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SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF PLACER

CARMEN GARCIA, individually and
on behalf of the State of California, as a
private attorney general, CHANCE
MACAIRE, and ARTURO
SARMIENTO III, on behalf of the State
of California, as private attorneys
general,

Plaintiffs,

vs.

CALIBER HOLDINGS OF
CALIFORNIA, LLC; CALIBER
HOLDINGS, LLC.; CALIBER
HOLDINGS CORPORATION;
PHILLIP TARIN, an individual; and
Does 1 through 20, inclusive,

Defendants.

Case No.: **S-CV-0050365**

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

Hearing Date: December 10, 2024

Hearing Time: 8:30 a.m.

Judge: Hon. Alan V. Pineschi

Dept.: 42

Action Filed: April 24, 2023

Trial Date: Not Set

1 I, Kyle Nordrehaug, declare as follows:

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

8 2. A true and correct copy of the fully executed PAGA Settlement Agreement
9 (“Agreement”) with Defendants Caliber Holdings Of California, LLC, Caliber Holdings LLC
10 (“Caliber”), Caliber Holdings Corporation, and Phillip Tarin (“Defendants”) is attached as
11 Exhibit #1. A proposed order approving the PAGA settlement is submitted herewith.

12 3. PAGA Counsel mailed the necessary correspondence to the California Labor
13 and Workforce Development Agency (“LWDA”) on April 14, 2023, on behalf of Plaintiff
14 Garcia; on March 3, 2023 on behalf of Plaintiff Chance Macaire; and June 21, 2024 on behalf
15 of Plaintiff Sarmiento III, requesting authorization from the LWDA to seek civil penalties as
16 provided by the Private Attorney General Act of 2004 (“PAGA”) for the wage and hour
17 violations alleged in the PAGA Notice. A true and correct copy of the PAGA Notices by
18 Plaintiff Macaire and Sarmiento are attached hereto as Exhibit #5. The 65-day notice period
19 for the LWDA to notify of its intent to investigate expired on June 18, 2023 as to Plaintiff
20 Garcia; May 7, 2023 as to Plaintiff Macaire; and August 25, 2024 for Plaintiff Sarmiento III.
21 On October 9, 2024, Plaintiffs filed a First Amended Representative Action Complaint
22 (“Operative Complaint”) in this Court against Defendants, alleging individual claims on behalf
23 of Plaintiffs and a cause of action for recovery of civil penalties for Violation of the PAGA
24 [Labor Code §§ 2698, *et seq.*]. Plaintiffs and Defendants agreed to mediate with Michael
25 Dickstein Esq. Prior to the mediation, the Parties conducted significant investigation and
26 discovery of the facts and law. Caliber produced hundreds of documents relating to its policies,
27 practices, and procedures regarding paying non-exempt employees for all hours worked,
28

1 overtime, meal and rest period policies, payroll and operations policies, and more. Plaintiffs
2 were provided with sufficient records and data to determine the number of PAGA Members
3 and the number of pay periods in the PAGA Period. The Parties agree that the above-described
4 investigation and evaluation, as well as the information exchanged during the settlement
5 negotiations, are more than sufficient to assess the merits of the Parties' positions and to
6 compromise the issues on a fair and equitable basis. Plaintiffs' theory of PAGA liability as
7 argued at mediation alleged that Defendants are liable for miscalculating overtime, meal period
8 premiums, and sick pay as a result of not including certain remunerations into the regular rate.
9 For example, the following additional remunerations were not fully incorporated into the
10 regular rate for the purpose of paying the correct rate: Q CSEP BONUS, Bonus Non-
11 Discretionary Amt, CSEP Bonus Amt, GM Bonus Amt, GM Other Bonus Amt, ProTech
12 Bonus Amt, Purchase Power Amt, TAPS Bonus Amt, Tech Bonus Amt. Plaintiffs expert
13 determined that 40.8% of PAGA Members and 3.9% of pay periods had overtime and
14 additional remunerations, 14.5% of PAGA Members and .5% of pay periods had meal
15 premiums and additional remunerations, and 16.7% of PAGA Members and .5 % of pay
16 periods had sick pay and additional remunerations, creating regular rate issues. Plaintiffs also
17 alleged at mediation that Defendants did not provide all meal periods and rest breaks to which
18 the PAGA Members were entitled, identifying through their expert that 49,186 pay periods in
19 the PAGA period exhibiting at least one meal break violation. As for rest breaks, Defendants
20 routinely caused interruptions by requiring PAGA Members to answer phone calls and remain
21 on Defendants' premises. Plaintiffs also alleged at mediation that there were 215,428 unpaid
22 off-the-clock hours due to the work performed by Plaintiffs and the PAGA Members during
23 meal and rest breaks, and during overtime when Plaintiffs and other PAGA Members were
24 instructed to clock out and finish the day's tasks. Plaintiffs also alleged at mediation that
25 Defendants failed to reimburse for all reasonable expenses incurred by PAGA Members.
26 Namely, Plaintiffs and PAGA Members were required to use their personal cell phones,
27 without reimbursement, for work-related matters to communicate with their supervisors.
28

1 Lastly, Plaintiffs also alleged at mediation that Defendants issued inaccurate wage statements
2 to the PAGA Members by failing to itemize all hours worked, all applicable hourly rates, and
3 the total hour worked at each rate. On May 23, 2024, the Parties engaged in an all-day
4 mediation session before Mediator Dickstein, a respected and experienced mediator
5 knowledgeable of both the wage and hour laws and representative claims at issue in this action.
6 Through arms-length negotiations with the assistance of the mediator, the Parties reached an
7 agreement to settle the PAGA claims in this action which led to the signing of a Memorandum
8 of Understanding memorializing the settlement.¹ The settlement was negotiated in light of all
9 known facts and circumstances and the uncertainty associated with litigation – including the
10 risk of Plaintiffs not being able to maintain representative claims, the difficulty of proving
11 Plaintiffs’ claims in a manageable trial, the merits of Defendants’ potential defenses, and the
12 significant delay and potential appellate issues inherent to litigation – and was reached after
13 extensive arm’s length negotiations, with the assistance of Mediator Dickstein.

14 4. The claim before this Court is solely the representative claim under
15 PAGA on behalf of the State of California for civil penalties pursuant to the PAGA. The
16 parties have agreed to settle this PAGA claim in its entirety after investigation and an arm’s
17 length mediation session. The PAGA settlement is subject to Court approval consistent with
18 Labor Code §2699(1)(2). (Agreement at ¶ 53). The Agreement negotiated by the Parties
19 provides for a “Maximum Settlement Amount” payment in the amount of \$4,090,000.00 to
20 resolve the Released Claims. From this PAGA Settlement of \$4,090,000.00, there is a
21 deduction of attorneys’ fees (“Attorneys’ Fees”) in the amount of \$1,363,333.33 (which is
22 one-third of the PAGA Settlement), reimbursement of incurred litigation costs (“Litigation
23

24 ¹ In addition to the Maximum Settlement Amount, Caliber has agreed to separately settle each
25 Plaintiffs’ individual claims pursuant to separate confidential Individual Settlement Agreements
26 (“Individual Settlements”) (Settlement Agreement at ¶ 70). The individual claims exist independent
27 and apart from the PAGA claims at issue before the Court. *See Kim v. Reins Int’l Cal., Inc.*, 9 Cal. 5th
28 73, 80 (2020) (the “[s]ettlement of individual claims does not strip an Aggrieved Employee of
standing, as the state’s authorized representative, to pursue PAGA remedies” nor resolve the PAGA
claims.).

Costs”) in an amount not to exceed \$40,000.00, a service enhancement of \$10,000 to each Plaintiff (“Service Enhancement”) and Settlement Administration Costs (“Settlement Administration Expenses”) estimated to be \$34,000.00. (Agreement at ¶¶ 48).² After these deductions, the amount remaining is the “Net Settlement Amount”, which is estimated to be \$2,622,666.67. Of the Net Settlement Amount, seventy-five percent (75%) will be paid to the LWDA and the remaining twenty-five percent (25%) will be paid to the PAGA Members (Agreement at ¶ 48(d)). “PAGA Member(s)” means all individuals employed by Caliber Holdings, LLC., as non-exempt employees in California during the PAGA Period. The PAGA Period is the period between May 27, 2022 to August 27, 2024. (Settlement Agreement at ¶ 21). The PAGA Settlement Payments for each PAGA Member shall be based on the Covered PAGA Pay Periods each PAGA Member worked, as a percentage of the total Covered PAGA Pay Periods worked by all PAGA Members.³ The Covered PAGA Pay Period is the period between May 27, 2022 to August 27, 2024. (Agreement at ¶ 7). For mediation, Caliber represented that there are approximately 9,000 PAGA Members who collectively worked approximately 544,907 pay periods during the PAGA Period. (Agreement at ¶ 49). Upon entry of final judgment, the Caliber Releasees shall be entitled to a release from the PAGA Members for any “Released Claims”, which means all claims for PAGA civil penalties under the California Labor Code, Wage Orders, regulations, and/or other provisions of law that were

² If the Court approves Litigation Costs and/or Attorneys’ Fees less than the amounts requested, the Administrator will allocate the remainder of these amounts to the PAGA Settlement Fund. (Settlement Agreement at ¶ 48(e)). To the extent the Settlement Administration Expenses are less, or the Court approves payment less than \$34,000, the Administrator will allocate the remainder of this amount to the PAGA Settlement Fund (*Id.* at ¶ 48(e)). In the event the Settlement Enhancement is approved for less than \$10,000.00 to each Plaintiff, the unawarded difference will be added to the PAGA Settlement Fund for distribution and not paid to Plaintiff, Plaintiffs’ Counsel, or Caliber. (*Id.* at ¶ 48(e)).

³ See Settlement Agreement at ¶ 48(d)(ii) (“The remaining twenty-five percent (25%) of the Net Settlement Amount will be the PAGA Settlement Fund and will be distributed as PAGA Settlement Payments to the PAGA Members based on their eligible employee service time for Covered PAGA Pay Periods, as reflected on Caliber’s internal records. PAGA Settlement Payments will be calculated as follows: the numerator shall be the number of the PAGA Member’s individual Covered PAGA Pay Periods; the denominator shall be the total Covered PAGA Pay Periods for all PAGA Members; this fraction shall be multiplied by the PAGA Settlement Fund.

1 asserted, or are reasonably related to those asserted in the Complaints in the Garcia Action and
2 Macaire Action, the PAGA letters to the LWDA, and any amendments thereto, or that could
3 have been asserted based on the facts in the Complaints in the Garcia Action and Macaire
4 Action, the PAGA letters to the LWDA, and any amendments thereto; or are reasonably related
5 to those claims that could have been asserted based on the facts in the Complaints in the Garcia
6 Action and Macaire Action, the PAGA letters to the LWDA, and any amendments, which
7 occurred during the Covered PAGA Pay Periods (collectively the “Released Claims”).
8 (Agreement at ¶ 23). Released Claims include, but are not limited to, claims for failure to pay
9 minimum wage, failure to pay overtime or pay overtime at the correct rate of pay, failure to
10 pay for all hours worked (off-the-clock work), failure to pay double time, failure to pay non-
11 productive time pay, failure to pay all wages or pay all wages at the correct rate, failure to pay
12 reporting time pay, failure to properly pay for sick time including paying sick time at the
13 correct rate, failure to pay all vested vacation and holiday time including vacation time at the
14 correct rate of pay, failure to provide meal periods, failure to provide rest periods, failure to
15 pay meal and rest premiums at the correct rate of pay, failure to timely pay final wages and
16 wages earned during employment, failure to provide reimbursement for necessary business-
17 related expenditures, failure to maintain wage-related records and/or furnish accurate wage
18 statements, failure to provide employment records upon request, unlawful deductions, failure
19 to provide suitable seating, and includes all such claims from May 27, 2022 through August
20 27, 2024. Class claims, claims outside the Covered PAGA Pay Period, and Plaintiffs’
21 respective non-PAGA individual claims that are subject to a separate releases, are expressly
22 not released as part of the Released Claims. (*Id.*)

23 5. Attorneys’ Fees equal to one-third of the Maximum Settlement Amount
24 (\$1,363,333.33), a Service Enhancement of \$10,000 per Plaintiff, and Plaintiffs’ Counsel’s
25 Litigation Costs in an amount not to exceed \$40,000 will also be paid to Plaintiffs’ Counsel as
26 part of the settlement in accordance with California Labor Code § 2699(g)(1), as set forth in
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1 the Agreement.⁴ Lastly, payment to the Administrator in an amount estimated at \$34,000 to
2 perform the administrative duties to distribute the settlement money shall also be paid.

3 6. As experienced counsel, we believe that the PAGA Settlement is fair and
4 reasonable and therefore should be approved in light of Defendants' potential defenses to the
5 violations at issue, the risks and costs of continued litigation. Here, the Maximum PAGA
6 Settlement Amount of \$4,090,000.00 is more than other PAGA settlements as it constitutes
7 approximately \$7.51 per pay period. This PAGA Settlement amount compares favorably to
8 the estimated amount of PAGA penalties. With the assistance of an expert, Plaintiffs
9 calculated that the maximum amount of statutory PAGA civil penalties was potentially
10 \$54,490,700 based on 544,907 pay periods applicable to the PAGA Members during the
11 PAGA Period. Importantly, however, these calculations were performed at the maximum
12 statutory rate for the penalties, when in fact, it is likely that any penalties awarded would be at
13 a lower rate. California Labor Code Section 2699(e)(1) permits a Court to award a lesser
14 amount than the maximum civil penalty if based on the facts and circumstances to do otherwise
15 would result in an award that is "unjust, arbitrary and oppressive or confiscatory." In
16 *Carrington v. Starbucks Corp.*, 30 Cal. App. 5th 504 (2018), the Court of Appeal affirmed a
17 judgment after trial which only provided for a PAGA penalty of \$5 per pay period. Therefore,
18 at trial, any PAGA penalties awarded could be significantly less than Plaintiff's calculation
19 even where Plaintiff prevailed on the PAGA claim. If the amount of \$5 per pay period from
20 *Carrington v. Starbucks* is used, the potential recovery of civil penalties would be only
21 \$2,724,535, which is far less than this settlement provides.

22 7. Here, Plaintiffs would need to prove that each PAGA Member suffered a
23 violation for each period the employee worked in relation to meal or rest period violations,
24 failure to pay minimum wages, failure to pay overtime and sick pay wages, failure to provide
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26 ⁴ As set forth in the accompanying Declaration of Kyle Nordrehaug and Declaration of Timothy Del
27 Castillo, Plaintiffs' Counsel collectively incurred costs in the total amount of \$29,470.74, which is less
28 than the cost allocation in the Settlement Agreement. See Declaration of Kyle Nordrehaug at ¶ 9 and
Declaration of Timothy Del Castillo at ¶ 24.

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

3 8. Plaintiffs' Counsel seek approval of attorneys' fees from the PAGA settlement
4 in the amount of \$1,363,333.33 representing one-third of the \$4,090,000 Maximum Settlement
5 Amount. The payment of attorneys' fees and costs to PAGA Counsel under the Agreement is
6 supported by several factors. First, the requested fees are justified by the result achieved.
7 PAGA Counsel negotiated a recovery of \$4,090,000.00, and this result justifies the requested
8 fees equal to one third of this recovery. This percentage is within the standard contingent
9 recovery percentage of one-third, and this percentage is what was expressly approved by the
10 Supreme Court in *Laffitte v. Robert Half Int'l Inc.*, 1 Cal.5th 480, 504, (2016). Second, the fee
11 award is justified by the work performed and contributions to the case. Second, the fee award
12 is justified by the work performed and contributions to the case. Here, the fee award is
13 supported by Plaintiffs' Counsel's current, combined lodestar of \$441,167.50, and thus
14 represents a reasonable multiplier of less than 3.1. As detailed in the accompanying billing
15 statement, true and correct copies of which are attached hereto as Exhibit #2, the current
16 lodestar for my firm in this matter as of November 12, 2024 is \$269,167.50 for more than 348
17 hours of work prosecuting the claims being resolved by this Settlement. This time does not
18 include time incurred after the billing was finalized and the time spent managing the
19 completion of the settlement, which I estimate will add another \$20,000 in additional lodestar.
20 Third, the consideration of the enhancement factors would justify the enhancement of the
21 lodestar. Courts multiply the lodestar by a factor to account for the risk of non-payment, delay
22 in payment, the quality of work, and the novelty and difficulty of the issues involved. Here,
23 where an enhancement would be warranted, the fee award is reasonable under the lodestar
24 crosscheck.

25 9. The award of litigation expenses is based upon the actual expenses incurred by
26 Plaintiffs' Counsel, which currently total a combined are \$29,470.74 which is less than the
27 \$40,000 allocation for costs in the Agreement, so the difference of \$10,529.26 will be added
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1 to the PAGA Payment amount. The litigation expenses incurred by my firm in the amount of
2 \$18,327.52 were all reasonably necessary to the litigation and are detailed in Exhibit #2
3 attached hereto.

4
5 Experience and Qualifications

6 10. I have represented hundreds of thousands of employees in hundreds of legal
7 matters, including PAGA lawsuits and hundreds of employment class actions. Blumenthal
8 Nordrehaug Bhowmik De Blouw LLP's practice is devoted almost entirely to the prosecution
9 of wage and hour class action and PAGA action matters. The attorneys at Blumenthal
10 Nordrehaug Bhowmik De Blouw LLP have been appointed lead counsel in hundreds of
11 contested motions for class certification including many consolidated wage and hour matters.

