BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP
Norman B. Blumenthal (SBN 068687)
Kyle R. Nordrehaug (SBN 205975)
Aparajit Bhowmik (SBN 248066)
Christine T. LeVu (State Bar #288271)
Justin G. Hewgill (State Bar #259528)
Adolfo Sanchez Contreras (State Bar #354371)
2255 Calle Clara
La Jolla, CA 92037
Telephone: (858) 551-1223
Facsimile: (858) 551-1232

Steven M. Tindall (SBN 187862)
smt@classlawgroup.com
Wynne Tidwell (SBN 348179)
ewt@classlawgroup.com
GIBBS MURA LLP
1111 Broadway, Suite 2100
Oakland, California 94607
Telephone: (510) 350-9700

Attorneys for *Plaintiffs* EPIPHANY SEAMAN, JAMIE GANGWER, COURTNEY ROSE, CASSANDRA STEINER, AUDREY TORRES, and SERENA NEGRETE

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF ORANGE

EPIPHANY SEAMAN, JAMIE GANGWER, COURTNEY ROSE, CASSANDRA STEINER, AUDREY TORRES, and SERENA NEGRETE, and on behalf of the State of California, as private attorney generals,

Plaintiffs,

vs.

SAS RETAIL SERVICES, LLC, a Limited Liability Company; and DOES 1 through 50, inclusive,

Defendants.

Case No. 30-2022-01292199-CU-OE-CXC

Assigned for all purposes to the Hon. Melissa R. McCormick, Dept. CX-104

SUPPLEMENTAL DECLARATION OF CHRISTINE T. LEVU IN SUPPORT OF PLAINTIFFS' MOTION FOR PAGA APPROVAL

Hearing Date: November 5, 2026
Hearing Time: 2:00 p.m.
Judge: Hon. Melissa R. McCormick
Dept.: CX105

Action Filed: November 17, 2022
Trial Date: Not Set

I, CHRISTINE T. LEVU, declare as follows:

I am an attorney at the law firm of Blumenthal Nordrehaug Bhowmik De Blouw LLP, counsel of record for Plaintiffs EPIPHANY SEAMAN, JAMIE GANGWER, COURTNEY ROSE, CASSANDRA STEINER, AUDREY TORRES, and SERENA NEGRETE ("Plaintiffs") in this matter. As such, I am fully familiar with the facts, pleadings and history of this matter. The following facts are within my own personal knowledge, and if called as a witness, I could testify competently to the matters stated herein. This supplemental declaration is being submitted in support of the Plaintiffs' motion for PAGA Approval, including attorneys' fees, costs and service awards, and in response to the Court's Order dated June 18, 2026. I have combined both the legal discussion and the factual discussion into a single document because this supplemental submission includes both information and legal authority.

The Court's questions and comments as set forth in the Court's Order dated June 18, 2026 are bolded below and the corresponding responses to the questions and comments directly follow as subsections for ease of reference:

PAGA Settlement:

1. Are there 19,000 aggrieved employees? *See* Hartranft Decl. (ROA 192) Ex. B. If not, how many aggrieved employees are there?

a. On September 3, 2026, Defense Counsel confirmed that there are 17,485 Aggrieved Employees and approximately 260,661 eligible pay periods for purposes of calculating the Individual PAGA Payments. (Supplemental Declaration of Madely Nava , ¶3; Declaration of Nolan McCready ("McCready Decl."), ¶3). Because 260,661 pay periods is below the 277,200 threshold identified in ¶ E.1, the Escalator Clause is not triggered.

2. The parties should provide the average, high and low individual PAGA payments.

a. Based on the number of PAGA Pay Periods, Aggrieved Employees, and other information confirmed by Defense Counsel, Apex, the Settlement Administrator, estimates that the lowest Individual PAGA Payment is $0.93, for an Aggrieved Employee with a single PAGA Pay Period; the average Individual PAGA Payment is $13.86; and the highest Individual PAGA Payment is $148.76, for an Aggrieved Employee with 160 PAGA Pay Periods.

3. **Each plaintiff should state his or her total compensation to be received (excluding for any enhancement award and including for any individual claims). Plaintiffs should also submit copies of the individual settlement agreement(s). See Settlement Agreement ¶ A.23**.

a. The Parties entered into five (5) separate Settlement and Release Agreements, which identify Plaintiffs' individual settlement amounts and have been submitted to the Court and are subject to a Motion to File Under Seal pursuant of Rule of Court, Rule 2.551 set to heard on February 25, 2027. (Defendant's Motion to File Under Seal filed October 9, 2026; Joint Notice of Lodging Conditionally Under Seal.) In addition to their individual settlement amounts under the PAGA settlement, Plaintiffs are entitled to receive the following amounts (net of attorneys' fees) under their individual settlement agreements:

- Serena Negrete: $10,000
- Epiphany Seaman: $10,000
- Jamie Gangwer: $44,000
- Courtney Rose: $10,000
- Cassandra Steiner: $44,000
- Audrey Torre: $10,000

4. The "Released Claims" provision in paragraph A.23 of the settlement agreement is overbroad. Releases for aggrieved employees other than plaintiffs should not release more than the civil penalties available under PAGA based on the facts alleged in the operative complaint and the notice letter(s) to the LWDA. Subsections (B), (C) and (D) should be removed, as should the third-to-last and last sentences of paragraph A.23. The meaning of the third-to-last sentence is unclear and the last sentence appears duplicative of other statements in the paragraph.

a. The Parties entered into an Amendment to the Private Attorneys General Act Settlement Agreement on October 20, 2026 ("Amendment to the PAGA Settlement Agreement") attached hereto as Exhibit 1, which makes the revisions to Paragraph A.23 ordered by the Court. Paragraph A.23 of the Amendment to the PAGA Settlement Agreement now reads as follows:

"Released Claims" means all claims for civil penalties available under PAGA based on the facts stated in the Operative Complaint and the PAGA Notices submitted by Plaintiffs to the LWDA, which occurred during the PAGA Period, including all alleged PAGA violations of the Labor Code, including without limitation, §§ 201, 202, 203, 204, 210, 211, 218, 221, 223, 225.5, 226, 226.3, 226.7, 227.3, 233, 246, 246.5, 510, 512, 551, 552, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2800, 2802, the applicable IWC Wage Order(s), and Cal. Code Regs., tit. 8, section 11040 and expressly excluding all other claims, including Plaintiffs' individual claims, which are subject to a separate release, claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, and California class claims, and PAGA claims outside of the PAGA period. The *res judicata* effect of the judgment will be the same as that of the Release. "Released Claims" do not include a release of individual claims the PAGA Members may have against the Released Parties. However, the "Released Claims" do include a release of all individual PAGA claims (as defined above in this paragraph) the PAGA Members have against the Released Parties, excluding Plaintiffs' individual claims, which are subject to a separate agreement.

5. **The "Released Parties" provision in paragraph A.24 is overbroad. It includes unrelated, ambiguous and/or unidentified third parties such as "affiliates," "partners, joint venturers, affiliated organization ," and "insurers, reinsurers and assigns, and each of their past, present and future officers, directors, trustees, agents, employees, attorneys, contractors, representatives, benefits plans sponsored or administered by the Released Parties, divisions, units, and branches, and any other persons or entities acting on behalf of or in concert with any of the foregoing or any persons who Defendant has an obligation to indemnify on account of the Released Claims."**

a. The Amendment to the PAGA Settlement makes the revisions to Paragraph A.24 ordered by the Court. Paragraph A.24 of the Amendment to the PAGA Settlement Agreement reads as follows:

"Released Parties" means Defendant and its past, present and future parents, subsidiaries, divisions, predecessors, successors, and shareholders.

6. The amount of settlement administration fees stated in paragraph B.2.d appears to contain a typographical error.

a. The Amendment to the PAGA Settlement corrects the typographical error in Paragraph B.2.d. Paragraph B.2.d of the Amendment to the PAGA Settlement Agreement reads as

follows:

Settlement Administration Costs. A maximum of $53,000 from the Gross Settlement Amount will be allocated and paid to the Settlement Administrator. The Settlement Administration Costs to be paid to the Settlement Administrator are subject to the Court's approval and will be paid only from the Gross Settlement Amount. Any portion of the Settlement Administration Costs identified herein not ordered paid to the Settlement Administrator will be added to the Net Settlement Amount.

7. **The phrase "the State of California" should be removed in two places in paragraph B.3.**

a. The Amendment to the PAGA Settlement makes the revisions to Paragraph B.3 ordered by the Court. Paragraph B.3 of the Amendment to the PAGA Settlement Agreement reads as follows:

PAGA Members' Release. Upon the Funding Date, Plaintiffs, on behalf of themselves and all PAGA Members, will release the Released Parties from the Released Claims during the PAGA Period. It is the intent of the Parties that the Settlement approval order and Final Judgment entered by the Court shall have full *res judicata* effect and be final and binding upon PAGA Members regarding the Released Claims during the PAGA Period.

8. **Paragraph B.3 states the aggrieved employees' releases are effective on the "Effective Date" which is "the date this Settlement is approved, and the Court's order granting Settlement Approval and Final Judgment." Settlement Agreement A.9. Defendant need not fund the settlement until 30 calendar days after the Effective Date. Settlement Agreement A.11. The court will not require the aggrieved employees to release their claims before defendant funds the entire gross settlement amount.**

a. The Amendment to the PAGA Settlement makes the revisions to Paragraph B.3 ordered by the Court. Paragraph B.3 of the Amendment to the PAGA Settlement Agreement reads as follows:

PAGA Members' Release. Upon the Funding Date, Plaintiffs, on behalf of themselves and all PAGA Members, will release the Released Parties from the Released Claims during the PAGA Period. It is the intent of the Parties that the Settlement approval order and Final Judgment entered by the Court shall have full *res judicata* effect and be final and binding upon PAGA Members regarding the Released Claims during the PAGA Period.

9. **The second sentence of paragraph B.3 should be removed, as its meaning is unclear.**

a. The Amendment to the PAGA Settlement removes the second sentence of Paragraph B.3 as ordered by the Court. Paragraph B.3 of the Amendment to the PAGA Settlement Agreement reads as follows:

> PAGA Members' Release. Upon the Funding Date, Plaintiffs, on behalf of themselves and all PAGA Members, will release the Released Parties from the Released Claims during the PAGA Period. It is the intent of the Parties that the Settlement approval order and Final Judgment entered by the Court shall have full *res judicata* effect and be final and binding upon PAGA Members regarding the Released Claims during the PAGA Period.

10. Plaintiffs have not provided any case-specific valuation analysis. Plaintiffs must state the legal and factual basis for each claim being settled, must identify the specific discovery (formal and informal) conducted to date, must describe in detail counsel's investigation of the merits of each claim, and must state how plaintiffs valued each claim being settled. Plaintiffs also must provide specific information sufficient for the court to evaluate whether the consideration being received for the release of the aggrieved employees' claims is reasonable in light of the strengths and weaknesses of the claims and the risks of the litigation.

a. Plaintiffs' Counsel retained Berger Consulting Group, an economic data consultant, to analyze that data and extrapolate it to the full population of Aggrieved Employees. Berger Consulting analyzed a statistical sample of payroll and time data provided by SAS, which included 1,436 aggrieved employees and 19,775 pay periods from May 2, 2019 through December 29, 2024 (extrapolated through March 3, 2025). SAS also produced handbooks and policies, including those used to determine the underpayment of mileage as set forth in more detail below. *See* Declaration of Steven M. Tindall ("Tindall Decl.") ¶¶10-16 for detailed valuation analysis.

b. **Reimbursement of Business Expenses**

i. SAS has failed to reimburse its employees for expenses, in violation of California Labor Code § 2802. California courts regularly use the IRS mileage rate as a "reasonable proximate estimation" of expenses incurred driving one's own vehicle when the employer pays expenses under a mileage reimbursement method. *See,*

e.g., Espejo v. Copley Press, Inc. (Cal. App. 2017) 13 Cal.App.5th 329, 372. SAS uses a mileage reimbursement method to pay its merchandisers. Per its own pay records, though, during 2019, SAS regularly paid mileage expenses at a rate below the IRS' standard mileage rate-as little as $0.15 per mile, when the IRS standard during 2019 was $0.58. SAS's reimbursements to its employees during that time did not adequately compensate them for the expenses they incurred driving these long distances to and from SAS's client retail stores. Plaintiffs were also not reimbursed for other miscellaneous expenses such as tolls.

ii. Second, Plaintiffs were required to use their personal cell phone for work related purposes, such as driving directions, accessing Defendant's app, communicating with team leads and coworkers during work hours inside their assigned locations, and responding to managers after work hours. Defendant did not however, reimburse Plaintiffs for use of their personal cell phones.

c. **Off-the-Clock**

i. SAS failed to pay its merchandisers for the full amount of time they actually drive, in violation of both minimum wage and overtime laws. Wage Order 7 section 4(b) requires payment for "*all* hours worked in the payroll period" (emphasis added), and section 3(a) requires overtime pay "in excess of eight hours in one workday." *See also* Cal. Lab. Code §§ 510(a), 1197. As California's Division of Labor Standards Enforcement has noted, drive time calculations are to be expressed "in 'time' and not distance" because "traffic patterns, of course, vary from location to location and travel times for the same distance would likewise vary." DLSE Letter, 2003 WL 27377748 (April 22, 2003); *see also Armenta v. Osmose, Inc.* (2005) 135 Cal.App.4th 314, 324 ("The minimum wage standard applies to each hour worked . . . for which they were not paid.").

ii. As of April 2018, Defendant's Travel and Per Diem Policy (Exhibit 2) specified that the first 30 minutes to store and last 30 minutes from store were not reimbursable as Business Drive Time. As of September 17, 2018, Defendant

updated its policy to state that when an employee did not have a designated office he or she is assigned to, an employee's daily commute was considered to be up to 60 minutes from home to his/her first assigned location for the day, and 60 minutes from his/her last assigned location for the day back home.

iii. Rather than record the actual time merchandisers spend driving—something that could easily be accomplished with current technology—SAS enters the starting and ending locations into an application that generates a purported average drive time and distance for that trip. According to information from SAS, these generated figures are not tailored to the distance actually driven by merchandisers or the time the drive actually took. As a result, merchandisers are regularly not paid for "all hours worked," nor for their corresponding overtime.

d. **Meal and Rest Period Violations**

i. The time and pay data, as analyzed by the Berger Consulting Group, shows that for shifts over six (6) hours, 3.3% of meal periods were late, 8.3% of meal periods were missed, and 3.4% of meal periods were short.

ii. As mentioned above, Plaintiffs reported to their Team Leads once they arrived at their assigned location. Plaintiffs did not clock in and out themselves; instead, their Team Lead would track their time for them. This same practice was used to track Plaintiffs' meal breaks.

iii. Moreover, Defendant's data did not show either meal period premiums or rest period premiums being paid during the PAGA Period.

iv. SAS not only failed to accurately track Plaintiffs' commute time from their home to their assigned location, but they also failed to keep accurate records of Plaintiffs' time once they arrived to their location. Defendants' practice was to provide 30-minute meal periods before the end of the fifth hour of work. The fifth hour however, was calculated from the time Plaintiffs started working at their assigned location, and not from the time they started driving.

v. Similarly, because Defendant did not accurately track the time when Plaintiffs were

on the clock, it is very difficult to assess if Plaintiffs took timely rest periods or not.

e. **Regular Rate of Pay**

i. Defendant paid non-discretionary compensation to the Aggrieved Employees, including: "Client IC Bonus Reduction", "Admin Bonus", "Employee Referral", "Retention Bonus", "ASM Bonus", "Spot Bonus", and "Signing Bonus". Defendant, however, failed to account for additional overtime in the calculation and payment of this compensation.

11. **The following phrase should be removed from paragraph E.1, as the court will not approve a settlement that permits defendant to shorten the PAGA Period: "or Defendant will have the option of moving the end date of the PAGA Period back to such date that there are not more than 252,000 PAGA Pay Periods."**

a. The Amendment to the PAGA Settlement makes the revisions to Paragraph E.1 ordered by the Court. Paragraph E.1 of the Amendment to the PAGA Settlement Agreement reads as follows:

> Pay Periods/Escalator Clause. This PAGA Only settlement is based on the fact that on the date of mediation, March 3, 2025, there were approximately 252,000 PAGA Pay Periods from May 2, 2019, through the date of mediation on March 3, 2025. Following the mediation, the Parties agreed to end the PAGA Period at June 15, 2025. Should this number of PAGA Pay Periods in the PAGA Period increase by 10% or more (252,000 plus 10% of 252,000, or 277,200), then the Gross Settlement Amount will also be proportionally increased by the amount in excess of such 10% threshold (for example, if such increase in pay periods were 0.001% over, then the Gross Settlement Amount would increase 0.001%). Prior to filing for approval, Defendant will send the Aggrieved Employee Data List and information regarding the number of PAGA Pay Periods for each Employee to the Administrator, who will then calculate the total number of Aggrieved Employees and PAGA Pay Periods and then the Parties will submit a declaration from the Administrator to the Court confirming the same with the approval motion

12. The parties (including all of the plaintiffs and defendant) should advise, in declarations filed with the court, whether, after making reasonable inquiry, they are aware of any class, representative or other collective action in any court that asserts claims similar to those asserted in this action. If any such actions are known to exist, the declarations shall also state the name and case number of any such case and the procedural status of that case, and describe the

impact of the settlement on that case.

a. Plaintiffs are aware of related action: *Kristine McKeown vs. SAS Retail Services, LLC*, Case No. 24CV103608, filed on February 17, 2024 pending in the Alameda County Superior Court.

b. Please see the McCready Decl, ¶ 2, filed concurrently herewith.

c. Please see the Tindall Decl, ¶17, filed concurrently herewith.

13. **Plaintiffs Gangwer, Steiner, Torres and Negrete must submit copies of their notice letters to the LWDA.**

a. Attached hereto as **Exhibit 2** is the initial notice letter to the LWDA submitted by Plaintiff Gangwer.

b. Attached hereto as **Exhibit 3** **is** the initial notice letter to the LWDA submitted by Plaintiffs Seaman and Rose.

c. Attached hereto as **Exhibit 4** is the amended notice letter to the LWDA submitted by all Plaintiffs.

14. Plaintiffs' counsel seeks attorneys' fees totaling one-third of the gross settlement amount. Absent unique circumstances, the court is unlikely to approve an attorneys' fees award that exceeds 30% of the gross settlement amount.

a. The Amendment to the PAGA Settlement revises Paragraph B.2.a to fees of 30% of the Gross Settlement Amount. In light of the Court's June 18, 2026 Order, this is the amount of fees that Plaintiffs' counsel now seeks. Paragraph B.2.a of the Amendment to the PAGA Settlement Agreement reads as follows:

> Attorneys' Fees. In full satisfaction of all claims Plaintiffs or Plaintiffs' Counsel may have for attorneys' fees arising out of the Action, the Parties agree that Plaintiff's Counsel will ask the Court for an amount not to exceed thirty percent (30%) of the Gross Settlement Amount, which shall be split 50/50 between BNBD and Gibbs. Defendant will not oppose a request made by Plaintiffs for an award of Attorneys' Fees within this amount. The Attorneys' Fees to be awarded to Plaintiffs is subject to the approval of the Court and will be paid only from the Gross Settlement Amount. Any portion of the Attorneys' Fees not awarded to Plaintiffs' Counsel will be added to the Net Settlement Amount. Plaintiffs understand and agree that this Settlement Agreement shall remain in full force and effect even if the full amount of Attorneys' Fees identified herein is not awarded by the Court.

However, Plaintiffs' Counsel retains their right to appeal any decision by the Court regarding the Attorneys' Fees.

15. Plaintiffs' counsel should address in the supplemental filings whether any such unique circumstances exist here. Plaintiffs' counsel must provide the position (e.g., partner, associate, etc.), years of practice, and experience in PAGA actions for Yesenia Silva, Brooke Waldrop and Randy Hy, as those individuals are not listed in the firm resume. Wilkinson Decl. (ROA 189) Ex. 3.

a. The chart below provides the Court information on Yesenia Silva, Brooke Waldrop and Randy Hy, which include their experience, hourly rate and total time spent.

Attorney/Paralegal	Approx. Experience	PAGA Experience
Randy Hy	Associate Attorney – 10 years' experience	2 years
Brooke Waldrop	Associate Attorney – 8 years' experience	8 years
Yesenia Silva	Paralegal – 5 years' experience	5 years

16. Plaintiffs' counsel seeks reimbursement for $42,321.76 in costs. Plaintiffs' counsel must submit invoices for all mediations and expert fees. FedEx charges are not recoverable and should be removed. Counsel from Gibbs Mura LLP should submit invoices for the charges for "Class Action Research & Litigation" and "Advantage Sales & Marketing," and explain why those charges should reasonably be reimbursed from the gross settlement amount. Counsel should also explain why the costs related to the arbitration of plaintiff Gangwer's individual PAGA claim should reasonably be reimbursed from the gross settlement amount (see Tindall Decl. (ROA 191) 18), and why appellate costs should be reimbursed from the gross settlement amount.

a. In light of the Court's Order, Plaintiffs' counsel now seeks reimbursement in the amount of $41,723.154 in costs. Gibbs Mura LLP's revised cost request ($17,983.29) is described in the Tindall Declaration, submitted herewith.

b. FedEx charges have been removed from the Attorneys' Expenses requested by BNBD. A true and correct copy of BNBD's revised litigation expenses are attached hereto as **Exhibit 5**, which reflects incurred costs of $23,739.85. True and correct copies of invoices for mediation fees (Ortman mediation) issued in the aggregate amount of $15,000 to Plaintiffs'

Counsel only and expert fees (Berger Consulting Group) in the amount of $10,270 are attached hereto as **Exhibit 6**. Appellate Costs were reasonable and necessary as had Plaintiffs/Respondents not opposed the appeal of this Court's denial of the motion to compel arbitration, Plaintiffs/Respondents would have lost their opportunity to challenge Defendant/Appellant's appeal regarding this Court's jurisdiction, and the case may have been compelled to arbitration. Moreover, the Court of Appeal ordered that Plaintiffs/Respondents should recover costs on appeal. (Court of Appeal Opinion dated August 2, 2024.)

17. Each of the six named plaintiffs seeks a $10,000 enhancement award, for a total of $60,000 in enhancement awards to be paid from the gross settlement amount. Absent unique circumstances, the court is unlikely to approve an enhancement award that exceeds $2,500 for each plaintiff ($15,000 total for the six named plaintiffs). Plaintiffs should address in the supplemental filings whether any such unique circumstances exist here.

a. Plaintiffs have reduced the service award that they request to $2,500 each. Paragraph B.2.c of the Amendment to the PAGA Settlement Agreement reads as follows:

> Service Awards. Plaintiffs may request an award not to exceed Two Thousand Five Hundred Dollars and No Cents ($2,500.00) each as a Service Award that will be paid from the Gross Settlement Amount. Defendant will not oppose a request by Plaintiffs for Service Awards that are within this amount. The Service Awards are in addition to the payment that Plaintiffs are entitled to from the Net Settlement Amount and in addition to Plaintiffs' individual settlement agreements which are the subject of a separate settlement agreement. Any portion of the Service Awards not awarded to Plaintiffs will be added to the Net Settlement Amount. Plaintiffs understand and agree that this Settlement Agreement shall remain in full force and effect even if the full amount of the Service Awards identified herein is not awarded by the Court. The Service Awards shall not be subject to tax withholding and Plaintiffs will receive an IRS Form 1099 for those payments.

PAGA Notice Letter:

18. The notice letter should be revised consistent with the above.

a. The revised PAGA Notice Letter attached hereto as **Exhibit 7**, which is consistent with the Amendment to the PAGA Settlement Agreement.

19. The notice letter should (i) provide an explanation of PAGA; (ii) describe the factual allegations of the operative complaint; (iii) describe the scope of released claims; (iv) state the gross

settlement amount, net settlement amount, and the portions allocated to the LWDA and the aggrieved employees; (v) explain how the individual payments will be calculated; (vi) describe the recipient's responsibility for any taxes payable on the amount received; and (vii) notify the aggrieved employees that they cannot opt out of the settlement and that, even if they do not cash their checks, they will be bound by the release.

a. Line items (i) through (vii) have been included in the revised PAGA Notice Letter.

20. The "Released Claims" described in the notice letter are inconsistent with the settlement agreement and must, in any event, be revised as stated above.

a. Paragraph 3 of the revised PAGA Notice reads as follows:

> Defendant denies all claims and allegations in the Action, denies that it owes any penalties to Plaintiffs and/or the Settlement Employees, and asserts that it has fully complied with all applicable Labor Code and all other provisions of law noted below. Nevertheless, to avoid further costs and time in defending the Action, Defendant has settled the Action, and the Court has approved the settlement and release of all "Released PAGA Claims". "Released PAGA Claims" are all claims for civil penalties available under PAGA based on the facts stated in the Operative Complaint and the PAGA Notices submitted by Plaintiffs to the LWDA, which occurred during the PAGA Period, including all alleged PAGA violations of the Labor Code, including without limitation, §§ 201, 202, 203, 204, 210, 211, 218, 221, 223, 225.5, 226, 226.3, 226.7, 227.3, 233, 246, 246.5, 510, 512, 551, 552, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2800, 2802, the applicable IWC Wage Order(s), and Cal. Code Regs., tit. 8, section 11040 and expressly excluding all other claims, including Plaintiffs' individual claims, which are subject to a separate release, claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, and California class claims, and PAGA claims outside of the PAGA period.. The *res judicata* effect of the judgment will be the same as that of the Release. "Released Claims" do not include a release of individual claims the PAGA Members may have against the Released Parties. However, the "Released Claims" do include a release of all individual PAGA claims (as defined above in this paragraph) the PAGA Members have against the Released Parties, excluding Plaintiffs' individual claims, which are subject to a separate agreement. By Judgment dated November _____, 2026, the Superior Court of California for the County of Orange approved the settlement of the Action and the Released PAGA Claims

21. The last sentence of the third paragraph is inconsistent with paragraph C.12 of the settlement agreement. If the parties intend Legal Aid at Work to be the cy pres recipient, the settlement agreement should be revised and the parties and counsel must submit declarations stating whether they have any interest in the cy pres recipient, including in its governance. In addition, if the parties intend Legal Aid at Work to be the cy pres

recipient, the parties should also provide a declaration demonstrating the propriety of the cy pres recipient, and explaining why a cy pres distribution is appropriate here, as opposed to, e.g., distributing any unclaimed funds to the State Controller's Office in the aggrieved employee's name.

a. Of note, Plaintiffs' Motion and initial PAGA Settlement Agreement read that unclaimed funds go to the State Controller, not Legal Aid at Work. (Motion for PAGA Approval, 6:25-7:2, Private Attorneys General Act Settlement Agreement and Release, ¶12) Paragraph 7 of the revised PAGA Notice reads as follows:

> According to the Defendant's records, you are an Settlement Employee and are therefore eligible to receive an Individual PAGA Payment under the Court-approved allocation which is based upon the pay periods you worked during the PAGA Period. The enclosed settlement check shall remain valid for 180 days after mailing. After the void date, the Administrator shall transmit the funds represented by such checks to State Controller Unclaimed Property Fund in the name of the individual who failed to cash their check.

22. Will the settlement administrator maintain a website for this case? If so, the notice letter should provide the URL for case website and identify the key case documents (including the order and judgment) that will be posted on the website, and should state that judgment will be posted on the settlement administrator's website for at least 180 days.

a. The Settlement Agreement does not contemplate the maintaining of a website. As this is a PAGA-only Settlement, the Parties further agree that a website need not be maintained.

23. Should the notice letter be provided in any language other than English? If the notice will be provided in a language(s) other than English, a certified copy of the translated notice (together with an English-language copy) should be attached to the proposed order and judgment as an exhibit.

a. The Settlement Agreement does not call for the notice to be in any language other than English. The Parties further agree that the notice can be disseminated in English only as the Aggrieved Employees worked for Defendant in English.

Proposed Order and Judgment:

24. The proposed order and judgment should be revised consistent with the above.

a. The revised Proposed Order and Judgment attached hereto as **Exhibit 8**, which is consistent with the Amendment to the PAGA Settlement Agreement.

25. Counsel information should be removed from the caption page of the proposed order and judgment.

a. Counsel Information has been removed from the caption page.

26. The settlement agreement and any amendments thereto should be attached as exhibits to the proposed order and judgment (along with the notice letter in all languages). Paragraph 2 of the proposed order and judgment should be revised accordingly.

a. Paragraph 2 of the revised Proposed Order and Judgment reads:

> Plaintiffs exhausted all administrative remedies required to bring the PAGA claims asserted in this action and is authorized to act as private attorneys general with respect to the PAGA claims being released under the terms of the Private Attorneys General Act Settlement Agreement and Amendment to the Private Attorneys General Act Settlement Agreement ("Settlement Agreement") attached hereto as Exhibit 1, which is incorporated by reference. The California Labor Workforce Development Agency (the "LWDA") was provided with notice of the Settlement and the motion for approval of the PAGA settlement via its online process, and no objection has been received to the settlement or the motion from the Labor Workforce Development Agency.

b. Paragraph 9 of the revised Proposed Order and Judgment reads as follows

> Attached hereto as Exhibit 2 is the Notice of PAGA Settlement which will be disseminated to the Aggrieved Employees. The notice of entry of the judgment shall be mailed to the Aggrieved Employees along with the Notice of Settlement.

27. The proposed order and judgment should state how notice of entry of the judgment will be given to the aggrieved employees.

a. The notice of entry of the judgment shall be mailed to the Aggrieved Employees along with the Notice of Settlement.

b. Paragraph 9 of the revised Proposed Order and Judgment reads as follows:

> Attached hereto as Exhibit 2 is the Notice of PAGA Settlement which will be disseminated to the Aggrieved Employees. The notice of entry of the judgment shall be mailed to the Aggrieved Employees along with the Notice of Settlement.

28. The proposed order and judgment should state that the court orders the parties, their counsel and the settlement administrator to administer the settlement in accordance with

the terms of the settlement agreement.

a. Paragraph 10 of the revised Proposed Order and Judgment reads as follows:

> The Parties, their Counsel and the Settlement Administrator shall administer the Settlement in accordance with the terms of the Settlement Agreement.

29. The proposed order and judgment should include a proposed date for the final accounting hearing. The final accounting hearing should occur after the deadline to cash checks has expired. The court holds final accounting hearings on Thursdays at 9:00 a.m. The proposed order and judgment shall state that counsel shall submit a final administrator's report at least 9 court days before the hearing addressing the status of the settlement administration, including the actual amounts paid to the aggrieved employees and the other amounts distributed under the settlement, including any uncashed checks.

a. Paragraph 11 of the revised Proposed Order and Judgment reads as follows:

> The Final Accounting hearing is set for August 19, 2027 at 9:00 a.m. PAGA Counsel shall submit a final administrator's report at least 9 court days before the hearing addressing the status of the settlement administration, including the actual amounts paid to the aggrieved employees and the other amounts distributed under the settlement, including any uncashed checks

30. If required, an amendment to the settlement agreement shall be submitted, rather than an "amended settlement agreement," to streamline the court's review of the documents. The parties shall provide redlined copies of any revised documents (e.g., revised settlement agreement, revised notice, revised proposed order)

a. Attached hereto as **Exhibit 9** is a true and correct copy of the redlines to the Amendment to the PAGA Settlement Agreement.

b. Attached hereto as **Exhibit 10** is a true and correct copy of the redlines to the Private Attorneys General Act Settlement Agreement and Release

c. Attached hereto as **Exhibit 11** is a true and correct copy of the redlines to the PAGA Notice Letter.

d. Attached hereto as **Exhibit 12** is a true and correct copy of the redlines to the Proposed Order and Judgment.

31. Plaintiffs are ordered to give notice, including to the LWDA, and to file a proof of service. Plaintiffs must also serve the LWDA with any supplemental brief and any amended settlement documents, and file a proof of service.

a. This Supplemental Declaration and all supporting documents were submitted to the LWDA concurrently with the filing of the Supplemental Briefing in compliance with the Court's Order.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 23rd day of October, 2026, at San Diego, California.

/s/ Christine T. LeVu
Christine T. LeVu

EXHIBIT #1

AMENDMENT TO THE PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT AGREEMENT AND RELEASE

IT IS HEREBY STIPULATED AND AGREED by and between Plaintiffs Jamie Gangwer ("Gangwer"), Epiphany Seaman ("Seaman"), Courtney Rose ("Rose"), Serena Negrete ("Negrete"), Audrey Torres ("Torres"), and Cassandra Steiner ("Steiner") (collectively, "Plaintiffs"), on behalf of themselves, the State of California, and all allegedly Aggrieved Employees (referred to herein as the "PAGA Members"), and Defendant SAS Retail Services, LLC ("Defendant") (collectively the "Parties"), subject to the approval of the Court, to amend and modify the Private Attorney General Action Settlement Agreement and Release and the exhibits thereto, filed on April 9, 2026 as Exhibit 1 to the Notice of Errata [ROA #208], with this Amendment to the Private Attorney General Action Settlement Agreement and Release ("Amendment") as follows:

I. RECITALS

WHEREAS, on March 9, 2026, Plaintiffs filed a Third Amended Representative Action Complaint in the Seaman & Rose Lawsuit to reflect the correct PAGA Period and the include Labor Code § 216;

II. SETTLEMENT TERMS

A. Definitions

3. "Agreement or "Settlement Agreement" shall mean collectively the Private Attorney General Action Settlement Agreement and Release and the Amendment thereto.

4. "Attorneys' Fees" means such attorneys' fees as the Court may award to Plaintiffs' Counsel for the services they have rendered and will render to the PAGA Members in the Action, and which shall not exceed thirty percent (30%) of the Gross Settlement Amount.

16. "Notice" means the form of notice that will be sent to each PAGA Member accompanying their Individual PAGA Payments, which shall be substantially in the form attached hereto to the Amendment as **Exhibit A.**

17. "Operative Complaint" means the operative, Third Amended Representative Action Complaint filed by Plaintiffs on March 9, 2026.

23. "Released Claims" means all claims for civil penalties available under PAGA based on the facts stated in the Operative Complaint and the PAGA Notices submitted by Plaintiffs to the LWDA, which occurred during the PAGA Period, including all alleged PAGA violations of the Labor Code, including without limitation, §§ 201, 202, 203, 204, 210, 211, 218, 221, 223, 225.5, 226, 226.3, 226.7, 227.3, 233, 246, 246.5, 510, 512, 551, 552, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2800, 2802, the applicable IWC Wage Order(s), and Cal. Code Regs., tit. 8, section 11040 and expressly excluding all other claims, including Plaintiffs'

individual claims, which are subject to a separate release, claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, and California class claims, and PAGA claims outside of the PAGA period.. The *res judicata* effect of the judgment will be the same as that of the Release. "Released Claims" do not include a release of individual claims the PAGA Members may have against the Released Parties. However, the "Released Claims" do include a release of all individual PAGA claims (as defined above in this paragraph) the PAGA Members have against the Released Parties, excluding Plaintiffs' individual claims, which are subject to a separate agreement.

24. "Released Parties" means Defendant and its past, present and future parents, subsidiaries, divisions, predecessors, successors, and shareholders.

25. "Service Award" means such compensation as the Court may award to Plaintiffs for their efforts during the Action, which shall not exceed Two Thousand Five Hundred Dollars and No Cents ($2,500.00).

