

Charles T. Sweeny (SBN 325167)
SWEENEY LAW, PC
8605 Santa Monica Blvd. # 618463
Los Angeles, CA 90069
Telephone: (310) 658-2112

Joanna Ghosh (SBN 272479)
Brian St. John (SBN 304112)
LAWYERS for JUSTICE, PC
450 N. Brand Blvd., Suite 900
Glendale, California 91203
Tel: (818) 265-1020
Fax: (818) 265-1021

Attorneys for Plaintiff

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF VENTURA – HALL OF JUSTICE**

BRIANA SANDEZ, individually, and on
behalf of other aggrieved employees
pursuant to the California Private Attorneys
General Act;

Plaintiff,

vs.

MINER'S ACE HARDWARE, INC., a
California Corporation; and DOES 1
through 100, inclusive,

Defendants.

Case No.: 56-2022-00567741-CU-OE-VTA

Honorable Charmaine Buehner
Department 44

**DECLARATION OF CHARLES T.
SWEENEY IN SUPPORT OF PLAINTIFF'S
MOTION FOR APPROVAL OF PRIVATE
ATTORNEYS GENERAL ACT
SETTLEMENT AGREEMENT AND
RELEASE, AWARD OF ATTORNEYS'
FEES AND COSTS, GENERAL RELEASE
FEE, AND SETTLEMENT
ADMINISTRATION COSTS**

Date: June 3, 2026
Time: 1:30 p.m.
Department: 44

Complaint Filed: July 6, 2022
FAC Filed: January 20, 2026
Trial Date: None Set

**DECLARATION OF CHARLES T. SWEENEY IN SUPPORT OF PLAINTIFF'S MOTION FOR
APPROVAL OF PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT AGREEMENT AND
RELEASE, AWARD OF ATTORNEYS' FEES AND COSTS, GENERAL RELEASE FEE, AND
SETTLEMENT ADMINISTRATION COSTS**

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1 representative actions, including an opposition to a motion for summary judgment in *In Re*
2 *Domestic Airline Travel Antitrust Litigation*, MDL Docket No. 2656, Misc. No. 15-1404 (CKK),
3 an antitrust case in which, as of today's date, two of the four alleged conspirator airlines have
4 agreed to settle for a total of 60 million dollars.

5 4. From August 2020 to May 2024, I was a Lead Litigation Attorney for the Law
6 Firm Lawyers for Justice, PC. My practice at Lawyers for Justice, PC focused on complex and
7 contentious litigation in class actions and representative Private Attorneys General Act
8 ("PAGA") cases involving violations of the California Labor Code. During a relatively short
9 time, I led a litigation team at Lawyers for Justice, PC that recovered millions of dollars on
10 behalf of thousands of California employees.

11 5. As of today's date, I have taken and defended dozens of depositions, have briefed
12 well over 100 motions, many of which required several rounds of briefing, and the vast majority
13 of which I argued. These motions include contested motions for class certification, motions to
14 compel discovery, motions to compel arbitration, demurrers, motions for summary judgement,
15 motions for summary adjudication, *ex parte* applications for various relief, motions to remand,
16 motions for reconsideration, petitions for coordination, and motions for consolidation, among
17 many others. I have also briefed several appeals, none of which I have lost, either because the
18 Courts of Appeal decided in my favor or because settlement was reached prior to a decision. I
19 have litigated close to 300 putative class and/or representative actions under the California
20 PAGA. This includes working to obtain class certification through contested motion practice,
21 as well as working with co-counsel preparing for trial and handling appeals in a certified class
22 action with a class of over 2,000 individuals.

23 6. I have been appointed class counsel by way of contested motion for class
24 certification. I have also been appointed class counsel by way of stipulation. Additionally, I
25 have led litigation efforts for at least 60 putative representative wage and hour cases that settled
26 on a class wide or statewide basis.

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8. Prior to commencing this lawsuit, on April 8, 2022, as required by former California Labor Code section 2699.3, Plaintiff Briana Sandez provided the Labor Workforce and Development Agency (“LWDA”) and Defendant with written notice of her intent to assert a claim for civil penalties under PAGA and the basis for the claim, to which the LWDA did not respond (“April 8, 2022 PAGA Notice”). Marked and attached hereto as “**EXHIBIT 1**” is the April 8, 2022 PAGA Notice.

10. This Action has been extensively litigated from the outset. Defendant was originally represented by prior counsel LightGabler LLP and, on August 15, 2022, Defendant filed an Answer to the Operative Complaint and subsequently agreed to schedule mediation for September 23, 2023. The original mediation was cancelled, however, around September 2023, and Defendant shortly thereafter substituted its prior counsel for its current counsel, Fisher &

1 Phillips LLP.

2 11. In response to Defendant canceling mediation, on September 12, 2023, Lawyers
3 *for Justice*, PC, on behalf of Plaintiff, propounded multiple sets of written discovery requests on
4 Defendant, including Requests for Production of Documents, (Set One); Special Interrogatories
5 (Sets One & Two), and Form Interrogatories—General (Set One), and noticed the deposition of
6 Defendant’s Persons Most Knowledgeable (“PMK”) regarding Defendant’s document retention
7 practices, organizational structure, and wage and hour practices (along with Set Two of Requests
8 for Production of Documents).

9 12. After substitution of counsel, Defendant primarily took the position that this case
10 was eclipsed in its entirety by a previous, limited scope PAGA settlement that was approved in
11 a prior case entitled *Nancy Taylor v. Miner’s Hardware, Inc.*, Ventura County Superior Court
12 Case No. 56-2021-0558252-CU-OE-VTA (“*Taylor*”), and which released a subset of the PAGA
13 claims alleged by Plaintiff during a period of December 18, 2019 through November 16, 2021.
14 The *Taylor* release, however, did not release any PAGA claims for business expenses
15 reimbursements (under either Labor Code sections 2800 and 2802), nor did it release claims
16 under Labor Codes sections 1197.1 and 204, all of which, in contrast, were alleged by Plaintiff.

17 13. On January 19, 2024, Defendant filed a Motion for Judgment on the Pleadings
18 (the “MJOP”), urging the Court to accept that the *Taylor* release totally eclipsed this Action
19 based on claim preclusion and Plaintiff’s alleged lack of standing. On April 19, 2024, after full
20 briefing and after having taken the MJOP under submission, the Honorable Matthew P. Guasco,
21 denied the MJOP in full. However, in a piece of *dicta* that Defendant’s perspective of this case
22 later principally relied upon, Judge Guasco wrote that he “agree[d] with Miner’s that Sandez
23 lacks standing as an aggrieved employee to assert Labor Code violations which allegedly
24 occurred after May 2021, a period of time during which she was no longer employed by
25 Miner’s.”

26 14. Following the MJOP denial, Plaintiff brought several discovery motions after
27 Defendant objected to discovery based on Judge Guasco’s *dicta*, which Plaintiff strongly
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1 disagreed with. Plaintiff also propounded further discovery requests on Defendant on May 23,
2 2024, including Special Interrogatories (Set Three). Similarly, on May 24, 2024, Defendant
3 served written discovery requests on Plaintiff, including Requests for Production of Documents
4 (Set One), Form Interrogatories—General (Set One), Form Interrogatories—Employment (Set
5 One), and noticed Plaintiff’s deposition. Plaintiff responded to Defendant’s discovery requests.

6 15. On September 11, 2024, Sweeny Law, PC, associated into the case as co-counsel
7 for Plaintiff and has been lead counsel alongside Lawyers *for* Justice, PC since that time
8 (together Lawyers *for* Justice, PC and Sweeny Law, PC are referred to as, “Plaintiff’s Counsel”).
9 After associating in, I attempted to obtain Defendant’s cooperation in discovery, but was also
10 unsuccessful, and thus, on November 15, 2024, Plaintiff filed a motion asking the court to
11 compel Defendant to provide further responses to several written discovery sets (the
12 “Consolidated Discovery Motion”). After full briefing and a continuance of the original hearing
13 date, on January 15, 2025, the Court held a hearing on the Consolidated Discovery Motion but
14 did not issue an order at that time and instead took the matter under submission. After the
15 hearing on the Consolidated Discovery Motion, Plaintiff also filed a motion asking the court to
16 compel and designate and produce a PMK witness for a deposition on 21 wage and hour topics
17 (the “PMK Motion”).

18 16. On January 27, 2025, the Court issued its final order on Plaintiff’s Consolidated
19 Discovery Motion (the “1/27 Order”), compelling Defendant to provide code compliant, verified
20 responses to Plaintiff’s Form Interrogatories (Set One and Two), Special Interrogatories (Set
21 Two & Three), and Requests for Production (Set One) on or before February 6, 2025, and
22 ordering Defendant and its counsel to pay sanctions to Plaintiff’s counsel or before February 26,
23 2025. On February 4, 2025, Defendant filed a Motion for Reconsideration of the 1/27 Order
24 (the “Motion for Reconsideration”).

25 17. Prior to Defendant’s deadline to comply with the 1/27 Order, Defendant applied
26 *ex parte* for an order asking the Court to first rule on a Motion for Reconsideration before
27 Defendant should be required to comply, which the Court granted.

1 18. On February 5, 2025, Plaintiff served notice of a Motion for Sanctions (the
2 “Sanctions Motion”) on Defendant’s counsel of record, pursuant to Code of Civil Procedure
3 section 128.7 and 1008(d), putting Defendant on notice of her intent to seek sanctions if the
4 Motion for Reconsideration was not withdrawn since it contained no new facts, now new law,
5 and no new circumstances.

6 19. On February 11, 2025, the Court held a hearing on Plaintiff’s PMK Motion, but
7 instead of issuing an order on the merits, the Court continued the hearing to March 13, 2025 and
8 ordered the Parties’ counsel to meet and confer in person to attempt to resolve the issues raised
9 in the PMK Motion.

10 20. On February 21, 2025, the Parties’ counsel conducted their in-person meet and
11 confer session, and during that meeting discussed a potential resolution of this Action in its
12 entirety through mediation.

13 21. On February 18, 2025, Plaintiff filed an Opposition to Defendant’s Motion for
14 Reconsideration, and on February 24, 2025, Defendant filed a Reply in Support of its Motion
15 for Reconsideration. On March 3, 2025, the Court heard argument on Defendant’s Motion for
16 Reconsideration and adopted its tentative ruling denying Defendant’s Motion, for failure to cite
17 any new facts, law, or circumstances.

18 22. On March 6, 2025, Plaintiff filed a Motion for Sanctions based on Plaintiff’s
19 contention that Defendant’s Motion for Reconsideration was frivolous and did not meet the
20 standard set forth in Code of Civil Procedure section 1008. After the Motion for Sanctions was
21 fully briefed and after hearing oral argument, the Court denied the Motion for Sanctions.

22 23. Also on March 6, 2025, the Parties filed unilateral statements regarding the
23 Parties’ meet and confer efforts regarding the topics and objections that were the subject of
24 Plaintiff’s Motion to Compel a PMK Deposition. Plaintiff’s unilateral statement informed the
25 Court of Plaintiff’s position that Defendant had no intention of moving forward with the PMK
26 depositions at issue in the PMK Motion. Defendant’s unilateral statement reported that
27 Defendant would be filing an appeal of the January 27, 2025 Ruling, on the grounds that the
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1 sanctions issued were appealable under Code of Civil Procedure section 904.1(a)(12).
2 Defendant further stated that the PMK deposition would be embraced by the forthcoming appeal
3 and should thus be stayed.

4 24. On March 12, 2025, Defendant filed a Notice of Appeal regarding the sanctions
5 issued on Defendant as part of the 1/27 Order pursuant to California Code of Civil Procedure
6 section 904.1(a)(12), which renders appealable any sanctions order exceeding \$5,000.00.

7 25. The next day, on March 13, 2025, the Court heard Plaintiff's PMK Motion.
8 Arguments primarily centered Defendant's position that, under Code of Civil Procedure section
9 916 and *Varian Med. Systems, Inc. v. Delfino* (2005) 35 C4th 180, the Notice of Appeal
10 automatically stayed the PMK deposition since the topics and discovery demands necessarily
11 overlapped with the issues on the appeal. Plaintiff's counsel cited several authorities and
12 explained why the issues were severable and why the PMK deposition should proceed
13 notwithstanding the appeal. After hearing argument, the Court largely agreed with Plaintiff and
14 ordered Defendant to provide a PMK witness to testify on one of three dates provided by
15 Plaintiff ("March 13, 2025 Order").

16 26. Following the March 13, 2025 Order, the Parties were unable to agree to a date
17 for the PMK deposition to take place despite Defendant advising that it would produce its PMK
18 on April 1, 2025, one of the dates the Parties advised the Court all counsel was available.
19 Thereafter, Plaintiff served an amended PMK notice for April 9, 2025, a date which Defendant
20 was not available. Thus, on April 28, 2025, Plaintiff filed a motion for an order holding
21 Defendant and its counsel in contempt for violating the Court's March 13, 2025 Order ("Motion
22 to Hold in Contempt"). From Plaintiff's perspective, Defendant and its counsel violated the
23 March 13, 2025 Order for reasons that are explained in the moving papers in support of the
24 Motion to Hold in Contempt. From Defendant's perspective, it complied with the March 13,
25 2025 Order, as set forth in its Opposition to the Motion to Hold in Contempt and as otherwise
26 argued or evidence presented.

27 27. The Motion to Hold in Contempt was fully briefed, and the Parties' positions
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1 regarding the merits were addressed in their papers and as otherwise argued or evidence
2 presented.

3 28. On May 15, 2025, after significant meet and confer efforts regarding dates of
4 availability, Defendant produced a PMK witness for an in-person deposition. The Parties
5 ultimately suspended the deposition pending its completion within 30 days on a mutually
6 agreeable date and time.

7 29. On May 20, 2025, however, two days before the hearing on the Motion to Hold in
8 Contempt, counsel for the Parties had a meet and confer call to discuss outstanding discovery
9 and depositions. During this call, the Parties agreed to attempt resolution of this Action by
10 attending mediation with an agreed-upon mediator. The Parties agreed to stay the case pending
11 and future discovery and agreed to a list of documents to be informally produced for Plaintiff to
12 evaluate the claims for mediation. The Parties' agreement was finalized in a stipulation and was
13 largely ordered by the Court on May 27, 2025.

14 30. On August 2, 2025, the Parties participated in a full-day mediation conducted by
15 Lynn Frank, Esq. a highly respected and sought-after mediator who is extremely experienced
16 in mediating complex labor and employment matters. With the aid of the mediator, and through
17 her proposal, the Parties reached the Settlement described herein to resolve the Action in its
18 entirety.

