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Attorneys for Plaintiffs Pardo, Verduzco, Johnson, and Gansen

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

CASSANDRA WALKER, FRANCES PARDO,
CHRISTIAN VERDUZCO, COLLIN JOHNSON,
and HANNAH GANSEN, as private attorneys
general,

Plaintiffs,

vs.

FITNESS ALLIANCE, LLC, a California limited
liability company; and DOES 1 through 50,
inclusive,

Defendants.

Case No. 37-2023-00020191-CU-OE-CTL

[Hon. Joel R. Wohlfeil, Department C-73]

**DECLARATION OF KYLE NORDREHAUG
IN SUPPORT OF PLAINTIFFS' MOTION
FOR APPROVAL OF PAGA SETTLEMENT**

Date: November 7, 2024
Time: 9:00 a.m.
Department: C-73

**DECLARATION OF KYLE NORDREHAUG IN SUPPORT OF PLAINTIFFS' MOTION FOR
APPROVAL OF SETTLEMENT UNDER PRIVATE ATTORNEYS GENERAL ACT**

I, Kyle Nordrehaug, declare:

1. I am a partner of the law firm of Blumenthal Nordrehaug Bhowmik De Blouw LLP ("BNBD"), counsel for Plaintiffs Frances Pardo, Christian Verduzco, Collin Johnson, and Hannah Gansen. As such, I am fully familiar with the facts, pleadings and history of this matter. The following facts are within my own personal knowledge, and if called as a witness, I could testify competently to the matters stated herein.

2. This declaration is being submitted in support of Plaintiffs' Motion for Approval of Settlement Under Private Attorneys General Act ("PAGA"). The settlement reached between Plaintiffs Cassandra Walker, Frances Pardo, Christian Verduzco, Collin Johnson, and Hannah Gansen (collectively "Plaintiffs"), on the one hand, and Defendant Fitness Alliance, LLC ("Defendant"), on the other hand, is set forth in the Joint Stipulation of PAGA Settlement (the "Agreement") submitted with this motion.

Experience of BNBD

3. Over the course of the litigation, my firm has worked actively on this matter. The firm credentials are reflected in the BNBD Resume, a true and correct copy of which is attached hereto as Exhibit #1. Some of the major cases our firm has undertaken are also set forth therein. BNBD has represented hundreds of thousands of employees in hundreds of legal matters, including PAGA lawsuits and hundreds of employment class actions. BNBD's practice is devoted almost entirely to the prosecution of wage and hour class action and PAGA action matters. The attorneys at BNBD have been appointed lead counsel in hundreds of contested motions for class certification including many consolidated wage and hour matters. The attorneys at my firm have extensive experience in cases involving labor code violations and overtime claims. BNBD has litigated similar overtime cases against other employers on behalf of employees, including cases against Walmart, Legoland, Sharp Healthcare, Securitas, Okta, See's Candies, Walt Disney Resorts, El Pollo Loco, Panda Express, Universal Protection, Mattress Firm, Total Renal, Liberty Mutual, Union Bank, Apple, Coventry Health Care,

1 Qualxserv, Union Bank, Marriott, Kaiser / Permanente, Walgreens, and California State Automobile
2 Association. My firm has been approved as class counsel by state and federal courts in California in
3 contested class certification motions, including approvals in this Court. It is this level of experience
4 which enabled the firm to undertake the instant matter and to successfully combat the resources of the
5 defendants and their capable and experienced counsel. On account of the concerted and dedicated effort
6 this case demanded in order to properly handle and prosecute, BNBD was precluded from taking other
7 cases, and in fact, had to turn away other potential fee generating cases.

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

22 5. District Judge Irma Gonzales in a consolidated class action representing hundreds of
23 armed forces officers held that Blumenthal Nordrehaug Bhowmik De Blouw LLP was "qualified
24 counsel with extensive experience in class action litigation." *McPhail v. First Command Fin. Planning,*
25 *Inc.*, 247 F.R.D. 598, 611 (S.D. Cal. 2007). Examples of other contested actions where class
26 certification was granted Blumenthal Nordrehaug Bhowmik De Blouw LLP and was appointed lead
27 class counsel in wage and hour class actions in Federal Court include *Schulz v. Qualxserv, LLC*, 2012
28 U.S. Dist. LEXIS 58561 (S.D. Cal. 2012); *Dobrosky v. Arthur J. Gallagher Serv. Co., LLC*, No. EDCV

1 13-0646 JGB (SPx), 2014 U.S. Dist. LEXIS 106345 (C.D. Cal. July 30, 2014); *Culley v. Lincare Inc.*,
2 No. 2:15-cv-00081-MCE-CMK, 2016 U.S. Dist. LEXIS 105704 (E.D. Cal. Aug. 10, 2016); *Nelson v.*
3 *Avon Prods.*, No. 13-cv-02276-BLF, 2015 U.S. Dist. LEXIS 51104 (N.D. Cal. Apr. 17, 2015); *Orozco v.*
4 *Illinois Tool Works*, U.S.D.C. Case No. 14-cv-02113-MCE, 2016 U.S. Dist. LEXIS 158115 (E.D. Cal.
5 February 17, 2017); *Metrow v. Liberty Mutual*, U.S.D.C. Case No. EDCV 16-1133 JGB (C.D. Cal. May
6 1, 2017). Some examples of heavily contested State Court wage and hour class actions where class
7 certification was obtained and BNBD was appointed lead class counsel include *El Pollo Loco Wage and*
8 *Hour Cases*, Orange County Superior Court, JCCP Case No. 4957 (July 30, 2018); *Torrento v. Lucile*
9 *Packard Children's Hospital*, Santa Clara County Superior Court Case No. 2016-1-CV-291035 (July 17,
10 2018); *Salem v. Alliance*, San Bernardino Superior Court, Case No. CIVRS1401129 (March 8, 2016);
11 *Rivers v. Veolia*, Sonoma County Superior Court Case No. SCV 255350 (March 9, 2016); *Mathies v.*
12 *Union Bank*, San Francisco Superior Court Case No. CGC-10-498077 (Sept. 11, 2013); *Jefferson v.*
13 *Bottling Co, LLC*, Orange County Superior Court Case No. 30-2009-00180102-CU-OE-CXC (Sept. 7,
14 2010); *Rangel v. Balboa Ambulance Co.*, 37-2008-00095700-CU-BT-CTL (Fe. 11, 2010); *Tan v. CSAA*,
15 Orange County Superior Court, Case No. 30-2008-00231219 (Nov. 23, 2009).

16
17 The Settlement Is Fair, Reasonable and Adequate:

18 6. On April 28, 2023, Frances Pardo filed with the LWDA and served on Defendant a notice
19 under Labor Code section 2699.3, stating that plaintiff Shellenbaum intended to serve as a proxy of the
20 LWDA to recover civil penalties on behalf of Aggrieved Employees for alleged Labor Code violations
21 (the “Pardo PAGA Notice”). A true and correct copy of the Pardo PAGA Notice is attached hereto as
22 Exhibit #2. The Pardo PAGA Notice alleged violations of California Labor Code §§ 201, 202, 203, 204
23 et seq., 210, 218, 221, 226(a), 226.7, 227.3, 246, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198,
24 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of
25 Regulations, Title 8, Section 1 1070(14) (Failure to Provide Seating), and the applicable Industrial
26 Welfare Commission Wage Order(s), and attached a copy of the complaint by Plaintiff Pardo as an
27 exhibit to the Pardo PAGA Notice.