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

2 (b) Blumenthal Nordrehaug Bhowmik De Blouw LLP has litigated hundreds
3 of PAGA claims. In particular, in the last several years Blumenthal Nordrehaug Bhowmik De
4 Blouw LLP negotiated court-approved PAGA settlements, which include the following
5 examples: (i) Mattress Firm in the amount of \$3,750,000 (*Miller v. Mattress Firm*, Santa Clara
6 County Superior Court Case No. 17CV313148); (ii) CH Robinson in the amount of \$630,000
7 (*Poublon v. C.H. Robinson*, U.S.D.C. Central District of California Case No. 12-06654); (iii)
8 Accentcare in the amount of \$500,000 (*Lanuza v. Accentcare*, San Francisco Superior Court
9 Case No. CGC-18-565521); (iv) Prime Healthcare in the amount of \$700,000 (*Ortega v. Prime*
10 *Healthcare Paradise Valley, LLC*, Superior Court of California for the County of San Diego,
11 Case No. 37-2014-00011240); (v) Planet Beauty in the amount of \$200,000 (*Sanchez v. Beena*
12 *Beauty Holding, Inc.*, Superior Court of California for the County of Los Angeles, Case No.
13 BC566065); (vi) Holman Automotive Group in the amount of \$580,000 (*Gabriel v. KUNI*
14 *SDI, LLC, et al.*, Superior Court of California for the County of San Diego, Case No. 37-2017-
15 00025191); (vii) Aircraft Service International in the amount of \$1,100,000 (*Martin v. Aircraft*
16 *Service International, Inc., et al.*, Superior Court of California, County of San Francisco Case
17 No. CGC-18-566072); (viii) Easy Driving School in the amount of \$896,000 (*Thomas v. Easy*
18 *Driving School*, Superior Court for the County of San Diego, Case No. 37-2018-00047639);
19 (ix) Café Rio in the amount of \$835,000 (*Quincho v. Café Rio*, Superior Court for the County
20 of San Bernardino, Case No. CIVDS2011822); (x) Altamed in the amount of \$1,570,000
21 (*Meek v. Altamed Health Services*, Superior Court for the County of Los Angeles, Case No.
22 20STCV47464); (xi) Lululemon in the amount of \$1,200,000 (*O'Donnell v. Lululemon USA,*
23 *Inc.*, Superior Court for the County of Ventura, Case No. 56-2020-00542441); (xii)
24 Yourmechanic in the amount of \$1,285,000 (*Provost v. Yourmechanic, Inc.*, Superior Court
25 for the County of San Diego, Case No. 37-2017-00024056); (xiii) Altamed in the amount of
26 \$1,570,000 (*Meek v. Altamed Health Services*, Superior Court for the County of Los Angeles,
27 Case No. 20STCV47464); (ix) Oakhurst in the amount of \$380,000 (*Neff v. Oakhurst*
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1 *Industries*, Superior Court for the County of Los Angeles, Case No. 21STCV21110); (x)
2 Gurnick Academy of Medical Arts in the amount of \$545,000 (*Serna v. Gurnick Academy of*
3 *Medical Arts*, Superior Court for the County of San Mateo, Case No. 22-CIV-01185); and, (xi)
4 Lululemon USA in the amount of \$1,050,000 (*Ruiz v. Lululemon USA*, Superior Court for the
5 County of Riverside, Case No. CVRI2306367). Based upon our significant experience
6 litigating claims for PAGA penalties, the opinion of experienced counsel is that this is an
7 excellent settlement and the PAGA payment here is greater on a per pay period basis than
8 similar settlements that my firm has previously negotiated, and which courts have approved.

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

10 (d) Over the course of the litigation, a number of attorneys in my firm have
11 worked on this matter. Their credentials are reflected in the Blumenthal Nordrehaug Bhowmik
12 De Blouw LLP firm resume, a true and correct copy of which is attached hereto as Exhibit #3.
13 Some of the major cases our firm has undertaken are also set forth in Exhibit #3. The bulk of
14 the attorneys involved in this matter at Blumenthal Nordrehaug Bhowmik De Blouw LLP have
15 had extensive representative and class litigation experience, much of it in the area of consumer
16 class actions, employment class actions, securities litigation, unfair business practices and
17 other complex litigation. The attorneys at my firm have extensive experience in cases
18 involving labor code violations and overtime claims. Class Counsel has litigated similar wage
19 and hour cases against other employers on behalf of employees, including cases against Sharp
20 Healthcare, Walmart, Legoland, See's Candies, Securitas, Okta, El Pollo Loco, Automobile
21 Association, Marriott, Total Renal, Solarcity, Penske, Universal Protection Services, Panda
22 Express, Redfin, Instacart, Verizon, Apple, Wells Fargo, Kaiser, Culinart, Space Exploration,
23 Time Warner, and California State Automobile Association. It is this level of experience
24 which enabled the firm to undertake the instant matter and to successfully combat the resources
25 of the defendants and their capable and experienced counsel. On account of the concerted and
26 dedicated effort this case required in order to properly handle and prosecute, Class Counsel
27 were precluded from taking other cases, and in fact, had to turn away other potential fee
28

1 generating cases.

2 11. The hourly rates for staff at Blumenthal Nordrehaug Bhowmik De Blouw LLP
3 are as follows: Partner Attorneys from \$850 to \$995, Associate Attorneys from \$450 to \$750,
4 Paralegals from \$250 to \$275.⁵ My firm's hourly rates are based upon the Laffey Matrix with
5 the appropriate 2% increase adjustment for Southern California. A true and correct copy of
6 the current Laffey Matrix is attached hereto as Exhibit #4. These hourly rates have been
7 approved by Court's throughout California, including the Courts in the Superior Court of
8 California. In fact, on August 1, 2018, District Judge Andre Birotte Jr. explicitly found that
9 Class Counsel's "rates generally appear reasonable and 'in line with those prevailing in the
10 [relevant] community'—the Central District of California". Finally, the reasonableness of
11 Class Counsel's hourly rates is further confirmed by comparing such rates with the rates of
12 comparable counsel practicing complex and class litigation as detailed in the National Law
13 Journal Billing Survey. See e.g. *Zest IP Holdings, LLC v. Implant Direct MFG., LLC*, 2014
14 U.S. Dist. LEXIS 167563 (S.D. Cal. 2014) (finding that "Mayer Brown's \$775 average billing
15 rate for partners" and "Mayer Brown's \$543 average associate billing rate" are reasonable rates
16 when compared within 21 other firms practicing in the Southern District of California.) This
17 survey is useful to show that Class Counsel's rates are in line with the comparable rates of the
18 defense counsel that opposes these types of class claims, such as Mayer Brown noted above
19 who is defense counsel in cases currently being prosecuted by Class Counsel. In another
20 example from several years ago, Sheppard Mullin Richter & Hampton, who is opposing
21 counsel in many cases prosecuted by Class Counsel (one of the most frequent opposing
22 counsel), charged rates as high as \$875 for partners and \$535 for associates. Similarly, Paul
23 Hastings, another opposing counsel in these types of cases, in years past historically charged
24 between \$900 and \$750 for partners and \$755 and \$335 for associates. Thus, the rates charged
25 by my firm for comparable work are less than these examples and are therefore undoubtedly
26

27 ⁵ Some of the earlier time entries were billed at prior year rates, which were lower than the current
28 rates.

1 reasonable.

2
3 12. LWDA - The PAGA Notices sent to the LWDA by Plaintiffs Macaire and
4 Sarmiento are attached hereto as Exhibit #5. Included with the PAGA Notices was a draft of
5 the complaint providing further specificity as to the allegations. In addition, the LWDA is
6 being served with this motion which includes the Agreement, as verified in the proof of
7 service.

8
9 13. Settlement Administration – Apex Class Action was selected as the Settlement
10 Administrator based upon their estimate. The Apex Class Action estimate provides for
11 Settlement Administration Expenses in the amount of \$33,900. The estimate from Apex Class
12 Action is attached hereto as Exhibit #6. I have used Apex Class Action successfully as the
13 administrator in more than twenty prior settlements in the last couple years and know them to
14 be competent and experienced.

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

19
20 I declare under penalty of perjury under the laws of the State of California that the
21 foregoing is true and correct. Executed this 12th day of November, 2024, at San Diego,
22 California.

23
24 /s/ Kyle Nordrehaug
25 Kyle Nordrehaug
26
27
28

EXHIBIT #1

JOINT STIPULATION OF PAGA REPRESENTATIVE ACTION SETTLEMENT AND RELEASE

This Joint Stipulation of PAGA Representative Action Settlement and Release (hereinafter “Settlement Agreement”) is made and entered into by and between the following parties: Plaintiff Carmen Garcia (“Garcia”), Plaintiff Chance Macaire (“Macaire”), and Plaintiff Arturo Sarmiento III (“Sarmiento”) (together, “Plaintiffs”), individually and as proxies of the State of California and the California Labor and Workforce Development Agency (“LWDA”) on behalf of all other allegedly aggrieved employees, and Defendant Caliber Holdings LLC (“Caliber”) (collectively, the “Parties”), and their respective counsel of record. This Settlement Agreement is subject to the terms and conditions set forth below and to the approval of the Court. This Settlement Agreement accurately sets forth the Parties’ PAGA representative action settlement in the total amount of Four Million Ninety Thousand Dollars (\$4,090,000) to resolve all claims, as detailed below.

I. DEFINITIONS

1. “Garcia Action” means the action entitled “*Carmen Garcia v. Caliber Holdings of California, LLC, et al.*,” Case No. S-CV-0050365, filed in the Superior Court of California in and for the County of Placer.
2. “Macaire Action” means the action entitled “*Chance Macaire v. Caliber Holdings LLC, et al.*,” Case No. 23STCV2051, filed in the Superior Court of California in and for the County of Los Angeles.
3. “Approval Date” means the date the Court approves this Settlement Agreement, and enters the Order Granting Settlement Approval and Judgment to that effect.
4. “Approval Hearing” means the hearing on the Motion for Settlement Approval and Judgment.
5. “Caliber Releasees” means Caliber Holdings LLC f/k/a Caliber Holdings Corporation, Caliber Holdings of California LLC, and all of their current, future, and former parents, subsidiaries, divisions, affiliates, affiliates and subsidiaries under common ownership, owners, shareholders, members, directors, officers, employees, attorneys, insurers, benefit plans, agents and independent contractors, and the predecessors, successors, and assigns of each of them.

6. “Court” means the Superior Court of California in and for the County of Placer, which presides over the Garcia Action.

7. “Covered PAGA Pay Periods” means, as reflected on Caliber’s internal records, pay periods from May 27, 2022 to August 27, 2024, in which a PAGA Member worked for Caliber as a non-exempt employee in California.

8. “Cy Pres Recipient” means Children’s Advocacy Institute.

9. “Defendants” means Caliber; Caliber Holdings Corporation, Caliber Holdings of California LLC; and Philip Tarin.

10. “Defendants’ Counsel” means Morgan, Lewis & Bockius LLP.

11. “Estimated Pay Periods” means the estimate of the pay periods at issue provided by Caliber in connection with the execution of the Parties’ Memorandum of Understanding.

12. “PAGA Settlement Payment” means the final gross amount sent and paid to any PAGA Member under this Settlement Agreement.

13. “PAGA Settlement Fund” means the twenty-five percent (25%) of the Net Settlement Amount allocated for the PAGA Settlement Payments to the PAGA Members.

14. “Plaintiffs” means Carmen Garcia and Chance Macaire and Plaintiff Arturo Sarmiento III, the named Plaintiffs in the Operative Complaint.

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

16. “Maximum Settlement Amount” is the sum of Four Million Ninety Thousand Dollars (\$4,090,000), which represents the maximum amount payable in this Settlement by Caliber, and includes all attorneys’ fees, litigation costs, the Settlement Administration Expenses, the Service Enhancement to the Plaintiffs, and all settlement payments to the LWDA and the PAGA Members.

17. “Net Settlement Amount” equals the Maximum Settlement Amount less Plaintiffs’ Counsel’s attorneys’ fees and actual litigation costs, Settlement Administration Expenses, and the Service Enhancement to the Plaintiffs.

18. “Operative Complaint” means the First Amended Complaint filed in the Garcia Action that adds the parties and Claims from the Macaire Action, and adds Sarmiento as an additional PAGA

representative. On September 24, 2024, the Parties filed a Stipulation with the Court requesting leave for Plaintiffs to file the Operative Complaint.

19. “Order Granting Settlement Approval and Judgment” means the Order entered by the Court in the Garcia Action, *inter alia*: (1) approving the terms and conditions of this Settlement Agreement, including the payments and the release of claims as set forth herein; (2) approving the amount of attorneys’ fees and litigation costs to be awarded to Plaintiffs’ Counsel, the Settlement Administration Expenses, and the Service Enhancements to be awarded from the Maximum Settlement Amount; and (3) dismissing the Action with prejudice and entering judgment in the Action pursuant to and consistent with the terms and conditions of this Settlement Agreement.

20. “PAGA” means the California Labor Code Private Attorneys General Act of 2004, California Labor Code §§ 2698 et seq.

21. “PAGA Member(s)” means all individuals employed by Caliber as non-exempt employees in California between May 27, 2022 and or August 27, 2024.

22. “Plaintiffs’ Counsel” means Blumenthal Nordrehaug Bhouwmik De Blouw LLP (“BNDB”); and, Castle Law: California Employment Counsel, PC (“Castle”).

23. “Released Claims” means any and all claims for PAGA civil penalties under the California Labor Code, Wage Orders, regulations, and/or other provisions of law against the Caliber Releasees that were asserted, or are reasonably related to those asserted, in the Complaints in the Garcia Action and Macaire Action, the PAGA letters to the LWDA, and any amendments thereto; or that could have been asserted based on the facts in the Complaints in the Garcia Action and Macaire Action, the PAGA letters to the LWDA, and any amendments thereto, or are reasonably related to those claims that could have been asserted based on the facts in the Complaints, the PAGA letters to the LWDA, and any amendments thereto, that occurred during the Covered PAGA Pay Periods. Released Claims include, but are not limited to, claims for failure to pay minimum wage, failure to pay overtime or pay overtime at the correct rate of pay, failure to pay for all hours worked (off-the-clock work), failure to pay double time, failure to pay non-productive time pay, failure to pay all wages or pay all wages at the correct rate, failure to pay reporting time pay, failure to properly pay for sick time including paying sick time at the correct rate, failure to pay

all vested vacation and holiday time including vacation time at the correct rate of pay, failure to provide meal periods, failure to provide rest periods, failure to pay meal and rest premiums at the correct rate of pay, failure to timely pay final wages and wages earned during employment, failure to provide reimbursement for necessary business-related expenditures, failure to maintain wage-related records and/or furnish accurate wage statements, failure to provide employment records upon request, unlawful deductions, failure to provide suitable seating, and includes all such claims from May 27, 2022 through August 27, 2024. Class claims, claims outside the Covered PAGA Pay Period, and Plaintiffs' respective non-PAGA individual claims that are subject to a separate releases, are expressly not released as part of the Released Claims.

24. "Service Enhancement" means the incentive payment paid to Plaintiffs in an amount not to exceed \$10,000 to Garcia, \$10,000 to Macaire, and \$10,000 to Sarmiento for Plaintiffs' efforts and work in prosecuting the Garcia Action and Macaire Action, respectively.

25. "Settlement Administration Expenses" means all settlement administration fees and costs, including those for the Settlement Administrator, in effectuating the Settlement and approved by the Court in an amount not to exceed \$34,000.

26. "Settlement Administrator" means Apex Class Action Administration or any other third-party settlement administrator that the Parties jointly select.

27. "Settlement Agreement" or "Settlement" will mean this Joint Stipulation of PAGA Representative Action Settlement and Release.

28. "Settlement Effective Date" means, after the Order Granting Settlement Approval and Judgment has been entered by the Court in the Action, the latter of the following dates: (a) if an appeal, review, or writ is not sought from the Order Granting Settlement Approval and Judgment, the 63rd day after service of notice of entry of the Order Granting Settlement Approval and Judgment; or (b) if an appeal, writ, or review is sought from the Order Granting Settlement Approval and Judgment, the day after the Order Granting Settlement Approval and Judgment is affirmed or the appeal, review, or writ is dismissed or denied, and the Order Granting Settlement Approval and Judgment is no longer subject to any further judicial review.

II. LITIGATION BACKGROUND

29. On or about April 14, 2023, Garcia served the LWDA with a PAGA notice letter which stated that Garcia intended to seek civil penalties against Caliber for alleged violations of the California Labor Code.

30. On or about April 24, 2023, Garcia filed a representative action under PAGA against Defendants in the Superior Court of California for the County of Placer.

31. On or about March 3, 2023, Macaire served the LWDA with an amended PAGA notice letter which stated that Macaire intended to seek civil penalties against Caliber for alleged violations of the California Labor Code.

32. On or about August 7, 2023, Macaire served the LWDA with an amended PAGA notice letter which corrected the name of the Defendant and added two additional Defendants.

33. On or about October 13, 2023, Macaire filed a representative action under PAGA against Defendants Caliber and Caliber Holdings of California LLC in the Superior Court of California for the County of Los Angeles.

34. On or about June 21, 2024, Macaire served the LWDA with an amended PAGA notice letter which added Plaintiff Arturo Sarmiento III.

35. As Part of this Agreement, the Parties filed a Stipulation with the Court requesting leave for Plaintiffs to file the Operative Complaint as set forth in Section I.18 above and Section IV.C

36. Caliber denies Plaintiffs' claims, and asserts that it has complied fully with California's labor laws and wage orders. Consequently, Caliber does not believe that any liability to Plaintiffs, the State of California or the LWDA, or to any other PAGA Member exists, or that Plaintiffs, the State of California or the LWDA, or any other PAGA Member are entitled to any recovery in the Garcia Action or Macaire Action.

37. On May 23, 2024, counsel for the Parties participated in a mediation with experienced mediator Michael Dickstein, Esq. With Mr. Dickstein's assistance, the Parties negotiated a complete settlement of Plaintiffs' claims. The terms of the settlement pertaining to Plaintiffs' PAGA claims are now set forth in complete and final form in this Settlement Agreement.

38. Neither this Settlement, nor any final judgment pursuant to this Settlement, will constitute an admission of any form of wrongdoing or liability on the part of Caliber or the accuracy of any allegation raised in the Garcia Action or Macaire Action. This Settlement is entered into in compromise of disputed claims. Plaintiffs and Caliber intend, by their actions pursuant to this Settlement, merely to avoid the expense, delay, uncertainty, and burden of litigation. This Settlement and any related court documents or orders may not be cited or otherwise admitted as evidence of liability. There has been no final determination by any Court as to the merits of the Garcia Action or Macaire Action.

39. It is the desire of the Parties to fully, finally, and forever settle, compromise, and discharge all disputes and claims against the Caliber Releasees arising from or related to the Garcia Action and Macaire Action.

40. It is the intention of the Parties that this Settlement Agreement will constitute a full and complete settlement and release of the PAGA claims averred in the Garcia Action and Macaire Action by the Plaintiffs, both individually and as proxies of the State of California and the LWDA on behalf of all PAGA Members pursuant to PAGA. This release includes in its effect a release of all the Caliber Releasees of the Released Claims.

III. JURISDICTION AND VENUE

41. This Court has jurisdiction over the Parties and the subject matter of this Settlement. This Court will have continuing jurisdiction over the terms and conditions of this Settlement Agreement, until all payments and obligations provided for herein have been fully executed, satisfied or otherwise discharged.

IV. TERMS OF SETTLEMENT

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

A. Non-Admission of Liability

43. Nothing in this Settlement Agreement, or any communications, papers, or orders related to this Settlement Agreement, will be construed to be or deemed an admission by the Caliber Releasees of any liability, culpability, negligence, or wrongdoing toward the Plaintiffs, the PAGA Members, or any other

person, and the Caliber Releasees specifically disclaim any liability, culpability, negligence, or wrongdoing toward the Plaintiffs, the PAGA Members, or any other person. Caliber also maintains that, for any purpose other than settlement, the claims alleged in the Garcia Action and Macaire Action are not suitable or appropriate for representative action treatment and are not manageable pursuant to California Labor Code § 2698 *et seq.*, nor are the claims alleged in the Garcia Action and Macaire Action suitable or appropriate for class and/or collective action treatment under California Code of Civil Procedure Section 382, the Fair Labor Standards Act, or any other applicable laws or rule(s). The Parties stipulated to to representative action treatment for settlement purposes only. Each of the Parties has entered into this Settlement Agreement with the intention to avoid further disputes and litigation with the attendant inconvenience, expenses, and contingencies, including in the Garcia Action and Macaire Action. This Settlement Agreement and any communications, papers, or orders related to the Settlement Agreement may not be cited or otherwise admitted as evidence of liability, whether in the Garcia Action, Macaire Action, or elsewhere. There has been no final determination by any Court as to the merits of the claims asserted by Plaintiffs against Defendants.

