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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN DIEGO

DAISY MARTINEZ, as an individual and on behalf of all other aggrieved employees,

Plaintiff,

vs.

VF OUTDOOR, LLC, a Delaware Limited Liability Company; and DOES 1 through 100, inclusive,

Defendants.

Case No. 26CU022273C

[*Assigned for all purposes to the Hon. Gregory W. Pollack, Dept. C-71*]

DECLARATION OF MATTHEW K. MOEN IN SUPPORT OF *EX PARTE* APPLICATION REGARDING JOINT STIPULATION TO APPROVE SETTLEMENT OF CLAIMS BROUGHT UNDER THE PRIVATE ATTORNEYS GENERAL ACT, LABOR CODE § 2698, *ET SEQ.*

Date: October 29, 2026
Time: 8:45 a.m.
Dept.: C-71

Action Filed: April 22, 2026
Trial Date: None Set

DECLARATION OF MATTHEW K. MOEN

I, Matthew K. Moen, declare as follows:

1. I am a Senior Associate with Haines Law Group, APC, and counsel for the named Plaintiff Daisy Martinez ("Plaintiff") in the above-captioned matter. I am a member in good standing of the bar of the State of California and am admitted to practice in this Court. I have personal knowledge of the facts stated in this declaration and could testify competently to them if called upon to do so.

2. I received a Bachelor of Arts degree from UCLA in 2011, and a Juris Doctor from Loyola Law School, Los Angeles, in 2015. Both before and during law school, I worked for the law firm of Prindle, Amaro, Goetz, Hillyard, Barnes & Reinholtz LLP (now known as Prindle, Goetz, Barnes & Reinholtz LLP), located in Long Beach, California. Both before and during law school, I also worked for Jill McBride Baxter, Certified Sports Agent and Sports Law Attorney.

3. From January 2016 to December 2017, I worked as an associate at Baltodano & Baltodano LLP, a law firm dedicated exclusively to the practice of Plaintiff-side employment law located in San Luis Obispo, California. After the founding partner and senior litigation partner at Baltodano & Baltodano LLP, Justice Hernaldo J. Baltodano, was appointed to the California judiciary in December 2017, the firm dissolved on December 31, 2017. Since January 1, 2018, I have worked as an associate at my current firm, Haines Law Group, APC.

4. During my time with both Baltodano & Baltodano LLP and Haines Law Group, APC, my practice has been solely devoted to litigating plaintiff-side employment related cases in both state and federal court, including wage and hour class actions arising under the California Labor Code and the Fair Labor Standards Act. I am currently staffed on over forty (40) active wage and hour class actions in which I am integrally involved in all aspects of the litigation. I also supervise the work of several junior attorneys staffed on the same wage and hour class actions.

5. I have been appointed as Class Counsel in over fifty (50) class action settlements that have been granted final approval. The following is a non-exhaustive list of the recent wage

and hour class actions in which I have been named as Class Counsel and awarded attorney's fees following a lodestar cross-check: *Roberto Arcos, et al. v. Panoramic Doors, LLC*, Case No. 37-2021-00048823-CU-OE-CTL, San Diego County Superior Court, Honorable Loren G. Freestone, presiding (awarding attorney's fees following a lodestar cross-check based on a rate of $650 for work performed in 2021-2023); *Aaron Hallum, et al. v. FCA US, LLC*, Case No. CIVDS1936782, San Bernardino County Superior Court, Honorable Joseph T. Ortiz, presiding (awarding attorney's fees following a lodestar cross-check based on a rate of $650 per hour for work performed in 2021-2024); *Rafael Perez v. Kyocera SGS Precision Tools, Inc.*, Case No. 30-2022-01299232-CU-OE-CXC, Orange County Superior Court, Honorable Randall J. Sherman, presiding (awarding attorney's fees following a lodestar cross-check based on an hourly rate of $650 for work performed in 2022-2024); *Kevin Murphy, et al. v. Fusion Learning, Inc.*, Case No. 2:21-cv-06732-JAK (ASx), United States District Court, Central District of California, Honorable John A. Kronstadt, presiding (approving and finding reasonable an hourly rate of $650 for work performed in 2022-2024); *Target Wage and Hour Cases*, Case No. JCCP 5259, Lead Case No. CIVSB2209126, San Bernardino County Superior Court, Honorable Wilfred J. Schneider, Jr., presiding (awarding attorney's fees following a lodestar cross-check based on an hourly rate of $650 for work performed in 2022-2024); *Karen Trudelle, et al. v. Children of the Rainbow, Inc.*, Lead Case No. 37-2022-00034860-CU-OE-CTL, San Diego County Superior Court, Honorable Robert Longstreth, presiding (awarding attorney's fees following a lodestar cross-check based on an hourly rate of $650 for work performed in 2022-2024); *Ruben Hernandez, et al. v. Neovia Logistics Services, LLC, et al.*, Case No. CIVSB2305867, San Bernardino County Superior Court, Honorable Tony Raphael, presiding (using an hourly rate of $650 for work performed in 2023-2025); *Jonathan Jauregui Gutierrez, et al. v. PASHA Automotive Services*, Case No. 37-2021-00011967-CU-CO-CTL, San Diego County Superior Court, Honorable Katherine A. Bacal, presiding (using an hourly rate of $650 for work performed in 2021-2025); *Miriam Moreno v. Beacon Day School, Inc.*, Case No. 30-2022-01296662-CU-OE-CXC, Orange County Superior Court, Honorable Lon F. Hurwitz, presiding (using an hourly rate of $650 for work performed in 2022-2025); *Raul*

Camacho, et al. v. Residential Fire Systems, Inc., et al., Case No. 30-2015-00775372-CU-OE-CXC, Orange County Superior Court, Honorable Lon F. Hurwitz, presiding (using an hourly rate of $650 for work performed in 2018-2025); *Chrisian Alanis v. Leonard Roofing, Inc.*, Case No. BC672028, Los Angeles County Superior Court, Honorable William F. Highberger, presiding (using an hourly rate of $650 for work performed in 2018-2025); *Georgina Espinoza, et al. v. Warehouse Demo Services, Inc., et al.*, Case No. 17CV310844, Santa Clara County Superior Court, Honorable Theodore C. Zayner, presiding (using an hourly rate of $650 for work performed in 2021-2025); *In Re: Stanislaus Food Products Company Employment Cases*, Lead Case No. CV-23-001433, Stanislaus County Superior Court, Honorable John D. Freeland, presiding (using an hourly rate of $725 for work performed in 2023-2025); *Samantha Vvanti, et al. v. O'Reilly Auto Enterprises, LLC*, Case No. 19STCV00091, Los Angeles County Superior Court, Honorable Timothy Patrick Dillon, presiding (using an hourly rate of $725 for work performed in 2022-2025); and *John Ledbetter, et al. v. CJ Logistics America, LLC*, Case No. CIVSB2207118, San Bernardino County Superior Court, Honorable David E. Driscoll, presiding (using an hourly rate of $725 for work performed in 2022-2025).

6. So far in 2026, I have been awarded attorney's fees following a lodestar cross-check based on an hourly rate of $775 per hour in the following cases:

- *Vicente Sandoval v. Cybex Security Solutions, LLC, et al.*, Case No. 30-2024-01398109-CU-OE-CXC, Orange County Superior Court, Honorable Layne H. Melzer, presiding (using an hourly rate of $775 for work performed in 2024-2026);
- *Falcao Rivelino Hernandez, et al. v. LDI Mechanical, Inc.*, Case No. CVRI2401542, Riverside County Superior Court, Honorable Harold W. Hopp, presiding (using an hourly rate of $775 for work performed in 2024-2026);
- *Jose Fuentes v. Southwest Material Handling, Inc.*, Case No. CVRI2404365, Riverside County Superior Court, Honorable Harold W. Hopp, presiding (using an hourly rate of $775 for work performed in 2024-2026);

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- *Brianna McCulin, et al. v. South Coast Children's Society, Inc.*, Case No. 25STCV09319, Los Angeles County Superior Court, Honorable Elaine Lu, presiding (using an hourly rate of $775 for work performed in 2025-2026);
- *Jose Moran vs. Araca Merchandise, L.P., et al.*, Case No. 24STCV02003, Los Angeles County Superior Court, Honorable William F. Highberger, presiding (using an hourly rate of $775 for work performed in 2024-2026);
- *Jose Vasquez v. Santa Clarita Valley Committee on Aging Corporation, dba SCV Senior Center*, Case No. 25STCV06096, Los Angeles County Superior Court, Honorable Laura A. Seigle, presiding (using an hourly rate of $775 for work performed in 2025-2026);
- *Darren Cain v. Bellhops Moving, LLC*, Case No. 24STCV09965, Los Angeles County Superior Court, Honorable Theresa M. Traber, presiding (using an hourly rate of $775 for work performed in 2024-2026);
- *Juan Dorantes Miranda v. C M C Steel Fabricators, Inc.*, Case No. CIVSB2511003, San Bernardino County Superior Court, Honorable Wilfred J. Schneider, Jr., presiding (using an hourly rate of $775 for work performed in 2025-2026); and
- *George Gomez v. The Bedrock Company*, Case No. CIVDS1824255, San Bernardino County Superior Court, Honorable Kevin C. Lee, presiding (using an hourly rate of $775 for work performed in 2018-2026).

7. I have also been appointed as Class Counsel following a contested motion to certify one or more classes in the following cases:

- *Staublein v. Wells Fargo Bank, National Association*, Case No. CIVDS1712267, San Bernardino Superior Court, Honorable David Cohn presiding (certifying a wage statement class);
- *George Gomez v. The Bedrock Company*, Case No. CIVDS1824255, San Bernardino County Superior Court, Honorable David Cohn, presiding (certifying claims for unpaid overtime and minimum wage violations, meal period violations, rest period violations, wage statement violations, and waiting time penalties); and

- *Aurora Gatica v. Valley Ag, Inc. et al.*, Case No. 19CECG03018, Fresno County Superior Court, Honorable D. Tyler Tharpe, presiding (certifying claims for meal period violations, unpaid rest period violations, wage statement violations, and waiting time penalties).

8. In every year from 2020 to 2025, Thomson Reuters and Los Angeles Magazine recognized me as a Top Young Attorney in Southern California in the annual Rising Star Edition of Super Lawyers. This is an honor awarded to no more than two-and-a-half percent (2.5%) of attorneys under the age of forty in Southern California each year.

9. As counsel for Plaintiff, I have been closely involved in all aspects of this litigation since its inception and believe that the proposed settlement of the claim for civil penalties under the Private Attorneys General Act, Labor Code § 2698 *et seq*., ("PAGA"), memorialized in the proposed PAGA Settlement Agreement ("PAGA Settlement Agreement" or "Settlement") is a fair and reasonable result for the PAGA Aggrieved Employees.

10. The PAGA Settlement Agreement is attached as Exhibit 1 to the concurrently filed Joint Stipulation to Approve Settlement of Claims Brought Under the Private Attorneys General Act, Labor Code § 2698, *et seq*. (the "Joint Stipulation").

11. Defendant VF Outdoor, LLC ("Defendant") designs, manufactures, and sells apparel, including footwear. Defendant employed Plaintiff as a non-exempt "Sales Associate" at their "Vans" retail stores in Irvine and Tustin, California from approximately 2016 until approximately 2026. Plaintiff's primary job duties included helping customers purchase products at the cash register, handling inventory and merchandise, and re-stocking product for the storefront.

12. Plaintiff alleges that Defendant failed to compensate Plaintiff and other PAGA Aggrieved Employees for all minimum and overtime wages owed. First, Plaintiff alleges that she and the PAGA Aggrieved Employees were required to complete a multi-step log-in procedure every time they clocked in on Defendant's timekeeping system, both at the start of the workday and when clocking back in after a meal period. Specifically, Plaintiff and other PAGA Aggrieved Employees were required to first log on to Defendant's computers with an

email and password combination, then wait for the timekeeping system to send a code to Plaintiff's and other PAGA Aggrieved Employees' personal cellular phones, and then use the code to complete their clock ins on Defendant's computers. However, Plaintiff and other PAGA Aggrieved Employees were not compensated for the time they spent subject to Defendant's control while undergoing this multi-step clock-in process. Next, Plaintiff alleges that she and the PAGA Aggrieved Employees were required to undergo security screenings after they were clocked out of their shifts, resulting in uncompensated off-the-clock work. Lastly, Plaintiff alleges that Defendant required that she and the PAGA Aggrieved Employees communicate with supervisors for work purposes while off-the-clock through the use of their personal cellular phones. Defendant, however, failed to pay Plaintiff and other PAGA Aggrieved Employees for this pre-shift and post-shift work time, resulting in additional unpaid minimum and overtime wages owed.

13. Plaintiff further alleges Defendant failed to provide all lawful, duty-free 30-minute meal periods to which the PAGA Aggrieved Employees were entitled. Plaintiff also alleges Defendant failed to authorize and permit Plaintiff and other PAGA Aggrieved Employees to take all 10-minute, duty-free rest periods for every 4 hours worked (or major fraction thereof). Specifically, Plaintiff alleges Defendant regularly interrupted or failed to authorize and permit all duty-free, 10-minute rest periods for Plaintiff and other aggrieved employees. Moreover, Plaintiff contends Defendant failed to reimburse Plaintiff and other PAGA Aggrieved Employees for all necessary business expenses associated with using their personal cellular phones. Finally, Plaintiff contends that as a result of Defendant's failure to pay all minimum wages, overtime wages, and meal period and rest period premiums, Defendant also failed to issue accurate itemized wage statements and maintain accurate employment records.

14. On June 9, 2025, Plaintiff submitted written notice to Defendant and the California Labor and Workforce Development Agency ("LWDA") of Plaintiff's allegations. On February 4, 2026, Plaintiff submitted a supplemental notice letter to LWDA.

15. A true and correct copy of Plaintiff's notice letters to the LWDA are attached hereto as **Exhibit 1**.

16. On April 22, 2026, Plaintiff filed the operative representative action complaint, alleging a single cause of action for PAGA civil penalties based on the alleged violations outlined herein.

17. On February 4, 2026, the Parties attended an early private mediation with mediator Kevin Barnes, Esq. Prior to attending mediation, Defendant provided Plaintiff with a 15% representative sampling of the PAGA Aggrieved Employees' timekeeping and payroll records spanning the relevant time period, as well as policy documents and key data points. Plaintiff then retained an expert with a Ph.D. in economics to examine Defendant's premeditation informal discovery production and conduct a comprehensive exposure analysis for the claims at issue, which included determining the number of PAGA Aggrieved Employees as well as the number of pay periods worked by the PAGA Aggrieved Employees during the relevant statutory time period.

18. During mediation, the parties debated the legal bases for their claims and defenses, their respective data analyses, and their positions regarding the extent to which the Court might reduce any PAGA penalties recovered. At the conclusion of mediation, Mr. Barnes made a mediator's proposal to fully resolve Plaintiff's PAGA claim, which the parties ultimately accepted. Over the following months, the parties negotiated the final terms of the proposed Settlement now before this Court for approval.

19. During mediation, Defendant presented numerous defenses to Plaintiff's underlying claims and arguments to why Plaintiff's damages calculations were overstated. As to Plaintiff's allegation that Defendant failed to pay all minimum and overtime wages, Defendant maintains it accurately recorded and properly paid all wages for all hours worked by the PAGA Aggrieved Employees and to the extent Plaintiff and other PAGA Aggrieved Employees were required to spend time "off-the-clock" to clock-in for their shifts, this time would have been a few seconds, at most, and thus not compensable. Moreover, Defendant concedes that Plaintiff and other PAGA Aggrieved Employees were required to participate in a security screening prior to leaving the store at the end of their shifts. However, Defendant contends that it maintains a policy that requires employees to clock out of their shifts after completing a security screening,

thereby ensuring its employees are not undergoing unpaid security screenings. Defendant also maintains that the PAGA Aggrieved Employees had the option to include any "off-the-clock" messages on their timekeeping to ensure compensation.

20. Regarding Plaintiff's underlying meal period allegations, Defendant contends it maintained lawful meal period policies/practices at all times and provided all timely, duty-free meal periods, and whether any PAGA Aggrieved Employees chose to refrain from taking a compliant meal period on any given day is an individualized issue not reflective of Defendant's policies and practices. Defendant further maintains it authorized and permitted the PAGA Aggrieved Employees to take all lawful rest periods to which they were entitled and maintained lawful rest period policies/practices. Defendant further contends that Plaintiff's claims lack merit, and questioned how Plaintiff intended to prove such violations without any documentary evidence of rest period violations. Finally, Defendant argues it maintained a policy to reimburse all reasonable and necessary business expenditures and that, to the extent that any expenses were not reimbursed, it was the result of Defendant's employees failing to submit expense reimbursement requests. Moreover, Defendant argues Plaintiff and other PAGA Aggrieved Employees were provided with several options to clock-in to their shifts, including receiving the code to complete clock-ins on a store phone rather than their personal cellular phones. Therefore, Plaintiff's and other PAGA Aggrieved Employees' use of cellular phones for work purposes was the result of employee choice, not Defendant's policy.

21. Defendant also argues that Plaintiff's underlying claims will fail and, as a result, the derivative claims will also fail. *See Price v. Starbucks Corp.* (2011) 192 Cal.App.4th 1136, 1147 ("Because the underlying causes of action fail, the derivative UCL and PAGA claims also fail."); *see also Thurman v. Bayshore Transit Management, Inc*. (2012) 203 Cal.App.4th 1112, 1135-1136 (confirming trial court has the discretion to award less than the maximum PAGA penalty if it determines that the maximum would be "unjust, arbitrary, oppressive, or confiscatory" based on the facts and circumstances of the case, and affirming a 30% reduction in part because the employer attempted to comply with the law); *Carrington v. Starbucks Corp*. (2018) 30 Cal.App.5th 504, 529 (affirming PAGA judgment and noting that the trial court

reduced the penalty from the $50 maximum to $5 per violation based on Starbucks's "good faith attempts" to comply with meal break obligations and the minimal nature of the violations).

22. This proposed Settlement provides a fair and reasonable monetary recovery for the LWDA and PAGA Aggrieved Employees in the face of disputed claims and significant litigation risks. Plaintiff and his retained expert analyzed Defendant's produced data, and forecasted Defendant's realistic exposure for PAGA civil penalties.

