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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF LOS ANGELES**

NATASHA BARBEE, on behalf of the
State of California, as a private attorney
general,

Plaintiff,

v.

CARL WARREN & COMPANY, LLC, a
California Limited Liability Company; and
Does 1 through 50, inclusive,

Defendants.

Case No.: **22VECV00841**

**DECLARATION OF VICTORIA B.
RIVAPALACIO IN SUPPORT OF MOTION
TO APPROVE PAGA SETTLEMENT**

Hearing Date: April 20, 2026

Hearing Time: 9:00 am

Reservation Number is 551951327602

Judge: Hon. Eric Harmon

Dept.: 107

Action Filed: June 20, 2022

Trial Date: Not Set

1 I, Victoria B. Rivapalacio, declare as follows:

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

8 2. A true and correct copy of the fully executed PAGA Settlement Agreement
9 (“Agreement”) with Carl Warren & Company, LLC (“Defendant”) is attached as Exhibit #1. On July
10 18, 2024, the Parties engaged in a mediation session before mediator Gig Kyriacou, Esq. Through
11 arms-length negotiations with the assistance of the mediator, the Parties reached an agreement to settle
12 the PAGA claims in this Action which led to the signing of a Memorandum of Understanding.

13 3. The Litigation –

14 (a) PAGA Counsel sent the necessary correspondence to the California Labor and
15 Workforce Development Agency (“LWDA”) on February 21, 2022, on behalf of Plaintiff Natasha
16 Barbee, requesting authorization from the LWDA to seek civil penalties as provided by the Private
17 Attorney General Act of 2004 (“PAGA”) for the wage and hour violations alleged in the PAGA
18 Notice. A true and correct copy of this PAGA Notice is attached hereto as Exhibit #5. The 65-day
19 notice period for the LWDA to notify of its intent to investigate expired on April 27, 2022. On June
20 20, 2022, Plaintiff Barbee filed a Representative Action Complaint in this Court against Defendant
21 Carl Warren & Company, LLC, alleging a cause of action for recovery of civil penalties for Violation
22 of the PAGA [Labor Code §§ 2698, *et seq.*].

23 Plaintiff and Defendant agreed to mediate with Gig Kyriacou, Esq. Prior to the mediation, the
24 Parties conducted significant investigation and discovery of the facts and law. Defendant produced
25 documents and data relating to its policies, practices, and procedures regarding paying non-exempt
26 employees for all hours worked, overtime, meal and rest period policies, payroll and operations
27 policies, and more. Plaintiff was provided with sufficient records and data to determine the number of
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1 Aggrieved Employees and the number of pay periods in the PAGA Period. The Parties agree that the
2 above-described investigation and evaluation, as well as the information exchanged during the
3 settlement negotiations, are more than sufficient to assess the merits of the Parties' positions and to
4 compromise the issues on a fair and equitable basis.

5 (b) Plaintiff's theory of PAGA liability as argued at mediation alleged that
6 Defendant is liable for its failure to compensate for off-the-clock work, despite knowing that
7 employees were required to carry out both pre shift and post shift duties, including the constant
8 monitoring of their work phones. Defendant's own company handbook does not allow its employees
9 to record the time they spent monitoring or using their personal or work phones for work purposes.
10 Further, the following additional remunerations were not fully incorporated in the regular rate for
11 paying overtime, sick pay, or meal premiums: B-BONUS (quarterly, 25 payments, \$20,911 total),
12 FLT-Floater Additional Earnings (9 payments, \$1506.73 total), RFB-Referral BONUS Additional
13 Earnings (Monthly) (5 payments, \$4000 total). Approximately, 41.9% of employees and 7.1% of pay
14 periods have overtime and any of the bonuses earned; 38.7% of employees and 2% of pay periods
15 have sick pay and any bonuses earned; and 9.7% of employees and 0.4% of pay periods have meal
16 premiums and any bonuses earned. There is also substantial liability for meal period violations
17 evidenced in the records that have not been cured with the payment of a premium wage. The time
18 punch records reflect a meal break violation rate assuming waiver of 56.2% of all shifts (12,500 unique
19 violations out of shifts analyzed). The pay data reflects meal break premiums paid for 112 instances,
20 therefore roughly 0.9% of facial violations have had a premium paid. Lastly, Defendant failed to
21 reimburse Plaintiff for the use of her personal cell phone for work purposes. Defendant vehemently
22 disputed Plaintiff's arguments and asserted counter-arguments at mediation.

23 (c) On July 18, 2024, the Parties engaged in an all-day mediation session with Gig
24 Kyriacou, Esq., a respected and experienced mediator knowledgeable of both the wage and hour laws
25 and representative claims at issue in this action. Through arms-length negotiations with the assistance
26 of the mediator, the Parties reached an agreement to settle the PAGA claims in this action which led
27 to the signing of a Memorandum of Understanding memorializing the settlement. The settlement was
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1 negotiated in light of all known facts and circumstances and the uncertainty associated with litigation
2 – including the risk of Plaintiff not being able to maintain representative claims, the difficulty of
3 proving Plaintiff’s claims in a manageable trial, the merits of Defendant’s potential defenses, and the
4 significant delay and potential appellate issues inherent to litigation – and was reached after extensive
5 arm’s length negotiations, with the assistance of Mr. Kyriacou as Mediator.

6 (d) In addition to the Gross PAGA Settlement Amount, Defendant has agreed to separately
7 settle Plaintiff’s individual non-PAGA claims arising out of her employment pursuant to separate
8 confidential Individual Settlement Agreement (“Individual Settlement”) (Agreement at ¶ 2.6). The
9 individual claims are not at issue in this action and exist independent and apart from the PAGA claims
10 at issue before the Court. *See Kim v. Reins Int’l Cal., Inc.*, 9 Cal. 5th 73, 80 (2020) (the “[s]ettlement
11 of individual claims does not strip an Aggrieved Employee of standing, as the state’s authorized
12 representative, to pursue PAGA remedies” nor resolve the PAGA claims.).

13 4. The claim before this Court on this motion is solely the representative claim
14 under PAGA on behalf of the State of California for civil penalties pursuant to the PAGA. The PAGA
15 settlement is subject to Court approval consistent with Labor Code §2699(1)(2) (2016). (Agreement
16 at ¶ 6.1). The Agreement negotiated by the Parties provides for a “Gross PAGA Settlement Amount”
17 payment in the amount of \$130,000 to resolve the Released PAGA Claims (hereinafter referred to as
18 the “PAGA Settlement”). From this Gross PAGA Settlement Amount of \$130,000, there is a deduction
19 of attorneys’ fees (“PAGA Counsel Expenses Payment”) up to \$43,333 (which is one-third of the
20 PAGA Settlement), reimbursement of incurred costs (“PAGA Counsel Litigation Expenses Payment”)
21 in an amount not more than \$24,000, and Settlement Administration Costs (“Administration Expenses
22 Payment”) not to exceed \$5,000. (Agreement at ¶¶ 1.5, 1.21-1.22, 3.2.1-3.2.3). If the Court approves a
23 PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the
24 amounts requested, the Administrator will allocate the remainder of these amounts to the PAGA
25 Payment. (Agreement at ¶¶ 1.21-1.22). To the extent the Administration Expenses are less, or the
26 Court approves payment less than \$5,000, the Administrator will allocate the remainder of this amount
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1 to the PAGA Payment (*Id.* at ¶ 1.5). After these deductions, the amount remaining is the “PAGA
2 Payment”, which is estimated to be no less than \$57,667.

3 Of the PAGA Payment amount, seventy-five percent (75%) (no less than \$43,250.25) will be
4 paid to the LWDA and the remaining twenty-five percent (25%) (no less than \$14,416.75) will be paid
5 to the Aggrieved Employees (Agreement at ¶ 1.23). This 75/25 allocation is required by Labor Code
6 §2699 as explained by *ZB, N.A. v. Superior Court*, 8 Cal.5th 175 (2019), and the prior 75/25 split still
7 applies because this Action was filed before June 2024. *See* Cal. Lab Code § 2699 (v) (2024).
8 “Aggrieved Employees” means all individuals who are or previously were employed by Defendant in
9 California and classified as a non-exempt employee at any time during the PAGA Period. (Agreement
10 at ¶ 1.6).

11 The Individual PAGA Payment for each Aggrieved Employee shall be based on the number of
12 pay periods each Aggrieved Employee worked during the PAGA Period as an Aggrieved Employee,
13 as a percentage of the total pay periods worked by all Aggrieved Employees during the PAGA Period.¹
14 The PAGA Period is the time period from April 16, 2021 through December 31, 2024. (Agreement at
15 ¶ 1.25). As of approximately December 29, 2025, Defendant has represented that the Aggrieved
16 Employees consist of approximately 59 Aggrieved Employees who collectively worked approximately
17 2,438 PAGA Pay Periods during the PAGA Period. (Agreement at ¶ 8.1).

18 Upon entry of final judgment, the Released Parties shall be entitled to a release from the
19 Aggrieved Employees for any “Released PAGA Claims”, which means all claims for PAGA penalties
20 that were alleged, or reasonably could have been alleged, based on the facts stated in the Related
21 Actions,² which occurred during the PAGA Period. (collectively the “Released PAGA Claims”).
22 (Agreement at ¶ 5). The Released PAGA Claims expressly exclude all other claims, including claims
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25 ¹ See Agreement at ¶ 3.2.3 (“The Administrator will calculate each Individual PAGA Payment by (a)
26 dividing the amount of the Aggrieved Employees’ 25% share of PAGA Payment by the total number
27 of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b)
28 multiplying the result by each Aggrieved Employee’s PAGA Period Pay Periods.”)

² “Related Actions” are defined collectively as the *Barbee* PAGA Action, the PAGA Notice, and the
Barbee Arbitration Action. (Agreement at ¶ 1.28.)

1 for vested benefits, unemployment insurance, disability, social security, workers' compensation, and
2 Plaintiff's individual claims which are subject to a separate release. (*Id.*)

3 Upon full funding of the Gross Settlement Amount, the State of California, LWDA and all
4 Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and
5 present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the "Released
6 Parties" which means Defendant and each of its past and present subsidiaries, parents, affiliates,
7 divisions, predecessors and successors in interest, assignees, nominees, authorized franchisees,
8 servants, agents, investors, stockholders, directors, officers, members, owners, employees,
9 representatives, insurers, consultants, advisors, and attorneys (and the servants, agents, directors,
10 officers, consultants, advisors, members, owners, employees, representatives, insurance carriers and
11 attorneys of any past or present subsidiaries, parents, or affiliates), and all persons acting by, through,
12 under or in concert with Defendant and its respective heirs, successors, and assigns, the "Released
13 PAGA Claims." (Agreement at ¶¶ 1.30, 5.1.)

14 Within thirty (30) days after Defendant funds the Gross PAGA Settlement Amount, the
15 Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the
16 Administration Expenses Payment, the PAGA Counsel Expenses Payment, and the PAGA Counsel
17 Expenses Payment. (Agreement at ¶ 4.4). Disbursement of the PAGA Counsel Fees Payment, the
18 PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment, shall not
19 precede disbursement of Individual PAGA Payments. (Agreement at ¶ 4.4). The face of each check
20 shall prominently state the void date, which is 180 days after the date of mailing when the check will
21 be voided. The Administrator will cancel all checks not cashed by the void date. (*Id.* at ¶ 4.4.1) For
22 any Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled after the
23 void date, the Administrator shall transmit the funds represented by such checks to the State Controller
24 Unclaimed Property Fund in the name of the individual who failed to cash their check. (*Id.* at ¶ 4.4.3)

25 PAGA Counsel Fees Payment equal to one-third of the Gross PAGA Settlement amount
26 (\$43,333), and PAGA Counsel Litigation Expenses Payment in an amount not to exceed \$24,000 will
27 also be paid to PAGA Counsel as part of the settlement in accordance with California Labor Code §
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1 2699(g)(1), as set forth in the Agreement. Lastly, payment to the Administrator in an amount not to
2 exceed \$5,000 to perform the administrative duties to distribute the settlement money shall also be paid.

3 5. As experienced counsel, we believe that the PAGA Settlement is fair and reasonable
4 and therefore should be approved in light of Defendant's potential defenses to the violations at issue,
5 the risks and costs of continued litigation. Here, the Gross PAGA Settlement Amount of \$130,000 is
6 more than other PAGA settlements as it constitutes approximately \$57.77 per pay period. This PAGA
7 Settlement amount compares favorably to the estimated amount of PAGA penalties. With the
8 assistance of an expert, Plaintiff calculated that the maximum amount of statutory PAGA civil
9 penalties was potentially \$225,000 based on 2,250 pay periods applicable to the Aggrieved Employees
10 during the PAGA Period.³ Importantly, however, these calculations were performed at the maximum
11 statutory rate for the penalties, when in fact, it is likely that any penalties awarded would be at a lower
12 rate. California Labor Code Section 2699(e)(1) permits a Court to award a lesser amount than the
13 maximum civil penalty if based on the facts and circumstances to do otherwise would result in an
14 award that is "unjust, arbitrary and oppressive or confiscatory." In *Carrington v. Starbucks Corp.*, 30
15 Cal. App. 5th 504 (2018), the Court of Appeal affirmed a judgment after trial which only provided for
16 a PAGA penalty of \$5 per pay period. Therefore, at trial, any PAGA penalties awarded could be
17 significantly less than Plaintiff's calculation even where Plaintiff prevailed on the PAGA claim. If the
18 amount of \$5 per pay period from *Carrington v. Starbucks* is used, the potential recovery of civil
19 penalties would be only \$11,250, which is far less than this settlement provides.

20 6. Here, Plaintiff would need to prove that each Aggrieved Employee suffered a violation
21 for each period the employee worked in relation to meal or rest period violations, failure to pay
22 minimum wages, failure to pay overtime and sick pay wages, failure to provide accurate itemized
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25 ³ Stacking is where more than one civil penalty is imposed in a pay period for the same conduct. The
26 valuation of \$225,000 is the civil penalty amount without stacking. If stacking is permitted, then the
27 valuation increases with each additional penalty added to each pay period. Plaintiff, however, is not
28 aware of any PAGA award which permitted stacking and in the cases cited herein, only one penalty
per pay period was assessed. In addition, the recent amendment of PAGA casts further doubt on the
availability of stacking penalties.

1 wage statements, failure to reimburse employees for required expenses, and failure to pay wages when
2 due.

3 Defendant maintains that Plaintiff and the Aggrieved Employees were properly compensated,
4 and that it did not violate the Labor Code. Accordingly, Defendant disputes and denies Plaintiff's
5 allegations and claims asserted in both the PAGA Notice and the Operative Complaint, which are
6 resolved by the Agreement. Defendant asserted additional defenses to the PAGA claim, not only as
7 to liability but also as to the amount of the penalties. Defendant could argue that no penalties prior to
8 the PAGA notification should be awarded because the violations were not intentional. These defenses
9 present a risk to the PAGA claims and the potential that some or all of the PAGA penalties sought
10 may not be awarded.

11 Given Defendant's potential defenses to the violations at issue, the risks and costs of continued
12 litigation, Plaintiff and her attorneys believe that the PAGA Settlement is fair and reasonable.
13 Defendant has similarly concluded that it is desirable that the action is settled in the manner and upon
14 the terms and conditions set forth in the Agreement in order to avoid further expense, inconvenience
15 and distraction of further legal proceedings, as well as the uncertainty of litigation. Defendant has
16 determined that it is desirable and beneficial to put to rest the claims in this action and Defendant
17 agrees that the PAGA Settlement is fair, reasonable, and adequate.

18 PAGA Counsel have significant experience litigating wage and hour claims including claims
19 for PAGA penalties, and the PAGA Settlement here is similar to or greater than similar settlements
20 that courts have approved. The PAGA Settlement, along with the other terms of the proposed
21 settlement, were negotiated by experienced counsel at arm's length with the assistance of a private
22 mediator, Gig Kyriacou, Esq.

23 As set forth in the accompanying proof of service, the LWDA has been provided notice of this
24 motion and the PAGA settlement. The decision of the LWDA to accept the PAGA Settlement and
25 not oppose the motion should be given considerable weight. This is not a situation where the Court
26 needs to be concerned about the rights of absent employees as in a class settlement, as this PAGA-
27 only settlement does not release the individual claims of absent employees other than PAGA claims,
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1 and the LWDA is a sophisticated government entity that is more than able to look out for its own
2 rights.

3 7. PAGA Counsel seek approval of attorneys' fees from the PAGA settlement in the
4 amount of \$43,333 representing one-third of the \$130,000.00 Gross PAGA Settlement Amount. The
5 attorneys' fees will be paid fully to Blumenthal Nordrehaug Bhowmik De Blouw LLP. The payment
6 of attorneys' fees and costs to PAGA Counsel under the Agreement is supported by several factors.
7 First, the requested fees are justified by the result achieved. PAGA Counsel negotiated a recovery of
8 \$130,000 and this result justifies the requested fees equal to one third of this recovery. This percentage
9 is within the standard contingent recovery percentage of one-third, and this percentage is what was
10 expressly approved by the Supreme Court in *Laffitte v. Robert Half Int'l Inc.*, 1 Cal.5th 480, 504,
11 (2016). Second, the fee award is justified by the work performed and contributions to the case. The
12 fee award is less than PAGA Counsel's current lodestar of \$81,066.25 representing a "negative
13 multiplier," with significant additional work to be performed. As detailed in the accompanying billing
14 statement from BNBD, true and correct copies of which are attached hereto as Exhibit #2, the current
15 lodestar for the firm in this matter as of January 12, 2026 is \$81,066.25 for more than 1,625 hours of
16 work prosecuting the claims being resolved by this Settlement. This time does not include time
17 incurred after the billing was finalized and the time spent managing the completion of the settlement,
18 which I estimate will add another \$20,000 in additional lodestar. Third, the consideration of the
19 enhancement factors would justify the enhancement of the lodestar. Courts multiply the lodestar by a
20 factor to account for the risk of non-payment, delay in payment, the quality of work, and the novelty
21 and difficulty of the issues involved. Here, where an enhancement would be warranted, but the fee
22 award is less than the lodestar, there can be no question of the reasonableness of the award.

23 8. The award of litigation expenses is based upon the actual expenses incurred by PAGA
24 Counsel, which currently are \$21,831.48 which is less than the \$24,000 allocation for costs in the
25 Agreement, so the difference of \$2,168.52 will be added to the PAGA Payment amount. The litigation
26 expenses incurred by BNBD total \$21,831.48 and were all reasonably necessary to the litigation. The
27 specific itemization of costs incurred by this firm are detailed in Exhibit #2 attached hereto.
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1 Experience and Qualifications

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

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

23 (b) Blumenthal Nordrehaug Bhowmik De Blouw LLP has litigated hundreds of
24 PAGA claims. In particular, in the last several years Blumenthal Nordrehaug Bhowmik De Blouw
25 LLP negotiated court-approved PAGA settlements with: (i) Mattress Firm in the amount of \$3,750,000
26 (*Miller v. Mattress Firm*, Santa Clara County Superior Court Case No. 17CV313148); (ii) CH
27 Robinson in the amount of \$630,000 (*Poublon v. C.H. Robinson*, U.S.D.C. Central District of
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1 California Case No. 12-06654); (iii) Accentcare in the amount of \$500,000 (*Lanuza v. Accentcare*,
2 San Francisco Superior Court Case No. CGC-18-565521); (iv) Prime Healthcare in the amount of
3 \$700,000 (*Ortega v. Prime Healthcare Paradise Valley, LLC*, Superior Court of California for the
4 County of San Diego, Case No. 37-2014-00011240); (v) Planet Beauty in the amount of \$200,000
5 (*Sanchez v. Beena Beauty Holding, Inc.*, Superior Court of California for the County of Los Angeles,
6 Case No. BC566065); (vi) Holman Automotive Group in the amount of \$580,000 (*Gabriel v. KUNI*
7 *SDI, LLC, et al.*, Superior Court of California for the County of San Diego, Case No. 37-2017-
8 00025191); (vii) Aircraft Service International in the amount of \$1,100,000 (*Martin v. Aircraft Service*
9 *International, Inc., et al.*, Superior Court of California, County of San Francisco Case No. CGC-18-
10 566072); (viii) Easy Driving School in the amount of \$896,000 (*Thomas v. Easy Driving School*,
11 Superior Court for the County of San Diego, Case No. 37-2018-00047639); (ix) Café Rio in the
12 amount of \$835,000 (*Quincho v. Café Rio*, Superior Court for the County of San Bernardino, Case
13 No. CIVDS2011822); (x) Altamed in the amount of \$1,570,000 (*Meek v. Altamed Health Services*,
14 Superior Court for the County of Los Angeles, Case No. 20STCV47464); (xi) Lululemon in the
15 amount of \$1,200,000 (*O'Donnell v. Lululemon USA, Inc.*, Superior Court for the County of Ventura,
16 Case No. 56-2020-00542441); (xii) Yourmechanic in the amount of \$1,285,000 (*Provost v.*
17 *Yourmechanic, Inc.*, Superior Court for the County of San Diego, Case No. 37-2017-00024056); (xiii)
18 Altamed in the amount of \$1,570,000 (*Meek v. Altamed Health Services*, Superior Court for the County
19 of Los Angeles, Case No. 20STCV47464); (ix) Oakhurst in the amount of \$380,000 (*Neff v. Oakhurst*
20 *Industries*, Superior Court for the County of Los Angeles, Case No. 21STCV21110); (x) and, Gurnick
21 Academy of Medical Arts in the amount of \$545,000 (*Serna v. Gurnick Academy of Medical Arts*,
22 Superior Court for the County of San Mateo, Case No. 22-CIV-01185); and, (xi) Lancaster Hospital
23 in the amount of \$815,000 (*Gonzalez v. Lancaster Hospital Corporation* (Los Angeles Superior Court
24 Case No. 22AVCV00254). Based upon our significant experience litigating claims for PAGA
25 penalties, the opinion of experience counsel is that this is an excellent settlement and the PAGA
26 Payment here is greater on a per pay period basis than similar settlements that my firm has previously
27 negotiated, and which courts have approved.

1 (c) Then Chief Judge Irma Gonzales in a consolidated class action representing
2 hundreds of armed forces officers held that Blumenthal Nordrehaug Bhowmik De Blouw LLP was
3 "qualified counsel with extensive experience in class action litigation." *McPhail v. First Command*
4 *Fin. Planning, Inc.*, 247 F.R.D. 598, 611 (S.D. Cal. 2007). Examples of other contested actions where
5 class certification was granted Blumenthal Nordrehaug Bhowmik De Blouw LLP was appointed lead
6 class counsel in wage and hour class actions in Federal Court include *Schulz v. Qualxserv, LLC*, 2012
7 U.S. Dist. LEXIS 58561 (S.D. Cal. 2012); *Dobrosky v. Arthur J. Gallagher Serv. Co., LLC*, No. EDCV
8 13-0646 JGB (SPx), 2014 U.S. Dist. LEXIS 106345 (C.D. Cal. July 30, 2014); *Culley v. Lincare Inc.*,
9 No. 2:15-cv-00081-MCE-CMK, 2016 U.S. Dist. LEXIS 105704 (E.D. Cal. Aug. 10, 2016); *Nelson v.*
10 *Avon Prods.*, No. 13-cv-02276-BLF, 2015 U.S. Dist. LEXIS 51104 (N.D. Cal. Apr. 17, 2015); *Orozco*
11 *v. Illinois Tool Works*, U.S.D.C. Case No. 14-cv-02113-MCE, 2016 U.S. Dist. LEXIS 158115 (E.D.
12 Cal. February 17, 2017); *Metrow v. Liberty Mutual*, U.S.D.C. Case No. EDCV 16-1133 JGB (C.D.
13 Cal. May 1, 2017). Some examples of heavily contested State Court wage and hour class actions
14 where class certification was obtained and BNBD was appointed lead class counsel include *Vakili v.*
15 *Dignity Health, et al.*, San Francisco Superior Court, Case No. CGC-18-569456 (December 16, 2021);
16 *Armstrong v. Ruan Transport*, San Bernardino Superior Court, Case No. CIVDS1605897 (August 11,
17 2020); *Spears v. Health Net of California*, Sacramento County Superior Court, Case No. 34-2017-
18 00210560 (Oct. 8, 2019); *El Pollo Loco Wage and Hour Cases*, Orange County Superior Court, JCCP
19 Case No. 4957 (July 30, 3018); *Torrento v. Lucile Packard Children's Hospital*, Santa Clara County
20 Superior Court Case No. 2016-1-CV-291035 (July 17, 2018); *Salem v. Alliance*, San Bernadino
21 Superior Court, Case No. CIVRS1401129 (March 8, 2016); *Rivers v. Veolia*, Sonoma County Superior
22 Court Case No. SCV 255350 (March 9, 2016); *Mathies v. Union Bank*, San Francisco Superior Court
23 Case No. CGC-10-498077 (Sept. 11, 2013); *Jefferson v. Bottling Co, LLC*, Orange County Superior
24 Court Case No. 30-2009-00180102-CU-OE-CXC (Sept. 7, 2010); *Rangel v. Balboa Ambulance Co.*,
25 37-2008-00095700-CU-BT-CTL (Fe. 11, 2010); *Tan v. CSAA*, Orange County Superior Court, Case
26 No. 30-2008-00231219 (Nov. 23, 2009).

