

**BLUMENTHAL NORDREHAUG BHOWMIK
DE BLOUW LLP**

Norman B. Blumenthal (SBN #068687)
Kyle R. Nordrehaug (SBN #205975)
Aparajit Bhowmik (SBN #248066)
Christine T. LeVu (SBN #288271)
Adolfo Sanchez Contreras (SBN #354371)
2255 Calle Clara
La Jolla, CA 92037
Telephone: (858) 551-1223
Facsimile: (858) 551-1232

SULLIVAN & YAECKEL LAW GROUP, APC

Eric K. Yaeckel [CSB No. 274608]
yaeckel@sullivanlawgroupapc.com
Cody D. Archer [CSB No. 361361]
cody@sullivanlawgroupapc.com
2330 Third Avenue
San Diego, California 92101
(619) 702-6760 * (619) 702-6761 FAX

Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF MONTEREY

JENNIFER GOLEMAN, on behalf of the
State of California, as a private attorney
general,

Plaintiff,

vs.

PACKERS SANITATION SERVICES,
LTD., LLC, a Limited Liability
Corporation; and DOES 1 through 50,
inclusive,

Defendants.

Case No.: 23CV003770

**DECLARATION OF CHRISTINE T. LEVU
IN SUPPORT OF MOTION TO APPROVE
PAGA SETTLEMENT**

Hearing Date: May 22, 2026
Hearing Time: 8:32 a.m.

Judge: Hon. Thomas W. Wills
Dept.: 15

Action Filed: July 5, 2023
Transferred: November 17, 2023
Trial Date: Not Set

1 I, Christine T. LeVu, declare as follows:

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

8 2. A true and correct copy of the fully executed PAGA Settlement Agreement
9 ("Agreement") with Defendant Packers Sanitation Services, Ltd., LLC ("Defendant") is attached as
10 Exhibit #1. A proposed order approving the PAGA settlement is submitted herewith.

11 3. PAGA Counsel mailed the necessary correspondence to the California Labor and
12 Workforce Development Agency ("LWDA") on January 3, 2023, on behalf of Plaintiff Goleman,
13 requesting authorization from the LWDA to seek civil penalties as provided by the Private Attorney
14 General Act of 2004 ("PAGA") for the wage and hour violations alleged in the PAGA Notice. A true
15 and correct copy of this PAGA Notice is attached hereto as Exhibit #5. The 65-day notice period for
16 the LWDA to notify of its intent to investigate expired on March 9, 2023. On July 5, 2023, Plaintiff
17 Goleman filed a Representative Action Complaint in this Court against Defendant Packers Sanitation
18 Services, Ltd., LLC alleging a single cause of action for recovery of civil penalties for Violation of
19 the PAGA [Labor Code §§ 2698, *et seq.*] in the Superior Court for the County of Imperial. On
20 November 17, 2023, the case was transferred to the Monterey County Superior Court. Plaintiff and
21 Defendant agreed to mediate with Todd Smith, Esq. Prior to the mediation, the Parties conducted
22 significant investigation and discovery of the facts and law. Defendant produced hundreds of
23 documents relating to its policies, practices, and procedures regarding paying non-exempt employees
24 for all hours worked, overtime, meal and rest period policies, payroll and operations policies, and
25 more. Plaintiff was provided with sufficient records and data to determine the number of Aggrieved
26 Employees and the number of pay periods in the PAGA Period. The Parties agree that the above-
27 described investigation and evaluation, as well as the information exchanged during the settlement
28

1 negotiations, are more than sufficient to assess the merits of the Parties' positions and to compromise
2 the issues on a fair and equitable basis. Plaintiff's theory of PAGA liability as argued at mediation
3 alleged that Defendant required Aggrieved Employees to work off the clock during meal periods,
4 contacted Aggrieved Employees after hours on personal cell phone for scheduling, and routinely
5 altered time records to avoid payment of overtime. Plaintiff alleged Defendant is liable for
6 miscalculating overtime and sick pay as a result of not including certain remunerations into the regular
7 rate. For example, the following additional remunerations were not fully incorporated into the regular
8 rate for the purpose of paying the correct overtime: SAFETY (7), SPECIAL (1), and SUPPORT (32).
9 Moreover, Plaintiff also alleged at mediation that Defendant issued inaccurate wage statements to the
10 Aggrieved Employees. For example, time spent completing assigned tasks outside of scheduled hours,
11 including, but not limited to donning and offing personal protective equipment. Defendant maintained
12 that it always complied with applicable wage and hour regulations. Specifically, Defendant argued
13 that its policies, documents, and expert analysis supported a conclusion that the calculation of the
14 regular rate accounted for all applicable remuneration consistent with applicable law. On January 20,
15 2026, the Parties engaged in an all-day mediation session before Mediator Smith, a respected and
16 experienced mediator knowledgeable of both the wage and hour laws and representative claims at
17 issue in this action. Through arms-length negotiations with the assistance of the mediator, the Parties
18 reached an agreement to settle the PAGA claims in this action which led to the signing of a
19 Memorandum of Understanding memorializing the settlement.¹ The settlement was negotiated in light
20 of all known facts and circumstances and the uncertainty associated with litigation – including the risk
21 of Plaintiff not being able to maintain representative claims, the difficulty of proving Plaintiff's claims
22 in a manageable trial, the merits of Defendant's potential defenses, and the significant delay and
23

24 ¹ In addition to the Gross PAGA Settlement Amount, Defendant has agreed to separately settle
25 Plaintiff's individual claims pursuant to separate confidential Individual Settlement Agreement
26 ("Individual Settlement") (Settlement Agreement at ¶¶ 2.2). The individual claims were not at issue
27 in this action and exist independent and apart from the PAGA claims at issue before the Court. *See*
28 *Kim v. Reins Int'l Cal., Inc.*, 9 Cal. 5th 73, 80 (2020) (the "[s]ettlement of individual claims does not
strip an Aggrieved Employee of standing, as the state's authorized representative, to pursue PAGA
remedies" nor resolve the PAGA claims.).

1 potential appellate issues inherent to litigation – and was reached after extensive arm’s length
2 negotiations, with the assistance of Mediator Smith.

3 4. The claim before this Court is solely the representative claim under PAGA on
4 behalf of the State of California for civil penalties pursuant to the PAGA. The parties have agreed to
5 settle this PAGA claim in its entirety after investigation and an arm’s length mediation session. The
6 PAGA settlement is subject to Court approval consistent with Labor Code §2699(1)(2). (Agreement
7 at ¶ 6.1). The Agreement negotiated by the Parties provides for a “Gross PAGA Settlement Amount”
8 payment in the amount of \$1,430,000 to resolve the Released PAGA Claims (hereinafter referred to
9 as the “PAGA Settlement”). From this PAGA Settlement of \$1,430,000, there is a deduction of
10 attorneys’ fees (“PAGA Counsel Fees Payment”) in the amount of \$476,666 (which is one-third of the
11 PAGA Settlement), reimbursement of incurred costs (“PAGA Counsel Litigation Expenses Payment”)
12 in an amount not to exceed \$42,000, Service Award to Plaintiff in the amount of \$15,000 (“Service
13 Payment”), and Settlement Administration Costs (“Administration Expenses Payment”) not to exceed
14 \$14,245.00. (Agreement at ¶¶ 3.2.1-3.2.4).² After these deductions, the amount remaining is the
15 “PAGA Payment”, which is estimated to be no less than \$882,089. Seventy-five percent (75%) (no
16 less than \$661,566.75) will be paid to the LWDA and the remaining twenty-five percent (25%) (no
17 less than \$220,522.25) will be paid to the Aggrieved Employees (Agreement at ¶ 3.2.3). “Aggrieved
18 Employee” means all individuals who are or previously were employed Defendant in California and
19 classified as a non-exempt employee during July 5, 2022 to March 20, 2026. (Settlement Agreement
20 at ¶ 1.4, 1.23). The Individual PAGA Payment for each Aggrieved Employee shall be based on the
21 number of pay periods each Aggrieved Employee worked during the PAGA Period as an Aggrieved
22 Employee, as a percentage of the total pay periods worked by all Aggrieved Employees during the
23

24 ² If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses
25 Payment less than the amounts requested, the Administrator will allocate the remainder of these
26 amounts to the PAGA Payment. (Settlement Agreement at ¶ 3.2.1). To the extent the Administration
27 Expenses are less, or the Court approves payment less than \$14,245, the Administrator will allocate
28 the remainder of this amount to the PAGA Payment (*Id.* at ¶ 3.2.2). In the event the Service Award is
approved for less than \$15,000.00 to Plaintiff, the unawarded difference will be added to the PAGA
Payment for distribution and not paid to Plaintiff, PAGA Counsel, or Defendant. (*Id.* at ¶ 3.2.3).

1 PAGA Period.³ The PAGA Period is the time period from July 5, 2022 to March 20, 2026.
2 (Agreement at ¶ 1.23). For mediation, based on a review of its records to date, Defendant estimates
3 there are 2,386 Aggrieved Employees who worked a total of 90,074 PAGA Pay Periods during the
4 PAGA Period. (Agreement at ¶ 4.1). Upon entry of final judgment, the Released Parties shall be
5 entitled to a release from the Aggrieved Employees for any “Released PAGA Claims”, which means
6 all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the
7 facts stated in the Operative Complaint, and the PAGA Notices submitted by Plaintiff to the LWDA,
8 which occurred during the PAGA Period, including violations of California Labor Code sections 201,
9 202, 203, 204 et seq., 210, 218, 221, 226(a), 226.7, 227.3, 246 et seq., 510, 512, 551, 552, 558, 1174(d),
10 1194, 1197, 1197.1, 1198, 2800, 2802, California Code of Regulations, Title 8, Section 11040,
11 Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 11070(14) (Failure to Provide
12 Seating), violation of applicable Industrial Welfare Commission Wage Order(s) including but not
13 limited to IWC Wage orders 4-2001 and 5-2001, and pursuant to California Labor Code section
14 2699.5, and expressly excluding all other claims, including claims for vested benefits, wrongful
15 termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability,
16 social security, workers’ compensation, and California class claims, and Plaintiff’s individual claims
17 that are subject to a separate release, and PAGA claims outside of the PAGA period. (*Id.*)

18 5. PAGA Counsel Fees equal to one-third of the Gross PAGA Settlement amount
19 (\$476,666), and PAGA Counsel Litigation Expenses in an amount not to exceed \$42,000 will also be
20 paid to PAGA Counsel as part of the settlement in accordance with California Labor Code §
21 2699(g)(1), as set forth in the Agreement. Lastly, payment to the Administrator in an amount not to
22 exceed \$12,950 to perform the administrative duties to distribute the settlement money shall also be
23 paid.

24 6. As experienced counsel, we believe that the PAGA Settlement is fair and reasonable
25

26 ³ See Settlement Agreement at ¶ 3.2.3 (“The Administrator will calculate each Individual PAGA
27 Payment by (a) dividing the amount of the Aggrieved Employees’ 25% share of PAGA Payment by
28 the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA
Period and (b) multiplying the result by each Aggrieved Employee’s PAGA Period Pay Periods.”)

1 and therefore should be approved in light of Defendant's potential defenses to the violations at issue,
2 the risks and costs of continued litigation. Here, the Gross PAGA Settlement Amount of \$1,430,000
3 is more than other PAGA settlements as it constitutes approximately \$15.88 per pay period.⁴ This
4 PAGA Settlement amount compares favorably to the estimated amount of PAGA penalties. With the
5 assistance of an expert, Plaintiff calculated that the maximum amount of statutory PAGA civil
6 penalties was potentially \$9,007,400 based on 90,074 PAGA pay periods applicable to the Aggrieved
7 Employees during the PAGA Period.⁵ Importantly, however, these calculations were performed at the
8 maximum statutory rate for the penalties, when in fact, it is likely that any penalties awarded would
9 be at a lower rate. California Labor Code Section 2699(e)(1) permits a Court to award a lesser amount
10 than the maximum civil penalty if based on the facts and circumstances to do otherwise would result
11 in an award that is "unjust, arbitrary and oppressive or confiscatory." In *Carrington v. Starbucks*
12 *Corp.*, 30 Cal. App. 5th 504 (2018), the Court of Appeal affirmed a judgment after trial which only
13 provided for a PAGA penalty of \$5 per pay period. Therefore, at trial, any PAGA penalties awarded
14 could be significantly less than Plaintiff's calculation even where Plaintiff prevailed on the PAGA
15 claim. If the amount of \$5 per pay period from *Carrington v. Starbucks* is used, the potential recovery
16 of civil penalties would be only \$450,370, which is far less than this settlement provides.

17 7. Here, Plaintiff would need to prove that each Aggrieved Employee suffered a
18 violation for each period the employee worked in relation to meal or rest period violations, failure to
19 pay minimum wages, failure to pay overtime and sick pay wages, failure to provide accurate itemized
20 wage statements, failure to reimburse employees for required expenses, and failure to pay wages when
21 due. Defendant maintains that Plaintiff and the Aggrieved Employees were properly compensated,
22 and that it did not violate the Labor Code. Accordingly, Defendant disputes and denies Plaintiff's
23

24 ⁴ Based on a review of its records to date, Defendant estimates there are 2,386 Aggrieved Employees
25 who worked a total of 90,074 PAGA Pay Periods during the PAGA Period. (Settlement Agreement
at ¶ 4.1)

26 ⁵ Stacking is where more than one civil penalty is imposed in a pay period for the same conduct. The
27 valuation of \$9,007,400 is the civil penalty amount without stacking. If stacking is permitted, then the
28 valuation increases with each additional penalty added to each pay period. Plaintiff, however, is not
aware of any PAGA award which permitted stacking and in the cases cited herein, only one penalty
per pay period was assessed.

1 allegations and claims asserted in both the PAGA Notice and the Operative Complaint, which are
2 resolved by the Agreement. Defendant asserted additional defenses to the PAGA claim, not only as
3 to liability but also as to the amount of the penalties. Defendant could argue that no penalties prior to
4 the PAGA notification should be awarded because the violations were not intentional, and at least one
5 Court has so ruled. These defenses present a risk to the PAGA claims and the potential that some or
6 all of the PAGA penalties sought may not be awarded. Given Defendant's potential defenses to the
7 violations at issue, the risks and costs of continued litigation, Plaintiff and her attorneys believe that
8 the PAGA Settlement is fair and reasonable. Defendant has similarly concluded that it is desirable that
9 the action is settled in the manner and upon the terms and conditions set forth in the Agreement in
10 order to avoid further expense, inconvenience and distraction of further legal proceedings, as well as
11 the uncertainty of litigation. Defendant has determined that it is desirable and beneficial to put to rest
12 the claims in this action and Defendant agrees that the PAGA Settlement is fair, reasonable, and
13 adequate. PAGA Counsel have significant experience litigating wage and hour claims including
14 claims for PAGA penalties, and the PAGA Settlement here is similar to or greater than similar
15 settlements that courts have approved. The PAGA Settlement, along with the other terms of the
16 proposed settlement, were negotiated by experienced counsel at arm's length with the assistance of a
17 private mediator, Todd Smith, Esq.. As set forth in the accompanying proof of service, the LWDA
18 has been provided notice of this motion and the PAGA settlement. The decision of the LWDA to
19 accept the PAGA Settlement and not oppose the motion should be given considerable weight. This is
20 not a situation where the Court needs to be concerned about the rights of absent employees as in a
21 class settlement, as this PAGA-only settlement does not release the individual claims of absent
22 employees other than PAGA claims, and the LWDA is a sophisticated government entity that is more
23 than able to look out for its own rights.

24 8. PAGA Counsel seek approval of attorneys' fees from the PAGA settlement in the
25 amount of \$476,666 representing one-third of the \$1,430,000 Gross PAGA Settlement Amount. The
26 payment of attorneys' fees and costs to PAGA Counsel under the Agreement is supported by several
27 factors. First, the requested fees are justified by the result achieved. PAGA Counsel negotiated a
28

1 recovery of \$1,430,000.00, and this result justifies the requested fees equal to one third of this
2 recovery. This percentage is within the standard contingent recovery percentage of one-third, and this
3 percentage is what was expressly approved by the Supreme Court in *Laffitte v. Robert Half Int'l Inc.*,
4 1 Cal.5th 480, 504, (2016). Second, the fee award is justified by the work performed and contributions
5 to the case. Second, the fee award is justified by the work performed and contributions to the case.
6 Here, the fee award is less than PAGA Counsel's current lodestar of \$115,437.50 and thus represents
7 a reasonable multiplier of 4.1. As detailed in the accompanying billing statement, true and correct
8 copies of which are attached hereto as Exhibit #2, the current lodestar for my firm in this court matter
9 as of April 28, 2026 is \$96,562.50 for more than 168.35 hours of work prosecuting the claims being
10 resolved by this Settlement. This time does not include time incurred after the billing was finalized
11 and the time spent managing the completion of the settlement, which I estimate will add another
12 \$20,000 in additional lodestar. Third, the consideration of the enhancement factors would justify the
13 enhancement of the lodestar. Courts multiply the lodestar by a factor to account for the risk of non-
14 payment, delay in payment, the quality of work, and the novelty and difficulty of the issues involved.
15 Here, where an enhancement would be warranted, but the fee award is less than the lodestar, there can
16 be no question of the reasonableness of the award.

17 9. The award of litigation expenses is based upon the actual expenses incurred by PAGA
18 Counsel, which currently are \$29,116.24 which is less than the \$42,000 allocation for costs in the
19 Agreement, so the difference of \$12,883.76 will be added to the PAGA Payment amount. The
20 litigation expenses incurred by my firm in the amount of \$29,116.24 were all reasonably necessary to
21 the litigation and are detailed in Exhibit #2 attached hereto.

22 23 Experience and Qualifications

24 10. Blumenthal Nordrehaug Bhowmik De Blouw LLP's practice is devoted almost entirely
25 to the prosecution of wage and hour class action and PAGA action matters. The attorneys at
26 Blumenthal Nordrehaug Bhowmik De Blouw LLP have been appointed lead counsel in hundreds of
27 contested motions for class certification including many consolidated wage and hour matters.
28

1 (a) Blumenthal Nordrehaug Bhowmik De Blouw LLP was responsible for handling
2 the briefing and argument that resulted in the landmark ruling of *Sakkab v. Luxottica Retail N. Am.,*
3 *Inc.*, 803 F.3d 425 (9th Cir. 2015). There, Blumenthal Nordrehaug Bhowmik De Blouw LLP overcame
4 opposition by Littler Mendelson and amici Curiae briefs submitted by Mayer Brown LLP to persuade
5 the Ninth Circuit of the importance of the substantive rights of the State of California under the
6 California Private Attorney General Act of 2004 ("PAGA"). Blumenthal Nordrehaug Bhowmik De
7 Blouw LLP took the lead on this case where the ruling was the reaffirmation of the PAGA statute and
8 the *Iskanian* rule. Blumenthal Nordrehaug Bhowmik De Blouw LLP also has recently engaged in
9 noted appellate work on the subject of class actions in the California Court of Appeals resulting in the
10 opinions handed down in *Securitas Sec. Services USA, Inc. v. Superior Court*, 234 Cal. App. 4th 1109,
11 184 Cal. Rptr. 3d 568 (2015) (class or representative action waiver in an employment-related
12 arbitration agreement was unenforceable); *Altman v. Solarcity Corp.*, No. D067582, 2016 Cal. App.
13 Unpub. LEXIS 3536 (Ct. App. May 13, 2016) (same). In 2015, Blumenthal Nordrehaug Bhowmik
14 De Blouw LLP received an award from the Daily Journal for Top Appellate Reversal, and I received
15 an award from the Daily Journal as Top Labor & Employment Attorney 2016.

