

**BLUMENTHAL NORDREHAUG BHOWMIK
DE BLOUW LLP**

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Attorneys for Plaintiff Michael Lewis

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF SAN BERNARDINO**

Coordination Proceeding Special Title
(Cal. Rules of Ct., Rule 3.550)

PETCO WAGE AND HOUR CASES

Included actions:

*Villescas v. Petco Animal Supplies Stores,
Inc., et al.*

*Lewis v. Petco Animal Supplies Stores,
Inc., et al.*

*Harrison v. Petco Animal Supplies Stores,
Inc., et al.*

Case No.: JCCP5347
(Lead Case No. CIVSB2306447)

**DECLARATION OF KYLE NORDREHAUG
IN SUPPORT OF UNOPPOSED MOTION
TO APPROVE PAGA SETTLEMENT**

Assigned for All Purposes to:
Hon. Jeffrey R. Ericson
Dept.: V12

Hearing Date: December 10, 2026
Time: 8:35 a.m.

Complaint Filed (Lead): March 14, 2023
Trial Date: Not Set

1 I, Kyle Nordrehaug, declare as follows:

2 1. I am a partner of the law firm of Blumenthal Nordrehaug Bhowmik De Blouw LLP
3 (“BNBD”), attorneys for Plaintiff Michael Lewis. As such, I am fully familiar with the facts, pleadings
4 and history of this matter. I am submitting this declaration in support of the Unopposed Motion to
5 Approve PAGA Settlement in this matter. The following facts are within my own personal knowledge,
6 and if called as a witness, I could and would testify competently to the matters stated herein.

7 2. A declaration is being submitted in support of the Motion for an Order granting approval of
8 the Private Attorneys General Act of 2004, California Labor Code § 2698 et seq. (“PAGA”)
9 representative action settlement. The settlement reached between Plaintiffs Robert Villescas,
10 Michael Lewis, and Alanna Harrison (collectively, “Plaintiffs”) and Defendant Petco Animal
11 Supplies Stores, Inc. (“Defendant” or “Petco”) is set forth in the Joint Stipulation of PAGA
12 Settlement (“Settlement Agreement” or “Settlement”) submitted with the Motion.

13
14 Experience of BNBD

15 3. I have represented hundreds of thousands of employees in hundreds of legal matters,
16 including PAGA lawsuits and hundreds of employment class actions. Blumenthal Nordrehaug
17 Bhowmik De Blouw LLP’s practice is devoted almost entirely to the prosecution of wage and hour
18 class action and PAGA action matters. The attorneys at Blumenthal Nordrehaug Bhowmik De
19 Blouw LLP have been appointed lead counsel in hundreds of contested motions for class
20 certification including many consolidated wage and hour matters.

21 (a) Blumenthal Nordrehaug Bhowmik De Blouw LLP was responsible for
22 handling the briefing and argument that resulted in the landmark ruling of *Sakkab v. Luxottica Retail*
23 *N. Am., Inc.*, 803 F.3d 425 (9th Cir. 2015). There, Blumenthal Nordrehaug Bhowmik De Blouw LLP
24 overcame opposition by Littler Mendelson and amici Curiae briefs submitted by Mayer Brown LLP
25 to persuade the Ninth Circuit of the importance of the substantive rights of the State of California
26 under the California Private Attorney General Act of 2004 (“PAGA”). Blumenthal Nordrehaug
27 Bhowmik De Blouw LLP took the lead on this case where the ruling was the reaffirmation of the
28

1 PAGA statute and the Iskanian rule. Blumenthal Nordrehaug Bhowmik De Blouw LLP also has
2 engaged in noted appellate work on the subject of class actions in the California Court of Appeals
3 resulting in the opinions handed down in *Securitas Sec. Services USA, Inc. v. Superior Court*, 234
4 Cal. App. 4th 1109, 184 Cal. Rptr. 3d 568 (2015) (class or representative action waiver in an
5 employment-related arbitration agreement was unenforceable); *Altman v. Solarcity Corp.*, No.
6 D067582, 2016 Cal. App. Unpub. LEXIS 3536 (Ct. App. May 13, 2016) (same). In 2015,
7 Blumenthal Nordrehaug Bhowmik De Blouw LLP received an award from the Daily Journal for Top
8 Appellate Reversal, and I received an award from the Daily Journal as Top Labor & Employment
9 Attorney 2016.

10 (b) Blumenthal Nordrehaug Bhowmik De Blouw LLP has litigated hundreds of
11 PAGA claims. In particular, in the last several years Blumenthal Nordrehaug Bhowmik De Blouw
12 LLP negotiated court-approved PAGA settlements with: (i) Mattress Firm in the amount of
13 \$3,750,000 (*Miller v. Mattress Firm*, Santa Clara County Superior Court Case No. 17CV313148);
14 (ii) CH Robinson in the amount of \$630,000 (*Poublon v. C.H. Robinson*, U.S.D.C. Central District
15 of California Case No. 12-06654); (iii) Accentcare in the amount of \$500,000 (*Lanuza v.*
16 *Accentcare*, San Francisco Superior Court Case No. CGC-18-565521); (iv) Prime Healthcare in the
17 amount of \$700,000 (*Ortega v. Prime Healthcare Paradise Valley, LLC*, Superior Court of
18 California for the County of San Diego, Case No. 37-2014-00011240); (v) Planet Beauty in the
19 amount of \$200,000 (*Sanchez v. Beena Beauty Holding, Inc.*, Superior Court of California for the
20 County of Los Angeles, Case No. BC566065); (vi) Holman Automotive Group in the amount of
21 \$580,000 (*Gabriel v. KUNI SDI, LLC*, et al., Superior Court of California for the County of San
22 Diego, Case No. 37-2017-00025191); (vii) Aircraft Service International in the amount of
23 \$1,100,000 (*Martin v. Aircraft Service International, Inc.*, et al., Superior Court of California,
24 County of San Francisco Case No. CGC-18-566072); (viii) Easy Driving School in the amount of
25 \$896,000 (*Thomas v. Easy Driving School*, Superior Court for the County of San Diego, Case No.
26 37-2018-00047639); (ix) Café Rio in the amount of \$835,000 (*Quincho v. Café Rio*, Superior Court
27 for the County of San Bernardino, Case No. CIVDS2011822); (x) Altamed in the amount of
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1 \$1,570,000 (*Meek v. Altamed Health Services*, Superior Court for the County of Los Angeles, Case
2 No. 20STCV47464); (xi) Lululemon in the amount of \$1,200,000 (*O'Donnell v. Lululemon USA,*
3 *Inc.*, Superior Court for the County of Ventura, Case No. 56-2020-00542441); (xii) Yourmechanic in
4 the amount of \$1,285,000 (*Provost v. Yourmechanic, Inc.*, Superior Court for the County of San
5 Diego, Case No. 37-2017-00024056); (xiii) Oakhurst in the amount of \$380,000 (*Neff v. Oakhurst*
6 *Industries*, Superior Court for the County of Los Angeles, Case No. 21STCV21110); (xii) Gurnick
7 Academy of Medical Arts in the amount of \$545,000 (*Serna v. Gurnick Academy of Medical Arts,*
8 Superior Court for the County of San Mateo, Case No. 22-CIV-01185); (xiii) *Gonzalez v. Lancaster*
9 *Hospital Corporation* (Los Angeles Superior Court Case No. 22AVCV00254); and, (xiv) Prime
10 Healthcare in the amount of \$1,835,000 (*Abdelmark v. Prime Healthcare* (San Bernardino Superior
11 Court Case No. CIVSB2127232). Based upon our significant experience litigating claims for PAGA
12 penalties, the opinion of experience counsel is that this is an excellent settlement and the PAGA
13 Payment here is greater on a per pay period basis than similar settlements that my firm has
14 previously negotiated, and which courts have approved.

15 (c) Then Chief Judge Irma Gonzales in a consolidated class action representing
16 hundreds of armed forces officers held that Blumenthal Nordrehaug Bhowmik De Blouw LLP was
17 "qualified counsel with extensive experience in class action litigation." *McPhail v. First Command*
18 *Fin. Planning, Inc.*, 247 F.R.D. 598, 611 (S.D. Cal. 2007). Examples of other contested actions
19 where class certification was granted Blumenthal Nordrehaug Bhowmik De Blouw LLP was
20 appointed lead class counsel in wage and hour class actions in Federal Court include *Schulz v.*
21 *Qualxserv, LLC*, 2012 U.S. Dist. LEXIS 58561 (S.D. Cal. 2012); *Dobrosky v. Arthur J. Gallagher*
22 *Serv. Co., LLC*, No. EDCV 13-0646 JGB (SPx), 2014 U.S. Dist. LEXIS 106345 (C.D. Cal. July 30,
23 2014); *Culley v. Lincare Inc.*, No. 2:15-cv-00081-MCE-CMK, 2016 U.S. Dist. LEXIS 105704 (E.D.
24 Cal. Aug. 10, 2016); *Nelson v. Avon Prods.*, No. 13-cv-02276-BLF, 2015 U.S. Dist. LEXIS 51104
25 (N.D. Cal. Apr. 17, 2015); *Orozco v. Illinois Tool Works*, U.S.D.C. Case No. 14-cv-02113-MCE,
26 2016 U.S. Dist. LEXIS 158115 (E.D. Cal. February 17, 2017); *Metrow v. Liberty Mutual*, U.S.D.C.
27 Case No. EDCV 16-1133 JGB (C.D. Cal. May 1, 2017). Some examples of heavily contested State
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1 Court wage and hour class actions where class certification was obtained and BNBD was appointed
2 lead class counsel include *Vakili v. Dignity Health, et al.*, San Francisco Superior Court, Case No.
3 CGC-18-569456 (December 16, 2021); *Armstrong v. Ruan Transport*, San Bernardino Superior
4 Court, Case No. CIVDS1605897 (August 11, 2020); *Spears v. Health Net of California*, Sacramento
5 County Superior Court, Case No. 34-2017-00210560 (Oct. 8, 2019); *El Pollo Loco Wage and Hour*
6 *Cases*, Orange County Superior Court, JCCP Case No. 4957 (July 30, 3018); *Torrento v. Lucile*
7 *Packard Children's Hospital*, Santa Clara County Superior Court Case No. 2016-1-CV-291035 (July
8 17, 2018); *Salem v. Alliance*, San Bernadino Superior Court, Case No. CIVRS1401129 (March 8,
9 2016); *Rivers v. Veolia*, Sonoma County Superior Court Case No. SCV 255350 (March 9, 2016);
10 *Mathies v. Union Bank*, San Francisco Superior Court Case No. CGC-10-498077 (Sept. 11, 2013);
11 *Jefferson v. Bottling Co, LLC*, Orange County Superior Court Case No. 30-2009-00180102-CU-OE-
12 CXC (Sept. 7, 2010); *Rangel v. Balboa Ambulance Co.*, 37-2008-00095700-CU-BT-CTL (Fe. 11,
13 2010); *Tan v. CSAA*, Orange County Superior Court, Case No. 30-2008-00231219 (Nov. 23, 2009).

14 (d) Over the course of the litigation, a number of attorneys in my firm have
15 worked on this matter. Their credentials are reflected in the Blumenthal Nordrehaug Bhowmik De
16 Blouw LLP firm resume, a true and correct copy of which is attached hereto as Exhibit #1. Some of
17 the major cases our firm has undertaken are also set forth in Exhibit #1. The bulk of the attorneys
18 involved in this matter at Blumenthal Nordrehaug Bhowmik De Blouw LLP have had extensive
19 representative and class litigation experience, much of it in the area of employment class actions,
20 unfair business practices and other complex litigation. The attorneys at my firm have extensive
21 experience in cases involving labor code violations and overtime claims. Class Counsel has litigated
22 similar wage and hour cases against other employers on behalf of employees, including cases against
23 Permanente Medical, Sharp Healthcare, Walmart, Legoland, See's Candies, Securitas, Okta, El
24 Pollo Loco, Automobile Association, Marriott, Total Renal, Solarcity, Penske, Universal Protection
25 Services, Panda Express, Redfin, Instacart, Verizon, Apple, Wells Fargo, Kaiser, Culinart, Space
26 Exploration, Time Warner, and California State Automobile Association. It is this level of
27 experience which enabled the firm to undertake the instant matter and to successfully combat the
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resources of the defendants and their capable and experienced counsel. On account of the concerted and dedicated effort this case required in order to properly handle and prosecute, Class Counsel were precluded from taking other cases, and in fact, had to turn away other potential fee generating cases.

The Settlement and Its Terms Are Fair, Reasonable and Adequate:

4. On February 13, 2023, Plaintiff Lewis filed with the LWDA and served on Defendant a notice under Labor Code section 2699.3, stating that Plaintiff Lewis intended to serve as a proxy of the LWDA to recover civil penalties on behalf of Aggrieved Employees for alleged Labor Code violations (the “Lewis PAGA Notice”). A true and correct copy of the Lewis PAGA Notice is attached hereto as Exhibit #2. The Lewis PAGA Notice alleged violations of California Labor Code §§ 201, 202, 203, 204 *et seq.*, 210, 221, 226(a), 226.7, 227.3, 246, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 11070(14) (Failure to Provide Seating), and the applicable Industrial Welfare Commission Wage Order(s), and attached a copy of the complaint by Plaintiff Lewis as an exhibit to the Lewis PAGA Notice. The LWDA elected not to investigate the alleged violations. Accordingly, by operation of law (Labor Code § 2699(a) and § 2699.3(a)), Plaintiff Lewis was “deputized” to proceed with a civil lawsuit for civil penalties under PAGA.

