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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF PLACER

SARAH THURSTON, individually and on
behalf of others similarly situated, and as an
aggrieved employee and Private Attorney
General,

Plaintiff,

vs.

PLACE INDUSTRIES, INC. D.B.A. DUTCH
BROS COFFEE, a California corporation; and
DOES 1 through 50, inclusive,

Defendants.

Case No. S-CV-0048697

**DECLARATION OF HEATHER DAVIS
IN SUPPORT OF MOTION FOR ORDER
APPROVING CALIFORNIA LABOR
CODE PRIVATE ATTORNEYS
GENERAL ACT SETTLEMENT AND
ENTERING JUDGMENT**

Hearing Date: September 23, 2025
Hearing Time: 8:25 a.m.
Department: 42

Complaint Filed: July 1, 2022
Trial Date: Not Set

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I, Heather Davis, declare as follows:

1. I am an attorney duly admitted to the Bar of the State of California and all United States District Courts in the State of California. I am a Partner with Protection Law Group, LLP, counsel of record for Plaintiff Carla Cornelious (“Plaintiff Cornelious”). I make this declaration in support of Plaintiffs’ Motion for Order Approving California Labor Code Private Attorney General Act Settlement and Entering Judgement (“Approval Motion”). Attached hereto as **Exhibit 1** is a true and correct copy of the Parties’ PAGA Settlement Agreement (hereinafter “Settlement” or “Agreement”). A true and correct copy of the proposed PAGA Settlement Notice, is attached to the Agreement as **Exhibit A**. Unless indicated otherwise, I have personal knowledge of the facts stated herein and if called as a witness I could and would competently testify thereto.

PLAINTIFF'S COUNSEL'S BACKGROUND AND EXPERIENCE

2. I am a duly licensed attorney and have been a member of the Colorado State Bar since 1998, the California State Bar since 2005, and the Arizona State Bar since 2007. I graduated from the University of Denver School of Law in 1998, and I am licensed to practice before all courts of the State of California and Colorado as well as the State of Arizona and District Courts throughout the country.

3. Prior to opening my law firm, I developed particular experience in the area of wage and hour litigation. For instance, between 2007 and 2013, I joined the law firm of Littler Mendelson, P.C., the largest labor and employment law firm in the United States.

4. During my employment with Littler Mendelson, P.C., I continued my practice of employment law and was responsible for and defended dozens of complex class actions, including some of the largest representative and class actions brought under the California Labor Code, including meal and rest break violations, overtime, minimum wage claims, off-the-clock work and other related wage claims. My practice included the management of dozens of class actions. My management of these cases included taking and defending hundreds of depositions and interviews

1 of hundreds of putative class members, as well as extensive state, federal and appellate briefing on
2 hundreds of wage and hour issues involving class actions.

3 5. During my employment at Littler Mendelson, I played a significant role in the class
4 actions for which I was responsible. In particular, I was often in charge of leading the strategy of
5 the cases and drafting all of the briefs. I received a wide-array of wage and hour class action
6 experience performing the following types of tasks: drafting demurrers; motions to strike and/or
7 dismiss; removing actions from state court to federal court; drafting and responding to written
8 discovery; drafting and opposing discovery related motions; arguing discovery related motions;
9 drafting motions to consolidate related matters; interviewing putative class members and obtaining
10 declarations in connection with class certification; drafting oppositions to motions for class
11 certification; drafting motions for decertification following class certification; conducting
12 exposure analyses to assess the strengths and weaknesses of asserted claims, the likelihood of
13 prevailing at class certification and potential damages resulting from such claims; drafting
14 mediation briefs; serving as the primary contact to in-house counsel; deposing plaintiffs and
15 putative class members; deposing retained expert witnesses; and defending the depositions of
16 corporate witnesses. In short, I played an integral role in all aspects of litigation from the inception
17 of a matter through and beyond class certification.

18 6. During my practice in other jurisdictions and continuing today, I have been
19 primarily devoted to working in employment law and on complex class action and representative
20 litigation and multi-plaintiff work.

21 7. Protection Law Group, LLP is a law firm specifically devoted to the representation
22 of employees against employers in California involving claims relating to violations of the
23 California Labor Code, including claims for failure to pay all wages owed, failure to pay overtime
24 premiums, failure to pay meal and rest premiums and failure to provide accurate wage records.
25 The practice of employment law is a very specific, narrow field which requires diligence in an
26 ever-evolving field of substantive and procedural law.

1 8. Although not exhaustive, below is a representative list of several of the wage and
2 hour class actions that I performed substantial work on while I was an attorney with Littler
3 Mendelson, including, but not limited to: *Villacres v. ABM Industries, Inc.*, 189 Cal.App.4th 562
4 (2010); *Brizuela v. Copart, Inc.*, CIVRS11101592, (San Bernardino Superior Court class action
5 settlement); *Augustus v. ABM Industries, Inc.*, BC336416, 2 Cal. 5th 257 (2016); *Tagaki v. United*
6 *Airlines*, 2:11-CV9191 (Central District class action settlement); *Babasa v. Comerica, Inc.*, 3:11-
7 CV00595; *Leyva v. Medline Industries, Inc.* 5:11-cv-00164 (Central District); *Blue v. Coldwell*
8 *Banker Residential Brokerage Co.*, BC417335, (Los Angeles Superior Court, class action
9 settlement); and *Acosta v. Texwood Industries, Inc.*, 2:07-cv-03237-DDP-PLA (Central District
10 class action settlement).

11 9. Since opening my firm, I have served as lead counsel or co-class counsel in several
12 wage and hour class and/or representative actions seeking wages and penalties owed on behalf of
13 employees for which final approval of the settlement or class certification has been granted,
14 including, but not limited to the following:

- 15 • *Holzer v. Wedbush Securities, Inc.*, BC 550462 (Los Angeles County Superior Court
16 wage and hour class action certifying class of independent contractors and appointing
17 Protection Law Group, LLP as class counsel);
- 18 • *White v. Windy Pizza Plus, LLC*, BC593377 (Los Angeles County Superior Court
19 wage and hour class action certifying class of all non-exempt employees and
20 appointing Protection Law Group, LLP as class counsel);
- 21 • *Morera v. Continental Assets Mgmt.*, BC502003, (Los Angeles County Superior Court
22 wage and hour class action appointing Protection Law Group, LLP as class counsel in
23 settlement);
- 24 • *Fong et al. v. Regis Corporation*, 3:13-cv-13-04497 VC, (United States District Court,
25 Northern District of California, wage and hour class action settlement and
26 appointment Protection Law Group, LLP as class counsel in settlement);

- *Espinoza v. Financial Partners Credit Union*, BC502165 (Los Angeles County Superior Court wage and hour Class action appointing Protection Law Group, LLP as class counsel in settlement);
- *Kesheshian, et al v. S. Cal. Logistics*, BC557981 (Los Angeles County Superior Court wage and hour class action appointing Protection Law Group, LLP as class counsel in settlement);
- *Sampson v. 24 HR Homecare LLC*, BC586019 (Los Angeles County Superior Court wage and hour class action);
- *Glenn v. Decron Properties Corp.*, BCC 578035 (Los Angeles County Superior Court wage and hour class action appointing Protection Law Group, LLP as class counsel in settlement);
- *Torres v. Auto Rescue et al.*, RIC 1509900 (Riverside County Superior Court wage and hour class action appointing Protection Law Group, LLP as class counsel in settlement);
- *Kashanian v. Plus Labs, Inc.*, 2016-1-CV-294231 (Santa Clara County Superior Court wage and hour class action appointing Protection Law Group, LLP as class counsel in settlement);
- *Cadena v. Tetra Property Management*, 257425 (Tulare County Superior Court wage and hour class action appointing Protection Law Group, LLP as class counsel in settlement);
- *Drayton v. Hollywood Park Casino*, BC593935 (Los Angeles County Superior Court wage and hour class action appointing Protection Law Group, LLP as class counsel in settlement);
- *Khan v. FPI Management, Inc.*, JCCP4819 (Los Angeles County Superior Court wage and hour class action appointing Protection Law Group, LLP as class counsel in settlement);

- 1 • *Byrd v. Masonite Corp.*, 5:16-cv-00035-JGBKK (United States District Court, Central
2 District of California appointing Protection Law Group, LLP as class counsel in
3 settlement);
- 4 • *Hadrick v. Woodmont Real Estate Serv., et al.*, CIV 530405 (San Mateo County
5 Superior Court wage and hour class action appointing Protection Law Group, LLP as
6 class counsel in settlement);
- 7 • *Utterbach v. Daylight Transport, LLC et al.*, BC600994 (Los Angeles County
8 Superior Court wage and hour class action appointing Protection Law Group, LLP as
9 class counsel in settlement);
- 10 • *Eiden v. Olive & June*, BC654685 (Los Angeles County Superior Court wage and hour
11 class action appointing Protection Law Group, LLP as class counsel in settlement);
- 12 • *Lemus v. Slater Inc.*, CIVDS1703633 (San Bernardino County Superior Court wage
13 and hour class action appointing Protection Law Group, LLP as class counsel in
14 settlement);
- 15 • *Deluna v. Amerit Fleet Solutions et al.*, CIVDS1721564 (San Bernardino County
16 Superior Court wage and hour class action appointing Protection Law Group, LLP as
17 class counsel in settlement);
- 18 • *Stone v. Universal Protection Services*, AAA Case No. 01-15-0002-7497 (American
19 Arbitration Association wage and hour class action appointing Protection Law Group,
20 LLP as class counsel in settlement on behalf of class of 75,000+ putative class
21 members);
- 22 • *Commick v. Prometheus Real Estate Group*, CIV531264 (San Mateo County Superior
23 Court wage and hour class action appointing Protection Law Group, LLP as class
24 counsel in settlement);
- 25 • *Martinez v. AMRO Fabricating Corp.*, BC681938 (Los Angeles County Superior
26 Court wage and hour class action appointing Protection Law Group, LLP as class

- counsel in settlement);
- *Ramirez v. Western National Properties*, BC639319 (Los Angeles County Superior Court wage and hour class action appointing Protection Law Group, LLP as class counsel in settlement);
 - *Hernandez v. Access Dental Plan et. al*, 34-2017-00220944 (Sacramento County Superior Court wage and hour class action appointing Protection Law Group, LLP as class counsel in settlement);
 - *Fernandez v. Sumitomo Rubber North America, Inc.*, CIVDS 1803211 (San Bernardino County Superior Court wage and hour class action appointing Protection Law Group, LLP as class counsel in settlement);
 - *Gomez v. Fairway Staffing Services, Inc.*, BC689771 (Los Angeles County Superior Court wage and hour class action appointing Protection Law Group, LLP as class counsel in settlement);
 - *Fuentes v. Communications Test Design, Inc.*, CIVDS1802427 (San Bernardino County Superior Court wage and hour class action appointing Protection Law Group, LLP as class counsel in settlement);
 - *Hartline v. Senior Operations, LLC*, BC697665 (Los Angeles County Superior Court wage and hour class action appointing Protection Law Group, LLP as class counsel in settlement);
 - *Carrozzella v. Basalite Concrete Products, LLC*, 34-2014-00220214 (Sacramento County Superior Court wage and hour class action appointing Protection Law Group, LLP as class counsel in settlement);
 - *Howey v. Battery Systems, Inc.*, 2026114 (Stanislaus County Superior Court wage and hour class action appointing Protection Law Group, LLP as class counsel in settlement);
 - *Correa v. Cashbak, LLC*, BC723845 (Los Angeles County Superior Court wage and

hour class action appointing Protection Law Group, LLP as class counsel in settlement);

- *Lemus v. Cass Construction*, 37-2017-00028180 (San Diego County Superior Court wage and hour class action appointing Protection Law Group, LLP as class counsel in settlement);
- *Sales v. J.S. International Shipping Corp.*, 18CIV05048 (San Mateo County Superior Court wage and hour class action appointing Protection Law Group, LLP as class counsel in settlement);
- *Aparicio v. Advantage Painting*, CIVDS2013809 (San Bernardino County Superior Court approving PAGA Settlement);
- *Rodriguez v. TheRealReal, Inc.*, CGC-19-574661 (San Francisco County Superior Court approving PAGA Settlement);
- *Parm v. Think Together*, CIVDS1823659 (San Bernardino County Superior Court approving PAGA Settlement);
- *Casey-Neith v. Pacific Union Financial*, 30-2018-01014980 (Orange County Superior Court approving PAGA Settlement);
- *Wallace v. Alvarado Restaurant Group, LLC*, 20STCV26260 (Los Angeles County Superior Court approving PAGA Settlement);
- *Adams v. West Marine Products, Inc.*, 19CIV00436 (San Mateo Superior Court wage and hour class action appointing Protection Law Group, LLP as class counsel in settlement);
- *Coronel, et al. v. CMH Manufacturing, Inc., et al.*, RIC2003070 (Riverside County Superior Court approving PAGA Settlement);
- *Corea v. KHRG Argyle LLC, et al.*, 20STCV09640 (Los Angeles County Superior Court wage and hour class action appointing Protection Law Group, LLP as class counsel in settlement); and

- 1 • *Hernandez v. Acceptance Insurance Agency of Tennessee Inc.*, 20STCV03873 (Los
- 2 Angeles County Superior Court wage and hour class action appointing Protection Law
- 3 Group, LLP as class counsel in settlement).
- 4 • *Elliott v. Safeamerica Credit Union*, RG19016356 (Alameda County Superior Court
- 5 approving Class Action and PAGA Settlement)
- 6 • *Herrera et al. v. Anixter, Inc. et al.*, 30-2020-01142893-CU-OE-CXC (Orange County
- 7 Superior Court approving Class Action and PAGA Settlement);
- 8 • *Alvarez v. 2H Construction, Inc.*, 21STCV05675 (Los Angeles County Superior Court
- 9 approving Class Action and PAGA Settlement);
- 10 • *Bahena v. New Way Landscape & Tree Services*, 37-2020-00030533-CU-OE-CTL
- 11 (San Diego County Superior Court approving Class Action and PAGA Settlement);
- 12 • *Guerrero v. Food Technology and Design, LLC*, 18STCV02304 (Los Angeles County
- 13 Superior Court approving Class Action Settlement);
- 14 • *Gonzalez v. Vista Pacifica Enterprises, Inc.*, RIC2001557 (Riverside County Superior
- 15 Court approving PAGA Settlement);
- 16 • *Alvarado v. Kiwi II Construction, Inc.*, RIC2001558 (Riverside County Superior
- 17 Court approving PAGA Settlement);
- 18 • *Carrillo v. Weartech International, Inc.*, 30-2020-01151333-CU-OE-CXC (Orange
- 19 County Superior Court approving Class Action and PAGA Settlement);
- 20 • *McCrumb v. Trifecta Management Group, Inc. et al.*, BCV-19-100621 (Kern County
- 21 Superior Court approving Class Action and PAGA Settlement);
- 22 • *Andrade v. Dirt Movers, Inc.*, STK-CV-UOE-2021-0008346 (San Joaquin County
- 23 Superior Court approving Class Action and PAGA Settlement);
- 24 • *Barela v. Quail Park Retirement Village, LLC*, VCU282224 (Tulare County Superior
- 25 Court approving Class Action Settlement)
- 26 • *Martinez v. Merit Logistics, LLC*, RIC2001625 (Riverside County Superior Court

