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SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN FRANCISCO

SYED SHAMSUDDOHA, MIRIAM HERNANDEZ, ZACHARY LEWIS, RAFAEL MIRAVETE, and DEVON STARKS, as Covered Employees pursuant to the Private Attorneys General Act ("PAGA"),

Plaintiffs,

vs.

AUTOZONERS, LLC, a limited liability company; and DOES 1 through 10, inclusive,

Defendants.

Case No.: CGC-16-550266

DECLARATION OF SERGIO J. PUCHE IN SUPPORT OF MOTION TO APPROVE PAGA SETTLEMENT

Hearing Date: December 2, 2026
Hearing Time: 9:00a.m.
Dept.: 302
Judge: Hon. Joseph M. Quinn

Action Filed:
Trial Date: Not Set

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I, Sergio J. Puche, declare as follows:

1. I am an attorney at the law firm of Blumenthal Nordrehaug Bhowmik De Blouw LLP ("BNBD"), attorneys for Plaintiffs Zachary Lewis, Rafael Miravete, Devon Starks, Syed Shamsuddoha, and Miriam Hernandez (collectively "Plaintiffs"). As such, I am fully familiar with the facts, pleadings and history of this matter. I am submitting this declaration in support of the Plaintiff's Motion to Approve PAGA Settlement in this matter. The following facts are within my own personal knowledge, and if called as a witness, I could and would testify competently to the matters stated herein.

2. The Parties have finalized the terms of a Joint Stipulation of PAGA Settlement and Release ("Settlement," "Settlement Agreement," "Agreement," or "Stipulation"). A true and correct copy of the fully executed Settlement Agreement is attached hereto as Exhibit 1. On October 24, 2025, the Parties engaged in a mediation session before mediator Allison Eckstrom, Esq. Through arms-length negotiations with the assistance of the mediator, the Parties reached an agreement to settle the PAGA claims in this Action which led to the signing of a Memorandum of Understanding.

3. The Litigation –

(a) Plaintiffs' Counsel sent the necessary correspondence to the California Labor and Workforce Development Agency ("LWDA") on March 8, 2023, on behalf of Plaintiff Lewis, on December 30, 2015 on behalf of Plaintiff Hernandez and Plaintiff Shamsuddoha, and on April 30, 2025 on behalf of Plaintiff Stark, requesting authorization from the LWDA to seek civil penalties as provided by the Private Attorney General Act of 2004 ("PAGA") for the wage and hour violations alleged in the PAGA Notice. On June 2, 2026, Plaintiff Lewis sent Amended Notice to the LWDA and Defendant adding Plaintiff Rafael Miravete. (Puche Decl., at ¶ 3.) The 65-day notice period for the LWDA to notify of its intent to investigate Plaintiff Lewis' original claims expired on May 12, 2023; on March 4, 2016 with regard to Plaintiffs Hernandez and Shamsuddoha's claims; on July 4, 2025 with regard to Plaintiff Starks' claims, and on August 6, 2026, as to Plaintiffs Lewis and Miravete's Amended Notice. On May 17, 2023, Plaintiff Lewis filed a Representative Action Complaint in the Superior Court for the County of Orange alleging one cause of action for civil

penalties pursuant to Labor Code §§ 2699, et seq. (PAGA) for violations of the California Labor Code (the "Lewis PAGA Action"). On February 3, 2016, Plaintiffs Shamsuddoha and Hernandez filed a Representative Action Complaint in the Superior Court for the County of San Francisco alleging a single cause of action for civil penalties pursuant to PAGA ("Shamsuddoha and Hernandez PAGA Action"). Subsequently, on July 7, 2025 Plaintiff Stark filed a Representative Action Complaint in the Superior Court of Butte alleging a single cause of action for civil penalties pursuant to PAGA (the "Stark PAGA Action"). On September 22, 2026, the Parties filed a Joint Stipulation for Leave for Plaintiff to File a First Amended Complaint ("FAC"), which effectively consolidates the Shamsuddoha and Hernandez PAGA Action, and the Stark PAGA Action, into the Lewis PAGA Action. The Parties expect the FAC to be on file in advance of the PAGA Approval Motion Hearing.

Plaintiffs and Defendant agreed to mediate with Allison Eckstrom, Esq. Prior to the mediation, the Parties conducted significant investigation and discovery of the facts and law. Defendant produced hundreds of pages of documents relating to its policies, practices, and procedures regarding paying non-exempt employees for all hours worked, overtime, meal and rest period policies, payroll and operations policies, and more. Plaintiffs were also provided with sufficient records and data to determine the number of Covered Employees and the number of weekly pay periods in the Covered Period. The Parties agree that the above-described investigation and evaluation, as well as the information exchanged during the settlement negotiations, are more than sufficient to assess the merits of the Parties' positions and to compromise the issues on a fair and equitable basis.

(b) Plaintiffs' theory of PAGA liability as argued at mediation alleged that Defendant is liable for off the clock claims due to pre-shift work and restrictions on clocking in prior to their scheduled start time. Plaintiffs alleged they were required to conduct post shift duties off the clock such as taking out the trash, ringing up customers, closing accounts, installing wiper blades, installing batteries, and parking vehicles after being forced to clock out at the 8 hour mark. Additionally, Plaintiffs allege they could not take compliant meal periods due to the stores being short staffed, and stocking, delivery and customer service obligations. Plaintiffs argue that Defendant had a meal violation rate net of premiums paid of 16.5%. Moreover, Plaintiffs alleged they were required to

communicate on their personal cell phones off the clock and download the "Autozoners" and/or "Workday" applications on their personal cell phones. Plaintiffs argued that Defendant failed to pay for the hours worked, reporting time premiums or reimbursement for off the clock work and cell phone usage for scheduling. Plaintiffs allege Defendants failed to include additional remunerations in the regular rate of pay for paying overtime.

At mediation, Plaintiffs argued that, based on non-extrapolated sample data provided for mediation, Plaintiff alleged Defendant is liable for a myriad of PAGA Penalties, including PAGA waiting time penalties for approximately 21,019 former employees in the Covered Period; PAGA penalties for Unpaid Wages, Labor Code Section 226 Wage Statement Violations for approximately 35,689 employees; Failure to Reimburse a total of approximately 35,689 employees for 1,117,472 pay periods as indicated in the sample data received; and PAGA penalties for failure to pay Meal Premiums to 23,942 employees as identified from the sample data received. Defendant disputed all of those allegations, including that the data proved or supported any of those allegations.

(c) On October 24, 2025, the Parties engaged in a mediation session before mediator Allison Eckstrom, Esq., a respected and experienced mediator knowledgeable of both the wage and hour laws and representative claims at issue in this action. Through arms-length negotiations with the assistance of the mediator, following the mediation, the Parties reached an agreement to settle the PAGA claims in this action which led to the full execution of a Memorandum of Understanding memorializing the settlement on February 10, 2026. The settlement was negotiated in light of all known facts and circumstances and the uncertainty associated with litigation – including the risk of Plaintiffs not being able to maintain representative claims, the difficulty of proving Plaintiffs' claims in a manageable trial, the merits of Defendant's potential defenses, and the significant delay and potential appellate issues inherent to litigation – and was reached after extensive arm's length negotiations, with the assistance of the Parties' mediator.

(d) Pursuant to separate confidential settlement agreements, in addition to the Gross Settlement Amount, Defendant has agreed to separately pay Plaintiffs each an individual settlement to resolve all of their individual non-PAGA claims. The individual settlements are made in exchange

for general releases of all of Plaintiffs' individual non-PAGA claims arising out of their respective employment with Defendant, including a waiver of any unknown claims pursuant to California Civil Code § 1542, which will be detailed in separate confidential settlement agreements. (Agreement at ¶ 35). Defendant has agreed to separately pay Plaintiff an Individual Settlement to resolve all of her individual claims. (*Id*.). The Gross Settlement Amount excludes the individual settlements separately paid to Plaintiffs for a General Release of their claims, addressed further herein. As such, the Gross Settlement Amount does not include Plaintiffs' individual settlements which are separately funded by Defendant and memorialized in separate individual settlement agreements. (Agreement at ¶ 14). The individual claims are not at issue in this action and exist independent and apart from the PAGA claims at issue before the Court. *See Kim v. Reins Int'l Cal., Inc.*, 9 Cal. 5th 73, 80 (2020) (the "[s]ettlement of individual claims does not strip a Covered Employee of standing, as the state's authorized representative, to pursue PAGA remedies" nor resolve the PAGA claims.).

4. The claim before this Court on this motion is solely the representative claim under PAGA on behalf of the State of California for civil penalties pursuant to the PAGA. The PAGA settlement is subject to Court approval consistent with Labor Code §2699(1)(2) (2016). (Agreement at ¶¶ 3, 29.b., 37). The Agreement negotiated by the Parties provides for a "Gross Settlement Amount" payment in the amount of $2,380,000 to resolve the Released PAGA Claims (hereinafter referred to as the "Settlement"). From this Gross Settlement Amount of $2,380,000, there is a deduction of attorneys' fees ("Attorneys' Fees") in the amount of $793,333 (33.33% of the Gross Settlement Amount), which shall be allocated among Plaintiffs' Counsel as follows: 60% to BNBD and Gomez Law Firm ("GLF") [split 75% to BNBD, and 25% to GLF]; 25% to LE; 7.5% to CL; and 7.5% to MLF and UELG [split 50% to MLF, and 50% to UELG]; reimbursement of incurred costs ("Attorneys' Costs") in an amount not to exceed $68,000.00; Representative Enhancement Payments taken from the Gross Settlement Amount in the amount of Ten Thousand Dollars ($10,000) to each of the Plaintiffs (for a total of $50,000.00 in "Representative Enhancement Payments"); and Administration Fees and Costs ("Administration Fees and Costs") not to exceed $85,745 (Agreement at ¶¶ 28.b.iv.).

After these deductions, the amount remaining is the "Gross PAGA Fund", which is estimated to be no less than $1,382,922.

Of the Gross PAGA Fund of $1,382,922 seventy-five percent (75%) (no less than $1,037,191.50) will be allocated to the LWDA Payment and twenty-five percent (25%) (no less than $345,730.50) will be allocated to the Net PAGA Fund as Individual PAGA Payments. (Agreement at ¶ 28.b.iii.). "Covered Employee" means an individual who is or previously was employed by Defendant in California and is or was classified as a non-exempt employee at any time during the Covered Period. (Agreement at ¶ 10). This 75/25 allocation is required by Labor Code §2699 as explained by *ZB, N.A. v. Superior Court*, 8 Cal.5th 175 (2019), and the prior 75/25 split still applies because this Action was filed before June 2024. *See* Cal. Lab Code § 2699 (v) (2024).

Each Covered Employee's Individual PAGA Payment will be calculated by assigning a proportionate share of the Net PAGA Fund. Specifically, the Settlement Administrator will calculate each Covered Employee's proportionate share as follows: [Individual PAGA Payment] = [(Covered Employee's Relevant Workweeks) / (Total Relevant Workweeks for all Covered Employees)] * [Net PAGA Fund]. (Agreement at ¶ 28.b.iii.a). The Covered Period means October 5, 2022 through January 10, 2026. (Agreement at ¶ 10). At the mediation, Defendant estimated that between October 5, 2022, and March 3, 2025 (the "Mediation Data Period"), there were approximately 1,426,230 Relevant Workweeks (i.e., workweeks in which Covered Employees recorded as performing work as non-exempt, hourly employees in California). Extrapolating that forward to January 10, 2026 (the "Extrapolated Period"), Defendant estimated that during that period there would be approximately 1,919,313 Relevant Workweeks. (Agreement at ¶ 31).

Upon entry of final judgment, the Released Parties shall be entitled to a release for any "Released PAGA Claims" means any and all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts and legal theories stated in the Operative Complaint and all PAGA Notices submitted by Plaintiffs to the LWDA, which occurred during the Covered Period while employed in a non-exempt position in California. The Released PAGA Claims cover all allegations in in the Operative Complaint for PAGA penalties including: failure to pay or

properly pay all wages due (including regular wages, minimum wages, overtime wages, time rounding, "synthetic" timekeeping, double time wages, off the clock work, sick pay, sick leave wages, vacation wages, and all other wage payments); failure to properly calculate or pay the regular rate of pay; failure to provide properly meal and/or rest periods and/or to properly provide premium pay in lieu thereof; failure to properly calculate and/or pay meal and/or rest premiums; failure to reimburse all manner of business expenses; failure to provide suitable seating; failure to provide personnel records; recordkeeping violations; failure to provide complete and/or accurate wage statements; failure to properly and timely pay wages during employment; failure to properly and timely pay wages due upon termination of employment; failure to pay waiting time penalties; failure to provide paid sick leave; forced patronage; failure to pay accrued vacation pay; failure to pay or properly pay split shifts and/or reporting time; unlawful deductions from wages; and any other amounts recoverable under PAGA arising out of the Released PAGA Claims. The Released PAGA Claims exclude all other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, California class claims outside of the Covered Period, and PAGA claims outside of the Covered Period. The Released PAGA Claims also expressly exclude Plaintiffs' non-PAGA claims which are subject to a separate release, which will be set forth in a separate individual settlement agreement. (Agreement at ¶ 24). The "Released Parties" includes AutoZone, Inc. and AutoZoners, LLC and each of their past, present, and/or future, direct and/or indirect, officers, directors, members, managers, employees, agents, representatives, attorneys, insurers, partners, investors, shareholders, administrators, parent companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, and joint venturers. Upon full funding of the Gross Settlement Amount, the State of California, LWDA and all Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the "Released Parties" from all "Released PAGA Claims." (Agreement ¶¶ 23-25). "Released Parties" means(a) Defendant and any direct or indirect, former or present parents, subsidiaries, divisions, affiliates, and related entities of Defendant; (b) the predecessors, successors, and assigns of any of the entities in subparagraph (a);

and (c) each of the respective current, former, and future employees, officers, directors, members, managers, managing agents, agents, affiliates, partners, insurers, reinsurers, accountants, attorneys, investment bankers, trusts, trustees, payroll companies, shareholders, joint venturers, administrators, fiduciaries, heirs, subrogees, and executors of any entity identified in subparagraphs (a) and (b) in his, her, their, or its capacity as such. (Agreement at ¶¶23-25). Lastly, Administration Fees and Costs payment to the Administrator in an amount not to exceed $85,745 to perform the administrative duties to distribute the settlement money shall also be paid. (Agreement at ¶28.b.iv.). To the extent the Administration Fees and Costs are less, or the Court approves payment less than $85,745, the Administrator will retain the remainder in the Gross PAGA Fund. (*Id*.)

5. As experienced counsel, we believe that the PAGA Settlement is fair and reasonable and therefore should be approved in light of Defendant's potential defenses to the violations at issue, the risks and costs of continued litigation. Here, the Gross PAGA Settlement Amount of $2,380,000 constitutes $1.24 per weekly pay period. This PAGA Settlement amount compares favorably to the estimated amount of PAGA penalties. With the assistance of an expert, Plaintiffs calculated that the maximum amount of statutory PAGA civil penalties was potentially $191,931,300 based on 1,919,313 weekly pay periods applicable to the Covered Employees during the Covered Period. Stacking is where more than one civil penalty is imposed in a pay period for the same conduct. The valuation of $191,931,300.00 is the civil penalty amount without stacking. If stacking is permitted, then the valuation increases with each additional penalty added to each pay period. Plaintiffs, however, are not aware of any PAGA award which permitted stacking and in the cases cited herein, only one penalty per pay period was assessed. In addition, the recent amendment of PAGA casts further doubt on the availability of stacking penalties. Importantly, however, these calculations were performed at the maximum statutory rate for the penalties, when in fact, it is likely that any penalties awarded would be at a lower rate. California Labor Code Section 2699(e)(1) permits a Court to award a lesser amount than the maximum civil penalty if based on the facts and circumstances to do otherwise would result in an award that is "unjust, arbitrary and oppressive or confiscatory."

In *Carrington v. Starbucks Corp*., 30 Cal. App. 5th 504 (2018), the Court of Appeal affirmed

a judgment after trial which only provided for a PAGA penalty of $5 per pay period. Therefore, at trial, any PAGA penalties awarded would be comparable to Plaintiffs' calculation even where Plaintiffs prevailed on the PAGA claim. If the amount of $5 per bi-weekly pay period from *Carrington v. Starbucks* is used, the potential recovery of civil penalties would be $4,798,282.00, however, in analyzing all the claims and the action as a whole, Plaintiffs were forced to consider the risks of proceeding with litigating the action. This includes further risks if the case proceeded to trial such that the Court could award significantly less penalties than are statutorily prescribed if Defendant prevails on its arguments that it engaged in good faith conduct and maintained compliant employment policies. Plaintiffs also considered the risks and costs of litigating an appeal, as well as the costs of delay in obtaining payout for the LWDA and Covered Employees. Finally, public policy strongly favors the settlement of litigation. *Consumer Advocacy Group v. Kintetsu Enterprises of America* (2006) 141 Cal.App.4th 46, 63. Because the proposed Settlement is neither unjust nor ignores the public interest, it should be approved. Practically speaking, if Plaintiffs continued litigating this matter, the Plaintiffs, LWDA, and employees potentially could have received nothing if the Court had agreed with Defendant's position especially in light of the volatility of this area of law and the aforementioned defenses. The settlement is reasonable in light of the risks involved in this case—including the prospect of a potential adverse summary adjudication ruling, defenses to the case, potential appeal, costs of delay, and potential costs that could be forced on our client if Plaintiffs were not successful. Plaintiffs' Counsel are convinced that the proposed settlement is fair based on the negotiations and a detailed knowledge of the issues present in this action. The length and risks associated with a motion for summary adjudication, trial, and other normal perils of litigation have impacted the value of the claims and were all weighed in reaching the proposed settlement. In light of the above, the proposed Settlement is well within the range of reasonableness and should be granted approval. Plaintiffs believe that in providing employees with relief and obtaining penalties for the LWDA, this settlement furthers the purpose of PAGA to enforce compliance with the Labor Code and should be approved. Accordingly, the Gross PAGA Fund is highly reasonable in light of the risks and uncertainties associated with the PAGA claims in this case.

6. Here, Plaintiffs would need to prove that each Covered Employee suffered a violation for each period the employee worked in relation to meal or rest period violations, failure to pay minimum wages, failure to pay overtime and sick pay wages, failure to reimburse employees for required expenses, and failure to pay wages when due. Defendant maintains that Plaintiffs and the Covered Employees were properly compensated, and that it did not violate the Labor Code. Accordingly, Defendant disputes and denies Plaintiffs' allegations and claims asserted in both the PAGA Notice and the Operative Complaint, which are resolved by the Agreement. Defendant asserted additional defenses to the PAGA claim, not only as to liability but also as to the amount of the penalties. Defendant could argue that no penalties prior to the PAGA notification should be awarded because the violations were not intentional, and at least one Court has so ruled. These defenses present a risk to the PAGA claims and the potential that some or all of the PAGA penalties sought may not be awarded. Given Defendant's potential defenses to the violations at issue, the risks and costs of continued litigation, Plaintiffs and their attorneys believe that the Settlement is fair and reasonable.

Defendant has similarly concluded that it is desirable that the action is settled in the manner and upon the terms and conditions set forth in the Agreement in order to avoid further expense, inconvenience and distraction of further legal proceedings, as well as the uncertainty of litigation. Defendant has determined that it is desirable and beneficial to put to rest the claims in this action and Defendant agrees that the Settlement is fair, reasonable, and adequate.

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

As set forth in the accompanying proof of service, the LWDA has been provided notice of this motion and the Settlement. The decision of the LWDA to accept the Settlement and not oppose the motion should be given considerable weight. This is not a situation where the Court needs to be concerned about the rights of absent employees as in a class settlement, as this PAGA-only settlement

does not release the individual claims of absent employees other than PAGA claims, and the LWDA is a sophisticated government entity that is more than able to look out for its own rights.

The settlement was negotiated in light of all known facts and circumstances and the uncertainty associated with litigation – including the risk of Plaintiffs not being able to maintain representative claims, the difficulty of proving Plaintiffs' claims in a manageable trial, the merits of Defendant's potential defenses, and the significant delay and potential appellate issues inherent to litigation – and was reached after extensive arm's length negotiations, with the assistance of the Parties' mediator.

7. PAGA Counsel seek approval of Attorneys' Fees from the PAGA settlement in the amount of $793,333 representing 33.33% of the $2,380,000 Gross PAGA Settlement Amount payable to Plaintiffs' Counsel. "Plaintiffs' Counsel" means: (1) Blumenthal Nordrehaug Bhowmik De Blouw LLP ("BNBD"); (2) Lavi & Ebrahimian, LLC ("L&E"); (3) Capstone Law APC ("CL"); (4) The Markham Law Firm ("MLF"); and United Employees Law Group ("UELG"). ("Plaintiff's Counsel"). The Attorneys' Fees allocated among Plaintiffs' Counsel as follows: 60% to BNBD and Gomez Law Firm ("GLF") [split 75% to BNBD, and 25% to GLF]; 25% to LE; 7.5% to CL; and 7.5% to MLF and UELG [split 50% to MLF, and 50% to UELG].

First, the requested fees are justified by the result achieved. Plaintiffs' Counsel negotiated a recovery of $2,380,000 and this result justifies the requested fees equal to 33.33% of this recovery. This percentage is within the standard contingent recovery percentage of one-third, and this percentage is what was expressly approved by the Supreme Court in *Laffitte v. Robert Half Int'l Inc*., 1 Cal.5th 480, 504, (2016); *Amaro v. Anaheim Arena Mgmt., LLC*, 69 Cal. App. 5th 521, 545 (2021) (recognizing that "'fee awards in class actions average around one-third of the recovery'" regardless of "'whether the percentage method or the lodestar method is used.'" (*quoting Chavez v. Netflix, Inc*., 162 Cal.App.4th 43, 66, fn. 11 (2008)). A fee of $793,333, which constitutes 33.33% of the gross settlement is within the range of reasonableness. (See *Laffitte*, 1 Cal.5th at 503-504 [approving common fund method used for attorneys' request of one-third of settlement].) Historically, courts have awarded percentage fees in the range of 20% to 50%, depending on the circumstances of the case. (See *In re Activision Sec. Litig*., 723 F. Supp. at 1378.) Because Counsels' requested fee is reasonable and

falls well within the historical range of attorney's fee awards under the common fund theory, the Court should approve the requested fees as reasonable pursuant to the common fund approach.

Second, the fee award is justified by the work performed and contributions to the case. The fee award is less than PAGA Counsel's current lodestar of $946,035.50 representing a "negative multiplier", with significant additional work to be performed. As detailed in the accompanying billing statement from BNBD, true and correct copies of which are attached hereto as Exhibit #2, the current lodestar for my firm in this court matter as of September 23, 2026, is $227,307.50 for more than 360 hours of work prosecuting the claims being resolved by this Settlement. This time does not include time incurred after the billing was finalized and the time spent managing the completion of the settlement, which I estimate will add another $20,000 in additional lodestar. Generally, the Ninth Circuit and California Courts award positive multipliers between 2 to 4 times the lodestar to reward counsel for accepting the contingent risks of the litigation or obtaining good results. See, e.g., *Laffitte,* 1 Cal. 5th at 506 (approving one-third fee award with multiplier between 2.03 and 2.13); *Pellegrino v. Robert Half Intern., Inc*., 182 Cal.App.4th 278 (2010) (noting reasonable multipliers of 2.0 to 4.0 are often applied and affirming 1.75 multiplier); *Wershba v. Apple Computer, Inc.,* 91 Cal.App.4th 224, 254 (2001) (noting that multipliers can range from 2 to 4 or higher); *Vandervort v. Balboa Capital Corp.*, 8 F. Supp. 3d 1200, 1210 (C.D. Cal. 2014) (awarding one-third of fund, which was a 2.52 multiplier of lodestar); *Boyd v. Bank of America,* 2014 WL 6473804, at *11 (C.D. Cal. 2014) (awarding one-third of fund, which was a 2.58 multiplier of lodestar); *Hopkins v. Stryker Sales Corp.,* No. 11-CV-02786-LHK, 2013 WL 496358, at *6 (N.D. Cal. Feb. 6, 2013) (approving fee award that represented a multiplier of 2.76 as falling within the "majority" range for risk multipliers).

Third, consideration of the service factors justify the service of the lodestar. Courts multiply the lodestar by a factor to account for the risk of non-payment, delay in payment, the quality of work, and the novelty and difficulty of the issues involved. See *Ketchum v. Moses,* 24 Cal.4th 1122, 1132 (2001). Failure to apply a risk multiplier in cases that meet these criteria is an abuse of discretion. *Stetson v. Grissom,* 821 F.3d 1157, 1166 (9th Cir. 2016).

8. Finally, as to litigation expenses, Plaintiffs' Counsel will be recovering litigation expenses in the total amount of $54,394.43 which is less than the $68,000.00 allocation for costs in the Agreement, so the difference of $13,605.57 will be added to the Gross PAGA Fund. These expenses are documented in the accompanying Puche Decl. at ¶8;Policastro Decl. at ¶24; Perez Decl. at ¶28; Markham Decl. at ¶17; and Haines Decl. at ¶10.

The litigation expenses incurred by BNBD total $38,446.67 and were all reasonably necessary to the litigation. The specific itemization of costs incurred by my firm are detailed in Exhibit #2 attached hereto.

Experience and Qualifications

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

(a) Blumenthal Nordrehaug Bhowmik De Blouw LLP was responsible for handling the briefing and argument that resulted in the landmark ruling of *Sakkab v. Luxottica Retail N. Am., Inc.*, 803 F.3d 425 (9th Cir. 2015). There, Blumenthal Nordrehaug Bhowmik De Blouw LLP overcame opposition by Littler Mendelson and amici Curiae briefs submitted by Mayer Brown LLP to persuade the Ninth Circuit of the importance of the substantive rights of the State of California under the California Private Attorney General Act of 2004 ("PAGA"). Blumenthal Nordrehaug Bhowmik De Blouw LLP took the lead on this case where the ruling was the reaffirmation of the PAGA statute and the *Iskanian* rule. Blumenthal Nordrehaug Bhowmik De Blouw LLP also has recently engaged in noted appellate work on the subject of class actions in the California Court of Appeals resulting in the opinions handed down in *Securitas Sec. Services USA, Inc. v. Superior Court*, 234 Cal. App. 4th 1109, 184 Cal. Rptr. 3d 568 (2015) (class or representative action waiver in an employment-related arbitration agreement was unenforceable); *Altman v. Solarcity Corp.*, No. D067582, 2016 Cal. App.

Unpub. LEXIS 3536 (Ct. App. May 13, 2016) (same). In 2015, Blumenthal Nordrehaug Bhowmik De Blouw LLP received an award from the Daily Journal for Top Appellate Reversal, and Partner Kyle Nordrehaug received an award from the Daily Journal as Top Labor & Employment Attorney 2016.

