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13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

14 **IN AND FOR THE COUNTY OF ORANGE**

15 SARAH DULFER, an individual, on
16 behalf of herself and on behalf of all
17 persons similarly situated,

18 Plaintiffs,

19 vs.

20 WEST COAST SELF-STORAGE
21 GROUP, LLC, a Limited Liability
22 Company; and DOES 1 through 50,
23 inclusive,

24 Defendants.

CASE NO.: **30-2023-01359316-CU-OE-CXC**

**DECLARATION OF KYLE NORDREHAUG
IN SUPPORT OF MOTION FOR
PRELIMINARY APPROVAL OF CLASS
SETTLEMENT**

Hearing Date: October 19, 2026

Hearing Time: 1:30 p.m.

Reservation No. 74901831

Judge: Hon. David A. Hoffer

Dept.: CX103

Action Filed: November 3, 2023

Trial Date: Not Set

1 I, Kyle Nordrehaug, declare as follows:

2 1. I am a partner of the law firm of Blumenthal Nordrehaug Bhowmik De Blouw LLP,
3 counsel of record for Plaintiff Sara Duffer (“Plaintiff”) in this matter. As such, I am fully familiar
4 with the facts, pleadings and history of this matter. The following facts are within my own personal
5 knowledge, and if called as a witness, I could testify competently to the matters stated herein.

6 2. This declaration is being submitted in support of Plaintiff’s unopposed motion for
7 preliminary approval of the proposed class action settlement with Defendant West Coast
8 Self-Storage Group, LLC (“Defendant”), which motion seeks entry of an order: (1) preliminarily
9 approving the proposed settlement of this class action with Defendant; (2) f for settlement purposes
10 only, conditionally certifying the Class, which is comprised of “all individuals who are or
11 previously were employed by Defendant who were classified as non-exempt in the State of
12 California at any time during the Class Period”, which is November 3, 2019 through April 26,
13 2025; (3) provisionally appointing Plaintiff as the representative of the Class; (4) provisionally
14 appointing Blumenthal Nordrehaug Bhowmik De Blouw LLP as Class Counsel; (5) approving the
15 form and method for providing class-wide notice; (6) directing that notice of the proposed
16 settlement be given to the class; (7) appointing Apex Class Action LLC as Administrator; and
17 (8) scheduling a final approval hearing date proposed for March 15, 2027 to consider Plaintiff’s
18 motion for final approval of the settlement and for approval of attorneys’ fees and expenses.
19 Attached hereto as Exhibit #1 is a copy of the fully executed Class Action and PAGA Settlement
20 Agreement (“Agreement”) along with the exhibits thereto. The form of the Agreement is based
21 upon the Los Angeles County Superior Court model form for a class and PAGA settlement. This
22 Declaration incorporates by reference the definitions in the Agreement, and all terms defined therein
23 shall have the same meaning as set forth in the Agreement.

24
25 Fairness of Settlement

26 3. As consideration for this Settlement, the Gross Settlement Amount is Three Hundred
27 Twenty-Five Thousand Dollars (\$325,000) (the “Gross Settlement Amount”) to be paid by
28 Defendant, as set forth in the Agreement. The Gross Settlement Amount will settle all issues

1 pending in the Action between the Parties and will be made in full and final settlement of the
2 Released Class Claims in exchange for the payments to Participating Class Members from the Net
3 Settlement Amount, and includes (a) the costs of administration of the settlement, (b) all attorneys'
4 fees and costs, (c) the Class Representative Service Payment, and (d) the PAGA Penalties payment
5 allocated 75% to the LWDA and 25% to the Aggrieved Employees. (Agreement at ¶ 1.22.) The
6 following is a table of the key financial terms of the Settlement and the proposed deductions:

7 **\$325,000** (Gross Settlement Amount)

- 8 - \$15,000 (Plaintiff's proposed service awards - not to exceed \$10,000 each)
- 9 - \$28,000 (Class Counsel Litigation Expenses Payment - not to exceed amount)
- 10 - \$108,333 (Class Counsel Fees Payment - not to exceed 1/3 of settlement)
- 11 - \$5,000 (PAGA Payment - 75% to LWDA / 25% to Aggrieved Employees)
- 12 - \$7,200 (Administration Expenses Payment - not to exceed amount)

13 **\$169,467** (Net Settlement Amount)

14 4. The relief provided in the Settlement will benefit all members of the Class. The
15 Settlement does not grant preferential treatment to Plaintiff or segments of the Class in any way.
16 Payments to the Class Members are all determined under a neutral methodology. Each Participating
17 Class Member will receive the same opportunity to participate in and receive payment through a
18 neutral formula that is based upon the Workweeks for that individual.

19 5. On February 26, 2025, the Parties participated in an all-day mediation session
20 presided over by Tagore Subramaniam, a respected and experienced mediator of wage and hour
21 class actions. In preparation for the mediation, Defendant provided Class Counsel with payroll and
22 employment data and other information regarding the Class Members, various internal documents,
23 and other compensation and employment-related materials. Class Counsel analyzed the data with
24 the assistance of damages expert Berger Consulting and prepared and submitted a mediation brief to
25 the mediator. The final settlement terms were negotiated and set forth in the Agreement now
26 presented for this Court's approval. Importantly, Plaintiff and Class Counsel believe that this
27 Settlement is fair, reasonable and adequate.

28 6. Based upon 150 Class Members who collectively worked 6,653 Workweeks

(Agreement at ¶ 4.1), the Gross Settlement Amount provides an average value of approximately \$2,166 per Class Member and \$48 per Workweek and after deductions the Net Settlement Amount provides an average recovery of approximately \$1,129.78 per Class Member and a recovery of \$25.47 per Workweek. The calculations to compensate for the amount due for the Class at the time of the mediation were calculated by Berger Consulting, Plaintiff's damages expert. As to the Class whose claims are at issue, Plaintiff used the expert to analyze the data and determine the potential unpaid wages for the employees. The maximum potential damages as calculated by Plaintiff's expert were calculated to be \$66,240 for the alleged unpaid wages due to rounding, \$7,428 for the alleged unpaid overtime wages due to the miscalculation of the regular rate, \$186,903 for the alleged unpaid wages due to off-the-clock work based upon 1 hour per week, \$21,373 in alleged underpaid meal premiums and sick pay due to the miscalculation of the regular rate, \$16,009 for alleged meal period damages based upon a 11.1% potential violation rate observed in the time records for shifts worked and after deducting meal premiums already paid by Defendant, \$68,493 for alleged rest period damages based upon the same 11.1% potential violation rate observed in the time records for meal periods, and \$8,850 for alleged unreimbursed business expenses for personal cell phone usage at \$5 per month. As a result, the total damage valuation was calculated that Defendant was subject to a maximum damage claim in the amount of \$309,057. As to potential penalties, Plaintiff calculated that potential waiting time penalties were a maximum of \$420,031, and potential wage statement penalties were \$192,350. Defendant vigorously disputed Plaintiff's calculations and exposure theories. Consequently, the Gross Settlement Amount of \$325,000 represents more than the maximum value of the alleged damages at issue in this case, and more than 35% of the maximum value of the combination of damages and penalties for these class claims, at the time this Settlement was negotiated.¹ Importantly, the recent decision that good faith belief of compliance by the employer in *Naranjo v. Spectrum Sec. Servs., Inc.*, 15 Cal. 5th 1056, 1065 (2024), could completely negate the claims for waiting time and wage statement penalties, even if

¹ Because the PAGA claim is not a class claim and primarily is paid to the State of California, Plaintiff has not included the PAGA claim in this discussion of the value of the class claims. The PAGA claim is addressed in the Decl. Nordrehaug at ¶33.

1 wages were owed to the Class. The above maximum calculations should then be adjusted in
2 consideration for both the risk of class certification and the risk of establishing class-wide liability
3 on all claims. Given the amount of the settlement as compared to the potential value of claims in
4 this case and the defenses asserted by Defendant, this settlement is fair and reasonable. Specific
5 details as to the calculation and the *Kullar* valuation of the claims for purposes of mediation and the
6 negotiation of the Settlement are as follows:

7 **A. Class Size, Payroll and Timekeeping Data.** As to the Class size, Defendant
8 provided the data points before the mediation as to the number of employees
9 in the class (157) and the number of workweeks (7,206).² In addition,
10 Defendant provided time and payroll data covering nearly this entire Class.
11 Plaintiff received and Plaintiff's expert analyzed time punch data which
12 covered 145 employees, 5,765 workweeks, and 25,837 shifts from 8/15/2019
13 to 4/4/2024, and pay data which covered 146 employees and 2,687 pay
14 periods from 11/26/2019 - 10/10/2024. As such, for mediation Plaintiff's
15 expert only slightly extrapolated this data to cover the entire Class. The time
16 punch data covered 25,837 shifts worked and 5,765 work weeks. This means
17 that Plaintiff's expert analyzed time and payroll data covering 25,837 shifts
18 (out of a total of 32,295 shifts) which sampling was spread out over nearly
19 the entire class period. The average hourly rate is \$18.75 and is based on the
20 pay data.

21 **B. Alleged Miscalculation of the Regular Rate for Overtime.** The following
22 additional remunerations were not fully incorporated in the regular rate for
23 paying overtime: Earnings BONUS 1 (230), Earnings REFER (4). Additional
24 quarterly compensation includes: Earnings QTBO 1 (157). Additional

25
26 ² These were the figures used for mediation as of June 2024. The final class figures increased
27 slightly because the class period to September 19, 2024, or the latest date when there are no more
28 than 61,600 Workweeks. Thus, an increase of 10% was an anticipated part of the negotiations, and
any workweek increase is subject to the ten percent threshold in the escalator provision.
(Agreement at ¶9.)

1 monthly compensation includes: Earnings OCBON 1 (464), Earnings
2 REBON 1 (352). 60% of employees and 56.5% of pay periods had overtime
3 paid and any of the remunerations earned. The damages are calculated as the
4 differences between the overtime earnings assuming all remunerations were
5 incorporated in the regular rate and the actual payouts. The alleged unpaid
6 wages from the miscalculation of the regular rate applicable to overtime pay
7 was calculated to total \$7,428.

8 **C. Alleged Miscalculation of the Regular Rate for Meal Premiums and Sick**
9 **Pay.** The remunerations above were also not included in the regular rate for
10 paying sick pay and meal premiums. 34% of employee and 8.2% of pay
11 periods have sick pay and any of the remunerations earned. 47% of employee
12 and 27% of pay periods have meal premiums and any of the remunerations
13 earned. The damages are calculated as the differences between the earnings
14 assuming meal premiums and sick pay are paid properly at the regular rate
15 incorporating all the remunerations above and the actual payouts. The
16 alleged underpaid wages from the miscalculation of the regular rate
17 applicable to meal premiums and sick pay was calculated to total \$21,373.

18 **D. Alleged Off-The-Clock Work.** The off-the-clock claim is based on
19 allegations that Defendant's practices required pre-shift work activities before
20 logging in at the time clock such as opening the offices, computer boot up and/or
21 clock in delays, which is alleged to be uncompensated work time.
22 Off-the-Clock damages assume employees were not paid 1 hour per
23 workweek (77% are assume overtime). As a result, the maximum value of the
24 claim for unpaid wages due to alleged off-the-clock work was \$186,903.

25 **E. Alleged Meal Period Violations.** The meal period claim is based upon the
26 analysis of time punch records reflect a potential meal break violation rate in
27 11.1% of all shifts (3,290 unique potential violations out of 29,687 shifts
28 greater than 6 hours). The pay data reflects meal break premiums paid for

1 2,625 instances, therefore roughly 80% of facial violations have had a
2 premium paid. As a result, there was only a potential 2.1% violation rate for
3 shifts that did not receive a premium paid. The damages for a missed period
4 is one hour of pay under Labor Code §§266.7 and 512. As a result, the
5 maximum potential damages for alleged meal period violations using the
6 11.1% potential violation rate, and after deducting premiums paid of \$52,484,
7 were estimated to be \$16,009.

8 **F. Alleged Rest Period Violations.** The rest period claim is difficult to
9 calculate because California law does not require rest periods to be recorded.
10 For this claim, Plaintiffs used the same 11.1% violation assumption observed
11 for meal breaks based upon the fact that the circumstances resulting in the
12 meal period violation could likewise result in a similar failure to provide off
13 duty rest periods. This likely overstates the rest period claim value as there
14 were likely some times a rest period was taken by Class Members even where
15 a meal period was missed given the rest periods are easier to take. The
16 damages for a missed period is one hour of pay under Labor Code §§266.7
17 and 512. As a result, the maximum potential damages for alleged rest period
18 violations using a 66% violation rate were estimated to be \$68,493.

19 **G. Alleged Business Expenses Reimbursement.** The expense reimbursement
20 claim was based upon the personal cellphone usage for work purposes. The
21 value of this claim used was \$5 per month over 1,770 months worked to
22 calculate that the maximum potential damages for the alleged failure to
23 reimburse business expenses were \$8,850.

24 **H. Alleged Waiting Time Penalties.** Waiting Time Penalties are calculated
25 assuming 96 terminated employees x 30 days x 7.8 hours per day x average
26 rate of pay. As such, the maximum value of the potential waiting time
27 penalties were calculated to be \$420,031.
28

1 **I. Alleged Wage Statement Penalties.** Wage Statement Penalties are
2 calculated at \$50 for the initial violation and \$100 for each subsequent
3 violation with a max of \$4,000 per employee, assuming 100% violation rate.
4 The Wage Statement claim is predicated and is derivative of the above
5 claims, so the maximum valuation assumed there was a violation in every pay
6 period within the applicable one-year statute of limitation. The maximum
7 value of the potential wage statement penalties were therefore calculated to
8 be \$192,250.

9 **J. Alleged PAGA Claim.** The PAGA claim is not a class claim and the PAGA
10 penalties are paid primarily (75%) to the State of California, and do not
11 compensate for or release the individual claims of the employees. As such,
12 the PAGA claim is not included in this valuation of class claims, however,
13 the PAGA claim is addressed separately below at paragraph 33.

14
15 Procedural History of the Litigation

16 7. On July 26, 2023, Plaintiff filed with the LWDA and served on Defendant a
17 notice under Labor Code section 2699.3 identifying the alleged Labor Code violations to recover
18 civil penalties on behalf of Aggrieved Employees for various Labor Code violations. This PAGA
19 Notice by Plaintiff is attached hereto as Exhibit #3 for the Court's reference.

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

1 of California Labor Code § 2802; (8) failure to provide wages when due in violation of California
2 Labor Code §§ 201, 202; and, (9) failure to pay sick pay wages in violation of California Labor
3 Code §§ 201-204, 233, and 246.³ On November 30, 2023, Plaintiff filed a Representative Action
4 Complaint alleging a single cause of action against Defendant for recovery of civil penalties for
5 violation of Private Attorney General Act, Cal. Labor Code §§ 2698, et seq. ("PAGA") in the
6 Superior Court of the State of California, County of Santa Clara, Case No. 23CV426562 ("PAGA
7 Action").

8 9. On August 26, 2025, Plaintiff filed a First Class and Representative Action
9 Complaint in the Action to add the claim for recovery of civil penalties in violation of PAGA from
10 the PAGA Action. The First Amended Class and Representative Action Complaint is the operative
11 complaint in the Action (the "Operative Complaint"). Subsequently, on May 5, 2026, the PAGA
12 Action was dismissed without prejudice.

13 10. Over the course of litigation, the Parties engaged in the investigation of the claims,
14 including informal discovery, the production of documents, class data, and other information,
15 allowing for the full and complete analysis of liabilities and defenses to the claims in the Action.
16 Plaintiff's investigation included the production and analysis of hundreds of pages of documents.
17 The information for mediation obtained by Plaintiffs included: (1) data concerning the class; (2)
18 time data for 145 employees, 5,765 workweeks, and 25,837 shifts from 8/15/2019 to 4/4/2024, and
19 pay data for 146 employees and 2,687 pay periods from 11/26/2019 - 10/10/2024; (3) Defendant's
20 wage and hour policies; (4) the employment files for the Plaintiff; and, (5) samples of wage
21 statements provided by Defendant. As such, Class Counsel received the data and information for
22

23 ³ The complaint also alleged an individual claim on behalf of Plaintiff only for constructive
24 discharge and other adverse employment actions in violation of public policy. Separate from the
25 Gross Settlement Amount, Defendant has agreed to separately settle Plaintiff's individual claims for
26 wrongful termination pursuant to a separate Confidential Settlement Agreement ("Individual
27 Settlement" or "Individual Settlement Agreement"). If the Court requires the Parties to submit the
28 terms of Plaintiff's Individual Settlement Agreement to obtain approval of the 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 in some other way to ensure that the Individual
Settlement amount is not disclosed publicly.

1 the Class, which was sufficient for Plaintiff's expert to prepare the valuations of the claims for the
2 Class.

3 11. Class Counsel has extensive experience in litigating wage and hour class actions in
4 California. The Parties have vigorously litigated the Action since inception. During the course of
5 litigation, the Parties each performed analysis of the merits and value of the claims. Plaintiff and
6 Defendant have engaged in research and investigation in connection with the Action. Class Counsel
7 has thoroughly analyzed the value of the claims during the prosecution of this Action and utilized an
8 expert to perform an analysis of the data and valuation of the claims.

9 12. Plaintiff and Defendant agreed to discuss resolution of the Action through a
10 mediation. Prior to mediation, the Parties engaged in the above investigation and the exchange of
11 documents and information in connection with the Action. On February 26, 2025, the Parties
12 participated in an all-day mediation presided over by Tagore Subramaniam, a respected and
13 experienced mediator of wage and hour representative and class actions.. Following the mediation,
14 the Parties agreed on the basic terms of a settlement pursuant to a mediator's proposal which was
15 memorialized in the form of a Memorandum of Understanding. The Parties then negotiated the
16 final terms of the settlement as set forth in the Agreement. At all times, the negotiations were arm's
17 length and contentious.

18 13. Although a settlement has been reached, Defendant denies any liability or
19 wrongdoing of any kind associated with the claims alleged in the Action and further denies that, for
20 any purpose other than settlement, the Action is appropriate for class and/or representative
21 treatment. Defendant contends, among other things, that it has complied at all times with the
22 California Labor Code, applicable Wage Order, and all other laws and regulations. Further,
23 Defendant contends that class certification is inappropriate for any reason other than for settlement.
24 Plaintiff contends that Defendant violated California wage and hour laws. Plaintiff further contends
25 that the Action is appropriate for class certification on the basis that the claims meet the requisites
26 for class certification. Without admitting that class certification is proper, Defendant has stipulated
27 that the above Class may be certified for settlement purposes only. (Agreement at ¶ 2.9.) The
28 Parties agree that certification for settlement purposes is not an admission that class certification is

1 proper. Further, the Agreement is not admissible in this or any other proceeding as evidence that the
2 Class could be certified absent a settlement. Solely for purposes of settling the Action, the Parties
3 stipulate and agree that the requisites for establishing class certification with respect to the Class are
4 satisfied.

5 14. Class Counsel has conducted an investigation into the facts of the class action.
6 Informal discovery was performed along with the production of hundreds of pages of relevant
7 documents and data. Class Counsel engaged in a thorough review and analysis of the relevant
8 documents and data with the assistance of an expert. Accordingly, the agreement to settle did not
9 occur until Class Counsel possessed sufficient information to make an informed judgment regarding
10 the likelihood of success on the merits and the results that could be obtained through further
11 litigation. In addition, Class Counsel previously negotiated settlements with other employers in
12 actions involving nearly identical issues and analogous defenses. Based on the foregoing data and
13 their own independent investigation, evaluation and experience, Class Counsel believes that the
14 settlement with Defendant on the terms set forth in the Agreement is fair, reasonable, and adequate
15 and is in the best interest of the Class in light of all known facts and circumstances, including the
16 risk of significant delay, defenses asserted by Defendant, and potential appellate issues.

17
18 Settlement Terms and Plan of Allocation

19 15. The Gross Settlement Amount is Three Hundred Twenty-Five Thousand Dollars
20 (\$325,000). (Agreement at ¶ 1.22.) Under the Settlement, the Gross Settlement Amount consists of
21 the following elements: (1) payment of the Individual Class Payments to the Participating Class
22 Members; (2) Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment; (3)
23 Administration Expenses Payment; (4) the Class Representative Service Payment to the Plaintiff;
24 and (5) the PAGA Penalties payment. (Agreement at ¶ 1.22.) The Gross Settlement Amount does
25 not include Defendant's share of payroll taxes. (Agreement at ¶ 3.1.) The Gross Settlement
26 Amount shall be all-in with no reversion to Defendant. (Agreement at ¶ 3.1.)

27 16. Defendant shall fully fund the Gross Settlement Amount, and also fund the amounts
28

1 necessary to fully pay Defendant's share of payroll taxes by transmitting the funds to the
2 Administrator no later than 21 calendar days after the Effective Date. (Agreement at ¶ 4.3.) The
3 distribution of Individual Class Payments to Participating Class Members along with the other
4 Court-approved distributions shall be made by the Administrator fourteen (14) days after the
5 Effective Date. (Agreement at ¶ 5.1.)

6 17. The amount remaining in the Gross Settlement Amount after the deduction of
7 Court-approved amounts for Individual PAGA Payments, the LWDA PAGA Payment, the Class
8 Representative Service Payment, the Class Counsel Fees Payment, the Class Counsel Litigation
9 Expenses Payment, and the Administration Expenses Payment (called the "Net Settlement
10 Amount") shall be allocated to Class Members as their Individual Class Payments. (Agreement at
11 ¶¶ 1.28 and 3.2.) From the Net Settlement Amount, the Individual Class Payment for each
12 Participating Class Member will be calculated by (a) dividing the Net Settlement Amount by the
13 total number of Workweeks worked by all Participating Class Members during the Class Period and
14 (b) multiplying the result by each Participating Class Member's Workweeks. (Agreement at ¶
15 3.2(e).) Workweeks will initially be based on Defendant's records, however, Class Members can
16 challenge their number of Workweeks.

17 18. Class Members may choose to opt-out of the Settlement by following the directions
18 in the Class Notice. (Agreement at ¶ 8.5, Ex. A.) All Class Members who do not "opt out" will be
19 deemed Participating Class Members who will be bound by the Settlement and will be entitled to
20 receive an Individual Class Payment. (Agreement at ¶ 8.5(c).) All Aggrieved Employees, including
21 those who submit an opt-out request, will still be paid their allocation of the PAGA Penalties and
22 will remain subject to the release of the Released PAGA Claims regardless of their request for
23 exclusion. (Agreement at ¶¶ 6.3 and 8.5(d).) Finally, the Class Notice will advise the Class
24 Members of their right to object to the Settlement and/or dispute their Workweeks. (Agreement at
25 ¶¶ 8.6 and 8.7, Ex. A.)

26 19. A Participating Class Member must cash his or her Individual Class Payment check
27 within 180 days after it is mailed. (Agreement at ¶ 5.2.) Any settlement checks not cashed within
28 180 days will be voided and any funds represented by such checks to a Court-approved nonprofit

1 organization or foundation consistent with Code of Civil Procedure Section 384(b) ("Cy Pres
2 Recipient"), proposed to be the Children's Advocacy Institute. The Parties, Class Counsel and
3 Defense Counsel represent that they have no interest or relationship, financial or otherwise, with the
4 intended Cy Pres Recipient. (Agreement at ¶ 5.4.)

5 20. Subject to Court approval, the Parties have agreed on Apex Class Action LLC to
6 administer the settlement in this action ("Administrator"). (Agreement at ¶ 1.2.) The Administrator
7 will be paid for settlement administration in an amount not to exceed \$7,200. (Agreement at ¶
8 3.2(c).) A declaration from Apex Class Action as to their qualifications and their estimate for this
9 settlement is submitted herewith.

10 21. Subject to Court approval, the Agreement provides for Class Counsel to be awarded
11 a sum not to exceed one-third of the Gross Settlement Amount, as the Class Counsel Fees Payment.
12 (Agreement at ¶ 3.2(b).) Class Counsel will also be allowed to apply separately for an award of
13 Class Counsel Litigation Expenses Payment in an amount not to exceed \$28,000. (Agreement at ¶
14 3.2(b).) Subject to Court approval, the Agreement provides for a payment of no more than \$15,000
15 to the Plaintiff as her Class Representative Service Payment. (Agreement at ¶ 3.2(a).)

16 22. Subject to Court approval, the PAGA Penalties will be paid from the Gross
17 Settlement Amount for PAGA penalties under the California Private Attorneys General Act, Cal.
18 Labor Code Section 2698, *et seq.* ("PAGA"). The PAGA Penalties are \$5,000. (Agreement at ¶
19 3.2(d).) Pursuant to the express requirements of Labor Code § 2699(i), the PAGA Payment shall be
20 allocated as follows: 75% shall be allocated to the Labor Workforce Development Agency
21 ("LWDA") as its share of the civil penalties and 25% allocated to the Individual PAGA Payments to
22 be distributed to the Aggrieved Employees based on the number of their respective PAGA Pay
23 Periods. (Agreement at ¶ 3.2(d).) As set forth in the accompany proof of service, the LWDA has
24 been served with this motion and the Agreement.

25
26 Risks of Continued Litigation and Standards for Approval

27 23. Plaintiff and Class Counsel recognize the expense and length of continuing to litigate
28

1 and trying class claims against Defendant through possible appeals which could take several years.
2 Class Counsel has also taken into account the uncertain outcome and risk of litigation, especially in
3 complex class actions such as this action. Class Counsel is also mindful of and recognize the
4 inherent problems of proof under, and alleged defenses to, the alleged claims. Based upon their
5 evaluation, Plaintiff and Class Counsel have determined that the Settlement set forth in the
6 Agreement is in the best interest of the Class Members.

