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SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN BERNARDINO

KIRSTEN CORBETT and BRENDA
CARDENAS, individually, and on behalf
of all others similarly situated,

Plaintiffs,

vs.

G-III APPAREL GROUP, LTD., an entity
of unknown form; AM RETAIL GROUP,
INC., a corporation; and DOES 1 through
10, inclusive,,

Defendants.

CASE NO.: CIVSB2305772

**DECLARATION OF NORMAN BLUMENTHAL
IN SUPPORT OF MOTION FOR FINAL
APPROVAL OF CLASS SETTLEMENT,
ATTORNEYS' FEES, COSTS AND SERVICE
AWARD**

Hearing Date: April 9, 2025

Hearing Time: 1:30 p.m.

*[Hearing scheduled by Order dated December 2,
2024]*

Judge: Hon. Joseph T. Ortiz

Dept.: S-17

Action Filed: March 3, 2023

Trial Date: Not set

1 I, NORMAN B. BLUMENTHAL, declare as follows:

2 1. I am the managing partner of the law firm of Blumenthal Nordrehaug Bhowmik De
3 Blouw LLP, counsel of record for Plaintiffs Kirsten Corbett and Brenda Cardenas ("Plaintiffs") in this
4 matter. As such, I am fully familiar with the facts, pleadings and history of this matter. The following
5 facts are within my own personal knowledge, and if called as a witness, I could testify competently to
6 the matters stated herein. This declaration is being submitted in support to the Plaintiff's motion for
7 final approval of the class settlement, including attorneys' fees, costs and service award

8 2. Over the course of the litigation, a number of attorneys in my firm have worked on this
9 matter. Their credentials are reflected in the Blumenthal Nordrehaug Bhowmik De Blouw LLP firm
10 resume, a true and correct copy of which is attached hereto as Exhibit #1. Some of the major cases our
11 firm has undertaken are also set forth in Exhibit #1. The bulk of the attorneys involved in this matter
12 at Blumenthal Nordrehaug Bhowmik De Blouw LLP have had substantial class litigation experience in
13 the areas of employment class actions, unfair business practices and other complex litigation. The
14 attorneys at my firm have extensive experience in cases involving labor code violations and overtime
15 claims. Class Counsel has litigated similar overtime cases against other employers on behalf of
16 employees, including cases against Sharp Healthcare, Walmart, Legoland, Cigna, HealthNet, See's
17 Candies, Securitas, Okta, Advanced Home Health, El Pollo Loco, Total Renal, Panda Express, Walt
18 Disney Resorts, Pharmaca, Nortek Security, California Fine Wine, Solarcity, Walgreens, Space
19 Exploration, Union Bank, Verizon, Apple, Wells Fargo, Kaiser, Universal Protection Services, and
20 California State Automobile Association. Class Counsel have been approved as experienced class
21 counsel during contested motions in state and federal courts throughout California. It is this level of
22 experience which enabled the firm to undertake the instant matter and to successfully combat the
23 resources of the defendants and their capable and experienced counsel. Class Counsel have participated
24 in every aspect of the settlement discussions and have concluded the settlement is fair, adequate and
25 reasonable and in the best interests of the Class.

26
27 3. Summary of the Proposed Settlement.

28 (a) A true and correct copy of the Class Action Settlement Agreement and Release (the

1 “Agreement”) between the parties is attached hereto as Exhibit #2. Plaintiffs and Defendant AM Retail
2 Group, Inc. (“Defendant”) reached a full and final settlement of the above-captioned action, which is
3 embodied in the Agreement filed concurrently with the Court. As consideration for this Settlement, the
4 Gross Settlement Amount to be paid by Defendant AM Retail Group, Inc. ("Defendant") is One Million
5 One Hundred Thousand Dollars (\$1,100,000) (Agreement at ¶ 21.) Under the Settlement, the Gross
6 Settlement Amount consists of the following elements: (1) payment of the Individual Settlement
7 Payments to Settlement Class Member and Individual PAGA Payments to PAGA Members; (2) Class
8 Counsel Award; (3) Settlement Administrator Costs; (4) the Class Representative Service Awards to
9 Plaintiffs; and (5) the Payment to LWDA. (Agreement at ¶¶ 21 and 64.)

10 (b) The Gross Settlement Amount does not include Employer’s Side of Payroll Taxes.
11 (Agreement at ¶¶ 18 and 21.) No portion of the Gross Settlement Amount shall revert to Defendant
12 under any circumstances. (Agreement at ¶ 21.)

13 (c) Within fourteen (14) calendar days of the Effective Date, Defendant shall wire transfer the
14 full Gross Settlement Amount, Share of Payroll Taxes, to the Settlement Administrator. (Agreement
15 at ¶ 63.) The distribution of Individual Settlement Payments to Settling Class Members along with the
16 other Court-approved distributions shall be made by the Settlement Administrator within seven (7) days
17 after Defendant funds the Gross Settlement Amount. (Agreement at ¶ 65.)

18 (d) The amount remaining in the Gross Settlement Amount after the deduction of
19 Court-approved amounts for Class Counsel Award, Class Representative Service Award, the entire
20 Payment to the LWDA and PAGA Members, and Settlement Administration Costs (called the “Net
21 Settlement Amount”) shall be allocated to Settlement Class Members as their Individual Settlement
22 Payments. (Agreement at ¶¶ 22 and 25.) Individual Settlement Payments will be paid from the Net
23 Settlement Amount and shall be paid pursuant to the settlement formula set forth herein. The Settlement
24 Administrator shall calculate the Total Compensable Workweeks for all Settlement Class Members
25 based on the Class Information. The respective Compensable Workweeks for each Settlement Class
26 Member will be divided by the Total Compensable Workweeks for all Settlement Class Members,
27 resulting in the Payment Ratio for each Settlement Class Member. Each Settlement Class Member’s
28

1 Payment Ration will then be multiplied by the Net Settlement Amount to determine his or her Individual
2 Settlement Payment. (Agreement at ¶ 64(a).) Compensable Workweeks were based on Defendant's
3 records, however, Settlement Class Members had the right to challenge the number of Compensable
4 Workweeks.

5 (e) Class Members were sent the Court approved Class Notice using the procedure approved by
6 the Court by mailing the notice packets after updating class members' addresses using the National
7 Change of Address database and, for any notice packets returned as undeliverable. See Declaration of
8 Lisa Pavlik ("Pavlik Decl.") ¶¶ 4-9. Class Members were provided with the opportunity to exclude
9 themselves or "opt out" if they did not want to participate in the settlement. (Agreement at ¶ 36.) Pavlik
10 Decl. ¶ 3, Exh. A. No Class Member objected and only one Class Members submitted a request for
11 exclusion. Pavlik Decl. ¶ 14-15. Therefore, nearly all Class Members (99.95%) are deemed Settlement
12 Class Members who are bound by the Settlement and will be entitled to receive a share of the Net
13 Settlement Amount. (Agreement at ¶ 25.) All PAGA Members, including those who submit an opt-out
14 request, will still be paid their allocation of the Individual PAGA Payment and will remain subject to
15 the release of the Released PAGA Claims regardless of their request for exclusion. (Agreement at ¶ 22
16 and 40.) Finally, the Class Notice advised the Class Members of their right to object to the Settlement
17 and/or dispute their Workweeks. (Agreement at ¶¶ 7 and 62(c), Ex. 1.)

18 (f) A Settlement Class Member must cash his or her Individual Settlement Payment check within
19 120 days after it is mailed. (Agreement at ¶ 64(c).) Any settlement checks not cashed within 120 days
20 will be voided and any funds represented by such checks sent to the California Controller's Unclaimed
21 Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the
22 requirements of C.C.P. § 384(b). (Agreement at ¶ 64(c).)

23 (g) Simpluris, Inc. was appointed by the Court as the Settlement Administrator for the
24 Settlement. (Agreement at ¶ 44.) From the Gross Settlement Amount, the Settlement Administrator will
25 be paid for settlement administration in an amount not to exceed \$14,000. (Agreement at ¶ 64(h).) As
26 set forth in the Pavlik Decl. at ¶ 22, the Settlement Administrator Costs, including fees and costs
27 incurred to-date, as well as anticipated fees and costs for completion of the settlement administration,
28 are \$14,000.

1 (h) Subject to Court approval, the Agreement provides for Class Counsel to be awarded a sum
2 not to exceed one-third of the Gross Settlement Amount, as Class Counsel Award. (Agreement at ¶
3 64(g).) Class Counsel will also be allowed to apply separately for an award of Class Counsel's
4 reimbursement costs or expenses associated with Class Counsel's prosecution of this matter from the
5 Gross Settlement Amount not to exceed \$40,000.00. (Agreement at ¶ 64(g).) Subject to Court approval,
6 the Agreement provides for a payment of no more than \$10,000 each to the Plaintiffs as the Class
7 Representative Service Award. (Agreement at ¶ 64(f).) In support of these requests for attorneys' fees,
8 reimbursement of expenses and service award, Class Counsel is providing evidentiary support, including
9 lodestar.

10 (i) Subject to Court approval, the entire Payment to the LWDA and PAGA Members will be paid
11 from the Gross Settlement Amount for PAGA penalties under the California Private Attorneys General
12 Act, Cal. Labor Code Section 2698, *et seq.* ("PAGA"). The entire Payment to the LWDA and PAGA
13 Members is \$50,000. (Agreement at ¶¶ 23 and 64(i).) Pursuant to the express requirements of Labor
14 Code § 2699(i), the entire Payment to the LWDA and PAGA Members shall be allocated as follows:
15 75% shall be allocated to the Labor Workforce Development Agency ("LWDA") as its share of the civil
16 penalties and 25% allocated to the Individual PAGA Payments to be distributed to the PAGA Members
17 based on the PAGA Payment Ratio. (Agreement at ¶¶ 32 and 64(b).) As set forth in the accompanying
18 proof of service, the LWDA has been served with this motion and the Agreement

19 (j) The Settlement is fair, adequate and reasonable to the class and should be finally approved
20 for the same reasons the Court granted preliminary approval of the Settlement, agreeing that the
21 settlement is "fair, adequate, and reasonable". (Preliminary Approval Order at ¶ 10.) In sum, the
22 Settlement valued at \$1,100,000 is an excellent result for the Class. This result is particularly favorable
23 in light of the fact that liability and class certification in this case were far from certain in light of the
24 defenses asserted by Defendant. Given the complexities of this case, the defenses asserted, the
25 uncertainty of class certification, along with the uncertainties of proof at trial and appeal, the proposed
26 settlement is fair, reasonable and adequate, and should be finally approved.

27
28 4. Procedural status of the settlement - In accordance with the Preliminary Approval Order

1 dated December 2, 2024 ("Preliminary Approval Order"), the approved Class Notice has been
2 disseminated to the Class. The reaction of the Class unequivocally supports approval of the Settlement.
3 On December 30, 2024, the Settlement Administrator mailed the Court-approved Class Notice to the
4 Class Members, which provided each class member with the terms of the Settlement, including notice
5 of the claims at issue and the financial terms of the settlement, including the attorneys' fees, costs, and
6 service award that were being sought, how individual settlement awards would be calculated, and the
7 specific, estimated payment amount to that individual. See Pavlik Decl. ¶ 8, Exh. A. In disseminating
8 the notice, the Settlement Administrator followed the notice procedures authorized by the Court in its
9 Preliminary Approval Order. Significantly, there have been no objections and only one (1) request to
10 opt-out. Pavlik Decl. ¶¶ 14-15. The request to opt out was submitted by Van Nguyen. As such, nearly
11 the entire Class (99.95%) will participate in the Settlement and will be sent a settlement check. See
12 Pavlik Decl. at ¶¶ 5 and 7.

13
14 5. Description of Plaintiffs' claims - The Action generally alleges that Plaintiffs and other
15 Class Members were not properly paid all overtime wages for hours worked and at the correct rate of
16 pay, were not provided meal and rest periods or paid premiums at the correct rate of pay in lieu thereof,
17 were not timely paid earned wages, were not provided reimbursement for required expenses, were not
18 provided accurate itemized wage statements, were not pay all sick wages and the correct rate of pay, and
19 were not paid all wages at the time of termination. The Action seeks unpaid wages, penalties, attorney
20 fees, litigation costs, and any other equitable or legal relief allegedly due and owing to Plaintiffs and the
21 other Class Members by virtue of the foregoing claims.

22
23 6. Procedural History of the Litigation

24 (a) On December 13, 2022, Plaintiff Kristen Corbett ("Plaintiff Corbett") filed with the LWDA
25 and served on Defendant a notice under Labor Code section 2699.3 identifying the alleged Labor Code
26 violations to recover civil penalties on behalf of Aggrieved Employees for various Labor Code
27 violations.

28 (b) On February 24, 2023, Plaintiff Corbett filed a Representative Action Complaint against

1 Defendant in the Superior Court of the State of California, County of San Bernardino, asserting a single
2 cause of action for violation of the Private Attorney General Act, Cal. Labor Code §§ 2698, et seq.
3 (“PAGA”), Case No. CIVSB 2305772 (the “Action”).

4 (c) On June 23, 2023, Plaintiff Corbett filed an First Amended Class Action Complaint, adding
5 class claims against Defendant for: (1) failure to provide required meal periods in violation of Cal. Labor
6 Code §§ 226.7 and 512; (2) failure to provide required rest periods in violation of Cal. Labor Code §§
7 226.7 and 512; (3) failure to pay overtime wages in violation of California Labor Code §§ 510, 1194
8 & 1198; (4) failure to pay timely wages in violation of California Labor Code § 204; (5) failure to
9 provide wages when due in violation of California Labor Code §§ 201, 202 and 203; (6) failure to
10 maintain required records in violation of California Labor Code §§ 226 and 1174; (7) failure to provide
11 accurate itemized wage statements in violation of California Labor Code § 226; (8) failure to reimburse
12 employees for required expenses in violation of California Labor Code § 2802; (9) failure to pay sick
13 wages in violation of California Labor Code §§ 201-204, 233, 246 and (10) unfair competition in
14 violation of Cal. Bus & Prof. Code §§ 17200, et seq.

15 (d) On March 22, 2023, Plaintiff Brenda Cardenas (“Plaintiff Cardenas”) filed with the LWDA
16 and served on Defendant a notice under Labor Code section 2699.3 identifying the alleged Labor Code
17 violations to recover civil penalties on behalf of Aggrieved Employees for various Labor Code
18 violations.

19 (e) On March 22, 2023, Plaintiff Cardenas filed a class action Complaint against Defendant in
20 the Superior Court of the State of California, County of San Diego (“Cardenas Class Action”). This class
21 action Complaint asserted claims against Defendant for: (1) unfair competition in violation of Cal. Bus
22 & Prof. Code §§ 17200, et seq.; (2) failure to pay minimum wages in violation of California Labor Code
23 §§ 1194, 1197, and 1197.1; (3) failure to pay overtime wages in violation of California Labor Code §§
24 510, 1194 & 1198; (4) failure to provide required meal periods in violation of Cal. Labor Code §§ 226.7
25 and 512; (5) failure to provide required rest periods in violation of Cal. Labor Code §§ 226.7 and 512;
26 (6) failure to provide accurate itemized wage statements in violation of California Labor Code § 226;
27 (7) failure to reimburse employees for required expenses in violation of California Labor Code § 2802;
28 (8) failure to provide wages when due in violation of California Labor Code §§ 201, 202 and 203;(9)

1 failure to pay sick wages in violation of California Labor Code §§ 201-204, 233, 246; (10) discrimination
2 and retaliation in violation of FEHA; and, (11) constructive discharge and other adverse employment
3 actions in violation of public policy.

4 (f) On May 30, 2023, Plaintiff Cardenas filed a Representative Action Complaint against
5 Defendant in the Superior Court of the State of California, County of Orange, asserting a single cause
6 of action for violation of (“PAGA”), Case No. 22CV024363 (“Cardenas PAGA Action”) based upon
7 the same violations alleged in the Class Action Complaint.

8 (g) On October 6, 2024, Plaintiffs filed a Second Amended Complaint, which effectively
9 consolidated the claims alleged in this Action with the claims separately alleged in the Cardenas Class
10 Action and Cardenas PAGA Action. The Second Amended Complaint is the operative complaint in this
11 Action (the “Operative Complaint”)

12 (h) Over the course of litigation, the Parties engaged in the investigation of the claims, including
13 informal discovery, and the production of documents, class data, and other information, allowing for the
14 full and complete analysis of liabilities and defenses to the claims in the Action. The information for
15 mediation obtained by Plaintiffs included: (1) data concerning the class; (2) payroll data and time punch
16 data for the class covering 167,683 shifts and 47,844 workweeks; (3) Defendant’s wage and hour
17 policies; (4) the employment files for the Plaintiffs; and, (5) samples of wage statements provided by
18 Defendant. As such, Class Counsel received the data and information for the Class, which was sufficient
19 for Plaintiffs’ expert to prepare the valuations of the claims for the Class

20 (i) Class Counsel has extensive experience in litigating wage and hour class actions in California.
21 The Parties have vigorously litigated the Action since inception. During the course of litigation, the
22 Parties each performed analysis of the merits and value of the claims. Plaintiffs and Defendant have
23 engaged in significant research and investigation in connection with the Action. Class Counsel has
24 thoroughly analyzed the value of the claims during the prosecution of this Action and utilized an expert
25 to perform an analysis of the data and valuation of the claims.

26 (j) Plaintiffs and Defendant agreed to discuss resolution of the Action through a mediation. Prior
27 to mediation, the Parties engaged in the above investigation and the exchange of documents and
28 information in connection with the Action. On May 17, 2024, the Parties participated in an all-day

1 mediation presided over by Todd Smith, Esq., a respected jurist and experienced mediator of wage and
2 hour class actions. Following the mediation, each side, represented by its respective counsel, were able
3 to agree to settle the Action based upon a mediator's proposal which was memorialized in a
4 memorandum of understanding. The Parties then negotiated the final terms of the settlement as set forth
5 in the Agreement. At all times, the negotiations were arm's length and contentious.

6 (k) Although a settlement has been reached, Defendant denies any liability or wrongdoing of any
7 kind associated with the claims alleged in the Actions and further denies that, for any purpose other than
8 settlement, the Action is appropriate for class and/or representative treatment. Defendant contends,
9 among other things, that it has complied at all times with the California Labor Code, applicable Wage
10 Order, and all other laws and regulations. Further, Defendant contends that class certification is
11 inappropriate for any reason other than for settlement. Plaintiffs contend that Defendant violated
12 California wage and hour laws. Plaintiffs further contend that the Action is appropriate for class
13 certification on the basis that the claims meet the requisites for class certification. Without admitting
14 that class certification is proper, Defendant have stipulated that the above Class may be certified for
15 settlement purposes only. (Agreement at ¶ 55.) The Parties agree that certification for settlement
16 purposes is not an admission that class certification is proper. Further, the Agreement is not admissible
17 in this or any other proceeding as evidence that the Class could be certified absent a settlement. Solely
18 for purposes of settling the Action, the Parties stipulate and agree that the requisites for establishing class
19 certification with respect to the Class are satisfied

20 (l) Class Counsel has conducted an investigation into the facts of the class action. Informal
21 discovery was obtained, which included the production of thousands of pages of relevant documents.
22 Class Counsel engaged in a thorough review and analysis of the relevant documents and data with the
23 assistance of an expert. Accordingly, the agreement to settle did not occur until Class Counsel possessed
24 sufficient information to make an informed judgment regarding the likelihood of success on the merits
25 and the results that could be obtained through further litigation. In addition, Class Counsel previously
26 negotiated settlements with other employers in actions involving nearly identical issues and analogous
27 defenses. Based on the foregoing data and their own independent investigation, evaluation and
28 experience, Class Counsel believes that the settlement with Defendant on the terms set forth in the

1 Agreement is fair, reasonable, and adequate and is in the best interest of the Class in light of all known
2 facts and circumstances, including the risk of significant delay, defenses asserted by Defendant, and
3 potential appellate issues.

4
5 7. History of Settlement Discussions

6 (a) This settlement is the result of extensive and hard-fought litigation as well as negotiations
7 before an experienced and well-respected mediator. Defendant has expressly denied and continues to
8 deny any wrongdoing or legal liability arising out of the conduct alleged in the Action. Plaintiffs and
9 Class Counsel have determined that it is desirable and beneficial to the Class to resolve the Released
10 Class Claims of the Class in accordance with this Settlement, based upon the experience of Class
11 Counsel who has previously litigated similar claims against other employers.

12 (b) The Parties attended an arms-length mediation session with Todd Smith, Esq, a respected
13 jurist and experienced mediator of wage and hour class actions, in order to reach this Settlement. In
14 preparation for the mediation, Defendant provided Plaintiffs and Class Counsel with payroll and
15 employment data and other information regarding the Class Members, various internal documents, and
16 other compensation and employment-related materials. Class Counsel analyzed the data with the
17 assistance of damages expert Berger Consulting and prepared and submitted a mediation brief to the
18 mediator. Following the all-day mediation session, the Parties agreed to this Settlement based upon a
19 mediator's proposal.

20 (c) From May 17, 2024 to October 8, 2024, the initial settlement agreement and exhibits
21 thereto were finalized and executed. On December 2, 2024, the Court issued its Order granting
22 preliminary approved of the settlement as fair, adequate, and reasonable to the Class.

23 (d) Plaintiffs and Class Counsel believe that this settlement is fair, reasonable and adequate. In
24 my judgment as experienced Class Counsel, this Settlement should be finally approved.

25
26 8. The outcome of this case would have been uncertain and fraught with risks.

27 (a) Here, a number of defenses asserted by Defendant present serious threats to the claims of the
28 Plaintiffs and the other Class Members. Defendant asserted that Defendant's practices complied with

1 all applicable Labor laws. Defendant argues Plaintiffs' suitable seating claim (under which only PAGA
2 penalties are recoverable) is subject to the defense that the nature of the work prohibited the use of seats,
3 as these retail employees, when not assisting customers, are expected to be performing other tasks when
4 on the clock, such as taking inventory, folding clothes. Defendants also argued that Class Members were
5 paid for all time worked and that all work time was properly recorded. Defendant argued there was no
6 miscalculation of the regular rate when paying wages and no underpayment meal premiums and sick pay.
7 Defendant contends that its meal and rest period policies fully complied with California law and
8 Defendant did not fail to provide the opportunity for legally required meal and rest breaks. Defendant
9 could argue that its payment of meal period premiums is evidence of lawful practices. Defendant also
10 raised the defense that no employees were expected to use their personal cellular phones, and that if any
11 managers, like Plaintiffs, were using their personal cell phones, Defendant did not know about it.
12 Defendant contends that there was no failure to pay for business expenses and any cell phone usage was
13 merely convenient and voluntary such that reimbursement was not legally required. Finally, Defendant
14 could argue that the Supreme Court decision in *Brinker v. Superior Court*, 53 Cal. 4th 1004 (2012),
15 weakened Plaintiffs' claims, on liability, value, and class certifiability as to the meal and rest period
16 claims. Defendant also argues that based on its facially lawful practices, Defendant acted in good faith
17 and without willfulness, which if accepted would negate the claims for waiting time penalties and/or
18 inaccurate wage statements. If successful, Defendant's defenses could eliminate or substantially reduce
19 any recovery to the Class. While Plaintiffs believe that these defenses could be overcome, Defendant
20 maintains these defenses have merit and therefore present a serious risk to recovery by the Class.

21 (b) There was also a significant risk that, if the Action was not settled, Plaintiffs would be unable
22 to obtain a certified class and maintain the certified class through trial, and thereby not recover on behalf
23 of any employees other than herself. At the time of the mediation, Defendant forcefully opposed the
24 propriety of class certification, arguing that individual issues precluded class certification. Further, as
25 demonstrated by the California Supreme Court decision in *Duran v. U.S. Bank National Assn.*, 59 Cal.
26 4th 1 (2014), there are significant hurdles to overcome for a class-wide recovery even where the class
27 has been certified. While other cases have approved class certification in wage and hour claims, class
28 certification in this action was hotly disputed and the maintenance of a certified class through trial was

1 by no means a foregone conclusion.

2 (c) As demonstrated by the decision in *Duran*, the complexities and duration of further litigation
3 cannot be overstated. There is little doubt that Defendant would post a bond and appeal in the event of
4 an adverse judgment. A post-judgment appeal by Defendant would have required many more years to
5 resolve, assuming the judgment was affirmed. If the judgment was not affirmed in total, then the case
6 could have dragged on for years after the appeal. The benefits of a guaranteed recovery today outweigh
7 an uncertain result three or more years in the future. Plaintiffs and Class Counsel recognize the expense
8 and length of a trial against Defendant through possible appeals which could take at least another two
9 or three years. Class Counsel also have taken into account the uncertain outcome, the risk of litigation,
10 especially in complex actions such as this one. Class Counsel are also mindful of and recognize the
11 inherent problems of proof under, and alleged defenses to, the claims asserted in the Action. Moreover,
12 post-trial motions and appeals would have been inevitable. Costs would have mounted and recovery
13 would have been delayed if not denied, thereby reducing the benefits of an ultimate victory. The
14 Settlement confers substantial benefits upon the Class. Based upon their evaluation, Plaintiffs and Class
15 Counsel have determined that the Settlement set forth in the Agreement is in the best interest of the
16 Class.

17 (d) The Settlement in this case is fair, reasonable and adequate considering Defendant's
18 defenses to Plaintiffs' claims. As set forth in the Declaration of Nordrehaug in support of preliminary
19 approval which discussed the value of the class claims in detail, the Gross Settlement Amount compares
20 favorably to the value of the claims. Based upon 2,138 Participating Class Members who collectively
21 worked an estimated 57,253 workweeks, the Gross Settlement Amount provides an average value of
22 \$514.50 per Class Member and \$19.21 per workweek and after deductions the Net Settlement Amount
23 provides an average recovery of \$285.00 per Class Member and a recovery of \$10.64 per workweek.
24 The calculations to compensate for the amount due for the Class at the time of the mediation were
25 calculated by Berger Consulting, Plaintiffs' damage expert. As to the Class whose claims are at issue
26 in this Action, Plaintiffs used the expert to analyze the data and determine the potential unpaid wages
27 for the employees. The maximum potential damages were calculated to be \$7,596 for the alleged
28 underpaid overtime and sick pay, \$937,599.47 for alleged meal period damages for shifts worked and

1 after deducting the meal premiums actually paid by Defendant, \$736,032.25 for alleged rest period
2 damages based upon the same potential 25% violation rate observed for meal periods, and \$525,620 for
3 alleged unreimbursed business expenses for personal cell phone usage. As a result, the total damage
4 valuation was calculated that Defendant was subject to a maximum damage claim in the amount of
5 \$2,206,847.72. As to potential penalties, Plaintiffs calculated that potential waiting time penalties were
6 a maximum of \$3,859,557, and potential maximum wage statement penalties were \$1,016,750.¹
7 Defendant vigorously disputed Plaintiffs' calculations and exposure theories. Consequently, the Gross
8 Settlement Amount of \$1,100,000 represents more than 50% of the maximum value of the alleged
9 damages at issue in this case at the time this Settlement was negotiated, assuming these amounts could
10 be proven at trial.² Importantly, the recent decision that good faith belief of compliance by the employer
11 in *Naranjo v. Spectrum Sec. Servs., Inc.*, 15 Cal. 5th 1056, 1065 (2024), could completely negate the
12 claims for waiting time and wage statement penalties, even if wages were owed to the Class. The above
13 maximum calculations should then be adjusted in consideration for both the risk of class certification
14 and the risk of establishing class-wide liability on all claims. Given the amount of the settlement as
15 compared to the potential value of claims in this case and the defenses asserted by Defendant, this
16 settlement is fair and reasonable.³ Clearly, the goal of this litigation has been met.

17
18 ¹ While Plaintiffs alleged claims for statutory penalties pursuant to Labor Code Sections 203 and
19 226, at mediation Plaintiffs recognized that these claims were subject to additional, separate defenses
20 asserted by Defendant, including, a good faith dispute defense as to whether any premium wages for
21 meal or rest periods or other wages were owed given Defendant's position that Plaintiffs and Class
22 Members were properly compensated. See *Nordstrom Commission Cases*, 186 Cal. App. 4th 576, 584
23 (2010) ("There is no willful failure to pay wages if the employer and employee have a good faith dispute
24 as to whether and when the wages were due.").

25 ² Because the PAGA claim is not a class claim and primarily is paid to the State of California,
26 Plaintiffs did not included the PAGA claim in this discussion of the value of the class claims. The
27 PAGA claim is addressed in the Declaration of Audry Wand at ¶27 filed currently herewith.

28 ³ See *Glass v. UBS Fin. Servs.*, 2007 U.S. Dist. LEXIS 8476 (N.D. Cal. 2007) (approving a
settlement where the settlement amount constituted approximately 25% of the estimated overtime
damages for the class); *Stovall-Gusman v. W.W. Granger, Inc.*, 2015 U.S. Dist. LEXIS 78671, at *12
(N.D. Cal. 2015) (granting final approval where "the proposed Total Settlement Amount represents
approximately 10% of what class might have been awarded had they succeeded at trial."); *Viceral v.*
Mistras Grp., Inc., 2016 WL 5907869 (N.D. Cal. 2016) (approving wage and hour class action
settlement amounting to 8.1% of full value); *Ma v. Covidien Holding, Inc.*, 2014 WL 2472316, (C.D.

1 (e) In sum, the Settlement valued at \$1,100,000 is an excellent result for the Class. This result
2 is particularly favorable in light of the fact that liability and class certification in this case were far from
3 certain. Given the complexities of this case, the defenses asserted, the uncertainty of class certification,
4 along with the uncertainties of proof at trial and appeal, the proposed settlement is fair, reasonable and
5 adequate, and should be finally approved.

6 (f) It is impossible to predict with certainty whether, under the facts of this case, Plaintiffs would
7 prevail against the Defendant's factual and legal defenses. While Plaintiffs and Class Counsel believe
8 in the merits of the claims, Defendant has asserted real and substantial defenses to these claims and to
9 class certification. Settlement in this case clearly benefits the Class when measuring the strengths of
10 Plaintiffs' case and the risk of establishing class wide liability and damages.

11
12 **ATTORNEYS' FEES, LITIGATION EXPENSES AND SERVICE AWARD**

13 9. The Agreement For The Payment of Fees and Expenses Should Is Appropriate And
14 Should Be Enforced

15 (a) Class Counsel successfully negotiated a class action settlement which provides for a common
16 fund settlement to be paid by Defendant to the Class in the amount of One Million One Hundred
17 Thousand Dollars (\$1,100,000) (Agreement at ¶¶ 21.) As part of the settlement, the parties agreed to an
18 award of attorneys' fees equal to one-third (1/3) of the Gross Settlement Amount as the Class Counsel
19 Award. (Agreement at ¶ 4.) By this motion, Class Counsel respectfully requests approval of the Class
20 Counsel Award in an amount equal to one-third of the Gross Settlement Amount.

21 (b) In the class action context, that means "attempting to award the fee that informed private
22 bargaining, if it were truly possible, might have reached." Here, informed arms-length bargaining
23 between experienced counsel and Defendant resulted in Defendant negotiating the fee award to one-third
24 of the Gross Settlement Amount. Such bargaining is obviously the best measure of the market for fees.
25 Moreover, fee awards in common fund settlements as this one have resulted in a percentage of fees in

26
27 _____
28 Cal. 2014) (approving wage and hour class action settlement worth "somewhere between 9% and 18%"
of maximum valuation).

1 an equivalent percentage to the sum sought by Class Counsel herein, further reflecting the accurate
2 market value of the award requested.

3 (c) The requested fee award, agreed to by the parties as part of the Settlement, should be
4 approved. The requested fee award was bargained for during arms' length adversarial bargaining by
5 counsel for each of the parties as part of the Settlement.

6
7 10. The Class Counsel Fee Award Is Properly Calculated as a Percentage of the Total Value
8 Created for the Benefit of the Class

9 (a) As part of the settlement, the Parties agreed to an award of attorneys' fees equal to one-third
10 of the Gross Settlement Amount of \$1,100,000 which equals \$366,666.67 for attorneys' fees. As part
11 of the Agreement, Defendant also agreed that Class Counsel will also be paid reasonable litigations
12 expenses incurred as per Class Counsel's billing statement in an amount not to exceed \$40,000. Finally,
13 Defendant also agreed that Plaintiffs can be awarded a Class Representative Service Award in the
14 amount of \$10,000 each, as their service awards under the Agreement.