19 31. Following the mediation, the Parties worked for several months to negotiate and
20 finalize their long-form settlement agreement. This involved negotiations over an amendment
21 to Plaintiff's PAGA Notice to account for all claims and theories of liability that were analyzed
22 and negotiated during mediation. The Parties reported this to the Court at the September 24,
23 2025 Post-Mediation Status Conference and explained that the Parties stipulated to the filing of
24 a first amended complaint based on the to-be-amended PAGA notice. The Court approved the
25 Parties' oral stipulation for Plaintiff to file a first amended complaint, and granted leave for
26 Plaintiff to file an agreed-upon First Amended Complaint without the need to file a separate
27 written stipulation.

1 32. On December 7, 2025, Plaintiff submitted her amendment to the PAGA notice to
2 the LWDA (the “Amended PAGA Notice”), and on January 20, 2026, Plaintiff filed her First
3 Amended Complaint based thereon (the “Operative Complaint”). The Operative Complaint
4 attaches the Amended PAGA Notice as Exhibit A.

5 **THE SETTLEMENT REACHED IN THE ACTION**

6 33. Marked and attached hereto as “**EXHIBIT 2**” is the Private Attorneys General
7 Act Settlement Agreement and Release (“Settlement,” “Agreement,” or “Settlement
8 Agreement”), entered into between Plaintiff, for herself and on behalf of the State of California
9 with respect to Aggrieved Employees pursuant to PAGA, and Defendant. The parties have also
10 drafted and agreed to the form and content of the proposed informational cover letter (“Cover
11 Letter”) for mailing to Aggrieved Employees when Individual Settlement Shares are distributed
12 to them, in substantially the form attached as “EXHIBIT A” to the [Proposed] Order and
13 Judgment Granting Approval of Private Attorneys General Act Settlement Agreement and
14 Release, Award of Attorneys’ Fees and Costs, General Release Fee, and Settlement
15 Administration Costs. The Court is respectfully requested to approve the proposed Cover Letter.

16 34. The Settlement pertains to the following allegedly aggrieved employees: all
17 current and former hourly-paid or non-exempt individuals employed by Defendant within the
18 State of California at any time during the PAGA Period (“Aggrieved Employees”). The “PAGA
19 Period” means the period between April 8, 2021 through the date of court approval. The
20 Settlement covers approximately One Thousand One Hundred Eighty One (1,181) Aggrieved
21 Employees who, according to information provided by Defendant, have worked approximately
22 Forty Two Thousand Eighty Seven (42,087) Compensable Pay Periods during the PAGA
23 Period.

24 35. Defendant has agreed to pay the gross amount of Five Hundred Thousand Dollars
25 and Zero Cents (\$500,00.00) (“Gross Settlement Amount”), subject to possible increase under
26 Section 3(a)(5) of the Settlement Agreement, to settle this matter. The Settlement Agreement
27 provides that the “Net Settlement Amount” will be the Gross Settlement Amount less the
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1 following amounts: (1) Attorneys' Fees and Costs in the amount of \$200,00.00 for attorneys'
2 fees and reimbursement of litigation costs and expenses of \$33,912.17 to Plaintiff's Counsel;
3 (2) General Release Fee in the amount of \$7,500.00 to Plaintiff; and (3) Settlement
4 Administration Costs of up to \$7,628.00 to the PAGA Settlement Administrator. Assuming that
5 the requested Attorneys' Fees and Costs, General Release Fee, and Settlement Administration
6 Costs, are approved by the Court, the Net Settlement Amount is estimated to be approximately
7 \$250,959.83 The Net Settlement Amount will be distributed to the LWDA and the Aggrieved
8 Employees pursuant to former California Labor Code section 2699(i). Seventy-five percent
9 (75%) of the Net Settlement Amount will be distributed to the LWDA, which is estimated to be
10 \$188,219.87 ("LWDA Payment"), and twenty-five percent (25%) of the Net Settlement
11 Amount, which is estimated to be \$62,739.96 ("Employees' Portion"), will be distributed to the
12 Aggrieved Employees on a *pro rata* basis, based on the number of pay periods they each worked
13 during the PAGA Period ("Compensable Pay Periods"). To calculate each Aggrieved
14 Employee's share of the Employees' Portion ("Individual Settlement Share"), the PAGA
15 Settlement Administrator will: (1) for each Aggrieved Employee, divide the number of
16 Compensable Pay Periods he or she individually worked by the total aggregate number of
17 Compensable Pay Periods worked by all Aggrieved Employees, and then (ii) multiply this
18 amount by the Employees' Portion to arrive at each Aggrieved Employee's Individual
19 Settlement Share. The payments to Aggrieved Employees for their Individual Settlement Share
20 are considered one hundred percent (100%) penalties to be reported on IRS Form 1099, if
21 required. The parties have agreed to retain Simpluris ("PAGA Settlement Administrator") to
22 handle the administration of the Settlement, and the Court is respectfully requested to appoint
23 Simpluris to serve as the PAGA Settlement Administrator.

24 **THE LITIGATION AND WORK PERFORMED BY PLAINTIFF'S COUNSEL**

25 36. The effectiveness of Plaintiff's Counsel in prosecuting this case has translated into
26 tangible monetary benefits for Plaintiff, Aggrieved Employees, and the State of California in
27 the following respects: (1) their recoveries over a reasonably short period of time as opposed to
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1 waiting additional years for the same, or possibly, a worse, result; (2) a guaranteed result that
2 compares favorably with other similar representative action settlements; and (3) significant
3 savings in fees and costs which would have only increased significantly had the case progressed
4 through trial and/or appeals.

5 37. Prior to reaching the Settlement, the Parties investigated the veracity, strength,
6 and scope of the PAGA claim and allegations, and were preparing for trial. Plaintiff conducted
7 significant investigation and formal and informal discovery and exchange of information,
8 documents, and data regarding the facts of the case, including and not limited to, the review,
9 consideration, and analysis of thousands of pages of information, documents, and data obtained
10 from Plaintiff, Defendant, and other sources. Plaintiff's Counsel propounded multiple sets of
11 formal written discovery requests onto Defendant (specifically, Requests for Production of
12 Documents (Sets One & Two), Special Interrogatories (Sets One, Two, Three & Four), and
13 Form Interrogatories – General (Set One)), reviewed Defendant's objections and responses
14 thereto, and served multiple notices of depositions of Defendant's Person Most Knowledgeable
15 designees regarding organizational structure, wage and hour practices, and affirmative defenses,
16 along with requests for production of documents. Plaintiff's Counsel also drafted responses to
17 Defendant's Form Interrogatories (Set One), Form Interrogatories—Employment Law (Set
18 One), and Request for Production of Documents (Set One), as well objections to Defendant's
19 Deposition Notice. Additionally, Plaintiff's Counsel prepared for and took the deposition of
20 Defendant's Person Most Knowledgeable Bethany Miner on May 15, 2025, and prepared for
21 and defended the deposition of Briana Sandez on February 12, 2025. The information,
22 documents, and data that were reviewed and analyzed by Plaintiff's Counsel included, and were
23 not limited to, the employment records of Plaintiff, a 20% time and pay data sampling for
24 Aggrieved Employees, Plaintiff's Personnel File and Wage Statements, Defendant's Arbitration
25 Agreement, multiple iterations of Defendant's Handbooks, Meal Period Waivers, Rest Period
26 Acknowledgments, and other documents regarding Defendant's operations and employment
27 practices, policies, and procedures, among other documents.

1 38. Counsel for the parties undertook significant investigation and evaluation of the
2 PAGA claim and related allegations, including, and not limited to, calculating the potential
3 monetary recovery under PAGA. Other work performed by Plaintiff's Counsel included, but
4 was not limited to: meeting and conferring with Defendant's counsel regarding the pleadings,
5 case management, discovery, arbitration-related issues, mediation, and settlement negotiations,
6 claim preclusion and standing arguments due to the prior *Taylor* settlement, among other issues;
7 case strategy and analysis; researching, drafting, reviewing, and revising pleadings, court filings,
8 motion-related papers (e.g., with respect to Plaintiff's Consolidated Discovery Motion,
9 Plaintiff's PMK Motion, Plaintiff's Sanctions Motion, Plaintiff's Motion to Hold in Contempt,
10 settlement approval motion papers, and opposing Defendant's MJOP and Defendant's Motion
11 for Reconsideration of the 1/27 Order), briefs for settlement negotiations and mediation, and the
12 settlement agreement; propounding written discovery requests and notices of depositions of
13 Defendant's persons most knowledgeable designees and reviewing Defendant's objections and
14 responses thereto; taking and defending depositions; claims evaluation and analysis; preparing
15 for and participating in settlement negotiations and the mediation; and appearing for court
16 proceedings. Counsel for the parties have further invested time to research the applicable law,
17 which is evolving as it relates to representative PAGA actions, various off-the-clock theories,
18 regular rate theory, meal and rest periods, business expense reimbursement, wage statement
19 penalties, waiting time penalties, prohibitions of political activity, 2810.5 written notices, one
20 days rest, sick time pay, pay for vacation and paid time off, and other wage-and-hour
21 enforcement issues, the evidence produced and analyzed, and the possibility of bifurcation of
22 discovery and/or trial and appeals, among other things, Plaintiff's claims, and Defendant's
23 defenses, as well as facts discovered.

24 39. Based on investigation and information discovered, Plaintiff's Counsel believe
25 that there is sufficient evidence to support the allegations that Defendant violated the California
26 Labor Code. While Plaintiff's Counsel believe that the PAGA claim has merit and that Plaintiff
27 will ultimately succeed in this litigation and prevail at trial, Plaintiff and Plaintiff's Counsel also
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1 recognize Defendant's defenses, the costs of further litigation, and multiple risks to recovery.
2 For example, although wage-and-hour actions are amenable to resolution as to a group of
3 employees, some courts have also found that, for various reasons, the issues raised by Plaintiff,
4 including, and not limited to, the issues of off-the-clock work, non-compliant meal periods, non-
5 compliant rest periods, and unreimbursed business expenses, raise individualized issues and/or
6 are not suitable for adjudication as to a group of employees.

7 40. Plaintiff and her counsel have also considered the uncertainty and risk of the
8 outcome of further litigation, including the difficulties and delays inherent in such litigation. In
9 order to prevail on the PAGA claim, Plaintiff would have to prove that Defendant engaged in
10 the alleged California Labor Code violations and demonstrate that Defendant's conduct warrants
11 the imposition of penalties. Plaintiff's core allegation is that Defendant has systemically
12 violated the California Labor Code, with respect to Plaintiff and the Aggrieved Employees, by,
13 *inter alia*, failing to pay minimum wages, overtime wages, and double time wages, failing to
14 provide compliant meal and rest periods and associated premiums, failing to timely pay wages
15 during employment and upon termination of employment, failing to provide complete and
16 accurate wage statements, failing to keep complete and accurate payroll records, failing to
17 reimburse necessary business-related expenses and costs, and improperly prohibiting political
18 activity.

19 41. From the inception of this litigation, Defendant indicated that it would
20 aggressively litigate this case and contended that it would ultimately succeed in the action.
21 Defendant maintained several defenses to Plaintiff's allegations, which, if successfully argued
22 and proven, had the potential to eliminate or substantially reduce recovery. Throughout this
23 litigation, Defendant maintained, and continues to maintain, that it did not engage in a uniform
24 policy and systematic scheme of wage abuse against any of its employees, and that it had, and
25 continues to have, legally-compliant employment policies and practices throughout the time
26 period at issue. Defendant denies that it ever violated any provision of the California Labor
27 Code. Defendant further denied, and continues to deny, that the lawsuit is appropriate for
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1 representative adjudication for any purpose other than the Settlement. Defendant also
2 challenged Plaintiff's standing as an aggrieved employee, both generally and based on the prior
3 *Taylor* settlement, and denied that any of its other employees whom Plaintiff seeks to represent
4 are aggrieved. Defendant contended that the prior *Taylor* settlement prevented Plaintiff from
5 recovering any (or at the very least a substantially limited portion) of civil penalties on behalf
6 of Plaintiff and the Aggrieved Employees.

7 42. Importantly, Defendant also contended that its workforce largely agreed to
8 binding arbitration agreements that required individual arbitration and included class and
9 collective action waiver provisions. Defendant contended that, taken together, these agreements
10 would have claim preclusive impact, or otherwise, could effectively be used to require
11 Aggrieved Employees to engage in individual arbitration of their individual claims on which the
12 PAGA claim is predicated. There is uncertainty regarding PAGA claims due to decisions of
13 the high courts and recent amendment of the PAGA statute. The decisions of the high court
14 include, and are not limited to, the U.S. Supreme Court's decision in *Viking River Cruises, Inc.*
15 *v. Moriana*, (2022) 142 S. Ct. 1906, 2022 U.S. LEXIS 2940 and the California Supreme Court's
16 decision in *Adolph v. Uber Technologies* (2023) 14 Cal.5th 1104. The decision by the California
17 Supreme Court in *Adolph v. Uber Technologies* confirmed that PAGA representative claims are
18 viable and can continue to be prosecuted, however it also suggests, that trial courts will stay the
19 representative/non-individual PAGA claims. The *Adolph v. Uber Technologies* also suggests
20 that, if a plaintiff is determined to not be an "aggrieved employee" for PAGA purposes, issue
21 preclusion could apply and, once reduced to a final judgment, trial courts are bound by the
22 arbitrator's determination and the plaintiff loses standing to pursue non-individual PAGA
23 claims. Furthermore, the recent amendment of the PAGA statute enacted on July 1, 2024,
24 adopting, *inter alia*, modified standing requirements, codifying a manageability requirement,
25 capping civil penalties that can be assessed against an employer if an employer meets certain
26 conditions, and allowing an employer to cure violations to avoid the assessment of civil penalties
27 if an employer meets certain conditions, has created uncertainty regarding the future of claims
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1 for civil penalties under PAGA. As such, at the time that the Parties reached the settlement,
2 and also now, there is uncertainty regarding the PAGA claim.