7 24. A number of defenses asserted by Defendant present serious threats to the claims of
8 the Plaintiff and the other Class Members. Defendant asserted that Defendant's practices complied
9 with all applicable Labor laws. Defendant argued that Class Members were paid for all time worked
10 and that all work time was properly recorded. Defendant argued that there was no miscalculation of
11 the regular rate. Defendant contended that its meal and rest period policies fully complied with
12 California law and Defendant did not fail to provide the opportunity for legally required meal and
13 rest breaks. Defendant could argue that it payment of significant meal period premiums was
14 evidence of its lawful practices and/or good faith. Defendant contended that there was no failure to
15 pay for business expenses, and that any cell phone usage was merely convenient and voluntary such
16 that reimbursement was not legally required. Finally, Defendant could argue that the Supreme
17 Court decision in *Brinker v. Superior Court*, 53 Cal. 4th 1004 (2012), weakened Plaintiff's claims,
18 on liability, value, and class certifiability as to the meal and rest period claims. Defendant also
19 argued that based on its facially lawful practices, Defendant acted in good faith and without
20 willfulness, which if accepted would negate the claims for waiting time penalties and/or inaccurate
21 wage statements. See e.g. *Naranjo v. Spectrum Sec. Servs., Inc.*, 15 Cal. 5th 1056, 1065 (2024) ("if
22 an employer reasonably and in good faith believed it was providing a complete and accurate wage
23 statement in compliance with the requirements of section 226, then it has not knowingly and
24 intentionally failed to comply with the wage statement law.") If successful, Defendant's defenses
25 could eliminate or substantially reduce any recovery to the Class. While Plaintiff believes that these
26 defenses could be overcome, Defendant maintains these defenses have merit and therefore present a
27 serious risk to recovery by the Class.

28 25. There was also a significant risk that, if the Action was not settled, Plaintiff would be

1 unable to obtain a certified class and maintain the certified class through trial, and thereby not
2 recover on behalf of any other employees. At the time of the mediation, Defendant forcefully
3 opposed the propriety of class certification, arguing that individual issues precluded class
4 certification. Further, as demonstrated by the California Supreme Court decision in *Duran v. U.S.*
5 *Bank National Assn.*, 59 Cal. 4th 1 (2014), there are significant hurdles to overcome for a class-wide
6 recovery even where the class has been certified. While other cases have approved class
7 certification in wage and hour claims, class certification in this action was hotly disputed and the
8 maintenance of a certified class through trial was by no means a foregone conclusion.

9 26. This settlement is therefore certainly entitled to preliminary approval. Were this
10 case to go to trial, the Plaintiff and the other class members would need to prove, among other
11 things, that wages were owed on a class-wide basis. This was and is a substantial risk.

12 27. Plaintiff will apply to the Court for a Class Representative Service Payment in
13 consideration for her service and for the risks undertaken on behalf of the Class. (Agreement at ¶
14 3.2(a).) Plaintiff performed her duties admirably by working with Class Counsel for over two years.
15 The Declaration of the Plaintiff is submitted in support of the motion. At this stage, the requested
16 service award amount not to exceed \$15,000 is well within the accepted range of awards for
17 purposes of preliminary approval. *See e.g. Andrews v. Plains All Am. Pipeline L.P.*, 2022 U.S.
18 Dist. LEXIS 172183, at *11 (C.D. Cal. 2022) (the requested service awards of \$15,000 each are
19 appropriate); *Reynolds v. Direct Flow Med., Inc.*, 2019 U.S. Dist. LEXIS 149865, at *19 (N.D. Cal.
20 2019) (granting request for \$12,500 service award); *Mathein v. Pier 1 Imps. (U.S.), Inc.*, 2018 U.S.
21 Dist. LEXIS 71386 (E.D. Cal. 2018) (awarding \$12,500); *Louie v. Kaiser Foundation Health Plan,*
22 *Inc.*, 2008 WL 4473183, *7 (S.D. Cal. 2008) (awarding \$25,000 service award to each of six
23 plaintiffs); *Glass v. UBS Fin. Servs.*, 2007 WL 221862, *16-17 (N.D. Cal. 2007) (awarding
24 \$25,000 service award in overtime class action). As explained in *Glass*, service awards are
25 routinely awarded to class representatives to compensate the employees for the time and effort
26 expended on the case, for the risk of litigation, for the fear of suing an employer and retaliation there
27 from, and to serve as an incentive to vindicate the statutory rights of all employees. 2007 WL
28 221862 at *16-17. Below, I provided a long list of similar Court-approved service awards, which

1 establishes this not-to-exceed amount is within the range of reasonableness for purposes of
2 preliminary approval.

3 28. The stage of the proceedings at which this Settlement was reached also militates in
4 favor of preliminary approval and ultimately, final approval of the Settlement. Class Counsel has
5 conducted a thorough investigation into the facts of the class action. Class Counsel began
6 investigating the Class Members' claims before the Action was filed, and during the course of
7 litigation, Class Counsel performed informal discovery which included the production of hundreds
8 of pages of documents. Class Counsel conducted a review and analysis of the relevant documents
9 and data. Class Counsel was also experienced with the claims at issue here, as Class Counsel
10 previously litigated and settled similar claims in other actions. Accordingly, the agreement to settle
11 did not occur until Class Counsel possessed sufficient information to make an informed judgment
12 regarding the likelihood of success on the merits and the results that could be obtained through
13 further litigation.

14 29. Based on the foregoing data and their own independent investigation and evaluation,
15 Class Counsel is of the opinion that the Settlement with Defendant for the consideration and on the
16 terms set forth in the Agreement is fair, reasonable, and adequate and is in the best interest of the
17 Class in light of all known facts and circumstances, including the risk of significant delay, defenses
18 asserted by Defendant, and numerous potential appellate issues. There can be no doubt that Counsel
19 for both Parties possessed sufficient information to make an informed judgment regarding the
20 likelihood of success on the merits and the results that could be obtained through further litigation.

21
22 Class Certification Issues

23 30. Plaintiff contends that the proposed settlement meets all of the requirements for class
24 certification under California Code of Civil Procedure § 382 as demonstrated below, and therefore,
25 the Court may appropriately approve the Class as defined in the Agreement. This Court should
26 conditionally certify the Class for settlement purposes only, defined as follows:

27 All individuals who are or previously were employed by Defendant who were
28 classified as non-exempt in the State of California at any time during the Class
Period.

1 (Agreement at ¶ 1.5.)

2 The Class Period is from November 3, 2019 through April 26, 2025. (Agreement at ¶ 1.13.)

3 a. **Numerosity** - Plaintiff asserts that the 150 current and former employees
4 that comprise the Class can be identified based on Defendant's records and are sufficiently
5 numerous for class certification.

6 b. **Common Issues Predominate** - Plaintiff contends that common questions of
7 law and fact are present, specifically the common questions of whether Defendant's employment
8 practices were lawful, whether Defendant failed to provide meal and rest periods to Class Members,
9 whether Defendant miscalculated the regular rate when paying wages to the Class, whether Class
10 Members were lawfully compensated for all hours worked, whether Defendant failed to provide
11 required expense reimbursement, and whether Class Members are entitled to damages and penalties
12 as a result of these practices. Plaintiff contends that certification of this Class is appropriate because
13 Defendant allegedly engaged in uniform practices with respect to the Class Members. As a result,
14 these common questions of liability could be answered on a class wide basis.

15 c. **Typicality** - In this case, Plaintiff contends that the typicality requirement is
16 fully satisfied. Plaintiff, like every other member of the Class, was employed by Defendant during
17 the Class Period, and, like every other member of the Class, was subject to the same employment
18 practices. Plaintiff, like every other member of the Class, also claims owed compensation as a
19 result of the Defendant's uniform company policies and practices. Thus, the claims of Plaintiff and
20 the members of the Class arise from the same course of conduct by Defendant, involve the same
21 issues, and are based on the same legal theories.

22 d. **Adequacy** - Plaintiff contends that the Class Members are adequately
23 represented here because Plaintiff and representing counsel (a) do not have any conflicts of interest
24 with other class members, and (b) will prosecute the case vigorously on behalf of the class. This
25 requirement is met here. First, Plaintiff is well aware of her duties as the representative of the Class
26 and has actively participated in the prosecution of this case to date. Plaintiff effectively
27 communicated with Class Counsel, provided documents and information to Class Counsel, and
28 participated in the investigation and resolution of the class claims. The personal involvement of the

1 Plaintiff was essential to the prosecution of the claims and the monetary settlement reached. Second,
2 Plaintiff retained competent counsel who are experienced in employment class actions and who
3 have no conflicts. Third, there is no antagonism between the interests of the Plaintiff and those of
4 the Class. Both the Plaintiff and the Class Members seek monetary relief under the same set of facts
5 and legal theories.

6 31. Class Counsel's Adequacy of Representation and Absence of Conflict: Blumenthal
7 Nordrehaug Bhowmik De Blouw LLP is experienced in prosecuting class action lawsuits and can
8 competently represent the Class. Other lawyers at my firm and I have extensive class litigation
9 experience. We have handled a number of class actions and complex cases and have acted both as
10 counsel and as lead and co-lead counsel in a variety of these matters. We have successfully
11 prosecuted and obtained significant recoveries in numerous class action lawsuits and other lawsuits
12 involving complex issues of law and fact. My firm is particularly experienced in wage and hour
13 employment law class actions, including claims for misclassification, overtime, expense
14 reimbursement, unlawful deduction of wages, and missed rest and meal periods. Blumenthal
15 Nordrehaug Bhowmik De Blouw LLP has been involved as class counsel in over hundreds of wage
16 and hour class actions. Blumenthal Nordrehaug Bhowmik De Blouw LLP has been found to be
17 adequate counsel by the courts throughout California. We have been approved as experienced class
18 counsel by both state and federal courts in California in contested class certification proceedings. A
19 true and correct copy of the resume of my firm is attached hereto as Exhibit #2. The Class in this
20 settlement is defined as "all individuals who are or previously were employed by Defendant who
21 were classified as non-exempt in the State of California at any time during the Class Period." I
22 have reviewed my firm's cases and representation of other plaintiffs and there is no conflict or
23 representation which would prevent my firm from representing the interests of the Class this case.
24 My firm only represents employees, and not employers. My firm has never represented Defendant
25 nor any affiliate of the Defendant. My firm's only interest in the subject matter of this litigation is
26 to ensure a recovery to the Class and to maximize that recovery. Finally, our allegiance to the Class
27 and the claims of the Class is not inconsistent with our allegiance to pursue the claims on behalf of
28 other employees and classes as the claims are all against different and distinct employers. I can

1 think of no conflict that would arise in our representation of the Class and our adequate
2 representation of the Class is evidenced by the successful prosecution of the class claims to reach an
3 excellent recovery for the Class. Moreover, neither the Plaintiffs nor Class Counsel have any
4 affiliation or relationship with either the Administrator for this settlement or the Children's
5 Advocacy Institute, San Diego as the proposed Cy Pres Recipient. Thus, the adequacy requirement
6 for my firm is satisfied.

7 32. The Class Notice, drafted jointly and agreed upon by the Parties through their
8 respective counsel and to be approved by the Court, includes all relevant information. (See Exhibit
9 "A" to the Agreement.) The Class Notice will include, among other information: (i) information
10 regarding the Action; (ii) the impact on the rights of the Class Members if they do not opt out,
11 including a description of the applicable release; (iii) information to the Class Members regarding
12 how to opt out and how to object to the Settlement; (iv) the estimated Individual Class Payment for
13 each of the Class Members; (iii) the amount of attorneys' fees and expenses to be sought; (v) the
14 amount of the Plaintiff's service award requested; and (vi) the anticipated expenses of the
15 Administrator. The Class Notice Packet will include a Request for Exclusion form and a Dispute
16 form in the mailing. (Agreement at ¶ 1.12.) The Class Notice Packet will include a Spanish
17 translation of the documents. (Agreement at ¶ 1.11.) The Class Notice will state that the Class
18 Members shall have sixty (60) days from the date that the Class Notice is mailed to them (the
19 "Response Deadline") to request exclusion (opt-out) or to submit a written objection. (Agreement
20 at ¶¶ 1.42, 8.5, 8.7.) Class Members shall be given the opportunity to object to the Settlement
21 and/or requests for attorneys' fees and expenses and to appear at the Final Approval Hearing.
22 (Agreement at ¶ 8.7.) Class Members who do not submit a timely and proper request to opt-out will
23 automatically receive a payment of their Individual Class Payment. This notice program was
24 designed to meaningfully reach the Class Members and it advises them of all pertinent information
25 concerning the Settlement.

26
27 33. The PAGA Claim -

28 a. **Approval of PAGA Settlements.** The decision in *O'Connor v. Uber*, 201

1 F.Supp.3d 1110, 1133 (N.D. Cal. 2016), and the LWDA's Response therein is illustrative. The
2 LWDA first states that "when viewing the monetary relief allocated to PAGA claims under a
3 settlement, the LWDA recognizes that the PAGA sum need not necessarily be viewed through the
4 same lens as the relief obtained by absent class members on other claims (i.e., the percentage of
5 recovery-to-exposure on the PAGA claims need not necessarily equal the percentage of recovery on
6 the other claims)." (LWDA Response at p.3). The LWDA also indicated that the payment of
7 money to the aggrieved employees furthers the purposes of PAGA and that the Court considers that
8 primary consideration. "The LWDA recognizes that this Court does not review the PAGA
9 allocation in isolation, but rather reviews the settlement as a whole, to determine whether it is
10 fundamentally fair, reasonable and adequate, with primary consideration for the interests of absent
11 class members." (LWDA Response at p.4).

12 b. **Valuation of the PAGA Claim.** For mediation, Plaintiffs calculated the
13 value of the alleged PAGA claim as to 115 Aggrieved Employees for civil penalties to be between
14 \$100,000 and \$200,000 for a single violation in every one of the 2,000 pay periods at issue in the
15 PAGA Period, depending on whether the violation was \$50 per pay period as in the case of Labor
16 Code § 558(a)(1) or the standard amount of \$100 per pay period for violation of Labor Code § 1198.
17 This valuation assumed that PAGA civil penalties would be awarded at the maximum rate per pay
18 period but without stacking.⁴ The PAGA Penalties allocation in the Settlement is the amount of
19 \$5,000. This allocation is justified by several important considerations. First, the PAGA claim was
20 subject to the same risks as the underlying class claims. Second, Defendant asserted additional
21 defenses to the PAGA claim, not only as to liability but also as to the amount of the penalties.
22 Defendant could also argue that no penalties prior to the PAGA notification should be awarded, and
23 I am aware of one Court which has so ruled. These additional defenses present a risk to the PAGA
24

25 ⁴ Stacking is where more than one civil penalty is imposed in a pay period for the same conduct.
26 The valuation of between \$100,000 and \$200,000 is the civil penalty amount without stacking. If
27 stacking is permitted, then the valuation increases with each additional penalty added to each pay
28 period. Plaintiff, however, is not aware of any PAGA award which permitted stacking and in the
cases cited herein, only one penalty per pay period was assessed. Moreover, the recent amendments
to the PAGA statutes cast further doubt on whether stacking is permitted.

1 claim and the potential that some or all of the PAGA penalties sought may not be awarded. Third,
2 in *Carrington v. Starbucks Corp.*, 30 Cal. App. 5th 504 (2018), the court affirmed a judgment which
3 only provided for a PAGA penalty of \$5 per violation. Therefore, at trial, any PAGA penalties
4 awarded could be significantly less than Plaintiff's calculation even where Plaintiff prevailed on the
5 PAGA claim. Even if we assume that violations for all 2,000 pay periods were established, using
6 the valuation from *Carrington* results in a potential recovery of only \$10,000 under PAGA. This
7 means that the PAGA allocation in the Agreement is a reasonable percentage of this potential
8 PAGA recovery. Fourth, the interests of PAGA are also served by the Class recovery under the
9 reasoning of the LWDA in *O'Connor v. Uber*.

10 c. **Individual PAGA Payments.** The number of Aggrieved Employees are
11 115 who worked an estimated 2,000 pay periods in the PAGA Period. The PAGA Penalties are
12 \$5,000, which means the 25% payable to the Aggrieved Employees is \$1,250, and the remaining
13 75% is paid to the LWDA. Using these figures, the average Individual PAGA Payment of an
14 Aggrieved Employee is \$10.86 and the net payment per PAGA Pay Period is \$0.62 per pay period.

15 d. **Comparable PAGA Settlements.** In reaching the settlement of the PAGA
16 claim, Class Counsel was also aware of what allocations other Courts have approved for similar
17 PAGA settlements as compared to the total settlement amount. A class settlement that allocates
18 approximately 1.5% of the total settlement value to resolve the PAGA claims applicable to the class
19 is also supported by what has been approved in other wage-and-hour class settlements. Indeed,
20 Courts typically approve PAGA settlement amounts in the range of between 0.27 to 2 percent of the
21 total settlement. See *Davis v. Brown Shoe Co.*, 2015 U.S. Dist. LEXIS 149010 (E.D. Cal. 2015)
22 (PAGA Payment of \$5,000 in a \$1.5 million class settlement); *Zamora v. Ryder Integrated*
23 *Logistics, Inc.*, 2014 U.S. Dist. LEXIS 184096 (S.D. Cal. 2014) (\$7,500 payment to LWDA for
24 PAGA on a \$1.5 million class settlement); *Lusby v. Gamestop Inc.*, 2015 U.S. Dist. LEXIS 42637
25 (N.D. Cal. 2015) (PAGA Payment of \$5,000 in a \$500,000 class settlement); *Cruz v. Sky Chefs,*
26 *Inc.*, 2014 U.S. Dist Lexis 17693 (N.D. Cal. 2014) (approving payment of \$10,000 to the LWDA for
27 PAGA out of \$1,750,000 class settlement); *Chu v. Wells Fargo Investments, LLC*, 2011 WL
28 672645, *1 (N.D. Cal. 2011) (approving PAGA payment of \$7,500 to the LWDA out of \$6.9

1 million common-fund settlement); *Franco v. Ruiz Food Products, Inc.*, 2012 WL 5941801, *13
2 (E.D. Cal. 2012) (approving PAGA payment of \$7,500 to the LWDA out of \$2.5 million
3 common-fund settlement); *Hopson v. Hanesbrands Inc.*, 2009 WL 928133, *9 (N.D. Cal. 2009)
4 (approving PAGA allocation that was .49% of \$408,420.32 gross settlement); *Garcia v. Gordon*
5 *Trucking, Inc.*, 10-cv-00324-AWI-SKO, Dkt. 149-3, 165 (E.D. Cal.) (approving a class settlement
6 of \$3,700,000, with \$10,000 allocated to the PAGA claim); *McKenzie v. Federal Express Corp.*,
7 CV 10-02420 GAF (PLAx), Dkt. 139 & 141 (C.D. Cal.) (court approved a settlement in an amount
8 of \$8.25 million, with \$82,500 allotted to the PAGA claim); *DeStefan v Frito-Lay*,
9 8:10-cv-00112-DOC (C.D. Cal.) (court approved a class settlement of \$2 million, with \$10,000
10 allocated to PAGA); *Martino v. Ecolab Inc.*, No. 3:14CV04358 (N.D. Cal. 2017) (\$100,000 allotted
11 as PAGA penalties or 0.48% of \$21,000,000 settlement amount); *East v. Comprehensive*
12 *Educational Services Inc.*, Fresno Superior Court Case No. 11-CECG-04226 (2015) (\$10,000
13 allotted as PAGA penalties or 0.13% of \$7,595,846 settlement amount); *Bararsani v. Coldwell*
14 *Banker Residential Brokerage Company*, Los Angeles Superior Court Case No. BC495767 (2016)
15 (\$10,000 allotted as PAGA penalties or 0.22% of \$4,500,000 settlement amount); *Moppin v. Los*
16 *Robles Medical Center*, No. 5:15CV01551 (C.D. Cal. 2017) (\$15,000 allotted as PAGA penalties or
17 0.40% of \$3,775,000 settlement amount); *Scott-George v. PVH Corporation*. No., 2:13CV00441
18 (E.D. Cal. 2017) (\$15,000 allotted as PAGA penalties or 0.46% of \$3,250,000 settlement amount);
19 *Nehrlich v. RPM Mortgage Inc.*, Orange County Superior Court Case No.
20 30-2013-00666783-CU-OE-CXC (2017) (\$10,000 allotted as PAGA penalties or 0.40% of
21 \$2,500,000 settlement amount); *Rubio v. KTI Incorporated*, San Bernardino Superior Court Case
22 No. CIVDS-14-06132 (2015) (\$1,000 allotted as PAGA penalties or 0.18% of \$550,000 settlement
23 amount); *Gray v. Mountain View Child Care Inc.*, San Bernardino Superior Court Case No.
24 CIVDS-14-02285 (2016) (\$2,500 allotted as PAGA penalties or 0.37% of \$675,000 settlement
25 amount); *Perez v. West Coast Liquidators Inc. d/b/a Big Lots*, San Bernardino Superior Court Case
26 No. CIVDS-14-17863 (2016) (\$3,000 allotted as PAGA penalties or 0.33% of \$900,000 settlement
27 amount); *Penaloza vs. PPG Industries Inc.*, Los Angeles Superior Court No. BC471369 (2013)
28 (\$5,000 allotted as PAGA penalties or 0.38% of \$1,300,000 settlement amount); *Mejia v. DHL*

1 *Express (USA) Inc.*, No. 2:15CV00890 (C.D. Cal. 2017) (\$5,000 allotted as PAGA penalties or
2 0.34% of \$1,450,000 settlement amount).

3
4 34. Attorneys' Fees - The Class Counsel Fees Payment is capped at one-third of the
5 Gross Settlement Amount. My firm's current lodestar for this matter is nearly equivalent to the
6 Class Counsel Fees Payment in the Agreement. There is no fee split of any fee award and 100% of
7 the fee award will be paid to my firm. A fee award that is capped at one-third of the common fund
8 is fair and reasonable, and at the time of final approval, my firm will present lodestar to further
9 support the reasonableness of the requested fee award. My firm has been regularly awarded
10 attorney's fees equal to one-third of the common fund in Court-approved wage and hour class
11 settlements. Some of the class action awards obtained by Class Counsel in similar employment
12 actions throughout the state bear out the reasonableness of a fee and costs award equivalent to one-
13 third (1/3) of the total settlement value: On December 4, 2018, in *Panda Express Wage and Hour*
14 *Cases* (Los Angeles Superior Court, Case No. JCCP 4919) Judge Carolyn Kuhl awarded Class
15 Counsel a one-third fee award in a wage and hour class settlement. On January 31, 2020, in *El*
16 *Pollo Loco Wage and Hour Cases* (Orange County Superior Court Case No. JCCP 4957) Judge
17 William Claster awarded Class Counsel a one-third award in a wage and hour class settlement. On
18 February 11, 2020, in *Singh v. Total Renal Care* (San Francisco Superior Court Case No. CGC-16-
19 550847) Judge Ethan Schulman awarded Class Counsel a one-third award in a wage and hour class
20 settlement. On April 15, 2021, in *Walker v. Brink's Global Services USA* (Los Angeles County
21 Superior Court Case No. BC564369) Judge Amy Hogue awarded Class Counsel a one-third award
22 in a wage and hour class settlement. On June 2, 2021, in *Pacia v. CIM Group, L.P.* (Los Angeles
23 Superior Court Case No. BC709666), Judge Amy D. Hogue awarded Class Counsel a one-third fee
24 award in a wage and hour class settlement. On November 8, 2021, in *Securitas Wage and Hour*
25 *Cases* (Los Angeles Superior Court Case No. JCCP4837) Judge David Cunningham awarded a
26 one-third fee award in a wage and hour class settlement. On November 17, 2021, in *Leon v. Sierra*
27 *Aluminum Company* (San Bernardino Superior Court Case No. CIVDS2010856) Judge David Cohn
28 awarded a one-third fee award in a wage and hour class settlement. On March 17, 2022, in *See's*

1 *Candies Wage and Hour Cases* (Los Angeles Superior Court Case No. JCCP5004) Judge Maren
2 Nelson awarded a one-third fee award in a wage and hour class action settlement. On April 12,
3 2022, in *O'Donnell v. Okta, Inc.*, (San Francisco Superior Court Case No. CGC-20-587665) Judge
4 Richard Ulmer awarded a one-third fee award in a wage and hour class action settlement. On June
5 30, 2022, in *Armstrong, et al. v. Prometric LLC* (Los Angeles Superior Court Case No.
6 20STCV29967), Judge Maren E. Nelson awarded a one-third fee award in a wage and hour class
7 action. On July 13, 2022, in *Crum v. S&D Carwash Management LLC*, (Sacramento Superior Court
8 Case No. 2019-00251338), Judge Christopher E. Krueger awarded a one-third fee award in a wage
9 and hour class action settlement. On August 10, 2022, in *Spears, et al. v. Health Net of California,*
10 *Inc.*, (Sacramento Superior Court Case No. 34-2017-00210560-CU-OE-GDS), Judge Christopher E.
11 Krueger awarded a one-third fee award in a wage and hour class action settlement. On September 7,
12 2022, in *Lucchese, et al. v. Kone, Inc.*, (San Francisco Superior Court Case No. CGC-20-588225),
13 Judge Richard B. Ulmer, Jr. awarded a one-third fee award in a wage and hour class action
14 settlement. On November 4, 2022, in *Infinity Energy Wage and Hour Cases* (San Diego Superior
15 Court, Case No. JCCP5139), Judge Keri Katz awarded a one-third fee award in a wage and hour
16 class action settlement. On February 1, 2023, in *Hogan v. AECOM Technical Services, Inc.* (Los
17 Angeles Superior Court Case No. 19STCV40072), Judge Stuart Rice awarded a one-third fee award
18 in a wage and hour class settlement. On February 28, 2023, in *Farthing v. Milestone Technologies*
19 (San Francisco Superior Court Case No. CGC-21-591251), Judge Richard B. Ulmer, Jr. awarded a
20 one-third fee award in a wage and hour class action settlement. On March 2, 2023, in *Leon v.*
21 *Calaveras Materials* (Kings County Superior Court Case No. 21C-0105), Judge Melissa D'Morias
22 awarded a one-third fee award in a wage and hour class settlement. On June 20, 2023, in *Gonzalez*
23 *v. Pacific Western Bank* (San Bernardino County Superior Court Case No. CIVSB2127657) Judge
24 David Cohn awarded a one-third fee award in a wage and hour class settlement, On June 30, 2023,
25 in *Aguirre v. Headlands Ventures* (Sacramento County Superior Court Case No.
26 34-2021-00297290), Judge Jill Talley approved a one-third fee award in a wage and hour class
27 settlement. On October 16, 2023, in *Flores v. Walmart*, (San Bernardino County Superior Court
28 Case No. CIVDS2023061) Judge Joseph T. Ortiz awarded a one-third fee award in a wage and hour

1 class settlement. On November 17, 2023, in *Silva v. Woodward HRT* (Los Angeles County Superior
2 Court Case No. 21STCV42692), Judge Maren Nelson awarded a one-third fee award in a wage and
3 hour class settlement. On November 29, 2023, in *Ochoa-Andrade v. See's Candies* (San Mateo
4 County Superior Court Case no. 22-CIV-02481), Judge Marie Weiner approved a one-third fee
5 award in a wage and hour class settlement. On September 12, 2024, in *Murdock v. Aspen Surgery*
6 *Center* (Contra Costa County Superior Court Case No. MSC21-02047), Judge Charles Treat
7 approved a one-third fee award in a wage and hour class settlement. On October 8, 2024, in *Rattler*
8 *v. Pacific Coast Container* (Alameda Superior Court Case No. 22CV015216), Judge Michael
9 Markman approved a one-third fee award in a wage and hour class settlement. On January 14,
10 2025, in *Curry v. United Health Care Staffing* (San Francisco Superior Court Case No.
11 CGC-21-597339), Judge Curtis Karnow approved a one-third fee award in a wage and hour class
12 settlement. On January 17, 2025, in *Virgen v. Curaleaf* (Sacramento County Superior Court Case
13 No. 34-2022-00314655), Judge Lauri Damrell approved a one-third fee award in a wage and hour
14 class settlement. On February 7, 2025, in *Wong v. Nurse Logistics* (Santa Clara County Superior
15 Court Case No. 22CV408939), Judge Theodore Zayner approved a one-third fee award in a wage
16 and hour class settlement. On June 27, 2025, in *Macias v. Positive Behavior* (Sacramento County
17 Superior Court Case No. 34-2023-00337859), Judge Lauri Damrell approved a one-third fee award
18 in a wage and hour class settlement. A fee award equal to one-third of the common fund is therefore
19 reasonable in light of the fees that have been awarded in other similar cases.