15 (b) In defining a reasonable fee, the Court should mimic the marketplace for cases involving
16 a significant contingent risk such as this one. Our legal system places unique reliance on private litigants
17 to enforce substantive provisions of employment law through class actions. Therefore, attorneys
18 providing these substantial benefits should be paid an award equal to the amount negotiated in private
19 bargaining that takes place in the legal market place.

20 (c) There is a substantial difference between the risk assumed by attorneys being paid by the
21 hour and attorneys working on a contingent fee basis. The attorney being paid by the hour can go to the
22 bank with his fee. The attorney working on a contingent basis can only log hours while working without
23 pay towards a result that will hopefully entitle him to a marketplace contingent fee taking into account
24 the risk and other factors of the undertaking. Otherwise, the contingent fee attorney receives nothing.
25 In this case, the nature of the fee was wholly contingent. Class Counsel subjected themselves to this
26 contingent fee market risk in this all or nothing contingent fee case wherein the necessity and financial
27 burden of private enforcement makes the requested award appropriate. This case was litigated on a
28

1 contingent basis for over one year, with all of the risk factors inherent in such an uncertain undertaking.
2 Indeed, I am aware of other similar cases where the court dismissed the class allegations or denied class
3 certification. Under such circumstances, courts have held that a risk multiplier must be applied to the
4 fee award.

5 (d) Here, the contingent nature of the fee award, both from the point of view of eventual
6 settlement and the point of view of establishing eligibility for an award, also warrant the requested fee
7 award. A number of difficult issues, the adverse resolution of any one of which could have doomed the
8 successful prosecution of the action, were present here. Attorneys' fees in this case were not only
9 contingent but risky, with a very real chance that Class Counsel would receive nothing at all for their
10 efforts, having devoted time and advanced costs. Class Counsel has previously invested in cases which
11 resulted in no recovery, and here Class Counsel is recovering a fee award that comparable to the
12 multiplier approved in other cases.

13 (e) At the time this case was brought, the result was far from certain as discussed above at
14 paragraphs 8(a) and 8(b).

15 (f) The Settlement was possible only because Class Counsel was able to convince Defendant that
16 Plaintiffs could potentially prevail on the contested issues regarding liability, maintain class certification,
17 overcome difficulties in proof as to monetary relief and take the case to trial if need be. In successfully
18 navigating these hurdles Class Counsel displayed the necessary skills in both wage and hour and class
19 action litigation. The high quality of the Class Counsel's work in this case was mandated by the
20 vigorous defense presented by counsel for Defendant. Over the last more than two years of litigation,
21 Class Counsel was required to invest substantial time and resources in investigation, litigation, the
22 determination of potential damages and communicating with and responding to opposing counsel's and
23 class members' requests and inquiries.

24 (g) To represent the Class on a contingent fee basis, Class Counsel also had to forego
25 compensable hourly work on other cases to devote the necessary time and resources to this contingent
26 case. In so doing, Class Counsel gave up the hourly work that a firm can bank on for the risky
27 contingent fee work in this case which could potentially have paid nothing.
28

1 (h) Class Counsel were required to advance all costs in this litigation. Especially in this type
2 of litigation where the corporate defendant and their attorneys are well funded, this can prove to be very
3 expensive and risky. Accordingly, because the risk of advancing costs in this type of litigation can be
4 significant, it is therefore cost prohibitive to many attorneys. The financial burdens undertaken by
5 Plaintiffs and Class Counsel in prosecuting this action on behalf of the Class were very substantial. Class
6 Counsel has previously litigated cases and advanced costs, but received no recovery. To date, Class
7 Counsel advanced more than \$17,000 in costs which could not have been recovered if this case had been
8 lost. The Plaintiffs also undertook the risk of liability for Defendant's costs had this case not succeeded,
9 as well as other potential negative financial ramifications from having sued Defendant on behalf of the
10 Class. Accordingly, the contingent nature of the fee and the financial burdens on Class Counsel and on
11 Plaintiffs also support the requested awards.

12 (i) In a common fund settlement, the lodestar method is merely a cross-check on the
13 reasonableness of a percentage figure. The reasonableness of the requested attorneys' fee of one-third
14 equal to \$366,666.67 is also established by reference to Class Counsel's lodestar in this matter. **The**
15 **contemporaneous billing records for Class Counsel evidence that through March 13, 2025, Class**
16 **Counsel's total combined lodestar is \$251,849.00, with significant additional fees still to be**
17 **incurred to complete final approval and the settlement process.** The requested fee award is therefore
18 currently equivalent to Class Counsel's total lodestar with a reasonable multiplier of less than 1.5, and
19 there will be additional lodestar incurred by Class Counsel to complete the settlement process and
20 manage the settlement distribution and reports. Such a multiplier is well below the range of multipliers
21 approved in other cases such as *Laffitte* and *Vizcaino v. Microsoft Corp.*, 290 F.3d 1043, 1051 (9th Cir.
22 2002).⁴ As evidenced by the billing, Class Counsel's work was efficiently performed and highly
23

24 ⁴ See *Laffitte*, *supra*, 1 Cal. 5th at 487 (approving 1/3 fee award with multiplier of 2.13); *Vizcaino*
25 *supra*, at 1051 (3.65 multiplier approved); *Pellegrino v. Robert Half Intern., Inc.*, 182 Cal.App.4th 278
26 (2010) (in class actions reasonable multipliers of 2.0 to 4.0 are often applied); *Wershba*, 91 Cal. App.
27 4th at 255 ("multipliers can range from 2 to 4 or even higher."); *In re Sutter Health Uninsured Pricing*
28 *Cases*, 171 Cal.App.4th 495, 512 (2009) (affirming multiplier of 2.52 as "fair and reasonable"); *Chavez*
v. Netflix, Inc., 162 Cal.App.4th 43, 66 (2008) (affirming multiplier of 2.53 as well within the approved
range of 2 to 4); *Taylor v. Fedex Freight, Inc.*, 2016 U.S. Dist. LEXIS 142202 (E.D. Cal. 2016) (2.26
multiplier).

1 successful, and Class Counsel should not be punished for efficient and successful litigation. As a result,
2 this Court may conclude that the requested award is fair and reasonable and is justified under California
3 law.

4 (j) Counsel retained on a contingency fee basis, whether in private matters or in
5 representative litigation of this sort, is entitled to a premium beyond his standard, hourly, non-contingent
6 fee schedule in order to compensate for both the risks and the delay in payment for the simple fact that
7 despite the most vigorous and competent of efforts, success is never guaranteed. This is particularly true
8 here where Class Counsel has prosecuted this case on a contingency basis for over two years. Indeed,
9 if counsel is not adequately compensated for the risks inherent in difficult class actions, competent
10 attorneys will be discouraged from prosecuting similar cases.

11 11. On December 4, 2018, in *Panda Express Wage and Hour Cases* (Los Angeles Superior
12 Court, Case No. JCCP 4919) Judge Carolyn Kuhl awarded Class Counsel a one-third fee award in a
13 wage and hour class settlement. On January 31, 2020, in *El Pollo Loco Wage and Hour Cases* (Orange
14 County Superior Court Case No. JCCP 4957) Judge William Claster awarded Class Counsel a one-third
15 award in a wage and hour class settlement. On February 11, 2020, in *Singh v. Total Renal Care* (San
16 Francisco Superior Court Case No. CGC-16-550847) Judge Ethan Schulman awarded Class Counsel
17 a one-third award in a wage and hour class settlement. On April 15, 2021, in *Walker v. Brink's Global*
18 *Services USA* (Los Angeles County Superior Court Case No. BC564369) Judge Amy Hogue awarded
19 Class Counsel a one-third award in a wage and hour class settlement. On June 2, 2021, in *Pacia v. CIM*
20 *Group, L.P.* (Los Angeles Superior Court Case No. BC709666), Judge Amy D. Hogue awarded Class
21 Counsel a one-third fee award in a wage and hour class settlement. On November 8, 2021, in *Securitas*
22 *Wage and Hour Cases* (Los Angeles Superior Court Case No. JCCP4837) Judge David Cunningham
23 awarded a one-third fee award in a wage and hour class settlement. On November 17, 2021, in *Leon v.*
24 *Sierra Aluminum Company* (San Bernardino Superior Court Case No. CIVDS2010856) Judge David
25 Cohn awarded a one-third fee award in a wage and hour class settlement. On March 17, 2022, in *See's*
26 *Candies Wage and Hour Cases* (Los Angeles Superior Court Case No. JCCP5004) Judge Maren Nelson
27 awarded a one-third fee award in a wage and hour class action settlement. On April 12, 2022, in
28

1 *O'Donnell v. Okta, Inc.*, (San Francisco Superior Court Case No. CGC-20-587665) Judge Richard Ulmer
2 awarded a one-third fee award in a wage and hour class action settlement. On June 30, 2022, in
3 *Armstrong, et al. v. Prometric LLC* (Los Angeles Sueprior Court Case No. 20STCV29967), Judge
4 Maren E. Nelson awarded a one-third fee award in a wage and hour class action. On July 13, 2022, in
5 *Crum v. S&D Carwash Management LLC*, (Sacramento Superior Court Case No. 2019-00251338),
6 Judge Christopher E. Krueger awarded a one-third fee award in a wage and hour class action settlement.
7 On August 10, 2022, in *Spears, et al. v. Health Net of California, Inc.*, (Sacramento Superior Court Case
8 No. 34-2017-00210560-CU-OE-GDS), Judge Christopher E. Krueger awarded a one-third fee award in
9 a wage and hour class action settlement. On September 7, 2022, in *Lucchese, et al. v. Kone, Inc.*, (San
10 Francisco Superior Court Case No. CGC-20-588225), Judge Richard B. Ulmer, Jr. awarded a one-third
11 fee award in a wage and hour class action settlement. On November 4, 2022, in *Infinity Energy Wage
12 and Hour Cases* (San Diego Superior Court, Case No. JCCP5139), Judge Keri Katz awarded a one-third
13 fee award in a wage and hour class action settlement. On February 1, 2023, in *Hogan v. AECOM
14 Tecnical Services, Inc.* (Los Angeles Superior Court Case No. 19STCV40072), Judge Stuart Rice
15 awarded a one-third fee award in a wage and hour class settlement. On February 28, 2023, in *Farthing
16 v. Milestone Technologies* (San Francisco Superior Court Case No. CGC-21-591251), Judge Richard
17 B. Ulmer, Jr. awarded a one-third fee award in a wage and hour class action settlement. On March 2,
18 2023, in *Leon v. Calaveras Materials* (Kings County Superior Court Case No. 21C-0105), Judge Melissa
19 D'Morias awarded a one-third fee award in a wage and hour class settlement. On June 20, 2023, in
20 *Gonzalez v. Pacific Western Bank* (San Bernardino County Superior Court Case No. CIVSB2127657)
21 Judge David Cohn awarded a one-third fee award in a wage and hour class settlement, On June 30, 2023,
22 in *Aguirre v. Headlands Ventures* (Sacramento County Superior Court Case No. 34-2021-00297290),
23 Judge Jill Talley approved a one-third fee award in a wage and hour class settlement. On October 16,
24 2023, in *Flores v. Walmart*, (San Bernardino County Superior Court Case No. CIVDS2023061) Judge
25 Joseph T. Ortiz awarded a one-third fee award in a wage and hour class settlement. On November 17,
26 2023, in *Silva v. Woodward HRT* (Los Angeles County Superior Court Case No. 21STCV42692), Judge
27 Maren Nelson awarded a one-their fee award in a wage and hour class settlement. On November 29,
28

2023, in *Ochoa-Andrade v. See's Candies* (San Mateo County Superior Court Case no. 22-CIV-02481), Judge Marie Weiner approved a one-third fee award in a wage and hour class settlement.

12. **The contemporaneous billing records for Class Counsel evidence that through March 13, 2025, Class Counsel's total combined lodestar is \$249,849.00, with significant additional fees still to be incurred to complete final approval and the settlement process.** The requested fee award is therefore currently equivalent to Class Counsel's total lodestar with a reasonable multiplier of less than 1.5, and there will be additional lodestar incurred by Class Counsel to complete the settlement process and manage the settlement distribution and reports. From June 26, 2024 to March 13, 2025, my firm worked on this matter for over 224 hours, with hourly rates for attorneys ranging from \$450 to \$995, resulting in a total incurred lodestar for my firm in the amount of \$149,934.00. A detailed breakdown of the total fees and the services performed by the firm on this case is attached hereto as Exhibits #3. In addition, Class Counsel will be performing significant additional work that is not included in this lodestar amount, including finalizing the final approval motion, attending the hearing on final approval, and monitoring completion of the settlement process. I expect this additional work will result in \$20,000 in additional lodestar for my firm. The rates charged by my firm are in line with the prevailing rates of attorneys in the local legal community for similar work and, if this were a commercial matter, these are the charges that would be made and presented to the client. My firm's hourly rates are based upon the Laffey Matrix with the appropriate 2% increase adjustment for Southern California. A true and correct copy of the current Laffey Matrix is attached hereto as Exhibit #4. These hourly rates have been approved by Court's throughout California, including the Courts in the Superior Court of California. In fact, on August 1, 2018, District Judge Andre Birotte Jr. explicitly found that Class Counsel's "rates generally appear reasonable and 'in line with those prevailing in the [relevant] community'—the Central District of California". Finally, the reasonableness of Class Counsel's hourly rates is further confirmed by comparing such rates with the rates of comparable counsel practicing complex and class litigation as detailed in the National Law Journal Billing Survey. See e.g. *Zest IP Holdings, LLC v. Implant Direct MFG., LLC*, 2014 U.S. Dist. LEXIS 167563 (S.D. Cal. 2014) (finding that "Mayer Brown's \$775 average billing rate for partners" and "Mayer Brown's \$543 average associate

1 billing rate” are reasonable rates when compared within 21 other firms practicing in the Southern District
2 of California.) This survey is useful to show that Class Counsel’s rates are in line with the comparable
3 rates of the defense counsel that opposes these types of class claims, such as Mayer Brown noted above
4 who is defense counsel in cases currently being prosecuted by Class Counsel. In another example,
5 Sheppard Mullin Richter & Hampton, who is opposing counsel in many cases prosecuted by Class
6 Counsel, charges rates as high as \$875 for partners and \$535 for associates. Similarly, Paul Hastings,
7 another opposing counsel in these types of cases, charges between \$900 and \$750 for partners and \$755
8 and \$335 for associates. Thus, the rates charged by Class Counsel for comparable work are less than
9 these examples, and are therefore undoubtedly reasonable. Therefore, the requested fee award as a
10 percentage of the fund is supported by the currently lodestar incurred with a reasonable multiplier which
11 will be even less by the completion of the settlement. This is comparable to the multipliers approved
12 in other cases. The requested award is therefore reasonable viewed by the Lodestar/Multiplier cross-
13 check.\

14 15 Litigation Expenses

16 13. As part of the Agreement at paragraph 64(g), that Class Counsel may seek a “Class
17 Counsel for the reimbursement of any costs or expenses associated with Class Counsel's prosecution of
18 this matter from the Gross Settlement Amount not to exceed \$40,000.00.” Class Counsel requests
19 reimbursement for incurred litigation expenses and costs in the combined amount of \$24,192.25. My
20 firm has incurred expenses in the amount of \$14,489.54. The litigation expenses incurred by my firm
21 include the expenses incurred for filing fees, mediation expenses, expert expenses (Berger Consulting,
22 DM&A), and attorney service charges (Knox, OneLegal), delivery charges (FedEx), and document
23 download charges, all of which are costs normally billed to and paid by the client.⁵ The details of the
24

25
26 ⁵ Nontaxable costs are properly awarded where authorized by the parties’ agreement. *Stetson*, 821
27 F.3d at 1165. Accordingly, “[e]xpenses such as reimbursement for travel, meals, lodging,
28 photocopying, long-distance telephone calls, computer legal research, postage, courier service,
mediation, exhibits, documents scanning, and visual equipment are typically recoverable.” *Rutti v.*
Lojack Corp., Inc., 2012 WL 3151077, at *12 (C.D. Cal. 2012).

1 litigation expenses incurred are set forth in Exhibits #3. These costs were reasonably incurred in the
2 prosecution of the Action.

3
4 Service Award

5 14. For their service as the class representatives, Plaintiffs should be awarded the agreed
6 service award of \$10,000 each in accordance with the Agreement for their time, risk and effort expended
7 on behalf of the Class as the class representatives. (Agreement at ¶ 64(f).) Defendant has agreed to this
8 payment and there have been no objections to the requested service awards. The Plaintiffs' declarations
9 in support of this request are attached hereto as Exhibits #5 and #6. As the representatives of the Class,
10 Plaintiffs performed their duties to the Class admirably and without exception. Plaintiffs worked
11 extensively with Class Counsel during the course of the litigation, responding to numerous requests,
12 searching for documents, working with counsel, and reviewing the settlement documentation. As set
13 forth in the Agreement, Plaintiffs are also providing a comprehensive release as part of the Settlement,
14 far beyond the class release. The Plaintiffs' declaration details the involvement, stress and risks they
15 undertook as a result of this Action. Plaintiffs also assumed the serious risk that he might possibly be
16 liable for costs and fees to Defendant, as well as the reputational risk of being "blacklisted" by other
17 future employers for having filed a class action on behalf of fellow former employees. Without the
18 Plaintiffs' participation, cooperation and information, no other employees would be receiving any
19 benefit. The payment of service awards to successful class representatives is appropriate and the amount
20 of \$10,000 each is well within the currently awarded range for similar settlements. The requested award
21 is also reasonable by reference to the amounts that other California courts have found to be reasonable
22 in wage and hour class action settlements: *Andrews v. Plains All Am. Pipeline L.P.*, 2022 U.S. Dist.
23 LEXIS 172183, at *11 (C.D. Cal. 2022) (finding that the requested service awards of \$15,000 each are
24 appropriate); *Reynolds v. Direct Flow Med., Inc.*, 2019 U.S. Dist. LEXIS 149865, at *19 (N.D. Cal.
25 2019) (granting request for \$12,500 service award); *Mathein v. Pier 1 Imps.*, 2018 U.S. Dist. LEXIS
26 71386, 168 (E.D. Cal. 2018) (approving two service awards of \$12,500 each); *Louie v. Kaiser*
27 *Foundation Health Plan, Inc.*, 2008 WL 4473183, *7 (S.D. Cal. Oct. 06, 2008) (awarding \$25,000
28

1 service award to each of six plaintiffs in overtime class action); *Holman v. Experian Info. Solutions, Inc.*,
2 2014 U.S. Dist. LEXIS 173698 (approving \$10,000 service award where class member recovery was
3 \$375); *Ontiveros v. Zamora*, 303 F.R.D. 356, 366 (E.D. Cal. 2014) (reducing \$20,000 award to \$15,000
4 where the plaintiff brought a class claim in lieu of bringing an individual action); *Glass v. UBS Fin.*
5 *Servs.*, 2007 U.S. Dist. LEXIS 8476 at *51-*52 (N.D.Cal. 2007)(awarding \$25,000 service award in
6 overtime wage class action); *Zamora v. Balboa Life & Casualty, LLC*, Case No. BC360036, Los Angeles
7 County Superior Court (Mar. 7, 2013)(awarding \$25,000 service award); *Aguiar v. Cingular Wireless,*
8 *LLC*, Case No. CV 06-8197 DDP (AJWx)(C.D. Cal. Mar. 17, 2011)(awarding \$14,767 service award);
9 *Magee v. American Residential Services, LLC*, Case No. BC423798, Los Angeles County Superior Court
10 (Apr. 21, 2011)(awarding \$15,000 service award); *Mares v. BFS Retail & Commercial Operations, LLC*,
11 Case No. BC375967, Los Angeles County Superior Court (June 24, 2010)(awarding \$15,000 service
12 award); *Baker v. L.A. Fitness Int'l, LLC*, Case No. BC438654, L.A. County Superior Court (Dec. 12,
13 2012)(awarding \$10,000 service awards to three named plaintiffs); *Blue v. Coldwell banker Residential*
14 *Brokerage Co.*, Case No. BC417335, Los Angeles County Superior Court (Mar. 21, 2011)(awarding
15 \$10,000 service award); *Buckmire v. Jo-Ann Stores, Inc.*, Case No. BC394795, Los Angeles County
16 Superior Court (June, 11, 2010)(awarding \$10,000 service awards); *Coleman v. Estes Express Lines,*
17 *Inc.*, Case No. BC429042, Los Angeles County Superior Court (Oct. 3, 2013)(awarding \$10,000 service
18 award); *Ethridge v. Universal Health Services, Inc.*, Case No. BC391958, Los Angeles County Superior
19 Court (May 27, 2011)(awarding \$10,000 service award); *Hickson v. South Coast Auto Ins. Marketing,*
20 *Inc.*, Case No. BC390395, Los Angeles County Superior Court (Mar. 27, 2012)(awarding \$10,000
21 service award); *Hill v. sunglass Hut Int'l, Inc.*, Case No. BC422934, Los Angeles County Superior Court
22 (July 2, 2012)(awarding \$10,000 service award); *Kambamba v. Victoria's Secret Stores, LLC*, Case No.
23 BC368528, Los Angeles County Superior Court, (Aug. 19, 2011)(awarding \$10,000 service award
24 together with additional compensation for their general release); *Nevarez v. Trader Joe's Co.*, Case No.
25 BC373910, Los Angeles County Superior Court (Jan. 29, 2010)(awarding \$10,000 service award);
26 *Ordaz v. Rose Hills Mortuary, L.P.*, Case No. BC386500, Los Angeles County Superior Court, (Mar.
27 19, 2010)(awarding \$10,000 service award); *Sheldon v. AHMC Monterey Park Hosp. LP*, Case No.
28

1 BC440282, Los Angeles County Superior Court (Feb. 22, 2013)(awarding \$10,000 service award); *Silva*
2 *v. Catholic Mortuary Services, Inc.*, Case No. BC408054, Los Angeles County Superior Court (Feb. 8,
3 2011)(awarding \$10,000 enhancement award); *Weisbarth v. Banc West Investment Services, Inc.*, Case
4 No. BC422202, Los Angeles County Superior Court (May 24, 2013)(awarding \$10,000 service award);
5 *Lazar v. Kaiser Foundation Health Plan*, Case No. 14-cv-273289, Santa Clara County Superior Court
6 (Dec. 28, 2015) (awarding \$10,000 service award); *Acheson v. Express, LLC*, Case No. 109CV135335,
7 Santa Clara County Superior Court (Sept. 13, 2011)(awarding \$10,000 service award); *Bejarano v.*
8 *Amerisave Mortgage Corp.*, Case No. EDCV 08-00599 SGL (Opx)(C.D. Cal. June 22, 2010)(awarding
9 \$10,000 service award); *Carbajal v. Sally Beauty Supply LLC*, Case No. CIVVS 1004307, San
10 Bernardino County Superior Court (Aug. 6, 2012)(awarding \$10,000 service award); *Contreras v. Serco*
11 *Inc.*, Case No. 10-cv-04526-CAS-JEMx (C.D. Cal. Sep. 10, 2012)(awarding \$10,000 service award);
12 *Guerro v. R.R. Donnelley & Sons Co.*, Case No. RIC 10005196, Riverside County Superior Court (July
13 16, 2013)(awarding \$10,000 service award); *Kisliuk v. ADT Security Services Inc.*, Case No.
14 CV08-03241 DSF (RZx)(C.D. Cal. Jan. 10, 2011)(awarding \$10,000 service award); *Morales v. BCBG*
15 *Maxazria Int'l Holdings, Inc.*, Case No. JCCP 4582, Orange County Superior Court (Jan. 24,
16 2013)(awarding \$10,000 service award); *Barrett v. Doyon Security Services, LLC*, Case No. BS900199,
17 BS900517, San Bernardino County Superior Court (Apr. 23, 2010)(awarding \$10,000 service award);
18 *Zirpolo v. UAG Stevens Creek II*, Santa Clara Superior Court Case no. 17CV313457 (July 10, 2018)
19 (awarding \$10,000 service award); *Taylor v. TIC - The Industrial Complanly*, U.S.D.C. Central District
20 of California Case No. EDCV 16-186-VAP (Aug. 1, 2018) (awarding \$10,000 service award).

21 15. The requested service award is also reasonable in light of the reputational risk that
22 Plaintiffs assumed in bringing this action against his former employer. Plaintiffs put their future
23 employment prospects at risk by becoming a class representative as the fact that they filed a lawsuit "is
24 searchable on the internet and may become known to prospective employers when evaluating" him for
25 employment. *Guippone v. BHS&B Holdings, LLC*, 2011 U.S., Dist. LEXIS 126026, *20 (S.D.N.Y. Oct.
26 28, 2011). Employers routinely screen employee candidates to determine whether they have ever filed
27 a suit against other employers, allowing them to screen out the litigious candidates. An entire industry
28

1 exists that allows employers to run extensive background searches on potential employees. Companies
2 who provide these services specifically highlight the fact that their services allows employers to weed
3 out litigious employment candidates. Reliable Plant outlines ways that employers can "get a sense of
4 whether a prospective employee is likely to sue" the employer, through background checks and other
5 means, to screen out these employees.⁶ Onicra Credit Rating Agency states: "Background screening has
6 become a necessity in today's litigious society." Back Track Screening also represents: "In today's
7 litigious culture, employers simply cannot afford to hire employees who will put their company at risk."⁷
8 PreciseHire also offers employment screening and similarly warns: "with today's business climate being
9 extremely competitive and highly litigious, conducting pre employment background checks has become
10 a necessity."⁸

11 16. As a result, Class Counsel respectfully requests approval of the application for award of
12 the Class Counsel Award equal to one-third (1/3) of the common fund, an award of litigation expenses
13 in the amount of \$24,192.25, and approval of the requested service award to the Plaintiffs.

14 17. In accordance with California Rules of Court, rule 3.769, I make the following
15 disclosure. The Class Counsel Award awarded shall be allocated as follows: fifty percent (50%) to
16 Wand and fifty percent (50%) to BNBD. Further, fifty percent (50%) of any attorneys' fees to Wand shall
17 be paid to Custodio & Dubey LLP, and twenty five percent (25%) of any attorneys' fees awarded to
18 BNBD shall be paid to the Gomez Firm.

19 I declare under penalty of perjury under the laws of the State of California that the foregoing
20 is true and correct. Executed this 13^h day of March, 2025, at San Diego, California.

21 /s/ Norman Blumenthal
22 NORMAN B. BLUMENTHAL
23
24

25 ⁶ www.reliableplant.com/Read/6959/a-solution-to-fear-of-hiring-litigious-employees.

26 ⁷ <http://www.btscreening.com/wp-content/uploads/2012/09/Screening-101.pdf>.

27 ⁸ [https://precisehireblog.wordpress.com/2013/11/21/pre-employment-background-checks-](https://precisehireblog.wordpress.com/2013/11/21/pre-employment-background-checks-have-become-a-business-necessity/)
28 [have-become-a-business-necessity/](https://precisehireblog.wordpress.com/2013/11/21/pre-employment-background-checks-have-become-a-business-necessity/).

EXHIBIT #1

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FIRM RESUME

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

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

Admitted: 1973, Illinois; 1976, California

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

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

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

Summer Intern (1971) with Harvard Voluntary Defenders

Kyle R. Nordrehaug

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

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

Admitted: 1999, California

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

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

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

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

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

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

Admitted: 2006, California

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

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

Awards: Rising Star 2015

Nicholas J. De Blouw

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

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

Admitted: 2011, California

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

Piya Mukherjee

Associate Attorney

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

Admitted: 2010, California

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

Victoria Rivapalacio

Associate Attorney

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

Admitted: 2011, California

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

Ricardo Ehmann

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2018, California; 2004, Nevada

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

Jeffrey S. Herman

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2011, California; 2016 Arizona

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

Charlotte James

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2016, California

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

Christine Levu

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2012, California

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

Andrew Ronan

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2016, California

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

Scott Blumenthal

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2020, New Mexico

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

Sergio Julian Puche

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2013, California

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

Trevor Moran

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2020, California

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

Adolfo Sanchez Contreras

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2024, California; 2014, Mexico

Educated: The Juarez University

REPORTED CASES

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

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

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

Provost v. YourMechanic, Inc., 2020 Cal. App. Lexis 955 (Oct. 15, 2020) (Court of Appeals affirmed denial of arbitration of PAGA claim, and held in a case of first impression, that there was no additional standing rules for PAGA claim brought by independent contractor);

In re Tobacco Cases II, 41 Cal. 4th 1257 (2007); Washington Mutual Bank v. Superior Court, 24 Cal. 4th 906 (2001); Rocker v. KPMG LLP, 148 P.3d 703; 122 Nev. 1185 (2006); PCO, Inc. v. Christensen, Miller, Fink, Jacobs, Glaser, Weil & Shapiro, LLP, 150 Cal. App. 4th 384 (2007); Hall v. County of Los Angeles, 148 Cal. App. 4th 318 (2007); Coshov v. City of Escondido, 132 Cal. App. 4th 687 (2005); Daniels v. Philip Morris, 18 F.Supp 2d 1110 (S.D. Cal.1998); Gibson v. World Savings & Loan Asso., 103 Cal. App. 4th 1291 (2003); Jordan v. Department of Motor Vehicles,