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

17 10. The hourly rates for staff at Blumenthal Nordrehaug Bhowmik De Blouw LLP are as
18 follows: Partner Attorneys from \$850 to \$995, Associate Attorneys from \$450 to \$750, Paralegals
19 from \$250 to \$275. This firm's hourly rates are based upon the Laffey Matrix with the appropriate 2%
20 increase adjustment for Southern California. A true and correct copy of the current Laffey Matrix is
21 attached hereto as Exhibit #4. These hourly rates have been approved by Court's throughout
22 California, including the Courts in the Superior Court of California. In fact, on August 1, 2018, District
23 Judge Andre Birotte Jr. explicitly found that Class Counsel's "rates generally appear reasonable and
24 'in line with those prevailing in the [relevant] community'—the Central District of California".
25 Finally, the reasonableness of PAGA Counsel's hourly rates is further confirmed by comparing such
26 rates with the rates of comparable counsel practicing complex and class litigation as detailed in the
27 National Law Journal Billing Survey. See e.g. *Zest IP Holdings, LLC v. Implant Direct MFG., LLC*,
28

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

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

17
18 12. Settlement Administration – ILYM Group, Inc. (“ILYM”) was selected as the
19 Settlement Administrator based upon their estimate. We obtained estimates from APEX Class Action
20 Administration (“APEX”) and ILYM, using the same criteria. The ILYM estimate provides for
21 Administration Expenses in the amount of \$3,500. The APEX estimate was \$4,300. As a result, the
22 lowest bid from ILYM was selected by the Parties. A Declaration from ILYM is submitted in support
23 of this motion which addresses their qualifications and their estimate as Exhibit #6.

24
25 13. Conflicts – Neither Plaintiff nor my firm have any relationship with the Administrator,
26 nor any actual or potential conflicts of interest with Aggrieved Employees or the LWDA.

1 14. PAGA Penalties Valuation

2 (a) Plaintiff's theory of PAGA liability as argued at mediation alleged that
3 Defendant is liable for its failure to compensate for off-the-clock work, despite knowing that
4 employees were required to carry out both pre shift and post shift duties, including the constant
5 monitoring of their work phones. Defendant's own company handbook does not allow its employees
6 to record the time they spent monitoring or using their personal or work phones for work purposes.
7 Further, the following additional remunerations were not fully incorporated in the regular rate for
8 paying overtime, sick pay, or meal premiums: B-BONUS (quarterly, 25 payments, \$20,911 total),
9 FLT-Floater Additional Earnings (9 payments, \$1506.73 total), RFB-Referral BONUS Additional
10 Earnings (Monthly) (5 payments, \$4000 total). Approximately, 41.9% of employees and 7.1% of pay
11 periods have overtime and any of the bonuses earned; 38.7% of employees and 2% of pay periods
12 have sick pay and any bonuses earned; and 9.7% of employees and 0.4% of pay periods have meal
13 premiums and any bonuses earned. There is also substantial liability for meal period violations
14 evidenced in the records that have not been cured with the payment of a premium wage. The time
15 punch records reflect a meal break violation rate assuming waiver of 56.2% of all shifts (12,500 unique
16 violations out of shifts analyzed). The pay data reflects meal break premiums paid for 112 instances,
17 therefore roughly 0.9% of facial violations have had a premium paid. Lastly, Defendant failed to
18 reimburse Plaintiff for the use of her personal cell phone for work purposes.

19 On July 18, 2024, the Parties engaged in an all-day mediation.

20 (b) For mediation, Defendant represented that as of approximately July 18, 2024, there
21 aggrieved employee count consisted of 61 Aggrieved Employees who collectively worked
22 approximately 2,250 PAGA Pay Periods, as such there were 2,250 potential violations.

23 (c) With the assistance of an expert, Plaintiff calculated that the maximum amount of
24 statutory PAGA civil penalties was potentially \$225,000 without stacking based on 2,250 pay periods
25 applicable to the 61 Aggrieved Employees during the PAGA Period at a rate of \$100 per pay period.⁴

26 _____
27 ⁴ Stacking is where more than one civil penalty is imposed in a pay period for the same conduct. The
28 valuation of \$225,000 is the civil penalty amount without stacking. If stacking is permitted, then the
valuation increases with each additional penalty added to each pay period. Plaintiff, however, is not

1 (d) In *Carrington v. Starbucks Corp.*, 30 Cal. App. 5th 504 (2018), the Court of Appeal
2 affirmed a judgment after trial which only provided for a PAGA penalty of \$5 per pay period.
3 Therefore, at trial, any PAGA penalties awarded could be significantly less than Plaintiff's calculation
4 even where Plaintiff prevailed on the PAGA claim. Plaintiff uses the guidance in *Carrington* of a
5 reasonable result at trial of \$5 per pay period, which means the potential recovery of civil penalties
6 would be only \$11,250 at trial, which is far less than this settlement provides.

7 (e) Plaintiff believes that under the new standard announced by the California Supreme
8 Court, a finding that the alleged violations were intentional or knowing could be unlikely. The recent
9 decision that good faith belief of compliance by the employer in *Naranjo v. Spectrum Sec. Servs., Inc.*,
10 15 Cal. 5th 1056, 1065 (2024), could completely negate any argument that some or all of the violations
11 were intentional or knowing as those terms are used in the Labor Code.

12 (f) The violations predicated on the alleged miscalculation of the regular rate are based on
13 the recent decision in *Ferra v. Loews Hollywood Hotel*, 11 Cal. 5th 858 (2021) and the subsequent
14 decisions thereafter applying this decision to sick pay and meal premiums. Thus, Defendant could
15 argue that the violations are because of a change in law, and not any intentional or knowing violation
16 of the Labor Code. Defendant could also argue that they have since remedied the alleged violations
17 and that no violations are occurring now, which means that the deterrence effect of PAGA would be
18 unnecessary.

19 (g) To prevail at trial, Plaintiff would need to prove that each Aggrieved Employee
20 suffered a violation for each period the employee worked in relation to meal or rest period violations,
21 failure to pay minimum wages, failure to pay overtime and sick pay wages, failure to provide accurate
22 itemized wage statements, failure to reimburse employees for required expenses, and failure to pay
23 wages when due. Defendant maintains that Plaintiff and the Aggrieved Employees were properly
24 compensated, and that it did not violate the Labor Code. Accordingly, Defendant disputes and denies
25 Plaintiff's allegations and claims asserted in both the PAGA Notice and the Operative Complaint,

26 _____
27 aware of any PAGA award which permitted stacking and in the cases cited herein, only one penalty
28 per pay period was assessed. In addition, the recent amendment of PAGA casts further doubt on the
availability of stacking penalties.

1 which are resolved by the Agreement. Defendant has maintained and offered information supporting
2 that it pays employees all wages, provides compliant meal and rest breaks, reimburses for all
3 reasonably incurred business expenses, and prohibits off-the-clock work. Defendant asserted
4 additional defenses to the PAGA claim, not only as to liability but also as to the amount of the
5 penalties. Defendant asserted that no penalties prior to the PAGA notification should be awarded
6 because the violations were not intentional. These defenses present a risk to the PAGA claims and the
7 potential that some or all of the PAGA penalties sought may not be awarded. Given Defendant's
8 potential defenses to the violations at issue, the risks and costs of continued litigation, Plaintiff and his
9 attorneys believe that the PAGA Settlement is fair and reasonable.

10
11 15. Dismissal of Representative Claims – In exchange for the Gross PAGA Settlement
12 Amount of \$130,000, the Agreement provides for the accompanying Proposed Order and Judgment to
13 be entered. The LWDA and the Aggrieved Employees will be compensated for the dismissal of this
14 action pursuant to the Agreement and the Judgment. The Judgment makes clear that no individual
15 claims of the Aggrieved Employees are being affected or released.

16 16. The release of claims for PAGA penalties appears in the Agreement at paragraph 5.
17 The release makes clear that it binds only the named Plaintiff and the State of California. The
18 “Released Parties” are limited to “Defendant and each of its past and present subsidiaries, parents,
19 affiliates, divisions, predecessors and successors in interest, assignees, nominees, authorized
20 franchisees, servants, agents, investors, stockholders, directors, officers, members, owners,
21 employees, representatives, insurers, consultants, advisors, and attorneys (and the servants, agents,
22 directors, officers, consultants, advisors, members, owners, employees, representatives, insurance
23 carriers and attorneys of any past or present subsidiaries, parents, or affiliates), and all persons acting
24 by, through, under or in concert with Defendant and its respective heirs, successors, and assigns”.
25 (Agreement at ¶1.30). The release at paragraph 5.1 is appropriately limited to “all claims for PAGA
26 Penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the
27 Related Actions, which occurred during the PAGA Period.”
28

17. Uncashed Checks – Under the Agreement at paragraph 4.4.3, for any Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the State Controller Unclaimed Property Fund in the name of the individual who failed to cash their check.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 25th day of March 2026, at San Diego, California.

/s/ Victoria Rivapalacio

Victoria B. Rivapalacio

EXHIBIT 1

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiff Natasha Barbee (“Plaintiff”), on the one hand, and Defendant Carl Warren & Company, LLC (“Defendant”), on the other hand. The Agreement refers to Plaintiff and Defendant collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

1.1. “*Barbee* PAGA Action” means Plaintiff Natasha Barbee’s PAGA lawsuit alleging wage and hour violations against Defendant captioned *Natasha Barbee v. Carl Warren & Company, LLC*, Case No. 22VECV00841, initiated on June 20, 2022, and pending in Superior Court of the State of California, County of Los Angeles.

1.2. The “*Barbee* Arbitration Action” means the arbitration entitled *Natasha Barbee v. Carl Warren & Company, LLC*, JAMS Case Reference No. 1220073882, pending before Judicial Arbitration and Mediation Services.

1.3. “*Barbee* PAGA Notice” means the LWDA letter styled, *Natasha Barbee v. Carl Warren & Company, LLC* (LWDA Case No. L WDA-CM-869344-22) (the “PAGA Notice”).

1.4. “Administrator” means ILYM Group, Inc., the neutral entity the Parties have agreed to appoint to administer the Settlement. The Administrator establishes, designates, and maintains a QSF under Internal Revenue Code section 468B and Treasury Regulation section 1.468B-1 into which the amount of the Gross Settlement Amount is deposited for the purpose of resolving the claims in the Actions on behalf of Plaintiffs the LWDA and the Aggrieved Employees. The Administrator shall maintain the funds until distribution in an account(s) segregated from the assets of Defendant and any person related to Defendant. All accrued interest shall be paid and distributed to the Aggrieved Employees as part of their respective share of the PAGA Payment.

1.5. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross PAGA Settlement Amount to reimburse its reasonable fees and expenses in an amount not to exceed \$5,000 in connection with approval of this Settlement. If the Court approves less, then the difference between the requested and awarded amounts will be reallocated to the PAGA Payment. Defendant agrees not to oppose a request for reimbursement for the Administration Expenses Payment, which will be paid from the Gross PAGA Settlement Amount.

1.6. “Aggrieved Employees” means all individuals who are or previously were employed by Defendant in California and classified as a non-exempt employee at any time during the PAGA Period.

1.7. “Aggrieved Employee Data” means the following information for each Aggrieved Employee on Microsoft Excel spreadsheet that Defendant will in good faith compile from its records: (1) Name, (2) Social Security Number, (3) last known address,

and (4) number of PAGA Pay Periods. (To protect Aggrieved Employees' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement.)

1.8. "Aggrieved Employee Address Search" means the Administrator's investigation and search for current Aggrieved Employee mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Aggrieved Employees.

1.9. "Approval Order" means the proposed Court Order Granting Approval of PAGA Settlement.

1.10. "Court" means the Superior Court of California, County of Los Angeles.

1.11. "Defendant" means named Defendant Carl Warren & Company, LLC.

1.12. "Defense Counsel" means the law firm of Ogletree, Deakins, Nash, Smoak & Stewart, P.C.

1.13. "Effective Date" means the last of the following dates, as applicable:

- a. If no objection to the settlement in the *Barbee* PAGA Action is made, the date the Judgment is entered.
- b. If an objection to the settlement in the *Barbee* PAGA Action is made and Judgment is entered, but no appeal is filed, the last date on which a notice of appeal from the Judgment may be filed and none is filed.
- c. If Judgment is entered in the *Barbee* PAGA Action and a timely appeal from the Judgment is filed, the date the Judgment is affirmed and is no longer subject to appeal.

1.14. "Gross PAGA Settlement Amount" or "GPSA" means the total sum of \$130,000.00, which is the maximum amount Defendant agrees to pay under the Settlement, except as provided in paragraph 8 below. The Gross PAGA Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment and the Administrator Expenses.

1.15. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 25% of the PAGA Payment calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period.

1.16. “Judgment” means the judgment entered by the Court based upon the Approval Order.

1.17. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).

1.18. “LWDA PAGA Payment” means the 75% of the PAGA Payment paid to the LWDA under Labor Code section 2699, subd. (i).

1.19. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. *et seq.*).

1.20. “PAGA Counsel” means the law firm of Blumenthal Nordrehaug Bhowmik De Blouw LLP, the attorneys representing the Plaintiff in the Related Actions.

1.21. “PAGA Counsel Fees Payment” means the award of attorneys’ fees for services PAGA Counsel have rendered to Plaintiff, the State of California, and the Aggrieved Employees of not more than one-third of the Gross PAGA Settlement Amount, which is currently estimated to be Forty-Three Thousand Three Hundred Thirty-Three Dollars and Thirty-Three Cents (\$43,333.33). Defendant will not oppose the request for the PAGA Counsel Fees Payment, provided that it does not exceed this amount. If the Court approves a PAGA Counsel Fees Payment less than the amounts requested, the Administrator will allocate the remainder to the PAGA Payment. Released Parties will have no liability to PAGA Counsel or any other plaintiff’s Counsel arising from any claim to any portion any PAGA Counsel Fee Payment. The Administrator will pay the PAGA Counsel Fees Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and holds Released Parties harmless, and indemnifies them, from any dispute or controversy regarding any division or sharing of the PAGA Counsel Fees Payment.

1.22. “PAGA Counsel Litigation Expenses Payment” means the reimbursement of litigation expenses that the Court authorizes to be paid to PAGA Counsel for the services PAGA Counsel have rendered to Plaintiff, the State of California, and the Aggrieved Employees of the actual costs of litigation (currently estimated at \$21,500) and not more than \$24,000. Defendant will not oppose the request for the PAGA Counsel Litigation Expenses Payment, provided that it does not exceed this amount. If the Court approves a PAGA Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the PAGA Payment. Released Parties will have no liability to PAGA Counsel or any other plaintiff’s Counsel arising from any claim to any portion of the PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Litigation Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Litigation Expenses Payment and holds Released Parties harmless, and indemnifies them, from any dispute or controversy regarding any division or sharing of PAGA Counsel Litigation Expenses Payment.

1.23. “PAGA Payment” means the Gross PAGA Settlement Amount, less the following payments in the amounts approved by the Court: PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment and Administration Expenses Payment, which after these deductions is the total amount of PAGA civil penalties to be paid from the Gross PAGA Settlement Amount, allocated 25% to the Aggrieved Employees and the 75% to LWDA in settlement of PAGA claims.

1.24. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.

1.25. “PAGA Period” means the period from April 16, 2021 through December 31, 2024, subject to the escalator clause set forth herein in Paragraph 8.

1.26. “Plaintiff” means Natasha Barbee, the named plaintiff in the *Barbee* PAGA Action.

1.27. “Qualified Settlement Fund” or “QSF” means the Qualified Settlement Fund established, designated, and maintained by the Settlement Administrator to fund the Gross Settlement Amount that satisfies all of the requirements under US Treasury Regulation section 468B-1.

1.28. “Related Actions” are defined collectively as the *Barbee* PAGA Action, the PAGA Notice and the *Barbee* Arbitration Action.

1.29. “Released PAGA Claims” means the claims being released by the Plaintiff and PAGA Counsel and as described in Paragraph 5.2 below.

1.30. “Released Parties” means Defendant and each of its past and present subsidiaries, parents, affiliates, divisions, predecessors and successors in interest, assignees, nominees, authorized franchisees, servants, agents, investors, stockholders, directors, officers, members, owners, employees, representatives, insurers, consultants, advisors, and attorneys (and the servants, agents, directors, officers, consultants, advisors, members, owners, employees, representatives, insurance carriers and attorneys of any past or present subsidiaries, parents, or affiliates), and all persons acting by, through, under or in concert with Defendant and its respective heirs, successors, and assigns.

1.31. “Settlement” means the disposition of the Related Actions effected by this Agreement and the Judgment.

2. **RECITALS**

2.1. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff contends that she gave timely written notice to Defendant and the LWDA by sending the PAGA Notice.

2.2. On June 20, 2022, Plaintiff Barbee commenced the *Barbee* PAGA Action by filing a Representative Action Complaint against Defendant alleging a single cause of action for recovery of civil penalties for Violation of the PAGA [Labor Code §§ 2698, *et seq.*]. On November 30, 2022, the Court in the *Barbee* PAGA Action granted

Defendant's Motion to Compel Arbitration of Plaintiff's individual PAGA claims and stayed the *Barbee* PAGA Action.

2.3. On December 21, 2022, Plaintiff submitted an Arbitration before JAMS alleging individual wage and hour claims and individual PAGA claims in JAMS Case No. 1220073882, setting forth the following causes of action: (1) Unfair Competition in Violation of cal. Prof. Code §§ 17200, *et seq.*; (2) Failure to Pay Minimum Wages in Violation of Cal. Lab. Code §§ 1194, 1197 & 1197.1; (3) Failure to Pay Overtime Wages in Violation of Cal. Lab. Code § 510; (4) Failure to Provide Required Meal Periods in Violation of cal. Lab. Code §§ 226.7 & 512 and the Applicable IWC Wage Order; (5) Failure to Provide Required Rest Periods in Violation of Cal. Lab. Code §§ 226.7 & 512 and the Applicable IWC Wage Order; (6) Failure to Provide Accurate Itemized Statements in Violation of Cal. Lab. Code § 226; (7) Failure to Reimburse Employees for Required Expenses in Violation of Lab. Code § 2802; (8) Failure to Pay Sick Pay Wages in Violation of Cal. Lab. Code §§ 201-204, 233, 246; and (9) Violation of the Private Attorneys General Act [Labor Code §§ 2698, *et seq.*].

2.4. Defendant denies the allegations in the Related Actions, denies any failure to comply with the laws identified in the Related Actions and denies any and all liability for the causes of action alleged in the Related Actions.

2.5. On July 18, 2024, the Parties participated in an all-day mediation presided over by Gig Kyriacou, Esq. which led to this Agreement to settle the Related Actions.

2.6. In addition to the Gross PAGA Settlement Amount, Defendant has agreed to separately settle Plaintiff's individual claims pursuant to a separate confidential Individual Settlement Agreement ("Individual Settlement"), a true and correct copy of which is attached hereto as **Exhibit A**.

2.7. Prior to mediation, Plaintiff obtained, through informal discovery, documents relating to Defendant's policies, practices, and procedures regarding paying non-exempt employees for all hours worked, overtime, meal and rest period policies, payroll and operations policies, and more.

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

3. **MONETARY TERMS.**

3.1. Gross PAGA Settlement Amount. Except as provided otherwise herein, Defendant promises to pay \$130,000.00 and no more as the Gross PAGA Settlement Amount. Defendant has no obligation to pay the Gross PAGA Settlement Amount prior to the deadline stated in Paragraph 6.1 of this Agreement. The Administrator will disburse the entire Gross PAGA Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. The Gross PAGA Settlement

Amount shall be all-in and none of the Gross PAGA Settlement Amount will revert to Defendant.

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

3.2.1. To PAGA Counsel: The PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment. Released Parties shall have no liability to PAGA Counsel or any other Plaintiff's Counsel arising from any claim to any portion any PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.2. To the Administrator: The Administration Expenses Payment.

3.2.3. To the LWDA and Aggrieved Employees: The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Payment by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Administrator. The Administrator shall be responsible for: establishing and administering the QSF; calculating, processing and mailing payments to Plaintiffs, PAGA Counsel, LWDA, and Aggrieved Employees; printing and mailing the Notice of PAGA Settlement to the Aggrieved Employees as directed by the Court; calculating, and distributing any tax forms for the Individual PAGA Payments; providing declaration(s) as necessary in support of approval of this Settlement; calculating taxes, if any, that Defendant's owe for the payments made herein; and other tasks as the Parties mutually agree or the Court orders the Settlement Administrator to perform. The Administrator shall keep the Parties timely apprised of the performance of all Settlement Administrator responsibilities. The Settlement Administrator will maintain and monitor both an email address and a toll-free telephone number set up to receive Aggrieved Employees' calls, faxes, and/or emails.

4.2. Aggrieved Employee Data. Within fourteen (14) days of the Effective Date, Defendant will deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employee' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify PAGA Counsel if it discovers that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Aggrieved Employee Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.

4.3. Funding of Gross PAGA Settlement Amount. Defendant shall fully fund the Gross PAGA Settlement Amount by transmitting the funds to the Administrator no later than fourteen (14) days after the Effective Date.

4.4. Payments from the Gross PAGA Settlement Amount. Within thirty (30) days after Defendant funds the Gross PAGA Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the PAGA Counsel Fees Payment and the PAGA Counsel Expenses Payment. Disbursement of the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment shall not precede disbursement of Individual PAGA Payments. The Administrator will issue to PAGA Counsel itself IRS Forms 1099. PAGA Counsel assumes full and sole responsibility and liability for any taxes owed on their payment(s) and will indemnify and hold harmless Defendant, Counsel for Defendant, Individual Settlement Releasees and the Released Parties from any claim or liability for taxes, penalties, or interest arising as a result of their payment(s).

4.4.1. The Administrator will issue checks for the Individual PAGA Payments and send them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the void date, which is 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. Before mailing any checks, the Administrator must update the recipients' mailing addresses using the National Change of Address Database. No payroll taxes shall be withheld or deducted from Aggrieved Employee's share of the Individual PAGA Payments, and the Administrator will issue to Aggrieved Employees an IRS Form 1099 for each such payment. Aggrieved Employees assume full and sole responsibility and liability for any taxes owed on their individual share of the Individual PAGA Payments and will indemnify and hold harmless Defendant, Counsel for Defendants, Individual Settlement Releasees and the Released Parties from any claim or liability for taxes, penalties, or

interest arising as a result of the Individual PAGA Payments. For tax purposes, each of the Aggrieved Employee's share of the total Individual PAGA Payments shall be allocated and treated 100% as penalties and interest shall not be subject to wage withholdings.

4.4.2. The Administrator must conduct an Aggrieved Employee Address Search for all Aggrieved Employees whose checks are returned undelivered without USPS forwarding address. Within seven (7) days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Aggrieved Employee Address Search. The Administrator need not take further steps to deliver checks to Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Aggrieved Employee whose original check was lost or misplaced, requested by the Aggrieved Employee prior to the void date.

4.4.3. For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the State Controller Unclaimed Property Fund in the name of the individual who failed to cash their check in the name of the Aggrieved Employee thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure section 384(b).

4.5. The payment of Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to the Aggrieved Employees (such as 401(k) contributions or bonuses) beyond those specified in this Agreement. The Individual PAGA Payments made to the Aggrieved Employees under this Agreement, as well as any other payments made pursuant to this Agreement, will not be utilized to calculate any additional benefits under any benefit plans to which any Aggrieved Employee may be eligible, including, but not limited to profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties' intention that this Agreement will not affect any rights, contributions, or amounts to which any Aggrieved Employee may be entitled under any benefit plans.

4.6. Final Report by Administrator. Within fourteen (14) days after the Administrator disburses all funds, the Administrator shall provide all counsel with a final report detailing its disbursements -- by employee identification number only -- of all payments made under this Agreement. At least fourteen (14) days before any deadline set by the Court, the Administrator shall prepare, and submit to all counsel, a signed Declaration (suitable for filing in Court) attesting to the Administrator's disbursement of all payments required under this Agreement. PAGA Counsel shall be responsible for filing the Administrator's Declaration in Court.

5. **RELEASES OF CLAIMS.** Except as set forth in the Individual Settlement, which sets forth Plaintiff's releases, effective on the date when Defendant fully funds the entire Gross PAGA Settlement Amount, Aggrieved Employees and PAGA Counsel will release claims against Defendant and all Released Parties, as follows:

5.1. Release by Aggrieved Employees:

The State of California and all Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, Defendant and the Released Parties from all "all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Related Actions, which occurred during the PAGA Period and expressly excluding claims for vested benefits, unemployment insurance, disability, social security, workers' compensation.

5.2. Release by PAGA Counsel:

PAGA Counsel release on behalf of their present and former attorneys, employees, agents, successors and assigns Defendant and the Released Parties from all claims for attorneys' fees and expenses incurred in connection with the Related Actions.