20
21 35. Class Representative Service Payments - The reasonableness of the requested service
22 award is also established by reference to the amounts that other California courts have found to be
23 reasonable in wage and hour class action settlements: *Andrews v. Plains All Am. Pipeline L.P.*,
24 2022 U.S. Dist. LEXIS 172183, at *11 (C.D. Cal. 2022) (finding that the requested service awards
25 of \$15,000 each are appropriate); *Reynolds v. Direct Flow Med., Inc.*, 2019 U.S. Dist. LEXIS
26 149865, at *19 (N.D. Cal. 2019) (granting request for \$12,500 service award); *Mathein v. Pier 1*
27 *Imps.*, 2018 U.S. Dist. LEXIS 71386, 168 (E.D. Cal. 2018) (approving two service awards of
28 \$12,500 each); *Louie v. Kaiser Foundation Health Plan, Inc.*, 2008 WL 4473183, *7 (S.D. Cal. Oct.

06, 2008) (awarding \$25,000 service award to each of six plaintiffs in overtime class action);
Holman v. Experian Info. Solutions, Inc., 2014 U.S. Dist. LEXIS 173698 (approving \$10,000
service award where class member recovery was \$375); *Ontiveros v. Zamora*, 303 F.R.D. 356, 366
(E.D. Cal. 2014) (reducing \$20,000 award to \$15,000 where the plaintiff brought a class claim in
lieu of bringing an individual action); *Glass v. UBS Fin. Servs.*, 2007 U.S. Dist. LEXIS 8476 at *51-
*52 (N.D. Cal. 2007) (awarding \$25,000 service award in overtime wage class action); *Zamora v.*
Balboa Life & Casualty, LLC, Case No. BC360036, Los Angeles County Superior Court (Mar. 7,
2013) (awarding \$25,000 service award); *Aguiar v. Cingular Wireless, LLC*, Case No. CV 06-8197
DDP (AJWx) (C.D. Cal. Mar. 17, 2011) (awarding \$14,767 service award); *Magee v. American*
Residential Services, LLC, Case No. BC423798, Los Angeles County Superior Court (Apr. 21,
2011) (awarding \$15,000 service award); *Mares v. BFS Retail & Commercial Operations, LLC*,
Case No. BC375967, Los Angeles County Superior Court (June 24, 2010) (awarding \$15,000
service award); *Baker v. L.A. Fitness Int'l, LLC*, Case No. BC438654, L.A. County Superior Court
(Dec. 12, 2012) (awarding \$10,000 service awards to three named plaintiffs); *Blue v. Coldwell*
banker Residential Brokerage Co., Case No. BC417335, Los Angeles County Superior Court (Mar.
21, 2011) (awarding \$10,000 service award); *Buckmire v. Jo-Ann Stores, Inc.*, Case No. BC394795,
Los Angeles County Superior Court (June, 11, 2010) (awarding \$10,000 service awards); *Coleman*
v. Estes Express Lines, Inc., Case No. BC429042, Los Angeles County Superior Court (Oct. 3,
2013) (awarding \$10,000 service award); *Ethridge v. Universal Health Services, Inc.*, Case No.
BC391958, Los Angeles County Superior Court (May 27, 2011) (awarding \$10,000 service award);
Hickson v. South Coast Auto Ins. Marketing, Inc., Case No. BC390395, Los Angeles County
Superior Court (Mar. 27, 2012) (awarding \$10,000 service award); *Hill v. sunglass Hut Int'l, Inc.*,
Case No. BC422934, Los Angeles County Superior Court (July 2, 2012) (awarding \$10,000 service
award); *Kambamba v. Victoria's Secret Stores, LLC*, Case No. BC368528, Los Angeles County
Superior Court, (Aug. 19, 2011) (awarding \$10,000 service award together with additional
compensation for their general release); *Nevarez v. Trader Joe's Co.*, Case No. BC373910, Los
Angeles County Superior Court (Jan. 29, 2010) (awarding \$10,000 service award); *Ordaz v. Rose*
Hills Mortuary, L.P., Case No. BC386500, Los Angeles County Superior Court, (Mar. 19,

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

36. Potentially Related Other Actions - I am unaware of any other related cases pending against Defendant which would be impacted by this settlement. (Agreement at ¶ 2.10.) I have searched the LWDA database which evidences that there are no other currently pending PAGA notices served against Defendant (other than the PAGA Notice served by Plaintiff here).

1 37. Administration - After seeking bids from qualified administrators, the estimate from
2 Apex Class Action LLC was selected, as it provided for an estimate of \$6,450 to perform the
3 settlement administration for a Class of up to 175 with any difference between the actual expenses and
4 the budget of \$7,200 to be retained in the Net Settlement Amount for distribution to the Class. I
5 have used Apex Class Action successfully as the administrator in more than twenty class settlements
6 in the last few years and know them to be competent and experienced. My firm has no relationship
7 or connection with Apex Class Action, and thus no conflict of interest exists. Submitted herewith is
8 a true and correct copy of the Declaration of Sean Hartranft from Apex Class Action which
9 establishes its experience and security procedures, and also attaches the estimate for administration.

10
11 Service on the LWDA:

12 38. At the same time as the filing and service of this declaration, I am also serving the
13 LWDA with the entire motion for preliminary approval which includes the Class Action and PAGA
14 Settlement Agreement. This service is verified by the accompanying proof of service.

15
16 Defendant's Declaration Under Paragraph 7.1:

17 40. Defendant has provided the Declaration of Jim McNamee in compliance with
18 paragraph 7.1 of the Agreement. The Declaration of Jim McNamee confirms that Defendant does
19 not have any conflicts with the Administrator and that Defendant is not aware of any other actions
20 that would be adversely affected by this settlement. A copy of the Declaration of Jim McNamee is
21 attached hereto as Exhibit #4.

22
23 41. Final Approval Hearing. Plaintiff proposes a Final Approval Hearing date of March
24 15, 2027, which is at least four months from the date of the Preliminary Approval Order.

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1 I declare under penalty of perjury under the laws of the State of California that the foregoing
2 is true and correct. Executed this 18th day of September, 2026, at La Jolla, California.

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4 By: /s/ Kyle Nordrehaug
5 Kyle Nordrehaug
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EXHIBIT #1

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between plaintiff Sarah Dulfer (“Plaintiff”) and defendant West Coast Self-Storage Group, LLC (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as the “Parties,” or individually as “Party.”

1. DEFINITIONS

In addition to other terms defined in this Agreement, the terms below have the following meaning in this Agreement:

- 1.1. “Action” means the Plaintiff’s lawsuit alleging wage and hour violations against Defendant captioned *Sarah Dulfer v. West Coast Self-Storage Group, LLC*, Case No. Case No. 30-2023-01359316-CU-OE-CXC, initiated on November 3, 2023 and pending in Superior Court of the State of California, County of Orange.
- 1.2. “Administrator” means Apex Class Action Administration, the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval.
- 1.4. “Aggrieved Employees” means all individuals who are or previously were employed by Defendant who were classified as non-exempt in the State of California at any time during the PAGA Period.
- 1.5. “Class” means all individuals who are or previously were employed by Defendant who were classified as non-exempt in the State of California at any time during the Class Period.
- 1.6. “Class Counsel” means Norman B. Blumenthal, Kyle R. Nordrehaug, Aparajit Bhowmik, Victoria B. Rivapalacio, Christine T. LeVu, Brooke W. Waldrop, and Adolfo Sanchez Contreras of Blumenthal Nordrehaug Bhowmik De Blouw LLP.
- 1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts to be paid to Class Counsel for fees and expenses, respectively, as approved by the Court, to compensate Class Counsel for their legal work in connection with the Action, including their pre-filing investigation, their filing of the Action, all related litigation activities, all Settlement work, all post-Settlement compliance procedures, and related litigation expenses billed in connection with the

Action.

- 1.8. “Class Data” means Class Member identifying information in Defendant’s possession including the Class Member’s name, last-known mailing address, Social Security number, email address (if known and available to Defendant), and number of Workweeks and PAGA Pay Periods.
- 1.9. “Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non- Participating Class Member who qualifies as an Aggrieved Employee).
- 1.10. “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members by use of available email addresses, phone numbers, social security numbers, credit reports, LinkedIn and Facebook.
- 1.11. “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English with a Spanish translation, in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.
- 1.12. “Class Notice Packet” means the Class Notice to be provided to the Class Members by the Administrator along with a Request for Exclusion form and Dispute form substantively in the forms attached hereto as Exhibit A to this Agreement (other than formatting changes to facilitate printing by the Administrator).
- 1.13. “Class Period” means the period of time from November 3, 2019 through April 26, 2025.
- 1.14. “Class Representative” means the named Plaintiff in the Operative Complaint in the Action seeking Court approval to serve as a Class Representative.
- 1.15. “Class Representative Service Payment” means the service payment made to the Plaintiff as Class Representative in order to compensate for initiating the Action, performing work in support of the Action, undertaking the risk of liability for Defendant’s expenses, and for the general release of all claims by the Plaintiff.
- 1.16. “Court” means the Superior Court of California, County of Orange.
- 1.17. “Defendant” means West Coast Self-Storage Group, LLC.
- 1.18. “Defense Counsel means Noah J. Woods of Littler Mendelson P.C.

- 1.19. “Effective Date” means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final and no longer appealable. For purposes of this Agreement, “becomes final and is no longer appealable” shall mean the later of: (a) the day after the last date by which a notice of appeal, writ, or other appellate proceeding to the applicable Court of Appeal of the order and judgment approving this Agreement may be timely filed and none is filed (*i.e.*, 61 days from notice of entry of judgment); (b) if an appeal, writ, or other appellate proceeding is filed, and the appeal is finally disposed of by ruling, dismissal, denial, or in any other manner that confirms the validity of the order and judgment, the day after the last date for filing a request for further review of the order and judgment approving this Agreement passes, and no further review is requested; or (c) if an appeal, writ, or other appellate proceeding is filed and the order approving this Agreement is affirmed and further review of the order is requested, the day after the review is finally resolved and the order and judgment approving this Agreement is affirmed.
- 1.20. “Final Approval” means the Court’s order granting final approval of the Settlement substantially in the form attached hereto as Exhibit C to this Agreement and incorporated by reference into this Agreement.
- 1.21. “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement to determine whether to approve finally and implement the terms of this Agreement and enter the Judgment.
- 1.22. “Gross Settlement Amount” means Three Hundred Twenty-Five Thousand Dollars (\$325,000) which is the total amount to be paid by Defendant as provided by this Agreement except as provided in Paragraph 9 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment and the Administration Expenses Payment. This Gross Settlement Amount is an all-in amount without any reversion to Defendant, and excludes any employer payroll taxes, if any, due on the portion of the Individual Class Payments allocated to wages which shall not be paid from the Gross Settlement and shall be the separate additional obligation of Defendant.
- 1.23. “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.
- 1.24. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked during the PAGA Period.

- 1.25. “Judgment” means the judgment entered by the Court based upon Final Approval substantially in the form attached hereto as Exhibit C to this Agreement and incorporated by reference into this Agreement.
- 1.26. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.27. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.28. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The Net Settlement Amount is to be paid to Participating Class Members as Individual Class Payments.
- 1.29. “Non-Participating Class Member” means a Class Member who opts out of the Class Settlement by submitting a valid and timely Request for Exclusion to the Administrator.
- 1.30. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.
- 1.31. “PAGA Period” means the period of time from July 26, 2022 through April 26, 2025.
- 1.32. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).
- 1.33. “PAGA Notice” means the Plaintiff’s July 26, 2023 letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).
- 1.34. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$1,250) and the 75% to LWDA (\$3,750) in settlement of PAGA claims.
- 1.35. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion.
- 1.36. “Plaintiff” means Sarah Dulfer, the named plaintiff in the Action.
- 1.37. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement, substantially in the form attached hereto as Exhibit B to this Agreement and incorporated by this reference herein.

1.38. “Released Class Claims” means all claims that were alleged, or reasonably could have been alleged based on the facts stated in the Operative Complaint that occurred during the Class Period for unpaid wages (including premiums) or other compensation allegedly owed, or for damages, penalties, restitution, interest, liquidated damages, attorneys’ fees, or costs, or any other recovery including under the California Labor Code and corresponding provisions of Wage Orders, for: (1) Unfair Competition pursuant to Cal. Bus. & Prof. Code §§ 17200, *et seq.*, (2) Failure to Pay Minimum Wage; (3) Failure to Pay Overtime; (4) Failure to Provide Meal Periods; (5) Failure to Provide Rest Breaks; (6) Failure to Provide Compliant Wage Statements; (7) Failure to Reimburse Business Expenses; (8) Failure to Pay Wages When Due; (9) waiting time penalties; (10) Failure to Pay Sick Pay Wages; including all claims and/or penalties brought under or pursuant to Labor Code §§ 201-204, 210, 218, 221, 226, 226.7, 227.3, 233, 246 *et seq.*, 510, 512, 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5 (A)-(B), and the IWC Wage Orders (“Released Class Claims”). It is the intent of the Parties that the judgment entered by the Court upon final approval of the Settlement shall have res judicata effect and be final and binding upon Plaintiff and all Class Members who have not expressly opted out of the settlement. Class Members do not release any other claims, including 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 Class Period.

1.39. “Released PAGA Claims” means all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint during the PAGA Period and/or the PAGA notice including Labor Code §§ 201-204, 210, 218, 221, 226, 226.7, 227.3, 233, 246, 510, 512, 558, 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5 (A)-(B), California Code of Regulations, Title 8 Section 1 1070 (14) (Failure to Provide Seating), and the IWC Wage Orders, that accrued at any time between July 26, 2022 to the date of approval of this Agreement. The express purpose of this Agreement and the Judgment to be entered by the Court following approval of this settlement is to forever bar Plaintiff, the LWDA, and any other individual or entity acting on behalf of or purporting to act on behalf of the LWDA (including all Aggrieved Employees) from asserting any of the PAGA Released Claims that occurred during the PAGA Period in any future litigation. All PAGA Members will be bound by the settlement of the PAGA claims that occurred during the PAGA Period being released herein, upon its approval by the Court, regardless of whether he or she negotiates (i.e. cashes or deposits) his or her settlement check. The Released PAGA Claims do not include other PAGA claims not alleged in the PAGA notice or Operative Complaint (except for those that reasonably could have been alleged, based on the facts stated in the Operative Complaint), underlying wage and hour claims, claims for wrongful termination, discrimination, unemployment insurance, disability and worker’s compensation, and claims outside of the PAGA Period.

1.40. “Released Parties” means: Defendant and each of its former and present directors,

officers, shareholders, employees, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, and affiliates.

1.41. “Request for Exclusion” means a Class Member’s submission of a written request to be excluded from the Class Settlement signed by the Class Member.

1.42. “Response Deadline” means sixty (60) calendar days after the Administrator mails Class Notice Packet to Class Members and Aggrieved Employees, and shall be the last date on which Class Members may: (a) submit Requests for Exclusion from the Settlement, or (b) submit his or her Objection to the Settlement. Class Members to whom Class Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline has expired.

1.43. “Settlement” means the disposition of the Action and all related claims effectuated by this Agreement and the Judgment.

1.44. “Workweek” means any week during the Class Period in which a Class Member worked for Defendant as a Class Member for at least one day.

2. RECITALS

2.1. On November 3, 2023, Plaintiff commenced this Action by filing a Complaint against Defendant in the Superior Court of the State of California, County of Orange. Plaintiff’s Complaint asserted claims that Defendant:

- (a) Violated California Business and Professions Code § 17200 et seq.;
- (b) Failed to pay minimum wages in violation of California Labor Code §§ 1194, 1197 & 1197.1;
- (c) Failed to pay overtime wages in violation of California Labor Code § 510, et seq.;
- (d) Failed to provide required meal periods in violation of California Labor Code §§ 226.7 & 512 and the applicable IWC Wage Order;
- (e) Failed to provide required rest periods in violation of California Labor Code §§ 226.7 & 512 and the applicable IWC Wage Order;
- (f) Failed to provide accurate itemized wage statements in violation of California Labor Code § 226;
- (g) Failed to reimburse employees for required expenses in violation of California Labor Code § 2802;
- (h) Failed to provide wages when due in violation of California Labor Code §§ 201, 202 and 203;
- (i) Failed to pay sick pay in violation of California Labor Code §§ 201-204, 233 and 246; and,
- (j) Constructive discharge and other Adverse Employment Actions in violation of public policy.

- 2.2. On November 30, 2023, Plaintiff filed a Representative Action Complaint alleging a single cause of action against Defendant for recovery of civil penalties for violation of Private Attorney General Act, Cal. Labor Code §§ 2698, et seq. (“PAGA”) in the Superior Court of the State of California, County of Santa Clara (“PAGA Action”).
- 2.3. On August 26, 2025, Plaintiff filed a First Class and Representative Action Complaint in the Action to add an additional claim for recovery of civil penalties in violation of PAGA.
- 2.4. The First Class and Representative Action Complaint is the operative complaint in the Action (the “Operative Complaint”).
- 2.5. Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in the Operative Complaint and denies any and all liability for the causes of action alleged.
- 2.6. In addition to the Gross Settlement Amount, Defendant has agreed to separately settle Plaintiff’s individual claims for wrongful termination pursuant to a separate Confidential Settlement Agreement (“Individual Settlement” or “Individual Settlement Agreement”). 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 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 amount is not disclosed publicly.
- 2.7. On February 26, 2025, the Parties participated in an all-day mediation presided over by Tagore Subramaniam, a respected mediator of wage and hour representative and class actions. Following the mediation, each side, represented by its respective counsel, were able to agree to settle the Action based upon a mediator’s proposal which was memorialized in the form of a Memorandum of Understanding. This Agreement replaces and supersedes the Memorandum of Understanding and any other agreements, understandings, or representations between the Parties.
- 2.8. Prior to mediation, Plaintiff obtained sufficient documents and information to sufficiently investigate the claims such that Plaintiff’s investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 (“*Dunk/Kullar*”).
- 2.9. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission by Defendant that the claims in the Action of Plaintiff or the Class have merit or that Defendant bears any liability to Plaintiff or the Class on those claims or any other claims, or as an admission by Plaintiff that Defendant’s defenses in the Action have merit. The Parties

agree to certification of the Class for purposes of this Settlement only. If for any reason the settlement does not become effective, Defendant reserves the right to contest certification of any class for any reason and reserves all available defenses to the claims in the Action.

- 2.10. The Parties, Class Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS

- 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below, Defendant promises to pay \$325,000 and no more as the Gross Settlement Amount. This amount is all-inclusive of all payments contemplated in this resolution, excluding any employer-side payroll taxes on the portion of the Individual Class Payments allocated to wages which shall be separately paid by Defendant to the Administrator. Defendant has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

- 3.2. Payments from the Gross Settlement Amount. Subject to the terms and conditions of this Agreement, the Administrator will make the following payments out of the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval.

- (a) To Plaintiff: Class Representative Service Payment to the Class Representative of not more than \$15,000 (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member). Defendant will not oppose Plaintiff's request for a Class Representative Service Payment that does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiff will seek Court approval for any Class Representative Service Payments no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Class Representative Service Payment.
- (b) To Class Counsel: A Class Counsel Fees Payment of not more than one-third (1/3) of the Gross Settlement Amount, which is currently estimated to be \$108,333, and a Class Counsel Litigation Expenses Payment of not more than \$20,000. Defendant will not oppose requests for these payments provided that do not exceed these amounts. Plaintiff and/or Class Counsel will file a motion for Class Counsel Fees Payment and

Class Litigation Expenses Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these payments.

- (c) To the Administrator: An Administration Expenses Payment not to exceed \$7,200 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses Payment is less or the Court approves payment less than \$7,200, the Administrator will retain the remainder in the Net Settlement Amount for distribution to Participating Class Members.
- (d) To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$5,000 to be paid from the Gross Settlement Amount, with 75% (\$3,750) allocated to the LWDA PAGA Payment and 25% (\$1,250) allocated to the Individual PAGA Payments.
 - i. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$1,250) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.
 - ii. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.
- (e) To Each Participating Class Member: An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks.
 - i. Tax Allocation of Individual Class Payments. 33% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. 67% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for non-wages,

expense reimbursement, interest and penalties (the “Non-Wage Portion”). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

- ii. Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.
- (f) The settlement payments made to Plaintiff and Class Members under this settlement, and any other payments made pursuant to this Agreement, will not be utilized to calculate any additional benefits under any benefit plans to which any Class Members may be eligible, including, but not limited to, profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. The Parties’ intention that this settlement will not affect any rights, contributions, or amounts to which Plaintiff and Class Members may be entitled under any benefit plans. The payment under this Agreement shall not obligate Defendant to confer any additional benefits or make any additional payments to Class Members beyond those specified in this Agreement.

4. SETTLEMENT FUNDING

- 4.1. Class Workweeks and Aggrieved Employee Pay Periods. Based on its records, Defendant has represented that the Class consists of approximately 150 Class Members who collectively worked approximately 6,653 Workweeks during the Class Period, as of February 26, 2025, and approximately 115 Aggrieved Employees who worked approximately 2,000 PAGA Pay Periods during the PAGA Period, as of February 26, 2025.
- 4.2. Class Data. Not later than 15 days after the Court grants Preliminary Approval of the Settlement, Defendant will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members’ privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted Class Member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Class 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 Class Data.

- 4.3. Funding of the Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendant's share of payroll taxes by transmitting the funds to the Administrator no later than 21 days after the Effective Date.

5. PAYMENTS FROM THE GROSS SETTLEMENT AMOUNT

- 5.1. Within 14 days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment.
- 5.2. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members 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 Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Class Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Administrator must update the recipients' mailing addresses using the National Change of Address Database. If a Participating Class Member's or Aggrieved Employee's check is not cashed within 120 days after its last mailing to the affected individual, the Administrator will also send the individual a notice informing him or her that unless the check is cashed by the void date, it will expire and become non-negotiable, and offer to replace the check if it was lost or misplaced but not cashed.
- 5.3. The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without USPS forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.
- 5.4. For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to a Court-approved nonprofit organization or foundation consistent with Code of Civil Procedure Section 384(b) ("Cy Pres

Recipient”). The Parties shall request the Court approve the Children’s Advocacy Institute, San Diego as the Cy Pres Recipient. The Parties, Class Counsel and Defense Counsel represent that they have no interest or relationship, financial or otherwise, with the intended Cy Pres Recipient.