75 Cal. App. 4th 445 (1999); Jordan v. Department of Motor Vehicles, 100 Cal.App. 4th 431 (2002); Norwest Mortgage, Inc. v. Superior Court, 72 Cal.App.4th 214 (1999); Hildago v. Diversified Transp. Sya, 1998 U.S. App. LEXIS 3207 (9th Cir. 1998); Kensington Capital Mgal. v. Oakley, Inc., 1999 U.S. Dist LEXIS 385; Fed.Sec.L.Rep. (CCH) P90, 411 (1999 C.D. Cal.); Lister v. Oakley, Inc., 1999 U.S. Dist. LEXIS 384; Fed. Sec. L. Rep. (CCH) P90,409 (C.D. Cal. 1999); Olszewski v. Scripps Health, 30 Cal. 4th 798 (2003); Steroid Hormone Product Cases, 181 Cal. App. 4th 145 (2010); Owen v. Macy's, Inc., 175 Cal. App. 4th 462 (2009); Taiheiyo Cement Corp. v. Superior Court, 117 Cal. App. 4th 380 (2004); Taiheiyo Cement Corp. v. Superior Court, 105 Cal.App. 4th 398 (2003); McMeans v. Scripps Health, Inc., 100 Cal. App. 4th 507 (2002); Ramos v. Countrywide Home Loans, 82 Cal.App. 4th 615 (2000); Tevssier v. City of San Diego, 81 Cal.App. 4th 685 (2000); Washington Mutual Bank v. Superior Court, 70 Cal. App. 4th 299 (1999); Silvas v. E*Trade Mortg. Corp., 514 F.3d 1001 (9th Cir. 2008); Silvas v. E*Trade Mortg. Corp., 421 F. Supp. 2d 1315 (S.D. Cal. 2006); McPhail v. First Command Fin. Planning, Inc., 2009 U.S. Dist. LEXIS 26544 (S.D. Cal. 2009); McPhail v. First Command Fin. Planning, Inc., 251 F.R.D. 514 (S.D. Cal. 2008); McPhail v. First Command Fin. Planning, Inc., 247 F.R.D. 598 (S.D. Cal. 2007); Barcia v. Contain-A-Way, Inc., 2009 U.S. Dist. LEXIS 17118 (S.D. Cal. 2009); Barcia v. Contain-A-Way, Inc., 2008 U.S. Dist. LEXIS 27365 (S.D. Cal. 2008); Wise v. Cubic Def. Applications, Inc., 2009 U.S. Dist. LEXIS 11225 (S.D. Cal. 2009); Gabisan v. Pelican Prods., 2009 U.S. Dist. LEXIS 1391 (S.D. Cal. 2009); La Jolla Friends of the Seals v. Nat'l Oceanic & Atmospheric Admin. Nat'l Marine Fisheries Serv., 630 F. Supp. 2d 1222 (S.D. Cal. 2009); La Jolla Friends of the Seals v. Nat'l Oceanic & Atmospheric Admin. Nat'l Marine Fisheries Serv., 2008 U.S. Dist. LEXIS 102380 (S.D. Cal. 2008); Louie v. Kaiser Found. Health Plan, Inc., 2008 U.S. Dist. LEXIS 78314 (S.D. Cal. 2008); Weltman v. Ortho Mattress, Inc., 2010 U.S. Dist. LEXIS 20521 (S.D. Cal. 2010); Weltman v. Ortho Mattress, Inc., 2008 U.S. Dist. LEXIS 60344 (S.D. Cal. 2008); Curry v. CTB McGraw-Hill, LLC, 2006 U.S. Dist. LEXIS 5920; 97 A.F.T.R.2d (RIA) 1888; 37 Employee Benefits Cas. (BNA) 2390 (N.D. Cal. 2006); Reynov v. ADP Claims Servs. Group, 2006 U.S. Dist. LEXIS 94332 (N.D. Cal. 2006); Kennedy v. Natural Balance Pet Foods, Inc., 2010 U.S. App. LEXIS 248 (9th Cir. 2010); Kennedy v. Natural Balance Pet Foods, Inc., 2008 U.S. Dist. LEXIS 38889 (S.D. Cal. 2008); Kennedy v. Natural Balance Pet Foods, Inc., 2007 U.S. Dist. LEXIS 57766 (S.D. Cal. 2007); Sussex v. Turnberry/MGM Grand Towers, LLC, 2009 U.S. Dist. LEXIS 29503 (D. Nev. 2009); Picus v. Wal-Mart Stores, Inc., 256 F.R.D. 651 (D. Nev. 2009); Tull v. Stewart Title of Cal., Inc., 2009 U.S. Dist. LEXIS 14171 (S.D. Cal. 2009); Keshishzadeh v. Gallagher, 2010 U.S. Dist. LEXIS 46805 (S.D. Cal. 2010); Keshishzadeh v. Arthur J. Gallagher Serv. Co., 2010 U.S. Dist. Lexis 116380 (S.D. Cal. 2010); In re Pet Food Prods. Liab. Litig., MDL Docket No. 1850 (All Cases), 2008 U.S. Dist. LEXIS 94603 (D.N.J. 2008); In re Pet Food Prods. Liab. Litig., 629 F.3d 333 (3rd Cir. 2010); Puentes v. Wells Fargo Home Mortgage, Inc., 160 Cal. App. 4th 638 (2008); Rezec v. Sony Pictures Entertainment, Inc., 116 Cal. App. 4th 135 (2004); Badillo v. Am. Tobacco Co., 202 F.R.D. 261 (D. Nev. 2001); La Jolla Friends of the Seals v. Nat'l Oceanic & Atmospheric Admin., 2010 U.S. App. Lexis 23025 (9th Cir. 2010); Dirienzo v. Dunbar Armored, Inc., 2011 U.S. Dist. Lexis 36650 (S.D. Cal. 2011); Rix v. Lockheed Martin Corp., 2011 U.S. Dist Lexis 25422 (S.D. Cal. 2011); Weitzke v. Costar Realty Info., Inc., 2011 U.S. Dist Lexis 20605 (S.D. Cal. 2011); Goodman v. Platinum Condo. Dev., LLC, 2011 U.S. Dist. LEXIS 36044 (D. Nev. 2011); Sussex v. Turnberry/MGM Grand Towers, LLC, 2011 U.S. Dist. LEXIS 14502 (D. Nev. 2011); Smith v. Kaiser Foundation Hospitals, Inc., 2010 U.S. Dist. Lexis 117869 (S.D. Cal. 2010); Dobrosky v. Arthur J. Gallagher Serv. Co., LLC, No. EDCV 13-0646 JGB (SPx), 2014 U.S. Dist. LEXIS 106345 (C.D. Cal. July 30, 2014); Metrow v. Liberty Mut. Managed Care LLC - Class Certification Granted, Metrow v. Liberty Mut. Managed Care LLC, No. EDCV 16-1133 JGB (KKx), 2017 U.S. Dist. LEXIS 73656 (C.D. Cal. May 1, 2017); Nelson v. Avon Products, Inc., Class Certification Granted, U.S. District Court for The Northern District of California, Case No. 13-cv-02276-BLF, 2015 U.S. Dist. LEXIS 51104 (N.D. Cal. Apr. 17, 2015); Orozco v. Illinois Tool Works Inc., Class Certification Granted, 2017 U.S. Dist. LEXIS 23179 (E.D. Cal. Feb. 16, 2017); Rieve v. Coventry Health Care, Summary Judgment *Sua*

Sponte Granted for Plaintiff, Rieve v. Coventry Health Care, Inc., 870 F. Supp. 2d 856 (C.D. Cal. 2012)

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Holdings Inc., Santa Clara County Superior Court, Case No. 1-13-cv-240830; Davis v. Clear Connection, LLC, San Diego County Superior Court, Case No. 37-2014-00035173-CU-OE-CTL; Day v. WDC Exploration, Orange County Superior Court, Case No. 30-2010-00433770; Dedrick v. Hollandia Dairy, San Diego County Superior Court, Case No. 37-2014-00004311-Cu-OE-CTL; Delmare v. Sungard Higher Education - Settled U.S. District Court, Southern District of California, Case No. 07-cv-1801; Del Rio v. Tumi Stores, Inc., San Diego County Superior Court, Case No. 37-2015-00022008-CU-OE-CTL; Dewane v. Prudential, U.S. District Court, Central District of California, Case No. SA CV 05-1031; Diesel v. Wells Fargo Bank, Orange County Superior Court, Case No. 30-2011-00441368; Dirienzo v. Dunbar Armored, U.S. District Court, Southern District of California, Case No. 09-cv-2745; Dobrosky v. Arthur J. Gallagher Service Company, LLC, Class certification Granted, No. EDCV 13-0646 JGB (Spx); Dodds v. Zaven Tootikian, Los Angeles County Superior Court, Case No. BC494402; Drumheller v. Radioshack Corporation, United States District Court, Central District of California, Case No. SACV11-355; Enger v. Kaiser Foundation Health Plan, U.S. District Court, Southern District of California, Case No. 09-cv-1670; Escobar v. Silicon Valley Security & Patrol, Inc., Santa Clara County Superior Court, Case No. 1-14-cv272514; Fierro v. Chase Manhattan - Class Certification Granted, Settled San Diego Superior Court, Case No. GIN033490; Figuroa v. Circle K Stores, Inc., San Diego County Superior Court, Case No. 37-2012-00101193-CU-OE-CTL; Finch v. Lamps Plus, (Lamps Plus Credit Transaction Cases), San Diego Superior Court, Case No. JCCP 4532; Fletcher v. Verizon, U.S. District Court, Southern District of California, Case No. 09-cv-1736; Francisco v. Diebold, U.S. District Court, Southern District of California, Case No. 09-cv-1889; Friend v. Wellpoint, Los Angeles Superior Court, Case No. BC345147; Frudakis v. Merck Sharp & Dohme, U.S. District Court, Central District California, Case No. SACV 11-00146; Fulcher v. Olan Mills, Inc., U.S. District Court, Northern District of California, Case No. 11-cv-1821; Gabisan v. Pelican Products, U.S. District Court, Southern District California, Case No. 08 cv 1361; Galindo v. Sunrun Installation Services Inc., San Diego County Superior Court, Case No. 37-2015-00008350-CU-OE-CTL; Gallagher v. Legacy Partners Commercial, Santa Clara County Superior Court, Case No. 112-cv-221688; Ghattas v. Footlocker Retail, Inc., U.S. District Court Central District of California, Case No. CV 13-0001678 PA; Gibson v. World Savings, Orange County Superior Court, Case No. 762321; Goerzen v. Interstate Realty Management, Co., Stanislaus County Superior Court, Case No. 679545; Gomez v. Enterprise Rent-A-Car, U.S. District Court, Southern District of California, Case No. 3:10-cv-02373; Gordon v. Wells Fargo Bank, U.S. District Court, Southern District of California, Case No. 3:11-cv-00090; Grabowski v. CH Robinson, U.S. District Court, Southern District of California, Case No. 10-cv-1658; Gross v. ACS Compiq Corporation, Orange County Superior Court, Case No. 30-2012-00587846-CU-OE-CXC; Gripenstraw v. Buffalo Wild Wings, U.S. District Court, Eastern District of California, Case No. 12-CV-00233; Gruender v. First American Title, Orange County Superior Court, Case No. 06 CC 00197; Guillen v. Univision Television Group, Inc. & Univision Management Co., San Francisco County Superior Court, Case No. CGC-12-526445; Gujjar v. Consultancy Services Limited, Orange County Superior Court, Case No. 30-2010-00365905; Gutierrez v. Five Guys Operations, LLC, San Diego County Superior Court, Case No. 37-2012-00086185-CU-OE-CTL; Handler v. Oppenheimer, Los Angeles Superior Court, Civil Action No. BC343542; Harley v. Tavistock Freebirds, LLC, Sacramento County Superior Court, Case No. 34-2014-00173010; Harrington v. Corinthian Colleges – Class Certification Granted, Orange Superior Court; United States Bankruptcy Court District of Delaware; Harvey v. PQ Operations, Inc., Los Angeles County Superior Court, Case No. BC497964; Henshaw v. Home Depot U.S.A., United States District Court, Central District of California, Case No. SACV10-01392; Heithold v. United Education Institute, Orange County Superior Court, Case No. 30-2013-00623416-CU-OE-CXC; Hibler v. Coca Cola Bottling, Settled U.S. District Court, Southern District of California, Case No. 11cv0298; Hildebrandt v. TWC Administration LLC & Time Warner NY Cable, LLC, U.S. District Court, Central District of California, Case No. ED-cv-13-02276-JGB; Hopkins v. BCI Coca-Cola Bottling Company of Los Angeles, United states District Court, Central District of California; U.S. Court of Appeals 9th Circuit; Howard v. Southern California Permanente

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Court, Case No. RG17862924; Karr v. Tristar Managed Care, Inc. – Contra Costa Superior Court, case No. MSC17-00650; Gouveia v. Central Cal Transportation – San Joaquin County Superior Court, Case No. STK-CV-UOE-2017-0001765; Miranda v. Genex Services, LLC – U.S. District Court, Northern District of California, Case No. 17-CV-01438-JD; Spears v. Health Net of California, Inc. – Sacramento County Superior Court, Case No. 34-2017-00210560; Martinez v. Geil Enterprises, Inc. – Fresno County Superior Court, Case No. 17CECG01879; McComack v. Marriott Ownership Resorts, Inc. – U.S. District Court, Southern District of California, Case No. 17CV1663 BEN WVG; Velasco v. Lemonade Restaurant Group, LLC – Los Angeles County Superior Court, Case No. BC672235; Smith v. Personnel Services, Inc. – U.S. District Court, Northern District of California, Case No. 17-CV-03594-SK; Gabriel v. Kuni SDA, LLC – San Diego County Superior Court, Case No. 37-2017-000251191-CU-OE-CTL; Miller v. Mattress Firm, Inc. – Santa Clara County Superior Court, Case No. 17CV313148; Provost v. Yourmechanic, Inc. – San Diego County Superior Court, Case No. 37-2017-00024056-CU-OE-CTL; Zirpolo v. UAG Stevens Creek II, Inc. – Santa Clara County Superior Court, Case No. 17CV313457; Salazar v. Aids Healthcare Foundation – San Diego County Superior Court, Case No. 37-2017-00033482-CU-OE-CTL; Knipe v. Amazon.com, Inc. – San Diego County Superior Court, Case No. 37-2017-00029426-CU-OE-CTL; Erwin v. Caremeridian, LLC – Fresno County Superior Court, Case No. 17CECG03048; Davis v. Cox Communications California, LLC – U.S. District Court, Southern District of California, Case No. 16-CV-00989-BAS-BLM; Lara v. RMI International, Inc. – Los Angeles County Superior Court, Case No. BC597695; Harper v. C.R. England, Inc. – U.S. District Court, Utah Central Division, Case No. 16-CV-00906-DB; Mrazik v. C.H. Robinson Company – U.S. District Court, Central District of California, Case No. 12-CV-02067-CAS-PLA; Horn v. Rise Medical Staffing, LLC – U.S. District Court, Eastern District of California, Case No. 2:17-cv-01967-MCE-KJN; Pasallo v. GSG Protective Services CA Inc. – San Diego Superior Court, Case No. 37-2018-00037611-CU-OE-CTL; Smith v. Pacific Personnel Services, Inc. – U.S. District Court, Northern District of California, Case No. 17-cv-03594-SK; Terrado v. Accredited Debt Relief, LLC – San Diego Superior Court, Case No. 37-2018-00014181-CU-OE-CTL; Escobedo v. Pacific Western Bank – Los Angeles Superior Court, Case No. BC682686; Wade v. Automobile Club of Southern California – Orange County Superior Court, Case No. 30-2017-00960268-CU-OE-CXC; Montano v. American Automobile Association of Northern California – Contra Costa County Superior Court, Case No. CIVMSC18-01539; Perez v. Summit Interconnect, Inc. – Orange County Superior Court, Case No. 30-2018-00995403-CU-OE-CXC; Wolleson v. Gosch Imports, Inc. – Riverside County Superior Court, Case No. RIC170356; Banuelos v. Ortho Mattress, Inc. – Orange County Superior Court, Case No. 30-2020-01161304-CU-OE-CXC; Castellanos v. Miller Automotive Group, Inc. – Los Angeles County Superior Court, Case No. BC699211; Tressler v. Spoonful Management, LLC – Los Angeles County Superior Court, Case No. BC71940; Delph v. Employee Retention Services, LLC – San Diego County Superior Court, Case No. 37-2018-00007885; Romero v. May Trucking Company – U.S. District Court, Central District of California, Case No. 5:17-cv-02166-JGB-SHK; Miranda v. Genex Services, LLC – San Bernardino County Superior Court, Case No. CIVDS1700779; Moore v. Zirx Transportation Services, Inc. – Los Angeles County Superior Court, Case No. CGC-18-566655; Sottile v. Motion Recruitment Partners – Santa Clara County Superior Court, Case No. 18CV321677; Shahbazian v. Fast Auto Loans, Inc. – U.S. District Court, Central District of California, Case No. 2:18-cv-03076-ODW-KS; Salazar v. Johnson & Johnson Consumer Inc. – Los Angeles County Superior Court, Case No. BC702468; Conti v. L’Oreal USA S/D, Inc. – U.S. District Court, Eastern District of California, Fresno, Case No. 1:19-CV-00769-LJO-SKO; Mercado v. Security Industry Specialists, Inc. – Santa Clara County Superior Court, Case No. 17CV320059; Vikili v. Dignity Health – San Francisco County Superior Court, Case No. CGC-18-569456; Bagby v. Swissport SA, LLC – Los Angeles County Superior Court, Case No. BC691058; Henry v. Motion Entertainment Group, LLC – San Francisco County Superior Court, Case No. CGC18565643; Dandoy v. West Coast Convenience, LLC – Alameda County Superior Court, Case No. HG20051121; Lanuza v. AccentCare, Inc. – San Francisco County Superior Court, Case No. CGC-18-565521; Thomas v. Easy Driving School, LLC – San Diego County Superior Court, Case

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Case No. 37-2018-00058254-CU-OE-CTL; Tarkington v. Freetime, Inc. – San Diego County Superior Court, Case No. 37-2019-00011473-CU-OE-CTL; McIntyre v. J.J.R. Enterprises, Inc. – Sacramento County Superior Court, Case No. 34-2019-00251220; Bucur v. Pharmaca Integrative Pharmacy, Inc. – San Diego County Superior Court, Case No. 37-2019-00009409-CU-OE-CTL; Batin v. McGee Air Services, Inc. – Santa Clara County Superior Court, Case No. 19CV347733; Terry v. McGee Air Services, Inc. – King County Superior Court of Washington, Case No. 19-2-3321-5 KNT; Weiss v. Niznik Behavioral Health Resources, Inc. – San Diego County Superior Court, Case No. 37-2019-00039441-CU-OE-CTL; Cavada v. Inter-Continental Hotels Group, Inc. – U.S. District Court, Southern District of California, Case No. 3:19-cv-01675-GPC-AHG; Lešević v. Spectraforce Technologies, Inc. – U.S. District Court, Northern District of California, Case No. 5:19-cv-03126-LHK; Mutchler v. Circle K Stores, Inc. – San Diego County Superior Court, Case No. 37-2020-00016331-CU-OE-CTL, Azima v. CSI Medical Group, – Santa Clara County Superior Court, Case No. 19CV345450; Porrás v. Baypointe Enterprises, LLC – Los Angeles County Superior Court, Case No. 19STCV31015; Mitchell v. Mack Trucking, Inc. – San Bernardino County Superior Court, Case No. CIVDS1928334; Watts v. T.R.L. Systems, Incorporated – Orange County Superior Court, Case No. 30-2019-01102457-CU-OE-CXC; Price v. DMSD Restaurants Inc. – San Diego County Superior Court, Case No. 37-2019-00024062-CU-OE-CTL; Jacobs v. Nortek Security & Control LLC – San Diego County Superior Court, Case No. 37-2019-0019735-CU-OE-CTL; Gonzalez v. Hub International Midwest – San Bernardino County Superior Court, Case No. CIVDS1900463; Cisneros v. Bluepearl California, Inc. – San Mateo Superior Court, Case No. 19-CIV-05707; Garcia v. Gallagher Basset Services – San Bernardino Superior Court, Case No. CIVDS2004140; Callow v. Adventist Health System/West – Placer County Superior Court, Case No. SCV0043607; Dominguez v. Kimco Facility Services, LLC – Los Angeles County Superior Court, Case No. 19STCV37592; Searles v. Robert Heath Trucking, Inc. – Los Angeles County Superior Court, Case No. 19STCY30808; Rangel v. Pioneer Hi-Bred international, Inc. – Yolo County Superior Court, Case No. CV-19-1797; Ivon v. Sinclair Television of California, Humboldt County Superior Court, Case No. DR190699; Williams v. Henkels & McCoy, Inc. – San Bernardino County Superior Court, Case No. CIVDS2003888; Cano v. Larry Green Chrysler Jeep Dodge, Inc. – Riverside County Superior Court, Case No. BLC1900184; Lopez v. Cepheid – Santa Clara County Superior Court, Case No. 19CV358827; Hernandez v. Quick Dispense, Inc. – Los Angeles County Superior Court, Case No. 19STCV29405; Lopez v. Lacoste USA, Inc. – San Bernardino County Superior Court, Case No. CIVDS1914626; Duhe v. Hospital Couriers Nevada, LLC – Contra Costa County Superior Court, Case No. MSC19-01377; Law v. Sequoia Equities, Incorporated – Contra Costa Superior Court, Case No. C19-01925; Dvorak v. Rockwell Collins, Inc. – San Diego County Superior Court, Case No. 37-2019-00064397-CU-OE-CTL; Noguera v. Metal Container Corporation – Riverside County Superior Court, Case No. RIC2003235; Leon v. Miller Event Management, Inc. – San Luis Obispo Superior Court, Case No. 19CV-0435; Leon v. Miller Event Management, Inc. – San Luis Obispo County Superior Court, Case No. 19CV-0435, Camacho-Bias v. Serve U Brands Inc. – Butte County Superior Court, Case No. 20CV00603; La Pietra v. Entertainment Partners Services, LLC – Los Angeles County Superior Court, Case No. 19STCV39529; Celis v. Theatre Box - San Diego, LLC – San Diego County Superior Court, Case No. ____; Ignacio v. Laboratory Corporation of America – U.S. District Court, California Central District, Case No. 2:19-cv-06079-AB-RAO; Kovnas v. Cahill Contractors LLC – Alameda County Superior Court, Case No. RG19037852; Hersh v. Mrs. Gooch's Natural Food – Los Angeles County Superior Court, Case No. 19STCV10444; Miller v. The Permanente Medical Group – Alameda County Superior Court, Case No. RG19045904; Vasquez v. Autoalert, LLC – Orange County Superior Court, Case No. 30-2019-01114549-CU-OE-CXC; Cavanaugh v. Morton Golf, LLC – Sacramento County Superior Court, Case No. 34-2019-00270176; Coley v. Monroe Operations, LLC – Alameda County Superior Court, Case No. RG20063188; Ramirez v. Sierra Aluminum Company – U.S. District Court, California Central District Court, Case No. 5:20-cv-00417-JGB-KK; Marrero v. Stat Med, P.C. – Alameda County Superior Court, Case No. HG19043214; Enriquez v. Solari Enterprises, Inc. – Los Angeles County Superior Court, Case No. 20STCV11129; Craig v.

Hometown Heart – San Francisco County Superior Court, Case No. CGC-20-582454; Lopez v. Hy0Lang Electric California, Inc. – San Diego County Superior Court, Case No. 37-2020-00012543-CU-OE-CTL; Heuklom v. Clara Medical Group, P.C. – San Francisco County Superior Court, Case No. CGC-20-585918; Dominguez v. Lifesafer of Northern California – Monterey County Superior Court, Case No. 20CV002586; Kiseleva v. Totalmed Staffing Inc. – U.S. District Court, California Northern District, Case No. 5:19-cv-06480; Vires v. Sweetgreen, Inc. – Santa Clara County Superior Court, Case No. 20CV365918; Kim v. Wireless Vision, LLC – San Bernardino County Superior Court, Case No. CIVDS2000074; Senoren v. Air Canada Corporation – Los Angeles County Superior Court, Case No. 20STCV13942; Clark v. Quest Diagnostics Incorporated – San Bernardino County Superior Court, Case No. CIVDS2018707; Green v. Shipt, Inc. – Los Angeles County Superior Court, Case No. 20STCV01001; Respass v. The Scion Group LLC – Sacramento County Superior County, Case No. 34-2020-00285265; Jackson v. Decathlon USA LLC – Alameda County Superior Court, Case No. RG2003024; Avacena v. FTG Aerospace Inc. – Los Angeles County Superior Court, Case No. 20STCV28767; Perez v. Butler America, LLC – Los Angeles County Superior Court, Case No. 20STCV20218; Christensen v. Carter’s Retail, Inc. – Orange County Superior Court, Case No. 30-2020-01138792-CU-OE-CXC; Astudillo v. Torrance Health Association, Inc. – Los Angeles County Superior Court, Case No. 20STCV18424; Hansen v. Holiday AI Management Sub LLC – Contra Costa County Superior Court, Case No. CIVMSC20-00779; Almahdi v. Vitamin Shoppe Industries Inc – Santa Clara County Superior Court, Case No. 20CV365150; Krisinda v. Loyal Source Government Services LLC – U.S. District Court, California Southern District, Case No. 3:20-cv-879-LAB-NLS; Ettedgui v. WB Studio Enterprises Inc – U.S. District Court, California Central District, Case No. 2:20-CV-08053-MCS (MAAx); Fernandez v. Nuvision Federal Credit Union – Orange County Superior Court, Case No. 30-2020-01161691-CU-OE-CJC; Aviles v. UPS Supply Chain Solutions, Inc. – Riverside County Superior Court, Case No. RIC2000727; Alcocer v. DSV Solutions, LLC – San Bernardino Superior Court, Case No. CIVDS2010345; Wilson v. Wholesome Harvest Baking, LLC – U.S. District Court, California Northern District, Case No. 4:20-cv-05186-YGR; Gregory v. Verio Healthcare, Inc. – Los Angeles County Superior Court, Case No. 20STCV37254; Rose v. Impact Group, LLC – Orange County Superior Court, Case No. 30-2020-01141107-CU-OE-CXC; Monasterio v. Citibank, N.A. – San Mateo County Superior Court, Case No. 20-CIV-03650; Martinez-Lopez v. Medamerica, Inc. – San Diego County Superior Court, Case No. 37-2020-00034393-CU-OE-CTL; Cox v. PRB Management, LLC – Solano County Superior Court, Case No. FCS055514; Nash v. K. Hovnanian Companies, LLC – Riverside County Superior Court, Case No. RIC2003319; Kyler v. Harbor Freight Tools USA, Inc. – San Diego County Superior Court, Case No. 37-2020-00015828-CU-OE-CTL; Roberts v. Solantic Corporation – Los Angeles County Superior Court, Case No. 20STCV41117; Price v. Mistras Group, Inc. – Los Angeles County Superior Court, Case No. 20STCV22485; Macias v. ABM Electrical & Lighting Solutions, Inc. – San Diego County Superior Court, Case No. 37-2020-00024997-CU-OE-CTL; Basu-Kesselman v. Garuda Labs, Inc. – San Francisco County Superior Court, Case No. CGC-20-585229; Armstrong v. Prometric LLC – Los Angeles County Superior Court, Case No. 20STCV29967; Ashlock v. Advantis Medical Staffing, LLC – San Diego County Superior Court, Case No. 37-2020-00022305-CU-OE-CTL; Wilson v. WXI Global Solutions, LLC – Los Angeles County Superior Court, Case No. 20STCV25007; Gandhale v. Select Rehabilitation, LLC – Monterey County Superior Court, Case No. 20CV002240; Starvoice v. G4S Secure Solutions (USA) Inc. – San Diego County Superior Court, Case No. 37-2020-00029421-CU-OE-CTL; Mbise v. Axlehire, Inc. – Alameda County Superior Court, Case No. RG20067350; Points v. C&J Services, Inc. – Kern County Superior Court, Case No. BCV-20-102483; Marshall v. PHI Air Medical, LLC – Lassen County Superior Court, Case No. 62973; Jauregui v. Cyctec Engineered Materials, Inc. – Orange County Superior Court, Case No. 30-2020-01164932-CU-OE-CXC

EXHIBIT #2

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Attorneys for Plaintiffs and the Putative Class

[Additional Counsel Listed on Following Page]

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN BERNARDINO

KIRSTEN CORBETT and BRENDA
CARDENAS, individually, and on behalf of all
others similarly situated,

Plaintiffs,

v.

G-III APPAREL GROUP, LTD., an entity of
unknown form; AM RETAIL GROUP, INC., a
corporation; and DOES 1 through 10,
inclusive,

Defendants.

CASE NO.: CIVSB 2305772

**CLASS ACTION SETTLEMENT
AGREEMENT AND RELEASE**

1 **SHEPPARD MULLIN RICHTER & HAMPTON LLP**

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6 *Attorneys for Defendant AM Retail Group, Inc.*

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1 This Class Action Settlement and Release (“Settlement Agreement” or “Agreement”) is
2 entered into by and between Plaintiffs Kirsten Corbett and Brenda Cardenas (“Plaintiffs”) on behalf
3 of themselves and the Class and Defendant AM Retail Group (“Defendant” or “AMRG”). In
4 consideration of the mutual covenants, promises, and agreements set forth herein, the Parties agree,
5 subject to the approval by the Court, that the Action and the Released Claims shall be settled and
6 compromised as between Plaintiffs and the Class on the one hand, and Defendant on the other hand,
7 subject to the terms and conditions set forth herein.

8 **DEFINITIONS**

9 1. “Action” means collectively, the actions *Corbett v. G-III Apparel Group, LTD. et al.*,
10 San Bernardino County Sup. Ct. Case No. 2305772 (“*Corbett Action*”), *Cardenas v. AM Retail*
11 *Group, Inc.*, Orange Cty. Sup. Ct. Case No. 30-2023-01328419, and *Cardenas v. AM Retail Group,*
12 *Inc.*, San Diego County Sup. Ct. Case No. 37-2023-00011858-CU-OE-CTL (both collectively the
13 “*Cardenas Action*”).

14 2. “Class” means all non-exempt employees who worked for Defendant in California
15 during the Class Period.

16 3. “Class Counsel” means Aubry Wand of the Wand Law Firm, P.C. (“Wand”) and
17 Norman B. Blumenthal, Kyle R. Nordrehaug, and Aparajit Bhowmik of Blumenthal Nordrehaug
18 Bhowmik De Blouw LLP (“BNBD”).

19 4. “Class Counsel Award” means (a) attorneys’ fees for Class Counsel’s litigation and
20 resolution of the Action, and (b) Class Counsel’s expenses and costs incurred in connection with the
21 Action.

22 5. “Class and PAGA Information” means the compilation of the following information
23 for each Class Member and PAGA Member: last known full name; social security number; last
24 known address; last known telephone number; number of compensable workweeks/pay periods for
25 each Class Member and PAGA Member during the Class Period and PAGA Period; and other such
26 mutually agreed upon information by the Parties as may be necessary to independently review the
27 Compensable Workweeks and Compensable Pay Periods attributed to each Class Member and
28 PAGA Member.

1 6. “Class Member(s)” means each person who is a member of the Class defined in
2 Paragraph 2 above and who is eligible to participate in this Settlement.

3 7. “Class Notice” means the notice, substantially in the form attached hereto as **Exhibit**
4 **1**, which the Settlement Administrator will mail to each Class Member, and which explains, *inter*
5 *alia*, the terms of this Settlement, each Class Member’s estimated Individual Settlement Payment,
6 each PAGA Members’ Individual PAGA Payment, the settlement process, and the right of Class
7 Members to object to the Settlement, opt-out of the Settlement, or dispute the number of
8 Compensable Workweeks attributed to them. The Class Notice need only be provided in English
9 because all Class Members are fluent in English.

10 8. “Class Period” means March 3, 2019 to the Preliminary Approval Date, or August
11 17, 2024, whichever is earlier.

12 9. “Class Representative Service Award” means the amount that the Court authorizes
13 to be paid to each of the two Plaintiffs, in addition to their Individual Settlement Payments and
14 Individual PAGA Payments, in recognition of, *inter alia*, their efforts and risks in assisting with the
15 prosecution of the Action and in return for executing a general release with Defendant.

16 10. “Compensable Pay Period(s)” means the number of pay periods worked by each
17 PAGA Member individually and used as a value to calculate Individual PAGA Payments. The
18 number of Compensable Pay Periods for each PAGA Member will be calculated by the Settlement
19 Administrator, based on the Class Information provided by Defendant. The number of Compensable
20 Pay Periods for each PAGA Member will be determined by counting any pay period within the
21 PAGA Period during which a PAGA member worked at least one shift.

22 11. “Total Compensable Pay Periods” means the sum of the Compensable Pay Periods
23 for all PAGA Members determined by the process described in Paragraph 10 above.

24 12. “Compensable Workweek(s)” means the number of weeks worked by each Class
25 Member individually and used as a value to calculate Individual Settlement Payments. The number
26 of Compensable Workweeks for each Class Member will be calculated by the Settlement
27 Administrator, based on the Class Information provided by Defendant. The number of Compensable
28

1 Workweeks for each Class Member will be determined by counting any week within the Class
2 Period during which a Class Member worked at least one shift.

3 13. "Total Compensable Workweeks" means the sum of the Compensable Workweeks
4 for all Class Members determined by the process described in Paragraph 12 above.

5 14. "Court" means the Superior Court for the County of San Bernardino, State of
6 California.

7 15. "Defendant" means AM Retail Group, Inc.

8 16. "Defendant's Counsel" means Derek R. Havel and Tyler J. Johnson of Sheppard
9 Mullin Richter & Hampton LLP.

10 17. "Effective Date" means the date on which the Court's Final Approval Order and
11 Judgment becomes final. The Court's Final Approval Order and Judgment "becomes final" upon
12 the latter of: (a) if there is no Objection to the Settlement, or if there is an Objection but it is
13 withdrawn, then, the date that the Final Approval Order and Judgment is entered by the Court; (b)
14 if there is an Objection to the Settlement that is not withdrawn, but no appeal is commenced
15 thereafter, then, sixty-five (65) calendar days following the date that Notice of Entry of the Final
16 Approval Order and Judgment is served; or (c) if there is an Objection to the Settlement, that is not
17 withdrawn, and any appeal, writ, or other appellate proceeding opposing the Settlement has been
18 filed within sixty-five (65) calendar days following service of Notice of Entry of Final Approval
19 Order and Judgment, then, when any such appeal, writ, or other appellate proceeding opposing the
20 validity of the Settlement has been resolved finally and conclusively affirming the Final Approval
21 Order and Judgment with no right to pursue further remedies or relief.

22 18. "Employer's Share of Payroll Taxes" means the dollar amount of Defendant's
23 employer payroll tax obligation on the employee wage portion of the Individual Settlement
24 Payments, including but not limited to, customary withholdings for federal, state and local taxes,
25 and any similar tax or charge. Defendant shall be responsible for paying the Employer's Share of
26 Payroll Taxes separately from, and in addition to, the Gross Settlement Amount.

27 19. "Final Approval Hearing" means the hearing that the Court will hold after the Court
28 has granted preliminary approval of the Settlement and notice has been provided to the Class and

1 the response of the Class to the Settlement has been determined, regarding, *inter alia*, whether final
2 approval of the Settlement is appropriate and the amounts properly payable for: (a) Individual
3 Settlement Payments; (b) the Class Counsel Award; (c) the Class Representative Service Awards;
4 (d) payment to the LWDA and PAGA Members; and (e) the Settlement Administration Costs.

