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UNITED STATES DISTRICT COURT

SOUTHERN DISTRICT OF CALIFORNIA

| | |
|---|---|
| SAVANNA PILKINGTON, SYLVIA HERNANDEZ, CINDY CUNNINGHAM, and MARILYN RYCHART, individuals and in their capacity as the State of California's designated proxies under the Private Attorneys General Act (PAGA) and on behalf of others,<br><br>Plaintiffs,<br><br>v.<br><br>CIRCLE K STORES, INC., a Texas corporation; and DOES 1 through 10, inclusive,<br><br>Defendants. | Case No.: 3:26-cv-1327-RBM-SBC<br><br>**PLAINTIFFS' NOTICE OF MOTION AND MOTION TO APPROVE PAGA SETTLEMENT AGREEMENT; MEM. OF P&A'S ISO THEREOF; AND DECLARATION OF THOMAS D. RUTLEDGE ISO THEREOF**<br><br>Hearing Location: Courtroom 2B<br>Judge: Mag. Judge Steve B. Chu<br>Date: Jan. 13, 2027<br>Time: 3:00 p.m.<br><br>Comp. Filed: October 27, 2025<br>Removal Filed: March 3, 2026<br><br>**[[Proposed] Order emailed concurrently herewith to Chambers]** |

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TO THE COURT, ALL PARTIES, AND THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE that on **January 13, 2027**, at **3:00 p.m.**, or as soon thereafter as the matter may be heard, in Courtroom 2B of the United States District Court for the Southern District of California, located at 221 West Broadway, San Diego, California 92101, Plaintiffs Savanna Pilkington, Sylvia Hernandez, Cindy Cunningham, and Marilyn Rychart on behalf of themselves, Aggrieved Employees, and the State of California as their designated proxies (collectively the "Plaintiffs") pursuant to the Private Attorneys General Act (PAGA), will and hereby do move this Court to seek approval of the parties' settlement agreement titled, "Private Attorneys General Act Settlement and Release," a copy of which is attached as **Exhibit 1** to the Declaration of Thomas D. Rutledge filed concurrently herewith and incorporated herein by reference.[1]

This motion is pursuant to Labor Code § 2699(s)(2), which requires court approval of PAGA settlements. Plaintiffs' Counsel provided the LWDA with written notice of this motion. This motion is unopposed. Good cause exists to grant this motion because the settlement is fair and reasonable.

Plaintiffs seek an order:

1. Approving the parties' PAGA settlement as fair, adequate, and reasonable and consistent with PAGA's statutory purposes;
2. Approving the settlement's allocation of PAGA civil penalties between the California Labor and Workforce Development Agency (LWDA) and the aggrieved employees in accordance with the version of Labor Code § 2699 applicable to this action;
3. Approving payment of attorneys' fees in the amount of $228,500 (1/3rd) and litigation costs in the amount of $10,781, as provided

[1] Unless otherwise defined herein, capitalized terms have the same meanings as those set forth in the parties' PAGA Settlement and Release agreement ("Agreement," "Settlement," or "Settlement Agreement").

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by the Settlement Agreement;

4. Approving settlement administration costs not to exceed $24,900;
5. Approving the payment of $500 to each of the named Plaintiffs as provided by the Settlement Agreement;
6. Approving the distribution of the aggrieved employees' share of the PAGA penalties in accordance with the allocation methodology set forth in the Settlement Agreement;
7. Approving the PAGA release contained in the Settlement Agreement;
8. Appointing Phoenix Settlement Administrators to serve as the Settlement Administrator and directing the Settlement Administrator to distribute the settlement funds in accordance with the Settlement Agreement and the Court's order;
9. Directing the parties and Settlement Administrator to complete any post-settlement reporting or submission required by the Court; and
10. Granting such other and further relief as the Court deems appropriate.

This motion is based upon this Notice, the pleadings in support thereof, including but not limited to the Declaration of Thomas D. Rutledge, and the records in the Court's file in this action, and upon such further evidence and argument the Court may request.

Dated: October 19, 2026

Law Office of
Thomas D. Rutledge

By: */s/Thomas D. Rutledge*
Thomas D. Rutledge
Attorneys for the Plaintiffs

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# TABLE OF CONTENTS


I. INTRODUCTION. ..... 3

II. STANDARD OF REVIEW. ..... 3

A. PAGA Statutory Requirements. ..... 3

B. Fairness, Adequacy, and Reasonableness of PAGA Allocation. ..... 4

III. SUMMARY OF SETTLEMENT. ..... 4

IV. PARTIES TO THE SETTLEMENT AGREEMENT. ..... 5

A. The Named Plaintiffs. ..... 5

B. The Defendant. ..... 5

C. Aggrieved Employees. ..... 5

V. MATERIAL FACTS AND PROCEDURAL HISTORY. ..... 6

VI. REASONS FOR SETTLEMENT. ..... 9

VII. PLAN OF ALLOCATION. ..... 13

A. Gross Settlement Amount. ..... 13

B. Administration of the Gross Settlement Amount. ..... 13

C. Settlement Payments to Aggrieved Employees. ..... 13

D. PAGA Counsel's Requested Fees/Costs are Reasonable. ..... 14

VIII. CONCLUSION. ..... 15



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# TABLE OF AUTHORITIES

## CASES

*Arias v. Superior Court,* 46 Cal. 4th 969 (2009) ..... 3, 4

*Cabrales v. BAE Sys. San Diego Ship Repair, Inc.*, No. 3:21-cv-02122-AJB-DDL (S.D. Cal. Dec. 5, 2024) ..... 10

*Granados v. Hyatt Corp.*, No.: 23-cv-01001-H-VET, 2024 WL 3941828 (S.D. Cal. Aug. 26, 2024) ..... 10

*Hamilton v. Wal-Mart Stores, Inc.*, 39 F.4th 575 (9th Cir. 2022) ..... 3

*Haralson v. U.S. Aviation Servs. Corp.*, 383 F. Supp. 3d 959 (N.D. Cal. 2019) ..... 3

*Ketchum v. Moses*, 24 Cal. 4th 1122 (2001) ..... 14

*Laffitte v. Robert Half International Inc.*, 1 Cal. 5th 480 (2016) ..... 15

*Morel v. HNTB Corp.,* No. 3:22-cv-00408-AJB-AHG (S.D. Cal. 2025) ..... 10

*O'Connor v. Uber Techs., Inc*., 201 F. Supp. 3d 1110 (N.D. Cal. 2016) ..... 4

*Swayzer v. Circle K Stores, Inc*., Sacramento Superior Court Case No. 34-2018-00234999-CU-OEGDS (2022) ..... 10, 34

## STATUTES

Lab. Code § 2699(m) ..... 3

Labor Code § 2699(k)(1) ..... 14

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## MEMORANDUM OF POINTS AND AUTHORITIES

## I. INTRODUCTION.

Plaintiffs Savanna Pilkington, Cindy Cunningham, Marilyn Rychart, and Sylvia Hernandez (Representative Plaintiffs), on behalf of Aggrieved employees and the State of California as their designated proxy, very respectfully move this Court to approve the PAGA Settlement Agreement as set forth in the proposed order filed concurrently with this Motion pursuant to Labor Code § 2699(s)(2). For the reasons explained below, the PAGA Settlement is fair and reasonable.

## II. STANDARD OF REVIEW.

Court review of PAGA-only settlements differs markedly from the review process applicable to class action settlements, which requires a procedural two-step approach—preliminary and final approval. *Arias v. Superior Court,* 46 Cal. 4th 969 (2009); *Hamilton v. Wal-Mart Stores, Inc.*, 39 F.4th 575, 583–84 (9th Cir. 2022) ("PAGA suits exhibit virtually none of the procedural characteristics of class actions, so there is no need for courts to consider adequacy of representation, numerosity, commonality, or typicality, and no need for certification under Rule 23, as the Rule 23 requirements are a logical mismatch for PAGA actions.").

As the Settlement resolves Plaintiffs' PAGA claims, the Court must analyze whether the Settlement fulfils the statutory requirements of PAGA and is fundamentally fair, adequate, and reasonable in light of PAGA's policies and purposes. *See* Lab. Code § 2699(s)(2) ("The superior court shall review and approve any settlement of any civil action filed pursuant to this part."); *see also Haralson v. U.S. Aviation Servs. Corp.*, 383 F. Supp. 3d 959, 972 (N.D. Cal. 2019) (identifying that district courts apply a "Rule 23-like standard" due to the absence of authority governing the standard for review and approval of PAGA settlements).

### A. PAGA Statutory Requirements.

Under PAGA's remedial scheme, civil penalties are distributed between "the aggrieved employees" (35%) and the Labor and Workforce Development Agency

(LWDA) (65%). Lab. Code § 2699(m). The proposed settlement must be sent to the LWDA before or at the same time it is submitted to the court. Lab. Code § 2699(s)(2). Finally, aggrieved employees are prohibited from opting out of any settlement. *See Arias,* 46 Cal. 4th 969, 986 ("Because an aggrieved employee's action under the Labor Code Private Attorneys General Act of 2004 functions as a substitute for an action brought by the government itself, a judgment in that action binds all those, including nonparty aggrieved employees, who would be bound by a judgment in an action brought by the government."); *O'Connor v. Uber Techs., Inc*., 201 F. Supp. 3d 1110, 1133 (N.D. Cal. 2016) ("Thus, in a lawsuit which asserts a PAGA claims and seeks class certification for labor/wage claims, even class members who opt out of the class would be bound by an adverse PAGA judgment or settlement.").

**B. Fairness, Adequacy, and Reasonableness of PAGA Allocation.**

"[W]hen a PAGA claim is settled, the relief provided for under the PAGA be genuine and meaningful, consistent with the underlying purpose of the statute to benefit the public and, in the context of a class action, the court evaluate whether the settlement meets the standards of being 'fundamentally fair, reasonable, and adequate' with reference to the public policies underlying the PAGA." *Haralson*, 383 F. Supp. 3d at 971 (quoting *O'Connor*, 201 F. Supp. 3d at 1133).

## III. SUMMARY OF SETTLEMENT.

Without admitting wrongdoing and pursuant to the PAGA Settlement Agreement, Defendant has agreed to pay the Gross Settlement Amount of **$685,500** in exchange for the full and final settlement and release of Plaintiffs' Labor Code claims via the PAGA for all nonexempt employees who worked for Defendant from January 1, 2021 to the present ("Aggrieved Employees") to resolve all claims that are alleged or could have been alleged based on the PAGA Notices and Complaints filed in this matter from the time period of January 1, 2021 to the present. From the gross amount, less expenses, about 9,000 current and former Aggrieved Employees will receive about $16 apiece and the State will receive $272,557. There is no claims process, no

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right to opt out of the Settlement, and no reversion or residual payment to Defendant. Aggrieved Employees will automatically receive their respective settlement payments without submitting a claim. Proceeds from uncashed checks shall be sent to the State Comptroller's Office Unclaimed Funds.

## IV. PARTIES TO THE SETTLEMENT AGREEMENT.

### A. The Named Plaintiffs.

From about March 11, 2025 to the present (excluding her suspension without pay discussed below), Defendant Circle K Stores Inc. employed Plaintiff Pilkington at one of its convenience stores in the County of San Diego in a nonmanagerial position and paid her hourly. She signed an arbitration agreement before employment.

Defendant employed Plaintiff Hernandez from about April 1, 2025 to July 31, 2025 at one of its convenience stores in the County of San Diego in a nonmanagerial position and paid her hourly. She signed an arbitration agreement before employment.

From about March 31, 2015 to August 16, 2024, Defendant employed Plaintiff Cindy Cunningham at one of its convenience stores in the County of San Diego as a nonexempt employee in a managerial position paid hourly. She never signed an arbitration agreement.

From about September 11, 2014 to June 19, 2025, Defendant employed Plaintiff Rychart as a nonexempt employee at one of its convenience stores in the County of San Diego in a managerial position paid hourly. She never signed an arbitration agreement.

### B. The Defendant.

Defendant Circle K Stores Inc. is in the convenience store and gas station business. It maintains about 200 stores across California with roughly 8-10 employees per store, which means there are typically 1,600-2,000 active employees at any given time. https://www.circlek.com.

### C. Aggrieved Employees.

The term "Aggrieved Employees" is defined as "all current or former

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nonexempt persons the Defendants employed in California from January 1, 2021 to the present." Rutledge Decl., **Ex. 1**, ¶ 2. The dates from January 1, 2021 to the present are referred to as the "PAGA Period."

As of about August 20, 2025, Defendant employed approximately 9,000 Aggrieved Employees during the PAGA period. The total number of workweeks Aggrieved Employees worked during the PAGA Period is approximately 420,000 and pay periods 210,000. Rutledge Decl., ¶ 53.

## V. MATERIAL FACTS AND PROCEDURAL HISTORY.

During the relevant period, Plaintiff Pilkington alleges she was sexually assaulted by a coworker. Before the assault, Pilkington alleges she told management she was uncomfortable working with the assailant, a floater who traveled from store-to-store to cover shifts. She maintains that management ignored her concerns and that instead of addressing the problem, Defendant suspended her without pay for about two months. ECF Doc. No. 1 (Notice of Removal), Att. No. 2, Ex. A, ¶¶ 20-64.

During her suspension, Plaintiff Pilkington, through counsel, obtained her payroll records and employee personnel file. On August 21, 2025, Plaintiff Pilkington, through counsel, filed notice with the LWDA to exhaust her pre-litigation requirements under the PAGA. Rutledge Decl., **Exhibit 2**.

During Plaintiffs' case investigation, PAGA Counsel interviewed a number of Defendant's current and former employees, including Plaintiffs Cunningham, Hernandez, and Rychart, all of whom maintained they witnessed, in one form or another, Defendant commit various Labor Code violations. Rutledge Decl., ¶ 28.

On September 12, 2025, Plaintiffs, via counsel, filed an amended notice with the LWDA, adding Plaintiffs Cunningham and Rychart as PAGA plaintiffs. Rutledge Decl. ¶ 29, **Exhibit 3.**

On October 17, 2025, Plaintiff Pilkington filed an individual and class action lawsuit in the Superior Court of California for the County of San Diego seeking to obtain, among other things, unpaid wages from the Defendant. *Pilkington, et al. v.*

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*Circle K Stores Inc.*, Case No. 25CU056133C[2]; ROA #1 ("*Pilkington* Class Action"). The case is currently pending.

On October 27, 2025, Plaintiff Pilkington filed a PAGA-only action in the Superior Court of California for the County of San Diego. *Pilkington, et al. v. Circle K Stores Inc.*, Case No. 25CU058108C; ROA #1 ("*Pilkington* PAGA Action"). The case asserts the following claims:

1. Failure to Pay State Minimum/Regular/Local Wages;
2. Failure to Pay State Overtime;
3. Failure to Make Payments Within the Required Time;
4. Meal and Rest Break Labor Code Violations;
5. Failure to Provide Accurate Wage Statements;
6. Failure to Provide and Maintain Records;
7. Failure to Reimburse Work Related Expenses;
8. Failure to Properly Pay Sick Pay; and
9. Claim for miscellaneous Labor Code Violations via PAGA.

*Ibid*.

On October 27, 2025, Plaintiffs, via counsel, sent a second amended notice to the LWDA, adding Plaintiff Hernandez as a PAGA plaintiff. Rutledge Decl. ¶ 33, **Exhibit 4**.

On October 28, 2025, Plaintiffs, via counsel, filed a third amended notice with the LWDA, adding several new claims such as a failure to provide records and reporting time pay. Rutledge Decl. ¶ 34, **Exhibit 5**.

On January 30, 2026, Plaintiffs filed a First Amended Complaint in the *Pilkington* PAGA Action, adding named Plaintiffs Cunningham, Hernandez, and

[2] The *Pilkington* Class Action is also assigned Case No. JCCP5304 because the plaintiffs in *McDonald v. Circle K Stores, Inc.* and *Medina v. Circle K Stores, Inc.*, previously filed class and PAGA actions, moved the court ex parte to add-on the *Pilkington* Class Action to the Superior Court of California's coordination proceeding. The motion was neither granted or denied and there is no motion on calendar related to the add-on request.

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Rychart, and additional claims. *Pilkington, et al. v. Circle K Stores Inc.*, Case No. 25CU058108C; ROA # 16.

On March 3, 2026, Defendant filed a Notice of Removal of the *Pilkington* PAGA Action to the United States District Court for the Southern District of California. ECF Doc. No. 1. On March 9, 2026, Defendant filed a Motion to Compel the *Pilkington* PAGA Action into arbitration (MTCA). Doc. No. 3.

On April 7, 2026, Plaintiff Hernandez filed a demand for arbitration with the American Arbitration Association. The arbitration concerned the same alleged Labor Code violations at issue in this action and was in response to Defendant's MTCA**.** Rutledge Decl. ¶¶ 38-39.

Following the removal of the *Pilkington* PAGA Action, Plaintiffs informed the Defendant of how they believed that Defendant's MTCA was improper because, among other reasons, Plaintiffs Cunningham and Rychart never signed arbitration agreements and Plaintiff Pilkington was a victim of workplace sexual violence who, as such, is exempt from arbitration under the Ending Forced Arbitration of Sexual Assault and Harassment Act of 2021. Defendant agreed to continue its MTCA to allow the parties an opportunity to exchange discovery and discuss settlement. Doc. Nos. 4-5.

During this timeframe, the parties, via counsel, agreed to place all litigation on hold to attend private mediation. Thereafter, the parties voluntarily exchanged information in preparation for mediation. To this end, Defendant provided Plaintiffs with a robust amount of information to allow Plaintiffs the ability to assess the strength of liability and the value of this case, such as a 14% sampling of the Aggrieved Employees' payroll records, its forensic expert's report, policy handbooks, and various metrics. Rutledge Decl. ¶¶ 42-52.

On September 8, 2026, the parties attended a full day of mediation with Scott Markus, Esq., an experienced mediator in this field. At its conclusion, the parties accepted a mediator's proposal. Rutledge Decl. ¶¶ 60-63.

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From about September 8, 2026 to September 23, 2026, the parties drafted, negotiated, and signed the PAGA Settlement Agreement. Rutledge Decl. ¶ 64.

On October 19, 2026, pursuant to the PAGA, Plaintiffs provided the LWDA copies of the Settlement Agreement and these moving papers requesting court approval of the PAGA Settlement. Rutledge Decl. ¶ 65.

By this motion, the parties respectfully request the Court to approve the PAGA Settlement.

## VI. REASONS FOR SETTLEMENT.

The three statutory requirements for the approval of PAGA settlements have been met: (1) the Settlement distributes the PAGA allocation appropriately with 65% of the Net Settlement Amount to be paid to the LWDA and 35% to be distributed to Aggrieved Employees; (2) Plaintiffs provided the Settlement Agreement and these moving papers to the LWDA before this Motion was filed; and (3) the Settlement Agreement and Notice both clearly state that Aggrieved Employees cannot opt out from the settlement of PAGA Claims. Rutledge Decl., ¶¶ 69-160. Accordingly, the PAGA statutory requirements are satisfied.

The Settlement amount is fair and reasonable. PAGA Counsel's declaration filed in support of this Motion explains in detail the reasons supporting the Settlement. In summary, Plaintiffs' Complaint alleges the Defendant committed a broad range of Labor Code violations. However, upon inspection of the Defendant's payroll records and considering the evidence as a whole, most violations were technical in nature, impacted only a subset of Aggrieved Employees, and were not the result of widespread and uniform unlawful policies. Rutledge Decl. ¶¶ 44-59.

The monetary relief secured through the PAGA Settlement Agreement represents an excellent result when measured against the risks of continued litigation, Defendant's claims of unmanageability, and the potential for delayed or diminished recovery had the case proceeded to trial. The gross settlement amount of $685,500 provides a substantial benefit to the State—approximately $272,557—and yields an

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average recovery of approximately $16 per Aggrieved Employee, depending on their length of employment. Rutledge Decl. ¶¶ 156-158.

The settlement amount is supported by case law. Other courts in this District have approved similar recovery amounts. *See, e.g.*, *Granados v. Hyatt Corp.*, No.: 23-cv-01001-H-VET, 2024 WL 3941828, at *2 (S.D. Cal. Aug. 26, 2024) (approval of PAGA settlement that "estimated average PAGA payment to aggrieved employees is $5.17"); *see also Morel v. HNTB Corp.,* No. 3:22-cv-00408-AJB-AHG (S.D. Cal. 2025) (approval of PAGA settlement that paid out $2.70 per aggrieved employee); *Granados v. Hyatt Corp.*, No. 3:23-cv-01001-H-VET (S.D. Cal. Aug. 26, 2024) ($5.17); *Cabrales v. BAE Sys. San Diego Ship Repair, Inc.*, No. 3:21-cv-02122-AJB-DDL (S.D. Cal. Dec. 5, 2024) ($9.68).

Also relevant to the settlement amount are the safeguards Defendant has implemented to avoid wage and hour claims. In 2020, following the settlement of a wage and hour class and PAGA action, *Swayzer v. Circle K Stores, Inc*., Sacramento Superior Court Case No. 34-2018-00234999-CU-OEGDS, Defendant invested millions to train its managers on how to avoid committing Labor Code violations. Currently, Circle K uses one of the industry's most sophisticated timekeeping systems to catch missed rest and meal breaks. This software generally requires Defendant's employees to affirmatively state whether they missed meal or rest breaks before clocking-out and automatically pays out premium payments for verified missed meal and rest breaks. While no employer of this size can entirely eliminate the possibility of wage-and-hour violations, Plaintiffs recognized that Defendant would rely on these compliance measures to argue against the imposition of substantial PAGA penalties if the case proceeded to trial. Defendant further employs facially compliant wage and hour policies addressing all claims raised in the Complaint and all PAGA Notices filed in this case. Defendant also regularly trains both managerial and non-managerial employees on wage and hour compliance. For example, Defendant's managers conduct weekly time audits at each store, wherein the managers double check all

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manual and electronic time records to ensure punches are properly done and that meal and rest premiums are paid when incurred. Rutledge Decl. ¶¶ 144-150.

Further relevant to the Settlement are the 2024 PAGA amendments. Under amended § 2699(g), because Plaintiffs knew Defendant would argue that it took "all reasonable steps" to comply before receiving the PAGA notice, recoverable penalties are capped at 15% of the otherwise recoverable penalties. The statute specifically identifies payroll audits, lawful written policies, supervisor training, and corrective action as examples. Lab. Code § 2699(g)(1)–(2). Even before the amendments, Plaintiffs knew that Defendant's proactive measures to mitigate Labor Code violations would go a long way to reduce any potential PAGA penalty exposure. Rutledge Decl. ¶¶ 151-153.

Thus, PAGA Counsel believes the settlement amount is fair and reasonable.

The Plaintiffs' request for a $500 enhancement award to each of the named Plaintiffs for their involvement in the action and in exchange for providing a general release is fair and reasonable. There is strong judicial support in awarding incentive awards to plaintiffs in PAGA-only cases.

A PAGA representative may "receive a share of class recovery above and beyond [his] individual claim" with a service payment, or enhancement award. *China Agritech, Inc. v. Resh*, 584 U.S. 732, 747 n.7 (2018). The decision to approve such an award, however, is a matter within the court's discretion. *In re Mego Fin. Corp. Sec. Litig.,* 213 F.3d 454, 463 (9th Cir. 2000). In evaluating a request for an incentive payment to a representative, the Court must generally consider "'the actions the plaintiff has taken to protect the interests of the class, the degree to which the class has benefitted from those actions, the amount of time and effort the plaintiff expended in pursuing the litigation,' and any financial or reputational risks the plaintiff faced." *In re Apple Inc. Device Performance Litig.*, 50 F.4th 769, 786 (9th Cir. 2022) (quoting *Roes v. SFBSC Mgmt., LLC,* 944 F.3d 1035,1057 (9th Cir. 2019)).

Here, the named Plaintiffs have been active in this lawsuit. They have provided

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valuable evidence to PAGA Counsel in support of the prosecution of this case. They have assisted PAGA Counsel in acquiring names of eye witnesses and explaining key documents. They were available for the private mediation by telephone. They provided input for the various pleadings filed in court. They also have assumed various risks, such as being held liable for costs incurred in connection with this case if Plaintiffs lost and the risk (and continued risk) of the potential stigma in Plaintiffs' industry associated with suing a former employer. PAGA Counsel recommends the Court approve these incentive awards. Rutledge Decl., ¶¶ 161-170.

Federal courts applying PAGA have approved reasonable service awards compensating a PAGA representative for the time, effort, and risks undertaken in prosecuting the representative action. *See Ambrose v. US Med-Equip, LLC*, No. 1:23-cv-00114-SAB, 2024 U.S. Dist. LEXIS 14387 (E.D. Cal. Jan. 26, 2024) (approved a $5,000 incentive payment in a representative PAGA action); *Middleton v. Halliburton Energy Servs.*, No. 1:19-cv-01747-CDB, 2024 U.S. Dist. LEXIS 80470 (E.D. Cal. May 1, 2024) (awarding a PAGA plaintiff $3,500 for an incentive award); *Abelar v. Am. Residential Servs., L.L.C.*, No. ED CV19-00726 JAK (JPRx), 2019 U.S. Dist. LEXIS 198772 (C.D. Cal. Nov. 14, 2019) (approved a $5,000 incentive payment); *Turrieta v. Lyft, Inc*., 16 Cal. 5th 664 (2024) (California Supreme Court approved a $14,000 incentive award to the named plaintiff).

Finally, Plaintiffs request the Court to approve the payment of $24,900 to Phoenix Settlement Administration and to appoint them to serve as the settlement administrator is fair and reasonable. Generally, class and PAGA settlements must be administered by a third party. Phoenix was the lowest bidder among the three obtained. Phoenix has been in business for more than ten years. www.sos.ca.gov/search/business; https://www.phoenixclassaction.com/about-us. Phoenix has no financial interest in or affiliation with the parties or counsel in this matter, extensive experience administering class action matters, and adequate procedures in place to safeguard the data and funds to be entrusted to it. Rutledge

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Decl. ¶¶ 171-176, **Ex. 7**.

In the opinion of PAGA Counsel, the settlement is fair, adequate, and reasonable, and advances the PAGA's core remedial purpose. PAGA Counsel recommends the Court to approve the Settlement. Rutledge Decl., ¶ 160.

## VII. PLAN OF ALLOCATION.

### A. Gross Settlement Amount.

From the Gross Settlement Amount, the Defendant shall make the following distributions:

| | |
|---|---|
| **Gross Settlement Amount:** | **$685,500** |
| PAGA Counsel's Fees (minus): | ($228,500) |
| PAGA Counsel's Costs (minus): | ($10,781) |
| Est. Settlement Admin. Costs (minus): | ($24,900) |
| Incentive Awards | ($2,000) |
| **Net Settlement Amount:** | **$419,319** |
| Payment to the LWDA: | **$272,557** |
| Payment to Aggrieved Employees: | **$146,762** |

Rutledge Decl., **Ex. 1**, ¶¶ 6.a - 6.g.

### B. Administration of the Gross Settlement Amount.

Within 30 days of the Effective Date, Defendant will deliver the settlement funds to the Settlement Administrator, Phoenix Settlement Administrators, in accordance with the terms of the PAGA Settlement Agreement. If any settlement check is returned as undeliverable, the Settlement Administrator shall make reasonable efforts to locate the affected Aggrieved Employee and reissue the payment accordingly. Rutledge Decl., **Ex. 1**, ¶ 6.f.

No portion of the Gross Settlement Amount shall revert to Defendant. Any remaining funds from uncashed settlement checks after the 180-day expiration period shall be remitted to the California State Controller's Office as unclaimed property. Rutledge Decl., **Ex. 1**, ¶ 6.d.

### C. Settlement Payments to Aggrieved Employees.

To ensure a fair distribution of Settlement Payments to Aggrieved Employees,

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the parties developed a formula to determine each employee's pro rata share of the distributable amount, as permitted under the PAGA, based on the Aggrieved Employee's length of service. The Settlement Agreement provides:

> Each Aggrieved Employee shall receive a portion of the PAGA Penalties on a pro-rata basis. The Settlement Administrator will calculate: (i) the total number of pay periods worked by each Aggrieved Employee during the PAGA Period, and (ii) the total number of pay periods worked by all Aggrieved Employees during the PAGA Period. To determine each Aggrieved Employee's payment from the Aggrieved Employees' PAGA Portion, the Settlement Administrator will use the following formula: Settlement Payment = Aggrieved Employees' PAGA Portion x [Pay Periods Worked by Individual Aggrieved Employee during the PAGA Period ÷ Total Pay Periods Worked by All Aggrieved Employees during the PAGA Period].

Rutledge Decl., **Ex. 1**, ¶ 15.

All payments to the Aggrieved Employees shall be characterized as civil penalties, not wages. The Settlement Administrator will report these payments to the appropriate taxing authorities and issue recipients an IRS 1099 Form. Rutledge Decl., **Ex. 1**, ¶ 16.

**D. <u>PAGA Counsel's Requested Fees/Costs are Reasonable.</u>**

An award of reasonable attorneys' fees and costs to a prevailing plaintiff in a PAGA action is authorized by statute. Labor Code § 2699(k)(1). Plaintiffs' request here is unopposed and expressly permitted per the Settlement Agreement.

Here, PAGA Counsel seeks an award of fees for $228,500 and costs of $10,781. The fees requested by PAGA Counsel are well below PAGA Counsel's actual lodestar. *Ketchum v. Moses*, 24 Cal. 4th 1122, 49 (2001) (lodestar approach to fees is a reasonable method in assessing the reasonableness of fees); *see also Laffitte v. Robert Half International Inc.*, 1 Cal. 5th 480, 503-506 (2016) (holding that a court

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may calculate a reasonable fee in a common-fund case using the percentage-of-the-fund method and may use a lodestar calculation as a cross-check).

The requested fees and costs represent fair compensation for undertaking complex, high-risk, and resource-intensive litigation on a purely contingency basis. The request is particularly warranted given that the requested amount is well-supported by controlling case law. *Ketchum*; *Laffitte, supra*. Moreover, the request is consistent with PAGA Counsel's actual lodestar. Rutledge Decl., ¶¶ 177-200.

The work performed by PAGA Counsel is well documented in PAGA Counsel's Declarations filed concurrently herewith. Rutledge Decl., **Ex. 8** [timesheet]. This time is summarized as follows:

| Name of Attorney | YEAR OF BAR ADMISSION | RATE | HOURS | LODESTAR |
|---|---|---|---|---|
| Thomas D. Rutledge, Esq. | 1995 | $1,227 | 296.45 | **$363,744** |

Rutledge Decl., ¶ 198.

PAGA Counsel's fees are consistent with noted sources, such as the 2025-2026 Laffey Matrix. Rutledge Decl., **Ex. 9**. Courts have previously approved PAGA Counsel's hourly rate. Rutledge Decl., ¶¶ 194-195.

The Settlement Agreement also allows the recovery of costs. Rutledge Decl., **Ex. 1**, ¶ 6.a. PAGA Counsel incurred no less than $10,781 in overall actual costs. Rutledge Decl., **Exhibit 10**.

Accordingly, based on the foregoing, PAGA Counsel respectfully requests that the Court approve the fee and cost award in the amounts set forth in the Settlement Agreement.

## VIII. CONCLUSION.

For the foregoing reasons, the Plaintiffs very respectfully request this Court to grant Plaintiffs' Motion, approve the PAGA Settlement, and sign the [Proposed] Order filed herewith.

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Dated: October 19, 2026

Law Office of Thomas D. Rutledge

By: /s/*Thomas D. Rutledge*
Thomas D. Rutledge
Attorneys for the Plaintiffs

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## DECLARATION OF THOMAS D. RUTLEDGE

I, THOMAS D. RUTLEDGE, declare and state as follows:

1. I am counsel of record for the named Plaintiffs, indirectly for the Aggrieved Employees, and a quasi-assistant attorney general for the State of California via the PAGA in this matter. As such, I am fully familiar with the facts, pleadings, and history of this matter. The following facts are within my own personal knowledge, and if called as a witness, I could testify competently to the matters stated herein.

2. This declaration is submitted in support of Plaintiffs' Motion for Court Approval of Private Attorneys General Act Settlement a copy of which is attached hereto and marked as **Exhibit 1**.

**My Experience Handling Representative Actions.**

3. The Law Office of Thomas D. Rutledge consists of me, several paralegals, and various support staff during all times relevant to this litigation.

4. At all times relevant, I was the lead attorney of record in the above-entitled action.

5. I have had the privilege of practicing law for over 30 years.

6. I have served the public my whole adult life.

7. Before practicing law, from about April 1987 to April 1994 at the age of 21, I proudly served in the U.S. Army National Guard in various capacities: first, as a Private First Class in a combat engineer's unit; and in 1990, after receiving my commission from the Commonwealth of Massachusetts's State Officers' Candidate School, as a field artillery officer, mortar platoon leader, and infantry company executive officer in the Commonwealth of Pennsylvania (1992-1994) and Massachusetts (1987-1992) Army National Guard.

8. In 1990, I received a B.A. in History and Political Science from the University of Massachusetts, Boston, Massachusetts.

9. In 1992, I received a C.S.S. in Management and Administration from

Harvard University, Cambridge, Massachusetts.

10. In 1995, I received a J.D. from Temple University and earned admission to the State Bars of Florida and Massachusetts.

11. In 1999, I earned admission to the California Bar.

12. I am a former active member in the San Diego County Bar Association (and several committees therein, such as the Labor and Employment Law Section, Litigation Section, and Family Law Section), a current member of the California Employment Lawyers Association, Consumer Attorneys of San Diego (CASD), and a former member of the National Employment Lawyers Association.

13. I am the former Co-Chairman to the San Diego County Bar Association Labor and Employment Law Section.

14. I am a former member of the Board of Directors for CASD (served 2013-2016).

15. I am a former U.S. Navy Judge Advocate General's (JAG) Corps attorney.

16. From 1995 to 2002, I served in various capacities on active duty as a prosecutor, defense attorney, and staff judge advocate in the U.S. Navy JAG Corps handling hundreds of criminal and civil litigation matters and personally prepared and filed more than 5,000 state and federal tax returns for U.S. servicemen and their families.

17. I served a total of 20 years in the U.S. military honorably retiring from the U.S. Naval Reserve in 2008.

18. From 2002 to 2004, I was a litigation associate at Christensen, Miller, Fink, Jacobs, Glaser, Weil & Shapiro LLP in Los Angeles, California, a firm of more than 100 lawyers at that time, working on complex litigation.

19. From 2004 to 2009, I was a litigation associate for Branton & Wilson, APC, a firm of more than 15 lawyers at the time, working mostly on employment law matters (defense and plaintiff).

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20. From 2009 to the present, I have focused my practice exclusively on prosecuting employment law claims on behalf of employee-plaintiffs, with a very small amount of my practice devoted to personal injury, landlord-tenant, and family law matters.

21. All my employee-plaintiffs' cases, including this case, are accepted on a nothing down contingency fee basis.

22. I personally have represented thousands of class members and aggrieved employees in over 75 class and/or representative (PAGA) actions prosecuting wage and hour claims, more than 20 of which were certified as class actions. *See, e.g.*, *Julio, et al. v. Express Tires*, S.D. Superior Court Case No.: 37-2010-00097801; *Epton v. ADP TotalSource, et al.*, U.S.D.C. Case No.: 11cv0856-JM; *Tuter, et al. v. King's Seafood Company, LLC, et al.*, San Diego Superior Court Case No.: 37-2011-00084756; *Crosby v. CHMB*, San Diego Superior Court Case No.: 37-2011-0087583-CU-OE-CTL; *Diego v. JMS Properties LLC, et al.*, San Diego Superior Court Case No.: 37-2013-00056177-CU-0E-CTL; *Mitchell, et al. v. Phone Ware Inc., et al.*, San Diego Superior Court Case No.: 37-2014-00008449-CU-OE-CTL; *Long, et al. v. Stanley Black & Decker, Inc., et al.*, U.S.D.C. Case No.: 14CV1246 JLS BGS; *Villagrana v. 7-Eleven*, San Diego Superior Court Case No.: 37-2014-00008449-CU-OE-CTL; *Parnell, et al. v. Harte-Hanks Shoppers, Inc., et al.*, Orange Superior Court Case No.: 10-2014-00736236-CU-OE-CXC; *Martz v. T.R.L. Systems, Inc.*, San Bernardino Superior Court Case No.: CIVDS1515312; *Rosentein v. Pratt and Whitney, et al.*, U.S.D.C. Case No.: 15CV2183 JM/JLB; *Don v. Penn*, San Diego Superior Court Case No.: 37-2016-00025005; *Ramirez v. Coastal Trans. Serv.*, San Diego Superior Court Case No.: 37-2016-00020248; *Velez v. CoWorx Staffing Services LLC*, San Bernardino Superior Court Case No.: CIVDS1803229; *Martz v. HCI Systems Inc.*, San Bernardino Superior Court Case No.: CIVDS1607545, *Babouchian, et al. v. Soleil Communications Inc., et al.* San Diego Superior Court Case Number: 37-2017-00044756-CU-OE-CTL (Hon. Richard S. Whitney), and

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many others. These are a small sample of the total number of cases I have litigated.

23. I have attended dozens of lectures presented by legal professionals on the topic of prosecuting class action litigation during my career including some in which I have presented, tried wage and hour cases in Superior Court, appeared before the Labor Commissioner on scores of wage claims, litigated to hearing dozens of private arbitrations, and represented of hundreds of clients in private mediations before well-known mediators, such as Mark Rudy, Jeff Ross, Mike Dickstein, David Rotman, Robert Kaplan, and Judge Herbert B. Hoffman (Ret.), to name a few.

**Material Facts Relevant to Settlement.**

24. On August 21, 2025, Plaintiff Pilkington retained my services.

25. We thereafter obtained Pilkington's payroll records and employee personnel file.

26. Upon review of Pilkington's payroll records and employee personnel file, a wide range of Labor Code violations were apparent.

27. On August 21, 2025, on behalf of Plaintiff Pilkington, my office filed notice with the LWDA to exhaust her pre-litigation requirements under the PAGA. A true and correct copy of this filing is attached as **Exhibit 2**.

28. During our case investigation, I interviewed a number of Defendant's current and former employees, including Plaintiffs Cunningham, Hernandez, and Rychart, all of whom said they witnessed, in one form or another, Defendant commit various Labor Code violations.

29. On September 12, 2025, my office filed an amended notice with the LWDA, adding Plaintiffs Cunningham and Rychart as PAGA plaintiffs. A true and correct copy of this filing is attached as **Exhibit 3.**

30. On October 17, 2025, Plaintiff Pilkington filed an individual and class action lawsuit in the Superior Court of California for the County of San Diego against the Defendant. *Pilkington, et al. v. Circle K Stores Inc.*, Case No. 25CU056133C; ROA #1 ("*Pilkington* Class Action").

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31. The *Pilkington* Class Action was and currently is assigned to the Hon. Katherine A. Bacal in Dept.: C-63 and is now assigned Case No. JCCP5304 because it has been coordinated with *McDonald v. Circle K*, Case No. JCCP5304 and *Medina v. Circle K*, Case No. JCCP5304, two previously filed class and PAGA actions.

32. On October 27, 2025, Plaintiff Pilkington filed a PAGA-only action in the Superior Court of California for the County of San Diego. *Pilkington, et al. v. Circle K Stores Inc*., Case No. 25CU058108C; ROA #1 ("*Pilkington* PAGA Action").

33. On the same day, my office sent a second amended notice to the LWDA, adding Plaintiff Hernandez as a PAGA plaintiff and extending the scope of the PAGA Period to January 1, 2021. A true and correct copy of this filing is attached as **Exhibit 4.**

34. On October 28, 2025, Plaintiffs, via counsel, filed a third amended notice with the LWDA, adding several new claims such as a failure to provide records and reporting time pay. A true and correct copy of this filing is attached as **Exhibit 5.**

35. On January 30, 2026, Plaintiffs filed a First Amended Complaint in the Pilkington PAGA Action, adding named Plaintiffs Cunningham, Hernandez, and Rychart, and additional claims.

36. On March 3, 2026, Defendant filed a Notice of Removal of the Pilkington PAGA Action to the United States District Court for the Southern District of California.

37. On March 9, 2026, Defendant filed a Motion to Compel the Pilkington PAGA Action into arbitration (MTCA).

38. On April 7, 2026, Plaintiff Hernandez filed a demand for arbitration with the American Arbitration Association.

39. The arbitration concerned the same alleged Labor Code violations at issue in this action and was in response to Defendant's MTCA.

40. Following the removal of the Pilkington PAGA Action, Plaintiffs, through counsel, met and conferred about how they believed that Defendant's MTCA

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was improper because, among other reasons, Plaintiffs Cunningham and Rychart had never signed arbitration agreements and Plaintiff Pilkington was a victim of workplace sexual violence who is therefore exempt from arbitration under the Ending Forced Arbitration of Sexual Assault and Harassment Act of 2021.

41. Defendant agreed to continue its MTCA to allow the parties an opportunity to exchange discovery and discuss settlement.

42. During this timeframe, the parties, via counsel, agreed to place all litigation on hold to attend private mediation.

43. Thereafter, the parties voluntarily exchanged information in preparation for mediation.

**Random Sampling.**

44. To this end, Defendant provided Plaintiffs with a robust amount of information to allow Plaintiffs the ability to assess the strength of liability and the value of this case.

45. For example, Defendant provided a 14% sampling of the Aggrieved Employees' payroll records.

46. This sampling consisted of thousands of pages of wage statements, time records, and signed meal break waiver and on-duty meal-period agreement forms, among other materials.

47. Defendant also produced a forensic expert's report prepared by Econ One Research, Inc., a well-known litigation economic consulting and expert-witness firm founded in 1997.

48. Defendant hired Econ One as a designated expert to review Aggrieved Employees' payroll records and determine if there was any liability for Labor Code violations during the PAGA Period.

49. Econ One's expert report identified various categories of potential areas of liability for Labor Code violations and provided a statistical analysis of the various claims asserted in this case.

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50. Before mediation, I personally interviewed one of Econ One's staff members over the phone who explained the report to me, how the figures were computed, and what the numbers meant.

51. Defendant also produced their policy handbooks and other relevant wage and hour documents/policies that governed the workplace during the PAGA Period.

52. Defendant also provided various critical metrics we needed to compute PAGA penalties.

53. I was informed that Defendant employed approximately 9,000 Aggrieved Employees during the PAGA Period who worked a total of approximately 210,000 pay periods and 420,000 workweeks during the PAGA release period.

54. I was further informed that of the Aggrieved Employees in the sampling, 896 employees were terminated (80% turnover rate).

55. I was further informed that Defendant generally paid its employees biweekly, that 1,438 meal and/or rest period premiums were paid to the employees in the sampling during the PAGA Period.

56. I was further informed that the total dollar amount of meal and rest periods Defendant paid to the Aggrieved Employees was $455,158.95 in rest break premiums and $505,537.13 in meal break premiums.

57. I was further informed that the average hourly wage is $16.45, which results in roughly 27,669 rest break premiums and 30,732 meal break premiums.

58. We are further informed that Defendant paid $945,760.00 in cellular phone reimbursements to the Aggrieved Employees during the PAGA Period.

59. The foregoing information was more than sufficient to allow me to assess liability and measure potential exposure to PAGA penalties.

**Private Mediation and Negotiation of the Settlement Agreement.**

60. On September 8, 2026, the parties attended a full day of mediation with Scott Markus, Esq., an experienced mediator in this field.

61. Before doing so, the parties exchanged mediation briefs.

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62. Plaintiff Pilkington was personally present, and the other named Plaintiffs were available by phone.

63. At the conclusion of mediation, the parties accepted the mediator's proposal.

64. From about September 8, 2026 to September 23, 2026, the parties drafted, negotiated, and signed the PAGA Settlement Agreement.

**Notice to the LWDA/Related Actions.**

65. On October 19, 2026, pursuant to the PAGA, my office provided the LWDA copies of the Settlement Agreement and these moving papers requesting court approval of the PAGA Settlement Agreement.

66. Before filing these papers, I searched the LWDA's website for any related actions against this Defendant. Attached hereto as **Exhibit 6** is a true and correct copy of the results of my research.

67. As of the date of this filing, there appear to be five currently pending related civil actions asserting PAGA claims against the Defendant.

68. These related cases are *McDonald v. Circle K*, Case No. JCCP5304, *Medina v. Circle K*, Case No. JCCP5304, *Marquez v. Circle K*, Los Angeles County Superior Court Case No. 24NWCV04080, *Carter v. Circle K*, Fresno County Superior Court Case No. 24CECG03445, and *Haddad v. Circle K*, Alameda County Superior Court Case No. 26CV170750.

**Reasons this Settlement is Fair and Reasonable.**

69. My office and the Plaintiffs believe that settlement of this action, as set forth in the PAGA Settlement Agreement, is in the best interest of the State of California, the named Plaintiffs, and the Aggrieved Employees.

70. Before agreeing to the Settlement, I undertook an analysis of the potential value of Plaintiffs' PAGA claims and the substantial factual and legal risks associated with recovering those penalties.

71. My analysis was based upon, among other things, interviews with

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Plaintiffs and other current and former employees, Circle K's written policies and practices, thousands of pages of payroll and timekeeping records produced from a 14% sample of the Aggrieved Employees, meal-period waiver and on-duty meal-period agreements, payroll data concerning premiums previously paid, and the analysis prepared by Defendant's retained forensic expert, Econ One Research, Inc.

72. The data provided by Defendant was sufficiently extensive to permit me to evaluate both the magnitude of the alleged Labor Code violations and Defendant's principal defenses.

73. The 14% sample we analyzed, which was also analyzed by Econ One, included approximately 1,125 employees and, depending upon the particular dataset analyzed, approximately 162,072 shifts, 39,356 workweeks, and 24,332 pay periods.

74. I considered the sample sufficiently substantial to provide a reasonable basis for evaluating Plaintiffs' potential PAGA exposure.

75. I did not assume for settlement purposes that every technical or facial discrepancy appearing in Defendant's records constituted a Labor Code violation or entitled Plaintiffs to recover a PAGA penalty.

76. I believe this assumption is reasonable because less than a year ago, Defendant prevailed on a Motion for Summary Adjudication on the wage statement issue in a related wage and hour class and PAGA action currently pending in San Diego Superior Court, Case No. JCCP 5304.

77. In its ruling, that Court noted that the employee could use “simple math” to make calculations about her wage statement and concluded that the “injury requirement [was] not met.”

78. Rather, I considered the frequency of the potential violations reflected in the records, Defendant's defenses to those violations, the penalties potentially recoverable if Plaintiffs prevailed, and the Court's discretion concerning the ultimate amount of PAGA penalties.

79. In evaluating whether the civil penalties recovered are meaningful, my

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office considered the Court's discretion to weigh the amount of penalties against the nature, extent, and provability of the alleged Labor Code violations.

80. A significant factor in our decision to discount the theoretical maximum penalties was the strength of Defendant's anticipated defenses, including its consistent denial of the alleged Labor Code violations and, in particular, any contention that the alleged violations resulted from companywide practices.

81. We anticipated that, absent settlement, Defendant would pursue multiple dispositive motions arguing that its written policies complied with California law, Plaintiffs' claims lacked merit, and the alleged violations could not be established on a companywide basis in light of Defendant's purportedly compliant policies and practices.

82. In assessing the risks and potential recovery, we also considered authority holding that PAGA's heightened penalty for a "subsequent violation" applies only after the employer has been notified by a court or the Labor Commissioner that its conduct violates the Labor Code. *See Gunther v. Alaska Airlines, Inc.*, 72 Cal. App. 5th 334, 356 (2021) ("the increased $200 civil penalty for 'subsequent violation[s]' does not apply unless [Plaintiff] presents evidence that the Labor Commission or a court notified [Defendant] that it was in violation of the Labor Code"); *Bernstein v. Virgin Am., Inc.*, 990 F.3d 1157, 1173 (9th Cir. 2021) (reversing award of heightened civil penalties where the employer had not been notified by the Labor Commissioner or a court of the violations); *Vieyra-Flores v. Sika Corp.*, No. EDCV 19-606 JVS (KKx), 2019 WL 2436998, at *5 (C.D. Cal. June 10, 2019) ("employers are not subject to heightened penalties . . . until a court or commissioner notifies the employer that it is in violation of the Labor Code"); *Chen v. Morgan Stanley Smith Barney, LLC*, No. 8:14-CV-01077-ODW (FFMx), 2014 WL 4961182, at *2 (C.D. Cal. Oct. 2, 2014) ("if an employer does not have notice that they are committing a violation, they are not subject to the heightened penalties"); *Trang v. Turbine Engine Components Techs. Corp.*, No. CV 12-07658 DDP (RZx),

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2012 WL 6618854, at *6 (C.D. Cal. Dec. 19, 2012) ("employers are not subject to heightened penalties for subsequent violations unless and until a court or commissioner notifies the employer that it is in violation of the Labor Code"), citing *Amaral v. Cintas Corp. No. 2*, 163 Cal. App. 4th 1157 (2008). This authority presented a material risk that Plaintiffs could recover only the initial PAGA penalty for the alleged violations, substantially reducing the maximum penalties potentially recoverable at trial.

