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**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**FOR THE COUNTY OF SAN FRANCISCO**

BLANCA OLIVAREZ, individually, and on behalf of Aggrieved Employees pursuant to the California Private Attorneys General Act,

Plaintiff,

vs.

COMERICA MANAGEMENT CO., INC., a Michigan corporation; FIFTH THIRD BANK, N.A., an Ohio corporation; and DOES 1 through 25, inclusive,

Defendants.

Case No. CGC-24-613901

Honorable Jeffrey S. Ross
Department 613

**DECLARATION OF LIZETH MARIN IN SUPPORT OF PLAINTIFF'S MOTION FOR APPROVAL OF PAGA SETTLEMENT, PAGA COUNSEL FEES PAYMENT, PAGA COUNSEL LITIGATION EXPENSES PAYMENT, AND ADMINISTRATION EXPENSES PAYMENT**

| | |
|---|---|
| Date: | December 18, 2026 |
| Time: | 9:00 a.m. |
| Department: | 613 |
| Complaint Filed: | April 12, 2024 |
| FAC Filed: | November 10, 2026 |
| Trial Date: | Not Set |

## DECLARATION OF LIZETH MARIN

I, Lizeth Marin, declare and state as follows:

1. I am an attorney admitted to practice in all Courts of the State of California. I am a member of Blackstone Law, APC ("PAGA Counsel"), attorneys of record for Plaintiff Blanca Olivarez ("Plaintiff"). I submit this declaration in support of Plaintiff's Motion for Approval of PAGA Settlement, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and Administration Expenses Payment ("Motion"). I have personal knowledge of the facts contained herein, and, if called to testify, I could and would competently do so.

### Procedural History

2. Defendant Comerica Management Co., Inc. ("Comerica") was a major U.S. financial services companies and Fifth Third Bank, N.A. ("Fifth Third Bank") is a successor by merger to Comerica (together "Defendants"). Defendant Comerica employed Plaintiff as an hourly-paid, non-exempt Retail Personal Banker II from approximately April 2022 to September 2025.

3. On September 5, 2023, Plaintiff provided written notice by electronic submission to the California Labor and Workforce Development Agency ("LWDA") and by U.S. Certified Mail to Defendant Comerica, pursuant to California Labor Code § 2699.3, of the specific provisions of the California Labor Code alleged to have been violated by Defendant Comerica. A true and correct copy of the September 5, 2023 notice is attached hereto as **Exhibit 1**.

4. On April 12, 2024, Plaintiff filed a Complaint for Enforcement Action Under the Private Attorneys General Act, Cal. Labor Code §§ 2698 *et seq.* in the action entitled *Blanca Olivarez v. Comerica Management Co, Inc.*, San Francisco County Superior Court Case No. CGC-24-613901 ("Action"). The Action asserts a single cause of action for civil penalties under the Private Attorneys General Act of 2004, California Labor Code section 2698, *et seq*. ("PAGA") for violations of multiple provisions of the California Labor Code and the applicable Industrial Welfare Commission Wage Orders.

5. On July 29, 2024, Defendant Comerica filed a Motion to Compel Arbitration ("Motion to Compel Arbitration") and supporting documents, which sought an order to compel Plaintiff to arbitrate her individual PAGA claim and to stay the representative PAGA claim in Court.

6. On August 15, 2024, Plaintiff filed an Opposition to Defendant Comerica's Motion to Compel Arbitration and supporting documents.

7. On August 21, 2024, Defendant filed a Reply in support of its Motion to Compel Arbitration and supporting documents.

8. On August 28, 2024, the Motion to Compel Arbitration evidentiary hearing was heard before Judge Andrew Y.S. Cheng. The Court heard testimony from Plaintiff and considered all briefing, documentary evidence, testimony, oral arguments, and proposed orders on the motion.

9. On September 6, 2024, the Court entered an Order Granting Motion to Compel Arbitration, which granted Defendant Comerica's Motion to Compel Arbitration of Plaintiff's individual PAGA claim and stayed the representative PAGA claim in the Court during the pendency of the arbitration.

10. On October 4, 2024, Plaintiff filed a Demand for Arbitration against Comerica before the American Arbitration Association ("AAA"), Case No. 01-24-0008-0878 ("Arbitration Case"). The Arbitration Case asserts individual wage-and-hour claims, unfair business practices based on the individual wage-and-hour claims, and an individual PAGA claim.

11. On February 18, 2025, Plaintiff filed an Amended Demand for Arbitration in the Arbitration Case. The amended demand added FEHA-related claims, including disability discrimination, failure to accommodate, failure to engage in the interactive process, failure to prevent discrimination, and retaliation.

12. On April 21, 2025, Comerica served initial disclosures in the Arbitration Case.

13. On December 3, 2025, Plaintiff and Defendants (collectively, the "Parties") participated in a formal mediation conducted by Eve Wagner ("Mediator"), a neutral and respected mediator with extensive experience in complex wage and hour matters, which did not result in a settlement at that time. However, the Parties continued to engage with and negotiate via the mediator following December 3.

14. On February 27, 2026, Plaintiff filed a Second Amended Demand for Arbitration in the Arbitration Case. The second amended demand added claims regarding whistleblower retaliation and wrongful termination.

15. On March 10, 2026, Plaintiff served initial disclosures in the Arbitration Case. On March 23, 2026, Plaintiff served supplemental initial disclosures in the Arbitration Case.

16. On March 26, 2026, after continued settlement negotiations and with the aid of the Mediator, the Parties reached a settlement of the Action and Arbitration Case.

17. On August 21, 2026, Plaintiff provided an amended written notice by electronic submission to the LWDA and by U.S. Certified Mail to Defendants, which added Defendant Fifth Third Bank as an employer and added specific provisions of the California Labor Code alleged to have been violated by Defendants. A true and correct copy of the August 21, 2026 amended notice is attached hereto as **Exhibit 2**. Together, the September 5, 2023 notice and August 21, 2026 amended notice are referred to as the "PAGA Notice".

18. On September 21, 2026, the Parties executed the PAGA Settlement Agreement ("Settlement," "Agreement," or "Settlement Agreement"). A true and correct copy of the Settlement Agreement is attached hereto as **Exhibit 3**.

19. On November 10, 2026, Plaintiff filed a First Amended Complaint for Enforcement Action Under the Private Attorneys General Act, Cal. Labor Code §§ 2698 *Et Seq.* ("Operative Complaint") in the Action, which added factual allegations reflecting Plaintiff's status as a former employee to support her waiting time penalties allegation that Defendants failed to timely pay all wages due in accordance with California Labor Code section 203, and a claim regarding an alleged failure to pay sick leave at the correct rate of pay.

20. During the course of formal discovery in Plaintiff's Arbitration Case and informal discovery in connection with mediation, PAGA Counsel conducted an intense investigation into the facts of the Action. This included obtaining data, information, and documents relating to the underlying alleged violations, including, but not limited to, a random fifteen percent (15%) sampling of Aggrieved Employees' time and pay data, relevant wage and hour policies, Plaintiff's employee file, and Aggrieved Employees' data points so that Plaintiff could assess the number of alleged potential violations and value of the recoverable penalties, as well as evaluate the strengths and weaknesses of her claims.

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21. Based on the data, information, and documents received, as well as thorough discussions with Defendants' counsel, PAGA Counsel was able to (i) determine the total number of distinct individuals falling within the definition of "Aggrieved Employees" for the relevant statutory period, (ii) the number of affected pay periods at issue among them, and (iii) construct a damages model that calculated the maximum realistic amount of PAGA penalties that could be levied against Defendants within the relevant statutory period. Defendants, however, disputed Plaintiff's claims and disputed both the existence of and extent of liability as alleged by Plaintiff, which allowed PAGA Counsel to further assess the strength of Plaintiff's claims. PAGA Counsel's experience in litigating similar representative wage and hour claims, the degree of investigation that was conducted here, and the amount of data, information, and documents that was obtained, was sufficient to determine the potential value of the PAGA claims, and to evaluate the strength of these claims for purposes of settlement.

22. The Parties believe the Settlement Agreement is fair, reasonable, and adequate. The Parties understand, acknowledge, and agree that the Settlement Agreement constitutes a compromise of Plaintiff's PAGA claims, and that it is the desire and intention of the Parties to affect a final and complete resolution of the Action.

23. Defendants deny all claims in the Action, and do not waive, but rather expressly reserve, all rights to challenge all such claims and allegations upon all legal, procedural, and factual grounds should the Agreement not become final. The Agreement reflects a compromise reached to end litigation in the Action. Following significant investigation and extensive settlement negotiations, Plaintiff now seeks approval of the proposed Settlement Agreement, which will resolve all representative claims alleged in the Action.

**Notice to the LWDA**

24. In accordance with California Labor Code sections 2699 *et. seq*., on November 13, 2026, a copy of the proposed Settlement Agreement was submitted to the LWDA via online submission through the LWDA's website. A true and correct copy of the email from the LWDA confirming receipt is attached hereto as **Exhibit 4**.

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**Summary of the Terms of the Settlement Agreement**

25. For purposes of settlement only, the Parties have agreed that the "Aggrieved Employees" shall be defined as "all current and former non-exempt employees who worked for Defendant Comerica Management Co., Inc. in California during the PAGA Period." The "PAGA Period" is the period from September 5, 2022 through March 31, 2026. There are approximately one thousand (1,000) Aggrieved Employees who worked a total of fifty thousand pay periods for Defendant Comerica in California for at least one day during the PAGA Period ("PAGA Pay Periods").

26. The Parties have agreed to settle the PAGA claims at issue in the Action for a non-reversionary Gross Settlement Amount of One Million Four Hundred Thousand Dollars and Zero Cents ($1,400,000.00). The Gross Settlement Amount is a common fund and therefore includes all requested costs, fees, and other allocations. The Gross Settlement Amount includes: (1) attorneys' fees up to one-third (1/3) of the Gross Settlement Amount (i.e., $466,666.67); (2) attorneys' actual litigation costs and expenses in the amount of Twenty Six Thousand Five Hundred Seventy Seven and Fifty Eight Cents ($26,577.58); and (3) Administration Expenses Payment, in the amount of Six Thousand Nine Hundred Ninety Dollars and Zero Cents ($6,990.00).

27. After the above-estimated amounts are deducted from the Gross Settlement Amount, the Net Settlement Amount will amount to Eight Hundred Ninety Nine Thousand Seven Hundred Sixty Five Dollars and Seventy Five Cents ($899,765.75), of which seventy-five percent (75%), or Six Hundred Seventy Four Thousand Eight Hundred Twenty Four Dollars and Thirty Two Cents ($674,824.32), will be paid to the LWDA ("LWDA PAGA Payment"), and twenty-five percent (25%), or Two Hundred Twenty Four Thousand Nine Hundred Forty One Dollars and Forty Four Cents ($224,941.44), will be distributed and paid to Aggrieved Employees on a *pro rata* basis based upon their number of PAGA Pay Periods.

28. Within twenty-one (21) calendar days after entry of the Court Approval Order and Judgment, Defendants, through Defense Counsel, will deliver to the Administrator each Aggrieved Employee's (i) full name; (ii) last known mailing address; (iii) Social Security number; and (v) number of PAGA Pay Periods (collectively, "Aggrieved Employee Data").

29. Within fourteen (14) calendar days of the Effective Date, Defendants will transmit the Gross Settlement Amount to a qualified settlement account established by the Administrator.

30. Within fourteen (14) calendar days after Defendants fund the Gross Settlement Amount, the Administrator will distribute the Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the PAGA Counsel Fees Payment, and the PAGA Counsel Litigation Expenses Payment. Disbursement of the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment shall not precede disbursement of the Individual PAGA Payments.

31. Each Individual PAGA Payment check will be valid for one hundred and eighty (180) calendar days from the date the checks are mailed, and thereafter, will be voided and cancelled. Any funds associated with such canceled checks will be distributed by the Administrator to the California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee(s).

32. If the actual number of PAGA Pay Periods worked by the Aggrieved Employees during the PAGA Period grows by more than ten percent (10%), or more than a total of 55,000 PAGA Pay Periods (50,000 plus 5,000), Defendants shall increase the Gross Settlement Amount by the percentage increase in the number of PAGA Pay Periods above 10% (e.g., if the number of PAGA Pay Periods increases by 11%, the Gross Settlement Amount will increase by 1%).

**The Agreement is Fair and Reasonable and Took Into Consideration the Strengths and Weaknesses of Plaintiff's Claims and the Defenses thereto, as well as the Risks and Benefits of the Agreement**

33. Here, the Agreement is presumptively fair because: (1) it occurred after counsel for the Parties engaged in significant investigation to evaluate the strength and potential value of the PAGA claims, and the risks of litigating these claims through trial; and (2) it was negotiated at great length and effort by counsel with significant experience in similar complex labor and employment matters.

34. This case and settlement address important employee protections embodied in the California Labor Code. Plaintiff's core allegations are that Defendants systematically violated the California Labor Code by, *inter alia,* failing to properly pay wages for all hours worked, failing to pay overtime, premiums, and sick leave at the correct rate, failing to provide compliant meal and rest

periods, failing to timely pay wages during employment and upon termination, failing to maintain accurate payroll records, failing to provide accurate wage statements, and failing to reimburse necessary business expenses.

35. Defendants maintained several defenses to Plaintiff's theories of liability, which, if successfully argued and proven, had the potential to eliminate or substantially reduce recovery. Throughout this litigation, Defendants maintained, and continue to maintain, that they had, and continue to have, compliant employment policies and practices throughout the time period at issue. Defendants deny that they ever violated any provision of the California Labor Code, including, but not limited to, those sections for which Plaintiff seeks penalties under PAGA. Defendants further denied, and continue to deny, that the lawsuit is appropriate for representative treatment for any purpose other than settlement. Defendants also challenged Plaintiff's standing as an aggrieved employee and denied that any of Defendants' other employees whom Plaintiff seeks to represent are aggrieved. Defendants have also successfully compelled Plaintiff's individual PAGA claims to arbitration. Further, Defendants also argued that an important feature of PAGA is that the Court retains discretion to lower the penalties if, based on the facts and circumstances of the particular case, to do otherwise would result in an award that is "unjust, arbitrary and oppressive, or confiscatory."

36. Even if violations of the California Labor Code occurred, which Defendants deny, Defendants contended that said violations would only be considered "initial violations" and thus heightened "subsequent violation" penalties were not warranted.

37. Defendants also contended that, with respect to PAGA claims, the Court was unlikely to assess cumulative penalties for the maximum number of possible, separate California Labor Code violations, because it would be unjust, arbitrary, oppressive, and/or confiscatory, especially where certain conduct may be regulated by multiple provisions of the California Labor Code that are interrelated and work in tandem.

38. While Plaintiff maintains that her PAGA claims have merit, in reaching the Agreement, Plaintiff and her counsel took into account the strengths and weaknesses of each side's position, and the uncertainty of how the case might have concluded as litigation continued, at trial, and/or upon appeal. The Agreement achieves a sizeable benefit obtained.

39. As set forth in the Motion, the California Labor Code does not set forth the criteria by which a PAGA settlement is to be evaluated; it is presumed that a reviewing court may take into consideration some of the factors that courts use when reviewing a class action settlement.[1] "[A] PAGA claim asserted on a non-class representative basis...is not considered a class action but a law enforcement action, and therefore does not have to meet the requirements of [a class action]." *Casida v. Sears Holdings Corp.*, 2012 U.S. Dist. LEXIS 9302 at *8 (E.D. Cal. Jan. 25, 2012). However, a discussion of the strengths and weaknesses of each claim, along with an estimate of the total potential recovery is as follows:

*i. Unpaid Off-the Clock Wages*

40. Plaintiff alleged that Defendants failed to compensate Plaintiff and the Aggrieved Employees at their applicable minimum, regular, and overtime rates of pay, and failed to compensate them for all hours that they worked. Specifically, Plaintiff alleged that she and the other Aggrieved Employees were required to perform work off-the-clock, including before clocking in for their shifts, after clocking out, and during their meal and rest periods, due to chronic understaffing and the threat of discipline for working overtime that had not been pre-approved by their supervisors. Plaintiff further alleged that Aggrieved Employees were instructed to record their scheduled shift times rather than the time they actually worked.

41. Defendants denied these claims, arguing that their overtime policies and practices comply with California law. Defendants further contended that their non-exempt employees were responsible for accurately recording their own hours and that they were not aware that any work had been performed off-the-clock. Plaintiff recognized that the off-the-clock claim presented substantial proof challenges. By its nature, off-the-clock work is not reflected in Defendants' time records, so Plaintiff would have had to establish both the occurrence and the extent of the uncompensated work largely through the testimony of the Aggrieved Employees. That would have required significant additional discovery and raised serious questions about whether the claim could be manageably tried on a representative basis.

[1] As this is not a class action, the *Kullar* factors pertaining to the risk of maintaining class action status through trial and the reaction of class members to the proposed settlement are inapplicable.

42. If a violation was found to have occurred in every one of the aggregate pay periods within the relevant time period, the potential maximum exposure for this claim would be $4,225,700.[2]

*ii. Meal Periods*

43. Plaintiff asserted that Defendants failed to provide employees with lawful meal periods. For example, Plaintiff reported that Plaintiff and the other Aggrieved Employees would often be unable to take compliant meal periods due to the customer-service oriented nature of Defendants' business as well as various quotas for calls and signups that Plaintiff and other Aggrieved Employees were subject to. Additionally, Plaintiff alleged that throughout the relevant time period, Defendants failed to pay all premiums for meal period violations.

44. Defendants argued that the Aggrieved Employees were permitted, if not encouraged, to take their meal breaks. Defendants also argued that their written meal break policy was lawful and employees' time records reflected that they took lawful meal periods. Moreover, litigating the meal period claims would be inherently difficult as it would need to be proven that compliant meal periods were not provided, but time records would not indicate whether or not a meal period was interrupted. Additionally, only 1.4% of pay periods had a meal break violation without the proper amount of meal break premiums paid, resulting in 605 pay periods affected, or $60,500 in PAGA penalties related to meal breaks. As a result, the meal period claim carried substantially less value than Plaintiff's other claims.

*iii. Rest Periods*

45. Plaintiff argued that Defendants failed to schedule, permit, or authorize compliant rest periods. Specifically, Plaintiff alleged that she and the other Aggrieved Employees rarely received rest periods because of unrealistic workloads and severe understaffing, and that when rest periods were taken, they were often late, shortened, or interrupted. Plaintiff's analysis of a sampling of Defendants' time data showed that rest periods were recorded in only approximately 1.2% of shifts, which Plaintiff contended reflected a rest period violation rate of approximately 98.9% of shifts and at least one rest

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[2] While the California Labor Code provides for $100 for the first violation and up to $250 for each subsequent violation (depending on the underlying violation), Plaintiff used this simple computation of the total number of aggregate pay periods times a $100 penalty for analysis purposes only to account for the argument that the imposition of PAGA penalties is discretionary and courts have the power to reduce or assess penalties based on the specifics of each case.

period violation in approximately 98.9% of pay periods, after offsetting for the minimal amount of rest period premiums paid. However, Plaintiff faced substantial obstacles in proving this claim. Unlike meal periods, California law does not require employers to record rest periods, so Defendants could argue that the absence of recorded rest periods does not show that rest periods were not authorized and permitted. Here, Plaintiff faced the challenge of having to prove each alleged rest period violation with only testimony from Aggrieved Employees.

46. If a violation was found to have occurred in every one of the aggregate pay periods within the relevant time period, the potential maximum exposure for this claim would be $4,181,000.

*iv. Regular Rate*

47. Plaintiff alleged that Defendants paid Plaintiff and the Aggrieved Employees various forms of non-discretionary compensation in addition to their hourly wages but failed to include that compensation in the regular rate of pay used to calculate overtime, meal and rest period premiums, and paid sick leave. As a result, Plaintiff contended that Aggrieved Employees who earned such compensation in the same pay period in which they worked overtime, received a meal or rest period premium, or used sick leave were systematically underpaid. Plaintiff's analysis of a sampling of Defendants' payroll data indicated that approximately 36.5% of pay periods involved both overtime and additional compensation, affecting an estimated 774 Aggrieved Employees; approximately 19.2% of pay periods involved both meal period premiums and additional compensation, affecting an estimated 647 Aggrieved Employees; and approximately 16.3% of pay periods involved both sick pay and additional compensation, affecting an estimated 760 Aggrieved Employees.

