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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF SAN MATEO**

DANIEL KELLEY, on behalf of the State of
California, as a private attorney general,

Plaintiff,

vs.

ORACLE AMERICA, INC., a Corporation;
and DOES 1 through 50, inclusive,

Defendants.

Case No.: **23-CIV-03540**

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

Hearing Date: September 4, 2025
Hearing Time: 9:00 a.m.

Judge: Hon. Nina Shapirshteyn
Dept.: 11

Action Filed: July 31, 2023
Trial Date: Not Set

1 I, Kyle R. Nordrehaug, declare as follows:

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

8 2. A true and correct copy of the fully executed PAGA Settlement Agreement
9 (“Agreement”) with Defendant Oracle America, Inc., (“Defendant”) is attached as Exhibit #1. On
10 December 4, 2024, the Parties engaged in a mediation session before mediator Steven J. Serratore,
11 Esq. Through arms-length negotiations with the assistance of the mediator, the Parties reached an
12 agreement to settle the PAGA claims in this Action which led to the signing of a Memorandum of
13 Understanding.

14 3. The Litigation –

15 (a) Plaintiff’s Counsel mailed the necessary correspondence to the California Labor and
16 Workforce Development Agency (“LWDA”) on April 12, 2023, on behalf of Plaintiff, requesting
17 authorization from the LWDA to seek civil penalties as provided by the Private Attorney General Act
18 of 2004 (“PAGA”) for the wage and hour violations alleged in the PAGA Notice. The 65-day notice
19 period for the LWDA to notify of its intent to investigate expired on June 17, 2023. On July 31, 2023,
20 Plaintiff filed a Representative Action Complaint in this Court against Defendant Oracle America, Inc.
21 (“Defendant”) alleging a single cause of action for recovery of civil penalties for Violation of the
22 PAGA [Labor Code §§ 2698, *et seq.*]. On November 6, 2023, Oracle filed an Answer to the Complaint
23 denying all of the claims alleged and asserting affirmative defenses.

24 Plaintiff and Defendant agreed to mediate with Steven J. Serratore, Esq. Prior to the
25 mediation, the Parties conducted significant investigation and informal discovery of the facts and law.
26 Defendant produced hundreds of pages of documents relating to its policies, practices, and procedures
27 regarding paying non-exempt employees for all hours worked, overtime, meal and rest period policies,
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1 payroll and operations policies, and more. Plaintiff was provided with sufficient records and data to
2 determine the number of Alleged Aggrieved Employees and the number of Eligible Pay Periods. The
3 Parties agree that the above-described investigation and evaluation, as well as the information
4 exchanged during the settlement negotiations, are more than sufficient to assess the merits of the
5 Parties' positions and to compromise the issues on a fair and equitable basis.

6 (b) Plaintiff's theory of PAGA liability as argued at mediation alleged that
7 Defendant is liable for underpayment of wages as a result of rounding the start and end time of work
8 shifts and not paying for overtime worked. For example, Plaintiff alleged that while Defendant's
9 policies required Plaintiff and other Alleged Aggrieved Employees to record their hours and submit
10 their time sheets at least once a week, Alleged Aggrieved Employees were nonetheless constantly
11 reminded by management that they were highly compensated individuals and, as such, they were akin
12 to "salaried" employees". Plaintiff alleges that Alleged Aggrieved Employees were, therefore,
13 unlawfully ordered to round their time instead of record their exact time worked. Plaintiff also alleged
14 that Defendant directed the Alleged Aggrieved Employees to always fill out the time cards the same
15 way, including having a saved template for a standard 9-5 workweek that they were instructed to use
16 no matter what their actual hours were. Moreover, Plaintiff alleged that he was forbidden from
17 recording overtime even when he found himself working early and after the hours recorded on the
18 timecard almost every day. Plaintiff alleged that numerous times Plaintiff worked on weekend days
19 for important deals, taking meetings and filing paperwork on weekends and holidays. Out of the
20 57,677 shifts analyzed by Plaintiff's expert, 99.6% showed all entries recorded to a quarter hour
21 interval (e.g. 7:00 or 9:30). Plaintiff alleged that Defendant not only knew about and tolerated this
22 widespread off-the-clock work practice but encouraged Alleged Aggrieved Employees to promptly
23 read and respond to messages, emails, and answer phone calls – even if that meant to work during
24 lunch hours and before or after regular business hours.

25 In addition to off-the-clock work, Plaintiff alleged Defendant required employees to report
26 compliant meal periods on their time sheets, even if Alleged Aggrieved Employees took their meal
27 periods late or skipped them altogether. Plaintiff alleged at mediation that Defendant created the
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1 expectation that Alleged Aggrieved Employees had to continue working through meal periods if
2 current business required their attention. As a result, Plaintiff alleges he was often unable to take
3 compliant meal and rest breaks. Moreover, Defendant failed to provide Plaintiff and other Alleged
4 Aggrieved Employees with meal and rest break premium payments when these violations occurred.
5 Plaintiff alleged that, according to the data provided for mediation, there were only 26 meal premium
6 payments reported in 57,677 shifts analyzed, which is equivalent to only 2.7%. Plaintiff also alleged
7 at mediation that the wage statements provided to Plaintiff and other Alleged Aggrieved Employees
8 were often inaccurate.

9 (c) On December 4, 2024, the Parties engaged in an all-day mediation session before
10 Mediator Steven J. Serratore, Esq., a respected and experienced mediator knowledgeable of both the
11 wage and hour laws and representative claims at issue in this action. Through arms-length negotiations
12 with the assistance of the mediator, the Parties reached an agreement to settle the PAGA claims in this
13 action which led to the signing of a Memorandum of Understanding memorializing the settlement and
14 of the final PAGA Settlement Agreement. The settlement was negotiated in light of all known facts
15 and circumstances and the uncertainty associated with litigation – including the risk of Plaintiff not
16 being able to maintain representative claims, the difficulty of proving Plaintiff’s claims in a
17 manageable trial, the merits of Defendant’s potential defenses, and the significant delay and potential
18 appellate issues inherent to litigation – and was reached after extensive arm’s length negotiations, with
19 the assistance of Mediator Serratore.

20 4. The claim before this Court is solely the representative claim under PAGA on behalf
21 of the State of California for civil penalties pursuant to the PAGA. The parties have agreed to settle
22 this PAGA claim in its entirety after investigation and an arm’s length mediation session. The PAGA
23 settlement is subject to Court approval consistent with Labor Code §2699(1)(2). The Agreement
24 negotiated by the Parties provides for a “Gross Settlement Amount” payment in the amount of
25 \$2,360,000 to resolve the Released PAGA Claims (hereinafter referred to as the “PAGA Settlement”).
26 From this PAGA Settlement of \$2,360,000, there is a deduction of attorneys’ fees in the amount of
27 \$786,666 (which is one-third of the PAGA Settlement), reimbursement of incurred costs in an amount
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1 not to exceed \$35,000, a Service Award to Plaintiff with a maximum amount of \$20,000, and the
2 expense of settlement administration (“Settlement Administration Costs”) not to exceed \$25,000.
3 (Agreement at ¶¶ 29 (a-c)).¹ After these deductions, the amount remaining is the “Net PAGA
4 Settlement Amount”, which is estimated to be no less than \$1,493,334. Of the Net PAGA Settlement
5 Amount, seventy-five percent (75%) (no less than \$1,120,000.50) will be paid to the LWDA and the
6 remaining twenty-five percent (25%) (no less than \$373,333.50) will be paid to the Alleged Aggrieved
7 Employees (Agreement at ¶ 29(e)). This 75/25 allocation is required by Labor Code §2699 (as it was
8 in effect prior to June 2024) as explained by *ZB, N.A. v. Superior Court*, 8 Cal.5th 175 (2019).

9 “Alleged Aggrieved Employee” means all current and former non-exempt or hourly-paid
10 employees who were employed by Defendant Oracle America, Inc. in California for at least one
11 Eligible Pay Period. The PAGA Period is the time period from April 12, 2022 through February 2,
12 2025. (Agreement at ¶ 19). The Administrator will calculate each Alleged Aggrieved Employees’
13 Individual PAGA Payment by (a) dividing the amount of the Alleged Aggrieved Employees’ 25% share
14 of Net PAGA Settlement Amount by the total number of Eligible Pay Periods worked by all Alleged
15 Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Alleged
16 Aggrieved Employee’s Eligible Pay Periods. (Agreement at ¶ 29(e)). Defendant represents that there
17 are approximately 4,132 Alleged Aggrieved Employees who collectively worked for approximately
18 156,310 Eligible Pay Periods during the PAGA Period. (Agreement at ¶ 50). Effective on the date
19 when Defendant fully funds the entire Gross Settlement Amount, the Released Parties shall be entitled
20 to a release from all Alleged Aggrieved Employees as to the “Released PAGA Claims”, which means
21 any and all claims, debts, liabilities, demands, actions, or causes of action for civil penalties that were
22 alleged or which could have been alleged based on the factual allegations in the operative complaint
23 and Plaintiff’s LWDA letter in the Action that occurred during the PAGA Period including all claims
24 for civil penalties for failure to accurately record and pay for all time worked, including minimum
25 wages and overtime; failure to accurately calculate the regular rate of pay; failure to provide compliant

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27 ¹ If the Court awards less than the requested Settlement Administration Costs, Attorneys’ Fees and
28 Costs, or Service Award, the amounts not awarded will be added to the Net PAGA Settlement Amount
(Agreement at ¶ 29(b)).

1 meal and rest periods; failure to provide reporting time pay; failure to timely pay all wages due; failure
2 to accurately pay sick and vacation pay wages; failure to pay all wages due at termination, including
3 unlawful deductions and failing to pay vacation; failure to provide suitable seating; and failure to
4 provide accurate itemized wage statements, including by failing to show the correct gross and net wages
5 earned including alleged violations of California Labor Code Sections 201, 202, 203, 204, 210, 218,
6 221, 226, 226.7, 227.3, 246, 510, 512, 558, 1194, 1197, 1197.1, 1198, 2699 *et seq.*, California Code of
7 Regulations, Title 8, Section 11040, California Code of Regulations, Title 8, Section 11070, and the
8 applicable Wage Order(s). (Agreement at ¶ 30). The Released PAGA Claims expressly excludes any
9 other claims, including class claims, claims for vested benefits, wrongful termination, violation of the
10 Fair Employment and Housing Act, unemployment insurance, disability, social security, workers'
11 compensation, claims based on facts occurring outside the PAGA Period or claims set forth in
12 Plaintiff's separate confidential Individual Settlement Agreement. (*Id.*).

13 5. Attorney's Fees equal to one-third of the Gross Settlement Amount (\$786,666), a
14 Service Award to Plaintiff with a maximum amount of \$20,000 and attorney's costs in an amount not
15 to exceed \$35,000 will also be paid to Plaintiff's Counsel as part of the settlement in accordance with
16 California Labor Code § 2699(g)(1), as set forth in the Agreement. Lastly, payment to the Settlement
17 Administrator in an amount not to exceed \$25,000 to perform the administrative duties to distribute
18 the settlement money shall also be paid.

19 6. The Parties believe that the PAGA Settlement amount is fair and reasonable and
20 therefore should be reviewed and approved. Here, the Gross Settlement Amount of \$2,360,000 is more
21 than other PAGA settlements as it constitutes approximately \$15.10 per pay period. This PAGA
22 Settlement amount compares favorably to the estimated amount of PAGA penalties. With the
23 assistance of an expert, Plaintiff calculated that the maximum amount of statutory PAGA civil
24 penalties was potentially \$15,631,000 based on 156,310 pay periods applicable to the Alleged
25 Aggrieved Employees during the PAGA Period.² Importantly, however, these calculations were

26 ² Stacking is where more than one civil penalty is imposed in a pay period for the same conduct. The
27 valuation of \$15,631,000 is the civil penalty amount without stacking. If stacking is permitted, then
28 the valuation increases with each additional penalty added to each pay period. Plaintiff, however, is

1 performed at the maximum statutory rate for the penalties, when in fact, it is likely that any penalties
2 awarded would be at a lower rate. California Labor Code Section 2699(e)(1) permits a Court to award
3 a lesser amount than the maximum civil penalty if based on the facts and circumstances to do otherwise
4 would result in an award that is “unjust, arbitrary and oppressive or confiscatory.” Oracle disputed
5 these valuations and argued that, if any penalties would be awarded at all, the Court would have used
6 the discretion afforded to it under PAGA to award an amount of civil penalties far less than the
7 maximum due to the circumstances of this case and the claims at issue. In *Carrington v. Starbucks*
8 *Corp.*, 30 Cal. App. 5th 504 (2018), the Court of Appeal affirmed a judgment after trial which only
9 provided for a PAGA penalty of \$5 per pay period. Therefore, at trial, any PAGA penalties awarded
10 could be significantly less than Plaintiff’s calculation even where Plaintiff prevailed on the PAGA
11 claim. If the amount of \$5 per pay period from *Carrington v. Starbucks* is used, the potential recovery
12 of civil penalties would be only \$781,550, which is far less than this settlement provides.

13 7. Here, Plaintiff would need to prove that each Alleged Aggrieved Employee suffered a
14 violation for each Eligible Pay Period the employee worked in relation to meal or rest period
15 violations, failure to pay minimum wages, failure to pay overtime and sick pay wages, failure to
16 provide accurate itemized wage statements, failure to reimburse employees for required expenses, and
17 failure to pay wages when due. Oracle maintains that it complied with all applicable laws, including
18 the California Labor Code and wage orders, denies all of Plaintiff’s claims, and denies that Plaintiff
19 and the allegedly aggrieved employees are owed any penalties or any amount. Defendant asserted
20 additional defenses to the PAGA claim, both as to liability and as to the amount of penalties the Court
21 would have awarded, if any. While Oracle argued that imposing any amount of penalties would not
22 have been justified, it asserted that penalties, if any, could only be assessed at the initial violation rate
23 and that the Court would use its discretion to reduce any penalties awarded. These defenses present
24 a risk to the PAGA claims and the potential that some or all of the PAGA penalties sought may not be
25 awarded. Given Defendant’s potential defenses to the violations at issue, the risks and costs of

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27 not aware of any PAGA award which permitted stacking and in the cases cited herein, only one penalty
28 per pay period was assessed, and Oracle argued against stacking. Further, the recent 2024 amendment
to PAGA appears to bar stacking, casting further doubt on the availability of stacking.

1 continued litigation, Plaintiff and his attorneys believe that the PAGA Settlement is fair and
2 reasonable. Plaintiff's Counsel have significant experience litigating wage and hour claims including
3 claims for PAGA penalties, and the PAGA Settlement here is similar to or greater than similar
4 settlements that courts have approved. The PAGA Settlement, along with the other terms of the
5 proposed settlement, were negotiated by experienced counsel at arm's length with the assistance of a
6 private mediator, Steven J. Serratore, Esq.

7 8. Plaintiff's Counsel seeks approval of attorneys' fees from the PAGA settlement in the
8 amount of \$786,666 representing one-third of the \$2,360,000 Gross Settlement Amount. The payment
9 of attorneys' fees and costs to Plaintiff's Counsel under the Agreement is supported by several factors.
10 First, the requested fees are justified by the result achieved. Plaintiff's Counsel negotiated a recovery
11 of \$2,360,000, and this result justifies the requested fees equal to one third of this recovery. This
12 percentage is within the standard contingent recovery percentage of one-third, and this percentage is
13 what was expressly approved by the Supreme Court in *Laffitte v. Robert Half Int'l Inc.*, 1 Cal.5th 480,
14 504, (2016); *Amaro v. Anaheim Arena Mgmt., LLC*, 69 Cal. App. 5th 521, 545 (2021) (recognizing
15 that "fee awards in class actions average around one-third of the recovery" regardless of "whether
16 the percentage method or the lodestar method is used." (quoting *Chavez v. Netflix, Inc.*, 162
17 Cal.App.4th 43, 66, fn. 11 (2008))). Second, the fee award is justified by the work performed and
18 contributions to the case. The fee award represents Plaintiff's Counsel's current lodestar of
19 \$241,002.50 with a reasonable multiplier of less than 3.3, with significant additional work to be
20 performed such that the multiplier will ultimately be even less. As detailed in the accompanying
21 billing statement from BNBD, true and correct copies of which are attached hereto as Exhibit #2, the
22 current lodestar for my firm in this court matter as of August 8, 2025 is \$241,002.50 for more than
23 329 hours of work prosecuting the claims being resolved by this Settlement. This time does not include
24 time incurred after the billing was finalized and the time spent managing the completion of the
25 settlement, which I estimate will add another \$20,000 in additional lodestar. Third, the consideration
26 of the enhancement factors would justify the enhancement of the lodestar. Courts multiply the lodestar
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1 by a factor to account for the risk of non-payment, delay in payment, the quality of work, and the
2 novelty and difficulty of the issues involved.

3 9. The award of litigation expenses is based upon the actual expenses incurred by PAGA
4 Counsel, which currently are \$25,633.90 which is less than the \$35,000 allocation for costs in the
5 Agreement, so the difference of \$9,366.10 will be added to the Net PAGA Settlement Amount. The
6 litigation expenses incurred by BNBD total \$25,633.90 and were all reasonably necessary to the
7 litigation. The specific itemization of costs incurred by my firm are detailed in Exhibit #2 attached
8 hereto.

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10 Experience and Qualifications

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

17 (a) Blumenthal Nordrehaug Bhowmik De Blouw LLP was responsible for handling
18 the briefing and argument that resulted in the landmark ruling of *Sakkab v. Luxottica Retail N. Am.,*
19 *Inc.*, 803 F.3d 425 (9th Cir. 2015). There, Blumenthal Nordrehaug Bhowmik De Blouw LLP overcame
20 opposition by Littler Mendelson and amici Curiae briefs submitted by Mayer Brown LLP to persuade
21 the Ninth Circuit of the importance of the substantive rights of the State of California under the
22 California Private Attorney General Act of 2004 ("PAGA"). Blumenthal Nordrehaug Bhowmik De
23 Blouw LLP took the lead on this case where the ruling was the reaffirmation of the PAGA statute and
24 the *Iskanian* rule. Blumenthal Nordrehaug Bhowmik De Blouw LLP also has recently engaged in
25 noted appellate work on the subject of class actions in the California Court of Appeals resulting in the
26 opinions handed down in *Securitas Sec. Services USA, Inc. v. Superior Court*, 234 Cal. App. 4th 1109,
27 184 Cal. Rptr. 3d 568 (2015) (class or representative action waiver in an employment-related
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1 arbitration agreement was unenforceable); *Altman v. Solarcity Corp.*, No. D067582, 2016 Cal. App.
2 Unpub. LEXIS 3536 (Ct. App. May 13, 2016) (same). In 2015, Blumenthal Nordrehaug Bhowmik
3 De Blouw LLP received an award from the Daily Journal for Top Appellate Reversal, and Partner
4 Kyle Nordrehaug received an award from the Daily Journal as Top Labor & Employment Attorney
5 2016.

6 (b) Blumenthal Nordrehaug Bhowmik De Blouw LLP has litigated hundreds of
7 PAGA claims. In particular, in the last several years Blumenthal Nordrehaug Bhowmik De Blouw
8 LLP negotiated court-approved PAGA settlements with: (i) Mattress Firm in the amount of \$3,750,000
9 (*Miller v. Mattress Firm*, Santa Clara County Superior Court Case No. 17CV313148); (ii) CH
10 Robinson in the amount of \$630,000 (*Poublon v. C.H. Robinson*, U.S.D.C. Central District of
11 California Case No. 12-06654); (iii) Accentcare in the amount of \$500,000 (*Lanuza v. Accentcare*,
12 San Francisco Superior Court Case No. CGC-18-565521); (iv) Prime Healthcare in the amount of
13 \$700,000 (*Ortega v. Prime Healthcare Paradise Valley, LLC*, Superior Court of California for the
14 County of San Diego, Case No. 37-2014-00011240); (v) Planet Beauty in the amount of \$200,000
15 (*Sanchez v. Beena Beauty Holding, Inc.*, Superior Court of California for the County of Los Angeles,
16 Case No. BC566065); (vi) Holman Automotive Group in the amount of \$580,000 (*Gabriel v. KUNI*
17 *SDI, LLC, et al.*, Superior Court of California for the County of San Diego, Case No. 37-2017-
18 00025191); (vii) Aircraft Service International in the amount of \$1,100,000 (*Martin v. Aircraft Service*
19 *International, Inc., et al.*, Superior Court of California, County of San Francisco Case No. CGC-18-
20 566072); (viii) Easy Driving School in the amount of \$896,000 (*Thomas v. Easy Driving School*,
21 Superior Court for the County of San Diego, Case No. 37-2018-00047639); (ix) Café Rio in the
22 amount of \$835,000 (*Quincho v. Café Rio*, Superior Court for the County of San Bernardino, Case
23 No. CIVDS2011822); (x) Altamed in the amount of \$1,570,000 (*Meek v. Altamed Health Services*,
24 Superior Court for the County of Los Angeles, Case No. 20STCV47464); (xi) Lululemon in the
25 amount of \$1,200,000 (*O'Donnell v. Lululemon USA, Inc.*, Superior Court for the County of Ventura,
26 Case No. 56-2020-00542441); (xii) Yourmechanic in the amount of \$1,285,000 (*Provost v.*
27 *Yourmechanic, Inc.*, Superior Court for the County of San Diego, Case No. 37-2017-00024056); (xiii)

1 Altamed in the amount of \$1,570,000 (*Meek v. Altamed Health Services*, Superior Court for the County
2 of Los Angeles, Case No. 20STCV47464); (ix) Oakhurst in the amount of \$380,000 (*Neff v. Oakhurst*
3 *Industries*, Superior Court for the County of Los Angeles, Case No. 21STCV21110); (x) and, Gurnick
4 Academy of Medical Arts in the amount of \$545,000 (*Serna v. Gurnick Academy of Medical Arts*,
5 Superior Court for the County of San Mateo, Case No. 22-CIV-01185); (xi) Lancaster Hospital in the
6 amount of \$815,000 (*Gonzalez v. Lancaster Hospital Corporation* (Los Angeles Superior Court Case
7 No. 22AVCV00254). Based upon our significant experience litigating claims for PAGA penalties,
8 the opinion of experience counsel is that this is an excellent settlement and the PAGA Payment here
9 is greater on a per pay period basis than similar settlements that my firm has previously negotiated,
10 and which courts have approved.

11 (c) Then Chief Judge Irma Gonzales in a consolidated class action representing
12 hundreds of armed forces officers held that Blumenthal Nordrehaug Bhowmik De Blouw LLP was
13 "qualified counsel with extensive experience in class action litigation." *McPhail v. First Command*
14 *Fin. Planning, Inc.*, 247 F.R.D. 598, 611 (S.D. Cal. 2007). Examples of other contested actions where
15 class certification was granted Blumenthal Nordrehaug Bhowmik De Blouw LLP was appointed lead
16 class counsel in wage and hour class actions in Federal Court include *Schulz v. Qualxserv, LLC*, 2012
17 U.S. Dist. LEXIS 58561 (S.D. Cal. 2012); *Dobrosky v. Arthur J. Gallagher Serv. Co., LLC*, No. EDCV
18 13-0646 JGB (SPx), 2014 U.S. Dist. LEXIS 106345 (C.D. Cal. July 30, 2014); *Culley v. Lincare Inc.*,
19 No. 2:15-cv-00081-MCE-CMK, 2016 U.S. Dist. LEXIS 105704 (E.D. Cal. Aug. 10, 2016); *Nelson v.*
20 *Avon Prods.*, No. 13-cv-02276-BLF, 2015 U.S. Dist. LEXIS 51104 (N.D. Cal. Apr. 17, 2015); *Orozco*
21 *v. Illinois Tool Works*, U.S.D.C. Case No. 14-cv-02113-MCE, 2016 U.S. Dist. LEXIS 158115 (E.D.
22 Cal. February 17, 2017); *Metrow v. Liberty Mutual*, U.S.D.C. Case No. EDCV 16-1133 JGB (C.D.
23 Cal. May 1, 2017). Some examples of heavily contested State Court wage and hour class actions
24 where class certification was obtained and BNBD was appointed lead class counsel include *Vakili v.*
25 *Dignity Health, et al.*, San Francisco Superior Court, Case No. CGC-18-569456 (December 16, 2021);
26 *Armstrong v. Ruan Transport*, San Bernardino Superior Court, Case No. CIVDS1605897 (August 11,
27 2020); *Spears v. Health Net of California*, Sacramento County Superior Court, Case No. 34-2017-

00210560 (Oct. 8, 2019); *El Pollo Loco Wage and Hour Cases*, Orange County Superior Court, JCCP Case No. 4957 (July 30, 2018); *Torrento v. Lucile Packard Children's Hospital*, Santa Clara County Superior Court Case No. 2016-1-CV-291035 (July 17, 2018); *Salem v. Alliance*, San Bernadino Superior Court, Case No. CIVRS1401129 (March 8, 2016); *Rivers v. Veolia*, Sonoma County Superior Court Case No. SCV 255350 (March 9, 2016); *Mathies v. Union Bank*, San Francisco Superior Court Case No. CGC-10-498077 (Sept. 11, 2013); *Jefferson v. Bottling Co, LLC*, Orange County Superior Court Case No. 30-2009-00180102-CU-OE-CXC (Sept. 7, 2010); *Rangel v. Balboa Ambulance Co.*, 37-2008-00095700-CU-BT-CTL (Fe. 11, 2010); *Tan v. CSAA*, Orange County Superior Court, Case No. 30-2008-00231219 (Nov. 23, 2009).

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

12. The hourly rates for staff at Blumenthal Nordrehaug Bhowmik De Blouw LLP are as

1 follows: Partner Attorneys from \$850 to \$995, Associate Attorneys from \$450 to \$750, Paralegals
2 from \$250 to \$275. This firm's hourly rates are based upon the Laffey Matrix with the appropriate 2%
3 increase adjustment for Southern California. A true and correct copy of the current Laffey Matrix is
4 attached hereto as Exhibit #4. These hourly rates have been approved by Court's throughout
5 California, including the Courts in the Superior Court of California. In fact, on August 1, 2018, District
6 Judge Andre Birotte Jr. explicitly found that Class Counsel's "rates generally appear reasonable and
7 'in line with those prevailing in the [relevant] community'—the Central District of California".
8 Finally, the reasonableness of Class Counsel's hourly rates is further confirmed by comparing such
9 rates with the rates of comparable counsel practicing complex and class litigation as detailed in the
10 National Law Journal Billing Survey. See e.g. *Zest IP Holdings, LLC v. Implant Direct MFG., LLC*,
11 2014 U.S. Dist. LEXIS 167563 (S.D. Cal. 2014) (finding that "Mayer Brown's \$775 average billing
12 rate for partners" and "Mayer Brown's \$543 average associate billing rate" are reasonable rates when
13 compared within 21 other firms practicing in the Southern District of California.) This survey is useful
14 to show that Class Counsel's rates are in line with the comparable rates of the defense counsel that
15 opposes these types of class claims, such as Mayer Brown noted above who is defense counsel in cases
16 currently being prosecuted by Class Counsel. In another example from several years ago, Sheppard
17 Mullin Richter & Hampton, who is opposing counsel in many cases prosecuted by Class Counsel (one
18 of the most frequent opposing counsel), charged rates as high as \$875 for partners and \$535 for
19 associates. Similarly, Paul Hastings, another opposing counsel in these types of cases, in years past
20 historically charged between \$900 and \$750 for partners and \$755 and \$335 for associates. Thus, the
21 rates charged by this firm for comparable work are less than these examples and are therefore
22 undoubtedly reasonable.