23. The PAGA Aggrieved Employees worked an aggregate 109,999 pay periods during the relevant time period. In the event Plaintiff could prove a violation in every pay period, Labor Code section 2699(f)(2)(A) provides for PAGA civil penalties in the amount of $100 for each aggrieved employee per pay period. Assuming that Plaintiff could prove at least one Labor Code violation in each pay period, Plaintiff calculated Defendant's maximum possible PAGA exposure at $10,999,900 (109,999 pay periods x $100 per violation).

24. As discussed above, Defendant raised numerous defenses to the merits of Plaintiff's underlying claims and argued that even if found liable, the Court would exercise its discretion to drastically reduce any potential PAGA penalties awarded. In the face of Defendant's defenses on the merits and the Court's discretion to reduce PAGA penalties, Plaintiff discounted this figure by 30% to account for the risk of losing on the merits and by an additional 85% for the risk of the Court reducing the penalties, to arrive at a realistic recovery of $1,154,990. *See Fleming v. Covidien Inc.*, Case No. ED CV 10-01487 RGK (OPx), 2011 WL 7563047, *4 (C.D. Cal. Aug. 12, 2011) (reducing PAGA penalties from $2.8 million to $500,000 (17% of exposure)); *Carrington, supra*, 30 Cal.App.5th 504 (affirming reduction of PAGA penalties to 10% of maximum exposure).

25. The $965,500 Maximum Settlement Amount represents approximately 83.55% of Plaintiff's calculated exposure, which is well within the range approved by courts as being fair, reasonable and adequate, while also avoiding further expense and risk of further litigation. *See Altamirano v. Shaw Industries, Inc*, 2015 WL 4512372, *9 (N.D. Cal. 2015) ("Although 15% represents a modest fraction of the hypothetical maximum recovery estimated by Plaintiff, that figure is sufficient for the Court to grant preliminary approval..."). Therefore, approval is

appropriate since the Settlement will provide tangible, monetary relief to the PAGA Aggrieved Employees and the State of California.

26. Under the terms of the Settlement, Plaintiff shall be entitled to an award of thirty-five percent (35%) of the Maximum Settlement Amount ($337,750) plus reimbursement of $26,226.46 in actual out-of-pocket litigation costs. Plaintiff, as the prevailing party in settlement, is entitled to recover attorneys' fees and costs for bringing this PAGA claim. *See* Labor Code § 2699(k)(1) ("Any employee who prevails in any action shall be entitled to an award of reasonable attorney's fees and costs."); *see also* Code of Civil Procedure § 1021.5(a). A fee award is justified where the legal action has produced its benefits by way of a voluntary settlement. *See, e.g., Maria P. v. Riles* (1987) 43 Cal.3d 1281, 1290-91; *Westside Community for Independent Living, Inc. v. Obledo* (1983) 33 Cal.3d 348, 352-53. The requested fee is also consistent with my firm's experience litigating wage-and-hour class action matters and with fee awards commonly approved in similar common fund settlements. Here, my firm seeks an attorneys' fee award of $337,750, representing thirty-five percent (35%) of the Maximum Settlement Amount. This percentage is consistent with fee awards approved in similar wage and hour class actions and is fair and reasonable under the percentage-of-recovery method. *See In re Pacific Enterprises Securities Litig.* (9th Cir. 1995) 47 F.3d 373, 379 (affirming 33% fee award). Indeed, the California Supreme Court approved the use of the "percentage of fund" method in California. *See Laffitte v. Robert Half Int'l, Inc.* (2016) 1 Cal.5th 480, 506 ("the percentage of fund method survives in California class action cases…"). My firm's previous experience in litigating wage and hour class actions also supports the reasonableness of the fee request. My firm is well-versed in plaintiff and defense-side wage and hour class action litigation and collectively bring more than four decades of wage-and-hour class and representative action litigation experience. My firm have also been certified as class counsel in numerous other cases in both State and federal court. My firm's experience in similar matters was integral in evaluating the strengths and weaknesses of this case and the reasonableness of the Settlement. Since it is reasonable to compensate my firm equal with its skill, reputation, and experience, the

requested fee award of thirty-five percent (35%) of the Maximum Settlement Amount is fair and reasonable and should therefore be approved.

27. A true and correct copy of my firm's itemized litigation costs for this matter is attached hereto as **Exhibit 2**. My firm's expense summary identifies my firm's to-date out of pocket expenses as $26,040.83. Although my firm's expense summary identifies my firm's to-date out of pocket expenses as $26,040.83, the total amount that my firm is requesting for expense reimbursement ($26,226.46) includes an additional $185.63 in anticipated future costs for the filing of this *ex parte* application for Settlement approval and provision of courtesy copies to the Court, which will be incurred by my firm following the filing of this *ex parte* application for Settlement approval.

28. My firm utilized the expert services of Berkeley Research Group, which included Dr. J. Michael DuMond, Ph.D. and his staff, to perform the expert analyses in support of Plaintiff's claims, including the evaluation of class-wide damages exposure. A true and correct copy of Berkeley Research Group's invoice for this matter is attached hereto as **Exhibit 3**.

29. Courts routinely approve enhancement awards to compensate named plaintiffs for the services they provide and the risks they incur during class and representative litigation. *See, e.g., Bell v. Farmers Ins. Exch.* (2004) 115 Cal.App.4th 715, 726 (upholding "service payments" to named plaintiffs for their efforts in bringing the case); *Van Vranken v. Atlantic Richfield Co.* (N.D. Cal. 1995) 901 F. Supp. 294 (approving $50,000 enhancement award). This is also true in the context of PAGA-only settlements. Here, pursuant to the Settlement, Plaintiff seeks a representative enhancement payment of $5,000. This request is reasonable given Plaintiff's efforts in this case, the time devoted to the prosecution and resolution of this action, and the risks she undertook on behalf of the PAGA Aggrieved Employees. Concurrently with this filing, my firm is submitting Plaintiff's declaration, wherein Plaintiff attests to her contributions to this Settlement, including searching for relevant documents for use in this action, providing factual information to her attorneys, having many phone calls with her attorneys to discuss the claims in this action and Defendant's practices, assisting her attorneys to help them prepare for mediation, making herself available throughout mediation to answer

factual questions raised by the mediator, reviewing and assisting her attorneys in finalizing the PAGA Settlement Agreement, and otherwise assisting her attorneys in moving this case towards resolution.

30. Furthermore, there is a well-established history of courts awarding incentive payments in PAGA-only settlements. A true and correct copy of court orders granting enhancement awards in PAGA-Only is attached hereto as **Exhibit 4**.

31. Plaintiff also requests that the Court appoint Phoenix Settlement Administrator (Phoenix") as the third-party administrator for administering the Settlement and award them $22,000 from the Maximum Settlement Amount to compensate Phoenix for its administration services. Concurrently with this filing, my firm is submitting a declaration from Phoenix attesting to its qualifications, services, and belief that it is well suited to handle the administration of this Settlement.

32. After deducting the Court-approved awards for attorney's fees, litigation costs, Plaintiff's enhancement payment, and administration costs, the remaining $574,023.54 will constitute the Net Settlement Fund and will be distributed 65% ($373,115.30) to the LWDA and 35% ($200,908.24) to the PAGA Aggrieved Employees, which each PAGA Aggrieved Employee receiving a proportionate share based on their pay periods worked during the relevant time period. According to the data produced by Defendant for mediation, there are approximately 6,867 PAGA Aggrieved Employees who worked an aggregate total of 109,999 pay periods as of mediation. Therefore, Plaintiff estimates that the average PAGA Aggrieved Employee payment will be approximately $29.25.

33. The LWDA is being served with a copy of the PAGA Settlement Agreement, and all of the papers in support being submitted herewith, concurrently with this filing. True and correct copies of Plaintiff's submission for this Court's approval of the PAGA Settlement Agreement to the LWDA and the LWDA's Confirmation of Receipt are attached hereto as **Exhibit 5**.

34. In light of all the facts, evidence, and law, and the benefits of the proposed Settlement as compared to the risks of further litigation, I believe the proposed settlement to be

fair, reasonable, and adequate and I respectfully request that the Court enter the [Proposed] Order and Judgment Approving Settlement of Claims Brought under the Private Attorneys General Act, Labor Code § 2698, *et seq*., submitted concurrently herewith, to approve this Settlement.

35. On October 5, 2026, my law firm provided Defendant with notice of this *ex parte* application by email, which also set forth the basis for the relief sought. Specifically, at 12:21 p.m. on October 5, 2026, Susan J. Perez, an attorney at my office and counsel for Plaintiff, sent an email to Tim Johnson and Cameron J. Davila, counsel for Defendant, informing them that on Thursday, October 29, 2026, at 8:45 a.m., in Department C-71 of the San Diego County Superior Court, located at 330 W. Broadway, San Diego, California, 92101, Plaintiff will be applying for *ex parte* relief seeking the Court's approval of the parties' Joint Stipulation to Approve Settlement of Claims Brought Under the Private Attorneys General Act, Labor Code § 2698, *et seq*. ("PAGA"). My office also requested that Defendant's counsel re-confirm his approval of the Joint Stipulation. I was copied on that email. That same day, at 12:24 p.m., Defendant's counsel confirmed approval of the Joint Stipulation. A true and correct copy of the *ex parte* notice email correspondence between Plaintiff's counsel and Defendant's counsel is attached hereto as **Exhibit 6**.

I declare under penalty of perjury under the laws of the United States and the state of California that the foregoing is true and correct. Executed on October 5, 2026, at El Segundo, California.



Matthew K. Moen

EXHIBIT 1

HAINES LAW GROUP
EMPLOYMENT ATTORNEYS

June 9, 2025

VIA LWDA WEBSITE

Labor and Workforce Development Agency
Attn. PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612

Re: *Daisy Martinez vs. VF Outdoor, LLC, et al.*

To Whom It May Concern:

Please be advised that this law firm represents Ms. Daisy Martinez ("Ms. Martinez") in claims arising from her employment with VF Outdoor, LLC, a Delaware Limited Liability Company, and DOES 1 through 100, inclusive ("Defendants"). Ms. Martinez is an "aggrieved employee" within the meaning of Labor Code section 2699.3 as to all of the violations alleged herein. For purposes of this letter, "aggrieved employees" includes all of Defendants' employees who worked for Defendants in California during the one year immediately preceding the date of this letter through the present.

Defendants design, manufacture, and sell apparel, including footwear. Defendants have employed Plaintiff as a non-exempt "Sales Associate" at their "Vans" retail stores in Irvine and Tustin, California since approximately 2016. Ms. Martinez's primary job duties include helping customers purchase products at the cash register, handling inventory and merchandise, and re-stocking product for the storefront.

Defendants have failed to compensate Ms. Martinez and other aggrieved employees for all hours actually worked, resulting in unpaid minimum and overtime wages. Specifically, Defendants fail in their affirmative obligation to maintain accurate records of employees' hours worked and to compensate Ms. Martinez and other aggrieved employees for all hours actually worked. Ms. Martinez and other aggrieved employees are required to undergo a multi-step log-in procedure every time they clock in on Defendants' timekeeping system. As an initial step, Ms. Martinez and other aggrieved employees log on to Defendants' computer with an email and password combination. Next, Defendants' timekeeping system sends a code to Ms. Martinez's and other aggrieved employees' personal cellular phones. Finally, Ms. Martinez and other aggrieved employees use the code to complete their clock ins on Defendants' computer. However, Ms. Martinez and other aggrieved employees are not compensated for this time they spend subject to Defendants' control while undergoing this multi-step clock-in process.

In addition, Defendants have also failed to compensate Ms. Martinez and other aggrieved employees for time spent undergoing security bag checks after clocking out.

Specifically, Defendants maintain a policy and practice to search Ms. Martinez's and other aggrieved employees' backpacks, purses, briefcases, and similar items any time Ms. Martinez or other aggrieved employees attempt to leave the work location, including for purported meal periods and at the end of the workday. However, all such bag checks are performed *after* Ms. Martinez and other aggrieved employees have clocked out while off the clock. Since Defendants conduct these bag searches after the aggrieved employees are off-the-clock, Ms. Martinez and other aggrieved employees are not compensated for this time spent under Defendants' control. Defendants' failure to compensate Ms. Martinez and other aggrieved employees for the time spent undergoing bag searches violates California law. *See Frlekin v. Apple, Inc.*, (2020) 8 Cal.5th 1038 (holding employer must compensate employees for time spent undergoing, and waiting for, bag searches). Moreover, Defendants' supervisors frequently communicate with Ms. Martinez and other aggrieved employees outside of their scheduled shifts for work-related purposes, including regarding store promotions. Since Ms. Martinez and other aggrieved employees are messaged off-the-clock with information necessary to perform their job duties, Defendants are required to compensate Ms. Martinez and other aggrieved employees for this time. As a result, Defendants require Ms. Martinez and other aggrieved employees to perform work while off-the-clock, and Defendants have failed to compensate Ms. Martinez and other aggrieved employees for all minimum and overtime wages owed.

Defendants require Ms. Martinez and other aggrieved employees to use their personal cellular phones for work-related purposes, including to engage in Defendants' multi-step timekeeping procedure, as mentioned above, and to communicate with Defendants' supervisors. Defendants, however, do not reimburse Ms. Martinez and other aggrieved employees for a reasonable portion of their monthly cellular phone bills. Despite requiring Ms. Martinez and other aggrieved employees to utilize their personal cellular phones for work purposes, Defendants have failed to reimburse these aggrieved employees for all necessary business expenses associated with using their personal cellular phones, in violation of Labor Code section 2802. *See Cochran v. Schwan's Home Service, Inc.* (2014) 228 Cal.App.4th 1137, 1144 ("If an employee is required to make work-related calls on a personal cell phone, then he or she is incurring an expense for purposes of section 2802").

As a result of Defendants' failure to pay all overtime wages and minimum wages, Defendants also maintained inaccurate payroll records and issued inaccurate wage statements to Ms. Martinez and other aggrieved employees.

As described above, Defendants committed the following violations of the Labor Code and Industrial Welfare Commission Wage Order No. 7 ("Wage Order 7"):

Overtime Wage Violations

Defendants were required to properly pay Ms. Martinez and other aggrieved employees for all overtime hours worked pursuant to California Labor Code § 1194 and Wage Order 7. Wage Order 7, § 3 requires an employer to pay an employee "one and one-half (1½) times the employee's regular rate of pay for all hours worked in excess of eight

(8) hours" per workday and/or in excess of 40 hours of work in the workweek. Wage Order 7, § 3 also requires an employer to pay an employee double the employee's regular rate of pay for work in excess of twelve hours each workday and/or for work in excess of eight hours on the seventh consecutive day of work in the workweek. Defendants caused Ms. Martinez and other aggrieved employees to work overtime hours but did not compensate Ms. Martinez or other aggrieved employees at one and one-half times their regular rate of pay for all such hours.

Minimum Wage Violations

Wage Order 7, § 4 and California Labor Code §§ 1197 and 1182.12 establish the right of employees to be paid minimum wages for all hours worked, in amounts set by state law. Labor Code §§ 1194(a) and 1194.2(a) provide that an employee who has not been paid the legal minimum wage as required by Labor Code § 1197 may recover the unpaid balance together with attorneys' fees and costs of suit, as well as liquidated damages in an amount equal to the unpaid wages and interest accrued thereon. Defendants failed to conform their pay practices to the requirements of the law by failing to pay Ms. Martinez and other aggrieved employees for all hours worked including, but not limited to, all hours they were subject to the control of Defendants and/or suffered or permitted to work under the California Labor Code and Wage Order 7.

Failure to Reimburse Necessary Business Expenses

Defendants failed to indemnify Ms. Martinez and the members of the Reimbursement Class for all necessary business expenses incurred, including, among other things, personal cellular phone usage. As a proximate result of Defendants' policies and/or practices in violation of Labor Code §§ 2802 and 2804, Ms. Martinez and members of the Reimbursement Class are entitled to damages, attorneys' fees and costs of suit, and interest thereon, in sums to be shown according to proof at trial, pursuant to Labor Code §2802.

Wage Statement Violations

Defendants knowingly and intentionally, as a matter of uniform policy and practice, failed to furnish Ms. Martinez and other aggrieved employees with complete and accurate wage statements with respect to gross wages earned, total hours worked, net wages earned, all applicable hourly rates in effect during the pay period, the corresponding number of hours worked at each hourly rate by the employee, and the correct name of the employer, in violation of Labor Code § 226 *et seq*. Defendants' failures in furnishing Ms. Martinez and other aggrieved employees with complete and accurate itemized wage statements resulted in actual injury, as said failures led to, among other things, the non-payment of all overtime and minimum wages and deprived them of the information necessary to identify the discrepancies in Defendants' reported data and whether they have been paid all wages earned.

As an "aggrieved employee", Ms. Martinez will initiate a civil action on behalf of herself and other aggrieved employees to recover damages, statutory penalties, and civil penalties (including an amount equal to the unpaid wages) resulting from the wage and hour violations alleged herein. Based on Ms. Martinez's own investigation, and on information and belief, Defendants committed and continue to commit the following Labor Code violations:

a. Failing to pay Ms. Martinez and other aggrieved employees all earned overtime compensation in violation of Labor Code §§ 204, 510, 558, 1194, and 1198;

b. Failing to pay Ms. Martinez and other aggrieved employees the statutory minimum wage for all hours worked in violation of Labor Code §§ 1182.12, 1194, 1194.2, and 1197;

c. Defendants violated Labor Code §§ 2802 and 2804 by failing to reimburse Ms. Martinez and other aggrieved employees for all work-related expenses incurred;

d. Failing to furnish Ms. Martinez and other aggrieved employees with complete, accurate, itemized wage statements, in violation of Labor Code § 226;

e. Failing to pay Ms. Martinez and other aggrieved employees all earned wages at least twice during each calendar month, in violation of Labor Code § 204; and

f. Failing to maintain accurate records on behalf of Ms. Martinez and other aggrieved employees, in violation of Labor Code §§ 558 and 1174.

Pursuant to Labor Code § 2699.3, please notify us and Defendants if the LWDA intends to investigate these alleged violations of the Labor Code. Please contact me should you require additional information.

Very truly yours,
HAINES LAW GROUP, APC



Fletcher W. Schmidt, Esq.

cc: VF Outdoor, LLC, c/o CSC – Lawyers Incorporating Services, Agent for Service of Process, 2710 Gateway Oaks Dr., Ste. 150N, Sacramento, CA 95833 (via certified mail).

