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10 Attorneys for Plaintiff GILBERT RAUL SANCHEZ,

11
12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
13 **FOR THE COUNTY OF ORANGE**

14 GILBERT RAUL SANCHEZ, on behalf of the
15 general public as private attorney general,

16 Plaintiff,

17 v.

18 ADECCO USA, INC., a Delaware
19 Corporation; OAKLEY, INC., a Washington
Corporation; and DOES 1-50, inclusive,

Case No.: 30-2022-01283469-CU-OE-CXC
Assigned for all Purposes to:
The Hon. William Claster
Dept.: CX-101

**DECLARATION OF JAMES HAWKINS
IN SUPPORT OF MOTION TO
APPROVE PAGA SETTLEMENT**

Date: January 23, 2026
Time: 9:00 a.m.
Dept.: CX-101

Reservation ID: 74711896

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1 With this information, Plaintiff and Defendant agreed to mediate this action with mediator Gig
2 Kyriacou, Esq., a respected and experienced wage and hour class action mediator. On January
3 15, 2025, the Parties participated in an all-day private mediation with the mediator. During the
4 mediation the Parties engaged in extensive, arms-length negotiations. As a result of the Parties'
5 efforts, the matter was fully resolved. The Parties engaged in significant efforts to obtain the
6 facts regarding the claims asserted, including the exchange of detailed statistical data regarding
7 weeks and pay periods worked by individuals and Plaintiff. Thereafter, the parties worked
8 together to finalize the terms of the long form settlement agreement that is now placed before
9 this Court for approval.

10 5. The claim before this court is the representative claim under PAGA on behalf of
11 the State of California for civil penalties pursuant to the PAGA. The parties have agreed to
12 settle this PAGA claim in its entirety after discovery and arm's length mediation. Defendants
13 filed and served its answer generally denying the claims therein and asserting affirmative
14 defenses. Defendants deny any wrongdoing and denies liability with respect to the matters
15 alleged in the Complaint and believes that it has valid defenses to all of Plaintiff's claims.
16 Defendants further contend that it has complied with all wage and hour laws applicable to the
17 employment of Plaintiff and other Aggrieved Employees. To date, no court has made any
18 findings that Defendants engaged in any wrongdoing or in any wrongful conduct, or otherwise
19 acted improperly or in violation of any law, rule or regulation with respect to any of the issues
20 presented in this action.

21 6. The Agreement negotiated by the parties provides for Defendants to pay
22 \$442,500.00 as the Gross Settlement Amount ("GSA"). (Agreement at § 3.2). The "Net
23 Settlement Amount" ("NSA") is the amount remaining of the GSA minus the Court-approved
24 amounts awarded for the Attorneys Fees and Costs, Settlement Administration Fees,
25 Enhancement Award to Plaintiff (if any), and the LWDA Payment. (Agreement at § 3.21). The
26 Net Settlement Amount is estimated to be **\$259,185.00**.

27 7. The NSA is calculated as follows: (1) \$146,025.00 (i.e. 33% of the GSA) shall be
28 paid to Plaintiff's Counsel for payment of attorneys' fees; (2) Plaintiff's Counsel's litigation

1 expenses not to exceed \$25,000.00 (Plaintiff's counsel's litigation costs to date is \$21,338.14)
2 (Agreement at § 3.2.1); (3) \$2,500.00 Enhancement Award to the Plaintiff for Plaintiff's time and
3 risks in prosecuting this case and Plaintiff's service to the Aggrieved Employees as well as for
4 Plaintiff's general release of Plaintiff's Released Claims; (4) Administration costs not to exceed
5 \$9,790.00. (Agreement at § 3.2.2). Any difference from these maximum amounts will be added
6 to the Net Settlement Amount.

7 8. The Gross Settlement Amount is subject to Court approval consistent with Labor
8 Code § 2699. Should the Net Settlement Amount increase or decrease, the amount to be
9 distributed shall be adjusted according to the changes made by the Court. Upon approval, the Net
10 Settlement Amount shall be allocated 75% (\$194,388.75) to the LWDA and 25% (\$64,388.75)
11 among Aggrieved Employees. The share of the Net Settlement Amount to be distributed to each
12 Allegedly Aggrieved Employee is based on the number of his or her Pay Periods worked in the
13 PAGA Period in relation to the aggregate number of Pay Periods worked by the Settlement Group
14 during the PAGA Period. (Agreement at § 3.2.4.1). The 75/25 allocation is required by Labor
15 Code § 2699 as explained by *ZB, N.A. v. Superior Court*, 8 Cal.5th 175 (2019). Each Aggrieved
16 Employee will receive approximately \$22.00 per pay period worked before deduction for fees,
17 costs, and enhancements and approximately \$44.81 to each aggrieved employee based on the
18 25% net settlement fund.

19 9. The "Aggrieved Employee" means All current and former non-exempt hourly
20 employees of Adecco who worked at Oakley's Foothill Ranch site, located in Orange County,
21 California at any time from the PAGA Period." The "PAGA Period" or "Settlement Period" or
22 "Release Period" means the period from October 3, 2021 through July 31, 2025, or otherwise
23 determined under Paragraph 8" of the agreement. Defendants represented that Aggrieved
24 Employees consisted of approximately 1,446 Employees who worked approximately 19,805 pay
25 periods during the PAGA Period. (Agreement at §1.4, § 1.15).

26 10. Since the filing of the complaint, the Parties have exchanged extensive discovery
27 and engaged in numerous discussions regarding the factual and legal issues surrounding this case.
28 Throughout the litigation, Defendants produced voluminous pages of information and data,

1 including policies, handbooks, time and payroll records for the Aggrieved Employees reflecting
2 time punches at the start of employees' shifts, and at the end of the shift, and meal period punches
3 as well as the applicable pay rates. Defendant also provided Plaintiff's personnel file, records
4 regarding documents identifying the non-exempt positions and information regarding the number
5 of employees holding these positions during the relevant time period. Defendants also provided
6 substantial information concerning the total number of Aggrieved Employees, the total number of
7 pay periods at issue, and the applicable hourly rates and other summary data related to the
8 Aggrieved Employees. The Parties have conducted informed, good faith arms-length negotiations
9 after conducting discovery and exchanging extensive evidence and information about the claims
10 and defenses of this lawsuit and engaged in pre-mediation discussions, telephone conferences,
11 and correspondence all aimed at settling their dispute.

12 11. In preparation for the mediation, Plaintiff reviewed the entirety of the discovery
13 produced. The information had to be analyzed and processed to figure out the amount of
14 compensation Plaintiff contends are due to the Aggrieved Employees. The evidence and
15 information gathered and reviewed by Plaintiff's counsel provided a factual framework for a
16 comprehensible and reliable damage model pertaining to all Settlement Aggrieved Employees.
17 The mediation and subsequent negotiations included discussion and examination of the
18 Aggrieved Employees and the Parties' respective positions on the legal and factual issues raised
19 in the Complaint. This was both a thorough and exhaustive process.

20 12. The Aggrieved Employees recovery compares favorably to the estimated amount
21 of PAGA penalties. With the assistance of an expert, Plaintiff calculated that the maximum
22 amount of statutory PAGA civil penalties was potentially \$2,000,000.00 to \$5,806,000.00 based
23 on 20,000 PAGA pay periods multiplied by a maximum per pay period violation rate of \$100.¹
24 These were for penalties for violations of Labor Code §§ 226.7 and 512 (meal periods) at a 26%
25 pay period violation rate, penalties for violation of Labor Code §§ 226.7 and 512 (rest periods)
26 also valued at a 25% violation rate, penalties for violation of Labor Code § 226, penalties under

27
28 ¹ Defendant further contends that that proper penalty rate for Plaintiff's claims is \$50 per pay period as laid out in Labor Code § 558 which applies to alleged underpayment of wages.

1 Labor Code §510/558 at a 60% violation rate assessment, and penalties for violation of Labor
2 Code §§ 201/202/203 for approximately 1,339 current and 107 former employees. Importantly,
3 however, in total, these calculations were performed at the \$100 statutory rate for the penalties for
4 the first violation, and it is likely that any penalties awarded would be at a much lower rate given
5 the facts of this case. California Labor Code Section 2699(e)(1) permits a Court to award a lesser
6 amount than the maximum civil penalty if based on the facts and circumstances to do otherwise
7 would result in an award that is "unjust, arbitrary and oppressive or confiscatory." The maximum
8 exposure here would be approximately \$2,000,000.00 to \$6,306,000.00 if the Court awarded
9 100% penalties for each and every pay period at \$100 per pay period. Of course, these amounts
10 would probably have been reduced given the policies in place, and manageability issues, the issues
11 of why someone missed a meal break on any occasion or worked off the clock, issues of payment
12 of meal period premiums, the issues of whether certain job titles were provided seating or could
13 be provided seating based on the job duties and responsibilities, whether the operating
14 temperatures required extra breaks or additional ventilation, whether the COVID and bag checks
15 actually required employees to wait in line under the control of Defendant without pay, and
16 whether these practices of walking past scanners did not create any control issues at all. Given the
17 risks involved, a reasonable Risk Value reduction would put the realistic possibility of recovery
18 of penalties at approximately \$2,903,000.00 taking account for a reasonable 50% chance of
19 recovery. The risks include manageability issues, not prevailing on the merits, prevailing on
20 certain claims for certain periods, reduced penalty amounts awarded by the trial Court, and
21 reversal on appeal.

22 13. Defendants dispute that the penalties assessed by Plaintiff and his expert would
23 have been awarded. Further, it is Defendants' contention that PAGA penalties cannot be stacked,
24 and that at most just one PAGA penalty can be awarded to an aggrieved employee in any one pay
25 period. See Labor Code section 2699 (f)(2) (authorizing awardable PAGA penalties to be
26 measure by "each "each aggrieved employee per pay period"); *Smith v. Lux Retail North*
27 *America, Inc.*, 2013 WL 2932243, at *1, *4 (N.D. Cal. 2013) (rejecting a pleading that sought the
28 "stacking of penalties"; "[f]or the single mistake of failing to include commissions in the

1 overtime base, plaintiff has asserted *five* (count them, five) separate labor code violations that
2 could lead to statutory penalties;” “is it plausible that we would really pile one penalty on another
3 for a single substantive wrong?”; noting that “no actual holding in any judicial decision has ever
4 blessed such stacking”). As such, and for this initial reason, Defendants contends that the
5 maximum potential recovery in this action is significantly lower than as stated by Plaintiff.

6 14. Further, Defendants argues that Plaintiff’s calculation of penalties as applicable to
7 any employee and for any pay period, is inflated for an additional reason. Defendants argue that
8 even were liability established, one does not reach the second-tier penalty for that violation unless
9 and until the employer is first cited for the violation, and that Defendants has never been cited.
10 *See Amalgamated Transit Union Local 1309, AFL-CIO v. Laidlaw Transit Servs., Inc.*, 2009 WL
11 2448430 *1, *9 (S.D. Cal. 2009) (“For the purposes of subsequent violation penalties, the issue is
12 not whether [Defendants] willfully violated the Labor Code, but rather whether a court or
13 commissioner had notified it of any violation.”); *Amaral v. Cintas Corp. No. 2*, 163 Cal. App. 4th
14 1157, 1209 (2008) (“[u]ntil the employer has been notified that it is violating a Labor Code
15 provision (whether or not the Commissioner or court chooses to impose penalties), the employer
16 cannot be presumed to be aware that its continuing underpayment of employees is a ‘violation’
17 subject to penalties” at a second tier); *Robinson v. Open Top Sightseeing San Francisco, LLC*,
18 No. 14-CV-00852-PJH, 2018 WL 895572, at *20 (N.D. Cal. Feb. 14, 2018) (applying “initial”
19 penalty to each violation of § 226 and § 2699(f)(2) because there was no evidence showing
20 Defendants was previously notified its practice violated § 226); *Willis v. Xerox Bus. Servs., LLC*,
21 2013 WL 605383, at *1, *6 (E.D. Cal. 2013) (“for a plaintiff to recover for a ‘subsequent
22 violation,’ an employer must have notice that it has violated the Labor Code”). As such,
23 Defendants contend that Plaintiff’s calculation are inflated not only because the “stack” penalties
24 for a single person during a single pay period, but because the penalties Plaintiff would award in
25 each instance are at an inapplicable (doubled) rate.

26 15. Defendants further argue that Plaintiff would still face significant practical
27 problems in aggregating any material exposure, as each violation would need to be proven as to
28 each person and for each period for which recovery is sought. Defendants argues that it is

1 unlikely that any significant number of current and former employees would travel to the venue of
2 a trial, stay at a hotel, prepare for and deliver testimony, all in exchange for – at most – 25% of
3 \$50 or \$100 (i.e. \$12.50 or \$25) for each pay period in which there was a violation. wage
4 statement penalties”). For purposes of section 226, “a good faith dispute presents when there is
5 (1) uncertainty in the law; (2) representations by an authority that compliance was not required;
6 or (3) an employer’s good faith mistaken belief grounded in a good faith dispute.” *Magadia v.*
7 *Wal-Mart Assocs., Inc.*, 384 F. Supp. 3d 1058 (N.D. Cal. 2019). “Mere recklessness” is not a
8 basis for liability. *Pedroza*, 2012 WL 9506073, *5.

9 16. As a result of the mediation and the consideration of all facts, evidence, and
10 arguments presented to Plaintiff and his counsel, the Parties agreed to settle this matter for
11 \$442,500.00.

