks to, off-the-clock work by, failure
10 to provide overtime compensation to, failure to reimburse business expenditures to, failure to pay full
11 wages upon termination to, and failure to provide accurate itemized wage statements to retention
12 specialists working for cable companies); *Glass Dimensions, Inc., et al. v. State Street Corp. et al.*,
13 (Case No. 1:10-cv-10588) (District of Massachusetts) (final approval of class action settlement for
14 claims of breach of fiduciary duty and self-dealing in violation of ERISA); *Friend, et al. v. The Hertz*
15 *Corp.*, (Case No. 3:07-052222) (Northern District of California) (settlement of claims that rental car
16 company misclassified non-exempt employees, failed to pay wages, failed to pay premium pay, and
17 failed to provide meal periods and rest periods); *Hollands v. Lincare, Inc., et al.*, (Case No. CGC-07-
18 465052) (San Francisco County Superior Court) (final approval of class action settlement for overtime
19 pay, off-the-clock work, unreimbursed expenses, and other wage and hour claims on behalf of a class
20 of center managers); *Jantz, et al. v. Colvin*, (Case No. 531-2006-00276X) (In the Equal Employment
21 Opportunity Commission Baltimore Field Office) (final approval of class action settlement for the
22 denial of promotions based on targeted disabilities); *Shemaria v. County of Marin*, (Case No. CV
23 082718) (Marin County Superior Court) (final approval of class action settlement on behalf of a class
24 of individuals with mobility disabilities denied access to various facilities owned, operated, and/or
25 maintained by the County of Marin); *Perez, et al. v. First Am. Title Ins. Co.*, (Case No. 2:08-cv-01184)
26 (District of Arizona) (final approval of class action settlement in action challenging unfair
27 discrimination by title insurance company); *Perez v. Rue21, Inc., et al.*, (Case No. CISCV167815)
28 (Santa Cruz County Superior Court) (final approval of class action settlement for failure to provide

1 meal and rest breaks to, and for off-the-clock work performed by, a class of retail employees); *Sosa*,
2 *et al. v. Dreyer's Grand Ice Cream, Inc., et al.*, (Case No. RG 08424366) (Alameda County Superior
3 Court) (final approval of class action settlement for failure to provide meal and rest breaks to, and for
4 off-the-clock work performed by, a class of ice cream manufacturing employees); *Villalpando v. Exel*
5 *Direct Inc., et al.* (Case Nos. 3:12-cv-04137 and 4:13-cv-03091) (Northern District of California)
6 (certified class action on behalf of delivery drivers allegedly misclassified as independent contractors);
7 *Choul, et al. v. Nebraska Beef, Ltd.* (Case Nos. 8:08-cv-90, 8:08-cv-99) (District of Nebraska) (final
8 approval of class action settlement for off-the-clock work by, and failure to provide overtime
9 compensation to, production-line employees of meat-packing plant); *Morales v. Farmland Foods, Inc.*
10 (Case No. 8:08-cv-504) (District of Nebraska) (FLSA certification for off-the-clock work by, and
11 failure to provide overtime compensation to, production-line employees of meat-packing plant);
12 *Barlow, et al. v. PRN Ambulance Inc.* (Case No. BC396728) (Los Angeles County Superior Court)
13 (final approval of class action settlement for failure to provide meal and rest breaks to and for off-the-
14 clock work by certified emergency medical technicians); *Espinosa, et al. v. National Beef, et al.* (Case
15 No. ECU0467) (Imperial Superior Court) (final approval of class action settlement for off-the-clock
16 work by, and failure to provide overtime compensation to, production-line employees of meat-packing
17 plant); *Wolfe, et al. v. California Check Cashing Stores, LLC, et al.* (Case Nos. CGC-08-479518 and
18 CGC-09-489635) (San Francisco Superior Court) (final approval of class action settlement for failure
19 to provide meal and rest breaks to, and for off-the-clock work by, employees at check cashing stores);
20 *Carlson v. eHarmony* (Case No. BC371958) (Los Angeles County Superior Court) (final approval of
21 class action settlement on behalf of gays and lesbians who were denied use of eHarmony); *Salcido v.*
22 *Cargill* (Case Nos. 1:07-CV-01347-LJO-GSA, 1:08-CV-00605-LJO-GSA) (Eastern District of
23 California) (final approval of class action settlement for off-the-clock work by production-line
24 employees of meat-packing plant); *Elkin v. Six Flags* (Case No. BC342633) (Los Angeles County
25 Superior Court) (final approval of class action settlement for missed meal and rest periods on behalf
26 of hourly workers at Six Flags amusement parks); *Jimenez v. Perot Sys. Corp.* (Case No. RG07335321)
27 (Alameda County Superior Court) (final approval of class action settlement for misclassification of
28 hospital clerical workers); *Chau v. CVS RX Servs., Inc.* (Case No. BC349224) (Los Angeles County

1 Superior Court) (final approval of class action settlement for failure to pay overtime to CVS
2 pharmacists); *Reed v. CALSTAR* (Case No. RG04155105) (Alameda County Superior Court) (certified
3 class action on behalf of flight nurses); *Nat'l Fed'n of the Blind v. Target* (Case No. C 06-01802 MHP)
4 (N.D. Cal.) (certified class action on behalf of all legally blind individuals in the United States who
5 have tried to access Target.com); *Bates v. United Parcel Serv., Inc.* (2004 WL 2370633) (N.D. Cal.)
6 (certified national class action on behalf of deaf employees of UPS); *Satchell v. FedEx Express, Inc.*
7 (Case No. 03-02659 SI) (N.D. Cal.) (certified regional class action alleging widespread discrimination
8 within FedEx); *Siddiqi v. Regents of the Univ. of California* (Case No. C-99-0790 SI) (N.D. Cal.)
9 (certified class action in favor of deaf plaintiffs alleging disability access violations at the University
10 of California); *Lopez v. San Francisco Unified School Dist.* (Case No. C-99-03260 SI) (N.D. Cal.)
11 (certified class action in favor of plaintiffs in class action against school district for widespread
12 disability access violations); *Campos v. San Francisco State Univ.* (Case No. C-97-02326 MCC) (N.D.
13 Cal.) (certified class action in favor of disabled plaintiffs for widespread disability access violations);
14 *Singleton v. Regents of the Univ. of California* (Case No. 807233-1) (Alameda County Superior Court)
15 (class settlement for women alleging gender discrimination at Lawrence Livermore National
16 Laboratory); *McMaster v. BCI Coca-Cola Bottling Co.* (Case No. RG04173735) (Alameda County
17 Superior Court) (final approval of class action settlement for drive-time required of Coca-Cola account
18 managers); *Portugal v. Macy's West, Inc.* (Case No. BC324247) (Los Angeles County Superior Court)
19 (California statewide wage and hour "misclassification" class action resulting in a class-wide \$3.25
20 million settlement); *Taormina v. Siebel Sys., Inc.* (Case No. RG05219031) (Alameda County Superior
21 Court) (final approval of class action settlement for misclassification of Siebel's inside sales
22 employees); *Joseph v. The Limited, Inc.* (Case No. CGC-04-437118) (San Francisco County Superior
23 Court) (final approval of class action settlement for failure to provide meal and rest periods to
24 employees of The Limited stores); *Rios v. Siemens Corp.* (Case No. C05-04697 PJH) (N.D. Cal.) (final
25 approval of class action settlement for failure to pay accrued vacation pay upon end of employment);
26 *DeSoto v. Sears, Roebuck & Co.* (Case No. RG0309669) (Alameda County Superior Court) and
27 *Lenahan v. Sears, Roebuck & Co.* (Case No. 3-02-CV-000045 (SRC) (TJB)) (final approval of class
28 action settlement for failure to pay Sears drivers for all hours worked); among many others.

Further, Judge Gregory K. Frizzell of the United States District Court for the Northern District of Oklahoma recently praised the skill of this litigation team as class action litigators in *Huddleston v. John Christner Trucking, LLC* (N.D. Okla., No. 4:17-cv-00549-GKF-CDL, October 31, 2022, ECF 285). At final approval, Judge Frizzell found that “Class Counsel have extensive experience, reputation, and ability that propelled the excellent result obtained for the Class Members” and that, prior to settlement, “Class Counsel successfully certified three groups of class members on distinct theories of liability, representing significant novelty and difficulty and requiring substantial skill.” Judge William Q. Hayes of the United States District Court for the Southern District of California also praised this team as class action litigators in *Amaraut v. Sprint/United Mgmt. Co.*, 2021 WL 3419232, 2021 U.S. Dist. LEXIS 147176, at *18 (S.D. Cal. Aug. 5, 2021). Judge Hayes found that “Class Counsel has significant experience in class action and wage and hour litigation and has demonstrated significant skill during this contentious litigation.” In awarding a one-third fee award, Judge Hayes held that was justified by, inter alia, “the excellent results obtained, the substantial risk borne by Class Counsel in litigating this matter, [and] the high degree of skill and quality of work performed.”

8. Nearly my entire legal career has been devoted to advocating for the rights of individuals who have been subjected to illegal pay policies, discrimination, harassment, or retaliation and representing employees in wage and hour and discrimination class actions. I have litigated hundreds of wage and hour, employment discrimination and civil-rights actions, and I manage many of the firm’s current cases in these areas. I am a member of the State Bar of California, and have had memberships with Public Justice, the National Employment Lawyers Association, the California Employment Lawyers Association, and the Consumer Attorneys of California. I served on the Board of Directors for the San Francisco Trial Lawyers Association and co-chaired its Women’s Caucus. I was named one of the “Top Women Litigators for 2010” by the Daily Journal. In 2012, I was nominated for Woman Trial Lawyer of the Year by the Consumer Attorneys of California. I have been selected as a Super Lawyer every year since 2014. I earned my bachelor’s degree from the University of California, and I am a graduate of the University of the Pacific, McGeorge School of Law.