16 (b) Blumenthal Nordrehaug Bhowmik De Blouw LLP has litigated hundreds of
17 PAGA claims. In particular, in the last several years Blumenthal Nordrehaug Bhowmik De Blouw
18 LLP negotiated court-approved PAGA settlements with: (i) Mattress Firm in the amount of \$3,750,000
19 (*Miller v. Mattress Firm*, Santa Clara County Superior Court Case No. 17CV313148); (ii) CH
20 Robinson in the amount of \$630,000 (*Poublon v. C.H. Robinson*, U.S.D.C. Central District of
21 California Case No. 12-06654); (iii) Accentcare in the amount of \$500,000 (*Lanuza v. Accentcare*,
22 San Francisco Superior Court Case No. CGC-18-565521); (iv) Prime Healthcare in the amount of
23 \$700,000 (*Ortega v. Prime Healthcare Paradise Valley, LLC*, Superior Court of California for the
24 County of San Diego, Case No. 37-2014-00011240); (v) Planet Beauty in the amount of \$200,000
25 (*Sanchez v. Beena Beauty Holding, Inc.*, Superior Court of California for the County of Los Angeles,
26 Case No. BC566065); (vi) Holman Automotive Group in the amount of \$580,000 (*Gabriel v. KUNI*
27 *SDI, LLC, et al.*, Superior Court of California for the County of San Diego, Case No. 37-2017-
28

1 00025191); (vii) Aircraft Service International in the amount of \$1,100,000 (*Martin v. Aircraft Service*
2 *International, Inc., et al.*, Superior Court of California, County of San Francisco Case No. CGC-18-
3 566072); (viii) Easy Driving School in the amount of \$896,000 (*Thomas v. Easy Driving School*,
4 Superior Court for the County of San Diego, Case No. 37-2018-00047639); (ix) Café Rio in the
5 amount of \$835,000 (*Quincho v. Café Rio*, Superior Court for the County of San Bernardino, Case
6 No. CIVDS2011822); (x) Altamed in the amount of \$1,570,000 (*Meek v. Altamed Health Services*,
7 Superior Court for the County of Los Angeles, Case No. 20STCV47464); (xi) Lululemon in the
8 amount of \$1,200,000 (*O'Donnell v. Lululemon USA, Inc.*, Superior Court for the County of Ventura,
9 Case No. 56-2020-00542441); (xii) Yourmechanic in the amount of \$1,285,000 (*Provost v.*
10 *Yourmechanic, Inc.*, Superior Court for the County of San Diego, Case No. 37-2017-00024056); (xiii)
11 Altamed in the amount of \$1,570,000 (*Meek v. Altamed Health Services*, Superior Court for the County
12 of Los Angeles, Case No. 20STCV47464); (ix) Oakhurst in the amount of \$380,000 (*Neff v. Oakhurst*
13 *Industries*, Superior Court for the County of Los Angeles, Case No. 21STCV21110); (x) and, Gurnick
14 Academy of Medical Arts in the amount of \$545,000 (*Serna v. Gurnick Academy of Medical Arts*,
15 Superior Court for the County of San Mateo, Case No. 22-CIV-01185). Based upon our significant
16 experience litigating claims for PAGA penalties, the opinion of experience counsel is that this is an
17 excellent settlement and the PAGA Payment here is greater on a per pay period basis than similar
18 settlements that my firm has previously negotiated, and which courts have approved.

19 (c) Then Chief Judge Irma Gonzales in a consolidated class action representing
20 hundreds of armed forces officers held that Blumenthal Nordrehaug Bhowmik De Blouw LLP was
21 "qualified counsel with extensive experience in class action litigation." *McPhail v. First Command*
22 *Fin. Planning, Inc.*, 247 F.R.D. 598, 611 (S.D. Cal. 2007). Examples of other contested actions where
23 class certification was granted Blumenthal Nordrehaug Bhowmik De Blouw LLP was appointed lead
24 class counsel in wage and hour class actions in Federal Court include *Schulz v. Qualxserv, LLC*, 2012
25 U.S. Dist. LEXIS 58561 (S.D. Cal. 2012); *Dobrosky v. Arthur J. Gallagher Serv. Co., LLC*, No. EDCV
26 13-0646 JGB (SPx), 2014 U.S. Dist. LEXIS 106345 (C.D. Cal. July 30, 2014); *Culley v. Lincare Inc.*,
27 No. 2:15-cv-00081-MCE-CMK, 2016 U.S. Dist. LEXIS 105704 (E.D. Cal. Aug. 10, 2016); *Nelson v.*
28

1 *Avon Prods.*, No. 13-cv-02276-BLF, 2015 U.S. Dist. LEXIS 51104 (N.D. Cal. Apr. 17, 2015); *Orozco*
2 *v. Illinois Tool Works*, U.S.D.C. Case No. 14-cv-02113-MCE, 2016 U.S. Dist. LEXIS 158115 (E.D.
3 Cal. February 17, 2017); *Metrow v. Liberty Mutual*, U.S.D.C. Case No. EDCV 16-1133 JGB (C.D.
4 Cal. May 1, 2017). Some examples of heavily contested State Court wage and hour class actions
5 where class certification was obtained and BNBD was appointed lead class counsel include *Vakili v.*
6 *Dignity Health, et al.*, San Francisco Superior Court, Case No. CGC-18-569456 (December 16, 2021);
7 *Armstrong v. Ruan Transport*, San Bernardino Superior Court, Case No. CIVDS1605897 (August 11,
8 2020); *Spears v. Health Net of California*, Sacramento County Superior Court, Case No. 34-2017-
9 00210560 (Oct. 8, 2019); *El Pollo Loco Wage and Hour Cases*, Orange County Superior Court, JCCP
10 Case No. 4957 (July 30, 2018); *Torrento v. Lucile Packard Children's Hospital*, Santa Clara County
11 Superior Court Case No. 2016-1-CV-291035 (July 17, 2018); *Salem v. Alliance*, San Bernadino
12 Superior Court, Case No. CIVRS1401129 (March 8, 2016); *Rivers v. Veolia*, Sonoma County Superior
13 Court Case No. SCV 255350 (March 9, 2016); *Mathies v. Union Bank*, San Francisco Superior Court
14 Case No. CGC-10-498077 (Sept. 11, 2013); *Jefferson v. Bottling Co, LLC*, Orange County Superior
15 Court Case No. 30-2009-00180102-CU-OE-CXC (Sept. 7, 2010); *Rangel v. Balboa Ambulance Co.*,
16 37-2008-00095700-CU-BT-CTL (Fe. 11, 2010); *Tan v. CSAA*, Orange County Superior Court, Case
17 No. 30-2008-00231219 (Nov. 23, 2009).

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

8 12. The hourly rates for staff at Blumenthal Nordrehaug Bhowmik De Blouw LLP are as
9 follows: Partner Attorneys from \$850 to \$995, Associate Attorneys from \$450 to \$750, Paralegals
10 from \$250 to \$275.⁶ My firm's hourly rates are based upon the Laffey Matrix with the appropriate 2%
11 increase adjustment for Southern California. A true and correct copy of the current Laffey Matrix is
12 attached hereto as Exhibit #4. These hourly rates have been approved by Court's throughout
13 California, including the Courts in the Superior Court of California. In fact, on August 1, 2018, District
14 Judge Andre Birotte Jr. explicitly found that Class Counsel's "rates generally appear reasonable and
15 'in line with those prevailing in the [relevant] community'—the Central District of California".
16 Finally, the reasonableness of Class Counsel's hourly rates is further confirmed by comparing such
17 rates with the rates of comparable counsel practicing complex and class litigation as detailed in the
18 National Law Journal Billing Survey. See e.g. *Zest IP Holdings, LLC v. Implant Direct MFG., LLC*,
19 2014 U.S. Dist. LEXIS 167563 (S.D. Cal. 2014) (finding that "Mayer Brown's \$775 average billing
20 rate for partners" and "Mayer Brown's \$543 average associate billing rate" are reasonable rates when
21 compared within 21 other firms practicing in the Southern District of California.) This survey is useful
22 to show that Class Counsel's rates are in line with the comparable rates of the defense counsel that
23 opposes these types of class claims, such as Mayer Brown noted above who is defense counsel in cases
24 currently being prosecuted by Class Counsel. In another example from several years ago, Sheppard
25 Mullin Richter & Hampton, who is opposing counsel in many cases prosecuted by Class Counsel (one
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27 ⁶ Some of the earlier time entries were billed at prior year rates, which were lower than the current
28 rates.

1 of the most frequent opposing counsel), charged rates as high as \$875 for partners and \$535 for
2 associates. Similarly, Paul Hastings, another opposing counsel in these types of cases, in years past
3 historically charged between \$900 and \$750 for partners and \$755 and \$335 for associates. Thus, the
4 rates charged by my firm for comparable work are less than these examples and are therefore
5 undoubtedly reasonable.

6 13. LWDA - The PAGA Notice sent to the LWDA is attached hereto as Exhibit #5.
7 Included with the PAGA Notice was a draft of the complaint providing further specificity as to the
8 allegations. In addition, the LWDA is being served with this motion which includes the Settlement
9 Agreement, as verified in the proof of service attached hereto as Exhibit #6.

10 14. Settlement Administration – ILYM Group, Inc. (“ILYM”) was selected as the
11 Settlement Administrator based upon their estimate. The ILYM estimate provides for Administration
12 Expenses in the amount of \$12,950. The estimate from ILYM is attached hereto as Exhibit #7.
13 Blumenthal has used ILYM successfully as the administrator in more than twenty prior settlements in
14 the last couple years and know them to be competent and experienced.

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

17 16. Pending Putative PAGA Actions – It is my understanding that there are no pending
18 putative PAGA actions with overlapping PAGA definitions asserting such claims that would be
19 extinguished or adversely affected by the settlement in this matter
20

21 I declare under penalty of perjury under the laws of the State of California that the foregoing
22 is true and correct. Executed this 30th day of April 2026 at San Diego, California.

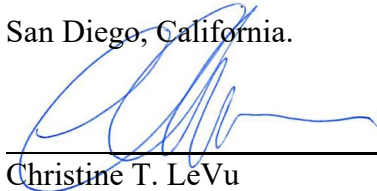
23
24 
Christine T. LeVu

EXHIBIT 1

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement (“Agreement”) is made by and between plaintiff Jennifer Goleman (“Plaintiff”) and defendant Packers Sanitation Services, Ltd., LLC (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

- 1.1. “Action” means the Plaintiff’s PAGA lawsuit alleging wage and hour violations against Defendant captioned *Jennifer Goleman v. Packers Sanitation Services, Ltd., LLC* (Case No. 23CV003770) initiated on July 5, 2023 in Superior Court of the State of California, County of Imperial and currently pending in Superior Court of the State of California, County of Monterey.
- 1.2. “Administrator” means ILYM Group, Inc. (“ILYM”), the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross PAGA Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with approval of this Settlement.
- 1.4. “Aggrieved Employees” means all individuals who are or previously were employed Defendant in California and classified as a non-exempt employee during the PAGA Period.
- 1.5. “Aggrieved Employee Data” means Aggrieved Employee identifying information in Defendant’s possession including the Aggrieved Employee’s name, last-known mailing address, Social Security number, and number of PAGA Pay Periods.
- 1.6. “Aggrieved Employee Address Search” means the Administrator’s investigation and search for current Aggrieved Employee mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Aggrieved Employees.
- 1.7. "Approval Order" means the proposed Court Order Granting Approval of PAGA Settlement.
- 1.8. “Court” means the Superior Court of California, County of Monterey.

- 1.9. “Defendant” means named defendant Packers Sanitation Services, Ltd., LLC.
- 1.10. “Defense Counsel” means Nathan K. Low of the law firm of Fisher & Phillips LLP.
- 1.11. “Effective Date” means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Approving the PAGA Settlement and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) the day the Court enters Judgment or (b) the time to appeal the Court Order has lapsed.
- 1.12. “Gross PAGA Settlement Amount” means the total sum of \$1,430,000.00 which is the maximum amount Defendant agrees to pay under the Settlement, except as provided in paragraph 8 below. The Gross PAGA Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, Plaintiff’s Service Payment, and the Administrator Expenses.
- 1.13. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Payment calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period.
- 1.14. “Judgment” means the judgment entered by the Court based upon the Approval Order.
- 1.15. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.16. “LWDA PAGA Payment” means the 75% of the PAGA Payment paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.17. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. *et seq.*).
- 1.18. “PAGA Counsel” means Norman B. Blumenthal, Kyle R. Nordrehaug, Aparajit Bhowmik, Nicholas J. De Blouw, Christine LeVu, Brooke Wilkinson Waldrop, and Adolfo Sanchez Contreras of the law firm of Blumenthal Nordrehaug Bhowmik De Blouw LLP (“BNBD”) and Eric Yaeckel and Cody Archer of the law firm Sullivan & Yaeckel Law Group, APC (“SYLG”), the attorneys representing the Plaintiff in the Action.
- 1.19. “PAGA Counsel Fees Payment” and “PAGA Counsel Litigation Expenses Payment” mean the amounts allocated to PAGA Counsel for reimbursement of

reasonable attorneys' fees and expenses, respectively, incurred to prosecute the Action.

1.20. "PAGA Notice" means Plaintiff Jennifer Goleman's January 3, 2023 letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).

1.21. "PAGA Payment" means the Gross PAGA Settlement Amount, less the following payments in the amounts approved by the Court: PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, Service Payment, and Administration Expenses Payment, which after these deductions is the total amount of PAGA civil penalties to be paid from the Gross PAGA Settlement Amount, allocated 25% to the Aggrieved Employees and the 75% to LWDA in settlement of PAGA claims.

1.22. "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.

1.23. "PAGA Period" means the period from July 5, 2022 to March 20, 2026.

1.24. "Plaintiff" means Jennifer Goleman, the named plaintiff in the Action.

1.25. "Released PAGA Claims" means the claims being released by the Plaintiff and PAGA Counsel and as described in Paragraph 5.1 below.

1.26. "Released Parties" means Defendant, and each of its parents, and subsidiaries, and each of their respective officers and directors, shareholders, persons, employees, agents, servants, representatives, members, attorneys, insurers, re-insurers,

1.27. "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.

1.28. "Service Payment" means the service payment made to the Plaintiff in order to compensate for initiating the Action, performing work in support of the Action, and undertaking the risk of liability for Defendant's expense.

2. RECITALS

2.1. On July 5, 2023, Plaintiff commenced the Action by filing a Representative Action Complaint against Defendant alleging a single cause of action for recovery of civil penalties for Violation of the PAGA [Labor Code §§ 2698, *et seq.*].

2.2. In addition to the Gross PAGA Settlement Amount, Defendant has agreed to

separately settle Plaintiff's individual claims pursuant to a separate confidential Individual Settlement Agreement ("Individual Settlement"). Plaintiff's individual claims were not at issue in the Action and exist independent and apart from the PAGA claims at issue in the Action. If the Court and/or the LWDA requires the Parties to submit the terms of Plaintiff's Individual Settlement Agreement to obtain approval of the PAGA settlement in the Action, the Parties agree that the terms of Plaintiff's Individual Settlement Agreement will only be submitted under seal or disclosed to the Court and/or LWDA in some other way to ensure that the Individual Settlement amount is not disclosed publicly.

- 2.3. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave timely written notice to Defendant and the LWDA by sending the PAGA Notice.
- 2.4. On January 20, 2026, the Parties participated in an all-day mediation presided over by Todd Smith, Esq. which led to this Agreement to settle the Action.
- 2.5. Prior to mediation, Plaintiff obtained, through informal discovery, documents relating to Defendant's policies, practices, and procedures regarding paying non-exempt employees for all hours worked, overtime, meal and rest period policies, payroll and operations policies, and more.
- 2.6. The Parties, PAGA Counsel and Defense Counsel acknowledge the existence of a pending action titled *Jorge Reyes Baza v. Packers Sanitation Services, LTD. et al.*, San Diego Superior Court Case No. 25CU069375C. The Parties represent that this Settlement is intended to resolve only the claims defined herein. Defense Counsel will address separately the claim(s) set forth in the pending *Baza* action with counsel in that matter and jurisdiction accordingly.

3. MONETARY TERMS.

- 3.1. Gross PAGA Settlement Amount. Except as provided in paragraph 8 below, Defendant promises to pay \$1,430,000.00 and no more as the Gross PAGA Settlement Amount. The Gross Settlement Amount includes the Individual PAGA Payments to the Aggrieved Employees, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, Plaintiff's Service Payment, and the Administration Expenses Payment. Defendant has no obligation to pay the Gross PAGA Settlement Amount prior to the deadline stated in Paragraph 6.1 of this Agreement. The Administrator will disburse the entire Gross PAGA Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. The Gross PAGA Settlement Amount shall be all-in and none of the Gross PAGA Settlement Amount will revert to Defendant.
- 3.2. Payments from the Gross PAGA Settlement Amount. The Administrator will make

and deduct the following payments from the Gross PAGA Settlement Amount, in the amounts specified by the Court in the Approval Order:

- 3.2.1 To Plaintiff: Service Payment to Plaintiff of not more than \$15,000 (in addition to any Individual PAGA Payment the Plaintiff is entitled to receive as an Aggrieved Employee). Defendant will not oppose Plaintiff's request for a Service Payment that does not exceed this amount. As part of the motion for PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment, Plaintiff will seek Court approval for any Service. If the Court approves a Service Payment less than the amount requested, the Administrator will retain the remainder in the PAGA Payment. The Administrator will pay the Service Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Service Payment.
- 3.2.2 To PAGA Counsel: A PAGA Counsel Fees Payment of not more than one-third (1/3) of the Gross PAGA Settlement Amount which is currently estimated to be \$476,666 and PAGA Counsel Litigation Expenses Payment of not more than \$42,000. Defendant will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the PAGA Payment. Released Parties shall have no liability to PAGA Counsel or any other Plaintiff's Counsel arising from any claim to any portion any PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Expenses Payment using one or more IRS 1099 Forms. The payment of the PAGA Counsel Fees Payment shall be allocated as follows: 45.1% to BNBD and 54.9% SYLG. The PAGA Counsel Litigation Expenses Payment shall be allocated between firms based upon the expenses actually incurred by each firm as set forth in the declarations by PAGA Counsel. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments.
- 3.2.3 To the Administrator: An Administrator Expenses Payment not to exceed \$14,245 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than \$14,245, the Administrator will retain the remainder in the PAGA Payment.
- 3.2.4 To the LWDA and Aggrieved Employees: PAGA Payment in the amount of not less than \$882,089 to be paid from the Gross PAGA Settlement Amount, with 75% (no less than \$661,566.75) allocated to the LWDA PAGA Payment and 25%

(no less than \$220,522.25) allocated to the Individual PAGA Payments. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Payment by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment. If the Court approves the PAGA Payment of less than the amount requested, the Administrator will allocate the remainder to the PAGA Payment. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

- 4.1. Aggrieved Employee Pay Periods. Based on a review of its records to date, Defendant estimates there are 2,386 Aggrieved Employees who worked a total of 90,074 PAGA Pay Periods during the PAGA Period.
- 4.2. Aggrieved Employee Data. Within twenty-one (21) days, Defendant will simultaneously deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employee' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify PAGA Counsel if it discovers that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Aggrieved Employee Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.
- 4.3. Funding of Gross PAGA Settlement Amount. Defendant shall fully fund the Gross PAGA Settlement Amount by transmitting the funds to the Administrator no later than thirty (45) days after from Final Approval of Settlement in the Action.
- 4.4. Payments from the Gross PAGA Settlement Amount. Within fourteen (14) days after Defendant funds the Gross PAGA Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, Plaintiff's Service Payment, and the PAGA Counsel Expenses Payment. Disbursement of the PAGA Counsel Litigation Expenses Payment shall not precede disbursement of Individual PAGA Payments.

4.4.1. The Administrator will issue checks for the Individual PAGA Payments and send them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the void date, which is 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.4.2. The Administrator must conduct an Aggrieved Employee Address Search for all Aggrieved Employees whose checks are returned undelivered without USPS forwarding address. Within seven (7) days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Aggrieved Employee Address Search. The Administrator need not take further steps to deliver checks to Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Aggrieved Employee whose original check was lost or misplaced, requested by the Aggrieved Employee prior to the void date.

4.4.3. For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to a Court approved charity pursuant to California Code of Civil Procedure section 384 (the "Cy Pres Recipient"). The Parties agree to propose Legal Aid at Work as the Cy Pres Recipient. The Parties, Class Counsel and Defense Counsel represent that they have no interest or relationship, financial or otherwise, with the intended Cy Pres Recipient.

4.4.4. The payment of Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to the Aggrieved Employees (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. RELEASES OF CLAIMS. Effective on the date when Defendant fully funds the entire Gross PAGA Settlement Amount Plaintiff and PAGA Counsel will release claims against all Released Parties as follows:

5.1 Release by Aggrieved Employees:

All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all "Released PAGA Claims". "Released PAGA Claims" means all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated

in the Action, and the PAGA Notices submitted by Plaintiff to the LWDA, which occurred during the PAGA Period, including violations of California Labor Code sections 201, 202, 203, 204 *et seq.*, 210, 218, 221, 226(a), 226.7, 227.3, 246 *et seq.*, 510, 512, 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, 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), violation of applicable Industrial Welfare Commission Wage Order(s) including but not limited to IWC Wage orders 4-2001 and 5-2001, and pursuant to California Labor Code section 2699.5, and expressly excluding all other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, and California class claims, and Plaintiff's individual claims that are subject to a separate release, and PAGA claims outside of the PAGA period.