44. Furthermore, nothing in this Settlement Agreement will be considered a form of waiver of any of the alternative dispute resolution provisions contained in Caliber's Arbitration Agreement or any other applicable alternative dispute resolution agreement with Caliber, and Caliber expressly does not waive any right to enforce arbitration agreements and class, collective, and representative action waivers under any other circumstance.

B. Non-Approval By The Court

45. If this Settlement Agreement is not approved by the Court, fails to become effective, is reversed, withdrawn or modified by the Court:

- (a) The Settlement Agreement will have no force or effect, other than the confidentiality and non-disclosure provisions in Section XI and the non-admission provisions in Section IV.A;
- (b) The Settlement Agreement will not be admissible in any judicial, administrative or arbitral proceeding for any purpose or with respect to any issue, substantive or

procedural;

- (c) None of the Parties to this Settlement Agreement will be deemed to have waived any claims, objections, defenses or arguments with respect to the merits of Plaintiffs' claims; and
- (d) Caliber does not waive, and instead expressly reserves its right to challenge the propriety of the Garcia Action and Macaire Action proceeding as representative actions.

C. Operative Complaint

46. The Parties filed a joint stipulation with the Court requesting leave for Plaintiffs to file the Operative Complaint.

47. Macaire will request dismissal of the Macaire Action pending in Los Angeles County Superior Court without prejudice within five (5) business days after the filing of the Operative Complaint.

D. Settlement Payments

48. Caliber agrees to pay a Maximum Settlement Amount of Four Million Ninety Thousand Dollars (\$4,090,000), inclusive of (a) all PAGA penalty settlement payments to the LWDA and PAGA Members; (b) any award of attorneys' fees and out-of-pocket litigation costs and expenses to Plaintiffs' Counsel; (c) any award of Service Enhancements; and (d) all Settlement Administration Expenses. The Maximum Settlement Amount covers all PAGA claims, including amendments thereto, for civil penalties alleged by Plaintiffs on behalf of themselves, the State of California, the LWDA, and all PAGA Members against Caliber. The Parties specifically agree, subject to Court approval, to the following allocations to be paid from the Maximum Settlement Amount:

- (a) From the Maximum Settlement Amount, Plaintiffs' Counsel may seek from the Court attorneys' fees up to \$ 1,363,333.33, and reasonable and substantiated litigation costs in an amount not to exceed \$40,000 for serving as Plaintiffs' Counsel. Plaintiffs' Counsel attorneys' fees will be allocated among Plaintiffs' Counsel as follows: 50% to BNBD and 50% to Castle. Caliber will not oppose Plaintiffs' application up to these amounts so long as Plaintiffs and Plaintiffs'

counsel are not in breach of the Settlement Agreement.

- (b) From the Maximum Settlement Amount, Plaintiffs' Counsel may seek from the Court a Service Enhancement awards to Plaintiffs not to exceed \$10,000 each, paid on an IRS Form 1099, which Caliber will not oppose so long as Plaintiffs and Plaintiffs' Counsel are not in breach of the Settlement Agreement.
- (c) From the Maximum Settlement Amount, Settlement Administration Expenses in a reasonable amount currently estimated at \$34,000.
- (d) From the Net Settlement Amount, settlement payments attributable to PAGA penalties will be allocated and paid to the LWDA and the PAGA Members.
 - (i) Seventy-five percent (75%) of the Net Settlement Amount will be paid to the LWDA as its share of the Settlement attributable to PAGA penalties.
 - (ii) The remaining twenty-five percent (25%) of the Net Settlement Amount will be the PAGA Settlement Fund and will be distributed as PAGA Settlement Payments to the PAGA Members based on their eligible employee service time for Covered PAGA Pay Periods, as reflected on Caliber's internal records. PAGA Settlement Payments will be calculated as follows: the numerator shall be the number of the PAGA Member's individual Covered PAGA Pay Periods; the denominator shall be the total Covered PAGA Pay Periods for all PAGA Members; this fraction shall be multiplied by the PAGA Settlement Fund.
- (e) If the Court approves a lesser amount of attorneys' fees and litigation costs and expenses, the Service Enhancements, and Settlement Administrator Expenses, than those sought by Plaintiffs and Plaintiffs' Counsel, any amount disallowed by the Court will be added to the PAGA Settlement Fund to be distributed in pro rata shares to the PAGA Members. The Parties agree that the Settlement Agreement will remain binding with such modification(s) as ordered by the Court, and its terms will be otherwise unchanged. Plaintiffs' counsel agrees not to appeal any

reduction in the award of fees by the Court. This Settlement is not conditioned upon the Court's approval of Plaintiffs' Counsel's petition for fees and costs or the amount of any Service Enhancement award.

- (f) The Settlement Administrator will disburse monies from the Net Settlement Amount as and when authorized in this Settlement Agreement and by order of the Court, will file and issue any necessary tax reporting documents, and will inform the Parties and the Court of its fulfillment of the duties imposed by this Settlement Agreement.
- (g) The Settlement Administrator will issue settlement checks to the LWDA and PAGA Members under this Settlement Agreement, as well as the Service Enhancements to the Plaintiffs and attorneys' fees and costs awarded to Plaintiffs' Counsel, by sending such payments by mail, wire, or other reliable means to the respective recipients as specified below.
- (h) All PAGA penalty allocations to the PAGA Members will be paid out with no reversion to Caliber and no claim forms required.

E. Estimated Pay Periods

49. In connection with the Parties' execution of the Memorandum of Understanding, Caliber has provided to Plaintiffs with 544,907 pay periods as the Estimated Pay Periods. If the total number of pay periods during the period from May 27, 2022 to May 3, 2024 exceeds the number of Estimated Pay Periods by greater than ten percent (10%), then Caliber will have the option to (a) increase the Maximum Settlement Amount on a pro-rata basis for the number of pay periods in excess of the ten percent (10%) increase (e.g., if the number is 11% higher, the Maximum Settlement Amount will be increased by 1%); or (b) modify the end date for the settlement period to an earlier date that would reduce the total number of pay periods proportionately to the excess percentage.

F. Released Claims

50. Upon the Settlement Effective Date, Plaintiffs individually, and the State of California, the LWDA, and all PAGA Members, through Plaintiffs acting as proxies for the State of California and the

LWDA and as a Private Attorney General acting on behalf of all other PAGA Members, will be deemed to have fully, finally, and forever released the Caliber Releasees and Philip Tarin from all Released Claims as set forth in Section VII.A. Plaintiffs, in conjunction with their execution of this Settlement Agreement and requesting their Service Enhancement, also will enter into the General Release as set forth in Section VII.B.

G. Waiver of Appeal

51. The Parties expressly acknowledge and agree that approval of this Settlement Agreement, through the Order Granting Settlement Approval and Judgment, effectuates the Releases set forth in Section VII, extinguishes all Released Claims, and dismisses the Garcia Action with prejudice. Upon the Approval Date, Plaintiffs, Caliber, and their counsel expressly agree to hereby waive and extinguish their right to appeal any order or judgment in the Garcia Action, and the judgment entered in the Garcia Action will be final.

H. No Right to Exclusion or Objections by PAGA Members

52. Because this Settlement resolves claims and actions brought pursuant to PAGA by Plaintiffs acting as proxies and as a Private Attorney General of and for the State of California and the LWDA, the Parties agree that no PAGA Member has the right to exclude himself or herself from the Settlement. PAGA Members will be bound by the terms of the Settlement Agreement, upon its approval by the Court, regardless of whether he or she cashes any PAGA Settlement Payment received as a result of this Settlement. The Parties also agree that no PAGA Member, including Plaintiffs, has the right to object to the terms of the Settlement Agreement and Plaintiffs agree not to object to the Settlement.

I. Motion for Settlement Approval and Entry of Judgment

53. Plaintiffs will file a motion for settlement approval and entry of judgment with the Court, in which Plaintiff will request that the Court, among other things, enter an Order Granting Settlement Approval and Judgment in accordance with the terms of this Settlement Agreement. Concurrent with filing the motion for settlement approval and entry of judgment, Plaintiffs will submit that motion and any supporting papers, including a copy of this Settlement Agreement, to the LWDA pursuant to Labor Code § 2699(I)(2).

V. SETTLEMENT ADMINISTRATION

A. Settlement Administrator Duties

54. Pursuant to the terms of this Settlement Agreement, the Settlement Administrator will be responsible for and the Settlement Administration Expenses will cover: (a) calculating and determining the LWDA's 75% share of the Net Settlement Amount, and preparing and mailing that payment to the LWDA; (b) preparing a list of all PAGA Members, calculating the PAGA Settlement Payments due to each PAGA Member from the PAGA Settlement Fund, and issuing and mailing checks payable to said PAGA Members, including taking appropriate steps to trace, update and locate any PAGA Members whose address or contact information as provided to the Settlement Administrator is inaccurate or outdated; (c) issuing to Plaintiffs, Plaintiffs' Counsel, and PAGA Members any tax forms as may be required by applicable law for all amounts paid pursuant to this Settlement Agreement; (d) forwarding all taxes and penalties to the appropriate government authorities; (e) maintaining the Maximum Settlement Amount account in an interest-bearing account at a federally insured banking institution, as discussed below; (f) preparing and mailing the amount of attorneys' fees and litigation costs awarded to Plaintiffs' Counsel from the Maximum Settlement Amount; (g) preparing and mailing the Service Enhancements awarded to Plaintiffs from the Maximum Settlement Amount; (h) reporting to Defendants' Counsel, Plaintiffs' Counsel, and, if necessary, the Court regarding the completion of the tasks identified in this paragraph; and (i) carrying out other related tasks including the proper maintenance of undisbursed PAGA Settlement Payments or uncashed checks in an interest bearing account and any reporting required for that account, in accordance with the terms of this Settlement Agreement.

55. All disputes relating to the Settlement Administrator's ability and need to perform its duties will be referred to the Court, if necessary, which will have continuing jurisdiction over the terms and conditions of this Settlement Agreement, until all payments and obligations contemplated by the Settlement Agreement have been fully executed.

B. Qualified Settlement Fund

56. The Settlement Administrator will create a Qualified Settlement Fund ("QSF"), to be funded by the Maximum Settlement Amount paid by Caliber and administered by the Settlement

Administrator. The Settlement Administrator shall have control over the distribution of funds from the QSF, once funded. With respect to the QSF, the Settlement Administrator shall: (1) satisfy all federal, state and local income and other tax reporting, return, and filing requirements with respect to the QSF and any interest or other income earned by the QSF; and (2) satisfy out of the QSF all fees, expenses and costs incurred in connection with the opening and administration of the QSF and the performance of its duties and functions as described in this Settlement Agreement. The aforementioned fees, costs and expenses shall be treated as and included in the costs of administering the QSF and as Settlement Administration Expenses. The Parties agree to cooperate with the Settlement Administrator and one another to the extent reasonably necessary to carry out the provisions of this Section. If the Court does not enter the Order Granting Settlement Approval and Judgment, Caliber shall not be obligated to fund the QSF.

C. Calculating and Issuing Payments To PAGA Members

57. The Settlement Administrator shall calculate the PAGA Settlement Payments to PAGA Members as described in Paragraph 42(d)(ii).

58. In addition to the payments to PAGA Members, Caliber, through the Settlement Administrator, shall also make a payment to the California LWDA as consideration for the release of all PAGA claims that are the subject of the Garcia Action on behalf of the State of California. Of the Net Settlement Amount, seventy-five percent (75%) shall be paid to the LWDA.

59. Prior to mailing the PAGA Settlement Payments to PAGA Members, the Settlement Administrator will update the addresses for the PAGA Members using the National Change of Address database and other available resources deemed suitable by the Settlement Administrator. Any returned envelopes from the initial mailing with forwarding addresses will be used by the Settlement Administrator to locate PAGA Members and re-mail the PAGA Settlement Payments to the correct or updated address. The Settlement Administrator will use appropriate tracing methods, including skip tracing, to ensure that the PAGA Settlement Payments are received by PAGA Members. The Settlement Administrator will also take reasonable steps, including skip tracing, to locate any PAGA Member whose PAGA Settlement Payments are returned as undeliverable.

60. The PAGA Settlement Payments mailed to each PAGA Member will include the notice

letter attached to this Settlement Agreement as **Exhibit A** and will provide a payment of each PAGA Member's pro rata share from the PAGA Settlement Fund.

61. All settlement payments from the Maximum Settlement Amount, including any payment to the LWDA, any PAGA Settlement Payments, and any Service Enhancement approved by the Court, will be treated as civil penalties under PAGA, and will be reported on an IRS Form 1099 without withholdings. The payments to Plaintiffs' Counsel for attorneys' fees and litigation costs will be treated as miscellaneous income and will be reported on an IRS Form 1099 without withholdings. The Plaintiffs and PAGA Members will be exclusively liable for any and all tax liability, if any. All Parties represent that they have not received, and will not rely on, advice or representations from other Parties or their agents or attorneys regarding the tax treatment of payments under federal, state, or local law.

D. Settlement Administration Expenses

62. All Settlement Administration Expenses will come out of the Maximum Settlement Amount. If the actual Settlement Administration Expenses are less than the amount approved by the Court, those funds will be added to the Net Settlement Amount.

VI. DISTRIBUTION OF NET SETTLEMENT AMOUNT

A. Process and Deadlines

63. Within thirty (30) days after the Approval Date, Caliber will provide information in an electronic format regarding all PAGA Members, including name(s), last known residence addresses, Social Security numbers, and all Covered PAGA Pay Periods worked, to the Settlement Administrator only, contingent upon the Settlement Administrator's execution of a confidentiality agreement. PAGA Member data will be used by the Settlement Administrator only for the purpose of calculating settlement shares and finding and paying PAGA Members their portion of the PAGA Settlement Fund. Data for PAGA Members will be kept confidential by the Settlement Administrator, and will not be disclosed to Plaintiffs, Plaintiffs' Counsel, the LWDA, or any other PAGA Member without the written consent of Caliber.

64. Within fourteen (14) days after the running of the time to appeal the Court's settlement approval order, Caliber will provide payment of the Maximum Settlement Amount to the Settlement Administrator to fund the QSF to be created by the Settlement Administrator.

65. Within twenty-one (21) days after the running of the time to appeal the Court's settlement approval order, the Settlement Administrator will calculate the Net Settlement Amount and will make the calculation of payments from the Net Settlement Amount to be distributed to the LWDA (representing its 75% share under PAGA of the Net Settlement Amount) and to each of the PAGA Members (representing, in the aggregate, their 25% share under PAGA of the Net Settlement Amount). Upon completion of its calculation of payments, and at least seven (7) days prior to the distribution of payments to the LWDA and PAGA Members, the Settlement Administrator will provide Defendants' Counsel with a report listing the amount of all payments to be made to the LWDA and to each PAGA Member from the Net Settlement Amount.

66. Within and no earlier than fourteen (14) days after the QSF has been funded with the Maximum Settlement Amount, and provided that no timely appeal has been filed of the Court's Order Granting Settlement Approval and Judgment, the Settlement Administrator will distribute and pay PAGA Settlement Payments to all PAGA Members, issue a Settlement check to the LWDA for its payment of PAGA penalties, pay Plaintiffs the Service Enhancements, and pay Plaintiffs' Counsel any awarded attorneys' fees and costs. The Settlement Administrator will then also issue a payment to itself in the amount approved by the Court for services performed in administering this Settlement. In the event that a timely appeal of the Court's Order Granting Settlement Approval and Judgment is filed, the Settlement Administrator will not disburse the settlement amounts pursuant to this Paragraph until a date approved by both Parties.

B. Uncashed Settlement Checks

67. PAGA Members who are sent PAGA Settlement Payments will have 180 calendar days after mailing by the Settlement Administrator to cash their settlement checks and will be so advised of such deadline. If PAGA Members do not cash their checks within that period, those checks will become void and the settlement payment amounts will be paid to the Cy Pres Recipient designated by the Parties.

VII. RELEASE OF CLAIMS

A. Release of Claims by Plaintiffs, the LWDA, and All PAGA Members

68. Upon the Approval Date, Plaintiffs, on behalf of themselves, the State of California and

the LWDA, and all PAGA Members, fully and forever releases and discharges the Caliber Releasees (as defined in Paragraph 5) from the Released Claims as defined in Paragraph 23. The Parties agree that this Settlement Agreement is conditioned upon this release of all Released Claims, both by Plaintiffs individually, and by the State of California, the LWDA, and all PAGA Members through Plaintiffs acting on behalf of, and as a Private Attorney General for, the State of California, the LWDA, and all allegedly aggrieved current and former employees of Caliber. Upon the Settlement Effective Date, Plaintiffs, the LWDA, and each and every PAGA Member will be bound by the terms of this Settlement Agreement and will have recourse exclusively to the benefits, rights, and remedies provided hereunder.

69. The Parties further understand and agree that this Settlement Agreement, in conjunction with the Order Granting Settlement Approval and Judgment, prohibits and enjoins any PAGA Member (including Plaintiffs), from bringing against the Caliber Releasees any of the Released Claims (including unknown Released Claims) through and including the Approval Date. Upon the Settlement Effective Date, Plaintiffs, on behalf of themselves and on behalf of the LWDA and each and every PAGA Member, will be deemed to have, and by operation of the Order Approving Settlement Agreement and Judgment entered by the Court will have fully, finally, and forever released, relinquished, and discharged each and all of the Caliber Releasees from any and all Released Claims (including unknown Released Claims) through the Approval Date.

B. General Releases by Plaintiffs

70. Pursuant to separate Confidential Settlement Agreements, in addition to the Maximum Settlement Amount, Defendants have agreed to separately pay Plaintiff Macaire \$30,000, Plaintiff Garcia \$60,000, and Plaintiff Sarmiento \$20,000 (“Individual Settlement Amount(s)”). The Individual Settlement Amounts will be distributed by the Settlement Administrator to the Plaintiffs. The Individual Settlement Amount is made in exchange for a general release of all claims arising out of employment with Defendants, including a waiver of any unknown claims pursuant to California Civil Code section 1542, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER

FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

VIII. DUTIES OF THE PARTIES

71. Plaintiffs' Counsel, subject to Caliber's approval, will submit this Settlement Agreement to the Court and a proposed Order Granting Settlement Approval and Judgment.

72. Following entry of the Court's Order Granting Settlement Approval and Judgment, the Parties will each act to assure his or its timely execution and the fulfillment of all provisions in that Order and in this Settlement Agreement, including but not limited to the following:

- (a) Within ten (10) days after the Approval Date, Plaintiffs' Counsel will submit a copy of the Order Granting Settlement Approval and Judgment to the LWDA pursuant to Labor Code § 2699(l)(3).
- (b) Within fourteen (14) days after the running of the time to appeal the Court's settlement approval order, Caliber will provide to the Settlement Administrator: (1) payment of the Maximum Settlement Amount to fund the QSF, and (2) the PAGA Member list and identification and contact information specified in Paragraph 63 above. Caliber will submit this information in electronic format as specified by the Settlement Administrator. and will thereafter assist the Settlement Administrator as necessary or as requested to use, correct, or update this information in order to enable the Settlement Administrator to locate and contact PAGA Members, and to provide information needed or requested by the Settlement Administrator in order to make determinations on PAGA Members' challenges.
- (c) Plaintiffs' Counsel and Defendants' Counsel will assist the Settlement Administrator as needed or requested in the process of identifying and locating PAGA Members entitled to payments from the PAGA Settlement Fund and assuring delivery of such payments.