12 17. The claims in this PAGA action are based upon the wage and hour practices of
13 Defendant. The settlement provides a recovery of approximately \$3.23 per pay period after
14 deductions and the PAGA Allocation of the Net Settlement to the LWDA. This provides the
15 Aggrieved Employees money now rather than in the future to some undetermined date and
16 undetermined amounts. Upon approval, approximately \$194,388.75 will be sent to the State of
17 California and approximately \$64,796.25 will be allocated to the Aggrieved Employees as the
18 “Individual PAGA Payments”. This equates a payout to each Aggrieved employee of
19 approximately \$44.81 with a low of approximately \$3.23 and an estimated high payment of
20 \$148.48 for someone who worked the entire PAGA Period.

21 18. Plaintiff’s counsel balanced the terms of the proposed Settlement against the risk
22 of litigation and probable outcome if this matter went at trial. Based on their own respective
23 independent investigations and evaluations, and after taking into account the sharply disputed
24 factual and legal issues involved in this matter, the risks attending further prosecution of the case,
25 and the monetary benefits received under the Settlement despite the questionable nature of the
26 claims, Plaintiff’s counsel is of the opinion that Settlement for the consideration and on the terms
27 set forth in the Settlement Agreement is fair, reasonable and adequate and is in the best interests
28 of the State, Plaintiff, and the Aggrieved Employees. Counsel for the Parties investigated the

1 applicable law as applied to the facts discovered regarding the claims of Plaintiff, Defendants'
2 defenses thereto and the damages claimed by Plaintiff on behalf of the Aggrieved Employees.

3 19. I further believe that the consideration and terms set forth in the Settlement
4 Agreement are fair, reasonable, and adequate and are in the best interests of the Aggrieved
5 Employees in light of all known facts and circumstances, including the various defenses asserted
6 by Defendants, and numerous potential appellate issues. In addition, the prospect of a potential
7 adverse summary judgment ruling at trial, the difficulties of complex litigation, the lengthy
8 process of establishing specific damages and various possible delays and appeals, were also
9 carefully considered in agreeing to the proposed Settlement.

10 20. The predominant claims in this action arise from alleged violations of California
11 law with respect to Defendants' failure to pay wages including overtime to the Aggrieved
12 Employees for off the clock work performed by the Aggrieved Employees during meal and rest
13 periods due to work interruptions and as a result of COVID bag checks, and whether certain job
14 positions were provided seating or could be provided seating based on the job duties. Plaintiff
15 alleges that Defendants' practices do not provide proper payment for missed meal periods, rest
16 periods and overtime for off the clock work. Defendants contends that it had compliant meal and
17 rest period policies in place and such policies also prohibited employees from working off the
18 clock.

19 21. Defendants contends that Plaintiff and the Aggrieved Employees were properly
20 compensated, and that they did not violate the Labor Code as to any of them. Defendants asserted
21 additional defenses to the PAGA claim as discussed above. These defenses present a risk to the
22 PAGA claim and the potential that some or all of the PAGA penalties sought may not be awarded

23 22. The Labor Code section 203 claim was uncertain given the defenses asserted for
24 the underlying claims as well as the lack of evidence of the "willfulness" prong necessary for a
25 Labor Code §203 claim. Plaintiff's counsel also recognized a risk of an adverse finding on given
26 Defendants' apparently compliant policies and procedures at the time of mediation. The labor
27 code section 226 claim was dependent on the underlying claims for failure to pay wages.

28 23. Further, Plaintiff's Counsel considered the fact that continued litigation would

1 likely take years and would be extremely expensive given the breadth and complexity of the
2 claims. In this case, post-trial and appellate proceedings are likely to occur, which will surely
3 drag the case far into the future even with a positive trial result. When facing a distant and unsure
4 resolution of the allegations in this action, the swift, sure and substantial Settlement is all the
5 more reasonable. Avoiding such costly litigation in favor of more immediate benefits to the
6 Aggrieved Employees was a consideration favoring settlement. Given these realities, it is highly
7 likely that the future expense of this litigation, and its likely duration if the settlement is not
8 approved, would be significant and weigh heavily in favor of approval of this settlement.

Number of PAGA Pay Periods	20,000	
Number of PAGA Pay Periods - Overtime (RROP)	132	0.6
Number of PAGA Pay Periods - Net Meal Breaks	12,706	58.60%
Number of PAGA Pay Periods - Heat Rest Breaks	10,000	50%
Number of PAGA Pay Periods - Sick Pay (RROP)	21	0.10%
PAGA for Waiting Time (1,339 former employees in PAGA Period)	\$133,900	\$100/\$100
PAGA for Unpaid Wages (all employees and 25% of all pay periods- security checks, covid)	\$500,000	\$100/\$100
PAGA for Regular Rate Overtime (100 employees from 10/3/21 to 1/15/25)	\$10,000	\$100/\$100
PAGA for Meal Breaks (1,077 employees from 10/3/21 to 1/15/25)	\$1,160,000	\$100/\$100
PAGA for Heat Rest Breaks (1,446 employees from 10/3/21 to 1/15/25)	\$1,000,000	\$100/\$100
PAGA for Wage Statements (1,446 employees and all pay periods)	\$2,000,000	\$100/\$100
PAGA for Reimbursements	\$0	\$100/\$100
PAGA for Sick Pay (14 employees from 10/3/21 to 1/15/25)	\$2,100	\$100/\$100
PAGA for Seating (1446 employees from 10/3/21 to 1/15/25 for 50% of pay periods)	\$1,000,000	\$100/\$100
Total	\$5,806,000	\$100/\$100

24. Based on the Gross Settlement Amount of \$442,500.00, 75% of this amount will be distributed to the LWDA and 25% to the Aggrieved Employees. As such, provides on average each Aggrieved Employee with approximately \$44.81. To the extent any amount for Attorneys'

1 Fees, Costs, Settlement Administration Costs or Enhancements are not awarded, the difference in
2 those amounts will be added to the Net Settlement Amount. This is a guaranteed amount of
3 money paid to Aggrieved Employees now, rather than the continued risk of further litigation and
4 receiving no money sometime in the far future and after trial and appeals.

5 25. Plaintiff, as PAGA Representative, has provided extensive supporting documents
6 and assisted Counsel in developing information necessary to litigate and settle this case. Plaintiff
7 also conducted record review and consultation with counsel in preparation for discovery and
8 eventual mediation, and to assist in evaluating and proving the claims. The Settlement provides
9 for a Payment to be paid to the Plaintiff in the amount of \$2,500.00, subject to Court approval.
10 The purpose is to compensate the Plaintiff as PAGA Representative an additional enhanced
11 payment, taking into consideration the risks, time, effort and expenses incurred in coming
12 forward to provide invaluable information and negotiate and litigate this matter on behalf of all
13 Aggrieved Employees who otherwise, would probably not file their own individual claims to
14 recover what may be relatively low damages. Further, the Payment of \$2,500.00 to Plaintiff is a
15 very fair and justified as part of the Settlement based on the risks Plaintiff has taken and benefits
16 conferred upon the Settlement Group. The Enhancement Award requested is extremely
17 reasonable in light of Plaintiff's risks and efforts.

18 26. I have a great deal of experience in wage and hour class action litigation. I have
19 obtained certification of several classes, I have been approved as class counsel in many other
20 wage/hour class actions, and I am currently litigating numerous others. Although not an all-
21 inclusive list, over the years I have prosecuted the following class action matters as lead and/or
22 co-lead counsel, all of which implicated similar law and facts to those associated with this action:

23 a. *Aguilar v. 7-Eleven, Inc., et. al.*, Orange County Superior Court- Case No.:
24 30-2009-00268714-CU-OE-CXC. Certified Wage and Hour Class action seeking
25 premium wages for meal period and rest periods and resultant penalties. Class
26 Notice pending.

27 b. *Carey, et. al. v. Arthur J. Gallagher, et. al.*, USDC, SOUTHERN
28 DISTRICT- Case No.: 09-cv-0168. Wage and Hour Class action seeking past

1 wages of overtime for mis-classification of insurance claims adjusters employed
2 by Gallagher Bassett, a third party administrator (TPA) in the State of California.
3 Certification granted. Plaintiffs' counsel co-lead counsel. Case settled, Final
4 Approval granted, no objections and funds fully distributed.

5 c. *Dao v. 3M Company, et al.* USDC, CENTRAL DISTRICT, Case No. CV-
6 08-04554. Wage and Hour Class Action case seeking past wages for "off the
7 clock", overtime and meal and rest break violations for production workers in the
8 State of California. Plaintiffs' Counsel appointed as Lead Counsel. Case settled,
9 Final Approval granted, no objections and funds fully distributed.

10 d. *Ortiz v. Kmart*, USDC, CENTRAL DISTRICT, Case No. SACV 06-638
11 ODW. Wage and Hour Class Action case seeking past wages for meal and rest
12 period violations for retail employees in the State of California. Plaintiffs' counsel
13 appointed co-lead counsel. Case settled, Final Approval granted, no objections
14 and funds fully distributed.

15 e. *Morgan v. Aramark Campus, LLC*, USDC, CENTRAL DISTRICT, Case
16 No. SACV08-00412. Wage and Hour Class Action case seeking past wages for
17 meal and rest period violations for retail employees in the State of California.
18 Plaintiffs' Counsel appointed as Lead Counsel. Case settled, Final Approval
19 granted, no objections and funds fully distributed.

20 f. *West v Iron Mountain Information Management, Inc, et. al.*; Los Angeles
21 County Superior Court, Case No. BC393709. Wage and Hour Class Action
22 seeking past wages for overtime, meal and rest break violations for driver
23 employees in the State of California. Settlement for "binding arbitration."
24 Arbitration Award for Plaintiff Class. Arbitration Award confirmed. Plaintiffs'
25 counsel, lead trial counsel and class counsel.

26 g. *Gonzalez v. Superior Industries Inter, Inc., et al.*, Los Angeles County
27 Superior Court, Case No. BC 357912. Wage and Hour Class Action seeking past
28 wages for overtime, meal and rest breaks violations for production employees in

1 the State of California. Plaintiffs' counsel appointed as lead counsel. Case settled,
2 Final Approval granted, no objections and funds fully distributed.

3 h. *Acosta v. Fleetwood Travel Trailers of California, Inc.*, et al., Riverside
4 County Superior Court, Case No. RIC 440630. Wage and Hour Class Action
5 seeking past wages for overtime, meal and rest break violations for production
6 employees in the State of California. Plaintiffs' counsel appointed as co-lead
7 counsel. Case settled, Final Approval granted, no objections and funds fully
8 distributed.

9 i. *Walker v. Sharkeez, et al.*, Orange County Superior Court, Case No.
10 05CC00293. Wage and Hour Class Action seeking past wages for unlawful
11 deductions, meal and rest break violations for restaurant employees in the State of
12 California. Plaintiffs' counsel appointed as lead counsel. Case settled, Final
13 Approval granted and funds fully distributed.

14 j. *Padron v. Universal Protection Service, et al*, Orange County Superior
15 Court, Case No. 05CC00013. Wage and Hour Class Action seeking past wages
16 for overtime, meal and rest break violations for security officers in the State of
17 California. Plaintiffs' counsel appointed as co-lead counsel. Case settled, Final
18 Approval granted, no objections and funds fully distributed.

19 k. *Martinez v. Securitas Security Services USA*, et al., Santa Clara Superior
20 Court, Case No. 105-CV047499, et al. J.C.C.P. No. 4460. Wage and Hour Class
21 Action seeking past wages for meal and rest break violations for security officers
22 employed by defendant in the State of California. Plaintiffs' counsel and co-
23 counsel. Case settled, Final Approval granted and funds fully distributed.

24 l. *Velasquez-Lopez v. Hotel Cleaning Services, Inc.* et al., Riverside Superior
25 Court, Case No. RIC 420909. Wage and Hour Class Action seeking past wages
26 for overtime, meal and rest break violations for housekeepers employed by
27 defendant in the State of California. Plaintiffs' counsel appointed as lead counsel.
28 Case settled, Final Approval granted, no objections and funds fully distributed.

1 m. *Ruiz, et al. v. Unisource Worldwide, Inc., et al.*, USDC, CENTRAL
2 DISTRICT, Case No. CV09-05848. Wage and Hour Class Action seeking past
3 wages for meal and rest period violations for non-exempt employees employed by
4 defendant in the state of California. Case settled. Awaiting Preliminary Approval
5 hearing. Plaintiff has petitioned the Court for Lead Counsel.

6 n. *Herrador v. Culligan International Company, et al.*, USDC, CENTRAL
7 DISTRICT, Case No. SACV 08-680. Wage and Hour Class Action seeking past
8 wages for field and branch employees of defendant in the State of California.
9 Plaintiffs' counsel appointed as lead counsel. Case settled and awaiting Final
10 Approval.

11 o. *Defries v. Domain Restaurants, et al.*, Orange County Superior Court, Case
12 No. 05CC00128. Wage and Hour Class Action seeking past wages for restaurant
13 employees of defendant in the State of California. Plaintiffs' counsel appointed as
14 lead counsel. Case settled, Final Approval granted, no objections and funds fully
15 distributed.

16 p. *Denton v. BLB Enterprises, Inc., et al.*, Orange County Superior Court,
17 Case No. 07CC01292. Wage and Hour Class Action seeking unpaid overtime,
18 meal and rest break violations for security guards employed by defendant in the
19 State of California. Plaintiffs' counsel appointed as lead counsel. Case settled,
20 Final Approval granted, no objections and funds fully distributed.

21 q. *Rios v. Sandberg Furniture Manufacturing Co., Inc, et al.*, Los Angeles
22 Superior Court, Case No. BC411477. Wage and Hour Class Action seeking
23 unpaid meal and rest break violations for production employees employed by
24 defendant in the State of California. Plaintiff counsel appointed as lead counsel.
25 Case settled, Final Approval granted, no objections and funds fully distributed.