83. Based on the information exchanged by the parties and the analysis performed before mediation, Plaintiffs estimated approximately $5.3 million in estimated potential PAGA penalties for the claims for which the available data permitted a reasonably reliable calculation.

84. This estimate was derived on a claim-by-claim basis and included approximately $2.33 million for the overtime and regular-rate claim, $1.86 million for the meal-period claim, $357,000 for the rest-period claim, $100,000 for the wage-statement claim, and $657,000 for the sick-pay claim.

85. The estimate did not assign additional penalties to claims for which the available data did not permit a reliable calculation and did not stack derivative penalties arising from the same alleged underlying conduct.

86. Even this approximately $5.3 million estimate substantially exceeded Plaintiffs' realistic potential recovery because it did not account for Defendant's factual and legal defenses, including its lawful written policies, the meal and rest-period premiums and expense reimbursements it had already paid, its defense concerning on-duty meal-period agreements for overnight employees, issues concerning whether facial timekeeping discrepancies reflected actual Labor Code violations, or the Court's discretion to reduce PAGA penalties.

87. In addition, Defendant maintained that the limitations enacted under amended PAGA applied for the PAGA Period after the amendments were enacted because Defendant maintained it had taken "all reasonable steps" to comply with the

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Labor Code before receiving Plaintiffs' PAGA notice.

88. If Defendant established the requirements for the 15% limitation under Labor Code § 2699(g)(1), I knew the approximately $5.3 million in estimated potential penalties would be reduced to approximately $796,000.

89. The $685,500 settlement represents approximately 86% of that amount, before further accounting for Defendant's remaining defenses and the risks and expense of continued litigation.

**Minimum Wage Claims.**

90. Plaintiffs' claim for minimum wage and regular rate violations is mostly predicated on allegations that Defendant maintained a general practice of encouraging Aggrieved Employees to work "off-the-clock."

91. Our investigation confirms that many of these claims would be difficult to prove at trial because not only do Plaintiffs bear the burden of proof to overcome the Defendant's written policies and procedures that undermine this claim, but even if Plaintiffs could establish the existence of any violations, the population impacted would be very limited, and would require individual analysis, a process that most courts would not condone even for this type of litigation.

**Overtime Wage Claims.**

92. Plaintiffs estimated approximately $2.33 million in potential PAGA penalties relating to their overtime and regular-rate claims.

93. As part of the parties' pre-mediation analysis, Plaintiffs reviewed a substantial sample of Defendant's payroll data.

94. Our examination of the sampling, which is consistent with Econ One's independent analysis of those records, identified 23,474 analyzed pay periods, including 5,214 pay periods in which overtime compensation was paid at exactly 1.5 times the employee's base hourly rate.

95. Thus, approximately 22.2% of the analyzed pay periods reflected overtime paid at precisely 1.5 times the employee's base rate.

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96. Plaintiffs used this 22.2% incidence rate as a reasonable proxy for estimating potential exposure. Applying that rate to approximately 210,000 aggregate pay periods yields approximately 46,645 potentially affected pay periods.

97. For purposes of valuing the claim for settlement, Plaintiffs applied a $50 penalty to each potentially affected pay period, resulting in approximately $2.33 million in estimated potential PAGA penalties attributable to the overtime and regular-rate claims.

98. Plaintiffs recognized, however, that the payment of overtime at 1.5 times an employee's base hourly rate does not, standing alone, establish a Labor Code violation.

99. Whether any particular payment resulted in an underpayment depends upon whether the employee received bonuses, differentials, or other compensation required to be included in the employee's regular rate of pay during the relevant period—many of the Aggrieved Employees did not.

100. Accordingly, the 22.2% incidence rate identifies potentially affected pay periods rather than established violations.

101. Defendant also disputed Plaintiffs' methodology and maintained that its payroll practices complied with California law.

102. Plaintiffs therefore understood that proving regular-rate violations on a representative or PAGA-wide basis would require additional analysis of the compensation paid during each potentially affected pay period and would present substantial factual and legal issues at trial.

103. These considerations presented a meaningful risk that Plaintiffs ultimately would recover substantially less than the approximately $2.33 million estimated potential exposure.

**Meal and Rest Break Wage Claims.**

104. Meal periods presented one of the largest potential areas of exposure.

105. Our analysis of the sample is consistent with Econ One's analysis that

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identified facially noncompliant meal periods in approximately 17.7% of shifts after excluding overnight shifts based upon Defendant's position that those employees were subject to on-duty meal-period agreements.

106. Applying that rate to approximately 210,000 aggregate pay periods results in approximately 37,170 potentially affected pay periods and approximately $1.86 million in potential penalties using a $50 penalty rate.

107. Defendant's records also demonstrated that it had paid meal-period premiums on numerous occasions.

108. The sample indicates 1,932 meal premiums totaling approximately $31,409 in the sample when overnight shifts were included.

109. I therefore recognized that the raw number of facially noncompliant meal periods materially overstated the number of uncompensated meal-period violations Plaintiffs could ultimately establish.

110. As to Plaintiffs' rest-period claim, this presented a materially lower potential violation rate.

111. Our analysis of the sample is consistent with Econ One's analysis that identified facially noncompliant rest periods on approximately 3.7% of eligible shifts when overnight shifts were included and approximately 3.4% when they were excluded.

112. The records also reflected 2,493 rest-period premiums totaling approximately $44,522.

113. Accordingly, I did not value the rest-period claim by simply assuming that every shift or every pay period generated a rest-period violation.

114. Even these figures did not establish liability because Defendant disputed whether many of the identified instances constituted violations and relied upon its written policies, employee attestations, meal-period agreements, premiums already paid, and other evidence to contend that lawful breaks were provided or appropriate premiums were paid.

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115. Applying the 3.4% rest-period incidence rate to approximately 210,000 aggregate pay periods results in approximately 7,140 potentially affected pay periods and approximately $357,000 in potential penalties using a $50 penalty rate.

116. Notwithstanding the foregoing, we are informed that the Defendant paid $455,158.95 in rest break premiums and $505,537.13 in meal break premiums during the PAGA Period.

117. Also relevant to this claim is our review of Defendant's meal and rest break policies, which on their face are lawful.

118. We knew that Defendant would likely argue that because its written policies were lawful that it was the employee's fault, not Defendant's managers, that an employee missed his or her meal or rest break.

**Wage Statement Claims.**

119. Plaintiffs also identified approximately 4,000 wage statements containing the alleged wage-statement deficiencies.

120. Applying the $25 reduced PAGA penalty applicable to qualifying wage-statement violations results in approximately $100,000 in potential penalties.

121. Plaintiffs recognized that the applicable penalty could be higher or lower depending upon the nature and proof of the alleged violation.

**Sick Pay Claims.**

122. Our analysis of the sample is consistent with Econ One's analysis that identified 1,468 of 23,474 analyzed pay periods in which sick time was paid at the employee's base rate rather than at a higher rate indicative of use of the regular rate.

123. This represents approximately 6.25% of analyzed pay periods.

124. Applying that incidence rate to approximately 210,000 aggregate pay periods produces approximately 13,133 potentially affected pay periods.

125. Using one $50 violation per affected pay period as a settlement valuation assumption results in approximately $657,000 in potential exposure.

126. Plaintiffs recognized, however, that the precise statutory exposure could

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not be accurately calculated from the data because the analysis identified pay periods rather than individual sick days.

**Unpaid Reimbursement Claims.**

127. As to Plaintiffs' unpaid reimbursement claims, here we found little support in favor of Plaintiffs' theory that Defendant violated Labor Code § 2802.

128. Virtually all of Defendant's employees worked onsite and did not incur any work-related expenses except in limited cases where they received texts from management regarding scheduling.

129. Further, Defendant paid out $945,760.00 in cellular phone reimbursements to Aggrieved Employees during the PAGA Period.

130. Also relevant to this claim is our review of Defendant's written reimbursement policy, which on its face is lawful.

131. Thus, we gave this a settlement value of less than $10,000.

**Misc. Labor Code Claims (Including Seating).**

132. As to Plaintiffs' miscellaneous Labor Code claims, here we found little support in favor of Plaintiffs' theory that Defendant violated any of the Labor Code sections.

133. For example, Defendant provides multiple methods of seating at its stores and permits employees to sit while performing duties during which employees can be seated.

134. Thus, we gave this a settlement value of $0.

**Kullar Analysis.**

135. The foregoing calculations produce approximately $5.30 million in estimated potential PAGA exposure before accounting for Defendant's factual and legal defenses, the premiums and reimbursements Defendant had already paid, restrictions against duplicative penalties, the limitations enacted by the 2024 amendments to PAGA, and the Court's discretion to reduce civil penalties.

136. Defendant also maintained it was entitled to the limitation contained in

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Labor Code § 2699(g)(1) because, before receiving Plaintiffs' PAGA notice, it had implemented written wage-and-hour policies, manager training, payroll and timekeeping safeguards, procedures for employees to report missed breaks, and procedures for paying meal and rest-period premiums.

137. If Defendant established the requirements for that statutory limitation, the approximately $5.30 million estimated baseline would be reduced to approximately $796,000.

138. The $685,500 settlement therefore represents approximately 12.9% of the approximately $5.30 million estimated baseline exposure and approximately 86.2% of that exposure if Defendant prevailed on its § 2699(g)(1) defense.

139. These comparisons do not account for the additional litigation risks described herein or the Court's independent discretion to reduce PAGA penalties.

140. In determining an appropriate reduction from the maximum potential PAGA penalties, we considered factors courts have examined in assessing PAGA penalties, including the extent of any actual harm suffered by employees, Defendant's knowledge of the alleged violations, previous citations issued by the Labor Commissioner, Defendant's efforts to correct or prevent them, and the Court's wide discretion in reducing the amount of PAGA penalties. *See Carrington v. Starbucks Corp.*, 30 Cal. App. 5th 504, 528 (2018) (affirming PAGA penalties representing approximately 0.2% of the statutory maximum); *Cotter v. Lyft, Inc.*, 193 F. Supp. 3d 1030, 1037 (N.D. Cal. 2016); *Fleming v. Covidien Inc.*, No. ED CV 10-01487 RGK (OPx), 2011 WL 7563047, at *4 (C.D. Cal. Aug. 12, 2011).

141. I am informed that Defendant has never been cited by the Labor Commissioner or adjudicated by a court to have committed the Labor Code violations alleged in this action.

142. Accordingly, Plaintiffs recognized that Defendant would have substantial grounds to oppose the imposition of heightened penalties for subsequent violations, further reducing Plaintiffs' realistic potential PAGA recovery.

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143. Also relevant to the settlement amount are the safeguards Defendant has implemented to avoid wage and hour claims.

144. In 2020, following the settlement of a wage and hour class and PAGA action, *Swayzer v. Circle K Stores, Inc*., Sacramento Superior Court Case No. 34-2018-00234999-CU-OEGDS, I am informed the Defendant invested millions to train its managers and employees on how to avoid committing Labor Code violations.

145. Currently, Circle K uses one of the industry's most sophisticated timekeeping systems to catch missed rest and meal breaks.

146. This software generally requires Defendant's employees to affirmatively state whether they missed meal or rest breaks before clocking-out.

147. The software also automatically pays meal and rest period premiums upon the submission of a report that a full and timely 30-minute meal break or ten-minute rest period had not been taken.

148. Defendant further employs facially compliant wage and hour policies addressing all claims raised in the Complaint and all PAGA Notices filed in this case.

149. Defendant also regularly trains both managerial and non-managerial employees on wage and hour compliance.

150. For example, Defendant's managers conduct weekly time audits at each store, wherein the managers double check all manual and electronic time records to ensure punches are properly done and that meal and rest premiums are paid when incurred.

151. The statute specifically identifies payroll audits, lawful written policies, supervisor training, and corrective action as examples. Lab. Code § 2699(g)(1)–(2).

152. Even before the PAGA amendments, Plaintiffs knew that Defendant's proactive measures to mitigate Labor Code violations would go a long way to reduce any potential PAGA penalty exposure.

153. With this in mind, we considered prevailing case law in this field when assessing PAGA penalties.

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154. For example, during the penalty phase of trial in *Carrington*, the plaintiff sought approximately $70 million in PAGA penalties. The trial court instead awarded only $150,000—approximately 0.21% of the maximum—finding that a greater penalty would be "unjust, arbitrary and oppressive" in light of Starbucks's "good faith attempts" to comply with its meal-period obligations and the minimal nature of the violations. *Carrington*, 30 Cal. App. 5th at 517. The Court of Appeal affirmed the $150,000 PAGA penalty. *Id.* at 529.

155. Likewise, in *Fleming*, the court reduced potential PAGA penalties by more than 82%, awarding $500,000 rather than the approximately $2.8 million maximum. *Fleming v. Covidien Inc.*, No. ED CV 10-01487 RGK (OPx), 2011 WL 7563047, at *4 (C.D. Cal. Aug. 12, 2011). Other courts have similarly exercised their discretion to substantially reduce PAGA penalties based on the circumstances presented. *See Thurman v. Bayshore Transit Mgmt., Inc.*, 203 Cal. App. 4th 1112, 1135–36 (2012) (affirming a 30% reduction where the employer presented evidence that it took its statutory obligations seriously); *Elder v. Schwan Food Co.*, No. B223911, 2011 WL 1797254, at *5–7 (Cal. Ct. App. May 12, 2011) (remanding for the trial court to exercise its discretion to reduce, but not entirely eliminate, civil penalties); *Li v. A Perfect Day Franchise, Inc.*, No. 5:10-CV-01189-LHK, 2012 WL 2236752, at *17 (N.D. Cal. June 15, 2012) (declining to award PAGA penalties for a section 226 violation where they would duplicate the statutory damages already awarded); *Aguirre v. Genesis Logistics*, No. SACV 12-00687 JVS (ANx), 2013 WL 10936035, at *2–3 (C.D. Cal. Dec. 30, 2013) (reducing PAGA penalties from approximately $1.8 million to $500,000 after rejecting several other asserted PAGA violations).

156. Considering the disputed issues, Defendant's defenses, and the risks of continued litigation, I believe the $685,500 settlement represents a fair and reasonable resolution of the PAGA claims and meaningfully furthers PAGA's objectives.

157. The Settlement provides a limited release of PAGA claims and penalties

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and does not release or extinguish any Aggrieved Employee's individual wage-and-hour claims.

158. By this Agreement and based on the metrics provided by the Defendant, I estimate the average payout per employee will be about $16 per employee ($146,762/9000), which sum may be more or less depending on how long the Aggrieved Employee worked during the PAGA period—and the State will receive about $272,557 ($419,319*0.65).

159. Payments to Aggrieved Employees are characterized as penalties, thus no deductions will be taken from their payments.

160. Based on the foregoing, it is my opinion that the recovery obtained represents a fair, reasonable, and substantial resolution of the PAGA claims, and I recommend that the Court approve the Settlement.

**Incentive Awards are Reasonable.**

161. The named Plaintiffs respectfully request service awards of $500 each.

162. Throughout this litigation, Plaintiffs actively assisted my office in prosecuting the PAGA claims.

163. Among other things, they provided valuable evidence, assisted in identifying potential witnesses, explained relevant documents and workplace practices, provided input concerning allegations asserted in the pleadings, and made themselves available in connection with the private mediation.

164. Pilkington personally attended the mediation.

165. I estimate that Pilkington devoted at least 40 hours to assisting my office, Rychart approximately 20 hours, and Cunningham and Hernandez approximately 10 hours each.

166. Plaintiffs also undertook the burdens associated with serving as the named representatives in litigation against their former employer putting names in a public record for all future employers to see.

167. The requested $500 awards are separate from the amounts Plaintiffs will

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receive in settlement of their individual claims.

168. Pilkington will receive $20,500, Rychart and Cunningham will each receive $4,500, and Hernandez will receive $3,500 in consideration for settling and releasing their individual claims.

169. Those payments are distinct from the requested service awards and do not compensate Plaintiffs for their efforts in prosecuting the PAGA claims on behalf of the State and the Aggrieved Employees.

170. Given Plaintiffs' respective contributions to the litigation, I believe the requested $500 service awards are modest and reasonable, and I recommend that the Court approve them.

**Settlement Administration Costs.**

171. We request the Court to authorize a payment of $24,900 to Phoenix Settlement Administrators.

172. In connection with the selection of a settlement administrator, we solicited and received bids from three separate administrators, and Phoenix Settlement Administrators was the lowest bid. Attached hereto as **Exhibit 7** are true and correct copies of these bids.

173. Phoenix has been in business for more than ten years. www.sos.ca.gov/search/business; https://www.phoenixclassaction.com/about-us.

174. Phoenix has no financial interest in or affiliation with the parties or counsel in this matter.

175. Phoenix has extensive experience administering class action matters and adequate procedures in place to safeguard the data and funds to be entrusted to it. https://www.phoenixclassaction.com/about-us.

176. Given my prior experience with Phoenix, their excellent reputation, and fair price, I recommend the Court select Phoenix Settlement Administrators to administer the settlement.

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**PAGA Counsel's Requested Fees and Costs.**

177. My office requests the Court to authorize a payment of 1/3rd ($228,500) of the Gross Settlement Amount to compensate me for my services.

178. My current hourly rate is $1,227 in employment class and representative action litigation.

179. Attorneys' fees rates generally range from approximately $750 per hour at the low end of the scale to approximately $1,800 per hour at the high end of the scale for an attorney of my skill and experience.

180. The regular hourly rate I have charged for my services in this litigation is reasonable and justified based on my knowledge and years of experience.

181. I have attached detailed contemporaneous billing records for the time I worked on this case as **Exhibit 8**, which details are incorporated by reference as though set forth herein.

182. My fees are consistent with noted sources, such as the 2025-2026 Laffey Matrix, a true and correct copy of which is attached hereto and marked as **Exhibit 9**.

183. My hourly rate under the lodestar method using the *Laffey* Matrix demonstrates the reasonableness of the fee request.

184. The *Laffey* Matrix originated in *Laffey v. Northwest Airlines*, 572 F. Supp. 354 (D.D.C. 1983), reversed, 746 F.2d 4 (D.C. Cir. 1984), overruled, *Save Our Cumberland Mountains v. Hodel*, 857 F.2d 1516, 1525 (D.C. Cir. 1988) (*en banc*).

185. Counsel in the *Laffey* case compiled evidence from firms showing the market rates in the District of Columbia for complex federal litigation to show the court prevailing market rates.

186. That evidence was analyzed and a matrix of rates for attorneys at various experience levels was created, later becoming known as the *Laffey* Matrix.

187. Attorneys in cases where they must establish the prevailing market rates in their jurisdiction for fee award requests, including California, often cite to the *Laffey* Matrix because the *Laffey* Matrix is a useful tool easily accessible to

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practitioners and is widely regarded by many courts in the U.S. as a source for courts to gauge the prevailing rates for attorneys in the local community. *See* www.en.wikipedia.org/wiki/Laffey_Matrix.

188. The *Laffey* Matrix is updated annually by an independent group to stay consistent with inflation or recent trends in the market.

189. The current version of the *Laffey* Matrix is located at www.laffeymatrix.com.

190. Many California courts consider the *Laffey* Matrix "a widely recognized compilation of attorney and paralegal rates based on various levels of experience." *Theme Promotions v News American Marketing FSI*, 731 F. Supp. 2d 937, 948 (N.D. Cal. 2010) (using the Laffey Matrix to determine reasonable attorneys' fees rates); *Ramirez v. Escondido Unified School District,* 2014 WL 12675859, at *2 (S.D. Cal., Apr. 17, 2014, No. 11CV1823 DMS (BGS) ("When used in a given case, the *Laffey* Matrix is adjusted to the federal locality pay differentials for the relevant community for the relevant year.").

191. While a trial court is not "required to follow the *Laffey* Matrix" in setting reasonable hourly rates, neither is it an abuse of discretion to do so. *Syers Properties III, Inc. v. Rankin*, 226 Cal. App. 4th 691, 702 (2014); *see also Nemecek & Cole v. Horn*, 208 Cal. App. 4th 641, 650-651 (2012).

192. Some California courts have adjusted the *Laffey* Matrix upwards based upon the higher costs of living in California. *In Re HPL Technologies, Inc. Securities Litigation*, 366 F. Supp. 2d 912, 921 (N. Dist. Cal. 2005); *see also Garnes v. Barnhardt*, 2006 U.S. Dist. LEXIS 5938 (N. Dist. Cal. 2006).

193. According to the *Laffey* Matrix, the prevailing market rate for an attorney with almost 30-years of experience, such as Mr. Rutledge, is **$1,227** per hour.

194. My fees are also supported by precedent. See *Margolin v. Regional Planning Comm'n,* 134 Cal. App. 3d 999, 1005 (1982) (previous rates awarded by courts to the attorneys in question are the best evidence of their reasonable rates).

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195. In San Diego County alone, no fewer than four different courts have awarded my office fees commensurate with the fees requested here adjusted by inflation, including the Southern District of California. *See* e.g., *Olshansky, et al. v. ATC Healthcare Services, LLC*, et al. S.D.S.C. Case No. 37-2018-00065377-CU-OE-CTL (Hon. Gregory W. Pollack) (awarding 1/3 of the settlement=$914 per hour); *Babouchian, et al. v. Wyndham Vacation Ownership, et al*. SDSC Case Number: 37-2018-00014601-CU-OE-CTL (Hon. Richard Strauss); *Hopper, et al. v. Kimball Tirey & St. John, et al.* Case No.: 37-2019-00010409-CU-OE-CTL (Hon. Kenneth J. Medel); *Babouchian, et al. v. Soleil Communications Inc., et al.* San Diego Superior Court Case Number: 37-2017-00044756-CU-OE-CTL (Hon. Richard S. Whitney); *Flores, et al. v. Evolution Hospitality, LLC, et al.* San Diego County Court Case No.: 37-2022-00052523-CU-OE-CTL (PAGA Case) (Hon. Richard S. Whitney awarding 40% of gross settlement amount for fees); *Long, et al. v. Stanley Black & Decker, Inc., et al.*, U.S.D.C. Case No.: 14CV1246 JLS BGS (Hon. Janis L. Sammartino awarding 1/3rd of the gross settlement amount of a class and PAGA action).

**Summary of Lodestar.**

196. The nature of work performed by me and my office is documented in this declaration.

197. The time records reflect billing practices on a minimum of one tenth of the hour.

198. This time is summarized as follows:

| Name of Attorney | YEAR OF BAR ADMISSION | RATE | HOURS | LODESTAR |
|---|---|---|---|---|
| **Thomas D. Rutledge** | 1995 | $1,227 | 296.45 | **$363,744** |

199. Throughout the case, I made substantial efforts to allocate work efficiently and to avoid unnecessary duplication of work where possible.

200. My lodestar also excludes the time spent by my paralegals and other staff members whose support was instrumental in helping me bring this case to a reasonable

conclusion.

201. I have incurred the following expenses in connection with this litigation:

| Expenses | |
|---|---|
| Lexisnexis | $1,800 |
| Mediator's Fee | $8,881 |
| Estimated Cert Mail & Postage | $100 |
| Total | **$10,781** |

202. Postage is "estimated" because this office does not use an electronic postage system that tracks postage expenses.

203. True and correct copies of most of the invoices/receipts for these expenses are attached hereto and marked as **Exhibit 10.**

204. The expenses incurred are ordinary and necessary and the Settlement Agreement provides that we may recover actual costs.

**Conclusion.**

205. For all the foregoing reasons, the Parties very respectfully request this Court to judicially approve the PAGA penalty amounts pursuant to Labor Code §§ 2699, *et seq*. and sign the [Proposed] Order filed herewith.

Except as to those matters made upon information and belief, I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed this day of October 19, 2026, in San Diego, California

/s/*Thomas D. Rutledge*
Declarant

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# Exhibit 1

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# PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT AGREEMENT AND RELEASE

This Private Attorneys General Act Settlement Agreement and Release ("Agreement" or "Settlement Agreement") is made by and between Plaintiffs Savannah Pilkington, Sylvia Hernandez, Cindy Rose Cunningham, and Marilyn Rychart ("Plaintiffs"), on behalf of themselves and all other aggrieved employees (the "Aggrieved Employees" or "PAGA Group"), and as representatives of the State of California pursuant to the California Private Attorneys General Act, Labor Code § 2698 *et seq*. ("PAGA") on the one hand, and Defendant Circle K Stores Inc. ("Defendant"), on the other hand. Plaintiffs and Defendant are collectively referred to herein as "the Parties."

This Agreement, and the settlement embodied herein, shall be binding on Plaintiffs, the State of California as its designated proxy, Aggrieved Employees, and Defendant, subject to Court approval.

**WHEREAS**, on October 17, 2025, Plaintiff Pilkington filed a complaint in the Superior Court of California, County of San Diego (Case No. 25CU056133C) alleging: (1) Discrimination Based Upon Physical Disability; (2) Hostile Work Environment; (3) Retaliation; (4) Failure to Prevent Discrimination; (5) Harassment; (6) Failure to Accommodate; (7) Failure to Engage In the Interactive Process; (8) Wrongful Termination; (9) Failure to Pay Minimum Wages Due; (10) Failure to Provide Meal Periods; (11) Failure to Pay for Rest Periods; (12) Failure to Provide Accurate Itemized Wage Statements; (13) Failure to Pay All Wages Due On Termination; (14) Failure to Reimburse Business Expenses; (15) Failure to Provide a Uniform Maintenance Allowance; (16) Failure to Allow Inspection of Employment Records; and (17) Unfair Competition in Violation of California Business and Professions Code Sections 17200 *et seq*. (the "Class Action").

**WHEREAS**, on October 27, 2025, Plaintiffs Pilkington, Hernandez, Cunningham, and Rychart filed a complaint in the Superior Court of California, County of San Diego (Case No. 25CU058108C) alleging Private Attorney General Act (PAGA) claims for: (1) Failure to Pay State Minimum/Regular/Local Wages; (2) Failure to Pay State Overtime; (3) Failure to Make Payments Within the Required Time; (4) Meal and Rest Break Labor Code Violations; (5) Failure to Provide Accurate Wage Statements; (6) Failure to Provide and Maintain Records; (7) Failure to Reimburse Work Related Expenses; (8) Failure to Properly Pay Sick Pay; and (9) Claim for miscellaneous Labor Code Violations via the PAGA (the "PAGA Action").

Docusign Envelope ID: 588EEAEF-3260-86F5-837C-477C6C8DDC17

**WHEREAS** the PAGA Action was subsequently removed and is pending before the U.S. District Court for the Southern District of California under case number 3:26-cv-1327-RBM-SBC.

**WHEREAS**, concurrent with the filing of Plaintiffs' PAGA action, Plaintiff Hernandez also filed a demand for arbitration with the American Arbitration Association (AAA) under AAA Case No.: 01-26-0001-6754 ("Arbitration Action").

**WHEREAS**, during the pendency of this litigation, the Parties conducted significant investigation of the facts and law and engaged in an informal discovery exchange before mediation. In response to PAGA Counsel's informal discovery requests, Defendant provided PAGA Counsel with information and documents pertaining to Plaintiffs and the Aggrieved Employees, and the claims in this litigation, including time records, payroll data, policies, and training materials, among other things, to provide Plaintiffs the opportunity to investigate the allegations and the PAGA Claims.

**WHEREAS**, on September 8, 2026, the Parties attended a full-day mediation with experienced wage-and-hour mediator Scott Markus, Esq. As a result, the Parties agreed to settle Plaintiffs' representative PAGA Claims, taking into account all known facts and circumstances, including the difficulty of proving some of Plaintiffs' claims, potential defenses asserted by Defendant, the uncertainty associated with litigation, the risks of significant delay, and numerous potential appellate issues. At the conclusion of the mediation, the Parties accepted a mediator's proposal.

**WHEREAS**, the Parties understand, acknowledge, and agree this PAGA settlement constitutes a compromise of Plaintiffs' PAGA Claims, and it is the desire and intention of the Parties to effectuate a final and complete resolution of the PAGA Claims that Plaintiffs and the Aggrieved Employees have or may have against Defendant. The Parties further acknowledge this Agreement is a compromise of disputed claims and nothing in this Agreement shall be construed as an admission by Defendant of any wrongdoing or liability. Specifically, Defendant denies any liability or wrongdoing of any kind associated with the claims alleged in the foregoing litigation. Defendant, among other things, contends it has complied at all times with the California Labor Code and all applicable California laws.

**WHEREAS**, counsel for the Plaintiffs, the State of California as its designated proxy, and the Aggrieved Employees believe the settlement amount is in the best interests of the Aggrieved Employees and the State of California and that

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the settlement for each Aggrieved Employee is fair, reasonable, and adequate, given the inherent risk of litigation.

**WHEREAS**, counsel for Plaintiffs (1) believes this Agreement provides for a fair, adequate, and reasonable resolution of the PAGA Claims; (2) has investigated the facts relevant to this Settlement and all matters pertaining thereto; and (3) has arrived at the Settlement through extensive, arm's-length negotiations, taking into account all relevant factors, present and potential.

**Therefore, in consideration of the promises and agreements contained herein, and to avoid the uncertainty, risks, costs, and delays associated with further litigation, the Parties agree and covenant as follows:**

**1. Effective Date.** The effective date of this Agreement ("Effective Date") shall be the date upon which both of the following have occurred: (i) approval of the Settlement is granted by the Court overseeing the PAGA Action, or other court assuming jurisdiction of this matter, and (ii) the Court's judgment approving the settlement becomes Final. "Final" means the date on which the judgment approving the Settlement is no longer subject to appeal or other appellate review, whether because the time to seek such review has expired without an appeal being filed or because all appellate proceedings, including any petition for rehearing, rehearing *en banc*, or writ of *certiorari*, have been finally resolved.

**2. Aggrieved Employees.** "Aggrieved Employees" are all current and former non-exempt employees who worked for Defendant within the State of California at any time during the period from January 1, 2021 through November 7, 2026, or the date of judicial approval of this Settlement, whichever occurs first ("PAGA Period").

**3. PAGA Counsel.** "PAGA Counsel" means Thomas D. Rutledge of the Law Office of Thomas D. Rutledge.

**4. Conditional Stipulation to Representative Action.** The Parties stipulate that solely for the purposes of settlement, the claims brought on behalf of the Aggrieved Employees may be resolved on a representative basis under the PAGA, and if there is no judicial approval of this Agreement, then the stipulation to a representative action will be void.

**5. Employee Data.** No later than forty-five (45) calendar days after the Court's approval of this Agreement, Defendant shall provide the Settlement

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Administrator with the Employee Data. The Employee Data means information regarding the Aggrieved Employees that Defendant will in good faith compile from its records and provide to the Settlement Administrator. It shall be formatted in the manner requested by the Settlement Administrator and shall include sufficient information to effectuate this settlement, including but not limited to: each Aggrieved Employee's full name; last known address; Social Security number; dates of employment during the PAGA Period; and any other information reasonably necessary to administer the Settlement. The Settlement Administrator shall be responsible for calculating the number of pay periods worked. The Parties shall enter into a reasonable confidentiality agreement with the Settlement Administrator to ensure all employee data is protected.

**6. Gross Settlement Amount.** Defendant agrees to pay, in accordance with the terms set forth herein, the gross sum of **$685,500.00** as the non-reversionary gross settlement amount (the "Gross Settlement Amount") in full settlement of the PAGA Action. The Gross Settlement Amount (GSA), which represents the total amount payable under this Settlement by Defendant, will be allocated as follows:

a. PAGA Counsel's attorneys' fees of up to 1/3 of the Gross Settlement Amount (i.e., $228,500.00) ("PAGA Counsel's Fees") and actual costs not to exceed $20,000. Defendant will not oppose this request. Attorneys' fees and costs shall be paid out of the GSA subject to the approval of the Court. PAGA Counsel may elect to have the Settlement Administrator, directly or indirectly, disburse all or part of his Court-approved attorneys' fee award in periodic payments through a structured settlement and/or to an assignee. PAGA Counsel will bear any and all costs, fees, and expenses of administration for any periodic payments of such award and shall be fully responsible for any taxes, costs, liabilities, attorneys' fees, and/or penalties resulting from any issues, claims, and/or disputes arising out of, related to, or incurred in connection with any such periodic payments, including without limitation, any such issues, claims, and/or disputes brought by the state or federal government concerning the payment of taxes thereon. PAGA Counsel shall indemnify, defend, and hold Defendant and Defense Counsel harmless for all taxes, costs, liabilities, attorneys' fees, and/or penalties resulting from any issues, claims, and/or disputes arising out of, related to, or incurred in connection with any such periodic payments. To the extent the Court approves any award for

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attorneys' fees that does not equal at least 1/3 of the Gross Settlement Amount, PAGA Counsel retains the right to appeal the Court's award. Should PAGA Counsel appeal the Court's award, the difference between the amount awarded and the amount disputed on appeal shall be retained by the Settlement Administrator pending PAGA Counsel's appeal. After resolution of any appeal, any funds not awarded to PAGA Counsel then in possession of the Settlement Administrator will be added to the PAGA Fund for distribution to Aggrieved Employees and the LWDA by the Settlement Administrator on a proportional basis, in accordance with other administration and distribution requirements hereunder, and PAGA Counsel shall pay any additional costs incurred by the Settlement Administrator for this purpose. The Parties agree the Court's approval of any request for attorneys' fees and costs is not a condition of this Settlement Agreement and that an award of less than the amounts requested would not give rise to a basis for Plaintiffs or their counsel to abrogate this Settlement Agreement, but PAGA Counsel retains the right to appeal the Court's determination of fees and costs at the expense of PAGA Counsel.

b. **Allocations:** Defendant's employment records shall be presumed accurate for purposes of calculating pay periods, subject to correction of demonstrable clerical or factual error. If an employee worked any day during a weekly pay period, the employee shall be credited for the entire weekly pay period. The Settlement Administrator shall be responsible for calculating the number of pay periods worked.

c. **Taxes:** For tax purposes, the Parties agree the PAGA Payment allocated to the Aggrieved Employees shall be considered penalties, for which a Form 1099 will be issued to reflect these payments. Aggrieved Employees will be responsible for paying any taxes owed on the amounts they receive.

d. **Uncashed Checks:** Funds represented by settlement checks that are returned as undeliverable or remain uncashed for more than 180 days after issuance shall be tendered to the California State Controller's Office, Unclaimed Property Fund, to be held in the name of the applicable Aggrieved Employee.

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e. **PAGA Representative Incentive Payments:** Plaintiffs may request the Court to approve PAGA Representative Incentive Payments to Plaintiffs, in an amount not to exceed $500 each. Defendant will not oppose this request. The Court's approval of the PAGA Representative Incentive Payments is not a material term of the settlement. Any portion of the PAGA Representative Incentive Payments not approved by the Court shall be added to the PAGA Fund for distribution in accordance with this Agreement.

f. **Settlement Administrator's Expenses:** The Parties select Phoenix Settlement Administrators as the third-party Settlement Administrator ("Settlement Administrator"), which will administer this Settlement subject to approval by the Court. The Settlement Administrator shall use its own Taxpayer Identification Number to issue to Aggrieved Employees Form-1099s for all amounts paid under this settlement. The Settlement Administrator shall establish a Qualified Settlement Fund account pursuant to Section 468B(g) of the Internal Revenue Code, into which the GSA will be deposited, and shall calculate and issue all settlement checks required under this Agreement based upon information confidentially furnished by Defendant. Administration costs not to exceed $24,900 are to be paid to the Settlement Administrator ("Administration Costs"). If the actual Administration Costs are less than the Parties' estimated Administration Costs, the difference between the actual and estimated Administration Costs will be added to the PAGA Fund; and

g. **PAGA Fund:** The remainder of the Gross Settlement Amount (the "PAGA Fund") after deducting items (a), (e), and (f) above shall be designated as PAGA Penalties to be allocated between the LWDA and the Aggrieved Employees pursuant to Labor Code § 2699(m), with 65% paid to the LWDA (the "LWDA PAGA Portion") and 35% paid to the Aggrieved Employees (the "Aggrieved Employees' PAGA Portion") on a *pro-rata* basis as set forth below.

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**7. PAGA Released Claims/Effect of Judgment on Aggrieved Employees and LWDA.** In exchange for the Gross Settlement Amount, Plaintiffs, the Aggrieved Employees, and the State of California will fully and finally release Defendant and its employees, officers, and shareholders ("Released Parties") from all claims, rights, demands, liabilities and causes of action, whether known or unknown, that were asserted or that could have been asserted based on the facts alleged in the operative complaint of the PAGA Action (and in all Notices and Amended Notices to the LWDA) during the PAGA Period, including but not limited to, California Labor Code §§ 96(k), 98.6, 200, 201, 201.3, 201.5, 201.7, 202, 203, 203.1, 203.5, 204, 204a, 204b, 204.1, 204.2, 205, 205.5, 206, 206.5, 208, 209, 210, 212, 213(d), 216, 218, 218.5, 218.6, 221, 222, 222.5, 223, 224, 225.5, 226, 226.3, 226.6, 226.7, 227, 227.3, 230, 230.1, 230.2, 230.3, 230.4, 230.7, 230.8, 231, 232(c), 232.5(c), 233, 234, 245–249, 246, 246(l), 247.5, 248.5, 256, 351, 353, 403, 404(b), 432, 432.2, 432.5, 432.7, 435, 450, 510, 511, 512, 513, 551, 552, 558, 558.1, 601, 602, 603, 604, 750, 751.8, 800, 850, 851, 851.5, 852, 921, 922, 923, 970, 973, 976, 1021, 1021.5, 1025, 1026, 1101, 1102, 1102.5, 1153, 1174, 1182.12, 1194, 1194.2, 1197, 1197.1, 1197.5, 1198, 1198.3(b), 1198.5, 1199.5, 1290, 1292, 1293, 1293.1, 1294, 1294.1, 1294.5, 1296, 1297, 1298, 1301, 1308, 1308.1, 1308.7, 1309, 1309.5, 1391, 1391.1, 1391.2, 1392, 1683, 1695, 1695.5(a), 1695.55, 1695.6, 1695.7, 1695.8, 1695.9, 1696, 1696.5, 1696.6, 1697.1, 1700.25, 1700.26, 1700.31, 1700.32, 1700.40, 1700.47, 1735, 1777.5, 1811, 1815, 2651, 2673, 2673.1(a), 2695.2, 2698, 2699, 2699(f), 2699.3, 2699.3(a)(2)(A), 2751, 2800, 2801, 2802, 2806, 2810, 2810.3, 2810.3(a)(1)(A), 2929(b), 3073.6, 6310, 6311, and 6399.7 all via California Labor Code §§ 2698, *et seq.*

For the avoidance of doubt, the Released PAGA Claims are limited exclusively to claims for civil penalties recoverable under PAGA. This settlement does not release any Aggrieved Employee's underlying claims for wages, damages, statutory penalties, restitution, injunctive relief, or any other individual relief, nor does it release any class claims or claims on behalf of any putative class. Defendant agrees to enter into a separate individual settlement agreement with Plaintiffs for general releases of their individual claims in consideration for general release payments. The Gross Settlement Amount does not include the general release payments to Plaintiffs.

**8. Separate Individual Settlements and Releases by Named Plaintiffs.** In addition to, and separate from, the PAGA Settlement described herein, Defendant and each named Plaintiff shall enter into a separate individual settlement and release agreement resolving that Plaintiff's individual claims. The consideration paid for those individual releases shall be separately stated. The individual releases,

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including any waiver under California Civil Code § 1542, shall bind only the named Plaintiff executing the applicable individual settlement agreement and shall have no effect upon the rights or claims of any other Aggrieved Employee or putative class member.

**9. Notice to the LWDA.** Pursuant to Labor Code § 2699(l)(2), the Plaintiffs shall submit to the LWDA a copy of this Agreement when the Parties submit this Agreement to the Court for approval.

**10. No Right to Opt-Out.** No Aggrieved Employee has a statutory right to opt out of or otherwise exclude himself or herself from the Settlement.

**11. Fair, Adequate, and Reasonable Settlement.** The Parties agree the PAGA settlement is fair, adequate, and reasonable and will so represent to the Court. The Parties have thoroughly investigated the factual and legal issues relating to the Released Claims.

**12. Funding, Distribution of Payments.** Defendant shall fund the GSA no later than 30 calendar days after the Effective Date, provided the Settlement Administrator promptly provides funding instructions to the Defendant. All payments due under this settlement shall be distributed within 15 calendar days after funding of the GSA by Defendant. Individual Aggrieved Employee Payments shall be mailed to the Aggrieved Employees' last known mailing address by regular First-Class U.S. Mail no later than fifteen (15) calendar days after the Funding Date. Upon receipt of the Employee Data, the Settlement Administrator will perform a search based on the National Change of Address database to update and correct any known or identifiable address changes. The Settlement Administrator shall exercise its best judgment to determine the current mailing address for each Aggrieved Employee. The address identified by the Settlement Administrator as the current mailing address shall be presumed to be the best mailing address for each Aggrieved Employee.

**13. Notice of Settlement.** When the Settlement Administrator issues settlement checks to the Aggrieved Employees, the check shall be accompanied by the Notice of Settlement substantially in the form attached hereto as **Exhibit 1**.

**14. Allocation Adjustment.** Should the Court decline to approve any allocation set forth in this Agreement, the Parties shall negotiate in good faith regarding a revised allocation in an effort to obtain approval of the Settlement.

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**15. Allocation and Calculation of the PAGA Penalties.** Each Aggrieved Employee shall receive a portion of the PAGA Penalties on a *pro-rata* basis. The Settlement Administrator will calculate: (i) the total number of pay periods worked by each Aggrieved Employee during the PAGA Period, and (ii) the total number of pay periods worked by all Aggrieved Employees during the PAGA Period. To determine each Aggrieved Employee's payment from the Aggrieved Employees' PAGA Portion, the Settlement Administrator will use the following formula: Settlement Payment = Aggrieved Employees' PAGA Portion × [Pay Periods Worked by Individual Aggrieved Employee during the PAGA Period ÷ Total Pay Periods Worked by All Aggrieved Employees during the PAGA Period].

**16. Tax Treatment of Settlement Amounts.** With regard to settlement payments to Aggrieved Employees, IRS Form 1099s will be issued by the Settlement Administrator, if applicable, given the Parties' agreement that the penalty payments at issue in this Settlement constitute miscellaneous income that is not considered wages. Nothing in this Settlement is intended to constitute legal advice regarding federal, state, and/or local tax obligations. Defendant, Defense Counsel, Plaintiffs, and PAGA Counsel shall not be responsible for any Aggrieved Employee's tax obligations arising from a settlement payment. Payment of the portion allocated to PAGA Counsel's fees and costs will be reflected in a Form 1099 to PAGA Counsel, who shall assume full responsibility and liability for the payment of taxes due on such payments.

**17. Circular 230 Disclaimer.** EACH PARTY TO THIS AGREEMENT (FOR PURPOSES OF THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH PARTY TO THIS AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN "OTHER PARTY") ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR SHALL ANY SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS OR ITS OWN, INDEPENDENT LEGAL AND TAX ADVISERS FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS AGREEMENT, (B) HAS NOT ENTERED INTO THIS AGREEMENT BASED UPON THE RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND

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(C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY'S OR ADVISER'S TAX STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS AGREEMENT.

**18. Settlement Administrator.** The Settlement Administrator shall be responsible for sending notices, calculating settlement payments, preparing all checks and mailings, and complying with all requirements set forth herein. As noted above, the costs of the Settlement Administrator shall be paid out of the Gross Settlement Amount, and the Parties agree to use Phoenix Settlement Administrators as the Settlement Administrator.

**19. Undeliverable Aggrieved Employee Payments.** Any Individual Aggrieved Employee Payments returned to the Settlement Administrator as non-delivered on or before the check cashing expiration deadline shall be re-mailed to any forwarding address provided within seven (7) days of receiving the returned notice. If no forwarding address is provided, the Settlement Administrator shall promptly attempt to determine a correct address by lawful use of skip-tracing or other search using the name, address and/or Social Security number of the Aggrieved Employee involved, and shall then perform a re-mailing, if the Settlement Administrator identifies another mailing address. In addition, if any Individual Aggrieved Employee Payment, which is addressed to any Aggrieved Employee who is currently employed by Defendant, is returned to the Settlement Administrator as non-delivered and no forwarding address is provided, the Settlement Administrator shall notify Defendant. Defendant will request that the currently employed Aggrieved Employee provide a corrected address and transmit to the Administrator any corrected address provided by the Aggrieved Employee. Aggrieved Employees who received a re-mailed Individual Aggrieved Employee Payment shall have their check expiration deadline extended fifteen (15) days from the original check expiration deadline.

**20. Duties of the Parties Related to Approval.** Promptly upon execution of this Agreement, Plaintiffs shall file a motion for approval of the proposed

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Settlement and for the entry of an order approving this Settlement as required by Labor Code § 2699(l) in the PAGA Action with the U.S. District Court for the Southern District of California or the court having jurisdiction over the PAGA Action. The approval motion will request Court approval of the following: (1) the terms of this Agreement, (2) PAGA Counsel's fees and costs, (3) incentive awards to the Plaintiffs, (4) payments to Aggrieved Employees and the LWDA, (5) payment to the Settlement Administrator, and (6) Final Judgment.

**21. Interim Stay of Proceedings.** The Parties agree to refrain from further litigation of the PAGA Action, except such proceedings necessary to implement and obtain Final Judgment and/or dismissals as applicable.

**22. Invalid without Court Approval.** In the event this Agreement is not approved by the Court, it shall be deemed null and void, of no force and effect, and of no probative or evidentiary value, and the Parties hereto represent, warrant, and covenant that it will not be used or referred to for any purpose whatsoever. In the event the Agreement does not become final for any reason, this Agreement shall be null and void and any order entered by the Court in furtherance thereof shall be treated as void *ab initio*. In such a case, the Parties shall return to the status quo as if they had not entered into this Agreement.

**23. Non-Admission of Wrongdoing.** The Parties agree this Agreement does not constitute an admission by Defendant or any Released Party of any of the matters alleged in the PAGA Action or of any violation by any of them of any federal, state or local law, ordinance or regulation, or of any violation of any policy or procedure, or of any liability or wrongdoing whatsoever. Neither this Agreement nor anything in this Agreement shall be construed to be or shall be admissible in any proceeding as evidence of liability or wrongdoing by Plaintiffs, Defendant or the Released Parties.

**24. Waiver and Amendment.** The Parties may not waive, amend, or modify any provision of this Agreement except by a written agreement signed by all of the Parties, and subject to any necessary Court approval. Notwithstanding the foregoing, the Parties may, via counsel, make minor modifications without written consent signed by all of the Parties. A waiver or amendment of any provision of this Agreement will not constitute a waiver of any other provision.

**25. Covenants and Representations.** Plaintiffs represent and warrant they have not assigned or transferred or purported to assign or transfer, to any person or entity, any claim, right, liability, demand, obligation, expense, action, cause of

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action, or portion thereof, or interest therein, which is or may be subject to this Settlement. Plaintiffs acknowledge that they have read this Settlement, fully understand their rights, privileges, and duties under the Settlement, and enter into this Settlement freely and voluntarily, and without duress. Plaintiffs further acknowledge they had the opportunity to consult with their attorney to explain the terms of this Settlement and the consequences of signing this Settlement.

**26. Enforcement.** The Parties agree that following entry of the Final Judgment, this Agreement shall be enforceable by the Court. The Court shall retain exclusive and continuing jurisdiction over the Parties and Aggrieved Employees to interpret and enforce the terms, conditions, and obligations of this Agreement pursuant to *Kokkonen v. Guardian Life Insurance Co. of America*, 511 U.S. 375, 381–82 (1994). The Parties agree the U.S. District Court for the Southern District of California, or other court assuming jurisdiction of the *Pilkington* PAGA Action, shall have continuing jurisdiction to enforce the terms of this Agreement. In the event that one or more of the Parties to this Settlement institutes any legal action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement or to declare rights and/or obligations under this Settlement, the successful Party or Parties shall be entitled to recover from the unsuccessful Party or Parties reasonable attorney's fees and costs, including expert witness fees incurred in connection with any enforcement actions.