B. Consideration

2. Monetary Settlement Components. Provided that the Court approves the Settlement and the Effective Date occurs, Defendant will pay the Gross Settlement Amount. Defendant will deposit the Gross Settlement Amount into the Settlement Fund Account, which shall be administered by the Settlement Administrator. All amounts to be paid pursuant to this Settlement Agreement shall be paid out of the Settlement Fund Account.

a. Attorneys' Fees. In full satisfaction of all claims Plaintiffs or Plaintiffs' Counsel may have for attorneys' fees arising out of the Action, the Parties agree that Plaintiff's Counsel will ask the Court for an amount not to exceed thirty percent (30%) of the Gross Settlement Amount, which shall be split 50/50 between BNBD and Gibbs. Defendant will not oppose a request made by Plaintiffs for an award of Attorneys' Fees within this amount. The Attorneys' Fees to be awarded to Plaintiffs is subject to the approval of the Court and will be paid only from the Gross Settlement Amount. Any portion of the Attorneys' Fees not awarded to Plaintiffs' Counsel will be added to the Net Settlement Amount. Plaintiffs understand and agree that this Settlement Agreement shall remain in full force and effect even if the full amount of Attorneys' Fees identified herein is not awarded by the Court. However, Plaintiffs' Counsel retains their right to appeal any decision by the Court regarding the Attorneys' Fees.

c. Service Awards. Plaintiffs may request an award not to exceed Two Thousand Five Hundred Dollars and No Cents ($2,500.00) each as a Service Award that will be paid from the Gross Settlement Amount. Defendant will not oppose a request by Plaintiffs for Service Awards that are within this amount. The Service Awards are in addition to the payment that Plaintiffs are entitled to from the Net Settlement Amount and in addition to Plaintiffs'

individual settlement agreements which are the subject of a separate settlement agreement. Any portion of the Service Awards not awarded to Plaintiffs will be added to the Net Settlement Amount. Plaintiffs understand and agree that this Settlement Agreement shall remain in full force and effect even if the full amount of the Service Awards identified herein is not awarded by the Court. The Service Awards shall not be subject to tax withholding and Plaintiffs will receive an IRS Form 1099 for those payments.

d. Settlement Administration Costs. A maximum of $53,000 from the Gross Settlement Amount will be allocated and paid to the Settlement Administrator. The Settlement Administration Costs to be paid to the Settlement Administrator are subject to the Court's approval and will be paid only from the Gross Settlement Amount. Any portion of the Settlement Administration Costs identified herein not ordered paid to the Settlement Administrator will be added to the Net Settlement Amount.

3. PAGA Members' Release. Upon the Funding Date, Plaintiffs, on behalf of themselves and all PAGA Members, will release the Released Parties from the Released Claims during the PAGA Period. It is the intent of the Parties that the Settlement approval order and Final Judgment entered by the Court shall have full *res judicata* effect and be final and binding upon PAGA Members regarding the Released Claims during the PAGA Period.

E. Miscellaneous Provisions

1. Pay Periods/Escalator Clause. This PAGA Only settlement is based on the fact that on the date of mediation, March 3, 2025, there were approximately 252,000 PAGA Pay Periods from May 2, 2019, through the date of mediation on March 3, 2025. Following the mediation, the Parties agreed to end the PAGA Period at June 15, 2025. Should this number of PAGA Pay Periods in the PAGA Period increase by 10% or more (252,000 plus 10% of 252,000, or 277,200), then the Gross Settlement Amount will also be proportionally increased by the amount in excess of such 10% threshold (for example, if such increase in pay periods were 0.001% over, then the Gross Settlement Amount would increase 0.001%). Prior to filing for approval, Defendant will send the Aggrieved Employee Data List and information regarding the number of PAGA Pay Periods for each Employee to the Administrator, who will then calculate the total number of Aggrieved Employees and PAGA Pay Periods and then the Parties will submit a declaration from the Administrator to the Court confirming the same with the approval motion

It is hereby agreed.

Dated: 10 / 20 / 2026

Jamie Gangwer
On his own behalf, on behalf of alleged PAGA Members, and as representative of the State of California

Dated: 10/09/2026

Epiphany Seaman (Oct 9, 2026 11:17:39 PDT)

Epiphany Seaman
On her own behalf, on behalf of alleged PAGA Members, and as representative of the State of California

Dated: 10/13/2026

Courtney Rose (Oct 13, 2026 16:18:05 PDT)

Courtney Rose
On her own behalf, on behalf of alleged PAGA Members, and as representative of the State of California

Dated: 10/15/2026

Serena Negrete (Oct 15, 2026 19:53:04 PDT)

Serena Negrete
On her own behalf, on behalf of alleged PAGA Members, and as representative of the State of California

Dated: 10/09/2026

Audrey Torres (Oct 9, 2026 10:36:33 PDT)

Audrey Torres
On her own behalf, on behalf of alleged PAGA Members, and as representative of the State of California

Dated: 10/14/2026

Cassandra Steiner (Oct 14, 2026 08:45:26 PDT)

Cassandra Steiner
On her own behalf, on behalf of alleged PAGA Members, and as representative of the State of California

SAS RETAIL SERVICES, LLC

Dated: 10/20/2026

Rhianna S. Hughes

By: Rhianna Hughes
Its: Chief Legal Officer & Corporate Secretary

Approved as to form:

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

Dated: 10/16/26

Kyle Nordrehaug
Attorneys for Plaintiffs Epiphany Seaman, Courtney Rose, Serena Negrete, Audrey Torres, and Cassandra Steiner, on their own behalf and on behalf of alleged Aggrieved Employees

GIBBS MURA LLP

Dated: 10/20/2026

Steven Tindall
Attorneys for Plaintiff Jamie Gangwer, on his own behalf and on behalf of alleged Aggrieved Employees

Approved as to form:

LITTLER MENDELSON, P.C.

Dated: 10/20/2026

Fermin H. Llaguno
Nolan McCready
Kimberly M. Shappley
Attorneys for Defendant SAS Retail Services, LLC

4923-2101-9427.4 / 121498.1004

EXHIBIT #2

GIBBS LAW GROUP
LLP

February 14, 2019

VIA US MAIL

Department of Industrial Relations
Accounting Unit
455 Golden Gate Avenue, 10th Floor
San Francisco, CA 94102

Re: Filing Fee for Initial PAGA Notice
LWDA Case No. LWDA-CM-666786-19

Dear Sir or Madam:

Please find enclosed a check in the amount of $75 as payment for the filing fee of the PAGA Claim Notice that was submitted online on February 14, 2019, for the above-referenced matter. I am also enclosing a copy of the letter that was submitted on that day along with the confirmation receipt that was sent by email. Should you have any questions, please do not hesitate to contact our office.

Very truly yours,

GIBBS LAW GROUP LLP

A. Barber

Alexis Barber
Legal Secretary

Enclosures

www.ClassLawGroup.com
505 14th Street, Suite 1110, Oakland, CA 94612
T. 510 350 9700 F. 510 350 9701

GIBBS LAW GROUP
LLP

February 14, 2019

VIA ELECTRONIC SUBMISSION AND CERTIFIED MAIL

California Labor and Workforce Development Agency
Attn: PAGA Administrator
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102

Re: Violations of California Labor Code by SAS Retail Services, LLC

Dear Sir or Madam:

On behalf of our client Jamie Gangwer, and pursuant to California Labor Code §§ 2699 and 2699.3, we hereby submit to the California Labor and Workforce Development Agency (LWDA) this notice of violations of the California Labor Code committed by Mr. Gangwer's employer SAS Retail Services, LLC (hereafter, "SAS"). We intend to file a complaint against SAS that, once amended, will include claims under the Private Attorneys General Act of 2004 (PAGA) and write to provide notice of the statutory violations described below. The claims for civil penalties are based on the following facts.

SAS is a leading merchandising company that, among other things, handles inventory and displays for Wal-Mart. Merchandisers like Mr. Gangwer help retailers set up and rotate their in-store product displays to maximize sales. They also help retail companies set up shelves and displays when these companies open a new store or re-open an existing store after a remodel.

SAS's merchandisers often must drive to relatively remote locations to set up or rearrange in-store displays. Many merchandiser teams must travel so far that they are required to stay overnight in hotels.

SAS uses a mobile application for employees to clock in when they arrive at a retail store location and clock out when they leave. This mobile application uses Google Maps to estimate drive time to and from each store. SAS uses Google Maps' estimates on drive time, which regularly underestimates the amount of time merchandisers actually spend driving. Nor does the application account for rush-hour traffic, road construction, weather, or other factors that may alter trip length.

SAS also underpays its merchandisers for mileage. Although the IRS mileage reimbursement rate for 2019 is 58 cents per mile, SAS reimburses employees at rates significantly below this rate—as little as 15 cents per mile.

During the time that Mr. Gangwer has worked as a merchandiser for SAS, he has not received the following: (1) minimum wage for his full drive time, (2) overtime compensation

that accounts for his full drive time, or (3) full reimbursement for miles driven. In addition, former employees are terminated from employment at SAS without being paid all wages due to them. These violations are described in further detail below:

Unpaid Minimum Wage

SAS's compensation system has not paid Mr. Gangwer and his fellow merchandisers minimum wage for all hours that they worked, including their drive time. On behalf of his fellow SAS merchandisers, Mr. Gangwer seeks penalties for SAS's failure to pay minimum wage, including an amount sufficient to recover underpaid wages. *See* Cal. Labor Code §§ 558, 1197.1; IWC Minimum Wage Order 2019.

Unpaid Overtime

SAS's time-tracking application does not account for SAS merchandisers' actual hours driven. When accounting for those hours, Mr. Gangwer and his fellow merchandisers worked on many occasions more than 8 hours in a workday and more than 40 hours in a single week. However, where their drive time is not properly accounted for, they receive no premium on their excess hours. On behalf of his fellow SAS merchandisers, Mr. Gangwer seeks penalties, including unpaid overtime compensation, for all hours worked over 8 hours in a day or over 40 hours in a week. *See* Cal. Labor Code §§ 510, 558.

Expense Reimbursement

SAS does not sufficiently reimburse its merchandisers for the mileage driven to their work sites, especially when compared to the current IRS mileage reimbursement rate of 58 cents per mile. Mr. Gangwer seeks penalties for expenses merchandisers have incurred in driving their own vehicles long distances to stores. *See* Cal. Labor Code §§ 1197.1, 2802.

Waiting Time Penalties

Former employees who terminate their employment from SAS are terminated without being paid all wages that are due to them at the time of termination because, as described above, they are not paid properly for straight time and overtime hours worked. Mr. Gangwer seeks penalties for the failure to pay all wages due to terminated merchandisers at the time of their termination. See Labor Code § 203(a).

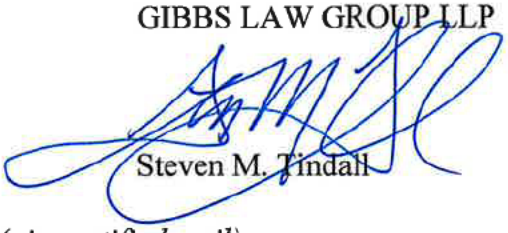
CONCLUSION

On behalf of other affected SAS merchandisers, Mr. Gangwer intends to bring his action under PAGA, as well as California Labor Code §§ 203, 510, 558, 1197.1, 2802, the IWC

Minimum Wage Order, and IWC Wage Order No. 7. In addition to the relief described above, Mr. Gangwer also seeks reasonable attorneys' fees, interest, and costs.

Sincerely,

GIBBS LAW GROUP LLP



Steven M. Tindall

cc: SAS Retail Services, LLC (*via certified mail)*
1575 N. Main Street
Orange, CA 92867

SAS Retail Services, LLC (*via certified mail)*
c/o CSC
251 Little Falls Drive
Wilmington, DE 19808

SAS Retail Services, LLC (*via certified mail)*
c/o CSC – Lawyers Incorporating Service
2710 Gateway Oaks Drive, Suite 150N
Sacramento, CA 95833

HOLD TO LIGHT TO VIEW TRUE WATERMARK IN PAPER. HEAT SENSITIVE RED LOCK DISAPPEARS WHEN HEATED

3162

GIBBS LAW GROUP LLP
OPERATING ACCOUNT
505 14TH ST STE 1110
OAKLAND, CA 94612

ESQUIRE BANK
Ph. 1-800-996-0213
320 Old Country Rd.
Garden City, NY 11530
50-7306/260

2/14/2019

PAY TO THE ORDER OF LWDA $ **75.00

Seventy-Five and 00/100********** DOLLARS

Dept of Industrial Relations
Accounting Unit
455 Golden Gate Ave, 10th Floor
San Francisco, CA 94102

MEMO LWDA-CM-666786-19

AUTHORIZED SIGNATURE

Security features. Details on back.

[redacted]

EXHIBIT #3

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP
2255 CALLE CLARA
LA JOLLA, CALIFORNIA 92037
Web Site: www.bamlawca.com
San Diego | San Francisco | Sacramento | Los Angeles | Riverside | Santa Clara | Orange | Chicago
Phone: (858) 551-1223
Fax: (858) 551-1232

WRITERS E-MAIL:
Nick@bamlawca.com

WRITERS EXT:
1004

July 8, 2022
CA2613

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

Labor and Workforce Development Agency
Online Filing

SAS Retail Services, LLC
Certified Mail #70220410000153343690
CSC - Lawyers Incorporating Service
2710 Gateway Oaks Dr., Suite 150N
Sacramento, CA 95833

Re: Notice Of Violations Of California Labor Code Sections §§ 201, 202, 203, 204 *et seq.*, 210, 218, 221, 226(a), 226.7, 227.3, 246 et seq., 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 1 1070(14) (Failure to Provide Seating), Violation of Applicable Industrial Welfare Commission Wage Order(s), and Pursuant To California Labor Code Section 2699.5.

Dear Sir/Madam:

"Aggrieved Employees" refers to all individuals who are or previously were employed by SAS Retail Services, LLC in California, including any employees staffed with SAS Retail Services, LLC by a third party, and classified as non-exempt employees during the time period of July 8, 2021 until a date as determined by the Court. Our offices represent Plaintiffs Epiphany Seaman and Courtney Rose ("Plaintiffs") and other Aggrieved Employees in a lawsuit against SAS Retail Services, LLC ("Defendant"). Plaintiff Seaman was employed by Defendant in California as a non-exempt employee from November 2019 to February of 2022 and entitled to the legally required meal and rest breaks and payment for all time worked under Defendant's control. Plaintiff Rose has been employed by Defendant in California as a non-exempt employee since June of 2018 and entitled to the legally required meal and rest breaks and payment for all time worked under Defendant's control. Defendant, however, unlawfully failed to record and pay Plaintiffs and other Aggrieved Employees for, including but not limited to, all of their time worked, including minimum and overtime wages and sick pay wages at the correct rate, for all of their missed meal and rest breaks at the correct regular rates, and for all of their time spent working off the clock. Moreover, when Defendant required Plaintiffs and Aggrieved Employees to report for work, but "furnished less than half said employee's usual or scheduled day's work," Defendant violated Cal. Code Regs., tit. 8 § 11040, subd. 5(A) by failing to pay Plaintiff and Aggrieved Employees for at least two (2) hours' worth of work at their regular rate of pay. In addition, when Defendant required Plaintiffs and Aggrieved Employees to respond to and engage in additional work, this resulted in a second reporting for work in a single workday, and Defendant failed to pay these employees reporting time pay as required by Cal. Code Regs.,

tit. 8, § 11040, subd. 5(B). Further, Defendant failed to advise Plaintiffs and the other Aggrieved Employees of their right to take separately and hourly paid duty-free ten (10) minute rest periods. *See Vaquero v. Stoneledge Furniture, LLC*, 9 Cal. App. 5th 98, 110 (2017). Additionally, pursuant to Labor Code § 204 *et seq.*, Defendant failed to timely provide Plaintiffs and other Aggrieved Employees with their wages. Plaintiff further contends that Defendant failed to provide accurate wage statements to them, and other Aggrieved Employees, in violation of California Labor Code section 226(a). Specifically, PLAINTIFFS and the AGGRIEVED EMPLOYEES were paid on an hourly basis. As such, the wage statements should reflect all applicable hourly rates during the pay period and the total hours worked, and the applicable pay period in which the wages were earned pursuant to California Labor Code Section 226(a). The wage statements Defendant provided to PLAINTIFFS and the AGGRIEVED EMPLOYEES failed to identify such information. More specifically, the wage statements failed to identify the accurate total hours worked each pay period in violation of Cal. Lab. Code Section 226(a)(2). Additionally, Plaintiffs contend that Defendant failed to comply with Industrial Wage Order 7(A)(3) in that Defendant failed to keep time records showing when Plaintiffs began and ended each shift and meal period. Plaintiffs and other Aggrieved Employees perform tasks that reasonably permit sitting, and a seat would not interfere with their performance of any of their tasks that may require them to stand. Defendant failed to provide Plaintiffs and other Aggrieved Employees with suitable seats. Said conduct, in addition to the foregoing, as well as the conduct alleged in the incorporated Complaint, violates Labor Code §§ 201, 202, 203, 204 *et seq.*, 210, 218, 221, 226(a), 226.7, 227.3, 246, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 1 1070(14) (Failure to Provide Seating), Violation of the applicable Industrial Welfare Commission Wage Order(s), and is therefore actionable under California Labor Code section 2699.3.

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

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

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

Respectfully,

/s/ *Nicholas J. De Blouw*

Nicholas J. De Blouw, Esq.

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP
Norman B. Blumenthal (State Bar #068687)
Kyle R. Nordrehaug (State Bar #205975)
Aparajit Bhowmik (State Bar #248066)
Nicholas J. De Blouw (State Bar #280922)
2255 Calle Clara
La Jolla, CA 92037
Telephone: (858)551-1223
Facsimile: (858) 551-1232
Website: www.bamlawca.com

Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF ORANGE

EPIPHANY SEAMAN and COURTNEY ROSE, individuals, on behalf of themselves and on behalf of all persons similarly situated,

Plaintiffs,

vs.

SAS RETAIL SERVICES, LLC, a Limited Liability Company; and DOES 1 through 50, inclusive,

Defendants.

Case No. _____

CLASS ACTION COMPLAINT FOR:

1. UNFAIR COMPETITION IN VIOLATION OF CAL. BUS. & PROF. CODE §§ 17200, *et seq.*;
2. FAILURE TO PAY MINIMUM WAGES IN VIOLATION OF CAL. LAB. CODE §§ 1194, 1197 & 1197.1;
3. FAILURE TO PAY OVERTIME WAGES IN VIOLATION OF CAL. LAB. CODE § 510;
4. FAILURE TO PROVIDE REQUIRED MEAL PERIODS IN VIOLATION OF CAL. LAB. CODE §§ 226.7 & 512 AND THE APPLICABLE IWC WAGE ORDER;
5. FAILURE TO PROVIDE REQUIRED REST PERIODS IN VIOLATION OF CAL. LAB. CODE §§ 226.7 & 512 AND THE APPLICABLE IWC WAGE ORDER;
6. FAILURE TO PROVIDE ACCURATE ITEMIZED STATEMENTS IN VIOLATION OF CAL. LAB. CODE § 226;
7. FAILURE TO REIMBURSE EMPLOYEES FOR REQUIRED EXPENSES IN VIOLATION OF CAL. LAB. CODE § 2802;
8. FAILURE TO PROVIDE WAGES WHEN DUE IN VIOLATION OF CAL. LAB. CODE §§ 201, 202 AND 203; and,
9. FAILURE TO PAY SICK PAY WAGES IN VIOLATION OF CAL. LAB CODE §§201-204, 233, 246

DEMAND FOR A JURY TRIAL

Plaintiffs Epiphany Seaman and Courtney Rose ("PLAINTIFFS"), individuals, on behalf of themselves and all other similarly situated current and former employees allege on information and belief, except for their own acts and knowledge which are based on personal knowledge, the following:

THE PARTIES

1. Defendant SAS Retail Services, LLC ("DEFENDANT") is a limited liability company that at all relevant times mentioned herein conducted and continues to conduct substantial business in the state of California.

2. DEFENDANT develops merchandising service programs for the nation's largest retailers and consumer brands.

3. Plaintiff Seaman was employed by DEFENDANT in California from November 2019 to February of 2022 and was at all times classified by DEFENDANT as a non-exempt employee, paid on an hourly basis, and entitled to the legally required meal and rest periods and payment of minimum and overtime wages due for all time worked.

3. Plaintiff Rose has been employed by DEFENDANT in California since June of 2018 and has been at all times classified by DEFENDANT as a non-exempt employee, paid on an hourly basis, and entitled to the legally required meal and rest periods and payment of minimum and overtime wages due for all time worked.

4. PLAINTIFFS bring this Class Action on behalf of themselves and a California class, defined as all individuals who are or previously were employed by DEFENDANT in California, including any employees staffed with DEFENDANT by a third party, and classified as non-exempt employees (the "CALIFORNIA CLASS") at any time during the period beginning four (4) years prior to the filing of this Complaint and ending on the date as determined by the Court (the "CALIFORNIA CLASS PERIOD"). The amount in controversy for the aggregate claim of CALIFORNIA CLASS Members is under five million dollars ($5,000,000.00).

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

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

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

THE CONDUCT

8. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANT was required to pay PLAINTIFFS and CALIFORNIA CLASS Members for all their time worked, meaning the time during which an employee is subject to the control of an employer, including all the time the employee is suffered or permitted to work. DEFENDANT required PLAINTIFFS and CALIFORNIA CLASS Members to work without paying them for all the time they are under DEFENDANT's control. Among other things, DEFENDANT required PLAINTIFFS to work while clocked out during what is supposed to be PLAINTIFFS' off-duty meal break. PLAINTIFFS were from time to time interrupted by work assignments while clocked out for what should have been PLAINTIFFS' off-duty meal break. PLAINTIFFS and CALIFORNIA CLASS Members also worked off the clock with respect to time spent undergoing mandatory drug testing or any other testing and/or examination required as a condition of employment. DEFENDANT, as a matter of established company policy and procedure, administers a uniform practice of rounding the actual time worked and recorded by PLAINTIFFS and CALIFORNIA CLASS Members, always to the benefit of DEFENDANT, so that during the course of their employment, PLAINTIFFS and CALIFORNIA CLASS Members were paid less than they would have been paid had they been paid for actual recorded time rather than "rounded" time. Additionally, DEFENDANT engaged in the practice of requiring PLAINTIFFS and CALIFORNIA CLASS Members to perform work off the clocking that DEFENDANT, as a condition of employment, required these employees to submit to mandatory temperature checks and symptom questionnaires for COVID-19 screening prior to clocking into DEFENDANT's timekeeping system for the workday. As a result, PLAINTIFFS and other CALIFORNIA CLASS Members forfeit minimum wage, overtime wage compensation, and off-duty meal breaks by working without their time being correctly recorded and without compensation at the applicable rates. DEFENDANT's policy and practice not to pay PLAINTIFFS and other CALIFORNIA CLASS Members for all time worked, is evidenced by DEFENDANT's business records.

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

10. The second component of PLAINTIFFS's and other CALIFORNIA CLASS Members' compensation is DEFENDANT's non-discretionary incentive program that paid PLAINTIFFS and other CALIFORNIA CLASS Members incentive wages based on their performance for DEFENDANT. The non-discretionary incentive program provided all employees paid on an hourly basis with incentive compensation when the employees met the various performance goals set by DEFENDANT. However, when calculating the regular rate of pay in order to pay overtime and meal and rest break premiums to PLAINTIFFS and other CALIFORNIA CLASS Members, DEFENDANT failed to include the incentive compensation as part of the employees' "regular rate of pay" for purposes of calculating overtime pay and meal and rest break premium pay. Management and supervisors described the incentive program to potential and new employees as part of the compensation package. As a matter of law, the incentive compensation received by PLAINTIFFS and other CALIFORNIA CLASS Members must be included in the "regular rate of pay." The failure to do so has resulted in a underpayment of overtime compensation and meal and rest break premiums to PLAINTIFFS and other CALIFORNIA CLASS Members by DEFENDANT.

11. As a result of their rigorous work schedules, PLAINTIFFS and other CALIFORNIA CLASS Members were from time to time unable to take thirty (30) minute off duty meal breaks and were not fully relieved of duty for their meal periods. PLAINTIFFS and other CALIFORNIA CLASS Members were required from time to time to perform work as ordered by DEFENDANT for more than five (5) hours during some shifts without receiving a meal break. Further, DEFENDANT from time to time failed to provide PLAINTIFFS and CALIFORNIA CLASS Members with a second off-duty meal period for some workdays in which these employees were required by DEFENDANT to work ten (10) hours of work. DEFENDANT also engaged in the practice of rounding the

meal period times to avoid paying penalties to PLAINTIFFS and other CALIFORNIA CLASS Members. PLAINTIFFS and other members of the CALIFORNIA CLASS therefore forfeit meal breaks without additional compensation and in accordance with DEFENDANT's corporate policy and practice.

12. During the CALIFORNIA CLASS PERIOD, PLAINTIFFS and other CALIFORNIA CLASS Members were also required from time to time to work in excess of four (4) hours without being provided ten (10) minute rest periods. Further, these employees were denied their first rest periods of at least ten (10) minutes for some shifts worked of at least two (2) to four (4) hours from time to time, a first and second rest period of at least ten (10) minutes for some shifts worked of between six (6) and eight (8) hours from time to time, and a first, second and third rest period of at least ten (10) minutes for some shifts worked of ten (10) hours or more from time to time. PLAINTIFFS and other CALIFORNIA CLASS Members were also not provided with one hour wages in lieu thereof. Additionally, the applicable California Wage Order requires employers to provide employees with off-duty rest periods, which the California Supreme Court defined as time during which an employee is relieved from all work related duties and free from employer control. In so doing, the Court held that the requirement under California law that employers authorize and permit all employees to take rest period means that employers must relieve employees of all duties and relinquish control over how employees spend their time which includes control over the locations where employees may take their rest period. Employers cannot impose controls that prohibit an employee from taking a brief walk - five minutes out, five minutes back. Here, DEFENDANT's policy restricted PLAINTIFFS and other CALIFORNIA CLASS Members from unconstrained walks and is unlawful based on DEFENDANT's rule which states PLAINTIFFS and other CALIFORNIA CLASS Members cannot leave the work premises during their rest period.

13. During the CALIFORNIA CLASS PERIOD, DEFENDANT failed to accurately record and pay PLAINTIFFS and other CALIFORNIA CLASS Members for the actual amount of time these employees worked. Pursuant to the Industrial Welfare

Commission Wage Orders, DEFENDANT was required to pay PLAINTIFFS and other CALIFORNIA CLASS Members for all time worked, meaning the time during which an employee was subject to the control of an employer, including all the time the employee was permitted or suffered to permit this work. DEFENDANT required these employees to work off the clock without paying them for all the time they were under DEFENDANT's control. As such, DEFENDANT knew or should have known that PLAINTIFFS and the other members of the CALIFORNIA CLASS were under compensated for all time worked. As a result, PLAINTIFFS and other CALIFORNIA CLASS Members forfeited time worked by working without their time being accurately recorded and without compensation at the applicable minimum wage and overtime wage rates. To the extent that the time worked off the clock does not qualify for overtime premium payment, DEFENDANT fails to pay minimum wages for the time worked off-the-clock in violation of Cal. Lab. Code §§ 1194, 1197, and 1197.1.

14. From time to time, DEFENDANT also failed to provide PLAINTIFFS and the other members of the CALIFORNIA CLASS with complete and accurate wage statements which failed to show, among other things, the correct gross and net wages earned. Cal. Lab. Code § 226 provides that every employer shall furnish each of his or her employees with an accurate itemized wage statement in writing showing, among other things, gross wages earned and all applicable hourly rates in effect during the pay period and the corresponding amount of time worked at each hourly rate. PLAINTIFFS and CALIFORNIA CLASS Members were paid on an hourly basis. As such, the wage statements should reflect all applicable hourly rates during the pay period and the total hours worked, and the applicable pay period in which the wages were earned pursuant to California Labor Code Section 226(a). The wage statements DEFENDANT provided to PLAINTIFFS and other CALIFORNIA CLASS Members failed to identify such information. More specifically, the wage statements failed to identify the accurate total hours worked each pay period. When the hours shown on the wage statements were added up, they did not equal the actual total hours worked during the pay period in violation of Cal. Lab. Code 226(a)(2). Aside, from

the violations listed above in this paragraph, DEFENDANT failed to issue to PLAINTIFFS an itemized wage statement that lists all the requirements under California Labor Code 226 *et seq*. As a result, DEFENDANT from time to time provided PLAINTIFFS and the other members of the CALIFORNIA CLASS with wage statements which violated Cal. Lab. Code § 226.

15. Cal. Lab. Code § 204(d) provides, the requirements of this section shall be deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven (7) calendar days following the close of the payroll period. Cal. Lab. Code § 210 provides:

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

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

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

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

19. DEFENDANT violated Cal. Lab. Code Section 246 by failing to pay sick pay at the regular rate of pay. PLAINTIFFS and CALIFORNIA CLASS Members routinely

earned non-discretionary incentive wages which increased their regular rate of pay. However, when sick pay was paid, it was paid at the base rate of pay for PLAINTIFFS and members of the CALIFORNIA CLASS, as opposed to the correct, higher regular rate of pay, as required under Cal. Lab. Code Section 246.

20. As a pattern and practice, DEFENDANT regularly failed to pay PLAINTIFFS and other members of the CALIFORNIA CLASS their correct wages and accordingly owe waiting time penalties pursuant to Cal. Lab. Code Section 203. Further, PLAINTIFFS is informed and believes and based thereon alleges that such failure to pay sick pay at regular rate was willful, such that PLAINTIFFS and members of the CALIFORNIA CLASS whose employment has separated are entitled to waiting time penalties pursuant to Cal. Lab. Code Sections 201-203.

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

22. DEFENDANT intentionally and knowingly failed to reimburse and indemnify PLAINTIFFS and the other CALIFORNIA CLASS Members for required business expenses incurred by the PLAINTIFFS and other CALIFORNIA CLASS Members in direct consequence of discharging their duties on behalf of DEFENDANT. Under California Labor Code Section 2802, employers are required to indemnify employees for all expenses incurred in the course and scope of their employment. Cal. Lab. Code § 2802 expressly

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

23. In the course of their employment PLAINTIFFS and other CALIFORNIA CLASS Members as a business expense, were required by DEFENDANT to use their own personal cellular phones as a result of and in furtherance of their job duties as employees for DEFENDANT but are not reimbursed or indemnified by DEFENDANT for the cost associated with the use of their personal cellular phones for DEFENDANT's benefit. Specifically, PLAINTIFFS and other CALIFORNIA CLASS Members were required by DEFENDANT to use their personal cellular phones. As a result, in the course of their employment with DEFENDANT, PLAINTIFFS and other members of the CALIFORNIA CLASS incurred unreimbursed business expenses which included, but were not limited to, costs related to the use of their personal cellular phones all on behalf of and for the benefit of DEFENDANT.

24. Specifically as to PLAINTIFFS, DEFENDANT failed to provide all the legally required off-duty meal and rest breaks to PLAINTIFFS as required by the applicable Wage Order and Labor Code and failed to pay PLAINTIFFS all minimum and overtime wages due to PLAINTIFFS. DEFENDANT did not have a policy or practice which provided timely off-duty meal and rest breaks to PLAINTIFFS and also failed to compensate PLAINTIFFS for PLAINTIFFS' missed meal and rest breaks. The nature of the work performed by the PLAINTIFFS did not prevent PLAINTIFFS from being relieved of all of PLAINTIFFS' duties for the legally required off-duty meal periods. As a result, DEFENDANT's failure to provide PLAINTIFFS with the legally required meal periods is evidenced by DEFENDANT's business records. The amount in controversy for PLAINTIFFS individually do not exceed the sum or value of $75,000.

///

///

JURISDICTION AND VENUE

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

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

THE CALIFORNIA CLASS

27. PLAINTIFFS bring the First Cause of Action for Unfair, Unlawful and Deceptive Business Practices pursuant to Cal. Bus. & Prof. Code §§ 17200, *et seq*. (the "UCL") as a Class Action, pursuant to Cal. Code of Civ. Proc. § 382, on behalf of a California class, defined as all individuals who are or previously were employed by DEFENDANT in California, including any employees staffed with DEFENDANT by a third party, and classified as non-exempt employees (the "CALIFORNIA CLASS") at any time during the period beginning four (4) years prior to the filing of this Complaint and ending on the date as determined by the Court (the "CALIFORNIA CLASS PERIOD"). The amount in controversy for the aggregate claim of CALIFORNIA CLASS Members is under five million dollars ($5,000,000.00).

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

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

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

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

32. DEFENDANT violated the rights of the CALIFORNIA CLASS under California law by:

(a) Committing an act of unfair competition in violation of , Cal. Bus. & Prof. Code §§ 17200, *et seq*. (the "UCL"), by unlawfully, unfairly and/or deceptively having in place company policies, practices and procedures that failed to record and pay PLAINTIFFS and the other members of the CALIFORNIA CLASS for all time worked, including minimum wages owed and overtime wages owed for work performed by these employees; and,

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

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

(a) The persons who comprise the CALIFORNIA CLASS are so numerous that the joinder of all such persons is impracticable and the disposition of their claims as a class will benefit the parties and the Court;

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

(c) The claims of the representative PLAINTIFFS are typical of the claims of each member of the CALIFORNIA CLASS. PLAINTIFFS, like all the other members of the CALIFORNIA CLASS, was classified as a non-exempt employee paid on an hourly basis who was subjected to the DEFENDANT's deceptive practice and policy which failed to provide the legally required meal and rest periods to the CALIFORNIA CLASS and thereby underpaid compensation to PLAINTIFFS and CALIFORNIA CLASS. PLAINTIFFS sustained economic injury as a result of DEFENDANT's employment practices. PLAINTIFFS and the members of the CALIFORNIA CLASS were and are similarly or identically harmed by the same unlawful, deceptive and unfair misconduct engaged in by DEFENDANT; and,

(d) The representative PLAINTIFFS will fairly and adequately represent and protect the interest of the CALIFORNIA CLASS, and has retained counsel who are competent and experienced in Class Action litigation. There are no material conflicts between the claims of the representative

PLAINTIFFS and the members of the CALIFORNIA CLASS that would make class certification inappropriate. Counsel for the CALIFORNIA CLASS will vigorously assert the claims of all CALIFORNIA CLASS Members.

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

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

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

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

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

1) With respect to the First Cause of Action, the final relief on behalf of the CALIFORNIA CLASS sought does not relate exclusively to restitution because through this claim PLAINTIFFS seeks declaratory relief holding that the

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

///

///

THE CALIFORNIA LABOR SUB-CLASS

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

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

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

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

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

(a) Whether DEFENDANT unlawfully failed to correctly calculate and pay compensation due to members of the CALIFORNIA LABOR SUB-CLASS for missed meal and rest breaks in violation of the California Labor Code and California regulations and the applicable California Wage Order;

(b) Whether DEFENDANT failed to provide the PLAINTIFFS and the other members of the CALIFORNIA LABOR SUB-CLASS with accurate itemized wage statements;

(c) Whether DEFENDANT has engaged in unfair competition by the above-listed conduct;

(d) The proper measure of damages and penalties owed to the members of the CALIFORNIA LABOR SUB-CLASS; and,

(e) Whether DEFENDANT's conduct was willful.

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

(a) Violating Cal. Lab. Code § 510, by failing to correctly pay the PLAINTIFFS and the members of the CALIFORNIA LABOR SUB-CLASS all wages due for overtime worked, for which DEFENDANT is liable pursuant to Cal. Lab. Code § 1194;

(b) Violating Cal. Lab. Code §§ 1194, 1197 & 1197.1 *et seq*., by failing to accurately pay PLAINTIFFS and the members of the CALIFORNIA LABOR SUB-CLASS the correct minimum wage pay for which DEFENDANT is liable pursuant to Cal. Lab. Code §§ 1194 and 1197;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1) The interests of the members of the CALIFORNIA LABOR SUB-CLASS in individually controlling the prosecution or defense of separate actions in that the substantial expense of individual actions will be avoided to recover the relatively small amount of economic losses sustained by the individual

CALIFORNIA LABOR SUB-CLASS Members when compared to the substantial expense and burden of individual prosecution of this litigation;

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

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

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

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

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

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

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

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

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

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

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

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

(g) DEFENDANT has acted or refused to act on grounds generally applicable to the CALIFORNIA LABOR SUB-CLASS, thereby

making final class-wide relief appropriate with respect to the CALIFORNIA LABOR SUB-CLASS as a whole;

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

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

FIRST CAUSE OF ACTION

For Unlawful Business Practices

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

(By PLAINTIFFS and the CALIFORNIA CLASS and Against All Defendants)

46. PLAINTIFFS, and the other members of the CALIFORNIA CLASS, reallege and incorporate by this reference, as though fully set forth herein, the prior paragraphs of this Complaint.

47. DEFENDANT is a "person" as that term is defined under Cal. Bus. and Prof. Code § 17021.

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

> Any person who engages, has engaged, or proposes to engage in unfair competition may be enjoined in any court of competent jurisdiction. The court may make such orders or judgments, including the appointment of a receiver, as may be necessary to prevent the use or employment by any person of any practice which constitutes unfair competition, as defined in this chapter, or as

> may be necessary to restore to any person in interest any money or property, real or personal, which may have been acquired by means of such unfair competition.