6. **MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT.** The Parties agree to jointly prepare and file an application or motion for approval of this Settlement.

6.1. Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor Code Section 2699, subd. (f)(2)) including (i) a draft of the notice and memorandum in support, and a request for approval of the Settlement under Labor Code Section 2699(f)(2); (ii) a draft proposed Order Granting Approval of PAGA Settlement; (iii) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Aggrieved Employee Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Aggrieved Employees or the LWDA; and the nature and extent of any financial relationship with Plaintiff, PAGA Counsel or Defense Counsel; (iv) a signed declaration from Plaintiff confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Aggrieved Employees and the Administrator; (v) a signed declaration from PAGA Counsel firm attesting to its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); (vi) a redlined version of the Parties' Agreement showing all modifications made to the Model Agreement ready for filing with the Court; (vii) all evidence supporting the Approval Motion; (viii) drafts of any other declarations supporting the Approval Motion; and (iv) all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Administrator. In their Declarations, Plaintiff and PAGA Counsel shall aver that they are

not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.2. Duty to Cooperate. PAGA Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the application or motion for approval of this Settlement no later than sixty (60) days after the full execution of this Agreement and, if necessary, obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion. PAGA Counsel is responsible for delivering the Court's Approval to Defense Counsel and the Administrator.

6.3. If the Parties disagree on any aspect of the proposed application or motion for approval of this Settlement and/or the supporting declarations and documents, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant the motion for approval of this Settlement or conditions its approval on any material change to this Agreement, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns. The Court's decision to award less than the amount requested for the Administration Expenses Payment, the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment shall not constitute a material modification to the settlement described herein.

7. SETTLEMENT ADMINISTRATION.

7.1. Selection of Administrator. The Parties have jointly selected ILYM Group, Inc. to serve as the Administrator and verified that, as a condition of appointment, ILYM Group, Inc. agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

7.2. Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.

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

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

7.4.1. The deadlines for Aggrieved Employees' challenges to PAGA Pay Periods, will be extended an additional fourteen (14) days beyond the

forty-five (45) days otherwise provided in the Notice for all Aggrieved Employees whose notice is re-mailed. The Administrator will inform the Aggrieved Employee of the extended deadline with the re-mailed Notice.

7.4.2. If the Administrator, the Parties, PAGA Counsel, or Defense Counsel are contacted by, or otherwise discover, any persons who believe they should have been included in the Data and should have received Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith in an effort to agree on whether to include them as Aggrieved Employees. If the Parties agree, such persons will be Aggrieved Employees entitled to the same rights as other Aggrieved Employees, and the Administrator will send, via email or overnight delivery, a Notice requiring them to raise any PAGA Pay Period challenges not later than fourteen (14) days after receipt of Notice, or the deadline dates in the Notice, which ever are later.

7.5. Challenges to Calculation of PAGA Pay Periods. Each Aggrieved Employee will have forty-five (45) days after the Administrator mails the Notice (plus an additional fourteen (14) days for Aggrieved Employees whose Notice is re-mailed) to challenge the number of PAGA Pay Periods allocated to the Aggrieved Employee in the Notice. The Aggrieved Employee may challenge the allocation by communicating with the Administrator via fax, email, or mail. The Administrator must encourage the challenging Aggrieved Employee to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the PAGA Pay Periods contained in the Notice are correct so long as they are consistent with the Data. The Administrator's determination of each Aggrieved Employee's allocation of PAGA Pay Periods will be final and not appealable or otherwise susceptible to challenge. The Administrator will promptly provide copies of all challenges to the calculation of PAGA Pay Periods to Defense Counsel and PAGA Counsel, and the Administrator's determination of the challenges.

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

7.6.1. Website, Email Address and Toll-Free Number. The Administrator will establish and maintain and use an internet website to post information of interest to Aggrieved Employees including copies of the Agreement, Request for Approval, the Approval Order, the Notice, the Motion for PAGA Counsel Fees Payment, and PAGA Counsel Litigation Expenses Payment, the Final Approval Order and Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Aggrieved Employee calls, faxes, and emails.

7.6.2. Weekly Reports. The Administrator must, on a weekly basis, provide written reports to PAGA Counsel and Defense Counsel that, among other things, tally the number of: PAGA Notices mailed or re-

mailed, PAGA Notices returned undelivered, challenges to PAGA Pay Periods received and/or resolved, and checks mailed for Individual PAGA Payments (“Weekly Report”).

7.6.3. PAGA Pay Period Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Aggrieved Employee challenges over the calculation of PAGA Pay Periods. The Administrator’s decision will be final and not appealable or otherwise susceptible to challenge.

7.6.4. Administrator’s Declaration. Not later than fourteen (14) days before the date by which Plaintiffs are required to file the motion for final approval of the Settlement, the Administrator will provide to PAGA Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Notice, the Notices returned as undelivered, the re-mailing of Notices, attempts to locate Aggrieved Employees, and the number of written PAGA Pay Period challenges. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. PAGA Counsel is responsible for filing the Administrator’s declaration(s) in Court.

7.6.5. Final Report by Settlement Administrator. Within ten (10) days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide PAGA Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least fifteen (15) days before any deadline set by the Court, the Administrator will prepare, and submit to PAGA Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. PAGA Counsel is responsible for filing the Administrator’s declaration in Court.

8. AGGRIEVED EMPLOYEE SIZE ESTIMATES and ESCALATOR CLAUSE

It is estimated that there are approximately 2,250 pay periods between April 16, 2021 and July 18, 2024. If the number of pay periods during the PAGA Period exceeds 2,503 pay periods, then Defendant, at its option, can either choose to, (1) increase the settlement sum on a pro-rata basis above 2,503; or (2) cut off the PAGA Period before the total number of pay periods increases above 2,503. Pay Periods shall be calculated by a two-week pay period that an employee actually recorded time worked in Defendant’s time keeping system and earned wages, and does not include leaves of absences, vacations, or furloughs.

9. **CONTINUING JURISDICTION OF THE COURT**. The Parties agree that after entry of Judgment, the Court will retain jurisdiction over the Parties, the *Barbee* PAGA Action, and the Settlement pursuant to C.C.P. Section 664.6 solely for purposes of (i) enforcing this Agreement

and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

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

10. ADDITIONAL PROVISIONS.

10.1. No Admission of Liability or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant and the Released Parties that any of the allegations in the Related Actions have merit or that Defendant and Released Parties has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's defenses in the Related Actions have merit. The Parties agree that representative treatment is for purposes of this Settlement only. Defendant expressly denies all liability for any wrongdoing alleged by Plaintiff. If, for any reason the Court does not approve this Settlement, Defendant reserves all available defenses to the claims in the Related Actions, and Plaintiff reserves the right to contest Defendant's defenses. The Settlement, this Agreement and Parties' willingness to settle the Related Actions will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

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

10.3. Dismissals. To the extent not ordered by the Court or reduced to judgment, Plaintiff agrees to secure the dismissals of the Related Actions (to the extent not already dismissed or reduced to judgment) and the appropriate notices to the LWDA to conform with the terms of this Agreement.

10.4. Notice of Settlement to LWDA. In connection with the request for approval, PAGA Counsel shall submit this Agreement to the LWDA pursuant to California Labor Code section 2699(1)(2). PAGA Counsel shall within ten (10) days after the entry of the judgment or order approving this Settlement, submit the order approving the Settlement to the LWDA pursuant to California Labor Code section 2699(1)(3).

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

10.6. 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.

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

10.8. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of the mediator. Also, unless otherwise provided by law, agreement by the Parties or required by the Court, Plaintiffs agree to not voluntarily assist any third party, including but not limited to the past or current employees of Defendant in making, asserting, bringing, or maintaining any claim, demand or civil action against Defendant, Released Parties and Individual Settlement Releasees, as to any future PAGA and/or class claim(s) that are the subject of the Actions that occurred during the PAGA Period.

10.9. No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.

10.10. No Tax Advice. The Parties make no representations as to the tax treatment or legal effect of the payments called for in this Agreement. The Aggrieved Employees are not relying on any statement or representation by the Parties in this regard. Aggrieved Employees understand and agree that they will be responsible for the payment of any taxes and penalties assessed on their respective share of the Aggrieved Employee Payments and will be solely responsible for any penalties or other obligations resulting from their personal tax reporting of the Aggrieved Employees Payments.

10.11. Circular 230 Disclaimer. Each Party to this Agreement (for purposes of this section, the “acknowledging party” and each Party to this Agreement other than the acknowledging party, an “other party”) acknowledges and agrees that: (1) no provision of this Agreement, and no written communication or disclosure between or among the Parties or their attorneys and other advisers, is or was intended to be, nor shall any such communication or disclosure constitute or be construed or be relied upon as, tax advice within the meaning of United States Treasury Department circular 230 (31 CFR part 10, as amended); (2) the acknowledging party (a) has relied exclusively upon his, her or its own, independent legal and tax counsel for advice (including tax advice) in connection with this Agreement, (b) has not entered into this Agreement based upon the recommendation of any other Party or any attorney or advisor to any other Party, and (c) is not entitled to rely upon any communication or disclosure by any attorney or advisor to any other party to avoid any tax penalty that may be imposed on the acknowledging party, and (3) no attorney or adviser to any other Party has imposed any limitation that protects the confidentiality of any such attorney’s or adviser’s tax strategies (regardless of whether such limitation is legally binding) upon disclosure by the acknowledging party of the tax treatment or tax structure of any transaction, including any transaction contemplated by this Agreement.

10.12. Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.

10.13. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.

10.14. Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.

10.15. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

10.16. Confidentiality. To the extent permitted by law, all agreements made, and orders entered during the Related Actions and in this Agreement relating to the confidentiality of information will survive the execution of this Agreement.

10.17. Press Release. Plaintiff and Aggrieved Employees agree not to issue a press release or otherwise notify the media about the terms of the Settlement or advertise or market any of the terms of the Settlement through written, recorded, or electronic communications. Plaintiff and PAGA Counsel agree that, if they are contacted regarding the Related Actions, they will only state that the Related Actions exist and have been resolved. This provision is not intended to, and does not, limit PAGA Counsel from responding to questions from and providing advice to the Aggrieved Employees regarding the Settlement after Approval. PAGA Counsel further agrees not to use the Agreement or any of its terms for any marketing or promotional purposes. Nothing herein

will restrict PAGA Counsel from including publicly available information regarding this settlement in future judicial submissions regarding PAGA Counsel's qualifications and experience. Further, PAGA Counsel will not include, reference, or use the Agreement for any marketing or promotional purposes, either before or after the Request for Approval is filed.

10.18. Nullification of Settlement Agreement. If the Court does not approve this Settlement, if the Settlement fails to become effective, or is reversed, withdrawn, or in any way prevents or prohibits Defendant from obtaining a complete resolution of the Actions, or if Defendants fails to fully fund Gross Settlement Amount:

- This Agreement shall be void *ab initio* and of no force or effect, and shall not be admissible in any judicial, administrative, or arbitral proceeding for any purpose or with respect to any issue, substantive or procedural; and
- None of the Parties to this Settlement will be deemed to have waived any claims, objections, defenses, or arguments in the Actions.

10.19. Disputes – Any dispute between the Parties as to the remaining terms of the settlement agreement shall first be presented to the mediator for resolution.

10.20. Use and Return of Aggrieved Employee Data. Information provided to PAGA Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the PAGA Data provided to PAGA Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the Administrator discharges its obligation to pay out of all Settlement funds, Plaintiff shall destroy all paper and electronic versions of Aggrieved Employee Data received from Defendant unless, prior to the Administrator's payment of all Settlement Funds, Defendant makes a written request to PAGA Counsel for the return, rather than the destructions, of Aggrieved Employee Data.

10.21. Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

10.22. Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

10.23. Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff: Norman Blumenthal
norm@bamlawca.com
Kyle R. Nordrehaug
kyle@bamlawca.com
Aparajit Bhowmik
aj@bamlawca.com
Nicholas J. De Blouw
deblouw@bamlawca.com

Blumenthal Nordrehaug Bhowmik De Blouw LLP
2255 Calle Clara
La Jolla, California 92037
Phone: (858) 551-1223
Facsimile: (858) 551-1232

To Defendant: **OGLETREE, DEAKINS, NASH,
SMOAK & STEWART, P.C.**

Lyne A. Richardson
lyne.richardson@ogletree.com
19191 S. Vermont Ave., Suite 635
Torrance, CA 90502
Telephone: (310) 965-2077

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

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

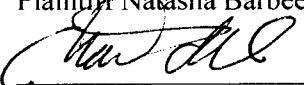
10.26. No Other Pending Claims. Plaintiff represents that she does not have any other pending claims, complaints, charges, or lawsuits of any kind whatsoever with any court, governmental agency, or other regulatory body with respect to any matter arising out of her employment with Defendant, or otherwise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

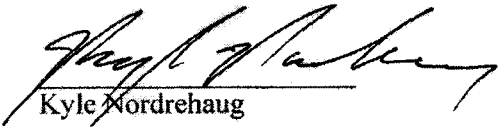
10.27. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a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

PAGA Action and all deadlines, pending implementation of the settlement. If the Court denies approval of the settlement, the Parties will resume litigation.

11. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: 10/28/2025 
Natasha Barbee [Oct 28, 2025 20:03:35 PDT]
Plaintiff Natasha Barbee
Dated: 12/1/25 
[name] CHARLES N. OHL
For Defendant Carl Warren & Company, LLC

Dated: 11/10/25 
Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorney for Plaintiff

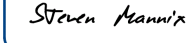
Dated: 09-Dec-2025 
Steven Mannix
Lynn A. Richardson
Steven C. Hackett
Ogletree, Deakins, Nash, Smoak & Stewart, P.C.
Attorneys for Defendant

EXHIBIT 2

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

DECEMBER 29, 2025

NATASHA BARBEE

RE: CARL WARREN (VENBROOK)
FILE NUMBER: CA2574.001

ATTORNEY FEES

<u>DATE</u>	<u>ATTY</u>	<u>DESCRIPTION</u>	<u>HOURS</u>	<u>RATE</u>	<u>AMOUNT</u>
01/18/22	SB	INITIAL REVIEW OF EMPLOYMENT FILE, PREPARE CASE ANALYSIS, DISCUSS WITH ND	2.80	450	1,260.00
02/03/22	SB	REVIEW PRIOR FILINGS VS. DEFENDANT, ADVISE ND	2.80	450	1,260.00
02/18/22	SB	DRAFT ORIGINAL COMPLAINT	2.40	450	1,080.00
02/19/22	SB	DRAFT PAGA LETTER AND CASE NOTES	2.80	450	1,260.00
06/07/22	SB	REVIEW COMPLAINT FOR FILING, ANALYZE, ADVISE ND	2.40	450	1,080.00
06/14/22	SB	REVISE COMPLAINT FOR FILING, ADVISE ND	2.40	450	1,080.00

TOTAL BILLED HOURS

SCOTT BLUMENTHAL 15.60 hr @ 450.00 \$ 7,020.00

TOTAL PROFESSIONAL SERVICES

15.60

\$ 7,020.00

COSTS ADVANCED

02/21/22 PAGA FILING FEE

75.00

TOTAL COSTS ADVANCED

\$ 75.00

TOTAL CURRENT CHARGES

\$ 7,095.00

Blumenthal Nordrehaug Bhowmik DeBlouw LLP

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

INVOICE

Invoice # 1
Date: 01/12/2026
Due On: 02/11/2026

Natasha Barbee
5132 Pacific Avenue
Long Beach, CA 90805

CA2574

Carl Warren ☐ **Company**

Services

Attorney	Date	Notes	Quantity	Rate	Total
RE	06/17/2022	Review case notes/damage analysis and employee file documents	0.60	\$475.00	\$285.00
RE	06/20/2022	Review, edit ☐ finalize class action complaint draft; confer w ND re 226 and off the clock allegations; finalize for same day filing	2.20	\$475.00	\$1,045.00
RE	06/20/2022	Draft summons, civil case cover sheet ☐ Addendum/statement of location	0.60	\$475.00	\$285.00
RE	06/20/2022	Finalize class action complaint package; review, file in LA Sup. Ct.	0.70	\$475.00	\$332.50
RE	06/20/2022	Draft PAGA Only Representative Action Complaint	2.70	\$475.00	\$1,282.50
RE	06/20/2022	Draft summons, civil case cover sheet ☐ addendum re paga only action	0.60	\$475.00	\$285.00
RE	06/20/2022	Finalize PAGA only complaint package; e-file in LA Sup. Ct.	0.50	\$475.00	\$237.50
RE	06/20/2022	Review court returned documents re class action; memo to firm re judicial/departement assignment and status of initial case management conference	0.50	\$475.00	\$237.50
RE	06/21/2022	Review court returned documents; memo to firm re judicial/departement assignment and status of initial case management conference re paga only	0.50	\$475.00	\$237.50

action					
RE	06/21/2022	Upload paga only complaint to LDC DA website; save confirmation for future verification of notice to LDC DA	0.40	\$475.00	\$190.00
RE	08/09/2022	Prepare initial documents for service of process; identify registered agent; send out for service via LDC re class case	0.80	\$475.00	\$380.00
RE	08/09/2022	Prepare initial documents for service of process; identify registered agent; send out for service via LDC re paga case	0.80	\$475.00	\$380.00
CJ	08/10/2022	Analyze complaint, prior orders, and case status, determine deadlines approaching, research service issue, ensure case anywhere is set up	1.00	\$475.00	\$475.00
CJ	08/10/2022	Continue evaluation of discovery responses from Def, eval docs produced to date and finalize meet and confer letter to opc	2.00	\$475.00	\$950.00
CJ	08/10/2022	Evaluate OPC positions and discuss advise AJB and PM	1.00	\$475.00	\$475.00
CJ	08/10/2022	Research LDC case and case law cites by Def	1.00	\$475.00	\$475.00
CJ	08/10/2022	Prep for and conduct t/c with OPC re discovery	1.00	\$475.00	\$475.00
RE	08/11/2022	File Proof of Service of Summons re class case; memo to firm re post-service written discovery	0.50	\$475.00	\$237.50
RE	08/11/2022	File Proof of Service of Summons re paga case; memo to firm re post-service written discovery	0.50	\$475.00	\$237.50
CJ	08/12/2022	Research case and claims, review orders and review case notes, evaluate service issue, research ROA	1.00	\$475.00	\$475.00
CJ	08/16/2022	Research status of case, draft Request to Continue Status Conference	1.00	\$475.00	\$475.00
CJ	08/16/2022	Research status of discovery, evaluate Defendant's positions re class discovery and determine how to proceed in light of same	1.00	\$475.00	\$475.00
LL	08/17/2022	Review/revise Plaintiff's Request to Continue CMC [defendant has yet to appear] Draft proof of service on Agent for Service of Process; Finalize all and prepare for submission to Court with mail service on defendant.	0.80	\$250.00	\$200.00
CJ	08/17/2022	Research proposed order issue, finalize request for continuance of the CMC, sent for filing	1.00	\$475.00	\$475.00
CJ	08/23/2022	Research case status, ROA, and deadlines re CMC in prep for appearing for CMC	0.50	\$475.00	\$237.50

CJ	08/24/2022	Prep for CMC, evaluate ROA, CMC continued	0.50	\$475.00	\$237.50
CJ	09/06/2022	Review declaration from OPC, evaluate status of case, service, determine m/c issue, draft correspondence to OPC	0.75	\$475.00	\$356.25
CJ	09/09/2022	Prepare for and conduct t/c to m/c wwith OPC re CMC and arbitration	1.00	\$475.00	\$475.00
□N	09/27/2022	Analysis of arbitration agreement and issues; advise CJ	0.50	\$750.00	\$375.00
PM	09/27/2022	Review and revise 3.770 declaration; review Def. arb agreement; review internal emails regarding arb agreement strategy.	0.75	\$550.00	\$412.50
CJ	09/27/2022	Evaluate status of case and claims, review CMO, advise □N and PM re arb issue	1.00	\$475.00	\$475.00
CJ	09/27/2022	Begin drafting joint report	1.00	\$475.00	\$475.00
CJ	09/28/2022	Finalize Request for Dismissal, ensure filed	0.50	\$475.00	\$237.50
CJ	10/03/2022	Evaluate status of case, research cmo and draft CMC St. to Court	1.00	\$475.00	\$475.00
CJ	10/03/2022	Finalize CMC statement, ensure CMC St. timely filed	0.50	\$475.00	\$237.50
CJ	10/18/2022	Prepare for and appear at CMC, memorialize outcome to firm	1.00	\$475.00	\$475.00
CJ	10/27/2022	Analyze case status in preparation for t/c wit OPC	0.50	\$475.00	\$237.50
CJ	10/28/2022	Review status of case and claims and conduct t/c with OPC re arbitration and mediation, whether ADR will go forward	1.00	\$475.00	\$475.00
CJ	11/14/2022	Research status of case and claims in prep for drafting CMC Statement in PAGA action	1.00	\$475.00	\$475.00
□N	11/29/2022	Review motion docs and law	1.50	\$750.00	\$1,125.00
□N	11/30/2022	Court appearance - motion to compel arbitration	1.30	\$750.00	\$975.00
CJ	11/30/2022	Prepare for CMC, review MTC Arb and tentative	1.00	\$475.00	\$475.00
CJ	11/30/2022	Appear at CMC, memorialize to firm	0.50	\$475.00	\$237.50
VR	07/25/2023	Review and Analyze: review and analyze scheduling order; review rule 17 disclosures; draft initial disclosures	1.10	\$750.00	\$825.00
PM	07/31/2023	Review status of arbitration and upcoming dates; review correspondences regarding mediation.	0.50	\$750.00	\$375.00
PM	08/07/2023	Review upcoming deadlines; strategize re the same; review status of mediation scheduling.	0.50	\$750.00	\$375.00

VR	08/28/2023	Correspondence with Opposing Counsel: review correspondence between parties; correspondence to Def re mediation	0.50	\$750.00	\$375.00
CJ	11/21/2023	Evaluate case and claims, review CMO and judge's procedures in prep for drafting CMC Statement	1.00	\$550.00	\$550.00
CJ	11/21/2023	Draft CMC Statement, sent for filing	0.50	\$550.00	\$275.00
PM	12/04/2023	Advise team re discovery to serve in arb; review upcoming arb dates and deadlines.	0.75	\$750.00	\$562.50
PM	12/06/2023	Review status of arbitration; appear for CMC in state court PAGA action; circulate internal summary of CMC.	1.00	\$750.00	\$750.00
GG	12/22/2023	Review and Analyze: Review and organize documents/Bates stamp.	0.70	\$250.00	\$175.00
PM	12/22/2023	Review complaint and legal and factual claims; strategize re mediation document and data request; review client wage statements and analyze.	2.00	\$750.00	\$1,500.00
PM	12/28/2023	Review and analyze Plaintiff's documents, wage statements, and handbook; strategize re legal and factual claims; review and revise mediation data and document request; update case notes and exhibit book.	4.50	\$750.00	\$3,375.00
CJ	06/03/2024	Review and evaluate status of documents in the case, review arbitration proceeding, update mediation chart	1.00	\$550.00	\$550.00
CJ	06/06/2024	Prepare for and conduct meet and confer re mediation data and documents	1.00	\$550.00	\$550.00
CJ	06/18/2024	Review deadlines and case file, follow up with OPC re status of mediation docs	0.50	\$550.00	\$275.00
CJ	06/20/2024	Review status of mediation data and documents, follow up with OPC, evaluate OPC correspondence	0.25	\$550.00	\$137.50
SB	06/28/2024	Speak with client in advance of mediation, analyze claims, advise ND	2.80	\$450.00	\$1,260.00
CJ	07/02/2024	Continue analysis of mediation documents and status of documents needed, evaluate demographic information, sent spreadsheets to expert, advise NDB re facts	0.75	\$550.00	\$412.50
SB	07/08/2024	Speak with client about claims, calculate individual damages, advise AJB	2.60	\$450.00	\$1,170.00
SB	07/16/2024	Prepare for mediation, review and analyze mediation brief, advise AJB	2.60	\$450.00	\$1,170.00