**27. Costs and Fees.** The Parties shall each bear their own costs, attorneys' fees, expert fees, mediator fees, and other fees incurred in connection with this Settlement, except as otherwise set forth specifically herein.

**28. Entire Agreement.** This Agreement contains the entire agreement between the Parties with respect to the transactions contemplated hereby, and supersedes all negotiations, presentations, warranties, commitments, offers, contracts and writings before the date hereof relating to the subject matters hereof. Any representation, promise or agreement not specifically included in this Agreement shall not be binding upon or enforceable against either Party. This is a fully integrated agreement. No other promises or agreements shall be binding or shall modify this Agreement unless in writing and signed by the Parties.

**29. Severability.** If any provision of this Agreement or the application thereof is held invalid, the invalidity shall not affect other provisions or applications of the Agreement that can be given effect without the invalid provisions or application, and to this end, the provisions of this Agreement are declared to be severable. Notwithstanding the foregoing, no portion of any release contained

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herein may be deemed severed or deleted from this Agreement, except upon waiver in writing by the applicable Released Party.

**30.** **No Construction Against the Drafter.** Each Party has cooperated in the drafting and preparation of this Agreement. Hence, in any construction to be made of this Agreement, the same shall not be construed against any Party on the basis that the Party was the drafter.

**31.** **Choice of Law.** This Agreement shall be deemed to have been executed and delivered within the State of California, and the rights and obligations of the Parties hereunder shall be construed and enforced in accordance with, and governed by, the laws of the State of California without regard to principles of conflict of laws.

**32.** **Counterparts.** This Agreement may be executed by one or more of the Parties on any number of separate counterparts and delivered electronically, and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

**33.** **Cooperation.** Each Party, on behalf of itself and its respective business entities, heirs, executors, and assigns, agrees to abide by this Agreement and to execute and deliver all documents and take all actions reasonably necessary to carry out the objectives of this Agreement.

**34.** **Electronic Signature.** Each Party specifically agrees that an electronic signature shall have the same force and effect as a signed original of the Agreement, and the Parties may use DocuSign, an electronic signature technology, to expedite the execution of this Agreement pursuant to California Civil Code § 1633.7.

**35.** **Consent to Magistrate.** The Parties hereby stipulate and agree that, in addition to the District Court judge, the District Court Magistrate Judge overseeing this case may enter a judgment affirming the settlement.

**IT IS SO AGREED**.

Dated: 9/17/2026

Signed by:
DAE52AA88011422...
Plaintiff Savannah Pilkington

Dated: 9/17/2026

Signed by:
E830D8B432914EF...
Plaintiff Cindy Rose Cunningham

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Dated: _____

Plaintiff Sylvia Hernandez

Dated: 9/18/2026

DocuSigned by:
Marilyn Rychart
0D9BBF147DC14CF...

Plaintiff Marilyn Rychart

Dated: 23-Sep-2026

Signed by:
Thomas Ives
FECD67902D4D498...

Defendant Circle K Stores Inc.

By: Thomas Ives

Its: Vice President of Regional Operations
West Coast BU

Docusign Envelope ID: 588EEAEF-3260-86F5-837C-477C6C8DDC17

Dated: 9/17/26

Sylvia Hernandez
Plaintiff Sylvia Hernandez

Dated: _____

_____
Plaintiff Marilyn Rychart

Dated: 23-Sep-2026

Signed by:
Thomas Ives
FECD07902D4D496...
Defendant Circle K Stores Inc.

By: Thomas Ives

Its: Vice President of Regional Operations
West Coast BU

**Thomas D. Rutledge**
Attorney-at-Law
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Rancho Santa Fe, California 92091-4606
Telephone: (619) 886-7224
thomasrutledgelaw@gmail.com

August 21, 2025

File No. 793

**VIA INTERNET UPLOAD**

Department of Industrial Relations
Labor Workforce Development Agency
455 Golden Gate Avenue, 10th Floor
Accounting Unit
San Francisco, California 94102

**VIA CERTIFIED MAIL (HAND RECEIPT REQUESTED)(9589071052701674148057)**

President/CEO/HR Director
Circle K Stores Inc.
1130 W. Warner Road, Building B
Tempe, Arizona 85284

**Re:** ***Pilkington, et al. v. Circle K Stores Inc., et al.***

Dear Sir or Madam:

This office represents Mrs. Savana Pilkington and similarly aggrieved employees. Accordingly, we are informing you of our representation and ask that all further communication regarding this matter be directed to our attention at the address located on this letterhead and that no contact be made directly with our client. This letter is sent pursuant to the provisions of California Labor Code §§ 2699, *et seq*.

## I. FACTS & NATURE OF THE DISPUTE.

This is a representative action seeking penalties for Defendants' violations of various California Labor Code provisions. The details of our client's claims are discussed in the enclosed draft Complaint, which allegations are incorporated by reference as though set forth herein.

## II. § 2699, *ET SEQ*., LABOR CODE VIOLATIONS.

Plaintiffs have numerous legal claims against the abovementioned parties. In summary, Defendants issued Plaintiffs and their fellow aggrieved employees inaccurate wage statements, failed to pay them in a timely manner, failed to pay them all wages

including but not limited to overtime, minimum wage, meal and rest premium pay. Further investigation and formal discovery will likely uncover other claims and additional facts supporting the liability.

The details of our client's Labor Code § 2699 claims are discussed in the enclosed draft Complaint, which allegations are incorporated by reference and incorporated herein as though set forth herein. These violations include, but are not limited to the following: Labor Code subdivision (k) of Section 96, Sections 98.6, 201.5, 201.7, 203.1, 203.5, 204a, 204.1, 204.2, 205, 205.5, 206, 206.5, 208, 209, and 212, subdivision (d) of Section 213, Sections 221, 222, 222.5, 223, 224, 227, 227.3, 230, 230.1, 230.2, 230.3, 230.4, 230.7, 230.8, and 231, subdivision (c) of Section 232, subdivision (c) of Section 232.5, Sections 233, 234, 245-249, 351, 353, and 403, subdivision (b) of Section 404, Sections 432.2, 432.5, 432.7, 435, 450, 511, 513, 551, 552, 601, 602, 603, 604, 750, 751.8, 800, 850, 851, 851.5, 852, 921, 922, 923, 970, 973, 976, 1021, 1021.5, 1025, 1026, 1101, 1102, 1102.5, 1153, 1197.5, 1198 via the appliable Wage Order, subdivision (b) of Section 1198.3, Sections 1199.5, 1290, 1292, 1293, 1293.1, 1294, 1294.1, 1294.5, 1296, 1297, 1298, 1301, 1308, 1308.1, 1308.7, 1309, 1309.5, 1391, 1391.1, 1391.2, 1392, 1683, and 1695, subdivision (a) of Section 1695.5, Sections 1695.55, 1695.6, 1695.7, 1695.8, 1695.9, 1696, 1696.5, 1696.6, 1697.1, 1700.25, 1700.26, 1700.31, 1700.32, 1700.40, 1700.47, 1735, 1777.5, 2651, and 2673, subdivision (a) of Section 2673.1, Sections 2695.2, 2800, 2801, 2806, and 2810, subdivision (b) of Section 2929, and Sections 3073.6, 6310, 6311, and 6399.7 and the applicable Wage Order.

## III. CONCLUSION.

Please take notice this letter is intended to exhaust the pre-litigation requirements set forth under California Labor Code §§ 2699, *et seq*. By law, an employee alleging a violation of one of the above referenced sections must notify his or her employer and the Labor and Workforce Development Agency (LWDA) before he or she can invoke the provisions of § 2699, *et seq*., by seeking redress in court. (Labor Code § 2699.3(a)(1).) The LWDA must then notify the employer and the employee within the time required by statute regarding whether it intends to investigate the alleged violation. (Labor Code § 2699.3(a)(2)(B).) If the LWDA advises it will not investigate, or if no notice is provided within the time required by statute, the employee may file a lawsuit invoking the provisions under Labor Code § 2699. (Labor Code §2699.3(a)(2)(A).) It is the intention of this office to file a civil complaint and to bring the appropriate claims under Labor Code § 2699 seeking the remedies for the Labor Code violations referenced in this letter and its enclosure should your office not address these matters within the proscribed time.

We write this letter subject to and without waiver of our client's rights and remedies, all of which we expressly reserve. This letter is not an express statement of all facts and circumstances concerning this matter.

Very truly yours,

/s/*Thomas D. Rutledge*
Thomas D. Rutledge

Enclosure

Cc: Savana Pilkington (via e-mail)

Thomas D. Rutledge (SBN 200497)
Attorney-at-Law
16956 Via de Santa Fe, Suite 1847
Rancho Santa Fe, California 92091-4606
Telephone: (619) 886-7224
Email: thomasrutledgelaw@gmail.com

Attorneys for Plaintiffs

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN DIEGO-CENTRAL DIVISION

SAVANA PILKINGTON, an individual in her capacity as the State of California's designated proxy under the Private Attorneys General Act (PAGA) and on behalf of others,

Plaintiffs,

vs.

CIRCLE K STORES INC., a Texas corporation; and DOES 1 through 10 inclusive

Defendants.

Case No.:

**REPRESENTATIVE ACTION COMPLAINT PURSUANT TO THE PAGA ONLY FOR:**

1. **Failure to Pay State Minimum/Regular/Local Wages;**
2. **Failure to Pay State Overtime;**
3. **Failure to Make Payments Within the Required Time;**
4. **Meal and Rest Break Labor Code Violations;**
5. **Failure to Provide Accurate Wage Statements;**
6. **Failure to Maintain Records;**
7. **Failure to Reimburse Work Related Expenses;**
8. **Failure to Properly Pay Sick Pay; and**
9. **Claim for miscellaneous Labor Code Violations via the PAGA.**

Plaintiff SAVANA PILKINGTON, in her capacity as the State of California's

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Attorney-at-Law
16956 Via de Santa Fe, Suite 1847
Rancho Santa Fe, California 92091
Telephone: (619) 886-7224

designated proxy under the Private Attorneys General Act and on behalf of Aggrieved Employees (collectively the "Plaintiffs" and/or "Aggrieved Employees"), alleges the following:

## NATURE OF THE ACTION

1. Plaintiff SAVANA PILKINGTON is suing in her individual capacity; she is proceeding herein under the Private Attorneys General Act (PAGA) of 2004, as amended, Labor Code §§ 2698, *et seq*., on behalf of the State of California for all Aggrieved Employees, including themselves and other Aggrieved Employees. *Adolph v. Uber Technologies, Inc*., 14 Cal. 5th 1104 (2023); *Balderas v. Fresh Start Harvesting*, 101 Cal. App. 5th 533 (2024).

2. This action is exempt from mandatory arbitration pursuant to the *Ending Forced Arbitration of Sexual Assault and Sexual Harassment Act of 2021* ("EFAA"), 9 U.S.C. § 402, because Plaintiff asserts claims arising from sexual assault and sexual harassment/discrimination**.**

3. Accordingly, any attempt to compel arbitration of this case would be without legal basis and undertaken in bad faith, in violation of California law, including the covenant of good faith and fair dealing and the prohibition against frivolous or dilatory motions. Code Civ. Proc. § 128.7.

4. By this action, Plaintiffs seek civil penalties on behalf of herself and Aggrieved Employees pursuant to the PAGA for Defendants' violations of the California Labor Code. *Adolph,* 14 Cal. 5th 1104.

## JURISDICTION AND VENUE

5. Pursuant to Article VI, § 10 of the California Constitution, subject matter jurisdiction is proper in the Superior Court of California because Plaintiffs allege claims arising under California law.

6. This Court has jurisdiction over the Defendants because each is an association, corporation, business entity, or individual that conducts substantial business in the State of California, County of San Diego.

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Rancho Santa Fe, California 92091
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7. Pursuant to § 395 of the California Code of Civil Procedure, venue is proper in the Superior Court of California for the County of San Diego because this is where the misconduct occurred and a plaintiff is not limited to the county in which he or she performed work. *Crestwood Behavioral Health, Inc. v. Superior Court,* 60 Cal. App. 5th 1069, 1075 (2021).

## THE PARTIES

8. The State of California is the real party in interest in a PAGA action. *Kim v. Reins Int'l California, Inc.,* 9 Cal. 5th 73, 81 (2020) (the "government entity on whose behalf the plaintiff files suit is always the real party in interest.").

9. Plaintiff SAVANA PILKINGTON is an individual that resides in California.

10. Defendant CIRCLE K STORES INC. is a Texas corporation doing business in California.

11. The true names and capacities, whether individual, corporate, associate, or otherwise of the Defendants named herein as DOES 1 through 50, are unknown to Plaintiffs at this time. Plaintiffs therefore sue said Defendants by such fictitious names pursuant to § 474 of the California Code of Civil Procedure. Plaintiffs will seek leave to amend this Complaint to allege the true names and capacities of DOES 1 through 50 when the correct identities are ascertained. Plaintiffs are informed and believes, and based thereon alleges, that each of the DOE Defendants is in some manner liable to Plaintiffs for the events and actions alleged herein. All named Defendants and DOES 1 through 50 are collectively referred to as "Defendants."

12. Plaintiffs are informed and believe, and based thereon allege that at all times relevant herein each Defendant was acting as an agent, joint venture, or as an integrated enterprise and/or alter ego for each of the other Defendants, and each was a co-conspirator with respect to the acts and the wrongful conduct alleged herein, so that each is responsible for the acts of the other in connection with the conspiracy and in proximate connection with the other Defendants.

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Rancho Santa Fe, California 92091
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13. Plaintiffs are informed and believe, and based thereon allege that each Defendant was acting partly within and partly without the scope and course of their employment, and was acting with the knowledge, permission, consent, and ratification of every other Defendant.

14. Plaintiffs are informed and believe, and based thereon allege that each of the Defendants was an agent, managing general partner, managing member, owner, co-owner, partner, employee, and/or representative of each of the Defendants, and were at all times material hereto, acting within the purpose and scope of such agency, employment, contract and/or representation, and that each of them are jointly and severally liable to Plaintiffs for the acts alleged herein

15. Plaintiffs are informed and believe, and based thereon allege that each of the Defendants are liable to Plaintiffs under legal theories and doctrines including but not limited to (1) joint employer; (2) integrated enterprise; (3) agency; and/or (4) alter ego, based in part, on the facts set forth below.

16. Plaintiffs are informed and believe, and based thereon allege that each of the named Defendants are part of an integrated enterprise and have acted or currently act as the employer and/or joint employer of Plaintiffs, making each of them liable for the wage and hour violations alleged herein.

17. Plaintiffs are informed and believe, and based thereon allege, that Defendants DOES 1-100 were a "Client employer" within the meaning of Labor Code § 2810.3(a)(1)(A) and, as such, are jointly liable pursuant to Labor Code § 2810.3.

## GENERAL ALLEGATIONS

18. Defendants are in the convenience store business.

19. From about March 1, 2025 to the present, the Defendants employed the named Plaintiff as a Food Captain, a nonexempt employee, in one of its convenience stores in the County of San Diego.

20. The named Plaintiff is an "aggrieved employee" within the meaning of the PAGA because Defendants employed Plaintiffs in California and Plaintiffs

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experienced one or more of the alleged Labor Code violations committed against the Plaintiff, and therefore the named Plaintiff is properly suited to act on behalf the state, and collect civil penalties for all violations committed against the Aggrieved Employees, who are also aggrieved employees as defined by Labor Code § 2699(c).

21. California law provides that an aggrieved employee may file a representative action under the PAGA against an employer for civil penalties in connection with violations of the Labor Code and Wage Order.

22. On information and belief, current and former employees of Defendants suffered from Defendants' Labor Code violations.

**Sexual Assault and Discrimination.**

23. During all times relevant, the named Plaintiff worked in a convenience store that was owned, operated, and managed by the Defendants.

24. During all times relevant, the named Plaintiff reported to a store manager who, in turn, reported to a district manager, who, in turn reported to a higher manager, and so on.

25. During her employment, the named Plaintiff worked alongside a number of coworkers, one of them was a perennial drunkard who reported to work under the influence of alcohol.

26. The named Plaintiff's drunk coworker sometimes handled work assignments that involved safety issues, such as handling a ladder in order to reach far places, working in the cooler handling heavy merchandise, using a razor blade to open packages, among other tasks requiring a level of sobriety to perform.

27. The named Plaintiff was concerned for her and other people's safety when working with her drunk coworker.

28. The named Plaintiff communicated her safety concerns to management about her drunk coworker, which did nothing to placate her concerns.

29. Further, the named Plaintiff's worked alongside another coworker who worked as a floater, meaning he worked at different convenience stores depending on

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Defendants' staffing needs.

30. The abovementioned floater took a liking to the named Plaintiff and during working hours made unsolicited flattering comments to the Plaintiff, such as "you are absolutely gorgeous," "you are a total smoke show," and how she resembled an attractive female actress, or words to that effect, among other sexually oriented statements.

31. At first, the named Plaintiff considered these comments harmless because she believed the floater was a homosexual, but later it became clear these statements meant more than that.

32. Defendants' management encouraged store employees to share their personal cell phone numbers with management and coworkers.

33. This phone sharing process was done via so-called group text messaging, where management sent texts to its employees discussing management needs, scheduling, among other topics.

34. During the week of August 10, 2025, the abovementioned floater took advantage of management's phone number sharing policy by obtaining the named Plaintiff's personal cell phone and sending her inappropriate text messages after work hours.

35. In one message, the floater said to the named Plaintiff, "If you are the pretty damsel named Cali dat works at circle K, Christian wanted me to tell you "U're awesome and to have a nice day," or words to that effect, and sent a video the named Plaintiff refused to open.

36. Other text messages the floater sent to the named Plaintiff said, "I wanna tear her up, absorb her so she's mine forever," or words to that effect.

37. The named Plaintiff is happily married.

38. The named Plaintiff made clear to the floater that his messages were uninvited and that he should stop.

39. Despite named Plaintiff's warnings, the floater continued to send

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messages, such as "Ur lips taste like strawberries and ur butt, soft as pillows. We can just enjoy each others [sic] affection, no need for tags."

40. When reporting to work, the named Plaintiff reported these inappropriate messages to her boss, the store manager (Ana), and said she did not appreciate these comments from the floater, to which her manager offered little help.

41. On August 17, 2025, things went from bad to worse: The floater reported to work at the same store where the named Plaintiff was working.

42. When the floater saw the named Plaintiff, he gave her a hug and told her he was sorry.

43. The named Plaintiff thought this would be the end of things, but later in the workday when alone in the cooler with the floater, the floater asked for another hug from the named Plaintiff.

44. Before she could refuse, the floater forced himself on the named Plaintiff.

45. In doing so, the floater sexually assaulted the named Plaintiff by embracing her with his arms and torso, kissing her neck leaving a mark (otherwise called a hickey), grabbing her crotch, and rubbing his lower torso against the named Plaintiff.

46. The named Plaintiff was completely startled by this unwanted act.

47. The named Plaintiff was barely able to break free from the floater's grasp, and firmly told him to stop and never to do that again.

48. The named Plaintiff thereafter left the cooler and told management immediately about the sexual assault.

49. "Should I call the police," asked the named Plaintiff of her manager, to which management responded, let me call the district manager and I will let you know.

50. Management never called the police and the named Plaintiff finished her shift and went home feeling quite concerned.

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51. On August 18, 2025, after reporting to work and realizing management intended to do nothing about the abovementioned criminal act, the named Plaintiff called the police.

52. When the police arrived at the named Plaintiff's workplace, they met with the named Plaintiff, and investigated her crime report.

**Sexual Discrimination.**

53. Despite the foregoing incident, the named Plaintiff continued to report to work.

54. On or about August 21, 2025, the named Plaintiff reported to work and worked a half day.

55. When returning from lunch, the named Plaintiff's manager told her that she was being placed on unpaid leave pending the investigation of her crime report.

56. The named Plaintiff maintains this constitutes an "adverse employment action" and is in retaliation for making a workplace report of sexual assault. *Yanowitz v. L'Oreal USA, Inc.*, 36 Cal. 4th 1028, 1052 (2005) ("adverse action" is interpreted broadly and not limited to "ultimate" actions like termination).

**Minimum Wage/Regular Wage claims.**

57. During all times relevant, Plaintiffs are informed and believe and thereon allege that pursuant to company policy and/or practice and/or direction, Defendants paid Plaintiff and Aggrieved Employees wages at less than the rate required under state, federal, and local law.

58. Plaintiffs are informed and believe and thereon allege that Defendants, for example, encouraged the Plaintiff and Aggrieved Employees to work off the clock to meet deadlines and employer demands that could not be accomplished during normal working hours, thus causing Plaintiff and Aggrieved Employees to work off the clock depriving Aggrieved Employees from compensation.

59. In some instances, Plaintiffs are informed and believe and thereon allege that Plaintiff and Aggrieved Employees began the workday before their scheduled

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shifts to perform work activities.

60. The foregoing time worked was unpaid and Plaintiffs are informed and believe and thereon allege that Defendants knew or should have known that the work was being performed without compensation.

61. Plaintiffs are informed and believe and thereon allege that Plaintiff and Aggrieved Employees continued working after their shifts ended to complete tasks.

62. The foregoing tasks were completed after Plaintiff and, upon information and belief, other Aggrieved Employees logged out of Defendants' timekeeping system.

63. Plaintiff and Aggrieved Employees were uncompensated for this worktime that Defendants required and/or permitted them to work.

64. Again, Plaintiffs are informed and believe and thereon allege that Defendants knew or should have known that the foregoing work was being performed without compensation.

65. Plaintiffs are also informed and believe and thereon allege that Defendants used a timekeeping system whereby Defendants rounded down Aggrieved Employees' work time, resulting in lost wages in an amount to be determined at trial.

66. Plaintiffs are also informed and believe and thereon allege that Defendants automatically deducted meal breaks that Aggrieved Employees did not take and which instead they actually worked through.

67. As a result of the foregoing, Defendants refused to pay Aggrieved Employees for the above-described hours at their regular rate or minimum wage rate in an amount to be determined at trial.

**Failure to Pay State Overtime.**

68. During all times relevant, Plaintiffs are informed and believe and thereon allege that pursuant to company policy and/or practice and/or direction, Defendants failed to pay Plaintiff and Aggrieved Employees state overtime compensation and/or the correct amount of overtime and sick pay compensation.

69. This claim is generally premised on the facts described above, but when

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Plaintiff and Aggrieved Employees also had the right to overtime compensation, Defendants failed to pay Plaintiff and Aggrieved Employees overtime in an amount to be proven at trial.

70. Further, Plaintiffs are informed and believe and thereon allege that Defendants failed to pay Plaintiff and Aggrieved Employees for the right amount of overtime and sick pay due to Defendants' failure to include "premium pay" into Plaintiff and Aggrieved Employees' regular rate of pay for overtime and/or sick pay purposes in an amount to be proven at trial.

**Meal and Rest Break Claims.**

71. During all times relevant, Plaintiffs are informed and believe and thereon allege that pursuant to company policy and/or practice and/or direction, Defendants failed to authorize and/or permit Plaintiff and Aggrieved Employees to take all their compliant off-duty meal and rest breaks during the required timeframe as required by law and failed to pay them premium pay, in an amount to be proven at trial.

72. Under California Labor Code § 512(a) and applicable IWC Wage Orders: "An employer may not employ an employee for a work period of more than five hours per day without providing a meal period of not less than 30 minutes…"

73. Plaintiffs are informed and believe and thereon allege that when Plaintiff and Aggrieved Employees worked more than five and/or ten hours in a workday, they were deprived their right to take lawful meal breaks and Defendants failed to pay them premium pay for the missed or noncompliant meal breaks, in an amount to be proven at trial.

74. By way of example, the named Plaintiff maintains she often worked more than ten hour shifts without ever receiving a second meal or rest break, despite telling managers she missed her break.

75. For each meal period violation, the employer must pay the employee one additional hour of pay at the employee's regular rate of compensation (Labor Code § 226.7(c)), yet the named Plaintiff is informed and believes and thereon alleges that

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Defendants never paid any premium pay for missed or unlawful meal or rest breaks.

76. As for rest breaks, because of Defendants' policy, practice, and work demands, Defendants prevented Plaintiff and Aggrieved Employees from taking all their uninterrupted rest breaks to which they had the right to enjoy, in an amount to be proven at trial, and Defendants failed to pay them premium pay as required under California law. *See Augustus v. ABM Security Services,* 2 Cal. 5th 257 (2016).

77. The foregoing are examples of what Plaintiffs believe are many instances of how Defendants prevented Plaintiffs/Aggrieved Employees from taking their lawful breaks.

**Failure to Reimburse.**

78. During all times relevant, Plaintiffs are informed and believe and thereon allege that pursuant to company policy and/or practice and/or direction, Defendants required Plaintiff and Aggrieved Employees to incur various work-related expenses which were never reimbursed.

79. Plaintiffs are informed and believe and thereon allege the unreimbursed purchases the named Plaintiffs and Aggrieved Employees were required to make to perform their work include, but are not limited to cell phone usage, among other things. *See Cochran v. Schwan's Home Service, Inc.*, 228 Cal. App. 4th 1137 (2014) ("We hold that when employees must use their personal cell phones for work-related calls, Labor Code section 2802 requires the employer to reimburse them. Whether the employees have cell phone plans with unlimited minutes or limited minutes, the reimbursement owed is a reasonable percentage of their cell phone bills.")

**Erroneous Wage Statements in Violation of Labor Code § 226.**

80. During all times relevant, and pursuant to company policy and/or practice and/or direction and continuing to the present, and pursuant to company policy and/or practice and/or direction, Plaintiffs are informed and believe and thereon allege that Defendants issued confusing and inaccurate wage and earning statements to Plaintiff and Aggrieved Employees in violation of Labor Code § 226.

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81. Plaintiffs allege Aggrieved Employees' wage statements were inaccurate because Defendants failed to pay them all wages, as alleged above, supporting a derivative claim under Labor Code § 226.

**Facts Relating to Derivative Claims, such as Labor Code §§ 203, 204, 204b, 256, etc.**

82. During all times relevant and pursuant to the above-mentioned policies, Plaintiffs are informed and believe and thereon allege that Defendants failed to pay all wages to which Plaintiff and Aggrieved Employees had the right to receive under the law in a timely manner.

83. As to the named Plaintiffs specifically, as alleged above Defendants failed to timely pay Plaintiffs wages in violation of the Labor Code including but not limited to §§ 201-203, and 204.

84. For example, Defendants neglected to mail the named Plaintiff's paycheck in a timely manner and that it took the Defendants more than a week to issue Plaintiff's paycheck.

85. Further, on or about August 21, 2025, the Defendants placed the named Plaintiff on administrative leave without pay (effectively, a termination), yet Defendants failed to issue Plaintiff's final paycheck on her date of termination in violation of the Labor Code.

## REPRESENTATIVE ACTION (PAGA) CLAIMS

86. This representative action filed pursuant to PAGA, §§ 2698, 2699 generally consists of the following group:

> **All current or former people Defendants characterized and employed as independent contractors in California from August 21, 2024 to the present.**

87. All members of the represented group are referred to as the "Aggrieved Employees."

88. The "Representative Period" means from **August 21, 2024 to the**

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**present**.

89. Plaintiff further alleges, on information and belief, that Aggrieved Employees, did not receive all wages due at the time their employment ended with Defendants.

90. On information and belief, Defendants current and former employees were subject to wage and hour violations by Defendants, including failing to be paid for all wages due.

91. California law provides that an employee may file an action against an employer for penalties in connection with violations of the Labor Code and Wage Orders provided the aggrieved employee file an action on behalf of him or herself and similarly situated current and former employees.

92. At all material times, Defendants and DOES 1 through 50 were and/or are Aggrieved Employees' employers or persons acting on behalf of Aggrieved Employees' employer, within the meaning of California Labor Code § 558, who violated or caused to be violated, a section of Part 2, Chapter 1 of the California Labor Code or any provision regulating hours and days of work in any Order of the Industrial Welfare Commission and, as such, are subject to penalties for each underpaid employee as set for in Labor Code § 558.

93. As set forth in further detail below, because of the analysis and investigation of the Plaintiffs' claims, Plaintiffs' attorneys sent the required correspondence to the California Labor and Workforce Development Agency (LWDA) and to Defendants informing Defendants of Plaintiffs' claims and Plaintiffs' intent to pursue litigation.

## EXHAUSTION OF ADMINISTRATIVE REMEDIES

94. Pursuant to the PAGA, on **August 21, 2024**, Plaintiffs, via counsel, sent correspondence to the LWDA and Defendants via certified U.S. Mail indicating that Plaintiffs are pursuing the claims alleged in this Complaint.

95. The statutory waiting period for the above referenced letter Plaintiffs has

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NOT expired and the LWDA did not serve Plaintiffs with notice of intent to assume jurisdiction over the applicable penalty claims and did not provide notice as set forth in Labor Code § 2699.3(a)(2)(A) within the statutory period.

96. Therefore, Plaintiffs have NOT exhausted Plaintiffs' administrative remedies to pursue claims and remedies as authorized by the PAGA (YET).

97. The Causes of Action alleged herein are appropriately suited for a representative action under the PAGA (Labor Code § 2698, *et seq*.) because:

a. This action involves allegations of violations of provisions of the California Labor Code that provide for a civil penalty to be assessed and collected by the LWDA or any departments, divisions, commissions, boards, agencies, or employees;

b. Plaintiffs are "aggrieved employees" because Defendants employed the named Plaintiff and Plaintiff is the victim of one or more of the Labor Code violations alleged in this Complaint committed by the Defendants; and

c. Plaintiffs have satisfied the procedural requirements of Labor Code § 2699.3, as set forth above.

**FIRST CAUSE OF ACTION**

**Individual and Representative Claim via the PAGA for Failure to Pay State Minimum/Regular/Local Wages in Violation of California Labor Code §§ 200, 218, 218.5, 1182.12, 1194, 1197, 1197.1, 1811, 1815, and 1198 via the applicable Wage Order**

(Against all Defendants)

98. Plaintiffs reallege and incorporate by reference the foregoing allegations as though set forth herein.

99. Pursuant to California law, including but not limited to Labor Code §§ 200, 218, 218.5, 1194, 1197, 1197.1, 1811, 1815, 1198, and depending on the local jurisdiction, such as the Cities of Los Angeles, San Diego, San Francisco, etc., it is

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unlawful for a California employer to suffer or permit an employee to work without paying wages for all hours worked, as required by the applicable Industrial Welfare Commission (IWC) Wage Order and/or local law.

100. Plaintiffs are informed and believe and based thereupon allege that during all times relevant, Plaintiffs were not paid minimum/regular/local jurisdiction wages for all hours suffered or permitted to work in violation of California law.

101. During all times relevant, Defendants were required to pay Plaintiffs and other members of the Aggrieved Employees their respective hourly rate for all hours worked and/or minimum wages per state law or applicable local law.

102. During all times relevant, at least one of the IWC Wage Orders applied to Plaintiffs' employment with Defendants.

103. Pursuant to the applicable Wage Order, "hours worked" include the time during which an employee is "suffered or permitted to work, whether or not required to do so."

104. During the PAGA Period and based on the misconduct alleged above, Defendants did not pay Plaintiffs and Aggrieved Employees minimum/regular/local wages for all hours suffered or permitted to work in violation of state and/or local law.

105. Labor Code § 1194 subdivision (a) permits an action to recover wages because of the payment of a wage less than the minimum wage "applicable to the employee" including attorneys' fees, costs, and interest.

106. At all material times, Defendants were and/or are Aggrieved Employees' employers or persons acting on behalf of Aggrieved Employees' employer, within the meaning of California Labor Code §§ 558 and 558.1, who violated or caused to be violated, a section of Part 2, Chapter 1 of the California Labor Code or any provision regulating hours and days of work in any Order of the Industrial Welfare Commission and, as such, are subject to civil penalties for each underpaid employee as set for in Labor Code § 558.

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107. In committing the violations of state law as herein alleged, Plaintiffs are informed and believe based there upon allege that Defendants have knowingly and willfully refused to perform their obligations to compensate Aggrieved Employees for all wages earned and all hours worked.

108. As a direct result, Aggrieved Employees have suffered and continue to suffer, substantial losses related to the use and enjoyment of such compensation, wages, lost interest on such monies and expenses and attorneys' fees in seeking to compel Defendants to fully perform their obligations under state and/or local law.

109. Labor Code § 2699, *et seq.* imposes upon Defendants, and each of them, a penalty of one hundred dollars ($100.00) for each aggrieved employee per pay period for the initial violation and two hundred ($200.00) for each aggrieved employee per pay period for each subsequent violation in which Defendants violated the minimum/regular/ and or local wage provisions of California law, including but not limited to §§ 216, 218, 218.5, 227.3, 558, 1194, 1197, 1197.1, 1811, 1815, 1182.12, 1194.2, 1197, and 1198 the exact amount of the applicable penalty is all in an amount to be shown according to proof at trial.

110. Pursuant to Labor Code § 2699, Plaintiffs on behalf of the State of California and Aggrieved Employees seek to recover from Defendants, and each of them, penalties, attorneys' fees, and costs incurred herein in an amount to be determined at trial.

## SECOND CAUSE OF ACTION

**Individual and Representative Claim via the PAGA for Failure to Pay State Overtime and/or Double-Time Compensation in Violation of California Labor Code §§ 216, 218, 218.5, 225.5, 510, 1182.12, 1194, 1194.2, 1197, 1197.1, 1811, 1815, and 1198 via the Applicable IWC Wage Order**

(Against all Defendants)

111. Plaintiffs reallege and incorporate by reference the foregoing allegations

as though set forth herein.

112. During all times relevant, one or more of the IWC Wage Orders applied to Plaintiffs' employment with Defendants.

113. Pursuant to § 2(K) of the applicable Wage Order(s), including Wage Order 4, "hours worked" include the time during which an employee is "suffered or permitted to work, whether or not required to do so."

114. Pursuant to Labor Code §§ 510, 1194, 1194.2, and § 3 of the applicable Wage Order(s), for each hour (or fraction thereof) an employee works up to forty (40) hours in a week and eight (8) hours in a day, the employer must pay the employee's regular hourly wage.

115. For each hour (or fraction thereof) an employee works over forty (40) hours in a week or more than eight (8) hours in a workday the employer must pay the rate of one and a half times the employee's regular hourly wage. (*Ibid*.)

116. For each hour (or fraction thereof) an employee works more than twelve (12) hours in one day or more than eight (8) hours a day on the seventh consecutive day of work, the employer must compensate the employee at the rate of no less than twice the regular rate of pay for that employee. (*Ibid*.)

117. During all times relevant, and pursuant to company policy and/or practice and/or direction, Defendants required Aggrieved Employees to work more than 40 hours per week and/or eight hours in a workday to which they had the right to receive wages and Defendants did not pay Plaintiff and the Aggrieved Employees all overtime compensation to which they should have received at the applicable wage rate.

118. As alleged herein, Defendants failed to pay Aggrieved Employees all overtime to which they had a right to receive.

119. In committing the violations of state law as herein alleged, Defendants have knowingly and willfully refused to perform their obligations to compensate Aggrieved Employees for all wages earned and all hours worked.

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120. At all material times, Defendants were and/or are Aggrieved Employees' employers or persons acting on behalf of Aggrieved Employees' employer, within the meaning of California Labor Code §§ 558 and 558.1, who violated or caused to be violated, a section of Part 2, Chapter 1 of the California Labor Code or any provision regulating hours and days of work in any Order of the Industrial Welfare Commission and, as such, are subject to penalties for each underpaid employee as set for in Labor Code § 558.

121. In committing the violations of state law as herein alleged, Defendants have knowingly and willfully refused to perform their obligations to compensate Aggrieved Employees for all wages earned and all hours worked.

122. Labor Code § 2699, *et seq.* imposes upon Defendants, and each of them, a penalty of one hundred dollars ($100.00) for each aggrieved employee per pay period for the initial violation and two hundred ($200.00) for each aggrieved employee per pay period for each subsequent violation in which Defendants violated the overtime provisions of the Labor Code, including but not limited to §§ 510, 558 and 1194, the exact amount of the penalties sought is in an amount to be shown according to proof at trial.

123. Pursuant to Labor Code § 2699, Plaintiffs on behalf of the State of California and Aggrieved Employees seek to recover from Defendants, and each of them, penalties, attorneys' fees, and costs incurred herein in an amount to be determined at trial.

## THIRD CAUSE OF ACTION

**Individual and Representative Claim via the PAGA for Failure to Timely Pay Earned Wages Upon Separation of Employment in Violation of California Labor Code §§ 201, 202, 203, 204, 204b, 204.2, 210, 218.5, 218.6, 256, and 1198 via the applicable Wage Order**

(Against all Defendants)

124. Plaintiffs reallege and incorporate by reference the foregoing allegations

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as though set forth herein.

125. Pursuant to Labor Code § 201, "If an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately."

126. Pursuant to Labor Code § 202, "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 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 is entitled to his or her wages at the time of quitting."

127. Labor Code § 203 provides, in pertinent part: "If an employer willfully fails to pay, without abatement or reduction, ... any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefore is commenced; but the wages shall not continue for more than 30 days. ..."

128. Pursuant to Labor Code § 204, "all wages … earned by any person in any employment are due and payable twice during each calendar month, on days designated in advance by the employer as the regular paydays."

129. Pursuant to Labor Code § 204b, "Labor performed by a weekly-paid employee during any calendar week and prior to or on the regular payday shall be paid for not later than the regular payday of the employer for such weekly-paid employee falling during the following calendar week."

130. Defendants did not properly pay Plaintiff and Aggrieved Employees pursuant to the requirements of Labor Code, including but not limited to §§ 201, 202, 203, 204, 204b, 204.2, 210, 218.5, 218.6, 256 and thereby Plaintiffs seek the unpaid wages.

131. To date, Defendants have not paid terminated Aggrieved Employees all earned wages as required by law and did not and continue to fails to pay current employees in a timely manner as required by law.

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132. At all material times, Defendants and DOES 1 through 50 were and/or are Aggrieved Employees' employers or persons acting on behalf of Aggrieved Employees' employer, within the meaning of California Labor Code § 558, who violated or caused to be violated, a section of Part 2, Chapter 1 of the California Labor Code or any provision regulating hours and days of work in any Order of the Industrial Welfare Commission and, as such, are subject to penalties for each underpaid employee as set for in Labor Code § 558.

133. In committing the violations of state law as herein alleged, Defendants have knowingly and willfully refused to perform their obligations to compensate Aggrieved Employees for all wages earned and all hours worked.

134. Labor Code § 2699, *et seq*. imposes upon Defendants, and each of them, a penalty of one hundred dollars ($100.00) for each aggrieved employee per pay period for the initial violation and two hundred ($200.00) for each aggrieved employee per pay period for each subsequent violation in which Defendants violated the Labor Code, including but not limited to §§ 201, 201.3, 202, 203, 204, 204b, 204.2, 210, 218.5, 218.6, 256.

135. As alleged above, Defendants have deprived Plaintiffs and Aggrieved Employees of their rightfully earned wages as a direct and proximate result of Defendants' failure and refusal to pay said compensation and for the reasons alleged in this Complaint.

136. Pursuant to Labor Code § 2699, Plaintiffs on behalf of the State of California and Aggrieved Employees seek to recover from Defendants, and each of them, penalties, attorneys' fees, and costs incurred herein in an amount to be determined at trial.

## FOURTH CAUSE OF ACTION

**Individual and Representative Claim for Penalties via the PAGA for Failure to Comply with the Meal and Rest Break Requirements Under Labor Code §§ 226.7, 512, and 1198 via the applicable IWC Wage Order**

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(Against all Defendants)

137. Plaintiffs reallege and incorporate by reference the foregoing allegations as though set forth herein.

138. Based on the misconduct alleged in this Complaint, Defendants failed to pay Plaintiffs and Aggrieved Employees premium pay for all their missed meal and rest breaks and failed to comply with Labor Code §§ 226.7, 512, and 1198.

139. Because of Defendants' illegal pay practices, said Defendants failed to pay Plaintiffs and Aggrieved Employees for all meal and rest breaks despite their requirement under California law and, as such, all culpable Defendants are required to pay Plaintiffs and Aggrieved Employees for rest break and/or meal break premium wages.

140. Defendants also failed to provide Plaintiffs, and Aggrieved Employees, legally-compliant meal and rest periods, or compensation in lieu thereof, during their employment by said Defendants.

141. At all material times, Defendants were and/or are Aggrieved Employees' employers or persons acting on behalf of Aggrieved Employees' employer, within the meaning of California Labor Code §§ 558 and 558.1, who violated or caused to be violated, a section of Part 2, Chapter 1 of the California Labor Code or any provision regulating hours and days of work in any Order of the Industrial Welfare Commission and, as such, are subject to penalties for each underpaid employee as set for in Labor Code § 558.

142. Cal. Labor Code § 2699, *et seq.* imposes upon all culpable Defendants a penalty of one hundred dollars ($100.00) for each aggrieved employee per pay period for the initial violation and two hundred ($200.00) for each aggrieved employee per pay period for each subsequent violation in which all culpable Defendants violated Cal. Labor Code §§ 226.7 and 512, the exact amount of the applicable penalty is all in an amount to be shown according to proof at trial.

143. Pursuant to Labor Code § 2699, Plaintiffs on behalf of the State of

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California and Aggrieved Employees seek to recover from Defendants, and each of them, penalties, attorneys' fees, and costs incurred herein in an amount to be determined at trial.

## FIFTH CAUSE OF ACTION

**Individual and Representative Claim for Penalties via the PAGA for Violations of California Labor Code §§ 226, 226.3, 226.6, and 1198 via the applicable IWC Wage Order**

(Against all Defendants)

144. Plaintiffs reallege and incorporate by reference the foregoing allegations as though set forth herein.

145. Labor Code § 226 subdivision (a) requires, in pertinent part, that every employer shall, "semimonthly or at the time of each payment of wages, shall furnish to his or her employees, either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately if wages are paid by personal check or cash, an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee. . . (3) the number of piece-rate 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 only the last four digits of his or her social security number…, (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 and, beginning July 1, 2013, if the employer is a temporary services employer as defined in Section 201.3, the rate of pay and the total hours worked for each temporary services assignment. . ." (Labor Code § 226 subdivision (a).)

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146. Based on the foregoing allegations, Defendants did not provide accurate wage statements to the Aggrieved Employees.

147. At all material times, Defendants were and/or are Aggrieved Employees' employers or persons acting on behalf of Aggrieved Employees' employer, within the meaning of California Labor Code §§ 558 and 558.1, who violated or caused to be violated, a section of Part 2, Chapter 1 of the California Labor Code or any provision regulating hours and days of work in any Order of the Industrial Welfare Commission and, as such, are subject to penalties for each underpaid employee as set for in Labor Code § 558.

148. Cal. Labor Code § 2699, *et seq.* imposes upon all culpable Defendants a penalty of one hundred dollars ($100.00) for each aggrieved employee per pay period for the initial violation and two hundred ($200.00) for each aggrieved employee per pay period for each subsequent violation in which all culpable Defendants violated the applicable Cal. Labor Code provisions alleged in this Complaint, the exact amount of the applicable penalty is all in an amount to be shown according to proof at trial.

149. Wherefore, pursuant to Labor Code § 2699, Plaintiffs on behalf of the State of California and Aggrieved Employees seek to recover from Defendants, and each of them, penalties, attorneys' fees, and costs incurred herein in an amount to be determined at trial.

## SIXTH CAUSE OF ACTION

### Individual and Representative Claim for Penalties via the PAGA For Failure to Maintain Required Records in Violation of California Labor Code §§ 1174 and 1198 via the Applicable Wage Order

(Against All Defendants)

150. Plaintiffs reallege and incorporate by reference the foregoing allegations as though set forth herein.

151. Section 7 of the applicable Wage Order requires every employer to maintain time and payroll records.

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152. Defendants failed to comply with § 7 of the applicable IWC Orders and with Labor Code § 1174 by failing to maintain certain records which employers are required to maintain, including but not limited to, all wage records.

153. At all material times, Defendants were and/or are Aggrieved Employees' employers or persons acting on behalf of Aggrieved Employees' employer, within the meaning of California Labor Code §§ 558 and 558.1, who violated or caused to be violated, a section of Part 2, Chapter 1 of the California Labor Code or any provision regulating hours and days of work in any Order of the Industrial Welfare Commission and, as such, are subject to penalties for each underpaid employee as set for in Labor Code § 558.

154. Cal. Labor Code § 2699, *et seq.* imposes upon all culpable Defendants a penalty of one hundred dollars ($100.00) for each aggrieved employee per pay period for the initial violation and two hundred ($200.00) for each aggrieved employee per pay period for each subsequent violation in which all culpable Defendants violated the applicable Cal. Labor Code provisions alleged in this Complaint, the exact amount of the applicable penalty is all in an amount to be shown according to proof at trial.

155. Wherefore, pursuant to Labor Code § 2699, Plaintiffs on behalf of the State of California and Aggrieved Employees seek to recover from Defendants, and each of them, penalties, attorneys' fees, and costs incurred herein in an amount to be determined at trial.

## SEVENTH CAUSE OF ACTION

**Individual and Representative Claim for Penalties via the PAGA Claim for Failure to Reimburse Business Expenses in Violation of Labor Code §§ 1198 and 2802**

**(**Against All Defendants**)**

156. Plaintiffs reallege and incorporate by reference the foregoing allegations as though set forth herein.

157. Pursuant to California Labor Code § 2802, an employer must indemnify

its employees "for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties . . . ."

158. Plaintiffs made necessary expenditures and incurred losses as a direct consequence of the discharge of their duties and in obedience to the directions of Defendants including, but not limited to cell phone and data expenses.

159. On information and belief, Defendants knew Plaintiffs were incurring the expenses and were responsible for reimbursing Aggrieved Employees for their expenditures and losses as a direct consequence of the discharge of their duties, but failed to do so.

160. At all material times, Defendants were and/or are Aggrieved Employees' employers or persons acting on behalf of Aggrieved Employees' employer, within the meaning of California Labor Code §§ 558 and 558.1, who violated or caused to be violated, a section of Part 2, Chapter 1 of the California Labor Code or any provision regulating hours and days of work in any Order of the Industrial Welfare Commission and, as such, are subject to penalties for each underpaid employee as set for in Labor Code § 558.

161. Cal. Labor Code § 2699, *et seq.* imposes upon all culpable Defendants a penalty of one hundred dollars ($100.00) for each aggrieved employee per pay period for the initial violation and two hundred ($200.00) for each aggrieved employee per pay period for each subsequent violation in which all culpable Defendants violated the applicable Cal. Labor Code provisions alleged in this Complaint, including but not limited to Labor Code §§ 2802 and 1198, the exact amount of the applicable penalty is all in an amount to be shown according to proof at trial, which Plaintiffs seek.

162. Wherefore, pursuant to Labor Code § 2699, Plaintiffs on behalf of the State of California and Aggrieved Employees seek to recover from Defendants, and each of them, penalties, attorneys' fees, and costs incurred herein in an amount to be determined at trial.

## EIGHTH CAUSE OF ACTION

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**Individual and Representative Claim for Civil Penalties Under the PAGA for Violations of Labor Code §§ 246 and 246(l) and Municipal Paid Sick Leave Ordinances**

(Against all Defendants)

163. Plaintiffs reallege and incorporate by reference the foregoing allegations as though set forth herein.

164. Under Labor Code §§ 246, 246(l), and in some jurisdictions local law, employers in California must provide employees with paid sick leave to be paid at a specified rate of pay which must factor in additional earnings during a given pay period wherein such leave is used. *Wood v. Kaiser Foundation Hospitals,* 88 Cal. App. 5th 742 (2023).

165. Defendants did not pay sick leave to Aggrieved Employees in violation of California law.

166. Defendants have failed to (1) provide paid sick leave; (2) include required information about paid sick leave in wage notices and/or wage statements, including without limitation information on the amount of paid sick leave hours accrued; (3) provide required information about paid sick leave to employees, including without limitation at the time of hire; (4) at the time of hire, provide employees with written notice of the employer's name, address, and telephone number; (5) provide required information about paid sick leave in English, Spanish, Chinese, and in all languages spoken by 5% or more of the employees; (6) post required sick leave notices; (7) maintain payroll records; and/or (8) provide wage statements, and therefore Defendants have violated one or more municipal sick leave ordinances, including without limitation the sick leave ordinances of Berkeley, Emeryville, Long Beach, Los Angeles, Oakland, San Diego, San Francisco, and Santa Monica.