26 r. *McMurray v. Dave and Busters, Inc., et al.*, Orange County Superior Court,
27 Case No. 06CC00099. Wage and Hour Class Action seeking past wages for meal
28 and rest break violations for restaurant employees employed by defendant in the

1 State of California. Plaintiffs' counsel appointed as co-lead counsel. Case settled,
2 Final Approval granted, no objections and funds fully distributed.

3 s. *Osuna v. DFG Restaurants, Inc., et al.*, Los Angeles Superior Court, Case
4 No. BC 330145. Wage and Hour Class Action seeking past wages of overtime for
5 mis-classification of managers employed by Defendant, DBA Carl's Jrs. in the
6 State of California. Plaintiffs' counsel appointed as co-lead counsel. Case settled,
7 Final Approval granted, no objections and funds fully distributed.

8 t. *Burns v. Gymboree Operations, Inc., et al.*, San Francisco Superior Court,
9 Case No. CGC-07-461612. Wage and Hour Class Action seeking past wages for
10 meal and rest break violations for retail employees employed by defendant in the
11 State of California. Plaintiffs' counsel appointed lead counsel. Case settled, Final
12 Approval granted, no objections and funds fully distributed.

13 u. *Willems v. Diedrich Coffee, Inc., et al.*, Orange County Superior Court,
14 Case No. 07CC00015. Wage and Hour Class Action seeking past wages of
15 overtime for mis-classification of managers employed by Defendant in the State of
16 California. Plaintiffs' counsel appointed lead counsel. Case settled, Final
17 Approval granted, no objections and funds fully distributed.

18 v. *Davila, et al. v. Beckman Coulter, Inc., et al.*, Orange County Superior
19 Court, Case No. 07CC01347. Wage and Hour Class Action seeking past wages
20 for overtime, meal and rest break violations for production workers employed by
21 defendant in the State of California. Plaintiffs' counsel appointed lead counsel.
22 Cased settled; final approval granted; no objections and funds fully distributed.

23 w. *Perez v. Naked Juice Company of Glendora, Inc.*, Los Angeles Superior
24 Court, Case No. BC387088. Wage and Hour Class Action seeking past wages for
25 overtime, meal and rest period violations for production employees employed by
26 defendant in the State of California. Plaintiff counsel appointed as lead counsel.
27 Case settled, Final Approval granted, no objections and funds fully distributed.

28 27. Here, the Parties' agreement to pay Counsel Fees of \$82,500.00 of the Gross

1 Settlement Amount is reasonable.

2 28. First, the requested fees are justified by the result achieved. Plaintiff's Counsel
3 negotiated a recovery of \$442,500.00 and this result justifies the requested fees equal to 33% of
4 this recovery (\$146,025.00). This percentage is within the standard contingent recovery
5 percentage. Second, the requested fees are justified by the work performed. Finally, Plaintiff's
6 counsel's lodestar far exceeds the amount requested.

7 29. My firm on behalf of Plaintiff and the Aggrieved Employees has invested **182.40**
8 documented hours litigating this matter through the date of this declaration for a total lodestar of
9 **\$147,023.00** in fees, broken down as follows: my rate of \$950 per hour x 62.1 hours =
10 \$58,995.00; Gregory Mauro's rate of \$850 per hour x 81.4 hours = \$69,190.00; and paralegal
11 Melissa Whitson's rate of \$200 x 38.9 hours = \$7,780.00.

12 30. Finally, the award of litigation expenses is based upon the actual expenses incurred
13 by Plaintiff and Plaintiff's Counsel, and were all reasonably necessary to the litigation, and are
14 detailed in **Exhibit # 2** attached hereto. Under the Agreement, Plaintiffs' Counsel will be
15 recovering litigation expenses in the total amount not to exceed \$25,000.00

16 31. Attached hereto as **Exhibit # 3** is a true and correct copy of the bid from APEX
17 Class Action Administration, which details the services, fee calculation, and rates of the
18 Settlement Administration.

19 32. The California Labor Workforce Development Agency ("LWDA") is being served
20 with a copy of this motion with the Settlement Agreement through the online process as required
21 by Labor Code § 2699(l). This service on the LWDA is verified in the separately filed proof of
22 service.

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24
25 I declare under penalty of perjury that the foregoing is true and correct. Executed on
26 November 18, 2025 at Irvine, California.

27 
28 James R. Hawkins

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Exhibit 1

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiff Gilbert Raul Sanchez (“Plaintiff”), on behalf of similarly situated aggrieved PAGA members, and Defendants Adecco USA, Inc. (“Adecco”) and Oakley, Inc., (“Oakley”) (hereinafter “Defendants”). The Agreement refers to Plaintiff and Defendants collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

- 1.1 “Action” means the matter entitled *Gilbert Raul Sanchez, individually and on behalf of all others similarly situated v. Adecco, USA, Inc., Oakley, Inc., Orange County Case No. 30-2022-01283469- CU-OE-CXC*.
- 1.2 “Administrator” means Apex Class Action Settlement Administrators, LLC, the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3 “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with approval of this Settlement.
- 1.4 “Aggrieved Employees” means “All current and former non-exempt hourly employees of Adecco who worked at Oakley’s Foothill Ranch site, located in Orange County, California at any time from during the PAGA Period.
- 1.5 “Aggrieved Employee Data” means Aggrieved Employee identifying information in Defendants’ possession including the Aggrieved Employee’s name, last-known mailing address, Social Security number and number of PAGA Pay Periods.
- 1.6 “Aggrieved Employee Address Search” means the Administrator’s investigation and search for current Aggrieved Employee mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces and direct contact by the Administrator with Aggrieved Employees.
- 1.7 “Court” means the Superior Court of California, County of Orange.
- 1.8 “Defense Counsel” means Mollie M. Burks and Allison Ross of Gordon Rees Scully Mansukhani, LLP, attorneys for Defendant Adecco, and Noah J. Woods and Heidi E. Hegewald of Littler Mendelson P.C., attorneys for Defendants Oakley.
- 1.9 “Effective Date” means the date by when both of the following events have occurred: (1) the Court enters a Judgment on its Order Approving the PAGA Settlement; and (2) the Judgment is final and no longer appealable. For purposes of this Agreement, “the Judgment is final and is no longer appealable” shall mean the later of: (a) the day after the last date by which a notice of appeal, writ, or other appellate proceeding to the applicable Court of Appeal of the order and judgment

approving this Agreement may be timely filed and none is filed (i.e., 61 days from notice of entry of judgment); (b) if an appeal, writ, or other appellate proceeding is filed, and the appeal is finally disposed of by ruling, dismissal, denial, or in a any other manner that confirms the validity of the order and judgment, the day after the last date for filing a request for further review of the order and judgment approving this Agreement passes, and no further review is requested; or (c) if an appeal, writ, or other appellate proceeding is filed and the order approving this Agreement is affirmed and further review of the order is requested, the day after the review is finally resolved and the order and judgment approving this Agreement is affirmed. No funding of the Settlement shall occur until after the Effective Date has passed.

- 1.10 “Gross Settlement Amount” means \$442,500.00 which is the total amount Defendants agree to pay under the Settlement except as provided in Paragraph 8 below. Adecco shall be responsible for paying \$352,500.00 of the Gross Settlement Amount and Oakley shall be responsible for paying the remaining \$90,000.00 of the Gross Settlement Amount. The Gross Settlement Amount includes the following: all civil penalties under the Labor Code’s Private Attorneys General Act of 2004 (“PAGA”) to Plaintiff, the Aggrieved Employees, and the California Labor & Workforce Development Agency (“LWDA”); Plaintiff’s attorneys’ fees and reasonable litigation costs; Enhancement Award Payment to Plaintiff (if any); and settlement administration costs.
- 1.11 “Individual PAGA Payments” mean the Aggrieved Employees’ pro rata share of 25% of the PAGA Penalties calculated according to the number of Pay Periods the Aggrieved Employees each worked during the PAGA Period. The Individual PAGA Payments to the Aggrieved Employees shall be allocated 100% to penalties and interest and will be reported on IRS 1099 Forms.
- 1.12 “Judgment” means when the Court enters a judgment on its order approving the PAGA Settlement.
- 1.13 “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subdivision (i).
- 1.14 “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subdivision (i).
- 1.15 “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, Enhancement Award Payment to Plaintiff (if any), and the Administration Expenses Payment. The remaining balance after these deductions is the Net Settlement Amount, 75% of which shall be paid to the LWDA and 25% of which shall be paid to the Aggrieved Employees as Individual PAGA Payments.

- 1.16 “PAGA Counsel” means Gregory Mauro, James R. Hawkins, Michael Calvo, and Lauren Falk of James Hawkins APLC, the attorneys representing the Plaintiff in the Action.
- 1.17 “PAGA Counsel Fees Payment” and “PAGA Counsel Litigation Expenses Payment” mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.
- 1.18 “PAGA Pay Period” means any pay period within the PAGA Period during which an Aggrieved Employee worked for Defendants for at least one day.
- 1.19 “PAGA Period” means the period from October 3, 2021 through July 31, 2025, or as otherwise determined under Paragraph 8 below.
- 1.20 “PAGA” means the Private Attorneys General Act (Lab. Code, § 2698. et seq.).
- 1.21 “PAGA Notice” means Plaintiff’s letters to Defendants and the LWDA dated July 27, 2022, December 5, 2022, and December 16, 2022 providing notice pursuant to Labor Code section 2699.3, subdivision (a).
- 1.22 “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$64,796.25) and the 75% to LWDA (\$194,388.75) in settlement of PAGA claims.
- 1.23 “Plaintiff” means Gilbert Raul Sanchez, the named plaintiff in the Action.
- 1.24 “Plaintiff’s Enhancement Award Payment” means the payment to Plaintiff in consideration of his individual wage and hour claims and his release thereof.
- 1.25 “Approval Order” means the proposed Court Order Granting Approval of PAGA Settlement.
- 1.26 “Released PAGA Claims” means the claims being released by the Plaintiff and PAGA Counsel and as described in Paragraph 5 below.
- 1.27 “Released Parties” means Defendants Adecco USA, Inc. and Oakley, Inc., and each of Defendants’ former and present directors, officers, shareholders, owners, employees, members, attorneys, insurers, predecessors, successors, assigns, parents, subsidiaries, and affiliates.
- 1.28 “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.
- 1.29 “Defendants” means Adecco USA, Inc. and Oakley, Inc.

2. RECITALS.

- 2.1 On July 27, 2022, pursuant to Labor Code section 2699.3, subdivision (a), Plaintiff gave written notice to Defendants and the LWDA by submitting the PAGA Notice. Plaintiff later served amended written notices to Defendants and the LWDA on December 5, 2022, and December 16, 2022.
- 2.2 On October 3, 2022, Plaintiff commenced this Action by filing a Complaint alleging a claim for Civil Penalties for Violations of the Labor Code (Cal. Lab. Code, § 2698, et seq.) (the “Operative Complaint”). Specifically, Plaintiff’s Complaint identified “violations of the Labor Code, including, but not limited to Labor Code §§ 201-203, 510, 512, 558, 226, 226.3, 226.7, 558.1, 1174, 1174.5, 1175, 1194, 1197, 1197.1, 1198, 2699, and all applicable Industrial Welfare Commission (“IWC”) Orders,” as well as applicable OSHA and Senate Bills including, but not limited to those pertaining to heat breaks, ventilation, and air conditioning in the workplace.
- 2.3 On or about February 2, 2023, Plaintiff submitted his demand for arbitration as to his individual PAGA claims and related individual wage and hour claims. Defendants deny the allegations in the Operative Complaint, deny any failure to comply with the laws identified in in the Operative Complaint, and deny any and all liability for the causes of action alleged.
- 2.4 On January 15, 2025, the Parties conducted a full day mediation of the claims alleged by Plaintiff with mediator Gig Kyriacou; after the mediation and as a result of follow-up discussions with the mediator, the Parties agreed to resolve this matter for a negotiated sum.
- 2.5 The Parties, PAGA Counsel, and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS.

- 3.1 Gross Settlement Amount. Defendants promise to pay Four Hundred Fifty Thousand Dollars and No Cents (\$442,500.00) and no more as the Gross Settlement Amount, except as may otherwise be provided by Paragraph 8 below. Pursuant to an agreement reached between Adecco and Oakley, Adecco shall be responsible for paying \$352,500.00 of the Gross Settlement Amount and Oakley shall pay be responsible for paying the remaining \$90,000.00 of the Gross Settlement Amount. Defendants have no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 4 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendants.

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

3.2.1 To PAGA Counsel: A PAGA Counsel Fees Payment of not more than thirty-three percent (33 1/3 %), which is currently estimated to be One Hundred Forty-Six Thousand and Twenty-Five Dollars and Zero Cents (\$146,025.00), and PAGA Counsel's Litigation Expenses Payment not expected to exceed Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00). Defendants will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. If the Court approves the PAGA Counsel's Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to PAGA Counsel or any other Plaintiff's Counsel arising from any claim to any portion any PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and holds Defendants harmless, and indemnifies Defendants, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.2 To the Administrator: An Administrator Expenses Payment not to exceed Nine Thousand and Seven Hundred and Ninety Dollars and Zero Cents (\$9,790.00) except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than Nine Thousand and Seven Hundred and Ninety Dollars and Zero Cents (\$9,790.00), the Administrator will retain the remainder in the Net Settlement Amount.

3.2.3 To Plaintiff: Enhancement Award Payment in consideration of his individual wage and hour claims and release thereof in the amount of Two Thousand and Five-Hundred Dollars and Zero Cents (\$2,500.00). To the extent the Court approves payment less of Two Thousand and Five-Hundred Dollars and Zero Cents (\$2,500.00), the Administrator will retain the remainder in the Net Settlement Amount.