GG	09/24/2024	Finalize, file, serve CMC Statement in PAGA action.	0.40	\$250.00	\$100.00
AR	09/24/2024	Review and outline file and docket for status and onboarding; draft summary correspondence with PM.	0.80	\$550.00	\$440.00
AR	09/24/2024	Draft case management statement; finalize and submit for filing.	1.20	\$550.00	\$660.00
AR	09/24/2024	Receive and review correspondence from opposing counsel; draft and circulate stipulation to continue case management conference; submit to opposing counsel.	1.50	\$550.00	\$825.00
GG	09/25/2024	Finalize, file, serve stipulation to continue post arb status conference	0.40	\$250.00	\$100.00
AR	09/25/2024	Receive and review additional revisions to stipulation; finalize and submit for filing.	0.70	\$550.00	\$385.00
GG	10/10/2024	ROA review re stipulation to continue status conf, unable to download order but ROA shows hearing was continued.	0.20	\$250.00	\$50.00
AR	01/10/2025	Review file for status in advance of drafting CMC statement; multiple correspondence with PM regarding the same.	0.50	\$550.00	\$275.00
AR	01/13/2025	Review file for status; draft CMC statement and submit for filing.	1.30	\$550.00	\$715.00
CJ	01/29/2025	Prepare for CMC, review case and claims, posture of case	1.00	\$550.00	\$550.00
CJ	01/29/2025	Appear at CMC, memorialize outcome to firm	1.00	\$550.00	\$550.00
VR	03/03/2025	Review and Analyze: review MO□; review correspondence between parties; review court's orders and docket; advise NBB and □N	0.60	\$750.00	\$450.00
VR	03/18/2025	Draft: draft CMC statement; review documents; review court's orders and docket; advise GG	0.70	\$750.00	\$525.00
GG	03/19/2025	□pdated POS, finalized, filed, and served CMC statement in PAGA action.	0.60	\$250.00	\$150.00
GG	03/20/2025	Reviewed notification re Plaintiff's CMC statement, downloaded, and saved to file.	0.10	\$250.00	\$25.00
GG	03/26/2025	Reviewed ROA to confirm information for upcoming CMC, and added to events email draft.	0.10	\$250.00	\$25.00
CJ	04/02/2025	Prepare for and appear at CMC, memorialize outcome to firm	1.50	\$550.00	\$825.00
VR	04/16/2025	Review and Analyze: review status of arbitration and settlement agreement; review	0.50	\$750.00	\$375.00

		correspondence between parties; advise PM			
VR	05/05/2025	Receipt and Review of Correspondence: review correspondence between parties; review MO□; advise RE and NDB	0.70	\$750.00	\$525.00
RE	05/05/2025	Review □ analyze MO□; begin drafting long form PAGA Settlement Agreement	2.50	\$675.00	\$1,687.50
□N	05/09/2025	Review final MO□; review status; review court notice; discuss case with ND; analysis of approval issues	0.30	\$950.00	\$285.00
VR	05/12/2025	Draft: draft longform individual settlement agreement; review MO□; review correspondence between parties; review settlement agreement; correspondence to Def	2.50	\$750.00	\$1,875.00
VR	06/02/2025	Review and Analyze: review correspondence between parties; review and revise settlement agreement; correspondence to Def	0.70	\$750.00	\$525.00
VR	06/05/2025	Review and Analyze: review settlement agreement; review correspondence between parties; correspondence to arbitrator; follow up	0.80	\$750.00	\$600.00
VR	06/09/2025	Review and Revise: review and revise settlement agreements; correspondence to Def; review MO□; advise PM	1.10	\$750.00	\$825.00
VR	06/12/2025	Receipt and Review of Correspondence: review correspondence between parties; review and revise stipulation re continuance; correspondence to Def	0.70	\$750.00	\$525.00
VR	06/16/2025	Review and Revise: review and revise settlement agreement and individual settlement agreement; review correspondence between parties; correspondence to administrators	0.90	\$750.00	\$675.00
GG	06/20/2025	Checked ROA re status of upcoming CMC, searched lexis for order, downloaded, circulated for calendaring and saved to file.	0.20	\$250.00	\$50.00
VR	07/10/2025	Review and Analyze: review and analyze settlement agreement and individual agreement; advise PM and □N	0.50	\$750.00	\$375.00
VR	07/14/2025	Review and Analyze: review settlement agreement; review individual settlement agreement; advise □N; advise PM and NBB	0.40	\$750.00	\$300.00
PM	08/07/2025	Review long form agreement draft and individual settlement agreement, and Def. revisions, and advise VR re the same.	0.75	\$750.00	\$562.50
GG	09/17/2025	Prepared POS, finalized, filed, and served CMC statement, saved to file, and circulated	0.40	\$250.00	\$100.00

		confirmation email.			
GG	09/19/2025	Reviewed email from VR re PAGA approval motion, searched court for dept specific procedures, called clerk, left vm, and followed up.	0.30	\$250.00	\$75.00
GG	09/22/2025	Reviewed email re PAGA final approval, searched motion reservation calendar and advised VR about availability and clerk's instructions.	0.20	\$250.00	\$50.00
GG	09/22/2025	Reviewed email response from VR re motion reservation, and updated tasks list.	0.10	\$250.00	\$25.00
GG	09/23/2025	Reviewed and revised settlement agreement formatting, send to VR.	0.90	\$250.00	\$225.00
GG	09/26/2025	Reviewed ROA and checked calendar re status of upcoming CMC, updated events email with hearing information.	0.10	\$250.00	\$25.00
VR	09/29/2025	Review and Revise: review and revise settlement agreement; review MO; review facts and complaint; review and revise individual agreement; review correspondence between parties; correspondence to Def	2.40	\$750.00	\$1,800.00
AR	09/30/2025	Prepare for and attend CMC; draft and circulate summary.	1.50	\$550.00	\$825.00
VR	10/01/2025	Review and Analyze: review correspondence between parties; review settlement agreement	0.60	\$750.00	\$450.00
VR	10/14/2025	Draft: draft motion for approval of PAGA settlement; review settlement agreement; review correspondence between parties; advise NBB	2.40	\$750.00	\$1,800.00
VR	10/24/2025	Review and Analyze: review settlement agreement and individual agreement; review correspondence between parties; correspondence and call def's counsel; advise PM	0.90	\$750.00	\$675.00
VR	10/29/2025	Receipt and Review of Correspondence: review correspondence between parties; review settlement agreement and settlement status; advise N	0.60	\$750.00	\$450.00
VR	11/10/2025	Correspondence with Opposing Counsel: review settlement agreement; review correspondence between parties; review status of settlement	0.50	\$750.00	\$375.00
VR	11/12/2025	Review and Revise: review settlement agreement; review correspondence between parties; advise CJ	0.50	\$750.00	\$375.00
VR	12/05/2025	Draft: draft motion for final approval of PAGA settlement; draft notice of motion; review settlement agreement; review correspondence	2.30	\$750.00	\$1,725.00

between parties					
VR	12/08/2025	Draft: draft motion for approval of PAGA settlement; review and revise motion and notice of motion; review settlement agreement; review correspondence between parties	2.40	\$750.00	\$1,800.00
CJ	12/11/2025	Evaluate settlement agreement adn status of individual settlement, analyze Dec for PAGA rep	1.00	\$550.00	\$550.00
CJ	12/11/2025	Draft declaration adn review status of rep, advise VR re service award issue	1.00	\$550.00	\$550.00
□N	12/12/2025	Review final Agreement; review draft of motion; prepare redlines and memo to VR regarding issues to correct / address.	1.00	\$950.00	\$950.00
CJ	12/12/2025	Finalize declaration, sent to Plaintiff, revise, ensure executed	1.00	\$550.00	\$550.00
CJ	12/12/2025	Evaluate and advise VR re status of FLT bonus and settlement	0.50	\$550.00	\$275.00
VR	12/30/2025	Review and Revise: review and revise CMC statement; review correspondence between parties; correspondence to Def; advise GG	0.80	\$750.00	\$600.00
VR	01/11/2026	Draft: draft declaration in support of motion for PAGA approval; review and revise motion for PAGA approval; review correspondence between parties	2.10	\$750.00	\$1,575.00
Quantity Subtotal				111.7	
Services Subtotal				\$65,□9□75	

Expenses

Type	Date	Notes	Quantity	Rate	Total
Expense	06/20/2022	Filing Fee/OneLegal Fee	1.00	\$1,494.53	\$1,494.53
Expense	06/21/2022	Filing Fee/OneLegal Fee	1.00	\$465.03	\$465.03
Expense	08/11/2022	Onelegal/Filing Fee	1.00	\$17.19	\$17.19
Expense	08/11/2022	Onelegal/Filing Fee	1.00	\$17.19	\$17.19
Expense	08/12/2022	Onelegal/Filing Fee	1.00	\$41.44	\$41.44
Expense	08/15/2022	Onelegal/Filing Fee	1.00	\$41.44	\$41.44
Expense	08/17/2022	One Legal filing fee	1.00	\$37.78	\$37.78
Expense	08/31/2022	□NO□ - Filing and Messenger Service.	1.00	\$157.85	\$157.85
Expense	08/31/2022	□NO□ - Filing and Messenger Service.	1.00	\$66.35	\$66.35

Expense	09/28/2022	One Legal Filing Fee: One Legal filing fee	1.00	\$17.19	\$17.19
Expense	10/03/2022	One Legal Filing Fee: One Legal filing fee	1.00	\$18.22	\$18.22
Expense	11/09/2022	Case Anywhere Fee	1.00	\$121.50	\$121.50
Expense	11/16/2022	One Legal Filing Fee	1.00	\$17.19	\$17.19
Expense	11/18/2022	One Legal Filing Fee: One Legal Filing Fee	1.00	\$17.19	\$17.19
Expense	02/09/2023	Case Anywhere	1.00	\$135.00	\$135.00
Expense	04/03/2023	Lexis Nexis	1.00	\$1,332.00	\$1,332.00
Expense	05/10/2023	Case Anywhere Fee.	1.00	\$135.00	\$135.00
Expense	08/06/2023	Caseanywhere	1.00	\$135.00	\$135.00
Expense	10/20/2023	One Legal Filing: One Legal Filing	1.00	\$17.66	\$17.66
Expense	11/05/2023	Case Anywhere.	1.00	\$135.00	\$135.00
Expense	11/28/2023	One Legal filing fee	1.00	\$17.66	\$17.66
Expense	12/12/2023	Mediation Fees - □yriacou.	1.00	\$10,500.00	\$10,500.00
Expense	02/05/2024	Case Anywhere Fee.	1.00	\$135.00	\$135.00
Expense	05/07/2024	Case Anywhere Fee	1.00	\$135.00	\$135.00
Expense	07/23/2024	Berger Consulting Fees.	1.00	\$5,170.00	\$5,170.00
Expense	08/03/2024	Caseanywhere	1.00	\$135.00	\$135.00
Expense	10/01/2024	One Legal Filing Fee: One Legal Filing Fee	1.00	\$41.45	\$41.45
Expense	11/04/2024	Case Anywhere Fee.	1.00	\$135.00	\$135.00
Expense	01/14/2025	One Legal Filing Fee: One Legal Filing Fee	1.00	\$23.44	\$23.44
Expense	02/05/2025	Caseanywhere	1.00	\$135.00	\$135.00
Expense	03/05/2025	Case Anywhere Fees	1.00	\$45.00	\$45.00
Expense	03/20/2025	One Legal Filing Fee: One Legal Filing Fee	1.00	\$23.44	\$23.44
Expense	04/04/2025	Case Anywhere Fees	1.00	\$45.00	\$45.00
Expense	05/02/2025	Case Anywhere Fee	1.00	\$45.00	\$45.00
Expense	06/01/2025	LexisNexis	1.00	\$3.05	\$3.05
Expense	06/02/2025	Case Anywhere Fees	1.00	\$45.00	\$45.00
Expense	07/01/2025	Case Anywhere Fees	1.00	\$45.00	\$45.00
Expense	08/07/2025	Case Anywhere Fee	1.00	\$45.00	\$45.00
Expense	09/02/2025	Case Anywhere Fees	1.00	\$45.00	\$45.00

Expense	09/18/2025	One Legal/Court Fees	1.00	\$23.44	\$23.44
Expense	10/01/2025	Case Anywhere Fee	1.00	\$45.00	\$45.00
Expense	11/03/2025	Case Anywhere Fees	1.00	\$45.00	\$45.00
Expense	01/02/2026	Case Anywhere Fees	1.00	\$45.00	\$45.00
Expenses Subtotal				\$21,447.20	

Time Keeper	Quantity	Rate	Total
Scott Blumenthal	8.0	\$450.00	\$3,600.00
Ricardo Ehmann	2.5	\$675.00	\$1,687.50
Ricardo Ehmann	11.9	\$475.00	\$5,652.50
Charlotte James	12.0	\$550.00	\$6,600.00
Charlotte James	21.75	\$475.00	\$10,331.25
Piya Mukherjee	10.0	\$750.00	\$7,500.00
Piya Mukherjee	0.75	\$550.00	\$412.50
Wyle Nordrehaug	1.3	\$950.00	\$1,235.00
Wyle Nordrehaug	3.3	\$750.00	\$2,475.00
Victoria Rivapalacio	27.2	\$750.00	\$20,400.00
Andrew Ronan	7.5	\$550.00	\$4,125.00
Gerardo Galaviz	4.7	\$250.00	\$1,175.00
Marla Orne	0.8	\$250.00	\$200.00
Quantity Total			111.7
Subtotal			\$86,740.98
Total			\$86,740.98

Detailed Statement of Account

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
1	02/11/2026	\$86,740.98	\$0.00	\$86,740.98

Outstanding Balance	\$86,740.98
Total Amount Outstanding	\$86,740.98

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

Please pay within 30 days.

Blumenthal Nordrehaug Bhowmik DeBlouw LLP

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

INVOICE

Invoice # 1
Date: 01/12/2026
Due On: 02/11/2026

Natasha Barbee
5132 Pacific Avenue
Long Beach, CA 90805

CA2574.002

Carl Warren - Natasha Barbee/Arbitration

Services

Attorney	Date	Notes	Quantity	Rate	Total
RE	12/16/2022	Review arb complaint draft; email to TG	0.50	\$475.00	\$237.50
VR	03/15/2023	Review and Analyze: review available arbitrators; research history and legal background; draft strike list	2.00	\$495.00	\$990.00
PM	06/21/2023	Review status of discovery and upcoming dates; telephonic conference with defense counsel re mediation.	0.50	\$750.00	\$375.00
VR	07/17/2023	Correspondence with Opposing Counsel: correspondence re mediation and discovery exchange; review arbitration orders; review correspondence between parties	0.90	\$750.00	\$675.00
VR	07/18/2023	Draft: draft rule 17 exchange; review scheduling order; review correspondence between parties	1.80	\$750.00	\$1,350.00
PM	07/24/2023	Review upcoming submissions and filings and advise VR re the same.	0.50	\$750.00	\$375.00
VR	07/31/2023	Draft: draft Rule 17 disclosures; review documents; compile documents; correspondence to Def	2.50	\$750.00	\$1,875.00
VR	12/06/2023	telephone conference with Def/Resp re arbitration and mediation; review correspondence between parties	1.10	\$750.00	\$825.00

VR	12/07/2023	Review and Revise: review and revise posting to arbitrator re mediation and dates; review CMO; advise PM	0.40	\$750.00	\$300.00
VR	12/18/2023	Receipt and Review of Correspondence: review correspondence from arbitrator and resp; draft correspondence; review orders and complaint; advise PM	0.50	\$750.00	\$375.00
VR	01/29/2024	appearance at arbitration conference call; prepare for appearance; review correspondence between parties; review mediation data request; advise PM	1.60	\$750.00	\$1,200.00
GG	12/09/2024	Checked Arb. portal, reviewed file and status of arbitration, to determine status of discovery and updated charts with hearings dates.	0.20	\$250.00	\$50.00
GG	02/25/2025	Reviewed JAMS notice to all parties dated 2/25/25	0.10	\$250.00	\$25.00

Quantity Subtotal **12.6**

Services Subtotal **\$8,652.50**

Expenses

Type	Date	Notes	Quantity	Rate	Total
Expense	01/13/2023	JAMS Fee	1.00	\$409.25	\$409.25
Expenses Subtotal					\$409.25

Time Keeper	Quantity	Rate	Total
Ricardo Ehmann	0.5	\$475.00	\$237.50
Piya Mukherjee	1.0	\$750.00	\$750.00
Victoria Rivapalacio	8.8	\$750.00	\$6,600.00
Victoria Rivapalacio	2.0	\$495.00	\$990.00
Gerardo Galaviz	0.3	\$250.00	\$75.00
Quantity Total			12.6
Subtotal			\$9,061.75
Total			\$9,061.75

Detailed Statement of Account

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
1	02/11/2026	\$9,061.75	\$0.00	\$9,061.75
Outstanding Balance				\$9,061.75
Total Amount Outstanding				\$9,061.75

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

Please pay within 30 days.

EXHIBIT 3

Blumenthal Nordrehaug Bhowmik De Blouw LLP

2255 Calle Clara, La Jolla, California 92037

Tel: (858) 551-1223

Fax: (885) 551-1232

FIRM RESUME

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

ATTORNEY BIOGRAPHIES

Norman B. Blumenthal

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

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

Admitted: 1973, Illinois; 1976, California

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

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

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

Summer Intern (1971) with Harvard Voluntary Defenders

Kyle R. Nordrehaug

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

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

Admitted: 1999, California

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

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

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

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

Aparajit Bhowmik

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

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

Admitted: 2006, California

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

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

Awards: Rising Star 2015

Nicholas J. De Blouw

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

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

Admitted: 2011, California

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

Piya Mukherjee

Associate Attorney

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

Admitted: 2010, California

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

Victoria Rivapalacio

Associate Attorney

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

Admitted: 2011, California

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

Ricardo Ehmann

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2018, California; 2004, Nevada

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

Jeffrey S. Herman

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2011, California; 2016 Arizona

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

Charlotte James

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2016, California

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

Christine Levu

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2012, California

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

Andrew Ronan

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2016, California

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

Scott Blumenthal

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2020, New Mexico

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

Sergio Julian Puche

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2013, California

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

Trevor Moran

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2020, California

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

Adolfo Sanchez Contreras

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2024, California; 2014, Mexico

Educated: The Juarez University

Brooke Wilkinson Waldrop

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2017, California;

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

REPORTED CASES

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

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

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

Provost v. YourMechanic, Inc., 2020 Cal. App. Lexis 955 (Oct. 15, 2020) (Court of Appeals affirmed denial of arbitration of PAGA claim, and held in a case of first impression, that there was

no additional standing rules for PAGA claim brought by independent contractor); In re Tobacco Cases II, 41 Cal. 4th 1257 (2007); Washington Mutual Bank v. Superior Court, 24 Cal. 4th 906 (2001); Rocker v. KPMG LLP, 148 P.3d 703; 122 Nev. 1185 (2006); PCO, Inc. v. Christensen, Miller, Fink, Jacobs, Glaser, Weil & Shapiro, LLP, 150 Cal. App. 4th 384 (2007); Hall v. County of Los Angeles, 148 Cal. App. 4th 318 (2007); Coshov v. City of Escondido, 132 Cal. App. 4th 687 (2005); Daniels v. Philip Morris, 18 F.Supp 2d 1110 (S.D. Cal.1998); Gibson v. World Savings & Loan Asso., 103 Cal. App. 4th 1291 (2003); Jordan v. Department of Motor Vehicles, 75 Cal. App. 4th 445 (1999); Jordan v. Department of Motor Vehicles, 100 Cal.App. 4th 431 (2002); Norwest Mortgage, Inc. v. Superior Court, 72 Cal.App.4th 214 (1999); Hildago v. Diversified Transp. Sya, 1998 U.S. App. LEXIS 3207 (9th Cir. 1998); Kensington Capital Mgal. v. Oakley, Inc., 1999 U.S. Dist LEXIS 385; Fed.Sec.L.Rep. (CCH) P90, 411 (1999 C.D. Cal.); Lister v. Oakley, Inc., 1999 U.S. Dist. LEXIS 384; Fed. Sec. L. Rep. (CCH) P90,409 (C.D Cal. 1999); Olszewski v. Scripps Health, 30 Cal. 4th 798 (2003); Steroid Hormone Product Cases, 181 Cal. App. 4th 145 (2010); Owen v. Macy's, Inc., 175 Cal. App. 4th 462 (2009); Taiheiyo Cement Corp. v. Superior Court, 117 Cal. App. 4th 380 (2004); Taiheiyo Cement Corp. v. Superior Court, 105 Cal.App. 4th 398 (2003); McMeans v. Scripps Health, Inc., 100 Cal. App. 4th 507 (2002); Ramos v. Countrywide Home Loans, 82 Cal.App. 4th 615 (2000); Tevssier v. City of San Diego, 81 Cal.App. 4th 685 (2000); Washington Mutual Bank v. Superior Court, 70 Cal. App. 4th 299 (1999); Silvas v. E*Trade Mortg. Corp., 514 F.3d 1001 (9th Cir. 2008); Silvas v. E*Trade Mortg. Corp., 421 F. Supp. 2d 1315 (S.D. Cal. 2006); McPhail v. First Command Fin. Planning, Inc., 2009 U.S. Dist. LEXIS 26544 (S.D. Cal. 2009); McPhail v. First Command Fin. Planning, Inc., 251 F.R.D. 514 (S.D. Cal. 2008); McPhail v. First Command Fin. Planning, Inc., 247 F.R.D. 598 (S.D. Cal. 2007); Barcia v. Contain-A-Way, Inc., 2009 U.S. Dist. LEXIS 17118 (S.D. Cal. 2009); Barcia v. Contain-A-Way, Inc., 2008 U.S. Dist. LEXIS 27365 (S.D. Cal. 2008); Wise v. Cubic Def. Applications, Inc., 2009 U.S. Dist. LEXIS 11225 (S.D. Cal. 2009); Gabisan v. Pelican Prods., 2009 U.S. Dist. LEXIS 1391 (S.D. Cal. 2009); La Jolla Friends of the Seals v. Nat'l Oceanic & Atmospheric Admin. Nat'l Marine Fisheries Serv., 630 F. Supp. 2d 1222 (S.D. Cal. 2009); La Jolla Friends of the Seals v. Nat'l Oceanic & Atmospheric Admin. Nat'l Marine Fisheries Serv., 2008 U.S. Dist. LEXIS 102380 (S.D. Cal. 2008); Louie v. Kaiser Found. Health Plan, Inc., 2008 U.S. Dist. LEXIS 78314 (S.D. Cal. 2008); Weltman v. Ortho Mattress, Inc., 2010 U.S. Dist. LEXIS 20521 (S.D. Cal. 2010); Weltman v. Ortho Mattress, Inc., 2008 U.S. Dist. LEXIS 60344 (S.D. Cal. 2008); Curry v. CTB McGraw-Hill, LLC, 2006 U.S. Dist. LEXIS 5920; 97 A.F.T.R.2d (RIA) 1888; 37 Employee Benefits Cas. (BNA) 2390 (N.D. Cal. 2006); Reynov v. ADP Claims Servs. Group, 2006 U.S. Dist. LEXIS 94332 (N.D. Cal. 2006); Kennedy v. Natural Balance Pet Foods, Inc., 2010 U.S. App. LEXIS 248 (9th Cir. 2010); Kennedy v. Natural Balance Pet Foods, Inc., 2008 U.S. Dist. LEXIS 38889 (S.D. Cal. 2008); Kennedy v. Natural Balance Pet Foods, Inc., 2007 U.S. Dist. LEXIS 57766 (S.D. Cal. 2007); Sussex v. Turnberry/MGM Grand Towers, LLC, 2009 U.S. Dist. LEXIS 29503 (D. Nev. 2009); Picus v. Wal-Mart Stores, Inc., 256 F.R.D. 651 (D. Nev. 2009); Tull v. Stewart Title of Cal., Inc., 2009 U.S. Dist. LEXIS 14171 (S.D. Cal. 2009); Keshishzadeh v. Gallagher, 2010 U.S. Dist. LEXIS 46805 (S.D. Cal. 2010); Keshishzadeh v. Arthur J. Gallagher Serv. Co., 2010 U.S. Dist. Lexis 116380 (S.D. Cal. 2010); In re Pet Food Prods. Liab. Litig., MDL Docket No. 1850 (All Cases), 2008 U.S. Dist. LEXIS 94603 (D.N.J. 2008); In re Pet Food Prods. Liab. Litig., 629 F.3d 333 (3rd Cir. 2010); Puentes v. Wells Fargo Home Mortgage, Inc., 160 Cal. App. 4th 638 (2008); Rezec v. Sony Pictures Entertainment, Inc., 116 Cal. App. 4th 135 (2004); Badillo v. Am. Tobacco Co., 202 F.R.D. 261 (D. Nev. 2001); La Jolla Friends of the Seals v. Nat'l Oceanic & Atmospheric Admin., 2010 U.S. App. Lexis 23025 (9th Cir. 2010); Dirienzo v. Dunbar Armored, Inc., 2011 U.S. Dist. Lexis 36650 (S.D. Cal. 2011); Rix v. Lockheed Martin Corp., 2011 U.S. Dist Lexis 25422 (S.D. Cal. 2011); Weitzke v. Costar Realty Info., Inc., 2011 U.S. Dist Lexis 20605 (S.D. Cal. 2011); Goodman v. Platinum Condo. Dev., LLC, 2011 U.S. Dist. LEXIS 36044 (D. Nev. 2011); Sussex v. Turnberry/MGM Grand Towers, LLC, 2011 U.S. Dist. LEXIS 14502 (D. Nev. 2011); Smith v. Kaiser Foundation Hospitals, Inc., 2010 U.S. Dist. Lexis 117869 (S.D. Cal. 2010); Dobrosky v. Arthur J. Gallagher Serv. Co.,