3 43. Even if Defendant failed on its defenses, Plaintiff would inevitably face challenges
4 in court. Defendant challenged Plaintiff's standing as an Aggrieved Employee and denied that
5 any of Defendant's other employees whom Plaintiff seeks to represent are aggrieved. Aside
6 from challenges relating to standing, Defendant would have likely sought bifurcation of
7 discovery and/or trial of the PAGA claim — multiple courts have taken such an approach, for
8 example, limiting discovery or trial of the issues to Plaintiff. Defendant also contended that an
9 important feature of the PAGA statute is that a court has discretion to reduce the penalties to be
10 assessed against the employer pursuant to former California Labor Code section 2699(e)(1)-(2).
11 As discussed above, Defendant denied and continues to deny that they ever violated any
12 provision of the California Labor Code. However, assuming, *arguendo*, that any violations
13 occurred, Defendant argued the violations would not be viewed as subsequent violations giving
14 rise to heightened penalties. Defendant also argued that the Court was unlikely to assess
15 cumulative penalties for the maximum number of possible, separate California Labor Code
16 violations, because it would be unjust, arbitrary, oppressive, and/or confiscatory—especially
17 where certain conduct may be regulated by multiple provisions of the California Labor Code
18 that are interrelated and work in tandem.

19 44. The parties had the opportunity to review extensive information, documents, and
20 data regarding Plaintiff's and Aggrieved Employees' employment with Defendant in an effort
21 to determine the potential value and strength of the PAGA claim. Counsel for the parties
22 invested time reviewing and analyzing the relevant information, documents, and data, and this
23 information made it possible to calculate the potential value of the PAGA claim. Accordingly,
24 the parties have conducted sufficient investigation and review of data, documents, and
25 information to be sufficiently apprised of the nature and extent of the PAGA claim asserted in
26 this lawsuit, and to enable both sides to fully evaluate the Settlement for its fairness, adequacy,
27 and reasonableness. The parties have also considered the settlement negotiations and the
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1 recommendations of the mediator Lynn Frank, Esq., who is highly experienced in mediation
2 complex labor and employment matters. The parties have agreed that this case is well-suited
3 for settlement given the legal issues relating to the PAGA claim, as well as the costs, risks,
4 burdens of proof, and delays to both sides that would attend further litigation. The Settlement
5 takes into account the strengths and weaknesses of each side's position and the uncertainty of
6 how the case might have concluded as litigation continued, at trial, and/or upon appeal.

7 **ATTORNEYS' FEES REQUESTED BY PLAINTIFF'S COUNSEL**

8 45. As set forth more fully in the accompanying Motion, Plaintiff's Counsel seek
9 attorneys' fees in the amount of \$200,000.00, which represents approximately forty percent
10 (40%) of the Gross Settlement Amount, as provided by the Settlement Agreement. The
11 attorneys' fees sought are commensurate with: (1) the risk that Plaintiff's Counsel took in
12 commencing the case; (2) the time, effort, and expense that Plaintiff's Counsel dedicated to the
13 case; (3) the skill and determination that Plaintiff's Counsel have shown; (4) the results that
14 Plaintiff's Counsel have achieved throughout the litigation; (5) value of the settlement that
15 Plaintiff's Counsel have achieved in the case; and (6) the other cases that Plaintiff's Counsel
16 have turned down in order to devote their time and efforts to this case.

17 46. While not necessarily required to be demonstrated because a percentage of the
18 fund is proper for this settlement, it should be noted that Plaintiff's Counsel have performed
19 many hours of work in connection with prosecuting this matter such that the requested attorneys'
20 fees award is also justified under a simple lodestar analysis. Sweeny Law, PC has spent a total
21 of **274.6 hours** performing tasks to obtain a recovery on behalf of Plaintiff, the State of
22 California, and the Aggrieved Employees. Attached hereto as "**EXHIBIT 3**" is an Attorney
23 Task and Time Chart of Charles T. Sweeny that sets forth in detail the nature of the legal services
24 provided by myself at Sweeny Law, PC and the time incurred in performing those services.

25 47. I believe my billing rate of \$750 per hour is reasonable and commensurate with
26 my individual background, training, and experience in litigating complex wage-and-hour class
27 and PAGA representative actions. The work I performed in this matter, the background of
28

1 Sweeny Law, PC, as well as my individual background, training, and experience, as outlined in
2 paragraphs 2-6 *supra*, support an hourly rate of \$750 per hour for work performed by Sweeny
3 Law, PC.

4 **ATTORNEYS' COSTS REQUESTED BY PLAINTIFF'S COUNSEL**

5 48. The Settlement provides for reimbursement of litigation costs and expenses of up
6 to \$35,000.00. Plaintiff's Counsel seek total reimbursement of \$33,912.17 for litigation costs
7 and expenses incurred in this case, of which Sweeny Law, PC incurred \$266.05, as reflected in
8 the Case Cost Detail attached hereto as "**EXHIBIT 4.**" It should be noted that Plaintiff's
9 Counsel have borne all of the risks and costs of litigation to date and will not receive any
10 compensation until a recovery is obtained in this matter. These costs and expenses were
11 reasonable and necessary in the prosecution of this matter and to obtain the Settlement.
12 Plaintiff's Counsel engaged in extensive discovery disputes and motion practice during the
13 course of this Action, including but not limited to multiple meet and confer efforts and informal
14 discovery conferences, discovery dispute motions, sanctions motions, contempt motions, along
15 with opposing Defendant's MJOP and Defendant's Motion for Reconsideration of the 1/27
16 Order.

17 **SETTLEMENT ADMINISTRATION COSTS**

18 49. Pursuant to Section 3(a)(3) of the Settlement Agreement, the Parties have agreed
19 to retain, subject to approval by the Court, Simpluris (the "PAGA Settlement Administrator")
20 to handle the administration of the Settlement. The fees and expenses ("Settlement
21 Administration Costs") of the PAGA Settlement Administrator are estimated to be \$7,628.00,
22 with an agreement by the PAGA Settlement Administrator not to exceed \$10,000.00. The
23 Settlement Administration Costs shall be paid to the PAGA Settlement Administrator out of the
24 Gross Settlement Amount. These costs include, but are not limited to, expenses for preparing,
25 printing, translating, and mailing the Cover Letter and Individual Settlement Shares checks to
26 the Aggrieved Employees (i.e., PAGA Settlement Packages); performing skip-trace searches;
27 re-mailing the returned PAGA Settlement Packages; and handling inquiries from Aggrieved
28

Employees regarding the Settlement, among other things. Attached hereto as “**EXHIBIT 5**” is a true and correct copy of the PAGA Settlement Administrator’s quote.

50. The Cover Letter will be distributed in both English and Spanish, to account for both languages utilized in the workforce.

GENERAL RELEASE FEE TO PLAINTIFF

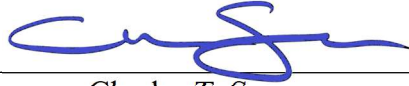
51. For her broader individual waiver and release of claims with a California Civil Code Section 1542 waiver (set forth in Section 9(b) of the Settlement Agreement), the Settlement provides a General Release Fee to Plaintiff in the total amount of \$7,500.00 to be paid out of the Total Settlement Amount, subject to approval by the Court. The requested General Release Fee is fair and appropriate. It is also worth noting that Plaintiff has undertaken significant efforts and work to spearhead the pursuit of this matter. By initiating and pursuing this matter, Plaintiff stepped into the shoes of the State of California and undertook the responsibilities of serving in a representative capacity. Plaintiff has spent a substantial amount of time and effort discussing her employment with her counsel, gathering and producing relevant documents and information, and providing the facts and evidence necessary to attempt to prove the allegations. For example, Defendant propounded multiple sets of written discovery requests on Plaintiff, and Plaintiff spent time reviewing said discovery requests and providing information and documents in response thereto. Plaintiff also prepared and testified at her deposition and was prepared to sit for another day. Plaintiff was available whenever her counsel needed her and actively tried to obtain and provide information that would facilitate the pursuit of the PAGA claim. Accordingly, it is appropriate and just for Plaintiff to receive a General Release Fee, in addition to the Individual Settlement Shares she will receive as an Aggrieved Employee for her share of the Net Settlement Amount

52. Plaintiff’s Counsel submit that the Settlement fulfills the purpose of the PAGA statute, is within the accepted range of recoveries for this type of litigation, and is fair, reasonable, and adequate given the substantial monetary benefits provided for by the Settlement, the strengths and weaknesses of this case, and the inherent delay, costs, risks, and uncertainty

1 associated with continued litigation.

2 I declare under penalty of perjury under the laws of the State of California that the
3 foregoing is true and correct.

4 Executed this First day of May, 2026, at Los Angeles, California.

5 

6 _____
Charles T. Sweeny

EXHIBIT 1

LAWYERS FOR JUSTICE^{PC}

April 8, 2022

BY ONLINE SUBMISSION

California Labor & Workforce Development Agency
PAGAfilings@dir.ca.gov

Re: MINER'S ACE HARDWARE, INC.

Dear Representative:

We have been retained to represent Briana Sandez against Miner's Ace Hardware, Inc. (including any and all affiliates, subsidiaries, parents, directors, officers, agents, and executive employees) (collectively referred to as "MAH") for violations of California wage-and-hour laws. Ms. Sandez seeks penalties for violations of the California Labor Code, which are recoverable under California Labor Code section 2698, et seq., the Labor Code Private Attorneys General Act of 2004 ("PAGA") and all other remedies available under PAGA.

Ms. Sandez seeks these remedies on behalf of the State of California and "aggrieved employees," as defined herein. This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3.

MAH employed Ms. Sandez as an hourly-paid, non-exempt employee from approximately January 2019 to approximately May 2021, in the State of California.

The "aggrieved employees" that Ms. Sandez may seek penalties on behalf of are all current and former hourly-paid or non-exempt employees who worked for any of the above-referenced entities within the State of California, including, but not limited to all current and former hourly-paid or non-exempt employees who worked for any of the above-referenced entities within the State of California who earned shift differentials/non-discretionary bonuses/non-discretionary performance pay which was not used to calculate the correct regular rate of pay used to calculate the overtime rate.

Based on the following facts and theories, MAH has violated and/or continues to violate, among other provisions of the California Labor Code and applicable wage law, California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and IWC Wage Orders including *inter alia*, Wage Orders 4-2001, and 7-2001.

MAH required aggrieved employees to perform work before their scheduled shifts, after their scheduled shifts, during off-the-clock meal breaks, and/or during rest breaks and failed to compensate aggrieved employees for this time. Such work included, but was not limited to, helping customers, responding to work related inquiries, completing COVID-19 screening

protocols, and completing closing procedures. MAH rounded the work time recorded by aggrieved employees in a manner that was not fair and neutral on its face and/or that favored MAH over time, resulting in aggrieved employees being underpaid for their time worked.

California Labor Code sections 510 and 1198 require employers to pay time-and-a-half or double time overtime wages, and make it unlawful to work employees for hours longer than eight hours in one day and/or over forty hours in one week without paying the premium overtime rates at one-and-one-half times or double the regular rate of pay, including additional remuneration. During the relevant time period, Ms. Sandez and other aggrieved employees worked in excess of 8 hours in a day and 40 hours in a week. Therefore, Ms. Sandez and other aggrieved employees were entitled to receive certain wages for overtime compensation, but they were not paid for all overtime hours worked.

California Labor Code sections 226.7 and 512 require employers to pay an employee one additional hour of pay at the employee's regular rate for each meal or rest period that is not provided. During the relevant time period, MAH required Ms. Sandez and other aggrieved employees to work during meal and rest periods and failed to compensate them properly for non-compliant meal and rest periods including, *inter alia*, short, late, interrupted, and missed meal and rest periods. MAH also required aggrieved employees to stay on work premises during rest periods.

California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. During the relevant time period, MAH failed to pay Ms. Sandez and other aggrieved employees all wages due to them within any time period specified by California Labor Code sections 201 and 202, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. During the relevant time period, MAH failed to pay Ms. Sandez and other aggrieved employees all wages due to them within any time period specified by California Labor Code section 204, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 226 requires employers to make, keep and provide complete and accurate itemized wage statements to their employees. During the relevant time period, MAH did not provide Ms. Sandez and other aggrieved employees with complete and accurate itemized wage

statements. The wage statements they received from MAH were in violation of California Labor Code section 226(a). The violations include, but are not limited to, the failure to include the total hours worked by Ms. Sandez and other aggrieved employees, including time spent working off-the-clock and during meal and rest periods as discussed above.

California Labor Code sections 551 and 552 require that every person employed in any occupation of labor is entitled to one day's rest in a seven-day workweek, that no employer of labor shall cause his employees to work more than six days in a workweek, and that an employer shall pay a civil penalty in the amounts of fifty dollars (\$50) for each aggrieved employee per pay period for the initial violation and one hundred dollars (\$100) for each aggrieved employee per pay period for each subsequent violation. During the relevant time period, Ms. Sandez and the aggrieved employees were required to regularly and/or consistently work in excess of six (6) days in a workweek. During the relevant time period, Ms. Sandez and the aggrieved employees were required to work in excess of thirty (30) hours in a week and/or six (6) hours in any one (1) day thereof, during workweeks in which they were required to work in excess of six (6) days. During the relevant time period, Ms. Sandez and the aggrieved employees were required to work in excess of six (6) days in a workweek without accumulating or being provided the opportunity to take at least one (1) day of rest, and when Ms. Sandez and the aggrieved employees accumulated days of rest, they were not actually provided the opportunity to take the equivalent of one (1) day's rest in seven (7) during each calendar month.

California Labor Code sections 1174(d) requires an employer to keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the commission, but in any case shall be kept on file for not less than two years. During the relevant time period, MAH failed to keep accurate and complete payroll records showing the actual hours worked daily and the wages earned by Ms. Sandez and other aggrieved employees, including earned and unpaid minimum, overtime, and premium wages as discussed above.

California Labor Code section 2810.5 requires an employer to provide written notice to an employee, at the time of hiring, containing the following information:

The rate or rates of pay and basis thereof, whether paid by the hour, shift, day, week, salary, piece, commission, or otherwise, including any rates for overtime, as applicable. Allowances, if any, claimed as part of the minimum wage, including meal or lodging allowances. The regular payday designated by the employer in accordance with the requirements of this code. The name of the employer, including any "doing business as" names used by the employer. The physical address of the employer's main office or principal place of business, and a mailing address, if different. The telephone number of the employer. The name, address, and telephone number of the employer's workers' compensation insurance carrier. That an employee: may accrue and use sick leave; has a right to request and use accrued paid sick leave; may not be terminated or retaliated

against for using or requesting the use of accrued paid sick leave; and has the right to file a complaint against an employer who retaliates. Any other information the Labor Commissioner deems material and necessary.

MAH failed to accurately provide aggrieved employees with the requisite notice in violation of California Labor Code section 2810.5.