Cal. Bus. & Prof. Code § 17203.

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

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

51. By the conduct alleged herein, DEFENDANT's practices were deceptive and fraudulent in that DEFENDANT's policy and practice failed to provide the legally mandated meal and rest periods, the required amount of compensation for missed meal and rest periods and overtime and minimum wages owed, failed to timely pay wages, and failed to reimburse al necessary business expenses incurred, and failed to provide Fair Labor Standards Act overtime wages due for overtime worked as a result of failing to include non-discretionary incentive compensation into their regular rates of pay for purposes of computing the proper overtime pay due to a business practice that cannot be justified, pursuant to the applicable Cal. Lab. Code, and Industrial Welfare Commission requirements in violation of Cal. Bus. Code §§ 17200, *et seq.*, and for which this Court should issue

injunctive and equitable relief, pursuant to Cal. Bus. & Prof. Code § 17203, including restitution of wages wrongfully withheld.

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

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

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

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

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

57. All the acts described herein as violations of, among other things, the Industrial Welfare Commission Wage Orders, the California Code of Regulations, and the California Labor Code, were unlawful and in violation of public policy, were immoral, unethical, oppressive and unscrupulous, were deceptive, and thereby constitute unlawful,

unfair and deceptive business practices in violation of Cal. Bus. & Prof. Code §§ 17200, *et seq*.

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

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

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

SECOND CAUSE OF ACTION

For Failure To Pay Minimum Wages

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

(By PLAINTIFFS and the CALIFORNIA LABOR SUB-CLASS and Against All Defendants)

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

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

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

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

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

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

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

68. In committing these violations of the California Labor Code, DEFENDANT inaccurately calculated the correct time worked and consequently underpaid the actual time worked by PLAINTIFFS and other members of the CALIFORNIA LABOR SUB-CLASS. DEFENDANT acted in an illegal attempt to avoid the payment of all earned wages, and

other benefits in violation of the California Labor Code, the Industrial Welfare Commission requirements and other applicable laws and regulations.

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

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

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

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

73. In performing the acts and practices herein alleged in violation of California labor laws, and refusing to compensate the members of the CALIFORNIA LABOR SUB-CLASS for all time worked and provide them with the requisite compensation,

DEFENDANT acted and continues to act intentionally, oppressively, and maliciously toward PLAINTIFFS and the other members of the CALIFORNIA LABOR SUB-CLASS with a conscious and utter disregard for their legal rights, or the consequences to them, and with the despicable intent of depriving them of their property and legal rights, and otherwise causing them injury in order to increase company profits at the expense of these employees.

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

THIRD CAUSE OF ACTION

For Failure To Pay Overtime Compensation

[Cal. Lab. Code § 510]

(By PLAINTIFFS and the CALIFORNIA LABOR SUB-CLASS and Against All Defendants)

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

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

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

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

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

80. During the CALIFORNIA LABOR SUB-CLASS PERIOD, PLAINTIFFS and CALIFORNIA LABOR SUB-CLASS Members were required, permitted or suffered by DEFENDANT to work for DEFENDANT and were not paid for all the time they worked, including overtime work.

81. DEFENDANT's unlawful wage and hour practices manifested, without limitation, applicable to the CALIFORNIA LABOR SUB-CLASS as a whole, as a result of implementing a policy and practice that failed to accurately record overtime worked by PLAINTIFFS and other CALIFORNIA LABOR SUB-CLASS Members and denied accurate compensation to PLAINTIFFS and the other members of the CALIFORNIA LABOR SUB-CLASS for overtime worked, including, the overtime work performed in

excess of eight (8) hours in a workday, and/or twelve (12) hours in a workday, and/or forty (40) hours in any workweek.

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

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

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

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

85. DEFENDANT failed to accurately pay the PLAINTIFFS and the other members of the CALIFORNIA LABOR SUB-CLASS overtime wages for the time they worked which was in excess of the maximum hours permissible by law as required by Cal. Lab. Code §§ 510, 1194 & 1198, even though PLAINTIFFS and the other members of the CALIFORNIA LABOR SUB-CLASS were required to work, and did in fact work, overtime

as to which DEFENDANT failed to accurately record and pay as evidenced by DEFENDANT's business records and witnessed by employees.

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

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

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

89. PLAINTIFFS and the other members of the CALIFORNIA LABOR SUB-CLASS therefore request recovery of all overtime wages, according to proof, interest, statutory costs, as well as the assessment of any statutory penalties against DEFENDANT, in a sum as provided by the California Labor Code and/or other applicable statutes. To the extent minimum and/or overtime compensation is determined to be owed to the

CALIFORNIA LABOR SUB-CLASS Members who have terminated their employment, DEFENDANT's conduct also violates Labor Code §§ 201 and/or 202, and therefore these individuals are also be entitled to waiting time penalties under Cal. Lab. Code § 203, which penalties are sought herein on behalf of these CALIFORNIA LABOR SUB-CLASS Members. DEFENDANT's conduct as alleged herein was willful, intentional and not in good faith. Further, PLAINTIFFS and other CALIFORNIA LABOR SUB-CLASS Members are entitled to seek and recover statutory costs.

FOURTH CAUSE OF ACTION

For Failure to Provide Required Meal Periods

[Cal. Lab. Code §§ 226.7 & 512]

(By PLAINTIFFS and the CALIFORNIA LABOR SUB-CLASS and Against All Defendants)

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

91. During the CALIFORNIA CLASS PERIOD, DEFENDANT from time to time failed to provide all the legally required off-duty meal breaks to PLAINTIFFS and the other CALIFORNIA LABOR SUB-CLASS Members as required by the applicable Wage Order and Labor Code. The nature of the work performed by PLAINTIFFS and CALIFORNIA LABOR SUB-CLASS MEMBERS did not prevent these employees from being relieved of all of their duties for the legally required off-duty meal periods. As a result of their rigorous work schedules, PLAINTIFFS and other CALIFORNIA LABOR SUB-CLASS Members were from time to time not fully relieved of duty by DEFENDANT for their meal periods. Additionally, DEFENDANT's failure to provide PLAINTIFFS and the CALIFORNIA LABOR SUB-CLASS Members with legally required meal breaks prior to their fifth (5th) hour of work is evidenced by DEFENDANT's business records from time to time. Further, DEFENDANT failed to provide PLAINTIFFS and CALIFORNIA CLASS Members with a

second off-duty meal period in some workdays in which these employees were required by DEFENDANT to work ten (10) hours of work from time to time. As a result, PLAINTIFFS and other members of the CALIFORNIA LABOR SUB-CLASS therefore forfeited meal breaks without additional compensation and in accordance with DEFENDANT's strict corporate policy and practice.

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

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

FIFTH CAUSE OF ACTION

For Failure to Provide Required Rest Periods

[Cal. Lab. Code §§ 226.7 & 512]

(By PLAINTIFFS and the CALIFORNIA LABOR SUB-CLASS and Against All Defendants)

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

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

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

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

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

SIXTH CAUSE OF ACTION

For Failure to Provide Accurate Itemized Statements

[Cal. Lab. Code § 226]

(By PLAINTIFFS and the CALIFORNIA LABOR SUB-CLASS and Against All Defendants)

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

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

> (1) gross wages earned,
> (2) total hours worked by the employee, except for any employee whose compensation is solely based on a salary and who is exempt from payment of

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

100. From time to time, DEFENDANT also failed to provide PLAINTIFFS and the other members of the CALIFORNIA LABOR SUB-CLASS with complete and accurate wage statements which failed to show, among other things, the correct gross and net wages earned. Cal. Lab. Code § 226 provides that every employer shall furnish each of his or her employees with an accurate itemized wage statement in writing showing, among other things, gross wages earned and all applicable hourly rates in effect during the pay period and the corresponding amount of time worked at each hourly rate. PLAINTIFFS and CALIFORNIA LABOR SUB-CLASS Members were paid on an hourly basis. As such, the wage statements should reflect all applicable hourly rates during the pay period and the total hours worked, and the applicable pay period in which the wages were earned pursuant to California Labor Code Section 226(a). The wage statements DEFENDANT provided to PLAINTIFFS and other CALIFORNIA LABOR SUB-CLASS Members failed to identify such information. More specifically, the wage statements failed to identify the accurate total hours worked each pay period. When the hours shown on the wage statements were added up, they did not equal the actual total hours worked during the pay period in violation of Cal. Lab. Code 226(a)(2). Aside, from the violations listed above in this paragraph, DEFENDANT failed to issue to PLAINTIFFS an itemized wage statement that lists all the requirements under California Labor Code 226 *et seq*. As a result, DEFENDANT from time to time provided PLAINTIFFS and the other members of the CALIFORNIA LABOR SUB-CLASS with wage statements which violated Cal. Lab. Code § 226.

101. DEFENDANT knowingly and intentionally failed to comply with Cal. Lab. Code § 226, causing injury and damages to PLAINTIFFS and the other members of the CALIFORNIA LABOR SUB-CLASS. These damages include, but are not limited to, costs expended calculating the correct wages for all missed meal and rest breaks and the amount of employment taxes which were not properly paid to state and federal tax authorities. These damages are difficult to estimate. Therefore, PLAINTIFFS and the other members of the CALIFORNIA LABOR SUB-CLASS may elect to recover liquidated damages of fifty dollars ($50.00) for the initial pay period in which the violation occurred, and one hundred dollars ($100.00) for each violation in a subsequent pay period pursuant to Cal. Lab. Code § 226, in an amount according to proof at the time of trial (but in no event more than four thousand dollars ($4,000.00) for PLAINTIFFS and each respective member of the CALIFORNIA LABOR SUB-CLASS herein).

SEVENTH CAUSE OF ACTION

For Failure to Reimburse Employees for Required Expenses

[Cal. Lab. Code § 2802]

(By PLAINTIFFS and the CALIFORNIA LABOR SUB-CLASS and Against All Defendants)

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

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

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

104. At all relevant times herein, DEFENDANT violated Cal. Lab. Code § 2802, by failing to indemnify and reimburse PLAINTIFFS and the CALIFORNIA LABOR SUB-

CLASS members for required expenses incurred in the discharge of their job duties for DEFENDANT's benefit. DEFENDANT failed to reimburse PLAINTIFFS and the CALIFORNIA LABOR SUB-CLASS members for expenses which included, but were not limited to, costs related to using their personal cellular phones and personal home offices on behalf of and for the benefit of DEFENDANT. Specifically, PLAINTIFFS and other CALIFORNIA LABOR SUB-CLASS Members were required by DEFENDANT to use their personal cellular phones and personal home offices in order to perform work related job tasks. DEFENDANT's policy and practice was to not reimburse PLAINTIFFS and the CALIFORNIA LABOR SUB-CLASS members for expenses resulting from using their personal cellular phones and home offices for DEFENDANT within the course and scope of their employment for DEFENDANT. These expenses were necessary to complete their principal job duties. DEFENDANT is estopped by DEFENDANT's conduct to assert any waiver of this expectation. Although these expenses were necessary expenses incurred by PLAINTIFFS and the CALIFORNIA LABOR SUB-CLASS members, DEFENDANT failed to indemnify and reimburse PLAINTIFFS and the CALIFORNIA LABOR SUB-CLASS members for these expenses as an employer is required to do under the laws and regulations of California.

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

///

///

///

///

///

///

///

EIGHTH CAUSE OF ACTION

For Failure to Pay Wages When Due

[Cal. Lab. Code §§ 201, 202, 203]

(By PLAINTIFFS and the CALIFORNIA LABOR SUB-CLASS

and Against All Defendants)

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

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

> As used in this article:
> (a) "Wages" includes all amounts for labor performed by employees of every description, whether the amount is fixed or ascertained by the standard of time, task, piece, Commission basis, or other method of calculation.
> (b) "Labor" includes labor, work, or service whether rendered or performed under contract, subcontract, partnership, station plan, or other agreement if the labor to be paid for is performed personally by the person demanding payment.

108. Cal. Lab. Code § 201 provides, in relevant part, "that If an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately."

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

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

110. There was no definite term in PLAINTIFFS's or any CALIFORNIA LABOR SUB-CLASS Members' employment contract.

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

> If an employer willfully fails to pay, without abatement or reduction, in accordance with Sections 201, 201.5, 202, and 205.5, any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid

or until an action therefor is commenced; but the wages shall not continue for more than 30 days.

112. The employment of PLAINTIFFS and many CALIFORNIA LABOR SUB-CLASS Members has terminated and DEFENDANT has not tendered payment of all wages owed as required by law.

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

NINTH CAUSE OF ACTION

For Failure to Pay Sick Pay Wages

[Cal. Lab. Code §§ 201-204, 210, 233, 246]

(By PLAINTIFFS and the CALIFORNIA LABOR SUB-CLASS and Against All Defendants)

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

115. Cal Lab. Code § 233 provides that an employer must permit an employee to use accrued sick leave in accordance with Cal Lab. Code § 246.5 at the employee's then current rate of entitlement. Cal Lab. Code § 246 provides that an employee is entitled to sick pay wages for use of accrued sick leave pursuant to Cal Lab. Code § 246.5. Specifically, once accrued sick leave is used as paid sick time, an employee has a vested right to sick pay wages, which an employer must calculate and compensate based on one of two calculations: (i) "Paid sick time for nonexempt employees shall be calculated in the

same manner as the regular rate of pay for the workweek in which the employee uses paid sick time, whether or not the employee actually works overtime in that workweek," or (ii) "Paid sick time for nonexempt employees shall be calculated by dividing the employee's total wages, not including overtime premium pay, by the employee's total hours worked in the full pay periods of the prior 90 days of employment." Under Cal Lab. Code §§ 218 and 233, employees may sue to recover underpaid sick pay wages as damages.

116. As a matter of policy and practice, DEFENDANT pays sick pay wages to PLAINTIFFS and the other members of the CALIFORNIA LABOR SUB-CLASS at the incorrect rate of pay. PLAINTIFFS and the other members of the CALIFORNIA LABOR-SUB-CLASS regularly use accrued sick leave in the workweeks in which they also earn non-hourly remuneration. As a matter of policy and practice, DEFENDANT pays sick pay wages to PLAINTIFFS and the other members of the CALIFORNIA LABOR-SUB-CLASS at the base hourly pay, as opposed to the regular rate of pay, which would consider all non-hourly remuneration in addition to base hourly wages, or the rate resulting from dividing the employee's total wages, not including overtime premium pay, by the employee's total hours worked in the full pay periods of the prior 90 days of employment. As a result, DEFENDANT underpaid sick pay wages to PLAINTIFFS and the other members of the CALIFORNIA LABOR-SUB-CLASS.

117. Cal. Lab. Code § 204 provides that wages generally are due and payable twice during each calendar month and are to be paid no later than the payday for the next regular payroll period. Consistent with Cal. Lab. Code § 204, Cal. Lab. Code § 246 specifically requires that, upon use of accrued sick leave, vested sick pay wages are due and to be paid no later than the payday for the next regular payroll period after accrued sick leave is used as paid sick time. Similarly, Cal. Lab. Code § 201 provides that if an employer discharges an employee, wages earned and unpaid at the time of discharge are due and payable immediately. Cal. Lab. Code § 202 provides that an employee is entitled to receive all unpaid wages no later than 72 hours after an employee quits his or her employment, unless the employee has given 72-hour notice of his or her intention to quit, in which case the

employee is entitled to his or her wages at the time of quitting. The Labor Code penalizes untimely payments. For example, Cal. Lab. Code § 203 provides that if an employer willfully fails to pay wages owed in accordance with Cal. Lab. Code §§ 201-202, then the wages of the employee shall continue as a penalty from the due date, and at the same rate until paid, but the wages shall not continue for more than thirty (30) days. Likewise, Cal. Lab. Code § 210 provides penalties for violations of Cal. Lab. Code § 204 and untimely payments during employment. Under Cal. Lab. Code §§ 203, 210 and 218, employees may sue to recover applicable penalties.

118. As alleged herein and as a matter of policy and practice, DEFENDANT routinely underpays sick pay wages and thus did not timely pay PLAINTIFFS and the other members of the CALIFORNIA LABOR-SUB-CLASS all owing and underpaid sick pay wages. As a result, DEFENDANT violates Cal. Lab. Code §§ 201-204, 210, 233, and 246, among other Labor Code provisions. PLAINTIFFS is informed and believes that DEFENDANT was advised by skilled lawyers and knew, or should have known, of the mandates of the Labor Code as it relates to PLAINTIFFS's allegations, especially since the California Supreme Court has explained that "[c]ourts have recoginzed that 'wages' also include those benefits to which an employee is entitled as a part of his or her compensation, including money, room, board, clothing, vacation pay, *and sick pay*." *Murphy v. Kenneth Cole Prods., Inc*., 40 Cal. 4th 1094, 1103 (2007)(emphasis added). Because DEFENDANT willfully fails to timely pay PLAINTIFFS and the other members of the CALIFORNIA LABOR-SUB-CLASS all sick pay wages due, DEFENDANT is subject to applicable penalties.

119. Such a pattern, practice, and uniform administration of corporate policy is unlawful and entitles PLAINTIFFS and the other members of the CALIFORNIA LABOR-SUB-CLASS to underpaid sick pay wages, including interest thereon, applicable penalties, attorney's fees, and costs of suit.

///

///

PRAYER FOR RELIEF

WHEREFORE, PLAINTIFFS pray for judgment against each Defendant, jointly and severally, as follows:

1. On behalf of the CALIFORNIA CLASS:

   A) That the Court certify the First Cause of Action asserted by the CALIFORNIA CLASS as a class action pursuant to Cal. Code of Civ. Proc. § 382;

   B) An order temporarily, preliminarily and permanently enjoining and restraining DEFENDANT from engaging in similar unlawful conduct as set forth herein;

   C) An order requiring DEFENDANT to pay all wages and all sums unlawfuly withheld from compensation due to PLAINTIFFS and the other members of the CALIFORNIA CLASS; and,

   D) Restitutionary disgorgement of DEFENDANT's ill-gotten gains into a fluid fund for restitution of the sums incidental to DEFENDANT's violations due to PLAINTIFFS and to the other members of the CALIFORNIA CLASS.

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

   A) That the Court certify the Second, Third, Fourth, Fifth, Sixth, Seventh, Eighth and Ninth Causes of Action asserted by the CALIFORNIA LABOR SUB-CLASS as a class action pursuant to Cal. Code of Civ. Proc. § 382;

   B) Compensatory damages, according to proof at trial, including compensatory damages for minimum and overtime and sick pay compensation due PLAINTIFFS and the other members of the CALIFORNIA LABOR SUB-CLASS, during the applicable CALIFORNIA LABOR SUB-CLASS PERIOD plus interest thereon at the statutory rate;

   C) The greater of all actual damages or fifty dollars ($50) for the initial pay period in which a violation occurs and one hundred dollars ($100) per each member of the CALIFORNIA LABOR SUB-CLASS for each violation in a subsequent pay period, not exceeding an aggregate penalty of four thousand dollars ($4,000), and an award of costs for violation of Cal. Lab. Code § 226;

D) Meal and rest period compensation pursuant to Cal. Lab. Code §§ 226.7, 512 and the applicable IWC Wage Order;

E) For liquidated damages pursuant to California Labor Code Sections 1194.2 and 1197;

F) The amount of the expenses PLAINTIFFS and each member of the CALIFORNIA LABOR SUBCLASS incurred in the course of their job duties, plus interest, and costs of suit.; and,

G) The wages of all terminated employees in the CALIFORNIA LABOR SUB-CLASS as a penalty from the due date thereof at the same rate until paid or until an action therefore is commenced, in accordance with Cal. Lab. Code § 203.

3. On all claims:

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

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

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

Dated: June 29, 2022 BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

By: _____
Nicholas J. De Blouw
Attorneys for PLAINTIFFS

DEMAND FOR A JURY TRIAL

PLAINTIFFS demand a jury trial on issues triable to a jury.

Dated: June 29, 2022 BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

By: _____
Nicholas J. De Blouw
Attorneys for PLAINTIFFS

EXHIBIT #4

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP
2255 CALLE CLARA
LA JOLLA, CALIFORNIA 92037
Web Site: www.bamlawca.com
San Diego | San Francisco | Sacramento | Los Angeles | Riverside | Santa Clara | Orange | Chicago
Phone: (858) 551-1223
Fax: (858) 551-1232

WRITERS E-MAIL: **Nick@bamlawca.com**
WRITERS EXT: 1004

September 24, 2026
CA2613

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

Labor and Workforce Development Agency
Online Filing

SAS Retail Services, LLC

c/o LITTLER MENDELSON, P.C.
Fermin H. Llaguno (SBN 185222)
Nolan S. McCready (SBN 300684)
Kimberly Shappley (SBN 314672)
Alan Sims (SBN 328346)
18565 Jamboree Rd., Ste. 800
Irvine, CA 92612
Certified Mail #95890710527040456621 52

Re: **Amended Notice For LWDA Case No. LWDA-CM-894599-22** Notice of Violations of California Labor Code Sections §§ 201, 202, 203, 204 *et seq.*, 210, 218, 221, 226(a), 226.7, 227.3, 246 et seq., 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 1 1070(14) (Failure to Provide Seating), Violation of Applicable Industrial Welfare Commission Wage Order(s), and Pursuant To California Labor Code Section 2699.5.

Dear Sir/Madam:

Plaintiff's Epiphany Seaman and Courtney Rose's original PAGA Notice was sent to Defendant and the LWDA on July 8, 2022. This letter serves as an amended written notice under California Labor Code Section 2699.3 on behalf of Epiphany Seaman, Jamie Gangwer, Courtney Rose, Cassandra Steiner, Audrey Torres, and Serena Negrete ("Plaintiffs") and all other Aggrieved Employees of SAS Retail Services, LLC ("Defendant").

"Aggrieved Employees" refers to all individuals who are or previously were employed by SAS Retail Services, LLC in California, including any employees staffed with SAS Retail Services, LLC by a third party, and classified as non-exempt employees during the time period of July 8, 2021 until a date as determined by the Court ("PAGA Period"). Our offices represent Plaintiffs and other Aggrieved Employees in a lawsuit against Defendant.

Plaintiff Seaman was employed by Defendant in California as a non-exempt employee from January to February of 2022. Plaintiff Gangwer was employed by Defendant in California as a non-exempt employee from 2014 through 2025. Plaintiff Rose was employed by Defendant

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP
2255 CALLE CLARA
LA JOLLA, CALIFORNIA 92037
Web Site: www.bamlawca.com
San Diego | San Francisco | Sacramento | Los Angeles | Riverside | Santa Clara | Orange | Chicago
Phone: (858) 551-1223
Fax: (858) 551-1232

in California as a non-exempt employee since June of 2018 to July 2022. Plaintiff Steiner was employed by Defendant in California as a non-exempt employee since June September 2021 to June 2023. Plaintiff Torres was employed by Defendant in California as a non-exempt employee since December 2021 to May 2023. Plaintiff Negrete was employed by Defendant in California as a non-exempt employee since February 2023 to August 2023. Plaintiffs Seaman, Gangwer, Rose, Steiner, Torres and Negrete were at all times classified by Defendant as a non-exempt employee, paid on an hourly basis, and entitled to the legally required meal and rest periods and payment of minimum and overtime wages due for all time worked. Defendant, however, unlawfully failed to record and pay Plaintiffs and other Aggrieved Employees for, including but not limited to, all of their time worked, including minimum and overtime wages and sick pay wages at the correct rate, for all of their missed meal and rest breaks at the correct regular rates, and for all of their time spent working off the clock as described further below.

Further, as described in detail in this notice, Defendant failed to pay all wages and premiums owed to Plaintiffs and Aggrieved Employees during their employment and also failed to timely pay those amounts due and earned to departing employees upon separation f employment in violation of California Labor Code Sections 201-204. Defendant also ailed to pay the waiting time penalties owed to Plaintiffs and other Aggrieved Employees hat stemmed from the non-payment of wages and premiums owed based on the allegations abo ve. Said conduct, in addition to the foregoing, violates Labor Code §§ 201, 202, 203, 204, 210, 211, 218, 221, 223, 225.5, 226, 226.3, 226.7, 227.3, 233, 246, 246.5, 510, 512, 551, 552, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2800, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), Violation of the applicable Industrial Welfare Commission Wage Order(s), and is therefore actionable under California Labor Code section 2699.3.

Defendant, however, unlawfully failed to record and pay Plaintiffs and other Aggrieved Employees for, including but not limited to, all of their time worked, including minimum and overtime wages and sick pay wages at the correct rate, for all of their missed meal and rest breaks at the correct regular rates, and for all of their time spent working off the clock. Moreover, when Defendant required Plaintiffs and Aggrieved Employees to report for work, but "furnished less than half said employee's usual or scheduled day's work," Defendant violated Cal. Code Regs., tit. 8 § 11040, subd. 5(A) by failing to pay Plaintiff and Aggrieved Employees for at least two (2) hours' worth of work at their regular rate of pay. In addition, when Defendant required Plaintiffs and Aggrieved Employees to respond to and engage in additional work, this resulted in a second reporting for work in a single workday, and Defendant failed to pay these employees reporting time pay as required by Cal. Code Regs., tit. 8, § 11040, subd. 5(B). Further, Defendant failed to advise Plaintiffs and the other Aggrieved Employees of their right to take separately and hourly paid duty-free ten (10) minute rest periods. *See Vaquero v. Stoneledge Furniture, LLC*, 9 Cal. App. 5th 98, 110 (2017). Additionally, pursuant to Labor Code § 204 *et seq.*, Defendant failed to timely provide Plaintiffs and other Aggrieved Employees with their wages. Plaintiff further contends that Defendant failed to provide accurate wage statements to them, and other Aggrieved Employees, in violation of California Labor Code section 226(a). Specifically, PLAINTIFFS and the AGGRIEVED EMPLOYEES were paid on an hourly basis.

As such, the wage statements should reflect all applicable hourly rates during the pay period and the total hours worked, and the applicable pay period in which the wages were earned pursuant to California Labor Code Section 226(a). The wage statements Defendant provided to PLAINTIFFS and the AGGRIEVED EMPLOYEES failed to identify such information. More specifically, the wage statements failed to identify the accurate total hours worked each pay period in violation of Cal. Lab. Code Section 226(a)(2). Additionally, Plaintiffs contend that Defendant failed to comply with Industrial Wage Order 7(A)(3) in that Defendant failed to keep time records showing when Plaintiffs began and ended each shift and meal period. Plaintiffs and other Aggrieved Employees perform tasks that reasonably permit sitting, and a seat would not interfere with their performance of any of their tasks that may require them to stand. Defendant failed to provide Plaintiffs and other Aggrieved Employees with suitable seats. Said conduct, in addition to the foregoing, as well as the conduct alleged in the incorporated Complaint, violates Labor Code §§ 201, 202, 203, 204, 210, 211, 218, 221, 223, 225.5, 226, 226.3, 226.7, 227.3, 233, 246, 246.5, 510, 512, 551, 552, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2800, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 1 1070(14) (Failure to Provide Seating), Violation of the applicable Industrial Welfare Commission Wage Order(s), and is therefore actionable under California Labor Code section 2699.3.

As of April 2018, Defendant's Travel and Per Diem Policy specified that the first 30 minutes to store and last 30 minutes from store were not reimbursable as Business Drive Time. As of September 17, 2018, Defendant updated its policy to state that when an employee did not have a designated office he or she is assigned to, an employee's daily commute was considered to be up to 60 minutes from home to his/her first assigned location for the day, and 60 minutes from his/her last assigned location for the day back home. Rather than record the actual time merchandisers spend driving-something that could easily be accomplished with current technology-SAS enters the starting and ending locations into an application that generates a purported average drive time and distance for that trip. According to information from SAS, these generated figures are not tailored to the distance actually driven by merchandisers or the time the drive actually took. As a result, merchandisers are regularly not paid for "all hours worked," nor for their corresponding overtime.

SAS not only failed to accurately track Plaintiffs commute time from their home to their assigned location, but they also failed to keep accurate records of Plaintiffs' time once they arrived to their location. Defendants' practice was to provide 30-minute meal periods before the end of the fifth hour of work. The fifth hour however, was calculated from the time Plaintiffs started working at their assigned location, and not from the time they started driving. This resulted in late meal period violations. Similarly, because Defendant did not accurately track the time when Plaintiffs were on the clock, it is very difficult to assess if Plaintiffs took timely rest periods or not.

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

From time to time, Defendant paid non-discretionary compensation to the Aggrieved Employees, including: “Client IC Bonus Reduction”, “Admin Bonus”, “Employee Referral”, “Retention Bonus”, “ASM Bonus”, “Spot Bonus”, and “Signing Bonus”. Defendant, however, failed to account for additional overtime in the calculation and payment of this compensation.

Defendant’s Travel and Per Diem Policy specified that the first 30 miles to store and last 30 miles from store were not reimbursable as Business Mileage, which resulted in underpayment of milage to Plaintiffs. During their employment, Plaintiffs were required to use their personal cell phone for work related purposes, such as driving directions, accessing Defendant’s app, communicating with team leads and coworkers during work hours inside their assigned locations, and responding to managers after work hours. Defendant did not however, reimburse Plaintiffs for use of their personal cell phones.

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

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

Respectfully,

/s/ *Christine T. LeVu*

Christine T. LeVu, Esq.

EXHIBIT #5

Blumenthal Nordrehaug Bhowmik DeBlouw LLP

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

INVOICE

Invoice # 1
Date: 09/04/2026
Due On: 10/04/2026

Epiphany Seaman
442 Cabin Creek Drive (updated 8/11/25)
Denton, NC 27239

CA2613

SAS Retail Services

Services

Attorney	Date	Notes	Quantity	Rate	Total
NDB	06/14/2022	Review and analyze original intake notes for Plaintiff Seaman. Legal research regarding related litigation in State and federal courts. Research Defendant's business operations. Review emails and claims. Conference with Plaintiff to discuss.	3.10	$850.00	$2,635.00
NDB	06/15/2022	Review and analyze employment files of Plaintiff Seaman and Steiner. Legal research regarding wage and hour claims. Analyze all paystubs for regular rate and 226 violations. Discuss with Plaintiffs and obtain background facts for complaint.	3.30	$850.00	$2,805.00
NDB	06/17/2022	Review and research DFEH claims of Plaintiff Seaman. Analyze off the clock work tasks. Legal research regarding recent cases with same claims. Analyze case file.	2.20	$850.00	$1,870.00
NDB	06/18/2022	Review facts and claims. Draft complaint. Research venue issues.	3.40	$850.00	$2,890.00
NDB	06/18/2022	review and analyze arbitration agreement terms. Review facts surrounding the signing of the arbitration agreement. Legal research regarding enforceability and unconscionability.	2.80	$850.00	$2,380.00
NDB	06/19/2022	Review original intake notes of new Plaintiff rose.	2.40	$850.00	$2,040.00

		Review and analyze employment files. Analyze paystubs for wage and hour claims. legal research. Review previous settlements. Conference with Plaintiff to discuss claims and obtain background facts for case.			
NDB	06/21/2022	Draft original complaint. Review and revise meal and rest break allegations. Research 204 late payment of wage claims and 246 sick pay claims.	2.80	$850.00	$2,380.00
NDB	06/24/2022	Review and revise complaint. Send to Plaintiffs for approval. Discuss with Plaintiffs.	1.30	$850.00	$1,105.00
NDB	06/25/2022	Review case file and complaints. Draft internal case notes memo detailing facts and claims for all Plaintiffs. Review related litigation.	2.00	$850.00	$1,700.00
NDB	07/07/2022	Review and research PAGA claims. Draft PAGA Notice. Update Plaintiffs.	1.50	$850.00	$1,275.00
SB	09/02/2022	Review complaint for filing, analyze, advise ND	2.60	$450.00	$1,170.00
SB	09/12/2022	Revise complaint for filing, advise ND	2.60	$450.00	$1,170.00
RE	10/11/2022	Review & analyze employment file documents	1.50	$675.00	$1,012.50
RE	10/12/2022	Review & edit class action complaint draft; finalize draft for next day filing	2.75	$675.00	$1,856.25
RE	10/13/2022	Confer w ND re class complaint revision; edit complaint; finalize for next day filing	1.80	$675.00	$1,215.00
RE	10/13/2022	Draft summons and civil case cover sheet re class action	0.50	$675.00	$337.50
RE	10/14/2022	Review & finalize class action complaint package; file in OC Sup. Ct.	0.70	$675.00	$472.50
RE	10/17/2022	Review court-returned documents; review docket; memo to firm re judicial/department assignment and status of initial case management conference	0.50	$675.00	$337.50
RE	11/17/2022	Draft PAGA Only Representative Action Complaint	3.70	$675.00	$2,497.50
RE	11/17/2022	Draft summons and civil case cover sheet	0.50	$675.00	$337.50
RE	11/17/2022	Review & finalize PAGA only complaint package; file in OC Sup. Ct.	0.50	$675.00	$337.50
RE	11/18/2022	Review court-returned documents re paga action; review docket; memo to firm re judicial/ department assignment and status of initial case management conference	0.50	$675.00	$337.50
RE	11/18/2022	Upload PAGA complaint to LWDA website; save confirmation for future verification of notice to LWDA	0.40	$675.00	$270.00

RE	11/18/2022	Prepare initial documents for service of process re class action; identify registered agent; send out for service via Knox	0.75	$675.00	$506.25
RE	11/18/2022	Prepare initial documents for service of process re paga action; identify registered agent; send out for service via Knox	0.60	$675.00	$405.00
RE	11/21/2022	File Proof of Service of Summons re class action; memo to firm re post service written discovery	0.50	$675.00	$337.50
RE	11/21/2022	File Proof of Service of Summons re paga action; memo to firm re post service written discovery	0.50	$675.00	$337.50
AR	11/29/2022	Multiple correspondence with AC regarding status of complex fees.	0.40	$550.00	$220.00
CL	12/21/2022	Email from V. Xu re: request for 15-day extension to respond to complaint; Discuss with Andy re: same.	0.30	$750.00	$225.00
AR	12/21/2022	Review file for status; multiple correspondence with opposing counsel regarding responsive pleading and service.	0.50	$550.00	$275.00
CL	01/03/2023	Receipt and review meet and confer re: stipulation to compel arbitration.	0.50	$750.00	$375.00
AR	01/03/2023	Receive and review meet and confer correspondence from opposing counsel; draft follow up correspondence.	0.50	$550.00	$275.00
CL	01/04/2023	[Class] Review and analyze Declaration requesting additional time to respond to complaint.	0.40	$750.00	$300.00
CL	01/04/2023	[PAGA] Review and analyze Declaration requesting additional time to respond to complaint.	0.40	$750.00	$300.00
CL	01/05/2023	Receipt and review Order Deeming Case Complex.	0.30	$750.00	$225.00
CL	01/11/2023	Receipt and review Order deeming case complex.	0.30	$750.00	$225.00
ASC	01/12/2023	Served Order deeming case complex on OPC via email per agreement	0.30	$250.00	$75.00
ASC	01/24/2023	Draft discovery shells for Class and PAGA	2.00	$250.00	$500.00
CL	01/30/2023	Review and analyze Plaintiff Roses Arbitration Agreement for purposes of determining response to meet and confer letter.	0.80	$750.00	$600.00
CL	01/30/2023	Review and analyze Plaintiff Seaman's Arbitration Agreement for purposes of determining response to meet and confer letter.	0.70	$750.00	$525.00