23
24 13. LWDA - The PAGA Notice sent to the LWDA is attached hereto as Exhibit #5. In
25 addition, the LWDA is being served with this motion which includes the Settlement Agreement, as
26 verified in the proof of service.

1 14. Settlement Administration – Apex Class Action Administration, (“Apex”) was selected
2 as the Settlement Administrator. We obtained estimates from Apex, ILYM Group, Inc., Simpluris and
3 Atticus Administration, LLC using the same criteria. A Declaration from Apex is submitted in support
4 of this motion which addresses their qualifications and their estimate as Exhibit #6.

5
6 15. Conflicts – Neither Plaintiff nor my firm have any relationship with the Administrator,
7 nor any actual or potential conflicts of interest with Alleged Aggrieved Employees or the LWDA.

8
9 16. Dismissal of Representative Claims – In exchange for the Gross PAGA Settlement
10 Amount of \$2,360,000, the Agreement provides for the accompanying Proposed Order and Judgment
11 to be entered. The LWDA and the Alleged Aggrieved Employees will be compensated for the
12 dismissal of this action pursuant to the Agreement and the Judgment. The Judgment makes clear that
13 no individual claims of the Alleged Aggrieved Employees are being affected or released.

14
15 17. The release of claims for PAGA penalties appears in the Agreement at paragraph 30.
16 The release makes clear that it binds only the named Plaintiff and all Alleged Aggrieved Employees.
17 The “Released Parties” are limited to “Defendant and its parent, subsidiary, related, affiliated,
18 predecessor, and successor companies/entities and each of their respective past, present, and future
19 agents, employees, clients, officers, directors, managing agents, members, owners (whether direct or
20 indirect), principals, fiduciaries, partners, trustees, representatives, shareholders, stockholders,
21 attorneys, parents, subsidiaries, equity sponsors, related companies/corporations and/or partnerships,
22 divisions, assigns, predecessors, successors, insurers, consultants, joint venturers, joint employers,
23 common law employers, contractors, affiliates, service providers, alter-egos, vendors, staffing
24 agencies, payroll agencies, service providers, affiliated organizations, and any person and/or entity
25 with potential or alleged to have joint liability” at paragraph 21 of the Agreement. The release at
26 paragraph 30 of the Agreement is appropriately limited to “any and all claims, debts, liabilities,
27 demands, actions, or causes of action for civil penalties that were alleged or which could have been
28

1 alleged based on the factual allegations in the operative complaint and Plaintiff's LWDA letter in the
2 Action that occurred during the PAGA Period including all claims for civil penalties for failure to
3 accurately record and pay for all time worked, including minimum wages and overtime; failure to
4 accurately calculate the regular rate of pay; failure to provide compliant meal and rest periods; failure
5 to provide reporting time pay; failure to timely pay all wages due; failure to accurately pay sick and
6 vacation pay wages; failure to pay all wages due at termination, including unlawful deductions and
7 failing to pay vacation; failure to provide suitable seating; and failure to provide accurate itemized
8 wage statements, including by failing to show the correct gross and net wages earned including alleged
9 violations of California Labor Code Sections 201, 202, 203, 204, 210, 218, 221, 226, 226.7, 227.3,
10 246, 510, 512, 558, 1194, 1197, 1197.1, 1198, 2699 *et seq.*, California Code of Regulations, Title 8,
11 Section 11040, California Code of Regulations, Title 8, Section 11070, and the applicable Wage
12 Order(s)."

13 21. Uncashed Checks – Under the Agreement at paragraph 42, for any Alleged Aggrieved
14 Employee whose settlement check is uncashed and cancelled after the void date, the Administrator
15 shall transmit the funds represented by such checks to the State Controller Unclaimed Property Fund
16 in the name of the individual who failed to cash their check.

17
18 I declare under penalty of perjury under the laws of the State of California that the foregoing
19 is true and correct. Executed this 8th day of August, 2025, at La Jolla, California.

20
21 /s/ Kyle R. Nordrehaug
22 Kyle R. Nordrehaug
23
24
25
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27
28

EXHIBIT 1

SETTLEMENT AGREEMENT AND RELEASE OF PAGA CLAIM

This Settlement Agreement and Release of the Private Attorneys General Act Claim (“Settlement Agreement” or “Agreement”) is made by and between, on the one hand, Daniel Kelley (“Plaintiff”), on behalf of himself, and on behalf of all other similarly situated Alleged Aggrieved Employees and the California Labor Workforce and Development Agency (“LWDA”), and on the other hand, Defendant Oracle America, Inc. (“Defendant” or “Oracle”). Plaintiff and Defendant are collectively referred to herein as the “Parties” and may be individually referred to as a “Party.”

A. Definitions

The following terms, when used in this Settlement Agreement, shall have the following meanings:

1. “Action” or “Lawsuit” means and refers to *Daniel Kelley v. Oracle America, Inc.*, Case No. 23-CIV-03540 initiated on July 31, 2023, currently pending in the Superior Court of the State of California, County of San Mateo.

2. “Active Date” refers to the earlier of (i) expiration of all potential appeal periods without a filing of a notice of appeal of the Final Order and Judgment; (ii) final affirmance of the Final Order and Judgment by an appellate court as a result of any appeal(s); or (iii) final dismissal or denial of all such appeals (including any petitions for review, rehearing, certiorari, etc.) such that the Final Order and Judgment is no longer subject to further judicial review.

3. “Agreement” or “Settlement Agreement,” shall mean this Settlement Agreement and Release of the Private Attorneys General Act Claim, together with all attached Exhibit(s).

4. “Alleged Aggrieved Employees” means all current and former non-exempt or hourly-paid employees who were employed by Defendant in California for at least one Eligible Pay Period.

5. “Alleged Aggrieved Employee Settlement Proceeds” means twenty-five percent (25%) of the Net PAGA Settlement Amount that shall be paid to the Alleged Aggrieved Employees.

6. “Attorney’s Fees and Costs” means the amount of money for which Plaintiff’s Counsel shall make application to the Court, that shall not exceed one-third of the Gross Settlement Amount (\$786,666), and actual litigation costs not to exceed \$35,000, which shall be paid out of the Gross Settlement Amount.

7. “Court” shall mean the Superior Court of the State of California, County of San Mateo.

8. “Defendant’s Counsel” means and refers to Sheppard, Mullin, Richter & Hampton LLP.

9. “Effective Date” means the date that the Court enters the Final Order and Judgment.

10. “Eligible Pay Period” means any pay period worked by an Alleged Aggrieved Employee while they are in a non-exempt or hourly-paid position in California at any time during the PAGA Period.

11. “Final Order and Judgment” means the Court’s order granting the motion for approval of the PAGA Settlement Agreement and entering a judgment.

12. “Funding Date” means fifteen (15) days after the Active Date.

13. “Gross Settlement Amount” or “GSA” means the maximum settlement amount that Defendant will pay in connection with the Settlement. The GSA is Two Million Three Hundred Sixty Thousand Dollars and Zero Cents (\$2,360,000.00). The GSA includes all Settlement Administrator’s fees and costs; attorney’s fees and costs incurred by Plaintiff in connection with the prosecution, mediation and settlement of the claims in the Action; Alleged Aggrieved Employee Settlement Proceeds; the LWDA Settlement Proceeds; and Plaintiff’s Service Award, all in the amounts approved by the court. No part of the GSA shall revert to Defendant under any circumstances.

14. “Individual PAGA Payment” means the Alleged Aggrieved Employees’ pro rata share of 25% of the Net PAGA Settlement Amount calculated according to the number of Eligible Pay Periods the Alleged Aggrieved Employee worked during the PAGA Period.

15. “LWDA Settlement Proceeds” means seventy-five percent (75%) of the Net PAGA Settlement Amount that shall be paid to the LWDA.

16. “Net PAGA Settlement Amount” is the amount that remains after deducting Plaintiff’s Counsel’s Attorney’s Fees and Costs, the Settlement Administrator’s fees and costs, and Plaintiff’s Service Award from the Gross Settlement Amount.

17. “Notice” means the written notice to be mailed to all Alleged Aggrieved Employees with their settlement payment checks after the Court enters its Final Order and Judgment, and the Active Date occurs, in a form substantially similar to Exhibit A hereto and as approved by the Court.

18. “PAGA Settlement” or “Settlement” means the settlement of the Action as memorialized in this Agreement.

19. “PAGA Period” means the period from April 12, 2022 through February 2, 2025 (“End PAGA Period”).

20. “Plaintiff’s Counsel” means Norman B. Blumenthal, Kyle R. Nordrehaug, Aparajit Bhowmik, Nicholas J. De Blouw, Victoria B. Rivapalacio, Christine T. LeVu and Adolfo Sanchez Contreras of the law firm of Blumenthal Nordrehaug Bhowmik De Blouw LLP, the attorneys representing the Plaintiff in the Action..

21. “Released Parties” means Defendant and its parent, subsidiary, related, affiliated, predecessor, and successor companies/entities and each of their respective past, present, and future agents, employees, clients, officers, directors, managing agents, members, owners (whether direct or indirect), principals, fiduciaries, partners, trustees, representatives, shareholders, stockholders, attorneys, parents, subsidiaries, equity sponsors, related companies/corporations and/or partnerships, divisions, assigns, predecessors, successors, insurers, consultants, joint venturers, joint employers, common law employers, contractors, affiliates, service providers, alter-egos, vendors, staffing agencies, payroll agencies, service providers, affiliated organizations, and any person and/or entity with potential or alleged to have joint liability.

22. “Service Award” means any award sought by application and approved by the Court that is payable to Plaintiff, up to a maximum of twenty thousand dollars (\$20,000), payable in addition to the individual PAGA Settlement Amount, to compensate Plaintiff for his efforts in bringing this Action and achieving the benefits of this Settlement on behalf of the LWDA and Alleged Aggrieved Employees.

23. “Settlement Administrator” means Apex Class Action Administration, the neutral entity the Parties have agreed to appoint to administer the Settlement and as approved by the Court.

B. General

24. On or about April 12, 2023, Plaintiff sent a Notice to the LWDA via its online portal, with a copy to Defendant via U.S. Certified Mail, alleging the following claims against Defendant under the Private Attorneys General Act (“PAGA”), Labor Code section 2698 *et seq.*: (1) failure to pay minimum wages; (2) failure to pay overtime wages; (3) failure to pay sick pay wages; (4) failure to authorize and permit meal periods or pay all meal period premium at the proper rate; (5) failure to authorize and permit rest periods or pay all rest period premium at the proper rate; (6) failure to pay reporting time pay; (7) failure to keep accurate wage statements; (8) failure to timely pay wages when due; (9) failure to pay all wages at termination; and (10) failure to provide suitable seating to employees. On July 31, 2023, Plaintiff filed the operative complaint in this Action in the San Mateo County Superior Court, which incorporated Plaintiff’s PAGA Notice to the LWDA by reference and alleged a single cause of action under PAGA. The Action asserts PAGA representative claims for civil penalties, and an award of reasonable attorney’s fees and costs, pursuant to PAGA.

25. Defendant denies all of Plaintiff’s claims and allegations, as referenced in the Lawsuit and/or the PAGA Notice, and further denies any liability or wrongdoing of any kind associated with the claims alleged in the Lawsuit (or otherwise).

26. The Parties have conducted a thorough investigation into the facts of the Action. This included informally exchanging extensive data and information as well as documents relating to the underlying alleged violations. After attending a full day of mediation with an experienced wage and hour mediator, Steve Serratore, Esq., the Parties believe the Settlement is fair, reasonable, and adequate. The Parties understand, acknowledge, and agree that this Agreement constitutes a compromise of all claims in the Action. It is the desire and intention of the Parties to implement a final and complete resolution of the Action. The Parties further acknowledge that this Agreement is a compromise of disputed claims and that nothing in this Agreement shall be construed as an admission of liability by Defendant.

27. In consideration of the promises and agreements contained herein, the Parties agree and covenant as follows:

C. Terms of Settlement

28. Subject to the Court’s approval of the Settlement, which counsel and the Parties agree to recommend in good faith to the Court, the Parties agree to the following binding settlement of the Action.

29. After the Court entering the Final Order and Judgment and the Active Date occurring, Defendant shall pay a non-reversionary Gross Settlement Amount of Two Million Three

Hundred Sixty Thousand Dollars and Zero Cents (\$2,360,000.00). The Gross Settlement Amount will be distributed in the following manner:

- a. **Settlement Administration Costs:** The costs associated with settlement administration will be paid from the Gross Settlement Amount and shall not exceed \$25,000 (“Settlement Administration Costs”). Subject to Court approval, the Parties agree to use Apex Class Action Administration as the Settlement Administrator.
- b. **Attorney’s Fees and Costs:** The Parties agree that, subject to the Court’s review and approval, Plaintiff’s Counsel will be paid up to one-third of the Gross Settlement Amount (\$786,666) as reasonable attorney’s fees, plus actual litigation costs not to exceed \$35,000, incurred in connection with work performed to litigate the Action and obtain Court approval of the Settlement. The Settlement Administrator will issue an IRS Form 1099 to Plaintiff’s counsel for the Attorney’s Fees and Costs awarded. In no circumstance(s) shall Defendant be liable for any payment(s) of Attorney’s Fees and Costs. Any amounts not awarded to Settlement Administration Costs and Attorney’s Fees and Costs shall be added to the Net PAGA Settlement Amount. Plaintiff’s Counsel assumes full responsibility and liability for taxes owed on the Plaintiff’s Counsel’s fees and costs and holds Defendant harmless, and indemnifies the Released Parties from any claim or liability arising as a result of the payment. Notwithstanding any other term of this Settlement Agreement, any reduction by the Court of the requested Attorney’s Fees and Costs shall not be sufficient grounds to void the Settlement Agreement.
- c. **Service Award:** The Parties agree that Plaintiff will apply to the Court for a Service Award of no more than Twenty Thousand Dollars and Zero Cents (\$20,000.00), to be paid out of the Gross Settlement Amount. Defendant shall not oppose Plaintiff’s request for a Service Award in this amount. Plaintiff assumes full responsibility and liability for taxes owed on the Service Award and shall hold harmless and indemnify the Released Parties from any claim or liability arising as a result of the payment. Plaintiff is solely responsible for providing a completed IRS W-9 form to the Administrator prior to distribution. The Administrator will issue to Plaintiff an IRS Form 1099 reflecting the Service Award. If the Court awards less than \$20,000, the difference will be added to the Net PAGA Settlement Amount. Notwithstanding any other term of this Settlement Agreement, any reduction by the Court of the Service Award shall not be sufficient grounds to void the Settlement Agreement.
- d. **Net PAGA Settlement Amount:** After deducting the Attorney’s Fees and Costs, Settlement Administration Costs, and Service Award from the Gross Settlement Amount, the remainder forms the Net PAGA Settlement Amount. The Net PAGA Settlement Amount will be apportioned as required by PAGA with distribution of 75% to the LWDA and 25% to Alleged Aggrieved Employees. The Net PAGA Settlement Amount shall be all inclusive, encompassing all payments to the LWDA and Alleged Aggrieved Employees.
- e. **Net PAGA Settlement Amount Allocation:** The Net PAGA Settlement Amount, estimated at \$1,493,334.00 shall be allocated as follows: \$1,120,000.50 (75%) for the LWDA and \$373,333.50 (25%) to the Alleged Aggrieved Employees, to be distributed on a proportionate basis, using the number of Eligible Pay Periods worked by each Alleged Aggrieved Employee during the PAGA Period. The Administrator will calculate each Alleged Aggrieved Employees’ Individual PAGA

Payment by (a) dividing the amount of the Alleged Aggrieved Employees' 25% share of Net PAGA Settlement Amount by the total number of Eligible Pay Periods worked by all Alleged Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Alleged Aggrieved Employee's Eligible Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

- f. **Taxes and Reporting:** The Individual PAGA Payment will be treated as non-wage income for which the Administrator shall issue an IRS Form 1099, if applicable, to be mailed together with the Alleged Aggrieved Employee's settlement check, and reported to the applicable governmental authorities. None of the Individual PAGA Payments to the Alleged Aggrieved Employees are attributable as wages. Accordingly, the Parties acknowledge and agree that Defendant is not responsible for any employer-side taxes in connection with any settlement payments to Alleged Aggrieved Employees under this Agreement. The Alleged Aggrieved Employees assume responsibility and liability for any taxes owed on their Individual PAGA Payments.

D. Release as to the PAGA Representative Claims

30. Upon the Effective Date, Plaintiff, individually and in his representative capacity on behalf of the LWDA and all Alleged Aggrieved Employees, will fully and finally release and discharge the Released Parties, from any and all claims, debts, liabilities, demands, actions, or causes of action for civil penalties under the PAGA that were alleged or which could have been alleged based on the factual allegations in the operative complaint and Plaintiff's LWDA letter in the Action that occurred during the PAGA Period including all PAGA claims for civil penalties for failure to accurately record and pay for all time worked, including minimum wages and overtime; failure to accurately calculate the regular rate of pay; failure to provide compliant meal and rest periods; failure to provide reporting time pay; failure to timely pay all wages due; failure to accurately pay sick and vacation pay wages; failure to pay all wages due at termination, including unlawful deductions and failing to pay vacation; failure to provide suitable seating; and failure to provide accurate itemized wage statements, including by failing to show the correct gross and net wages earned including alleged violations of California Labor Code Sections 201, 202, 203, 204, 210, 218, 221, 226, 226.7, 227.3, 246, 510, 512, 558, 1194, 1197, 1197.1, 1198, 2699 *et seq.*, California Code of Regulations, Title 8, Section 11040, California Code of Regulations, Title 8, Section 11070, and the applicable Wage Order(s) (the "Released PAGA Claims"). Each Alleged Aggrieved Employee will be deemed to have made the foregoing Release as if by manually signing it. Except as otherwise released by Plaintiff individually in Plaintiff's general release pursuant to the Individual Settlement Agreement, the Alleged Aggrieved Employees do not release any other claims, including class claims, claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the PAGA Period.

31. In accordance with *Arias v. Superior Court* (2009) 46 Cal. 4th 969, a judgment in "a representative action brought by an aggrieved employee under the Labor Code Private Attorneys General Act of 2004 ... is binding not only on the named employee plaintiff but also on government agencies and any aggrieved employee not a party to the proceeding," which the Final Order and Judgment shall so reflect. The Final Order and Judgment shall not bind nor release the Alleged Aggrieved Employees of any individual wage claims (or other individual non-PAGA claims). However, in accordance with *Arias*, the Final Order and Judgment shall be binding on

the Alleged Aggrieved Employees as to the Released PAGA Claims. A statement to this effect shall be included in the Notice sent to the Alleged Aggrieved Employees mailed together with their Settlement checks and IRS 1099 Forms. Alleged Aggrieved Employees will not be provided with an opportunity to opt out of the Settlement or object to the Settlement.

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

E. Settlement Approval and Implemental Procedures

33. Plaintiff's Counsel shall prepare a motion for approval of the Settlement, and Defendant shall not oppose such a motion. Plaintiff's Counsel shall send a draft of the motion for approval to Defendant's Counsel at least fourteen (14) calendar days before filing. The Parties agree that attorneys may, only with written confirmation, extend this timeline, as reasonably necessary to prepare and execute appropriate documents. Defendant's Counsel will work with Plaintiff's Counsel to provide Plaintiff's Counsel with, and allow Plaintiff's Counsel to submit to the Court, adequate information related to the Released PAGA Claims to obtain approval of the Settlement pursuant to a reasonable request by Plaintiff's Counsel. As required by the Labor Code, at the time the motion for approval of the Settlement is filed with the Court, Plaintiff's Counsel shall submit the motion, together with its exhibits, to the LWDA.

34. Plaintiff's Counsel is responsible for expeditiously finalizing and filing the application or motion for approval of this Settlement before any statutory or Court-imposed filing deadline(s) and appearing in Court to advocate in favor of the motion. Plaintiff's Counsel will prepare the motion for approval of the PAGA settlement, which Defendant will be given at least fourteen (14) calendar days to review prior to filing. Plaintiff's Counsel is responsible for delivering the Court's Final Order and Judgment to the Administrator. The Parties agree that attorneys may, only with written confirmation, extend this timeline, as reasonably necessary to prepare and execute appropriate documents.

35. If the Parties disagree on any aspect of the proposed application or motion for approval of this Settlement and/or the supporting declarations and documents, Plaintiff's Counsel and Defendant's Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant the motion for approval of this Settlement or conditions its approval on any material change to this Agreement, Plaintiff's Counsel and Defendant's Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns. The Parties will cooperate in staying any and all discovery motion, and trial related deadlines as necessary to effectuate the Settlement Agreement. The Parties agree not to object to any Court filings consistent with this Agreement.

36. Upon the Court entering the Final Order and Judgment, and within ten (10) days after the Active Date, the Settlement Administrator shall send Defendant's Counsel electronic wiring instructions to fund the Gross Settlement Amount.

37. Within thirty (30) days after the Active Date, Defendant will send to the Settlement Administrator a list of all Alleged Aggrieved Employees, including each Alleged Aggrieved Employee's: (1) full name; (2) last known mailing address; (3) social security number; and (4) the number of Eligible Pay Periods he or she worked (the "Alleged Aggrieved Employees Data"). The fact that Defendant may not possess/maintain/know any or all of the Alleged Aggrieved Employees' contact (or other) information shall not constitute a breach of this Agreement or be grounds for enforcement, including as set forth in Paragraph 60, below. The Alleged Aggrieved Employees List shall be treated as and remain confidential and shall be used solely to manage the notice and payment process described herein, and for no other purpose, and shall not be disclosed to anyone other than the Settlement Administrator, except as may be required by applicable taxing authorities, or pursuant to express written authorization of Defendant, the Alleged Aggrieved Employee in question, or by order of the Court. Without any extension of the deadline by which Defendant must send the Alleged Aggrieved Employee Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Alleged Aggrieved Employee Data.

38. On or before the Funding Date, Defendant shall wire the Gross Settlement Amount of Two Million Three Hundred Sixty Thousand Dollars and Zero Cents (\$2,360,000.00) to the Settlement Administrator.

39. The Settlement Administrator will perform all settlement administration duties, including among other things (i) investigation and search for current Aggrieved Employee mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address ("NCOA") database, and skip traces; (ii) formatting, printing, and issuing the Notice to be mailed to the Alleged Aggrieved Employees with their settlement checks; (iii) calculating, issuing, and mailing payments to Plaintiff, including the Service Award, and the Alleged Aggrieved Employees; (iv) issuing all required IRS forms, and reporting same to the applicable taxing authorities; (v) calculating and issuing payment to the LWDA, Plaintiff's Counsel, and to itself; and (vi) any other services required per agreement between the Parties and the Settlement Administrator.

40. The Settlement Administrator shall have the authority and obligation to calculate the amounts of the Alleged Aggrieved Employees' Individual PAGA Payment in accordance with the methodology set forth in this Agreement and order of the Court. Alleged Aggrieved Employees will not have the ability to challenge the number of Eligible Pay Periods or their Individual PAGA Payment amounts.

41. All disbursements to Plaintiff, the Alleged Aggrieved Employees, the LWDA, the Settlement Administrator, and Plaintiff's Counsel required under this Settlement Agreement shall be made within thirty (30) days after Defendant fully funds the GSA. Prior to disbursement, the Settlement Administrator will forward its calculations of the Alleged Aggrieved Employees' individual settlement share to all counsel, and receive approval from all counsel as to such amounts, prior to making any disbursements.

42. Alleged Aggrieved Employees shall have one hundred eighty (180) calendar days after mailing to cash their settlement checks. If any Alleged Aggrieved Employee's check is not cashed within that period, the check will be voided and a stop-payment will be issued. Any funds

in the Settlement Administrator's account as a result of a failure to timely cash a settlement check shall be transmitted to the California State Controller's Unclaimed Property Fund in the name of each respective Alleged Aggrieved Employee whose check was uncashed and voided. Neither Defendant, Defendant's Counsel, Plaintiff's Counsel, nor Plaintiff will have any liability for lost or stolen settlement checks, forged signatures on settlement checks, or unauthorized negotiation of settlement checks. The Parties agree that this disposition results in no "unpaid residue" under California Civil Procedure Code § 384, as the entire Settlement will be paid out to Alleged Aggrieved Employees, whether or not they all cash their settlement checks. Therefore, Defendant will not be required to pay any interest on said amount. In no circumstance(s) shall Defendant be liable for any interest payment(s). In the event the Court does not approve escheat of such funds to the State of California and orders *cy pres* distribution, the Parties will promptly confer to jointly agree to one or more nonprofit organizations for *cy pres* distribution.

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

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

45. The payment of Alleged Aggrieved Employee Settlement Proceeds shall not obligate Defendant to confer any additional benefits or make any additional payments to any Alleged Aggrieved Employee (such as retirement or 401(k) plan contributions, compensation, bonuses or benefits under other employment benefit plans or programs) beyond those specified in this Settlement Agreement.

46. The Parties have jointly selected Apex Class Action Administration to serve as the Settlement Administrator and verified that, as a condition of appointment, Apex Class Action Administration agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Settlement Administration Costs. The Parties' Counsel represent that they have no interest or relationship, financial or otherwise, with the Settlement Administrator other than a professional relationship arising out of prior experiences administering settlements.

47. The Settlement Administrator shall post the signed and filed Final Order and Judgment, this Settlement Agreement, and exemplar Notice on its website. The Settlement Administrator will also maintain and monitor an email address and a toll-free telephone number to receive calls and emails from Alleged Aggrieved Employees.