1 7. On September 20, 2023, after sixty-five (65) days had passed since service of the Pardo
2 PAGA Notice, without any action by the LWDA with respect to the alleged Labor Code violations,
3 plaintiff Pardo filed a separate representative action in the Orange County Superior Court, Case No. 30-
4 3023-01350240, seeking PAGA civil penalties against Defendant for Labor Code violations alleged in
5 the Pardo PAGA Notice (the “Pardo PAGA Action”). On April 11, 2024, Plaintiffs Christian Verduzco,
6 Collin Johnson and Hannah Gansen served an amended PAGA notice which added Plaintiffs Christian
7 Verduzco, Collin Johnson and Hannah Gansen to the original PAGA PAGA Notice. A true and correct
8 copy of this amended PAGA notice is attached hereto as Exhibit #2.

9 8. On February 23, 2024, the Parties attended a mediation with Tripper Ortman, an
10 experienced mediator knowledgeable of both the wage and hour laws and representative action claims at
11 issue. Although the Parties were unable to agree to a resolution during the mediation, the Parties
12 continued to work with the mediator in the weeks thereafter. With the mediator’s assistance and based
13 upon a mediator’s proposal, the Parties ultimately were able to agree to settlement terms, which were
14 negotiated in light of all known facts and circumstances—including the uncertainty associated with
15 litigation, the risks of significant delay, and numerous potential appellate issues. The settlement was
16 achieved only after extensive arm’s length negotiations. Based on Plaintiffs’ Counsel’s ongoing
17 investigation and evaluation, Plaintiffs’ Counsel is of the opinion that the terms of this Agreement are
18 fair, reasonable, and adequate, and in the best interests of the State.

19 9. In this case, the Settlement reached in the total non-reversionary amount of \$650,000 as
20 the Settlement Amount is the product of substantial effort by the Parties and counsel should be approved
21 as fair, reasonable and adequate. The Settlement was the result of arms-length negotiations during
22 mediation and extensive follow up thereafter between experienced counsel. The Settlement was only
23 reached after factual and legal investigation and research, careful evaluation of the respective parties’
24 strengths and weaknesses, and diligent negotiation efforts. The settlement is a negotiated compromise
25 which took into account risks related to liability, potential penalties, and all the defenses asserted by
26 Defendant. I believe in the fairness of the settlement that is based on factoring in the uncertainty and
27 risks to Plaintiffs involved in not prevailing on the PAGA claim or the theories alleged and potential for
28 appeals. Based on the foregoing data and our own independent investigation and evaluation, I am of the

1 opinion that the settlement with the Defendant for the consideration and on the terms set forth in the
2 Stipulation is fair, reasonable, and adequate in light of all known facts and circumstances, including the
3 risk of significant delay, the defenses asserted by Defendant, and numerous potential appellate issues.

4 10. Plaintiffs' Counsel seek approval of attorneys' fees from the PAGA settlement in the
5 amount of \$216,666.67 representing one-third of the \$650,000 Settlement Amount. The payment of
6 attorneys' fees and costs to Plaintiffs' Counsel under the Agreement is supported by several factors.
7 First, the requested fees are justified by the result achieved. Plaintiffs' Counsel negotiated a recovery of
8 \$650,000.00, and this result justifies the requested fees equal to one third of this recovery. This
9 percentage is within the standard contingent recovery percentage of one-third, and this percentage is
10 what was expressly approved by the Supreme Court in *Laffitte v. Robert Half Int'l Inc.*, 1 Cal.5th 480,
11 504, (2016). Second, the fee award is justified by the work performed and contributions to the case.
12 Third, the consideration of the enhancement factors justifies the enhancement of the lodestar. Courts
13 multiply the lodestar by a factor to account for the risk of non-payment, delay in payment, the quality of
14 work, and the novelty and difficulty of the issues involved. In accordance with a joint prosecution
15 agreement signed by the Plaintiffs, the total attorneys' fees awarded or obtained shall be allocated
16 between the Plaintiffs' Counsel as follows 60% to Diversity Law Group and 40% to BNBD.

17 11. **Lodestar.** As detailed in the accompanying billing statement, a true and correct copy of
18 which is attached hereto as Exhibit #3, the current lodestar for my firm in this court matter as of October
19 14, 2024 is \$141,585.00 for more than 205 hours of work prosecuting the claims being resolved by this
20 Settlement. The billing statement attached hereto as Exhibit #3 details the tasks performed and also
21 itemize the hours worked by each attorney.

22 12. **Hourly Rates.** The hourly rates for staff at Blumenthal Nordrehaug Bhowmik De Blouw
23 LLP are as follows: Partner Attorneys from \$850 to \$995, Associate Attorneys from \$450 to \$750,
24 Paralegals from \$250 to \$275. My firm's hourly rates are based upon the Laffey Matrix with the
25 appropriate 2% increase adjustment for Southern California. A true and correct copy of the current
26 Laffey Matrix is attached hereto as Exhibit #4. These hourly rates have been approved by Court's
27 throughout California, including the Courts in the Superior Court of California. In fact, on August 1,
28 2018, District Judge Andre Birotte Jr. explicitly found that Class Counsel's "rates generally appear

1 reasonable and ‘in line with those prevailing in the [relevant] community’—the Central District of
2 California”. Finally, the reasonableness of Class Counsel’s hourly rates is further confirmed by
3 comparing such rates with the rates of comparable counsel practicing complex and class litigation as
4 detailed in the National Law Journal Billing Survey. See e.g. *Zest IP Holdings, LLC v. Implant Direct*
5 *MFG., LLC*, 2014 U.S. Dist. LEXIS 167563 (S.D. Cal. 2014) (finding that “Mayer Brown's \$775
6 average billing rate for partners” and “Mayer Brown's \$543 average associate billing rate” are
7 reasonable rates when compared within 21 other firms practicing in the Southern District of California.)
8 This survey is useful to show that Class Counsel’s rates are in line with the comparable rates of the
9 defense counsel that opposes these types of class claims, such as Mayer Brown noted above who is
10 defense counsel in cases currently being prosecuted by Class Counsel. In another example from several
11 years ago, Sheppard Mullin Richter & Hampton, who is opposing counsel in many cases prosecuted by
12 Class Counsel (one of the most frequent opposing counsel), charged rates as high as \$875 for partners
13 and \$535 for associates. Similarly, Paul Hastings, another opposing counsel in these types of cases, in
14 years past historically charged between \$900 and \$750 for partners and \$755 and \$335 for associates.
15 Thus, the rates charged by my firm for comparable work are less than these examples and are therefore
16 undoubtedly reasonable.

17 13. **Expenses.** The litigation expenses incurred by my firm in the amount of \$ 25,457.97
18 were all reasonably necessary to the litigation and are detailed in Exhibit #3 attached hereto.