California Labor Code sections 1194, 1197, and 1197.1 provide the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful. During the relevant time period, MAH did not provide Ms. Sandez and other aggrieved employees with the minimum wages to which they were entitled for work performed “off-the-clock.”

California Labor Code section 1198 provides that “The employment of any employee ... under conditions of labor prohibited by the [Industrial Wage Orders] is unlawful.” The applicable Industrial Wage Orders, including *inter alia*, Wage Orders 4-2001, and 5-2001, require that for each workday an employee is required to report for work and does report, but is not put to work or is furnished less than half said employee’s usual or scheduled day’s work, the employee shall be paid for half the usual or scheduled day’s work, but in no event for less than two (2) hours nor more than four (4) hours, at the employee’s regular rate of pay. Further, if an employee is required to report for work a second time in any one workday and is furnished less than two (2) hours of work on the second reporting, said employee shall be paid for two (2) hours at the employee’s regular rate of pay. During the relevant time period, MAH failed to pay Ms. Sandez and other aggrieved employees half the usual or scheduled day’s work in an amount no less than two (2) hours nor more than four (4) hours at the employee’s regular rate of pay for workdays in which Ms. Sandez and the other aggrieved employees reported to work and were furnished less than half the usual or scheduled day’s work. During the relevant time period, MAH failed to pay Ms. Sandez and other aggrieved employees for two (2) hours at the employee’s regular rate of pay on days in which Ms. Sandez and the other aggrieved employees were required to report for work a second time in one workday and were furnished less than two (2) hours of work upon the second reporting.

California Labor Code sections 2800 and 2802 require an employer to reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. During the relevant time period, Ms. Sandez and other aggrieved employees incurred necessary business-related expenses and costs that were not fully reimbursed by MAH. These costs include, but are not limited to, the use of personal vehicles for business related tasks, and the purchasing of tools, equipment, and supplies, including but not limited to, hats, sweaters, and personal protective equipment.

Therefore, on behalf of all aggrieved employees, Ms. Sandez seeks all applicable penalties arising out of the above-referenced wage, hour, and payroll practices, or which could be assessed and collected by the Labor and Workforce Development Agency, for violation of the California Labor Code pursuant to PAGA, including civil penalties pursuant to Labor Code section 558.

///

If you have any questions or require additional information, please do not hesitate to contact us.
Thank you for your attention to this matter and the noble cause you advance each and every day.

With kind regards,

A handwritten signature in cursive script, appearing to read 'Edwin Aiwanian', written in dark ink.

Edwin Aiwanian, Esq.

Cc: (By U.S. Certified Mail / Return Receipt Requested)

Miner's Ace Hardware, Inc.
c/o Michael Miner
Agent for Service of Process
1056 Grand Ave
Grover Beach, CA 93433

EXHIBIT 2

**PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT AGREEMENT AND
RELEASE**

This Private Attorneys General Act Settlement Agreement and Release ("Settlement Agreement" or "Settlement") is entered into by and between Briana Sandez ("Plaintiff"), for herself and as a representative of the State of California and the Aggrieved Employees (as defined in Section 3(a)(5) below) and Miner's Ace Hardware, Inc. ("Defendant"), subject to approval by the Court. The term "Party" or "Parties" as used herein shall refer to Plaintiff, Defendant, or both, as may be appropriate.

1. **Recitals.** This Settlement Agreement is made with reference to the following facts:

(a) Plaintiff is a former employee of Defendant. Plaintiff was employed by Defendant from approximately January 2019 to approximately May 2021;

(b) On April 8, 2022, Plaintiff's Counsel submitted a letter to the California Labor and Workforce Development Agency ("LWDA") on behalf of Plaintiff, to notify the LWDA and Defendant pursuant to the Private Attorneys General Act of 2004, Labor Code section 2698, *et seq.* ("PAGA") of Plaintiff's intent to seek civil penalties under PAGA for Defendant's alleged violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802 and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Orders 4-2001 and 7-2001, thereby initiating LWDA Case Number LWDA-CM-877714-22 (the "Original PAGA Notice");

(c) On July 6, 2022, Plaintiff filed her Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. ("Operative Complaint"), commencing a representative action under PAGA against Defendant, entitled *Briana Sandez v. Miner's Ace Hardware, Inc.*, Ventura County Superior Court Case No. 56-2022-00567741-CU-OE-VTA (the "Action"). The Operative Complaint asserts a single cause of action for civil penalties under PAGA, for violations of multiple provisions of the California Labor Code and applicable Industrial Welfare Commission Wage Orders;

(d) Between the Action's initial filing date and the middle of 2025, the Parties litigated the Action through several highly contested motions before agreeing to seek resolution through mediation;

(e) On August 2, 2025, the Parties mediated the Action with the highly sought-after mediator, Lynn Frank, Esq. and, with the aid of the mediator's evaluation, the Parties ultimately reached the Settlement described herein to resolve the Action in its entirety;

(f) There has been no determination on the merits of the Action but, in order to avoid additional cost and the uncertainty of litigation, the Parties desire to resolve the Released Claims (as defined in Section 8 below).

2. **No Admission of Wrongdoing.** The Parties expressly recognize that the making of this Settlement does not in any way constitute an admission or concession of wrongdoing on the part of Defendant. Nothing in this Settlement, nor any action taken in implementation thereof, nor any statements, discussions or communications, nor any materials

BAM

prepared, exchanged, issued or used during the pendency of the Action, is intended by the Parties to, nor will any of the foregoing constitute, be introduced, be used or be admissible in any way in any other judicial, arbitral, administrative, investigative or other forum or proceeding, as evidence of any violation of any federal, state, or local law, statute, ordinance, regulation, rule or executive order, or any obligation or duty at law or in equity. Notwithstanding the foregoing, this Settlement may be used in any proceeding in the Court that has as its purpose the interpretation, implementation, or enforcement of the Settlement or any orders or judgments of the Court entered into in connection therewith.

3. **Consideration.**

(a) In consideration for this Settlement Agreement and complying with its terms, Defendant shall pay the maximum gross sum of Five Hundred Thousand Dollars and Zero Cents (\$500,000.00) (the "Gross Settlement Amount") which includes the Attorneys' Fees and Costs, General Release Fee, Settlement Administration Costs, and the LWDA Payment to resolve the Action and Released Claims (as defined herein), which will be paid as follows:

(1) Defendant agrees not to oppose or impede any application or motion by Plaintiff's Counsel for an award out of the Gross Settlement Amount of attorneys' fees in the amount of forty percent (40%) of the Gross Settlement Amount, which is Two Hundred Thousand Dollars and Zero Cents (\$200,000.00), and reimbursement of actual litigation costs and expenses incurred of up to Thirty Five Thousand Dollars and Zero Cents (\$35,000.00), the final amount to be determined at the time of court approval of the Settlement (collectively, "Attorneys' Fees and Costs"). The Attorneys' Fees and Costs referred to herein shall fully compensate and reimburse Plaintiff's Counsel for any and all of the work already performed in connection with the Action and all work remaining to be performed in fully and finally resolving the Action, including but not limited to securing Court approval of the Settlement Agreement, appearing at hearings, making sure that the Settlement is fairly and properly administered, defending the Settlement Agreement in any challenge, appeal or other post-approval matter, all other work that Plaintiff's Counsel has performed or will perform, and all costs that Plaintiff's Counsel has incurred or will incur.

(2) For a general release of all claims Plaintiff may have against Defendant, Defendant agrees not to oppose any application or motion by Plaintiff's Counsel for up to the amount of Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) ("General Release Fee") to be paid to Plaintiff out of the Gross Settlement Amount.

(3) Costs and expenses of administration of the Settlement ("Settlement Administration Costs") to be paid to Simpluris, the mutually agreed upon, neutral third party settlement administrator (the "PAGA Settlement Administrator") out of the Gross Settlement Amount.

(4) The amounts stated in Sections 3(a)(1) – 3(a)(3) above, once approved by the Court, shall be paid from the Gross Settlement Amount. The balance remaining after these deductions is referred to as the "Net Settlement Amount."

(5) Seventy-five percent (75%) of the Net Settlement Amount will be distributed to the LWDA ("LWDA Payment"); and the remaining twenty-five percent (25%) will be distributed to the Aggrieved Employees, defined solely for purposes of this

Settlement as all current and former hourly-paid or non-exempt individuals employed by Defendant within the State of California at any time during the PAGA Period (the "Aggrieved Employees"). The period April 8, 2021 through the date of court approval of the Settlement is the "PAGA Period". The Aggrieved Employees are estimated to consist of approximately 1,181 individuals who worked approximately 42,087 Compensable Pay Periods. If the actual number of Compensable Pay Periods during the PAGA Period is more than ten percent (10%) above 46,296, which is a 10% increase in the estimated pay periods, Defendant shall have the option to either (1) increase the Gross Settlement Amount on a pro-rata basis equal to the percentage increase in the number of pay periods worked by the PAGA Members over the 10% (e.g., if the number of pay periods increases by 11%, the Gross Settlement Amount will increase by 1%) or (2) to end the PAGA Period on the date in which the total pay periods equals 46,296 such that there is no increase to the Gross Settlement Amount. The 25% portion of the Net Settlement Amount payable to Aggrieved Employees is referred to as the "Employees' Portion."

(6) Because this is a settlement of PAGA claims for civil penalties only, no portion of the Settlement is allocated to unpaid wages. One Hundred Percent (100%) of the payments for Attorneys' Fees and Costs, General Release Fee, and the Net Settlement Amount to be paid to the LWDA and Aggrieved Employees as described in Section 3(a) above will be treated and reported for tax purposes as non-wage payments and the PAGA Settlement Administrator will be responsible for issuing IRS Forms 1099 as required.

4. **Court Approval is Required.** Plaintiff understands and agrees that the State of California and Aggrieved Employees, including Plaintiff, would not receive the consideration specified in Section 3(a) above, except for Plaintiff's execution of this Settlement Agreement, and the fulfillment of the promises contained herein, as well as Court approval of the Settlement. If this Settlement Agreement is not approved by the Court, it shall be null and void.

5. **Disbursal of Settlement Funds.**

(a) Subject to Section 4 above, Defendant shall remit to the PAGA Settlement Administrator the sums described more fully in Section 3(a) above, after all of the following has occurred: (i) the Settlement Agreement is fully executed by all Parties and their counsel; and (ii) thirty (30) days have passed following the Court entering an order approving the Settlement Agreement.

(b) Upon complete distribution of the Gross Settlement Amount by the PAGA Settlement Administrator in accordance with this Settlement Agreement, the PAGA Settlement Administrator will notify the Parties of distribution of the entire Gross Settlement Amount.

6. **Amended PAGA Notice and Complaint.** The Parties agree that Plaintiff shall submit an amended notice to the Labor and Workforce Development Agency ("LWDA") consistent with the release that is contemplated herein. Defendant will prepare the first draft of the amended notice to the LWDA. Plaintiff will also file an amended complaint referencing and attaching the amended LWDA notice.

7. **Approval and Implementation of the PAGA Settlement.**

(a) The Parties are aware that some courts have approved a PAGA settlement and entered an order approving the settlement and judgment and thereafter closed the case, while others have approved a PAGA settlement and entered only an order approving the settlement with later instructions to file a request for dismissal of the action. The Parties agree to cooperate and take any and all steps required by the Court in the Action to implement the settlement and terminate the Action pursuant to settlement (i.e., to terminate the Action by way of judgment or dismissal). Plaintiff's Counsel shall ultimately be responsible for preparing and presenting to the Court all filings required by the Court in the Action to implement the Settlement and terminate the Action pursuant to settlement.

(b) The Parties further agree that Plaintiff's Counsel shall be responsible for drafting and/or filing of any further documents and/or filings reasonably necessary to be prepared and/or filed, and to take all steps that may be requested by the Court in order to obtain approval and implementation of this Settlement Agreement, and the payments described in Section 3(a) above.

(c) The Parties shall seek to obtain Court approval of this Settlement Agreement by way of an unopposed motion to be filed by Plaintiff's Counsel. Plaintiff's Counsel shall provide a draft of all documents to be submitted in connection with the motion to approve this Settlement Agreement to Hannah Sweiss and/or Melissa Huether of Fisher & Phillips, LLP ("Defendant's Counsel") for review and approval prior to filing.

(d) The Parties expressly acknowledge that the Court's approval of the Settlement Agreement is a condition precedent to any payments described in this Settlement Agreement. Therefore, the Parties further acknowledge that, should the Court not grant approval of this Settlement Agreement and/or should the Court refuse to grant judgment or dismissal of the Action and close the Action based on the Settlement, the entirety of this Settlement Agreement shall be null and void.

8. **Payment of Gross Settlement Amount / Notice to Recipients.**

(a) Subject to Court approval of this Settlement Agreement, payment of the sums described in Section 3(a) above shall be made by Defendant by transmitting the required sums to a qualified settlement account established by the PAGA Settlement Administrator for administration of this Settlement, within thirty (30) days of the Court's order granting approval of this Settlement Agreement. If the date by which payment by Defendant is due falls on a Saturday, Sunday or legal holiday in the State of California, then the due date shall be extended the next following day which is not a Saturday, Sunday or legal holiday in the State of California.

(b) Each Aggrieved Employee will be entitled to a *pro-rata* share of 25% of the Net Settlement Amount (i.e., the Employees' Portion) based upon the number of pay periods they each worked during the PAGA Period ("Compensable Pay Periods"), based on Defendant's payroll records. The Settlement Administrator will confirm the number of pay periods worked by the PAGA Members during the PAGA Period based on information to be provided by Defendant and the amount to be paid pro rata per Compensable Pay Period based on information to be provided by Defendant. Specifically, to calculate each Aggrieved Employee's share of the Employees' Portion ("Individual Settlement Share"), the PAGA Settlement Administrator shall: (i) for each Aggrieved Employee, divide the number of Compensable Pay

Periods he or she individually worked by the total aggregate number of Compensable Pay Periods worked by all Aggrieved Employees, and then (ii) multiply this amount by the Employees' Portion to arrive at each Aggrieved Employee's Individual Settlement Share.

(1) One Hundred Percent (100%) of all Individual Settlement Shares are to be considered penalties and the PAGA Settlement Administrator will not undertake any deductions, withholding, or remittances for local, state, or federal taxes. Aggrieved Employees' Individual Settlement Shares will be reported on an IRS Form 1099, as required by the IRS.