(b) Blumenthal Nordrehaug Bhowmik De Blouw LLP has litigated hundreds of PAGA claims. In particular, in the last several years Blumenthal Nordrehaug Bhowmik De Blouw LLP negotiated court-approved PAGA settlements with: (i) Mattress Firm in the amount of $3,750,000 (*Miller v. Mattress Firm*, Santa Clara County Superior Court Case No. 17CV313148); (ii) CH Robinson in the amount of $630,000 (*Poublon v. C.H. Robinson*, U.S.D.C. Central District of California Case No. 12-06654); (iii) Accentcare in the amount of $500,000 (*Lanuza v. Accentcare*, San Francisco Superior Court Case No. CGC-18-565521); (iv) Prime Healthcare in the amount of $700,000 (*Ortega v. Prime Healthcare Paradise Valley, LLC*, Superior Court of California for the County of San Diego, Case No. 37-2014-00011240); (v) Planet Beauty in the amount of $200,000 (*Sanchez v. Beena Beauty Holding, Inc.*, Superior Court of California for the County of Los Angeles, Case No. BC566065); (vi) Holman Automotive Group in the amount of $580,000 (*Gabriel v. KUNI SDI, LLC, et al.*, Superior Court of California for the County of San Diego, Case No. 37-2017-00025191); (vii) Aircraft Service International in the amount of $1,100,000 (*Martin v. Aircraft Service International, Inc., et al.*, Superior Court of California, County of San Francisco Case No. CGC-18-566072); (viii) Easy Driving School in the amount of $896,000 (*Thomas v. Easy Driving School*, Superior Court for the County of San Diego, Case No. 37-2018-00047639); (ix) Café Rio in the amount of $835,000 (*Quincho v. Café Rio*, Superior Court for the County of San Bernardino, Case No. CIVDS2011822); (x) Altamed in the amount of $1,570,000 (*Meek v. Altamed Health Services*, Superior Court for the County of Los Angeles, Case No. 20STCV47464); (xi) Lululemon in the amount of $1,200,000 (*O'Donnell v. Lululemon USA, Inc.*, Superior Court for the County of Ventura, Case No. 56-2020-00542441); (xii) Yourmechanic in the amount of $1,285,000 (*Provost v. Yourmechanic, Inc.*, Superior Court for the County of San Diego, Case No. 37-2017-00024056); (xiii) Altamed in the amount of $1,570,000 (*Meek v. Altamed Health Services*, Superior Court for the County of Los Angeles, Case No. 20STCV47464); (ix) Oakhurst in the amount of $380,000 (*Neff v. Oakhurst*

Industries, Superior Court for the County of Los Angeles, Case No. 21STCV21110); (x) and, Gurnick Academy of Medical Arts in the amount of $545,000 (*Serna v. Gurnick Academy of Medical Arts*, Superior Court for the County of San Mateo, Case No. 22-CIV-01185); and, (xi) Lancaster Hospital in the amount of $815,000 (G*onzalez v. Lancaster Hospital Corporation* (Los Angeles Superior Court Case No. 22AVCV00254). Based upon our significant experience litigating claims for PAGA penalties, the opinion of experience counsel is that this is an excellent settlement and the PAGA Payment here is greater on a per pay period basis than similar settlements that my firm has previously negotiated, and which courts have approved.

(c) Then Chief Judge Irma Gonzales in a consolidated class action representing hundreds of armed forces officers held that Blumenthal Nordrehaug Bhowmik De Blouw LLP was "qualified counsel with extensive experience in class action litigation." *McPhail v. First Command Fin. Planning, Inc.*, 247 F.R.D. 598, 611 (S.D. Cal. 2007). Examples of other contested actions where class certification was granted Blumenthal Nordrehaug Bhowmik De Blouw LLP was appointed lead class counsel in wage and hour class actions in Federal Court include *Schulz v. Qualxserv, LLC*, 2012 U.S. Dist. LEXIS 58561 (S.D. Cal. 2012); *Dobrosky v. Arthur J. Gallagher Serv. Co., LLC*, No. EDCV 13-0646 JGB (SPx), 2014 U.S. Dist. LEXIS 106345 (C.D. Cal. July 30, 2014); *Culley v. Lincare Inc.*, No. 2:15-cv-00081-MCE-CMK, 2016 U.S. Dist. LEXIS 105704 (E.D. Cal. Aug. 10, 2016); *Nelson v. Avon Prods.*, No. 13-cv-02276-BLF, 2015 U.S. Dist. LEXIS 51104 (N.D. Cal. Apr. 17, 2015); *Orozco v. Illinois Tool Works*, U.S.D.C. Case No. 14-cv-02113-MCE, 2016 U.S. Dist. LEXIS 158115 (E.D. Cal. February 17, 2017); *Metrow v. Liberty Mutual*, U.S.D.C. Case No. EDCV 16-1133 JGB (C.D. Cal. May 1, 2017). Some examples of heavily contested State Court wage and hour class actions where class certification was obtained and BNBD was appointed lead class counsel include *Vakili v. Dignity Health, et al.*, San Francisco Superior Court, Case No. CGC-18-569456 (December 16, 2021); *Armstrong v. Ruan Transport*, San Bernardino Superior Court, Case No. CIVDS1605897 (August 11, 2020); *Spears v. Health Net of California*, Sacramento County Superior Court, Case No. 34-2017-00210560 (Oct. 8, 2019); *El Pollo Loco Wage and Hour Cases*, Orange County Superior Court, JCCP Case No. 4957 (July 30, 3018); *Torrento v. Lucile Packard Children's Hospital*, Santa Clara County

Superior Court Case No. 2016-1-CV-291035 (July 17, 2018); *Salem v. Alliance*, San Bernadino Superior Court, Case No. CIVRS1401129 (March 8, 2016); *Rivers v. Veolia*, Sonoma County Superior Court Case No. SCV 255350 (March 9, 2016); *Mathies v. Union Bank*, San Francisco Superior Court Case No. CGC-10-498077 (Sept. 11, 2013); *Jefferson v. Bottling Co, LLC*, Orange County Superior Court Case No. 30-2009-00180102-CU-OE-CXC (Sept. 7, 2010); *Rangel v. Balboa Ambulance Co.*, 37-2008-00095700-CU-BT-CTL (Fe. 11, 2010); *Tan v. CSAA*, Orange County Superior Court, Case No. 30-2008-00231219 (Nov. 23, 2009).

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

10. The hourly rates for staff at Blumenthal Nordrehaug Bhowmik De Blouw LLP are as follows: Partner Attorneys from $850 to $995, Associate Attorneys from $450 to $750, Paralegals from $250 to $275. This firm's hourly rates are based upon the Laffey Matrix with the appropriate 2%

increase adjustment for Southern California. A true and correct copy of the current Laffey Matrix is attached hereto as Exhibit #4. These hourly rates have been approved by Court's throughout California, including the Courts in the Superior Court of California. In fact, on August 1, 2018, District Judge Andre Birotte Jr. explicitly found that Class Counsel's "rates generally appear reasonable and 'in line with those prevailing in the [relevant] community'—the Central District of California". Finally, the reasonableness of Class Counsel's hourly rates is further confirmed by comparing such rates with the rates of comparable counsel practicing complex and class litigation as detailed in the National Law Journal Billing Survey. See e.g. *Zest IP Holdings, LLC v. Implant Direct MFG., LLC*, 2014 U.S. Dist. LEXIS 167563 (S.D. Cal. 2014) (finding that "Mayer Brown's $775 average billing rate for partners" and "Mayer Brown's $543 average associate billing rate" are reasonable rates when compared within 21 other firms practicing in the Southern District of California.) This survey is useful to show that Class Counsel's rates are in line with the comparable rates of the defense counsel that opposes these types of class claims, such as Mayer Brown noted above who is defense counsel in cases currently being prosecuted by Class Counsel. In another example from several years ago, Sheppard Mullin Richter & Hampton, who is opposing counsel in many cases prosecuted by Class Counsel (one of the most frequent opposing counsel), charged rates as high as $875 for partners and $535 for associates. Similarly, Paul Hastings, another opposing counsel in these types of cases, in years past historically charged between $900 and $750 for partners and $755 and $335 for associates. Thus, the rates charged by this firm for comparable work are less than these examples and are therefore undoubtedly reasonable.

11. LWDA – The PAGA Notices sent to the LWDA by Plaintiff's Lewis and Miravete are attached hereto as Exhibit #5. In addition, the LWDA is being served with this motion which includes the Agreement, as verified in the proof of service.

12. Settlement Administration – ILYM Group, Inc., ("ILYM") was selected as the Settlement Administrator based upon the estimates provided and by agreement of the Parties. We

obtained estimates from Apex Class Action Administration ("APEX"), and ILYM using the same criteria. The ILYM estimate provides for Administration Expenses in the amount of $79,950. The APEX estimate was $79,990. As a result, the lowest bid from ILYM was selected by the Parties. A Declaration from ILYM is submitted in support of this motion which addresses their qualifications and their estimate as Exhibit #6.

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

14. PAGA Penalties Valuation

(a) Plaintiffs' theory of PAGA liability as argued at mediation alleged that Defendant is liable for off the clock claims due to pre-shift work and restrictions on clocking in prior to their scheduled start time. Plaintiffs alleged they were required to conduct post shift duties off the clock such as taking out the trash, ringing up customers, closing accounts, installing wiper blades, installing batteries, and parking vehicles after being forced to clock out at the 8 hour mark. Additionally, Plaintiffs allege they could not take compliant meal periods due to the stores being short staffed, and stocking, delivery and customer service obligations. Plaintiffs argue that Defendant had a meal violation rate net of premiums paid of 16.5%. Moreover, Plaintiffs alleged they were required to communicate on their personal cell phones off the clock and download the "Autozoners" and/or "Workday" applications on their personal cell phones. Plaintiffs argued that Defendant failed to pay for the hours worked, reporting time premiums or reimbursement for off the clock work and cell phone usage for scheduling. Plaintiffs allege Defendants failed to include additional remunerations in the regular rate of pay for paying overtime.

At mediation, Plaintiffs argued that, based on non-extrapolated sample data provided for mediation, Plaintiff alleged Defendant is liable for a myriad of PAGA Penalties, including PAGA waiting time penalties for approximately 21,019 former employees in the Covered Period; PAGA penalties for Unpaid Wages, Labor Code Section 226 Wage Statement Violations for a approximately

35,689 employees; Failure to Reimburse a total of approximately 35,689 employees for 1,117,472 pay periods as indicated in the sample data received; and PAGA penalties for failure to pay Meal Premiums to 23,942 employees as identified from the sample data received. Defendant disputed all of those allegations, including that the data proved or supported any of those allegations.

(b) At the mediation, Defendant estimated that between October 5, 2022, and March 3, 2025 (the "Mediation Data Period"), there were approximately 1,426,230 Relevant Workweeks (i.e., workweeks in which Covered Employees recorded as performing work as non-exempt, hourly employees in California). Extrapolating that forward to January 10, 2026 (the "Extrapolated Period"), Defendant estimated that during that period there would be approximately 1,919,313 Relevant Workweeks.

(c) On October 24, 2025, the Parties engaged in a mediation session before mediator Allison Eckstrom, Esq., a respected and experienced mediator knowledgeable of both the wage and hour laws and representative claims at issue in this action. Through arms-length negotiations with the assistance of the mediator, following the mediation, the Parties reached an agreement to settle the PAGA claims in this action which led to the full execution of a Memorandum of Understanding memorializing the settlement on February 10, 2026.

(d) In *Carrington v. Starbucks Corp.*, 30 Cal. App. 5th 504 (2018), the Court of Appeal affirmed a judgment after trial which only provided for a PAGA penalty of $5 per pay period. Therefore, at trial, any PAGA penalties awarded would be comparable to Plaintiffs' calculation even where Plaintiffs prevailed on the PAGA claim. If the amount of $5 per bi-weekly pay period from *Carrington v. Starbucks* is used, the potential recovery of civil penalties would be $4,798,282.00, however, in analyzing all the claims and the action as a whole, Plaintiffs were forced to consider the risks of proceeding with litigating the action. This includes further risks if the case proceeded to trial such that the Court could award significantly less penalties than are statutorily prescribed if Defendant prevails on its arguments that it engaged in good faith conduct and maintained compliant employment policies. Plaintiffs also considered the risks and costs of litigating an appeal, as well as the costs of delay in obtaining payout for the LWDA and Covered Employees. Finally, public policy strongly

favors the settlement of litigation. *Consumer Advocacy Group v. Kintetsu Enterprises of America* (2006) 141 Cal.App.4th 46, 63. Because the proposed Settlement is neither unjust nor ignores the public interest, it should be approved. Practically speaking, if Plaintiffs continued litigating this matter, the Plaintiffs, LWDA, and employees potentially could have received nothing if the Court had agreed with Defendant's position especially in light of the volatility of this area of law and the aforementioned defenses. The settlement is reasonable in light of the risks involved in this case—including the prospect of a potential adverse summary adjudication ruling, defenses to the case, potential appeal, costs of delay, and potential costs that could be forced on our client if Plaintiffs were not successful. Plaintiffs' Counsel are convinced that the proposed settlement is fair based on the negotiations and a detailed knowledge of the issues present in this action. The length and risks associated with a motion for summary adjudication, trial, and other normal perils of litigation have impacted the value of the claims and were all weighed in reaching the proposed settlement. In light of the above, the proposed Settlement is well within the range of reasonableness and should be granted approval. Plaintiffs believe that in providing employees with relief and obtaining penalties for the LWDA, this settlement furthers the purpose of PAGA to enforce compliance with the Labor Code and should be approved. Accordingly, the Gross PAGA Fund is highly reasonable in light of the risks and uncertainties associated with the PAGA claims in this case.

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

(f) The violations predicated on the alleged miscalculation of the regular rate are based on the recent decision in *Ferra v. Loews Hollywood Hotel*, 11 Cal. 5th 858 (2021) and the subsequent decisions thereafter applying this decision to sick pay and meal premiums. Thus, Defendant could argue that the violations are because if a change in law, and not any intentional or knowing violation of the Labor Code. Defendant could also argue that they have since remedied the alleged violations

and that no violations are occurring now, which means that the deterrence effect of PAGA would be unnecessary.

(g) Under PAGA, Courts have considerable discretion to reduce the penalty award. In *Fleming v. Covidien*, 2011 U.S. Dist. LEXIS 154590 (C.D. Cal. 2011), a federal court reduced PAGA penalties from $2,800,000 to $500,000, a reduction of 82.2%, because the court found maximum penalties "unjust" because the employees had suffered no injuries. Some trial courts have actually awarded no civil penalties, even when Labor Code violations are established. See *Makabi v. Gedalia*, 2016 Cal. App. Unpub. 1489, *5-7 (2nd Dist. Ct. of App. Mar. 6, 2016) (no PAGA penalties were awarded by the Los Angeles County Superior Court) (unpublished decision); *In re Taco Bell Wage & Hour Actions*, 2016 U.S. Dist. LEXIS 48557, *40-43 (E.D. Cal. Apr. 6, 2016) (PAGA penalties denied after trial).

In order to recover any PAGA penalties, Plaintiffs would be required at trial to prove each of the underlying Labor Code violations. See *Cardenas v. McLane Foodservice, Inc*., 2011 U.S. Dist. LEXIS 13126, *10 (C.D. Cal. 2011) ("Given the statutory language [of PAGA], a plaintiff cannot recover on behalf of individuals whom the plaintiff has not proven suffered a violation of the Labor Code by the defendant."). Here, Plaintiffs would need to prove that each Covered Employee suffered a violation for each period the employee worked in relation to meal or rest period violations, failure to pay minimum wages, failure to pay overtime and sick pay wages, failure to reimburse employees for required expenses, and failure to pay wages when due.

Defendant maintains that Plaintiffs and the Covered Employees were properly compensated, and that it did not violate the Labor Code. Accordingly, Defendant disputes and denies Plaintiffs' allegations and claims asserted in both the PAGA Notice and the Operative Complaint, which are resolved by the Agreement. Defendant asserted additional defenses to the PAGA claim, not only as to liability but also as to the amount of the penalties. Defendant could argue that no penalties prior to the PAGA notification should be awarded because the violations were not intentional, and at least one Court has so ruled. These defenses present a risk to the PAGA claims and the potential that some or all of the PAGA penalties sought may not be awarded. Given Defendant's potential defenses to the

violations at issue, the risks and costs of continued litigation, Plaintiff and his attorneys believe that the PAGA Settlement is fair and reasonable.

16. Dismissal of Representative Claims – In exchange for the Gross Settlement Amount of $2,380,000, the Agreement provides for the accompanying Proposed Order and Judgment to be entered. The LWDA and the Covered Employees will be compensated for the dismissal of this action pursuant to the Agreement and the Judgment. The Judgment makes clear that no individual claims of the Aggrieved Employees are being affected or released by the Gross Settlement Amount.

17. The Released PAGA Claims are appropriately limited any and all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts and legal theories stated in the Operative Complaint and all PAGA Notices submitted by Plaintiffs to the LWDA, which occurred during the Covered Period while employed in a non-exempt position in California. The Released PAGA Claims cover all allegations in in the Operative Complaint for PAGA penalties including: failure to pay or properly pay all wages due (including regular wages, minimum wages, overtime wages, time rounding, "synthetic" timekeeping, double time wages, off the clock work, sick pay, sick leave wages, vacation wages, and all other wage payments); failure to properly calculate or pay the regular rate of pay; failure to provide properly meal and/or rest periods and/or to properly provide premium pay in lieu thereof; failure to properly calculate and/or pay meal and/or rest premiums; failure to reimburse all manner of business expenses; failure to provide suitable seating; failure to provide personnel records; recordkeeping violations; failure to provide complete and/or accurate wage statements; failure to properly and timely pay wages during employment; failure to properly and timely pay wages due upon termination of employment; failure to pay waiting time penalties; failure to provide paid sick leave; forced patronage; failure to pay accrued vacation pay; failure to pay or properly pay split shifts and/or reporting time; unlawful deductions from wages; and any other amounts recoverable under PAGA arising out of the Released PAGA Claims. (Agreement at ¶ 24).

The Released PAGA Claims is appropriately tailored to exclude all other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act,

unemployment insurance, disability, social security, workers' compensation, California class claims outside of the Covered Period, and PAGA claims outside of the Covered Period. The Released PAGA Claims also expressly exclude Plaintiffs' non-PAGA claims which are subject to a separate release, which will be set forth in a separate individual settlement agreement. (Agreement at ¶ 24). The release makes clear that it binds only the named Plaintiff and the State of California. The "Released Partes" includes AutoZone, Inc. and AutoZoners, LLC and each of their past, present, and/or future, direct and/or indirect, officers, directors, members, managers, employees, agents, representatives, attorneys, insurers, partners, investors, shareholders, administrators, parent companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, and joint venturers. (Agreement at ¶25).

18. Uncashed Checks and Cy Pres Beneficiary – Covered Employees who are sent Individual PAGA Payments will have 180 calendar days after the date of mailing to cash their settlement checks and will be so advised of such deadline. Ninety calendar days after the checks are mailed, the Settlement Administrator will mail reminder postcards to Covered Employees whose checks remain uncashed. If Covered Employees do not cash their checks within that period, or a check is undeliverable, those checks will become void, and the settlement payment amounts will be paid out to a mutually agreed-upon *cy pres* beneficiary: AutoZone Assistance Fund, pursuant to Code of Civil Procedure section 384. (Agreement at ¶¶ 17, 28.e.).

19. Representative Enhancement Payments - In the Agreement at paragraph 26 and 28(b)(i), "Representative Enhancement Payment" means the amounts which Plaintiffs will ask the Court to approve for payment from the Gross Settlement Amount in recognition of their effort and work in prosecuting the Actions on behalf of Covered Employees. (Agreement ¶¶ 26, 28(b)(i). The Representative Enhancement Payment to each Plaintiff is requested in the amount of $10,000 (totaling $50,000). Defendant shall not oppose Plaintiff's request for a Representative Enhancement Payment as part of the Motion for approval of the Settlement. (Agreement ¶¶ 1.26, 3.2.4). The Agreement provides for Representative Enhancement Payments to the named Plaintiffs not only for serving as the representatives for these claims, but also is justified in light of the reputational risk that Plaintiffs assumed by litigating claims against a former employer. See *Billinghausen v. Tractor Supply Co*., 306

F.R.D. 245, 267-68 (N.D. Cal. 2015) (finding "personal detriment" upon testimony that future employers can easily learn that a prospective employee served as a plaintiff through the internet); see also *Guippone v. BH S&B Holdings LLC*, No. 09 Civ. 1029, 2011 U.S. Dist. LEXIS 126026, at **4, 20 (S.D.N.Y. Oct. 28, 2011) ("[T]he fact that a plaintiff has filed a federal lawsuit is searchable on the internet and may become known to prospective employers when evaluating the person . . . Even where there is not a record of actual retaliation, notoriety, or personal difficulties, [representative Plaintiff] merit recognition for assuming the risk of such for the sake of absent [parties].").

Employers commonly screen employee candidates to determine whether they have ever filed suit, and employee candidates who might be branded "litigious" are likely to be screened out of the process. In fact, an entire industry has developed for providing employers with background information on employee candidates. By bringing this action against an employer, Plaintiffs have assumed considerable reputational risk that may impact their ability to find employment in the future. *La Fleur v. Medical Management Intern, Inc*., No. 13-00398-VAP, 2014 WL 2967475, *8 (C.D. Cal. June 25, 2014) (awarding $15,000 to each named plaintiff in part for attesting to their fear that the lawsuit will harm their future job prospects in the industry). (Id.)

Moreover, the separate settlement payment is reasonable because Plaintiffs "remained fully involved and expended considerable time and energy during the course of the litigation." See In Re Toys 'R' Us-Del FACTA Litig., 295 F.R.D. at 471 (citation omitted). Plaintiffs devoted their time and effort toward assisting his attorneys with the prosecution of the claims, and assisted counsel with finalizing the settlement. Service awards are regularly awarded in this amount. See e.g. *Andrews v. Plains All Am. Pipeline L.P.*, 2022 U.S. Dist. LEXIS 172183, at *11 (C.D. Cal. 2022) (finding that the requested service awards of $15,000 each are appropriate). (Id.)

Lastly, because PAGA is a "type of qui tam action," it is appropriate for the Plaintiffs to receive a modest additional payment from the settlement as a "bounty" for her special effort in vindicating the State's interests by enforcing its labor laws. See *Iskanian,* 59 Cal. 4th at 382 ("A PAGA representative action is therefore a type of qui tam action."); see also *People ex rel. Strathmann v. Acacia Research Corp.*, 210 Cal. App. 4th 487, 500 (2012) ("The person who brings the qui tam action,

called the 'relator,' stands in the shoes of the People of the State of California, who are deemed to be the real party in interest . . . The relator in a qui tam action under section 1871.7 does not personally recover damages but, if successful, receives [a portion] of the recovery as a bounty.") (internal citations omitted). (Id.)

Such a payment incentivizes employees to step forward to enforce the Labor Code. See *MMM Holdings, Inc. v. Reich*, 21 Cal. App. 5th 167, 180 (2018) ("The bounty advances the public purpose and benefit by encouraging private qui tam actions; indeed, this prospect of reward may be the only means of inducing such private parties to come forward with their information.") (internal quotations omitted). This is especially important in this context, as "the lack of government resources to enforce the Labor Code led to a legislative choice to deputize and incentivize employees uniquely positioned to detect and prosecute such violations through the PAGA." *Iskanian*, 59 Cal. 4th at 390. Absent the incentive payment, fewer employees would be willing to step forward, and PAGA's primary purpose—enforcement of the Labor Code—would be substantially undermined. (Id.)

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 3rd day of November 2026, at San Diego, California.

/s/ Sergio J. Puche
Sergio J. Puche

EXHIBIT: 1

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN FRANCISCO

SYED SHAMSUDDOHA AND MIRIAM HERNANDEZ, on behalf of the State of California, as a private attorney general,

Plaintiff,

vs.

AUTOZONERS, LLC, a Limited Liability Company; and DOES 1 through 50, inclusive,

Defendants.

Case No. CGC-16-550266

JOINT STIPULATION OF PAGA SETTLEMENT AND RELEASE

Action Filed: February 3, 2016
Trial Date: None

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This Joint Stipulation of PAGA Settlement and Release ("Settlement," "Settlement Agreement," "Agreement," or "Stipulation") is made and entered into by and between Plaintiffs Zachary Lewis, Rafael Miravete, Devon Starks, Syed Shamsuddoha, and Miriam Hernandez ("Plaintiffs") and Defendant AutoZoners, LLC ("Defendant") (together the "Parties").

DEFINITIONS

The following definitions are applicable to this Settlement Agreement as are definitions contained elsewhere in this Settlement Agreement:

1. "Action" or "Actions" means the following actions:
    a. *Zachary Lewis and Rafael Miravete vs. Autozoners*, LLC, Orange County Superior Court PAGA Case No. 30-2023-01326556-CU-OE-CXC; PAGA letter date March 8, 2023, Honorable Melissa R. McCormick (the "*Lewis* Action");
    b. *Devon Starks v. AutoZoners, LLC*, North Butte County Superior Court Case No. 25CV01813; and North Butte County Superior Court Case No. 25CV02748 (the "*Starks* Action");
    c. *Syed Shamsuddoha and Miriam Hernandez vs. AutoZo*ners*, LLC*, San Francisco Superior Court Case No. CGC-16-550266 (the "*Shamsuddoha* Action");
2. "Administration Fees and Costs" means the fees and costs payable from the Gross Settlement Amount to the Settlement Administrator for administering this Settlement, including, but not limited to: printing, distributing, and tracking documents for this Settlement; calculating estimated amounts per Covered Employee; tax calculations and reporting, if any; allocating and distributing the Gross Settlement Amount; calculating and distributing Attorneys' Fees, Attorneys' Costs, Representative Enhancement Payments, Individual Plaintiff Release Payments, Individual PAGA Payments, and LWDA Payments; providing necessary reports and declarations, and other duties and responsibilities set forth in this Settlement Agreement in order to process this Settlement and as requested by the Parties or Court. All of the costs, fees and expenses incurred by the Settlement Administrator in performing these functions shall be paid from the Gross Settlement Amount. The Administration Fees and Costs are estimated not to exceed $85,745.

3. "Approval" means the date on which the Court enters an order granting final approval of the Settlement Agreement.

4. "Attorneys' Costs" means the dollar value of the costs/expenses Plaintiffs' Counsel will ask the Court to approve for payment from the Gross Settlement Amount in association with their engagement with respect to the Actions. Defendant will not object to such payments taken from the Gross Settlement Amount. However, even in the event the Court reduces or does not approve any or all of the requested Attorneys' Costs, Plaintiffs and Plaintiffs' Counsel shall not have the right to revoke this Settlement and this Settlement will remain binding.

5. "Attorneys' Fees" means the dollar value of attorneys' fees which Plaintiffs' Counsel will ask the Court to approve for payment from the Gross Settlement Amount in association with their engagement with respect to the Actions. Defendant will not object to such payments taken from the Gross Settlement Amount. However, even in the event the Court reduces or does not approve any or all of the requested Attorneys' Fees, Plaintiffs and Plaintiffs' Counsel shall not have the right to revoke this Settlement and this Settlement will remain binding.

6. "Complaints" means the complaints pending in the Actions as of the date of the execution of this Agreement.

7. "Court" means the Superior Court of California, County of San Francisco.

8. "Covered Employee" means an individual who is or previously was employed by Defendant in California and is or was classified as a non-exempt employee at any time during the Covered Period.

9. "Covered Employee List and Data" means an electronic database containing information relating to the Covered Employees that Defendant will provide to the Settlement Administrator within fourteen (14) calendar days after judicial settlement Approval. The Covered Employee List and Data shall contain, to the extent such information is available in Defendant's existing electronic recordkeeping systems, the following information for Covered Employees: full names, last known addresses, Social Security Numbers, and the Covered Employee's number of Relevant Workweeks. This information shall remain confidential to the Settlement Administrator and will not be disclosed to Plaintiffs or Plaintiffs' Counsel absent approval from Defendant's Counsel, court order, or if the

disclosure of a specific Covered Employee's information is necessary to resolve objections or disputes relating to the Settlement or the individual's designated Relevant Workweeks.

10. "Covered Period" means October 5, 2022 through January 10, 2026.

11. "Defendant's Counsel" means Ogletree, Deakins, Nash, Smoak & Stewart, P.C.