19 I declare under the penalty of perjury under the laws of the State of California that the foregoing
20 is true and correct. Executed this 14th day of October, 2024, at San Diego, California.

21
22
23 
24 Kyle Nordrehaug
25
26
27
28

EXHIBIT #1

Blumenthal Nordrehaug Bhowmik De Blouw LLP

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FIRM RESUME

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

ATTORNEY BIOGRAPHIES

Norman B. Blumenthal

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

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

Admitted: 1973, Illinois; 1976, California

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

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

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

Summer Intern (1971) with Harvard Voluntary Defenders

Kyle R. Nordrehaug

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

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

Admitted: 1999, California

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

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

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

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

Aparajit Bhowmik

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

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

Admitted: 2006, California

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

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

Awards: Rising Star 2015

Nicholas J. De Blouw

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

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

Admitted: 2011, California

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

Piya Mukherjee

Associate Attorney

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

Admitted: 2010, California

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

Victoria Rivapalacio

Associate Attorney

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

Admitted: 2011, California

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

Ricardo 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,

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

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

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

EXHIBIT #2

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

2255 CALLE CLARA

LA JOLLA, CALIFORNIA 92037

Web Site: www.bamlawca.com

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

Phone: (858) 551-1223

Fax: (858) 551-1232

WRITERS E-MAIL:

Nick@bamlawca.com

WRITERS EXT:

1004

April 28, 2023

CA2928

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

Labor and Workforce Development Agency
Online Filing

Fitness Alliance, LLC
Certified Mail #70223330000181864323
CT Corporation System
AMANDA GARCIA
330 N BRAND BLVD, Suite 700
GLENDALE, CA 91203

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

Dear Sir/Madam:

“Aggrieved Employees” refers to all individuals who are or previously were employed by Fitness Alliance, LLC in California, including any employees staffed with Fitness Alliance, LLC by a third party, and classified as non-exempt employees during the time period of April 28, 2022 until a date as determined by the Court. Our offices represent Plaintiff Frances Pardo (“Plaintiff”) and other Aggrieved Employees in a lawsuit against Fitness Alliance, LLC. (“Defendant”). Plaintiff was employed by Defendant in California from September of 2022 to February 20, 2023. Plaintiff was at all times classified by Defendant as a non-exempt employee, paid on an hourly basis, and entitled to the legally required meal and rest periods and payment of minimum and overtime wages due for all time worked. Defendant, however, unlawfully failed to record and pay Plaintiff and other Aggrieved Employees for, including but not limited to, all of their time worked, including minimum and overtime wages and sick pay wages at the correct rate, for all of their missed meal and rest breaks at the correct regular rates, and for all of their time spent working off the clock. Moreover, when Defendant required Plaintiff and Aggrieved Employees to report for work, but “furnished less than half said employee’s usual or scheduled day’s work,” Defendant violated Cal. Code Regs., tit. 8 § 11040, subd. 5(A) by failing to pay Plaintiff and Aggrieved Employees for at least two (2) hours’ worth of work at their regular rate of pay. In addition, when Defendant required Plaintiff and Aggrieved Employees to respond to and engage in additional work, this resulted in a second reporting for work in a single workday, and Defendant failed to pay these employees reporting time pay as required by Cal. Code Regs., tit. 8, § 11040, subd. 5(B). Further, Defendant failed to advise Plaintiff and the other Aggrieved

Employees of their right to take separately and hourly paid duty-free ten (10) minute rest periods. *See Vaquero v. Stoneledge Furniture, LLC*, 9 Cal. App. 5th 98, 110 (2017). Additionally, pursuant to Labor Code § 204 *et seq.*, Defendant failed to timely provide Plaintiff and other Aggrieved Employees with their wages. Plaintiff further contends that Defendant failed to provide accurate wage statements to her, and other Aggrieved Employees, in violation of California Labor Code section 226(a). Specifically, PLAINTIFF and the AGGRIEVED EMPLOYEES were paid on an hourly basis. As such, the wage statements should reflect all applicable hourly rates during the pay period and the total hours worked, and the applicable pay period in which the wages were earned pursuant to California Labor Code Section 226(a). The wage statements Defendant provided to PLAINTIFF and the AGGRIEVED EMPLOYEES failed to identify such information. More specifically, the wage statements failed to identify the accurate total hours worked each pay period in violation of Cal. Lab. Code Section 226(a)(2). Additionally, Plaintiff contends that Defendant failed to comply with Industrial Wage Order 7(A)(3) in that Defendant failed to keep time records showing when Plaintiff began and ended each shift and meal period. Plaintiff and other Aggrieved Employees perform tasks that reasonably permit sitting, and a seat would not interfere with their performance of any of their tasks that may require them to stand. Defendant failed to provide Plaintiff and other Aggrieved Employees with suitable seats. Said conduct, in addition to the foregoing, as well as the conduct alleged in the incorporated Complaint, violates Labor Code §§ 201, 202, 203, 204 *et seq.*, 210, 218, 221, 226(a), 226.7, 227.3, 246, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 1 1070(14) (Failure to Provide Seating), Violation of the applicable Industrial Welfare Commission Wage Order(s), and is therefore actionable under California Labor Code section 2699.3.

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

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

Your earliest response to this notice is appreciated. If you have any questions of concerns, please do not hesitate to contact me at the above number and address.

Respectfully,

/s/ Nicholas J. De Blouw

Nicholas J. De Blouw, Esq.

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

2255 CALLE CLARA
LA JOLLA, CALIFORNIA 92037

Web Site: www.bamlawca.com

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

Phone: (858) 551-1223

Fax: (858) 551-1232

WRITERS E-MAIL:
SergioJulian@bamlawca.com

WRITERS EXT:
1001

April 11, 2024
CA2928

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

Labor and Workforce Development Agency
Online Filing

FITNESS ALLIANCE, LLC

Certified Mail: 9589071052700408543649

c/o LITTLER MENDELSON, P.C.

Dennis M. Brown

Jonathan A. Heller

Hannah Razo

Jen Miller

50 W. San Fernando, 7th Floor

San Jose, California 95113

Amanda C. Fleming

Certified Mail: 9589071052700408543656

501 W. Broadway Suite, 900

San Diego, California 92101

Amended PAGA Notice LWDA Case No.: LWDA-CM-929625-23

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

Dear Sir/Madam:

Our offices represent Plaintiffs Frances Pardo, Christian Verduco, Collin Johnson and Hannah Gansen (collectively referred to as "Plaintiffs") and other Aggrieved Employees in a lawsuit against Fitness Alliance, LLC ("Defendant").

Plaintiff Frances Pardo originally sent a PAGA Notice on April 28, 2023, which gave notice to the LWDA and Defendant to enable Plaintiff Pardo to proceed with the Complaint against Defendant as authorized by California Labor Code section 2699, *et seq.*

This Amended Notice is intended to add Plaintiffs Christian Verduzco, Collin Johnson and Hannah Gansen.