- (d) Plaintiffs' Counsel and Defendants' Counsel will cooperate with each other and assist the Settlement Administrator as needed or requested in completing the distribution of any residual amount of the PAGA Settlement Fund for any uncashed checks to the Cy Pres Recipient.

IX. SETTLEMENT APPROVAL PROCEDURES AND TIMELINE FOR COMPLETION OF SETTLEMENT

73. This Settlement Agreement will become final and effective only upon the occurrence of all of the following events:

- (a) Execution of this Settlement Agreement by the Parties and their respective counsel of record.
- (b) Submission of the Settlement Agreement to the Court for approval.
- (c) Plaintiffs' submission of the Settlement Agreement to the LWDA.
- (d) Entry by the Court of an Order Approving Settlement Approval and Judgment, which, among other things, must:
 - (i) approve the Settlement and the release of claims set forth herein, adjudging the terms thereof to be fair, adequate, reasonable, and binding on Plaintiffs, the LWDA, and all PAGA Members through Plaintiffs acting on behalf of, and as a Private Attorney General for, the State of California, the LWDA, and all PAGA Members, and directing that its terms and provisions be carried out;
 - (ii) approve settlement administration services to be provided by the Settlement Administrator;
 - (iii) permanently enjoin and prohibit Plaintiffs, the LWDA, and all other PAGA Members from pursuing and/or seeking to reopen claims that have been released by this Agreement;
 - (iv) provide that the Court will retain jurisdiction to oversee administration and enforcement of the terms of the Settlement and the Court's orders;

- (v) otherwise incorporate the terms of this Settlement Agreement; and
occurrence of the Settlement Effective Date.

74. The schedule for approval and payment procedures carrying out this Settlement is as follows. The schedule may be modified depending on whether and when the Court grants necessary approvals. In the event of such modification, the Parties will cooperate in order to complete the settlement procedures as expeditiously as reasonably practicable.

Within 10 days after the Approval Date	Plaintiffs' Counsel to submit a copy of the Approval Order and Judgment to the LWDA.
Within fourteen (14) days after the running of the time to appeal the Court's settlement approval order	Caliber to (1) send payment of the Maximum Settlement Amount to the Settlement Administrator to be deposited into the QSF; and (2) provide the Settlement Administrator the PAGA Member information, including names, last known residence addresses, social security numbers, and the number of Covered PAGA Pay Periods.
Within twenty-one (21)days after the running of the time to appeal the Court's settlement approval order	Settlement Administrator to make the calculation of payments from the Net Settlement Amount to be distributed to the LWDA and to the PAGA Members and provide Defendants' Counsel with a report listing the amount of all payments to be made to the LWDA and to each PAGA Member. Settlement Administrator to complete any skip trace or other address searches for PAGA Members, including updating any contact information.
Settlement Effective Date	Following entry of the Order Granting Settlement Approval and Judgment, the latter of the following dates: (a) if an appeal, review, or writ is not sought from the Order Granting Settlement Approval and Judgment, the 63rd day after service of notice of entry of the Order Granting Settlement Approval and Judgment; or (b) if an appeal, writ, or review is sought from the Order Granting Settlement Approval and Judgment, the day after the Order Granting Settlement Approval and Judgment is affirmed or the appeal, review, or writ is dismissed or denied, and the Order Granting Settlement Approval and Judgment is no longer subject to further judicial review.

Within fourteen (14) days after the QSF has been funded with the Maximum Settlement Amount; alternatively, if a timely appeal of the Court's order and judgment is filed, on a date approved by both Parties	Settlement Administrator to distribute and pay Settlement checks to the LWDA and to all PAGA Members from the Net Settlement Amount, pay the Plaintiff his Service Enhancement, and pay Plaintiffs' Counsel the attorney's fees and costs approved and awarded by the Court.
180 days after distribution of settlement checks	Expiration of PAGA Members' settlement checks.
Within 210 days after distribution of settlement checks	Settlement Administrator to calculate and pay any remaining amount from the Net Settlement Amount (due to expired settlement checks) to the Cy Pres Recipient.

X. VOIDING OR MODIFYING THE SETTLEMENT AGREEMENT

75. Caliber has the right to withdraw from the Settlement at any time prior to the Settlement Effective Date if: (a) the Settlement is construed in such a fashion that Caliber is required to pay more than the Maximum Settlement Amount; or (b) the Court denies approval of the Settlement or any material terms thereof (excluding any reduction of Plaintiffs and Plaintiffs' Counsel's requests for attorneys' fees, litigation costs and expenses, and the Service Enhancement); or (c) the Court does not order the release of claims of the PAGA Members set forth in this Settlement Agreement, or otherwise makes an order inconsistent with any of the material terms of this Settlement Agreement; or (d) Plaintiffs or Plaintiffs' counsel breaches this Settlement Agreement.

76. If for any reason the Settlement Agreement is not approved, or the Court fails to enter the Order Granting Settlement Approval and Judgment, or Caliber or Plaintiffs withdraw from the Settlement, this Settlement Agreement and any related settlement documents (including the Parties' memorandum of understanding) will be null and void, other than the confidentiality and non-disclosure provisions in Section XI and the non-admission provisions in Section IV.A. In such an event, neither this Settlement Agreement, nor the parties' memorandum of understanding, nor the settlement documents, nor the negotiations leading to the Settlement, may be used as evidence for any purpose, and Caliber will retain the right to challenge all claims and allegations in the Garcia Action and to assert all applicable defenses on all applicable grounds.

77. Other than as specified above, this Settlement Agreement may not be changed, altered, or

modified, except in writing and signed by counsel for the Parties hereto, and approved by the Court. This Settlement Agreement may not be discharged except by performance in accordance with its terms or by a writing signed by the Parties hereto, and approved by the Court.

XI. CONFIDENTIALITY AND PUBLICITY

78. Names of PAGA Members and their allocation amounts will be kept strictly confidential by the Settlement Administrator, who will not release such information to Plaintiffs or Plaintiffs' Counsel and will only file such information under seal if necessary. Plaintiffs' Counsel agrees that any information they receive or have received in connection with this Settlement, may be used for the purposes of settling the Garcia Action only, and may not be used for any purpose or in any other action or proceeding.

79. Plaintiffs and Plaintiffs' Counsel agree to keep this settlement and Settlement Agreement confidential before the Settlement Agreement is filed with the Court, and after filing not to disclose the terms of this settlement and Settlement Agreement except in court papers or if required by legal process. In the event that Plaintiffs and/or Plaintiffs' Counsel believe they are legally obligated by statutory or regulatory requirements (including compulsory legal process, such as a subpoena) to make disclosures regarding the terms of this settlement or Settlement Agreement, they must notify Defendants' Counsel, Carrie A. Gonell, by email at carrie.gonell@morganlewis.com, within three (3) business days of receiving such notice that gives Plaintiffs and/or Plaintiffs' Counsel reason to believe they are so obligated, and they shall take reasonable steps to maintain the confidentiality of this settlement and Settlement Agreement, including by filing any required disclosures under seal. Neither Plaintiffs nor Plaintiffs' Counsel, directly or indirectly, will issue a press release, hold a press conference, publish information about the settlement on any website, or otherwise publicize the settlement, with the exception that Plaintiffs' Counsel may put information available in the public record about the settlement in a description of their experience or the like in order to describe their experience to a court. Plaintiffs and Plaintiffs' Counsel agree not to respond to any press inquiries concerning the settlement except to refer reporters generally to papers filed with the Court.

XII. PARTIES' AUTHORITY

80. The signatories hereby represent that they are fully authorized to enter into this Settlement

Agreement and bind the Parties hereto to the terms and conditions hereof.

XIII. MUTUAL FULL COOPERATION

81. The Parties agree to fully cooperate with each other to accomplish the terms of this Settlement Agreement, including but not limited to, executing such documents and taking such other action as may reasonably be necessary to implement the terms of this Settlement Agreement. The Parties to this Settlement Agreement will use their best efforts, including all efforts contemplated by this Settlement Agreement and any other efforts that may become necessary by order of the Court or otherwise to effectuate this Settlement Agreement and the terms set forth herein. As soon as practicable after execution of this Settlement Agreement, Plaintiffs' Counsel will, with the assistance and cooperation of Caliber and Defendants' Counsel, take all necessary steps to secure the Court's approval of this Settlement Agreement. The Parties agree not to object to any Court filings consistent with this Settlement Agreement. The Parties further agree that the litigation will be stayed for all purposes except those filings described herein and other filings necessary to obtain approval of the Settlement, and that the time within which to bring this action to trial under California Code of Civil Procedure Section 583.310 shall be extended for a period of not less than one (1) year starting from June 21, 2024 until the entry of the Court's settlement approval order or, if settlement approval is not entered, the date the settlement agreement shall no longer be of any force or effect.

XIV. NOTICES

82. Unless otherwise specifically provided herein, all notices, demands or other communications given hereunder will be in writing and will be deemed to have been duly given as of the third business day after mailing by United States registered or certified mail, return receipt requested, addressed as follows:

To Plaintiffs' Counsel:

Timothy B. Del Castillo
CASTLE LAW: CALIFORNIA EMPLOYMENT COUNSEL, PC
2999 Douglas Blvd., Suite 180
Roseville, CA 95661
Tel: (916) 245-0122
tdc@castleemploymentlaw.com

Norman B Blumenthal
Kyle R. Nordrehaug
BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP
2255 Calle Clara
La Jolla, CA 92037
Tel: (858)551-1223
Fax: (858) 551-1232
norm@bamlawca.com
kyle@bamlawca.com

To Defendants' Counsel:

Carrie A. Gonell
MORGAN, LEWIS & BOCKIUS LLP
600 Anton Boulevard, Suite 1800
Costa Mesa, CA 92626
Tel: (714) 830.0600
Fax: (714) 830.0700
carrie.gonell@morganlewis.com

If the identity of the persons to be notified for any Party changes, or their address changes, that Party will notify all other Parties of the change in writing.

XV. MISCELLANEOUS PROVISIONS

A. Captions and Titles

83. Paragraph titles, headings, or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Settlement Agreement or any provision hereof. Each term of this Settlement Agreement is contractual and not merely a recital.

B. Drafting

84. The Parties hereto agree that the terms and conditions of this Settlement Agreement are the result of lengthy, intensive arms-length negotiations between the Parties. Neither Party will be considered the "drafter" of the Settlement Agreement for purposes of having terms construed against that Party, and this Settlement Agreement will not be construed in favor of or against any Party by reason of the extent to which any Party or their counsel participated in the drafting of this Settlement Agreement.

C. Extensions of Time

85. If a Party cannot reasonably comply with an obligation under this Settlement Agreement

by the deadline set forth herein applicable to that obligation, that Party may apply to the Court for a reasonable extension of time to fulfill that obligation. Consent to such a request for an extension will not be unreasonably withheld by the other Party.

D. Governing Law

86. The rights and obligations of the Parties hereunder will be construed and enforced in accordance with, and will be governed by, the laws of the State of California, without regard to principles of conflict of laws.

E. No Impact on Benefit Plans

87. Neither the Settlement Agreement nor any amounts paid under the Settlement Agreement will modify any previously credited hours or service under any employee benefit plan, policy, or bonus program sponsored by Caliber. Such amounts will not form the basis for additional contributions to, benefits under, or any other monetary entitlement under Caliber's sponsored benefit plans, policies, or bonus programs. The payments made under the terms of this Settlement will not be applied retroactively, currently, or on a going forward basis, as salary, earnings, wages, or any other form of compensation for the purposes of Caliber's benefit plan, policy, or bonus program. Caliber retains the right to modify the language of its benefit plans, policies and bonus programs to effect this intent, and to make clear that any amounts paid pursuant to this Settlement Agreement are not for "hours worked," "hours paid," "hours of service," or any similar measuring term as defined by applicable plans, policies and bonus programs for purposes of eligibility, vesting, benefit accrual, or any other purpose, and that additional contributions or benefits are not required by this Settlement Agreement.

F. Integration

88. This Settlement Agreement contains the entire agreement between the Parties relating to the settlement and transaction contemplated hereby, and all prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written and whether by a Party or such Party's legal counsel, are merged herein. No rights hereunder may be waived except in writing.

G. No Prior Assignments

89. This Settlement Agreement will be binding upon and inure to the benefit of the Parties

hereto and their respective heirs, trustees, executors, administrators and successors. The Parties hereto represent, covenant, and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or rights herein released and discharged except as set forth herein.

H. Counterparts

90. This Settlement Agreement may be executed in counterparts with signatures transmitted by facsimile or as an electronic image of the original signature. When each Party has signed and delivered at least one such counterpart, each counterpart will be deemed an original, and, when taken together with other signed counterparts, will constitute one Settlement Agreement, which will be binding upon and effective as to all Parties. A facsimile signature or electronic image will have the same force and effect as the original signature.

READ CAREFULLY BEFORE SIGNING

PLAINTIFF

Dated: Oct 23, 2024

Carmen garcia
carmen garcia (Oct 23, 2024 12:26 PDT)

Carmen Garcia

PLAINTIFF

Dated: _____

Chance Macaire

PLAINTIFF

Dated: _____

Arturo Sarmiento III

PLAINTIFF

CALIBER HOLDINGS LLC

Dated: _____

Name: _____

Title: _____

hereto and their respective heirs, trustees, executors, administrators and successors. The Parties hereto represent, covenant, and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or rights herein released and discharged except as set forth herein.

H. Counterparts

90. This Settlement Agreement may be executed in counterparts with signatures transmitted by facsimile or as an electronic image of the original signature. When each Party has signed and delivered at least one such counterpart, each counterpart will be deemed an original, and, when taken together with other signed counterparts, will constitute one Settlement Agreement, which will be binding upon and effective as to all Parties. A facsimile signature or electronic image will have the same force and effect as the original signature.

READ CAREFULLY BEFORE SIGNING

PLAINTIFF

Dated: _____

Carmen Garcia

PLAINTIFF

Dated: 10/23/2024

Chance macaire
Chance macaire (Oct 23, 2024 22:21 PDT)

Chance Macaire

PLAINTIFF

Dated: 10/23/2024

Arturo Sarmiento III
Arturo Sarmiento III (Oct 23, 2024 14:34 PDT)

Arturo Sarmiento III

PLAINTIFF

CALIBER HOLDINGS LLC

Dated: 11/6/2024

MARK CHLOVER
Name: MARK CHLOVER
Title: CLO

APPROVED AS TO FORM

Dated: October 23, 2024

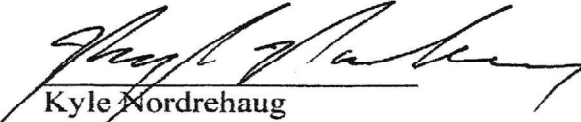
**CASTLE LAW: CALIFORNIA
EMPLOYMENT COUNSEL, PC**



Timothy B. Del Castillo
Attorneys for Plaintiff Carmen Garcia

**BLUMENTHAL NORDREHAUG
BHOWMIK DE BLOUW LLP**

Dated: 10/24/24



Kyle Nordrehaug
Attorneys for Plaintiff Chance Macaire

MORGAN, LEWIS & BOCKIUS LLP

Dated: November 6, 2024



Carrie A. Gonell
Attorneys for Defendant Caliber Holdings LLC

EXHIBIT A

<<FIRST_NAME>><<LAST_NAME>>
<<ADDRESS1>>
<<ADDRESS2>>

Re: Settlement Payment from *Carmen Garcia et al. v. Caliber Holdings of California, LLC, et al.* Lawsuit

Enclosed is your settlement payment from the settlement of the lawsuit entitled *Carmen Garcia et al. v. Caliber Holdings of California, LLC, et al.*, Placer County Case No. S-CV-0050365.

This lawsuit is seeking claims against Caliber Holdings LLC (“Caliber”); Caliber Holdings Corporation; Caliber Holdings of California LLC; and Philip Tarin pursuant to the Private Attorneys General Act of 2004, California Labor Code §§ 2698, *et seq.* (called “PAGA”). The lawsuit was brought by Plaintiffs as proxies and agents of the State of California Labor Workplace Development Agency (“LWDA”) and all allegedly “aggrieved employees” of Caliber who worked as employees in California.

The plaintiffs in the case claimed that Caliber owed penalties under PAGA for certain California Labor Code violations because Caliber failed to: pay minimum wages; pay overtime or pay overtime at the correct rate of pay; pay for all hours worked; pay double time; pay non-productive time pay; pay all wages or pay all wages at the correct rate; pay reporting time pay, properly pay for sick time including paying sick time at the correct rate; pay all vested vacation and holiday time including vacation time at the correct rate of pay; provide meal periods; provide rest periods; pay meal and rest premiums at the correct rate of pay; timely pay final wages and wages earned during employment; provide reimbursement for necessary business-related expenditures; maintain wage-related records and/or furnish accurate wage statements; provide employment records upon request; provide suitable seating and/or to allow employees to sit when it did not interfere with the performance of their duties; and made unlawful deductions, and failed to disclose deductions. Caliber denies that it did anything wrong and denies that it owes any penalties. The parties agreed to resolve the case, and as part of that settlement, Caliber agreed to pay a certain amount of money categorized as PAGA penalties. Under the PAGA statute, penalties are divided between the LWDA and aggrieved employees.

Because you were employed by Caliber as a non-exempt employee in California during the period from May 27, 2022, through **DATE**, you have been identified as one of the employees on whose behalf the case was brought.

Enclosed is a check made out to you. The check represents your share of the settlement for PAGA civil penalties (\$_____). Whether you cash or deposit that check, the LWDA is waiving and releasing any PAGA claim, from May 27, 2022, through **DATE**, for failure to pay minimum wage, failure to pay overtime or pay overtime at the correct rate of pay, failure to pay for all hours worked (off-the-clock work), failure to pay double time, failure to pay non-productive time pay, failure to pay all wages or pay all wages at the correct rate, failure to pay reporting time pay, failure to properly pay for sick time including paying sick time at the correct rate, failure to pay all vested vacation and holiday time including vacation time at the correct rate of pay, failure to provide meal periods, failure to provide rest periods, failure to pay meal and rest premiums at the correct rate of

pay, failure to timely pay final wages and wages earned during employment, failure to provide reimbursement for necessary business-related expenditures, failure to maintain wage-related records and/or furnish accurate wage statements, failure to provide employment records upon request, unlawful deductions, failure to provide suitable seating, and includes all such claims from May 27, 2022 through the earlier of the Approval Date or August 27, 2024.

If you have any questions, you can contact the settlement administration at [REDACTED].