Procedural History

9. After complying with all administrative requirements, Plaintiffs Paulk, Hannafin, and

1 Medrano filed representative PAGA actions against Defendants in Alameda County Superior Court on
2 behalf of the State of California and Aggrieved Employees: *Paulk v. GoBrands, Inc., et al.*, No.
3 22CV007331 (Super. Ct. Alameda Cnty.), filed February 22, 2022; *Hannafin v. GoBrands, Inc., et al.*,
4 No. 22CV013580 (Super. Ct. Alameda Cnty.), filed June 29, 2022; and *Medrano v. GoBrands, Inc., et*
5 *al.*, No. 22CV013582 (Super. Ct. Alameda Cnty.), filed June 29, 2022.

6 10. In these actions, Plaintiffs Paulk, Hannafin, and Medrano allege causes of action for
7 (1) failure to compensate for all hours worked; (2) failure to pay all minimum wages owed; (3) failure
8 to pay all overtime and/or double-time wages owed; (4) failure to provide timely and compliant meal
9 and rest periods or premium payments in lieu thereof; (5) failure to provide accurate, itemized wage
10 statements; (6) failure to compensate piece-rate workers for rest and recovery periods and other
11 nonproductive time and/or to provide compliant itemized wage statements for such time; (7) failure to
12 reimburse business expenses; (8) unlawful gratuity deductions; and (9) willful misclassification.

13 11. Subsequently, and pursuant to the parties' arbitration agreements, Plaintiffs Paulk,
14 Hannafin, and Medrano each filed arbitration demands to arbitrate their individual PAGA claims. In
15 addition to the claims alleged in their PAGA actions, Plaintiffs Paulk, Hannafin, and Medrano included
16 in their arbitration demands claims for breach of contract and implied covenant of good faith and fair
17 dealing, interference with advantageous business relations, conversion, and unjust enrichment as a
18 result of Defendants' crediting of Plaintiffs' earned tip wages against the minimum hourly rate
19 guaranteed by Defendants, as well as violations of Cal. Bus. & Prof. Code §§ 17200, *et seq.*

20 12. After the filing of the *Paulk*, *Hannafin*, and *Medrano* actions, Plaintiffs Gallardo,
21 Nolasco, Maddox, and Hamati notified Defendants and the LWDA of their intent to bring identical
22 claims to those alleged in *Paulk*, *Hannafin*, and *Medrano* under PAGA. The parties then attended two
23 mediations in an attempt to resolve the claims of all Plaintiffs. On April 20, 2023, the parties
24 participated in private mediation with Deborah Saxe, Esq., which did not result in a resolution. The
25 parties subsequently participated in private mediation with Tripper Ortman, Esq. on August 14, 2023,
26 which also did not result in an immediate settlement. Accordingly, as had been agreed by the parties,
27 Plaintiffs Gallardo, Nolasco, Maddox, and Hamati filed their PAGA complaint on August 18, 2023.

28 13. The parties continued to negotiate after their second mediation and eventually agreed

1 on the terms of the Settlement on October 11, 2023. The parties then spent weeks negotiating and
2 finalizing the Settlement, which all parties executed on April 16, 2024.

3 **Settlement Terms**

4 14. The parties have agreed to retain Phoenix Class Action Administration Solutions
5 (“Phoenix”) as the settlement administrator. Plaintiffs’ counsel has used Phoenix to administer dozens
6 of settlements. The parties’ initial settlement agreement indicated settlement administration costs of
7 \$26,000.00. On April 26, 2024, the parties fully executed an amendment to the Settlement to reflect
8 administration costs of \$36,550.00. This discrepancy was caused by a prior estimate being based on a
9 lower number of Aggrieved Employees.

10 15. The Settlement provides for a Net Settlement Amount of approximately \$203,128.10,
11 to be distributed to approximately 10,897 Aggrieved Individuals.

12 16. The Gross Settlement Amount of \$1,400,000.00 is approximately 12% of Defendants’
13 total estimated exposure of \$11,414,900.00 for Plaintiffs’ claims for failure to pay for all hours worked.
14 This estimated recovery for one substantive and one derivative violation is realistic given doubts
15 regarding whether stacking of penalties is permitted and courts’ broad discretion to reduce PAGA
16 penalties.

17 **Risks of Continued Litigation**

18 17. Although Plaintiffs believe that they could have succeeded in proving their claims, and
19 that Defendants’ evidence would not have been as persuasive, a trial on Plaintiffs’ claims would have
20 carried a particularly high degree of risk here, as all of Plaintiffs’ claims—substantive and derivative—
21 hinge on whether they are employees or independent contractors.

22 18. In order to prove any liability, Plaintiffs would have had to prove that they were
23 employees. (Defendants would have argued that Plaintiffs and the Aggrieved Individuals are
24 independent contractors under California Proposition 22 (“Prop. 22”), which established a new test
25 for distinguishing between employees and independent contractors for the purposes of the Labor Code.
26 Plaintiffs would have had to show that Prop. 22 does not apply to Defendants. This argument would
27 have required proving on an individual basis for each Aggrieved Employee that that employee did not
28 meet the standards of Prop. 22 by, for example, not being paid 120% of the due minimum wage for all

1 engaged time or not having the ability to accept or deny deliveries. There was also no guarantee that
2 Plaintiffs would have been successful on these arguments. Failing to show that Prop. 22 did not apply
3 to Plaintiffs and Aggrieved Employees would have made it impossible for Plaintiffs and Aggrieved
4 Employees to pursue their labor code penalties.

5 19. Further, if the Action were to go to trial, fees and costs would increase significantly.
6 Plaintiffs' claims and Defendants' defenses would require substantial additional preparation and
7 discovery. They would require depositions of experts, the presentation of percipient and expert
8 witnesses at trial, as well as the consideration, preparation, and presentation of voluminous
9 documentary evidence and the preparation and analysis of expert reports. In contrast to litigating this
10 suit, resolving this case by means of the Settlement will yield a prompt, certain, and substantial
11 recovery for the Aggrieved Individuals and the State. Such a result will benefit the parties and the
12 court system and will bring finality to nearly two years of litigation.

13 **Attorneys' Fees and Costs**

14 20. Plaintiffs' counsel's efforts resulted in a Gross Settlement Amount of \$1,400,000.00.
15 This is a fair and reasonable settlement and an especially favorable result in light of the number of
16 Aggrieved Individuals and the challenges Plaintiffs may have faced at trial. This result was achieved
17 by the work and success of Plaintiffs' counsel, who negotiated the Settlement after extensive
18 preparation. As discussed above, Plaintiffs' counsel are experienced representative action litigators.
19 This experience and expertise, combined with the high quality of work performed in this case by
20 Plaintiffs' counsel, resulted in the Settlement.

21 21. Plaintiffs' counsel have been representing Plaintiffs and the State in this matter on
22 strictly contingency-fee basis. Plaintiffs' counsel have exposed themselves to the risk of zero recovery
23 after a substantial investment of time, money, and resources, and have done so since the inception of
24 the case without any payment or compensation.

25 22. The lodestar for Plaintiffs' counsel in this consolidated action is approximately 908
26 hours, corresponding to \$679,797.50 in fees. This total includes 550.4 hours and \$435,600.00 in fees
27 for the *Paulk* action; 174.2 hours and \$120,165.50 in fees for the *Medrano* action; 132.9 hours and
28 \$92,973.00 in fees for the *Hannafin* action; and 50.5 hours and \$31,059.00 in fees for the *Gallardo*

1 action.

2 23. The attorneys' fees requested represent approximately 72% of the lodestar, resulting in
3 a negative multiplier. Plaintiffs' counsel has agreed to accept this compromise and reduction in an
4 effort to resolve the case and obtain a fair settlement for Plaintiffs, the Covered Employees, and the
5 State.

6 24. Reasonable litigation expenses are ordinarily included with an award of attorneys' fees
7 pursuant to California wage-and-hour law. Plaintiffs' counsel's expenses were reasonable, necessary
8 to the prosecution, and of the type customarily billed to fee-paying clients. Attached hereto as **Exhibit**
9 **3** is a summary and description of incurred expenses totaling \$39,937.63

10 **Service Award**

11 25. Plaintiffs have substantially contributed their time and efforts over a period of nearly
12 two years in pursuing claims on behalf of the Aggrieved Individuals and the State, and Plaintiffs' role
13 was crucial in this case. Plaintiffs had discussions with Plaintiffs' counsel, worked with Plaintiffs'
14 counsel to review facts and answer questions, assisted Plaintiffs' counsel in their mediation efforts,
15 and have generally remained apprised of the case.

16 26. Plaintiffs had discussions with Plaintiffs' counsel, worked with Plaintiffs' counsel to
17 review facts and answer questions, assisted Plaintiffs' counsel in their mediation efforts, and have
18 generally remained apprised of the case. Plaintiffs took the significant risk of coming forward to
19 represent the interests of their fellow employees.

20
21 I declare under penalty of perjury under the laws of the United States that the foregoing is true
22 and correct.

23 Executed on this 2nd day of May in Auburn, California.

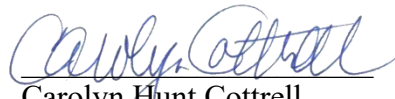
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EXHIBIT 1

PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT AGREEMENT

This Private Attorneys General Act Settlement Agreement and Release (the “Agreement”) is made by and between Tywana Paulk, Jhovanny Nolasco, Erica Medrano, Dante Maddox, Gerald Hannafin, Faris Hamati, and Angel Gallardo (“Plaintiffs”), on behalf of themselves and each of the other alleged “Aggrieved Individuals,” as defined herein, on the one hand, and GoBrands, Inc.; GBL California, LLC; and GB Logistics, LLC d/b/a Gopuff Logistics, LLC, a Delaware Limited Liability Company on the other (collectively “GoBrands”). Plaintiffs and GoBrands shall be collectively referred to as the “Parties.” Through this Agreement Plaintiffs hereby resolve the matters Plaintiffs initiated in Alameda Superior Court Cases: 1) *Paulk v. GoBrands, Inc. et al.*, Alameda County, Case No. 22CV007331 (“*Paulk Action*”); 2) *Medrano v. GoBrands, Inc. et al.*, Alameda County, Case No. 22CV013582 (“*Medrano Action*”); 3) *Hannafin v. GoBrands, Inc. et al.*, Alameda County, Case No. 22CV013580 (“*Hannafin Action*”); and 4) *Gallardo et al. v. GoBrands et al.*, Case No. 23CV041050 (“*Gallardo Action*”) (collectively “PAGA Actions”).