5. On April 25, 2023, Plaintiff Michael Lewis filed a representative civil action entitled *Michael Lewis v. Petco Animal Supplies Stores, Inc.*, Orange County Superior Court Case No. 30-2023-01321144-CU-OE-CXC, asserting claims on behalf of the State of California and aggrieved employees pursuant to PAGA, and alleging violations of the California Labor Code and applicable Wage Orders based on the factual allegations set forth therein. On July 5, 2023, Plaintiff Michael Lewis filed a First Amended Complaint. On or about July 26, 2025, the Superior Court of California ordered that the *Villescas*, *Lewis*, and *Harrison* actions be coordinated for all purposes under Judicial Council Coordination Proceeding No. 5347, entitled *Petco Wage and Hour Cases*, with the San Bernardino County Superior Court designated as the coordination court.

6. On January 9, 2026, the Parties attended private mediation with experienced wage

1 and hour mediator, Tripper Ortman, which resulted in a settlement. The Parties reached a settlement
2 of the Action for the Gross Settlement Amount of \$2,220,000.00.

3 7. In this case, the Settlement reached in the total non-reversionary amount of
4 \$2,220,000.00 as the Gross Settlement Amount, as set forth in the Agreement, is the product of
5 substantial effort by the Parties and counsel should be approved as fair, reasonable and adequate.
6 The Settlement was the result of arms-length negotiations during mediation and extensive follow up
7 thereafter between experienced counsel. The Settlement was only reached after factual and legal
8 investigation and research, careful evaluation of the respective parties' strengths and weaknesses, and
9 diligent negotiation efforts. The settlement is a negotiated compromise which took into account
10 risks related to liability, penalties, and all the defenses asserted by Defendant. I believe in the
11 fairness of the settlement that is based on factoring in the uncertainty and risks to Plaintiffs involved
12 in not prevailing on the PAGA claim or the theories alleged and potential for appeals. Based on the
13 foregoing data and our own independent investigation and evaluation, I am of the opinion that the
14 settlement with the Defendant for the consideration and on the terms set forth in the Settlement is
15 fair, reasonable, and adequate in light of all known facts and circumstances, including the risk of
16 significant delay, the defenses asserted by Defendant, and numerous potential appellate issues.

17 8. PAGA Counsel seek approval of attorneys' fees from the PAGA settlement in the
18 amount of \$777,500 representing 35% of the \$2,220,000.00 Gross Settlement Amount. The
19 attorneys' fees shall be allocated among PAGA Counsel as follows: 1/3 to James Hawkins, APLC,
20 1/3 to Blumenthal Nordrehaug Bhowmik De Blouw LLP, and 1/3 to ARCH Legal, P.C. The
21 payment of attorneys' fees to PAGA Counsel under the Agreement is supported by several factors.
22 First, the requested fees are justified by the result achieved. Plaintiffs' Counsel negotiated a
23 recovery of \$2,220,000, and this result justifies the requested fees equal to one third of this recovery.
24 This percentage is within the standard contingent recovery percentage of one-third, and this
25 percentage is what was expressly approved by the Supreme Court in *Laffitte v. Robert Half Int'l Inc.*,
26 1 Cal.5th 480, 504, (2016). Second, the fee award is justified by the work performed and
27 contributions to the case. Third, the consideration of the enhancement factors justifies the
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1 enhancement of the lodestar. Courts multiply the lodestar by a factor to account for the risk of non-
2 payment, delay in payment, the quality of work, and the novelty and difficulty of the issues involved.

3
4 10. **Lodestar.** As detailed in the accompanying billing statement for my firm, a true and
5 correct copy of which is attached hereto as Exhibit #3, the current lodestar for my firm in this matter
6 as of September 18, 2026 is \$ **118,795.00** for more than 168 hours of work prosecuting the claims
7 being resolved by this Settlement.

8
9 11. **Hourly Rates.** The hourly rates for staff at Blumenthal Nordrehaug Bhowmik De
10 Blouw LLP are as follows: Partner Attorneys from \$850 to \$995, Associate Attorneys from \$450 to
11 \$750, Paralegals from \$250 to \$275. My firm's hourly rates are based upon the Laffey Matrix with
12 the appropriate 2% increase adjustment for Southern California. A true and correct copy of the
13 current Laffey Matrix is attached hereto as Exhibit #4. These hourly rates have been approved by
14 Court's throughout California, including the Courts in the Superior Court of California. Finally, the
15 reasonableness of Class Counsel's hourly rates is further confirmed by comparing such rates with the
16 rates of comparable counsel practicing complex and class litigation as detailed in the National Law
17 Journal Billing Survey. See e.g. *Zest IP Holdings, LLC v. Implant Direct MFG., LLC*, 2014 U.S.
18 Dist. LEXIS 167563 (S.D. Cal. 2014) (finding that "Mayer Brown's \$775 average billing rate for
19 partners" and "Mayer Brown's \$543 average associate billing rate" are reasonable rates when
20 compared within 21 other firms practicing in the Southern District of California.) This survey is
21 useful to show that Class Counsel's rates are in line with the comparable rates of the defense counsel
22 that opposes these types of class claims. In another example from several years ago, Sheppard
23 Mullin Richter & Hampton, who is opposing counsel in many cases prosecuted by Class Counsel
24 (one of the most frequent opposing counsel), charged rates as high as \$875 for partners and \$535 for
25 associates. Similarly, Paul Hastings, another opposing counsel in these types of cases, in years past,
26 historically charged between \$900 and \$750 for partners and \$755 and \$335 for associates. Thus,
27 the rates charged by my firm for comparable work are less than these examples and are therefore
28

1 undoubtedly reasonable.

2 12. The rates used by my firm are general Southern California rates. We also felt that the
3 use of Southern California rates in general is reasonable given the Class is located geographically
4 throughout California. The rates used by my firm are between \$850 and \$950 for partners, \$450 and
5 \$750 for associate attorneys depending on experience, and \$250 for paralegals. As discussed in the
6 motion, these rates are based on the Laffey Matrix with a Southern California adjustment. A true and
7 correct copy of the current Laffey Matrix is attached hereto as Exhibit #4. This Laffey Matrix provides
8 the following billing rates: (1) paralegals - \$258, (2) attorneys 1 to 3 years - \$473, (2) attorneys 4 to 7
9 years - \$581, (3) attorneys 8 to 10 years - \$839, (4) attorneys 11 to 19 years - \$948, and (5) attorneys
10 with 20+ years - \$1,141. The rates used are consistent with this Laffey Matrix, and in most instances,
11 below the Laffey Matrix. The Laffey Matrix has been relied upon to establish market rates. See, e.g.,
12 *Syers Properties III, Inc. v. Rankin*, 226 Cal.App.4th 691, 702 (2014) [finding no abuse of discretion
13 in employing Laffey matrix in San Francisco litigation].) “The Laffey Matrix is a United States
14 Department of Justice billing matrix that provides billing rates for attorneys at various experience
15 levels in the Washington, D.C., area and can be adjusted to establish comparable billing rates in other
16 areas using data from the United States Bureau of Labor Statistics.” *Pasternack v. McCullough*, 65
17 Cal.App.5th 1050, 1057, fn. 5 (2021). There is no specific adjustment provided by the federal
18 government for San Bernardino, only the Los Angeles, Orange and San Diego metro areas, which
19 adjust the Laffey Matrix higher.

20 13. A good source of market rates are prior awards in class settlements, which rates are for
21 complex litigation and therefore higher than normal attorney rates. The hourly rate set by the trial
22 court must be “within the range of reasonable rates charged by and judicially awarded comparable
23 attorneys for comparable work.” *Children’s Hospital & Medical Center v. Bonta*, 97 Cal.App.4th 740,
24 783 (2002). In looking at published fee awards in the Riverside / San Bernardino area, in 2019, Judge
25 Bernal, who handles cases in Riverside, has approved the following rates in class settlement approval:
26 “\$875 for McLane, who has 32 years of experience; \$600 for Battle, who has 10 years of experience;
27 \$875 for Kaye, who has 30 years of experience; \$715 for Goodman, who has 15 years of experience;
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1 \$640 for Goad, who has 13 years of experience; \$480 for Hamme, who has six years of experience;
2 \$390 for Hill, who has four years of experience; and \$390 for Fruitwala, who has four years of
3 experience.” *McKibben v. McMahon*, 2019 U.S. Dist. LEXIS 34110, *41 (C.D. Cal. 2019). In 2020,
4 Judge Bernal approved the following rates in a class action award in a contested motion: C. Brooks
5 Cutter (20+ year attorney) at \$900, John Parker (17 year attorney) at \$650, and Celine Cutter (4 year
6 attorney) at \$300. *Pike v. Cty of San Bernardino*, 2020 U.S. Dist. LEXIS 40404, *, 2020 WL 1049912
7 (C.D. Cal. 2020). The rates billed by my firm are comparable to the above rates, particularly given
8 these examples were more than five years ago.

9
10 14. **Expenses.** The litigation expenses incurred by my firm in the amount of **\$5,450.00**
11 were all reasonably necessary to the litigation of the claims resolved by this settlement and are
12 detailed in Exhibit #3, attached hereto, which is a true and correct copy of my firm’s billing
13 statement for this matter.

14
15 I declare under the penalty of perjury under the laws of the State of California that the
16 foregoing is true and correct. Executed this 18th day of September, 2026, at La Jolla, California.

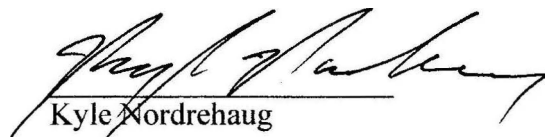
17
18 
19 Kyle Nordrehaug

EXHIBIT #1

Blumenthal Nordrehaug Bhowmik De Blouw LLP

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Tel: (858) 551-1223

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FIRM RESUME

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

ATTORNEY BIOGRAPHIES

Norman B. Blumenthal

Partner, Blumenthal Nordrehaug Bhowmik De Blouw LLP (2018 to present)

Practice Areas: Consumer and Securities Class Action, Civil Litigation, Wage and Hour Class Actions, Transactional Law

Admitted: 1973, Illinois; 1976, California

Biography: Law Clerk to Justice Thomas J. Moran, Illinois Supreme Court, 1973-1975, while on Illinois Court of Appeals. Instructor, Oil and Gas Law: California Western School of Law, 1981; University of San Diego School of Law, 1983. Sole Practitioner 1976-1987. Partner, Blumenthal & Ostroff, 1988-1995. Partner, Blumenthal, Ostroff & Markham, 1995-2001. Partner, Blumenthal & Markham, 2001-2007. Partner, Blumenthal & Nordrehaug, 2007. Partner, Blumenthal, Nordrehaug & Bhowmik, 2008-2018. Partner, Blumenthal Nordrehaug Bhowmik De Blouw LLP, 2018 - present.

Member: San Diego County, Illinois State and American Bar Associations; State Bar of California.