5.2 Release by PAGA Counsel:

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

6. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT. The Parties agree to jointly prepare and file an application or motion for approval of this Settlement.

- 6.1 Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor Code Section 2699, subd. (f)(2)) including (i) a draft proposed Order Granting Approval of PAGA Settlement; (ii) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Aggrieved Employee Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Aggrieved Employees or the LWDA; and the nature and extent of any financial relationship with Plaintiff, PAGA Counsel or Defense Counsel; (iii) a signed declaration from PAGA Counsel firm attesting to its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); (iv) a redlined version of the parties' Agreement showing all modifications made to the Model Agreement ready for filing with the Court; and (v) all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Administrator. In their Declarations, Plaintiff and PAGA Counsel shall aver that, apart from what

is stated above in Paragraph 2.6, they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

- 6.2 Responsibilities of PAGA Counsel. PAGA Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the application or motion for approval of this Settlement no later than sixty (60) days after the full execution of this Agreement and, if necessary, obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion. PAGA Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.
- 6.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed application or motion for approval of this Settlement and/or the supporting declarations and documents, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant the motion for approval of this Settlement or conditions its approval on any material change to this Agreement, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION.

- 7.1. Selection of Administrator. The Parties have jointly selected ILYM to serve as the Administrator and verified that, as a condition of appointment, ILYM agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.
- 7.2. Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.
- 7.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.
- 7.4. Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

8. AGGRIEVED EMPLOYEE SIZE ESTIMATES and ESCALATOR CLAUSE

Defendant estimates that there are approximately 90,074 Pay Periods worked during the PAGA Period. If that number is incorrect by more than 10%, then the gross settlement amount will be increased proportionately. For example, if the number is 11% higher, the gross settlement amount will be increased by 1%. In the alternative, Defendant, in its sole discretion, may elect to shorten the release period to stay within the 10% cushion.

9. CONTINUING JURISDICTION OF THE COURT. The Parties agree that after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement pursuant to C.C.P. Section 664.6 solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing Settlement Administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

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

10. ADDITIONAL PROVISIONS.

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

- 10.2 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.
- 10.3 Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.
- 10.4 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of the mediator, Todd Smith, Esq., for resolution.
- 10.5 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 10.6 No Tax Advice. Neither Plaintiff, PAGA Counsel, Defendant nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 10.7 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 10.8 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 10.9 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of

California, without regard to conflict of law principles.

- 10.10 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 10.11 Confidentiality. Other than information necessary to secure Court approval of this settlement, the Parties agree to keep confidential all matters relative to this Settlement, including the terms of the Settlement and the facts and circumstances leading up to it. If asked about the disputes between the Parties, the Parties shall provide no other statement than “the matter has been resolved” or “the matter has settled.” The Parties may, however, discuss the terms of this Settlement with their spouses, attorneys, financial advisors, tax advisors, and accountants, or upon a valid court order, at which time the individual receiving information about the terms of this Settlement shall be informed that the terms of this Settlement are confidential, and the individual may not reveal or disclose to any third party the terms of the Settlement. Except as set forth above, neither Plaintiff nor PAGA Counsel shall issue a press release, hold a press conference, publish information about the settlement on any website or social media, respond to any press inquiries, or otherwise publicize the settlement or communicate its terms in public or in private.
- 10.12 Use and Return of Aggrieved Employee Data. Information provided to PAGA Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the PAGA Data provided to PAGA Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the Administrator discharges its obligation to pay out of all Settlement funds, Plaintiff shall destroy all paper and electronic versions of Aggrieved Employee Data received from Defendant unless, prior to the Administrator’s payment of all Settlement Funds, Defendant makes a written request to PAGA Counsel for the return, rather than the destructions, of Aggrieved Employee Data.
- 10.13 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 10.14 Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

10.15 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff: Norman Blumenthal
norm@bamlawca.com
Kyle R. Nordrehaug
kyle@bamlawca.com
Nicholas J. De Blouw
deblouw@bamlawca.com
Blumenthal Nordrehaug Bhowmik De Blouw LLP
2255 Calle Clara
La Jolla, California 92037
Phone: (858) 551-1223
Facsimile: (858) 551-1232

To Defendant: Nathan K. Low
Annie Lau
Garrick Y. Chan
FISHER & PHILLIPS LLP
One Montgomery Street, Suite 3400
San Francisco, California 94104
Telephone: (415) 490-9000
Facsimile: (415) 490-9001

10.16 Execution in Counterparts. This Settlement Agreement is subject only to the execution of all Parties. However, this Agreement may be executed in one or more counterparts by facsimile, electronic signature, or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

10.17 Court Filings. The Parties agree not to object to any Court filings consistent with this Agreement.

10.18 No Other Pending Claims. Plaintiff represents that she does not have any other pending claims, complaints, charges, or lawsuits of any kind whatsoever with any court, governmental agency, or other regulatory body with respect to any matter arising out of her employment with Defendant, or otherwise related to Defendant.

10.19 Stay of Litigation. The Parties agree that upon the execution of this

Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement the time within which to bring the action to trial under CCP 583.310 shall be extended for a period of not less than one (1) year starting from March 12, 2026. In the event the settlement is not finally approved, or is terminated, cancelled or fails to become effective for any reason, the Parties shall revert back to their respective positions on January 20, 2026. The Parties shall cooperate in good faith to secure a court order staying the Action and all deadlines, pending implementation of the settlement. If the Court denies approval of the settlement, the Parties will resume litigation.

11. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: 04/30/2026 
Jennifer Randall (Apr 30, 2026 13:20:39 PDT)
Plaintiff Jennifer Goleman

Dated: _____

[name]
For Defendant Packers Sanitation Services

Dated: 5/6/26 
Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorney for Plaintiff

Dated: _____
Eric Yaeckel
Sullivan & Yaeckel Law Group, APC
Attorney for Plaintiff

Dated: _____
Nathan Low
Fisher & Phillips LLP
Attorneys for Defendant

Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement the time within which to bring the action to trial under CCP 583.310 shall be extended for a period of not less than one (1) year starting from March 12, 2026. In the event the settlement is not finally approved, or is terminated, cancelled or fails to become effective for any reason, the Parties shall revert back to their respective positions on January 20, 2026. The Parties shall cooperate in good faith to secure a court order staying the Action and all deadlines, pending implementation of the settlement. If the Court denies approval of the settlement, the Parties will resume litigation.

11. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: _____
Plaintiff Jennifer Goleman

Dated: May 5, 2026
Kevin J O'Neill
Kevin O'Neill
For Defendant Packers Sanitation Services, Ltd., LLC

Dated: _____
Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorney for Plaintiff

Dated: _____
Eric Yaeckel
Sullivan & Yaeckel Law Group, APC
Attorney for Plaintiff

Dated: _____
Nathan Low
Fisher & Phillips LLP
Attorneys for Defendant

Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement the time within which to bring the action to trial under CCP 583.310 shall be extended for a period of not less than one (1) year starting from March 12, 2026. In the event the settlement is not finally approved, or is terminated, cancelled or fails to become effective for any reason, the Parties shall revert back to their respective positions on January 20, 2026. The Parties shall cooperate in good faith to secure a court order staying the Action and all deadlines, pending implementation of the settlement. If the Court denies approval of the settlement, the Parties will resume litigation.

11. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: _____
Plaintiff Jennifer Goleman

Dated: _____
_____[name]
For Defendant Packers Sanitation Services

Dated: _____
Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorney for Plaintiff

Dated: 4/28/26

Eric Yaeckel
Sullivan & Yaeckel Law Group, APC
Attorney for Plaintiff

Dated: 4/28/26

Nathan Low
Fisher & Phillips LLP
Attorneys for Defendant

EXHIBIT 2

Blumenthal Nordrehaug Bhowmik DeBlouw LLP

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

INVOICE

Invoice # 1
Date: 04/15/2026
Due On: 05/15/2026

Jennifer Goleman
PO Box 748
Lemoore, CA 93245

CA2815

Packers Sanitation Services, LTD.

Services

Attorney	Date	Notes	Quantity	Rate	Total
RE	04/19/2023	Review case notes/damage analysis	0.50	\$675.00	\$337.50
RE	04/19/2023	Review & analyze employment file documents	2.50	\$675.00	\$1,687.50
RE	04/20/2023	Review file; confer w ND re venue	0.40	\$675.00	\$270.00
RE	04/20/2023	Review, edit & finalize class action complaint draft	2.80	\$675.00	\$1,890.00
RE	04/20/2023	Draft summons & civil case cover sheet re class action	0.50	\$675.00	\$337.50
RE	04/20/2023	Review & finalize class action complaint package; file in Mont. Sup. Ct.	0.60	\$675.00	\$405.00
RE	04/21/2023	Review court returned docs; review notice of assignment & hearing; review docket; memo to firm re judicial/departement assignment and status of initial case management conference re class action	0.50	\$675.00	\$337.50
ASC	05/03/2023	Add case to spreadsheets, add FC and courtlink	0.30	\$250.00	\$75.00
SB	05/19/2023	Review complaint, analyze, advise ND	2.60	\$450.00	\$1,170.00
RE	06/13/2023	Prepare initial documents for service of process re class action; identify reg. agent; send out for service of process	0.70	\$675.00	\$472.50
RE	06/14/2023	File Proof of service of summons re class action;	0.50	\$675.00	\$337.50

memo to firm re post-service written discovery					
SB	06/21/2023	Revise complaint, advise ND	2.80	\$450.00	\$1,260.00
ASC	06/21/2023	Update spreadsheet re SOP done, no stay on disco, no PAGA	0.10	\$250.00	\$25.00
RE	07/05/2023	Draft PAGA-only Representative Action complaint	3.80	\$675.00	\$2,565.00
RE	07/05/2023	Draft summons and civil case cover sheet re paga action	0.50	\$675.00	\$337.50
RE	07/05/2023	Review & finalize PAGA only complaint package; file in Imperial Co. Sup. Ct.	0.50	\$675.00	\$337.50
RH	07/06/2023	Preparation to meet and confer re CMC by comprehensive review of file materials ,including Court order, local rules, docket, Secretary of State and other online information re Defendant, communications, and determination of potential methods of contact to ascertain legal representation..	0.70	\$675.00	\$472.50
RE	07/07/2023	Review court-returned documents re paga action; review docket; memo to firm re judicial/ department assignment and status of initial case management conference	0.50	\$675.00	\$337.50
RE	07/07/2023	Provide notice to LWDA of PAGA filing	0.40	\$675.00	\$270.00
RH	07/07/2023	Telephone call to Alison, legal secretary for Defendant, re Defendant's legal representation and intent for appearance.	0.20	\$675.00	\$135.00
RH	07/07/2023	Telephone call and follow-up correspondence with Garrick Chan re introduction, handling of joint case management statement, and further telephone call to meet and confer re: initial case topics for CMC.	0.60	\$675.00	\$405.00
RH	07/07/2023	Review and revision of draft Joint Case Management Statement, and preparation of correspondence to Garrick Chan re same.	0.50	\$675.00	\$337.50
RH	07/10/2023	Communications with Garrick Chan regarding finalization of Joint Case Management Statement.	0.20	\$675.00	\$135.00
CL	07/10/2023	Receipt and review Joint Case Management Statement.	0.30	\$750.00	\$225.00
RH	07/10/2023	Correspondence from Yorleny Hernandez re Joint Case Management Statement.	0.10	\$675.00	\$67.50
ASC	07/10/2023	Update POS per OPC's confirmation of e-service agreement // Draft POS for PAGA case	0.30	\$250.00	\$75.00
ASC	07/11/2023	Add case to spreadsheets, check status of discovery, add to disco list, courtlinks OK	0.30	\$250.00	\$75.00

RH	07/13/2023	Correspondence with Garrick Chan regarding meet and confer as to case management conference topics.	0.20	\$675.00	\$135.00
CL	07/14/2023	Receipt and review Defendant's Answer to Complaint.	0.40	\$750.00	\$300.00
RH	07/17/2023	Correspondence with Garrick Chan re conference to meet and confer re CMC topics.	0.20	\$675.00	\$135.00
RH	07/17/2023	Receipt, review, and analysis of Defendant's Answer to Complaint in class action, and determination as to whether any action is required.	0.30	\$675.00	\$202.50
RH	07/18/2023	Telephone conference with Garrick Chan to meet and confer re pending case management conference, including potential mediation, arbitration agreement, Belaire-West notice, and stipulated protective order; preparation follow-up email re same.	0.40	\$675.00	\$270.00
RH	07/18/2023	Receipt, review, and analysis of LexisNexis case track alert re change in case status, and determination as to further handling of same.	0.10	\$675.00	\$67.50
ASC	07/21/2023	Prepare Notice of Remote Appearance, file via One Legal, serve via email	0.30	\$250.00	\$75.00
RH	07/24/2023	Preparation for pending CMC by comprehensive review of relevant file materials, including pleadings, correspondence, case management statements, and docket.	0.40	\$675.00	\$270.00
RH	07/24/2023	Receipt and review of Notice of Remote Appearance by Annie Lau, and determination as to further handling.	0.20	\$675.00	\$135.00
RH	07/25/2023	Preparation for and appearance at Case Management Conference; and circulate follow-up summary of same.	1.40	\$675.00	\$945.00
RH	07/26/2023	Receipt, review, and analysis of LexisNexis case track alert re change in case status, and determination as to further handling of same.	0.10	\$675.00	\$67.50
RH	07/27/2023	Receipt, review, and analysis of LexisNexis case track alert re change in case status, and determination as to further handling of same.	0.10	\$675.00	\$67.50
RH	07/28/2023	Receipt, review, and analysis of LexisNexis case track alert re change in case status, and determination as to further handling of same.	0.10	\$675.00	\$67.50
ASC	07/28/2023	Review Courtlinks alert re: Minute Order, doc not available for download, confirm new CMC on calendar	0.20	\$250.00	\$50.00

CL	08/01/2023	Receipt and review Notice of CMC.	0.30	\$750.00	\$225.00
RH	08/01/2023	Receipt, review, and analysis of Notice re Case Management Conference, and determination as to further handling.	0.20	\$675.00	\$135.00
RE	08/13/2023	Review file; review docket re notice of CMC; email to AC re pulling notice of CMC for service; email to OPC re service of PAGA action via NAR	0.40	\$675.00	\$270.00
ASC	08/14/2023	PAGA - Download CMC notice from courtlinks, save in the file and email to RE for Service of Process	0.20	\$250.00	\$50.00
CL	08/14/2023	Finalize Notice of CMC.	0.20	\$750.00	\$150.00
RE	08/16/2023	Review email from OPC re venue; legal research & email response to OPC re PAGA action venue and service of process via NAR of PAGA action	0.50	\$675.00	\$337.50
RE	08/24/2023	Review file for response from OPC; prep initial documents for service of process; identify reg. agent; send out for service of process via Knox re PAGA action	0.60	\$675.00	\$405.00
CL	08/25/2023	Email form A. Lau re: PAGA and Class claims filed in different counties and request for conference call.	0.30	\$750.00	\$225.00
RE	08/30/2023	File proof of service of summons re paga action; memo to firm re post service written discovery	0.50	\$675.00	\$337.50
ASC	08/30/2023	PAGA - Review status of SOP, update file and add case to draft discovery list	0.20	\$250.00	\$50.00
CL	08/30/2023	Telephone call with A. Lau re class and paga action and possible consolidation; Email to A. Lau re: arbitration.	0.50	\$750.00	\$375.00
RH	08/31/2023	Receipt, review, and analysis of LexisNexis case track alert re change in case status, and determination as to further handling of same.	0.10	\$675.00	\$67.50
CL	09/26/2023	Review and analyze Motion to Transfer Venue and Consolidate; Review and analyze CBA and Complaint to determine LMRA preemption; Discuss with AJ re: same.	0.90	\$750.00	\$675.00
CL	09/26/2023	Review and analyze Answer and Affirmative Defenses.	0.40	\$750.00	\$300.00
JH	09/26/2023	Review/analyze Motion to Transfer; advise CL	1.00	\$750.00	\$750.00
CL	09/26/2023	Email to N. Lowe re: stipulation to consolidate with agreement not remove; Telephone call to N. Lowe re: same.	0.50	\$750.00	\$375.00
AR	09/26/2023	Retrieve orders from CMCs; draft multiple	0.50	\$550.00	\$275.00

		correspondence regarding coordination.			
CL	09/29/2023	Draft Opposition to Motion to Transfer and Consolidate.	4.60	\$750.00	\$3,450.00
CL	09/29/2023	Draft LeVu Declaration ISO Opposition to Motion to Transfer and Consolidate.	1.80	\$750.00	\$1,350.00
ASC	10/04/2023	Review, organize, combine and bates stmap P's documents, put into exhibit book	1.00	\$250.00	\$250.00
AR	10/04/2023	Receive and review draft stipulation to transfer and consolidate; draft follow up correspondence with opposing counsel.	0.60	\$550.00	\$330.00
AR	10/09/2023	Receive and revise draft stipulation to consolidate; draft follow up correspondence; further revise and finalize for filing.	1.20	\$550.00	\$660.00
ASC	10/11/2023	Review status of stip filed by OPC re consolidate without removal, check ROA and Courtlink, stip not processed yet. Finalize oppo to motion to transfer and decl of CTL, add exhibits, preapre POS, file via One Legal, serve via email, circulate	1.50	\$250.00	\$375.00
AR	10/11/2023	Review opposition to motion to consolidate and transfer; draft follow up correspondence.	0.80	\$550.00	\$440.00
AR	10/11/2023	Multiple correspondence with opposing counsel regarding opposition and status of pending stip/ order; teleconference with CTL regarding the same.	0.60	\$550.00	\$330.00
AR	10/16/2023	Receive and review notice from Court; review stipulation and draft follow up correspondence.	0.80	\$550.00	\$440.00
CL	10/17/2023	Receipt and review Notice of Motion to Withdraw Motion to Transfer and Motion to Consolidate.	0.30	\$750.00	\$225.00
ASC	10/20/2023	PAGA - Confirm hearing 10/24 re Motion to consolidate off, no need for remote appearance	0.30	\$250.00	\$75.00
CL	10/20/2023	Prepare for Joint CMS; Email from/to G. Chan re: Joint CMS.	0.50	\$750.00	\$375.00
ASC	10/24/2023	PAGA - Review e-service notification re D's withdrawal of motion to transfer and joint motion to transfer, confirm case dismissed, update file	0.40	\$250.00	\$100.00
ASC	11/03/2023	Review status of case, check court's website, confirm 11/7 hearing on calendar, confirm zoom link for remote appearance	0.30	\$250.00	\$75.00
AR	11/07/2023	Prepare for and attend CMC; draft and circulate summary.	2.30	\$550.00	\$1,265.00
CL	11/16/2023	Receipt and review Notice of case transmittal and receipt of transfer	0.20	\$750.00	\$150.00