3.2.4 To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$259,185.00 to be paid from the Gross Settlement Amount, with 75% (\$194,388.75) allocated to the LWDA PAGA Payment and 25% (\$64,796.25) allocated to the Individual PAGA Payments.

3.2.4.1 The Administrator will calculate each Individual PAGA Payment by
(a) dividing the amount of the Aggrieved Employees' 25% share of

PAGA Penalties (\$64,796.25) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.4.2 If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

- 4.1 Aggrieved Employee Pay Periods. Based on a review of its records, Adecco estimates that there were 19,805 pay periods worked by Aggrieved Employees during the PAGA Period as of January 15, 2025.
- 4.2 Aggrieved Employee Data. Within 15 days of the Effective Date, Defendants will deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employees' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. Defendants have a continuing duty to immediately notify PAGA Counsel if it discovers that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which Defendants must send the Aggrieved Employee Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.
- 4.3 Funding of Gross Settlement Amount. Defendants shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than 30 days after the Effective Date.
- 4.4 Payments from the Gross Settlement Amount. Within 14 days after Defendants fund the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the PAGA Counsel Fees Payment, and the PAGA Counsel Litigation Expenses Payment. The Administrator shall include with the checks for all Individual PAGA Payments a cover letter agreed to by the Parties and approved by the Court in substantially the form attached hereto as Exhibit A. Disbursement of the PAGA Counsel Litigation Expenses Payment shall not precede disbursement of Individual PAGA Payments.

- 4.4.1 The Administrator will issue checks for the Individual PAGA Payments and send them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.
- 4.4.2 The Administrator must conduct an Aggrieved Employee Address Search for all Aggrieved Employees whose checks are returned undelivered without USPS forwarding address. Within 7 days of receiving a returned check, the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Aggrieved Employee Address Search. The Administrator need not take further steps to deliver checks to Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Aggrieved Employee whose original check was lost or misplaced, requested by the Aggrieved Employee prior to the void date.
- 4.4.3 For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the aggrieved employees who have cashed their checks, on a pro rata basis.
- 4.4.4 The payment of Individual PAGA Payments shall not obligate Defendants to confer any additional benefits or make any additional payments to the Aggrieved Employees (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. RELEASES OF CLAIMS. Effective on the date when Defendants fully fund the entire Gross Settlement Amount, Plaintiff, the Aggrieved Employees, the State of California with respect to Aggrieved Employees, and PAGA Counsel will release claims against all Released Parties during the PAGA Release Period as follows:

5.1 Release by Aggrieved Employees and by the State of California with Respect to Aggrieved Employees:

Upon the occurrence of the Effective Date and contingent on full funding of the Gross Settlement Amount by Defendants, all Aggrieved Employees and the State of California with respect to 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 claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and/or the PAGA Notice including, but not limited to Labor Code §§ 201-204, 208, 210, 212, 216, 218, 221, 222, 223, 226, 226.3, 226.6, 226.7, 227.3, 233, 245-248.5, 256, 432.5,

432.6, 432.7, 510, 512, 551, 552, 558, 558.1, 1174, 1174.5, 1194, 1197, 1197.1, 1198, 1199, 2802, 2810.5, 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), the IWC Wage Orders, and applicable OSHA and Senate Bills pertaining to heat breaks, ventilation, and air conditioning in the workplace, that accrued at any time during the PAGA Period (“PAGA Released Claims”). The express purpose of this Agreement and the Judgment to be entered by the Court following approval of this Settlement is to forever bar Plaintiff, the LWDA, and any other individual or entity acting on behalf of or purporting to act on behalf of the LWDA (including all Aggrieved Employees) from asserting any of the PAGA Released Claims that occurred during the PAGA Period in any future litigation. All PAGA Members will be bound by the settlement of the PAGA claims that occurred during the PAGA Period being released herein, upon its approval by the Court, regardless of whether he or she negotiates (i.e. cashes or deposits) his or her settlement check.

5.2 Release by Plaintiff:

Upon the occurrence of the Effective Date and contingent on full funding of the Gross Settlement Amount by Defendants, Plaintiff and his respective former and present spouses, representatives, agents, attorneys (including PAGA Counsel), heirs, administrators, successors, and assigns, generally, releases and discharges the Released Parties from any and all claims, transactions or occurrences between them that occurred at any time prior to Plaintiff’s execution of this Settlement including but not limited to: any and all claims arising under local, state, and federal law, including, without limitation, statutory, constitutional, contractual, tort, and/or common law claims for wages, damages, restitution, unreimbursed expenses, equitable relief, penalties, liquidated damages, punitive damages, interest, attorneys’ fees, and/or costs including, without limitation, claims under any applicable Industrial Welfare Commission Wage Order, the California Private Attorneys General Act, California Labor Code Section 2698, et seq. and any other provision of the California Labor Code, including California Labor Code Sections Labor Code §§ 201-204, 208, 210, 212, 216, 218, 221, 222, 223, 226, 226.3, 226.6, 226.7, 227.3, 233, 245-248.5, 256, 432.5, 432.6, 432.7, 510, 512, 551, 552, 558, 558.1, 1174, 1174.5, 1194, 1197, 1197.1, 1198, 1199, 2802, 2810.5, 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), the IWC Wage Orders; applicable OSHA and Senate Bills pertaining to heat breaks, ventilation, and air conditioning in the workplace; Title VII of the Civil Rights Act of 1964; 42 U.S.C. § 1981; the Americans With Disabilities Act; Sections 503 and 504 of the Rehabilitation Act of 1973; the Family Medical Leave Act; the Fair Labor Standards Act; the Employee Retirement Income Security Act; the Occupational Safety and Health Act; the Worker Adjustment and Retraining Notification Act, as amended; the California Unfair Competition Law (Cal. Bus. & Prof. Code § 17200 et seq.); the California Fair Employment and Housing Act; any and all human rights laws and laws against discrimination; any claims for malicious prosecution (collectively, “Plaintiff’s Released Claims”).

This release of Plaintiff's Released Claims releases the Released Parties from any claim that Plaintiff could maintain in any action against any Released Party that occurred at any time from the beginning of time to the execution of this Settlement. Notwithstanding the foregoing, this waiver and release of claims does not extend to any rights which as a matter of law cannot be waived and released by private agreement, including rights to sue to enforce this Agreement and rights to vested benefits, unemployment benefits, disability benefits, social security benefits, and workers' compensation benefits.

Plaintiff acknowledges that they may discover facts or law different from, or in addition to the facts or law that they know or believe to be true with respect to the claims and matters released by way of this Agreement and agrees, nonetheless, that this Agreement and the releases contained in it shall be and remain effective in all respects, notwithstanding such different or additional facts or the discovery of them. The Parties declare and represent that they intend this Agreement to be complete and not subject to any claim of mistake, and that the releases herein express full and complete releases, and that they intend that the releases herein shall be final and complete.

5.2.1 Plaintiff's Waiver of Rights Under California Civil Code Section 1542. As partial consideration for the PAGA Representative Payment, Plaintiff's Released Claims shall include all such claims, whether known or unknown by the releasing party. Thus, even if Plaintiff discovers facts and/ or claims in addition to or different from those that they now know or believe to be true with respect to the subject matter of Plaintiff's Released Claims, those claims will remain released and forever barred. Therefore, with respect to Plaintiff's Released Claims, Plaintiff expressly waives and relinquishes the provisions, rights and benefits of section 1542 of the California Civil Code, which reads:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

5.3 Release by PAGA Counsel for Fees:

PAGA Counsel release on behalf of their present and former attorneys, employees, agents, successors and assigns the Released Parties from all claims for any and all fees and/or costs incurred in connection with the Operative Complaint and the facts stated in the Operative Complaint and the PAGA Notice.

6. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT.

6.1 Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor

Code section 2699, subdivision (f)(2)) including (i) a draft proposed Order Granting Approval of PAGA Settlement; (ii) a signed declaration from the Administrator attaching its “not to exceed” bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Aggrieved Employee Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Aggrieved Employees or the LWDA; and the nature and extent of any financial relationship with Plaintiff, PAGA Counsel or Defense Counsel; (iii) a signed declaration from PAGA Counsel firm attesting to its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Lab. Code, §2699, subd. (l)(1)), and this Agreement (Lab. Code, § 2699, subd. (l)(2)); and (iv) all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Administrator.

- 6.2 Responsibilities of PAGA Counsel. PAGA Counsel is responsible for expeditiously finalizing and filing the application or motion for approval of this Settlement no later than 30 days after the full execution of this Agreement and, if necessary, obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion. PAGA Counsel is responsible for delivering the Court’s Preliminary Approval Order to the Administrator.
- 6.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed application or motion for approval of this Settlement and/or the supporting declarations and documents, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant the motion for approval of this Settlement or conditions its approval on any material change to this Agreement, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court’s concerns.

7. SETTLEMENT ADMINISTRATION.

- 7.1 Selection of Administrator. The Parties have jointly selected Apex Class Action Settlement Administrators, LLC to serve as the Administrator and verified that, as a condition of appointment, Apex Class Action Settlement Administrators, LLC agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.
- 7.2 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund (“QSF”) under US Treasury Regulation section 468B-1.

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

8. **AGGRIEVED EMPLOYEE SIZE AND PAY PERIOD ESTIMATES.** Based on its records, Adecco estimates that there were 19,805 pay periods worked by Aggrieved Employees during the PAGA Period as of January 15, 2025. If the number of pay periods worked by Aggrieved Employees during the PAGA Period exceeds 21,786 (i.e., 10% more than the number of pay periods estimated by Adecco) then, at Defendants' option, Defendants' Gross Settlement will either increase by 1% for every 1% over the 10% threshold, or the PAGA Period will end as of the date the pay period count exceeds 21,786.

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

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

10. **ADDITIONAL PROVISIONS.**

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

- 10.2 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with Plaintiff's individual confidential settlement agreement and release of all claims, shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants or inducements made to or by any Party.
- 10.3 Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendants, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.
- 10.4 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence, and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.
- 10.5 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered or purported to assign, transfer or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action or right released and discharged by the Party in this Settlement.
- 10.6 No Tax Advice. Neither Plaintiff, PAGA Counsel, Defendants, nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 10.7 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 10.8 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 10.9 Applicable Law. All terms and conditions of this Agreement will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 10.10 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

- 10.11 Confidentiality. Plaintiff and PAGA Counsel agree that they have not and will not publish the resolution of this case. PAGA Counsel shall not report the resolution of this case in any medium or in any publication, shall not post or report anything regarding the claims of Plaintiff, the claims of the Aggrieved Employees, or the resolution of this case on their website which identify Plaintiff or Defendants by name, and shall not contact any reporters or media regarding the resolution of this case. However, PAGA Counsel is authorized to make disclosure to the Court for the purpose of obtaining the approval of the settlement and may discuss the settlement with the Aggrieved Employees and the Administrator. This disclosure is limited to court filings and neither Plaintiff, PAGA Counsel, nor their representatives are permitted to disseminate or publish, distribute or discuss the information provided to the Court in those filings outside the filings themselves and any hearing held on those filings, unless ordered otherwise by the Court. Plaintiff may disclose the terms of the Settlement with his tax advisor, attorneys, and spouse.
- 10.12 Use and Return of Aggrieved Employee Data. Information provided to PAGA Counsel pursuant to Evidence Code section 1152, and all copies and summaries of the PAGA Data provided to PAGA Counsel by Defendants in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute or California Rules of Court rule. Not later than 90 days after the Administrator discharges its obligation to pay out of all Settlement funds, Plaintiff shall destroy all paper and electronic versions of Aggrieved Employee Data received from Defendants unless, prior to the Administrator's payment of all Settlement Funds, Defendants make a written request to PAGA Counsel for the return, rather than the destruction, of Aggrieved Employee Data.
- 10.13 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 10.14 Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.
- 10.15 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff:

James Hawkins, APLC
Attn: Gregory Mauro
9880 Research Drive, Suite 200
Irvine, California 92618
To Defendant Adecco:

Gordon Rees Scully Mansukhani, LLP
Attn: Mollie M. Burks
315 Pacific Ave.
San Francisco, CA 94111

To Defendant Oakley:

Littler Mendelson P.C.
Attn: Noah J. Woods
501 W. Broadway, Suite 900
San Diego, CA 92101

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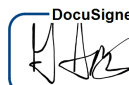
10.16 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument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

10.17 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to Code of Civil Procedure section 583.330 to extend the date to bring a case to trial under Code of Civil Procedure section 583.310 for the entire period of this settlement process.

IN WITNESS WHEREOF, the undersigned Parties and their duly authorized representatives accept and agree to the terms of the Agreement and hereby execute it voluntarily and with a full understanding of its consequences.

10/29/2025

Date: October __, 2025

DocuSigned by:

E346E2B04D7044D...
Plaintiff Gilbert Raul Sanchez

Date: October __, 2025

Adecco USA, Inc.
By:

Date: October __, 2025

Oakley, Inc.
By:

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

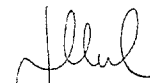
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IN WITNESS WHEREOF, the undersigned Parties and their duly authorized representatives accept and agree to the terms of the Agreement and hereby execute it voluntarily and with a full understanding of its consequences.

Date: October __, 2025

Plaintiff Gilbert Raul Sanchez

Date: October 23, 2025



Adecco USA, Inc.

By: Jose Carlos Alcantara
Head of Finance

Date: October 23 2025



Oakley, Inc.

By: JOHN GRANDSIRE
VP FINANCE

EXHIBIT A

COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL

Gilbert Raul Sanchez v. Adecco, USA, Inc., Oakley, Inc., Superior Court of the State of California, County of Orange, Case No. 30-2022-01283469-CU-OE-CXC.