12. "Effective Date" of the Settlement Agreement shall mean the date upon which all of the following have occurred: (1) the Court has signed an order approving the Settlement; (2) all objections to the Settlement have been resolved and the time permitted for objections has expired; (3) the passage of the date for seeking appellate review of the Court's Approval of the Settlement; and (4) if Plaintiffs' Counsel appeals the reduction (if any) of category of monetary award or distribution, the later of the dismissal or withdrawal of the appeal, or conclusion of the appeal and any subsequent court proceedings upon remand to the trial court. In no event shall the Effective Date occur before the judgment of the Court granting Approval of the Settlement.

13. "Gross PAGA Fund" means the value remaining from the Gross Settlement Amount after reductions to cover the Attorneys' Fees, Attorneys' Costs, Representative Enhancement Payments, and Administration Fees and Costs.

14. "Gross Settlement Amount" or "Maximum Settlement Amount" means the maximum settlement amount paid in consideration of this Settlement. The Gross Settlement Amount shall be the sum of Two Million Three Hundred Eighty Thousand Dollars ($2,380,000), to be paid by Defendant in full satisfaction of this Settlement, which includes all Attorneys' Fees, Attorneys' Costs to Plaintiffs' Counsel, the Representative Enhancement Payments, the Gross PAGA Fund (which consists of both the LWDA Payment and the Net PAGA Fund), and the Administration Fees and Costs to the Settlement Administrator. In no event will Defendant be liable for more than the Gross Settlement Amount except as otherwise explicitly set forth in Paragraph 31. The Gross Settlement Amount excludes the individual settlements separately paid to Plaintiffs for a General Release of their claims, addressed further herein. As such, the Gross Settlement Amount does not include Plaintiffs' individual settlements which are separately funded by Defendant and memorialized in separate individual settlement agreements.

15. "Individual PAGA Payments" means each Covered Employee's share of the Net PAGA Fund

to be distributed to the Covered Employees. Covered Employees cannot opt out of the Settlement and do not have the option of excluding themselves from their Individual PAGA Payments.

16. "LWDA Payment" means the amount that the Parties have agreed to pay to the California Labor and Workforce Development Agency ("LWDA") in connection with the Labor Code Private Attorneys General Act of 2004 (Cal. Lab. Code §§ 2698, et seq., "PAGA"). Specifically, the Parties have agreed that Seventy-Five Percent (75%) of the Gross PAGA Fund shall be allocated to the LWDA as the LWDA Payment.

17. "Net PAGA Fund" means Twenty-Five Percent (25%) of the Gross PAGA Fund. The entire Net PAGA Fund will be distributed to the Covered Employees on a pro rata basis according to their assigned number of Relevant Workweeks. The Individual PAGA Payments from the Net PAGA Fund shall be treated as miscellaneous income which shall be reported on an IRS Form 1099 without withholdings. All funds represented by uncashed checks remaining in the Net PAGA Fund will be assigned to the following *cy pres* beneficiary: AutoZone Assistance Fund. The Parties agree that this disposition results in no "unpaid residue" under California Civil Procedure Code § 384, as the entire Net PAGA Fund will be paid out to Covered Employees, whether they all cash their Individual PAGA Payments or not. Therefore, Defendant will not be required to pay any interest on said amount.

18. "Operative Complaint" means the First Amended Complaint ("FAC") in the first-filed *Shamsuddoha* Action and shall serve as the operative complaint in this action for purposes of the Settlement and Release. The Court's acceptance of the FAC for these purposes is a precondition for the effectiveness of this Settlement and a precondition for Defendant's payment of the Gross Settlement Amount.

19. "PAGA" means the Labor Code Private Attorneys' General Act of 2004 (Cal. Lab. Code §§ 2698, et seq.)

20. "Parties" means Plaintiffs and Defendant collectively.

21. "Plaintiffs' Counsel" means: (1) Blumenthal Nordrehaug Bhowmik De Blouw LLP ("BNBD"); (2) Lavi & Ebrahimian, LLC ("L&E"); (3) Capstone Law APC ("CL"); (4) The Markham Law Firm ("MLF"); and United Employees Law Group ("UELG").

22. "Relevant Workweek" means a week in which a Covered Employee recorded performing any compensable work for Defendant as a non-exempt employee in California during the Covered Period.

23. "Release of PAGA Claims" means the release (without any ability to opt out) of claims under PAGA for civil penalties by the Plaintiffs, the Covered Employees, the LWDA, and the State of California as described in Paragraph 34.

24. "Released PAGA Claims" means any and all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts and legal theories stated in the Operative Complaint and all PAGA Notices submitted by Plaintiffs to the LWDA, which occurred during the PAGA Period while employed in a non-exempt position in California. The Released PAGA Claims cover all allegations in in the Operative Complaint for PAGA penalties including: failure to pay or properly pay all wages due (including regular wages, minimum wages, overtime wages, time rounding, "synthetic" timekeeping, double time wages, off the clock work, sick pay, sick leave wages, vacation wages, and all other wage payments); failure to properly calculate or pay the regular rate of pay; failure to provide properly meal and/or rest periods and/or to properly provide premium pay in lieu thereof; failure to properly calculate and/or pay meal and/or rest premiums; failure to reimburse all manner of business expenses; failure to provide suitable seating; failure to provide personnel records; recordkeeping violations; failure to provide complete and/or accurate wage statements; failure to properly and timely pay wages during employment; failure to properly and timely pay wages due upon termination of employment; failure to pay waiting time penalties; failure to provide paid sick leave; forced patronage; failure to pay accrued vacation pay; failure to pay or properly pay split shifts and/or reporting time; unlawful deductions from wages; and any other amounts recoverable under PAGA arising out of the Released PAGA Claims. The Released PAGA Claims exclude all other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, California class claims outside of the Covered Period, and PAGA claims outside of the Covered Period. The Released PAGA Claims also expressly exclude Plaintiffs' non-PAGA claims which are subject to a separate release, which will be set forth in a separate individual settlement agreement.

25. "Released Parties" includes AutoZone, Inc. and AutoZoners, LLC and each of their past, present, and/or future, direct and/or indirect, officers, directors, members, managers, employees, agents, representatives, attorneys, insurers, partners, investors, shareholders, administrators, parent companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, and joint venturers.

26. "Representative Enhancement Payments" means the amounts which Plaintiffs will ask the Court to approve for payment from the Gross Settlement Amount in recognition of their effort and work in prosecuting the Actions on behalf of Covered Employees. Defendant will not object to such payments taken from the Gross Settlement Amount in the amount of Ten Thousand Dollars ($10,000) to each of the Plaintiffs (for a total of $50,000). However, even in the event that the Court reduces or does not approve any or all of the requested Representative Enhancement Payments, Plaintiffs and Plaintiffs' Counsel shall not have the right to revoke this Settlement Agreement and it will remain binding.

27. "Settlement Administrator" means the third-party class action settlement administrator chosen by Plaintiffs' Counsel and approved by the Court for the purposes of administering this Settlement, which shall be: ILYM Group, Inc. Defendant and Defendant's Counsel did not select the Settlement Administrator and shall not enter into any contractual relationship with the Settlement Administrator. The Administration Fees and Costs shall be paid out of the Maximum Settlement Amount. The Settlement Administrator's duties shall include, but are not limited to, reporting payments to all required taxing and other authorities, taking appropriate withholding from the individual payments, and issuing IRS Forms. It is also understood and agreed that the Settlement Administrator will establish a qualified settlement fund, or QSF, pursuant to Section 468B(g) of the Internal Revenue Code for the purpose of administering the Settlement. Plaintiffs, Plaintiffs' Counsel, Defendant, and Defendant's Counsel shall not bear any responsibility for errors or omissions in the calculation or distribution of the settlement payments or development of the list of recipients of settlement payments.

TERMS OF AGREEMENT

28. Plaintiffs, on behalf of themselves and the Covered Employees, and Defendant, agree as follows:

a. **Monetary Terms of Settlement:** The Gross Settlement Amount is Two Million Three Hundred Eighty Thousand Dollars ($2,380,000) subject to the terms and conditions as set forth in this Settlement Agreement. Under no circumstances shall Defendant be obligated to pay more than the Gross Settlement Amount except as provided in Paragraph 31. Each Covered Employee shall be responsible for paying their share of taxes due on their portion of the Gross Settlement Amount. This is a non-reversionary settlement, and all of the Gross Settlement Amount will be distributed. Defendant maintains no reversionary right to any portion of the Gross Settlement Amount. This Settlement does not require Covered Employees to submit a claim form to participate in the Settlement. Covered Employees will not be permitted to opt out of the settlement.

b. Division of Settlement Amounts:

i. **Representative Enhancement Payments:** Representative Enhancement Payments will be taken out of the Gross Settlement Amount and made as described above in the "DEFINITIONS" Section of this Agreement. Plaintiffs shall be solely and exclusively liable and responsible for all applicable tax obligations relating to or arising out of the Representative Enhancement Payments. Defendant will have no tax obligations or payments due relating to or arising out of their respective Representative Enhancement Payments.

ii. **Attorneys' Fees and Costs:** An award of Attorneys' Fees and Attorneys' Costs will be taken out of the Gross Settlement Amount and made as described above in the "DEFINITIONS" Section of this Agreement. The Attorneys' Fees shall be one-third of the Gross Settlement Amount, which is currently estimated to be $793,333, and shall be allocated among PAGA Counsel as follows: 60% to BNBD and Gomez Law Firm ("GLF") [split 75% to BNBD, and 25% to GLF]; 25% to LE; 7.5% to CL; and 7.5% to MLF and UELG [split 50% to MLF, and 50% to UELG]. Attorneys' Costs shall be documented in Plaintiffs' Counsel's billing statement and shall not exceed $68,000. Plaintiffs' Counsel will be solely and exclusively liable and responsible for all tax obligations relating to or arising out of such payments.

iii. **Gross PAGA Fund**: The Gross PAGA Fund will be taken out of the Gross Settlement Amount in an amount of not less than $1,382,922, with 75% (no less than $1,037,191.50

allocated to the LWDA Payment and 25% (no less than $345,730.50) allocated to the Net PAGA Fund as Individual PAGA Payments

a) **Individual PAGA Payments:** Each Covered Employee's Individual PAGA Payment will be calculated by assigning a proportionate share of the Net PAGA Fund. Specifically, the Settlement Administrator will calculate each Covered Employee's proportionate share as follows: *[Individual PAGA Payment] = [(Covered Employee's Relevant Workweeks) / (Total Relevant Workweeks for all Covered Employees)] * [Net PAGA Fund]*. The Individual PAGA Payments from the Net PAGA Fund shall be treated as miscellaneous income which shall be reported on an IRS Form 1099 without withholdings.

iv. **Administration Fees and Costs:** Administration Fees and Costs will be taken out of the Gross Settlement Amount in an amount not to exceed $85,745 except for a showing of good cause and as approved by the Court. To the extent the Administration Fees and Costs are less, or the Court approves payment less than $85,745, the Administrator will retain the remainder in the Gross PAGA Fund.

c. **Funding of Gross Settlement Amount:** The Gross Settlement Amount will be funded by a one-time deposit of Two Million Three Hundred Eighty Thousand Dollars ($2,380,000) into a qualified settlement fund account (to be established by the Settlement Administrator). That amount will be deposited within fourteen (14) calendar days of the Effective Date. Settlement funds will not be disbursed until after the Effective Date.

d. **Tax Allocation:** All taxes and tax obligations shall be allocated and handled as described above. All payments under this Settlement will be treated as miscellaneous income which shall be reported on an IRS 1099 without withholdings.

e. **Cashing of Checks:** Covered Employees who are sent Individual PAGA Payments will have 180 calendar days after the date of mailing to cash their settlement checks and will be so advised of such deadline. Ninety calendar days after the checks are mailed, the Settlement Administrator will mail reminder postcards to Covered Employees whose checks remain uncashed. If Covered Employees do not cash their checks within that period, or a check is undeliverable, those checks will become void, and the settlement payment amounts will be paid out to a mutually agreed-

upon *cy pres* recipient(s) pursuant to Code of Civil Procedure section 384. Any failure of a Covered Employee to deposit a check shall not affect the enforceability of the release of claims as stated in this Settlement Agreement, as the Parties jointly agree that valid consideration for same is the offer of monetary consideration by means of the offer of settlement and mailing of settlement checks.

f. **No Credit Toward Benefits Plan:** Any payments made pursuant to this Settlement shall not be utilized to calculate any additional benefits under any benefit plans to which any Covered Employees may be eligible, including, but not limited to profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties' intention that this Settlement Agreement shall not affect any rights, contributions, or amounts to which any Covered Employees may be entitled under any benefit plans.

29. **Non-Monetary Terms of Settlement:**

a. In connection with this Settlement, the Parties stipulated to file the FAC in the *Shamsuddoha* Action to add the parties and claims in the *Lewis* Action and the *Starks* Action, and to: (1) add Plaintiffs Miravete, Starks, Shamsuddoha, and Hernandez as named plaintiffs and PAGA representatives; (2) add all representative claims alleged in all of the Actions; and (3) add all claims included in the definition of Released PAGA Claims. The FAC is the operative complaint in the Action (the "Operative Complaint"), a copy of which will be submitted to the Court as an exhibit to Plaintiffs' Motion for Approval of the Settlement. After the FAC is filed, the Parties will submit a stipulation to stay the *Lewis* Action and *Starks* Action until the date of issuance of an order granting final approval of this Settlement. Upon final approval of this Settlement, Plaintiffs will dismiss the *Lewis* Action and *Starks* Action with prejudice. Once Approval is granted, the Parties will dismiss with prejudice: (1) *Zachary Lewis and Rafael Miravete vs. Autozoners*, LLC, Orange County Superior Court PAGA Case No. 30-2023-01326556-CU-OE-CXC; PAGA letter date March 8, 2023, Honorable Melissa R. McCormick; (2) *Devon Starks v. AutoZoners, LLC*, North Butte County Superior Court Case No. 25CV01813; and North Butte County Superior Court Case No. 25CV02748; and (3) *Syed Shamsuddoha and Miriam Hernandez vs. AutoZo*ners*, LLC*, San Francisco Superior Court Case No. CGC-16-550266 and abandon their rights to prosecute those actions.

b. The Court must grant Approval of the Settlement and accept the FAC as the Operative Complaint for this Settlement to be binding. If either of these do not occur, the FAC will be deemed withdrawn without prejudice to Plaintiffs seeking leave to amend their complaints. By stipulating to the filing of the FAC for the purpose of Settlement, Defendant is in no way agreeing that an amendment would be appropriate outside the context of this Settlement. Plaintiffs do not agree that the matter is or would be removable to federal court or that federal jurisdiction is proper.

i. Within ten calendar days after either (1) Approval if the Settlement is approved or (2) entry of order denying the Settlement if the Court does not approve the Settlement, Plaintiffs' Counsel will provide a copy of the Superior Court's judgment or order to the LWDA pursuant to Labor Code section 2699(*l*)(3) for each of the Actions.

30. **Settlement Administration Process:**

a. **Appointment of Settlement Administrator:** The Parties agree, subject to Court approval, that Plaintiffs will select a Settlement Administrator. The cost of settlement administration shall be paid out of the Gross Settlement Amount prior to distribution to the Covered Employees.

i. **Delivery of Covered Employee List and Data:** The Covered Employee List and Data will be provided to the Settlement Administrator as described above in the "DEFINITIONS" section of this Agreement. Within seven calendar days of receipt of the Covered Employee List and Data by the Settlement Administrator, the Settlement Administrator shall provide to Plaintiffs' Counsel the number of unique Covered Employees along with the number of Relevant Workweeks for each Covered Employee. All information provided to the Settlement Administrator shall be considered confidential and also subject to the Parties' stipulated protective orders. The Covered Employee List and Data shall be treated as confidential by the Settlement Administrator and will not be disclosed to Plaintiffs or Plaintiffs' Counsel absent approval from Defendant's Counsel, Court order, or if the disclosure of a specific Covered Employee's information is necessary to resolve

objections or disputes relating to the settlement or the individual's assigned Relevant Workweeks.

ii. **Settlement Packet**: No later than seven (7) calendar days after the Settlement Administrator receives the Covered Employee List and Data, the Settlement Administrator shall mail a mutually agreed-upon (by all Parties) cover letter and Individual PAGA Payment checks (together the "Settlement Packet") to all Covered Employees by First-Class United States mail. For each Settlement Packet that is returned undeliverable within thirty (30) calendar days of the initial mailing, the Settlement Administrator shall promptly attempt to locate an alternative, updated address for the Covered Employee at issue by using a skip-trace search and shall attempt one (1) re-mailing of the Settlement Packet.

iii. **Issuance of Payments**: Distribution of the Gross Settlement Amount to its various recipients will be made no later than thirty (30) calendar days after the Effective Date.

iv. **Certification of Completion**: Upon completion of administration of the Settlement, the Settlement Administrator shall provide a written declaration under oath to certify such completion to the Court and counsel for all Parties.

31. **Escalator Provision**: At the mediation, Defendant estimated that between October 5, 2022, and March 3, 2025 (the "Mediation Data Period"), there were approximately 1,426,230 Relevant Workweeks (i.e., workweeks in which Covered Employees recorded as performing work as non-exempt, hourly employees in California). Extrapolating that forward to January 10, 2026 (the "Extrapolated Period"), Defendant estimated that during that period there would be approximately 1,919,313 Relevant Workweeks. Defendant shall disclose the actual number of Relevant Workweeks prior to the filing of the motion for settlement approval. If, prior to the date of an order granting settlement approval, the Parties agree or the Court finds that the actual number of Relevant Workweeks during the Covered Period is

more than ten percent (10%) above 1,919,313 (i.e., more than 2,111,245), Defendant will have the option to either: (a) increase the Gross Settlement Amount by the percentage that the actual number of Relevant Workweeks exceeds 10% of the original estimate (e.g., if the total number of Relevant Workweeks is 11% above the original estimate, the Gross Settlement Amount would be increased by 1%); or, (b) shorten the Covered Period so that there is no increase above the 10% threshold.

32. **Circular 230 Disclaimer:** EACH PARTY TO THIS AGREEMENT 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.

33. 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 in this Settlement Agreement released and discharged.

34. Release of PAGA Claims: Upon the Effective Date, the Plaintiffs, the Covered Employees, the LWDA and the State of California (the "PAGA Releasing Parties") will fully and finally release and forever discharge the Released Parties, to the fullest extent permitted by law, of and from any and all Released PAGA Claims, whether known or unknown that occurred during the Covered Period. However, to be clear, the scope of the release is limited to the Released PAGA Claims. Plaintiffs and the Covered Employees may hereafter discover facts or legal arguments in addition to or different from those they now know or currently believe to be true with respect to the claims, causes of action, and legal theories of recovery in the Actions. Regardless, the discovery of new facts or legal arguments shall in no way limit the scope or definition of the Released PAGA Claims and, by virtue of this Agreement, the PAGA Releasing Parties shall be deemed to have, and by operation of the final judgment approved by the Court, shall have, fully, finally, and forever settled and released all of the Released PAGA Claims. The Parties understand and specifically agree that the scope of this Release is a material part of the consideration for this Agreement, was critical in justifying the agreed upon economic value of this Settlement, without it Defendant would not have agreed to the consideration provided, and is narrowly drafted and necessary to ensure Defendant is obtaining peace of mind regarding the resolution of claims that were or could have been alleged based on the facts, causes of action, and legal theories contained in the Actions. Each Covered Employee will be deemed to have made the foregoing release of Released PAGA Claims as if by manually signing it. In light of the method of notice set forth by this Settlement Agreement, the above release provisions shall apply even if a Covered Employee never receives mailed notice of the Actions or this Settlement.

35. **General Release by Plaintiffs:** Pursuant to separate confidential settlement agreements, in addition to the Gross Settlement Amount, Defendant has agreed to separately pay Plaintiffs each an individual settlement to resolve all of their individual non-PAGA claims. The individual settlements are made in exchange for general releases of all of Plaintiffs' individual non-PAGA claims arising

out of their respective employment with Defendant, including a waiver of any unknown claims pursuant to California Civil Code § 1542, which will be detailed in separate confidential settlement agreements. This Settlement Agreement shall not become effective or enforceable unless/until all Plaintiffs execute the General Release and the time for revocation of the General Release has expired.

36. **Acknowledgments Regarding Released Claims.** Plaintiffs acknowledge and agree that they (i) are not waiving any rights or claims that may arise after the date that Plaintiffs execute this Agreement, except with respect to any other signed Agreements such as the General Release of individual claims; (ii) Plaintiffs have received consideration beyond that to which Plaintiffs were previously entitled; (iii) Plaintiffs have been advised to consult with an attorney before signing this Agreement and Plaintiffs have thoroughly discussed all aspects of this Agreement with an attorney of Plaintiffs' choice to the extent Plaintiffs wish to do so; (iv) Plaintiffs have not received or relied on any tax advice from Defendant or Defendant's Counsel.

37. Settlement Documentation and Approval. The Settlement Agreement is contingent upon judicial Approval. If the Court does not approve this Settlement, the Settlement shall be null and void and shall not be admissible in any other proceeding or action. Notwithstanding the above, if the Court grants Approval of the Settlement but denies or reduces Plaintiffs' requests for Attorneys' Fees, Attorneys' Costs, Representative Enhancement Payments, Individual Plaintiff Release Payments, or Administration Fees and Costs, the Settlement shall remain binding and enforceable and shall not be terminated or determined null and void.

38. Approval Motion. Plaintiffs' Counsel shall draft and file a motion for Approval of the Settlement within thirty (30) days of the execution of this Agreement. The Parties agree that they will work collaboratively and exercise reasonable best efforts to defeat any objections or challenges to the Approval of the Settlement.

39. Preview of Filings. Plaintiffs will not file any documents with the Court relating to the Settlement without first providing Defendant's Counsel an opportunity to review the documents except as provided in this Paragraph. Specifically, Plaintiffs will provide Defendant's Counsel with draft documents no less than five business days before Plaintiffs plan to file such documents.

40. Joint Recitals. Neither Plaintiffs nor Plaintiffs' Counsel are currently aware (as of the date

of the execution of this Settlement) of: (a) any unalleged wage/hour claims in addition to or different from those released by this Settlement; (b) unalleged facts or legal theories supporting wage/hour claims different from those alleged in FAC, and (c) the identity of any specific persons who have expressed any interest in pursuing wage/hour claims against Defendant.

41. Judgment and Continued Jurisdiction. Upon Approval of the Settlement by the Court, the Parties shall present the judgment to the Court for its approval. After entry of the judgment, the Court shall have continuing jurisdiction solely for purposes of addressing: (a) the interpretation and enforcement of the terms of the Settlement; (b) Settlement administration matters; and (c) such post-judgment matters as may be appropriate under court rules or as set forth in this Settlement. Within ten calendar days of either the entry of judgment or the entry of order denying or granting the Settlement, Plaintiffs' Counsel shall provide a copy of the superior court's judgment or order to the LWDA in all Actions pursuant to Labor Code section 2699(*l*)(3).

42. Exhibits Incorporated by Reference. This Settlement Agreement and any attached Exhibits constitute the entirety of the Parties' Settlement terms. No other prior or contemporaneous written or oral agreements may be deemed binding on the Parties.

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

44. **No Admission/Denial of Liability.** The Parties enter into this Settlement in order to resolve the dispute that has arisen between them and to avoid the burden, expense and risk of continued litigation. In entering into this Settlement, Defendant does not admit, and specifically denies, that it violated any federal, state, or local law; violated any regulations or guidelines promulgated pursuant to any statute or any other applicable laws, regulations or legal requirements; breached any contract; violated or breached any duty; engaged in any misrepresentation or deception; or engaged in any other unlawful conduct with respect to its employees. Neither this Settlement Agreement, nor any of its terms or provisions, nor any of the negotiations connected with it, will be construed as an admission or concession by Defendant of any such violations or failures to comply with any applicable law. Except as necessary in a proceeding to enforce the terms of this Settlement, this Settlement Agreement and its terms and provisions will not be offered or received as evidence in any

action or proceeding to establish any liability or admission on the part of Defendant or to establish the existence of any condition constituting a violation of, or a non-compliance with, federal, state, local or other applicable law.

45. **No Publicity.** Plaintiffs and Plaintiffs' Counsel agree not to disclose or publicize the Settlement, including the fact of the Settlement, its terms or contents, and the negotiations underlying the Settlement, in any manner or form, directly or indirectly, to any person or entity, except potential Covered Employees and as shall be contractually required to effectuate the terms of the Settlement. For the avoidance of doubt, this Paragraph means Plaintiffs and Plaintiffs' Counsel agree to not issue press releases, communicate with, or respond to any media or publication entities, publish information in any manner or form, whether printed or electronic, on any medium, with any person or entity concerning the Settlement, including the fact of the Settlement, its terms or contents and the negotiations underlying the Settlement, except as shall be contractually required to effectuate the terms of the Settlement. The Parties may, however, discuss the terms of this Settlement with their spouses, attorneys, financial advisors, tax advisors, and accountants, or upon a valid court order, at which time the individual receiving information about the terms of this Settlement shall be informed that the terms of this Settlement are confidential, and the individual may not reveal or disclose to any third party the terms of the Settlement. Further, for the limited purpose of allowing Plaintiffs' Counsel to prove adequacy as class counsel in other actions, or to seek approval of unrelated settlements, Plaintiffs' Counsel may disclose in court filings the name of the Parties in the action and the venue/case number of this action, and other information in the public record (but not any other settlement details) for such purposes.

46. Integration. Each Party warrants that no promise or inducement has been offered or made to that Party except as set forth in this Settlement Agreement. It is understood and agreed by each Party that this Settlement Agreement specifically supersedes any and all prior agreements and understandings, written or oral, express or implied, between Defendant, Plaintiffs' Counsel, and/or Covered Employees.

47. Governing Law. This Settlement Agreement is made under the laws of the State of California, without regard to otherwise applicable principles of conflicts of laws, whether of the State

of California or any other jurisdiction.

48. Authority to Sign. The signatories to this Settlement Agreement represent and warrant that they each have the authority to sign on behalf of their designated Parties. This Settlement Agreement may be executed in counterparts and each counterpart, when executed, shall have the efficacy of a second original. Photographic or facsimile copies of any such signed counterparts may be used in lieu of a second original. Photographic or facsimile copies of any such signed counterparts may be used in lieu of the original for any said purpose.

49. **Acknowledgment that the Settlement is Fair and Reasonable.** The Parties believe this Settlement Agreement is a fair, adequate, and reasonable settlement of the Actions and have arrived at this Settlement after arm's-length negotiations 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 of their choice and that they have had an opportunity to consult with their counsel regarding the fairness and reasonableness of this Settlement.

50. **Invalidity of Any Provision:** Before declaring any provision of this Settlement Agreement invalid, the Court must first attempt to construe the provision as valid to the fullest extent possible consistent with applicable precedents so as to render all provisions of this Settlement Agreement valid and enforceable.

51. **Waiver of Certain Appeals:** The Parties agree to waive appeals except, however, Plaintiffs' Counsel may appeal any reduction in the Attorneys' Fees and Attorneys' Costs below the amount they request from the Court.

52. **Captions:** The captions and paragraph numbers in this Settlement 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 Settlement Agreement.

53. **Waiver:** No waiver of any condition or covenant contained in this Settlement Agreement or failure to exercise a right or remedy by any of the Parties shall be considered to imply or constitute a further waiver by such Party of the same or any other condition, covenant, right or remedy.

54. **Enforcement Action:** In the event that one or more of the Parties institutes any legal action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement or

to declare rights and/or obligations under this Settlement, the successful Party or Parties shall be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement actions.

55. **Mutual Preparation:** The Parties have had a full opportunity to negotiate the terms and conditions of this Settlement Agreement. Accordingly, this Settlement Agreement shall not be construed more strictly against one Party than another merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being recognized that, because of the arm's-length negotiations between the Parties, all Parties have contributed to the preparation of this Settlement Agreement.