CL	11/17/2023	Receipt and review Notice re CMC.	0.30	\$750.00	\$225.00
CL	11/21/2023	Receipt and review Letter from N. Low re: meet and confer re: arbitration agreement with class action waiver; Review and analyze Arbitration Agreement; Discuss with Kyle re: same.	0.60	\$750.00	\$450.00
KN	11/21/2023	Analysis of arbitration agreement and issues; review email from CL; advise CL	0.50	\$950.00	\$475.00
CL	11/27/2023	Receipt and review Notice re Change of Venue.	0.20	\$750.00	\$150.00
YS	11/27/2023	Review Notice re Change of Venue received; updated internal spreadsheets with new court case info.	0.20	\$250.00	\$50.00
CL	12/18/2023	Email to/from G. Chan re: request for dismissal and stipulation.	0.30	\$750.00	\$225.00
CL	01/03/2024	Email from G. Chan re meet and confer re dismissal of the class action.	0.30	\$750.00	\$225.00
CL	01/12/2024	Revise and finalize Request for Dismissal and 3.770 Decl and proposed order.	0.40	\$750.00	\$300.00
YS	01/12/2024	Draft shells for RPD, proposed order, and declaration of CTL.	0.50	\$250.00	\$125.00
YS	01/12/2024	Finalize RFD, proposed order, and declaration of CTL for service. Prepare POS. File via Onelegal. Email to OPC re RFD. Email to Court docs for circulation.	0.60	\$250.00	\$150.00
CL	02/01/2024	Receipt and review Order Granting Dismissal of Action Without Prejudice (class)	0.20	\$750.00	\$150.00
YS	03/04/2024	Finalize Plaintiff's Case Management Statement for service. Create POS. File via Onelegal. Email to OPC re CMS. Email to Court Docs for circulation.	0.60	\$250.00	\$150.00
AR	03/04/2024	Review and outline file for status; draft CMC statement; finalize and submit for filing and service.	1.30	\$550.00	\$715.00
YS	03/05/2024	Review email from OPC re service list. Update POS on file with DEF's updated service list.	0.10	\$250.00	\$25.00
CL	03/05/2024	Receipt and review Defendant's Case Management Statement.	0.30	\$750.00	\$225.00
CL	03/14/2024	Receipt and review email from Y. Hernandez re: notice of remote appearance and posting jury fees; review and analyze same.	0.20	\$750.00	\$150.00
YS	03/15/2024	Review status of case, Confirm 3/19 CMC hearing still on calendar. Prepare notice of remote appearance. File via Onelegal. Email to OPC re	0.60	\$250.00	\$150.00

		notice. Circulate zoom link to appear remotely			
AR	03/19/2024	Prepare for and attend CMC; draft and circulate summary.	1.60	\$550.00	\$880.00
YS	03/22/2024	[PAGA] Place order with Knox to advance complex fees.	0.30	\$250.00	\$75.00
CL	03/25/2024	Receipt and review Notice of CMC.	0.30	\$750.00	\$225.00
YS	03/26/2024	[PAGA] Review receipt from court re paid complex fees. Email to AGN re paid fees. Update file with receipt.	0.20	\$250.00	\$50.00
CL	07/19/2024	Review and analyze Out of Court Minute order re: continuance of second case management conference and setting of Trial.	0.20	\$750.00	\$150.00
CL	07/30/2024	Receipt and review Defendant's CMC Statement.	0.20	\$750.00	\$150.00
ASC	07/30/2024	Review Defendant's CMC statement	0.50	\$250.00	\$125.00
ASC	07/30/2024	Draft Plaintiff's CMC Statement, finalize and file via One Legal, serve via email	1.00	\$250.00	\$250.00
YS	07/31/2024	PAGA - Prepare shells for Plaintiff's set one discovery requests (RFA, RFP, SROGS, FROGS, PMK NOD, BW Notice, P.O., and POS).	1.00	\$250.00	\$250.00
YS	08/02/2024	Review status of case, Confirm 8/14 CMC hearing still on calendar, circulate zoom link to appear remotely	0.30	\$250.00	\$75.00
ASC	08/02/2024	Revise and Finalize RFA 1 - Class	0.40	\$250.00	\$100.00
ASC	08/02/2024	Revise and Finalize RFP 1 - Class	0.40	\$250.00	\$100.00
ASC	08/02/2024	Revise and Finalize Srog 1 - Class	0.40	\$250.00	\$100.00
ASC	08/02/2024	Revise and Finalize Rrog 1 - Class	0.40	\$250.00	\$100.00
ASC	08/02/2024	Revise and Finalize Frog-EL 1 - Class	0.40	\$250.00	\$100.00
ASC	08/02/2024	Revise and Finalize Protective Order draft - Class	0.40	\$250.00	\$100.00
ASC	08/02/2024	Revise and Finalize draft Belaire West Notice - Class	0.40	\$250.00	\$100.00
ASC	08/02/2024	Revise and Finalize Discovery POS - Class	0.40	\$250.00	\$100.00
ASC	08/02/2024	Review tentative ruling and email from J. Rehl-Garcia re notice of intent to present oral argument	0.40	\$250.00	\$100.00
ASC	08/12/2024	Review status of case; email to Plaintiff re status of case and upcoming events	1.00	\$250.00	\$250.00
ASC	08/14/2024	Prepare to attend CMC Hearing	0.50	\$250.00	\$125.00
ASC	08/14/2024	Attend CMC Hearing	1.00	\$250.00	\$250.00

CL	08/27/2024	Receipt and review Notice re trial and settlement conference	0.30	\$750.00	\$225.00
ASC	09/04/2024	Review and respond to email from G. Chan re extension for Defendant's discovery responses and mediation	0.50	\$250.00	\$125.00
YS	09/05/2024	Review email from OPC re revisions to Def's service list. Update POS with updated OPC's service list	0.30	\$250.00	\$75.00
ASC	09/05/2024	Email J. Goleman re status update and upcoming dates for her case	0.40	\$250.00	\$100.00
ASC	09/06/2024	Receive and respond to email from J. Goleman re request for a phone call to discuss case status	0.30	\$250.00	\$75.00
CL	09/12/2024	Telephone call with J. Coleman re: wrongful termination claims and Labor code claims before Labor Board and settlement.	0.40	\$750.00	\$300.00
CL	09/12/2024	Email and text message to J. Coleman re: wrongful termination claims and Labor code claims before Labor Board and settlement.	0.30	\$750.00	\$225.00
CL	09/12/2024	Review and analyze time records and payroll records; Email to Lietzow re: same.	0.30	\$750.00	\$225.00
CL	09/12/2024	Telephone call with J. Coleman re: offer of settlement and damages analysis related to the wrongful termination claim.	0.60	\$750.00	\$450.00
ASC	09/12/2024	Discuss client's concerns, phone call and status of discovery and potential MTC arb/Balderas dismissal	0.60	\$250.00	\$150.00
VR	09/12/2024	Receipt and Review of Correspondence: review correspondence between parties; review correspondence to plaintiff; review court's orders; advise CL	0.50	\$750.00	\$375.00
CL	09/13/2024	Email from J. Coleman re: status of labor commission claim for wrongful termination.	0.20	\$750.00	\$150.00
YS	09/13/2024	Draft shells for request for dismissal of Individual Non-Representative PAGA Claim and proposed order.	0.60	\$250.00	\$150.00
CL	09/13/2024	Draft Balderas Dismissal and LeVu Declaration re: dismissal of PAGA individual claims.	0.50	\$750.00	\$375.00
YS	09/13/2024	PAGA - Finalize Balderas dismissal of Non-rep PAGA Claim for service. Prepare POS. Add case to CTL's Onelegal, file dismissal. Email to Court Docs for circulation. Email to OPC re dismissal.	0.60	\$250.00	\$150.00
CL	09/13/2024	Telephone call from Deputy Flores re: wrongful termination LC claim and contact with Deputy	0.40	\$750.00	\$300.00

Mosley.					
CL	09/13/2024	Email to J. Coleman re: release of wage and hour claims and discussion with Deputy Mosley; Telephone call to J. Coleman re: same.	0.40	\$750.00	\$300.00
CL	09/16/2024	Email to B. Mosley re: settlement agreement and release.	0.50	\$750.00	\$375.00
CL	09/16/2024	Email from/to E. Lietzow re: missing time and payroll records and release of 2802 and meal period claims; Discuss with Nick re: same.	0.60	\$750.00	\$450.00
CL	09/16/2024	Email from/to E. Lietzow re: identification of missing payroll gaps; Discuss meet and confer with Adolfo re: missing payroll.	0.30	\$750.00	\$225.00
ASC	09/16/2024	Review and respond to email from G. Chan re request for extension to respond to Plaintiff's discovery, mediation and PMK dates	0.50	\$250.00	\$125.00
VR	09/19/2024	Receipt and Review of Correspondence: review correspondence re labor board claim; review correspondence re discovery and mediation; advise CL	0.40	\$750.00	\$300.00
CL	09/19/2024	Telephone call to J. Coleman re facts related to Labor Commissioner Claims and wrongful termination; Discuss with Nick, Tori and AJ re: wrongful termination brought before the Labor Commissioner and mediation.	0.50	\$750.00	\$375.00
CL	09/19/2024	Telephone call to Deputy Flores re: wrongful termination claim and possible mediation.	0.50	\$750.00	\$375.00
CL	09/19/2024	Email to Deputy Flores re: possible stay of the wrongful termination claim and possible mediation.	0.30	\$750.00	\$225.00
CL	09/19/2024	Telephone call to G. Chan re: possible stay of the wrongful termination claim and mediation.	0.40	\$750.00	\$300.00
CL	09/19/2024	Email to E. Lietzow re released claims related to meal and 2802 in preparation for damages analysis.	0.30	\$750.00	\$225.00
CL	09/19/2024	Email to G. Chan re: extension to discovery and request that missing time and payroll records are produced.	0.30	\$750.00	\$225.00
YS	09/19/2024	Review email from OPC re Def's obj to PMK NOD. Download and update file. Email to Court Docs for circulation.	0.20	\$250.00	\$50.00
YS	09/23/2024	Review Onelegal re status of Balderas dismissal, appears as in progress.	0.10	\$250.00	\$25.00
YS	09/30/2024	Review Onelegal for status of balderas dismissal,	0.20	\$250.00	\$50.00

		request was accepted but does not appear on the court docket yet.			
YS	10/03/2024	Review correspondence from Defs re AE info. Update internal class spreadsheet with info. Update file with correspondence.	0.20	\$250.00	\$50.00
VR	11/04/2024	Review and Analyze: review and analyze correspondence between counsel; review documents; advise NDB; correspondence to Def	0.90	\$750.00	\$675.00
CL	11/07/2024	Email from N. Low re mediation with T. Smith.	0.20	\$750.00	\$150.00
YS	11/08/2024	Review email from mediator's office. Email correspondence to Dani with requested information for mediation.	0.30	\$250.00	\$75.00
VR	11/22/2024	Review and Revise: review and revise stipulation re stay pending mediation; review correspondence between parties; review court's orders; correspondence to def	0.70	\$750.00	\$525.00
CL	11/25/2024	Email from Y. Hernandez re Joint Stipulation to Stay.	0.20	\$750.00	\$150.00
ASC	12/04/2024	Review email from G. Chan re defendant's request for extension to respond to discovery	0.30	\$250.00	\$75.00
YS	12/05/2024	Telephone call to court re status of stip to stay, spoke with clerk. Email to team C re status.	0.20	\$250.00	\$50.00
CL	12/30/2024	Email from G. Chan re: Joint Stipulation to Stay Pending Mediation denied.	0.20	\$750.00	\$150.00
CL	01/06/2025	Email from/to J. Goleman re: status of mediation and stay pending mediation.	0.30	\$750.00	\$225.00
VR	01/07/2025	Review and Revise: review and revise joint stipulation to stay case and continue dates; correspondence to Def; review correspondence between parties and court's orders	0.50	\$750.00	\$375.00
CL	01/07/2025	Email from G Chan re: amended joint stipulation to stay pending mediation; Receipt and review same.	0.20	\$750.00	\$150.00
YS	01/07/2025	Finalize amended stip to stay for service. Prepare POS. File via Onelegal. Email to OPC re notice. Email to Court Docs for circulation.	0.60	\$250.00	\$150.00
CL	01/09/2025	Email from/to J. Goleman re: settlement value and status.	0.20	\$750.00	\$150.00
CL	02/27/2025	Receipt and review related Packer's Sanitation case order re motion to compel arbitration; Discuss wit Nick and Kyle.	0.30	\$750.00	\$225.00
YS	02/27/2025	Review court docket for related Rodriguez matter.	0.30	\$250.00	\$75.00

		Download the court docket. Email the court requesting complaint.			
CL	02/28/2025	Email from D. Mare re: confirmation of mediation and invoice.	0.20	\$750.00	\$150.00
AR	03/11/2025	Multiple correspondence with AB regarding JPA.	0.30	\$550.00	\$165.00
ASC	03/11/2025	Review related Parra matter and draft Joint Prosecution Agreement	1.00	\$250.00	\$250.00
YS	03/12/2025	Place order with Knox for runner to pull complaint in related case Rodriguez	0.30	\$250.00	\$75.00
CL	03/13/2025	Telephone call with J. Coleman re: settlement with Labor Board.	0.30	\$750.00	\$225.00
CL	03/13/2025	Email from J. Coleman re: Labor Board settlement agreement.	0.20	\$750.00	\$150.00
CL	03/13/2025	Review and analyze Labor Board settlement agreement to determine PAGA carve out in preparation for call with J. Coleman.	0.50	\$750.00	\$375.00
CL	03/13/2025	Telephone call with J. Coleman re: JPA and Labor Board settlement agreement.	0.30	\$750.00	\$225.00
ASC	03/13/2025	Follow up with E. Yaeckel re draft JPA	0.30	\$250.00	\$75.00
CL	03/17/2025	Receipt and review Notice of Related Case.	0.30	\$750.00	\$225.00
YS	03/20/2025	Prepare shell for notice of association in the Rodriguez case	0.40	\$250.00	\$100.00
ASC	03/25/2025	Revise notice of association of counsel; circulate to co-counsel for review	0.50	\$250.00	\$125.00
ASC	03/26/2025	Discuss notice of association of counsel with co-counsel; have notice finalized and filed	0.30	\$250.00	\$75.00
YS	03/27/2025	Finalize Plaintiff's Notice of Association for service. Prepare POS. File via Onelegal. Email to OPC re report. Email to Court Docs for circulation.	0.60	\$250.00	\$150.00
CL	03/28/2025	Receipt and review JPA; Email from E. Yaeckel re same.	0.30	\$750.00	\$225.00
ASC	04/17/2025	Email to E. Yaeckel re discussing a call with opposing counsel to talk about scope of mediation	0.30	\$250.00	\$75.00
ASC	04/21/2025	Reply to G. Chan re availability for a call to discuss mediation and scope	0.30	\$250.00	\$75.00
ASC	04/24/2025	Prepare for call with Co-Plaintiff and Opposing Counsel to discuss scope of mediation	0.50	\$250.00	\$125.00
ASC	04/24/2025	Call with Co-Plaintiff and Opposing Counsel to discuss scope of mediation	0.50	\$250.00	\$125.00

CL	06/26/2025	Email from E Yaeckel re: meet and confer re: mediation with Goleman.	0.20	\$750.00	\$150.00
ASC	07/02/2025	Draft mediation data request and send to AJ for revision	1.00	\$250.00	\$250.00
ASC	07/03/2025	Finalize and serve mediation data request	0.50	\$250.00	\$125.00
CL	07/08/2025	Email from G. Chan re: meet and confer re: mediation data request.	0.20	\$750.00	\$150.00
ASC	07/22/2025	Email to G. Chan re date of production of mediation data	0.30	\$250.00	\$75.00
CL	07/29/2025	Email from E. Yaeckel re: mediation data request expanded by Parra.	0.20	\$750.00	\$150.00
CL	07/29/2025	Email from/to D. Mare re: mediation participation identification and contact information.	0.20	\$750.00	\$150.00
ASC	07/29/2025	Email to G. Chan re date of production of mediation data	0.30	\$250.00	\$75.00
YS	08/01/2025	Review Def's mediation data, create Box folder, upload file, email to expert re new case	0.30	\$250.00	\$75.00
ASC	08/01/2025	Download and review Defendant's mediation data production; advise YS to send to expert via box	2.00	\$250.00	\$500.00
CL	08/04/2025	Email from G. Chan re: request to continue mediation and alternative, mediation dates.	0.30	\$750.00	\$225.00
ASC	08/06/2025	Review and confirm mediation rescheduled, calendar new deadline to submit mediation brief	0.30	\$250.00	\$75.00
CL	08/11/2025	Email from E. Yaeckel re: Parra Rodriguez action included in mediation.	0.30	\$750.00	\$225.00
CL	08/12/2025	Email from C. Li re: expert PAGA analysis with one-year damages; Receipt and review PAGA analysis with one-year damages	0.30	\$750.00	\$225.00
ASC	08/12/2025	Receive and review correspondence and mediation analysis from expert	1.00	\$250.00	\$250.00
CL	08/13/2025	Email from/to G. Chan re: 2nd Amended Stipulation to Stay Pending Mediation; Revise 2nd Amended Stipulation to Stay Pending Mediation and Proposed Order.	0.80	\$750.00	\$600.00
CL	08/14/2025	Revise Second Amended Joint Stipulation to Continue Mediation; Email from/to G. Chan re revisions to same.	1.10	\$750.00	\$825.00
CL	08/15/2025	Email from Y. Hernandez re: Second Amended Joint Stipulation to Stay Pending Mediation; Receipt and review Second Amended Joint Stipulation to Stay Pending Mediation	0.30	\$750.00	\$225.00

ASC	08/18/2025	Email from and to client re update and status of mediation	0.40	\$250.00	\$100.00
CL	08/25/2025	Receipt and review Order granting Amended Joint Stipulation to stay pending mediation; Email from G. Chan re: same.	0.40	\$750.00	\$300.00
BW	09/02/2025	Review dockets, correspondence, and recent Minute Order re mediation joint report and current procedural posture	0.30	\$750.00	\$225.00
BW	09/08/2025	Review docket re continued hearing; confer with att'y C. LeVu	0.10	\$750.00	\$75.00
BW	09/09/2025	Review dockets and Order re continuing 9/9/25 hearing	0.20	\$750.00	\$150.00
BW	09/09/2025	Confer with att'y C. LeVu and staff re information from dockets and Order re continuing 9/9/25 hearing	0.10	\$750.00	\$75.00
ASC	09/11/2025	Review and respond to email from mediator re confirmation of mediation and mediation date	0.30	\$250.00	\$75.00
CL	09/12/2025	Email from D. Mare re confirmation mediation letter.	0.30	\$750.00	\$225.00
CL	11/13/2025	Email from G. Chan re: mediation of Parra and Goleman claims.	0.20	\$750.00	\$150.00
ASC	12/10/2025	Email expert re request for updated mediation analysis	0.30	\$250.00	\$75.00
ASC	12/11/2025	Review mediation data and documents produced; calculate needed sample and email OPC	0.60	\$250.00	\$150.00
ASC	12/12/2025	Follow up with G. Chan re mediation data request	0.30	\$250.00	\$75.00
ASC	12/17/2025	Follow up with G. Chan re status updated data points	0.30	\$250.00	\$75.00
ASC	01/05/2026	Email to G. Chan re follow up on mediation data production	0.30	\$250.00	\$75.00
ASC	01/05/2026	T/C with G. Chen re mediation data and related matter; advise AJ	0.80	\$250.00	\$200.00
ASC	01/05/2026	Email to expert re data points and extrapolation for analysis	0.20	\$250.00	\$50.00
ASC	01/12/2026	Prepare mediation brief	1.00	\$250.00	\$250.00
SB	01/12/2026	Speak with client in advance of mediation, analyze claims, advise AJB	2.80	\$450.00	\$1,260.00
ASC	01/13/2026	Respond to email from Plaintiff re question about mediation	0.20	\$250.00	\$50.00