(c) The PAGA Settlement Administrator shall distribute each Individual Settlement Share by way of check, along with a cover letter ("Cover Letter") agreed to by the Parties and approved by the Court, in substantially the form attached hereto as "Exhibit A", in the following manner:

(1) No later than twenty-one (21) calendar days after the Court's order granting approval of the Settlement, Defendant shall provide the PAGA Settlement Administrator with a list of all Aggrieved Employees (the "Aggrieved Employees List"), containing the following information for each Aggrieved Employee: (i) first and last name; (ii) last known address; (iii) last known telephone number; (iv) Social Security number; and (v) the number of Compensable Pay Periods worked by each Aggrieved Employee during the PAGA Period.

(2) The PAGA Settlement Administrator shall conduct one (1) National Change of Address ("NCOA") search for all individuals identified on the Aggrieved Employees List.

(3) No later than fourteen (14) calendar days after the PAGA Settlement Administrator receives the Aggrieved Employees List and Gross Settlement Amount, the PAGA Settlement Administrator shall mail the agreed-upon Cover Letter and Individual Settlement Share checks (together, the "PAGA Settlement Package") to all Aggrieved Employees by first-class United States mail. For each PAGA Settlement Package that is returned undeliverable within thirty (30) calendar days of the initial mailing, the PAGA Settlement Administrator shall promptly attempt to locate an alternate, updated address for the Aggrieved Employee at issue, by using a skip-trace search and shall attempt one (1) re-mailing of the PAGA Settlement Package.

(4) The Individual Settlement Share checks issued to Aggrieved Employees shall remain valid for ninety (90) calendar days, and thereafter, shall be canceled. Funds associated with canceled checks shall be transmitted to the State Controller's Office Unclaimed Property Division in the name of the Aggrieved Employee(s) at issue and in the amount of his or her respective Individual Settlement Share(s).

(d) No later than fourteen (14) calendar days after the PAGA Settlement Administrator receives the Aggrieved Employees List and Gross Settlement Amount, the PAGA Settlement Administrator shall transmit the LWDA Payment to the LWDA.

(e) No later than fourteen (14) calendar days after the PAGA Settlement Administrator receives the Aggrieved Employees List and Gross Settlement Amount, the PAGA Settlement Administrator shall transmit the Attorneys' Fees and Costs to Plaintiff's Counsel, unless instructed otherwise by Plaintiff's Counsel. At the request of Plaintiff's Counsel, the PAGA

Settlement Administrator may purchase annuities, utilize United States Treasuries and bonds, or utilize any other attorney fee deferral vehicles and any additional expenses associated with doing so will be paid separately by Plaintiff's Counsel.

(f) No later than fourteen (14) calendar days after the PAGA Settlement Administrator receives the Aggrieved Employees List and Gross Settlement Amount, the PAGA Settlement Administrator shall transmit the General Release Fee to Plaintiff.

(g) No later than fourteen (14) calendar days after the PAGA Settlement Administrator receives the Aggrieved Employees List and Gross Settlement Amount, the PAGA Settlement Administrator shall transmit the Settlement Administration Costs to itself, only after the PAGA Settlement Packages have been mailed to all Aggrieved Employees.

9. **Release of Claims by Plaintiff, Aggrieved Employees, and the State of California.**

(a) Upon the date the Court has entered an order approving the Settlement Agreement and full funding of the Gross Settlement Amount, and except as to the rights and obligations created by this Settlement Agreement, Plaintiff and the State of California with respect to Aggrieved Employees, will be deemed to have knowingly and voluntarily released and forever discharged Defendant, including Defendant's parent corporation, franchisees, affiliates, subsidiaries, divisions, predecessors, insurers, successors and assigns, and their current and former employees, attorneys, officers, directors and agents thereof, both individually and in their business capacities, and their employee benefit plans and programs and the trustees, administrators, fiduciaries and insurers of such plans and programs (collectively, the "Released Parties"), to the full extent permitted by law, of and from the Action and from any and all claims, arising during the PAGA Period, civil penalties pursuant to PAGA, that were pled or could have been pled in the operative complaint and the LWDA notice in the Action, and any amendments thereto, during the PAGA Period, including but not limited to: (1) failure to pay overtime wages under Labor Code Sec. 510, 1198; (2) failure to provide meal periods and/or pay meal period premiums under Labor Code Sec. 226.7, 512; (3) failure to provide rest periods and/or pay rest period premiums under Labor Code Sec. 226.7; (4) failure to pay minimum wages under Labor Code Sec. 1194, et seq.; (5) failure to timely pay wages upon termination under Labor Code Sec. 201-203; (6) failure to timely pay wages during employment under Labor Code Sec. 204, 210; (7) failure to provide accurate, itemized wage statements under Labor Code Sec. 226; (8) failure to keep requisite payroll records under Labor Code Sec. 1174(d); (9) failure to reimburse business expenses under Labor Code Sec. 2800, 2802; (10) failure to provide written notice pursuant to Labor Code section 2810.5; (11) failure to provide day of rest under Labor Code section 551 and 552; (12) failure to pay sick time under Labor Code section 245, et seq.; (13) failure to pay vacation and paid time off under Labor Code sections 221, 223, and 227.3; and (14) violations of Labor Code sections 1101 and 1102. All claims set forth above and/or in this subsection are referred to herein as the "Released Claims.").

(b) Upon the date the Court has entered an order approving the Settlement Agreement and full funding of the Gross Settlement Amount, and except as to the rights and obligations created by this Settlement Agreement, Plaintiff has agreed to separate individual settlement agreement whereby Plaintiff, individually and on behalf of her heirs, executors, administrators, representatives, attorneys, successors and assigns, will be deemed to have knowingly and voluntarily released and forever discharged Released Parties, to the full extent

permitted by law, from any and all claims of every nature whatsoever, known or unknown, suspected or unsuspected, which Plaintiff has or may have as of the date the Court has entered an order approving the Settlement Agreement. This broader release includes, but is not limited to, all claims arising directly or indirectly from Plaintiff's employment with Defendant and the termination of that employment, including without limitation claims arising under federal, state, or local laws and claims for unpaid wages, penalties, liquidated damages, breach of contract, breach of the implied covenant of good faith and fair dealing, infliction of emotional distress, wrongful or retaliatory discharge, harassment, discrimination, defamation, impairment of economic opportunity, and violations of public policy, the Fair Labor Standards Act, the California Labor Code, the California Fair Employment and Housing Act, the California Business and Professions Code, the California Constitution, the Civil Rights Act of 1866, Title VII of the Civil Rights Act of 1964, and the Americans with Disabilities Act of 1990. With respect to those claims released by Plaintiff in an individual capacity, Plaintiff acknowledges and waives any and all rights and benefits available under California Civil Code Section 1542, which provides:

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

Plaintiff understands and agrees that claims or facts in addition to or different from those which are now known or believed by her to exist may hereafter be discovered. It is Plaintiff's intention to, upon the date the Court has entered an order approving the Settlement Agreement and full funding of the Gross Settlement Amount, settle fully and release all claims she now has against the Released Parties, whether known or unknown, suspected or unsuspected. Notwithstanding the above, the general release by Plaintiff shall not extend to claims for workers' compensation benefits, claims for unemployment benefits, or other claims that may not be released by law.

10. **Governing Law and Interpretation.**

(a) This Settlement Agreement shall be governed and conformed in accordance with the laws of the State of California. Should any non-material provision of this Settlement Agreement be declared illegal or unenforceable by any court of competent jurisdiction and should that provision be incapable of being modified to be enforceable, such provision immediately shall become null and void, leaving the remainder of this Settlement Agreement in full force and effect.

(b) In the event of a breach of any provision of this Settlement Agreement, any Party reserves the right to institute an action specifically to enforce any term or terms of this Settlement Agreement or seek damages for breach. In an action to enforce any term or terms of this Settlement Agreement or to seek damages for breach of this Settlement Agreement, the prevailing Party in that action shall be entitled to recover reasonable attorney's fees and costs from the non-prevailing Party.

11. **Amendment.** This Settlement Agreement may not be modified, altered or changed except in writing and signed by both Parties' counsel, wherein specific reference is made to this Settlement Agreement, subject to approval by the Court.

12. **Miscellaneous.**

(a) The Parties agree to stay all proceedings in the Action, including with respect to California Code of Civil Procedure section 583.310, except such proceedings necessary to implement and complete the Settlement, pending approval of the Settlement.

(b) This Settlement Agreement may be signed in counterparts, each of which shall be deemed an original, but all of which, taken together shall constitute the same instrument. A signature made on a faxed or electronically transmitted copy of the Settlement Agreement or a signature transmitted by facsimile or electronic mail shall have the same effect as the original signature.

(c) The section headings used in this Settlement Agreement are intended solely for convenience of reference and shall not in any manner amplify, limit, modify or otherwise be used in the interpretation of any of the provisions hereof.

(d) This Settlement Agreement was the result of negotiations between the Parties and their respective counsel with the assistance of the third-party mediator, Lynn Frank, Esq. In the event of vagueness, ambiguity or uncertainty, this Settlement Agreement shall not be construed against the Party preparing it but shall be construed as if both Parties prepared it jointly, and the Parties may present their disputes to the mediator to resolve any vagueness, ambiguity, or uncertainty.

(e) If Plaintiff or Defendant fail to enforce this Settlement Agreement or to insist on performance of any term, that failure does not mean a waiver of that term or of the Settlement Agreement. The Settlement Agreement remains in full force and effect anyway.

(f) Other than information necessary to secure Court approval of this Settlement Agreement and the settlement contained herein, the Parties agree to keep confidential all matters relative to this Settlement Agreement, including the claims asserted by Plaintiff in the Action and Original PAGA Notice and any amendments thereto, and the settlement terms, including the facts and circumstances leading up to it. None of the Parties will issue any press release or other disclosure regarding the Settlement Agreement and/or settlement other than as necessary to obtain Court approval or effectuate the settlement and release terms. Plaintiff further agrees that neither she, nor her respective counsel, will discuss the existence of this Settlement Agreement except as necessary to effectuate its terms or as otherwise required by law, including any and all obligations towards the LWDA and warranted responses to inquiries and/or concerns from Aggrieved Employees. The Parties may, however, discuss the terms of this Settlement Agreement with their spouses, attorneys, financial advisors, tax advisors, and accountants as necessary for tax related purposes, or upon a valid court order, at which time the individual receiving information about the terms of this Settlement Agreement shall be informed that the terms of this Settlement Agreement are confidential, and the individual may not reveal or disclose to any third party the terms of the Settlement Agreement. Nothing herein will restrict Plaintiff's Counsel from including publicly available information regarding this Settlement in future judicial submissions regarding Plaintiff's Counsel's qualifications and experience.

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

HAVING ELECTED TO EXECUTE THIS SETTLEMENT AGREEMENT,
TO FULFILL THE PROMISES, AND TO RECEIVE THE CONSIDERATION SET
FORTH ABOVE, PLAINTIFF AND DEFENDANT, FREELY AND KNOWINGLY, AND
AFTER DUE CONSIDERATION, ENTER INTO THIS SETTLEMENT AGREEMENT.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily
executed this Settlement Agreement as of the date set forth below:

Date: Jan 28, 2026



Briana Sandez (Jan 28, 2026 09:58:38 PST)

Briana Sandez
Individually and On Behalf of
the State of California and Aggrieved Employees

Date: 02/16/2026



Miner's Ace Hardware, Inc.

By: Bethany Miner

Its: Director of Human Resources

Exhibit A

<<Mailing Date>>

To: <<First Name>><<Last Name>>
<<Street Address>>
<<City>> <<State>> <<Zip>>

Re: Settlement Payment from *Briana Sandez v. Miner's Ace Hardware, Inc.*, Ventura County Superior Court Case No. 56-2022-00567741-CU-OE-VTA

Dear <<First Name>><<Last Name>>:

Please find enclosed a check in the amount of <<amount of payment>> ("Individual Settlement Share"). This check is your payment from the settlement in the lawsuit entitled *Briana Sandez v. Miner's Ace Hardware, Inc.*, Ventura County Superior Court Case No. 56-2022-00567741-CU-OE-VTA ("Action").

The lawsuit was filed on July 6, 2022 by **Briana Sandez** ("Plaintiff") against **her** former employer, on behalf of the State of California, with respect to **herself** and other alleged aggrieved employees, to seek recovery of civil penalties pursuant to the Private Attorneys General Act of 2004, California Labor Code § 2698, *et seq.* ("PAGA"), for multiple alleged violations of the California Labor Code and Industrial Welfare Commission Wage Orders, including, *inter alia*, for failure to properly pay minimum and overtime wages, failure to provide compliant meal and rest periods and associated premiums, failure to pay wages during employment and upon termination, failure to provide compliant wage statements, failure to maintain requisite payroll records, and failure to reimburse business expenses. Prior to filing the lawsuit, on April 8, 2022 Plaintiff submitted a letter to the California Labor and Workforce Development Agency ("LWDA"), pursuant to PAGA, to provide notice of her intent to seek civil penalties under PAGA for Defendant's alleged violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802 and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Orders 4-2001 and 5-2001, thereby initiating LWDA Case Number LWDA-CM-877714-22. After filing the lawsuit, on December 7, 2025 Plaintiff submitted an amended letter to the California Labor and Workforce Development Agency ("LWDA"), pursuant to PAGA, which further identified her intent to seek civil penalties under PAGA for Defendant's alleged: (1) failure to pay overtime wages under Labor Code Sec. 510, 1198; (2) failure to provide meal periods and/or pay meal period premiums under Labor Code Sec. 226.7, 512; (3) failure to provide rest periods and/or pay rest period premiums under Labor Code Sec. 226.7; (4) failure to pay minimum wages under Labor Code Sec. 1194, *et seq.*; (5) failure to timely pay wages upon termination under Labor Code Sec. 201-203; (6) failure to timely pay wages during employment under Labor Code Sec. 204, 210; (7) failure to provide accurate, itemized wage statements under Labor Code Sec. 226; (8) failure to keep requisite payroll records under Labor Code Sec. 1174(d); (9) failure to reimburse business expenses under Labor Code Sec. 2800, 2802; (10) failure to provide written notice pursuant to Labor Code section 2810.5; (11) failure to provide day of rest under Labor Code section 551 and 552; (12) failure to pay sick time under Labor Code section 245, *et seq.*; (13) failure to pay vacation and paid time off under Labor Code sections 221, 223, and 227.3; and (14) violations of Labor Code sections 1101 and 1102. Collectively, the April 8, 2022 letter to the LWDA and the December 7, 2025 Amended letter to the LWDA that are described in this Paragraph are referred to herein as the "PAGA Notice";

A settlement was reached between Plaintiff and Defendant Miner's Ace Hardware, Inc. ("Defendant"). In agreeing to this settlement, Defendant does not admit that it is liable in any way for any penalties. In fact, Defendant denies all claims asserted in the Action and maintains that it fully complies with all applicable wage and hour laws

On << Date>>, the settlement was approved by the Court, with a portion to be paid to the LWDA and a portion to be paid to all current and former hourly-paid or non-exempt individuals employed by Defendant within the State of California at any time during the PAGA Period ("Aggrieved Employees"). The period April 8, 2021 through << date of entry of order by the Court approving the Settlement >> is the "PAGA Period".