LLC, No. EDCV 13-0646 JGB (SPx), 2014 U.S. Dist. LEXIS 106345 (C.D. Cal. July 30, 2014); Metrow v. Liberty Mut. Managed Care LLC - Class Certification Granted, Metrow v. Liberty Mut. Managed Care LLC, No. EDCV 16-1133 JGB (KKx), 2017 U.S. Dist. LEXIS 73656 (C.D. Cal. May 1, 2017); Nelson v. Avon Products, Inc., Class Certification Granted, U.S. District Court for The Northern District of California, Case No. 13-cv-02276-BLF, 2015 U.S. Dist. LEXIS 51104 (N.D. Cal. Apr. 17, 2015); Orozco v. Illinois Tool Works Inc., Class Certification Granted, 2017 U.S. Dist. LEXIS 23179 (E.D. Cal. Feb. 16, 2017); Rieve v. Coventry Health Care, Summary Judgment *Sua Sponte* Granted for Plaintiff, Rieve v. Coventry Health Care, Inc., 870 F. Supp. 2d 856 (C.D. Cal. 2012)

CLASS ACTION & REPRESENTATIVE CASES

4G Wireless Wage Cases, Orange County Superior Court, JCCP No. 4736; Classic Party Rentals Wage & Hour Cases, Los Angeles Superior Court, Case No. JCCP No. 4672; Abu-Arafeh v. Norco Delivery Service, Inc., San Francisco County Superior Court, Case No. CGC-14-540601; Aburto v. Verizon, U.S. District Court, Southern District California, Case No. 11-cv-0088; Adkins v. Washington Mutual Bank, Class Certification Granted, San Diego County Superior Court, Case No. GIC819546; Agah v. CompUSA, U.S. District Court, Central District of California, Case No. SA CV05-1087 DOC (Anx); Akers v. The San Diego Union Tribune, San Diego County Superior Court, Case No 37-2010-00088571; Altman v. SolarCity Corporation, San Diego County Superior Court, Case No. 37-2014-00023450-CU-OE-CTL; Aquino v. Macy's West Stores, Orange County Superior Court, Case No. 30-2010-00395420; Baker v. Advanced Disability Management, Inc., Sacramento County Superior Court, Case No. 34-2014-00160711; Barcia v. Contain-A-Way, U.S. District Court, Southern District California, Case No. 07 cv 0938; Bates v. Verengo, Inc., Orange County Superior Court, Case No. 30-2012-00619985-CU-OE-CXC; Battle v. Charming Charlie Inc., San Diego County Superior Court, Case No. 37-2014-00005608; Behar v. Union Bank, Orange County Superior Court, Case No. 30-2009-00317275; Bell v. John Stweart Company, Alameda County Superior Court, Case No. RG14728792; Bennett v. Custom Built Personal Training Monterey County Superior Court, Case No. M127596; Bermant v. Bank of America, Investment Services, Inc., Los Angeles Superior Court, Civil Action No. BC342505; Bethley v. Raytheon Company, United States District Court, Central District of California, Case No. SACV10-01741; Betorina v. Randstad US, L.P., U.S. District Court Northern District of California, Case No. 3:15-cv-03646-MEJ; Beverage v. Edcoa Inc., Sacramento County Superior Court, Case No. 2013-00138279; Bova v. Washington Mutual Bank / JP Morgan Chase, U.S. District Court, Southern District California, Case No. 07-cv-2410; Bowden v. Sunset Parking Services, LLC & LAZ Parking California, LLC - Settled San Diego County Superior Court, Case No. 37-2012-00101751-CU-OE-CTL; Briseno v. American Savings Bank, Class Certification Granted, Orange County Superior Court, Case No. 774773; Brueske v. Welk Resorts, San Diego Superior Court, Case No 37-2010-00086460; Bueche v. Fidelity National Management Services, U.S. District Court, Eastern District of California, Case No. 13-cv-01114; Bunch v. Pinnacle Travel Services, LLC, Los Angeles County Superior Court, Case No. BC552048; Butler v. Stericycle, Inc & Appletree Answering Services of California, Inc., Sacramento County Superior Court, Case No. 34-2015-00180282; Cabral v. Creative Communication Tech., Class Certification Granted, Los Angeles Superior Court, Case No. BC402239; Cardoza v. Wal-Mart Associates, Inc., U.S. District Court Northern District of California, Case No. 4:15-cv-01634-DMR; Castro v. Vivint Solar, Inc., San Diego County Superior Court, Case No. 37-2014-00031385-CU-OE-CTL; Cavazos v. Heartland Automotive Services, Inc., Riverside County Superior Court, Case No. PSC 1401759; Cohen v. Bosch Tool, San Diego Superior Court, Case No. GIC 853562; Comstock v. Washington Mutual Bank - Class Certification Granted, San Diego County Superior Court, Case No. GIC820803; Conley v. Norwest, San Diego County Superior Court, Case No. N73741; Connell v. Sun Microsystems, Alameda Superior Court, Case No. RG06252310; Corrente

v. Luxe Valet, Inc., San Francisco County Superior Court, Case No. CGC-15-545961; Cruz v. Redfin Corporation, U.S. District Court Northern District of California, Case No. 3:14-cv-05234-THE; Culley v. Lincare Inc. & Alpha Respiratory Inc., U.S. District Court eastern District of California, Case No. 2:15-cv-00081-GEb-CMK; Cunningham v. Leslie's Poolmart, Inc., U.S. District Court, Central District of California, Case No. 13-cv-02122-CAS; Curry v. California Testing Bureau/McGraw Hill, U.S. District Court, Northern District of California, Case No. C-05-4003 JW; Daniels, et al. v. Philip Morris,(In Re Tobacco Cases II) – Class Certification Granted, San Diego Superior Court, Case No. JCCP 4042; Davis v. Genex Holdings Inc., Santa Clara County Superior Court, Case No. 1-13-cv-240830; Davis v. Clear Connection, LLC, San Diego County Superior Court, Case No. 37-2014-00035173-CU-OE-CTL; Day v. WDC Exploration, Orange County Superior Court, Case No. 30-2010-00433770; Dedrick v. Hollandia Dairy, San Diego County Superior Court, Case No. 37-2014-00004311-Cu-OE-CTL; Delmare v. Sungard Higher Education - Settled U.S. District Court, Southern District of California, Case No. 07-cv-1801; Del Rio v. Tumi Stores, Inc., San Diego County Superior Court, Case No. 37-2015-00022008-CU-OE-CTL; Dewane v. Prudential, U.S. District Court, Central District of California, Case No. SA CV 05-1031; Diesel v. Wells Fargo Bank, Orange County Superior Court, Case No. 30-2011-00441368; Dirienzo v. Dunbar Armored, U.S. District Court, Southern District of California, Case No. 09-cv-2745; Dobrosky v. Arthur J. Gallagher Service Company, LLC, Class certification Granted, No. EDCV 13-0646 JGB (Spx); Dodds v. Zaven Tootikian, Los Angeles County Superior Court, Case No. BC494402; Drumheller v. Radioshack Corporation, United States District Court, Central District of California, Case No. SACV11-355; Enger v. Kaiser Foundation Health Plan, U.S. District Court, Southern District of California, Case No. 09-cv-1670; Escobar v. Silicon Valley Security & Patrol, Inc., Santa Clara County Superior Court, Case No. 1-14-cv272514; Fierro v. Chase Manhattan - Class Certification Granted, Settled San Diego Superior Court, Case No. GIN033490; Figueroa v. Circle K Stores, Inc., San Diego County Superior Court, Case No. 37-2012-00101193-CU-OE-CTL; Finch v. Lamps Plus, (Lamps Plus Credit Transaction Cases), San Diego Superior Court, Case No. JCCP 4532; Fletcher v. Verizon, U.S. District Court, Southern District of California, Case No. 09-cv-1736; Francisco v. Diebold, U.S. District Court, Southern District of California, Case No. 09-cv-1889; Friend v. Wellpoint, Los Angeles Superior Court, Case No. BC345147; Frudakis v. Merck Sharp & Dohme, U.S. District Court, Central District California, Case No. SACV 11-00146; Fulcher v. Olan Mills, Inc., U.S. District Court, Northern District of California, Case No. 11-cv-1821; Gabisan v. Pelican Products, U.S. District Court, Southern District California, Case No. 08 cv 1361; Galindo v. Sunrun Installation Services Inc., San Diego County Superior Court, Case No. 37-2015-00008350-CU-OE-CTL; Gallagher v. Legacy Partners Commercial, Santa Clara County Superior Court, Case No. 112-cv-221688; Ghattas v. Footlocker Retail, Inc., U.S. District Court Central District of California, Case No. CV 13-0001678 PA; Gibson v. World Savings, Orange County Superior Court, Case No. 762321; Goerzen v. Interstate Realty Management, Co., Stanislaus County Superior Court, Case No. 679545; Gomez v. Enterprise Rent-A-Car, U.S. District Court, Southern District of California, Case No. 3:10-cv-02373; Gordon v. Wells Fargo Bank, U.S. District Court, Southern District of California, Case No. 3:11-cv-00090; Grabowski v. CH Robinson, U.S. District Court, Southern District of California, Case No. 10-cv-1658; Gross v. ACS Compig Corporation, Orange County Superior Court, Case No. 30-2012-00587846-CU-OE-CXC; Gripenstraw v. Buffalo Wild Wings, U.S. District Court, Eastern District of California, Case No. 12-CV-00233; Gruender v. First American Title, Orange County Superior Court, Case No. 06 CC 00197; Guillen v. Univision Television Group, Inc. & Univision Management Co., San Francisco County Superior Court, Case No. CGC-12-526445; Gujjar v. Consultancy Services Limited, Orange County Superior Court, Case No. 30-2010-00365905; Gutierrez v. Five Guys Operations, LLC, San Diego County Superior Court, Case No. 37-2012-00086185-CU-OE-CTL; Handler v. Oppenheimer, Los Angeles Superior Court, Civil Action No. BC343542; Harley v. Tavistock Freebirds, LLC, Sacramento County Superior Court, Case No. 34-2014-00173010; Harrington v. Corinthian Colleges – Class Certification Granted, Orange Superior Court; United States Bankruptcy Court

District of Delaware; Harvey v. PQ Operations, Inc., Los Angeles County Superior Court, Case No. BC497964; Henshaw v. Home Depot U.S.A., United States District Court, Central District of California, Case No. SACV10-01392; Heithold v. United Education Institute, Orange County Superior Court, Case No. 30-2013-00623416-CU-OE-CXC; Hibler v. Coca Cola Bottling, Settled U.S. District Court, Southern District of California, Case No. 11cv0298; Hildebrandt v. TWC Administration LLC & Time Warner NY Cable, LLC, U.S. District Court, Central District of California, Case No. ED-cv-13-02276-JGB; Hopkins v. BCI Coca-Cola Bottling Company of Los Angeles, United States District Court, Central District of California; U.S. Court of Appeals 9th Circuit; Howard v. Southern California Permanente Medical Group, Los Angeles Superior Court, Case No. BC586369; Hughes v. Parexel International, Los Angeles County Superior Court, Case No. BC485950; Hurley v. Comcast of California/Colorado/Texas/Washington, Inc., Sonoma County Superior Court, Case No. SCV-253801; Irving v. Solarcity Corporation, San Mateo County Superior Court, Case No. CIV525975; Jacobs v. Nu Horizons - Settled Santa Clara County Superior Court, Case No. 111cv194797; Jefferson v. Bottling Group LLC (Pepsi) - Class Certification Granted, Orange County Superior Court, Case No. 30-2009-0018010; Jones v. E*Trade Mortgage, U.S. District Court, Southern District California Case No. 02-CV-1123 L (JAH); Kennedy v. Natural Balance - Dismissal Reversed on Appeal, San Diego Superior Court, Case No. 37-2007-00066201; Keshishzadeh v. Arthur J. Gallagher Service Co., U.S. District Court, Southern District of California, Case No. 09-cv-0168; Kinney v. AIG Domestic Claims / Chartis, U.S. District Court, Central District of California, Case No. 8:10-cv-00399; Kizer v. Tristar Risk Management, Orange County Superior Court, Case No. 30-2014-00707394-CU-OE-CXC; Kleinberg v. Reeve Trucking Company, Inc., San Diego County Superior Court, Case No. 37-2015-00001601-CU-OE-CTL; Kove v. Old Republic Title, Alameda County Superior Court, Case No. RG09477437; Krellcom v. Medley Communications, Inc., San Diego County Superior Court, Case No. 37-2013-00050245-CU-OE-CTL; Ladd v. Extreme Recovery, LP, Contra Costa County Superior Court, Case No. MSC11-02790; Langille v. EMC, U.S. District Court, Southern District of California, Case No. 09-cv-0168; Lawson v. Marquee Staffing, Los Angeles County Superior Court, Case No. 37-2012-00103717-CU-OE-CTL; Lazar v. Kaiser Foundation Health Plan, Inc., Santa Clara County Superior Court, Case No. 1-14-cv-273289; Lemmons v. Kaiser Foundation Hospitals, Inc., Sacramento County Superior Court, Case No. 34-2012-00125488; Levine v. Groeniger, Alameda County Superior Court, Case No. RG09476193; Linder v. OCWEN (In re Ocwen Federal Bank FSB Servicing Litig.) U.S. District Court, Central District California, Case No. 07cv501, U.S. District Court, Northern Dist. Illinois, Case No. MDL 1604; Litton v. Diebold, Incorporated, San Mateo County Superior Court, Case No. CIV524776; Lohn v. Sodexo, Inc. & SDH Services West, LLC, U.S. District Court Central District of California, Case No. 2:15-CV-05409; Lopez v. K-Mart, Ventura County Superior Court, Case No. BC351983; Louie / Stringer v. Kaiser, U.S. District Court, Southern District California, Case No. 08-cv-0795; Lucero v. Sears, U.S. District Court Southern District of California, Case No. 3:14-cv-01620-AJB; Lucero v. Kaiser Foundation Hospitals, Inc., San Diego County Superior Court, Case No. 37-2013-00075933-CU-OE-CTL; Magallanes v. TSA Stores, Inc., Santa Clara County Superior Court, Case No. 1-15-cv-283586; Magana v. El Pollo Loco, Inc., Orange County Superior Court, Case No. 30-2012-00613901-CU-OE-CXC; Maitland v. Marriott, U.S. District Court, Central District California, Case No. SACV 10-00374; Mann v. NEC Electronics America, Santa Clara County Superior Court, Case No. 109CV132089; Martinez v. Hydro-Scape Products, Inc., San Diego County Superior Court, Case No. 37-2014-00029157-CU-OE-CTL; Mathies v. Union Bank - Class Certification Granted, San Francisco County Superior Court, Case No. CGC-10-498077; McDermott v. Catalina Restaurant Group Inc., Orange County Superior Court, Case No. 30-2012-00574113-CU-OE-CXC; McPhail v. First Command, United States District Court for the Southern District of California, Case No. 05CV0179 IEG (JMA); Medina v. Universal Protection Service, LP, Santa Clara County Superior Court, Case No. BC572848; Meierdiercks v. 8x8, Inc., Santa Clara County Superior Court, Case No. 110CV162413; Metrow v. Liberty Mut. Managed Care LLC - Class Certification Granted, U.S. District Court Eastern District of California, Case No. 16-1133

JGB (Kkx); Meyer v. Thinktank Learning, Inc., Santa Clara County Superior Court, Case No. 1-15-cv-282698; Morales v. Wells Fargo Insurance Services USA, Inc., U.S. District Court Northern District of California, Case No. 3:13-cv-03867-EDL; Morse v. Marie Callender Pie Shop, U.S. District Court, Southern District California, Case No. 09-cv-1305; Moynihan v. Escalante Golf, Inc. & Troon Golf, LLC, San Diego County Superior Court, Case No. 37-2012-00083250-CU-OE-CTL; Muntz v. Lowe's HIW, San Diego County Superior Court, Case No. GIC880932; Najarian v. Macy's West Stores, Orange County Superior Court, Case No. 30-2010-00418401; Nelson v. Avon Products, Inc., Class Certification Granted, U.S. District Court for The Northern District of California, Case No. 13-cv-02276-BLF; Nguyen v. Wells Fargo Home Mortgage, Orange County Superior Court, Case No. 05 CC 00116; Ochoa v. Eisai, Inc., U.S. District Court, Northern District California, Case No. 3:11-cv-01349; Ogans v. Nationwide Credit, Inc., Sacramento County Superior Court, Case No. 34-2012-00121054; Ohayon v. Hertz, United States District Court, Northern District of California, Case No. 11-1662; Olvera v. El Pollo Loco, Inc., Orange County Superior Court, Case No. 30-2014-00707367-CU-OE-CXC; Orozco v. Illinois Tool Works Inc., Class Certification Granted, U.S. District Court, Eastern District of California, Case No. 14-cv-02113-MCE; Ortega v. Prime Healthcare Paradise Valley, LLC, San Diego County Superior Court, Case No. 37-2014-00011240-CU-OE-CTL; Patel v. Nike Retail Services, Inc., U.S. District Court Northern District of California, Case No. 3:14-cv-04781-RS; Patelski v. The Boeing Company, United States District Court, Southern District of New York; transferred to United States District Court, Eastern District of Missouri; Pearlman v. Bank of America, San Diego Superior Court; Perry v. AT&T, U.S. District Court, Northern District California, Case No. 11-cv 01488; Picus v. Wal-Mart Stores, U.S. District Court, District of Nevada, Case No. 2:07-CV-00682; Pittard v. Salus Homecare, U.S. District Court, Southern District California, Case No. 08 cv 1398; Port v. Southern California Permanente Medical Group, San Diego County Superior Court, Case No. 37-2007-00067538; Postema v. Lawyers Title Ins. Corp., Orange County Superior Court, Case No. 30-2010-00418901; Pratt v. Verizon, Orange County Superior Court, Case No. 30-2010-00430447; Proctor v. Ameriquest, Orange County Superior Court, Case No. 06CC00108; Ramirez v. Estenson Logistics, LLC, Orange County Superior Court, Case No. 30-2015-00803197-CU-OE-CXC; Ray v. Lawyers Title, Fidelity National, Commonwealth Land Title, Chicago Title, Orange County Superior Court, Case No. 30-2010-00359306; Renazco v. Unisys Technical Services, L.L.C., San Francisco County Superior Court, Case No. CGC-14-539667; Reynolds v. Marlboro/Philip Morris U.S.A., United States Court of Appeals for the Ninth Circuit, Case No. 08-55114, U.S. District Court, Southern District of California, Case No. 05 CV 1876 JAH; Rezec v. Sony, San Diego Superior Court; Rix v. Lockheed Martin Corporation, U.S. District Court, Southern District of California, Case No. 09-cv-2063; Rieve v. Coventry Health Care, Summary Judgment *Sua Sponte* Granted for Plaintiff, *Rieve v. Coventry Health Care, Inc.*, 870 F. Supp. 2d 856 (C.D. Cal. 2012); Ritchie v. Mauran Ambulance Services, Inc., Los Angeles County, Case No. BC491206; Rivers v. Veolia Transportation Services, Class Certification Granted, Sonoma County Superior Court, Case No. SCV 255350; Roeh v. JK Hill, San Diego Superior Court, Case No. 37-2011-00089046; Rodriguez v. Protransport-1, LLC, San Francisco County Superior Court, Case No. CGC-12-522733; Romero v. Central Payment Co., LLC, Marin County Superior Court, Case No. CIV 1106277; Salas v. Evolution Hospitality, LLC, San Diego County Superior Court, Case No. 37-2012-00083240-CU-OE-CTL; Salem v. Alliance Human Services, Inc., San Diego County Superior Court, Case No. CIVRS1401129; Sanchez v. Beena Beauty Holding, Inc. d/b/a Planet Beauty, Los Angeles County Superior Court, BC566065; Santone v. AT&T – Settled United States District Court, Southern District of Alabama; Santos v. Sleep Train (Sleep Train Wage and Hour Cases), Orange County Superior Court, Case No. 30-2008-00214586, San Francisco County Superior Court, Case No. JCCP 4553; Saravia v. O.C. Communciations, Sacramento County Superior Court, Case No. 34-2015-00180734; Sawyer v. Vivint, Inc., U.S. District Court, Northern District of Illinois, Case No. 1:14-cv-08959; Sayaman v. Baxter Healthcare, U.S. District Court, Central District of California, Case No. CV 10-1040; Schuler v. Ecolab, Inc., U.S. District Court, Southern District of California, Case No. 3:10-cv-02255; Schulz

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18CV321677; Shahbazian v. Fast Auto Loans, Inc. – U.S. District Court, Central District of California, Case No. 2:18-cv-03076-ODW-KS; Salazar v. Johnson & Johnson Consumer Inc. – Los Angeles County Superior Court, Case No. BC702468; Conti v. L’Oreal USA S/D, Inc. – U.S. District Court, Eastern District of California, Fresno, Case No. 1:19-CV-00769-LJO-SKO; Mercado v. Security Industry Specialists, Inc. – Santa Clara County Superior Court, Case No. 17CV320059; Vikili v. Dignity Health – San Francisco County Superior Court, Case No. CGC-18-569456; Bagby v. Swissport SA, LLC – Los Angeles County Superior Court, Case No. BC691058; Henry v. Motion Entertainment Group, LLC – San Francisco County Superior Court, Case No. CGC18565643; Dandoy v. West Coast Convenience, LLC – Alameda County Superior Court, Case No. HG20051121; Lanuza v. AccentCare, Inc. – San Francisco County Superior Court, Case No. CGC-18-565521; Thomas v. Easy Driving School, LLC – San Diego County Superior Court, Case No. 37-2018-00047639-CU-OE-CTL; Erickson v. Erickson – Contra Costa County Superior Court, Case No. MSC18-00307; Martin v. Menzies Aviation (USA) Inc. – San Francisco County Superior Court, Case No. CGC-18-566072; Mortimer v. Healthsouth Bakersfield Rehabilitation Hospital, LLC – Kern County Superior Court, Case No. BCV-18-102761; Alcaraz v. Red Lion Hotels Corporation – San Francisco County Superior Court, Case No. CGC-18-570310; Calhoun v. Total Transportation and Distribution, Inc. – San Diego County Superior Court, Case No. 37-2018-00058681-CU-OE-CTL; Rataul v. Overton Security Services, Inc. – Alameda County Superior Court, Case No. RG18891882; Beltran v. Compass Bank – San Diego County Superior Court, Case No. 37-2019-00024475-CU-OE-CTL; Kirshner v. Touchstone Golf, LLC – San Diego County Superior Court, Case No. 37-2018-00028865-CU-OE-CTL; Pizarro v. The Home Depot, Inc. – U.S. District Court for the Northern District of Georgia-Atlanta Division; Hatanaka v. Restore Rehabilitation, LLC – San Diego County Superior Court, Case No. 37-2018-00034780-CU-OE-CTL; Faria v. Carriage Funeral Holdings, Inc. – Contra Costa County Superior Court, Case No. MSC18-00606; Ontiveros v. Baker Concrete Construction, Inc. – Santa Clara County Superior Court, Case No. 18CV328679; Morales v. Redlands Automotive Services, Inc. – San Bernardino County Superior Court, Case No. CIVDS1807525; Ramirez v. Carefusion Resources, LLC – U.S. District Court, Southern District of California; Amster v. Starbucks Corporation – San Bernardino Superior Court, Case No. CIVDS1922016; Kutzman v. Derrel’s Mini Storage, Inc. – U.S. District, Eastern District of California, Case No. 1:18-cv-00755-AWI-JLT; Marks v. Universal Propulsion Company, Inc. – Solano County Superior Court, Case No. FCS051608; Martinez v. Geil Enterprises, Inc. – Fresno County Superior Court, Case No. 17CECG01480; Teniente v. Cirrus Asset Management, Inc. – Los Angeles County Superior Court, Case No. 20STCV16302; Blackshear v. California Fine Wine & Spirits LLC – Sacramento County Superior Court, Case No. 34-2018-00245842; Warnick v. Golden Gate America West LLC – Los Angeles County Superior Court, Case No. BC714176; Bennett v. Dnata Aviation USA, Inc. – San Francisco County Superior Court, Case No. CGC-18-566911; George v. PF Stockton Fitness LLC – Sacramento County Superior Court, Case No. 34-2019-00261113-CU-OE-GDS; Oshana v. Farmers and Merchants Bank of Central California – Stanislaus County Superior Court, Case No. CV-19-003427; Vasquez v. Packaging Corporation of America, – U.S. District Court, California Central District, Case No. 2:19-cv-01935-PSG-PLA; Palomino v. Zara USA Inc. – Orange County Superior Court, Case No. 30-2018-00992682-CU-OE-CXC; Simmons v. Joe & The Juice LA, LLC – San Francisco County Superior Court; Pacia v. CIM Group, L.P. – Los Angeles County Superior Court, Case No. BC709666; Flores v. Plastic Express – Los Angeles County Superior Court, Case No. BC71971; Madera v. William Warren Properties, Inc. – Orange County Superior Court, Case No. 30-2019-01055704-CU-OE-CXC; Hernandez v. Quality Custom Distribution – Orange County Superior Court, Case No. 30-2018-01010611-CU-OE-CXC; Arango v. Schlumberger Technology Corporation – Orange County Superior Court, Case No. 30-2019-01056839-CU-OE-CXC; Dandoy v. West Coast Convenience, LLC – Alameda County Superior Court, Case No. HG20051121; Ramirez v. J E H Enterprises, Inc. – San Francisco County Superior Court, Case No. CGC-19-574691; Sullen v. First Service Residential California, LLC – San Francisco County Superior Court, Case No. CGC-19-575131; Valentino v. East Bay Tire Co. –