ASC	01/13/2026	Email to G. Chan re scope of mediation and set up a T/C	0.20	\$250.00	\$50.00
ASC	01/13/2026	T/C wotj G. Chan	0.20	\$250.00	\$50.00
ASC	01/13/2026	Brief, procedural history	1.00	\$250.00	\$250.00
ASC	01/13/2026	Review P's docs	1.00	\$250.00	\$250.00
ASC	01/13/2026	Review D's docs PSSI 00298-00456 re personnel file	0.80	\$250.00	\$200.00
ASC	01/13/2026	Review D's docs PSSI 00001-146 - time records	0.30	\$250.00	\$75.00
ASC	01/13/2026	Review exert's chart	0.50	\$250.00	\$125.00
ASC	01/13/2026	Review communications with client	1.00	\$250.00	\$250.00
ASC	01/13/2026	Continue to draft and revise mediation brief	2.00	\$250.00	\$500.00
ASC	01/13/2026	Prepare exhibits for mediation brief	0.40	\$250.00	\$100.00
ASC	01/15/2026	Finalize and Send draft brief and exhibits to Co Counsel for review and approval	0.30	\$250.00	\$75.00
AB	01/16/2026	Prep and appear for mediation	6.00	\$895.00	\$5,370.00
YS	01/19/2026	Review and organize Def's documents, update exhibit book for mediation.	0.40	\$250.00	\$100.00
SB	01/19/2026	Prepare for mediation, review and analyze mediation brief, advise AJB	2.60	\$450.00	\$1,170.00
AB	01/20/2026	Prep/appear for mediation.	6.00	\$895.00	\$5,370.00
YS	01/21/2026	Revise POS on file with Co-counsel info	0.10	\$250.00	\$25.00
ASC	01/22/2026	Respond to email from Plaintiff Golemand re request for post-mediation update	0.20	\$250.00	\$50.00
BW	02/02/2026	Review correspondence re: MOU; prepare for meeting/draft memorandum to att'y S. Blumenthal re next steps/strategy for MOU	0.10	\$750.00	\$75.00
ASC	02/02/2026	Review and revise propose joint post mediation status report	0.50	\$250.00	\$125.00
BW	02/06/2026	Review and analyze correspondence re MOU finalization	0.10	\$750.00	\$75.00
CL	02/13/2026	Email from/to N. Low re: granting of discovery stay.	0.30	\$750.00	\$225.00
ASC	02/24/2026	Prepare to attend Status Conference post mediation	0.50	\$250.00	\$125.00
ASC	02/24/2026	Attend Status Conference post mediation	1.00	\$250.00	\$250.00
BW	02/25/2026	Review correspondence re client's concerns	0.20	\$750.00	\$150.00

		about signing MOU; confer with N. De Blouw re same			
BW	03/19/2026	Review and analyze MOU re drafting settlement agreement	1.00	\$750.00	\$750.00
BW	03/19/2026	Review and analyze MOU re drafting settlement bid emails	0.30	\$750.00	\$225.00
BW	03/19/2026	Email with S. Hartranft re settlement administration bid	0.30	\$750.00	\$225.00
BW	03/19/2026	Email with ILYM re settlement administration bid	0.30	\$750.00	\$225.00
BW	03/19/2026	Review ILYM bid re settlement administration	0.20	\$750.00	\$150.00
BW	03/19/2026	Draft settlement agreement re MOU terms and conditions	1.50	\$750.00	\$1,125.00
BW	03/19/2026	Review docket re drafting settlement agreement	0.20	\$750.00	\$150.00
BW	03/19/2026	Draft Notice of Settlement Agreement	0.50	\$750.00	\$375.00
BW	03/19/2026	Email with co-counsel re their costs to date	0.30	\$750.00	\$225.00
BW	03/20/2026	Email with K. Nordrehaug re Notice of Settlement and Settlement Agreement	0.10	\$750.00	\$75.00
BW	03/20/2026	Draft Settlement Agreement	1.00	\$750.00	\$750.00
BW	03/20/2026	Draft Individual Settlement Agreement	1.00	\$750.00	\$750.00
BW	03/20/2026	Draft Notice of Settlement	0.50	\$750.00	\$375.00
BW	03/20/2026	Email with Apex re bid for settlement administration	0.20	\$750.00	\$150.00
BW	03/20/2026	Email with ILYM re bid for settlement administration	0.20	\$750.00	\$150.00
BW	03/20/2026	Review ILYM bid for settlement administration	0.20	\$750.00	\$150.00
BW	03/20/2026	Review Apex bid for settlement administration	0.20	\$750.00	\$150.00
BW	03/23/2026	Review opposing counsel's email re amended complaint and necessary Labor Code section inclusions	0.20	\$750.00	\$150.00
BW	04/03/2026	Email with co-counsel re stipulation to approve PAGA action	0.30	\$750.00	\$225.00
BW	04/06/2026	Review and analyze billing re if all partners accounted for; confer with att'y N. De Blouw re recording billing	0.40	\$750.00	\$300.00
KN	04/08/2026	Review status; review emails current and past; review final MOU; memo to BW regarding status update	0.30	\$950.00	\$285.00

BW	04/08/2026	Review and revise draft of Notice of Settlement; confer with K. Nordrehaug re same	0.20	\$750.00	\$150.00
BW	04/08/2026	Review and revise draft of settlement agreement; confer with K. Nordrehaug re same	0.60	\$750.00	\$450.00
BW	04/08/2026	Further draft and revise individual settlement agreement	1.00	\$750.00	\$750.00
BW	04/08/2026	Further draft and revise Motion for PAGA Approval	1.50	\$750.00	\$1,125.00
YS	04/09/2026	Review corr. from Co-P re revisions to service list. Revise POS on file -- add C. Archer.	0.10	\$250.00	\$25.00
CL	04/10/2026	Email from E. Yaeckel re: Settlement Agreement and Notice of Settlement and updated POS.	0.20	\$750.00	\$150.00
BW	04/13/2026	Draft stipulation for leave to file FAC as per MOU/ for settlement purposes	0.50	\$750.00	\$375.00
BW	04/13/2026	Draft FAC as per MOU/for settlement purposes	0.30	\$750.00	\$225.00
BW	04/13/2026	Draft Amended PAGA letter as per MOU/for settlement purposes	0.20	\$750.00	\$150.00
BW	04/13/2026	Email with opposing counsel re settlement agreements, notice of settlement, amended pleadings, stipulation for leave to file amended complaint	0.10	\$750.00	\$75.00
BW	04/13/2026	Email with co-counsel re requested revisions to settlement agreements	0.20	\$750.00	\$150.00
Quantity Subtotal					155.3
Services Subtotal					\$86,675.00

Expenses

Type	Date	Notes	Quantity	Rate	Total
Expense	01/03/2023	PAGA Filing Fee	1.00	\$75.00	\$75.00
Expense	04/20/2023	Onelegal/court fees	1.00	\$1,494.53	\$1,494.53
Expense	04/20/2023	Onelegal/Court Fees	1.00	\$1,494.53	\$1,494.53
Expense	04/20/2023	Onelegal/Court Fees	1.00	\$1,494.53	\$1,494.53
Expense	05/31/2023	Knox	1.00	\$555.25	\$555.25
Expense	06/14/2023	Onelegal/Court Filing Fee	1.00	\$17.04	\$17.04
Expense	06/15/2023	Onelegal/Court Filing Fee	1.00	\$123.80	\$123.80
Expense	06/30/2023	KNOX Messenger and Filing Service.	1.00	\$154.05	\$154.05

Expense	07/07/2023	Onelegal/Court Fee	1.00	\$463.17	\$463.17
Expense	07/24/2023	OneLegal filing fee	1.00	\$17.04	\$17.04
Expense	08/30/2023	Onelegal/Court Fees	1.00	\$15.34	\$15.34
Expense	08/31/2023	KNOX filing and messenger service	1.00	\$147.25	\$147.25
Expense	09/13/2023	Onelegal/Court Fees	1.00	\$77.21	\$77.21
Expense	10/11/2023	OneLegal filing fee	1.00	\$15.34	\$15.34
Expense	01/27/2024	Onelegal filing	1.00	\$19.10	\$19.10
Expense	03/06/2024	OneLegal filing fee.	1.00	\$19.10	\$19.10
Expense	03/15/2024	OneLegal filing fee.	1.00	\$19.10	\$19.10
Expense	03/29/2024	KNOX Filing and Messenger Service	1.00	\$1,220.75	\$1,220.75
Expense	07/30/2024	One Legal - File CMC	1.00	\$19.10	\$19.10
Expense	09/30/2024	Expert Fees - DM&A	1.00	\$2,050.00	\$2,050.00
Expense	09/30/2024	Onelegal fee	1.00	\$19.25	\$19.25
Expense	01/16/2025	One Legal Filing Fees	1.00	\$43.06	\$43.06
Expense	02/28/2025	Mediation Fees - ToddSmith	1.00	\$10,000.00	\$10,000.00
Expense	03/21/2025	FedEx	1.00	\$27.08	\$27.08
Expense	03/26/2025	One Legal - File Notice of Association	1.00	\$21.37	\$21.37
Expense	05/05/2025	KNOX Filing and Messenger Service	1.00	\$116.75	\$116.75
Expense	08/21/2025	Expert Fees-Berger Consulting	1.00	\$8,970.00	\$8,970.00
Expense	01/22/2026	Expert Fees - Berger Consulting	1.00	\$427.50	\$427.50
Expenses Subtotal				\$29,116.24	

Time Keeper	Quantity	Rate	Total
AJ Bhowmik	12.0	\$895.00	\$10,740.00
Scott Blumenthal	10.8	\$450.00	\$4,860.00
Ricardo Ehmann	16.7	\$675.00	\$11,272.50
Jeffrey Herman	1.0	\$750.00	\$750.00
Randy Hy	6.1	\$675.00	\$4,117.50
Christine LeVu	30.8	\$750.00	\$23,100.00
Kyle Nordrehaug	0.8	\$950.00	\$760.00

Victoria Rivapalacio	3.0	\$750.00	\$2,250.00
Andrew Ronan	10.0	\$550.00	\$5,500.00
Brooke Waldrop	14.6	\$750.00	\$10,950.00
Adolfo Sanchez Contreras	39.3	\$250.00	\$9,825.00
Yesenia Silva	10.2	\$250.00	\$2,550.00
Quantity Total			155.3
Subtotal			\$115,791.24
Total			\$115,791.24

Detailed Statement of Account

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
1	05/15/2026	\$115,791.24	\$0.00	\$115,791.24
Outstanding Balance				\$115,791.24
Total Amount Outstanding				\$115,791.24

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

Please pay within 30 days.

EXHIBIT 3

Blumenthal Nordrehaug Bhowmik De Blouw LLP

2255 Calle Clara, La Jolla, California 92037

Tel: (858) 551-1223

Fax: (858) 551-1232

FIRM RESUME

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

ATTORNEY BIOGRAPHIES

Norman B. Blumenthal

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

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

Admitted: 1973, Illinois; 1976, California

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

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

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

Summer Intern (1971) with Harvard Voluntary Defenders

Kyle R. Nordrehaug

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

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

Admitted: 1999, California

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

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

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

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

Aparajit Bhowmik

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

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

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,

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

Case No. 37-2018-00058254-CU-OE-CTL; Tarkington v. Freetime, Inc. – San Diego County Superior Court, Case No. 37-2019-00011473-CU-OE-CTL; McIntyre v. J.J.R. Enterprises, Inc. – Sacramento County Superior Court, Case No. 34-2019-00251220; Bucur v. Pharmaca Integrative Pharmacy, Inc. – San Diego County Superior Court, Case No. 37-2019-00009409-CU-OE-CTL; Batin v. McGee Air Services, Inc. – Santa Clara County Superior Court, Case No. 19CV347733; Terry v. McGee Air Services, Inc. – King County Superior Court of Washington, Case No. 19-2-3321-5 KNT; Weiss v. Niznik Behavioral Health Resources, Inc. – San Diego County Superior Court, Case No. 37-2019-00039441-CU-OE-CTL; Cavada v. Inter-Continental Hotels Group, Inc. – U.S. District Court, Southern District of California, Case No. 3:19-cv-01675-GPC-AHG; Lešević 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; Porrás v. Baypointe Enterprises, LLC – Los Angeles County Superior Court, Case No. 19STCV31015; Mitchell v. Mack Trucking, Inc. – San Bernardino County Superior Court, Case No. CIVDS1928334; Watts v. T.R.L. Systems, Incorporated – Orange County Superior Court, Case No. 30-2019-01102457-CU-OE-CXC; Price v. DMSD Restaurants Inc. – San Diego County Superior Court, Case No. 37-2019-00024062-CU-OE-CTL; Jacobs v. Nortek Security & Control LLC – San Diego County Superior Court, Case No. 37-2019-0019735-CU-OE-CTL; Gonzalez v. Hub International Midwest – San Bernardino County Superior Court, Case No. CIVDS1900463; Cisneros v. Bluepearl California, Inc. – San Mateo Superior Court, Case No. 19-CIV-05707; Garcia v. Gallagher Basset Services – San Bernardino Superior Court, Case No. CIVDS2004140; Callow v. Adventist Health System/West – Placer County Superior Court, Case No. SCV0043607; Dominguez v. Kimco Facility Services, LLC – Los Angeles County Superior Court, Case No. 19STCV37592; Searles v. Robert Heath Trucking, Inc. – Los Angeles County Superior Court, Case No. 19STCY30808; Rangel v. Pioneer Hi-Bred international, Inc. – Yolo County Superior 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 County, Case No. 34-2020-00285265; Jackson v. Decathlon USA LLC – Alameda County Superior Court, Case No. RG2003024; Avacena v. FTG Aerospace Inc. – Los Angeles County Superior Court, Case No. 20STCV28767; Perez v. Butler America, LLC – Los Angeles County Superior Court, Case No. 20STCV20218; Christensen v. Carter’s Retail, Inc. – Orange County Superior Court, Case No. 30-2020-01138792-CU-OE-CXC; Astudillo v. Torrance Health Association, Inc. – Los Angeles County Superior Court, Case No. 20STCV18424; Hansen v. Holiday 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. Cyctec Engineered Materials, Inc. – Orange County Superior Court, Case No. 30-2020-01164932-CU-OE-CXC

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.

EXHIBIT 5

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

2255 CALLE CLARA
LA JOLLA, CALIFORNIA 92037

Web Site: www.bamlawca.com

San Diego | San Francisco | Sacramento | Los Angeles | Riverside | Santa Clara | Orange | Chicago

Phone: (858) 551-1223

Fax: (858) 551-1232

WRITERS E-MAIL:
Nick@bamlawca.com

WRITERS EXT:
1004

January 3, 2023
CA 2815

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

Labor and Workforce Development Agency
Online Filing

Packers Sanitation Services, Ltd., LLC
Certified Mail #70222410000060826112
NATIONAL REGISTERED AGENTS,
INC.
28 LIBERTY STREET
NEW YORK, NY 10005

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

Dear Sir/Madam:

“Aggrieved Employees” refers to all individuals who are or previously were employed by Packers Sanitation Services, Ltd., LLC in California, including any employees staffed with Packers Sanitation Services, Ltd., LLC by a third party, and classified as non-exempt employees during the time period of January 3, 2022 until a date as determined by the Court. Our offices represent Plaintiff Jennifer Goleman (“Plaintiff”) and other Aggrieved Employees in a lawsuit against Packers Sanitation Services, Ltd., LLC (“Defendant”). Plaintiff was employed from March 2, 2020 to September 20, 2022 by Defendant in California. She was at all times classified by Defendant as a non-exempt employee, paid on an hourly basis, and entitled to the legally required meal and rest periods and payment of minimum and overtime wages due for all time worked. Defendant, however, unlawfully failed to record and pay Plaintiff and other Aggrieved Employees for, including but not limited to, all of their time worked, including minimum and overtime wages and sick pay wages at the correct rate, for all of their missed meal and rest breaks at the correct regular rates, and for all of their time spent working off the clock. Moreover, when Defendant required Plaintiff and Aggrieved Employees to report for work, but “furnished less than half said employee’s usual or scheduled day’s work,” Defendant violated Cal. Code Regs., tit. 8 § 11040, subd. 5(A) by failing to pay Plaintiff and Aggrieved Employees for at least two (2) hours’ worth of work at their regular rate of pay. In addition, when Defendant required Plaintiff and Aggrieved Employees to respond to and engage in additional work, this resulted in a second reporting for work in a single workday, and Defendant failed to pay these employees reporting time pay as required by Cal. Code Regs., tit. 8, § 11040, subd. 5(B). Further, Defendant

failed to advise Plaintiff and the other Aggrieved Employees of their right to take separately and hourly paid duty-free ten (10) minute rest periods. *See Vaquero v. Stoneledge Furniture, LLC*, 9 Cal. App. 5th 98, 110 (2017). Additionally, pursuant to Labor Code § 204 *et seq.*, Defendant failed to timely provide Plaintiff and other Aggrieved Employees with their wages. Plaintiff further contends that Defendant failed to provide accurate wage statements to her, and other Aggrieved Employees, in violation of California Labor Code section 226(a). Specifically, PLAINTIFF and the AGGRIEVED EMPLOYEES were paid on an hourly basis. As such, the wage statements should reflect all applicable hourly rates during the pay period and the total hours worked, and the applicable pay period in which the wages were earned pursuant to California Labor Code Section 226(a). The wage statements Defendant provided to PLAINTIFF and the AGGRIEVED EMPLOYEES failed to identify such information. More specifically, the wage statements failed to identify the accurate total hours worked each pay period in violation of Cal. Lab. Code Section 226(a)(2). Additionally, Plaintiff contends that Defendant failed to comply with Industrial Wage Order 7(A)(3) in that Defendant failed to keep time records showing when Plaintiff began and ended each shift and meal period. Plaintiff and other Aggrieved Employees perform tasks that reasonably permit sitting, and a seat would not interfere with their performance of any of their tasks that may require them to stand. Defendant failed to provide Plaintiff and other Aggrieved Employees with suitable seats. Said conduct, in addition to the foregoing, as well as the conduct alleged in the incorporated Complaint, violates Labor Code §§ 201, 202, 203, 204 *et seq.*, 210, 218, 221, 226(a), 226.7, 227.3, 246, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 11070(14) (Failure to Provide Seating), Violation of the applicable Industrial Welfare Commission Wage Order(s), and is therefore actionable under California Labor Code section 2699.3.

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

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

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

1 **BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP**

Norman B. Blumenthal (State Bar #068687)

2 Kyle R. Nordrehaug (State Bar #205975)

Aparajit Bhowmik (State Bar #248066)

3 Nicholas J. De Blouw (State Bar #280922)

2255 Calle Clara

4 La Jolla, CA 92037

Telephone: (858)551-1223

5 Facsimile: (858) 551-1232

Website: www.bamlawca.com

6 Attorneys for Plaintiff

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

8 **IN AND FOR THE COUNTY OF FRESNO**

9 JENNIFER GOLEMAN, an individual, on
10 behalf of herself and on behalf of all persons
similarly situated,

11
12 Plaintiff,

13 vs.

14 PACKERS SANITATION SERVICES, LTD.,
15 LLC, a Limited Liability Corporation; and
DOES 1 through 50, inclusive,

16
17 Defendants.

Case No. _____

CLASS ACTION COMPLAINT FOR:

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

DEMAND FOR A JURY TRIAL

18 Plaintiff Jennifer Goleman ("PLAINTIFF"), an individual, on behalf of herself and all

1 other similarly situated current and former employees alleges on information and belief, except
2 for her own acts and knowledge which are based on personal knowledge, the following.

3
4 **THE PARTIES**

5 1. Defendant Packers Sanitation Services, LTD., LLC (“DEFENDANT”) is a limited
6 liability corporation that at all relevant times mentioned herein conducted and continues to
7 conduct substantial business in the state of California.

8 2. DEFENDANT owns and operates a food sanitation company in Selma, California.

9 3. PLAINTIFF was employed by DEFENDANT in California from March 2, 2020
10 to September 20, 2022. She was at all times classified by DEFENDANT as a non-exempt
11 employee, paid on an hourly basis, and entitled to the legally required meal and rest periods and
12 payment of minimum and overtime wages due for all time worked.

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

20 5. PLAINTIFF brings this Class Action on behalf of herself and a CALIFORNIA
21 CLASS in order to fully compensate the CALIFORNIA CLASS for their losses incurred
22 during the CALIFORNIA CLASS PERIOD caused by DEFENDANT’s policy and practice
23 which failed to lawfully compensate these employees. DEFENDANT’s policy and practice
24 alleged herein was an unlawful, unfair and deceptive business practice whereby
25 DEFENDANT retained and continues to retain wages due PLAINTIFF and the other
26 members of the CALIFORNIA CLASS. PLAINTIFF and the other members of the
27 CALIFORNIA CLASS seek an injunction enjoining such conduct by DEFENDANT in the
28 future, relief for the named PLAINTIFF and the other members of the CALIFORNIA

1 CLASS who have been economically injured by DEFENDANT's past and current unlawful
2 conduct, and all other appropriate legal and equitable relief.

3 6. The true names and capacities, whether individual, corporate, subsidiary,
4 partnership, associate or otherwise of defendants DOES 1 through 50, inclusive, are
5 presently unknown to PLAINTIFF who therefore sues these Defendants by such fictitious
6 names pursuant to Cal. Civ. Proc. Code § 474. PLAINTIFF will seek leave to amend this
7 Complaint to allege the true names and capacities of Does 1 through 50, inclusive, when
8 they are ascertained. PLAINTIFF is informed and believes, and based upon that information
9 and belief alleges, that the Defendants named in this Complaint, including DOES 1 through
10 50, inclusive, are responsible in some manner for one or more of the events and happenings
11 that proximately caused the injuries and damages hereinafter alleged.