Educated: University of Wisconsin (B.A., 1970); Loyola University of Chicago (J.D., 1973);

Summer Intern (1971) with Harvard Voluntary Defenders

Kyle R. Nordrehaug

Partner, Blumenthal Nordrehaug Bhowmik De Blouw LLP (2018 to present)

Practice Areas: Consumer and Securities Class Actions, Wage and Hour Class Actions, Civil Litigation

Admitted: 1999, California

Biography: Associate, Blumenthal, Ostroff & Markham, 1999-2001. Associate, Blumenthal & Markham, 2001-2007. Partner, Blumenthal & Nordrehaug, 2007. Partner, Blumenthal, Nordrehaug & Bhowmik, 2008-2017

Member: State Bar of California, Ninth Circuit Court of Appeals, Third Circuit Court of Appeals

Educated: University of California at Berkeley (B.A., 1994); University of San Diego School of Law (J.D. 1999)

Awards: Top Labor & Employment Attorney 2016; Top Appellate Reversal - Daily Journal 2015; Super Lawyer 2015-2018

Aparajit Bhowmik

Partner, Blumenthal Nordrehaug Bhowmik De Blouw LLP (2018 to present)

Practice Areas: Civil Litigation; Consumer Class Actions, Wage and Hour Class Actions

Admitted: 2006, California

Educated: University of California at San Diego (B.A., 2002); University of San Diego School of Law (J.D. 2006)

Biography: Partner, Blumenthal, Nordrehaug & Bhowmik, 2008-2017

Awards: Rising Star 2015

Nicholas J. De Blouw

Partner, Blumenthal Nordrehaug Bhowmik De Blouw LLP (2018 to present)

Practice Areas: Civil Litigation; Consumer Class Actions, Wage and Hour Class Actions

Admitted: 2011, California

Educated: Wayne State University (B.A. 2008); California Western School of Law (J.D. 2011)

Piya Mukherjee

Associate Attorney

Practice Areas: Civil Litigation; Consumer Class Actions, Wage and Hour Class Actions

Admitted: 2010, California

Educated: University of California, San Diego (B.S. 2006); University of Southern California, Gould School of Law (J.D. 2010)

Victoria Rivapalacio

Associate Attorney

Practice Areas: Civil Litigation; Consumer Class Actions, Wage and Hour Class Actions

Admitted: 2011, California

Educated: University of California at San Diego (B.A., 2003); George Washington University Law School (J.D. 2010)

Ricardo Ehmman

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2018, California; 2004, Nevada

Educated: University of California, San Diego (B.A. 1998); Loyola Law School (J.D. 2001)

Jeffrey S. Herman

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2011, California; 2016 Arizona

Educated: University of Michigan (B.A. 2008); California Western School of Law (J.D. 2011)

Charlotte James

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2016, California

Educated: San Diego State University; California Western School of Law

Christine Levu

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2012, California

Educated: University of California, Irvine; California Western School of Law

Andrew Ronan

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2016, California

Educated: Arizona State University; University of San Diego School of Law

Scott Blumenthal

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2020, New Mexico

Educated: University of Southern California; California Western School of Law

Sergio Julian Puche

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2013, California

Educated: University of California, Irvine; California Western School of Law

Trevor Moran

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2020, California

Educated: University of Rhode Island; California Western School of Law

Adolfo Sanchez Contreras

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2024, California; 2014, Mexico

Educated: The Juarez University

Justin Hewgill

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2008, California,

Education: University of California, Riverside (B.A. 2005); University of California, Berkeley, School of Law (2005)

REPORTED CASES

Sakkab v. Luxottica Retail N. Am., Inc., 803 F.3d 425 (9th Cir. 2015) (The panel reversed the district court's order granting Luxottica Retail North America, Inc.'s motion to compel arbitration of claims and dismissing plaintiff's first amended complaint, in a putative class action raising class employment-related claims and a non-class representative claim for civil penalties under the Private Attorney General Act.);

Securitas Security Services USA, Inc. v. Superior Court, 234 Cal. App. 4th 1109 (Cal. Feb. 27, 2015) (Court of Appeal concluded the trial court correctly ruled that *Iskanian* rendered the PAGA waiver within the parties' dispute resolution agreement unenforceable. However, the Court of Appeal then ruled the trial court erred by failing to invalidate the non-severable class action waiver from the agreement and remanded the entire complaint, including class action and PAGA claims, be litigated in the Superior Court);

Sussex v. United States Dist. Court for the Dist. of Nev., 781 F.3d 1065 (9th Cir. 2015) (The panel determined that the district court clearly erred in holding that its decision to intervene mid-arbitration was justified under *Aerojet-General*. Specifically, the panel held that the district court erred in predicting that an award issued by the arbitrator would likely be vacated because of his "evident partiality" under 9 U.S.C. § 10(a)(2).);

Provost v. YourMechanic, Inc., 2020 Cal. App. Lexis 955 (Oct. 15, 2020) (Court of Appeals affirmed denial of arbitration of PAGA claim, and held in a case of first impression, that there was no additional standing rules for PAGA claim brought by independent contractor); In re Tobacco Cases II, 41 Cal. 4th 1257 (2007); Washington Mutual Bank v. Superior Court, 24 Cal. 4th 906 (2001); Rocker v. KPMG LLP, 148 P.3d 703; 122 Nev. 1185 (2006); PCO, Inc. v. Christensen, Miller, Fink, Jacobs, Glaser, Weil & Shapiro, LLP, 150 Cal. App. 4th 384 (2007); Hall v. County of Los Angeles, 148 Cal. App. 4th 318 (2007); Coshov v. City of Escondido, 132 Cal. App. 4th 687 (2005); Daniels v. Philip Morris, 18 F.Supp 2d 1110 (S.D. Cal.1998); Gibson v. World Savings & Loan Asso., 103 Cal. App. 4th 1291 (2003); Jordan v. Department of Motor Vehicles, 75 Cal. App. 4th 445 (1999); Jordan v. Department of Motor Vehicles, 100 Cal.App. 4th 431 (2002); Norwest Mortgage, Inc. v. Superior Court, 72 Cal.App.4th 214 (1999); Hildago v. Diversified Transp. Sya, 1998 U.S. App. LEXIS 3207 (9th Cir. 1998); Kensington Capital Mgal. v. Oakley, Inc., 1999 U.S. Dist LEXIS 385; Fed.Sec.L.Rep. (CCH) P90, 411 (1999 C.D. Cal.); Lister v. Oakley, Inc., 1999 U.S. Dist. LEXIS 384; Fed. Sec. L. Rep. (CCH) P90,409 (C.D. Cal. 1999); Olszewski v. Scripps Health, 30 Cal. 4th 798 (2003); Steroid Hormone Product Cases, 181 Cal. App. 4th 145 (2010); Owen v. Macy's, Inc., 175 Cal. App. 4th 462 (2009); Taiheiyo Cement Corp. v. Superior Court, 117 Cal. App. 4th 380 (2004); Taiheiyo Cement Corp. v. Superior Court, 105 Cal.App. 4th 398 (2003); McMeans v. Scripps Health, Inc., 100 Cal. App. 4th 507 (2002); Ramos v. Countrywide Home Loans, 82 Cal.App. 4th 615 (2000); Tevssier v. City of San Diego, 81 Cal.App. 4th 685 (2000); Washington Mutual Bank v. Superior Court, 70 Cal. App. 4th 299 (1999); Silvas v. E*Trade Mortg. Corp., 514 F.3d 1001 (9th Cir. 2008); Silvas v. E*Trade Mortg. Corp., 421 F. Supp. 2d 1315 (S.D. Cal. 2006); McPhail v. First Command Fin. Planning, Inc., 2009 U.S. Dist. LEXIS 26544 (S.D. Cal. 2009); McPhail v. First Command Fin. Planning, Inc., 251 F.R.D. 514 (S.D. Cal. 2008); McPhail v. First Command Fin. Planning, Inc., 247 F.R.D. 598 (S.D. Cal. 2007); Barcia v. Contain-A-Way, Inc., 2009 U.S. Dist. LEXIS 17118 (S.D. Cal. 2009); Barcia v. Contain-A-Way, Inc., 2008 U.S. Dist. LEXIS 27365 (S.D. Cal. 2008); Wise v. Cubic Def. Applications, Inc., 2009 U.S. Dist. LEXIS 11225 (S.D. Cal. 2009); Gabisan v. Pelican Prods., 2009 U.S. Dist. LEXIS 1391 (S.D. Cal. 2009); La Jolla Friends of the Seals v. Nat'l Oceanic & Atmospheric Admin. Nat'l Marine Fisheries Serv., 630 F. Supp. 2d 1222 (S.D. Cal. 2009); La Jolla Friends of the Seals v. Nat'l Oceanic & Atmospheric Admin. Nat'l Marine Fisheries Serv., 2008 U.S. Dist. LEXIS 102380 (S.D. Cal. 2008); Louie v. Kaiser Found. Health Plan, Inc., 2008 U.S. Dist. LEXIS 78314 (S.D. Cal. 2008); Weltman v. Ortho Mattress, Inc., 2010 U.S. Dist. LEXIS 20521 (S.D. Cal. 2010); Weltman v. Ortho Mattress, Inc., 2008 U.S. Dist. LEXIS 60344 (S.D. Cal. 2008); Curry v. CTB McGraw-Hill, LLC, 2006 U.S. Dist. LEXIS 5920; 97 A.F.T.R.2d (RIA) 1888; 37 Employee Benefits Cas. (BNA) 2390 (N.D. Cal. 2006); Reynov v. ADP Claims Servs. Group, 2006 U.S. Dist. LEXIS 94332 (N.D. Cal. 2006); Kennedy v. Natural Balance Pet Foods, Inc., 2010 U.S. App. LEXIS 248 (9th Cir. 2010); Kennedy v. Natural Balance Pet Foods, Inc., 2008 U.S. Dist. LEXIS 38889 (S.D. Cal. 2008); Kennedy v. Natural Balance Pet Foods, Inc., 2007 U.S. Dist. LEXIS 57766 (S.D. Cal. 2007); Sussex v. Turnberry/MGM Grand Towers, LLC, 2009 U.S. Dist. LEXIS 29503 (D. Nev. 2009); Picus v. Wal-Mart Stores, Inc., 256 F.R.D. 651 (D. Nev. 2009); Tull v. Stewart Title of Cal., Inc., 2009 U.S. Dist. LEXIS 14171 (S.D. Cal. 2009); Keshishzadeh v. Gallagher, 2010 U.S. Dist. LEXIS 46805 (S.D. Cal. 2010); Keshishzadeh v. Arthur J. Gallagher Serv. Co., 2010 U.S. Dist. Lexis 116380 (S.D. Cal. 2010); In re Pet Food Prods. Liab. Litig., MDL Docket No. 1850 (All Cases), 2008 U.S. Dist. LEXIS 94603 (D.N.J. 2008); In re Pet Food Prods. Liab. Litig., 629 F.3d 333 (3rd Cir. 2010); Puentes v. Wells Fargo Home Mortgage, Inc., 160 Cal. App. 4th 638 (2008); Rezec v. Sony Pictures Entertainment, Inc., 116 Cal. App. 4th 135 (2004); Badillo v. Am. Tobacco Co., 202 F.R.D. 261 (D. Nev. 2001); La Jolla Friends of the Seals v. Nat'l Oceanic & Atmospheric Admin., 2010 U.S. App. Lexis 23025 (9th Cir. 2010); Dirienzo v. Dunbar Armored, Inc., 2011 U.S. Dist. Lexis 36650 (S.D. Cal. 2011); Rix v. Lockheed Martin Corp., 2011 U.S. Dist Lexis 25422 (S.D. Cal. 2011); Weitzke v. Costar Realty Info., Inc., 2011 U.S. Dist Lexis 20605 (S.D. Cal. 2011); Goodman v. Platinum Condo. Dev., LLC, 2011 U.S. Dist. LEXIS 36044 (D. Nev. 2011); Sussex v. Turnberry/MGM Grand

Towers, LLC, 2011 U.S. Dist. LEXIS 14502 (D. Nev 2011); Smith v. Kaiser Foundation Hospitals, Inc., 2010 U.S. Dist. Lexis 117869 (S.D. Cal. 2010); Dobrosky v. Arthur J. Gallagher Serv. Co., LLC, No. EDCV 13-0646 JGB (SPx), 2014 U.S. Dist. LEXIS 106345 (C.D. Cal. July 30, 2014); Metrow v. Liberty Mut. Managed Care LLC - Class Certification Granted, Metrow v. Liberty Mut. Managed Care LLC, No. EDCV 16-1133 JGB (KKx), 2017 U.S. Dist. LEXIS 73656 (C.D. Cal. May 1, 2017); Nelson v. Avon Products, Inc., Class Certification Granted, U.S. District Court for The Northern District of California, Case No. 13-cv-02276-BLF, 2015 U.S. Dist. LEXIS 51104 (N.D. Cal. Apr. 17, 2015); Orozco v. Illinois Tool Works Inc., Class Certification Granted, 2017 U.S. Dist. LEXIS 23179 (E.D. Cal. Feb. 16, 2017); Rieve v. Coventry Health Care, Summary Judgment *Sua Sponte* Granted for Plaintiff, Rieve v. Coventry Health Care, Inc., 870 F. Supp. 2d 856 (C.D. Cal. 2012)