Solano County Superior Court, Case No. FCS053067; Murphy v. Rockler Retail Group, Inc. – Sacramento Superior Court, Case No. 34-2019-00251220; Shahbazian v. Onewest Bank – Los Angeles County Superior Court, Case No. 19STCV23722; Bruemmer v. Tempur Retail Stores LLC – Marin County Superior Court, Case No. CIV1803646; Antonios v. Interface Rehab, Inc. – Orange County Superior, Case No. 30-2019-01067547-CU-OE-CXC; Tavallodi v. DC Auto, Inc. – San Bernardino, Case No. CIVDS1833598; Miranda v. The Lloyd Pest Control Co. – San Diego County Superior Court, Case No. 37-2018-00052510-CU-OE-CTL; Soenardi v. Magnussen Imports, Inc. – Santa Clara County Superior Court, Case No. 18CV340003; Thai v. Team Industrial Services, Inc. – Los Angeles County Superior Court, Case No. 19STCV21953; Castillo v. A.J. Kirkwood & Associates, Inc. – Los Angeles County Superior Court, Case No. 19STCV04435; Moss v. Jabil Inc. – Alameda County Superior Court, Case No. HG20050536; Billosillo, Jr. v. Crown Energy Services, Inc. – San Diego County Superior Court, Case No. 37-2018-00058254-CU-OE-CTL; Tarkington v. Freetime, Inc. – San Diego County Superior Court, Case No. 37-2019-00011473-CU-OE-CTL; McIntyre v. J.J.R. Enterprises, Inc. – Sacramento County Superior Court, Case No. 34-2019-00251220; Bucur v. Pharmaca Integrative Pharmacy, Inc. – San Diego County Superior Court, Case No. 37-2019-00009409-CU-OE-CTL; Batin v. McGee Air Services, Inc. – Santa Clara County Superior Court, Case No. 19CV347733; Terry v. McGee Air Services, Inc. – King County Superior Court of Washington, Case No. 19-2-3321-5 KNT; Weiss v. Niznik Behavioral Health Resources, Inc. – San Diego County Superior Court, Case No. 37-2019-00039441-CU-OE-CTL; Cavada v. Inter-Continental Hotels Group, Inc. – U.S. District Court, Southern District of California, Case No. 3:19-cv-01675-GPC-AHG; Lesevic v. Spectraforce Technologies, Inc. – U.S. District Court, Northern District of California, Case No. 5:19-cv-03126-LHK; Mutchler v. Circle K Stores, Inc. – San Diego County Superior Court, Case No. 37-2020-00016331-CU-OE-CTL, Azima v. CSI Medical Group, – Santa Clara County Superior Court, Case No. 19CV345450; Porras v. Baypointe Enterprises, LLC – Los Angeles County Superior Court, Case No. 19STCV31015; Mitchell v. Mack Trucking, Inc. – San Bernardino County Superior Court, Case No. CIVDS1928334; Watts v. T.R.L. Systems, Incorporated – Orange County Superior Court, Case No. 30-2019-01102457-CU-OE-CXC; Price v. DMSD Restaurants Inc. – San Diego County Superior Court, Case No. 37-2019-00024062-CU-OE-CTL; Jacobs v. Nortek Security & Control LLC – San Diego County Superior Court, Case No. 37-2019-0019735-CU-OE-CTL; Gonzalez v. Hub International Midwest – San Bernardino County Superior Court, Case No. CIVDS1900463; Cisneros v. Bluepearl California, Inc. – San Mateo Superior Court, Case No. 19-CIV-05707; Garcia v. Gallagher Basset Services – San Bernardino Superior Court, Case No. CIVDS2004140; Callow v. Adventist Health System/West – Placer County Superior Court, Case No. SCV0043607; Dominguez v. Kimco Facility Services, LLC – Los Angeles County Superior Court, Case No. 19STCV37592; Searles v. Robert Heath Trucking, Inc. – Los Angeles County Superior Court, Case No. 19STCY30808; Rangel v. Pioneer Hi-Bred international, Inc. – Yolo County Superior Court, Case No. CV-19-1797; Ivon v. Sinclair Television of California, Humboldt County Superior Court, Case No. DR190699; Williams v. Henkels & McCoy, Inc. – San Bernardino County Superior Court, Case No. CIVDS2003888; Cano v. Larry Green Chrysler Jeep Dodge, Inc. – Riverside County Superior Court, Case No. BLC1900184; Lopez v. Cepheid – Santa Clara County Superior Court, Case No. 19CV358827; Hernandez v. Quick Dispense, Inc. – Los Angeles County Superior Court, Case No. 19STCV29405; Lopez v. Lacoste USA, Inc. – San Bernardino County Superior Court, Case No. CIVDS1914626; Duhe v. Hospital Couriers Nevada, LLC – Contra Costa County Superior Court, Case No. MSC19-01377; Law v. Sequoia Equities, Incorporated – Contra Costa Superior Court, Case No. C19-01925; Dvorak v. Rockwell Collins, Inc. – San Diego County Superior Court, Case No. 37-2019-00064397-CU-OE-CTL; Noguera v. Metal Container Corporation – Riverside County Superior Court, Case No. RIC2003235; Leon v. Miller Event Management, Inc. – San Luis Obispo Superior Court, Case No. 19CV-0435; Leon v. Miller Event Management, Inc. – San Luis Obispo County Superior Court, Case No. 19CV-0435, Camacho-Bias v. Serve U Brands Inc. – Butte County Superior Court, Case No. 20CV00603; La Pietra v. Entertainment Partners Services, LLC – Los Angeles County Superior

Court, Case No. 19STCV39529; Celis v. Theatre Box - San Diego, LLC – San Diego County Superior Court, Case No. _____; Ignacio v. Laboratory Corporation of America – U.S. District Court, California Central District, Case No. 2:19-cv-06079-AB-RAO; Kovnas v. Cahill Contractors LLC – Alameda County Superior Court, Case No. RG19037852; Hersh v. Mrs. Gooch's Natural Food – Los Angeles County Superior Court, Case No. 19STCV10444; Miller v. The Permanente Medical Group – Alameda County Superior Court, Case No. RG19045904; Vasquez v. Autoalert, LLC – Orange County Superior Court, Case No. 30-2019-01114549-CU-OE-CXC; Cavanaugh v. Morton Golf, LLC – Sacramento County Superior Court, Case No. 34-2019-00270176; Coley v. Monroe Operations, LLC – Alameda County Superior Court, Case No. RG20063188; Ramirez v. Sierra Aluminum Company – U.S. District Court, California Central District Court, Case No. 5:20-cv-00417-JGB-KK; Marrero v. Stat Med, P.C. – Alameda County Superior Court, Case No. HG19043214; Enriquez v. Solari Enterprises, Inc. – Los Angeles County Superior Court, Case No. 20STCV11129; Craig v. Hometown Heart – San Francisco County Superior Court, Case No. CGC-20-582454; Lopez v. Hy0Lang Electric California, Inc. – San Diego County Superior Court, Case No. 37-2020-00012543-CU-OE-CTL; Heuklom v. Clara Medical Group, P.C. – San Francisco County Superior Court, Case No. CGC-20-585918; Dominguez v. Lifesafer of Northern California – Monterey County Superior Court, Case No. 20CV002586; Kiseleva v. Totalmed Staffing Inc. – U.S. District Court, California Northern District, Case No. 5:19-cv-06480; Vires v. Sweetgreen, Inc. – Santa Clara County Superior Court, Case No. 20CV365918; Kim v. Wireless Vision, LLC – San Bernardino County Superior Court, Case No. CIVDS2000074; Senoren v. Air Canada Corporation – Los Angeles County Superior Court, Case No. 20STCV13942; Clark v. Quest Diagnostics Incorporated – San Bernardino County Superior Court, Case No. CIVDS2018707; Green v. Shipt, Inc. – Los Angeles County Superior Court, Case No. 20STCV01001; Respass v. The Scion Group LLC – Sacramento County Superior Court, Case No. 34-2020-00285265; Jackson v. Decathlon USA LLC – Alameda County Superior Court, Case No. RG2003024; Avacena v. FTG Aerospace Inc. – Los Angeles County Superior Court, Case No. 20STCV28767; Perez v. Butler America, LLC – Los Angeles County Superior Court, Case No. 20STCV20218; Christensen v. Carter's Retail, Inc. – Orange County Superior Court, Case No. 30-2020-01138792-CU-OE-CXC; Astudillo v. Torrance Health Association, Inc. – Los Angeles County Superior Court, Case No. 20STCV18424; Hansen v. Holiday AI Management Sub LLC – Contra Costa County Superior Court, Case No. CIVMSC20-00779; Almahdi v. Vitamin Shoppe Industries Inc – Santa Clara County Superior Court, Case No. 20CV365150; Krisinda v. Loyal Source Government Services LLC – U.S. District Court, California Southern District, Case No. 3:20-cv-879-LAB-NLS; Ettedgui v. WB Studio Enterprises Inc – U.S. District Court, California Central District, Case No. 2:20-CV-08053-MCS (MAAx); Fernandez v. Nuvision Federal Credit Union – Orange County Superior Court, Case No. 30-2020-01161691-CU-OE-CJC; Aviles v. UPS Supply Chain Solutions, Inc. – Riverside County Superior Court, Case No. RIC2000727; Alcocer v. DSV Solutions, LLC – San Bernardino Superior Court, Case No. CIVDS2010345; Wilson v. Wholesome Harvest Baking, LLC – U.S. District Court, California Northern District, Case No. 4:20-cv-05186-YGR; Gregory v. Verio Healthcare, Inc. – Los Angeles County Superior Court, Case No. 20STCV37254; Rose v. Impact Group, LLC – Orange County Superior Court, Case No. 30-2020-01141107-CU-OE-CXC; Monasterio v. Citibank, N.A. – San Mateo County Superior Court, Case No. 20-CIV-03650; Martinez-Lopez v. Medamerica, Inc. – San Diego County Superior Court, Case No. 37-2020-00034393-CU-OE-CTL; Cox v. PRB Management, LLC – Solano County Superior Court, Case No. FCS055514; Nash v. K. Hovnanian Companies, LLC – Riverside County Superior Court, Case No. RIC2003319; Kyler v. Harbor Freight Tools USA, Inc. – San Diego County Superior Court, Case No. 37-2020-00015828-CU-OE-CTL; Roberts v. Solantic Corporation – Los Angeles County Superior Court, Case No. 20STCV41117; Price v. Mistras Group, Inc. – Los Angeles County Superior Court, Case No. 20STCV22485; Macias v. ABM Electrical & Lighting Solutions, Inc. – San Diego County Superior Court, Case No. 37-2020-00024997-CU-OE-CTL; Basu-Kesselman v. Garuda Labs, Inc. – San Francisco County Superior Court, Case No. CGC-20-585229; Armstrong v. Prometric LLC – Los Angeles County Superior

Court, Case No. 20STCV29967; Ashlock v. Advantis Medical Staffing, LLC – San Diego County Superior Court, Case No. 37-2020-00022305-CU-OE-CTL; Wilson v. WXI Global Solutions, LLC – Los Angeles County Superior Court, Case No. 20STCV25007; Gandhale v. Select Rehabilitation, LLC – Monterey County Superior Court, Case No. 20CV002240; Starvoice v. G4S Secure Solutions (USA) Inc. – San Diego County Superior Court, Case No. 37-2020-00029421-CU-OE-CTL; Mbise v. Axlehire, Inc. – Alameda County Superior Court, Case No. RG20067350; Points v. C&J Services, Inc. – Kern County Superior Court, Case No. BCV-20-102483; Marshall v. PHI Air Medical, LLC – Lassen County Superior Court, Case No. 62973; Jauregui v. Cytotec Engineered Materials, Inc. – Orange County Superior Court, Case No. 30-2020-01164932-CU-OE-CXC

EXHIBIT 4

LAFFEY MATRIX

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			Years Out of Law School *				
Year	Adjustmt Factor**	Paralegal/ Law Clerk	1-3	4-7	8-10	11-19	20 +
6/01/24- 5/31/25	1.080182	\$258	\$473	\$581	\$839	\$948	\$1141
6/01/23- 5/31/24	1.059295	\$239	\$437	\$538	\$777	\$878	\$1057
6/01/22- 5/31/23	1.085091	\$225	\$413	\$508	\$733	\$829	\$997
6/01/21- 5/31/22	1.006053	\$208	\$381	\$468	\$676	\$764	\$919
6/01/20- 5/31/21	1.015894	\$206	\$378	\$465	\$672	\$759	\$914
6/01/19- 5/31/20	1.0049	\$203	\$372	\$458	\$661	\$747	\$899
6/01/18- 5/31/19	1.0350	\$202	\$371	\$455	\$658	\$742	\$894
6/01/17- 5/31/18	1.0463	\$196	\$359	\$440	\$636	\$717	\$864
6/01/16- 5/31/17	1.0369	\$187	\$343	\$421	\$608	\$685	\$826
6/01/15- 5/31/16	1.0089	\$180	\$331	\$406	\$586	\$661	\$796
6/01/14- 5/31/15	1.0235	\$179	\$328	\$402	\$581	\$655	\$789
6/01/13- 5/31/14	1.0244	\$175	\$320	\$393	\$567	\$640	\$771
6/01/12- 5/31/13	1.0258	\$170	\$312	\$383	\$554	\$625	\$753
6/01/11- 5/31/12	1.0352	\$166	\$305	\$374	\$540	\$609	\$734
6/01/10- 5/31/11	1.0337	\$161	\$294	\$361	\$522	\$589	\$709
6/01/09- 5/31/10	1.0220	\$155	\$285	\$349	\$505	\$569	\$686
6/01/08- 5/31/09	1.0399	\$152	\$279	\$342	\$494	\$557	\$671
6/01/07-5/31/08	1.0516	\$146	\$268	\$329	\$475	\$536	\$645
6/01/06-5/31/07	1.0256	\$139	\$255	\$313	\$452	\$509	\$614
6/1/05-5/31/06	1.0427	\$136	\$249	\$305	\$441	\$497	\$598
6/1/04-5/31/05	1.0455	\$130	\$239	\$293	\$423	\$476	\$574
6/1/03-6/1/04	1.0507	\$124	\$228	\$280	\$405	\$456	\$549
6/1/02-5/31/03	1.0727	\$118	\$217	\$267	\$385	\$434	\$522
6/1/01-5/31/02	1.0407	\$110	\$203	\$249	\$359	\$404	\$487
6/1/00-5/31/01	1.0529	\$106	\$195	\$239	\$345	\$388	\$468
6/1/99-5/31/00	1.0491	\$101	\$185	\$227	\$328	\$369	\$444
6/1/98-5/31/99	1.0439	\$96	\$176	\$216	\$312	\$352	\$424
6/1/97-5/31/98	1.0419	\$92	\$169	\$207	\$299	\$337	\$406
6/1/96-5/31/97	1.0396	\$88	\$162	\$198	\$287	\$323	\$389

6/1/95-5/31/96	1.032	\$85	\$155	\$191	\$276	\$311	\$375
6/1/94-5/31/95	1.0237	\$82	\$151	\$185	\$267	\$301	\$363

The methodology of calculation and benchmarking for this Updated Laffey Matrix has been approved in a number of cases. See, e.g., *DL v. District of Columbia*, 267 F.Supp.3d 55, 69 (D.D.C. 2017)

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

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

EXHIBIT 5

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

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WRITERS EXT:
1004

February 21, 2022
CA2574

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

Labor and Workforce Development Agency
Online Filing

Carl Warren & Company, LLC
Certified Mail #70211970000003067047
CSC - Lawyers Incorporating Service
2710 Gateway Oaks Drive, Suite 150N
Sacramento, CA 95833

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

Dear Sir/Madam:

“Aggrieved Employees” refers to all individuals who are or previously were employed by Carl Warren & Company, LLC in California and classified as non-exempt employees during the time period of February 21, 2021 until a date as determined by the Court. Our offices represent Plaintiff Natasha Barbee (“Plaintiff”) and other Aggrieved Employees in a lawsuit against Carl Warren & Company, LLC (“Defendant”). Plaintiff has been employed by Defendant in California since 2011 as a non-exempt employee from and entitled to the legally required meal and rest breaks and payment for all time worked under Defendant’s control. Defendant, however, unlawfully failed to record and pay Plaintiff and other Aggrieved Employees for, including but not limited to, all of their time worked, including minimum and overtime wages, for all of their missed meal and rest breaks, and for all of their time spent working off the clock. Moreover, when Defendant required Plaintiff and Aggrieved Employees to report for work, but “furnished less than half said employee’s usual or scheduled day’s work,” Defendant violated Cal. Code Regs., tit. 8 § 11040, subd. 5(A) by failing to pay Plaintiff and Aggrieved Employees for at least two (2) hours’ worth of work at their regular rate of pay. In addition, when Defendant required Plaintiff and Aggrieved Employees to respond to and engage in additional work, this resulted in a second reporting for work in a single workday, and Defendant failed to pay these employees reporting time pay as required by Cal. Code Regs., tit. 8, § 11040, subd. 5(B). Further, Defendant failed to advise Plaintiff and the other Aggrieved Employees of their right to take separately and hourly paid duty-free ten (10) minute rest periods. *See Vaquero v. Stoneledge Furniture, LLC*, 9 Cal. App. 5th 98, 110 (2017). Additionally, pursuant to Labor Code § 204 *et seq.*, Defendant failed to timely provide Plaintiff and other

Aggrieved Employees with their wages. Plaintiff further contends that Defendant failed to provide accurate wage statements to her, and other Aggrieved Employees, in violation of California Labor Code section 226(a). Further, Defendant violates Cal. Lab. Code Section 226(a)(8) by failing to list the correct name and address of the legal entity that employees Plaintiff and other Aggrieved Employees. Additionally, Plaintiff contends that Defendant failed to comply with Industrial Wage Order 7(A)(3) in that Defendant failed to keep time records showing when Plaintiff began and ended each shift and meal period. Plaintiff and other Aggrieved Employees perform tasks that reasonably permit sitting, and a seat would not interfere with their performance of any of their tasks that may require them to stand. Defendant failed to provide Plaintiff and other Aggrieved Employees with suitable seats. Said conduct, in addition to the foregoing, as well as the conduct alleged in the incorporated Complaint, violates Labor Code §§ 201, 202, 203, 204 *et seq.*, 210, 221, 226(a), 226.7, 227.3, 246, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 1 1070(14) (Failure to Provide Seating), Violation of the applicable Industrial Welfare Commission Wage Order(s), and is therefore actionable under California Labor Code section 2699.3.

A true and correct copy of the Complaint by Plaintiff against Defendant, which (i) identifies the alleged violations, (ii) details the facts and theories which support the alleged violations, (iii) details the specific work performed by Plaintiff, (iii) sets forth the people/entities, dates, classifications, violations, events, and actions which are at issue to the extent known to Plaintiff, and (iv) sets forth the illegal practices used by Defendant, is attached hereto. This information provides notice to the Labor and Workforce Development Agency of the facts and theories supporting the alleged violations for the agency's reference. Plaintiff therefore incorporates the allegations of the attached Complaint into this letter as if fully set forth herein. If the agency needs any further information, please do not hesitate to ask.

This notice is provided to enable Plaintiff to proceed with the Complaint against Defendant as authorized by California Labor Code section 2699, *et seq.* The lawsuit consists of other Aggrieved Employees. As counsel, our intention is to vigorously prosecute the claims as alleged in the Complaint, and to procure civil penalties as provided by the Private Attorney General Statute of 2004 on behalf of Plaintiff and all Aggrieved Employees.

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

Respectfully,

/s/ Nicholas J. De Blouw

Nicholas J. De Blouw, Esq.

1 **BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP**

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6 Attorneys for Plaintiff

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

8 **IN AND FOR THE COUNTY OF LOS ANGELES**

9
10 NATASHA BARBEE, an individual, on
11 behalf of herself and on behalf of all persons
similarly situated,

12
13 Plaintiff,

14 vs.

15 CARL WARREN & COMPANY, LLC, a
16 California Limited Liability Company; and
DOES 1 through 50, inclusive,

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18 Defendants.
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Case No. _____

CLASS ACTION COMPLAINT FOR:

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

DEMAND FOR A JURY TRIAL

28 Plaintiff Natasha Barbee ("PLAINTIFF"), an individual, on behalf of herself and all

1 other similarly situated current and former employees alleges on information and belief, except
2 for her own acts and knowledge which are based on personal knowledge, the following:

3
4 **THE PARTIES**

5 1. Defendant Carl Warren & Company, LLC (“DEFENDANT”) is a California
6 corporation that at all relevant times mentioned herein conducted and continues to conduct
7 substantial business in the state of California.

8 2. DEFENDANT specializes in property and casualty claims management,
9 subrogation recovery, and litigation management for the public and private sections, insurance
10 programs and captives and has been doing so since 1944.

11 3. PLAINTIFF has been employed by DEFENDANT in California since 2011 and
12 has been at all times classified by DEFENDANT as a non-exempt employee, paid on an hourly
13 basis, and entitled to the legally required meal and rest periods and payment of minimum and
14 overtime wages due for all time worked.

15 4. PLAINTIFF brings this Class Action on behalf of herself and a California class,
16 defined as all individuals who are or previously were employed by DEFENDANT in California
17 and classified as non-exempt employees (the “CALIFORNIA CLASS”) at any time during the
18 period beginning four (4) years prior to the filing of this Complaint and ending on the date as
19 determined by the Court (the “CALIFORNIA CLASS PERIOD”). The amount in controversy
20 for the aggregate claim of CALIFORNIA CLASS Members is under five million dollars
21 (\$5,000,000.00).

22 5. PLAINTIFF brings this Class Action on behalf of herself and a CALIFORNIA
23 CLASS in order to fully compensate the CALIFORNIA CLASS for their losses incurred during
24 the CALIFORNIA CLASS PERIOD caused by DEFENDANT’s policy and practice which
25 failed to lawfully compensate these employees. DEFENDANT’s policy and practice alleged
26 herein was an unlawful, unfair and deceptive business practice whereby DEFENDANT retained
27 and continues to retain wages due PLAINTIFF and the other members of the CALIFORNIA
28 CLASS. PLAINTIFF and the other members of the CALIFORNIA CLASS seek an injunction

enjoining such conduct by DEFENDANT in the future, relief for the named PLAINTIFF and the other members of the CALIFORNIA CLASS who have been economically injured by DEFENDANT's past and current unlawful conduct, and all other appropriate legal and equitable relief.

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

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

THE CONDUCT

8. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANT was required to pay PLAINTIFF and CALIFORNIA CLASS Members for all their time worked, meaning the time during which an employee is subject to the control of an employer, including all the time the employee is suffered or permitted to work. DEFENDANT requires PLAINTIFF and CALIFORNIA CLASS Members to work without paying them for all the time they are under DEFENDANT's control. Additionally, DEFENDANT, as a matter of established

1 company policy and procedure, administers a uniform practice of rounding the actual time
2 worked and recorded by PLAINTIFF and CALIFORNIA CLASS Members, always to the
3 benefit of DEFENDANT, so that during the course of their employment, PLAINTIFF and
4 CALIFORNIA CLASS Members are paid less than they would have been paid had they been
5 paid for actual recorded time rather than “rounded” time. Additionally, DEFENDANT engages
6 in the practice of requiring PLAINTIFF and CALIFORNIA CLASS Members to perform work
7 off the clocking that DEFENDANT, as a condition of employment, required these employees
8 to submit to mandatory temperature checks and symptom questionnaires for COVID-19
9 screening prior to clocking into DEFENDANT’s timekeeping system for the workday. Finally,
10 DEFENDANT also requires PLAINTIFF and other CALIFORNIA CLASS Members to
11 complete mandatory unpaid training related to computer systems being used at the hospital and
12 also complete mandatory “Health Streams” which deal with hospital compliance issues. As a
13 result, PLAINTIFF and other CALIFORNIA CLASS Members forfeit minimum wage, overtime
14 wage compensation, and off-duty meal breaks by working without their time being correctly
15 recorded and without compensation at the applicable rates. DEFENDANT’s policy and practice
16 not to pay PLAINTIFF and other CALIFORNIA CLASS Members for all time worked, is
17 evidenced by DEFENDANT’s business records.