EXHIBIT #2

Blumenthal Nordrehaug Bhowmik DeBlouw LLP

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

INVOICE

Invoice # 1
Date: 11/12/2024
Due On: 12/12/2024

Chance Macaire
155 S 1st
PO Box 2333
Santa Maria, CA 93457

CA2897

Caliber Holdings

Services

Type	Date	Notes	Quantity	Rate	Total
Service	02/06/2023	Review and analyze original intake notes. Legal research regarding related litigation in state and federal court. Research Defendant's business operations in CA. Analyze secretary of state website. Conference with Plaintiff to discuss.	4.60	\$850.00	\$3,910.00
Service	02/08/2023	Review documents and emails from Plaintiff regarding workplace discrimination and retaliation issues. Conference with Plaintiff to discuss. Legal research regarding recent court opinions for DFEH claims. Analyze individual damages.	4.10	\$850.00	\$3,485.00
Service	02/10/2023	Review entire employment file for legal claims. Analyze all pay statements for 226(a) and overtime violations. Research code of federal regulations and California law for exclusions to regular rate. Conference with Plaintiff to obtain background facts for complaint.	4.50	\$850.00	\$3,825.00
Service	02/13/2023	Draft original complaint. Analyze facts and law.	4.60	\$850.00	\$3,910.00
Service	02/15/2023	Review status and research from ND; review draft complaint; analysis of facts and claims; provide input to ND	2.00	\$950.00	\$1,900.00
Service	02/17/2023	Draft complaint. Send to Plaintiff for approval. Call to discuss claims and process of lawsuit.	4.50	\$850.00	\$3,825.00
Service	02/18/2023	Review facts and law. Draft internal case notes memo.	2.10	\$850.00	\$1,785.00

Service	02/24/2023	Review arbitration agreement; analysis of arbitration issues; review memo from ND; advise ND	1.00	\$950.00	\$950.00
Service	02/25/2023	Review and analyze arbitration agreement. Call with Plaintiff to discuss facts surrounding the signing of the agreement. Legal research regarding procedural and substantive unconscionability. Analyze enforceability of agreement.	3.90	\$850.00	\$3,315.00
Service	03/02/2023	Review PAGA claims and penalties. Draft PAGA Notice. Upload to LWDA website and provide status update to Plaintiff.	2.10	\$850.00	\$1,785.00
Service	03/08/2023	Review case notes/damage an	0.50	\$675.00	\$337.50
Service	03/08/2023	Review & analyze employment file documents	3.00	\$675.00	\$2,025.00
Service	03/09/2023	Review, edit & finalize class action complaint draft	3.00	\$675.00	\$2,025.00
Service	03/09/2023	Draft summons & civil case cover sheet re class action	0.50	\$675.00	\$337.50
Service	03/10/2023	Review & finalize class action complaint package; file in Merced Sup. Ct.	0.50	\$675.00	\$337.50
Service	03/14/2023	Review court-returned docs; review docket; memo to firm re judicial/departement assignment and status of initial case management conference re class action	0.50	\$675.00	\$337.50
Service	03/15/2023	Review filed documents and court notice; review memo from RE; review status and next steps	0.50	\$950.00	\$475.00
Service	03/23/2023	Review complaint, analyze, advise ND	2.60	\$450.00	\$1,170.00
Service	04/03/2023	Revise complaint, advise ND	2.60	\$450.00	\$1,170.00
Service	05/02/2023	Review docket; review Notice of CMC; memo to firm re initial CMC hearing	0.40	\$675.00	\$270.00
Service	05/02/2023	Review file; prepare initial documents for service of process; identify reg. agent; send out for service via Knox re class action	0.75	\$675.00	\$506.25
Service	05/04/2023	File proof of service of summons re class action; memo to firm re post service written discovery	0.50	\$675.00	\$337.50
Service	05/08/2023	Reviewed PAGA letter, case notes and correspondence.	0.50	\$675.00	\$337.50
Service	05/15/2023	Reviewed, pleadings correspondence and calendar for upcoming discovery deadlines. Discussed discovery with Team.	0.70	\$675.00	\$472.50
Service	05/16/2023	Review/revise draft discovery responses; advise TM	2.00	\$750.00	\$1,500.00
Service	05/16/2023	Draft Discovery: Reviewed file to draft discovery to Defendant; reviewed and revised Plaintiff's initial discovery to Defendant; finalized, signed and prepared discovery for filing.	1.60	\$450.00	\$720.00

Service	05/17/2023	Draft Discovery: Revised and finalized Plaintiff's initial discovery to Defendant.	0.30	\$450.00	\$135.00
Service	05/22/2023	Review and update Exhibit Book; advise TM	2.00	\$750.00	\$1,500.00
Service	05/22/2023	Draft: Drafted Exhibit Book for file.	1.30	\$450.00	\$585.00
Service	05/31/2023	Call with defense counsel re proper named defendant entity; advise RE and ND; discuss appropriate action	0.30	\$750.00	\$225.00
Service	06/14/2023	Review file and served discovery; advise TM re correspondence with defense counsel	0.70	\$750.00	\$525.00
Service	06/14/2023	Correspondence with Opposing Counsel: Reviewed file to determine case status; email to OPC re Defendant's PMK deposition.	0.50	\$450.00	\$225.00
Service	07/07/2023	Review file; f/u meet and confer with defense counsel; discuss arb agreement with KN; advise team re PAGA action	0.80	\$750.00	\$600.00
Service	07/07/2023	Analysis of arbitration issues and advise JH	0.30	\$950.00	\$285.00
Service	07/11/2023	Correspondence with Opposing Counsel: Email to and from OPC re meet and confer for CMC.	0.40	\$450.00	\$180.00
Service	07/11/2023	Reviewed Correspondence Re: Meet and confer for CMC.	0.30	\$675.00	\$202.50
Service	07/27/2023	Analysis of arbitration issues; review documents; advise SP	0.40	\$950.00	\$380.00
Service	07/27/2023	Draft Request For Dismissal without Prejudice and Proposed Order, Declaration In Support of. Forward to Attorney Puche for completion and finalization.	1.00	\$250.00	\$250.00
Service	07/27/2023	Review/analyze Arb Agreement; discuss with KN	0.70	\$750.00	\$525.00
Service	07/27/2023	Reviewed correspondence and discussed meet and confer efforts with TM. Reviewed and analyzed Arbitration Agreement. Discussed with KN and JSH. Reviewed, revised and finalized Dismissal of Class Claims without Prejudice and accompanying Declaration. Arranged for service and filing of Dismissal paperwork.	3.60	\$675.00	\$2,430.00
Service	07/27/2023	Review status and emails; review dismissal issues because of arb; discuss arb issues	0.50	\$950.00	\$475.00
Service	07/28/2023	Review file; confer w SP/JH & ND re amended paga notice as to caliber holdings llc and caliber holdings of california llc	0.50	\$675.00	\$337.50
Service	07/28/2023	Execute and finalize Proof of Service. Process and submit Request and [Proposed] Order for Dismissal without Prejudice, Declaration ISO and Proof of Service to Court for filing via One Legal. Send courtesy copy to counsel (not made an appearance) and served agent	0.50	\$250.00	\$125.00

		via US Mail.			
Service	07/28/2023	Reviewed correspondence confirming filing and updated team.	0.30	\$675.00	\$202.50
Service	07/28/2023	Discussed and corresponded re: Amended PAGA Notice and PAGA-only Complaint with Team and adding Defendants.	0.80	\$675.00	\$540.00
Service	07/29/2023	Draft PAGA Only Complaint	4.50	\$675.00	\$3,037.50
Service	07/29/2023	Review PAGA Notice. Review and revise PAGA complaint. Discuss with R. Ehmann. Status update to Plaintiff.	1.90	\$850.00	\$1,615.00
Service	08/04/2023	Discussed Doe Defendants with Team and assisted in researching entities on SOS and Internet.	1.70	\$675.00	\$1,147.50
Service	08/07/2023	Reviewed the revised PAGA-Only Complaint.	0.80	\$675.00	\$540.00
Service	08/08/2023	Review PAGA only complaint and allegations; advise staff	0.50	\$950.00	\$475.00
Service	08/15/2023	Review and Analyze: Reviewed and analyzed Court's order granting dismissal without prejudice.	0.20	\$450.00	\$90.00
Service	08/15/2023	Reviewed correspondence from Court. Reviewed and analyzed Court Order and circulated to team.	1.10	\$675.00	\$742.50
Service	09/14/2023	Correspondence with counsel in related matter re JPA	0.30	\$750.00	\$225.00
Service	09/14/2023	Review and revise JPA. Analyze related litigation and overlap. Send JPA to Plaintiff for signature. Conference to discuss JPA terms and status of lawsuit.	1.70	\$850.00	\$1,445.00
Service	09/14/2023	Analyze joint employer issues - advise NBB. Review JPA. Draft send corr to cocounsel re same.	5.00	\$895.00	\$4,475.00
Service	09/14/2023	Review JPA and staff emails; review analysis and research from AJ	1.00	\$950.00	\$950.00
Service	10/05/2023	Reviewed and advised re: Arbitration Complaint.	1.40	\$675.00	\$945.00
Service	10/10/2023	Review and analyze suitable seating claims. Legal research reading previous court decisions and settlements regarding the same. Status update to Plaintiff.	2.90	\$850.00	\$2,465.00
Service	10/11/2023	Review PAGA waiting period expiration; advise SP re filing of amended action	0.30	\$750.00	\$225.00
Service	10/11/2023	Reviewed calendar, case notes, orders, Complaints and PAGA notices. Discussed with JSH.	0.70	\$675.00	\$472.50
Service	10/12/2023	Reviewed orders, PAGA letter, Amended PAGA letter, Complaint and case notes. Correspondence with Team.	1.10	\$675.00	\$742.50
Service	10/12/2023	Reviewed case notes, pleadings, correspondence and	0.90	\$675.00	\$607.50

		calendar. Updated team on expiration of PAGA waiting period. Corresponded with team.			
Service	10/13/2023	Review file; review & revise PAGA only complaint; finalize draft for filing	1.00	\$675.00	\$675.00
Service	10/13/2023	Draft summons & civil case cover sheet & addendum/ statement of location re paga only action	0.50	\$675.00	\$337.50
Service	10/13/2023	Review & finalize paga only complaint package; file in LA Sup. Ct.	0.50	\$675.00	\$337.50
Service	10/13/2023	Review court returned docs re PAGA action; review docket; memo to firm re judicial/departement assignment and status of initial case management conference	0.50	\$675.00	\$337.50
Service	10/13/2023	Provide notice to LWDA of PAGA action filing	0.40	\$675.00	\$270.00
Service	10/14/2023	Review filed complaint and court notices; review memo from RE; analyze re: next steps and strategy	0.50	\$950.00	\$475.00
Service	10/20/2023	Reviewed Court's Notice of Case Management Conference.	0.20	\$450.00	\$90.00
Service	11/01/2023	Review related matters; review/revise draft notices of association of counsel; circulate to co-counsel; call with co-counsel re same	1.00	\$750.00	\$750.00
Service	11/15/2023	Review sick pay and vacation pay claims. Analyze pay stubs. Legal research. Conference with Plaintiff to discuss.	2.80	\$850.00	\$2,380.00
Service	12/10/2023	Review and respond to aggrieved employees regrading case status and claims made in lawsuit. Analyze case file and court docket.	0.80	\$850.00	\$680.00
Service	12/11/2023	Review file; prep docs for service of process re PAGA action; identify reg. agents; send out for service of process	0.75	\$675.00	\$506.25
Service	12/18/2023	File proof of service of summons re PAGA action; memo to firm re post service written discovery	0.50	\$675.00	\$337.50
Service	12/29/2023	Reviewed Notice of Rejected Service of Process.	0.20	\$450.00	\$90.00
Service	01/11/2024	Reviewed and analyzed Defendant's Answer to Complaint.	0.80	\$450.00	\$360.00
Service	01/12/2024	Review Def answer; review research and analysis from staff regarding claims and facts; analyze claims and theories for liability	0.75	\$950.00	\$712.50
Service	01/22/2024	Review/analyze corr from cocounsel re discovery. Review/analyze status of discovery in our cases. Begin drafting informal discovery demand letter and considering mediators for case.	4.00	\$895.00	\$3,580.00
Service	01/23/2024	Correspondence with co-counsel and defense counsel	0.40	\$750.00	\$300.00

		re mediation			
Service	01/26/2024	Reveiwed orders, pleadings, calendar and docket for upcoming CMC Statement deadline.	0.70	\$675.00	\$472.50
Service	02/05/2024	Execute and finalize Proof of Service. Process and submit Plaintiff's Initial Status Conference Statement to court for filing via One Legal and serve via email.	0.50	\$250.00	\$125.00
Service	02/05/2024	Reveiwed case file, pleadings, orders, case notes, local rules and correspondence. Drafted and sent Joint Initial Status Conference Statement to Opp. Counsel. Discussed filings with Opp Counsel. Drafted Plaintiff's ISC Statement. Arranged for service and filing of ISC Statement.	3.80	\$675.00	\$2,565.00
Service	02/19/2024	Planned and prepared for upcoming Case Management Conference.	1.00	\$450.00	\$450.00
Service	02/20/2024	Planned and prepared for upcoming CMC; Attended CMC; advised firm re status following CMC.	2.10	\$450.00	\$945.00
Service	02/20/2024	Email to and from OPC re global mediation and selection of mediator.	0.40	\$450.00	\$180.00
Service	02/20/2024	Discuss with TM re CMC; advise on litigation strategy; correspondence with defense counsel re potential mediation	0.80	\$750.00	\$600.00
Service	02/20/2024	Analyze corr re mediator selections/proposals. Review/ assess each mediator. Review results of those mediators in our prior cases. Review memo from cocounsel re same. Draft/send corr re same. Continue analyzing mediation data/discovery needs.	4.00	\$895.00	\$3,580.00
Service	02/27/2024	Discussion with co-counsel re mediators	0.30	\$750.00	\$225.00
Service	02/29/2024	F/u corresp. with defense counsel and co-counsel re mediation	0.40	\$750.00	\$300.00
Service	03/01/2024	Review/analyze corr from cocounsel re mediator/ mediation. Perform research in file re mediator's results. Draft/send response. Analyze docs in file. Continue analyzing/drafting mediation data demand requests.	5.00	\$895.00	\$4,475.00
Service	03/06/2024	Reveiwed case notes, docket, correspondence, orders and calendar for upcoming Deadline	0.30	\$675.00	\$202.50
Service	03/13/2024	Reveiwed calendar and correspondence for Service Deadline.	0.30	\$675.00	\$202.50
Service	03/25/2024	Corresp. with co-counsel and defense counsel re mediation data	0.40	\$750.00	\$300.00
Service	03/25/2024	Analyze memo from team re client's individual needs for mediation. Analyze client's individual facts - draft mediation brief.	3.00	\$895.00	\$2,685.00

Service	03/27/2024	Reveiwed calendar and advised team of mediation data deadline.	0.30	\$675.00	\$202.50
Service	04/03/2024	Reveiwed calendar and case file for mediation deadlines. Advised Team.	0.30	\$675.00	\$202.50
Service	04/04/2024	Calendar mediation. Begin drafting mediation brief. Analyze JPA issues. Analyze state of law re PAGA.	4.00	\$895.00	\$3,580.00
Service	04/08/2024	Reveiwed case notes, documents, pleadings, correspondence and A/C Communications. Drafted and revised Mediation Data Request. Sent to AJB for approval. Sent Mediation Data Request to Co-Counsel.	3.10	\$675.00	\$2,092.50
Service	04/08/2024	Reviewed case notes, rep folder and correspondence. Called and sent email to Client.	0.40	\$675.00	\$270.00
Service	04/09/2024	Review file and case notes; revise draft mediation data request corresp.; advise SP	0.40	\$750.00	\$300.00
Service	04/10/2024	Reveiwed correspondence. Followed up with Co-Counsel re: Mediation Data Request. Corresponded with CO-Counsel and reviewed their mediation Data Request.	0.90	\$675.00	\$607.50
Service	04/10/2024	Review case notes and mediation correspondence and discussions	0.40	\$950.00	\$380.00
Service	04/11/2024	Reviewed documents, exhibit book and created Mediation Document.	0.30	\$675.00	\$202.50
Service	04/25/2024	Review and analyze discovery produced to date. Review related litigation. Analyze all data produced by defendant for mediation purposes. Call with both Plaintiffs regrading facts for mediation brief, settlement authority and general status update. Prepare for mediation.	5.40	\$850.00	\$4,590.00
Service	04/29/2024	Review and analyze pay stub exemplars for wage statement and regular rate issues. Legal research regarding the same. Call Plaintiff to discuss various pay codes and origins. Analyze Defendant's written wage and hour policy documents.	3.80	\$850.00	\$3,230.00
Service	05/01/2024	Reveiwed documentation, correspondence, case notes and calendar. Advised team on deadlines.	0.50	\$675.00	\$337.50
Service	05/02/2024	Legal research regarding previous settlements with similar claims and pay periods for mediation valuation. Research PAGA Ballot initiative and PAGA settlement issues.	3.60	\$850.00	\$3,060.00
Service	05/03/2024	Discussed case with Client. Created and finalized Client Case Notes Intake for Mediation. Sent follow up email requesting documents from Client.	1.40	\$675.00	\$945.00
Service	05/04/2024	Review research and analysis from ND; review information regarding prior settlement; analysis of	1.00	\$950.00	\$950.00

		issues for mediation			
Service	05/05/2024	Review original intake notes of additional Plaintiff Sarmiento. Analyze entire employment file for legal claims. Research regarding the same. Conference with Plaintiff to discuss legal claims and facts.	3.00	\$850.00	\$2,550.00
Service	05/07/2024	Prep for mediation. Analyze claims. Advise cocounsel on sampling issues.	2.00	\$895.00	\$1,790.00
Service	05/07/2024	Discuss mediation data and sample percentage with Team. Corresponded with Counsel and set Meet and Confer Call.	0.60	\$675.00	\$405.00
Service	05/07/2024	Reveiwed and organized Plaintiff's docs in Exhibit Book	0.70	\$675.00	\$472.50
Service	05/09/2024	Prepare for and attend meet and confer call with co-counsel and defense counsel re mediation data; discuss with co-counsel and advise team	0.60	\$750.00	\$450.00
Service	05/09/2024	Reveiwed correspondence, communications, documents and case notes. Sent communication to Opp Counsel Re. Mediation Data.	0.90	\$675.00	\$607.50
Service	05/09/2024	Discussed with Team. Discussed with Client. Reviewed, revised and updated Case Notes Intake.	1.30	\$675.00	\$877.50
Service	05/09/2024	Review/analyze write up re AE count. Analyze sampling issues. Review plaintiffs docs/complaint - analyze claims.	5.00	\$895.00	\$4,475.00
Service	05/10/2024	Review facts and law. Draft mediation brief.	4.90	\$850.00	\$4,165.00
Service	05/10/2024	Reviewed correspondence and saved mediation data points to file.	0.50	\$675.00	\$337.50
Service	05/13/2024	Review and analyze employment file of additional class member. Call with class member to discuss claims and inclusion into lawsuit. Research additional defendants to add. Analyze CA sec. of State website regarding the same. Draft mediation brief.	4.20	\$850.00	\$3,570.00
Service	05/14/2024	Reviewed and analyzed Defendant's notice of related case.	0.20	\$450.00	\$90.00
Service	05/14/2024	Reveiwed correspondence, discussed internally with Team. Sent correspondence to Opp Counsel Re: Mediation Data. Corresponded with Co-Counsel re: Sample size and AE Size.	1.20	\$675.00	\$810.00
Service	05/15/2024	Reviewed Defendant's notice of related case.	0.20	\$450.00	\$90.00
Service	05/15/2024	Reveiwed correspondence and documents. Followed up with Opp Counsel Re: Mediation Data.	0.30	\$675.00	\$202.50
Service	05/17/2024	Review/analyze defendant's mediation doc/dat production; circulate and update file; discuss with team	2.00	\$750.00	\$1,500.00