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

20 21 THE CONDUCT

22 8. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANT
23 was required to pay PLAINTIFF and CALIFORNIA CLASS Members for all their time
24 worked, meaning the time during which an employee is subject to the control of an
25 employer, including all the time the employee is suffered or permitted to work.
26 DEFENDANT requires PLAINTIFF and CALIFORNIA CLASS Members to work without
27 paying them for all the time they are under DEFENDANT's control. Among other things,
28 DEFENDANT requires PLAINTIFF to work while clocked out during what is supposed to

1 be PLAINTIFF's off-duty meal break. PLAINTIFF was from time to time interrupted by
2 work assignments while clocked out for what should have been PLAINTIFF's off-duty meal
3 break. DEFENDANT, as a matter of established company policy and procedure, administers
4 a uniform practice of rounding the actual time worked and recorded by PLAINTIFF and
5 CALIFORNIA CLASS Members, always to the benefit of DEFENDANT, so that during the
6 course of their employment, PLAINTIFF and CALIFORNIA CLASS Members are paid less
7 than they would have been paid had they been paid for actual recorded time rather than
8 "rounded" time. Additionally, DEFENDANT engages in the practice of requiring
9 PLAINTIFF and CALIFORNIA CLASS Members to perform work off the clocking that
10 DEFENDANT, as a condition of employment, required these employees to submit to
11 mandatory temperature checks and symptom questionnaires for COVID-19 screening prior
12 to clocking into DEFENDANT's timekeeping system for the workday. As a result,
13 PLAINTIFF and other CALIFORNIA CLASS Members forfeit minimum wage, overtime
14 wage compensation, and off-duty meal breaks by working without their time being correctly
15 recorded and without compensation at the applicable rates. DEFENDANT's policy and
16 practice not to pay PLAINTIFF and other CALIFORNIA CLASS Members for all time
17 worked, is evidenced by DEFENDANT's business records.

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

22 10. The second component of PLAINTIFF's and other CALIFORNIA CLASS
23 Members' compensation is DEFENDANT's non-discretionary incentive program that paid
24 PLAINTIFF and other CALIFORNIA CLASS Members incentive wages based on their
25 performance for DEFENDANT. The non-discretionary incentive program provided all
26 employees paid on an hourly basis with incentive compensation when the employees met the
27 various performance goals set by DEFENDANT. However, when calculating the regular
28 rate of pay in order to pay overtime and meal and rest break premiums to PLAINTIFF and

1 other CALIFORNIA CLASS Members, DEFENDANT failed to include the incentive
2 compensation as part of the employees' "regular rate of pay" for purposes of calculating
3 overtime pay and meal and rest break premium pay. Management and supervisors described
4 the incentive program to potential and new employees as part of the compensation package.
5 As a matter of law, the incentive compensation received by PLAINTIFF and other
6 CALIFORNIA CLASS Members must be included in the "regular rate of pay." The failure
7 to do so has resulted in a underpayment of overtime compensation and meal and rest break
8 premiums to PLAINTIFF and other CALIFORNIA CLASS Members by DEFENDANT.

9 11. As a result of their rigorous work schedules, PLAINTIFF and other
10 CALIFORNIA CLASS Members were from time to time unable to take thirty (30) minute
11 off duty meal breaks and were not fully relieved of duty for their meal periods. PLAINTIFF
12 and other CALIFORNIA CLASS Members were required from time to time to perform
13 work as ordered by DEFENDANT for more than five (5) hours during some shifts without
14 receiving a meal break. Further, DEFENDANT from time to time failed to provide
15 PLAINTIFF and CALIFORNIA CLASS Members with a second off-duty meal period for
16 some workdays in which these employees were required by DEFENDANT to work ten (10)
17 hours of work. DEFENDANT also engaged in the practice of rounding the meal period
18 times to avoid paying penalties to PLAINTIFF and other CALIFORNIA CLASS Members.
19 PLAINTIFF and other members of the CALIFORNIA CLASS therefore forfeit meal breaks
20 without additional compensation and in accordance with DEFENDANT's corporate policy
21 and practice.

22 12. During the CALIFORNIA CLASS PERIOD, PLAINTIFF and other
23 CALIFORNIA CLASS Members were also required from time to time to work in excess of
24 four (4) hours without being provided ten (10) minute rest periods. Further, these employees
25 were denied their first rest periods of at least ten (10) minutes for some shifts worked of at
26 least two (2) to four (4) hours from time to time, a first and second rest period of at least ten
27 (10) minutes for some shifts worked of between six (6) and eight (8) hours from time to
28 time, and a first, second and third rest period of at least ten (10) minutes for some shifts

1 worked of ten (10) hours or more from time to time. PLAINTIFF and other CALIFORNIA
2 CLASS Members were also not provided with one hour wages in lieu thereof. Additionally,
3 the applicable California Wage Order requires employers to provide employees with off-
4 duty rest periods, which the California Supreme Court defined as time during which an
5 employee is relieved from all work related duties and free from employer control. In so
6 doing, the Court held that the requirement under California law that employers authorize and
7 permit all employees to take rest period means that employers must relieve employees of all
8 duties and relinquish control over how employees spend their time which includes control
9 over the locations where employees may take their rest period. Employers cannot impose
10 controls that prohibit an employee from taking a brief walk - five minutes out, five minutes
11 back. Here, DEFENDANT's policy restricted PLAINTIFF and other CALIFORNIA
12 CLASS Members from unconstrained walks and is unlawful based on DEFENDANT's rule
13 which states PLAINTIFF and other CALIFORNIA CLASS Members cannot leave the work
14 premises during their rest period.

15 13. During the CALIFORNIA CLASS PERIOD, DEFENDANT failed to
16 accurately record and pay PLAINTIFF and other CALIFORNIA CLASS Members for the
17 actual amount of time these employees worked. Pursuant to the Industrial Welfare
18 Commission Wage Orders, DEFENDANT was required to pay PLAINTIFF and other
19 CALIFORNIA CLASS Members for all time worked, meaning the time during which an
20 employee was subject to the control of an employer, including all the time the employee was
21 permitted or suffered to permit this work. DEFENDANT required these employees to work
22 off the clock without paying them for all the time they were under DEFENDANT's control.
23 As such, DEFENDANT knew or should have known that PLAINTIFF and the other
24 members of the CALIFORNIA CLASS were under compensated for all time worked. As a
25 result, PLAINTIFF and other CALIFORNIA CLASS Members forfeited time worked by
26 working without their time being accurately recorded and without compensation at the
27 applicable minimum wage and overtime wage rates. To the extent that the time worked off
28 the clock does not qualify for overtime premium payment, DEFENDANT fails to pay

1 minimum wages for the time worked off-the-clock in violation of Cal. Lab. Code §§ 1194,
2 1197, and 1197.1.

3 14. From time to time, DEFENDANT also failed to provide PLAINTIFF and the
4 other members of the CALIFORNIA CLASS with complete and accurate wage statements
5 which failed to show, among other things, the correct gross and net wages earned. Cal. Lab.
6 Code § 226 provides that every employer shall furnish each of his or her employees with an
7 accurate itemized wage statement in writing showing, among other things, gross wages
8 earned and all applicable hourly rates in effect during the pay period and the corresponding
9 amount of time worked at each hourly rate. PLAINTIFF and CALIFORNIA CLASS
10 Members were paid on an hourly basis. As such, the wage statements should reflect all
11 applicable hourly rates during the pay period and the total hours worked, and the applicable
12 pay period in which the wages were earned pursuant to California Labor Code Section
13 226(a). The wage statements DEFENDANT provided to PLAINTIFF and other
14 CALIFORNIA CLASS Members failed to identify such information. More specifically, the
15 wage statements failed to identify the accurate total hours worked each pay period. When
16 the hours shown on the wage statements were added up, they did not equal the actual total
17 hours worked during the pay period in violation of Cal. Lab. Code 226(a)(2). Aside, from
18 the violations listed above in this paragraph, DEFENDANT failed to issue to PLAINTIFF an
19 itemized wage statement that lists all the requirements under California Labor Code 226 *et*
20 *seq.* As a result, DEFENDANT from time to time provided PLAINTIFF and the other
21 members of the CALIFORNIA CLASS with wage statements which violated Cal. Lab. Code
22 § 226.

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

27 in [I]n addition to, and entirely independent and apart from, any other penalty provided
28 this article, every person who fails to pay the wages of each employee as provided in
Sections. . . 204. . . shall be subject to a civil penalty as follows: (1) For any initial

1 violation, one hundred dollars (\$100) for each failure to pay each employee; (2) For
2 each subsequent violation, or any willful or intentional violation, two hundred dollars
3 (\$200) for each failure to pay each employee, plus 25 percent of the amount
4 unlawfully withheld.

5 16. DEFENDANT from time to time failed to pay PLAINTIFF and members of
6 the CALIFORNIA LABOR SUB-CLASS Members within seven (7) days of the close of the
7 payroll period in accordance with Cal. Lab. Code § 204(d), including but not limited to for
8 the “Hourly” regular wage payments.

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

15 18. Cal. Lab. Code Section 246(1)(2) requires that paid sick time for nonexempt
16 employees be calculated by dividing the employee’s total wages, not including overtime
17 premium pay, by the employee’s total hours worked in the full pay periods of the prior 90
18 days of employment.

19 19. DEFENDANT violated Cal. Lab. Code Section 246 by failing to pay sick pay
20 at the regular rate of pay. PLAINTIFF and CALIFORNIA CLASS Members routinely
21 earned non-discretionary incentive wages which increased their regular rate of pay.
22 However, when sick pay was paid, it was paid at the base rate of pay for PLAINTIFF and
23 members of the CALIFORNIA CLASS, as opposed to the correct, higher regular rate of
24 pay, as required under Cal. Lab. Code Section 246.

25 20. As a pattern and practice, DEFENDANT regularly failed to pay PLAINTIFF
26 and other members of the CALIFORNIA CLASS their correct wages and accordingly owe
27 waiting time penalties pursuant to Cal. Lab. Code Section 203. Further, PLAINTIFF is
28 informed and believes and based thereon alleges that such failure to pay sick pay at regular
rate was willful, such that PLAINTIFF and members of the CALIFORNIA CLASS whose

1 employment has separated are entitled to waiting time penalties pursuant to Cal. Lab. Code
2 Sections 201-203.

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

13 22. DEFENDANT intentionally and knowingly failed to reimburse and indemnify
14 PLAINTIFF and the other CALIFORNIA CLASS Members for required business expenses
15 incurred by the PLAINTIFF and other CALIFORNIA CLASS Members in direct
16 consequence of discharging their duties on behalf of DEFENDANT. Under California
17 Labor Code Section 2802, employers are required to indemnify employees for all expenses
18 incurred in the course and scope of their employment. Cal. Lab. Code § 2802 expressly
19 states that "an employer shall indemnify his or her employee for all necessary expenditures
20 or losses incurred by the employee in direct consequence of the discharge of his or her
21 duties, or of his or her obedience to the directions of the employer, even though unlawful,
22 unless the employee, at the time of obeying the directions, believed them to be unlawful."

23 23. In the course of their employment PLAINTIFF and other CALIFORNIA
24 CLASS Members as a business expense, were required by DEFENDANT to use their own
25 personal cellular phones as a result of and in furtherance of their job duties as employees for
26 DEFENDANT but are not reimbursed or indemnified by DEFENDANT for the cost
27 associated with the use of their personal cellular phones for DEFENDANT's benefit.
28 Specifically, PLAINTIFF and other CALIFORNIA CLASS Members were required by

1 DEFENDANT to use their personal cellular phones. As a result, in the course of their
2 employment with DEFENDANT, PLAINTIFF and other members of the CALIFORNIA
3 CLASS incurred unreimbursed business expenses which included, but were not limited to,
4 costs related to the use of their personal cellular phones all on behalf of and for the benefit of
5 DEFENDANT.

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

17 25. In June of 2022, and continuing throughout the rest of PLAINTIFF's
18 employment, PLAINTIFF engaged in protected activity by filing a complaint to the
19 Department of Industrial Relations Labor Commissioner's Office regarding DEFENDANT's
20 illegal employment practices, including unpaid meal period premium wages and
21 unreimbursed business expenses. In August of 2022, PLAINTIFF worked for DEFENDANT
22 in Salinas, CA at Fresh Express and also in Fresno, CA at Cargill Company.

23 26. Subsequent to PLAINTIFF's participation in protective activity by filing a
24 complaint to the Department of Industrial Relations Labor Commissioner's Office about
25 DEFENDANT's unlawful employment practices, DEFENDANT subjected PLAINTIFF to
26 adverse employment actions by retaliating against PLAINTIFF. Specifically, after
27 PLAINTIFF filed her complaint in June of 2022, DEFENDANT terminated PLAINTIFF's
28 employment with DEFENDANT in September of 2022.

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1 Order requirements, and the applicable provisions of California law, intentionally,
2 knowingly, and wilfully, engaged in a practice whereby DEFENDANT failed to record all
3 meal and rest breaks missed by PLAINTIFF and other CALIFORNIA CLASS Members,
4 even though DEFENDANT enjoyed the benefit of this work, required employees to perform
5 this work and permits or suffers to permit this work.

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

15 33. The CALIFORNIA CLASS, is so numerous that joinder of all CALIFORNIA
16 CLASS Members is impracticable.

17 34. DEFENDANT violated the rights of the CALIFORNIA CLASS under
18 California law by:

- 19 (a) Committing an act of unfair competition in violation of , Cal. Bus. &
20 Prof. Code §§ 17200, *et seq.* (the "UCL"), by unlawfully, unfairly
21 and/or deceptively having in place company policies, practices and
22 procedures that failed to record and pay PLAINTIFF and the other
23 members of the CALIFORNIA CLASS for all time worked, including
24 minimum wages owed and overtime wages owed for work performed
25 by these employees; and,
- 26 (b) Committing an act of unfair competition in violation of the UCL, by
27 failing to provide the PLAINTIFF and the other members of the
28 CALIFORNIA CLASS with the legally required meal and rest periods.

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

- 3 (a) The persons who comprise the CALIFORNIA CLASS are so numerous
4 that the joinder of all such persons is impracticable and the disposition
5 of their claims as a class will benefit the parties and the Court;
- 6 (b) Nearly all factual, legal, statutory, declaratory and injunctive relief
7 issues that are raised in this Complaint are common to the
8 CALIFORNIA CLASS will apply to every member of the
9 CALIFORNIA CLASS;
- 10 (c) The claims of the representative PLAINTIFF are typical of the claims
11 of each member of the CALIFORNIA CLASS. PLAINTIFF, like all
12 the other members of the CALIFORNIA CLASS, was classified as a
13 non-exempt employee paid on an hourly basis who was subjected to the
14 DEFENDANT's deceptive practice and policy which failed to provide
15 the legally required meal and rest periods to the CALIFORNIA CLASS
16 and thereby underpaid compensation to PLAINTIFF and
17 CALIFORNIA CLASS. PLAINTIFF sustained economic injury as a
18 result of DEFENDANT's employment practices. PLAINTIFF and the
19 members of the CALIFORNIA CLASS were and are similarly or
20 identically harmed by the same unlawful, deceptive and unfair
21 misconduct engaged in by DEFENDANT; and,
- 22 (d) The representative PLAINTIFF will fairly and adequately represent and
23 protect the interest of the CALIFORNIA CLASS, and has retained
24 counsel who are competent and experienced in Class Action litigation.
25 There are no material conflicts between the claims of the representative
26 PLAINTIFF and the members of the CALIFORNIA CLASS that would
27 make class certification inappropriate. Counsel for the CALIFORNIA
28

1 CLASS will vigorously assert the claims of all CALIFORNIA CLASS Member

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

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

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

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

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

22 1) With respect to the First Cause of Action, the final relief on
23 behalf of the CALIFORNIA CLASS sought does not relate
24 exclusively to restitution because through this claim
25 PLAINTIFF seeks declaratory relief holding that the
26 DEFENDANT's policy and practices constitute unfair
27 competition, along with declaratory relief, injunctive relief, and
28

1 incidental equitable relief as may be necessary to prevent and
2 remedy the conduct declared to constitute unfair competition;

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

- 9 1) The interests of the members of the CALIFORNIA CLASS in
10 individually controlling the prosecution or defense of separate
11 actions in that the substantial expense of individual actions will
12 be avoided to recover the relatively small amount of economic
13 losses sustained by the individual CALIFORNIA CLASS
14 Members when compared to the substantial expense and burden
15 of individual prosecution of this litigation;
- 16 2) Class certification will obviate the need for unduly duplicative
17 litigation that would create the risk of:
- 18 A. Inconsistent or varying adjudications with respect to
19 individual members of the CALIFORNIA CLASS, which
20 would establish incompatible standards of conduct for the
21 DEFENDANT; and/or,
- 22 B. Adjudications with respect to individual members of the
23 CALIFORNIA CLASS would as a practical matter be
24 dispositive of the interests of the other members not
25 parties to the adjudication or substantially impair or
26 impede their ability to protect their interests;
- 27 3) In the context of wage litigation because a substantial number of
28 individual CALIFORNIA CLASS Members will avoid asserting

1 their legal rights out of fear of retaliation by DEFENDANT,
2 which may adversely affect an individual's job with
3 DEFENDANT or with a subsequent employer, the Class Action
4 is the only means to assert their claims through a representative;
5 and,

- 6 4) A class action is superior to other available methods for the fair
7 and efficient adjudication of this litigation because class
8 treatment will obviate the need for unduly and unnecessary
9 duplicative litigation that is likely to result in the absence of
10 certification of this action pursuant to Cal. Code of Civ. Proc. §
11 382.

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

- 14 (a) The questions of law and fact common to the CALIFORNIA CLASS
15 predominate over any question affecting only individual CALIFORNIA
16 CLASS Members because the DEFENDANT's employment practices
17 are applied with respect to the CALIFORNIA CLASS;
18 (b) A Class Action is superior to any other available method for the fair
19 and efficient adjudication of the claims of the members of the
20 CALIFORNIA CLASS because in the context of employment litigation
21 a substantial number of individual CALIFORNIA CLASS Members
22 will avoid asserting their rights individually out of fear of retaliation or
23 adverse impact on their employment;
24 (c) The members of the CALIFORNIA CLASS are so numerous that it is
25 impractical to bring all members of the CALIFORNIA CLASS before
26 the Court;

- 1 (d) PLAINTIFF, and the other CALIFORNIA CLASS Members, will not
2 be able to obtain effective and economic legal redress unless the action
3 is maintained as a Class Action;
- 4 (e) There is a community of interest in obtaining appropriate legal and
5 equitable relief for the acts of unfair competition, statutory violations
6 and other improprieties, and in obtaining adequate compensation for the
7 damages and injuries which DEFENDANT's actions have inflicted
8 upon the CALIFORNIA CLASS;
- 9 (f) There is a community of interest in ensuring that the combined assets of
10 DEFENDANT are sufficient to adequately compensate the members of
11 the CALIFORNIA CLASS for the injuries sustained;
- 12 (g) DEFENDANT has acted or refused to act on grounds generally
13 applicable to the CALIFORNIA CLASS, thereby making final class-
14 wide relief appropriate with respect to the CALIFORNIA CLASS as a
15 whole;
- 16 (h) The members of the CALIFORNIA CLASS are readily ascertainable
17 from the business records of DEFENDANT; and,
- 18 (i) Class treatment provides manageable judicial treatment calculated to
19 bring a efficient and rapid conclusion to all litigation of all wage and
20 hour related claims arising out of the conduct of DEFENDANT as to
21 the members of the CALIFORNIA CLASS.

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

27
28 **THE CALIFORNIA LABOR SUB-CLASS**

1 39. PLAINTIFF further brings the Second, Third, Fourth, Fifth, Sixth, Seventh,
2 Eighth and Ninth causes Action on behalf of a California sub-class, defined as all members
3 of the CALIFORNIA CLASS who are or previously were employed by DEFENDANT in
4 California, including any employees staffed with DEFENDANT by a third party, and
5 classified as non exempt employees (the “CALIFORNIA LABOR SUB-CLASS”) at any
6 time during the period three (3) years prior to the filing of the complaint and ending on the
7 date as determined by the Court (the “CALIFORNIA LABOR SUB-CLASS PERIOD”)
8 pursuant to Cal. Code of Civ. Proc. § 382. The amount in controversy for the aggregate
9 claim of CALIFORNIA LABOR SUB-CLASS Members is under five million dollars
10 (\$5,000,000.00).

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

23 41. DEFENDANT maintains records from which the Court can ascertain and
24 identify by name and job title, each of DEFENDANT’s employees who have been
25 intentionally subjected to DEFENDANT’s company policy, practices and procedures as
26 herein alleged. PLAINTIFF will seek leave to amend the complaint to include any
27 additional job titles of similarly situated employees when they have been identified.
28

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

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

- 5 (a) Whether DEFENDANT unlawfully failed to correctly calculate and
6 pay compensation due to members of the CALIFORNIA LABOR
7 SUB-CLASS for missed meal and rest breaks in violation of the
8 California Labor Code and California regulations and the applicable
9 California Wage Order;
- 10 (b) Whether DEFENDANT failed to provide the PLAINTIFF and the other
11 members of the CALIFORNIA LABOR SUB-CLASS with accurate
12 itemized wage statements;
- 13 (c) Whether DEFENDANT has engaged in unfair competition by the
14 above-listed conduct;
- 15 (d) The proper measure of damages and penalties owed to the members of
16 the CALIFORNIA LABOR SUB-CLASS; and,
- 17 (e) Whether DEFENDANT's conduct was willful.