48. Defendants denied these claims, contending that their pay practices complied with California law and the payments at issue were discretionary and therefore properly excluded from the regular rate. Plaintiff also recognized significant weaknesses in the claim. Plaintiff's own analysis showed that the estimated underpayments were modest relative to the number of pay periods affected. With respect to overtime in particular, after accounting for additional overtime Defendants had already paid, the estimated net underpayment was minimal. Further, whether each category of additional compensation was non-discretionary would have required a detailed, payment-by-payment examination of the governing incentive plans and award programs.

49. If a violation was found to have occurred in every pay period in which an Aggrieved Employee received both additional compensation and overtime, a meal period premium, or sick pay, the potential maximum exposure for this claim would be approximately $3,041,300, which included $1,543,900 for overtime, $809,800 for meal period premiums, and $687,600 for sick pay.

*v. Unreimbursed Business Expenses*

50. Plaintiff alleged that Aggrieved Employees incurred necessary business expenses that were never fully reimbursed by Defendants, such as usage of personal cell phones, mileage, and purchasing office supplies.

51. Defendants contended that they had a policy and practice of reimbursing employees for necessary business-related expenses. Defendants further contended that, with respect to the alleged expenses for which Plaintiff and Aggrieved Employees never requested reimbursement from Defendants, they did not know and had no reason to know that alleged business-related expenses had been incurred.

52. If a violation was found to have occurred in every one of the aggregate pay periods within the relevant time period, the potential maximum exposure for this claim would be $4,225,700.

*vi. Derivative Claims*

53. As with all derivative claims, success depends on the success of the underlying claims. Here, Plaintiff's claims for inaccurate wage statements, failure to pay all wages due during employment and upon termination, and failure to keep requisite payroll records would only succeed if the underlying claims for failure to pay wages for off-the-clock work, failure to pay overtime, and failure to pay premiums for all meal and rest periods not lawfully provided were successful. Therefore, these claims were subject to the same risks of failure as discussed above.

54. Again, if a violation was found to have occurred in every one of the aggregate pay periods within the relevant time period, the potential maximum exposure for this claim would be $4,225,700.

*vii. Total PAGA Penalties*

55. PAGA Counsel considered information obtained through investigations and obtained from Plaintiff and Aggrieved Employees, as well as data provided by Defendants, and created

valuation models. Based thereon and assuming that the Court would be satisfied that the PAGA claims were susceptible to being efficiently tried and adjudicated on a representative basis, and that it could be shown that civil penalties under the California Labor Code are owed of one penalty per pay period during the relevant time period, Defendants' estimated total exposure was $19,959,900. However, PAGA Counsel considered the fact that, by law, the Court has the discretion to reduce and/or assess lower penalties, that it was not clear that heightened penalties would apply, and that stacking and/or cumulative penalties may not be allowed. PAGA Counsel then considered the defenses asserted, information and evidence obtained, and circumstances in this case, which posed risks to representative adjudication and monetary recovery. Accordingly, a discount of 75% was applied to each claim to account for the risks associated with proving the underlying violations and the cost and delay in recovering the alleged potential penalties (bringing the value of this claim closer to $4,989,975), and a discount of 70% was applied to each claim to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of this claim closer to $1,496,993). In light thereof, the Gross Settlement Amount of $1,400,000 is a significant settlement. Below is a chart summarizing each claim:

| Claim | Maximum Value of Claim | Discounted Value of Claim[3] |
|---|---|---|
| **Unpaid Wages** | $4,225,700 | $316,927.50 |
| **Meal Periods** | $60,500 | $4,537.50 |
| **Rest Periods** | $4,181,000 | $313,575 |
| **Regular Rate** | $3,041,300 | $228,097.50 |
| **Unreimbursed Business Expenses** | $4,225,700 | $316,927.50 |
| **Derivative Claims** | $4,225,700 | $316,927.50 |
| **Maximum Exposure** | $19,959,900 | $1,496,992.50 |

**The Amount in the Settlement Agreement**

56. The Net Settlement Amount is currently estimated to be Eight Hundred Ninety Nine Thousand Seven Hundred Sixty Five Dollars and Seventy Five Cents ($899,765.75). After all

[3] As set forth in Paragraph 56, PAGA Counsel applied two successive discounts to the potential maximum exposure for each claim: first, a 75% discount to account for the risks of proving the underlying violations and the cost and delay of recovering the alleged penalties; and second, a 70% discount to account for the risks of prevailing on the merits and establishing liability.

deductions from the Gross Settlement Amount are made for the PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment, Six Hundred Seventy Four Thousand Eight Hundred Twenty Four Dollars and Thirty Two Cents ($674,824.32) (i.e. 75% of the Net Settlement Amount) will go to the LWDA, and Two Hundred Twenty Four Thousand Nine Hundred Forty One Dollars and Forty Four Cents ($224,941.44), (i.e. 25% of the Net Settlement Amount) will go to the Aggrieved Employees, as required by California Labor Code § 2699(i) in effect at the time of this matter ("civil penalties recovered by aggrieved employees shall be distributed as follows: 75 percent to the Labor and Workforce Development Agency . . . and 25 percent to the aggrieved employees."). There is no reason to doubt the fairness of the proposed plan of allocation of the Net Settlement Amount as it fully complies with current California Labor Code section 2699(m).

57. The Settlement Agreement is a compromise of highly disputed claims. Plaintiff and her counsel recognize the expense and length of continued proceedings necessary to litigate the matter through trial and any possible appeals. Plaintiff and her counsel have also taken into account the uncertainty and risk of the outcome of further litigation, and the difficulties and delays inherent in such litigation. Plaintiff and her counsel are also aware of the burdens of proof necessary to establish liability, both generally and in response to Defendants' defenses thereto, and the difficulties in establishing Defendants' liability for, and the right to recover, penalties on behalf of Plaintiff, the State of California, and other Aggrieved Employees. Plaintiff and her counsel have also taken into account Defendants' agreement to enter into a settlement that confers significant relief upon the Aggrieved Employees and the State of California. Considering all of the facts in this case, Plaintiff and her counsel have determined that the Agreement represents a fair, adequate, and reasonable resolution of the PAGA claims, and that it is in the best interests of the Aggrieved Employees and the State of California.

58. The result achieved in this case is well within the range of what is considered an acceptable settlement under the circumstances, especially when compared to the settlement of PAGA claims in other cases.

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**The Agreement was Negotiated by Experienced Counsel**

59. In the view of PAGA Counsel, the benefits conferred by the Agreement are eminently fair and reasonable, and in the best interests of the State of California and the Aggrieved Employees in light of the risk, delay, and uncertainty of continued litigation and the substantial monetary benefits provided for by the Agreement.

60. Here, the extent of formal discovery in Plaintiff's arbitration proceeding and informal discovery in connection with mediation conducted was sufficient to enable PAGA Counsel to evaluate the strength and value of the PAGA claims for purposes of settlement. The settlement negotiations were conducted by highly capable and experienced counsel. PAGA Counsel are respected members of the bar with strong records of vigorous and effective advocacy, and are experienced in handling complex wage and hour class action litigation. Accordingly, PAGA Counsel had sufficient information and experience to act intelligently in negotiating the Agreement.

**The Requested PAGA Counsel Fees Payment is Fair and Reasonable**

61. PAGA Counsel's application for attorneys' fees in light of the facts and circumstances surrounding this matter is well-within the range of reasonableness. PAGA Counsel has vigorously litigated this case since it was commenced, with the very real possibility of an unsuccessful outcome and no fee recovery of any kind.

62. In the present case, PAGA Counsel has borne all of the risks and costs of litigation and will not receive any compensation until recovery is obtained. PAGA Counsel is experienced in complex wage-and-hour litigation and used that experience to obtain a favorable result for Plaintiff, the Aggrieved Employees, and the State of California. Considering the amount of fees requested, work performed, risks incurred, and experience of PAGA Counsel in handling similar matters, Plaintiff maintains that the requested PAGA Counsel Fees Payment of one-third (1/3) of the Gross Settlement Amount (i.e., $466,666.67 if the Gross Settlement Amount is $1,400,000.00) are reasonable and should be awarded.

63. The effectiveness of PAGA Counsel's prosecution of this matter has translated into tangible monetary benefits for the Aggrieved Employees as follows: (1) Aggrieved Employees will obtain monetary recovery over a relatively short period of time, as opposed to waiting additional years

for the same, or potentially worse, result; (2) a guaranteed result that compares favorably with other representative PAGA actions of this type, given the strengths and weaknesses of the case; and (3) significant savings in PAGA Counsel's fees and/or costs that would have only increased significantly had the case progressed through trial and/or appeals.

64. PAGA Counsel is experienced in complex representative and class action wage-and-hour litigation. Blackstone Law, APC ("Blackstone") has been counsel of record on several class and PAGA actions that have since been resolved, the most recent of which are attached hereto as **Exhibit 5.** The attorneys who worked on the Action are all experienced in litigating wage and hour matters as follows:

a. Jonathan M. Genish is the founder of Blackstone. He received his law degree from Benjamin N. Cardozo School of Law and was admitted to the California State Bar in 2008. During law school, he clerked at the litigation firm Oved & Oved, LLP and was published several times in various small publications. Upon graduation, he was rehired by Freedman & Taitelman, LLP as an associate and remained employed there from September 2008 through August 2015. During his tenure, he managed hundreds (perhaps thousands) of complex litigation cases, ranging from employment, corporate, entertainment, and general business litigation matters, though his primary area of expertise was employment, both single plaintiff and representative actions. On the vast majority of those cases, he was the only or primary attorney managing the case and thus obtained extensive experience. In that capacity, he conducted wage and hour and wrongful termination labor and employment intakes; was the primary contact for all clients; took and defended hundreds (if not thousands) of depositions; propounded and responded to all discovery; prepared and opposed all motions and pleadings, including dispositive and certification motions; strategized on all cases; attended all hearings; attended all mediations; coordinated with class action administrators; prepared and worked with experts; first and second chaired multiple trials and arbitrations; and engaged in all other intricate facets of litigation. During that time, he represented a wide range of clients from sole proprietorships to Fortune 500 companies in state, federal, complex, and appellate courts. Many of the cases he managed were highly publicized, with articles written about them in the Los Angeles Times, Deadline, The Hollywood Reporter, Business Insider, Law360, and others. Super Lawyers has

regularly honored him as a Southern California Rising Star since 2012. He is currently the managing partner of Blackstone overseeing roughly 500 labor and employment cases, approximately 80% of which include a wage and hour component. The majority of those cases are wage-and-hour putative class actions or representative PAGA actions seeking relief on behalf of thousands of California employees. His billable rate is $1,295, which is well within the prevailing rate for attorneys with his experience in this area of practice in Southern California.

b. Barbara DuVan-Clarke is a 16-year litigator who joined Blackstone in September 2022 as a Senior Trial Attorney and Team Lead, building on her entire career of litigating single-plaintiff employment, catastrophic injury, and class/PAGA matters with well-known plaintiff-side wage and hour law firms in Los Angeles. She earned her Bachelor of Arts degree from the University of California at Los Angeles in 2003 and then obtained her Juris Doctorate from Case Western Reserve University in Cleveland, Ohio in 2007. Ms. DuVan-Clarke also maintains leadership roles in the California Employment Lawyers' Association ("CELA") and other organizations. Her hourly rate of $1,050 is reasonable based on her education and experience and is in line with the market rate.

c. Alexander K. Spellman is a former Senior Associate of Blackstone who worked on this matter. He graduated from University of California at Los Angeles in 2001, with a Bachelor of Arts degree in American Literature and Culture. He then obtained his Juris Doctorate from Loyola Law School, graduating in 2006, and was admitted to the California State Bar in July 2007. He practiced exclusively in plaintiff's side labor and employment law from 2016 through 2024. His hourly rate of $950 is reasonable based on his education and experience and is in line with the market rate at the time he worked on this matter.

d. P.J. Van Ert is an accomplished attorney who joined Blackstone in 2023, after having worked at an employment litigation firm for 2 years, and prior to that, having served as a District Attorney for over 13 years. In that role, she was a prolific trial attorney, and it is my understanding that she tried over 50 jury trials to verdict. She graduated from University of California at Davis in 2000, with a Bachelor of Arts degree, and from University of California at Los Angeles School of Law with a Juris Doctorate in 2004. She was admitted to the State Bar of California in December 2004. Her hourly rate of $850 is reasonable based on her education and experience and is in line with the

market rate.

e. Danielle L. GruppChang graduated from California Polytechnic University San Luis Obispo in 2013, with a Bachelor of Arts degree in Political Science with a minor in Communication Studies. She then obtained her Juris Doctorate from University of California Law San Francisco (formerly known as University of California Hastings College of the Law), graduating in 2016, and was admitted to the California State Bar in January 2017. She has practiced exclusively plaintiff's side labor and employment class and representative action law from 2017 through the present. Her hourly rate of $825 is reasonable based on her education and experience and is in line with the market rate.

f. Alexandra Rose joined Blackstone from a highly reputable employment law firm. Ms. Rose graduated from the University of California, Los Angeles with a Bachelor of Arts degree in 2016 and from New England Law | Boston with a Juris Doctor degree in 2019. She was admitted to the State Bar of California in December of 2019 and the State Bars of New York and New Jersey in 2023. Ms. Rose is additionally licensed in all federal district courts of California. Ms. Rose manages the post-settlement department at Blackstone. In that capacity, Ms. Rose oversees and handles over 200 wage-and-hour putative class actions and/or representative actions under PAGA, that are in settlement. Ms. Rose's hourly rate of $750 is reasonable based on her education and experience and is in line with the market rate.

g. I am an Associate Attorney at Blackstone, where I focus on representing employees in wage and hour class action and PAGA representative matters. I joined Blackstone from a highly reputable employment law firm. I graduated from the University of Oregon with a Bachelor of Science degree in 2015 and from Lewis & Clark Law School (Lewis & Clark) with a Juris Doctor degree in 2018. While at Lewis & Clark I served as an Associate Editor for the Environmental Law Review. I was admitted to practice law in Oregon in 2018 and California in 2025. Since 2019, I have focused my practice exclusively on employment law, representing clients in individual, class actions, and PAGA matters. I was most recently recognized as a 2027 Southern California Rising Star by Super Lawyers. My hourly rate of $675 is reasonable based on my education and experience and is in line with the market rate.

h. The above attorneys have been approved at the above hourly rates in the following cases (which is not inclusive):

a. *Ariana Crisafulli, et al. v. Sonoma Media Investments, LLC*, Sonoma County Superior Court, Case No. 24CV05458;

b. *Luke Leon v. BigHorn Golf Club dba BigHorn ClubHouse, et al.*, Riverside County Superior Court, Case No. CVRI2400375;

c. *Luis A. Romero v. Thyssenkrupp Materials, LLC*, Los Angeles County Superior Court, Case No. 24STCV03007;

d. *Jose Luis Ramirez, et al. v. TMI Automotive Products Inc., et al.*, Riverside County Superior Court, Case No. CVRI2304340.

i. Sarah Madan is an Associate Attorney at Blackstone who primarily represents claimants in wage and hour and PAGA arbitration proceedings. She graduated from the University of California, Hastings in 2020 and was admitted to the California State Bar in 2021. She was a post-bar Joseph Grodin Fellow in the Workers' Rights Clinic for Legal Aid at Work. After that fellowship, she joined a respected plaintiffs-side firm where she represented injured workers for three years before joining Blackstone. Ms. Madan has been named a Rising Star by Super Lawyers Magazine for 2024 and 2026 and is a published author in Advocate Magazine. Her hourly rate of $675 is reasonable based on her education and experience and is in line with the market rate.

j. Hallie Makrakis is also an Associate Attorney at Blackstone who primarily represents claimants in wage and hour and PAGA arbitration proceedings. She graduated from Golden Gate School of Law in May of 2021 and was admitted to the California State Bar in November of 2021. She was on the Dean's List for the entirety of her law school career. While in law school, she represented low-income employees through the Women's Employment Rights Clinic and as an intern at Legal Aid at Work. She has been named a Rising Star by Super Lawyers Magazine for 2026. Her hourly rate of $675 is reasonable based on her education and experience and is in line with the market rate.

65. Blackstone Law, APC has spent approximately 231.95 total hours litigating this matter. To date, our total fees incurred amount to $216,912. Each attorney who worked on this matter engaged

in a multitude of tasks, including communicating with the client and defense counsel; investigating the facts and researching applicable legal issues; drafting pleadings and the mediation brief; reviewing documents; preparing for and attending mediation; and facilitating the settlement by negotiating the settlement documents and drafting documents for obtaining settlement approval. A summary of Blackstone's lodestar for each attorney who worked on this matter is as follows:

| Attorney | Position | Hours | Rate | Total |
|---|---|---|---|---|
| Jonathan M. Genish | Managing Partner | 30.60 | $1,295 | $39,627 |
| Barbara DuVan-Clarke | Senior Counsel | 69.65 | $1,050 | $73,132.50 |
| Alexander K. Spellman | Senior Associate | 20.20 | $950 | $19,190 |
| P.J. Van Ert | Senior Associate | 34.30 | $850 | $29,155 |
| Danielle L. GruppChang | Senior Associate | 18.90 | $825 | $15,592.50 |
| Alexandra Rose | Senior Associate | 11.50 | $750 | $8,625 |
| Lizeth Marin | Associate | 32.70 | $675 | $22,072.50 |
| Sarah Madan | Associate | 8.40 | $675 | $5,670.00 |
| Hallie Makrakis | Associate | 5.7 | $675 | $3,847.50 |

66. Attached hereto as **Exhibit 6** is a chart that sets forth in detail the nature of the legal services provided by attorneys at Blackstone and the time incurred in performing those services. Blackstone also had litigation support personnel activity engaged in assisting with the prosecution of this matter.

**The Requested PAGA Counsel Litigation Expenses Payment is Fair and Reasonable**

67. The Agreement provides for reimbursement of PAGA Counsel's actual litigation costs and expenses of up to Thirty-Five Thousand Dollars and Zero Cents ($35,000.00). However, PAGA Counsel seeks reimbursement of a total of Twenty Six Thousand Five Hundred Seventy Seven Dollars and Fifty Eight Cents ($26,577.58) in litigation costs and expenses. A true and correct itemized list of Blackstone's litigation expenses, which includes invoices, is attached hereto as **Exhibit 7**. This amount was reasonable and necessary in the prosecution of this matter.

68. Berger Consulting Group, LLC is a data analysis expert that PAGA Counsel retained to perform an analysis of Defendants' time and payroll data prior to mediation. This was necessary to the litigation to determine the value of the claims.

69. Blackstone also confirms that the mediation costs incurred were Plaintiff's respective share.

**The Administration Expenses Payment is Fair and Reasonable**

70. As set forth in the Settlement Agreement, the Parties have agreed to retain, subject to approval by the Court, CPT Group, Inc., to handle the administration of the Agreement. While the Settlement Agreement allocates up to Nine Thousand Dollars and Zero Cents ($9,000.00) for the Administration Expenses Payment, the fees and expenses of the Administrator are estimated not to exceed Six Thousand Nine Hundred Ninety Dollars and Zero Cents ($6,990.00). These costs include, but are not limited to, expenses for preparing, printing, and mailing the Cover Letter and Individual PAGA Payment checks to the Aggrieved Employees, re-mailing the returned Individual PAGA Payment checks to any new addresses obtained, and handling inquiries from Aggrieved Employees regarding the Agreement, among other things. Accordingly, the Court should grant approval of the Administration Expenses Payment in the amount of Six Thousand Nine Hundred Ninety Dollars and Zero Cents ($6,990.00) to CPT Group, Inc., a necessary third-party for handling the settlement process.

**Pending Actions**

71. Neither I nor Plaintiff are aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Agreement. I am informed that, before the Action was filed, PAGA Counsel searched the LWDA's online database and identified a PAGA notice related to the action entitled *Pierre Jackson v. Comerica Management Co., Inc.*, San Mateo County Superior Court, Case No. 20-CIV-00670. However, the *Jackson* action settled and judgment was entered before this Action was filed. Accordingly, the Settlement does not affect the *Jackson* settlement in any way.

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

Executed on November 13, 2026, at Sandy, Oregon.

Lizeth Marin

Lizeth Marin

# EXHIBIT 1

BLACKSTONE LAW

8383 Wilshire Blvd., Suite 745
Beverly Hills, CA 90211
Phone: (310) 622-4278
Fax: (855) 786-6356

Alexander K. Spellman
Aspellman@blackstonepc.com

September 5, 2023

**PAGA Claim Notice Via Online Electronic Submission**
California Labor & Workforce Development Agency
800 Capitol Mall, Suite 5000 (MIC-55)
Sacramento, CA 95814
https://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html

**RE:** ***Blanca Olivarez v. Comerica Management Co, Inc.***

Dear Representative:

This office represents Blanca Olivarez ("Claimant") with respect to her claims under the California Labor Code against Comerica Management Co, Inc. (including any and all affiliates, subsidiaries, parents, directors, and officers thereof) (collectively referred to herein as "Employers"). This letter is being sent simultaneously to Employers by certified mail.