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Superior Court, Case No. CGC-19-574691; Sullen v. First Service Residential California, LLC – San Francisco County Superior Court, Case No. CGC-19-575131; Valentino v. East Bay Tire Co. – Solano County Superior Court, Case No. FCS053067; Murphy v. Rockler Retail Group, Inc. – Sacramento Superior Court, Case No. 34-2019-00251220; Shahbazian v. Onewest Bank – Los Angeles County Superior Court, Case No. 19STCV23722; Bruemmer v. Tempur Retail Stores LLC – Marin County Superior Court, Case No. CIV1803646; Antonios v. Interface Rehab, Inc. – Orange County Superior, Case No. 30-2019-01067547-CU-OE-CXC; Tavallodi v. DC Auto, Inc. – San Bernardino, Case No. CIVDS1833598; Miranda v. The Lloyd Pest Control Co. – San Diego County Superior Court, Case No. 37-2018-00052510-CU-OE-CTL; Soenardi v. Magnussen Imports, Inc. – Santa Clara County Superior Court, Case No. 18CV340003; Thai v. Team Industrial Services, Inc. – Los Angeles County Superior Court, Case No. 19STCV21953; Castillo v. A.J. Kirkwood & Associates, Inc. – Los Angeles County Superior Court, Case No. 19STCV04435; Moss v. Jabil Inc. – Alameda County Superior Court, Case No. HG20050536; Billosillo, Jr. v. Crown Energy Services, Inc. – San Diego County Superior Court, Case No. 37-2018-00058254-CU-OE-CTL; Tarkington v. Freetime, Inc. – San Diego County Superior Court, Case No. 37-2019-00011473-CU-OE-CTL; McIntyre v. J.J.R. Enterprises, Inc. – Sacramento County Superior Court, Case No. 34-2019-00251220; Bucur v. Pharmaca Integrative Pharmacy, Inc. – San Diego County Superior Court, Case No. 37-2019-00009409-CU-OE-CTL; Batin v. McGee Air Services, Inc. – Santa Clara County Superior Court, Case No. 19CV347733; Terry v. McGee Air Services, Inc. – King County Superior Court of Washington, Case No. 19-2-3321-5 KNT; Weiss v. Niznik Behavioral Health Resources, Inc. – San Diego County Superior Court, Case No. 37-2019-00039441-CU-OE-CTL; Canada v. Inter-Continental Hotels Group, Inc. – U.S. District Court, Southern District of California, Case No. 3:19-cv-01675-GPC-AHG; Lesevic v. Spectraforce Technologies, Inc. – U.S. District Court, Northern District of California, Case No. 5:19-cv-03126-LHK; Mutchler v. Circle K Stores, Inc. – San Diego County Superior Court, Case No. 37-2020-00016331-CU-OE-CTL, Azima v. CSI Medical Group – Santa Clara County Superior Court, Case No. 19CV345450; Porras v. Baypointe Enterprises, LLC – Los Angeles County Superior Court, Case No. 19STCV31015; Mitchell v. Mack Trucking, Inc. – San Bernardino County Superior Court, Case No. CIVDS1928334; Watts v. T.R.L. Systems, Incorporated – Orange County Superior Court, Case No. 30-2019-01102457-CU-OE-CXC; Price v. DMSD Restaurants Inc. – San Diego County Superior Court, Case No. 37-2019-00024062-CU-OE-CTL; Jacobs v. Nortek Security & Control LLC – San Diego County Superior Court, Case No. 37-2019-0019735-CU-OE-CTL; Gonzalez v. Hub International Midwest – San Bernardino County Superior Court, Case No. CIVDS1900463; Cisneros v. Bluepearl California, Inc. – San Mateo Superior Court, Case No. 19-CIV-05707; Garcia v. Gallagher Basset Services – San Bernardino Superior Court, Case No. CIVDS2004140; Callow v. Adventist Health System/West – Placer County Superior Court, Case No. SCV0043607; Dominguez v. Kimco Facility Services, LLC – Los Angeles County Superior Court, Case No. 19STCV37592; Searles v. Robert Heath Trucking, Inc. – Los Angeles County Superior Court, Case No. 19STCV30808; Rangel v. Pioneer Hi-Bred international, Inc. – Yolo County Superior Court, Case No. CV-19-1797; Ivon v. Sinclair Television of California, Humboldt County Superior Court, Case No. DR190699; Williams v. Henkels & McCoy, Inc. – San Bernardino County Superior Court, Case No. CIVDS2003888; Cano v. Larry Green Chrysler Jeep Dodge, Inc. – Riverside County Superior Court, Case No. BLC1900184; Lopez v. Cepheid – Santa Clara County Superior Court, Case No. 19CV358827; Hernandez v. Quick Dispense, Inc. – Los Angeles County Superior Court, Case No. 19STCV29405; Lopez v. Lacoste USA, Inc. – San Bernardino County Superior Court, Case No. CIVDS1914626; Duhe v. Hospital Couriers Nevada, LLC – Contra Costa County Superior Court, Case No. MSC19-01377; Law v. Sequoia Equities, Incorporated – Contra Costa Superior Court, Case No. C19-01925; Dvorak v. Rockwell Collins, Inc. – San Diego County Superior Court, Case No. 37-2019-00064397-CU-OE-CTL; Noguera v. Metal Container Corporation – Riverside County Superior Court, Case No. RIC2003235; Leon v. Miller Event Management, Inc. – San Luis Obispo Superior Court, Case No. 19CV-0435; Leon v. Miller Event Management, Inc. – San Luis Obispo County Superior Court,

Case No. 19CV-0435, Camacho-Bias v. Serve U Brands Inc. – Butte County Superior Court, Case No. 20CV00603; La Pietra v. Entertainment Partners Services, LLC – Los Angeles County Superior Court, Case No. 19STCV39529; Celis v. Theatre Box - San Diego, LLC – San Diego County Superior Court, Case No. ____; Ignacio v. Laboratory Corporation of America – U.S. District Court, California Central District, Case No. 2:19-cv-06079-AB-RAO; Kovnas v. Cahill Contractors LLC – Alameda County Superior Court, Case No. RG19037852; Hersh v. Mrs. Gooch's Natural Food – Los Angeles County Superior Court, Case No. 19STCV10444; Miller v. The Permanente Medical Group – Alameda County Superior Court, Case No. RG19045904; Vasquez v. Autoalert, LLC – Orange County Superior Court, Case No. 30-2019-01114549-CU-OE-CXC; Cavanaugh v. Morton Golf, LLC – Sacramento County Superior Court, Case No. 34-2019-00270176; Coley v. Monroe Operations, LLC – Alameda County Superior Court, Case No. RG20063188; Ramirez v. Sierra Aluminum Company – U.S. District Court, California Central District Court, Case No. 5:20-cv-00417-JGB-KK; Marrero v. Stat Med, P.C. – Alameda County Superior Court, Case No. HG19043214; Enriquez v. Solari Enterprises, Inc. – Los Angeles County Superior Court, Case No. 20STCV11129; Craig v. Hometown Heart – San Francisco County Superior Court, Case No. CGC-20-582454; Lopez v. Hy0Lang Electric California, Inc. – San Diego County Superior Court, Case No. 37-2020-00012543-CU-OE-CTL; Heuklom v. Clara Medical Group, P.C. – San Francisco County Superior Court, Case No. CGC-20-585918; Dominguez v. Lifesafer of Northern California – Monterey County Superior Court, Case No. 20CV002586; Kiseleva v. Totalmed Staffing Inc. – U.S. District Court, California Northern District, Case No. 5:19-cv-06480; Vires v. Sweetgreen, Inc. – Santa Clara County Superior Court, Case No. 20CV365918; Kim v. Wireless Vision, LLC – San Bernardino County Superior Court, Case No. CIVDS2000074; Senoren v. Air Canada Corporation – Los Angeles County Superior Court, Case No. 20STCV13942; Clark v. Quest Diagnostics Incorporated – San Bernardino County Superior Court, Case No. CIVDS2018707; Green v. Shipt, Inc. – Los Angeles County Superior Court, Case No. 20STCV01001; Respass v. The Scion Group LLC – Sacramento County Superior Court, Case No. 34-2020-00285265; Jackson v. Decathlon USA LLC – Alameda County Superior Court, Case No. RG2003024; Avacena v. FTG Aerospace Inc. – Los Angeles County Superior Court, Case No. 20STCV28767; Perez v. Butler America, LLC – Los Angeles County Superior Court, Case No. 20STCV20218; Christensen v. Carter's Retail, Inc. – Orange County Superior Court, Case No. 30-2020-01138792-CU-OE-CXC; Astudillo v. Torrance Health Association, Inc. – Los Angeles County Superior Court, Case No. 20STCV18424; Hansen v. Holiday AI Management Sub LLC – Contra Costa County Superior Court, Case No. CIVMSC20-00779; Almahdi v. Vitamin Shoppe Industries Inc – Santa Clara County Superior Court, Case No. 20CV365150; Krisinda v. Loyal Source Government Services LLC – U.S. District Court, California Southern District, Case No. 3:20-cv-879-LAB-NLS; Ettedgui v. WB Studio Enterprises Inc – U.S. District Court, California Central District, Case No. 2:20-CV-08053-MCS (MAAx); Fernandez v. Nuvision Federal Credit Union – Orange County Superior Court, Case No. 30-2020-01161691-CU-OE-CJC; Aviles v. UPS Supply Chain Solutions, Inc. – Riverside County Superior Court, Case No. RIC2000727; Alcocer v. DSV Solutions, LLC – San Bernardino Superior Court, Case No. CIVDS2010345; Wilson v. Wholesome Harvest Baking, LLC – U.S. District Court, California Northern District, Case No. 4:20-cv-05186-YGR; Gregory v. Verio Healthcare, Inc. – Los Angeles County Superior Court, Case No. 20STCV37254; Rose v. Impact Group, LLC – Orange County Superior Court, Case No. 30-2020-01141107-CU-OE-CXC; Monasterio v. Citibank, N.A. – San Mateo County Superior Court, Case No. 20-CIV-03650; Martinez-Lopez v. Medamerica, Inc. – San Diego County Superior Court, Case No. 37-2020-00034393-CU-OE-CTL; Cox v. PRB Management, LLC – Solano County Superior Court, Case No. FCS055514; Nash v. K. Hovnanian Companies, LLC – Riverside County Superior Court, Case No. RIC2003319; Kyler v. Harbor Freight Tools USA, Inc. – San Diego County Superior Court, Case No. 37-2020-00015828-CU-OE-CTL; Roberts v. Solantic Corporation – Los Angeles County Superior Court, Case No. 20STCV41117; Price v. Mistras Group, Inc. – Los Angeles County Superior Court, Case No. 20STCV22485; Macias v. ABM Electrical & Lighting Solutions, Inc. – San Diego County Superior Court, Case No. 37-2020-

00024997-CU-OE-CTL; Basu-Kesselman v. Garuda Labs, Inc. – San Francisco County Superior Court, Case No. CGC-20-585229; Armstrong v. Prometric LLC – Los Angeles County Superior Court, Case No. 20STCV29967; Ashlock v. Advantis Medical Staffing, LLC – San Diego County Superior Court, Case No. 37-2020-00022305-CU-OE-CTL; Wilson v. WXI Global Solutions, LLC – Los Angeles County Superior Court, Case No. 20STCV25007; Gandhale v. Select Rehabilitation, LLC – Monterey County Superior Court, Case No. 20CV002240; Starvoice v. G4S Secure Solutions (USA) Inc. – San Diego County Superior Court, Case No. 37-2020-00029421-CU-OE-CTL; Mbise v. Axlehire, Inc. – Alameda County Superior Court, Case No. RG20067350; Points v. C&J Services, Inc. – Kern County Superior Court, Case No. BCV-20-102483; Marshall v. PHI Air Medical, LLC – Lassen County Superior Court, Case No. 62973; Jauregui v. Cytotec Engineered Materials, Inc. – Orange County Superior Court, Case No. 30-2020-01164932-CU-OE-CXC

EXHIBIT #2

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WRITERS EXT:
1004

February 13, 2023
CA2854

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

Labor and Workforce Development Agency
Online Filing

Petco Animal Supplies Stores, Inc.
Certified Mail #70222410000247762011
CSC - Lawyers Incorporating Service
Becky Degeorge
2710 Gateway Oaks Drive, Suite 150N
Sacramento, CA 95833

Re: Notice Of Violations Of California Labor Code Sections §§ 201, 202, 203, 204 *et seq.*, 210, 221, 226(a), 226.7, 227.3, 246 *et seq.*, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 1 1070(14) (Failure to Provide Seating), California Code of Regulations, Title 8, Section 1 1070(15) (Temperature)v Violation of Applicable Industrial Welfare Commission Wage Order(s), and Pursuant To California Labor Code Section 2699.5.

Dear Sir/Madam:

“Aggrieved Employees” refers to all individuals who are or previously were employed by Petco Animal Supplies Stores, Inc. in California, including any employees staffed with Petco Animal Supplies Stores, Inc. by a third party, and classified as non-exempt employees during the time period of February 13, 2022 until a date as determined by the Court. Our offices represent Plaintiff Michael Lewis (“Plaintiff”) and other Aggrieved Employees in a lawsuit against Petco Animal Supplies Stores, Inc. (“Defendant”). Plaintiff was employed by Defendant in California as a non-exempt employee from February of 2022 to November of 2022 and entitled to the legally required meal and rest breaks and payment for all time worked under Defendant’s control. Defendant, however, unlawfully failed to record and pay Plaintiff and other Aggrieved Employees for, including but not limited to, all of their time worked, including minimum and overtime wages, for all of their missed meal and rest breaks, and for all of their time spent working off the clock. Moreover, when Defendant required Plaintiff and Aggrieved Employees to report for work, but “furnished less than half said employee’s usual or scheduled day’s work,” Defendant violated Cal. Code Regs., tit. 8 § 11040, subd. 5(A) by failing to pay Plaintiff and Aggrieved Employees for at least two (2) hours’ worth of work at their regular rate of pay. In addition, when Defendant required Plaintiff and Aggrieved Employees to respond to and engage in additional work, this resulted in a second reporting for work in a single workday, and Defendant failed to pay these employees reporting time pay as required by Cal. Code Regs., tit. 8, § 11040, subd. 5(B).