“Aggrieved Employees” refers to all individuals who are or previously were employed by Fitness Alliance, LLC in California, including any employees staffed with Fitness Alliance, LLC by a third party, and classified as non-exempt employees during the time period of April 28, 2022 until a date as determined by the Court. Our offices represent Plaintiff Frances Pardo, Christian Verduzco, Collin Johnson and Hannah Gansen (“Plaintiffs”) and other Aggrieved Employees in a lawsuit against Fitness Alliance, LLC. (“Defendant”). Plaintiff Pardo was employed by Defendant in California from September of 2022 to February 20, 2023. Plaintiff Versuzco was employed by Defendant in California from June 2022 through November 2022. Plaintiff Johnson was employed by Defendant in California from June 20, 2022 through the present. Plaintiff Gansen was employed from February 2020 through September 2023. Plaintiffs were at all times classified by Defendant as a non-exempt employees, paid on an hourly basis, and entitled to the legally required meal and rest periods and payment of minimum and overtime wages due for all time worked. Defendant, however, unlawfully failed to record and pay Plaintiffs and other Aggrieved Employees for, including but not limited to, all of their time worked, including minimum and overtime wages and sick pay wages at the correct rate, for all of their missed meal and rest breaks at the correct regular rates, and for all of their time spent working off the clock. Moreover, when Defendant required Plaintiffs and Aggrieved Employees to report for work, but “furnished less than half said employee’s usual or scheduled day’s work,” Defendant violated Cal. Code Regs., tit. 8 § 11040, subd. 5(A) by failing to pay Plaintiffs and Aggrieved Employees for at least two (2) hours’ worth of work at their regular rate of pay. In addition, when Defendant required Plaintiffs and Aggrieved Employees to respond to and engage in additional work, this resulted in a second reporting for work in a single workday, and Defendant failed to pay these employees reporting time pay as required by Cal. Code Regs., tit. 8, § 11040, subd. 5(B). Further, Defendant failed to advise Plaintiffs and the other Aggrieved Employees of their right to take separately and hourly paid duty-free ten (10) minute rest periods. *See Vaquero v. Stoneledge Furniture, LLC*, 9 Cal. App. 5th 98, 110 (2017). Additionally, pursuant to Labor Code § 204 *et seq.*, Defendant failed to timely provide Plaintiffs and other Aggrieved Employees with their wages. Plaintiffs further contends that Defendant failed to provide accurate wage statements to her, and other Aggrieved Employees, in violation of California Labor Code section 226(a). Specifically, PLAINTIFFS and the AGGRIEVED EMPLOYEES were paid on an hourly basis. As such, the wage statements should reflect all applicable hourly rates during the pay period and the total hours worked, and the applicable pay period in which the wages were earned pursuant to California Labor Code Section 226(a). The wage statements Defendant provided to PLAINTIFFS and the AGGRIEVED EMPLOYEES failed to identify such information. More specifically, the wage statements failed to identify the accurate total hours worked each pay period in violation of Cal. Lab. Code Section 226(a)(2). Additionally, Plaintiffs contends that Defendant failed to comply with Industrial Wage Order 7(A)(3) in that Defendant failed to keep time records showing when Plaintiffs began and ended each shift and meal period. Plaintiffs and other Aggrieved Employees perform tasks that reasonably permit sitting, and a seat would not interfere with their performance of any of their tasks that may require them to stand. Defendant failed to provide Plaintiffs and other Aggrieved Employees with suitable seats. Said conduct, in addition to the foregoing, as well as the conduct alleged in the incorporated Complaint, violates Labor Code §§ 201, 202, 203, 204 *et seq.*, 210, 218, 221, 226(a), 226.7, 227.3, 246, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 1 1070(14) (Failure to Provide Seating), Violation of the applicable Industrial Welfare Commission Wage Order(s), and is therefore actionable under California Labor Code section 2699.3.

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

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

Your earliest response to this notice is appreciated. If you have any questions of concerns, please do not hesitate to contact me at the above number and address.

Respectfully,

/s/ Sergio Julian Puche

Sergio Julian Puche, Esq.

EXHIBIT #3

Blumenthal Nordrehaug Bhowmik DeBlouw LLP

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

INVOICE

Invoice # 1
Date: 10/14/2024
Due On: 11/13/2024

Frances Pardo
5320 Repetto Avenue
Los Angeles, CA 90022

CA2928

Fitness Alliance

Services

Type	Date	Notes	Quantity	Rate	Total
Service	03/12/2023	Review and analyze original intake notes. Legal research regarding related litigation in state and federal court against Defendant. Research Defendant's business operations in CA. Conference with Plaintiff Pardo.	3.90	\$850.00	\$3,315.00
Service	03/20/2023	Review and analyze arbitration agreement. Conference with Plaintiff regarding facts surrounding the signing of agreement. Legal research regarding recent court opinions for procedural and substantive unconscionability.	4.10	\$850.00	\$3,485.00
Service	03/23/2023	Review emails and documents form Plaintiff Pardo regarding workplace discrimination and retaliation claims. Analyze off the clock work tasks. Legal research regarding the same.	3.10	\$850.00	\$2,635.00
Service	03/27/2023	Review entire employment file for legal claims. Analyze all pay statements for 226(a) and overtime claims. Legal research regarding the same. Conference with Plaintiff to discuss claims and obtain facts for complaint.	4.50	\$850.00	\$3,825.00
Service	03/30/2023	Draft original complaint. Review facts and law.	4.60	\$850.00	\$3,910.00
Service	04/21/2023	Draft complaint. Status update to Plaintiff. Research CA sec of state website for additional defendant information.	3.20	\$850.00	\$2,720.00

Service	04/26/2023	Review and revise complaint. Send via email to Plaintiff for approval. Call with Plaintiff to explain terms and process of lawsuit.	2.50	\$850.00	\$2,125.00
Service	04/27/2023	Review documents and complaint. Draft internal case notes memo detailing facts and law.	2.00	\$850.00	\$1,700.00
Service	04/28/2023	Review PAGA claims. Draft PAGA Notice. Upload to LWDA. Status update to Plaintiff.	2.10	\$850.00	\$1,785.00
Service	05/26/2023	Review/analyze claims and docs in comparison to prior settlement and related action; advise team re potential overlap; advise NBB and ND	1.20	\$550.00	\$660.00
Service	05/26/2023	Reveiwed correspondence and send communication to set up meet and confer.	0.50	\$675.00	\$337.50
Service	05/31/2023	Review/analyze Arbitration Agreement; discuss with KN	0.60	\$550.00	\$330.00
Service	06/06/2023	Further review file and arb agreement; prepare for and attend meet and confer call with defense counsel	0.50	\$550.00	\$275.00
Service	06/06/2023	Reveiwed correspondence and attachments from OPC. Discussed with NJD, JSH and team. Set up a Call with OPC.	0.90	\$675.00	\$607.50
Service	06/07/2023	Review/analyze docs sent from Plaintiff; create exhibit book	0.60	\$550.00	\$330.00
Service	06/15/2023	Further correspondence from defense counsel re prior settled matter and potential mediation; assess prior settlement for potential overlap	1.00	\$750.00	\$750.00
Service	07/03/2023	Review file; f/u correspondence with defense counsel re mediation	0.40	\$750.00	\$300.00
Service	07/10/2023	Review correspondence from deference counsel re mediation and size of Aggrieved Employees; advise team	0.40	\$750.00	\$300.00
Service	07/10/2023	Review and analyze employment file of additional rep Johnson. Legal research. Conference with Plaintiff Johnson to discuss facts and claims. Provide status of lawsuit and potential outcomes.	2.80	\$850.00	\$2,380.00
Service	07/13/2023	Review case notes/damage analysis	0.50	\$675.00	\$337.50
Service	07/13/2023	Review & analyze employment file documents	1.50	\$675.00	\$1,012.50
Service	07/14/2023	Review, edit/revise & finalize class action complaint draft	2.20	\$675.00	\$1,485.00
Service	07/14/2023	Draft summons, civil case cover sheet & addendum/ statement of location re class action	0.50	\$675.00	\$337.50
Service	07/14/2023	Review & finalize class action complaint draft; file in LA Sup. Ct.	0.50	\$675.00	\$337.50