Employers employed Claimant from approximately April 2022 through the Present as a non-exempt, hourly-paid employee. During Claimant's employment with Employers, Claimant was employed performing duties under personal banker-styled positions, first starting under the title "Personal Retail Banker II" at locations through Los Angeles County, such as in Brentwood and Santa Monica.

Claimant intends to bring a representative action seeking penalties for violations of the California Labor Code which are recoverable under the Labor Code Private Attorneys General Act of 2004, California Labor Code section 2698, *et seq*. ("PAGA"). Claimant is seeking penalties on behalf of herself and in a representative capacity on behalf of the State of California and all current and former hourly-paid and/or non-exempt employees who worked for Employers in the State of California during the relevant statutory period ("Aggrieved Employees"). This letter is being sent in compliance with California Labor Code section 2699.3 and shall serve as Claimant's notice of the provisions of the California Labor Code alleged to have been violated, including the facts and theories in support thereof.

As detailed below, Employers violated several of California's wage and hour laws during Claimant's employment, including but not limited to California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, 2802, and the Industrial Welfare Commission Wage Orders ("IWC Wage Orders"). The claims made on behalf of Claimant

and Aggrieved Employees are based upon the following facts and theories:

## 1. FAILURE TO PAY FOR ALL TIME WORKED AT CORRECT RATES OF PAY, INCLUDING MINIMUM WAGES, STRAIGHT TIME WAGES, AND OVERTIME COMPENSATION

Employers have engaged in numerous unlawful practices which resulted in the failure to pay Claimant and other Aggrieved Employees for all time worked at the correct rates of pay, including minimum wages, straight time wages, and overtime compensation.

California Labor Code sections 1194, 1197, and 1197.1 and IWC Wage Orders require employers to pay at least the legal minimum wage to their employees. California Labor Code sections 510 and 1198 and IWC Wage Orders further require employers to pay no less than one and one-half times the regular rate of pay of the employee for hours worked in excess of eight (8) hours in one workday, for hours worked in excess of forty (40) hours in one workweek, and for the first eight (8) hours worked on the seventh day of work in any one workweek, and to pay no less than twice the regular rate of pay of the employee for hours worked in excess of twelve (12) hours in one workday and for any work in excess of eight (8) hours on any seventh day of a workweek.

Employers regularly required Claimant and other Aggrieved Employees to perform work off-the-clock. Such off-the-clock work included, *inter alia*: (1) coming in early to perform various duties to open a branch, all before clock-in; (2) making coffee runs for other employees before shifts or while otherwise clocked-out; (3) assisting other vendors (*e.g.*, security transports of money such as Brinks) while clocked-out; (4) assisting Employers' customers while clocked out; (5) performing sales after work shifts at Employers' request; (6) driving between branches while clocked out for various reasons; or (7) attending work meetings after clock-out. Employers failed to compensate Claimant and other Aggrieved Employees for any of this off-the-clock work, in violation of California law. In addition, Employers utilized time rounding practices that resulted in the systematic underpayment of wages (including minimum wages, straight time wages and overtime wages) to Claimant and Aggrieved Employees.

Employers also failed to accurately record the actual time worked by Claimant and Aggrieved Employees. Moreover, the uncompensated work described herein was often performed when Claimant and other Aggrieved Employees had already worked eight (8) hours in a day and/or forty (40) hours in week resulting in a failure to pay overtime compensation. Finally, Employers failed to pay overtime to Claimant and Aggrieved Employees for all overtime hours worked based on regular rates of pay correctly calculated to include all applicable remuneration, including non-discretionary commissions, non-discretionary bonuses, and non-discretionary performance pay.

As a result of the foregoing practices, Employers have failed to pay Claimant and other Aggrieved Employees for all wages earned at the correct rates of pay, including minimum wages, straight time wages, and overtime compensation. Accordingly, Employers violated IWC Wage Orders and California Labor Code sections 204, 510, 1194, 1197, 1197.1 and 1198.

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to penalties paragraph of the applicable IWC Wage Orders; penalties pursuant to California Labor Code sections 558, 1197.1, and 1199; and attorneys' fees and costs.

**2. FAILURE TO PROVIDE MEAL PERIODS AND PAY MEAL PERIOD PREMIUMS**

California law requires employers to provide employees with an opportunity to take an uninterrupted meal period of no less than thirty (30) minutes before the end of the fifth hour of work when an employee works more than five (5) hours in a day. Cal. Lab. Code §§ 226.7, 512(a). A second meal period of no less than thirty (30) minutes must be provided before the end of the tenth hour of work when an employee works more than ten (10) hours in a day. Cal. Lab. Code §§ 226.7, 512(a). When an employer fails to provide a meal or rest period, an hour of pay at the employee's regular rate of compensation is owed to the employee. Cal. Lab. Code § 226.7(c).

During the relevant time period, Employers failed to provide Claimant and other Aggrieved Employees with legally compliant 30-minute meal periods. Claimant and other Aggrieved Employees were required by Employers to work more than five (5) hours per day but were not provided with uninterrupted 30-minute meal periods. Further, Claimant and other Aggrieved Employees were not provided with a second uninterrupted 30-minute meal period when they worked over ten (10) hours per day. Employers regularly required Claimant and other Aggrieved Employees to work through their first and second meal periods, to take their first meal period after their fifth ($5^{th}$) hour of work, and/or to take their second meal periods after their tenth ($10^{th}$) hour of work. Meal periods, when provided, were oftentimes interrupted or cut short.

Employers' policies, practices, and procedures were responsible for the violations alleged above and prevented Claimant and other Aggrieved Employees from taking timely, complete and duty-free meal periods because, amongst other reasons: (1) Employers did not have legally-compliant policies regarding the provision and timing of meal periods or systematically disregarded its own purported meal period policies; (2) Employers' management at various levels failed and refused to implement and enforce legally compliant meal period policies and practices; (3) Employers failed to adequately inform and train Claimant and other Aggrieved Employees regarding their right to take timely, uninterrupted, and duty-free meal periods; (4) Employers failed to adequately inform and train Claimant and other Aggrieved Employees about their right to premium wages for non-compliant meal periods; (5) Employers failed to ensure that there was adequate staffing to allow Claimant and other Aggrieved Employees to take timely, uninterrupted, and duty-free meal periods; (6) Employers required Claimant and other Aggrieved Employees to respond to work-related requests at all times, including during meal periods; and (7) Employers' policy and culture prevented Claimant and other Aggrieved Employees from taking timely, uninterrupted, and duty-free meal periods because of the priority placed on maximizing profits over employees' right to receive timely, uninterrupted, and duty-free meal periods.

Claimant and other Aggrieved Employees did not receive an extra hour of wages at their regular rate of pay for the meal periods which were not provided to them in compliance with California law. Accordingly, Employers violated the applicable IWC Wage Orders and California Labor Code sections 226.7, 512(a) and 1198.

Claimants and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to penalties paragraph of the applicable IWC Wage Orders; penalties pursuant to California Labor Code sections 558 and 1199; and attorneys' fees and costs.

**3. FAILURE TO AUTHORIZE AND PERMIT REST PERIODS AND PAY REST PERIOD PREMIUMS**

California law requires employers to authorize and permit employees to take an uninterrupted rest period of no less than ten (10) minutes rest for every four (4) hours, or major fraction thereof, worked. Cal. Lab. Code § 226.7. When an employer fails to authorize and permit a rest period, an hour of pay at the employee's regular rate of compensation is owed to the employee. Cal. Lab. Code § 226.7(c).

Employers failed to authorize and permit Claimant and other Aggrieved Employees to take legally compliant 10-minute rest periods. Employers required Claimant and other Aggrieved Employees to work through rest periods. Claimant and Aggrieved Employees were not provided with uninterrupted, duty-free rest periods when they worked more than four (4) hours or a major fraction thereof. Further, Claimant and other Aggrieved Employees were not provided with a second uninterrupted, duty-free rest period when they worked more than six (6) hours in a day, or a third uninterrupted, duty-free rest period after working more than ten (10) hours in day. In the rare event that a rest period was taken, it was frequently interrupted or cut short. Moreover, Claimant and other Aggrieved Employees were not completely relieved of duty as required by *Augustus v. ABM Security Services, Inc.,* 2 Cal.5th 257 (2016).

Employers' policies, practices, and procedures were responsible for the violations alleged above and prevented Claimant and other Aggrieved Employees from taking timely and complete rest periods because, amongst other reasons: (1) Employers did not have legally-compliant policies regarding the provision and timing of rest periods or systematically disregarded its own purported rest period policies; (2) Employers' management at various levels failed and refused to implement and enforce legally compliant rest period policies and practices; (3) Employers failed to adequately inform and train Claimant and other Aggrieved Employees regarding their right to take timely, uninterrupted, and duty-free rest periods; (4) Employers failed to adequately inform and train Claimant and other Aggrieved Employees about their right to premium wages for non-compliant rest periods; (5) Employers failed to ensure that there was adequate staffing to allow Claimant and other Aggrieved Employees to take timely, uninterrupted, and duty-free rest periods; (6) Employers required Claimant and other Aggrieved Employees to respond to work-related requests at all times,

including during rest periods; and (7) Employers' policy and culture prevented Claimant and other Aggrieved Employees from taking timely, uninterrupted, and duty-free rest periods because of the priority placed on completing job requirements over employees' right to receive rest periods.

Claimant and other Aggrieved Employees did not receive an extra hour of wages at their regular rate of pay for the rest periods which were not provided to them in compliance with California law. Accordingly, Employers violated the applicable IWC Wage Orders and California Labor Code sections 226.7, and 1198.

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to penalties paragraph of the applicable IWC Wage Orders; Labor Code sections 558 and 1199 penalties; and attorneys' fees and costs.

**4. FAILURE TO TIMELY PAY WAGES DURING EMPLOYMENT**

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. During the relevant time period, Employers have failed to timely pay all wages earned because Claimant and other Aggrieved Employees were not paid all the wages they were owed including, *inter alia,* overtime compensation, straight time wages, minimum wages, and meal and rest period premiums, and any other wages due (*e.g*., bonuses, commissions, gratuities, etc). Accordingly, Employers violated California Labor Code section 204(a).

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to Labor Code section 2699; penalties pursuant to California Labor Code sections 210 and 1199; and attorneys' fees and costs.

**5. FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS**

California Labor Code section 226(a) requires an employer semimonthly or at the time of each payment of wages to furnish wage statements to its employees setting forth, *inter alia*, (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, and (8) the name and

address of the legal entity that is the employer.

As a result of the practices described herein, the wage statements provided to Claimant and other Aggrieved Employees failed to include the actual hours worked (including time spent working off-the-clock), the actual gross wages earned (including wages owed for time spent working off the clock and meal and rest period premiums), and the correct rates of pay. The wage statements provided to Claimant and other Aggrieved Employees also failed to include the name of the legal entity that employed Claimant and the Aggrieved Employees. Accordingly, Employers violated California Labor Code section 226(a).

Claimant and Aggrieved Employees will therefore seek PAGA default penalties; penalties pursuant to California Labor Code section 226.3; and attorneys' fees and costs.

## 6. FAILURE TO MAINTAIN ACCURATE RECORDS

California Labor Code section 1174(d) requires an employer to keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the commission, but in any case, shall be kept on file for not less than two years. During the relevant time period, Employers have failed to maintain accurate records relating to Claimant and other Aggrieved Employees' work periods, meal periods, total daily hours worked, and total hours worked per payroll period. Accordingly, Employers violated the applicable IWC Wage Orders and California Labor Code sections 1198.5 and 1174(d).

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to penalties paragraph of the applicable IWC Wage Orders; California Labor Code section 1174.5 penalties; and attorneys' fees and costs.

## 7. FAILURE TO REIMBURSE NECESSARY EXPENDITURES

California Labor Code sections 2800 and 2802 require an employer to reimburse its employees for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. The IWC Wage Orders require employers to provide employees with the tools or equipment necessary for the performance of their job. During the relevant time period, Claimant and Aggrieved Employees incurred necessary business-related expenses and costs that were not fully reimbursed by Employers. These costs include, but are not limited to: (1) minor supplies for Employers' office (*e.g.*, desk or kitchen items for use of others at the direction of Employers); (2) mileage for on-the-clock driving for Employers' purposes at the expense of Claimant and Aggrieved Employees; (3) unreimbursed team event purchases at the direction of Employers (*e.g.*, refreshments

for Employers' events); and (4) and the usage of personal cell phones and internet service related thereto for work-related purposes.

Accordingly, Employers violated the IWC Orders and California Labor Code sections 2800 and 2802. Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to penalties paragraph of the applicable IWC Wage Orders; and attorneys' fees and costs.

## 8. FAILURE TO TIMELY PAY ALL WAGES UPON TERMINATION OF EMPLOYMENT

California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

During the relevant time period, upon the termination of employment (including but not limited to when they were temporarily laid off, laid off, discharged, and/or resigned), Aggrieved Employees were not paid all wages due to them within twenty-four (24) hours or even within seventy-two (72) hours for those who resigned. Specifically, as a result of Employers' practices of requiring Aggrieved Employees to work off-the-clock without compensation, failing to pay proper overtime compensation, unlawful rounding practices, failure to properly calculate regular rates, and failure to accurately record all hours actually worked, Employers failed to pay Aggrieved Employees for all straight time wage, minimum wages and overtime compensation owed to them upon termination of their employment. Employers also failed to pay Aggrieved Employees for meal period premiums and rest period premiums they were owed, amongst other wages. Accordingly, Employers violated California Labor Code sections 201 and 202.

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to California Labor Code sections 203 and 1199; and attorneys' fees and costs.

## 9. EMPLOYER'S OTHER VIOLATIONS OF THE CALIFORNIA LABOR CODE

Finally, pursuant to *Huff v. Securitas Security Services USA, Inc*. (2018) 25 Cal.App.5th 745 ("*Huff*"), as an Aggrieved Employee, Claimant has standing, and intends, on behalf of LWDA, to pursue civil penalties against Employer for any and all other Labor Code violations committed by Employer. In *Huff*, the California Court of Appeals held that an employee alleging a single violation of the Labor Code under PAGA may also bring PAGA claims against Employer for all other alleged Labor Code violations, even those suffered by other employees of the same employer. According to the *Huff* decision, Employee, as an "aggrieved" employee affected by at least one Labor Code

violation may, and hereby does, pursue penalties on behalf of LWDA for unrelated Labor Code violations by Employer.

Employers are in direct violation of numerous California wage and hour laws including but not limited to said sections stated above. We hereby provide notice under the California Labor Code Private Attorneys General Act of 2004, California Labor Code Sections 2698, et seq., and specifically ask for an investigation, or if the agency does not intend to investigate the alleged violations, a letter confirming the same so that we may allege a cause of action under PAGA against Employers for the violations discussed in this letter.

This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3. By law, an employee alleging a violation of one of the above referenced sections must notify his or her employer and the Labor and Workforce Development Agency (LWDA) before he or she can invoke the provisions of Sections 2699, et seq., by seeking redress in court. Cal. Lab. Code § 2699.3(a)(1). The LWDA must then notify the employer and the employee within 60 calendar days regarding whether it intends to investigate the alleged violation. Cal. Lab. Code § 2699.3(a)(2)(B). If the LWDA advises it will not investigate, or if no notice is provided within 65 calendar days, the employee may file a lawsuit invoking the provisions under Labor Code § 2699. Cal. Lab. Code § 2699.3(a)(2)(A). It is Claimant's intention to file a civil complaint and to bring the appropriate claims under California Labor Code § 2699 on behalf of themselves, the State of California and all Aggrieved Employees should your office not address Employers' alleged violations within this time.

If you have any questions or require additional information, please do not hesitate to contact my office. Thank you for your attention to this matter.

**BLACKSTONE LAW**



Alexander K. Spellman, Esq.

cc: By U.S. Certified Mail, Return Receipt Requested

***Comerica Management Co, Inc.***
***Attn: Cheryl Sudney***
***Agent for Service of Process***
***411 W. Lafayette, MC 3391***
***Detroit, MI 48226***

***Comerica Management Co, Inc.***
***Attn: Corporate Creations Network, Inc.***
***Agent for Service of Process***
***5901 W Century Blvd***
***Los Angeles, CA 90045***

# EXHIBIT 2

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Lizeth Marin
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August 21, 2026

**PAGA Claim Notice Via Online Electronic Submission**
California Labor & Workforce Development Agency
800 Capitol Mall, Suite 5000 (MIC-55)
Sacramento, CA 95814
https://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html

**RE:** ***Blanca Olivarez v. Comerica Management Co., Inc.; Fifth Third Bank, N.A.***

Dear Representative:

On September 5, 2023, pursuant to the Private Attorneys General Act of 2004, California Labor Code sections 2698, *et seq*. ("PAGA"), our office provided notice to the California Labor and Workforce Development Agency ("LWDA") on behalf of Blanca Olivarez ("Claimant") that Claimant intends to bring a representative action seeking penalties for violations of the California Labor Code which are recoverable under PAGA with respect to her claims under the California Labor Code against Comerica Management Co., Inc. and Fifth Third Bank, N.A. a successor by merger to Comerica Management Co., Inc. (including any and all affiliates, subsidiaries, parents, directors, and officers thereof) (collectively referred to herein as "Employers").

We write to inform you of this amended notice.

This letter is being sent simultaneously to Employers by certified mail, and to Employers' counsel in this matter via email.

Employers employed Claimant from approximately April 2022 through September 15, 2025 as a non-exempt, hourly-paid employee. During Claimant's employment with Employers, Claimant was employed performing duties under personal banker-styled positions, first starting under the title "Retail Personal Banker II" at locations through Los Angeles County, such as in Brentwood and Santa Monica.

Claimant is seeking penalties on behalf of herself and in a representative capacity on behalf of the State of California and all current and former hourly-paid and/or non-exempt employees who worked for Employers in the State of California during the relevant statutory period ("Aggrieved Employees"). This letter is being sent in compliance with California Labor Code section 2699.3 and

shall serve as Claimant's notice of the provisions of the California Labor Code alleged to have been violated, including the facts and theories in support thereof.

As detailed below, Employers violated several of California's wage and hour laws during Claimant's employment, including but not limited to California Labor Code sections 201, 202, 203, 204, 210, 221, 225.5, 226(a), 226.3, 226.7, 246, 510, 512(a), 558, 1174(d), 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2800, and 2802, and the Industrial Welfare Commission Wage Orders ("IWC Wage Orders"). The claims made on behalf of Claimant and Aggrieved Employees are based upon the following facts and theories:

**1. FAILURE TO PAY FOR ALL TIME WORKED AT CORRECT RATES OF PAY, INCLUDING MINIMUM WAGES, STRAIGHT TIME WAGES, AND OVERTIME COMPENSATION**

Employers have engaged in numerous unlawful practices which resulted in the failure to pay Claimant and other Aggrieved Employees for all time worked at the correct rates of pay, including minimum wages, straight time wages, and overtime compensation.

California Labor Code sections 1194, 1197, and 1197.1 and IWC Wage Orders require employers to pay at least the legal minimum wage to their employees. California Labor Code sections 510 and 1198 and IWC Wage Orders further require employers to pay no less than one and one-half times the regular rate of pay of the employee for hours worked in excess of eight (8) hours in one workday, for hours worked in excess of forty (40) hours in one workweek, and for the first eight (8) hours worked on the seventh day of work in any one workweek, and to pay no less than twice the regular rate of pay of the employee for hours worked in excess of twelve (12) hours in one workday and for any work in excess of eight (8) hours on any seventh day of a workweek.

Employers regularly required Claimant and other Aggrieved Employees to perform work off-the-clock. Such off-the-clock work included, *inter alia*: (1) coming in early to perform various duties to open a branch, all before clock-in; (2) making coffee runs for other employees before shifts or while otherwise clocked-out; (3) assisting other vendors (*e.g.*, security transports of money such as Brinks) while clocked-out; (4) assisting Employers' customers while clocked out; (5) performing sales after work shifts at Employers' request; (6) driving between branches while clocked out for various reasons; or (7) attending work meetings after clock-out. Employers failed to compensate Claimant and other Aggrieved Employees for any of this off-the-clock work, in violation of California law. In addition, Employers utilized time rounding practices that resulted in the systematic underpayment of wages (including minimum wages, straight time wages and overtime wages) to Claimant and Aggrieved Employees.