UNITED STATES POSTAL SERVICE

Mailer: Haines Law Group

Date Produced: 06/16/2025

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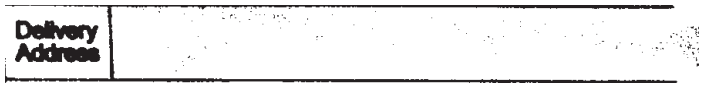

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VF OUTDOOR LLC
C/O: CSC LAWYERS INCORPORATING SERVICES
2710 GATEWAY OAKS DR
STE 150N
SACRAMENTO CA 95833-3502

Customer Reference Number: C5960105.36186348

Return Reference Number VC

Valerina Cifuentes

From: noreply@salesforce.com on behalf of LWDA DO NOT REPLY <lwdadonotreply@dir.ca.gov>
Sent: Monday, June 09, 2025 5:57 PM
To: Valerina Cifuentes
Subject: Thank you for submission of your PAGA Case.

6/9/2025

LWDA Case No. LWDA-CM-1104042-25
Law Firm : Haines Law Group, APC
Plaintiff Name : Daisy Martinez
Employer: VF Outdoor, LLC
Filing Fee : $75.00
IFP Claimed : No

Item submitted: Initial PAGA Notice

Thank you for your submission to the Labor and Workforce Development Agency. Please make a note of the LWDA Case No. above as you may need this number for future reference when filing any subsequent documents for this Case.

Please note that a PAGA Notice is not a complaint within the meaning of Division 5 (Labor Code §§6300 et seq.). To file a complaint about workplace safety and health hazards with Cal/OSHA, please visit: https://www.dir.ca.gov/dosh/complaint.htm

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm

HAINES LAW GROUP
EMPLOYMENT ATTORNEYS

February 4, 2026

VIA LWDA WEBSITE

Labor and Workforce Development Agency
Attn. PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612

Re: *Daisy Martinez vs. VF Outdoor, LLC, et al.*
LWDA Case No.: LWDA-CM-1104042-25

To Whom It May Concern:

This letter is meant to supplement the letter sent by my office on June 9, 2025, on behalf of Ms. Daisy Martinez (the "June PAGA Letter"), regarding the Labor Code violations committed by VF Outdoor, LLC, a Delaware Limited Liability Company, and DOES 1 through 100, inclusive, against Ms. Martinez and other aggrieved employees. A copy of the June PAGA Letter is attached hereto as **Exhibit A** and incorporated herein by reference.

On August 13, 2025, after exhausting her pre-filing requirements, Ms. Martinez amended her pending lawsuit, *Daisy Martinez v. VF Outdoor, LLC*, Orange County Superior Court, Case No. 30-2025-01488732-CU-OE-CXC, to allege a cause of action for civil penalties under the PAGA premised upon the allegations asserted in the June PAGA Letter. Ms. Martinez is an "aggrieved employee" within the meaning of Labor Code section 2699.3 as to all of the violations alleged herein. For purposes of this letter, "aggrieved employees" includes all of Defendants' employees who worked for Defendants in California between June 9, 2024 and the present.

In addition to the factual allegations and alleged Labor Code violations identified in the June PAGA Letter (which are set forth again here), Ms. Martinez supplements the previous letter with additional factual allegations, as discussed below.

Defendants design, manufacture, and sell apparel, including footwear. Defendants have employed Plaintiff as a non-exempt "Sales Associate" at their "Vans" retail stores in Irvine and Tustin, California since approximately 2016. Ms. Martinez's primary job duties include helping customers purchase products at the cash register, handling inventory and merchandise, and re-stocking product for the storefront.

Defendants have failed to compensate Ms. Martinez and other aggrieved employees for all hours actually worked, resulting in unpaid minimum and overtime wages. Specifically, Defendants fail in their affirmative obligation to maintain accurate records of

employees' hours worked and to compensate Ms. Martinez and other aggrieved employees for all hours actually worked. Ms. Martinez and other aggrieved employees are required to undergo a multi-step log-in procedure every time they clock in on Defendants' timekeeping system. As an initial step, Ms. Martinez and other aggrieved employees log on to Defendants' computer with an email and password combination. Next, Defendants' timekeeping system sends a code to Ms. Martinez's and other aggrieved employees' personal cellular phones. Finally, Ms. Martinez and other aggrieved employees use the code to complete their clock ins on Defendants' computer. However, Ms. Martinez and other aggrieved employees are not compensated for this time they spend subject to Defendants' control while undergoing this multi-step clock-in process.

In addition, Defendants have also failed to compensate Ms. Martinez and other aggrieved employees for time spent undergoing security bag checks after clocking out. Specifically, Defendants maintain a policy and practice to search Ms. Martinez's and other aggrieved employees' backpacks, purses, briefcases, and similar items any time Ms. Martinez or other aggrieved employees attempt to leave the work location, including for purported meal periods and at the end of the workday. However, all such bag checks are performed *after* Ms. Martinez and other aggrieved employees have clocked out while off the clock. Since Defendants conduct these bag searches after the aggrieved employees are off-the-clock, Ms. Martinez and other aggrieved employees are not compensated for this time spent under Defendants' control. Defendants' failure to compensate Ms. Martinez and other aggrieved employees for the time spent undergoing bag searches violates California law. *See Frlekin v. Apple, Inc.,* (2020) 8 Cal.5th 1038 (holding employer must compensate employees for time spent undergoing, and waiting for, bag searches). Moreover, Defendants' supervisors frequently communicate with Ms. Martinez and other aggrieved employees outside of their scheduled shifts for work-related purposes, including regarding store promotions. Since Ms. Martinez and other aggrieved employees are messaged off-the-clock with information necessary to perform their job duties, Defendants are required to compensate Ms. Martinez and other aggrieved employees for this time. As a result, Defendants require Ms. Martinez and other aggrieved employees to perform work while off-the-clock, and Defendants have failed to compensate Ms. Martinez and other aggrieved employees for all minimum and overtime wages owed.

Defendants require Ms. Martinez and other aggrieved employees to use their personal cellular phones for work-related purposes, including to engage in Defendants' multi-step timekeeping procedure, as mentioned above, and to communicate with Defendants' supervisors. Defendants, however, do not reimburse Ms. Martinez and other aggrieved employees for a reasonable portion of their monthly cellular phone bills. Despite requiring Ms. Martinez and other aggrieved employees to utilize their personal cellular phones for work purposes, Defendants have failed to reimburse these aggrieved employees for all necessary business expenses associated with using their personal cellular phones, in violation of Labor Code section 2802. *See Cochran v. Schwan's Home Service, Inc.* (2014) 228 Cal.App.4th 1137, 1144 ("If an employee is required to make work-related calls on a personal cell phone, then he or she is incurring an expense for purposes of section 2802").

Further, Defendants failed to provide Ms. Martinez and other aggrieved employees with all legally compliant first meal periods for shifts over 5.0 hours, and with all legally compliant second meal periods for shifts over 10.0 hours, due to Defendants' unlawful meal period policies/practices that failed to provide timely, duty-free 30-minute meal periods. Defendants instead regularly provided Ms. Martinez and other aggrieved employees with first and second meal periods that were late, short, interrupted, or not provided at all. On occasions when Ms. Martinez and other aggrieved employees were not provided with all lawful meal periods to which they were entitled, Defendants failed to pay Ms. Martinez and other aggrieved employees an additional hour of premium pay at their respective regular rates of pay for each workday in which a meal period violation occurred, as required by Labor Code section 226.7.

Additionally, Defendants failed to authorize and permit Ms. Martinez and other aggrieved employees to take all 10-minute, duty-free rest periods for every 4 hours worked (or major fraction thereof) to which they were entitled due to Defendants' unlawful rest period policies/practices. Specifically, Defendants regularly interrupted or failed to authorize and permit all duty-free, 10-minute rest periods for Ms. Martinez and other aggrieved employees. Defendants also failed to provide Ms. Martinez and other aggrieved employees with an additional hour of premium pay for each workday in which a rest period violation occurred, as required by Labor Code § 226.7.

As a result of Defendants' failure to pay all overtime wages, minimum wages, and meal and rest period premiums, Defendants also maintained inaccurate payroll records, issued inaccurate wage statements, and failed to timely pay all final wages owed to Ms. Martinez and other aggrieved employees.

As described above, and in addition to the violations outlined in Ms. Martinez's June PAGA Letter, Defendants committed the following <u>additional</u> violations of the Labor Code and Wage Order 7:

<u>Meal Period Violations</u>

As alleged above, Defendants failed to provide Ms. Martinez and other aggrieved employees with all required and compliant meal periods. *See* Labor Code §§ 226.7 and 512; Wage Order 7, § 11. As a result, Ms. Martinez and other aggrieved employees are owed an additional hour of wages at their regular rate of compensation for each workday they experienced a meal period violation. *See* Labor Code § 226.7 ("If an employer fails to provide an employee a meal or rest or recovery period in accordance with … [an] order of the Industrial Welfare Commission … the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal or rest or recovery period is not provided.").

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///

Rest Period Violations

As described above, Defendants also failed to authorize and permit Ms. Martinez and other aggrieved employees to take all required and compliant duty-free, 10-minute rest periods to which they were entitled. *See* Labor Code §§ 226.7, 516, and 558; Wage Order 7, § 12. As a result, Ms. Martinez and other aggrieved employees are owed an additional hour of wages at their regular rate of compensation for each workday that all rest periods were not authorized and permitted. See Labor Code § 226.7.

Waiting Time Penalties

Labor Code §§ 201 and 202 require that employees receive all of their final wages at the time of their separations of employment. Defendants failed to timely pay Ms. Martinez and other aggrieved employees all of their final wages at the time of separation, which included, among other things, unpaid overtime and minimum wages, and meal and rest period premium wages. Pursuant to Labor Code § 203, Defendants' failure to pay all final wages due to Ms. Martinez and other aggrieved employees was willful and, consequently, entitles Ms. Martinez and other aggrieved employees to waiting time penalties equal to one day of wages at their standard hourly rate for each day Defendants failed to pay their final wages after their separations, up to a maximum of thirty days.

As an "aggrieved employee", Ms. Martinez has initiated a civil action on behalf of herself and other aggrieved employees to recover damages, statutory penalties, and civil penalties resulting from the wage and hour violations alleged herein. Based on Ms. Martinez's own investigation, and on information and belief, Defendants committed and continue to commit the following Labor Code violations:

a. Failing to pay Ms. Martinez and other aggrieved employees all earned overtime compensation in violation of Labor Code §§ 204, 510, 558, 1194, and 1198;

b. Failing to pay Ms. Martinez and other aggrieved employees the statutory minimum wage for all hours worked in violation of Labor Code §§ 1182.12, 1194, 1194.2, and 1197;

c. Failing to reimburse Ms. Martinez and other aggrieved employees for all work-related expenses incurred in violation of Labor Code §§ 2802 and 2804;

d. Failing to furnish Ms. Martinez and other aggrieved employees with complete, accurate, itemized wage statements, in violation of Labor Code § 226;

e. Failing to pay Ms. Martinez and other aggrieved employees all earned wages at least twice during each calendar month, in violation of Labor Code § 204;

f. Failing to maintain accurate records on behalf of Ms. Martinez and other aggrieved employees, in violation of Labor Code §§ 558 and 1174;

g. Failing to provide meal periods to Ms. Martinez and other aggrieved employees as required by law, and failing to pay meal period premiums to Ms. Martinez and other aggrieved employees at the employees' respective regular rates of compensation for meal period violations, in violations of Labor Code §§ 226.7, 512, and 558;

h. Failing to authorize and permit Ms. Martinez and other aggrieved employees to take all lawful rest periods to which they are entitled, and failing to pay rest period premium wages to Ms. Martinez and other aggrieved employees at their respective regular rates of compensation for rest period violations, in violation of Labor Code §§ 226.7, 516, and 558; and

i. Failing to timely pay Ms. Martinez and other aggrieved employees all earned wages at the time of separation, in violation of Labor Code §§ 201-203.

Pursuant to Labor Code § 2699.3, please notify us and Defendants if the LWDA intends to investigate these alleged violations of the Labor Code. Please contact me should you require additional information.

Very truly yours,
HAINES LAW GROUP, APC



Fletcher W. Schmidt, Esq.

cc: VF Outdoor, LLC, c/o CSC – Lawyers Incorporating Services, Agent for Service of Process, 2710 Gateway Oaks Dr., Ste. 150N, Sacramento, CA 95833 (via certified mail); Defendants, c/o Tim Johnson, Ogletree Deakins, counsel for Defendants (via certified mail), 4660 La Jolla Village Drive, Suite 900, San Diego, CA 92122.

EXHIBIT A

HAINES LAW GROUP
EMPLOYMENT ATTORNEYS

June 9, 2025

VIA LWDA WEBSITE

Labor and Workforce Development Agency
Attn. PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612

Re: *Daisy Martinez vs. VF Outdoor, LLC, et al.*

To Whom It May Concern:

Please be advised that this law firm represents Ms. Daisy Martinez ("Ms. Martinez") in claims arising from her employment with VF Outdoor, LLC, a Delaware Limited Liability Company, and DOES 1 through 100, inclusive ("Defendants"). Ms. Martinez is an "aggrieved employee" within the meaning of Labor Code section 2699.3 as to all of the violations alleged herein. For purposes of this letter, "aggrieved employees" includes all of Defendants' employees who worked for Defendants in California during the one year immediately preceding the date of this letter through the present.

Defendants design, manufacture, and sell apparel, including footwear. Defendants have employed Plaintiff as a non-exempt "Sales Associate" at their "Vans" retail stores in Irvine and Tustin, California since approximately 2016. Ms. Martinez's primary job duties include helping customers purchase products at the cash register, handling inventory and merchandise, and re-stocking product for the storefront.

Defendants have failed to compensate Ms. Martinez and other aggrieved employees for all hours actually worked, resulting in unpaid minimum and overtime wages. Specifically, Defendants fail in their affirmative obligation to maintain accurate records of employees' hours worked and to compensate Ms. Martinez and other aggrieved employees for all hours actually worked. Ms. Martinez and other aggrieved employees are required to undergo a multi-step log-in procedure every time they clock in on Defendants' timekeeping system. As an initial step, Ms. Martinez and other aggrieved employees log on to Defendants' computer with an email and password combination. Next, Defendants' timekeeping system sends a code to Ms. Martinez's and other aggrieved employees' personal cellular phones. Finally, Ms. Martinez and other aggrieved employees use the code to complete their clock ins on Defendants' computer. However, Ms. Martinez and other aggrieved employees are not compensated for this time they spend subject to Defendants' control while undergoing this multi-step clock-in process.

In addition, Defendants have also failed to compensate Ms. Martinez and other aggrieved employees for time spent undergoing security bag checks after clocking out.

Specifically, Defendants maintain a policy and practice to search Ms. Martinez's and other aggrieved employees' backpacks, purses, briefcases, and similar items any time Ms. Martinez or other aggrieved employees attempt to leave the work location, including for purported meal periods and at the end of the workday. However, all such bag checks are performed *after* Ms. Martinez and other aggrieved employees have clocked out while off the clock. Since Defendants conduct these bag searches after the aggrieved employees are off-the-clock, Ms. Martinez and other aggrieved employees are not compensated for this time spent under Defendants' control. Defendants' failure to compensate Ms. Martinez and other aggrieved employees for the time spent undergoing bag searches violates California law. *See Frlekin v. Apple, Inc.*, (2020) 8 Cal.5th 1038 (holding employer must compensate employees for time spent undergoing, and waiting for, bag searches). Moreover, Defendants' supervisors frequently communicate with Ms. Martinez and other aggrieved employees outside of their scheduled shifts for work-related purposes, including regarding store promotions. Since Ms. Martinez and other aggrieved employees are messaged off-the-clock with information necessary to perform their job duties, Defendants are required to compensate Ms. Martinez and other aggrieved employees for this time. As a result, Defendants require Ms. Martinez and other aggrieved employees to perform work while off-the-clock, and Defendants have failed to compensate Ms. Martinez and other aggrieved employees for all minimum and overtime wages owed.

Defendants require Ms. Martinez and other aggrieved employees to use their personal cellular phones for work-related purposes, including to engage in Defendants' multi-step timekeeping procedure, as mentioned above, and to communicate with Defendants' supervisors. Defendants, however, do not reimburse Ms. Martinez and other aggrieved employees for a reasonable portion of their monthly cellular phone bills. Despite requiring Ms. Martinez and other aggrieved employees to utilize their personal cellular phones for work purposes, Defendants have failed to reimburse these aggrieved employees for all necessary business expenses associated with using their personal cellular phones, in violation of Labor Code section 2802. *See Cochran v. Schwan's Home Service, Inc.* (2014) 228 Cal.App.4th 1137, 1144 ("If an employee is required to make work-related calls on a personal cell phone, then he or she is incurring an expense for purposes of section 2802").

As a result of Defendants' failure to pay all overtime wages and minimum wages, Defendants also maintained inaccurate payroll records and issued inaccurate wage statements to Ms. Martinez and other aggrieved employees.

As described above, Defendants committed the following violations of the Labor Code and Industrial Welfare Commission Wage Order No. 7 ("Wage Order 7"):

Overtime Wage Violations

Defendants were required to properly pay Ms. Martinez and other aggrieved employees for all overtime hours worked pursuant to California Labor Code § 1194 and Wage Order 7. Wage Order 7, § 3 requires an employer to pay an employee "one and one-half (1½) times the employee's regular rate of pay for all hours worked in excess of eight

(8) hours" per workday and/or in excess of 40 hours of work in the workweek. Wage Order 7, § 3 also requires an employer to pay an employee double the employee's regular rate of pay for work in excess of twelve hours each workday and/or for work in excess of eight hours on the seventh consecutive day of work in the workweek. Defendants caused Ms. Martinez and other aggrieved employees to work overtime hours but did not compensate Ms. Martinez or other aggrieved employees at one and one-half times their regular rate of pay for all such hours.

Minimum Wage Violations

Wage Order 7, § 4 and California Labor Code §§ 1197 and 1182.12 establish the right of employees to be paid minimum wages for all hours worked, in amounts set by state law. Labor Code §§ 1194(a) and 1194.2(a) provide that an employee who has not been paid the legal minimum wage as required by Labor Code § 1197 may recover the unpaid balance together with attorneys' fees and costs of suit, as well as liquidated damages in an amount equal to the unpaid wages and interest accrued thereon. Defendants failed to conform their pay practices to the requirements of the law by failing to pay Ms. Martinez and other aggrieved employees for all hours worked including, but not limited to, all hours they were subject to the control of Defendants and/or suffered or permitted to work under the California Labor Code and Wage Order 7.