48. The Settlement Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.

49. By no later than ten (10) days after the Settlement Administrator disburses all funds in the Gross Settlement Amount, the Settlement Administrator shall provide Plaintiff's Counsel and Defendant's Counsel with a declaration suitable for filing with the Court setting forth the disbursements made to the Alleged Aggrieved Employees, the LWDA, Plaintiff for the Service Award, Plaintiff's Counsel for attorney's fees and costs, and to itself, and shall include information regarding the number of uncashed checks as of that date, the aggregate sum of uncashed checks, and the timeline for transmittal of sum represented by all uncashed checks to the California State Controller's Unclaimed Property Division and any other information required by any Court order. Before making this declaration and after the void date for issued checks, the Settlement Administrator shall provide to Plaintiff's Counsel and Defendant's Counsel a report and final accounting. Plaintiff's Counsel is responsible for filing the Settlement Administrator's declaration in Court.

F. Miscellaneous Provisions

50. **Limitation on Number of Eligible Pay Periods and Escalator Clause:** Defendant represents that there are approximately 4,132 Alleged Aggrieved Employees who were employed for approximately 156,310 Eligible Pay Periods during the PAGA Period. The Parties agreed that if the actual number of Eligible Pay Periods increase by more than 10 percent above 150,000 by the date of End PAGA Period (i.e., the actual number of Eligible Pay Periods exceeds 165,000), at Defendant's sole discretion, (1) the Gross Settlement Amount will be increased proportionally (i.e., by the same percentage as the increase in Eligible Pay Periods); or (2) Defendant shall have the option to end the PAGA Period on the last day on which the Eligible Pay Periods do not exceed 165,000 rather than increase the Gross Settlement Amount ("Alternate End Date"). It is determined that the number of Eligible Pay Periods does not exceed 165,000.

51. **Parties to Bear Their Own Attorney's Fees and Costs:** With the sole exception of the Plaintiff's Counsel's fees and costs to be paid from the Gross Settlement Amount, each party of this Settlement Agreement shall bear all of its, his or her own attorney's fees, costs and expenses of any kind, if any, incurred in connection with the prosecution, defense, mediation or settlement of the claims asserted in the Action.

52. **Voiding the Agreement:** The Settlement Agreement shall be voidable and unenforceable as to all Parties herein at the option of either Party if (a) the Court should for any reason fail to approve this Settlement in the form agreed to by the Parties, or (b) the Court should for any reason fail to enter a judgment, or (c) the approval of the Settlement and judgment is reversed, modified or declared or rendered void by a court of competent jurisdiction. In that event, then neither the Settlement nor any of the related negotiations or proceedings shall be of any force or effect, and all Parties to the Settlement shall stand in the same position, without prejudice, as if the Settlement had been neither entered into nor filed with the Court. Notwithstanding the foregoing, the Parties may attempt in good faith to cure any perceived defects in the Settlement to facilitate approval.

53. **Waiver:** The waiver by one Party of any breach of this Agreement by another Party shall not be deemed a waiver of any other prior or subsequent breach of this Agreement.

54. **Parties' Authority:** The signatories hereto represent that they are fully authorized to enter into this Settlement Agreement and bind the Parties hereto to the terms and conditions hereof.

55. **Mutual Full Cooperation:** The Parties agree to fully cooperate with each other to accomplish the terms of this Settlement Agreement, including but not limited to, execution of such documents and to take such other action as may reasonably be necessary to implement the terms of this Settlement Agreement. The Parties to this Settlement Agreement shall 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, Plaintiff's Counsel shall, with the assistance and cooperation of Defendant and Defendant's counsel, take all necessary steps to secure the Court's approval of the Settlement, and the Final Order and Judgment. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Settlement Agreement that may become necessary to implement the Settlement, the Parties will seek assistance of the mediator, Steve Serratore, and/or the Court for resolution.

56. **No Prior Assignments:** 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 released and discharged by this Settlement Agreement.

57. **No Admission:** Defendant denies any and all liability to Plaintiff and/or the Alleged Aggrieved Employees in this Lawsuit, as to any and all causes of action that were asserted or that might have been asserted in this Action based on the facts set forth in the operative Complaint. Nonetheless, Defendant wishes to settle and compromise the matters at issue in the Action to avoid further substantial expense and the inconvenience and distraction of protracted and burdensome litigation. Defendant also has taken into account the uncertainty and risks inherent in litigation, and without conceding any infirmity in the defenses that it has asserted or could assert against Plaintiff, has determined that it is desirable and beneficial that Plaintiff's claims be settled in the manner and upon the terms and conditions set forth in this Agreement.

58. **No Tax Advice:** Neither Plaintiff, Plaintiff's Counsel, Defendant nor Defendant's Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement Agreement be relied upon as such within the meaning of the United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

59. **Binding Settlement:** Nothing contained herein, nor the consummation of this Settlement Agreement, is to be construed or deemed an admission of liability, culpability, negligence, or wrongdoing on the part of Defendant or any of the other Released Parties. Each of the Parties hereto has entered into this Settlement Agreement with the intention of avoiding further disputes and litigation with the attendant inconvenience and expenses. This Settlement Agreement is a settlement document and shall, pursuant to California Evidence Code section 1152 and/or Federal Rule of Evidence 408, be inadmissible in evidence in any proceeding, except an action or proceeding to approve the settlement, and/or interpret or enforce this Settlement Agreement.

60. **Enforcement Actions:** This Agreement is binding and enforceable under California Code of Civil Procedure section 664.6. Except as otherwise provided in this Settlement Agreement, in the event that one or more of the Parties to this Settlement Agreement institutes any action or proceeding in this case under Section 664.6 or otherwise or separate legal action or

other proceeding against any other Party or Parties to enforce the provisions of this Settlement Agreement or to declare rights and/or obligations under this Settlement Agreement, the successful Party or Parties shall be entitled to recover from the unsuccessful Party or Parties reasonable attorney's fees and costs incurred in connection with any enforcement actions.

61. **Calendar Days:** Unless otherwise noted, all reference to "days" in this Settlement Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day after.

62. **Notices:** Unless otherwise specifically provided herein, all notices, demands or other communications given hereunder shall be in writing and shall 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 Plaintiff:

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

To Defendant:

Lucky Mainz
lmainz@sheppardmullin.com
Lowell Ritter
lritter@sheppardmullin.com
Sheppard, Mullin, Richter & Hampton LLP
Four Embarcadero Center, 17th Floor
San Francisco CA 94111

63. **Construction:** 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 and that this Settlement Agreement shall not be construed in favor of or against any Party by reason of the extent to which any Party or his or its counsel participated in the drafting of this Settlement Agreement.

64. **Captions and Interpretations:** Paragraph titles 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.

65. **Modification:** This Settlement Agreement may not be materially changed, altered, or modified, except in writing and signed by the Parties hereto, and approved by the Court. Non-material changes requested by the Court may be made upon stipulation signed by all counsel. This

Settlement Agreement may not be discharged except by performance in accordance with its terms or by a writing signed by all of the Parties hereto.

66. **Choice of Law:** This Settlement Agreement shall be governed by and construed, enforced and administered in accordance with the laws of the State of California, without regard to its conflicts-of-law rules.

67. **Integration Clause:** 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. This Settlement Agreement shall not supersede or have any effect on other agreements between Oracle or Released Parties and current and former employees that do not pertain to the Settlement, including but not limited to employment agreements, separation agreements, arbitration agreements, incentive compensation plans / agreements, and proprietary information agreements entered into between Defendant and any of the Alleged Aggrieved Employees. Such agreements shall survive the execution of this Agreement and no rights hereunder may be waived except in writing.

68. **Continuing Jurisdiction:** After entry of the Final Order and Judgment, the Court will have continuing jurisdiction under California Code of Civil Procedure § 664.6 solely for purposes of addressing: (i) the interpretation and enforcement of the terms of the Settlement, (ii) settlement administration matters, including but not limited to effectuating dismissal of the Action with prejudice following full compliance with the Final Order and Judgment; and (iii) such post-Final Order and Judgment matters as may be appropriate under court rules or as set forth in this Settlement.

69. **Waiver of Appeals:** The Parties waive all appeals from the Court's approval of the Agreement, unless the Court materially modifies the Agreement.

70. **Publicity:** With respect to the Settlement, Plaintiff, Defendant, Defendant's Counsel, and Plaintiff's Counsel separately agree that, until the motion for approval of the PAGA Settlement Agreement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, spouses, retained experts, consultants or vendors all of whom will be instructed to keep this Agreement confidential; (2) to the extent necessary to report income to appropriate taxing authorities; (3) in response to a court order or subpoena; (4) in response to an inquiry or subpoena issued by a state or federal government agency; (5) to potential settlement administrators for purposes of obtaining an estimate of the expenses associated with the administration of the Settlement or as otherwise required to effectuate the Settlement; or (6) to Oracle's HR, Payroll, finance, accounting, auditors or management to the extent needed for business or legal purposes. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, Defendant, Defendant's Counsel, and Plaintiff's Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the motion for approval of the PAGA Settlement Agreement, with any third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This paragraph does not restrict Plaintiff's Counsel's communications with the Alleged Aggrieved Employees in accordance with Plaintiff's Counsel's ethical obligations owed to the Alleged Aggrieved Employees, if any. From and after filing of the PAGA Settlement Agreement, Plaintiff and

Plaintiff's Counsel may: (1) provide this Agreement to the Parties' attorneys, accountants, spouses, retained experts, consultants or vendors all of whom will be instructed to keep this Agreement confidential; (2) to the extent necessary to report income to appropriate taxing authorities; (3) in response to a court order or subpoena; (4) in response to an inquiry or subpoena issued by a state or federal government agency; (5) as required under the terms of the Settlement; or (6) as required under Plaintiff's Counsel's duties and responsibilities as counsel to Plaintiff and the Alleged Aggrieved Employees comment regarding the specific terms of the Settlement only to the extent necessary, including to facilitate court approval of the Settlement. In all other cases, Plaintiff and Plaintiff's Counsel agree to limit their statements regarding the negotiations and terms of the Settlement, whether oral, written, or electronic (including the world wide web), to say the Litigation has been resolved and that Plaintiff and Plaintiff's Counsel are satisfied with the Settlement terms. This Settlement and Agreement terms shall not be advertised or mentioned on any source, including Plaintiff and Plaintiff's Counsel's personal or firm website. Plaintiff and Plaintiff's Counsel agree that they will not circumvent this Agreement by facilitating or encouraging any Alleged Aggrieved Employee or any other individual to do what Plaintiff and Plaintiff's Counsel have agreed not to do.

71. **Binding On Assigns:** This Settlement Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, trustees, executors, administrators, successors and assigns.

72. **Counterparts:** This Settlement Agreement may be executed in counterparts, and when each Party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one fully-signed Settlement Agreement, which shall be binding upon and effective as to all Parties. Electronic delivery shall be deemed an original.

73. **Stay of Litigation:** The Parties agree that upon execution of this Settlement Agreement, the Parties shall cooperate in good faith to secure a stay of the litigation except to effectuate the terms of this Settlement Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 the Parties agree to extend the date to bring a case to trial under CCP section 583.310 from the date of the execution of the Parties' Memorandum of Understanding until the date that the Settlement is not approved by the Court, or the Agreement is terminated, cancelled, fails to become effective or as otherwise agreed on by the Parties. In the event the settlement is not finally approved, or is terminated, cancelled or fails to become effective for any reason, the Parties shall revert back to their respective positions as of before entering into the settlement. If the Court denies approval of the settlement, the Parties will resume litigation.

IN WITNESS WHEREOF, the parties knowingly and voluntarily executed this Settlement Agreement and Release of PAGA Claim as of the date set forth below.

Dated: 08/06/2025

By: *Daniel Kelley*
Daniel Kelley (Aug 6, 2025 18:12:52 EDT)
Plaintiff Daniel Kelley

Dated: 07-Aug-2025 | 6:37 AM PDT

By: Signed by:
Sarah Wilson
BCF166C1C06447C...
Sarah Wilson
Senior Vice President & Associate General
Counsel
For Defendant Oracle America, Inc.

Blumenthal Nordrehaug Bhowmik De Blouw LLP

Dated: 8/6/25

By: *Kyle Nordrehaug*
Kyle Nordrehaug

Attorneys for Plaintiff Daniel Kelley

Sheppard, Mullin, Richter & Hampton LLP

Dated: 08/07/25

By: *Lucky Mainz*
Lucky Mainz
Lowell Ritter

Attorneys for Defendant Oracle America, Inc.

EXHIBIT A

<<DATE>>

<<FIRST NAME>> <<LAST NAME>>
<<ADDRESS>>

Re: Notice of PAGA Settlement Payment From *Daniel Kelley v. Oracle America, Inc.*

Dear <<FIRST NAME>> <<LAST NAME>>:

Enclosed you will find a check made payable to you. This is your payment from the settlement of the lawsuit entitled *Daniel Kelley v. Oracle America, Inc.*, Case No. 23-CIV-03540 (San Mateo County Superior Court) (the “Action”).

The Action was filed against Oracle America, Inc. (“Oracle”) pursuant to the California Private Attorneys General Act of 2004, California Labor Code section 2698 *et seq.* (“PAGA”). The claim was brought by a former Oracle employee on behalf of himself, the State of California and the Alleged Aggrieved Employees, which are all persons currently or formerly employed by Oracle in a non-exempt or hourly-paid position in California at any time from April 12, 2022, through February 2, 2025 (the “PAGA Period”). You have been identified as one of the employees on whose behalf the case was brought.

The Plaintiff in the Action claimed that Oracle owed penalties under PAGA for alleged violations of the California Labor Code related to unpaid wages including overtime wages; sick pay wages; meal and rest breaks; reporting time pay; accurate wage statements; timely payment of wages during or at separation of employment; provision of suitable seating to employees as applied to employees of Oracle who performed work in a non-exempt or hourly-paid position in California at any time from April 12, 2022, through February 2, 2025.

Oracle denies the allegations and maintains that its policies and practices were lawful and that all employees were provided all wages and compensation to which they were entitled to under the law, and denies that it owes any unpaid wages or penalties.

The Court has not ruled on the merits of the lawsuit, but it has approved the \$2,360,000.00 settlement amount agreed upon by the parties. This Gross Settlement Amount will be allocated as follows: (1) third-party settlement administration fees not to exceed \$25,000; (2) attorneys’ fees of up to \$786,666 to the Plaintiff’s counsel; (3) litigation fees and costs of up to \$35,000 to the plaintiff’s counsel; and a Service Award to the Plaintiff of up to \$20,000.00. The remaining funds after these disbursements are available for distribution (“Net PAGA Settlement Amount”).

Under the applicable law, 75% of the Net Settlement Amount will go to the State of California’s Labor and Workforce Development Agency (“LWDA”). The remaining 25% of the Net PAGA Settlement Amount goes to the Alleged Aggrieved Employees. The 25% of the Net PAGA Settlement Amount will be paid on a pro-rata basis as Individual PAGA Payments to Alleged Aggrieved Employees. The Administrator has calculated each Alleged Aggrieved Employees’ Individual PAGA Payment by (a) dividing the amount of the Alleged Aggrieved Employees’ 25% share of Net PAGA Settlement Amount by the total number of Eligible Pay Periods worked by all

Alleged Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Alleged Aggrieved Employee's Eligible Pay Periods.

Pursuant to the settlement, enclosed is a check for your share of a portion of the civil penalties. You are not a party to this lawsuit, but you and the LWDA will be bound by the judgment in this matter as to PAGA civil penalties, including being bound by the following release:

Plaintiff, individually and in his representative capacity on behalf of the State of California and all Alleged Aggrieved Employees, will fully and finally release and discharge the Released Parties, from any and all claims, debts, liabilities, demands, actions, or causes of action for civil penalties under the PAGA that were alleged or which could have been alleged based on the factual allegations in the operative complaint and Plaintiff's LWDA letter in the Action that occurred during the PAGA Period including all claims for civil penalties for failure to accurately record and pay for all time worked, including minimum wages and overtime; failure to accurately calculate the regular rate of pay; failure to provide compliant meal and rest periods; failure to provide reporting time pay; failure to timely pay all wages due; failure to accurately pay sick and vacation pay wages; failure to pay all wages due at termination, including unlawful deductions and failing to pay vacation; failure to provide suitable seating; and failure to provide accurate itemized wage statements, including by failing to show the correct gross and net wages earned including alleged violations of California Labor Code Sections 201, 202, 203, 204, 210, 218, 221, 226, 226.7, 227.3, 246, 510, 512, 558, 1194, 1197, 1197.1, 1198, 2699 *et seq.*, California Code of Regulations, Title 8, Section 11040, California Code of Regulations, Title 8, Section 11070, and the applicable Wage Order(s) (the "Released PAGA Claims"). Each Alleged Aggrieved Employee will be deemed to have made the foregoing Release as if by manually signing it. Except as otherwise released by Plaintiff individually in Plaintiff's general release pursuant to the Individual Settlement Agreement, the Alleged Aggrieved Employees do not release any other claims, including class claims, claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the PAGA Period.

Even if you do not cash your check, you will still be bound by the settlement. Your share of the civil penalties will be sent to the California State Controller's Unclaimed Property Fund where the funds may be claimed.

You may contact the <<SETTLEMENT ADMINISTRATOR>> if you have any questions about this payment.

EXHIBIT 2

Blumenthal Nordrehaug Bhowmik DeBlouw LLP

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

INVOICE

Invoice # 1
Date: 08/07/2025
Due On: 09/06/2025

Daniel Bo Kelley
25 Anthony Drive D203
Poughkeepsie, NY 12601

CA2943

Oracle America

Services

Attorney	Date	Notes	Quantity	Rate	Total
NDB	04/03/2023	Review and analyze original intake notes. Legal research regarding related litigation in State and Federal court. Research Defendant's business operations in CA. Analyze previous settlements against Defendant. Discuss with Plaintiff.	3.40	\$850.00	\$2,890.00
NDB	04/07/2023	Review entire employment file for legal claims. Review pay stubs for wage and hour claims. Legal research regarding the same. Obtain background facts for complaint. Discuss claims with Plaintiff.	4.50	\$850.00	\$3,825.00
NDB	04/08/2023	Review facts and law. Draft Complaint.	4.20	\$850.00	\$3,570.00
NDB	04/09/2023	Review Plaintiff's individual claims for retaliation and off the clock work. Legal research regarding the same. Review written policy docs.	2.90	\$850.00	\$2,465.00
NDB	04/09/2023	Review facts. Draft complaint.	2.00	\$850.00	\$1,700.00
NDB	04/11/2023	Review and revise complaint. Send to Plaintiff for approval to file. Discuss claims and overall process of lawsuit.	2.50	\$850.00	\$2,125.00
NDB	04/12/2023	Review and analyze PAGA claims. Legal research. Draft PAGA Notice.	2.00	\$850.00	\$1,700.00
NDB	04/14/2023	Review case file and docs. Draft internal case notes memo detailing facts and specific claims.	2.20	\$850.00	\$1,870.00

NDB	04/16/2023	Review and analyze arbitration agreement terms. Analyze facts surrounding the signing of the arbitration agreement. Legal research regarding enforceability and procedural and substantive unconscionability.	3.20	\$850.00	\$2,720.00
KN	04/17/2023	Review documents and research from ND; review draft complaint; analysis of arbitration issues; provide input on claims and theories	2.50	\$950.00	\$2,375.00
RE	05/02/2023	Review case notes/damage analysis	0.75	\$675.00	\$506.25
RE	05/02/2023	Review & analyze employment file documents	3.00	\$675.00	\$2,025.00
RE	05/05/2023	Review, edit & finalize class action complaint draft	3.50	\$675.00	\$2,362.50
RE	05/05/2023	Draft summons and civil case cover sheet re class action	0.50	\$675.00	\$337.50
RE	05/05/2023	Review & finalize class action complaint draft; file in San Mateo Sup. Ct.	0.75	\$675.00	\$506.25
RE	05/08/2023	Review court returned documents; review docket; memo to firm re judicial/departement assignment and status of initial case management conference re class action	0.75	\$675.00	\$506.25
ASC	05/09/2023	Add case to spreadsheets, add FC, courtlinks N/A, check docket re first CMC, dwnld notice, save, email CJ re calendar	0.40	\$250.00	\$100.00
KN	05/09/2023	Review filed documents and memo from RE	0.30	\$950.00	\$285.00
CL	05/24/2023	Receipt and review Notice of assignment, CMC/TSC.	0.30	\$750.00	\$225.00
RE	06/21/2023	Review file; prepare initial documents for service of process re class action; identify registered agent; send out for service via knox	0.75	\$675.00	\$506.25
SB	06/21/2023	Review complaint, analyze, advise ND	2.60	\$450.00	\$1,170.00
RE	06/28/2023	File POS of summons re class action; memo to firm re post service written discovery	0.50	\$675.00	\$337.50
SB	06/28/2023	Revise complaint, advise ND	2.60	\$450.00	\$1,170.00
ASC	06/30/2023	Update spreadsheet re SOP done, calendar disco drafts	0.20	\$250.00	\$50.00
AR	07/12/2023	Multiple correspondence with opposing counsel regarding response timeline.	0.30	\$550.00	\$165.00
ASC	07/13/2023	Draft POS template	0.10	\$250.00	\$25.00
AR	07/28/2023	Teleconference with opposing counsel; review file for documents; draft follow up correspondence.	0.70	\$550.00	\$385.00

CL	07/31/2023	Review and analyze Employment Agreement in preparation for meet and confer re Stipulation to Arbitration; Discuss with Kyle re: same.	0.50	\$750.00	\$375.00
CL	07/31/2023	Review and analyze Individual Compensation Agreement and Terms and Conditions 2022 in preparation for conference call with L. Mainz re: stipulation to arbitration.	0.40	\$750.00	\$300.00
CL	07/31/2023	Review and analyze Individual Compensation Agreement and Terms and Conditions 2023 in preparation for conference call with L. Mainz re: stipulation to arbitration.	0.30	\$750.00	\$225.00
RE	07/31/2023	Draft PAGA only Complaint	4.50	\$675.00	\$3,037.50
RE	07/31/2023	Draft summons and civil case cover sheet re paga action	0.50	\$675.00	\$337.50
RE	07/31/2023	Review & finalize paga only complaint package; file in San Mateo Sup. Ct.	0.75	\$675.00	\$506.25
AR	07/31/2023	Receive and review arbitration agreements; correspondence with CTL regarding the same.	0.80	\$550.00	\$440.00
AR	07/31/2023	Retrieve and review CMO; draft follow up correspondence regarding calendaring.	0.50	\$550.00	\$275.00
RE	08/01/2023	Review court-returned documents; review docket; memo to firm re judicial/departments assignment and status of initial case management conference re paga action	0.75	\$675.00	\$506.25
RE	08/01/2023	Provide notice to LWDA of PAGA action filing	0.40	\$675.00	\$270.00
KN	08/01/2023	Review filed documents and memo from RE	0.30	\$950.00	\$285.00
KN	08/01/2023	Review documents and memo from CL regarding arbitration; analysis of arbitration issues; advise CL	0.50	\$950.00	\$475.00
ASC	08/02/2023	Draft RFD without prejudice, declaration iso RFD (CTL), Proposed order and POS	1.20	\$250.00	\$300.00
CL	08/02/2023	Email form L. Mainz re: arbitration agreement; Discuss with Andy re: dismissal.	0.20	\$750.00	\$150.00
ASC	08/03/2023	Finalize request for dismissal without prejudice, file via One Legal, email courtesy copy to dept 21 and cc OPC for e-service, circulate	0.50	\$250.00	\$125.00
ASC	08/03/2023	Filing rejected re missing \$20 fee, fix and refile via one legal, monitor filing, saved filed copies in the file	0.50	\$250.00	\$125.00
AR	08/03/2023	Correspondence with opposing counsel and KN regarding dismissal.	0.30	\$550.00	\$165.00

AR	08/03/2023	Draft request for dismissal; submit to AC for service.	0.80	\$550.00	\$440.00
KN	08/03/2023	Review status; review stipulation; advise AR	0.20	\$950.00	\$190.00
ASC	08/04/2023	Draft and send email to client re introduction and point of contact, schedule initial phone call	0.30	\$250.00	\$75.00
CL	08/07/2023	Discuss with Andy re: case intake form in preparation for call with D. Kelley.	0.30	\$750.00	\$225.00
CL	08/07/2023	Receipt and review Notice of Assignment.	0.30	\$750.00	\$225.00
AR	08/08/2023	Review and outline file in advance of teleconference with client.	0.50	\$550.00	\$275.00
AR	08/08/2023	Teleconference with client regarding matter; draft intake form.	1.50	\$550.00	\$825.00
ASC	08/10/2023	Add case to spreadsheets, courtlinks, add FC, review case status, add to draft discovery list	0.30	\$250.00	\$75.00
ASC	08/14/2023	Class - Review status of RFD (Class), request accepted but order not signed, update dept no	0.20	\$250.00	\$50.00
RH	08/17/2023	Determination of plan for handling pending deadline for CMC statement and CMC in class action by comprehensive review of relevant file materials, including pleadings, orders, submissions, correspondences, and dockets for both PAGA and class actions.	0.60	\$675.00	\$405.00
ASC	08/17/2023	Follow up re dismissal of class case, monitor the court's website, download signed order, circulate, phone meeting with RH to confirm case dismissed	0.50	\$250.00	\$125.00
ASC	08/17/2023	PAGA - Prepare stipulation to stay pending arbitration, review file and status of case	0.50	\$250.00	\$125.00
ASC	08/18/2023	Confirm case dismissed and initial CMC vacated, no need to appear on 8/25/23	0.20	\$250.00	\$50.00
ASC	08/31/2023	Review status of case and add to client contact spreadsheet to do initial intake for liability form	0.10	\$250.00	\$25.00
RE	09/19/2023	Review file; prep initial docs for service of process re PAGA action; identify reg agent, send out for service via knox	0.75	\$675.00	\$506.25
CL	09/25/2023	Email form L Mainz re: 15-day extension to respond to complaint.	0.30	\$750.00	\$225.00
AR	09/25/2023	Multiple correspondence with opposing counsel regarding extension to respond in PAGA action.	0.30	\$550.00	\$165.00
AR	09/26/2023	Receive and review correspondence from CTL regarding stipulation to arbitrate; review file and draft follow up correspondence.	0.50	\$550.00	\$275.00