The terms of this Agreement stated below are agreed to, and once approved by the Court, shall be binding on Plaintiffs, on the Aggrieved Individuals (as defined below), on the State of California and its state labor law enforcement agencies (including but not limited to the Labor and Workforce Development Agency (“LWDA”) and its departments, divisions, commissions, boards, agencies, and employees), and on GoBrands, Inc., GB Logistics, LLC, and GBL California, LLC and all of their divisions, subsidiaries, parent corporations, affiliates, predecessors, successors, shareholders, owners, investors, representatives, directors, insurers, officers, agents, servants, employees, attorneys, and all persons connected with them (whether or not acting within the scope of their duties), past and present, subject to the terms and conditions hereof and with the approval of the Court.

1. DEFINED TERMS

In addition to the defined terms referenced above, as used herein, the following terms are defined as:

1.1 The term “Aggrieved Individuals” means all individuals who have been approved to use the GoBrands platform as a Delivery Partner and have used the GoBrands platform as a Driver Partner to accept or complete at least one order in the State of California at any time during the Settlement Period.

1.2 The term “Attorneys’ Fees and Cost Award” means the amount authorized by the Court to be paid to Plaintiffs’ Counsel for the services they have rendered and expenses they have incurred in prosecuting the Action.

1.3 The term “Court” as used herein means the Superior Court for the State of California for the County of Alameda.

1.4 The term “Effective Date” means the later of either five (5) calendar days from the final resolution of any appeals timely filed, or the expiration date of the time for filing or noticing any such appeals.

1.5 The term “Gross Settlement Amount” means an amount not to exceed One Million Four Hundred Thousand Dollars (\$1,400,000.00) that will be paid by GoBrands to settle the PAGA Actions. The Gross Settlement Amount includes all Individual Settlement Payments, the Attorneys’ Fees and Cost Award, the Settlement Administration Costs, Service Awards, and payment to Labor and Workforce Development Agency (“LWDA”).

1.6 The term “Individual Settlement Payment” means the amount to be paid to an Aggrieved Individual pursuant to Section 6.3 of this Agreement.

1.7 The term “Net Settlement Amount” means the funds from the Gross Settlement Amount available to be distributed to Aggrieved Individuals pursuant to Section 6.3 of this Agreement after payment of the Attorneys’ Fees and Cost Award, the Settlement Administration Costs, the Service Awards, and payment to the LWDA.

1.8 The term “PAGA Payment” means the net amount to be paid by the Settlement Administrator to the LWDA and Aggrieved Individuals pursuant to Section 6.3 of this Agreement after deduction of Settlement Administration Costs, Service Awards, and the Attorneys’ Fees and Costs Award from the Gross Settlement Amount, in full satisfaction of the Released Claims as defined below. This PAGA Payment is made pursuant to Labor Code § 2699(i).

1.9 The term “Pay Periods” means the number of weekly periods in which the Aggrieved Individuals accepted or completed an order during the Settlement Period.

1.10 The term “Plaintiffs’ Counsel” means Schneider Wallace Cottrell Konecky LLP.

1.11 The term “Released Claims” means all claims for penalties, attorneys’ fees, costs or interest that were alleged, or which could have been alleged, based on the factual allegations in the operative complaints in the PAGA Actions.

1.12 The term “Service Award(s)” means the amounts the Court authorizes to be paid to Plaintiffs, not to exceed \$21,000.00.

1.12 The term “Settlement” means the settlement described in this Agreement.

1.13 The term “Settlement Administration Costs” means all Settlement Administrator fees and costs incurred in administering the Settlement. Settlement Administration Costs are not to exceed \$26,000.

1.14 The term “Settlement Administrator” means Phoenix who will be responsible for the administration of the Settlement, pursuant to the terms of this Agreement.

1.15 The term “Settlement Period” means the following time period: December 14, 2020 to the date of approval of the Settlement.

1.16 The term “Distribution Formula” means the method by which the Settlement Administrator will provide payment to the LWDA and Aggrieved Individuals as set forth in Section 6.3 of this Agreement.

1.17 The term “Group List” means a list that GoBrands shall provide to the Settlement Administrator in a secure fashion containing all Aggrieved Individuals’: (1) names; (2) last known home addresses and telephone numbers; (3) number of Pay Periods as an Aggrieved Individual during the Settlement Period; and (4) social security numbers. This list will be provided to the Settlement Administrator per Section 6.3 of this Agreement.

2. SCOPE, PURPOSE, AND BENEFITS OF THE SETTLEMENT

2.1 As detailed below, this Agreement establishes a procedure to resolve all Aggrieved Individuals’ claims for penalties, attorneys’ fees, costs, and interest under PAGA that were alleged or could have been alleged based on the factual allegations in the operative complaints in the PAGA Actions, directly or indirectly. The Parties believe that continued litigation would be protracted, expensive, uncertain, and contrary to their best interests. In light of these realities, the Parties believe that this Settlement is the best way to resolve the disputes between them.

2.2 The Parties believe this Agreement constitutes a fair, adequate, and reasonable settlement of the PAGA Actions and have arrived at this Agreement in arms-length negotiations, following a mediation which took place on August 14, 2023 and subsequent settlement discussion with mediator Tripper Ortman Esq. reaching a tentative settlement on October 11, 2023, taking into account all relevant factors, present and potential, and will so represent to the Court. This Settlement was reached after extensive informal discovery and negotiations. In addition, the Parties have conducted significant investigation of the facts and law during the prosecution of this Action. The Parties have also investigated the applicable law as applied to the facts discovered regarding the alleged claims of Plaintiffs and potential defenses thereto, and the civil penalties claimed by Plaintiffs.

3. JURISDICTION

The Court has jurisdiction over the Parties and the subject matter of this dispute. The Action includes claims that, while GoBrands denies them in their entirety, would, if proven, authorize the Court to grant relief pursuant to the California laws cited therein. If the Settlement is approved, the Court will retain jurisdiction with respect to the interpretation, implementation and enforcement of the terms of this Agreement and all orders and judgments entered in connection therewith, and the Parties hereto submit to the jurisdiction of the Court for purposes of interpreting, implementing, and enforcing the Settlement embodied in this Agreement and all orders and judgments entered in connection therewith.

4. STATEMENT OF NO ADMISSION

4.1 The Parties agree that this Agreement reflects their good faith compromise of the claims raised in the Action, based upon their assessment of the mutual risks and costs of further litigation and the assessments of their respective counsel. This Agreement does not constitute, is

not intended to constitute, and will not be deemed to constitute, an admission of liability, culpability, negligence, or wrongdoing by GoBrands as to the merits, validity, or accuracy of any of the allegations or claims made against it in the PAGA Actions. Nothing herein will constitute an admission by GoBrands that the PAGA Actions were properly brought as representative actions other than for settlement purposes. Settlement of the PAGA Actions, the negotiation and execution of this Agreement, and all acts performed or documents executed pursuant to or in furtherance of this Agreement or the settlement of these PAGA Actions are not, shall not be deemed to be, and may not be used as, an admission or evidence of the appropriateness of these or similar claims for representative treatment, class certification, or administration other than for purposes of administering this Agreement, and shall not constitute or be deemed a waiver of any right to compel arbitration of any dispute with an Aggrieved Individual that is not the subject of the releases detailed in this Agreement.

4.2 Neither this Agreement, nor any action taken or made in implementation thereof, nor any statements, discussions or communications, nor any materials prepared, exchanged, issued or used during the course of the negotiations leading to the Agreement, is intended by the Parties (nor will any of the foregoing constitute, be introduced, be used or be admissible in any way in this case or any other judicial, arbitral, administrative, investigative or other forum or proceeding) as evidence of any violation of any federal, state, or local law, statute, ordinance, regulation, rule or executive order, or any obligation or duty at law or in equity. Notwithstanding the foregoing, the Agreement may be used in any proceeding that has as its purpose the interpretation, implementation, or enforcement of the Agreement or any orders or judgments of the Court entered into in connection therewith, or may be used in connection to communications with Aggrieved Individuals regarding settlement administration that are necessary to fulfill counsel's obligations.

4.3 Evidence produced or created by the Parties in connection with the Settlement procedure do not constitute, are not intended to constitute, and will not be deemed to constitute, an admission by GoBrands of any violation of any federal, state, or local law, statute, ordinance, regulation, rule or executive order, or any obligation or duty at law or in equity.

4.4 The Parties agree that upon full execution of this Agreement, the PAGA Actions are stayed in their entirety except for any filings necessary to attain Court approval of the Settlement. In the event that this Settlement is not approved by the Court, is terminated, or otherwise fails to be enforceable, the Parties will not be deemed to have waived, limited, or affected in any way any of their objections or defenses in the PAGA Actions. The Parties shall meet and confer in a good faith attempt to arrive at an alternative resolution to be presented for approval before the Court. Additionally, if the Court denies the Settlement with prejudice, the Parties shall be restored to their litigation position as of October 11, 2023, and this Agreement shall be deemed null and void, shall be of no force or effect whatsoever, and shall not be referred to or used in this or any other action.

5. WAIVER, RELEASE, AND DISMISSAL

5.1 Release and Waiver of Claims by Aggrieved Individuals. Upon the Effective Date, in exchange for the Individual Settlement Payments to Aggrieved Individuals and the PAGA Payment to the LWDA, Plaintiffs on behalf of the State of California and all Aggrieved Individuals

(including Plaintiffs) shall, for the Settlement Period, be deemed to have fully and finally released and discharged GoBrands, Inc., a Delaware Corporation; GBL California, LLC, a Delaware Limited Liability Company; and GB Logistics, LLC d/b/a Gopuff Logistics, LLC, a Delaware Limited Liability Company and all of their divisions, subsidiaries, parent corporations, affiliates, predecessors, successors, shareholders, owners, investors, representatives, directors, insurers, officers, agents, servants, employees, attorneys, and all persons connected with them (whether or not acting within the scope of their duties), past and present (collectively, the “Released Parties”), from the Released Claims.

5.2 Released Claims are all claims under PAGA that are alleged in the PAGA Actions, or that could have been alleged based on the facts alleged in the PAGA Actions that arose during the Settlement Period in connection with the Aggrieved Individuals’ use of the GoBrands platform, including but not limited to claims based on alleged violations of Labor Code §§ 201-203, 204, 226, 226.2, 226.7, 226.8, 350-356, 510, 512, 1194, 1197, 1198, and 2802.