Failure to Reimburse Necessary Business Expenses

Defendants failed to indemnify Ms. Martinez and the members of the Reimbursement Class for all necessary business expenses incurred, including, among other things, personal cellular phone usage. As a proximate result of Defendants' policies and/or practices in violation of Labor Code §§ 2802 and 2804, Ms. Martinez and members of the Reimbursement Class are entitled to damages, attorneys' fees and costs of suit, and interest thereon, in sums to be shown according to proof at trial, pursuant to Labor Code §2802.

Wage Statement Violations

Defendants knowingly and intentionally, as a matter of uniform policy and practice, failed to furnish Ms. Martinez and other aggrieved employees with complete and accurate wage statements with respect to gross wages earned, total hours worked, net wages earned, all applicable hourly rates in effect during the pay period, the corresponding number of hours worked at each hourly rate by the employee, and the correct name of the employer, in violation of Labor Code § 226 *et seq*. Defendants' failures in furnishing Ms. Martinez and other aggrieved employees with complete and accurate itemized wage statements resulted in actual injury, as said failures led to, among other things, the non-payment of all overtime and minimum wages and deprived them of the information necessary to identify the discrepancies in Defendants' reported data and whether they have been paid all wages earned.

As an "aggrieved employee", Ms. Martinez will initiate a civil action on behalf of herself and other aggrieved employees to recover damages, statutory penalties, and civil penalties (including an amount equal to the unpaid wages) resulting from the wage and hour violations alleged herein. Based on Ms. Martinez's own investigation, and on information and belief, Defendants committed and continue to commit the following Labor Code violations:

a. Failing to pay Ms. Martinez and other aggrieved employees all earned overtime compensation in violation of Labor Code §§ 204, 510, 558, 1194, and 1198;

b. Failing to pay Ms. Martinez and other aggrieved employees the statutory minimum wage for all hours worked in violation of Labor Code §§ 1182.12, 1194, 1194.2, and 1197;

c. Defendants violated Labor Code §§ 2802 and 2804 by failing to reimburse Ms. Martinez and other aggrieved employees for all work-related expenses incurred;

d. Failing to furnish Ms. Martinez and other aggrieved employees with complete, accurate, itemized wage statements, in violation of Labor Code § 226;

e. Failing to pay Ms. Martinez and other aggrieved employees all earned wages at least twice during each calendar month, in violation of Labor Code § 204; and

f. Failing to maintain accurate records on behalf of Ms. Martinez and other aggrieved employees, in violation of Labor Code §§ 558 and 1174.

Pursuant to Labor Code § 2699.3, please notify us and Defendants if the LWDA intends to investigate these alleged violations of the Labor Code. Please contact me should you require additional information.

Very truly yours,
HAINES LAW GROUP, APC



Fletcher W. Schmidt, Esq.

cc: VF Outdoor, LLC, c/o CSC – Lawyers Incorporating Services, Agent for Service of Process, 2710 Gateway Oaks Dr., Ste. 150N, Sacramento, CA 95833 (via certified mail).

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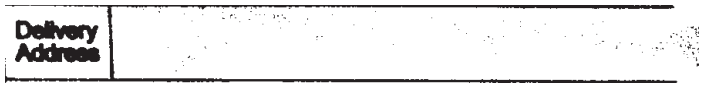

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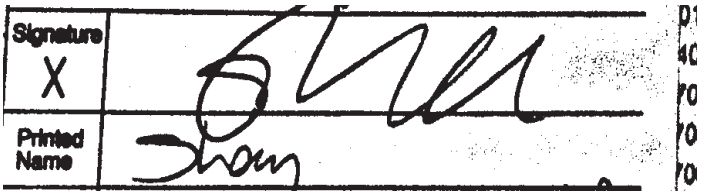

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United States Postal Service

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This USPS proof of delivery is linked to the customers mail piece information on file as shown below:

VF OUTDOOR LLC
C/O: CSC LAWYERS INCORPORATING SERVICES AGENT
2710 GATEWAY OAKS DR
STE 150N
SACRAMENTO CA 95833-3502

Customer Reference Number: C6551389.40087374

Return Reference Number VC

Valerina Cifuentes

From: DIR PAGA Unit <no-reply@formassembly.com>
Sent: Wednesday, February 04, 2026 4:35 PM
To: Valerina Cifuentes
Subject: Thank you for your Amended PAGA Claim Notice Submission.

02/04/2026 04:34:44 PM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Amended PAGA Claim

Please note that a PAGA Notice is not a complaint within the meaning of Division 5 (Labor Code §§6300 et seq.). To file a complaint about workplace safety and health hazards with Cal/OSHA, please visit:
https://www.dir.ca.gov/dosh/complaint.htm

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm

EXHIBIT 2

HAINES LAW GROUP
EMPLOYMENT ATTORNEYS

Daisy Martinez v. VF Outdoor, LLC

			Qty/Price	Amount
3/31/2025	ML	Postage for March, 2025.	1 16.32	16.32
	ML	Copying cost for March, 2025.	6 0.25	1.50
6/9/2025	IO	LWDA Filing Fee: Order #: [redacted]4	1 75.00	75.00
	ML	First Legal's Filing fee for Class Action Complaint;Summons ;Civil Case Cover Sheet **Court: Superior Court of California, Los Angeles County** Order #: [redacted]	1 1,507.60	1,507.60
6/10/2025	IO	One Legal's Notice of Posting Jury Fees Order #: [redacted]	1 175.73	175.73
6/30/2025	ML	Postage for June, 2025.	1 8.16	8.16
	ML	Copying cost for June, 2025.	4 0.25	1.00
7/7/2025	ML	First Legal's service fee for Service of Summons and Complaint Advance Fees Order #: [redacted]	1 168.73	168.73
7/15/2025	IO	Kevin T. Barnes Mediation fee for February 4, 2026 mediation Invoice ID: [redacted]	1 8,750.00	8,750.00
7/21/2025	IO	One Legal's Filing fee for: Proof of Service of 10-day Summons & Complaint - Personal Order #: [redacted]	1 19.82	19.82

			Qty/Price	Amount
7/29/2025	IO	LA Superior Court Document Purchase: Case Management Statement. Receipt Number: [redacted]	1 5.40	5.40
	IO	LA Superior Court Document Purchase: Minute Order. Receipt Number: [redacted]	1 2.00	2.00
	IO	LA Superior Court Document Purchase: Status Conference Report. Receipt Number: [redacted]	1 5.00	5.00
7/31/2025	ML	Copying cost for July, 2025.	5 0.25	1.25
8/15/2025	IO	One Legal's Filing fee: Amended Complaint Order #: [redacted]	1 19.82	19.82
8/18/2025	IO	One Legal's Filing fee: Request for: Dismissal,Declaration in Support of Plaintiff's Request for Dismissal Order #: [redacted]	1 19.82	19.82
8/31/2025	ML	Postage for August, 2025.	1 1.32	1.32
	ML	FedEx for August, 2025 Invoice #: [redacted]	1 16.40	16.40
9/2/2025	ML	Copying cost for August, 2025.	10 0.25	2.50
9/30/2025	ML	Postage for September, 2025.	1 3.09	3.09
	ML	Copying cost for September, 2025.	26 0.25	6.50
	IO	One Legal's Filing fee for: Request to Continue Court Hearing Order #: [redacted]	1 19.82	19.82
10/1/2025	IO	One Legal's Filing fee for: Request to Continue Court Hearing Order #: [redacted]	1 19.82	19.82
10/8/2025	IO	One Legal's Filing fee for: Stipulation and Order,Proposed Order Order #: [redacted]	1 41.51	41.51
10/13/2025	IO	One Legal's Filing fee for: Notice and Acknowledgment of Receipt Order #: [redacted]	1 19.82	19.82
1/31/2026	ML	Westlaw cost for January, 2026.	1 24.13	24.13

			Qty/Price	Amount
2/23/2026	ML	Orange County Document Purchase Fee. Confirmation Code #: [redacted]	1 7.50	7.50
2/24/2026	ML	BRG Expert fee for services rendered through January 31, 2026. Invoice #: [redacted]	1 13,427.00	13,427.00
2/28/2026	ML	Postage for February, 2026.	1 18.88	18.88
	ML	Copying cost for February, 2026.	24 0.25	6.00
3/6/2026	ML	One Legal's Filing fee for: Stipulation and Order,Proposed Order Order #: [redacted]	1 42.64	42.64
3/31/2026	ML	Postage for March, 2026.	1 1.03	1.03
	ML	Copying cost for March, 2026.	6 0.25	1.50
4/23/2026	AP	One Legal's Filing fee for:Complaint (Unlimited),Civil Case Cover Sheet,Summons (Civil) **Court: Superior Court of California, San Diego County** Order #: [redacted]	1 1,510.99	1,510.99
4/30/2026	ML	Copying cost for April, 2026.	1 0.25	0.25
5/4/2026	IO	One Legal's Filing fee for: Request for Dismissal Order #: [redacted]	1 20.91	20.91
5/27/2026	AF	One Legal's Filing fee for: Notice and Acknowledgment of Receipt Order Number [redacted]	1 24.73	24.73
5/31/2026	ML	Copying cost for May, 2026.	19 0.25	4.75
6/3/2026	ML	Postage for May, 2026.	1 2.35	2.35
6/18/2026	AF	One Legal's Filing fee for: Request for Dismissal, Declaration in Support Order #: [redacted]	1 20.91	20.91
8/31/2026	IO	Copying cost for August, 2026.	3 0.25	0.75
9/24/2026	IO	One Legal's Filing fee for: Proposed Order,Declaration,Declaration,Declaration,Proof of Service,Stipulation - Fee Due Order #[redacted]	1 18.58	18.58
		Total Costs:	**$26,040.83**	

EXHIBIT 3

BRG

INVOICE

Paul Haines
Haines Law Group
2155 Campus Drive, Suite 180
El Segundo, CA 90245

February 24, 2026
Client-Project: [redacted]
Invoice #:
Tax ID: [redacted]

Via Email: phaines@haineslawgroup.com

RE: Martinez v. VF Outdoor, LLC

Services Rendered Through January 31, 2026

Professional Services	$	13,427.00	USD
CURRENT CHARGES	**$**	**13,427.00**	**USD**

PAYMENT IS DUE BY March 26, 2026

Please direct questions regarding this invoice to: Jon M. DuMond at [redacted]

Please remit wire/ACH payment to:

Bank Name: [redacted]
SWIFT: [redacted]
ABA #: [redacted]
Account Name: [redacted]
Account #: [redacted]
Reference: [redacted]

Please remit check payment to:

[redacted]

Please remit express/overnight payment to:

[redacted]

Please send remittance advice details to:

[redacted]

cc:

[redacted]

Via Email: [redacted]

BRG

INVOICE

To: Paul Haines
c/o: Haines Law Group
RE: Martinez v. VF Outdoor, LLC

Invoice # [redacted]
Client-Project: [redacted]

Services Rendered Through January 31, 2026

PROFESSIONAL SERVICES

	Rate	Hours	Amount
Managing Director			
Jon M. DuMond	675.00	2.20	1,485.00
Senior Managing Consultant			
Robert Schmalfuss	475.00	3.50	1,662.50
Brooke Truitt	475.00	1.60	760.00
Consultant			
Edyney Lopez	395.00	24.10	9,519.50
Total Professional Services		**31.40**	**13,427.00**

BRG

INVOICE

To: Paul Haines
c/o: Haines Law Group
RE: Martinez v. VF Outdoor, LLC

Invoice # [redacted]
Client-Project: [redacted]

Services Rendered Through January 31, 2026

DETAIL OF PROFESSIONAL SERVICES

Date	Name	Description	Hours
01/20/26	Jon M. DuMond	Review data; case discussions.	1.20
01/20/26	Edyney Lopez	Analyze data.	8.60
01/21/26	Edyney Lopez	Analyze data.	7.00
01/22/26	Edyney Lopez	Analyze data.	6.50
01/23/26	Jon M. DuMond	Review analyses; case discussions.	1.00
01/23/26	Edyney Lopez	Analyze data.	2.00
01/23/26	Robert Schmalfuss	Reviewing analysis.	3.50
01/23/26	Brooke Truitt	Reviewed analyses.	1.60
Professional Services			**31.40**

EXHIBIT 4

Electronically Received 03/19/2025 07:23 PM

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Tel: (424) 292-2350
Fax: (424) 292-2355
Attorneys for Plaintiff Tamiko Brooks

JUSTICE LAW CORPORATION
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Shunt Tatavos-Gharajeh (SBN 272164)
statavos@justicelawcorp.com
751 N. Fair Oaks Ave., Suite 101
Pasadena, California 91103
Telephone: (818) 230-7502
Facsimile: (818) 230-7259
Attorneys for Plaintiff Alyssa Webb,

FILED
Superior Court of California
County of Los Angeles

JUL 08 2025

David W. Slayton, Executive Officer/Clerk of Court
By: J. Cruz, Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

TAMIKO BROOKS and ALYSSA WEBB, as individuals and on behalf of all others similarly situated,

Plaintiffs,

v.

HOME CARE ASSISTANCE OF CALIFORNIA, LLC, a Delaware Limited Liability Company; HOME CARE ASSISTANCE, INC., a California Corporation; HOME CARE ASSISTANCE, LLC, a Delaware Limited Liability Company, and DOES 1 through 100,

Defendants.

Case No. 21STCV06850

[*Case assigned for all purposes to the Hon. Doreen B. Boxer, Dept. 19*]

~~[PROPOSED]~~ JUDGMENT AND ORDER GRANTING PLAINTIFFS' MOTION FOR SETTLEMENT APPROVAL OF CLAIMS BROUGHT UNDER THE PRIVATE ATTORNEYS GENERAL ACT, REASONABLE ATTORNEYS' FEES AND COSTS, AND REPRESENTATIVE ENHANCEMENT PAYMENT

RESERVATION ID 600106760667

Date: July 8, 2025
Time: 8:30 a.m.
Dept.: 19

Action Filed: February 22, 2021
Trial Date: None Set

08/05/2025

[PROPOSED] JUDGMENT AND ORDER

The Motion of Plaintiffs Tamiko Brooks and Alyssa Webb (collectively, "Plaintiffs") for Settlement Approval of Claims Brought Under the Private Attorneys General Act, Reasonable Attorneys' Fees and Costs, and Representative Enhancement Payment, came on regularly for hearing before this Court on July 8, 2025, at 8:30 a.m. Having considered the PAGA Settlement Agreement, attached as Exhibit 1 to the Declaration of Andrew J. Rowbotham in Support of Plaintiffs' Motion, entered into between Plaintiffs and Defendant TheKey of California, LLC f/k/a Home Care Assistance of California, LLC ("Defendant"), and the documents and evidence presented in support thereof, and recognizing the disputed issues involved in this case, the risks of further prosecution, the benefits to be received by the State of California and the PAGA Aggrieved Employees pursuant to the PAGA Settlement Agreement, the Court hereby makes a final ruling pursuant to Labor Code § 2699(*l*) that the proposed Settlement Agreement is fair, reasonable, and adequate, and is the product of good faith, arms'-length negotiations between the parties. Good cause appearing therefore, the Court hereby GRANTS Plaintiffs' Motion for Settlement Approval of Claims Brought under the Private Attorneys General Act, Reasonable Attorneys' Fees and Costs, and Representative Enhancement Payments, and HEREBY ORDERS as follows:

1. The "PAGA Aggrieved Employees" will be defined as: "all Defendant's current and former non-exempt caregiver employees in California who worked at any time during the PAGA Period."

2. The "PAGA Period" is defined as August 21, 2019 to June 21, 2024.

3. The Court hereby approves the Settlement as set forth in the PAGA Settlement Agreement as fair, reasonable, and adequate, and directs the parties to effectuate the PAGA Settlement Agreement according to its terms.

4. The Court orders that Defendant will pay the Gross Settlement Amount of $3,700,000.00 to the Settlement Administrator within sixty-five (65) calendar days of the date of this Order.

08/05/2025

5. The Court hereby approves, as to form and content, the Notice of PAGA Settlement and Release of Claims ("PAGA Notice"), which will be mailed via First-Class U.S. Mail to the PAGA Aggrieved Employees along with the Individual PAGA Payments.

6. The Court hereby appoints ILYM Group, Inc. as the Settlement Administrator.

7. Within ten (10) business days of the date of this Order, Defendant will provide the Settlement Administrator with the full names, mailing addresses, telephone numbers, social security numbers, and pay period information during the PAGA Period for all PAGA Aggrieved Employees.

8. The Settlement Administrator is directed to mail the Individual PAGA Payments, as defined in the PAGA Settlement Agreement, and the PAGA Notice to the PAGA Aggrieved Employees within the time limits specified in the Settlement Agreement.

9. The Court finds that attorneys' fees in the total amount of $1,233,333.33 and reimbursement of litigation costs of $30,511.01 to Haines Law Group, APC, and $22,004.29 to Justice Law Corporation, are fair, reasonable, and adequate, and orders that the Settlement Administrator distribute these payments to Plaintiffs' Counsel as provided for in the Settlement Agreement.

10. The Court orders that the Settlement Administrator will be paid $29,950 for all of its work done and to be done until the completion of this matter, and finds that sum appropriate.

11. The Court finds that the Plaintiffs' Representative Service Payments in the amount of $5,000.00 to each Plaintiff ($10,000.00 total) is appropriate for the risks they undertook and their service to the PAGA Aggrieved Employees and the State of California. The Court finds that this award is fair, reasonable, and adequate, and orders that the Settlement Administrator make this payment in conformity with the terms of the Settlement.

12. The Court finds that the payment to the State of California Labor and Workforce Development Agency ("LWDA") in the amount of $1,780,651.03 (representing 75% of the PAGA civil penalties under Labor Code § 2699(i)) as provided for by the Settlement, is fair, adequate, and reasonable, and orders that payment be made to the LWDA in accordance with the terms of the PAGA Settlement Agreement.