Service	05/17/2024	Corresponded with Opp Counsel and Co-Counsel Re: Mediation Data.	0.50	\$675.00	\$337.50
Service	05/21/2024	Review and analyze expert penalty report and notes and assumptions. Review mediation briefs and all exhibits attached thereto. Status update to Plaintiffs.	3.20	\$850.00	\$2,720.00
Service	05/22/2024	Review/analyze/revise mediation brief prepared by co-counsel; discuss with team and co-counsel; advise AJB	2.00	\$750.00	\$1,500.00
Service	05/22/2024	Reveiwed Documents and revised exhibit book in anticipation of Mediation.	4.20	\$675.00	\$2,835.00
Service	05/22/2024	Review final mediation brief and materials; review exhibit book; review memo from JH; analysis of issues	1.00	\$950.00	\$950.00
Service	05/23/2024	Review docs in file and research issues presented at mediation; advise AJB; discuss with AJB re outcome of mediation; review draft MOU	3.50	\$750.00	\$2,625.00
Service	05/23/2024	Prep and appear for mediation. Confer w/ mediator re: MOU.	10.00	\$895.00	\$8,950.00
Service	05/23/2024	Attend mediation	8.00	\$450.00	\$3,600.00
Service	05/23/2024	Review mediation issues and outcome; review emails	0.30	\$950.00	\$285.00
Service	05/28/2024	Draft/send corr to defense attorney following up with signing of MOU. Analyze status of case calendar.	1.00	\$895.00	\$895.00
Service	05/29/2024	Review further revisions to MOU; discuss with AJB	0.60	\$750.00	\$450.00
Service	05/29/2024	review MOU and docs, analyze re approval issues. Advise KN	2.50	\$995.00	\$2,487.50
Service	05/29/2024	Review revisions to MOU; analysis of settlement issues; review issues from NBB	1.00	\$950.00	\$950.00
Service	05/30/2024	Review docs re settlement approval issues, analyze.	3.00	\$995.00	\$2,985.00
Service	06/03/2024	Review draft MOU, analyze re final. Advise Aj	2.50	\$995.00	\$2,487.50
Service	06/07/2024	Review fully execute MOU: discuss approval process with NBB; discuss with RE and advise	1.50	\$750.00	\$1,125.00
Service	06/07/2024	Review final, signed MOUs; review emails and memo from NBB; analysis of settlement issues; respond to questions	1.00	\$950.00	\$950.00
Service	06/07/2024	Review & analyze final MOU; review file; email to co-counsel re FAC to be filed in Garcia	1.00	\$675.00	\$675.00
Service	06/07/2024	Finalize MOU, analyze, Advise RE.	3.00	\$995.00	\$2,985.00
Service	06/07/2024	Review mediation notes. Review and analyze MOU terms. Send MOU to two Plaintiffs for signature. Calls to discuss terms and settlement amounts/process of PAGA approval.	1.60	\$850.00	\$1,360.00

Service	06/12/2024	Review final MOU; analysis re next steps; review emails and memo from NBB	1.00	\$950.00	\$950.00
Service	06/12/2024	Phone conf/confer w ND re amended PAGA notice re Sarmiento; next steps re PAGA approval	0.40	\$675.00	\$270.00
Service	06/12/2024	Review file; email to OPC & co-counsel re next steps re PAGA approval items; confirmation of necessary tasks & assignment of duties	0.50	\$675.00	\$337.50
Service	06/12/2024	Review file; begin drafting First Amended Complaint	3.50	\$675.00	\$2,362.50
Service	06/19/2024	Reviewed Defendant's joint status report; revised joint status report; email to OPC re joint status report.	0.60	\$450.00	\$270.00
Service	06/19/2024	Phone conf. w co-counsel re status of def. signatures on MOU; next steps re approval ie amended paga notice/amended complaint	0.50	\$675.00	\$337.50
Service	06/19/2024	Review/revise draft Joint Report; advise TM	0.30	\$750.00	\$225.00
Service	06/19/2024	Discuss with co-counsel and AJB re amended PAGA letter	0.50	\$750.00	\$375.00
Service	06/19/2024	Review file; draft 2nd amended PAGA notice; email to ND re same	2.50	\$675.00	\$1,687.50
Service	06/20/2024	Phone conf. w ND re 2nd amended PAGA notice; revise PAGA notice draft	1.00	\$675.00	\$675.00
Service	06/20/2024	Review file; continue draft of First Amended Complaint	2.50	\$675.00	\$1,687.50
Service	06/20/2024	Discuss settlement with RE regarding amended PAGA notice and complaint; advise	1.00	\$750.00	\$750.00
Service	06/20/2024	Review status; review draft FAC; review Amd PAGA notice draft; analysis of issues, corrections and next steps; advise staff	1.00	\$950.00	\$950.00
Service	06/21/2024	ROA review and obtain remote appearance information/Coordinate LACourt Connect for Case Management Conference.	0.20	\$250.00	\$50.00
Service	06/21/2024	Review & finalize 2nd amended PAGA notice; serve on LWDA & def.	0.50	\$675.00	\$337.50
Service	06/21/2024	Review/analyze recent court filings. Draft/send corr to defendant re signing of MOU. Analyze progress of finalizing settlement.	2.00	\$895.00	\$1,790.00
Service	06/24/2024	Reviewed file and Court docket; Drafted notice of continued CMC; Email to OPC re notice.	0.70	\$450.00	\$315.00
Service	06/28/2024	Reviewed Court's notice re continuance hearing and order.	0.20	\$450.00	\$90.00
Service	06/28/2024	Review file; email to OPC re long form agreements & next steps re approval	0.40	\$675.00	\$270.00

Service	06/28/2024	Execute and finalize Proof of Service. Serve Notice Re Continuance of Hearing and Order via email. Process and submit the Proof of Service for filing via One Legal.	0.50	\$250.00	\$125.00
Service	07/08/2024	Reviewed Defendant's CMC Statement.	0.30	\$450.00	\$135.00
Service	07/11/2024	Revise and revise first draft of First Amended Complaint; prepare redline for co-counsel; email to co-counsel re draft FAC to be sent to OPC next day.	1.00	\$675.00	\$675.00
Service	07/11/2024	Review/analyze draft FAC for consistency w/ original complaints/mediation notes/etc.	3.00	\$895.00	\$2,685.00
Service	07/11/2024	Review FAC and insure it complies with settlement issues and approval plan	0.80	\$950.00	\$760.00
Service	07/12/2024	Email to OPC re draft FAC	0.30	\$675.00	\$202.50
Service	07/31/2024	Review file; follow up email to OPC re status of FAC draft and draft long form Agreements	0.40	\$675.00	\$270.00
Service	08/04/2024	Review and analyze long form settlement agreement terms and exhibits thereto. Provide status update to Plaintiffs.	0.80	\$850.00	\$680.00
Service	08/06/2024	Review file; drafted Declaration of Plaintiff Macaire in support of PAGA Approval Motion; Drafted Declaration of Plaintiff Arturo 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	08/07/2024	Discussed Caliber PAGA Approval Motion Process and accompanying documents with NB and Team.	0.40	\$675.00	\$270.00
Service	08/08/2024	Confer w SP re status of case; approval motion; email to OPC re status of long form Agreements	0.50	\$675.00	\$337.50
Service	08/08/2024	Reveiwed MOU. Pleadings, related cases, correspondence, mediation brief and case notes. Started Drafted PAGA Settlement Approval Motion. Discussed with RE and JSH.	4.20	\$675.00	\$2,835.00
Service	08/14/2024	Review MOU and mediation expert analysis; begin to review/revise draft PAGA Approval Motion	1.50	\$750.00	\$1,125.00
Service	08/14/2024	Review status and emails; review terms of MOU; prepare scheduling memo for NBB	0.50	\$950.00	\$475.00
Service	08/23/2024	Review/analyze status of settlement; corresp. with client re same	0.30	\$750.00	\$225.00
Service	08/26/2024	Advise TM and SP re amended pleading	0.30	\$750.00	\$225.00
Service	08/27/2024	Review file and MOU deadlines; f/u with defense counsel re default of agreement	0.40	\$750.00	\$300.00
Service	08/28/2024	Review/analyze Defendants' draft longform agreement;	1.70	\$750.00	\$1,275.00

further revise and circulate to KN for review					
Service	09/03/2024	Reveiwed correspondence, calendar, orders and docket, and updated client on case status.	0.50	\$675.00	\$337.50
Service	09/04/2024	Review draft agreement from Defendant; review proposed revisions by JH; analyze issues and draft memo to JH	2.00	\$950.00	\$1,900.00
Service	09/04/2024	Further discuss Defendant's longform PAGA agreement with KN; further revise accordingly and send to co-counsel for review; prepare/send requests for admin. bids and compare	1.00	\$750.00	\$750.00
Service	09/05/2024	Review MOU and settlement Agreement. Discussion with Attorney Puche. Draft Stipulation and Proposed Order for Leave to file First Amended Complaint in the Garcia Matter.	1.00	\$250.00	\$250.00
Service	09/06/2024	Discussion with Attorney Puche regarding not have appeared in the Garcia matter. Prepare Notice of Appearance and forward to attorney Puche for review.	1.00	\$250.00	\$250.00
Service	09/10/2024	File, serve, update pos re Notice of Appearance in related Garcia matter.	0.60	\$250.00	\$150.00
Service	09/10/2024	Reveiwed correspondence and discussed with JSH and KN. Discussed with Co- Counsel. Reviewed and revised Notice of Appearance and arranged for service and filing.	0.90	\$675.00	\$607.50
Service	09/10/2024	Review status and analysis of issues from staff; advise staff	0.50	\$950.00	\$475.00
Service	09/12/2024	Review/analyze further longform revisions made by co-counsel; discuss with KN; circulate collectively revised draft to defense counsel	1.00	\$750.00	\$750.00
Service	09/12/2024	Revised and finalized First Amended Complaint. Reviewed analyzed and revised Stipulation for leave to file FAC. Sent FAC and Stip to Co-Counsel for review and approval prior to sending to OPC. Revised and finalized draft stipulation. Reviewed MOU and FAC and revised damages to comport with PAGA.	2.50	\$675.00	\$1,687.50
Service	09/12/2024	Review draft agreement; review co-counsel revisions to agreement; review memo from JH and analyze and respond to issues	2.00	\$950.00	\$1,900.00
Service	09/13/2024	Review/revise updated draft FAC	0.50	\$750.00	\$375.00
Service	09/13/2024	Discussed with JSH. Revised, finalized and sent Stipulation and FAC to OPC for review.	0.80	\$675.00	\$540.00
Service	09/18/2024	Review file and corresp; f/u with defense counsel re revisions to longform agreement	0.30	\$750.00	\$225.00
Service	09/23/2024	Reviewed Court's notice re continuance of hearing and	0.20	\$450.00	\$90.00

		order.			
Service	09/24/2024	Execute and finalize Proof of Service. Process and submit the Stipulation and [Proposed] Order to File First Amended Complaint to court for filing via One Legal and serve electronically.	0.50	\$250.00	\$125.00
Service	09/24/2024	Prepare Proof of Service. Serve Court's Notice Re Continuance of Hearing and Order via US Mail and email. Process and submit POS to court for filing via One Legal.	0.50	\$250.00	\$125.00
Service	09/24/2024	Reveiwed correspondence from OPC and made revisions to First Amended Complaint. Finalized stipulation for fling First Amended Complaint. and arranged for filing of Stipluation.	0.80	\$675.00	\$540.00
Service	10/02/2024	F/u with defense counsel re revisions to longform	0.20	\$750.00	\$150.00
Service	10/07/2024	F/u with defense counsel re longform	0.20	\$750.00	\$150.00
Service	10/08/2024	Call with co-counsel re status of settlement approval process	0.40	\$750.00	\$300.00
Service	10/08/2024	Research ROA and obtain filed Order for Leave to file FAC. Download and save to the file and forward to staff.	0.20	\$250.00	\$50.00
Service	10/08/2024	Revised FAC; email to co-counsel re FAC.	0.40	\$450.00	\$180.00
Service	10/09/2024	Discussed case with Client Sarmiento. Reviewed case file and calendar.	0.40	\$675.00	\$270.00
Service	10/18/2024	Discuss matter with co-counsel; draft individual settlement agreement for Plaintiff Macaire; draft individual settlement for Plaintiff Sarmiento	1.50	\$750.00	\$1,125.00
Service	10/18/2024	Reveiwed correspondence Re: Settlement. Discussed with JSH.	0.50	\$675.00	\$337.50
Service	10/21/2024	Review/analyze Defendant's further revisions to longform; discuss with KN	1.00	\$750.00	\$750.00
Service	10/22/2024	F/u corresp with co-counsel re defendant's revisions; discuss with KN	0.40	\$750.00	\$300.00
Service	10/22/2024	Review Defendant revisions to draft settlement agreement; review issues from JH; advise JH	1.75	\$950.00	\$1,662.50
Service	10/23/2024	Call with co-counsel re agreement; circulate final to defense counsel for execution	1.00	\$750.00	\$750.00
Service	10/24/2024	Review executed agreement; discuss with KN; advise team	0.70	\$750.00	\$525.00
Service	10/24/2024	Review final agreement and status of signatures; review MOUs; advise staff; execute PAGA agreement; email to Defendant; memo to staff regarding next steps	1.00	\$950.00	\$950.00

Service	10/24/2024	Review/revise draft Mtn for PAGA Approval	1.00	\$750.00	\$750.00
Service	10/24/2024	Reviewed mou and settlement agreement. Finalized PAGA approval motion. Discussed with JSH. Sent to KN.	3.90	\$675.00	\$2,632.50
Service	10/25/2024	Additional corresp. w defense counsel re individual agreements	0.30	\$750.00	\$225.00
Service	10/25/2024	Advise NBB re status of PAGA approval	0.30	\$750.00	\$225.00
Service	10/25/2024	review file, analyze for final. Advise JH.	3.00	\$995.00	\$2,985.00
Service	10/30/2024	Reveiwed calendar, case file and docket to prepare for appearance/deadline event. Discussed with Team.	0.20	\$675.00	\$135.00
Service	10/30/2024	Review status of signing long form. Draft Kullar section of brief. Strategize how to get Def to sign long form.	3.00	\$895.00	\$2,685.00
Service	11/01/2024	Reviewed and analyzed Defendant's CMC Statement.	0.40	\$450.00	\$180.00
Service	11/04/2024	Reviewed Defendant's notice of settlement.	0.20	\$450.00	\$90.00
Service	11/04/2024	Review status and emails; review TDC declaration; memo to co-counsel regarding issues to correct	1.00	\$950.00	\$950.00
Service	11/04/2024	Review draft declaration from co-counsel; discuss with KN	0.30	\$750.00	\$225.00
Service	11/04/2024	Review and revise motion for PAGA approval; email draft motion to Defendant; discuss with co-counsel; memo to staff regarding motion and next steps	3.00	\$950.00	\$2,850.00
Service	11/04/2024	Reviewed KN correspondence and redline to PAGA approval motion. Discussed with JSH. Reviewed MOU, Settlement Agreement and Drafted Proposed Order. Revised Proposed Order.	2.40	\$675.00	\$1,620.00
Service	11/04/2024	Review KN revisions to PAGA Approval motion; discuss with SP; review/revise draft proposed order and advise SP	0.70	\$750.00	\$525.00
Service	11/05/2024	Planned and prepared for upcoming CMC.	0.50	\$450.00	\$225.00
Service	11/05/2024	Prepare Request For Dismissal Without Prejudice as to the PAGA Matter in Los Angeles. Forward to attorney Moran for review and finalization.	0.50	\$250.00	\$125.00
Service	11/05/2024	Reviewed correspondence, MOU and Settlement agreement. Reveiwed PAGA dismissal, executed, finalized and arranged for service and filing.	0.80	\$675.00	\$540.00
Service	11/05/2024	Execute and finalize Proof of Service. Process and submit Request for Dismissal Without Prejudice (Los Angeles Sup Ct) to Court for filing via One Legal and serve via email.	0.50	\$250.00	\$125.00
Service	11/05/2024	Review/revise draft Macaire individual agreement;	1.00	\$750.00	\$750.00

		discuss with ND			
Service	11/05/2024	Review PAGA Approval motion for final, analyze.	3.50	\$995.00	\$3,482.50
Service	11/05/2024	Review and revise approval motion; prep approval chart; incorporate input from NBB	1.50	\$950.00	\$1,425.00
Service	11/06/2024	Reveiwed calendar, docket and case file. Prepared for deadline/hearing and discussed with Team.	0.20	\$675.00	\$135.00
Service	11/06/2024	Attended CMC; advised firm re case status following CMC.	1.20	\$450.00	\$540.00
Service	11/06/2024	Review/revise Sarmiento individual agreement; circulate both individual agreements to Defense Counsel for review	0.70	\$750.00	\$525.00
Service	11/07/2024	Review fully executed agreement; circulate to KN; advise team	0.30	\$750.00	\$225.00
Service	11/07/2024	Review and revise proposed order; revise and correct draft motion; email Defendant	2.00	\$950.00	\$1,900.00
Service	11/07/2024	Reveiwed PAGA motion. Discussed with JSH and KN.	0.40	\$675.00	\$270.00
Service	11/07/2024	Review final agreement, analyze. Advise KN.	3.00	\$995.00	\$2,985.00
Service	11/11/2024	Work on the motion; review issues to address and research answers; update motion	2.50	\$950.00	\$2,375.00
Service	11/12/2024	Draft declaration ISO motion for PAGA approval; review billing for accuracy; memo to staff	3.50	\$950.00	\$3,325.00
Service	11/12/2024	Review and revise motion; prepare final motion; file and serve motion; serve LWDA; memo to staff	2.75	\$950.00	\$2,612.50
Services Subtotal				\$269,167.50	

Expenses

Type	Date	Notes	Quantity	Rate	Total
Expense	03/03/2023	PAGA Filing Fee	1.00	\$75.00	\$75.00
Expense	03/14/2023	Onelegal/Court Fees	1.00	\$1,494.53	\$1,494.53
Expense	04/03/2023	Lexis Nexis	1.00	\$113.00	\$113.00
Expense	05/01/2023	Lexis Nexis.	1.00	\$220.00	\$220.00
Expense	05/04/2023	Onelegal/court fees	1.00	\$17.04	\$17.04
Expense	05/06/2023	Onelegal/Court Fees	1.00	\$123.80	\$123.80
Expense	05/31/2023	Knox	1.00	\$154.65	\$154.65
Expense	06/02/2023	Lexisnexis	1.00	\$242.00	\$242.00