Service	07/17/2023	Review court-returned documents re class action; review docket; memo to firm re judicial/departement assignment and status of initial case management conference	0.50	\$675.00	\$337.50
Service	07/17/2023	Review filed complaint. Add case to Master Case Sheet. Create Case Management Flow Chart. Email introductory correspondence to client now that Complaint has been filed.	0.50	\$250.00	\$125.00
Service	07/19/2023	Call from Defense counsel re mediation; advise AJB	0.40	\$750.00	\$300.00
Service	07/25/2023	Review/analyze Defendant's proposed mediations; advise AJB	0.40	\$750.00	\$300.00
Service	07/26/2023	Review and Analyze: Reviewed and analyzed Court's Initial Status Conference Order.	0.30	\$450.00	\$135.00
Service	07/26/2023	Receive and review Lexis notification of Case Update. Obtain and download copy of the Court's Initial Status Conference Order. Circulate to Staff for review and calendaring	0.30	\$250.00	\$75.00
Service	07/26/2023	F/u correspondence with defense counsel re mediation and proposed mediators	0.30	\$750.00	\$225.00
Service	07/27/2023	Review/analyze Order re ISC; circulate and advise team	0.40	\$750.00	\$300.00
Service	08/01/2023	F/u correspondence with defense counsel re mediation availability; advise AJB	0.30	\$750.00	\$225.00
Service	08/01/2023	Confer w JH re service of class action complaint via NAR; prep docs for service; email to OPC with service docs; instruct staff to send hard copies per code re class action	0.75	\$675.00	\$506.25
Service	08/01/2023	Reviewed correspondence from Mediator and ensured dates were calendared and documents downloaded, saved and circulated.	0.30	\$675.00	\$202.50
Service	08/09/2023	Review complaint, analyze, advise ND	2.60	\$450.00	\$1,170.00
Service	08/16/2023	Review/revise mediation data readvise SP	0.40	\$750.00	\$300.00
Service	08/25/2023	Review file and Defendant's Draft Joint ISC Report; advise TM re Plaintiff's portion	0.70	\$750.00	\$525.00
Service	08/28/2023	Draft Case Management Statement: Reviewed file to draft joint initial case management conference statement; began drafting joint initial case management conference statement.	1.60	\$450.00	\$720.00
Service	08/28/2023	Revise complaint, advise ND	2.60	\$450.00	\$1,170.00
Service	08/29/2023	Draft Case Management Statement: Drafted Joint Case Management Statement for upcoming Initial CMC; Revised joint CMC statement; Reviewed Complaint in	2.50	\$450.00	\$1,125.00

		alleged related matter.			
Service	08/29/2023	Review/revise draft joint report; advise TM	0.40	\$750.00	\$300.00
Service	08/29/2023	Communication with AJB. Reviewed, revised, finalized and served Mediation Data Request.	0.80	\$675.00	\$540.00
Service	08/29/2023	Research Case Information re related matter Xavier Lacosta v. Fitness Alliance, LLC, Case No. 37-2023-00020191-CU-OE-CTL and obtain a copy of the operating Complaint (FAC). Save to the file and send to attorney Moran.	0.30	\$250.00	\$75.00
Service	08/29/2023	Draft Stipulation and Proposed Order to Stay Pending Mediation. Forward to Attorney Moran for edit and finalization.	1.00	\$250.00	\$250.00
Service	08/30/2023	Review/revise draft initial joint CMC stmt and draft stip to stay pending mediataion; advise TM	0.60	\$750.00	\$450.00
Service	08/30/2023	Review and Revise: Reviewed and revised Stipulation to Stay matter pending mediation; Email to OPC re Joint Initial CMC and Stipulation to Stay; Email to OPC re e-service provider per Court's Order.	1.00	\$450.00	\$450.00
Service	08/30/2023	Correspondence with Opposing Counsel re: Joint Statement. Send Exhibit 1 to Joint Statement. Arranged for M&C call.	0.50	\$675.00	\$337.50
Service	08/30/2023	Prepare and send email correspondence to Case Anywhere to coordinate and set up e-service with respect to the matter in compliance with the Court Order.	0.30	\$250.00	\$75.00
Service	09/01/2023	Meet and confer with Counsel. Revised and finalized Joint Status Report for service and filing. Revised Stipulation to Stay pending mediation. Sent correspondence to Counsel.	1.60	\$675.00	\$1,080.00
Service	09/01/2023	Discuss with SP re meet and confer call with defense counsel; advise	0.40	\$750.00	\$300.00
Service	09/07/2023	Review the case docket to verify Initial Status Conference hearing is still on calendar for 09/14/2023. Email handling attorneys confirming Initial Status Conference Hearing has been continued per Stip/Order filed.	0.20	\$250.00	\$50.00
Service	09/07/2023	Review employment file of additional Plaintiff Hannah Gansen. Conference with Plaintiff Ganses to discuss claims and facts for amended complaint. Legal research regarding sick pay and vacation pay claims.	3.10	\$850.00	\$2,635.00
Service	09/09/2023	Review and Analyze: Reviewed and analyzed Court's Order re the Parties' stipulation to stay matter pending mediation.	0.30	\$450.00	\$135.00
Service	09/09/2023	Planned and prepared for upcoming Case Management	0.50	\$450.00	\$225.00