08/05/2025

13. The court approves the limited scope of the releases contained in the Settlement Agreement.

a. Upon the Effective Date, as defined in the Settlement Agreement, Plaintiffs and their respective former and present spouses, representatives, agents, attorneys (including PAGA Counsel), heirs, administrators, successors and assigns generally, release and discharge Released Parties[1] from all claims, transactions or occurrences that occurred during the PAGA Period, including, but not limited to: all claims that were, or reasonably could have been, alleged, based on the facts contained in the Operative Complaint and the PAGA Notice ("Plaintiffs' Release"). Plaintiffs' Release does not extend to any claims or actions to enforce this Settlement Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time or based on occurrences outside the PAGA Period. Plaintiffs acknowledge that Plaintiffs may discover facts or law different from, or in addition to, the facts or law that Plaintiffs now know or believe to be true but agree, nonetheless, that Plaintiffs' Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiffs' discovery of them.

b. Upon the Effective Date, as defined in the Settlement Agreement, All PAGA 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 PAGA claims that are based on the Labor Code violations pled in the Operative Complaint or Plaintiffs' PAGA Notices, or which could have been pled in the Operative Complaint in the Action based on the factual allegations therein, that arose during the PAGA Period. PAGA Aggrieved Employees other than Plaintiffs will not be releasing any underlying

[1] "Released Parties" is defined in the Settlement Agreement as: "Defendant, its past and present officers, directors, shareholders, managers, exempt employees, agents, principals, spouses, heirs, representatives, accountants, auditors, consultants, and Defendant's respective successors and predecessors in interest, subsidiaries, affiliates, parents and attorneys. For clarity, "Released Parties" includes, but is not limited to, TheKey of California, LLC (f/k/a Home Care Assistance of California, LLC), Home Care Assistance, Inc., TheKey Holdings, LLC (f/k/a Home Care Assistance Holdings, LLC) and TheKey, LLC (f/k/a Home Care Assistance, LLC).

08/05/2025

wage and hour claims through this Settlement, only PAGA claims. PAGA Aggrieved Employees will not be provided with the opportunity to opt out of this PAGA Release.

c. Upon the Effective Date, as defined in the Settlement Agreement, PAGA Counsel release on behalf of their present and former attorneys, employees, agents, successors and assigns the Released Parties from all claims for PAGA Fees incurred in connection with the Operative Complaint and the PAGA Period facts stated in the Operative Complaint and the PAGA Notice.

14. Without affecting the finality of this Final Judgment and Order in any way, the Court retains jurisdiction under California Code of Civil Procedure § 664.6 to enforce the terms of the Settlement Agreement.

IT IS SO ORDERED.

Dated: 7/8/2025

Doreen B. Boxer
Judge of the Superior Court

08/05/2025

Electronically Received: 11/15/2024 6:46 PM

FILED
KERN COUNTY SUPERIOR COURT
12/13/2024

BY Fogerson, Vickie
DEPUTY

HAINES LAW GROUP, APC
Paul K. Haines (SBN 248226)
phaines@haineslawgroup.com
Fletcher W. Schmidt (SBN 286462)
fschmidt@haineslawgroup.com
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Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF KERN

ALEJANDRO ORTEGA, as an individual and on behalf of all others similarly situated,

Plaintiff,

vs.

KEY ENERGY SERVICES, LLC, a Texas limited liability company; and DOES 1 through 100,

Defendants.

Case No.: BCV-23-102240-BCB

[*Assigned for all purposes to the Hon. Bernard C. Barmann, Jr., Bakersfield Division H*]

~~[PROPOSED]~~ JUDGMENT AND ORDER GRANTING PLAINTIFF'S MOTION FOR SETTLEMENT APPROVAL OF CLAIMS BROUGHT UNDER THE PRIVATE ATTORNEYS GENERAL ACT, REASONABLE ATTORNEYS' FEES AND COSTS, AND REPRESENTATIVE ENHANCEMENT PAYMENT

Date: December 13, 2024
Time: 8:30 a.m.
Dept: Bakersfield Division H

Action Filed: July 12, 2023
Trial Date: None Set

~~[PROPOSED]~~ JUDGMENT AND ORDER

The Motion of Plaintiff Alejandro Ortega ("Plaintiff") for Settlement Approval of Claims Brought Under the Private Attorneys General Act, Reasonable Attorneys' Fees and Costs, and Representative Enhancement Payment, came on regularly for hearing before this Court on December 13, 2024, at 8:30 a.m. Having considered the PAGA Settlement Agreement, attached as Exhibit 1 to the Declaration of Matthew K. Moen in Support of Plaintiff's Motion, entered into between Plaintiff and Defendant Key Energy Services, LLC ("Defendant"), and the documents and evidence presented in support thereof, and recognizing the disputed issues involved in this case, the risks of further prosecution, the benefits to be received by the State of California and the PAGA Aggrieved Employees pursuant to the PAGA Settlement Agreement, the Court hereby makes a final ruling pursuant to Labor Code § 2699(*l*) that the proposed Settlement Agreement is fair, reasonable, and adequate, and is the product of good faith, arms'-length negotiations between the parties. Good cause appearing therefore, the Court hereby GRANTS Plaintiff's Motion for Settlement Approval of Claims Brought under the Private Attorneys General Act, Reasonable Attorneys' Fees and Costs, and Representative Enhancement Payment, and HEREBY ORDERS as follows:

1. The "PAGA Aggrieved Employees" will be defined as: "all of Defendant's current and former non-exempt employees in California who held the job title(s) of Rig Services, Coiled Tubing, and/or Fishing and Rental, and who worked at any time during the PAGA Period."

2. The "PAGA Period" is defined as July 12, 2022 to March 25, 2024.

3. The Court hereby approves the Settlement as set forth in the PAGA Settlement Agreement as fair, reasonable, and adequate, and directs the parties to effectuate the PAGA Settlement Agreement according to its terms.

4. The Court orders that Defendant will pay the Maximum Settlement Amount of $265,000.00 to the Settlement Administrator within 30 calendar days after the "Effective Date," as that term is defined in the PAGA Settlement Agreement.

///

///

5. The Court hereby approves, as to form and content, the Notice of PAGA Settlement and Release of Claims ("PAGA Notice"), which will be mailed via First-Class U.S. Mail to the PAGA Aggrieved Employees along with the Individual Settlement Payments.

6. The Court hereby appoints Phoenix Class Action Administration Solutions as the Settlement Administrator.

7. Within ten (10) business days after this Court signs this Judgment and Order, Defendant will provide the Settlement Administrator with the full names, last known mailing addresses, last known telephone numbers, social security numbers, and pay period information during the PAGA Period for all PAGA Aggrieved Employees.

8. The Settlement Administrator is directed to mail the Individual Settlement Payments, as defined in the PAGA Settlement Agreement, and the PAGA Notice to the PAGA Aggrieved Employees within the time limits specified in the Settlement Agreement.

9. The Court finds that attorneys' fees in the total amount of $88,333.33 and reimbursement of litigation costs of $21,769.23 to Haines Law Group, APC, is fair, reasonable, and adequate, and orders that the Settlement Administrator distribute these payments to Plaintiff's Counsel as provided for in the Settlement Agreement.

10. The Court orders that the Settlement Administrator will be paid $4,500 for all of its work done and to be done until the completion of this matter, and finds that sum appropriate.

11. The Court finds that the Plaintiff's Representative Enhancement Payment in the amount of $5,000.00 to Plaintiff is appropriate for the risks he undertook and his service to the PAGA Aggrieved Employees and the State of California. The Court finds that this award is fair, reasonable, and adequate, and orders that the Settlement Administrator make this payment in conformity with the terms of the Settlement.

12. The Court finds that the payment to the State of California Labor and Workforce Development Agency ("LWDA") in the amount of $109,048.08 (representing 75% of the PAGA civil penalties under Labor Code § 2699(i)) as provided for by the Settlement, is fair, adequate, and reasonable, and orders that payment be made to the LWDA in accordance with the terms of the PAGA Settlement Agreement.

13. The court approves the limited scope of the release contained in the Settlement Agreement. Upon the Effective Date, as defined in the Settlement Agreement, Plaintiff, the State of California, the LWDA, and the PAGA Aggrieved Employees will fully and finally release Defendant, its past and present parent companies, subsidiaries, divisions, related or affiliated companies, shareholders, members, managers, managing agents, officers, directors, employees, agents, attorneys, insurers, successors and assigns from any and all liability for all PAGA claims that are based on the Labor Code violations pled in the operative complaint in the Action and Plaintiff's July 12, 2023 PAGA Notice letter to the LWDA, or which could have been pled in the operative complaint in the Action based on the factual allegations therein, that arose during the PAGA Period. PAGA Aggrieved Employees other than Plaintiff will not be releasing any underlying wage and hour claims through this settlement, only PAGA claims. PAGA Aggrieved Employees will not be provided with the opportunity to opt out of this PAGA settlement and release.

14. Without affecting the finality of this Final Judgment and Order in any way, the Court retains jurisdiction under California Code of Civil Procedure § 664.6 to enforce the terms of the Settlement Agreement.

IT IS SO ORDERED.

Dated: December 13, 2024

Honorable Bernard C. Barmann, Jr.
Judge of the Superior Court

Signed: 12/13/2024 09:00 AM

7/21
F8201
#1

A
8.6

HAINES LAW GROUP, APC
Paul K. Haines (SBN 248226)
phaines@haineslawgroup.com
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El Segundo, California 90245
Tel: (424) 292-2350
Fax: (424) 292-2355

Attorneys for Plaintiff

FILED
TULARE COUNTY SUPERIOR COURT
VISALIA DIVISION
AUG 07 2020
STEPHANIE CAMERON, CLERK
BY:

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF TULARE

IRMA FERREYRA, as an individual and on behalf of all others similarly situated,

Plaintiff,

vs.

ALVAREZ HARVESTING, INC., a California Corporation; SUNWEST FRUIT CO., INC., a California Corporation; and DOES 1 through 100,

Defendants.

Case No. VCU276487

[*Assigned for all purposes to the Hon. Bret D. Hillman, Dept. 7*]

[~~PROPOSED~~] JUDGMENT AND ORDER GRANTING PLAINTIFF'S RENEWED MOTION FOR SETTLEMENT APPROVAL OF CLAIMS BROUGHT UNDER THE PRIVATE ATTORNEYS GENERAL ACT, REASONABLE ATTORNEYS' FEES AND COSTS, AND ENHANCEMENT AWARD

Date: July 21, 2020
Time: 8:30 a.m.
Dept: 7

Action Filed: December 3, 2018
Trial Date: None Set

FAXED

[PROPOSED] JUDGMENT AND ORDER

The Renewed Motion of Plaintiff Irma Ferreyra ("Plaintiff") for Settlement Approval of Claims Brought Under the Private Attorneys General Act, Reasonable Attorneys' Fees and Costs, and Enhancement Award came on regularly for hearing before this Court on July 21, 2020 at 8:30 a.m. Having considered the Settlement Agreement entered into between Plaintiff and Defendants Alvarez Harvesting, Inc. and Sunwest Fruit Co., Inc. (collectively, "Defendants") and the documents and evidence presented in support thereof, and recognizing the disputed issues involved in this case, the risks of further prosecution, the benefits to be received by the State of California and the Aggrieved Employees pursuant to the Settlement Agreement, the Court hereby makes a final ruling pursuant to Labor Code § 2699(l) that the proposed Settlement Agreement is fair, reasonable, and adequate, and is the product of good faith, arms'-length negotiations between the parties. Good cause appearing therefore, the Court hereby GRANTS Plaintiff's Renewed Motion for Settlement Approval of Claims Brought under the Private Attorneys General Act, Reasonable Attorneys' Fees and Costs, and Enhancement Award, and HEREBY ORDERS THE FOLLOWING:

1. The "Aggrieved Employees" shall be defined as:

> All current and former non-exempt employees who received at least one wage statement from Defendant Alvarez Harvesting, Inc. in California from September 27, 2017 through January 30, 2019.

2. The "PAGA Period" means the time period from September 27, 2017 through January 30, 2019.

3. The Court hereby approves the Settlement as set forth in the Settlement Agreement as fair, reasonable, and adequate, and directs the parties to effectuate the Settlement Agreement according to its terms.

4. The Court orders that Defendants shall pay the Maximum Settlement Amount of $240,000.00 to the Settlement Administrator within thirty (30) calendar days of the date this Order is entered, as provided for in the Settlement Agreement.

///

5. The Court hereby approves, as to form and content, the Notice of PAGA Settlement and Release of Claims, attached as Exhibit A to the parties' Settlement Agreement, which shall be mailed via First-Class U.S. Mail to the Aggrieved Employees in English and Spanish along with the Individual Settlement Payments.

6. The Court hereby appoints Phoenix Settlement Administrators as the Settlement Administrator.

7. Within ten (10) business days of the date this Order is entered, Defendants will provide the Settlement Administrator with a list containing the Aggrieved Employees' full name, last known mailing address, last known telephone number, start date(s) of employment, end date(s) of employment, total pay periods worked during the PAGA Period, and Social Security numbers. The list will also contain the sum total of all pay periods worked by all Aggrieved Employees during the PAGA Period.

8. The Settlement Administrator is directed to mail the Individual Settlement Payments, as defined in the Settlement Agreement, and the Notice of PAGA Settlement and Release of Claims to the Aggrieved Employees within two (2) business days after receiving approval by counsel for the parties of the anonymized spreadsheet containing the Individual Settlement Payment amounts for each Aggrieved Employee and the data used to calculate said payments.

9. The Court finds that attorneys' fees in the amount of $80,000.00 for Plaintiff's Counsel, and reimbursement of litigation costs of $3,946.58 to Plaintiff's Counsel are fair, reasonable, and adequate, and orders that the Settlement Administrator distribute these payments to Plaintiff's Counsel as provided for in the Settlement Agreement.

10. The Court orders that the Settlement Administrator shall be paid $6,000.00 for all of its work done and to be done until the completion of this matter, and finds that sum appropriate.

11. The Court finds that an enhancement award of $5,000.00 to Plaintiff is fair and reasonable in recognition of the contributions she has made and the risks she undertook on behalf of the Aggrieved Employees and the State of California, as well as her general release of claims

against Defendants, including her underlying wage and hour claims, and orders that the Settlement Administrator distribute this payment to Plaintiff as provided for in the Settlement Agreement.

12. The Court finds that the payment to the State of California Labor and Workforce Development Agency ("LWDA") in the amount of $108,790.06 (representing 75% of the PAGA civil penalties under Labor Code § 2699(i)) as provided for by the Settlement, is fair, adequate, and reasonable, and orders that payment be made to the LWDA in accordance with the terms of the Settlement Agreement.

13. The court approves the limited scope of the PAGA Release contained in the Settlement Agreement. Following entry of this Order and Final Judgment, all Aggrieved Employees will release Defendants and Defendants' affiliated companies and their respective parent companies, subsidiaries, affiliates, shareholders, members, agents (including, without limitation, any investment bankers, accountants, insurers, reinsurers, attorneys and any past, present or future officers, directors and employees), predecessors, successors, and assigns (collectively, the "Released Parties") from any and all PAGA claims that were pled in the Action, or which could have been pled under the PAGA based on the factual allegations in the Action, that arose during the PAGA period ("PAGA Released Claims").

14. Upon entry of this Final Order and Judgment, Plaintiff and the Aggrieved Employees will release any and all PAGA Released Claims against the Released Parties, and will be forever barred from pursuing any and all of the PAGA Released Claims against the Released Parties. Without affecting the finality of this Final Order and Judgment in any way, the Court retains jurisdiction under California Code of Civil Procedure section 664.6 to enforce the terms of the Settlement Agreement.

IT IS SO ORDERED.

Dated: 8/7, 2020

Honorable Bret D. Hillman
Judge of the Superior Court

14964107

FILED
ALAMEDA COUNTY
AUG 02 2018
CLERK OF THE SUPERIOR COURT
By Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ALAMEDA - OAKLAND - RCD COURTHOUSE

VALERIE ENOMBANG, individually and on behalf of all other similarly situated aggrieved employees, Plaintiff, v. TARGET CORPORATION, and DOES 1-10, inclusive, Defendants.	CASE NO. RG17853948 [~~PROPOSED~~] ORDER GRANTING JOINT MOTION FOR APPROVAL OF SETTLEMENT AND JUDGMENT THEREON; AND AWARDING ATTORNEYS' FEES, COSTS, AND SERVICE AWARDS Date: July 24, 2018 Time: 3:00 p.m. Dept: 23 Judge: Hon. Brad Seligman

The hearing on the parties' Joint Motion for Approval of Settlement came for hearing on July 24, 2018, in the Alameda County Superior Court, the Honorable Brad Seligman, presiding. The Court has reviewed the materials submitted by the parties, including the Settlement Agreement ("Settlement") and various motions and supplemental briefs.

During the hearing, the Court expressed concern about Section II(E)(2) of the Settlement, which sets forth a waiver of rights under Civil Code section 1542. The parties have agreed to strike Section II(E)(2) from the Settlement. With that revision, the Court finds the Settlement is entitled to judicial approval and meets all of the requirements for approval under the Labor Code Private Attorneys General Act, including the notice of the Settlement having been properly provided to the California Labor and Workforce Development Agency

("LWDA"). The Court also finds that the LWDA has not objected to, and is deemed to have approved of, the terms of the Settlement. The Court further finds that, although no one other than the LWDA has standing to object to the terms of the Settlement, no other objection to the Settlement has been received by the Court.

The Court further finds that executing the seating program set forth in Section II(B)(2)(a-d) of the Settlement, namely notifying each affected employee of the right to request and be provided with a suitable seat or stool, and by actually providing a suitable seat or stool if requested, complies with Section 14 of Wage Order 7-2001.

The Court additionally finds that the dismissal of the PAGA cause of action in *Thompson* without prejudice as to non-Cashiers comports with the requirements of PAGA, that because the PAGA cause of action in *Thompson* was brought solely as a representative action under PAGA, and not as a class action, the non-Cashiers have no legally cognizable interest that is impacted by the dismissal of *Thompson*, the non-Cashiers in *Thompson* have no right to notice of the dismissal, and the non-Cashiers in *Thompson* have no standing to object or otherwise challenge the dismissal.

Accordingly, the Court hereby orders, adjudges, and decrees as follows:

1. The Parties, their Counsel, and the Settlement Administrator shall take all steps necessary to implement and consummate the Settlement according to the terms and provisions, including but not limited to the parties effectuating the dismissals of *Murphy v. Target Corporation*, U.S. District Court for the Southern District of California Case No. 09-1436 and *Thompson v. Target Corporation*, U.S. District Court of the Central District of California Case No. 16-0839, pursuant to Section II(D)(2) of the Settlement.