167. The PAGA imposes upon Defendants, and each of them, civil penalties for violating Labor Code §§ 246 and 246(l).

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168. Civil penalties under the PAGA are equitable in nature. *Nationwide Biweekly Admin., Inc. v. Superior Ct. of Alameda Cty.,* 9 Cal. 5th 279 (2020).

169. At all material times, Defendants were and/or are Aggrieved Employees' employers or persons acting on behalf of Aggrieved Employees' employer, within the meaning of California Labor Code §§ 558 and 558.1, who violated or caused to be violated, a section of Part 2, Chapter 1 of the California Labor Code or any provision regulating hours and days of work in any Order of the Industrial Welfare Commission and, as such, are subject to penalties for each underpaid employee as set for in Labor Code § 558.

170. Labor Code § 2699(f) imposes upon Defendants, and each of them, civil penalties of one hundred dollars ($100) per pay period, per aggrieved employee for initial violations, and two hundred dollars ($200) per pay period, per aggrieved employee for subsequent violations for all Labor Code provisions for which a civil penalty is not specifically provided.

171. Pursuant to the PAGA, Labor Code § 2699(f), and/or any other applicable statute, Plaintiffs are seeking civil penalties against Defendants in an amount to be shown according to proof.

172. Pursuant to Labor Code § 248.5, if applicable herein, Plaintiffs seek to recover attorneys' fees, costs, equitable relief in the form of civil penalties, in an amount to be shown according to proof.

173. Wherefore, pursuant to Labor Code § 2699, Plaintiffs on behalf of the State of California and Aggrieved Employees seek to recover from Defendants, and each of them, penalties, attorneys' fees, and costs incurred herein in an amount to be determined at trial.

## NINTH CAUSE OF ACTION

**Individual and Representative Claim for Penalties via the PAGA Under California Labor Code §§ 2698, 2699, *et seq.* for Violations of California Labor Code subdivision (k) of Section 96, Sections 98.6,**

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**201.5, 201.7, 203.1, 203.5, 204a, 204.1, 204.2, 205, 205.5, 206, 206.5, 208, 209, and 212, subdivision (d) of Section 213, Sections 221, 222, 222.5, 223, 224, 226.7, 227, 227.3, 230, 230.1, 230.2, 230.3, 230.4, 230.7, 230.8, and 231, subdivision (c) of Section 232, subdivision (c) of Section 232.5, Sections 233, 234, 245-249, 351, 353, and 403, subdivision (b) of Section 404, Sections 432.2, 432.5, 432.7, 435, 450, 511, 513, 551, 552, 601, 602, 603, 604, 750, 751.8, 800, 850, 851, 851.5, 852, 921, 922, 923, 970, 973, 976, 1021, 1021.5, 1025, 1026, 1101, 1102, 1102.5, 1153, 1197.5, 1198 via the appliable Wage Order, subdivision (b) of Section 1198.3, Sections 1199.5, 1290, 1292, 1293, 1293.1, 1294, 1294.1, 1294.5, 1296, 1297, 1298, 1301, 1308, 1308.1, 1308.7, 1309, 1309.5, 1391, 1391.1, 1391.2, 1392, 1683, and 1695, subdivision (a) of Section 1695.5, Sections 1695.55, 1695.6, 1695.7, 1695.8, 1695.9, 1696, 1696.5, 1696.6, 1697.1, 1700.25, 1700.26, 1700.31, 1700.32, 1700.40, 1700.47, 1735, 1777.5, 2651, and 2673, subdivision (a) of Section 2673.1, Sections 2695.2, 2751, 2800, 2801, 2806, and 2810, subdivision (b) of Section 2929, and Sections 3073.6, 6310, 6311, and 6399.7 and the Applicable Wage Order**

(Against all Defendants)

174. Plaintiffs reallege and incorporate by reference the foregoing allegations as though set forth herein.

175. This claim is premised on Plaintiffs' right to pursue all Labor Code claims on behalf of Aggrieved Employees per *Huff v. Securitas Security Services USA, Inc*., 23 Cal. App. 5th 745 (2018).

176. Pursuant to Labor Code § 2699, any provision of the Labor Code that provides for a civil penalty to be assessed and collected by the LWDA or any of its departments, divisions, commissions, boards, agencies or employees for violation of the code may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees pursuant to the procedures specified in Labor Code § 2699.3.

177. Plaintiffs are informed and believe, and based thereon allege, that

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because of the acts alleged above and Defendants' violations of the Labor Code provisions alleged herein, Plaintiffs are entitled to penalties under Labor Code §§ 2698 and 2699.

178. Plaintiffs are "aggrieved employees" because Plaintiffs were employed by the alleged violator and had one or more of the alleged violations committed against Plaintiffs, and therefore are properly suited to represent the interests of other current and former Represented Employees.

179. Labor Code § 2699(f) imposes upon Defendants, and each of them, civil penalties of one hundred dollars ($100) per pay period, per aggrieved employee for initial violations, and two hundred dollars ($200) per pay period, per aggrieved employee for subsequent violations for all Labor Code provisions for which a civil penalty is not specifically provided.

180. Labor Code § 2699, *et seq.* imposes upon Defendants, and each of them, penalties for violating Labor Code subdivision (k) of Section 96, Sections 98.6, 201.5, 201.7, 203.1, 203.5, 204a, 204.1, 204.2, 205, 205.5, 206, 206.5, 208, 209, and 212, subdivision (d) of Section 213, Sections 221, 222, 222.5, 223, 224, 226.7, 227, 227.3, 230, 230.1, 230.2, 230.3, 230.4, 230.7, 230.8, and 231, subdivision (c) of Section 232, subdivision (c) of Section 232.5, Sections 233, 234, 245-249, 351, 353, and 403, subdivision (b) of Section 404, Sections 432.2, 432.5, 432.7, 435, 450, 511, 513, 551, 552, 601, 602, 603, 604, 750, 751.8, 800, 850, 851, 851.5, 852, 921, 922, 923, 970, 973, 976, 1021, 1021.5, 1025, 1026, 1101, 1102, 1102.5, 1153, 1197.5, 1198 via the applicable Wage Order, subdivision (b) of Section 1198.3, Sections 1199.5, 1290, 1292, 1293, 1293.1, 1294, 1294.1, 1294.5, 1296, 1297, 1298, 1301, 1308, 1308.1, 1308.7, 1309, 1309.5, 1391, 1391.1, 1391.2, 1392, 1683, and 1695, subdivision (a) of Section 1695.5, Sections 1695.55, 1695.6, 1695.7, 1695.8, 1695.9, 1696, 1696.5, 1696.6, 1697.1, 1700.25, 1700.26, 1700.31, 1700.32, 1700.40, 1700.47, 1735, 1777.5, 2651, and 2673, subdivision (a) of Section 2673.1, Sections 2695.2, 2800, 2801, 2806, and 2810, subdivision (b) of Section 2929, and Sections 3073.6, 6310, 6311,

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and 6399.7.

181. Labor Code § 558 establishes a civil penalty as follows: Any employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission (including the "Hours and Days of Work" section of the Wage Order) shall be subject to a civil penalty of (1) for any initial violation, fifty dollars ($50) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages; (2) for each subsequent violation, one hundred dollars ($100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages; and (3) wages recovered pursuant to this section shall be paid to the affected employee.

182. As to the named Plaintiff's claims that Defendants violated Labor Code §§ 98.6, 230-230.1, 1102.5, and 6310-6311, the named Plaintiff realleges and incorporate by reference the foregoing allegations as though set forth herein, to wit, that she was discriminated and wrongfully terminated for reporting sexual assault in the workplace.

183. Wherefore, pursuant to Labor Code § 2699, Plaintiffs on behalf of the State of California and Aggrieved Employees seek to recover from Defendants, and each of them, penalties, attorneys' fees, and costs incurred herein in an amount to be determined at trial.

## PRAYER FOR RELIEF

WHEREFORE, Plaintiffs pray for judgment against Defendants as follows:

1. That Defendants be found liable to the Plaintiffs on behalf of the State of California and Aggrieved Employees;

2. For all remedies available to the to the Plaintiffs on behalf of the State of California and Aggrieved Employees under the applicable provisions of the Labor Code including an award of attorneys' fees, costs, interest, liquidated damages,

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damages, penalties and waiting time penalties according to proof to the extent permitted by law;

3. For all remedies available to the Plaintiffs on behalf of the State of California and Aggrieved Employees under the applicable provisions of the Labor Code via the PAGA Labor Code § 2698, *et seq*. including an award of attorneys' fees, costs, interest, liquidated damages, damages, penalties and waiting time penalties according to proof to the extent permitted by law;

4. For maximum civil penalties available to the Plaintiffs on behalf of the State of California and Aggrieved Employees under the Labor Code and applicable Wage Order as described more particularly in this Complaint, representative PAGA claims including the payment of wages as set forth in Labor Code § 558;

5. That Plaintiffs on behalf of the State of California and Aggrieved Employees be awarded reasonable attorneys' fees where available by law, including but not limited to pursuant to Labor Code § 2698, *et seq*., Code of Civil Procedure § 1021.5, and/or other applicable laws; and

6. For any other relief the Court may deem just, proper, and equitable.

Dated: August 21, 2025

Law Office of Thomas D. Rutledge

By: *DRAFT*
/s/Thomas D. Rutledge, Esq.
Attorneys for Plaintiffs

**Thomas D. Rutledge**
Attorney-at-Law
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IMPORTANT NOTICE OF REDACTION RESPONSIBILITY: All filers must redact: Social Security or taxpayer identification numbers; personal addresses, personal telephone numbers, personal email addresses, dates of birth; names of minor children; & financial account numbers. This requirement applies to all documents, including attachments.

State of California
Labor and Workforce Development Agency / Department of Industrial Relations

Private Attorneys General Act (PAGA) – Filing

## New PAGA Claim Notice

### Your Information (Person Who is Filing)

Your First Name *
Thomas

Your Last Name *
Rutledge

Firm Name (if any) *
Law Office of Thomas D. Rutledge
(Enter "in pro per" if you are representing yourself)

Your Email Address *
thomasrutledgelaw@gmail.c

Your Street Name, Number and Suite/Apt *
16956 Via de Santa Fe, Suite 1847

Your Mobile Phone Number

Your Work Phone Number

Your City *
Rancho Santa Fe

Your State *

Your Zip/Postal Code *
92091

### Plaintiff Information

Plaintiff/Aggrieved Employee Name *
SAVANA PILKINGTON

Plaintiff/Aggrieved Employee Occupation *
Food Captain

Add Additional Plaintiffs

## Employer Information

Employer Entity Type *

Employer Name *

CIRCLE K STORES INC.

Maximum 80 Character Limit

Employer Street Name, Number and Suite/Apt *

1130 W. Warner Road, Building B

Employer City *

Tempe

Employer State *

Employer Zip/Postal Code *

85284

Employer Industry *

Employer Industry for "Other" *

Convenience store

## Add additional defendants

- [ ] Add any entity other than an individual
- [ ] Add an individual/sole proprietor employer

## Notice General Information

Estimated Number of Employees Impacted by Violations *

5000

Notice Violations – Check All that Apply *

- [ ] Child Labor
- [x] Misclassification Employee Classified as Contractor
- [x] Misclassification NonExempt Classified as Exempt
- [x] Minimum Wage
- [x] Overtime
- [x] Not paid for all hours worked
- [x] Not paid wages due on termination
- [x] Other Unpaid Wages
- [x] Tips or Gratuities
- [x] Payment or Reimbursement of Employee Expenses
- [x] Improper Form of Payment Including NSF Checks
- [x] Kickbacks
- [x] Meal and Rest Breaks
- [x] Sick Leave
- [x] Lactation Accommodation (Labor Code 1030–1033)
- [x] Not providing required time off, other
- [x] Pay Discrimination on basis of sex, (Labor Code 1197.5)
- [x] No Wage Statements
- [x] Improper or Incomplete Wage Statements
- [x] Other Notice or Posting or Recordkeeping
- [ ] Public Works (Labor Code 1720 – 1815)
- [ ] Apprenticeship (Labor Code 3070 – 3098)
- [x] Occupational Safety and Health (Labor Code 6300 et seq)
- [x] No Workers' Compensation
- [x] Licensing, Registration, or Permit
- [x] Unfair Immigration Activities
- [x] Agricultural Labor Relations
- [x] Industrial Homework
- [x] Retaliation for Protected Status or Activity (Specify)
- [ ] Other

Child Labor – Specify Ages

Please Provide Details of Retaliation *

Plaintiff reported sexual assault in the workplace and was fired.

Please Specify Occupational Safety and Health (Labor Code section 6300 et seq) Violations *

Plaintiff was placed in an unsafe work environment with a known sexual harasser.

PAGA Claim Type - Check All that Apply *

- [x] Notice asserts one or more Labor Code violations listed in Labor Code 2699.5- not curable subject to 2699.3(a)
- [x] Notice asserts one or more OSHA violations subject to requirements of 2699.3(b)
- [ ] Includes one or more violations not listed in Labor Code 2699.5 - curable subject to 2699.3(c)

Please Specify Occupational Safety and Health (Labor Code section 6300 et seq) Violations *

6310 and 6311

Filing Fee

A filing fee of $75 is required to file a new PAGA claim notice.

IFP

- [x] I wish to claim In Forma Pauperis and am attaching a Confidential Request to Waive Court Fees (Judicial Council Court Form FW-001) or similar form to this submission.

In Forma Pauperis Document *

Browse... Court_Fee_Waiv...Pilkington.pdf

Other PAGA Notices

*Search for PAGA Case number*

☑ I have searched LWDA's database for other PAGA claims filed against the employer(s) named in my NEW PAGA Claim Notice.

○ No, there are no other PAGA claims against the employer(s) named in my New PAGA Claim Notice.

◉ Yes, other PAGA claims are listed on the website, or I am aware of other PAGA claims against the employer(s) named in my New PAGA Claim Notice.

PAGA Notices

LWDA case number(s) of other PAGA Notices: LWDA-CM :

1005798-24

Name of Plaintiff

Rick L. Remmers

PAGA Notices

Remove

LWDA case number(s) of other PAGA Notices: LWDA-CM :

1097002-25

Name of Plaintiff

Lyndsey Gencur

PAGA Notices

Remove

LWDA case number(s) of other PAGA Notices: LWDA-CM :

949773-23

Name of Plaintiff

Nicholas Camacho

PAGA Notices

Remove

LWDA case number(s) of other PAGA Notices: LWDA-CM :

870494-22

Name of Plaintiff

Reuben Lopez

PAGA Notices

Remove

LWDA case number(s) of other PAGA Notices: LWDA-CM :

LWDA case number(s) of other PAGA Notices: LWDA-CM :

851991-21

Name of Plaintiff

Elise Medina

PAGA Notices

Remove

LWDA case number(s) of other PAGA Notices: LWDA-CM :

760203-19

Name of Plaintiff

Stephen Mutchler

PAGA Notices

Remove

LWDA case number(s) of other PAGA Notices: LWDA-CM :

671645-19

Name of Plaintiff

Moeses Naffaa

PAGA Notices

Remove

LWDA case number(s) of other PAGA Notices: LWDA-CM :

665632-19

Name of Plaintiff

Tiffany Rodriguez

PAGA Notices

Remove

LWDA case number(s) of other PAGA Notices: LWDA-CM :

540741-18

Name of Plaintiff

Robin Swayzer

PAGA Notices

Remove

LWDA case number(s) of other PAGA Notices: LWDA-CM :

482011-18

Name of Plaintiff

Prasanna Jayawickrama

PAGA Notices

Remove

LWDA case number(s) of other PAGA Notices: LWDA-CM :

301184-17

Name of Plaintiff

Rosalie Singh

PAGA Notices

Remove

LWDA case number(s) of other PAGA Notices: LWDA-CM :

1046273-24

Name of Plaintiff

Gerardo Marquez

PAGA Notices

Remove

LWDA case number(s) of other PAGA Notices: LWDA-CM :

1044711-24

Name of Plaintiff

Donnitta Carter

Add Additional Notices

Notice and Other Attachments

PAGA Claim Notice (must be a .pdf) *

Browse... CIRCLE K PAGA L...er-8-21-25.pdf

**Do not attach any documents to the Notice.**

Other Attachment - (if any) (must be a .pdf)

Browse... No file selected.

Add Another Attachment

IMPORTANT NOTICE OF REDACTION RESPONSIBILITY: All filers must redact: Social Security or taxpayer identification numbers; personal addresses, personal telephone numbers, personal email addresses, dates of birth; names of minor children; & financial account numbers. This requirement applies to all documents, including attachments.

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Should you have questions regarding this online form, please contact PAGAInfo@dir.ca.gov

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# Exhibit 3

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Telephone: (619) 886-7224
thomasrutledgelaw@gmail.com

September 12, 2025

File No. 793

**VIA INTERNET UPLOAD**

Department of Industrial Relations
Labor Workforce Development Agency
455 Golden Gate Avenue, 10th Floor
Accounting Unit
San Francisco, California 94102

**VIA CERTIFIED MAIL (HAND RECEIPT REQUESTED)(9589071052701973080904)**

President/CEO/HR Director
Circle K Stores Inc.
1130 W. Warner Road, Building B
Tempe, Arizona 85284

**Re:** ***Pilkington, et al. v. Circle K Stores Inc., et al.***
**LWDA Case No. LWDA-CM-1120337-25**

Dear Sir or Madam:

This letter shall serve as a **first amended notice** pursuant to the California Private Attorney General Act (PAGA), California Labor Code Section 2699, *et seq*., regarding Plaintiff **Savana Pilkington**, *et al*.'s notice sent on August 21, 2025. This amendment generally adds new Plaintiffs, **Cindy Rose Cunningham** and **Marilyn Rychart**.

## I. FACTS & NATURE OF THE DISPUTE.

This is a representative action seeking penalties for Defendants' violations of various California Labor Code provisions. The details of our client's claims are discussed in the previously provided draft complaint, which allegations are incorporated by reference as though set forth herein.

## II. § 2699, *ET SEQ.*, LABOR CODE VIOLATIONS.

Plaintiffs have numerous legal claims against the abovementioned parties. In summary, Defendants issued Plaintiffs and their fellow aggrieved employees inaccurate wage statements, failed to pay them in a timely manner, failed to pay them all wages including but not limited to overtime, minimum wage, meal and rest premium pay. Further investigation and formal discovery will likely uncover other claims and additional facts supporting the liability.

The details of our client's Labor Code § 2699 claims are discussed in the previously provided draft Complaint, which allegations are incorporated by reference and incorporated herein as though set forth herein. These violations include, but are not limited to the following: Labor Code subdivision (k) of Section 96, Sections 98.6, 201.5, 201.7, 203.1, 203.5, 204a, 204.1, 204.2, 205, 205.5, 206, 206.5, 208, 209, and 212, subdivision (d) of Section 213, Sections 221, 222, 222.5, 223, 224, 227, 227.3, 230, 230.1, 230.2, 230.3, 230.4, 230.7, 230.8, and 231, subdivision (c) of Section 232, subdivision (c) of Section 232.5, Sections 233, 234, 245-249, 351, 353, and 403, subdivision (b) of Section 404, Sections 432.2, 432.5, 432.7, 435, 450, 511, 513, 551, 552, 601, 602, 603, 604, 750, 751.8, 800, 850, 851, 851.5, 852, 921, 922, 923, 970, 973, 976, 1021, 1021.5, 1025, 1026, 1101, 1102, 1102.5, 1153, 1197.5, 1198 via the appliable Wage Order, subdivision (b) of Section 1198.3, Sections 1199.5, 1290, 1292, 1293, 1293.1, 1294, 1294.1, 1294.5, 1296, 1297, 1298, 1301, 1308, 1308.1, 1308.7, 1309, 1309.5, 1391, 1391.1, 1391.2, 1392, 1683, and 1695, subdivision (a) of Section 1695.5, Sections 1695.55, 1695.6, 1695.7, 1695.8, 1695.9, 1696, 1696.5, 1696.6, 1697.1, 1700.25, 1700.26, 1700.31, 1700.32, 1700.40, 1700.47, 1735, 1777.5, 2651, and 2673, subdivision (a) of Section 2673.1, Sections 2695.2, 2800, 2801, 2806, and 2810, subdivision (b) of Section 2929, and Sections 3073.6, 6310, 6311, and 6399.7 and the applicable Wage Order.

The only difference from Plaintiff Pilkington and Plaintiffs Cunningham and Rychart is that Plaintiffs Cunningham and Rychart did not witness or experience sexual abuse in the workplace.

## III. CONCLUSION.

Please take notice this letter is intended to exhaust the pre-litigation requirements set forth under California Labor Code §§ 2699, *et seq*. By law, an employee alleging a violation of one of the above referenced sections must notify his or her employer and the Labor and Workforce Development Agency (LWDA) before he or she can invoke the provisions of § 2699, *et seq*., by seeking redress in court. (Labor Code § 2699.3(a)(1).) The LWDA must then notify the employer and the employee within the time required by statute regarding whether it intends to investigate the alleged violation. (Labor Code § 2699.3(a)(2)(B).) If the LWDA advises it will not investigate, or if no notice is provided within the time required by statute, the employee may file a lawsuit invoking the provisions under Labor Code § 2699. (Labor Code §2699.3(a)(2)(A).) It is the intention of this office to file a civil complaint and to bring the appropriate claims under Labor Code § 2699 seeking

the remedies for the Labor Code violations referenced in this letter and its enclosure should your office not address these matters within the proscribed time.

We write this letter subject to and without waiver of our client's rights and remedies, all of which we expressly reserve. This letter is not an express statement of all facts and circumstances concerning this matter.

Very truly yours,

/s/*Thomas D. Rutledge*
Thomas D. Rutledge

Cc: Savana Pilkington (via e-mail)
Cindy Rose Cunningham (via e-mail)
Marilyn Rychart (via e-mail)
Maria Rodriguez, Esquire (via e-mail)

# Exhibit 4

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Telephone: (619) 886-7224
thomasrutledgelaw@gmail.com

October 27, 2025

File No. 793

**VIA INTERNET UPLOAD**

Department of Industrial Relations
Labor Workforce Development Agency
455 Golden Gate Avenue, 10th Floor
Accounting Unit
San Francisco, California 94102

**VIA CERTIFIED MAIL (HAND RECEIPT REQUESTED)(9589071052701674147913)**

President/CEO/HR Director
Circle K Stores Inc.
1130 W. Warner Road, Building B
Tempe, Arizona 85284

**Re:** ***Pilkington, et al. v. Circle K Stores Inc., et al.***
**LWDA Case No. LWDA-CM-1120337-25**

Dear Sir or Madam:

This letter shall serve as a **second amended notice** pursuant to the California Private Attorney General Act (PAGA), California Labor Code Section 2699, *et seq*., regarding Plaintiff **Savana Pilkington**, *et al*.'s notice sent on August 21, 2025. This amendment generally adds Plaintiff Sylvia Hernandez, new facts and theories, new claims, and extends the scope of the PAGA period to **April 28, 2020 to the present**.

## I. FACTS & NATURE OF THE DISPUTE.

This is a representative action seeking penalties for Defendants' violations of various California Labor Code provisions. The details of our client's claims are discussed in the enclosed draft complaint, which allegations are incorporated by reference as though set forth herein.

## II. § 2699, *ET SEQ*., LABOR CODE VIOLATIONS.

Plaintiffs have numerous legal claims against the abovementioned parties. In summary, Defendants issued Plaintiffs and their fellow aggrieved employees inaccurate

wage statements, failed to pay them in a timely manner, failed to pay them all wages including but not limited to overtime, minimum wage, meal and rest premium pay. Further investigation and formal discovery will likely uncover other claims and additional facts supporting the liability.

The details of our client's Labor Code § 2699 claims are discussed in the enclosed draft complaint, which allegations are incorporated by reference and incorporated herein as though set forth herein. These violations include, but are not limited to the following: Labor Code subdivision (k) of Section 96, Sections 98.6, 201.5, 201.7, 203.1, 203.5, 204a, 204.1, 204.2, 205, 205.5, 206, 206.5, 208, 209, and 212, subdivision (d) of Section 213, Sections 221, 222, 222.5, 223, 224, 227, 227.3, 230, 230.1, 230.2, 230.3, 230.4, 230.7, 230.8, and 231, subdivision (c) of Section 232, subdivision (c) of Section 232.5, Sections 233, 234, 245-249, 351, 353, and 403, subdivision (b) of Section 404, Sections 432.2, 432.5, 432.6, 432.7, 435, 450, 510, 511, 512, 513, 551, 552, 601, 602, 603, 604, 750, 751.8, 800, 850, 851, 851.5, 852, 921, 922, 923, 970, 973, 976, 1021, 1021.5, 1025, 1026, 1101, 1102, 1102.5, 1153, 1197.5, 1198 via the appliable Wage Order, subdivision (b) of Section 1198.3, Sections 1199.5, 1290, 1292, 1293, 1293.1, 1294, 1294.1, 1294.5, 1296, 1297, 1298, 1301, 1308, 1308.1, 1308.7, 1309, 1309.5, 1391, 1391.1, 1391.2, 1392, 1683, and 1695, subdivision (a) of Section 1695.5, Sections 1695.55, 1695.6, 1695.7, 1695.8, 1695.9, 1696, 1696.5, 1696.6, 1697.1, 1700.25, 1700.26, 1700.31, 1700.32, 1700.40, 1700.47, 1735, 1777.5, 2651, and 2673, subdivision (a) of Section 2673.1, Sections 2695.2, 2800, 2801, 2806, and 2810, subdivision (b) of Section 2929, and Sections 3073.6, 6310, 6311, and 6399.7 and the applicable Wage Order.

The only difference from Plaintiff Pilkington and the other PAGA Plaintiffs is that latter group did not witness or experience sexual abuse in the workplace.

## III. CONCLUSION.

Please take notice this letter is intended to exhaust the pre-litigation requirements set forth under California Labor Code §§ 2699, *et seq*. By law, an employee alleging a violation of one of the above referenced sections must notify his or her employer and the Labor and Workforce Development Agency (LWDA) before he or she can invoke the provisions of § 2699, *et seq*., by seeking redress in court. (Labor Code § 2699.3(a)(1).) The LWDA must then notify the employer and the employee within the time required by statute regarding whether it intends to investigate the alleged violation. (Labor Code § 2699.3(a)(2)(B).) If the LWDA advises it will not investigate, or if no notice is provided within the time required by statute, the employee may file a lawsuit invoking the provisions under Labor Code § 2699. (Labor Code §2699.3(a)(2)(A).) It is the intention of this office to file a civil complaint and to bring the appropriate claims under Labor Code § 2699 seeking the remedies for the Labor Code violations referenced in this letter and its enclosure should your office not address these matters within the proscribed time.

We write this letter subject to and without waiver of our client's rights and remedies, all of which we expressly reserve. This letter is not an express statement of all facts and circumstances concerning this matter.

Very truly yours,

/s/*Thomas D. Rutledge*
Thomas D. Rutledge

Enclosure

Cc: Savana Pilkington (via e-mail)
Cindy Rose Cunningham (via e-mail)
Marilyn Rychart (via e-mail)
Sylvia Hernandez (via e-mail)
Maria Rodriguez, Esquire (via e-mail)

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Attorneys for Plaintiffs

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN DIEGO-CENTRAL DIVISION

SAVANA PILKINGTON, an individual in her capacity as the State of California's designated proxy under the Private Attorneys General Act (PAGA) and on behalf of others,

Plaintiffs,

vs.

CIRCLE K STORES INC., a Texas corporation; and DOES 1 through 10 inclusive

Defendants.

Case No.:

**REPRESENTATIVE ACTION COMPLAINT PURSUANT TO THE PAGA ONLY FOR:**

1. **Failure to Pay State Minimum/Regular/Local Wages;**
2. **Failure to Pay State Overtime;**
3. **Failure to Make Payments Within the Required Time;**
4. **Meal and Rest Break Labor Code Violations;**
5. **Failure to Provide Accurate Wage Statements;**
6. **Failure to Maintain Records;**
7. **Failure to Reimburse Work Related Expenses;**
8. **Failure to Properly Pay Sick Pay; and**
9. **Claim for miscellaneous Labor Code Violations via the PAGA.**

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Plaintiff SAVANA PILKINGTON, in her capacity as the State of California's designated proxy under the Private Attorneys General Act and on behalf of Aggrieved Employees (collectively the "Plaintiffs" and/or "Aggrieved Employees"), alleges the following:

## NATURE OF THE ACTION

1. Plaintiff SAVANA PILKINGTON is suing in her individual capacity; she is proceeding herein under the Private Attorneys General Act (PAGA) of 2004, as amended, Labor Code §§ 2698, *et seq*., on behalf of the State of California for all Aggrieved Employees, including themselves and other Aggrieved Employees. *Adolph v. Uber Technologies, Inc*., 14 Cal. 5th 1104 (2023); *Balderas v. Fresh Start Harvesting*, 101 Cal. App. 5th 533 (2024).

2. This action is exempt from mandatory arbitration pursuant to the *Ending Forced Arbitration of Sexual Assault and Sexual Harassment Act of 2021* ("EFAA"), 9 U.S.C. § 402, because Plaintiff asserts claims arising from sexual assault and sexual harassment/discrimination**.**

3. Accordingly, any attempt to compel arbitration of this case would be without legal basis and undertaken in bad faith, in violation of California law, including the covenant of good faith and fair dealing and the prohibition against frivolous or dilatory motions. Code Civ. Proc. § 128.7.

4. By this action, Plaintiffs seek civil penalties on behalf of herself and Aggrieved Employees pursuant to the PAGA for Defendants' violations of the California Labor Code. *Adolph,* 14 Cal. 5th 1104.

## JURISDICTION AND VENUE

5. Pursuant to Article VI, § 10 of the California Constitution, subject matter jurisdiction is proper in the Superior Court of California because Plaintiffs allege claims arising under California law.

6. This Court has jurisdiction over the Defendants because each is an association, corporation, business entity, or individual that conducts substantial

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business in the State of California, County of San Diego.

7. Pursuant to § 395 of the California Code of Civil Procedure, venue is proper in the Superior Court of California for the County of San Diego because this is where the misconduct occurred and a plaintiff is not limited to the county in which he or she performed work. *Crestwood Behavioral Health, Inc. v. Superior Court,* 60 Cal. App. 5th 1069, 1075 (2021).

**THE PARTIES**

8. The State of California is the real party in interest in a PAGA action. *Kim v. Reins Int'l California, Inc.,* 9 Cal. 5th 73, 81 (2020) (the "government entity on whose behalf the plaintiff files suit is always the real party in interest.").

9. Plaintiff SAVANA PILKINGTON is an individual that resides in California.

10. Defendant CIRCLE K STORES INC. is a Texas corporation doing business in California.

11. The true names and capacities, whether individual, corporate, associate, or otherwise of the Defendants named herein as DOES 1 through 50, are unknown to Plaintiffs at this time. Plaintiffs therefore sue said Defendants by such fictitious names pursuant to § 474 of the California Code of Civil Procedure. Plaintiffs will seek leave to amend this Complaint to allege the true names and capacities of DOES 1 through 50 when the correct identities are ascertained. Plaintiffs are informed and believes, and based thereon alleges, that each of the DOE Defendants is in some manner liable to Plaintiffs for the events and actions alleged herein. All named Defendants and DOES 1 through 50 are collectively referred to as "Defendants."

12. Plaintiffs are informed and believe, and based thereon allege that at all times relevant herein each Defendant was acting as an agent, joint venture, or as an integrated enterprise and/or alter ego for each of the other Defendants, and each was a co-conspirator with respect to the acts and the wrongful conduct alleged herein, so that each is responsible for the acts of the other in connection with the conspiracy and

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in proximate connection with the other Defendants.

13. Plaintiffs are informed and believe, and based thereon allege that each Defendant was acting partly within and partly without the scope and course of their employment, and was acting with the knowledge, permission, consent, and ratification of every other Defendant.

14. Plaintiffs are informed and believe, and based thereon allege that each of the Defendants was an agent, managing general partner, managing member, owner, co-owner, partner, employee, and/or representative of each of the Defendants, and were at all times material hereto, acting within the purpose and scope of such agency, employment, contract and/or representation, and that each of them are jointly and severally liable to Plaintiffs for the acts alleged herein

15. Plaintiffs are informed and believe, and based thereon allege that each of the Defendants are liable to Plaintiffs under legal theories and doctrines including but not limited to (1) joint employer; (2) integrated enterprise; (3) agency; and/or (4) alter ego, based in part, on the facts set forth below.

16. Plaintiffs are informed and believe, and based thereon allege that each of the named Defendants are part of an integrated enterprise and have acted or currently act as the employer and/or joint employer of Plaintiffs, making each of them liable for the wage and hour violations alleged herein.

17. Plaintiffs are informed and believe, and based thereon allege, that Defendants DOES 1-100 were a "Client employer" within the meaning of Labor Code § 2810.3(a)(1)(A) and, as such, are jointly liable pursuant to Labor Code § 2810.3.

## GENERAL ALLEGATIONS

18. Defendants are in the convenience store business.

19. From about March 11, 2025 to the present, the Defendants employed the named Plaintiff as a Food Captain, a nonexempt employee, in one of its convenience stores in the County of San Diego.

20. The named Plaintiff is an "aggrieved employee" within the meaning of

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the PAGA because Defendants employed Plaintiffs in California and Plaintiffs experienced one or more of the alleged Labor Code violations committed against the Plaintiff, and therefore the named Plaintiff is properly suited to act on behalf the state, and collect civil penalties for all violations committed against the Aggrieved Employees, who are also aggrieved employees as defined by Labor Code § 2699(c).

21. California law provides that an aggrieved employee may file a representative action under the PAGA against an employer for civil penalties in connection with violations of the Labor Code and Wage Order.

22. On information and belief, current and former employees of Defendants suffered from Defendants' Labor Code violations.

**Sexual Assault and Discrimination.**

23. During all times relevant, the named Plaintiff worked in a convenience store that Defendants ~~was~~ owned, operated, and managed ~~by the Defendants~~.

24. During all times relevant, the named Plaintiff reported to a store manager who, in turn, reported to a district manager, who, in turn reported to a higher manager, and so on.

25. During her employment, the named Plaintiff worked alongside a number of coworkers, one of ~~them~~ which was a ~~perennial~~ habitual drunkard who often reported to work under the influence of alcohol.

26. The named Plaintiff's drunk coworker sometimes performed~~handled~~ work assignments that involved safety issues, such as ~~handling~~ climbing a ladder in order to reach far places, working in the cooler handling heavy merchandise, using a razor blade to open packages, among other tasks that required soberness to perform~~requiring a level of sobriety to perform~~.

27. The named Plaintiff was concerned for her and other people's safety when working with her drunk coworker.

28. The named Plaintiff communicated her safety concerns to management about her drunk coworker, which did nothing to placate her concerns.

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29. Further, the named Plaintiff's worked alongside another coworker who worked as a floater, meaning he worked at randomly different convenience stores depending on Defendants' staffing needs.

30. The abovementioned floater took a liking to the named Plaintiff and during working hours he made unsolicited flattering comments to the Plaintiff, such as "you are absolutely gorgeous," "you are a total smoke show," and how she resembled an attractive female actress, or words to that effect, among other sexually oriented statements.

31. At first, the named Plaintiff considered these comments harmless because she believed the floater was a homosexual, but later it became clear these statements meant more than that.

32. Defendants' management encouraged store employees to share their personal cell phone numbers with management and coworkers.

33. This phone sharing process was done via so-called group text messaging, where management sent texts to its employees discussing management needs, scheduling, among other topics.

34. During the week of August 10, 2025, the abovementioned floater took advantage of management's phone number sharing policy by obtaining the named Plaintiff's personal cell phone and sending her inappropriate text messages ~~after work hours~~.

35. In one message, the floater said to the named Plaintiff, "If you are the pretty damsel named Cali dat works at circle K, Christian wanted me to tell you "U're awesome and to have a nice day," or words to that effect, and sent a video to the named Plaintiff that she refused to open~~the named Plaintiff refused to open~~.

36. In other text messages the floater sent to the Plaintiff, he said~~Other text messages the floater sent to the named Plaintiff said~~, "I wanna tear her up, absorb her so she's mine forever," or words to that effect.

37. The named Plaintiff is happily married.

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38. The named Plaintiff made clear to the floater that his messages were uninvited and that he should stop.

39. Despite named Plaintiff's warnings, the floater continued to send messages, such as "Ur lips taste like strawberries and ur butt, soft as pillows. We can just enjoy each others [sic] affection, no need for tags."

40. When reporting to work, the named Plaintiff reported these inappropriate messages to her boss, the store manager (Ana), and said she did not appreciate these comments from the floater, to which her manager offered little help.

41. On August 17, 2025, things went from bad to worse: The floater reported to work at the same store where the named Plaintiff was working.

42. When the floater saw the named Plaintiff, he gave her a hug and told her he was sorry.

43. The named Plaintiff thought this would be the end of things, but later in the workday when alone in the cooler with the floater, the floater asked the named Plaintiff for another hug ~~from the named Plaintiff~~.

44. Before she could refuse, the floater forced himself on the named Plaintiff.

45. In doing so, the floater sexually assaulted the named Plaintiff by embracing her with his arms and torso, kissing her neck leaving a mark (see **Exhibit 1**~~otherwise called a hickey~~), grabbing her genitilia~~crotch~~, and rubbing his lower torso against the named Plaintiff.

46. The named Plaintiff was completely startled these unwanted intentional sexual acts~~by this unwanted act~~.

47. The named Plaintiff was barely able to break free from the floater's grasp, and firmly told him to stop and never to do that again.

48. Once she left the cooler, the named Plaintiff immediately told management ~~The named Plaintiff thereafter left the cooler and told management immediately~~ about the sexual assault.

49. "~~Should~~ Can I call the police," or words to that effect, asked the named Plaintiff of her manager, to which the store manager~~to which management~~ responded, "~~I~~Let me call the district manager and I will let you know," or words to that effect.

50. Management never called the police and the named Plaintiff finished her shift and went home feeling ~~quite~~ concerned about the incident.

51. On or about August 18, 2025, after reporting to work and realizing management intended to do nothing about the abovementioned criminal act, the named Plaintiff called the police.

52. When the police arrived at the named Plaintiff's workplace, they met with the named Plaintiff, and investigated her crime report.

**Sexual Discrimination/Retaliation/Wrongful Discharge.**

53. Despite the foregoing incident, the named Plaintiff continued to report to work.

54. On or about August 21, 2025, the named Plaintiff reported to work and worked a half day.

55. When returning from lunch, the named Plaintiff's manager told her that she was being placed on unpaid leave pending the investigation of her crime report.

56. Following her suspension, the named Plaintiff repeatedly asked Defendants' managers if and when she could return to work.

57. For example, Plaintiff periodically called the Defendants' human resources department to inquire as to when she could return to work and was told she could not return to work.

58. Similarly, Plaintiff sent text messages to her manager asking her when she could return to work and was told she could not.

59. During the same timeframe, Plaintiff's counsel, the undersigned, sent Defendants a request for copies of Plaintiff's personnel file and payroll records.

60. On August 21, 2025, Plaintiff, via counsel, filed a complaint with the Labor Workforce Development Agency (LWDA) and mailed a certified letter to

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Defendants informing them of her complaints about, among other things, sexual abuse in the workplace and Labor Code violations she witnessed.

61. For more than two months, Defendants refused to allow Plaintiff to return to work.

62. The named Plaintiff maintains Defendants' suspension of her without pay constitutes an "adverse employment action" and is in retaliation for making a workplace report of sexual assault. *Yanowitz v. L'Oreal USA, Inc.*, 36 Cal. 4th 1028, 1052 (2005) ("adverse action" is interpreted broadly and not limited to "ultimate" actions like termination).

63. Plaintiff is informed and believes that Defendants wrongfully terminated her in response to her exercise of protected activity, including but not limited to her reports of sexual harassment and abuse in the workplace, her reports of safety concerns regarding a drunk coworker, and her reports of Labor Code violations.

~~56.~~64. By service of this Complaint, Plaintiff demands backpay. ~~The named Plaintiff maintains this constitutes an "adverse employment action" and is in retaliation for making a workplace report of sexual assault. *Yanowitz v. L'Oreal USA, Inc.*, 36 Cal. 4th 1028, 1052 (2005) ("adverse action" is interpreted broadly and not limited to "ultimate" actions like termination)~~.

**Minimum Wage/Regular Wage claims.**

~~57.~~65. During all times relevant, Plaintiffs are informed and believe and thereon allege that pursuant to company policy and/or practice and/or direction, Defendants paid Plaintiff and Aggrieved Employees wages at less than the rate required under state, federal, and local law.

66. Plaintiffs are informed and believe and thereon allege that Defendants, for example, encouraged the Plaintiff and Aggrieved Employees to work off the clock to meet deadlines and employer demands that could not be accomplished during normal working hours, thus causing Plaintiff and Aggrieved Employees to work off the clock depriving Aggrieved Employees from compensation.

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67. For example, Defendants required Plaintiff and Aggrieved Employees to keep and maintain a smartphone with them, even during off duty hours, to send and receive messages from management.

68. The time Plaintiff and Aggrieved Employees spent off-the-clock communicating with management with their smartphones was unlawfully uncompensated.

69. In one instance, Defendants' manager contacted the named Plaintiff after she clocked out and was home to help her with the schedule, a process that took the named Plaintiff no less than 30 minutes and time the Defendants did not compensate her for.

70. In another instance, Defendants' manager contacted the named Plaintiff after she clocked out and went home and asked her to return to the store to find something the manager could not locate.

71. This took the named Plaintiff no less than 30 minutes, which time the Defendants did not pay the Plaintiff.

72. On another occasion, Defendants' manager contacted the named Plaintiff after she clocked out and went home to return to the store to secure money the store received in an untimely manner.

73. This took the named Plaintiff no less than 30 minutes, which time the Defendants did not pay the Plaintiff.

74. On one of Plaintiff's scheduled days off, Plaintiff entered the store as a customer, during which visit the store manager—who was short staffed—asked Plaintiff to step outside and wake the aforementioned habitually intoxicated employee, who was on the clock at the time.

75. This off-the-clock work took the named Plaintiff a few minutes, something she felt uncomfortable with since this employee was habitually drunk and unpredictable.

76. Another example of off-the-clock work is the Defendants' policy of

requiring Plaintiff and Aggrieved Employees to clean up counters and throw away trash after clocking out at the end of their shifts.

77. It took Plaintiff and Aggrieved Employees at least five (5) minutes to clean up counters and throw away trash after each shift.

~~58.~~

~~59. In some instances, Plaintiffs are informed and believe and thereon allege that Plaintiff and Aggrieved Employees began the workday before their scheduled shifts to perform work activities.~~

~~60.~~78. The foregoing time worked was unpaid and Plaintiffs are informed and believe and thereon allege that Defendants knew or should have known that the work was being performed without compensation.

~~61.~~79. Plaintiffs are informed and believe and thereon allege that Plaintiff and Aggrieved Employees continued working after their shifts ended to complete tasks.

~~62.~~80. The foregoing tasks were completed after Plaintiff and, upon information and belief, other Aggrieved Employees logged out of Defendants' timekeeping system.

~~63.~~81. Plaintiff and Aggrieved Employees were uncompensated for this worktime that Defendants required and/or permitted them to work.

~~64.~~82. Again, Plaintiffs are informed and believe and thereon allege that Defendants knew or should have known that the foregoing work was being performed without compensation.

~~65.~~83. Plaintiffs are also informed and believe and thereon allege that Defendants used a timekeeping system whereby Defendants rounded down Aggrieved Employees' work time, resulting in lost wages in an amount to be determined at trial.

~~66.~~84. Plaintiffs are also informed and believe and thereon allege that Defendants automatically deducted meal breaks that Aggrieved Employees did not take and which instead they actually worked through.

85. As a result of the foregoing, Defendants refused to pay Aggrieved Employees for the above-described hours at their regular rate or minimum wage rate in

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an amount to be determined at trial.

86. Plaintiffs are informed and believe and thereon allege that Defendants' unlawful conduct is widespread, repeated, and consistent as to Aggrieved Employees and throughout Defendants' operations in California.

~~67.~~

**Failure to Pay State Overtime.**

~~68.~~87. During all times relevant, Plaintiffs are informed and believe and thereon allege that pursuant to company policy and/or practice and/or direction, Defendants failed to pay Plaintiff and Aggrieved Employees state overtime compensation and/or the correct amount of overtime and sick pay compensation.

~~69.~~88. This claim is generally premised on the facts described above, but when Plaintiff and Aggrieved Employees also had the right to overtime compensation, Defendants failed to pay Plaintiff and Aggrieved Employees overtime in an amount to be proven at trial.

89. Further, Defendants failed to accurately calculate the regular rate of pay and, thus, underpaid Aggrieved Employees overtime compensation at less than the rate required by law because Defendants failed to include, among other things, earned incentive pay, bonuses, shift differentials or other forms of compensation into Plaintiff and Aggrieved Employees' regular rate of pay for overtime pay purposes in violation of California law. *See* § 49.1.1 of the California Division of Labor Standards and Enforcement Policies and Interpretations Manual.

90. For example, during the August 22, 2025 to September 4, 2025 pay period, Defendants paid the named Plaintiff $493 quarterly bonus that covered the April 25, 2025 to July 24, 2025 period and Defendants made a number of true-up adjustments to Plaintiff's overtime payments earned in previous pay periods, yet in the corresponding pay period Defendants neglected to make an adjustment to the 2.62 double time overtime she earned in the May 2, 2025 to May 8, 2025 pay period, resulting in an underpayment of overtime in an amount to be proven at trial. *See*

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**Exhibit 2** (last page).

91. By way of further example, Plaintiffs are informed and believe, and thereon allege, that during the relevant time period, Defendants regularly required Plaintiff and other similarly-situated non-exempt employees to work split shifts, including schedules in which their daily work hours were separated by more than a bona fide meal period.

92. Despite this, Defendants failed to pay Plaintiff and other employees one additional hour of pay at the applicable minimum wage rate for each workday in which a split shift was worked, as required by California Industrial Welfare Commission ("IWC") Wage Orders, including § 4(C), and the California Labor Code, especially when the Aggrieved Employees earned nondiscretionary wages, such as a quarterly bonus like the named Plaintiff earned here. *See* **Exhibit 2**.

~~70.~~93. Plaintiffs are informed and believe and thereon allege that Defendants failed to pay Plaintiff and Aggrieved Employees for the right amount of overtime and sick pay due to Defendants' failure to include "premium pay" into Plaintiff and Aggrieved Employees' regular rate of pay for overtime and/or sick pay purposes in an amount to be proven at trial.

**Meal and Rest Break Claims.**

~~71.~~94. During all times relevant, Plaintiffs are informed and believe and thereon allege that pursuant to company policy and/or practice and/or direction, Defendants failed to authorize and/or permit Plaintiff and Aggrieved Employees to take all their compliant off-duty meal and rest breaks during the required timeframe as required by law and failed to pay them premium pay, in an amount to be proven at trial.

~~72.~~95. Under California Labor Code § 512(a) and applicable IWC Wage Orders: "An employer may not employ an employee for a work period of more than five hours per day without providing a meal period of not less than 30 minutes…"

96. Plaintiffs are informed and believe and thereon allege that when Plaintiff and Aggrieved Employees worked more than five and/or ten hours in a workday, they

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were deprived their right to take lawful meal breaks and Defendants failed to pay them premium pay for the missed or noncompliant meal breaks, in an amount to be proven at trial.

97. Examples of the named Plaintiff's noncompliant meal breaks are as follows: On April 29, 2025, the named Plaintiff worked 5 hours and 34 minutes straight before Defendants provided her lawful meal break; on May 2, 2025, the named Plaintiff worked 5 hours and 50 minutes straight before Defendants provided her lawful meal break; on May 15, 2025, the named Plaintiff worked 5 hours and 39 minutes before Defendants provided her lawful meal break; on May 20, 2025, the named Plaintiff worked 5 hours and 20 minutes straight before Defendants provided her a lawful meal break; on May 22, 2025, the named Plaintiff worked 5 hours and 50 minutes straight before Defendants provided her a lawful meal break; on June 2, 2025, the named Plaintiff worked 5 hours and 6 minutes straight before Defendants provided her a lawful meal break; on June 9, 2025, , the named Plaintiff worked 5 hours and 3 minutes straight before Defendants provided her a lawful meal break; on June 10, 2025, the named Plaintiff worked 7 hours and 47 minutes straight before Defendants provided her a lawful meal break; on June 16, 2025, the named Plaintiff worked 7 hours and 37 minutes straight before Defendants provided her a lawful meal break; on July 7, 2025, the named Plaintiff worked 5 hours and 3 minutes straight before Defendants provided her a lawful meal break; and on August 10, 2025, the named Plaintiff worked 5 hours and 6 minutes straight before Defendants provided her a lawful meal break. *See* **Exhibit 3**.