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

You are receiving this letter because you are eligible to receive money from a lawsuit, *Sanchez v. Adecco, USA, Inc., et al.*, Superior Court of the State of California, County of Orange, Case No. 30-2022-01283469-CU-OE-CXC (the “**Lawsuit**”), for alleged wage and hour violations.

What is this case about?

In the Lawsuit, Plaintiff Gilbert Raul Sanchez (“**Plaintiff**”) asserted a representative action seeking civil penalties pursuant to the Private Attorneys General Act of 2004 (“**PAGA**”) Labor Code section 2698 *et seq.* against Defendants Adecco USA, Inc. (“**Adecco**”) and Oakley, Inc. (“**Oakley**”) (“**Defendants**”). Plaintiff alleges entitlement to civil penalties based on alleged (1) failure to provide meal periods and/or properly calculate and pay any premiums owed; (2) failure to provide rest periods and/or failure to properly calculate and pay any premiums owed; (3) failure to pay minimum wage; (4) failure to pay overtime or double time wages; (5) failure to pay final wages; (6) wage statement violations, and (7) failure to provide suitable seating.

Plaintiff asserts these claims on behalf of himself and all current and former non-exempt hourly employees of Adecco who worked at Oakley’s Foothill Ranch site, located in Orange County, California at any time from October 3, 2021 through July 31, 2025. These persons are known as “**Allegedly Aggrieved Employees**” and this period is known as the “**PAGA Period**”.

Defendants deny each of these alleged by Plaintiff in the Lawsuit and contends that they have complied with California law in all respects throughout the PAGA Period.

This is **not** a notice of a lawsuit against you. **You are not being sued.** The Lawsuit was brought on behalf of all Allegedly Aggrieved Employees for their benefit. Your participation in the Settlement will not affect your employment with Defendants in any way whatsoever.

The Court has ordered that this notice be sent to you because Defendants’ records indicate that you are an Allegedly Aggrieved Employee. The purpose of this notice is to inform you of the Settlement of the Lawsuit. The notice is also intended to describe the Settlement, including how the Net Settlement Fund will be allocated and how the Settlement may affect you.

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What are the terms of the Settlement?

Plaintiff and Defendants reached a settlement of \$442,500.00, which was reviewed and approved by the Court (“the **Settlement**”). The \$442,500.00 is the “Gross Settlement Amount” which will be allocated as follows:

- a. \$146,025.00 (33% of the Gross Settlement Amount) to Plaintiff’s Counsel for attorneys’ fees and \$25,000.00 for their litigation expenses.
- b. \$2,500.00 to Plaintiff Sanchez as an enhancement award for filing the Action, working with Plaintiff’s Counsel, and representing the Allegedly Aggrieved Employees.
- c. \$9,790.00 to the Settlement Administrator for administering the Settlement.
- d. At least \$194,388.75 (75% of remaining \$259,185.00) representing the portion of PAGA penalties payable to the California Labor and Workforce Development Agency (“LWDA”). The LWDA is entitled to 75% of the penalty amount after deducting Plaintiff’s Counsel’s attorneys’ fees and costs, Plaintiff’s enhancement award, and the Settlement Administrator’s costs.
- e. The remaining “**Net Settlement Amount**” is \$64,796.25, and shall be distributed pro rata around the Allegedly Aggrieved Employees by dividing each the number of pay periods worked by each Allegedly Aggrieved Employee within the PAGA Period by the cumulative total number of pay periods worked by all Allegedly Aggrieved Employees within the PAGA Period. The amount each Allegedly Aggrieved Employee is set to receive is his or her “**Individual PAGA Payment**.” Allegedly Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

Effective on the date when Defendants fully fund the entire Gross Settlement Amount, Plaintiff, the Aggrieved Employees, the State of California with respect to Aggrieved Employees, and PAGA Counsel will release claims against all Released Parties during the PAGA Release Period as follows:

Upon the occurrence of the Effective Date and contingent on full funding of the Gross Settlement Amount by Defendants, all Aggrieved Employees and the State of California with respect to 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 claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and/or the PAGA Notice including, but not limited to Labor Code §§ 201-204, 208, 210, 212, 216, 218, 221, 222, 223, 226, 226.3, 226.6, 226.7, 227.3, 233, 245-248.5, 256, 432.5, 432.6, 432.7, 510, 512, 551, 552, 558, 558.1, 1174, 1174.5, 1194, 1197, 1197.1, 1198, 1199, 2802, 2810.5, 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), the IWC Wage Orders, and applicable OSHA and Senate Bills pertaining to heat breaks, ventilation, and air conditioning in the workplace, that accrued at any time during the PAGA Period (“PAGA Released Claims”). The express purpose of this Agreement and the Judgment to be entered by the Court following approval of this Settlement

is to forever bar Plaintiff, the LWDA, and any other individual or entity acting on behalf of or purporting to act on behalf of the LWDA (including all Aggrieved Employees) from asserting any of the PAGA Released Claims that occurred during the PAGA Period in any future litigation. All PAGA Members will be bound by the settlement of the PAGA claims that occurred during the PAGA Period being released herein, upon its approval by the Court, regardless of whether he or she negotiates (i.e. cashes or deposits) his or her settlement check.

Defendants' records show that you are an Allegedly Aggrieved Employee. Accordingly, you are entitled to a share of the settlement based on your percentage share of pay periods during the Covered Period.

What should I do now?

You are automatically included in this Settlement. You may immediately deposit your enclosed settlement check and need not take any further action at this time.

IMPORTANT: You cannot opt-out of the settlement of the representative claims under the Private Attorneys General Act (the "PAGA"). You will receive your portion of the PAGA Penalty regardless of whether you opt-out and you will release the PAGA Released Claims as discussed below.

EXHIBIT A

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Exhibit A

COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL

Gilbert Raul Sanchez v. Adecco, USA, Inc., Oakley, Inc., Superior Court of the State of California, County of Orange, Case No. 30-2022-01283469-CU-OE-CXC.

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

You are receiving this letter because you are eligible to receive money from a lawsuit, *Sanchez v. Adecco, USA, Inc., et al.*, Superior Court of the State of California, County of Orange, Case No. 30-2022-01283469-CU-OE-CXC (the “**Lawsuit**”), for alleged wage and hour violations.

What is this case about?

In the Lawsuit, Plaintiff Gilbert Raul Sanchez (“**Plaintiff**”) asserted a representative action seeking civil penalties pursuant to the Private Attorneys General Act of 2004 (“**PAGA**”) Labor Code section 2698 *et seq.* against Defendants Adecco USA, Inc. (“**Adecco**”) and Oakley, Inc. (“**Oakley**”) (“**Defendants**”). Plaintiff alleges entitlement to civil penalties based on alleged (1) failure to provide meal periods and/or properly calculate and pay any premiums owed; (2) failure to provide rest periods and/or failure to properly calculate and pay any premiums owed; (3) failure to pay minimum wage; (4) failure to pay overtime or double time wages; (5) failure to pay final wages; (6) wage statement violations, and (7) failure to provide suitable seating.

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The Court has ordered that this notice be sent to you because Defendants’ records indicate that you are an Allegedly Aggrieved Employee. The purpose of this notice is to inform you of the Settlement of the Lawsuit. The notice is also intended to describe the Settlement, including how the Net Settlement Fund will be allocated and how the Settlement may affect you.

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Plaintiff and Defendants reached a settlement of \$442,500.00, which was reviewed and approved by the Court (“the **Settlement**”). The \$442,500.00 is the “Gross Settlement Amount” which will be allocated as follows:

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- b. \$2,500.00 to Plaintiff Sanchez as an enhancement award for filing the Action, working with Plaintiff’s Counsel, and representing the Allegedly Aggrieved Employees.
- c. \$9,790.00 to the Settlement Administrator for administering the Settlement.
- d. At least \$194,388.75 (75% of remaining \$259,185.00) representing the portion of PAGA penalties payable to the California Labor and Workforce Development Agency (“LWDA”). The LWDA is entitled to 75% of the penalty amount after deducting Plaintiff’s Counsel’s attorneys’ fees and costs, Plaintiff’s enhancement award, and the Settlement Administrator’s costs.
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is to forever bar Plaintiff, the LWDA, and any other individual or entity acting on behalf of or purporting to act on behalf of the LWDA (including all Aggrieved Employees) from asserting any of the PAGA Released Claims that occurred during the PAGA Period in any future litigation. All PAGA Members will be bound by the settlement of the PAGA claims that occurred during the PAGA Period being released herein, upon its approval by the Court, regardless of whether he or she negotiates (i.e. cashes or deposits) his or her settlement check.

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Exhibit 2

Time Ticket Diary Report

Report Date: 11/19/2025
 Report Time: 2:13PM
 Page: 1 of 11
 User ID: hitson

JAMES HAWKINS APLC

Date Range: 01/01/1900 to 11/19/2025
 Timekeeper: All
 Client: OAKLEY Gilbert Raul Sanchez
 Matter: OAKLEY Adecco USA, Inc.-Oakley Inc.- PAGA -Gilbert Sanchez
 Billing Type: All
 Task Code: All
 Hold Status: All (both Held and Non-Held)
 Billing Status: Unbilled Only
 Sorted by: Timekeeper,Date,Client

Client Number Client Name	Matter Number	Date Matter Description	Ticket Number	Hours	Amount	Type	Task Code	Activity Code	Held	Billing Status
GEM	Greg Mauro									
OAKLEY Gilbert Raul Sanchez Time Ticket Text:	OAKLEY	05/01/2022 Adecco USA, Inc.-Oakley Inc.- PAGA -Gilbert Sanchez conf w/ JRH re discussions and strategy re filing; claims; conf w/ client; review all docs; memo	13	2.10	1,890.00	BL			No	Unbilled
OAKLEY Gilbert Raul Sanchez Time Ticket Text:	OAKLEY	05/15/2022 Adecco USA, Inc.-Oakley Inc.- PAGA -Gilbert Sanchez conf w/ JRH re pnc/witness; returned phone call; notes to file; emails re same	15	0.80	720.00	BL			No	Unbilled
OAKLEY Gilbert Raul Sanchez Time Ticket Text:	OAKLEY	06/10/2022 Adecco USA, Inc.-Oakley Inc.- PAGA -Gilbert Sanchez emails w/ client re complaint; status	16	0.30	270.00	BL			No	Unbilled
OAKLEY Gilbert Raul Sanchez Time Ticket Text:	OAKLEY	07/20/2022 Adecco USA, Inc.-Oakley Inc.- PAGA -Gilbert Sanchez begin to draft complaint; research; docs; emails re same	17	2.50	2,250.00	BL			No	Unbilled
OAKLEY Gilbert Raul Sanchez Time Ticket Text:	OAKLEY	07/26/2022 Adecco USA, Inc.-Oakley Inc.- PAGA -Gilbert Sanchez continue to draft complaint and crs w/ client	18	1.90	1,710.00	BL			No	Unbilled
OAKLEY Gilbert Raul Sanchez Time Ticket Text:	OAKLEY	07/30/2022 Adecco USA, Inc.-Oakley Inc.- PAGA -Gilbert Sanchez finalize complaint and docs; crs re filing; emails re status; conf w/ client; memo	19	3.00	2,700.00	BL			No	Unbilled
OAKLEY Gilbert Raul Sanchez Time Ticket Text:	OAKLEY	08/01/2022 Adecco USA, Inc.-Oakley Inc.- PAGA -Gilbert Sanchez lwda; filing; emails and crs re same; atty notes	24	0.70	630.00	BL			No	Unbilled
OAKLEY Gilbert Raul Sanchez Time Ticket Text:	OAKLEY	08/01/2022 Adecco USA, Inc.-Oakley Inc.- PAGA -Gilbert Sanchez multiple emails and crs re complaint; filing	20	0.60	540.00	BL			No	Unbilled

Time Ticket Diary Report

Report Date: 11/19/2025
 Report Time: 2:13PM
 Page: 2 of 11
 User ID: hitson

JAMES HAWKINS APLC

Client Number Client Name	Matter Number	Date Matter Description	Ticket Number	Hours	Amount	Type	Task Code	Activity Code	Held	Billing Status
OAKLEY Gilbert Raul Sanchez Time Ticket Text:	OAKLEY	10/03/2022 Adecco USA, Inc.-Oakley Inc.- PAGA -Gilbert Sanchez emails and crs w/ MLW re filing; one legal - complaint and docs; memo	26	0.40	360.00	BL			No	Unbilled
OAKLEY Gilbert Raul Sanchez Time Ticket Text:	OAKLEY	11/18/2022 Adecco USA, Inc.-Oakley Inc.- PAGA -Gilbert Sanchez notice of minute order; crs and emails re same	27	0.40	360.00	BL			No	Unbilled
OAKLEY Gilbert Raul Sanchez Time Ticket Text:	OAKLEY	11/22/2022 Adecco USA, Inc.-Oakley Inc.- PAGA -Gilbert Sanchez process serve; S&C; initial docs; notice; minute order; emails w/ MLW re filing	30	1.10	990.00	BL			No	Unbilled
OAKLEY Gilbert Raul Sanchez Time Ticket Text:	OAKLEY	12/05/2022 Adecco USA, Inc.-Oakley Inc.- PAGA -Gilbert Sanchez crs and conf re lwda; amend; crs and confirm w/ MLW	32	0.60	540.00	BL			No	Unbilled
OAKLEY Gilbert Raul Sanchez Time Ticket Text:	OAKLEY	12/08/2022 Adecco USA, Inc.-Oakley Inc.- PAGA -Gilbert Sanchez receipt of voicemail from client; returned phone call re status; noted	34	0.50	450.00	BL			No	Unbilled
OAKLEY Gilbert Raul Sanchez Time Ticket Text:	OAKLEY	12/08/2022 Adecco USA, Inc.-Oakley Inc.- PAGA -Gilbert Sanchez proof of service; emails and crs; 30 day summons; memo	37	0.30	270.00	BL			No	Unbilled
OAKLEY Gilbert Raul Sanchez Time Ticket Text:	OAKLEY	12/16/2022 Adecco USA, Inc.-Oakley Inc.- PAGA -Gilbert Sanchez second amended lwda letter; emails w/ MLW re same	38	0.50	450.00	BL			No	Unbilled
OAKLEY Gilbert Raul Sanchez Time Ticket Text:	OAKLEY	01/23/2023 Adecco USA, Inc.-Oakley Inc.- PAGA -Gilbert Sanchez stip and order; emails re same	41	0.50	450.00	BL			No	Unbilled
OAKLEY Gilbert Raul Sanchez Time Ticket Text:	OAKLEY	02/10/2023 Adecco USA, Inc.-Oakley Inc.- PAGA -Gilbert Sanchez multiple crs and conf re arb; emails re same	42	1.00	900.00	BL			No	Unbilled
OAKLEY Gilbert Raul Sanchez Time Ticket Text:	OAKLEY	02/21/2023 Adecco USA, Inc.-Oakley Inc.- PAGA -Gilbert Sanchez due diligence re prep for arb; memo	47	1.50	1,350.00	BL			No	Unbilled
OAKLEY Gilbert Raul Sanchez Time Ticket Text:	OAKLEY	07/25/2023 Adecco USA, Inc.-Oakley Inc.- PAGA -Gilbert Sanchez arb mang hearing; conf and emails	59	0.90	810.00	BL			No	Unbilled