2. The Court awards plaintiffs' counsel attorneys' fees in the amount of Three Million, Six Hundred Thousand Dollars and No Cents ($3,600,000.00), plus costs in the amount of Two Hundred Thousand Dollars and No Cents ($200,000.00). The Court finds the attorney hours, hourly rates, and costs incurred by plaintiffs' counsel over this nine-year litigation as reflected in their declarations were reasonable, and further that plaintiffs' counsel are entitled to a multiplier given the novelty of the claims and the contingent nature of the fee.

The Court further awards the representative plaintiffs, Valerie Enombang, Danyell Murpy, Candi Perry, and Stacy Thompson, Twenty Thousand Dollars ($20,000.00) each for the time they spent, and the risk they undertook, in prosecuting these actions on behalf of the State and the aggrieved employees. All of these amounts shall be deducted from the $9 million settlement fund. Attorneys' fees shall be distributed consistent with the Settlement.

3. Without affecting the finality of this Judgment or the Settlement, this Court shall, pursuant to Section II(F)(3) of the Settlement, retain continuing jurisdiction over the parties to this action to ensure effectuation of the Settlement in accordance with the terms of the Settlement and this Judgment.

4. To the extent any settlement checks are uncashed by the deadline provided in the Settlement, or in the event there any other undistributed settlement funds, such funds shall be paid to the Equal Access Fund of the Judicial Branch, to be distributed in accordance with Bus. & Prof. Code sections 6216 to 6223.

5. Judgment and dismissal is hereby entered as to Plaintiff Valerie Enombang, the LWDA, and all individuals who worked for Defendant in California as a Cashier as that term is defined in the Settlement Agreement at any time from April 14, 2008 through the date of this Order.

6. Except as otherwise provided by the Settlement, each side shall bear their own attorneys' fees and costs.

IT IS SO ORDERED.

DATED: 8/2/18

HON. BRAD SELIGMAN
JUDGE OF THE SUPERIOR COURT

SUPERIOR COURT OF CALIFORNIA,
COUNTY OF SACRAMENTO
GORDON D SCHABER COURTHOUSE

MINUTE ORDER

DATE: 07/24/2018 TIME: 02:00:00 PM DEPT: 53

JUDICIAL OFFICER PRESIDING: David Brown
CLERK: E. Brown
REPORTER/ERM: T. Huffman CSR# 13789
BAILIFF/COURT ATTENDANT: M. Oreschak, M. Meraz

CASE NO: **34-2017-00220347-CU-OE-GDS** CASE INIT.DATE: 10/10/2017
CASE TITLE: **Grace vs. Flowmaster Inc**
CASE CATEGORY: Civil - Unlimited

EVENT TYPE: Motion - Other - Civil Law and Motion

APPEARANCES
Theresa Mak, counsel, present for Defendant(s).
Jill Vecchi, counsel present for plaintiff, telephonically

Nature of Proceeding: Motion for Approval of Settlement

TENTATIVE RULING

Plaintiff Carrie Grace's unopposed motion for approval of settlement of claims brought pursuant to the Private Attorney General Act of 2004 ("PAGA") is granted.

Plaintiff seeks an order approving settlement of claims brought in this action on behalf of herself and all persons employed by Defendant Flowmaster, Inc. in non-exempt positions in its warehouses between August 7, 2016 and July 27, 2018 or the date the Court approves the settlement, whichever is earlier. The PAGA claims were premised on six alleged violations of Labor Code (e.g., failure to pay wages, failure to provide meal and rest breaks, failure to provide itemized wage statements). Approximately 323 employees suffered the alleged Labor Code violations during the relevant period. Plaintiff calculated Flowmaster's maximum potential exposure at approximately $3,459,000 based on multiplying 5,765 pay periods by 6 PAGA violations by $100. Flowmaster contends its exposure is limited to $576,500. Flowmaster asserted numerous defenses including that the case could not be managed. The parties reached a settlement for $750,000. The settlement includes attorneys' fees of $247,500 (33% of the settlement), $15,588.67 in costs, a $10,000 service payment to Plaintiff, and up to $5,000 in claims administration costs. The net settlement amount is $471,911.33. 75% of that amount ($353,933.50) will be distributed to the Labor and Workforce Development Agency [LWDA] and 25% ($117,977.83) to the aggrieved employees based on the number of pay periods worked during the relevant time period.

Settlement of PAGA claims requires Court approval. Labor Code § 2699(l)(2) provides that "[t]he superior court shall review and approve any settlement of any civil action pursuant to this part." Thus, the settlement of a PAGA claim requires court approval pursuant to the operative PAGA statute, which states that the "[t]he superior court shall review and approve any settlement of any civil action filed pursuant to this part." (See Labor Code § 2699(1)(2).) As with any settlement, the Court must be mindful in conducting its inquiry that "[s]ettlement is a compromise, which balances the possible recovery against the risks inherent in litigating further." (See *In re TD Ameritrade Account Holder Litig*., 2011 U.S. Dist. LEXIS 103222, 24 (N.D. Cal. Sept. 12, 2011).) Indeed, "the very essence of a

settlement is ... 'a yielding of absolutes and an abandoning of highest hopes'" [*Officers for Justice v. Civil Service Com*., 688 F.2d 615, 624 (9th Cir., 1982)], as "it is the very uncertainty of outcome in litigation and avoidance of wasteful and expensive litigation that induce consensual settlements." (See *Id*., at 625.) As such, "the settlement or fairness hearing is not to be turned into a trial or rehearsal for trial on the merits" or "judged against a hypothetical or speculative measure of what might have been achieved by the negotiators." (See *Id*.)

Although the operative PAGA statute does not set forth the criteria on which a PAGA settlement is to be judged, it is presumed that a reviewing court may utilize some of the factors for review of a class action settlement under Fed. R. Civ. P. 23 ("Rule 23"), CCP. § 382 and Rule 3.769, Cal. Rules of Court, as courts within California have approved settlements of PAGA claims encompassed within class action settlements using Rule 23 criteria. However, it is important to underscore that not all Rule 23 factors can be applied, as "a PAGA claim asserted on a non-class representative basis . . . is not considered a class action but a law enforcement action, and therefore does not have to meet the requirements of Rule 23." (See *Casida v. Sears Holdings Corp*, 2012 U.S. Dist. LEXIS 9302, 8 (E.D. Cal. Jan. 25, 2012); *Thomas v. Aetna Health of Cal. Inc*. 2011 U.S. Dist. LEXIS 59377 (E.D. Cal. June 2, 2011); *Mendez v. Tween Brands, Inc*, 2010 U.S. Dist. LEXIS 66454 (E.D. Cal. June 30, 2010). Based thereon, a court's review of a PAGA settlement necessarily implicates the following unique features that render the approval process completely distinct from approval of a class action settlement under Rule 23 or CCP. § 382 and 15 Rule 3.769, Cal. Rules of Court.

First, in evaluating the adequacy of the settlement amount, the Court's focus is not concerned with the amount which "aggrieved employees" are to receive, but rather, must focus on the total settlement amount in achieving PAGA's objective. Indeed, "[t]he remedy sought in a PAGA suit consists of civil penalties, not individual or class damages" [*Mendez v. Tween Brands, Inc*, 2010 U.S. Dist. LEXIS 66454, 11 (E.D. Cal. June 30, 2010)], and "[u]nlike class actions, these civil penalties are not meant to compensate unnamed employees because the action is fundamentally a law enforcement action." (See *Ochoa-Hernandez v. CJADERS Foods, Inc*., 2010 U.S. Dist. LEXIS 32774, 12 (N.D. Cal. Apr. 2, 2010). Second, consistent with the fact that unnamed employees have no properly interest in a PAGA claim, "[u]named employees need not be given notice of the PAGA claim, nor do they have the ability to opt-out of the representative PAGA claim." (See *Ochoa-Hernandez*, 2010 U.S. Dist. LEXIS 32774, at 13.) Finally, unlike a class action settlement under Rule 23(e) or CCP. § 382, the scope of release permitted in a PAGA settlement is limited. While "judgment in [a PAGA] action is binding not only on the named employee plaintiff but also on government agencies and any aggrieved employee not a party to the proceeding" [*Arias v. Superior Court* (2009) 46 Cal. 4th 969, 986], "the nonparty employees, because they were not given notice of the action or afforded any opportunity to be heard, would not be bound by the judgment as to remedies other than civil penalties." (See *Id*., at 987.) Thus, the scope of a release in a PAGA settlement is necessarily strictly confined to the civil penalties alleged in the first amended complaint.

In deciding whether to grant approval of the proposed Settlement, the primary issue to be decided is whether the Settlement is fair, adequate and reasonable. As set forth herein, the proposed Settlement embodies all of the features of a settlement that is fair, reasonable, and adequate, as it is the product of (1) arms-length negotiations, (2) negotiated by attorneys experienced in wage and hour issues, (3) subsequent to undertaking sufficient investigation necessary to evaluate the relative strength and value of the PAGA claim, and (4) it reflects a reasoned compromise based directly on the relative strength and value of the PAGA claim, as well as the risks, expense, complexity and likely duration of further litigation. The settlement was the product of arms-length negotiations reached at mediation and was negotiated by counsel with significant experience in wage and hour litigation and occurred after counsel conducted significant investigation to evaluate the strength and potential value of the PAGA claims and risks of litigating through trial. (Turley Decl. ¶¶ 2-29) In addition, the settlement achieves a significant benefit given it results in a recovery of $750,000 for the PAGA penalties. Further, the scope of the release is

narrowly tailored and is only limited to the civil penalties asserted in the action under PAGA, in conformity with *Arias*, *supra*, 46 Cal.4th at 987. In addition, Plaintiff submitted the proposed settlement to the Labor and Workforce Development Agency at the same time it was presented to the Court as required by Labor Code § 2699(l)(2). (Id. ¶ 18.) As a result, the Court finds that the instant settlement is fair, adequate and reasonable and it is approved.

In addition, the Court approves Plaintiff's Counsel's request for fees and costs. Counsel is entitled to recover attorneys' fees and costs under the "common fund" doctrine as a matter of right. As held by the U.S. Supreme Court, "a lawyer who recovers a common fund for the benefit of persons other than himself or his client is entitled to a reasonable attorney's fee from the fund as a whole." (See *Boeing Co. v. Van Gemert* (1980) 444 U.S. 472, 478.) In *Glendale City Employees' Association v. City of Glendale* (1975) 15 Cal.3d 328, 341 fn. 19, the California Supreme Court upheld an attorneys' fee award based on a percentage of the common benefit obtained in a lawsuit by a city employees' association for retroactive wages. "When assessing whether the percentage requested is reasonable, courts look to factors such as: (a) the results achieved; (b) the risk of litigation; (c) the skill required, (d) the quality of work; (e) the contingent nature of the fee and the financial burden; and (f) the awards made in similar cases." (See *Vasquez v. Coast Valley Roofing, Inc*, 266 F.R.D. 482, 492 (E.D. Cal. 2010).) Plaintiff's Counsel's request for attorneys' fees in the amount of $247,500 (33%) from the $750,000 PAGA Settlement Sum falls well within the "zone of reasonableness." It is important to highlight at the outset that the fee amount presently sought is not extraordinary, but actually falls at the "average" fee deemed reasonable under California State court authority, as it is recognized that "courts may award attorney's fees in the 30-40% range in wage and hour class actions that result in recovery of a common fund under $10 million." (See, e.g *Martin v. AmeriPride Servs.,* 2011 U.S. Dist. LEXIS 61796, 23 (S.D. Cal. June 9, 2011). Moreover, taking into account the contingency risk Plaintiff's Counsel agreed to incur for the benefit of the State of California (which elected not to take the case after receiving the PAGA Notice), and the significant results achieved - facts which justify the requested fee - Plaintiff's Counsel's requested fee is reasonable under all applicable standards. In addition the $15,588.67 in litigation costs are reaosnable.

Further, the $10,000 service payment to Plaintiff is appropriate. Case authority supports the award of incentive payments in private attorney general actions. A named plaintiff's "willingness to act as a private attorney general" can justify an award of an incentive payment. (*Rodriguez v. West Publishing Corp*. (9th Cir. 2009) 563 F.3d 948, 959.)

In addition, the $5,000 in administration costs for Simpluris, Inc. to administer the settlement is reasonable.

The Court will sign the proposed order.

COURT RULING

The tentative ruling was affirmed as modified on the record.

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CASE NAME:	Resendez v. Bridgestone Retail Operations, LLC
CASE NO.:	BC596892
HEARING DATE:	6/13/16
DEPARTMENT:	37
CALENDAR NO.:	9
TRIAL DATE:	2/14/17
NOTICE:	OK
SUBJECT:	Motion for Approval of Settlement of Claims Brought Under the Private Attorneys General Act
MOVING PARTY:	Plaintiff Sophia P. Resendez, on behalf of herself and all others similarly situated
OPPOSING PARTY:	None

FILED
Superior Court of California
County of Los Angeles
JUN 13 2016
Sherri R. Carter, Executive Officer/Clerk
By R. Mason Deputy

COURT'S TENTATIVE RULING

The unopposed motion is granted. Counsel for Plaintiff to give notice.

STATEMENT OF THE CASE

This is an action for civil penalties under the Private Attorneys General Act of 2004 (PAGA), which is codified in the Labor Code (Lab. Code, § 2698 et seq.). Defendant Bridgestone Retail Operations, LLC operates a chain of auto care and tire stores and employed Plaintiff Sophia P. Resendez from August 18, 2013 until May 14, 2015. Plaintiff alleges that Defendant failed to include its address on employee wage statements in violation of Labor Code section 226, subdivision (a)(8), and that Defendant paid meal period premiums to non-exempt employees pursuant to Labor Code section 226.7, thereby acknowledging that it had violated Labor Code section 512 regarding the provision of meal periods. Plaintiff filed suit on October 5, 2015, and the parties settled the matter during mediation with the Honorable Ronald M. Sabraw (Ret.) on February 25, 2016.

DISCUSSION

I. General Legal Principles Applicable to PAGA Settlements

A. The PAGA

Plaintiff moves the court to review and approve the civil penalties sought as part of the settlement of her PAGA claims. (Lab. Code, § 2699, subd. (*l*).) The PAGA is "a procedural statute allowing an aggrieved employee to recover civil penalties—for Labor Code violations—that otherwise would be sought by state labor law enforcement agencies." (*Amalgamated Transit Union, Local 1756, AFL-CIO v. Superior Court* (2009) 46 Cal.4th 993, 1003.) The statute provides a mechanism for private enforcement of Labor Code violations for the public benefit. (See *Arias v. Superior Court* (2009) 46 Cal.4th 969, 986; *Ochoa-Hernandez v. Cjaders Foods, Inc.* (N.D.Cal. 2010) 2010 WL 1340777, at p. *4.) To incentivize employees to bring PAGA actions, the statute

06/15/2016

provides aggrieved employees 25 percent of the recovered civil penalties. (Lab. Code, § 2699, subd. (i).) The remaining 75 percent is distributed to the Labor and Workforce Development Agency (LWDA) "for enforcement of labor laws and education of employers and employees about their rights and responsibilities under [the Labor Code]." (*Ibid.*)

B. Settlement Generally

In reviewing the terms of a settlement agreement, the court determines whether the settlement is fair, reasonable, and adequate to all concerned, and not the product of fraud, collusion, or overreaching. (*Reed v. United Teachers Los Angeles* (2012) 208 Cal.App.4th 322, 337; *Nordstrom Commission Cases* (2010) 186 Cal.App.4th 576, 581.) In the context of a class action settlement, the court considers various factors including whether (1) the settlement is the result of arm's length bargaining, (2) investigation and discovery are sufficient to allow counsel and the court to act intelligently, (3) counsel is experienced in similar litigation, and (4) the percentage of objectors is small. (*Nordstrom*, at p. 581; *Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 245.) In considering the amount of settlement, the court is mindful that compromise is inherent and necessary in the settlement process. (*Wershba*, at p. 250.)[1]

II. Application of General Principles

A. Terms of the Settlement

The settlement provides for Defendant to pay a Gross Settlement Amount (GSA) of $950,000. After deducting one-third of the GSA ($316,666.66) for attorney fees, attorney costs ($7,005.82), an enhancement award for Plaintiff ($10,000), and settlement administration costs ($30,000), the settlement provides for distribution of a PAGA penalty fund of no less than $585,833.34, with no less than $439,375 to be paid to the LWDA, and no less than $146,458.34 to be paid to the aggrieved employees. The parties have agreed to use CPT Group, Inc. (CPT) as the third-party settlement administrator. In that capacity, CPT will attempt to notify the aggrieved employees based on information provided by Defendant and distribute payments to the

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[1] As Plaintiff points out, a PAGA settlement is different from a class action settlement in at least two respects. First, in considering a PAGA settlement, the court considers whether the total settlement amount achieves the PAGA's objective. Civil penalties are not meant to compensate employees but to serve law enforcement purposes by deterring unlawful conduct. Second, because the PAGA does not create property or substantive rights, aggrieved employees represented by the PAGA representative need not be given notice of the PAGA claim and cannot "opt out" of such a claim. Notwithstanding these difference, the general principles applicable to class action settlements apply equally in this context.

9/15/2016

employees.[2] Aggrieved employees will not be required to submit claim forms to participate, will automatically receive the share of the settlement, and will have 180 days to cash their settlement checks. The amount of any checks that are returned as undeliverable or not cashed within 180 days shall be tendered to a fund benefitting Defendant's employees with personal or family emergencies.

B. Analysis of the Civil Penalties

The settlement represents a compromise with respect to the strength of Plaintiff's claims and Defendant's defenses to those claims. For instance, while Plaintiff contends that Defendant violated Labor Code section 226 by failing to include its address on wage statements, she acknowledges that Labor Code section was amended shortly before she filed suit to permit employers to "cure" such a violation by providing compliant wage statements to affected employees. The parties dispute whether Defendant timely cured the defective wage statements. Similarly, while Plaintiff contends that Defendant violated Labor Code section 512, which obligates employers to provide meal periods, Defendant maintains that it provided employees an extra hour of pay as a "meal period premium" pursuant to Labor Code section 226.7. Although Plaintiff disagrees, it is Defendant's position that it should not be penalized twice for the same violation. After considering the parties' respective positions before and during mediation, Plaintiff calculated civil penalties of $842,511 for the failure to include an address on wage statements and $178,145 for the failure to provide meal periods. The GSA represents about 93 percent of Plaintiff's projected total recovery of $1,020,656.