56. **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 Settlement Agreement.

57. **All Terms Subject to Final Court Approval:** All amounts and procedures described in this Settlement Agreement shall be subject to final Court approval.

58. **Conditions Precedent**: This Settlement will become final and effective only upon the occurrence of the following events: (i) the Court enters an order granting Approval of the Settlement and a final judgment; (ii) all of the conditions described above are satisfied; and (iii) the Effective Date occurs.

59. **Nullification of Settlement Agreement:** In the event that this Settlement Agreement is not finally approved by the Court, fails to become effective, or is reversed, withdrawn or modified by the Court without approval by the Parties, or in any way prevents or prohibits Defendant from obtaining a complete resolution of the claims as described herein: (i) this Settlement Agreement shall be void ab initio and of no force or effect, and shall not be admissible in any judicial, administrative or arbitral proceeding for any purpose or with respect to any issue, substantive or procedural; and (ii) none of the Parties to this Settlement will be deemed to have waived any claims, objections, defenses or arguments in the Actions.

60. Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day

after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiffs:

Norman Blumenthal
norm@bamlawca.com
Kyle R. Nordrehaug
kyle@bamlawca.com
Blumenthal Nordrehaug Bhowmik De Blouw LLP
2255 Calle Clara
La Jolla, California 92037
Telephone: (858) 551-1223

Joseph Lavi
jlavi@lelawfirm.com
Vincent C. Granberry
vgranberry@lelawfirm.com
Lavi & Ebrahimian, LLP
8889 W. Olympic Boulevard, Suite 200
Beverly Hills, California 90211
Telephone: (310) 432-0000

Robert Drexler
Robert.Drexler@CapstoneLawyers.com
Capstone Law APC
1875 Century Park East, Suite 1860
Los Angeles, California 90067
Telephone: (310) 556-4811

David R. Markham
dmarkham@markham-law.com
Lisa Brevard
lbrevard@markham-law.com
The Markham Law Firm
888 Prospect Street, Suite 200La Jolla, CA 92037
Telephone: (619) 399-3995

To Defendant:

Evan R. Moses
evan.moses@ogletree.com
Ogletree, Deakins, Nash, Smoak & Stewart, P.C.
400 South Hope Street, Suite 1200
Los Angeles, CA 90071
Telephone: (213) 239-9800

61. Interim Stay of Proceedings: The Parties agree to stay all proceedings in the Actions, except such proceedings necessary to implement and complete the Settlement, pending the Approval to be conducted by the Court.

Dated: 9/22/26, 2026

ZACHARY LEWIS

zachary lewis

zachary lewis (Sep 22, 2026 17:57:46 PDT)

Dated: 9/22/26, 2026

RAFAEL MIRAVETE

Rafael Miravete (Sep 22, 2026 14:31:05 PDT)

Dated: _____, 2026

DEVON STARKS

_____

Dated: _____, 2026

SEYED SHAMSUDDOHA

_____

Dated: _____, 2026

MIRIAM HERNANDEZ

_____

Dated: September 22, 2026

AUTOZONERS, LLC

_____

Name: Jennifer Bedsole

Title SVP, General Counsel & Secy

Dated: September 22, 2026

AUTOZONERS, LLC

_____

Name: Jamere Jackson

Title Chief Financial Officer

Approved by counsel as to form:

Dated: October 30, 2026

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

By: _____

Kyle Nordrehaug

Attorneys for Plaintiffs

Dated: _____, 2026

ZACHARY LEWIS

_____

Dated: _____, 2026

RAFAEL MIRAVETE

_____

Dated: _____, 2026

DEVON STARKS

_____

Dated: Oct 29, 2026, 2026

SYED SHAMSUDDOHA

Syed Shamsuddoha

Syed Shamsuddoha (Oct 29, 2026 17:38:15 EDT)

Dated: _____, 2026

MIRIAM HERNANDEZ

_____

Dated: _____, 2026

AUTOZONERS, LLC

_____

Name:
Title

Dated: _____, 2026

AUTOZONERS, LLC

_____

Name:
Title

Approved by counsel as to form:

Dated: _____, 2026

BLUMENTHAL NORDREHAUG
BHOWMIK DE BLOUW LLP
By:

_____

Kyle R. Nordrehaug

Attorneys for Plaintiffs

Dated: _____, 2026

ZACHARY LEWIS

_____

Dated: _____, 2026

RAFAEL MIRAVETE

_____

Dated: _____, 2026

DEVON STARKS

_____

Dated: _____, 2026

SEYED SHAMSUDDOHA

_____

Dated: Oct 29, 2026, 2026

MIRIAM HERNANDEZ

M[redacted]ernandez (Oct 29, 2026 15:09:39 PDT)

Dated: _____, 2026

AUTOZONERS, LLC

_____

Name:
Title

Dated: _____, 2026

AUTOZONERS, LLC

_____

Name:
Title

Approved by counsel as to form:

Dated: _____, 2026

BLUMENTHAL NORDREHAUG
BHOWMIK DE BLOUW LLP
By:

_____

Kyle R. Nordrehaug

Attorneys for Plaintiffs

Dated: September 23, 2026

LAVI & EBRAHIMIAN, LLP
By: Joseph Lavi

Joseph Lavi
Vincent Granberry

Attorneys for Plaintiffs

Dated: _____, 2026

CAPSTONE LAW APC
By: _____

Robert Drexler

Attorneys for Plaintiffs

Dated: _____, 2026

THE MARKHAM LAW FIRM
By: _____

David R. Markham

Attorneys for Plaintiffs

Dated: _____, 2026

UNITED EMPLOYEES LAW GROUP

By: _____

Walter Haines

Attorneys for Plaintiffs

Dated: _____, 2026

OGLETREE, DEAKINS, NASH, SMOAK & STEWART, P.C.

By: _____

Evan R. Moses

Attorneys for Defendant
AUTOZONERS, LLC

Dated: _____, 2026

LAVI & EBRAHIMIAN, LLP
By: _____

Joseph Lavi
Vincent Granberry

Attorneys for Plaintiffs

Dated: October 29, 2026

CAPSTONE LAW APC
By: _____

Robert Drexler

Attorneys for Plaintiffs

Dated: _____, 2026

THE MARKHAM LAW FIRM
By: _____

David R. Markham

Attorneys for Plaintiffs

Dated: October 30, 2026

UNITED EMPLOYEES LAW GROUP

By: _____

Walter Haines

Attorneys for Plaintiffs

Dated: _____, 2026

OGLETREE, DEAKINS, NASH, SMOAK & STEWART, P.C.

By: _____

Evan R. Moses

Attorneys for Defendant
AUTOZONERS, LLC

Dated: _____, 2026

LAVI & EBRAHIMIAN, LLP
By: _____
Joseph Lavi
Vincent Granberry

Attorneys for Plaintiffs

Dated: _____, 2026

CAPSTONE LAW APC
By: _____
Robert Drexler

Attorneys for Plaintiffs

Dated: 10/30/2026, 2026

THE MARKHAM LAW FIRM
By: _____
David R. Markham

Attorneys for Plaintiffs

Dated: _____, 2026

UNITED EMPLOYEES LAW GROUP

By: _____
Walter Haines

Attorneys for Plaintiffs

Dated: _____, 2026

OGLETREE, DEAKINS, NASH, SMOAK & STEWART, P.C.

By: _____
Evan R. Moses

Attorneys for Defendant
AUTOZONERS, LLC

Dated: _____, 2026

LAVI & EBRAHIMIAN, LLP
By: _____
Joseph Lavi
Vincent Granberry
Attorneys for Plaintiffs

Dated: _____, 2026

CAPSTONE LAW APC
By: _____
Robert Drexler
Attorneys for Plaintiffs

Dated: _____, 2026

THE MARKHAM LAW FIRM
By: _____
David R. Markham
Attorneys for Plaintiffs

Dated: _____, 2026

UNITED EMPLOYEES LAW GROUP
By: _____
Walter Haines
Attorneys for Plaintiffs

Dated: October 5, 2026

OGLETREE, DEAKINS, NASH, SMOAK & STEWART, P.C.
By: 
Evan R. Moses
Attorneys for Defendant
AUTOZONERS, LLC

Dated: _____, 2026

ZACHARY LEWIS

_____

Dated: _____, 2026

RAFAEL MIRAVETE

_____

Dated: November 2nd, 2026

DEVON STARK

Devon Stark

Dated: _____, 2026

SEYED SHAMSUDDOHA

_____

Dated: _____, 2026

MIRIAM HERNANDEZ

_____

Dated: _____, 2026

AUTOZONERS, LLC

_____

Name:
Title

Dated: _____, 2026

AUTOZONERS, LLC

_____

Name:
Title

Approved by counsel as to form:

Dated: _____, 2026

BLUMENTHAL NORDREHAUG
BHOWMIK DE BLOUW LLP
By:

_____

Kyle R. Nordrehaug

Attorneys for Plaintiffs

EXHIBIT: 2

Blumenthal Nordrehaug Bhowmik DeBlouw LLP

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

INVOICE

Invoice # 2
Date: 09/23/2026
Due On: 10/23/2026

Zachary Lewis
828 Val Serano Drive
Encinitas, CA 92024

CA2877

Autozoners LLC

Services

Attorney	Date	Notes	Quantity	Rate	Total
RE	05/15/2023	Review case notes/damage analysis	0.50	$675.00	$337.50
RE	05/15/2023	Review & analyze employment file documents/ 1198.5 response docs	2.80	$675.00	$1,890.00
RE	05/16/2023	Draft PAGA only representative action complaint	3.70	$675.00	$2,497.50
RE	05/16/2023	Draft summons and civil case cover sheet re paga action	0.50	$675.00	$337.50
RE	05/17/2023	Review, edit & finalize class action complaint draft	2.70	$675.00	$1,822.50
RE	05/17/2023	Draft summons and civil case cover sheet re class action	0.50	$675.00	$337.50
RE	05/17/2023	Review & finalize class action complaint package; file in SD Sup. Ct.	0.50	$675.00	$337.50
RE	05/17/2023	Review & finalize PAGA action complaint package; file in OC Sup. Ct.	0.60	$675.00	$405.00
RE	05/18/2023	Review court returned documents; review dockete re class action; memo to firm re judicial/ department assignment and status of initial case management conference	0.60	$675.00	$405.00
JH	05/19/2023	Begin review/analysis of docs in file from Plaintiff and 1198.5 request	1.50	$750.00	$1,125.00

RE	05/22/2023	Review court returned documents; review OC docket; memo to firm re judicial/department assignment and status of initial case management conference re paga action	0.50	$675.00	$337.50
RE	05/22/2023	Provide notice to LWDA re PAGA filing	0.40	$675.00	$270.00
RE	07/03/2023	Review file; prep initial documents for service of process re class action; identify reg. agent; send out for service via knox	0.70	$675.00	$472.50
RE	07/03/2023	Review file; prep initial documents for service of process re paga action; identify reg. agent; send out for service via knox	0.70	$675.00	$472.50
RE	07/11/2023	File proof of service of summons re class action; memo to firm re post service written discovery	0.50	$675.00	$337.50
RE	07/11/2023	File proof of service of summons re PAGA action; memo to firm re post service written discovery	0.50	$675.00	$337.50
HD	07/17/2023	Review and assess Complaint and allegations against Defendant. Draft shells for Plaintiff's written discovery request, set one, including Request For Production, Request For Admission, Special Interrogatories, Form Interrogatories, Notice of Deposition of Defendant's PMK and Proof of Service.	2.00	$250.00	$500.00
HD	07/18/2023	Draft Belaire Notice (Class) to include as an Exhibit to Special Interrogatories, Set One.	0.50	$250.00	$125.00
HD	07/18/2023	Review and assess Complaint and allegations against Defendant (Paga matter). Draft shells for Plaintiff's written discovery request, set one, including Request For Production, Request For Admission, Special Interrogatories, Form Interrogatories, Notice of Deposition of Defendant's PMK and Proof of Service.	2.00	$250.00	$500.00
SP	07/18/2023	Reviewed Class case notes, complaint, correspondence. Reviewed and revised discovery. Finalized FROGS, SROGS, Belaire West Draft, RFP, RFA and PMK Deposition notice. Arranged for service.	3.90	$675.00	$2,632.50
JH	07/18/2023	Review/analyze draft discovery requests; advise SP re revisions	0.50	$750.00	$375.00
HD	07/19/2023	Draft Belaire Notice (Paga) to include as an Exhibit to Special Interrogatories, Set One.	0.50	$250.00	$125.00
JH	08/04/2023	Review claims and documents in file; assess potential overlap with allegedly related cases identified by Defense Counsel	1.00	$750.00	$750.00
HD	08/04/2023	Edit and finalize draft written discovery requests, set one. Email attorney to advise and to review	0.50	$250.00	$125.00

		and finalize.			
JH	08/08/2023	Review file; prepare for and attend meet and confer with defense counsel; advise team	0.50	$750.00	$375.00
JH	08/09/2023	Review/analyze Notice of Removal; advise team; review/analyze arb agreement and discuss with KN	0.60	$750.00	$450.00
TM	08/10/2023	Review and Analyze: Reviewed and analyzed Defendant's Notice of Removal to Federal Court, memorandum in support, and supporting declarations and exhibits.	1.50	$450.00	$675.00
JH	08/11/2023	F/u call with defense counsel; review/analyze documents produced	0.40	$750.00	$300.00
JH	08/13/2023	Review/revise draft stipulation re defendant's extension deadline	0.40	$750.00	$300.00
KN	08/17/2023	Review arbitration agreement and memo from JH; analyze and advise JH	0.40	$950.00	$380.00
JH	08/18/2023	Further review Arbitration Agreement and settlement agreement in prior matter; correspondence with defense counsel re same	0.50	$750.00	$375.00
TM	08/22/2023	Review and Revise: Reviewed and revised Joint Motion for Dismissal without prejudice and Proposed Order; email to OPC re Joint Motion for Dismissal.	0.80	$450.00	$360.00
JH	08/23/2023	Review/analyze Defendant's special demurrer/ motion to abate; advise TM re opposition	1.50	$750.00	$1,125.00
TM	08/23/2023	Review and Analyze: Reviewed and analyzed Defendant's Notice of Demurrer and Demurrer to Complaint/Motion to Stay Action Pending Final Resolution of Prior Filed Proceedings	1.50	$450.00	$675.00
TM	08/23/2023	Receipt and Review of Correspondence: Email to and from OPC re Joint Motion to dismiss action without prejudice; reviewed OPC's edits to joint motion; finalized and signed Joint Motion for filing; advised HD re filing and service of joint motion.	1.00	$450.00	$450.00
JH	08/31/2023	Review order on CMC; circulate and advise team	0.40	$750.00	$300.00
TM	10/20/2023	Reviewed and analyzed Defendant's Notice of Related Case, initial research into alleged related cases.	0.40	$450.00	$180.00
TM	11/02/2023	Reviewed and analyzed Defendant's Special Demurrer; Began drafting Opposition to Defendant's Special Demurrer; Legal Research re persuasive case law in support of Plaintiff's Opposition to Defendant's Special Demurrer.	2.50	$450.00	$1,125.00

JH	11/02/2023	Review/analyze status of matter and special demurrer; advise TM	0.40	$750.00	$300.00
TM	11/03/2023	Continued drafting Opposition to Defendant's Special Demurrer; Legal Research re persuasive case law in support of Plaintiff's Opposition to Defendant's Special Demurrer.	1.00	$450.00	$450.00
TM	11/13/2023	Drafted Plaintiff's Opposition to Defendant's Demurrer; Legal research re Opposition to Defendant's Demurrer.	4.50	$450.00	$2,025.00
TM	11/14/2023	Telephone call with JH re revisions to Opposition to Demurrer; Revised Plaintiff's Opposition to Demurrer; Drafted objection to Defendant's RJN ISO Demurrer.	2.90	$450.00	$1,305.00
JH	11/14/2023	Review/revise draft demurrer opp; advise TM	1.50	$750.00	$1,125.00
TM	11/15/2023	Revised Plaintiff's Opposition to Defendant's Demurrer; advised HD re finalizing Opposition, filing and service; finalized and signed Plaintiff's Opposition.	2.00	$450.00	$900.00
HD	11/15/2023	Prepare Table of Contents and Table of Authorities for Plaintiff's Opposition to Defendant's Special Demurrer with respect to the Paga Matter.	1.00	$250.00	$250.00
HD	11/15/2023	Execute and finalize the Proof of Service. Process and submit Plaintiff's Opposition to Defendant's Demurrer and Objections to - Request to Strike Defendant's RFJN ISO Demurrer to Court for fling via One Legal and serve via US Mail and Email.	0.50	$250.00	$125.00
TM	11/20/2023	Began drafting Joint Status Report; Legal research re local rules for Joint Status Report; Revised Joint Status Report; Email to OPC re Joint Status Report.	1.90	$450.00	$855.00
TM	11/21/2023	Finalized and signed Joint Status Conference Report; email to and from OPC re joint Status Conference Report; Reviewed Defendant's revisions to joint report; revised joint report.	1.70	$450.00	$765.00
TM	11/21/2023	Email to and from OPC re joint CMC statement.	0.40	$450.00	$180.00
JH	11/21/2023	Review/further revise Defendant's revisions to the Joint Report; advise TM	0.50	$750.00	$375.00
HD	11/22/2023	Execute and finalize Proof of Service. Process and submit the Joint Status Conference Report to court for filing via One Legal and serve via email.	0.50	$250.00	$125.00
TM	11/29/2023	Reviewed and analyzed Defendant's Reply to Plaintiff's Demurrer Opposition. Planned and prepared for oral argument re Opposition to Defendant's Demurrer.	1.80	$450.00	$810.00

TM	11/30/2023	Planned and prepared for upcoming oral argument re Defendant's Demurrer; reviewed and analyzed Court's tentative ruling; Reviewed all relevant pleadings in anticipation of oral argument re Demurrer; Attended Demurrer hearing and oral argument.	4.00	$450.00	$1,800.00
JH	11/30/2023	Review/analyze tentative ruling on Defendant's special demurrer; advise TM re oral argument; discuss post-hearing with TM	0.60	$750.00	$450.00
TM	12/01/2023	Drafted Notice of Ruling re Demurrer; advised HD re service of notice of ruling.	0.80	$450.00	$360.00
JH	12/11/2023	Review/analyze Defendant's Answer	0.40	$750.00	$300.00
TM	12/11/2023	Reviewed and analyzed Defendant's Answer to Plaintiff's Complaint.	0.80	$450.00	$360.00
TM	12/12/2023	Reviewed and revised Plaintiff's set one written discovery to Defendant.	1.10	$450.00	$495.00
JH	12/13/2023	Review/revise draft discovery requests; advise TM	0.60	$750.00	$450.00
TM	12/13/2023	Reviewed and revised BW Notice and Deposition notice of Defendant's PMK; Finalized and signed Plaintiff's initial written discovery; advised HD re service of discovery	1.00	$450.00	$450.00
HD	12/13/2023	Execute and finalize Proof of Service. Serve Plaintiff’s Written discovery via email. Contact Aptus and coordinate and reserve Court Reporter for Deposition of Defendant's PMK noticed for February 06, 2024.	0.80	$250.00	$200.00
TM	12/28/2023	Reviewed file and court docket in preparation for upcoming CMC and CMC statement deadline.	0.40	$450.00	$180.00
TM	12/29/2023	Email to and from OPC re discovery extension.	0.40	$450.00	$180.00
TM	01/04/2024	Email to and from OPC re deposition of Defendant's PMK.	0.40	$450.00	$180.00
HD	02/02/2024	Correspondence with Aptus Court Reporting and cancel the Court Reporter scheduled for the Notice Deposition of Defendant's PMK on 02/06/2024.	0.20	$250.00	$50.00
JH	02/09/2024	Correspondence with defense counsel re potential challenge to claims	0.40	$750.00	$300.00
TM	02/13/2024	Email to and from OPC re Defendant's discovery responses.	0.40	$450.00	$180.00
TM	02/15/2024	Planned and prepared for upcoming meet and confer call; attended meet and confer call re defendant's discovery; email to OPC re meet and	1.50	$450.00	$675.00

		confer call.			
JH	02/15/2024	Advise TM re meet and confer with defense counsel	0.50	$750.00	$375.00
TM	02/19/2024	Reviewed email meet and confer from Defendant re discovery requests, planned for upcoming meet and confer call with Defendant.	0.80	$450.00	$360.00
JH	02/19/2024	Correspondence with defense counsel re discovery; advise TM	0.40	$750.00	$300.00
TM	02/20/2024	Planned and prepared for upcoming meet and confer call with OPC re Defendant's discovery responses; Meet and confer call with OPC; Email to and from OPC re meet and confer agreement.	1.60	$450.00	$720.00
JH	02/28/2024	Review/analyze doc production from Defendant; advise TM	1.00	$750.00	$750.00
TM	02/28/2024	Reviewed Defendant's document production; updated exhibit book; updated case notes.	0.70	$450.00	$315.00
SP	02/28/2024	Reveiwed calendar, docket, case file and correspondence in preparation for hearing/ appearance. Discussed with Team.	0.20	$675.00	$135.00
TM	02/29/2024	Email from OPC re Joint status report.	0.20	$450.00	$90.00
TM	02/29/2024	Drafted and revised joint status conference statement; emails to and from OPC re joint status conference statement.	1.10	$450.00	$495.00
JH	02/29/2024	Review file; research for and revise draft Joint Report; advise TM; review Defendant's portion and further advise accordingly	1.30	$750.00	$975.00
TM	02/29/2024	Reviewed and analyzed Defendant's revisions to joint statement; revised joint statement; emails to and from OPC re joints statement.	1.00	$450.00	$450.00
HD	02/29/2024	Execute and finalize Proof of Service. Attached Exhibit to the Joint Status Conference Report. Process and submit Joint Status Conference Report to court via One Legal and serve via email.	0.50	$250.00	$125.00
TM	03/05/2024	Prepared for upcoming meet and confer call with OPC re discovery; Meet and confer call with OPC re Defendant's discovery responses.	1.20	$450.00	$540.00
JH	03/05/2024	Advise TM re discovery meet and confer with defense counsel	0.50	$750.00	$375.00
TM	03/05/2024	Reviewed Court's order re Status Conference.	0.20	$450.00	$90.00
TM	03/11/2024	Reviewed and analyzed Defendant's Motion for Protective Order and supporting documents.	1.20	$450.00	$540.00

JH	03/11/2024	Review/analyze Defendant's responses to discovery; advise TM re meet and confer	1.50	$750.00	$1,125.00
JH	03/11/2024	Review/analyze Mtn for PO; advise team re opposition	1.00	$750.00	$750.00
TM	03/11/2024	Reviewed and analyzed Defendant's Discovery responses and document production.	0.80	$450.00	$360.00
TM	03/15/2024	Reviewed and analyzed Defendant's notice of deposition of Plaintiff; Reviewed and analyzed Defendant's letter re deposition of Plaintiff.	0.60	$450.00	$270.00
JH	03/18/2024	Review letter and notice of deposition of Plaintiff; advise TM re refusal to bifurcate discovery	0.50	$750.00	$375.00
TM	03/18/2024	Drafted meet and confer letter to Defendant re Defendant's discovery responses; Drafted response to Defendant's meet and confer letter re deposition of Plaintiff.	2.00	$450.00	$900.00
TM	03/19/2024	Finalized and sent meet and confer letter to Defendant re Defendant's discovery responses; updated flow chart.	0.20	$450.00	$90.00
TM	03/21/2024	Multiple Emails to and from OPC re Defendant's discovery responses and meet and confer efforts.	0.80	$450.00	$360.00
JH	03/21/2024	Corresp. with defense counsel re discovery	0.30	$750.00	$225.00
TM	03/25/2024	Email to and from OPC re meet and confer re Defendant's discovery responses.	0.40	$450.00	$180.00
TM	03/26/2024	Reviewed Defendant's Notice of Taking Deposition of Plaintiff; Drafted Objection to Deposition Notice of Plaintiff; Finalized and signed Objection to Deposition Notice of Plaintiff; advised HD re service of objections.	0.90	$450.00	$405.00
TM	03/26/2024	Planned and prepared for upcoming meet and confer call with OPC re Defendant's discovery responses.	0.80	$450.00	$360.00
HD	03/26/2024	Execute and finalize Proof of Service. Serve Plaintiff's Objection to Defendant's Notice of taking Deposition of Plaintiff Zachary Lewis via email.	0.30	$250.00	$75.00
TM	03/27/2024	Email to OPC re meet and confer re Defendant's discovery responses.	0.20	$450.00	$90.00
TM	04/02/2024	Meet and confer call with OPC re Defendant's discovery responses and Plaintiff's deposition; email to OPC re meet and confer call; advised CJ re MTC deadline.	2.00	$450.00	$900.00
JH	04/02/2024	Discuss with TM re meet and confer with defense counsel re discovery responses; advise	0.50	$750.00	$375.00

JH	04/24/2024	Review/analyze Defendant's supplemental discovery responses; advise TM re MTC	1.50	$750.00	$1,125.00
TM	04/26/2024	Reviewed and analyzed Defendant's supplemental responses in preparation of drafting meet and confer letter.	1.30	$450.00	$585.00
TM	04/30/2024	Drafted meet and confer letter re Defendant's supplemental discovery response; Reviewed Defendant's supplemental discovery production to draft meet and confer letter; Email to OPC re meet and confer.	2.70	$450.00	$1,215.00
JH	04/30/2024	Review/revise draft meet and confer letter re Defendant's suppl. discovery responses; advise TM	0.40	$750.00	$300.00
TM	04/30/2024	Updated Exhibit Book and Flow chart with supplemental document production.	0.50	$450.00	$225.00
JH	05/03/2024	Review/analyze Defendant's doc production; update exhibit book	0.50	$750.00	$375.00
HD	05/20/2024	Research Judge McCormick's procedures and rules of court re Motion to Compel Discovery requirements. Email correspondence to and from attorney Moran regarding the same.	0.20	$250.00	$50.00
TM	05/21/2024	Continued drafting Plaintiff's MTC further responses to RFP, SROGS, and RFA.	3.00	$450.00	$1,350.00
JH	05/21/2024	Review/revise draft MTC discovery responses; advise TM	1.50	$750.00	$1,125.00
TM	05/21/2024	Continued drafting Plaintiff's MTC further responses to SROGS.	2.50	$450.00	$1,125.00
TM	05/21/2024	Drafted Separate Statement ISO MTC RFP; Drafted Separate Statement ISO MTC SROGS.	2.70	$450.00	$1,215.00
TM	05/22/2024	Continued drafting Plaintiff's MTC RFA Set One; Drafted Declaration of TGM ISO MTC RFA, SROG, and RFP; Created Exhibits for MTCs; Revised, finalized and signed Plaintiff's MTC RFP, RFA, and SROGS.	5.50	$450.00	$2,475.00
HD	05/22/2024	Reserve Motion hearing date for Motion to Compel RFP, Motion to Compel RFA, and Motion to Compel Special Interrogatories. Review confirmations and upload to electronic file.	0.30	$250.00	$75.00
JH	05/23/2024	Discuss MTC with TM and SP; advise re service	0.50	$750.00	$375.00
HD	05/23/2024	Discuss Service issue with Attorneys Herman and Puche re Motions to Compel. Draft Supplemental Proof of Service. Upload and courtesy serve Defendants via Share folder of the request of Defendant's Counsel.	0.50	$250.00	$125.00