KN	01/30/2023	Analysis of arbitration issues; respond to CL	0.50	$950.00	$475.00
AR	02/02/2023	Review and outline pleadings and client documents; draft claims summary.	0.70	$550.00	$385.00
AR	02/02/2023	raft Belaire-west notice; protective order; notice of deposition; requests for production; requests for admissions; special interrogatories; and form interrogatories as to both Plaintiffs in PAGA action.	2.50	$550.00	$1,375.00
ASC	02/02/2023	Draft RFD wo P re Arb G	1.00	$250.00	$250.00
AR	02/03/2023	Revise and finalize draft discovery requests and notice of deposition in PAGA action.	1.00	$550.00	$550.00
CL	02/03/2023	Draft Request for Dismissal; Declaration of C. T. LeVu re CRC 3.770 ; Proposed Order.	0.90	$750.00	$675.00
CL	02/03/2023	[PAGA] Receipt and review Answer to Complaint.	0.30	$750.00	$225.00
CL	02/03/2023	[Class] Receipt and review Answer to Complaint.	0.30	$750.00	$225.00
AR	02/06/2023	Review complaint; draft revised discovery regarding rounding.	0.80	$550.00	$440.00
AR	02/06/2023	Review docket for status of dismissal in Class action; draft follow up correspondence.	0.50	$550.00	$275.00
AR	02/10/2023	Complete drafting initial discovery responses and notice of deposition; finalize draft Belaire-West notice and protective order; serve on Defendant.	1.40	$550.00	$770.00
CL	02/15/2023	[Class] Receipt and review Order Dismissing Class Action.	0.20	$750.00	$150.00
ASC	02/27/2023	Update Flow chart re disco served	0.10	$250.00	$25.00
CL	03/01/2023	Review and analyze arbitration agreement for potential theory of lack of mutuality.	0.40	$750.00	$300.00
AR	03/06/2023	Review file for status of discovery; multiple correspondence regarding the same.	0.50	$550.00	$275.00
AR	03/10/2023	Teleconference with RH regarding joint statement; review orders and file for status; draft follow up correspondence regarding case management statement.	0.80	$550.00	$440.00
AR	03/10/2023	Compile draft joint statements for RH; draft follow up correspondence.	0.60	$550.00	$330.00
ASC	03/10/2023	Finalize, CMS, add POS, file via One Legal, serve via email, circulate	0.50	$250.00	$125.00
CL	03/13/2023	Review and analyze Order Continuing Status Conference.	0.30	$750.00	$225.00

RH	03/13/2023	RECEIPT, REVIEW, AND ANALYSIS OF COURT'S ORDER CONTINUING STATUS CONFERENCE AND JOINT STATUS REPORT, AND DETERMINATION AS TO FURTHER HANDLING.	0.20	$675.00	$135.00
AR	03/14/2023	Correspondence with opposing counsel regarding discovery requests; review and reattach Belaire-West notice and protective order.	0.50	$550.00	$275.00
RH	03/15/2023	Preparation for upcoming initial case management conference by review of Court docket, orders, joint statement, and determination as to further handling.	0.40	$675.00	$270.00
AR	03/22/2023	Multiple correspondence with AC regarding status of discovery and depositions.	0.30	$550.00	$165.00
AR	03/28/2023	Review and outline motion to compel arbitration and dismiss as to Plaintiff Seaman and Rose; draft follow up correspondence.	1.00	$550.00	$550.00
AR	03/29/2023	Receive and review objection to notice of deposition; correspondence with TG regarding the same.	0.40	$550.00	$220.00
RH	03/30/2023	Receipt, review, and analysis of Defendant's objection to Plaintiff's Notice of Deposition of Defendant's Persons Most Knowledgeable.	0.30	$675.00	$202.50
AR	03/30/2023	Multiple follow up correspondence regarding pending discovery and motion to compel arbitration.	0.30	$550.00	$165.00
AR	03/31/2023	Multiple correspondence with opposing counsel regarding discovery responses and deposition.	0.30	$550.00	$165.00
AR	06/14/2023	Review and outline file and orders for status; draft case management statement; submit to opposing counsel for review.	0.80	$550.00	$440.00
AR	06/14/2023	Revise, finalize, file and serve joint statement.	0.30	$550.00	$165.00
CL	06/16/2023	Review and analyze Order continuing status conference.	0.20	$750.00	$150.00
RH	06/16/2023	Receipt, review, and analysis of Court's Order Continuing Status Conference, and determination as to further handling.	0.20	$675.00	$135.00
CL	07/20/2023	Review and analyze Substitution of Attorney	0.20	$750.00	$150.00
RH	07/20/2023	Receipt, review, and analysis of Defendant's Substitution of Attorney, and determination as to further handling.	0.20	$675.00	$135.00
RH	07/26/2023	Review, analysis, and evaluation of Defendant's two motions to compel arbitration, supporting	1.40	$675.00	$945.00

		documents and evidence, and evaluation of cited authorities, for purpose of determining plan for handling, including specifically in light of Adolph v. Uber.			
RH	07/26/2023	Initial review and analysis of Defendant's Motions to Compel Arbitration against both Plaintiffs Rose and Seaman, including memoranda, declarations, and exhibits, to determine plan for handling the same.	1.40	$675.00	$945.00
KN	07/27/2023	Analysis of arbitration issues; review documents; advise CL	0.40	$950.00	$380.00
RH	07/27/2023	Telephone call and correspondence to Fermin Llaguno re meet and confer as to Defendant's Motions to Compel Arbitration and electronic service agreement.	0.40	$675.00	$270.00
CL	07/28/2023	Discuss with Randy stipulation to stay pending arbitration.	0.20	$750.00	$150.00
RH	07/31/2023	Telephone call and correspondence to Fermin Llaguno re Defendant's Motions to Compel Arbitration; review of relevant file materials.	0.20	$675.00	$135.00
RH	07/31/2023	Telephone call and confirmatory email to Nolan McCready re proposed stipulation to arbitrate Plaintiffs' individual claims and stay representative claims, and handling of Defendant's motions to compel arbitration.	0.40	$675.00	$270.00
ASC	08/01/2023	Update POS re remove Fisher Phillips and add new OPC Littler	0.20	$250.00	$50.00
RH	08/02/2023	Draft Stipulation to Arbitrate Plaintiffs' Individual PAGA Claims and to Stay Representative Claims; and correspondence with Defendant's counsel re same.	1.10	$675.00	$742.50
RH	08/07/2023	Correspondence with Nolan McCready regarding status of his review/revision of proposed stipulation to stay case pending mediation.	0.20	$675.00	$135.00
RH	08/07/2023	Further correspondence with Nolan McCready regarding status of his review and revisions to proposed stipulation to stay case pending arbitration and impact of same upon pending motions to compel arbitration.	0.30	$675.00	$202.50
ASC	08/07/2023	Update POS per OPC's request to add 3 more attorneys and 3 legal assistants	0.20	$250.00	$50.00
ASC	08/08/2023	Draft opposition and declaration of RH to defendant's MTC arb of Plaintiff Seaman, email docs for review	1.00	$250.00	$250.00
CL	08/08/2023	Review and analyze arbitration agreement	1.30	$750.00	$975.00

		Seaman; legal research re: post Adolph decisions in preparation for opposition to Motion to Compel Arbitration; Discuss opposition with Randy.			
CL	08/08/2023	Review and analyze arbitration agreement Rose; legal research re: post Adolph decisions in preparation for opposition to Motion to Compel Arbitration; Discuss opposition with Randy.	1.30	$750.00	$975.00
ASC	08/08/2023	Make edits to oppositions to MTC arbitrations for Plaintiffs Seaman and Rose, send to RH for review	1.00	$250.00	$250.00
RH	08/08/2023	Telephone call with Nolan McCready re Stipulation to Arbitrate and Stay Action; subsequent examination of underlying arbitration agreements and relevant case law to assess Defendant's anticipated request to strike language regarding invalidity of representative waiver and confer with KRN and CTL re same.	0.80	$675.00	$540.00
RH	08/08/2023	Detailed examination and evaluation of Defendant's Motion to Compel Arbitration against Plaintiff Seaman and all supporting documents, in preparation for drafting opposition to same.	0.80	$675.00	$540.00
RH	08/08/2023	Detailed examination and evaluation of Defendant's Motion to Compel Arbitration against Plaintiff Rose and all supporting documents, in preparation for drafting opposition to same.	0.80	$675.00	$540.00
CL	08/09/2023	Revise Rose's Opposition to Motion to Compel Arbitration; Discuss with Randy re: same.	0.80	$750.00	$600.00
CL	08/09/2023	Revise Seaman's Opposition to Motion to Compel Arbitration; Discuss with Randy re: same.	1.10	$750.00	$825.00
RH	08/09/2023	Draft Opposition to Defendant's Motion to Compel Arbitration against Plaintiff Seaman, including contemporaneous research and analysis of relevant authorities regarding wholesale waiver of representative PAGA claims and detailed examination of Adolph v. Uber.	5.10	$675.00	$3,442.50
CL	08/10/2023	Email from N. McCready re: Joint Stipulation to Arbitrate; Review and analyze Joint Stipulation to Arbitrate.	0.40	$750.00	$300.00
CL	08/10/2023	Discuss with Randy and Kyle Opposition to Motion to Compel Arbitration in light of unacceptable revisions to Joint Stipulation to Arbitrate.	0.30	$750.00	$225.00
CL	08/10/2023	Review and analyze Notice of Related Case; Email from K. Garcia re: same.	0.30	$750.00	$225.00
CL	08/10/2023	Revise and finalize Seaman's Opposition to Motion to Compel.	0.50	$750.00	$375.00

CL	08/10/2023	Revise and finalize Rose's Opposition to Motion to Compel.	0.40	$750.00	$300.00
RH	08/10/2023	Correspondence from Nolan McCready re revised Joint Stipulation to Arbitrate and Stay, and determination as to further handling.	0.20	$675.00	$135.00
RH	08/10/2023	Correspondence from Karla Garcia re Notice of Related Cases, and determination as to further handling.	0.20	$675.00	$135.00
RH	08/10/2023	Draft Opposition to Defendant's Motion to Compel Arbitration against Plaintiff Rose, including contemporaneous research and analysis of relevant authorities regarding PAGA carveouts and contract interpretation principles; and finalization, filing, service, and circulate summaries of oppositions to motions for both Plaintiffs Rose and Seaman.	6.40	$675.00	$4,320.00
ASC	08/11/2023	Pull operative complaints and CMS of 4 related cases (Gangwer, Gourley, Green, Gomez), save in the file and circulate	1.20	$250.00	$300.00
ASC	08/15/2023	Email new reps Torres and Negrete re initial contact with team c and phone call with AGR	0.40	$250.00	$100.00
RH	08/16/2023	Preparation of Joint Status Conference Report, including comprehensive review of all relevant file materials to determine overall status of case, including pleadings, docket, correspondences, and motions; and correspondence to Defendant's counsel re same.	1.00	$675.00	$675.00
CL	08/17/2023	Review and analyze Reply to Motion to Compel Arbitration as to Rose.	0.40	$750.00	$300.00
CL	08/17/2023	Review and analyze Reply to Motion to Compel Arbitration as to Seaman.	0.40	$750.00	$300.00
CL	08/17/2023	Email form K. Garcia re: Replies to Motion to Compel Arbitration as to Seaman and Rose.	0.20	$750.00	$150.00
RH	08/17/2023	Receipt and review of revised Joint Status Report, assessment of all changes from Defendant, finalization, execution, file, serve, and circulate summary of the same.	0.60	$675.00	$405.00
RH	08/17/2023	Correspondence from Karla Garcia re Defendant's Replies in Support of Motions to Compel Arbitration, and detailed examination and assessment of same to determine further handling.	0.60	$675.00	$405.00
ASC	08/18/2023	Confirm 8/24/23 Status conference and MTC arb hearings still on calendar, send appearance info to RH	0.20	$250.00	$50.00

ASC	08/23/2023	Review email from new rep Torres re availability for phone call with AGR, forward to AGR/CTL	0.10	$250.00	$25.00
CL	08/23/2023	Receipt and review Tentative Ruling on Motion to Compel Arbitration.	0.30	$750.00	$225.00
ASC	08/23/2023	PAGA - review tentative rulings re MTC arb, phone call with RH re check court's policies for oral argument, review court's website, send email re no need to request oral argument	0.30	$250.00	$75.00
RH	08/23/2023	Receipt and cursory review of tentative ruling re Motions to Compel Arbitration; confer with CTL and KRN re plan for handling same; and correspondence with Defendant's counsel re oral argument/hearing.	0.70	$675.00	$472.50
RH	08/23/2023	Correspondence from Nolan McCready re Tentative Rulings re Motions to Compel Arbitration and plan for handling hearing re the same.	0.20	$675.00	$135.00
CL	08/24/2023	Discuss with Randy hearing on Motion to Compel Arbitration as to Rose and Judge's impression on taking matter under submission.	0.40	$750.00	$300.00
RH	08/24/2023	Lengthy preparation for and appearance at hearing re Defendant's Motions to Compel Arbitration, including detailed examination of subject arbitration agreements, multiple lengthy cases cited in Defendant's motions and replies and Court's tentative ruling, and countervailing cases; draft of notes for oral argument; and circulate subsequent summary of same.	4.80	$675.00	$3,240.00
RH	08/24/2023	Telephone call from and correspondence to Nolan McCready re intent for oral argument re motions to compel arbitration.	0.10	$675.00	$67.50
CL	08/28/2023	Review and analyze Order Denying Motion to Compel Arbitration as to Rose.	0.40	$750.00	$300.00
RH	08/28/2023	Receipt, review, and analysis of final order re: Defendant's Motions to Compel Arbitration, and determination as to further handling.	0.30	$675.00	$202.50
ASC	08/31/2023	Review status of case and add to client contact spreadsheet to do initial intake for liability form	0.30	$250.00	$75.00
CL	09/05/2023	Discuss with Rico re: new representative Torres and Complaint.	0.30	$750.00	$225.00
CL	09/12/2023	Receipt and review Notice of case reassignment.	0.30	$750.00	$225.00
CL	10/15/2023	Receipt and review Notice of Appeal.	0.20	$750.00	$150.00
CL	10/17/2023	Review and analyze Notice of Appeal.	0.30	$750.00	$225.00

CL	10/24/2023	Receipt and review Notice Designating Record on Appeal; Email from K. Garcia re: same.	0.30	$750.00	$225.00
KN	10/25/2023	Review notice of appeal; review court notice; register for notifications; schedule next steps	0.50	$950.00	$475.00
KN	10/26/2023	Analysis of appeal strategy and stay issues; review new law; respond to NBB questions	0.75	$950.00	$712.50
ASC	10/26/2023	Lookup appeal case no, sign up for e-notifications, confirm state court case not stayed	0.50	$250.00	$125.00
AR	11/15/2023	Teleconference with Client; update case file.	0.80	$550.00	$440.00
KN	12/15/2023	Draft and research motion for preference; file and serve motion	1.50	$950.00	$1,425.00
CL	01/02/2024	Receipt and review Stipulation for Extension of Time to File Brief.	0.30	$750.00	$225.00
CL	01/04/2024	Receipt and review Order granting calendar preference	0.30	$750.00	$225.00
ASC	01/08/2024	Review status of case and discuss filing new complaints for additional reps via email	0.20	$250.00	$50.00
KN	01/18/2024	Draft Request for Argument; file and serve	0.50	$950.00	$475.00
CL	01/18/2024	Receipt and review request for oral argument.	0.20	$750.00	$150.00
AR	02/15/2024	Receive, review and revise joint statement; submit for circulation.	0.40	$550.00	$220.00
ASC	02/15/2024	Review court's docket and status of appeal; Draft Joint Report for AGR's review;revise and send to OPC for comments/review	0.60	$450.00	$270.00
YS	02/16/2024	Telephone call, text message and email to client Audrey Torres re still employed with ER?	0.20	$250.00	$50.00
YS	02/16/2024	Draft shell of FAC and amended PAGA notice re adding new reps: Negrete, Torres and Steiner.	1.00	$250.00	$250.00
ASC	02/16/2024	Email exchange with OPC re draft joint status report	0.20	$450.00	$90.00
ASC	02/16/2024	Finalize, file via one legal, serve via email	0.30	$450.00	$135.00
CL	02/19/2024	Receipt and review Minute Order re: continued CMC.	0.30	$750.00	$225.00
CL	02/19/2024	Revise and Finalize First Amended Complaint; Revise and Finalize Amended PAGA Notice.	0.60	$750.00	$450.00
KN	02/20/2024	Review appeal status; review clerk transcript; review issues re reporters transcript and filings; analysis of complete record	0.50	$950.00	$475.00

YS	02/20/2024	Email to client S. Negrete re approval for FAC.	0.20	$250.00	$50.00
YS	02/20/2024	Email to A. Torres re approval for FAC.	0.20	$250.00	$50.00
YS	02/20/2024	Email to client C. Steiner re approval for FAC.	0.20	$250.00	$50.00
ASC	02/20/2024	Review draft FAC and amended PAGA notice; discuss new reps complaint approval with YS	0.30	$450.00	$135.00
CL	02/23/2024	Receipt and review notice of related case.	0.30	$750.00	$225.00
YS	03/11/2024	Review Def's Notice of Related Cases. Retrieve complaint(s) and CMS for related cases: Gangwer, Gomez, Gourley, and Green. Update file.	0.50	$250.00	$125.00
CL	03/18/2024	Email from S. Tindall re conference call re status.	0.20	$750.00	$150.00
KN	03/18/2024	Review record and research for appeal; draft Opening brief	4.00	$950.00	$3,800.00
KN	03/19/2024	Draft Respondent brief	4.50	$950.00	$4,275.00
JH	03/20/2024	Review/analyze appellate opening brief	0.60	$750.00	$450.00
CL	03/25/2024	Email to S. Tinsdell re: approval of JPA for signature.	0.30	$750.00	$225.00
KN	04/02/2024	Draft Respondent brief on appeal	4.00	$950.00	$3,800.00
KN	04/03/2024	Review and revise brief for final; file and serve brief	4.50	$950.00	$4,275.00
KN	04/09/2024	Research issue regarding oral argument; contact court; email to Defendant	0.50	$950.00	$475.00
KN	04/11/2024	Draft request for continuance; file and serve request	2.00	$950.00	$1,900.00
VR	05/03/2024	Correspondence with Opposing Counsel: correspondence to Def; review case file and complaint	0.40	$750.00	$300.00
VR	05/07/2024	Review and Analyze: telephone conference with Def's counsel; review complaint and documents; review financial docs and needs; advise NDB	0.80	$750.00	$600.00
YS	06/20/2024	Finalize parties' Joint Status Report for service. Prepare POS. Add case to Onelegal, file status report. Email to OPC re status report. Email to Court Docs for circulation.	0.60	$250.00	$150.00
ASC	06/20/2024	Draft Joint Status Report re ADR Review Hearing	0.50	$450.00	$225.00
ASC	06/20/2024	Review status of appeal	0.50	$450.00	$225.00
CL	07/15/2024	Email from S. Tindall re: individual statement of claims.	0.30	$750.00	$225.00

KN	07/16/2024	Court appearance - court of appeal; prepare for hearing; travel to and from court; memo to file	5.00	$950.00	$4,750.00
KN	07/16/2024	Review briefing and appendix; pull and highlight documents	1.50	$950.00	$1,425.00
KN	07/17/2024	Legal research to follow up; review Mondragon case; memo to NBB regarding oral argument; memo to staff	1.00	$950.00	$950.00
CL	07/31/2024	Email from S. Tindall re: global resolution and individual claims.	0.20	$750.00	$150.00
JH	08/02/2024	Review/analyze appellate opinion	1.00	$750.00	$750.00
ASC	09/04/2024	Discuss status of appeal, amended PAGA notice and additional reps with NDB	0.50	$450.00	$225.00
KN	09/06/2024	Review status and email; memo to staff	0.30	$950.00	$285.00
CL	09/06/2024	Email from/to N. McCreedy re: meet and confer re: appeal and possible mediation.	0.30	$750.00	$225.00
YS	09/06/2024	Update internal spreadsheet with class info provided by Defs	0.10	$250.00	$25.00
CL	09/06/2024	Telephone call to N. McCready re: meet and confer re: scope of mediation and estimates.	0.40	$750.00	$300.00
CL	09/06/2024	Email to/from N. McCready confirming scope of mediation and estimates; Discuss with AJ re: same.	0.30	$750.00	$225.00
CL	09/06/2024	Email to S. Tindall re: mediation; Email from S. Tindall re: preferred mediators.	0.30	$750.00	$225.00
KN	09/06/2024	Review emails; review status; memo to staff and co-counsel regarding appeal opinion and remittitur	0.50	$950.00	$475.00
CL	10/25/2024	Draft Joint Case Management Conference re status of appeal.	0.60	$750.00	$450.00
CL	10/25/2024	Email to N. McGreedy re: Joint Case Management Conference re status of appeal.	0.20	$750.00	$150.00
CL	10/28/2024	Email form W. Tidwell re: defendant's documents and JPA.	0.30	$750.00	$225.00
CL	10/29/2024	Email to N. McGreedy re: following up on Joint Case Management Conference re status of appeal.	0.20	$750.00	$150.00
KN	10/30/2024	Review opinion; memo to file; prepare for next steps; review law for costs on appeal; draft memorandum; file and serve documents	1.75	$950.00	$1,662.50
CL	10/31/2024	Email from/to N. McCready re: mediation and	0.30	$750.00	$225.00

		Joint CMS.			
CL	10/31/2024	Email form N. McGready re: confirmation of Tripper Ortman mediation.	0.30	$750.00	$225.00
CL	10/31/2024	Email form S. Tindall re: agreement to mediate with Tripper Ortman.	0.20	$750.00	$150.00
CL	11/04/2024	Revise Joint CMS; Emails from N. McCready re: Joint CMS and mediation with Tripper Ortman.	0.50	$750.00	$375.00
CL	11/04/2024	Emails from/to S. Tindall re: mediation with Tripper Ortman and available dates for same.	0.30	$750.00	$225.00
CL	11/04/2024	Revise and finalize Joint CMS; Email from/to N. McCready re: finalizing Joint CMS.	0.30	$750.00	$225.00
CL	11/06/2024	Receipt and review Order Continuing CMC.	0.20	$750.00	$150.00
CL	12/01/2024	Receipt and review Notice of Related Case; Email from K. Garcia re: same.	0.30	$750.00	$225.00
ASC	12/09/2024	Review status of operative complaint, named reps and appeal; discuss with NDB ahead of mediation data request	0.50	$450.00	$225.00
ASC	12/09/2024	Draft Mediation Data Request	1.00	$450.00	$450.00
ASC	12/11/2024	Review Plaintiffs' documents in preparation for mediation; advise YS to bates stamp documents	0.50	$450.00	$225.00
ASC	12/11/2024	Serve Draft Mediation Data Request on co-Plaintiff for review and edits	0.30	$450.00	$135.00
ASC	12/16/2024	Review Co-Plaintiff's proposed edits to mediation data request; advise AJ	0.50	$450.00	$225.00
YS	12/16/2024	Review court docket of related cases: Miranda and Marbley. Purchase and download complaints. Update file and email to Court Docs for circulation.	0.40	$250.00	$100.00
YS	12/16/2024	Review court docket and courtlinks re related case, Baker. Unavailable to download complaint. Place Knox order to retrieve copy of complaint.	0.30	$250.00	$75.00
ASC	12/17/2024	Review Co-Plaintiff's proposed edits to MDR; accept changes and circulate clean copy for signature	0.50	$450.00	$225.00
ASC	12/17/2024	Finalize and serve MDR via email	0.50	$450.00	$225.00
YS	12/26/2024	Review Plaintiff Torres' documents. Organize and add bates stamp. Update exhibit book.	1.50	$250.00	$375.00
YS	12/26/2024	Review Plaintiff Steiner's documents. Organize and add bates stamp. Update exhibit book.	0.70	$250.00	$175.00

YS	12/27/2024	Review Plaintiff Seaman, Rose, and Negrete's documents. Organize and add bates stamp. Update exhibit book.	1.00	$250.00	$250.00
YS	12/27/2024	Review Def's documents. Organize and update exhibit book.	0.80	$250.00	$200.00
ASC	01/07/2025	Email to W. Tidwell re status of MDR production from defendant	0.30	$450.00	$135.00
ASC	01/17/2025	Email to F. Llaguno re status of mediation data request; email to S. Tindall re status of production	0.40	$450.00	$180.00
ASC	01/21/2025	Email to F. Llaguno re status of mediation data request	0.30	$450.00	$135.00
ASC	01/23/2025	Email to F. Llaguno re status of mediation data request	0.30	$450.00	$135.00
ASC	01/24/2025	Email to F. Llaguno re status of mediation data request	0.30	$450.00	$135.00
ASC	01/28/2025	Email to F. Llaguno re status of mediation data request	0.30	$450.00	$135.00
CL	01/29/2025	Draft Joint CMS.	0.50	$750.00	$375.00
CL	01/29/2025	Email to N. McGreedy re: Joint CMS.	0.30	$750.00	$225.00
CL	01/31/2025	Email from K. Shappley re: revisions to Joint CMS; receipt and review same.	0.30	$750.00	$225.00
CL	01/31/2025	Revise and finalize Joint CMS.	0.30	$750.00	$225.00
ASC	02/03/2025	Email to F. Llaguno re status of mediation data request	0.30	$450.00	$135.00
ASC	02/04/2025	Email to F. Llaguno re status of mediation data request	0.30	$450.00	$135.00
YS	02/05/2025	Finalize Joint Status Conference Statement for service. Prepare POS. File via Onelegal. Email to OPC re Joint Status Conference Statement. Email to Court Docs for circulation.	0.60	$250.00	$150.00
ASC	02/05/2025	Email to F. Llaguno re status of mediation data request	0.30	$450.00	$135.00
CL	02/06/2025	Email from S. Tindall re: mediation data.	0.20	$750.00	$150.00
ASC	02/06/2025	Email to F. Llaguno re status of mediation data request	0.30	$450.00	$135.00
CL	02/07/2025	Email from S. Tindall to F. Llaguno re: status of mediation data.	0.10	$750.00	$75.00
YS	02/10/2025	Review notice of related case. Purchase and download complaint from court docket. Update file	0.30	$250.00	$75.00

		and email to Court Docs.			
CL	02/10/2025	Receipt and review Notice of Related Case.	0.30	$750.00	$225.00
CL	02/10/2025	Receipt and review Notice of association of counsel	0.20	$750.00	$150.00
ASC	02/12/2025	Email to F. Llaguno re status of mediation data request	0.30	$450.00	$135.00
NDB	02/12/2025	Review and analyze court docket and case file. Review Defendant's wage and hour policy documents. Analyze time punch data for meal breaks and rounding issues. Legal research regarding the same. Prepare for mediation.	3.90	$850.00	$3,315.00
YS	02/14/2025	Review status of case, Confirm 2/20 Status Conf. on calendar, continued to 4/3, purchase and download order continuing CMC, email to Chrystal for calendaring	0.40	$250.00	$100.00
ASC	02/14/2025	Email to F. Llaguno re status of mediation data request	0.32	$450.00	$144.00
ASC	02/14/2025	Email to Plaintiffs re telephone conference to discuss mediation	0.60	$450.00	$270.00
SB	02/14/2025	Speak with client in advance of mediation, analyze claims, advise AJB	2.80	$450.00	$1,260.00
NDB	02/15/2025	Review and research previous settlements with similar claims and pay periods for mediation valuation. Review and analyze settlement authority and dates of employment for all Plaintiffs.	1.90	$850.00	$1,615.00
YS	02/17/2025	Review mediation data from Defs. Create Box folder, upload folder. Email to expert re new case.	0.40	$250.00	$100.00
ASC	02/17/2025	Email to F. Llaguno re status of mediation data request	0.30	$450.00	$135.00
ASC	02/17/2025	Receive and review mediation data production; email to F. Llaguno re unique IDs of Plaintiffs	1.00	$450.00	$450.00
YS	02/18/2025	Review and organize mediation data from Defs. Update and finalize exhibit book.	0.80	$250.00	$200.00
SB	02/18/2025	Speak with client about claims, calculate individual damages, add to case notes, and advise AJB	2.60	$450.00	$1,170.00
ASC	02/19/2025	Discuss mediation data production with expert	0.40	$450.00	$180.00
ASC	02/19/2025	Follow up with defense counsel re time data sample and IDs for Plaintiffs	0.30	$450.00	$135.00
ASC	02/19/2025	Set up intake call with Plaintiff Negrete	0.30	$450.00	$135.00

ASC	02/19/2025	Telephone call with Co-Plaintiff re mediation brief and status of brief	0.50	$450.00	$225.00
ASC	02/20/2025	Follow up with defense counsel re time data sample and IDs for Plaintiffs	0.30	$450.00	$135.00
ASC	02/20/2025	Review documents of Plaintiff Negrete NEGRETE_000001-24 // Employment file - Negrete (SAS000001-SAS000052)	1.00	$450.00	$450.00
ASC	02/20/2025	Call with Plaintiff Negrete	1.00	$450.00	$450.00
ASC	02/20/2025	Review documents of Plaintiff Torres TORRES_000001-160 // Employment file - Torres (SAS000001-SAS000110)	2.00	$450.00	$900.00
ASC	02/20/2025	Review documents of Plaintiff Steiner STEINER_000001-23 // Employment file - Steiner (SAS000001-SAS000134)	1.50	$450.00	$675.00
ASC	02/20/2025	Review 2025-02-17 - Document Production - SASR000001-SASR000817	2.00	$450.00	$900.00
ASC	02/20/2025	Review documents of Plaintiff Seaman Employment file - Seaman (SAS000001-SAS000037)	0.70	$450.00	$315.00
ASC	02/21/2025	Receive and review time data for mediation; send to expert for analysis	1.00	$450.00	$450.00
ASC	02/23/2025	Draft Mediation Brief	2.50	$450.00	$1,125.00
ASC	02/23/2025	Prepare quick reference notes for mediation	1.00	$450.00	$450.00
ASC	02/23/2025	Review defendants policies and cross reference with Plaintiffs' records	2.00	$450.00	$900.00
ASC	02/24/2025	Discuss mediation brief with AJ	0.30	$450.00	$135.00
ASC	02/24/2025	Phone call with rep Audrey Torres re mediation	1.00	$450.00	$450.00
ASC	02/24/2025	Email to mediator re delayed brief	0.30	$450.00	$135.00
ASC	02/25/2025	Receive and review expert's analysis re mediation	0.50	$450.00	$225.00
ASC	02/25/2025	Revise draft mediation brief with expert's analysis	2.00	$450.00	$900.00
ASC	02/25/2025	Further revisions to mediation brief per co-counsels input	1.00	$450.00	$450.00
YS	02/27/2025	Schedule reminder text re mediation for AJ	0.10	$250.00	$25.00
SB	02/28/2025	Prepare for mediation, review and analyze mediation brief, advise AJB	2.60	$450.00	$1,170.00
ASC	02/28/2025	Draft MOU for mediation	0.60	$450.00	$270.00
SB	03/03/2025	Attend mediation	8.00	$450.00	$3,600.00

ASC	03/03/2025	Download and save appeal opinion from appellate court	0.30	$450.00	$135.00
AB	03/03/2025	Prep and appear for mediation.	8.00	$895.00	$7,160.00
RE	03/04/2025	Review file; draft arb complaints re Seaman, Negrete, Steiner and Torres; confer w TR; email to AJ/team re next steps re arb demands.	3.00	$675.00	$2,025.00
ASC	03/04/2025	Review email from S. Tindall re related cases and post-mediation strategy	0.30	$450.00	$135.00
AB	03/04/2025	Review/analyze file post mediation. Advise staff on next steps for litigation.	3.00	$895.00	$2,685.00
RE	03/06/2025	Email to Cassandra Steiner re arb demand	0.30	$675.00	$202.50
RE	03/06/2025	Email to Audrey Torres re arb demand	0.30	$675.00	$202.50
RE	03/06/2025	Email to Serena Negrete re arb demand	0.30	$675.00	$202.50
ASC	03/06/2025	Email to E. Seaman re status update and mediation	0.30	$450.00	$135.00
ASC	03/06/2025	Email to A. Torres re status update and mediation	0.30	$450.00	$135.00
ASC	03/10/2025	Email from and to E. Seaman re outcome of mediation and ongoing negotiations, provide status update	0.40	$450.00	$180.00
ASC	03/10/2025	Email from and to S. Negrete re outcome of mediation and ongoing negotiations, provide status update	0.40	$450.00	$180.00
ASC	03/11/2025	Email from and to Plaintiff E. Seamna re outcome of mediation and case status update	0.40	$450.00	$180.00
ASC	03/12/2025	Review email from P. Seaman re request from call from NDB; discuss with VBR	0.30	$450.00	$135.00
ASC	03/19/2025	Receive and review Respondent's andswer to demand for arbitration	0.50	$450.00	$225.00
ASC	03/20/2025	Review correspondence from JAMS re notice regarding payments, notice of intent and EMS	0.50	$450.00	$225.00
VR	03/26/2025	Review and Revise: review and revise joint CMC statement; review correspondence between parties; correspondence to Def	0.70	$750.00	$525.00
YS	03/28/2025	Review status of case, Confirm 4/3 Status Conf. hearing on calendar, continued to 10/2, confirm new date on calendar	0.30	$250.00	$75.00
AB	04/01/2025	Draft/circulate MOU.	5.00	$895.00	$4,475.00
ASC	04/02/2025	Review notice from the Court re Status Conference continued	0.30	$450.00	$135.00

AB	04/16/2025	Prep for and have Call w/ cocounsel. Prep for and have call w/ mediator. Review/analyze mediator's proposal. Draft/send response.	5.00	$895.00	$4,475.00
ASC	05/01/2025	Receive email from Plaintiff Torres re case status update request	0.40	$450.00	$180.00
CL	05/08/2025	Email from S. Stitt re: mediation dates.	0.20	$750.00	$150.00
KN	05/14/2025	Review draft MOU; review issues from AJ; research issues; provide input to AJ	0.50	$950.00	$475.00
AB	05/14/2025	Review/analyze/respond to corr from OPC conveyed through mediator. Prep for have call w/ cocounsel. Draft send corr to mediator/OPC re MOU.	4.00	$895.00	$3,580.00
NDB	05/15/2025	Review and analyze mediation notes and results. Review and analyze MOU terms and settlement amounts for each Plaintiff. Send MOU to Plaintiffs. Follow up emails and calls to explain terms and obtain signatures.	1.50	$850.00	$1,275.00
ASC	05/20/2025	Review correspondence from JAMS re notice of appointment and arbitrator deisclosures	0.40	$450.00	$180.00
BW	06/09/2025	Review and analyze Memorandum of Understanding re: drafting PAGA settlement agreement and individual settlement agreements	0.30	$750.00	$225.00
BW	06/09/2025	Draft Individual Settlement Agreement, including continuing to review settlement agreement	0.50	$750.00	$375.00
BW	06/09/2025	Review case file and docket regarding status of case and pleadings	0.20	$750.00	$150.00
BW	06/09/2025	Review Joint Prosecution Agreement re information to include in PAGA and Individual Settlement Agreement	0.20	$750.00	$150.00
BW	06/09/2025	Draft and send email for Settlement Administrator bid from ILYM	0.20	$750.00	$150.00
BW	06/09/2025	Draft and send email for Settlement Administrator bid from Apex	0.10	$750.00	$75.00
YS	06/09/2025	Prepare shell for stip to file FAC	1.00	$250.00	$250.00
BW	06/11/2025	Further drafting of individual settlement agreement, including procedural posture, and further terms and conditions included in the Memorandum of Understanding	0.30	$750.00	$225.00
BW	06/11/2025	Further review of MOU, dockets for all cases, and Seaman/Rose case file re: further drafting of individual settlement agreement concerning procedural posture of case	0.80	$750.00	$600.00

BW	06/12/2025	Drafting PAGA settlement agreement including reviewing dockets and further case files; conferring with att'y C. LeVu re same	1.60	$750.00	$1,200.00
BW	06/12/2025	Further review Memorandum of Understanding re verifying terms and conditions for drafting individual settlement agreement	0.30	$750.00	$225.00
BW	06/12/2025	Further drafting of individual settlement agreement according to Memorandum of Understanding	0.80	$750.00	$600.00
BW	06/12/2025	Revising First Amended Complaint to add Plaintiff Jamie Gangwer, including reviewing Gangwer complaint to add all claims	1.70	$750.00	$1,275.00
BW	06/12/2025	Draft, receive, and respond to/from email to co-counsel regarding further terms and conditions for inclusion to settlement agreement, in particular amount of costs and expenses, including reviewing case documents, dockets, and California State Bar website for email addresses and quick review of MOU for amounts owed to each plaintiff	0.50	$750.00	$375.00
BW	06/13/2025	Further draft and revise PAGA Settlement Agreement	1.20	$750.00	$900.00
BW	06/13/2025	Further draft and revise Individual Settlement Agreement; confer with att'y N. De Blouw regarding amount of attorneys fees to charge for each individual plaintiff	0.80	$750.00	$600.00
BW	06/13/2025	Receipt and review of email from co-counsel concerning their costs and expenses, and division of checks for client	0.20	$750.00	$150.00
CL	06/13/2025	Revise Individual Settlement Agreement.	0.60	$750.00	$450.00
CL	06/13/2025	Review and revise PAGA Settlement Agreement.	1.40	$750.00	$1,050.00
KN	06/19/2025	Review draft PAGA Agreement; respond to CL	1.00	$950.00	$950.00
BW	06/19/2025	Finalize PAGA and individual settlement agreements; confer with co-counsel re current drafts	0.50	$750.00	$375.00
BW	06/20/2025	Confer with co-counsel concerning multiple administrator bids; receipt and review communications from K. Nordrehaug re multiple administrator bids	0.30	$750.00	$225.00
BW	06/20/2025	Emails to/from Atticus re settlement administrator bid	0.20	$750.00	$150.00
BW	06/20/2025	Emails to/from RG2 re settlement administrator bid; call concerning follow up questions from RG2	0.30	$750.00	$225.00