Employers also failed to accurately record the actual time worked by Claimant and Aggrieved Employees. Moreover, the uncompensated work described herein was often performed when Claimant and other Aggrieved Employees had already worked eight (8) hours in a day and/or forty (40) hours in week resulting in a failure to pay overtime compensation. Finally, Employers

failed to pay overtime to Claimant and Aggrieved Employees for all overtime hours worked based on regular rates of pay correctly calculated to include all applicable remuneration, including non-discretionary commissions, non-discretionary bonuses, and non-discretionary performance pay.

As a result of the foregoing practices, Employers have failed to pay Claimant and other Aggrieved Employees for all wages earned at the correct rates of pay, including minimum wages, straight time wages, and overtime compensation. Accordingly, Employers violated IWC Wage Orders and California Labor Code sections 204, 510, 1194, 1194.2, 1197, 1197.1 and 1198.

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to penalties paragraph of the applicable IWC Wage Orders; penalties pursuant to California Labor Code sections 225.5, 558, 1197.1, and 1199; and attorneys' fees and costs.

**2. FAILURE TO PROVIDE MEAL PERIODS AND PAY MEAL PERIOD PREMIUMS**

California law requires employers to provide employees with an opportunity to take an uninterrupted meal period of no less than thirty (30) minutes before the end of the fifth hour of work when an employee works more than five (5) hours in a day. Cal. Lab. Code §§ 226.7, 512(a). A second meal period of no less than thirty (30) minutes must be provided before the end of the tenth hour of work when an employee works more than ten (10) hours in a day. Cal. Lab. Code §§ 226.7, 512(a). When an employer fails to provide a meal or rest period, an hour of pay at the employee's regular rate of compensation is owed to the employee. Cal. Lab. Code § 226.7(c).

During the relevant time period, Employers failed to provide Claimant and other Aggrieved Employees with legally compliant 30-minute meal periods. Claimant and other Aggrieved Employees were required by Employers to work more than five (5) hours per day but were not provided with uninterrupted 30-minute meal periods. Further, Claimant and other Aggrieved Employees were not provided with a second uninterrupted 30-minute meal period when they worked over ten (10) hours per day. Employers regularly required Claimant and other Aggrieved Employees to work through their first and second meal periods, to take their first meal period after their fifth ($5^{th}$) hour of work, and/or to take their second meal periods after their tenth ($10^{th}$) hour of work. Meal periods, when provided, were oftentimes interrupted or cut short.

Employers' policies, practices, and procedures were responsible for the violations alleged above and prevented Claimant and other Aggrieved Employees from taking timely, complete and duty-free meal periods because, amongst other reasons: (1) Employers did not have legally-compliant policies regarding the provision and timing of meal periods or systematically disregarded its own purported meal period policies; (2) Employers' management at various levels failed and refused to implement and enforce legally compliant meal period policies and practices; (3) Employers failed to adequately inform and train Claimant and other Aggrieved Employees

regarding their right to take timely, uninterrupted, and duty-free meal periods; (4) Employers failed to adequately inform and train Claimant and other Aggrieved Employees about their right to premium wages for non-compliant meal periods; (5) Employers failed to ensure that there was adequate staffing to allow Claimant and other Aggrieved Employees to take timely, uninterrupted, and duty-free meal periods; (6) Employers required Claimant and other Aggrieved Employees to respond to work-related requests at all times, including during meal periods; and (7) Employers' policy and culture prevented Claimant and other Aggrieved Employees from taking timely, uninterrupted, and duty-free meal periods because of the priority placed on maximizing profits over employees' right to receive timely, uninterrupted, and duty-free meal periods.

Claimant and other Aggrieved Employees did not receive an extra hour of wages at their regular rate of pay for the meal periods which were not provided to them in compliance with California law. Accordingly, Employers violated the applicable IWC Wage Orders and California Labor Code sections 226.7, 512(a), and 1198.

Claimants and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to penalties paragraph of the applicable IWC Wage Orders; penalties pursuant to California Labor Code sections 558 and 1199; and attorneys' fees and costs.

**3. FAILURE TO AUTHORIZE AND PERMIT REST PERIODS AND PAY REST PERIOD PREMIUMS**

California law requires employers to authorize and permit employees to take an uninterrupted rest period of no less than ten (10) minutes rest for every four (4) hours, or major fraction thereof, worked. Cal. Lab. Code § 226.7. When an employer fails to authorize and permit a rest period, an hour of pay at the employee's regular rate of compensation is owed to the employee. Cal. Lab. Code § 226.7(c).

Employers failed to authorize and permit Claimant and other Aggrieved Employees to take legally compliant 10-minute rest periods. Employers required Claimant and other Aggrieved Employees to work through rest periods. Claimant and Aggrieved Employees were not provided with uninterrupted, duty-free rest periods when they worked more than four (4) hours or a major fraction thereof. Further, Claimant and other Aggrieved Employees were not provided with a second uninterrupted, duty-free rest period when they worked more than six (6) hours in a day, or a third uninterrupted, duty-free rest period after working more than ten (10) hours in day. In the rare event that a rest period was taken, it was frequently interrupted or cut short. Moreover, Claimant and other Aggrieved Employees were not completely relieved of duty as required by *Augustus v. ABM Security Services, Inc.,* 2 Cal.5th 257 (2016).

Employers' policies, practices, and procedures were responsible for the violations alleged

above and prevented Claimant and other Aggrieved Employees from taking timely and complete rest periods because, amongst other reasons: (1) Employers did not have legally-compliant policies regarding the provision and timing of rest periods or systematically disregarded its own purported rest period policies; (2) Employers' management at various levels failed and refused to implement and enforce legally compliant rest period policies and practices; (3) Employers failed to adequately inform and train Claimant and other Aggrieved Employees regarding their right to take timely, uninterrupted, and duty-free rest periods; (4) Employers failed to adequately inform and train Claimant and other Aggrieved Employees about their right to premium wages for non-compliant rest periods; (5) Employers failed to ensure that there was adequate staffing to allow Claimant and other Aggrieved Employees to take timely, uninterrupted, and duty-free rest periods; (6) Employers required Claimant and other Aggrieved Employees to respond to work-related requests at all times, including during rest periods; and (7) Employers' policy and culture prevented Claimant and other Aggrieved Employees from taking timely, uninterrupted, and duty-free rest periods because of the priority placed on completing job requirements over employees' right to receive rest periods.

Claimant and other Aggrieved Employees did not receive an extra hour of wages at their regular rate of pay for the rest periods which were not provided to them in compliance with California law. Accordingly, Employers violated the applicable IWC Wage Orders and California Labor Code sections 226.7, and 1198.

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to penalties paragraph of the applicable IWC Wage Orders; Labor Code sections 558 and 1199 penalties; and attorneys' fees and costs.

**4. FAILURE TO TIMELY PAY WAGES DURING EMPLOYMENT**

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. During the relevant time period, Employers have failed to timely pay all wages earned because Claimant and other Aggrieved Employees were not paid all the wages they were owed including, *inter alia,* overtime compensation, straight time wages, minimum wages, and meal and rest period premiums, and any other wages due (*e.g.*, bonuses, commissions, gratuities, etc). Accordingly, Employers violated California Labor Code section 204(a).

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to Labor Code section 2699; penalties pursuant to California Labor Code sections 210 and 1199; and

attorneys' fees and costs.

## 5. VIOLATIONS REGARING CALIFORNIA SICK LEAVE/SICK PAY LAWS

California Labor Code sections 245 – 249 provide various protections regarding sick leave for California employees, including accrual of sick leave, notice that California employers must provide to their employees regarding sick leave, etc. Among those, California Labor Code section 246(i) requires an employer to provide written notice about available sick leave, and states in relevant part:

> "An employer shall provide an employee with written notice that sets forth the amount of paid sick leave available, or paid time off leave an employer provides in lieu of sick leave, for use on either the employee's itemized wage statement described in Section 226 or in a separate writing provided on the designated pay date with the employee's payment of wages."

California Labor Code section 246.5 further provides requirements for employer provision of paid sick days for various purposes and sets out various rights of California employees regarding use of sick time/sick pay.

California Labor Code section 248.5, including section (e), provides mechanisms by which an employer may be held liable for violations of sick leave laws within the California Labor Code.

Employers failed to provide proper accrued sick leave to Claimant and Aggrieved Employees and failed to provide proper notice about accrued sick leave. Claimant and Aggrieved Employees requested use of accrued sick leave but were improperly denied permission to use accrued sick leave hours and were instead counted as absent without pay if they attempted to use them. Employers' sick leave policies do not comply with the California Labor Code. Therefore, Employers violated California Labor Code sections 245-249, including 246(i) and 246.5, among others.

Claimant and Aggrieved Employees will therefore seek PAGA default penalties; penalties pursuant to the relevant California Labor Code section including section 248.5; all available equitable and injunctive relief; and attorneys' fees and costs.

## 6. FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS

California Labor Code section 226(a) requires an employer semimonthly or at the time of each payment of wages to furnish wage statements to its employees setting forth, *inter alia*, (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, and (8) the name and address of the legal entity that is the employer.

As a result of the practices described herein, the wage statements provided to Claimant and

other Aggrieved Employees failed to include the actual hours worked (including time spent working off-the-clock), the actual gross wages earned (including wages owed for time spent working off the clock and meal and rest period premiums), and the correct rates of pay. The wage statements provided to Claimant and other Aggrieved Employees also failed to include the name of the legal entity that employed Claimant and the Aggrieved Employees. Accordingly, Employers violated California Labor Code section 226(a).

Claimant and Aggrieved Employees will therefore seek PAGA default penalties; penalties pursuant to California Labor Code section 226.3; and attorneys' fees and costs.

## 7. FAILURE TO MAINTAIN ACCURATE RECORDS

California Labor Code section 1174(d) requires an employer to keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the commission, but in any case, shall be kept on file for not less than two years. During the relevant time period, Employers have failed to maintain accurate records relating to Claimant and other Aggrieved Employees' work periods, meal periods, total daily hours worked, and total hours worked per payroll period. Accordingly, Employers violated the applicable IWC Wage Orders and California Labor Code sections 1198.5 and 1174(d).

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to penalties paragraph of the applicable IWC Wage Orders; California Labor Code section 1174.5 penalties; and attorneys' fees and costs.

## 8. FAILURE TO REIMBURSE NECESSARY EXPENDITURES

California Labor Code sections 2800 and 2802 require an employer to reimburse its employees for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. The IWC Wage Orders require employers to provide employees with the tools or equipment necessary for the performance of their job. During the relevant time period, Claimant and Aggrieved Employees incurred necessary business-related expenses and costs that were not fully reimbursed by Employers. These costs include, but are not limited to: (1) minor supplies for Employers' office (*e.g.*, desk or kitchen items for use of others at the direction of Employers); (2) mileage for on-the-clock driving for Employers' purposes at the expense of Claimant and Aggrieved Employees; (3) unreimbursed team event purchases at the direction of Employers (*e.g.*, refreshments for Employers' events); and (4) and the usage of personal cell phones and internet service related thereto for work-related purposes.

Accordingly, Employers violated the IWC Orders and California Labor Code sections 2800 and 2802. Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to penalties paragraph of the applicable IWC Wage Orders; and attorneys' fees and costs.

## 9. FAILURE TO TIMELY PAY ALL WAGES UPON TERMINATION OF EMPLOYMENT

California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

During the relevant time period, upon the termination of employment (including but not limited to when they were temporarily laid off, laid off, discharged, and/or resigned), Aggrieved Employees were not paid all wages due to them within twenty-four (24) hours or even within seventy-two (72) hours for those who resigned. Specifically, as a result of Employers' practices of requiring Aggrieved Employees to work off-the-clock without compensation, failing to pay proper overtime compensation, unlawful rounding practices, failure to properly calculate regular rates, and failure to accurately record all hours actually worked, Employers failed to pay Aggrieved Employees for all straight time wage, minimum wages and overtime compensation owed to them upon termination of their employment. Employers also failed to pay Aggrieved Employees for meal period premiums and rest period premiums they were owed, amongst other wages. Accordingly, Employers violated California Labor Code sections 201 and 202.

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to California Labor Code sections 203 and 1199; and attorneys' fees and costs.

## 10. EMPLOYER'S OTHER VIOLATIONS OF THE CALIFORNIA LABOR CODE

Finally, pursuant to *Huff v. Securitas Security Services USA, Inc*. (2018) 25 Cal.App.5th 745 ("*Huff*"), as an Aggrieved Employee, Claimant has standing, and intends, on behalf of LWDA, to pursue civil penalties against Employer for any and all other Labor Code violations committed by Employer. In *Huff*, the California Court of Appeals held that an employee alleging a single violation of the Labor Code under PAGA may also bring PAGA claims against Employer for all other alleged Labor Code violations, even those suffered by other employees of the same employer. According to the *Huff* decision, Employee, as an "aggrieved" employee affected by at least one Labor Code violation may, and hereby does, pursue penalties on behalf of LWDA for unrelated Labor Code violations by Employer.

Employers are in direct violation of numerous California wage and hour laws including but not limited to said sections stated above. We hereby provide notice under the California Labor Code Private Attorneys General Act of 2004, California Labor Code Sections 2698, et seq., and specifically ask for an investigation, or if the agency does not intend to investigate the alleged violations, a letter confirming the same so that we may allege a cause of action under PAGA against Employers for the violations discussed in this letter.

This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3. By law, an employee alleging a violation of one of the above referenced sections must notify his or her employer and the Labor and Workforce Development Agency (LWDA) before he or she can invoke the provisions of Sections 2699, et seq., by seeking redress in court. Cal. Lab. Code § 2699.3(a)(1). The LWDA must then notify the employer and the employee within 60 calendar days regarding whether it intends to investigate the alleged violation. Cal. Lab. Code § 2699.3(a)(2)(B). If the LWDA advises it will not investigate, or if no notice is provided within 65 calendar days, the employee may file a lawsuit invoking the provisions under Labor Code § 2699. Cal. Lab. Code § 2699.3(a)(2)(A). It is Claimant's intention to file a civil complaint and to bring the appropriate claims under California Labor Code § 2699 on behalf of themselves, the State of California and all Aggrieved Employees should your office not address Employers' alleged violations within this time.

If you have any questions or require additional information, please do not hesitate to contact my office. Thank you for your attention to this matter.

**BLACKSTONE LAW**

Lizeth Marin

Lizeth Marin, Esq.

cc: By E-mail and U.S. Certified Mail, Return Receipt Requested

**Comerica Management Co, Inc.**
c/o Sheppard, Mullin, Richter & Hampton LLP
350 South Grand Ave, 40th Floor
Los Angeles, CA 90071-1422

**Fifth Third Bank, N.A.**
C/O Sheppard, Mullin, Richter & Hampton LLO
350 South Grand Ave, 40th Floor
Los Angeles, CA 90071-1422

# EXHIBIT 3

Vinesign Document ID: 84163FA0-C6CF-4E66-A7BF-530727469C4D

# PAGA SETTLEMENT AGREEMENT

This agreement to settle claims asserted pursuant to the Private Attorneys General Act ("PAGA Settlement Agreement") is made by and between plaintiff Blanca Olivarez ("Plaintiff"), on behalf of herself, all alleged aggrieved employees, and the State of California on the one hand, and defendants Comerica Management Co., Inc. and Fifth Third Bank, N.A., a successor by merger to Comerica Management Co., Inc. ("Defendants") on the other hand. This PAGA Settlement Agreement refers to Plaintiff and Defendants collectively as the "Parties," or each side individually as a "Party."

## 1. DEFINITIONS.

1.1 "Action" means Plaintiff's Private Attorneys General Act ("PAGA") lawsuit alleging wage and hour violations, captioned *Blanca Olivarez v. Comerica Management Co., Inc.*, filed on April 12, 2024 pending in Superior Court of the State of California, County of San Francisco, Case No. CGC-24-613901.

1.2 "Administrator" means CPT Group, Inc., 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 approval of this Settlement.

1.4 "Aggrieved Employee(s)" means all current and former non-exempt employees who worked for Defendant Comerica Management Co., Inc. in California during the PAGA Period.

1.5 "Aggrieved Employee Data" means each Aggrieved Employee's full name, last-known mailing address, Social Security number, and number of PAGA Pay Periods.

1.6 "Aggrieved Employee Address Search" means the Administrator's investigation and search for current Aggrieved Employee mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Aggrieved Employees.

1.7 "Court" means the Superior Court of California, County of San Francisco.

1.8 "Court Approval Order and Judgment" means the Court's order and judgment granting approval of the Settlement.

1.9 "Defendants" means and refers to the named defendants Comerica Management Co., Inc. and Fifth Third Bank, N.A., a successor by merger to Comerica Management Co., Inc.

1.10 "Defense Counsel" means Sheppard, Mullin, Richter & Hampton LLP by and through Tracey A. Kennedy, Michael T. Campbell, Namal Tantula, and Emma Husseman, the attorneys representing the Defendants in the Action.

The signed document can be validated at https://app.vinesign.com/Verify

1.11 "Effective Date" means the date by which the Settlement, including the Court Approval Order and Judgment, becomes final. For purposes of this PAGA Settlement Agreement, the Settlement "becomes final" only after the latest of (i) the period for filing any appeal, writ, or other appellate proceeding opposing or challenging the Settlement has elapsed without any such appeal, writ, or other appellate proceeding having been filed, which is no sooner than 61 days following the entry of the Court Approval Order and Judgment; (ii) any appeal, writ, or other appellate proceeding opposing or challenging the Settlement has been dismissed finally and conclusively with no right to pursue further remedies or relief; (iii) any appeal, writ, or other appellate proceeding has upheld the Court's final order with no right to pursue further remedies or relief; or (iv) the period for filing any motion to intervene, motion to vacate or similar motion attempting to disrupt the Settlement has elapsed without any such motion having been filed, or such motion has been denied and is itself unappealable. In this regard, it is the intention of the Parties that the Settlement shall not become effective until the Court Approval Order and Judgment is completely final, and there is no further recourse by an appellant who seeks to contest the Settlement.

1.12 "Gross Settlement Amount" means One Million Four Hundred Thousand Dollars and Zero Cents ($1,400,000.00), which is the total gross amount Defendants agree to pay under the Settlement. The Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment.

1.13 "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 25% of the Net Settlement Amount calculated according to the number of PAGA Pay Periods the Aggrieved Employee worked during the PAGA Period.

1.14 "LWDA" means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).

1.15 "LWDA PAGA Payment" means the 75% of the Net Settlement Amount paid to the LWDA under Labor Code section 2699, subd. (i).

1.16 "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: the PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid 25% to Aggrieved Employees as Individual PAGA Payments and 75% to the LWDA as the LWDA PAGA Payment.

1.17 "PAGA Counsel" means Blackstone Law, APC by and through Barbara DuVan-Clarke, Danielle GruppChang, P.J. Van Ert, Alexandra Rose, and Lizeth Marin, the attorneys representing the Plaintiff in the Action.

1.18 "PAGA Counsel Fees Payment" and "PAGA Counsel Litigation Expenses Payment" mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys' fees and expenses, respectively, incurred to prosecute the Action.

1.19 "PAGA Pay Period" means any pay period during which an Aggrieved Employee worked for Defendant Comerica Management Co., Inc. in California for at least one day during the PAGA Period.

1.20 "PAGA Period" means the period from September 5, 2022 to March 31, 2026.

1.21 "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698, *et seq.*).

1.22 "PAGA Notice" means Plaintiff's PAGA letters to Defendants and the LWDA dated September 5, 2023, and any related amended PAGA letter providing notice pursuant to Labor Code section 2699.3, subd.(a) of Defendants' alleged Labor Code violations.

1.23 "Plaintiff" means Blanca Olivarez, the named plaintiff in the Action.

1.24 "Released PAGA Claims" means the claims being released by the Plaintiff and the Aggrieved Employees as described in Paragraph 5 below.

1.25 "Released Parties" means Defendants, and each and all of their past, present and future officers, directors, managing agents, members, owners, partners, trustees, shareholders, stockholders, attorneys, parents, subsidiaries, equity sponsors, related companies/corporations and/or partnerships, divisions, assigns, predecessors, successors (including Fifth Third Bank, National Association, which is a wholly owned, indirect subsidiary of Fifth Third Bancorp.), insurers, joint venturers, joint employers, temporary staffing agencies, dual employers, co-employers, common law employers, contractors, service providers, alter-egos, any person and/or entity with potential or alleged to have joint liability.

1.26 "Settlement" means the disposition of the Action effected by this PAGA Settlement Agreement.