5 20. “Final Approval Order and Judgment” means an order and judgment that the Court
6 will enter which finally approves this Settlement and enters a judgment.

7 21. “Gross Settlement Amount” means the amount that Defendant is obligated to pay
8 under this Settlement Agreement, which is \$1,100,000.00. No portion of the Gross Settlement
9 Amount will revert to Defendant under any circumstances. Other than the Employer’s Share of
10 Payroll Taxes, the Gross Settlement Amount constitutes the total maximum amount that Defendant
11 shall pay to settle this Action.

12 22. “Individual Settlement Payment” means the amount payable from the Net Settlement
13 Amount to each Settlement Class Member, less employee portions of state and federal withholding
14 taxes, including FICA, FUTA and SDI contributions and any other applicable payroll deductions
15 required by law, only to the extent applicable, as a result of the payment of the amount allocated to
16 such Class Members.

17 23. “Individual PAGA Payment” means the amount payable to the PAGA Members
18 from the \$50,000 total amount allocated to PAGA penalties.

19 24. “LWDA” means the California Labor and Workforce Development Agency.

20 25. “Net Settlement Amount” means the Gross Settlement Amount, less the Class
21 Counsel Award, Class Representative Service Award, the entire Payment to the LWDA and PAGA
22 Members, and Settlement Administration Costs. If the Court approves less than the amount
23 requested for the foregoing, such amounts will return to the Net Settlement Amount and be paid to
24 Settlement Class Members.

25 26. “Objection” means a written communication submitted by a Class Member to the
26 Settlement Administrator that contains a clear statement by the Class Member that he or she is
27 objecting to any of the terms of the Settlement. Class Members may also object to the Settlement
28 orally at the Final Approval Hearing without the need to submit a written Objection.

1 27. “Operative Complaint” means the Second Amended Complaint, attached hereto as
2 **Exhibit 2**, which the Parties stipulate shall be filed in the *Corbett* Action. The Operative Complaint
3 shall consolidate the *Corbett* Action with the *Cardenas* Action, and shall include all of both Plaintiff
4 Corbett and Plaintiff Cardenas’s claims.

5 28. “PAGA Member(s)” means all non-exempt employees who worked for Defendant
6 in California during the PAGA Period.

7 29. “PAGA Period” means December 21, 2021 to the Preliminary Approval Date, or
8 August 17, 2024, whichever is earlier.

9 30. “Parties” means Plaintiffs and Defendant collectively, and “Party” means either
10 Plaintiffs or Defendant individually.

11 31. “Payment Ratio” means the respective Compensable Workweeks for each Settlement
12 Class Member divided by the Total Compensable Workweeks for all Settlement Class Members.

13 32. “PAGA Payment Ratio” means the respective PAGA Pay Periods for each PAGA
14 Member divided by the total PAGA Pay Periods for all PAGA Members.

15 33. “Plaintiffs” means Kirsten Corbett and Brenda Cardenas.

16 34. “Preliminary Approval Date” means the date upon which the Court enters the
17 Preliminary Approval Order.

18 35. “Preliminary Approval Order” means the order, substantially in the form attached
19 hereto as **Exhibit 3**, which grants preliminary approval of the Settlement.

20 36. “Request for Exclusion” means a letter or other written communication submitted by
21 a Class Member to the Settlement Administrator that contains a clear statement by the Class Member
22 that he or she is electing to be excluded from the Settlement.

23 37. “Released Parties” means Defendant AM Retail Group, Inc. and G-III Apparel
24 Group, Ltd. and their past, present and future agents, employees, servants, officers, directors,
25 partners, trustees, representatives, shareholders, stockholders, attorneys, parents, subsidiaries,
26 equity sponsors, related companies/corporations and/or partnerships, divisions, assigns,
27 predecessors, successors, insurers, consultants, service providers, joint venturers, joint employers,
28 co-employers, dual employers, alleged joint employers, alleged co-employers, alleged dual

1 employers, affiliates, alter-egos, and affiliated organizations, and all of their respective past, present
2 and future employees, directors, officers, agents, attorneys, stockholders, fiduciaries, parents,
3 subsidiaries, and assigns.

4 38. “Released Claims by Plaintiffs” means: in exchange for the consideration provided
5 under this Settlement, Plaintiffs, for themselves and for their heirs, representatives, attorneys,
6 executors, administrators, successors, and assigns — releases, acquits, remises, and forever
7 discharges the Released Parties, from any and all actions, causes of action, obligations, costs,
8 expenses, damages, losses, claims, liabilities, suits, debts, demands, and benefits (including
9 attorneys’ fees and costs), of whatever character, in law or in equity, known or unknown, suspected
10 or unsuspected, matured or unmatured, of any kind or nature whatsoever, based on any act,
11 omission, event, occurrence, or nonoccurrence from the beginning of time to the date of execution
12 hereof, including but not limited to any claims or causes of action arising out of or in any way
13 relating to Plaintiffs’ relationship with and/or services performed for Defendant or which have been
14 or could have been made in the Action. This release of claims includes, but is not limited to, claims
15 for breach of any implied or express contract or covenant; claims for promissory estoppel; claims
16 of entitlement to any pay, including, but not limited to, overtime wages, meal and rest break
17 premiums, bonuses, and commissions; claims of wrongful denial of insurance and employee
18 benefits; claims for wrongful termination, retaliatory discharge or public policy violations of
19 whatever kind or nature, defamation, invasion of privacy, fraud, misrepresentation, emotional
20 distress or other common law or tort matters; claims of harassment, retaliation or discrimination
21 based on any basis, including but not limited to age, race, color, religion, sex, sexual orientation,
22 national origin, ancestry, physical or mental disability, medical condition, marital status; claims
23 under the California Labor Code, California Government Code, California Business and Professions
24 Code, and California Health and Safety Code; claims based upon the California Constitution; claims
25 based on any federal, state or other governmental statute, regulation or ordinance, including, without
26 limitation, the California Confidentiality of Medical Information Act, the California Fair
27 Employment & Housing Act, the California Unfair Business Practice Act, the California Private
28 Attorneys General Act, I.W.C. Wage Orders, the California Labor Code, the California Family

1 Rights Act, Title VII of the Civil Rights Act, the Fair Labor Standards Act, the Americans with
2 Disabilities Act, the Labor Management Relations Act, the Family Medical Leave Act, the Age
3 Discrimination in Employment Act (29 U.S.C. § 621, *et seq.*), and the Older Workers Benefit
4 Protection Act, all as amended. As to Plaintiffs' Released Claims only, Plaintiffs expressly waive
5 all rights and benefits under the terms of section 1542 of the California Civil Code. Section 1542
6 reads as follows:

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

11 Notwithstanding the provisions of section 1542, and for the purpose of implementing a full
12 and complete release and discharge of all of their Released Claims, Plaintiffs expressly acknowledge
13 that this Settlement is intended to include in its effect, without limitation, all Released Claims which
14 Plaintiffs do not know or suspect to exist in their favor at the time of execution hereof, and that the
15 Settlement contemplates the extinguishment of all such Released Claims.

16 This general release applies to Plaintiffs only; it does not apply to the Released Claims by
17 Settlement Class Members or PAGA Members.

18 39. "Released Class Claims by Settlement Class Members" means: in exchange for the
19 consideration provided under this Settlement, Settlement Class Members shall fully and finally
20 release and discharge Released Parties, from any and all claims that were alleged, or reasonably
21 could have been alleged, based on the facts stated in the Operative Complaint, including but not
22 limited to the failure to pay minimum wages, straight time compensation, overtime compensation,
23 double-time compensation, and interest thereon; failure to timely pay regular and final wages; the
24 calculation of the regular rate of pay; wages lost from time rounding and timekeeping; non-
25 compliant (e.g., missed, short, late, and/or interrupted) meal periods and rest periods; failure to
26 provide meal periods; failure to authorize and permit rest periods; the calculation and payment of
27 meal period and rest period premiums; payment for all hours worked, including off-the-clock work
28 and uncompensated work time; wage statements and paystubs, including wage statements and
paystubs furnished or available in physical, electronic, or other forms; failure to pay sick pay wages;

1 failure to properly calculate sick pay wages; failure to keep accurate records; failure to reimburse
2 for all necessary business expenses; failure to provide suitable seating; unfair business practices;
3 recordkeeping penalties, wage statement penalties, minimum-wage penalties, and waiting-time
4 penalties; statutory penalties and civil penalties; interest for claims for unpaid wages; and attorneys'
5 fees and costs; claims under the California Labor Code including sections 201, 201.3, 202, 203, 204,
6 210, 218, 218.5, 218.6, 221, 223, 224, 226, 226.3, 226.7, 233, 246, 246.5, 248.5, 510, 512, 558,
7 1174, 1182.12, 1194, 1194.2, 1194.3, 1197, 1197.1, 1198, and 2802); the Wage Orders of the
8 California Industrial Welfare Commission; and California Business and Professions Code section
9 17200, et seq. (the "Released Wage and Hour Class Claims"). This release excludes the release of
10 claims not permitted by law, including, claims for vested benefits, unemployment insurance,
11 disability, social security, workers' compensation, or claims based on facts occurring outside the
12 Class Period.

13 40. "Released PAGA Claims by PAGA Members" means Plaintiffs, as representatives
14 for the State of California and the Labor Workforce Development Agency ("LWDA") and on behalf
15 of all PAGA Members, completely release and discharge Defendant and Released Parties from any
16 and all claims for the recovery of civil penalties under the California Private Attorneys General Act,
17 California Labor Code § 2698, *et. seq.*, that were alleged, or reasonably could have been alleged,
18 based on the facts stated in the Operative Complaint and the PAGA Notice that occurred during the
19 PAGA Period, including but not limited to claims for unpaid wages, including failure to pay
20 minimum wages, straight time compensation, overtime compensation, double-time compensation,
21 and interest; the calculation of the regular rate of pay; non-compliant (e.g., missed, short, late, and/or
22 interrupted) meal periods and rest periods; failure to provide meal periods; failure to authorize and
23 permit rest periods; the calculation and payment of meal period and rest period premiums; failure
24 to reimburse for all necessary business expenses; payment for all hours worked, including off-the-
25 clock work and rounded time; failure to provide suitable seating; failure to pay sick pay, including
26 at the regular rate of pay; wage statements; failure to keep accurate records; unlawful deductions
27 and/or withholdings from wages; failure to timely pay wages; and failure to timely pay final wages.
28 The Released PAGA Claims include claims for violation of the Wage Orders of the California

1 Industrial Welfare Commission and the following California Labor Code sections: 201, 201.3, 202,
2 203, 204, 210, 218, 218.5, 218.6, 221, 223, 224, 226, 226.3, 226.7, 233, 246, 246.5, 248.5, 510, 512,
3 558, 1174, 1182.12, 1194, 1194.2, 1194.3, 1197, 1197.1, 1198, 2802, 2698 *et seq.*, and 2699 *et seq.*)
4 The foregoing release shall apply to all PAGA members, regardless of whether they exclude
5 themselves from the Released Class Claims. This release shall only apply to claims arising at any
6 point during the PAGA Period.

7 41. "Response Deadline" means 45 calendar days after the postmark date of the Class
8 Notice that the Settlement Administrator shall mail to Class Members, and the last date on which
9 Class Members may: (a) submit a Request for Exclusion; (b) submit a written Objection to the
10 Settlement; or (c) dispute the number of Compensable Workweeks attributed to them.

11 42. "Settlement" means the disposition of the Action pursuant to this Agreement.

12 43. "Settlement Administration Costs" means the amount to be paid to the Settlement
13 Administrator from the Gross Settlement Amount for notice and administration of this Settlement.

14 44. "Settlement Administrator" means Simpluris. The Settlement Administrator shall be
15 responsible for, *inter alia*: (a) printing and mailing the Class Notice to the Class; (b) calculating the
16 Individual Settlement Payments and PAGA Payments based on the Class Information; (c)
17 calculating the Employer's Share of Payroll Taxes; (d) receiving and reporting the Requests for
18 Exclusion and Objections submitted by Class Members to the Parties; (e) providing declaration(s)
19 as necessary in support of preliminary and/or final approval of this Settlement; (f) processing and
20 mailing payments to Plaintiffs, Class Counsel, the LWDA, and Settlement Class Members and
21 PAGA Members; (g) creating and maintaining a static settlement website where relevant documents
22 and information pertaining to the Settlement will be posted, including *inter alia*, the judgment and
23 amended judgment if applicable; (h) issuing any tax forms as appropriate, and (i) any other tasks as
24 the Parties mutually agree or the Court orders the Settlement Administrator to perform. The
25 Settlement Administrator shall keep the Parties timely apprised of the performance of all Settlement
26 Administrator responsibilities. The Parties agree that they have no financial interest or other
27 relationship with Simpluris that could create a conflict of interest. Should a conflict of interest or
28

1 other issue lead to the disqualification of the selected Settlement Administrator, the Parties will meet
2 and confer as to a suitable replacement.

3 45. "Settlement Class" or "Settlement Class Members" means all Class Members who
4 have not opted out of the Class by submitting a valid and timely Request for Exclusion.

5 **RECITALS**

6 46. The Actions. On February 24, 2023, Plaintiff Corbett commenced this Action by
7 filing a PAGA representative action complaint. On June 5, 2023, Plaintiff Corbett filed a First
8 Amended Class Action Complaint, adding class claims. On March 22, 2023, Plaintiff Brenda
9 Cardenas filed a class action complaint against Defendant. On May 30, 2023, Cardenas filed a
10 separate lawsuit in Orange County Superior Court seeking penalties under PAGA for the wage and
11 hour violations alleged in her proposed class action complaint.

12 47. Investigation and Discovery. The Parties conducted significant investigation of the
13 facts and law during the prosecution of the Action and before this Settlement was reached. Such
14 discovery and investigation includes, *inter alia*, the exchange of information and documents
15 pertaining to Plaintiffs and the Class, and numerous meetings and informal conferences wherein the
16 Parties exchanged information, class data, and theories of the case. Plaintiffs have also investigated
17 the law as applied to the facts of Plaintiffs' claims and Defendant's potential defenses thereto.

18 48. Mediation and Settlement. On May 17, 2024, the Parties engaged in mediation with
19 Todd Smith, Esq. The Parties were unable to reach a settlement at the conclusion of the mediation,
20 but they subsequently accepted a proposal from the mediator regarding the material terms for a
21 proposed class action settlement that would fully resolve this matter, as memorialized in greater
22 detail herein.

23 49. Benefits of Settlement to Class Members. Plaintiffs and Class Counsel recognize the
24 expense and length of continued proceedings necessary to litigate Plaintiffs' claims through trial
25 and any possible appeals. Plaintiffs have also taken into account the uncertainty and risk of the
26 outcome of further litigation, and the difficulties and delays inherent in such litigation. Plaintiffs
27 and Class Counsel are also aware of the burdens of proof necessary to establish liability for the
28 claims asserted in the Action, both generally and in response to Defendant's defenses thereto, and

1 the difficulties in establishing damages for the Class. Based on the foregoing, Plaintiffs and Class
2 Counsel have determined that the Settlement set forth in this Settlement Agreement is fair, adequate,
3 and reasonable, and is in the best interests of the Class.

4 50. Defendant's Reasons for Settlement. Defendant has concluded that any further
5 defense of this litigation would be protracted and expensive for all Parties. Substantial amounts of
6 Defendant's time, energy, and resources have been and, unless this Settlement is completed, will
7 continue to be devoted to the defense of the claims asserted by Plaintiffs. Defendant has also taken
8 into account the risks of further litigation in reaching its decision to enter into this Settlement.
9 Defendant specifically and generally denies all of the claims asserted in the Action and all other
10 Released Claims; denies all allegations and claims as to liability, damages, penalties, interest, fees
11 and all other forms of relief; denies any and all wrongdoing of any kind whatsoever associated with
12 any of the facts or claims alleged in the Action; and makes no concessions or admissions of
13 wrongdoing or liability of any kind whatsoever. Defendant maintains that for any purpose other than
14 settlement, the Action is not suitable or appropriate for class action or representative action
15 treatment. Defendant has agreed, nonetheless, to settle in the manner and upon the terms set forth
16 in this Settlement Agreement to put to rest the claims in the Action. As to the Released Claims,
17 Defendant denied and continues to deny each of those claims.

18 STIPULATION AND AGREEMENT

19 51. NOW THEREFORE, in consideration of the mutual covenants, promises, and
20 agreements set forth herein, the Parties agree, subject to the Court's approval, as follows:

21 52. It is agreed by and among Plaintiffs and Defendant that this Settlement shall bind the
22 Plaintiffs, Settlement Class Members, PAGA Members, and Defendant, subject to the terms and
23 conditions hereof.

24 53. Circular 230 Disclaimer. Each Party to this Agreement (for purposes of this section,
25 the "acknowledging party" and each Party to this Agreement other than the acknowledging party,
26 an "other party") acknowledges and agrees that (1) no provision of this Agreement, and no written
27 communication or disclosure between or among the Parties or their attorneys and other advisers, is
28 or was intended to be, nor shall any such communication or disclosure constitute or be construed or

1 be relied upon as, tax advice within the meaning of United States Treasury Department Circular 230
2 (31 CFR Part 10, as amended); (2) the acknowledging party (a) has relied exclusively upon his, her,
3 or its own, independent legal and tax counsel for advice (including tax advice) in connection with
4 this Agreement, (b) has not entered into this Agreement based upon the recommendation of any
5 other party or any attorney or advisor to any other party, and (c) is not entitled to rely upon any
6 communication or disclosure by any attorney or advisor to any other party to avoid any tax penalty
7 that may be imposed on the acknowledging party; and (3) no attorney or advisor to any other party
8 has imposed any limitation that protects the confidentiality of any such attorney's or adviser's tax
9 strategies (regardless of whether such limitation is legally binding) upon disclosure by the
10 acknowledging party of the tax treatment or tax structure of any transaction, including any
11 transaction contemplated by this Agreement.

12 54. Filing of Operative Complaint. The Parties stipulate to the filing of the Operative
13 Complaint in the *Corbett* Action, which will consolidate the claims alleged in the *Cardenas* Action,
14 for settlement purposes. Plaintiffs shall file the Operative Complaint within seven (7) days of the
15 full execution of this Agreement. Within seven (7) days of the Preliminary Approval Date, Plaintiff
16 Cardenas will dismiss the *Cardenas* Actions without prejudice.

17 55. Class Certification. Defendant stipulates to class certification pursuant to California
18 Code of Civil Procedure § 382 for purposes of settlement only. If the Court does not grant either
19 preliminary or final approval of this Settlement, the Parties agree that this stipulation regarding class
20 certification will be revoked, and the Parties will return to a point in litigation immediately prior to
21 the execution of this Agreement and Defendant may assert all potentially applicable defenses in
22 connection with the Action (e.g., contest whether the Action should be maintained as a class action,
23 contest the merits of the claims being asserted in the Action, etc.).

24 56. Approval of Settlement. Plaintiffs will move the Court to grant preliminary and final
25 approval of this class action Settlement. The Parties agree to work diligently and cooperatively to
26 have this matter presented to the Court for preliminary and final approval.

27 57. LWDA Notice. Plaintiffs acknowledge and agree that they will provide notice to the
28 LWDA of this Settlement in accordance with California Labor Code § 2699(1)(2).

1 58. Release of Claims by Plaintiffs. Plaintiffs release the “Released Claims by
2 Plaintiffs” as of the date that the Gross Settlement Amount is fully funded by Defendant.

3 59. Release of Class Claims by Settlement Class Members. Settlement Class Members
4 release the “Released Claims by Settlement Class Members” as of the date that the Gross Settlement
5 Amount is fully funded by Defendant.

6 60. Release of PAGA Claims by PAGA Members. PAGA Members release the
7 “Released PAGA Claims” as of the date that the Gross Settlement Amount is fully funded by
8 Defendant.

9 61. Settlement Administration. Within fourteen (14) calendar days after the Preliminary
10 Approval Date, Defendant shall provide the Settlement Administrator with the Class Information.
11 The Class Information shall not be disclosed to Plaintiffs, Class Counsel or anyone else external to
12 the Settlement Administrator without the written consent of Defendant, except as to certain
13 information which may be necessary to enable Class Counsel to assist in resolution of, or otherwise
14 respond to, any workweek disputes or objection for Class Members that may arise.

15 62. Notice to the Class. Upon receipt of the Class Information, the Settlement
16 Administrator will perform a search based on the National Change of Address Database to update
17 and correct any known or identifiable address changes. Within fourteen (14) calendar days after
18 receiving the Class Information, the Settlement Administrator shall mail copies of the Class Notice
19 to all Class Members via regular First-Class U.S. Mail. The Settlement Administrator shall exercise
20 its best judgment to determine the current mailing address for each Class Member. The address
21 identified by the Settlement Administrator as the current mailing address shall be presumed to be
22 the best mailing address for each Class Member.

23 a. The Class Notice and Procedure Comports with Due Process. The Parties
24 agree that the notice procedures outlined in this Agreement provide the best and most practical
25 method of giving notice to the Class and fully comply with due process and all applicable laws and
26 rules.

27 b. Undeliverable Notices. Any Class Notice returned to the Settlement
28 Administrator as non-delivered on or before the Response Deadline shall be re-mailed to the

1 forwarding address affixed thereto within seven (7) calendar days. If no forwarding address is
2 provided, the Settlement Administrator shall promptly attempt to determine a correct address by use
3 of skip-tracing, or other search using the name, address and/or Social Security number of the Class
4 Member involved, and shall then perform a re-mailing, if another mailing address is identified by
5 the Settlement Administrator. If the undeliverable notice is for a currently employed Class Member,
6 the Settlement Administrator shall contact Defendant, which will then make all reasonable efforts
7 to obtain the Class Member's current mailing address within seven (7) calendar days, and provide
8 it to the Settlement Administrator. Class Members who receive a re-mailed Notice of Class
9 Settlement shall have an additional 14 days beyond the Response Deadline provided in the Class
10 Notice: (a) submit a Request for Exclusion; (b) submit an Objection to the Settlement; or (c) dispute
11 the number of Compensable Workweeks attributed to them.

12 c. Disputes Regarding Individual Settlement Payments. Class Members will
13 have the opportunity, should they disagree with Defendant's records regarding the dates of
14 employment stated in the Class Notice and/or the number of Compensable Workweeks attributed to
15 them, to provide documentation and/or an explanation to show contrary information by the
16 Response Deadline. The dispute form must: (a) contain the full name, address, and telephone
17 number of the Class Member, and the last four digits of the Class Member's social security number
18 or full employee ID number; (b) contain the case name and case number; (c) a clear statement by
19 the Class Member that he or she is disputing the number of Compensable Workweeks and the basis
20 for the dispute; (d) be signed by the Class Member; and (e) be postmarked or e-mailed by the
21 Response Deadline. The date of the postmark on the return mailing envelope on the dispute form,
22 or the date the e-mail is sent, shall be the exclusive means used to determine whether it has been
23 timely submitted. If there is a dispute, the Settlement Administrator will consult with the Parties to
24 determine whether an adjustment is warranted. The Settlement Administrator shall then determine
25 the eligibility for, and the amounts of, any Individual Settlement Payments under the terms of this
26 Agreement. In the absence of circumstances indicating fraud, manipulation or destruction,
27 Defendant's records shall be given a rebuttable presumption of accuracy.

1 d. Requests for Exclusion. Class Members who wish to exclude themselves
2 from the Settlement must mail to the Settlement Administrator a Request for Exclusion by the
3 Response Deadline. The Request for Exclusion must: (a) contain the full name, address, and
4 telephone number of the Class Member, and the last four digits of the Class Member's social security
5 number; (b) contain the case name and case number; (c) a clear statement by the Class Member that
6 he or she is electing to be excluded from the Settlement; (d) be signed by the Class Member; and
7 (e) be postmarked or e-mailed by the Response Deadline. The date of the postmark on the return
8 mailing envelope on the Request for Exclusion, or the date the e-mail is sent, shall be the exclusive
9 means used to determine whether it has been timely submitted. Any Class Member who requests to
10 be excluded from the Settlement Class shall not be entitled to any Individual Settlement Payment,
11 shall not release any of the Released Claims by Settlement Class Members, and shall not have any
12 right to object, appeal or comment thereon. Class Members who fail to submit a valid and timely
13 Request for Exclusion on or before the Response Deadline shall be bound by all terms of the
14 Settlement and any Final Approval Order and Judgment entered in this Action.

15 e. Objections. Class Members who wish to object to the Settlement may do so
16 orally at the Final Approval Hearing without the need to submit a written Objection, or by mailing
17 to the Settlement Administrator a written Objection by the Response Deadline. The written
18 Objection must: (a) contain the full name, address, and telephone number of the Class Member, and
19 the last four digits of the Class Member's social security number; (b) contain the case name and
20 case number; (c) the dates of employment of the Class Member; (d) state whether the Class Member
21 intends to appear at the final approval hearing; (e) be signed by the Class Member; (f) state the basis
22 for the Objection, including any legal briefs, papers or memoranda in support of the Objection; and
23 (g) be postmarked or e-mailed by the Response Deadline. The date of the postmark on the return
24 mailing envelope on the written Objection, or the date the e-mail is sent, shall be the exclusive means
25 used to determine whether the written Objection has been timely submitted. Class Members who
26 fail to make Objections in the manner specified above shall be deemed to have waived any
27 objections and shall be foreclosed from making any objections (whether by appeal or otherwise) to
28 the Settlement. Class Counsel shall not represent any Class Members with respect to any Objections.

1 The Settlement Administrator will provide the Parties with any written Objection within seven (7)
2 calendar days of its receipt of any Objection. Plaintiffs will file any and all written Objections with
3 the Court in advance of the Final Approval Hearing.

4 63. Funding of the Gross Settlement Amount. Within fourteen (14) calendar days of the
5 Effective Date, Defendant shall wire transfer the full Gross Settlement Amount, plus the Employer's
6 Share of Payroll Taxes, to the Settlement Administrator.

7 64. Allocation of Settlement. The funds from the Gross Settlement Amount shall be
8 distributed as follows:

9 a. Payments to Settlement Class Members. Individual Settlement Payments will
10 be paid from the Net Settlement Amount and shall be paid pursuant to the settlement formula set
11 forth herein. The Settlement Administrator shall calculate the Total Compensable Workweeks for
12 all Settlement Class Members based on the Class Information. The respective Compensable
13 Workweeks for each Settlement Class Member will be divided by the Total Compensable
14 Workweeks for all Settlement Class Members, resulting in the Payment Ratio for each Settlement
15 Class Member. Each Settlement Class Member's Payment Ratio will then be multiplied by the Net
16 Settlement Amount to determine his or her Individual Settlement Payment. Individual Settlement
17 Payments will be allocated as follows: 25% wages and 75% interest and penalties. Individual
18 Settlement Payments shall be mailed by regular First-Class U.S. Mail to Settlement Class Members'
19 last known mailing address.

20 b. Payments to PAGA Members. The Settlement Administrator shall calculate
21 the total Compensable Pay Periods for all PAGA Members based on the Class Information. The
22 respective Compensable Pay Periods for each PAGA Member will be divided by the total
23 Compensable Pay Periods for all PAGA Members, resulting in the PAGA Payment Ratio for each
24 PAGA Member. Each PAGA Member's PAGA Payment Ratio will then be multiplied by
25 \$12,500.00 to determine his or her Individual PAGA Payment. PAGA Payments will be allocated
26 as follows: 100% penalties. PAGA Payments shall be mailed by regular First-Class U.S. Mail to
27 PAGA Members' last known mailing address.

1 c. Un-Negotiated Settlement Checks to Settlement Class Members and PAGA
2 Members. Individual Settlement Payment and PAGA Payment checks shall remain negotiable for
3 one hundred and twenty (120) calendar days from the postmark date of issuance. If the check is
4 not cashed, deposited, or otherwise negotiated within the 120-day deadline, the check will be
5 voided, and the funds associated with any such voided checks shall be distributed to the California
6 Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no
7 "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384,
8 subd (b).

9 d. Certification by Settlement Administrator. The Parties have the right to
10 monitor and review administration of the Settlement. Any disputes not resolved by the Settlement
11 Administrator concerning the administration of the Settlement will be resolved by the Court, under
12 the laws of the State of California. Prior to any such involvement of the Court, counsel for the Parties
13 will confer in good faith to resolve the disputes without the necessity of involving the Court. Upon
14 completion of administration of the Settlement, the Settlement Administrator shall provide written
15 certification of such completion to counsel for the Parties, and which shall be filed with the Court
16 as necessary.

17 e. Settlement Awards Do Not Trigger Additional Benefits. All monies received
18 by Settlement Class Members shall be deemed to be income to such Settlement Class Members
19 solely in the year in which such awards actually are received by the Settlement Class Members. It
20 is expressly understood and agreed that the receipt of such Individual Settlement Payments will not
21 entitle any Settlement Class Member to additional compensation or benefits under any company
22 compensation or benefit plan or agreement in place during the period covered by the Settlement,
23 nor will it entitle any Settlement Class Member to any increased pension and/or retirement, or other
24 deferred compensation benefits. It is the intent of this Settlement that any Individual Settlement
25 Payments provided for in this Agreement are the sole payments to be made by Defendant to the
26 Settlement Class Members in connection with this Settlement, and that the Settlement Class
27 Members are not entitled to any new or additional compensation or benefits as a result of having
28 received the Individual Settlement Payments (notwithstanding any contrary language or agreement

1 in any benefit or compensation plan document that might have been in effect during the period
2 covered by this Settlement).

3 f. Class Representative Service Awards. Defendant shall not oppose or object
4 to a Class Representative Service Award in the total amount of up to \$10,000.00 each to Plaintiff
5 Corbett and Plaintiff Cardenas, subject to Court approval. The Settlement Administrator shall issue
6 an IRS Form 1099 – MISC to Plaintiffs in connection with the Class Representative Service Award
7 payments. Plaintiffs shall be solely and legally responsible to pay any and all applicable taxes on
8 their Class Representative Service Awards and shall hold harmless Defendant and Class Counsel
9 from any claim or liability for taxes, penalties, or interest arising as a result of the Class
10 Representative Service Award payments. The Class Representative Service Award shall be in
11 addition to Plaintiffs' Individual Settlement Payments and PAGA Payments. This Settlement is not
12 contingent upon the Court awarding Plaintiffs a Class Representative Service Award in any amount.
13 Any amounts requested by Plaintiffs for the Class Representative Service Award that are not granted
14 by the Court shall return to the Net Settlement Amount and be distributed to Settlement Class
15 Members as provided in this Agreement.

16 g. Class Counsel Award. Defendant shall not oppose or object to any
17 application or motion by Class Counsel for attorneys' fees not to exceed one-third from the Gross
18 Settlement Amount, or \$366,666.67. Any attorneys' fees awarded by the Court shall be allocated as
19 follows: fifty percent (50%) to Wand and fifty percent (50%) to BNBD. Further, fifty percent (50%)
20 of any attorneys' fees to Wand shall be paid to Custodio & Dubey LLP, and twenty five percent
21 (25%) of any attorneys' fees awarded to BNBD shall be paid to the Gomez Firm. Defendant further
22 agrees not to oppose any application or motion by Class Counsel for the reimbursement of any costs
23 or expenses associated with Class Counsel's prosecution of this matter from the Gross Settlement
24 Amount not to exceed \$40,000.00. Class Counsel shall be solely and legally responsible to pay all
25 applicable taxes on the payment made pursuant to this paragraph. The Settlement Administrator
26 shall issue an IRS Form 1099 – MISC to Class Counsel for the payments made pursuant to this
27 paragraph. This Settlement is not contingent upon the Court awarding Class Counsel any particular
28 amount in attorneys' fees and costs. Any amount requested by Class Counsel for the Class Counsel

1 Award that is not granted by the Court shall return to the Net Settlement Amount and be distributed
2 to Settlement Class Members as provided in this Agreement.

3 h. Settlement Administration Costs. The Settlement Administrator shall be paid
4 for the costs of administration of the Settlement from the Gross Settlement Amount. The costs of
5 notice and administration for the disbursement of the Gross Settlement Amount shall not exceed
6 \$14,000. Any amount requested by Class Counsel for the Settlement Administration Costs that is
7 not granted by the Court shall return to the Net Settlement Amount and be distributed to Settlement
8 Class Members as provided in this Agreement.