BW	06/23/2025	Call with RG2 representative Bill Wickersham re needs for settlement bid	0.30	$750.00	$225.00
BW	06/24/2025	Review RG2 bid	0.20	$750.00	$150.00
BW	06/24/2025	Review Atticus bid	0.20	$750.00	$150.00
BW	06/24/2025	Revise Individual Agreement re Atticus information	0.10	$750.00	$75.00
BW	06/24/2025	Revise PAGA Agreement re Atticus information	0.10	$750.00	$75.00
BW	06/24/2025	Communicate with co-counsel re analysis of settlement administrator bids for PAGA Settlement Agreement distribution	0.10	$750.00	$75.00
BW	06/25/2025	Revise Settlement Agreement re Confidentiality provision	0.60	$750.00	$450.00
BW	06/25/2025	Review and analyze co-counsel notes for Settlement Agreement re confidentiality provision and potential delegation; confer with att'y K. Nordrehaug re same	0.20	$750.00	$150.00
BW	06/25/2025	Email to co-counsel re further redlines	0.20	$750.00	$150.00
BW	06/25/2025	Finalize PAGA Only Settlement Agreement to send to opposing counsel for review and potential redlines	0.20	$750.00	$150.00
BW	06/25/2025	Finalize Individual Settlement Agreement to send to opposing counsel for review and potential redlines	0.20	$750.00	$150.00
BW	06/25/2025	Finalize Stipulation to File First Amended Complaint to send to opposing counsel for review and potential redlines	0.20	$750.00	$150.00
BW	06/25/2025	Finalize First Amended Complaint to send to opposing counsel for review and potential redlines	0.30	$750.00	$225.00
BW	07/08/2025	Review and analyze Defendant's Answer to FAC	0.20	$750.00	$150.00
BW	07/14/2025	Review correspondence from client	0.10	$750.00	$75.00
BW	07/15/2025	Draft and response to client email	0.40	$750.00	$300.00
BW	07/15/2025	Review case file and correspondence re client email	0.10	$750.00	$75.00
BW	07/15/2025	Emails to/from co-counsel and opposing counsel re redlines to settlement agreements	0.30	$750.00	$225.00
BW	07/24/2025	Email with F. Laguno re settlement agreement	0.30	$750.00	$225.00
BW	07/28/2025	Redline Long Form Settlement Agreement from Defendants	1.20	$750.00	$900.00

ASC	07/28/2025	Review correspondence from JAMS re request for update on status of settlement and response from N. McCready	0.30	$450.00	$135.00
BW	07/29/2025	Review Defendant's redlines and add further redlines to stipulation to file FAC; confer with att'y K. Nordrehaug re further redlines	0.40	$750.00	$300.00
BW	07/29/2025	Further redline Stip to file FAC and redline FAC re Defendant's notes; confer with att'y K. Nordrehaug	0.70	$750.00	$525.00
BW	07/29/2025	Further redlines to settlement agreement re Defendant's notes; confer with att'y K. Nordrehaug	2.00	$750.00	$1,500.00
BW	07/29/2025	Review and analyze Individual Settlement Agreement for Gangwer	0.20	$750.00	$150.00
BW	07/29/2025	Review and analyze Individual Settlement Agreement for Negrete	0.20	$750.00	$150.00
BW	07/29/2025	Review and analyze Individual Settlement Agreement for Steiner; review CCP Sec. 1002.5 re concerning required resignations; draft redlines	0.60	$750.00	$450.00
BW	07/30/2025	Review, analyze, and add redlines to Steiner individual settlement agreement	1.20	$750.00	$900.00
BW	07/30/2025	Review, analyze, and add redlines to Negrete individual settlement agreement	0.70	$750.00	$525.00
BW	07/30/2025	Review, analyze, and add redlines to Torres individual settlement agreement	0.70	$750.00	$525.00
BW	07/30/2025	Review, analyze, and add redlines to Seaman individual settlement agreement	0.70	$750.00	$525.00
BW	07/31/2025	Draft redlines for Rose individual settlement agreement	0.40	$750.00	$300.00
BW	07/31/2025	Draft redlines for Gangwer individual settlement agreement	0.40	$750.00	$300.00
BW	07/31/2025	Review Rose client's documents and pleadings re procedural posture for settlement agreement	0.20	$750.00	$150.00
BW	07/31/2025	Review Negrete's client's documents and pleadings re substantive employment information for settlement agreement	0.30	$750.00	$225.00
BW	07/31/2025	Review Seaman's client's documents and pleadings re substantive employment information for settlement agreement	0.20	$750.00	$150.00
BW	07/31/2025	Review Gangwer's client's documents and pleadings re substantive employment information for settlement agreement	0.20	$750.00	$150.00

BW	07/31/2025	Review Torres client's documents and pleadings re substantive employment information for settlement agreement	0.20	$750.00	$150.00
BW	07/31/2025	Review Steiner client's documents and pleadings re substantive employment information for settlement agreement	0.20	$750.00	$150.00
BW	07/31/2025	Emails to/from att'y K. Nordrehaug re changes and proposed redlines to Defendant's long-form and individual settlements	0.70	$750.00	$525.00
KN	07/31/2025	Review draft Agreement; review memo from BW; advise BW as to issues	0.75	$950.00	$712.50
YS	07/31/2025	Telephone call with A. Torres re termination date. Email to BW.	0.20	$250.00	$50.00
YS	07/31/2025	Telephone call with C. Rose re termination date. Email to BW.	0.20	$250.00	$50.00
YS	07/31/2025	Telephone call with E. Seaman re termination date. Email to BW.	0.20	$250.00	$50.00
YS	07/31/2025	Telephone call to C. Steiner, wrong # in file. Email to client following up.	0.20	$250.00	$50.00
YS	07/31/2025	Telephone call to S. Negrete. No answer, left voicemail. Email to client following up.	0.20	$250.00	$50.00
BW	07/31/2025	Review and revise long form settlement agreement, including conferring with co-counsel	0.60	$750.00	$450.00
BW	07/31/2025	Conferring with att'y A. Contreras and S. Puche re individual settlement agreement redlines	0.40	$750.00	$300.00
BW	07/31/2025	Draft and revise redlines for Steiner individual settlement agreement, as per att'y S. Puche redlines and comments	0.40	$750.00	$300.00
BW	07/31/2025	Draft and revise redlines for Torres individual settlement agreement, as per att'y S. Puche redlines and comments	0.40	$750.00	$300.00
BW	07/31/2025	Draft and revise redlines for Rose individual settlement agreement, as per att'y S. Puche redlines and comments	0.40	$750.00	$300.00
BW	08/01/2025	Further redline Steiner individual settlement agreement as per redlines from co-counsel	0.20	$750.00	$150.00
BW	08/01/2025	Further redline Seaman individual settlement agreement as per redlines from co-counsel	0.20	$750.00	$150.00
BW	08/01/2025	Further redline Negrete individual settlement agreement as per redlines from co-counsel	0.20	$750.00	$150.00
BW	08/01/2025	Further redline Rose individual settlement	0.20	$750.00	$150.00

		agreement as per redlines from co-counsel			
BW	08/01/2025	Further redline Torres individual settlement agreement as per redlines from co-counsel	0.20	$750.00	$150.00
BW	08/01/2025	Review and analyze further redlines in Gangwer individual settlement agreement re redlining other agreements as per redlines from co-counsel	0.20	$750.00	$150.00
BW	08/01/2025	Draft and send email to opposing counsel re Plaintiff's redlines to settlement agreement; Finalize all settlement documents for sending to opposing counsel, including FAC and redlined FAC	0.40	$750.00	$300.00
BW	08/01/2025	Emails to/from co-counsel re Plaintiff's redlines to settlement agreement	0.40	$750.00	$300.00
BW	08/04/2025	Draft and send email to opposing counsel re following-up on stipulation to file FAC and removing AJ from emails going forward	0.30	$750.00	$225.00
BW	08/04/2025	Receipt and review email from client Steiner; draft and send email to client Steiner re current issues and further strategy for approval	0.50	$750.00	$375.00
BW	08/04/2025	Receipt and review email from client Negrete; draft and send email to client Negrete re current issues and further strategy for approval	0.50	$750.00	$375.00
BW	08/08/2025	Emails with N. McCready re settlement agreement	0.40	$750.00	$300.00
KN	08/12/2025	Review Defendant's revisions to the draft Agreement; review emails; review administration estimates; analysis of issues remaining.	1.00	$950.00	$950.00
BW	08/12/2025	Email with N. McCready re settlement agreement and stipulation to file FAC	0.30	$750.00	$225.00
BW	08/12/2025	Finalize stipulation readying for service and filing	0.70	$750.00	$525.00
BW	08/12/2025	Review redlines in PAGA agreement	0.50	$750.00	$375.00
BW	08/12/2025	File and serve Stipulation	0.50	$750.00	$375.00
BW	08/14/2025	Receipt and review of redlines from co-counsel;	0.20	$750.00	$150.00
BW	08/14/2025	Review One Legal information re filing of Stipulation for filing FAC; confer with staff re filing of Stipulation; confer with co-counsel re filing of Stipulation	0.50	$750.00	$375.00
BW	08/15/2025	Email with S. Tindall re filing stipulation for filing FAC; confer with staff re filing stipulation for filing FAC	0.50	$750.00	$375.00
YS	08/15/2025	Review status of stipulation to leave to file FAC --	0.20	$250.00	$50.00

		FAC rejected. Email to BW.			
YS	08/18/2025	Review status of stipulation to leave to file FAC -- FAC rejected. Telephone call to court, unable to speak with clerk. Place inquiry via court website.	0.30	$250.00	$75.00
CL	08/18/2025	Email from/to E. Seaman re: status of settlement agreement and final approval of PAGA settlement.	0.30	$750.00	$225.00
BW	08/19/2025	Confer with staff re issues with filing stipulation to file FAC	0.20	$750.00	$150.00
YS	08/19/2025	Review status of stipulation to leave to file FAC -- FAC rejected. Place follow up inquiry via court website.	0.20	$250.00	$50.00
BW	08/20/2025	Further review redlines to PAGA Agreement from co-counsel S. Tindall and opposing counsel; confer with att'y K. Nordrehaug; confer further with S. Tindall	1.10	$750.00	$825.00
BW	08/20/2025	Further review redlines from opposing counsel and co-counsel; confer with co-counsel att'y S. Tindall; confer with att'y S. Puche	0.60	$750.00	$450.00
BW	08/21/2025	Review voicemail from court clerk re filing of stipulation and FAC; confer with staff re refiling	0.30	$750.00	$225.00
YS	08/21/2025	Review voicemail from court clerk re rejected stip for leave to file FAC. Revise proposed order as stand alone document. Refile via Onelegal.	0.50	$250.00	$125.00
ASC	08/21/2025	Review correspondence from JAMS re notice of closing file	0.30	$450.00	$135.00
ASC	08/21/2025	Export FAC to images and put into Word format for filing as attachment to Stip to amend	0.50	$450.00	$225.00
BW	08/22/2025	Review email from JAMS re closing file	0.10	$750.00	$75.00
KN	08/25/2025	Review Def revisions to the draft Agreement; analysis of issues raised by BW; advise BW as to each issue and the revisions	1.00	$950.00	$950.00
BW	08/25/2025	Revise SAS agreement according to notes from K. Nordrehaug; review and analyze notes from K. Nordrehaug	0.50	$750.00	$375.00
YS	08/25/2025	Finalize FAC for service. Prepare POS. File via Onelegal. Email to OPC re FAC. Email to Court Docs for circulation.	0.60	$250.00	$150.00
BW	08/25/2025	Review and analyze correspondence, docket, and orders; Draft and send memorandum to file re current circumstances and strategy for completing settlement agreement and settlement agreement approval	0.20	$750.00	$150.00

BW	08/25/2025	Revise SAS individual agreement according to notes from S. Puche; review and analyze notes from S. Puche	0.30	$750.00	$225.00
BW	08/25/2025	Email with S. Tindall re settlement agreement	0.30	$750.00	$225.00
BW	08/25/2025	Email with N. McCready re settlement agreement	0.30	$750.00	$225.00
BW	09/03/2025	Review information from S. Puche re suggested redlines to individual settlement agreement; made further redlines to individual settlement agreement; conferred with att'y S. Puche re neutral reference language	0.50	$750.00	$375.00
BW	09/03/2025	Email with N. McCready re PAGA settlement agreement	0.30	$750.00	$225.00
BW	09/03/2025	Email with arbitrator re settlement agreement	0.30	$750.00	$225.00
BW	09/05/2025	Email with co-counsel re individual settlement agreements, including new language for Neutral Release paragraph	0.30	$750.00	$225.00
BW	09/05/2025	Attention to factual affirmations in individual settlements; confer with staff re calling clients to verify factual affirmations in individual settlements.	0.30	$750.00	$225.00
YS	09/05/2025	Telephone call to S. Negrete re IA, left voicemail. Sent follow up email to client.	0.30	$250.00	$75.00
YS	09/05/2025	Telephone call to A. Torres re IA, mailbox full. Sent follow up email to client.	0.20	$250.00	$50.00
YS	09/05/2025	Telephone call to C. Rose re IA. Send email to BWW.	0.20	$250.00	$50.00
YS	09/05/2025	Telephone call to E. Seaman re IA. Send email to BWW.	0.20	$250.00	$50.00
YS	09/05/2025	Telephone call to C. Steiner re IA, left voicemail. Sent follow up email to client.	0.30	$250.00	$75.00
YS	09/09/2025	Telephone call to S. Negrete re individual settlement	0.20	$250.00	$50.00
YS	09/09/2025	Telephone call to A. Torres re IA, left voicemail and sent follow up email.	0.20	$250.00	$50.00
BW	09/11/2025	Review redlines from opposing counsel; confer with K. Nordrehaug re last issue concerning SA	0.30	$750.00	$225.00
BW	09/11/2025	Call with client re settlement agreement language	0.20	$750.00	$150.00
BW	09/11/2025	Further draft and revise PAGA only settlement agreement	0.30	$750.00	$225.00
BW	09/11/2025	Further draft and revise individual settlement	0.30	$750.00	$225.00

		agreement			
YS	09/11/2025	Download filed-stamp FAC, update file, upload to the LWDA portal, email to Court Docs for circulation.	0.30	$250.00	$75.00
BW	09/15/2025	Review case file re if hearing date has been secured yet; contact staff re obtaining hearing date and/or call court and find out process for obtaining date	0.10	$750.00	$75.00
BW	09/16/2025	Attention to case file re missing documentation for finalizing settlement, including individual agreement	0.10	$750.00	$75.00
BW	09/17/2025	Spoke and emailed with client Serena Negrete re individual agreement affirmations	0.40	$750.00	$300.00
CL	09/17/2025	Email to/from N. McCready re: meet and confer re: individual settlement agreement	0.30	$750.00	$225.00
BW	09/17/2025	Communicate with co-counsel re settlement agreement	0.10	$750.00	$75.00
CL	09/18/2025	Conference call with N. McCready and S. Tindall re: revisions to Individual Agreement.	0.50	$750.00	$375.00
CL	09/18/2025	Email to N. McCready and S. Tindall re: revisions to Individual Agreement and Long Form Settlement Agreement; Revise Long Form Settlement Agreement.	0.70	$750.00	$525.00
CL	09/18/2025	Email to N. McCready and S. Tindall re: confirmation of Negrete, Torres, Rose, Seaman, Steiner acknowledgment of injuries set forth in Section (c)(2)(b); Discuss with Brooke and Yesenia.	0.40	$750.00	$300.00
CL	09/22/2025	Email from/to G. Dittamar re: status of settlement agreement.	0.20	$750.00	$150.00
BW	09/24/2025	Email with opposing counsel and co-counsel re joint status conference	0.30	$750.00	$225.00
BW	09/24/2025	Draft joint status conference statement	0.70	$750.00	$525.00
YS	09/24/2025	Finalize joint status report for service. Prepare and add POS. File via Onelegal. Email to OPC/ Co-P re report. Email to Court Docs for circulation.	0.60	$250.00	$150.00
CL	09/29/2025	Telephone call from class member Edd McGeehee re class action.	0.30	$750.00	$225.00
CL	10/02/2025	Review and revise revisions to Individual Settlement Agreement; Emails to S. Tindall re: clients termination dates; Telephone call/email to Rose and Torres re: confirmation of dates of	2.30	$750.00	$1,725.00

		employment; Discuss with Nick re: client dates of employment.			
CL	10/03/2025	Email from/to S. Tindall re: meet and confer re: individual settlement agreement.	0.30	$750.00	$225.00
CL	10/06/2025	Draft Notice of Settlement, Exhibit A to the PAGA Settlement Agreement; Email N. McCready re: same.	0.70	$750.00	$525.00
CL	10/06/2025	Email to N. Mcready re: revisions to Gangwar's IA and Plaintiffs IA.	0.40	$750.00	$300.00
CL	10/06/2025	Email from/to S. Tindall re: revisions to Gangwar's IA and Plaintiffs IA; Review and revise same.	0.70	$750.00	$525.00
CL	10/08/2025	Email to/from N. McCready re: meet and confer re: current employees.	0.30	$750.00	$225.00
CL	10/17/2025	Email from/to N. McCready re: meet and confer re: conference call.	0.20	$750.00	$150.00
CL	10/17/2025	Email from S. Tindall re: meet and confer re: conference call.	0.10	$750.00	$75.00
YS	10/21/2025	Telephone call to C. Steiner re current employment. Email to CTL.	0.20	$250.00	$50.00
CL	10/21/2025	Conference call with N. McCready and S. Tindall re: meet and confer re: termination of Gangwar and Individual Settlement Agreement; Emails to/ from N. McCready re: same; Discuss with Kyle re: settlement issues and hold up.	0.50	$750.00	$375.00
CL	10/21/2025	Telephone call with Plaintiff Steiner re: termination in exchange for Individual Settlement Agreement funds.	0.30	$750.00	$225.00
CL	10/21/2025	Telephone call to N. McCready re: Plaintiff Steiner re: termination in exchange for Individual Settlement Agreement funds.	0.30	$750.00	$225.00
CL	10/21/2025	Email to S. Tindall re: Plaintiffs Steiner and Gangwar re: termination in exchange for Individual Settlement Agreement funds.	0.30	$750.00	$225.00
CL	10/21/2025	Email from/to S. Tindall re: long form and individual settlement agreements.	0.20	$750.00	$150.00
CL	10/22/2025	Telephone call with S. Tindall re: revisions to Individual Settlement Agreement; Email to Nick re: same.	0.40	$750.00	$300.00
CL	10/30/2025	Email from C. Steiner re: resignation and settlement; Email to C. Steiner re: same.	0.40	$750.00	$300.00
CL	10/30/2025	Email from/to S. Tisdall re: conference call re individual agreements.	0.20	$750.00	$150.00

CL	10/30/2025	Emails from/to S. Tindall re: meet and confer re: individual agreement of Steiner and Gangwar; Conference call with S. Tindall re: individual agreement and client control.	0.70	$750.00	$525.00
CL	10/30/2025	Conference call with N. McCready and S. Tindall re: individual agreement and status of Gangwar and Steiner; Email to N. McCready re: revisions to individual agreement of all terminated employees,.	0.60	$750.00	$450.00
CL	10/30/2025	Email to N. McCready re: conference call and discussions with Steiner.	0.30	$750.00	$225.00
CL	10/31/2025	Email to C. Steiner re: individual agreement and request for conference call.	0.20	$750.00	$150.00
CL	11/04/2025	Email to C. Steiner re: resignation and settlement; Text message to C. Steiner re: same.	0.30	$750.00	$225.00
CL	11/04/2025	Telephone call to C. Steiner re: W2, resignation and continued conference call; Text message to C. Steiner re: same.	0.40	$750.00	$300.00
CL	11/06/2025	Emails to/from S. Tindall re: consideration for resignation of individual agreement; Telephone call from S. Tindall re Gangwar and Steiner; Conference call with N. McCready re: same.	1.50	$750.00	$1,125.00
CL	11/16/2025	Email to C. Steiner re: individual settlement and reporting of increased demand and acceptance	0.30	$750.00	$225.00
CL	11/16/2025	Review and revise Steiner Individual Settlement Agreement.	0.70	$750.00	$525.00
CL	11/16/2025	Review and revise Gangwar Individual Settlement Agreement.	0.60	$750.00	$450.00
CL	11/16/2025	Revise Negrete Individual Settlement Agreement.	0.60	$750.00	$450.00
CL	11/16/2025	Revise Long Form Settlement Agreement and update settlement figures.	0.50	$750.00	$375.00
CL	11/16/2025	Email to S. Tindall re: Long Form and Individual Settlement Agreements.	0.30	$750.00	$225.00
CL	11/17/2025	Email from/to C. Steiner re: individual settlement allocations and payment timeline schedule.	0.40	$750.00	$300.00
CL	11/17/2025	Email from/to E. Seaman re: individual settlement allocations and payment timeline schedule.	0.30	$750.00	$225.00
CL	11/17/2025	Further email from/to E. Seaman re: settlement checks, service award and fees.	0.30	$750.00	$225.00
BW	11/17/2025	Email with C. LeVu re strategy for fee and costs issues in Settlement Agreement	0.20	$750.00	$150.00

CL	11/18/2025	Draft Seaman Individual Settlement Agreement.	0.60	$750.00	$450.00
CL	11/18/2025	Draft Rose Individual Settlement Agreement.	0.60	$750.00	$450.00
CL	11/18/2025	Revise Negrete Individual Settlement Agreement.	0.50	$750.00	$375.00
CL	11/18/2025	Draft Torres Individual Settlement Agreement.	0.60	$750.00	$450.00
CL	11/18/2025	Revise PAGA Settlement Agreement; Review FAC and stipulation.	0.80	$750.00	$600.00
CL	11/18/2025	Email to N. McCready re PAGA Settlement Agreement, IA and filing of 2AC; Email to S. Tindall re: filing of 2AC; Discuss with Brooke re: same.	0.50	$750.00	$375.00
CL	11/18/2025	Review and revise 2AC; Discuss with Brooke re same.	0.50	$750.00	$375.00
CL	11/18/2025	Email to N. McCready and S. Tindall re: Stipulation for Leave to File 2AC and 2AC clean and redlines.	0.30	$750.00	$225.00
YS	11/19/2025	Finalize joint stip for leave to file SAC for service -- attach and bookmark exhibit. Prepare POS. File via Onelegal. Email to OPC/Co-P re stip. Email to Court Docs for circulation.	0.60	$250.00	$150.00
CL	11/19/2025	Revise and finalize Stipulation for Leave to File SAC; Finalize SAC; Email from/to N. McCready re: revisions to same.	0.60	$750.00	$450.00
CL	11/20/2025	Email from/to C. Steiner re: settlement negotiations; Telephone calls to C. Steiner re: same; Discuss with partners re: same.	0.40	$750.00	$300.00
YS	11/20/2025	Review rejection notice from Onelegal re proposed order for leave to file SAC. Reformat proposed order, refile via Onelegal.	0.30	$250.00	$75.00
CL	11/20/2025	Telephone calls from/to C. Steiner re: settlement terms and resignation; Emails to C. Steiner re same.	0.80	$750.00	$600.00
CL	11/20/2025	Email to N. McCready re: individual agreements for Steiner and Gangwar; Revise individual agreements for Steiner and Gangwar; Discuss with NBB and Steiner re: same.	1.20	$750.00	$900.00
BW	11/24/2025	Email with client S. Negrete re next steps and strategy for settlement agreement	0.20	$750.00	$150.00
CL	11/24/2025	Email and telephone calls from/to C. Steiner re: arbitration agreement as condition of employment; Review and analyze arbitration email.	0.50	$750.00	$375.00
CL	11/24/2025	Email to N. McCready re arbitration agreement to	0.50	$750.00	$375.00

		Steiner and resignation employee individual agreements; Email to S. Tindall re: same; Discuss with partners re same.			
YS	11/24/2025	Finalize SAC for service. Prepare POS. Email to OPC re SAC. Email to Court Docs for circulation.	0.60	$250.00	$150.00
CL	11/24/2025	Receipt and review Order for Leave to file 2AC; Finalize 2AC	0.30	$750.00	$225.00
CL	11/25/2025	Email from/to S. Tindall re: Gangwar and Steiner resignation date and timeline; Emails from N. McCready re: dates of resignation and individual agreements.	0.40	$750.00	$300.00
CL	11/25/2025	Revise Steiner Individual Settlement Agreement.	0.40	$750.00	$300.00
CL	11/25/2025	Finalize Negrete Individual Settlement Agreement.	0.30	$750.00	$225.00
CL	11/25/2025	Finalize Rose Individual Settlement Agreement.	0.30	$750.00	$225.00
CL	11/25/2025	Finalize Torres Individual Settlement Agreement.	0.30	$750.00	$225.00
CL	11/25/2025	Finalize Seaman Individual Settlement Agreement.	0.30	$750.00	$225.00
CL	11/25/2025	Emails to/from N. McCready re: PAGA Settlement Agreement, Class Notice, Rose, Seaman, Torres, Steiner and Negrete Individual Agreements; Email to/from Tindall re: Gangwar Settlement Agreement.	0.30	$750.00	$225.00
CL	11/25/2025	Finalize PAGA Settlement Agreement and Class Notice.	0.30	$750.00	$225.00
CL	11/25/2025	Email from N. McCready re revisions to Class Notice; Review and revise class notice; Discuss with Kyle and S. Tindall re: same.	0.50	$750.00	$375.00
CL	11/25/2025	Finalize Steiner Individual Settlement Agreement; Revise and revise Gangwer Settlement Agreement; Email to S. Tindall and N. McCready re: revisions to Gangwer Individual Settlement Agreement	0.50	$750.00	$375.00
CL	11/25/2025	Email from/to S. Tindall re: Apex for Settlement Administration.	0.20	$750.00	$150.00
YS	11/25/2025	Download conformed copy of SAC, update file, upload to the LWDA portal.	0.30	$250.00	$75.00
CL	12/02/2025	Emails to/from C. Steiner re: status of individual agreement and resignation date.	0.30	$750.00	$225.00
CL	12/02/2025	Email from N. McCready re: termination date of Steiner and settlement agreement execution date; Telephone call to N. McCready re: same; Discuss	0.90	$750.00	$675.00

		with Kyle re: individual agreement and potential 203 issues; Email to C. Steiner confirming last day.			
CL	12/03/2025	Telephone calls and text messages to C. Steiner re: last day of employment and individual settlement agreement; Emails to C. Steiner re signed individual settlement agreement.	0.50	$750.00	$375.00
CL	12/03/2025	Telephone calls and emails from/to N. McCready re: individual settlement agreement of Steiner and revocation period; Revise and finalize individual settlement agreement; Emails from/to N. McCready re: same; Discuss with Kyle re: same.	0.70	$750.00	$525.00
CL	12/04/2025	Receipt and review signed Steiner Settlement Agreement; Telephone calls and text messages to C. Steiner re resignation and settlement agreement; Email to/from N. McCready re: meet and confer re: resignation and final check.	0.30	$750.00	$225.00
CL	12/05/2025	Email to N. McCready re: Steiner's settlement agreement and finalizing of PAGA and remaining individual agreements.	0.30	$750.00	$225.00
CL	12/10/2025	Email to N. McCready re: remaining individual agreements to be finalized and PAGA Agreement and class notice.	0.40	$750.00	$300.00
CL	12/11/2025	Revise and finalize Individual Agreement – Seaman	0.40	$750.00	$300.00
CL	12/11/2025	Revise and finalize Individual Agreement – Rose	0.30	$750.00	$225.00
CL	12/11/2025	Revise and finalize Individual Agreement – Negrete	0.30	$750.00	$225.00
CL	12/11/2025	Revise and finalize Individual Agreement – Torres	0.30	$750.00	$225.00
CL	12/11/2025	Revise and finalize PAGA Settlement Agreement with Exhibit A.	0.80	$750.00	$600.00
CL	12/11/2025	Emails to/from N. McCready re status of finalizing settlement agreements.	0.30	$750.00	$225.00
NDB	12/11/2025	Review court docket and case file. Review and analyze settlement agreement terms for conformity with MOU terms. Send agreement to Plaintiffs. Follow up for signatures and to explain terms and process of payout.	1.30	$850.00	$1,105.00
CL	12/12/2025	Email from C. Steiner re inquires re PAGA Settlement Agreement.	0.30	$750.00	$225.00
CL	12/12/2025	Email from E. Seaman re: Settlement Agreement - Signature Needed	0.30	$750.00	$225.00
CL	12/16/2025	Text messages and emails from/to C. Steiner	0.50	$750.00	$375.00

		requesting loan advance and meet and confer re: retainer agreement regarding loans; Discuss with Nick re: same.			
CL	12/16/2025	Email to N. McCready re status of Steiner's Individual Settlement checks.	0.30	$750.00	$225.00
CL	12/17/2025	Multiple text messages from/to C. Steiner re: received settlement check; Discuss with Chrystal re: same.	0.30	$750.00	$225.00
CL	12/17/2025	Email to/from N. Woods re: additional settlement checks related to Steiner Individual settlement; Discuss with Chrystal re same.	0.30	$750.00	$225.00
YS	12/17/2025	Email to Knox re payment to court re outstanding balance ($20)	0.20	$250.00	$50.00
CL	12/19/2025	Email to S. Tindall re: meet and confer re: settlement fees check.	0.30	$750.00	$225.00
CL	12/19/2025	Telephone call to to A. Torres re request for W4.	0.20	$750.00	$150.00
CL	12/19/2025	Telephone call to S. Negrete re: individual settlement agreement; Email to Gavin at Apex requesting skip trace.	0.30	$750.00	$225.00
CL	12/22/2025	Email to/from N. McCready re: outstanding settlement agreements.	0.30	$750.00	$225.00
CL	12/22/2025	Lexis Nexis regarding public records of Plaintiff Negrete.	0.30	$750.00	$225.00
CL	12/23/2025	Receipt and review Answer to Second Amended Complaint.	0.30	$750.00	$225.00
CL	12/23/2025	Emails from S. Negrete re: long form settlement agreement and tax forms.	0.30	$750.00	$225.00
CL	12/23/2025	Receipt and review Defendant Answer to SAC	0.30	$750.00	$225.00
CL	12/23/2025	Email to N. Wood re: Negrete Individual Agreement; PAGA Agreement and BNBD, Negrete and Torres tax documents.	0.60	$750.00	$450.00
CL	12/23/2025	Email from N. McCready re remaining settlement agreements.	0.20	$750.00	$150.00
BW	12/29/2025	Review and respond to email from client S. Negrete, including reviewing all previous correspondence and PAGA and individual settlement agreements	0.60	$750.00	$450.00
CL	12/30/2025	Email from W. Tidwell re signed Gangwer Long Form Settlement Agreement.	0.30	$750.00	$225.00
CL	12/30/2025	Email from N. McCready re: status of signed Long Form Settlement Agreement.	0.30	$750.00	$225.00

CL	12/30/2025	Email from/to E. Seaman re status of settlement and outline of attorneys' fees.	0.30	$750.00	$225.00
BW	01/02/2026	Email with client Negrete re payment information	0.30	$750.00	$225.00
CL	01/05/2026	Emails to N. McCready re: update for status of signatures for settlement agreements.	0.30	$750.00	$225.00
CL	01/05/2026	Email from/to S. Tindall re: update for status of signatures for settlement agreements for Gangwer.	0.20	$750.00	$150.00
CL	01/07/2026	Receipt and review signed Torres Individual Agreement and Negrete Individual Agreement; Email from N. McCready re: same.	0.40	$750.00	$300.00
CL	01/07/2026	Receipt and review signed Torres Individual Agreement and Negrete Individual Agreement; Email from N. McCready re: same.	0.40	$750.00	$300.00
CL	01/07/2026	Email to N. McCready re: BNBD signature on the PAGA Agreement and missing Gibbs Mura; Discuss Motion for PAGA Settlement Approval.	0.30	$750.00	$225.00
CL	01/07/2026	Receipt and review signed PAGA Agreement from defendant; Email from N. McCready re: motion for PAGA Approval.	0.40	$750.00	$300.00
BW	01/08/2026	Email with att'y K. Nordrehaug re ruling from Hon. McCormick on PAGA Approval motion; review order re same	0.60	$750.00	$450.00
BW	01/08/2026	Email staff re client's needs for settlement checks	0.10	$750.00	$75.00
CL	01/11/2026	Emails from/to E. Seaman re: paga settlement payments and breakdown.	0.40	$750.00	$300.00
CL	01/12/2026	Emails to/from E. Seaman re checks received from settlement; Discuss with Chrystal re same.	0.50	$750.00	$375.00
CL	01/12/2026	Email to/from S. Tindall re address related to settlement checks.	0.20	$750.00	$150.00
BW	01/19/2026	Review and analyze billing statement re drafting motion to approve PAGA settlement	0.10	$750.00	$75.00
BW	01/19/2026	Email staff re all billing statements re drafting motion to approve PAGA settlement; email with attorneys and staff re compile all billing re drafting motion to approve PAGA settlement	0.20	$750.00	$150.00
BW	01/21/2026	Review declarations for PAGA Approval Motion	0.10	$750.00	$75.00
CL	01/22/2026	Email from/to S. Tindall re: deadline to file Motion for PAGA Approval; Discuss with Team re deadline.	0.30	$750.00	$225.00
CL	01/22/2026	Review and analyze docket regarding Minute	0.40	$750.00	$300.00

		Order 9/25/25; Discuss with Team re deadline to file PAGA approval motion; Telephone calls from N. McCready re: hearing and deadline to file PAGA approval motion			
CL	01/22/2026	Draft Joint CMS; Email to/from N. McCready re: redlines to same; Finalize Joint CMS.	0.70	$750.00	$525.00
CL	01/23/2026	Order continuing cmc and prelim filing deadline.	0.30	$750.00	$225.00
CL	01/23/2026	Receipt and review docket and order continuing cmc and prelim filing deadline; Discuss with Yesenia and Brooke re: same.	0.50	$750.00	$375.00
CL	01/23/2026	Email from/to N. McCready re: timeline re motion for PAGA Approval.	0.30	$750.00	$225.00
CL	01/23/2026	Email from/to S. Tindall and W. Tidwell re: timeline re motion for PAGA Approval and order re deadline to move for final approval.	0.40	$750.00	$300.00
YS	01/23/2026	Review status of case, Confirm 1/29 Status Conference on calendar, continued to 4/2, confirm new date on calendar	0.30	$250.00	$75.00
BW	01/23/2026	Review and analyze order re preliminary filing deadline; confer with att'y C. LeVu re same	0.40	$750.00	$300.00
BW	01/23/2026	Drafting Motion for PAGA Approval	0.50	$750.00	$375.00
BW	01/23/2026	Email with co-counsel re declaration for Motion for PAGA Approval	0.30	$750.00	$225.00
CL	01/26/2026	Email from S. Negrete re settlement check verification.	0.30	$750.00	$225.00
CL	01/27/2026	Telephone call from N. McCready re: increasing scope of PAGA claims by 19 days; Email to N. McCready re: trigger of escalator clause.	0.40	$750.00	$300.00
CL	01/27/2026	Email to/from S. Tindall re defendant's request to increase scope of PAGA claims by 19 days; Discuss with AJ and Kyle re: same.	0.40	$750.00	$300.00
CL	01/29/2026	Email from/to N. McCready re: meet and confer re: proposed amended PAGA period and settlement; Discuss with AJ re: same.	0.40	$750.00	$300.00
CL	01/30/2026	Email from/to S. Tindall re: amended settlement and newly filed action.	0.30	$750.00	$225.00
BW	02/02/2026	Review correspondence and orders re: upcoming approval motion; prepare for meeting/draft memorandum for meeting with att'y S. Blumenthal re upcoming approval motion	0.20	$750.00	$150.00
CL	02/10/2026	Email to N. McCready re: amended settlement proposal.	0.30	$750.00	$225.00