———By way of example, the named Plaintiff maintains she often worked more than ten hour shifts without ever receiving a second meal or rest break, despite telling managers she missed her break.

98.

~~73.~~99. Examples of the named Plaintiff's missed meal breaks are as follows: On May 9, 2025, the named Plaintiff worked over 5 hours and Defendants did not provide

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her a lawful meal break; on May 19, 2025, the named Plaintiff worked over 5 hours and Defendants did not provide her a lawful meal break; on May 29, 2025, the named Plaintiff worked a full day and Defendants did not provide her a lawful meal break; on June 2, 2025, the named Plaintiff worked 5 hours and 6 minutes and the Defendants did not provide her a lawful meal break; on June 25, 2025, the named Plaintiff worked 10 hours and 47 minutes and the Defendants did not provide her a lawful meal break; and on August 1, 2025, the named Plaintiff worked nearly 10 hours and the Defendants did not provide her a lawful meal break. *See* **Exhibit 3**.

~~74.~~1. ~~By way of example, the named Plaintiff maintains she often worked more than ten hour shifts without ever receiving a second meal or rest break, despite telling managers she missed her break.~~

~~75.~~100. For each meal period violation, the employer must pay the employee one additional hour of pay at the employee's regular rate of compensation (Labor Code § 226.7(c)), yet the named Plaintiff is informed and believes and thereon alleges that Defendants never paid any premium pay for missed or unlawful meal or rest breaks.

101. As for rest breaks, because of Defendants' policy, practice, and work demands, Defendants prevented Plaintiff and Aggrieved Employees from taking all their uninterrupted rest breaks to which they had the right to enjoy, in an amount to be proven at trial, and Defendants failed to pay them premium pay as required under California law. *See Augustus v. ABM Security Services,* 2 Cal. 5th 257 (2016).

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102. Examples of rest break violations regarding the named Plaintiff are as follows: On May 2, 2025, the named Plaintiff worked 4 hours and 4 minutes without a rest break; on May 8, 2025, the named Plaintiff worked 4 hours and 54 minutes without a rest break; on May 22, 2025, the named Plaintiff , the named Plaintiff worked 5 hours and 6 minutes and the Defendants did not provide her a lawful meal break worked 4 hours and 4 minutes without a rest break; on May 27, 2025, the named Plaintiff worked 4 hours and 38 minutes without a rest break; on June 6, 2025, the

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named Plaintiff worked 4 hours and 8 minutes without a rest break; on June 26, 2025, the named Plaintiff worked 4 hours and 33 minutes without a rest break; on June 27, 2025, the named Plaintiff worked 4 hours and 2 minutes without a rest break; on July 10, 2025. the named Plaintiff worked 4 hours and 44 minutes without a rest break; on July 18, 2025, the named Plaintiff worked 4 hours without a rest break; on July 27, 2025, the named Plaintiff worked 4 hours and 5 minutes without a rest break; on August 10, 2025, the named Plaintiff worked 4 hours and 3 minutes without a rest break; and on August 17, 2025, the named Plaintiff worked 4 hours and 34 minutes without a rest break. *See* **Exhibit 3**.

103. For each rest period violation, the employer must pay the employee one additional hour of pay at the employee's regular rate of compensation (Labor Code § 226.7(c)), yet the named Plaintiff is informed and believes and thereon alleges that Defendants did not pay premium pay for all missed or unlawful rest breaks to which she had the right to receive.

104. Further, by law, a California employer must add into the regular rate of pay nondiscretionary payments, such as bonuses, commissions, and similar forms of remuneration for meal and rest break premium payments. *See* § 49.1.1 of the California Division of Labor Standards and Enforcement Policies and Interpretations Manual; *Ferra v. Loews Hollywood Hotel, LLC,* 11 Cal. 5th 858 (2021) (held that "regular rate of compensation" under § 226.7 must be interpreted synonymously with "regular rate of pay" in § 510, meaning it must include all nondiscretionary payments (bonuses, commissions, shift differentials, etc.) when calculating the premium pay for missed breaks).

105. For example, during the August 22, 2025 to September 4, 2025 pay period, Defendants paid the named Plaintiff $493 quarterly bonus that covered the April 25, 2025 to July 24, 2025 period and during which the Defendants made a number of true-up adjustments to Plaintiff's meal and rest break premium payments earned in previous pay periods, yet in the corresponding pay period Defendants

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neglected to make an adjustment to the one of the two meal period premium payments she earned in the May 2, 2025 to May 8, 2025 pay period and erroneously called one of the payments a "Rest Break Period Pay" when it should have said it was for "Meal Pay," (a standalone wage statement violation of Labor Code § 226), resulting in an underpayment of overtime to be proven at trial. *See* **Exhibit 2**.

~~76.~~

~~77.~~106. The foregoing are examples of what Plaintiffs believe are many instances of how Defendants prevented Plaintiffs/Aggrieved Employees from taking their lawful breaks.

**Failure to Reimburse.**

107. During all times relevant, Plaintiffs are informed and believe and thereon allege that pursuant to company policy and/or practice and/or direction, Defendants required Plaintiff and Aggrieved Employees to incur various work-related expenses which were never reimbursed.

108. As alleged above, the named Plaintiff and her coworkers were required to keep and maintain a smartphone to receive messages from managers on and off the job.

~~78.~~

~~79.~~109. Plaintiffs are informed and believe and thereon allege the unreimbursed purchases the named Plaintiffs and Aggrieved Employees were required to make to perform their work include, but are not limited to cell phone usage, among other things. *See Cochran v. Schwan's Home Service, Inc.*, 228 Cal. App. 4th 1137 (2014) ("We hold that when employees must use their personal cell phones for work-related calls, Labor Code section 2802 requires the employer to reimburse them. Whether the employees have cell phone plans with unlimited minutes or limited minutes, the reimbursement owed is a reasonable percentage of their cell phone bills.")

**Erroneous Wage Statements in Violation of Labor Code § 226.**

110. During all times relevant, and pursuant to company policy and/or practice

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and/or direction and continuing to the present, and pursuant to company policy and/or practice and/or direction, Plaintiffs are informed and believe and thereon allege that Defendants issued confusing and inaccurate wage and earning statements to Plaintiff and Aggrieved Employees in violation of Labor Code § 226.

111. Defendants also issued wage statements that were inaccurate because Defendants mislabeled retroactive "Rest Break Period Pay" when it should have said it was for "Meal Pay," (*see* last page of **Exhibit 2**), as alleged above, supporting a standalone claim under Labor Code § 226.

~~80.~~

112. Plaintiffs allege Aggrieved Employees' wage statements were inaccurate because Defendants failed to pay them all wages, as alleged above, supporting a derivative claim under Labor Code § 226.

113. Plaintiffs are informed and believe and thereon allege that Defendants' unlawful conduct is widespread, repeated, and consistent throughout Defendants' operations in California.

~~81.~~

**Facts Relating to Derivative Claims, such as Labor Code §§ 201, 202, 203, 204, 204b, 256, etc.**

~~82.~~114. During all times relevant and pursuant to the above-mentioned policies, Plaintiffs are informed and believe and thereon allege that Defendants failed to pay all wages to which Plaintiff and Aggrieved Employees had the right to receive under the law in a timely manner.

~~83.~~115. As to the named Plaintiffs specifically, as alleged above Defendants failed to timely pay Plaintiffs wages in violation of the Labor Code including but not limited to §§ 201-203, and 204.

~~84. For example, Defendants neglected to mail the named Plaintiff's paycheck in a timely manner and that it took the Defendants more than a week to issue Plaintiff's paycheck.~~

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~~85.~~116. By way of example,~~Further~~, on or about August 21, 2025, the Defendants placed the named Plaintiff on administrative leave without pay (effectively, a termination), yet Defendants failed to issue Plaintiff's final paycheck on her date of termination in violation of the Labor Code.

**REPRESENTATIVE ACTION (PAGA) CLAIMS**

~~86.~~117. This representative action filed pursuant to PAGA, §§ 2698, 2699 generally consists of the following group:

> **All current or former people Defendants characterized and employed as independent contractors in California from ~~August 21~~April 28, 2024~~0~~ to the present.**

~~87.~~118. All members of the represented group are referred to as the "Aggrieved Employees."

~~88.~~119. The "Representative Period" means from **April 28~~August 21~~, 2024~~0~~ to the present**.

~~89.~~120. Plaintiff further alleges, on information and belief, that Aggrieved Employees, did not receive all wages due at the time their employment ended with Defendants.

~~90.~~121. On information and belief, Defendants current and former employees were subject to wage and hour violations by Defendants, including failing to be paid for all wages due.

~~91.~~122. California law provides that an employee may file an action against an employer for penalties in connection with violations of the Labor Code and Wage Orders provided the aggrieved employee file an action on behalf of him or herself and similarly situated current and former employees.

~~92.~~123. At all material times, Defendants and DOES 1 through 50 were and/or are Aggrieved Employees' employers or persons acting on behalf of Aggrieved Employees' employer, within the meaning of California Labor Code § 558, who violated or caused to be violated, a section of Part 2, Chapter 1 of the

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California Labor Code or any provision regulating hours and days of work in any Order of the Industrial Welfare Commission and, as such, are subject to penalties for each underpaid employee as set for in Labor Code § 558.

~~93.~~124. As set forth in further detail below, because of the analysis and investigation of the Plaintiffs' claims, Plaintiffs' attorneys sent the required correspondence to the California Labor and Workforce Development Agency (LWDA) and to Defendants informing Defendants of Plaintiffs' claims and Plaintiffs' intent to pursue litigation.

**EXHAUSTION OF ADMINISTRATIVE REMEDIES**

~~94.~~125. Pursuant to the PAGA, on **August 21, 2024**, Plaintiffs, via counsel, sent correspondence to the LWDA and Defendants via certified U.S. Mail indicating that Plaintiffs are pursuing the claims alleged in this Complaint.

~~95.~~126. The statutory waiting period for the above referenced letter Plaintiffs has ~~NOT~~ expired and the LWDA did not serve Plaintiffs with notice of intent to assume jurisdiction over the applicable penalty claims and did not provide notice as set forth in Labor Code § 2699.3(a)(2)(A) within the statutory period.

~~96.~~127. Therefore, Plaintiffs have ~~NOT~~ exhausted Plaintiffs' administrative remedies to pursue claims and remedies as authorized by the PAGA ~~(YET)~~.

~~97.~~128. The Causes of Action alleged herein are appropriately suited for a representative action under the PAGA (Labor Code § 2698, *et seq*.) because:

a. This action involves allegations of violations of provisions of the California Labor Code that provide for a civil penalty to be assessed and collected by the LWDA or any departments, divisions, commissions, boards, agencies, or employees;

b. Plaintiffs are "aggrieved employees" because Defendants employed the named Plaintiff and Plaintiff is the victim of one or more of the Labor Code violations alleged in this Complaint

committed by the Defendants; and

c. Plaintiffs have satisfied the procedural requirements of Labor Code § 2699.3, as set forth above.

**FIRST CAUSE OF ACTION**

**Individual and Representative Claim via the PAGA for Failure to Pay State Minimum/Regular/Local Wages in Violation of California Labor Code §§ 200, 218, 218.5, 1182.12, 1194, 1197, 1197.1, 1811, 1815, and 1198 via the applicable Wage Order**

(Against all Defendants)

~~98.~~129. Plaintiffs reallege and incorporate by reference the foregoing allegations as though set forth herein.

~~99.~~130. Pursuant to California law, including but not limited to Labor Code §§ 200, 218, 218.5, 1194, 1197, 1197.1, 1811, 1815, 1198, and depending on the local jurisdiction, such as the Cities of Los Angeles, San Diego, San Francisco, etc., it is unlawful for a California employer to suffer or permit an employee to work without paying wages for all hours worked, as required by the applicable Industrial Welfare Commission (IWC) Wage Order and/or local law.

~~100.~~131. Plaintiffs are informed and believe and based thereupon allege that during all times relevant, Plaintiffs were not paid minimum/regular/local jurisdiction wages for all hours suffered or permitted to work in violation of California law.

~~101.~~132. During all times relevant, Defendants were required to pay Plaintiffs and other members of the Aggrieved Employees their respective hourly rate for all hours worked and/or minimum wages per state law or applicable local law.

~~102.~~133. During all times relevant, at least one of the IWC Wage Orders applied to Plaintiffs' employment with Defendants.

~~103.~~134. Pursuant to the applicable Wage Order, "hours worked" include the time during which an employee is "suffered or permitted to work, whether or not required to do so."

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~~104.~~135. During the PAGA Period and based on the misconduct alleged above, Defendants did not pay Plaintiffs and Aggrieved Employees minimum/regular/local wages for all hours suffered or permitted to work in violation of state and/or local law.

~~105.~~136. Labor Code § 1194 subdivision (a) permits an action to recover wages because of the payment of a wage less than the minimum wage "applicable to the employee" including attorneys' fees, costs, and interest.

~~106.~~137. At all material times, Defendants were and/or are Aggrieved Employees' employers or persons acting on behalf of Aggrieved Employees' employer, within the meaning of California Labor Code §§ 558 and 558.1, who violated or caused to be violated, a section of Part 2, Chapter 1 of the California Labor Code or any provision regulating hours and days of work in any Order of the Industrial Welfare Commission and, as such, are subject to civil penalties for each underpaid employee as set for in Labor Code § 558.

~~107.~~138. In committing the violations of state law as herein alleged, Plaintiffs are informed and believe based there upon allege that Defendants have knowingly and willfully refused to perform their obligations to compensate Aggrieved Employees for all wages earned and all hours worked.

~~108.~~139. As a direct result, Aggrieved Employees have suffered and continue to suffer, substantial losses related to the use and enjoyment of such compensation, wages, lost interest on such monies and expenses and attorneys' fees in seeking to compel Defendants to fully perform their obligations under state and/or local law.

~~109.~~140. Labor Code § 2699, *et seq.* imposes upon Defendants, and each of them, a penalty of one hundred dollars ($100.00) for each aggrieved employee per pay period for the initial violation and two hundred ($200.00) for each aggrieved employee per pay period for each subsequent violation in which Defendants violated the minimum/regular/ and or local wage provisions of California law, including but

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not limited to §§ 216, 218, 218.5, 227.3, 558, 1194, 1197, 1197.1, 1811, 1815, 1182.12, 1194.2, 1197, and 1198 the exact amount of the applicable penalty is all in an amount to be shown according to proof at trial.

~~110.~~141. Pursuant to Labor Code § 2699, Plaintiffs on behalf of the State of California and Aggrieved Employees seek to recover from Defendants, and each of them, penalties, attorneys' fees, and costs incurred herein in an amount to be determined at trial.

**SECOND CAUSE OF ACTION**

**Individual and Representative Claim via the PAGA for Failure to Pay State Overtime and/or Double-Time Compensation in Violation of California Labor Code §§ 216, 218, 218.5, 225.5, 510, 1182.12, 1194, 1194.2, 1197, 1197.1, 1811, 1815, and 1198 via the Applicable IWC Wage Order**

(Against all Defendants)

~~111.~~142. Plaintiffs reallege and incorporate by reference the foregoing allegations as though set forth herein.

~~112.~~143. During all times relevant, one or more of the IWC Wage Orders applied to Plaintiffs' employment with Defendants.

~~113.~~144. Pursuant to § 2(K) of the applicable Wage Order(s), including Wage Order 4, "hours worked" include the time during which an employee is "suffered or permitted to work, whether or not required to do so."

~~114.~~145. Pursuant to Labor Code §§ 510, 1194, 1194.2, and § 3 of the applicable Wage Order(s), for each hour (or fraction thereof) an employee works up to forty (40) hours in a week and eight (8) hours in a day, the employer must pay the employee's regular hourly wage.

~~115.~~146. For each hour (or fraction thereof) an employee works over forty (40) hours in a week or more than eight (8) hours in a workday the employer must pay the rate of one and a half times the employee's regular hourly wage. (*Ibid*.)

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~~116.~~147. For each hour (or fraction thereof) an employee works more than twelve (12) hours in one day or more than eight (8) hours a day on the seventh consecutive day of work, the employer must compensate the employee at the rate of no less than twice the regular rate of pay for that employee. (*Ibid*.)

~~117.~~148. During all times relevant, and pursuant to company policy and/or practice and/or direction, Defendants required Aggrieved Employees to work more than 40 hours per week and/or eight hours in a workday to which they had the right to receive wages and Defendants did not pay Plaintiff and the Aggrieved Employees all overtime compensation to which they should have received at the applicable wage rate.

~~118.~~149. As alleged herein, Defendants failed to pay Aggrieved Employees all overtime to which they had a right to receive.

~~119.~~150. In committing the violations of state law as herein alleged, Defendants have knowingly and willfully refused to perform their obligations to compensate Aggrieved Employees for all wages earned and all hours worked.

~~120.~~151. At all material times, Defendants were and/or are Aggrieved Employees' employers or persons acting on behalf of Aggrieved Employees' employer, within the meaning of California Labor Code §§ 558 and 558.1, who violated or caused to be violated, a section of Part 2, Chapter 1 of the California Labor Code or any provision regulating hours and days of work in any Order of the Industrial Welfare Commission and, as such, are subject to penalties for each underpaid employee as set for in Labor Code § 558.

~~121.~~152. In committing the violations of state law as herein alleged, Defendants have knowingly and willfully refused to perform their obligations to compensate Aggrieved Employees for all wages earned and all hours worked.

~~122.~~153. Labor Code § 2699, *et seq.* imposes upon Defendants, and each of them, a penalty of one hundred dollars ($100.00) for each aggrieved employee per pay period for the initial violation and two hundred ($200.00) for each aggrieved

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employee per pay period for each subsequent violation in which Defendants violated the overtime provisions of the Labor Code, including but not limited to §§ 510, 558 and 1194, the exact amount of the penalties sought is in an amount to be shown according to proof at trial.

~~123.~~154. Pursuant to Labor Code § 2699, Plaintiffs on behalf of the State of California and Aggrieved Employees seek to recover from Defendants, and each of them, penalties, attorneys' fees, and costs incurred herein in an amount to be determined at trial.

**THIRD CAUSE OF ACTION**

**Individual and Representative Claim via the PAGA for Failure to Timely Pay Earned Wages Upon Separation of Employment in Violation of California Labor Code §§ 201, 202, 203, 204, 204b, 204.2, 210, 218.5, 218.6, 256, and 1198 via the applicable Wage Order**

(Against all Defendants)

~~124.~~155. Plaintiffs reallege and incorporate by reference the foregoing allegations as though set forth herein.

~~125.~~156. Pursuant to Labor Code § 201, "If an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately."

~~126.~~157. Pursuant to Labor Code § 202, "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 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 is entitled to his or her wages at the time of quitting."

~~127.~~158. Labor Code § 203 provides, in pertinent part: "If an employer willfully fails to pay, without abatement or reduction, ... any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefore is

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commenced; but the wages shall not continue for more than 30 days. ..."

~~128.~~159. Pursuant to Labor Code § 204, "all wages … earned by any person in any employment are due and payable twice during each calendar month, on days designated in advance by the employer as the regular paydays."

~~129.~~160. Pursuant to Labor Code § 204b, "Labor performed by a weekly-paid employee during any calendar week and prior to or on the regular payday shall be paid for not later than the regular payday of the employer for such weekly-paid employee falling during the following calendar week."

~~130.~~161. Defendants did not properly pay Plaintiff and Aggrieved Employees pursuant to the requirements of Labor Code, including but not limited to §§ 201, 202, 203, 204, 204b, 204.2, 210, 218.5, 218.6, 256 and thereby Plaintiffs seek the unpaid wages.

~~131.~~162. To date, Defendants have not paid terminated Aggrieved Employees all earned wages as required by law and did not and continue to fails to pay current employees in a timely manner as required by law.

~~132.~~163. At all material times, Defendants and DOES 1 through 50 were and/or are Aggrieved Employees' employers or persons acting on behalf of Aggrieved Employees' employer, within the meaning of California Labor Code § 558, who violated or caused to be violated, a section of Part 2, Chapter 1 of the California Labor Code or any provision regulating hours and days of work in any Order of the Industrial Welfare Commission and, as such, are subject to penalties for each underpaid employee as set for in Labor Code § 558.

~~133.~~164. In committing the violations of state law as herein alleged, Defendants have knowingly and willfully refused to perform their obligations to compensate Aggrieved Employees for all wages earned and all hours worked.

~~134.~~165. Labor Code § 2699, *et seq*. imposes upon Defendants, and each of them, a penalty of one hundred dollars ($100.00) for each aggrieved employee per pay period for the initial violation and two hundred ($200.00) for each aggrieved

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employee per pay period for each subsequent violation in which Defendants violated the Labor Code, including but not limited to §§ 201, 201.3, 202, 203, 204, 204b, 204.2, 210, 218.5, 218.6, 256.

~~135.~~166. As alleged above, Defendants have deprived Plaintiffs and Aggrieved Employees of their rightfully earned wages as a direct and proximate result of Defendants' failure and refusal to pay said compensation and for the reasons alleged in this Complaint.

~~136.~~167. Pursuant to Labor Code § 2699, Plaintiffs on behalf of the State of California and Aggrieved Employees seek to recover from Defendants, and each of them, penalties, attorneys' fees, and costs incurred herein in an amount to be determined at trial.

**FOURTH CAUSE OF ACTION**

**Individual and Representative Claim for Penalties via the PAGA for Failure to Comply with the Meal and Rest Break Requirements Under Labor Code §§ 226.7, 512, and 1198 via the applicable IWC Wage Order**

(Against all Defendants)

~~137.~~168. Plaintiffs reallege and incorporate by reference the foregoing allegations as though set forth herein.

~~138.~~169. Based on the misconduct alleged in this Complaint, Defendants failed to pay Plaintiffs and Aggrieved Employees premium pay for all their missed meal and rest breaks and failed to comply with Labor Code §§ 226.7, 512, and 1198.

~~139.~~170. Because of Defendants' illegal pay practices, said Defendants failed to pay Plaintiffs and Aggrieved Employees for all meal and rest breaks despite their requirement under California law and, as such, all culpable Defendants are required to pay Plaintiffs and Aggrieved Employees for rest break and/or meal break premium wages.

~~140.~~171. Defendants also failed to provide Plaintiffs, and Aggrieved Employees, legally-compliant meal and rest periods, or compensation in lieu thereof,

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during their employment by said Defendants.

~~141.~~172. At all material times, Defendants were and/or are Aggrieved Employees' employers or persons acting on behalf of Aggrieved Employees' employer, within the meaning of California Labor Code §§ 558 and 558.1, who violated or caused to be violated, a section of Part 2, Chapter 1 of the California Labor Code or any provision regulating hours and days of work in any Order of the Industrial Welfare Commission and, as such, are subject to penalties for each underpaid employee as set for in Labor Code § 558.

~~142.~~173. Cal. Labor Code § 2699, *et seq.* imposes upon all culpable Defendants a penalty of one hundred dollars ($100.00) for each aggrieved employee per pay period for the initial violation and two hundred ($200.00) for each aggrieved employee per pay period for each subsequent violation in which all culpable Defendants violated Cal. Labor Code §§ 226.7 and 512, the exact amount of the applicable penalty is all in an amount to be shown according to proof at trial.

~~143.~~174. Pursuant to Labor Code § 2699, Plaintiffs on behalf of the State of California and Aggrieved Employees seek to recover from Defendants, and each of them, penalties, attorneys' fees, and costs incurred herein in an amount to be determined at trial.

**FIFTH CAUSE OF ACTION**

**Individual and Representative Claim for Penalties via the PAGA for Violations of California Labor Code §§ 226, 226.3, 226.6, and 1198 via the applicable IWC Wage Order**

(Against all Defendants)

~~144.~~175. Plaintiffs reallege and incorporate by reference the foregoing allegations as though set forth herein.

~~145.~~176. Labor Code § 226 subdivision (a) requires, in pertinent part, that

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every employer shall, "semimonthly or at the time of each payment of wages, shall furnish to his or her employees, either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately if wages are paid by personal check or cash, an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee. . . (3) the number of piece-rate 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 only the last four digits of his or her social security number…, (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 and, beginning July 1, 2013, if the employer is a temporary services employer as defined in Section 201.3, the rate of pay and the total hours worked for each temporary services assignment. . ." (Labor Code § 226 subdivision (a).)

~~146.~~177. Based on the foregoing allegations, Defendants did not provide accurate wage statements to the Aggrieved Employees.

~~147.~~178. At all material times, Defendants were and/or are Aggrieved Employees' employers or persons acting on behalf of Aggrieved Employees' employer, within the meaning of California Labor Code §§ 558 and 558.1, who violated or caused to be violated, a section of Part 2, Chapter 1 of the California Labor Code or any provision regulating hours and days of work in any Order of the Industrial Welfare Commission and, as such, are subject to penalties for each underpaid employee as set for in Labor Code § 558.

~~148.~~179. Cal. Labor Code § 2699, *et seq.* imposes upon all culpable Defendants a penalty of one hundred dollars ($100.00) for each aggrieved employee per pay period for the initial violation and two hundred ($200.00) for each aggrieved

employee per pay period for each subsequent violation in which all culpable Defendants violated the applicable Cal. Labor Code provisions alleged in this Complaint, the exact amount of the applicable penalty is all in an amount to be shown according to proof at trial.

~~149.~~180. Wherefore, pursuant to Labor Code § 2699, Plaintiffs on behalf of the State of California and Aggrieved Employees seek to recover from Defendants, and each of them, penalties, attorneys' fees, and costs incurred herein in an amount to be determined at trial.

**SIXTH CAUSE OF ACTION**

**Individual and Representative Claim for Penalties via the PAGA**

**For Failure to Maintain Required Records in Violation of California Labor Code §§ 1174 and 1198 via the Applicable Wage Order**

(Against All Defendants)

~~150.~~181. Plaintiffs reallege and incorporate by reference the foregoing allegations as though set forth herein.

~~151.~~182. Section 7 of the applicable Wage Order requires every employer to maintain time and payroll records.

~~152.~~183. Defendants failed to comply with § 7 of the applicable IWC Orders and with Labor Code § 1174 by failing to maintain certain records which employers are required to maintain, including but not limited to, all wage records.

~~153.~~184. At all material times, Defendants were and/or are Aggrieved Employees' employers or persons acting on behalf of Aggrieved Employees' employer, within the meaning of California Labor Code §§ 558 and 558.1, who violated or caused to be violated, a section of Part 2, Chapter 1 of the California Labor Code or any provision regulating hours and days of work in any Order of the Industrial Welfare Commission and, as such, are subject to penalties for each underpaid employee as set for in Labor Code § 558.

~~154.~~185. Cal. Labor Code § 2699, *et seq.* imposes upon all culpable

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Defendants a penalty of one hundred dollars ($100.00) for each aggrieved employee per pay period for the initial violation and two hundred ($200.00) for each aggrieved employee per pay period for each subsequent violation in which all culpable Defendants violated the applicable Cal. Labor Code provisions alleged in this Complaint, the exact amount of the applicable penalty is all in an amount to be shown according to proof at trial.

~~155.~~186. Wherefore, pursuant to Labor Code § 2699, Plaintiffs on behalf of the State of California and Aggrieved Employees seek to recover from Defendants, and each of them, penalties, attorneys' fees, and costs incurred herein in an amount to be determined at trial.

**SEVENTH CAUSE OF ACTION**

**Individual and Representative Claim for Penalties via the PAGA Claim for Failure to Reimburse Business Expenses in Violation of Labor Code §§ 1198 and 2802**

**(**Against All Defendants**)**

~~156.~~187. Plaintiffs reallege and incorporate by reference the foregoing allegations as though set forth herein.

~~157.~~188. Pursuant to California Labor Code § 2802, an employer must indemnify its employees "for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties . . . ."

~~158.~~189. Plaintiffs made necessary expenditures and incurred losses as a direct consequence of the discharge of their duties and in obedience to the directions of Defendants including, but not limited to cell phone and data expenses.

~~159.~~190. On information and belief, Defendants knew Plaintiffs were incurring the expenses and were responsible for reimbursing Aggrieved Employees for their expenditures and losses as a direct consequence of the discharge of their duties, but failed to do so.

~~160.~~191. At all material times, Defendants were and/or are Aggrieved

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Employees' employers or persons acting on behalf of Aggrieved Employees' employer, within the meaning of California Labor Code §§ 558 and 558.1, who violated or caused to be violated, a section of Part 2, Chapter 1 of the California Labor Code or any provision regulating hours and days of work in any Order of the Industrial Welfare Commission and, as such, are subject to penalties for each underpaid employee as set for in Labor Code § 558.

~~161.~~192. Cal. Labor Code § 2699, *et seq.* imposes upon all culpable Defendants a penalty of one hundred dollars ($100.00) for each aggrieved employee per pay period for the initial violation and two hundred ($200.00) for each aggrieved employee per pay period for each subsequent violation in which all culpable Defendants violated the applicable Cal. Labor Code provisions alleged in this Complaint, including but not limited to Labor Code §§ 2802 and 1198, the exact amount of the applicable penalty is all in an amount to be shown according to proof at trial, which Plaintiffs seek.

~~162.~~193. Wherefore, pursuant to Labor Code § 2699, Plaintiffs on behalf of the State of California and Aggrieved Employees seek to recover from Defendants, and each of them, penalties, attorneys' fees, and costs incurred herein in an amount to be determined at trial.

**EIGHTH CAUSE OF ACTION**

**Individual and Representative Claim for Civil Penalties Under the PAGA for Violations of Labor Code §§ 246 and 246(l) and Municipal Paid Sick Leave Ordinances**

(Against all Defendants)

~~163.~~194. Plaintiffs reallege and incorporate by reference the foregoing allegations as though set forth herein.

~~164.~~195. Under Labor Code §§ 246, 246(l), and in some jurisdictions local law, employers in California must provide employees with paid sick leave to be paid at a specified rate of pay which must factor in additional earnings during a given pay

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period wherein such leave is used. *Wood v. Kaiser Foundation Hospitals,* 88 Cal. App. 5th 742 (2023).

~~165.~~196. Defendants did not pay sick leave to Aggrieved Employees in violation of California law.

~~166.~~197. Defendants have failed to (1) provide paid sick leave; (2) include required information about paid sick leave in wage notices and/or wage statements, including without limitation information on the amount of paid sick leave hours accrued; (3) provide required information about paid sick leave to employees, including without limitation at the time of hire; (4) at the time of hire, provide employees with written notice of the employer's name, address, and telephone number; (5) provide required information about paid sick leave in English, Spanish, Chinese, and in all languages spoken by 5% or more of the employees; (6) post required sick leave notices; (7) maintain payroll records; and/or (8) provide wage statements, and therefore Defendants have violated one or more municipal sick leave ordinances, including without limitation the sick leave ordinances of Berkeley, Emeryville, Long Beach, Los Angeles, Oakland, San Diego, San Francisco, and Santa Monica.

~~167.~~198. The PAGA imposes upon Defendants, and each of them, civil penalties for violating Labor Code §§ 246 and 246(l).

~~168.~~199. Civil penalties under the PAGA are equitable in nature. *Nationwide Biweekly Admin., Inc. v. Superior Ct. of Alameda Cty.,* 9 Cal. 5th 279 (2020).

~~169.~~200. At all material times, Defendants were and/or are Aggrieved Employees' employers or persons acting on behalf of Aggrieved Employees' employer, within the meaning of California Labor Code §§ 558 and 558.1, who violated or caused to be violated, a section of Part 2, Chapter 1 of the California Labor Code or any provision regulating hours and days of work in any Order of the Industrial Welfare Commission and, as such, are subject to penalties for each

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underpaid employee as set for in Labor Code § 558.

~~170.~~201. Labor Code § 2699(f) imposes upon Defendants, and each of them, civil penalties of one hundred dollars ($100) per pay period, per aggrieved employee for initial violations, and two hundred dollars ($200) per pay period, per aggrieved employee for subsequent violations for all Labor Code provisions for which a civil penalty is not specifically provided.

~~171.~~202. Pursuant to the PAGA, Labor Code § 2699(f), and/or any other applicable statute, Plaintiffs are seeking civil penalties against Defendants in an amount to be shown according to proof.

~~172.~~203. Pursuant to Labor Code § 248.5, if applicable herein, Plaintiffs seek to recover attorneys' fees, costs, equitable relief in the form of civil penalties, in an amount to be shown according to proof.

~~173.~~204. Wherefore, pursuant to Labor Code § 2699, Plaintiffs on behalf of the State of California and Aggrieved Employees seek to recover from Defendants, and each of them, penalties, attorneys' fees, and costs incurred herein in an amount to be determined at trial.

**NINTH CAUSE OF ACTION**

**Individual and Representative Claim for Penalties via the PAGA Under California Labor Code §§ 2698, 2699, *et seq.* for Violations of California Labor Code subdivision (k) of Section 96, Sections 98.6, 201.5, 201.7, 203.1, 203.5, 204a, 204.1, 204.2, 205, 205.5, 206, 206.5, 208, 209, and 212, subdivision (d) of Section 213, Sections 221, 222, 222.5, 223, 224, 226.7, 227, 227.3, 230, 230.1, 230.2, 230.3, 230.4, 230.7, 230.8, and 231, subdivision (c) of Section 232, subdivision (c) of Section 232.5, Sections 233, 234, 245-249, 351, 353, and 403, subdivision (b) of Section 404, Sections 432.2, 432.5, 432.7, 435, 450, 511, 513, 551, 552, 601, 602, 603, 604, 750, 751.8, 800, 850, 851, 851.5, 852, 921, 922, 923, 970, 973, 976, 1021, 1021.5, 1025, 1026, 1101, 1102, 1102.5, 1153, 1197.5, 1198 via the appliable Wage Order, subdivision (b) of Section 1198.3, Sections**

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**1199.5, 1290, 1292, 1293, 1293.1, 1294, 1294.1, 1294.5, 1296, 1297, 1298, 1301, 1308, 1308.1, 1308.7, 1309, 1309.5, 1391, 1391.1, 1391.2, 1392, 1683, and 1695, subdivision (a) of Section 1695.5, Sections 1695.55, 1695.6, 1695.7, 1695.8, 1695.9, 1696, 1696.5, 1696.6, 1697.1, 1700.25, 1700.26, 1700.31, 1700.32, 1700.40, 1700.47, 1735, 1777.5, 2651, and 2673, subdivision (a) of Section 2673.1, Sections 2695.2, 2751, 2800, 2801, 2806, and 2810, subdivision (b) of Section 2929, and Sections 3073.6, 6310, 6311, and 6399.7 and the Applicable Wage Order**

(Against all Defendants)

~~174.~~205. Plaintiffs reallege and incorporate by reference the foregoing allegations as though set forth herein.

~~175.~~206. This claim is premised on Plaintiffs' right to pursue all Labor Code claims on behalf of Aggrieved Employees per *Huff v. Securitas Security Services USA, Inc*., 23 Cal. App. 5th 745 (2018).

~~176.~~207. Pursuant to Labor Code § 2699, any provision of the Labor Code that provides for a civil penalty to be assessed and collected by the LWDA or any of its departments, divisions, commissions, boards, agencies or employees for violation of the code may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees pursuant to the procedures specified in Labor Code § 2699.3.

~~177.~~208. Plaintiffs are informed and believe, and based thereon allege, that because of the acts alleged above and Defendants' violations of the Labor Code provisions alleged herein, Plaintiffs are entitled to penalties under Labor Code §§ 2698 and 2699.

~~178.~~209. Plaintiffs are "aggrieved employees" because Plaintiffs were employed by the alleged violator and had one or more of the alleged violations committed against Plaintiffs, and therefore are properly suited to represent the interests of other current and former Represented Employees.

~~179.~~210. Labor Code § 2699(f) imposes upon Defendants, and each of

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them, civil penalties of one hundred dollars ($100) per pay period, per aggrieved employee for initial violations, and two hundred dollars ($200) per pay period, per aggrieved employee for subsequent violations for all Labor Code provisions for which a civil penalty is not specifically provided.

~~180.~~211. Labor Code § 2699, *et seq.* imposes upon Defendants, and each of them, penalties for violating Labor Code subdivision (k) of Section 96, Sections 98.6, 201.5, 201.7, 203.1, 203.5, 204a, 204.1, 204.2, 205, 205.5, 206, 206.5, 208, 209, and 212, subdivision (d) of Section 213, Sections 221, 222, 222.5, 223, 224, 226.7, 227, 227.3, 230, 230.1, 230.2, 230.3, 230.4, 230.7, 230.8, and 231, subdivision (c) of Section 232, subdivision (c) of Section 232.5, Sections 233, 234, 245-249, 351, 353, and 403, subdivision (b) of Section 404, Sections 432.2, 432.5, 432.7, 435, 450, 511, 513, 551, 552, 601, 602, 603, 604, 750, 751.8, 800, 850, 851, 851.5, 852, 921, 922, 923, 970, 973, 976, 1021, 1021.5, 1025, 1026, 1101, 1102, 1102.5, 1153, 1197.5, 1198 via the applicable Wage Order, subdivision (b) of Section 1198.3, Sections 1199.5, 1290, 1292, 1293, 1293.1, 1294, 1294.1, 1294.5, 1296, 1297, 1298, 1301, 1308, 1308.1, 1308.7, 1309, 1309.5, 1391, 1391.1, 1391.2, 1392, 1683, and 1695, subdivision (a) of Section 1695.5, Sections 1695.55, 1695.6, 1695.7, 1695.8, 1695.9, 1696, 1696.5, 1696.6, 1697.1, 1700.25, 1700.26, 1700.31, 1700.32, 1700.40, 1700.47, 1735, 1777.5, 2651, and 2673, subdivision (a) of Section 2673.1, Sections 2695.2, 2800, 2801, 2806, and 2810, subdivision (b) of Section 2929, and Sections 3073.6, 6310, 6311, and 6399.7.

~~181.~~212. Labor Code § 558 establishes a civil penalty as follows: Any employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission (including the "Hours and Days of Work" section of the Wage Order) shall be subject to a civil penalty of (1) for any initial violation, fifty dollars ($50) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to

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recover underpaid wages; (2) for each subsequent violation, one hundred dollars ($100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages; and (3) wages recovered pursuant to this section shall be paid to the affected employee.

213. As to the named Plaintiff's claims that Defendants violated Labor Code §§ 98.6, 230-230.1, 1102.5, and 6310-6311, the named Plaintiff realleges and incorporate by reference the foregoing allegations as though set forth herein, to wit, that she was discriminated and wrongfully terminated for reporting sexual assault in the workplace.

214. As to the named Plaintiff's claims that Defendants violated Labor Code 432.5 and 432.6, Defendants allegedly required Plaintiff and Aggrieved Employees to enter into invalid and unenforceable arbitration provisions as an express condition of employment, requiring employees to waive their rights to "bring, maintain, participate in, or receive money from any class, collective or representative proceeding."

215. As to the named Plaintiff's claims that Defendants violated Labor Code 1198 and IWC Wage Order No. 7-2001 section 14, as a matter of common policy and/or practice, Defendants failed to provide Plaintiff and Aggrieved Employees suitable seats and/or an adequate number of suitable seats in reasonable proximity to the work area, and did not permit Plaintiff and Aggrieved Employees to use such seats even where it did not interfere with the performance of their duties.

~~182.~~216.

~~183.~~217. Wherefore, pursuant to Labor Code § 2699, Plaintiffs on behalf of the State of California and Aggrieved Employees seek to recover from Defendants, and each of them, penalties, attorneys' fees, and costs incurred herein in an amount to be determined at trial.

**PRAYER FOR RELIEF**

WHEREFORE, Plaintiffs pray for judgment against Defendants as follows:

1. That Defendants be found liable to the Plaintiffs on behalf of the State of

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California and Aggrieved Employees;

2. For all remedies available to the to the Plaintiffs on behalf of the State of California and Aggrieved Employees under the applicable provisions of the Labor Code including an award of attorneys' fees, costs, interest, liquidated damages, damages, penalties and waiting time penalties according to proof to the extent permitted by law;

3. For all remedies available to the Plaintiffs on behalf of the State of California and Aggrieved Employees under the applicable provisions of the Labor Code via the PAGA Labor Code § 2698, *et seq*. including an award of attorneys' fees, costs, interest, liquidated damages, damages, penalties and waiting time penalties according to proof to the extent permitted by law;

4. For maximum civil penalties available to the Plaintiffs on behalf of the State of California and Aggrieved Employees under the Labor Code and applicable Wage Order as described more particularly in this Complaint, representative PAGA claims including the payment of wages as set forth in Labor Code § 558;

5. That Plaintiffs on behalf of the State of California and Aggrieved Employees be awarded reasonable attorneys' fees where available by law, including but not limited to pursuant to Labor Code § 2698, *et seq*., Code of Civil Procedure § 1021.5, and/or other applicable laws; and

6. For any other relief the Court may deem just, proper, and equitable.

Dated: October 27, 2025~~September 4, 2025~~ Law Office of Thomas D. Rutledge

By: *DRAFT*
/s/Thomas D. Rutledge, Esq.
Attorneys for Plaintiffs

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# Exhibit 5

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thomasrutledgelaw@gmail.com

October 27, 2025

File No. 793

**VIA INTERNET UPLOAD**

Department of Industrial Relations
Labor Workforce Development Agency
455 Golden Gate Avenue, 10th Floor
Accounting Unit
San Francisco, California 94102

**VIA CERTIFIED MAIL (HAND RECEIPT REQUESTED)(9589071052701674147920)**

President/CEO/HR Director
Circle K Stores Inc.
1130 W. Warner Road, Building B
Tempe, Arizona 85284

**Re:** ***Pilkington, et al. v. Circle K Stores Inc., et al.***
**LWDA Case No. LWDA-CM-1120337-25**

Dear Sir or Madam:

This letter shall serve as a **third amended notice** pursuant to the California Private Attorney General Act (PAGA), California Labor Code Section 2699, *et seq*., regarding Plaintiff **Savana Pilkington**, *et al*.'s notice sent on August 21, 2025. This amendment generally adds new facts and theories new claims, such as a failure to provide records and reporting time pay claims.

## I. FACTS & NATURE OF THE DISPUTE.

This is a representative action seeking penalties for Defendants' violations of various California Labor Code provisions. The details of our client's claims are discussed in the enclosed draft complaint, which allegations are incorporated by reference as though set forth herein.

## II. § 2699, *ET SEQ*., LABOR CODE VIOLATIONS.

Plaintiffs have numerous legal claims against the abovementioned parties. In summary, Defendants issued Plaintiffs and their fellow aggrieved employees inaccurate

wage statements, failed to pay them in a timely manner, failed to pay them all wages including but not limited to overtime, minimum wage, meal and rest premium pay. Further investigation and formal discovery will likely uncover other claims and additional facts supporting the liability.

The details of our client's Labor Code § 2699 claims are discussed in the enclosed draft complaint, which allegations are incorporated by reference and incorporated herein as though set forth herein. These violations include, but are not limited to the following: Labor Code subdivision (k) of Section 96, Sections 98.6, 201.5, 201.7, 203.1, 203.5, 204a, 204.1, 204.2, 205, 205.5, 206, 206.5, 208, 209, and 212, subdivision (d) of Section 213, Sections 221, 222, 222.5, 223, 224, 227, 227.3, 230, 230.1, 230.2, 230.3, 230.4, 230.7, 230.8, and 231, subdivision (c) of Section 232, subdivision (c) of Section 232.5, Sections 233, 234, 245-249, 351, 353, and 403, subdivision (b) of Section 404, Sections 432.2, 432.5, 432.6, 432.7, 435, 450, 510, 511, 512, 513, 551, 552, 601, 602, 603, 604, 750, 751.8, 800, 850, 851, 851.5, 852, 921, 922, 923, 970, 973, 976, 1021, 1021.5, 1025, 1026, 1101, 1102, 1102.5, 1153, 1197.5, 1198 via the appliable Wage Order, subdivision (b) of Section 1198.3, Sections 1199.5, 1290, 1292, 1293, 1293.1, 1294, 1294.1, 1294.5, 1296, 1297, 1298, 1301, 1308, 1308.1, 1308.7, 1309, 1309.5, 1391, 1391.1, 1391.2, 1392, 1683, and 1695, subdivision (a) of Section 1695.5, Sections 1695.55, 1695.6, 1695.7, 1695.8, 1695.9, 1696, 1696.5, 1696.6, 1697.1, 1700.25, 1700.26, 1700.31, 1700.32, 1700.40, 1700.47, 1735, 1777.5, 2651, and 2673, subdivision (a) of Section 2673.1, Sections 2695.2, 2800, 2801, 2806, and 2810, subdivision (b) of Section 2929, and Sections 3073.6, 6310, 6311, and 6399.7 and the applicable Wage Order.

The only difference from Plaintiff Pilkington and the other PAGA Plaintiffs is that latter group did not witness or experience sexual abuse in the workplace.

## III. CONCLUSION.

Please take notice this letter is intended to exhaust the pre-litigation requirements set forth under California Labor Code §§ 2699, *et seq*. By law, an employee alleging a violation of one of the above referenced sections must notify his or her employer and the Labor and Workforce Development Agency (LWDA) before he or she can invoke the provisions of § 2699, *et seq*., by seeking redress in court. (Labor Code § 2699.3(a)(1).) The LWDA must then notify the employer and the employee within the time required by statute regarding whether it intends to investigate the alleged violation. (Labor Code § 2699.3(a)(2)(B).) If the LWDA advises it will not investigate, or if no notice is provided within the time required by statute, the employee may file a lawsuit invoking the provisions under Labor Code § 2699. (Labor Code §2699.3(a)(2)(A).) It is the intention of this office to file a civil complaint and to bring the appropriate claims under Labor Code § 2699 seeking the remedies for the Labor Code violations referenced in this letter and its enclosure should your office not address these matters within the proscribed time.

We write this letter subject to and without waiver of our client's rights and remedies, all of which we expressly reserve. This letter is not an express statement of all facts and circumstances concerning this matter.

Very truly yours,

/s/*Thomas D. Rutledge*
Thomas D. Rutledge

Enclosure

Cc: Savana Pilkington (via e-mail)
Cindy Rose Cunningham (via e-mail)
Marilyn Rychart (via e-mail)
Sylvia Hernandez (via e-mail)
Maria Rodriguez, Esquire (via e-mail)

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Attorneys for Plaintiffs

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN DIEGO-CENTRAL DIVISION

SAVANA PILKINGTON, an individual in her capacity as the State of California's designated proxy under the Private Attorneys General Act (PAGA) and on behalf of others,

Plaintiffs,

vs.

CIRCLE K STORES INC., a Texas corporation; and DOES 1 through 10 inclusive

Defendants.

Case No.:

**REPRESENTATIVE ACTION COMPLAINT PURSUANT TO THE PAGA ONLY FOR:**

1. **Failure to Pay State Minimum/Regular/Local Wages;**
2. **Failure to Pay State Overtime;**
3. **Failure to Make Payments Within the Required Time;**
4. **Meal and Rest Break Labor Code Violations;**
5. **Failure to Provide Accurate Wage Statements;**
6. **Failure to Provide and Maintain Records;**
7. **Failure to Reimburse Work Related Expenses;**
8. **Failure to Properly Pay Sick Pay; and**
9. **Claim for miscellaneous Labor Code Violations via the PAGA.**

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Plaintiffs ~~SAVANA PILKINGTON~~, in their capacity as the State of California's designated proxies~~y~~ under the Private Attorneys General Act and on behalf of Aggrieved Employees (collectively the "Plaintiffs" and/or "Aggrieved Employees"), alleges the following:

**NATURE OF THE ACTION**

1. Plaintiffs ~~SAVANA PILKINGTON is~~are suing in their individual capacity~~;~~[1] ~~she is proceeding herein~~ under the Private Attorneys General Act (PAGA) of 2004, as amended, Labor Code §§ 2698, *et seq*., on behalf of the State of California for all Aggrieved Employees, including themselves and other Aggrieved Employees. *Adolph v. Uber Technologies, Inc*., 14 Cal. 5th 1104 (2023); *Balderas v. Fresh Start Harvesting*, 101 Cal. App. 5th 533 (2024).