You are receiving a portion of the settlement (the enclosed Individual Settlement Share) because you have been identified as an Aggrieved Employee. Your Individual Settlement Share is based on the total number of pay periods that you worked for Defendant in California during the PAGA Period. The Individual Settlement Share is considered to be 100% penalties, which will be reported on an IRS Form 1099. You are responsible for paying any and all taxes that may be due as a result of any payment issued to you under the settlement and should consult a tax advisor regarding the tax consequences of such payment.

Under the settlement, as of <<date of entry of order by the Court approving the Settlement and full funding of Gross Settlement Amount>>, the Released Parties were fully released and forever discharged from any and all Released Claims.

"Released Parties" means Defendant, including Defendant's parent corporation, franchisees, affiliates, subsidiaries, divisions, predecessors, insurers, successors and assigns, and their current and former employees, attorneys, officers, directors and agents thereof, both individually and in their business capacities, and their employee benefit plans and programs and the trustees, administrators, fiduciaries and insurers of such plans and programs.

"Released Claims" means any and all claims, arising during the PAGA Period, for civil penalties under the

EXHIBIT A – COVER LETTER

California Labor Code, Wage Orders, and/or regulations, pursuant to California Labor Code section 2698, *et seq.* ("PAGA") as well as any interest, fees, and costs available under PAGA, including but not limited to, for: (1) failure to pay overtime wages under Labor Code Sec. 510, 1198; (2) failure to provide meal periods and/or pay meal period premiums under Labor Code Sec. 226.7, 512; (3) failure to provide rest periods and/or pay rest period premiums under Labor Code Sec. 226.7; (4) failure to pay minimum wages under Labor Code Sec. 1194, *et seq.*; (5) failure to timely pay wages upon termination under Labor Code Sec. 201-203; (6) failure to timely pay wages during employment under Labor Code Sec. 204, 210; (7) failure to provide accurate, itemized wage statements under Labor Code Sec. 226; (8) failure to keep requisite payroll records under Labor Code Sec. 1174(d); (9) failure to reimburse business expenses under Labor Code Sec. 2800, 2802; (10) failure to provide written notice pursuant to Labor Code section 2810.5; (11) failure to provide day of rest under Labor Code section 551 and 552; (12) failure to pay sick time under Labor Code section 245, *et seq.*; (13) failure to pay vacation and paid time off under Labor Code sections 221, 223, and 227.3; and (14) violations of Labor Code sections 1101 and 11022.

The enclosed check is valid for 90 days from the original date of issuance and mailing, and if it is not cashed, deposited, or otherwise negotiated within the 90-day timeframe, it will be cancelled, and the funds associated with the cancelled check will be transmitted to the State Controller's Office Unclaimed Property Division in your name and in the amount of your respective Individual Settlement Share.

Do not call or write the Court, Office of the Clerk of the Court, Defendant, or Defendant's counsel to ask questions about the settlement or to ask tax-related questions. If you have any such questions, you may contact **PAGA Settlement Administrator** at **[toll-free phone number]** or via email at **[insert email address]**.

EXHIBIT 3

Task	Time
Investigation and Research / Due Diligence	
Communicate with Co-Counsel Lawyers for Justice, PC ("Co-Counsel") during the Case	8.30
Meet, Communicate, and/or Review Communication with Plaintiff Briana Sandez ("Plaintiff") during the Case	14.20
Pleadings and Court Filings	
Draft, Review, and/or Revise Notice of Association of Counsel (filed on September 11, 2024)	0.40
Meet and Confer with Defendant's Counsel, and Draft, Review, and/or Revise Joint Request for Informal Discovery Conference (filed on September 23, 2024)	2.00
Review Court's Order on Request for Informal Discovery Conference (filed on September 23, 2024)	0.10
Review Court's Minute Order Re: Trial Setting Conference (filed on October 7, 2024)	0.10
Meet and Confer with Defendant's Counsel and Co-Counsel and Draft, Review and/or Revise Supplemental Informal Discovery Conference Statement (filed on October 10, 2024)	1.00
Review Court's Notice of Continuance of Trial Setting Conference (filed on October 17, 2024)	0.10
Review Court's Notice of Continuance re: Informal Discovery Conference (filed on October 17, 2024)	0.10
Review Court's Minute Order Re: Notice of Continuance of Informal Discovery Conference and Trial Setting Conference (filed on October 24, 2024)	0.10
Review Court's Minute Order Re: Informal Discovery Conference (filed on October 25, 2024)	0.10
Meet and Confer with Defendant's Counsel, and Draft, Review, and/or Revise Parties' Stipulation for a Protective Order – Los Angeles County Model Stipulated Protective Order (submitted on January 16, 2025)	2.30
Review Court's Notice of Continuance of Trial Setting Conference (filed on January 17, 2025)	0.10
Review Notice of Change of Address or Other Contact Information (filed on January 21, 2025)	0.10
Review Court's Order Re: Parties' Stipulation for a Protective Order – Los Angeles County Model Stipulated Protective Order (filed on January 27, 2025)	0.10
Meet and Confer with Opposing Counsel and Co-Counsel re Mediation; Draft, Review, and/or Revise Joint Stipulation re Mediation (filed on May 21, 2025)	2.50
Review Order on Joint Stipulation re Mediation (filed on May 27, 2025)	0.10
Review Court's Minute Order Re: Notice of Reassignment of Judicial Officer and Change of Hearing Location (filed on June 23, 2025)	0.10
Meet and Confer with Defendant's Counsel, and Draft, Review, and/or Revise Joint Report Re: Post Mediation Status Conference and Notice of Settlement (filed on September 23, 2025)	0.60
Review Court's Minute Order Re: Post-Mediation Status Conference (filed on September 24, 2025)	0.10
Review Court's Notice of Rescheduled Hearing Re: Non-Appearance Case Review Motion for Preliminary Approval of Class Settlement (filed on December 16, 2025)	0.10
Meet and Confer with Defendant's Counsel, and Draft, Review, and/or Revise Joint Report for Non-Appearance Case Review Re: Status of PAGA Settlement Approval Motion (filed on January 16, 2026)	0.80
Research, Draft, Review, and/or Revise Plaintiff's First Amended Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. and Summons Thereon (filed on January 20, 2026)	3.60
Meet and Confer with Defendant's Counsel and Draft, Review, and/or Revise Joint Stipulation to Vacate Trial Dates Given Settlement (filed on January 21, 2026)	2.50
Review Court's Minute Order Re: Non-Appearance Case Review Motion for Preliminary Approval of Class Settlement (filed on January 23, 2026)	0.10

Meet and Confer with Defendant's Counsel and Draft, Review, and/or Revise Joint Report re Non-Appearance Case Review re Status of Motion for Approval of PAGA Settlement (filed on February 13, 2026)	0.70
Appeal-Related Pleadings & Court Filings	
Review Defendant's Notice of Appeal (served on March 12, 2025)	0.10
Review Court's Notice of Filing Notice of Appeal/Cross-Appeal (filed on March 12, 2025)	0.10
Review and Analyze Appellant's Notice of Designating Record on Appeal (served on March 25, 2025)	0.40
Review Court's Notice of Default on Appeal (filed on March 25, 2025)	0.10
Review Court's Notice of Rescinding Default (filed on March 27, 2025)	0.10
Review and Analyze Appellant's Amended Notice Designating Record on Appeal (filed on April 1, 2025)	0.40
Review Defendant's Agreement Re: Deposit in Lieu of Bond (served on April 2, 2025)	0.10
Review Court's Notice of Cost of Preparing Clerk's Transcript on Appeal and Notice to Court Reporter to Prepare Transcript (filed on April 9, 2025)	0.10
Review Defendant's Notice of Deposit in Lieu of Appeal Bond (served on April 15, 2025)	0.10
Review Notice of Completion of Appeal (filed on May 16, 2025)	0.10
Meet and Confer with Appellant's Counsel, and Draft, Review, and/or Revise Stipulation for Extension of Time to File Brief (submitted on June 20, 2025)	0.50
Review Defendant's Notice of Settlement of Appeal (served on August 20, 2025)	0.10
Review Defendant's Application for Extension of Time (served on September 16, 2025)	0.10
Review Defendant's Notice of Settlement of Appeal (served on September 17, 2025)	0.10
Review Court's Order Re: Extension and Notice of Settlement of Appeal (served on September 22, 2025)	0.10
Appearances	
Prepare for and Remotely Attend Trial Setting Conference (October 7, 2024)	2.10
Prepare for and Remotely Attend Informal Discovery Conference and Trial Setting Conference (October 25, 2024)	2.60
Prepare for and Remotely Attend Hearing on Defendant's Motion to Compel Plaintiff's Deposition and Plaintiff's Consolidated Motion to Compel Written Discovery Responses (January 15, 2025)	3.80
Prepare for and Remotely Attend Hearing on Defendant's Ex Parte Application to Stay Compliance of the January 27, 2025 Discovery Order (February 5, 2025)	3.00
Prepare for and Attend Hearing on Plaintiff's Motion to Compel Defendant's PMK Deposition (February 11, 2025)	1.60
Prepare for and Remotely Attend Hearing on Defendant's Motion for Reconsideration of the January 27, 2025 Discovery Order (March 3, 2025)	3.00
Prepare for, Travel To, and Physically Attend Hearing on Plaintiff's Motion to Compel Defendant's PMK Deposition (March 13, 2025)	6.60
Prepare for and Remotely Attend Hearing on Plaintiff's Motion for 128.7 and 1008 Sanctions (April 7, 2025)	2.50
Prepare and Remotely Attend Hearing on Plaintiff's Ex Parte Application re Contempt and Defendant's PMK Deposition (April 8, 2025)	2.80
Prepare for and Remotely Attend Post-Mediation Status Conference (September 24, 2025)	1.60

Mediation/Settlement	
Review and Analyze Information, Data, and Documents Obtained from Plaintiff, Defendant, and Other Sources Prior to Mediation, Research Settlement and Merits-Related Issues, Perform Claim Evaluation and Analyses, and Draft, Review and/or Revise Plaintiff's Mediation Brief (submitted on July 31, 2025)	20.80
Prepare for and Attend Mediation (August 2, 2025)	8.30
Negotiate Memorandum of Understanding and Draft, Review, Revise Memorandum of Understanding (fully executed on August 2, 2025)	1.20
Draft, Review, Revise, Negotiate, and Finalize PAGA Settlement and Release (fully executed on February 16, 2026) and Draft, Review, and/or Revise Cover Letter for PAGA Payments	8.10
Draft, Review, and/or Revise Correspondence to, and Respond to Correspondence from, Settlement Administrators, including obtaining competitive bids therefrom.	1.00
Discovery	
Review Defendant's Re-Notice of Deposition to Plaintiff Briana Sandez (served October 3, 2024)	0.20
Draft, Review, and/or Revise Plaintiff's Objections to Defendant's Re-Notice of Deposition to Plaintiff Briana Sandez (served on October 11, 2024)	0.60
Review Defendant's Re-Notice of Deposition to Plaintiff Briana Sandez Pursuant to Court Order (served January 30, 2025)	0.20
Prepare for, Travel to, and Personally Attend Plaintiff's Deposition (February 12, 2025)	10.6
Prepare for, Travel to, and Personally Attend Court Ordered, In Person Meet and Confer Session with Defendant's Counsel (February 21, 2025)	5.30
Draft, Review, and/or Revise Plaintiff's First Amended Notice of Deposition of Person Most Knowledgeable at Defendant Miner's Ace Hardware, Inc. and Requests for Production of Documents contained therein (Wage and Hour Practices) - Set for April 9, 2025 (served on March 17, 2025)	0.80
Draft, Review, and/or Revise Plaintiff's Second Amended Notice of Deposition of Persons Most Knowledgeable at Defendant Miner's Ace Hardware, Inc. and Requests for Production of Documents contained therein (Organizational Structure) - Set for April 10, 2025 (served on March 17, 2025)	0.80
Review and Analyze Defendant's Objections to Plaintiff's Second Notice of Deposition of Person Most Knowledgeable and Requests for Production of Documents (Organizational Structure) - Set for April 10, 2025 (served on April 3, 2025)	0.60
Review and Analyze Defendant's Objections to Plaintiff's First Notice of Deposition of Person Most Knowledgeable and Requests for Production of Documents (Wage and Hour Practices) - Set for April 9, 2025 (served on April 7, 2025)	0.60
Draft, Review, and/or Revise Plaintiff's Requests for Production of Documents (Set Two) to Defendant Miner's Ace Hardware, Inc. (served on April 8, 2025)	1.20
Draft, Review, and/or Revise Plaintiff's Special Interrogatories (Set Four) to Defendant Miner's Ace Hardware, Inc. (served on April 8, 2025)	1.20
Draft, Review, and/or Revise Plaintiff's Notice of Deposition of Person Most Knowledgeable at Defendant Miner's Ace Hardware, Inc. and Requests for Production of Documents contained therein (Affirmative Defenses and Answer Topics) - Set for May 6, 2025 (served on April 8, 2025)	1.50
Review and Analyze Defendant's Objections to Plaintiff's Notice of Deposition of Person Most Knowledgeable at Defendant Miner's Ace Hardware, Inc. and Requests for Production of Documents contained therein (Affirmative Defenses and Answer Topics) - Set for May 6, 2025 (served on May 1, 2025)	0.70
Draft, Review, and/or Revise Plaintiff's Third Amended Notice of Deposition of Person Most Knowledgeable at Defendant Miner's Ace Hardware, Inc. and Requests for Production of Documents contained therein (Wage and Hour Practices) - set for May 15, 2025 by Court Order (served on May 12, 2025)	0.60
Prepare for, Travel to, and Personally Attend and Conduct Deposition of Defendant's Person Most Knowledgeable (May 15, 2025)	16.30
Law and Motion	
Draft, Review, and/or Revise Plaintiff's Notice of Consolidated Motion and Consolidated Motion to Compel Defendant to Provide Further Responses to Plaintiff's Written Discovery Requests and Request for Monetary Sanctions, Declaration of Charles Sweeny in Support Thereof, Rule 3.1345 Separate Statement Regarding Plaintiff's Form Interrogatories (Set One), Rule 3.1345 Separate Statement Regarding Plaintiff's Request for Production (Set One), Rule 3.1345 Separate Statement Regarding Plaintiff's Special Interrogatories (Set Two), Rule 3.1345 Separate Statement Regarding Plaintiff's Special Interrogatories (Set Three), and [Proposed] Order Thereon (filed on November 18, 2024)	12.50