CL	02/11/2026	Multiple emails from/to S. Tindall regarding amended settlement figures with amended PAGA Period; revise excel spreadsheet to determine settlement figures; Discuss bid with Kyle.	1.70	$750.00	$1,275.00
CL	02/11/2026	Multiple telephone calls with N. McCready re: settlement and amended settlement figures with amended PAGA Period; Multiple emails from/to N. McCready re: settlement and amended settlement figures confirmation and terms and request for update AE count and escalator clause.	1.30	$750.00	$975.00
CL	02/12/2026	Multiple emails to/from S. Tindall re: updated and amended settlement figures and changes to Long Form Settlement Agreement; Discuss with Kyle re same.	1.30	$750.00	$975.00
CL	02/12/2026	Emails to/from N. McCready re mutual agreeable admin and selection of Apex.	0.20	$750.00	$150.00
KN	02/18/2026	Review revised settlement agreement; respond to CL email	1.00	$950.00	$950.00
CL	02/18/2026	Email from/to N. McCready re: Amended PAGA Agreement and updated figures for settlement; Draft Amended PAGA Agreement; Discuss with Kyle re same.	2.30	$750.00	$1,725.00
CL	02/19/2026	Multiple telephone calls from N. McCready re Amended PAGA Settlement Agreement; Email to N. McCready re: additional terms regarding superseding the old PAGA agreement.	0.40	$750.00	$300.00
CL	02/23/2026	Email from/to E. Seaman re meet and confer regarding timeline of settlement checks.	0.30	$750.00	$225.00
CL	02/26/2026	Email from N. McCready re: revisions to Amended PAGA Agreement; Revise amended PAGA Agreement; Email to S. Tindall re: additional redlines; Email to N. McCready re: LC 216.	0.60	$750.00	$450.00
CL	02/27/2026	Telephone all and emails from N. McCready re meet and confer re: LC 216 and revisions to the Amended Complaint; Email from Tindall re: same	0.50	$750.00	$375.00
CL	03/02/2026	Draft Third Amended Complaint; Draft Stipulation for Leave to File TAC; Revise Amended PAGA Settlement Agreement; Emails from/to N. McGready re: same.	1.30	$750.00	$975.00
CL	03/03/2026	Email from N. McCready re: Third Amended Complaint and Stipulation; Email from S. Tindall re: revisions to Third Amended Complaint; Revise Third Amended Complaint.	0.70	$750.00	$525.00
CL	03/03/2026	Email from N. McCready re: Amended PAGA Settlement; Review and revise Amended PAGA	0.60	$750.00	$450.00

		Settlement; Email to S. Tindall re: finalizing same.			
YS	03/04/2026	Finalize Stip to file TAC and proposed order for service. Prepare and add exhibit to stip. Prepare POS. File via Onelegal. Email to OPC re stip. Email to Court Docs for circulation.	0.60	$250.00	$150.00
CL	03/04/2026	Email from/to E. Seaman re: Amended PAGA Agreement; Discuss with Nick re Seamans complaints.	0.20	$750.00	$150.00
CL	03/04/2026	Finalize Stipulation for Leave to File TAC and TAC; Finalize Amended PAGA Settlement; Email from/to N. McCready re: authority to circulate for signature; Email from/to S. Tindall re: authority to circulate for signature	0.70	$750.00	$525.00
KN	03/06/2026	Review billing; memo to staff regarding corrections to make	0.30	$950.00	$285.00
YS	03/09/2026	Finalize TAC for service. Prepare POS. File via Onelegal. Email to OPC/Co-P re stip. Email to Court Docs for circulation.	0.60	$250.00	$150.00
CL	03/09/2026	Receipt and review Court's Order Granting Third Amended Complaint.	0.20	$750.00	$150.00
CL	03/10/2026	Email from/to S. Tindall re: client and firm declaration in support of motion for PAGA Approval.	0.30	$750.00	$225.00
CL	03/11/2026	Email from W. Tidell re client declaration and firm expenses declaration; review draft of same.	0.40	$750.00	$300.00
CL	03/12/2026	Text message to C. Steiner re: Amended PAGA settlement agreement.	0.20	$750.00	$150.00
CL	03/12/2026	Email from/to N. McCready re follow up on Amended PAGA settlement agreement.	0.20	$750.00	$150.00
CL	03/13/2026	Telephone call and email to C. Steiner requesting signature on Amended PAGA Settlement Agreement.	0.20	$750.00	$150.00
ASC	03/13/2026	Review file, MPA, MOU, prepare declaration iso MPA for Plaintiff Seaman and send out for review and signature	1.00	$450.00	$450.00
ASC	03/13/2026	Review file, MPA, MOU, prepare declaration iso MPA for Plaintiff Torres and send out for review and signature	0.80	$450.00	$360.00
ASC	03/13/2026	Review file, MPA, MOU, prepare declaration iso MPA for Plaintiff Negrete and send out for review and signature	0.80	$450.00	$360.00
ASC	03/13/2026	Review file, MPA, MOU, prepare declaration iso MPA for Plaintiff Steiner and send out for review	0.80	$450.00	$360.00

		and signature			
ASC	03/13/2026	Review file, MPA, MOU, prepare declaration iso MPA for Plaintiff Rose and send out for review and signature	0.80	$450.00	$360.00
BW	03/16/2026	Confer with att'y C. LeVu re drafting PAGA Settlement Approval motion; begin drafting said Memorandum of Points and Authorities re PAGA Settlement Approval	0.30	$750.00	$225.00
CL	03/16/2026	Telephone call and email to C. Steiner re Amended PAGA Settlement Agreement.	0.20	$750.00	$150.00
BW	03/16/2026	Drafting said Memorandum of Points and Authorities re PAGA Settlement Approval, including review of amended complaint and correspondence re gross settlement amount adjustments re drafting of same	0.70	$750.00	$525.00
BW	03/16/2026	Email N. McCready re signed amended settlement agreement	0.30	$750.00	$225.00
ASC	03/16/2026	Follow up with Plaintiff Steiner re signature of decl iso MPA	0.20	$450.00	$90.00
ASC	03/16/2026	Confirm receipt of declarations iso MPA from Torres, Seaman, Rose and Negrete	0.40	$450.00	$180.00
CL	03/17/2026	Email from S. Tindall re: ETA for Motion for PAGA Settlement.	0.30	$750.00	$225.00
BW	03/17/2026	Further draft and revise Motion for PAGA Approval, including review all documentation and submitted information	2.50	$750.00	$1,875.00
ASC	03/17/2026	Follow up with C. Steiner re decl iso MPA	0.20	$450.00	$90.00
BW	03/18/2026	Further drafting and finalizing of first draft of Motion for PAGA Settlement Approval	2.20	$750.00	$1,650.00
ASC	03/18/2026	Follow up with Steiner re MPA decl; update file with new address	0.30	$450.00	$135.00
ASC	03/18/2026	Respond to Plaintiff Seaman re decl iso MPA	0.20	$450.00	$90.00
BW	03/18/2026	Review billing; confer with att'ys N. De Blouw and K. Nordrehaug re billing gaps	0.50	$750.00	$375.00
BW	03/18/2026	Email with settlement administrator re declaration "not to exceed" bid amount; review declaration for filing	0.50	$750.00	$375.00
BW	03/18/2026	Email with co-counsel re draft of motion for PAGA approval	0.20	$750.00	$150.00
CL	03/19/2026	Call and text message to C. Steiner re: amended PAGA Settlement Agreement.	0.30	$750.00	$225.00

ASC	03/19/2026	Respond to email from Plaintiff re declaraion iso MPA	0.20	$450.00	$90.00
BW	03/19/2026	Finalize draft of Motion for PAGA Settlement Approval; email to opposing counsel and co-counsel	1.00	$750.00	$750.00
BW	03/20/2026	Review redlines to Motion for PAGA Approval; Further drafting motion and declaration re same	1.40	$750.00	$1,050.00
KN	03/20/2026	Review motion issues from BW; advise BW; research issues regarding presentation of lodestar with OC Court; send BW prior order and provide instructions.	0.75	$950.00	$712.50
BW	03/20/2026	Email with co-counsel re co-counsel's redlines to Motion for PAGA Approval, including but not limited to including billing statements	0.50	$750.00	$375.00
BW	03/20/2026	Email with K. Nordrehaug re co-counsel's redlines to Motion for PAGA Approval, including but not limited to including billing statements	0.50	$750.00	$375.00
BW	03/20/2026	Email, call, and text with client C. Steiner re her review of settlement agreement	0.50	$750.00	$375.00
CL	03/23/2026	Emails from/to S. Tindall re detailed billing and motion for PAGA approval.	0.30	$750.00	$225.00
BW	03/23/2026	Email with opposing counsel and co-counsel re draft of Motion for PAGA Approval for review	0.30	$750.00	$225.00
BW	03/25/2026	Draft Proposed Order	0.50	$750.00	$375.00
BW	03/25/2026	Email with att'y K. Nordrehaug	0.30	$750.00	$225.00
BW	03/25/2026	Email with opposing counsel re proposed order	0.30	$750.00	$225.00
BW	03/25/2026	Email with co-counsel re settlement agreement	0.30	$750.00	$225.00
BW	03/25/2026	Review and analyze billing	0.30	$750.00	$225.00
BW	03/26/2026	Revise and finalize declaration re Motion for PAGA Approval	1.00	$750.00	$750.00
YS	03/26/2026	Reserve hearing date for Motion for PAGA approval via court docket. Email to BWW.	0.30	$250.00	$75.00
BW	03/26/2026	Finalize Motion for PAGA Approval, declaration, and co-counsel information; contact and submit motion to LWDA; contact and submit settlement agreement to LWDA	1.00	$750.00	$750.00
BW	03/26/2026	Email with client re signature for CMC statement	0.30	$750.00	$225.00
BW	03/26/2026	Research and analyze list of potential next of kin for client; call each next of kin; confer with C. LeVu re strategy and next of kin	0.60	$750.00	$450.00

BW	03/26/2026	Email with co-counsel re declaration and final numbers	0.30	$750.00	$225.00
BW	03/27/2026	Email with Apex re skip trace for Cassandra Steiner	0.30	$750.00	$225.00
BW	03/27/2026	Email with N. De Blouw re strategy for contacting Cassandra Steiner and resultant idea of skip trace for Cassandra Steiner	0.30	$750.00	$225.00
BW	03/27/2026	Review skip trace results for Cassandra Steiner	0.10	$750.00	$75.00
BW	04/01/2026	Review and analyze minute order re vacating hearing	0.10	$750.00	$75.00
CL	04/01/2026	Receipt and review Order Vacating Status Conference.	0.30	$750.00	$225.00
BW	04/06/2026	Review docket and order re continued CMC	0.30	$750.00	$225.00
BW	04/06/2026	Email with co-counsel re continued CMC	0.30	$750.00	$225.00
BW	04/06/2026	Email, text, and call with client Steiner re settlement agreement	0.80	$750.00	$600.00
ASC	04/07/2026	Review and respond to email from C. Steiner re amended settlement agreement, escalator clause, timeline	0.40	$450.00	$180.00
BW	04/07/2026	Email with co-counsel re signature of C. Steiner to settlement agreement	0.30	$750.00	$225.00
CL	04/08/2026	Email from/to D. Tate re: 2nd mediation and meal period rounding; Telephone call with D. Tate re: same.	0.40	$750.00	$300.00
BW	04/09/2026	Email with client re answering questions and discussing settlement agreement	0.30	$750.00	$225.00
BW	04/09/2026	Review emails from K. Nordrehaug re strategy to amend Motion with fully executed agreement; draft and finalize errata re fully executed settlement agreement, including compiling fully executed settlement agreement	1.00	$750.00	$750.00
YS	04/09/2026	Finalize notice of errata for service. Prepare POS. File via Onelegal. Email to OPC re notice. Email to Court Docs for circulation.	0.60	$250.00	$150.00
CL	04/10/2026	Receipt and review Defendant Answer to TAC	0.30	$750.00	$225.00
CL	04/14/2026	Email from/to J. Rodriguez re: status of settlement and arbitration hold; Email from N. McCready re: same.	0.40	$750.00	$300.00
CL	05/01/2026	Email from N. McCready re status of final approval and hold of arbitration.	0.30	$750.00	$225.00

ASC	05/18/2026	Review and respond to email from Plaintiff re settlement agreement and approval motion	0.30	$450.00	$135.00
CL	06/08/2026	Email to A. Torrest re: Final Approval of Settlement Status.	0.30	$750.00	$225.00
CL	06/16/2026	Emails from S. Tindall re: Final Approval hearing.	0.30	$750.00	$225.00
CL	06/16/2026	Email from W. Tidwell requesting remote appearance dial in.	0.30	$750.00	$225.00
CL	06/16/2026	Email from/to E. Seaman re: request to speak with NIck and zoom call.	0.30	$750.00	$225.00
CL	06/18/2026	Email to S. Tindall re: motion to lodge under seal the individual settlement agreements of plaintiffs.	0.50	$750.00	$375.00
CL	06/18/2026	Attend hearing on Motion for PAGA Approval; Draft Notice of hearing.	1.60	$750.00	$1,200.00
CL	06/18/2026	Review and analyze Tentative Ruling on Motion for PAGA Approval in preparation for hearing; Discuss with Kyle re same; Email from S. Tindall re: same	1.60	$750.00	$1,200.00
CL	06/18/2026	Email from N. McCready re: appearance at Motion for PAGA Settlement.	0.30	$750.00	$225.00
YS	06/18/2026	Prepare shell for notice of tentative ruling re motion for PAGA approval.	0.40	$250.00	$100.00
YS	06/18/2026	Finalize notice of tentative ruling re motion for PAGA approval for service. Prepare POS. Email to OPC/Co-P re notice.	0.30	$250.00	$75.00
CL	06/19/2026	Review and analyze Tentative Ruling on Motion for PAGA Approval; Draft Notice of Ruling.	0.70	$750.00	$525.00
CL	06/25/2026	Email from W. Tidwell re meet and confer re: Supplemental briefing on Motion for PAGA Approval.	0.30	$750.00	$225.00
CL	07/06/2026	Discuss with Kyle re Supplemental Briefing and Amendment to Settlement Agreement.	0.40	$750.00	$300.00
ASC	07/13/2026	Review and respond to email from A. Torres re request for status update	0.40	$450.00	$180.00
ASC	07/21/2026	Review and respond to email from Plaintiff Seaman	0.30	$450.00	$135.00
CL	08/24/2026	Email from W. Tidwell re: requested documents and supplemental briefing.	0.40	$750.00	$300.00
YS	08/25/2026	Prepare POS for tentative ruling re motion for PAGA approval. Upload tentative/POS to LWDA portal. File POS via Onelegal.	0.50	$250.00	$125.00

CL	09/02/2026	Review and analyze Order re Suppl Briefing re PAGA Approval; Email to S. Hartranft requesting additional admin declaration.	0.60	$750.00	$450.00
CL	09/02/2026	Draft Suppl Briefing re PAGA Approval.	0.80	$750.00	$600.00
			Quantity Subtotal		**440.12**
			Services Subtotal		**$301,711.50**

Expenses

Type	Date	Notes	Quantity	Rate	Total
Expense	07/08/2022	PAGA Filing Fee	1.00	$75.00	$75.00
Expense	10/17/2022	Court/OneLegal Fees	1.00	$1,492.52	$1,492.52
Expense	11/17/2022	Court fees/OneLegal Fees	1.00	$1,492.52	$1,492.52
Expense	11/22/2022	Court fees/OneLegal Fees	1.00	$15.19	$15.19
Expense	11/22/2022	Court fees/OneLegal Fees	1.00	$15.19	$15.19
Expense	11/23/2022	Court Fee/OneLegal Fee	1.00	$41.44	$41.44
Expense	11/23/2022	Court Fee/OneLegal Fee	1.00	$41.44	$41.44
Expense	11/30/2022	KNOX filing and messenger service	1.00	$119.75	$119.75
Expense	11/30/2022	KNOX filing and messenger service	1.00	$60.75	$60.75
Expense	12/31/2022	KNOX filing and messenger service	1.00	$119.75	$119.75
Expense	12/31/2022	KNOX filing and messenger service	1.00	$60.75	$60.75
Expense	02/06/2023	One Legal - Request for Dismissal.	1.00	$15.65	$15.65
Expense	02/06/2023	One Legal - Declaration to Request for Dismissal.	1.00	$15.65	$15.65
Expense	03/10/2023	One Legal - Case Management Statement	1.00	$13.33	$13.33
Expense	06/14/2023	OneLegal filing fee.	1.00	$15.65	$15.65
Expense	08/11/2023	One Legal filing fee	1.00	$15.65	$15.65
Expense	08/17/2023	OneLegal filing fee	1.00	$15.65	$15.65
Expense	12/15/2023	Respondents Transcript Fee.	1.00	$118.50	$118.50
Expense	12/15/2023	Filing fee - appeal - Respondent Brief	1.00	$412.20	$412.20
Expense	01/18/2024	Filing fee - appeal - Truefiling charge	1.00	$10.50	$10.50
Expense	02/16/2024	Onelegal filing	1.00	$17.71	$17.71
Expense	04/03/2024	Filing fee - appeal - Truefiling charge	1.00	$10.50	$10.50

Expense	04/11/2024	Filing fee - appeal - Truefiling charge	1.00	$10.50	$10.50
Expense	06/20/2024	One Legal - Joint Status Report	1.00	$17.71	$17.71
Expense	10/31/2024	One legal filing charge	1.00	$17.76	$17.76
Expense	12/16/2024	Document retrieval fee	1.00	$10.20	$10.20
Expense	12/16/2024	Document retrieval fee	1.00	$15.40	$15.40
Expense	12/20/2024	KNOX Filing and Messenger Service	1.00	$137.50	$137.50
Expense	01/29/2025	Mediation Fees - Ortman	1.00	$7,500.00	$7,500.00
Expense	02/05/2025	Onelegal filing fee	1.00	$19.82	$19.82
Expense	02/10/2025	Document retrieval fee	1.00	$9.50	$9.50
Expense	02/14/2025	Document retrieval fee	1.00	$7.50	$7.50
Expense	03/06/2025	Expert Fees - Berger Consulting	1.00	$10,270.00	$10,270.00
Expense	11/19/2025	Onelegal Filing Fee	1.00	$19.82	$19.82
Expense	11/21/2025	Onelegal Filing Fee	1.00	$19.82	$19.82
Expense	11/25/2025	Onelegal Filing Fee	1.00	$19.82	$19.82
Expense	12/04/2025	Onelegal Filing Fee	1.00	$19.82	$19.82
Expense	12/04/2025	Onelegal filing fee	1.00	$20.64	$20.64
Expense	12/09/2025	Filing Fee	1.00	$20.00	$20.00
Expense	12/18/2025	KNOX Filing and Messenger Service	1.00	$114.50	$114.50
Expense	03/01/2026	LexisNexis	1.00	$58.37	$58.37
				Expenses Subtotal	**$22,503.97**

Time Keeper	Quantity	Rate	Total
AJ Bhowmik	25.0	$895.00	$22,375.00
Scott Blumenthal	21.2	$450.00	$9,540.00
Nicholas De Blouw	33.4	$850.00	$28,390.00
Ricardo Ehmann	19.6	$675.00	$13,230.00
Jeffrey Herman	1.6	$750.00	$1,200.00
Randy Hy	29.3	$675.00	$19,777.50
Christine LeVu	104.5	$750.00	$78,375.00
Kyle Nordrehaug	40.5	$950.00	$38,475.00

Victoria Rivapalacio	1.9	$750.00	$1,425.00
Andrew Ronan	15.3	$550.00	$8,415.00
Adolfo Sanchez Contreras	47.52	$450.00	$21,384.00
Adolfo Sanchez Contreras	9.5	$250.00	$2,375.00
Brooke Waldrop	68.1	$750.00	$51,075.00
Yesenia Silva	22.7	$250.00	$5,675.00
		Quantity Total	**440.12**
		Subtotal	**$324,215.47**
		Total	**$324,215.47**

Detailed Statement of Account

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
1	10/04/2026	$324,215.47	$0.00	$324,215.47
			Outstanding Balance	**$324,215.47**
			Total Amount Outstanding	**$324,215.47**

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

Please pay within 30 days.

Blumenthal Nordrehaug Bhowmik DeBlouw LLP

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

INVOICE

Invoice # 2
Date: 09/04/2026
Due On: 10/04/2026

Audrey R Torres
4744 E Garrett
Fresno, CA 93725

CA2613.005

SAS Retail Services - Audrey Torres/Arbitration

Services

Attorney	Date	Notes	Quantity	Rate	Total
CL	04/07/2025	Email from G. Dittmar re: notice of intent, letter re minimum standards and consumer arbitration notice.	0.40	$750.00	$300.00
ASC	04/07/2025	Review correspondence from JAMS re payment, notice of intent and minimum standards	0.50	$450.00	$225.00
CL	04/15/2025	Receipt and review Notice of Commencement and Strike and Rank List.	0.30	$750.00	$225.00
CL	04/16/2025	Draft Claimant's Strike and Rank List; Review and analyze proposed arbitrator's files and fee schedules; Email to G. Dittmar re: Claimant's Strike and Rank List.	0.70	$750.00	$525.00
ASC	04/16/2025	Review correspondence from JAMS re strike list for Torres arb	0.30	$450.00	$135.00
ASC	04/16/2025	Review respondent's answer to demand for arbitration	0.30	$450.00	$135.00
CL	04/22/2025	Email from/to G. Dittmar re: extension to respond to strike list; Email from N. McCreedy re: same.	0.30	$750.00	$225.00
ASC	04/22/2025	Review correspondence from JAMS re reminder of strike response due	0.30	$450.00	$135.00
YS	05/09/2025	Review JAMS portal re status of 4/7 invoice --	0.20	$250.00	$50.00

		invoice paid.			
CL	07/28/2025	Email from N. McCready re: status of settlement.	0.10	$750.00	$75.00
CL	07/30/2025	Email from G. Dittmar re: status of settlement.	0.10	$750.00	$75.00
CL	11/18/2025	Email to/from J. Rodriguez re: status of settlement and abeyance fee.	0.30	$750.00	$225.00
CL	02/10/2026	Email from/to J. Rodriguez requesting status of settlement and request to keep arbitration open.	0.30	$750.00	$225.00
JGH	07/09/2026	review file communicate with client	0.50	$750.00	$375.00
				Quantity Subtotal	**4.6**
				Services Subtotal	**$2,930.00**

Expenses

Type	Date	Notes	Quantity	Rate	Total
Expense	03/31/2025	Arb Filing Fee/JAMS	1.00	$411.96	$411.96
				Expenses Subtotal	**$411.96**

Time Keeper	Quantity	Rate	Total
Justin Hewgill	0.5	$750.00	$375.00
Christine LeVu	2.5	$750.00	$1,875.00
Adolfo Sanchez Contreras	1.4	$450.00	$630.00
Yesenia Silva	0.2	$250.00	$50.00
		Quantity Total	**4.6**
		Subtotal	**$3,341.96**
		Total	**$3,341.96**

Detailed Statement of Account

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
2	10/04/2026	$3,341.96	$0.00	$3,341.96

Outstanding Balance	**$3,341.96**
Total Amount Outstanding	**$3,341.96**

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

Please pay within 30 days.

Blumenthal Nordrehaug Bhowmik DeBlouw LLP

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

INVOICE

Invoice # 1
Date: 09/04/2026
Due On: 10/04/2026

Serena Negrete
1002 Superior Ave
Modesto, CA 95351

CA2613.004

SAS Retail Services - Serena Negrete/Arbitration

Services

Attorney	Date	Notes	Quantity	Rate	Total
CL	04/08/2025	Email from JAMS re retainer agreement and deadline for Defendant; track for purposes of 1281 motion.	0.30	$750.00	$225.00
CL	04/08/2025	Letter from G. Dittmar re payments to Jams.	0.20	$750.00	$150.00
ASC	04/08/2025	Review correspondence fromJAMS re payment, notice of intent and minimum standards	0.50	$450.00	$225.00
ASC	04/08/2025	Review correspondence from JAMS re strike list	0.30	$450.00	$135.00
CL	04/15/2025	Receipt and review Notice of Commencement and Strike and Rank List.	0.30	$750.00	$225.00
CL	04/15/2025	Email to G. Dittmar re: Claimant's Strike and Rank List.	0.60	$750.00	$450.00
ASC	04/16/2025	Review correspondence from JAMS re strike list for Negrete arb	0.30	$450.00	$135.00
ASC	04/16/2025	Review respondent's answer to demand for arbitration	0.30	$450.00	$135.00
CL	04/22/2025	Email from/to G. Dittmar re: extension to respond to strike list; Email from N. McCreedy re: same.	0.30	$750.00	$225.00
YS	05/09/2025	Review JAMS portal re status of 4/8 invoice -- invoice paid.	0.20	$250.00	$50.00

CL	06/24/2025	Email from/to G. Dittmar re: meet and confer re: long form settlement agreement.	0.30	$750.00	$225.00
CL	10/01/2025	Email to/from J. Rodriguez re: status of case and settlement.	0.30	$750.00	$225.00
CL	01/22/2026	Email from/to J. Rodriguez re: keeping matter in abeyance until PAGA approval is granted.	0.30	$750.00	$225.00
				Quantity Subtotal	**4.2**
				Services Subtotal	**$2,630.00**

Expenses

Type	Date	Notes	Quantity	Rate	Total
Expense	03/31/2025	Arb Filing Fee/JAMS	1.00	$411.96	$411.96
				Expenses Subtotal	**$411.96**

Time Keeper	Quantity	Rate	Total
Christine LeVu	2.6	$750.00	$1,950.00
Adolfo Sanchez Contreras	1.4	$450.00	$630.00
Yesenia Silva	0.2	$250.00	$50.00
		Quantity Total	**4.2**
		Subtotal	**$3,041.96**
		Total	**$3,041.96**

Detailed Statement of Account

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
1	10/04/2026	$3,041.96	$0.00	$3,041.96
			Outstanding Balance	**$3,041.96**
			Total Amount Outstanding	**$3,041.96**

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

Please pay within 30 days.

Blumenthal Nordrehaug Bhowmik DeBlouw LLP

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

INVOICE

Invoice # 1
Date: 09/04/2026
Due On: 10/04/2026

Epiphany Seaman
442 Cabin Creek Drive (updated 8/11/25)
Denton, NC 27239

CA2613.002

SAS Retail Services - Epiphany Seaman/Arbitration

Services

Attorney	Date	Notes	Quantity	Rate	Total
RE	03/05/2025	Draft & finalize Arb demand re Epiphany Seaman & instruct TG to file/serve	1.25	$675.00	$843.75
CL	03/19/2025	Receipt and review Respondent's Answer to Demand for Arbitration.	0.30	$750.00	$225.00
CL	04/07/2025	Receipt and review Strike/Rank List, Email from J. Truex re: same.	0.30	$750.00	$225.00
CL	04/17/2025	Email from J. Truex re: strike and rank list.	0.20	$750.00	$150.00
CL	04/17/2025	Email to N. McGready re: extension of strike and rank list by 30 days.	0.20	$750.00	$150.00
CL	05/16/2025	Prepare and draft Claimant's Strike and Rank List; Review and analyze JAMS biographies of proposed arbitrators.	0.60	$750.00	$450.00
CL	05/19/2025	Email from J. Truex confirming strike and rank list.	0.10	$750.00	$75.00
CL	05/23/2025	Email from J. Truex re: signed MOU.	0.20	$750.00	$150.00
ASC	08/08/2025	Review correspondence from JAMS re supplemental disclosures	0.30	$450.00	$135.00
CL	08/22/2025	Email from J. Lucas re: status of settlement.	0.30	$750.00	$225.00
			Quantity Subtotal		**3.75**

Services Subtotal	**$2,628.75**

Expenses

Type	Date	Notes	Quantity	Rate	Total
Expense	03/05/2025	JAMS Arb Demand Filing Fee	1.00	$411.96	$411.96
			Expenses Subtotal		**$411.96**

Time Keeper	Quantity	Rate	Total
Ricardo Ehmann	1.25	$675.00	$843.75
Christine LeVu	2.2	$750.00	$1,650.00
Adolfo Sanchez Contreras	0.3	$450.00	$135.00
		Quantity Total	**3.75**
		Subtotal	**$3,040.71**
		Total	**$3,040.71**

Detailed Statement of Account

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
1	10/04/2026	$3,040.71	$0.00	$3,040.71
			Outstanding Balance	**$3,040.71**
			Total Amount Outstanding	**$3,040.71**

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

Please pay within 30 days.

EXHIBIT #6

Mailing Address:
5100-B1 Clayton Road #368
Concord, California 94521
www.ortmanmediation.com
Remittance Email: shante@ortmanmediation.com

Invoice No. 3107
Mediation Date: March 3, 2025
Case Name: Jamie Gangwer, Epiphany Seaman, Courtney Rose, et al. vs. SAS Retail Services, LLC

November 4, 2024

INVOICE SUMMARY

Gibbs Law Group LLP $7,500.00

Blumenthal Nordrehaug Bhowmik De Blouw LLP $7,500.00

Littler Mendelson P.C. $15,000.00
(Defense: If this invoice is paid by the Employer, please pay the Employer's portion ONLY – NOT the total amount of the invoice.)

Total Fees (combined amongst all parties) $30,000.00

PAYMENT DUE: December 3, 2024

Please return **THIS COPY** with your **PAYMENT** and **INVOICE NUMBER** on Payment.
IF PAYING BY WIRE TRANSFER/ACH, please reference case name and invoice number.
OUR TAX ID NUMBER IS: [redacted]

PAYMENT BY CHECK SHOULD BE SENT TO:

Ortman Mediation, Inc.
5100-B1 Clayton Road #368
Concord, California 94521-3165

PAYMENT BY WIRE TRANSFER/ACH SHOULD BE MADE AS FOLLOWS:



Berger Consulting Group
P.O. Box 261954
Encino, CA 91426

INVOICE DATE 3/6/2025
D E DATE 4/6/2025
INVOICE 14580
OR *Seaman and Rose v SAS Retail Services*

Bill To
Blumenthal Nordrehaug Bhowmik De Blouw LLP

DESCRIPTION	A O NT
Seaman and Rose v SAS Retail Services (15.80 hours 650/hr Rate)	$ 10,270.00
TOTAL	**$ 10,270.00**

Please make all checks payable to: Berger Consulting Group, LLC
P.O. Box 261954
Encino, CA 91426

For invoice in uires or information regarding electronic payment: accounting bergerconsultinggroup.com

INVOICE

EXHIBIT #7

NOTICE OF PAGA SETTLEMENT

Epiphany Seaman, et al. v. SAS Retail Services, LLC,
Superior Court of the State of California, County of Orange, Case No. 30-2022-01292199-CU-OE-CXC

Apex Class Action Administration
P.O. Box _____
Telephone: _____

«Barcode» «BarcodeString»
SIMID «SIMID»
«FirstName» «LastName»
«Address1» «Address2»
«City» «State» «Zip»

You are receiving this notice as a result of a lawsuit brought on a representative basis under the California Private Attorneys General Act, Labor Code § 2698 *et seq.* ("PAGA") by Plaintiffs Jamie Gangwer, Epiphany Seaman, Courtney Rose, Serena Negrete, Audrey Torres, and Cassandra Steiner (collectively "Plaintiffs") acting in a private attorney general capacity against Defendant SAS Retail Services, LLC (the "Action"). PAGA permits employees to bring an action on behalf of the State of California to recover civil penalties for Labor Code violations; 75% of the penalties recovered are paid to the Labor and Workforce Development Agency (LWDA) and 25% to the aggrieved employees. Through the Action, Plaintiffs sought to recover civil penalties for purported violations of the California Labor Code on behalf of all individuals employed by Defendant in hourly, non-exempt positions in California at any time during the PAGA Period (the "Settlement Employees"). The PAGA Period is May 2, 2019, through June 15, 2025.

Plaintiffs' Third Amended Complaint ("Operative Complaint") alleges that Defendant failed to pay its Settlement Employees for the full amount of time they actually drove for Defendant, in violation of both minimum wage and overtime laws. Plaintiffs allege that rather than record the actual time Settlement Employees spend driving, Defendant enters the starting and ending locations into an application that generates a purported average drive time and distance for the trip. These generated figures were not tailored to the distance actually driven by the Settlement Employees or the time the drive actually took for Settlement Employees to drive said miles. As a result, Settlement Employees were regularly not paid for "all hours worked," nor for their corresponding overtime. Moreover, Plaintiffs allege that Defendants' failed to provide 30-minute meal periods before the end of the fifth hour of work. Defendant erroneously calculated the fifth hour of work from the time the Settlement Employees started working at their assigned location, rather than when they started driving. Similarly, because Defendant did not accurately track the time when Plaintiffs were on the clock, Plaintiffs allege rest periods were also non-compliant and untimely. Last, Plaintiffs allege that Defendant failed to include non-discretionary compensation, including: "Client IC Bonus Reduction", "Admin Bonus", "Employee Referral", "Retention Bonus", "ASM Bonus", "Spot Bonus", and "Signing Bonus" to the Settlement Employees' regular rate of pay, which resulted in an underpayment of overtime. Last, Plaintiffs allege that Defendant paid Settlement Employees at a rate lower than the IRS' standard mileage rate, resulting in inadequate business expense reimbursements. Plaintiffs further allege that Defendant failed to reimburse Settlement Employees for the business use of their personal cell phones, paid sick leave at the base rate rather than the regular rate of pay, provided wage statements that did not accurately reflect total hours worked, failed to timely pay wages during employment and at separation, and made unlawful deductions from wages, giving rise to claims for inaccurate wage statements, late payment of wages, and waiting time penalties.

Defendant denies all claims and allegations in the Action, denies that it owes any penalties to Plaintiffs and/or the Settlement Employees, and asserts that it has fully complied with all applicable Labor Code and all other provisions of law noted below. Nevertheless, to avoid further costs and time in defending the Action, Defendant has settled the Action, and the Court has approved the settlement and release of all "Released PAGA Claims". "Released PAGA Claims" are all claims for civil penalties available under PAGA based on the facts stated in the Operative Complaint and the PAGA Notices submitted by Plaintiffs to the LWDA, which occurred during the PAGA Period, including all alleged PAGA violations of the Labor Code, including without limitation, §§ 201, 202, 203, 204, 210,

211, 218, 221, 223, 225.5, 226, 226.3, 226.7, 227.3, 233, 246, 246.5, 510, 512, 551, 552, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2800, 2802, the applicable IWC Wage Order(s), and Cal. Code Regs., tit. 8, section 11040 and expressly excluding all other claims, including Plaintiffs' individual claims, which are subject to a separate release, claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, and California class claims, and PAGA claims outside of the PAGA period. . The *res judicata* effect of the judgment will be the same as that of the Release. "Released Claims" do not include a release of individual claims the PAGA Members may have against the Released Parties. However, the "Released Claims" do include a release of all individual PAGA claims (as defined above in this paragraph) the PAGA Members have against the Released Parties, excluding Plaintiffs' individual claims, which are subject to a separate agreement. By Judgment dated November _____, 2026, the Superior Court of California for the County of Orange approved the settlement of the Action and the Released PAGA Claims.

The Agreement negotiated by the Parties provides for a "Gross Settlement Amount" payment in the amount of $1,560,534.58 to resolve the Released PAGA Claims. After certain deductions, the amount remaining is the Net Settlement Amount, which is estimated to be no less than $987,861.07. Of the Net Settlement Amount, seventy-five percent (75%) (no less than $740,895.80) will be paid to the LWDA and the remaining twenty-five percent (25%) (no less than $246,965.27) will be paid to the Settlement Employees.

The Individual PAGA Payment for each Settlement Employee shall be based on the number of pay periods each Settlement Employee worked during the PAGA Period as a Settlement Employee, as a percentage of the total pay periods worked by *all* Settlement Employees from May 2, 2019 to June 15, 2025.