Time Ticket Diary Report

Report Date: 11/19/2025
 Report Time: 2:13PM
 Page: 3 of 11
 User ID: hitson

JAMES HAWKINS APLC

Client Number Client Name	Matter Number	Date Matter Description	Ticket Number	Hours	Amount	Type	Task Code	Activity Code	Held	Billing Status
OAKLEY Gilbert Raul Sanchez Time Ticket Text:	OAKLEY	09/27/2023 Adecco USA, Inc.-Oakley Inc.- PAGA -Gilbert Sanchez stip and order; crs; emails w/ MLW re filing; atty notes	49	0.70	630.00	BL			No	Unbilled
OAKLEY Gilbert Raul Sanchez Time Ticket Text:	OAKLEY	02/02/2024 Adecco USA, Inc.-Oakley Inc.- PAGA -Gilbert Sanchez plaintiff's discovery requests; emails and crs; conf w/ client re same	81	1.90	1,710.00	BL			No	Unbilled
OAKLEY Gilbert Raul Sanchez Time Ticket Text:	OAKLEY	02/27/2024 Adecco USA, Inc.-Oakley Inc.- PAGA -Gilbert Sanchez receipt and review of defense discovery responses; emails and crs; memo to file	80	1.30	1,170.00	BL			No	Unbilled
OAKLEY Gilbert Raul Sanchez Time Ticket Text:	OAKLEY	04/03/2024 Adecco USA, Inc.-Oakley Inc.- PAGA -Gilbert Sanchez prep; review; conf call; emails re same	60	1.00	900.00	BL			No	Unbilled
OAKLEY Gilbert Raul Sanchez Time Ticket Text:	OAKLEY	04/11/2024 Adecco USA, Inc.-Oakley Inc.- PAGA -Gilbert Sanchez conf call; emails; review; atty notes	61	0.90	810.00	BL			No	Unbilled
OAKLEY Gilbert Raul Sanchez Time Ticket Text:	OAKLEY	05/21/2024 Adecco USA, Inc.-Oakley Inc.- PAGA -Gilbert Sanchez multiple conf and discussions re mediation; emails and crs re same	50	1.50	1,350.00	BL			No	Unbilled
OAKLEY Gilbert Raul Sanchez Time Ticket Text:	OAKLEY	05/24/2024 Adecco USA, Inc.-Oakley Inc.- PAGA -Gilbert Sanchez plf informal discovery; conf w/ client; emails; research; review docs	82	1.40	1,260.00	BL			No	Unbilled
OAKLEY Gilbert Raul Sanchez Time Ticket Text:	OAKLEY	06/15/2024 Adecco USA, Inc.-Oakley Inc.- PAGA -Gilbert Sanchez conf w/ client re status update re mediation; memo	54	0.50	450.00	BL			No	Unbilled
OAKLEY Gilbert Raul Sanchez Time Ticket Text:	OAKLEY	08/20/2024 Adecco USA, Inc.-Oakley Inc.- PAGA -Gilbert Sanchez legal research; review docs; re arb; conf re same	57	1.40	1,260.00	BL			No	Unbilled
OAKLEY Gilbert Raul Sanchez Time Ticket Text:	OAKLEY	09/24/2024 Adecco USA, Inc.-Oakley Inc.- PAGA -Gilbert Sanchez proposed stip and order; emails and crs	55	0.50	450.00	BL			No	Unbilled
OAKLEY Gilbert Raul Sanchez Time Ticket Text:	OAKLEY	01/06/2025 Adecco USA, Inc.-Oakley Inc.- PAGA -Gilbert Sanchez prep; review; conf w/ client re mediation	97	4.90	4,410.00	BL			No	Unbilled

Time Ticket Diary Report

JAMES HAWKINS APLC

Report Date: 11/19/2025
 Report Time: 2:13PM
 Page: 4 of 11
 User ID: hitson

Client Number Client Name	Matter Number	Date Matter Description	Ticket Number	Hours	Amount	Type	Task Code	Activity Code	Held	Billing Status
OAKLEY Gilbert Raul Sanchez Time Ticket Text:	OAKLEY	01/07/2025 Adecco USA, Inc.-Oakley Inc.- PAGA -Gilbert Sanchez due diligence in prep for mediation	98	6.90	6,210.00	BL			No	Unbilled
OAKLEY Gilbert Raul Sanchez Time Ticket Text:	OAKLEY	01/11/2025 Adecco USA, Inc.-Oakley Inc.- PAGA -Gilbert Sanchez legal research; data analysis; brief; data review; emails and crs re mediation	99	5.90	5,310.00	BL			No	Unbilled
OAKLEY Gilbert Raul Sanchez Time Ticket Text:	OAKLEY	01/13/2025 Adecco USA, Inc.-Oakley Inc.- PAGA -Gilbert Sanchez continue to prep for mediation	100	2.00	1,800.00	BL			No	Unbilled
OAKLEY Gilbert Raul Sanchez Time Ticket Text:	OAKLEY	01/14/2025 Adecco USA, Inc.-Oakley Inc.- PAGA -Gilbert Sanchez conf and strategy discussions w/ JRH; damage analysis; model review; research and prep	101	5.40	4,860.00	BL			No	Unbilled
OAKLEY Gilbert Raul Sanchez Time Ticket Text:	OAKLEY	01/15/2025 Adecco USA, Inc.-Oakley Inc.- PAGA -Gilbert Sanchez mediation; prep; review; conf; emails; crs; memo and atty notes	102	10.00	9,000.00	BL			No	Unbilled
OAKLEY Gilbert Raul Sanchez Time Ticket Text:	OAKLEY	02/18/2025 Adecco USA, Inc.-Oakley Inc.- PAGA -Gilbert Sanchez request to continue and court hearing; emails and crs re same; memo to file	62	0.90	810.00	BL			No	Unbilled
OAKLEY Gilbert Raul Sanchez Time Ticket Text:	OAKLEY	04/17/2025 Adecco USA, Inc.-Oakley Inc.- PAGA -Gilbert Sanchez r/r of mou; review; emails; crs ; conf w/ JRH	86	0.90	810.00	BL			No	Unbilled
OAKLEY Gilbert Raul Sanchez Time Ticket Text:	OAKLEY	04/28/2025 Adecco USA, Inc.-Oakley Inc.- PAGA -Gilbert Sanchez receipt and review of mou; emails; conf re same	83	0.90	810.00	BL			No	Unbilled
OAKLEY Gilbert Raul Sanchez Time Ticket Text:	OAKLEY	05/23/2025 Adecco USA, Inc.-Oakley Inc.- PAGA -Gilbert Sanchez review; request to continue; emails w/ MLW re same; update client	68	0.90	810.00	BL			No	Unbilled
OAKLEY Gilbert Raul Sanchez Time Ticket Text:	OAKLEY	09/10/2025 Adecco USA, Inc.-Oakley Inc.- PAGA -Gilbert Sanchez request to continue; emails re filing; confirm	69	0.50	450.00	BL			No	Unbilled
OAKLEY Gilbert Raul Sanchez Time Ticket Text:	OAKLEY	09/18/2025 Adecco USA, Inc.-Oakley Inc.- PAGA -Gilbert Sanchez notice of minute order; emails w/ MLW re filing	72	0.40	360.00	BL			No	Unbilled

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JAMES HAWKINS APLC

Client Number Client Name	Matter Number	Date Matter Description	Ticket Number	Hours	Amount	Type	Task Code	Activity Code	Held	Billing Status
OAKLEY Gilbert Raul Sanchez Time Ticket Text:	OAKLEY	11/13/2025 Adecco USA, Inc.-Oakley Inc.- PAGA -Gilbert Sanchez request to continue; proposed order; emails re same	73	0.60	540.00	BL			No	Unbilled
OAKLEY Gilbert Raul Sanchez Time Ticket Text:	OAKLEY	11/19/2025 Adecco USA, Inc.-Oakley Inc.- PAGA -Gilbert Sanchez approximate hours needed for case wrap up; final; accounting	78	10.50	9,450.00	BL			No	Unbilled
Totals For:GEM				81.40	73,260.00					
JRH	James Hawkins									
OAKLEY Gilbert Raul Sanchez Time Ticket Text:	OAKLEY	02/06/2022 Adecco USA, Inc.-Oakley Inc.- PAGA -Gilbert Sanchez emails w/ MLW re pnc	2	0.30	315.00	BL			No	Unbilled
OAKLEY Gilbert Raul Sanchez Time Ticket Text:	OAKLEY	02/07/2022 Adecco USA, Inc.-Oakley Inc.- PAGA -Gilbert Sanchez receipt and review of summary pf issues; emails and crs re same; calendar; confirm w/MLW	3	1.10	1,155.00	BL			No	Unbilled
OAKLEY Gilbert Raul Sanchez Time Ticket Text:	OAKLEY	02/10/2022 Adecco USA, Inc.-Oakley Inc.- PAGA -Gilbert Sanchez brief research re pending; attorney notes; emails re same	5	0.70	735.00	BL			No	Unbilled
OAKLEY Gilbert Raul Sanchez Time Ticket Text:	OAKLEY	02/11/2022 Adecco USA, Inc.-Oakley Inc.- PAGA -Gilbert Sanchez new client meeting; retainer; client docs; intake; crs; emails; attorney notes; memo to file	6	4.00	4,200.00	BL			No	Unbilled
OAKLEY Gilbert Raul Sanchez Time Ticket Text:	OAKLEY	02/25/2022 Adecco USA, Inc.-Oakley Inc.- PAGA -Gilbert Sanchez review all docs; research; conf w/ client re additional docs; memo to file	9	1.00	1,050.00	BL			No	Unbilled
OAKLEY Gilbert Raul Sanchez Time Ticket Text:	OAKLEY	03/20/2022 Adecco USA, Inc.-Oakley Inc.- PAGA -Gilbert Sanchez receipt and review of additional docs; conf w/ client; atty notes	11	0.90	945.00	BL			No	Unbilled
OAKLEY Gilbert Raul Sanchez Time Ticket Text:	OAKLEY	05/01/2022 Adecco USA, Inc.-Oakley Inc.- PAGA -Gilbert Sanchez conf and discussions w/ GEM re research; filing; docs; emails	12	0.90	945.00	BL			No	Unbilled
OAKLEY Gilbert Raul Sanchez Time Ticket Text:	OAKLEY	05/15/2022 Adecco USA, Inc.-Oakley Inc.- PAGA -Gilbert Sanchez voicemail from potential witness; crs re same; conf w/ GEM	14	0.40	420.00	BL			No	Unbilled

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JAMES HAWKINS APLC

Client Number Client Name	Matter Number	Date Matter Description	Ticket Number	Hours	Amount	Type	Task Code	Activity Code	Held	Billing Status
OAKLEY Gilbert Raul Sanchez Time Ticket Text:	OAKLEY	08/01/2022 Adecco USA, Inc.-Oakley Inc.- PAGA -Gilbert Sanchez emails and crs re complaint; docs; confirm w/ MLW	21	0.40	420.00	BL			No	Unbilled
OAKLEY Gilbert Raul Sanchez Time Ticket Text:	OAKLEY	11/22/2022 Adecco USA, Inc.-Oakley Inc.- PAGA -Gilbert Sanchez emails and crs re docs and calendar; memo	31	0.30	315.00	BL			No	Unbilled
OAKLEY Gilbert Raul Sanchez Time Ticket Text:	OAKLEY	12/08/2022 Adecco USA, Inc.-Oakley Inc.- PAGA -Gilbert Sanchez receipt and review of pos and summons	36	0.10	105.00	BL			No	Unbilled
OAKLEY Gilbert Raul Sanchez Time Ticket Text:	OAKLEY	02/10/2023 Adecco USA, Inc.-Oakley Inc.- PAGA -Gilbert Sanchez research; conf w/ GEM re arb; emails and crs re same	43	1.50	1,575.00	BL			No	Unbilled
OAKLEY Gilbert Raul Sanchez Time Ticket Text:	OAKLEY	02/20/2023 Adecco USA, Inc.-Oakley Inc.- PAGA -Gilbert Sanchez emails w/ MLW re arb; payment; confirm	46	0.40	420.00	BL			No	Unbilled
OAKLEY Gilbert Raul Sanchez Time Ticket Text:	OAKLEY	05/21/2024 Adecco USA, Inc.-Oakley Inc.- PAGA -Gilbert Sanchez strategy and conf and discussions w/ GEM re mediation; emails; crs re same	51	2.00	2,100.00	BL			No	Unbilled
OAKLEY Gilbert Raul Sanchez Time Ticket Text:	OAKLEY	05/22/2024 Adecco USA, Inc.-Oakley Inc.- PAGA -Gilbert Sanchez conf and discussions w/ expert; doc review; memo	53	1.10	1,155.00	BL			No	Unbilled
OAKLEY Gilbert Raul Sanchez Time Ticket Text:	OAKLEY	08/20/2024 Adecco USA, Inc.-Oakley Inc.- PAGA -Gilbert Sanchez multiple emails re arb; conf re same	58	0.60	630.00	BL			No	Unbilled
OAKLEY Gilbert Raul Sanchez Time Ticket Text:	OAKLEY	08/21/2024 Adecco USA, Inc.-Oakley Inc.- PAGA -Gilbert Sanchez arb review; prep; docs; conf; strategy; emails	89	1.70	1,785.00	BL			No	Unbilled
OAKLEY Gilbert Raul Sanchez Time Ticket Text:	OAKLEY	12/18/2024 Adecco USA, Inc.-Oakley Inc.- PAGA -Gilbert Sanchez conf w/ expert re meditation; data; analysis; email	64	1.00	1,050.00	BL			No	Unbilled
OAKLEY Gilbert Raul Sanchez Time Ticket Text:	OAKLEY	01/05/2025 Adecco USA, Inc.-Oakley Inc.- PAGA -Gilbert Sanchez begin to prep and review for mediation	88	5.00	5,250.00	BL			No	Unbilled