Review and Analyze Defendant's Opposition to Plaintiff's Notice of Consolidated Motion and Consolidated Motion to Compel Defendant to Provide Further Responses to Plaintiff's Written Discovery Requests and Request for Monetary Sanctions, Declaration of Hannah Sweiss in Support Thereof, Responses to Rule 3.1345 Separate Statement Regarding Plaintiff's Form Interrogatories (Set One), Rule 3.1345 Separate Statement Regarding Plaintiff's Request for Production (Set One), Rule 3.1345 Separate Statement Regarding Plaintiff's Special Interrogatories (Set Two), Rule 3.1345 Separate Statement Regarding Plaintiff's Special Interrogatories (Set Three) (served on December 5, 2024)	1.30
Review and Analyze Defendant's Notice of Motion and Motion to Compel Deposition of Plaintiff, Memorandum of Points and Authorities in Support Thereof, Declaration of Hannah Sweiss in Support Thereof, and [Proposed] Order Thereof (served on December 12, 2024)	1.40
Draft, Review, and/or Revise Plaintiff's Reply in Support of Consolidated Motion to Compel Further Responses to Plaintiff's Written Discovery Requests and Declaration of Charles T. Sweeny in Support Thereof (filed on December 12, 2024)	5.00
Review and Analyze Defendant's Ex Parte Application to Advance Hearing on Defendant's Motion to Compel Plaintiff's Deposition, or in the Alternative, to Continue the Hearing on Plaintiff's Consolidated Motion to Compel Further Discovery Responses, Declaration of Hannah Sweiss in Support Thereof, and [Proposed] Order Thereon (served on December 16, 2024)	1.20
Review Court's Minute Order Re: Notice of Continuance of Consolidated Motion to Compel Defendant to Provide Further Responses to Plaintiff's Written Discovery Request for Monetary Sanctions (filed on December 16, 2024)	0.20
Research, Draft, Review, and Revise Declaration of Charles T. Sweeny in Opposition to Defendant's Ex Parte Application for Motion Priority (filed on December 16, 2024, accepted on December 17, 2024)	3.10
Review Court's Minute Order Re: Ex Parte Application to Advance Hearing on Defendant's Motion to Compel Plaintiff's Deposition, or in the Alternative, to Continue the Hearing on Plaintiff's Consolidated Motion to Compel Further Discovery Responses (filed on December 17, 2024)	0.20
Research, Draft, Review, and Revise Plaintiff's Opposition to Defendant's Motion to Compel Plaintiff's Deposition and Declaration of Charles T. Sweeny in Support Thereof (filed on January 2, 2025)	4.50
Review and Analyze Defendant's Reply Memorandum of Points and Authorities in Support of its Motion to Compel Deposition of Plaintiff and Supplemental Declaration of Hannah Sweiss in Support Thereof (served on January 8, 2025)	1.50
Review Court's Tentative Ruling Re: Defendant's Motion to Compel Deposition of Plaintiff and Tentative Ruling Re: Plaintiff's Consolidated Motion to Compel Defendant to Provide Further Responses to Plaintiff's Written Discovery Requests and Request for Monetary Sanctions (filed on January 14, 2025)	0.20
Review Minute Order re: Defendant's Motion to Compel Plaintiff's Deposition (filed on January 15, 2025)	0.20
Review Court's Minute Order Re: Motion to Compel Deposition of Plaintiff and Minute Order Re: Consolidated Motion to Compel Defendant to Provide Further Responses to Plaintiff's Written Discovery Requests and Request for Monetary Sanctions (filed on January 15, 2025 - took matter under submission)	0.20
Research, Draft, Review, and/or Revise Plaintiff's Notice of Motion and Motion to Compel Defendant to Produce a Person Most Knowledgeable Witness for Deposition and Request for Monetary Sanctions and Declaration of Charles T. Sweeny in Support Thereof (filed on January 15, 2025)	4.60
Review Court's Order Granting Defendant's Motion to Compel Deposition of Plaintiff (filed on January 22, 2025)	0.20
Review and Analyze Court's Minute Order Re: Ruling on Submitted Matter - Granting Plaintiff's Consolidated Discovery Motion to Compel Further Responses (filed on January 27, 2025)	0.80
Review and Analyze Defendant's Memorandum of Points and Authorities in Support of Defendant's Opposition to Plaintiff's Notice of Motion and Motion to Compel Defendant to Produce a Person Most Knowledgeable Witness for Deposition and Request for Monetary Sanctions and Declaration of Hannah Sweiss in Support Thereof (served on January 29, 2025)	1.60
Review and Analyze Defendant's Ex Parte Application for an Order to Have Defendant's Motion for Reconsideration Heard Before the Deadline to Comply with the January 27, 2025 Ruling, Declaration of Hannah Sweiss in Support Thereof, and [Proposed] Order Thereon (served on February 4, 2025)	1.20
Review and Analyze Defendant's Notice of Motion and Motion for Reconsideration of the Court's January 27, 2025 Ruling on Plaintiff's Consolidated Motion for Discovery Response, Memorandum of Points and Authorities in Support Thereof, Declaration of Hannah Sweiss in Support Thereof, and [Proposed] Order Thereon (served on February 4, 2025)	2.10
Draft, Review, and/or Revise Plaintiff's Reply in Support of Motion to Compel Defendant to Produce a Person Most Knowledgeable Witness for Deposition and Request for Monetary Sanctions and Reply Declaration of Charles T. Sweeny in Support Thereof (filed on February 4, 2025)	5.30
Draft, Review, and/or Revise Declaration of Charles T. Sweeny in Opposition to Defendant's Ex Parte Application to Excuse Compliance from January 27, 2025 Order (filed on February 4, 2025)	3.80
Review Court's Minute Order Re: Ex Parte Application for an Order to Have Defendant's Motion for Reconsideration Heard Before the Deadline to Comply with the January 27, 2025 Ruling (filed on February 5, 2025)	0.10

Research, Draft, Review, and/or Revise Plaintiff's 21-Day Safe Harbor Notice of Motion for Sanctions, Penalties, and an Order of Contempt to be Imposed Against Defendant's Counsel of Record Under California Code of Civil of Procedure Sections 1008 and 128.7 (served on February 5, 2025)	3.20
Review Defendant's Notice of Entry of Judgment or Order and Notice of Ruling on Defendant's Ex Parte Application Heard on February 5, 2025) (served on February 6, 2025)	0.20
Review Defendant's Notice of Entry of Judgment or Order Re: Order Granting Defendant's Motion to Compel Deposition of Plaintiff (served on February 6, 2025)	0.20
Draft, Review, and/or Revise Plaintiff's Supplemental Reply in Support of Motion to Compel Defendant to Produce a Person Most Knowledgeable Witness for Deposition and Request for Monetary Sanctions and [Proposed] Order Thereon (submitted on February 10, 2025)	1.00
Review Court's Minute Order Re: Motion to Compel Defendant to Produce a Person Most Knowledgeable Witness for Deposition and Request for Monetary Sanctions (filed on February 11, 2025)	0.20
Meet and Confer with Defendant's Counsel, and Draft, Review, and/or Revise Plaintiff's Notice of Ruling from February 11, 2025 Hearing on Plaintiff's Motion to Compel the Deposition of Defendant's Person(s) Most Knowledgeable (filed on February 13, 2025)	0.90
Research, Draft, Review, and/or Revise Plaintiff's Opposition to Defendant's Motion for Reconsideration of the Court's January 27, 2025 Ruling on Plaintiff's Consolidated Motion for Discovery Responses and Declaration of Charles T. Sweeny in Support Thereof (filed on February 18, 2025)	10.20
Review and Analyze Defendant's Reply Memorandum of Points and Authorities in Support of its Motion for Reconsideration of the Court's January 27, 2025 Ruling on Plaintiff's Consolidated Motion for Discovery Responses (served on February 24, 2025)	1.60
Review and Analyze Court's Tentative Ruling Re: Motion for Reconsideration of the Court's January 27, 2025 Ruling on Plaintiff's Consolidated Motion for Discovery Responses (issued on March 2, 2025)	0.50
Review Court's Minute Order Re: Motion for Reconsideration of the Court's January 27, 2025 Ruling on Plaintiff's Consolidated Motion for Discovery Responses (filed on March 3, 2025)	0.20
Review Defendant's Notice of Ruling Re: Motion for Reconsideration of the Court's January 27, 2025 Order (served on March 6, 2025)	0.20
Review and Analyze Defendant's Report Regarding Status of Court-Ordered Meet and Confer Re: Plaintiff's Motion to Compel Deposition of Defendant's Person Most Knowledgeable (served on March 6, 2025)	0.20
Draft, Review, and/or Revise Plaintiff's Report Regarding Status of Court-Ordered Meet and Confer Re: Plaintiff's Motion to Compel Deposition of Defendant's Person Most Knowledgeable (filed on March 6, 2025)	2.50
Draft, Review, and/or Revise Plaintiff's Notice of Motion and Motion for Sanctions Under Code of Civil Procedure Sections 1008 and 128.7, Declaration of Charles T. Sweeny in Support Thereof, and [Proposed] Order Thereon (filed on March 6, 2025)	2.60
Review Court's Minute Order Re: Motion to Compel Defendant to Produce a Person Most Knowledgeable Witness for Deposition and Request for Monetary Sanctions (filed on March 13, 2025)	0.20
Draft, Review, and/or Revise Plaintiff's Notice of Ruling from March 13, 2025 Hearing on Plaintiff's Motion to Compel the Deposition of Defendant's Person(s) Most Knowledgeable (filed on March 17, 2025)	1.30
Review and Analyze Defendant's Memorandum in Opposition to Plaintiff's Notice of Motion and Motion for Sanctions Under Code of Civil Procedure Sections 1008 and 128.7 and Declaration of Hannah Sweiss in Support Thereof (served on March 24, 2025)	1.90
Draft, Review, and/or Revise Plaintiff's Reply in Further Support of Motion for Sanctions Under Code of Civil Procedure Sections 1008 and 128.7 and Declaration of Charles T. Sweeny in Support Thereof (filed on March 28, 2025)	4.70

Review Court's Minute Order Re: Motion for Sanctions Under Code of Civil Procedure Sections 1008 and 128.7 (filed on April 7, 2025)	0.20
Draft, Review, and/or Revise Plaintiff's Ex Parte Application for an Order Compelling Defendant to Comply with the Court's March 13, 2025 Order and Holding Defendant and its Counsel in Contempt for Violating that Order, Declaration of Charles T. Sweeny in Support Thereof, and [Proposed] Order Thereon (filed on April 7, 2025)	5.00
Review Court's Minute Order Re: Ex Parte Application for an Order Compelling Defendant to Comply with the Court's March 13, 2025 Order (filed on April 8, 2025)	0.20
Review Court's Minute Order Re: Ruling on Submitted Matter (Plaintiff's Motion for 128.7 and 1008(d) Sanctions) (filed on April 14, 2025)	0.20
Draft, Review, and/or Revise Plaintiff's Notice of Motion and Motion for an Order Holding Defendant and its Counsel in Contempt for Violating the Court's March 13, 2025 Order, Declaration of Charles T. Sweeny in Support Thereof, [Proposed] Order Thereon (filed on April 28, 2025)	6.00
Draft, Review, and/or Revise Supplemental Declaration of Charles T. Sweeny in Support of Plaintiff's Motion for an Order Holding Defendant and its Counsel in Contempt for Violating the Court's March 13, 2025 Order (filed on May 5, 2025)	1.20
Draft, Review, and/or Revise Notice of Entry of Judgment or Order Re: Court's Ruling on Submitted Matter (Order Denying Plaintiff's Motion for 128.7 and 1008(d) Sanctions) (filed on May 6, 2025)	0.70
Review and Analyze Defendant's Memorandum of Points and Authorities in Opposition to Plaintiff's Motion for an Order Holding Defendant and its Counsel in Contempt for Violating the Court's March 13, 2025 Order and Declaration of Hannah Sweiss in Support Thereof (served on May 9, 2025)	2.10
Draft, Review, and/or Revise Plaintiff's Reply in Support of Motion for an Order Holding Defendant and its Counsel in Contempt for Violating the Court's March 13, 2025 Order (filed on May 15, 2025)	3.50
Draft, Review, and/or Revise Notice of Withdrawal of Plaintiff's Motion for an Order Holding Defendant and Its Counsel in Contempt for Violating the Court's March 13, 2025 Order (filed on May 21, 2025)	0.90
Research and Draft, Review, and Revise Plaintiff's Notice of Motion and Motion for Approval of Private Attorneys General Act (Cal. Labor Code § 2698, et seq.) Settlement Agreement and Award of Attorneys' Fees and Costs, General Release Fee, and Settlement Administration Costs ; Memorandum of Points and Authorities in Support Thereof; Declarations of Charles T. Sweeny and Brian St. John in Support Thereof; Declaration of Briana Sandez in Support Thereof	18.60
Total Hours:	274.60

EXHIBIT 4

Date		Cost	Description
1/16/2025	\$	1.15	Postage - Mail Correspondence to Plaintiff
2/12/2025	\$	21.20	Parking Charge @ Warner Center Towers for Plaintiff's Deposition
2/12/2025	\$	111.97	Lyft - Travel Cost for Commute to Plaintiff's Deposition
2/12/2025	\$	111.42	Lyft - Travel Cost for Commute from Plaintiff's Deposition
2/17/2025	\$	8.13	Orange County Superior Court Docket Charge for Legal Research for Opposition to Motion for Reconsideration
12/7/2025	\$	12.15	Postage - Certified Mailing for Amended PAGA Notice
Total	\$	266.02	

EXHIBIT 5



Reference No. 20251211-PJI-04

December 11, 2025

Charlie Sweeny, Esq.
Sweeny Law, PC
8605 Santa Monica Blvd., #618463
West Hollywood, CA 90069

RE: *Sandez v. Miner's Ace Hardware*

Dear Charlie,

Thank you for this opportunity to provide a quote for your PAGA settlement. Using the parameters you described, Simpluris' total estimated cost is \$9,628. As a courtesy, we are applying a \$2,000 discount, for a discounted total of \$7,628. Additionally, we agree to cap our costs at \$10,000.