TM	06/19/2024	Drafted Joint CMC Statement; Revised Joint CMC Statement; Email to OPC re Joint CMC Statement.	1.60	$450.00	$720.00
JH	06/19/2024	Review/revise draft Joint Report; advise TM	0.40	$750.00	$300.00
TM	06/20/2024	Emails to and from OPC re joint CMC statement; Reviewed Defendant's revisions to joint CMC statement; Revisions Plaintiff's portion of joint CMC statement; finalized and signed statement; advised HD re filing/service.	1.90	$450.00	$855.00
JH	06/20/2024	Review Defendant's proposed revisions to Joint Report; discuss with TM	0.50	$750.00	$375.00
HD	06/20/2024	Execute and finalize Proof of Service. Process and submit Joint Status Conference Report to Court for filing via One Legal and served via email.	0.50	$250.00	$125.00
JH	06/27/2024	Advise TM re Mtn for PO opposition	0.60	$750.00	$450.00
TM	07/01/2024	Drafted Plaintiff's Opposition to Defendant's protective Order.	2.50	$450.00	$1,125.00
TM	07/01/2024	Continued drafted Plaintiff's Opposition to Defendant's Motion for Protective Order.	3.50	$450.00	$1,575.00
JH	07/02/2024	Review/revise draft motion for protective order opp; advise TM	1.50	$750.00	$1,125.00
TM	07/02/2024	Reviewed JH revisions to Plaintiff's Opposition to Motion for Protective Order; Revised Opposition.	2.20	$450.00	$990.00
TM	07/03/2024	Advised HD re TOC/TOA; Finalized and signed Plaintiff's Opposition to Motion for Protective Order; Drafted Declaration of TGM ISO Opposition.	1.40	$450.00	$630.00
HD	07/03/2024	Prepare Table of Contents and Table of Authorities for Opposition to Motion for Protective Order.	1.00	$250.00	$250.00
HD	07/05/2024	Execute and finalize Proof of Service. Process and submit Plaintiff's Opposition to Motion for Protective Order to Court for filing via One Legal an serve via email.	0.50	$250.00	$125.00
JH	07/05/2024	Review and finalize Mtn for PO opp; advise TM re filing	0.50	$750.00	$375.00
TM	07/05/2024	Finalized and signed Opposition to Defendant's Protective Order; advised HD re filing/service.	0.40	$450.00	$180.00
TM	07/10/2024	Reviewed file and court docket to determine requirement of joint statement in advance of upcoming CMC.	0.30	$450.00	$135.00

TM	07/11/2024	Email to and from OPC re MTC and Protective Order hearings; Discussed with team.	0.60	$450.00	$270.00
TM	07/12/2024	Drafted reviewed and revised joint stipulation to continue and advance motions; Email to and from OPC re joint stipulation	1.10	$450.00	$495.00
JH	07/12/2024	Review/revise draft stip to continue motion for PO; advise TM	0.40	$750.00	$300.00
JH	07/12/2024	Review/analyze Defendant's Mtn for PO reply brief; discuss with TM and advise	1.00	$750.00	$750.00
TM	07/15/2024	Email to and from OPC re joint stipulation to continue hearing dates; finalized stipulation and advised HD re filing/service.	0.60	$450.00	$270.00
HD	07/15/2024	Execute and finalize Proof of Service. Process and submit Joint Stipulation and [Proposed] Order to Continue Defendant's Motion for Protective Order and Advance Plaintiff's Motion to Compel to court for filing via One Legal and serve via email.	0.50	$250.00	$125.00
HD	07/15/2024	Receive and review court rejection notice re Joint Stipulation and [Proposed] Order to Continue Defendant's Motion for Protective Order and Advance Plaintiff's Motion to Compel.	0.20	$250.00	$50.00
TM	07/16/2024	Reviewed Court's order re rejection of stipulation.	0.20	$450.00	$90.00
TM	07/17/2024	Reviewed and analyzed Defendant's Reply ISO Motion for Protective Order.	1.00	$450.00	$450.00
TM	07/17/2024	Planned and prepared for oral argument re Defendant's Motion for Protective Order.	1.50	$450.00	$675.00
JH	07/18/2024	Discuss with TM re PO Motion; review tentative ruling; advise	1.00	$750.00	$750.00
JH	07/19/2024	Discuss with AJB and NBB re discovery and claim form in light of the Court's denial of Defendant's PO Motion	1.00	$750.00	$750.00
JH	09/20/2024	Call from clerk re MTCs; advise team	0.40	$750.00	$300.00
JH	09/23/2024	Review file and docket; advise TM re non-receipt of MTC opps	0.40	$750.00	$300.00
TM	09/23/2024	Email from OPC re MTC and Defendant's discovery responses; discussed Reply strategy with team.	0.40	$450.00	$180.00
TM	09/24/2024	Drafted notice of non-receipt for each of Plaintiff's MTC; drafted Supplemental Declaration of TGM ISO.	1.20	$450.00	$540.00
TM	09/25/2024	Finalized and signed notices of non receipt of opposition; advised HD re filing and service.	0.50	$450.00	$225.00

JH	09/25/2024	Review/revise draft Joint Report; advise TM	0.40	$750.00	$300.00
SP	09/25/2024	Reviewed, revised the Joint Status Report. Conducted legal research. Discussed with OPC and JSH. Made additional revisions and finalized Joint Status Report. Arranged for service and filing of Joint Status Report.	2.10	$675.00	$1,417.50
JH	10/02/2024	Review/analyze Defendant's response to Notice of Non-Opposition; review/analyze Defendant's supplemental discovery responses; advise TM re MTC hearings	1.50	$750.00	$1,125.00
SP	10/02/2024	Reveiwed receipt of non-opposition documents. Ensured they were saved to file.	1.10	$675.00	$742.50
TM	10/03/2024	Planned and prepared for upcoming Motions to Compel Hearing; Reviewed and analyzed Defendant's Opposition to Notice of Non-Receipt; Attended oral argument for Motions to Compel; advised firm re case status.	3.00	$450.00	$1,350.00
TM	10/03/2024	Reviewed Court's tentative ruling re Plaintiff's MTC.	0.40	$450.00	$180.00
JH	10/03/2024	Review MTC tentative ruling; Further advise TM re MTCs and CMC	0.60	$750.00	$450.00
JH	10/04/2024	Discuss with TM re discovery in light on MTC Order	0.40	$750.00	$300.00
TM	10/04/2024	Revised and finalized NOR; advised HD re filing and service of NOR.	0.80	$450.00	$360.00
TM	10/15/2024	Reviewed and analyzed Defendant's supplemental discovery responses and production.	1.00	$450.00	$450.00
JH	10/23/2024	Prepare for and attend meet and confer call with defense counsel; advise team and stratgize	0.80	$750.00	$600.00
JH	10/29/2024	Review file; f/u corresp w defense counsel re discovery and mediation	0.30	$750.00	$225.00
JH	10/31/2024	Call with defense counsel re potential mediation	0.50	$750.00	$375.00
SP	11/06/2024	Reveiwed calendar, docket and case file. Prepared for deadline/hearing and discussed with Team.	0.20	$675.00	$135.00
TM	11/13/2024	Email to and from OPC re MTC deadline/ mediation.	0.40	$450.00	$180.00
JH	11/13/2024	Corresp w defense counsel re discovery and mediation	0.40	$750.00	$300.00
JH	11/20/2024	F/u corresp. w defense counsel re proposed mediators; discuss with AJB	0.40	$750.00	$300.00

NDB	11/22/2024	Review and analyze discovery to date. Review data produced for mediation. Analyze related actions. Review and research wage and hour claims. Prepare for mediation.	4.30	$850.00	$3,655.00
NDB	11/24/2024	Review time keeping data for minimum wage and meal break claims. Legal research. Prepare for mediation.	2.90	$850.00	$2,465.00
SP	12/02/2024	Reveiwed calendar, case notes, docket pleadings and correspondence to prepare for deadline/ appearance. Discussed with Team.	0.20	$675.00	$135.00
TM	12/04/2024	Email to and from OPC re MTC deadline and mediation.	0.40	$450.00	$180.00
NDB	12/04/2024	Review and research previous settlements with similar claims and pay periods for mediation valuation. Review Defendant's written policy documents. Analyze case demographics.	2.40	$850.00	$2,040.00
JH	12/13/2024	F/u corresp w defense counsel re mediation availability; advise AJB	0.30	$750.00	$225.00
TM	01/02/2025	Email to and from OPC re defendant's discovery responses.	0.40	$450.00	$180.00
TM	01/06/2025	Review file; drafted joint status conference report; email to OPC re joint statement.	0.80	$450.00	$360.00
JH	01/06/2025	Review/revise draft Joint Report; advise TM	0.40	$750.00	$300.00
SP	01/08/2025	Reviewed case docket, register of actions, cross referenced calendar and reviewed pleadings and case notes to analyze case appearance/deadline.	0.20	$675.00	$135.00
TM	01/09/2025	Email to and from OPC re joint CMC statement; reviewed Defendant's revisions to joint CMC statement; advised HD re filing and service.	0.70	$450.00	$315.00
TM	01/10/2025	Reviewed Court's minute order re upcoming CMC.	0.20	$450.00	$90.00
JH	01/10/2025	Review/analyze court order; circulate and advise team	0.20	$750.00	$150.00
JH	01/31/2025	Review/revise draft stip to stay pending mediation	0.80	$750.00	$600.00
TM	02/15/2025	Reviewed Court's order re stip to stay.	0.20	$450.00	$90.00
SP	04/01/2025	Reveiwed and analyzed correspondence, case notes, pleadings and communications. Drafted, revised, finalized and served Mediation Data Request.	2.20	$675.00	$1,485.00
SP	05/21/2025	Reviewed correspondence, documents and exhibit book. Sent follow up email to OPC re: Mediation Data.	0.30	$675.00	$202.50

SP	05/27/2025	Reveiwed and analyzed case notes, documents and correspondence. Sent correspondence and contacted OPC by phone to inquire as to data for the mediation.	0.80	$675.00	$540.00
SP	05/28/2025	Reviewed and analyzed correspondence re Mediation Data. Drafted revised and sent response. Reviewed Plaintiff's Documents in anticipation of Mediation.	1.90	$675.00	$1,282.50
SP	05/29/2025	Reviewed and analyzed correspondence, documents and pleadings. Sent correspondence to OPC regarding Mediation data. Reviewed documents and data received by OPC. Ensured experts received data.	2.30	$675.00	$1,552.50
JH	05/30/2025	Review/analyze data from Defendant for mediation and corresp from Defendant explaining interpretation of data; discuss with SP	1.60	$750.00	$1,200.00
SP	05/30/2025	Reveiwed and analyzed documents, case notes, procedural history, pleadings and correspondence. Drafted and revised mediation brief. Discussed case with Client. Updated Mediation chart.	4.40	$675.00	$2,970.00
JH	06/02/2025	Multiple corrresp w defense counsel re upcoming mediation	0.40	$750.00	$300.00
HD	06/02/2025	Receive notification of update regarding matter. Review ROA and change of department for the 7/10/2025 Status Conference. Circulate to appropriate staff and admin for calendaring.	0.20	$250.00	$50.00
HD	06/02/2025	Receive and download Defendant's Documents for purposes of Mediation. Save the documents to the electronic file and upload and share with experts via Box.	0.30	$250.00	$75.00
JH	06/03/2025	Review/analyze Defendant's revisions to ex parte application; discuss with SP	0.40	$750.00	$300.00
JH	06/03/2025	Review draft mediation brief	0.50	$750.00	$375.00
JH	06/06/2025	Further discuss with AJB re mediation; analyze expert mediation analysis	0.80	$750.00	$600.00
JH	06/06/2025	Review wage statements; advise AJB re claims	0.50	$750.00	$375.00
SP	06/06/2025	Reveiwed and analyzed the expert analysis. Discussed with AJB. Followed up with OPC re: Attestations. Responded to correspondence re: rescheduling Mediation.	1.60	$675.00	$1,080.00
JH	06/09/2025	Review wage stmts; discuss with AJB re RROP issues	0.70	$750.00	$525.00
SP	06/09/2025	Reveiwed and analyzed correspondence,	0.60	$675.00	$405.00

		documents, mediation data request and communications. Discussed with team. Sent follow up email requested Mediation Data specifically for attestations and final paycheck including final PTO pay per AJB.			
HD	07/01/2025	Edit, execute and finalize Proof of Service. Process and submit Joint Status Conference Report to Court for filing via One Legal and serve via email.	0.50	$250.00	$125.00
JH	07/01/2025	Review file; review/revise draft joint report; advise TM	0.40	$750.00	$300.00
TM	07/01/2025	Review file; drafted Joint CMC Statement; email to and from OPC re joint CMC Statement; finalized and filed statement; advised HD re filing and service.	1.60	$450.00	$720.00
JH	07/02/2025	Review Minute Order; circulate and advise	0.20	$750.00	$150.00
SP	07/03/2025	Reviewed documents, correspondence and case notes. Sent follow up information to OPC re: Attestation data.	1.10	$675.00	$742.50
SP	07/09/2025	Reviewed and analyzed data and documents and reviewed Defendant's correspondence re: attestation data. Sent follow up communication to OPC.	0.50	$675.00	$337.50
JH	07/10/2025	Corresp w defense counsel re mediation docs/ data	0.30	$750.00	$225.00
HD	07/10/2025	Receive and review email correspondence from opposing counsel regarding updated service list. Edit/Update service accordingly.	0.20	$250.00	$50.00
JH	07/15/2025	Review/analyze Defendant's suppl. doc/data production; circulate and advise	1.20	$750.00	$900.00
HD	07/15/2025	Receive and download Defendant's Documents for purposes of Mediation. Save the documents to the electronic file and upload and share with experts via Box.	0.30	$250.00	$75.00
SP	07/15/2025	Reveiwed attestation data and documents from OPC. Sent to Expert and discussed with team.	1.40	$675.00	$945.00
SP	07/15/2025	Reveiwed case notes, correspondence and attestation data. Sent to Experts.	0.50	$675.00	$337.50
JH	07/16/2025	Review/analyze suppl. mediation doc production; circulate and update file; advise SP	1.40	$750.00	$1,050.00
SP	07/16/2025	Reviewed correspondence from OPC re: wage statements. Updated case file and responded to OPC. Reveiwed exhibit book and communications. Requested case composition.	0.90	$675.00	$607.50

SP	07/17/2025	Reviewed and analyzed correspondence from OPC. Discussed with AJB and reviewed and revised Mediation brief to include arguments re: Attestations	1.10	$675.00	$742.50
JH	07/21/2025	Review/analyze updated AE data and composition	0.20	$750.00	$150.00
JH	07/22/2025	Research and analyze related matters; obtain documents and update file; advise AJB for mediation purposes	1.50	$750.00	$1,125.00
TM	08/13/2025	Email to and from OPC re MTC deadlines; advised TG re calendaring.	0.40	$450.00	$180.00
SP	08/15/2025	Reviewed and analyzed correspondence regarding continued Mediation date. Corresponded with team and provided information.	0.40	$675.00	$270.00
HD	08/18/2025	Email correspondence to Case Administrator for Mediation providing Case Caption, Service List and information requested.	0.30	$250.00	$75.00
HD	08/18/2025	Prepare Service List for purposes of Mediation. Email correspondence to Mediator Administrator with information necessary to finalize and reserve Mediation date.	0.50	$250.00	$125.00
JH	09/08/2025	Review/revise draft joint report; advise TM	0.30	$750.00	$225.00
TM	09/09/2025	Email to and from OPC re joint statement; reviewed Defendant's revisions to joint statement; finalized signed and advised HD re filing/service.	1.00	$450.00	$450.00
JH	09/09/2025	Review/revise Defendant's proposed revisions to joint report	0.30	$750.00	$225.00
TM	09/10/2025	Review file; email to OPC re defendant's discovery responses and MTC.	0.30	$450.00	$135.00
TM	09/11/2025	Email to and from OPC re discovery; advised team re MTC deadlines.	0.40	$450.00	$180.00
JH	09/12/2025	Review Court Order	0.20	$750.00	$150.00
NDB	10/17/2025	Review and analyze case file. Draft mediation brief. Review Plaintiff's individual claims and damages. Legal research.	4.20	$850.00	$3,570.00
SB	10/21/2025	Speak with client in advance of mediation, analyze claims, advise AJB	2.60	$450.00	$1,170.00
JH	10/23/2025	Review/revise draft mediation brief; advise SP	0.50	$750.00	$375.00
SP	10/23/2025	Reviewed and analyzed correspondence, data and pleadings. Corresponded with Expert re: additional analysis. Reveiwed case notes,	4.40	$675.00	$2,970.00

		pleadings and documents. Reviewed, revised and updated Mediation brief and sent to AJB.			
JH	10/24/2025	Review/analyze arb agreement; advise ND and AJB	0.70	$750.00	$525.00
SB	10/24/2025	Calculate individual damages, add to case notes, advise AJB	2.60	$450.00	$1,170.00
SP	10/24/2025	Reviewed correspondence from AJB re: Mediation brief. Updated brief and provided to AJB.	1.10	$675.00	$742.50
SB	10/27/2025	Prepare for mediation, review and analyze mediation brief, advise ND	2.80	$450.00	$1,260.00
SP	10/28/2025	Reviewed and analyzed correspondence from expert. Discussed with team. Reveiwed and analyzed correspondence, case notes, pleadings and communications. Updated Experts.	1.10	$675.00	$742.50
AB	10/29/2025	Prep for / have call w/ cocounsel's to work out deal / prep for mediation.	3.00	$895.00	$2,685.00
SB	10/30/2025	Attend mediation	8.00	$450.00	$3,600.00
AB	10/30/2025	Prep/appear for mediation.	8.00	$895.00	$7,160.00
JH	10/31/2025	Discuss matter with AJB and outcome of mediation; review mediators proposal	1.00	$750.00	$750.00
JH	11/11/2025	Review proposed revisions to draft MOU	0.30	$750.00	$225.00
AB	11/12/2025	Review corr re mediator's proposal. Draft/circulate MOU	4.00	$895.00	$3,580.00
AB	11/14/2025	Review/analyze corr from OPC re MOU. Draft/ send corr to mediator re same.	2.00	$895.00	$1,790.00
NDB	11/19/2025	Review and research related litigation and PAGA notices. Review and revise JPA. Follow up and explain terms of JPA to 3 Plaintiffs to obtain signatures.	1.30	$850.00	$1,105.00
JH	12/02/2025	Review/analyze prposed revisions to MOU	0.30	$750.00	$225.00
AB	12/02/2025	Draft/send corr to cocounsel re MOU / mediator's proposal.	2.00	$895.00	$1,790.00
AB	12/04/2025	Review/analyze corr from Markham re para 5 in MOU. Prep for have call w/ mediation. Draft / send corr to Defendant re redlines to MOU.	2.00	$895.00	$1,790.00
JH	12/08/2025	Review file; draft Joint Report; circulate to defense counsel for review	0.50	$750.00	$375.00
JH	12/11/2025	Further corresp w defense counsel re joint report; discuss with AJB	0.40	$750.00	$300.00

JH	12/15/2025	Review/analyze Order; circulate and advise team	0.30	$750.00	$225.00
JH	01/05/2026	Review/analyze Defendant's proposed revisions to draft MOU	0.40	$750.00	$300.00
AB	01/05/2026	Review/analyze corr from OPC re draft MOU: including changing escalator to extrapolated workweeks - verify w/ expert report; and individual payments plus enhancements. Check math on escalator. Draft/send corr to cocounsel re same.	4.00	$895.00	$3,580.00
JH	01/12/2026	Review/analyze revised MOU	0.30	$750.00	$225.00
AB	01/12/2026	Review/analyze corrr from Markham re miscommunication; Review response from OPC re comment to paragraph 8 and attached MOU / compare w/ MOU sent 12/3; Draft/send corr to OPC and cocounsel re finalization of MOUs.	4.00	$895.00	$3,580.00
AB	01/20/2026	Review/analyze corr from Defendant re: CMC statements in related cases / Review/analyze dockets from the related cases / Review corr re CMC sts and MOU - draft corr to Defendant re MOU / Prepare redline of MOU showing changes in highlight - Send to Defendant	3.00	$895.00	$2,685.00
AB	01/21/2026	Review/analyze edits to MOU by Capstone, review/analyze corr re Lavi re edits / review/ analyze MOU - draft send corr to cocounsel re edits and MOU.	3.00	$895.00	$2,685.00
NDB	01/28/2026	Review mediation emails. Review and analyze MOU terms. Follow up and explain terms to 3 Plaintiffs to obtain signatures.	1.20	$850.00	$1,020.00
JH	02/02/2026	Review final MOU; advise team re execuction	0.30	$750.00	$225.00
AB	02/04/2026	Review Defendant’s signatures on MOU and draft/send corr to Defendant re same and draft/ send corr to cocounsel re status of receiving the signatures of from Starks, Shamsuddoha, and Hernandez.	2.00	$895.00	$1,790.00
JH	02/11/2026	Review MOU; discuss with KN; begin drafting longform agreement	1.60	$750.00	$1,200.00
KN	02/11/2026	Review signed MOU; analysis of issues; review memo from JH; advise JH as to issues for long form Agreements.	0.75	$950.00	$712.50
JH	02/13/2026	Review MOU; further discuss issues with KN and AJB; review dockets and procedural posture; continue and finisih draft of longform agreement; circulate to co-counsel for review and advise	3.00	$750.00	$2,250.00
AB	02/15/2026	Review/analyze draft long form settlement agreement and work on blanks to be filled in	5.00	$895.00	$4,475.00

		(allocations, Paragraph numbers, etc.), and ensure consistent with the MOU			
JH	02/16/2026	Review/analyze daft agreement prepared by Defendant; discuss with KN	1.20	$750.00	$900.00
TM	02/20/2026	Review file to advise client re case status; emails to and from client re case status.	0.50	$450.00	$225.00
JH	02/24/2026	Review/revise draft Stip re PAGA Settlemet prepared by Defendant; discuss with KN	2.40	$750.00	$1,800.00
KN	02/24/2026	Review JH email and draft Agreement; memo to JH regarding issues and corrections; review revised draft Agreement and respond to JH further issues	1.50	$950.00	$1,425.00
JH	02/27/2026	Prepare for and attend meet and confer call with defense counsel re longfrom agreement; advise team	0.60	$750.00	$450.00
JH	03/02/2026	Discuss with KN re Defendant's issues w longform settlement agreement	0.50	$750.00	$375.00
HD	03/06/2026	Draft Notice of Association of Counsel. Forward to attorney Herman for review and finalization.	1.00	$250.00	$250.00
SP	03/10/2026	Reveiwed and analyzed MOU. Sent correspondence to Co-Counsel re: pleadings. Began draft of First Amended Complaint.	1.90	$675.00	$1,282.50
TM	03/11/2026	Review file; drafted joint CMC Statement; discussed with team; email to OPC re joint statement.	0.80	$450.00	$360.00
JH	03/11/2026	Review file; revise draft joint report; advise TM	0.30	$750.00	$225.00
HD	03/12/2026	Edit, execute and finalize Proof of Service. Process and submit Joint Status Conference Report to Court for filing via One Legal and serve via email.	0.50	$250.00	$125.00
TM	03/16/2026	Reviewed Court's minute order; advised team re CMC	0.30	$450.00	$135.00
JH	03/16/2026	Review/analyze Minute Order; circulate and advise team; confer with calendar	0.30	$750.00	$225.00
TM	03/16/2026	Planned and prepared for upcoming CMC.	0.50	$450.00	$225.00
KN	03/17/2026	Review Defendant further revisions to agreement; review issues from JH; analysis of issues and advise JH regarding Agreement and issues	1.30	$950.00	$1,235.00
JH	03/17/2026	Review/analyze Defendant's addittional revisions to agreement; further revise and circulate to Co-Counsel	0.70	$750.00	$525.00

TM	03/24/2026	Email to and from client re case status; review file to update client.	0.40	$450.00	$180.00
JH	03/27/2026	Review file; f/u with co-counsel re longform agreement	0.50	$750.00	$375.00
JH	04/03/2026	Review co-counsel's further revisions to longform; discuss with other co-counsel	0.50	$750.00	$375.00
JH	04/07/2026	Review co-counsel's proposed revisions to agreement; f/u with remaining co-counsel	0.50	$750.00	$375.00
JH	04/09/2026	Further revise Agreement with co-counsel's proposed revisions; circulate to defense counsel for review	0.50	$750.00	$375.00
JH	04/21/2026	F/u with defense counsel re status of agreement; advise co-counsel	0.30	$750.00	$225.00
SP	04/27/2026	Reveiwed and analyzed calendar, pleadings, and correspondence. Sent client case update via email.	0.30	$675.00	$202.50
JH	04/28/2026	F/u w defense counsel re longform agreement	0.20	$750.00	$150.00
JH	05/22/2026	Review file and draft individual settlement agreememt; advise co-counsel	0.40	$750.00	$300.00
JH	05/27/2026	Review/revise draft individual agreement; discuss with co-counsel	1.00	$750.00	$750.00
JH	05/28/2026	Review file; corresp w defense cousnel re PAGA Approval motion filing deadline and status of agreement	0.20	$750.00	$150.00
JH	06/01/2026	Further corresp w co-counsel re individual agreement; circulate to defense counsel	0.40	$750.00	$300.00
SP	06/02/2026	Reveiwed and analyzed MOU and related cases. Drafted First Amended Complaint. Sent to Co-Counsel. Drafted, revised and finalized Amended PAGA Letter and arranged for service and upload to the LWDA. Ensured billing is entered by team.	4.70	$675.00	$3,172.50
JH	06/05/2026	Review/analyze co-counsel's proposed revisions to FAC; discuss with SP	0.30	$750.00	$225.00
JH	06/09/2026	Review/analyze Defendant's further revisions to the draft individual agreement; discuss with co-counsel	0.40	$750.00	$300.00
HD	06/11/2026	Draft Stipulation and Proposed Order for Leave to File First Amended Representative Action Complaint. Forward to Attorney Puche for review and finalization.	1.50	$250.00	$375.00
TM	06/12/2026	Reviewed Court's minute order re CMC.	0.20	$450.00	$90.00

JH	06/12/2026	Review Court order; circulate and advise team	0.20	$750.00	$150.00
JH	07/07/2026	Review file and corresp.; f/u with defense counsel re status of longform agreement	0.20	$750.00	$150.00
JH	07/13/2026	Discuss Agreement with KN; further revise and ciruclate to defense counsel for review	0.40	$750.00	$300.00
KN	07/13/2026	Review status; review draft agreement; email JH regarding issues to correct; update chart	1.00	$950.00	$950.00
JH	07/22/2026	Review further revisions from defense counsel to Agreements; discuss with co-counsel	1.00	$750.00	$750.00
TM	07/23/2026	Review file to advise client re status; email to and from client re case status.	0.50	$450.00	$225.00
JH	08/12/2026	Discuss with KN re settlment agreement; request admin bids	0.50	$750.00	$375.00
JH	08/19/2026	Further revise longform PAGA Agreement and Individual Agreement template; circulate to co-counsel and discuss	1.00	$750.00	$750.00
JH	08/24/2026	Review file; f/u with co counsel re agreement	0.20	$750.00	$150.00
JH	09/08/2026	Further revise Agreements and circulate to defense counsel for review	0.50	$750.00	$375.00
SP	09/11/2026	Reveiwed billing, revisions to the FAC, Mediation brief and documents for PAGA Approval Motion.	2.10	$675.00	$1,417.50
SP	09/14/2026	Reveiwed and analyzed MOU, Settlement Agreement, Pleadings, Mediation Brief, correspondence and communications. Drafted PAGA Approval Motion and [Proposed] Order. Sent to KN. Requested Billing from Team.	5.50	$675.00	$3,712.50
JH	09/15/2026	Review/revise draft PAGA Approval Mtn; discuss with SP	1.00	$750.00	$750.00
SP	09/15/2026	Reveiwed, analyzed and revised Individual Settlement Agreement. Sent to Co-Counsel and OPC. Followed up with OPC on composition for Motion. Drafted Caption for OPC. Revised PAGA Approval Motion and [Proposed] Order Caption with all counsel. Reveiwed, revised and provided Stipulation for leave to file FAC with Counsel.	3.20	$675.00	$2,160.00
TM	09/15/2026	Review file and court docket; review MOU, Mediation Brief, and long-form settlement agreement; drafted Declaration of Lewis ISO MPA; discussed with team; email to client re declaration.	2.50	$450.00	$1,125.00
TM	09/15/2026	Review file and court docket; review MOU, Mediation Brief, and long-form settlement agreement; drafted Declaration of Miravete ISO	1.00	$450.00	$450.00