The Parties agree there is no statutory right for any Settlement Employee to object, opt out or otherwise exclude himself or herself from the Settlement. Nor is there any right for any Settlement Employee to dispute the value of the Individual PAGA Payment provided to them under this Settlement. All Settlement Employees are bound by the Release of PAGA Claims even if they do not cash their Individual PAGA Payment checks.

According to the Defendant's records, you are an Settlement Employee and are therefore eligible to receive an Individual PAGA Payment under the Court-approved allocation which is based upon the pay periods you worked during the PAGA Period. The enclosed settlement check shall remain valid for 180 days after mailing. After the void date, the Administrator shall transmit the funds represented by such checks to State Controller Unclaimed Property Fund in the name of the individual who failed to cash their check.

Please Note: One hundred percent (100%) of your payment will be considered civil penalties; may be subject to local, state, and/or federal tax withholdings; and will be reported to the IRS and applicable state tax authorities. You should rely on your own tax advisors as to the tax consequences of your Individual PAGA Payment. One hundred percent (100%) of each Individual PAGA Payment shall be allocated to miscellaneous income for which an IRS Form 1099-MISC will issue, if required by law. Neither Plaintiff nor Defendant have made or will make any representations or warranties regarding the taxation of your Individual PAGA Payment. Nothing within this notice or any other communication shall constitute or be construed or relied upon as tax advice within the meaning of United States Treasury Department Circular 230 (31 C.F.R. Part 10, as amended).

Do not call or write the Court or Office of the Clerk to ask questions about the settlement or your Individual PAGA Payment. If you have any questions, you may call or write to Apex (the Administrator) using the contact information at the top of this correspondence.

EXHIBIT #8

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF ORANGE

EPIPHANY SEAMAN, JAMIE GANGWER, COURTNEY ROSE, CASSANDRA STEINER, AUDREY TORRES, and SERENA NEGRETE, and on behalf of the State of California, as private attorney generals,

Plaintiff,

vs.

SAS RETAIL SERVICES, LLC, a Limited Liability Company; and DOES 1 through 50, inclusive,

Defendants.

Case No.: **30-2022-01292199-CU-OE-CXC**

[PROPOSED] ORDER AND JUDGMENT APPROVING PAGA SETTLEMENT

Hearing Date: November 5, 2026
Hearing Time: 2:00 p.m.
Judge: Hon. Melissa R. McCormick
Dept.: CX105

Action Filed: November 17, 2022
Trial Date: Not Set

ORDER AND JUDGMENT

1. Plaintiffs Jamie Gangwer, Epiphany Seaman, Courtney Rose, Cassandra Steiner, Audrey Torres, and Serena Negrete ("Plaintiffs") move for approval of the settlement of Plaintiffs'

claims under the California Labor Code Private Attorneys General Act ("PAGA"), pursuant to California Labor Code § 2699(s), against Defendant SAS Retail Services, LLC ("Defendant").

2. Plaintiffs exhausted all administrative remedies required to bring the PAGA claims asserted in this action and is authorized to act as private attorneys general with respect to the PAGA claims being released under the terms of the Private Attorneys General Act Settlement Agreement and Amendment to the Private Attorneys General Act Settlement Agreement ("Settlement Agreement") attached hereto as Exhibit 1, which is incorporated by reference. The California Labor Workforce Development Agency (the "LWDA") was provided with notice of the Settlement and the motion for approval of the PAGA settlement via its online process, and no objection has been received to the settlement or the motion from the Labor Workforce Development Agency.

3. The Parties seek approval of the settlement of Plaintiffs' PAGA claims and the PAGA Payment to be paid as part of the settlement as set forth in the Settlement Agreement which was filed with the Court. The settlement provides for a Gross Settlement Amount in the total sum of $1,560,534.58, which includes the PAGA Payment, the Settlement Administrator Costs Payment (not to exceed $47,790) for Apex Class Action LLC to administer the settlement, Service Awards to be approved by the Court in an amount not to exceed a total amount $15,000 ($2,500 to each of the six (6) Plaintiffs), PAGA Counsel's Attorneys' Fees Payment in the amount of $468,160.37 (which is 30% of the PAGA Settlement and will be split 50/50 between the PAGA Counsel), and PAGA Counsel's Attorneys' Expenses Payment in the amount of $41,723.14. The Net Settlement Amount of amount of $987,861.07, which is the amount remaining of the Gross Settlement Amount after deduction of the Settlement Administrator Costs Payment, the Service Awards and PAGA Counsel's Attorneys' Fees Payment and PAGA Counsel's Attorneys' Expenses Payment, shall be allocated to Labor Code 2699 penalties of which 75% of the payment will be paid to the LWDA (no less than $740,895.80) and 25% will be paid to the Aggrieved Employees (no less than $246,965.27).

4. The Court, having reviewed the evidence and papers submitted and argument of counsel, pursuant to Labor Code section 2699(s)(2) hereby GRANTS the Plaintiffs' motion and approves the PAGA settlement as set forth in the Settlement Agreement and the PAGA Payment,

which shall be allocated and paid out as set forth in the Settlement Agreement.

5. The "Aggrieved Employees" are defined as all individuals who are or were employed by defendant SAS Retail Services, LLC in California and classified as a non-exempt employee at any time during the during the PAGA Period. The PAGA Period is the period from May 2, 2019 and ending June 15, 2025.

6. Effective on the date when Defendant fully funds the Gross Settlement Amount, Defendant and the Released Parties (as defined in the PAGA Settlement Agreement) shall be entitled to a release of the Released Claims. The "Released Claims" are all claims for civil penalties available under PAGA based on the facts stated in the Operative Complaint and the PAGA Notices submitted by Plaintiffs to the LWDA, which occurred during the PAGA Period, including all alleged PAGA violations of the Labor Code, including without limitation, §§ 201, 202, 203, 204, 210, 211, 218, 221, 223, 225.5, 226, 226.3, 226.7, 227.3, 233, 246, 246.5, 510, 512, 551, 552, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2800, 2802, the applicable IWC Wage Order(s), and Cal. Code Regs., tit. 8, section 11040 and expressly excluding all other claims, including Plaintiffs' individual claims, which are subject to a separate release, claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, and California class claims, and PAGA claims outside of the PAGA period.. The *res judicata* effect of the judgment will be the same as that of the Release. "Released Claims" do not include a release of individual claims the PAGA Members may have against the Released Parties. However, the "Released Claims" do include a release of all individual PAGA claims (as defined above in this paragraph) the PAGA Members have against the Released Parties, excluding Plaintiffs' individual claims, which are subject to a separate agreement.

7. This settlement (including this Order) cannot be used, directly or indirectly, to introduce, use, or admit in this case or in any other judicial, arbitral, administrative, investigative or other forum or proceeding, as purported evidence of any violation of any federal, state, or local law, statute, ordinance, regulation, rule or executive order (i.e., evidence of a "first" or "initial" violation), or any liability, obligation, or duty at law or in equity, or for any other purpose. This settlement

(including this Order) shall not be construed to be an admission by Defendant of any liability or wrongdoing as to Plaintiffs, the Aggrieved Employees, or any other person, and Defendant specifically disclaims any such liability or wrongdoing.

8. This claim asserted under PAGA in this action is dismissed with prejudice. After entry of this Order and Judgment, the Court shall, pursuant to Code of Civil Procedure §664.6, retain jurisdiction pursuant to California Code of Civil Procedure § 664.6 to construe, interpret, implement, and enforce the Settlement Agreement, to hear and resolve any contested challenge to a claim for settlement benefits, and to supervise and adjudicate any dispute arising from or in connection with the distribution of settlement benefits.

9. Attached hereto as Exhibit 2 is the Notice of PAGA Settlement which will be disseminated to the Aggrieved Employees. The notice of entry of the judgment shall be mailed to the Aggrieved Employees along with the Notice of Settlement.

10. The Parties, their Counsel and the Settlement Administrator shall administer the Settlement in accordance with the terms of the Settlement Agreement.

11. The Final Accounting hearing is set for August 19, 2027 at 9:00 a.m. PAGA Counsel shall submit a final administrator's report at least 9 court days before the hearing addressing the status of the settlement administration, including the actual amounts paid to the aggrieved employees and the other amounts distributed under the settlement, including any uncashed checks.

IT IS SO ORDERED AND ADJUDGED. LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY.

DATED:_____

_____
THE HONORABLE MELISSA MCCORMICK
JUDGE OF THE SUPERIOR COURT

EXHIBIT #9

AMENDMENT TO THE PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT AGREEMENT AND RELEASE

IT IS HEREBY STIPULATED AND AGREED by and between Plaintiffs Jamie Gangwer ("Gangwer"), Epiphany Seaman ("Seaman"), Courtney Rose ("Rose"), Serena Negrete ("Negrete"), Audrey Torres ("Torres"), and Cassandra Steiner ("Steiner") (collectively, "Plaintiffs"), on behalf of themselves, the State of California, and all allegedly Aggrieved Employees (referred to herein as the "PAGA Members"), and Defendant SAS Retail Services, LLC ("Defendant") (collectively the "Parties"), subject to the approval of the Court, to amend and modify the Private Attorney General Action Settlement Agreement and Release and the exhibits thereto, filed on April 9, 2026 as Exhibit 1 to the Notice of Errata [ROA #208], with this Amendment to the Private Attorney General Action Settlement Agreement and Release ("Amendment") as follows:~~that the settlement of the Actions (as defined below) shall be effectuated upon and subject to the following terms and conditions.~~

I. RECITALS

WHEREAS, on March 9, 2026, Plaintiffs ~~shall~~ filed a Third Amended Representative Action Complaint in the Seaman & Rose Lawsuit to reflect the correct PAGA Period and the include Labor Code § 216~~, which is attached hereto as **Exhibit B**~~;

II. SETTLEMENT TERMS

A. Definitions

3. "Agreement or "Settlement Agreement" shall mean collectively the Private Attorney General Action Settlement Agreement and Release and the Amendment thereto.

4. "Attorneys' Fees" means such attorneys' fees as the Court may award to Plaintiffs' Counsel for the services they have rendered and will render to the PAGA Members in the Action, and which shall not exceed thirty ~~three~~ percent (~~33~~30%) of the Gross Settlement Amount.

16. "Notice" means the form of notice that will be sent to each PAGA Member accompanying their Individual PAGA Payments, which shall be substantially in the form attached hereto to the Amendment as **Exhibit A.**

17. "Operative Complaint" means the operative, Third Amended Representative Action Complaint filed by Plaintiffs ~~in this matter~~ on March 9, 2026.

23. "Released Claims" means all claims for ~~PAGA~~ civil penalties available under PAGA ~~that were alleged, or reasonably could have been alleged,~~ based on the facts stated in the Operative Complaint and the PAGA Notices submitted by Plaintiffs to the LWDA, which occurred during the PAGA Period, including all alleged PAGA violations of the Labor Code, including without limitation, §§ 201, 202, 203, 204, 210, 211, 218, 221, 223, 225.5, 226, 226.3, 226.7, 227.3,

233, 246, 246.5, 510, 512, 551, 552, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2800, 2802, the applicable IWC Wage Order(s), and Cal. Code Regs., tit. 8, section 11040 and expressly excluding all other claims, including Plaintiffs' individual claims, which are subject to a separate release, claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, and California class claims, and PAGA claims outside of the PAGA period.~~; (B) all claims that Defendant is liable under PAGA for the attorneys' fees and costs incurred in the prosecution of this Action on behalf of the PAGA Members; (C) all claims that Defendant is liable under PAGA for any other remedies, penalties, or interest based on the facts alleged in the Action; and (D) all claims that Plaintiffs and/or the PAGA Members may have against the Released Parties relating to the payment, taxation, and allocation of attorneys' fees and costs to Plaintiffs' Counsel pursuant to this Settlement Agreement. The period of the release shall extend to the limits of the PAGA Period.~~ The *res judicata* effect of the judgment will be the same as that of the Release. "Released Claims" do~~es~~ not include a release of individual claims the PAGA Members may have against the Released Parties. However, the "Released Claims" do~~es~~ include a release of all individual PAGA claims (as defined above in this paragraph) the PAGA Members have against the Released Parties, excluding Plaintiffs' individual claims, which are subject to a separate agreement.

24. "Released Parties" means Defendant and its past, present and future parents, ~~affiliates,~~ subsidiaries, divisions, predecessors, successors, and ~~partners, joint venturers, affiliated organizations,~~ shareholders.~~, insurers, reinsurers and assigns, and each of their past, present and future officers, directors, trustees, agents, employees, attorneys, contractors, representatives, benefits plans sponsored or administered by the Released Parties, divisions, units, and branches, and any other persons or entities acting on behalf of or in concert with any of the foregoing or any persons who Defendant has an obligation to indemnify on account of the Released Claims.~~

25. "Service Award" means such compensation as the Court may award to Plaintiffs for their efforts during the Action, which shall not exceed Two~~Ten~~ Thousand Five Hundred Dollars and No Cents ($~~10~~2,~~000~~500.00).

B. Consideration

~~1.~~2. Monetary Settlement Components. Provided that the Court approves the Settlement and the Effective Date occurs, Defendant will pay the Gross Settlement Amount. Defendant will deposit the Gross Settlement Amount into the Settlement Fund Account, which shall be administered by the Settlement Administrator. All amounts to be paid pursuant to this Settlement Agreement shall be paid out of the Settlement Fund Account.

a. Attorneys' Fees. In full satisfaction of all claims Plaintiffs or Plaintiffs' Counsel may have for attorneys' fees arising out of the Action, the Parties agree that Plaintiff's Counsel will ask the Court for an amount not to exceed ~~1/3~~thirty percent (30%) of the Gross Settlement Amount, which shall be split 50/50 between BNBD and Gibbs. Defendant will not oppose a request made by Plaintiffs for an award of Attorneys' Fees within this amount. The Attorneys' Fees to be awarded to Plaintiffs is subject to the approval of the

Court and will be paid only from the Gross Settlement Amount. Any portion of the Attorneys' Fees not awarded to Plaintiffs' Counsel will be added to the Net Settlement Amount. Plaintiffs understand and agree that this Settlement Agreement shall remain in full force and effect even if the full amount of Attorneys' Fees identified herein is not awarded by the Court. However, Plaintiffs' Counsel retains their right to appeal any decision by the Court regarding the Attorneys' Fees.

c. Service Awards. Plaintiffs may request an award not to exceed ~~Ten~~ Two Thousand Five Hundred Dollars and No Cents ($~~10~~2,~~000~~500.00) each as a Service Award that will be paid from the Gross Settlement Amount. Defendant will not oppose a request by Plaintiffs for Service Awards that are within this amount. The Service Awards are in addition to the payment that Plaintiffs are entitled to from the Net Settlement Amount and in addition to Plaintiffs' individual settlement agreements which are the subject of a separate settlement agreement. Any portion of the Service Awards not awarded to Plaintiffs will be added to the Net Settlement Amount. Plaintiffs understand and agree that this Settlement Agreement shall remain in full force and effect even if the full amount of the Service Awards identified herein is not awarded by the Court. The Service Awards shall not be subject to tax withholding and Plaintiffs will receive an IRS Form 1099 for those payments.

~~a.~~d. Settlement Administration Costs. A maximum of $53,000 from the Gross Settlement Amount will be allocated and paid to the Settlement Administrator. The Settlement Administration Costs to be paid to the Settlement Administrator are subject to the Court's approval and will be paid only from the Gross Settlement Amount. Any portion of the Settlement Administration Costs identified herein not ordered paid to the Settlement Administrator will be added to the Net Settlement Amount.

~~2.~~3. PAGA Members' ~~and State of California~~ Release. ~~Upon the Effective Date~~Upon the Funding Date, Plaintiffs, on behalf of themselves and all PAGA Members, ~~and the State of California~~ will release the Released Parties from the Released Claims during the PAGA Period. ~~PAGA Members agree not to sue or otherwise make a claim against any of the Released Parties that seeks recovery for any of the Released Claims during the PAGA Period.~~ It is the intent of the Parties that the Settlement approval order and Final Judgment entered by the Court shall have full *res judicata* effect and be final and binding upon PAGA Members regarding the Released Claims during the PAGA Period.

E. Miscellaneous Provisions

1. Pay Periods/Escalator Clause. This PAGA Only settlement is based on the fact that on the date of mediation, March 3, 2025, there were approximately 252,000 PAGA Pay Periods from May 2, 2019, through the date of mediation on March 3, 2025. Following the mediation, the Parties agreed to end the PAGA Period at June 15, 2025. Should this number of PAGA Pay Periods in the PAGA Period increase by 10% or more (252,000 plus 10% of 252,000, or 277,200), then the Gross Settlement Amount will also be proportionally increased by the amount in excess of such 10% threshold (for example, if such increase in pay periods were 0.001% over, then the Gross Settlement Amount would increase 0.001%)., ~~or Defendant will have the option of moving the end date of the PAGA Period back to such date that there are no more than 252,000 PAGA Pay Periods.~~ Prior to filing for approval, Defendant will send the Aggrieved Employee Data List and information regarding the number of PAGA Pay Periods for each Employee to the Administrator, who will then calculate the total number of Aggrieved Employees and PAGA Pay Periods and then the Parties will submit a declaration from the Administrator to the Court confirming the same with the approval motion

It is hereby agreed.

Dated: _____

_____
Jamie Gangwer
On his own behalf, on behalf of alleged PAGA Members, and as representative of the State of California

Dated: _____

_____
Epiphany Seaman
On her own behalf, on behalf of alleged PAGA Members, and as representative of the State of California

Dated: _____

_____
Courtney Rose
On her own behalf, on behalf of alleged PAGA Members, and as representative of the State of California

Dated: _____

_____
Serena Negrete
On her own behalf, on behalf of alleged PAGA Members, and as representative of the State of California

Dated: _____

_____
Audrey Torres
On her own behalf, on behalf of alleged PAGA Members, and as representative of the State of California

Dated: _____

_____
Cassandra Steiner
On her own behalf, on behalf of alleged PAGA Members, and as representative of the State of California

SAS RETAIL SERVICES, LLC

Dated: _____

_____
By: _____
Its: _____

Approved as to form:

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

Dated: _____

_____
~~AJ Bhowmik~~Kyle Nordrehaug
Attorneys for Plaintiffs Epiphany Seaman, Courtney Rose, Serena Negrete, Audrey Torres, and Cassandra Steiner, on their own behalf and on behalf of alleged Aggrieved Employees

GIBBS MURA LLP

Dated: _____

_____
Steven Tindall
Attorneys for Plaintiff Jamie Gangwer, on his own behalf and on behalf of alleged Aggrieved Employees

Approved as to form:

LITTLER MENDELSON, P.C.

Dated: _____

_____
Fermin H. Llaguno
Nolan McCready
Kimberly M. Shappley
Attorneys for Defendant SAS Retail Services, LLC

4923-2101-9427.4 / 121498.1004

EXHIBIT #10

AMENDMENT TO THE PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT AGREEMENT AND RELEASE

IT IS HEREBY STIPULATED AND AGREED by and between Plaintiffs Jamie Gangwer ("Gangwer"), Epiphany Seaman ("Seaman"), Courtney Rose ("Rose"), Serena Negrete ("Negrete"), Audrey Torres ("Torres"), and Cassandra Steiner ("Steiner") (collectively, "Plaintiffs"), on behalf of themselves, the State of California, and all allegedly Aggrieved Employees (referred to herein as the "PAGA Members"), and Defendant SAS Retail Services, LLC ("Defendant") (collectively the "Parties"), subject to the approval of the Court, to amend and modify the Private Attorney General Action Settlement Agreement and Release and the exhibits thereto, filed on April 9, 2026 as Exhibit 1 to the Notice of Errata [ROA #208], with this Amendment to the Private Attorney General Action Settlement Agreement and Release ("Amendment") as follows:~~that the settlement of the Actions (as defined below) shall be effectuated upon and subject to the following terms and conditions.~~

I. RECITALS

WHEREAS, on February 14, 2019, Gangwer notified the California Labor Workforce Development Agency ("LWDA") of his intent to file an action against Defendant under California's Private Attorneys General Act, California Labor Code § 2698, *et seq.* ("PAGA") (the "Gangwer LWDA Letter"). Plaintiff allowed the LWDA an opportunity to investigate his claims as required by the Labor Code, and the LWDA opted not to do so;

WHEREAS, on February 28, 2019, Gangwer filed a Civil Complaint against Defendant in the Superior Court of California, County of Alameda, Case No. RG19008876, alleging a cause of action for Declaratory Relief and advising that he intended to bring a representative action under PAGA on behalf of himself and other merchandisers who worked for Defendant;

WHEREAS, on April 22, 2019, Gangwer filed a First Amended Complaint adding representative claims for relief under PAGA for alleged violations of the California Labor Code. Thereafter, Plaintiff moved to amend his Complaint again, and the Court entered an order permitting him leave to do so. On January 3, 2020, Gangwer filed a Second Amended Complaint alleging a single cause of action for penalties under PAGA for violations of Labor Code §§ 510, 558(a), 1197, 1197.1, and 2802 ("Gangwer Lawsuit");

WHEREAS, on July 8, 2022, Seaman and Rose notified the LWDA of their intent to file an action against Defendant under PAGA (the "Seaman & Rose LWDA Letter"). Seaman and Rose allowed the LWDA to investigate their claims as required by the Labor Code, and the LWDA opted not to do so;

WHEREAS, on November 17, 2022, Seaman and Rose filed a PAGA representative lawsuit against Defendant in the Superior Court of California, County of Orange, Case No. 30-2022-01292199-CU-OE-CXC, alleging a single cause of action for civil penalties for violations of Labor Code §§ 201, 202, 203, 204, 210, 218, 221, 226(a), 226.7, 227.3, 510, 512, 558(a), 1194, 1197, 1197.1, 1198, and 2802, California Code of Regulations, Title 8, Section 11040, and the applicable Wage Order(s) ("Seaman & Rose Lawsuit");

WHEREAS, the Parties participated in a private mediation with Tripper Ortman, on March 3, 2025;

WHEREAS, the matter did not settle at mediation and, with the continued assistance of Mr. Ortman, the matter thereafter settled by way of the Parties accepting a mediator's proposal on April 16, 2025 and memorializing key terms in a Memorandum of Understanding ("MOU") that was fully executed by the Parties as of May 28, 2025;

WHEREAS, during the course of the Action, and in preparation for private mediation, the Parties engaged in significant formal and informal discovery, including the exchange of information and documents;

WHEREAS, pursuant to the terms of the Parties' settlement and their MOU, Plaintiffs filed a First Amended Representative Action Complaint in the Seaman & Rose Lawsuit that adds all Plaintiffs as PAGA representatives, as defined below, on August 25, 2025;

WHEREAS, Plaintiffs filed a Second Amended Representative Action Complaint in the Seaman & Rose Lawsuit that adds all Released Claims, as defined below, on November 24, 2025;

WHEREAS, on March 9, 2026, Plaintiffs ~~shall~~ filed a Third Amended Representative Action Complaint in the Seaman & Rose Lawsuit to reflect the correct PAGA Period and the include Labor Code § 216.~~, which is attached hereto as **Exhibit B**~~;

WHEREAS, the Parties desire to settle, compromise, and avoid litigation relating to the claims described in the Action, and have agreed to settle the Action upon the terms and conditions and for the consideration set forth herein;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, it is hereby agreed by and between the Parties hereto as follows:

II. SETTLEMENT TERMS

A. Definitions

1. "Action" means the case entitled *Epiphany Seaman and Courtney Rose, et al. v. SAS Retail Services, LLC*, Orange County Superior Court Case No. 30-2022-01292199-CU-OE-CXC, and the Operative Complaint in that matter.

2. "Aggrieved Employee Settlement Fund" means twenty-five percent (25%) of the Net Settlement Amount. Individual Settlement Payments to PAGA Members will be made from the Aggrieved Employee Settlement Fund.

3. "Agreement" or "Settlement Agreement" shall mean collectively this Private Attorneys General Act Settlement Agreement and Release and the Amendment thereto.~~.~~

4. "Attorneys' Fees" means such attorneys' fees as the Court may award to Plaintiffs' Counsel for the services they have rendered and will render to the PAGA Members in the Action, and which shall not exceed thirty~~-three~~ percent (~~33~~30%) of the Gross Settlement Amount.

5. "Attorneys' Expenses" means such litigation costs as the Court may award to Plaintiffs' Counsel for the actual costs they have incurred and will incur in the investigation, litigation, and resolution of the Action, and in administration of the Settlement, and which are not expected to exceed $55,000.00.

6. "Bi-Weekly Value" means the quotient of the Aggrieved Employee Settlement Fund divided by the Total Bi-Weekly Pay Periods.

7. "Court" shall mean the Orange County Superior Court, where the Action is venued, and specifically the Hon. Melissa R. McCormick, or such other judge as (a) may be assigned to the Action or (b) may sit in her stead.

8. "Defense Counsel" or "Defendant's Counsel" mean Fermin H. Llaguno, Nolan McCready, and Kimberly M. Shappley of Littler Mendelson, P.C.

9. "Effective Date" means the date this Settlement is approved, and the Court's order granting Settlement Approval and Final Judgment (as defined below).

10. "Final Judgment" means the latest of the following occurrences: (a) if no challenge to the Settlement Approval Motion is made, the day the Court approves the Settlement and enters judgment; (b) if any challenge is made to the Settlement Approval Motion the later of the following events: five (5) business days after the period for filing any appeal, writ, or other appellate proceeding challenging the Court's Settlement Approval and judgment has elapsed without any appeal, writ, or other appellate proceeding having been filed; or, if any appeal , writ, or other appellate proceeding opposing the Court's Settlement Approval and judgment has been filed, five (5) business days after any appeal, writ, or other appellate proceedings opposing the Settlement has been finally and conclusively resolved (or withdrawn) in a way that does not alter the terms of the Settlement. In the event that: (i) the Court does not approve the Settlement; or (ii) conditions its approval on any material change to this Agreement, then Defendant's and Plaintiffs' Counsel shall expeditiously cooperate in good faith on behalf of the Parties by meeting in person or by telephone and/or video conference to modify the Agreement and otherwise satisfy the Court's concerns.

11. "Funding Date" means the date that is thirty (30) calendar days after the Effective Date. If the Funding Date falls on a weekend or holiday, it shall be extended to the following business day.

12. "Gross Settlement Amount" means the amount of One Million Five Hundred Sixty Thousand Five Hundred and Four Dollars and Fifty-Eight Cents ($ 1,560,534.58) that Defendant will pay if the Court approves this Settlement and the Effective Date occurs. The Gross Settlement Amount will fund: (a) the Aggrieved Employee Settlement Fund; (b) the LWDA Payment; (c) the award of Attorneys' Fees to Plaintiffs' Counsel; (d) the award of Attorneys' Expenses to Plaintiffs' Counsel; (e) the Service Awards to Plaintiffs; and (e) the Settlement Administration Costs. Other than as set forth in Paragraph E(1), below, under no circumstances will Defendant be required to pay more than the Gross Settlement Amount in order to settle the Action—that is, the PAGA

representative action. In no event will any money revert to Defendant nor will claim forms be required.

13. "Individual PAGA Payment" means the portion of the Aggrieved Employee Settlement Fund allocated to each PAGA Member, as calculated pursuant to Paragraph C(13) below. One hundred percent (100%) of the Individual Settlement Payments made to PAGA Members shall be deemed miscellaneous income for which a Form 1099-MISC will be issued.

14. "LWDA Payment" means seventy-five percent (75%) of the Net Settlement Amount. The LWDA Payment will be issued to the LWDA.

15. "Net Settlement Amount" means the Gross Settlement Amount minus the Attorneys' Fees, Attorneys' Expenses, Service Awards, and Settlement Administration Costs. Seventy-five percent (75%) of the Net Settlement Amount will be distributed to the LWDA and twenty-five percent (25%) will be distributed to PAGA Members.

16. "Notice" means the form of notice that will be sent to each PAGA Member accompanying their Individual PAGA Payments, which shall be substantially in the form attached to the Amendment ~~hereto~~ as **Exhibit A**.

17. "Operative Complaint" means the operative, Third Amended Representative Action Complaint filed by Plaintiffs ~~in this matter~~on March 9, 2026.

18. "PAGA Members" means all individuals employed by Defendant in hourly, non-exempt positions in California at any time during the PAGA Period, including but not limited to Plaintiffs.

19. "PAGA Member List" means the list of full names, most recent mailing addresses, Social Security numbers, and number of pay periods during the PAGA Period, as available and calculable, for all PAGA Members, which Defendant will diligently and in good faith compile from its records. To be eligible as a pay period, the PAGA Member must have worked at least one (1) shift during that pay period.

20. "PAGA Period" means the period from May 2, 2019, to June 15, 2025.

21. "Plaintiffs' Counsel" means Blumenthal Nordrehaug Bhowmik De Blouw LLP ("BNBD") and Gibbs Mura LLP ("Gibbs").

22. "Release" means Plaintiffs' agreement, in consideration of Defendant's promises and agreements as set forth herein, to fully release and discharge the Released Parties from any and all Released Claims.

23. "Released Claims" means all claims for ~~PAGA~~ civil penalties available under PAGA ~~that were alleged , or reasonably could have been alleged,~~ based on the facts stated in the Operative Complaint and the PAGA Notices submitted by Plaintiffs to the LWDA, which occurred during the PAGA Period, including all alleged PAGA violations of the Labor Code, including

without limitation, §§ 201, 202, 203, 204, 210, 211, 216, 218, 221, 223, 225.5, 226, 226.3, 226.7, 227.3, 233, 246, 246.5, 510, 512, 551, 552, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2800, 2802, the applicable IWC Wage Order(s), and Cal. Code Regs., tit. 8, section 11040 and expressly excluding all other claims, including Plaintiffs' individual claims, which are subject to a separate release, claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, and California class claims, and PAGA claims outside of the PAGA period. ; (B) all claims that Defendant is liable under PAGA for the attorneys' fees and costs incurred in the prosecution of this Action on behalf of the PAGA Members; (C) all claims that Defendant is liable under PAGA for any other remedies, penalties, or interest based on the facts alleged in the Action; and (D) all claims that Plaintiffs and/or the PAGA Members may have against the Released Parties relating to the payment, taxation, and allocation of attorneys' fees and costs to Plaintiffs' Counsel pursuant to this Settlement Agreement. The period of the release shall extend to the limits of the PAGA Period. The *res judicata* effect of the judgment will be the same as that of the Release. "Released Claims" does not include a release of individual claims the PAGA Members may have against the Released Parties. However, the "Released Claims" does include a release of all individual PAGA claims (as defined above in this paragraph) the PAGA Members have against the Released Parties, excluding Plaintiffs' individual claims, which are subject to a separate agreement.

24. "Released Parties" means Defendant and its past, present and future parents, affiliates, subsidiaries, divisions, predecessors, successors, and partners, joint venturers, affiliated organizations, shareholders., insurers, reinsurers and assigns, and each of their past, present and future officers, directors, trustees, agents, employees, attorneys, contractors, representatives, benefits plans sponsored or administered by the Released Parties, divisions, units, and branches, and any other persons or entities acting on behalf of or in concert with any of the foregoing or any persons who Defendant has an obligation to indemnify on account of the Released Claims.

25. "Service Award" means such compensation as the Court may award to Plaintiffs for their efforts during the Action, which shall not exceed Ten Two Thousand Five Hundred Dollars and No Cents ($10200,000500.00).

26. "Settlement Administrator" means Apex Class Action Administration ("Apex") , the third-party settlement administrator agreed upon by the Parties and appointed by the Court for the purposes of administering this Settlement. The Parties each represent that they have selected a Settlement Administrator that they do not have any financial interest in or otherwise have a relationship with the Settlement Administrator that could create a conflict of interest.

27. "Settlement Administration Costs" means the amount from the Gross Settlement Amount which shall be allocated, subject to the Court's approval, to the Settlement Administrator for services rendered in administering the Settlement, and which shall not exceed $53,000 except for a showing of good cause and as approved by the Court.

28. "Settlement Approval" means the settlement approval order and Final Judgment that will be entered by the Court.

29. "Settlement Fund Account" means the bank account established by the Settlement Administrator pursuant to the terms of this Settlement Agreement, from which all monies payable under the terms of this Settlement shall be paid, as set forth herein.

30. "Total Bi-Weekly Pay Periods" means the total number of bi-weekly pay periods worked by all PAGA Members during the PAGA Period.

31. "Void Date" means the 181st day after issuance of Individual Settlement Payment checks to PAGA Members, upon which the Individual Settlement Payment checks will no longer be valid and negotiable.

B. Consideration

1. No Admission of Liability. Defendant has contended and continues to contend that the allegations in the Action have no merit and do not give rise to liability. Defendant specifically denies all of the allegations in the Action. This Settlement Agreement is a compromise of disputed claims. Nothing contained in this Settlement Agreement, no documents referred to herein, and no action taken to carry out the terms of this Settlement Agreement may be construed or used as an admission by or against Defendant or any of the Released Parties of any fault, wrongdoing, or liability whatsoever.

2. Monetary Settlement Components. Provided that the Court approves the Settlement and the Effective Date occurs, Defendant will pay the Gross Settlement Amount. Defendant will deposit the Gross Settlement Amount into the Settlement Fund Account, which shall be administered by the Settlement Administrator. All amounts to be paid pursuant to this Settlement Agreement shall be paid out of the Settlement Fund Account.

a. Attorneys' Fees. In full satisfaction of all claims Plaintiffs or Plaintiffs' Counsel may have for attorneys' fees arising out of the Action, the Parties agree that Plaintiff's Counsel will ask the Court for an amount not to exceed ~~1/3~~thirty percent (30%) of the Gross Settlement Amount, which shall be split 50/50 between BNBD and Gibbs. Defendant will not oppose a request made by Plaintiffs for an award of Attorneys' Fees within this amount. The Attorneys' Fees to be awarded to Plaintiffs is subject to the approval of the Court and will be paid only from the Gross Settlement Amount. Any portion of the Attorneys' Fees not awarded to Plaintiffs' Counsel will be added to the Net Settlement Amount. Plaintiffs understand and agree that this Settlement Agreement shall remain in full force and effect even if the full amount of Attorneys' Fees identified herein is not awarded by the Court. However, Plaintiffs' Counsel retains their right to appeal any decision by the Court regarding the Attorneys' Fees.

b. Attorneys' Expenses. In full satisfaction of all claims Plaintiffs or Plaintiffs' Counsel may have for litigation costs and expenses arising out of the Action, the Parties agree that Plaintiffs' Counsel will ask the Court for an amount not to exceed $55,000 from the Gross Settlement Amount as

Attorneys' Expenses. Defendant will not oppose a request made by Plaintiff for an award of Attorneys' Expenses within this amount. The Attorneys' Expenses to be awarded to Plaintiffs' Counsel is subject to the approval of the Court and will be paid only from the Gross Settlement Amount. Any portion of the Attorneys' Expenses not awarded to Plaintiffs' Counsel will be added to the Net Settlement Amount. Plaintiffs and Plaintiff's Counsel understand and agree that this Settlement Agreement shall remain in full force and effect even if the full amount of Attorneys' Expenses identified herein is not awarded by the Court. However, Plaintiffs' Counsel retains their right to appeal any decision by the Court regarding the Attorneys' Expenses.

c. Service Awards. Plaintiffs may request an award not to exceed ~~Ten~~ Two Thousand Five Hundred Dollars and No Cents ($~~10~~2,~~000~~500.00) each as a Service Award that will be paid from the Gross Settlement Amount. Defendant will not oppose a request by Plaintiffs for Service Awards that are within this amount. The Service Awards are in addition to the payment that Plaintiffs are entitled to from the Net Settlement Amount and in addition to Plaintiffs' individual settlement agreements which are the subject of a separate settlement agreement. Any portion of the Service Awards not awarded to Plaintiffs will be added to the Net Settlement Amount. Plaintiffs understand and agree that this Settlement Agreement shall remain in full force and effect even if the full amount of the Service Awards identified herein is not awarded by the Court. The Service Awards shall not be subject to tax withholding and Plaintiffs will receive an IRS Form 1099 for those payments.

d. Settlement Administration Costs. A maximum of $53,000 from the Gross Settlement Amount will be allocated and paid to the Settlement Administrator. The Settlement Administration Costs to be paid to the Settlement Administrator are subject to the Court's approval and will be paid only from the Gross Settlement Amount. Any portion of the Settlement Administration Costs identified herein not ordered paid to the Settlement Administrator will be added to the Net Settlement Amount.

e. Net Settlement Amount. Seventy-five percent (75%) of the Net Settlement Amount will be paid to the LWDA in full satisfaction of all claims for PAGA civil penalties under the California Labor Code, Wage Orders, regulations, and/or other provisions of law alleged to have been violated in the Operative Complaint in the Action with respect to PAGA Members. The remaining twenty-five percent (25%) of the Net Settlement Amount will be paid to all PAGA Members pursuant to the calculation method set forth in Section C(13), below.