Expense	07/03/2023	Lexis Nexis	1.00	\$242.00	\$242.00
Expense	08/02/2023	LexisNexis	1.00	\$220.00	\$220.00
Expense	08/09/2023	One Legal Invoice No. 05212980 (Class)	1.00	\$17.04	\$17.04
Expense	09/01/2023	Lexis Nexis	1.00	\$253.00	\$253.00
Expense	10/02/2023	LexisNexis	1.00	\$220.00	\$220.00
Expense	10/14/2023	Onelegal/Court Fees	1.00	\$465.49	\$465.49
Expense	12/03/2023	LexisNexis	1.00	\$231.00	\$231.00
Expense	12/18/2023	Onelegal/Court Fees	1.00	\$17.66	\$17.66
Expense	12/18/2023	Onelegal/Court Fees	1.00	\$17.66	\$17.66
Expense	12/23/2023	Onelegal/Court Fees	1.00	\$51.48	\$51.48
Expense	12/31/2023	KNOX Filing and Messenger Service	1.00	\$153.45	\$153.45
Expense	12/31/2023	KNOX Filing and Messenger Service	1.00	\$60.95	\$60.95
Expense	12/31/2023	KNOX Filing and Messenger Service	1.00	\$224.45	\$224.45
Expense	01/02/2024	LexisNexis	1.00	\$220.00	\$220.00
Expense	02/01/2024	One Legal Invoice No. 05713720	1.00	\$19.71	\$19.71
Expense	02/05/2024	LexisNexis	1.00	\$447.00	\$447.00
Expense	03/04/2024	LexisNexis	1.00	\$645.00	\$645.00
Expense	03/08/2024	Mediation Fees - Michael Dickstein	1.00	\$8,100.00	\$8,100.00
Expense	04/01/2024	LexisNexis	1.00	\$693.00	\$693.00
Expense	05/01/2024	LexisNexis	1.00	\$671.00	\$671.00
Expense	06/03/2024	Lexis Nexis	1.00	\$638.00	\$638.00
Expense	06/12/2024	Berger Consulting Fee.	1.00	\$2,182.50	\$2,182.50
Expense	07/01/2024	One Legal Invoice No. 06166090	1.00	\$19.71	\$19.71
Expense	09/11/2024	One Legal/Court Fees	1.00	\$17.40	\$17.40
Expense	11/12/2024	Filing fee - motion	1.00	\$60.00	\$60.00
Expenses Subtotal				\$18,327.52	

Time Keeper	Quantity	Rate	Total
AJ Bhowmik	51.0	\$895.00	\$45,645.00
Norm Blumenthal	20.5	\$995.00	\$20,397.50

Scott Blumenthal	13.2	\$450.00	\$5,940.00
Nicholas De Blouw	71.0	\$850.00	\$60,350.00
Ricardo Ehmann	34.2	\$675.00	\$23,085.00
Jeffrey Herman	39.8	\$750.00	\$29,850.00
Trevor Moran	17.1	\$450.00	\$7,695.00
Kyle Nordrehaug	38.95	\$950.00	\$37,002.50
Sergio Puche	55.3	\$675.00	\$37,327.50
Heather Drosi	6.9	\$250.00	\$1,725.00
Gerardo Galaviz	0.6	\$250.00	\$150.00
			Subtotal
			\$287,495.02
			Total
			\$287,495.02

Detailed Statement of Account

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
1	12/12/2024	\$287,495.02	\$0.00	\$287,495.02
				Outstanding Balance
				\$287,495.02
				Total Amount Outstanding
				\$287,495.02

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

Please pay within 30 days.

EXHIBIT #3

Blumenthal Nordrehaug Bhowmik De Blouw LLP

2255 Calle Clara, La Jolla, California 92037

Tel: (858) 551-1223

Fax: (858) 551-1232

FIRM RESUME

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

ATTORNEY BIOGRAPHIES

Norman B. Blumenthal

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

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

Admitted: 1973, Illinois; 1976, California

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

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

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

Summer Intern (1971) with Harvard Voluntary Defenders

Kyle R. Nordrehaug

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

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

Admitted: 1999, California

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

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

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

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

Aparajit Bhowmik

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

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

Admitted: 2006, California

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

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

Awards: Rising Star 2015

Nicholas J. De Blouw

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

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

Admitted: 2011, California

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

Piya Mukherjee

Associate Attorney

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

Admitted: 2010, California

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

Victoria Rivapalacio

Associate Attorney

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

Admitted: 2011, California

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

Ricardo 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)

CLASS ACTION & REPRESENTATIVE CASES

4G Wireless Wage Cases, Orange County Superior Court, JCCP No. 4736; Classic Party Rentals Wage & Hour Cases, Los Angeles Superior Court, Case No. JCCP No. 4672; Abu-Arafeh v. Norco Delivery Service, Inc., San Francisco County Superior Court, Case No. CGC-14-540601; Aburto v. Verizon, U.S. District Court, Southern District California, Case No. 11-cv-0088; Adkins v. Washington Mutual Bank, Class Certification Granted, San Diego County Superior Court, Case No. GIC819546; Agah v. CompUSA, U.S. District Court, Central District of California, Case No. SA CV05-1087 DOC (Anx); Akers v. The San Diego Union Tribune, San Diego County Superior Court, Case No 37-2010-00088571; Altman v. SolarCity Corporation, San Diego County Superior Court, Case No. 37-2014-00023450-CU-OE-CTL; Aquino v. Macy's West Stores, Orange County Superior Court, Case No. 30-2010-00395420; Baker v. Advanced Disability Management, Inc., Sacramento County Superior Court, Case No. 34-2014-00160711; Barcia v. Contain-A-Way, U.S. District Court, Southern District California, Case No. 07 cv 0938; Bates v. Verengo, Inc., Orange County Superior Court, Case No. 30-2012-00619985-CU-OE-CXC; Battle v. Charming Charlie Inc., San Diego County Superior Court, Case No. 37-2014-00005608; Behar v. Union Bank, Orange County Superior Court, Case No. 30-2009-00317275; Bell v. John Stewart Company, Alameda County Superior Court, Case No. RG14728792; Bennett v. Custom Built Personal Training Monterey County Superior Court, Case No. M127596; Bermant v. Bank of America, Investment Services, Inc., Los Angeles Superior Court, Civil Action No. BC342505; Bethley v. Raytheon Company, United States District Court, Central District of California, Case No. SACV10-01741; Betorina v. Randstad US, L.P., U.S. District Court Northern District of California, Case No. 3:15-cv-03646-MEJ; Beverage v. Edcoa Inc., Sacramento County Superior Court, Case No. 2013-00138279; Bova v. Washington Mutual Bank / JP Morgan Chase, U.S. District Court, Southern District California, Case No. 07-cv-2410; Bowden v. Sunset Parking Services, LLC & LAZ Parking California, LLC - Settled San Diego County Superior Court, Case No. 37-2012-00101751-CU-OE-CTL; Briseno v. American Savings Bank, Class Certification Granted, Orange County Superior Court, Case No. 774773; Brueske v. Welk Resorts, San Diego Superior Court, Case No 37-2010-00086460; Bueche v. Fidelity National Management Services, U.S. District Court, Eastern District of California, Case No. 13-cv-01114; Bunch v. Pinnacle Travel Services, LLC, Los Angeles County Superior Court, Case No. BC552048; Butler v. Stericycle, Inc & Appletree Answering Services of California, Inc., Sacramento County Superior Court, Case No. 34-2015-00180282; Cabral v. Creative Communication Tech., Class Certification Granted, Los Angeles Superior Court, Case No. BC402239; Cardoza v. Wal-Mart Associates, Inc., U.S. District Court Northern District of California, Case No. 4:15-cv-01634-DMR; Castro v. Vivint Solar, Inc., San Diego County Superior Court, Case No. 37-2014-00031385-CU-OE-CTL; Cavazos v. Heartland Automotive Services, Inc., Riverside County Superior Court, Case No. PSC 1401759; Cohen v. Bosch Tool, San Diego Superior Court, Case No. GIC 853562; Comstock v. Washington Mutual Bank - Class Certification Granted, San Diego County Superior Court, Case No. GIC820803; Conley v. Norwest, San Diego County Superior Court, Case No. N73741; Connell v. Sun Microsystems, Alameda Superior Court, Case No. RG06252310; Corrente v. Luxe Valet, Inc., San Francisco County Superior Court, Case No. CGC-15-545961; Cruz v. Redfin Corporation, U.S. District Court Northern District of California, Case No. 3:14-cv-05234-THE; Culley v. Lincare Inc. & Alpha Respiratory Inc., U.S. District Court eastern District of California, Case No. 2:15-cv-00081-GEB-CMK; Cunningham v. Leslie's Poolmart, Inc., U.S. District Court, Central District of California, Case No. 13-cv-02122-CAS; Curry v. California Testing Bureau/McGraw Hill, U.S. District Court, Northern District of California, Case No. C-05-4003 JW; Daniels, et al. v. Philip Morris, (In Re Tobacco Cases II) – Class Certification Granted, San Diego Superior Court, Case No. JCCP 4042; Davis v. Genex

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Medical Group, Los Angeles Superior Court, Case No. BC586369; Hughes v. Parexel International, Los Angeles County Superior Court, Case No. BC485950; Hurley v. Comcast of California/Colorado/Texas/Washington, Inc., Sonoma County Superior Court, Case No. SCV-253801; Irving v. Solarcity Corporation, San Mateo County Superior Court, Case No. CIV525975; Jacobs v. Nu Horizons - Settled Santa Clara County Superior Court, Case No. 111cv194797; Jefferson v. Bottling Group LLC (Pepsi) - Class Certification Granted, Orange County Superior Court, Case No. 30-2009-0018010; Jones v. E*Trade Mortgage, U.S. District Court, Southern District California Case No. 02-CV-1123 L (JAH); Kennedy v. Natural Balance - Dismissal Reversed on Appeal, San Diego Superior Court, Case No. 37-2007-00066201; Keshishzadeh v. Arthur J. Gallagher Service Co., U.S. District Court, Southern District of California, Case No. 09-cv-0168; Kinney v. AIG Domestic Claims / Chartis, U.S. District Court, Central District of California, Case No. 8:10-cv-00399; Kizer v. Tristar Risk Management, Orange County Superior Court, Case No. 30-2014-00707394-CU-OE-CXC; Kleinberg v. Reeve Trucking Company, Inc., San Diego County Superior Court, Case No. 37-2015-00001601-CU-OE-CTL; Kove v. Old Republic Title, Alameda County Superior Court, Case No. RG09477437; Krellcom v. Medley Communications, Inc., San Diego County Superior Court, Case No. 37-2013-00050245-CU-OE-CTL; Ladd v. Extreme Recovery, LP, Contra Costa County Superior Court, Case No. MSC11-02790; Langille v. EMC, U.S. District Court, Southern District of California, Case No. 09-cv-0168; Lawson v. Marquee Staffing, Los Angeles County Superior Court, Case No. 37-2012-00103717-CU-OE-CTL; Lazar v. Kaiser Foundation Health Plan, Inc., Santa Clara County Superior Court, Case No. 1-14-cv-273289; Lemmons v. Kaiser Foundation Hospitals, Inc., Sacramento County Superior Court, Case No. 34-2012-00125488; Levine v. Groeniger, Alameda County Superior Court, Case No. RG09476193; Linder v. OCWEN (In re Ocwen Federal Bank FSB Servicing Litig.) U.S. District Court, Central District California, Case No. 07cv501, U.S. District Court, Northern Dist. Illinois, Case No. MDL 1604; Litton v. Diebold, Incorporated, San Mateo County Superior Court, Case No. CIV524776; Lohn v. Sodexo, Inc. & SDH Services West, LLC, U.S. District Court Central District of California, Case No. 2:15-CV-05409; Lopez v. K-Mart, Ventura County Superior Court, Case No. BC351983; Louie / Stringer v. Kaiser, U.S. District Court, Southern District California, Case No. 08-cv-0795; Lucero v. Sears, U.S. District Court Southern District of California, Case No. 3:14-cv-01620-AJB; Lucero v. Kaiser Foundation Hospitals, Inc., San Diego County Superior Court, Case No. 37-2013-00075933-CU-OE-CTL; Magallanes v. TSA Stores, Inc., Santa Clara County Superior Court, Case No. 1-15-cv-283586; Magana v. El Pollo Loco, Inc., Orange County Superior Court, Case No. 30-2012-00613901-CU-OE-CXC; Maitland v. Marriott, U.S. District Court, Central District California, Case No. SACV 10-00374; Mann v. NEC Electronics America, Santa Clara County Superior Court, Case No. 109CV132089; Martinez v. Hydro-Scape Products, Inc., San Diego County Superior Court, Case No. 37-2014-00029157-CU-OE-CTL; Mathies v. Union Bank - Class Certification Granted, San Francisco County Superior Court, Case No. CGC-10-498077; McDermott v. Catalina Restaurant Group Inc., Orange County Superior Court, Case No. 30-2012-00574113-CU-OE-CXC; McPhail v. First Command, United States District Court for the Southern District of California, Case No. 05CV0179 IEG (JMA); Medina v. Universal Protection Service, LP, Santa Clara County Superior Court, Case No. BC572848; Meierdiercks v. 8x8, Inc., Santa Clara County Superior Court, Case No. 110CV162413; Metrow v. Liberty Mut. Managed Care LLC - Class Certification Granted, U.S. District Court Eastern District of California, Case No. 16-1133 JGB (Kkx); Meyer v. Thinktank Learning, Inc., Santa Clara County Superior Court, Case No. 1-15-cv-282698; Morales v. Wells Fargo Insurance Services USA, Inc., U.S. District Court Northern District of California, Case No. 3:13-cv-03867-EDL; Morse v. Marie Callender Pie Shop, U.S. District Court, Southern District California, Case No. 09-cv-1305; Moynihan v. Escalante Golf, Inc. & Troon Golf, LLC, San Diego County Superior Court, Case No. 37-2012-00083250-CU-OE-CTL; Muntz v. Lowe's HIW, San Diego County Superior Court, Case No. GIC880932; Najarian v. Macy's West Stores, Orange County Superior Court, Case No. 30-2010-00418401; Nelson v. Avon Products, Inc., Class Certification Granted, U.S. District Court for The Northern District of California, Case No. 13-cv-02276-BLF; Nguyen v. Wells Fargo Home Mortgage, Orange County

Superior Court, Case No. 05 CC 00116; Ochoa v. Eisai, Inc., U.S. District Court, Northern District California, Case No. 3:11-cv-01349; Ogans v. Nationwide Credit, Inc., Sacramento County Superior Court, Case No. 34-2012-00121054; Ohayon v. Hertz, United States District Court, Northern District of California, Case No. 11-1662; Olvera v. El Pollo Loco, Inc., Orange County Superior Court, Case No. 30-2014-00707367-CU-OE-CXC; Orozco v. Illinois Tool Works Inc., Class Certification Granted, U.S. District Court, Eastern District of California, Case No. 14-cv-02113-MCE; Ortega v. Prime Healthcare Paradise Valley, LLC, San Diego County Superior Court, Case No. 37-2014-00011240-CU-OE-CTL; Patel v. Nike Retail Services, Inc., U.S. District Court Northern District of California, Case No. 3:14-cv-04781-RS; Patelski v. The Boeing Company, United States District Court, Southern District of New York; transferred to United States District Court, Eastern District of Missouri; Pearlman v. Bank of America, San Diego Superior Court; Perry v. AT&T, U.S. District Court, Northern District California, Case No. 11-cv 01488; Picus v. Wal-Mart Stores, U.S. District Court, District of Nevada, Case No. 2:07-CV-00682; Pittard v. Salus Homecare, U.S. District Court, Southern District California, Case No. 08 cv 1398; Port v. Southern California Permanente Medical Group, San Diego County Superior Court, Case No. 37-2007-00067538; Postema v. Lawyers Title Ins. Corp., Orange County Superior Court, Case No. 30-2010-00418901; Pratt v. Verizon, Orange County Superior Court, Case No. 30-2010-00430447; Proctor v. Ameriquest, Orange County Superior Court, Case No. 06CC00108; Ramirez v. Estenson Logistics, LLC, Orange County Superior Court, Case No. 30-2015-00803197-CU-OE-CXC; Ray v. Lawyers Title, Fidelity National, Commonwealth Land Title, Chicago Title, Orange County Superior Court, Case No. 30-2010-00359306; Renazco v. Unisys Technical Services, L.L.C., San Francisco County Superior Court, Case No. CGC-14-539667; Reynolds v. Marlboro/Philip Morris U.S.A., United States Court of Appeals for the Ninth Circuit, Case No. 08-55114, U.S. District Court, Southern District of California, Case No. 05 CV 1876 JAH; Rezec v. Sony, San Diego Superior Court; Rix v. Lockheed Martin Corporation, U.S. District Court, Southern District of California, Case No. 09-cv-2063; 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); Ritchie v. Mauran Ambulance Services, Inc., Los Angeles County, Case No. BC491206; Rivers v. Veolia Transportation Services, Class Certification Granted, Sonoma County Superior Court, Case No. SCV 255350; Roeh v. JK Hill, San Diego Superior Court, Case No. 37-2011-00089046; Rodriguez v. Protransport-1, LLC, San Francisco County Superior Court, Case No. CGC-12-522733; Romero v. Central Payment Co., LLC, Marin County Superior Court, Case No. CIV 1106277; Salas v. Evolution Hospitality, LLC, San Diego County Superior Court, Case No. 37-2012-00083240-CU-OE-CTL; Salem v. Alliance Human Services, Inc., San Diego County Superior Court, Case No. CIVRS1401129; Sanchez v. Beena Beauty Holding, Inc. d/b/a Planet Beauty, Los Angeles County Superior Court, BC566065; Santone v. AT&T – Settled United States District Court, Southern District of Alabama; Santos v. Sleep Train (Sleep Train Wage and Hour Cases), Orange County Superior Court, Case No. 30-2008-00214586, San Francisco County Superior Court, Case No. JCCP 4553; Saravia v. O.C. Communciations, Sacramento County Superior Court, Case No. 34-2015-00180734; Sawyer v. Vivint, Inc., U.S. District Court, Northern District of Illinois, Case No. 1:14-cv-08959; Sayaman v. Baxter Healthcare, U.S. District Court, Central District of California, Case No. CV 10-1040; Schuler v. Ecolab, Inc., U.S. District Court, Southern District of California, Case No. 3:10-cv-02255; Schulz v. Qualxserv, LLC / Worldwide Techservices - Class Certification Granted, U.S. District Court, Southern District of California, Case No. 09-cv-0017; Serrato v. Sociedad Textil Lonia, Corp., San Diego County Superior Court, Case No. 37-2012-00101195-CU-OE-CTL; Shrivastara v. Fry's Electronics, Santa Clara County Superior Court, Case No. 111cv192189; Sierra v. Oakley Sales Corp., Orange County Superior Court, U.S. District Court Central District of California; U.S. Court of Appeals 9th Circuit; Sirota v. Swing-N-Slide, Wisconsin District Court, County of Rock Wisconsin, Case No. 95CV726J; Small v. Kaiser Foundation Hospitals - Settled San Diego County Superior Court, Case No. 37-2011-00099011-CU-OE-CTL; Smith v. Kaiser Foundation Hospitals, U.S. District Court, Southern District of California, Case No.