RE	09/28/2023	File proof of service of summons re class action; memo to firm re post service written discovery	0.50	\$675.00	\$337.50
ASC	10/02/2023	PAGA - review status of case, POS summons filed, case served, add to draft discovery list	0.20	\$250.00	\$50.00
CL	11/06/2023	Receipt and review Answer to PAGA Complaint.	0.40	\$750.00	\$300.00
CL	11/13/2023	[PAGA] Draft Plaintiff's Case Management Statement; Review and analyze Order re Court's CMC.	0.80	\$750.00	\$600.00
AR	11/13/2023	Multiple correspondence with opposing counsel regarding matter.	0.50	\$550.00	\$275.00
CL	11/14/2023	Receipt and review Order Deeming Matter Complex; Continuing CMC	0.20	\$750.00	\$150.00
AR	11/14/2023	Multiple correspondence with opposing counsel regarding status.	0.40	\$550.00	\$220.00
AR	11/14/2023	Review docket and retrieve order; multiple correspondence with opposing counsel regarding the same; circulate for calendaring.	0.50	\$550.00	\$275.00
AR	11/29/2023	Review docket; multiple correspondence with client.	0.50	\$550.00	\$275.00
YS	12/01/2023	[PAGA] Prepare POS for Notice Of Assignment For All Purposes, Designation As Complex Case, Setting Of A Case Management And Trial Setting Conference, And Complex Fees Due. Email OPC re Notice. File POS in Onelegal.	0.40	\$250.00	\$100.00
YS	12/05/2023	[PAGA] Review rejection notice from Onelegal re POS filed on 12/1. Draft cover sheet for POS. Re-file POS in Onelegal.	0.30	\$250.00	\$75.00
AR	12/07/2023	Multiple correspondence with AC regarding status of matter and discovery.	0.50	\$550.00	\$275.00
ASC	12/08/2023	PAGA - Review case notes, court docket and status of case; Draft Plaintiff's discovery set 1: RFA, RFP, Srogs, NOD PMK, Form Rogs, BW and PO	2.40	\$250.00	\$600.00
AR	12/08/2023	Review and outline pleadings; draft and serve initial discovery requests and notice of deposition.	1.70	\$550.00	\$935.00
CL	01/04/2024	Email from L. Ritter re: meet and confer re: written discovery and complex order staying discovery.	0.20	\$750.00	\$150.00
AR	01/04/2024	Receive and review correspondence from opposing counsel; review orders and chambers rules; draft summary regarding discovery.	0.80	\$550.00	\$440.00
AR	01/05/2024	Multiple follow up correspondence with opposing counsel regarding discovery; update file.	0.40	\$550.00	\$220.00

ASC	02/05/2024	Review status of case and court's docket, confirm CMC on calendar, draft Joint CMS	0.50	\$250.00	\$125.00
ASC	02/05/2024	Revise Joint CMS and send to OPC for review and edits	0.20	\$250.00	\$50.00
AR	02/05/2024	Receive and review draft joint report; draft follow up correspondence.	0.50	\$550.00	\$275.00
ASC	02/06/2024	PAGA - Finalize and file Joint CMC statement via One Legal, serve on OPC and dept 3 via email	0.50	\$250.00	\$125.00
AR	02/06/2024	Receive and review revisions to joint statement; draft follow up correspondence.	0.50	\$550.00	\$275.00
ASC	02/09/2024	Review court's docket to confirm CMC/TSC still on calendar, no tentative, set up remote appearance	0.30	\$250.00	\$75.00
CL	02/12/2024	Receipt and review Defendant's Notice of Remote Appearance.	0.20	\$750.00	\$150.00
AR	02/14/2024	Prepare for and attend CMC/TSC; draft and circulate follow up correspondence.	0.80	\$550.00	\$440.00
CJ	02/14/2024	Prepare for and appear at CMC	1.00	\$550.00	\$550.00
YS	02/19/2024	[PAGA] Review Courtlinks alert. Retrieve the Case Management Order #1. Email to Court Docs for circulation. Update file with order.	0.20	\$250.00	\$50.00
AR	02/23/2024	Review CMO; draft and serve discovery requests and notice of deposition.	1.80	\$550.00	\$990.00
AR	02/29/2024	Multiple correspondence with client regarding status.	0.50	\$550.00	\$275.00
AR	03/13/2024	Multiple correspondence with opposing counsel regarding status.	0.30	\$550.00	\$165.00
AR	03/13/2024	Correspondence with opposing counsel regarding discovery responses.	0.30	\$550.00	\$165.00
AB	03/14/2024	Draft / send corr to OPC re Mediation.	1.00	\$895.00	\$895.00
YS	04/02/2024	[PAGA] Update internal class spreadsheet with AE info.	0.10	\$250.00	\$25.00
AB	04/04/2024	Draft / send corr to OPC choosing mediator / research mediator / check mediation needs.	2.00	\$895.00	\$1,790.00
AB	04/05/2024	Get dates from mediator. Draft/send corr to OPC re dates. Check complaint. Analyze claims. Check docs provided by client for violations. Begin drafting mediation data letter request.	4.00	\$895.00	\$3,580.00
CL	04/08/2024	Email from/to L. Mainz re: mediation and service list.	0.30	\$750.00	\$225.00

AB	04/08/2024	Review/analyze corr from OPC / draft/send response. Continue drafting mediation data request. Search dockets for overlapping / prior cases that may impact case.	3.00	\$895.00	\$2,685.00
AR	04/10/2024	Multiple correspondence with opposing counsel regarding mediation and stipulation.	0.40	\$550.00	\$220.00
AB	04/10/2024	Draft/send corr to mediator's office to book mediation. Review law re: time recording to prep for mediation.	3.00	\$895.00	\$2,685.00
YS	04/17/2024	[PAGA] Review file for the draft of parties' joint stip to stay pending mediation. Prepare shell.	0.70	\$250.00	\$175.00
AR	04/17/2024	Review file for status; draft stipulation to stay matter pending mediation; submit to opposing counsel.	1.50	\$550.00	\$825.00
NDB	04/17/2024	Review and research PAGA proposition and inclusion on ballot. Review sick pay and vacation pay claims. Analyze wage statements. Legal research.	3.00	\$850.00	\$2,550.00
ASC	04/25/2024	Receive and respond to email from L. Mainz re request for extension for D's responses; extension granted to 5/17/24	0.40	\$450.00	\$180.00
AR	04/26/2024	Multiple correspondence with opposing counsel regarding discovery timeline and mediation.	0.30	\$550.00	\$165.00
AR	04/26/2024	Review and outline claims in advance of drafting mediation data request; draft summary.	0.80	\$550.00	\$440.00
AR	05/03/2024	Review and outline case file documents; draft and submit mediation data request to AB for review.	1.50	\$550.00	\$825.00
AR	05/06/2024	Receive and review stipulation; draft follow up correspondence.	0.80	\$550.00	\$440.00
AR	05/06/2024	Review file for status of discovery; draft further revisions to joint statement.	0.70	\$550.00	\$385.00
KN	05/06/2024	Review status and correspondence; review analysis from AR	0.30	\$950.00	\$285.00
YS	05/08/2024	Add bate stamps to Plaintiff's documents. Create exhibit book and update it with Plaintiff's, 1198.5, and defendant's documents.	1.00	\$250.00	\$250.00
AR	05/14/2024	Multiple correspondence with ND regarding client contact.	0.30	\$550.00	\$165.00
AR	05/14/2024	Multiple correspondence with opposing counsel regarding stipulation and discovery timeline; review and outline revisions.	0.80	\$550.00	\$440.00
NDB	05/14/2024	Review and respond to client's email. Analyze	0.80	\$850.00	\$680.00

		case file and court docs.			
AR	05/15/2024	Draft revisions to stipulation; draft follow up correspondence with opposing counsel.	1.70	\$550.00	\$935.00
NDB	05/15/2024	Review and respond to client's email.	0.50	\$850.00	\$425.00
YS	05/29/2024	Finalize parties' joint CMS for service. Update POS. File via Onelegal. Email to OPC re CMS. Email for Court Docs for circulation.	0.50	\$250.00	\$125.00
AR	05/29/2024	Review file for status; draft joint statement and submit to opposing counsel.	1.00	\$550.00	\$550.00
AR	05/29/2024	Revise and finalize joint statement; submit for filing.	0.70	\$550.00	\$385.00
KN	05/29/2024	Review status; review joint statement	0.25	\$950.00	\$237.50
AR	06/05/2024	Multiple correspondence with opposing counsel regarding status; teleconference regarding the same; draft and circulate summary; update file.	1.30	\$550.00	\$715.00
NDB	06/06/2024	Review rest break and 2802 PAGA claims. Legal research. Review case file and docs.	2.40	\$850.00	\$2,040.00
ASC	06/12/2024	Review court's website, confirm CMC still on calendar	0.30	\$450.00	\$135.00
VR	06/13/2024	Review and Analyze: review CMC statement; review case file and complaint; review correspondence between parties; prepare for CMC; court appearance at CMC; advise AR and ASC	0.70	\$750.00	\$525.00
AR	06/25/2024	Teleconference regarding stipulation to stay; draft follow up correspondence.	0.30	\$550.00	\$165.00
AR	06/26/2024	Review stipulation; multiple correspondence with VR regarding the same.	0.30	\$550.00	\$165.00
AR	07/02/2024	Receive review revisions to stipulation; draft multiple follow up correspondence with VR.	0.80	\$550.00	\$440.00
AR	07/02/2024	Revise stipulation pursuant to correspondence with opposing counsel; submit final draft for review.	0.60	\$550.00	\$330.00
AR	07/10/2024	Multiple follow up correspondence regarding stip/ order.	0.30	\$550.00	\$165.00
AR	07/17/2024	Follow up correspondence with opposing counsel regarding stipulation.	0.20	\$550.00	\$110.00
AR	07/17/2024	Receive and review revisions to stipulation; revise and finalize; submit for filing.	0.50	\$550.00	\$275.00
YS	07/17/2024	Finalize Stipulation To Stay The Case Pending	0.60	\$250.00	\$150.00

Mediation for service. Create and finalize POS. File via Onelegal. Email to OPC re service copy of stip. Email to Court Docs for circulation.					
KN	07/17/2024	Review draft stipulation; provide input to staff	0.25	\$950.00	\$237.50
CL	07/23/2024	Receipt and review Order staying case pending mediation	0.20	\$750.00	\$150.00
NDB	07/31/2024	Legal research new PAGA law modifications. Review and analyze issues for mediation.	2.00	\$850.00	\$1,700.00
ASC	08/20/2024	Email to OPC re mediation data request	0.30	\$450.00	\$135.00
ASC	08/28/2024	Follow up with defense counsel regarding status of mediation data production	0.30	\$450.00	\$135.00
ASC	09/03/2024	Email L. Mainz re status of mediation data production	0.30	\$450.00	\$135.00
ASC	09/04/2024	Email to L. Mainz re status of mediation data production	0.30	\$450.00	\$135.00
NDB	09/05/2024	Review and respond to client's email.	0.40	\$850.00	\$340.00
ASC	09/09/2024	Email to L. Mainz re mediation data overdue, briefs due 9/26/24	0.30	\$450.00	\$135.00
ASC	09/11/2024	Call with L. Mainz re mediation reschedule; discuss with AJ; confirm rescheduled date with L. Mainz via email	0.80	\$450.00	\$360.00
AB	09/11/2024	Review/analyze memo re: moving the mediation/ research dates w/ mediator / other mediators / check Court docket/calendar/deadlines. Check mediation prep. Check status of receipt of data. Draft/send responsive memo.	3.00	\$895.00	\$2,685.00
ASC	09/17/2024	Email to L. Mainz re rescheduled mediation	0.30	\$450.00	\$135.00
ASC	09/17/2024	Confirm and calendar new mediation date	0.30	\$450.00	\$135.00
CL	10/15/2024	Draft Joint Case Management Statement; Email to L. Ritter re: revisions to Joint CMS.	0.50	\$750.00	\$375.00
CL	10/16/2024	Email from/to L. Ritter re: Joint CMS; review and analyze Defendant's revisions to Joint CMS.	0.30	\$750.00	\$225.00
CL	10/17/2024	Email to L. Ritter re: Joint CMS; revise and finalize Joint CMS.	0.30	\$750.00	\$225.00
YS	10/17/2024	Finalize joint report re mediation for service. Prepare POS. File via Onelegal. Email to OPC re report. Email to Court Docs for circulation.	0.60	\$250.00	\$150.00
YS	10/23/2024	Review status of case, Confirm 10/31 CMC off calendar, no need to set appearance	0.30	\$250.00	\$75.00

ASC	11/01/2024	Email to D. Kelley re wrongful termination claim.	0.50	\$450.00	\$225.00
NDB	11/02/2024	Review court docket and case file. Analyze discovery to date. Review data produced for mediation purposes. Legal research. Prepare for mediation.	4.80	\$850.00	\$4,080.00
NDB	11/03/2024	Review pay stub exemplars for 226(a) and overtime claims. Research CA exemptions and code of regulations for regular rate issues.	2.90	\$850.00	\$2,465.00
ASC	11/05/2024	Review and respond to email from D. Kelley re wrongful termination narrative for mediation brief	1.00	\$450.00	\$450.00
NDB	11/05/2024	Analyze previous settlements with similar claims and pay periods for mediation valuation. Review case demographics. Prepare for mediation.	2.80	\$850.00	\$2,380.00
AB	11/12/2024	Draft mediation brief.	5.00	\$895.00	\$4,475.00
KN	11/12/2024	Review status; review analysis of research from ND; analyze issues for claims and facts; review draft mediation brief; provide input to ND and AJ	2.00	\$950.00	\$1,900.00
ASC	11/13/2024	Email L. Mainz re mediation data production	0.30	\$450.00	\$135.00
NDB	11/13/2024	Review and revise mediation brief. Legal research.	3.80	\$850.00	\$3,230.00
YS	11/14/2024	Review mediation data from Defs, update file. Create Box folder. Email to expert re new case. Organize data and update exhibit book	1.00	\$250.00	\$250.00
ASC	11/14/2024	Document review in preparation for mediation: ORCL_KELLEY00000001-245	3.00	\$450.00	\$1,350.00
ASC	11/14/2024	Document review in preparation for mediation: ORCL_KELLEY_MED00000246-286	1.00	\$450.00	\$450.00
ASC	11/14/2024	Document review in preparation for mediation: ORCL_KELLEY_MED00000246-248	1.00	\$450.00	\$450.00
AB	11/14/2024	Draft mediation brief.	5.00	\$895.00	\$4,475.00
AB	11/15/2024	Draft mediation brief.	5.00	\$895.00	\$4,475.00
ASC	11/15/2024	Harass daily	1.00	\$450.00	\$450.00
ASC	11/15/2024	Update case notes for mediation	1.00	\$450.00	\$450.00
ASC	11/15/2024	Email to and from D. Kelley re wrongful termination fact pattern	1.00	\$450.00	\$450.00
ASC	11/15/2024	Draft mediation brief	1.00	\$450.00	\$450.00
ASC	11/15/2024	Review ORCL_KELLEY_MED00000249-273 Handbook re Overtime	0.50	\$450.00	\$225.00

ASC	11/18/2024	Discuss Case intake notes for mediation with client	0.50	\$450.00	\$225.00
ASC	11/18/2024	Review new documents provided by D. Kelley re time worked off the clock	1.00	\$450.00	\$450.00
ASC	11/18/2024	Discuss wrongful termination facts with Client	0.50	\$450.00	\$225.00
ASC	11/18/2024	Draft mediation brief	1.00	\$450.00	\$450.00
ASC	11/19/2024	Finalize Draft mediation brief	2.00	\$450.00	\$900.00
AB	11/21/2024	Review/revise mediation brief.	2.00	\$895.00	\$1,790.00
ASC	11/21/2024	Review expert's analysis and send data for Plaintiff	1.00	\$450.00	\$450.00
ASC	11/21/2024	Discuss expert's finding's with AH / Email to Lucky Mainz re raw punches for AEs	0.50	\$450.00	\$225.00
ASC	11/21/2024	Revise mediation brief with experts analysis and add wrongful termination section	2.00	\$450.00	\$900.00
KN	11/21/2024	Review case notes and documents summaries; review current draft of mediation brief; provide input; review expert valuation and analyze value of claims	1.50	\$950.00	\$1,425.00
ASC	11/22/2024	Receive and review correspondence from L. Mainz re time data entry from aggrieved employees	0.30	\$450.00	\$135.00
AB	11/23/2024	Review/analyze corr from expert re: quarter/half/full hour and 8 hours records; review data / draft/ send corr to expert as to handling file conversions and reg rate issues. Review claims/prep for opening statement of mediation.	4.00	\$895.00	\$3,580.00
AB	11/25/2024	Finalize and file mediation brief.	1.50	\$895.00	\$1,342.50
SB	11/26/2024	Speak with client in advance of mediation, analyze claims, advise AJB	2.60	\$450.00	\$1,170.00
SB	12/02/2024	Prepare for mediation, review and analyze mediation brief, advise AJB	2.60	\$450.00	\$1,170.00
NDB	12/02/2024	Review all mediation materials including briefs and exhibits thereto. Analyze expert penalty report analysis and notes and assumptions. Prepare for mediation.	2.50	\$850.00	\$2,125.00
KN	12/02/2024	Review documents and final mediation brief; analysis of issues; provide input to AJ on theories and claims for mediation strategy	1.00	\$950.00	\$950.00
NB	12/03/2024	Review docs, analyze re settlement issues.	3.00	\$995.00	\$2,985.00
AB	12/04/2024	Prep and appear for mediation. Review/revise	6.00	\$895.00	\$5,370.00

MOU.					
NB	12/05/2024	Review settlement, analyze for approval issues.	3.00	\$995.00	\$2,985.00
AB	12/05/2024	Review/analyze/respond to mediator's proposal. Draft / circulate memo to partners re same. Review/calendar Court rules/analyze compliance efforts.	8.00	\$895.00	\$7,160.00
KN	12/05/2024	Review mediator's proposal; review memo from AJ; analysis of settlement issues; analysis of MOU; provide input to AJ	2.00	\$950.00	\$1,900.00
AB	12/06/2024	Review/analyze MOU draft. Prepare changes after researching model form - Draft/send corr to OPC re finalizing / Review Court rules / deadlines / calendar / check related case potentials on dockets / LWDA website. Discuss internally.	4.00	\$895.00	\$3,580.00
CL	12/08/2024	Email from L. Mainz re: revisions to MOU.	0.20	\$750.00	\$150.00
AB	12/10/2024	Review status of signing MOU. Draft/send corr to OPC re MOU.	1.00	\$895.00	\$895.00
AB	12/11/2024	Review/analyze changes to MOU; redline ; a clean document for signatures/ draft and send response after researching other approvals handled by Court on Lexis and tentative rulings.org	3.00	\$895.00	\$2,685.00
NDB	12/12/2024	Review mediation notes and results. Review and analyze MOU terms. Send MOU to Plaintiff. Calls and emails to discuss terms and settlement amounts. Follow up for signature.	1.30	\$850.00	\$1,105.00
AB	12/16/2024	Review/sign/circulate fully signed MOU. Plan next steps to comply with Court's orders/deadlines/ MOU dates.	3.00	\$895.00	\$2,685.00
CL	12/26/2024	Email to L. Mainz re: request for total class members and workweeks in preparation for administration estimate.	0.30	\$750.00	\$225.00
CL	12/27/2024	Email from T. Rogers re: IYLM's class administration estimate; Review and analyze same.	0.30	\$750.00	\$225.00
CL	12/27/2024	Email from S. Harcraft re: Apex's class administration estimate; Review and analyze same.	0.30	\$750.00	\$225.00
CL	12/27/2024	Receipt and review Apex's estimate for administration; Email from Tony Rogers re: same.	0.30	\$750.00	\$225.00
CL	12/30/2024	Receipt and review IYLM's estimate for administration; Email from M. Nava re: same.	0.30	\$750.00	\$225.00
CL	01/20/2025	Email from/to D. Kelley re: status of settlement	0.20	\$750.00	\$150.00

		agreement; Discuss with Tori re: draft of settlement agreement.			
CL	01/21/2025	Draft Individual Settlement Agreement; Discuss with Nick and NBB re: waiver of attorney's fees.	2.30	\$750.00	\$1,725.00
CL	01/21/2025	Revise PAGA Settlement Agreement.	0.30	\$750.00	\$225.00
CL	01/24/2025	Email from L. Ritter requesting revisions to Joint Report; Review and revise Joint Report re mediation.	0.40	\$750.00	\$300.00
CL	01/27/2025	Email to D. Kelley re: status of settlement agreement.	0.30	\$750.00	\$225.00
ASC	01/27/2025	Revceive and review emails from Plaintiff D. Kelley re request for status update of the case and questions about the case	0.40	\$450.00	\$180.00
CL	01/28/2025	Email from N. Ortega re: joint Report re mediation; Review and analyze same.	0.30	\$750.00	\$225.00
CL	01/28/2025	Email form L. Ritter re: Joint CMS and signature.	0.20	\$750.00	\$150.00
YS	01/28/2025	Prepare shell for stip to lift stay	0.50	\$250.00	\$125.00
VR	02/03/2025	Review and Analyze: review and analyze settlement agreement; review correspondence; advise CL and NBB	0.40	\$750.00	\$300.00
CL	02/13/2025	Draft Stipulation to Lift Stay and Request Hearing on Motion for PAGA Approval.	1.10	\$750.00	\$825.00
CL	02/13/2025	Email to L. Ritter re: meet and confer re: Stipulation to Lift Stay and Request Hearing on Motion for PAGA Approval.	0.30	\$750.00	\$225.00
CL	02/14/2025	Email from/to L. Ritter re: Stipulation to Lift Stay; Review and Revise Stipulation to Lift Stay.	0.60	\$750.00	\$450.00
CL	02/19/2025	Email from/to L. Ritter re: Stipulation to Lift Stay; Receipt and review revisions to Stipulation to Lift Stay.	0.40	\$750.00	\$300.00
KN	02/20/2025	Review status; review draft stip; advise staff as to next steps	0.60	\$950.00	\$570.00
YS	02/21/2025	Finalize stip to lift stay for service. Prepare POS. File via Onelegal. Email to OPC re stip. Email to Court Docs for circulation.	0.60	\$250.00	\$150.00
CL	02/24/2025	Email to D. Kelley re: meet and confer re: status of settlement.	0.20	\$750.00	\$150.00
RE	02/25/2025	Review file; review MOU & draft Settlement Agreement; confer w ND & CL re motion to approve PAGA Settlement	1.50	\$675.00	\$1,012.50

RE	02/26/2025	Draft initial first draft of Motion to Approve PAGA Settlement	3.75	\$675.00	\$2,531.25
RE	02/26/2025	Draft proposed order/judgement re motion to approve PAGA settlement	1.00	\$675.00	\$675.00
CL	02/26/2025	Review and analyze docket re Stipulation to Lift Stay and review and analyze one legal.	0.30	\$750.00	\$225.00
KN	02/27/2025	Review documents; review MOU; review agreement; prepare redlines and advise CL; prepare approval chart	2.80	\$950.00	\$2,660.00
CL	02/27/2025	Review and revise PAGA Settlement Agreement and Individual Settlement Agreement; Email to L. Mainz re: revisions to same; Discuss with Kyle re further revisions.	0.70	\$750.00	\$525.00
CL	02/27/2025	Email from L. Ritter re: Defendant's PAGA Settlement Agreement; Discuss with Norm and Kyle re versions of PAGA Settlement Agreement; Receipt and review PAGA Settlement Agreement.	0.60	\$750.00	\$450.00
CL	02/28/2025	Email to L. Ritter re: revisions to Defendant's Settlement Agreement and follow-up re: individual Settlement agreement.	0.30	\$750.00	\$225.00
CL	03/03/2025	Review and revise Defendant's PAGA Settlement Agreement; Review and revise Exhibit A to PAGA Settlement Agreement; Discuss with Norm re same.	4.40	\$750.00	\$3,300.00
CL	03/04/2025	Email from/to D. Kelley re status of settlement agreement	0.20	\$750.00	\$150.00
CL	03/04/2025	Continue revising PAGA Settlement Agreement.	2.60	\$750.00	\$1,950.00
YS	03/05/2025	Review Court docket for signed stip to lift stay, download order and update file, email to Court Docs for circulation and to calendar MPA hearing	0.30	\$250.00	\$75.00
KN	03/05/2025	Review draft agreement; analysis of issues from CL; revise Agreement; revise Exhibit A	3.00	\$950.00	\$2,850.00
RE	03/05/2025	Review revised Agreement based on Defendant's form; begin revising Motion to Approve PAGA Settlement per revised Agreement	1.75	\$675.00	\$1,181.25
RE	03/06/2025	Review and revise Motion to Approve PAGA Settlement per revised Agreement	2.75	\$675.00	\$1,856.25
KN	03/06/2025	Review draft motion; analysis of issues for approval compliance; advise RE	1.00	\$950.00	\$950.00
CL	03/14/2025	Email to L. Ritter re meet and confer re revisions to settlement agreement.	0.30	\$750.00	\$225.00
CL	03/14/2025	Email from/to D. Kelley re: revisions to settlement	0.30	\$750.00	\$225.00

		agreement.			
CL	04/11/2025	Email from/to D. Kelley re settlement agreement update and motion for final approval of settlement.	0.30	\$750.00	\$225.00
ASC	05/06/2025	Prepare Plaintiff's Declaration in support of Motion for Approval; send out for signature	1.00	\$450.00	\$450.00
ASC	05/07/2025	Email to Plaintiff Kelley re questions about motion for PAGA approval and indiv. Settlement agreement	0.40	\$450.00	\$180.00
CL	05/12/2025	Email to L. Ritter re: revisions to Defendant's Settlement Agreement and follow-up re: individual Settlement agreement.	0.30	\$750.00	\$225.00
CL	05/15/2025	Email to L. Ritter re: revisions to Defendant's Settlement Agreement and follow-up re: individual Settlement agreement.	0.30	\$750.00	\$225.00
CL	05/27/2025	Email to L. Mainz re: requesting revisions to Long Form Settlement Agreement.	0.20	\$750.00	\$150.00
CL	06/03/2025	Email from/to L. Mainz re: revisions to PAGA Settlement Agreement and Individual Settlement Agreement.	0.40	\$750.00	\$300.00
CL	06/04/2025	Email from/to L. Mainz re revisions to settlement agreement and request for conference call re: same.	0.30	\$750.00	\$225.00
CL	06/04/2025	Receipt and revise Long Form Settlement Agreement.	0.80	\$750.00	\$600.00
CL	06/05/2025	Email from/to P. Ivie re: Simpluris bid; Email to P. Ivie requesting revisions to settlement bid; Review and analyze Simpluris bid; Discuss with Kyle re: same.	0.50	\$750.00	\$375.00
KN	06/05/2025	Review status; review past emails; review Admin bids; discuss with CL	0.50	\$950.00	\$475.00
CL	06/06/2025	Email from P. Ivie re: updated estimate and bid for settlement; Receipt and review update bid.	0.30	\$750.00	\$225.00
CL	06/06/2025	Revise Individual Settlement Agreement.	2.30	\$750.00	\$1,725.00
KN	06/09/2025	Review revisions to the Agreement; review memo from CL; analysis of issue; respond to CL about the issues raised and explain analysis.	1.50	\$950.00	\$1,425.00
CL	06/09/2025	Review and revise PAGA Settlement Agreement.	1.30	\$750.00	\$975.00
CL	06/09/2025	Review and revise Individual Settlement Agreement.	0.50	\$750.00	\$375.00
CL	06/25/2025	Email to L. Mainz re: meet and confer re revisions	0.30	\$750.00	\$225.00

		to PAGA Agreement and Individual Settlement Agreement.			
CL	06/30/2025	Emails from/to L. Mainz re: revisions and redlines to PAGA Settlement Agreement and Individual Agreement; Email from/to L. Mainz re: PAGA administration.	0.50	\$750.00	\$375.00
CL	07/01/2025	Emails to L. Mainz re: revisions to settlement agreement; Prepare redlines; Discuss revisions and comparisons with NBB.	0.80	\$750.00	\$600.00
CL	07/14/2025	Email from L. Mainz re: individual settlement agreement; Revise Individual Settlement Agreement; Discuss with Kyle re: same.	0.70	\$750.00	\$525.00
KN	07/14/2025	Review status; review past emails; review revisions to Agreements; advise CL	0.50	\$950.00	\$475.00
CL	07/15/2025	Telephone calls from L. Mainz re: individual settlement and long form settlement agreement.	0.50	\$750.00	\$375.00
CL	07/15/2025	Multiple emails from/to L. Mainz re: revisions to individual settlement and long form settlement agreement; Discuss with Kyle, Norm and Rico re: motions, administration and timeline.	0.80	\$750.00	\$600.00
CL	07/15/2025	Draft and revise Individual Settlement Agreement.	1.10	\$750.00	\$825.00
CL	07/15/2025	Email to C. Clooney re Atticus requesting estimate and bid for PAGA settlement.	0.30	\$750.00	\$225.00
RE	07/15/2025	Review & revise draft motion to approve PAGA Settlement; review and revise draft PAGA proposed Order; forward drafts of motion papers to OPC	3.50	\$675.00	\$2,362.50
KN	07/15/2025	Discuss next steps with staff; advise NBB	0.30	\$950.00	\$285.00
KN	07/15/2025	Review draft motion circulated by RE	0.50	\$950.00	\$475.00
CL	07/16/2025	Emails from C. Longley re: Atticus bid for administration; Receipt and review Atticus bid.	0.30	\$750.00	\$225.00
CL	07/16/2025	Email to L. Mainz re: Atticus and Apex bid for administration.	0.20	\$750.00	\$150.00
KN	07/16/2025	Review emails; review status and outstanding issues; review draft individual complaint and revisions thereto; review draft billing and memo to staff regarding entries and deadlines; respond to NBB	1.75	\$950.00	\$1,662.50
CL	07/16/2025	Email to L. Mainz re: meet and confer re Apex and Atticus; Discuss with Norm re same	0.30	\$750.00	\$225.00
CL	07/16/2025	Email from/to L. Mainz re: meet and confer re revisions to individual settlement agreement.	0.70	\$750.00	\$525.00