Further, Defendant failed to advise Plaintiff and the other Aggrieved Employees of their right to take separately and hourly paid duty-free ten (10) minute rest periods. *See Vaquero v. Stoneledge Furniture, LLC*, 9 Cal. App. 5th 98, 110 (2017). Additionally, pursuant to Labor Code § 204 *et seq.*, Defendant failed to timely provide Plaintiff and other Aggrieved Employees with their wages. Plaintiff further contends that Defendant failed to provide accurate wage statements to her, and other Aggrieved Employees, in violation of California Labor Code section 226(a). Specifically, PLAINTIFF and the AGGRIEVED EMPLOYEES were paid on an hourly basis. As such, the wage statements should reflect all applicable hourly rates during the pay period and the total hours worked, and the applicable pay period in which the wages were earned pursuant to California Labor Code Section 226(a). The wage statements Defendant provided to PLAINTIFF and the AGGRIEVED EMPLOYEES failed to identify such information. More specifically, the wage statements failed to identify the accurate total hours worked each pay period in violation of Cal. Lab. Code Section 226(a)(2). Additionally, Plaintiff contends that Defendant failed to comply with Industrial Wage Order 7(A)(3) in that Defendant failed to keep time records showing when Plaintiff began and ended each shift and meal period. Plaintiff and other Aggrieved Employees perform tasks that reasonably permit sitting, and a seat would not interfere with their performance of any of their tasks that may require them to stand. Defendant failed to provide Plaintiff and other Aggrieved Employees with suitable seats. Defendant further fails to regulate the internal temperature of their warehouses, except for the offices of managers. Plaintiff and other Aggrieved Employees, therefore, are required to work in extreme temperatures, both too hot and too cold, depending on the season, without relief. Defendant fails to maintain temperatures within its warehouses that provide reasonable comfort for Plaintiff and Aggrieved Employees that is consistent with industry-wide standards for the nature of the process and the work performed. Said conduct, in addition to the foregoing, as well as the conduct alleged in the incorporated Complaint, violates Labor Code §§ 201, 202, 203, 204 *et seq.*, 210, 221, 226(a), 226.7, 227.3, 246, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 1 1070(14) (Failure to Provide Seating), California Code of Regulations, Title 8, Section 1 1070(15) (Temperature), Violation of the applicable Industrial Welfare Commission Wage Order(s), and is therefore actionable under California Labor Code section 2699.3.

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

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

Your earliest response to this notice is appreciated. If you have any questions of

concerns, please do not hesitate to contact me at the above number and address.

Respectfully,

/s/ Nicholas J. De Blouw

Nicholas J. De Blouw, Esq.

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6 Attorneys for Plaintiff

7 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

8 **IN AND FOR THE COUNTY OF SAN DIEGO**

9
10 MICHAEL LEWIS, on behalf of the State of
California, as a private attorney general,

11
12 Plaintiff,

13 vs.

14 PETCO ANIMAL SUPPLIES STORES,
15 INC., a Corporation; and DOES 1 through 50,
inclusive,

16
17 Defendants.

Case No. _____

REPRESENTATIVE ACTION
COMPLAINT FOR:

1. Civil Penalties Pursuant to Labor Code
§ 2699, *et seq.* for violations of Labor
Code §§ 201, 202, 203, 204 *et seq.*, 210,
221, 226(a), 226.7, 227.3, 510, 512,
558(a)(1)(2), 1194, 1197, 1197.1, 1198,
2802, California Code of Regulations,
Title 8, Section 11040, Subdivision 5(A)-
(B), and the applicable Wage Order(s).

1 Plaintiff Michael Lewis (“PLAINTIFF”), on behalf of the people of the State of
2 California and as an “aggrieved employee” acting as a private attorney general under the Labor
3 Code Private Attorney General Act of 2004, § 2699, *et seq.* (“PAGA”) only, alleges on
4 information and belief, except for his own acts and knowledge which are based on personal
5 knowledge, the following:

6 **INTRODUCTION**

7 1. PLAINTIFF brings this action against Defendant Petco Animal Supplies Stores,
8 Inc. (referred to as “DEFENDANT”) seeking only to recover PAGA civil penalties for herself,
9 and on behalf of all current and former aggrieved employees that worked for DEFENDANT.
10 PLAINTIFF does **not seek to recover anything other than penalties as permitted by**
11 **California Labor Code § 2699**. To the extent that statutory violations are mentioned for wage
12 violations, PLAINTIFF does not seek underlying general and/or special damages for those
13 violations, but simply the civil penalties permitted by California Labor Code § 2699.

14 2. California has enacted the PAGA to permit an individual to bring an action on
15 behalf of himself and on behalf of others for PAGA penalties *only*, which is the precise and sole
16 nature of this action.

17 3. Accordingly, PLAINTIFF seeks to obtain all applicable relief for
18 DEFENDANT’s violations under PAGA and solely for the relief as permitted by PAGA – that
19 is, penalties and any other relief the Court deems proper pursuant to the PAGA. Nothing in this
20 complaint should be construed as attempting to obtain any relief that would not be available in
21 a PAGA-only action.

22 **THE PARTIES**

24 4. DEFENDANT is a Corporation that at all relevant times mentioned herein
25 conducted and continues to conduct substantial business in the state of California.

26 5. DEFENDANT is an American pet retailer that sells pet food, products, and
27 services, as well as certain types of live small animals.

28 6. PLAINTIFF was employed by DEFENDANT in California from Febraury 22,

1 2022 to November 28, 2022 was at all times classified by DEFENDANT as a non-exempt
2 employee, paid on an hourly basis, and entitled to the legally required meal and rest periods and
3 payment of minimum and overtime wages due for all time worked.

4 7. PLAINTIFF, and such persons that may be added from time to time who satisfy
5 the requirements and exhaust the administrative procedures under the Private Attorney General
6 Act, brings this Representative Action on behalf of the State of California with respect to
7 himself and all individuals who are or previously were employed by DEFENDANT in
8 California, including any employees staffed with DEFENDANT by a third party, and classified
9 as non-exempt employees ("AGGRIEVED EMPLOYEES") during the time period of February
10 13, 2022 until a date as determined by the Court (the "PAGA PERIOD").

11 8. PLAINTIFF, on behalf of himself and all AGGRIEVED EMPLOYEES
12 presently or formerly employed by DEFENDANT during the PAGA PERIOD, brings this
13 representative action pursuant to Labor Code § 2699, *et seq.* seeking fixed civil penalties for
14 DEFENDANT's violation of California Labor Code §§ 201, 202, 203, 204 *et seq.*, 210, 221,
15 226(a), 226.7, 227.3, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California
16 Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), and the applicable Wage
17 Order(s). Based upon the foregoing, PLAINTIFF and all AGGRIEVED EMPLOYEES are
18 aggrieved employees within the meaning of Labor Code § 2699, *et seq.*

19 9. The true names and capacities, whether individual, corporate, subsidiary,
20 partnership, associate or otherwise of defendants DOES 1 through 50, inclusive, are
21 presently unknown to PLAINTIFF who therefore sues these Defendants by such fictitious
22 names pursuant to Cal. Civ. Proc. Code § 474. PLAINTIFF will seek leave to amend this
23 Complaint to allege the true names and capacities of Does 1 through 50, inclusive, when
24 they are ascertained. PLAINTIFF is informed and believes, and based upon that information
25 and belief alleges, that the Defendants named in this Complaint, including DOES 1 through
26 50, inclusive, are responsible in some manner for one or more of the events and happenings
27 that proximately caused the injuries and damages hereinafter alleged.
28

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

THE CONDUCT

11. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANT was required to pay PLAINTIFF and the AGGRIEVED EMPLOYEES for all their time worked, meaning the time during which an employee is subject to the control of an employer, including all the time the employee is suffered or permitted to work. DEFENDANT requires PLAINTIFF and the AGGRIEVED EMPLOYEES to work without paying them for all the time they are under DEFENDANT's control. Among other things, DEFENDANT requires PLAINTIFF to work while clocked out during what is supposed to be PLAINTIFF's off-duty meal break. PLAINTIFF was from time to time interrupted by work assignments while clocked out for what should have been PLAINTIFF's off-duty meal break. DEFENDANT, as a matter of established company policy and procedure, administers a uniform practice of rounding the actual time worked and recorded by PLAINTIFF and the AGGRIEVED EMPLOYEES, always to the benefit of DEFENDANT, so that during the course of their employment, PLAINTIFF and the AGGRIEVED EMPLOYEES are paid less than they would have been paid had they been paid for actual recorded time rather than "rounded" time. Additionally, DEFENDANT engages in the practice of requiring PLAINTIFF and the AGGRIEVED EMPLOYEES to perform work off the clock in that DEFENDANT, as a condition of employment, required these employees to submit to mandatory temperature checks and symptom questionnaires for COVID-19

1 screening prior to clocking into DEFENDANT's timekeeping system for the workday. As a
2 result, PLAINTIFF and the AGGRIEVED EMPLOYEES forfeit minimum wage, overtime
3 wage compensation, and off-duty meal breaks by working without their time being correctly
4 recorded and without compensation at the applicable rates. DEFENDANT's policy and
5 practice not to pay PLAINTIFF and the AGGRIEVED EMPLOYEES for all time worked, is
6 evidenced by DEFENDANT's business records.

7 12. State law provides that employees must be paid overtime and meal and rest
8 break premiums at one-and-one-half times their "regular rate of pay." PLAINTIFF and the
9 AGGRIEVED EMPLOYEES are compensated at an hourly rate plus incentive pay that is
10 tied to specific elements of an employee's performance.

11 13. The second component of PLAINTIFF's and the AGGRIEVED
12 EMPLOYEES' compensation is DEFENDANT's non-discretionary incentive program that
13 paid PLAINTIFF and the AGGRIEVED EMPLOYEES incentive wages based on their
14 performance for DEFENDANT. The non-discretionary incentive program provided all
15 employees paid on an hourly basis with incentive compensation when the employees met the
16 various performance goals set by DEFENDANT. However, when calculating the regular
17 rate of pay in order to pay overtime and meal and rest break premiums to PLAINTIFF and
18 the AGGRIEVED EMPLOYEES, DEFENDANT failed to include the incentive
19 compensation as part of the employees' "regular rate of pay" for purposes of calculating
20 overtime pay and meal and rest break premium pay. Management and supervisors described
21 the incentive program to potential and new employees as part of the compensation package.
22 As a matter of law, the incentive compensation received by PLAINTIFF and the
23 AGGRIEVED EMPLOYEES must be included in the "regular rate of pay." The failure to
24 do so has resulted in a underpayment of overtime compensation and meal and rest break
25 premiums to PLAINTIFF and the AGGRIEVED EMPLOYEES by DEFENDANT.

26 14. As a result of their rigorous work schedules, PLAINTIFF and the
27 AGGRIEVED EMPLOYEES were from time to time unable to take thirty (30) minute off
28 duty meal breaks and were not fully relieved of duty for their meal periods. PLAINTIFF

1 and the AGGRIEVED EMPLOYEES were required from time to time to perform work as
2 ordered by DEFENDANT for more than five (5) hours during some shifts without receiving
3 a meal break. Further, DEFENDANT from time to time fails to provide PLAINTIFF and
4 AGGRIEVED EMPLOYEES with a second off-duty meal period for some workdays in
5 which these employees were required by DEFENDANT to work ten (10) hours of work.
6 DEFENDANT also engaged in the practice of rounding the meal period times to avoid
7 paying penalties to PLAINTIFF and the AGGRIEVED EMPLOYEES. PLAINTIFF and the
8 AGGRIEVED EMPLOYEES therefore forfeit meal breaks without additional compensation
9 and in accordance with DEFENDANT's corporate policy and practice.

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

1 PLAINTIFF and the AGGRIEVED EMPLOYEES cannot leave the work premises during
2 their rest period.

3 16. During the PAGA PERIOD, DEFENDANT fails to accurately record and pay
4 PLAINTIFF and the AGGRIEVED EMPLOYEES for the actual amount of time these
5 employees worked. Pursuant to the Industrial Welfare Commission Wage Orders,
6 DEFENDANT was required to pay PLAINTIFF and the AGGRIEVED EMPLOYEES for
7 all time worked, meaning the time during which an employee was subject to the control of
8 an employer, including all the time the employee was permitted or suffered to permit this
9 work. DEFENDANT required these employees to work off the clock without paying them
10 for all the time they were under DEFENDANT's control. As such, DEFENDANT knew or
11 should have known that PLAINTIFF and the AGGRIEVED EMPLOYEES were under
12 compensated for all time worked. As a result, PLAINTIFF and the AGGRIEVED
13 EMPLOYEES forfeited time worked by working without their time being accurately
14 recorded and without compensation at the applicable minimum wage and overtime wage
15 rates. To the extent that the time worked off the clock does not qualify for overtime
16 premium payment, DEFENDANT fails to pay minimum wages for the time worked off-the-
17 clock in violation of Cal. Lab. Code §§ 1194, 1197, and 1197.1.