- 1 approving Class Action an PAGA Settlement)
- 2 • *Aguilar v. Animal Supply Company, LLC*, 19STCV31413 (Los Angeles County
- 3 Superior Court approving Class Action and PAGA Settlement)
- 4 • *Marquez v. Collabera Inc.*, 37-2022-00010988-CU-0E-CT (San Diego Superior Court
- 5 approving Class Action and PAGA Settlement);
- 6 • *Hernandez v. Baltazar Construction, Inc.*, 21STCV11456 (Los Angeles County
- 7 Superior Court approving Class Action and PAGA Settlement)
- 8 • *Cortez v. Perfect Pac L.P.*, MCV084722 (Madera County Superior Court approving
- 9 Class Action and PAGA Settlement)
- 10 • *Rivera v. J.B. Wholesale Roofing and Building Supplies, Inc.*, 21TRCV00503 (Los
- 11 Angeles County Superior Court approving Class Action and PAGA Settlement)
- 12 • *McCoy v. Road Runner Sports, Inc.*, 19STCV37733 (Los Angeles County Superior
- 13 Court approving Class Action and PAGA Settlement)
- 14 • *Lopez v. Bio-Reference, LLC*, 21STCV46533 (Los Angeles County Superior Court
- 15 approving Class Action and PAGA Settlement)
- 16 • *Holladay v. Grandcare Health Services, LLC et al.*, 20STCV42115 (Los Angeles
- 17 County Superior Court approving Class Action and PAGA Settlement)
- 18 • *Brooks v. Younger MFG, Co.*, 19STCV20386 (Los Angeles County Superior Court
- 19 approving Class Action and PAGA Settlement)
- 20 • *Jurado v. Aequor Healthcare Services, LLC, et. al*, 21STCV06001 (Los Angeles
- 21 County Superior Court approving Class Action and PAGA Settlement)
- 22 • *Ray et.al v. Unical Aviation, Inc.*, CIVDS1804952 (Lead Case) (San Bernardino
- 23 County Superior Court approving Class Action and PAGA Settlement)
- 24 • *McGrew v. Pabon Construction Company*, 21STCV30819 (Los Angeles County
- 25 Superior Court approving Class Action and PAGA Settlement)
- 26 • *Mijangos v. Grant Construction Inc.*, BCV-23-102043-TMS (Kern County Superior

- 1 Court approving Class Action and PAGA Settlement)
- 2 • *Parrott v. Knorr Systems Int'l, LLC et.al.*, 30-2022-01268047-CU-OE-CXC (Orange
- 3 County Superior Court approving Class Action and PAGA Settlement)
- 4 • *Gonzalez et.al. v. Children's Home of Stockton*, STK-CV-UOE-2022-0006373 (San
- 5 Joaquin County Superior Court approving Class Action and PAGA Settlement)
- 6 • *Mijangos v. Grant Construction Company*, BCV-23-102043 (Kern County Superior
- 7 Court approving Class Action and PAGA Settlement)
- 8 • *Varela v. McKinley Children's Center*, 22STCV17487 (Los Angeles County Superior
- 9 Court approving Class Action and PAGA Settlement)
- 10 • *Torres v. Jan Marini, Skin Research, Inc.*, 22CV401294 (Santa Clara County Superior
- 11 Court approving Class Action and PAGA Settlement)
- 12 • *Muir v. Dave's World, Inc. dba Tahoe Dave's Skis & Boards*, S-CV-0049251 (Placer
- 13 County Superior Court approving Class Action and PAGA Settlement)
- 14 • *Garcia v. City Wide Property Services, Inc.*, 34-2022-00328787 (Sacramento County
- 15 Superior Court approving Class Action and PAGA Settlement)
- 16 • *Cazarez et. al v. West Coast Drywall & Co., Inc.*, RIC1902851 (Riverside County
- 17 Superior Court approving Class Action and PAGA Settlement)
- 18 • *Villanueva v. RedRock Technologies, Inc.*, 30-2022-01263687-CU-OE-CXC (Orange
- 19 County Superior Court approving Class Action and PAGA Settlement)
- 20 • *Renteria v. Paramount Export Company*, 23CV028255 (Alameda County Superior
- 21 Court approving PAGA Settlement)
- 22 • *Martinez v. L.A. County Masonry, Inc.*, 23STCV22388 (Los Angeles County Superior
- 23 Court approving Class Action and PAGA Settlement)
- 24 • *Cortez v. Direct Painting, Inc.*, 23STCV02248 (Los Angeles County Superior Court
- 25 approving Class Action and PAGA Settlement)

26 10. Including myself, Protection Law Group includes ten (10) attorneys, all of whom

1 actively and continuously represent plaintiffs in employment class actions and representative
2 actions, in Superior Courts throughout the State of California, in the Court of Appeal, and in
3 various Federal courts. Because of the unique history and nature of our practice, all of the attorneys
4 at Protection Law Group have a high level of knowledge and experience in labor and employment
5 law.

6 11. I am fully familiar with the legal and factual issues in this case and have specific
7 experience litigating complex wage and hour actions as class actions, including employment cases
8 as set forth above. The Settlement presented here only resulted after having engaged in extensive
9 formal and informal discovery and investigation and is the product of hard-fought litigation and
10 extensive arms' length negotiations. In my opinion as an experienced counsel, the Settlement is
11 fair, reasonable, adequate, and in the best interests of the State and the PAGA Members.

12 **PROCEDURAL HISTORY AND FACTUAL BACKGROUND**

13 12. Plaintiff Sarah Thurston ("Plaintiff") worked for Defendant Place Industries, Inc.
14 dba Dutch Bros. Coffee ("Defendant") as a non-exempt employee from approximately January
15 2019 to September 15, 2021, as an hourly-paid Barista. See Declaration of Sarah Thurston in
16 Support of Motion for Approval ("Thurston Decl.") ¶3.

17 13. On June 30, 2022, Plaintiff, through her Counsel, filed a letter notifying the Labor
18 and Workforce Development Agency ("LWDA") of her intent to seek penalties under the Private
19 Attorneys General Act and provided copies of this letter to Defendant via certified mail. Attached
20 as **Exhibit 2** is a true and correct copy of Plaintiff' PAGA Notice.

21 14. On July 1, 2022, Plaintiff filed her Class Action Complaint in the Placer County
22 Superior Court, Case No. S-CV-0048697, alleging the following nine (9) causes of action: (1)
23 Unpaid Overtime; (2) Unpaid Meal Period Premiums; (3) Unpaid Rest Period Premiums; (4)
24 Unpaid Minimum Wages; (5) Final Wages Not Timely Paid; (6) Wages Not Timely Paid During
25 Employment; (7) Non-Compliant Wage Statements; (8) Failure to Reimburse Business Expenses;
26 and (9) Violation of California Business & Professions Code § 17200, *et seq.*

1 15. On September 6, 2022, Plaintiff propounded and served Defendant with her initial
2 discovery requests consisting of Form Interrogatories – General, Set One, Special Interrogatories,
3 Set One, and Demand for Production of Documents, Set One. Plaintiff Cornelious also served her
4 Notice of Deposition of Defendant’s Person Most Qualified and also sent Defendant a draft of a
5 proposed *Belaire-West* Notice.

6 16. On September 7, 2022, following the expiration of the statutory notice period,
7 Plaintiff filed a First Amended Complaint (“FAC” or “Operative Complaint”) adding a single
8 cause of action for violation of California Labor Code section 2699, *et seq.* (“PAGA”) to the
9 Operative Complaint.

10 17. On November 23, 2022, Defendant filed its Motion to Compel arbitration of
11 Plaintiff’s Individual Claims, Dismiss Class Claims, and Stay the Representative PAGA Claims.

12 18. On November 28, 2022, Defendant served objections and responses to Plaintiff’s
13 propounded Form Interrogatories – General, Set One, Special Interrogatories, Set One, and
14 Demand for Production of Documents, Set One.

15 19. On January 3, 2023, the Court granted Defendant’s Motion to Compel Arbitration
16 and dismissed Plaintiff’s class claims without prejudice, ordered the Plaintiff’s individual wage
17 and hour claims to arbitration, and stayed the non-individual PAGA claim pending the outcome of
18 arbitration.

19 20. On June 23, 2023, Plaintiff submitted her Demand for Arbitration with the
20 American Arbitration Association.

21 21. In or around June 2024, the Parties met and conferred, and agreed to attend a private
22 global mediation of Plaintiff’s PAGA claims only and focus their efforts on mediating the Action
23 with Eve Wagner, Esq., a highly-respected mediator with experience in wage and hour class and
24 representative actions.

25 22. Prior to mediation, Defendant provided Plaintiff with extensive documents
26 regarding the claims brought in this action, including a 20% sampling of time and payroll records

1 for employees during the covered period. Defendant also produced Plaintiff's personnel files, the
2 operative employee handbook and addendum for the covered period, which contained all policies
3 and procedures in place during the PAGA period related to meal breaks, rest breaks, timekeeping,
4 the payment of wages and other relevant areas of investigation.

5 23. On March 13, 2025, the Parties participated in a private mediation with Eve
6 Wagner, Esq. The mediation was hotly contested, but with the help of the mediator, the Parties
7 were able to reach an agreement on the terms of a PAGA Settlement.

8 24. Thereafter, the Parties worked diligently to negotiate and memorialize the terms of
9 the settlement in a Joint Stipulation and Agreement for PAGA Representative Action Settlement.
10 After extensive discussions and revisions to the agreement, the Parties entered into a fully executed
11 PAGA Settlement Agreement on May 31, 2025.

12 25. On or about August 26, 2025, at the same time Plaintiff's Motion for Order
13 Approving California Labor Code Private Attorneys General Act Settlement and Entering
14 Judgment ("Motion") was submitted to the Court, my Office submitted the Settlement Agreement
15 to the LWDA. Attached as **Exhibit 3** is a true and correct copy of an email from the LWDA
16 confirming submission of the proposed Settlement to the LWDA on August 26, 2025.

17 **SUMMARY OF THE TERMS OF SETTLEMENT**

18 26. Plaintiff seeks approval of the proposed PAGA Settlement Agreement.

19 **Definition of PAGA Members**

20 27. The Settlement Agreement defines "Aggrieved Employees" as: "all current and
21 former hourly, non-exempt employees of Defendant Place Industries, Inc. dba Dutch Bros. Coffee
22 who worked in California at any time during the PAGA Period." Settlement Agreement ¶1.4.

23 28. The "PAGA Period" means the period of time from July 4, 2021, to May 13, 2025.
24 Settlement Agreement ¶1.22.

25 **Gross Settlement Amount**

26 29. Subject to Court approval, Plaintiff and Defendant (collectively, the "Parties") have

1 agreed to settle the PAGA claims at issue in the Action for a Gross Settlement Amount (“GSA”)
2 of Three Hundred Ninety-Five Thousand Dollars and Zero Cents (\$395,000.00), to be paid by
3 Defendant. Settlement Agreement ¶¶1.11, 3.1.

4 30. The GSA is inclusive of: (1) Payments to the PAGA Members and the LWDA; (2)
5 Plaintiff’s Counsel’s Fees Payment; (3) Plaintiff’s Counsel’s Litigation Costs; (4) Settlement
6 Administration Costs; and (5) Plaintiff’s Representative Payments. Settlement Agreement ¶¶3.1,
7 3.2, 3.2.1, 3.2.2, 3.2.3, 3.2.4, 3.2.4.1., and 3.2.4.2.

8 31. The GSA allocations are as follows:

- 9 a. Plaintiff’s Counsel’s Fees Payment Award: Thirty-five (35%) of the GSA, which
10 amounts to Two Hundred Fifty Thousand Dollars and Zero Cents (\$138,250.00).
11 Settlement Agreement ¶¶1.11, 1.20, and 3.2.2.
- 12 b. Plaintiff’s Counsel’s Litigation Costs: Twenty Thousand Dollars and Zero Cents
13 (\$20,000.00). Settlement Agreement ¶¶1.11, 1.20, 3.2.2.
- 14 c. Plaintiff’s Representative Payment: Seven Thousand Five Hundred Dollars and
15 Zero Cents (\$7,500.00) each to Plaintiff Sarah Thurston. Settlement Agreement
16 ¶¶1.11, 1.30, 3.2.1.
- 17 d. Settlement Administration Costs: Six Thousand Dollars and Zero Cents
18 (\$6,000.00). Settlement Agreement ¶¶1.11, 1.3, 3.2.3.

19 **Allocation of the Net Settlement Amount**

20 32. The “Net Settlement Amount” (“NSA”) means the Gross Settlement Amount, less
21 Plaintiff’s Counsel’s Fees Payment, Plaintiffs’ Representative Payment, Settlement
22 Administration Costs, and Plaintiff’s Counsel’s Litigation Costs. Settlement Agreement ¶1.16.
23 Based on the amounts above, the NSA will be Two Hundred Twenty-Three Thousand Two
24 Hundred and Fifty Dollars and Zero Cents (\$223,250.00).

25 33. The NSA will be distributed as follows: 75% of the NSA will be paid to the LWDA
26 (“LWDA Payment”), and the remaining 25% will be paid to all PAGA Members (“PAGA

Payment”) on a *pro rata* basis based upon the number of pay periods worked by each PAGA Settlement Member during the PAGA Period. Settlement Agreement ¶¶1.16, 1.25.

34. The Individual Payment of PAGA Members will be treated as 100% civil penalties for which a 1099 will be issued. Settlement Agreement ¶1.20.

35. The “Effective Date” means the “date on which the Approval Order becomes final.” The Approval Order “becomes final” only after the Court grants the Motion for Approval and upon service of the Notice of Entry of Order and/or Judgment, and upon the latter of: (i) if no appeal is filed, the expiration date of the time for the filing or noticing of any appeal from, or other challenge to, the Approval Order and/or Judgment (this time period shall not be less than sixty (60) calendar days after the Court’s Order is entered); (ii) the date of affirmance of an appeal of the Approval Order and/or Judgment becomes final under the California Rules of Court; or (iv) the date of final dismissal of any appeal from the Approval Order and/or Judgment or the final dismissal of any proceeding on review of any court of appeal decision relating to the Approval Order and/or Judgment. Settlement Agreement ¶1.10.

36. Within thirty (30) calendar days of the Effective Date, Defendant shall deliver to the Settlement Administrator the Aggrieved Employee Data in the form of a Microsoft Excel spreadsheet including each PAGA Member’s: (1) name, (2) last-known mailing address, (3) Social Security number, (4) number of PAGA Pay Periods. Settlement Agreement ¶¶1.5, 4.2.

37. Within twenty-one (21) business days of the Effective Date, Defendant will deposit the Three Hundred Ninety-Five Thousand Dollars and Zero Cents (\$395,000.00) into a Qualified Settlement Fund (“QSF”) to be established by the Settlement Administrator. Settlement Agreement ¶¶1.10, 4.3, 7.3.

38. Within fourteen (14) business days following the receipt of the Gross Settlement Amount, the Settlement Administrator shall mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the PAGA Counsel Fees Payment, the PAGA Counsel Litigation Expenses Payment, and Plaintiff’s Representative Service

Award. Settlement Agreement ¶¶3.2, 4.4.

39. Payments to the PAGA Members will be accompanied by a cover letter, substantially similar in content and form to the proposed Notice of Representative Action Settlement. Settlement Agreement ¶¶ 1.18, 4.4.2.