2. As to Plaintiff PILKINGTON, t~~T~~his action is exempt from mandatory arbitration pursuant to the *Ending Forced Arbitration of Sexual Assault and Sexual Harassment Act of 2021* ("EFAA"), 9 U.S.C. § 402, because Plaintiff asserts claims arising from sexual assault and sexual harassment/discrimination**.**

3. Accordingly, any attempt to compel arbitration of this case would be without legal basis and undertaken in bad faith, in violation of California law, including the covenant of good faith and fair dealing and the prohibition against frivolous or dilatory motions. Code Civ. Proc. § 128.7.

4. By this action, Plaintiffs seek civil penalties on behalf of ~~herself~~ themselves, the State, and Aggrieved Employees pursuant to the PAGA for Defendants' violations of the California Labor Code. *Adolph,* 14 Cal. 5th 1104.

**JURISDICTION AND VENUE**

5. Pursuant to Article VI, § 10 of the California Constitution, subject matter jurisdiction is proper in the Superior Court of California because Plaintiffs allege

[1] Plaintiffs reserve the right to pursue nonindividual PAGA claims within the meaning of *Balderas v. Fresh Start Harvesting*, 101 Cal. App. 5th 533 (2024); *Rodriguez v. Packers Sanitation Servs., Inc*., 95 Cal. App. 5th 682 (2025).

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claims arising under California law.

6. This Court has jurisdiction over the Defendants because each is an association, corporation, business entity, or individual that conducts substantial business in the State of California, County of San Diego.

7. Pursuant to § 395 of the California Code of Civil Procedure, venue is proper in the Superior Court of California for the County of San Diego because this is where the misconduct occurred and a plaintiff is not limited to the county in which he or she performed work. *Crestwood Behavioral Health, Inc. v. Superior Court,* 60 Cal. App. 5th 1069, 1075 (2021).

**THE PARTIES**

8. The State of California is the real party in interest in a PAGA action. *Kim v. Reins Int'l California, Inc.,* 9 Cal. 5th 73, 81 (2020) (the "government entity on whose behalf the plaintiff files suit is always the real party in interest.").

9. Plaintiffs SAVANA PILKINGTON, SYLVIA HERNANDEZ, CINDY CUNNINGHAM, and MARILYN RYCHART, are ~~is an~~ individuals that reside~~s~~ in California.

~~9.~~

10. Defendant CIRCLE K STORES INC. is a Texas corporation doing business in California.

11. The true names and capacities, whether individual, corporate, associate, or otherwise of the Defendants named herein as DOES 1 through 50, are unknown to Plaintiffs at this time. Plaintiffs therefore sue said Defendants by such fictitious names pursuant to § 474 of the California Code of Civil Procedure. Plaintiffs will seek leave to amend this Complaint to allege the true names and capacities of DOES 1 through 50 when the correct identities are ascertained. Plaintiffs are informed and believes, and based thereon alleges, that each of the DOE Defendants is in some manner liable to Plaintiffs for the events and actions alleged herein. All named Defendants and DOES 1 through 50 are collectively referred to as "Defendants."

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12. Plaintiffs are informed and believe, and based thereon allege that at all times relevant herein each Defendant was acting as an agent, joint venture, or as an integrated enterprise and/or alter ego for each of the other Defendants, and each was a co-conspirator with respect to the acts and the wrongful conduct alleged herein, so that each is responsible for the acts of the other in connection with the conspiracy and in proximate connection with the other Defendants.

13. Plaintiffs are informed and believe, and based thereon allege that each Defendant was acting partly within and partly without the scope and course of their employment, and was acting with the knowledge, permission, consent, and ratification of every other Defendant.

14. Plaintiffs are informed and believe, and based thereon allege that each of the Defendants was an agent, managing general partner, managing member, owner, co-owner, partner, employee, and/or representative of each of the Defendants, and were at all times material hereto, acting within the purpose and scope of such agency, employment, contract and/or representation, and that each of them are jointly and severally liable to Plaintiffs for the acts alleged herein

15. Plaintiffs are informed and believe, and based thereon allege that each of the Defendants are liable to Plaintiffs under legal theories and doctrines including but not limited to (1) joint employer; (2) integrated enterprise; (3) agency; and/or (4) alter ego, based in part, on the facts set forth below.

16. Plaintiffs are informed and believe, and based thereon allege that each of the named Defendants are part of an integrated enterprise and have acted or currently act as the employer and/or joint employer of Plaintiffs, making each of them liable for the wage and hour violations alleged herein.

17. Plaintiffs are informed and believe, and based thereon allege, that Defendants DOES 1-100 were a "Client employer" within the meaning of Labor Code § 2810.3(a)(1)(A) and, as such, are jointly liable pursuant to Labor Code § 2810.3.

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## GENERAL ALLEGATIONS

18. Defendants are in the convenience store business.

19. ~~From about March 1, 2025 to the present~~During all times relevant, the Defendants employed ~~the named Plaintiff~~Plaintiffs as ~~as a Food Captain, a~~ nonexempt employee~~s,~~ in ~~one of~~ its convenience stores in the County of San Diego.

20. ~~The named Plaintiff~~Plaintiffs are ~~is an~~ "aggrieved employee~~s~~" within the meaning of the PAGA because Defendants employed Plaintiffs in California and Plaintiffs experienced one or more of the alleged Labor Code violations committed against the Plaintiff~~s~~, and therefore ~~the named Plaintiff~~Plaintiffs ~~is~~ are properly suited to act on behalf the state, and collect civil penalties for all violations committed against the Aggrieved Employees, who are also aggrieved employees as defined by Labor Code § 2699(c).

21. California law provides that an aggrieved employee may file a representative action under the PAGA against an employer for civil penalties in connection with violations of the Labor Code and Wage Order.

22. On information and belief, current and former employees of Defendants suffered from Defendants' Labor Code violations.

**Sexual Assault and Discrimination vis-à-vis Plaintiff PILKINGTON.**

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23. During all times relevant, ~~the named Plaintiff~~Plaintiff PILKINGTON worked in a convenience store that Defendants ~~was~~ owned, operated, and managed ~~by the Defendants~~.

24. During all times relevant, ~~the named Plaintiff~~Plaintiff PILKINGTON reported to a store manager who, in turn, reported to a district manager, who, in turn reported to a higher manager, and so on.

25. During her employment, ~~the named Plaintiff~~Plaintiff PILKINGTON worked alongside a number of coworkers, one of ~~them~~ which was a ~~perennial~~ habitual drunkard who often reported to work under the influence of alcohol.

26. ~~The named Plaintiff~~Plaintiff PILKINGTON's drunk coworker

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sometimes performed~~handled~~ work assignments that involved safety issues, such as ~~handling~~ climbing a ladder in order to reach far places, working in the cooler handling heavy merchandise, using a razor blade to open packages, among other tasks that required soberness to perform~~requiring a level of sobriety to perform~~.

27. ~~The named Plaintiff~~Plaintiff PILKINGTON was concerned for her and other people's safety when working with her drunk coworker.

28. ~~The named Plaintiff~~Plaintiff PILKINGTON communicated her safety concerns to management about her drunk coworker, which did nothing to placate her concerns.

29. Further, ~~the named Plaintiff~~Plaintiff PILKINGTON's worked alongside another coworker who worked as a floater, meaning he worked at randomly different convenience stores depending on Defendants' staffing needs.

30. The abovementioned floater took a liking to ~~the named Plaintiff~~Plaintiff PILKINGTON and during working hours he made unsolicited flattering comments to the Plaintiff, such as "you are absolutely gorgeous," "you are a total smoke show," and how she resembled an attractive female actress, or words to that effect, among other sexually oriented statements.

31. At first, ~~the named Plaintiff~~Plaintiff PILKINGTON considered these comments harmless because she believed the floater was a homosexual, but later it became clear these statements meant more than that.

32. Defendants' management encouraged store employees to share their personal cell phone numbers with management and coworkers.

33. This phone sharing process was done via so-called group text messaging, where management sent texts to its employees discussing management needs, scheduling, among other topics.

34. During the week of August 10, 2025, the abovementioned floater took advantage of management's phone number sharing policy by obtaining ~~the named Plaintiff~~Plaintiff PILKINGTON's personal cell phone and sending her inappropriate

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text messages ~~after work hours~~.

35. In one message, the floater said to ~~the named Plaintiff~~Plaintiff PILKINGTON, "If you are the pretty damsel named Cali dat works at circle K, Christian wanted me to tell you "U're awesome and to have a nice day," or words to that effect, and sent a video to Plaintiff PILKINGTON that she refused to open~~the named Plaintiff~~Plaintiff PILKINGTON ~~refused to open~~.

36. In other text messages the floater sent to the Plaintiff, he said~~Other text messages the floater sent to the named Plaintiff~~Plaintiff PILKINGTON ~~said~~, "I wanna tear her up, absorb her so she's mine forever," or words to that effect.

37. ~~The named Plaintiff~~Plaintiff PILKINGTON is happily married.

38. ~~The named Plaintiff~~Plaintiff PILKINGTON made clear to the floater that his messages were uninvited and that he should stop.

39. Despite named Plaintiff's warnings, the floater continued to send messages, such as "Ur lips taste like strawberries and ur butt, soft as pillows. We can just enjoy each others [sic] affection, no need for tags."

40. When reporting to work, ~~the named Plaintiff~~Plaintiff PILKINGTON reported these inappropriate messages to her boss, the store manager (Ana), and said she did not appreciate these comments from the floater, to which her manager offered little help.

41. On August 17, 2025, things went from bad to worse: The floater reported to work at the same store where ~~the named Plaintiff~~Plaintiff PILKINGTON was working.

42. When the floater saw ~~the named Plaintiff~~Plaintiff PILKINGTON, he gave her a hug and told her he was sorry.

43. ~~The named Plaintiff~~Plaintiff PILKINGTON thought this would be the end of things, but later in the workday when alone in the cooler with the floater, the floater asked Plaintiff PILKINGTON for another hug ~~from the named Plaintiff~~Plaintiff PILKINGTON.

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44. Before she could refuse, the floater forced himself on ~~the named Plaintiff~~Plaintiff PILKINGTON.

45. In doing so, the floater sexually assaulted ~~the named Plaintiff~~Plaintiff PILKINGTON by embracing her with his arms and torso, kissing her neck leaving a mark (see **Exhibit 1**~~otherwise called a hickey~~), grabbing her genitilia~~crotch~~, and rubbing his lower torso against ~~the named Plaintiff~~Plaintiff PILKINGTON.

46. ~~The named Plaintiff~~Plaintiff PILKINGTON was completely startled these unwanted intentional sexual acts~~by this unwanted act~~.

47. ~~The named Plaintiff~~Plaintiff PILKINGTON was barely able to break free from the floater's grasp, and firmly told him to stop and never to do that again.

48. Once she left the cooler, Plaintiff PILKINGTON immediately told management ~~The named Plaintiff~~Plaintiff PILKINGTON ~~thereafter left the cooler and told management immediately~~ about the sexual assault.

49. "~~Should~~ Can I call the police," or words to that effect, asked ~~the named Plaintiff~~Plaintiff PILKINGTON of her manager, to which the store manager~~to which management~~ responded, "~~I~~Let me call the district manager and I will let you know," or words to that effect.

50. Management never called the police and ~~the named Plaintiff~~Plaintiff PILKINGTON finished her shift and went home feeling ~~quite~~ concerned about the incident.

51. On or about August 18, 2025, after reporting to work and realizing management intended to do nothing about the abovementioned criminal act, ~~the named Plaintiff~~Plaintiff PILKINGTON called the police.

52. When the police arrived at ~~the named Plaintiff~~Plaintiff PILKINGTON's workplace, they met with ~~the named Plaintiff~~Plaintiff PILKINGTON, and investigated her crime report.

**Sexual Discrimination/Retaliation/Wrongful Discharge.**

53. Despite the foregoing incident, ~~the named Plaintiff~~Plaintiff

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PILKINGTON continued to report to work.

54. On or about August 21, 2025, ~~the named Plaintiff~~Plaintiff PILKINGTON reported to work and worked a half day.

55. When returning from lunch, ~~the named Plaintiff~~Plaintiff PILKINGTON's manager told her that she was being placed on unpaid leave pending the investigation of her crime report.

56. Following her suspension, Plaintiff PILKINGTON repeatedly asked Defendants' managers if and when she could return to work.

57. For example, Plaintiff periodically called the Defendants' human resources department to inquire as to when she could return to work and was told she could not return to work.

58. Similarly, Plaintiff sent text messages to her manager asking her when she could return to work and was told she could not.

59. During the same timeframe, Plaintiff's counsel, the undersigned, sent Defendants a request for copies of Plaintiff's personnel file and payroll records.

60. On August 21, 2025, Plaintiff, via counsel, filed a complaint with the Labor Workforce Development Agency (LWDA) and mailed a certified letter to Defendants informing them of her complaints about, among other things, sexual abuse in the workplace and Labor Code violations she witnessed.

61. For more than two months, Defendants refused to allow Plaintiff to return to work.

62. Plaintiff PILKINGTON maintains Defendants' suspension of her without pay constitutes an "adverse employment action" and is in retaliation for making a workplace report of sexual assault. *Yanowitz v. L'Oreal USA, Inc.*, 36 Cal. 4th 1028, 1052 (2005) ("adverse action" is interpreted broadly and not limited to "ultimate" actions like termination).

63. Plaintiff is informed and believes that Defendants wrongfully terminated her in response to her exercise of protected activity, including but not limited to her

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reports of sexual harassment and abuse in the workplace, her reports of safety concerns regarding a drunk coworker, and her reports of Labor Code violations.

64. By service of this Complaint, Plaintiff demands backpay. ~~The named Plaintiff~~Plaintiff PILKINGTON ~~maintains this constitutes an "adverse employment action" and is in retaliation for making a workplace report of sexual assault. *Yanowitz v. L'Oreal USA, Inc.*, 36 Cal. 4th 1028, 1052 (2005) ("adverse action" is interpreted broadly and not limited to "ultimate" actions like termination)~~.

**Failure to Provide Records.**

65. During all times relevant, Plaintiffs, via counsel, sent correspondence to Defendants requesting to obtain access to Plaintiffs' payroll records and employee personnel files.

66. Notwithstanding the foregoing, Defendants failed to provide Plaintiffs' all the required records within the statutory deadlines in violation of the Labor Code.

67. Based on the foregoing, Plaintiff seeks the remedies set forth in this Complaint.

~~56.~~

**Minimum Wage/Regular Wage claims.**

68. During all times relevant, Plaintiffs are informed and believe and thereon allege that pursuant to company policy and/or practice and/or direction, Defendants paid Plaintiff and Aggrieved Employees wages at less than the rate required under state, federal, and local law.

~~57.~~ **Off-the-Clock Labor.**

69. Plaintiffs are informed and believe and thereon allege that Defendants, for example, encouraged the Plaintiff and Aggrieved Employees to work off the clock to meet deadlines and employer demands that could not be accomplished during normal working hours, thus causing Plaintiff and Aggrieved Employees to work off the clock depriving Aggrieved Employees from compensation.

70. For example, Defendants required Plaintiffs and Aggrieved Employees to

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keep and maintain a smartphone with them, even during off duty hours, to send and receive messages from management.

71. The time Plaintiffs and Aggrieved Employees spent off-the-clock communicating with management with their smartphones was unlawfully uncompensated.

72. In one instance, Defendants' manager contacted Plaintiff PILKINGTON after she clocked out and was home to help her with the schedule, a process that took Plaintiff PILKINGTON no less than 30 minutes and time the Defendants did not compensate her for.

73. In another instance, Defendants' manager contacted Plaintiff PILKINGTON after she clocked out and went home and asked her to return to the store to find something the manager could not locate.

74. This took Plaintiff PILKINGTON no less than 30 minutes, which time the Defendants did not pay the Plaintiff.

75. On another occasion, Defendants' manager contacted Plaintiff PILKINGTON after she clocked out and went home to return to the store to secure money the store received in an untimely manner.

76. This took Plaintiff PILKINGTON no less than 30 minutes, which time the Defendants did not pay the Plaintiff.

77. On one of Plaintiff PILKINGTON's scheduled days off, Plaintiff PILKINGTON entered the store as a customer, during which visit the store manager—who was short staffed—asked Plaintiff to step outside and wake the aforementioned habitually intoxicated employee, who was on the clock at the time.

78. This off-the-clock work took Plaintiff PILKINGTON a few minutes, something she felt uncomfortable with since this employee was habitually drunk and unpredictable.

79. Another example of off-the-clock work is the Defendants' policy of requiring Plaintiffs and Aggrieved Employees to clean up counters and throw away

trash after clocking out at the end of their shifts.

80. It took Plaintiffs and Aggrieved Employees at least five (5) minutes to clean up counters and throw away trash after each shift.

~~58.~~

~~59. In some instances, Plaintiffs are informed and believe and thereon allege that Plaintiff and Aggrieved Employees began the workday before their scheduled shifts to perform work activities.~~

~~60.~~81. The foregoing time worked was unpaid and Plaintiffs are informed and believe and thereon allege that Defendants knew or should have known that the work was being performed without compensation.

~~61.~~82. Plaintiffs are informed and believe and thereon allege that Plaintiff and Aggrieved Employees continued working after their shifts ended to complete tasks.

~~62.~~83. The foregoing tasks were completed after Plaintiff and, upon information and belief, other Aggrieved Employees logged out of Defendants' timekeeping system.

~~63.~~84. Plaintiff and Aggrieved Employees were uncompensated for this worktime that Defendants required and/or permitted them to work.

~~64.~~85. Again, Plaintiffs are informed and believe and thereon allege that Defendants knew or should have known that the foregoing work was being performed without compensation.

~~65.~~86. Plaintiffs are also informed and believe and thereon allege that Defendants used a timekeeping system whereby Defendants rounded down Aggrieved Employees' work time, resulting in lost wages in an amount to be determined at trial.

~~66.~~87. Plaintiffs are also informed and believe and thereon allege that Defendants automatically deducted meal breaks that Aggrieved Employees did not take and which instead they actually worked through.

88. As a result of the foregoing, Defendants refused to pay Plaintiffs and Aggrieved Employees for the above-described hours at their regular rate or minimum wage rate in an amount to be determined at trial.

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**Reporting Time Pay.**

89. Applicable Wage Orders provide that for each workday an employee is required to and does in fact report to work, but is either not put to work or is furnished less than half of said employee's usual scheduled day's work, that employee should be paid for no less than half, and in no event less than two (2) hours, of the employees' regular rate of pay.

90. Plaintiffs and other Aggrieved Employees were frequently told by Defendants to report to work and were either not put to work or were furnished less than half of said employee's usual scheduled day's work.

91. Defendants routinely failed to pay the required reporting time wages to Plaintiffs and other Aggrieved Employees for each of these instances.

92. As a result, Plaintiffs have standing under the Labor Code Section 2699 *et seq*, and seeks representative PAGA penalties on behalf of Aggrieved Employees only.

**Split Shift Violations.**

93. Applicable Wage Orders provide that each workday when an employee works a "split shift", one (1) hour's pay at the State or local minimum wage (whichever is greater) must be paid in addition to the minimum wage for that workday.

94. A "split shift" is defined as a work schedule which is interrupted by non-paid, non-working periods established by the employer, other than bona fide rest or meal periods.

95. Defendants routinely scheduled Plaintiffs and other Aggrieved Employees for multiple different shifts throughout the same workday, separated by periods other than bona fide rest or meal breaks.

96. Defendants failed to pay Plaintiffs and other Aggrieved Employees one (1) hour's pay at the applicable minimum wage, which resulted in Plaintiffs and other Aggrieved Employees being paid less than the applicable minimum wage for that day.

97. As a further consequence, Defendants also failed to separately list "split shift" payments on Plaintiffs and other Aggrieved Employees wage statements.

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98. By way of example, on July 31, 2025, Plaintiff PILKINGTON worked a split shift, yet Defendants underpaid Plaintiff for her split shift. *See* **Exhibit 3**.

99. Plaintiffs are informed and believe and thereon allege that Defendants' unlawful conduct described in this Complaint was widespread, repeated, and consistent as to Aggrieved Employees and throughout Defendants' operations in California.

~~67.~~

**Failure to Pay State Overtime.**

~~68.~~100. During all times relevant, Plaintiffs are informed and believe and thereon allege that pursuant to company policy and/or practice and/or direction, Defendants failed to pay Plaintiff and Aggrieved Employees state overtime compensation and/or the correct amount of overtime and sick pay compensation.

~~69.~~101. This claim is generally premised on the facts described above, but when Plaintiff and Aggrieved Employees also had the right to overtime compensation, Defendants failed to pay Plaintiff and Aggrieved Employees overtime in an amount to be proven at trial.

102. Further, Defendants failed to accurately calculate the regular rate of pay and, thus, underpaid Aggrieved Employees overtime compensation at less than the rate required by law because Defendants failed to include, among other things, earned incentive pay, bonuses, shift differentials or other forms of compensation into Plaintiffs and Aggrieved Employees' regular rate of pay for overtime pay purposes in violation of California law. *See* § 49.1.1 of the California Division of Labor Standards and Enforcement Policies and Interpretations Manual.

103. For example, during the August 22, 2025 to September 4, 2025 pay period, Defendants paid Plaintiff PILKINGTON $493 quarterly bonus that covered the April 25, 2025 to July 24, 2025 period and Defendants made a number of true-up adjustments to Plaintiff PILKINGTON's overtime payments earned in previous pay periods, yet in the corresponding pay period Defendants neglected to make an adjustment to the 2.62 double time overtime she earned in the May 2, 2025 to May 8,

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2025 pay period, resulting in an underpayment of overtime in an amount to be proven at trial. *See* **Exhibit 2** (last page).

~~70.~~104. Plaintiffs are informed and believe and thereon allege that Defendants failed to pay Plaintiffs and Aggrieved Employees for the right amount of overtime and sick pay due to Defendants' failure to include "premium pay" into Plaintiffs and Aggrieved Employees' regular rate of pay for overtime and/or sick pay purposes in an amount to be proven at trial.

**Meal and Rest Break Claims.**

~~71.~~105. During all times relevant, Plaintiffs are informed and believe and thereon allege that pursuant to company policy and/or practice and/or direction, Defendants failed to authorize and/or permit Plaintiff and Aggrieved Employees to take all their compliant off-duty meal and rest breaks during the required timeframe as required by law and failed to pay them premium pay, in an amount to be proven at trial.

~~72.~~106. Under California Labor Code § 512(a) and applicable IWC Wage Orders: "An employer may not employ an employee for a work period of more than five hours per day without providing a meal period of not less than 30 minutes…"

107. Plaintiffs are informed and believe and thereon allege that when Plaintiff and Aggrieved Employees worked more than five and/or ten hours in a workday, they were deprived their right to take lawful meal breaks and Defendants failed to pay them premium pay for the missed or noncompliant meal breaks, in an amount to be proven at trial.

108. Examples of Plaintiff PILKINGTON's noncompliant meal breaks are as follows: On April 29, 2025, Plaintiff PILKINGTON worked 5 hours and 34 minutes straight before Defendants provided her lawful meal break; on May 2, 2025, Plaintiff PILKINGTON worked 5 hours and 50 minutes straight before Defendants provided her lawful meal break; on May 15, 2025, Plaintiff PILKINGTON worked 5 hours and 39 minutes before Defendants provided her lawful meal break; on May 20, 2025,

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Plaintiff PILKINGTON worked 5 hours and 20 minutes straight before Defendants provided her a lawful meal break; on May 22, 2025, Plaintiff PILKINGTON worked 5 hours and 50 minutes straight before Defendants provided her a lawful meal break; on June 2, 2025, Plaintiff PILKINGTON worked 5 hours and 6 minutes straight before Defendants provided her a lawful meal break; on June 9, 2025, , Plaintiff PILKINGTON worked 5 hours and 3 minutes straight before Defendants provided her a lawful meal break; on June 10, 2025, Plaintiff PILKINGTON worked 7 hours and 47 minutes straight before Defendants provided her a lawful meal break; on June 16, 2025, Plaintiff PILKINGTON worked 7 hours and 37 minutes straight before Defendants provided her a lawful meal break; on July 7, 2025, Plaintiff PILKINGTON worked 5 hours and 3 minutes straight before Defendants provided her a lawful meal break; and on August 10, 2025, Plaintiff PILKINGTON worked 5 hours and 6 minutes straight before Defendants provided her a lawful meal break. *See* **Exhibit 3**.

~~By way of example, the named Plaintiff maintains she often worked more than ten hour shifts without ever receiving a second meal or rest break, despite telling managers she missed her break.~~

~~73.~~109. Examples of Plaintiff PILKINGTON's missed meal breaks are as follows: On May 9, 2025, Plaintiff PILKINGTON worked over 5 hours and Defendants did not provide her a lawful meal break; on May 19, 2025, Plaintiff PILKINGTON worked over 5 hours and Defendants did not provide her a lawful meal break; on May 29, 2025, Plaintiff PILKINGTON worked a full day and Defendants did not provide her a lawful meal break; on June 2, 2025, Plaintiff PILKINGTON worked 5 hours and 6 minutes and the Defendants did not provide her a lawful meal break; on June 25, 2025, Plaintiff PILKINGTON worked 10 hours and 47 minutes and the Defendants did not provide her a lawful meal break; and on August 1, 2025, Plaintiff PILKINGTON worked nearly 10 hours and the Defendants did not provide her a lawful meal break. *See* **Exhibit 3**.

~~74. By way of example, the named Plaintiff maintains she often worked more~~

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~~than ten hour shifts without ever receiving a second meal or rest break, despite telling managers she missed her break.~~

~~75.~~110. For each meal period violation, the employer must pay the employee one additional hour of pay at the employee's regular rate of compensation (Labor Code § 226.7(c)), yet ~~the named Plaintiff~~Plaintiffs are ~~is~~ informed and believe~~s~~ and thereon allege~~s~~ that Defendants ~~never paid any~~did not pay them for ~~premium pay for~~ all missed or unlawful meal or rest breaks.

111. As for rest breaks, because of Defendants' policy, practice, and work demands, Defendants prevented Plaintiff and Aggrieved Employees from taking all their uninterrupted rest breaks to which they had the right to enjoy, in an amount to be proven at trial, and Defendants failed to pay them premium pay as required under California law. *See Augustus v. ABM Security Services,* 2 Cal. 5th 257 (2016).

112. Examples of rest break violations regarding Plaintiff PILKINGTON are as follows: On May 2, 2025, Plaintiff PILKINGTON worked 4 hours and 4 minutes without a rest break; on May 8, 2025, Plaintiff PILKINGTON worked 4 hours and 54 minutes without a rest break; on May 22, 2025, Plaintiff PILKINGTON , Plaintiff PILKINGTON worked 5 hours and 6 minutes and the Defendants did not provide her a lawful meal break worked 4 hours and 4 minutes without a rest break; on May 27, 2025, Plaintiff PILKINGTON worked 4 hours and 38 minutes without a rest break; on June 6, 2025, Plaintiff PILKINGTON worked 4 hours and 8 minutes without a rest break; on June 26, 2025, Plaintiff PILKINGTON worked 4 hours and 33 minutes without a rest break; on June 27, 2025, Plaintiff PILKINGTON worked 4 hours and 2 minutes without a rest break; on July 10, 2025. Plaintiff PILKINGTON worked 4 hours and 44 minutes without a rest break; on July 18, 2025, Plaintiff PILKINGTON worked 4 hours without a rest break; on July 27, 2025, Plaintiff PILKINGTON worked 4 hours and 5 minutes without a rest break; on August 10, 2025, Plaintiff PILKINGTON worked 4 hours and 3 minutes without a rest break; and on August 17, 2025, Plaintiff PILKINGTON worked 4 hours and 34 minutes without a rest break. *See*

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**Exhibit 3**.

113. For each rest period violation, the employer must pay the employee one additional hour of pay at the employee's regular rate of compensation (Labor Code § 226.7(c)), yet Plaintiffs are informed and believes and thereon alleges that Defendants did not pay premium pay for all missed or unlawful rest breaks to which she had the right to receive.

114. Further, by law, a California employer must add into the regular rate of pay nondiscretionary payments, such as bonuses, commissions, and similar forms of remuneration for meal and rest break premium payments. *See* § 49.1.1 of the California Division of Labor Standards and Enforcement Policies and Interpretations Manual; *Ferra v. Loews Hollywood Hotel, LLC,* 11 Cal. 5th 858 (2021) (held that "regular rate of compensation" under § 226.7 must be interpreted synonymously with "regular rate of pay" in § 510, meaning it must include all nondiscretionary payments (bonuses, commissions, shift differentials, etc.) when calculating the premium pay for missed breaks).

115. For example, during the August 22, 2025 to September 4, 2025 pay period, Defendants paid Plaintiff PILKINGTON $493 quarterly bonus that covered the April 25, 2025 to July 24, 2025 period and during which the Defendants made a number of true-up adjustments to Plaintiff's meal and rest break premium payments earned in previous pay periods, yet in the corresponding pay period Defendants neglected to make an adjustment to the one of the two meal period premium payments she earned in the May 2, 2025 to May 8, 2025 pay period and erroneously called one of the payments a "Rest Break Period Pay" when it should have said it was for "Meal Pay," (a standalone wage statement violation of Labor Code § 226), resulting in an underpayment of overtime to be proven at trial. *See* **Exhibit 2**.

~~76.~~

~~77.~~116. The foregoing are examples of what Plaintiffs believe are many instances of how Defendants prevented Plaintiffs/Aggrieved Employees from taking

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their lawful breaks.

**Failure to Reimburse.**

117. During all times relevant, Plaintiffs are informed and believe and thereon allege that pursuant to company policy and/or practice and/or direction, Defendants required Plaintiff and Aggrieved Employees to incur various work-related expenses which were never reimbursed.

118. As alleged above, Plaintiffs and AGGRIEVED EMPLOYEES were required to keep and maintain a smartphone to receive messages from managers on and off the job.

~~78.~~

~~79.~~119. Plaintiffs are informed and believe and thereon allege the unreimbursed purchases ~~the named Plaintiff~~Plaintiffs and Aggrieved Employees were required to make to perform their work include, but are not limited to cell phone usage, among other things. *See Cochran v. Schwan's Home Service, Inc.*, 228 Cal. App. 4th 1137 (2014) ("We hold that when employees must use their personal cell phones for work-related calls, Labor Code section 2802 requires the employer to reimburse them. Whether the employees have cell phone plans with unlimited minutes or limited minutes, the reimbursement owed is a reasonable percentage of their cell phone bills.")

**Erroneous Wage Statements in Violation of Labor Code § 226.**

120. During all times relevant, and pursuant to company policy and/or practice and/or direction and continuing to the present, and pursuant to company policy and/or practice and/or direction, Plaintiffs are informed and believe and thereon allege that Defendants issued confusing and inaccurate wage and earning statements to Plaintiff and Aggrieved Employees in violation of Labor Code § 226.

121. Defendants also issued wage statements to Plaintiff PILKINGTON that were inaccurate because Defendants mislabeled retroactive "Rest Break Period Pay" when it should have said it was for "Meal Pay," (*see* last page of **Exhibit 2**), as

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alleged above, supporting a standalone claim under Labor Code § 226.

~~80.~~

122. Plaintiffs allege Aggrieved Employees' wage statements were inaccurate because Defendants failed to pay them all wages, as alleged above, supporting a derivative claim under Labor Code § 226.

123. Plaintiffs are informed and believe and thereon allege that Defendants' unlawful conduct is widespread, repeated, and consistent throughout Defendants' operations in California.

~~81.~~

**Facts Relating to Derivative Claims, such as Labor Code §§ 201, 202, 203, 204, 204b, 256, etc.**

~~82.~~124. During all times relevant and pursuant to the above-mentioned policies, Plaintiffs are informed and believe and thereon allege that Defendants failed to pay all wages to which Plaintiff and Aggrieved Employees had the right to receive under the law in a timely manner.

~~83.~~125. As to ~~the named Plaintiff~~Plaintiffs specifically, as alleged above Defendants failed to timely pay Plaintiffs wages in violation of the Labor Code including but not limited to §§ 201-203, and 204.

~~84. For example, Defendants neglected to mail the named Plaintiff's paycheck in a timely manner and that it took the Defendants more than a week to issue Plaintiff's paycheck.~~

126. By way of example,~~Further~~, on or about August 21, 2025, the Defendants placed ~~the named Plaintiff~~Plaintiff PILKINGTON on administrative leave without pay (effectively, a termination), yet Defendants failed to issue Plaintiff's final paycheck on her date of termination in violation of the Labor Code.

~~85.~~127. Similarly, when Plaintiffs CUNNINGHAM, RYCHART, and HERNANDEZ's employment terminated, Defendants unlawfully paid them untimely.

**REPRESENTATIVE ACTION (PAGA) CLAIMS**

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~~86.~~128. This representative action filed pursuant to PAGA, §§ 2698, 2699 generally consists of the following group:

> **All current or former people Defendants characterized and employed as independent contractors in California from ~~August 21~~April 28, 202~~4~~0 to the present.**

~~87.~~129. All members of the represented group are referred to as the "Aggrieved Employees."

~~88.~~130. The "Representative Period" means from **April 28~~August 21~~, 202~~4~~0 to the present**.

~~89.~~131. Plaintiff further alleges, on information and belief, that Aggrieved Employees, did not receive all wages due at the time their employment ended with Defendants.

~~90.~~132. On information and belief, Defendants current and former employees were subject to wage and hour violations by Defendants, including failing to be paid for all wages due.

~~91.~~133. California law provides that an employee may file an action against an employer for penalties in connection with violations of the Labor Code and Wage Orders provided the aggrieved employee file an action on behalf of him or herself and similarly situated current and former employees.

~~92.~~134. At all material times, Defendants and DOES 1 through 50 were and/or are Aggrieved Employees' employers or persons acting on behalf of Aggrieved Employees' employer, within the meaning of California Labor Code § 558, who violated or caused to be violated, a section of Part 2, Chapter 1 of the California Labor Code or any provision regulating hours and days of work in any Order of the Industrial Welfare Commission and, as such, are subject to penalties for each underpaid employee as set for in Labor Code § 558.

~~93.~~135. As set forth in further detail below, because of the analysis and investigation of the Plaintiffs' claims, Plaintiffs' attorneys sent the required

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correspondence to the California Labor and Workforce Development Agency (LWDA) and to Defendants informing Defendants of Plaintiffs' claims and Plaintiffs' intent to pursue litigation.

**EXHAUSTION OF ADMINISTRATIVE REMEDIES**

~~94.~~136. Pursuant to the PAGA, on **August 21, 2024**, Plaintiffs, via counsel, sent correspondence to the LWDA and Defendants via certified U.S. Mail indicating that Plaintiffs are pursuing the claims alleged in this Complaint.

~~95.~~137. The statutory waiting period for the above referenced letter Plaintiffs has ~~NOT~~ expired and the LWDA did not serve Plaintiffs with notice of intent to assume jurisdiction over the applicable penalty claims and did not provide notice as set forth in Labor Code § 2699.3(a)(2)(A) within the statutory period.

~~96.~~138. Therefore, Plaintiffs have ~~NOT~~ exhausted Plaintiffs' administrative remedies to pursue claims and remedies as authorized by the PAGA ~~(YET)~~.

~~97.~~139. The Causes of Action alleged herein are appropriately suited for a representative action under the PAGA (Labor Code § 2698, *et seq*.) because:

a. This action involves allegations of violations of provisions of the California Labor Code that provide for a civil penalty to be assessed and collected by the LWDA or any departments, divisions, commissions, boards, agencies, or employees;

b. Plaintiffs are "aggrieved employees" because Defendants employed ~~the named Plaintiff~~Plaintiff PILKINGTON and Plaintiff is the victim of one or more of the Labor Code violations alleged in this Complaint committed by the Defendants; and

c. Plaintiffs have satisfied the procedural requirements of Labor Code § 2699.3, as set forth above.

**FIRST CAUSE OF ACTION**

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**Individual and Representative Claim via the PAGA for Failure to Pay State Minimum/Regular/Local Wages in Violation of California Labor Code §§ 200, 218, 218.5, 1182.12, 1194, 1197, 1197.1, 1811, 1815, and 1198 via the applicable Wage Order**

(Against all Defendants)

~~98.~~140. Plaintiffs reallege and incorporate by reference the foregoing allegations as though set forth herein.

~~99.~~141. Pursuant to California law, including but not limited to Labor Code §§ 200, 218, 218.5, 1194, 1197, 1197.1, 1811, 1815, 1198, and depending on the local jurisdiction, such as the Cities of Los Angeles, San Diego, San Francisco, etc., it is unlawful for a California employer to suffer or permit an employee to work without paying wages for all hours worked, as required by the applicable Industrial Welfare Commission (IWC) Wage Order and/or local law.

~~100.~~142. Plaintiffs are informed and believe and based thereupon allege that during all times relevant, Plaintiffs were not paid minimum/regular/local jurisdiction wages for all hours suffered or permitted to work in violation of California law.

~~101.~~143. During all times relevant, Defendants were required to pay Plaintiffs and other members of the Aggrieved Employees their respective hourly rate for all hours worked and/or minimum wages per state law or applicable local law.

~~102.~~144. During all times relevant, at least one of the IWC Wage Orders applied to Plaintiffs' employment with Defendants.

~~103.~~145. Pursuant to the applicable Wage Order, "hours worked" include the time during which an employee is "suffered or permitted to work, whether or not required to do so."

~~104.~~146. During the PAGA Period and based on the misconduct alleged above, Defendants did not pay Plaintiffs and Aggrieved Employees minimum/regular/local wages for all hours suffered or permitted to work in violation of state and/or local law.

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~~105.~~147. Labor Code § 1194 subdivision (a) permits an action to recover wages because of the payment of a wage less than the minimum wage "applicable to the employee" including attorneys' fees, costs, and interest.

~~106.~~148. At all material times, Defendants were and/or are Aggrieved Employees' employers or persons acting on behalf of Aggrieved Employees' employer, within the meaning of California Labor Code §§ 558 and 558.1, who violated or caused to be violated, a section of Part 2, Chapter 1 of the California Labor Code or any provision regulating hours and days of work in any Order of the Industrial Welfare Commission and, as such, are subject to civil penalties for each underpaid employee as set for in Labor Code § 558.

~~107.~~149. In committing the violations of state law as herein alleged, Plaintiffs are informed and believe based there upon allege that Defendants have knowingly and willfully refused to perform their obligations to compensate Aggrieved Employees for all wages earned and all hours worked.

~~108.~~150. As a direct result, Aggrieved Employees have suffered and continue to suffer, substantial losses related to the use and enjoyment of such compensation, wages, lost interest on such monies and expenses and attorneys' fees in seeking to compel Defendants to fully perform their obligations under state and/or local law.

~~109.~~151. Labor Code § 2699, *et seq.* imposes upon Defendants, and each of them, a penalty of one hundred dollars ($100.00) for each aggrieved employee per pay period for the initial violation and two hundred ($200.00) for each aggrieved employee per pay period for each subsequent violation in which Defendants violated the minimum/regular/ and or local wage provisions of California law, including but not limited to §§ 216, 218, 218.5, 227.3, 558, 1194, 1197, 1197.1, 1811, 1815, 1182.12, 1194.2, 1197, and 1198 the exact amount of the applicable penalty is all in an amount to be shown according to proof at trial.

~~110.~~152. Pursuant to Labor Code § 2699, Plaintiffs on behalf of the State of

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California and Aggrieved Employees seek to recover from Defendants, and each of them, penalties, attorneys' fees, and costs incurred herein in an amount to be determined at trial.

**SECOND CAUSE OF ACTION**

**Individual and Representative Claim via the PAGA for Failure to Pay State Overtime and/or Double-Time Compensation in Violation of California Labor Code §§ 216, 218, 218.5, 225.5, 510, 1182.12, 1194, 1194.2, 1197, 1197.1, 1811, 1815, and 1198 via the Applicable IWC Wage Order**

(Against all Defendants)

~~111.~~153. Plaintiffs reallege and incorporate by reference the foregoing allegations as though set forth herein.

~~112.~~154. During all times relevant, one or more of the IWC Wage Orders applied to Plaintiffs' employment with Defendants.

~~113.~~155. Pursuant to § 2(K) of the applicable Wage Order(s), including Wage Order 4, "hours worked" include the time during which an employee is "suffered or permitted to work, whether or not required to do so."

~~114.~~156. Pursuant to Labor Code §§ 510, 1194, 1194.2, and § 3 of the applicable Wage Order(s), for each hour (or fraction thereof) an employee works up to forty (40) hours in a week and eight (8) hours in a day, the employer must pay the employee's regular hourly wage.

~~115.~~157. For each hour (or fraction thereof) an employee works over forty (40) hours in a week or more than eight (8) hours in a workday the employer must pay the rate of one and a half times the employee's regular hourly wage. (*Ibid*.)

~~116.~~158. For each hour (or fraction thereof) an employee works more than twelve (12) hours in one day or more than eight (8) hours a day on the seventh consecutive day of work, the employer must compensate the employee at the rate of no less than twice the regular rate of pay for that employee. (*Ibid*.)

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~~117.~~159. During all times relevant, and pursuant to company policy and/or practice and/or direction, Defendants required Aggrieved Employees to work more than 40 hours per week and/or eight hours in a workday to which they had the right to receive wages and Defendants did not pay Plaintiff and the Aggrieved Employees all overtime compensation to which they should have received at the applicable wage rate.

~~118.~~160. As alleged herein, Defendants failed to pay Aggrieved Employees all overtime to which they had a right to receive.

~~119.~~161. In committing the violations of state law as herein alleged, Defendants have knowingly and willfully refused to perform their obligations to compensate Aggrieved Employees for all wages earned and all hours worked.

~~120.~~162. At all material times, Defendants were and/or are Aggrieved Employees' employers or persons acting on behalf of Aggrieved Employees' employer, within the meaning of California Labor Code §§ 558 and 558.1, who violated or caused to be violated, a section of Part 2, Chapter 1 of the California Labor Code or any provision regulating hours and days of work in any Order of the Industrial Welfare Commission and, as such, are subject to penalties for each underpaid employee as set for in Labor Code § 558.

~~121.~~163. In committing the violations of state law as herein alleged, Defendants have knowingly and willfully refused to perform their obligations to compensate Aggrieved Employees for all wages earned and all hours worked.

~~122.~~164. Labor Code § 2699, *et seq.* imposes upon Defendants, and each of them, a penalty of one hundred dollars ($100.00) for each aggrieved employee per pay period for the initial violation and two hundred ($200.00) for each aggrieved employee per pay period for each subsequent violation in which Defendants violated the overtime provisions of the Labor Code, including but not limited to §§ 510, 558 and 1194, the exact amount of the penalties sought is in an amount to be shown according to proof at trial.

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~~123.~~165. Pursuant to Labor Code § 2699, Plaintiffs on behalf of the State of California and Aggrieved Employees seek to recover from Defendants, and each of them, penalties, attorneys' fees, and costs incurred herein in an amount to be determined at trial.

**THIRD CAUSE OF ACTION**

**Individual and Representative Claim via the PAGA for Failure to Timely Pay Earned Wages Upon Separation of Employment in Violation of California Labor Code §§ 201, 202, 203, 204, 204b, 204.2, 210, 218.5, 218.6, 256, and 1198 via the applicable Wage Order**

(Against all Defendants)

~~124.~~166. Plaintiffs reallege and incorporate by reference the foregoing allegations as though set forth herein.

~~125.~~167. Pursuant to Labor Code § 201, "If an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately."

~~126.~~168. Pursuant to Labor Code § 202, "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 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 is entitled to his or her wages at the time of quitting."

~~127.~~169. Labor Code § 203 provides, in pertinent part: "If an employer willfully fails to pay, without abatement or reduction, ... any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefore is commenced; but the wages shall not continue for more than 30 days. ..."

~~128.~~170. Pursuant to Labor Code § 204, "all wages … earned by any person in any employment are due and payable twice during each calendar month, on days designated in advance by the employer as the regular paydays."

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~~129.~~171. Pursuant to Labor Code § 204b, "Labor performed by a weekly-paid employee during any calendar week and prior to or on the regular payday shall be paid for not later than the regular payday of the employer for such weekly-paid employee falling during the following calendar week."

~~130.~~172. Defendants did not properly pay Plaintiff and Aggrieved Employees pursuant to the requirements of Labor Code, including but not limited to §§ 201, 202, 203, 204, 204b, 204.2, 210, 218.5, 218.6, 256 and thereby Plaintiffs seek the unpaid wages.

~~131.~~173. To date, Defendants have not paid terminated Aggrieved Employees all earned wages as required by law and did not and continue to fails to pay current employees in a timely manner as required by law.

~~132.~~174. At all material times, Defendants and DOES 1 through 50 were and/or are Aggrieved Employees' employers or persons acting on behalf of Aggrieved Employees' employer, within the meaning of California Labor Code § 558, who violated or caused to be violated, a section of Part 2, Chapter 1 of the California Labor Code or any provision regulating hours and days of work in any Order of the Industrial Welfare Commission and, as such, are subject to penalties for each underpaid employee as set for in Labor Code § 558.

~~133.~~175. In committing the violations of state law as herein alleged, Defendants have knowingly and willfully refused to perform their obligations to compensate Aggrieved Employees for all wages earned and all hours worked.

~~134.~~176. Labor Code § 2699, *et seq*. imposes upon Defendants, and each of them, a penalty of one hundred dollars ($100.00) for each aggrieved employee per pay period for the initial violation and two hundred ($200.00) for each aggrieved employee per pay period for each subsequent violation in which Defendants violated the Labor Code, including but not limited to §§ 201, 201.3, 202, 203, 204, 204b, 204.2, 210, 218.5, 218.6, 256.

~~135.~~177. As alleged above, Defendants have deprived Plaintiffs and

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Aggrieved Employees of their rightfully earned wages as a direct and proximate result of Defendants' failure and refusal to pay said compensation and for the reasons alleged in this Complaint.

~~136.~~178. Pursuant to Labor Code § 2699, Plaintiffs on behalf of the State of California and Aggrieved Employees seek to recover from Defendants, and each of them, penalties, attorneys' fees, and costs incurred herein in an amount to be determined at trial.

**FOURTH CAUSE OF ACTION**

**Individual and Representative Claim for Penalties via the PAGA for Failure to Comply with the Meal and Rest Break Requirements Under Labor Code §§ 226.7, 512, and 1198 via the applicable IWC Wage Order**

(Against all Defendants)

~~137.~~179. Plaintiffs reallege and incorporate by reference the foregoing allegations as though set forth herein.

~~138.~~180. Based on the misconduct alleged in this Complaint, Defendants failed to pay Plaintiffs and Aggrieved Employees premium pay for all their missed meal and rest breaks and failed to comply with Labor Code §§ 226.7, 512, and 1198.

~~139.~~181. Because of Defendants' illegal pay practices, said Defendants failed to pay Plaintiffs and Aggrieved Employees for all meal and rest breaks despite their requirement under California law and, as such, all culpable Defendants are required to pay Plaintiffs and Aggrieved Employees for rest break and/or meal break premium wages.

~~140.~~182. Defendants also failed to provide Plaintiffs, and Aggrieved Employees, legally-compliant meal and rest periods, or compensation in lieu thereof, during their employment by said Defendants.

~~141.~~183. At all material times, Defendants were and/or are Aggrieved Employees' employers or persons acting on behalf of Aggrieved Employees' employer, within the meaning of California Labor Code §§ 558 and 558.1, who

violated or caused to be violated, a section of Part 2, Chapter 1 of the California Labor Code or any provision regulating hours and days of work in any Order of the Industrial Welfare Commission and, as such, are subject to penalties for each underpaid employee as set for in Labor Code § 558.

~~142.~~184. Cal. Labor Code § 2699, *et seq.* imposes upon all culpable Defendants a penalty of one hundred dollars ($100.00) for each aggrieved employee per pay period for the initial violation and two hundred ($200.00) for each aggrieved employee per pay period for each subsequent violation in which all culpable Defendants violated Cal. Labor Code §§ 226.7 and 512, the exact amount of the applicable penalty is all in an amount to be shown according to proof at trial.

~~143.~~185. Pursuant to Labor Code § 2699, Plaintiffs on behalf of the State of California and Aggrieved Employees seek to recover from Defendants, and each of them, penalties, attorneys' fees, and costs incurred herein in an amount to be determined at trial.

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**FIFTH CAUSE OF ACTION**

**Individual and Representative Claim for Penalties via the PAGA for Violations of California Labor Code §§ 226, 226.3, 226.6, and 1198 via the applicable IWC Wage Order**

(Against all Defendants)

~~144.~~186. Plaintiffs reallege and incorporate by reference the foregoing allegations as though set forth herein.