The parties arrived at the settlement amount with the benefit of informal discovery and experienced counsel. For instance, Defendant provided Plaintiff with payroll data and calculations for aggrieved employees, including the number of deficient wage statements and the number of pay periods in which meal period premiums were paid. Plaintiff's counsel is experienced in wage-and-hour class actions, who believes the settlement to be fair and adequate for all involved. In addition, the parties reached their agreement with the benefit of a neutral mediator. These circumstances demonstrate that the agreement represents an arm's length transaction untainted by fraud, collusion, or self-dealing. (See *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 130.) Accordingly, for these reasons, the court determines that the settlement is fair, adequate, and reasonable.

C. Attorney Fees and Costs

The PAGA contains a fee-shifting provision providing the prevailing party recovery of attorney fees and costs. (Lab. Code, § 2699, subd. (g).) Here, the one-third fee award is reasonable and consistent with fee awards in class action cases. (See *Chavez v. Netflix, Inc.* (2008) 162 Cal.App.4th 43, 66, fn. 11 [" 'Empirical studies show

06/15/2016

[2] Plaintiff represents that based on the latest information, there are 3,002 persons who fall into the definition of "aggrieved employees" in this case. The estimated average payment for each aggrieved employee is $48.23.

that, regardless whether the percentage method or the lodestar method is used, fee awards in class actions average around one-third of the recovery' ".) In addition, the GSA exceeds other PAGA awards that have been approved by courts in this state. (E.g., *Aguirre v. DSW, Inc.* (C.D.Cal. 2012) 2012 WL 11875296, at p. *3 [approving $10,000 PAGA payment]; *Boyd v. Bank of America Corp.* (C.D.Cal. 2014) 2014 WL 6473804, at p. *8 [approving $18,750 PAGA payment].) The success of the litigation and the experience of counsel in handling similar matters also favors an award of one-third of the recovery.

The reimbursement of costs of $7,005.82 is also warranted. Plaintiff presents an itemization of costs, which consists of (1) copying, postage, and research costs; (2) mediation fees; (3) filing and jury fees; (4) CourtCall fees; and (5) parking and mileage. (Declaration of Paul K. Haines, Exh. F.) Similarly, Plaintiff demonstrates that the $30,000 of administrative costs for CPT is reasonable and warranted. CPT is experienced as a settlement administrator (Declaration of Julie Green ¶¶ 4-7), and Plaintiff represents that the bid of $30,000 was low and discounted. Accordingly, the attorney and administrative costs are approved as well.

D. Enhancement Award

Finally, Plaintiff's enhancement award of $10,000 is reasonable. The purpose of such an award is to incentive aggrieved employees to undertake the risks associated with serving in a representative capacity. (See *Bell v. Farmers Ins. Exchange* (2004) 115 Cal.App.4th 715, 726 ["service payments" compensate named plaintiff "for their efforts in bringing the action"]; *Ingram v. The Coca-Cola Co.* (N.D.Ga. 2001) 200 F.R.D. 685, 694 [" 'Courts routinely approve incentive awards to compensate named plaintiffs for the services they provided and the risks they incurred during the course of the class action litigation' "].) Here, Plaintiff provided factual information and documentation to Plaintiff's counsel, assisted in identifying potential witnesses, and attended meetings with counsel. She estimates that she has spent at least 15 hours on these activities to help move the case forward. (Declaration of Sophia Resendez ¶ 5.) In addition, Plaintiff has agreed to a broader release of all known and unknown claims, including those that are not wage and hour related, subject to a waiver of Civil Code section 1542. Given Plaintiff's participation in the case and the broader waiver she has agreed to, the enhancement award is reasonable.

In sum, the settlement is fair, reasonable, and adequate for those concerned. The unopposed motion is granted.

06/15/2016

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Superior Court of California
County of Los Angeles

Shelley Pickett, *et al.*, Plaintiff, vs. 99 Cents Only Stores, et al. Defendants.	Case No.: **BC473038** Tentative Ruling

FILED
Superior Court of California
County of Los Angeles
AUG 01 2017
Sherri R. Carter, Executive Officer/Clerk
By S. Tembladar, Deputy
Steve Tembladar

Hearing Date: August 1, 2017
Department 54, Judge Ernest M. Hiroshige
Motion for Approval of Representative Action Settlement
Moving Party: Plaintiff/Cross-Defendant Shelley Pickett ("Pickett")
Responding Party: Defendant/Cross-Complainant 99 Cents Only Stores ("99 Cents Only") [non-opposition]

T/R: THE MOTION IS GRANTED.

PLAINTIFF TO NOTICE.

The Court considers the moving papers and Defendant/Cross-Complainant's notice of non-opposition.

Plaintiff moves for an order granting approval of the proposed settlement of claims brought pursuant to the Private Attorneys general Act of 2004 ("PAGA"), Cal. Lab Code § 2698, *et seq.* Pursuant to the proposed settlement, the parties agree to the following terms: (1) 99 Cents Only will provide all of its cashiers in its California stores with suitable seating under Section 14(B) of Wage Order 7-2001, and to create, implement, and communicate pertinent policies to its cashiers regarding this change in policy; (2) $75,000 to be paid to the California Workforce Development Agency; (3) $12,500 to be paid to each of the two Plaintiffs; and (4) $1,190,000 to be paid to Plaintiffs' Counsel for attorney fees and litigation costs. 99 Cents Only filed a statement of non-opposition. Based on the moving papers, the Court finds that the settlement is reasonable and meets the requirements of PAGA. Accordingly, the motion is GRANTED.

Date: August 1, 2017

Judge Ernest M. Hiroshige

08/03/2017

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JUN 19 2020
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FILED
Superior Court of California
County of Los Angeles
SEP 24 2020
Sherri R. Carter, Executive Officer/Clerk of Court
By _____, Deputy
Lori M'Greene

FILED
Superior Court of California
County of Los Angeles
SEP 24 2020
Sherri R. Carter, Executive Officer/Clerk of Court
By _____, Deputy
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Attorneys for Plaintiff
and Aggrieved Employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

HELEN CATALINA VARGAS, as an individual and on behalf of all others similarly situated,

Plaintiff,

vs.

GRUMA CORPORATION, a Nevada Corporation; and DOES 1 through 100,

Defendants.

Case No. BC707897

[*Assigned for all purposes to the Carolyn B. Kuhl, Dept. SSC-12*]

~~[PROPOSED]~~ JUDGMENT AND ORDER GRANTING PLAINTIFF'S MOTION FOR APPROVAL OF SETTLEMENT OF CLAIMS BROUGHT UNDER THE PRIVATE ATTORNEYS GENERAL ACT, REASONABLE ATTORNEYS' FEES, COSTS, AND SERVICE AWARD

Date: July 21, 2020
Time: 1:45 p.m.
Dept.: SSC-12

Complaint Filed: June 5, 2018
Trial Date: None Set

RECEIVED
LOS ANGELES SUPERIOR COURT
JUN 19 2020
I. LOVO

This matter came on regularly for hearing before this Court on ~~July 21, 2020 at 1:45 p.m.~~ Sept. 24, 2020 at 10:00 am. Having considered the parties' Stipulation for PAGA Settlement ("Settlement");[1] the documents and evidence presented in support thereof; and recognizing the outcome of Plaintiff's investigation of her claims and allegations, the disputed factual and legal issues involved in this case, the risks of further prosecution, the substantial benefits to be received by the State of California and the Allegedly Aggrieved Employees pursuant to the Settlement, and the fair, reasonable, and adequate nature of the settlement obtained as a result of good faith arm's-length negotiations between the parties; and the absence of any objection or comment from the California Labor and Workforce Development Agency ("LWDA") after having received notice of the parties' Settlement and Plaintiff's motion; the Court hereby makes a final ruling that the Settlement is approved pursuant to Labor Code section 2699(l). Good cause appearing therefor, the Court hereby GRANTS Plaintiff's Motion for PAGA Settlement Approval of Claims and ORDERS as follows:

1. The "Allegedly Aggrieved Employees" shall be defined as:

> All individuals who worked for Defendant Gruma Corporation as nonexempt employees within the State of California at any time from June 11, 2017 through the date the Court Order granting approval of the PAGA Settlement Agreement.

2. The "PAGA Period" means June 11, 2017 through the date the Court Order granting approval of the Settlement.

3. The Court hereby approves the settlement set forth in the Settlement as fair, reasonable, and adequate, and directs the parties to effectuate the Settlement according to its terms.

4. The Court orders that Defendant Gruma Corporation ("Defendant") shall pay the Settlement Fund of $1,917,500 to the Settlement Administrator within thirty (30) days after the Court's order granting final approval of the PAGA Settlement Agreement and is no longer subject to appeal.

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[1] All terms used in this Order shall have the same meaning as that assigned to them in the Settlement, attached as Exhibit A to the Declaration of Paul K. Haines submitted concurrently with the Motion for Approval of PAGA Settlement.

5. The Court hereby approves, as to form and content, the explanatory Notice submitted by the parties and included as Exhibit A to the Settlement.

6. The Court hereby appoints Phoenix Settlement Administrators as the Settlement Administrator.

7. Within fourteen (14) business days of the Effective Date, Defendant shall provide the Settlement Administrator with a list containing the Allegedly Aggrieved Employees' names, last known addresses, social security numbers, and dates of employment and/or number of pay periods worked during the PAGA Period.

8. The Settlement Administrator is directed to mail the individual PAGA payments and the Notice to the Allegedly Aggrieved Employees within five (5) business days after Defendant provides the Settlement Fund to the Settlement Administrator.

9. The Court finds that attorneys' fees in the amount of $639,166.67 for Plaintiff's counsel, and reimbursement of litigation costs of $29,396.60 to Plaintiff's counsel, are fair, reasonable, and adequate, and orders the Settlement Administrator to distribute these payments to Plaintiff's counsel as provided for in the Settlement.

10. The Court orders that Phoenix Settlement Administrators shall be paid $11,000 for all of its work done and to be done until the completion of this matter, and finds that sum appropriate.

11. The Court finds that the Representative Plaintiff Service Award of $5,000.00 to Plaintiff Helen Catalina Vargas, is fair and reasonable in recognition of the unique contributions she has made and the risks she undertook in representing the State of California and the LWDA in this action, on behalf of the Allegedly Aggrieved Employees and the State, and orders that the Settlement Administrator distribute this payment to Plaintiff as provided for in the Settlement.

12. The Court finds that the distribution of the PAGA Fund to the LWDA and to Allegedly Aggrieved Employees as provided for in the Settlement, is fair, adequate, and reasonable, and orders that payment be made to the LWDA and Allegedly Aggrieved Employees in accordance with the terms of the Settlement.

13. The court approves the scope of the release set forth in the Settlement. Following

entry of this Judgment and Order and upon the Effective Date, the State of California, Plaintiff and Allegedly Aggrieved Employees, on behalf of themselves and each of their heirs, representatives, successors, assigns, and attorneys, hereby release, and settle any and all claims against the Released Parties for civil penalties they and the State of California may have under the California Labor Code, Wage Orders, regulations, and/or any other provisions of state law arising from allegations that the Allegedly Aggrieved Employees (including Plaintiff) suffered California Labor Code Violations based on (1) non-compliant rest breaks, (2) non-compliant meal periods, (3) non-compliant meal and rest period premium payments, (4) unpaid minimum and overtime wages, (5) failure to pay all wages at the agreed-upon rate and/or without discount, (6) untimely payment of earned wages during employment and at separation of employment, (7) non-compliant wage statements, (8) failure to maintain complete and accurate records, and (9) any other Labor Code violations that were alleged in the Complaint, or that could have been alleged in the Complaint based on the facts alleged in the Complaint, which includes alleged violations of Labor Code sections 201-204, 210, 221-223, 226, 226.3, 226.7, 510, 512, 516, 558, 1174, 1174.1, 1182.12, 1194, 1194.2, 1197, 1197.1, and 1198 (collectively, the "Released Claims"). "Released Parties" means Defendant and each and all of its present, former and future controlling persons, parents, affiliates, business partners, subsidiaries, successors-in-interest, benefit plans sponsored by such companies, shareholders, owners, officers, directors, principals, employees, agents, attorneys, insurers, managers, trustees, fiduciaries, representatives, divisions, predecessors, successors, and assigns. This release in no way affects any claim an Allegedly Aggrieved Employee may have against the Released Parties for unpaid wages.

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14. ~~Upon entry of this Final Order and Judgment and upon the Effective Date,~~ (Upon payment being made in accordance with paragraph 4 hereof,) the Court permanently enjoins and forever bars the Plaintiff or the Allegedly Aggrieved Employees from instituting or prosecuting any of the "Released Claims" against the "Released Parties," which were fully and completely resolved as part of the Settlement. Without affecting the finality of this Final Order and Judgment in any way, the Court retains jurisdiction to enforce the terms of the Settlement.

15. The Settlement Administrator shall make a final report confirming the final distribution of funds on or before Aug. 4, 2021. A Non-Appearance Case Review Re: Submission of the Final Report of Disbursement is scheduled for Aug. 11, 2021 at 4:30 a.m./p.m.

IT IS SO ORDERED.

Dated: Sept. 24, 2020 By: Carolyn B. Kuhl
Honorable Carolyn B. Kuhl
Judge of the Superior Court

Electronically Received 07/29/2020 03:53 PM

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Attorneys for Plaintiff
Rachael Buhl

(*Additional counsel of record on next page*)

SUPERIOR COURT OF CALIFORNIA

COUNTY OF LOS ANGELES

RACHAEL BUHL, as an individual and on behalf of all others similarly situated,

Plaintiff,

v.

SDX HOME CARE OPERATIONS, LLC, a California Limited Liability Company; and DOES 1 through 100,

Defendants.

No. 19STCV23623

~~**[PROPOSED]**~~ **ORDER GRANTING JOINT MOTION FOR APPROVAL OF PAGA SETTLEMENT (Cal. Lab. Code § 2699(*l*)(2)) AND PLAINTIFF'S MOTION FOR APPROVAL OF REASONABLE ATTORNEYS' FEES AND COSTS AND ENHANCEMENT AWARD**

Date: July 29, 2020
Time: 8:30 a.m.
Dept.: 20, 111 North Hill St., 3rd Flr., Los Angeles, CA
Judge: Hon. David J. Cowan

Complaint filed: July 1, 2019
Trial date: None set

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Attorneys for Defendant
SDX Home Care Operations, LLC

On July 29, 2020, a hearing was held on the joint motion of plaintiff Rachael Buhl and defendant SDX Home Care Operations, LLC, for approval of the settlement of this action under the California Labor Code Private Attorneys General Act ("PAGA"), Cal. Lab. Code §§ 2698 *et seq*., and on plaintiff's motion for reasonable attorneys' fees and costs and enhancement award.

The Court having read and considered the parties' Settlement Agreement (the "Settlement Agreement" or "Settlement"), the papers on the motions, the arguments of counsel, the parties' joint supplemental brief in support of the joint motion, and the law, and recognizing the disputed factual and legal issues involved in this case, the risks of further prosecution, the substantial benefits to be received by the State of California and the alleged aggrieved employees pursuant to the Settlement, the Court hereby makes a final ruling pursuant to California Labor Code section 2699(*l*) that the Settlement is fair, reasonable, and adequate, and is the product of good faith, arm's length negotiations between the parties. Good cause appearing therefor, the Court hereby GRANTS the parties' joint motion and plaintiff's motion and HEREBY ORDERS as follows:

1. All terms used for purposes of this order, not otherwise defined, will have the same meaning as given in the Settlement. A copy of the Settlement Agreement executed between the Parties is attached as Exhibit A to this order.

2. Pursuant to PAGA, Cal. Lab. Code § 2699(*l*)(2), the California Labor and Workforce Development Agency (the "LWDA") has been given notice of the Settlement and the joint motion for approval of the Settlement and plaintiff's motion; on April 15, 2020, plaintiff submitted to the LWDA a notice of the Settlement enclosing a copy of the Settlement Agreement. The Court finds and determines that this notice of the Settlement complied with the statutory requirements of PAGA.

3. The Court confirms approval of the Settlement with respect to the following group of individuals ("Settlement Group Members"):

> All non-exempt employees employed by defendant SDX Home Care Operations, LLC, in California as "Caregivers" or "Home Health Assistants" from April 24, 2018, through June 30, 2020.

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4. The Court finds that the Settlement is, in all respects, fair, reasonable, and adequate. Accordingly, the Court hereby approves the Settlement, and directs the parties to effectuate the Settlement according to its terms.

5. The Court finds that the form of Letter Enclosing Settlement Share Checks (the "Cover Letter"), attached as Exhibit A to the Settlement Agreement, fairly and adequately describes the Action, the approved Settlement, and the manner in which Settlement Group Members may ask questions regarding their Settlement Shares, and orders that the Cover Letter be mailed via first-class U.S. mail to the Settlement Group Members in English and Spanish, along with the Settlement Share checks.

6. The Court finds that the Total Settlement Amount, Net Settlement Amount, and the methodology used to calculate and pay each Settlement Share, in accordance with the Settlement, are fair and reasonable.

7. Phoenix Settlement Administrators is appointed to act as the Settlement Administrator, pursuant to the terms of the Settlement Agreement.

8. The Court finds that attorneys' fees in the amount of 35% of the Total Settlement Amount ($280,000.00) for plaintiff's counsel, and reimbursement of litigation costs of $25,534.58 to plaintiff's counsel are fair, reasonable, and adequate, and orders that the Settlement Administrator distribute these payments to plaintiff's counsel as provided for in the Settlement.

9. The Court orders that the Settlement Administrator shall be paid $3,500.00 for all of its work done and to be done until the completion of this matter, and finds that sum appropriate.

10. The Court finds that a Representative Plaintiff's Payment of $5,000.00 to plaintiff is fair and reasonable in recognition of the contributions she has made and the risks she undertook on behalf of the Settlement Group Members and the State of California, and orders that the Settlement Administrator distribute this payment to plaintiff as provided for in the Settlement.

11. The Court finds that the amount of $364,474.06 (representing 75% of the PAGA civil penalties under California Labor Code section 2699(i)) payable to the LWDA as provided for by the Settlement, is fair, adequate, and reasonable, and orders that payment be made to the LWDA in accordance with the terms of the Settlement.