40. The proposed Settlement Agreement is a non-reversionary, non-claims made settlement. All money from the NSA will be distributed to the LWDA and the PAGA Members. No money from the Settlement will revert to Defendant or result in an unpaid residue. Settlement Agreement ¶3.1.

41. All checks to PAGA Members will be sent by the Settlement Administrator and shall remain valid and negotiable for 180 days from the date of their issuance. If an Individual Settlement Payment Check remains uncashed after one hundred eighty (180) calendar days from issuance, the Settlement Administrator shall distribute the value of the uncashed checks to the State Controller's Unclaimed Property Fund in the name of the PAGA Member. In such event, such PAGA Member shall nevertheless remain bound by the Settlement. Settlement Agreement ¶¶ 4.4.1, 4.4.4

Scope of the Release in the Settlement Agreement

42. The Settlement Agreement defines "Released Parties" as "Defendant Place Industries, Inc. dba Dutch Bros. Coffee and each of its past, present, and future parents, subsidiaries, affiliated companies, agents, managing agents, employees, servants, officers, directors, owners (whether direct or indirect), general partners, limited partners, trustees, representatives, shareholders, stockholders, members, franchisors, attorneys, parents, subsidiaries, equity sponsors, related companies/corporations and/or partnerships, divisions, assigns, predecessors, successors, insurers, consultants, joint venturers, joint employers, potential and/or alleged joint employers, temporary staffing agencies, dual employers, potential and/or alleged dual employers, co-employers, potential and/or alleged co-employers, common law employers, contractors, affiliates, service providers, alter-egos, potential and/or alleged alter-egos, vendors,

1 affiliated organizations, suppliers, subrogees, investors, board members, estates, executors,
2 Professional Employer Organizations, any person and/or entity with potential or alleged to have
3 joint liability, and all of their respective past, present and future employees, directors, officers,
4 members, owners, agents, representatives, payroll agencies, attorneys, stockholders, fiduciaries,
5 parents, subsidiaries, other service providers, and assigns and any and all persons and/or entities
6 acting under, by, through or in concert with any of them. Settlement Agreement ¶1.28.

7 43. The Settlement Agreement defines “Release by Plaintiff and Aggrieved
8 Employees” as “any and all claims for PAGA penalties that were alleged, or reasonably could have
9 been alleged, based on the PAGA Period facts stated in the Operative Complaint and/or the PAGA
10 Notice, including, but not limited to, failure to pay minimum wages and overtime including
11 working off the clock and reporting time, failure to provide meal breaks or meal period premiums,
12 failure to provide rest breaks or rest period premiums, failure to timely pay final wages, failure to
13 timely pay wages during employment, failure to provide accurate wage statements, failure to
14 reimburse business expenses, violations of California Business & Professions Code section 17200,
15 California Labor Code sections 201, 202, 203, 204, 210, 225.5, 226, 226.3, 226.7, 510, 512, 558,
16 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2698, 2699 *et seq.*, 2699.3, 2800,
17 2802, California Code of Civil Procedure, section 1021.5, California Code of Regulations, Title 8,
18 Section 11050, and the applicable Industrial Welfare Commission Orders. Settlement Agreement
19 ¶¶1.27, 5.1.

20 44. Plaintiff’s General Release of Individual Claims means “Plaintiff Sarah Thurston,
21 on behalf of herself and her heirs, successors and assigns, shall release, acquit, and forever
22 discharge the Released Parties, from any and all claims, actions, charges, complaints, grievances
23 and causes of action, of whatever nature, whether known or unknown, which exist or may exist on
24 Plaintiff’s behalf as of the date of this Agreement, including, but not limited to, any and all tort
25 claims, contract claims, wage claims, wrongful termination claims, discrimination claims,
26 disability claims, benefit claims, public policy claims, retaliation claims, statutory claims, personal

1 injury claims, emotional distress claims, invasion privacy claims, defamation claims, fraud claims,
2 *quantum meruit* claims, and any and all claims arising under any federal, state or other
3 governmental statute, law, regulation or ordinance, including, but not limited to claims for
4 violation of the Fair Labor Standards Act, the California Labor Code, the Wage Orders of
5 California's Industrial Welfare Commission, other state wage and hour laws, the Americans with
6 Disabilities Act, the Age Discrimination in Employment Act (ADEA), the Employee Retirement
7 Income Security Act, Title VII of the Civil Rights Act of 1964, the California Fair Employment
8 and Housing Act, the California Family Rights Act, the Family Medical Leave Act, California's
9 Whistleblower Protection Act, and California Business & Professions Code section 17200 *et seq.*,
10 and any and all claims arising under any federal, state or other governmental statute, law,
11 regulation or ordinance, excluding only claims that, by law, may not be privately released (the
12 "General Release"). Specifically, Plaintiff waives all rights and benefits afforded by California
13 Civil Code Section 1542. This release specifically excludes claims for unemployment insurance,
14 disability, social security, and workers' compensation (except for claims pursuant to Labor Code
15 Sections 132a and 4553). Settlement Agreement ¶5.2.

16 45. Upon the full and complete funding of the Gross Settlement Amount by Defendant
17 to the Settlement Administrator, Plaintiff, the State of California, and the PAGA Members shall
18 release the Released Parties from the Release by Plaintiff and Aggrieved Employees that arose
19 during the PAGA Period. Plaintiff's General Release shall also be deemed released. Settlement
20 Agreement ¶¶1.27, 5.1, 5.2.

21 46. This release shall apply to claims arising during the PAGA Period and will be
22 binding and effective upon Plaintiff, PAGA Members, and the LWDA, subject to the terms and
23 conditions in the Settlement Agreement and the Court's approval. Settlement Agreement ¶¶5.1,
24 5.2, 11.8.

25 **THE SETTLEMENT IS FAIR AND REASONABLE**

26 **Plaintiff Complied with PAGA's Notice Requirements**

27 DECLARATION OF HEATHER DAVIS IN SUPPORT OF MOTION FOR ORDER APPROVING CALIFORNIA
28 LABOR CODE PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT AND ENTERING JUDGMENT -

1 47. Before bringing a civil action under PAGA, an employee must comply with the
2 notice requirements set forth in Labor Code section 2699.3. Plaintiff complied with this
3 requirement. In addition, the Settlement Agreement and this Motion and supporting papers are
4 being submitted to the California Labor and Workforce Development Agency, as required by
5 California Labor Code section 2699 (s)(2).

6 **Discovery and Arm's-Length Negotiations**

7 48. The Parties engaged in arms-length, non-collusive negotiations at all times. The
8 Parties prepared extensive briefing and argument regarding the strengths and weaknesses of
9 Plaintiff's claims and Defendant's defenses, including engaging in extensive law and motion
10 practice. On March 13, 2025, the Parties engaged in extensive settlement negotiations during a full
11 day mediation with Eve Wagner, Esq., a highly-respected mediator with extensive experience
12 involving wage and hour matters including actions under the Private Attorneys General Act. The
13 settlement negotiations were at arm's length and, although conducted in a professional manner,
14 were adversarial. Defendant at all times maintained that it had complied with California wage and
15 hour laws. Likewise, if this matter had not resolved at mediation, Plaintiffs were prepared to
16 vigorously litigate this dispute including through trial and possible appeals. *See* Settlement
17 Agreement ¶2.2.

18 49. Through the Parties' continued settlement discussions they were able to reach an
19 agreement to resolve the alleged PAGA claims as set forth in their Settlement Agreement. The
20 proposed Settlement was reached at the end of a process that was neither fraudulent nor collusive.
21 To the contrary, counsel for the Parties advanced their respective positions throughout the
22 settlement negotiations.

23 50. The settlement is based upon substantial investigation by experienced Counsel and
24 on the informal and formal discovery conducted. As a result thereof, Plaintiff's Counsel believes
25 the settlement is fair, adequate and reasonable.

26 51. Prior to the March 13, 2025, mediation with Eve Wagner, Esq., the Parties in the

1 Class Action and subsequent Arbitration engaged in extensive formal and informal discovery.
2 Plaintiff served Defendant with Form Interrogatories – General, Special Interrogatories, and
3 Requests for Production of Documents. Defendant responded to these discovery requests and the
4 Parties extensively met and conferred regarding this discovery.

5 52. The Parties in the Class Action also engaged in substantial law and motion practice
6 with Defendant filing a motion to compel arbitration.

7 53. Prior to mediation, Defendant informally produced its written policies in place
8 during the PAGA Period including its employee handbooks, Plaintiff's complete personnel file,
9 and time and payroll data for the aggrieved employees. Defendant also provided Plaintiff with data
10 points necessary for Plaintiff's Counsel to complete a damages analysis and estimate Defendant's
11 potential exposure.

12 54. This discovery, in conjunction with Plaintiff's extensive prior investigation,
13 allowed Plaintiff's Counsel to conduct an informed assessment and analysis of Defendant's
14 potential exposure. The Parties briefed their positions regarding the strengths and weaknesses of
15 their claims, provided their analyses to the mediator, and debated the merits of their respective
16 positions at the mediation.

17 55. Furthermore, negotiations were conducted by highly capable and respected counsel
18 with strong records of vigorous and effective advocacy handling complex wage and hour litigation.

19 **Estimate of Defendant's Potential Exposure**

20 *The Maximum Potential Amount of Penalties*

21 56. Plaintiffs' Counsel reviewed and analyzed the time and payroll records for all
22 aggrieved employees at the time of the mediation, along with other relevant documents and data
23 and, based on this discovery, estimated with all claims adjudicated in favor of Plaintiffs,
24 Defendant's potential liability exceeded \$8,502,118.50 in potential penalties.

25 *Plaintiff's Counsel's Risk-Based Analysis and Adjustments*

26 57. Despite this potentially large liability, substantial barriers to recovery of such

1 penalties exist. First, in order to prevail at trial on his PAGA claim, Plaintiffs would have to prove
2 the underlying Labor Code violations. *See Elliot v. Spherion Pac. Work, LLC*, 572 F.Supp.2d 1169,
3 1181-82 (C.D. Cal. 2008). Plaintiffs' core allegations in the lawsuit are that Defendant
4 systematically violated the California Labor Code by failing to pay its non-exempt employees for
5 all time worked including minimum and overtime wages, failing to provide compliant meal and
6 rest periods, failing to timely pay wages during and upon termination of employment, failing to
7 provide accurate payroll records, and failing to reimburse necessary business expenditures.

8 58. However, Defendant argued that its policies and practices at all times were lawful
9 and complied with California law; challenged Plaintiffs' standing as aggrieved employees and
10 denied that any of its other employees whom Plaintiffs seek to represent are aggrieved; and
11 contended that the claims of Plaintiff Cornelious and other PAGA Members are subject to
12 enforceable agreements.

13 59. Defendant also contended that when determining whether or not to assess a penalty,
14 the court exercises the same discretion as the Labor Commissioner and may reduce the penalties
15 to be assessed against the employer pursuant to California Labor Code section 2699(e)(1)-(2). As
16 such, Defendant contended that, with respect to a PAGA claim, the Court was unlikely to assess
17 cumulative penalties for the maximum number of possible, separate California Labor Code
18 violations, because it would be unjust, arbitrary, oppressive, and/or confiscatory, especially where
19 certain conduct may be governed by multiple provisions of the California Labor Code that are
20 interrelated and work in tandem.

21 60. Defendant maintained that, in addition to their strong arguments against the
22 underlying claims, taking the current unsettled state of law, it would be unjust to award the
23 maximum potential PAGA penalties. There was a dearth of law and guidance regarding trials
24 and/or assessment of penalties under the PAGA statute, and there is no clearly established
25 methodology for the valuation and/or assessment of PAGA penalties. However, the legislature has
26 recently expressed that it no longer intended for employees to recover on a number of derivative

penalties absent evidence that these penalties were willful or intentional and imposed heightened requirements for employees to obtain a heightened \$200 penalty.

61. Moreover, in addition to Defendant's anticipated defenses to the alleged Labor Code violations, my office remained mindful of the fact that PAGA gives the Court discretion to lower the penalties assessed if, based on the facts and circumstances of the particular case, to do otherwise would result in an award that is "unjust, arbitrary and oppressive, or confiscatory." See Cal. Labor Code § 2699(e)(2); *Thurman v. Bayshore Transit Management, Inc.*, 203 Cal.App.4th 1112, 1136 (2012) (holding that a court may reduce the amount of PAGA penalties awarded to an employee based upon discretionary factors)(disapproved on other grounds); *Fleming v. Covidien, Inc.*, 2011 WL 756304718, at *4 (C.D.Cal. Aug. 12, 2011)(reducing PAGA penalties by 80%); *Carrington v. Starbucks Corp.*, 30 Cal.App.5th 504, 529 (2018)(approving reduction in penalties from \$50 per pay period to \$5 per pay period based on good faith attempts to comply with obligations and minimal violations).

62. Finally, my office recognized that protracted litigation of this matter would be an expensive, time-consuming, and extremely uncertain proposition requiring extensive discovery, numerous depositions, and substantial uncertainty. Then, even if Plaintiff prevailed at trial, possible appeals would substantially delay any recovery. Accordingly, there is a significant risk that after years of costly litigation, Plaintiffs could ultimately recover nothing.

63. As such, while Plaintiffs maintain that their PAGA claims are meritorious, my office considered the strengths and weaknesses of each side's respective positions in evaluating the reasonableness of the proposed settlement.

64. Based on the violations alleged above, my office first applied a discount of 70% to account for risks and practical considerations of managing these claims at trial. Next, my office applied a discount of 70% to account for the risks associated with succeeding on the merits, establishing liability, and proving the extent of penalties that are warranted.

65. Finally, my office discounted the remaining penalties an additional 50% in light of

1 the discretionary nature of these penalties by the Court given the circumstances of the Action and
2 the interrelated nature of the alleged claims. This brought the relative value of the PAGA claim to
3 approximately \$382,595.33.

4 66. In light of the Parties' respective legal positions and the risks to potential recovery,
5 it is clear that the Gross Settlement Amount of \$395,000.00 is fair, adequate, and reasonable.

6 **The Settlement Fulfills the Fundamental Purpose of PAGA and is Consistent with**
7 **Other PAGA Settlements Approved by the Court**

8 67. My office was also mindful of the fact that PAGA is fundamentally not intended to
9 be compensatory in nature but is instead intended to facilitate enforcement of California's labor
10 laws by financing state activities and educating and deterring non-compliance.

11 68. After considering this multitude of factors, Plaintiff and Plaintiff's Counsel
12 concluded that it was in the best interest of the State of California and the PAGA Members to enter
13 the Settlement. The overall relief obtained by the Settlement is significant, not only from a
14 monetary perspective, but also because it fulfills the public policy objectives of PAGA—to
15 promote enforcement of California's labor laws, provide funds to the state, and deter future non-
16 compliance by Defendant.