CL	07/17/2025	Telephone call to L. Mainz re: individual settlement agreement in redline; Discuss with Norm re: same.	0.30	\$750.00	\$225.00
CL	07/18/2025	Telephone call to L. Mainz re: revisions to the Individual Settlement Agreement and the PAGA Agreement.	0.30	\$750.00	\$225.00
CL	07/18/2025	Email to L. Mainz re: revisions to the Individual Settlement Agreement and the PAGA Agreement.	0.20	\$750.00	\$150.00
CL	07/18/2025	Email from/to L. Mainz confirming filing deadline and revisions to Individual Settlement and PAGA Agreement.	0.30	\$750.00	\$225.00
KN	07/22/2025	Review email from Defendant; review revised Agreement; memo to Team regarding remaining issues and next steps.	1.50	\$950.00	\$1,425.00
CL	07/22/2025	Email to L. Mainz re: settlement administrator confirmation.	0.20	\$750.00	\$150.00
BW	07/24/2025	Emails to L. Ritter re Individual Settlement Agreement.	0.40	\$750.00	\$300.00
CL	07/27/2025	Review and revise Individual Settlement Agreement; Email from L. Ritter re same.	2.10	\$750.00	\$1,575.00
BW	07/29/2025	Email to opposing counsel re Individual Settlement Agreement.	0.30	\$750.00	\$225.00
CL	07/30/2025	Telephone call to L. Mainz re: revisions to PAGA Settlement and Motion for PAGA Approval.	0.30	\$750.00	\$225.00
CL	07/30/2025	Telephone call to L. Ritter re: revisions to PAGA Settlement and Motion for PAGA Approval; Email to L. Ritter re: same.	0.30	\$750.00	\$225.00
CL	07/30/2025	Revise Individual Settlement Agreement; Discuss with Norm and Nick re: same.	0.90	\$750.00	\$675.00
CL	07/30/2025	Email to L. Ritter re Individual Settlement Agreement.	0.30	\$750.00	\$225.00
CL	08/01/2025	Email to L. Ritter re: revisions re Individual and PAGA Agreement	0.20	\$750.00	\$150.00
CL	08/04/2025	Email to L. Ritter re: follow up re settlement agreement and individual agreement.	0.20	\$750.00	\$150.00
KN	08/05/2025	Email Def; review Def email; review revisions to Agreement; advise CL	1.25	\$950.00	\$1,187.50
CL	08/05/2025	Review and revise PAGA Settlement Agreement; Emails from/to L. Ritter re: same.	1.30	\$750.00	\$975.00
CL	08/05/2025	Review and revise Individual Settlement Agreement; Emails from/to L. Ritter re: same;	0.80	\$750.00	\$600.00

		Telephone calls with L. Ritter re: revisions to same; Discuss with Nick re: same.			
RE	08/06/2025	Review & analyze OPC redline edits to draft Motion to Approve PAGA settlement; accept edits & review & update draft	1.50	\$675.00	\$1,012.50
KN	08/06/2025	Review proposed revisions to the motion and order; advise staff	0.50	\$950.00	\$475.00
CL	08/06/2025	Multiple emails from/to L. Ritter re: Individual Settlement Agreement and PAGA Settlement Agreement.	0.40	\$750.00	\$300.00
CL	08/06/2025	Revise and finalize Individual Settlement Agreement; Discuss with Nick re: same.	0.60	\$750.00	\$450.00
CL	08/06/2025	Revise and finalize PAGA Settlement Agreement; Discuss with Kyle re: same.	0.80	\$750.00	\$600.00
RE	08/06/2025	Draft Declaration of KN in support of motion to approve PAGA Settlement	3.00	\$675.00	\$2,025.00
KN	08/06/2025	Review status of settlement and review current state of Agreement; advise CL; advise RE as to next steps regarding declaration ISO motion	1.00	\$950.00	\$950.00
RE	08/07/2025	Review & analyze proposed order/judgment revisions from Def.	0.70	\$675.00	\$472.50
RE	08/07/2025	Review & finalize updated drafts of declaration, motion & proposed order re PAGA approval motion; forward updated drafts to OPC for review; confer w team re admin declaration status	1.30	\$675.00	\$877.50
BW	08/07/2025	Emails with Sean from Apex re declaration for approval motion; confer with att'y C. LeVu re request to Apex	0.40	\$750.00	\$300.00
CL	08/07/2025	Revise and finalize Motion for PAGA Approval; Discuss with Kyle and Rico re same; Prepare Exhibits 1-6 to Nordrehaug Declaration and Exhibit 1 to Proposed Order and Judgment.	2.60	\$750.00	\$1,950.00
KN	08/07/2025	Review and revise declaration ISO motion; provide redlines to staff	1.00	\$950.00	\$950.00
CL	08/07/2025	Email from L. Ritter re: Fully Executed Settlement Agreement and Individual Settlement Agreement; Email to L. Ritter requesting revisions for Motion.	0.70	\$750.00	\$525.00
CL	08/07/2025	Receipt and review Declaration of S. Hartranft.	0.40	\$750.00	\$300.00
Quantity Subtotal					329.9
Services Subtotal					\$241,002.50

Expenses

Type	Date	Notes	Quantity	Rate	Total
Expense	04/12/2023	PAGA Filing Fee	1.00	\$75.00	\$75.00
Expense	05/08/2023	Onelegal/court fees	1.00	\$1,494.53	\$1,494.53
Expense	06/28/2023	Onelegal/Court Fee	1.00	\$17.06	\$17.06
Expense	06/30/2023	KNOX Messenger and Filing Service.	1.00	\$124.15	\$124.15
Expense	07/01/2023	Onelegal/Court Fee	1.00	\$82.62	\$82.62
Expense	08/01/2023	Onelegal/Court Fees	1.00	\$465.03	\$465.03
Expense	08/04/2023	OneLegal filing fee.	1.00	\$13.33	\$13.33
Expense	08/04/2023	OneLegal filing fee.	1.00	\$37.78	\$37.78
Expense	09/05/2023	KNOX Filing and Messenger Service	1.00	\$118.35	\$118.35
Expense	09/28/2023	Onelegal/Court Fees	1.00	\$17.06	\$17.06
Expense	09/28/2023	Onelegal/Court Fees	1.00	\$17.66	\$17.66
Expense	10/03/2023	Onelegal/Court Fees	1.00	\$77.21	\$77.21
Expense	12/04/2023	One Legal Filing	1.00	\$13.33	\$13.33
Expense	12/06/2023	One Legal Filing	1.00	\$17.06	\$17.06
Expense	02/06/2024	OneLegal filing fee.	1.00	\$19.12	\$19.12
Expense	05/30/2024	Onelegal filing fee.	1.00	\$19.12	\$19.12
Expense	07/18/2024	Onelegal filing fee.	1.00	\$39.84	\$39.84
Expense	08/19/2024	Mediation Fees - Serratore	1.00	\$14,000.00	\$14,000.00
Expense	10/18/2024	One Legal/Court Fees	1.00	\$19.31	\$19.31
Expense	10/18/2024	One Legal filing fee	1.00	\$19.31	\$19.31
Expense	12/19/2024	Berger Consulting Fees	1.00	\$8,855.00	\$8,855.00
Expense	06/01/2025	LexisNexis	1.00	\$15.36	\$15.36
Expense	07/01/2025	LexisNexis	1.00	\$16.67	\$16.67
Expense	08/07/2025	Filing fee - motion	1.00	\$60.00	\$60.00
Expenses Subtotal					\$25,633.90

Time Keeper	Quantity	Rate	Total
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AJ Bhowmik	63.5	\$895.00	\$56,832.50
Norm Blumenthal	6.0	\$995.00	\$5,970.00
Scott Blumenthal	10.4	\$450.00	\$4,680.00
Nicholas De Blouw	54.1	\$850.00	\$45,985.00
Ricardo Ehmann	39.4	\$675.00	\$26,595.00
Randy Hy	0.6	\$675.00	\$405.00
Charlotte James	1.0	\$550.00	\$550.00
Christine LeVu	51.2	\$750.00	\$38,400.00
Kyle Nordrehaug	28.8	\$950.00	\$27,360.00
Victoria Rivapalacio	1.1	\$750.00	\$825.00
Andrew Ronan	31.0	\$550.00	\$17,050.00
Brooke Waldrop	1.1	\$750.00	\$825.00
Adolfo Sanchez Contreras	25.5	\$450.00	\$11,475.00
Adolfo Sanchez Contreras	9.1	\$250.00	\$2,275.00
Yesenia Silva	7.1	\$250.00	\$1,775.00
Quantity Total			329.9
Subtotal			\$266,636.40
Total			\$266,636.40

Detailed Statement of Account

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
1	09/06/2025	\$266,636.40	\$0.00	\$266,636.40
Outstanding Balance				\$266,636.40
Total Amount Outstanding				\$266,636.40

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: (885) 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

Brooke Wilkinson Waldrop

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2017, California;

Educated: Westminster University (B.A. 2004); University of Utah (J.D. 2008)

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

District of Delaware; Harvey v. PQ Operations, Inc., Los Angeles County Superior Court, Case No. BC497964; Henshaw v. Home Depot U.S.A., United States District Court, Central District of California, Case No. SACV10-01392; Heithold v. United Education Institute, Orange County Superior Court, Case No. 30-2013-00623416-CU-OE-CXC; Hibler v. Coca Cola Bottling, Settled U.S. District Court, Southern District of California, Case No. 11cv0298; Hildebrandt v. TWC Administration LLC & Time Warner NY Cable, LLC, U.S. District Court, Central District of California, Case No. ED-cv-13-02276-JGB; Hopkins v. BCI Coca-Cola Bottling Company of Los Angeles, United States District Court, Central District of California; U.S. Court of Appeals 9th Circuit; Howard v. Southern California Permanente 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 Lonja, 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. 08-cv-02353; Smith v. Fedex Ground Package system, Inc., Alameda County Superior Court, Case No. RG14734322; Sones v. World Savings / Wachovia; U.S. District Court, Northern District of California, Case No. 3:08-cv-04811; Spradlin v. Trump, U.S. District Court, District of Nevada, Case No. 2:08-cv-01428; Steele v. Kaiser Foundation Health Plan, U.S. District Court, Northern District of California, Case No. 07-5743; Steffan v. Fry's Electronics, Inc., Santa Clara County Superior Court, Case No. 1-13-CV-254011; Steroid Hormone Product Cases, Los Angeles Superior Court, JCCP4363; Strauss v. Bayer Corporation, United States District Court, District of Minnesota; Sustersic v. International Paper Co., Orange County Superior Court, Case No. 30-2009-00331538; Sutton v. Seasons Hospice & Palliative Care of California, Inc., Los Angeles County Superior Court, Case No. BC590870; Swartout v. First Alarm Security & Patrol, Inc., Santa Clara County Superior Court, Case No. 112-cv-231989; Talamantez v. The Wellpoint Companies, Inc., U.S. District Court, Central District of California, Case No. 12-cv-08058; Tan v. California State Automobile Assn. - Class Certification Granted, U.S. District Court, Central District California, Case No. 07cv1011, Orange County Superior Court, Case No. 30-2008-00231219; Tauber v. Alaska Airlines, et al., Los Angeles Superior Court; Thai v. Staff Assistance, Inc., Los Angeles County Superior Court, Case No. BC567943; Thomas v. Stanford Health Care d/b/a Stanford University Medical Center, Santa Clara County Superior Court, Case No. 1-14-cv-273362; Thomas-Byass v. Michael Kors Stores (California), Inc., U.S. District Court Central District of California, Case No. 5:15-cv-00369-JGB; Trujillo v. LivHome, Orange County Superior Court, Case No. 30-2008-00100372, San Diego County Superior Court, Case No. JCCP4570; Tull v. Stewart Title, U.S. District Court, Southern District California, Case No. 08-CV-1095; Turner v. C.R. England, U.S. District Court Central District of California, Case No. 5:14-cv-02207-PSG; Turner v. Ampac Fine Chemicals, LLC, Sacramento County Superior Court, Case No. 34-2015-00176993; Valadez v. Schering-Plough, U.S. District Court, Southern District California, Case No. 10-CV-2595; Van Gorp v. Ameriquest Mortgage/Deutsche Bank, U.S. District Court, Central District of California, Case No. SACV05-907 CJC (Anx); Varela v. The Walking Company, Los Angeles County Superior Court, Case No. BC562520; Veloz v. Ross Dress For Less, Inc., Los Angeles County Superior Court, Case No. BC485949; Vogel v. Price-Simms, Inc., Santa Clara County Superior Court, Case No. 114CV261268; Vrab v. DNC Parks & Resorts at Tenaya, Inc., Mariposa County Superior Court, Case No. 0010225; Vultaggio-Kish v. Golden State Lumber, Inc., San Mateo County Superior Court, Case No. CIV 51661; Wadhwa v. Escrow Plus, Los Angeles Superior Court; Waldhart v. Mastec North Amercia, Inc., San Bernardino County Superior Court, Case No. CIVDS1419318; Walker v. Brink's Global Services USA, Inc. & Brinks Incorporated, Los Angeles County Superior Court, Case No. BC564369; Walsh v. Apple, Inc., U.S. District Court, Northern District California, Case No. 08-04918; Weinman v. Midbar Condo Development (Las Vegas One), U.S. District Court, District of Nevada, Case No. 2:08-cv-00684; Weltman v. Ortho Mattress - Class Certification Granted, U.S. District Court, Southern District California, Case No. 08-cv-0840, Orange County Superior Court, Case No. 30-2009-00327802; West v. Jerome's Furniture Warehouse, Sacramento County Superior Court, Case No. 34-2013-00147707-CU-OE-GDS; Wheat v. Jerome's Furniture Warehouse, San Diego County Superior Court, Case No. 37-2012-00094419-CU-OE-CTL; Wietzke v. Costar Realty, U.S. District Court, Southern District California, Case No. 09-cv-2743; Williams v. Lockheed Martin Corporation, U.S. District Court, Southern District California, Case No. 3:09-cv-01669; Wilson v. Wal-Mart

Associates, Inc., U.S. District Court Central District of California, Case No. 8:14-cv-1021-FMO; Winston v. Lemoire Transportation, Inc., Contra Costa County Superior Court, Case No. C-15-00897; Wise v. Cubic, U.S. District Court, Southern District California, Case No. 08-cv-2315; Witman v. Level 3 Communications, San Diego County Superior Court, Case No. 37-2012-00091649-CU-OE-CTL; Yam v. Kaiser Foundation Hospitals, U.S. District Court, Northern District California, Case No. 10-cv-05225-SBA; Zurlo v. Mission Linen, U.S. District Court, Central District, Case No. 08cv1326; Baxt v. Scor U.S., Delaware Court of Chancery; Bronson v. Blech Securities - Settled U.S. District Court, Southern District of New York; Castro & Cardwell v. B & H Education, Inc., Los Angeles Superior Court Case No. BC456198; Dibella v. Olympic Financial, U.S. District Court, District of Minnesota; Doyle v. Lorna Jane USA, Inc., Los Angeles County Superior Court, Case No. BC526837; Estrella v. B-Per Electronic, Inc. & My Wireless, Inc., San Diego County Superior Court, Case No. 37-2013-00048951-CU-OE-CTL; Ferrari v. Read-Rite, U. S. District Court, Northern District of California; Forever 21 Wage and Hour Cases - Settled San Diego County Superior Court, JCC Proceeding No. 4745; Hart v. United States Tobacco Co., Los Angeles Superior Court; In re Bank of America Wage and Hour Employment Practices Litigation, U.S. District Court, District of Kansas, Case No. MDL 2138; In re Walgreen Co. Wage and Hour Litigation, U.S. District Court, Central District of California, Case No. 11-cv-07664; Jackson v. Fresh & Easy Neighborhood Market Inc., Los Angeles County Superior Court, Case No. BC497964; U.S. Bankruptcy Court District of Delaware Case No. 13-12569 (KJC); Jordan/Ramos v. DMV -Sacramento County Superior Court; Kensington Capital v. Oakley, U. S. District Court, Southern District of California; Kensington Capital v. Vesta, U. S. District Court, Northern District of Alabama; Lopez v. Tire centers, LLC, U.S. District Court Northern District of California, Case No. 3:13-cv-05444-JCS; Miller v. Western Athletic Clubs, LLC, Santa Clara County Superior Court, Case No. 112-cv-228670; Moffett v. WIS International, San Diego County Superior Court, Case No. 37-2011-00099909-CU-OE-CTL; Perez v. Urban Outfitters, Inc., U.S. District Court Northern District of California, Case No. 13-cv-02628-JSW; Ridgewood Capital Management v. Gensia, U.S. District Court, Southern District of California, #CV-92-1500H; Sandoval v. Redfin Corporation, U.S. District Court Northern District, Case No. 3:14-cv-04444-SC; Shurman v. Scimed, State of Minnesota District Court, Fourth District, #94-17640; Sioson v. AMP Holding, Inc., Orange County Superior Court, Case No. 30-2013-00663825; Slatton v. G.E. Capital Mortgage Services, Camden County Superior Court, New Jersey, #CAML0256198; Somkin v. Molten Metal, U.S. District Court, District of Massachusetts, #9710325PBS; Sparks v AT&T, Illinois District Court - Madison County; Sullivan v. Lyon Management Group, Orange County Superior Court, Case No. 30-2013-00649432-CU-BT-CXC; Herencia v. Alexander's Steakhouse, Inc. – San Francisco County Superior Court, Case No. CGC-16-550551; Reinhardt v. Beverly Fabrics, Inc. – Sonoma County Superior Court, Case No. SCV-257217; DeBettencourt v. Interstate realty Management Company – San Joaquin County Superior Court, Case No. STK-CV-UOE-2015-0011942; Torres v. Bhandal Bros, Inc. – Santa Cruz County Superior Court, Case No. 16CV01555; Rodriguez v. El Toro Medical Investors Limited Partnership – U.S. District Court, Central District of California, Case No. 16-CV-00059-JLS-KES; Velez v. Timec Specialty Services, Inc. & Transfield Services– Los Angeles County Superior Court, Case No. BC614318; Henry v. Central Freight Lines, Inc. – U.S. District Court, Eastern District of California, Case No. 16-CV-00280-JAM-EFB; Taylor v. TIC – The Industrial Company – U.S. District Court, Central District of California, Case No. 16-CV-00186-VAP(SPX); Harvey v. Sears, Roebuck And Co. – Sacramento County Superior Court, Case No. 34-2017-00207556; Tapia v. Panda Express, LLC et al. – Los Angeles County Superior Court, JCCP No. 4919; Severson v. Lowe's HIW, Inc. – Sacramento County Superior Court, Case No. 34-2016-00189508; Bendon v. DTG Operations, Inc. - U.S. District Court, Central District of California, Case No. 16-CV-00861-FMO-AGR; Talavera v. ACS Dataline, LP – Los Angeles County Superior Court, Case No. BC617159; McHenry v. Prologix Distribution Services (West), LLC – Los Angeles County Superior Court, Case No. BC608948; Stone v. Prologistics Distribution, Inc. – Orange County Superior Court, JCCP No 4881; Easton v. Handy Technologies, Inc. – San Diego County Superior

Court, Case No. 37-2016-00004419-CU-OE-CTL; Singh v. Total Renal Care, Inc. – San Francisco County Superior Court, Case No. CGC-16-550847; Conners v. Rag Traders Melrose, LLC – Los Angeles County Superior Court, Case No. BC591413; Saporito v. Space Explorations Technologies Corporation, Los Angeles Superior Court, Case No. BC554258; Calhoun v. Celadon Trucking Services, Inc., U.S. District Court, Central District of California, Case No. 16-CV-01351-PSG-FFM; Conners v. Mission Valley Kilt, LLC - San Diego County Superior Court, Case No. 37-2015-00036888-CU-OE-CTL; Shibley v. New Prime, Inc. - U.S. District Court, Central District of California, Case No. 17-CV-00321-DOC; Lawrenz v. Blacktalon Enterprises, Inc. - Sonoma County Superior Court, Case No. SCV-258205; Jamison v. Fitness 19 CA 121, LLC - Solano County Superior Court, Case No. FCS046697; Brooks v. Archer Trucking, Inc. – Mendocino County Superior Court, Case No. SCUK-CVG-16-67106; Montgomery v. New Prime, Inc. - San Bernardino County Superior Court, Case No. CIVDS1611884; Mills v. Core-Mark International, Inc. – San Diego County Superior Court, case No. 37-2016-00009669-CU-OE-CTL; Lopez v. Networked Insurance Agents, LLC – Orange County Superior Court, Case No. 30-2016-00843587-CU-OE-CXC; Yberri v. Agent Provocateur, Inc. – Los Angeles County Superior Court, Case No. BC620413; Woodard v. BKD Twenty-One Management Company, Inc. – San Diego County Superior Court, Case No. 37-2016-00009682-CU-OE-CTL; Gallagher v. H.H. Restaurant, Inc. – San Diego County Superior Court, Case No. 37-2016-00031247-CU-OE-CTL; San Nicolas v. West Covina Corporate Fitness, Inc. – Los Angeles County Superior Court, Case No. BC16304; Summerlin v. Maplebear Inc., d/b/a Instacart – Los Angeles County Superior Court, Case No. BC 603030; Padilla v. Sutter West Bay Hospitals – San Mateo County Superior Court, Case No. CIV538977; Quagliariello v. Victory Entertainment, Inc. – Los Angeles County Superior Court, Case No. BC620273; Mohammad v. Tee It Up LLC – Contra Costa Superior Court, Case No. C16-01188; Pucilowski v. Esurance Insurance Services, Inc. – Placer County Superior Court, Case No. SCV0038790; Arias v. Alamos Enterprises, LLC – Orange County Superior Court, Case No. 30-2016-00865183-CU-OE-CXC; Orzano v. Hazelwood Enterprises, Inc. - San Diego County Superior Court, Case No. 37-2016-00029231-CU-OE-CTL; Tejero v. Firstmed Ambulance Services, Inc. – Orange County Superior Court, Case No. 30-2016-00885355-CU-OE-CXC; Artis v. T-W Transport, Inc. – San Diego County Superior Court, Case No. 37-2016-00013010-CU-OE-CTL; Searles v. Navajo Express, Inc. – San Bernardino County Superior Court, Case No. CIVDS1613846; Lara v. Commercial Protective Service, Inc. – Los Angeles County Superior Court, Case No. BC648921; Picos v. Culinart of California, Inc. – San Diego County Superior Court, Case No. JCCP 4892; Samaniego v. A&I Transport, Inc. – Santa Cruz County Superior Court, Case No. 16CV01894; Bailey v. Romanoff Floor Covering, Inc. – U.S. District Court, Eastern District of California, Case No. 17-CV-00685-TLN-CMK; Aguirre v. Bitech, Inc. – Sacramento County Superior Court, Case No. 34-2016-002022; Phillips v. DI Overnite LLC – San Diego County Superior Court, Case No. 37-2016-00016800-CU-OE-CTL; Jacob v. Pride Transport, Inc. – Santa Cruz County Superior Court, Case No. 16CV1337; Bennett v. Heartland Express, Inc. of Iowa – San Diego County Superior Court, Case No. 37-2016-00015056-CU-OE-CTL; Stapf v. Mercer Health & Benefits Administration LLC – Los Angeles County Superior Court, Case No. BC643007; Armstrong v. Ruan Transport Corporation – San Bernardino County Superior Court, Case No. CIVDS1605897; Geiger v. Floyd's 99-California LLC – Orange County Superior Court, Case No. 30-2016-00874943-CU-OE-CXC; Mondrian v. Trius Trucking, Inc. – Fresno County Superior Court, Case No. 16CECG01501; Johnson v. Fedex Office and Print Services, Inc. – Alameda County Superior Court, Case No. RG17856291; Rios v. Pacific Western Bank - San Diego County Superior Court, Case No. 37-2016-00038083; Sanders v. Old Dominion Freight Lines, Inc. – San Diego County Superior Court, Case No. 37-2016-00030725-CU-OE-CTL; Taylor v. Gardner Trucking, Inc. – San Bernardino County Superior Court, Case No. CIVDS1614280; Couture v. Wal-Mart Associates, Inc. – U.S. District Court, Eastern District of California, case No. 16-CV-02202-VC; Bertuol v. AHMC Anaheim Regional Medical Center LP – Orange County Superior Court, Case No. 30-2017-00899024-CO-OE-CXC; Espinoza v. Prime Communications of California, LLC – San Mateo