5.5. The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

6. RELEASE OF CLAIMS. Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, Participating Class Members, Aggrieved Employees and the LWDA will release claims against all Released Parties as follows:

6.1. Plaintiff’s Release. Plaintiff and his or her respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences that occurred at any time prior to Plaintiff’s execution of this Settlement, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained, in the Operative Complaint and (b) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the Operative Complaint and/or Plaintiff’s PAGA Notice (“Plaintiff’s Release”). Plaintiff’s Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, or workers’ compensation benefits that arose at any time, or based on occurrences outside the Class Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff’s Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff’s discovery of them.

(a) Plaintiff’s Waiver of Rights Under Civil Code Section 1542. For purposes of Plaintiff’s Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

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

Plaintiff’s release expressly excludes Plaintiff’s wrongful termination claim, which is which is subject to a separate release contained in Plaintiff’s Individual Settlement Agreement.

- 6.2. Release by Participating Class Members. All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from the Released Class Claims.
- 6.3. Release of PAGA Claims. All Aggrieved Employees and the LWDA are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from the Released PAGA Claims.
7. **MOTION FOR PRELIMINARY APPROVAL.** The Parties agree to jointly prepare and file a motion for preliminary approval (“Motion for Preliminary Approval”) that complies with the Court’s procedures and instructions.
- 7.1. Defendant’s Responsibilities. Within 14 days of the full execution of this Agreement, Defendant will prepare and deliver to Class Counsel a signed Declaration disclosing all facts relevant to any actual or potential conflicts of interest with the Administrator and the Cy Pres Recipient. In the Declaration, Defendant shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement. Prior to the filing of the Motion for Preliminary Approval, Defendant shall provide to Class Counsel the number of Class Members and the number of Workweeks for the Class during the Class Period.
- 7.2. Plaintiff’s Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its “not to exceed” bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members and/or the proposed Cy Pres Recipient; and the nature and extent of any financial relationship with Plaintiff, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiff confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, and/or the Administrator and/or the proposed Cy Pres Recipient; (v) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); (vi) a redlined version of the parties’ Agreement showing all modifications made to the Model Agreement ready for filing with the Court; and (vii) all facts relevant to any actual or potential conflict of

interest with Class Members, the Administrator and/or the Cy Pres Recipient, if any. In their Declarations, Plaintiff and Class Counsel Declaration shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement

- 7.3. Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than 30 days after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.
- 7.4. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense 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 Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense 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.

8. SETTLEMENT ADMINISTRATION

- 8.1. Selection of Administrator. The Parties have jointly selected Apex Class Action Administration to serve as the 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 Administration Expenses. The Administrator's duties will include preparing, printing, and mailing the Class Notice Packet to all Class Members; conducting a National Change of Address search to update Class Member addresses before mailing the Class Notice Packets; re-mailing Class Notice Packets that are returned to the Class Member's new address; setting up a toll-free telephone number and email and a fax number to receive communications from Class Members; receiving and reviewing for validity completed Requests for Exclusion; providing the Parties with weekly status reports about the delivery of Class Notice Packets and receipt of Requests for Exclusion, objections and disputes; calculating Individual Class Payments and Individual PAGA Payments; issuing the checks to effectuate the payments due under the Settlement; issuing the tax reports required under this Settlement; and otherwise administering the Settlement pursuant to this Agreement. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.
- 8.2. Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.

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

8.4. Notice to Class Members.

- (a) No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, PAGA Members, Workweeks, and Pay Periods in the Class Data.
- (b) Using best efforts to perform as soon as possible, and in no event later than 14 days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service (“USPS”) mail, the Class Notice with Spanish translation, substantially in the form attached to this Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.
- (c) Not later than 7 days after the Administrator’s receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.
- (d) The deadlines for Class Members’ written objections, Challenges to Workweeks and/or Pay Periods, and Requests for Exclusion will be extended an additional 14 days beyond the Response Deadline provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.
- (e) If the Administrator, the Parties, Defense Counsel or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith, in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than 14 days after receipt of Class Notice, or the deadline dates in the Class Notice, whichever are later.

8.5. Requests for Exclusion (Opt-Outs) from Class Settlement.

- (a) Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than the Response Deadline (plus an additional 14 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline. Aggrieved Employees cannot exclude themselves or opt out of the release of claims set forth in Paragraphs 1.39 and 6.3
- (b) The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.
- (c) Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Paragraph 6.2 of the Agreement, regardless whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.
- (d) Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraphs 1.39 and 6.3 of this Agreement and are eligible for an Individual PAGA Payment. If a Class Member submits both a Request for Exclusion and an objection, only the Request for Exclusion will be accepted and the objection will be void.

8.6. Challenges to Calculation of Workweeks. Each Class Member shall have until the Response Deadline (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. The

Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination as to the challenges

8.7. Objections to Settlement.

- (a) Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service Payment.
- (b) Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, or in addition to a written objection, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than the Response Deadline (plus an additional 14 days for Class Members whose Class Notice was re-mailed).
- (c) Non-Participating Class Members have no right to object to any of the class action components of the Settlement. If a Class Member submits both a Request for Exclusion and an objection, only the Request for Exclusion will be accepted and the objection will be void.

8.8. Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

- (a) Website, Email Address and Toll-Free Number. The Administrator will establish and maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payment, the Final Approval and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.
- (b) Request for Exclusion (Opt-Outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity.

Not later than 7 days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion (“Exclusion List”); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).

- (c) Workweek and/or Pay Period Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Workweeks and/or Pay Periods. The Administrator’s decision shall be final and not appealable or otherwise susceptible to challenge.
- (d) Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks and/or Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments (“Weekly Report”). The Weekly Reports must include the Administrator’s assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.
- (e) Administrator’s Declaration. Not later than 7 days before the date by which Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator’s declaration(s) in Court.
- (f) Final Report by Administrator. Within 10 days after the Administrator disburses all funds of the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 7 days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court. If a second declaration attesting to the distribution of uncashed checks is required, the

Administrator shall provide this second declaration at least 7 days before any deadline for a second declaration and Class Counsel shall be responsible for filing the second declaration with the Court.

- 9. CLASS SIZE MODIFICATION AND ESCALATOR CLAUSE.** Based on its records, Defendant provided estimated figures as to the Class size as set forth in paragraph 4.1 above. Prior to the filing of the Motion for Preliminary Approval, Defendant shall provide to Class Counsel the number of Class Members and the number of Workweeks for the Class during the Class Period. Defendant estimated that the calculated number of workweeks from November 23, 2019 through the mediation date on February 26, 2025 is approximately 6,653 workweeks (“Mediation Workweeks”). Any finding of Workweeks during the Class Period that exceeds the Mediation Workweeks count by more than 10% (for a total of 7,319 workweeks) at the option of Defendant, Defendant shall either increase the Gross Settlement Amount or elect to move the end date for the Class Period and the end date for the PAGA Period to the latest date before the Preliminary Approval that does not exceed 7,319 workweeks. In the event Defendant elects to extend the Class Period to a date wherein the total workweeks is more than 7,319, the Gross Settlement Amount will be increased by determining the workweek value calculated based on 7,319 workweeks divided by the Gross Settlement Amount multiplied by the additional number of workweeks beyond. For example, if the total number of workweeks by the end of the Class Period is 8,000 and the workweek value is \$44.40 per workweek, Defendant would have to increase the Gross Settlement Amount by \$30,236.40 ($8,000 - 7,319 = 681 \times \44.40). Any election by the Defendant to move the end date for the Class Period and the end date for the PAGA Period shall be made prior to the hearing on the Motion for Preliminary Approval.
- 10. DEFENDANT’S RIGHT TO WITHDRAW.** If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 5% of the total of all Class Members, Defendant may, but is not obligated, elect to withdraw from the Settlement. The Parties agree that, if Defendant withdraws, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Defendant will remain responsible for paying all Administration Expenses incurred as of the date Defendant makes this election to withdraw. Defendant must notify Class Counsel and the Court of its election to withdraw not later than 7 days after the Administrator sends the final Exclusion List to Defense Counsel. Invalid Requests for Exclusion will have no effect on this threshold for an election.
- 11. MOTION FOR FINAL APPROVAL.** Unless otherwise ordered by the Court, not later than 16 court days before the calendared Final Approval Hearing, Plaintiff will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699(1), a Proposed Final Approval Order and a proposed Judgment (collectively “Motion for Final Approval”). Plaintiff shall provide drafts of these documents to Defense Counsel not later than 7 days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

- 11.1. Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than 5 court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.
- 11.2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The Court's decision to award less than the amounts requested for a Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administration Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.
- 11.3. Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement under C.C.P. section 664.6 solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.
- 11.4. Waiver of the Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.
- 11.5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on an equal basis, any additional Administration Expenses reasonably incurred at the time of remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

12. AMENDED JUDGMENT. If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit and a proposed amended judgment.

13. ADDITIONAL PROVISIONS

13.1. No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does not grant Preliminary Approval, Final Approval or Judgment pursuant to this Agreement, Defendant reserves the right to contest certification of any class for any reasons, and Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to move for class certification on any grounds available and to contest Defendant's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

13.2. Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendant and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement 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, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Defendant and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, any with 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 Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

13.3. No Solicitation. The Parties separately agree that they and their respective counsel and employees have not and will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to

restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

- 13.4. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.
- 13.5. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.
- 13.6. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. 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 Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.
- 13.7. Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 13.8. Tax Advice. Neither Plaintiff, Class Counsel, Defendant nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 13.9. Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 13.10. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 13.11. Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.

- 13.12. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 13.13. Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 13.14. Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiff shall destroy, all paper and electronic versions of Class Data received from Defendant.
- 13.15. Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 13.16. Calendar Days. Unless otherwise noted, all reference to "days" in this 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 thereafter.
- 13.17. Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiffs and the Class:

Norman B. Blumenthal
Kyle R. Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
2255 Calle Clara
La Jolla, CA 92037
Tel.: (858) 551-1223
Fax: (858) 551-1232
E-Mail:
kyle@bamlawca.com

To Defendant:

Noah J. Woods
Littler Mendelson P.C.
501 West Broadway, Suite 900
San Diego, CA 92101
Tel.: 619.232.0441
Fax: 619.232.4302
Email: nwoods@littler.com

13.18. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

13.19. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process from the mediation on February 26, 2025 until the earlier of the Effective Date or the date this Agreement shall no longer be of any force or effect.

13.20. Fair Settlement. The Parties, Class Counsel and Defense Counsel believe and warrant that this Agreement reflects a fair, reasonable, and adequate settlement of the Action and have arrived at this Agreement through arms-length negotiations, taking into account all relevant factors, both current and potential.

14. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: 12/16/2025



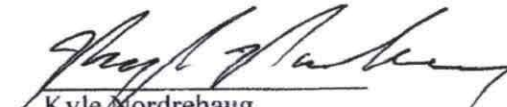
Sarah Dulfer (Dec 16, 2025 20:07:51 PST)
Plaintiff Sarah Dulfer

Dated: 12-22-25



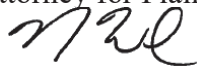
Jim McNamee [name]
For Defendant West Coast Self-Storage Group, LLC

Dated: 12/17/25



Kyle Nordrehaug

Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorney for Plaintiff



Dated: 12/22/2025

Noah J. Woods
Littler Mendelson P.C.
Attorney for Defendant

EXHIBIT A

[NOTICE OF PROPOSED SETTLEMENT OF CLASS ACTION AND HEARING DATE FOR
FINAL COURT APPROVAL]

COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL

***Dulfer v. West Coast Self-Storage Group, LLC, Superior Court of the
State of California, County of Orange, Case No. 30-2023-01359316-CU-OE-CXC***

*A court authorized this notice. This is not a solicitation.
This is not a lawsuit against you, and you are not being sued.*

To: All individuals who are or previously were employed by Defendant West Coast Self-Storage Group, LLC who were classified as non-exempt in the State of California at any time during the Class Period (November 3, 2019, through April 26, 2025).

The Superior Court of the State of California, County of Orange has granted preliminary approval of a proposed settlement of the above-captioned action. Because your rights may be affected by this settlement, please read this Court Approved Notice of Class Action Settlement and Hearing Date for Final Court Approval (“Class Notice”) carefully. The purpose of this Class Notice is to provide a description of the claims alleged in the action, the key terms of the settlement, and your rights and options with respect to the settlement.

**YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR DO NOT ACT. PLEASE
READ THIS CLASS NOTICE CAREFULLY.**

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
Do Nothing and Receive a Payment	To receive a cash payment from the Settlement, you do not have to do anything. Your estimated Individual Class Payment is: \$<< __ >>. See the explanation in Section 5 below. After final approval by the Court, the payment will be mailed to you at the same address as this Class Notice. In exchange for the settlement payment, you will release claims against the Defendant as detailed in Section 4 below. If your address has changed, you must notify the Administrator as explained in Section 6 below.
Exclude Yourself The Response Deadline is _____.	To exclude yourself, you must send a written request for exclusion to the Administrator as provided below. If you request exclusion, you will receive no money from the class action portion of the Settlement and you will not be bound by the class action portion of the Settlement. If you are an Aggrieved Employee and exclude yourself, you will still be paid your share of the PAGA Penalties and will remain subject to the release of the Released PAGA Claims regardless of whether you submit a request for exclusion from the Class. Instructions are set forth in Section 7 below.
Object The Response Deadline is _____.	Write to the Administrator about why you do not agree with the settlement or appear at the Final Approval Hearing to make an oral objection. The Court’s Final Approval Hearing is scheduled to take place on _____ at 1:30 p.m., at the Orange County Superior Court, located at 751 West Santa Ana Blvd., Santa Ana, CA 92701, before Judge David A. Hoffer in Department CX103. Directions regarding Objections are provided in Section 8 below.

1. Why did I receive this Class Notice?

On November 3, 2023, Plaintiff Sarah Dulfer (“Plaintiff”) filed a lawsuit alleging class claims against West Coast Self-Storage Group, LLC (“Defendant”) in the Superior Court of the State of California, County of Orange (the “Class Action”). The Class Action asserted the following class claims against Defendant: unfair competition, failure to pay minimum wages, failure to pay overtime wages, failure to provide required meal periods, failure to provide required rest periods, failure to provide accurate itemized wage statements, failure to reimburse employees for required expenses, failure to provide wages when due, waiting time penalties, and failure to pay sick wages.

Separately, on November 30, 2023, Plaintiff filed a separate Representative Action Complaint against Defendant (the “PAGA Action”). Plaintiff’s Representative Action Complaint asserted claims against Defendant for Civil Penalties Pursuant to Labor Code §§ 2699, *et seq.* for alleged violations of Labor Code §§ 201, 202, 203, 204 *et seq.*, 210, 218, 221, 226(a), 226.7, 227.3, 246, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 11070(14) (Failure to Provide Seating), and the applicable Wage Order(s).

As part of this Settlement, on August 26, 2025, Plaintiff filed a First Amended Class and Representative Action Complaint in the Action to add an additional claim for recovery of civil penalties in violation of PAGA. The First Amended Class and Representative Action Complaint is referred to as the “Operative Complaint”.

Pursuant to a court order, you are hereby notified that Plaintiff and Defendant have reached a proposed class action settlement (the “Settlement”) of the above-captioned action pending in the Superior Court of the State of California, in and for the County of Orange (the “Court”) has been reached between Plaintiff and Defendant. The Honorable David A. Hoffer has been assigned as the judge overseeing the Action and Settlement.

The Court held a hearing on [REDACTED]. After the hearing, the Court granted Preliminary Approval of the Settlement. The Court conditionally certified the Class for settlement purposes only and directed that you receive this Class Notice to provide a summary of the Settlement so that you may better understand your rights and options under the Settlement. Capitalized terms in this Class Notice are defined herein and/or in the Class Action and PAGA Settlement Agreement (“Agreement”).

You have received this Class Notice because you have been identified as a member of the Class and may be entitled to receive money from this Settlement.

The Class is defined as:

All individuals who are or previously were employed by Defendant who were classified as non-exempt in the State of California at any time during the Class Period.

The Class Period is November 3, 2019, through April 26, 2025.

It is important that you read this Class Notice carefully as your rights may be affected by the Settlement.

2. What is this class action lawsuit about?

In the Operative Complaint, Plaintiff alleges the following class claims against Defendant: (1) unfair competition; (2) failure to pay minimum wages; (3) failure to pay overtime wages; (4) failure to provide meal periods; (5) failure to provide rest periods; (6) failure to provide accurate itemized statements; (7) failure to

reimburse employees for required expenses; (8) failure to provide wages when due; (9) waiting time penalties; and (10) failure to pay sick wages. The Operative Complaint also alleges a representative claim under the California Private Attorneys General Act, Cal. Labor Code §§ 2698, *et seq.* (“PAGA”) for civil penalties based upon the above alleged violations.

Defendant expressly denies any wrongdoing or legal liability arising out of the claims alleged in the Operative Complaint. Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in the Operative Complaint, and denies any and all liability for the causes of action alleged in the Operative Complaint. Defendant further denies that, for any purpose other than settling the claims, that Plaintiff’s class claims are appropriate for class treatment. Defendant has asserted numerous procedural and legal defenses to the Action and contends that the facts and applicable law do not allow for any monetary or other relief to Plaintiff or the Class. Defendant wishes to settle these claims only to avoid costly, disruptive, and time-consuming litigation. The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by Defendant that Plaintiff’s claims in the lawsuit have merit, that it has any liability to Plaintiff or the group of individuals that Plaintiff seeks to represent in this lawsuit, or that it engaged in any wrongdoing.

The Court has not made any determination as to whether Plaintiff’s claims have any merit. In other words, the Court has not determined whether any laws have been violated, nor has it decided in favor of Plaintiff or Defendant. Instead, both sides agreed to resolve the Action with no decision or admission of who is right or wrong.

The Court granted preliminary approval of the Settlement on <<INSERT PRELIMINARY APPROVAL DATE>>. At that time, the Court also preliminarily approved the Plaintiff to serve as the Class Representatives, and the law firm Blumenthal Nordrehaug Bhowmik De Blouw LLP to serve as Class Counsel. In granting preliminary approval of the Settlement, the Court has determined that there is sufficient evidence that the proposed Settlement is fair, adequate, and reasonable, and that any final determination of those issues will be made at the Final Approval Hearing concerning the Settlement.

3. What are the terms of the Settlement?

Gross Settlement Amount. Defendant has agreed to pay an “all in” amount of Three Hundred Twenty-Five Thousand Dollars (\$325,000) to fund the settlement of the Action.

Amounts to be Paid From the Gross Settlement Amount. The Settlement provides for certain payments to be made from the Gross Settlement Amount as follows, which will be subject to final Court approval, and which will be deducted from the Gross Settlement Amount before Individual Class Payments are made to Class Members who do **not** submit a valid and timely Request for Exclusion (“Participating Class Members”):

- *Administration Expenses Payment.* Payment to the Administrator, estimated not to exceed \$7,200, for expenses, including notifying the Class Members of the Settlement, distributing Individual Class Payments and tax forms, and handling questions about the Settlement.
- *Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment.* Payment to Class Counsel of reasonable attorneys’ fees not to exceed one-third (1/3) of the Gross Settlement Amount, which is presently \$108,333, and an additional amount to reimburse actual litigation costs incurred by the Plaintiff not to exceed \$20,000. Class Counsel has been prosecuting these claims on behalf of Plaintiff and the Class on a contingency fee basis (that is, without being paid any money) and has been paying all litigation costs and expenses.

- *Class Representative Service Payment.* A Class Representative Service Payment in an amount not to exceed \$15,000 to the Plaintiff, subject to Court approval, to compensate Plaintiff for services on behalf of the Class in initiating and prosecuting the claims, and for the risks Plaintiff undertook.
- *PAGA Penalties.* A payment of \$5,000 relating to the claim for penalties under PAGA, 75% (\$3,750) of which will be paid to the California Labor Workforce Development Agency (“LWDA”), and 25% (\$1,250) of which shall be distributed as “Individual PAGA Payments” to the Aggrieved Employees calculated by (a) dividing the amount of the Aggrieved Employees’ 25% share of PAGA Penalties (\$1,250) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee’s PAGA Pay Periods.
 - The “PAGA Period” is July 26, 2022 through April 26, 2025.
 - “Aggrieved Employees” means all individuals who are or previously were employed by Defendant who were classified as non-exempt in the State of California at any time during the PAGA Period. As part of the resolution of the PAGA claim through this PAGA Payment, Aggrieved Employees will release all Released PAGA Claims for civil penalties as set forth below.

Calculation of Payments to Class Members (“Individual Class Payments”).

The “Net Settlement Amount” means the total sum available for payout to Participating Class Members, which equals the Gross Settlement Amount minus the above-described Class Representative Service Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, the PAGA Penalties, and the Administration Expenses Payment. The Net Settlement Amount is estimated to be at least \$169,467. The Administrator will pay an Individual Class Payment from the Net Settlement Amount to each Participating Class Member. The Individual Class Payment for each Participating Class Member will be calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member’s Workweeks. “Workweek(s)” means any week during the Class Period in which a Class Member worked for Defendant as a Class Member for at least one day. The number of Workweeks will be based on Defendant’s records, however, Class Members may challenge the number of Workweeks as explained below.

Conditions of Settlement. This Settlement is conditioned upon the Court entering an order granting final approval of the Settlement and entering Judgment.

4. What Do I Release Under the Settlement?

Released Class Claims. Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, all Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from the Released Class Claims. The “Released Class Claims” are all claims that were alleged, or reasonably could have been alleged based on the facts stated in the Operative Complaint that occurred during the Class Period for unpaid wages (including premiums) or other compensation allegedly owed, or for damages, penalties, restitution, interest, liquidated damages, attorneys’ fees, or costs, or any other recovery including under the California Labor Code and corresponding provisions of Wage Orders, for: (1) Unfair Competition pursuant to Cal. Bus. & Prof. Code §§ 17200, *et seq.*, (2) Failure to Pay Minimum Wage; (3) Failure to Pay Overtime; (4) Failure to Provide Meal Periods; (5) Failure to Provide Rest Breaks; (6) Failure to Provide Compliant Wage Statements; (7) Failure to Reimburse Business Expenses; (8) Failure to Pay Wages When Due; (9) waiting time penalties;

(10) Failure to Pay Sick Pay Wages; including all claims and/or penalties brought under or pursuant to Labor Code §§ 201-204, 210, 218, 221, 226, 226.7, 227.3, 233, 246 et seq, 510, 512, 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5 (A)-(B), and the IWC Wage Orders. Class Members do not release any other claims, including 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 Class Period.

This means that, if you do not timely exclude yourself from the Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against the Released Parties for the Released Class Claims resolved by this Settlement. It also means that all of the Court's orders in the Action will apply to you and legally bind you.

Released PAGA Claims. Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, all Aggrieved Employees and the LWDA are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from the Released PAGA Claims. The "Released PAGA Claims" are all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the operative complaint during the PAGA Period and/or the PAGA notice including Labor Code §§ 201-204, 210, 218, 221, 226, 226.7, 227.3, 233, 246, 510, 512, 558, 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5 (A)-(B), California Code of Regulations, Title 8 Section 1 1070 (14) (Failure to Provide Seating), and the IWC Wage Orders, that accrued at any time between July 26, 2022 to the date of approval of this Agreement. The Released PAGA Claims do not include other PAGA claims not alleged, or that reasonably could have been alleged in the PAGA notice or Operative Complaint, underlying wage and hour claims, claims for wrongful termination, discrimination, unemployment insurance, disability and worker's compensation, and claims outside of the PAGA Period.

"Released Parties" collectively mean: Defendant and each of its former and present directors, officers, shareholders, employees, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, and affiliates.

5. How much will my payment be?

Defendant's records reflect that you have << _____ >> Workweeks during the Class Period (November 3, 2019 to April 26, 2025).

Although the exact share of the Net Settlement Amount cannot be precisely calculated at this time, based on this information, your estimated Individual Class Payment is << _____ >>.

[if applicable - In addition, your Individual PAGA Payment is << _____ >>.]

If you wish to challenge the information set forth above, then you must submit a written, signed dispute challenging the information along with supporting documents, to the Administrator at the address provided in this Class Notice no later than the Response Deadline, which is _____ [sixty (60) days after the mailing of the Class Notice or an additional 14 days in the case of re-mailing]. You may also fax the dispute to _____ or email the dispute to _____ by no later than the Response Deadline. Any dispute should include credible written evidence and will be resolved by the Administrator. A Dispute form is included with this Class Notice.

Tax Matters. Each Participating Class Member's Individual Class Payment will be apportioned as follows: (1) thirty-three percent (33%) shall be allocated to alleged wages for which an IRS Form W-2 will issue and which

shall be subject to tax withholdings customarily made from an employee's wages and all other authorized and required withholdings; and (2) sixty-seven percent (67%) shall be allocated to settlement of claims for non-wages, accountable expense reimbursement, interest and penalties, not subject to wage withholdings, for which an IRS Form 1099 will issue.

Neither Class Counsel nor Defendant's Counsel intend anything contained in this Class Notice to constitute advice regarding taxes or taxability. The tax issues for each Participating Class Member are unique to him/her, and each Participating Class Member may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

6. How can I get a payment?

To get money from the Settlement, **you do not have to do anything**. A check for your Individual Class Payment, and any Individual PAGA Payment (if applicable), will be mailed automatically to the same address as this Class Notice. If your address is incorrect or has changed, you must notify the Administrator. The Administrator is: Apex Class Action LLC, _____ (800) _____.

If the Court grants final approval of the Settlement and enters Judgment on the Settlement, and there are no objections or appeals, your Settlement payment will be mailed approximately three months after final approval. If there are objections or appeals the payments will be delayed because resolving them can take time, usually more than a year. Please be patient.