6. COMPUTATION AND DISTRIBUTION OF PAYMENTS

6.1 Gross Settlement Amount. The Gross Settlement Amount of One Million Four Hundred Thousand Dollars (\$1,400,000.00) is made on an all-in, non-reversionary basis to settle the PAGA Actions and to resolve all released claims, penalties, attorneys’ fees, costs, administrative fees, and interest in connection with the PAGA Actions. In no event shall GoBrands be liable for more than of One Million Four Hundred Thousand Dollars (\$1,400,000.00) as a result of this Settlement, and any of the attorneys’ fees, costs, administrative fees, penalties, and sums specified in this Agreement shall be paid from this amount, except as otherwise noted in this Agreement. This Gross Settlement Amount of One Million Four Hundred Thousand Dollars (\$1,400,000.00) has been agreed to by Plaintiffs and GoBrands. It is expressly understood that if the Court awards less than the total amounts requested by Plaintiffs’ Counsel to be awarded for attorneys’ fees and costs, and/or Service Awards requested by Plaintiffs, the difference in any such amounts will be included in the Net Settlement Amount and PAGA Payment.

6.2 Distribution Formula. The Settlement Administrator shall distribute the PAGA Payment to the LWDA and Aggrieved Individuals as described in this Section 6.3.

Pursuant to PAGA, Seventy-Five Percent (75%) of the PAGA Payment will be paid to the LWDA, and the remaining Twenty-Five Percent (25%) will be paid to all Aggrieved Individuals.

The Aggrieved Individuals’ share of the PAGA Payment shall be paid *pro rata* to all Aggrieved Individuals based on the number of Pay Periods in which Aggrieved Individuals accepted or completed an order during the Settlement Period according to GoBrands’ records.

Specific calculations of Individual Settlement Payments to Aggrieved Individuals shall be made as follows:

The Settlement Administrator will calculate the total number of Pay Periods for the entire group of Aggrieved Individuals. The Settlement Administrator will divide the Net Settlement Amount by the total number

of Pay Periods, resulting in the Pay Period Value. The Settlement Administrator will multiply the Pay Period Value by the number of Pay Periods in which each Aggrieved Individual accepted or completed an order, to determine the payment to each Aggrieved Individual.

No Aggrieved Individual shall be required to file a claim in order to receive such payment. Because the payments made under this Agreement will be made with respect to only the PAGA claims for all Aggrieved Individuals and Plaintiffs, this Agreement is not subject to the rules governing the settlement of class or collective actions. Accordingly, the Individual Settlement Payments shall be distributed without a claims process or an opportunity to object or opt out.

For tax purposes, all Individual Settlement Payments will constitute penalties and will be reported on an IRS Form-1099, which the Settlement Administrator will provide to Aggrieved Individuals, as required by law. No person or entity shall have any claim against GoBrands, GoBrands' counsel, Plaintiffs, any Aggrieved Individual, Plaintiffs' Counsel, or the Settlement Administrator based upon distributions and payments made in accordance with this Agreement.

The Parties recognize and agree that the precise value of each Aggrieved Individuals' Individual Settlement Payment is subject to a variety of differing calculations and formulas. The Parties hereby agree that the formula for allocating payments as provided herein is reasonable and designed to provide a fair settlement to the Aggrieved Individuals.

6.3 Distribution to the Aggrieved Individuals. Individual Settlement Payments shall be paid out of the Net Settlement Amount pursuant to the Distribution Formula set forth in Section 6.2 of this Agreement.

Not later than ten (10) business days following the Effective Date, GoBrands shall send a list of all Aggrieved Individuals to the Settlement Administrator in a secure fashion containing: (1) name; (2) last known home address and telephone number; (3) number of Pay Periods as an Aggrieved Individual during the Settlement Period; and (4) social security number. GoBrands shall transmit the Group List in Excel or similar format or other method as agreed to by the Parties in good faith as technology requires to transmit the data.

Not later than three (3) business days following receipt of the Group List, the Settlement Administrator shall email the Parties confirming receipt of the Group List and stating the number of Aggrieved Individuals and the number of Pay Periods included therein.

Not later than ten (10) calendar days following receipt of the Group List, the Settlement Administrator shall cross-reference all the addresses provided in the Group List with the United States Postal Service National Change Of Address database (which provides updated addresses for any individual who has moved in the previous four years who has notified the U.S. Postal Service of a forwarding address) to obtain current address information.

Not later than fifteen (15) business days following the Effective Date, GoBrands shall deposit the Gross Settlement Amount in a lump sum payment to the Settlement Administrator.

Not later than fifteen (15) calendar days following receipt of the Gross Settlement Amount from GoBrands, the Settlement Administrator shall make the following payments via check or wire transfer from those proceeds: (1) the Individual Settlement Payments; (2) the Service Awards (which shall be delivered to Plaintiffs' Counsel); (3) the Attorneys' Fees and Cost Award; (3) the portion of the PAGA Payment to the LWDA; and (4) payment to the Settlement Administrator for administration of the Settlement.

The Settlement Administrator shall mail via U.S. First Class mail each Individual Settlement Payment to each Aggrieved Individuals' last known address with directions to the Postmaster to deliver the checks to any applicable forwarding address and to return all undeliverable checks to the Settlement Administrator. If any settlement check is returned as undeliverable, within three (3) business days, the Settlement Administrator will use reasonable skip-trace methods to locate a new address. If a new address is located, the Settlement Administrator shall re-mail the check to that address within three (3) business days of locating the new address. The date of the initial mailing of the check shall be conclusively determined according to the records of the Settlement Administrator.

A letter substantially in the form of Exhibit "A" hereto will be included in the mailing of each Aggrieved Individuals' Individual Settlement Payment.

Individual Settlement Payments shall remain valid and negotiable for one hundred eighty (180) calendar days from the date of their issuance. If there are uncashed checks following this period, the uncashed funds shall escheat to the State of California Unclaimed Property Fund in the name of the Aggrieved Individual whose check went uncashed. There shall be no reversion to GoBrands.

The Settlement Administrator, in consultation with Plaintiffs and GoBrands, shall have discretion over the administration of any Individual Settlement Payments. The Settlement Administrator's determination of eligibility for, and the amounts of, any Individual Settlement Payments under the terms of this Agreement, shall be conclusive, final, and binding on all Aggrieved Individuals, including Plaintiffs.

6.4 Service Award Payment. Plaintiffs will request, and GoBrands will not oppose, a Service Award totaling \$21,000, or \$3,000 for each Plaintiff for their time and effort in bringing and prosecuting the Action. The Parties agree that a decision by the Court to award Plaintiffs an amount less than the amount stated above shall not be a basis for Plaintiffs' Counsel to void this Agreement. The Settlement Administrator shall issue a Form 1099 for the Service Award. Any amounts awarded for a Service Award to Plaintiffs less than the amount listed above will result in the non-awarded funds being part of the PAGA Payment, available for distribution to the LWDA and the Aggrieved Employees. Plaintiffs shall be solely and legally responsible to pay any and all applicable taxes on their payment and shall hold harmless the Released Parties and Plaintiffs' Counsel from any claim or liability for taxes, penalties or interest arising as a result of the payment.

GoBrands and Plaintiffs' Counsel makes no representations as to the tax treatment or legal effect of the payments called for herein, and Plaintiffs are not relying on any statement or representation by GoBrands or Plaintiffs' Counsel in this regard. Plaintiffs understand and agree

that she will be solely responsible for the payment of any taxes and penalties assessed on the payment described herein.

6.4 Attorneys' Fees and Costs. Plaintiffs' Counsel shall request an award of attorneys' fees of up to thirty-five percent (35%) or \$490,000.00 of the Gross Settlement Amount, and costs subject to Court approval. Plaintiffs' Counsel shall be entitled to reimbursement for all actual costs incurred as approved by the Court. GoBrands agrees to the amount of attorneys' fees, costs, and expenses granted by the Superior Court. The Attorneys' Fees and Cost Award shall be binding on the Parties and the Parties agree that a decision by the Court to award Plaintiffs' Counsel an amount less than the amount stated above shall not be a basis for Plaintiffs' Counsel to void this Agreement. The Settlement Administrator shall issue an IRS Form 1099 to Plaintiffs' Counsel reflecting the awarded attorneys' fees, costs and expenses. Should Plaintiffs and/or Plaintiffs' Counsel request a lesser amount for attorneys' fees than stated above and/or the Court approve a lesser amount, the difference shall be added to the PAGA Payment, available for distribution to the LWDA and the Aggrieved Individuals. In consideration of the Attorneys' Fees and Cost Award, Plaintiffs' Counsel waives all claims to any further attorneys' fees and expenses in connection with the litigation of the PAGA Actions, including any and all work already performed in connection with the litigation of the PAGA Actions and all work remaining to be performed in fully and finally resolving the litigation, including but not limited to securing Court approval of the Settlement, appearing at hearings, making sure that the Settlement is fairly and properly administered, appearing at any post-approval matter, all other work that Plaintiff's Counsel has performed or will perform, and all other costs that Plaintiffs' Counsel has incurred or will incur. Plaintiffs' Counsel shall assume full responsibility and liability for the payment of taxes due on such Attorney Fees and Cost Award.

The Attorney's Fees and Cost Award shall constitute full satisfaction of the obligation to pay any amounts to any person, attorney, or law firm for attorneys' fees, costs or expenses in the PAGA Actions incurred by any attorney on behalf of Plaintiffs and the Aggrieved Individuals, and shall relieve the Released Parties and the Settlement Administrator of any other claims or liability to any other attorney or law firm for any attorneys' fees, costs and expenses to which any of them may claim to be entitled on behalf of Plaintiffs and/or the Aggrieved Individuals.

6.5 Settlement Administrator. The Settlement Administrator will be paid for its actual costs subject to court approval in an amount not to exceed \$26,000. Any amount not awarded for costs of administration to the Settlement Administrator will result in the non-awarded amount being made part of the PAGA Payment, available for distribution to the LWDA and the Aggrieved Individuals. A Form 1099 shall be issued to the Settlement Administrator.