## 2. RECITALS.

2.1 On April 12, 2024, Plaintiff commenced the Action by filing a Complaint alleging one cause of action against Defendant Comerica Management Co, Inc. In connection with this settlement (and for settlement purposes only), as more fully described in Paragraph 6.1 herein, the Parties agree to stipulate to Plaintiff filing an Amended Complaint in the Action. The filed Amended Complaint in the Action will be referred to herein as the "Operative Complaint." Defendants deny the allegations in the Operative Complaint, deny any failure to comply with the laws identified in the Operative Complaint, and deny any and all wrongdoing, legal liability, penalties, interest, and damages arising out of any of the facts or conduct alleged in the Action. Neither this PAGA Settlement Agreement, nor any document referred to or contemplated herein, nor any action taken to carry out this PAGA Settlement Agreement, is, may be construed as, or may be used as an admission, concession or indication by or against Defendants of any fault, wrongdoing, or liability whatsoever.

2.2 Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff asserts that Plaintiff gave timely written notice to Defendants and the LWDA by sending the PAGA Notice(s), including the amended PAGA Notice.

2.3 The Parties engaged in formal discovery in Plaintiff's arbitration proceeding including exchanging initial disclosures, and engaged in further informal discovery in connection with mediation. Among other things, Plaintiff obtained, through discovery, relevant policy documents, personnel records, wage records, and timekeeping records for Plaintiff and the Aggrieved Employees.

2.4 On December 3, 2025, the Parties participated in a full-day private mediation with the help of a reputable employment mediator, Eve Wagner. While the Parties did not settle initially, the Parties continued to negotiate and with the help of Eve Wagner the Parties agreed to a PAGA only settle in the Action.

2.5 The Parties, PAGA Counsel and Defense Counsel represent that they are not aware of any other pending matter(s) or action(s) asserting claims that will be extinguished or affected by the Settlement.

## 3. MONETARY TERMS.

3.1 Gross Settlement Amount. Defendants promise to pay the total gross amount of One Million Four Hundred Thousand Dollars and Zero Cents ($1,400,000.00) and no more as the Gross Settlement Amount. Defendants have no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 4.3 of this PAGA Settlement Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendants.

3.2 Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified in the Court Approval Order and Judgment:

3.2.1 To PAGA Counsel: A PAGA Counsel Fees Payment totaling not more than one-third (1/3) of the Gross Settlement Amount, which is currently Four Hundred Sixty-Six Thousand Sixty-Six Hundred Sixty-Six Dollars and Sixty-Seven Cents ($466,666.67), and a PAGA Counsel Litigation Expenses Payment totaling not more than Thirty-Five Thousand Dollars and Zero Cents ($35,000.00). Defendants will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. Plaintiff and/or PAGA Counsel will file an application or motion for approval of the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment. If the Court approves a PAGA Counsel Fees Payment and/or PAGA 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 PAGA Counsel or any other counsel retained by Plaintiff and/or PAGA Counsel arising from any claim to any portion of the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed by them on the PAGA Counsel Fees Payment and PAGA Counsel

Litigation Expenses Payment and holds Defendants harmless, and indemnifies Defendants, from any dispute or controversy regarding any division or sharing of any of these payments among PAGA Counsel, Plaintiff, and Aggrieved Employees.

3.2.2 To the Administrator: An Administration Expenses Payment not to exceed $9,000.00 except for a showing of good cause and as approved by the Court. To the extent the actual administration expenses are less or the Court approves payment less than $9,000.00, the Administrator will allocate the remainder to the Net Settlement Amount.

3.2.3 To the LWDA and Aggrieved Employees: 75% of the Net Settlement Amount will be allocated to the LWDA PAGA Payment and 25% allocated to the Individual PAGA Payments.

3.2.3.1. Calculation of Individual PAGA Payments: The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of the Net Settlement Amount by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by the count of each Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed by them on their Individual PAGA Payments. No Aggrieved Employee may opt out of or be excluded from participating in the portion of the Settlement that releases PAGA claims, and each Aggrieved Employee shall be bound by the release of PAGA claims as specified under the "Release by Aggrieved Employees," regardless of whether they cash their Individual PAGA Payment check.

3.2.3.2. Payment of Individual PAGA Payments: The Administrator will report the Individual PAGA Payments on IRS 1099 Forms. No person shall have any claim against Defendants, Defense Counsel, Plaintiff, PAGA Counsel, or the Administrator based on distributions and payments made in accordance with this PAGA Settlement Agreement. Additionally, the Individual PAGA Payments shall be deemed not to be pensionable earnings and shall not have any effect on the eligibility for, or calculation of, any of the employee benefits (e.g., vacations, holiday pay, retirement plans, etc.) of Plaintiff and/or any of the other Aggrieved Employees.

## 4. SETTLEMENT FUNDING AND PAYMENTS.

4.1 PAGA Pay Periods. Based on a review of their records to date, Defendants estimate there are approximately 1,000 Aggrieved Employees who worked a total of approximately 50,000 PAGA Pay Periods during the PAGA Period.

4.2 Aggrieved Employee Data. Within twenty-one (21) calendar days after entry of the Court Approval Order and Judgment, Defendants, through Defense Counsel, will deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft

Excel spreadsheet. To protect the Aggrieved Employees' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to only those Administrator employees who need access to the Aggrieved Employee Data to effectuate and perform the Administrator's duties under this PAGA Settlement Agreement. Defendants have a continuing duty to immediately notify the Administrator if they discover that the Aggrieved Employee Data omitted any information intended to be included, and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible, to the extent such information is available to Defendants. Without any extension of the deadline by which Defendants must send the Aggrieved Employee Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing, incorrect, or omitted Aggrieved Employee Data.

4.3 Funding of Gross Settlement Amount. Defendants shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator into an account set up solely for distribution of funds pertaining to this Settlement within fourteen (14) calendar days of the Effective Date.

4.4 Payments from the Gross Settlement Amount. Within fourteen (14) calendar days after Defendants fund the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the PAGA Counsel Fees Payment, and the PAGA Counsel Litigation Expenses Payment. Disbursement of the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment shall not precede disbursement of the Individual PAGA Payments.

4.4.1 The Administrator will issue checks for the Individual PAGA Payments and send them to the Aggrieved Employees with a cover letter, attached hereto as **Exhibit A**, via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 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. Before mailing any checks, the Administrator must update the recipients' mailing addresses using the National Change of Address Database.

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

4.4.3 For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transfer the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee.

4.4.4 The payment of Individual PAGA Payments shall not obligate Defendants or any of the other Released Parties to confer any additional benefits or make any additional payments to the Aggrieved Employees or any other employee (such as 401(k) contributions or bonuses) beyond those specified in this PAGA Settlement Agreement.

5. **RELEASES OF CLAIMS.** Effective on the Effective Date and date when Defendants have fully funded the entire Gross Settlement Amount, Plaintiff and all Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, assigns, and the LWDA, the Released Parties from all claims for civil penalties under PAGA that were alleged, or could have been alleged, in the Operative Complaint and/or in the PAGA Notice, i.e., claims for failure to pay minimum wages, straight time compensation, overtime wages, contractual wages and compensation; failure to timely pay wages; failure to timely pay final wages and wages due upon separation; missed/short/late/interrupted meal period and/or rest period wages/premiums; failure to provide meal periods; failure to authorize and permit rest periods and/or recovery periods; failure to pay meal period and/or rest period premiums at the regular rate of pay; failure to pay sick leave at the regular rate of pay; reimbursement for all necessary business expenses; payment for all hours worked, including off-the-clock work; failure to furnish accurate itemized wage statements; unlawful failure to keep accurate payroll records; any violations of the California Labor Code or of the Wage Orders of the California Industrial Welfare Commission that could have been alleged in the Operative Complaint and/or PAGA Notice, i.e., Labor Code sections, 201, 202, 203, 204, 210, 221, 225.5, 226(a), 226.3, 226.7, 246, 510, 512(a), 558, 1174(d),1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2698, *et seq.*, and 2699 *et seq.*, 2800, and 2802, and any violations of the Wage Orders of the California Industrial Welfare Commission that could have been alleged in the Operative Complaint and/or PAGA Notice based on the allegations made in the Operative Complaint and/or the PAGA Notice ("Released PAGA Claims"). The Released PAGA Claims are limited to the PAGA Period.

Non-signatories can avail themselves of the PAGA Settlement Agreement, and this PAGA Settlement Agreement is for their respective benefit and use.

6. **MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT.** Plaintiff will file a motion for approval of the Settlement.

6.1 Stipulation to Amend. Prior to the filing of the motion for approval and for the purposes of approval of the Settlement only, the Parties will file a joint stipulation to amend the Complaint to include factual allegations reflecting Plaintiff's status as a former employee to support her waiting time penalties allegation that Defendants failed to timely pay all wages due in accordance with California Labor Code section 203, and a claim regarding an alleged failure to pay sick leave at the correct rate of pay. Defendants only agree to the amendment of the Complaint in the Action if the Settlement is approved by the Court. If the Court does not approve the Settlement,

Plaintiff agrees to amend her PAGA Notice and complaint in the Action back to their original form, respectively, and the Parties agree to return to their litigation positions prior to the December 3, 2025 mediation. The referenced stipulation shall be null and void and will have no force or effect if the Settlement is not approved by the Court.

6.2 Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor Code section 2699, subd. (f)(2)) including (i) a draft proposed Court Approval Order and Judgment; (ii) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness and competency to serve; operative procedures for protecting the security of the Aggrieved Employee 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 the Aggrieved Employees or the LWDA; and the nature and extent of any financial relationship with Plaintiff, PAGA Counsel or Defense Counsel; (iii) a signed declaration from PAGA Counsel attesting to its transmission to the LWDA of all necessary PAGA documents (notices of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this PAGA Settlement Agreement (Labor Code section 2699, subd. (l)(2)); and (iv) all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Administrator. In their declarations, Plaintiff and PAGA Counsel 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. Pursuant to Labor Code section 2669 subd. (l)(2), PAGA Counsel shall submit the proposed settlement to the LWDA at (or prior to) the same time that the proposed settlement is submitted to the Court. Moreover, pursuant to Labor Code section 2699 subd. (l)(3), PAGA Counsel shall submit a copy of the Court's judgment following approval of this PAGA Settlement Agreement, and any other order in the Action that either provides for or denies an award of PAGA civil penalties, to the LWDA within ten (10) calendar days after entry of the Court Approval Order and Judgment.

6.3 Responsibilities of PAGA and Defense Counsel. PAGA Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the application or motion for approval of this Settlement ,and if necessary, obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion. PAGA Counsel is responsible for delivering the Court Approval Order and Judgment to the Administrator.

6.4 Duty to Cooperate. At least seven (7) calendar days before filing any application or motion for approval, PAGA Counsel shall provide a copy of the proposed filing to Defense Counsel for Defense Counsel's review. If the Parties disagree on any aspect of the proposed application or motion for approval of this Settlement and/or the supporting declarations and documents, PAGA 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 the motion for approval of this Settlement or conditions its approval on any change to this PAGA Settlement Agreement or any other term of Settlement, PAGA 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 PAGA Settlement

Agreement and/or Settlement and otherwise satisfy the Court's concerns. At no time shall any of the Parties or their counsel seek to solicit or otherwise encourage Aggrieved Employees to submit written objections to the Settlement, or appeal from the Court Approval Order and Judgment.

6.5 Nullification of Settlement. In the event the Court does not enter a Court Approval Order and Judgment as provided herein, which becomes final as a result of the occurrence of the Effective Date, or the Settlement does not become final for any other reason, this PAGA Settlement Agreement, shall become null and void and any order or judgment entered by the Court in furtherance of this Settlement shall be treated as void *ab initio*. In such a case, the Parties will seek to reach a revised agreement acceptable to them to be presented to the Court. In the event the Parties cannot reach a mutually acceptable revised agreement, they shall ask the mediator to assist them in resolving the remaining disputes before litigating further. In the event the Parties are unable to reach a revised agreement, or any such revised agreement is not approved by the Court, the Parties shall proceed in all aspects as if this PAGA Settlement Agreement had not been executed, submitted, and/or filed, and Defendants will not make any payments under either agreement, except that any fees already incurred by the Administrator shall be paid for by Defendants. In the event any motion to intervene or to vacate, or similar motion is filed prior to the Effective Date, or an appeal is filed from the Court Approval Order and Judgment, or any other appellate review is sought prior to the Effective Date, administration of the Settlement shall be stayed pending final resolution of the motion, appeal, or other appellate review. The Parties will work cooperatively in connection with defending the Settlement, and each Party will file papers in support of the Settlement as necessary and appropriate.

## 7. PAGA GROUP ESTIMATES AND ESCALATOR CLAUSE.

7.1 Based on its records, Defendants represent that the approximately 1,000 Aggrieved Employees worked approximately 50,000 Pay Periods during the PAGA Period. If the actual number of Pay Periods worked by the Aggrieved Employees during the PAGA Period grows by more than ten percent (10%), or more than a total of 55,000 Pay Periods (50,000 plus 5,000), Defendants shall increase the Gross Settlement Amount by the percentage increase in the number of PAGA Pay Periods above 10% (e.g., if the number of PAGA Pay Periods increases by 11%, the Gross Settlement Amount will increase by 1%).

## 8. SETTLEMENT ADMINISTRATION.

8.1 Selection of Administrator. The Parties have jointly selected CPT Group, Inc. to serve as the "Administrator" and verified that, as a condition of appointment, the Administrator agrees to be bound by this PAGA Settlement Agreement and to perform, as a fiduciary, all duties specified in this PAGA Settlement Agreement in exchange for the Administration Expenses Payment. 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 generate and use its own unique identification number for each Aggrieved Employee ("Employee Identification Number") for the purposes of calculating and providing reports to 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 under U.S. Treasury Regulation section 468B-1.

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

**9. CONTINUING JURISDICTION OF THE COURT**. The Parties agree that, after entry of the Court Approval Order and Judgment, the Court will retain jurisdiction over the Parties, the Action, and the Settlement solely for purposes of (i) enforcing this PAGA Settlement Agreement, and/or the Court Approval Order and Judgement, (ii) addressing settlement administration matters, and (iii) addressing such matters after entry of the Court Approval Order and Judgment as are permitted by law.

9.1 Waiver of Right to Appeal. Provided the Court's final judgment pertaining to the Settlement is consistent with the terms and conditions of this PAGA Settlement Agreement, including without limitation the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment, the Parties and their respective counsel 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 a third party appeals the judgment, the Parties' obligations to perform under this PAGA Settlement Agreement will be suspended until such time as the appeal is finally resolved and the judgment becomes final.

**10. ADDITIONAL PROVISIONS.**

10.1 No Admission of Liability or Representative Manageability for Other Purposes. This PAGA Settlement Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendants that any of the allegations in the Action have merit or that Defendants have any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendants' defenses in the Action have merit. The Parties agree that representative treatment is for purposes of this Settlement only. If, for any reason the Court does not approve this Settlement, Defendants reserve all available defenses to the claims in the Action, and Plaintiff reserves the right to contest Defendants' defenses. The Settlement, this PAGA Settlement Agreement, and the 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/or the PAGA Settlement Agreement).

10.2 Breach. In the event of a breach of any provision of this PAGA Settlement Agreement, any Party reserves the right to institute an action specifically to enforce any term or terms of this PAGA Settlement Agreement or seek damages for breach. In an action to enforce any term or terms of this PAGA Settlement Agreement or to seek damages for breach of this PAGA Settlement Agreement, the prevailing Party in that action shall be entitled to recover reasonable attorneys' fees and costs from the non-prevailing Party. Notwithstanding the foregoing, the recovery of attorneys' fees and costs will not be enforced against unnamed Aggrieved Employees.

10.3 Integrated Agreement. Upon execution by all Parties and their counsel, this PAGA Settlement Agreement shall constitute the entire agreement between the Parties relating to the PAGA Settlement Agreement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.

10.4 Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendants, respectively, to take all appropriate actions required or permitted to be taken by such Parties pursuant to this PAGA Settlement Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Settlement, including any amendments to this PAGA Settlement Agreement.

10.5 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 PAGA Settlement Agreement, and submitting supplemental evidence and supplementing points and authorities to the extent 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 PAGA Settlement Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of the mediator and/or the Court for resolution.

10.6 No 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.

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

10.8 No Effect on Employee Benefits. All payments to be issued in connection with this PAGA Settlement Agreement, including without limitation the Individual PAGA Payments made to the Aggrieved Employees, shall be deemed not to be pensionable earnings and shall not have any effect on the eligibility for, or calculation of, any of the employee benefits (e.g., vacations, holiday pay, retirement plans, etc.) of Plaintiff or any other Aggrieved Employee. The Parties agree that any payment made pursuant to the PAGA Settlement Agreement do not represent any modification of

Plaintiff's or the Aggrieved Employees' previously credited hours of service or other eligibility criteria under any employee pension benefit plan or employee welfare benefit plan sponsored by any Defendant(s). Further, any payment made pursuant to the PAGA Settlement Agreement shall not be considered "compensation" in any year for purposes of determining eligibility for, or benefit accrual within, an employee pension benefit plan, employee welfare benefit plan sponsored by any Defendants, or unemployment benefits. Defendants shall not take 401(k) or other benefits deductions from any payments made pursuant to the PAGA Settlement Agreement.

10.9 No Injunctive Relief. As part of this Settlement, Defendants shall not be required to enter into any consent decree, nor shall Defendants be required to agree to any provision for injunctive relief, or to modify or eliminate any of their personnel, compensation, or payroll practices, or adopt any new personnel, compensation, or payroll practices.

10.10 Modification of Agreement. This PAGA Settlement 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.

10.11 Agreement Binding on Successors. This PAGA Settlement Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.

10.12 Applicable Law. All terms and conditions of this PAGA Settlement Agreement will be governed by and interpreted according to the laws of the State of California, without regard to conflict of law principles.

10.13 Interpretation. In interpreting this PAGA Settlement Agreement, a masculine, feminine, or neutral pronoun shall not exclude other genders. The singular shall include the plural and the plural shall include the singular. The term "any" should be understood to include and encompass "all," and "or" should be understood to encompass "and," and vice versa.

10.14 Cooperation in Drafting. The Parties have jointly cooperated in the negotiation, drafting, and preparation of this PAGA Settlement Agreement. Hence, this PAGA Settlement Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting. Additionally, the Parties and the Parties counsel each agree that they have carefully read and fully understand all of the provisions of this PAGA Settlement Agreement, which is in both the Parties and the Parties counsels' preferred language and thus no translation is required.

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

10.16 Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this PAGA Settlement Agreement relating to the confidentiality of information shall survive the execution of this PAGA Settlement Agreement.

10.17 Publicity. Except as necessary to obtain Court approval, including prior submission to the LWDA, prior to the filing of the motion for approval, Plaintiff and PAGA Counsel shall not communicate the terms or the fact of this PAGA Settlement Agreement to any third party or parties other than (1) employees or law partners of PAGA Counsel and/or Plaintiff's immediate family members; and (2) their respective accountants or lawyers as necessary for tax purposes. Plaintiff and PAGA Counsel agree not to publicize the Action or this Settlement in any way, such as through press statements, press releases, or internet or social media posts/publications. Plaintiff and PAGA Counsel further agree to respond to any press inquiries by stating only that the Action has been resolved. The Administrator shall not host or publish any website in connection with the Settlement unless required by Court order. Nothing herein will restrict PAGA Counsel from including publicly available information regarding this PAGA Settlement Agreement in future judicial submissions regarding PAGA Counsel's qualifications and experience.

10.18 Use and Return of Aggrieved Employee Data. Information provided to PAGA Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the documents, data, and information provided to PAGA Counsel by Defendants in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and for 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 ninety (90) calendar days after the Administrator discharges its obligation to pay out all Settlement funds, Plaintiff shall destroy all paper and electronic versions of Aggrieved Employee Data received from Defendants unless, prior to the Administrator's payment of all Settlement funds, Defendants make a written request to PAGA Counsel for the return, rather than the destruction, of Aggrieved Employee Data.

10.19 Headings. The descriptive heading of any section or paragraph of this PAGA Settlement Agreement is inserted for convenience of reference only and does not constitute a part of this PAGA Settlement Agreement.

10.20 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 State court holiday, such date or deadline shall be on the first business day thereafter.