~~145.~~187. Labor Code § 226 subdivision (a) requires, in pertinent part, that every employer shall, "semimonthly or at the time of each payment of wages, shall furnish to his or her employees, either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately if wages are paid by personal check or cash, an accurate itemized statement in writing showing (1) gross wages

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earned, (2) total hours worked by the employee. . . (3) the number of piece-rate 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 only the last four digits of his or her social security number…, (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 and, beginning July 1, 2013, if the employer is a temporary services employer as defined in Section 201.3, the rate of pay and the total hours worked for each temporary services assignment. . .” (Labor Code § 226 subdivision (a).)

~~146.~~188. Based on the foregoing allegations, Defendants did not provide accurate wage statements to the Aggrieved Employees.

~~147.~~189. At all material times, Defendants were and/or are Aggrieved Employees’ employers or persons acting on behalf of Aggrieved Employees’ employer, within the meaning of California Labor Code §§ 558 and 558.1, who violated or caused to be violated, a section of Part 2, Chapter 1 of the California Labor Code or any provision regulating hours and days of work in any Order of the Industrial Welfare Commission and, as such, are subject to penalties for each underpaid employee as set for in Labor Code § 558.

~~148.~~190. Cal. Labor Code § 2699, *et seq.* imposes upon all culpable Defendants a penalty of one hundred dollars ($100.00) for each aggrieved employee per pay period for the initial violation and two hundred ($200.00) for each aggrieved employee per pay period for each subsequent violation in which all culpable Defendants violated the applicable Cal. Labor Code provisions alleged in this Complaint, the exact amount of the applicable penalty is all in an amount to be shown according to proof at trial.

~~149.~~191. Wherefore, pursuant to Labor Code § 2699, Plaintiffs on behalf of the State of California and Aggrieved Employees seek to recover from Defendants, and each of them, penalties, attorneys' fees, and costs incurred herein in an amount to be determined at trial.

**SIXTH CAUSE OF ACTION**

**Individual and Representative Claim for Penalties via the PAGA For Failure to Maintain Required Records in Violation of California Labor Code §§ 1174 and 1198 via the Applicable Wage Order**

(Against All Defendants)

192. Plaintiffs reallege and incorporate by reference the foregoing allegations as though set forth herein.

193. California Labor Code § 226, subdivision (b), requires employers doing business in the State of California to "afford current and former employees the right to inspect or copy records pertaining to their employment, upon a reasonable request to the employer…" and subdivision (c), requires employers to produce such records within "21 calendar days from the date of the request."

194. Plaintiff maintains the records requested fall within the meaning of Labor Code § 226 because, among other reasons, the requested documents are "records pertaining to [Plaintiff's] employment."

195. California Labor Code § 432, subdivision (b), requires employers doing business in the State of California to provide current, former employees, and applicants copies of all written instruments they sign upon request.

196. Plaintiff maintains the records requested fall within the meaning of Labor Code § 432 because some of the records requested constitute written instruments the Plaintiff signed.

197. California Labor Code § 1198.5, *et seq*., similarly provides current

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and former employees the right to inspect their employee personnel records and requires the employer to provide the employee access to such records no later than 30 calendar days from the date the employer receives a written request.

198. Plaintiff maintains the records requested fall within the meaning of Labor Code § 1198.5, *et seq*. because they were part of and/or related to Plaintiff's personnel file within the meaning of Labor Code § 1198.5.

199. As it pertains to "records," § 7 of Wage Order 4, in relevant part, provides:

> (A) Every employer shall keep accurate information with respect to each employee including the following:
> ***
> (3) **Time records showing when the employee begins and ends each work period.** Meal periods, split shift intervals and total daily hours worked shall also be recorded. Meal periods during which operations cease and authorized rest periods need not be recorded.
> (4) Total wages paid each payroll period, including value of board, lodging, or other compensation actually furnished to the employee.
> (5) Total hours worked in the payroll period and applicable rates of pay. **This information shall be made readily available to the employee upon reasonable request.**

~~150.~~ Wage Order 4, § 7 (emphasis added).

200. Plaintiffs seek to recover penalties pursuant to the PAGA from the Defendants for any violations of Labor Code §§ 226, 432, 1174, 1198, and 1198.5 for failing to maintain certain records which employers are required to maintain, including but not limited to, an accurate record indicating the number hours worked by the Plaintiffs

~~151.~~ Plaintiffs seek to recover penalties pursuant to the PAGA failure to provide employees with the ability to easily access wage statements and get hard

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copies at no expense to the employee ~~Section 7 of the applicable Wage Order requires every employer to maintain time and payroll records.~~

~~152.~~201. ~~Defendants failed to comply with § 7 of the applicable IWC Orders and with Labor Code § 1174 by failing to maintain certain records which employers are required to maintain, including but not limited to, all wage records~~.

~~153.~~202. At all material times, Defendants were and/or are Aggrieved Employees' employers or persons acting on behalf of Aggrieved Employees' employer, within the meaning of California Labor Code §§ 558 and 558.1, who violated or caused to be violated, a section of Part 2, Chapter 1 of the California Labor Code or any provision regulating hours and days of work in any Order of the Industrial Welfare Commission and, as such, are subject to penalties for each underpaid employee as set for in Labor Code § 558.

~~154.~~203. Cal. Labor Code § 2699, *et seq.* imposes upon all culpable Defendants a penalty of one hundred dollars ($100.00) for each aggrieved employee per pay period for the initial violation and two hundred ($200.00) for each aggrieved employee per pay period for each subsequent violation in which all culpable Defendants violated the applicable Cal. Labor Code provisions alleged in this Complaint, the exact amount of the applicable penalty is all in an amount to be shown according to proof at trial.

~~155.~~204. Wherefore, pursuant to Labor Code § 2699, Plaintiffs on behalf of the State of California and Aggrieved Employees seek to recover from Defendants, and each of them, penalties, attorneys' fees, and costs incurred herein in an amount to be determined at trial.

**SEVENTH CAUSE OF ACTION**

**Individual and Representative Claim for Penalties via the PAGA Claim for Failure to Reimburse Business Expenses in Violation of Labor Code §§ 1198 and 2802**

**(**Against All Defendants**)**

Thomas D. Rutledge
Attorney-at-Law
16956 Via de Santa Fe, Suite 1847
Rancho Santa Fe, California 92091
Telephone: (619) 886-7224

~~156.~~205. Plaintiffs reallege and incorporate by reference the foregoing allegations as though set forth herein.

~~157.~~206. Pursuant to California Labor Code § 2802, an employer must indemnify its employees "for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties . . . ."

~~158.~~207. Plaintiffs made necessary expenditures and incurred losses as a direct consequence of the discharge of their duties and in obedience to the directions of Defendants including, but not limited to cell phone and data expenses.

~~159.~~208. On information and belief, Defendants knew Plaintiffs were incurring the expenses and were responsible for reimbursing Aggrieved Employees for their expenditures and losses as a direct consequence of the discharge of their duties, but failed to do so.

~~160.~~209. At all material times, Defendants were and/or are Aggrieved Employees' employers or persons acting on behalf of Aggrieved Employees' employer, within the meaning of California Labor Code §§ 558 and 558.1, who violated or caused to be violated, a section of Part 2, Chapter 1 of the California Labor Code or any provision regulating hours and days of work in any Order of the Industrial Welfare Commission and, as such, are subject to penalties for each underpaid employee as set for in Labor Code § 558.

~~161.~~210. Cal. Labor Code § 2699, *et seq.* imposes upon all culpable Defendants a penalty of one hundred dollars ($100.00) for each aggrieved employee per pay period for the initial violation and two hundred ($200.00) for each aggrieved employee per pay period for each subsequent violation in which all culpable Defendants violated the applicable Cal. Labor Code provisions alleged in this Complaint, including but not limited to Labor Code §§ 2802 and 1198, the exact amount of the applicable penalty is all in an amount to be shown according to proof at trial, which Plaintiffs seek.

~~162.~~211. Wherefore, pursuant to Labor Code § 2699, Plaintiffs on behalf of

the State of California and Aggrieved Employees seek to recover from Defendants, and each of them, penalties, attorneys' fees, and costs incurred herein in an amount to be determined at trial.

**EIGHTH CAUSE OF ACTION**

**Individual and Representative Claim for Civil Penalties Under the PAGA for Violations of Labor Code §§ 246 and 246(l) and Municipal Paid Sick Leave Ordinances**

(Against all Defendants)

~~163.~~212. Plaintiffs reallege and incorporate by reference the foregoing allegations as though set forth herein.

~~164.~~213. Under Labor Code §§ 246, 246(l), and in some jurisdictions local law, employers in California must provide employees with paid sick leave to be paid at a specified rate of pay which must factor in additional earnings during a given pay period wherein such leave is used. *Wood v. Kaiser Foundation Hospitals,* 88 Cal. App. 5th 742 (2023).

~~165.~~214. Defendants did not pay sick leave to Aggrieved Employees in violation of California law.

~~166.~~215. Defendants have failed to (1) provide paid sick leave; (2) include required information about paid sick leave in wage notices and/or wage statements, including without limitation information on the amount of paid sick leave hours accrued; (3) provide required information about paid sick leave to employees, including without limitation at the time of hire; (4) at the time of hire, provide employees with written notice of the employer's name, address, and telephone number; (5) provide required information about paid sick leave in English, Spanish, Chinese, and in all languages spoken by 5% or more of the employees; (6) post required sick leave notices; (7) maintain payroll records; and/or (8) provide wage statements, and therefore Defendants have violated one or more municipal sick leave ordinances, including without limitation the sick leave ordinances of Berkeley,

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Emeryville, Long Beach, Los Angeles, Oakland, San Diego, San Francisco, and Santa Monica.

~~167.~~216. The PAGA imposes upon Defendants, and each of them, civil penalties for violating Labor Code §§ 246 and 246(l).

~~168.~~217. Civil penalties under the PAGA are equitable in nature. *Nationwide Biweekly Admin., Inc. v. Superior Ct. of Alameda Cty.,* 9 Cal. 5th 279 (2020).

~~169.~~218. At all material times, Defendants were and/or are Aggrieved Employees' employers or persons acting on behalf of Aggrieved Employees' employer, within the meaning of California Labor Code §§ 558 and 558.1, who violated or caused to be violated, a section of Part 2, Chapter 1 of the California Labor Code or any provision regulating hours and days of work in any Order of the Industrial Welfare Commission and, as such, are subject to penalties for each underpaid employee as set for in Labor Code § 558.

~~170.~~219. Labor Code § 2699(f) imposes upon Defendants, and each of them, civil penalties of one hundred dollars ($100) per pay period, per aggrieved employee for initial violations, and two hundred dollars ($200) per pay period, per aggrieved employee for subsequent violations for all Labor Code provisions for which a civil penalty is not specifically provided.

~~171.~~220. Pursuant to the PAGA, Labor Code § 2699(f), and/or any other applicable statute, Plaintiffs are seeking civil penalties against Defendants in an amount to be shown according to proof.

~~172.~~221. Pursuant to Labor Code § 248.5, if applicable herein, Plaintiffs seek to recover attorneys' fees, costs, equitable relief in the form of civil penalties, in an amount to be shown according to proof.

~~173.~~222. Wherefore, pursuant to Labor Code § 2699, Plaintiffs on behalf of the State of California and Aggrieved Employees seek to recover from Defendants, and each of them, penalties, attorneys' fees, and costs incurred herein in an amount to

be determined at trial.

**NINTH CAUSE OF ACTION**

**Individual and Representative Claim for Penalties via the PAGA Under California Labor Code §§ 2698, 2699, *et seq.* for Violations of California Labor Code subdivision (k) of Section 96, Sections 98.6, 201.5, 201.7, 203.1, 203.5, 204a, 204.1, 204.2, 205, 205.5, 206, 206.5, 208, 209, and 212, subdivision (d) of Section 213, Sections 221, 222, 222.5, 223, 224, 226.7, 227, 227.3, 230, 230.1, 230.2, 230.3, 230.4, 230.7, 230.8, and 231, subdivision (c) of Section 232, subdivision (c) of Section 232.5, Sections 233, 234, 245-249, 351, 353, and 403, subdivision (b) of Section 404, Sections 432.2, 432.5, 432.7, 435, 450, 511, 513, 551, 552, 601, 602, 603, 604, 750, 751.8, 800, 850, 851, 851.5, 852, 921, 922, 923, 970, 973, 976, 1021, 1021.5, 1025, 1026, 1101, 1102, 1102.5, 1153, 1197.5, 1198 via the appliable Wage Order, subdivision (b) of Section 1198.3, Sections 1199.5, 1290, 1292, 1293, 1293.1, 1294, 1294.1, 1294.5, 1296, 1297, 1298, 1301, 1308, 1308.1, 1308.7, 1309, 1309.5, 1391, 1391.1, 1391.2, 1392, 1683, and 1695, subdivision (a) of Section 1695.5, Sections 1695.55, 1695.6, 1695.7, 1695.8, 1695.9, 1696, 1696.5, 1696.6, 1697.1, 1700.25, 1700.26, 1700.31, 1700.32, 1700.40, 1700.47, 1735, 1777.5, 2651, and 2673, subdivision (a) of Section 2673.1, Sections 2695.2, 2751, 2800, 2801, 2806, and 2810, subdivision (b) of Section 2929, and Sections 3073.6, 6310, 6311, and 6399.7 and the Applicable Wage Order**

(Against all Defendants)

~~174.~~223. Plaintiffs reallege and incorporate by reference the foregoing allegations as though set forth herein.

~~175.~~224. This claim is premised on Plaintiffs' right to pursue all Labor Code claims on behalf of Aggrieved Employees per *Huff v. Securitas Security Services USA, Inc*., 23 Cal. App. 5th 745 (2018).

~~176.~~225. Pursuant to Labor Code § 2699, any provision of the Labor Code that provides for a civil penalty to be assessed and collected by the LWDA or any of

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its departments, divisions, commissions, boards, agencies or employees for violation of the code may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees pursuant to the procedures specified in Labor Code § 2699.3.

~~177.~~226. Plaintiffs are informed and believe, and based thereon allege, that because of the acts alleged above and Defendants' violations of the Labor Code provisions alleged herein, Plaintiffs are entitled to penalties under Labor Code §§ 2698 and 2699.

~~178.~~227. Plaintiffs are "aggrieved employees" because Plaintiffs were employed by the alleged violator and had one or more of the alleged violations committed against Plaintiffs, and therefore are properly suited to represent the interests of other current and former Represented Employees.

~~179.~~228. Labor Code § 2699(f) imposes upon Defendants, and each of them, civil penalties of one hundred dollars ($100) per pay period, per aggrieved employee for initial violations, and two hundred dollars ($200) per pay period, per aggrieved employee for subsequent violations for all Labor Code provisions for which a civil penalty is not specifically provided.

~~180.~~229. Labor Code § 2699, *et seq.* imposes upon Defendants, and each of them, penalties for violating Labor Code subdivision (k) of Section 96, Sections 98.6, 201.5, 201.7, 203.1, 203.5, 204a, 204.1, 204.2, 205, 205.5, 206, 206.5, 208, 209, and 212, subdivision (d) of Section 213, Sections 221, 222, 222.5, 223, 224, 226.7, 227, 227.3, 230, 230.1, 230.2, 230.3, 230.4, 230.7, 230.8, and 231, subdivision (c) of Section 232, subdivision (c) of Section 232.5, Sections 233, 234, 245-249, 351, 353, and 403, subdivision (b) of Section 404, Sections 432.2, 432.5, 432.7, 435, 450, 511, 513, 551, 552, 601, 602, 603, 604, 750, 751.8, 800, 850, 851, 851.5, 852, 921, 922, 923, 970, 973, 976, 1021, 1021.5, 1025, 1026, 1101, 1102, 1102.5, 1153, 1197.5, 1198 via the applicable Wage Order, subdivision (b) of Section 1198.3, Sections 1199.5, 1290, 1292, 1293, 1293.1, 1294, 1294.1, 1294.5, 1296, 1297, 1298, 1301,

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1308, 1308.1, 1308.7, 1309, 1309.5, 1391, 1391.1, 1391.2, 1392, 1683, and 1695, subdivision (a) of Section 1695.5, Sections 1695.55, 1695.6, 1695.7, 1695.8, 1695.9, 1696, 1696.5, 1696.6, 1697.1, 1700.25, 1700.26, 1700.31, 1700.32, 1700.40, 1700.47, 1735, 1777.5, 2651, and 2673, subdivision (a) of Section 2673.1, Sections 2695.2, 2800, 2801, 2806, and 2810, subdivision (b) of Section 2929, and Sections 3073.6, 6310, 6311, and 6399.7.

~~181.~~230. Labor Code § 558 establishes a civil penalty as follows: Any employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission (including the "Hours and Days of Work" section of the Wage Order) shall be subject to a civil penalty of (1) for any initial violation, fifty dollars ($50) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages; (2) for each subsequent violation, one hundred dollars ($100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages; and (3) wages recovered pursuant to this section shall be paid to the affected employee.

231. As to ~~the named Plaintiff~~Plaintiff PILKINGTON's claims that Defendants violated Labor Code §§ 98.6, 230-230.1, 1102.5, and 6310-6311, ~~the named Plaintiff~~Plaintiff PILKINGTON realleges and incorporate by reference the foregoing allegations as though set forth herein, to wit, that she was discriminated and wrongfully terminated for reporting sexual assault in the workplace.

232. As to Plaintiff PILKINGTON's claims that Defendants violated Labor Code 432.5 and 432.6, Defendants allegedly required Plaintiff and Aggrieved Employees to enter into invalid and unenforceable arbitration provisions as an express condition of employment, requiring employees to waive their rights to "bring, maintain, participate in, or receive money from any class, collective or representative proceeding."

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233. As to Plaintiff PILKINGTON's claims that Defendants violated Labor Code 1198 and IWC Wage Order No. 7-2001 section 14, as a matter of common policy and/or practice, Defendants failed to provide Plaintiff and Aggrieved Employees suitable seats and/or an adequate number of suitable seats in reasonable proximity to the work area, and did not permit Plaintiff and Aggrieved Employees to use such seats even where it did not interfere with the performance of their duties.

~~182.~~234.

~~183.~~235. Wherefore, pursuant to Labor Code § 2699, Plaintiffs on behalf of the State of California and Aggrieved Employees seek to recover from Defendants, and each of them, penalties, attorneys' fees, and costs incurred herein in an amount to be determined at trial.

**PRAYER FOR RELIEF**

WHEREFORE, Plaintiffs pray for judgment against Defendants as follows:

1. That Defendants be found liable to the Plaintiffs on behalf of the State of California and Aggrieved Employees;

2. For all remedies available to the to the Plaintiffs on behalf of the State of California and Aggrieved Employees under the applicable provisions of the Labor Code including an award of attorneys' fees, costs, interest, liquidated damages, damages, penalties and waiting time penalties according to proof to the extent permitted by law;

3. For all remedies available to the Plaintiffs on behalf of the State of California and Aggrieved Employees under the applicable provisions of the Labor Code via the PAGA Labor Code § 2698, *et seq*. including an award of attorneys' fees, costs, interest, liquidated damages, damages, penalties and waiting time penalties according to proof to the extent permitted by law;

4. For maximum civil penalties available to the Plaintiffs on behalf of the State of California and Aggrieved Employees under the Labor Code and applicable Wage Order as described more particularly in this Complaint, representative PAGA

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claims including the payment of wages as set forth in Labor Code § 558;

5. That Plaintiffs on behalf of the State of California and Aggrieved Employees be awarded reasonable attorneys' fees where available by law, including but not limited to pursuant to Labor Code § 2698, *et seq*., Code of Civil Procedure § 1021.5, and/or other applicable laws; and

6. For any other relief the Court may deem just, proper, and equitable.

Dated: October 27, 2025~~September 4, 2025~~ Law Office of Thomas D. Rutledge

By: *DRAFT*
/s/Thomas D. Rutledge, Esq.
Attorneys for Plaintiffs

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# Exhibit 6

State of California
Department of
Industrial Relations
EST. 1927

# PAGA NOTICE PUBLIC SEARCH

| Publicly Available | LWDA # | Submission Type | Submission Date | Submission Name | Employer Name | Employer City | Employer Zip Code | # of Impacted Employees | Law Firm for PAGA Plaintiff | Employer Filer Firm | Court Case # | Plaintiff for PAGA Case | Filer/Attorney for PAGA Case | Employer Filer |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| No | LWDA-CM-949773-23 | PAGA Notice | 04/20/23 | AP-4101594 | Circle K Stores Inc. | Lake Elsinore | 92530 | 1000 | Frontier Law Center | | | Nicholas Camacho | Daniel Ginzburg | |
| No | LWDA-CM-870494-22 | PAGA Notice | 02/28/22 | AP-3341793 | CIRCLE K STORES INC. | Tempe | 85284 | 250 | Haig B. Kazandjian Lawyers, APC | | | Reuben Lopez | Haig Kazandjian | |
| No | LWDA-CM-851991-21 | PAGA Notice | 11/11/21 | AP-3132699 | Circle K Stores Inc. | Tempe | 85284 | 8400 | Schneider Wallace Cottrell Konecky LLP | | 22CV005827 | Elise Medina | Carolyn Cottrell | |
| No | LWDA-CM-833060-21 | PAGA Notice | 05/24/21 | AP-2778660 | Circle K Stores, Inc. | Tempe | 85284 | 1000 | Scott Cole & Associates | | | Lance Hall | Jordan Enright-Schulz | |
| No | LWDA-CM-830621-21 | PAGA Notice | 04/28/21 | AP-2722927 | Circle K Stores, Inc. | | | 2000 | Aegis Law Firm | | 37-2021-00018913-CU-OE-CTL | Tiffany McDonald | Delaney Graves | |
| No | LWDA-CM-830621-21 | PAGA Notice | 04/28/21 | AP-2722928 | Circle K Stores, Inc. | | | 2000 | Aegis Law Firm | | 37-2021-00018913-CU-OE-CTL | Tiffany McDonald | Delaney Graves | |
| No | LWDA-CM-804339-20 | PAGA Notice | 08/28/20 | AP-2101325 | NG-27 Patan, Inc. d/b/a Circle K | Santa Clarita | 91355 | 5 | Law Offices of Daniel V. Santiago, P.C. | | | Gina T. Delgado | Daniel Santiago | |
| No | LWDA-CM-804339-20 | PAGA Notice | 08/28/20 | AP-2101326 | NG-27 Patan, Inc. d/b/a Circle K | Santa Clarita | 91355 | 5 | Law Offices of Daniel V. Santiago, P.C. | | | Gina T. Delgado | Daniel Santiago | |
| No | LWDA-CM-760203-19 | PAGA Notice | 12/04/19 | AP-1391233 | Circle K Stores Inc. | PHOENIX | 85072-2085 | | Blumenthal Nordrehaug Bhowmik De Blouw LLP | McDermott Will & Emery LLP | 37-2020-00016331-CU-OE-CTL | Stephen Mutchler | Nicholas De Blouw | Maria Rodriguez |
| No | LWDA-CM-743013-19 | PAGA Notice | 09/11/19 | AP-1100127 | Circle K, Inc. | Indio | 92203 | | Law Offices of Ramin R. Younessi, APLC | | | Alberto Lopez Corona | Ramin R. Younessi | |
| No | LWDA-CM-671645-19 | PAGA Notice | 03/01/19 | AP-826872 | Circle K Stores Inc. | PHOENIX | 85072-2085 | 500 | The Van Vleck Law Firm | | | Moeses Naffaa | Brian Van Vleck | |
| No | LWDA-CM-665632-19 | PAGA Notice | 02/11/19 | AP-799834 | Circle K Stores Inc. | PHOENIX | 85072-2085 | | Zakay Law Group, APC | | | Tiffany Rodriguez | Shani Zakay | |
| No | LWDA-CM-540741-18 | PAGA Notice | 05/25/18 | AP-451151 | Circle K Stores Inc. | PHOENIX | 85072-2085 | | The Markham Law Firm | | 34-2018-00234999 | Robin Swayzer | Pilar Cerecero | |
| No | LWDA-CM-482011-18 | PAGA Notice | 03/15/18 | AP-366566 | Circle K Stores Inc. | PHOENIX | 85072-2085 | 100 | BOUCHER LLP | | BC713699 | Prasanna Jayawickrama | Alexander Gamez | |
| No | LWDA-CM-301184-17 | PAGA Notice | 07/28/17 | AP-186651 | Circle K Stores Inc. | PHOENIX | 85072-2085 | | Crosner Legal, pc | | | Rosalie Singh | Zachary M. Crosner | |
| Yes | LWDA-CM-1137575-25 | PAGA Notice | 11/12/25 | AP-6253759 | CIRCLE K STORES INC. | Jurupa Valley | 92509 | 150 | Lavi & Ebrahimian, LLP | | 26CV170750 | Natalie Haddad | Gretta Delgadillo | |
| Yes | LWDA-CM-1120337-25 | PAGA Notice | 08/22/25 | AP-6103876 | CIRCLE K STORES INC. | Tempe | 85284 | 5000 | Law Office of Thomas D. Rutledge | | 25CU058108C | SAVANA PILKINGTON | Thomas Rutledge | |
| Yes | LWDA-CM-1113778-25 | PAGA Notice | 07/23/25 | AP-6048963 | Circle K | Hanford | 93230 | 7000 | Pro Per | | | Trenton | Trenton Delao | |
| No | LWDA-CM-1097002-25 | PAGA Notice | 05/07/25 | AP-5901560 | Circle K Stores, Inc. (Cal. 498213) | Tempe | 85284 | 100 | The Kick Law Firm, APC | | | Lyndsey Gencur | Alina Muresan | |
| No | LWDA-CM-1046273-24 | PAGA Notice | 08/19/24 | AP-5418160 | Circle K Stores Inc. | Santa Fe Springs | 90670 | 50 | Haig B Kazandjian Lawyers APC | McDermott Will & Emery | 24NWCV04080 | Gerardo Marquez | Haig Kazandjian | Megan Lee |
| Yes | LWDA-CM-1044711-24 | PAGA Notice | 08/09/24 | AP-5400773 | CIRCLE K STORES INC. | Tempe | 85284 | 100 | Lipeles Law Group APC | McDermott Will & Emery | 24CECG03445 | Donnitta Carter | Kevin Lipeles | Megan Lee |
| No | LWDA-CM-1005798-24 | PAGA Notice | 01/18/24 | AP-5011400 | Circle K Stores, Inc. | Twentynine Palms | 92277 | 1000 | McCune Law Group APC | | | Rick L. Remmers | Michele Vercoski | |

# Exhibit 7

PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

**September 10, 2026**

| CASE ASSUMPTIONS | |
|---|---|
| Class Members | 9,000 |
| Opt Out Rate | N/A |
| Opt Outs Received | |
| Total Class Claimants | 9,000 |
| Subtotal Admin Only | **$24,900.00** |

**Flat Fee Total $24,900.00**

**For 9000 Class Members**

**Pricing Good for Scope of Estimate Only**

**All Aspects of Escheating to the State of CA Included**

**Spanish Translation, Printing & Mailing Included**

## Case: CIP, PAGA Administration


**Phoenix Contact: Michael E. Moore**
**Contact Number: 949.331.0131**
**Email: mike@phoenixclassaction.com**

**Requesting Attorney: Thomas D. Rutledge**
**Firm: Law Office of Thomas D. Rutledge**
**Contact Number: 858-883-2000**
**Email: thomasrutledgelaw@gmail.com**


Assumptions and Estimate are based on information provided by counsel. If class size changes, PHX will need to adjust this Estimate accordingly. Estimate is based on **9000** Class Members. Class data **Must** be sent in Microsoft Excel or uploaded in the same format. Class Data Must be sent in one spreadsheet, with no additional programming needed. A rate of $150 per hour will be charged for any additional analysis or programming. Pricing good for 90 day

| Case & Database Setup / Toll Free Setup & Call Center / NCOA (USPS) | | | |
|---|---|---|---|
| **Administrative Tasks:** | **Rate** | **Hours/Units** | **Line Item Estimate** |
| Programming Manager | $100.00 | 2 | $200.00 |
| Programming Database & Setup | $100.00 | 1 | $100.00 |
| Toll Free Setup* | $100.00 | 1 | $100.00 |
| Call Center & Long Distance | $2.50 | 20 | $50.00 |
| NCOA (USPS) | $1,600.00 | 1 | $1,600.00 |
| | | **Total** | **$2,050.00** |

* Up to 120 days after disbursement

| Data Merger & Scrub / PAGA Letter & Check / Postage / SpanishTranslation | | | |
|---|---|---|---|
| **Project Action** | **Rate** | **Hours/Units** | **Line Item Estimate** |
| Notice Packet Formatting | $100.00 | 1 | $100.00 |
| Data Merge & Duplication Scrub | $0.09 | 9,000 | $810.00 |
| PAGA Letter and Check Packet | $1.00 | 9,000 | $9,000.00 |
| Estimated Postage (up to 1 oz.)* | $0.64 | 9,000 | $5,760.00 |
| | | **Total** | **$15,670.00** |

* Prices good for 90 days. Subject to change with the USPS Rate or change in Notice pages or Translation, if any.

PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

| Skip Tracing & Remailing PAGA Packets / Tracking & Programming Undeliverables | | | |
|---|---|---|---|
| **Project Action:** | **Rate** | **Hours/Units** | **Line Item Estimate** |
| Case Associate | $55.00 | 3 | $165.00 |
| Skip Tracing Undeliverables | $0.75 | 1,491 | $1,118.00 |
| Remail PAGA Packets | $0.65 | 1,486 | $966.00 |
| Estimated Postage | $0.64 | 1,486 | $951.00 |
| Programming Undeliverables | $50.00 | 1 | $50.00 |
| | | **Total** | **$3,250.00** |

| Case Management | | | |
|---|---|---|---|
| **Project Action:** | **Rate** | **Hours/Units** | **Line Item Estimate** |
| Case Associate | $55.00 | 3 | $165.00 |
| Case Manager | $85.00 | 2 | $170.00 |
| | | **Total** | **$335.00** |

| Calculation & Disbursement Programming/ Create & Manage QSF/ Mail Checks | | | |
|---|---|---|---|
| **Project Action:** | **Rate** | **Hours/Units** | **Line Item Estimate** |
| Programming Calculations | $135.00 | 1 | $135.00 |
| Disbursement Review | $135.00 | 1 | $135.00 |
| Programming Manager | $95.00 | 2 | $190.00 |
| QSF Bank Account & EIN | $135.00 | 1 | $135.00 |
| Check Run Setup & Printing | $135.00 | 2 | $270.00 |
| | | **Total** | **$865.00** |

* Checks are printed on 8.5 x 11 in. sheets with W2/1099 Tax Filing

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CLASS ACTION ADMINISTRATION SOLUTIONS

| Tax Reporting & Reconciliation / Re-Issuance of Checks / Conclusion Reports and Declarations | | | |
|---|---|---|---|
| **Project Action:** | **Rate** | **Hours/Units** | **Line Item Estimate** |
| Case Supervisor | $115.00 | 2 | $230.00 |
| Remail Undeliverable Checks (Postage Included) | $1.50 | 366 | $550.00 |
| Case Associate | $55.00 | 3 | $165.00 |
| Reconcile Uncashed Checks | $85.00 | 4 | $340.00 |
| Conclusion Reports | $115.00 | 2 | $230.00 |
| Case Manager Conclusion | $85.00 | 2 | $170.00 |
| Final Reporting & Declarations | $115.00 | 3 | $345.00 |
| QSF Annual Tax Reporting * (State Tax Reporting & Escheating Uncashed Checks to the State of CA included) | $700.00 | 1 | $700.00 |
| Check to Cy-Pres | $150.00 | 1 | Included |
| | | **Total** | **$2,730.00** |

* All applicable California State & Federal taxes, which include SUI, ETT, and SDI, and FUTA filings. Additional taxes are Defendant's responsibilty.

**Estimate Total: $24,900.00**

PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

# TERMS AND CONDITIONS

**Provisions:** The case estimate is in good faith and does not cover any applicable taxes and fees. The estimate does not make any provision for any services or class size not delineated in the request for proposal or stipulations. Proposal rates and amounts are subject to change upon further review, with Counsel/Client, of the Settlement Agreement. Only pre-approved changes will be charged when applicable. No modifications may be made to this estimate without the approval of PSA (Phoenix Settlement Administrators). All notifications are mailed in English language only unless otherwise specified. Additional costs will apply if translation into other language(s) is required. Rates to prepare and file taxes are for Federal and California State taxes only. Additional charges will apply if multiple state tax filing(s) is required. **Pricing is good for ninety (90) days.**

**Data Conversion and Mailing:** The proposal assumes that data provided will be in ready-to-use condition and that all data is provided in a single, comprehensive Excel spreadsheet. PSA cannot be liable for any errors or omissions arising due to additional work required for analyzing and processing the original database. A minimum of two (2) business days is required for processing prior to the anticipated mailing date with an additional two (2) business days for a National Change of Address (NCOA) update. Additional time may be required depending on the class size, necessary translation of the documents, or other factors. PSA will keep counsel apprised of the estimated mailing date.

**Claims:** PSA's general policy is to not accept claims via facsimile. However, in the event that facsimile filing of claims must be accepted, PSA will not be held responsible for any issues and/or errors arising out of said filing. Furthermore, PSA will require disclaimer language regarding facsimile transmissions. PSA will not be responsible for any acts or omissions caused by the USPS. PSA shall not make payments to any claimants without verified, valid Social Security Numbers. All responses and class member information are held in strict confidentiality.

**Payment Terms**: All postage charges and 50% of the final administration charges are due at the commencement of the case and will be billed immediately upon receipt of the data and/or notice documents. PSA bills are due upon receipt unless otherwise negotiated and agreed to with PSA by Counsel/Client. In the event the settlement terms provide that PSA is to be paid out of the settlement fund, PSA will request that Counsel/Client endeavor to make alternate payment arrangements for PSA 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 Defendant, or no later than the time of disbursement. Amounts not paid within thirty (30) days are subject to a service charge of 1.5% per month or the highest rate permitted by law.

**Tax Reporting Requirements**

PSA will file the necessary tax returns under the EIN of the QSF, including federal and state returns. Payroll tax returns will be filed if necessary. Under the California Employment Development Department, all taxes are to be reported under the EIN of the QSF with the exception of the following taxes: Unemployment Insurance (UI) and Employment Training Tax (ETT), employer-side taxes, and State Disability Insurance (SDI), an employee-side tax. These are reported under Defendant's EIN. Therefore, to comply with the EDD payroll tax filing requirements we will need the following information:

1. Defendant's California State ID and Federal EIN.

2. Defendant's current State Unemployment Insurance (UI) rate and Employment Training Tax (ETT) rate. This information can be found in the current year DE 2088, Notice of Contribution Rates, issued by the EDD.

3. Termination dates of the class members, or identification of current employee class members, so we can account for the periods that the wages relate to for each class member.

4. An executed Power of Attorney (Form DE 48) from Defendant. This form is needed so that we may report the UI, SDI, and ETT taxes under Defendant's EIN on their behalf. If this form is not provided we will work with the EDD auditors to transfer the tax payments to Defendant's EIN.

5. Defendant is responsible for reporting the SDI portion of the settlement payments on the class member's W-2. PSA will file these forms on Defendant's behalf for an additional fee and will issue an additional W-2 for each class member under Defendant's EIN, as SDI is reported under Defendant's EIN rather than the EIN of the QSF. The Power of Attorney (Form DE 48) will be needed in order for PSA to report SDI payments.

# CASE NAME: WIP

**Requesting Attorney:** Thomas D. Rutledge
**Plaintiff or Defense:** Plaintiff
**Firm Name:** Law Ofc of Thomas D. Rutledge
**Telephone:** (619) 886-7224
**Email:** thomasrutledgelaw@gmail.com

**Date:** September 9, 2026
**Prepared By:** Julie Green
50 Corporate Park, Irvine CA 92606
Julie@CPTGroup.com
**Direct Number:** (949) 428-1042
**Main Number:** (800) 542-0900

## PROJECT ASSUMPTIONS & ADMINISTRATIVE COSTS

| | | | |
|---|---|---|---|
| **Number of Aggrieved Employees:** | 9,000 | **Check Reminder Postcard:** | No |
| **Language Translation Services:** | No | **Unclaimed Funds:** | SCO |
| **Settlement Website:** | No | **Postage Total:** | $7,231.60 |
| **Payment Option:** | Check | **Grand Total:** | $40,367.10 |
| **Undeliverable Check Rate:** | 10% | **CPT'S DISCOUNTED FEE:** | **$29,000.00** |

The services and numbers reflected herein are estimates based on the information provided by counsel at the time of this Bid. If the actual services and numbers are different, our cost estimate will change accordingly. Client expressly acknowledges and agrees that estimated fees and costs may fluctuate and agrees to pay for any such increases to such estimates as if set forth herein.

The attached Terms and Conditions are included as part of and incorporated by reference to our cost proposal. By accepting our cost proposal for this matter, you are thereby agreeing to the Terms and Conditions.

## CASE SETUP

After receiving the data, CPT will scrub all records to eliminate duplicates and anomalies; this process is designed to achieve a higher success percentage in delivering the distribution proceeds. Each aggrieved employee will receive a unique mailing ID that will be utilized for all administrative purposes. CPT will perform an address update via NCOA and, if necessary, conduct an additional skip trace in order to ensure that mail is delivered to the most current address possible.

| ADMINISTRATIVE TASKS | UNIT PRICE | PIECES/HOURS | COST ESTIMATE |
|---|---|---|---|
| Project Manager: Case Intake & Review | $95.00 | 8 | $760.00 |
| Project Manager: Format Documents | $95.00 | 1 | $95.00 |
| Programming: Data Base Setup | $150.00 | 8 | $1,200.00 |
| National Change of Address Search (NCOA) | $350.00 | 1 | $350.00 |
| XML Lex ID Skip Trace | $0.50 | 900 | $450.00 |
| | | **Sub Total:** | **$2,855.00** |

## AGGRIEVED EMPLOYEE SUPPORT

CPT will establish a toll-free telephone number equipped with interactive voice response (IVR) capabilities and live customer support representatives. Live support will be available during regular business hours, Monday to Friday, 9:00 AM to 5:30 PM, Pacific Time (PT). The dedicated case phone number shall be operational for a maximum of 120 days following the disbursement.

| ADMINISTRATIVE TASKS | UNIT PRICE | PIECES/HOURS | COST ESTIMATE |
|---|---|---|---|
| Toll-Free Number Establish/Setup | $150.00 | 2 | $300.00 |
| Live Call Center Support Reps. | $2.00 | 900 | $1,800.00 |
| | | **Sub Total:** | **$2,100.00** |

## SSN VERIFICATION

Authenticate Social Security Number for validity using IRS verification processes and/or IRS backup withholding processes.

| ADMINISTRATIVE TASKS | UNIT PRICE | PIECES/HOURS | COST ESTIMATE |
|---|---|---|---|
| Programming: SSN Selection | $150.00 | 1 | $150.00 |
| Department Manager: Analysis & Reporting | $95.00 | 3 | $285.00 |
| IRS SSN Verification | $0.07 | 9,000 | $630.00 |
| | | **Sub Total:** | **$1,065.00** |

# DISTRIBUTION SERVICES

CPT will establish a 26 CFR § 1.468B-1 compliant Qualified Settlement Fund (QSF). Upon approval, CPT will perform the required payment calculations, and once approved by the parties, CPT will print a one-page notice and issue a (MICR) check to all eligible employees. CPT will also issue an IRS Form 1099 when applicable. CPT utilizes the bank's Payee Positive Pay to prevent check fraud and performs monthly account reconciliations for the QSF bank account. Undeliverable checks are skip-traced to obtain a current address and are remailed accordingly. Requests for check reissues will be processed throughout the check-cashing period. CPT's administration of the QSF will continue for a maximum duration of one year following the initial distribution of funds.

| ADMINISTRATIVE TASKS | UNIT PRICE | PIECES/HOURS | COST ESTIMATE |
|---|---|---|---|
| Programming: Calculation Totals | $150.00 | 3 | $450.00 |
| Project Supervisor: Review of Distribution | $150.00 | 9 | $1,350.00 |
| Project Manager: Correspondence w/Parties | $95.00 | 5 | $475.00 |
| Programming: Setup & Printing of Checks | $150.00 | 8 | $1,200.00 |
| Obtain EIN, Setup QSF/Bank Account | $150.00 | 3 | $450.00 |
| Print & Mail Notice, Checks & 1099 | $1.50 | 9,000 | $13,500.00 |
| First-Class Postage (up to 1 oz.)* | $0.70 | 9,000 | $6,300.00 |
| Project Supervisor: Account Reconciliation | $150.00 | 6 | $900.00 |
| Update Undeliverable Checks Database | $0.50 | 900 | $450.00 |
| Clerical Staff | $60.00 | 2 | $120.00 |
| Skip Trace for Best Address | $0.50 | 900 | $450.00 |
| Remail Undeliverable Checks | $3.00 | 819 | $2,457.00 |
| First-Class Postage (up to 1 oz.) | $0.78 | 819 | $638.82 |
| Re-Issue Checks as Required | $5.00 | 360 | $1,800.00 |
| First-Class Postage (up to 1 oz.) | $0.78 | 360 | $280.80 |
| | | **Sub Total:** | **$30,821.62** |

*Postage costs are subject to change at anytime. The final rate will be determined at the time of mailing.

# TAX REPORTING & SETTLEMENT CONCLUSION

CPT prepares annual tax reporting on behalf of the QSF and Federal taxes in accordance with current regulations. All parties will be furnished with weekly and final reports. A declaration attesting to due process will be provided to all parties.

| ADMINISTRATIVE TASKS | UNIT PRICE | PIECES/HOURS | COST ESTIMATE |
|---|---|---|---|
| Project Supervisor: Reconcile Uncashed Chk | $150.00 | 1 | $150.00 |
| Programming: Weekly & Final Reports | $150.00 | 2 | $300.00 |
| Project Supervisor: Final Declaration | $150.00 | 2 | $300.00 |
| Project Manager: Account Files Sent to Atty | $95.00 | 2 | $190.00 |
| Annual Tax Reporting to IRS* | $1,000.00 | 1 | $1,000.00 |
| QSF Annual Tax Reporting | $500.00 | 1 | $500.00 |
| | | **Sub Total:** | **$2,440.00** |

*CPT will file Federal taxes in accordance with current regulations.

# SCO ESCHEATMENT PROCESSING

Escheatment Processing to the State Controller Unclaimed Property Division / Uncashed Check Rate 21%

| ADMINISTRATIVE TASKS | UNIT PRICE | PIECES/HOURS | COST ESTIMATE |
|---|---|---|---|
| UPEnterprise Reporting Services | $0.15 | 1,890 | $283.50 |
| Project Manager: Reporting & Remittance | $95.00 | 2 | $190.00 |
| Project Supervisor: Review of Report | $150.00 | 1 | $150.00 |
| Certified Mail Report to SCO | $11.98 | 1 | $11.98 |
| Add'l Account Recons | $150.00 | 3 | $450.00 |
| | | **Sub Total:** | **$1,085.48** |

| | |
|---|---|
| **Total Administration Costs:** | **$40,367.10** |
| ***Courtesy Discount:*** | ***-$11,367.10*** |
| **CPT'S DISCOUNTED FLAT FEE:** | **$29,000.00** |

# TERMS AND CONDITIONS

These Terms and Conditions ("**Terms and Conditions**") are made a part of, and incorporated by reference into, any Bid presented by CPT Group, Inc. ("**CPT**") to Client. Each of Client and CPT is a "**Party**" to this Agreement, and collectively, the "**Parties**".

1. Definitions.
   a) "**Affiliate**" means a party that partially (at least 50%) or fully controls, is partially or fully controlled by, or is under partial (at least 50%) or full common control with another party.
   b) "**Agreement**" means these Terms and Conditions and the Bid.
   c) "**Applicable Laws**" means all applicable local, state and federal laws, ordinances, rules and regulations.
   d) "**Approved Bank**" means any financial institution that is insured by the Federal Deposit Insurance Corporation.
   e) "**Bid**" means a proposal, statement of work, order form, and/or schedule for Services (including any and all addendums, exhibits, or amendments thereto) provided by CPT to Client.
   f) "**Case**" means the case referred to in the attached Bid and/or the particular judicial matter identified by the name of plaintiff(s) and defendant(s) on the caption of the applicable Court Order.
   g) "**Class**" means Members and putative Members collectively.
   h) "**Client**" means the party or parties engaging CPT for Services as set forth in the Bid, namely Plaintiff Counsel and/or Defense Counsel.
   i) "**Confidential Information**" means any non-public information of CPT or Client disclosed by either Party to the other Party, either directly or indirectly, in writing, orally or by inspection of tangible objects, or to which the other Party may have access, which a reasonable person would consider confidential and/or which is marked "confidential" or "proprietary" or some similar designation by the disclosing Party. Confidential Information shall also include the terms of this Agreement, except where this Agreement specifically provides for disclosure of certain items. Confidential Information shall not, however, include the existence of the Agreement or any information which the recipient can establish: (i) was or has become generally known or available or is part of the public domain without direct or indirect fault, action, or omission of the recipient; (ii) was known by the recipient prior to the time of disclosure, according to the recipient's prior written documentation; (iii) was received by the recipient from a source other than the discloser, rightfully having possession of and the right to disclose such information; or (iv) was independently developed by the recipient, where such independent development has been documented by the recipient.
   j) "**Court Order**" means a legal command or direction issued by a court, judicial office, or applicable administrative body requiring one or more Parties To The Case to carry out a legal obligation pursuant to the Case.
   k) "**Defendant**" means the named Party and/or Parties in the Case against whom action is brought.
   l) "**Defense Counsel**" means the attorney(s) of record for the Defendant(s) in the Case.
   m) "**Intellectual Property Right**" means any patent, copyright, trade or service mark, trade dress, trade name, database right, goodwill, logo, trade secret right, or any other intellectual property right or proprietary information right, in each case whether registered or unregistered, and whether arising in any jurisdiction, including without limitation all rights of registrations, applications, and renewals thereof and causes of action for infringement or misappropriation related to any of the foregoing.
   n) "**Member**" means an individual who is eligible under the Case or Class to receive a communication about their pending legal rights under the matter and/or designated amount of the Settlement, including the named Plaintiff(s) in the Case and all other putative persons or other parties in the representative action so designated or addressed therein.
   o) "**Member Content**" means all Member written document communications relating to the Case, including claim forms, opt-out forms, and/or objections, which may contain Member Data.
   p) "**Member Data**" means proprietary or personal data regarding Members under this Agreement.
   q) "**Parties To The Case**" shall mean collectively Defendant(s) and Plaintiff(s) as defined in the Settlement Agreement or Court Order.
   r) "**Plaintiff**" means the named party and/or parties in the Case who are bringing the action.
   s) "**Plaintiff Counsel**" means the attorney(s) of record for Plaintiff(s) in the Case, and/or upon certification by the Court the attorney(s) of record designated to represent the Class.
   t) "**Products**" means any and all CPT Services and work product resulting from Services.
   u) "**Qualified Settlement Fund**" or "**QSF**" means a bank account established pursuant to U.S. Department of Treasury Regulations §1468B-1.
   v) "**Service**" means any service rendered by CPT specifically to Client, including, but not limited to: (i) notifications to Members; (ii) setting up a QSF with an Approved Bank; (iii) management of disbursement of funds from the QSF to applicable parties pursuant to the Settlement Agreement; (iv) provision of customer support relating to the Case; (v) management of Case claim forms and correspondence; and/or (vi) any administrative or consulting service.
   w) "**Settlement Agreement**" means the contract between Parties To The Case to resolve the same, which specifies amounts to be disbursed from the Qualified Settlement Fund to attorneys, CPT, and individual Members.
   x) "**Settlement Amount**" means the total dollar amount agreed to between Parties To The Case to resolve the Case to mutual satisfaction.
   y) "**Software**" means any and all of CPT's software applications, including, without limitation, all updates, revisions, bug-fixes, upgrades, and enhancements thereto.
   z) "**Transmission Methods**" means the secure authorized manner to send Member Data and/or Wire Information as specified on a schedule or exhibit hereto.
   aa) "**Term**" means the period commencing on the date set forth on the Bid and continuing until the date of final judgment (if a settlement) or upon completion of all Services as set forth in the Bid.
   bb) "**Wire Information**" means instructions for (i) Defense Counsel to transfer funds from Defendant to the Qualified Settlement Fund or (ii) CPT to transfer funds from the Qualified Settlement Fund to applicable parties pursuant to the Settlement Agreement.
2. Client Obligations. Client will ensure that it has obtained all necessary consents and approvals for CPT to access and use Member Data for the purposes permitted under this Agreement and shall only transmit Member Data and/or Wire Information to CPT via the Transmission Methods. Client shall use and maintain appropriate administrative, technical, and physical safeguards designed to protect Member Data provided under this Agreement. Client further warrants that any Member Data, Wire Information, or other content, data, materials, or information it transmits shall be free of viruses, worms, Trojan horses, or other harmful or disenabling codes which could adversely affect Member Data and/or CPT. If Client is in breach of this section, CPT may suspend Services, in addition to any other rights and remedies CPT may have at law or in equity.
3. CPT Obligations. CPT will (i) maintain appropriate safeguards designed to protect Member Data, including regular back-ups, security and incident response protocols, and (ii) not access or disclose Member Data except (A) as compelled by law, (B) to prevent or address service or technical issues, (C) in accordance with this Agreement or the provisions of the Settlement Agreement, or (D) if otherwise permitted by Parties To The Case, Members, Plaintiff Counsel or Defense Counsel as applicable.
4. Security. Client and CPT shall each use reasonable administrative, technical, and physical safeguards that are reasonably designed to: (a) protect the security and confidentiality of any Member Data in its possession or control under this Agreement; (b) protect against any anticipated threats or hazards to the security or integrity of such Member Data; (c) protect against unauthorized access to or use of such Member Data that could result in substantial harm or inconvenience to any individual; and (d) protect against unauthorized access to or use of such Member Data in connection with its disposal.
   a) Incident Notification. In the event a Party discovers that Member Data relating to the Case is the subject of (i) any unauthorized acquisition, loss, access or use and/or (ii) an actual or suspected breach concerning such Party's systems (items (i) and/or (ii) a "**Security Incident**"), or a Party has a reasonable belief that a Security Incident has occurred or is at risk of occurring, such Party will promptly but no later than forty-eight (48) hours of its discovery of such circumstances, inform the other Parties in the event of such Security Incident, and shall utilize best efforts to assist the other Parties to mitigate the effects of such Security Incident.
   b) Response Procedures. In the event of a Security Incident, the breached party shall (i) cooperate with any reasonable investigation concerning the Security Incident by the other Parties, regulators and/or law enforcement; and (ii) cooperate with the other Parties to comply with Applicable Laws concerning such Security Incident, including any notification to affected individuals.