The Settlement Administrator shall calculate the portion of the PAGA Payment to be paid to the LWDA and the Individual Settlement Payments to be paid to the Aggrieved Individuals in accordance with the terms and provisions of this Agreement; pay any applicable state and/or federal taxes; make payment to the LWDA and simultaneously mail the Individual Settlement Payment checks to the Aggrieved Individuals along with the letter substantially in the form of Exhibit "A," attached hereto; resolve any questions regarding the calculation or application of the formula for determining the Individual Settlement Payments; issue 1099 forms; calculate and

disburse the Attorneys' Fees and Cost Award, Service Awards and/or applicable taxes from the Gross Settlement Amount; and perform such other tasks necessary to effectuate the terms of this Agreement or as the Parties mutually agree or the Court orders the Parties to perform.

Any disputes relating to the Settlement Administrator's ability and need to perform its duties shall be referred to the Court.

7. INTEREST

7.1 The Gross Settlement Amount includes any and all interest accruals and no additional interest shall be due under any circumstances.

8. TAXATION

8.1 Neither GoBrands, nor the Parties' respective counsel provide or purport to provide any tax advice to the Plaintiffs or the Aggrieved Individuals in connection with this Agreement or otherwise. The Parties agree that they shall not rely upon any terms of this Agreement for the purpose of determining or avoiding federal, state, or local tax obligations.

9. COURT'S APPROVAL

Plaintiffs will promptly move the Court to consolidate the PAGA Actions, with the *Paulk* Action being the lead case, for settlement purposes only. Plaintiffs will then move for approval of the Settlement pursuant to Labor Code § 2699(1). The Parties agree to use their best efforts to obtain approval as quickly as possible, to the extent not inconsistent with the terms of this Agreement, and will not take any action adverse to each other in obtaining the Court's approval of the Agreement in all respects. The Parties also agree that in the event the Court does not approve the Settlement, the Parties will work in good faith to amend the Settlement to comport with the Court's instructions.

9.1 The Parties recognize that in accordance with Labor Code § 2699(1), Court approval is required in the event of a settlement of a PAGA claim on a representative basis. However, as explained in *Arias v. Superior Court* (2009) 46 Cal.4th 969, the Parties are not obligated to follow the class action procedural rules in PAGA cases and therefore do not need to obtain approval of the Settlement through a motion for preliminary or final approval. Instead, to comply with the requirements of Labor Code § 2699(1), the Parties shall submit a joint stipulation (or motion if required by the Court) identifying the key terms of this Agreement and requesting that the Court approve the amount of PAGA penalties provided for in the Agreement.

9.2 Promptly upon execution of this Agreement, the Parties shall jointly apply to the Court for an Order seeking approval of the Settlement via Stipulation. Plaintiffs' Counsel shall draft the Stipulation. If the Court requires a motion, then Plaintiffs shall file a Motion for Approval of the Settlement. Plaintiffs' Counsel shall draft any such motion, and GoBrands' Counsel agrees not to oppose such motion other than to the extent it deviates from this Agreement, provided that GoBrands' Counsel is given a reasonable opportunity to review the draft motion and provide input on its contents.

9.3 The motion for approval, and/or the stipulation for an order, will request the Court approval of the following:

- a. Approving the amount of PAGA penalties;
- b. Dismissing the entire PAGA Actions with prejudice;
- c. Waiving all rights to appeal;
- d. Approving the Service Awards to the Plaintiffs;
- e. Approving the Plaintiffs' Counsel's Attorneys' Fees and Costs Award;
- f. Approving the Settlement Administration Costs;
- g. Approving the Releases provided in exchange for the PAGA penalties and Individual Settlement Payments.

The Parties intend the res judicata effect of the Court's final judgment to be as broad as possible and to include all Released Claims.

9.4 The stipulation or motion shall include the bases for demonstrating that the settlement amounts are reasonable in light of the facts and controlling authorities pertaining to the claims alleged, and a signed declaration from Plaintiffs' Counsel discussing the risks of continued litigation and the decision that the best interests of the Aggrieved Individuals are served by the terms of the Agreement. Plaintiffs' Counsel shall submit the stipulation or motion to GoBrands' Counsel for approval a reasonable time prior to filing.

9.5 In conjunction with the motion for approval and/or the stipulation for an order, the Parties will submit a proposed order requesting approval of the payments provided for in the Agreement. Plaintiffs' Counsel will draft the proposed order.

9.6 In addition, Plaintiffs' Counsel shall be responsible for providing timely notice of the Settlement to the LWDA in accordance with Labor Code § 2699(1)(2).

9.7 Provided the Judgment is consistent with the terms and conditions of this Agreement, the Parties, 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. In the event an appeal or petition for writ of mandamus is filed from the Court's order granting approval of the Settlement, administration of the Settlement shall be stayed pending final resolution of the appeal or other appellate review. If the Court awards Plaintiffs' Counsel attorneys' fees and costs in an amount less than Plaintiffs' Counsel's request in Section 6.4, Plaintiffs' Counsel does not waive the right to appeal from the attorneys' fees and costs awards only.

10. MISCELLANEOUS PROVISIONS

10.1 Headings. The descriptive headings of any paragraphs or sections of this Agreement are inserted for convenience of reference only and do not constitute a part of this Agreement.

10.2 Interpretation of the Agreement. The Agreement will be interpreted and enforced under the laws of the State of California without regard to its conflict of law provisions.

10.3 Final Agreement. This Agreement constitutes the exclusive and final understanding and expression of all agreements between the Parties with respect to the resolution of the PAGA Actions and supersedes all prior agreements and understandings between the Parties relating to the subject matter hereof. Plaintiffs, on Plaintiffs' own behalf and as a representatives for the Aggrieved Individuals, and GoBrands enter into this Agreement based solely upon its terms and not in reliance upon any representations or promises other than those contained in this Agreement and any agreements entered into in the Arbitration Actions, that is, any agreements with individual California Driver Partners who have filed individual arbitration demands against GoBrands pursuant to the parties' Driver Partner Independent Contractor and Arbitration Agreement and/or are otherwise named Plaintiffs in the PAGA Actions. The execution of this Agreement and the execution of any agreement in the Arbitration Actions are not contingent upon one on another. This Agreement may be modified only by a writing signed by the Parties, or their successors, and approved by the Court.

10.4 Counterparts/Facsimile/Electronic. This Agreement may be executed in one or more actual, telecopied or electronic counterparts, all of which will be considered one and the same instrument and all of which will be considered duplicate originals. A signature on this Agreement delivered by facsimile or electronically shall be as legally binding as an original signature, although the Parties will provide original signatures to each other for their records.

10.5 Authority. Counsel for all Parties represent and warrant they are expressly authorized by the Parties whom they represent to negotiate this Agreement and to take all appropriate Action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to effectuate the implementation of the Settlement. In the event the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties shall seek the assistance of the Court to resolve such disagreement. The persons signing this Agreement on behalf of GoBrands represent and warrant that they are authorized to sign this Agreement on behalf of GoBrands.

10.6 No Effect on Employment Status or Benefits. The Individual Settlement Payments and Service Awards shall be deemed not to be pensionable earnings and shall not have any effect on the eligibility for, or calculation of, any of the employee benefits (e.g., vacations, holiday pay,

retirement plans, etc.) of Plaintiffs or any Aggrieved Individual. Further, any Individual Settlement Payment or Service Award shall not be considered “compensation” in any year for purposes of determining eligibility for, or benefit accrual within, an employee pension benefit plan or employee welfare benefit plan sponsored by GoBrands.

10.7 No Injunctive Relief. GoBrands shall not be required to enter into any consent decree, nor shall GoBrands be required to agree to any provision for injunctive relief, or to modify or eliminate any of its personnel, compensation, or payroll practices, or adopt any new personnel, compensation, or payroll practices.

10.8 Binding on Successors and Assigns. This Agreement shall be binding upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

10.9 Cooperation and Drafting. Each of the Parties has cooperated in the drafting and preparation of this Agreement. Hence, in any construction made to this Agreement, the same shall not be construed against any of the Parties.

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

10.11 Effect of Modification, Disapproval, or Termination. If the Court does not enter the Final Approval Order as provided for in this Agreement, or if appellate review is sought and on such review the Court’s Final Approval Order is materially modified or reversed, or if one or more of the terms of the Settlement is not approved or the Settlement with respect to one or more such terms is materially modified or reversed, the Parties shall first meet and confer in good faith and attempt to further negotiate and resolve any issues preventing final approval of the Settlement. If the Parties are unable to reach a resolution, then neither the Agreement, nor the settlement documents, nor the negotiations leading to the Settlement may be used as evidence for any purpose, and Defendants shall retain the right to challenge all claims and allegations in the Lawsuits, to assert all applicable defenses, and to dispute the propriety of class certification on all applicable grounds. If the Effective Date does not occur (due to failure of the Court to grant final approval or otherwise), or if this Settlement is terminated, revoked, or canceled pursuant to its terms, the Parties to this Settlement shall be deemed to have reverted to their respective status as of the date immediately prior to the execution of this Settlement.

10.12 Defense. To the extent permitted by law, this Settlement may be pleaded as a full and complete defense to, and may be used as the basis for an injunction against, any action, suit, or other proceedings that may be instituted, prosecuted, or attempted with respect to the Released Claims in breach of or contrary to this Settlement.

WHEREFORE, Plaintiffs, as representative of themselves and Aggrieved Individuals, and GoBrands, have executed this Agreement as of the dates set forth below.

PLAINTIFF TYWANA PAULK

Dated: 03 / 25 / 2024



Tywana Paulk, Plaintiff

PLAINTIFF JHOVANNY NOLASCO

Dated: 03 / 25 / 2024



Jhovanny Nolasco, Plaintiff

PLAINTIFF ERICA MEDRANO

Dated: 03 / 26 / 2024

Erica M. Medrano

Erica Medrano, Plaintiff

PLAINTIFF DANTE MADDOX

Dated: 03 / 25 / 2024



Dante Maddox, Plaintiff

PLAINTIFF GERALD HANNAFIN

Dated: 03 / 25 / 2024

Gerald Hannafin

Gerald Hannafin, Plaintiff

PLAINTIFF FARIS HAMATI

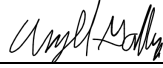
Dated: 03 / 29 / 2024



Faris Hamati, Plaintiff

PLAINTIFF ANGEL GALLARDO

Dated: 04 / 16 / 2024

A handwritten signature in black ink, appearing to read "Angel Gallardo", written over a horizontal line.