County Superior Court, Case No. 16CIV01563; Archuletta v. Tidy Services, Inc.– Orange County Superior court, Case No. 30-2016-008611892-CU-OE-CXC; Puccini v. Earthbound Farm, LLC– Santa Clara County Superior Court, Case No. 17CV308643; Vikram v. First Student Management, LLC – U.S. District Court, Northern District of California, Case No. 17-CV-04656-KAW; Blair v. Ashley Distribution Services, LTD. – U.S. District Court, Central District of California, Case No. 17-CV-01427-JAK-SP; Richardson v. Service Staffing, LLC– Orange County Superior Court, Case No. 30-2017-00899039-CU-OE-CXC; Coffin v. Certified Freight Logistics, Inc. – San Diego County Superior Court, Case No. 37-2016-00036523-CU-OE-CTL; Encarnacion v. S.A.S. Services Group, Inc. – San Diego County Superior Court, Case No. 37-2017-00026726-CU-OE-CTL; Vasquez v. Golden State Overnight Delivery Service, Inc.– Alameda County Superior Court, Case No. RG17862924; Karr v. Tristar Managed Care, Inc. – Contra Costa Superior Court, case No. MSC17-00650; Gouveia v. Central Cal Transportation – San Joaquin County Superior Court, Case No. STK-CV-UOE-2017-0001765; Miranda v. Genex Services, LLC – U.S. District Court, Northern District of California, Case No. 17-CV-01438-JD; Spears v. Health Net of California, Inc. – Sacramento County Superior Court, Case No. 34-2017-00210560; Martinez v. Geil Enterprises, Inc. – Fresno County Superior Court, Case No. 17CECG01879; McComack v. Marriott Ownership Resorts, Inc. – U.S. District Court, Southern District of California, Case No. 17CV1663 BEN WVG; Velasco v. Lemonade Restaurant Group, LLC – Los Angeles County Superior Court, Case No. BC672235; Smith v. Personnel Services, Inc.– U.S. District Court, Northern District of California, Case NO. 17-CV-03594-SK; Gabriel v. Kuni SDA, LLC – San Diego County Superior Court, Case No. 37-2017-000251191-CU-OE-CTL; Miller v. Mattress Firm, Inc. – Santa Clara County Superior Court, Case No. 17CV313148; Provost v. Yourmechanic, Inc. – San Diego County Superior Court, Case No. 37-2017-00024056-CU-OE-CTL; Zirpolo v. UAG Stevens Creek II, Inc. – Santa Clara County Superior Court, Case No. 17CV313457; Salazar v. Aids Healthcare Foundation – San Diego County Superior Court, Case No. 37-2017-00033482-CU-OE-CTL; Knipe v. Amazon.com, Inc. – San Diego County Superior Court, Case No. 37-2017-00029426-CU-OE-CTL; Erwin v. Caremeridian, LLC – Fresno County Superior Court, Case No. 17CECG03048; Davis v. Cox Communications California, LLC – U.S. District Court, Southern District of California, Case No. 16-CV-00989-BAS-BLM; Lara v. RMI International, Inc. – Los Angeles County Superior Court, Case No. BC597695; Harper v. C.R. England, Inc.– U.S. District Court, Utah Central Division, Case No. 16-CV-00906-DB; Mrazik v. C.H. Robinson Company – U.S. District Court, Central District of California, Case No. 12-CV-02067-CAS-PLA; Horn v. Rise Medical Staffing, LLC – U.S. District Court, Eastern District of California, Case No. 2:17-cv-01967-MCE-KJN; Pasallo v. GSG Protective Services CA Inc.– San Diego Superior Court, Case No. 37-2018-00037611-CU-OE-CTL; Smith v. Pacific Personnel Services, Inc. – U.S. District Court, Northern District of California, Case No. 17-cv-03594-SK; Terrado v. Accredited Debt Relief, LLC – San Diego Superior Court, Case No. 37-2018-00014181-CU-OE-CTL; Escobedo v. Pacific Western Bank – Los Angeles Superior Court, Case No. BC682686; Wade v. Automobile Club of Southern California – Orange County Superior Court, Case No. 30-2017-00960268-CU-OE-CXC; Montano v. American Automobile Association of Northern California – Contra Costa County Superior Court, Case No. CIVMSC18-01539; Perez v. Summit Interconnect, Inc. – Orange County Superior Court, Case No. 30-2018-00995403-CU-OE-CXC; Wolleson v. Gosch Imports, Inc. – Riverside County Superior Court, Case No. RIC170356; Banuelos v. Ortho Mattress, Inc. – Orange County Superior Court, Case No. 30-2020-01161304-CU-OE-CXC; Castellanos v. Miller Automotive Group, Inc. – Los Angeles County Superior Court, Case No. BC699211; Tressler v. Spoonful Management, LLC – Los Angeles County Superior Court, Case No. BC71940; Delph v. Employee Retention Services, LLC – San Diego County Superior Court, Case No. 37-2018-00007885; Romero v. May Trucking Company – U.S. District Court, Central District of California, Case No. 5:17-cv-02166-JGB-SHK; Miranda v. Genex Services, LLC – San Bernardino County Superior Court, Case No. CIVDS1700779; Moore v. Zirx Transportation Services, Inc. – Los Angeles County Superior Court, Case No. CGC-18-566655; Sottile v. Motion Recruitment Partners – Santa Clara County Superior Court, Case No.

18CV321677; Shahbazian v. Fast Auto Loans, Inc. – U.S. District Court, Central District of California, Case No. 2:18-cv-03076-ODW-KS; Salazar v. Johnson & Johnson Consumer Inc. – Los Angeles County Superior Court, Case No. BC702468; Conti v. L’Oreal USA S/D, Inc. – U.S. District Court, Eastern District of California, Fresno, Case No. 1:19-CV-00769-LJO-SKO; Mercado v. Security Industry Specialists, Inc. – Santa Clara County Superior Court, Case No. 17CV320059; Vikili v. Dignity Health – San Francisco County Superior Court, Case No. CGC-18-569456; Bagby v. Swissport SA, LLC – Los Angeles County Superior Court, Case No. BC691058; Henry v. Motion Entertainment Group, LLC – San Francisco County Superior Court, Case No. CGC18565643; Dandoy v. West Coast Convenience, LLC – Alameda County Superior Court, Case No. HG20051121; Lanuza v. AccentCare, Inc. – San Francisco County Superior Court, Case No. CGC-18-565521; Thomas v. Easy Driving School, LLC – San Diego County Superior Court, Case No. 37-2018-00047639-CU-OE-CTL; Erickson v. Erickson – Contra Costa County Superior Court, Case No. MSC18-00307; Martin v. Menzies Aviation (USA) Inc. – San Francisco County Superior Court, Case No. CGC-18-566072; Mortimer v. Healthsouth Bakersfield Rehabilitation Hospital, LLC – Kern County Superior Court, Case No. BCV-18-102761; Alcaraz v. Red Lion Hotels Corporation – San Francisco County Superior Court, Case No. CGC-18-570310; Calhoun v. Total Transportation and Distribution, Inc. – San Diego County Superior Court, Case No. 37-2018-00058681-CU-OE-CTL; Rataul v. Overton Security Services, Inc. – Alameda County Superior Court, Case No. RG18891882; Beltran v. Compass Bank – San Diego County Superior Court, Case No. 37-2019-00024475-CU-OE-CTL; Kirshner v. Touchstone Golf, LLC – San Diego County Superior Court, Case No. 37-2018-00028865-CU-OE-CTL; Pizarro v. The Home Depot, Inc. – U.S. District Court for the Northern District of Georgia-Atlanta Division; Hatanaka v. Restore Rehabilitation, LLC – San Diego County Superior Court, Case No. 37-2018-00034780-CU-OE-CTL; Faria v. Carriage Funeral Holdings, Inc. – Contra Costa County Superior Court, Case No. MSC18-00606; Ontiveros v. Baker Concrete Construction, Inc. – Santa Clara County Superior Court, Case No. 18CV328679; Morales v. Redlands Automotive Services, Inc. – San Bernardino County Superior Court, Case No. CIVDS1807525; Ramirez v. Carefusion Resources, LLC – U.S. District Court, Southern District of California; Amster v. Starbucks Corporation – San Bernardino Superior Court, Case No. CIVDS1922016; Kutzman v. Derrel’s Mini Storage, Inc. – U.S. District, Eastern District of California, Case No. 1:18-cv-00755-AWI-JLT; Marks v. Universal Propulsion Company, Inc. – Solano County Superior Court, Case No. FCS051608; Martinez v. Geil Enterprises, Inc. – Fresno County Superior Court, Case No. 17CECG01480; Teniente v. Cirrus Asset Management, Inc. – Los Angeles County Superior Court, Case No. 20STCV16302; Blackshear v. California Fine Wine & Spirits LLC – Sacramento County Superior Court, Case No. 34-2018-00245842; Warnick v. Golden Gate America West LLC – Los Angeles County Superior Court, Case No. BC714176; Bennett v. Dnata Aviation USA, Inc. – San Francisco County Superior Court, Case No. CGC-18-566911; George v. PF Stockton Fitness LLC – Sacramento County Superior Court, Case No. 34-2019-00261113-CU-OE-GDS; Oshana v. Farmers and Merchants Bank of Central California – Stanislaus County Superior Court, Case No. CV-19-003427; Vasquez v. Packaging Corporation of America, – U.S. District Court, California Central District, Case No. 2:19-cv-01935-PSG-PLA; Palomino v. Zara USA Inc. – Orange County Superior Court, Case No. 30-2018-00992682-CU-OE-CXC; Simmons v. Joe & The Juice LA, LLC – San Francisco County Superior Court; Pacia v. CIM Group, L.P. – Los Angeles County Superior Court, Case No. BC709666; Flores v. Plastic Express – Los Angeles County Superior Court, Case No. BC71971; Madera v. William Warren Properties, Inc. – Orange County Superior Court, Case No. 30-2019-01055704-CU-OE-CXC; Hernandez v. Quality Custom Distribution – Orange County Superior Court, Case No. 30-2018-01010611-CU-OE-CXC; Arango v. Schlumberger Technology Corporation – Orange County Superior Court, Case No. 30-2019-01056839-CU-OE-CXC; Dandoy v. West Coast Convenience, LLC – Alameda County Superior Court, Case No. HG20051121; Ramirez v. J E H Enterprises, Inc. – San Francisco County Superior Court, Case No. CGC-19-574691; Sullen v. First Service Residential California, LLC – San Francisco County Superior Court, Case No. CGC-19-575131; Valentino v. East Bay Tire Co. –

Solano County Superior Court, Case No. FCS053067; Murphy v. Rockler Retail Group, Inc. – Sacramento Superior Court, Case No. 34-2019-00251220; Shahbazian v. Onewest Bank – Los Angeles County Superior Court, Case No. 19STCV23722; Bruemmer v. Tempur Retail Stores LLC – Marin County Superior Court, Case No. CIV1803646; Antonios v. Interface Rehab, Inc. – Orange County Superior, Case No. 30-2019-01067547-CU-OE-CXC; Tavallodi v. DC Auto, Inc. – San Bernardino, Case No. CIVDS1833598; Miranda v. The Lloyd Pest Control Co. – San Diego County Superior Court, Case No. 37-2018-00052510-CU-OE-CTL; Soenardi v. Magnussen Imports, Inc. – Santa Clara County Superior Court, Case No. 18CV340003; Thai v. Team Industrial Services, Inc. – Los Angeles County Superior Court, Case No. 19STCV21953; Castillo v. A.J. Kirkwood & Associates, Inc. – Los Angeles County Superior Court, Case No. 19STCV04435; Moss v. Jabil Inc. – Alameda County Superior Court, Case No. HG20050536; Billosillo, Jr. v. Crown Energy Services, Inc. – San Diego County Superior Court, Case No. 37-2018-00058254-CU-OE-CTL; Tarkington v. Freetime, Inc. – San Diego County Superior Court, Case No. 37-2019-00011473-CU-OE-CTL; McIntyre v. J.J.R. Enterprises, Inc. – Sacramento County Superior Court, Case No. 34-2019-00251220; Bucur v. Pharmaca Integrative Pharmacy, Inc. – San Diego County Superior Court, Case No. 37-2019-00009409-CU-OE-CTL; Batin v. McGee Air Services, Inc. – Santa Clara County Superior Court, Case No. 19CV347733; Terry v. McGee Air Services, Inc. – King County Superior Court of Washington, Case No. 19-2-3321-5 KNT; Weiss v. Niznik Behavioral Health Resources, Inc. – San Diego County Superior Court, Case No. 37-2019-00039441-CU-OE-CTL; Cavada v. Inter-Continental Hotels Group, Inc. – U.S. District Court, Southern District of California, Case No. 3:19-cv-01675-GPC-AHG; Lesevic 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; Porras 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. 19STCV30808; 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 Court, 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. Cyttec Engineered Materials, Inc. – Orange County Superior Court, Case No. 30-2020-01164932-CU-OE-CXC

EXHIBIT 4

LAFFEY MATRIX

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			Years Out of Law School *				
Year	Adjustmt Factor**	Paralegal/ Law Clerk	1-3	4-7	8-10	11-19	20 +
6/01/24- 5/31/25	1.080182	\$258	\$473	\$581	\$839	\$948	\$1141
6/01/23- 5/31/24	1.059295	\$239	\$437	\$538	\$777	\$878	\$1057
6/01/22- 5/31/23	1.085091	\$225	\$413	\$508	\$733	\$829	\$997
6/01/21- 5/31/22	1.006053	\$208	\$381	\$468	\$676	\$764	\$919
6/01/20- 5/31/21	1.015894	\$206	\$378	\$465	\$672	\$759	\$914
6/01/19- 5/31/20	1.0049	\$203	\$372	\$458	\$661	\$747	\$899
6/01/18- 5/31/19	1.0350	\$202	\$371	\$455	\$658	\$742	\$894
6/01/17- 5/31/18	1.0463	\$196	\$359	\$440	\$636	\$717	\$864
6/01/16- 5/31/17	1.0369	\$187	\$343	\$421	\$608	\$685	\$826
6/01/15- 5/31/16	1.0089	\$180	\$331	\$406	\$586	\$661	\$796
6/01/14- 5/31/15	1.0235	\$179	\$328	\$402	\$581	\$655	\$789
6/01/13- 5/31/14	1.0244	\$175	\$320	\$393	\$567	\$640	\$771
6/01/12- 5/31/13	1.0258	\$170	\$312	\$383	\$554	\$625	\$753
6/01/11- 5/31/12	1.0352	\$166	\$305	\$374	\$540	\$609	\$734
6/01/10- 5/31/11	1.0337	\$161	\$294	\$361	\$522	\$589	\$709
6/01/09- 5/31/10	1.0220	\$155	\$285	\$349	\$505	\$569	\$686
6/01/08- 5/31/09	1.0399	\$152	\$279	\$342	\$494	\$557	\$671
6/01/07-5/31/08	1.0516	\$146	\$268	\$329	\$475	\$536	\$645
6/01/06-5/31/07	1.0256	\$139	\$255	\$313	\$452	\$509	\$614
6/1/05-5/31/06	1.0427	\$136	\$249	\$305	\$441	\$497	\$598
6/1/04-5/31/05	1.0455	\$130	\$239	\$293	\$423	\$476	\$574
6/1/03-6/1/04	1.0507	\$124	\$228	\$280	\$405	\$456	\$549
6/1/02-5/31/03	1.0727	\$118	\$217	\$267	\$385	\$434	\$522
6/1/01-5/31/02	1.0407	\$110	\$203	\$249	\$359	\$404	\$487
6/1/00-5/31/01	1.0529	\$106	\$195	\$239	\$345	\$388	\$468
6/1/99-5/31/00	1.0491	\$101	\$185	\$227	\$328	\$369	\$444
6/1/98-5/31/99	1.0439	\$96	\$176	\$216	\$312	\$352	\$424
6/1/97-5/31/98	1.0419	\$92	\$169	\$207	\$299	\$337	\$406
6/1/96-5/31/97	1.0396	\$88	\$162	\$198	\$287	\$323	\$389

6/1/95-5/31/96	1.032	\$85	\$155	\$191	\$276	\$311	\$375
6/1/94-5/31/95	1.0237	\$82	\$151	\$185	\$267	\$301	\$363

The methodology of calculation and benchmarking for this Updated Laffey Matrix has been approved in a number of cases. See, e.g., *DL v. District of Columbia*, 267 F.Supp.3d 55, 69 (D.D.C. 2017)

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

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

EXHIBIT 5

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1004

April 12, 2023

CA2943

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

Labor and Workforce Development Agency
Online Filing

Oracle America, Inc.
Certified Mail #70223330000181864552
CSC - Lawyers Incorporating Service
BECKY DEGEORGE
2710 GATEWAY OAKS DRIVE, Suite 150N
SACRAMENTO, CA 95833

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, 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 Oracle America, Inc. in California, including any employees staffed with Oracle America, Inc. by a third party, and classified as non-exempt employees during the time period of April 12, 2022 until a date as determined by the Court. Our offices represent Plaintiff Daniel Kelley (“Plaintiff”) and other Aggrieved Employees in a lawsuit against Oracle America, Inc. (“Defendant”). Plaintiff was employed by Defendant in California from August of 2021 March 3, 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 Plaintiff, 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, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 1 1070(14) (Failure to Provide Seating), Violation of the applicable Industrial Welfare Commission Wage Order(s), and is therefore actionable under California Labor Code section 2699.3.

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

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

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

Respectfully,

/s/ Nicholas J. De Blouw

Nicholas J. De Blouw, Esq.

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6
7 Attorneys for Plaintiff

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

9 **IN AND FOR THE COUNTY OF SAN MATEO**

10 DANIEL KELLEY, an individual, on behalf of
11 himself and on behalf of all persons similarly
situated,

12
13 Plaintiff,

14 vs.

15 ORACLE AMERICA, INC., a Corporation; and
16 DOES 1 through 50, inclusive,

17
18 Defendants.

Case No. _____

CLASS ACTION COMPLAINT FOR:

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

DEMAND FOR A JURY TRIAL

1 Daniel Kelley (“PLAINTIFF”), an individual, on behalf of himself and all other similarly
2 situated current and former employees alleges on information and belief, except for his own acts
3 and knowledge which are based on personal knowledge, the following.

4
5 **THE PARTIES**

6 1. Oracle America, Inc. (“DEFENDANT”) is a Corporation that at all relevant times
7 mentioned herein conducted and continues to conduct substantial business in California.

8 2. DEFENDANT designs, manufactures, and markets network computing
9 infrastructure solutions. DEFENDANT offers data storage products, cloud platform, databases,
10 microprocessors, software desktop systems, developer software, infrastructure management
11 software, and other related products and solutions.

12 3. PLAINTIFF was employed by DEFENDANT in California from August of 2021
13 to March 3, 2023. PLAINTIFF was at all times classified by DEFENDANT as a non-exempt
14 employee, paid on an hourly basis, and entitled to the legally required meal and rest periods and
15 payment of minimum and overtime wages due for all time worked.

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

23 5. PLAINTIFF brings this Class Action on behalf of himself and a
24 CALIFORNIA CLASS in order to fully compensate the CALIFORNIA CLASS for their
25 losses incurred during the CALIFORNIA CLASS PERIOD caused by DEFENDANT’s
26 policy and practice which failed to lawfully compensate these employees. DEFENDANT’s
27 policy and practice alleged herein was an unlawful, unfair and deceptive business practice
28 whereby DEFENDANT retained and continues to retain wages due PLAINTIFF and the

other members of the CALIFORNIA CLASS. PLAINTIFF and the other members of the CALIFORNIA CLASS seek an injunction enjoining such conduct by DEFENDANT in the future, relief for the named PLAINTIFF and the other members of the CALIFORNIA CLASS who have been economically injured by DEFENDANT's past and current unlawful conduct, and all other appropriate legal and equitable relief.

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

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

THE CONDUCT

8. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANT was required to pay PLAINTIFF and CALIFORNIA CLASS Members for all their time worked, meaning the time during which an employee is subject to the control of an employer, including all the time the employee is suffered or permitted to work.

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

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

25 10. The second component of PLAINTIFF's and other CALIFORNIA CLASS
26 Members' compensation is DEFENDANT's non-discretionary incentive program that paid
27 PLAINTIFF and other CALIFORNIA CLASS Members incentive wages based on their
28 performance for DEFENDANT. The non-discretionary incentive program provided all

1 employees paid on an hourly basis with incentive compensation when the employees met the
2 various performance goals set by DEFENDANT. However, when calculating the regular
3 rate of pay in order to pay overtime and meal and rest break premiums to PLAINTIFF and
4 other CALIFORNIA CLASS Members, DEFENDANT failed to include the incentive
5 compensation as part of the employees' "regular rate of pay" for purposes of calculating
6 overtime pay and meal and rest break premium pay. Management and supervisors described
7 the incentive program to potential and new employees as part of the compensation package.
8 As a matter of law, the incentive compensation received by PLAINTIFF and other
9 CALIFORNIA CLASS Members must be included in the "regular rate of pay." The failure
10 to do so has resulted in a underpayment of overtime compensation and meal and rest break
11 premiums to PLAINTIFF and other CALIFORNIA CLASS Members by DEFENDANT.

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

25 12. During the CALIFORNIA CLASS PERIOD, PLAINTIFF and other
26 CALIFORNIA CLASS Members were also required from time to time to work in excess of
27 four (4) hours without being provided ten (10) minute rest periods. Further, these employees
28 were denied their first rest periods of at least ten (10) minutes for some shifts worked of at

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

18 13. During the CALIFORNIA CLASS PERIOD, DEFENDANT failed to
19 accurately record and pay PLAINTIFF and other CALIFORNIA CLASS Members for the
20 actual amount of time these employees worked. Pursuant to the Industrial Welfare
21 Commission Wage Orders, DEFENDANT was required to pay PLAINTIFF and other
22 CALIFORNIA CLASS Members for all time worked, meaning the time during which an
23 employee was subject to the control of an employer, including all the time the employee was
24 permitted or suffered to permit this work. DEFENDANT required these employees to work
25 off the clock without paying them for all the time they were under DEFENDANT's control.
26 As such, DEFENDANT knew or should have known that PLAINTIFF and the other
27 members of the CALIFORNIA CLASS were under compensated for all time worked. As a
28 result, PLAINTIFF and other CALIFORNIA CLASS Members forfeited time worked by

1 working without their time being accurately recorded and without compensation at the
2 applicable minimum wage and overtime wage rates. To the extent that the time worked off
3 the clock does not qualify for overtime premium payment, DEFENDANT fails to pay
4 minimum wages for the time worked off-the-clock in violation of Cal. Lab. Code §§ 1194,
5 1197, and 1197.1.

6 14. From time to time, DEFENDANT also failed to provide PLAINTIFF and the
7 other members of the CALIFORNIA CLASS with complete and accurate wage statements
8 which failed to show, among other things, the correct gross and net wages earned. Cal. Lab.
9 Code § 226 provides that every employer shall furnish each of his or her employees with an
10 accurate itemized wage statement in writing showing, among other things, gross wages
11 earned and all applicable hourly rates in effect during the pay period and the corresponding
12 amount of time worked at each hourly rate. PLAINTIFF and CALIFORNIA CLASS
13 Members were paid on an hourly basis. As such, the wage statements should reflect all
14 applicable hourly rates during the pay period and the total hours worked, and the applicable
15 pay period in which the wages were earned pursuant to California Labor Code Section
16 226(a). The wage statements DEFENDANT provided to PLAINTIFF and other
17 CALIFORNIA CLASS Members failed to identify such information. More specifically, the
18 wage statements failed to identify the accurate total hours worked each pay period. When
19 the hours shown on the wage statements were added up, they did not equal the actual total
20 hours worked during the pay period in violation of Cal. Lab. Code 226(a)(2). Aside, from
21 the violations listed above in this paragraph, DEFENDANT failed to issue to PLAINTIFF
22 an itemized wage statement that lists all the requirements under California Labor Code 226
23 *et seq.* As a result, DEFENDANT from time to time provided PLAINTIFF and the other
24 members of the CALIFORNIA CLASS with wage statements which violated Cal. Lab. Code
25 § 226.

26 15. Cal. Lab. Code § 204(d) provides, the requirements of this section shall be
27 deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if
28

1 the wages are paid not more than seven (7) calendar days following the close of the payroll
2 period. Cal. Lab. Code § 210 provides:

3 in [I]n addition to, and entirely independent and apart from, any other penalty provided
4 this article, every person who fails to pay the wages of each employee as provided in
5 Sections. . . 204. . . shall be subject to a civil penalty as follows: (1) For any initial
6 violation, one hundred dollars (\$100) for each failure to pay each employee; (2) For
each subsequent violation, or any willful or intentional violation, two hundred dollars
(\$200) for each failure to pay each employee, plus 25 percent of the amount
unlawfully withheld.

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

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

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

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

27 20. As a pattern and practice, DEFENDANT regularly failed to pay PLAINTIFF
28 and other members of the CALIFORNIA CLASS their correct wages and accordingly owe

1 waiting time penalties pursuant to Cal. Lab. Code Section 203. Further, PLAINTIFF is
2 informed and believes and based thereon alleges that such failure to pay sick pay at regular
3 rate was willful, such that PLAINTIFF and members of the CALIFORNIA CLASS whose
4 employment has separated are entitled to waiting time penalties pursuant to Cal. Lab. Code
5 Sections 201-203.

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

16 22. In violation of the applicable sections of the California Labor Code and the
17 requirements of the applicable Industrial Welfare Commission ("IWC") Wage Order,
18 DEFENDANT as a matter of company policy, practice and procedure, intentionally,
19 knowingly and systematically failed to provide PLAINTIFF and the other Aggrieved
20 Employees suitable seating when the nature of these employees' work reasonably permitted
21 sitting.

22 23. DEFENDANT knew or should have known that PLAINTIFF and other
23 Aggrieved Employees were entitled to suitable seating and/or were entitled to sit when it did
24 not interfere with the performance of their duties, and that DEFENDANT did not provide
25 suitable seating and/or did not allow them to sit when it did not interfere with the
26 performance of their duties.