9 i. Payment to the LWDA. Fifty Thousand Dollars (\$50,000.00) from the Gross
10 Settlement Amount will be allocated to penalties under the Private Attorneys General Act of 2004.
11 Seventy-five percent (75%) of that amount, or \$37,500.00, will be paid to the LWDA and twenty-
12 five percent (25%) of that amount, or \$12,500.00, will be paid to the PAGA Members. This payment
13 is made pursuant to California Labor Code § 2699(i).

14 65. Distribution of Settlement Payments. Individual Settlement Payments to Settlement
15 Class Members, PAGA Payments to PAGA Members, the Class Representative Service Award, the
16 Class Counsel Award, Settlement Administration Costs, and payment to the LWDA, shall all be
17 distributed by the Settlement Administrator within seven (7) calendar days of receipt by the
18 Settlement Administrator of the Gross Settlement Amount from Defendant. No person shall have
19 any claim against Defendant, Defendant's Counsel, Plaintiffs, Settlement Class Members, PAGA
20 Members, Class Counsel, or the Settlement Administrator based on distributions and payments
21 made in accordance with this Agreement.

22 66. Escalator. Prior to the mediation, Defendant represented there are 2,073 Class
23 Members who collectively worked 60,390 workweeks through May 17, 2024. If there is an increase
24 of more than 10% in workweeks (i.e., there are more than 66,429 workweeks during the Class
25 Period, Defendant, at its option, can either choose to: (1) cut off the end date for the Class Period as
26 of the date on which the number of workweeks reaches 66,429, or (2) increase the Gross Settlement
27 Amount on a proportional basis equal to the percentage increase in number of workweeks worked
28

1 by the Class Members above the 10% (i.e., if there was 11% increase in the number workdays during
2 the Class Period, Defendant would agree to increase the Gross Settlement Amount by 1%).

3 67. Final Settlement Approval. Upon expiration of the Response Deadline, a Final
4 Approval Hearing shall be conducted by the Court, and if the Settlement is finally approved, the
5 Court should enter the Final Approval Order and Judgment.

6 68. Nullification of Settlement Agreement. In the event: (a) the Court does not enter the
7 Order for preliminary approval of the Settlement; (b) the Court does not finally approve the
8 Settlement; (c) the Court does not enter a Final Approval Order and Judgment as provided herein;
9 or (d) the Settlement does not become final for any other reason, this Settlement Agreement shall
10 be null and void and any order or judgment entered by the Court in furtherance of this Settlement
11 shall be treated as void from the beginning. In such cases, the Parties and any funds to be awarded
12 under this Settlement shall be returned to their respective statuses as of the date and time
13 immediately prior to the execution of this Agreement and the Parties shall proceed in all respects as
14 if this Agreement had not been executed, except that any fees already incurred by the Settlement
15 Administrator shall be paid by Defendant. In the event an appeal is filed from the Court's Final
16 Approval Order and Judgment, or any other appellate review is sought, administration of the
17 Settlement shall be stayed pending final resolution of the appeal or other appellate review, and any
18 fees incurred by the Settlement Administrator prior to it being notified of the filing of an appeal
19 from the Court's Final Approval Order and Judgment, or any other appellate review, shall be paid
20 to the Settlement Administrator by the party or person that filed the appeal, within thirty (30)
21 calendar days of said notification. Additionally, if the number of Class Members who opt out by
22 submitting Requests for Exclusion meets or exceeds 5% of the total number of Class Members, then
23 Defendant may, in the exercise of its sole discretion, abrogate this Agreement. If Defendant elects
24 to terminate the Settlement Agreement for this reason, it shall be solely responsible for any costs
25 incurred by the Settlement Administrator. Defendant's right expires fourteen (14) calendar days
26 after the expiration of the Response Deadline. In the event Defendant exercises this option, the costs
27 of administration shall be borne by Defendant.

1 69. No Admission by Defendant. Defendant denies any and all claims alleged in this
2 Action and denies all wrongdoing whatsoever. This Settlement Agreement is not a concession or
3 admission, and shall not be used against Defendant as an admission or indication with respect to any
4 claim of any fault, concession, or omission by any Defendant.

5 70. Confidentiality. Defendant, Plaintiffs and Class Counsel will not disclose,
6 disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize,
7 any of the terms of the Agreement directly or indirectly, specifically or generally, to any person,
8 corporation, association, government agency, or other entity except: (1) to the Parties' attorneys,
9 accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) to
10 the extent necessary to report income to appropriate taxing authorities; (3) in response to a court
11 order or subpoena; or (4) in response to an inquiry or subpoena issued by a state or federal
12 government agency. Each Party agrees to immediately notify each other Party of any judicial or
13 agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Defendant
14 and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other
15 communication, before the filing of the Motion for Preliminary Approval, any with third party
16 regarding this Agreement or the matters giving rise to this Agreement except to respond only that
17 "the matter was resolved," or words to that effect. This provision does not prevent Defendant from
18 making disclosures to shareholders as required by the Securities and Exchange Commission. From
19 and after preliminary approval of the Settlement, Class Counsel may communicate regarding the
20 Class Action Settlement in accordance with Class Counsel's ethical obligations owed to Class
21 Members. In all other cases, Plaintiffs and Class Counsel agree to limit their statements regarding
22 the terms of the Class Action Settlement, whether oral, written, or electronic, to say the Action has
23 been resolved and that Plaintiffs and Class Counsel are satisfied with the settlement terms. Nothing
24 in this Agreement shall preclude Plaintiffs' Counsel from communicating with members of the
25 Settlement Class after preliminary approval, and after preliminary approval Plaintiffs' Counsel is
26 permitted to post court-filed documents on their website for viewing by the Settlement Class, and
27 Plaintiffs' counsel may refer to this case in their CV's or other similar documents that are filed with
28 a court or in another legal forum relating to counsel's prior experience and qualifications.

1 71. Exhibits and Headings. The terms of this Settlement Agreement include the terms
2 set forth in any attached Exhibits, which are incorporated by this reference as though fully set forth
3 herein. Any Exhibits to this Agreement are an integral part of the Settlement. The descriptive
4 headings of any paragraphs or sections of this Agreement are inserted for convenience of reference
5 only and do not constitute a part of this Agreement.

6 72. Interim Stay of Proceedings. The Parties agree to stay all proceedings in the Action,
7 except such proceedings necessary to implement and complete the Settlement, holding the Action
8 in abeyance pending the final approval hearing to be conducted by the Court.

9 73. Amendment or Modification. This Agreement may be amended or modified only by
10 a written instrument signed by counsel of record for all Parties, subject to the approval of the Court.

11 74. Entire Agreement. This Settlement Agreement and any attached Exhibits constitute
12 the entire Agreement among these Parties, and no oral or written representations, warranties, or
13 inducements have been made to any Party concerning this Agreement or its Exhibits other than the
14 representations, warranties, and covenants contained and memorialized in the Agreement and its
15 Exhibits.

16 75. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant
17 and represent they are expressly authorized by the Parties whom they represent to negotiate this
18 Agreement and to take all appropriate actions required or permitted to be taken by such Parties
19 pursuant to this Agreement to effectuate its terms, and to execute any other documents required to
20 effectuate the terms of this Agreement. The Parties and their counsel will cooperate with each other
21 and use their best efforts to effect the implementation of the Settlement. In the event the Parties are
22 unable to reach agreement on the form or content of any document needed to implement the
23 Settlement, or on any supplemental provisions that may become necessary to effectuate the terms
24 of this Settlement, the Parties may seek the assistance of the Court or the mediator to resolve such
25 disagreement. The persons signing this Agreement on behalf of Defendant represent and warrant
26 that they are authorized to sign this Agreement on behalf of Defendant. Plaintiffs represent and
27 warrant that they are authorized to sign this Agreement and that they have not assigned any claim,
28 or part of a claim, covered by this Settlement to a third-party.

1 76. Binding on Successors and Assigns. This Agreement shall be binding upon, and
2 inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

3 77. California Law Governs. All terms of this Settlement Agreement and the Exhibits
4 hereto shall be governed by and interpreted according to the laws of the State of California.

5 78. Counterparts and Signatures. This Settlement Agreement may be executed in one or
6 more counterparts. All executed counterparts and each of them shall be deemed to be one and the
7 same instrument. The Parties agree that a facsimile, PDF, or electronic signatures shall be deemed
8 to be as valid and enforceable as original ink signatures. The Parties further agree that they may use
9 DocuSign, an electronic signature technology, to expedite the execution of this Agreement, pursuant
10 to California Civil Code § 1633.7.

11 79. This Settlement is Fair, Adequate and Reasonable. The Parties believe this
12 Settlement is a fair, adequate, and reasonable settlement of this Action and have arrived at this
13 Settlement after extensive arms-length negotiations, taking into account all relevant factors, present
14 and potential.

15 80. Jurisdiction of the Court. Pursuant to California Code of Civil Procedure § 664.6,
16 the Court shall retain jurisdiction with respect to the interpretation, implementation, and
17 enforcement of the terms of this Settlement Agreement and all orders and judgments entered in
18 connection therewith, and the Parties and their counsel hereto submit to the jurisdiction of the Court
19 for purposes of interpreting, implementing, and enforcing the Settlement embodied in this
20 Agreement and all orders and judgments entered in connection therewith. All terms of this
21 Settlement Agreement are subject to approval by the Court.

22 81. Invalidity of Any Provision. Before declaring any provision of this Settlement
23 Agreement invalid, the Court shall first attempt to construe the provisions valid to the fullest extent
24 possible consistent with applicable precedents so as to define all provisions of this Agreement valid
25 and enforceable.

26 82. Enforcement Action. In the event that one more of the Parties institutes any legal
27 action or other proceeding against any other Party or Parties to enforce the provisions of this
28 Settlement Agreement or to declare rights and/or obligations under this Settlement Agreement, the

1 successful Party or Parties will be entitled to recover from the unsuccessful Party or Parties
2 reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any
3 enforcement actions.

4
5 Dated: 9/7/2024

DocuSigned by:
By: K. Corbett
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Plaintiff Kirsten Corbett

6
7 Dated: _____

By: _____
Plaintiff Brenda Cardenas

8
9 Dated: _____

By: _____
Defendant AM Retail Group, Inc.

10
11 Name: _____

12
13 Title: _____

14
15 **APPROVED AS TO FORM:**

16
17 **THE WAND LAW FIRM, P.C.**

18 Dated: 9/16/2024

By: [Signature]
Aubry Wand

19
20 *Counsel for Plaintiffs*

21
22 **BLUMENTHAL NORDREHAUG BHOWMIK
DE BLOUW LLP**

23
24 Dated: _____

By: _____
Norman B. Blumenthal
Kyle R. Nordrehaug
Aparajit Bhowmik
Nicholas J. De Blouw

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27 *Counsel for Plaintiffs*
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CUSTODIO & DUBEY LLP

9/9/24
Dated: _____

By: 
Robert Abiri
Counsel for Plaintiffs

THE GOMEZ LAW FIRM

Dated: _____

By: _____
Emilia Arutunian
Counsel for Plaintiffs

**SHEPPARD MULLIN RICHTER & HAMPTON
LLP**

Dated: _____

By: _____
Derek R. Havel
Tyler J. Johnson
Counsel for Defendant AM Retail Group

1 successful Party or Parties will be entitled to recover from the unsuccessful Party or Parties
2 reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any
3 enforcement actions.

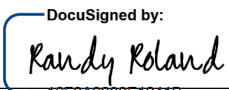
4
5 Dated: _____

By: _____
Plaintiff Kirsten Corbett

6
7 Dated: Sep 11, 2024
8 _____


By: Brenda Cardenas (Sep 11, 2024 16:41 MDT)
Plaintiff Brenda Cardenas

9 Dated: 10/7/2024
10 _____

DocuSigned by:

By: 16F0A9208E1241B...
Defendant AM Retail Group, Inc.

11 Name: Randy Roland
12 _____

13 Title: Sr Vice President / CFO
14 _____

15 **APPROVED AS TO FORM:**

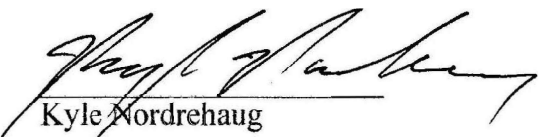
16 **THE WAND LAW FIRM, P.C.**

17
18 Dated: _____

By: _____
Aubry Wand
Counsel for Plaintiffs

21
22 **BLUMENTHAL NORDREHAUG BHOWMIK
DE BLOUW LLP**

23
24 Dated: 9/13/24
25 _____

By: 
Kyle Nordrehaug
Aparajit Bhowmik
Nicholas J. De Blouw

26
27 *Counsel for Plaintiffs*
28

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CUSTODIO & DUBEY LLP

Dated: _____

By: _____
Robert Abiri

Counsel for Plaintiffs

THE GOMEZ LAW FIRM

Dated: _____

By: E. Arutunian
Emilia Arutunian

Counsel for Plaintiffs

**SHEPPARD MULLIN RICHTER & HAMPTON
LLP**

Dated: 10/8/2024

Signed by:
By: Derek Havel
Derek R. Havel
Tyler J. Johnson

Counsel for Defendant AM Retail Group

Exhibit 1

CLASS NOTICE

A court authorized this Notice. This is not a solicitation by a lawyer. You are not being sued.

Why should you read this Notice?

A proposed settlement (the “Settlement”) has been reached in the class action lawsuit entitled, *Corbett v. G-III Apparel Group, Ltd., et al.*, San Bernardino County Superior Court, Case No. CIVSB2305772 (collectively, the “Action”). The matter entitled, *Cardenas v. AM Retail Group, Inc.*, San Diego County Superior Court, Case No. 37-2023-00011858-CU-OE-CTL was consolidated with the Action for settlement purposes.

According to Defendant’s records, you have been identified as a member of the Class, and therefore are receiving this Notice.

Your options are further explained in this Notice. To exclude yourself from, or object to the Settlement, you must take action by certain deadlines. If you want to participate in the Settlement as proposed, you don’t need to do anything to obtain your share of the settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
DO NOTHING	If you do nothing, you will be considered part of the Settlement Class and will receive settlement benefits. You will also give up your rights to pursue a separate legal action against AM Retail Group, Inc. (“Defendant”), for the claims released under the Settlement.
EXCLUDE YOURSELF FROM THE SETTLEMENT CLASS	If you do not wish to participate in the Settlement, you may exclude yourself by submitting a written request to be excluded. However, if you do so, you will not receive any payment under the Settlement.
OBJECT	To object to the Settlement, you may object orally at the Final Approval Hearing, or you may write to the Settlement Administrator about why you don’t like the Settlement. This option is available only if you do not exclude yourself from the Settlement.

Who is affected by this proposed Settlement?

The Court has certified, for settlement purposes only, the following Class:

All non-exempt employees who performed work for Defendant in California from March 3, 2019 to August 17, 2024 (the “Class Period”).

Insert if applicable: Also, according to Defendant’s records, you were a non-exempt employee who performed work for Defendant in California from December 21, 2021 to August 17, 2024 (the “PAGA Period”), and are therefore a PAGA Member as well.

What is this case about?

In the Action, Plaintiffs Kirsten Corbett and Brenda Cardenas (“Plaintiffs”) allege on behalf of themselves and the Class the following claims against Defendant: (1) failure to provide meal periods or compensation in lieu thereof; (2) failure to provide rest periods or compensation in lieu thereof; (3) failure to pay overtime wages; (4) failure to timely pay minimum wages; (5) failure to timely pay wages during employment; (6) failure to pay all wages owed and due at termination of employment; (7) failure to maintain required records; (8) failure to provide accurate itemized wage statements; (9) failure to indemnify employees for business expenses; (10) failure to provide COVID-19 supplemental sick leave;

(11) failure to pay sick wages; (12) violation of the California Unfair Competition Law; and (12) and violation of the California Private Attorneys' General Act ("PAGA").

Defendant denies any wrongdoing, and it maintains that it has complied with all laws alleged to have been violated in the Operative Complaint. Defendant notes that this Settlement was established specifically to avoid the cost of proceeding with litigation and does not constitute an admission of liability by Defendant. The Court has not ruled on the merits of Plaintiffs' claims or Defendant's defenses, however, the Court has granted preliminary approval of this Settlement.

This Settlement is a compromise reached after good faith, arm's length negotiations between Plaintiffs and Defendant (the "Parties"), through their attorneys and a mediator. Both sides agree that in light of the risks and expenses associated with continued litigation, this Settlement is fair, adequate and reasonable. Plaintiffs and Class Counsel believe this Settlement is in the best interests of the Class.

Who are the attorneys in this Lawsuit?

Class Counsel

The Wand Law Firm, P.C.

Aubry Wand
100 Oceangate, Ste. 1200
Long Beach, CA 90802
Telephone: (310) 590-4503

Blumenthal Nordrehaug Bhowmik De Blouw LLP

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

Defendant's Counsel

Sheppard Mullin Richter & Hampton LLP

Derek R. Havel
333 South Hope Street, 43rd Fl.
Los Angeles, CA 90071
Telephone: (213) 620-1780

What will I receive under the Settlement?

Subject to final Court approval, Defendant will pay \$1,100,000 (the "Gross Settlement Amount"). It is estimated that, subject to Court approval, after deducting the attorney's fees and costs, service awards to Plaintiffs, payment to the California Labor and Workforce Development Agency ("LWDA") and PAGA Members for PAGA penalties, and settlement administration costs from the Gross Settlement Amount, there will be a Net Settlement Amount of at least \$----.

From this Net Settlement Amount, Individual Settlement Payments will be paid to each Class Member who does not opt out of the Settlement Class ("Settlement Class Member"). The Net Settlement Amount shall be divided among all Settlement Class Members based on the ratio of the number of Compensable Workweeks worked by each Settlement Class Member to the total number of Workweeks worked by all Settlement Class Members, calculated based on Defendant's records.

According to Defendant's records, during the period of March 3, 2019 to August 17, 2024, you worked [redacted] Compensable Workweeks in California as a non-exempt employee, and therefore, your settlement payment as a Class Member is estimated to be \$ [redacted].

If you wish to dispute the number of Compensable Workweeks credited to you, you must submit a written dispute to the Settlement Administrator at [redacted] by mail, postmarked no later than [Response Deadline], or by e-mail to [redacted]. The dispute must: (1) contain your full name, current address, telephone number, the last four digits of your Social Security number or full employee ID number; (2) contain the case name and case number; (3) contain a clear statement explaining that you wish to dispute the number of Compensable Workweeks and the basis for your dispute; and (4) and be signed by you. You may also wish to attach documentation in support of your dispute.

Insert if applicable: According to Defendant's records, during the period of December 21, 2021 to August 17, 2024, you worked [REDACTED] Compensable PAGA Periods in California as a non-exempt employee and therefore, your PAGA payment is estimated to be \$ [REDACTED].

These payments are estimates, and your actual settlement payments may be higher or lower than estimated.

Your settlement payment as a Class Member will be allocated as follows: 75% wages and 25% penalties/interest.

Insert if applicable: Your settlement payment as a PAGA Member will be allocated as follows: 100% penalties.

None of the Parties or attorneys make any representations concerning the tax implications of this payment. Settlement Class Members may wish to consult with their own tax advisors concerning the tax consequences of the Settlement.

When and how will I receive payment?

If the Court grants final approval of the Settlement, and only after the Effective Date of the Settlement defined below, the Settlement Administrator will send you a settlement check. The settlement approval process takes time so please be patient.

Any settlement payment checks mailed to you under the Settlement shall remain negotiable for 120 days. If you do not negotiate (e.g., cash or deposit) a settlement check within this time period, you will be unable to receive those funds, but you will remain bound by the terms of the Settlement. Any funds that are not timely negotiated by Settlement Class Members will be paid to California Controller's Unclaimed Property Fund in the name of the Class Member.

How will the lawyers be paid and how will other funds under the Settlement be distributed?

Class Counsel will ask the Court to award attorneys' fees up to \$366,666.67 (1/3 of the Gross Settlement Amount) and reimbursement of reasonable litigation costs of up to \$40,000. In addition, Class Counsel will ask the Court to authorize Class Representative Service Award payments of up to \$20,000 (\$10,000 to each of the two Plaintiffs) for their efforts in representing the Class. The cost of administering the Settlement will not exceed \$14,000. A payment in the amount of \$37,500 will also be made to the LWDA for its share of PAGA penalties, while \$12,500 will be paid to PAGA Members. Any of these amounts not awarded by the Court will be included in the Net Settlement Amount and will be distributed to Settlement Class Members.

What claims are being released by the proposed Settlement?

As of the date that the Gross Settlement Amount is fully-funded by Defendant, and in exchange for the consideration provided under this Settlement, Settlement Class Members shall fully and finally release and discharge Released Parties, from any and all claims that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint, including but not limited to the failure to pay minimum wages, straight time compensation, overtime compensation, double-time compensation, and interest thereon; failure to timely pay regular and final wages; the calculation of the regular rate of pay; wages lost from time rounding and timekeeping; non-compliant (e.g., missed, short, late, and/or interrupted) meal periods and rest periods; failure to provide meal periods; failure to authorize and permit rest periods; the calculation and payment of meal period and rest period premiums; payment for all hours worked, including off-the-clock work and uncompensated work time; wage statements and paystubs, including wage statements and paystubs furnished or available in physical, electronic, or other forms; failure to pay sick pay wages; failure to properly calculate sick pay wages; failure to keep accurate records; failure to reimburse for all necessary business expenses; failure to provide suitable seating; unfair business practices; recordkeeping penalties, wage statement penalties, minimum-wage penalties, and waiting-time penalties; statutory penalties and civil penalties; interest for claims for unpaid wages; and attorneys' fees and costs; claims under the California Labor Code including sections 201, 201.3, 202, 203, 204, 210, 218,

218.5, 218.6, 221, 223, 224, 226, 226.3, 226.7, 233, 246, 246.5, 248.5, 510, 512, 558, 1174, 1182.12, 1194, 1194.2, 1194.3, 1197, 1197.1, 1198, and 2802); the Wage Orders of the California Industrial Welfare Commission; and California Business and Professions Code section 17200, et seq. (the “Released Wage and Hour Class Claims”). This release excludes the release of claims not permitted by law, including, claims for vested benefits, unemployment insurance, disability, social security, workers’ compensation, or claims based on facts occurring outside the Class Period.

In addition, PAGA Members will release any and all claims for the recovery of civil penalties under the California Private Attorneys General Act, California Labor Code § 2698, et. seq., that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and the PAGA Notice that occurred during the PAGA Period, including but not limited to claims for unpaid wages, including failure to pay minimum wages, straight time compensation, overtime compensation, double-time compensation, and interest; the calculation of the regular rate of pay; non-compliant (e.g., missed, short, late, and/or interrupted) meal periods and rest periods; failure to provide meal periods; failure to authorize and permit rest periods; the calculation and payment of meal period and rest period premiums; failure to reimburse for all necessary business expenses; payment for all hours worked, including off-the-clock work and rounded time; failure to provide suitable seating; failure to pay sick pay, including at the regular rate of pay; wage statements; failure to keep accurate records; unlawful deductions and/or withholdings from wages; failure to timely pay wages; and failure to timely pay final wages. The Released PAGA Claims include claims for violation of the Wage Orders of the California Industrial Welfare Commission and the following California Labor Code sections: 201, 201.3, 202, 203, 204, 210, 218, 218.5, 218.6, 221, 223, 224, 226, 226.3, 226.7, 233, 246, 246.5, 248.5, 510, 512, 558, 1174, 1182.12, 1194, 1194.2, 1194.3, 1197, 1197.1, 1198, 2802, 2698 et seq., and 2699 et seq.) The foregoing release shall apply to all PAGA members, regardless of whether they exclude themselves from the Released Class Claims. This release shall only apply to claims arising at any point during the PAGA Period.

Released Parties includes Defendant and its past, present and future agents, employees, servants, officers, directors, partners, trustees, representatives, shareholders, stockholders, attorneys, parents, subsidiaries, equity sponsors, related companies/corporations and/or partnerships, divisions, assigns, predecessors, successors, insurers, consultants, service providers, joint venturers, joint employers, co-employers, dual employers, alleged joint employers, alleged co-employers, alleged dual employers, affiliates, alter-egos, and affiliated organizations, and all of their respective past, present and future employees, directors, officers, agents, attorneys, stockholders, fiduciaries, parents, subsidiaries, and assigns. The Released Parties specifically include G-III Apparel Group, Ltd.

The Effective Date is the date on which the Court’s Final Approval Order and Judgment becomes final. The Court’s Final Approval Order and Judgment “becomes final” upon the latter of: (a) if there is no Objection to the Settlement, or if there is an Objection but it is withdrawn, then, the date that the Final Approval Order and Judgment is entered by the Court; (b) if there is an Objection to the Settlement that is not withdrawn, but no appeal is commenced thereafter, then, sixty-five (65) calendar days following the date that the Final Approval Order and Judgment is entered by the Court; or (c) if there is an Objection to the Settlement, that is not withdrawn, and any appeal, writ, or other appellate proceeding opposing the Settlement has been filed within sixty-five (65) calendar days following the date that the Final Approval Order and Judgment is entered by the Court, then, when any such appeal, writ, or other appellate proceeding opposing the validity of the Settlement has been resolved finally and conclusively with no right to pursue further remedies or relief.

What are my options?

You have several options under this Settlement. You may: (A) remain in the Class and receive payment under the Settlement; or (B) exclude yourself from the Settlement. If you choose option (A), you may also object to the Settlement.

OPTION A. Remain in the Class. If you remain in the Class, you will receive payment and be represented by Class Counsel. If you wish to remain in the Class and be eligible to receive a payment

under the Settlement, you do *not* need to take any action. By remaining in the Class and receiving settlement monies, you consent to the release of the Released Claims as described above.

OPTION B. If You Do Not Want To Be Bound By The Settlement. If you do not want to be part of the Settlement, you must mail a Request for Exclusion to the Settlement Administrator at [REDACTED] or e-mail a Request for Exclusion to [REDACTED]. Your Request for Exclusion must: (1) contain your full name, address, and telephone number, the last four digits of your social security number; (2), contain the case name and case number; and (3) a clear statement you are electing to be excluded from the Settlement; and (4) be signed by you. In order to be timely, your Request for Exclusion must be postmarked, or e-mailed, on or before [REDACTED]. If you do not submit a valid and timely Request for Exclusion, your Request for Exclusion will be rejected, you will be deemed a member of the Settlement Class, and you will be bound by the release of Released Claims as described above. If you submit a valid and timely Request for Exclusion, you will *not* be entitled to any payment as a Class Member from the Net Settlement Amount, but you will preserve all of the legal claims asserted in this Action against Defendant. If you are a PAGA Member, you will still receive a PAGA payment and be subject to the PAGA release outlined above.

Objecting to the Settlement: If you believe the proposed Settlement is not fair, reasonable or adequate in any way, you may object to it. To object, you can appear at the Final Approval Hearing and make an oral objection. If you wish to object in writing, you must mail to the Settlement Administrator at [REDACTED], a written statement of objection, or e-mail the written objection to [REDACTED]. The written objection must: (1) contain your full name, address, and telephone number, the last four digits of your social security number; (2), contain the case name and case number; (3) the dates of your employment with Defendant; (4) state whether you intend to appear at the final approval hearing; (5) state the basis for the Objection, including any legal briefs, papers or memoranda in support of the Objection; and (6) be signed by you. In order to be timely, the written objection must be postmarked, or e-mailed, on or before [REDACTED]. Class Counsel will provide the Court with your written objection prior to the Final Approval Hearing. You can also hire an attorney at your own expense to represent you in your objection.

You cannot object to the Settlement if you request exclusion from the Settlement.

What is the next step in the approval of the Settlement?

The Court will hold a Final Approval Hearing regarding the fairness, reasonableness and adequacy of the proposed Settlement and the plan of distribution of the payments described herein, on [REDACTED] in Department 17 of the San Bernardino County Superior Court, located at 247 West 3rd Street, San Bernardino, CA 92415. The final approval hearing may be continued without further notice to Class Members. You are not required to attend the Final Approval Hearing in order to receive payment under the Settlement.

How can I get additional information?

This Notice summarizes the Action and the basic terms of the Settlement. For more complete information, the pleadings and other records in this litigation may be examined during regular court hours at the San Bernardino County Superior Court, located at 247 West 3rd Street, San Bernardino, CA 92415. You can also visit the settlement website located at: [REDACTED] for more information, including a copy of the Settlement Agreement.

PLEASE DO NOT CALL OR WRITE THE COURT ABOUT THIS NOTICE

Exhibit 2

1 **THE WAND LAW FIRM, P.C.**

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5 Norman B. Blumenthal (State Bar #068687)
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8 Telephone: (858) 551-1223

9 *Attorneys for Plaintiffs and the Putative Class*

10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

11 **COUNTY OF SAN BERNARDINO**

12 KIRSTEN CORBETT and BRENDA
CARDENAS, individually, and on behalf of all
13 others similarly situated,

14 Plaintiffs,

15 v.

16 G-III APPAREL GROUP, LTD., an entity of
unknown form; AM RETAIL GROUP, INC., a
17 corporation; and DOES 1 through 10, inclusive,

18 Defendants.

CASE NO.: CIVSB 2305772

[Hon. Joseph T. Ortiz]

SECOND AMENDED COMPLAINT

CLASS ACTION

1. Failure to Provide Meal Periods
2. Failure to Provide Rest Breaks
3. Failure to Pay Overtime Wages
4. Failure to Pay Minimum Wages
5. Failure to Pay Timely Wages
6. Failure to Pay All Wages Due to
Discharged and Quitting Employees
7. Failure to Maintain Required Records
8. Failure to Furnish Accurate Itemized
Statements
9. Failure to Indemnify Employees for
Necessary Expenditures Incurred in
Discharge of Duties
10. Failure to Provide COVID-19
Supplemental Sick Leave
11. Failure to Pay Sick Wages
12. Unfair and Unlawful Business Practices

REPRESENTATIVE ACTION

13. Penalties Under the Private Attorneys
General Act

DEMAND FOR JURY TRIAL

1. Plaintiffs Kirsten Corbett and Brenda Cardenas (“Plaintiffs”) bring this class and representative action on behalf herself, the State of California, and all other similarly situated individuals, against Defendants G-III Apparel Group, Ltd. (“G-III”), AM Retail Group, Inc. (“AMRG”), and Does 1 through 10, inclusive (collectively, “Defendants”), in order to hold Defendants accountable for their wage theft and other violations of California wage-and-hour laws. Plaintiffs make the following allegations on information and belief, except as to allegations pertaining to Plaintiffs individually, which are based on their personal knowledge.

INTRODUCTION

2. Defendants have implemented common policies and practices that have resulted in systematic violations of California’s Labor Code and the applicable Industrial Welfare Commission (“IWC”) Wage Order(s) predicated on, *inter alia*, their failure to provide legally compliant meal periods and rest breaks and failure to provide compensation for missed and otherwise unlawful meal periods and rest breaks, unpaid regular and overtime compensation, failure to timely pay wages, failure to pay all wages owed and due to discharged or quitting non-exempt employees, failure to maintain required records, failure to provide accurate itemized wage statements, failure to reimburse for employment-related expenses, failure to provide COVID-19 supplemental sick leave, and failure to provide suitable seating.

JURISDICTION AND VENUE

3. The Superior Court of the State of California has jurisdiction in this matter because Plaintiffs are residents of the State of California and Defendants regularly conduct business in the State of California. No federal question is at issue because Plaintiffs' claims are based solely on California law.

4. Venue is proper in this judicial district and the County of San Bernardino because Plaintiff Corbett and other non-exempt employees performed work for Defendants in the County of San Bernardino, and a substantial portion of the unlawful actions and omissions, as alleged herein, occurred in the County of San Bernardino.

THE PARTIES

5. Plaintiff Corbett is a resident of the State of California and was a non-exempt

1 employee of Defendants who worked at their DKNY store at the Ontario Mills shopping center from
2 approximately October 2021 to August 2022. Plaintiff Corbett also worked Defendants' Karl
3 Lagerfeld store at the Ontario Mills shopping center at various times over the course of her
4 employment at DKNY.

5 6. Plaintiff Cardenas is a resident of the State of California and was a non-exempt
6 employee of Defendants who worked at their Karl Lagerfeld store at the Las Americas Premium
7 Outlets from approximately January to April 2022.