		MPA; discussed with team; email to client re declaration.			
JH	09/16/2026	Circulate clean version of Agreement; corresp w defense counsel re same	0.30	$750.00	$225.00
JH	09/17/2026	Further revise PAGA Approval Mtn; advise SP	0.60	$750.00	$450.00
JH	09/22/2026	Additional corresp w defense counsel re agreement and PAGA Approval Motion; finalize agreement and circulate for execution	0.70	$750.00	$525.00
KN	09/22/2026	Review final agreement; review emails; review draft motion; research issues; memo to SP regarding issues to correct	2.00	$950.00	$1,900.00
SP	09/22/2026	Reviewed and analyzed correspondence from OPC. Reviewed and revised First Amended Complaint. Met and Conferred with OPC re: FAC. Finalized FAC and arranged for filing. Drafted NOtice of Association and arranged for filing.	3.30	$675.00	$2,227.50
SP	09/23/2026	Reviewed and revised PAGA Approval Motion and Proposed Order. Drafted Declaration in support and attached exhibits. Obtained declaration from TPA. Finalized and compiled declarations and arranged for filing and upload to the LWDA.	4.20	$675.00	$2,835.00
			Quantity Subtotal		**360.75**
			Services Subtotal		**$227,307.50**

Expenses

Type	Date	Notes	Quantity	Rate	Total
Expense	03/08/2023	PAGA Filing Fee	1.00	$75.00	$75.00
Expense	05/18/2023	Onelegal/Court Fees	1.00	$1,490.66	$1,490.66
Expense	06/02/2023	Lexisnexis	1.00	$91.00	$91.00
Expense	07/03/2023	Lexis Nexis	1.00	$418.00	$418.00
Expense	07/11/2023	Knox	1.00	$121.35	$121.35
Expense	07/11/2023	Knox	1.00	$116.15	$116.15
Expense	07/11/2023	Onelegal/Court Fee	1.00	$13.33	$13.33
Expense	07/11/2023	Onelegal/Court Fee	1.00	$15.65	$15.65
Expense	07/12/2023	Onelegal/Court Fee	1.00	$41.44	$41.44
Expense	07/13/2023	Onelegal/Court Fee	1.00	$41.44	$41.44

Expense	08/02/2023	LexisNexis	1.00	$385.00	$385.00
Expense	09/01/2023	Lexis Nexis	1.00	$352.00	$352.00
Expense	10/02/2023	LexisNexis	1.00	$352.00	$352.00
Expense	11/16/2023	One Legal Invoice No. 05499440	1.00	$15.65	$15.65
Expense	11/22/2023	One Legal Invoice No. 05518917	1.00	$15.65	$15.65
Expense	12/03/2023	LexisNexis	1.00	$407.00	$407.00
Expense	12/07/2023	One Legal Invoice No. 05555507	1.00	$15.65	$15.65
Expense	01/02/2024	LexisNexis	1.00	$330.00	$330.00
Expense	02/05/2024	LexisNexis	1.00	$374.00	$374.00
Expense	03/04/2024	LexisNexis	1.00	$440.00	$440.00
Expense	04/01/2024	LexisNexis	1.00	$385.00	$385.00
Expense	05/01/2024	LexisNexis	1.00	$396.00	$396.00
Expense	05/24/2024	One Legal Invoice No. 06062433	1.00	$79.48	$79.48
Expense	05/24/2024	One Legal Invoice No. 06059854	1.00	$102.95	$102.95
Expense	05/24/2024	One Legal Invoice No. 06060302	1.00	$102.95	$102.95
Expense	05/24/2024	One Legal Invoice No. 06060856	1.00	$102.95	$102.95
Expense	05/24/2024	One Legal Invoice No. 06061101	1.00	$17.71	$17.71
Expense	05/24/2024	One Legal Invoice No. 06062311	1.00	$79.48	$79.48
Expense	05/24/2024	One Legal Invoice No. 06062453	1.00	$79.48	$79.48
Expense	06/03/2024	Lexis Nexis	1.00	$396.00	$396.00
Expense	06/20/2024	One Legal Invoice No. 06137430	1.00	$17.71	$17.71
Expense	07/01/2024	LexisNexis	1.00	$434.00	$434.00
Expense	07/05/2024	One Legal invoice No. 06177836	1.00	$17.71	$17.71
Expense	07/15/2024	One Legal Invoice No. 06201575	1.00	$17.71	$17.71
Expense	08/01/2024	LexisNexis	1.00	$853.00	$853.00
Expense	08/15/2024	One Legal Invoice No. 06201521	1.00	$51.48	$51.48
Expense	09/16/2024	LexisNexis	1.00	$286.00	$286.00
Expense	09/30/2024	LexisNexis	1.00	$242.00	$242.00
Expense	11/01/2024	LexisNexis	1.00	$341.00	$341.00
Expense	12/01/2024	LexisNexis	1.00	$231.00	$231.00

Expense	12/31/2024	LexisNexis	1.00	$30.18	$30.18
Expense	01/08/2025	Mediation Fees- Kevin Barnes.	1.00	$7,500.00	$7,500.00
Expense	01/09/2025	One Legal/Court Fees	1.00	$19.82	$19.82
Expense	01/31/2025	LexisNexis	1.00	$22.66	$22.66
Expense	02/28/2025	LexisNexis	1.00	$30.15	$30.15
Expense	03/31/2025	LexisNexis	1.00	$30.37	$30.37
Expense	04/30/2025	LexisNexis	1.00	$27.58	$27.58
Expense	05/30/2025	LexisNexis	1.00	$2.51	$2.51
Expense	06/01/2025	LexisNexis	1.00	$33.60	$33.60
Expense	06/12/2025	Expert Fee -Berger Consulting Group	1.00	$16,965.00	$16,965.00
Expense	07/01/2025	One Legal/Court Fees	1.00	$19.82	$19.82
Expense	07/01/2025	LexisNexis	1.00	$35.85	$35.85
Expense	08/01/2025	LexisNexis	1.00	$27.92	$27.92
Expense	08/07/2025	Mediation Fees Refund - Kevin Barnes	1.00	-$7,500.00	-$7,500.00
Expense	08/18/2025	Mediation Fees - Signature Resolution	1.00	$8,750.00	$8,750.00
Expense	09/09/2025	One Legal/Court Fees	1.00	$19.82	$19.82
Expense	09/30/2025	LexisNexis	1.00	$32.78	$32.78
Expense	10/30/2025	LexisNexis	1.00	$37.78	$37.78
Expense	11/01/2025	LexisNexis	1.00	$29.07	$29.07
Expense	11/06/2025	Expert Fees - Berger Consulting	1.00	$2,767.50	$2,767.50
Expense	12/01/2025	LexisNexis	1.00	$35.72	$35.72
Expense	12/11/2025	One Legal/Court Fees	1.00	$19.82	$19.82
Expense	01/01/2026	LexisNexis	1.00	$36.93	$36.93
Expense	02/01/2026	LexisNexis	1.00	$24.20	$24.20
Expense	03/01/2026	LexisNexis	1.00	$21.33	$21.33
Expense	03/12/2026	One Legal/Court Fees	1.00	$20.91	$20.91
Expense	05/01/2026	LexisNexis	1.00	$21.99	$21.99
Expense	06/01/2026	LexisNexis	1.00	$0.76	$0.76
Expense	07/01/2026	LexisNexis	1.00	$16.27	$16.27
Expense	07/01/2026	LexisNexis	1.00	$5.81	$5.81

Expense	08/01/2026	LexisNexis	1.00	$16.04	$16.04
				Expenses Subtotal	**$38,446.77**

Time Keeper	Quantity	Rate	Total
AJ Bhowmik	42.0	$895.00	$37,590.00
Scott Blumenthal	16.0	$450.00	$7,200.00
Nicholas De Blouw	16.3	$850.00	$13,855.00
Ricardo Ehmann	15.7	$675.00	$10,597.50
Jeffrey Herman	76.6	$750.00	$57,450.00
Trevor Moran	109.2	$450.00	$49,140.00
Kyle Nordrehaug	6.95	$950.00	$6,602.50
Sergio Puche	59.7	$675.00	$40,297.50
Heather Drosi	18.3	$250.00	$4,575.00
		Quantity Total	**360.75**
		Subtotal	**$265,754.27**
		Total	**$265,754.27**

Detailed Statement of Account

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
2	10/23/2026	$265,754.27	$0.00	$265,754.27
			Outstanding Balance	**$265,754.27**
			Total Amount Outstanding	**$265,754.27**

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

Please pay within 30 days.

EXHIBIT: 3

Blumenthal Nordrehaug Bhowmik De Blouw LLP
2255 Calle Clara, La Jolla, California 92037
Tel: (858) 551-1223
Fax: (885) 551-1232

FIRM RESUME

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

ATTORNEY BIOGRAPHIES

Norman B. Blumenthal
Partner, Blumenthal Nordrehaug Bhowmik De Blouw LLP (2018 to present)
Practice Areas: Consumer and Securities Class Action, Civil Litigation, Wage and Hour Class Actions, Transactional Law
Admitted: 1973, Illinois; 1976, California
Biography: Law Clerk to Justice Thomas J. Moran, Illinois Supreme Court, 1973-1975, while on Illinois Court of Appeals. Instructor, Oil and Gas Law: California Western School of Law, 1981; University of San Diego School of Law, 1983. Sole Practitioner 1976-1987. Partner, Blumenthal & Ostroff, 1988-1995. Partner, Blumenthal, Ostroff & Markham, 1995-2001. Partner, Blumenthal & Markham, 2001-2007. Partner, Blumenthal & Nordrehaug, 2007. Partner, Blumenthal, Nordrehaug & Bhowmik, 2008-2018. Partner, Blumenthal Nordrehaug Bhowmik De Blouw LLP, 2018 - present.
Member: San Diego County, Illinois State and American Bar Associations; State Bar of California.
Educated: University of Wisconsin (B.A., 1970); Loyola University of Chicago (J.D., 1973); Summer Intern (1971) with Harvard Voluntary Defenders

Kyle R. Nordrehaug
Partner, Blumenthal Nordrehaug Bhowmik De Blouw LLP (2018 to present)
Practice Areas: Consumer and Securities Class Actions, Wage and Hour Class Actions, Civil Litigation
Admitted: 1999, California
Biography: Associate, Blumenthal, Ostroff & Markham, 1999-2001. Associate, Blumenthal & Markham, 2001-2007. Partner, Blumenthal & Nordrehaug, 2007. Partner, Blumenthal, Nordrehaug & Bhowmik, 2008-2017
Member: State Bar of California, Ninth Circuit Court of Appeals, Third Circuit Court of Appeals
Educated: University of California at Berkeley (B.A., 1994); University of San Diego School of Law (J.D. 1999)
Awards: Top Labor & Employment Attorney 2016; Top Appellate Reversal - Daily Journal 2015; Super Lawyer 2015-2018

Aparajit Bhowmik
Partner, Blumenthal Nordrehaug Bhowmik De Blouw LLP (2018 to present)
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Admitted: 2006, California
Educated: University of California at San Diego (B.A., 2002); University of San Diego School of Law (J.D. 2006)
Biography: Partner, Blumenthal, Nordrehaug & Bhowmik, 2008-2017
Awards: Rising Star 2015

Nicholas J. De Blouw
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Ricardo Ehmann
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Practice Areas: Civil Litigation; Wage and Hour Class Actions
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Admitted: 2013, California
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Trevor Moran
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Practice Areas: Civil Litigation; Wage and Hour Class Actions
Admitted: 2020, California
Educated: University of Rhode Island; California Western School of Law

Adolfo Sanchez Contreras
Associate Attorney
Practice Areas: Civil Litigation; Wage and Hour Class Actions
Admitted: 2024, California; 2014, Mexico
Educated: The Juarez University

REPORTED CASES

Sakkab v. Luxottica Retail N. Am., Inc., 803 F.3d 425 (9th Cir. 2015) (The panel reversed the district court's order granting Luxottica Retail North America, Inc.'s motion to compel arbitration of claims and dismissing plaintiff's first amended complaint, in a putative class action raising class employment-related claims and a non-class representative claim for civil penalties under the Private Attorney General Act.);
Securitas Security Services USA, Inc. v. Superior Court, 234 Cal. App. 4th 1109 (Cal. Feb. 27, 2015) (Court of Appeal concluded the trial court correctly ruled that *Iskanian* rendered the PAGA waiver within the parties' dispute resolution agreement unenforceable. However, the Court of Appeal then ruled the trial court erred by failing to invalidate the non-severable class action waiver from the agreement and remanded the entire complaint, including class action and PAGA claims, be litigated in the Superior Court);
Sussex v. United States Dist. Court for the Dist. of Nev., 781 F.3d 1065 (9th Cir. 2015) (The panel determined that the district court clearly erred in holding that its decision to intervene mid-arbitration was justified under Aerojet-General. Specifically, the panel held that the district court erred in predicting that an award issued by the arbitrator would likely be vacated because of his "evident partiality" under 9 U.S.C. § 10(a)(2).);
Provost v. YourMechanic, Inc., 2020 Cal. App. Lexis 955 (Oct. 15, 2020) (Court of Appeals affirmed denial of arbitration of PAGA claim, and held in a case of first impression, that there was no additional standing rules for PAGA claim brought by independent contractor);
In re Tobacco Cases II, 41 Cal. 4th 1257 (2007); Washington Mutual Bank v. Superior Court, 24 Cal. 4th 906 (2001); Rocker v. KPMG LLP, 148 P.3d 703; 122 Nev. 1185 (2006); PCO, Inc. v. Christensen, Miller, Fink, Jacobs, Glaser, Weil & Shapiro, LLP, 150 Cal. App. 4th 384 (2007); Hall v. County of Los Angeles, 148 Cal. App. 4th 318 (2007); Coshow v. City of Escondido, 132 Cal. App. 4th 687 (2005); Daniels v. Philip Morris, 18 F.Supp 2d 1110 (S.D. Cal.1998); Gibson v. World Savings & Loan Asso., 103 Cal. App. 4th 1291 (2003); Jordan v. Department of Motor Vehicles,

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No. 37-2018-00047639-CU-OE-CTL; Erickson v. Erickson – Contra Costa Counrt Superior Court, Case No. MSC18-00307; Martin v. Menzies Aviation (USA) Inc. – San Francisco County Superior Court, Case No. CGC-18-566072; Mortimer v. Healthsouth Bakersfield Rehabilitation Hospital, LLC – Kern County Superior Court, Case No. BCV-18-102761; Alcaraz v. Red Lion Hotels Corporation – San Francisco County Superior Court, Case No. CGC-18-570310; Calhoun v. Total Transportation and Distribution, Inc. – San Diego County Superior Court, Case No. 37-2018-00058681-CU-OE-CTL; Rataul v. Overton Security Services, Inc. – Alameda County Superior Court, Case No. RG18891882; Beltran v. Compass Bank –San Diego County Superior Court, Case No. 37-2019-00024475-CU-OE-CTL; Kirshner v. Touchstone Golf, LLC – San Diego County Superior Court, Case No. 37-2018-00028865-CU-OE-CTL; Pizarro v.The Home Depot, Inc. – U.S. District Court for the Northern District of Georgia-Atlanta Division; Hatanaka v. Restore Rehabilitation, LLC – San Diego County Superior Court, Case No. 37-2018-00034780-CU-OE-CTL; Faria v. Carriage Funeral Holdings, Inc. – Contra Costa County Superior Court, Case No. MSC18-00606; Ontiveros v. Baker Concrete Construction, Inc. – Santa Clara County Superior Court, Case No. 18CV328679; Morales v. Redlands Automotive Services, Inc. – San Bernardino County Superior Court, Case No. CIVDS1807525; Ramirez v. Carefusion Resources, LLC –U.S. District Court, Southern District of California; Amster v. Starbucks Corporation – San Bernardino Superior Court, Case No. CIVDS1922016; Kutzman v. Derrel's Mini Storage, Inc. – U.S. District, Eastern District of California, Case No. 1:18-cv-00755-AWI-JLT; Marks v. Universal Propulsion Company, Inc.– Solano County Superior Court, Case No. FCS051608; Martinez v. Geil Enterprises, Inc. – Fresno County Superior Court, Case No. 17CECG01480; Teniente v. Cirrus Asset Management, Inc. – Los Angeles County Superior Court, Case No. 20STCV16302; Blackshear v. California Fine Wine & Spirits LLC – Sacramento County Superior Court, Case No. 34-2018-00245842; Warnick v. Golden Gate America West LLC – Los Angeles County Superior Court, Case No. BC714176; Bennett v. Dnata Aviation USA, Inc. – San Francisco County Superior Court, Case No. CGC-18-566911; George v. PF Stockton Fitness LLC – Sacramento County Superior Court, Case No. 34-2019-00261113-CU-OE-GDS; Oshana v. Farmers and Merchants Bank of Central California – Stanislaus County Superior Court, Case No. CV-19-003427; Vasquez v. Packaging Corporation of America, – U.S. District Court, California Central District, Case No. 2:19-cv-01935-PSG-PLA; Palomino v. Zara USA Inc. – Orange County Superior Court, Case No. 30-2018-00992682-CU-OE-CXC; Simmons v. Joe & The Juice LA, LLC – San Francisco County Superior Court; Pacia v. CIM Group, L.P. – Los Angeles County Superior Court, Case No. BC709666; Flores v. Plastic Express – Los Angeles County Superior Court, Case No. BC71971; Madera v. William Warren Properties, Inc. – Orange County Superior Court, Case No. 30-2019-01055704-CU-OE-CXC; Hernandez v. Quality Custom Distribution – Orange County Superior Court, Case No. 30-2018-01010611-CU-OE-CXC; Arango v. Schlumberger Technology Corporation –Orange County Superior Court, Case No. 30-2019-01056839-CU-OE-CXC; Dandoy v. West Coast Convenience, LLC – Alameda County Superior Court, Case No. HG20051121; Ramirez v. J E H Enterprises, Inc. – San Francisco County Superior Court, Case No. CGC-19-574691; Sullen v. First Service Residential California, LLC – San Francisco County Superior Court, Case No. CGC-19-575131; Valentino v. East Bay Tire Co, – Solano County Superior Court, Case No. FCS053067; Murphy v. Rockler Retail Group, Inc. – Sacramento Superior Court, Case No. 34-2019-00251220; Shahbazian v. Onewest Bank – Los Angeles County Superior Court, Case No. 19STCV23722; Bruemmer v. Tempur Retail Stores LLC – Marin County Superior Court, Case No. CIV1803646; Antonios v. Interface Rehab, Inc. – Orange County Superior, Case No. 30-2019-01067547-CU-OE-CXC; Tavallodi v. DC Auto, Inc. – San Bernardino, Case No. CIVDS1833598; Miranda v. The Lloyd Pest Control Co. – San Diego County Superior Court, Case No. 37-2018-00052510-CU-OE-CTL; Soenardi v. Magnussen Imports, Inc. – Santa Clara County Superior Court, Case No. 18CV340003; Thai v. Team Industrial Services, Inc. – Los Angeles County Superior Court, Case No. 19STCV21953; Castillo v. A.J. Kirkwood & Associates, Inc. – Los Angeles County Superior Court, Case No. 19STCV04435; Moss v. Jabil Inc, – Alameda County Superior Court, Case No. HG20050536; Billosillo, Jr. v. Crown Energy Services, Inc. – San Diego County Superior Court,

Case No. 37-2018-00058254-CU-OE-CTL; Tarkington v. Freetime, Inc. – San Diego County Superior Court, Case No. 37-2019-00011473-CU-OE-CTL; McIntyre v. J.J.R. Enterprises, Inc. – Sacramento County Superior Court, Case No. 34-2019-00251220; Bucur v. Pharmaca Integrative Pharmacy, Inc. – San Diego County Superior Court, Case No. 37-2019-00009409-CU-OE-CTL; Batin v. McGee Air Services, Inc. – Santa Clara County Superior Court, Case No. 19CV347733; Terry v. McGee Air Services, Inc. – King County Superior Court of Washington, Case No. 19-2-3321-5 KNT; Weiss v. Niznik Behavioral Health Resources, Inc. – San Diego County Superior Court, Case No. 37-2019-00039441-CU-OE-CTL; Cavada v. Inter-Continental Hotels Group, Inc. – U.S. District Court, Southern District of California, Case No. 3:19-cv-01675-GPC-AHG;Lesevic v. Spectraforce Technologies, Inc. – U.S. District Court, Northern District of California, Case No. 5:19-cv-03126-LHK; Mutchler v. Circle K Stores, Inc. – San Diego County Superior Court, Case No. 37-2020-00016331-CU-OE-CTL, Azima v. CSI Medical Group, – Santa Clara County Superior Court, Case No. 19CV345450; Porras v. Baypointe Enterprises, LLC – Los Angeles County Superior Court, Case No. 19STCV31015; Mitchell v. Mack Trucking, Inc. – San Bernardino County Superior Court, Case No. CIVDS1928334; Watts v. T.R.L. Systems, Incorporated – Orange County Superior Court, Case No. 30-2019-01102457-CU-OE-CXC; Price v. DMSD Restaurants Inc. – San Diego County Superior Court, Case No. 37-2019-00024062-CU-OE-CTL; Jacobs v. Nortek Security & Control LLC – San Diego County Superior Court, Case No. 37-2019-0019735-CU-OE-CTL; Gonzalez v. Hub International Midwest – San Bernardino County Superior Court, Case No. CIVDS1900463; Cisneros v. Bluepearl California, Inc. – San Mateo Superior Court, Case No. 19-CIV-05707; Garcia v. Gallagher Basset Services – San Bernardino Superior Court, Case No. CIVDS2004140; Callow v. Adventist Health System/West – Placer County Superior Court, Case No. SCV0043607; Dominguez v. Kimco Facility Services, LLC – Los Angeles County Superior Court, Case No. 19STCV37592; Searles v. Robert Heath Trucking, Inc. – Los Angeles County Superior Court, Case No. 19STCY30808; Rangel v. Pioneer Hi-Bred international, Inc. – Yolo County Superior C ourt, Case No. CV-19-1797; Ivon v. Sinclair Television of California, Humboldt County Superior Court, Case No. DR190699; Williams v. Henkels & McCoy, Inc. – San Bernardino County Superior Court, Case No. CIVDS2003888; Cano v. Larry Green Chrysler Jeep Dodge, Inc. – Riverside County Superior Court, Case No. BLC1900184; Lopez v. Cepheid – Santa Clara County Superior Court, Case No. 19CV358827; Hernandez v. Quick Dispense, Inc. – Los Angeles County Superior Court, Case No. 19STCV29405; Lopez v. Lacoste USA, Inc. – San Bernardino County Superior Court, Case No. CIVDS1914626; Duhe v. Hospital Couriers Nevada, LLC – Contra Costa County Superior Court, Case No. MSC19-01377; Law v. Sequoia Equities, Incorporated – Contra Costa Superior Court, Case No. C19-01925; Dvorak v. Rockwell Collins, Inc. – San Diego County Superior Court, Case No. 37-2019-00064397-CU-OE-CTL; Noguera v. Metal Container Corporation – Riverside County Superior Court, Case No. RIC2003235; Leon v. Miller Event Management, Inc. – San Luis Obispo Superior Court, Case No. 19CV-0435; Leon v. Miller Event Management, Inc. – San Luis Obispo County Superior Court, Case No. 19CV-0435, Camacho-Bias v. Serve U Brands Inc. – Butte County Superior Court, Case No. 20CV00603; La Pietra v. Entertainment Partners Services, LLC – Los Angeles County Superior Court, Case No. 19STCV39529; Celis v. Theatre Box - San Diego, LLC – San Diego County Superior Court, Case No. ____ ; Ignacio v. Laboratory Corporation of America – U.S. District Court, California Central District, Case No. 2:19-cv-06079-AB-RAO; Kovnas v. Cahill Contractors LLC – Alameda County Superior Court, Case No. RG19037852; Hersh v. Mrs. Gooch's Natural Food – Los Angeles County Superior Court, Case No. 19STCV10444; Miller v. The Permanente Medical Group – Alameda County Superior Court, Case No. RG19045904; Vasquez v. Autoalert, LLC – Orange County Superior Court, Case No. 30-2019-01114549-CU-OE-CXC; Cavanaugh v. Morton Golf, LLC – Sacramento County Superior Court, Case No. 34-2019-00270176; Coley v. Monroe Operations, LLC – Alameda County Superior Court, Case No. RG20063188; Ramirez v. Sierra Aluminum Company – U.S. District Court, California Central District Court, Case No. 5:20-cv-00417-JGB-KK; Marrero v. Stat Med, P.C. – Alameda County Superior Court, Case No. HG19043214; Enriquez v. Solari Enterprises, Inc. – Los Angeles County Superior Court, Case No. 20STCV11129; Craig v.