7. What if I don't want to be a part of the Settlement?

If you do not wish to participate in the Settlement, you may exclude yourself from the Settlement or "opt out." **If you opt out, you will receive NO money from the Class portion of the Settlement, and you will not be bound by its terms, which means you will retain your right to sue the Defendant as to the Released Class Claims resolved by this Settlement.** However, Aggrieved Employees who opt out will still be paid their Individual PAGA Payment and will remain bound by the release of the Released PAGA Claims regardless of their request for exclusion.

To opt out, you must mail to the Administrator, by First Class Mail, a written, signed and dated request to opt-out postmarked no later than the Response Deadline which is _____ [sixty (60) days after the mailing of the Class Notice or an additional 14 days in the case of re-mailing]. You may also fax your request to opt out to _____ or email the dispute to _____ by no later than the Response Deadline. A Request for Exclusion form is included with this Class Notice. The Request for Exclusion should state in substance: "I wish to be excluded from the Class in the *Dulfer v. West Coast Self-Storage Group, LLC* lawsuit." The Request for Exclusion must state the Class Member's full name, address, telephone number, and the name and number of the case, which is *Dulfer v. West Coast Self-Storage Group, LLC*, Case No. 30-2023-01359316-CU-OE-CXC. The request to opt-out must be completed by you. No other person may opt-out for a living member of the Class.

The address for the Administrator is _____. Absent good cause found by the Court, written requests for exclusion that are faxed, emailed, or postmarked after _____, or are incomplete or unsigned will be rejected, and those Class Members will remain bound by the Settlement and the release(s) described above.

8. How do I tell the Court that I don't agree with the Settlement?

Any Class Member who has not opted out and believes that the Settlement should not be finally approved by the Court for any reason may object to the proposed Settlement, either in writing or in person. Objections that are in writing should state (1) the Class Member's name, current address, telephone number, and the dates of employment in California by Defendant; (2) the words "Notice of Objection" or "Formal Objection"; (3) describe why you believe the Settlement is unfair a; and (4) the name and number of the case, which is *Dulfer v. West Coast Self-Storage Group, LLC*, in the Superior Court of the State of California, County of Orange, Case No. 30-2023-01359316-CU-OE-CXC.

All written objections must be mailed to the Administrator at _____ with copies to the Parties' counsel, no later than the Response Deadline of _____ [sixty (60) days after the mailing of the Class Notice or an additional 14 days in the case of re-mailing]. You may also fax the objection to _____ or email the objection to _____ by no later than this Response Deadline.

Alternatively, Class Members may appear at the Final Approval Hearing to make an oral objection without submitting a written objection. At this time, the Court now hears matters both in person and remotely through Zoom through the court's online check-in process. If you need assistance, you may contact Class Counsel. Please check the Court's website for current information and instructions concerning appearances and how to view Court proceedings: <https://www.occourts.org/civil-remote-hearings>.

To object to the Settlement, you must not opt out, and if the Court approves the Settlement despite your objection, you will be bound by the terms of the Settlement in the same way as Class Members who do not object and you will still be mailed a check for your Individual Class Payment and any Individual PAGA Payment owed. Absent good cause found by the Court, any Class Member who does not object in the manner provided in this Class Notice shall have waived any objection to the Settlement, whether by appeal or otherwise.

9. Who are the attorneys representing the Parties?

The addresses for Parties' counsel are as follows:

Class Counsel:

Norman Blumenthal
Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
2255 Calle Clara
La Jolla, CA 92037
Tel: 858-551-1223 / Fax: 858-551-1232
Email: kyle@bamlawca.com
Website: www.bamlawca.com

Counsel for Defendant:

Noah J. Woods
Littler Mendelson P.C.
501 West Broadway, Suite 900
San Diego, CA 92101

12. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing at 1:30 p.m. on _____, in Department CX103 of the Superior Court of California, County of Orange, 751 West Santa Ana Blvd., Santa Ana, CA 92701, before Judge David A. Hoffer. At this hearing the Court will consider whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval of the Settlement. If there are objections, the Court will consider them. This hearing may be rescheduled by the Court without further notice to you. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend the hearing.

13. How do I get more information about the Settlement?

You may contact the Administrator or contact Class Counsel for more information. The Administrator's contact information is as follows:

Administrator:

Name of Company: Apex Class Action LLC

Email Address: _____

Mailing Address: _____

Telephone Number: _____

Fax Number: _____

Settlement Website: _____

This Class Notice summarizes the proposed Settlement. More details are in the Agreement. You may receive a copy of the Agreement, the Judgment or other Settlement documents by going to The Administrator's website at <<_____>> where they will be posted as they become available. You may also get more details by examining the Court's file via the Civil Case and Document Access for the California Superior Court for the County of Orange (<https://www.occourts.org/online-services/case-access/>) and entering the Case No. 30-2023-01359316.

PLEASE DO NOT CALL THE COURT ABOUT THIS CLASS NOTICE.

IMPORTANT:

- You must inform the Administrator of any change of address to ensure receipt of your Settlement payment.
- Settlement checks will be null and void 180 days after issuance if not deposited or cashed. In such event, the Administrator will pay all unclaimed funds to the paid to a Court-approved nonprofit organization or foundation consistent with Code of Civil Procedure Section 384(b) ("Cy Pres Recipient"). The Parties request Court approval of the Children's Advocacy Institute, San Diego as the Cy Pres Recipient. The Parties, Class Counsel and Defense Counsel represent that they have no interest or relationship, financial or otherwise, with the intended Cy Pres Recipient.
- If your check is lost or misplaced, you should contact the Administrator immediately to request a replacement.

DISPUTE FORM

Dulfer v. West Coast Self-Storage Group, LLC, Superior Court of the State of California, County of Orange, Case No. 30-2023-01359316-CU-OE-CXC

<<Name>> _____
<<Address>> _____
<<City>>, <<State>> <<Zip Code>> _____
XX - XX - _ _ _ _

Indicate Name/Address Changes, if any:

If you were employed by Defendant West Coast Self-Storage Group, LLC in California and classified as a non-exempt employee at any time during the Class Period (November 3, 2019, through April 26, 2025), then you may be a Class Member.

The amount of your estimated Individual Class Payment is based upon the Workweeks you worked during the Class Period based on Defendant's company records, as set forth below and in the Class Notice you received.

I. YOUR COMPENSABLE WORKWEEKS

Defendant's records show that during the Class Period, you worked as a non-exempt employee in California, which qualifies you as a Class Member, and your total number of Workweeks during the Class Period are:

<<NUMBER OF WORKWEEKS>>.

II. YOUR ESTIMATED INDIVIDUAL CLASS PAYMENT

Based upon the above numbers of Workweeks listed above, your estimated pre-tax Individual Class Payment is

<<INSERT>>.

III. CHALLENGE TO WEEKS WORKED

If you believe that the number of Workweeks stated above is correct, you do not have to do anything.

If you wish to dispute the number of Workweeks worked listed above, you must complete and postmark this Dispute Form, and provide all supporting information and/or documentation, to the Administrator by

<<RESPONSE DEADLINE>>.

Check the box below ONLY if you wish to dispute the information listed above:

☐ I wish to dispute the number of Workweeks listed above. I believe the correct amount of my Workweeks during the Class Period is _____. I have also included information and/or documentary evidence that support my dispute. I understand that, by submitting this dispute, I hereby authorize the Administrator to review Defendant's records and make a determination as to the validity of my dispute based upon Defendant's records as well as the records and information that I submit to the Administrator.

I declare under penalty of perjury under the laws of the State of California that the information I provided in this Dispute Form is true and correct.

Dated: _____

Signature: _____

Print or Type Name: _____

**THIS DISPUTE FORM MUST BE SIGNED, DATED, AND EMAILED, TAXED
OR MAILED BY FIRST CLASS U.S. MAIL, NO LATER THAN [INSERT DATE]**

TO:]

Dulfer v. West Coast Self-Storage Group, LLC Administrator
c/o Apex Class Action LLC

address

Fax:

Email:

REQUEST FOR EXCLUSION FORM

Dulfer v. West Coast Self-Storage Group, LLC, Superior Court of the State of California, County of Orange, Case No. 30-2023-01359316-CU-OE-CXC

I confirm that I have received the Court Approved Notice of Class Action Settlement and Hearing Date for Final Court Approval, which describes my rights and the options I may take in response to the parties' proposed Settlement in the above-referenced lawsuit.

By signing and returning this Request for Exclusion Form, I confirm that I wish to be removed from the proposed Class, that I do not want to participate as a Class Member, and that I do not want to be included in the proposed Class Settlement.

I understand and acknowledge that, by signing and submitting this form: (1) I will not receive any money from the proposed Settlement except my portion, if any, of the civil penalties that is allocated in settlement of the California Labor Code Private Attorney General Act of 2004 claim alleged by Plaintiffs; (2) I will not be bound by the class portion of the proposed Settlement and will only be bound by the release of the Released PAGA Claims; and (3) I will not have any right to object to the proposed Settlement.

THE EXCLUSION FORM MUST BE SIGNED, DATED, AND EMAILED, FAXED OR MAILED BY FIRST CLASS U.S. MAIL, NO LATER THAN [INSERT DATE] TO: DUFFER V. WEST COAST SELF STORAGE ADMINISTRATOR, C/O APEX CLASS ACTION LLC, [INSERT ADDRESS, EMAIL AND FAX]

Name: _____

Address: _____

Telephone Number: _____

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

(Sign your name here)

Date

EXHIBIT B

[ORDER GRANTING PRELIMINARY APPROVAL]

1 **BLUMENTHAL NORDREHAUG BHOWMIK**
2 **DE BLOUW LLP**

3 Norman B. Blumenthal (State Bar #068687)

4 Kyle R. Nordrehaug (State Bar #205975)

5 Aparajit Bhowmik (State Bar #248066)

6 2255 Calle Clara

7 La Jolla, CA 92037

8 Telephone: (858)551-1223

9 Facsimile: (858) 551-1232

10 Attorneys for Plaintiff

11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
12 **COUNTY OF ORANGE**

13 SARAH DULFER, an individual, on behalf of
14 herself and on behalf of all persons similarly
15 situated,

16 Plaintiff,

17 vs.

18 WEST COAST SELF-STORAGE GROUP,
19 LLC, a Limited Liability Company; and
20 DOES 1 through 50, inclusive,

21 Defendants.

CASE NO.: **30-2023-01359316-CU-OE-CXC**

**[PROPOSED] ORDER GRANTING
MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT**

Hearing Date:

Hearing Time: 1:30 p.m.

Judge: Hon. David A. Hoffer

Dept.: CX103

Action Filed: November 3, 2023

Trial Date: Not Set

22
23
24 This matter, having come before the Honorable David A. Hoffer of the Superior Court of
25 the State of California, in and for the County Orange, on _____, for the motion by Plaintiff
26 Sarah Duffer ("Plaintiff") for preliminary approval of the class settlement with Defendant West
27 Coast Self-Storage Group, LLC ("Defendant"). The Court, having considered the briefs, argument
28

PRELIMINARY APPROVAL ORDER

1 of counsel and all matters presented to the Court and good cause appearing, hereby GRANTS
2 Plaintiff's Motion for Preliminary Approval of Class Action Settlement.

3 **IT IS HEREBY ORDERED:**

4 1. The Court grants preliminary approval of the Settlement based upon the terms set
5 forth in the Class Action and PAGA Settlement Agreement ("Agreement") attached as Exhibit #1
6 to the Declaration of Kyle Nordrehaug in Support of Plaintiff's Motion for Preliminary Approval
7 of Class Action Settlement [ROA # ____]. This is based on the Court's determination that the
8 Settlement set forth in the Agreement is within the range of possible final approval, pursuant to the
9 provisions of Section 382 of the California Code of Civil Procedure and California Rules of Court,
10 rule 3.769. This Order incorporates by reference the definitions in the Agreement, and all terms
11 defined therein shall have the same meaning in this Order as set forth in the Agreement.

12 Capitalized terms herein shall have the definitions set forth in the Agreement.

13 2. The Gross Settlement Amount is Three Hundred Twenty-Five Thousand Dollars
14 (\$325,000). It appears to the Court on a preliminary basis that the Settlement is fair, adequate and
15 reasonable to the Class. It further appears that investigation and research have been conducted
16 such that counsel for the Parties are able to reasonably evaluate their respective positions. It
17 further appears to the Court that settlement at this time will avoid substantial additional costs by
18 all Parties, as well as avoid the delay and risks that would be presented by the further prosecution
19 of the Action. It further appears that the Settlement has been reached as the result of serious and
20 non-collusive, arms-length negotiations after mediation with a respected mediator, tTagore
21 Subramaniam, Esq. The Court therefore preliminarily finds that the Settlement is fair, adequate,
22 and reasonable when balanced against the probable outcome of further litigation and the
23 significant risks relating to certification, liability, and damages issues. The Settlement falls within
24 the range of reasonableness and appears to be presumptively valid, subject only to any objections
25 that may be raised at the Final Approval Hearing and final approval by this Court.

26 3. The Court provisionally appoints Plaintiff as the representative of the Class. The
27 Court provisionally appoints Norman B. Blumenthal, Kyle R. Nordrehaug, Aparajit Bhowmik,

28

1 Victoria B. Rivapalacio, Christine T. LeVu, Brooke W. Waldrop, and Adolfo Sanchez Contreras
2 of Blumenthal Nordrehaug Bhowmik De Blouw LLP as Class Counsel for the Class.

3 4. A Final Approval Hearing on the question of whether the Settlement should be
4 finally approved as fair, reasonable and adequate as to all Class Members who do not submit a
5 valid and timely request to exclude themselves from the Settlement is scheduled for
6 _____ at 1:30 a.m. in Department CX103 of the Orange County Superior
7 Court. Other matters for determination at the Final Approval Hearing shall include whether the
8 Final Approval Order and Judgment should be entered herein; and whether the plan of allocation
9 contained in the Agreement should be approved as fair, adequate and reasonable to the Class
10 Members. The motion for final approval and for attorneys' fees, costs and service awards shall be
11 heard at the Final Approval Hearing and the papers are to be filed with the Court and served on all
12 counsel no later than sixteen (16) court days before the hearing.

13 5. Plaintiffs shall serve this Order on the LWDA.

14 6. For settlement purposes only, the Court conditionally certifies the following Class:
15 "all individuals who are or previously were employed by Defendant who were classified as non-
16 exempt in the State of California at any time during the Class Period." The Class Period is
17 November 3, 2019, through April 26, 2025. There are approximately ____ individuals in the
18 Class.

19 7. The Court hereby appoints Apex Class Action LLC as Administrator. No later than
20 15 calendar days after preliminary approval of the Settlement by the Court, Defendant shall
21 provide to the Administrator an electronic spreadsheet with the Class Data. The Administrator
22 will perform address updates and verifications as necessary prior to the mailing of the Class
23 Notice. Using best efforts to mail it as soon as possible, and in no event later than 14 days after
24 receiving the Class information spreadsheet, the Administrator will mail the Class Notice Packet
25 to all Class Members via first-class U.S. Mail.

26 8. The Court hereby approves, as to form and content, the Court Approved Notice of
27 Class Action Settlement and Hearing Date for Final Court Approval ("Class Notice") attached
28

1 hereto as Exhibit #1. The Court finds that the Class Notice appears to fully and accurately inform
2 the Class of all material elements of the proposed Settlement, Class Members' right to be excluded
3 from the Class by submitting a written opt-out request, and each member's right and opportunity
4 to object to the Settlement. The Court further finds that the distribution of the Class Notice
5 substantially in the manner and form set forth in the Agreement and this Order meets the
6 requirements of due process, is the best notice practicable under the circumstances, and shall
7 constitute due and sufficient notice to all persons entitled thereto. The font of the Class Notice
8 shall not be smaller than what was provided to the Court. The Court orders the mailing of the
9 Class Notice Packets by first class mail, pursuant to the terms and implementation schedule set
10 forth in the Agreement.

11 9. The Court approves, as to the form and content, the Request for Exclusion Form
12 and the Dispute Form that the Class Members may use to dispute their employment dates or opt
13 out of the Settlement, respectively, attached hereto as Exhibits #2 and #3, respectively.

14 10. The Court hereby approves the proposed procedure for exclusion from the
15 Settlement. Any Class Member may individually choose to opt out of and be excluded from the
16 Class as provided in the Class Notice by following the instructions for requesting exclusion from
17 the Class that are set forth in the Class Notice. All requests for exclusion must be postmarked by
18 no later than sixty (60) calendar days after the date of the mailing of the Class Notice and received
19 by the Administrator. If a Class Notice Packet is re-mailed, the response date for opt-outs will be
20 extended an additional 14 days. Any such person who chooses to opt out of and be excluded from
21 the Class will not be entitled to any recovery under the Settlement and will not be bound by the
22 Settlement or have any right to object, appeal or comment thereon (except that no Aggrieved
23 Employee may opt out of the PAGA portion of the settlement and any Aggrieved Employee who
24 requests exclusion from the Class will still recover their portion of the PAGA Penalties and will be
25 bound by the release of the Released PAGA Claims). Class Members who have not timely
26 requested exclusion shall be bound by all determinations of the Court, the Agreement and the
27 Judgment. A request for exclusion may only opt out that particular individual, and any attempt to
28

1 affect an opt out of a group, class, or subclass of individuals is not permitted and will be deemed
2 invalid.

3 11. Any Class Member who has not opted out may object or express the Member's
4 views regarding the Settlement, may appear at the final approval hearing, and may present
5 evidence and file briefs or other papers that may be proper and relevant to the issues to be heard
6 and determined by the Court as provided in the Notice. Class Members will have sixty (60) days
7 from the date of the mailing of the Class Notices to submit their written objections to the
8 Administrator in accordance with the instructions in the Class Notice. If a Class Notice Packet is
9 re-mailed, the response date for written objections will be extended an additional 14 days.
10 Alternatively, Class Members may appear at the Final Approval Hearing to make an oral
11 objection.

12 12. Neither the Agreement, nor any exhibit, document, or instrument delivered
13 thereunder shall be construed as a concession or admission by Defendant in any way that the
14 claims asserted have any merit or that this Action was properly brought as a class or representative
15 action, and shall not be used as evidence of, or used against Defendant as, an admission or
16 indication in any way, including with respect to any claim of any liability, wrongdoing, fault or
17 omission by Defendant or with respect to the truth of any allegation asserted by any person.
18 Whether or not the Settlement is finally approved, neither the Settlement, Agreement, nor any
19 exhibit, document, statement, proceeding or conduct related to the Settlement, nor any reports or
20 accounts thereof, shall in any event be construed as, offered or admitted in evidence as, received
21 as or deemed to be evidence for any purpose adverse to the Defendant, including, but not limited
22 to, evidence of a presumption, concession, indication or admission by Defendant of any liability,
23 fault, wrongdoing, omission, concession or damage.

24 13. The Court reserves the right to adjourn or continue the date of the final approval
25 hearing and all dates provided for in the Agreement without further notice to Class Members and
26 retains jurisdiction to consider all further applications arising out of or connected with the
27 proposed Settlement.

14. The Action is stayed, and all trial and related pre-trial dates are vacated, subject to further orders of the Court at the Final Approval Hearing.

IT IS SO ORDERED.

Dated: _____

HON. DAVID A. HOFFER
JUDGE, SUPERIOR COURT OF CALIFORNIA

EXHIBIT C

[FINAL APPROVAL ORDER AND JUDGMENT]

1 **BLUMENTHAL NORDREHAUG BHOWMIK**
2 **DE BLOUW LLP**

3 Norman B. Blumenthal (State Bar #068687)

4 Kyle R. Nordrehaug (State Bar #205975)

5 Aparajit Bhowmik (State Bar #248066)

6 2255 Calle Clara

7 La Jolla, CA 92037

8 Telephone: (858)551-1223

9 Facsimile: (858) 551-1232

10 Attorneys for Plaintiff

11 SUPERIOR COURT OF THE STATE OF CALIFORNIA
12 COUNTY OF ORANGE
13

14 SARAH DULFER, an individual, on behalf of
15 herself and on behalf of all persons similarly
situated,

16 Plaintiff,

17 vs.

18 WEST COAST SELF-STORAGE GROUP,
19 LLC, a Limited Liability Company; and
DOES 1 through 50, inclusive,

20 Defendants.
21
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CASE NO.: 30-2023-01359316-CU-OE-CXC

**[PROPOSED] FINAL APPROVAL
ORDER AND JUDGMENT**

Hearing Date:
Hearing Time: 1:30 p.m.

Judge: Hon. David A. Hoffer
Dept.: CX103

Action Filed: November 4, 2023
Trial Date: Not Set

1 The motion of Plaintiff Sara Duffer (“Plaintiff”) for an order finally approving the Class
2 Action and PAGA Settlement Agreement (“Agreement”) with Defendant West Coast Self-Storage
3 Group, LLC (“Defendant”), attorneys’ fees and costs, service payment, and the expenses of the
4 Administrator duly came on for hearing on _____ before the Honorable David A.
5 Hoffer.

6 **I.**

7 **FINDINGS**

8 Based on the oral and written argument and evidence presented in connection with the
9 motion, the Court makes the following findings:

10 1. All terms used herein shall have the same meaning as defined in the Agreement.

11 2. This Court has jurisdiction over the subject matter of this litigation pending before
12 the California Superior Court for the County of Orange, and over all Parties to this litigation,
13 including the Class as that term is defined in the Agreement.

14 3. Based on a review of the papers submitted by Plaintiffs and a review of the
15 applicable law, the Court finds that the Gross Settlement Amount of Three Hundred Twenty-Five
16 Thousand Dollars (\$325,000), and the terms set forth in the Agreement are fair, reasonable, and
17 adequate.

18 4. The Court further finds that the Settlement was the result of arm’s length
19 negotiations conducted after Class Counsel had adequately investigated the claims and became
20 familiar with the strengths and weaknesses of those claims. In particular, the amount of the
21 Settlement, the risks relating to certification, liability, and damages issues, and the assistance of an
22 experienced mediator in the settlement process, among other factors, support the Court’s
23 conclusion that the Settlement is fair, reasonable, and adequate.

24 **Preliminary Approval of the Settlement**

25 5. On _____, the Court granted preliminary approval of the Settlement and
26 approved conditional certification of the Class for settlement purposes only.

27 **Notice to the Class**

1 6. In compliance with the Preliminary Approval Order, the Class Notice was mailed
2 by first class mail to members of the Class at their last known addresses on or about
3 _____. Mailing of the Class Notice to their last known addresses was the best notice
4 practicable under the circumstances and was reasonably calculated to communicate actual notice
5 of the litigation and the proposed settlement to the Class. The Class Notice given to the Class
6 Members fully and accurately informed the Class Members of all material elements of the
7 proposed Settlement and of their opportunity to object to or comment thereon or to seek exclusion
8 from the Settlement; was valid, due, and sufficient notice to all Class Members; and complied
9 fully with the laws of the State of California, the United States Constitution, due process and other
10 applicable law. The Class Notice fairly and adequately described the Settlement and provided
11 Class Members adequate instructions and a variety of means to obtain additional information.

12 7. The deadline for opting out of the Class or submitting written objections to the
13 Settlement was _____. There was an adequate interval between notice and the deadline
14 to permit Class Members to choose what to do and act on their decision. A full opportunity has
15 been afforded to the Class Members to participate in the final approval hearing, and all Class
16 Members and other persons wishing to be heard have been heard. Class Members also have had a
17 full and fair opportunity to exclude themselves from the proposed Settlement and Class.
18 Accordingly, the Court determines that all Class Members who did not timely and properly submit
19 a request for exclusion are bound by the Settlement and this Final Approval Order and Judgment.

20 **Fairness Of Settlement**

21 8. The Agreement is entitled to a presumption of fairness. *Dunk v. Ford Motor Co.*
22 48 Cal.App.4th 1794, 1801 (1996).

23 a. The settlement was reached through arm's-length bargaining between the
24 parties during an all-day mediation before Tagore Subramaniam, a respected and experienced
25 mediator of wage and hour class actions. Prior to mediation, Plaintiff conducted an investigation
26 of the facts and claims, and the Parties also exchanged informal discovery, which included time
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1 and pay data for the class and relevant policies. There has been no collusion between the parties in
2 reaching the proposed settlement.

3 b. Plaintiff's investigation and discovery have been sufficient to allow the
4 Court and counsel to act intelligently.

5 c. Counsel for both parties are experienced in similar employment class action
6 litigation. All counsel recommended approval of the Agreement.

7 d. The percentage of objectors and requests for exclusion is small. _____
8 objections were received. _____ timely requests for exclusion were received.

9 e. The participation rate was high. _____ Participating Class Members will
10 be mailed a settlement payment, representing _____ of the overall Class.

11 9. The consideration to be given to the Class Members under the terms of the
12 Agreement is fair, reasonable and adequate considering the strengths and weaknesses of the claims
13 asserted in this Action and is fair, reasonable and adequate compensation for the release of Class
14 Members' claims, given the uncertainties and significant risks of the litigation and the delays
15 which would ensue from continued prosecution of the Action.

16 10. The Agreement is approved as fair, adequate and reasonable and in the best
17 interests of the Class Members.

18 **Attorneys' Fees and Costs**

19 11. An award of \$108,333 for attorneys' fees, representing one-third of the Gross
20 Settlement Amount, and \$ _____ for litigation costs and expenses, is reasonable, in light of
21 the contingent nature of Class Counsel's fee, the hours worked by Class Counsel, and the results
22 achieved by Class Counsel. The requested award has been supported by Class Counsel's lodestar
23 and litigation expense billing statement.