Conference; Confirmed CMC continued.					
Service	09/14/2023	Reviewed court's docket to confirm today's Initial Status Conference continued.	0.30	\$450.00	\$135.00
Service	09/18/2023	Correspondence with defense counsel re related matter; research related matter; advise team	0.50	\$750.00	\$375.00
Service	09/18/2023	Conference with additional Plaintiff Christian Verduzco. Review original intake notes. Analyze employment file for all claims. Provide status update.	2.10	\$850.00	\$1,785.00
Service	09/19/2023	Review filed complaint and court documents; review research and analysis prepared by ND and staff; review employment documents; analyze facts and claims; review update from JH; provide input.	2.00	\$950.00	\$1,900.00
Service	09/20/2023	Draft PAGA only complaint	3.75	\$675.00	\$2,531.25
Service	09/20/2023	Draft summons and civil case cover sheet re paga action	0.50	\$675.00	\$337.50
Service	09/20/2023	Review & finalize PAGA only complaint package; file in OC Sup. Ct.	0.50	\$675.00	\$337.50
Service	09/20/2023	Review and analyze PAGA Notice. Discuss with R. Ehmann. Review and revise PAGA only Complaint. Status update to Plaintiff.	1.90	\$850.00	\$1,615.00
Service	09/21/2023	Review court-returned docs; review docket; memo to firm re judicial/department and status of initial case management conference re PAGA action	0.50	\$675.00	\$337.50
Service	09/21/2023	Provide notice to LWDA re PAGA action filing	0.40	\$675.00	\$270.00
Service	09/21/2023	Review filed Paga complaint. Add case to Master Case Sheet. Register to track the case via Lexis-Court Link.	0.30	\$250.00	\$75.00
Service	10/05/2023	Reviewed correspondence case docket and related cases. Discuss with Counsel, AJB and NJD. Drafted JPA and sent to Counsel.	2.10	\$675.00	\$1,417.50
Service	10/07/2023	Review status and emails; review filed PAGA complaint; review issues with related case; review draft JPA; provide input to staff	1.50	\$950.00	\$1,425.00
Service	11/14/2023	Prep documents for service of process re PAGA action; draft NAR; email to OPC w NAR & docs; instruct staff to mail hard copy per code	0.70	\$675.00	\$472.50
Service	11/14/2023	Review correspondence from defense counsel re service of PAGA action; review file, confer with RE, and respond to Defense Counsel accordingly.	0.50	\$750.00	\$375.00
Service	11/14/2023	Review email response from OPC re NAR; review file; meet & confer w JH re response email to OPC	0.50	\$675.00	\$337.50
Service	11/22/2023	File POS of summons w/executed NAR re PAGA action	0.50	\$675.00	\$337.50

Service	11/22/2023	File POS of summons w/executed NAR re CLASS action	0.50	\$675.00	\$337.50
Service	12/04/2023	Call with defense counsel re mediation and PAGA matter; advise team re stip to stay pending mediation	0.40	\$750.00	\$300.00
Service	12/04/2023	Review case status. Draft Stipulation for Order to Stay Matter Pending Mediation.	1.00	\$250.00	\$250.00
Service	12/05/2023	Draft/revise stip to stay PAGA action pending mediation; circulate to Defendant for review	0.50	\$750.00	\$375.00
Service	12/05/2023	Edit and revise Stipulation and Proposed Order to Stay to reflect the PAGA matter only. Forward to Attorney Herman for review.	0.50	\$250.00	\$125.00
Service	12/05/2023	Execute and finalize Proof of Service. Process and submit Stipulation and Proposed Order to Stay Matter Pending Mediation to court for filing via One Legal and serve via email.	0.50	\$250.00	\$125.00
Service	12/11/2023	Review 2802 and rest break claims. Legal research. Status update to Plaintiff.	1.60	\$850.00	\$1,360.00
Service	01/08/2024	F/u correspondence with defense counsel re mediation data	0.40	\$750.00	\$300.00
Service	01/09/2024	Reviewed correspondence re: mediation. Corresponded with Co-counsel and opposing counsel re: Mediation Data.	1.20	\$675.00	\$810.00
Service	02/02/2024	Review court docket and case file. Analyze discovery produced to date. Review data produced by Defendant for mediation purposes. Prepare for mediation.	4.30	\$850.00	\$3,655.00
Service	02/05/2024	Review and analyze pay stub exemplars for wage statement and regular rate claims. Legal research. Calls with 4 Plaintiffs to obtain facts for mediation brief and settlement authority.	5.10	\$850.00	\$4,335.00
Service	02/06/2024	Review/analyze addition documents produced by client for mediation	0.50	\$750.00	\$375.00
Service	02/07/2024	Speak with client in advance of mediation, analyze claims, advise AJB	2.60	\$450.00	\$1,170.00
Service	02/08/2024	Reviewed Defendant's Documents and organized Exhibit book. Updated Med Prep Chart.	5.80	\$675.00	\$3,915.00
Service	02/12/2024	Additional correspondence with expert re mediation data analysis	0.50	\$750.00	\$375.00
Service	02/12/2024	Reviewed case information request from expert. Reviewed exhibits and documents. Responded to Expert.	1.30	\$675.00	\$877.50
Service	02/12/2024	Reviewed correspondence. Followed up with Counsel re: JPA. Call and correspondence with Larry Lee.	0.50	\$675.00	\$337.50

Service	02/13/2024	Review analyze previous PAGA settlements with similar pay periods and claims for mediation valuation.	2.90	\$850.00	\$2,465.00
Service	02/14/2024	Email to expert consultant re analysis chart for mediation.	0.20	\$450.00	\$90.00
Service	02/14/2024	Review and revise JPA. Analyze overlap with related case. Send to 4 Plaintiffs for signatures. Calls and emails to explain terms and obtain signatures.	1.60	\$850.00	\$1,360.00
Service	02/15/2024	Email to and from expert re mediation figures.	0.40	\$450.00	\$180.00
Service	02/15/2024	Email to OPC re mediation figures.	0.20	\$450.00	\$90.00
Service	02/16/2024	Emails to and from OPC re mediation data; Emails to and from expert re mediation data.	0.70	\$450.00	\$315.00
Service	02/16/2024	Review updated mediation data analysis from expert; review docs and revise mediation brief	1.50	\$750.00	\$1,125.00
Service	02/19/2024	Review/analyze updated expert mediation data analysis	0.60	\$750.00	\$450.00
Service	02/19/2024	Speak with client about claims, calculate individual damages, add to case notes, advise AJB	2.60	\$450.00	\$1,170.00
Service	02/21/2024	Prepare for mediation, review and analyze mediation brief, advise AJB	2.60	\$450.00	\$1,170.00
Service	02/22/2024	Review and analyze mediation brief and all mediation materials including expert penalty report and notes and assumptions. Status updates to Plaintiffs.	3.20	\$850.00	\$2,720.00
Service	02/23/2024	Discuss outcome of mediation with AJB; advise team	0.40	\$750.00	\$300.00
Service	02/23/2024	Prep and appear for mediation.	6.00	\$895.00	\$5,370.00
Service	02/28/2024	Reviewed Plaintiff's newly provided documents.	0.50	\$450.00	\$225.00
Service	03/04/2024	Review and analyze settlement agreement terms. Review mediation notes. Send agreement to 4 Plaintiffs for signatures. Follow up emails and calls to explain terms and process of settlement pay out.	1.50	\$850.00	\$1,275.00
Service	03/06/2024	Review/analyze mediators proposal; discuss with AJB	0.50	\$750.00	\$375.00
Service	03/15/2024	Reviewed and analyzed Defendant's Motion to Compel Arbitration.	1.40	\$450.00	\$630.00
Service	03/18/2024	Review file; discuss status of mediator's proposal with AJB; review/revise draft Post-Mediation Status Report; circulate to Defense Counsel for review	1.40	\$750.00	\$1,050.00
Service	03/20/2024	Reviewed Court's docket and file in preparation for upcoming Status Conference.	0.30	\$450.00	\$135.00
Service	03/25/2024	Reviewed file and pertinent documents to draft CMC statement; Drafted Initial CMC statement for upcoming Initial CMC.	1.20	\$450.00	\$540.00