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Client Number Client Name	Matter Number	Date Matter Description	Ticket Number	Hours	Amount	Type	Task Code	Activity Code	Held	Billing Status
OAKLEY Gilbert Raul Sanchez Time Ticket Text:	OAKLEY	01/07/2025 Adecco USA, Inc.-Oakley Inc.- PAGA -Gilbert Sanchez data review; analysis of damages; conf w/ expert; research; review file re mediation	90	7.00	7,350.00	BL			No	Unbilled
OAKLEY Gilbert Raul Sanchez Time Ticket Text:	OAKLEY	01/11/2025 Adecco USA, Inc.-Oakley Inc.- PAGA -Gilbert Sanchez due diligence in prep for mediation	93	3.30	3,465.00	BL			No	Unbilled
OAKLEY Gilbert Raul Sanchez Time Ticket Text:	OAKLEY	01/14/2025 Adecco USA, Inc.-Oakley Inc.- PAGA -Gilbert Sanchez finalize damage model; conf and strategy discussions w/ GEM; review; research; emails	94	5.80	6,090.00	BL			No	Unbilled
OAKLEY Gilbert Raul Sanchez Time Ticket Text:	OAKLEY	01/15/2025 Adecco USA, Inc.-Oakley Inc.- PAGA -Gilbert Sanchez prep; review and participate in mediation; emails; crs re same	96	9.90	10,395.00	BL			No	Unbilled
OAKLEY Gilbert Raul Sanchez Time Ticket Text:	OAKLEY	02/19/2025 Adecco USA, Inc.-Oakley Inc.- PAGA -Gilbert Sanchez crs; emails; conf w/ expert; review; memo	65	0.90	945.00	BL			No	Unbilled
OAKLEY Gilbert Raul Sanchez Time Ticket Text:	OAKLEY	04/17/2025 Adecco USA, Inc.-Oakley Inc.- PAGA -Gilbert Sanchez receipt of mou; review; redline revisions; emails and crs re same	85	1.50	1,575.00	BL			No	Unbilled
OAKLEY Gilbert Raul Sanchez Time Ticket Text:	OAKLEY	04/28/2025 Adecco USA, Inc.-Oakley Inc.- PAGA -Gilbert Sanchez conf re mou; review; emails and crs	84	0.60	630.00	BL			No	Unbilled
OAKLEY Gilbert Raul Sanchez Time Ticket Text:	OAKLEY	11/16/2025 Adecco USA, Inc.-Oakley Inc.- PAGA -Gilbert Sanchez conf w/ MLW re update reports; costs; calendar; receipt and review; atty notes	76	1.20	1,260.00	BL			No	Unbilled
OAKLEY Gilbert Raul Sanchez Time Ticket Text:	OAKLEY	11/19/2025 Adecco USA, Inc.-Oakley Inc.- PAGA -Gilbert Sanchez estimate of time needed for case closure through final accounting; storage	77	8.50	8,925.00	BL			No	Unbilled
Totals For:JRH				62.10	65,205.00					
MLW	Melissa Whitson									
OAKLEY Gilbert Raul Sanchez Time Ticket Text:	OAKLEY	02/06/2022 Adecco USA, Inc.-Oakley Inc.- PAGA -Gilbert Sanchez emails and crs re pnc; emails w/ JRH re same	1	0.50	110.00	BL			No	Unbilled

Time Ticket Diary Report

JAMES HAWKINS APLC

Report Date: 11/19/2025
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Client Number Client Name	Matter Number	Date Matter Description	Ticket Number	Hours	Amount	Type	Task Code	Activity Code	Held	Billing Status
OAKLEY Gilbert Raul Sanchez Time Ticket Text:	OAKLEY	02/07/2022 Adecco USA, Inc.-Oakley Inc.- PAGA -Gilbert Sanchez receipt of summary; emails w/ JRH; calendar	4	0.40	88.00	BL			No	Unbilled
OAKLEY Gilbert Raul Sanchez Time Ticket Text:	OAKLEY	02/11/2022 Adecco USA, Inc.-Oakley Inc.- PAGA -Gilbert Sanchez assist JRH w/ new client meeting; client docs; retainer; intake; emails; calendar; f/u	7	4.00	880.00	BL			No	Unbilled
OAKLEY Gilbert Raul Sanchez Time Ticket Text:	OAKLEY	02/14/2022 Adecco USA, Inc.-Oakley Inc.- PAGA -Gilbert Sanchez open new file on abacus; network; scan and send docs; emails; crs; calendar	8	1.10	242.00	BL			No	Unbilled
OAKLEY Gilbert Raul Sanchez Time Ticket Text:	OAKLEY	03/06/2022 Adecco USA, Inc.-Oakley Inc.- PAGA -Gilbert Sanchez receipt of additional docs; emails; calendar; crs	10	0.60	132.00	BL			No	Unbilled
OAKLEY Gilbert Raul Sanchez Time Ticket Text:	OAKLEY	08/01/2022 Adecco USA, Inc.-Oakley Inc.- PAGA -Gilbert Sanchez filing fee for lwda; ntc re labor; emails w/ GEM; calendar	23	0.70	154.00	BL			No	Unbilled
OAKLEY Gilbert Raul Sanchez Time Ticket Text:	OAKLEY	08/01/2022 Adecco USA, Inc.-Oakley Inc.- PAGA -Gilbert Sanchez prep docs; complaint; prep; file; crs; emails w/ GEM and JRH re same; calendar; confirm	22	1.10	242.00	BL			No	Unbilled
OAKLEY Gilbert Raul Sanchez Time Ticket Text:	OAKLEY	10/03/2022 Adecco USA, Inc.-Oakley Inc.- PAGA -Gilbert Sanchez one legal; complaint; civil; summons; emails re same; calendar	25	0.60	132.00	BL			No	Unbilled
OAKLEY Gilbert Raul Sanchez Time Ticket Text:	OAKLEY	11/18/2022 Adecco USA, Inc.-Oakley Inc.- PAGA -Gilbert Sanchez one legal services; ntc of min order; emails w/ GEM re same; calendar	28	0.50	110.00	BL			No	Unbilled
OAKLEY Gilbert Raul Sanchez Time Ticket Text:	OAKLEY	11/22/2022 Adecco USA, Inc.-Oakley Inc.- PAGA -Gilbert Sanchez first legal network; process serve; s&c; initial docs; min order; emails w/ GEM re same; calendar	29	0.70	154.00	BL			No	Unbilled
OAKLEY Gilbert Raul Sanchez Time Ticket Text:	OAKLEY	12/05/2022 Adecco USA, Inc.-Oakley Inc.- PAGA -Gilbert Sanchez emails w/ GEM re lwda; send amended; calendar and confirm	33	0.60	132.00	BL			No	Unbilled
OAKLEY Gilbert Raul Sanchez Time Ticket Text:	OAKLEY	12/08/2022 Adecco USA, Inc.-Oakley Inc.- PAGA -Gilbert Sanchez one legal; pos; summons; calendar	35	0.40	88.00	BL			No	Unbilled

Time Ticket Diary Report

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Client Number Client Name	Matter Number	Date Matter Description	Ticket Number	Hours	Amount	Type	Task Code	Activity Code	Held	Billing Status
OAKLEY Gilbert Raul Sanchez Time Ticket Text:	OAKLEY	12/16/2022 Adecco USA, Inc.-Oakley Inc.- PAGA -Gilbert Sanchez emails re second amended lwda; send; confirm	39	0.40	88.00	BL			No	Unbilled
OAKLEY Gilbert Raul Sanchez Time Ticket Text:	OAKLEY	01/23/2023 Adecco USA, Inc.-Oakley Inc.- PAGA -Gilbert Sanchez court docs; stip and order; calendar; email	40	0.40	88.00	BL			No	Unbilled
OAKLEY Gilbert Raul Sanchez Time Ticket Text:	OAKLEY	02/10/2023 Adecco USA, Inc.-Oakley Inc.- PAGA -Gilbert Sanchez emails w/ JRH re arb; calendar; payment; confirm	44	0.50	110.00	BL			No	Unbilled
OAKLEY Gilbert Raul Sanchez Time Ticket Text:	OAKLEY	02/20/2023 Adecco USA, Inc.-Oakley Inc.- PAGA -Gilbert Sanchez emails w/ JRH re arb; payment; calendar	45	0.50	110.00	BL			No	Unbilled
OAKLEY Gilbert Raul Sanchez Time Ticket Text:	OAKLEY	09/27/2023 Adecco USA, Inc.-Oakley Inc.- PAGA -Gilbert Sanchez one legal; stip and order; calendar; emails w/ GEM	48	0.50	110.00	BL			No	Unbilled
OAKLEY Gilbert Raul Sanchez Time Ticket Text:	OAKLEY	05/21/2024 Adecco USA, Inc.-Oakley Inc.- PAGA -Gilbert Sanchez mediation; calendar; payment; emails	52	0.40	88.00	BL			No	Unbilled
OAKLEY Gilbert Raul Sanchez Time Ticket Text:	OAKLEY	09/24/2024 Adecco USA, Inc.-Oakley Inc.- PAGA -Gilbert Sanchez one legal; proposed stip and order; calendar; email	56	0.50	110.00	BL			No	Unbilled
OAKLEY Gilbert Raul Sanchez Time Ticket Text:	OAKLEY	01/05/2025 Adecco USA, Inc.-Oakley Inc.- PAGA -Gilbert Sanchez prep docs; file; calendar; binders re mediation; emails and crs re same	87	2.80	616.00	BL			No	Unbilled
OAKLEY Gilbert Raul Sanchez Time Ticket Text:	OAKLEY	01/07/2025 Adecco USA, Inc.-Oakley Inc.- PAGA -Gilbert Sanchez assist JRH w/ mediation prep re data review	91	2.50	550.00	BL			No	Unbilled
OAKLEY Gilbert Raul Sanchez Time Ticket Text:	OAKLEY	01/12/2025 Adecco USA, Inc.-Oakley Inc.- PAGA -Gilbert Sanchez assist GEM and JRH w/ data prep and review re mediation	92	3.50	770.00	BL			No	Unbilled
OAKLEY Gilbert Raul Sanchez Time Ticket Text:	OAKLEY	01/14/2025 Adecco USA, Inc.-Oakley Inc.- PAGA -Gilbert Sanchez damage prep; emails assist w/ mediation review	95	2.00	440.00	BL			No	Unbilled

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Client Number Client Name	Matter Number	Date Matter Description	Ticket Number	Hours	Amount	Type	Task Code	Activity Code	Held	Billing Status
OAKLEY Gilbert Raul Sanchez Time Ticket Text:	OAKLEY	02/18/2025 Adecco USA, Inc.-Oakley Inc.- PAGA -Gilbert Sanchez one legal services; request to continue; court hearing; calendar; emails w/GEM re same	63	0.60	132.00	BL			No	Unbilled
OAKLEY Gilbert Raul Sanchez Time Ticket Text:	OAKLEY	02/19/2025 Adecco USA, Inc.-Oakley Inc.- PAGA -Gilbert Sanchez expert payment; calendar; emails w/ JRH re same	66	0.40	88.00	BL			No	Unbilled
OAKLEY Gilbert Raul Sanchez Time Ticket Text:	OAKLEY	05/23/2025 Adecco USA, Inc.-Oakley Inc.- PAGA -Gilbert Sanchez emails w/ GEM; one legal; request to continue; calendar	67	0.60	132.00	BL			No	Unbilled
OAKLEY Gilbert Raul Sanchez Time Ticket Text:	OAKLEY	09/10/2025 Adecco USA, Inc.-Oakley Inc.- PAGA -Gilbert Sanchez emails re calendar; one legal; request to continue; calendar; crs	70	0.70	154.00	BL			No	Unbilled
OAKLEY Gilbert Raul Sanchez Time Ticket Text:	OAKLEY	09/18/2025 Adecco USA, Inc.-Oakley Inc.- PAGA -Gilbert Sanchez one legal; ntc of min order; calendar	71	0.50	110.00	BL			No	Unbilled
OAKLEY Gilbert Raul Sanchez Time Ticket Text:	OAKLEY	11/13/2025 Adecco USA, Inc.-Oakley Inc.- PAGA -Gilbert Sanchez one legal; request to cnt; calendar	74	0.40	88.00	BL			No	Unbilled
OAKLEY Gilbert Raul Sanchez Time Ticket Text:	OAKLEY	11/16/2025 Adecco USA, Inc.-Oakley Inc.- PAGA -Gilbert Sanchez emails and crs w/JRH re updated reports; costs; update; send; calendar and confirm	75	1.50	330.00	BL			No	Unbilled
OAKLEY Gilbert Raul Sanchez Time Ticket Text:	OAKLEY	11/19/2025 Adecco USA, Inc.-Oakley Inc.- PAGA -Gilbert Sanchez estimate of time needed for case closure through storage	79	9.00	1,980.00	BL			No	Unbilled
Totals For:MLW				38.90	8,558.00					