8 7. On information and belief, G-III is, and at all times relevant herein, has done business
9 in the State of California as a retail clothing company. It owns popular brands names including
10 Guess, DKNY, Calvin Klein, Tommy Hilfiger, Andrew Marc, Levi Strauss & Co., Dockers, Kenneth
11 Cole, Karl Lagerfeld, Wilsons Leather, and G.H. Bass & Co.

12 8. On information and belief, AMRG is, and at all times material herein, has been a
13 wholly owned subsidiary of G-III. AMRG is the entity that operates retail store locations that are
14 owned by G-III.

15 9. On information and belief, and at all times material herein, there has been common
16 ownership or financial control between Defendants. They were the alter egos, divisions, affiliates,
17 integrated enterprises, joint employers, subsidiaries, parents, principals, related entities, co-
18 conspirators, authorized agents, partners, joint venturers, and/or guarantors, actual or ostensible, of
19 each other. Each Defendant was completely dominated by his, her or its co-Defendant, and each was
20 the alter ego of the other.

21 10. Moreover, at all material times herein, there has been extensive interrelation of
22 operations, common management, centralized control of labor relations, human resources, staffing
23 issues, payroll, etc., with respect to Plaintiffs and other non-exempt employees of Defendants. For
24 example, Plaintiff Corbett applied for a position with Karl Lagerfeld, but was ultimately assigned to
25 work for DKNY, as part of the same employment application process. Plaintiff Corbett also
26 seamlessly performed work for Defendants at their DKNY and Karl Lagerfeld stores for several days
27 during her employment, during which time both stores were under the same management and
28

1 implemented the same policies and procedures.¹

2 11. In short, Defendants jointly employed or exercised control over the wages, hours, and
3 working conditions of Plaintiffs and other non-exempt employees of Defendants, and all Defendants
4 are jointly and severally liable for the wage-and-hour violations experienced by Plaintiffs and other
5 non-exempt employees of Defendants.

6 12. The true names and capacities of Does 1 through 10, inclusive, are unknown to
7 Plaintiffs at this time, and Plaintiffs therefore sue such Defendants under fictitious names. Plaintiffs
8 are informed and believe, and thereon allege, that each Defendants designated as a Doe is in some
9 manner highly responsible for the occurrences alleged herein, and that Plaintiffs and others' injuries
10 and damages, as alleged herein, were proximately caused by the conduct of such Doe Defendants.
11 Plaintiffs will seek leave of the Court to amend this Complaint to allege the true names and capacities
12 of such Doe Defendants when ascertained.

13 **CLASS ACTION ALLEGATIONS**

14 13. Pursuant to Cal. Code of Civ. P. § 382, Plaintiffs bring this action on behalf of
15 themselves and the following Class:

16 All non-exempt employees of Defendants who performed work for Defendants in California
17 during the time period of March 3, 2019 to August 17, 2024.

18 14. Hereinafter, all non-employees that are part of the Class defined in Paragraph 13
19 above are referred to as "Class members."

20 15. Excluded from the Class are the following individuals and/or entities: all individuals
21 who have previously released any legal claims alleged herein; and all individuals who make a timely
22 election to be excluded from this proceeding using the correct protocol for opting out.

23 16. Plaintiffs reserve the right to name additional Class representatives as may be
24 necessary and appropriate. Plaintiffs also reserve the right to modify or amend the definition of the
25 proposed Class and/or add subclasses before the Court determines whether certification is

26 ¹ Plaintiff Corbett also worked at Wilsons Leather prior to the statute of limitations period, and her
27 experience there was similar, as it too was and is operated under Defendants' umbrella of brand
28 names.

1 appropriate.

2 17. Plaintiffs are members of the Class.

3 18. This action is appropriately suited for a class action because:

4 A. The proposed Class is a significant number. Plaintiffs are informed and believe that
5 the proposed Class consists of at least 100 current and former non-exempt employees, rendering
6 joinder impractical.

7 B. This action involves common questions of law and fact to the proposed Class because
8 the action focuses on the Defendants' systematic course of unlawful employment policies and
9 practices, which were applied to all non-exempt employees in a uniform fashion, and in violation of
10 the California Labor Code, applicable IWC Wage Order(s), and the California Business and
11 Professions Code. Common questions of law and fact that will drive the resolution of this action
12 include but are not limited to:

- 13 1. Whether Defendants failed to provide Class members with legally compliant meal
14 periods, and whether Defendants properly paid premium pay as a result of missed
15 and non-compliant meal periods;
- 16 2. Whether Defendants failed to provide Class members with legally compliant rest
17 breaks, and whether Defendants properly paid premium pay as a result of missed
18 and non-compliant rest breaks;
- 19 3. Whether Defendants failed to pay all wages due to Class members that quit or
20 were discharged from employment;
- 21 4. Whether Defendants failed to timely pay wages to Class members;
- 22 5. Whether Defendants failed to properly calculate and pay overtime to Class
23 members
- 24 6. Whether Defendants failed to reimburse Class members for employment-related
25 expenses;
- 26 7. Whether Defendants failed to maintain required records and accurate wage
27 statements for Class members;
- 28 8. Whether Defendants failed to provide suitable seating to Class members; and

1 9. Whether Defendants engaged in unfair and/or unlawful business practices.

2 C. Plaintiffs' claims are typical of the proposed Class because the same policies and
3 practices applied to Plaintiffs and Class members.

4 D. Plaintiffs can fairly and adequately protect the interests of all members of the proposed
5 Class because it is in their best interest to prosecute the claims alleged herein to obtain full
6 compensation due to the proposed Class for all services rendered and hours worked. Plaintiffs have
7 also retained counsel that is experienced in wage-and-hour class action litigation.

8 **FIRST CAUSE OF ACTION**

9 **Failure to Provide Required Meal Periods**

10 **[Cal. Lab. Code §§ 226.7, 510, 512, 1194, 1197; IWC Wage Order No. 7-2001, § 11]**

11 ***(On Behalf of Plaintiffs and the Class against All Defendants)***

12 19. Plaintiffs incorporate herein by specific reference, as though fully set forth, the
13 allegations in paragraphs 1 through 18.

14 20. During the statute of limitations period, as part of Defendants' unlawful policies and
15 practices to minimize labor costs and maximize profits, Defendants have required, permitted or
16 otherwise suffered Plaintiffs and Class members to perform work during their meal periods, to
17 completely skip their meal periods, to take late and short meal periods, and Defendants have
18 otherwise failed to provide the required meal periods to Plaintiffs and Class members as required
19 under California Labor Code §§ 226.7, 512, and IWC Wage Order No. 7-2001, § 11.

20 21. Defendants have implemented several common policies and practices that have caused
21 Plaintiffs and Class members to systematically miss and otherwise take non-compliant meal periods.

22 22. Defendants have implemented a policy of allotting a grossly insufficient maximum
23 total staff hours per week at its stores, which causes employees like Plaintiffs to miss or otherwise
24 take non-compliant meal periods because of insufficient staff to assist customers and still perform
25 other required job duties. The number of staff hours assigned to the store was dictated by the store's
26 conversion rate—i.e., the percentage of customers that ultimately make purchases. For example, if a
27 store's conversion rate dipped below a certain percentage, regional management would cut the staff
28 hours. Defendants monitor the conversion rate in real time and pressure employees to make sales if
they are not meeting the conversion rate. In this way, Defendants tether labor costs to their bottom-

1 line profits. However, this is to the detriment of Plaintiffs and Class members, who constantly fear
2 not meeting the conversion rate.

3 23. As a direct consequence of this conversion rate policy and understaffing, Plaintiffs and
4 Class members had so much work to complete within their scheduled shifts that they are forced to
5 skip their meal periods altogether, to take them after working longer than five (5) hours, to perform
6 work during their meal periods, or return to work after taking less than a thirty (30) minute meal
7 period.

8 24. When Plaintiffs and Class members were able to take meal periods, they were
9 systematically interrupted. In particular, Defendants have required Plaintiffs and Class members to
10 carry walkie-talkies and/or cell phones on their person at all times, and consequently, their meal
11 periods were regularly interrupted and/or cut short because they would be forced to communicate on
12 these devices during meal periods.

13 25. Despite work conditions that systematically result in missed and non-compliant meal
14 periods, and in order to keep labor costs down, Defendants have implemented a policy and practice of
15 failing to pay meal period premium payments when owed and due.

16 26. In sum, Defendants have violated California Labor Code §§ 226.7, IWC Wage Order
17 No. 7-2001, § 11, and the California Unfair Competition Law, Cal. Bus. & Prof. Code § 17200, *et*
18 *seq.*, by failing to compensate Plaintiffs and Class members who were not authorized and permitted
19 to take a complete, timely, uninterrupted meal period, one additional hour of compensation at the
20 proper regular rate of pay for each workday that such a meal period was not authorized or permitted.
21 Defendants further violated California Labor Code §§ 226.7, 510, 1194, 1197, and § 11 IWC Wage
22 Order No. 7-2001, by failing to compensate Plaintiffs and Class members for all hours worked during
23 their meal periods.

24 27. As a proximate result of the foregoing violations, Plaintiffs and Class members have
25 been damaged in an amount according to proof at trial, and seek all wages earned and due, interest,
26 penalties, expenses, and costs of suit.

27 ///

28 ///

SECOND CAUSE OF ACTION
Failure to Provide Required Rest Breaks
[Cal. Lab. Code §§ 226.7, 512; IWC Wage Order No. 7-2001, § 12]
(On Behalf of Plaintiffs and the Class against All Defendants)

28. Plaintiffs incorporate herein by specific reference, as though fully set forth, the allegations in paragraphs 1 through 27.

29. During the statute of limitations period, as part of Defendants' unlawful policies and practices to minimize labor costs and maximize profits, Defendants have failed to authorize and permit Plaintiffs and Class members to take rest breaks as required under California Labor Code §§ 226.7 and 512, and IWC Wage Order No. 7-2001, § 12.

30. The same common policies and practices that deprive Plaintiffs and Class members from taking their meal periods, as alleged herein, similarly deprive them of their ability to take their rest breaks. Namely, Defendants' deficient staffing policy and unreasonable sales expectations (i.e., the conversion rate practice), forces Plaintiffs and Class members to skip their rest breaks otherwise take non-compliant rest breaks. And when Plaintiffs and Class members were able to take rest breaks, they were interrupted by virtue of the fact that they were required to carry mobile communication devices on their person at all times. Additionally, Defendants fail to adequately inform Class members of their rights to take rest breaks, by among other methods, failing to provide proper training and failing to implement adequate schedules regarding rest breaks.

31. Defendants further violated California Labor Code § 226.7, IWC Wage Order No. 7-2001, § 12, and the California Unfair Competition Law, Cal. Bus. & Prof. Code § 17200, *et. seq.*, by failing to pay Plaintiffs and Class members who were not provided with a rest break one additional hour of compensation at the proper regular rate of pay for each workday that a rest break was not provided.

32. As a proximate result of the foregoing violations, Plaintiffs and Class members have been damaged in an amount according to proof at trial, and seek all wages earned and due, interest, penalties, expenses, and costs of suit.

///

///

33. Plaintiffs incorporate herein by specific reference, as though fully set forth, the allegations in paragraphs 1 through 32.

34. Pursuant to California Labor Code §§ 510, 1194, and IWC Wage Order No. 7-2001, § 3, Defendants are required to compensate Plaintiffs and Class members for all overtime, which is calculated at one and one-half (1 ½) times the regular rate of pay for all hours worked in excess of eight (8) hours per day and/or forty (40) hours per week, and for the first eight (8) hours on the seventh consecutive workday, with double time for all hours worked in excess of twelve (12) hours in any workday and for all hours worked in excess of eight (8) hours on the seventh consecutive day of work in any workweek.

35. During the statute of limitations period, Defendants failed to compensate Plaintiffs and Class members for all overtime hours worked as required under the foregoing provisions of the California Labor Code and IWC Wage Order No. 7-2001, § 3 by, among other methods, requiring, permitting or suffering Plaintiffs and Class members to work off-the-clock, including *inter alia*, during meal periods and rest breaks and mandatory attendance meetings, but not compensating them for this time, inaccurately recording time in which Plaintiffs and Class members worked, and other methods to be discovered. Defendants also failed to properly calculate Plaintiffs' and Class members' regular rates of pay for the purposes of determining their overtime rates by, *inter alia*, failing to include the value of meal period and rest break premium payments owed and due, and other forms of remuneration required to be included in the calculation of the regular rate, thereby failing to properly pay employees one and one-half times their regular rates at which they were employed for hours worked over forty in a week and/or over 8 hours per day.

36. Defendants' conduct described herein violates California Labor Code §§ 510, 1194, 1198 and IWC Wage Order No. 1-2001, § 3. Therefore, pursuant to California Labor Code §§ 200, 203, 226, 558, 1194, 1197.1, Plaintiffs and Class members are entitled to recover the unpaid balance of wages owed to them by Defendants, plus interest, penalties, attorneys' fees, expenses, and costs of

1 suit.

2 **FOURTH CAUSE OF ACTION**
3 **Failure to Pay Minimum Wages**
4 **[Cal. Lab. Code §§ 1194, 1197; IWC Wage Order No. 7-2001, § 4]**
5 ***(On Behalf of Plaintiffs and the Class against All Defendants)***

6 37. Plaintiffs incorporate herein by specific reference, as though fully set forth, the
7 allegations in paragraphs 1 through 36.

8 38. Pursuant to California Labor Code §§ 1194, 1197, and § 4 of the applicable IWC
9 Wage Order, payment to an employee of less than the applicable minimum wage for all hours worked
10 in a payroll period is unlawful.

11 39. During the statute of limitations period, Defendants paid Plaintiffs and Class members
12 at or slightly above minimum wage. This practice, in conjunction the fact that Defendants required
13 Plaintiffs and Class members to work off-the-clock, including *inter alia*, during meal and rest
14 periods, but did not compensate them for this time, inaccurately recorded the time in which Plaintiffs
15 and Class members worked, and other methods to be discovered, resulted in the systematic
16 underpayment of minimum wages.

17 40. Defendants' conduct described herein violates Cal. Lab. Code §§ 1194, 1197, and § 4
18 of the applicable IWC Wage Order. As a proximate result of the foregoing violations, Plaintiffs and
19 Class members have been damaged in an amount according to proof at trial. Therefore, pursuant to
20 Cal. Lab. Code §§ 200, 203, 226, 558, 1194, 1197.1, and any other applicable law, Plaintiffs and
21 Class members are entitled to recover the unpaid balance of wages owed to them by Defendants, plus
22 interest, penalties, attorneys' fees, expenses, and costs of suit.

23 **FIFTH CAUSE OF ACTION**
24 **Failure to Pay Timely Wages**
25 **[Cal. Lab. Code §§ 204, 210]**
26 ***(On Behalf of Plaintiffs and the Class against All Defendants)***

27 41. Plaintiffs incorporate herein by specific reference, as though fully set forth, the
28 allegations in paragraphs 1 through 40.

42. California Labor Code § 204 provides that all wages earned by any person in any
employment between the 1st and 15th days, inclusive, of any calendar month, other than those wages

1 due upon termination of an employee, are due and payable between the 16th and 26th day of the
2 month during which the labor was performed. California Labor Code § 204 further provides that all
3 wages earned by any person in any employment between the 16th and the last day, inclusive, of any
4 calendar month, other than those wages due upon termination of an employee, are due and payable
5 between the 1st and the 10th day of the following month. California Labor Code § 204 further
6 provides that all wages eared for labor in excess of the normal work period shall be paid no later than
7 the payday for the next regular payroll period.

8 43. During the statute of limitations period, Defendants, among other things, failed to pay
9 Plaintiffs and Class members all wages earned and due to them, including but not limited to, meal
10 and rest break premiums, overtime and minimum wages, and payment for work performed off-the-
11 clock, within any time period permissible under California Labor Code § 204.

12 44. As a proximate result of Defendants' unlawful actions and omissions, Plaintiffs and
13 Class members are entitled to all available statutory penalties, including but not limited to, civil
14 penalties pursuant to California Labor Code §§ 200, 210, 558, 1194, 1197.1, 2699(a), and other
15 applicable provisions under the California Labor Code and applicable IWC Wage Order, and an
16 award of costs, expenses, and reasonable attorneys' fees.

17 **SIXTH CAUSE OF ACTION**
18 **Failure to Pay All Wages Due to Discharged and Quitting Employees**
19 **[Cal. Lab. Code §§ 201-203]**
(On Behalf of Plaintiffs and the Class against All Defendants)

20 45. Plaintiffs incorporate herein by specific reference, as though fully set forth, the
21 allegations in paragraphs 1 through 44.

22 46. Pursuant to California Labor Code §§ 201, 202 and 203, Defendants are required to
23 pay all earned and unpaid wages to an employee who is discharged. California Labor Code § 201
24 mandates that if an employer discharges an employee, the employee's wages accrued and unpaid at
25 the time of discharge are due and payable immediately.

26 47. Furthermore, pursuant to California Labor Code § 202, Defendants are required to pay
27 all accrued wages due to an employee no later than 72 hours after the employee quits his or her
28 employment, unless the employee provided 72 hours previous notice of his or her intention to quit, in

1 which case the employee is entitled to his or wages at the time of quitting.

2 48. California Labor Code § 203 provides that if an employer willfully fails to pay, in
3 accordance with California Labor Code §§ 201 and 202, any wages of an employee who is
4 discharged or who quits, the employer is liable for waiting time penalties in the form of continued
5 compensation to the employee at the same rate for up to 30 workdays.

6 49. During the statute of limitations period, Defendants have willfully failed to pay
7 accrued wages and other compensation to Plaintiffs and Class members in accordance with California
8 Labor Code §§ 201 and 202. Because Defendants have failed and continue to fail to properly
9 compensate Plaintiffs and Class members for all hours worked when due, overtime wages, and
10 compensation for non-compliant meal periods and rest breaks, Defendants have also willfully failed
11 and continue to fail to pay accrued wages and other compensation to Plaintiffs and Class members in
12 accordance with California Labor Code §§ 201 and 202.

13 50. As a result, Plaintiffs and Class members are entitled to all available statutory
14 penalties, including the waiting time penalties provided in California Labor Code § 203, together
15 with interest thereon, as well as all other available remedies.

16 **SEVENTH CAUSE OF ACTION**
17 **Failure to Maintain Required Records**
18 **[Cal. Lab. Code §§ 226, 1174; IWC Wage Order No. 7-2001, § 7]**
(On Behalf of Plaintiffs and the Class against All Defendants)

19 51. Plaintiffs incorporate herein by specific reference, as though fully set forth, the
20 allegations in paragraphs 1 through 50.

21 52. During the statute of limitations period, as part of Defendants' unlawful payroll
22 policies and practices to deprive Plaintiffs and Class members of all wages earned and due,
23 Defendants knowingly and intentionally failed to maintain records as required under California Labor
24 Code §§ 226(a) and 1174(d) and IWC Wage Order No. 7-2001, § 7, including but not limited to, the
25 following records: total daily hours worked by each employee; applicable rates of pay; all deductions;
26 meal periods; time records showing when each employee begins and ends each work period; and
27 accurate itemized statements. Defendants have also failed to properly inform Plaintiffs and Class
28 members of how many COVID-19 Supplemental Paid Sick leave hours remain available on their

1 wage statements or in a separate writing. Moreover, Defendants do not provide non-exempt
2 employees with proper meal periods and rest breaks, but omit from the wage statements such
3 compensation and/or remuneration owed and due. Additionally, Defendants require non-exempt
4 employees to work off-the-clock but fail to record this time or compensate them for this time, which
5 invariably results in inaccurate time and payroll records.

6 53. As a proximate result of Defendants' unlawful actions and omissions, Plaintiffs and
7 Class members have been damaged in an amount according to proof at trial, and are entitled to all
8 wages earned and due, plus interest thereon. Additionally, Plaintiffs and Class members are entitled
9 to all available penalties, including but not limited to, penalties pursuant to California Labor Code §§
10 226(e), 226.3, and 1174.5, and an award of costs, expenses, and reasonable attorneys' fees, including
11 but not limited to those provided in California Labor Code § 226(e), as well as all other available
12 remedies.

13 **EIGHTH CAUSE OF ACTION**
14 **Failure to Furnish Accurate Itemized Wage Statements**
15 **[Cal. Lab. Code §§ 226; IWC Wage Order No. 7-2001, § 7]**
(On Behalf of Plaintiffs and the Class against All Defendants)

16 54. Plaintiffs incorporate herein by specific reference, as though fully set forth, the
17 allegations in paragraphs 1 through 53.

18 55. During the statute of limitations period, Defendants have routinely failed to provide
19 Plaintiffs and Class members with timely and accurate itemized wage statements. Defendants' pay
20 stubs violate California Labor Code § 226 in that Defendants have not provided Plaintiffs and Class
21 members with proper meal periods and rest breaks but failed to include in their wage statements one
22 (1) additional hour of compensation at their regular rates of pay for each missed or non-compliant
23 meal or rest period. *See Naranjo v. Spectrum Sec. Servs., Inc.* (2022) 13 Cal.5th 93, 972 ("failure to
24 report premium pay for missed breaks can support monetary liability under section 226 for failure to
25 supply an accurate itemized statement reflecting an employee's gross wages earned, net wages
26 earned, and credited hours worked."). In addition, Defendants do not properly pay Plaintiffs and
27 Class members proper overtime wages owed and due to them, resulting in accurate wage statements.
28 Further, Defendants have failed to accurately list and itemize COVID-19 supplemental paid sick

1 leave on the wage statements for Plaintiffs and Class members and have also failed to correctly pay
2 them supplemental sick leave at their regular rates of pay. Defendants also suffer and permit
3 Plaintiffs and Class members to work off-the-clock without compensation, yet such hours worked
4 and compensation and/or remuneration is not listed on the wage statements.

5 56. As a proximate result of Defendants' unlawful actions and omissions, Plaintiffs and
6 Class members have been damaged in an amount according to proof at trial, and seek all wages
7 earned and due, plus interest thereon. Additionally, Plaintiffs and Class members are entitled to all
8 available penalties, including but not limited to penalties pursuant to California Labor Code §§
9 226(e), 226.3, and 1174.5, and an award of costs, expenses, and reasonable attorneys' fees, including
10 but not limited to those provided in California Labor Code § 226(e), as well as any other available
11 remedies.

12 **NINTH CAUSE OF ACTION**
13 **Failure to Indemnify Employees for Necessary Expenditures Incurred in Discharge of Duties**
14 **[Cal. Lab. Code § 2802]**
(On Behalf of Plaintiffs and the Class against All Defendants)

15 57. Plaintiffs incorporate herein by specific reference, as though fully set forth, the
16 allegations in paragraphs 1 through 56.

17 58. California Labor Code § 2802(a) requires an employer to indemnify an employee for
18 all necessary expenditures or losses incurred by the employee in direct consequence of the discharge
19 of her his or her duties, or of his or her obedience to the directions of the employer.

20 59. During the statute of limitations period, Defendants have required Plaintiffs and Class
21 members to use their own personal devices, including cellular phones, to perform work-related
22 duties. For example, Plaintiffs and Class members used their personal cellular phones for work
23 matters such as scheduling. They would also use their phones to text clients in order to generate
24 business and use WhatsApp on their phones to book clients, communicate markdowns and prices,
25 and otherwise conduct business such as "virtual streamers" (i.e., live video feeds from the store that
26 were designed to generate real-time sales). In addition, Plaintiffs and Class members were required to
27 make drop-offs (i.e., deposit cash at the bank), which required them to drive off-site in their personal
28 vehicles. Defendants did not reimburse Plaintiffs and Class members for this gas/mileage or cellular

1 phone usage.

2 60. As a proximate result of Defendants' unlawful actions and omissions, Plaintiffs and
3 Class members have been damaged in an amount according to proof at trial, and seek reimbursement
4 of all necessary expenditures, plus interest thereon pursuant to California Labor Code § 2802(b).
5 Additionally, Plaintiffs and Class members are entitled to all available statutory penalties and an
6 award of costs, expenses, and reasonable attorneys' fees, including those provided in California
7 Labor Code § 2802(c), as well as all other available remedies.

8 **TENTH CAUSE OF ACTION**

9 **Failure to Provide COVID-19 Supplemental Sick Leave**
10 **[Cal. Lab. Code § 248.1(b)(3)(A); Cal. Lab. Code § 248.2]**
(On Behalf of Plaintiffs and the Class against All Defendants)

11 61. Plaintiffs incorporate herein by specific reference, as though fully set forth, the
12 allegations in paragraphs 1 through 60.

13 62. During the statute of limitations periods, Defendants have failed to provide
14 supplemental COVID-19 sick leave. As of March 29, 2021, Defendants employed 26 or more non-
15 exempt employees. As such, Defendants were required to provide 80 hours of COVID-19
16 supplemental paid sick leave, and compensate Plaintiffs and Class members at their regular rates of
17 pay for supplemental sick leave—i.e., the highest regular rate of pay, taking into consideration non-
18 discretionary bonuses, etc. *See* Cal. Lab. Code § 248.1(b)(3)(A). Defendants were obligated to
19 provide COVID-19 supplemental sick leave in addition to regular sick leave. *See* Cal. Lab. Code §
20 248.1(b)(2)(D). Further, Defendants are prohibited from requiring Class members to use any other
21 paid or unpaid leave, paid time off, or vacation time provided by the hiring entity to the covered
22 worker before the covered worker uses COVID-19 supplemental paid sick leave or in lieu of COVID-
23 19 supplemental paid sick leave. *See* Cal. Lab. Code § 248.1(b)(4). Defendants have failed to comply
24 with the foregoing sections of the COVID-19 supplemental paid sick leave laws.

25 **ELEVENTH CAUSE OF ACTION**

26 **Failure to Pay Sick Pay Wages**
27 **[Cal. Lab. Code §§ 201-204, 210, 233, 246]**
(On Behalf of Plaintiffs and the Class against All Defendants)

28 63. Plaintiffs incorporate herein by specific reference, as though fully set forth, the

1 allegations in paragraphs 1 through 62.

2 64. Cal Lab. Code § 233 provides that an employer must permit an employee to use
3 accrued sick leave in accordance with Cal Lab. Code § 246.5 at the employee's then current rate of
4 entitlement. Cal Lab. Code § 246 provides that an employee is entitled to sick pay wages for use of
5 accrued sick leave pursuant to Cal Lab. Code § 246.5. Specifically, once accrued sick leave is used
6 as paid sick time, an employee has a vested right to sick pay wages, which an employer must
7 calculate and compensate based on one of two calculations: (i) "Paid sick time for nonexempt
8 employees shall be calculated in the same manner as the regular rate of pay for the workweek in
9 which the employee uses paid sick time, whether or not the employee actually works overtime in that
10 workweek," or (ii) "Paid sick time for nonexempt employees shall be calculated by dividing the
11 employee's total wages, not including overtime premium pay, by the employee's total hours worked
12 in the full pay periods of the prior 90 days of employment." Under Cal Lab. Code §§ 218 and 233,
13 employees may sue to recover underpaid sick pay wages as damages.

14 65. As a matter of policy and practice, Defendants pay sick pay wages to Plaintiffs and
15 Class members at the incorrect rate of pay. Plaintiffs and Class members regularly use accrued sick
16 leave in the workweeks in which they also earn non-hourly remuneration. As a matter of policy and
17 practice, Defendants pay sick pay wages to Plaintiffs and (Class members at the base hourly pay, as
18 opposed to the regular rate of pay, which would consider all non-hourly remuneration in addition to
19 base hourly wages, or the rate resulting from dividing the employee's total wages, not including
20 overtime premium pay, by the employee's total hours worked in the full pay periods of the prior 90
21 days of employment. As a result, Defendants underpaid sick pay wages to Plaintiffs and Class
22 members.

23 66. Cal. Lab. Code § 204 provides that wages generally are due and payable twice during
24 each calendar month and are to be paid no later than the payday for the next regular payroll period.
25 Consistent with Cal. Lab. Code § 204, Cal. Lab. Code § 246 specifically requires that, upon use of
26 accrued sick leave, vested sick pay wages are due and to be paid no later than the payday for the next
27 regular payroll period after accrued sick leave is used as paid sick time. Similarly, Cal. Lab. Code
28 § 201 provides that if an employer discharges an employee, wages earned and unpaid at the time of

1 discharge are due and payable immediately. Cal. Lab. Code § 202 provides that an employee is
2 entitled to receive all unpaid wages no later than 72 hours after an employee quits his or her
3 employment, unless the employee has given 72-hour notice of his or her intention to quit, in which
4 case the employee is entitled to his or her wages at the time of quitting. The Labor Code penalizes
5 untimely payments. For example, Cal. Lab. Code § 203 provides that if an employer willfully fails to
6 pay wages owed in accordance with Cal. Lab. Code §§ 201-202, then the wages of the employee
7 shall continue as a penalty from the due date, and at the same rate until paid, but the wages shall not
8 continue for more than thirty (30) days. Likewise, Cal. Lab. Code § 210 provides penalties for
9 violations of Cal. Lab. Code § 204 and untimely payments during employment. Under Cal. Lab.
10 Code §§ 203, 210 and 218, employees may sue to recover applicable penalties.

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

22 68. Such a pattern, practice, and uniform administration of corporate policy is unlawful
23 and entitles Plaintiffs and Class members to underpaid sick pay wages, including interest thereon,
24 applicable penalties, attorney's fees, and costs of suit.

25 **TWELFTH CAUSE OF ACTION**
26 **Unfair and Unlawful Business Practices**
27 **[Cal. Bus. & Prof. Code § 17200, *et. seq.*]**
(On Behalf of Plaintiffs and the Class against All Defendants)

28 69. Plaintiffs incorporate herein by specific reference, as though fully set forth, the

1 allegations in paragraphs 1 through 68.

2 70. Each and every one of Defendants' acts and omissions in violation of the California
3 Labor Code and/or the applicable IWC Wage Order as alleged herein, including but not limited to,
4 Defendants' failure to provide required meal periods and rest breaks, failure to pay all wages due to
5 discharged or quitting employees or to pay timely wages, failure to furnish accurate itemized wage
6 statements or to maintain required records, failure to pay proper overtime wages, and failure
7 indemnify Plaintiffs and Class members for necessary expenditures and/or losses incurred in
8 discharging their duties, constitute an unfair and unlawful business practice under California Business
9 and Professions Code § 17200, *et seq.*

10 71. Defendants' violations of California wage and hour laws constitute a business practice
11 because the foregoing acts and omissions were done repeatedly over a significant period of time, and
12 in a systematic manner, to the detriment of Plaintiffs and Class members.

13 72. Defendants have avoided payment of wages, the provision of meal periods and rest
14 breaks, and other benefits as required by the California Labor Code, the California Code of
15 Regulations, and the applicable IWC Wage Order. Further, Defendants have failed to record, report,
16 and pay the correct sums of assessment to the state authorities under the California Labor Code and
17 other applicable regulations.

18 73. As a result of these unfair and unlawful business practices, Defendants have reaped
19 unfair and illegal profits during the statute of limitations period at the expense of Plaintiffs and Class
20 members, and members of the public. Defendants should be made to disgorge their ill-gotten gains
21 and to restore them to Plaintiffs and Class members, in an amount according to proof at the time of
22 trial.

23 **THIRTEENTH CAUSE OF ACTION**
24 **Representative Action for Civil Penalties**
25 **[Cal. Lab. Code §§ 2698- 2699.5]**

26 ***(On Behalf of Plaintiffs and State of California against All Defendants)***

27 74. Plaintiffs incorporate herein by specific reference as though fully set forth the
28 allegations in paragraphs 1 through 73, with exception of the allegations in Paragraphs 13 through 18.

75. Plaintiffs were non-exempt employees of Defendants in the State of California during

1 the time period beginning one year and 65 days prior to the filing of this Complaint to the present.
2 Plaintiffs also personally experienced violations of the California Labor Code during their
3 employment with Defendants, as alleged herein. Thus, Plaintiffs are “aggrieved employees.”

4 76. On December 13, 2022, Plaintiff Corbett gave written notice by certified mail,
5 pursuant to California Labor Code § 2699.3, to the California Labor and Workforce Development
6 Agency (“LWDA”) and Defendants, of the specific provisions of the California Labor Code and
7 applicable IWC Wage Orders alleged to have been violated, including the facts and theories to
8 support the alleged violations. On December 19, 2022, Plaintiff Corbett gave supplemental notice to
9 the LWDA and Defendants with respect to her allegations that Defendants have failed to provide
10 suitable seating to her and other aggrieved employees.