24 **Class Representative Service Payment**

25 12. The Agreement provides for a Class Representative Service Payment of not more
26 than \$15,000 to the Plaintiff, subject to the Court's approval. The Court finds that a Class
27 Representative Service Payment in the amount of \$15,000 to the Plaintiff is reasonable in light of
28

1 the risks and burdens undertaken by the Plaintiff in this litigation and for their time and effort in
2 bringing and prosecuting this matter on behalf of the Class. In making this award, the Court has
3 considered only the factors set forth in *Golba v. Dick's Sporting Goods, Inc.* (2015) 238
4 Cal.App.4th 1251 and *Clark v. Am. Residential Servs. LLC* (2009) 175 Cal.App.4th 785.

5 **Administration Expenses Payment**

6 13. The Administrator shall calculate and administer the payments to be made to the
7 Participating Class Members and Aggrieved Employees, transmit payment for attorneys' fees and
8 costs to Class Counsel, transmit the Class Representative Service Payment to the Plaintiff,
9 distribute the PAGA Penalties, issue any required tax reporting forms, calculate withholdings and
10 perform the other remaining duties set forth in the Agreement. The Administrator has documented
11 \$_____ in fees and expenses, and this amount is reasonable in light of the work
12 performed by the Administrator.

13 **PAGA Penalties**

14 14. The Agreement provides for PAGA Penalties in the amount of \$5,000 to be paid
15 out of the Gross Settlement Amount, which shall be allocated 75% (\$3,750) to the LWDA PAGA
16 Payment and 25% (\$1,250) to the Individual PAGA Payments to be distributed by (a) dividing the
17 amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$1,250) by the total number
18 of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b)
19 multiplying the result by each Aggrieved Employee's PAGA Pay Periods. "Aggrieved
20 Employees" are all individuals who are or previously were employed by Defendant who were
21 classified as non-exempt in the State of California at any time during the PAGA Period. The
22 "PAGA Period" is July 26, 2022 through April 26, 2025. The LWDA was notified of the
23 settlement and served with a copy of the Agreement, and the LWDA has not objected to the
24 Settlement. The Court finds this PAGA Penalties amount to be reasonable.

25 **II.**

26 **ORDERS**

27 Based on the foregoing findings, and good cause appearing, IT IS HEREBY ORDERED:
28

1 1. The Class is certified for the purposes of settlement only. The Class is hereby
2 defined as follows:

3 All individuals who are or previously were employed by Defendant who were
4 classified as non-exempt in the State of California at any time during the Class
5 Period.

6 The Class Period is November 3, 2019, through April 26, 2025.

7 2. All persons who meet the foregoing definition are members of the Class, except for
8 those individuals who filed a valid request for exclusion (“opt out”) from the Class: [identify any
9 requests for exclusion].

10 3. The Agreement is hereby finally approved as fair, reasonable, adequate, and in the
11 best interest of the Class. Defendant shall fully fund the Gross Settlement Amount, and also fund
12 the amounts necessary to fully pay Defendant’s share of payroll taxes by transmitting the funds to
13 the Administrator no later than twenty-one (21) days after the Effective Date.

14 4. Class Counsel are awarded attorneys' fees in the amount of \$108,333 and costs in
15 the amount of \$_____. Class Counsel shall not seek or obtain any other compensation or
16 reimbursement from Defendant, Plaintiff or members of the Class.

17 5. The payment of the Class Representative Service Payment in the amount of
18 \$_____ to the Plaintiff is approved.

19 6. The payment of \$_____ to the Administrator for their fees and expenses
20 is approved.

21 7. The PAGA Penalties amount of \$5,000 is approved to be distributed in accordance
22 with the Agreement.

23 8. The Agreement and this Settlement are not an admission by Defendant, nor is this
24 Final Approval Order and Judgment a finding of the validity of any claims in the Action, any
25 wrongdoing by Defendant, or that this Action is appropriate for class treatment (other than for
26 settlement purposes). Neither this Final Approval Order and Judgment, the Agreement, nor any
27 document referred to herein, nor any action taken to carry out the Agreement is, may be construed
28 as, or may be used as an admission by or against Defendant of any fault, negligence, wrongdoing,

1 or liability whatsoever. The entering into or carrying out of the Agreement, and any negotiations
2 or proceedings related thereto, shall not in any event be construed as, or deemed to be evidence of,
3 any liability, culpability, negligence, or wrongdoing on the part of Defendant, or an admission or
4 concession with regard to the denials or defenses by Defendant. Notwithstanding these
5 restrictions, Defendant may file in the Action or in any other proceeding this Final Approval Order
6 and Judgment, the Agreement, or any other papers and records on file in the Action as evidence of
7 the Settlement to support a defense of res judicata, collateral estoppel, release, or other theory of
8 claim or issue preclusion or similar defense as to the claims being released by the Settlement.

9 9. Notice of entry of this Final Approval Order and Judgment shall be given to all
10 Parties by Class Counsel on behalf of Plaintiffs and all Class Members. The Final Approval Order
11 and Judgment shall be posted on the Administrator's website as set forth in the Class Notice to the
12 Class. It shall not be necessary to send notice of entry of this Final Approval Order and Judgment
13 to individual Class Members. Pursuant to Labor Code section 2699, subdivision (l)(2), Class
14 Counsel shall submit a copy of this Final Approval Order and Judgment to the LWDA within 10
15 days after its entry.

16 10. If the Agreement does not become final and effective in accordance with the terms
17 of the Agreement, then this Final Approval Order and Judgment, and all orders entered in
18 connection herewith, shall be rendered null and void and shall be vacated, and the Parties shall
19 revert to their respective positions as of before entering into the Agreement, and expressly reserve
20 their respective rights regarding the prosecution and defense of this Action, including all available
21 defenses and affirmative defenses, and arguments that any claim in the Action could not be
22 certified as a class action and/or managed as a representative action.

23 **IT IS HEREBY ORDERED, ADJUDICATED AND DECREED THAT:**

24 1. Except as set forth in the Agreement and this Final Approval Order and Judgment,
25 Plaintiffs, and all members of the Class, shall take nothing in the Action.

26 2. Pursuant to California Code of Civil Procedure section 664.6, the Court shall retain
27 jurisdiction to construe, interpret, implement and enforce the Agreement, to hear and resolve any
28

1 contested challenge to a claim for settlement benefits, and to supervise and adjudicate any dispute
2 arising from or in connection with the distribution of settlement benefits.

3 3. The Parties are authorized, with further approval from the Court, to agree to and to
4 adopt such amendments, modifications and expansions of the Agreement and all exhibits attached
5 thereto which are consistent with this Final Approval Order and Judgment and do not limit the
6 rights of the Parties or Class Members under the Agreement.

7 4. Each party shall bear its own attorneys' fees and costs, except as otherwise
8 provided in the Agreement and in this Final Approval Order and Judgment.

9 5. Effective on the date when Defendant fully funds the entire Gross Settlement
10 Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class
11 Payments, all Participating Class Members, on behalf of themselves and their respective former
12 and present representatives, agents, attorneys, heirs, administrators, successors, and assigns,
13 release Released Parties from the Released Class Claims.

14 6. As used in paragraph 5 above, the quoted terms have the meanings set forth below:

15 (a) "Released Class Claims" means all claims that were alleged, or reasonably
16 could have been alleged based on the facts stated in the Operative Complaint that occurred during
17 the Class Period for unpaid wages (including premiums) or other compensation allegedly owed, or
18 for damages, penalties, restitution, interest, liquidated damages, attorneys' fees, or costs, or any
19 other recovery including under the California Labor Code and corresponding provisions of Wage
20 Orders, for: (1) Unfair Competition pursuant to Cal. Bus. & Prof. Code §§ 17200, *et seq.*, (2)
21 Failure to Pay Minimum Wage; (3) Failure to Pay Overtime; (4) Failure to Provide Meal Periods;
22 (5) Failure to Provide Rest Breaks; (6) Failure to Provide Compliant Wage Statements; (7) Failure
23 to Reimburse Business Expenses; (8) Failure to Pay Wages When Due; (9) waiting time penalties;
24 (10) Failure to Pay Sick Pay Wages; including all claims and/or penalties brought under or
25 pursuant to Labor Code §§ 201-204, 210, 218, 221, 226, 226.7, 227.3, 233, 246 *et seq.*, 510, 512,
26 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040,
27 Subdivision 5 (A)-(B), and the IWC Wage Orders. Class Members do not release any other
28

1 claims, including claims for vested benefits, wrongful termination, violation of the Fair
2 Employment and Housing Act, unemployment insurance, disability, social security, workers'
3 compensation, or claims based on facts occurring outside the Class Period.

4 (b) "Released Parties" collectively mean: Defendant and each of its former and
5 present directors, officers, shareholders, employees, owners, members, attorneys, insurers,
6 predecessors, successors, assigns, subsidiaries, and affiliates.

7 7. Effective on the date when Defendant fully funds the entire Gross Settlement
8 Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class
9 Payments, all Aggrieved Employees and the LWDA are deemed to release, on behalf of
10 themselves and their respective former and present representatives, agents, attorneys, heirs,
11 administrators, successors, and assigns, the Released Parties from the Released PAGA Claims.
12 The "Released PAGA Claims" are all claims for PAGA penalties that were alleged, or reasonably
13 could have been alleged, based on the facts stated in the operative complaint during the PAGA
14 Period and/or the PAGA notice including Labor Code §§ 201-204, 210, 218, 221, 226, 226.7,
15 227.3, 233. 246, 510, 512, 558, 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations,
16 Title 8, Section 11040, Subdivision 5 (A)-(B), California Code of Regulations, Title 8 Section 1
17 1070 (14) (Failure to Provide Seating), and the IWC Wage Orders, that accrued at any time
18 between July 26, 2022 to the date of approval of this Agreement. The Released PAGA Claims do
19 not include other PAGA claims not alleged, or that reasonably could have been alleged in the
20 PAGA notice or Operative Complaint, underlying wage and hour claims, claims for wrongful
21 termination, discrimination, unemployment insurance, disability and worker's compensation, and
22 claims outside of the PAGA Period.

23 8. Effective on the date when Defendant fully funds the entire Gross Settlement
24 Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class
25 Payments, Plaintiff has generally and fully released and discharged the Released Parties from the
26 Plaintiff's Release, as fully set forth in the Agreement.

1 9. If a settlement check remains uncashed by the expiration date, the funds from such
2 uncashed checks will be paid to a Court-approved nonprofit organization or foundation consistent
3 with Code of Civil Procedure Section 384(b) (“Cy Pres Recipient”). The Court approves the
4 Children’s Advocacy Institute, San Diego as the Cy Pres Recipient.

5 10. Pursuant to CCP §384(b), Plaintiffs shall submit to the Court a final report on or
6 before _____ setting forth the actual amounts paid to class members and other
7 amounts disbursed pursuant to the settlement. Upon receiving the report, the Court will determine
8 whether further reports and/or a hearing will be necessary.

9 11. THE PARTIES ARE HEREBY ORDERED TO COMPLY WITH THE TERMS
10 OF THE AGREEMENT. PURSUANT TO CALIFORNIA RULE OF COURT 3.769, THE
11 COURT HEREBY ENTERS FINAL JUDGMENT BASED UPON THE TERMS OF THIS
12 ORDER AND THE AGREEMENT AND, WITHOUT AFFECTING THE FINALITY OF THIS
13 MATTER, RETAINS EXCLUSIVE AND CONTINUING JURISDICTION TO ENFORCE THIS
14 ORDER, THE SETTLEMENT AGREEMENT, AND THE JUDGMENT THEREON.
15 **LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY. IT IS SO ORDERED.**

16
17 Dated: _____

18
19 _____
HON. DAVID A. HOFFER
JUDGE, SUPERIOR COURT OF CALIFORNIA

EXHIBIT #2

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 Ehmman

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

Justin Hewgill

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2008, California,

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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-GEBCMK; 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

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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; Canada 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; Porrás v. Baypointe Enterprises, LLC – Los Angeles County Superior Court, Case No. 19STCV31015; Mitchell v. Mack Trucking, Inc. – San Bernardino County Superior Court, Case No. CIVDS1928334; Watts v. T.R.L. Systems, Incorporated – Orange County Superior Court, Case No. 30-2019-01102457-CU-OE-CXC; Price v. DMSD Restaurants Inc. – San Diego County Superior Court, Case No. 37-2019-00024062-CU-OE-CTL; Jacobs v. Nortek Security & Control LLC – San Diego County Superior Court, Case No. 37-2019-0019735-CU-OE-CTL; Gonzalez v. Hub International Midwest – San Bernardino County Superior Court, Case No. CIVDS1900463; Cisneros v. Bluepearl California, Inc. – San Mateo Superior Court, Case No. 19-CIV-05707; Garcia v. Gallagher Basset Services – San Bernardino Superior Court, Case No. CIVDS2004140; Callow v. Adventist Health System/West – Placer County Superior Court, Case No. SCV0043607; Dominguez v. Kimco Facility Services, LLC – Los Angeles County Superior Court, Case No. 19STCV37592; Searles v. Robert Heath Trucking, Inc. – Los Angeles County Superior Court, Case No. 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. Cytotec Engineered Materials, Inc. – Orange County Superior Court, Case No. 30-2020-01164932-CU-OE-CXC

EXHIBIT #3

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WRITERS EXT:

1004

July 26, 2023

CA3001

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

Labor and Workforce Development Agency
Online Filing

West Coast Self-Storage Group, LLC
Certified Mail #9589071052700182373050
Paracorp Incorporated
Matthew Marzucco
2804 GATEWAY OAKS DR., Suite 100
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, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 1 1070(14) (Failure to Provide Seating), Violation of Applicable Industrial Welfare Commission Wage Order(s), and Pursuant To California Labor Code Section 2699.5.

Dear Sir/Madam:

“Aggrieved Employees” refers to all individuals who are or previously were employed by West Coast Self-Storage Group, LLC in California, including any employees staffed with West Coast Self-Storage Group, LLC by a third party, and classified as non-exempt employees during the time period of July 26, 2022 until a date as determined by the Court. Our offices represent Plaintiff Sarah Dulfer (“Plaintiff”) and other Aggrieved Employees in a lawsuit against West Coast Self-Storage Group, LLC (“Defendant”). Plaintiff was employed from January of 2020 to May of 2023 by Defendant in California. 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, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 11070(14) (Failure to Provide Seating), Violation of the applicable Industrial Welfare Commission Wage Order(s), and is therefore actionable under California Labor Code section 2699.3.

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

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

Your earliest response to this notice is appreciated. If you have any questions or 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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Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF ORANGE

SARAH DULFER, an individual, on behalf of
herself and on behalf of all persons similarly
situated,

Plaintiff,

vs.

WEST COAST SELF-STORAGE GROUP, LLC, a
Limited Liability Company; and DOES 1 through
50, inclusive,

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 REIMBURSE EMPLOYEES FOR REQUIRED EXPENSES IN VIOLATION OF CAL. LAB. CODE § 2802;
8. FAILURE TO PROVIDE WAGES WHEN DUE IN VIOLATION OF CAL. LAB. CODE §§ 201, 202 AND 203;
9. FAILURE TO PAY SICK PAY WAGES IN VIOLATION OF CAL. LAB. CODE §§ 201-204, 233, 246; and,
10. CONSTRUCTIVE DISCHARGE AND OTHER ADVERSE EMPLOYMENT ACTIONS IN VIOLATION OF PUBLIC POLICY.

DEMAND FOR A JURY TRIAL

Sarah Dulfer ("PLAINTIFF"), an individual, on behalf of herself and all other similarly

1 situated current and former employees alleges on information and belief, except for her own acts
2 and knowledge which are based on personal knowledge, the following.

3
4 **THE PARTIES**

5 1. West Coast Self-Storage Group, LLC (“DEFENDANT”) is a limited liability
6 company that at all relevant times mentioned herein conducted and continues to conduct
7 substantial business in California.

8 2. DEFENDANT provides storage services in California.

9 3. PLAINTIFF was employed by DEFENDANT in California from January of 2020
10 to May of 2023 and was at all times classified by DEFENDANT as a non-exempt employee,
11 paid on an hourly basis, and entitled to the legally required meal and rest periods and payment
12 of minimum and overtime wages due for all time worked.

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

20 5. PLAINTIFF brings this Class Action on behalf of herself and a CALIFORNIA
21 CLASS in order to fully compensate the CALIFORNIA CLASS for their losses incurred
22 during the CALIFORNIA CLASS PERIOD caused by DEFENDANT’s policy and practice
23 which failed to lawfully compensate these employees. DEFENDANT’s policy and practice
24 alleged herein was an unlawful, unfair and deceptive business practice whereby
25 DEFENDANT retained and continues to retain wages due PLAINTIFF and the other
26 members of the CALIFORNIA CLASS. PLAINTIFF and the other members of the
27 CALIFORNIA CLASS seek an injunction enjoining such conduct by DEFENDANT in the
28 future, relief for the named PLAINTIFF and the other members of the CALIFORNIA

1 CLASS who have been economically injured by DEFENDANT's past and current unlawful
2 conduct, and all other appropriate legal and equitable relief.

3 6. The true names and capacities, whether individual, corporate, subsidiary,
4 partnership, associate or otherwise of defendants DOES 1 through 50, inclusive, are
5 presently unknown to PLAINTIFF who therefore sues these Defendants by such fictitious
6 names pursuant to Cal. Civ. Proc. Code § 474. PLAINTIFF will seek leave to amend this
7 Complaint to allege the true names and capacities of Does 1 through 50, inclusive, when
8 they are ascertained. PLAINTIFF is informed and believes, and based upon that information
9 and belief alleges, that the Defendants named in this Complaint, including DOES 1 through
10 50, inclusive, are responsible in some manner for one or more of the events and happenings
11 that proximately caused the injuries and damages hereinafter alleged.

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

20 21 THE CONDUCT

22 8. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANT
23 was required to pay PLAINTIFF and CALIFORNIA CLASS Members for all their time
24 worked, meaning the time during which an employee is subject to the control of an
25 employer, including all the time the employee is suffered or permitted to work.
26 DEFENDANT requires PLAINTIFF and CALIFORNIA CLASS Members to work without
27 paying them for all the time they are under DEFENDANT's control. Among other things,
28 DEFENDANT requires PLAINTIFF to work while clocked out during what is supposed to

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

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

22 10. The second component of PLAINTIFF's and other CALIFORNIA CLASS
23 Members' compensation is DEFENDANT's non-discretionary incentive program that paid
24 PLAINTIFF and other CALIFORNIA CLASS Members incentive wages based on their
25 performance for DEFENDANT. The non-discretionary incentive program provided all
26 employees paid on an hourly basis with incentive compensation when the employees met the
27 various performance goals set by DEFENDANT. However, when calculating the regular
28 rate of pay in order to pay overtime and meal and rest break premiums to PLAINTIFF and

1 other CALIFORNIA CLASS Members, DEFENDANT failed to include the incentive
2 compensation as part of the employees' "regular rate of pay" for purposes of calculating
3 overtime pay and meal and rest break premium pay. Management and supervisors described
4 the incentive program to potential and new employees as part of the compensation package.
5 As a matter of law, the incentive compensation received by PLAINTIFF and other
6 CALIFORNIA CLASS Members must be included in the "regular rate of pay." The failure
7 to do so has resulted in a underpayment of overtime compensation and meal and rest break
8 premiums to PLAINTIFF and other CALIFORNIA CLASS Members by DEFENDANT.

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

22 12. During the CALIFORNIA CLASS PERIOD, PLAINTIFF and other
23 CALIFORNIA CLASS Members were also required from time to time to work in excess of
24 four (4) hours without being provided ten (10) minute rest periods. Further, these employees
25 were denied their first rest periods of at least ten (10) minutes for some shifts worked of at
26 least two (2) to four (4) hours from time to time, a first and second rest period of at least ten
27 (10) minutes for some shifts worked of between six (6) and eight (8) hours from time to
28 time, and a first, second and third rest period of at least ten (10) minutes for some shifts

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

15 13. During the CALIFORNIA CLASS PERIOD, DEFENDANT failed to
16 accurately record and pay PLAINTIFF and other CALIFORNIA CLASS Members for the
17 actual amount of time these employees worked. Pursuant to the Industrial Welfare
18 Commission Wage Orders, DEFENDANT was required to pay PLAINTIFF and other
19 CALIFORNIA CLASS Members for all time worked, meaning the time during which an
20 employee was subject to the control of an employer, including all the time the employee was
21 permitted or suffered to permit this work. DEFENDANT required these employees to work
22 off the clock without paying them for all the time they were under DEFENDANT's control.
23 As such, DEFENDANT knew or should have known that PLAINTIFF and the other
24 members of the CALIFORNIA CLASS were under compensated for all time worked. As a
25 result, PLAINTIFF and other CALIFORNIA CLASS Members forfeited time worked by
26 working without their time being accurately recorded and without compensation at the
27 applicable minimum wage and overtime wage rates. To the extent that the time worked off
28 the clock does not qualify for overtime premium payment, DEFENDANT fails to pay

1 minimum wages for the time worked off-the-clock in violation of Cal. Lab. Code §§ 1194,
2 1197, and 1197.1.

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

23 15. Cal. Lab. Code § 204(d) provides, the requirements of this section shall be
24 deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if
25 the wages are paid not more than seven (7) calendar days following the close of the payroll
26 period. Cal. Lab. Code § 210 provides:

27 in [I]n addition to, and entirely independent and apart from, any other penalty provided
28 this article, every person who fails to pay the wages of each employee as provided in
Sections. . . .204. . .shall be subject to a civil penalty as follows: (1) For any initial

1 violation, one hundred dollars (\$100) for each failure to pay each employee; (2) For
2 each subsequent violation, or any willful or intentional violation, two hundred dollars
3 (\$200) for each failure to pay each employee, plus 25 percent of the amount
4 unlawfully withheld.

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

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

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

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

25 20. As a pattern and practice, DEFENDANT regularly failed to pay PLAINTIFF
26 and other members of the CALIFORNIA CLASS their correct wages and accordingly owe
27 waiting time penalties pursuant to Cal. Lab. Code Section 203. Further, PLAINTIFF is
28 informed and believes and based thereon alleges that such failure to pay sick pay at regular
rate was willful, such that PLAINTIFF and members of the CALIFORNIA CLASS whose

1 employment has separated are entitled to waiting time penalties pursuant to Cal. Lab. Code
2 Sections 201-203.

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

13 22. DEFENDANT intentionally and knowingly failed to reimburse and indemnify
14 PLAINTIFF and the other CALIFORNIA CLASS Members for required business expenses
15 incurred by the PLAINTIFF and other CALIFORNIA CLASS Members in direct
16 consequence of discharging their duties on behalf of DEFENDANT. Under California
17 Labor Code Section 2802, employers are required to indemnify employees for all expenses
18 incurred in the course and scope of their employment. Cal. Lab. Code § 2802 expressly
19 states that "an employer shall indemnify his or her employee for all necessary expenditures
20 or losses incurred by the employee in direct consequence of the discharge of his or her
21 duties, or of his or her obedience to the directions of the employer, even though unlawful,
22 unless the employee, at the time of obeying the directions, believed them to be unlawful."

23 23. In the course of their employment PLAINTIFF and other CALIFORNIA
24 CLASS Members as a business expense, were required by DEFENDANT to use their own
25 personal cellular phones as a result of and in furtherance of their job duties as employees for
26 DEFENDANT but are not reimbursed or indemnified by DEFENDANT for the cost
27 associated with the use of their personal cellular phones for DEFENDANT's benefit.
28 Specifically, PLAINTIFF and other CALIFORNIA CLASS Members were required by

1 DEFENDANT to use their personal cellular phones. As a result, in the course of their
2 employment with DEFENDANT, PLAINTIFF and other members of the CALIFORNIA
3 CLASS incurred unreimbursed business expenses which included, but were not limited to,
4 costs related to the use of their personal cellular phones all on behalf of and for the benefit of
5 DEFENDANT.

6 24. In violation of the applicable sections of the California Labor Code and the
7 requirements of the applicable Industrial Welfare Commission ("IWC") Wage Order,
8 DEFENDANT as a matter of company policy, practice and procedure, intentionally,
9 knowingly and systematically failed to provide PLAINTIFF and the other Aggrieved
10 Employees suitable seating when the nature of these employees' work reasonably permitted
11 sitting.

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

17 26. By reason of this conduct applicable to PLAINTIFF and all Aggrieved
18 Employees, DEFENDANT violated California Labor Code Section 1198 and California
19 Code of Regulations, Title 8, Section 11070(14) (Failure to Provide Seating), Wage Order
20 4-2001, Section 14 by failing to provide suitable seats. PLAINTIFF seeks penalties on
21 behalf of PLAINTIFF and other Aggrieved Employees as provided herein. Providing
22 suitable seating is the DEFENDANT's burden. As a result of DEFENDANT's intentional
23 disregard of the obligation to meet this burden, DEFENDANT violated the California Labor
24 Code and regulations promulgated thereunder as herein alleged.

25 27. Specifically as to PLAINTIFF, DEFENDANT failed to provide all the legally
26 required off-duty meal and rest breaks to PLAINTIFF as required by the applicable Wage
27 Order and Labor Code and failed to pay PLAINTIFF all minimum and overtime wages due
28 to PLAINTIFF. DEFENDANT did not have a policy or practice which provided timely off-

1 duty meal and rest breaks to PLAINTIFF and also failed to compensate PLAINTIFF for
2 PLAINTIFF's missed meal and rest breaks. The nature of the work performed by the
3 PLAINTIFF did not prevent PLAINTIFF from being relieved of all of PLAINTIFF's duties
4 for the legally required off-duty meal periods. As a result, DEFENDANT's failure to
5 provide PLAINTIFF with the legally required meal periods is evidenced by DEFENDANT's
6 business records. The amount in controversy for PLAINTIFF individually does not exceed
7 the sum or value of \$75,000.