17 69. The Settlement is also well-within the range of settlements of PAGA claims
18 approved by Courts in other cases. *See, e.g.:*

- 19 • *Davis v. Brown Shoe Co.*, 2015 U.S. Dist. LEXIS 149010 (E.D. Cal. 2015) (PAGA
20 Payment of \$5,000 in a \$1.5 million class settlement);
- 21 • *Zamora v. Ryder Integrated Logistics, Inc.*, 2014 U.S. Dist. LEXIS 184096 (S.D.
22 Cal. 2014) (\$7,500 payment to LWDA on a \$1.5 million class settlement);
- 23 • *Lusby v. Gamestop Inc.*, 2015 U.S. Dist. LEXIS 42637 (N.D. Cal. 2015) (\$5,000
24 in a \$500,000 class settlement);
- 25 • *Cruz v. Sky Chefs, Inc.*, 2014 U.S. Dist Lexis 17693 (N.D. Cal. 2014) (\$10,000 to
26 the LWDA out of \$1,750,000 class settlement);

- *Chu v. Wells Fargo Investments, LLC*, 2011 WL 672645, *1 (N.D. Cal. 2011) (PAGA payment of \$7,500 out of \$6.9 million common-fund settlement);
- *Martino v. Ecolab Inc.*, No. 3:14CV04358 (N.D. Cal. 2017) (\$100,000 allotted as PAGA penalties out of \$21,000,000 settlement amount);
- *Franco v. Ruiz Foods, Inc.*, 2012 WL 5941801 at *14 (E.D. Cal. 2013) (\$10,000.00 allotted as PAGA penalties out of \$2.5 million settlement);
- *Garcia v. Gordon Trucking, Inc.*, 2012 WL 5364575 at *3 (E.D. Cal. 2012) (\$10,000 allotted as PAGA penalties out of a \$3.7 million settlement).

70. Thus, taking into consideration both the potential value of the PAGA claim, the significant risks associated with continued litigation and the underlying objective of PAGA, I submit that the Settlement presented herein is fair, reasonable, and adequate.

PLAINTIFF'S COUNSEL'S FEES AWARD

71. My office seeks approval of attorneys' fees in the amount of \$138,250.00, which is thirty-five percent (35%) of the Gross Settlement Amount, and set forth and agreed to as part of the Settlement. Settlement Agreement ¶¶1.19, 1.20, 3.2.2.

72. The requested fee award is well-within the range of reasonableness. Based on my office's attorneys' particular skill in the area, the complex nature of these claims, and the ever-evolving nature of the law related to PAGA, I believe many attorneys would have been unprepared to litigate these claims and unable to obtain the substantial settlement secured by Plaintiff's Counsel. My office has devoted ourselves to pursuing and understanding these types of complex wage and hour cases and were able to successfully litigate this matter despite risks that may have dissuaded other counsel from pursuing this case.

73. Moreover, my office requested thirty-five percent (35%) award is commensurate with: (1) the economic risks Plaintiff's Counsel took in commencing this action on a contingency basis knowing that there would likely be a long battle with a premier defense firm, and as a result of Plaintiff's Counsel's willingness to take on this risk and their efforts in prosecuting this case,

1 the State and the PAGA Members will receive a substantial recovery for violations that would
2 otherwise have gone unaddressed; (2) the time, effort and expense dedicated to the case; (3) the
3 skill and determination we have shown; (4) the results we have achieved through the litigation;
4 and (5) the value of the settlement we have secured for the State of California and PAGA Members.

5 74. Protection Law Group is a small law firm specifically devoted to the representation
6 of employees against employers in California involving claims relating to violations of the
7 California Labor Code, including claims for failure to pay all wages owed, failure to pay overtime
8 premiums, failure to pay meal and rest premiums and failure to provide accurate wage records.
9 The practice of employment law is a very specific, narrow field which requires diligence in an
10 ever-evolving field of substantive and procedural law. The significant time and attention spent on
11 this case meant we could not spend time on other cases or clients.

12 75. As discussed above, my office undertook extensive investigation, analysis, and
13 research prior to filing the lawsuit and during litigation and settlement negotiations. My office has
14 aggressively litigated this case from the initial pleading to the settlement of this Action, including
15 law and motion practice in opposing Defendant's motion to compel arbitration. As a result of these
16 efforts, Defendant agreed to attend mediation rather than proceeding with further litigation. The
17 ongoing work performed by my office's attorneys has been extensive, complex, and ultimately
18 successful in achieving a fair settlement for the PAGA Members and the State. The attorneys
19 actively participated in this litigation, attending client meetings, conducting legal research,
20 participating in case strategy and analysis, drafting, reviewing, and revising pleadings. My office
21 conducted extensive informal and formal discovery, researched defenses raised by Defendant,
22 investigated Defendant's policies, practices, and procedures, and opposed Defendant's motion to
23 compel arbitration before attending mediation. The attorneys also spent significant time drafting
24 and revising the Settlement before the Court. A settlement was finally achieved despite all of these
25 obstacles because of Plaintiff's Counsel's time, effort, experience, and skill.

26 76. In addition to the time and effort required, this matter also required substantial skill

1 to successfully litigate. The skill required to properly litigate this case is evident not only in the
2 results achieved, but in the steps necessary to reach this result. Defendant retained well-respected
3 counsel and vigorously denied liability. Indeed, Defendant and their Counsel felt strongly about
4 Defendant's ability to prevail and mounted several defenses that posed significant threats to
5 Plaintiff's claims, challenged the theories of Plaintiff's Counsel, and promised a strong defense
6 moving forward. Further, in order to evaluate these claims and defenses, Plaintiff's Counsel was
7 required to oppose a motion to compel arbitration, and review and analyze a significant amount of
8 data to determine Defendant's underlying practices and liability, a complex process that took
9 considerable time, energy, and knowledge. This complicated analysis required substantial skill,
10 but my office were able to successfully navigate these challenges because of their extensive
11 experience in complex wage and hour litigation. This settlement, against experienced defense
12 counsel, and despite the existence of several strong defenses, was made possible through Plaintiff's
13 Counsel's skill and reputation in complex employment matters. Moreover, the process of ensuring
14 that the terms of the Settlement were fair took unique skills by counsel well-versed in the state of
15 the law regarding PAGA settlements, defense counsel, and the appropriateness of the terms for
16 this settlement.

17 77. The Settlement represents a fair resolution of this case given the risks inherent in
18 litigating it through trial and possible appeals. As discussed at length above, although I believe that
19 Plaintiff would prevail at trial, a number of risks reduced value of the case. Had the case not settled,
20 Defendant would have vigorously challenged manageability and liability, and sought drastic
21 reduction in the amount of any penalties assessed. Preparing the case for trial would have been
22 extraordinarily expensive and risky proposition. In contrast, settlement at this stage guarantees
23 immediate recovery for the State of California and the PAGA Members. Indeed, despite these
24 challenges Plaintiff faced moving forward, Plaintiff was able to negotiate and reach a non-
25 reversionary Gross Settlement Amount of \$395,000.00, which is an outstanding result for a
26 settlement limited to penalties arising under PAGA and which does not affect the PAGA Members'

1 individual wage claims.

2 78. Additionally, this case was litigated on a contingency basis. Had my office been
3 unsuccessful, they would not receive any fee or recover any portion of their expenses spent
4 litigating this matter. My office has borne all risks and costs associated with the litigation and will
5 not receive any compensation until recovery is obtained. If the Covid-19 crisis has made one thing
6 clear, it is that economic uncertainty can arise swiftly and for reasons beyond any party's control.
7 Plaintiff's Counsel took on the risk that they could ultimately recover nothing from the litigation
8 if they were unsuccessful or if the organization experienced the financial difficulties faced by so
9 many organizations during the pandemic. These increased risks were real, challenging, and
10 significantly increased the contingent risk associated with litigating this matter. These are the types
11 of risks Plaintiff's Counsel took in deciding to litigate this matter on a contingent basis and this risk
12 is a relevant factor when considering the reasonableness of the requested fee.

13 79. Plaintiff has agreed to a fee of thirty-five percent (35%) of the Gross Settlement
14 Amount. The Settlement Agreement and this Motion requesting these fees will also be submitted
15 to the LWDA concurrently with the filing of this motion. I am aware that the common and
16 acceptable rate for representation in complex wage and hour litigation is normally twenty-five (25)
17 to thirty-five (35) percent. A fee of thirty-five percent (35%) is appropriate here because of the
18 excellent result achieved for the State of California and PAGA Members despite the substantial
19 risks described above, including the risk that Plaintiff could ultimately recover nothing at all.

20 80. While it is proper and common to request a fee award based on a percentage of the
21 common fund, the fee request is also justified under a simple lodestar analysis.

22 81. Including myself, Protection Law Group includes ten (10) attorneys, all of whom
23 actively and continuously represent plaintiffs in employment class actions and representative
24 actions, in Superior Courts throughout the State of California, in the Court of Appeal, and in
25 various Federal courts. Because of the unique history and nature of our practice, all of the attorneys
26 at Protection Law Group have a high level of knowledge and experience in labor and employment

1 law. Besides myself, the following attorneys at Protection Law Group worked on the Action:

- 2 a. Amir Nayebdadash – Founding Partner of Protection Law Group, LLP. Mr.
3 Nayebdadash received his Bachelor of Arts degree from University of California,
4 Los Angeles and a Juris Doctor degree from Pepperdine University School of Law.
5 He was admitted to practice law in California in November of 2004, and has been
6 admitted to practice in all federal district courts in the State of California. Prior to
7 founding Protection Law Group, LLP, Mr. Nayebdadash worked at Littler
8 Mendelson, P.C., the largest labor and employment law firm in the United States.
9 In 2013, Mr. Nayebdadash and I founded Protection Law Group LLP. Since the
10 inception of Protection of Law Group, LLP, Mr. Nayebdadash has focused his
11 practice on the representation of employees against employers in California. Mr.
12 Nayebdadash has extensive experience in all aspects of employment litigation, with
13 a focus on wage and hour class and representative action, including, but not limited
14 to taking and defending depositions, briefing and arguing motions, preparing for
15 class certification, negotiating complex wage and hour settlements, trial and appeal.
- 16 b. Priscilla Gamino – (Former) Senior Associate at Protection Law Group, LLP. Ms.
17 Gamino received her Bachelor of Arts degree from Brown University and a Juris
18 Doctor degree from California Western School of Law. Ms. Gamino was admitted
19 to practice in California in June 2017 and is admitted to practice law in all
20 California Federal Courts and United States Court of Appeals for the Ninth Circuit.
21 Since being admitted to California State Bar, Ms. Gamino’s practice has focused
22 on the representation of employee plaintiffs in complex wage and hour class and
23 representative actions. Ms. Gamino has extensive experience briefing and arguing
24 motions, managing written discovery, and many other aspects of complex wage and
25 hour disputes.
- 26 c. Brendan Burton – (Former) Senior Associate at Protection Law Group, LLP. Mr.

Burton received his Bachelors of Arts degree from the University of San Diego and a Juris Doctor degree from California Western School of Law. Mr. Burton was admitted to practice in California in December 2018 and is admitted to practice law in the Central District of California. Prior to joining Protection Law Group, LLP, Mr. Burton's practice focused on recovering damages for injured victims. Since joining Protection Law Group, LLP, Mr. Burton's practice has focused solely on the representation of employee plaintiffs in complex wage and hour class and representative actions. Mr. Burton has extensive experience briefing and arguing motions, and managing written discovery.

d. Shadi Sahebghalam – Associate Attorney at Protection Law Group, LLP. Ms. Sahebghalam received her Bachelor of Liberal Arts degree from University of California, Los Angeles and a Juris Doctor degree from Pacific Coast University, School of Law. Ms. Sahebghalam was admitted to practice in California in April 2022 and is admitted to practice law in Eastern and Southern Districts of California Federal Courts. Prior to joining Protection Law Group, LLP, Ms. Sahebghalam's practice focused on representing plaintiffs in individual employment discrimination cases and wage and hour disputes in state and federal court as well as arbitration. After joining Protection Law Group, LLP, Ms. Sahebghalam's practice has focused solely on the representation of employee plaintiffs in complex wage and hour class and representative actions.

82. My current billing rate and the actual rate I charge clients on an hourly basis is \$875 per hour. My partner, Amir Nayebdadash's current billing rate and the actual rate he charges clients on an hourly basis is \$800 per hour. Ms. Huerta is a Senior Associate with Protection Law Group and had a former billing rate of \$725 per hour. Mr. Burton was a Senior Associate with Protection Law Group and had a billing rate of \$600 per hour. Shadi Sahebghalam is an Associate at Protection Law Group and has a current billing rate of \$400 per hour. While the overwhelming majority of my firm's practice is contingency-based, this is the actual rate we charge billing clients

1 if retained on an hourly basis to handle employment-law related issues

2 83. Based on my familiarity with prevailing market rates for work of similar
3 complexity in California, including my extensive involvement in fee application work on my own
4 behalf and on behalf of others, I can attest that these hourly rates are within the prevailing market
5 rate for work of similar complexity performed by attorneys of similar skill and experience. I have
6 extensive knowledge of the prevailing hourly rates in the community for work of similar nature
7 and complexity to the work in this case. My experience and knowledge in this regard comes from
8 a variety of sources, including: (a) reviewing dozens of fee applications in other matters; (b) my
9 familiarity with fee application orders in other cases; and (c) my independent research and
10 knowledge of the prevailing market rates based on fee requests of other counsel and my familiarity
11 with rates charged in other law firms; and (d) my independent reading and research regarding law
12 firm billing rates.

13 84. As such, it is my opinion that our requested hourly rates of \$875.00 for myself,
14 \$800.00 for Mr. Nayebdadash, \$725.00 for Ms. Huerta, \$600 for Mr. Burton, and \$400 for Ms.
15 Sahebghalam, based on the work performed in this matter, are well within the range of reasonable
16 rates for attorneys of our skill, knowledge, experience, and ability. While the overwhelming
17 majority of our firm's practice is contingency-based, this is the actual rate we charge clients if
18 retained on an hourly basis to handle employment-law related issues.

19 85. My office has spent substantial time on this Action. The tasks performed include
20 investigating Defendant's policies, practices, and merits-based issues including significant time
21 investigating and reviewing Plaintiff Cornelious's personnel file, time records, and payroll records,
22 researching Defendant's organization, and strategizing how to certify the alleged claims and bring
23 these claims to trial. Class Counsel spent significant investigating the alleged claims, significant
24 law and motion work in opposing two separate motions to compel arbitration. Plaintiffs' Counsel
25 engaged in extensive efforts to meet and confer with Defendant's counsel and as a result was able
26 to reach an agreement to attend mediation rather than engaging in further litigation.

86. Since beginning work on this matter, Protection Law Group has spent a total of approximately 275.40 hours litigating this case. To date, applying a blended rate of \$550.00 per hour for the work performed by Protection Law Group, LLP, results in an estimated lodestar of \$151,470.00. Attached hereto as **Exhibit 4** is a time and task sheet detailing the estimated hours spent on the different tasks associated with the Action, by Protection Law Group.

87. Given the complex nature of these claims and daunting legal challenges, I believe there are very few law firms who could have obtained the settlement obtained here by my office. My office has devoted itself to pursuing and understanding these types of cases and was able litigate this matter despite risks that may have dissuaded other counsel from pursuing this case.

88. I believe that the efforts of my office have resulted in substantial benefits to both the State and the PAGA Members and have helped achieve the underlying purpose of PAGA in deterring future violations and recovering penalties that would otherwise have gone unremedied.. Through the efforts of Plaintiff's Counsel and Plaintiff in the Action, a fair and reasonable resolution has been reached that includes a non-reversionary settlement payment by Defendant of \$395,000.00. I am informed and believe that, without the efforts of my office, the Labor Code and Wage Order violations alleged in the Complaint and PAGA Notice to the LWDA would have gone completely unremedied. The allocation of thirty-five percent (35%) of this amount to fees as provided for in the Settlement is therefore reasonable given the result achieved and I would request the Court approve the payment of thirty-five percent (35%) of the Gross Settlement Amount to Plaintiff's Counsel, as called for under the agreement.