3. PAGA Members' ~~and State of California~~ Release. Upon ~~the Effective Date~~the Funding Date, Plaintiffs, on behalf of themselves and all PAGA Members ~~, and the State of~~

~~California~~ will release the Released Parties from the Released Claims during the PAGA Period. ~~PAGA Members agree not to sue or otherwise make a claim against any of the Released Parties that seeks recovery for any of the Released Claims during the PAGA Period.~~ It is the intent of the Parties that the Settlement approval order and Final Judgment entered by the Court shall have full *res judicata* effect and be final and binding upon PAGA Members regarding the Released Claims during the PAGA Period.

C. Settlement Administration Procedures

1. Settlement Approval Motion. Following full execution of this Settlement Agreement, Plaintiffs will promptly request a hearing before the Court to seek approval of the Settlement on a date mutually available to Defendant. In conjunction with such hearing, Plaintiffs' Counsel will present this Settlement Agreement to the Court with a written motion for an order (a) approving and incorporating by reference the terms and conditions of the Settlement Agreement, (b) retaining jurisdiction over the parties under Code of Civil Procedure Section 664.4 to enforce the Settlement Agreement, and (c) dismissing the entire Action with prejudice. Plaintiffs' Counsel will be primarily responsible for drafting all documents necessary to obtain the above order and shall provide drafts of such documents for review by Defendant's counsel prior to the filing of same. Defendant will not oppose Plaintiffs' motion for Settlement Approval unless the motion is inconsistent with the terms set forth in this Settlement Agreement.

2. No Right of PAGA Member to Object or Opt-Out. The Parties agree there is no statutory right for any PAGA Member to object, opt out or otherwise exclude himself or herself from the Settlement. Nor is there any right for any PAGA Member to dispute the value of the Individual PAGA Payment provided to them under this Settlement. Except as otherwise stated, Plaintiffs will vigorously defend against any attempt by any PAGA Member or by any entity or agency to intervene in this matter or object to/opt-out of this Settlement. The Parties further agree there is no right or opportunity for any PAGA Member to appeal the approval of the Settlement by the Court. The Parties will jointly defend against any appeal taken by any PAGA Member of the Court's approval of the Settlement.

3. LWDA Notice. Pursuant to California Labor Code § 2699(*l*)(2), Plaintiffs' Counsel will provide a copy of this Settlement to the LWDA concurrently with the filing of the motion for Settlement Approval. Plaintiffs' Counsel will also file a declaration in support of the motion for Settlement Approval confirming that they have submitted the Settlement to the LWDA in compliance with Labor Code § 2699(*l*)(2). Pursuant to California Labor Code § 2699(*l*)(3), a copy of the Court's judgment and any other order issued in connection with this Settlement Agreement shall be submitted by Plaintiffs to the LWDA within ten (10) calendar days after entry of the judgment or order.

4. Judgment and Continued Jurisdiction. The Parties expressly request that, after entry of Final Judgment, the Court retain continuing and exclusive jurisdiction under Code of Civil Procedure Section 664.6 for purposes of addressing: (a) the interpretation and enforcement of the terms of the Settlement Agreement; (b) matters relating to the administration of the Settlement; and (c) such post-judgment matters as may be appropriate under Court rules or as set forth in this Settlement Agreement. The Parties agree that the time within to bring this action to trial under

CCP Section 583.310 shall be extended for a period of not less than one (1) year from May 27, 2025 until the entry of the order approving the Settlement or, if not entered, the date this Agreement shall no longer be of any force or effect.

5. Settlement Administrator. The Parties will retain Apex as the Settlement Administrator, subject to approval by the Court, to administer this Settlement. The Settlement Administrator will be responsible for: establishing the Settlement Fund Account; calculating Individual PAGA Payments; preparing, printing, and mailing the Individual PAGA Payment Checks and accompanying Notice to PAGA Members; disbursing payment of Attorneys' Fees and Attorneys' Expenses to Plaintiffs' Counsel; disbursing the Service Awards to Plaintiffs; disbursing payment to the LWDA consisting of seventy-five percent (75%) of the Net Settlement Amount; printing and providing PAGA Members, Plaintiffs, and Plaintiffs' Counsel with IRS Forms 1099 as required under this Settlement Agreement and applicable law; providing a due diligence declaration for submission to the Court upon completion of the terms of the Settlement; and for such other tasks as the Parties mutually agree or the Court orders. The Settlement Administrator shall keep the Parties timely apprised of the performance of all Settlement Administrator responsibilities, and shall not mail any payments to Plaintiffs, the LWDA, Plaintiffs' counsel or any PAGA Member unless and until the Settlement Administrator receives approval by the Parties to do so. Any legally mandated tax reports, tax filings, or other tax documents required by the administration of this Settlement shall be prepared by the Settlement Administrator. Any expenses incurred in connection with such preparation shall be part of the Settlement Administration Costs.

6. PAGA Member List. The PAGA Member List shall be used solely for the administration of this Settlement and for no other purpose, and shall not be shared with any persons or entity not employed by the Settlement Administrator and working on the administration of this Settlement. Because PAGA Members' sensitive personal information is included in the PAGA Member List, the Settlement Administrator shall maintain the PAGA Member List securely and in confidence, maintaining the strictest standards of data privacy. Access to the PAGA Member List shall be limited to employees of the Settlement Administrator with a need to use the PAGA Member List for administration of this Settlement. The Settlement Administrator shall permanently delete and destroy all electronic and hard copies of the PAGA Member List in its possession once settlement administration is concluded.

7. Funding of the Settlement. On or before the Funding Date, Defendant shall fund the Settlement by depositing the Gross Settlement Amount into the Settlement Fund Account to be established by the Settlement Administrator.

8. Payment of Attorneys' Fees and Attorneys' Expenses. Within fourteen (14) calendar days following the Funding Date, the Settlement Administrator shall pay from the Settlement Fund Account the Court-approved Attorneys' Fees and Attorneys' Expenses to Plaintiff's Counsel. Plaintiff's Counsel agrees to provide the Settlement Administrator with an executed IRS Form W-9 before payments for Attorneys' Fees and Attorneys' Expenses are issued. The Settlement Administrator shall issue an IRS Form 1099 to Plaintiff's Counsel for the payments made pursuant to this Paragraph. Defendant's payment of the Attorneys' Fees and Attorneys' Expenses to Plaintiff's Counsel shall constitute full satisfaction of the obligation to pay any and

all attorney's fees, expenses, and/or costs pertaining to the Action or the settlement of the Action as set forth in this Settlement Agreement.

9. Payment of Representative Enhancement Awards. Within fourteen (14) calendar days following the Funding Date, the Settlement Administrator shall pay from the Settlement Fund Account the Court-approved Service Awards to Plaintiffs.

10. Settlement Administration Costs. Within fourteen (14) calendar days following the Funding Date, the Settlement Administrator shall pay from the Settlement Fund Account the Court-approved Settlement Administration Costs.

11. Payment to LWDA. Within fourteen (14) calendar days following the Funding Date, the Settlement Administrator shall issue from the Settlement Fund Account a check payable to the LWDA for seventy-five percent (75%) of the Net Settlement Amount.

12. Individual PAGA Payments. Within fourteen (14) calendar days following the Funding Date, the Settlement Administrator shall mail the Individual PAGA Payments to the PAGA Members' last known mailing address. Prior to mailing, the Settlement Administrator will perform a search based on the National Change of Address Database for information to update and correct for any known or identifiable address changes. Any checks returned as non-deliverable on or before the Void Date will be sent promptly via regular First Class U.S. Mail to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator will promptly attempt to determine the correct address using a skip trace, or other search using the name, address or Social Security number of the PAGA Member involved, and will then perform a single re-mailing. Absent good cause, any check re-mailings will not extend the 180-day period to cash a check. Any checks issued to PAGA Members shall remain valid and negotiable for one hundred and eighty (180) calendar days from the date of their issuance and then shall become void on the 181st day after issuance, *i.e.*, the Void Date. Within fourteen (14) calendar days after the Void Date, any unclaimed funds in the Settlement Fund Account as a result of the failure to cash Individual PAGA Payment checks prior to the Void Date shall be paid by the Settlement Administrator to the State Controller Unclaimed Property Fund in the name of the individual who failed to cash their check.

13. Calculation of Individual PAGA Payments. All PAGA Members will receive an Individual PAGA Payment. The amount of each PAGA Member's Individual PAGA Payment will be calculated based on the total number of bi-weekly pay periods each PAGA Member worked as a non-exempt hourly employee in California during the PAGA Period. The PAGA Member must have worked one (1) or more shifts in order for a bi-weekly pay period to count as "worked." The Bi-Weekly Value will be calculated once the Net Settlement Amount and Aggrieved Employee Settlement Fund are determined based on the amounts approved by the Court for the Attorneys' Fees, Attorneys' Expenses, the Representative Enhancement Award, and Settlement Administration Costs. The Bi-Weekly Value will be the quotient of dividing the Aggrieved Employee Settlement Fund by the Total Bi-Weekly Pay Periods. The Bi-Weekly Value will be rounded to the nearest cent. If there are any settlement funds remaining in the Settlement Fund Account due to rounding the Bi-Weekly Value to the nearest cent, those funds will be paid to the LWDA in addition to the LWDA Payment. The Individual PAGA Payment to each PAGA

Member will be determined by multiplying the Bi-Weekly Value and the total number of bi-weekly pay periods each PAGA Member worked as a PAGA Member in California during the PAGA Period.

14. Tax Treatment of Individual PAGA Payments. One hundred percent (100%) of each Individual PAGA Payment shall be allocated to miscellaneous income for which an IRS Form 1099-MISC will issue, if required by law.

15. Administration of Taxes. The Settlement Administrator will be responsible for issuing to Plaintiffs, PAGA Members, and Plaintiff's Counsel, IRS Form 1099s or other tax forms as may be required by law for all amounts paid pursuant to this Settlement, and for forwarding all penalties to the appropriate government authorities.

16. Certification of Completion. Upon completion of administration of the Settlement, the Settlement Administrator will provide a written declaration under oath to certify such completion to the Court and counsel for all Parties. Plaintiffs' Counsel shall file this declaration with the Court according to the deadline set by the Court.

D. Dismissal of Gangwer Lawsuit and Plaintiffs' Individual Settlements

1. Plaintiffs agree that the Gangwer Lawsuit shall be dismissed with prejudice upon approval of the Settlement and funding of the Gross Settlement Amount.

2. Plaintiffs further agree to execute standalone general releases and that execution of those general releases is a condition precedent to enforcement of this Agreement.

E. Miscellaneous Provisions

1. Pay Periods/Escalator Clause. This PAGA Only settlement is based on the fact that on the date of mediation, March 3, 2025, there were approximately 252,000 PAGA Pay Periods from May 2, 2019, through the date of mediation on March 3, 2025. Following the mediation, the Parties agreed to end the PAGA Period at June 15, 2025. Should this number of PAGA Pay Periods in the PAGA Period increase by 10% or more (252,000 plus 10% of 252,000, or 277,200), then the Gross Settlement Amount will also be proportionally increased by the amount in excess of such 10% threshold (for example, if such increase in pay periods were 0.001% over, then the Gross Settlement Amount would increase 0.001%)~~., or Defendant will have the option of moving the end date of the PAGA Period back to such date that there are no more than 252,000 PAGA Pay Periods.~~ Prior to filing for approval, Defendant will send the Aggrieved Employee Data List and information regarding the number of PAGA Pay Periods for each Employee to the Administrator, who will then calculate the total number of Aggrieved Employees and PAGA Pay Periods and then the Parties will submit a declaration from the Administrator to the Court confirming the same with the approval motion

2. Remedial Measures. As part of this settlement, Defendant has undergone, and will continue to undergo, a review of its policies and practices as to the claims asserted in the Action,

and has undertaken and/or will undertake any appropriate changes or revisions of said policies and practices.

3. No Effect on Employee Benefits. Amounts paid to Plaintiffs and other PAGA Members pursuant to this Settlement Agreement do not count as earnings or compensation for purposes of any benefits (e.g., 401(k) plans or retirement plans) sponsored by Defendant, if applicable.

4. Tax Liability. The Parties make no representation as to the tax treatment or legal effect of the payments called for hereunder, and the Parties are not relying on any statement, representation, or calculation by any of the Parties or by the Settlement Administrator in this regard.

5. Circular 230 Disclaimer. EACH PARTY TO THIS AGREEMENT (FOR PURPOSES OF THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH PARTY TO THIS AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN "OTHER PARTY") ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR WILL ANY SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS, HER OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS AGREEMENT, (B) HAS NOT ENTERED INTO THIS AGREEMENT BASED UPON THE RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY'S OR ADVISER'S TAX STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS AGREEMENT. Defendant, Defendant's Counsel, Plaintiffs, and Plaintiffs' Counsel make no representation as to the tax treatment or legal effect of the payments called for hereunder, and Plaintiffs and PAGA Members are not relying on any statement, representation, or calculation by Defendant, Defendant's Counsel, or by the Settlement Administrator in this regard. Plaintiffs and PAGA Members understand and agree that they will be solely responsible for the payment of any taxes and penalties assessed on the payments described herein.

6. Plaintiffs Solely Responsible. Each Plaintiff understands and agrees that he or she will be solely responsible for the payment of any taxes and penalties assessed on the Service Awards and will hold Defendant, Defendant's Counsel, the Released Parties, and the Settlement

Administrator free and harmless from and against any claims resulting from treatment of such payments as non-taxable damages.

7. No Prior Assignments. The Parties and their counsel represent, covenant, and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or right herein released and discharged.

8. Exhibits Incorporated by Reference. The terms of this Settlement Agreement include the terms set forth in any attached Exhibits, which are incorporated by this reference as though fully set forth herein. Any Exhibits to this Settlement Agreement are an integral part of the Settlement.

9. Voiding of Settlement. While unanticipated based on the precedent set by *Turrieta v. Lyft, Inc.*, 16 Cal.5th 661 (2024), upon which the Parties are relying, the Parties agree that Defendant has the unfettered, unilateral right to withdraw from this Settlement, upon notice to Plaintiff's counsel, should either of the following occur:

a. There is a successful intervention in this action, including but not limited to by plaintiff(s) or their attorneys in other pending class and/or PAGA actions against Defendant; or
b. There is a successful objection to the proposed Settlement, including but not limited to a successful objection by the attorneys for the plaintiffs in other pending class and/or PAGA actions against Defendant.

10. Entire Agreement. This Settlement Agreement constitutes the entirety of the Parties' settlement terms, and no oral or written representations, warranties or inducements have been made to any Party concerning this Settlement Agreement or its Exhibits other than the representations, warranties and covenants contained and memorialized in the Settlement Agreement and its Exhibits. This Settlement Agreement replaces and supersedes the Term Sheet and any prior agreements between the Parties regarding the Released Claims.

11. Amendment or Modification. This Agreement may be amended or modified only by a formal written instrument signed by counsel for all Parties or their successors-in-interest.

12. Authorization to Enter Into Settlement Agreement. The Parties warrant and represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant to this Settlement Agreement to effectuate its terms. The person or persons signing this Settlement Agreement on behalf of Defendant represent and warrant that he/she/they are authorized to sign this Settlement Agreement on behalf of Defendant. Plaintiffs represent and warrant that they are authorized to sign this Settlement Agreement and that they have not assigned any claim covered by this Settlement to a third party.

13. Binding Agreement. The Parties warrant that they understand and have full authority to enter into this Settlement, and further intend that this Agreement will be fully

enforceable and binding on all Parties, and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply under federal or state law.

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

15. California Law Governs. All terms of this Settlement Agreement and Exhibits hereto will be governed by and interpreted according to the laws of the State of California.

16. Execution and Counterparts. This Agreement is subject only to the execution of all Parties. However, the Settlement Agreement may be executed in one or more counterparts. All executed counterparts and each of them, including facsimile, scanned, and e-mailed copies of the signature page, will be deemed to be one and the same instrument. Additionally, the Agreement may electronically signed, including by DocuSign or other verifiable electronic signature methods, pursuant to California Civil Code section 1633.7.

17. Acknowledgement that the Settlement is Fair, Adequate and Reasonable. The Parties believe this Agreement is a fair, adequate and reasonable settlement of the Action and have arrived at this Settlement after arm's-length negotiations facilitated by an experienced wage and hour class action mediator, and in the context of adversarial litigation, taking into account all relevant factors, present and potential. The Parties further acknowledge that they are each represented by competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness, adequacy and reasonableness of this Settlement.

18. Waiver of Certain Appeals. In the event the Court grants Approval of this Settlement, the Parties agree to waive appeals concerning this Settlement except as to the right to appeal Attorneys' Fees and/or Expenses in the event it is not approved as described above.

19. Captions. The captions and paragraph numbers in this Agreement are inserted for the reader's convenience, and in no way define, limit, construe or describe the scope or intent of the provisions of this Agreement.

20. Waiver. No waiver of any condition or covenant contained in this Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute a further waiver by such party of the same or any other condition, covenant, right or remedy.

21. Representation By Counsel. The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Agreement, and that this Agreement has been executed with the consent and advice of counsel and reviewed in full. Further, Plaintiffs and Plaintiffs' Counsel warrant and represent that there are no liens on the Agreement.

22. Cooperation and Execution of Necessary Documents. All Parties will cooperate in good faith and execute all documents to the extent reasonably necessary to effectuate the terms of this Agreement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties may seek the assistance of the Court to resolve such disagreement.

23. Publicity. The Parties agree that Plaintiffs will not communicate the fact of, or the terms of, this Settlement to members of the press, including to Verdicts and Settlements. The Parties and their attorneys also agree not to publish the fact of, or terms of, this Settlement or any related information on their website, for advertising purposes and/or in publication materials generally available to the public. Plaintiffs' Counsel may, however, for the limited purpose of allowing Plaintiffs' Counsel to prove adequacy as counsel in other actions, may disclose in court filings information available in the public records about the Action and Settlement.

It is hereby agreed.

Dated: _____

_____
Jamie Gangwer
On his own behalf, on behalf of alleged PAGA Members, and as representative of the State of California

Dated: _____

_____
Epiphany Seaman
On her own behalf, on behalf of alleged PAGA Members, and as representative of the State of California

Dated: _____

_____
Courtney Rose
On her own behalf, on behalf of alleged PAGA Members, and as representative of the State of California

Dated: _____

_____
Serena Negrete
On her own behalf, on behalf of alleged

PAGA Members, and as representative of the State of California

Dated: _____

_____
Audrey Torres
On her own behalf, on behalf of alleged PAGA Members, and as representative of the State of California

Dated: _____

_____
Cassandra Steiner
On her own behalf, on behalf of alleged PAGA Members, and as representative of the State of California

SAS RETAIL SERVICES, LLC

Dated: _____

_____
By: _____
Its: _____

Approved as to form:

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

Dated: _____

_____
Kyle R. Nordrehaug
AJ Bhowmik
Attorneys for Plaintiffs Epiphany Seaman, Courtney Rose, Serena Negrete, Audrey Torres, and Cassandra Steiner, on their own behalf and on behalf of alleged Aggrieved Employees

GIBBS MURA LLP

Dated: _____

_____
Steven Tindall
Attorneys for Plaintiff Jamie Gangwer, on his own behalf and on behalf of alleged Aggrieved Employees

Approved as to form:

LITTLER MENDELSON, P.C.

Dated: _____

_____
Fermin H. Llaguno
Nolan McCready
Kimberly M. Shappley
Attorneys for Defendant SAS Retail Services, LLC

4923-2101-9427.4 / 121498.1004

EXHIBIT #11

NOTICE OF PAGA SETTLEMENT

Epiphany Seaman, et al. v. SAS Retail Services, LLC,
Superior Court of the State of California, County of Orange, Case No. 30-2022-01292199-CU-OE-CXC

Apex Class Action Administration
P.O. Box _____
_____
Telephone: _____

«Barcode» «BarcodeString»
SIMID «SIMID»
«FirstName» «LastName»
«Address1» «Address2»
«City» «State» «Zip»

You are receiving this notice as a result of a lawsuit brought on a representative basis under the California Private Attorneys General Act, Labor Code § 2698 *et seq.* ("PAGA") by Plaintiffs Jamie Gangwer ~~("Gangwer")~~, Epiphany Seaman ~~("Seaman")~~, Courtney Rose ~~("Rose")~~, Serena Negrete ~~("Negrete")~~, Audrey Torres ~~("Torres")~~, and Cassandra Steiner ~~("Steiner")~~ (collectively "Plaintiffs") acting in a private attorney general capacity against Defendant SAS Retail Services, LLC ~~("Defendant" or "SAS")~~ (the "Action"). PAGA permits employees to bring an action on behalf of the State of California to recover civil penalties for Labor Code violations; 75% of the penalties recovered are paid to the Labor and Workforce Development Agency (LWDA) and 25% to the aggrieved employees. Through the Action, Plaintiffs sought to recover civil penalties for purported violations of the California Labor Code on behalf of all individuals employed by Defendant in hourly, non-exempt positions in California at any time during the PAGA Period (the "Settlement Employees"). The PAGA Period is ~~the period from May 2, 2019, to~~May 2, 2019, through ~~April 16~~June 15, 2025.

Plaintiffs' Third Amended Complaint ("Operative Complaint") alleges that Defendant failed to pay its Settlement Employees for the full amount of time they actually drove for Defendant, in violation of both minimum wage and overtime laws. Plaintiffs allege that rather than record the actual time Settlement Employees spend driving, Defendant enters the starting and ending locations into an application that generates a purported average drive time and distance for the trip. These generated figures were not tailored to the distance actually driven by the Settlement Employees or the time the drive actually took ~~to~~ for Settlement Employees to drive said m~~ai~~iles. As a result, Settlement Employees were regularly not paid for "all hours worked," nor for their corresponding overtime. Moreover, Plaintiffs allege that Defendants' failed to provide 30-minute meal periods before the end of the fifth hour of work. Defendant erroneously calculated the fifth hour of work from the time the Settlement Employees started working at their assigned location, rather than when they started driving. Similarly, because Defendant did not accurately track the time when Plaintiffs were on the clock, Plaintiffs allege rest periods were also non-compliant and untimely. Last, Plaintiffs allege that Defendant failed to include non-discretionary compensation, including: "Client IC Bonus Reduction", "Admin Bonus", "Employee Referral", "Retention Bonus", "ASM Bonus", "Spot Bonus", and "Signing Bonus" to the Settlement Employees' regular rate of pay, which resulted in an underpayment of overtime. Last, Plaintiffs allege that Defendant paid Settlement Employees at a rate lower than the IRS' standard mileage rate, resulting in inadequate business expense reimbursements. Plaintiffs further allege that Defendant failed to reimburse Settlement Employees for the business use of their personal cell phones, paid sick leave at the base rate rather than the regular rate of pay, provided wage statements that did not accurately reflect total hours worked, failed to timely pay wages during employment and at separation, and made unlawful deductions from wages, giving rise to claims for inaccurate wage statements, late payment of wages, and waiting time penalties.

Defendant denies all claims and allegations in the Action, denies that it owes any penalties to Plaintiffs and/or the Settlement Employees, and asserts that it has fully complied with all applicable Labor Code and all other provisions of law noted below. Nevertheless, to avoid further costs and time in defending the Action, Defendant has settled the Action, and the Court has approved the settlement and release of all "Released PAGA Claims". "Released PAGA Claims" are all claims for civil penalties available under PAGA based on the facts stated in the Operative Complaint and the PAGA Notices submitted by Plaintiffs to the LWDA, which occurred during the PAGA Period,

including all alleged PAGA violations of the Labor Code, including without limitation, §§ 201, 202, 203, 204, 210, 211, 218, 221, 223, 225.5, 226, 226.3, 226.7, 227.3, 233, 246, 246.5, 510, 512, 551, 552, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2800, 2802, the applicable IWC Wage Order(s), and Cal. Code Regs., tit. 8, section 11040 and expressly excluding all other claims, including Plaintiffs' individual claims, which are subject to a separate release, claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, and California class claims, and PAGA claims outside of the PAGA period. ~~all claims for PAGA penalties that were alleged based on the facts stated in the Operative Complaint and the PAGA Notices submitted by Plaintiffs to the LWDA, which occurred during the PAGA Period, including all alleged PAGA violations of the Labor Code, including without limitation, §§ 201, 202, 203, 204, 210, 211, 216, 218, 221, 223, 225.5, 226, 226.3, 226.7, 227.3, 233, 246, 246.5, 510, 512, 551, 552, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2800, 2802, the applicable IWC Wage Order(s), and Cal. Code Regs., tit. 8, section 11040 and expressly excluding all other claims, including Plaintiffs' individual claims, which are subject to a separate release, claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, and California class claims, and PAGA claims outside of the PAGA period~~. The *res judicata* effect of the judgment will be the same as that of the Release. "Released Claims" do not include a release of individual claims the PAGA Members may have against the Released Parties. However, the "Released Claims" do include a release of all individual PAGA claims (as defined above in this paragraph) the PAGA Members have against the Released Parties, excluding Plaintiffs' individual claims, which are subject to a separate agreement. By Judgment dated November _____, 2026, the Superior Court of California for the County of Orange approved the settlement of the Action and the Released PAGA Claims.

The Agreement negotiated by the Parties provides for a "Gross Settlement Amount" payment in the amount of $1,560,534.58 to resolve the Released PAGA Claims. After certain deductions, the amount remaining is the Net Settlement Amount, which is estimated to be no less than $987,861.07~~877,566.39~~. Of the Net Settlement Amount, seventy-five percent (75%) (no less than $740,895.80~~$658,174.79~~693,280.65) will be paid to the LWDA and the remaining twenty-five percent (25%) (no less than $246,965.27~~$219,391.60~~231,093.55) will be paid to the ~~Aggrieved Employees~~Settlement Employees.

The Individual PAGA Payment for each Settlement Employee shall be based on the number of pay periods each Settlement Employee worked during the PAGA Period as a Settlement Employee, as a percentage of the total pay periods worked by *all* Settlement Employees ~~during~~ from May 2, 2019 to ~~April 16~~June 15, 2025.

The Parties agree there is no statutory right for any Settlement Employee to object, opt out or otherwise exclude himself or herself from the Settlement. Nor is there any right for any Settlement Employee to dispute the value of the Individual PAGA Payment provided to them under this Settlement. All Settlement Employees are bound by the Release of PAGA Claims even if they do not cash their Individual PAGA Payment checks.

According to the Defendant's records, you are an Settlement Employee and are therefore eligible to receive an Individual PAGA Payment under the Court-approved allocation which is based upon the pay periods you worked during the PAGA Period. The enclosed settlement check shall remain valid for 180 days after mailing. After the void date, the Administrator shall transmit the funds represented by such checks to State Controller Unclaimed Property Fund in the name of the individual who failed to cash their check.~~California State Unclaimed Property Fund in your name.~~

Please Note: One hundred percent (100%) of your payment will be considered civil penalties; may be subject to local, state, and/or federal tax withholdings; and will be reported to the IRS and applicable state tax authorities. You should rely on your own tax advisors as to the tax consequences of your Individual PAGA Payment. One hundred percent (100%) of each Individual PAGA Payment shall be allocated to miscellaneous income for which an IRS Form 1099-MISC will issue, if required by law. Neither Plaintiff nor Defendant have made or will make any representations or warranties regarding the taxation of your Individual PAGA Payment. Nothing within this notice

or any other communication shall constitute or be construed or relied upon as tax advice within the meaning of United States Treasury Department Circular 230 (31 C.F.R. Part 10, as amended).

Do not call or write the Court or Office of the Clerk to ask questions about the settlement or your Individual PAGA Payment. If you have any questions, you may call or write to Apex (the Administrator) using the contact information at the top of this correspondence.

EXHIBIT #12

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF ORANGE

EPIPHANY SEAMAN, JAMIE GANGWER, COURTNEY ROSE, CASSANDRA STEINER, AUDREY TORRES, and SERENA NEGRETE, and on behalf of the State of California, as private attorney generals,

Plaintiff,

vs.

SAS RETAIL SERVICES, LLC, a Limited Liability Company; and DOES 1 through 50, inclusive,

Defendants.

Case No.: **30-2022-01292199-CU-OE-CXC**

[PROPOSED] ORDER AND JUDGMENT APPROVING PAGA SETTLEMENT

Hearing Date: November 5, 2026
Hearing Time: 2:00 p.m.
Judge: Hon. Melissa R. McCormick
Dept.: CX105
~~Hearing Date: October 29, 2026~~
~~Hearing Time: 2:00 p.m.~~
~~Judge: Hon. Melissa R. McCormick~~
~~Dept.: CX105~~

Action Filed: November 17, 2022
Trial Date: Not Set

ORDER AND JUDGMENT

1. Plaintiffs Jamie Gangwer, Epiphany Seaman, Courtney Rose, Cassandra Steiner, Audrey Torres, and Serena Negrete ("Plaintiffs") move for approval of the settlement of Plaintiffs' claims under the California Labor Code Private Attorneys General Act ("PAGA"), pursuant to California Labor Code § 2699(s), against Defendant SAS Retail Services, LLC ("Defendant").

2. Plaintiffs exhausted all administrative remedies required to bring the PAGA claims asserted in this action and is authorized to act as private attorneys general with respect to the PAGA claims being released under the terms of the Private Attorneys General Act Settlement Agreement and Amendment to the Private Attorneys General Act Settlement Agreement ~~PAGA Settlement Agreement~~ ("Settlement Agreement") attached hereto as Exhibit 1, which is incorporated by reference. The California Labor Workforce Development Agency (the "LWDA") was provided with notice of the Settlement and the motion for approval of the PAGA settlement via its online process, and no objection has been received to the settlement or the motion from the Labor Workforce Development Agency.

3. The Parties seek approval of the settlement of Plaintiffs' PAGA claims and the PAGA Payment to be paid as part of the settlement as set forth in the Settlement Agreement which was filed with the Court. The settlement provides for a Gross Settlement Amount in the total sum of $1,560,534.58, which includes the PAGA Payment, the Settlement Administrator Costs Payment (not to exceed $47,790) for Apex Class Action LLC to administer the settlement, Service Awards to be approved by the Court in an amount not to exceed a total amount $~~60,000~~ 15,000 ($~~10,000~~2,500 to each of the six (6) Plaintiffs), PAGA Counsel's Attorneys' Fees Payment in the amount of $~~520,178~~468,160.37 (which is ~~one-third~~ 30% of the PAGA Settlement and will be split 50/50 between the PAGA Counsel), and PAGA Counsel's Attorneys' Expenses Payment in the amount of $~~42,321.76~~41,723.14. The Net Settlement Amount of amount of $~~877,566.39~~987,861.07, which is the amount remaining of the Gross Settlement Amount after deduction of the Settlement Administrator Costs Payment, the Service Awards and PAGA Counsel's Attorneys' Fees Payment and PAGA Counsel's Attorneys' Expenses Payment, shall be allocated to Labor Code 2699 penalties of which

75% of the payment will be paid to the LWDA (no less than $~~658,174.79~~740,895.80) and 25% will be paid to the Aggrieved Employees (no less than $~~219,391.60~~246,965.27).

4. The Court, having reviewed the evidence and papers submitted and argument of counsel, pursuant to Labor Code section 2699(s)(2) hereby GRANTS the Plaintiffs' motion and approves the PAGA settlement as set forth in the Settlement Agreement and the PAGA Payment, which shall be allocated and paid out as set forth in the Settlement Agreement.

5. The "Aggrieved Employees" are defined as all individuals who are or were employed by defendant SAS Retail Services, LLC in California and classified as a non-exempt employee at any time during the during the PAGA Period. The PAGA Period is the period from May 2, 2019 and ending June 15, 2025.

6. Effective on the date when Defendant fully funds the Gross Settlement Amount, Defendant and the Released Parties (as defined in the PAGA Settlement Agreement) shall be entitled to a release of the Released Claims. The "Released Claims" are all claims for civil penalties available under PAGA based on the facts stated in the Operative Complaint and the PAGA Notices submitted by Plaintiffs to the LWDA, which occurred during the PAGA Period, including all alleged PAGA violations of the Labor Code, including without limitation, §§ 201, 202, 203, 204, 210, 211, 218, 221, 223, 225.5, 226, 226.3, 226.7, 227.3, 233, 246, 246.5, 510, 512, 551, 552, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2800, 2802, the applicable IWC Wage Order(s), and Cal. Code Regs., tit. 8, section 11040 and expressly excluding all other claims, including Plaintiffs' individual claims, which are subject to a separate release, claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, and California class claims, and PAGA claims outside of the PAGA period.. The *res judicata* effect of the judgment will be the same as that of the Release. "Released Claims" do not include a release of individual claims the PAGA Members may have against the Released Parties. However, the "Released Claims" do include a release of all individual PAGA claims (as defined above in this paragraph) the PAGA Members have against the Released Parties, excluding Plaintiffs' individual claims, which are subject to a separate agreement.~~all claims for PAGA~~

~~penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and the PAGA Notices submitted by Plaintiffs to the LWDA, which occurred during the PAGA Period, including all alleged PAGA violations of the Labor Code, including without limitation, §§ 201, 202, 203, 204, 210, 211, 216, 218, 221, 223, 225.5, 226, 226.3, 226.7, 227.3, 233, 246, 246.5, 510, 512, 551, 552, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2800, 2802, the applicable IWC Wage Order(s), and Cal. Code Regs., tit. 8, section 11040; (B) all claims that Defendant is liable under PAGA for the attorneys' fees and costs incurred in the prosecution of this Action on behalf of the PAGA Members; (C) all claims that Defendant is liable under PAGA for any other remedies, penalties, or interest based on the facts alleged in the Action; and (D) all claims that Plaintiffs and/or the PAGA Members may have against the Released Parties relating to the payment, taxation, and allocation of attorneys' fees and costs to Plaintiffs' Counsel pursuant to the Agreement (collectively the "Released Claims"). (Agreement at ¶A(23)). The Released Claims expressly excludes all other claims, including Plaintiffs' individual claims, which are subject to a separate release, claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, and California class claims, and PAGA claims outside of the PAGA period.~~

7. This settlement (including this Order) cannot be used, directly or indirectly, to introduce, use, or admit in this case or in any other judicial, arbitral, administrative, investigative or other forum or proceeding, as purported evidence of any violation of any federal, state, or local law, statute, ordinance, regulation, rule or executive order (i.e., evidence of a "first" or "initial" violation), or any liability, obligation, or duty at law or in equity, or for any other purpose. This settlement (including this Order) shall not be construed to be an admission by Defendant of any liability or wrongdoing as to Plaintiffs, the Aggrieved Employees, or any other person, and Defendant specifically disclaims any such liability or wrongdoing.

8. This claim asserted under PAGA in this action is dismissed with prejudice. After entry of this Order and Judgment, the Court shall, pursuant to Code of Civil Procedure §664.6, retain jurisdiction pursuant to California Code of Civil Procedure § 664.6 to construe, interpret, implement,

and enforce the Settlement Agreement, to hear and resolve any contested challenge to a claim for settlement benefits, and to supervise and adjudicate any dispute arising from or in connection with the distribution of settlement benefits.

9. Attached hereto as Exhibit 2 is the Notice of PAGA Settlement which will be disseminated to the Aggrieved Employees. The notice of entry of the judgment shall be mailed to the Aggrieved Employees along with the Notice of Settlement.

10. The Parties, their Counsel and the Settlement Administrator shall administer the Settlement in accordance with the terms of the Settlement Agreement.

11. The Final Accounting hearing is set for August 19, 2027 –at 9:00 a.m. PAGA Counsel shall submit a final administrator's report at least 9 court days before the hearing addressing the status of the settlement administration, including the actual amounts paid to the aggrieved employees and the other amounts distributed under the settlement, including any uncashed checks.

IT IS SO ORDERED AND ADJUDGED. LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY.

DATED:_____

_____
THE HONORABLE MELISSA MCCORMICK
JUDGE OF THE SUPERIOR COURT