11 77. On March 22, 2023, Plaintiff Cardenas gave written notice by certified mail, pursuant
12 to California Labor Code § 2699.3, to the LWDA and Defendant AM Retail Group, Inc., of the
13 specific provisions of the California Labor Code and applicable IWC Wage Orders alleged to have
14 been violated, including the facts and theories to support the alleged violations.

15 78. Within sixty-five (65) calendar days of the postmark date of Plaintiffs’ notice letters,
16 the LWDA did not provide notice to Plaintiffs that it intends to investigate the alleged violations. Nor
17 did Defendants respond to any of the allegations contained in Plaintiffs’ notice letters. Therefore,
18 Plaintiffs have complied with all requirements set forth in California Labor Code § 2699.3 to
19 commence a representative action under the California Private Attorneys General Act of 2004
20 (“PAGA”), Cal. Lab. Code § 2698-2699.5.

21 79. In addition to the foregoing alleged violations of the California Labor Code and
22 applicable IWC Wage Orders, Defendants have violated at least one other section of the California
23 Labor Code that gives rise to liability under the PAGA.

24 80. Specifically, Defendants have violated IWC Wage Order No. 7-2001, § 14, which
25 provides:

26 (A) All working employees shall be provided with suitable seats when the nature of
27 the work reasonably permits the use of seats.

28 (B) When employees are not engaged in the active duties of their employment and the

1 nature of the work requires standing, an adequate number of suitable seats shall be
2 placed in reasonable proximity to the work area and employees shall be permitted to
use such seats when it does not interfere with the performance of their duties.

3 81. Defendants have failed to provide suitable seating as required under the foregoing
4 section of the IWC Wage Order by not providing any seats or stools at the brick-and-mortar stores
5 where Plaintiffs and other aggrieved employees worked. The nature of the work reasonably permits
6 the use of seats when sales associates and other employees assist customers while processing sales
7 transactions (i.e., using the cash register), and during down-time when customer assistance is not
8 required. To the extent the use of seats could interfere with their work duties, at all times herein, it is
9 and has been reasonable for Defendants to place seats in reasonable proximity to the cash registers
10 used by Plaintiffs and other aggrieved employees when doing so would not interfere with their job
11 duties, but Defendants have failed to do so.

12 82. Pursuant to California Labor Code § 2699, Plaintiffs seeks to recover civil penalties
13 under the PAGA for Defendants' violations of the provisions of the California Labor Code and IWC
14 Wage Order alleged herein.

15 83. All civil penalties sought and recovered under this action will be allocated as follows:
16 seventy-five (75) percent to the State of California and twenty-five (25) percent to Plaintiffs and
17 aggrieved employees.

18 84. Plaintiffs additionally seek reasonable attorneys' fees and costs pursuant to California
19 Labor Code § 2699(g)(1).

20 **PRAYER FOR RELIEF**

21 **WHEREFORE**, Plaintiffs, individually and on behalf of all other persons similarly situated,
22 respectfully pray for relief against Defendants and Does 1 through 10, inclusive, and each of them, as
23 follows:

- 24 1. For compensatory damages in an amount to be ascertained at trial;
- 25 2. For restitution of all monies due to Plaintiffs and Class members, as well as disgorged
26 profits from the unfair and unlawful business practices of Defendants;
- 27
- 28

3. For meal and rest break compensation pursuant to Cal. Lab. Code § 226.7 and IWC Wage Order No. 7-2001;

4. For waiting time penalties pursuant to Cal. Lab. Code § 203;

5. For statutory and civil penalties according to proof;

6. For interest on the unpaid wages at 10 percent per annum pursuant to Cal. Lab. Code §§ 218.6, 2802, California Civil Code §§ 3287, 3288, and/or any other applicable provision providing for pre-judgment interest;

7. For reasonable attorneys' fees and costs pursuant to Cal. Lab. Code §§ 218.5, 226, 2802, and 2699(g)(1), Cal. Code Civ. P. § 1021.5, and/or any other applicable provisions providing for attorneys' fees and costs;

8. For declaratory relief;

9. For an order certifying the First through Tenth Causes of Action as a class action;

10. For an order appointing Plaintiffs as Class representatives and Plaintiffs' counsel as Class counsel; and

11. For such further relief that the Court may deem just and proper.

DEMAND FOR JURY TRIAL

Plaintiffs, on behalf of themselves and all others similarly situated, hereby demand a jury trial with respect to all issues triable of right by jury.

DATED: September ---, 2024

THE WAND LAW FIRM, P.C.

By: _____

Aubry Wand

**BLUMENTHAL NORDREHAUG BHOWMIK DE
BLOUW LLP**

Norman B. Blumenthal
Kyle R. Nordrehaug
Aparajit Bhowmik
Nicholas J. De Blouw

Attorneys for Plaintiffs and the Putative Class

Exhibit 3

THE WAND LAW FIRM, P.C.

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Attorneys for Plaintiffs and the Putative Class

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN BERNARDINO**

KIRSTEN CORBETT and BRENDA
CARDENAS, individually, and on behalf of all
others similarly situated,

Plaintiffs,

v.

G-III APPAREL GROUP, LTD., an entity of
unknown form; AM RETAIL GROUP, INC., a
corporation; and DOES 1 through 10, inclusive,

Defendants.

Case No.: CIVSB2305772

[Hon. Joseph T. Ortiz]

**[PROPOSED] PRELIMINARY APPROVAL
ORDER**

Action Filed: February 24, 2023

Trial Date: None Set

1
2 **[PROPOSED] PRELIMINARY APPROVAL ORDER**

3 The Court now has before it Plaintiffs Kirsten Corbett and Brenda Cardenas' ("Plaintiffs")
4 unopposed Motion for Preliminary Approval of Class Action Settlement ("Motion"). After reviewing the
5 Motion, the Class Action Settlement Agreement and Release ("Settlement Agreement")¹ and exhibits
6 attached thereto, and good cause appearing therefore, the Court hereby finds and orders as follows:

7 1. The Court finds on a preliminary basis that the settlement memorialized in the Settlement
8 Agreement appears to be fair and adequate, and falls within the range of reasonableness, and therefore
9 meets the requirement for preliminary approval.

10 2. The Court conditionally certifies for settlement purposes the following Class:

11 All non-exempt employees who worked for Defendant in California during the Class Period.

12 The Class Period is March 3, 2019 to August 17, 2024.

13 3. The Court finds, for settlement purposes only, that the Class meets the requirements for
14 certification under California Code of Civil Procedure § 382 in that: (a) the Class is so numerous that
15 joinder is impractical; (b) there are questions of law and fact that are common, or of general interest, to
16 the Class, which predominate over any individual issues; (c) Plaintiffs' claims are typical of the claims of
17 the Class; (d) Plaintiffs and their counsel will fairly and adequately protect the interests of the Class; and
18 (e) a class action is superior to other available methods for the fair and efficient adjudication of the
19 controversy.

20 4. The Court appoints, for settlement purposes, Plaintiffs as Representatives for the Class.

21 5. The Court appoints, for settlement purposes, the Wand Law Firm, P.C., and Blumenthal
22 Nordrehaug Bhowmik De Blouw LLP, as Counsel for the Class.

23 6. The Court appoints Simpluris as the Settlement Administrator.

24 7. The Parties are ordered to carry out the Settlement according to the following
25 implementation schedule:

26
27
28 ¹ All capitalized terms have the same meaning as defined in the Settlement Agreement unless otherwise indicated.

Event	Date
Last day for Defendant to provide the Settlement Administrator with the Class Information	
Last day for Settlement Administrator to mail Class Notice	
Last day for Class Members to submit a dispute re. Workweeks, Request for Exclusion, or written Objection	
Last Day for Plaintiffs to file Motion for Final Approval and Motion for Attorneys' Fees and Costs and Class Representative Service Awards	
Final Approval Hearing	_____ at _____ a.m. / p.m.

8. The Court approves the form and content of the Class Notice and PAGA Notice (attached as Exhibit 1 to the Settlement Agreement). The Parties and the Settlement Administrator are authorized to make non-material edits to these documents, such as inserting dates, estimated payment amounts, etc.

9. The Court finds that the method of giving notice to the Class constitutes the best means practicable of providing notice under the circumstances. The Court further finds that the Class Notice and the method of giving notice to the Class meet the requirements of California Code of Civil Procedure § 382, California Rules of Court, Rules 3.766 and 3.769, and due process under the California and United States Constitutions, and other applicable law.

10. At the Final Approval Hearing, the Court will consider, *inter alia*, whether the Settlement should be finally approved as fair, reasonable and adequate, whether a final judgment should be entered in favor of Plaintiffs, and whether the payments provided for under the Settlement, including attorneys' fees and costs and class representative service awards, should be finally approved and granted.

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1 11. Pending the Final Approval Hearing, all proceedings in this Action, other than
2 proceedings necessary to implement the Settlement and this Order, are stayed.

3 **IT IS SO ORDERED.**

4
5 DATED: _____

Honorable Joseph T. Ortiz
Judge of the Superior Court

EXHIBIT #3

Blumenthal Nordrehaug Bhowmik DeBlouw LLP

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

INVOICE

Invoice # 1
Date: 03/13/2025
Due On: 04/12/2025

Brenda Cardenas
761 Myra Avenue
Chula Vista, CA 91910

CA2901

AM Retail Group

Services

Attorney	Date	Notes	Quantity	Rate	Total
NDB	02/14/2023	Review and analyze original intake notes. Legal research regarding related litigation in state and federal court. Research Defendant's business operations in CA. Conference with Plaintiff to discuss wrongful termination claims.	3.60	\$850.00	\$3,060.00
NDB	02/15/2023	Review documents and emails from Plaintiff regarding DFEH and discrimination claims. Legal research regarding recent Court opinions and settlements. Research backpay and emotional distress damages. Review and analyze Plaintiff's medical records.	3.90	\$850.00	\$3,315.00
NDB	02/16/2023	Review entire employment file for legal claims. Analyze Defendant's wage and hour policy documents. Review all pay stubs for 226(a) and overtime claims. Legal research regarding the same. Call with Plaintiff to obtain background facts for complaint.	4.50	\$850.00	\$3,825.00
NDB	02/17/2023	Review facts and law. Draft complaint. Analyze claims.	4.50	\$850.00	\$3,825.00
NDB	02/19/2023	Draft complaint. Review and revise DFEH discrimination claims. Send to Plaintiff for approval to file. Conference with Plaintiff to discuss complaint and revisions. Revise complaint per Plaintiff's instructions.	4.40	\$850.00	\$3,740.00

NDB	02/26/2023	Review document file and complaint. Draft internal case notes memo detailing facts and violations.	2.10	\$850.00	\$1,785.00
RE	03/20/2023	Review case notes/damage analysis	0.50	\$475.00	\$237.50
RE	03/20/2023	Review & analyze employment file documents	2.50	\$475.00	\$1,187.50
RE	03/22/2023	Review, edit & finalize class action complaint draft	2.75	\$475.00	\$1,306.25
RE	03/22/2023	Draft summons and civil case cover sheet re class action	0.50	\$475.00	\$237.50
RE	03/22/2023	Review & finalize class action complaint package; file in SD Sup. Ct.	0.75	\$475.00	\$356.25
NDB	03/22/2023	Review PAGA claims. Legal research. Draft PAGA Notice and upload to LWDA website.	2.00	\$850.00	\$1,700.00
RE	03/23/2023	Review court-returned documents; review docket; review CMC notice; memo to firm re judicial/department assignment and status of initial case management conference re class action	0.50	\$475.00	\$237.50
ASC	03/28/2023	Add case to spreadsheets, add flow chart, unable to add to courtlinks	0.50	\$250.00	\$125.00
CL	04/21/2023	Email to A. Conrad re: additional time to respond to pleadings and electronic service.	0.30	\$495.00	\$148.50
CL	04/26/2023	Telephone call from A. Butler re: meet and confer re: pleadings and separation of wage and hour and FEHA claims.	0.40	\$495.00	\$198.00
ASC	04/26/2023	Draft POS template, add case to AJ weekly, save correspondence wOPC in the file	0.50	\$250.00	\$125.00
CL	05/10/2023	Email from A. Butler re: meet and confer re: amendment of pleadings.	0.30	\$495.00	\$148.50
RH	05/10/2023	Receipt and review of correspondence from Annalyse Butler regarding meet and confer relating to Plaintiff's Complaint.	0.20	\$475.00	\$95.00
RE	05/10/2023	Review file; prep initial docs for service of process; identify reg. agent; send out for service via knox re class action	0.75	\$475.00	\$356.25
AR	05/15/2023	Review file for status; multiple correspondence with opposing counsel regarding extension to respond.	0.50	\$475.00	\$237.50
AR	05/16/2023	Review file for claims and Client details; email and voicemail correspondence with client.	0.50	\$475.00	\$237.50
AR	05/16/2023	Teleconference with Client regarding claims; update case file.	0.60	\$475.00	\$285.00

AR	05/17/2023	Follow up correspondence with client; update file.	0.40	\$475.00	\$190.00
AR	05/17/2023	Review complaint and outline issues raised by opposing counsel; review time records and create rounding analysis; draft follow up correspondence.	2.00	\$475.00	\$950.00
ASC	05/17/2023	Summarize texts in Spanish for AGR	0.50	\$250.00	\$125.00
RE	05/18/2023	File proof of service of summons re class action; memo to firm re post service written discovery	0.50	\$475.00	\$237.50
CL	05/19/2023	Discuss with Andy claims amending pleadings and remaining claims.	0.30	\$495.00	\$148.50
AR	05/19/2023	Additional review and outline of documents for claims analysis; create exhibit book; update case notes.	1.60	\$475.00	\$760.00
AR	05/19/2023	Teleconference with CTL regarding meet and confer correspondence from opposing counsel.	0.50	\$475.00	\$237.50
AR	05/19/2023	Draft claims analysis; submit to AB; draft follow up correspondence.	0.80	\$475.00	\$380.00
ASC	05/19/2023	Bates stamp P's docs and 1198.5 docs	1.00	\$250.00	\$250.00
CL	05/22/2023	Discuss with Andy withdrawing of 2802, rounding and covid screening in preparation for revision to First Amended Complaint.	0.40	\$495.00	\$198.00
ASC	05/22/2023	Draft stip to file FAC and email to AGR for review	0.50	\$250.00	\$125.00
CL	05/23/2023	Revise Stipulation for Leave to File First Amended Complaint.	0.30	\$495.00	\$148.50
CL	05/23/2023	Revise First Amended Complaint.	0.40	\$495.00	\$198.00
AR	05/23/2023	Draft stipulation for leave to file first amended complaint; correspondence with CTL regarding the same.	1.00	\$475.00	\$475.00
AR	05/23/2023	Draft proposed first amended complaint; correspondence with CTL regarding the same.	1.20	\$475.00	\$570.00
AR	05/24/2023	Revise and finalize stipulation and amended complaint, submit to opposing counsel.	0.80	\$475.00	\$380.00
AR	05/25/2023	Receive follow up correspondence from opposing counsel; draft correspondence regarding first amended complaint.	0.50	\$475.00	\$237.50
AR	05/26/2023	Complete draft of fist amended complaint; finalize and coordinate filing and service.	0.80	\$475.00	\$380.00
ASC	05/26/2023	File FAC via one legal, serve via email, prep POS, circulate	0.50	\$250.00	\$125.00

RE	05/29/2023	Draft PAGA only representative action complaint	4.50	\$475.00	\$2,137.50
NDB	05/29/2023	Review PAGA Notice. Review and revise PAGA Only complaint. Discuss with R. Ehmann. Status update to Plaintiff.	1.90	\$850.00	\$1,615.00
RE	05/30/2023	Confer w ND re paga only complaint allegations; revise & finalize paga only complaint	0.50	\$475.00	\$237.50
RE	05/30/2023	Draft summons and civil case cover sheet re paga action	0.50	\$475.00	\$237.50
RE	05/30/2023	Review & finalize paga only complaint package; file in OC Sup. Ct.	0.75	\$475.00	\$356.25
RE	06/02/2023	Review court-returned documents re paga action; review docket; memo to firm re judicial/ department assignment and status of initial case management conference	0.50	\$475.00	\$237.50
RE	06/02/2023	Provide notice to LWDA of PAGA action filing	0.40	\$475.00	\$190.00
AR	06/05/2023	Multiple correspondence with client regarding claims; review file for status.	0.40	\$475.00	\$190.00
CL	06/12/2023	Email from A. Butler re: service of FAC and notice of acknowledgment; Discuss with Andy and Rico.	0.30	\$495.00	\$148.50
AR	06/12/2023	Multiple correspondence with opposing counsel and RE regarding service of FAC.	0.40	\$475.00	\$190.00
RE	06/13/2023	Review file; various comm. w AR re service of FAC; email to OPC re service of FAC and service of PAGA only complaint	0.60	\$475.00	\$285.00
AR	06/13/2023	Teleconference with RE regarding first amended complaint; draft follow up correspondence with opposing counsel.	0.70	\$550.00	\$385.00
AR	06/13/2023	Retrieve FAC from docket; draft updated POS.	0.50	\$550.00	\$275.00
NDB	06/15/2023	Review late payment of wage claims under Section 204 & 210. Analyze paystubs. Legal research regarding recent settlements and Court opinions for 204 claims. Conference with Plaintiff regarding status update and claims.	3.10	\$850.00	\$2,635.00
RH	07/12/2023	Commence draft of Plaintiff's first set of discovery to Defendant in Class Action, including form interrogatories, special interrogatories, and requests for admissions, and requests for production of documents, with discovery as to both class and individual claims.	3.10	\$675.00	\$2,092.50
ASC	07/12/2023	Phone call with RH re drafting discovery	0.10	\$250.00	\$25.00
RH	07/13/2023	Continue draft of Plaintiff's first set of discovery to Defendant in Class Action, including notice of	1.10	\$675.00	\$742.50

		deposition of Defendant's person most knowledgeable, Belaire-West notice, and stipulated protective order.			
RH	07/14/2023	Commence draft of Plaintiff's first set of discovery to Defendant in PAGA Action, including form interrogatories, special interrogatories, and requests for admissions, requests for production of documents, notice of deposition of Defendant's PMK, draft Belaire-West notice and stipulated protective order.	3.80	\$675.00	\$2,565.00
RH	07/14/2023	Finalization and service of Plaintiff's first set of written discovery to Defendant; circulate summary of same and update relevant case notes.	0.30	\$675.00	\$202.50
RH	07/14/2023	Review, analysis, and evaluation of documents produced by Defendant in response to LC 1198.5 request; separate, sort, and organize same into relevant categories; and update case notes re same.	1.20	\$675.00	\$810.00
RE	07/17/2023	Review file; email to OPC re service of PAGA Action via NAR	0.30	\$675.00	\$202.50
RH	07/17/2023	Receipt, review, and analysis of Defendant's Answer to Complaint, and determination as to further handling of same.	0.30	\$675.00	\$202.50
CL	07/17/2023	Receipt and review Answer to Complaint.	0.40	\$750.00	\$300.00
CL	07/17/2023	Email form A. Valenzuela re: Defendant's Answer to Complaint.	0.20	\$750.00	\$150.00
RH	07/18/2023	Receipt and review of correspondence from Robert Vogel re related Corbett case and invitation to mediation, and examination of file materials and confer with CTL to assess Mr. Vogel's claims of nonresponsiveness.	0.40	\$675.00	\$270.00
CL	07/18/2023	Email from R. Vogel re: related case Corbett Action and mediation.	0.30	\$750.00	\$225.00
CL	07/18/2023	Review and analyze related case and Discuss with AJ re: same.	0.30	\$750.00	\$225.00
CL	07/18/2023	Email from/to R. Vogel re: mediation with Todd Smith; Discuss with AJ re: same.	0.30	\$750.00	\$225.00
RE	07/24/2023	Review file for response from OPC re NAR; prep docs for service of process; identify reg. agent; send out for service via knox re paga action	0.70	\$675.00	\$472.50
RH	07/24/2023	Correspondence from client re change in employment hours and benefits.	0.10	\$675.00	\$67.50
RE	07/26/2023	File POS of summons re paga action; memo to firm re post service written discovery	0.50	\$675.00	\$337.50

RH	07/27/2023	Receipt, review, and analysis of LexisNexis case track alert re change in case status, and determination as to further handling of same.	0.10	\$675.00	\$67.50
ASC	07/28/2023	Review status of service of process, schedule draft discovery requests for attorney's review	0.20	\$250.00	\$50.00
ASC	07/31/2023	Update spreadsheets re discovery propounded (Class), calendar reminder to set up court reporter for deposition	0.20	\$250.00	\$50.00
ASC	07/31/2023	Review file and client's documents, Calendar reminders to bates stamp new docs ahead of mediation	0.20	\$250.00	\$50.00
AR	08/02/2023	Review and outline claims in advance of drafting mediation data request.	0.60	\$550.00	\$330.00
AR	08/02/2023	Review and outline documents; create exhibit book; draft mediation summary.	1.50	\$550.00	\$825.00
AR	08/02/2023	Draft mediation data request for review by AB.	1.00	\$550.00	\$550.00
AR	08/02/2023	Review docket and pleadings in related action; revise data request to include information for co-plaintiffs; finalize and submit to co-plaintiffs for review.	0.80	\$550.00	\$440.00
RH	08/03/2023	Correspondence from Robert Vogel re staying PAGA and class actions pending mediation.	0.10	\$675.00	\$67.50
AR	08/04/2023	Multiple correspondence with opposing counsel regarding status of pleadings and proposed stay.	0.40	\$550.00	\$220.00
AR	08/04/2023	Travel time to/from court; attend hearing on motion for preliminary approval; circulate follow up correspondence	1.00	\$550.00	\$550.00
ASC	08/08/2023	Review Plaintiff's documents and check if bates stamps needed for production ahead of mediation	0.20	\$250.00	\$50.00
CL	08/11/2023	Prepare for Email to E. Lietzow re damages analysis and records; Email to E. Lietzow re: conference call and damages analysis.	0.60	\$750.00	\$450.00
RH	08/12/2023	Correspondence from Adrienne Conrad re request to discuss possible settlement/mediation.	0.10	\$675.00	\$67.50
RH	08/14/2023	Receipt, review, and analysis of LexisNexis case track alert re change in case status, and determination as to further handling of same.	0.10	\$675.00	\$67.50
ASC	08/14/2023	Draft stip to stay pending mediation for PAGA and Class	1.00	\$250.00	\$250.00
CL	08/14/2023	Review and analyze Order re: Initial CMC.	0.30	\$750.00	\$225.00
CL	08/14/2023	Revise and Finalize Notice of Order re: Initial	0.30	\$750.00	\$225.00

CMC.					
CL	08/14/2023	Email from A. Conrad re: settlement discussions re: individual claims.	0.30	\$750.00	\$225.00
RH	08/14/2023	Receipt, review, and analysis of Minute Order re Case Management Conference, and determination as to further handling.	0.20	\$675.00	\$135.00
ASC	08/15/2023	Review courtlinks alert re CMC scheduled for 9/20/23, confirm date on calendar, no further action needed	0.20	\$250.00	\$50.00
RH	08/17/2023	Preparation of Plaintiff's Case Management Statement, including comprehensive review of all relevant file materials to determine overall status of case, including pleadings, docket, and correspondences; and file, serve, and circulate summary of the same.	1.00	\$675.00	\$675.00
AR	08/17/2023	Review file for status of mediation; multiple correspondence with RH regarding the same.	0.50	\$550.00	\$275.00
ASC	08/22/2023	PAGA - Review file and status of case, prepare POS, Serve minute order re initial cmc via email on OPC	0.40	\$250.00	\$100.00
RH	08/22/2023	Receipt and review of Minute Order re Case Management Conference, and determination as to further handling.	0.20	\$675.00	\$135.00
CL	08/24/2023	Prepare for telephone call with Lietzow re damages analysis; Conference call with Lietzow re damages analysis; Discuss with AJ and update case notes re findings.	1.30	\$750.00	\$975.00
ASC	08/25/2023	Class - Review status of case, confirm hearing still on calendar 9/1/23, set up remote appearance for AGR	0.50	\$250.00	\$125.00
RH	08/30/2023	Receipt, review, and analysis of LexisNexis case track alert re change in case status, and determination as to further handling of same.	0.10	\$675.00	\$67.50
RH	08/30/2023	Correspondence from Audrey Gardner re plan for Defendant's answer in light of pending mediation.	0.10	\$675.00	\$67.50
CL	08/30/2023	Email from/to A. Gardener re: responsive pleading and stipulation to stay pending mediation; Draft stipulation to stay pending mediation.	0.80	\$750.00	\$600.00
RH	08/30/2023	Correspondence from Anai Valenzuela re Defendant's Case Management Statement, and analysis of same.	0.20	\$675.00	\$135.00
CL	08/30/2023	Email to/from R. Vogel re: stipulation to stay pending mediation; Revisions to same.	0.50	\$750.00	\$375.00

AR	09/01/2023	Prepare for and attend CMC; draft and circulate summary.	1.80	\$550.00	\$990.00
ASC	09/07/2023	Review status of case, stips to stay pending mediation drafted but not filed, follow up with CTL via email	0.30	\$250.00	\$75.00
CL	09/08/2023	[PAGA] Revise and finalize Stipulation to Stay Pending Mediation; Email to R. Vogel re: revisions.	0.60	\$750.00	\$450.00
CL	09/08/2023	[Class] Draft and revise Stipulation to Stay Pending Mediation.	0.50	\$750.00	\$375.00
ASC	09/13/2023	Review courtlinks alert re Complex fee paid, no action needed	0.20	\$250.00	\$50.00
ASC	09/18/2023	PAGA - Monitor status of stip to stay, stip granted and next hearing set for 4/10/24; confirm dates on calendar	0.30	\$250.00	\$75.00
ASC	09/19/2023	Review status of case, confirm PMK depo off and no need to set up court reporter	0.20	\$250.00	\$50.00
CL	09/19/2023	Emails to/from R. Vogel re: meet and confer re: stipulation to stay pending mediation; Call from R. Vogel re: two mediations and revisions to the stipulation; Discuss with AJ re: second mediation on individual claims.	0.60	\$750.00	\$450.00
CL	09/20/2023	Email from/to A. Gardner re: case management conference continuance.	0.20	\$750.00	\$150.00
CL	09/25/2023	Email to A. Butler and A. Conrad re: meet and confer re: Stipulation to Stay Pending mediation of non-class claims; Discuss with AJ re: same.	0.40	\$750.00	\$300.00
CL	09/26/2023	Multiple emails from R. Vogel re: stipulation and mediation of individual claims.	0.30	\$750.00	\$225.00
CL	09/26/2023	Multiple email from/to A. Conrad re: individual claims and separate stay pending mediation to discuss settlement.	0.30	\$750.00	\$225.00
CL	09/26/2023	Email from A. Conrad re bifurcated mediation; Email to AJ re: same.	0.30	\$750.00	\$225.00
CL	09/27/2023	Email to A. Conrad re: meet and confer re: stipulation for 2nd mediation.	0.30	\$750.00	\$225.00
ASC	10/03/2023	Draft stip to stay pending mediation of class claims, and stip to stay pending mediation of individual claims	1.00	\$250.00	\$250.00
AR	10/13/2023	Multiple correspondence with opposing counsel regarding mediation.	0.30	\$550.00	\$165.00
CL	10/16/2023	Email from J. Gutenberg re: mediation of	0.30	\$750.00	\$225.00

individual claims with T. Smit.					
CL	10/17/2023	Email from C. Kruk re: availability for 2nd mediation with T. Smith.	0.20	\$750.00	\$150.00
ASC	10/17/2023	Review status of case, discuss with CTL, confirm Stips to stay drafted and pending review, email to CTL	0.30	\$250.00	\$75.00
CL	10/20/2023	Draft and review Stipulation to Stay Pending Mediation of Individual Claims; Email to A. Butler re: 2nd mediation and stipulation.	0.80	\$750.00	\$600.00
CL	10/20/2023	Draft and review Stipulation to Stay Pending Mediation of Class Claims; Email to R. Vogel re: mediation and stipulation.	0.70	\$750.00	\$525.00
CL	10/23/2023	Email to R. Vogel re: stipulation to stay pending mediation re class claims.	0.30	\$750.00	\$225.00
CL	10/23/2023	Email to/from A. Butler re: stipulation to stay pending mediation re individual claims.	0.40	\$750.00	\$300.00
CL	10/23/2023	Email from/to R. Vogel re: stipulation to stay pending mediation of class claims; finalize stipulation for filing.	0.40	\$750.00	\$300.00
ASC	10/24/2023	Class - Finalize stip to stay pending mediation, prepare POS, file via One Legal, serve via Email	0.50	\$250.00	\$125.00
CL	10/30/2023	Revise and finalize stipulation to stay individual claims pending mediation; Discuss with AJ re: same.	0.40	\$750.00	\$300.00
CL	10/30/2023	Email from/to A. Butler re stipulation to stay individual claims pending mediation.	0.30	\$750.00	\$225.00
ASC	10/30/2023	Finalize stip to stay individual claims pending mediation, add POS, file via One Legal, serve on OPC via email	0.50	\$250.00	\$125.00
ASC	11/06/2023	Review email exchange with OPC re 2nd mediation date set; confirm dates on calendar, schedule reminders to update docs and bates stamps for mediation brief	0.30	\$250.00	\$75.00
CL	11/09/2023	Receipt and review Notice of Rescheduled Hearing.	0.20	\$750.00	\$150.00
AR	12/12/2023	Multiple correspondence regarding mediation and document production.	0.30	\$550.00	\$165.00
AR	01/10/2024	Multiple correspondence regarding status of mediation data; review file and draft summary.	0.70	\$550.00	\$385.00
NDB	01/15/2024	Review related litigation overlap. Analyze court dockets and claims. Status update with Plaintiff regarding mediation prospects and related case.	1.20	\$850.00	\$1,020.00

AR	01/26/2024	Update flow chart for mediation; update exhibit book; draft follow up correspondence.	1.00	\$550.00	\$550.00
AR	02/08/2024	Review and update file for mediation; correspondence regarding mediation of individual claims.	0.50	\$550.00	\$275.00
SB	02/08/2024	Speak with client in advance of mediation, analyze claims, advise AJB	2.60	\$450.00	\$1,170.00
CL	02/19/2024	Email form A. Marx re: rescheduling mediation; Discuss with Chrystal re: same.	0.30	\$750.00	\$225.00
CL	02/19/2024	Email from A. Marx re: mediation rescheduling with T. Smith.	0.20	\$750.00	\$150.00
CL	02/19/2024	Email from A. Ward re: mediation rescheduling with T. Smith.	0.20	\$750.00	\$150.00
CL	02/23/2024	Email from D. MacMurray re Defendant's updated POS.	0.20	\$750.00	\$150.00
YS	02/26/2024	[PAGA] Review multiple emails from OPC re new OPC. Update POS on file with updated service list.	0.20	\$250.00	\$50.00
YS	02/26/2024	[Class] Review multiple emails from OPC re new OPC. Update POS on file with updated service list.	0.20	\$250.00	\$50.00
CL	03/14/2024	Email from A. Marx re confirmation of mediation.	0.20	\$750.00	\$150.00
CL	03/14/2024	Email from A. Wand re confirmation of mediation.	0.20	\$750.00	\$150.00
CL	03/19/2024	Email from A. Wand re: mediation data request.	0.20	\$750.00	\$150.00
AR	03/19/2024	Multiple correspondence with co-counsel regarding mediation; call with client; update file.	0.60	\$550.00	\$330.00
CL	03/20/2024	Review and analyze mediation invoice and mediation correspondence; Discuss with NBB re: same.	0.30	\$750.00	\$225.00
YS	03/20/2024	Update file with email correspondence from A. Wand re mediation brief.	0.10	\$250.00	\$25.00
AR	03/20/2024	Review docket and begin revising mediation brief; contact with client; update mediation file.	1.00	\$550.00	\$550.00
AR	03/22/2024	Multiple correspondence with client; update mediation brief and submit to co-counsel.	0.80	\$550.00	\$440.00
CL	04/01/2024	Email form A. Marx re: meet and confer re: conference call re mediation.	0.20	\$750.00	\$150.00
CL	04/01/2024	Email form A. Wand re: meet and confer re: conference call re mediation.	0.20	\$750.00	\$150.00