PLAINTIFF'S COUNSEL'S COSTS

89. To date, Plaintiff's Counsel has borne all risks and costs of litigation and will not receive any compensation until recovery is obtained by Plaintiff and the PAGA Members. Protection Law Group anticipates incurring \$20,000.00 in costs, with respect to Plaintiff's PAGA claims. This includes \$19,907 in costs currently incurred by Protection Law Group in this Action, plus additional costs Plaintiff's Counsel will likely bear for future approval filings and accounting.

1 for a total exceeding \$20,000.00. This is a conservative estimate based on my prior experience
2 regarding the costs incurred as part of the final approval process. Attached hereto as **Exhibit 5** is
3 a costs sheet detailing the various costs incurred by Protection Law Group associated with this
4 PAGA Action as of August 10, 2025.

5 **PLAINTIFF'S REPRESENTATIVE PAYMENTS**

6 90. Here, the requested \$7,500.00 Representative payment to Plaintiff Sarah Thurston
7 is justified. This amount is justified because of the extensive time Plaintiff spent and the assistance
8 she has provided to Plaintiff's Counsel. Plaintiff has been intimately involved in the prosecution
9 of the Action and served as indispensable resource to Plaintiff's Counsel. Plaintiff has taken
10 actions throughout the litigation to protect the interests of the State of California and the PAGA
11 Members. Plaintiff provided valuable information regarding allegations, kept herself informed of
12 the developments in this Action, and participated in decisions concerning the case. Plaintiff spent
13 time responding and reviewing discovery looking for documents and the information and the
14 documentation provided by Plaintiff was instrumental in establishing the wage and hour violations
15 alleged in this Action. Indeed, the recovery provided for in the Settlement Agreement would have
16 been impossible to obtain without Plaintiff's participation. Thurston Decl. ¶4-14.

17 91. Additionally, Plaintiff faces actual risks with respect to her future employment by
18 putting herself on public record in an employment lawsuit. As this Court is aware, prospective
19 employers conduct searches on job applicants. One type of search is to learn about applicants'
20 litigation history. These searches are easy to run on the internet and relatively inexpensive.
21 Thurston Decl. ¶9.

22 92. As a result of Plaintiff's actions, the State of California and the PAGA Members
23 will recover from the Settlement, receiving penalties for wage violations they may have never
24 known of or been willing to pursue on their own.

25 93. As such, Plaintiff did more than simply lend her name for the lawsuit and
26 arbitration, and I believe she deserves the requested Plaintiff's Representative Service Award of

1 \$7,500.00 each.

2 **THE NOTICE TO PAGA MEMBERS SHOULD BE APPROVED**

3 94. Although not required by statute, the Parties have prepared a Notice to send to
4 PAGA Members along with their Individual Payment. The Notice shall be sent to the PAGA
5 Members in English and Spanish and includes information regarding this Action, the Settlement,
6 the PAGA Members' Individual Pay Periods, the PAGA Settlement Member's share of the PAGA
7 Fund, and the scope of the Released Claims. Settlement Agreement ¶¶1.18. A true and correct
8 copy of this Notice is attached to the Settlement Agreement as **Exhibit A**.

9 **SETTLEMENT ADMINISTRATION**

10 95. Following the Parties' agreement to settle the case, the Parties solicited bids from
11 Phoenix Class Action Administration Solutions ("Phoenix"), Apex Class Action Administration,
12 and ILYM Group, Inc., with Phoenix providing the lowest bid. The quote provided by Phoenix to
13 administer this Settlement shall not exceed Five Thousand Seven Hundred and Fifty Dollars and
14 Zero Cents (\$5,750.00). Settlement Agreement ¶¶1.2, 1.3, 3.2.3, 7.1.; *See also* the Declaration of
15 Jodey Lawrence on behalf of Phoenix ("Phoenix Decl."), ¶¶ 1-16.

16 **SUBMISSION OF THE SETTLEMENT TO THE LWDA**

17 96. On August 26, 2025, my office submitted a copy of the fully executed Settlement
18 Agreement and all of the moving papers in support of Plaintiff's Motion for Order Approving
19 California Labor Code Private Attorneys General Act Settlement and Entering Judgment to the
20 California Labor and Workforce Development Agency (LWDA) via online filing at
21 <https://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>.

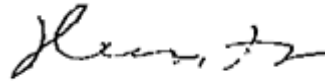
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1 I declare under penalty of perjury under the laws of the State of California that the
2 foregoing is true and correct.

3 Executed on August 26, 2025, at El Segundo, California.

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7 _____
8 Heather Davis
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EXHIBIT 1

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement (“Agreement”) is made by and between plaintiff Sarah Thurston (“Plaintiff”) and defendant Place Industries, Inc. (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as “Parties,” or individually as “Party.”

1 DEFINITIONS.

- 1.1 “Action” or means the Plaintiff’s PAGA lawsuit alleging wage and hour violations against Defendant captioned *Sarah Thurston v. Place Industries, Inc.*, initiated on July 1, 2022, and pending in Superior Court of the State of California, County of Placer, Case No. S-CV-0048697. Plaintiff filed a First Amended Complaint on September 7, 2022.
- 1.2 “Administrator” means Phoenix Class Action Administration Solutions, the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3 “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with approval of this Settlement.
- 1.4 “Aggrieved Employee” or “Aggrieved Employees” means all current and former hourly, nonexempt employees of Defendant who worked in California at any time during the PAGA Period.
- 1.5 “Aggrieved Employee Data” means Aggrieved Employee identifying information in Defendant’s possession including the Aggrieved Employee’s name, last-known mailing address, Social Security number, and number of PAGA Pay Periods.
- 1.6 “Aggrieved Employee Address Search” means the Administrator’s investigation and search for current Aggrieved Employee mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Aggrieved Employees.
- 1.7 “Approval Order” means the proposed Court Order Granting Approval of PAGA Settlement.
- 1.8 “Court” means the Superior Court of California, County of Placer.
- 1.9 “Defense Counsel” means Beth Kahn, Esq. and Laura Birnbaum, Esq., Musick, Peeler & Garrett LLP.
- 1.10 “Effective Date” The date on which the Approval Order becomes final. For purposes of this Section, the Approval Order “becomes final” only after the Court grants the Motion for Approval and upon service of the Notice of Entry of Order and/or Judgment, and upon the latter of: (i) if no appeal is filed, the expiration date

of the time for the filing or noticing of any appeal from, or other challenge to, the Approval Order and/or Judgment (this time period shall not be less than sixty (60) calendar days after the Court's Order is entered); (ii) the date of affirmance of an appeal of the Approval Order and/or Judgment becomes final under the California Rules of Court; or (iv) the date of final dismissal of any appeal from the Approval Order and/or Judgment or the final dismissal of any proceeding on review of any court of appeal decision relating to the Approval Order and/or Judgment.

- 1.11 "Gross Settlement Amount" means \$395,000.00, which is the total amount Defendant agrees to pay under the Settlement. The Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, payment of Plaintiff's Representative Service Award, and the Administration Expenses Payment.
- 1.12 "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 25% of the PAGA Penalties calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period.
- 1.13 "Judgment" means the judgment entered by the Court based upon the Court's approval of the settlement.
- 1.14 "LWDA" means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.15 "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.16 "Net Settlement Amount" means the amount remaining to distribute to the LWDA and Aggrieved Employees after the following amounts (subject to Court approval) are subtracted from the Gross Settlement Amount: (a) PAGA Counsel Fees Payment up to percent (%) of the Gross Settlement Amount, currently estimated at \$138,250.00; (b) PAGA Counsel Litigation Expenses Payment of not more than \$20,000.00; and (d) the Administration Expenses Payment.
- 1.17 "Operative Complaint" means the First Amended Complaint, Case No. S-CV-0048697, filed on September 7, 2022.
- 1.18 "Notice of PAGA Settlement" means the letter, substantially similar to the form attached hereto as Exhibit A, explaining the Settlement to the Aggrieved Employees, which will accompany each settlement check.
- 1.19 "PAGA Counsel" means Heather Davis, Esq., Amir Nayebdadash, Esq. and Shadi Sahebghalam, Esq. of Protection Law Group, LLP, the attorneys currently representing the Plaintiff in the Action.
- 1.20 "PAGA Counsel Fees Payment" and "PAGA Counsel Litigation Expenses Payment" mean the amounts allocated to PAGA Counsel for reimbursement of

reasonable attorneys' fees and expenses, respectively, incurred to prosecute the Action. Defendant will not oppose Plaintiff's request for attorneys' fees in the amount of up to thirty-five percent (35%) of the Gross Settlement Amount, currently estimated at \$138,250.00, and PAGA Counsel Litigation Expenses Payment of not more than \$20,000.00. In the event the Court approves a payment of less than these amounts, the difference will be added to the Net Settlement Amount. The Administrator will report these payments on IRS Form 1099 issued to PAGA Counsel.

- 1.21 "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.
- 1.22 "PAGA Period" means the period from July 4, 2021, to May 13, 2025.
- 1.23 "PAGA" means the Private Attorneys General Act of 2004 (Labor Code §§ 2698. et seq.).
- 1.24 "PAGA Notice" means Plaintiff's June 29, 2022 letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd. (a).
- 1.25 "PAGA Penalties" means the Net Settlement Amount, allocated 25% to the Aggrieved Employees and the 75% to LWDA in settlement of PAGA claims.
- 1.26 "Plaintiff" means Sarah Thurston, the named plaintiff in the Action.
- 1.27 "Released PAGA Claims" means the claims being released by Plaintiff, Aggrieved Employees, and PAGA Counsel and as described in Paragraph 5 below.
- 1.28 "Released Parties" means: Defendant and each of its past, present, and future parents, subsidiaries, affiliated companies, agents, managing agents, employees, servants, officers, directors, owners (whether direct or indirect), general partners, limited partners, trustees, representatives, shareholders, stockholders, members, franchisors, attorneys, parents, subsidiaries, equity sponsors, related companies/corporations and/or partnerships, divisions, assigns, predecessors, successors, insurers, consultants, joint venturers, joint employers, potential and/or alleged joint employers, temporary staffing agencies, dual employers, potential and/or alleged dual employers, co-employers, potential and/or alleged co-employers, common law employers, contractors, affiliates, service providers, alter-egos, potential and/or alleged alter-egos, vendors, affiliated organizations, suppliers, subrogees, investors, board members, estates, executors, Professional Employer Organizations, any person and/or entity with potential or alleged to have joint liability, and all of their respective past, present and future employees, directors, officers, members, owners, agents, representatives, payroll agencies, attorneys, stockholders, fiduciaries, parents, subsidiaries, other service providers, and assigns and any and all persons and/or entities acting under, by, through or in concert with any of them.

- 1.29 “Representative” means the named Plaintiff in the Action seeking Court approval to serve as a Representative for the Aggrieved Employees.
- 1.30 “Representative Service Award” means the payment to the Representative for initiating the Action and providing services in support of the Action.
- 1.31 “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.
- 1.32 Defendant” means named Defendant Place Industries, Inc.

2 LAWSUIT AND MEDIATION.

- 2.1 On July 1, 2022, Plaintiff filed a Class Action Complaint alleging violations including, but not limited to, failure to pay minimum wages and overtime including working off the clock and reporting time, failure to provide meal breaks or meal period premiums, failure to provide rest breaks or rest period premiums, failure to timely pay final wages, failure to timely pay wages during employment, failure to provide accurate wage statements, failure to reimburse business expenses and violations of California Business & Professions Code section 17200. On September 7, 2022, Plaintiff filed a First Amended Class Action and Representative Action Complaint (“Operative Complaint”), adding one (1) cause of action for penalties pursuant to the Private Attorneys General Act of 2004. Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in in the Operative Complaint and denies any and all liability for the causes of action alleged.
- 2.2 On November 23, 2022, Defendant filed a Motion to Compel Arbitration. On January 3, 2023, the Court granted Defendant’s Motion to Compel Arbitration and dismissed Plaintiff’s class claims without prejudice, ordered the Plaintiff’s individual wage and hour claims to arbitration, and stayed the non-individual PAGA claim pending the outcome of the arbitration.
- 2.3 Pursuant to Labor Code section 2699.3, subd. (a), Plaintiff gave written notice to the LWDA by sending the PAGA Notice.
- 2.4 On March 13, 2025, the Parties participated in a mediation with Eve Wagner, which led to this Agreement to settle the Action.
- 2.5 Prior to mediation, Plaintiff obtained, through informal discovery, an approximate 20% sampling of employees’ time and wage records, the number of Aggrieved Employees and applicable pay periods and other informal discovery necessary to facilitate mediation.
- 2.6 The Parties, PAGA Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3 **MONETARY TERMS.**

3.1 Gross Settlement Amount. Defendant promises to pay \$395,000.00 and no more, as the Gross Settlement Amount. Defendant must pay the Gross Settlement Amount by the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

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

3.2.1 To Plaintiff: Representative Service Award to the Plaintiff as Representative for the Aggrieved Employees of not more than \$7,500.00 (in addition to any Individual PAGA Payment the Class Representative is entitled to receive). Defendant will not oppose Plaintiff's request for a Representative Service Award that does not exceed the amount of \$7,500.00. As part of the motion for PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment, Plaintiff will seek Court approval for any Representative Service Award no later than 16 court days prior to the Final Approval Hearing or other deadline set by the Court. If the Court approves a Representative Service Award less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Representative Service Award using IRS Form 1099. Plaintiff assumes full responsibility and liability for taxes owed on the Representative Service Award.

3.2.2 To PAGA Counsel: A PAGA Counsel Fees Payment of not more than 35% which is currently estimated to be \$138,250.00 and PAGA Counsel Litigation Expenses Payment of not more than \$20,000.00. Defendant will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. Plaintiff and/or PAGA Counsel will file a Motion for Approval, including for approval of Counsel Fees Payment and PAGA Litigation Expenses Payment. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to PAGA Counsel or any other Plaintiff's Counsel arising from any claim to any portion any PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Expenses Payment using one or more IRS I099 Forms. PAGA Litigation Counsel assumes full responsibility and liability for taxes owed on

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

- 3.2.3 To the Administrator: An Administrator Expenses Payment not to exceed \$6,000.00 except for a showing of good cause and as approved by the Court. To the extent the Administrator Expenses Payment are less, or the Court approves payment less than \$6,000.00, the Administrator will retain the remainder in the Net Settlement Amount.
- 3.2.4 To the LWDA and Aggrieved Employees: The Net Settlement Amount, the PAGA Penalties, will be distributed 75% to the LWDA PAGA Payment and 25% to the Individual PAGA Payments.
 - 3.2.4.1 The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.
 - 3.2.4.2 If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4 SETTLEMENT FUNDING AND PAYMENTS.

- 4.1 Aggrieved Employee Pay Periods. Based on a review of its records at the time of mediation, Defendant estimates there were approximately 12,165 PAGA Pay Periods.
- 4.2 Aggrieved Employee Data. Within 30 calendar days after the Court grants Approval of the PAGA Settlement, Defendant will simultaneously deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employee' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. Defendant has a continuing duty to provide corrected or updated

Aggrieved Employee Data as soon as reasonably feasible. The Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.