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

22 10. The second component of PLAINTIFF’s and other CALIFORNIA CLASS
23 Members’ compensation is DEFENDANT’s non-discretionary incentive program that paid
24 PLAINTIFF and other CALIFORNIA CLASS Members incentive wages based on their
25 performance for DEFENDANT. The non-discretionary incentive program provided all
26 employees paid on an hourly basis with incentive compensation when the employees met the
27 various performance goals set by DEFENDANT. However, when calculating the regular rate
28 of pay in order to pay overtime and meal and rest break premiums to PLAINTIFF and other

1 CALIFORNIA CLASS Members, DEFENDANT failed to include the incentive compensation
2 as part of the employees' "regular rate of pay" for purposes of calculating overtime pay and
3 meal and rest break premium pay. Management and supervisors described the incentive
4 program to potential and new employees as part of the compensation package. As a matter of
5 law, the incentive compensation received by PLAINTIFF and other CALIFORNIA CLASS
6 Members must be included in the "regular rate of pay." The failure to do so has resulted in a
7 underpayment of overtime compensation and meal and rest break premiums to PLAINTIFF and
8 other CALIFORNIA CLASS Members by DEFENDANT.

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

21 12. During the CALIFORNIA CLASS PERIOD, PLAINTIFF and other
22 CALIFORNIA CLASS Members are also required from time to time to work in excess of four
23 (4) hours without being provided ten (10) minute rest periods. Further, these employees are
24 denied their first rest periods of at least ten (10) minutes for some shifts worked of at least two
25 (2) to four (4) hours from time to time, a first and second rest period of at least ten (10) minutes
26 for some shifts worked of between six (6) and eight (8) hours from time to time, and a first,
27 second and third rest period of at least ten (10) minutes for some shifts worked of ten (10) hours
28 or more from time to time. PLAINTIFF and other CALIFORNIA CLASS Members are also

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

13 13. During the CALIFORNIA CLASS PERIOD, DEFENDANT fails to accurately
14 record and pay PLAINTIFF and other CALIFORNIA CLASS Members for the actual amount
15 of time these employees work. Pursuant to the Industrial Welfare Commission Wage Orders,
16 DEFENDANT is required to pay PLAINTIFF and other CALIFORNIA CLASS Members for
17 all time worked, meaning the time during which an employee was subject to the control of an
18 employer, including all the time the employee was permitted or suffered to permit this work.
19 DEFENDANT requires these employees to work off the clock without paying them for all the
20 time they are under DEFENDANT's control. As such, DEFENDANT knew or should have
21 known that PLAINTIFF and the other members of the CALIFORNIA CLASS are under
22 compensated for all time worked. As a result, PLAINTIFF and other CALIFORNIA CLASS
23 Members forfeit time worked by working without their time being accurately recorded and
24 without compensation at the applicable minimum wage and overtime wage rates. To the extent
25 that the time worked off the clock does not qualify for overtime premium payment,
26 DEFENDANT fails to pay minimum wages for the time worked off-the-clock in violation of
27 Cal. Lab. Code §§ 1194, 1197, and 1197.1.

28 14. From time to time, DEFENDANT also fails to provide PLAINTIFF and the other

1 members of the CALIFORNIA LABOR SUB-CLASS with complete and accurate wage
2 statements which failed to show, among other things, the correct gross and net wages earned.
3 Cal. Lab. Code § 226 provides that every employer shall furnish each of his or her employees
4 with an accurate itemized wage statement in writing showing, among other things, gross wages
5 earned and all applicable hourly rates in effect during the pay period and the corresponding
6 amount of time worked at each hourly rate. Additionally, DEFENDANT violates Cal. Lab.
7 Code 226(a)(8) by failing to list the correct name of the legal entity that employs PLAINTIFF
8 and other CALIFORNIA LABOR SUB-CLASS Members. Aside, from the violations listed
9 above in this paragraph, DEFENDANT fails to issue to PLAINTIFF an itemized wage
10 statement that lists all the requirements under California Labor Code 226 *et seq.* As a result,
11 DEFENDANT from time to time provides PLAINTIFF and the other members of the
12 CALIFORNIA LABOR SUB-CLASS with wage statements which violated Cal. Lab. Code §
13 226.

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

18 [I]n addition to, and entirely independent and apart from, any other penalty provided in
19 this article, every person who fails to pay the wages of each employee as provided in
20 Sections. . . 204. . . shall be subject to a civil penalty as follows: (1) For any initial
21 violation, one hundred dollars (\$100) for each failure to pay each employee; (2) For each
22 subsequent violation, or any willful or intentional violation, two hundred dollars (\$200)
23 for each failure to pay each employee, plus 25 percent of the amount unlawfully
24 withheld.

25 16. DEFENDANT from time to time fails to pay PLAINTIFF and members of the
26 CALIFORNIA LABOR SUB-CLASS Members within seven (7) days of the close of the
27 payroll period in accordance with Cal. Lab. Code § 204(d).

28 17. DEFENDANT underpays sick pay wages to PLAINTIFF and other
CALIFORNIA CLASS Members by failing to pay such wages at the regular rate of pay.
Specifically, PLAINTIFF and other non-exempt employees earn non-discretionary
remuneration, including but not limited to, incentives, shift differential pay, and bonuses.

1 Rather than pay sick pay at the regular rate of pay, DEFENDANT underpays sick pay to
2 PLAINTIFF and other CALIFORNIA CLASS Members at their base rates of pay.

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

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

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

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

5 21. Specifically as to PLAINTIFF, DEFENDANT fails to provide all the legally
6 required off-duty meal and rest breaks to PLAINTIFF as required by the applicable Wage Order
7 and Labor Code and failed to pay PLAINTIFF all minimum and overtime wages due to
8 PLAINTIFF. DEFENDANT does not have a policy or practice which provided timely off-duty
9 meal and rest breaks to PLAINTIFF and also fails to compensate PLAINTIFF for PLAINTIFF's
10 missed meal and rest breaks. The nature of the work performed by the PLAINTIFF does not
11 prevent PLAINTIFF from being relieved of all of his duties for the legally required off-duty
12 meal periods. As a result, DEFENDANT's failure to provide PLAINTIFF with the legally
13 required meal periods is evidenced by DEFENDANT's business records.

14 **JURISDICTION AND VENUE**

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

19 23. Venue is proper in this Court pursuant to California Code of Civil Procedure,
20 Sections 395 and 395.5, because PLAINTIFF worked in this County for DEFENDANT and
21 DEFENDANT (i) currently maintains and at all relevant times maintained offices and facilities
22 in this County and/or conducts substantial business in this County, and (ii) committed the
23 wrongful conduct herein alleged in this County against members of the CALIFORNIA CLASS.
24

25 **THE CALIFORNIA CLASS**

26 24. PLAINTIFF brings the First Cause of Action for Unfair, Unlawful and Deceptive
27 Business Practices pursuant to Cal. Bus. & Prof. Code §§ 17200, *et seq.* (the "UCL") as a Class
28

1 Action, pursuant to Cal. Code of Civ. Proc. § 382, on behalf of a California class, defined as
2 all individuals who are or previously were employed by DEFENDANT in California and
3 classified as non-exempt employees (the “CALIFORNIA CLASS”) at any time during the
4 period beginning four (4) years prior to the filing of this Complaint and ending on the date as
5 determined by the Court (the “CALIFORNIA CLASS PERIOD”). The amount in controversy
6 for the aggregate claim of CALIFORNIA CLASS Members is under five million dollars
7 (\$5,000,000.00).

8 25. To the extent equitable tolling operates to toll claims by the CALIFORNIA
9 CLASS against DEFENDANT, the CALIFORNIA CLASS PERIOD should be adjusted
10 accordingly.

11 26. DEFENDANT, as a matter of company policy, practice and procedure, and in
12 violation of the applicable Labor Code, Industrial Welfare Commission (“IWC”) Wage Order
13 requirements, and the applicable provisions of California law, intentionally, knowingly, and
14 wilfully, engaged in a practice whereby DEFENDANT failed to record all meal and rest breaks
15 missed by PLAINTIFF and other CALIFORNIA CLASS Members, even though
16 DEFENDANT enjoyed the benefit of this work, required employees to perform this work and
17 permits or suffers to permit this work.

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

27 28. The CALIFORNIA CLASS, is so numerous that joinder of all CALIFORNIA
28 CLASS Members is impracticable.

1 29. DEFENDANT violated the rights of the CALIFORNIA CLASS under California
2 law by:

- 3 (a) Committing an act of unfair competition in violation of, Cal. Bus. & Prof.
4 Code §§ 17200, *et seq.* (the "UCL"), by unlawfully, unfairly and/or
5 deceptively having in place company policies, practices and procedures
6 that failed to record and pay PLAINTIFF and the other members of the
7 CALIFORNIA CLASS for all time worked, including minimum wages
8 owed and overtime wages owed for work performed by these employees;
9 and,
10 (b) Committing an act of unfair competition in violation of the UCL, by
11 failing to provide the PLAINTIFF and the other members of the
12 CALIFORNIA CLASS with the legally required meal and rest periods.

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

- 15 (a) The persons who comprise the CALIFORNIA CLASS are so numerous
16 that the joinder of all such persons is impracticable and the disposition of
17 their claims as a class will benefit the parties and the Court;
18 (b) Nearly all factual, legal, statutory, declaratory and injunctive relief issues
19 that are raised in this Complaint are common to the CALIFORNIA
20 CLASS will apply to every member of the CALIFORNIA CLASS;
21 (c) The claims of the representative PLAINTIFF are typical of the claims of
22 each member of the CALIFORNIA CLASS. PLAINTIFF, like all the
23 other members of the CALIFORNIA CLASS, was classified as a non-
24 exempt employee paid on an hourly basis who was subjected to the
25 DEFENDANT's deceptive practice and policy which failed to provide the
26 legally required meal and rest periods to the CALIFORNIA CLASS and
27 thereby underpaid compensation to PLAINTIFF and CALIFORNIA
28 CLASS. PLAINTIFF sustained economic injury as a result of

1 DEFENDANT's employment practices. PLAINTIFF and the members
2 of the CALIFORNIA CLASS were and are similarly or identically harmed
3 by the same unlawful, deceptive and unfair misconduct engaged in by
4 DEFENDANT; and,

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

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

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

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

- 28 (b) The parties opposing the CALIFORNIA CLASS have acted or refused to

1 act on grounds generally applicable to the CALIFORNIA CLASS, making
2 appropriate class-wide relief with respect to the CALIFORNIA CLASS
3 as a whole in that DEFENDANT failed to pay all wages due to members
4 of the CALIFORNIA CLASS as required by law;

5 1) With respect to the First Cause of Action, the final relief on behalf
6 of the CALIFORNIA CLASS sought does not relate exclusively to
7 restitution because through this claim PLAINTIFF seeks
8 declaratory relief holding that the DEFENDANT's policy and
9 practices constitute unfair competition, along with declaratory
10 relief, injunctive relief, and incidental equitable relief as may be
11 necessary to prevent and remedy the conduct declared to constitute
12 unfair competition;

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

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

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

28 A. Inconsistent or varying adjudications with respect to

individual members of the CALIFORNIA CLASS, which would establish incompatible standards of conduct for the DEFENDANT; and/or,

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

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

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

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

(a) The questions of law and fact common to the CALIFORNIA CLASS predominate over any question affecting only individual CALIFORNIA CLASS Members because the DEFENDANT's employment practices are applied with respect to the CALIFORNIA CLASS;

(b) A Class Action is superior to any other available method for the fair and efficient adjudication of the claims of the members of the CALIFORNIA CLASS because in the context of employment litigation a substantial

1 number of individual CALIFORNIA CLASS Members will avoid
2 asserting their rights individually out of fear of retaliation or adverse
3 impact on their employment;

4 (c) The members of the CALIFORNIA CLASS are so numerous that it is
5 impractical to bring all members of the CALIFORNIA CLASS before the
6 Court;

7 (d) PLAINTIFF, and the other CALIFORNIA CLASS Members, will not be
8 able to obtain effective and economic legal redress unless the action is
9 maintained as a Class Action;

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

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

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

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

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

27 33. DEFENDANT maintains records from which the Court can ascertain and identify
28 by job title each of DEFENDANT's employees who have been intentionally subjected to

1 DEFENDANT's company policy, practices and procedures as herein alleged. PLAINTIFF will
2 seek leave to amend the Complaint to include any additional job titles of similarly situated
3 employees when they have been identified.

4
5 **THE CALIFORNIA LABOR SUB-CLASS**

6 34. PLAINTIFF further brings the Second, Third, Fourth, Fifth, Sixth and Seventh
7 causes Action on behalf of a California sub-class, defined as all members of the CALIFORNIA
8 CLASS who are or previously were employed by DEFENDANT in California and classified as
9 non exempt employees (the "CALIFORNIA LABOR SUB-CLASS") at any time during the
10 period three (3) years prior to the filing of the complaint and ending on the date as determined
11 by the Court (the "CALIFORNIA LABOR SUB-CLASS PERIOD") pursuant to Cal. Code of
12 Civ. Proc. § 382. The amount in controversy for the aggregate claim of CALIFORNIA LABOR
13 SUB-CLASS Members is under five million dollars (\$5,000,000.00).

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

26 36. DEFENDANT maintains records from which the Court can ascertain and identify
27 by name and job title, each of DEFENDANT's employees who have been intentionally
28 subjected to DEFENDANT's company policy, practices and procedures as herein alleged.

1 PLAINTIFF will seek leave to amend the complaint to include any additional job titles of
2 similarly situated employees when they have been identified.

3 37. The CALIFORNIA LABOR SUB-CLASS is so numerous that joinder of all
4 CALIFORNIA LABOR SUB-CLASS Members is impracticable.

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

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

20 39. DEFENDANT violated the rights of the CALIFORNIA LABOR SUB-CLASS
21 under California law by:

- 22 (a) Violating Cal. Lab. Code §§ 510, *et seq.*, by failing to correctly pay the
23 PLAINTIFF and the members of the CALIFORNIA LABOR SUB-
24 CLASS all wages due for overtime worked, for which DEFENDANT is
25 liable pursuant to Cal. Lab. Code § 1194;
- 26 (b) Violating Cal. Lab. Code §§ 1194, 1197 & 1197.1 *et seq.*, by failing to
27 accurately pay PLAINTIFF and the members of the CALIFORNIA
28 LABOR SUB-CLASS the correct minimum wage pay for which

1 DEFENDANT is liable pursuant to Cal. Lab. Code §§ 1194 and 1197;

2 (c) Violating Cal. Lab. Code § 226, by failing to provide PLAINTIFF and the
3 members of the CALIFORNIA LABOR SUB-CLASS with an accurate
4 itemized statement in writing showing the corresponding correct amount
5 of wages earned by the employee;

6 (d) Violating Cal. Lab. Code §§ 226.7 and 512, by failing to provide
7 PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-
8 CLASS with all legally required off-duty, uninterrupted thirty (30) minute
9 meal breaks and the legally required off-duty rest breaks;

10 (e) Violating Cal. Lab. Code §§ 201, 202 and/or 203, which provides that
11 when an employee is discharged or quits from employment, the employer
12 must pay the employee all wages due without abatement, by failing to
13 tender full payment and/or restitution of wages owed or in the manner
14 required by California law to the members of the CALIFORNIA LABOR
15 SUB-CLASS who have terminated their employment; and,

16 (f) Violating Cal. Lab. Code § 2802 by failing to reimburse PLAINTIFF and
17 the CALIFORNIA LABOR SUB-CLASS members with necessary
18 expenses incurred in the discharge of their job duties.

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

21 (a) The persons who comprise the CALIFORNIA LABOR SUB-CLASS are
22 so numerous that the joinder of all CALIFORNIA LABOR SUB-CLASS
23 Members is impracticable and the disposition of their claims as a class
24 will benefit the parties and the Court;

25 (b) Nearly all factual, legal, statutory, declaratory and injunctive relief issues
26 that are raised in this Complaint are common to the CALIFORNIA
27 LABOR SUB-CLASS and will apply to every member of the
28 CALIFORNIA LABOR SUB-CLASS;

1 (c) The claims of the representative PLAINTIFF are typical of the claims of
2 each member of the CALIFORNIA LABOR SUB-CLASS. PLAINTIFF,
3 like all the other members of the CALIFORNIA LABOR SUB-CLASS,
4 was a non-exempt employee paid on an hourly basis who was subjected
5 to the DEFENDANT's practice and policy which failed to pay the correct
6 amount of wages due to the CALIFORNIA LABOR SUB-CLASS.
7 PLAINTIFF sustained economic injury as a result of DEFENDANT's
8 employment practices. PLAINTIFF and the members of the
9 CALIFORNIA LABOR SUB-CLASS were and are similarly or
10 identically harmed by the same unlawful, deceptive, and unfair
11 misconduct engaged in by DEFENDANT; and,

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

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

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

26 1) Inconsistent or varying adjudications with respect to individual
27 members of the CALIFORNIA LABOR SUB-CLASS which
28 would establish incompatible standards of conduct for the parties

opposing the CALIFORNIA LABOR SUB-CLASS; or,

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

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

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

- 1) The interests of the members of the CALIFORNIA LABOR SUB-CLASS in individually controlling the prosecution or defense of separate actions in that the substantial expense of individual actions will be avoided to recover the relatively small amount of economic losses sustained by the individual CALIFORNIA LABOR SUB-CLASS Members when compared to the substantial expense and burden of individual prosecution of this litigation;
- 2) Class certification will obviate the need for unduly duplicative

litigation that would create the risk of:

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

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

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

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

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

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

(b) A Class Action is superior to any other available method for the fair and

1 efficient adjudication of the claims of the members of the CALIFORNIA
2 LABOR SUB-CLASS because in the context of employment litigation a
3 substantial number of individual CALIFORNIA LABOR SUB-CLASS
4 Members will avoid asserting their rights individually out of fear of
5 retaliation or adverse impact on their employment;

6 (c) The members of the CALIFORNIA LABOR SUB-CLASS are so
7 numerous that it is impractical to bring all members of the CALIFORNIA
8 LABOR SUB-CLASS before the Court;

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

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

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

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

24 (h) The members of the CALIFORNIA LABOR SUB-CLASS are readily
25 ascertainable from the business records of DEFENDANT. The
26 CALIFORNIA LABOR SUB-CLASS consists of all CALIFORNIA
27 CLASS Members who worked for DEFENDANT in California at any
28 time during the CALIFORNIA LABOR SUB-CLASS PERIOD; and,

- 1 (i) Class treatment provides manageable judicial treatment calculated to bring
2 a efficient and rapid conclusion to all litigation of all wage and hour
3 related claims arising out of the conduct of DEFENDANT as to the
4 members of the CALIFORNIA LABOR SUB-CLASS.
5

6 **FIRST CAUSE OF ACTION**

7 **For Unlawful Business Practices**

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

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

10 43. PLAINTIFF, and the other members of the CALIFORNIA CLASS, reallege and
11 incorporate by this reference, as though fully set forth herein, the prior paragraphs of this
12 Complaint.

13 44. DEFENDANT is a “person” as that term is defined under Cal. Bus. and Prof.
14 Code § 17021.

15 45. California Business & Professions Code §§ 17200, *et seq.* (the “UCL”) defines
16 unfair competition as any unlawful, unfair, or fraudulent business act or practice. Section
17 17203 authorizes injunctive, declaratory, and/or other equitable relief with respect to unfair
18 competition as follows:

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

23 Cal. Bus. & Prof. Code § 17203.

24 46. By the conduct alleged herein, DEFENDANT has engaged and continues to
25 engage in a business practice which violates California law, including but not limited to, the
26 applicable Industrial Wage Order(s), the California Code of Regulations and the California
27 Labor Code including Sections 204, 210, 221, 226.7, 246, 510, 512, 1194, 1197, 1197.1, 1198,
28 2802 and the Fair Labor Standards Act and federal regulations promulgated thereunder, for

1 which this Court should issue declaratory and other equitable relief pursuant to Cal. Bus. &
2 Prof. Code § 17203 as may be necessary to prevent and remedy the conduct held to constitute
3 unfair competition, including restitution of wages wrongfully withheld.

4 47. By the conduct alleged herein, DEFENDANT's practices were unlawful and
5 unfair in that these practices violate public policy, were immoral, unethical, oppressive,
6 unscrupulous or substantially injurious to employees, and were without valid justification or
7 utility for which this Court should issue equitable and injunctive relief pursuant to Section
8 17203 of the California Business & Professions Code, including restitution of wages wrongfully
9 withheld.

10 48. By the conduct alleged herein, DEFENDANT's practices were deceptive and
11 fraudulent in that DEFENDANT's policy and practice failed to provide the legally mandated
12 meal and rest periods, the required amount of compensation for missed meal and rest periods
13 and overtime and minimum wages owed, failed to timely pay wages, and failed to reimburse
14 al necessary business expenses incurred, and failed to provide Fair Labor Standards Act
15 overtime wages due for overtime worked as a result of failing to include non-discretionary
16 incentive compensation into their regular rates of pay for purposes of computing the proper
17 overtime pay due to a business practice that cannot be justified, pursuant to the applicable Cal.
18 Lab. Code, and Industrial Welfare Commission requirements in violation of Cal. Bus. Code §§
19 17200, *et seq.*, and for which this Court should issue injunctive and equitable relief, pursuant
20 to Cal. Bus. & Prof. Code § 17203, including restitution of wages wrongfully withheld.

21 49. By the conduct alleged herein, DEFENDANT's practices were also unlawful,
22 unfair and deceptive in that DEFENDANT's employment practices caused PLAINTIFF and the
23 other members of the CALIFORNIA CLASS to be underpaid during their employment with
24 DEFENDANT.

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

1 51. Therefore, PLAINTIFF demands on behalf of herself and on behalf of each
2 CALIFORNIA CLASS Member, one (1) hour of pay for each workday in which an off-duty
3 meal period was not timely provided for each five (5) hours of work, and/or one (1) hour of pay
4 for each workday in which a second off-duty meal period was not timely provided for each ten
5 (10) hours of work.

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

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

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

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

25 56. PLAINTIFF and the other members of the CALIFORNIA CLASS are further
26 entitled to, and do, seek a declaration that the described business practices are unlawful, unfair
27 and deceptive, and that injunctive relief should be issued restraining DEFENDANT from
28 engaging in any unlawful and unfair business practices in the future.

57. PLAINTIFF and the other members of the CALIFORNIA CLASS have no plain, speedy and/or adequate remedy at law that will end the unlawful and unfair business practices of DEFENDANT. Further, the practices herein alleged presently continue to occur unabated. As a result of the unlawful and unfair business practices described herein, PLAINTIFF and the other members of the CALIFORNIA CLASS have suffered and will continue to suffer irreparable legal and economic harm unless DEFENDANT is restrained from continuing to engage in these unlawful and unfair business practices.

SECOND CAUSE OF ACTION

For Failure To Pay Minimum Wages

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

(By PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS

and Against All Defendants)

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

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

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

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

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

1 63. DEFENDANT maintained a wage practice of paying PLAINTIFF and the other
2 members of the CALIFORNIA LABOR SUB-CLASS without regard to the correct amount of
3 time they work. As set forth herein, DEFENDANT's policy and practice was to unlawfully and
4 intentionally deny timely payment of wages due to PLAINTIFF and the other members of the
5 CALIFORNIA LABOR SUB-CLASS.

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

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

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

19 67. During the CALIFORNIA LABOR SUB-CLASS PERIOD, DEFENDANT
20 required, permitted or suffered PLAINTIFF and CALIFORNIA LABOR SUB-CLASS
21 Members to work without paying them for all the time they were under DEFENDANT's
22 control. During the CALIFORNIA LABOR SUB-CLASS PERIOD, PLAINTIFF and the other
23 members of the CALIFORNIA LABOR SUB-CLASS were paid less for time worked that they
24 were entitled to, constituting a failure to pay all earned wages.

25 68. By virtue of DEFENDANT's unlawful failure to accurately pay all earned
26 compensation to PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-
27 CLASS for the true time they worked, PLAINTIFF and the other members of the
28 CALIFORNIA LABOR SUB-CLASS have suffered and will continue to suffer an economic

1 injury in amounts which are presently unknown to them and which will be ascertained
2 according to proof at trial.

3 69. DEFENDANT knew or should have known that PLAINTIFF and the other
4 members of the CALIFORNIA LABOR SUB-CLASS were under compensated for their time
5 worked. DEFENDANT elected, either through intentional malfeasance or gross nonfeasance,
6 to not pay employees for their labor as a matter of company policy, practice and procedure, and
7 DEFENDANT perpetrated this scheme by refusing to pay PLAINTIFF and the other members
8 of the CALIFORNIA LABOR SUB-CLASS the correct minimum wages for their time worked.

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

17 71. PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS
18 therefore request recovery of all unpaid wages, according to proof, interest, statutory costs, as
19 well as the assessment of any statutory penalties against DEFENDANT, in a sum as provided
20 by the California Labor Code and/or other applicable statutes. To the extent minimum wage
21 compensation is determined to be owed to the CALIFORNIA LABOR SUB-CLASS Members
22 who have terminated their employment, DEFENDANT's conduct also violates Labor Code §§
23 201 and/or 202, and therefore these individuals are also be entitled to waiting time penalties
24 under Cal. Lab. Code § 203, which penalties are sought herein on behalf of these
25 CALIFORNIA LABOR SUB-CLASS Members. DEFENDANT's conduct as alleged herein
26 was willful, intentional and not in good faith. Further, PLAINTIFF and other CALIFORNIA
27 LABOR SUB-CLASS Members are entitled to seek and recover statutory costs.