8 **JURISDICTION AND VENUE**

9 28. This Court has jurisdiction over this Action pursuant to California Code of
10 Civil Procedure, Section 410.10 and California Business & Professions Code, Section
11 17203. This action is brought as a Class Action on behalf of PLAINTIFF and similarly
12 situated employees of DEFENDANT pursuant to Cal. Code of Civ. Proc. § 382.

13 29. Venue is proper in this Court pursuant to California Code of Civil Procedure,
14 Sections 395 and 395.5, because PLAINTIFF worked in this County for DEFENDANT and
15 DEFENDANT (i) currently maintains and at all relevant times maintained offices and
16 facilities in this County and/or conducts substantial business in this County, and (ii)
17 committed the wrongful conduct herein alleged in this County against members of the
18 CALIFORNIA CLASS.

19 **THE CALIFORNIA CLASS**

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

4 31. To the extent equitable tolling operates to toll claims by the CALIFORNIA
5 CLASS against DEFENDANT, the CALIFORNIA CLASS PERIOD should be adjusted
6 accordingly.

7 32. DEFENDANT, as a matter of company policy, practice and procedure, and in
8 violation of the applicable Labor Code, Industrial Welfare Commission ("IWC") Wage
9 Order requirements, and the applicable provisions of California law, intentionally,
10 knowingly, and wilfully, engaged in a practice whereby DEFENDANT failed to record all
11 meal and rest breaks missed by PLAINTIFF and other CALIFORNIA CLASS Members,
12 even though DEFENDANT enjoyed the benefit of this work, required employees to perform
13 this work and permits or suffers to permit this work.

14 33. DEFENDANT has the legal burden to establish that each and every
15 CALIFORNIA CLASS Member was paid accurately for all meal and rest breaks missed as
16 required by California laws. The DEFENDANT, however, as a matter of policy and
17 procedure failed to have in place during the CALIFORNIA CLASS PERIOD and still fails
18 to have in place a policy or practice to ensure that each and every CALIFORNIA CLASS
19 Member is paid as required by law. This common business practice is applicable to each
20 and every CALIFORNIA CLASS Member can be adjudicated on a class-wide basis as
21 unlawful, unfair, and/or deceptive under Cal. Business & Professions Code §§ 17200, *et seq.*
22 (the "UCL") as causation, damages, and reliance are not elements of this claim.

23 34. The CALIFORNIA CLASS, is so numerous that joinder of all CALIFORNIA
24 CLASS Members is impracticable.

25 35. DEFENDANT violated the rights of the CALIFORNIA CLASS under
26 California law by:

- 27 (a) Committing an act of unfair competition in violation of , Cal. Bus. &
28 Prof. Code §§ 17200, *et seq.* (the "UCL"), by unlawfully, unfairly

1 and/or deceptively having in place company policies, practices and
2 procedures that failed to record and pay PLAINTIFF and the other
3 members of the CALIFORNIA CLASS for all time worked, including
4 minimum wages owed and overtime wages owed for work performed
5 by these employees; and,

- 6 (b) Committing an act of unfair competition in violation of the UCL, by
7 failing to provide the PLAINTIFF and the other members of the
8 CALIFORNIA CLASS with the legally required meal and rest periods.

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

- 11 (a) The persons who comprise the CALIFORNIA CLASS are so numerous
12 that the joinder of all such persons is impracticable and the disposition
13 of their claims as a class will benefit the parties and the Court;
- 14 (b) Nearly all factual, legal, statutory, declaratory and injunctive relief
15 issues that are raised in this Complaint are common to the
16 CALIFORNIA CLASS will apply to every member of the
17 CALIFORNIA CLASS;
- 18 (c) The claims of the representative PLAINTIFF are typical of the claims
19 of each member of the CALIFORNIA CLASS. PLAINTIFF, like all
20 the other members of the CALIFORNIA CLASS, was classified as a
21 non-exempt employee paid on an hourly basis who was subjected to the
22 DEFENDANT's deceptive practice and policy which failed to provide
23 the legally required meal and rest periods to the CALIFORNIA CLASS
24 and thereby underpaid compensation to PLAINTIFF and
25 CALIFORNIA CLASS. PLAINTIFF sustained economic injury as a
26 result of DEFENDANT's employment practices. PLAINTIFF and the
27 members of the CALIFORNIA CLASS were and are similarly or
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1 identically harmed by the same unlawful, deceptive and unfair
2 misconduct engaged in by DEFENDANT; and,

- 3 (d) The representative PLAINTIFF will fairly and adequately represent and
4 protect the interest of the CALIFORNIA CLASS, and has retained
5 counsel who are competent and experienced in Class Action litigation.
6 There are no material conflicts between the claims of the representative
7 PLAINTIFF and the members of the CALIFORNIA CLASS that would
8 make class certification inappropriate. Counsel for the CALIFORNIA
9 CLASS will vigorously assert the claims of all CALIFORNIA CLASS
10 Members.

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

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

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

- 26 (b) The parties opposing the CALIFORNIA CLASS have acted or refused
27 to act on grounds generally applicable to the CALIFORNIA CLASS,
28 making appropriate class-wide relief with respect to the CALIFORNIA

1 CLASS as a whole in that DEFENDANT failed to pay all wages due to
2 members of the CALIFORNIA CLASS as required by law;

3 1) With respect to the First Cause of Action, the final relief on
4 behalf of the CALIFORNIA CLASS sought does not relate
5 exclusively to restitution because through this claim
6 PLAINTIFF seeks declaratory relief holding that the
7 DEFENDANT's policy and practices constitute unfair
8 competition, along with declaratory relief, injunctive relief, and
9 incidental equitable relief as may be necessary to prevent and
10 remedy the conduct declared to constitute unfair competition;

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

17 1) The interests of the members of the CALIFORNIA CLASS in
18 individually controlling the prosecution or defense of separate
19 actions in that the substantial expense of individual actions will
20 be avoided to recover the relatively small amount of economic
21 losses sustained by the individual CALIFORNIA CLASS
22 Members when compared to the substantial expense and burden
23 of individual prosecution of this litigation;

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

26 A. Inconsistent or varying adjudications with respect to
27 individual members of the CALIFORNIA CLASS, which
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1 would establish incompatible standards of conduct for the
2 DEFENDANT; and/or,

3 B. Adjudications with respect to individual members of the
4 CALIFORNIA CLASS would as a practical matter be
5 dispositive of the interests of the other members not
6 parties to the adjudication or substantially impair or
7 impede their ability to protect their interests;

8 3) In the context of wage litigation because a substantial number of
9 individual CALIFORNIA CLASS Members will avoid asserting
10 their legal rights out of fear of retaliation by DEFENDANT,
11 which may adversely affect an individual's job with
12 DEFENDANT or with a subsequent employer, the Class Action
13 is the only means to assert their claims through a representative;
14 and,

15 4) A class action is superior to other available methods for the fair
16 and efficient adjudication of this litigation because class
17 treatment will obviate the need for unduly and unnecessary
18 duplicative litigation that is likely to result in the absence of
19 certification of this action pursuant to Cal. Code of Civ. Proc. §
20 382.

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

23 (a) The questions of law and fact common to the CALIFORNIA CLASS
24 predominate over any question affecting only individual CALIFORNIA
25 CLASS Members because the DEFENDANT's employment practices
26 are applied with respect to the CALIFORNIA CLASS;

27 (b) A Class Action is superior to any other available method for the fair
28 and efficient adjudication of the claims of the members of the

1 CALIFORNIA CLASS because in the context of employment litigation
2 a substantial number of individual CALIFORNIA CLASS Members
3 will avoid asserting their rights individually out of fear of retaliation or
4 adverse impact on their employment;

5 (c) The members of the CALIFORNIA CLASS are so numerous that it is
6 impractical to bring all members of the CALIFORNIA CLASS before
7 the Court;

8 (d) PLAINTIFF, and the other CALIFORNIA CLASS Members, will not
9 be able to obtain effective and economic legal redress unless the action
10 is maintained as a Class Action;

11 (e) There is a community of interest in obtaining appropriate legal and
12 equitable relief for the acts of unfair competition, statutory violations
13 and other improprieties, and in obtaining adequate compensation for the
14 damages and injuries which DEFENDANT's actions have inflicted
15 upon the CALIFORNIA CLASS;

16 (f) There is a community of interest in ensuring that the combined assets of
17 DEFENDANT are sufficient to adequately compensate the members of
18 the CALIFORNIA CLASS for the injuries sustained;

19 (g) DEFENDANT has acted or refused to act on grounds generally
20 applicable to the CALIFORNIA CLASS, thereby making final class-
21 wide relief appropriate with respect to the CALIFORNIA CLASS as a
22 whole;

23 (h) The members of the CALIFORNIA CLASS are readily ascertainable
24 from the business records of DEFENDANT; and,

25 (i) Class treatment provides manageable judicial treatment calculated to
26 bring a efficient and rapid conclusion to all litigation of all wage and
27 hour related claims arising out of the conduct of DEFENDANT as to
28 the members of the CALIFORNIA CLASS.

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

6
7 **THE CALIFORNIA LABOR SUB-CLASS**

8 40. PLAINTIFF further brings the Second, Third, Fourth, Fifth, Sixth, Seventh,
9 Eighth and Ninth causes Action on behalf of a California sub-class, defined as all members
10 of the CALIFORNIA CLASS who are or previously were employed by DEFENDANT in
11 California, including any employees staffed with DEFENDANT by a third party, and
12 classified as non exempt employees (the "CALIFORNIA LABOR SUB-CLASS") at any
13 time during the period three (3) years prior to the filing of the complaint and ending on the
14 date as determined by the Court (the "CALIFORNIA LABOR SUB-CLASS PERIOD")
15 pursuant to Cal. Code of Civ. Proc. § 382. The amount in controversy for the aggregate
16 claim of CALIFORNIA LABOR SUB-CLASS Members is under five million dollars
17 (\$5,000,000.00).

18 41. DEFENDANT, in violation of the applicable Labor Code, Industrial Welfare
19 Commission ("IWC") Wage Order requirements, and the applicable provisions of California
20 law, intentionally, knowingly, and wilfully, engaged in a practice whereby DEFENDANT
21 failed to correctly calculate compensation for the time worked by PLAINTIFF and the other
22 members of the CALIFORNIA LABOR SUB-CLASS and reporting time wages owed to
23 these employees, even though DEFENDANT enjoyed the benefit of this work, required
24 employees to perform this work and permitted or suffered to permit this work.
25 DEFENDANT has denied these CALIFORNIA LABOR SUB-CLASS Members wages to
26 which these employees are entitled in order to unfairly cheat the competition and unlawfully
27 profit. To the extent equitable tolling operates to toll claims by the CALIFORNIA LABOR
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1 SUB-CLASS against DEFENDANT, the CALIFORNIA LABOR SUB-CLASS PERIOD
2 should be adjusted accordingly.

3 42. DEFENDANT maintains records from which the Court can ascertain and
4 identify by name and job title, each of DEFENDANT's employees who have been
5 intentionally subjected to DEFENDANT's company policy, practices and procedures as
6 herein alleged. PLAINTIFF will seek leave to amend the complaint to include any
7 additional job titles of similarly situated employees when they have been identified.

8 43. The CALIFORNIA LABOR SUB-CLASS is so numerous that joinder of all
9 CALIFORNIA LABOR SUB-CLASS Members is impracticable.

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

- 12 (a) Whether DEFENDANT unlawfully failed to correctly calculate and
13 pay compensation due to members of the CALIFORNIA LABOR
14 SUB-CLASS for missed meal and rest breaks in violation of the
15 California Labor Code and California regulations and the applicable
16 California Wage Order;
- 17 (b) Whether DEFENDANT failed to provide the PLAINTIFF and the other
18 members of the CALIFORNIA LABOR SUB-CLASS with accurate
19 itemized wage statements;
- 20 (c) Whether DEFENDANT has engaged in unfair competition by the
21 above-listed conduct;
- 22 (d) The proper measure of damages and penalties owed to the members of
23 the CALIFORNIA LABOR SUB-CLASS; and,
- 24 (e) Whether DEFENDANT's conduct was willful.

25 45. DEFENDANT violated the rights of the CALIFORNIA LABOR SUB-
26 CLASS under California law by:

- 27 (a) Violating Cal. Lab. Code § 510, by failing to correctly pay the
28 PLAINTIFF and the members of the CALIFORNIA LABOR SUB-

1 CLASS all wages due for overtime worked, for which DEFENDANT is
2 liable pursuant to Cal. Lab. Code § 1194;

3 (b) Violating Cal. Lab. Code §§ 1194, 1197 & 1197.1 *et seq.*, by failing to
4 accurately pay PLAINTIFF and the members of the CALIFORNIA
5 LABOR SUB-CLASS the correct minimum wage pay for which
6 DEFENDANT is liable pursuant to Cal. Lab. Code §§ 1194 and 1197;

7 (c) Violating Cal. Lab. Code § 226, by failing to provide PLAINTIFF and
8 the members of the CALIFORNIA LABOR SUB-CLASS with an
9 accurate itemized statement in writing showing the corresponding
10 correct amount of wages earned by the employee;

11 (d) Violating Cal. Lab. Code §§ 226.7 and 512, by failing to provide
12 PLAINTIFF and the other members of the CALIFORNIA LABOR
13 SUB-CLASS with all legally required off-duty, uninterrupted thirty
14 (30) minute meal breaks and the legally required off-duty rest breaks;

15 (e) Violating Cal. Lab. Code §§ 201, 202 and/or 203, which provides that
16 when an employee is discharged or quits from employment, the
17 employer must pay the employee all wages due without abatement, by
18 failing to tender full payment and/or restitution of wages owed or in the
19 manner required by California law to the members of the
20 CALIFORNIA LABOR SUB-CLASS who have terminated their
21 employment; and,

22 (f) Violating Cal. Lab. Code § 2802 by failing to reimburse PLAINTIFF
23 and the CALIFORNIA LABOR SUB-CLASS members with necessary
24 expenses incurred in the discharge of their job duties.

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

27 (a) The persons who comprise the CALIFORNIA LABOR SUB-CLASS
28 are so numerous that the joinder of all CALIFORNIA LABOR SUB-

1 CLASS Members is impracticable and the disposition of their claims as
2 a class will benefit the parties and the Court;

3 (b) Nearly all factual, legal, statutory, declaratory and injunctive relief
4 issues that are raised in this Complaint are common to the
5 CALIFORNIA LABOR SUB-CLASS and will apply to every member
6 of the CALIFORNIA LABOR SUB-CLASS;

7 (c) The claims of the representative PLAINTIFF are typical of the claims
8 of each member of the CALIFORNIA LABOR SUB-CLASS.
9 PLAINTIFF, like all the other members of the CALIFORNIA LABOR
10 SUB-CLASS, was a non-exempt employee paid on an hourly basis who
11 was subjected to the DEFENDANT's practice and policy which failed
12 to pay the correct amount of wages due to the CALIFORNIA LABOR
13 SUB-CLASS. PLAINTIFF sustained economic injury as a result of
14 DEFENDANT's employment practices. PLAINTIFF and the members
15 of the CALIFORNIA LABOR SUB-CLASS were and are similarly or
16 identically harmed by the same unlawful, deceptive, and unfair
17 misconduct engaged in by DEFENDANT; and,

18 (d) The representative PLAINTIFF will fairly and adequately represent and
19 protect the interest of the CALIFORNIA LABOR SUB-CLASS, and
20 has retained counsel who are competent and experienced in Class
21 Action litigation. There are no material conflicts between the claims of
22 the representative PLAINTIFF and the members of the CALIFORNIA
23 LABOR SUB-CLASS that would make class certification
24 inappropriate. Counsel for the CALIFORNIA LABOR SUB-CLASS
25 will vigorously assert the claims of all CALIFORNIA LABOR SUB-
26 CLASS Members.

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

- 1 (a) Without class certification and determination of declaratory, injunctive,
2 statutory and other legal questions within the class format, prosecution
3 of separate actions by individual members of the CALIFORNIA
4 LABOR SUB-CLASS will create the risk of:
- 5 1) Inconsistent or varying adjudications with respect to individual
6 members of the CALIFORNIA LABOR SUB-CLASS which
7 would establish incompatible standards of conduct for the
8 parties opposing the CALIFORNIA LABOR SUB-CLASS; or,
9 2) Adjudication with respect to individual members of the
10 CALIFORNIA LABOR SUB-CLASS which would as a
11 practical matter be dispositive of interests of the other members
12 not party to the adjudication or substantially impair or impede
13 their ability to protect their interests.
- 14 (b) The parties opposing the CALIFORNIA LABOR SUB-CLASS have
15 acted or refused to act on grounds generally applicable to the
16 CALIFORNIA LABOR SUB-CLASS, making appropriate class-wide
17 relief with respect to the CALIFORNIA LABOR SUB-CLASS as a
18 whole in that DEFENDANT fails to pay all wages due. Including the
19 correct wages for all time worked by the members of the
20 CALIFORNIA LABOR SUB-CLASS as required by law;
- 21 (c) Common questions of law and fact predominate as to the members of
22 the CALIFORNIA LABOR SUB-CLASS, with respect to the practices
23 and violations of California Law as listed above, and predominate over
24 any question affecting only individual CALIFORNIA LABOR SUB-
25 CLASS Members, and a Class Action is superior to other available
26 methods for the fair and efficient adjudication of the controversy,
27 including consideration of:
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- 1) The interests of the members of the CALIFORNIA LABOR SUB-CLASS in individually controlling the prosecution or defense of separate actions in that the substantial expense of individual actions will be avoided to recover the relatively small amount of economic losses sustained by the individual CALIFORNIA LABOR SUB-CLASS Members when compared to the substantial expense and burden of individual prosecution of this litigation;
- 2) Class certification will obviate the need for unduly duplicative litigation that would create the risk of:
 - A. Inconsistent or varying adjudications with respect to individual members of the CALIFORNIA LABOR SUB-CLASS, which would establish incompatible standards of conduct for the DEFENDANT; and/or,
 - B. Adjudications with respect to individual members of the CALIFORNIA LABOR SUB-CLASS would as a practical matter be dispositive of the interests of the other members not parties to the adjudication or substantially impair or impede their ability to protect their interests;
- 3) In the context of wage litigation because a substantial number of individual CALIFORNIA LABOR SUB-CLASS Members will avoid asserting their legal rights out of fear of retaliation by DEFENDANT, which may adversely affect an individual's job with DEFENDANT or with a subsequent employer, the Class Action is the only means to assert their claims through a representative; and,
- 4) A class action is superior to other available methods for the fair and efficient adjudication of this litigation because class

1 treatment will obviate the need for unduly and unnecessary
2 duplicative litigation that is likely to result in the absence of
3 certification of this action pursuant to Cal. Code of Civ. Proc. §
4 382.

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

- 7 (a) The questions of law and fact common to the CALIFORNIA LABOR
8 SUB-CLASS predominate over any question affecting only individual
9 CALIFORNIA LABOR SUB-CLASS Members;
- 10 (b) A Class Action is superior to any other available method for the fair
11 and efficient adjudication of the claims of the members of the
12 CALIFORNIA LABOR SUB-CLASS because in the context of
13 employment litigation a substantial number of individual
14 CALIFORNIA LABOR SUB-CLASS Members will avoid asserting
15 their rights individually out of fear of retaliation or adverse impact on
16 their employment;
- 17 (c) The members of the CALIFORNIA LABOR SUB-CLASS are so
18 numerous that it is impractical to bring all members of the
19 CALIFORNIA LABOR SUB-CLASS before the Court;
- 20 (d) PLAINTIFF, and the other CALIFORNIA LABOR SUB-CLASS
21 Members, will not be able to obtain effective and economic legal
22 redress unless the action is maintained as a Class Action;
- 23 (e) There is a community of interest in obtaining appropriate legal and
24 equitable relief for the acts of unfair competition, statutory violations
25 and other improprieties, and in obtaining adequate compensation for the
26 damages and injuries which DEFENDANT's actions have inflicted
27 upon the CALIFORNIA LABOR SUB-CLASS;
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- 1 (f) There is a community of interest in ensuring that the combined assets of
2 DEFENDANT are sufficient to adequately compensate the members of
3 the CALIFORNIA LABOR SUB-CLASS for the injuries sustained;
- 4 (g) DEFENDANT has acted or refused to act on grounds generally
5 applicable to the CALIFORNIA LABOR SUB-CLASS, thereby
6 making final class-wide relief appropriate with respect to the
7 CALIFORNIA LABOR SUB-CLASS as a whole;
- 8 (h) The members of the CALIFORNIA LABOR SUB-CLASS are readily
9 ascertainable from the business records of DEFENDANT. The
10 CALIFORNIA LABOR SUB-CLASS consists of all CALIFORNIA
11 CLASS Members who worked for DEFENDANT in California at any
12 time during the CALIFORNIA LABOR SUB-CLASS PERIOD; and,
- 13 (i) Class treatment provides manageable judicial treatment calculated to
14 bring a efficient and rapid conclusion to all litigation of all wage and
15 hour related claims arising out of the conduct of DEFENDANT as to
16 the members of the CALIFORNIA LABOR SUB-CLASS.

17
18 **FIRST CAUSE OF ACTION**

19 **For Unlawful Business Practices**

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

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

22 49. PLAINTIFF, and the other members of the CALIFORNIA CLASS, reallege
23 and incorporate by this reference, as though fully set forth herein, the prior paragraphs of
24 this Complaint.

25 50. DEFENDANT is a “person” as that term is defined under Cal. Bus. and Prof.
26 Code § 17021.

27 51. California Business & Professions Code §§ 17200, *et seq.* (the “UCL”) defines
28 unfair competition as any unlawful, unfair, or fraudulent business act or practice. Section

1 17203 authorizes injunctive, declaratory, and/or other equitable relief with respect to unfair
2 competition as follows:

3 Any person who engages, has engaged, or proposes to engage in unfair
4 competition may be enjoined in any court of competent jurisdiction. The court
5 may make such orders or judgments, including the appointment of a receiver,
6 as may be necessary to prevent the use or employment by any person of any
7 practice which constitutes unfair competition, as defined in this chapter, or as
8 may be necessary to restore to any person in interest any money or property,
9 real or personal, which may have been acquired by means of such unfair
10 competition.

11 Cal. Bus. & Prof. Code § 17203.

12 52. By the conduct alleged herein, DEFENDANT has engaged and continues to
13 engage in a business practice which violates California law, including but not limited to, the
14 applicable Industrial Wage Order(s), the California Code of Regulations and the California
15 Labor Code including Sections 204, 210, 221, 226.7, 246, 510, 512, 1194, 1197, 1197.1,
16 1198, 2802 and the Fair Labor Standards Act and federal regulations promulgated
17 thereunder, for which this Court should issue declaratory and other equitable relief pursuant
18 to Cal. Bus. & Prof. Code § 17203 as may be necessary to prevent and remedy the conduct
19 held to constitute unfair competition, including restitution of wages wrongfully withheld.

20 53. By the conduct alleged herein, DEFENDANT's practices were unlawful and
21 unfair in that these practices violate public policy, were immoral, unethical, oppressive,
22 unscrupulous or substantially injurious to employees, and were without valid justification or
23 utility for which this Court should issue equitable and injunctive relief pursuant to Section
24 17203 of the California Business & Professions Code, including restitution of wages
25 wrongfully withheld.

26 54. By the conduct alleged herein, DEFENDANT's practices were deceptive and
27 fraudulent in that DEFENDANT's policy and practice failed to provide the legally
28 mandated meal and rest periods, the required amount of compensation for missed meal and
rest periods and overtime and minimum wages owed, failed to timely pay wages, and failed
to reimburse all necessary business expenses incurred, and failed to provide Fair Labor
Standards Act overtime wages due for overtime worked as a result of failing to include non-

1 discretionary incentive compensation into their regular rates of pay for purposes of
2 computing the proper overtime pay due to a business practice that cannot be justified,
3 pursuant to the applicable Cal. Lab. Code, and Industrial Welfare Commission requirements
4 in violation of Cal. Bus. Code §§ 17200, *et seq.*, and for which this Court should issue
5 injunctive and equitable relief, pursuant to Cal. Bus. & Prof. Code § 17203, including
6 restitution of wages wrongfully withheld.

7 55. By the conduct alleged herein, DEFENDANT's practices were also unlawful,
8 unfair and deceptive in that DEFENDANT's employment practices caused PLAINTIFF and
9 the other members of the CALIFORNIA CLASS to be underpaid during their employment
10 with DEFENDANT.

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

15 57. Therefore, PLAINTIFF demands on behalf of herself and on behalf of each
16 CALIFORNIA CLASS Member, one (1) hour of pay for each workday in which an off-duty
17 meal period was not timely provided for each five (5) hours of work, and/or one (1) hour of
18 pay for each workday in which a second off-duty meal period was not timely provided for
19 each ten (10) hours of work.

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

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

1 60. All the acts described herein as violations of, among other things, the
2 Industrial Welfare Commission Wage Orders, the California Code of Regulations, and the
3 California Labor Code, were unlawful and in violation of public policy, were immoral,
4 unethical, oppressive and unscrupulous, were deceptive, and thereby constitute unlawful,
5 unfair and deceptive business practices in violation of Cal. Bus. & Prof. Code §§ 17200, *et*
6 *seq.*

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

12 62. PLAINTIFF and the other members of the CALIFORNIA CLASS are further
13 entitled to, and do, seek a declaration that the described business practices are unlawful,
14 unfair and deceptive, and that injunctive relief should be issued restraining DEFENDANT
15 from engaging in any unlawful and unfair business practices in the future.