- 4.3 Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than 21 business days after the Effective Date.
- 4.4 Payments from the Gross Settlement Amount. Within 14 business days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the PAGA Counsel Fees Payment, the PAGA Counsel Litigation Expenses Payment, and Plaintiff's Representative Service Award. Disbursement of the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment shall not precede disbursement of Individual PAGA Payments.
 - 4.4.1 The Administrator will issue checks for the Individual PAGA Payments and send them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.
 - 4.4.2 The distribution of Individual PAGA Payments shall be accompanied by the Notice of PAGA Settlement
 - 4.4.3 The Administrator must conduct an Aggrieved Employee Address Search for all Aggrieved Employees whose checks are returned undelivered without USPS forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Aggrieved Employee Address Search. The Administrator need not take further steps to deliver checks to Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Aggrieved Employee whose original check was lost or misplaced, requested by the Aggrieved Employee prior to the void date.
 - 4.4.4 For any Aggrieved Employee Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California

Controller's Unclaimed Property Fund in the name of the Aggrieved Employee.

- 4.4.5 The payment of Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to the Aggrieved Employees (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5 RELEASES OF CLAIMS. Effective on the date when Defendant fully funds the entire Gross Settlement Amount, Plaintiff, Aggrieved Employees, State of California and PAGA Counsel will release claims against all Released Parties as follows:

5.1 Release by Plaintiff and Aggrieved Employees:

Upon the full funding of the Settlement, The State of California and all Aggrieved Employees, including Plaintiff, are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint and/or the PAGA Notice, including, but not limited to, failure to pay minimum wages and overtime including working off the clock and reporting time, failure to provide meal breaks or meal period premiums, failure to provide rest breaks or rest period premiums, failure to timely pay final wages, failure to timely pay wages during employment, failure to provide accurate wage statements, failure to reimburse business expenses, violations of California Business & Professions Code section 17200, California Labor Code sections 201, 202, 203, 204, 210, 225.5, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2698, 2699 *et seq.*, 2699.3, 2800, 2802, California Code of Civil Procedure, section 1021.5, California Code of Regulations, Title 8, Section 11050, and the applicable Industrial Welfare Commission Orders.

Plaintiff and the Aggrieved Employees shall be deemed to have acknowledged and agreed that their claims in this Action are disputed, and that the payments to them set forth in this Agreement constitute payment of all sums allegedly due to them.

5.2 Plaintiff's General Release:

In addition to the release made in Section 5.1, Plaintiff makes the additional following general release of all claims, known or unknown. Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff, for herself and her heirs, successors and assigns, does hereby waive, release, acquit, and forever discharge the Released Parties, from any and all claims, actions, charges, complaints, grievances and causes of action, of whatever nature, whether known or unknown, which exist or may exist on Plaintiff's behalf as of the date of this Agreement, including, but not limited to, any and all tort claims, contract claims, wage claims, wrongful termination claims, discrimination claims, disability claims,

benefit claims, public policy claims, retaliation claims, statutory claims, personal injury claims, emotional distress claims, invasion privacy claims, defamation claims, fraud claims, *quantum meruit* claims, and any and all claims arising under any federal, state or other governmental statute, law, regulation or ordinance, including, but not limited to claims for violation of the Fair Labor Standards Act, the California Labor Code, the Wage Orders of California's Industrial Welfare Commission, other state wage and hour laws, the Americans with Disabilities Act, the Age Discrimination in Employment Act (ADEA), the Employee Retirement Income Security Act, Title VII of the Civil Rights Act of 1964, the California Fair Employment and Housing Act, the California Family Rights Act, the Family Medical Leave Act, California's Whistleblower Protection Act, and California Business & Professions Code section 17200 *et seq.*, and any and all claims arising under any federal, state or other governmental statute, law, regulation or ordinance, excluding only claims that, by law, may not be privately released. (The release set forth in this Paragraph 5.2 shall be referred to hereinafter as the "General Release.")

With respect to the General Release, Plaintiff stipulates and agrees that, upon the "Effective Date" and full funding of the Gross Settlement Amount Plaintiff shall be deemed to have expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights and benefits of section 1542 of the California Civil Code, or any other similar provision under federal or state law, 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.

Accordingly, if the facts relating in any manner to this Settlement are found hereafter to be other than or different from the facts now believed to be true, the release of claims contained herein shall be effective as to all unknown claims.

This release specifically excludes claims for unemployment insurance, disability, social security, and workers compensation (with the exception of claims arising pursuant to California Labor Code Sections 132(a) and 4553). Accordingly, if the facts relating in any manner to this Settlement are found hereafter to be other than or different from the facts now believed to be true, the release of claims contained herein shall be effective as to all unknown claims.

5.3 Release of Attorneys' Fees:

Plaintiff, the State of California and all Aggrieved Employees release on behalf of themselves and their respective present and former representatives, attorneys, heirs, administrators, employees, agents, successors and assigns, the Released Parties from all claims for the PAGA Counsel Fees Payment and PAGA Counsel

Litigation Expenses Payment incurred in connection with or any way related to, the Action, the PAGA Period facts stated in the Action, and the PAGA Notice, except for the right to enforce the provisions of settlement providing for the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment.

5.4 Dismissal of Class Claims:

All class claims were previously dismissed without prejudice from the operative complaint.

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

- 6.1 Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel a Motion for Approval of PAGA Settlement, including all documents necessary for obtaining approval of this Settlement under Labor Code Section 2699, subd. (f)(2)) including (i) a draft proposed Order Granting Approval of PAGA Settlement; (ii) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Aggrieved Employee Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Aggrieved Employees or the LWDA; and the nature and extent of any financial relationship with Plaintiff, PAGA Counsel or Defense Counsel; (iii) a signed declaration from PAGA Counsel attesting to its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (1)(1)), this Agreement (Labor Code section 2699, subd. (1)(2)); and (iv) all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Administrator. In their Declarations, Plaintiff and PAGA Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.
- 6.2 Responsibilities of PAGA Counsel. PAGA Counsel is responsible for finalizing and filing the motion for approval of this Settlement and, if necessary, obtaining a hearing date for the motion and appearing in Court to advocate in favor of the motion. PAGA Counsel is responsible for delivering the Court's Order Granting Approval of PAGA Settlement to the Administrator.
- 6.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed motion for approval of this Settlement and/or the supporting declarations and documents, PAGA Counsel and Defense Counsel will work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to try to resolve the disagreement. If the Court does not grant the motion for Approval of this Settlement or conditions its approval on any material change to this Agreement, PAGA Counsel and Defense Counsel will expeditiously attempt to work together

on behalf of the Parties by meeting in person or by telephone, and in good faith, try to modify the Agreement and otherwise satisfy the Court's concerns.

7 SETTLEMENT ADMINISTRATION.

- 7.1 Selection of Administrator. The Parties have jointly selected Phoenix Class Action Administration Solutions to serve as the Administrator and verified that, as a condition of appointment, _____ agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses Payment. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.
- 7.2 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.
- 7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.
- 7.4 Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.
- 7.5 No Right to Opt Out or Object. The Parties agree there is no statutory right for any Aggrieved Employees to object, opt out or otherwise exclude himself or herself from the Settlement. The Parties further agree there is no right or opportunity for any Aggrieved Employees to appeal the approval of the Settlement by the Court. The Parties further agree that an Aggrieved Employees' recovery under this Settlement does not act to preclude claims not encompassed within the release of claims in Section 1.28.

8 AGGRIEVED EMPLOYEE SIZE ESTIMATES AND ESCALATOR CLAUSE

- 8.1 Based on its records, Defendant estimates that, as of the date of the mediation, there were approximately 12,165 PAGA Pay Periods during the PAGA Period.
- 8.2 The Gross Settlement Amount is based on Defendant's estimate that the Aggrieved Employees worked a total of 12,165 PAGA Pay Periods during the PAGA Period. If the actual number of PAGA Pay Periods encompassed within the PAGA Period increases by more than 10%, then Defendant at its exclusive discretion shall either (1) end the PAGA Period on the date on which the total number of PAGA Pay Periods is no more than 13,382, or (2) increase the Gross Settlement Amount by a pro-rata dollar value for the PAGA Pay Periods in excess of the escalation margin. For example, if the number of PAGA Pay Periods increases by 11%, the Gross

Settlement Amount will increase by 1%. Under the first option no additional payment is necessary.

9 **NULLIFICATION OF AGREEMENT.** In the event: (i) the Court does not enter the Final Approval Order and approve the Released PAGA Claims specified herein; or (ii) the Settlement does not become final for any other reason, this Settlement Agreement shall be null and void. A reduction of the attorneys' fees and expenses and the Plaintiff's Representative Service Award shall not be grounds for nullification of this Settlement. If the Settlement is nullified, any order or judgment entered by the Court in furtherance of this Agreement shall be treated as void from the beginning, and the provisions contained herein shall be of no force or effect and shall not be treated as an admission by the Parties or their counsel. In such a case, the Parties and any funds to be awarded under this Agreement shall be returned to their respective statuses as of the date and time immediately prior to the execution of this Agreement, and the Parties shall proceed in all respects as if this Agreement had not been executed, except that any fees already incurred by the settlement administrator shall be paid equally by both Parties.

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

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

10.2 **Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment.** If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Aggrieved Employees), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and try to obtain approval of the Settlement and entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses Payment reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of any payments to PAGA Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

11 ADDITIONAL PROVISIONS.

- 11.1 No Admission of Liability or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree that representative treatment is for purposes of this Settlement only. If, for any reason the Court does not approve this Settlement, Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to contest Defendant's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement or to support a defense of res judicata, collateral estoppel, release, or other theory of claim or issue preclusion or similar defense as to the claims being released in this PAGA Settlement Agreement).
- 11.2 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.
- 11.3 Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms.
- 11.4 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court.
- 11.5 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 11.6 No Tax Advice. Neither Plaintiff, PAGA Counsel, Defendant nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

- 11.7 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 11.8 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 11.9 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 11.10 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 11.11 Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement. Prior to filing of the Motion for Final Approval, Plaintiff will not issue any press or other media releases or have any communication with the press or media or anyone other than financial advisors, retained experts, the LWDA and vendors related to settlement administration, regarding the Settlement. If, before the filing of the Motion for Final Approval, Plaintiff or her attorneys disclose to any unauthorized party (a) that a settlement has been reached or (b) any of the terms of the Settlement except as required by law or to affect the Settlement, Defendant may rescind Settlement rendering it null and void. Plaintiff further agrees that she will instruct her attorneys not to disclose the terms of this Agreement other than as necessary in connection with the Stipulated Approval. This section does not bar Plaintiff's counsel from carrying out their duties as counsel to Plaintiff for the LWDA.
- 11.12 Use and Return of Aggrieved Employee Data. Information provided to PAGA Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the PAGA Data provided to PAGA Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the Administrator discharges its obligation to pay out all Settlement funds, Plaintiff shall destroy all paper and electronic versions of Aggrieved Employee Data received from Defendant unless, prior to the Administrator's payment of all Settlement Funds, Defendant makes a written request to PAGA Counsel for the return, rather than the destructions, of Aggrieved Employee Data.
- 11.13 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

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

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

To Plaintiff:

Amir Nayebdadash, Esq.
amir@protectionlawgroup.com
Heather Davis, Esq.
heather@protectionlawgroup.com
Brendan Burton, Esq.
brendan@protectionlawgroup.com
Shadi Sahebghalam, Esq.
shadi@protectionlawgroup.com
PROTECTION LAW GROUP, LLP
149 Sheldon Street
El Segundo, CA 90245

To Defendant:

Beth Kahn, Esq.
b.kahn@musicckpeeler.com
Laura Birnbaum, Esq.
l.birnbaum@musicckpeeler.com
MUSICK, PEELER & GARRETT LLP
333 South Hope Street, Suite 2900
Los Angeles, CA 90071

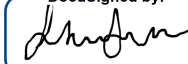
11.16 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

11.17 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to

California CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

The Settlement Agreement consists of 16 pages.

Dated: 5/29/2025

DocuSigned by:

C876533BBC22441...
Plaintiff Sarah Thurston

Dated: 5/31/2025

Signed by:

4A97E6A283DF4CF... Brian Place
for: Defendant Place Industries, Inc.

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EXHIBIT A

1 EXHIBIT A

2 **Phoenix Settlement Administrators**

3 Email Address: Notice@phoenixclassaction.com

4 Mailing Address: P.O. Box 7208, Orange, California 92863

5 Telephone: 800-523-5773

6 Fax Number: 949-209-2503

7 **COURT APPROVED NOTICE OF PAGA SETTLEMENT**

8 *Thurston v. Place Industries, Inc.*

9 Superior Court of the State of California for the County of Placer

10 Case No. S-CV-0048697

11 ***The Superior Court for the State of California authorized this Notice. Read it carefully!***
12 ***It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being***
13 ***sued.***

14 [Name]

15 [Address Line 1]

16 [Address Line 2]

17 Dear [Name]:

18 You are receiving this Notice because you are eligible to receive money as a result of a
19 court-approved settlement in the above-referenced action (the "Lawsuit").

20 ***What Is this Lawsuit About?***

21 In the Lawsuit, Plaintiff Sarah Thurston ("Plaintiff") asserted claims for civil penalties
22 pursuant to the Private Attorneys General Act, California Labor Code § 2698 *et seq.* ("PAGA")
23 against Defendant Place Industries, Inc. ("Defendant"), on behalf of herself and other current and
24 former hourly, non-exempt employees that worked for Defendant during the period from July 4,
25 2021, to May 13, 2025 (the "PAGA Period").

26 Defendant strongly denies Plaintiff's claims in their entirety and denies that they owe any
27 civil penalties. Defendant contends they provided all meal and rest breaks in compliance with the
28 law, paid all wages and overtime due and owing, provided accurate and itemized wage statements,
maintained accurate payroll records, and paid all wages due upon the termination or resignation
of any employee.

To avoid further time and expense in litigation, Defendant and Plaintiff have agreed to
settle the case. The settlement resolves and releases all the claims that were asserted and could
have been asserted in the Lawsuit under PAGA on behalf of all employees who worked in
California for Defendant any time during the period from July 4, 2021, to May 13, 2025 ("PAGA
Members").

What Are the Terms of the Settlement?

1 Plaintiff and Defendant reached a settlement of Three Hundred Ninety-Five Thousand
2 Dollars and Zero Cents (\$395,000.00), which was reviewed and approved by the Court. Portions
3 of the settlement amount go to the State of California's Labor and Workforce Development Agency
4 and Plaintiff's counsel. The remaining settlement amount goes to the PAGA Members. Defendant's
records show that you are a PAGA Member and are entitled to a *pro rata* share of the settlement based on
the number of pay periods you worked during the PAGA Period.

5 By agreeing to settle, Defendant is not admitting liability on any of the factual allegations or legal
6 claims in the Lawsuit. The Court has not decided whether Plaintiff's claims, or Defendant's defenses to
7 those claims, are meritorious. By approving the Settlement and issuing this Notice, the Court is not
suggesting which side would win or lose this case if it went to trial. Rather, the Court has determined only
8 that there is sufficient evidence to suggest that the proposed Settlement is fair, adequate, and reasonable.