1 **THIRD CAUSE OF ACTION**

2 **For Failure To Pay Overtime Compensation**

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

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

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

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

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

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

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

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

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

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

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

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

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

28 83. DEFENDANT failed to accurately pay the PLAINTIFF and the other members

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

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

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

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

27 87. PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS
28 therefore request recovery of all overtime wages, according to proof, interest, statutory costs,

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

10 **FOURTH CAUSE OF ACTION**

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

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

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

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

18 89. During the CALIFORNIA CLASS PERIOD, DEFENDANT from time to time
19 failed to provide all the legally required off-duty meal breaks to PLAINTIFF and the other
20 CALIFORNIA LABOR SUB-CLASS Members as required by the applicable Wage Order and
21 Labor Code. The nature of the work performed by PLAINTIFF and CALIFORNIA LABOR
22 SUB-CLASS MEMBERS did not prevent these employees from being relieved of all of their
23 duties for the legally required off-duty meal periods. As a result of their rigorous work
24 schedules, PLAINTIFF and other CALIFORNIA LABOR SUB-CLASS Members were from
25 time to time not fully relieved of duty by DEFENDANT for their meal periods. Additionally,
26 DEFENDANT's failure to provide PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS
27 Members with legally required meal breaks prior to their fifth (5th) hour of work is evidenced
28

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

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

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

16 17 **FIFTH CAUSE OF ACTION**

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

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

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

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

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

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

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

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

17 **SIXTH CAUSE OF ACTION**

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

19 **[Cal. Lab. Code § 226]**

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

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

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

28 (1) gross wages earned,

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

98. From time to time, DEFENDANT also failed to provide PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS with complete and accurate wage statements which failed to show, among other things, the correct gross and net wages earned. Cal. Lab. Code § 226 provides that every employer shall furnish each of his or her employees with an accurate itemized wage statement in writing showing, among other things, gross wages earned and all applicable hourly rates in effect during the pay period and the corresponding amount of time worked at each hourly rate. Additionally, DEFENDANT violates Cal. Lab. Code 226(a)(8) by failing to list the correct name of the legal entity that employs PLAINTIFF and other CALIFORNIA LABOR SUB-CLASS Members. Aside, from the violations listed above in this paragraph, DEFENDANT failed to issue to PLAINTIFF an itemized wage statement that lists all the requirements under California Labor Code 226 *et seq.* As a result, DEFENDANT from time to time provided PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS with wage statements which violated Cal. Lab. Code § 226.

99. DEFENDANT knowingly and intentionally failed to comply with Cal. Lab. Code § 226, causing injury and damages to PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS. These damages include, but are not limited to, costs expended calculating the correct wages for all missed meal and rest breaks and the amount of employment taxes which were not properly paid to state and federal tax authorities.

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

8
9 **SEVENTH CAUSE OF ACTION**

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

11 **[Cal. Lab. Code § 2802]**

12 **(By PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS and Against All**
13 **Defendants)**

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

17 101. Cal. Lab. Code § 2802 provides, in relevant part, that:

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

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

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

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

16
17 **PRAYER FOR RELIEF**

18 WHEREFORE, PLAINTIFF prays for judgment against each Defendant, jointly and
19 severally, as follows:

20 1. On behalf of the CALIFORNIA CLASS:

- 21 A) That the Court certify the First Cause of Action asserted by the CALIFORNIA
22 CLASS as a class action pursuant to Cal. Code of Civ. Proc. § 382;
23 B) An order temporarily, preliminarily and permanently enjoining and restraining
24 DEFENDANT from engaging in similar unlawful conduct as set forth herein;
25 C) An order requiring DEFENDANT to pay all wages and all sums unlawfully
26 withheld from compensation due to PLAINTIFF and the other members of the
27 CALIFORNIA CLASS; and,
28 D) Restitutionary disgorgement of DEFENDANT's ill-gotten gains into a fluid fund

1 for restitution of the sums incidental to DEFENDANT's violations due to
2 PLAINTIFF and to the other members of the CALIFORNIA CLASS.

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

- 4 A) That the Court certify the Second, Third, Fourth, Fifth, Sixth, Seventh Causes of
5 Action asserted by the CALIFORNIA LABOR SUB-CLASS as a class action
6 pursuant to Cal. Code of Civ. Proc. § 382;
- 7 B) Compensatory damages, according to proof at trial, including compensatory
8 damages for minimum and overtime compensation due PLAINTIFF and the other
9 members of the CALIFORNIA LABOR SUB-CLASS, during the applicable
10 CALIFORNIA LABOR SUB-CLASS PERIOD plus interest thereon at the
11 statutory rate;
- 12 C) The greater of all actual damages or fifty dollars (\$50) for the initial pay period
13 in which a violation occurs and one hundred dollars (\$100) per each member of
14 the CALIFORNIA LABOR SUB-CLASS for each violation in a subsequent pay
15 period, not exceeding an aggregate penalty of four thousand dollars (\$4,000), and
16 an award of costs for violation of Cal. Lab. Code § 226;
- 17 D) Meal and rest period compensation pursuant to Cal. Lab. Code §§ 226.7, 512 and
18 the applicable IWC Wage Order;
- 19 E) For liquidated damages pursuant to California Labor Code Sections 1194.2 and
20 1197; and,
- 21 F) The amount of the expenses PLAINTIFF and each member of the CALIFORNIA
22 LABOR SUBCLASS incurred in the course of their job duties, plus interest, and
23 costs of suit.

24 3. On behalf of PLAINTIFF for the Eighth and Ninth Causes of Action:

- 25 A) For all special damages which were sustained as a result of DEFENDANT's
26 conduct, including, but not limited to, back pay, front pay, lost compensation and
27 job benefits that PLAINTIFF would have received but for the retaliatory practices
28 of DEFENDANT; and,

1 B) For all exemplary damages, according to proof, which were sustained as a result
2 of DEFENDANT's conduct.

3 4. On all claims:

4 A) An award of interest, including prejudgment interest at the legal rate;

5 B) Such other and further relief as the Court deems just and equitable; and,

6 C) An award of penalties, attorneys' fees and cost of suit, as allowable under the
7 law, including, but not limited to, pursuant to Labor Code §221, §226, §1194,
8 and/or §2802.

9 Dated: February 21, 2022 BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

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

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DEMAND FOR A JURY TRIAL

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

Dated: February 21, 2022

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

By: _____
Norman B. Blumenthal
Attorneys for Plaintiff

EXHIBIT 6

DECLARATION OF ANTHONY ROGERS

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3 1. I am a resident of the United States of America and am over the age of 21. I am the Senior
4 VP for ILYM Group, Inc., (herein after referred to as “ILYM Group”), a professional class action services
5 provider. I am preparing this declaration at the request of Plaintiff’s Counsel. I have personal knowledge
6 of the facts herein, and, if called upon to testify, I could and would testify competently to such facts.

7 2. ILYM Group has extensive experience in disseminating PAGA settlements and
8 administering class action settlements, including direct mail services, telephone, and web-based support,
9 database management, opt-out processing, and settlement fund distribution services for class actions
10 ranging in size from 26 to 4.5 million Class Members. Attached hereto, as **Exhibit A**, is a true and correct
11 copy of ILYM Group’s current CV, reflecting our primary competencies as they relate to class action
12 administration. Attached hereto, as **Exhibit B** is ILYM Group’s Security Summary and Protocol. ILYM
13 Group is insured with E&O and Cyber Insurance policies.

14 3. ILYM Group has never had any financial interests in nor affiliation with the parties or
15 counsel in the *Barbee v. Carl Warren* matter.

16 4. Upon appointment, ILYM Group will provide a mailing address and toll-free telephone
17 number to receive correspondence and inquiries from aggrieved employees. After receiving the data file
18 from Defendant, which should contain the aggrieved employees’ names, last known addresses, and social
19 security numbers, ILYM Group will upload the data into our database and check for duplicates and other
20 possible discrepancies.

21 5. As part of the preparation for notice and disbursement, ILYM Group will process
22 aggrieved employees’ names and addresses against the National Change of Address (“NCOA”) database,
23 maintained by the United States Postal Service (“USPS”), to update and confirm the mailing addresses of
24 the aggrieved employees before the mailing of the notice. To the extent an updated address is found in the
25 NCOA database, ILYM Group will use the updated address for mailing the notice. If ILYM Group does
26 not locate an updated address in the NCOA database, it will use the original address provided by Defendant
27 for mailing the notice.

28 6. ILYM Group’s Disbursement Process will include but is not limited to; (a) applying for

1 case EIN; (b) establishing Qualified Settlement Fund ((QSF) Escrow Account), with administering tasks
2 including but not limited to overview and reconciliation of account; (c) calculating the individual
3 settlement amounts; (d) preparing, administering, and distributing settlement award checks to the
4 Participating Aggrieved Employees, including necessary tax forms (W2 and/or 1099); (e) calculating and
5 withholding all applicable state and federal taxes; (f) should any disbursements be returned to ILYM
6 Group's office as undeliverable, ILYM Group will attempt to locate an updated address using the NCOA
7 database and/or other skip trace efforts and will promptly remail the disbursement; (g) performing other
8 such duties as the Parties and/or the Courts direct. The above services are included in ILYM Group's
9 initial quote. Attached hereto, as **Exhibit C**, is a true and correct copy of ILYM Group's quote for this
10 matter.

11 7. ILYM Group's fees associated with the administration of this settlement are: **\$3,500.00**.

12 I declare, under penalty of perjury under the laws of the State of California that the foregoing is
13 true and correct. Executed this 13th day of January 2026, at Tustin, California.
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18 Anthony Rogers
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EXHIBIT “A”

Overview of Our Firm:

ILYM Group, Inc is a class action administration, legal notification and direct media outlets firm. With over 20 years of combined experience, our primary commitments are to client satisfaction, cutting edge technology and data management security, seamless case management and delivery of case expectations. Because, of our adherence to these commitments, ILYM Group, Inc is a one of the fastest growing, Woman Owned Business (NAPW), in the industry and is becoming the go-to firm for class action administration and legal notification. ILYM Group, Inc works with the top defense and plaintiff firms across the United States.

AREAS OF EXPERTISE:

- Wage and Hour
- FLSA
- Insurance and Health Care
- Consumer
- Finance
- Employment and Labor
- Securities
- Antitrust
- TCPA

Malta vs. Wells Fargo Home Mortgage Inc.

- TCPA Case with a class size of 5,200,000.

Gerardo Mojica vs. Compass Group USA, Inc.

- Wage & Hour Case with a class size of 22,573

Jacqueline Jones vs. I.Q. Data International, Inc.

- TCPA Case with a class size of 93,993. Performed a reverse look-up to obtain Class Member information. We were able to obtain contact information for 93.82% of the Class that did not have a name or address.

Grinder, et al. v. Clark County Collection Service, LLC.

- TCPA Case with a class size of 15,659. Performed a reverse look-up to obtain Class Member information. We were able to obtain contact information for 97% of the Class that did not have a name or address.

Kimberly Roberts, et al. v. T.J. Maxx of CA, LLC, et al.

- Wage & Hour Case with a class size of 82,549.

Reza Barani vs. Wells Fargo Bank, N.A.

- TCPA Case with a class size of 82,874. Performed a reverse look-up to obtain Class Member information. We were able to obtain contact information for 87.84% of the Class that did not have a name or address.

Blaise Picchi et al., vs. World Financial Network Bank, et al.

- TCPA Case with a class size of 856,507. Performed a reverse look-up to obtain Class Member information. We were able to obtain contact information for 93.21% that did not have a valid address associated with the contact record.

ILYM | GROUP, Inc.

SETTLEMENT ADMINISTRATION EXPERTS

ILYM Group, Inc. is operational 24/7 delivering true client and class member availability. Our call center is open 24/7/365 days a year, even holidays and is full digital, automated and multilingual. ILYM Group Inc.'s mail and media center is a state-of-the-art facility, fully digital and USPS integrated. We can accommodate cases of any size, from ten class members to multi-millions. ILYM Group, Inc. prides itself on its commitment to service, quality, value pricing and availability. We've committed ourselves to being the best Class Action Administration and Notification Company in our industry. Through our years of experience, ILYM Group, Inc. is dedicated to exceeding our client's expectations.

PRE-SETTLEMENT CONSULTATION

- **Administration Consultation:** Meeting to determine objectives and expectations by both parties. All reporting and responsibilities will be agreed upon as will the seamless process to access data. We will also discuss the opportunities to identify class members with the proposed print and web-based media for optimum reach. Additionally, all expectations and delivery of those results will be planned for and mapped accordingly.

MAILING AND NOTIFICATION

- **Fulfillment and Correspondence:** All provided settlement information will be published via United States Postal Service (USPS first class standards) to the proposed mailing class. Notifications will include a Claim ID and how to respond, or Opt-Out, based on the stipulations.
- **Reverse Lookup:** A confidential reverse phone or reverse cell lookup will provide; owner's name, location, address history, carrier, phone type (landline or cell phone) and more. Our reverse lookup is powered by an extensive database which includes hundreds of millions of cell phone, landline, residential and unlisted number. Our software collects data from multiple data sources and carriers across the US. Our average "hit ratio" ranges from 93% - 98%.
- **Creating Class Database:** All Data is verified and filtered to eliminate duplication against the United States Postal Service (USPS) National Change of Address (NCOA) database. ILYM Group, Inc. will also certify and validate with the Coding Accuracy Support System (CASS) and Track Your Class (TYC) for zone delivery.
- **Claim Forms:** ILYM Group, Inc. will email all claim forms, whenever possible, to have accurate reporting and tracking of all class requests. Emails will contain full text claim forms.
- **Translations:** When needed, ILYM Group, Inc. will translate notices to any language needed to reach Class members.
- **Remails:** Returned mail will be scanned, re-verified and re-mailed. All returned mail is data warehoused and reported to both parties' counsels in a weekly report.

MEDIA & INTERNET BANNER ADS

Notice Publication

- **Legal Notices:** ILYM Group, Inc. can provide a Media Proposal to maximize reach based on quantitative and qualitative methodologies.
- **Electronic Publication (Banner Ads):** ILYM Group, Inc. will utilize Internet Banner Noticing efforts and web technologies for maximum reach via the World Wide Web.

ILYM | GROUP, Inc.

SETTLEMENT ADMINISTRATION EXPERTS

- **Electronic Mail Notices:** ILYM Group, Inc. can email an estimated number of class members a full text notice. We are compliant with all search engines and Internet Service Providers (ISP) so that our emails are always “White List” accepted with minimal returns.
- **Reach:** Every case has its own proposed reach and exposure percentage. We filter, verify and scrub the data to improve reach results.
- **Services Included:** Analysis, Documentation, Research and Methodologies, Execution and Reporting.

PROJECT MANAGEMENT

- **Case Notification, Maintenance and Management:** ILYM Group, Inc.’s Senior Project Managers will provide all Account Management, Pre-Consultation to Case Conclusion, Reporting and Claims Processing. Design, negotiation and implementation, upon approval, of all forms and notices, all distribution reporting and filings with the court.
- **Claims Processing:** All claims can be submitted by USPS, Internet, Fax, and Email or Online submission. Claims will be processed and recorded with matching ILYM database ID's. E-claims will have corresponding records of intake. All deficient claims will be notified via USPS and make provisions for class member to re-submit claims.
- **Call Center:** ILYM Group, Inc. will support class members with a toll-free number to get the most up-to-date case settlement information. Customer service representatives will be available 24/7/365 as will recorded messages.
All class members are given the options to best serve their needs and to receive case information.
- **Internet Support:** Class members can log on to a provided website and view, print or submit information and claim forms regarding the settlement. Frequently Asked Questions (FAQ’s) will be provided as well. Class members may download the claim form with mailing and fax instructions provided on the form.
- **Objection and Request for Exclusion:** All objections and request for exclusion, opt-out, will be data warehoused, dated and reported. Postmarks will serve for exclusion dating and will be forwarded to both counsels’ no more than 5 days post submission. Objection will be reviewed by ILYM Group, Inc. to determine the timeliness and basis of the objection. All information will be forwarded to both parties counsel, along with any representation information from the class member, within 5 days.

DATA ADMINISTRATION AND NETWORK SECURITY

- **Network Security:** All provided data is encrypted, stored and hosted in a Tier 4, SAS70 certified environment.
- **Database Administration:** To be developed with all electronically provided data. Class members will be assigned ILYM Group, Inc. internal tracking ID’s to ensure all collected member data coincides with all received claims.

DISTRIBUTION AND SETTLEMENT FUNDING

- ***Distribution and Management:*** Upon receipt of settlement funds, ILYM Group, Inc. will open a QSF Account for proceeds of the Gross Settlement Payment. The deposited funds will then be managed per the Settlement Agreement. All funds will be settled with class members and counsel along with all federal and state income tax reporting.
- ***Check Printing and Mailing:*** Claims processed, quantified and approved by clients, will be processed for distribution. All checks will be printed and mailed via USPS first class standards. ILYM Group, Inc. will reissue checks in accordance with the Settlement Agreement.
- ***Preparation, Filing and Reporting of Taxes:*** ILYM Group, Inc. will ensure taxes are filed in accordance to all federal, state and local employment tax returns. All taxes associated with the settlement will be paid on time to tax authorities. All filings and returns (e.g., 1099s, W-2s, etc.) will be done properly and timely with the appropriate authorities. All QSF steps and obligations with federal, state and/or local law will be followed.

CASE CONCLUSION

- ***Data Manager Final Report:*** All database and electronic documentation will be sent in reports weekly and at the conclusion of the Administration engagement. Call center activity, e-claims, mailed, and faxed claims will be included in all reporting.
- ***Project Manager Final Report:*** All case and class related information will be provided on a weekly basis and at the conclusion of the Administration engagement. Mailing and media final analysis, exclusions, objections, and all other claims processing outcomes, status reports and final court documentations will be included.
- ***Affidavits:*** ILYM Group, Inc. will provide all affidavits in support of analysis and media reach, final approvals and settlement. Expert Testimony and Media Methodologies will be determined.
- ***Document Retention:*** Unless otherwise directed, ILYM Group, Inc. will destroy all undeliverable notices on the effective date of the settlement or when the case is no longer subject to appeal. ILYM Group, Inc. will correspond for one year after the final distribution or until the case is no longer subject to appeal.

EXHIBIT “B”

ILYM Group, Inc. (ILYM) in conjunction with our security and Information Technology (IT) vendor(s), maintains the highest level of confidentiality of class member data. The class data and all forms of communication received by ILYM, will be held in strict confidentiality and will not be disclosed. Data provided to the administrator for purposes of notice, settlement, or award administration will be used solely for settlement implementation and for no other purpose. ILYM will set up a login for Defense Counsel to transmit the class data through our encrypted secure portal. ILYM processes adhere to the Settlement Administration Data Protection Checklist in the Northern District of California and are summarized in the tables below.

Technical Controls

Firewalls and intrusion detection/prevention systems	Yes
Endpoint Detection and Response (EDR) Systems	Yes
Complex Password Requirements	Yes
MultiFactor Authentication for Access to Systems and Data	Yes
Malware Protection and AntiVirus	Yes
Vulnerability Scanning/Pen Testing	Yes
Data Encryption	Yes
Key Management for access to encrypted Data	Yes
Access only provided on need-to-know basis	Yes
Security Operations Center (SOC)	Yes
Managed Detection and Response (MDR)	Yes
Security Information and Event Management (SIEM)	Yes
Software Defined Global Network (SGN) with next gen firewall	Yes

Administrative Policies

Personnel and support staff risk assessment and management, including pre-hire background checks and screening processes	Yes
Personnel and support staff required to enter into non-disclosure and confidentiality agreements	Yes
Access controls to systems and data, including guidance for granting, modifying, and reviewing access rights	
Information security and privacy policy training, including policy review, best practices, and data security	Yes
No remote access to systems for Employees	No
Exit interviews/confirmation that terminated/departed employees are immediately cut off from access	Yes
Robust audits of data privacy policies by third-party vendors	Yes
Accreditation in accordance with ISO 27001 and SOC2 (among the industry standards listed below)	Compliant
Disclosure of external certifications and any notice of expiration	Yes

Crisis and Risk Management

Incident response/disaster plan for immediate response to security incidents such as data breach.	Yes
Process and timing for notification to attorneys, claimants, and other stakeholders of a data breach and consideration of resources and/or remedies to provide thereto	Yes
Vendor management program that determines and defines requirements to manage risk associated with outsourcing	Core Vendors are limited and have been vetted. New program being implemented as part of SOC 2

Physical Access Controls

Physical Access Security Security Guards Access Cards to facilities with assignment of identification card subject to approval and review Logs of Access	Logs and “codes” No cards – just codes No security guards Logs are kept
Alarm Systems	Yes
CCTV recording Systems	Yes

Data Collection and Retention

Minimization of collection of personally identifiable information, e.g., social security numbers and banking information	Yes
Data collection only required to extent necessary for settlement administration	Yes
Various methods for ensuring data protection and security of Data classification (including implementation of appropriate safeguards to protect from theft, loss, and/or unauthorized disclosure, use, access, destruction) Compliance with applicable laws and regulations (see below) Secure data transfer	Yes

Data Destruction

Preservation of data only for so long as required for administration of the settlement and any relevant reporting required following the payments or distributions	Yes
Secure data destruction (e.g., 6 months – 1 year or when no longer required)	Yes
Physical media (e.g., paper, CDs) shredded or destroyed to point where they cannot be reconstructed	Yes
Destruction of all derivative copies and/or back-ups	Yes

Applicable Laws, Standards, and Other Regulation

Industry standards: National Institute of Standards and Technology (NIST), HIPAA, FISMA, System and Organization Controls (SOC1 and SOC2) or more advanced assessment, ISO 27001	Yes
Local, national, international privacy regulations (including CCPA)	Yes

Ethical Rules

Administrative policies and/or employee handbook incorporating commitment to ethical rules (e.g., company, court ethical rules) setting forth standards of ethical and legal behavior	Yes
Enforcement clauses, violation resulting in disciplinary action including and up to termination of employment	Yes

Customer Service Measures

Description of settlement website and posting thereto of relevant privacy policies or statements (including portal for reporting suspected loss of confidential data submitted with claim)	Yes
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Explanation of role of claims administrator and how to prevent phishing (e.g., clear indication that administrator will not request confidential information by e-mail and how to identify a valid e-mail sent from the administrator)	Yes
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EXHIBIT “C”

Case Name: Barbee v. Carl Warren (CA2574)

Tuesday, June 17, 2025

Requesting Attorney:

Victoria B. Rivapalacio

Blumenthal Nordrehaug Bhowmik De Blouw LLP

victoria@bamlawca.com

858.260.8349

ILYM Group Contact:

Tony Rogers

ILYM Group, Inc.

TRogers@ilymgroup.com

626.831.0686

Estimate For Administrative Solutions: PAGA

KEY ASSUMPTIONS	
Total Number of Aggreived Employees	65
Estimated Percentage of Remails	15%
Certified Spanish Translation	No
ILYM Group Static Website	Yes
NCOA	Yes
Case Duration (Years)	1

Summary of ILYM Group, Inc.'s Fees & Expenses

Case Startup:	\$1,193.80
Distribution (Includes EIN, Bank Acct * /QSF Setup):	\$2,086.20
Case Conclusion:	\$220.00

Estimated ILYM Fees & Expenses: \$3,500.00

ILYM | GROUP, Inc.

CLASS ACTION ADMINISTRATION

Case Name: Barbee v. Carl Warren (CA2574)

Tuesday, June 17, 2025

Requesting Attorney's Name: Victoria B. Rivapalacio

Activity	Rate Type	Unit Cost	Volume	Amount
CASE STARTUP				
Initial Setup - <i>Import and Formatting of Data*</i>	Hourly	\$150.00	1	\$150.00
Project Manager (Case notification and maintenance)	Hourly	\$120.00	2	\$240.00
ILYM Group Static Website	Flat Fee	\$750.00	1	\$750.00
NCOA	Flat Rate	\$25.00	1	\$25.00
Toll-Free Customer Service Representative	Flat Rate	\$28.80	1	\$28.80

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

Subtotal \$1,193.80

DISTRIBUTION (Includes EIN, Bank Acct /QSF Setup)*				
Distribution Setup & Management	Hourly	\$150.00	1	\$150.00
Account Reconciliation & Distribution Reporting	Hourly	\$125.00	1	\$125.00
Notice, Check, Stub & Release - (including 1099)	Per Check	\$1.50	65	\$97.50
USPS First Class 1oz Postage	Per Piece	\$0.70	65	\$45.50
Remails (Forward/Skip Trace Undeliverables)	Per Piece	\$2.00	9	\$18.20
Preparation of Taxes	Hourly	\$150.00	1	\$150.00
Annual Filing of Tax Return	Per Year	\$1,500.00	1	\$1,500.00

**Additional Bank fees may apply*

Subtotal \$2,086.20

CASE CONCLUSION				
Data Manager Final Reporting	Hourly	\$100.00	1	\$100.00
Declaration	Hourly	\$120.00	1	\$120.00

Subtotal \$220.00

Estimated ILYM Fees & Expenses: \$3,500.00

ILYM Group's Terms and Conditions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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