18 17. From time to time, DEFENDANT also fails to provide PLAINTIFF and the
19 AGGRIEVED EMPLOYEES with complete and accurate wage statements which failed to
20 show, among other things, the correct gross and net wages earned. Cal. Lab. Code § 226
21 provides that every employer shall furnish each of his or her employees with an accurate
22 itemized wage statement in writing showing, among other things, gross wages earned and all
23 applicable hourly rates in effect during the pay period and the corresponding amount of time
24 worked at each hourly rate. PLAINTIFF and the AGGRIEVED EMPLOYEES were paid on
25 an hourly basis. As such, the wage statements should reflect all applicable hourly rates
26 during the pay period and the total hours worked, and the applicable pay period in which the
27 wages were earned pursuant to California Labor Code Section 226(a). The wage statements
28 DEFENDANT provided to PLAINTIFF and the AGGRIEVED EMPLOYEES failed to

1 identify such information. More specifically, the wage statements failed to identify the
2 accurate total hours worked each pay period. When the hours shown on the wage statements
3 were added up, they did not equal the actual total hours worked during the pay period in
4 violation of Cal. Lab. Code 226(a)(2). Aside, from the violations listed above in this
5 paragraph, DEFENDANT fails to issue to PLAINTIFF an itemized wage statement that lists
6 all the requirements under California Labor Code 226 *et seq.* As a result, DEFENDANT
7 from time to time provided PLAINTIFF and the AGGRIEVED EMPLOYEES with wage
8 statements which violated Cal. Lab. Code § 226.

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

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

17 19. DEFENDANT from time to time fails to pay PLAINTIFF and the
18 AGGRIEVED EMPLOYEES within seven (7) days of the close of the payroll period in
19 accordance with Cal. Lab. Code § 204(d).

20 20. DEFENDANT underpays sick pay wages to PLAINTIFF and the
21 AGGRIEVED EMPLOYEES by failing to pay such wages at the regular rate of pay in
22 violation of Cal. Lab. Code Section 246. Specifically, PLAINTIFF and other non-exempt
23 employees earn non-discretionary remuneration, including, but not limited to, incentives,
24 shift differential pay, and bonuses. Rather than pay sick pay at the regular rate of pay,
25 DEFENDANT underpays sick pay to PLAINTIFF and the AGGRIEVED EMPLOYEES at
26 their base rates of pay.

27 21. Cal. Lab. Code Section 246(1)(2) requires that paid sick time for nonexempt
28

1 employees be calculated by dividing the employee's total wages, not including overtime
2 premium pay, by the employee's total hours worked in the full pay periods of the prior 90
3 days of employment.

4 22. DEFENDANT violated Cal. Lab. Code Section 246 by failing to pay sick pay
5 at the regular rate of pay. PLAINTIFF and the AGGRIEVED EMPLOYEES routinely
6 earned non-discretionary incentive wages which increased their regular rate of pay.
7 However, when sick pay was paid, it was paid at the base rate of pay for PLAINTIFF and
8 the AGGRIEVED EMPLOYEES, as opposed to the correct, higher regular rate of pay, as
9 required under Cal. Lab. Code Section 246.

10 23. As a pattern and practice, DEFENDANT regularly failed to pay PLAINTIFF
11 and the AGGRIEVED EMPLOYEES their correct wages and accordingly owe waiting time
12 penalties pursuant to Cal. Lab. Code Section 203. Further, PLAINTIFF is informed and
13 believes and based thereon alleges that such failure to pay sick pay at regular rate was
14 willful, such that the AGGRIEVED EMPLOYEES whose employment has separated are
15 entitled to waiting time penalties pursuant to Cal. Lab. Code Sections 201-203.

16 24. Pursuant to Cal. Lab. Code Section 221, "It shall be unlawful for any employer
17 to collect or receive from an employee any part of wages theretofore paid by said employer
18 to said employee." DEFENDANT fails to pay all compensation due to PLAINTIFF and the
19 AGGRIEVED EMPLOYEES, made unlawful deductions from compensation payable to
20 PLAINTIFF and the AGGRIEVED EMPLOYEES, fails to disclose all aspects of the
21 deductions from compensation payable to PLAINTIFF and the AGGRIEVED
22 EMPLOYEES, and thereby fails to pay these employees all wages due at each applicable
23 pay period and upon termination.

24 25. DEFENDANT intentionally and knowingly fails to reimburse and indemnify
25 PLAINTIFF and the AGGRIEVED EMPLOYEES for required business expenses incurred
26 by the PLAINTIFF and the AGGRIEVED EMPLOYEES in direct consequence of
27 discharging their duties on behalf of DEFENDANT. Under California Labor Code Section
28 2802, employers are required to indemnify employees for all expenses incurred in the course

1 and scope of their employment. Cal. Lab. Code § 2802 expressly states that "an employer
2 shall indemnify his or her employee for all necessary expenditures or losses incurred by the
3 employee in direct consequence of the discharge of his or her duties, or of his or her
4 obedience to the directions of the employer, even though unlawful, unless the employee, at
5 the time of obeying the directions, believed them to be unlawful."

6 26. In the course of their employment PLAINTIFF and the AGGRIEVED
7 EMPLOYEES as a business expense, were required by DEFENDANT to use their own
8 personal cellular phones as a result of and in furtherance of their job duties as employees for
9 DEFENDANT but are not reimbursed or indemnified by DEFENDANT for the cost
10 associated with the use of their personal cellular phones and home offices for
11 DEFENDANT's benefit. Specifically, PLAINTIFF and the AGGRIEVED EMPLOYEES
12 were required by DEFENDANT to use their personal cellular phones and home offices to
13 perform work functions for DEFENDANT. As a result, in the course of their employment
14 with DEFENDANT, PLAINTIFF and the AGGRIEVED EMPLOYEES incurred
15 unreimbursed business expenses which included, but were not limited to, costs related to the
16 use of their personal cellular phones and home offices all on behalf of and for the benefit of
17 DEFENDANT.

18 27. All of the conduct and violations alleged herein occurred during the PAGA
19 PERIOD. To the extent that any of the conduct and violations alleged herein did not affect
20 PLAINTIFF during the PAGA PERIOD, PLAINTIFF seeks penalties for those violations
21 that affected the AGGRIEVED EMPLOYEES pursuant to *Carrington v. Starbucks Corp.*
22 2018 AJDAR 12157 (Certified for Publication 12/19/18).

23 **JURISDICTION AND VENUE**

24 28. This Court has jurisdiction over this Action pursuant to California Code of
25 Civil Procedure, Section 410.10.

26 29. Venue is proper in this Court pursuant to California Code of Civil Procedure,
27 Sections 395.5 and 393, because DEFENDANT operates in locations across California,
28 employs AGGRIEVED EMPLOYEES across California, including in this County, and

1 committed the wrongful conduct herein alleged in this County against AGGRIEVED
2 EMPLOYEES.

3 **FIRST CAUSE OF ACTION**

4 **For Violation of the Private Attorneys General Act**

5 **[Cal. Lab. Code §§ 2698, *et seq.*]**

6 **(By PLAINTIFF and Against All Defendants)**

7 30. PLAINTIFF realleges and incorporates by this reference, as though fully set
8 forth herein, the prior paragraphs of this Complaint.

9 31. PAGA is a mechanism by which the State of California itself can enforce state
10 labor laws through the employee suing under the PAGA who do so as the proxy or agent of
11 the state's labor law enforcement agencies. An action to recover civil penalties under
12 PAGA is fundamentally a law enforcement action designed to protect the public and not to
13 benefit private parties. The purpose of the PAGA is not to recover damages or restitution,
14 but to create a means of "deputizing" citizens as private attorneys general to enforce the
15 Labor Code. In enacting PAGA, the California Legislature specified that "it was ... in the
16 public interest to allow aggrieved employees, acting as private attorneys general to recover
17 civil penalties for Labor Code violations ..." Stats. 2003, ch. 906, § 1. Accordingly, PAGA
18 claims cannot be subject to arbitration.

19 32. PLAINTIFF, and such persons that may be added from time to time who
20 satisfy the requirements and exhaust the administrative procedures under the Private
21 Attorney General Act, brings this Representative Action on behalf of the State of California
22 with respect to himself and all individuals who are or previously were employed by
23 DEFENDANT in California, including any employees staffed with DEFENDANT by a third
24 party, and classified as non-exempt employees ("AGGRIEVED EMPLOYEES") during the
25 time period of February 13, 2022 until a date as determined by the Court (the "PAGA
26 PERIOD").

27 33. On February 13, 2023, PLAINTIFF gave written notice by electronic mail to
28 the Labor and Workforce Development Agency (the "Agency") and by certified mail to the

1 employer of the specific provisions of this code alleged to have been violated as required by
2 Labor Code § 2699.3. The statutory waiting period for PLAINTIFF to add these allegations
3 to the Complaint has expired. As a result, pursuant to Section 2699.3, PLAINTIFF may
4 now commence a representative civil action under PAGA pursuant to Section 2699 as the
5 proxy of the State of California with respect to all AGGRIEVED EMPLOYEES as herein
6 defined.

7 34. The policies, acts and practices heretofore described were and are an unlawful
8 business act or practice because DEFENDANT (a) failed to provide PLAINTIFF and the
9 AGGRIEVED EMPLOYEES accurate itemized wage statements, (b) failed to properly
10 record and provide legally required meal and rest periods, (c) failed to pay minimum wages,
11 (d) failed to pay overtime wages and sick pay wages, and (e) failed to reimburse employees
12 for required expenses, all in violation of the applicable Labor Code sections listed in Labor
13 Code §§ 201, 202, 203, 204 *et seq.*, 210, 221, 226(a), 226.7, 227.3, 510, 512, 558(a)(1)(2),
14 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040,
15 Subdivision 5(A)-(B), and the applicable Wage Order(s), and thereby gives rise to civil
16 penalties as a result of such conduct.¹ PLAINTIFF hereby seeks recovery of only civil
17 penalties as prescribed by the Labor Code Private Attorney General Act of 2004 as the
18 representative of the State of California for the illegal conduct perpetrated on PLAINTIFF
19 and the AGGRIEVED EMPLOYEES.

20 21 **PRAYER FOR RELIEF**

22 WHEREFORE, PLAINTIFF prays for judgment against each Defendant, jointly and
23 severally, as follows:

- 24 1. On behalf of the State of California and with respect to all AGGRIEVED
25 EMPLOYEES:
26 A) Recovery of civil penalties as prescribed by the Labor Code Private

27
28 ¹Plaintiff specifically excludes and/or does not allege any claims under California Labor
Code §558(a)(3).

1 Attorneys General Act of 2004; and,

2 B) An award of attorneys' fees and cost of suit, as allowable under the
3 law, including, but not limited to, pursuant to Labor Code §2699.

4 Dated: February 9, 2023 BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW
5 LLP

6
7 By: _____
8 Norman B. Blumenthal
9 Kyle R. Nordrehaug
10 Nicholas J. De Blouw
11 *Attorneys for Plaintiff*
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EXHIBIT #3

Blumenthal Nordrehaug Bhowmik DeBlouw LLP

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

INVOICE

Invoice # 2
Date: 09/18/2026
Due On: 10/18/2026

Michael David Lewis
4281 Lowell Street Unit 7
La Mesa, CA 91941

CA2854

Petco Animal Supplies Stores, Inc.

Services

Attorney	Date	Notes	Quantity	Rate	Total
NDB	01/22/2023	Review and analyze original intake notes. Review and research related litigation. Review and research Defendant's business operations in CA and previous settlements. Review facts and claims.	2.90	\$850.00	\$2,465.00
NDB	01/24/2023	Review entire case file for legal claims. Analyze all paystubs for wage and hour violations. Legal research regarding the same. Obtain background facts for complaint. Review and research venue issues.	3.50	\$850.00	\$2,975.00
NDB	01/29/2023	Review emails and documents from Plaintiff regarding DFEH and retaliation claims. Analyze off the clock work tasks. Legal research regarding the same.	2.70	\$850.00	\$2,295.00
NDB	01/30/2023	Review and analyze arbitration agreement terms and facts surrounding the signing of the agreement. Legal research regarding enforceability.	2.20	\$850.00	\$1,870.00
NDB	02/04/2023	Review facts and law. Draft complaint.	2.90	\$850.00	\$2,465.00
NDB	02/10/2023	Review case file. Draft internal case notes memo detailing facts and specific violations.	1.90	\$850.00	\$1,615.00
NDB	02/12/2023	Review and research PAGA claims and penalties.	1.90	\$850.00	\$1,615.00