12. The Court authorizes the Settlement Administrator to calculate and pay the Settlement Shares, in accordance with the terms of the Settlement, and to pay the LWDA Payment, the Representative Plaintiff's Payment, and the Plaintiff's Counsel Fees and Expenses Payment at the same time as the Settlement Shares.

13. Defendant is ordered to provide to the Settlement Administrator not later than 14 days after this order becomes Final the names, last known mailing addresses and telephone numbers, Social Security numbers, and Covered Workweeks of all Settlement Group Members. This information will not be disclosed to plaintiff or her counsel, and may be used solely for purposes of administering the Settlement.

14. All payments due under the Settlement will be made pursuant to the Settlement.

15. If a Settlement Share check comes back to the Settlement Administrator as non-deliverable, the Settlement Administrator will make reasonable efforts to find a current address for the Settlement Group Member and re-mail the check.

16. If a Settlement Group Member fails to cash the check for his or her Settlement Shares within 180 days after it is mailed to the Settlement Group Member (or, in the case where the check was returned as non-deliverable, within 180 days after the initial mailing or within 90 days after it is mailed to the new address for the Settlement Group Member, whichever is later), the Settlement Administrator will transfer the money represented by the check to the California State Controller's Office Unclaimed Property Fund with an accounting of the amounts being transferred.

17. The Court retains exclusive and continuing jurisdiction over this Action under California Code of Civil Procedure section 664.6 for purposes of supervising, administering, implementing, interpreting, and enforcing this order, as well as the Settlement Agreement.

18. Nothing in this order or the Settlement Agreement will be construed as an admission or concession by any party, including an admission or concession that defendant bears any liability to the Settlement Group Members or that they were owed the amounts being paid or any amounts. The Settlement Agreement and this resulting order simply represent a compromise of disputed allegations.

19. Plaintiff is directed to submit a copy of this order to the LWDA within 10 days of the date of this order.

20. Upon entry of this order, plaintiff and the Settlement Group Members will waive and release all claims against the Released Parties that were pled or could have been pled under PAGA under the California Labor Code, Wage Orders, regulations, and/or other provisions of law alleged in the Action to have been violated with respect to herself and the Settlement Group Members during the Covered Period.

21. Based on the foregoing, and in accordance with the Settlement Agreement, this action is DISMISSED WITH PREJUDICE, each side to bear its own costs and attorneys' fees except as provided by the Settlement Agreement.

IT IS SO ORDERED.

Dated: July 30, 2020.

David J. Cowan
Judge of the Superior Court
David J. Cowan / Judge

Counsel for plaintiff is ordered to give notice.

Electronically Received 08/23/2019 11:21 AM

FILED
Superior Court of California
County of Los Angeles
09/19/2019
Sherri R. Carter, Executive Officer / Clerk of Court
By: O. Chavez Deputy

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Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

JORGE GUTIERREZ, as an individual and on behalf of all other aggrieved employees,

Plaintiff,

vs.

SEIDNER & CO., INC., a California Corporation; and DOES 1 through 100,

Defendants.

Case No.: BC724132

[*Assigned for all purposes to the Hon. Holly J. Fujie; Dept. 56*]

[~~PROPOSED~~] ORDER AND JUDGMENT GRANTING PLAINTIFF'S MOTION FOR APPROVAL OF PAGA SETTLEMENT AND REASONABLE ATTORNEYS' FEES, COSTS, AND ENHANCEMENT AWARD

Date: September 16, 2019
Time: 8:30 a.m.
Dept.: 56
Reservation No.: 122557984660

Action Filed: October 3, 2018
Trial Date: None Set

This matter came on regularly for hearing before this Court on September 16, 2019 at 8:30 a.m. Having considered the parties' Settlement Agreement, the documents and evidence presented in support thereof, and recognizing the disputed factual and legal issues involved in this case, the risks of further prosecution, the substantial benefits to be received by the State of California and the Aggrieved Employees pursuant to the Settlement, the fair, reasonable, and adequate nature of the settlement obtained as a result of good faith arm's-length negotiations between the parties, the Court hereby makes a final ruling that the settlement is approved pursuant to Labor Code § 2699(l). Good cause appearing therefor, the Court hereby GRANTS Plaintiff's Motion for Approval of PAGA Settlement and Reasonable Attorneys' Fees, Costs, and Enhancement Award and ORDERS as follows:

1. The "Aggrieved Employees" shall be defined as:

> All current and former non-exempt employees of Defendant in California from October 3, 2017, until the date that the Court approves this settlement or September 16, 2019, whichever comes earlier ("PAGA Period").

2. The Court hereby approves the Settlement as set forth in the Settlement Agreement as fair, reasonable, and adequate, and directs the parties to effectuate the Settlement according to the terms of the Settlement Agreement.

3. The Court orders that Defendant Seidner & Co., Inc. shall deposit the Maximum Settlement Amount of $325,000.00 to the Settlement Administrator within fourteen (14) business days of the Court's approval of the Settlement Agreement.

4. The Court hereby approves, as to form and content, the Notice of PAGA Settlement and Release of Claims, submitted by the parties.

5. The Court hereby appoints CPT Group, Inc. as Settlement Administrator.

6. Within fourteen (14) business days of Court approval, Defendant Seidner & Co, Inc. ("Seidner") will provide CPT with a list containing the Aggrieved Employees' full name, last known mailing address, last known telephone number, start date(s) of employment, end date(s) of employment, total pay periods worked, and Social Security numbers. The list will also contain the total of all pay periods worked by Aggrieved Employees during the PAGA Period.

Within ten (10) business days of receipt of this information, the Settlement Administrator will circulate to counsel for Plaintiff and Defendant an anonymized spreadsheet containing the Individual PAGA Payments to each Aggrieved Employee and the data used to calculate said payments.

7. CPT Group, Inc. is directed to mail the individual settlement payments (which will include the Aggrieved Employees' 25% share of civil penalties paid under Labor Code § 2699(i) and their share of civil penalties under Underpaid Wages and Civil Penalty) and Notice of PAGA Settlement and Release of Claims to the Aggrieved Employees after approval of the anonymized spreadsheet containing the individual settlement payments to each Aggrieved Employee and the data used to calculate said payments from the parties.

8. The Court finds that attorneys' fees in the amount of $108,333.33 for Plaintiff's Counsel, and reimbursement of litigation costs of $10,357.93 to Plaintiff's Counsel are fair, reasonable, and adequate, and orders that the Settlement Administrator distribute these payments to Plaintiff's Counsel as provided for in the Settlement Agreement.

9. The Court orders that the Settlement Administrator shall be paid $7,750.00 for all of its work done and to be done until the completion of this matter and finds that sum appropriate.

10. The Court finds that an enhancement award of $5,000.00 to Plaintiff is fair and reasonable in recognition of the unique contributions he has made and the risks he undertook on behalf of the Aggrieved Employees and the State of California, and orders that the Settlement Administrator distribute this payment to Plaintiff as provided for in the Settlement Agreement.

11. The Court finds that the amount of $15,000.00 (representing 75% of the $20,000.00 set aside for PAGA civil penalties under Labor Code § 2699(i)) shall to be paid to the California Labor and Workforce Development Agency ("LWDA") as provided for by the Settlement, is fair, adequate, and reasonable, and orders that payment be made to the LWDA in accordance with the terms of the Settlement Agreement.

12. The court approves the limited scope of the release. Following entry of this Order and Final Judgment, all Aggrieved Employees will release Defendant Seidner & Co., Inc. and its respective heirs, executors, administrators, successors, assignees, parents, subsidiaries and

related entities, officers, directors, shareholders, employees, agents, servants, representatives, members, attorneys, insurers, re-insurers, assigns, and affiliates, and any and all other entities with whom they have been, are now, or may hereafter be affiliated, and any of their affiliated companies, predecessors, successors and assigns, as well as their past or present officers, directors, agents, representatives, attorneys, insurers, re-insurers, assigns, or employees (collectively, the "Released Parties") from any and all claims under PAGA that are pled in Plaintiff's Complaint (including Labor Code § 558), or which could have been pled under the PAGA based on the factual allegations in Plaintiff's Complaint, that arose during the PAGA Period.

13. Upon entry of this Order and Judgment, the Court permanently enjoins and forever bars Plaintiff and the Aggrieved Employees from instituting or prosecuting any action against the Released Persons which was released as part of the Settlement Agreement. Without affecting the finality of this Order and Judgment in any way, the Court retains jurisdiction to enforce the terms of the Settlement.

14. Plaintiff shall file a declaration confirming the final distribution of funds on or before June 5, 2020.

IT IS SO ORDERED.

Dated: 09/19/2019

Holly J. Fujie

Holly J. Fujie / Judge

Honorable Holly J. Fujie
Judge of the Superior Court

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF LOS ANGELES

NOV 19 2018

Sherri R. Carter, Executive Officer/Clerk
BY _____ Deputy
Marisa Cervantes

JUN 15 2011
Sherri R. Carter, Executive Officer/Clerk
By: Cristina Grijalva, Deputy

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Attorneys for Plaintiff Silva and Aggrieved Employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

JORGE GONZALEZ, individually and on behalf of himself and other persons similarly situated,

Plaintiff,

vs.

CITISTAFF SOLUTIONS, INC., a California corporation; and DOES 1 through 30, inclusive,

Defendants.

LUIS SILVA, an individual, on behalf of himself and all others similarly situated,

Plaintiff,

vs.

CITISTAFF SOLUTIONS, INC., a California Corporation, and DOES 1 through 100,

Defendants.

Case No. BC620115 (Lead Case)
Case No. BC622512

[Assigned for all purposes to the Honorable David S. Cunningham III, Dept. 37]

~~[PROPOSED]~~ ORDER AND JUDGMENT GRANTING PLAINTIFF'S MOTION FOR APPROVAL OF SETTLEMENT CLAIMS BROUGHT UNDER THE PRIVATE ATTORNEYS GENERAL ACT, REASONABLE ATTORNEYS' FEES, COSTS, ENHANCEMENT PAYMENT, AND SETTLEMENT ADMINISTRATION EXPENSES

Date: September 27, 2018
Time: 8:30 a.m.
Dept.: 37
Reservation ID: 180409304435

Complaint Filed [Lead Case]: May 10, 2016
FSC: October 22, 2018
Trial Date: October 30, 2018

NOVEMBER 19, 2018

This matter came on regularly for hearing before this Court on ~~September 27, 2018~~ at 8:30 a.m. Having considered the parties' Joint Stipulation of Settlement and Release ("Settlement Agreement" or "Settlement"),[1] the documents and evidence presented in support thereof, and recognizing the disputed factual and legal issues involved in this case, the risks of further prosecution, the substantial benefits to be received by the State of California and the Aggrieved Employees pursuant to the Settlement, the fair, reasonable, and adequate nature of the settlement obtained as a result of good faith arm's-length negotiations between the parties, the Court hereby makes a final ruling that the settlement is approved pursuant to Labor Code section 2699(l). Good cause appearing therefor, the Court hereby GRANTS Plaintiffs' Motion for Approval of Settlement of Claims and ORDERS as follows:

1. The "Aggrieved Employees" shall be defined as:

> All persons who, at any time during the Settlement and Release Period were employed by Defendant in non-exempt hourly positions in the State of California who were provided with at least one wage statement.

2. "Defendant" means CitiStaff Solutions, Inc.

3. The "Settlement and Release Period" means from May 10, 2015 to September 12, 2016.

4. The Court hereby approves the Settlement as set forth in the Settlement Agreement as fair, reasonable, and adequate, and directs the parties to effectuate the Settlement according to the terms of the Settlement Agreement.

5. The Court orders that Defendant shall pay the Gross Settlement Amount of $275,000.00 to the Settlement Administrator on the following schedule, as provided for in the Settlement Agreement: Payment 1: $15,000.00, to be paid within five (5) business days from an Order from the Court approving this Settlement or June 1, 2018, whichever is later, representing Representative Plaintiffs' Enhancement Payments; Payment 2: $12,146.04 to be paid on July 1, 2018 representing Aggrieved Employees' Counsel Costs; Payment 3: $30,555.55 to be paid on August 1, 2018, representing the first 1/3 of the Aggrieved Employees' Counsel Fees; Payment 4: $30,555.55 to be paid on October 1, 2018, representing the second 1/3 of the Aggrieved

[1] All terms used in this Order shall have the same meaning as that assigned to them in the Settlement Agreement.

Employees' Counsel Fees; Payment 5: $30,555.55 to be paid on December 1, 2018, representing the third 1/3 of the Aggrieved Employees' Counsel Fees; Payment 6: $15,630.78 to be paid on January 1, 2019 representing the amounts distributable to the LWDA, Aggrieved Employees and Settlement Administration Costs; Payments 7 through 18: $12,777.78 to be paid monthly, commencing on February 1, 2019 through December 1, 2019, to be paid on the first date of each month, representing the amounts distributable to the LWDA, Aggrieved Employees and Settlement Administration Costs.[2] See Settlement, § III.H.2.

6. The Court hereby approves, as to form and content, the Notice of Settlement submitted by the parties.

7. The Court hereby appoints CPT Group, Inc. as Settlement Administrator.

8. Within fifteen (15) business days of settlement approval, CitiStaff will provide CPT with a list containing the Aggrieved Employees' names, last known addresses, last known telephone numbers, and social security numbers.

9. CPT Group, Inc. is directed to mail the individual settlement payments and Notice of Settlement to the Aggrieved Employees within ten (10) days of receipt of the Defendant's final payment of the Gross Settlement Amount.

10. The Court finds that attorneys' fees in the amount of $91,666.66 for Plaintiffs' counsel, and reimbursement of litigation costs of ~~$12,147.00~~ $11,842.95 to Plaintiffs' counsel, are fair, reasonable, and adequate, and orders that the Settlement Administrator distribute these payments to Plaintiffs' Counsel as provided for in the Settlement Agreement.

11. The Court orders that the Settlement Administrator shall be paid up to $65,000.00 for all of its work done and to be done until the completion of this matter, and finds that sum appropriate.

12. The Court finds that Representative Plaintiff Enhancement Payments of $5,000.00 each to Plaintiffs Jorge Gonzalez, Teresa Nieto, and Luis Silva for a total amount of $15,000.00, is

[2] The parties have agreed and this Court approves that to the extent that any of the payment deadlines fall prior to the date that this Court issues its approval order, CitiStaff will make any payments on the due dates with the Settlement Administrator holding the funds in escrow.

fair and reasonable in recognition of the unique contributions they have made and the risks they undertook, on behalf of the Aggrieved Employees and the State of California, and orders that the Settlement Administrator distribute this payment to Plaintiffs as provided for in the Settlement Agreement.

13. The Court finds that the amount of $68,389.75, representing 75% of the $91,186.34 allocated as PAGA penalties in this action, to be paid to the California Labor and Workforce Development Agency ("LWDA") as provided for by the Settlement, is fair, adequate, and reasonable, and orders that payment be made to the LWDA in accordance with the terms of the Settlement Agreement.

14. The court approves the limited scope of the release. Following entry of this Order and Final Judgment, Representative Plaintiffs and Aggrieved Employees will have released all Released Claims against Released Persons, meaning that PAGA civil penalties recoverable under any theory of liability upon which such civil penalties under the PAGA could have been recovered based upon the allegations in the operative Complaint, including specifically any and all claims, causes of action, damages, wages, benefits, expenses, penalties, interest, debts, liabilities, demands, obligations, attorneys' fees, costs, and any other form of relief or remedy in law, equity, or whatever kind or nature that were asserted or could have been asserted pursuant to Labor Code §§ 558 or 2698 et seq. for violation of Labor Code Section 226.

15. Upon entry of this Final Order and Judgment, the Court permanently enjoins and forever bars the Representative Plaintiffs, Aggrieved Employees' Counsel, or the Aggrieved Employees from instituting or prosecuting any action against the Released Persons which was resolved as part of the Settlement. Without affecting the finality of this Final Order and Judgment in any way, the Court retains jurisdiction to enforce the terms of the Settlement. Plaintiffs shall file a declaration confirming the final distribution of funds on or before JANUARY 21, 2020 ~~2019~~.

IT IS SO ORDERED.

Dated: 11-19-2018

By: _____
Honorable David S. Cunningham III
Judge of the Superior Court

EXHIBIT 5

EXHIBIT 6

From:	Davila, Cameron J.
To:	Susan Perez; Johnson, Tim
Cc:	Paul Haines; Fletcher Schmidt; Matthew K. Moen; Jonathan Ramirez; Valerina Cifuentes
Subject:	RE: Daisy Martinez v. VF Outdoor, LLC - Notice of Ex Parte Application for October 29, 2026
Date:	Monday, October 5, 2026 12:24:25 PM

Confirmed, thank you.

Cameron J. Davila | Ogletree Deakins
4660 La Jolla Village Drive, Suite 900 | San Diego, CA 92122 | Telephone: 858-652-3047
cameron.davila@ogletree.com | www.ogletree.com | Bio

From: Susan Perez <sperez@haineslawgroup.com>
Sent: Monday, October 5, 2026 12:21 PM
To: Johnson, Tim <tim.johnson@ogletreedeakins.com>; Davila, Cameron J. <cameron.davila@ogletree.com>
Cc: Paul Haines <phaines@haineslawgroup.com>; Fletcher Schmidt <fschmidt@haineslawgroup.com>; Matthew K. Moen <mmoen@haineslawgroup.com>; Jonathan Ramirez <jramirez@haineslawgroup.com>; Valerina Cifuentes <vcifuentes@haineslawgroup.com>
Subject: Daisy Martinez v. VF Outdoor, LLC - Notice of Ex Parte Application for October 29, 2026

[Caution: Email received from external source]

Hello Tim & Cameron:

Please be advised that on Thursday, October 29, 2026, at 8:45 a.m., in Department C-71 of the San Diego County Superior Court, located at 330 W. Broadway, San Diego, California, 92101, Plaintiff will be applying for *ex parte* relief. Specifically, Plaintiff will request the court approve the parties' Joint Stipulation to Approve Settlement of Claims Brought Under the Private Attorneys General Act, Labor Code section 2698 *et seq*.

Cameron, I updated the stipulation you previously approved with the updated hearing date and the "*ex parte*" designation. Please confirm that we may e-sign for you on the attached stipulation. We must file today in order to provide the California Labor and Workforce Development Agency with 16 court days' notice of the filing.

Thank you,

Susan J. Perez, Esq.
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