Hometown Heart – San Francisco County Superior Court, Case No. CGC-20-582454; Lopez v. Hy0Lang Electric California, Inc. – San Diego County Superior Court, Case No. 37-2020-00012543-CU-OE-CTL; Heuklom v. Clara Medical Group, P.C. – San Francisco County Superior Court, Case No. CGC-20-585918; Dominguez v. Lifesafer of Northern California – Monterey County Superior Court, Case No. 20CV002586; Kiseleva v. Totalmed Staffing Inc. – U.S. District Court, California Northern District, Case No. 5:19-cv-06480; Vires v. Sweetgreen, Inc. – Santa Clara County Superior Court, Case No. 20CV365918; Kim v. Wireless Vision, LLC – San Bernardino County Superior Court, Case No. CIVDS2000074; Senoren v. Air Canada Corporation – Los Angeles County Superior Court, Case No. 20STCV13942; Clark v. Quest Diagnostics Incorporated – San Bernardino County Superior Court, Case No. CIVDS2018707; Green v. Shipt, Inc. – Los Angeles County Superior Court, Case No. 20STCV01001; Respass v. The Scion Group LLC – Sacramento County Superior County, Case No. 34-2020-00285265; Jackson v. Decathlon USA LLC – Alameda County Superior Court, Case No. RG2003024; Avacena v. FTG Aerospace Inc. – Los Angeles County Superior Court, Case No. 20STCV28767; Perez v. Butler America, LLC – Los Angeles County Superior Court, Case No. 20STCV20218; Christensen v. Carter's Retail, Inc. – Orange County Superior Court, Case No. 30-2020-01138792-CU-OE-CXC; Astudillo v. Torrance Health Association, Inc. – Los Angeles County Superior Court, Case No. 20STCV18424; Hansen v. Holiday Al Management Sub LLC – Contra Costa County Superior Court, Case No. CIVMSC20-00779; Almahdi v. Vitamin Shoppe Industries Inc – Santa Clara County Superior Court, Case No. 20CV365150; Krisinda v. Loyal Source Government Services LLC – U.S. District Court, California Southern District, Case No. 3:20-cv-879-LAB-NLS; Ettedgui v. WB Studio Enterprises Inc – U.S. District Court, California Central District, Case No. 2:20-CV-08053-MCS (MAAx); Fernandez v. Nuvision Federal Credit Union – Orange County Superior Court, Case No. 30-2020-01161691-CU-OE-CJC; Aviles v. UPS Supply Chain Solutions, Inc. – Riverside County Superior Court, Case No. RIC2000727; Alcocer v. DSV Solutions, LLC – San Bernardino Superior Court, Case No. CIVDS2010345; Wilson v. Wholesome Harvest Baking, LLC – U.S. District Court, California Northern District, Case No. 4:20-cv-05186-YGR; Gregory v. Verio Healthcare, Inc. – Los Angeles County Superior Court, Case No. 20STCV37254; Rose v. Impact Group, LLC – Orange County Superior Court, Case No. 30-2020-01141107-CU-OE-CXC; Monasterio v. Citibank, N.A. – San Mateo County Superior Court, Case No. 20-CIV-03650; Martinez-Lopez v. Medamerica, Inc. – San Diego County Superior Court, Case No. 37-2020-00034393-CU-OE-CTL; Cox v. PRB Management, LLC – Solano County Superior Court, Case No. FCS055514; Nash v. K. Hovnanian Companies, LLC – Riverside County Superior Court, Case No. RIC2003319; Kyler v. Harbor Freight Tools USA, Inc. – San Diego County Superior Court, Case No. 37-2020-00015828-CU-OE-CTL; Roberts v. Solantic Corporation – Los Angeles County Superior Court, Case No. 20STCV41117; Price v. Mistras Group, Inc. – Los Angeles County Superior Court, Case No. 20STCV22485; Macias v. ABM Electrical & Lighting Solutions, Inc. – San Diego County Superior Court, Case No. 37-2020-00024997-CU-OE-CTL; Basu-Kesselman v. Garuda Labs, Inc. – San Francisco County Superior Court, Case No. CGC-20-585229; Armstrong v. Prometric LLC – Los Angeles County Superior Court, Case No. 20STCV29967; Ashlock v. Advantis Medical Staffing, LLC – San Diego County Superior Court, Case No. 37-2020-00022305-CU-OE-CTL; Wilson v. WXI Global Solutions, LLC – Los Angeles County Superior Court, Case No. 20STCV25007; Gandhale v. Select Rehabilitation, LLC – Monterey County Superior Court, Case No. 20CV002240; Starvoice v. G4S Secure Solutions (USA) Inc. – San Diego County Superior Court, Case No. 37-2020-00029421-CU-OE-CTL; Mbise v. Axlehire, Inc. – Alameda County Superior Court, Case No. RG20067350; Points v. C&J Services, Inc. – Kern County Superior Court, Case No. BCV-20-102483; Marshall v. PHI Air Medical, LLC – Lassen County Superior Court, Case No. 62973; Jauregui v. Cyctec Egineered Materials, Inc. – Orange County Superior Court, Case No. 30-2020-01164932-CU-OE-CXC

EXHIBIT: 4

LAFFEY MATRIX

History
Case Law
See the Matrix
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			Years Out of Law School *				
Year	Adjustmt Factor**	Paralegal/ Law Clerk	1-3	4-7	8-10	11-19	20 +
6/01/25- 5/31/26	1.075336	$277	$508	$625	$902	$1,019	$1,227
6/01/24- 5/31/25	1.080182	$258	$473	$581	$839	$948	$1,141
6/01/23- 5/31/24	1.059295	$239	$437	$538	$777	$878	$1,057
6/01/22- 5/31/23	1.085091	$225	$413	$508	$733	$829	$997
6/01/21- 5/31/22	1.006053	$208	$381	$468	$676	$764	$919
6/01/20- 5/31/21	1.015894	$206	$378	$465	$672	$759	$914
6/01/19- 5/31/20	1.0049	$203	$372	$458	$661	$747	$899
6/01/18- 5/31/19	1.0350	$202	$371	$455	$658	$742	$894
6/01/17- 5/31/18	1.0463	$196	$359	$440	$636	$717	$864
6/01/16- 5/31/17	1.0369	$187	$343	$421	$608	$685	$826
6/01/15- 5/31/16	1.0089	$180	$331	$406	$586	$661	$796
6/01/14- 5/31/15	1.0235	$179	$328	$402	$581	$655	$789
6/01/13- 5/31/14	1.0244	$175	$320	$393	$567	$640	$771
6/01/12- 5/31/13	1.0258	$170	$312	$383	$554	$625	$753
6/01/11- 5/31/12	1.0352	$166	$305	$374	$540	$609	$734
6/01/10- 5/31/11	1.0337	$161	$294	$361	$522	$589	$709
6/01/09- 5/31/10	1.0220	$155	$285	$349	$505	$569	$686
6/01/08- 5/31/09	1.0399	$152	$279	$342	$494	$557	$671
6/01/07-5/31/08	1.0516	$146	$268	$329	$475	$536	$645
6/01/06-5/31/07	1.0256	$139	$255	$313	$452	$509	$614
6/1/05-5/31/06	1.0427	$136	$249	$305	$441	$497	$598
6/1/04-5/31/05	1.0455	$130	$239	$293	$423	$476	$574
6/1/03-6/1/04	1.0507	$124	$228	$280	$405	$456	$549
6/1/02-5/31/03	1.0727	$118	$217	$267	$385	$434	$522
6/1/01-5/31/02	1.0407	$110	$203	$249	$359	$404	$487
6/1/00-5/31/01	1.0529	$106	$195	$239	$345	$388	$468
6/1/99-5/31/00	1.0491	$101	$185	$227	$328	$369	$444

6/1/98-5/31/99	1.0439	$96	$176	$216	$312	$352	$424
6/1/97-5/31/98	1.0419	$92	$169	$207	$299	$337	$406
6/1/96-5/31/97	1.0396	$88	$162	$198	$287	$323	$389
6/1/95-5/31/96	1.032	$85	$155	$191	$276	$311	$375
6/1/94-5/31/95	1.0237	$82	$151	$185	$267	$301	$363

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

* ï¿½Years Out of Law Schoolï¿½ is calculated from June 1 of each year, when most law students graduate. ï¿½1-3" includes an attorney in his 1st, 2nd and 3rd years of practice, measured from date of graduation (June 1). ï¿½4-7" applies to attorneys in their 4th, 5th, 6th and 7th years of practice. An attorney who graduated in May 1996 would be in tier ï¿½1-3" from June 1, 1996 until May 31, 1999, would move into tier ï¿½4-7" on June 1, 1999, and tier ï¿½8-10" on June 1, 2003.

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

EXHIBIT: 5

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WRITERS EXT: 1004

March 8, 2023
CA 2877

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

Labor and Workforce Development Agency
Online Filing

Autozoners, LLC
Certified Mail #70223330000181863678
CT Corporation System
AMANDA GARCIA
330 N BRAND BLVD, Suite 700
GLENDALE, CA 91203

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 Autozoners, LLC in California, including any employees staffed with Autozoners, LLC by a third party, and classified as non-exempt employees during the time period of March 8, 2022 until a date as determined by the Court. Our offices represent Plaintiff Zachary Lewis ("Plaintiff") and other Aggrieved Employees in a lawsuit against Autozoners, LLC ("Defendant"). Plaintiff was employed by Defendant in California from April 13, 2022 to October 17, 2022. Plaintiff was 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 Plaintiff 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 Plaintiff and Aggrieved Employees to report for work, but "furnished less than half said employee's usual or scheduled day's work," Defendant violated Cal. Code Regs., tit. 8 § 11040, subd. 5(A) by failing to pay Plaintiff and Aggrieved Employees for at least two (2) hours' worth of work at their regular rate of pay. In addition, when Defendant required Plaintiff and Aggrieved Employees to respond to and engage in additional work, this resulted in a second reporting for work in a single workday, and Defendant failed to pay these employees reporting time pay as required by Cal. Code Regs., tit. 8, § 11040, subd. 5(B). Further, Defendant failed to advise Plaintiff and the other Aggrieved

Employees of their right to take separately and hourly paid duty-free ten (10) minute rest periods. *See Vaquero v. Stoneledge Furniture, LLC*, 9 Cal. App. 5th 98, 110 (2017). Additionally, pursuant to Labor Code § 204 *et seq.*, Defendant failed to timely provide Plaintiff and other Aggrieved Employees with their wages. Plaintiff further contends that Defendant failed to provide accurate wage statements to her, and other Aggrieved Employees, in violation of California Labor Code section 226(a). Specifically, PLAINTIFF 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 PLAINTIFF 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, Plaintiff contends that Defendant failed to comply with Industrial Wage Order 7(A)(3) in that Defendant failed to keep time records showing when Plaintiff began and ended each shift and meal period. Plaintiff and other Aggrieved Employees perform tasks that reasonably permit sitting, and a seat would not interfere with their performance of any of their tasks that may require them to stand. Defendant failed to provide Plaintiff and other Aggrieved Employees with suitable seats. Said conduct, in addition to the foregoing, as well as the conduct alleged in the incorporated Complaint, violates Labor Code §§ 201, 202, 203, 204 *et seq.*, 210, 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 Plaintiff against Defendant, which (i) identifies the alleged violations, (ii) details the facts and theories which support the alleged violations, (iii) details the specific work performed by Plaintiff, (iii) sets forth the people/entities, dates, classifications, violations, events, and actions which are at issue to the extent known to Plaintiff, and (iv) sets forth the illegal practices used by Defendant, is attached hereto. This information provides notice to the Labor and Workforce Development Agency of the facts and theories supporting the alleged violations for the agency's reference. Plaintiff therefore incorporates the allegations of the attached Complaint into this letter as if fully set forth herein. If the agency needs any further information, please do not hesitate to ask.

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

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

Respectfully,

/s/ *Nicholas J. De Blouw*

Nicholas J. De Blouw, Esq.

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June 2, 2026
CA 2877

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

Labor and Workforce Development Agency
Online Filing

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AMENDED NOTICE OF LWDA Case No. LWDA-CM-940740-23

Re: Amended 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:

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Our offices represent Zachary Lewis ("Plaintiff Lewis") and Rafael Miravete and other Aggrieved employees in a lawsuit against Autozoners, LLC ("Defendant").

Plaintiff Lewis originally sent a PAGA Notice on March 8, 2023, which gave notice to the LWDA and Defendant to enable Plaintiff Lewis to proceed with the Complaint against Defendant as authorized by California Labor Code section 2699 et. seq.

This Amended Notice is intended to amend Plaintiff Lewis' original PAGA Notice to add Plaintiff Rafale Miravete, and to clarify the PAGA Period and Aggrieved Employee Definition.

"Aggrieved Employees" refers to all individuals who are or previously were employed by Autozoners, LLC in California, and classified as non-exempt employees at any time during the period of October 5, 2022 through January 10, 2026 ("PAGA Period").

Plaintiff Lewis was employed by Defendant in California as an auto parts salesman from April 13, 2022 to October 17, 2022. Plaintiff Miravete, worked as a commercial driver and commercial manager from July 2021 through May 2023 at Defendant's University Avenue location in San Diego California. Plaintiffs were at all times classified by Defendant as a non-exempt employees, 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. Moreover, when Defendant required Plaintiff and Aggrieved Employees to report for work, but "furnished less than half said employee's usual or scheduled day's work," Defendant violated Cal. Code Regs., tit. 8 § 11040, subd. 5(A) by failing to pay Plaintiff and Aggrieved Employees for at least two (2) hours' worth of work at their regular rate of pay. In addition, when Defendant required Plaintiff and Aggrieved Employees to respond to and engage in additional work, this resulted in a second reporting for work in a single workday, and Defendant failed to pay these employees reporting time pay as required by Cal. Code Regs., tit. 8, § 11040, subd. 5(B). Further, Defendant failed to advise Plaintiff and the other Aggrieved Employees of their right to take separately and hourly paid duty-free ten (10) minute rest periods. *See Vaquero v. Stoneledge Furniture, LLC*, 9 Cal. App. 5th 98, 110 (2017). Additionally, pursuant to Labor Code § 204 *et seq.*, Defendant failed to timely provide Plaintiff and other Aggrieved Employees with their wages. Plaintiff further contends that Defendant failed to provide accurate wage statements to her, and other Aggrieved Employees, in violation of California Labor Code section 226(a). Specifically, PLAINTIFF 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 PLAINTIFF 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,

Plaintiff contends that Defendant failed to comply with Industrial Wage Order 7(A)(3) in that Defendant failed to keep time records showing when Plaintiff began and ended each shift and meal period. Plaintiff and other Aggrieved Employees perform tasks that reasonably permit sitting, and a seat would not interfere with their performance of any of their tasks that may require them to stand. Defendant failed to provide Plaintiff and other Aggrieved Employees with suitable seats. Said conduct, in addition to the foregoing, as well as the conduct alleged in the incorporated Complaint, violates Labor Code §§ 201, 202, 203, 204 *et seq.*, 210, 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.

Specifically, prior to clocking in on Tuesday and Wednesdays, Plaintiff Miravete arrived early at 6:30 am to open up the back area and assist the oil truck pumping process prior to clocking in at 7:00pm. The policy was not to clock in before his shift as told by the Regional Manager Danny Hernandez. Staff and Managers would ask on average 3 times a week to carry out duties off the clock after clocking out such as: ringing up customers, taking out the trash "because it was on his way out". The time system required employees to clock out after 8 hours and continue working to finish his job duties, such as ensuring cars were parked in the correct spot, closing accounts and ensuring drivers return with the money and or parts. Monday, Wednesday and Friday's Plaintiff Miravete typically stayed 10-40 minutes after clocking out. Plaintiff Lewis recalls being asked by Managers Andrew, Abraham and Antonio to ask him to complete tasks such as installing a battery, wiper blade or help a customer at least every other week. Plaintiffs recall the point of sale providing receipt slips each clock in and clock out however they were inaccurate due to off the clock pre and post shift duties.

Additionally, Defendant's stores were often short staffed. Plaintiffs agree, that late lunches and no lunches were common due to stocking and deliveries or helping customers on every single shift. Plaintiff Lewis contends Defendant paid only ½ of his violations when he did not take his lunch. Defendant's Managers Victor and Ronald set the lunch schedules. However, regularly, Plaintiff Miravete took late lunches and was asked to clock out prior to the end of the 5th hour and finish helping the customer and go to lunch a few minutes late around once a week. When there was no coverage employees went to lunch late and sometimes meal periods premiums were paid. Plaintiff Lewis typically took his lunch in the backroom and was asked personally via text by his managers to return early from lunch when he was able to take them at least twice a month due to a long line of customers, under staffing and other issues. Plaintiff's calculated Defendant's net meal violation rate is 16.5%. Consistent with the facts, most are late first and missed first meals.

Defendant's own policies include the incorrect rate at which Overtime must be paid which is a clear violation. Overtime "is paid one and one-half times the hourly rate for any hours worked over 40 hours in any given week." Handbook Exhibit 1 AZ_LEWIS_000340. Additionally, Defendant implemented Bonus programs for sales and store managers which were not included in the calculation of wages at the regular rate of pay. Bonus Plans Exhibit 2 AZ_LEWIS_000406-000414.

Employees of Defendant were required to use their personal cell phones to send and receive calls and texts from co-workers and managers several times a day. Commercial Manager Gabriel texted Plaintiff Miravete for updates on delivery and to update routes for additional pickups, and other duties, including at least 5 plus texts and several calls per day. Additionally, Employees were required to download the "Autozoners" and/or “Workday” applications on their persona cell phones. Employee schedules and lunch schedules were updated on the application and were checked daily

Defendant failed to provide seating of any kind for employees working at Defendant’s brick and mortar stores on the sales floor. No chairs or stools of any kind were available with the exception of one available stool for the commercial manager when on site.

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

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

Respectfully,

/s/ *Sergio J. Puche*

Sergio J. Puche, Esq.

EXHIBIT: 1

Store Handbook FY22.1

Click here **to see if there is a translation available for this document.** ***Note:*** **The English version of this document controls.**



Attendance and Work Schedule, Continued

Meal and Rest Period

Meal period

- An AutoZoner who works more than six consecutive hours is provided an unpaid meal period of not less than 30 minutes.
- Meal periods must be taken. AutoZoners who fail to receive a minimum of 30 minutes for their meal period, if applicable, during their scheduled shift are required to report it to the store manager as set forth in Problem-Solving Procedures in this handbook.
- AutoZoners are required to clock in and out for meal breaks.
- AutoZoners are permitted to eat meals in the store only in designated areas that are not within the view of customers.
- Meal breaks are scheduled based on hours worked and in accordance with applicable state laws.

Rest period

- AutoZone provides rest periods while balancing the AutoZoner's need for rest, work demands and customer service. AutoZoners receive paid rest periods based on the number of hours worked in each day and in accordance with any applicable state laws.
- AutoZoners who are nursing are provided with reasonable breaks to express breast milk as frequently as needed for up to one year after the birth of a child in a location free from intrusion and in accordance with any applicable state laws.

Exceptions: Hub drivers are required to comply with *Store Handbook Exceptions, Drivers with Extended Routes.* AutoZoners in the following states are required to comply with handbook policy exceptions applicable to specific state law: California, Colorado, Connecticut, Delaware, Illinois, Kentucky, Montana, New Hampshire, New York, North Dakota, Oregon, Washington, and including Puerto Rico.
Location: AutoZone Intranet/ **Policy Center**/ *Handbook Exceptions*
Note: AutoZone complies with applicable local, state and federal laws.

Overtime

- AutoZoners may be required to work overtime.
- All overtime:
  - must be approved by the store or district manager
  - is paid one and one-half times the hourly rate for any hours worked over 40 hours in any given week
  - is subject to state laws
- The store manager makes every effort to let AutoZoners know in advance if they are needed for overtime work.

Exception: AutoZoners in the following states are required to comply with handbook policy exceptions applicable to specific state law: California.
Location: AutoZone Intranet/ **Policy Center** / *Handbook Exceptions*

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EXHIBIT: 2

Attendance and Work Schedule, Continued

Emergency Volunteers

AutoZoners who are emergency volunteers – including EMTs, firefighters, reserved peace officers and police officers – are expected to:

- register as a volunteer with their manager/supervisor
- notify the manager/supervisor about any emergency to which they are called as soon as possible
- ensure that there is someone to cover for them before leaving if there is only one other AutoZoner in the store

Note: Upon returning to work, the manager/supervisor may request documentation that explains the AutoZoner's participation in the emergency.

Severe Weather

AutoZone stores maintain normal operating hours and, with few exceptions, remains open during severe weather conditions.

AutoZoners who are delayed or absent as a result of severe weather must contact their manager/supervisor. If AutoZoners are delayed, they must indicate their expected arrival time.

Managers must provide contact information to direct reports when severe weather is expected.

On days when weather conditions worsen as the day progresses, AutoZone management may decide to close stores early. In such cases, a decision and an announcement will be made by AutoZone management. AutoZoners are expected to remain at work until the appointed closing time, unless they receive permission from their store manager to do otherwise.

Attendance Violations

Attendance policy violations are assigned points for each occurrence. Occurrence points are tracked for a **rolling 12-month period**.

An AutoZoner's occurrence points and a schedule showing how points are determined are posted daily in each store.

Accumulated points stay with an AutoZoner upon leaving the company for a period of 1 year. AutoZoners rehired within the 1-year period are rehired with the previously accumulated points.

After 90 consecutive days of perfect attendance, the oldest occurrence points fall off the Attendance Report.

Store management is responsible for printing and posting the Attendance Report daily.

Location: DOC\Management\AZ KPI Reporting\Payroll

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AZ_Lewis 000341

Attendance and Work Schedule, Continued

Occurrence Points Occurrence points are assigned for tardiness and absence as listed below.

If …	And …	Which incurs the following occurrence points:
tardy	provides proper notification	1/2 point. **Exception:** No points are assigned when the AutoZoner does not work the schedule because of intermittent family and medical leave or other leave required by local or federal law.
tardy	does not provide proper notification	1 point. **Exception:** No points are assigned if the failure to provide proper notification is a direct result of the serious health condition of the AutoZoner, spouse, child or parent and the tardiness is FMLA-qualifying.
absent	due to illness and provides: • proper notification • doctor's note	no points are assigned for absences of any length. **Exception:** If a state or local paid sick leave law prohibits employers from requesting a doctor's note, the AutoZoner is relieved of this obligation.
absent	for personal reasons and provides proper notification	1 point for each day of absence. **Exception:** No points are assigned when the AutoZoner is absent, with proper verification, as the result of: • an FMLA qualifying event such as: - to care for a child, parent or spouse with a serious health condition/service-related illness or injury - as the result of a qualifying exigency related to military service (such as an immediate demand to relocate), or - related to adoption or foster care, or • a death in the family within the funeral leave policy, or • other leave required by local or federal law
absent	does not provide proper notification	2 points for each day of absence. **Exception:** No points are assigned if the: • AutoZoner's failure to provide proper notification is a direct result of the serious health condition of the AutoZoner, spouse, child or parent, and • AutoZoner is absent, with proper verification, as the result of an FMLA qualifying event such as - to care for a child, parent or spouse with a serious health condition/service-related illness or injury - the result of a qualifying exigency related to military service (such as an immediate demand to relocate), or - related to adoption or foster care, or • a death in the family within the funeral leave policy, or • other leave required by local or federal law.
Absent	is suspended from work by AutoZone	no points.

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Attendance and Work Schedule, Continued

Occurrence points (continued)

If …	And …	Which incurs the following occurrence points:
a no call	no show	6 points for each day of absence. **Exception:** No points are assigned if the • AutoZoner's failure to provide proper notification is a direct result of the serious health condition of the AutoZoner, spouse, child or parent, and • AutoZoner is absent, with proper verification, as the result of an FMLA qualifying event such as - to care for a child, parent or spouse with a serious health condition/service-related illness or injury - the result of a qualifying exigency related to military service (such as an immediate demand to relocate), or - related to adoption or foster care. • AutoZoner's failure to provide proper notification is a direct result of the serious health condition of the AutoZoner, with proper verification, under other health related leave required by local or federal law.
absent/ tardy	on a weekend **Definition of weekend:** Friday, Saturday and Sunday	double the number of occurrence points for each day of absence. **Exception:** No points are assigned when the AutoZoner is absent as the result of • an FMLA qualifying event such as - to care for a child, parent or spouse with a serious health condition/service-related illness or injury - the result of a qualifying exigency related to military service (such as an immediate demand to relocate), or - related to adoption or foster care • a death in the family within the funeral leave policy, or • other leave required by local or federal law.

Corrective Action for Occurrence Points within Rolling 12-Month Period

Unacceptable absenteeism and tardiness regardless of the reason is subject to corrective action unless otherwise prohibited by law. Corrective action is based on the number and type of occurrences.

Guideline: Corrective action for occurrence points

Occurrence Points Within a Rolling 12-Month Period	Corrective Action
2 occurrence points	1st verbal warning
4 occurrence points	2nd verbal warning
6 occurrence points	1st written warning
8 occurrence points	2nd written warning
10 occurrence points	serious violation
12 occurrence points	termination

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Attendance and Work Schedule, Continued

Exceptions for Issuing Occurrences for Absences/ Tardiness

No occurrences are issued for absences/tardiness due to situations described below.
Important: Exceptions not outlined in this policy count as an occurrence.

No occurrences are issued for absences/tardiness …	Related policy that also applies is covered in:
that are caused by a disability of which AZ is aware and can accommodate without undue hardship	The *Handbook* in topic: *Respect in the Workplace.* AutoZone makes reasonable accommodations for individuals with disabilities when: • the AutoZoner has a mental or physical impairment that substantially limits one or more major life activities as defined by the Americans with Disabilities Act Amendments Acts (ADAAA) • the absence was caused by a disability • the AutoZoner, or someone on the AutoZoner's behalf, requested through AutoZone's designated process a period of time off due to a disability • the AutoZoner's absences have not been unreasonably unpredictable, repeated, frequent or chronic • AutoZone is able to determine, from the request by or on behalf of the AutoZoner or through the interactive process, a definite or certain period of time off that the AZer would need because of a disability • the AutoZoner's need for time off from work as a reasonable accommodation does not pose a significant difficulty or expense for AutoZone's business **Important:** If you have a disability and require an accommodation relating to AutoZone's attendance policy, you must immediately contact Human Resources, in writing, to make AutoZone aware of your need for accommodation. **Managers**: If you become aware that an AutoZoner's absence is related to a disability, you must immediately contact Human Resources, in writing, so that the AutoZoner can be engaged in an interactive dialogue.
covered by AutoZone's Paid Sick Days or Short-Term Disability leave.	*AutoZone* ***Benefits Guide*** which is issued yearly and published at **https://AutoZoners.com. Note:** Available PTO, if applicable, may be used for the 2-day waiting period. If hospitalized, undergoing out-patient surgery or placed on a continuous leave of absence, earned sick days may be used for the first day of absence. **Policy reminder:** After being placed on leave, AutoZoners do not qualify for PTO or holidays until they return from leave.
approved as an FMLA leave of absence for illness of the AutoZoner or qualified family member.	• the *Handbook* in the topics: FMLA, FMLA eligibility, Situations covered by FMLA, FMLA restoration rights and limitations • *Leave of Absence Policy,* see ***Leave of Absence Guide*** published in Benefits Center/Forms and Resources published in Benefits Center/Forms and Resources.

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Attendance and Work Schedule, Continued

No occurrences are issued for absences/tardiness …	Related policy that also applies is covered in:
related to emergency volunteer responsibilities, such as EMT, firefighter and police officer.	the *Handbook* in the topic: *Attendance and Work Schedule/ Emergency volunteers*.
covered by approved PTO, funeral leave, military obligations, jury duty, hospital confinement, work-related injuries, approved leave of absence.	• the *Handbook* in the topics: PTO, Other Paid Time Off • *AutoZone* Benefits Guide which is issued yearly and published at **https://AutoZoners.com.**

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Bonus Plan – Commercial Sales Manager

Purpose

The purpose of this document is to provide Commercial Sales Managers with information related to their Bonus Plan including eligibility rules, targets, plan components, calculation methodology and the corresponding payout matrix.

Eligibility rules

General criteria

- Only one Commercial Sales Manager (CSM) per store is bonus eligible.
- You must be in a bonus-eligible position and active according to official payroll records on the last day of two periods in the quarter in order to be eligible for bonus for the quarter.
- Because bonuses are intended to reward loyalty and service, you must be actively employed on the bonus payout date to earn the bonus.
- The amount of your bonus is based on achieving your goals and is subject to management approval and discretion.

Leave of absence

- A bonus is not earned while on leave of absence unless otherwise required by law.
- A pro-rated bonus is paid for portions of the quarter in which you are not on leave and meet all other eligibility requirements.

Transfers and promotions/demotions

- If you transfer to a non-bonus eligible position prior to the bonus payout date, you receive a pro-rated award based on the period(s) you were bonus-eligible during the bonus quarter.
- If you are promoted (or demoted) from one bonus-eligible position to another during the quarter your bonus is pro-rated based on the number of periods in each bonus-eligible position during the quarter.

Earned bonuses, timing and method of payout

- Bonuses are earned on the payment date.
- The bonus payout date is generally within seven weeks after quarter end and distributed via the same method as your paycheck (direct deposit, etc.).

Components and definitions

The CSMs Bonus Plan is based on a Commercial sales matrix. Commercial sales attainment will be measured for each store to determine the bonus payout percentage. Related terms are defined below.

Term	Definition
Commercial Sales Attainment	Commercial Net Sales less AZO divided by COM Sales Target
Commercial Net Sales	Commercial sales minus AZO
AZO	Uncollected debt from a store's commercial accounts
Total base pay earnings	Regular earnings + Overtime earnings + Other eligible earnings (i.e., vacation or holiday earnings paid in lieu of regular earnings)

Commercial Sales Manager targets

The target bonus for Commercial Sales Managers is 10% of their base pay. The target bonus for each period is determined based on your total base pay earnings the last day of each qualifying period divided by 13 periods times 10 %. Note: For newly opened Commercial programs, the stores targets will be set to actuals for a minimum of 12 weeks.