Service	03/25/2024	Reviewed Court docket in preparation for upcoming Status Conference.	0.30	\$450.00	\$135.00
Service	03/26/2024	Reviewed Court's minute order continuing CMC.	0.20	\$450.00	\$90.00
Service	03/26/2024	Review Minute Order; circulate and advise team	0.30	\$750.00	\$225.00
Service	03/26/2024	Review ROA and download Court issued Minute Order. Circulate to team and upload to electronic file accordingly.	0.30	\$250.00	\$75.00
Service	03/26/2024	Planned and prepared for upcoming Initial Status Conference.	1.00	\$450.00	\$450.00
Service	03/27/2024	Attended Post Mediation Status Conference; Email to firm re status of case following status conference; Advised HD re notice of hearing.	1.50	\$450.00	\$675.00
Service	03/27/2024	Review/analyze Mediator's proposal and acceptance; discuss MOU with AJB; review OSC stmt filed by Defendant	0.50	\$750.00	\$375.00
Service	03/27/2024	Reviewed Defendant's Statement re Order to Show Cause Hearing.	0.30	\$450.00	\$135.00
Service	03/27/2024	Reviewed and revised Notice of Ruling re Status Conference; advised HD re service and filing of NOR.	0.40	\$450.00	\$180.00
Service	03/27/2024	Draft Notice of Ruling and Continued Status Conference and OSC. Forward to Attorney Moran for review and finalization.	0.70	\$250.00	\$175.00
Service	03/27/2024	Execute and finalize Proof of Service. Process and submit Notice of Ruling and Continued Status Conference and OSC to court for filing via One Legal and serve via Case Anywhere.	0.50	\$250.00	\$125.00
Service	03/28/2024	Review/analyze MOU	0.40	\$750.00	\$300.00
Service	04/02/2024	Review/analyze Defendant's proposed revisions to MOU; discuss with AJB	0.40	\$750.00	\$300.00
Service	04/03/2024	Review further revisions to MOU	0.30	\$750.00	\$225.00
Service	04/04/2024	Planned and prepared for upcoming CMC and OSC.	0.80	\$450.00	\$360.00
Service	04/04/2024	Review final MOU; discuss with NB re longform	0.50	\$750.00	\$375.00
Service	04/05/2024	Attended CMC and OSC hearing; advised firm re status following hearings; advised HD re notice and proposed order.	2.00	\$450.00	\$900.00
Service	04/05/2024	Discussed MOU Settlement in class and PAGA with TM and NJD. reviewed and revised correspondence	1.20	\$675.00	\$810.00
Service	04/05/2024	Draft Notice of Ruling. Forward to Attorney Moran for review and finalization.	0.50	\$250.00	\$125.00

Service	04/05/2024	Draft Proposed Order Authorizing Electronic Service (Case Anywhere) Forward to Attorney Moran for review and finalization.	0.50	\$250.00	\$125.00
Service	04/05/2024	Discuss with TM re CMC and next steps; corresp. with AJB re class claims; review final MOU	1.00	\$750.00	\$750.00
Service	04/05/2024	Review MOU. Draft/send corr to defendant re same.	1.00	\$895.00	\$895.00
Service	04/05/2024	Review status and proposed settlement terms; review draft MOU; respond as to settlement issues and MOU	0.60	\$950.00	\$570.00
Service	04/08/2024	Further discuss MOU with team and AJB to ascertain course of action for consolidation and dismissal of unrelease claims	0.60	\$750.00	\$450.00
Service	04/08/2024	review MOU, analyze re approval issues. Advise RE.	2.75	\$995.00	\$2,736.25
Service	04/08/2024	Reviewed MOU, case notes and pleadings. Reviewed, revised and finalized Request for Dismissal without prejudice of Class claims and corresponding declaration. Arranged for service and filing.	1.90	\$675.00	\$1,282.50
Service	04/09/2024	Review/revise amended PAGA notice; advise SP and discuss with ND	0.50	\$750.00	\$375.00
Service	04/09/2024	Drafted amended PAGA notice and complaint to add Plaintiff's Verduzco, Johnson and Gansen. Discuss with JSH and NJD. Sent to Counsel for approval. Communication with Counsel re: drafts.	2.90	\$675.00	\$1,957.50
Service	04/09/2024	Execute and finalize Proof of Service. Process and submit Request and Proposed Order for Dismissal of Action to court for filing via One Legal and served via Case Anywhere.	0.50	\$250.00	\$125.00
Service	04/11/2024	Reviewed, revised and finalized PAGA Letter for Certified mail, email and uploading to the LWDA. Arranged for service via Certified mail. Uploaded to the LWDA. Sent Courtesy Copy to the Defendant and Co-Counsel.	1.40	\$675.00	\$945.00
Service	04/11/2024	Review draft stip to amend complaint; discuss with SP and advise	0.40	\$750.00	\$300.00
Service	04/12/2024	Reviewed Court's order re dismissal without prejudice.	0.20	\$450.00	\$90.00
Service	04/22/2024	Review file; advise team re amended complaint and MTC Arb withdrawal	0.30	\$750.00	\$225.00
Service	04/22/2024	Email to and from OPC re MTC Arb withdrawal.	0.40	\$450.00	\$180.00
Service	04/24/2024	Reviewed email re withdrawal of Defendant's motion to compel arbitration.	0.20	\$450.00	\$90.00
Service	05/17/2024	Review & analyze draft Third Amended Complaint; send proposed edits to co-counsel	2.00	\$675.00	\$1,350.00