10.21 Notice. All notices, demands or other communications between the Parties in connection with this PAGA Settlement Agreement shall 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 Plaintiff:
Blackstone Law, APC
8383 Wilshire Blvd., Suite 745 Beverly Hills, CA 90211
Tel. 310.622.4278
Fax. 855.786.6356
Email: bdc@blackstonepc.com, arose@blackstonepc.com, lmarin@blackstonepc.com
(correspondence must include all e-mails)

To Defendants:
Sheppard, Mullin, Richter & Hampton LLP
1901 Avenue of the Stars, Suite 1600
Los Angeles, CA 90067
Tel. 310-228-3700
Fax 310-228-3701
Email: mcampbell@sheppard.com

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

10.1 Stay of Litigation. The Parties agree that upon the execution of this PAGA Settlement Agreement, the Action shall be stayed, except to effectuate the terms of the Settlement. The Parties further agree that upon the signing of this PAGA Settlement Agreement, and pursuant to CCP section 583.330, the date to bring a case to trial under CCP section 583.310 shall be tolled pending Settlement approval.

**IT IS SO AGREED:**

*On Behalf of Plaintiff:*

Dated: 09/05/2026

Blanca Olivarez

Blanca Olivarez, Plaintiff

*On Behalf of Defendant Fifth Third Bank, N.A., a successor by merger to Comerica Management Co., Inc.:*

Dated: September 21, 2026

Name: Nancy Pinckney
Title: CHRO

# EXHIBIT A

To: <<First Name>><<Last Name>>
<<Street Address>>
<<City>><<State>><<Zip>>

Re: Settlement Payment from *Blanca Olivarez v. Comerica Management Co., Inc., et al*, San Francisco County Superior Court Case No. CGC-24-613901

Dear <<First Name>><<Last Name>>:

Please find enclosed a check in the amount of **<<amount of payment>>** ("Individual PAGA Payment"). This check is your payment from the settlement in the lawsuit entitled *Blanca Olivarez v. Comerica Management Co., Inc., et al*, San Francisco County Superior Court Case No. CGC-24-613901 ("Action").

The lawsuit was filed on April 12, 2024 by Blanca Olivarez ("Plaintiff") against her former employers Comerica Management Co., Inc. and successor by merger Fifth Third Bank, N.A. (together, "Defendants"), on behalf of the State of California, with respect to herself and other alleged aggrieved employees, to seek recovery of civil penalties pursuant to the Private Attorneys General Act of 2004, California Labor Code § 2698, *et seq.* ("PAGA"), for multiple alleged violations of the California Labor Code and Industrial Welfare Commission Wage Orders. Prior to initiating the lawsuit, on September 5, 2023 (and amended on _____), Plaintiff submitted a letter to the California Labor and Workforce Development Agency ("LWDA"), pursuant to PAGA, to provide notice of her intent to seek civil penalties under PAGA for Defendants' alleged violations of the California Labor Code and the applicable Industrial Welfare Commission Wage Orders, thereby initiating LWDA Case Number: LWDA-CM-979672-23 ("PAGA Notice").

Defendants deny all of Plaintiff's allegations and deny any wrongdoing of any kind associated with Plaintiff's allegations. A settlement was reached between Plaintiff and Defendants.

On <<Date>>, the settlement was approved by the Court, with a portion to be paid to the LWDA and a portion to be paid to all current and former non-exempt employees who worked for Defendant Comerica Management Co., Inc. in California during the PAGA Period ("Aggrieved Employees"). The period from September 5, 2022 to March 31, 2026 is the "PAGA Period."

You are receiving a portion of the settlement (the enclosed Individual PAGA Payment) because you have been identified as an Aggrieved Employee. Your Individual PAGA Payment is based on the total number of pay periods that you worked for Defendant Comerica Management Co., Inc. in California during the PAGA Period. The Individual PAGA Payment is considered to be 100% penalties, which will be reported on an IRS Form 1099 (if applicable). You are responsible for paying any and all taxes that may be due as a result of any payment issued to you under the settlement and should consult a tax advisor regarding the tax consequences of such payment.

Under the settlement, as of <<date of Court's order granting approval of the Settlement Agreement and full funding of the Gross Settlement Amount>>, the Aggrieved Employees release the Released PAGA Claims against all Released Parties as follows:

> "Released Parties" means Defendants, and each and all of their past, present and future officers, directors, managing agents, members, owners, partners, trustees, shareholders, stockholders, attorneys, parents, subsidiaries, equity sponsors, related companies/corporations and/or partnerships, divisions, assigns, predecessors, successors (including Fifth Third Bank, National Association, which is a wholly owned, indirect subsidiary of Fifth Third Bancorp.), insurers, joint venturers, joint employers, temporary staffing agencies, dual employers, co-employers, common law employers, contractors, service providers, alter-egos, any person and/or entity with potential or alleged to have joint liability

"Released PAGA Claims" means all claims for civil penalties under PAGA that were alleged, or could have been alleged, in the Operative Complaint and/or in the PAGA Notice, i.e., claims for failure to pay minimum wages, straight time compensation, overtime wages, contractual wages and compensation; failure to timely pay wages; failure to timely pay final wages and wages due upon separation; missed/short/late/interrupted meal period and/or rest period wages/premiums; failure to provide meal periods; failure to authorize and permit rest periods and/or recovery periods; failure to pay meal period and/or rest period premiums at the regular rate of pay; failure to pay sick leave at the regular rate of pay; reimbursement for all necessary business expenses; payment for all hours worked, including off-the-clock work; failure to furnish accurate itemized wage statements; unlawful failure to keep accurate payroll records; any violations of the California Labor Code or of the Wage Orders of the California Industrial Welfare Commission that could have been alleged in the Operative Complaint and/or PAGA Notice, i.e., Labor Code sections, 201, 202, 203, 204, 210, 221, 225.5, 226(a), 226.3, 226.7, 246, 510, 512(a), 558, 1174(d),1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2698, *et seq.*, and 2699 *et seq.*, 2800, 2802, and any violations of the Wage Orders of the California Industrial Welfare Commission that could have been alleged in the Operative Complaint and/or PAGA Notice based on the allegations made in the Operative Complaint and/or the PAGA Notice. The Released PAGA Claims are limited to the PAGA Period.

The enclosed check is valid for 180 calendar days from the original date of issuance and mailing, and if it is not cashed, deposited, or otherwise negotiated within the 180-day timeframe, it will be canceled, and the funds associated with the canceled check will be transmitted to the State Controller's Office Unclaimed Property Division in your name and in the amount of your Individual PAGA Payment.

**Do <u>not</u> call or write the Court, Office of the Clerk of the Court, Defendants, or Defendants' counsel, Plaintiff or Plaintiff's counsel to ask questions about the settlement or to ask tax-related questions.** If you have any such questions, you may contact [Administrator] at [toll-free phone number].

# EXHIBIT 4

Outlook

## Thank you for your Proposed Settlement Submission

**Desde** no-reply@formassembly.com <no-reply@formassembly.com>
**Fecha** Vie 13/11/2026 16:34
**Para** Lorena Bautista <lbautista@blackstonepc.com>

[External Email].

11/13/2026 01:33:38 PM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Proposed Settlement

On 11/13/2026 01:33:38 PM your Proposed Settlement was successfully processed for case number LWDA-CM-979672-23

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm

# EXHIBIT 5

- *Keath Fears, et al. v. Crown Technical Systems*, San Bernardino County Superior Court, Case No. CIVSB2423402, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Ana Valenzuela v. Handlery Hotels, Inc.*, San Diego County Superior Court, Case No. 24CU006128C, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Jorge Villalpando, et al. v. Best Deal Food Company*, Stanislaus County Superior Court, Case No. CV-23-005838, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Ignacio Duenas v. Belcan Engineering Group, LLC, et al.*, Los Angeles County Superior Court, Case No. 22STCV34198, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Edgar Corral v. Penn Elcom, Inc., et al.*, Orange County Superior Court, Case No. 30-2023-01363928-CU-OE-CXC, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Christopher Vandycke, et al. v. Pacific Coast Supply, LLC*, Alameda County Superior Court, Case No. 23CV027855, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Ariana Crisafulli, et al. v. Sonoma Media Investments, LLC*, Sonoma County Superior Court, Case No. 24CV05458, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Luke Leon v. BigHorn Golf Club dba BigHorn ClubHouse, et al.*, Riverside County Superior Court, Case No. CVRI2400375, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Luis A. Romero v. Thyssenkrupp Materials, LLC*, Los Angeles County Superior Court, Case No. 24STCV03007, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.

- *Jose Luis Ramirez, et al. v. TMI Automotive Products Inc., et al.*, Riverside County Superior Court, Case No. CVRI2304340, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Yrene Diaz, et al. v. Macadi Cleaning Corporation*, Los Angeles County Superior Court, Case No. 21STCV33823, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Ingrid Ruano v. Box Express Manufacturing*, Los Angeles County Superior Court, Case No. 23STCV17209, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Lakeysha Vaughn, et al. v. Den-Mat Holdings, LLC, et al.*, Santa Barbara County Superior Court, Case No. 24CV01042, approved as counsel in final settlement of wage and hour class action.
- *Carla Recinos Castillo, et al. v. Radiant Services Corp., et al.*, Los Angeles County Superior Court, Case No. 22STCV37683, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Eduardo Venegas v. Ionis Pharmaceuticals, Inc.*, Los Angeles County Superior Court, Case 24STCV12702, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Marissa Riemann v. Quantum Design, Inc., et al.*, San Diego County Superior Court, Case No. 24CU009870C, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Jossue Morentin, et al. v. Andros Engineering Corporation*, Kern County Superior Court, Case No. BCV-25-101034, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Urbano Zavala Lopez v. Food for Life*, Riverside County Superior Court, Case No. CVRI2305901, approved as counsel in final settlement of wage and hour class and PAGA action.

- *Demaris Masadas v. California Dinner Entertainment, LLC dba Pirate's Dinner Adventure*, Orange County Superior Court, Case No. 30-2023-01354556-CU-OE-CXC, approved as counsel, in association with other counsel, in settlement of representative wage and hour action pursuant to PAGA.
- *Laura Abarca v. Skirball Cultural Center*, Los Angeles County Superior Court, Case No. 24STCV07567, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Frank Breckenridge v. Pacific Material Handling Solutions, Inc.*, Alameda County Superior Court, Case No. 24CV070227, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Gina Harris v. Arhaus, LLC, et al.*, Los Angeles County Superior Court, Case No. 24STCV24656, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Debra McDonald v. LFCU Financial Services, LLC dba Logix Federal Credit Union, et al.*, Los Angeles County Superior Court, Case No. 24STCV16050, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Victoria Esquivel v. Hamlet Karapetian, DMD, Inc. dba Friendly Smiles Dental Group, et al.*, Santa Barbara County Superior Court, Case No. 24CV03582, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Gabriela Guerrero, et al. v. SAR California Holdco Inc. dba Sarku Japan*, Kern County Superior Court, Case No. BCV-23-104255, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Roman Ramirez Gallegos, et al. v. Dolex Dollar Express, Inc.*, Los Angeles County Superior Court, Case No. 23STCV21872, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Ismael Mercado, et al. v. Natural Alternatives International, Inc.*, San Diego County

Superior Court, Case No. 37-2023-00052115-CU-OE-CTL, approved as counsel in final settlement of wage and hour class and PAGA action.

- *Marcella Holmes, et al. v. Pacifica Hotel Company*, San Luis Obispo County Superior Court, Case No. 23CV-0681, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Daniel Pereira, et al. v. L.N. Curtis and Sons*, Alameda County Superior Court, Case No. 24CV101859, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Dillan Burghart, et al. v. Watermark Services, IV, LLC*, Alameda County Superior Court, Case No. 23CV035212, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Kasim Hakimi v. Catalent Pharma Solutions, LLC*, Alameda County Superior Court, Case No. 24CV087209, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Cesar Ibarra v. Leuen, Inc. dba The Original Pantry Café*, Los Angeles County Superior Court, Case No. 23STCV017182, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Sharon Baker v. OPARC*, Los Angeles County Superior Court, Case No. 24STCV11229, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Basilia Villa Magaña v. CJKANTRG PA, LLC*, Los Angeles County Superior Court, Case No. 23STCV25886, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Alexis Stuart-Drinnen v. DiCarlo's Italian Cafe, LLC, et al.*, San Bernardino County Superior Court, Case No. CIVSB2313579, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Monique Duong v. Boardwalk IG Management, LLC*, Orange County Superior

Court, Case No. 30-2023-01334565-CU-OE-CXC, approved as counsel in final settlement of wage and hour class action.

- *Peter J. Gutierrez v. Univar Solutions USA Inc., et al.*, Los Angeles County Superior Court, Case No. 23STCV26851, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Steve Robles v. Avery Products Corporation*, Orange County Superior Court, Case No. 30-2024-01390483-CU-OE-CXC, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Dianna Flores v. Capitol Distribution Company LLC dba Capitol Food Company*, Los Angeles County Superior Court, Case No. 24STCV20477, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Mark Trahan v. Celebrity Casinos, Inc. dba Crystal Casino*, Los Angeles County Superior Court, Case No. 25STCV30655, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Jamie Ramires, et al. v. Bright Star Schools*, Los Angeles Superior Court, Case No. 23STCV15490, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Alesia Williams v. Altamed Health Services Corp.*, Los Angeles Superior Court, Case No. 23STCV15413, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Jose Moreno v. Kern Regional Center*, Kern County Superior Court, Case No. BCV-24-103353, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Jonathan Cruz-Pulido v. Central Valley Meat Co., Inc., et al.*, Los Angeles County Superior Court, Case No. 24STCV13660, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Gregorio Pineda, et al. v. Orthopaedic Hospital dba Orthopaedic Institute for*

*Children and Luskin Orthopaedic Institute for Children, et al.*, Los Angeles County Superior Court, Case No. 24STCV01618, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.

- *John Price v. Fort Point Beer Company*, San Francisco County Superior Court, Case No. CGC-23-610592, approved as counsel in final settlement of wage and hour class and PAGA action.
- *David Jason Quiñones, et al. v. J-M Manufacturing Company Inc. dba JM Eagle*, Los Angeles County Superior Court, Case No. 23STCV16439, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Laila Droubi, et al. v. GSF Properties, Inc.*, Kern County Superior Court, Case No. BCV-24-100950, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Rowena Ray v. Sierra Central Credit Union*, Butte County Superior Court, Case No. 24CV02890, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Hamid Kondori, et al. v. Mission Imports, et al.*, Orange County Superior Court, Case No. 30-2022-01295280-CU-OE-CXC, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Johnny Rivas v. Buckingham Property Management*, Kings County Superior Court, Case No. 23CU0355, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Manuel Hernandez v. DHC PS Holdings LLC, et al.*, Alameda County Superior Court, Case No. 24CV079333, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Daniel He, et al. v. Bay Photo Lab Inc., et al.*, Los Angeles County Superior Court, Case No. 24STCV05682, approved as counsel in final settlement of wage and hour

class and PAGA action.

- *Leonard Moore v. Truepill, Inc.*, Alameda County Superior Court, Case No. 23CV047001, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Colton Ray v. Papé Machinery, Inc., et al.*, Humbolt County Superior Court, Case No. CV2402126, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Elba Garcia v. South Central Los Angeles Regional Center for Developmentally Disabled Persons, Inc.*, Los Angeles County Superior Court, Case No. 24STCV04382, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Miguel Avila v. Weber Metals, Inc.*, Los Angeles County Superior Court, Case No. 24STCV04071, approved as counsel in final settlement of wage and hour class action.
- *Hector Cornejo v. Renovo Solutions, LLC*, Los Angeles County Superior Court, Case No. 23STCV27376, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Juan Campos-Ledezma, et al. v. Institute for Environmental Health, Inc.*, Stanislaus County Superior Court, Case No. CV-23-006693, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Jeanne Boudreau v. Intelliswift Software, Inc.*, San Francisco County Superior Court, Case No. CGC-23-611128, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Daniel Munguia v. Moog Inc.*, Los Angeles County Superior Court, Case No. 24STCV11688, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Francisco Javier Sanchez, Jr. v. Jim Crawford Construction Company, Inc.*, Fresno

County Superior Court, Case No. 24CECG01421, approved as counsel in final settlement of wage and hour class action.

- *Jose Ramirez v. A.J. Kirkwood & Associates, Inc.*, San Diego County Superior Court, Case No. 24CU012580C, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Kirstie Deveaux, et al. v. Motorola Solutions, Inc.*, Santa Clara County Superior Court, Case No. 23CV427798, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Geri Gates, et al. v. SD & A Teleservices, Inc.*, Los Angeles County Superior Court, Case No. 23STCV29390, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Bryan Zuniga v. Inova Diagnostics, Inc., et al.*, San Diego County Superior Court, Case No. 37-2023-00055201-CU-OE-CTL, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Ivorya Geneve v. Mikuni Restaurant Group, Inc.*, Contra Costa County Superior Court, Case No. C23-02732, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Amira Fakira, et al. v. CSL Plasma, Inc.*, Alameda County Superior Court, Case No. 23CV057131, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Vadim Savin, et al. v. Fleetlogix Inc.*, San Diego County Superior Court, Case No. 37-2023-00051984-CU-OE-CTL, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Grace Weissmuller, et al. v. Astrix Technology, LLC*, Los Angeles County Superior Court, Case No. 21STCV45436, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Gabriel Perez, et al. v. Kimberlite Corporation, et al.*, Alameda County Superior

Court, Case No. 24CV073959, approved as counsel in final settlement of wage and hour class and PAGA action.

- *Armida Marquez v. The Nielsen Company (US), LLC*, Los Angeles County Superior Court, Case No. 23STCV06394, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Sergio Valdez v. Ampere Computing, LLC, et al.*, Santa Clara County Superior Court, Case No. 24CV438808, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Mario Mendoza v. Mingei International, Inc.*, San Diego County Superior Court, Case No. 37-2024-00015385-CU-OE-CTL, approved as counsel in final settlement of wage and hour class action.
- *Vivian Huynh v. Technical Safety Services, LLC*, Alameda County Superior Court, Case No. 23CV053505, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Connor Brown v. Bi-Rite Management Services LLC, et al.*, San Francisco County Superior Court, Case No. CGC-24-611385, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Joshua Gilmore v. Golden Bolt, LLC*, Los Angeles County Superior Court, Case No. 24STCV11281, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Tony Jones v. Saddle Creek Corporation dba Saddle Creek Logistics Services*, Orange County Superior Court Case No. 30-2024-01379065-CU-OE-CXC, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Armida Burton v. Mercury Mission Systems, LLC*, Los Angeles County Superior Court, Case No. 24STCV02628, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Triada Pallidou v. TJB Geary's, LLC dba Geary's Beverly Hills*, Los Angeles County

Superior Court, Case No. 24STCV15627, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.

- *Joey Ruiz, et al. v. Southern Tire Mart, LLC*, Los Angeles County Superior Court, Case No. 24STCV12037, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Salomon Garcia, et al. v. Atlas Freight Forwarding, Inc.*, San Diego County Superior Court, Case No. 37-2022-00039724-CU-OE-CTL, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Chardriana Jean v. Woodruff-Sawyer & Co.*, Alameda County Superior Court, Case No. 24CV102594, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Stephanie Leon v. Fulgent Therapeutics, LLC, et al.*, Los Angeles County Superior Court, Case No. 24STCV14168, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Emma Romero v. Charles Abbott Associates, Inc.*, San Bernardino County Superior Court, Case No. CIVSB2322374, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Karen Hartstein v. Hyatt Corporation*, Los Angeles County Superior Court, Case No. 20STCV15895, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Michael Casas, et al. v. Encorr Sheets, LLC*, San Bernardino County Superior Court, Case No. CIVSB2319925, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Quincy O'Neal v. Included Health, Inc., formerly known as Grand Rounds Health, Inc.*, San Francisco County Superior Court, Case No. CGC-23-608391, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Javario Datrail Luna v. A-Check America, Inc., et al.*, Riverside County Superior

Court, Case No. CVRI2306180, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.

- *Kevin Werner, et al. v. Greystar Management Services, LP, et al.*, Los Angeles County Superior Court, Case No. 23STCV08498, approved as counsel, in association with other counsel, in settlement of representative wage and hour action pursuant to PAGA.
- *Jully Mullings v. Antelope Ambulance Service*, Los Angeles County Superior Court, Case No. 23STCV30241, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Maria Martina Aleman v, Holding Hands OPCO LLC dba Holding Hands, Inc.*, Los Angeles County Superior Court, Case No. 24STCV25240, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Jesus Herrera v. Reeve Store Equipment Company*, Los Angeles County Superior Court, Case No. 22STCV04239, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Vanessa Vazquez v. Cliffs Resort LLC*, San Luis Obispo County Superior Court, Case No. 24CV-0025, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Javier Hernandez, Jr. v. DGDG 1, LLC, et al.*, Santa Clara County Superior Court, Case No. 23CV416770, approved as counsel, in association with other counsel, in settlement of representative wage and hour action pursuant to PAGA.
- *Juan Manuel Munoz v. MGA Entertainment, Inc.*, Los Angeles County Superior Court, Case No. 23STCV06386, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Mayra Campos Molina, et al. v. Harbor Hotels, LLC*, Los Angeles County Superior Court, Case No. 23STCV10683, approved as counsel in final settlement of wage and hour class and PAGA action.