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

- 20 (a) Violating Cal. Lab. Code § 510, by failing to correctly pay the
21 PLAINTIFF and the members of the CALIFORNIA LABOR SUB-
22 CLASS all wages due for overtime worked, for which DEFENDANT is
23 liable pursuant to Cal. Lab. Code § 1194;
- 24 (b) Violating Cal. Lab. Code §§ 1194, 1197 & 1197.1 *et seq.*, by failing to
25 accurately pay PLAINTIFF and the members of the CALIFORNIA
26 LABOR SUB-CLASS the correct minimum wage pay for which
27 DEFENDANT is liable pursuant to Cal. Lab. Code §§ 1194 and 1197;
- 28

- 1 (c) Violating Cal. Lab. Code § 226, by failing to provide PLAINTIFF and
2 the members of the CALIFORNIA LABOR SUB-CLASS with an
3 accurate itemized statement in writing showing the corresponding
4 correct amount of wages earned by the employee;
- 5 (d) Violating Cal. Lab. Code §§ 226.7 and 512, by failing to provide
6 PLAINTIFF and the other members of the CALIFORNIA LABOR
7 SUB-CLASS with all legally required off-duty, uninterrupted thirty
8 (30) minute meal breaks and the legally required off-duty rest breaks;
- 9 (e) Violating Cal. Lab. Code §§ 201, 202 and/or 203, which provides that
10 when an employee is discharged or quits from employment, the
11 employer must pay the employee all wages due without abatement, by
12 failing to tender full payment and/or restitution of wages owed or in the
13 manner required by California law to the members of the
14 CALIFORNIA LABOR SUB-CLASS who have terminated their
15 employment; and,
- 16 (f) Violating Cal. Lab. Code § 2802 by failing to reimburse PLAINTIFF
17 and the CALIFORNIA LABOR SUB-CLASS members with necessary
18 expenses incurred in the discharge of their job duties.

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

- 21 (a) The persons who comprise the CALIFORNIA LABOR SUB-CLASS
22 are so numerous that the joinder of all CALIFORNIA LABOR SUB-
23 CLASS Members is impracticable and the disposition of their claims as
24 a class will benefit the parties and the Court;
- 25 (b) Nearly all factual, legal, statutory, declaratory and injunctive relief
26 issues that are raised in this Complaint are common to the
27 CALIFORNIA LABOR SUB-CLASS and will apply to every member
28 of the CALIFORNIA LABOR SUB-CLASS;

- 1 (c) The claims of the representative PLAINTIFF are typical of the claims
2 of each member of the CALIFORNIA LABOR SUB-CLASS.
3 PLAINTIFF, like all the other members of the CALIFORNIA LABOR
4 SUB-CLASS, was a non-exempt employee paid on an hourly basis who
5 was subjected to the DEFENDANT's practice and policy which failed
6 to pay the correct amount of wages due to the CALIFORNIA LABOR
7 SUB-CLASS. PLAINTIFF sustained economic injury as a result of
8 DEFENDANT's employment practices. PLAINTIFF and the members
9 of the CALIFORNIA LABOR SUB-CLASS were and are similarly or
10 identically harmed by the same unlawful, deceptive, and unfair
11 misconduct engaged in by DEFENDANT; and,
- 12 (d) The representative PLAINTIFF will fairly and adequately represent and
13 protect the interest of the CALIFORNIA LABOR SUB-CLASS, and
14 has retained counsel who are competent and experienced in Class
15 Action litigation. There are no material conflicts between the claims of
16 the representative PLAINTIFF and the members of the CALIFORNIA
17 LABOR SUB-CLASS that would make class certification
18 inappropriate. Counsel for the CALIFORNIA LABOR SUB-CLASS
19 will vigorously assert the claims of all CALIFORNIA LABOR SUB-
20 CLASS Members.

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

- 23 (a) Without class certification and determination of declaratory, injunctive,
24 statutory and other legal questions within the class format, prosecution
25 of separate actions by individual members of the CALIFORNIA
26 LABOR SUB-CLASS will create the risk of:
- 27 1) Inconsistent or varying adjudications with respect to individual
28 members of the CALIFORNIA LABOR SUB-CLASS which

would establish incompatible standards of conduct for the parties opposing the CALIFORNIA LABOR SUB-CLASS; or,

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

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

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

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

1 to the substantial expense and burden of individual prosecution
2 of this litigation;

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

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

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

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

21 4) A class action is superior to other available methods for the fair
22 and efficient adjudication of this litigation because class
23 treatment will obviate the need for unduly and unnecessary
24 duplicative litigation that is likely to result in the absence of
25 certification of this action pursuant to Cal. Code of Civ. Proc. §
26 382.

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

- 1 (a) The questions of law and fact common to the CALIFORNIA LABOR
2 SUB-CLASS predominate over any question affecting only individual
3 CALIFORNIA LABOR SUB-CLASS Members;
- 4 (b) A Class Action is superior to any other available method for the fair
5 and efficient adjudication of the claims of the members of the
6 CALIFORNIA LABOR SUB-CLASS because in the context of
7 employment litigation a substantial number of individual
8 CALIFORNIA LABOR SUB-CLASS Members will avoid asserting
9 their rights individually out of fear of retaliation or adverse impact on
10 their employment;
- 11 (c) The members of the CALIFORNIA LABOR SUB-CLASS are so
12 numerous that it is impractical to bring all members of the
13 CALIFORNIA LABOR SUB-CLASS before the Court;
- 14 (d) PLAINTIFF, and the other CALIFORNIA LABOR SUB-CLASS
15 Members, will not be able to obtain effective and economic legal
16 redress unless the action is maintained as a Class Action;
- 17 (e) There is a community of interest in obtaining appropriate legal and
18 equitable relief for the acts of unfair competition, statutory violations
19 and other improprieties, and in obtaining adequate compensation for the
20 damages and injuries which DEFENDANT's actions have inflicted
21 upon the CALIFORNIA LABOR SUB-CLASS;
- 22 (f) There is a community of interest in ensuring that the combined assets of
23 DEFENDANT are sufficient to adequately compensate the members of
24 the CALIFORNIA LABOR SUB-CLASS for the injuries sustained;
- 25 (g) DEFENDANT has acted or refused to act on grounds generally
26 applicable to the CALIFORNIA LABOR SUB-CLASS, thereby
27 making final class-wide relief appropriate with respect to the
28 CALIFORNIA LABOR SUB-CLASS as a whole;

- 1 (h) The members of the CALIFORNIA LABOR SUB-CLASS are readily
2 ascertainable from the business records of DEFENDANT. The
3 CALIFORNIA LABOR SUB-CLASS consists of all CALIFORNIA
4 CLASS Members who worked for DEFENDANT in California at any
5 time during the CALIFORNIA LABOR SUB-CLASS PERIOD; and,
6 (i) Class treatment provides manageable judicial treatment calculated to
7 bring a efficient and rapid conclusion to all litigation of all wage and
8 hour related claims arising out of the conduct of DEFENDANT as to
9 the members of the CALIFORNIA LABOR SUB-CLASS.

10
11 **FIRST CAUSE OF ACTION**

12 **For Unlawful Business Practices**

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

14 **(By PLAINTIFF and the CALIFORNIA CLASS and Against All Defendants)**

15 48. PLAINTIFF, and the other members of the CALIFORNIA CLASS, reallege
16 and incorporate by this reference, as though fully set forth herein, the prior paragraphs of
17 this Complaint.

18 49. DEFENDANT is a “person” as that term is defined under Cal. Bus. and Prof.
19 Code § 17021.

20 50. California Business & Professions Code §§ 17200, *et seq.* (the “UCL”) defines
21 unfair competition as any unlawful, unfair, or fraudulent business act or practice. Section
22 17203 authorizes injunctive, declaratory, and/or other equitable relief with respect to unfair
23 competition as follows:

24 Any person who engages, has engaged, or proposes to engage in unfair
25 competition may be enjoined in any court of competent jurisdiction. The court
26 may make such orders or judgments, including the appointment of a receiver,
27 as may be necessary to prevent the use or employment by any person of any
28 practice which constitutes unfair competition, as defined in this chapter, or as
may be necessary to restore to any person in interest any money or property,
real or personal, which may have been acquired by means of such unfair
competition.

1 Cal. Bus. & Prof. Code § 17203.

2 51. By the conduct alleged herein, DEFENDANT has engaged and continues to
3 engage in a business practice which violates California law, including but not limited to, the
4 applicable Industrial Wage Order(s), the California Code of Regulations and the California
5 Labor Code including Sections 204, 210, 221, 226.7, 246, 510, 512, 1194, 1197, 1197.1,
6 1198, 2802 and the Fair Labor Standards Act and federal regulations promulgated
7 thereunder, for which this Court should issue declaratory and other equitable relief pursuant
8 to Cal. Bus. & Prof. Code § 17203 as may be necessary to prevent and remedy the conduct
9 held to constitute unfair competition, including restitution of wages wrongfully withheld.

10 52. By the conduct alleged herein, DEFENDANT's practices were unlawful and
11 unfair in that these practices violate public policy, were immoral, unethical, oppressive,
12 unscrupulous or substantially injurious to employees, and were without valid justification or
13 utility for which this Court should issue equitable and injunctive relief pursuant to Section
14 17203 of the California Business & Professions Code, including restitution of wages
15 wrongfully withheld.

16 53. By the conduct alleged herein, DEFENDANT's practices were deceptive and
17 fraudulent in that DEFENDANT's policy and practice failed to provide the legally
18 mandated meal and rest periods, the required amount of compensation for missed meal and
19 rest periods and overtime and minimum wages owed, failed to timely pay wages, and failed
20 to reimburse al necessary business expenses incurred, and failed to provide Fair Labor
21 Standards Act overtime wages due for overtime worked as a result of failing to include non-
22 discretionary incentive compensation into their regular rates of pay for purposes of
23 computing the proper overtime pay due to a business practice that cannot be justified,
24 pursuant to the applicable Cal. Lab. Code, and Industrial Welfare Commission requirements
25 in violation of Cal. Bus. Code §§ 17200, *et seq.*, and for which this Court should issue
26 injunctive and equitable relief, pursuant to Cal. Bus. & Prof. Code § 17203, including
27 restitution of wages wrongfully withheld.

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

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

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

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

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

23 59. All the acts described herein as violations of, among other things, the
24 Industrial Welfare Commission Wage Orders, the California Code of Regulations, and the
25 California Labor Code, were unlawful and in violation of public policy, were immoral,
26 unethical, oppressive and unscrupulous, were deceptive, and thereby constitute unlawful,
27 unfair and deceptive business practices in violation of Cal. Bus. & Prof. Code §§ 17200, *et*
28 *seq.*

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

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

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

17
18 **SECOND CAUSE OF ACTION**

19 **For Failure To Pay Minimum Wages**

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

21 **(By PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS**

22 **and Against All Defendants)**

23 63. PLAINTIFF, and the other members of the CALIFORNIA LABOR SUB-
24 CLASS, reallege and incorporate by this reference, as though fully set forth herein, the prior
25 paragraphs of this Complaint.

26 64. PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-
27 CLASS bring a claim for DEFENDANT's willful and intentional violations of the
28 California Labor Code and the Industrial Welfare Commission requirements for

1 DEFENDANT's failure to accurately calculate and pay minimum wages to PLAINTIFF and
2 CALIFORNIA CLASS Members.

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

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

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

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

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

21 70. In committing these violations of the California Labor Code, DEFENDANT
22 inaccurately calculated the correct time worked and consequently underpaid the actual time
23 worked by PLAINTIFF and other members of the CALIFORNIA LABOR SUB-CLASS.
24 DEFENDANT acted in an illegal attempt to avoid the payment of all earned wages, and
25 other benefits in violation of the California Labor Code, the Industrial Welfare Commission
26 requirements and other applicable laws and regulations.

27 71. As a direct result of DEFENDANT's unlawful wage practices as alleged
28 herein, PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS did

1 not receive the correct minimum wage compensation for their time worked for
2 DEFENDANT.

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

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

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

22 75. In performing the acts and practices herein alleged in violation of California
23 labor laws, and refusing to compensate the members of the CALIFORNIA LABOR SUB-
24 CLASS for all time worked and provide them with the requisite compensation,
25 DEFENDANT acted and continues to act intentionally, oppressively, and maliciously
26 toward PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS
27 with a conscious and utter disregard for their legal rights, or the consequences to them, and
28

1 with the despicable intent of depriving them of their property and legal rights, and otherwise
2 causing them injury in order to increase company profits at the expense of these employees.

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

15
16 **THIRD CAUSE OF ACTION**

17 **For Failure To Pay Overtime Compensation**

18 **[Cal. Lab. Code § 510]**

19 **(By PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS and Against All**
20 **Defendants)**

21 77. PLAINTIFF, and the other members of the CALIFORNIA LABOR SUB-
22 CLASS, reallege and incorporate by this reference, as though full set forth herein, the prior
23 paragraphs of this Complaint.

24 78. PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-
25 CLASS bring a claim for DEFENDANT's willful and intentional violations of the
26 California Labor Code and the Industrial Welfare Commission requirements for
27 DEFENDANT's failure to pay these employees for all overtime worked, including, work
28

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

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

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

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

14 82. During the CALIFORNIA LABOR SUB-CLASS PERIOD, PLAINTIFF and
15 CALIFORNIA LABOR SUB-CLASS Members were required, permitted or suffered by
16 DEFENDANT to work for DEFENDANT and were not paid for all the time they worked,
17 including overtime work.

18 83. DEFENDANT's unlawful wage and hour practices manifested, without
19 limitation, applicable to the CALIFORNIA LABOR SUB-CLASS as a whole, as a result of
20 implementing a policy and practice that failed to accurately record overtime worked by
21 PLAINTIFF and other CALIFORNIA LABOR SUB-CLASS Members and denied accurate
22 compensation to PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-
23 CLASS for overtime worked, including, the overtime work performed in excess of eight (8)
24 hours in a workday, and/or twelve (12) hours in a workday, and/or forty (40) hours in any
25 workweek.

26 84. In committing these violations of the California Labor Code, DEFENDANT
27 inaccurately recorded overtime worked and consequently underpaid the overtime worked by
28 PLAINTIFF and other CALIFORNIA LABOR-SUB CLASS Members. DEFENDANT

1 acted in an illegal attempt to avoid the payment of all earned wages, and other benefits in
2 violation of the California Labor Code, the Industrial Welfare Commission requirements and
3 other applicable laws and regulations.

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

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

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

18 87. DEFENDANT failed to accurately pay the PLAINTIFF and the other
19 members of the CALIFORNIA LABOR SUB-CLASS overtime wages for the time they
20 worked which was in excess of the maximum hours permissible by law as required by Cal.
21 Lab. Code §§ 510, 1194 & 1198, even though PLAINTIFF and the other members of the
22 CALIFORNIA LABOR SUB-CLASS were required to work, and did in fact work, overtime
23 as to which DEFENDANT failed to accurately record and pay as evidenced by
24 DEFENDANT's business records and witnessed by employees.

25 88. By virtue of DEFENDANT's unlawful failure to accurately pay all earned
26 compensation to PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-
27 CLASS for the true amount of time they worked, PLAINTIFF and the other members of the
28 CALIFORNIA LABOR SUB-CLASS have suffered and will continue to suffer an economic

1 injury in amounts which are presently unknown to them and which will be ascertained
2 according to proof at trial.

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

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

18 91. PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-
19 CLASS therefore request recovery of all overtime wages, according to proof, interest,
20 statutory costs, as well as the assessment of any statutory penalties against DEFENDANT,
21 in a sum as provided by the California Labor Code and/or other applicable statutes. To the
22 extent minimum and/or overtime compensation is determined to be owed to the
23 CALIFORNIA LABOR SUB-CLASS Members who have terminated their employment,
24 DEFENDANT's conduct also violates Labor Code §§ 201 and/or 202, and therefore these
25 individuals are also be entitled to waiting time penalties under Cal. Lab. Code § 203, which
26 penalties are sought herein on behalf of these CALIFORNIA LABOR SUB-CLASS
27 Members. DEFENDANT's conduct as alleged herein was willful, intentional and not in
28

1 good faith. Further, PLAINTIFF and other CALIFORNIA LABOR SUB-CLASS Members
2 are entitled to seek and recover statutory costs.

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8 **FOURTH CAUSE OF ACTION**

9 **For Failure to Provide Required Meal Periods**

10 **[Cal. Lab. Code §§ 226.7 & 512]**

11 **(By PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS and Against All**
12 **Defendants)**

13 92. PLAINTIFF, and the other members of the CALIFORNIA LABOR SUB-
14 CLASS, reallege and incorporate by this reference, as though fully set forth herein, the prior
15 paragraphs of this Complaint.

16 93. During the CALIFORNIA CLASS PERIOD, DEFENDANT from time to time
17 failed to provide all the legally required off-duty meal breaks to PLAINTIFF and the other
18 CALIFORNIA LABOR SUB-CLASS Members as required by the applicable Wage Order
19 and Labor Code. The nature of the work performed by PLAINTIFF and CALIFORNIA
20 LABOR SUB-CLASS MEMBERS did not prevent these employees from being relieved of
21 all of their duties for the legally required off-duty meal periods. As a result of their rigorous
22 work schedules, PLAINTIFF and other CALIFORNIA LABOR SUB-CLASS Members
23 were from time to time not fully relieved of duty by DEFENDANT for their meal periods.
24 Additionally, DEFENDANT's failure to provide PLAINTIFF and the CALIFORNIA
25 LABOR SUB-CLASS Members with legally required meal breaks prior to their fifth (5th)
26 hour of work is evidenced by DEFENDANT's business records from time to time. Further,
27 DEFENDANT failed to provide PLAINTIFF and CALIFORNIA CLASS Members with a
28 second off-duty meal period in some workdays in which these employees were required by

1 DEFENDANT to work ten (10) hours of work from time to time. As a result, PLAINTIFF
2 and other members of the CALIFORNIA LABOR SUB-CLASS therefore forfeited meal
3 breaks without additional compensation and in accordance with DEFENDANT's strict
4 corporate policy and practice.

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

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

14
15 **FIFTH CAUSE OF ACTION**

16 **For Failure to Provide Required Rest Periods**

17 **[Cal. Lab. Code §§ 226.7 & 512]**

18 **(By PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS and Against All**
19 **Defendants)**

20 96. PLAINTIFF, and the other members of the CALIFORNIA LABOR SUB-
21 CLASS, reallege and incorporate by this reference, as though fully set forth herein, the prior
22 paragraphs of this Complaint.

23 97. PLAINTIFF and other CALIFORNIA LABOR SUB-CLASS Members were
24 from time to time required to work in excess of four (4) hours without being provided ten
25 (10) minute rest periods. Further, these employees from time to time were denied their first
26 rest periods of at least ten (10) minutes for some shifts worked of at least two (2) to four (4)
27 hours, a first and second rest period of at least ten (10) minutes for some shifts worked of
28 between six (6) and eight (8) hours, and a first, second and third rest period of at least ten

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

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

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

SIXTH CAUSE OF ACTION

For Failure to Provide Accurate Itemized Statements

[Cal. Lab. Code § 226]

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

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

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

- (1) gross wages earned,
- (2) total hours worked by the employee, except for any employee whose compensation is solely based on a salary and who is exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission,

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

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

1 103. DEFENDANT knowingly and intentionally failed to comply with Cal. Lab.
2 Code § 226, causing injury and damages to PLAINTIFF and the other members of the
3 CALIFORNIA LABOR SUB-CLASS. These damages include, but are not limited to, costs
4 expended calculating the correct wages for all missed meal and rest breaks and the amount
5 of employment taxes which were not properly paid to state and federal tax authorities.
6 These damages are difficult to estimate. Therefore, PLAINTIFF and the other members of
7 the CALIFORNIA LABOR SUB-CLASS may elect to recover liquidated damages of fifty
8 dollars (\$50.00) for the initial pay period in which the violation occurred, and one hundred
9 dollars (\$100.00) for each violation in a subsequent pay period pursuant to Cal. Lab. Code §
10 226, in an amount according to proof at the time of trial (but in no event more than four
11 thousand dollars (\$4,000.00) for PLAINTIFF and each respective member of the
12 CALIFORNIA LABOR SUB-CLASS herein).