Angel Gallardo, Plaintiff

DEFENDANTS GOBRANDS ET AL.

Dated: **04/01/2024**, 2024

Eric Fisher

F753AE5305C040E37C63B6EC8DD9AB7E

contract**works.**

Full Name: **Eric Fisher**

Title: **VP, Deputy General Counsel**

On behalf of GoBrands

EXHIBIT A

Notice of PAGA Settlement and Release of Claims

Tywana Paulk et al v. GoBrands, Inc. at al., Superior Court of California County of Alameda
Case No. 22CV007331

<<RecipientName>>

Dear [NAME]:

I. NOTICE OF PAGA SETTLEMENT

The Alameda County Superior Court (the “Court”) approved a settlement in the above-captioned action filed by Tywana Paulk, Jhovanny Nolasco, Erica Medrano, Dante Maddox, Gerald Hannafin, Faris Hamati, and Angel Gallardo (“Plaintiffs”) against GoBrands, Inc., GBL California, LLC,; and GB Logistics, LLC d/b/a Gopuff Logistics, LLC (collectively “GoBrands”). Enclosed is your payment from the settlement of the above-captioned case.

You have been identified as one of the Delivery Partners covered by the above-captioned case. According to GoBrands’ records, you performed delivery services using the GoBrands platform in the State of California at some time during the time period of December 14, 2020 to the date of approval of the Settlement (the “Settlement Period”).

Plaintiffs, who used the GoBrands platform to accept or complete delivery services as Delivery Partners, filed lawsuits against GoBrands under the Private Attorneys General Act of 2004 (“PAGA” at Labor Code § 2699), alleging various claims, including claims for willful misclassification, failure to pay overtime, failure to pay minimum wages, failure to provide meal periods and/or premiums, failure to provide rest periods and/or premiums, failure to provide and maintain accurate itemized wage statements, failure to timely pay all wages during employment and upon separation of employment, failure to reimburse business expenses, and failure to properly pay gratuities earned.

Plaintiffs sought civil penalties on behalf of all individuals who have been approved to use the GoBrands platform as a Delivery Partner and have used the GoBrands platform as a Delivery Partner to accept or complete at least one order in the State of California at any time during the Settlement Period (“Aggrieved Individuals”).

The Court approved the settlement on [INSERT DATE OF SETTLEMENT APPROVAL].

The Court has not made a determination about Plaintiffs’ allegations. This Notice is not to be understood as an expression of any opinion by the Court as to the merits of the claim. However, the Court has approved the civil penalties settlement amount to be paid by GoBrands.

GoBrands maintains that it was in compliance with the California Labor Code at all times and enters into this settlement with no admission of liability and solely for the purposes of compromising and settling the action to avoid the cost and operational burden of continued litigation.

II. CALCULATION OF INDIVIDUAL PAGA PAYMENT

According to GoBrands’ records, you accepted or completed an order during <<PayPeriods>> pay periods in the Settlement Period Your individual PAGA payment is <<CheckAmount>>.

You should cash your check by **[180 DAYS AFTER ISSUANCE]**, after which the check will be void and you will no longer be able to cash it. Your check is subject to taxation as required by law.

Each individual PAGA payment was calculated on a pro rata basis (*i.e.*, proportional) based on the number of pay periods¹ in which each Aggrieved Individual accepted or completed an order during the Settlement Period divided by the total number of pay periods in which all Aggrieved Individuals accepted or completed an order during the Settlement Period. Specific calculations of individual payments were made as follows:

The Settlement Administrator will calculate the total number of Pay Periods for the entire group of Aggrieved Individuals. The Settlement Administrator will divide the Net Settlement Amount by the total number of Pay Periods, resulting in the Pay Period Value. The Settlement Administrator will multiply the Pay Period Value by the number of Pay Periods in which each Aggrieved Individual accepted or completed an order, to determine the payment to each Aggrieved Individual.

III. RELEASE

The Court approved the parties' settlement on **[INSERT DATE OF SETTLEMENT APPROVAL]**. Pursuant to the settlement, in exchange for the individual PAGA payments to Aggrieved Individuals and the PAGA Payment to the LWDA, the State of California and all Aggrieved Individuals (including Plaintiffs), shall be deemed to have fully and finally released and discharges GoBrands, Inc., GBL California, LLC,; and GB Logistics, LLC d/b/a Gopuff Logistics, LLC and each of their past or present officers, directors, shareholders, employees, agent, principals, heirs, representatives, and its and their respective successors and predecessors in interest, subsidiaries, affiliates, and parent companies and attorneys, from the "Released Claims." For purposes of this Agreement, the "Released Claims" are defined as all Aggrieved Individuals' claims for penalties, attorneys fees, costs or interest that were alleged or which could have been alleged based on the factual allegations in the operative complaint and/or PAGA letter in the action. Released Claims are all claims under PAGA that are alleged in the Complaint and/or PAGA letter, or that could have been alleged based on the facts alleged in the Complaint and/or PAGA Letter, based on alleged violations of Labor Code §§ 201-203, 204, , 226, 226.2, 226.7, 226.8, 350-356, 510, 512, 1194, 1197, 1198, and 2802., that arose during the Settlement Period in connection with the Aggrieved Individuals' use of the GoBrands platform.

Pursuant to the settlement, enclosed is a check for your share of a portion of the civil penalties. You are not a party to this lawsuit, but you and the government are bound by the judgment in this matter as to the civil penalties under PAGA.

IV. SETTLEMENT ADMINISTRATOR

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

You may call the Settlement Administrator, _____, Inc. toll free at _____ with any questions. You must inform the Settlement Administrator of any change of address to ensure receipt of your settlement payment.

¹ "Pay Periods" means, for each Aggrieved Individual, the number of weekly periods in which the Aggrieved Individuals accepted or completed an order during the Settlement Period.

Settlement checks will be null and void 180 days after issuance if not deposited or cashed. In such event, the Settlement Administrator shall direct all unclaimed funds to the State of California Unclaimed Property Fund in the name of the Aggrieved Individual to whom the check was issued. If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.

You will receive a tax form 1099 for the check. You may also contact the Settlement Administrator, _____, at [phone number], [mailing address/PO Box] with questions.

To view the entirety of the Settlement Agreement, including its defined terms, you may visit _____, enter the Case No. _____, and review the entire public docket of this Lawsuit. Note that to view the documents you have to purchase them.

EXHIBIT 2

PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT AGREEMENT

Plaintiffs Tywana Paulk, Jhovanny Nolasco, Erica Medrano, Dante Maddox, Gerald Hannafin, Faris Hamati, and Angel Gallardo ("Plaintiffs"), on behalf of themselves and each of the other alleged "Aggrieved Individuals," as defined herein, on the one hand, and GoBrands, Inc.; GBL California, LLC; and GB Logistics, LLC d/b/a Gopuff Logistics, LLC, a Delaware Limited Liability Company on the other (collectively "GoBrands"), hereby enter into this Amendment (the "Amendment") to the Private Attorneys General Act Settlement Agreement (the "Settlement Agreement" or "Settlement"), that the Parties executed on April 1, 2024. GoBrands and Plaintiffs are collectively referred to as the "Parties."

Pursuant to Paragraph 10.3 of the Settlement Agreement, the Parties make the following amendment to the Settlement Agreement:

1. Paragraph 1.13, providing the amount of Settlement Administrator costs is amended to indicate that Settlement Administration Costs will not exceed "36,550.00."

IN WITNESS WHEREOF, the Parties have executed this Settlement Agreement as follows:

PLAINTIFF TYWANA PAULK

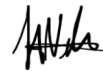
Dated: 04 / 16 / 2024



Tywana Paulk, Plaintiff

PLAINTIFF JHOVANNY NOLASCO

Dated: 04 / 16 / 2024



Jhovanny Nolasco, Plaintiff

PLAINTIFF ERICA MEDRANO

Dated: 04 / 16 / 2024



Erica Medrano, Plaintiff

PLAINTIFF DANTE MADDOX

Dated: 04 / 26 / 2024



Dane Maddox, Plaintiff

PLAINTIFF GERALD HANNFIN

Dated: 04 / 16 / 2024

Gerald Hannafin

Gerald Hannafin, Plaintiff

PLAINTIFF FARIS HAMATI

Dated: 04 / 16 / 2024

Faris

Faris Hamati, Plaintiff

PLAINTIFF ANGEL GALLARDO

Dated: 04 / 16 / 2024

Angel Gallardo

Angel Gallardo, Plaintiff

DEFENDANTS GOBRANDS ET AL.

Dated: _____, 2024

Full Name: _____

Title: _____

On behalf of GoBrands

PLAINTIFF GERALD HANNFIN

Dated: _____, 2024

Gerald Hannafin, Plaintiff

PLAINTIFF FARIS HAMATI

Dated: _____, 2024

Faris Hamati, Plaintiff

DEFENDANTS GOBRANDS ET AL.

04/17/2024
Dated: _____, 2024

Chad Flores

31441E4B44C76C383B7390076AEF98D5

contractworks.