- *William Sykes, IV, et al. v. Wente Bros.*, Alameda County Superior Court, Case No. 23CV048758, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Jose Padilla, et al. v. WEHO Hospitality Sunset, LLC*, Los Angeles County Superior Court, Case No. 23STCV01072, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Marvin Morales v. Skurka Aerospace, Inc.*, Los Angeles County Superior Court, Case No. 24STCV12893, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Tyler Krug, et al. v. EKC Enterprises, Inc.*, Kern County Superior Court, Case No. BCV-23-103975, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Joseph Amyot v. Silverthorn Resort, Inc.*, Shasta County Superior Court, Case No. 23CV-0203487, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Marissa Hartman v. Napa LP Hospitality Corporation*, Napa County Superior Court, Case No. 23CV00116, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Lesly Arreguin, et al. v. Intercare Therapy, Inc.*, Los Angeles County Superior Court, Case No. 23STCV27972, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Alma Lopez, et al. v. Advanced Manufacturing and Development, Inc.*, Mendocino County Superior, Case No. 23CV000673, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Brittni Aghedo, et al. v. Villa Esperanza Services*, Los Angeles County Superior Court, Case No. 23STCV27362, approved as counsel in final settlement of wage and hour class and PAGA action.

- *Robin Jennings v. Mizuho Orthopedic Systems, Inc. dba Mizuho OSI*, Alameda County Superior Court, Case No. 24CV070891, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Jonathan Martin v. Atlas Digital, LLC*, Los Angeles County Superior Court, Case No. 23STCV30498, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Cynthia Molt v. Los Angeles Film School, LLC*, Los Angeles County Superior Court, Case No. 23STCV30757, approved as counsel in final settlement of wage and hour class and PAGA action.
- *William Ramirez v. Employer Solutions Staffing Group LLC*, Los Angeles County Superior Court, Case No. 23STCV24735, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Anu Verma v. SingerLewak LLC*, Los Angeles County Superior Court, Case No. 24STCV11344, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Toby Lanzarin, et al. v. Building Material Distributors, Inc.*, Sacramento County Superior Court, Case No. 34-2022-00330343-CU-OE-GDS, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Kassandra Herndon, et al. v. Agreeya Solutions, Inc.*, San Joaquin County Superior Court, Case No. STK-CV-UOE-2023-0002783, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Damon Siler, et al. v. Call-The-Car dba Call the Car*, Los Angeles County Superior Court, Case No. 24STCV07514, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Daniel Ochoa-Lopez v. CorTech West Staffing, LLC, et al.*, Los Angeles County Superior Court, Case No. 23STCV19480, approved as counsel in settlement of representative wage and hour action pursuant to PAGA

- *Juan Escobedo v. Block Tops, Inc.*, Orange County Superior Court, Case No. 30-2023-01356309-CU-OE-CXC, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Antonio Quintero v. Weyerhaeuser NR Company*, Los Angeles County Superior Court, Case No. 23STCV02624, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Cristo Hernandez v. Eldorado National (California), Inc.*, Riverside County Superior Court, Case No. CVRI2201056, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Rigoberto Tecaliz v. National Restaurant Inc. dba Black Bear Diner*, San Diego County Superior Court, Case No. 37-2023-00046906-CU-OE-CTL, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Cecilia Estrada v. The Roman Catholic Archbishop of Los Angeles*, Los Angeles County Superior Court, Case No. 24STCV07184, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Alexander Davis v. JAJ Roofing dba Citadel Roofing and Solar*, Sacramento County Superior Court, Case No. 23CV011004, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Aurelio Aguilar v. Supreme Car Wash, Inc.*, Los Angeles County Superior Court, Case No. 21STCV29696, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Aaron Coffey v. Catalina Channel Express, Inc.*, Los Angeles County Superior Court, Case No. 21STCV41396, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Djuana Shanella Hale, et al. v. Welbe Health, LLC, et al.*, San Joaquin County Superior Court, Case No. STK-CV-UOE-2023-0006866, approved as counsel in final settlement of wage and hour class and PAGA action.

- *Mario Fosados v. Drew Chain Security Corp.*, Los Angeles County Superior Court, Case No. 24STCV00519, approved as counsel in in settlement of representative wage and hour action pursuant to PAGA.
- *Jose Manuel Amaro Bernal v. Joseph Holt Plastering, Inc.*, Los Angeles County Superior Court, Case No. 24STCV15637, approved as counsel in in settlement of representative wage and hour action pursuant to PAGA.
- *Brandon Geston v. FRTO LLC, et al.*, Fresno County Superior Court, Case No. 24CECG01292, approved as counsel in in settlement of representative wage and hour action pursuant to PAGA.
- *Alfonso Herrera v. W.L. Butler Construction, Inc., et al.*, Orange County Superior Court, Case No. 30-2023-01335445-CU-OE-CXC, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Marcos Ojendiz, et al. v. Jonathan Louis International*, Los Angeles County Superior Court, Case No. 21STCV35253, approved as counsel in in settlement of representative wage and hour action pursuant to PAGA.
- *Emmanuel Caldera v. Zeb's World Famous Boathouse Inc. dba Goat Hill Tavern*, Orange County Superior Court, Case No. 30-2023-01310801-CU-OE-CXC, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Alex Javier Nakamoto v. Skydio, Inc.*, Alameda County Superior Court, Case No. 24CV062913, approved as counsel in in settlement of representative wage and hour action pursuant to PAGA.
- *Jason McEntee v. Roche Molecular Systems, Inc.*, Alameda County Superior Court, Case No. 23CV041360, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Alexzander Roberts, et al. v. Lemonade Restaurant Group*, Los Angeles County Superior Court, Case No. 22STCV38302, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.

- *Halla Knotts v. Launch Technical Workforce Solutions, LLC*, San Bernardino County Superior Court, Case No. CIVSB2332568, approved as counsel, in association with other counsel, in settlement of representative wage and hour action pursuant to PAGA.
- *Armando Gastelum v. Premier Trailer Manufacturing, Inc.*, Tulare County Superior Court, Case No. VCU300333, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Tiffany Patterson v. Black Mountain Healthcare, LLC., d/b/a Seaport Home Health & Hospice*, San Diego County Superior Court, Case No. 37-2023-00037563-CU-OE-CTL, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Angel Rodriguez v. American Textile Maintenance*, Los Angeles County Superior Court, Case No. 22STCV17855, approved as counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Rita Ray v. Families Together of Orange County*, Orange County Superior Court, Case No. 30-2023-01324555-CU-OE-CXC, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Ly Hai v. Sunroad HS Auto, Inc.*, San Diego County Superior Court, Case No. 37-2022-00025788-CU-OE-CTL, approved as counsel, in association with other counsel, in settlement of representative wage and hour action pursuant to PAGA.
- *Anabel Perez v. Eureka Specialties, Inc.*, Los Angeles County Superior Court, Case No. 22STCV35940, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Jose Luis Galicia v. Virco, Inc., et al.*, Los Angeles County Superior Court, Case No. 23STCV29425, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Rene Umana v. Columbus Technologies*, Los Angeles County Superior Court, Case

No. 22STCV16432, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.

- *Sitara Nayabkhil v. San Francisco SPCA (dba SFSPCA), a California 501(c)(3) non-profit organization*, San Francisco County Superior Court, Case No. CGC-23-609950, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Fernando Solis v. Tuff Shed, Inc.*, Los Angeles County Superior Court, Case No. 24VECV00368, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Tyler Emery v. Santa Cruz Bicycles, LLC*, Santa Cruz Superior Court, Case No. 24CV00244, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Odalys Montejo v. Team Nissan LLC*, Ventura County Superior Court, Case No. 2023CUOE017853, approved as counsel in settlement of representative wage and hour action pursuant to PAGA
- *Vanessa Cortes v. Giti Tire (USA) LTD*, San Bernardino County Superior Court, Case No. CIVSB2332578, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Travis Sanford v. Santa Cruz Seaside Company*, Santa Cruz County Superior Court, Case No. 23CV01762, approved as counsel in final settlement of wage and hour class and PAGA action.
- *Jered Ortega v. YMCA of San Diego County*, San Diego County Superior Court, Case No. 37-2023-00043645-CU-OE-CTL, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Corina Martinez v. Stagnaro Bros. Seafood, Inc.*, Santa Cruz County Superior Court, Case No. 24CV00082, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.

- *Alejandra Jimenez v. ClearFreight, Inc.*, Los Angeles County Superior Court, Case No. 23STCV28938, approved as counsel, in association with other counsel, in settlement of representative wage and hour action pursuant to PAGA.
- *Jazzmin Cortez v. Millard Mall Services, Inc.*, Riverside County Superior Court, Case No. CVRI2104010, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Christa Morton, et al. v. PSI Services, LLC*, Fresno County Superior Court, Case No. 24CECG00039, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Michael Bravo v. Michels Pacific Energy, Inc.*, Santa Clara County Superior Court, Case No. 22CV403427, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Daniel Rodriguez v. Republique, LLC*, Los Angeles County Superior Court, Case No. 23STCV14521, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Theresa Bendorf, et al. v. Sea World LLC, et al.*, San Diego County Superior Court, Case No. 37-2021-00034922-CU-OE-CTL, approved as class counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Victor De La Cruz v. Northwest Pipe Company*, San Bernardino County Superior Court, Case No. CIVSB2211140, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Bobby Birdi v. Lucid USA, Inc.*, Alameda County Superior Court, Case No. 21CV003541, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Jose Trujillo, et al. v. Producers Dairy Foods, Inc.*, Sacramento County Superior Court, Case No. 34-2022-00313753, approved as counsel in settlement of

representative wage and hour action pursuant to PAGA.

- *David Williams v. Rancho Nicasio, LLC*, Marin County Superior Court, Case No. CIV2203067, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Alexander Jackson v. Lifecare Assurance Company*, Los Angeles County Superior Court, Case No. 23STCV26579, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Alexis Cardoza v. BHFC Operating LLC*, Los Angeles County Superior Court, Case No. 21STCV34040, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Maria Ayala, et al. v. SDH Services West, LLC*, Kern County Superior Court, Case No. BCV-21-101933, approved as class counsel in final settlement of wage and hour class action.
- *Alfredo Sanchez v. Greenworld, Inc.*, Riverside County Superior Court, Case No. CVRI2105756, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Oscar Bryant v. Midwest Construction Services, Inc. dba Trillium*, San Bernardino County Superior Court, Case No. CIVSB2121529, approved as class counsel in final settlement of wage and hour class action.
- *Matthew Savattieri v. AMI Expeditionary Healthcare, LLC, et al.*, Los Angeles County Superior Court, Case No. 21STCV33372, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Lexy Barajas, et al. v. H. W. Hunter, Inc.*, Los Angeles County Superior Court, Case No. 22STCV01892, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Alejandro Valdez v. C.H.I. Automart, Inc.*, Los Angeles County Superior Court, Case No. 21STCV40168, approved as class counsel in final settlement of wage and hour

class and PAGA action.

- *Sheizan Bawa v. Meathead Movers, Inc.*, Orange County Superior Court, Case No. 30-2021-01211895-CU-OE-CXC, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Tanisha Lopez, et al. v. Restorix Health, Inc.*, Los Angeles County Superior Court, Case No. 21STCV33067, approved as class counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Perla Soto, et al. v. Nippon Express U.S.A., Inc.*, Los Angeles County Superior Court, Case No. 21STCV24902, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Angel Garcia, et al. v. J&B Investments, Inc., et al.,* San Bernardino County Superior Court, Case No. CIVSB2208601, approved as class counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Sindy Aviles, et al. v. Freeway Insurance Services America, LLC*, Los Angeles County Superior Court, Case No. 21STCV34864, approved as counsel, in association with other counsel, in settlement of representative wage and hour action pursuant to PAGA.
- *Alexander Gnaedig, et al. v. Favorite Healthcare Staffing, Inc.,* Los Angeles County Superior Court, Case No. 21STCV20904, approved as class counsel, in association with other counsel, in final settlement of wage and hour class and PAGA action.
- *Richard Evans v. My Paint Stop, LLC, et al.,* Contra Costa County Superior Court, Case No. MSC21-01812, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Jose Luis Parada George v. Main Electric Supply Company, LLC, et al.,* Orange County Superior Court, Case No. 30-2021-01220136-CU-OE-CXC, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.
- *Samia Salazar Yunis v. Sharif Jewelers,* Sacramento County Superior Court, Case

No. 34-2020-00290080, approved as class counsel in final settlement of wage and hour class and PAGA action.

- *Daniel Analco v. Felix Chevrolet, LP, et al.*, Los Angeles County Superior Court, Case No. 21STCV36654, approved as class counsel in final settlement of wage and hour class and PAGA action.
- *Sasha Aiono v. Benefit Cosmetics,* Los Angeles County Superior Court, Case No. 21STCV33719, approved as counsel in settlement of representative wage and hour action pursuant to PAGA.

# EXHIBIT 6

| Exhibit | Date | Type of Expense | Description of Expense | Amount |
|---|---|---|---|---|
| | | | *Olivarez v. Comerica Management Co Inc* | |
| A | 6/15/2023 | Mailing | Welcome Pkg | $1.50 |
| B | 7/13/2023 | Mailing | Records Request to Comerica Management Co Inc | $8.53 |
| C | 7/13/2023 | Mailing | Records Request to Comerica Management Co Inc Agent for Service | $8.53 |
| D | 9/5/2023 | Filing | PAGA Letter Submission to the LWDA | $75.00 |
| E | 9/6/2023 | Mailing | PAGA Letter to Comerica Management Co, Inc. Agent for Service | $8.53 |
| F | 9/6/2023 | Mailing | PAGA Letter to Comerica Management Co, Inc. | $8.53 |
| G | 4/12/2024 | Filing | Steno: Complaint Packet | $647.20 |
| H | 4/19/2024 | Filing | Steno: Application for Complex Designation; Dec of AS ISO; [Proposed] Order | $140.95 |
| I | 4/24/2024 | Filing | Steno: Personal Service | $193.95 |
| J | 8/25/2024 | Other | BDC's flight to LAS to attend Hearing re MTC | $328.96 |
| K | 8/25/2024 | Other | BDC's Hotel expense for the night of 8/27/24, re MTC hearing on 8/28/24 | $345.17 |
| L | 8/25/2024 | Other | BDC's flight to San Francisco re Hearing MTC | $113.98 |
| M | 8/26/2024 | Other | Client's Flight from Los Angeles to San Francisco re MTC Hearing | $120.47 |
| N | 8/26/2024 | Other | Client's flight from San Francisco to Los Angeles re MTC hearing | $163.47 |
| O | 8/28/2024 | Other | Cab ride for client from client's house to LAX re MTCA hearing | $33.66 |
| P | 8/28/2024 | Other | Lyft ride for client from SFO to courthouse re MTCA | $57.28 |
| Q | 8/28/2024 | Other | Lyft ride for client in SF to SFO re MTCA | $53.63 |
| R | 8/28/2024 | Other | Lyft ride for client from LAX to home re MTCA | $38.83 |
| S | 8/29/2024 | Filing | Steno: Opposition to Remote Proceeding; Exhibit List; Witness List | $99.95 |
| T | 9/3/2024 | Filing | FileandServeXpress: Plaintiff's Opposition to D's MTCA | $89.10 |
| U | 9/9/2024 | Other | First Legal Depositions | $1,653.80 |
| V | 9/9/2024 | Filing | Steno - [Proposed] Order Denying D's Motion to Compel Arb [REJECTED] | $99.95 |
| W | 9/11/2024 | Filing | Steno: Proof of Service | $59.95 |
| X | 10/4/2024 | Filing | AAA Demand for Arbitration Filing Cost | $350.00 |
| Y | 1/21/2025 | Mediation | Payment to Signature Resolution, LLC | $12,941.25 |
| Z | 12/4/2025 | Expert Fee | Payment to Berger Consulting Group | $7,457.50 |
| AA | 8/21/2026 | Mailig | Mailing of Amended PAGA Notice to Defendant Comerica Management Co Inc. | $10.98 |
| BB | 8/21/2026 | Mailing | Mailing of Amended PAGA Notice to Defendant Fifth Bank NA | $10.98 |
| CC | 9/23/2026 | Filing | FileandServeXpress: Joint Case Management Statement | $60.81 |
| DD | 11/6/2026 | Filing | FileandServeXpress: Joint Stip to Amend Complaint | $145.14 |
| | 11/10/2026 | Filing | FileandServeXpress: First Amended Complaint | |
| EE | 11/10/2026 | Expert Fee | Payment to Berger Consulting Group | $1,250.00 |
| | | | TOTAL: | $26,577.58 |

# EXHIBIT 7

A

1

**$1.50** US POSTAGE
2 OZ FIRST-CLASS MAIL FLATS RATE
RETAIL

062S0001443180
9333582
FROM 90211

stamps endicia
06/09/2023

# USPS FIRST CLASS MAIL®

Blackstone Law APC
8383 Wilshire Blvd Ste 745
Beverly Hills CA 90211-2442

**SHIP TO:**

Blanca E Olivarez
2028 14th St Apt L
Santa Monica CA 90405-1631

Blackstone Law APC
8383 Wilshire Blvd Ste 745
Beverly Hills CA 90211-2442

**CERTIFIED MAIL®**

9589 0710 5270 0622 4134 90

$8
US POS
FIRST-C
FROM
07/1
stam
enc

Comerica Management Co, Inc
411 W Lafayette Blvd, MC 6408
DETROIT MI 48226-3120

9589 0710 5270 0622 4134 90

**U.S. Postal Service™**
**CERTIFIED MAIL® RECEIPT**
*Domestic Mail Only*

For delivery information, visit our website at *www.usps.com®*.

OFFICIAL USE

Certified Mail Fee
$

Extra Services & Fees *(check box, add fee as appropriate)*
- ☐ Return Receipt (hardcopy) $
- ☐ Return Receipt (electronic) $
- ☐ Certified Mail Restricted Delivery $
- ☐ Adult Signature Required $
- ☐ Adult Signature Restricted Delivery $

Postage
$

**Total Postage and Fees**
$ 8.53

Postmark Here

Re: B. olivarez

RR

Sent To

Street and Apt. No., or PO Box No.
same as envelope

City, State, ZIP+4®

**PS Form 3800, January 2023** PSN 7530-02-000-9047 **See Reverse for Instructions**

**SENDER: *COMPLETE THIS SECTION***

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:
Comerica management co, inc
411 W lafayette Blvd, MC 3391
Detroit, MI 48226

9590 9402 7953 2305 9349 12

2. Article Number *(Transfer from service label)*
9589 0710 5270 0622 4134 90

**PS Form 3811, July 2020** PSN 7530-02-000-9053 Domestic Return Rec

***COMPLETE THIS SECTION ON DELIVERY***

A. Signature
X ☐ Agen ☐ Addr

B. Received by *(Printed Name)* C. Date of De

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ● Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Insured Mail Restricted Delivery over $500)
- ☐ Priority Mail Expres
- ☐ Registered Mail™
- ☐ Registered Mail Re Delivery
- ● Signature Confirma
- ☐ Signature Confirma Restricted Delivery

B

Blackstone Law APC
8383 Wilshire Blvd Ste 745
Beverly Hills CA 90211-2442

CERTIFIED MAIL®

9589 0710 5270 0622 4143 36

$8
US POS
FIRST-C
FROM
07/1
stam
end

Comerica Management Co, Inc.
Attn: Corporate Creations Network Inc.
5901 W Century Blvd
LOS ANGELES CA 90045-5411

9589 0710 5270 0622 4143 36

**U.S. Postal Service™**
**CERTIFIED MAIL® RECEIPT**
*Domestic Mail Only*

For delivery information, visit our website at *www.usps.com®*.