Please let me know if you have questions. I look forward to this opportunity to work together.

Sincerely yours,

A handwritten signature in blue ink, appearing to read "Patrick J. Ivie".

PATRICK J. IVIE
Chief Revenue Officer

m: 310-995-6455
o: 714-975-5260
e: pivie@simpluris.com



3194-C Airport Loop Drive, Costa Mesa, CA 92626
www.simpluris.com | 1 (800) 779 - 2104



3194-C Airport Loop Drive
Costa Mesa, CA 92626
800-779-2104
www.simpluris.com

Estimate Number: 20251211-PJI-04
Estimate Date: 12/11/2025
Estimate Expiration Date: 3/11/2026

Prepared By: Patrick Ivie
Telephone Number (mobile): 310.995.6455
Email: pivie@simpluris.com

Plaintiff Counsel Contact
Attorney: **Charlie Sweeny, Esq.**
Firm: Sweeny Law, PC
Email: charlie@sweenylaw.com

Opposing Counsel Contact
Attorney: **Melissa Huether, Esq.**
Firm: Fisher & Phillips
Email: mhuether@fisherphillips.com

Case Name: Sandez v. Miner's Ace Hardware
CA: Ventura County; Case No. 56-2022-00567741-CU-OS-VTA
PAGA Settlement

Assumptions

In addition to the assumptions enumerated below, this estimate assumes that

- (1) Simpluris will receive data in a single, complete file; (2) there will be no substantial change to class size or in response rate;
- (3) administration costs will be paid from the QSF, and (4) Simpluris will submit revisions to this estimate to account for any material changes to scope.

Anticipated Class Size:	1,181	Undeliverable Rate:	10%
Claims Rate:	n/a	Call Rate:	4%
Opt-out Rate:	n/a	Average Call Length:	4 Minutes
Language(s) for Communication	EN/SP	Fund Distribution:	Simpluris
Reminder Mailing:	n/a	Number of Distributions:	1
Unclaimed Funds:	Escheat	State(s):	CA
Lengths of Administration:	6 Months	Tax Years:	1

Case Setup

- Data compilation: develop case-specific response tracking

Category	Unit Value	# of Units	Total
Project Manager - Case Setup	\$110.00	2	\$220.00
Database Manager - Initial Data Analysis	\$125.00	3	\$375.00
Total:			\$595.00

Contact Center

- Establish case-specific toll-free number and 24/7 IVR
- Assuming 4-minute calls

Category	Unit Value	# of Units	Total
Call Center Set Up	\$350.00	1	\$350.00
Toll Free Monthly Maintenance	\$95.00	6 Months	\$570.00
IVR (includes toll-free number charges)	\$15.00	4	\$60.00
Subtotal			\$980.00

Award Disbursement

- Establish 26 CFR § 1.468B-1 compliant Qualified Settlement Fund ("QSF")
- Spanish translation of the notice
- Disburse 2-page cover letter with award payments and tax document
- Uncashed checks to the State Controller's Unclaimed Property Fund
- Conduct regular and annual IRS-mandated QSF reporting and reconciliation (one per calendar year)
- Complete all required filings with state and federal tax authorities

Category	Unit Value	# of Units	Total
Disbursement Data Preparation	\$125.00	3	\$375.00
Disbursement Manager - Data Validation	\$90.00	3	\$270.00
Setup Banking Account/QSF	\$675.00	1	\$675.00
QSF Monthly Maintenance	\$125.00	6	\$750.00
Spanish Translation (assuming 900 words)	\$0.25	900	\$225.00
NCOA/CASS/LACS	\$0.14	1,181	\$165.34
Print & Mail Notice, Check and Tax Documents	\$1.40	1,181	\$1,653.40
Postage	\$0.72	1,181	\$850.32
Process Returned Checks	\$0.20	119	\$23.80
Skip Trace Search Undeliverable Checks	\$0.12	119	\$14.28
Remail Checks (Includes Postage)	\$2.40	119	\$285.60
Escheat Uncashed Checks	\$500.00	1	\$500.00
QSF Reporting and Final Declaration	\$500.00	1	\$500.00
Reissue Checks / Mailing	\$2.50	5	\$12.50
Reissue 1099s	\$2.50	5	\$12.50
Responding to IRS/State/Agency Inquiries	\$75.00	2	\$150.00
QSF Annual Tax Reporting and Reconciliation	\$850.00	1	\$850.00
Distribution Manager	\$90.00	2	\$180.00
Total:			\$7,492.74

Case Completion

- Final audit and review
- Send final declaration and reporting to counsel

Category	Unit Value	# of Units	Total
Data Manager-Final Reporting	\$125.00	2	\$250.00
Clerical-Clean Up Any Misc.	\$45.00	2	\$90.00
Project Manager-Wrap-up Final Issues	\$110.00	2	\$220.00
Total:			\$560.00

Total Estimated Cost of Administration:	\$9,628
Less Client Courtesy Discount:	-\$2,000
Discounted Total:	\$7,628
Not-To-Exceed Total:	\$10,000

Terms and Conditions

All administration services to be provided by Simpluris to Client, are provided subject to the following terms and conditions ("Agreement"):

1. Services: Simpluris agrees to provide Client those services set forth in the Proposal (the "Services") to which these terms and conditions are attached and which has been provided to Client. As compensation for such Services, Client agrees to pay the fees for Services outlined in the Proposal. Simpluris will often take direction from Client's representatives, employees, agents and or professionals (collectively, the "Client Parties") with respect to the Services. The parties agree that Simpluris may rely upon, and Client agrees to be bound by, any direction, advice or information provided by the Client Parties to the same extent as if provided by Client. Client agrees and understands that Simpluris shall not provide Client or any other party with any legal advice.

2. Fee Estimates Not Binding: Simpluris and Client acknowledge that it is difficult to determine all necessary work required for the Services or the total amount of fees that may be incurred in performing the Services. Client agrees that fees for Services described in the Proposal are estimated based on the requirements provided by Client. Actual fees charged by Simpluris may be greater or less than such estimate. Client specifically agrees that it will be responsible for the payment of all such fees. Simpluris will provide estimates and budgets, but they are not intended to be binding; are subject to unforeseen circumstances, and by their nature are inexact.

3. Billing and Payment: Simpluris will invoice Client on a regular basis unless a specific timeframe is otherwise set forth in the Proposal. Client shall pay all invoices within 30 days of receipt. Amounts unpaid after thirty (30) days are subject to a service charge at the rate of 1.5% per month or, if less, the highest rate permitted by law. Services are not provided on a contingency basis and Client shall remain liable to Simpluris for all fees incurred by Simpluris in performing the Services, regardless of any circumstance that impacts the outcome of Client's matter, including but not limited to, court decisions, actions by the parties, or a failure to consummate a settlement.

4. Further Assurances: Client agrees that it will use its best efforts to include provisions reasonably acceptable to Simpluris in any relevant court order, settlement agreement or similar document that provide for the payment of Simpluris' fees and expenses hereunder. No agreement to which Simpluris is not a party shall reduce or limit the full and prompt payment of Simpluris' fees and expenses as set forth herein and in the Proposal.

5. Rights of Ownership: The parties understand that the software programs and other materials furnished Simpluris to Client and/or developed during the course of the performance of Services are the sole property of Simpluris. The term "program" shall include, without limitation, data processing programs, specifications, applications, routines, and documentation. Client agrees not to copy or permit others to copy the source code from the support software or any other programs or materials furnished to Client. Fees and expenses paid by Client do not vest in Client any rights in such property, it being understood that such property is only being made available for Client's use during and in connection with the Services provided by Simpluris.

6. Bank Accounts: Simpluris will establish a demand deposit checking account for funds received related to a distribution, unless directed otherwise in writing by the parties or unless the settlement agreement stipulates otherwise. Simpluris may derive financial benefits from financial institutions in connection with the deposit of such settlement funds with such institutions. Such amounts may be retained by Simpluris as a financial benefit and to offset administration costs including FDIC deposit insurance recordkeeping. In addition, Simpluris may also be required to establish a Qualified Settlement Fund ("QSF") to hold the settlement funds. Simpluris may derive financial benefits from the QSF in the form of interest payments derived therefrom. The amounts held pursuant to these Terms and Conditions are at the sole risk of Client and, without limiting the generality of the foregoing, Simpluris shall have no responsibility or liability for any diminution of the fund that may result from any deposit made with a financial institution including any losses resulting from a default by such institution or other credit losses. It is acknowledged and agreed that Simpluris will have acted prudently in depositing the fund at such institution.

7. Retention of Documents & Data: Unless otherwise required in writing by the Client or court orders, all returned/undeliverable physical documents will be securely shredded after the data has been confirmed uploaded to our systems. Simpluris will retain bank and tax documents for such period of time as it determines is required to maintain compliance with various federal and state law requirements. Unless otherwise required in writing by the Client or court orders, Simpluris will adhere to the Company's data deletion policies and will destroy all remaining project-related information from our systems three (3) years after the conclusion of the project. Storage beyond three (3) years is available upon request and will be billed as incurred.

8. Limitation of Liability; Disclaimer of Warranties: Simpluris warrants that it will perform the Services diligently, with competence and reasonable care. In no event will Simpluris be liable to Client or any third party for any claims, losses, costs, penalties, fines, judgments, tax activities, lost profits or business opportunities, business interruptions or delay, special, exemplary, punitive, consequential, indirect or incidental damages relating to the performance of the Services, regardless of whether Client's claim is for breach of contract, tort (including negligence and strict liability) or otherwise, regardless of whether such damage was foreseeable and whether such party has been advised of the possibility of such damages. Simpluris' cumulative liability for damages to Client hereunder will be limited to the total fees charged or chargeable to Client for the particular portion of the Services affected by Simpluris' omission or error. THE WARRANTIES SET FORTH IN THIS SECTION ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE.

9. Force Majeure: To the extent performance by Simpluris of any of its obligations hereunder is substantially prevented or delayed by reason of any act of God, flood, fire, earthquake or explosion, war, terrorism, invasion, riot or other civil unrest, embargoes or blockades in effect on or after the date

that Simpluris began performing Services, epidemic, pandemic, quarantine, civil commotion, national or regional emergency, strikes, labor stoppages or slowdowns or other industrial disturbances, passage of Law or any action taken by a governmental or public authority, including imposing an export or import restriction, quota, or other restriction or prohibition or any complete or partial government shutdown, or national or regional shortage of adequate power or telecommunications or transportation or because of any other matter beyond Simpluris' reasonable control, then Simpluris' performance shall be excused and this Agreement, at Simpluris' option, be deemed suspended during the continuation of such condition and for a reasonable time thereafter.

10. Rights in Data: Client agrees that it will not obtain, nor does Simpluris convey, any rights of ownership in the programs, system data, or materials provided or used by Simpluris in the performance of the Services.

11. Electronic Communications: During the provision of the Services, the parties may wish to communicate electronically with each other at a business e-mail address. However, the electronic transmission of information cannot be guaranteed to be secure or error free and such information could be intercepted, corrupted, lost, destroyed, arrive late or incomplete or otherwise be adversely affected or unsafe to use. Accordingly, each party agrees to use commercially reasonable procedures to check for the then most commonly known viruses and to check the integrity of data before sending information to the other electronically, but each party recognizes that such procedures cannot be a guarantee that transmissions will be virus free. It remains the responsibility of the party receiving an electronic communication from the other to carry out a virus check on any attachments before launching any documents whether received on disk or otherwise.

12. Notice: Any notice required or permitted hereunder shall be in writing and shall be delivered personally, by, or sent by registered mail, postage prepaid, or overnight courier to the address identified by each Party in the Proposal. Notice 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. Notice should be addressed to an officer or principal of Client and Simpluris, as the case may be.

13. Waiver: Failure or delay on the part of a party to exercise any right, power or privilege hereunder shall not operate as a waiver thereof or any of other subject, right, power or privilege.

14. Termination: Client may terminate the Services at any time upon 30 days prior written notice to Simpluris. Termination of Services shall in no event relieve Client of its obligation make any payments due and payable to Simpluris for Services rendered up to the effective date of Termination. Simpluris may terminate this Agreement (i) for any reason upon no less than 60 days prior written notice to the Client; or (ii) upon 15 calendar days' prior written notice if the Client is not current in payment of fees.

15. Jurisdiction: These Terms and Conditions will be governed by and construed in accordance with the laws of the state of California, without giving effect to any choice of law principles.

16. Survival: Any remedies for breach of this Agreement, this Section and the following Sections will survive any expiration or termination of this Agreement: Section 8 - Limitation of Liability; Disclaimer of Warranties, Section 10 – Rights in Data, and Section 15- Jurisdiction, 17 -Confidentiality, and Section 18 – Indemnification.

17. Confidentiality: Simpluris maintains reasonable and appropriate safeguards to protect the confidentiality and security of data provided by Client to Simpluris in connection with the Services. If, pursuant to a court order or other proceeding, a third-party requests that Simpluris to disclose any confidential data provided by or for Client, Simpluris will promptly notify the Client unless prohibited by applicable law. Client will then have the option to provide Simpluris with qualified legal representation at Client's expense to defend against such request. If, pursuant to a court order, Simpluris is required to disclose data, produce documents, or otherwise act in contravention of the obligation to maintain confidentiality set forth in these terms and conditions, Simpluris will not be liable for breach of said obligation.

18. Indemnification: Client will indemnify and hold Simpluris (and the officers, employees, affiliates and agents) harmless against any losses whatsoever incurred by Simpluris, arising out of any action by a third party, including governmental agencies, in connection with , or related to (i) any breach of the terms by Client; (ii) the processing and handling of any payment by Simpluris 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 Simpluris pursuant to Client's instructions.

19. Severability: If any term or condition or provisions of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

20. Database Administration: Simpluris' database administration for Client assumes that Client will provide complete data that includes all information required to send notifications and calculate and mail settlement payments. Data must be provided in a complete, consistent, standardized electronic format. Simpluris' standardized format is Microsoft Excel, however, Simpluris may accept other formats at its discretion. Further developments or enhancements to non-standardized data will be billed to Client by Simpluris on a time and materials basis according to Simpluris' Standard Rates.

21. 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.