CL	04/03/2024	Email from A. Wand re: suitable seating claims.	0.20	\$750.00	\$150.00
ASC	04/03/2024	Review procedural history and status of the case; review court's docket and download signed order re stipulation to stay	0.80	\$450.00	\$360.00
ASC	04/03/2024	Draft CMC statement, add POS, file via One Legal, serve via email	1.10	\$450.00	\$495.00
YS	04/05/2024	Review status of case, Confirm 4/10 CMC still on calendar, circulate zoom link to appear remotely	0.30	\$250.00	\$75.00
CL	04/08/2024	Receipt and review Order continuing CMC.	0.20	\$750.00	\$150.00
CL	04/09/2024	Email from A. Wand re: production of suitable seating documents.	0.20	\$750.00	\$150.00
AR	04/09/2024	Teleconference with client regarding claims; update file.	0.60	\$550.00	\$330.00
ASC	04/10/2024	Prepare for appearance at CMC; CMC continued	0.50	\$450.00	\$225.00
CL	04/12/2024	Email from/to A. Wand re: suitable seating claim production and updated service list.	0.30	\$750.00	\$225.00
NDB	04/25/2024	Review data produced by Defendant for mediation purposes. Analyze court docket and case file. Review time punch data for meal break claims. Legal research regarding the same. Conference with Plaintiff to discuss settlement authority, mediation process, and claims. Prepare for mediation.	4.90	\$850.00	\$4,165.00
NDB	05/01/2024	Review all paystub exemplars for regular rate and wage statement claims. Call with Plaintiff to discuss pay codes on paystubs. Legal research regarding the same. Analyze Defendants wage and hour policy documents.	3.30	\$850.00	\$2,805.00
NDB	05/02/2024	Review case demographics. Legal research regarding previous settlements with similar claims and workweeks for mediation valuation. Analyze 2802 reimbursement claims - legal research.	2.90	\$850.00	\$2,465.00
NDB	05/03/2024	Review facts and law. Draft mediation brief. Discuss with co-counsel.	4.50	\$850.00	\$3,825.00
AR	05/08/2024	Update file and exhibit book for mediation.	0.80	\$550.00	\$440.00
AR	05/08/2024	Draft claims summary based on available documents; follow up correspondence with client.	1.20	\$550.00	\$660.00
AR	05/08/2024	Teleconference with client; draft summary for mediation.	0.80	\$550.00	\$440.00
YS	05/15/2024	Review Def's Notice of Association of Counsel. Update POS on file with added counsel.	0.30	\$250.00	\$75.00

ASC	05/15/2024	Review email notice re filing rejection, review court's website and discuss with Y. Silva	0.80	\$450.00	\$360.00
SB	05/15/2024	Prepare for mediation, review and analyze mediation brief, advise AJB	2.80	\$450.00	\$1,260.00
NDB	05/15/2024	Review all mediation materials including briefs and exhibits thereto. Analyze expert damage and penalty report and notes and assumptions. Discuss status and mediation brief with Plaintiff.	2.90	\$850.00	\$2,465.00
AR	05/17/2024	Multiple correspondence with client regarding mediation.	0.30	\$550.00	\$165.00
AR	05/20/2024	Review file for status of mediation; draft follow up correspondence.	0.40	\$550.00	\$220.00
KN	05/30/2024	Review Def revisions to MOU; advise AJ; analysis for approval issues	0.50	\$950.00	\$475.00
ASC	05/30/2024	Review court's website, confirm case stayed and date for Status Conference, draft Joint statement, email to Defense counsel for review, follow up with co-counsel for Defendant	1.00	\$450.00	\$450.00
ASC	05/30/2024	Review changes made by defendant, Finalize Joint statement with Defendants additions, add POS, file via one legal, serve via email	0.80	\$450.00	\$360.00
ASC	06/03/2024	Email B. Cardenas in Spanish re MOU	1.00	\$450.00	\$450.00
VR	06/04/2024	Receipt and Review of Correspondence: review correspondence re mediation and settlement; advise NDB	0.20	\$750.00	\$150.00
ASC	06/04/2024	Call B. Cardenas re signature of MOU and questions follow up, follow up via email multiple times	1.00	\$450.00	\$450.00
NDB	06/04/2024	Review mediation notes and results. Review and analyze MOU terms. Send MOU to Plaintiff for signature. Conference with Plaintiff to discuss terms and settlement amounts.	1.40	\$850.00	\$1,190.00
ASC	06/14/2024	Prepare to attend CMC	0.50	\$450.00	\$225.00
ASC	06/14/2024	Attend CMC	1.00	\$450.00	\$450.00
VR	06/19/2024	Review and Revise: review and analyze MOU; review and revise second amended complaint; review and revise settlement agreement	1.90	\$750.00	\$1,425.00
AR	06/24/2024	Multiple correspondence with ND regarding settlement communications with client.	0.30	\$550.00	\$165.00
AB	06/26/2024	Review / analyze defendant's revised agreement and attachments with revisions in redline / propose counter revisions.	2.00	\$895.00	\$1,790.00

VR	06/26/2024	Draft: draft initial disclosures; review documents; review complaint and case notes; advise GG	1.90	\$750.00	\$1,425.00
VR	06/28/2024	Review and Revise: review and revise draft MOU; correspondence with co-counsel; draft individual settlement agreement; advise KN	2.10	\$750.00	\$1,575.00
VR	07/01/2024	Review and Analyze: review and analyze individual settlement agreement; review correspondence between the parties	1.10	\$750.00	\$825.00
VR	07/08/2024	Review and Analyze: review correspondence from Def's counsel; review correspondence between the parties; review individual settlement agreement and MOU	0.70	\$750.00	\$525.00
VR	07/11/2024	Receipt and Review of Correspondence: review correspondence between parties; review status of settlement agreement; review JPA; correspondence to co-counsel	0.30	\$750.00	\$225.00
CL	07/15/2024	Email from A. Wand re: revisions to settlement agreement and pleadings.	0.20	\$750.00	\$150.00
CL	07/15/2024	Email from D. Harvel re: individual settlement agreements.	0.30	\$750.00	\$225.00
VR	07/19/2024	Review and Revise: review and revise longform individual settlement agreement; advise KN	1.20	\$750.00	\$900.00
VR	08/01/2024	Draft: draft joint status conference statement; review mediation brief and MOU; review status of longform agreement; review correspondence between parties; correspondence to Def	2.10	\$750.00	\$1,575.00
VR	08/02/2024	Review and Revise: review and revise individual settlement agreement; review retainer; review MOU; advise KN and NDB	1.20	\$750.00	\$900.00
VR	08/02/2024	Review and Revise: review and revise settlement agreement; review and revise joint status conference statement; correspondence to Def; advise KN and NDB	2.50	\$750.00	\$1,875.00
YS	08/02/2024	Finalize parties' Joint Status Conference Statement for service. Prepare POS. File via Onelegal. Email to OPC re joint status conference statement. Email to Court Docs for circulation.	0.60	\$250.00	\$150.00
YS	08/02/2024	Review status of case, Confirm 8/16 Status conf. hearing still on calendar, circulate Teams link to appear remotely	0.30	\$250.00	\$75.00
VR	08/05/2024	Review and Revise: review and revise settlement agreement; review correspondence between parties; advise AJB, KN, and NBB; correspondence to Def	2.10	\$750.00	\$1,575.00

VR	08/07/2024	Review and Revise: review and revise individual settlement agreement; review correspondence between parties; correspondence to Def	0.50	\$750.00	\$375.00
NDB	08/12/2024	Review MOU terms. Review and revise individual settlement agreement. Send agreement to Plaintiff for signature. Calls and emails with Plaintiff regrading settlement terms and process of approval and timing of payout.	1.30	\$850.00	\$1,105.00
CL	08/19/2024	Receipt and review Notice of Ruling re Status Conference	0.20	\$750.00	\$150.00
YS	08/22/2024	Prepare shells for Request for dismissal of class action, decl of VR, and proposed order.	1.00	\$250.00	\$250.00
VR	08/28/2024	Draft: draft dismissal request/stipulation; review settlement agreement and individual settlement agreement; review correspondence between parties; advise KN	1.20	\$750.00	\$900.00
KN	08/28/2024	Analysis of issues; memo to staff and co-counsel	0.75	\$950.00	\$712.50
VR	08/28/2024	Draft: review and analyze MOU and settlement agreement; draft requests for dismissal and proposed order; advise KN	2.10	\$750.00	\$1,575.00
KN	08/29/2024	Review emails; analysis of process and procedure; respond; memo to VR	0.50	\$950.00	\$475.00
VR	08/29/2024	Review and Analyze: review and analyze MOU and settlement agreement; review requests for dismissal and complaint; advise AJB and KN	1.70	\$750.00	\$1,275.00
VR	09/06/2024	Draft: draft CMC statement; review correspondence between parties; review settlement agreement and status; review correspondence from co-counsel; correspondence to Def	1.20	\$750.00	\$900.00
YS	09/06/2024	Finalize CMC statement for service. Prepare POS. File via Onelegal. Email to OPC re CMC st. Email to Court Docs for circulation.	0.60	\$250.00	\$150.00
YS	09/06/2024	Review status of case, Confirm 9/11 CMC on calendar, circulate link to appear remotely	0.30	\$250.00	\$75.00
CL	09/10/2024	Receipt and review Order continuing cmc	0.20	\$750.00	\$150.00
VR	09/11/2024	Review and Analyze: review settlement agreements and status; review correspondence between the parties; review dismissal and amended complaint; advise AJB and KN	1.70	\$750.00	\$1,275.00
VR	09/16/2024	Receipt and Review of Correspondence: review correspondence between parties; review settlement agreement and status; correspondence to co-counsel; advise KN	0.50	\$750.00	\$375.00

VR	09/16/2024	Receipt and Review of Correspondence: review correspondence between parties; review settlement documents; advise KN	0.30	\$750.00	\$225.00
VR	09/27/2024	Review and Analyze: review and analyze settlement agreement and court's orders; review checks and correspondence from def; advise NBB	0.50	\$750.00	\$375.00
KN	10/04/2024	Review and research client questions; respond to client	0.50	\$950.00	\$475.00
ASC	10/04/2024	Review email from B. Carlo re questions about settlement and checks	0.30	\$450.00	\$135.00
CL	10/07/2024	Email from/to B. Carlo re: explanation of settlement amounts related to individual settlement.	0.50	\$750.00	\$375.00
KN	10/15/2024	Review draft memorandum ISO preliminary approval; review status and next steps; respond to co-counsel	1.00	\$950.00	\$950.00
KN	10/18/2024	Draft declaration ISO motion for preliminary approval	1.75	\$950.00	\$1,662.50
VR	10/22/2024	Review and Revise: review and revise declaration of plaintiff; telephone conference with plaintiff; correspondence to co-counsel; review MPA and settlement agreement; advise KN	1.50	\$750.00	\$1,125.00
CL	11/20/2024	Receipt and review Order continuing CMC	0.20	\$750.00	\$150.00
KN	12/03/2024	Review signed order and settlement documents; review emails; memo to staff; respond to co-counsel	0.50	\$950.00	\$475.00
CL	12/03/2024	Email from A. Wand requesting dismissal due to preliminary approval of Corbett action; Discuss with Kyle re: same	0.30	\$750.00	\$225.00
YS	12/04/2024	Prepare for request for dismissal form for the PAGA action.	0.50	\$250.00	\$125.00
CL	12/04/2024	[Class] Draft Request for Dismissal without Prejudice; Draft Declaration of C. LeVu re: same.	0.80	\$750.00	\$600.00
CL	12/04/2024	[PAGA] Draft Request for Dismissal without Prejudice.	0.40	\$750.00	\$300.00
YS	12/04/2024	Finalize class request for dismissal for service, decl of CTL, and proposed order. Prepare POS. File via Onelegal. Email to OPC re RFD. Email to Court Docs for circulation.	0.60	\$250.00	\$150.00
YS	12/06/2024	Prepare shells for PAGA request for dismissal, decl of CTL, and proposed order.	0.80	\$250.00	\$200.00

YS	12/20/2024	Review status of request of PAGA dismissal. Retrieve signed order granting dismissal, update file. Email to Court Docs for circulation.	0.30	\$250.00	\$75.00
YS	01/13/2025	Review status of request of Class dismissal. Retrieve signed order granting dismissal, update file. Email to Court Docs for circulation.	0.30	\$250.00	\$75.00
KN	02/25/2025	Review emails and co-counsel decls; memo to staff	0.50	\$950.00	\$475.00
CL	02/27/2025	Email from/to L. Pavilik re: Simpluris Admin Declaration; Review and analyze Admin Declaration in support of Final Approval.	0.60	\$750.00	\$450.00
CL	02/27/2025	Email to L. Pavilik re: revisions to Simpluris Admin Declaration; Revise Admin Declaration.	0.30	\$750.00	\$225.00
KN	02/27/2025	review issues raised by CL; look into issues; review admin decl; respond and advise CL	0.75	\$950.00	\$712.50
CL	02/27/2025	Draft Memorandum of Points and Authorities in Support of Motion for Final Approval.	3.70	\$750.00	\$2,775.00
CL	02/27/2025	Draft Notice of Motion and Motion in Support of Motion for Final Approval.	0.60	\$750.00	\$450.00
CL	02/27/2025	Review and analyze A. Wand Declaration, Corbett Declaration and Cardenas Declaration in Preparation for Motion in Support of Motion for Final Approval.	1.60	\$750.00	\$1,200.00
CL	02/27/2025	Review and analyze Local Rules re: filing of Motion for Final Approval.	0.50	\$750.00	\$375.00
CL	02/27/2025	Email to/from A. Wand re: preliminary approval papers and lodestar and expenses in preparation for Motion for Final Approval.	0.30	\$750.00	\$225.00
KN	02/28/2025	Review draft motion; review declaration of co-counsel and Admin; revise draft motion; memo to staff; email with draft motion to counsel	2.25	\$950.00	\$2,137.50
CL	02/28/2025	Revise Memorandum re Motion for Final Approval; Email from A. Wand re: additional revisions and redlines; Discuss with Kyle re: same.	0.80	\$750.00	\$600.00
CL	02/28/2025	Email to A. Wand re: revisions to Motion for Final Approval; Receipt and review A. Wand Declaration in support of Final Approval Motion.	0.60	\$750.00	\$450.00
YS	03/06/2025	Review court website re reserving motion dates. Email to court re reserving 4/9 MFA hearing	0.30	\$250.00	\$75.00
CL	03/06/2025	Receipt and review hearing date for motion for final approval.	0.30	\$750.00	\$225.00

CL	03/07/2025	Draft Declaration of Blumenthal in support of Final Approval Motion	3.60	\$750.00	\$2,700.00
CL	03/07/2025	Review and analyze Declaration of L. Pavlik re motion for final approval; Review and revise Declaration of Pavlik.	0.50	\$750.00	\$375.00
CL	03/10/2025	Email from/to L. Pavlik re administrator's declaration.	0.30	\$750.00	\$225.00
YS	03/10/2025	Populate table of contents and authorities on MFA.	1.00	\$250.00	\$250.00
CL	03/11/2025	Email from L. Pavlik re: exclusion and opt out of V. Nguyen.	0.30	\$750.00	\$225.00
KN	03/13/2025	Review and revise declaration ISO motion; prepare exhibits and review for accuracy	1.00	\$950.00	\$950.00
KN	03/13/2025	Review and revise motion for filing; file and serve motion; serve LWDA	2.50	\$950.00	\$2,375.00

Services Subtotal \$149,934.00

Expenses

Type	Date	Notes	Quantity	Rate	Total
Expense	03/22/2023	PAGA Filing Fee	1.00	\$75.00	\$75.00
Expense	03/23/2023	Onelegal/Court Filing Fee	1.00	\$1,490.66	\$1,490.66
Expense	05/17/2023	Onelegal/Court Filing Fee	1.00	\$13.33	\$13.33
Expense	05/20/2023	Onelegal/Court Filing Fee	1.00	\$41.44	\$41.44
Expense	05/31/2023	Knox	1.00	\$122.15	\$122.15
Expense	06/02/2023	OneLegal filing fee	1.00	\$13.33	\$13.33
Expense	06/02/2023	Onelegal/Court Filing Fee	1.00	\$1,492.98	\$1,492.98
Expense	07/25/2023	Knox	1.00	\$147.25	\$147.25
Expense	07/27/2023	Onelegal/Court Fees	1.00	\$15.65	\$15.65
Expense	08/17/2023	OneLegal filing fee	1.00	\$13.33	\$13.33
Expense	08/25/2023	OneLegal filing fee	1.00	\$13.33	\$13.33
Expense	08/31/2023	Expert Fees - DM&A.	1.00	\$1,625.00	\$1,625.00
Expense	09/14/2023	OneLegal filing fee	1.00	\$1,492.98	\$1,492.98
Expense	11/02/2023	One legal filing	1.00	\$33.92	\$33.92
Expense	11/07/2023	One Legal Filing	1.00	\$33.92	\$33.92

Expense	11/14/2023	One Legal Filing	1.00	\$33.92	\$33.92
Expense	02/28/2024	Berger Consulting Group.	1.00	\$3,080.00	\$3,080.00
Expense	03/27/2024	Mediation Fees - Todd Smith.	1.00	\$4,500.00	\$4,500.00
Expense	04/03/2024	One Legal - CMS	1.00	\$15.39	\$15.39
Expense	05/30/2024	One Legal - Joint CMC Statement	1.00	\$15.39	\$15.39
Expense	08/28/2024	legal research; download docs from docket	1.00	\$5.40	\$5.40
Expense	09/06/2024	One Legal/Court Fees	1.00	\$15.39	\$15.39
Expense	10/04/2024	FedEx	1.00	\$24.68	\$24.68
Expense	10/04/2024	FedEx	1.00	\$112.10	\$112.10
Expense	12/04/2024	Document retrieval fee	1.00	\$3.00	\$3.00
Expense	03/12/2025	Filing fee - motion	1.00	\$60.00	\$60.00
Expenses Subtotal				\$14,489.54	

Time Keeper	Quantity	Rate	Total
AJ Bhowmik	2.0	\$895.00	\$1,790.00
Scott Blumenthal	5.4	\$450.00	\$2,430.00
Nicholas De Blouw	52.4	\$850.00	\$44,540.00
Ricardo Ehmann	1.5	\$675.00	\$1,012.50
Ricardo Ehmann	16.5	\$475.00	\$7,837.50
Randy Hy	12.5	\$675.00	\$8,437.50
Randy Hy	0.2	\$475.00	\$95.00
Christine LeVu	33.3	\$750.00	\$24,975.00
Christine LeVu	2.7	\$495.00	\$1,336.50
Kyle Nordrehaug	12.5	\$950.00	\$11,875.00
Victoria Rivapalacio	28.5	\$750.00	\$21,375.00
Andrew Ronan	18.4	\$550.00	\$10,120.00
Andrew Ronan	12.0	\$475.00	\$5,700.00
Adolfo Sanchez Contreras	8.8	\$450.00	\$3,960.00
Adolfo Sanchez Contreras	10.1	\$250.00	\$2,525.00
Yesenia Silva	7.7	\$250.00	\$1,925.00

Subtotal \$164,423.54
Total \$164,423.54

Detailed Statement of Account

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
1	04/12/2025	\$164,423.54	\$0.00	\$164,423.54
Outstanding Balance				\$164,423.54
Total Amount Outstanding				\$164,423.54

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

Please pay within 30 days.

EXHIBIT #4

LAFFEY MATRIX

History

Case Law

Contact us

Home

			Years Out of Law School *				
Year	Adjustmt Factor**	Paralegal/ Law Clerk	1-3	4-7	8-10	11-19	20 +
6/01/23- 5/31/24	1.059295	\$239	\$437	\$538	\$777	\$878	\$1057
6/01/22- 5/31/23	1.085091	\$225	\$413	\$508	\$733	\$829	\$997
6/01/21- 5/31/22	1.006053	\$208	\$381	\$468	\$676	\$764	\$919
6/01/20- 5/31/21	1.015894	\$206	\$378	\$465	\$672	\$759	\$914
6/01/19- 5/31/20	1.0049	\$203	\$372	\$458	\$661	\$747	\$899
6/01/18- 5/31/19	1.0350	\$202	\$371	\$455	\$658	\$742	\$894
6/01/17- 5/31/18	1.0463	\$196	\$359	\$440	\$636	\$717	\$864
6/01/16- 5/31/17	1.0369	\$187	\$343	\$421	\$608	\$685	\$826
6/01/15- 5/31/16	1.0089	\$180	\$331	\$406	\$586	\$661	\$796
6/01/14- 5/31/15	1.0235	\$179	\$328	\$402	\$581	\$655	\$789
6/01/13- 5/31/14	1.0244	\$175	\$320	\$393	\$567	\$640	\$771
6/01/12- 5/31/13	1.0258	\$170	\$312	\$383	\$554	\$625	\$753
6/01/11- 5/31/12	1.0352	\$166	\$305	\$374	\$540	\$609	\$734
6/01/10- 5/31/11	1.0337	\$161	\$294	\$361	\$522	\$589	\$709
6/01/09- 5/31/10	1.0220	\$155	\$285	\$349	\$505	\$569	\$686
6/01/08- 5/31/09	1.0399	\$152	\$279	\$342	\$494	\$557	\$671
6/01/07-5/31/08	1.0516	\$146	\$268	\$329	\$475	\$536	\$645
6/01/06-5/31/07	1.0256	\$139	\$255	\$313	\$452	\$509	\$614
6/1/05-5/31/06	1.0427	\$136	\$249	\$305	\$441	\$497	\$598
6/1/04-5/31/05	1.0455	\$130	\$239	\$293	\$423	\$476	\$574
6/1/03-6/1/04	1.0507	\$124	\$228	\$280	\$405	\$456	\$549
6/1/02-5/31/03	1.0727	\$118	\$217	\$267	\$385	\$434	\$522
6/1/01-5/31/02	1.0407	\$110	\$203	\$249	\$359	\$404	\$487
6/1/00-5/31/01	1.0529	\$106	\$195	\$239	\$345	\$388	\$468
6/1/99-5/31/00	1.0491	\$101	\$185	\$227	\$328	\$369	\$444
6/1/98-5/31/99	1.0439	\$96	\$176	\$216	\$312	\$352	\$424
6/1/97-5/31/98	1.0419	\$92	\$169	\$207	\$299	\$337	\$406
6/1/96-5/31/97	1.0396	\$88	\$162	\$198	\$287	\$323	\$389
6/1/95-5/31/96	1.032	\$85	\$155	\$191	\$276	\$311	\$375

6/1/94-5/31/95	1.0237	\$82	\$151	\$185	\$267	\$301	\$363
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The methodology of calculation and benchmarking for this Updated Laffey Matrix has been approved in a number of cases. See, e.g., *DL v. District of Columbia*, 267 F.Supp.3d 55, 69 (D.D.C. 2017)

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

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

EXHIBIT #5

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Attorneys for Plaintiffs and the Putative Class

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN BERNARDINO

KIRSTEN CORBETT and BRENDA
CARDENAS, individually, and on behalf of
all others similarly situated,

Plaintiff,

v.

G-III APPAREL GROUP, LTD., an entity of
unknown form; AM RETAIL GROUP, INC.,
a corporation; and DOES 1 through 10,
inclusive,
Defendants.

Case No.: CIVSB2305772

[Honorable Joseph T. Ortiz]

DECLARATION OF KIRSTEN CORBETT

Action filed: March 3, 2023

Trial Date: None set

DECLARATION OF KIRSTEN CORBETT

I, Kirsten Corbett, hereby declare as follows:

1. I am an individual over the age of 18 and a named Plaintiff in this matter. I have personal knowledge of the facts stated in this declaration and could testify competently to them if called upon to do so.

2. I submit this declaration in support of Plaintiffs' Motion for Preliminary and/or Final Approval of Class Action Settlement.

3. I worked for Defendant AM Retail Group, Inc. ("AMRG") as a non-exempt employee from approximately October 2021 to August 2022.

4. I believe that my claims and defenses are typical of the members of the Class. As far as I am aware, I have no conflicts with any of the other Class Members. Throughout this litigation, I have taken all actions with the best interest of the Class in mind. I support the Settlement and believe that, if approved by the Court, it will provide an excellent recovery to Class Members.

5. I was and am prepared to testify if necessary.

6. Before the formal commencement of this litigation, and throughout the course of the lawsuit, I cooperated with my counsel and took actions to protect the interests of the Class. I spent a significant amount of time consulting with my counsel in person and by phone, providing my counsel with relevant documents and contact information of persons with information relevant to the case, reviewing relevant documents, assisting my counsel in the preparation of pleadings, participating in settlement discussions and other important decisions, and keeping myself informed of the developments in the case, even after a settlement was reached. To date, I have spent approximately 20 hours on these activities. I anticipate devoting additional time and effort to this case throughout the settlement approval process.

7. When I began this lawsuit, I understood there was a chance that it would benefit the current and former non-exempt employees of AMRG by potentially helping them recover wages and penalties owed to them. I also knew there was a risk that I could be liable for AMRG's costs if we lost the case. I decided to move forward with the case, despite these risks, because I

1 wanted to stand up for the rights of other non-exempt employees.

2 8. I agreed to bring this case with the knowledge that filing a public lawsuit against
3 AMRG could have a negative impact on my ability to obtain employment in the future.
4 Furthermore, I understood that I might not even become aware of this detrimental impact because
5 I would have no way of knowing whether a prospective employer was aware of this lawsuit, and
6 if so, whether that negatively influenced the employer's hiring decision. Despite this uncertainty,
7 I decided to bring this case on behalf of the Class.

8 9. I understand that the Settlement Agreement in this case provides for a class
9 representative service award of up to \$10,000, which is subject to the Court's approval. I also
10 understand that the requested service award is not conditioned on approval of the Settlement. In
11 other words, I understand that this Settlement could be approved, but that I would be awarded a
12 sum of less than \$10,000.

13 10. That said, I believe that a \$10,000 award for serving as a Class representative is
14 reasonable given the substantial time and effort I have expended on behalf of the Class, the risks
15 I faced in serving as a named plaintiff and a Class representative, and the fact that a substantial
16 benefit was recovered for the Class because I was willing to bring this case. Because I put myself
17 on the line, each Class Member did not have to expend his or her own time and resources to pursue
18 legal remedies individually. I believe that this action would not have been possible without my
19 active participation and my willingness to place myself at risk for the sake of the other Class
20 Members. As a result of my efforts, should the Court approve the Settlement, an excellent result
21 will have been achieved on behalf of the Class.

22 I declare under penalty of perjury under the laws of the State of California that the
23 foregoing is true and correct.

24 Executed on 9/7/2024 at San Bernardino, California.

25
26
27
28

DocuSigned by:

3B9A661451314B6...
Kirsten Corbett

EXHIBIT #6

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Website: www.bamlawca.com

Attorneys for Plaintiffs and the Putative Class

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO

KIRSTEN CORBETT and BRENDA
CARDENAS, individually, and on behalf of
all others similarly situated,

Plaintiff,

v.

G-III APPAREL GROUP, LTD., an entity of
unknown form; AM RETAIL GROUP, INC.,
a corporation; and DOES 1 through 10,
inclusive,
Defendants.

Case No.: CIVSB2309732

[Honorable Josph T. Ortiz]

DECLARATION OF BRENDA CARDENAS

Action filed: March 3, 2023

Trial Date: None set

DECLARATION OF BRENDA CARDENAS

I, Brenda Cardenas, hereby declare as follows:

1. I am an individual over the age of 18 and a named Plaintiff in this matter. I have personal knowledge of the facts stated in this declaration and could testify competently to them if called upon to do so.

2. I submit this declaration in support of Plaintiffs' Motion for Preliminary and/or Final Approval of Class Action Settlement.

3. I worked for Defendant AM Retail Group, Inc. ("AMRG") in California as an assistant store manager, a position classified as non-exempt, from approximately January to April 2022.

4. I retained my attorneys who are experienced in both class action and PAGA representative action litigation and claims against employers for violations of the California Labor Code. I have no personal relationship or family ties to my attorneys or any officer of the Court. I am not aware of having any actual or potential conflicts of interest with another class member in this case nor am I aware of having any actual or potential conflicts of interest Simpluris, the settlement administrator. I am not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by this settlement.

5. I decided to pursue this class action lawsuit and be a plaintiff/class representative because I felt that my legal rights as an employee and others like me were violated. I believe that my claims and defenses are typical of the members of the Class. Throughout this litigation, I have taken all actions with the best interest of the Class in mind. I support the Settlement and believe that, if approved by the Court, it will provide an excellent recovery to Class Members.

6. Even though this action is in the process of settling, I was and remain prepared to perform all the duties of a class representative. I understand that as a class representative I have assumed a fiduciary responsibility to prosecute this class action on behalf of the absent class members. I have understood that as a fiduciary, I have a duty to prosecute this action for the benefit of the class members and surrender any right to compromise the group action for an individual gain.

1 7. Before the formal commencement of this litigation, and throughout the course of
2 the lawsuit, I cooperated with my counsel and took actions to protect the interests of the Class. I
3 spoke to my attorneys several times and discussed how Defendants implemented their company
4 policies and procedures. I also assisted my attorneys in their investigation into my claims by
5 providing them documents and answering their questions. I reviewed the complaint before it was
6 filed and, after it was filed, I was given access to an electronic file sharing program that alerted
7 me via email when important documents were filed so that I could review them and keep up with
8 the developments in the case which I understood was one of my duties as a class representative. I
9 would also contact my attorneys from time to time if I had any questions about the case.

10 8. When I began this lawsuit, I understood there was a chance that it would benefit
11 the current and former non-exempt employees of AMRG by potentially helping them recover
12 wages and penalties owed to them. I felt that these individuals were not aware of their labor law
13 rights and even if they were they would probably be apprehensive about speaking up or even
14 simply because of the time, effort and risk involved in filing a class action lawsuit.

15 9. I understood that being a part of this lawsuit involved risks. For example, my
16 attorneys explained to me that if the case went to trial and we lost, I could be held responsible to
17 pay for all or part of the attorney fees and costs paid by Defendants to defend this lawsuit. Also,
18 I knew there was a risk that future employers, if they ever find out about this lawsuit, could hold
19 it against me or downgrade me as a potential hire. As a named plaintiff, it would not be difficult
20 for a future employer to become aware that I sued my employer for labor law violations.
21 Ultimately, I decided these risks were worth it and decided to fight for my rights and the rights of
22 others regardless of the risks, time and effort I spent on this case.

23 10. During the lawsuit I stayed in touch with my attorneys by phone and email. I also
24 kept up to date on important developments by reviewing court filings that were made available to
25 me electronically as I described above. I was also in touch with my attorneys during the mediation
26 that took place on May 17, 2024. I have been actively involved with this lawsuit performing the
27 duties required of me as a named plaintiff and proposed class representative. Although I did not
28 keep time records, I was in regular contact with my attorneys, reviewed court filings, and spent a

1 significant amount of time on the issues presented during the lawsuit and in the settlement process.
2 I estimate that I spent approximately 25-35 hours working on this case up until this point. I believe
3 I have been diligent and have done what is expected of a named plaintiff and a proposed class
4 representative to date, and will continue to do so. I have and always will maintain the best interest
5 of the class members.

6 11. I understand that the Settlement Agreement in this case provides for a class
7 representative service award of up to \$10,000, which is subject to the Court's approval. I also
8 understand that the requested service award is not conditioned on approval of the Settlement. In
9 other words, I understand that this Settlement could be approved, but that I would be awarded a
10 sum of less than \$10,000.

11 12. I believe I did the right thing by filing this case on behalf of the class members
12 who, subject to court approval, are in line to receive monetary payments as a result of this case
13 and settlement. This is money they may never have ever gotten if I did not pursue this action on
14 their behalf. I feel significant personal satisfaction to know that I played a role in the class
15 members being entitled to monetary payments as a result of the filing of this lawsuit. I also believe
16 that the requested Class Representative Service Payment of \$10,000 from the settlement is fair
17 compensation for the work I performed and the risks I undertook.

18 13. In light of all the time and effort I have spent on this case, the risk I undertook by
19 suing my employer, the exposure to being responsible for paying Defendants' costs in the event
20 we did not win the case, the reputational risk that future employers may hold this lawsuit against
21 me, the general release and in light of the size of the settlement, I believe the request for \$10,000
22 as a Class Representative service payment is fair and reasonable.

23 I declare under penalty of perjury under the laws of the State of California that the
24 foregoing is true and correct.

25 Executed on Oct 22, 2024 at Greeley, Colorado.

26
27 

Brenda Cardenas (Oct 22, 2024 10:58 MDT)

Brenda Cardenas