27 24. By reason of this conduct applicable to PLAINTIFF and all Aggrieved
28 Employees, DEFENDANT violated California Labor Code Section 1198 and California

1 Code of Regulations, Title 8, Section 11070(14) (Failure to Provide Seating), Wage Order
2 4-2001, Section 14 by failing to provide suitable seats. PLAINTIFF seeks penalties on
3 behalf of PLAINTIFF and other Aggrieved Employees as provided herein. Providing
4 suitable seating is the DEFENDANT's burden. As a result of DEFENDANT's intentional
5 disregard of the obligation to meet this burden, DEFENDANT violated the California Labor
6 Code and regulations promulgated thereunder as herein alleged.

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

18 **JURISDICTION AND VENUE**

19 26. This Court has jurisdiction over this Action pursuant to California Code of
20 Civil Procedure, Section 410.10 and California Business & Professions Code, Section
21 17203. This action is brought as a Class Action on behalf of PLAINTIFF and similarly
22 situated employees of DEFENDANT pursuant to Cal. Code of Civ. Proc. § 382.

23 27. Venue is proper in this Court pursuant to California Code of Civil Procedure,
24 Sections 395 and 395.5, because PLAINTIFF worked in this County for DEFENDANT and
25 DEFENDANT (i) currently maintains and at all relevant times maintained offices and
26 facilities in this County and/or conducts substantial business in this County, and (ii)
27
28

1 committed the wrongful conduct herein alleged in this County against members of the
2 CALIFORNIA CLASS.

3
4 **THE CALIFORNIA CLASS**

5 28. PLAINTIFF brings the First Cause of Action for Unfair, Unlawful and
6 Deceptive Business Practices pursuant to Cal. Bus. & Prof. Code §§ 17200, *et seq.* (the
7 "UCL") as a Class Action, pursuant to Cal. Code of Civ. Proc. § 382, on behalf of a
8 California class, defined as all individuals who are or previously were employed by
9 DEFENDANT in California, including any employees staffed with DEFENDANT by a third
10 party, and classified as non-exempt employees (the "CALIFORNIA CLASS") at any time
11 during the period beginning four (4) years prior to the filing of this Complaint and ending on
12 the date as determined by the Court (the "CALIFORNIA CLASS PERIOD"). The amount
13 in controversy for the aggregate claim of CALIFORNIA CLASS Members is under five
14 million dollars (\$5,000,000.00).

15 29. To the extent equitable tolling operates to toll claims by the CALIFORNIA
16 CLASS against DEFENDANT, the CALIFORNIA CLASS PERIOD should be adjusted
17 accordingly.

18 30. DEFENDANT, as a matter of company policy, practice and procedure, and in
19 violation of the applicable Labor Code, Industrial Welfare Commission ("IWC") Wage
20 Order requirements, and the applicable provisions of California law, intentionally,
21 knowingly, and wilfully, engaged in a practice whereby DEFENDANT failed to record all
22 meal and rest breaks missed by PLAINTIFF and other CALIFORNIA CLASS Members,
23 even though DEFENDANT enjoyed the benefit of this work, required employees to perform
24 this work and permits or suffers to permit this work.

25 31. DEFENDANT has the legal burden to establish that each and every
26 CALIFORNIA CLASS Member was paid accurately for all meal and rest breaks missed as
27 required by California laws. The DEFENDANT, however, as a matter of policy and
28 procedure failed to have in place during the CALIFORNIA CLASS PERIOD and still fails

1 to have in place a policy or practice to ensure that each and every CALIFORNIA CLASS
2 Member is paid as required by law. This common business practice is applicable to each
3 and every CALIFORNIA CLASS Member can be adjudicated on a class-wide basis as
4 unlawful, unfair, and/or deceptive under Cal. Business & Professions Code §§ 17200, *et seq.*
5 (the “UCL”) as causation, damages, and reliance are not elements of this claim.

6 32. The CALIFORNIA CLASS, is so numerous that joinder of all CALIFORNIA
7 CLASS Members is impracticable.

8 33. DEFENDANT violated the rights of the CALIFORNIA CLASS under
9 California law by:

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

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

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

1 (c) The claims of the representative PLAINTIFF are typical of the claims
2 of each member of the CALIFORNIA CLASS. PLAINTIFF, like all
3 the other members of the CALIFORNIA CLASS, was classified as a
4 non-exempt employee paid on an hourly basis who was subjected to the
5 DEFENDANT's deceptive practice and policy which failed to provide
6 the legally required meal and rest periods to the CALIFORNIA CLASS
7 and thereby underpaid compensation to PLAINTIFF and
8 CALIFORNIA CLASS. PLAINTIFF sustained economic injury as a
9 result of DEFENDANT's employment practices. PLAINTIFF and the
10 members of the CALIFORNIA CLASS were and are similarly or
11 identically harmed by the same unlawful, deceptive and unfair
12 misconduct engaged in by DEFENDANT; and,

13 (d) The representative PLAINTIFF will fairly and adequately represent and
14 protect the interest of the CALIFORNIA CLASS, and has retained
15 counsel who are competent and experienced in Class Action litigation.
16 There are no material conflicts between the claims of the representative
17 PLAINTIFF and the members of the CALIFORNIA CLASS that would
18 make class certification inappropriate. Counsel for the CALIFORNIA
19 CLASS will vigorously assert the claims of all CALIFORNIA CLASS
20 Members.

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

23 (a) Without class certification and determination of declaratory, injunctive,
24 statutory and other legal questions within the class format, prosecution
25 of separate actions by individual members of the CALIFORNIA
26 CLASS will create the risk of:

27 1) Inconsistent or varying adjudications with respect to individual
28 members of the CALIFORNIA CLASS which would establish

1 incompatible standards of conduct for the parties opposing the
2 CALIFORNIA CLASS; and/or,

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

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

13 1) With respect to the First Cause of Action, the final relief on
14 behalf of the CALIFORNIA CLASS sought does not relate
15 exclusively to restitution because through this claim
16 PLAINTIFF seeks declaratory relief holding that the
17 DEFENDANT's policy and practices constitute unfair
18 competition, along with declaratory relief, injunctive relief, and
19 incidental equitable relief as may be necessary to prevent and
20 remedy the conduct declared to constitute unfair competition;

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

27 1) The interests of the members of the CALIFORNIA CLASS in
28 individually controlling the prosecution or defense of separate

1 actions in that the substantial expense of individual actions will
2 be avoided to recover the relatively small amount of economic
3 losses sustained by the individual CALIFORNIA CLASS
4 Members when compared to the substantial expense and burden
5 of individual prosecution of this litigation;

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

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

12 B. Adjudications with respect to individual members of the
13 CALIFORNIA CLASS would as a practical matter be
14 dispositive of the interests of the other members not
15 parties to the adjudication or substantially impair or
16 impede their ability to protect their interests;

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

24 4) A class action is superior to other available methods for the fair
25 and efficient adjudication of this litigation because class
26 treatment will obviate the need for unduly and unnecessary
27 duplicative litigation that is likely to result in the absence of
28

certification of this action pursuant to Cal. Code of Civ. Proc. § 382.

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

- (a) The questions of law and fact common to the CALIFORNIA CLASS predominate over any question affecting only individual CALIFORNIA CLASS Members because the DEFENDANT's employment practices are applied with respect to the CALIFORNIA CLASS;
- (b) A Class Action is superior to any other available method for the fair and efficient adjudication of the claims of the members of the CALIFORNIA CLASS because in the context of employment litigation a substantial number of individual CALIFORNIA CLASS Members will avoid asserting their rights individually out of fear of retaliation or adverse impact on their employment;
- (c) The members of the CALIFORNIA CLASS are so numerous that it is impractical to bring all members of the CALIFORNIA CLASS before the Court;
- (d) PLAINTIFF, and the other CALIFORNIA CLASS Members, will not be able to obtain effective and economic legal redress unless the action is maintained as a Class Action;
- (e) There is a community of interest in obtaining appropriate legal and equitable relief for the acts of unfair competition, statutory violations and other improprieties, and in obtaining adequate compensation for the damages and injuries which DEFENDANT's actions have inflicted upon the CALIFORNIA CLASS;
- (f) There is a community of interest in ensuring that the combined assets of DEFENDANT are sufficient to adequately compensate the members of the CALIFORNIA CLASS for the injuries sustained;

- 1 (g) DEFENDANT has acted or refused to act on grounds generally
2 applicable to the CALIFORNIA CLASS, thereby making final class-
3 wide relief appropriate with respect to the CALIFORNIA CLASS as a
4 whole;
- 5 (h) The members of the CALIFORNIA CLASS are readily ascertainable
6 from the business records of DEFENDANT; and,
- 7 (i) Class treatment provides manageable judicial treatment calculated to
8 bring a efficient and rapid conclusion to all litigation of all wage and
9 hour related claims arising out of the conduct of DEFENDANT as to
10 the members of the CALIFORNIA CLASS.

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

16
17 **THE CALIFORNIA LABOR SUB-CLASS**

18 38. PLAINTIFF further brings the Second, Third, Fourth, Fifth, Sixth, Seventh
19 and Eighth causes Action on behalf of a California sub-class, defined as all members of the
20 CALIFORNIA CLASS who are or previously were employed by DEFENDANT in
21 California, including any employees staffed with DEFENDANT by a third party, and
22 classified as non exempt employees (the "CALIFORNIA LABOR SUB-CLASS") at any
23 time during the period three (3) years prior to the filing of the complaint and ending on the
24 date as determined by the Court (the "CALIFORNIA LABOR SUB-CLASS PERIOD")
25 pursuant to Cal. Code of Civ. Proc. § 382. The amount in controversy for the aggregate
26 claim of CALIFORNIA LABOR SUB-CLASS Members is under five million dollars
27 (\$5,000,000.00).

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

13 40. DEFENDANT maintains records from which the Court can ascertain and
14 identify by name and job title, each of DEFENDANT’s employees who have been
15 intentionally subjected to DEFENDANT’s company policy, practices and procedures as
16 herein alleged. PLAINTIFF will seek leave to amend the complaint to include any
17 additional job titles of similarly situated employees when they have been identified.

18 41. The CALIFORNIA LABOR SUB-CLASS is so numerous that joinder of all
19 CALIFORNIA LABOR SUB-CLASS Members is impracticable.

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

- 22 (a) Whether DEFENDANT unlawfully failed to correctly calculate and pay
23 compensation due to members of the CALIFORNIA LABOR SUB-
24 CLASS for missed meal and rest breaks in violation of the California
25 Labor Code and California regulations and the applicable California
26 Wage Order;

- 1 (b) Whether DEFENDANT failed to provide the PLAINTIFF and the other
2 members of the CALIFORNIA LABOR SUB-CLASS with accurate
3 itemized wage statements;
- 4 (c) Whether DEFENDANT has engaged in unfair competition by the
5 above-listed conduct;
- 6 (d) The proper measure of damages and penalties owed to the members of
7 the CALIFORNIA LABOR SUB-CLASS; and,
- 8 (e) Whether DEFENDANT's conduct was willful.

9 43. DEFENDANT violated the rights of the CALIFORNIA LABOR SUB-
10 CLASS under California law by:

- 11 (a) Violating Cal. Lab. Code § 510, by failing to correctly pay the
12 PLAINTIFF and the members of the CALIFORNIA LABOR SUB-
13 CLASS all wages due for overtime worked, for which DEFENDANT is
14 liable pursuant to Cal. Lab. Code § 1194;
- 15 (b) Violating Cal. Lab. Code §§ 1194, 1197 & 1197.1 *et seq.*, by failing to
16 accurately pay PLAINTIFF and the members of the CALIFORNIA
17 LABOR SUB-CLASS the correct minimum wage pay for which
18 DEFENDANT is liable pursuant to Cal. Lab. Code §§ 1194 and 1197;
- 19 (c) Violating Cal. Lab. Code § 226, by failing to provide PLAINTIFF and
20 the members of the CALIFORNIA LABOR SUB-CLASS with an
21 accurate itemized statement in writing showing the corresponding
22 correct amount of wages earned by the employee;
- 23 (d) Violating Cal. Lab. Code §§ 226.7 and 512, by failing to provide
24 PLAINTIFF and the other members of the CALIFORNIA LABOR
25 SUB-CLASS with all legally required off-duty, uninterrupted thirty
26 (30) minute meal breaks and the legally required off-duty rest breaks;
- 27 (e) Violating Cal. Lab. Code §§ 201, 202 and/or 203, which provides that
28 when an employee is discharged or quits from employment, the

1 employer must pay the employee all wages due without abatement, by
2 failing to tender full payment and/or restitution of wages owed or in the
3 manner required by California law to the members of the
4 CALIFORNIA LABOR SUB-CLASS who have terminated their
5 employment.

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

- 8 (a) The persons who comprise the CALIFORNIA LABOR SUB-CLASS
9 are so numerous that the joinder of all CALIFORNIA LABOR SUB-
10 CLASS Members is impracticable and the disposition of their claims as
11 a class will benefit the parties and the Court;
- 12 (b) Nearly all factual, legal, statutory, declaratory and injunctive relief
13 issues that are raised in this Complaint are common to the
14 CALIFORNIA LABOR SUB-CLASS and will apply to every member
15 of the CALIFORNIA LABOR SUB-CLASS;
- 16 (c) The claims of the representative PLAINTIFF are typical of the claims
17 of each member of the CALIFORNIA LABOR SUB-CLASS.
18 PLAINTIFF, like all the other members of the CALIFORNIA LABOR
19 SUB-CLASS, was a non-exempt employee paid on an hourly basis who
20 was subjected to the DEFENDANT's practice and policy which failed
21 to pay the correct amount of wages due to the CALIFORNIA LABOR
22 SUB-CLASS. PLAINTIFF sustained economic injury as a result of
23 DEFENDANT's employment practices. PLAINTIFF and the members
24 of the CALIFORNIA LABOR SUB-CLASS were and are similarly or
25 identically harmed by the same unlawful, deceptive, and unfair
26 misconduct engaged in by DEFENDANT; and,
- 27 (d) The representative PLAINTIFF will fairly and adequately represent and
28 protect the interest of the CALIFORNIA LABOR SUB-CLASS, and

1 has retained counsel who are competent and experienced in Class
2 Action litigation. There are no material conflicts between the claims of
3 the representative PLAINTIFF and the members of the CALIFORNIA
4 LABOR SUB-CLASS that would make class certification
5 inappropriate. Counsel for the CALIFORNIA LABOR SUB-CLASS
6 will vigorously assert the claims of all CALIFORNIA LABOR SUB-
7 CLASS Members.

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

10 (a) Without class certification and determination of declaratory, injunctive,
11 statutory and other legal questions within the class format, prosecution
12 of separate actions by individual members of the CALIFORNIA
13 LABOR SUB-CLASS will create the risk of:

- 14 1) Inconsistent or varying adjudications with respect to individual
15 members of the CALIFORNIA LABOR SUB-CLASS which
16 would establish incompatible standards of conduct for the
17 parties opposing the CALIFORNIA LABOR SUB-CLASS; or,
18 2) Adjudication with respect to individual members of the
19 CALIFORNIA LABOR SUB-CLASS which would as a
20 practical matter be dispositive of interests of the other members
21 not party to the adjudication or substantially impair or impede
22 their ability to protect their interests.

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

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

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

- 1 3) In the context of wage litigation because a substantial number of
2 individual CALIFORNIA LABOR SUB-CLASS Members will
3 avoid asserting their legal rights out of fear of retaliation by
4 DEFENDANT, which may adversely affect an individual's job
5 with DEFENDANT or with a subsequent employer, the Class
6 Action is the only means to assert their claims through a
7 representative; and,
8 4) A class action is superior to other available methods for the fair
9 and efficient adjudication of this litigation because class
10 treatment will obviate the need for unduly and unnecessary
11 duplicative litigation that is likely to result in the absence of
12 certification of this action pursuant to Cal. Code of Civ. Proc. §
13 382.

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

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

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

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1 **FIRST CAUSE OF ACTION**

2 **For Unlawful Business Practices**

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

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

5 47. PLAINTIFF, and the other members of the CALIFORNIA CLASS, reallege
6 and incorporate by this reference, as though fully set forth herein, the prior paragraphs of
7 this Complaint.

8 48. DEFENDANT is a “person” as that term is defined under Cal. Bus. and Prof.
9 Code § 17021.

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

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

18 Cal. Bus. & Prof. Code § 17203.

19 50. By the conduct alleged herein, DEFENDANT has engaged and continues to
20 engage in a business practice which violates California law, including but not limited to, the
21 applicable Industrial Wage Order(s), the California Code of Regulations and the California
22 Labor Code including Sections 204, 210, 221, 226.7, 246, 510, 512, 1194, 1197, 1197.1,
23 1198, and the Fair Labor Standards Act and federal regulations promulgated thereunder, for
24 which this Court should issue declaratory and other equitable relief pursuant to Cal. Bus. &
25 Prof. Code § 17203 as may be necessary to prevent and remedy the conduct held to
26 constitute unfair competition, including restitution of wages wrongfully withheld.
27
28

1 51. By the conduct alleged herein, DEFENDANT's practices were unlawful and
2 unfair in that these practices violate public policy, were immoral, unethical, oppressive,
3 unscrupulous or substantially injurious to employees, and were without valid justification or
4 utility for which this Court should issue equitable and injunctive relief pursuant to Section
5 17203 of the California Business & Professions Code, including restitution of wages
6 wrongfully withheld.

7 52. By the conduct alleged herein, DEFENDANT's practices were deceptive and
8 fraudulent in that DEFENDANT's policy and practice failed to provide the legally mandated
9 meal and rest periods, the required amount of compensation for missed meal and rest
10 periods and overtime and minimum wages owed, failed to timely pay wages, and failed to
11 provide Fair Labor Standards Act overtime wages due for overtime worked as a result of
12 failing to include non-discretionary incentive compensation into their regular rates of pay for
13 purposes of computing the proper overtime pay due to a business practice that cannot be
14 justified, pursuant to the applicable Cal. Lab. Code, and Industrial Welfare Commission
15 requirements in violation of Cal. Bus. Code §§ 17200, *et seq.*, and for which this Court
16 should issue injunctive and equitable relief, pursuant to Cal. Bus. & Prof. Code § 17203,
17 including restitution of wages wrongfully withheld.

18 53. By the conduct alleged herein, DEFENDANT's practices were also unlawful,
19 unfair and deceptive in that DEFENDANT's employment practices caused PLAINTIFF and
20 the other members of the CALIFORNIA CLASS to be underpaid during their employment
21 with DEFENDANT.

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

26 55. Therefore, PLAINTIFF demands on behalf of himself and on behalf of each
27 CALIFORNIA CLASS Member, one (1) hour of pay for each workday in which an off-duty
28 meal period was not timely provided for each five (5) hours of work, and/or one (1) hour of

1 pay for each workday in which a second off-duty meal period was not timely provided for
2 each ten (10) hours of work.

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

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

12 58. All the acts described herein as violations of, among other things, the
13 Industrial Welfare Commission Wage Orders, the California Code of Regulations, and the
14 California Labor Code, were unlawful and in violation of public policy, were immoral,
15 unethical, oppressive and unscrupulous, were deceptive, and thereby constitute unlawful,
16 unfair and deceptive business practices in violation of Cal. Bus. & Prof. Code §§ 17200, *et*
17 *seq.*

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

23 60. PLAINTIFF and the other members of the CALIFORNIA CLASS are further
24 entitled to, and do, seek a declaration that the described business practices are unlawful,
25 unfair and deceptive, and that injunctive relief should be issued restraining DEFENDANT
26 from engaging in any unlawful and unfair business practices in the future.

27 61. PLAINTIFF and the other members of the CALIFORNIA CLASS have no
28 plain, speedy and/or adequate remedy at law that will end the unlawful and unfair business

1 practices of DEFENDANT. Further, the practices herein alleged presently continue to occur
2 unabated. As a result of the unlawful and unfair business practices described herein,
3 PLAINTIFF and the other members of the CALIFORNIA CLASS have suffered and will
4 continue to suffer irreparable legal and economic harm unless DEFENDANT is restrained
5 from continuing to engage in these unlawful and unfair business practices.

6
7 **SECOND CAUSE OF ACTION**

8 **For Failure To Pay Minimum Wages**

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

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

11 **and Against All Defendants)**

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

15 63. PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-
16 CLASS bring a claim for DEFENDANT's willful and intentional violations of the
17 California Labor Code and the Industrial Welfare Commission requirements for
18 DEFENDANT's failure to accurately calculate and pay minimum wages to PLAINTIFF and
19 CALIFORNIA CLASS Members.

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

22 65. Cal. Lab. Code § 1197 provides the minimum wage for employees fixed by
23 the commission is the minimum wage to be paid to employees, and the payment of a less
24 wage than the minimum so fixed is unlawful.

25 66. Cal. Lab. Code § 1194 establishes an employee's right to recover unpaid
26 wages, including minimum wage compensation and interest thereon, together with the costs
27 of suit.

1 67. DEFENDANT maintained a wage practice of paying PLAINTIFF and the
2 other members of the CALIFORNIA LABOR SUB-CLASS without regard to the correct
3 amount of time they work. As set forth herein, DEFENDANT's policy and practice was to
4 unlawfully and intentionally deny timely payment of wages due to PLAINTIFF and the
5 other members of the CALIFORNIA LABOR SUB-CLASS.

6 68. DEFENDANT's unlawful wage and hour practices manifested, without
7 limitation, applicable to the CALIFORNIA LABOR SUB-CLASS as a whole, as a result of
8 implementing a policy and practice that denies accurate compensation to PLAINTIFF and
9 the other members of the CALIFORNIA LABOR SUB-CLASS in regards to minimum
10 wage pay.

11 69. In committing these violations of the California Labor Code, DEFENDANT
12 inaccurately calculated the correct time worked and consequently underpaid the actual time
13 worked by PLAINTIFF and other members of the CALIFORNIA LABOR SUB-CLASS.
14 DEFENDANT acted in an illegal attempt to avoid the payment of all earned wages, and
15 other benefits in violation of the California Labor Code, the Industrial Welfare Commission
16 requirements and other applicable laws and regulations.

17 70. As a direct result of DEFENDANT's unlawful wage practices as alleged
18 herein, PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS did
19 not receive the correct minimum wage compensation for their time worked for
20 DEFENDANT.

21 71. During the CALIFORNIA LABOR SUB-CLASS PERIOD, DEFENDANT
22 required, permitted or suffered PLAINTIFF and CALIFORNIA LABOR SUB-CLASS
23 Members to work without paying them for all the time they were under DEFENDANT's
24 control. During the CALIFORNIA LABOR SUB-CLASS PERIOD, PLAINTIFF and the
25 other members of the CALIFORNIA LABOR SUB-CLASS were paid less for time worked
26 that they were entitled to, constituting a failure to pay all earned wages.

27 72. By virtue of DEFENDANT's unlawful failure to accurately pay all earned
28 compensation to PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-

1 CLASS for the true time they worked, PLAINTIFF and the other members of the
2 CALIFORNIA LABOR SUB-CLASS have suffered and will continue to suffer an
3 economic injury in amounts which are presently unknown to them and which will be
4 ascertained according to proof at trial.

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

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

20 75. PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-
21 CLASS therefore request recovery of all unpaid wages, according to proof, interest,
22 statutory costs, as well as the assessment of any statutory penalties against DEFENDANT,
23 in a sum as provided by the California Labor Code and/or other applicable statutes. To the
24 extent minimum wage compensation is determined to be owed to the CALIFORNIA
25 LABOR SUB-CLASS Members who have terminated their employment, DEFENDANT's
26 conduct also violates Labor Code §§ 201 and/or 202, and therefore these individuals are also
27 be entitled to waiting time penalties under Cal. Lab. Code § 203, which penalties are sought
28 herein on behalf of these CALIFORNIA LABOR SUB-CLASS Members. DEFENDANT's

1 conduct as alleged herein was willful, intentional and not in good faith. Further,
2 PLAINTIFF and other CALIFORNIA LABOR SUB-CLASS Members are entitled to seek
3 and recover statutory costs.

4
5 **THIRD CAUSE OF ACTION**

6 **For Failure To Pay Overtime Compensation**

7 **[Cal. Lab. Code § 510]**

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

10 76. PLAINTIFF, and the other members of the CALIFORNIA LABOR SUB-
11 CLASS, reallege and incorporate by this reference, as though full set forth herein, the prior
12 paragraphs of this Complaint.

13 77. PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-
14 CLASS bring a claim for DEFENDANT's willful and intentional violations of the
15 California Labor Code and the Industrial Welfare Commission requirements for
16 DEFENDANT's failure to pay these employees for all overtime worked, including, work
17 performed in excess of eight (8) hours in a workday, and/or twelve (12) hours in a workday,
18 and/or forty (40) hours in any workweek.

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

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

25 80. Cal. Lab. Code § 1194 establishes an employee's right to recover unpaid
26 wages, including minimum wage and overtime compensation and interest thereon, together
27 with the costs of suit. Cal. Lab. Code § 1198 further states that the employment of an
28

1 employee for longer hours than those fixed by the Industrial Welfare Commission is
2 unlawful.

3 81. During the CALIFORNIA LABOR SUB-CLASS PERIOD, PLAINTIFF and
4 CALIFORNIA LABOR SUB-CLASS Members were required, permitted or suffered by
5 DEFENDANT to work for DEFENDANT and were not paid for all the time they worked,
6 including overtime work.

7 82. DEFENDANT's unlawful wage and hour practices manifested, without
8 limitation, applicable to the CALIFORNIA LABOR SUB-CLASS as a whole, as a result of
9 implementing a policy and practice that failed to accurately record overtime worked by
10 PLAINTIFF and other CALIFORNIA LABOR SUB-CLASS Members and denied accurate
11 compensation to PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-
12 CLASS for overtime worked, including, the overtime work performed in excess of eight (8)
13 hours in a workday, and/or twelve (12) hours in a workday, and/or forty (40) hours in any
14 workweek.

15 83. In committing these violations of the California Labor Code, DEFENDANT
16 inaccurately recorded overtime worked and consequently underpaid the overtime worked by
17 PLAINTIFF and other CALIFORNIA LABOR-SUB CLASS Members. DEFENDANT
18 acted in an illegal attempt to avoid the payment of all earned wages, and other benefits in
19 violation of the California Labor Code, the Industrial Welfare Commission requirements
20 and other applicable laws and regulations. As a direct result of DEFENDANT's unlawful
21 wage practices as alleged herein, the PLAINTIFF and the other members of the
22 CALIFORNIA LABOR SUB-CLASS did not receive full compensation for overtime
23 worked.