Full Name: **Chad Flores**

Title: **Corporate Counsel**

On behalf of GoBrands

EXHIBIT 3

CASE COSTS

Paulk, Tywana v. GoBrands, Inc. (102309)

Medrano, Erica v. GoBrands, Inc., et al. (102748)

Maddox, Dante v. GoBrands, Inc., et al. (104981)

Hamati, Faris v. GoBrands, Inc., et al. (104982)

Nolasco, Jhovanny v. GoBrands, et al. (104815)

Hannafin, Gerald v. GoBrands, et al. (102749)

Gallardo, Angel v. GoBrands, Inc. et al. (104980)

Date: 04/15/2024

DATE	VENDOR	DESCRIPTION	AMOUNT
12/31/2021	RELX Inc DBA LexisNexis	Document Retrieval - Period: 12/01/21 - 12/31/21	\$ 168.46
01/18/2022	Neilson & MacRitchie	Investigation Tywana Paulk	\$ 425.00
01/31/2022	RELX Inc DBA LexisNexis	Document Retrieval - Period: 01/01/22 - 01/31/22	\$ 21.08
02/22/2022	One Legal LLC (Info Track)	Complaint, Civil Case cover Sheet, Summons	\$ 12.00
02/22/2022	One Legal LLC (Info Track)	Complaint, Civil Case Cover Sheet, Summons	\$ 1,453.95
02/23/2022	One Legal LLC (Info Track)	Service on Registered Agent (CT or CSC)	\$ 40.00
02/23/2022	One Legal LLC (Info Track)	Summons, Complaint, Civil Case Cover Sheet, Alternative Dispute Resolution Information	\$ 40.00
02/24/2022	One Legal LLC (Info Track)	Proof of Personal Service, Proof of Personal Service	\$ 18.95
02/28/2022	One Legal LLC (Info Track)	Billing for Proof of Personal Service	\$ 18.95
02/28/2022	One Legal LLC (Info Track)	Complaint, Civil Case Cover Sheet, Civil Case Cover Sheet Addendum, Summons ADR i	\$ 160.00
02/28/2022	One Legal LLC (Info Track)	Proof of Personal Service, Proof of Personal Service	\$ 38.00
03/28/2022	One Legal LLC (Info Track)	Declaration, Proof of Service (not Summons and Complaint)	\$ 22.45
03/28/2022	One Legal LLC (Info Track)	Declaration (of Eugene Zinovyev in Support of Complex Determination), Proof of Service	\$ 41.25
03/31/2022	RELX Inc DBA LexisNexis	Document Retrieval - Period: 03/01/22 - 03/31/22	\$ 16.41
04/01/2022	Superior Court of California Alamed	Document Download	\$ 3.00
04/09/2022	Superior Court of California Alamed	Document Download	\$ 2.00
04/09/2022	Superior Court of California Los Ang	Document Download	\$ 2.00
04/18/2022	Superior Court of California Alamed	Document Download	\$ 9.00
04/25/2022	LWDA	Initial PAGA Filing	\$ 75.00
04/30/2022	RELX Inc DBA LexisNexis	Document Retrieval - Period: 04/01/22 - 04/30/22	\$ 21.84
04/30/2022	SWCK	CA - Reclass Postage to Case Costs (2021-2022)	\$ 2.36
05/11/2022	ABC Legal Services, LLC	Courtesy Copy for Plaintiff's Opposition to Ex Parte Application to Judge Julia Spain	\$ 130.00
05/11/2022	One Legal LLC (Info Track)	Opposition	\$ 25.45
05/31/2022	RELX Inc DBA LexisNexis	Document Retrieval - Period: 05/01/22 - 05/31/22	\$ 83.17
06/07/2022	One Legal LLC (Info Track)	Case Management Statement, Notice of Posting of Jury Fees	\$ 175.45
06/13/2022	One Legal LLC (Info Track)	Opposition (Plaintiff's Opposition to Defendants' Motion to Compel Arbitration and Stay A	\$ 45.25
06/15/2022	Superior Court of California Alamed	Document Download	\$ 1.00
06/20/2022	One Legal LLC (Info Track)	Opposition	\$ 25.45
06/30/2022	RELX Inc DBA LexisNexis	Document Retrieval - Period: 06/01/22 - 06/30/22	\$ 165.55
08/15/2022	One Legal LLC (Info Track)	Filing Fees - Case Management Statement, Proof of Service	\$ 18.50
08/15/2022	One Legal LLC (Info Track)	Filing Fees - Case Management Statement, Proof of Service	\$ 20.45
08/19/2022	One Legal LLC (Info Track)	Filing Fees - Opposition, Request for Judicial Notice	\$ 26.45
08/19/2022	Superior Court of California Orange	Document Download	\$ 7.50
08/20/2022	Superior Court of California Los Ang	Document Download	\$ 7.40
08/31/2022	RELX Inc DBA LexisNexis	Document Retrieval - Period: 08/01/22 - 08/31/22	\$ 58.02

DATE	VENDOR	DESCRIPTION	AMOUNT
09/06/2022	One Legal LLC (Info Track)	eFiling fee - Opposition (Plaintiff's Opposition to Defendants' Motion to Compel Arbitration	\$ 142.50
09/06/2022	Steno Agency, Inc	Hearing - Defendants' Motion to Compel Arbitration and Stay	\$ 325.00
09/08/2022	One Legal LLC (Info Track)	eFiling fee - Demand For Arbitration For Violations	\$ 40.00
09/19/2022	Superior Court of California Alamed	Document Download	\$ 7.00
09/20/2022	Steno Agency, Inc	9/16/22 Hearing - Defendants' Motion to Compel Arbitration and Stay Proceedings	\$ 750.00
10/03/2022	One Legal LLC (Info Track)	eFiling Fee - Case Management Statement	\$ 27.45
10/14/2022	Superior Court of California Alamed	Download General Order re CMO	\$ 2.00
10/17/2022	JAMS, Inc.	10/17/22 Mediation Deposit	\$ 400.00
10/31/2022	RELX Inc DBA LexisNexis	Document Retrieval - Period: 10/01/22 - 10/31/22	\$ 40.99
12/31/2022	RELX Inc DBA LexisNexis	Document Retrieval - Period: 12/01/22 - 12/31/22	\$ 4.86
02/07/2023	JAMS, Inc.	3/14/23 - Mediation Filing Fee - No Split	\$ 2,868.75
03/31/2023	RELX Inc DBA LexisNexis	Document Retrieval - Period: 03/01/23 - 03/31/23	\$ 7.12
04/30/2023	RELX Inc DBA LexisNexis	Document Retrieval - Period: 04/01/23 - 04/30/23	\$ 242.86
04/30/2023	SWCK	Copies and Printing from Shared Printing (2021-2023)	\$ 21.50
05/01/2023	West Payment Center (4005)	Thomson Reuters - Research - 04/01/23 - 04/30/23	\$ 18.57
05/18/2023	Ortman Mediation, Inc.- S-Corp.	8/14/23 Mediation	\$ 5,000.00
07/31/2023	RELX Inc DBA LexisNexis	Lexis-Nexis Document Retrieval - 07/01/23 - 07/31/23	\$ 207.13
08/31/2023	RELX Inc DBA LexisNexis	Lexis-Nexis - Document Retrieval - Period: 08/01/23 - 08/31/23	\$ 151.60
09/30/2023	RELX Inc DBA LexisNexis	Document Retrieval - Period: 09/01/23 - 09/30/23	\$ 7.54
10/03/2023	One Legal LLC (Info Track)	eFiling & eServe Fees - Case Management Statement	\$ 27.90
10/23/2023	One Legal LLC (Info Track)	eFiling & eServe Fees - Notice of Settlement	\$ 26.90
10/30/2023	Edelstein, Ori (CA-HQ)	Lunch - Case Related:4.20.23 - lunch during mediation:Ori Edelstein	\$ 29.32
10/30/2023	Edelstein, Ori (CA-HQ)	Lunch - Case Related:8.14.23 - Lunch during mediation:Ori Edelstein	\$ 19.48
10/31/2023	RELX Inc DBA LexisNexis	Document Retrieval - Period: 10/01/23 - 10/31/23	\$ 47.60
11/30/2023	RELX Inc DBA LexisNexis	Document Retrieval - Period: 11/01/23 - 11/30/23	\$ 9.71
12/31/2023	RELX Inc DBA LexisNexis	Document Retrieval - Period: 12/01/23 - 12/31/23	\$ 6.33
02/03/2024	RELX Inc DBA LexisNexis	Document Retrieval - Period: 01/01/24- 01/31/24	\$ 4.22
02/29/2024	RELX Inc DBA LexisNexis	Document Retrieval - Period: 02/01/24- 02/29/24	\$ 5.25
Total 102309 - Paulk, Tywana v. GoBrands, Inc.			\$ 13,822.92
04/22/2022	LWDA	Initial PAGA Filing	\$ 75.00
05/25/2022	Command Investigations	4/26/22 - Medrano - Investigation	\$ 387.50
06/30/2022	ABC Legal Services, LLC	Process Service	\$ 225.00
06/30/2022	One Legal LLC (Info Track)	Complaint, Summons, Civil Case Cover Sheet	\$ 1,454.45
07/07/2022	One Legal LLC (Info Track)	Proof of Personal Service	\$ 19.45
07/08/2022	One Legal LLC (Info Track)	Proof of Personal Service	\$ 19.45
07/31/2022	SWCK	Copies and Printing from Shared Printing (2021-2022)	\$ 11.50
08/03/2022	Superior Court of California Alamed	Document Download	\$ 2.00
08/18/2022	Superior Court of California Alamed	Document Download	\$ 1.00
09/09/2022	One Legal LLC (Info Track)	eFiling fee -Stipulation and Order	\$ 45.45
09/09/2022	One Legal LLC (Info Track)	Courtesy & Photocopy Fees - Stipulation and Order (Stipulation and [Proposed] Order to	\$ 55.00
09/19/2022	Superior Court of California Alamed	Document Download	\$ 6.00
09/30/2022	RELX Inc DBA LexisNexis	Document Retrieval - Period: 09/01/22 - 09/30/22	\$ 35.51
10/05/2022	One Legal LLC (Info Track)	Service on a Registered Agent - Demand for Arbitration - Company Serve - GBL CALIFC	\$ 40.00
10/12/2022	One Legal LLC (Info Track)	eFiling Fee - Case Management Statement, Notice of Posting of Jury Fees	\$ 175.45
10/20/2022	JAMS, Inc.	10/20/22 Arbitration Deposit	\$ 400.00