16 63. PLAINTIFF and the other members of the CALIFORNIA CLASS have no
17 plain, speedy and/or adequate remedy at law that will end the unlawful and unfair business
18 practices of DEFENDANT. Further, the practices herein alleged presently continue to occur
19 unabated. As a result of the unlawful and unfair business practices described herein,
20 PLAINTIFF and the other members of the CALIFORNIA CLASS have suffered and will
21 continue to suffer irreparable legal and economic harm unless DEFENDANT is restrained
22 from continuing to engage in these unlawful and unfair business practices.

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1 implementing a policy and practice that denies accurate compensation to PLAINTIFF and
2 the other members of the CALIFORNIA LABOR SUB-CLASS in regards to minimum
3 wage pay.

4 71. In committing these violations of the California Labor Code, DEFENDANT
5 inaccurately calculated the correct time worked and consequently underpaid the actual time
6 worked by PLAINTIFF and other members of the CALIFORNIA LABOR SUB-CLASS.
7 DEFENDANT acted in an illegal attempt to avoid the payment of all earned wages, and
8 other benefits in violation of the California Labor Code, the Industrial Welfare Commission
9 requirements and other applicable laws and regulations.

10 72. As a direct result of DEFENDANT's unlawful wage practices as alleged
11 herein, PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS did
12 not receive the correct minimum wage compensation for their time worked for
13 DEFENDANT.

14 73. During the CALIFORNIA LABOR SUB-CLASS PERIOD, DEFENDANT
15 required, permitted or suffered PLAINTIFF and CALIFORNIA LABOR SUB-CLASS
16 Members to work without paying them for all the time they were under DEFENDANT's
17 control. During the CALIFORNIA LABOR SUB-CLASS PERIOD, PLAINTIFF and the
18 other members of the CALIFORNIA LABOR SUB-CLASS were paid less for time worked
19 that they were entitled to, constituting a failure to pay all earned wages.

20 74. By virtue of DEFENDANT's unlawful failure to accurately pay all earned
21 compensation to PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-
22 CLASS for the true time they worked, PLAINTIFF and the other members of the
23 CALIFORNIA LABOR SUB-CLASS have suffered and will continue to suffer an economic
24 injury in amounts which are presently unknown to them and which will be ascertained
25 according to proof at trial.

26 75. DEFENDANT knew or should have known that PLAINTIFF and the other
27 members of the CALIFORNIA LABOR SUB-CLASS were under compensated for their
28 time worked. DEFENDANT elected, either through intentional malfeasance or gross

1 nonfeasance, to not pay employees for their labor as a matter of company policy, practice
2 and procedure, and DEFENDANT perpetrated this scheme by refusing to pay PLAINTIFF
3 and the other members of the CALIFORNIA LABOR SUB-CLASS the correct minimum
4 wages for their time worked.

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

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

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1 **THIRD CAUSE OF ACTION**

2 **For Failure To Pay Overtime Compensation**

3 **[Cal. Lab. Code § 510]**

4 **(By PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS and Against All**
5 **Defendants)**

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

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

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

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

21 82. Cal. Lab. Code § 1194 establishes an employee's right to recover unpaid
22 wages, including minimum wage and overtime compensation and interest thereon, together
23 with the costs of suit. Cal. Lab. Code § 1198 further states that the employment of an
24 employee for longer hours than those fixed by the Industrial Welfare Commission is
25 unlawful.

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

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

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

20 86. Cal. Lab. Code § 515 sets out various categories of employees who are exempt
21 from the overtime requirements of the law. None of these exemptions are applicable to the
22 PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS. Further,
23 PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS were not
24 subject to a valid collective bargaining agreement that would preclude the causes of action
25 contained herein this Complaint. Rather, PLAINTIFF brings this Action on behalf of
26 herself and the CALIFORNIA LABOR SUB-CLASS based on DEFENDANT's violations
27 of non-negotiable, non-waiveable rights provided by the State of California.
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1 87. During the CALIFORNIA LABOR SUB-CLASS PERIOD, PLAINTIFF and
2 the other members of the CALIFORNIA LABOR SUB-CLASS have been paid less for
3 overtime worked that they are entitled to, constituting a failure to pay all earned wages.

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

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

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

23 91. In performing the acts and practices herein alleged in violation of California
24 labor laws, and refusing to compensate the members of the CALIFORNIA LABOR SUB-
25 CLASS for all overtime worked and provide them with the requisite overtime compensation,
26 DEFENDANT acted and continues to act intentionally, oppressively, and maliciously
27 toward PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS
28 with a conscious of and utter disregard for their legal rights, or the consequences to them,

1 and with the despicable intent of depriving them of their property and legal rights, and
2 otherwise causing them injury in order to increase company profits at the expense of these
3 employees.

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

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17 **FOURTH CAUSE OF ACTION**

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

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

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

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

25 94. During the CALIFORNIA CLASS PERIOD, DEFENDANT from time to time
26 failed to provide all the legally required off-duty meal breaks to PLAINTIFF and the other
27 CALIFORNIA LABOR SUB-CLASS Members as required by the applicable Wage Order
28 and Labor Code. The nature of the work performed by PLAINTIFF and CALIFORNIA

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

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

19 96. As a proximate result of the aforementioned violations, PLAINTIFF and
20 CALIFORNIA LABOR SUB-CLASS Members have been damaged in an amount according
21 to proof at trial, and seek all wages earned and due, interest, penalties, expenses and costs of
22 suit.

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1 **FIFTH CAUSE OF ACTION**

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

3 **[Cal. Lab. Code §§ 226.7 & 512]**

4 **(By PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS and Against All**
5 **Defendants)**

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

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

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

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

25 100. As a proximate result of the aforementioned violations, PLAINTIFF and
26 CALIFORNIA LABOR SUB-CLASS Members have been damaged in an amount according
27 to proof at trial, and seek all wages earned and due, interest, penalties, expenses and costs of
28 suit.

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

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

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3 **SEVENTH CAUSE OF ACTION**

4 **For Failure to Reimburse Employees for Required Expenses**

5 **[Cal. Lab. Code § 2802]**

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

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

11 106. Cal. Lab. Code § 2802 provides, in relevant part, that:

12 An employer shall indemnify his or her employee for all necessary
13 expenditures or losses incurred by the employee in direct consequence of the
14 discharge of his or her duties, or of his or her obedience to the directions of the
15 employer, even though unlawful, unless the employee, at the time of obeying
16 the directions, believed them to be unlawful.

17 107. At all relevant times herein, DEFENDANT violated Cal. Lab. Code § 2802,
18 by failing to indemnify and reimburse PLAINTIFF and the CALIFORNIA LABOR SUB-
19 CLASS members for required expenses incurred in the discharge of their job duties for
20 DEFENDANT's benefit. DEFENDANT failed to reimburse PLAINTIFF and the
21 CALIFORNIA LABOR SUB-CLASS members for expenses which included, but were not
22 limited to, costs related to using their personal cellular phones on behalf of and for the
23 benefit of DEFENDANT. Specifically, PLAINTIFF and other CALIFORNIA LABOR
24 SUB-CLASS Members were required by DEFENDANT to use their personal cellular
25 phones and home offices in order to perform work related job tasks. DEFENDANT's policy
26 and practice was to not reimburse PLAINTIFF and the CALIFORNIA LABOR SUB-
27 CLASS members for expenses resulting from using their personal cellular phones and home
28 offices for DEFENDANT within the course and scope of their employment for
DEFENDANT. These expenses were necessary to complete their principal job duties.

1 DEFENDANT is estopped by DEFENDANT's conduct to assert any waiver of this
2 expectation. Although these expenses were necessary expenses incurred by PLAINTIFF
3 and the CALIFORNIA LABOR SUB-CLASS members, DEFENDANT failed to indemnify
4 and reimburse PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS members for
5 these expenses as an employer is required to do under the laws and regulations of California.

6 108. PLAINTIFF therefore demands reimbursement for expenditures or losses
7 incurred by herself and the CALIFORNIA LABOR SUB-CLASS members in the discharge
8 of their job duties for DEFENDANT, or their obedience to the directions of DEFENDANT,
9 with interest at the statutory rate and costs under Cal. Lab. Code § 2802.

10 **EIGHTH CAUSE OF ACTION**

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

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

13 **(By PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS**
14 **and Against All Defendants)**

15 109. PLAINTIFF, and the other members of the CALIFORNIA LABOR SUB-
16 CLASS, reallege and incorporate by reference, as though fully set forth herein, the prior
17 paragraphs of this Complaint.

18 110. Cal. Lab. Code § 200 provides, in relevant part, that:
19 As used in this article:

20 (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.

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

23 111. Cal. Lab. Code § 201 provides, in relevant part, "that If an employer
24 discharges an employee, the wages earned and unpaid at the time of discharge are due and
25 payable immediately."

26 112. Cal. Lab. Code § 202 provides, in relevant part, that:

27 If an employee not having a written contract for a definite period quits his
28 or her employment, his or her wages shall become due and payable not

1 later than 72 hours thereafter, unless the employee has given 72 hours
2 previous notice of his or her intention to quit, in which case the employee
3 is entitled to his or her wages at the time of quitting. Notwithstanding any
4 other provision of law, an employee who quits without providing a 72-
5 hour notice shall be entitled to receive payment by mail if he or she so
6 requests and designates a mailing address. The date of the mailing shall
7 constitute the date of payment for purposes of the requirement to provide
8 payment within 72 hours of the notice of quitting.

9 113. There was no definite term in PLAINTIFF's or any CALIFORNIA LABOR
10 SUB-CLASS Members' employment contract.

11 114. Cal. Lab. Code § 203 provides, in relevant part, that:

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

18 115. The employment of PLAINTIFF and many CALIFORNIA LABOR SUB-
19 CLASS Members has terminated and DEFENDANT has not tendered payment of all wages
20 owed as required by law. Additionally, at all times during the term of PLAINTIFF's
21 employment with DEFENDANT, PLAINTIFF and CALIFORNIA LABOR SUB-CLASS
22 Members earned and accrued vested vacation and holiday time on the date of their
23 termination pursuant to DEFENDANT's uniform vacation policies and applicable California
24 law. The amount of vacation pay PLAINTIFF and the other CALIFORNIA LABOR SUB-
25 CLASS Members earned and accumulated is evidenced by DEFENDANT's business
26 records. Additionally, DEFENDANT also underpaid accrued vested vacation wages to
27 PLAINTIFF and other CALIFORNIA LABOR SUB-CLASS MEMBERS by failing to pay
28 such wages at the regular rate of pay and more specifically the final rate of pay that included
all non-discretionary incentive compensation. Rather than pay vacation wages at the regular
rate of pay, DEFENDANT underpaid vacation wages to PLAINTIFF and other
CALIFORNIA LABOR SUB-CLASS Members at their base rates of pay, instead of
including all of PLAINTIFF's and CALIFORNIA LABOR SUB-CLASS Members' non-
discretionary incentive compensation into the vacation wage payment calculations.
DEFENDANT failed to specify in DEFENDANT's written vacation policy the rate at which

1 PLAINTIFF and other CALIFORNIA LABOR CLASS Members would be paid vacation
2 upon leaving employment with DEFENDANT. As a result of DEFENDANT's unlawful
3 practice, policy and procedure to deny paying the PLAINTIFF and the other members of the
4 CALIFORNIA LABOR SUB-CLASS all of their vested vacation and holiday time,
5 DEFENDANT failed to pay the PLAINTIFF and the members of the CALIFORNIA
6 LABOR SUB-CLASS all vested vacation time as wages due upon employment termination,
7 in violation of the California Labor Code, Sections 201, 202, 203 and 227.3. Similarly,
8 DEFENDANT underpaid waiting time penalties to PLAINTIFF and other CALIFORNIA
9 LABOR SUB-CLASS Members at their base rates of pay, instead of including all of
10 PLAINTIFF's' and CALIFORNIA LABOR SUB-CLASS Members' non-discretionary
11 compensation into the waiting time penalty calculations. This failure by DEFENDANT is
12 believed to be the result of DEFENDANT's unlawful, unfair and deceptive refusal to
13 provide compensation for earned, accrued and vested vacation and holiday time, as well as
14 the corresponding waiting time penalties that were paid. DEFENDANT perpetrated this
15 unlawful, unfair and deceptive practice to the detriment of the PLAINTIFF and the members
16 of the CALIFORNIA LABOR SUB-CLASS . DEFENDANT's uniform practice and policy
17 of failing to pay the LABOR SUB-CLASS Members for all vested vacation and holiday
18 time accumulated at employment termination violated and continues to violate Section 227.3
19 of the California Labor Code.

20 116. Therefore, as provided by Cal Lab. Code § 203, on behalf of herself and the
21 members of the CALIFORNIA LABOR SUB-CLASS whose employment has terminated
22 and who have not been fully paid their wages due to them, PLAINTIFF demands thirty days
23 of pay as penalty for not paying all wages due at time of termination for all employees who
24 terminated employment during the CALIFORNIA LABOR SUB-CLASS PERIOD and
25 demands an accounting and payment of all wages due, plus interest and statutory costs as
26 allowed by law.

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3 **NINTH CAUSE OF ACTION**

4 **For Failure to Pay Sick Pay Wages**

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

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

7 **and Against All Defendants)**

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

11 118. Cal Lab. Code § 233 provides that an employer must permit an employee to
12 use accrued sick leave in accordance with Cal Lab. Code § 246.5 at the employee's then
13 current rate of entitlement. Cal Lab. Code § 246 provides that an employee is entitled to
14 sick pay wages for use of accrued sick leave pursuant to Cal Lab. Code § 246.5.
15 Specifically, once accrued sick leave is used as paid sick time, an employee has a vested
16 right to sick pay wages, which an employer must calculate and compensate based on one of
17 two calculations: (i) "Paid sick time for nonexempt employees shall be calculated in the
18 same manner as the regular rate of pay for the workweek in which the employee uses paid
19 sick time, whether or not the employee actually works overtime in that workweek," or (ii)
20 "Paid sick time for nonexempt employees shall be calculated by dividing the employee's
21 total wages, not including overtime premium pay, by the employee's total hours worked in
22 the full pay periods of the prior 90 days of employment." Under Cal Lab. Code §§ 218 and
23 233, employees may sue to recover underpaid sick pay wages as damages.

24 119. As a matter of policy and practice, DEFENDANT pays sick pay wages to
25 PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS at the
26 incorrect rate of pay. PLAINTIFF and the other members of the CALIFORNIA LABOR-
27 SUB-CLASS regularly use accrued sick leave in the workweeks in which they also earn
28 non-hourly remuneration. As a matter of policy and practice, DEFENDANT pays sick pay

1 wages to PLAINTIFF and the other members of the CALIFORNIA LABOR-SUB-CLASS
2 at the base hourly pay, as opposed to the regular rate of pay, which would consider all non-
3 hourly remuneration in addition to base hourly wages, or the rate resulting from dividing the
4 employee's total wages, not including overtime premium pay, by the employee's total hours
5 worked in the full pay periods of the prior 90 days of employment. As a result,
6 DEFENDANT underpaid sick pay wages to PLAINTIFF and the other members of the
7 CALIFORNIA LABOR-SUB-CLASS.

8 120. Cal. Lab. Code § 204 provides that wages generally are due and payable twice
9 during each calendar month and are to be paid no later than the payday for the next regular
10 payroll period. Consistent with Cal. Lab. Code § 204, Cal. Lab. Code § 246 specifically
11 requires that, upon use of accrued sick leave, vested sick pay wages are due and to be paid
12 no later than the payday for the next regular payroll period after accrued sick leave is used
13 as paid sick time. Similarly, Cal. Lab. Code § 201 provides that if an employer discharges
14 an employee, wages earned and unpaid at the time of discharge are due and payable
15 immediately. Cal. Lab. Code § 202 provides that an employee is entitled to receive all
16 unpaid wages no later than 72 hours after an employee quits his or her employment, unless
17 the employee has given 72-hour notice of his or her intention to quit, in which case the
18 employee is entitled to his or her wages at the time of quitting. The Labor Code penalizes
19 untimely payments. For example, Cal. Lab. Code § 203 provides that if an employer
20 willfully fails to pay wages owed in accordance with Cal. Lab. Code §§ 201-202, then the
21 wages of the employee shall continue as a penalty from the due date, and at the same rate
22 until paid, but the wages shall not continue for more than thirty (30) days. Likewise, Cal.
23 Lab. Code § 210 provides penalties for violations of Cal. Lab. Code § 204 and untimely
24 payments during employment. Under Cal. Lab. Code §§ 203, 210 and 218, employees may
25 sue to recover applicable penalties.

26 121. As alleged herein and as a matter of policy and practice, DEFENDANT
27 routinely underpays sick pay wages and thus did not timely pay PLAINTIFF and the other
28 members of the CALIFORNIA LABOR-SUB-CLASS all owing and underpaid sick pay

1 wages. As a result, DEFENDANT violates Cal. Lab. Code §§ 201-204, 210, 233, and 246,
2 among other Labor Code provisions. PLAINTIFF is informed and believes that
3 DEFENDANT was advised by skilled lawyers and knew, or should have known, of the
4 mandates of the Labor Code as it relates to PLAINTIFF's allegations, especially since the
5 California Supreme Court has explained that "[c]ourts have recognized that 'wages' also
6 include those benefits to which an employee is entitled as a part of his or her compensation,
7 including money, room, board, clothing, vacation pay, and sick pay." *Murphy v. Kenneth*
8 *Cole Prods., Inc.*, 40 Cal. 4th 1094, 1103 (2007)(emphasis added). Because DEFENDANT
9 willfully fails to timely pay PLAINTIFF and the other members of the CALIFORNIA
10 LABOR-SUB-CLASS all sick pay wages due, DEFENDANT is subject to applicable
11 penalties.

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

17 **TENTH CAUSE OF ACTION**

18 **Constructive Discharge and Other Adverse Employment Actions**

19 **(By PLAINTIFF Against All Defendants)**

20 123. PLAINTIFF realleges and incorporates by reference, as though fully set forth
21 herein, the prior paragraphs of this Complaint.

22 124. Specifically as to PLAINTIFF, DEFENDANT failed to properly respond and
23 alleviate PLAINTIFF's safety concerns after she reported being assaulted by one of
24 DEFENDANT's customers. DEFENDANT had a policy to email delinquent accounts and
25 PLAINTIFF was required to email DEFENDANT's customers who were delinquent on their
26 payments. In late April 2023, PLAINTIFF reported to DEFENDANT's managers, Arthur
27 Luebke and Phillip Salaiz that a customer had sent back a threatening text with a picture of a
28 gun letting her know that his account was already paid. In late April of 2023 and continuing

1 into May of 2023, PLAINTIFF reported to DEFENDANT she did not feel safe working at
2 DEFENDANT's location anymore after the threatening correspondence she received from
3 DEFENDANT's customer, but to no avail. Continuing through out the rest of
4 PLAINTIFF's employment, PLAINTIFF engaged in protected activity by complaining to
5 DEFENDANT of DEFENDANT's failure to address her safety concerns. As a direct
6 consequence of PLAINTIFF's complaints to DEFENDANT, DEFENDANT retaliated
7 against PLAINTIFF by denying PLAINTIFF employment opportunities and promotions
8 which resulted in lost wages and harassing PLAINTIFF with unreasonable working
9 demands. As a result, there is a causal link between the protected activity and
10 DEFENDANT's decision to retaliate against PLAINTIFF, which is against public policy.
11 Left with no other choice, in May of 2023, PLAINTIFF made the decision to resign from
12 her employment due to the hostile environment described above and DEFENDANT's
13 failure to take her complaints seriously.

14 127. PLAINTIFF raised complaints of illegality while PLAINTIFF worked for
15 DEFENDANT and was believed to be willing to raise complaints, and DEFENDANT
16 retaliated against PLAINTIFF by taking adverse employment actions against PLAINTIFF

17 128. As a proximate result of DEFENDANT'S willful, knowing, and intentional,
18 conduct, PLAINTIFF has suffered and continues to suffer humiliation, emotional distress,
19 and mental and physical pain and anguish, all to PLAINTIFF's damage in a sum according
20 to proof.

21 129. As a result of DEFENDANT'S adverse employment actions against
22 PLAINTIFF, PLAINTIFF has suffered general and special damages in sums according to
23 proof.

24 130. DEFENDANT's misconduct was committed intentionally, in a malicious,
25 oppressive manner, and fraudulent manner entitling PLAINTIFF to punitive damages.

26 **PRAYER FOR RELIEF**
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1 WHEREFORE, PLAINTIFF prays for judgment against each Defendant, jointly and
2 severally, as follows:

3 1. On behalf of the CALIFORNIA CLASS:

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

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

- 15 A) That the Court certify the Second, Third, Fourth, Fifth, Sixth, Seventh, Eighth
16 and Ninth Causes of Action asserted by the CALIFORNIA LABOR SUB-
17 CLASS as a class action pursuant to Cal. Code of Civ. Proc. § 382;
18 B) Compensatory damages, according to proof at trial, including compensatory
19 damages for minimum and overtime compensation due PLAINTIFF and the other
20 members of the CALIFORNIA LABOR SUB-CLASS, during the applicable
21 CALIFORNIA LABOR SUB-CLASS PERIOD plus interest thereon at the
22 statutory rate;
23 C) The greater of all actual damages or fifty dollars (\$50) for the initial pay period
24 in which a violation occurs and one hundred dollars (\$100) per each member of
25 the CALIFORNIA LABOR SUB-CLASS for each violation in a subsequent pay
26 period, not exceeding an aggregate penalty of four thousand dollars (\$4,000), and
27 an award of costs for violation of Cal. Lab. Code § 226;
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- 1 D) Meal and rest period compensation pursuant to Cal. Lab. Code §§ 226.7, 512 and
2 the applicable IWC Wage Order;
- 3 E) For liquidated damages pursuant to California Labor Code Sections 1194.2 and
4 1197;
- 5 F) The amount of the expenses PLAINTIFF and each member of the CALIFORNIA
6 LABOR SUBCLASS incurred in the course of their job duties, plus interest, and
7 costs of suit.; and,
- 8 G) The wages of all terminated employees in the CALIFORNIA LABOR
9 SUB-CLASS as a penalty from the due date thereof at the same rate until paid or
10 until an action therefore is commenced, in accordance with Cal. Lab. Code § 203.
- 11 3. On behalf of PLAINTIFF for the Tenth cause of action:
- 12 A) Compensatory damages, according to proof at trial, but in excess of \$25,000.
- 13 B) Special and General damages according to proof;
- 14 C) Statutory damages, penalties and attorney's fees;
- 15 D) For punitive damages in an amount necessary to make an example of and to
16 punish DEFENDANT and deter DEFENDANT from engaging in future similar
17 conduct;
- 18 E) For loss of earnings (both past and future); and,
- 19 F) For interest at the legal rate in an amount according to proof.
- 20 4. On all claims:
- 21 A) An award of interest, including prejudgment interest at the legal rate;
- 22 B) Such other and further relief as the Court deems just and equitable; and,
- 23 C) An award of penalties, attorneys' fees and cost of suit, as allowable under the
24 law, including, but not limited to, pursuant to Labor Code §221, §226, §1194,
25 and/or §2802.

26 Dated: July 24, 2023 BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

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Norman B. Blumenthal
Nicholas J. De Blouw
Attorneys for Plaintiff

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DEMAND FOR A JURY TRIAL

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

Dated: July 24, 2023 BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

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

EXHIBIT #4

1 Noah J. Woods, Bar No. 264823
nwoods@littler.com
2 LITTLER MENDELSON, P.C.
501 W. Broadway, Suite 900
3 San Diego, California 92101
Telephone: 619.232.0441
4 Facsimile: 619.232.4302

5 Attorneys for Defendant
WEST COAST SELF-STORAGE GROUP, LLC
6
7

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 COUNTY OF ORANGE
10

11 SARAH DULFER, an individual, on behalf of
herself and on behalf of all persons similarly
12 situated,

13 Plaintiff,

14 v.

15 WEST COAST SELF-STORAGE GROUP, LLC, a
limited liability company; and DOES 1 through 50,
16 inclusive,

17 Defendants.
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Case No. 30-2023-01359316-CU-OE-CXC

ASSIGNED FOR ALL PURPOSES TO HON.
DAVID A. HOFFER, DEPT. CX103

DECLARATION OF JIM MCNAMEE

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DECLARATION OF JIM MCNAMEE

I, Jim McNamee, do hereby declare and would testify as follows:

1. I am a President of West Coast Self-Storage Group, LLC, a defendant in the above-captioned matter. Except as otherwise indicated, I have personal knowledge of the facts set forth herein and, if called and sworn as a witness, I could and would competently testify hereto.

2. After a diligent search and reasonable inquiry, neither I, nor West Coast Self-Storage Group, LLC, have any connection to or relationship with the Children's Advocacy Institute, San Diego, the designated *cy pres* beneficiary for uncashed settlement payments under the terms of the parties' class action settlement agreement in the above-captioned matter, that could reasonably create the appearance of impropriety as between the selection of Children's Advocacy Institute, San Diego as the designated *cy pres* beneficiary and the interests of the class.

3. After a diligent search and reasonable inquiry, neither I, nor West Coast Self-Storage Group, LLC, have any connection to or relationship with the Apex Class Action LLC, the settlement administrator selected by the parties (subject to Court approval) to administer the class action settlement under the terms of the parties' class action settlement agreement in the above-captioned matter, that could reasonably create the appearance of impropriety as between the selection of the Apex Class Action LLC as the settlement administrator and the interests of the class.

4. After a diligent search and reasonable inquiry, neither I, nor West Coast Self-Storage Group, LLC, are aware of any other pending matters or actions asserting claims that will be extinguished or adversely affected by the class action settlement in the above-captioned matter.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on January 30, 2026, at Laguna Niguel, California.



JIM MCNAMEE