		Draft PAGA notice. Analyze case file and paystubs.			
RE	04/22/2023	Review case notes/damage analysis	0.50	\$675.00	\$337.50
RE	04/23/2023	Review & analyze employment file documents/ 1198.5 response docs	2.80	\$675.00	\$1,890.00
RE	04/24/2023	Draft PAGA Only complaint; email to ND re complaint	3.00	\$675.00	\$2,025.00
RE	04/25/2023	Draft summons and civil case cover sheet	0.50	\$675.00	\$337.50
RE	04/25/2023	Review & finalize PAGA only complaint package; file in OC Sup. Ct.	0.50	\$675.00	\$337.50
RE	04/25/2023	Review court returned documents; review docket; memo to firm re judicial/departement assignment and status of initial case management conference.	0.50	\$675.00	\$337.50
RE	04/25/2023	Provide notice to LWDA of PAGA filing	0.40	\$675.00	\$270.00
RE	05/26/2023	Prepare initial documents for service of process; identify reg. agent, send out for service via knox	0.70	\$675.00	\$472.50
RE	05/31/2023	File POS of summons; memo to firm re post service written discovery	0.50	\$675.00	\$337.50
PM	06/08/2023	Review legal and factual claims; strategize re discovery.	1.50	\$750.00	\$1,125.00
PM	06/16/2023	Review complaint; review docket; review legal and factual issues and claims.	1.50	\$750.00	\$1,125.00
VR	06/22/2023	Review and Analyze: review complaint and case notes; review documents and status of discovery; advise PM	1.50	\$750.00	\$1,125.00
VR	06/26/2023	Draft: draft joint CMC statement; review complaint and docs; review correspondence between parties; advise PM	2.10	\$750.00	\$1,575.00
VR	06/27/2023	Review and Revise: review and analyze complaint and ERISA preemption; review and revise CMC statement; correspondence with Def; advise PM	1.50	\$750.00	\$1,125.00
VR	06/28/2023	Review and Revise: review and analyze complaint and ERISA preemption; review and revise CMC statement; correspondence with Def; advise PM	2.20	\$750.00	\$1,650.00
GG	07/05/2023	Review and Revise: Review FAC, finalize, file and serve	0.30	\$250.00	\$75.00
VR	07/05/2023	Review and Analyze: review status of case; review court's orders and docket; review CMC	1.70	\$750.00	\$1,275.00

		statement; prepare for hearing; advise PM			
GG	07/18/2023	Review court returned FAC, submit to LWDA and circulate.	0.40	\$250.00	\$100.00
CJ	09/13/2023	Review complaint, evaluate case notes and analyze documents in preparation for drafting CMC St.	1.00	\$550.00	\$550.00
CJ	09/13/2023	Analyze upcoming deadlines re CMC, and status of discovery served	0.50	\$550.00	\$275.00
PM	09/13/2023	Review and analyze legal and factual claims; review complaints in related actions and analyze.	1.50	\$750.00	\$1,125.00
VR	09/13/2023	Review and Analyze: review and analyze related cases; review counsel for related cases and correspondence between parties; advise PM	1.70	\$750.00	\$1,275.00
VR	09/14/2023	Review and Analyze: review and analyze related cases and complaints; correspondence to plaintiff's counsel; advise PM	1.50	\$750.00	\$1,125.00
CJ	09/14/2023	Evaluate complaint and case notes, review prior orders and status of case in preparation for drafting Joint Report	1.00	\$550.00	\$550.00
CJ	09/14/2023	Research CMO, local rules, CRC, and Judge's procedures in prep for drafting Joint Report, advise OPC and advise VR re related case issue adn coordination issue	1.00	\$550.00	\$550.00
CJ	09/15/2023	Review Defendant's positions in joint report, whether coordination is proper and revise	1.00	\$550.00	\$550.00
VR	09/19/2023	Review and Analyze: review and analyze related case; review correspondence between parties; prepare for hearing; advise PM	1.20	\$750.00	\$900.00
VR	09/20/2023	Review and Analyze: review and analyze related case; review correspondence between parties; advise PM	0.50	\$750.00	\$375.00
VR	09/20/2023	court appearance at CMC; prep for hearing; review correspondence between parties; meet and confer with plaintiff's counsel; advise PM	2.50	\$750.00	\$1,875.00
CJ	09/21/2023	Analyze complaint, case notes and prior orders in preparation for drafting initial discovery requests to Defendant	1.00	\$550.00	\$550.00
CJ	09/21/2023	Review and revise Belaire West notice draft opt out notice, review and revise Notice of Deposition of Defendant's PMK, evaluate date to depose and finalize	1.00	\$550.00	\$550.00
CJ	09/21/2023	Review, and revise Special Rogs, RFP, RFA and Form Rogs to Defendant, finalize all set one	1.50	\$550.00	\$825.00

discovery requests and sent for service					
PM	10/18/2023	Strategize re coordination of action with related actions and advise CJ re the same; review complaints from related actions and analyze and strategize.	1.50	\$750.00	\$1,125.00
CJ	10/19/2023	Review OPC positions re coordination and related case status, evaluate status of discovery and correspond with OPC	1.00	\$550.00	\$550.00
VR	01/02/2024	Receipt and Review of Correspondence: review correspondence from Def; review complaint and documents; correspondence to Def; advise PM	0.40	\$750.00	\$300.00
VR	01/04/2024	telephone conference of counsel re coordination; review related case complaints; correspondence to counsel; advise PM	1.00	\$750.00	\$750.00
VR	01/19/2024	Receipt and Review of Correspondence: review correspondence between parties; correspondence to plaintiffs' counsel; advise PM	0.30	\$750.00	\$225.00
VR	02/12/2024	telephone conference with Plaintiff's counsel re: coordination and cases; advise PM re related cases; review related complaints; review court's orders and status of case	1.10	\$750.00	\$825.00
VR	02/13/2024	Review and Analyze: review court's orders and joint CMC statement; advise PM	0.30	\$750.00	\$225.00
GG	02/14/2024	Check ROA for hearing information on upcoming CMC.	0.10	\$250.00	\$25.00
CJ	05/29/2024	Research status of case adn claims, analyze prior correspondence with OPC, review timing for petition for coordination	1.00	\$550.00	\$550.00
VR	05/29/2024	Receipt and Review of Correspondence: review correspondence between parties; review court's orders; advise PM and CJ	0.40	\$750.00	\$300.00
CJ	05/31/2024	Evaluate revisions to joint report from OPC, finalize and sent for filing	0.50	\$550.00	\$275.00
GG	09/13/2024	Review def's notice of remote appearance, save with Joint status conf. statement to file.	0.10	\$250.00	\$25.00
GG	09/13/2024	Case search for remote appearance info. for upcoming CMC and add to weekly appearances email.	0.10	\$250.00	\$25.00
AR	09/17/2024	Review docket and obtain order; draft multiple correspondence regarding appearance and continued CMC.	0.50	\$550.00	\$275.00
GG	11/13/2024	ROA check to confirm upcoming CMC in Class action.	0.10	\$250.00	\$25.00

CJ	11/19/2024	Research case deadlines, review status of CMC, research ROA	0.50	\$550.00	\$275.00
GG	02/14/2025	Reviewed ROA re petition for coordination, saved documents to file and emailed PM	0.30	\$250.00	\$75.00
CJ	04/09/2025	Prepare for and conduct T/C with co-counsel, review status of arb and JCCP, conduct T?C	1.00	\$550.00	\$550.00
CJ	04/24/2025	Research status of JCCP case, research statement deadlines, evaluate report and finalize	1.00	\$550.00	\$550.00
CJ	04/30/2025	Research JCCP case and San Bernardino Local Rules	1.00	\$550.00	\$550.00
CJ	04/30/2025	Research OCSC case and CMC appearance info	0.50	\$550.00	\$275.00
CJ	05/09/2025	Analyze status of JCCP case, research status report deadlines	0.50	\$550.00	\$275.00
GG	05/12/2025	Checked ROA re status of upcoming status conference, confirmed department and time, updated remote appearance for events email.	0.20	\$250.00	\$50.00
CJ	05/15/2025	Prepare for and appear at Status Conference, memorialize outcome to firm	1.00	\$550.00	\$550.00
PM	06/02/2025	Review docket; advise team re upcoming coordination hearing; prepare notice of remote appearance and file and serve; review history of action.	1.00	\$750.00	\$750.00
RE	06/04/2025	Review file; review petition for coordination; prep for hearing next day	1.00	\$675.00	\$675.00
RE	06/05/2025	Attend hearing on petition for coordination; memo to firm post-hearing	1.00	\$675.00	\$675.00
VR	07/11/2025	Receipt and Review of Correspondence: review correspondence between parties; review correspondence between plaintiffs; review related cases; correspondence to co-counsel	0.30	\$750.00	\$225.00
VR	07/31/2025	Review and Revise: review and revise written discovery; review related case complaints; review documents; correspondence to co-counsel	1.50	\$750.00	\$1,125.00
VR	08/01/2025	Receipt and Review of Correspondence: review correspondence between parties; review discovery; confer with plaintiff's counsel; advise PM and NDB	0.90	\$750.00	\$675.00
VR	08/05/2025	Review and Analyze: review correspondence between parties; review discovery; advise NDB	0.60	\$750.00	\$450.00
VR	08/12/2025	Review and Analyze: review correspondence between parties; review discovery; confer with co-counsel; advise PM and AJB	0.50	\$750.00	\$375.00

VR	08/15/2025	Review and Analyze: review and analyze documents; review correspondence between plaintiffs counsel; advise PM	0.60	\$750.00	\$450.00
VR	08/18/2025	Draft: draft CMC statement; review court's orders and docket; review correspondence between parties	1.80	\$750.00	\$1,350.00
GG	08/19/2025	Prepared POS, finalized, filed, and served CMC statement, saved to file and circulated confirmation.	0.50	\$250.00	\$125.00
VR	08/19/2025	Review and Analyze: review CMC statement; review correspondence between parties; advise GG	0.40	\$750.00	\$300.00
GG	08/26/2025	Checked ROA re upcoming CMC, confirmed correct info on calendar, updated events email with appearance information.	0.10	\$250.00	\$25.00
AR	08/26/2025	Review docket for status in advance of CMC; draft follow up correspondence.	0.50	\$550.00	\$275.00
VR	08/26/2025	Review and Analyze: review court's orders and docket; review correspondence between parties; review CMC statement; advise AJB	1.20	\$750.00	\$900.00
VR	08/28/2025	Receipt and Review of Correspondence: review correspondence between parties; review mediation status; advise AJB	0.50	\$750.00	\$375.00
CJ	09/26/2025	Evaluate JPA issue and prior petco case	0.50	\$550.00	\$275.00
GG	10/01/2025	Reviewed case file, and mediation email thread for relevant dates, prepared draft Mediation Data request, and sent to CJ for review.	0.70	\$250.00	\$175.00
GG	10/06/2025	Reviewed email from PM re coordination, reviewed coordination docs, prepared captions/ POS.	0.70	\$250.00	\$175.00
GG	10/07/2025	Reviewed clients documents, organized, bates numbered, and saved.	0.70	\$250.00	\$175.00
GG	10/08/2025	Lewis JCCP, reviewed email from Co counsel re Notice of Change of firm name and email, updated POS.	0.20	\$250.00	\$50.00
CJ	10/10/2025	revise MDR, finalize for service	0.50	\$550.00	\$275.00
VR	10/27/2025	Review and Analyze: review correspondence between parties; review related case; correspondence to co-counsel; advise PM	0.50	\$750.00	\$375.00
VR	10/29/2025	Receipt and Review of Correspondence: review correspondence between parties; review related case complaints; review court's orders in all cases; advise PM; confer with plaintiff's counsel	1.50	\$750.00	\$1,125.00

CJ	11/13/2025	Analyze status of case adn claims, review status of mediation, review prior orders and status of coordination in prep for drafting Joint Statement, email with OPC	1.00	\$550.00	\$550.00
CJ	11/14/2025	Evaluate OPC positions in Joint report, confirm for filing	0.50	\$550.00	\$275.00
CJ	11/17/2025	Review and analyze status of pre-mediation data and documents, review posture of JCCP case	0.50	\$550.00	\$275.00
CJ	12/01/2025	Prepare for CMC, evaluate status of coordination and mediation docs, review prior orders and court	0.50	\$550.00	\$275.00
CJ	12/01/2025	Appear at CMC	1.00	\$550.00	\$550.00
CJ	12/10/2025	Evaluate JPA and issues re same, review coordination petition and status of mediation, advise AJB and NDB, correspond with co counsel	1.00	\$550.00	\$550.00
AR	12/16/2025	Multiple correspondence regarding status.	0.30	\$550.00	\$165.00
NDB	12/18/2025	Review case file and docket. Review and analyze discovery and data produced to date. Legal research wage and hour claims. Analyze related litigation and overlap with claims. Prepare for mediation.	4.20	\$850.00	\$3,570.00
CJ	12/19/2025	Review case and claims, evaluate documents received and needed for mediation	1.00	\$550.00	\$550.00
CJ	12/19/2025	T/c with Plaintiff, annotate re claims	1.00	\$550.00	\$550.00
NDB	12/20/2025	Review and analyze time punch data and pay stub exemplars for overtime, minimum wage, and meal break claims. Legal research regarding the same.	2.40	\$850.00	\$2,040.00
NDB	12/28/2025	Review and research previous PAGA only settlements with similar claims and pay periods for mediation valuation. Review and analyze mediation briefs, damage and penalty analysis, and case demographics. Review settlement authority. Prepare for mediation.	2.60	\$850.00	\$2,210.00
SB	01/02/2026	Speak with client about claims, calculate individual damages, advise AJB	2.60	\$450.00	\$1,170.00
AR	01/05/2026	Review and outline file for onboarding; draft case management statement; submit to opposing counsel for review.	1.50	\$550.00	\$825.00
AR	01/05/2026	Multiple correspondence with co-counsel regarding mediation.	0.30	\$550.00	\$165.00
CJ	01/05/2026	Analyze procedural posture of case, review Plaintiff's facts and claims, evaluate complaint and issues for mediation	1.00	\$550.00	\$550.00