DATE	VENDOR	DESCRIPTION	AMOUNT
10/27/2022	Superior Court of California Alamed	Document Download	\$ 4.00
10/31/2022	RELX Inc DBA LexisNexis	Document Retrieval - Period: 10/01/22 - 10/31/22 Medrano, Erica v. GoBrands, Inc., et a	\$ 78.08
11/07/2022	Superior Court of California Alamed	Document Download	\$ 6.00
11/17/2022	One Legal LLC (Info Track)	eFiling & eServe Fee - Opposition, Request for Judicial Notice, Declaration	\$ 26.45
11/29/2022	One Legal LLC (Info Track)	Refund Complex Fees	\$ (1,000.00)
11/30/2022	One Legal LLC (Info Track)	Courtesy & Photocopy Fees - Opposition to Motion to Compel Arbitration, Request for Ju	\$ 70.50
11/30/2022	RELX Inc DBA LexisNexis	Document Retrieval - Period: 11/01/22 - 11/30/22	\$ 51.49
11/30/2022	Superior Court of California Alamed	Document Download	\$ 4.00
12/09/2022	Superior Court of California Los Ang	Document Download	\$ 13.00
12/09/2022	Superior Court of California Los Ang	Document Download	\$ 5.00
12/15/2022	Superior Court of California Alamed	Document Download	\$ 1.00
01/11/2023	One Legal LLC (Info Track)	eFiling & eServe Fee - Case Management Statement	\$ 27.45
01/19/2023	One Legal LLC (Info Track)	eFiling & eServe Fee - Notice	\$ 26.90
02/07/2023	JAMS, Inc.	3/14/23 - Mediation Filing Fee - No Split	\$ 2,868.75
02/10/2023	Superior Court of California Alamed	Document Download	\$ 1.00
02/16/2023	One Legal LLC (Info Track)	Notice	\$ 27.90
04/18/2023	Superior Court of California Alamed	Document Download	\$ 1.00
05/18/2023	Ortman Mediation, Inc.- S-Corp.	8/14/23 Mediation	\$ 5,000.00
05/24/2023	One Legal LLC (Info Track)	eFiling & eServe Fees - Case Management Statement, Proof of Service (not Summons a	\$ 26.90
08/16/2023	One Legal LLC (Info Track)	eFiling & eServe Fees - Case Management Statement	\$ 27.90
08/31/2023	One Legal LLC (Info Track)	eFiling & eServe Fees - Notice, Proof of Service (not Summons and Complaint)	\$ 25.90
09/08/2023	Superior Court of California Alamed	Download General, Minute Orders re Case Management Conference and Hearing on Mot	\$ 8.00
09/13/2023	One Legal LLC (Info Track)	Courtesy Copy Delivery - Notice of, Proof of Service (not Summons and Complaint)	\$ 50.00
10/11/2023	One Legal LLC (Info Track)	eFiling & eServe Fees - Brief, Request for Judicial Notice, Proof of Service (not Summon:	\$ 24.90
10/16/2023	One Legal LLC (Info Track)	Courtesy Copy Delivery - Brief, Request for Judicial Notice, Proof of Service (not Summo	\$ 50.00
10/23/2023	One Legal LLC (Info Track)	eFiling & eServe Fees - Notice of Settlement	\$ 24.90
10/25/2023	Superior Court of California Alamed	Download General Order re Case Management Order	\$ 2.00
01/12/2024	One Legal LLC (Info Track)	eFiling & eServe Fees - Case Management Statement	\$ 27.90
01/31/2024	Superior Court of California Alamed	Document Download	\$ 2.00
03/19/2024	One Legal LLC (Info Track)	eFiling Fee - Miscellaneous - Other	\$ 21.90
04/08/2024	One Legal LLC (Info Track)	eFiling Fee - Case Management Statement	\$ 21.90
Total 102748 - Medrano, Erica v. GoBrands, et a			\$ 10,479.48
04/19/2022	LWDA	4/18/22 - Initial PAGA Filing	\$ 75.00
05/25/2022	Command Investigations	4/19/22 - Hannafin - Investigation	\$ 585.50
06/30/2022	ABC Legal Services, LLC	Process Service	\$ 225.00
06/30/2022	One Legal LLC (Info Track)	Complaint, Summons, Civil Case Cover Sheet	\$ 1,454.45
07/05/2022	One Legal LLC (Info Track)	Proof of Personal Service	\$ 19.45
07/31/2022	SWCK	Copies and Printing from Shared Printing (2021-2022)	\$ 11.00
08/17/2022	Superior Court of California Alamed	Document Download	\$ 3.00
08/18/2022	Superior Court of California Alamed	Document Download	\$ 2.00
09/19/2022	Superior Court of California Alamed	Document Download	\$ 11.00
10/07/2022	One Legal LLC (Info Track)	Service on a Registered Agent - Demand for Arbitration - Company Serve - GBL CALIFC	\$ 40.00
11/18/2022	One Legal LLC (Info Track)	Efiling Fees - Opposition, Request for Judicial Notice, Declaration	\$ 25.45
11/18/2022	One Legal LLC (Info Track)	Courtesy & Photocopy Fees - No Split - Opposition (Plaintiffs' Opposition to Defendants'	\$ 70.50
11/30/2022	RELX Inc DBA LexisNexis	Document Retrieval - Period: 11/01/22 - 11/30/22	\$ 5.69

DATE	VENDOR	DESCRIPTION	AMOUNT
11/30/2022	Superior Court of California Alamed	Document Download	\$ 5.00
12/01/2022	Superior Court of California Alamed	Stipulation and Order	\$ 5.00
12/20/2022	One Legal LLC (Info Track)	Court Filing & eFiling Fees - Notice of Posting of Jury Fees	\$ 175.45
12/27/2022	One Legal LLC (Info Track)	eFiling & eServe Fee - Case Management Statement	\$ 25.45
01/19/2023	Superior Court of California Alamed	Document Download	\$ 9.00
02/07/2023	JAMS, Inc.	3/14/23 - Mediation Filing Fee - No Split	\$ 2,868.75
05/18/2023	Ortman Mediation, Inc.- S-Corp.	8/14/23 Mediation	\$ 5,000.00
08/25/2023	One Legal LLC (Info Track)	eFiling & eServe Fees - Case Management Statement	\$ 26.90
09/08/2023	Superior Court of California Alamed	Download Order re Case Management Order	\$ 2.00
10/23/2023	One Legal LLC (Info Track)	eFiling & eServe Fees - Notice of Settlement	\$ 25.90
11/20/2023	One Legal LLC (Info Track)	eFiling & eServe Fees - Case Management Statement	\$ 26.90
03/05/2024	One Legal LLC (Info Track)	eFiling Fee - Joint Status Conference Statement	\$ 14.95
03/05/2024	One Legal LLC (Info Track)	eFiling Fee - Miscellaneous - Other	\$ 21.90
03/05/2024	One Legal LLC (Info Track)	eFiling Fee - Miscellaneous - Other	\$ 14.95
03/08/2024	Superior Court of California Alamed	Document Download	\$ 3.00
Total 102749 - Hannafin, Gerald v. GoBrands, et			\$ 10,753.19
02/07/2023	JAMS, Inc.	3/14/23 - Mediation Filing Fee - No Split	\$ 2,868.75
Total Nolasco v GoBrands (PAGA)			\$ 2,868.75
02/07/2023	Command Investigations	Background Check - Gallardo, Angel	\$ 455.00
08/23/2023	One Legal LLC (Info Track)	Court Filing Fees - Complaint, Civil Case Cover Sheet, Summons	\$ 1,454.90
08/28/2023	One Legal LLC (Info Track)	Service on a Registered Agent - Complaint, Summons, Civil Case Cover Sheet, Notice o	\$ 40.00
08/28/2023	One Legal LLC (Info Track)	Service on a Registered Agent - Complaint, Summons, Civil Case Cover Sheet, Notice o	\$ 40.00
08/29/2023	One Legal LLC (Info Track)	eFiling Fees - Proof of Personal Service, Proof of Personal Service	\$ 19.90
08/30/2023	One Legal LLC (Info Track)	eFiling Fees - Proof of Service by Substituted Service	\$ 19.90
09/30/2023	SWCK	Copies and Printing from Shared Printing (2021-2023)	\$ 39.00
10/05/2023	Superior Court of California Alamed	Download Tentative Ruling, Order and Stipulation	\$ 7.00
10/23/2023	One Legal LLC (Info Track)	eFiling & eServe Fees - Notice of Settlement	\$ 24.90
11/30/2023	RELX Inc DBA LexisNexis	Document Retrieval - Period: 11/01/23 - 11/30/23	\$ 7.28
12/01/2023	Superior Court of California Alamed	Document Download - Case Management Order	\$ 3.00
12/31/2023	RELX Inc DBA LexisNexis	Document Retrieval - Period: 12/01/23 - 12/31/23	\$ 25.32
02/03/2024	RELX Inc DBA LexisNexis	Document Retrieval - Period: 01/01/24- 01/31/24	\$ 24.25
02/29/2024	RELX Inc DBA LexisNexis	Document Retrieval - Period: 02/01/24- 02/29/24	\$ 32.78
03/05/2024	One Legal LLC (Info Track)	eFiling Fee - Joint Status Conference Statement	\$ 14.95
03/05/2024	One Legal LLC (Info Track)	eFiling Fee - Miscellaneous - Other	\$ 21.90
03/08/2024	Superior Court of California Alamed	Document Download	\$ 3.00
03/26/2024	One Legal LLC (Info Track)	Court Filing Fees - Return of Complex Fee	\$ (1,000.00)
Total 104980 - Gallardo, Angel v GoBrands(PAGA)			\$ 1,233.08
02/14/2023	Command Investigations	Background Check - Maddox, Dante	\$ 412.50
Total 104981 - Maddox, Dante v. GoBrands(PAGA)			\$ 412.50
02/14/2023	Command Investigations	Background Check - Hamati, Faris	\$ 297.50
11/30/2023	RELX Inc DBA LexisNexis	Document Retrieval - Period: 11/01/23 - 11/30/23	\$ 2.43
12/31/2023	RELX Inc DBA LexisNexis	Document Retrieval - Period: 12/01/23 - 12/31/23	\$ 21.51
02/03/2024	RELX Inc DBA LexisNexis	Document Retrieval - Period: 01/01/24- 01/31/24	\$ 20.04
02/29/2024	RELX Inc DBA LexisNexis	Document Retrieval - Period: 02/01/24- 02/29/24	\$ 26.23
Total 104982 - Hamati, Faris v. GoBrands			\$ 367.71

DATE	VENDOR	DESCRIPTION	AMOUNT
		Grand Total GoBrands	<u>\$ 39,937.63</u>