24 84. Cal. Lab. Code § 515 sets out various categories of employees who are exempt
25 from the overtime requirements of the law. None of these exemptions are applicable to the
26 PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS. Further,
27 PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS were not
28 subject to a valid collective bargaining agreement that would preclude the causes of action

1 contained herein this Complaint. Rather, PLAINTIFF brings this Action on behalf of
2 himself and the CALIFORNIA LABOR SUB-CLASS based on DEFENDANT's violations
3 of non-negotiable, non-waiveable rights provided by the State of California.

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

7 86. DEFENDANT failed to accurately pay the PLAINTIFF and the other
8 members of the CALIFORNIA LABOR SUB-CLASS overtime wages for the time they
9 worked which was in excess of the maximum hours permissible by law as required by Cal.
10 Lab. Code §§ 510, 1194 & 1198, even though PLAINTIFF and the other members of the
11 CALIFORNIA LABOR SUB-CLASS were required to work, and did in fact work, overtime
12 as to which DEFENDANT failed to accurately record and pay as evidenced by
13 DEFENDANT's business records and witnessed by employees.

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

20 88. DEFENDANT knew or should have known that PLAINTIFF and the other
21 members of the CALIFORNIA LABOR SUB-CLASS were under compensated for all
22 overtime worked. DEFENDANT elected, either through intentional malfeasance or gross
23 nonfeasance, to not pay employees for their labor as a matter of company policy, practice
24 and procedure, and DEFENDANT perpetrated this scheme by refusing to pay PLAINTIFF
25 and the other members of the CALIFORNIA LABOR SUB-CLASS for overtime worked.

26 89. In performing the acts and practices herein alleged in violation of California
27 labor laws, and refusing to compensate the members of the CALIFORNIA LABOR SUB-
28 CLASS for all overtime worked and provide them with the requisite overtime compensation,

1 DEFENDANT acted and continues to act intentionally, oppressively, and maliciously
2 toward PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS
3 with a conscious of and utter disregard for their legal rights, or the consequences to them,
4 and with the despicable intent of depriving them of their property and legal rights, and
5 otherwise causing them injury in order to increase company profits at the expense of these
6 employees.

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

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24 **FOURTH CAUSE OF ACTION**

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

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

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

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

4 92. During the CALIFORNIA CLASS PERIOD, DEFENDANT from time to time
5 failed to provide all the legally required off-duty meal breaks to PLAINTIFF and the other
6 CALIFORNIA LABOR SUB-CLASS Members as required by the applicable Wage Order
7 and Labor Code. The nature of the work performed by PLAINTIFF and CALIFORNIA
8 LABOR SUB-CLASS MEMBERS did not prevent these employees from being relieved of
9 all of their duties for the legally required off-duty meal periods. As a result of their rigorous
10 work schedules, PLAINTIFF and other CALIFORNIA LABOR SUB-CLASS Members
11 were from time to time not fully relieved of duty by DEFENDANT for their meal periods.
12 Additionally, DEFENDANT's failure to provide PLAINTIFF and the CALIFORNIA
13 LABOR SUB-CLASS Members with legally required meal breaks prior to their fifth (5th)
14 hour of work is evidenced by DEFENDANT's business records from time to time. Further,
15 DEFENDANT failed to provide PLAINTIFF and CALIFORNIA CLASS Members with a
16 second off-duty meal period in some workdays in which these employees were required by
17 DEFENDANT to work ten (10) hours of work from time to time. As a result, PLAINTIFF
18 and other members of the CALIFORNIA LABOR SUB-CLASS therefore forfeited meal
19 breaks without additional compensation and in accordance with DEFENDANT's strict
20 corporate policy and practice.

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

26 94. As a proximate result of the aforementioned violations, PLAINTIFF and
27 CALIFORNIA LABOR SUB-CLASS Members have been damaged in an amount according
28

1 to proof at trial, and seek all wages earned and due, interest, penalties, expenses and costs of
2 suit.

3 **FIFTH CAUSE OF ACTION**

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

5 **[Cal. Lab. Code §§ 226.7 & 512]**

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

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

11 96. PLAINTIFF and other CALIFORNIA LABOR SUB-CLASS Members were
12 from time to time required to work in excess of four (4) hours without being provided ten
13 (10) minute rest periods. Further, these employees from time to time were denied their first
14 rest periods of at least ten (10) minutes for some shifts worked of at least two (2) to four (4)
15 hours, a first and second rest period of at least ten (10) minutes for some shifts worked of
16 between six (6) and eight (8) hours, and a first, second and third rest period of at least ten
17 (10) minutes for some shifts worked of ten (10) hours or more from time to time.

18 PLAINTIFF and other CALIFORNIA LABOR SUB-CLASS Members were also not
19 provided with one hour wages in lieu thereof. As a result of their rigorous work schedules,
20 PLAINTIFF and other CALIFORNIA LABOR SUB-CLASS Members were periodically
21 denied their proper rest periods by DEFENDANT and DEFENDANT's managers.

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

27 98. As a proximate result of the aforementioned violations, PLAINTIFF and
28 CALIFORNIA LABOR SUB-CLASS Members have been damaged in an amount according

1 to proof at trial, and seek all wages earned and due, interest, penalties, expenses and costs of
2 suit.

3 **SIXTH CAUSE OF ACTION**

4 **For Failure to Provide Accurate Itemized Statements**

5 **[Cal. Lab. Code § 226]**

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

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

11 100. Cal. Labor Code § 226 provides that an employer must furnish employees with
12 an “accurate itemized” statement in writing showing:

- 13 (1) gross wages earned,
14 (2) total hours worked by the employee, except for any employee whose
15 compensation is solely based on a salary and who is exempt from payment of
16 overtime under subdivision (a) of Section 515 or any applicable order of the
17 Industrial Welfare Commission,
18 (3) the number of piecerate units earned and any applicable piece rate if the employee
19 is paid on a piece-rate basis,
20 (4) all deductions, provided that all deductions made on written orders of the
21 employee may be aggregated and shown as one item,
22 (5) net wages earned,
23 (6) the inclusive dates of the period for which the employee is paid,
24 (7) the name of the employee and his or her social security number, except that by
25 January 1, 2008, only the last four digits of his or her social security number or an
26 employee identification number other than a social security number may be shown on
27 the itemized statement,
28 (8) the name and address of the legal entity that is the employer, and
(9) all applicable hourly rates in effect during the pay period and the corresponding
number of hours worked at each hourly rate by the employee.

101. From time to time, DEFENDANT also failed to provide PLAINTIFF and the
other members of the CALIFORNIA LABOR SUB-CLASS with complete and accurate
wage statements which failed to show, among other things, the correct gross and net wages
earned. Cal. Lab. Code § 226 provides that every employer shall furnish each of his or her
employees with an accurate itemized wage statement in writing showing, among other
things, gross wages earned and all applicable hourly rates in effect during the pay period and

1 the corresponding amount of time worked at each hourly rate. PLAINTIFF and
2 CALIFORNIA LABOR SUB-CLASS Members were paid on an hourly basis. As such, the
3 wage statements should reflect all applicable hourly rates during the pay period and the total
4 hours worked, and the applicable pay period in which the wages were earned pursuant to
5 California Labor Code Section 226(a). The wage statements DEFENDANT provided to
6 PLAINTIFF and other CALIFORNIA LABOR SUB-CLASS Members failed to identify
7 such information. More specifically, the wage statements failed to identify the accurate total
8 hours worked each pay period. When the hours shown on the wage statements were added
9 up, they did not equal the actual total hours worked during the pay period in violation of Cal.
10 Lab. Code 226(a)(2). Aside, from the violations listed above in this paragraph,
11 DEFENDANT failed to issue to PLAINTIFF an itemized wage statement that lists all the
12 requirements under California Labor Code 226 *et seq.* As a result, DEFENDANT from time
13 to time provided PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-
14 CLASS with wage statements which violated Cal. Lab. Code § 226.

15 102. DEFENDANT knowingly and intentionally failed to comply with Cal. Lab.
16 Code § 226, causing injury and damages to PLAINTIFF and the other members of the
17 CALIFORNIA LABOR SUB-CLASS. These damages include, but are not limited to, costs
18 expended calculating the correct wages for all missed meal and rest breaks and the amount
19 of employment taxes which were not properly paid to state and federal tax authorities.
20 These damages are difficult to estimate. Therefore, PLAINTIFF and the other members of
21 the CALIFORNIA LABOR SUB-CLASS may elect to recover liquidated damages of fifty
22 dollars (\$50.00) for the initial pay period in which the violation occurred, and one hundred
23 dollars (\$100.00) for each violation in a subsequent pay period pursuant to Cal. Lab. Code §
24 226, in an amount according to proof at the time of trial (but in no event more than four
25 thousand dollars (\$4,000.00) for PLAINTIFF and each respective member of the
26 CALIFORNIA LABOR SUB-CLASS herein).

27 **SEVENTH CAUSE OF ACTION**
28

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

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

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

4 **and Against All Defendants)**

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

8 104. Cal. Lab. Code § 200 provides, in relevant part, that:

9 As used in this article:

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

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

13 105. Cal. Lab. Code § 201 provides, in relevant part, "that If an employer
14 discharges an employee, the wages earned and unpaid at the time of discharge are due and
15 payable immediately."

16 106. Cal. Lab. Code § 202 provides, in relevant part, that:

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

22 107. There was no definite term in PLAINTIFF's or any CALIFORNIA LABOR
23 SUB-CLASS Members' employment contract.

24 108. Cal. Lab. Code § 203 provides, in relevant part, that:

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

1 109. The employment of PLAINTIFF and many CALIFORNIA LABOR SUB-
2 CLASS Members has terminated and DEFENDANT has not tendered payment of all wages
3 owed as required by law. Additionally, at all times during the term of PLAINTIFF's
4 employment with DEFENDANT, PLAINTIFF and CALIFORNIA LABOR SUB-CLASS
5 Members earned and accrued vested vacation and holiday time on the date of their
6 termination pursuant to DEFENDANT's uniform vacation policies and applicable California
7 law. The amount of vacation pay PLAINTIFF and the other CALIFORNIA LABOR SUB-
8 CLASS Members earned and accumulated is evidenced by DEFENDANT's business
9 records. Additionally, DEFENDANT also underpaid accrued vested vacation wages to
10 PLAINTIFF and other CALIFORNIA LABOR SUB-CLASS MEMBERS by failing to pay
11 such wages at the regular rate of pay and more specifically the final rate of pay that included
12 all non-discretionary incentive compensation. Rather than pay vacation wages at the regular
13 rate of pay, DEFENDANT underpaid vacation wages to PLAINTIFF and other
14 CALIFORNIA LABOR SUB-CLASS Members at their base rates of pay, instead of
15 including all of PLAINTIFF's and CALIFORNIA LABOR SUB-CLASS Members' non-
16 discretionary incentive compensation into the vacation wage payment calculations.
17 DEFENDANT failed to specify in DEFENDANT's written vacation policy the rate at which
18 PLAINTIFF and other CALIFORNIA LABOR CLASS Members would be paid vacation
19 upon leaving employment with DEFENDANT. As a result of DEFENDANT's unlawful
20 practice, policy and procedure to deny paying the PLAINTIFF and the other members of the
21 CALIFORNIA LABOR SUB-CLASS all of their vested vacation and holiday time,
22 DEFENDANT failed to pay the PLAINTIFF and the members of the CALIFORNIA
23 LABOR SUB-CLASS all vested vacation time as wages due upon employment termination,
24 in violation of the California Labor Code, Sections 201, 202, 203 and 227.3. Similarly,
25 DEFENDANT underpaid waiting time penalties to PLAINTIFF and other CALIFORNIA
26 LABOR SUB-CLASS Members at their base rates of pay, instead of including all of
27 PLAINTIFF's' and CALIFORNIA LABOR SUB-CLASS Members' non-discretionary
28 compensation into the waiting time penalty calculations. This failure by DEFENDANT is

1 believed to be the result of DEFENDANT's unlawful, unfair and deceptive refusal to
2 provide compensation for earned, accrued and vested vacation and holiday time, as well as
3 the corresponding waiting time penalties that were paid. DEFENDANT perpetrated this
4 unlawful, unfair and deceptive practice to the detriment of the PLAINTIFF and the members
5 of the CALIFORNIA LABOR SUB-CLASS . DEFENDANT's uniform practice and policy
6 of failing to pay the LABOR SUB-CLASS Members for all vested vacation and holiday
7 time accumulated at employment termination violated and continues to violate Section 227.3
8 of the California Labor Code.

9 113. Therefore, as provided by Cal Lab. Code § 203, on behalf of himself and the
10 members of the CALIFORNIA LABOR SUB-CLASS whose employment has terminated
11 and who have not been fully paid their wages due to them, PLAINTIFF demands thirty days
12 of pay as penalty for not paying all wages due at time of termination for all employees who
13 terminated employment during the CALIFORNIA LABOR SUB-CLASS PERIOD and
14 demands an accounting and payment of all wages due, plus interest and statutory costs as
15 allowed by law.

16 **EIGHTH CAUSE OF ACTION**

17 **For Failure to Pay Sick Pay Wages**

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

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

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

24 115. Cal Lab. Code § 233 provides that an employer must permit an employee to
25 use accrued sick leave in accordance with Cal Lab. Code § 246.5 at the employee's then
26 current rate of entitlement. Cal Lab. Code § 246 provides that an employee is entitled to
27 sick pay wages for use of accrued sick leave pursuant to Cal Lab. Code § 246.5.
28

1 Specifically, once accrued sick leave is used as paid sick time, an employee has a vested
2 right to sick pay wages, which an employer must calculate and compensate based on one of
3 two calculations: (i) “Paid sick time for nonexempt employees shall be calculated in the
4 same manner as the regular rate of pay for the workweek in which the employee uses paid
5 sick time, whether or not the employee actually works overtime in that workweek,” or (ii)
6 “Paid sick time for nonexempt employees shall be calculated by dividing the employee’s
7 total wages, not including overtime premium pay, by the employee’s total hours worked in
8 the full pay periods of the prior 90 days of employment.” Under Cal Lab. Code §§ 218 and
9 233, employees may sue to recover underpaid sick pay wages as damages.

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

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

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

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

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

4
5 **PRAYER FOR RELIEF**

6 WHEREFORE, PLAINTIFF prays for judgment against each Defendant, jointly and
7 severally, as follows:

8 1. On behalf of the CALIFORNIA CLASS:

- 9 A) That the Court certify the First Cause of Action asserted by the CALIFORNIA
10 CLASS as a class action pursuant to Cal. Code of Civ. Proc. § 382;
11 B) An order temporarily, preliminarily and permanently enjoining and restraining
12 DEFENDANT from engaging in similar unlawful conduct as set forth herein;
13 C) An order requiring DEFENDANT to pay all wages and all sums unlawfully
14 withheld from compensation due to PLAINTIFF and the other members of the
15 CALIFORNIA CLASS; and,
16 D) Restitutionary disgorgement of DEFENDANT's ill-gotten gains into a fluid fund
17 for restitution of the sums incidental to DEFENDANT's violations due to
18 PLAINTIFF and to the other members of the CALIFORNIA CLASS.

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

- 20 A) That the Court certify the Second, Third, Fourth, Fifth, Sixth, Seventh and Eighth
21 Causes of Action asserted by the CALIFORNIA LABOR SUB-CLASS as a class
22 action pursuant to Cal. Code of Civ. Proc. § 382;
23 B) Compensatory damages, according to proof at trial, including compensatory
24 damages for minimum and overtime compensation due PLAINTIFF and the other
25 members of the CALIFORNIA LABOR SUB-CLASS, during the applicable
26 CALIFORNIA LABOR SUB-CLASS PERIOD plus interest thereon at the
27 statutory rate;
28

- 1 C) The greater of all actual damages or fifty dollars (\$50) for the initial pay period
2 in which a violation occurs and one hundred dollars (\$100) per each member of
3 the CALIFORNIA LABOR SUB-CLASS for each violation in a subsequent pay
4 period, not exceeding an aggregate penalty of four thousand dollars (\$4,000), and
5 an award of costs for violation of Cal. Lab. Code § 226;
- 6 D) Meal and rest period compensation pursuant to Cal. Lab. Code §§ 226.7, 512 and
7 the applicable IWC Wage Order;
- 8 E) For liquidated damages pursuant to California Labor Code Sections 1194.2 and
9 1197; and,
- 10 F) The wages of all terminated employees in the CALIFORNIA LABOR
11 SUB-CLASS as a penalty from the due date thereof at the same rate until paid or
12 until an action therefore is commenced, in accordance with Cal. Lab. Code § 203.

13 3. On all claims:

- 14 A) An award of interest, including prejudgment interest at the legal rate;
- 15 B) Such other and further relief as the Court deems just and equitable; and,
- 16 C) An award of penalties, attorneys' fees and cost of suit, as allowable under the
17 law, including, but not limited to, pursuant to Labor Code §221, §226, and/or
18 §1194.

19 Dated: April 11, 2023

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

22 By: _____

23 Norman B. Blumenthal
Nicholas J. De Blouw

24 *Attorneys for Plaintiff*

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DEMAND FOR A JURY TRIAL

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

Dated: April 11, 2023

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

By: _____
Norman B. Blumenthal
Nicholas J. De Blouw
Attorneys for Plaintiff

EXHIBIT 6

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I, Sean Hartranft, declare as follows:

1. I am the Chief Executive Officer of Apex Class Action LLC., a settlement administration company headquartered in Irvine, California. I have personal knowledge of the facts outlined in this declaration and, if called as a witness, I could and would competently testify thereto.

2. Apex Class Action's team has been directly involved with settlement administration for a combined 100 years and has successfully managed numerous class & PAGA actions during that time. Our team comprises experienced professionals with extensive knowledge of settlement administration. In addition, Apex Class Action has the necessary technology and infrastructure to efficiently manage large-scale settlements. We utilize state-of-the-art software and systems to ensure that all aspects of the administration process are executed accurately and efficiently.

3. The legal practitioners or parties involved do not possess any form of ownership stake or affiliation with Apex Class Action.

4. Apex Class Action has extensive expertise in the dissemination of settlement notices and administration of PAGA settlements. Our range of services includes first-class mail via the United States Postal Service, a bilingual toll-free call center, interactive & static website development and support, enterprise database management, response processing, and Qualified Settlement Fund (QSF) distribution for settlements of various sizes. We uphold the highest level of confidentiality in all our operations, and any employee data and communication received by us will be treated with the utmost confidentiality and will not be disclosed to any unauthorized party. Attached is our current CV as **Exhibit A**, highlighting our primary competencies in settlement administration.

5. Apex Class Action ensures that Client and Class Member Information is only used for the purposes specified in the relevant agreements or court orders governing the provision of its legal services. To safeguard class member information, Apex Class Action has implemented a comprehensive process to identify, assess, and mitigate risks in all areas of its operations, regularly evaluating the effectiveness of its security measures. Access to class member information is limited to employees, agents, or subcontractors who require it to perform their duties, and Apex Class Action conducts background checks on all personnel with access to

1 sensitive personal information to ensure they do not pose a threat to the security of client or class
2 member information. As part of its commitment to data security and industry best practices, Apex
3 Class Action has successfully completed a rigorous third-party audit and is SOC 2 Type 2
4 certified, demonstrating its adherence to strict standards for data privacy, confidentiality, and
5 system integrity. This certification reflects Apex's continued focus on protecting sensitive
6 information through well-documented and consistently applied internal controls. To guarantee
7 the security of the settlement administration process, Apex Class Action maintains Professional
8 Liability and Cyber Liability Insurance coverage, as required by legal standards and best practices
9 in the legal profession.

10 6. Apex Class Action disbursement process involves (i) obtaining a Federal Employer
11 Identification Number (FEIN) from the Internal Revenue Service (IRS) under the name of the settlement
12 case; (ii) establishing a QSF to manage the distribution of settlement funds; (iii) conducting preliminary
13 and final calculations to determine the individual settlement amounts, including attorneys' fees, costs,
14 enhancement awards, and any other court-approved designees; (iv) calculating and reporting state and
15 federal taxes as applicable; (v) and disseminating approved settlement funds and tax forms via First-Class
16 USPS mail.

17 7. The administration fees for Apex Class Action's management of this PAGA settlement will
18 not exceed \$21,990.00, as specified in **Exhibit B**. This document presents a comprehensive plan detailing
19 the specific administration services that will be provided.

20
21 I declare under penalty of perjury under the laws of the state of California that the foregoing is
22 true and correct. Executed this 7th day of August 2025, in Irvine, California.

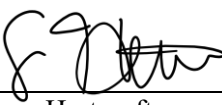
23
24 
25 _____
26 Sean Hartranft
27
28

EXHIBIT A



CASE TYPES

- Consumer
- Data Breach
- Mass Tort Disbursement
- Wage & Hour
- Private Attorneys
General Act (PAGA)
- Belaire West
- Class Certification
- Fair Labor Standards
Act (FSLA)
- Telephone Consumer
Protection Act (TCPA)
- Employee Retirement
Income Security Act
(ERISA)
- Product Liability

SUMMARY

Apex Class Action brings together a seasoned team of professionals adept at navigating the intricate landscape of legal processes and settlement administration. Armed with extensive expertise, we offer a comprehensive understanding of the nuances inherent in settlement procedures. Our organization excels in communication and organization, leveraging cutting-edge technology to streamline project management and adhere to rigorous timelines with precision and efficiency.

From initial pre-settlement consultation to the final stages of disbursement and tax reporting, our technology platform and stringent data security protocols revolve around integration, automation, and observability. This ensures swift and precise payment for class members, bolstering efficiency and accuracy throughout the process.

PRELIMINARY CONSULTATION

Our complimentary preliminary consultation serves as the cornerstone for establishing a comprehensive framework. This framework ensures that all stakeholders grasp the project's scope, timeline, and budget parameters effectively. Following the alignment of objectives and expectations between plaintiff and defense counsel, our team diligently explores additional avenues to identify potential class members. We go the extra mile by offering detailed interactive banner ad campaigns and print media options, maximizing outreach and engagement to achieve optimal results.

CASE MANAGEMENT

At Apex Class Action, our expert Case Managers and Data Managers take charge of overseeing all aspects of the settlement administration process. Their role is pivotal in ensuring strict adherence to court orders, settlement agreements, and industry benchmarks. Working hand in hand with both plaintiff and defense counsel, we meticulously manage every aspect of the settlement administration process.

Our comprehensive mailing and notification services commence with meticulous data scrubbing and the establishment of a class database, guaranteeing the accuracy of contact information. Subsequently, the database undergoes validation using the USPS National Change of Address (NCOA) database to ensure precision and reliability. Additionally, we provide court-certified translation services covering over 65 languages, facilitating effective communication across diverse demographics. In instances where mail is returned as undeliverable, we undertake skip tracing to obtain updated addresses for class members, ensuring that all notices reach their intended recipients without delay.



To ensure transparency throughout the entire process, a steady cadence of reports, as defined during the preliminary consultation, is generated throughout the administration process for both the plaintiff and defense counsel.

Our capability to provide cost-effective pricing is rooted in our adept utilization of cutting-edge technology, a team of highly skilled professionals, and an optimized process. Should the courts approve the utilization of modern electronic notification methods like email and banner ads, we ensure both certainty and cost-effectiveness. Through electronic disbursement, we offer a highly efficient strategy wherein settlement awards are directly delivered to class members, mitigating potential drawbacks associated with traditional mail delivery and enhancing overall efficiency.

TAX COMPLIANCE & CASE RESOLUTION

Apex leverages its proprietary technology to efficiently manage all necessary state and federal tax reporting requirements. This includes establishing a Settlement Federal Tax Identification Number (FIEN) with the IRS and Qualified Settlement Fund (QSF) EDD accounts where applicable. We handle taxes associated with settlements involving multiple state tax filings, as well as manage all payroll tax filings such as Form 940, 941, and state filings. Additionally, our services encompass the preparation of information returns (Forms W-2, 1099, and 1042-S) for reportable payments and the preparation of the annual Federal income tax return (Form 1120-SF). Moreover, we provide comprehensive management of qualified settlement funds (QSF), ensuring that all accounts are FDIC-insured bank accounts. Our full suite of comprehensive tax management services includes:

- Prepare and fill all applicable returns (Forms W-2, 1099, and 1042-S)
- Payroll tax filings, including Form 940, 941, and state filings
- FID-Insured QSF Bank Accounts
- State and Federal Tax Reporting
- IRS Federal Tax Identification Number
- QSF Audit Reports
- Prepare And File 1120-SF Tax Returns with Quarterly Tax Obligations

CONTACT

Address
18 Technology Dr. Ste. 164
Irvine, CA 92618

Email
Info@apexclassaction.com

Phone
1.800.355.0700

EXHIBIT B



Quotation Request:

Christine LeVu
Blumenthal Nordrehaug Bhowmik De Blouw
christine@bamlawca.com
858.551.1223

Case Name:

Kelley et. al. v. Oracle America

Date:

Friday, December 27, 2024

RFP Number:

272024

Prepared By:

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

Settlement Specifications

Number of Aggrieved Employees	4,740
Certified Language Translation:	No
Static Settlement Website	No
Percentage of Undeliverable Mail	20%

Professional Services	Fee Calculation	Rate(s)	Quantity	Estimated Cost
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Data Analytics and Standardization

Import and Standardize Data*	Per Hour	\$125.00	6	\$750.00
Data Analyst	Per Hour	\$150.00	6	\$900.00
Sub Total:				\$1,650.00

*Data provided must be in a workable format. Apex can standardize provided data at an additional cost of \$150/hr.

Project Management

Project Management	Per Hour	\$150.00	6	\$900.00
Project Coordinator	Per Hour	\$90.00	5	\$450.00
Data Analyst and Reporting	Per Hour	\$140.00	4	\$560.00
Sub Total:				\$1,910.00

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	\$700.00	1	\$700.00
NCOA Address Update (USPS)	Static Rate	\$797.80	1	\$797.80
Settlement Status Reports	Static Rate	\$750.00	1	Waived
Sub Total:				\$1,617.80



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	\$1.00	4,740	\$4,740.00
USPS First Class Postage	Per Piece	\$0.73	4,740	\$3,460.20
Remail Distribution to Updated Address (Skip Trace)	Per Piece	\$1.50	948	\$1,422.00
Individual Income Tax Preparation & Reporting	Per Hour	\$100.00	10	\$1,000.00
QSF Income Tax Reporting (per calendar year)	Per Year	\$1,250.00	1	\$1,250.00
Unclaimed Funds: State Controller's Unclaimed Property Fund	Static Rate	\$500.00	1	\$500.00
Sub Total:				\$14,452.20

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	4	\$480.00
Sub Total:				\$2,360.00

WILL NOT EXCEED:				\$21,990.00
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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 this confidentiality 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.