The Parties acknowledge that the breached party in any Security Incident shall be the Party responsible for any and all remedies and costs under Applicable Laws concerning such Security Incident, unless such breach occurred due to another Party's actions hereunder, in which instance such party shall be comparatively responsible for all remedies and costs. In no event will any Party serve notice or otherwise publicize a Security Incident without the prior written consent of the other Parties. The Parties shall reasonably cooperate and coordinate with each other to respond to the Security Incident, including with regard to the content of notification to affected individuals.

5. Qualified Settlement Fund Account. When the Case has a Settlement Amount, CPT shall be authorized to establish one or more QSF bank accounts at an Approved Bank if and as applicable to the Services as set forth in the Bid. The amounts held at the Approved Bank under this Agreement are at the sole risk of Defendant. Without limiting the generality of the foregoing, CPT shall have no responsibility or liability for any diminution of the funds that may result from the deposit thereof at the Approved Bank, including deposit losses, credit losses, or other claims made against the Approved Bank. It is acknowledged and agreed that CPT has acted reasonably and prudently in depositing funds at an Approved Bank, and CPT is not required to conduct diligence or make any further inquiries regarding such Approved Bank.

6. Fees and Payment. Pricing for Services is as stated on the Bid, and Client agrees to pay CPT in the amounts set forth on the Bid. Client will be invoiced per the schedule set forth in the Bid, and payment of fees will be due within 30 days after the date of the invoice, except where the Bid or terms of the Settlement Agreement or Court Order expressly prescribes other payment dates. All fees set forth in a Bid are in U.S. dollars, must be paid in U.S. dollars, and are exclusive of taxes and applicable transaction processing fees. Late payments hereunder will incur a late charge of 1.5% per month (or the highest rate allowable by law, whichever is lower) on the outstanding balance from the date due until the date of actual payment, which such late charge(s) may be charged against the QSF account if incurred in connection with Services provided pursuant to administration of a settlement. In addition, Services are subject to suspension for failure to timely remit payment. If travel is required to affect Services, Client shall reimburse CPT for pre-approved, reasonable expenses arising from and/or relating to such travel, including, but not limited to, airfare, lodging, meals, and ground transportation. In connection with CPT's administration of a QSF, unless otherwise stated in the Settlement Agreement or Court Order concerning disbursement of unclaimed funds in the QSF account, CPT reserves the right, after one (1) year of issuance of disbursements to Members, to classify any remaining balance in such QSF account as additional administrative fees payable to CPT until such time as the QSF account balance becomes zero ($0.00), and thereafter close such account. Client is aware that CPT may receive certain financial benefits from financial institutions, including discounts on certain banking services, for services that ensure eligibility for FDIC deposit insurance, or in connection with the establishment of QSF accounts. At any given time, CPT may maintain multiple QSF account balances at an institution, which may result in benefits that would not normally be available to a customer who maintains an individual QSF account. Such benefits may be used to (a) eliminate or reduce certain bank service fees that would normally be charged to the QSF account until its closure, (b) reduce CPT's administration fees and/or (c) may be retained by CPT as additional compensation.

7. Term and Termination.
   a) Term. The Term is set forth in the Bid. The Agreement may be renewed by mutual written agreement of the parties.
   b) Termination for Cause. Either Party may immediately terminate this Agreement if the other Party materially breaches its obligations hereunder, and, where capable of remedy, such breach has not been materially cured within forty-five (45) days of the breaching Party's receipt of written notice describing the breach in reasonable detail.
   c) Bankruptcy Events. A Party may immediately terminate this Agreement if the other Party: (i) has a receiver appointed over it or over any part of its undertakings or assets; (ii) passes a resolution for winding up (other than for a bona fide scheme of solvent amalgamation or reconstruction), or a court of competent jurisdiction makes an order to that effect and such order is not discharged or stayed within ninety (90) days; or (iii) makes a general assignment for the benefit of its creditors.
   d) Effect of Termination. Immediately following termination of this Agreement, upon written request, Member Data may be retrieved via the secure FTP site in the same format in which the Member Data was originally inputted into the Software, at no additional charge. Alternatively, Member Data can be returned in a mutually agreed format at a scope and price to be agreed upon. CPT will maintain a copy of Member Data and Member Content for no more than four (4) years following the date of the final check cashing deadline for Members under the Settlement Agreement, after which time any Member Data and Member Content not retrieved will be destroyed.
   e) Final Payment. If Client terminates this Agreement due to Section "Termination", Client shall pay CPT all fees owed through the termination date. If CPT terminates the Agreement in accordance with Section "Termination", Client shall pay CPT all fees owed through the termination date. If CPT terminates the Agreement in accordance with Section "Termination," Client shall pay CPT all fees invoiced through the termination date, plus all fees remaining to be invoiced during the Term, less any costs CPT would have incurred had the Agreement not been terminated.

8. Confidentiality. Each Party agrees: (i) not to disclose any Confidential Information to any third parties except as mandated by law and except to those subcontractors of CPT providing Products hereunder who agree to be bound by confidentiality obligations no less stringent than those set forth in this Agreement; (ii) not to use any Confidential Information for any purposes except carrying out such Party's rights and responsibilities under this Agreement; and (iii) to keep the Confidential Information confidential using the same degree of care such Party uses to protect its own confidential information; provided, however, that such Party shall use at least reasonable care. These obligations shall survive termination of this Agreement.
   a) Compelled Disclosure. If receiving Party is compelled to disclose any Confidential Information by judicial or administrative process or by other requirements of law, such Party shall (i) promptly notify the other Party, (ii) reasonably cooperate with the other Party in such Party's efforts to prevent or limit such compelled disclosure and/or obtain confidential treatment of the items requested to be disclosed, and (iii) shall disclose only that portion of such information which each Party is advised by its counsel in writing is legally required to be disclosed.
   b) Remedies. If either Party breaches any of its obligations with respect to confidentiality or the unauthorized use of Confidential Information hereunder, the other Party shall be entitled to seek equitable relief to protect its interest therein, including but not limited to, injunctive relief, as well as money damages.

9. Intellectual Property. CPT retains all rights, title and interest (including, without limitation, all Intellectual Property Rights) in and to the Products. CPT does not claim any ownership rights to Member Data.

10. Indemnification. Client agrees to indemnify, defend, and hold harmless CPT, its Affiliates, and the respective officer, directors, consultants, employees, and agents of each (collectively, "**Covered CPT Parties**") from and against any and all third party claims and causes of action, as well as related losses, liabilities, judgments, awards, settlements, damages, expenses and costs (including reasonable attorney's fees and related court costs and expenses) (collectively, "**Damages**") incurred or suffered by CPT which directly relate to or directly arise out of (i) Client's breach of this Agreement; (ii) CPT's performance of Services hereunder; (iii) the processing and/or handling of any payment by CPT; (iv) any content, instructions, information or Member Data provided by Client to CPT in connection with the Services provided by CPT hereunder. The foregoing provisions of this section shall not apply to the extent the Damages relate to or arise out of CPT's willful misconduct. To obtain indemnification, indemnitee shall: (i) give written notice of any claim promptly to indemnitor; (ii) give indemnitor, at indemnitor's option, sole control of the defense and settlement of such claim, provided that indemnitor may not, without the prior consent of indemnitee (not to be unreasonably withheld), settle any claim unless it unconditionally releases indemnitee of all liability; (iii) provide to indemnitor all available information and assistance; and (iv) not take any action that might compromise or settle such claim.

11. Warranties. Each Party represents and warrants to the other Party that, as of the date hereof: (i) it has full power and authority to execute and deliver the Agreement; (ii) the Agreement has been duly authorized and executed by an appropriate employee of such Party; (iii) the Agreement is a legally valid and binding obligation of such Party; and (iv) its execution, delivery and/or performance of the Agreement does not conflict with any agreement, understanding or document to which it is a party. CPT WARRANTS THAT ANY AND ALL SERVICES PROVIDED BY IT HEREUNDER SHALL BE PERFORMED IN A PROFESSIONAL MANNER CONSISTENT WITH PREVAILING INDUSTRY STANDARDS. TO THE EXTENT PERMITTED BY APPLICABLE LAW, CPT DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE

12. Liability.
   a) Liability Cap. EXCEPT FOR A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, EACH PARTY'S MAXIMUM AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT, REGARDLESS OF THE THEORY OF LIABILITY, WILL BE LIMITED TO THE TOTAL FEES PAID OR PAYABLE BY CLIENT AND/OR THE PARTIES TO THE CASE TO CPT HEREUNDER. THE EXISTENCE OF MORE THAN ONE CLAIM SHALL NOT EXPAND SUCH LIMIT. THE PARTIES ACKNOWLEDGE THAT THE FEES AGREED UPON BETWEEN CLIENT AND CPT ARE BASED IN PART ON THESE LIMITATIONS, AND THAT THESE LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF ANY ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. THE FOREGOING LIMITATION SHALL NOT APPLY TO A PARTY'S PAYMENT OBLIGATIONS UNDER THE AGREEMENT.

b) Exclusion of Consequential Damages. NEITHER PARTY WILL BE LIABLE FOR LOST PROFITS, LOST REVENUE, LOST BUSINESS OPPORTUNITIES, LOSS OF DATA, INTERRUPTION OF BUSINESS, OR ANY OTHER INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT, REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

13. Communications. CPT may list Client's name and logo alongside CPT's other clients on the CPT website and in marketing materials, unless and until Client revokes such permission. CPT may also list the Case name and/or number, and certain Qualified Settlement Fund information, on the CPT website and in marketing materials, unless stated otherwise in the Settlement Agreement.

14. Miscellaneous Provisions.

a) Governing Law; Jurisdiction. This Agreement will be governed by and construed in accordance with the laws of the State of California and the federal laws of the United States of America, without regard to conflict of law principles. CPT and Client agree that any suit, action or proceeding arising out of, or with respect to, this Agreement or any judgment entered by any court in respect thereof shall be brought exclusively in the state or federal courts of the State of California located in the County of Orange, and each of CPT and Client hereby irrevocably accepts the exclusive personal jurisdiction and venue of those courts for the purpose of any suit, action or proceeding.

b) Force Majeure. Neither Party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including without limitation acts of war, acts of God, earthquake, flood, weather conditions, embargo, riot, epidemic, acts of terrorism, acts or omissions of vendors or suppliers, equipment failures, sabotage, labor shortage or dispute, governmental act, failure of the Internet or other acts beyond such Party's reasonable control, provided that the delayed Party: (i) gives the other Party prompt notice of such cause; and (ii) uses reasonable commercial efforts to correct promptly such failure or delay in performance.

c) Counterparts. This Agreement may be executed in any number of counterparts and electronically, each of which shall be an original but all of which together shall constitute one and the same instrument.

d) Entire Agreement. This Agreement contains the entire understanding of the parties in respect of its subject matter and supersedes all prior agreements and understandings (oral or written) between the Parties with respect to such subject matter. The schedules and exhibits hereto constitute a part hereof as though set forth in full herein.

e) Modifications. Any modification, amendment, or addendum to this Agreement must be in writing and signed by the Parties.

f) Assignment. Neither Party may assign this Agreement or any of its rights, obligations, or benefits hereunder, by operation of law or otherwise, without the other Party's prior written consent; provided, however, either Party, without the consent of the other Party, may assign this Agreement to an Affiliate or to a successor (whether direct or indirect, by operation of law, and/or by way of purchase, merger, consolidation or otherwise) to all or substantially all of the business or assets of such Party, where the responsibilities or obligations of the other Party are not increased by such assignment and the rights and remedies available to the other Party are not adversely affected by such assignment. Subject to that restriction, this Agreement will be binding on, inure to the benefit of, and be enforceable against the parties and their respective successors and permitted assigns.

g) No Third-Party Beneficiaries. The representations, warranties, and other terms contained herein are for the sole benefit of the Parties hereto and their respective successors and permitted assigns and shall not be construed as conferring any rights on any other persons.

h) Statistical Data. Without limiting the confidentiality rights and Intellectual Property Rights protections set forth in this Agreement, CPT has the perpetual right to use aggregated, anonymized, and statistical data ("**Statistical Data**") derived from the operation of the Software, and nothing herein shall be construed as prohibiting CPT from utilizing the Statistical Data for business and/or operating purposes, provided that CPT does not share with any third-party Statistical Data which reveals the identity of Client, Client's Class Members, or Client's Confidential Information.

i) Export Controls. Client understands that the use of CPT's Products is subject to U.S. export controls and trade and economic sanctions laws and agrees to comply with all such Applicable Laws, including the Export Administration Regulations maintained by the U.S. Department of Commerce and the trade and economic sanctions maintained by the Treasury Department's Office of Foreign Assets Control.

j) Severability. If any provision of this Agreement is held by a court or arbitrator of competent jurisdiction to be contrary to law, such provision shall be changed by the court or by the arbitrator and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law, and the remaining provisions of this Agreement shall remain in full force and effect.

k) Notices. Any notice or communication required or permitted to be given hereunder may be delivered by hand, deposited with an overnight courier, sent by electronic delivery, or mailed by registered or certified mail, return receipt requested and postage prepaid to the address for the other Party as set forth on the Bid or at such other address as may hereafter be furnished in writing by either Party hereto to the other Party. Such notice will be deemed to have been given as of the date it is delivered, if by personal delivery, the next business day, if deposited with an overnight courier; upon receipt of confirmation of electronic delivery (if followed up by such registered or certified mail); and five days after being so mailed.

l) Independent Contractors. Client and CPT are independent contractors, and nothing in this Agreement shall create any partnership, joint venture, agency, franchise, sales representative or employment relationship between Client and CPT. Each Party understands that it does not have authority to make or accept any offers or make any representations on behalf of the other. Neither Party may make any statement that would contradict anything in this section.

m) Subcontractors. CPT may use subcontractors to perform Client-specific Services; provided, however, that CPT shall be responsible for its subcontractors' performance of Services under this Agreement.

n) Headings. The headings of the sections of this Agreement are for convenience only, do not form a part hereof, and in no way limit, define, describe, modify, interpret, or construe its meaning, scope or intent.

o) Waiver. No failure or delay on the part of either Party in exercising any right, power or remedy under this Agreement shall operate as a waiver, nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise or the exercise of any other right, power, or remedy.

p) Acceptance. If, when requested in writing by Client, CPT then provides any Service to Client, whether or not such Services were specified in the original Bid, these Terms and Conditions shall apply to the provision of such Services and be deemed accepted and approved by Client concerning such Services.

q) Survival. Sections of the Agreement intended by their nature and content to survive termination of the Agreement shall so survive.

CLASS ACTION ADMINISTRATION

ILYM GROUP

# Case Name: TBDv09.09.2026

**Wednesday, September 9, 2026**


**Requesting Attorney:**
Thomas D. Rutledge
Thomas Rutledge Law
thomasrutledgelaw@gmail.com
619.886.7224

**ILYM Group Contact:**
Lisa Mullins
ILYM Group, Inc.
lisa@ilymgroup.com
714.878.8836


**Estimate For Administrative Solutions: PAGA**

| KEY ASSUMPTIONS | |
|---|---|
| Total Number of Aggreived Employees | 9,000 |
| Estimated Percentage of Remails | 15% |
| Certified Spanish Translation | No |
| ILYM Group Static Website | No |
| NCOA | Yes |
| Case Duration (Years) | 1 |

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

| | |
|---|---|
| Case Startup: | $5,830.00 |
| Distribution (Includes EIN, Bank Acct * /QSF Setup): | $17,930.00 |
| Case Conclusion: | $1,190.00 |
| **Estimated ILYM Fees & Expenses:** | **$24,950.00** |

CLASS ACTION ADMINISTRATION

ILYM GROUP

# Case Name: TBDv09.09.2026

Wednesday, September 9, 2026

Requesting Attorney's Name: Thomas D. Rutledge

| Activity | Rate Type | Unit Cost | Volume | Amount |
|---|---|---|---|---|
| **CASE STARTUP** | | | | |
| Initial Setup - *Import and Formatting of Data** | Hourly | $150.00 | 4 | $600.00 |
| Project Manager (Case notification and maintenance) | Hourly | $120.00 | 6 | $720.00 |
| NCOA | Flat Rate | $2,000.00 | 1 | $2,000.00 |
| Toll-Free Customer Service Representative | Flat Rate | $2,510.00 | 1 | $2,510.00 |
| | | | **Subtotal** | **$5,830.00** |

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

| | | | | |
|---|---|---|---|---|
| **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 | $0.70 | 9,000 | $6,300.00 |
| USPS First Class 1oz Postage | Per Piece | $0.81 | 9,000 | $7,290.00 |
| Remails (Forward/Skip Trace Undeliverables) | Per Piece | $1.00 | 990 | $990.00 |
| Preparation of Taxes | Hourly | $150.00 | 5 | $750.00 |
| Annual Filing of Tax Return | Per Year | $1,500.00 | 1 | $1,500.00 |
| | | | **Subtotal** | **$17,930.00** |

**Additional Bank fees may apply*

| | | | | |
|---|---|---|---|---|
| **CASE CONCLUSION** | | | | |
| Data Manager Final Reporting | Hourly | $100.00 | 2 | $200.00 |
| Process Unclaimed Funds | Flat Fee | $750.00 | 1 | $750.00 |
| Declaration | Hourly | $120.00 | 2 | $240.00 |
| | | | **Subtotal** | **$1,190.00** |

**Estimated ILYM Fees & Expenses: $24,950.00**

# ILYM Group's Terms and Conditions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

# Exhibit 8

**Timesheet for Thomas D. Rutledge ICO**

*Savanna Pilkington, et al. v. Circle K Stores, Inc., et al.*

U.S. District Court - For the Southern District
Case No.: 3:26-cv-1327-RBM-SBC

| Description | Time | Date |
|---|---|---|
| OF; researched EFAA; drafted complaint; PAGA letter; filed PAGA complaint | 7 | 8/21/2025 |
| | | 8/22/2025 |
| | | 8/23/2025 |
| | | 8/24/2025 |
| | | 8/25/2025 |
| | | 8/26/2025 |
| | | 8/27/2025 |
| | | 8/28/2025 |
| | | 8/29/2025 |
| | | 8/30/2025 |
| | | 8/31/2025 |
| | | 9/1/2025 |
| Coms with C; coms with police; UF; RD; coms with employer; RF; RD; Forensic review of records | 5 | 9/2/2025 |
| RC; Coms with DC | 0.35 | 9/3/2025 |
| | | 9/4/2025 |
| | | 9/5/2025 |
| | | 9/6/2025 |
| | | 9/7/2025 |
| Coms with C; quick research | 0.35 | 9/8/2025 |
| | | 9/9/2025 |
| Interview of CM | 1 | 9/10/2025 |
| Interviewed CM | 1 | 9/11/2025 |
| Coms with C; RF; Drafted PAGA amended letter; filed with LWDA; requested PFs | 2 | 9/12/2025 |
| | | 9/13/2025 |
| | | 9/14/2025 |
| Coms with C | 0.25 | 9/15/2025 |
| Case investigation; interviewed witnesses | 6 | 9/16/2025 |
| Coms with C; RD; called CM; researched issue of full pay | 1.25 | 9/17/2025 |
| UF; req herndez pf | 0.35 | 9/18/2025 |
| | | 9/19/2025 |
| | | 9/20/2025 |
| | | 9/21/2025 |
| Case investigation; interviewed witnesses | 7 | 9/22/2025 |
| Case investigation; reviwed documents; interviewed witnesses | 6 | 9/23/2025 |
| | | 9/24/2025 |
| | | 9/25/2025 |
| | | 9/26/2025 |
| | | 9/27/2025 |
| | | 9/28/2025 |
| RC; Coms with DC | 0.25 | 9/29/2025 |

| | | |
|---|---|---|
| Coms with DC; RC | 0.5 | 9/30/2025 |
| | | 10/1/2025 |
| RF; Coms with C; drafted class complaint; researched EFAA; RD | 3 | 10/2/2025 |
| | | 10/3/2025 |
| | | 10/4/2025 |
| | | 10/5/2025 |
| | | 10/6/2025 |
| | | 10/7/2025 |
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| | | 10/12/2025 |
| | | 10/13/2025 |
| | | 10/14/2025 |
| | | 10/15/2025 |
| Drafted complaint | 12 | 10/16/2025 |
| Drafted complaint; filed RTS; filed complaint | 5 | 10/17/2025 |
| | | 10/18/2025 |
| Researched existing cases against CK | 1 | 10/19/2025 |
| UF; RD; Calendared hearing | 0.5 | 10/20/2025 |
| Coms with DC; calendared PC | 0.25 | 10/21/2025 |
| Researched status of case vis a vis all filers | 5 | 10/22/2025 |
| Coms with DC | 0.75 | 10/23/2025 |
| | | 10/24/2025 |
| | | 10/25/2025 |
| Drafted PAGA Complaint | 1 | 10/26/2025 |
| Edited PAGA Complaint; drafted PAGA amendment; filed PAGA complaint and amendment; coms with clients | 9 | 10/27/2025 |
| UF; UD; Filed 3d Amended PAGA Notice; filed complaint | 1 | 10/28/2025 |
| Drafted and filed FAC; Coms with DC | 1 | 10/29/2025 |
| refiled summons; coms with DC | 0.25 | 10/30/2025 |
| PC with C's husband | 0.35 | 10/31/2025 |
| | | 11/1/2025 |
| | | 11/2/2025 |
| Refiled summons; coms with DC | 0.25 | 11/3/2025 |
| | | 11/4/2025 |
| | | 11/5/2025 |
| UF | 0.15 | 11/6/2025 |
| | | 11/7/2025 |
| | | 11/8/2025 |
| | | 11/9/2025 |
| Coms with C; Coms with DC | 0.25 | 11/10/2025 |
| | | 11/11/2025 |
| Coms with DC | 0.15 | 11/12/2025 |
| Coms with DC | 0.5 | 11/13/2025 |
| | | 11/14/2025 |
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| | | 11/23/2025 |
| | | 11/24/2025 |
| Meeting with DC | 3 | 11/25/2025 |
| | | 11/26/2025 |
| | | 11/27/2025 |
| | | 11/28/2025 |
| | | 11/29/2025 |
| Coms with C; drafted and sent a C&D letter to DC | 1 | 11/30/2025 |
| | | 12/1/2025 |
| AD; Coms with DC | 0.35 | 12/2/2025 |
| Filed Doe Defendant | 0.25 | 12/3/2025 |
| Coms with DC | 0.15 | 12/4/2025 |
| Coms with DC | 0.15 | 12/5/2025 |
| Coms with DC | 0.15 | 12/6/2025 |
| | | 12/7/2025 |
| UF | 0.15 | 12/8/2025 |
| Coms with DC; interviewed CM | 0.75 | 12/9/2025 |
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| | | 1/4/2026 |
| Coms with DC | 0.35 | 1/5/2026 |
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| | | 1/27/2026 |
| Coms with C; Coms with DC | 0.35 | 1/28/2026 |
| | | 1/29/2026 |
| Drafted FAC; coms with DC; filed FAC | 4 | 1/30/2026 |
| | | 1/31/2026 |
| | | 2/1/2026 |
| | | 2/2/2026 |
| | | 2/3/2026 |
| | | 2/4/2026 |
| Coms with DC; researched settlement value of sex case | 1 | 2/5/2026 |
| UF; Coms with D; filed complaint with LWDA | 0.5 | 2/6/2026 |
| | | 2/7/2026 |
| | | 2/8/2026 |
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| | | 2/15/2026 |
| | | 2/16/2026 |
| | | 2/17/2026 |
| | | 2/18/2026 |
| RC; Coms with C | 0.25 | 2/19/2026 |
| | | 2/20/2026 |
| | | 2/21/2026 |
| | | 2/22/2026 |
| | | 2/23/2026 |
| | | 2/24/2026 |
| | | 2/25/2026 |

| | | |
|---|---|---|
| RF; Coms with DC | 0.25 | 2/26/2026 |
| | | 2/27/2026 |
| | | 2/28/2026 |
| | | 3/1/2026 |
| | | 3/2/2026 |
| Requested status of service; requested PR; coms with DC | 0.5 | 3/3/2026 |
| | | 3/4/2026 |
| Coms with DC; drafted and filed CMS | 0.5 | 3/5/2026 |
| | | 3/6/2026 |
| | | 3/7/2026 |
| | | 3/8/2026 |
| Coms with DC | 0.15 | 3/9/2026 |
| UF; RD; coms with DC; calendard deadline | 0.75 | 3/10/2026 |
| | | 3/11/2026 |
| | | 3/12/2026 |
| | | 3/13/2026 |
| | | 3/14/2026 |
| | | 3/15/2026 |
| | | 3/16/2026 |
| Coms with DC | 0.15 | 3/17/2026 |
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| | | 4/3/2026 |
| | | 4/4/2026 |
| | | 4/5/2026 |
| RF; RD; researched verdicts and settlements; drafted and mailed letter to city of pd; drafted settlement letter | 3 | 4/6/2026 |
| RF; researched EFAA; drafted arb demand | 0.75 | 4/7/2026 |
| Coms with DC | 0.15 | 4/8/2026 |
| | | 4/9/2026 |
| | | 4/10/2026 |
| | | 4/11/2026 |
| | | 4/12/2026 |
| Coms with DC; coms with ct. clerk (Kristin) | 1 | 4/13/2026 |
| Coms with DC; UF; RD | 0.5 | 4/14/2026 |
| RC; coms with Contrell | 0.25 | 4/15/2026 |

| | | |
|---|---|---|
| | | 4/16/2026 |
| Coms with DC; RD; RC | 0.5 | 4/17/2026 |
| | | 4/18/2026 |
| | | 4/19/2026 |
| Travel to court; hearing; calendared new hearing; coms with Fed Ct. | 3 | 4/20/2026 |
| Coms with DC; coms with Pol Det.; requested Pol Report (again); UF; coms with Cs | 1.25 | 4/21/2026 |
| | | 4/22/2026 |
| | | 4/23/2026 |
| | | 4/24/2026 |
| | | 4/25/2026 |
| | | 4/26/2026 |
| Coms with DC | 0.15 | 4/27/2026 |
| Sent written demand; drafted demand; coms with C | 1.5 | 4/28/2026 |
| | | 4/29/2026 |
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| | | 5/1/2026 |
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| | | 5/12/2026 |
| | | 5/13/2026 |
| | | 5/14/2026 |
| | | 5/15/2026 |
| | | 5/16/2026 |
| | | 5/17/2026 |
| Checked court calendar; called DC | 0.25 | 5/18/2026 |
| Travel to Court; hearing; coms with DC; coms with PC | 4 | 5/19/2026 |
| | | 5/20/2026 |
| | | 5/21/2026 |
| | | 5/22/2026 |
| | | 5/23/2026 |
| | | 5/24/2026 |
| | | 5/25/2026 |
| RC | 0.15 | 5/26/2026 |
| | | 5/27/2026 |
| Coms with CC; RC; edited Stip; coms with DC | 1.5 | 5/28/2026 |
| Coms with DC; Drafted Opp; filed Opp. | 2 | 5/29/2026 |
| | | 5/30/2026 |
| | | 5/31/2026 |
| Travel to Court; hearing | 1 | 6/1/2026 |
| Coms with DC; scheduled ENE | 0.35 | 6/2/2026 |
| Coms with DC | 0.15 | 6/3/2026 |

| | | |
|---|---|---|
| Coms with C; research | 0.25 | 6/4/2026 |
| | | 6/5/2026 |
| | | 6/6/2026 |
| | | 6/7/2026 |
| RC; UF | 0.5 | 6/8/2026 |
| Coms with DC | 0.15 | 6/8/2026 |
| | | 6/10/2026 |
| | | 6/11/2026 |
| | | 6/12/2026 |
| | | 6/13/2026 |
| | | 6/14/2026 |
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| | | 7/9/2026 |
| | | 7/10/2026 |
| | | 7/11/2026 |
| | | 7/12/2026 |
| | | 7/13/2026 |
| | | 7/14/2026 |
| Coms with DC; research | 0.5 | 7/15/2026 |
| | | 7/16/2026 |
| Got back to DC ab Med. | 0.25 | 7/17/2026 |
| | | 7/18/2026 |
| | | 7/19/2026 |
| Coms with DC | 0.15 | 7/20/2026 |
| | | 7/21/2026 |
| Coms with DC | 0.15 | 7/22/2026 |
| | | 7/23/2026 |

| | | |
|---|---|---|
| | | 7/24/2026 |
| | | 7/25/2026 |
| | | 7/26/2026 |
| Calendard mediation; coms with DC | 0.25 | 7/27/2026 |
| | | 7/28/2026 |
| Coms with AAA; drafted inf. Disc letter; coms with C; coms with DC | 3 | 7/29/2026 |
| Mediation preparation | 8 | 7/30/2026 |
| Coms with DC; RF | 0.25 | 7/31/2026 |
| Mediation preparation | 8 | 8/1/2026 |
| | | 8/2/2026 |
| Coms with AAA | 0.15 | 8/3/2026 |
| Coms with DC | 0.35 | 8/4/2026 |
| Mediation preparation | 4 | 8/5/2026 |
| Mediation preparation | 3 | 8/6/2026 |
| Mediation preparation | 2 | 8/7/2026 |
| Mediation preparation | 4 | 8/8/2026 |
| | | 8/9/2026 |
| | | 8/10/2026 |
| Mediation preparation | 4 | 8/11/2026 |
| Mediation preparation | 5 | 8/12/2026 |
| Mediation preparation | 6 | 8/13/2026 |
| Mediation preparation | 3 | 8/14/2026 |
| Mediation preparation | 4 | 8/15/2026 |
| | | 8/16/2026 |
| | | 8/17/2026 |
| Mediation preparation | 4 | 8/18/2026 |
| Mediation preparation | 3 | 8/19/2026 |
| Mediation preparation | 5 | 8/20/2026 |
| Mediation preparation | 6 | 8/21/2026 |
| Mediation preparation | 4 | 8/22/2026 |
| | | 8/23/2026 |
| Coms with DC | 0.25 | 8/24/2026 |
| Mediation preparation | 4 | 8/25/2026 |
| Mediation preparation | 7 | 8/26/2026 |
| Mediation preparation | 5 | 8/27/2026 |
| Mediation preparation | 4.25 | 8/28/2026 |
| Mediation preparation | 6 | 8/29/2026 |
| | | 8/30/2026 |
| | | 8/31/2026 |
| Mediation preparation | 6.5 | 9/1/2026 |
| Mediation preparation | 8 | 9/2/2026 |
| Mediation preparation | 4 | 9/3/2026 |
| Mediation preparation | 7 | 9/4/2026 |
| Mediation preparation | 8 | 9/5/2026 |
| | | 9/6/2026 |
| Coms with DC | 0.15 | 9/7/2026 |
| Mediation | 8 | 9/8/2026 |
| Coms with Cs; edited and drafted Sas | 10 | 9/9/2026 |
| Coms with SA; coms with DC | 0.25 | 9/10/2026 |
| PC with DC | 0.25 | 9/11/2026 |

| | | |
|---|---|---|
| | | 9/12/2026 |
| | | 9/13/2026 |
| | | 9/14/2026 |
| | | 9/15/2026 |
| | | 9/16/2026 |
| | | 9/17/2026 |
| | | 9/18/2026 |
| | | 9/19/2026 |
| | | 9/20/2026 |
| | | 9/21/2026 |
| | | 9/22/2026 |
| | | 9/23/2026 |
| Drafted moving papers | 7 | 9/24/2026 |
| Drafted moving papers | 8 | 9/25/2026 |
| | | 9/26/2026 |
| | | 9/27/2026 |
| Drafted moving papers | 8 | 9/28/2026 |
| | | 9/29/2026 |
| | | 9/30/2026 |
| | | 10/1/2026 |
| | | 10/2/2026 |
| **TOTAL HOURS** | 296.45 | |

# Exhibit 9

# LAFFEY MATRIX

History
Case Law
See the Matrix
Contact us
Home

| | | | Years Out of Law School * | | | | |
|---|---|---|---|---|---|---|---|
| Year | Adjustmt Factor** | Paralegal/ Law Clerk | 1-3 | 4-7 | 8-10 | 11-19 | 20 + |
| 6/01/25- 5/31/26 | 1.075336 | $277 | $508 | $625 | $902 | $1,019 | $1,227 |
| 6/01/24- 5/31/25 | 1.080182 | $258 | $473 | $581 | $839 | $948 | $1,141 |
| 6/01/23- 5/31/24 | 1.059295 | $239 | $437 | $538 | $777 | $878 | $1,057 |
| 6/01/22- 5/31/23 | 1.085091 | $225 | $413 | $508 | $733 | $829 | $997 |
| 6/01/21- 5/31/22 | 1.006053 | $208 | $381 | $468 | $676 | $764 | $919 |
| 6/01/20- 5/31/21 | 1.015894 | $206 | $378 | $465 | $672 | $759 | $914 |
| 6/01/19- 5/31/20 | 1.0049 | $203 | $372 | $458 | $661 | $747 | $899 |
| 6/01/18- 5/31/19 | 1.0350 | $202 | $371 | $455 | $658 | $742 | $894 |
| 6/01/17- 5/31/18 | 1.0463 | $196 | $359 | $440 | $636 | $717 | $864 |
| 6/01/16- 5/31/17 | 1.0369 | $187 | $343 | $421 | $608 | $685 | $826 |
| 6/01/15- 5/31/16 | 1.0089 | $180 | $331 | $406 | $586 | $661 | $796 |
| 6/01/14- 5/31/15 | 1.0235 | $179 | $328 | $402 | $581 | $655 | $789 |
| 6/01/13- 5/31/14 | 1.0244 | $175 | $320 | $393 | $567 | $640 | $771 |
| 6/01/12- 5/31/13 | 1.0258 | $170 | $312 | $383 | $554 | $625 | $753 |
| 6/01/11- 5/31/12 | 1.0352 | $166 | $305 | $374 | $540 | $609 | $734 |
| 6/01/10- 5/31/11 | 1.0337 | $161 | $294 | $361 | $522 | $589 | $709 |
| 6/01/09- 5/31/10 | 1.0220 | $155 | $285 | $349 | $505 | $569 | $686 |
| 6/01/08- 5/31/09 | 1.0399 | $152 | $279 | $342 | $494 | $557 | $671 |
| 6/01/07-5/31/08 | 1.0516 | $146 | $268 | $329 | $475 | $536 | $645 |
| 6/01/06-5/31/07 | 1.0256 | $139 | $255 | $313 | $452 | $509 | $614 |
| 6/1/05-5/31/06 | 1.0427 | $136 | $249 | $305 | $441 | $497 | $598 |
| 6/1/04-5/31/05 | 1.0455 | $130 | $239 | $293 | $423 | $476 | $574 |
| 6/1/03-6/1/04 | 1.0507 | $124 | $228 | $280 | $405 | $456 | $549 |
| 6/1/02-5/31/03 | 1.0727 | $118 | $217 | $267 | $385 | $434 | $522 |
| 6/1/01-5/31/02 | 1.0407 | $110 | $203 | $249 | $359 | $404 | $487 |
| 6/1/00-5/31/01 | 1.0529 | $106 | $195 | $239 | $345 | $388 | $468 |
| 6/1/99-5/31/00 | 1.0491 | $101 | $185 | $227 | $328 | $369 | $444 |
| 6/1/98-5/31/99 | 1.0439 | $96 | $176 | $216 | $312 | $352 | $424 |
| 6/1/97-5/31/98 | 1.0419 | $92 | $169 | $207 | $299 | $337 | $406 |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| 6/1/96-5/31/97 | 1.0396 | $88 | $162 | $198 | $287 | $323 | $389 |
| 6/1/95-5/31/96 | 1.032 | $85 | $155 | $191 | $276 | $311 | $375 |
| 6/1/94-5/31/95 | 1.0237 | $82 | $151 | $185 | $267 | $301 | $363 |

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

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

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

# Exhibit 10

**Signature Resolution, LLC**
633 W. 5th Street, Suite 1000
Los Angeles, CA 90071
(213) 622-1002
Click here to pay

**Invoice No.** PR110603
**Invoice Date** 07/27/26
**Due Date** 08/10/26

## BILL TO

Thomas D. Rutledge, Esq.
THE LAW OFFICE OF THOMAS D. RUTLEDGE
16956 Via de Santa Fe
Suite 1847
Rancho Santa Fe, CA 92091

Invoice for: Cindy Cunningham, Marilyn Rychart, Savana Pilkington, Sylvia Hernandez

## CASE INFO

Case Name: Pilkington, et al. v. Circle K Stores Inc.
Neutral: Scott Slater Markus, Esq.

| DATE | DESCRIPTION | FEE SPLIT | QTY/HOURS | RATE | AMOUNT |
|---|---|---|---|---|---|
| 09/08/26 | One-Time Administrative Fee | - | 1.00 | $750.00 | $750.00 |
| 09/08/26 | Full Day Mediation Hearing (8.0 hours hearing, 2.0 hours prep) | 50% | 1.00 | $16,000.00 | $8,000.00 |

**BALANCE DUE** **$8,750.00**
Due Date 08/10/26

Pay via credit card or ACH on SR Global.

A non-refundable convenience fee of 1.5% is charged for all card payments. Alternatives to card payments include ACH, check, or wire transfer. For more information, contact the SR accounting team at (213) 622-1002.

Make checks payable to Signature Resolution, LLC.
633 W. 5th Street, Suite 1000
Los Angeles, CA 90071

Tax ID number: 82-2623581

## CONTINUANCE & CANCELLATION INFORMATION

Last day to cancel or reschedule is August 14, 2026.

Please note that the parties are responsible for time reserved. Unused hours are not refundable.

Gmail **Thomas Rutledge <thomasrutledgelaw@gmail.com>**

# Your Signature Resolution, LLC receipt [#1574-1014]

1 message

**Signature Resolution, LLC** <receipts+acct_1KDypbHzVjaUYFQX@stripe.com> Mon, Aug 10, 2026 at 4:14 PM
Reply-To: "Signature Resolution, LLC" <support@signatureresolution.com>
To: thomasrutledgelaw@gmail.com



## Receipt from Signature Resolution, LLC

Receipt #1574-1014

| AMOUNT PAID | DATE PAID | PAYMENT METHOD |
|---|---|---|
| $8,881.25 | Aug 10, 2026, 4:13:35 PM | VISA - 4702 |

**SUMMARY**

PR110603: Pilkington, et al. v. Circle K Stores Inc. (MADZP)

| | |
|---|---|
| Invoice PR110603 × 1 | $8,750.00 |
| Convenience Fee × 1 | $131.25 |
| **Amount paid** | **$8,881.25** |

If you have any questions, contact us at
**support@signatureresolution.com** or call us at **+1 866-208-5359**.

Something wrong with the email? View it in your browser.

You're receiving this email because you made a purchase at Signature Resolution, LLC, which partners with Stripe to provide invoicing and payment processing.

UNITED STATES DISTRICT COURT

SOUTHERN DISTRICT OF CALIFORNIA

SAVANA PILKINGTON, SYLVIA HERNANDEZ, CINDY CUNNINGHAM, and MARILYN RYCHART, individuals and in their capacity as the State of California's designated proxies under the Private Attorneys General Act (PAGA) and on behalf of others,

Plaintiffs,

v.

CIRCLE K STORES, INC., a Texas corporation; and DOES 1 through 10, inclusive,

Defendants.

Case No.: 3:26-cv-1327-RBM-SBC

**[PROPOSED] ORDER GRANTING PLAINTIFFS' MOTION TO APPROVE PAGA SETTLEMENT AGREEMENT, ENTRY OF JUDGMENT, AND ORDER ESTABLISHING QUALIFIED SETTLEMENT FUND**

**[PROPOSED] ORDER**

On _____, at _____ p.m. in Courtroom 2B of the above-captioned court, Plaintiffs Savanna Pilkington, Sylvia Hernandez, Cindy Cunningham, and Marilyn Rychart, on behalf of Aggrieved Employees and the State of California as their designated proxies (collectively, the "Plaintiffs") appeared through counsel on a motion to seek an Order to approve the parties' Private Attorneys General Act (PAGA) Settlement Agreement, a copy of which is attached hereto as **Exhibit 1** and incorporated herein by reference, and to establish a Qualified Settlement Fund.

After considering the motion, the papers filed in support thereof, and the Court record as a whole, IT IS HEREBY ORDERED that the Court GRANTS the Plaintiffs' motion and hereby approves the PAGA Settlement Agreement.

The Court finds the PAGA Settlement is fair, adequate, and reasonable based on the following findings:

- The settlement was reached through arm's-length bargaining (not through fraud or collusion);
- PAGA Counsel's investigations and discovery were sufficient to allow PAGA Counsel and the Court to act intelligently;
- PAGA Counsel is well experienced in employee class and representative action litigation;
- The case was complex and there was a certain amount of risk of appeals after lengthy litigation if the case did not resolve in the manner in which it resolved; and
- The settlement amount represents a fair and reasonable settlement of the claims asserted in relationship to the potential risks of continuing to litigate the matter.

The Court further finds that the requested attorneys' fees, costs, and litigation expenses are reasonable.

Accordingly, IT IS FURTHER ORDERED as follows:

1. The Court approves the settlement of the above-captioned action as set forth in the PAGA Settlement Agreement (**Exhibit 1**) because the Court finds that it is fair, reasonable, and adequate.

2. The parties shall comply with all aspects of the PAGA Settlement Agreement.

3. The Court hereby orders, establishes, and approves the creation of a Qualified Settlement Fund (QSF) within the meaning of 26 U.S.C. § 468B and Treasury Regulation § 1.468B-1, for the purpose of receiving, holding, administering, and distributing the settlement proceeds in accordance with the PAGA Settlement Agreement and this Order.

4. All settlement proceeds paid pursuant to the PAGA Settlement Agreement shall be deposited into the QSF, which shall be established and maintained as a separate trust account at a federally insured financial institution.

5. The Fund shall be treated at all times as a "qualified settlement fund" within the meaning of Treas. Reg. §§ 1.468B-1 through 1.468B-5, 26 C.F.R. §§ 1.468B-1 through 1.468B-5 (1992), and the parties shall treat the Fund as a qualified settlement fund for all reporting purposes under the federal tax laws. It shall be the responsibility of Administrator to prepare and deliver any necessary documentation for signature by all necessary parties, and thereafter to cause any appropriate filings to occur. All expenses associated with compliance with this provision shall be paid from the Fund. For the purposes of § 468B of the Internal Revenue Code of 1986, and Treas. Reg. § 1.468B, the "Administrator" shall be the QSF Administrator. The responsibility for the filing of all informational and other tax returns necessary or advisable with respect to the Fund (including without limitation the returns described in Treas. Reg. § 1.468B-2(k)) is the QSF Administrator's.

6. Phoenix Settlement Administrators is hereby appointed as the administrator and trustee of the QSF ("QSF Administrator") and is authorized and

directed to administer the QSF in accordance with the terms of the PAGA Settlement Agreement, this Order, and all applicable federal and state laws and regulations.

7. The QSF Administrator shall have the authority to:

- Name the Qualified Settlement Fund;
- Hold, manage, invest, and disburse the settlement proceeds;
- Pay all approved settlement-related expenses, including but not limited to administration costs, notice costs, attorneys' fees and costs, penalties, and distributions to Aggrieved Employees, as applicable;
- Obtain any required tax identification numbers, file all required tax returns, and pay any taxes owed by the QSF;
- Prepare and issue all required tax reporting documents; and
- Take all other actions reasonably necessary to carry out the administration and distribution of the settlement proceeds.

8. The QSF Administrator shall not disburse any settlement funds except as authorized by the PAGA Settlement Agreement and/or further order of the Court.

9. The Court retains continuing and exclusive jurisdiction over the QSF, the QSF Administrator, and the administration and distribution of the settlement proceeds for all purposes.

10. The calculations and the payments shall be made and administered in accordance with the terms of the PAGA Settlement Agreement.

11. The Court hereby enters a Judgment in this case in accordance with the terms of the PAGA Settlement Agreement and this case shall be dismissed with prejudice within 60 days from the date of this order.

**IT IS SO ORDERED.**

Dated: _____

_____
Hon. Steve B. Chu
United States Magistrate Judge

**Thomas D. Rutledge**
Attorney-at-Law
16956 Via de Santa Fe, Suite 1847
Rancho Santa Fe, California 92091
Telephone: (619) 886-7224

## PROOF OF SERVICE

STATE OF CALIFORNIA

COUNTY OF SAN DIEGO

I, THOMAS D. RUTLEDGE, the undersigned, 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 16956 Via de Santa Fe, Suite 1847, Rancho Santa Fe, California 92091-4606.

On October 19, 2026, I served the foregoing document(s) described as:

**PLAINTIFFS' NOTICE OF MOTION AND MOTION TO APPROVE PAGA SETTLEMENT; MEM. OF P&A'S ISO THEREOF; AND DECLARATION OF THOMAS D. RUTLEDGE ISO THEREOF**

on the interested parties to this action by placing a copy thereof enclosed in a sealed envelope addressed as follows: **See Attached List.**

☐ **(BY MAIL)** I am readily familiar with the business practice for collection and processing of correspondence for mailing with the United States Postal Service. This correspondence was deposited with the United States Postal Service this same day in the ordinary course of business at our Firm's office address in San Diego, California.

☒ **(BY E-MAIL)** I am readily familiar with the business practice for collection and processing of correspondence for emailing. This correspondence was sent via email to the recipients' business email addresses identified above.

☐ (BY OVERNIGHT DELIVERY SERVICE) I served the foregoing document by Federal Express, an express service carrier which provides overnight delivery, as follows. I placed true copies of the foregoing document in sealed envelopes or packages designated by the express service carrier, addressed to each interested party as set forth above, with fees for overnight delivery paid or provided for.

☐ (BY PERSONAL SERVICE) I caused such envelope to be delivered by hand to the offices of the above named addressee(s).

Executed October 19, 2026, at San Diego, California.

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

/s/*THOMAS D. RUTLEDGE*
THOMAS D. RUTLEDGE

**SERVICE LIST**

Alex Randolph, Esq.
Maria C. Rodriguez, Esq.
MCDERMOTT WILL & EMERY LLP
2049 Century Park East, Suite 3200
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Telephone: (310) 277-4110
mcrodriguez@mwe.com
arandolph@mwe.com

Attorneys for Defendant

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