Service	05/23/2024	Reviewed Court's minute order re status conference.	0.20	\$450.00	\$90.00
Service	06/02/2024	Review & analyze co-counsel draft of long form PAGA Agreement; memo to co-counsel re proposed edits & revisions	3.00	\$675.00	\$2,025.00
Service	06/03/2024	Emails to and from OPC re motion for preliminary approval.	0.60	\$450.00	\$270.00
Service	06/03/2024	Review/analyze draft longform agreement prepared by co-counsel; discuss with RE	1.00	\$750.00	\$750.00
Service	06/03/2024	Review & edit memo to co-counsel Simon Yang re proposed/potential edits to long form PAGA Agreement; email to Yang	0.75	\$675.00	\$506.25
Service	06/03/2024	Review status of settlement; review amended PAGA notice; review draft of long form agreement; provide input	1.00	\$950.00	\$950.00
Service	06/04/2024	Planned and prepared for upcoming call with OPC re preliminary approval.	0.50	\$450.00	\$225.00
Service	06/05/2024	Telephone call with OPC re PAGA settlement approval documents.	0.60	\$450.00	\$270.00
Service	06/20/2024	Review co-counsel revisions to longform	0.40	\$750.00	\$300.00
Service	06/20/2024	Review updated long form settlement agreement from co-counsel; email to co-counsel re same	0.50	\$675.00	\$337.50
Service	07/11/2024	Review/analyze additional proposed revisions to longform	0.40	\$750.00	\$300.00
Service	07/15/2024	Reviewed file to draft Joint CMC Statement; Drafted Joint CMC Statement.	1.00	\$450.00	\$450.00
Service	07/16/2024	Review/revise draft CMC stmt; advise TM	0.40	\$750.00	\$300.00
Service	07/16/2024	Discussed status with team to draft joint statement; emails to and from OPC re joint CMC statement; finalized, signed, and advised HD re joint CMC Statement.	1.20	\$450.00	\$540.00
Service	07/16/2024	Confer w TM re draft joint cmc statement; review file; email to TM re current status of long form Agreement	0.30	\$675.00	\$202.50
Service	07/16/2024	Execute and finalize Proof of Service. Process and submit Joint Case Management Statement to Court for filing via One Legal and serve via email.	0.50	\$250.00	\$125.00
Service	07/17/2024	Reviewed Court's order re continuance of CMC.	0.20	\$450.00	\$90.00
Service	07/24/2024	Review file; follow up with co-counsel re status of final agreement	0.30	\$675.00	\$202.50
Service	08/04/2024	Review file; drafted Declaration of Plaintiff Pardo in support of PAGA Approval Motion.	2.50	\$450.00	\$1,125.00

Service	08/04/2024	Drafted Declaration of Plaintiff Verduzco in support of PAGA Approval Motion; Drafted Declaration of Plaintiff Gansen in support of PAGA Approval Motion; Drafted Declaration of Plaintiff Johnson in support of PAGA Approval Motion.	3.00	\$450.00	\$1,350.00
Service	08/07/2024	Review file; confer w JH/email to JH re status of PAGA approval; next steps	0.40	\$675.00	\$270.00
Service	08/14/2024	Review file; discuss with RE re status of longform agreement; confer with co-counsel re same	0.30	\$750.00	\$225.00
Service	08/15/2024	F/u corresp with defense counsel and co counsel re longform; integrate all signatures and circulate fully executed copy	0.40	\$750.00	\$300.00
Service	08/16/2024	Email to client Pardo re Declaration ISO PAGA approval; Email to client Verduzco re Declaration ISO PAGA approval; Email to client Johnson re Declaration ISO PAGA approval; Email to client Gansen re Declaration ISO PAGA approval; advised TG re declarations for signature.	0.80	\$450.00	\$360.00
Service	08/16/2024	Email to and from client Gansen re facts for declaration ISO PAGA approval.	0.40	\$450.00	\$180.00
Service	08/20/2024	Telephone call with client re declaration ISO PAGA Approval; revised client declaration ISO PAGA Approval; email to client re declaration, advised TG re correspondence.	0.90	\$450.00	\$405.00
Service	08/20/2024	Reviewed co-Plaintiff's CMC statement.	0.40	\$450.00	\$180.00
Service	10/08/2024	Reviewed and analyzed draft of joint status report; email from OPC re joint report.	0.40	\$450.00	\$180.00
Service	10/10/2024	Review file; emails to and from OPC re joint report; discussed status of case with team; revised joint report.	1.50	\$450.00	\$675.00
Service	10/11/2024	Review status; review draft motion; review billing and memo to staff	1.00	\$950.00	\$950.00
Service	10/11/2024	Review/analyze draft PAGA Approval motion prepare by co-counsel; discuss with KN	1.50	\$750.00	\$1,125.00
Service	10/14/2024	Draft declaration ISO motion; finalize billing statement; prepare exhibits; review and revise declaration; email co-counsel	2.50	\$950.00	\$2,375.00
Service	10/14/2024	Update client decs; email to co-counsel	0.50	\$950.00	\$475.00
Service	10/14/2024	Review and revise declaration and exhibits	1.00	\$950.00	\$950.00
Services Subtotal				\$141,585.00	

Expenses

Type	Date	Notes	Quantity	Rate	Total
Expense	04/28/2023	PAGA Filing Fee	1.00	\$75.00	\$75.00
Expense	06/07/2023	Docs purchased from Court website	1.00	\$6.20	\$6.20
Expense	07/17/2023	Onelegal/Court Fee	1.00	\$1,494.99	\$1,494.99
Expense	08/01/2023	Mediation Fees - Ortman	1.00	\$7,500.00	\$7,500.00
Expense	08/02/2023	LexisNexis	1.00	\$117.00	\$117.00
Expense	09/01/2023	Lexis Nexis	1.00	\$281.00	\$281.00
Expense	09/21/2023	Onelegal/Court Fees	1.00	\$1,492.98	\$1,492.98
Expense	10/02/2023	LexisNexis	1.00	\$198.00	\$198.00
Expense	11/05/2023	Case Anywhere.	1.00	\$98.49	\$98.49
Expense	11/23/2023	Onelegal/Court Fees	1.00	\$15.65	\$15.65
Expense	11/27/2023	Onelegal/Court Fees	1.00	\$13.33	\$13.33
Expense	11/29/2023	Onelegal/Court Fees	1.00	\$51.48	\$51.48
Expense	12/03/2023	LexisNexis	1.00	\$231.00	\$231.00
Expense	12/06/2023	One Legal Invoice No. 05550880	1.00	\$1,492.98	\$1,492.98
Expense	12/12/2023	One Legal Invoice No. 05565231	1.00	\$51.48	\$51.48
Expense	02/05/2024	Case Anywhere Fee.	1.00	\$147.00	\$147.00
Expense	02/28/2024	Berger Consulting Group.	1.00	\$11,840.00	\$11,840.00
Expense	05/07/2024	Case Anywhere Fee	1.00	\$189.00	\$189.00
Expense	07/16/2024	One Legal Invoice No. 06203490	1.00	\$15.39	\$15.39
Expense	08/03/2024	Caseanywhere	1.00	\$147.00	\$147.00
Expenses Subtotal					\$25,457.97

Time Keeper	Quantity	Rate	Total
AJ Bhowmik	7.0	\$895.00	\$6,265.00
Norm Blumenthal	2.75	\$995.00	\$2,736.25
Scott Blumenthal	13.0	\$450.00	\$5,850.00
Nicholas De Blouw	60.1	\$850.00	\$51,085.00
Ricardo Ehmann	21.55	\$675.00	\$14,546.25
Jeffrey Herman	23.4	\$750.00	\$17,550.00

Jeffrey Herman	2.9	\$550.00	\$1,595.00
Trevor Moran	32.9	\$450.00	\$14,805.00
Kyle Nordrehaug	10.1	\$950.00	\$9,595.00
Sergio Puche	22.9	\$675.00	\$15,457.50
Heather Drosi	8.4	\$250.00	\$2,100.00
Subtotal			\$167,042.97
Total			\$167,042.97

Detailed Statement of Account

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
1	11/13/2024	\$167,042.97	\$0.00	\$167,042.97
Outstanding Balance				\$167,042.97
Total Amount Outstanding				\$167,042.97

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

Please pay within 30 days.