Example

- Target bonus for the period = $3,620 (total base pay earnings) *10% = $362.00
- If total base pay earnings are the same for all three periods, then the target bonus for the quarter = $362.00 * 3 (periods) = $1,086.00

Bonus plan components: Commercial stores

Bonus plan components and payout calculations are defined in the tables below.

Paid When	% of Bonus	Component	Calculation	Upside Potential
Quarterly	**100%**	Total Commercial Sales = net Commercial sales (Commercial sales minus AZO)	Total Commercial sales compared against targets, based on the Payout Matrix	Uncapped based on reasonableness and integrity

Payout Matrix

The Bonus Plan payout matrix for CSMs in Commercial programs opened more than 12 weeks is shown below. For every 1% change in attainment, there is a 5% change in payout % until attainment goes over 120%. For every 1% change over 120% in attainment, it is a 1% change in payout %.

Note: Commercial Sales Attainment is weighted as 100% of total payout. To receive a bonus payout the CSM must meet a minimum threshold of $8,000 AWS and have a commercial sales attainment greater than or equal to 90% and there is no rounding. All CSM bonus payments of 210% or greater are reviewed by the Senior Vice President (SVP) of Store Operations for reasonableness and integrity.

Weighted 100%	
Commercial Sales Attainment	
% of Plan Achieved	% of target Paid
<90%	0.0%
90.0%	50.0%
95.0%	75.0%
100.0%	100.0%
105.0%	125.0%
110.0%	150.0%
115.0%	175.0%
120.0%	200.0%
125.0%	205.0%
130.0%	210.0%
135.0%	215.0%
140.0%	220.0%
145.0%	225.0%
150.0%	230.0%
155.0%	235.0%

Example of payout

The following is an example of a payout if a CSM is eligible for $1,086.00.

- **Attainment**: Attainment is measured for the store(s) under your responsibility on the last day of each period. The period-end results are then added together to calculate quarterly results.
- For the calculation below, assume the CSM has a Sales Attainment 110% for the quarter resulting in a 150% payout (150%*100%=150%).
- Payment: The 150% payout multiplied by the $1,086.00 of eligibility equals $1,629 (150% * $1086 = $1,629).

Legal Information

Nothing in this document or any other document describing or referring to the Bonus Plan shall confer on any participant the right to continue in the employ of AutoZone or affect the right of AutoZone to terminate the employment of any such person with or without cause.

As an AutoZoner, your employment is at-will and for no definite period of time. Employment may be terminated by you or AutoZone with or without any cause or notice at any time. Your at-will status cannot be altered verbally or otherwise.

The bonus is at the discretion of AutoZone and may be changed. Further, eligibility and/or bonus are tied to goals, which are at the discretion of AutoZone. AutoZone will withhold any federal, state, or local, domestic or foreign taxes as required by law or regulation or as AutoZone deems appropriate from any payments that it makes to participants hereunder. The Plan may be amended or terminated by AutoZone at any time.

The Bonus Plan does not require AutoZone to segregate any monies from its general funds or to create any trusts, or to make any special deposits for amounts payable to any participant.

No incentive commitment or unpaid incentive awards shall be pledged or transferred except as thisPlan provides in the case of death. If any participant makes such a pledge or transfer in violation of this Plan, any obligation of AutoZone shall terminate.

AutoZone withholds any federal, state, or local, domestic, or foreign taxes as required by law or regulation or as AutoZone deems appropriate from any payments that it makes to participants in accordance with this Plan.

The Bonus Plan and related actions are governed by the laws of the state of Tennessee without regard to its conflicts of law provisions, unless otherwise determined by applicable state law. The Bonus Plan may be amended or terminated by applicable state law. The Bonus Plan may be amended or terminated by AutoZone at any time.

Where required by federal or state law, certain categories of costs will be excluded from all initial plans and final earnings calculations.

Administration

To the extent disputes arise concerning this Plan, they will be resolved by AutoZone's Chief Executive Officer (CEO) and SVP, Human Resources, who have discretion and authority to:

- determine incentive eligibility in accordance with the language of this Plan
- interpret, administer, and implement the Bonus Plan
- make adjustments deemed advisable in order to give consideration to changes in accounting rules, principles or methods, or extraordinary events, and make adjustments to financial performance measures in recognition of such occurrences
- modify the Bonus Plan to ensure fairness to participants and AutoZone shareholders, including the right to cancel all award payments.

The Bonus Plan is entirely at the discretion of AutoZone and may be changed at any time with notice.

Questions?

Direct any questions regarding the Plan to: [redacted]

Bonus Plan – Store Manager

Purpose

The purpose of this document is to provide Store Managers with information related to their Bonus Plan, including eligibility rules, targets, plan components, calculation methodology and the corresponding payout matrix.

Eligibility rules

General criteria

- Only one Store Manager (SM) per store is bonus eligible.
- You must be in a bonus-eligible position and active according to official payroll records on the last day of two periods in the quarter to be eligible for bonus for the quarter.
- Because bonuses are intended to reward loyalty and service, you must be actively employed on the bonus payout date to earn the bonus.
- The amount of your bonus is based on achieving your goals and is subject to management approval and discretion.

Leave of absence

- A bonus is not earned while on leave of absence unless otherwise required by law.
- A pro-rated bonus is paid for portions of the quarter in which you are not on leave and meet all other eligibility requirements.

Transfers and promotions/demotions

- If you transfer to a non-bonus eligible position prior to the bonus payout date, you receive a pro-rated award based on the period(s) you were bonus-eligible during the bonus quarter.
- If you are promoted (or demoted) from one bonus-eligible position to another during the quarter, your bonus is pro-rated based on the number of periods in each bonus-eligible position during the quarter.

Earned bonuses, timing and method of payout

- Bonuses are earned on the payment date.
- The bonus payout date is generally within seven weeks after quarter end and distributed via the same method as your paycheck (direct deposit, etc.).

Components and definitions

The Store Manager's Bonus Plan is based on a retail sales and Commercial sales matrix. Retail Sales Attainment and Commercial Sales Attainment will be measured for each store to determine the bonus payout percentage. If a store is on the Fulfillment Model, the COM attainment will be based on the Home Store PIN Commercial Net Sales less AZO divided by COM Sales Target. A Fulfillment Model store's COM Sales are based on Home Store PIN sales. Related terms are defined below.

Term	Definition
Retail Sales Attainment	Retail Net Sales divided by Retail Sales Target
Retail Net Sales	Retail Sales less returns
Commercial Sales Attainment	Commercial Net Sales less AZO divided by Commercial Sales Target
Commercial Net Sales	Commercial sales minus AZO
AZO	Uncollected debt from a store's commercial accounts
Total base pay earnings	Regular earnings + Overtime earnings + Other eligible earnings (i.e., vacation or holiday earnings paid in lieu of regular earnings)

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Bonus Plan – Store Manager

Store Manager Targets

The minimum target bonus for Store Managers is 10% of their base pay. Additional bonus opportunities are illustrated in the table below.

Store Type	Add	Eligibility
Commercial	2.5%	Eligibility begins the first period of the quarter with Commercial and ceases the period after Commercial closes.
Hub or Feeder	2.5%	Eligibility begins the first period of the quarter as a Hub or Feeder, and ceases the period after the operation closes.
High volume or CAP Index	2.5%	Stores will be reviewed for eligibility once per quarter.

Bonus plan components: Commercial and retail stores

Bonus plan components and payout calculations are defined in the tables below.

COMMERCIAL STORES				
Paid	**% of Bonus**	**Component**	**Calculation**	**Upside Potential**
Quarterly	60%	**Retail Sales** = net retail sales	Retail sales compared against retail targets, based on the Payout Matrix.	Uncapped based on reasonableness and integrity.
Quarterly	40%	**Commercial sales** = net Commercial sales (Commercial sales minus AZO)	Commercial sales compared against Commercial targets, based on the Payout Matrix.	Uncapped based on reasonableness and integrity.
RETAIL STORES				
Paid	**% of Bonus**	**Component**	**Calculation**	**Upside Potential**
Quarterly	100%	**Total Sales** = net retail sales + net Commercial sales (Commercial sales minus AZO).	Total sales compared against targets, based on the Payout Matrix.	Uncapped based on reasonableness and integrity.

Calculating target bonuses

The target bonus for each quarter is determined based on your total base pay earnings on the last day of each qualifying period times store bonus eligibility % (see Store Manager Targets above). Stores with Commercial programs that do not meet a minimum threshold of $8,000 Commercial AWS will lose 2.5% of their bonus eligibility.

Example: 12.5% store that <u>does</u> meet the $8,000 Commercial AWS minimum threshold

- Target bonus for the period = $45,000 (total base pay earnings) / 13 * 12.5% = $432.69
- If the total base pay earnings are the same for all three periods, then the target bonus for the quarter = $432.69 * 3 (periods) = $1,298.07

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Example: 12.5% store that does not meet the $8,000 Commercial AWS minimum threshold

- Target bonus for the period = $45,000 (total base pay earnings) / 13 * 12.5% = $432.69
- New store bonus eligibility = 12.5% - 2.5% = 10%
- New target bonus for the period = $45,000 (total base pay earnings) / 13 * 10% = $346.15
- If the total base pay earnings are the same for all three periods, then the target bonus for the quarter = $346.15 * 3 (periods) = $1,038.45

Payout Matrix

The matrix used to calculate payouts for this Plan is illustrated in the table below. For every 1% change in attainment, there is a 5% change in payout % until attainment goes over 120%. For every 1% change over 120% in attainment, it is a 1% change in payout %.

Note: Retail sales attainment is weighted as 60% of total payout and Commercial sales attainment is weighted as 40%. No payout is given for retail sales attainment below 90% or Commercial sales attainment below 90% per quarter and there is no rounding. Bonus payouts greater than 210% of the target will be reviewed by the Senior Vice President (SVP), Operations for reasonableness and integrity.

Weighted 60%			Weighted 40%			Weighted 100%
Retail Sales Attainment			Commercial Sales Attainment			Weighted Payout %
% of Plan Achieved	% of target Paid		% of Plan Achieved	% of target Paid		Payout % Final
<90%	0.0%		<90%	0.0%		0.00%
90.0%	50.0%		90.0%	50.0%		50.00%
95.0%	75.0%		95.0%	75.0%		75.00%
100.0%	100.0%		100.0%	100.0%		100.00%
105.0%	125.0%		105.0%	125.0%		125.00%
110.0%	150.0%		110.0%	150.0%		150.00%
115.0%	175.0%	+	115.0%	175.0%	=	175.00%
120.0%	200.0%		120.0%	200.0%		200.00%
125.0%	205.0%		125.0%	205.0%		205.00%
130.0%	210.0%		130.0%	210.0%		210.00%
135.0%	215.0%		135.0%	215.0%		215.00%
140.0%	220.0%		140.0%	220.0%		220.00%
145.0%	225.0%		145.0%	225.0%		225.00%
150.0%	230.0%		150.0%	230.0%		230.00%
155.0%	235.0%		155.0%	235.0%		235.00%

Example of payout

The following is an example of a payout if a SM is eligible for $1,038.45.

- **Attainment:** Attainment is measured for the store(s) under your responsibility on the last day of each period. The period-end results are then added together to calculate quarterly results.
- For the calculation below, assume the SM has a Retail Sales Attainment of 110% and Commercial Sales Attainment of 100% for the quarter, resulting in a 130% payout (150%*60%+100%*40%=130%).
- **Payment:** The 138% payout multiplied by the $1,038.45 of eligibility equals $1,401.90 (130% * $1038.45 = $1349.99).

Benefit plan implications

The entire incentive payment amount is part of eligible compensation, subject to any compensation limits, for the year of payment under a company sponsored 401(k) defined Contribution Plan.

Refer to specific Plan documents for other benefits programs to determine whether any portion of the incentive payment may be considered.

Legal Information

Nothing in this document or any other document describing or referring to the Bonus Plan shall confer on any participant the right to continue in the employ of AutoZone or affect the right of AutoZone to terminate the employment of any such person with or without cause.

As an AutoZoner, your employment is at-will and for no definite period of time. Employment may be terminated by you or AutoZone with or without any cause or notice at any time. Your at-will status cannot be altered verbally or otherwise.

The bonus is at the discretion of AutoZone and may be changed. Further, eligibility and/or bonus are tied to goals, which are at the discretion of AutoZone. AutoZone will withhold any federal, state, or local, domestic or foreign taxes as required by law or regulation or as AutoZone deems appropriate from any payments that it makes to participants hereunder. The Plan may be amended or terminated by AutoZone at any time.

The Bonus Plan does not require AutoZone to segregate any monies from its general funds or to create any trusts, or to make any special deposits for amounts payable to any participant.

No incentive commitment or unpaid incentive awards shall be pledged or transferred except as this Plan provides in the case of death. If any participant makes such a pledge or transfer in violation of this Plan, any obligation of AutoZone shall terminate.

AutoZone withholds any federal, state, or local, domestic, or foreign taxes as required by law or regulation or as AutoZone deems appropriate from any payments that it makes to participants in accordance with this Plan.

The Bonus Plan and related actions are governed by the laws of the state of Tennessee without regard to its conflicts of law provisions, unless otherwise determined by applicable state law. The Bonus Plan may be amended or terminated by applicable state law. The Bonus Plan may be amended or terminated by AutoZone at any time.

Where required by federal or state law, certain categories of costs will be excluded from all initial plans and final earnings calculations.

Administration

To the extent disputes arise concerning this Plan, they will be resolved by AutoZone's Chief Executive Officer (CEO) and SVP, Human Resources, who have discretion and authority to:

- determine incentive eligibility in accordance with the language of this Plan
- interpret, administer, and implement the Bonus Plan
- make adjustments deemed advisable in order to give consideration to changes in accounting rules, principles or methods, or extraordinary events, and make adjustments to financial performance measures in recognition of such occurrences
- modify the Bonus Plan to ensure fairness to participants and AutoZone shareholders, including the right to cancel all award payments.

The Bonus Plan is entirely at the discretion of AutoZone and may be changed at any time with notice.

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Questions?

Write to or email:

[redacted]

EXHIBIT: 6

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Attorneys for Plaintiffs

[Additional Counsel listed on following page.]

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN FRANCISCO

SYED SHAMSUDDOHA, MIRIAM HERNANDEZ, ZACHARY LEWIS, RAFAEL MIRAVETE, and DEVON STARKS, as Covered Employees pursuant to the Private Attorneys General Act ("PAGA"),

Plaintiffs,

vs.

AUTOZONERS, LLC, a limited liability company; and DOES 1 through 10, inclusive,

Defendants.

Case No. CGC-16-550266

DECLARATION OF ANTHONY ROGERS OF ILYM GROUP, INC.

Hearing Date: November 3, 2026
Hearing Time: 9:00am
Dept.: 302

Action Filed:
Trial Date: Not Set

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DECLARATION OF ANTHONY ROGERS

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

2. ILYM Group has extensive experience in disseminating PAGA settlements and administering class action settlements, including direct mail services, telephone, and web-based support, database management, opt-out processing, and settlement fund distribution services for class actions ranging in size from 26 to 4.5 million Class Members. Attached hereto, as **Exhibit A**, is a true and correct copy of ILYM Group's current CV, reflecting our primary competencies as they relate to class action administration. Attached hereto, as **Exhibit B** is ILYM Group's Security Summary and Protocol. ILYM Group is insured with E&O and Cyber Insurance policies. ILYM Group is insured with E&O Insurance policies up to $2,000,000 per incident and Cyber Insurance policies up to $5,000,000 per incident.

3. ILYM Group has never had any financial interests in nor affiliation with the parties or counsel in the *Lewis et. al. vs. Autozoners, LLC* matter.

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

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

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

7. ILYM Group's fees associated with the administration of this settlement are: **$77,950.00**.

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 September 2026, at Tustin, California.

Anthony Rogers

Anthony Rogers

EXHIBIT “A”

ILYM | GROUP, Inc.

SETTLEMENT ADMINISTRATION EXPERTS

Overview of Our Firm:

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

AREAS OF EXPERTISE:

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

Malta vs. Wells Fargo Home Mortgage Inc.

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

Gerardo Mojica vs. Compass Group USA, Inc.

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

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

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

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

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

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

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

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

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

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

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

ILYM | GROUP, Inc.

SETTLEMENT ADMINISTRATION EXPERTS

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

PRE-SETTLEMENT CONSULTATION

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

MAILING AND NOTIFICATION

- ***Fulfillment and Correspondence***: All provided settlement information will be published via United States Postal Service (USPS first class standards) to the proposed mailing class. Notifications will include a Claim ID and how to respond, or Opt-Out, based on the stipulations.

- ***Reverse Lookup***: A confidential reverse phone or reverse cell lookup will provide; owner's name, location, address history, carrier, phone type (landline or cell phone) and more. Our reverse lookup is powered by an extensive database which includes hundreds of millions of cell phone, landline, residential and unlisted number. Our software collects data from multiple data sources and carriers across the US. Our average "hit ratio" ranges from 93% - 98%.

- ***Creating Class Database***: All Data is verified and filtered to eliminate duplication against the United States Postal Service (USPS) National Change of Address (NCOA) database. ILYM Group, Inc. will also certify and validate with the Coding Accuracy Support System (CASS) and Track Your Class (TYC) for zone delivery.

- ***Claim Forms***: ILYM Group, Inc. will email all claim forms, whenever possible, to have accurate reporting and tracking of all class requests. Emails will contain full text claim forms.

- ***Translations***: When needed, ILYM Group, Inc. will translate notices to any language needed to reach Class members.

- ***Remails***: Returned mail will be scanned, re-verified and re-mailed. All returned mail is data warehoused and reported to both parties' counsels in a weekly report.

MEDIA & INTERNET BANNER ADS
Notice Publication

- ***Legal Notices***: ILYM Group, Inc. can provide a Media Proposal to maximize reach based on quantitative and qualitative methodologies.

- ***Electronic Publication (Banner Ads)***: ILYM Group, Inc. will utilize Internet Banner Noticing efforts and web technologies for maximum reach via the World Wide Web.

- ***Electronic Mail Notices***: ILYM Group, Inc. can email an estimated number of class members a full text notice. We are compliant with all search engines and Internet Service Providers (ISP) so that our emails are always "White List" accepted with minimal returns.

- ***Reach***: Every case has its own proposed reach and exposure percentage. We filter, verify and scrub the data to improve reach results.

- ***Services Included***: Analysis, Documentation, Research and Methodologies, Execution and Reporting.

PROJECT MANAGEMENT

- ***Case Notification, Maintenance and Management***: ILYM Group, Inc.'s Senior Project Managers will provide all Account Management, Pre-Consultation to Case Conclusion, Reporting and Claims Processing. Design, negotiation and implementation, upon approval, of all forms and notices, all distribution reporting and filings with the court.

- ***Claims Processing***: All claims can be submitted by USPS, Internet, Fax, and Email or Online submission. Claims will be processed and recorded with matching ILYM database ID's. E-claims will have corresponding records of intake. All deficient claims will be notified via USPS and make provisions for class member to re-submit claims.

- ***Call Center***: ILYM Group, Inc. will support class members with a toll-free number to get the most up-to-date case settlement information. Customer service representatives will be available 24/7/365 as will recorded messages.
All class members are given the options to best serve their needs and to receive case information.

- ***Internet Support***: Class members can log on to a provided website and view, print or submit information and claim forms regarding the settlement. Frequently Asked Questions (FAQ's) will be provided as well. Class members
may download the claim form with mailing and fax instructions provided on the form.

- ***Objection and Request for Exclusion***: All objections and request for exclusion, opt-out, will be data warehoused, dated and reported. Postmarks will serve for exclusion dating and will be forwarded to both counsels' no more than 5 days post submission. Objection will be reviewed by ILYM Group, Inc. to determine the timeliness and basis of the objection. All information will be forwarded to both parties counsel, along with any representation information from the class member, within 5 days.

DATA ADMINISTRATION AND NETWORK SECURITY

- ***Network Security***: All provided data is encrypted, stored and hosted in a Tier 4, SAS70 certified environment.

- ***Database Administration:*** To be developed with all electronically provided data. Class members will be assigned ILYM Group, Inc. internal tracking ID's to ensure all collected member data coincides with all received claims.

DISTRIBUTION AND SETTLEMENT FUNDING

- ***Distribution and Management***: Upon receipt of settlement funds, ILYM Group, Inc. will open a QSF Account for proceeds of the Gross Settlement Payment. The deposited funds will then be managed per the Settlement Agreement. All funds will be settled with class members and counsel along with all federal and state income tax reporting.

- ***Check Printing and Mailing***: Claims processed, quantified and approved by clients, will be processed for distribution. All checks will be printed and mailed via USPS first class standards. ILYM Group, Inc. will reissue checks in accordance with the Settlement Agreement.

- ***Preparation, Filing and Reporting of Taxes***: ILYM Group, Inc. will ensure taxes are filed in accordance to all federal, state and local employment tax returns. All taxes associated with the settlement will be paid on time to tax authorities. All filings and returns (e.g., 1099s, W-2s, etc.) will be done properly and timely with the appropriate authorities. All QSF steps and obligations with federal, state and/or local law will be followed.

CASE CONCLUSION

- ***Data Manager Final Report***: All database and electronic documentation will be sent in reports weekly and at the conclusion of the Administration engagement. Call center activity, e-claims, mailed, and faxed claims will be included in all reporting.

- ***Project Manager Final Report***: All case and class related information will be provided on a weekly basis and at the conclusion of the Administration engagement. Mailing and media final analysis, exclusions, objections, and all other claims processing outcomes, status reports and final court documentations will be included.

- ***Affidavits***: ILYM Group, Inc. will provide all affidavits in support of analysis and media reach, final approvals and settlement. Expert Testimony and Media Methodologies will be determined.

- ***Document Retention***: Unless otherwise directed, ILYM Group, Inc. will destroy all undeliverable notices on the effective date of the settlement or when the case is no longer subject to appeal. ILYM Group, Inc. will correspond for one year after the final distribution or until the case is no longer subject to appeal.

EXHIBIT “B”

CLASS ACTION ADMINISTRATION
ILYM
www.ilymgroup.com GROUP

CLARUS
IT SOLUTIONS

ILYM Group, Inc. (ILYM) in conjunction with our security and Information Technology (IT) vendor(s), maintains the highest level of confidentiality of class member data. The class data and all forms of communication received by ILYM, will be held in strict confidentiality and will not be disclosed. Data provided to the administrator for purposes of notice, settlement, or award administration will be used solely for settlement implementation and for no other purpose. IILYM creates a secure folder for each case in its encrypted portal and shares it only with the email addresses counsel designates. Recipients must verify their identity with multi-factor authentication before they can access the folder to transmit the class data. ILYM processes adhere to the Settlement Administration Data Protection Checklist in the Northern District of California and are summarized in the tables below.

Technical Controls

Firewalls and intrusion detection/prevention systems	Yes
Endpoint Detection and Response (EDR) Systems	Yes
Complex Password Requirements	Yes
MultiFactor Authentication for Access to Systems and Data	Yes
Malware Protection and AntiVirus	Yes
Vulnerability Scanning/Pen Testing	Yes
Data Encryption	Yes
Key Management for access to encrypted Data	Yes
Access only provided on need-to-know basis	Yes
Security Operations Center (SOC)	Yes
Managed Detection and Response (MDR)	Yes
Security Information and Event Management (SIEM)	Yes
Next-generation firewall with intrusion prevention (Cisco Meraki) and zero-trust network access (Microsoft Entra Global Secure Access)	Yes. Global Secure Access rollout in progress

Administrative Policies

Personnel and support staff risk assessment and management, including pre-hire background checks and screening processes	Yes
Personnel and support staff required to enter into non-disclosure and confidentiality agreements	Yes
Access controls to systems and data, including guidance for granting, modifying, and reviewing access rights	
Information security and privacy policy training, including policy review, best practices, and data security	Yes
No remote access to systems for Employees	No
Exit interviews/confirmation that terminated/departed employees are immediately cut off from access	Yes
Robust audits of data privacy policies by third-party vendors	Yes

Accreditation in accordance with ISO 27001 and SOC2 (among the industry standards listed below)	SOC 2 Type II, examined annually by IS Partners, LLC. Not ISO 27001 certified
Disclosure of external certifications and any notice of expiration	Yes

Crisis and Risk Management

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

Physical Access Controls

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

Data Collection and Retention

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

CLASS ACTION ADMINISTRATION
ILYM
www.ilymgroup.com GROUP

CLARUS
IT SOLUTIONS

Data Destruction

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

Applicable Laws, Standards, and Other Regulation

Industry standards: National Institute of Standards and Technology (NIST), HIPAA, FISMA, System and Organization Controls (SOC1 and SOC2) or more advanced assessment, ISO 27001	SOC 2 Type II, examined annually
Local, national, international privacy regulations (including CCPA)	Yes

Ethical Rules

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

Customer Service Measures

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

EXHIBIT “C”

CLASS ACTION ADMINISTRATION

ILYM GROUP

Case Name: Defendant AutoZoners, LLC

Wednesday, August 12, 2026

Requesting Attorney:
Jeffrey S. Herman
Blumenthal Nordrehaug Bhowmik De Blouw LLP
jeffrey@bamlawca.com
858.551.1223

ILYM Group Contact:
Tony Rogers
ILYM Group, Inc.
trogers@ilymgroup.com
714.878.8836

Estimate For Administrative Solutions: PAGA

KEY ASSUMPTIONS	
Total Number of Aggreived Employees	39,258
Estimated Percentage of Remails	15%
Certified Spanish Translation	No
ILYM Group Static Website	Yes
NCOA	Yes
Case Duration (Years)	1

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

Case Startup:	$16,018.32
Distribution (Includes EIN, Bank Acct * /QSF Setup):	$60,941.68
Case Conclusion:	$990.00
Estimated ILYM Fees & Expenses:	**$77,950.00**

CLASS ACTION ADMINISTRATION
ILYM GROUP

Case Name: Defendant AutoZoners, LLC

Wednesday, August 12, 2026

Requesting Attorney's Name:Jeffrey S. Herman

Activity	Rate Type	Unit Cost	Volume	Amount
CASE STARTUP				
Initial Setup - *Import and Formatting of Data**	Hourly	$150.00	4	$600.00
Project Manager (Case notification and maintenance)	Hourly	$120.00	6	$720.00
ILYM Group Static Website	Flat Fee	$750.00	1	$750.00
NCOA	Flat Rate	$6,448.32	1	$6,448.32
IVR	Flat Rate	$7,500.00	1	$7,500.00

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

Subtotal **$16,018.32**

DISTRIBUTION (Includes EIN, Bank Acct /QSF Setup)*				
Distribution Setup & Management	Hourly	$150.00	5	$750.00
Account Reconciliation & Distribution Reporting	Hourly	$125.00	5	$625.00
Notice, Check, Stub & Release - (including 1099)	Per Check	$0.55	39,258	$21,591.90
USPS First Class 1oz Postage	Per Piece	$0.81	39,258	$31,798.98
Remails (Forward/Skip Trace Undeliverables)	Per Piece	$1.00	3,926	$3,925.80
Preparation of Taxes	Hourly	$150.00	5	$750.00
Annual Filing of Tax Return	Per Year	$1,500.00	1	$1,500.00

**Additional Bank fees may apply*

Subtotal **$60,941.68**

CASE CONCLUSION				
Data Manager Final Reporting	Hourly	$100.00	2	$200.00
Process Unclaimed Funds	Flat Fee	$550.00	1	$550.00
Declaration	Hourly	$120.00	2	$240.00

Subtotal **$990.00**

Estimated ILYM Fees & Expenses: $77,950.00

ILYM Group's Terms and Conditions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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