13
14 **SEVENTH CAUSE OF ACTION**

15 **For Failure to Reimburse Employees for Required Expenses**

16 **[Cal. Lab. Code § 2802]**

17 **(By PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS and Against All**
18 **Defendants)**

19 104. PLAINTIFF and the other CALIFORNIA LABOR SUB-CLASS members
20 reallege and incorporate by this reference, as though fully set forth herein, the prior
21 paragraphs of this Complaint.

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

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

26 106. At all relevant times herein, DEFENDANT violated Cal. Lab. Code § 2802,
27 by failing to indemnify and reimburse PLAINTIFF and the CALIFORNIA LABOR SUB-
28

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

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

21 **EIGHTH CAUSE OF ACTION**

22 **For Failure to Pay Wages When Due**

23 **[Cal. Lab. Code §§ 201, 202, 203]**

24 **(By PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS**
25 **and Against All Defendants)**
26
27
28

1 108. PLAINTIFF, and the other members of the CALIFORNIA LABOR SUB-
2 CLASS, reallege and incorporate by reference, as though fully set forth herein, the prior
3 paragraphs of this Complaint.

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

5 As used in this article:

6 (a) "Wages" includes all amounts for labor performed by employees of
every description, whether the amount is fixed or ascertained by the
standard of time, task, piece, Commission basis, or other method of calculation.

7 (b) "Labor" includes labor, work, or service whether rendered or
performed under contract, subcontract, partnership, station plan, or other
agreement if the labor to be paid for is performed personally by the person
8 demanding payment.

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

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

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

18 112. There was no definite term in PLAINTIFF's or any CALIFORNIA LABOR
19 SUB-CLASS Members' employment contract.

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

21 If an employer willfully fails to pay, without abatement or reduction, in
22 accordance with Sections 201, 201.5, 202, and 205.5, any wages of an
employee who is discharged or who quits, the wages of the employee shall
23 continue as a penalty from the due date thereof at the same rate until paid
or until an action therefor is commenced; but the wages shall not continue
24 for more than 30 days.

25 114. The employment of PLAINTIFF and many CALIFORNIA LABOR SUB-
26 CLASS Members has terminated and DEFENDANT has not tendered payment of all wages
27 owed as required by law.

28 115. Therefore, as provided by Cal Lab. Code § 203, on behalf of herself and the

1 members of the CALIFORNIA LABOR SUB-CLASS whose employment has terminated
2 and who have not been fully paid their wages due to them, PLAINTIFF demands thirty days
3 of pay as penalty for not paying all wages due at time of termination for all employees who
4 terminated employment during the CALIFORNIA LABOR SUB-CLASS PERIOD and
5 demands an accounting and payment of all wages due, plus interest and statutory costs as
6 allowed by law.

7 ///

8 ///

9 **NINTH CAUSE OF ACTION**

10 **For Failure to Pay Sick Pay Wages**

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

12 **(By PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS**

13 **and Against All Defendants)**

14 116. PLAINTIFF, and the other members of the CALIFORNIA LABOR SUB-
15 CLASS, reallege and incorporate by reference, as though fully set forth herein, the prior
16 paragraphs of this Complaint.

17 117. Cal Lab. Code § 233 provides that an employer must permit an employee to
18 use accrued sick leave in accordance with Cal Lab. Code § 246.5 at the employee's then
19 current rate of entitlement. Cal Lab. Code § 246 provides that an employee is entitled to
20 sick pay wages for use of accrued sick leave pursuant to Cal Lab. Code § 246.5.
21 Specifically, once accrued sick leave is used as paid sick time, an employee has a vested
22 right to sick pay wages, which an employer must calculate and compensate based on one of
23 two calculations: (i) "Paid sick time for nonexempt employees shall be calculated in the
24 same manner as the regular rate of pay for the workweek in which the employee uses paid
25 sick time, whether or not the employee actually works overtime in that workweek," or (ii)
26 "Paid sick time for nonexempt employees shall be calculated by dividing the employee's
27 total wages, not including overtime premium pay, by the employee's total hours worked in
28

1 the full pay periods of the prior 90 days of employment.” Under Cal Lab. Code §§ 218 and
2 233, employees may sue to recover underpaid sick pay wages as damages.

3 118. As a matter of policy and practice, DEFENDANT pays sick pay wages to
4 PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS at the
5 incorrect rate of pay. PLAINTIFF and the other members of the CALIFORNIA LABOR-
6 SUB-CLASS regularly use accrued sick leave in the workweeks in which they also earn
7 non-hourly remuneration. As a matter of policy and practice, DEFENDANT pays sick pay
8 wages to PLAINTIFF and the other members of the CALIFORNIA LABOR-SUB-CLASS
9 at the base hourly pay, as opposed to the regular rate of pay, which would consider all non-
10 hourly remuneration in addition to base hourly wages, or the rate resulting from dividing the
11 employee’s total wages, not including overtime premium pay, by the employee’s total hours
12 worked in the full pay periods of the prior 90 days of employment. As a result,
13 DEFENDANT underpaid sick pay wages to PLAINTIFF and the other members of the
14 CALIFORNIA LABOR-SUB-CLASS.

15 119. Cal. Lab. Code § 204 provides that wages generally are due and payable twice
16 during each calendar month and are to be paid no later than the payday for the next regular
17 payroll period. Consistent with Cal. Lab. Code § 204, Cal. Lab. Code § 246 specifically
18 requires that, upon use of accrued sick leave, vested sick pay wages are due and to be paid
19 no later than the payday for the next regular payroll period after accrued sick leave is used
20 as paid sick time. Similarly, Cal. Lab. Code § 201 provides that if an employer discharges an
21 employee, wages earned and unpaid at the time of discharge are due and payable
22 immediately. Cal. Lab. Code § 202 provides that an employee is entitled to receive all
23 unpaid wages no later than 72 hours after an employee quits his or her employment, unless
24 the employee has given 72-hour notice of his or her intention to quit, in which case the
25 employee is entitled to his or her wages at the time of quitting. The Labor Code penalizes
26 untimely payments. For example, Cal. Lab. Code § 203 provides that if an employer
27 willfully fails to pay wages owed in accordance with Cal. Lab. Code §§ 201-202, then the
28 wages of the employee shall continue as a penalty from the due date, and at the same rate

1 until paid, but the wages shall not continue for more than thirty (30) days. Likewise, Cal.
2 Lab. Code § 210 provides penalties for violations of Cal. Lab. Code § 204 and untimely
3 payments during employment. Under Cal. Lab. Code §§ 203, 210 and 218, employees may
4 sue to recover applicable penalties.

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

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

23 **TENTH CAUSE OF ACTION**

24 **Wrongful Termination In Violation of Public Policy**

25 **(By PLAINTIFF Against All Defendants)**

26 122. PLAINTIFF realleges and incorporates by reference, as though fully set forth
27 herein, the prior paragraphs of this Complaint.

28 123. In June of 2022, and continuing throughout the rest of PLAINTIFF's

1 employment, PLAINTIFF engaged in protected activity by filing a complaint to the
2 Department of Industrial Relations Labor Commissioner's Office regarding
3 DEFENDANT's illegal employment practices, including unpaid meal period premium
4 wages and unreimbursed business expenses. In August of 2022, PLAINTIFF worked for
5 DEFENDANT in Salinas, CA at Fresh Express and also in Fresno, CA at Cargill Company.

6 124. Subsequent to PLAINTIFF's participation in protective activity by filing a
7 complaint to the Department of Industrial Relations Labor Commissioner's Office about
8 DEFENDANT's unlawful employment, DEFENDANT subjected PLAINTIFF to adverse
9 employment actions by retaliating against PLAINTIFF. Specifically, after PLAINTIFF filed
10 her complaint in June of 2022, DEFENDANT terminated PLAINTIFF's employment with
11 DEFENDANT in September of 2022.

12 125. As a proximate result of DEFENDANT'S willful, knowing, and intentional act,
13 PLAINTIFF has suffered and continues to suffer humiliation, emotional distress, and mental
14 and physical pain and anguish, all to PLAINTIFF's damage in a sum according to proof.

15 126. As a result of DEFENDANT'S adverse employment actions against
16 PLAINTIFF, PLAINTIFF has suffered general and special damages in sums according to
17 proof.

18 127. DEFENDANT's misconduct was committed intentionally, in a malicious,
19 oppressive manner, and fraudulent manner entitling PLAINTIFF to punitive damages
20 against DEFENDANT.

21
22 **PRAYER FOR RELIEF**

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

25 1. On behalf of the CALIFORNIA CLASS:

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

- 1 B) An order temporarily, preliminarily and permanently enjoining and restraining
2 DEFENDANT from engaging in similar unlawful conduct as set forth herein;
3 C) An order requiring DEFENDANT to pay all wages and all sums unlawfully
4 withheld from compensation due to PLAINTIFF and the other members of the
5 CALIFORNIA CLASS; and,
6 D) Restitutionary disgorgement of DEFENDANT's ill-gotten gains into a fluid fund
7 for restitution of the sums incidental to DEFENDANT's violations due to
8 PLAINTIFF and to the other members of the CALIFORNIA CLASS.

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

- 10 A) That the Court certify the Second, Third, Fourth, Fifth, Sixth, Seventh, Eighth
11 and Ninth Causes of Action asserted by the CALIFORNIA LABOR SUB-
12 CLASS as a class action pursuant to Cal. Code of Civ. Proc. § 382;
13 B) Compensatory damages, according to proof at trial, including compensatory
14 damages for minimum and overtime compensation due PLAINTIFF and the other
15 members of the CALIFORNIA LABOR SUB-CLASS, during the applicable
16 CALIFORNIA LABOR SUB-CLASS PERIOD plus interest thereon at the
17 statutory rate;
18 C) The greater of all actual damages or fifty dollars (\$50) for the initial pay period
19 in which a violation occurs and one hundred dollars (\$100) per each member of
20 the CALIFORNIA LABOR SUB-CLASS for each violation in a subsequent pay
21 period, not exceeding an aggregate penalty of four thousand dollars (\$4,000), and
22 an award of costs for violation of Cal. Lab. Code § 226;
23 D) Meal and rest period compensation pursuant to Cal. Lab. Code §§ 226.7, 512 and
24 the applicable IWC Wage Order;
25 E) For liquidated damages pursuant to California Labor Code Sections 1194.2 and
26 1197;

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

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

7 3. On behalf of PLAINTIFF for the Tenth cause of action:

8 A) Compensatory damages, according to proof at trial, but in excess of \$25,000.

9 B) Special and General damages according to proof;

10 C) Statutory damages, penalties and attorney's fees;

11 D) For punitive damages in an amount necessary to make an example of and to
12 punish DEFENDANT and deter DEFENDANT from engaging in future similar
13 conduct;

14 E) For loss of earnings (both past and future); and,

15 F) For interest at the legal rate in an amount according to proof.

16 4. On all claims:

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

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

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

22
23
24 Dated: December 19, 2022 BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

25
26
27 By: _____
28 Nicholas J. De Blouw
Attorneys for Plaintiff

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DEMAND FOR A JURY TRIAL

PLAINTIFF demands a jury trial on issues triable to a jury.

Dated: December 19, 2022 BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

By: _____
Nicholas J. De Blouw
Attorneys for Plaintiff

EXHIBIT 6

**BLUMENTHAL NORDREHAUG BHOWMIK
DE BLOUW LLP**

Norman B. Blumenthal (SBN #068687)
Kyle R. Nordrehaug (SBN #205975)
Aparajit Bhowmik (SBN #248066)
Christine T. LeVu (SBN #288271)
Adolfo Sanchez Contreras (SBN #354371)

2255 Calle Clara
La Jolla, CA 92037
Telephone: (858) 551-1223
Facsimile: (858) 551-1232

SULLIVAN & YAECKEL LAW GROUP, APC

Eric K. Yaeckel [CSB No. 274608]
yaeckel@sullivanlawgroupapc.com
Cody D. Archer [CSB No. 361361]
cody@sullivanlawgroupapc.com

2330 Third Avenue
San Diego, California 92101
(619) 702-6760 * (619) 702-6761 FAX

Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF MONTEREY

JENNIFER GOLEMAN, on behalf of the
State of California, as a private attorney
general,

Plaintiff,

vs.

PACKERS SANITATION SERVICES,
LTD., LLC, a Limited Liability Corporation;
and DOES 1 through 50, inclusive,

Defendants.

Case No. 23CV003770

PROOF OF SERVICE

Hearing Date: May 22, 2026
Hearing Time: 8:32 a.m.

Judge: Hon. Thomas W. Wills
Dept.: 15

Action Filed: July 5, 2023
Transferred: November 17, 2023
Trial Date: Not Set

STATE OF CALIFORNIA, COUNTY OF SAN DIEGO

I, Christine T. LeVu, am a citizen of the United States and a resident of the State of California. I am employed in the County of San Diego, State of California. I am over the age of 18 and not a party to the within action. My business address is 2255 Calle Clara, La Jolla, California 92037. On April 28, 2026, I served the document(s) described as:

1. **NOTICE OF MOTION AND MOTION TO APPROVE PAGA SETTLEMENT; and, MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF MOTION;**
2. **DECLARATION OF ERIC K. YAEKEL IN SUPPORT OF MOTION TO APPROVE PAGA SETTLEMENT;**
3. **DECLARATION OF ANTHONY ROGERS; and**
4. **[PROPOSED] ORDER AND JUDGMENT APPROVING PAGA SETTLEMENT**

— (BY MAIL): I caused each such envelope, with postage thereon fully prepaid, to be placed in the United States mail at San Diego, California. I am readily familiar with this firm's business practice for collection and processing of correspondence for mailing with the U.S. Postal Service pursuant to which practice the correspondence will be deposited with the U.S. Postal Service this same day in the ordinary course of business (C.C.P. Section 10139a); 2015.5):

X— (ONLINE TO THE LWDA): I caused the above-described document(s) to be delivered to the Labor Workforce Development Agency via online process at the PAGA Filing website in accordance with the procedure imposed by the LWDA.

X— (BY ELECTRONIC SERVICE): I provided the documents referenced above electronically via electronic mail (e-mail) to counsel for Defendant at the following e-mail address(es):

nnie Lau, Esq.
Garrick Chan, Esq.
Nathan Low
Yorleny Hernandez
FISHER & PHILLIPS LLP
1 Montgomery Street, Suite 3400
San Francisco, CA 94104
E-mails:

alau@fisherphillips.com
gchan@fisherphillips.com
yhernandez@fisherphillips.com
nlow@fisherphillips.com

Counsel for *Defendant*

William B. Sullivan
helen@sullivanlawgroupapc.com
Eric Yaeckel
Yaeckel@sullivanlawgroupapc.com
Cody Archer
cody@sullivanlawgroupapc.com
Sullivan & Yaeckel Law Group,
APC
2330 Third Avenue
San Diego, California 92101
Phone: (619) 702-6760
Fax: (619) 702-6761

X **(State):** I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on April 28, 2026, at San Diego, California.


Christine T. LeVu

**BLUMENTHAL NORDREHAUG BHOWMIK
DE BLOUW LLP**

Norman B. Blumenthal (SBN #068687)
Kyle R. Nordrehaug (SBN #205975)
Aparajit Bhowmik (SBN #248066)
Christine T. LeVu (SBN #288271)
Adolfo Sanchez Contreras (SBN #354371)

2255 Calle Clara
La Jolla, CA 92037
Telephone: (858) 551-1223
Facsimile: (858) 551-1232

SULLIVAN & YAECKEL LAW GROUP, APC

Eric K. Yaeckel [CSB No. 274608]
yaeckel@sullivanlawgroupapc.com
Cody D. Archer [CSB No. 361361]
cody@sullivanlawgroupapc.com

2330 Third Avenue
San Diego, California 92101
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Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF MONTEREY

JENNIFER GOLEMAN, on behalf of the
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Judge: Hon. Thomas W. Wills
Dept.: 15

Action Filed: July 5, 2023
Transferred: November 17, 2023
Trial Date: Not Set

STATE OF CALIFORNIA, COUNTY OF SAN DIEGO

I, Yesenia Silva, am a citizen of the United States and a resident of the State of California. I am employed in the County of San Diego, State of California. I am over the age of 18 and not a party to the within action. My business address is 2255 Calle Clara, La Jolla, California 92037. On May 6, 2026, I served the document(s) described as:

1. DECLARATION OF CHRISTINE T. LEVU IN SUPPORT OF MOTION TO APPROVE PAGA SETTLEMENT

X (ONLINE TO THE LWDA): I caused the above-described document(s) to be delivered to the Labor Workforce Development Agency via online process at the PAGA Filing website in accordance with the procedure imposed by the LWDA.

X (BY ELECTRONIC SERVICE): I provided the documents referenced above electronically via electronic mail (e-mail) to counsel for Defendant at the following e-mail address(es):

Annie Lau, Esq.
Garrick Chan, Esq.
Nathan Low
Yorleny Hernandez
FISHER & PHILLIPS LLP
1 Montgomery Street, Suite 3400
San Francisco, CA 94104
E-mails:
alau@fisherphillips.com
gchan@fisherphillips.com
yhernandez@fisherphillips.com
nlow@fisherphillips.com

William B. Sullivan
helen@sullivanlawgroupapc.com
Eric Yaeckel
Yaeckel@sullivanlawgroupapc.com
Cody Archer
cody@sullivanlawgroupapc.com
**Sullivan & Yaeckel Law Group,
APC**
2330 Third Avenue
San Diego, California 92101
Phone: (619) 702-6760
Fax: (619) 702-6761

Counsel for *Defendant*

X (State): I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on May 6, 2026, at San Diego, California.


Yesenia Silva

EXHIBIT 7

Case Name: Packers Sanitation Services (CA2815)

Thursday, March 19, 2026

Requesting Attorney:

Brooke Wilkinson Waldrop, Esq.

Blumenthal Nordrehaug Bhowmik De Blouw LLP

brooke@bamlawca.com

858.260.8349

ILYM Group Contact:

Tony Rogers

ILYM Group, Inc.

TRogers@ilymgroup.com

626.831.0686

Estimate For Administrative Solutions: PAGA

KEY ASSUMPTIONS	
Total Number of Aggreived Employees	2,625
Estimated Percentage of Remails	15%
Certified Spanish Translation	No
ILYM Group Static Website	Yes
NCOA	Yes
Case Duration (Years)	1

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

Case Startup:	\$3,881.56
Distribution (Includes EIN, Bank Acct * /QSF Setup):	\$8,278.44
Case Conclusion:	\$790.00

Estimated ILYM Fees & Expenses: \$12,950.00

ILYM | GROUP, Inc.

CLASS ACTION ADMINISTRATION

Case Name: Packers Sanitation Services (CA2815)

Thursday, March 19, 2026

Requesting Attorney's Name: Brooke Wilkinson Waldrop, Esq.

Activity	Rate Type	Unit Cost	Volume	Amount
CASE STARTUP				
Initial Setup - <i>Import and Formatting of Data*</i>	Hourly	\$150.00	4	\$600.00
Project Manager (Case notification and maintenance)	Hourly	\$120.00	6	\$720.00
ILYM Group Static Website	Flat Fee	\$750.00	1	\$750.00
NCOA	Flat Rate	\$850.00	1	\$850.00
Toll-Free Customer Service Representative	Flat Rate	\$961.56	1	\$961.56

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

Subtotal \$3,881.56

DISTRIBUTION (Includes EIN, Bank Acct /QSF Setup)*				
Distribution Setup & Management	Hourly	\$150.00	4	\$600.00
Account Reconciliation & Distribution Reporting	Hourly	\$125.00	4	\$500.00
Notice, Check, Stub & Release - (including 1099)	Per Check	\$1.00	2,625	\$2,625.00
USPS First Class 1oz Postage	Per Piece	\$0.74	2,625	\$1,942.50
Remails (Forward/Skip Trace Undeliverables)	Per Piece	\$1.25	289	\$360.94
Preparation of Taxes	Hourly	\$150.00	5	\$750.00
Annual Filing of Tax Return	Per Year	\$1,500.00	1	\$1,500.00

**Additional Bank fees may apply*

Subtotal \$8,278.44

CASE CONCLUSION				
Data Manager Final Reporting	Hourly	\$100.00	2	\$200.00
Process Unclaimed Funds	Flat Fee	\$350.00	1	\$350.00
Declaration	Hourly	\$120.00	2	\$240.00

Subtotal \$790.00

Estimated ILYM Fees & Expenses: \$12,950.00

ILYM Group's Terms and Conditions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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