Time Ticket Diary Report

JAMES HAWKINS APLC

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Client Number	Matter	Date	Ticket	Hours	Amount	Type	Task	Activity	Held	Billing Status
Client Name	Number	Matter Description	Number				Code	Code		

Timekeepers Totals

Timekeeper:	GEM	Type	Unbilled
		Billable Hours	81.40
		Total For GEM	<u>81.40</u>
Timekeeper:	JRH	Type	Unbilled
		Billable Hours	62.10
		Total For JRH	<u>62.10</u>
Timekeeper:	MLW	Type	Unbilled
		Billable Hours	38.90
		Total For MLW	<u>38.90</u>

Firm Totals

TYPE	Unbilled
Billable Hours	182.40
Grand Total:	<u>182.40</u>

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Exhibit 3



Quotation Request:
Greg Mauro
James Hawkins ALPC
greg@jameshawkinsaplc.com
949.387.7200

Case Name: Sanchez v. Adecco, USA, Inc., Oakley, Inc.
Date: Thursday, August 21, 2025
RFP Number: 12172032

Prepared By:
Sean Hartranft
Apex Class Action LLC
Sean@apexclassaction.com
949.878.3676

Settlement Specifications	
Number of Aggrieved Employees	1,300
Certified Language Translation:	No
Static Settlement Website	No
Percentage of Undeliverable Mail	20%

Professional Services	Fee Calculation	Rate(s)	Quantity	Estimated Cost
Data Analytics and Standardization				
Import and Standardize Data*	Per Hour	\$125.00	3	\$375.00
Data Analyst	Per Hour	\$150.00	3	\$450.00
*Data provided must be in a workable format. Apex can standardize provided data at an additional cost of \$150/hr.				
Sub Total:				\$825.00
Project Management				
Project Management	Per Hour	\$150.00	3	\$450.00
Project Coordinator	Per Hour	\$90.00	2	\$180.00
Data Analyst and Reporting	Per Hour	\$140.00	1	\$140.00
Sub Total:				\$770.00
Toll-Free Contact Center, Website, Reporting & Pre-Distribution				
Form Set Up	Per Hour	\$120.00	1	\$120.00
Bilingual Toll-Free Contact Center	Static Rate	\$180.00	1	\$180.00
NCOA Address Update (USPS)	Static Rate	\$152.00	1	\$152.00
Settlement Status Reports	Static Rate	\$750.00	1	Waived
Sub Total:				\$452.00



Professional Services	Fee Calculation	Rate(s)	Quantity	Estimated Cost
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Distribution & Settlement Fund Management				
Settlement Calculations	Per Hour	\$120.00	3	\$360.00
Account Management and Reconciliation	Per Hour	\$140.00	3	\$420.00
Print & Mail Distribution Settlement Check (IRS Form 1099 if applicable)	Per Piece	\$1.25	1,300	\$1,625.00
USPS First Class Postage	Per Piece	\$0.74	1,300	\$962.00
Remail Distribution to Updated Address (Skip Trace)	Per Piece	\$2.50	260	\$650.00
Reminder Postcard, Includes Postage	Per Piece	\$1.20	455	\$546.00
Individual Income Tax Preparation & Reporting	Per Hour	\$100.00	6	\$600.00
QSF Income Tax Reporting (per calendar year)	Per Year	\$1,250.00	1	\$1,250.00
Unclaimed Funds: State Controller's Unclaimed Property Fund	Static Rate	\$500.00	1	\$500.00
			Sub Total:	\$6,913.00

Post Distribution Reconciliation				
Bank Account Reconciliation	Per Hour	\$135.00	2	\$270.00
Project Management Reconciliation	Per Hour	\$100.00	2	\$200.00
Declarations	Per Hour	\$120.00	3	\$360.00
			Sub Total:	\$830.00

			WILL NOT EXCEED:	\$9,790.00
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Thank you for your business!

Terms & Conditions



The following Terms and Conditions govern the provision of all services to be provided by Apex Class Action and its affiliates ("Apex") to the Client. These terms and conditions are binding and shall apply to all services provided by Apex in relation to any related services or products.

1. **Services:** Apex commits to providing the Client with the administrative services detailed in the attached Proposal (the "Services").

2. **Payment Terms:** As compensation for the legal services to be provided, the Client agrees to pay Apex all fees detailed in the Proposal. The fees quoted in the Proposal (and any subsequent proposals for additional services) are estimates based on the information provided to Apex by the Client. Apex makes no representation that the estimated fees in the Proposal or any subsequent proposals for additional services shall equal the actual fees charged by Apex to the Client, which fees (including individual line items) may be greater or less than estimated. If additional services are requested on an hourly basis and are not specifically detailed in the Proposal, Apex will prepare estimates for such services subject to approval by the Client. In the performance of such additional services, Apex will charge standard hourly fees which shall apply.

3. **Incurred Expenses:** In relation to the provision of services outlined in this agreement, the Client agrees to reimburse Apex for all reasonable out-of-pocket expenses incurred. Such expenses may include, but are not limited to, costs associated with postage, media production or publication, banking fees, brokerage fees, messenger and delivery service expenses, travel expenses, filing fees, office supplies, meals, staff overtime expenses, and other related costs and expenses. If not otherwise specified in writing, fees for print notice and certain expenses, such as media publication and postage, must be paid immediately upon invoicing and, in certain cases, at least ten (10) days prior to the date on which such expenses will be incurred.

4. **Invoicing:** Apex shall present invoices for its fees and expenses on a monthly basis, except as provided in Section 3. The Client agrees to pay each invoice within 30 days of receipt. In the event of non-payment within 90 days of the billing date, an additional service charge of 1.5% per month may apply. Apex reserves the right to increase its prices, charges, and rates annually, subject to reasonable adjustments. If any price increases exceed 10%, Apex shall give thirty (30) days' notice to the Client. In the event of any unpaid invoices beyond 120 days of the due date, Apex reserves the right to withhold services and reports until payment is received, subject to notice to the Client. It is important to note that Apex's failure to provide services and reports in such instances shall not constitute a default under this agreement.

5. **Case Duration:** The duration of these Terms and Conditions, except for the data storage obligations, shall be in effect until 30 days following the completion of the Services as described in the Proposal. The parties may extend these Terms and Conditions in writing for a mutually agreed-upon period beyond this initial 30-day period.

6. **Termination of Services:** Either party may terminate the Services by providing thirty (30) days written notice to the other party. Alternatively, termination may occur immediately upon written notice for Cause, as defined below. Cause means (i) Apex's gross negligence or willful misconduct that causes serious and material harm to the Client; (ii) the Client's failure to pay Apex invoices for more than one hundred twenty (120) days from the date of the invoice; or (iii) the accrual of invoices or unpaid services where Apex reasonably believes it will not be paid. Termination of the Services shall not relieve the Client of its obligation to pay Apex for services rendered prior to the termination.

7. **Independent Contractor:** As an independent contractor, Apex will provide services under the terms of this agreement. It is agreed that neither Apex nor any of its employees will be considered an employee of the Client. Consequently, Apex and its employees will not be eligible for any benefits provided by the Client to its employees. The Client will not make any tax deductions from the payments due to Apex for state or federal tax purposes. Apex will be solely responsible for paying all taxes and other payments due on payments received from the Client under this agreement.

8. **Apex warrants that the Services outlined in the Proposal will be performed in accordance with the standards generally adhered to by professionals providing similar services. It is acknowledged that the Services may entail the likelihood of some human and machine errors, omissions, delays, and losses that may result in damage. However, Apex shall not be held liable for such errors, omissions, delays, or losses unless they are caused by its gross negligence or willful misconduct. In the event of any breach of this warranty by Apex, the Client's sole remedy will be limited to Apex's rerunning, at its expense, any inaccurate output provided that such inaccuracies occurred solely as a result of Apex's gross negligence or willful misconduct under this agreement.**

9. **Limitation of Liability:** The Client acknowledges that Apex shall not be held liable for any consequential, special, or incidental damages incurred by the Client in relation to the performance of Services, whether the claim is based on breach of warranty, contract, tort (including negligence), strict liability, or any other grounds. Under no circumstances shall Apex's liability to the Client, for any Losses (including court costs and reasonable attorney's fees), arising out of or in connection with these Terms and Conditions, exceed the total amount charged or chargeable to the Client for the specific service(s) that caused the Losses.

10. **Indemnification:** The Client agrees to indemnify and hold harmless Apex from any losses, suits, actions, judgments, fines, costs, liabilities, or claims arising from any action or proceeding relating to the Services provided by Apex, regardless of whether or not it results in liability (collectively referred to as "Indemnified Claims"). However, this indemnification provision shall not apply to the extent that such Indemnified Claims are caused by Apex's willful misconduct, gross negligence, or breach of these Terms and Conditions. This provision shall survive termination of the Services.

11. **Confidentiality:** Apex will uphold strict confidentiality between Apex and the Client and applies to all non-public records, documents, systems, procedures, processes, software, and other information received by either party in connection with the performance of services under these terms. Both Apex and the Client agree to keep confidential all such non-public information, including any material marked or identified as confidential or proprietary. Any such confidential information shall not be disclosed, provided, disseminated, or otherwise made available to any third party, except as required to fulfill the parties' obligations under these terms. The parties acknowledge that in the event of any request to disclose any confidential information in connection with a legal or administrative proceeding, or otherwise to comply with a legal requirement, prompt notice of such request must be given to the other party to enable that party to seek an appropriate protective order or other remedy or to waive compliance with the relevant provisions of these terms. If the Client seeks a protective order or another remedy, Apex, at the Client's expense, will cooperate with and assist the Client in such efforts. If the Client fails to obtain a protective order or waives compliance with the relevant provisions of these terms, Apex will disclose only that portion of the confidential information that it determines it is required to disclose. This confidentiality provision shall survive termination of the services provided. Both parties acknowledge and agree that any breach of this these terms may cause irreparable harm to the non-breaching party and that injunctive relief may be necessary to prevent any actual or threatened breach. The terms set forth between the parties supersede all prior negotiations, understandings, and agreements between the parties concerning confidentiality. These terms may only be amended in writing and signed by both parties.

12. **Ownership of the programs, system data, and materials provided by Apex to the Client during the course of providing services herein shall solely belong to Apex. It is acknowledged that fees and expenses paid by the Client do not confer any rights in such property. It is also understood that the said property is made available to the Client solely for the purpose of using it during and in connection with the services provided by Apex.**

13. **Apex may derive financial benefits from financial institutions in connection with the deposit and investment of funds with such institutions, including without limitation, discounts on eligible banking services and fees, and loans at favorable rates.**

14. **COMPLETE AGREEMENT.** These Terms and Conditions, along with the attached Proposal, represent the complete agreement and understanding between the parties and override any prior agreements (whether written or oral) between Apex and the Client regarding the subject matter. Any modification to these Terms and Conditions may only be made in writing and must be signed by both Apex and the Client. The headings in this document are included for convenience only and do not alter or restrict any provisions in these Terms and Conditions. They may not be used in the interpretation of these Terms and Conditions.

15. **This provision outlines the requirements for providing notice or other communication under this agreement. All such communications must be in writing and can be delivered either by personal delivery or through U.S. Mail with prepaid postage or overnight courier. Once delivered personally or sent through the mail, the notice will be considered given after five (5) days from the deposit date in the U.S. Mail. Alternatively, if sent through an overnight courier, the notice will be considered given one business day after delivery to the such courier. It's important to note that the notice must be provided to a responsible officer or principal of the Client or Apex, depending on the case.**

16. **Force Majeure:** In the event of any failure or delay in performance due to circumstances beyond Apex's control, including but not limited to strikes, lockouts, fires, floods, acts of God or public enemy, riots, civil disorders, insurrections, war or war conditions, or interference by civil or military authorities, Apex shall not be held liable for any resulting loss or damage. The time for performance under this agreement shall be extended for a period equal to the duration of the disabling cause and a reasonable time thereafter. This provision shall constitute a force majeure clause and shall be construed accordingly.

17. **The applicable state and federal laws shall govern the interpretation and enforcement of these Terms and Conditions. No choice of law or conflict of laws provisions shall affect this governing law provision.**

18. **Severability:** This applies to all clauses and covenants contained within these Terms and Conditions. In the event that any clause or covenant is deemed invalid, illegal, or unenforceable, the remaining provisions shall remain valid and enforceable to the fullest extent permissible by law. The validity, legality, and enforceability of the remaining provisions shall in no way be affected or impaired by the invalidity, illegality, or unenforceability of any provision deemed so.

19. **Nonwaiver:** This applies to these Terms and Conditions. This means that any failure by one party to enforce a provision of these terms on one or more occasions shall not be construed as a waiver of that provision. In other words, any failure to enforce a provision does not give up the right to enforce it in the future. All provisions of these Terms and Conditions remain in full force and effect, regardless of any prior failure to enforce them.