9 As a result of this Settlement, you, Plaintiff, and the State of California shall release
10 Defendant, together with their officers, directors, employees, and agents, from all claims for
11 penalties and attorneys' fees and costs recoverable under PAGA which Plaintiff, PAGA Members,
12 and/or the LWDA had, or may claim to have, against Released Parties, based on the facts alleged
13 in the PAGA Notice, including penalties arising from the following claims: unpaid straight and
14 overtime wages (including any work off-the-clock and non-productive time); failure to pay
15 employees all minimum wages and overtime wages; failure to provide compliant meal and rest
16 breaks; failure to pay all premium wages owed for short, late or missed meal and rest periods;
17 failure to pay all wages owed at discharge or resignation; failure to timely pay wages within the
18 times permissible under Labor Code section 204; failure to provide complete and accurate wage
statements; failure to keep complete and accurate payroll records; failure to reimburse necessary
business expenditures; and violations of Labor Code sections 201, 202, 203, 204, 210, 226(a),
226.2, 226.3, 226.7, 510, 512(a), 558, 1174(d), 1174.5, 1194, 1197, 1197.1, 1198, 2800, 2802, and
2698, *et seq.*, and all applicable IWC Wage Orders that arose between July 4, 2021, through May
13, 2025. This means you cannot file a suit against Defendants for claims arising under PAGA
during this period. It does not affect your right to bring an individual lawsuit or mean you have
released any individual claims.

19 ***What Should I Do Now?***

20
21 Enclosed with this Notice is your settlement check in the amount of: \$ [REDACTED].
22 You may immediately deposit your enclosed settlement check and need not take any further
action. Your settlement amount represents penalties and will be reported on an IRS Form 1099.

23 The settlement check shall remain valid for one hundred eighty (180) days. Checks
24 remaining un-cashed for more than 180 days after issuance will be tendered to the California
Department of Unclaimed Property within fourteen (14) calendar days from the date on which
the checks become void.

25 26 27 ***Who Are Plaintiff's Attorneys?***

Protection Law Group, LLP
149 Sheldon Street
El Segundo, CA 90245
Phone: (424) 290-3095

amir@protectionlawgroup.com
heather@protectionlawgroup.com

How Can I Get More Information?

The pleadings and other records in this litigation may be examined online on the Placer County Superior Court's website, known as "Case Search" at: <https://webportal.placerco.org/eCourtPublic/?q=node/48>.

After arriving at the website, enter the Case Number (S-CV-0048697) and click "Search." Images of every document filed in the case may be viewed at a minimal charge. You may also view images of every document filed in the case free of charge by using one of the computer terminal kiosks available at each court location that has a facility for civil filings.

You can also telephone or send an email to the Settlement Administrator using the following contact information:

Phoenix Settlement Administrators

Email Address: Notice@phoenixclassaction.com

Mailing Address: P.O. Box 7208, Orange, California 92863

Telephone: 800-523-5773

Fax Number: 949-209-2503

**PLEASE DO NOT TELEPHONE THE COURT, DEFENDANT, OR DEFENDANT'S COUNSEL
REGARDING THIS NOTICE. THE COURT IS NOT ABLE TO PROVIDE ANY
INFORMATION OR ADVICE REGARDING THIS NOTICE.**

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EXHIBIT 2



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June 29, 2022
Page 1 of 7

VIA ONLINE FILING

Labor and Workforce Development Agency

800 Capitol Mall, MIC-55

Sacramento, CA 95814

PAGAFilings@dir.ca.gov

<https://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>

RE: Sarah Thurston v. Place Industries, Inc. D.B.A. Dutch Bros Coffee

Dear Representative:

This office represents Sarah Thurston ("**Ms. Thurston**") with respect to her claims under the California Labor Code against Place Industries, Inc. D.B.A. Dutch Bros Coffee ("**Employer**"). This letter is being sent simultaneously to Employer by certified mail.

Employer employed Ms. Thurston from approximately 2019 to September 15, 2021, as an hourly, non-exempt employee. During her employment with Employer, Ms. Thurston was employed as a Barista at Employer's location at 8663 Auburn Folsom Road, Granite Bay, CA 95746. Employer is specialty restaurant of java and espresso drinks, teas, smoothies, and other beverages.

Ms. Thurston intends to seek penalties for violations of the California Labor Code which are recoverable under California Labor Code section 2698, *et seq.*, the Private Attorneys General Act of 2004 ("**PAGA**"). Ms. Thurston is seeking penalties on behalf of herself and in a representative capacity on behalf of the State of California and all current and former non-exempt employees of Employer ("**Aggrieved Employees**"). This letter is being sent in compliance with California Labor Code section 2699.3.

As detailed below, Employer violated several of California's wage and hour laws during Ms. Thurston's employment, including but not limited to violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, and the Industrial Welfare Commission Wage Orders ("**IWC Wage Order**") including *inter alia*, IWC Wage Order No. 5. The claims made on behalf of Ms. Thurston and Aggrieved Employees are based upon the following facts and theories:

1. FAILURE TO PAY FOR ALL TIME WORKED AT CORRECT RATES OF PAY, INCLUDING MINIMUM WAGES, STRAIGHT TIME WAGES, AND OVERTIME COMPENSATION

Employer has engaged in numerous unlawful practices which resulted in the failure to pay Ms. Thurston and Aggrieved Employees for all time worked at the correct rates of pay, including minimum wages, straight time wages, and overtime compensation.

First, Employer regularly required Ms. Thurston and Aggrieved Employees to work more than eight (8) hours in a day or forty (40) hours in a workweek, but failed to pay them overtime compensation for such



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June 29, 2022
Page 2 of 7

work. Employer also failed to provide Ms. Thurston and Aggrieved Employees with adequate training as to the payment of overtime compensation, all in an effort to keep its workers uninformed as to their legal right to overtime compensation. In addition, Employer regularly required Ms. Thurston and Aggrieved Employees to work off-the-clock in order to complete their duties and responsibilities. This off-the-clock work included, amongst other things, requiring Ms. Thurston and Aggrieved Employees to: (1) respond to Employer and work-related requests and perform work while clocked out for purported meal breaks; (2) perform work before clocking in for the start of their shift; and (3) perform work after clocking out for the end of their shift. Ms. Thurston and Aggrieved Employees were not compensated for this off-the-clock work, resulting in a failure to pay minimum wages and straight time wages. Moreover, this off-the-clock work typically caused Ms. Thurston and Aggrieved Employees to work more than eight (8) hours in a day and forty (40) hours in week, resulting in a failure to pay overtime compensation.

Employer also failed to accurately record the actual time worked by Ms. Thurston and Aggrieved Employees, which resulted in a failure to pay Ms. Thurston and Aggrieved Employees for all hours actually worked, including minimum wages, straight time wages and overtime wages. Finally, and as a matter of policy and/or practice, Employer failed to pay overtime to Ms. Thurston and Aggrieved Employees for all overtime hours worked based on regular rates of pay correctly calculated to include all applicable remuneration.

As a result of the foregoing practices, Employer has failed to pay Ms. Thurston and Aggrieved Employees for all wages earned at the correct rates of pay, including minimum wages, straight time wages, and overtime compensation. Accordingly, Employer violated IWC Wage Order No. 5 and California Labor Code sections 204, 510, 1194, 1197, 1197.1 and 1198.

Ms. Thurston and Aggrieved Employees will therefore seek unpaid wages; PAGA default penalties; penalties pursuant to paragraph (20)(A) of IWC Wage Order No. 5; penalties pursuant to California Labor Code sections 558, 1197.1, and 1199; compensation pursuant to Labor Code Section 1194; and attorneys' fees and costs.

2. FAILURE TO PROVIDE MEAL PERIODS AND PAY MEAL PERIOD PREMIUMS

Employer failed to provide Ms. Thurston and Aggrieved Employees with legally-compliant 30-minute meal periods. Ms. Thurston and Aggrieved Employees were required by Employer to work more than five (5) hours per day, but were not provided with uninterrupted 30-minute meal periods. Further, Ms. Thurston and Aggrieved Employees were not provided with a second uninterrupted 30-minute meal period when they worked over ten (10) hours per day. Employer regularly required Ms. Thurston and Aggrieved Employees to work through their first and second meal periods, to take their first meal period after their fifth (5th) hour of work, and/or to take their second meal periods after their tenth (10th) hour of work. On the occasions that Ms. Thurston and Aggrieved Employees did take a meal period, their meal periods were frequently interrupted or cut short.

Employer's policies, practices, and procedures were responsible for the violations alleged above and



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June 29, 2022
Page 3 of 7

prevented Ms. Thurston and other Aggrieved Employees from taking timely, complete and duty-free meal periods because, amongst other reasons: (1) Employer did not have legally-compliant policies regarding the provision and timing of meal periods or systematically disregarded its own purported meal period policies; (2) Employer's management at various levels, affecting all hourly-non-exempt employees, failed and refused to implement and enforce legally compliant meal period policies and practices; (3) Employer failed to adequately inform and train Ms. Thurston and other Aggrieved Employees regarding their right to take timely, uninterrupted, and duty-free meal periods; (4) Employer failed to adequately inform and train Ms. Thurston and other Aggrieved Employees about their right to premium wages for non-compliant meal periods; (5) Employer failed to ensure that there was adequate staffing to allow Ms. Thurston and other Aggrieved Employees to take timely, uninterrupted, and duty-free meal periods; (6) Employer required Ms. Thurston and other Aggrieved Employees to remain on-call and respond to work-related requests at all times, including during meal periods, which included in-person verbal interruptions; and (7) Employer's policy and culture prevented Ms. Thurston and other Aggrieved Employees from taking timely, uninterrupted, and duty-free meal periods because of the priority placed on completing job requirements over employees right to receive timely, uninterrupted, and duty-free meal periods.

Ms. Thurston and Aggrieved Employees did not receive an extra hour of wages at their regular rate of pay for the meal periods which were not provided to them in compliance with California law.

Accordingly, Employer violated IWC Wage Order No. 5 and California Labor Code sections 226.7, 512(a) and 1198.

Ms. Thurston and Aggrieved Employees will therefore seek PAGA default penalties pursuant to Labor Code section 2699; penalties pursuant to paragraph (20)(A) of IWC Wage Order No. 5; penalties pursuant to California Labor Code sections 558 and 1199; and attorneys' fees and costs.

3. FAILURE TO AUTHORIZE AND PERMIT REST PERIODS AND PAY REST PERIOD PREMIUMS

Employer failed to authorize and permit Ms. Thurston and Aggrieved Employees take legally-compliant 10-minute rest periods. Employer required Ms. Thurston and Aggrieved Employees to work through rest periods. Ms. Thurston and Aggrieved Employees were not provided with uninterrupted, duty-free rest periods when they worked more than four (4) hours or a major fraction thereof. Further, Ms. Thurston and Aggrieved Employees were not provided with a second uninterrupted, duty-free rest period when they worked more than six (6) hours in a day, or a third uninterrupted, duty-free rest period after working more than ten (10) hours in day. In the rare event that a rest period was taken, it was frequently interrupted or cut short. Moreover, Ms. Thurston and Aggrieved Employees were not completely relieved of duty as required by *Augustus v. ABM Security Services, Inc.*, 2 Cal.5th 257 (2016).

Employer's policies, practices, and procedures were responsible for the violations alleged above and prevented Ms. Thurston and other Aggrieved Employees from taking timely and complete rest periods because, amongst other reasons: (1) Employer did not have legally-compliant policies regarding the



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June 29, 2022
Page 4 of 7

provision and timing of rest periods or systematically disregarded its own purported rest period policies; (2) Employer's management at various levels, affecting all hourly-non-exempt employees, failed and refused to implement and enforce legally compliant rest period policies and practices; (3) Employer failed to adequately inform and train Ms. Thurston and other Aggrieved Employees regarding their right to take timely, uninterrupted, and duty-free rest periods; (4) Employer failed to adequately inform and train Ms. Thurston and other Aggrieved Employees about their right to premium wages for non-compliant rest periods; (5) Employer failed to ensure that there was adequate staffing to allow Ms. Thurston and other Aggrieved Employees to take timely, uninterrupted, and duty-free rest periods; (6) Employer required Ms. Thurston and other Aggrieved Employees to remain on-call and respond to work-related requests at all times, including during rest periods, which included responding to in-person verbal interruptions; and (7) Employer's policy and culture prevented Ms. Thurston and other Aggrieved Employees from taking timely, uninterrupted, and duty-free rest periods because of the priority placed on completing job requirements over employees right to receive rest periods.

Ms. Thurston and Aggrieved Employees did not receive an extra hour of wages at their regular rate of pay for the rest periods which were not provided to them in compliance with California law.

Accordingly, Employer violated IWC Wage Order No. 5 and California Labor Code sections 226.7, and 1198.

Ms. Thurston and Aggrieved Employees will therefore seek PAGA default penalties pursuant to Labor Code section 2699; penalties pursuant to paragraph (20)(A) of IWC Wage Order No. 5; California Labor Code sections 558 and 1199 penalties; and attorneys' fees and costs.

4. FAILURE TO TIMELY PAY WAGES DURING EMPLOYMENT

As to each pay period, Employer has failed to timely pay all wages earned because Ms. Thurston and Aggrieved Employees were not paid all the wages they were owed including, *inter alia*, overtime compensation, straight time wages, minimum wages, and meal and rest period premiums. Accordingly, Employer violated California Labor Code section 204(a).

Ms. Thurston and Aggrieved Employees will therefore seek PAGA default penalties pursuant to Labor Code section 2699; penalties pursuant to California Labor Code sections 210 and 1199; and attorneys' fees and costs.

5. FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS

As a result of the practices described above, the wage statements provided to Ms. Thurston and Aggrieved Employees failed to include the actual hours worked, the actual gross wages earned, and the correct rates of pay. Accordingly, Employer violated California Labor Code section 226(a).

Ms. Thurston and Aggrieved Employees will therefore seek PAGA default penalties; penalties pursuant



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June 29, 2022
Page 5 of 7

to California Labor Code section 226.3; and attorneys' fees and costs.

6. FAILURE TO MAINTAIN ACCURATE RECORDS

Employer has failed to maintain accurate records relating to Ms. Thurston and Aggrieved Employees' work periods, meal periods, total daily hours worked, and total hours worked per payroll period. Accordingly, Employer violated IWC Wage Order No. 5 and California Labor Code sections 1198.5 and 1174(d).

Ms. Thurston and Aggrieved Employees will therefore seek PAGA default penalties pursuant to Labor Code section 2699; penalties pursuant to paragraph (20)(A) of IWC Wage Order No. 5; California Labor Code section 1174.5 penalties; and attorneys' fees and costs.

7. FAILURE TO REIMBURSE NECESSARY EXPENDITURES

California Labor Code sections 2800 and 2802 require an employer to reimburse its employees 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. IWC Wage Order No. 5 requires employers to provide employees with the tools or equipment necessary for the performance of their job. During the relevant time period, Ms. Thurston and Aggrieved Employees incurred necessary business-related expenses and costs that were not fully reimbursed by Employer. These costs include, but are not limited to, use of personal cell phone for work-related reasons, non-slip shoes, uniforms, and weather-related protective gear.

Accordingly, Employer violated IWC Order No. 5 and California Labor Code sections 2800 and 2802.

Ms. Thurston and Aggrieved Employees will therefore seek PAGA default penalties pursuant to Labor Code section 2699; penalties pursuant to paragraph (20)(A) of IWC Wage Order No. 5; and attorneys' fees and costs.