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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 #4

LAFFEY MATRIX

History

Case Law

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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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WRITERS EXT:
1004

March 3, 2023
CA 2897

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

Labor and Workforce Development Agency
Online Filing

Caliber Holdings L.L.C.
Certified Mail #70223330000181863616
CALIFORNIA CORPORATE AGENTS, INC.
2108 N ST STE C
SACRAMENTO, CA 95816

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 Caliber Holdings L.L.C. in California, including any employees staffed with Caliber Holdings L.L.C. by a third party, and classified as non-exempt employees during the time period of March 3, 2022 until a date as determined by the Court. Our offices represent Plaintiff Chance Macaire (“Plaintiff”) and other Aggrieved Employees in a lawsuit against Caliber Holdings L.L.C. (“Defendant”). Plaintiff was employed by Defendant in California from October 3, 2022 until January 13, 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 Statute of 2004 on behalf of Plaintiff and all Aggrieved Employees.

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

Respectfully,

/s/ Nicholas J. De Blouw

Nicholas J. De Blouw, Esq.

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

**2255 CALLE CLARA
LA JOLLA, CALIFORNIA 92037**

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Phone: (858) 551-1223

Fax: (858) 551-1232

WRITERS E-MAIL:
rico@bamlawca.com

WRITERS EXT:
1005

June 21, 2024
CA2897

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANTS

Labor and Workforce Development Agency
Online Filing

Caliber Holdings LLC
Caliber Holdings of California LLC
Caliber Holdings Corporation
Certified Mail #9589071052700182373647
Carrie A. Gonnell
Morgan , Lewis & Bockius LLP
600 Anton Blvd., Suite 1800
Costa Mesa, CA 92626-7653
carrie.gonnell@morganlewis.com

RE: **SECOND AMENDED NOTICE FOR LWDA CASE NO. LWDA-CM-939704-23**

Re: Notice Of Violations Of California Labor Code Sections §§ 201, 202, 203, 204 *et seq.*, 210, 212, 218, 221 226(a), 226.7, 227.3, 246 *et seq.*, 351, 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 Plaintiff Chance Macaire and other Aggrieved Employees in a lawsuit against Caliber Holdings LLC, Caliber Holdings of California and Caliber Holdings Corporation (“Caliber”). “Aggrieved Employees” refers to all individuals employed by Caliber Holdings LLC as non-exempt employees in California between May 27, 2022 and August 27, 2024.

Plaintiff Macaire sent an original PAGA Notice on March 3, 2022 to Caliber Holdings L.L.C. who was erroneously named in the complaint. Plaintiff Macaire sent an amended PAGA Notice on August 7, 2023 intended to correct the name of the defendant (Caliber Holdings LLC) and add two additional defendants (Caliber Holdings of California LLC and Caliber Holdings Corporation).

The purpose of this Second Amended PAGA Notice is to add Plaintiff Arturo Sarmiento III. Plaintiff Sarmiento III has been employed by Caliber in California since 2021 as a non-exempt employee. Plaintiff Macaire was employed by Caliber in California from October 3, 2022 until January 13, 2023. Plaintiffs were at all times classified by Caliber as non-exempt employees and entitled to the legally required meal and rest periods and payment of minimum and overtime wages due for all time worked under Caliber's control.

Caliber, 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, for all of their missed meal and rest breaks, and for all of their time spent working off the clock. Moreover, when Caliber required Plaintiffs and Aggrieved Employees to report for work, but "furnished less than half said employee's usual or scheduled day's work," Caliber 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 Caliber 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 Caliber failed to pay these employees reporting time pay as required by Cal. Code Regs., tit. 8, § 11040, subd. 5(B). Further, Caliber 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.*, Caliber failed to timely provide Plaintiffs and other Aggrieved Employees with their wages. Plaintiffs further contend that Caliber failed to provide accurate wage statements to them, 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 Caliber 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 contend that Caliber failed to comply with Industrial Wage Order 7(A)(3) in that Caliber 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. Caliber 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, 212, 218, 221 226(a), 226.7, 227.3, 246 *et seq.*, 351, 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 filed by Plaintiff Macaire 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 Macaire, (iv) sets forth the people/entities, dates, classifications, violations, events, and actions which are at issue to the

extent known to Plaintiff Macaire, and (v) sets forth the illegal practices used by Caliber, is attached hereto with this current correspondence. 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 incorporate the allegations of the attached Complaint into this letter as if fully set forth herein.

Further, once the statutory notice period has expired as to this amended notice, Plaintiff Macaire intends to file an amended complaint, adding Arturo Sarmiento III as a plaintiff, and alleging the following against Caliber: failure to pay minimum wages; failure to pay all overtime, including paying overtime at the correct overtime rate; failure to pay all wages, including paying all wages at the correct rate; failure to pay for all hours worked, including for off-the-clock work and due to editing employees' time records; working off-the-clock for after-hours communications; failure to pay for "on call time" and requiring employees to monitor cell phones; failure to pay employees for time spent undergoing mandatory temperature checks and COVID-19 screening questionnaires; underpayment of wages due to rounding; failure to pay reporting time pay; failure to properly pay for sick time including paying sick time at the correct rate; failure to pay all vested vacation and holiday time, including vacation time at the correct rate of pay; failure to specify in written vacation policy the rate at which employees would be paid vacation upon leaving employment; failure to provide all meal periods, including failure to provide second meal periods and requiring employees to work off the clock during meal periods, including due to rigorous work schedules and interruptions during meal breaks; rounding meal period times and editing time records to avoid paying meal premiums; failure to provide all rest periods (including second or third rest periods), including by restricting employees from unconstrained walks and preventing employees from leaving the work premises; failure to ensure rest periods were provided; requiring employees to assist customers or respond to phone calls during meal breaks, rest breaks, and outside of working hours; failure to pay meal and rest premiums at the correct rate of pay, by failing to include all non-discretionary bonuses, commissions, production bonuses, and other remuneration in the calculation; failure to timely pay wages during employment, including derivative violations; failure to timely pay wages within seven days after the close of the payroll period; failure to timely pay final wages, including derivative violations; failure to retain accurate time and pay records, including derivative violations; failure to provide accurate wage statements, including derivative violations; failure to provide payroll records upon request; unlawful deductions in violation of Labor Code §§ 212 and 221, and failure to disclose deductions; failure to provide reimbursement for all necessary business-related expenditures, including but not limited to cell phone costs; and failure to provide suitable seating and/or to allow employees to sit when it did not interfere with the performance of their duties. Plaintiffs incorporate these allegations into this amended notice as if fully set forth herein.

This notice is provided to enable Plaintiff Chance Macaire and Arturo Sarmiento III to proceed with the allegations against Caliber as authorized by California Labor Code section 2699, *et seq.* The pending lawsuit consists of other Aggrieved Employees. As counsel, our intention is to vigorously prosecute the claims as alleged in the Complaint against Caliber, 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/ Ricardo Ehmann

Ricardo R. Ehmann, Esq.

EXHIBIT #6



Quotation Request:

Jeffrey Herman
Blumenthal Nordrehaug Bhowmik De Blouw
jeff@bamlawca.com
858.551.1223

Case Name:

Caliber Holdings LLC

Date:

Thursday, September 5, 2024

RFP Number:

15412028

Prepared By:

Sean Hartranft
Apex Class Action LLC
Sean@apexclassaction.com
949.878.3676

Settlement Specifications	
Number of Aggrieved Employees	9,800
Certified Language Translation:	No
Static Settlement Website	No
Percentage of Undeliverable Mail	15%

Professional Services	Fee Calculation	Rate(s)	Quantity	Estimated Cost
Data Analytics and Standardization				
Import and Standardize Data*	Per Hour	\$125.00	8	\$1,000.00
Data Analyst	Per Hour	\$150.00	8	\$1,200.00
*Data provided must be in a workable format. Apex can standardize provided data at an additional cost of \$150/hr.				
Sub Total:				\$2,200.00
Project Management				
Project Management	Per Hour	\$150.00	10	\$1,500.00
Project Coordinator	Per Hour	\$90.00	8	\$720.00
Data Analyst and Reporting	Per Hour	\$140.00	7	\$980.00
Sub Total:				\$3,200.00
Toll-Free Contact Center, Website, Reporting & Pre-Distribution				
Form Set Up	Per Hour	\$120.00	1	\$120.00
Bilingual Toll-Free Contact Center	Static Rate	\$1,950.00	1	\$1,950.00
NCOA Address Update (USPS)	Static Rate	\$1,741.50	1	\$1,741.50
Settlement Status Reports	Static Rate	\$750.00	1	Waived
Sub Total:				\$3,811.50



Professional Services	Fee Calculation	Rate(s)	Quantity	Estimated Cost
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Distribution & Settlement Fund Management				
Settlement Calculations	Per Hour	\$120.00	8	\$960.00
Account Management and Reconciliation	Per Hour	\$140.00	8	\$1,120.00
Print & Mail Distribution Settlement Check (IRS Form 1099 if applicable)	Per Piece	\$0.85	9,800	\$8,330.00
USPS First Class Postage	Per Piece	\$0.69	9,800	\$6,762.00
Remail Distribution to Updated Address (Skip Trace)	Per Piece	\$1.95	1,470	\$2,866.50
Individual Income Tax Preparation & Reporting	Per Hour	\$100.00	8	\$800.00
QSF Income Tax Reporting (per calendar year)	Per Year	\$1,250.00	1	\$1,250.00
Sub Total:				\$22,088.50

Post Distribution Reconciliation				
Bank Account Reconciliation	Per Hour	\$135.00	8	\$1,080.00
Project Management Reconciliation	Per Hour	\$100.00	8	\$800.00
Declarations	Per Hour	\$120.00	6	\$720.00
Sub Total:				\$2,600.00

WILL NOT EXCEED:				\$33,900.00
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Thank you for your business!



Terms & Conditions

The following Terms and Conditions govern the provision of all services to be provided by Apex Class Action and its affiliates ("Apex") to the Client. These terms and conditions are binding and shall apply to all services provided by Apex in relation to any related services or products.

1. **Services:** Apex commits to providing the Client with the administrative services detailed in the attached Proposal (the "Services").

2. **Payment Terms:** As compensation for the legal services to be provided, the Client agrees to pay Apex all fees detailed in the Proposal. The fees quoted in the Proposal (and any subsequent proposals for additional services) are estimates based on the information provided to Apex by the Client. Apex makes no representation that the estimated fees in the Proposal or any subsequent proposals for additional services shall equal the actual fees charged by Apex to the Client, which fees (including individual line items) may be greater or less than estimated. If additional services are requested on an hourly basis and are not specifically detailed in the Proposal, Apex will prepare estimates for such services subject to approval by the Client. In the performance of such additional services, Apex will charge standard hourly fees which shall apply.

3. **Incurred Expenses:** In relation to the provision of services outlined in this agreement, the Client agrees to reimburse Apex for all reasonable out-of-pocket expenses incurred. Such expenses may include, but are not limited to, costs associated with postage, media production or publication, banking fees, brokerage fees, messenger and delivery service expenses, travel expenses, filing fees, office supplies, meals, staff overtime expenses, and other related costs and expenses. If not otherwise specified in writing, fees for print notice and certain expenses, such as media publication and postage, must be paid immediately upon invoicing and, in certain cases, at least ten (10) days prior to the date on which such expenses will be incurred.

4. **Invoicing:** Apex shall present invoices for its fees and expenses on a monthly basis, except as provided in Section 3. The Client agrees to pay each invoice within 30 days of receipt. In the event of non-payment within 90 days of the billing date, an additional service charge of 1.5% per month may apply. Apex reserves the right to increase its prices, charges, and rates annually, subject to reasonable adjustments. If any price increases exceed 10%, Apex shall give thirty (30) days' notice to the Client. In the event of any unpaid invoices beyond 120 days of the due date, Apex reserves the right to withhold services and reports until payment is received, subject to notice to the Client. It is important to note that Apex's failure to provide services and reports in such instances shall not constitute a default under this agreement.

5. **Case Duration:** The duration of these Terms and Conditions, except for the data storage obligations stated in Section 13, shall be in effect until 30 days following the completion of the Services as described in the Proposal. The parties may extend these Terms and Conditions in writing for a mutually agreed-upon period beyond this initial 30-day period.

6. **Termination of Services:** Either party may terminate the Services by providing thirty (30) days written notice to the other party. Alternatively, termination may occur immediately upon written notice for Cause, as defined below. Cause means (i) Apex's gross negligence or willful misconduct that causes serious and material harm to the Client; (ii) the Client's failure to pay Apex invoices for more than one hundred twenty (120) days from the date of the invoice; or (iii) the accrual of invoices or unpaid services where Apex reasonably believes it will not be paid. Termination of the Services shall not relieve the Client of its obligation to pay Apex for services rendered prior to the termination.

7. **Independent Contractor:** As an independent contractor, Apex will provide services under the terms of this agreement. It is agreed that neither Apex nor any of its employees will be considered an employee of the Client. Consequently, Apex and its employees will not be eligible for any benefits provided by the Client to its employees. The Client will not make any tax deductions from the payments due to Apex for state or federal tax purposes. Apex will be solely responsible for paying all taxes and other payments due on payments received from the Client under this agreement.

8. **Apex warrants that the Services outlined in the Proposal will be performed in accordance with the standards generally adhered to by professionals providing similar services. It is acknowledged that the Services may entail the likelihood of some human and machine errors, omissions, delays, and losses that may result in damage. However, Apex shall not be held liable for such errors, omissions, delays, or losses unless they are caused by its gross negligence or willful misconduct. In the event of any breach of this warranty by Apex, the Client's sole remedy will be limited to Apex's rerunning, at its expense, any inaccurate output provided that such inaccuracies occurred solely as a result of Apex's gross negligence or willful misconduct under this agreement.**

9. **Limitation of Liability:** The Client acknowledges that Apex shall not be held liable for any consequential, special, or incidental damages incurred by the Client in relation to the performance of Services, whether the claim is based on breach of warranty, contract, tort (including negligence), strict liability, or any other grounds. Under no circumstances shall Apex's liability to the Client, for any Losses (including court costs and reasonable attorney's fees), arising out of or in connection with these Terms and Conditions, exceed the total amount charged or chargeable to the Client for the specific service(s) that caused the Losses.

10. **Indemnification:** The Client agrees to indemnify and hold harmless Apex from any losses, suits, actions, judgments, fines, costs, liabilities, or claims arising from any action or proceeding relating to the Services provided by Apex, regardless of whether or not it results in liability (collectively referred to as "Indemnified Claims"). However, this indemnification provision shall not apply to the extent that such Indemnified Claims are caused by Apex's willful misconduct, gross negligence, or breach of these Terms and Conditions. This provision shall survive termination of the Services.

11. **Confidentiality:** Apex will uphold strict confidentiality between Apex and the Client and applies to all non-public records, documents, systems, procedures, processes, software, and other information received by either party in connection with the performance of services under these terms. Both Apex and the Client agree to keep confidential all such non-public information, including any material marked or identified as confidential or proprietary. Any such confidential information shall not be disclosed, provided, disseminated, or otherwise made available to any third party, except as required to fulfill the parties' obligations under these terms. The parties acknowledge that in the event of any request to disclose any confidential information in connection with a legal or administrative proceeding, or otherwise to comply with a legal requirement, prompt notice of such request must be given to the other party to enable that party to seek an appropriate protective order or other remedy or to waive compliance with the relevant provisions of these terms. If the Client seeks a protective order or another remedy, Apex, at the Client's expense, will cooperate with and assist the Client in such efforts. If the Client fails to obtain a protective order or waives compliance with the relevant provisions of these terms, Apex will disclose only that portion of the confidential information that it determines it is required to disclose. This confidentiality provision shall survive termination of the services provided. Both parties acknowledge and agree that any breach of these terms may cause irreparable harm to the non-breaching party and that injunctive relief may be necessary to prevent any actual or threatened breach. The terms set forth between the parties supersede all prior negotiations, understandings, and agreements between the parties concerning confidentiality. These terms may only be amended in writing and signed by both parties.

12. **Ownership of the programs, system data, and materials provided by Apex to the Client during the course of providing services herein shall solely belong to Apex. It is acknowledged that fees and expenses paid by the Client do not confer any rights in such property. It is also understood that the said property is made available to the Client solely for the purpose of using it during and in connection with the services provided by Apex.**

13. **Apex may derive financial benefits from financial institutions in connection with the deposit and investment of funds with such institutions, including without limitation, discounts on eligible banking services and fees, and loans at favorable rates.**

14. **COMPLETE AGREEMENT.** These Terms and Conditions, along with the attached Proposal, represent the complete agreement and understanding between the parties and override any prior agreements (whether written or oral) between Apex and the Client regarding the subject matter. Any modification to these Terms and Conditions may only be made in writing and must be signed by both Apex and the Client. The headings in this document are included for convenience only and do not alter or restrict any provisions in these Terms and Conditions. They may not be used in the interpretation of these Terms and Conditions.

15. **This provision outlines the requirements for providing notice or other communication under this agreement. All such communications must be in writing and can be delivered either by personal delivery or through U.S. Mail with prepaid postage or overnight courier. Once delivered personally or sent through the mail, the notice will be considered given after five (5) days from the deposit date in the U.S. Mail. Alternatively, if sent through an overnight courier, the notice will be considered given one business day after delivery to the such courier. It's important to note that the notice must be provided to a responsible officer or principal of the Client or Apex, depending on the case.**

16. **Force Majeure:** In the event of any failure or delay in performance due to circumstances beyond Apex's control, including but not limited to strikes, lockouts, fires, floods, acts of God or public enemy, riots, civil disorders, insurrections, war or war conditions, or interference by civil or military authorities, Apex shall not be held liable for any resulting loss or damage. The time for performance under this agreement shall be extended for a period equal to the duration of the disabling cause and a reasonable time thereafter. This provision shall constitute a force majeure clause and shall be construed accordingly.

17. **The applicable state and federal laws shall govern the interpretation and enforcement of these Terms and Conditions. No choice of law or conflict of laws provisions shall affect this governing law provision.**

18. **Severability:** This applies to all clauses and covenants contained within these Terms and Conditions. In the event that any clause or covenant is deemed invalid, illegal, or unenforceable, the remaining provisions shall remain valid and enforceable to the fullest extent permissible by law. The validity, legality, and enforceability of the remaining provisions shall in no way be affected or impaired by the invalidity, illegality, or unenforceability of any provision deemed so.

19. **Nonwaiver:** This applies to these Terms and Conditions. This means that any failure by one party to enforce a provision of these terms on one or more occasions shall not be construed as a waiver of that provision. In other words, any failure to enforce a provision does not give up the right to enforce it in the future. All provisions of these Terms and Conditions remain in full force and effect, regardless of any prior failure to enforce them.