CJ	01/05/2026	Evaluate Co-Counsel's mediation brief, revise and return	1.00	\$550.00	\$550.00
SB	01/05/2026	Prepare for mediation, review and analyze mediation brief, advise AJB	2.80	\$450.00	\$1,260.00
GG	01/05/2026	Prepared POS, finalized, filed, served, and saved Joint CMC Stmt. Circulated confirmation email.	0.50	\$250.00	\$125.00
AB	01/09/2026	Prep and appear for mediation	8.00	\$895.00	\$7,160.00
SB	01/09/2026	Attend mediation	8.00	\$450.00	\$3,600.00
GG	01/12/2026	Reviewed email from AJ re. mediation, saved to file.	0.10	\$250.00	\$25.00
CJ	01/15/2026	Evaluate status of CMC	0.25	\$550.00	\$137.50
CJ	01/19/2026	Analyze case status, review Plaintiff correspondence, correspond with Plaintiff	0.50	\$550.00	\$275.00
VR	02/09/2026	Review and Analyze: review correspondence between parties; review joint status report; review court's orders and docket; correspondence to Def	1.40	\$750.00	\$1,050.00
VR	02/24/2026	Review and Analyze: review and analyze settlement agreement; review correspondence between parties; advise AJB	0.70	\$750.00	\$525.00
AB	03/04/2026	Review status of finalizing settlement and JPA. Analyze. Draft / send corr to cocounsel re finalizing settlement.	2.00	\$895.00	\$1,790.00
VR	03/23/2026	Receipt and Review of Correspondence: review correspondence between parties; review settlement agreement; review PAGA approval motion; advise SB and PM	1.40	\$750.00	\$1,050.00
AB	04/01/2026	Review / analyze edits/comments to the draft agreement in tracked changes. Draft/corr to cocounsel re response.	2.00	\$895.00	\$1,790.00
VR	04/02/2026	Draft Case Management Statement: draft CMC statement; review MOU; review settlement agreement; review correspondence between parties; review court's orders and docket	1.10	\$750.00	\$825.00
VR	04/08/2026	Review and Revise: review and revise settlement agreement; review correspondence between parties; review JPA; correspondence to co-counsel	0.90	\$750.00	\$675.00
AB	04/08/2026	Prep / appear for call w/ cocounsel. Analyze results. Draft / send corr re JPA / and finalizing long form.	3.00	\$895.00	\$2,685.00
AB	04/13/2026	Analyze status of finalizing agreement. Finalize / circulate JPA for signatures. Draft/ send corr re	3.00	\$895.00	\$2,685.00

		same.			
CJ	04/17/2026	Prepare for CMC, review status of settlement, evaluate court and JCCP progress	1.00	\$550.00	\$550.00
CJ	04/17/2026	Appear at CMC, memorialize outcome to firm, analyze related case in appearance	1.00	\$550.00	\$550.00
VR	04/27/2026	Review and Analyze: review correspondence between parties; review MOU; review settlement agreement; meet and confer with co-counsel; advise PM	0.80	\$750.00	\$600.00
AR	05/05/2026	Review and outline file for status; update matrix.	0.40	\$550.00	\$220.00
VR	05/12/2026	Receipt and Review of Correspondence: review correspondence between parties; review settlement agreement; confer with co-counsel; advise PM	0.30	\$750.00	\$225.00
VR	05/17/2026	Review and Analyze: review correspondence between parties; review settlement agreement	0.30	\$750.00	\$225.00
VR	05/18/2026	Review and Analyze: review court's orders and docket; review correspondence between parties; review status of settlement agreement	0.70	\$750.00	\$525.00
VR	05/21/2026	Review and Revise: review and revise individual settlement agreement; review PAGA settlement agreement; review correspondence between parties	0.60	\$750.00	\$450.00
VR	05/22/2026	Review and Revise: review and revise settlement agreement and class notice; advise PM; correspondence to co-counsel	1.10	\$750.00	\$825.00
VR	06/08/2026	Review and Analyze: review individual settlement agreement; review correspondence between parties	0.50	\$750.00	\$375.00
VR	06/23/2026	Review and Revise: review individual settlement agreement; review mediator's proposal; review representative agreement; review correspondence between parties; advise AJB and PM	2.10	\$750.00	\$1,575.00
VR	07/02/2026	Review and Analyze: review court's orders and docket; review joint statement; review correspondence between parties and status of settlement agreement; court appearance at CMC; follow up	1.20	\$750.00	\$900.00
VR	07/06/2026	Receipt and Review of Correspondence: review correspondence between parties; review status of settlement; review settlement agreement; advise AJB	0.50	\$750.00	\$375.00
VR	07/29/2026	Review and Revise: review and revise settlement	1.50	\$750.00	\$1,125.00

		agreement and individual agreement; review correspondence between parties; advise AJB			
NDB	07/31/2026	Review and analyze emails regarding settlement and mediator's proposal. Review and analyze individual settlement agreement terms. Discuss with Plaintiff and obtain signature.	0.80	\$850.00	\$680.00
NDB	08/06/2026	Review and analyze PAGA settlement agreement terms. Review mediation brief and case file. Obtain signature form Plaintiff.	0.60	\$850.00	\$510.00
VR	08/07/2026	Receipt and Review of Correspondence: review correspondence between parties and with plaintiff; review settlement agreement; advise AJB and PM	0.60	\$750.00	\$450.00
VR	08/10/2026	Receipt and Review of Correspondence: review correspondence between parties and with plaintiff; review settlement agreement; correspondence to co-counsel	0.50	\$750.00	\$375.00
VR	08/21/2026	Review and Revise: review and revise motion for approval of settlement; review correspondence between parties; review settlement agreement; advise KN	1.80	\$750.00	\$1,350.00
KN	08/21/2026	Review and Revise: Review motion for PAGA approval; review draft agreement; review issues from VR; advise VR	1.75	\$950.00	\$1,662.50
KN	09/10/2026	Review stipulation for settlement; review billing; memo to staff; emails with VR and co-counsel; review draft declaration from co-counsel	1.00	\$950.00	\$950.00
KN	09/18/2026	Draft declaration ISO PAGA approval	2.00	\$950.00	\$1,900.00
Quantity Subtotal					168.2
Services Subtotal					\$118,795.00

Expenses

Type	Date	Notes	Quantity	Rate	Total
Expense	02/13/2023	PAGA Filing Fee	1.00	\$75.00	\$75.00
Expense	05/31/2023	Knox	1.00	\$115.15	\$115.15
Expense	05/31/2023	Onelegal/Court Filing Fee	1.00	\$15.65	\$15.65
Expense	06/02/2023	Onelegal/Court Filing Fee	1.00	\$41.44	\$41.44
Expense	06/28/2023	Filing via One Legal	1.00	\$15.65	\$15.65
Expense	06/29/2023	Filing via One Legal	1.00	\$13.33	\$13.33

Expense	07/18/2023	Filing via One Legal	1.00	\$15.65	\$15.65
Expense	10/12/2023	One Legal Filing Fee: One Legal Filing Fee	1.00	\$15.65	\$15.65
Expense	06/03/2025	One Legal/Court Fees	1.00	\$61.95	\$61.95
Expense	06/03/2025	One Legal/Court Fees	1.00	\$23.63	\$23.63
Expense	08/19/2025	One Legal/Court Fees	1.00	\$19.82	\$19.82
Expense	08/26/2025	legal research; download from court's docket	1.00	\$7.50	\$7.50
Expense	09/09/2025	Mediation - Ortman	1.00	\$5,000.00	\$5,000.00
Expense	09/22/2025	FedEx	1.00	\$29.58	\$29.58
Expenses Subtotal				\$5,450.00	

Time Keeper	Quantity	Rate	Total
AJ Bhowmik	18.0	\$895.00	\$16,110.00
Scott Blumenthal	13.4	\$450.00	\$6,030.00
Nicholas De Blouw	28.6	\$850.00	\$24,310.00
Ricardo Ehmann	11.4	\$675.00	\$7,695.00
Charlotte James	28.25	\$550.00	\$15,537.50
Piya Mukherjee	7.0	\$750.00	\$5,250.00
Kyle Nordrehaug	4.75	\$950.00	\$4,512.50
Victoria Rivapalacio	48.2	\$750.00	\$36,150.00
Andrew Ronan	3.5	\$550.00	\$1,925.00
Gerardo Galaviz	5.1	\$250.00	\$1,275.00
Quantity Total			168.2
Subtotal			\$124,245.00
Total			\$124,245.00

Detailed Statement of Account

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
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2	10/18/2026	\$124,245.00	\$0.00	\$124,245.00
Outstanding Balance				\$124,245.00
Total Amount Outstanding				\$124,245.00

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

Please pay within 30 days.

EXHIBIT #4

LAFFEY MATRIX

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			Years Out of Law School *				
Year	Adjustmt Factor**	Paralegal/ Law Clerk	1-3	4-7	8-10	11-19	20 +
6/01/24- 5/31/25	1.080182	\$258	\$473	\$581	\$839	\$948	\$1141
6/01/23- 5/31/24	1.059295	\$239	\$437	\$538	\$777	\$878	\$1057
6/01/22- 5/31/23	1.085091	\$225	\$413	\$508	\$733	\$829	\$997
6/01/21- 5/31/22	1.006053	\$208	\$381	\$468	\$676	\$764	\$919
6/01/20- 5/31/21	1.015894	\$206	\$378	\$465	\$672	\$759	\$914
6/01/19- 5/31/20	1.0049	\$203	\$372	\$458	\$661	\$747	\$899
6/01/18- 5/31/19	1.0350	\$202	\$371	\$455	\$658	\$742	\$894
6/01/17- 5/31/18	1.0463	\$196	\$359	\$440	\$636	\$717	\$864
6/01/16- 5/31/17	1.0369	\$187	\$343	\$421	\$608	\$685	\$826
6/01/15- 5/31/16	1.0089	\$180	\$331	\$406	\$586	\$661	\$796
6/01/14- 5/31/15	1.0235	\$179	\$328	\$402	\$581	\$655	\$789
6/01/13- 5/31/14	1.0244	\$175	\$320	\$393	\$567	\$640	\$771
6/01/12- 5/31/13	1.0258	\$170	\$312	\$383	\$554	\$625	\$753
6/01/11- 5/31/12	1.0352	\$166	\$305	\$374	\$540	\$609	\$734
6/01/10- 5/31/11	1.0337	\$161	\$294	\$361	\$522	\$589	\$709
6/01/09- 5/31/10	1.0220	\$155	\$285	\$349	\$505	\$569	\$686
6/01/08- 5/31/09	1.0399	\$152	\$279	\$342	\$494	\$557	\$671
6/01/07-5/31/08	1.0516	\$146	\$268	\$329	\$475	\$536	\$645
6/01/06-5/31/07	1.0256	\$139	\$255	\$313	\$452	\$509	\$614
6/1/05-5/31/06	1.0427	\$136	\$249	\$305	\$441	\$497	\$598
6/1/04-5/31/05	1.0455	\$130	\$239	\$293	\$423	\$476	\$574
6/1/03-6/1/04	1.0507	\$124	\$228	\$280	\$405	\$456	\$549
6/1/02-5/31/03	1.0727	\$118	\$217	\$267	\$385	\$434	\$522
6/1/01-5/31/02	1.0407	\$110	\$203	\$249	\$359	\$404	\$487
6/1/00-5/31/01	1.0529	\$106	\$195	\$239	\$345	\$388	\$468
6/1/99-5/31/00	1.0491	\$101	\$185	\$227	\$328	\$369	\$444
6/1/98-5/31/99	1.0439	\$96	\$176	\$216	\$312	\$352	\$424
6/1/97-5/31/98	1.0419	\$92	\$169	\$207	\$299	\$337	\$406
6/1/96-5/31/97	1.0396	\$88	\$162	\$198	\$287	\$323	\$389

6/1/95-5/31/96	1.032	\$85	\$155	\$191	\$276	\$311	\$375
6/1/94-5/31/95	1.0237	\$82	\$151	\$185	\$267	\$301	\$363

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

* $i_{\frac{1}{2}}$ Years Out of Law School $i_{\frac{1}{2}}$ is calculated from June 1 of each year, when most law students graduate. $i_{\frac{1}{2}}1-3$ " includes an attorney in his 1st, 2nd and 3rd years of practice, measured from date of graduation (June 1). $i_{\frac{1}{2}}4-7$ " applies to attorneys in their 4th, 5th, 6th and 7th years of practice. An attorney who graduated in May 1996 would be in tier $i_{\frac{1}{2}}1-3$ " from June 1, 1996 until May 31, 1999, would move into tier $i_{\frac{1}{2}}4-7$ " on June 1, 1999, and tier $i_{\frac{1}{2}}8-10$ " on June 1, 2003.

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