8. FAILURE TO PAY REPORTING TIME

Pursuant to California Labor Code section 1198, "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 Order No. 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.



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June 29, 2022
Page 6 of 7

During the relevant time period, Employer failed to pay Ms. Thurston 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. Thurston and the other Aggrieved Employees reported to work and were furnished less than half the usual or scheduled day's work. Employer also failed to pay Ms. Thurston and other Aggrieved Employees for two (2) hours at the employee's regular rate of pay on days in which Ms. Thurston 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.

Ms. Thurston and Aggrieved Employees will therefore seek PAGA default penalties pursuant to Labor Code section 2699; penalties pursuant to paragraph 20(A) of IWC Wage Order No. 5; and attorneys' fees and costs.

9. FAILURE TO TIMELY PAY ALL WAGES UPON TERMINATION OF EMPLOYMENT

Upon the termination of employment, Ms. Thurston and Aggrieved Employees were not paid all wages due to them within twenty-four (24) hours or even within seventy-two (72) hours for those who resigned. Specifically, as a result of Employer's practices of requiring Ms. Thurston and Aggrieved Employees to work off-the-clock without compensation, failing to pay proper overtime compensation, failure to properly calculate regular rates, and failure to accurately record all hours actually worked, Employer failed to pay Ms. Thurston and Aggrieved Employees for all straight time wage, minimum wages and overtime compensation owed to them upon termination of their employment. Employer also failed to pay Ms. Thurston and Aggrieved Employees for meal period premiums, and rest period premiums, they were owed, amongst other wages. Accordingly, Employer violated California Labor Code sections 201 and 202.

Ms. Thurston and Aggrieved Employees will therefore seek PAGA default penalties pursuant to Labor Code section 2699; penalties pursuant to California Labor Code sections 203, 1199, and 2699(f)(2); and attorneys' fees and costs.

Therefore, on behalf of herself, the State of California and all Aggrieved Employees, Ms. Thurston may seek all applicable penalties related to these violations of the California Labor Code pursuant to PAGA. If you have any questions or require additional information, please do not hesitate to contact us. Thank you for your attention to this matter.

Very Truly Yours,

A handwritten signature in blue ink, appearing to read 'Amir Nayebdadash', is written over a horizontal line.

Amir Nayebdadash



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June 29, 2022
Page 7 of 7

Notice provided to Employer via Certified Mail (7020 3160 0000 7288 1038)

PLACE INDUSTRIES, INC. D.B.A. DUTCH BROS COFFEE
8663 AUBURN FOLSOM RD.
GRANITE BAY, CALIFORNIA 95746

Notice provided to Employer via Certified Mail (7020 3160 0000 7288 1045)

PLACE INDUSTRIES, INC. D.B.A. DUTCH BROS COFFEE
ATTN: BRIAN PLACE, AGENT FOR SERVICE OF PROCESS
8424 AUBURN BLVD.
CITRUS HEIGHTS, CALIFORNIA 95610

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EXHIBIT 3

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EXHIBIT 4

Sarah Thurston v. Place Industries, Inc.
PLACER COUNTY SUPERIOR COURT CASE NO. S-CV-0048697 (PAGA Action)
JUDICIAL COUNCIL COORDINATION PROCEEDING CASE NO:

ATTORNEY TASK AND TIME CHART

TASK	PROTECTION LAW GROUP LLP
Investigation and Research / Due Diligence	
Investigation of Potential Damages Exposure of Defendant Place Industries, Inc. (“Defendant”) with Respect to the Damages Sustained by Plaintiff and other Putative Class Members and Potential PAGA Penalties.	12
Legal Research and Analysis of Latest Decisions Regarding Off-the-Clock, Meal and Rest Break, Arbitration Agreements, Representative PAGA Action, Manageability, Class Certification Elements including Adequacy, Typicality, Superiority, and Commonality, and Class Certification in California, Including all New and Relevant DLSE Materials	12
Investigation of Defendant, Defendant's Business Relationships, and the Industry in which Defendant Operates	3
Investigation of Defendant’s Organizational and Corporate Structure, and Executive Reporting Structure as They Relate to the Employment and Management of the Putative Class Members and Aggrieved Employees	1.5
Investigation, Research, and Analysis Regarding Defendant’s Executives, Officers, and Leadership with a Focus on Involvement in Wage-and-Hour Issues and Litigation History Involving Wage-and-Hour Issues and Other Related Employment Issues, to Evaluate Willfulness and Uniformity	2
Research and Analysis of Potential Defenses Defendant May Raise, Including <i>De Minimis</i> Work, Non-Compensable Off-the-Clock Work, Waiver, and Compliant Policies	6
Research and Investigation Re: Post- <i>Duran</i> vs. <i>U.S. Bank</i> Trial Manageability Issues, including Research Regarding Which Experts to Retain and For What Purpose	3
Research and Investigation re Impact of COVID-19 Pandemic on Defendant, its operations, and the putative Class Members	3

Prepare a Discovery Strategy Plan of Action, Including Topics of Inquiry Important to Certification, Liability, and Damages/Civil Penalties	20
Meet and Communicate with Plaintiff Sarah Thurston Throughout the Pendency of the Case	30

Pleadings and Court Filings

Draft, Review and/or Revise First Amended Complaint (filed September 7, 2022)	2
Draft, Review and/or Revise CMC Statement (filed October 7, 2022)	0.6
Review Defendant CMC Statement (filed October 10, 2022)	0.1
Review Answer to First Amended Complaint (filed October 12, 2022)	2
Review Court's Case Management Minute Order (filed on October 24, 2022)	0.1
Review Court's Minute Order RE: Arbitration (filed on December 20, 2022)	0.1
Review Court's Minute Order RE: Arbitration (filed on January 3, 2023)	0.1
Review Defendant's Declaration RE Status of Arbitration (filed on June 16, 2023)	0.1
Review Court's Order to Continue CMC pending Arbitration (filed on June 26, 2023)	0.1
Draft, Review and/or Revise Declaration of Amir Nayebeddash RE OSC Arbitration (filed June 23, 2023)	0.5
Review Court's Order Continuing CMC (filed on June 26, 2023)	0.1
Review Court's Case Management Order (filed on June 26, 2023)	0.1
Review Court's Order to Continue CMC pending Arbitration (filed on June 26, 2023)	0.1
Draft, Review and/or Revise Joint Case Management Conference Statement (filed October 16, 2023)	0.6
Review Court's Order to Continue OSC (filed on October 23, 2023)	0.1
Review Court's Notice of Rejection of Electronic Efiling (Substitution of Attorney) (filed on November 28, 2023)	0.1
Review Notice of Substitution of Attorney (filed on December 7, 2023)	0.1
Review Court's Order Continuing Hearing (filed on February 6, 2024)	0.1
Draft, Review and/or Revise Joint Status Conference Report (filed April 17, 2024)	0.6
Review Court's Order OSC (filed on April 22, 2024)	0.1
Review Notice of Case Management Conference (filed on April 23, 2024)	0.1
Draft, Review and/or Revise Notice of Change the Address (filed on April 23, 2024)	0.4
Review OSC Minute Order (filed on April 23, 2025)	0.1
Review OSC Minute Order (filed on July 21, 2025)	0.1
Draft, Review and/or Revise Joint Status Report RE: Order to Show Cause RE: Settlement (filed July 17, 2025)	0.6
Draft, Review and/or Revise Notice of Ruling (filed July 24, 2025)	0.6
Draft, Review and/or Revise Joint Reports for Arbitration hearings	5

Appearances

Prepare for and Attend Case Management Conference Hearing (October 24, 2022) (CourtCall)	1.6
Prepare for and Attend Hearing on Motion to Compel Arbitration (December 20, 2022) (CourtCall)	1.5
Prepare for and Attend Hearing on Motion to Compel Arbitration (January 3, 2023) (CourtCall)	1
Prepare for and Attend Order to Show the Cause - RE: Arbitration Status (June 26, 2023) (CourtCall)	0.9
Prepare for and Attend Order to Show the Cause - RE: Status of Arbitration (October 23, 2023) (CourtCall)	1.4
Prepare for and Attend Order to Show the Cause - RE: Status of Arbitration (April 22, 2024) (CourtCall)	1.2
Prepare for and Attend Order to Show the Cause - RE: Status of Arbitration (April 7, 2025) (CourtCall)	0.9
Prepare for and Attend Order to Show the Cause - RE: Settlement (April 21, 2025) (CourtCall)	1
Preparation and appearances for AAA arbitration hearings	10

Discovery and Deposition

Preparation of Discovery requests (FROGS, SROGS, RFP, set One, and Deposition Notice) for the class complaint	10
Preparation of Discovery requests (SROGS, RFP, set One, and Deposition Notice) during arbitration	10
Reviewing Defendant's responses on (FROGS, SROGS, RFP, set One, and Deposition Notice) for the class complaint	3

Mediation

Attorney's research of data and policies provided by Defendant to reveal the violations of wage and hour law	10
Conducting expert analysis of data provided by Defendant, including systematizing the data, conducting research, and reviewing the research	5
Draft, Review and/or Revise Mediation Brief	15
Participation two (2) attorneys in mediation	16

Letters, Correspondence and Communications

Communications with the Opposing Counsel regarding arbitration, mediation, and discovery during the pendency of the class complaint	5
Communications with the Opposing Counsel regarding arbitration, mediation, and discovery during the arbitration	3

Law and Motion	
Reviewing Plaintiff's motion to compel arbitration, memorandum of points and authorities, declarations of Kyle Kwick, Keith Rossman, and Brian Place	5
Preparation of Opposition to Motion to Compel Arbitration, including Declaration of Amir Nayebdadash, Objections to Evidence, and Proposed Order.	35
Draft of the Arbitration Demand to AAA for the purpose of initiating of the arbitration	2
Research, Draft, Review, and/or Revise Plaintiff's Motion for Final Approval of PAGA Settlement; Declaration of Heather Davis in Support Thereof, Declaration of Plaintiff Raul Reyna in Support Thereof; and [Proposed] Final Approval Order and Judgment; and Review: Declaration of Joanna Ghosh in Support of Motion for Final Approval of Class Action and PAGA Settlement; Declaration of Ruben Escobedo In Support of Motion for Attorneys' Fees, Declaration of Jeremy A. Rhyne In Support of Motion for Attorney's Fees, Declaration of Pablo Garcia Paniagua, Declaration of Elias Dolores Nicolas, and Declaration of Makenna Snow of ILYM Group, Inc. Regarding Notice and Settlement Administration (filed on June 20, 2025)	29.8
Total Hours:	275.40

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EXHIBIT 5

Protection Law Group, LLP
Custom Transaction Detail Report

Thurston, S. v Dutch Bros. Coffee

		Accrual Basis		
Date	Source Name	Memo	Debit	Credit Balance
06/30/2022	Department of Industrial Relations	LWDA-CM-892268-22 PAGA Letter	\$ 75.00	\$ 75.00
07/08/2022	Ace Attorney Service, Inc.	2080361 priority eFiling complatin, summmmons, CCS, notice of posting jury fees 6/30/22	\$ 1,650.15	\$ 1,725.15
08/19/2022	Ace Attorney Service, Inc.	2080398 eFiling priority NOJF 6/30/22	\$ 63.75	\$ 1,788.90
08/19/2022	Ace Attorney Service, Inc.	2081257 SD file notice of posting jury fees and payment of \$150 7/5/22	\$ 303.00	\$ 2,091.90
09/12/2022	Ace Attorney Service, Inc.	2093428 pdf process 3 day summons and complaint 8/10/22 citrus heights case S-CV-0048697	\$ 105.43	\$ 2,197.33
09/12/2022	Ace Attorney Service, Inc.	2097250 priority eFiling S-CV-0048697 thurston v place pos #2093428 on 8/22/22 placer county	\$ 71.65	\$ 2,268.98
09/19/2022	UPS	UPS Fee Discovery set 1	\$ 29.69	\$ 2,298.67
10/07/2022	Ace Attorney Service, Inc.	210179 eFiling FAC; POS 9/7/22	\$ 48.65	\$ 2,347.32
11/09/2022	Ace Attorney Service, Inc.	2113012 eFiling priority Case Management Statement 10/7/22	\$ 71.65	\$ 2,418.97
12/19/2022	UPS	ups fee: oppo to MTC arb	\$ 17.06	\$ 2,436.03
12/29/2022	Placer Superior Court CT Web	Vcourt appearance for 1/3/23 motion to compel for Priscilla	\$ 27.50	\$ 2,463.53
12/29/2022	Placer Superior Court CT Web	MTC vCourt confirmation (Kristen) S-CV-0048697 Motion to Compel 1/3/23	\$ 27.50	\$ 2,491.03
12/30/2022	Placer Superior Court CT Web	Vcourt appearance for 1/3/23 motion to compel for Priscilla- remote appearance cancellation refu...		\$ 22.50 \$ 2,468.53
01/04/2023	Veritext Corporate Services, Inc.	invoice 6276600 Attendance-no transcript 1.3.23 job 5646044 (SV0048697) Thurston v Place industr...	\$ 1,453.67	\$ 3,922.20
01/12/2023	Ace Attorney Service, Inc.	2132383 EFile priority opposition, declaration, objection, proposed order, proof of service 12/0...	\$ 75.65	\$ 3,997.85
06/22/2023	Ace Attorney Service, Inc.	2200147 eFiling declaration and pos 6.23.23	\$ 51.90	\$ 4,049.75
06/23/2023	Placer Superior Court CT Web	vCourt conference hearing	\$ 27.50	\$ 4,077.25
06/23/2023	American Arbitration Assoc	arb demand	\$ 362.25	\$ 4,439.50
10/20/2023	Placer Superior Court CT Web	vcourt remote appearnce Order to show cause id 383815693 10.23.23 (Brendan)	\$ 27.50	\$ 4,467.00
11/08/2023	Ace Attorney Service, Inc.	2243181 priority efiling joint cmc;pos 10.16.23	\$ 76.65	\$ 4,543.65
05/06/2024	Ace Attorney Service, Inc.	2310261 efiling joiint status conference report, pos 4.17.24 (Thurston v place)	\$ 51.90	\$ 4,595.55
05/22/2024	Ace Attorney Service, Inc.	2312118 efiling notice of change of address, pos 4.23.24	\$ 51.90	\$ 4,647.45
02/12/2025	Signature Resolution LLC	PR34831 Mediaton Fee for 3.13.25	\$ 11,495.00	\$ 16,142.45
03/05/2025	Codici, LLC	MXC20273; Expert Services; 03.05.2025	\$ 3,600.00	\$ 19,742.45
04/02/2025	Superior Court of CA, Placer	Fee for Remote Appearance reservation for OSC re: status Arb	\$ 28.88	\$ 19,771.33
07/17/2025	Superior Court of CA, Placer	Remote Appearance Reservation; (180404) Fee for Remote Appearance 120908	\$ 16.28	\$ 19,787.61
08/10/2025	Steno Agency, Inc.	efiling JOINT STATUS REPORT; PROOF OF SERVICE Completed on 7/18/2025	\$ 59.95	\$ 19,847.56
08/10/2025	Steno Agency, Inc.	efiling: NOTICE OF RULING; POS; Completed on 7/30/2025	\$ 59.95	\$ 19,907.51
		Total	\$ 19,930.01	\$ 22.50 \$ 19,907.51