OFFICIAL USE

Certified Mail Fee
$

Extra Services & Fees *(check box, add fee as appropriate)*
- ☐ Return Receipt (hardcopy) $ ____
- ☐ Return Receipt (electronic) $ ____
- ☐ Certified Mail Restricted Delivery $ ____
- ☐ Adult Signature Required $ ____
- ☐ Adult Signature Restricted Delivery $ ____

Postage
$

Total Postage and Fees
$ 8.53

Postmark Here

Re: B. Olivarez

RR

Sent To

Street and Apt. No., or PO Box No.
same as envelope

City, State, ZIP+4®

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

**SENDER: *COMPLETE THIS SECTION***

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:
Comerica management co, inc
Attn: corporate creations network, inc
5901 W Century Blvd
los Angeles, CA 90045

9590 9402 7953 2305 9349 29

2. Article Number *(Transfer from service label)*

***COMPLETE THIS SECTION ON DELIVERY***

A. Signature
X ☐ Agent ☐ Addres

B. Received by *(Printed Name)* C. Date of Deli

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ■ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restr Delivery
- ● Signature Confirmatio
- ☐ Signature Confirmatio Restricted Delivery

**D**

**From:** noreply@salesforce.com on behalf of LWDA DO NOT REPLY
**To:** Stephany Sinaguinan
**Subject:** State of California - Department of Industrial Relations Customer Receipt / Purchase Confirmation
**Date:** Tuesday, September 5, 2023 12:52:26 PM

---

[External Email].

Thank you for your payment.

Order Information
Merchant: State of California - Department of Industrial Relations

Case Number: LWDA-CM-979672-23
Order Number: ORD-000250181
Total:$75.00
Card Type: Visa
Date: 9/5/2023

_____

Billing Information
Name: Jonathan Genish
Email: ssina@blackstonepc.com
Billing Address:
1455 S Castello Ave
Los Angeles, California
90035

Blackstone Law APC
8383 Wilshire Blvd Ste 745
Beverly Hills CA 90211-2442

9589 0710 5270 0879 9817 28

$8.53⁰ US POSTAGE FIRST-CLASS FROM 90211 09/05/2023 stamps endicia

0625001495041 2

Comerica Management Co, Inc.
Attn: Corporate Creations Network, Inc.
5901 W Century Blvd
LOS ANGELES CA 90045-5405

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Comerica Management Co Inc.
Attn Corporate Creations Network Inc
Agent for Service of Process
5901 W. Century Blvd.
Los Angeles, CA 90045-5405

9590 9402 8386 3156 9533 75

2. Article Number *(Transfer from service label)*

9589 0710 5270 0879 9817 28

PS Form 3811, July 2020 PSN 7530-02-000-9053

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature

X ☐ Agent ☐ Addressee

B. Received by *(Printed Name)* | C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☑ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☑ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

9589 0710 5270 0879 9817 28

**U.S. Postal Service™**
**CERTIFIED MAIL® RECEIPT**
*Domestic Mail Only*

For delivery information, visit our website at *www.usps.com®*.

OFFICIAL USE

Certified Mail Fee
$

Extra Services & Fees *(check box, add fee as appropriate)*
- ☐ Return Receipt (hardcopy) $
- ☐ Return Receipt (electronic) $
- ☐ Certified Mail Restricted Delivery $
- ☐ Adult Signature Required $
- ☐ Adult Signature Restricted Delivery $

Postage
$

Total Postage and Fees
$ 8.53

Postmark Here

B. Olivarez
PAGA

Sent To

Street and Apt. No., or PO Box No.
Same as enclose

City, State, ZIP+4®

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

W

Blackstone Law APC
8383 Wilshire Blvd Ste 745
Beverly Hills CA 90211-2442

9589 0710 5270 0879 9816 67

$8.53⁰
US POSTAGE
FIRST-CLASS
FROM 90211
09/05/2023
stamps
endicia
062S0001443236

Comerica Management Co, Inc.
Attn: Cheryl Sudney, Agent for Service of Process
411 W Lafayette Blvd
DETROIT MI 48226-3120

**SENDER: *COMPLETE THIS SECTION***

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:
Comerica Management Co Inc
Attn: Cheryl Sudney
Agent for Service of Process
411 W. Lafayette Blvd
Detroit, MI 48226-3120

9590 9402 8386 3156 9533 68

2. Article Number *(Transfer from service label)*
9589 0710 5270 0879 9816 67

PS Form 3811, July 2020 PSN 7530-02-000-9053

***COMPLETE THIS SECTION ON DELIVERY***

A. Signature
X ☐ Agent ☐ Addressee

B. Received by *(Printed Name)* C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☑ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Insured Mail
☐ ail Restricted Delivery
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☑ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

9589 0710 5270 0879 9816 67

**U.S. Postal Service™**
**CERTIFIED MAIL® RECEIPT**
***Domestic Mail Only***

For delivery information, visit our website at *www.usps.com®*.

OFFICIAL USE

Certified Mail Fee
$

Extra Services & Fees *(check box, add fee as appropriate)*
☐ Return Receipt (hardcopy) $
☐ Return Receipt (electronic) $
☐ Certified Mail Restricted Delivery $
☐ Adult Signature Required $
☐ Adult Signature Restricted Delivery $

Postage
$

Total Postage and Fees
$ 8.53

Postmark Here

B. Olivarez
PAGA

Sent To

Street and Apt. No., or PO Box No.
Same as envelope

City, State, ZIP+4®

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

L

G

Steno
PO BOX 22637
Pasadena, CA 91185-2637
(888) 707-8366

# Invoice 950189

## Concierge E-Filing - SUMMONS & COMPLAINT PACKET; (Apr 12, 2024)

### Bill to

ATTN: Jonathan Genish
BLACKSTONE LAW, APC
8383 Wilshire Boulevard
Suite 745
Beverly Hills, CA 90211

### Bill from

Steno Agency, Inc.
PO BOX 22637
Pasadena, CA 91185-2637
(888) 707-8366

**Case name:** OLIVAREZ, v COMERICA MANAGEMENT CO, INC., (PAGA)
**Case number:** CGC-24-613901
**Job Id:** 949579

**Invoice date:** 4/12/2024
**Terms:** DelayPay*
**Status:** OPEN

| Item | Description | Amount | Quantity | Total |
|---|---|---|---|---|
| Legal Support Services (Concierge E-Filing) | | $647.20 | 1 | $647.20 |
| | | | Total | $647.20 |
| | | | Payments | $0.00 |
| | | | Amount remaining due | $647.20 |

*This case is set for deferred payment. Payment is due promptly after case resolves, per your Services Agreement.

BLANCA OLIVAREZ

Documents: SUMMONS & COMPLAINT; CCCS; Completed on 4/12/2024

We really appreciate your business and we hope you were satisfied with our service. If not, please let us know so that we can improve by calling us at **(888) 707-8366** or emailing us at **ar@steno.com**.

## Payment instructions

Need our W9? Please visit **https://steno.com/w9**
Pay online: **https://steno.com/pay/cbsodlqq**

Please make checks payable to Steno.

H

Steno
PO BOX 22637
Pasadena, CA 91185-2637
(888) 707-8366

# Invoice 960075

## Concierge E-Filing - APPLICATION FOR COMPLEX LITIGATION DESIGNATION; DECLARATION IN SUPPORT; PROPOSED ORDER. (Apr 18, 2024)

### Bill to

ATTN: Barbara DuVan-Clarke
BLACKSTONE LAW, APC
8383 Wilshire Boulevard
Suite 745
Beverly Hills, CA 90211

### Bill from

Steno Agency, Inc.
PO BOX 22637
Pasadena, CA 91185-2637
(888) 707-8366

**Case name:** OLIVAREZ, v COMERICA MANAGEMENT CO, INC., (PAGA)
**Case number:** CGC-24-613901
**Job Id:** 958198

**Invoice date:** 4/19/2024
**Terms:** DelayPay*
**Status:** OPEN

| Item | Description | Amount | Quantity | Total |
|---|---|---|---|---|
| Legal Support Services (Concierge E-Filing) | | $140.95 | 1 | $140.95 |
| | | | Total | $140.95 |
| | | | Payments | $0.00 |
| | | | Amount remaining due | $140.95 |

*This case is set for deferred payment. Payment is due promptly after case resolves, per your Services Agreement.

BLANCA OLIVAREZ

Documents: Application for Complex Designation; Dec of AS ISO; [Proposed] Order Granting; Completed on 4/19/2024

We really appreciate your business and we hope you were satisfied with our service. If not, please let us know so that we can improve by calling us at **(888) 707-8366** or emailing us at **ar@steno.com**.

## Payment instructions

Need our W9? Please visit **https://steno.com/w9**
Pay online: **https://steno.com/pay/j4zun754**

Please make checks payable to Steno.

Steno
PO BOX 22637
Pasadena, CA 91185-2637
(888) 707-8366

# Invoice 967136

## File & Serve - SOP: COMERICA MANAGEMENT CO, INC., a Michigan corporation (Apr 19, 2024)

### Bill to

ATTN: Jhessica Tor
BLACKSTONE LAW, APC
8383 Wilshire Boulevard
Suite 745
Beverly Hills, CA 90211

### Bill from

Steno Agency, Inc.
PO BOX 22637
Pasadena, CA 91185-2637
(888) 707-8366

**Case name:** OLIVAREZ, v COMERICA MANAGEMENT CO, INC., (PAGA)
**Case number:** CGC-24-613901
**Job Id:** 959111
**Ordered by:** Jonathan Genish - BLACKSTONE LAW, APC

**Invoice date:** 4/24/2024
**Terms:** DelayPay*
**Status:** OPEN

| Item | Description | Amount | Quantity | Total |
|---|---|---|---|---|
| Legal Support Services (File & Serve) | | $193.95 | 1 | $193.95 |
| | | | Total | $193.95 |
| | | | Payments | $0.00 |
| | | | Amount remaining due | $193.95 |

*This case is set for deferred payment. Payment is due promptly after case resolves, per your Services Agreement.

BLANCA OLIVAREZ

SUMMARY Servee: COMERICA MANAGEMENT CO, INC., a Michigan corporation Address: 7801 Folsom Blvd Ste 202, Sacramento, CA 95826-2620 Result: Personally Served Completed on 4/19/2024 at 3:20 PM

We really appreciate your business and we hope you were satisfied with our service. If not, please let us know so that we can improve by calling us at **(888) 707-8366** or emailing us at **ar@steno.com**.

## Payment instructions

Need our W9? Please visit **https://steno.com/w9**
Pay online: **https://steno.com/pay/jcl5nmwy**

Please make checks payable to Steno.

J

# Barbara Duvanclarke's 08/29 Las Vegas trip (4Q3UKY): Your change is confirmed.

From: Southwest Airlines (southwestairlines@ifly.southwest.com)

To: bpduvan@aol.com

Date: Sunday, August 25, 2024 at 11:51 AM PDT

Here's your updated itinerary and trip receipt.
View in web browser | View our mobile site

Southwest

Manage Flight | Flight Status | My Account

## Travel notice

**REAL ID Requirement:** Do you have a REAL ID? Beginning May 7, 2025, you will need a state-issued REAL ID compliant license or identification card, or another acceptable form of ID (such as a U.S. Passport), to fly within the United States. Visit www.tsa.gov for a list of acceptable forms of ID and additional information regarding REAL ID requirement.

## Hi Barbara,

We've confirmed the change to your trip. Below you'll find your updated itinerary, important travel information, and trip receipt. See you onboard soon

AUGUST 29

# OAK → LAS

Oakland to Las Vegas

Confirmation # **4Q3UKY**

Confirmation date: 08/25/2024

| | |
|---|---|
| **PASSENGER** | **Barbara Duvanclarke** |
| RAPID REWARDS # | 392443026 |
| TICKET # | 5262553692834 |
| EST. POINTS EARNED | 1,669 |

Rapid Rewards® points are only estimations. Cash + Points bookings will not earn Rapid Rewards points, tier qualifying points for A-List or A-List preferred status or Companion Pass qualifying points.

## Your itinerary

**Flight 1:** Thursday, 08/29/2024 Est. Travel Time: **1h 30m** Wanna Get Away®

| FLIGHT # 4549 | DEPARTS | ARRIVES |
|---|---|---|
| | OAK 08:25AM<br>Oakland | LAS 09:55AM<br>Las Vegas |

Flight 2: Monday, 09/02/2024 Est. Travel Time: 1h 25m Wanna Get Away®

| FLIGHT # 1311 | DEPARTS | ARRIVES |
|---|---|---|
| | LAS 01:20PM<br>Las Vegas | LAX 02:45PM<br>Los Angeles |

# Payment information

Total cost

**Air - 4Q3UKY**

| | | |
|---|---|---|
| Base Fare | $ | 277.92 |
| U.S. Transportation Tax | $ | 20.84 |
| U.S. Passenger Facility Chg | $ | 9.00 |
| U.S. Flight Segment Tax | $ | 10.00 |
| U.S. 9/11 Security Fee | $ | 11.20 |
| **Total** | **$** | **328.96** |

Payment

August 25, 2024
**Payment Amount** **$114.00**
**Gift Card**

March 25, 2024
Credit from ticket #5262272737194 to **#5262553692834**

**EarlyBird Check-In**

The EarlyBird Check-In® was paid in full at the time of your original booking, and has been applied to this change. No further action is required.

**Fare rules:** If you decide to make a change to your current itinerary it may result in a fare increase.

Your ticket number : 5262553692834

# All your perks, all in one place. (Plus a few reminders.)

**Wanna Get Away® fare:** Your two bags fly free®, no change or cancel fees, 6X Rapid Rewards® points, and free same-day standby (taxes and fees may apply but refunds will be provided). Learn more.

Make sure you know when to arrive at your airport. Times vary by city.

If your plans change, cancel your reservation at least 10 minutes before the original scheduled departure time of your flight to receive a flight credit. If you don't cancel your reservation in time, your funds will be forfeited.

# Prepare for takeoff

## Use our app to make changes to your trip, get a boarding pass, & more.

Download app now | Download app now

**Earn up to 2,400 Rapid Rewards® points.**

Plus save up to 30% off base rates with Budget®.

Budget®

**Book car >**

### Earn up to 10,000 Rapid Rewards® points per night

Choose a hotel in Las Vegas.

### Have questions about your upcoming trip?

Get all the answers before you leave for the airport.

**Book hotel >**

**Prepare now >**

**Book hotel** > | **Book car** > | **View all offers** >

Help Center | Update preferences | Download mobile app

5262553692834: NONREF/NONTRANSFERABLE -BG WN OAK WN LAS162.68WN LAX115.24USD277.92END ZP OAK3.45 XF OAK4.5 PD XF LAS4.5 ZP LAS5.00OAK1.55

PLN3P2H|GLM3W2H

**If you do not plan to travel on your flight:** In accordance with Southwest's No-Show Policy, if you are not planning to travel on any portion of this itinerary, please cancel your reservation at least 10 minutes prior to the scheduled departure time of your flight. Any Customer who fails to cancel reservations for a Wanna Get Away® or Wanna Get Away Plus™ fare segment at least ten (10) minutes prior to the scheduled departure time and who does not board the flight will be considered a no-show, and all remaining unused Wanna Get Away or Wanna Get Away Plus funds will be forfeited. All remaining unused Business Select® or Anytime funds will be converted to a flight credit. If you no-show for your reward travel reservation, the points will be redeposited to the purchaser's Rapid Rewards® account. Any taxes and fees associated with your reward travel reservation will be held for future use in the form of a flight credit. **Starting July 1, 2023 (12:00 a.m. CT),** for

Wanna Get Away® or Wanna Get Away Plus™ reward travel reservations (booked with points): If you do not cancel your reservation at least 10 minutes before the flight's original scheduled departure time, any points used for booking will be forfeited, along with any taxes and fees associated with your reward travel reservation. For Anytime or Business Select® reward travel reservations: the points used for booking will be redeposited to the purchaser's Rapid Rewards® account, and any taxes and fees associated with the reward travel reservation will be converted into a Transferable Flight Credit™ for future use.

**Prohibition on Multiple/Conflicting Reservations:** to promote seat availability for our Customers, Southwest® prohibits multiple reservations for the same Passenger departing from the same city on the same date, or any multiple reservations containing conflicting or overlapping itineraries (such as departures for the same Customer from multiple cities at the same time). Furthermore, without advance notice to the Passenger or purchaser, Southwest may cancel such reservations, or any other reservations that it believes, in its sole discretion, were made without intent to travel. With the exception of Southwest gift cards, funds from proactively canceled reservations by Southwest will be returned to the original form of payment. Reservations paid for with a Southwest gift card will have the amount applied from the gift card held as a flight credit for use by the Customer on a future Southwest Airlines® flight.

If you have purchased a refundable fare and choose not to travel, you must request your refund to the original payment for within 1 year of ticket issuance.

This is a post-only mailing from Southwest Airlines®. Please do not attempt to respond to this message. Your privacy is important to us. Please read our privacy policy.

See Southwest Airlines Co. Notice of Incorporation

Cualquier información publicitaria, promocional o de mercadotecnia contenida en este correo electrónico sólo será efectiva y únicamente será aplicable en los Estados Unidos de América.

Southwest Airlines
2702 Love Field Drive
Dallas, TX 75235
1-800-I-FLY-SWA (1-800-435-9792)

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K

**From:** Booking.com
**To:** Barbara DuVan-Clarke
**Subject:** This is your receipt
**Date:** Sunday, August 25, 2024 11:41:25 AM
**Attachments:** ATT00001.png
ATT00002.png

[External Email].

Booking.com

# This is your receipt

## Your details

Name

Barbara DuVan-Clarke

Email

bdc@blackstonepc.com

Date

Aug 25, 2024

## Booking details

Booking number

4379708753

Property name

citizenM San Francisco Union Square

Property address

72 Ellis Street
San Francisco, United States of America
CA 94102

Check-in

Tuesday, August 27, 2024

Check-out

Thursday, August 29, 2024

**Amount paid on Aug 25, 2024**

**US$345.17**

Your receipt is automatically generated

This is proof of your transaction – you can't use it to claim VAT.
Note: This isn't an invoice
A valid invoice for tax purposes can only be issued by the property


## Booking.com

Oosterdokskade 163
1011 DL Amsterdam
The Netherlands

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When communicating with your booked accommodations through Booking.com, you're agreeing to the processing of the communications as set out in our Privacy Policy.

L

You're going to San Francisco on 08/27 (3JA6YD)!

From: Southwest Airlines (southwestairlines@ifly.southwest.com)

To: bpduvan@aol.com

Date: Sunday, August 25, 2024 at 11:30 AM PDT

Here's your itinerary & receipt. See ya soon!
View in web browser | View our mobile site

Southwest

Manage Flight | Flight Status | My Account

## Travel notice

**REAL ID Requirement:** Do you have a REAL ID? Beginning May 7, 2025, you will need a state-issued REAL ID compliant license or identification card, or another acceptable form of ID (such as a U.S. Passport), to fly within the United States. Visit www.tsa.gov for a list of acceptable forms of ID and additional information regarding REAL ID requirement.



## Hi Barbara,

We're looking forward to flying together! It can't come soon enough. Below you'll find your itinerary, important travel information, and trip receipt. See you onboard soon!

AUGUST 27

# LAX → SFO

Los Angeles to San Francisco

Confirmation # **3JA6YD**

Confirmation date: 08/25/2024

| | |
|---|---|
| **PASSENGER** | **Barbara Duvanclarke** |
| RAPID REWARDS # | 392443026 |
| TICKET # | 5262553687051 |
| EST. POINTS EARNED | 469 |

Rapid Rewards® points are only estimations. Cash + Points bookings will not earn Rapid Rewards points, tier qualifying points for A-List or A-List preferred status or Companion Pass qualifying points.

# Your itinerary

**Flight:** Tuesday, 08/27/2024 Est. Travel Time: **1h 25m** Wanna Get Away®

| FLIGHT # 1167 | DEPARTS | | ARRIVES | |
|---|---|---|---|---|
| | LAX 05:30PM | | SFO 06:55PM | |
| | Los Angeles | | San Francisco | |

# Payment information

## Total cost

**Air - 3JA6YD**

| | | |
|---|---|---|
| Base Fare | $ | 78.03 |
| U.S. Transportation Tax | $ | 5.85 |
| U.S. 9/11 Security Fee | $ | 5.60 |
| U.S. Flight Segment Tax | $ | 5.00 |
| U.S. Passenger Facility Chg | $ | 4.50 |
| EarlyBird | $ | 15.00 |
| **Total** | **$** | **113.98** |

## Payment

August 25, 2024
**Payment Amount** **$98.98**
**Gift Card**

August 25, 2024
**Payment Amount** **$15.00**
Visa ending in **9934**

**Fare rules:** If you decide to make a change to your current itinerary it may result in a fare increase.

Your ticket number : 5262553687051

# All your perks, all in one place. (Plus a few reminders.)

**Wanna Get Away® fare:** Your two bags fly free®, no change or cancel fees, 6X Rapid Rewards® points, and free same-day standby (taxes and fees may apply but refunds will be provided). Learn more.

Make sure you know when to arrive at your airport. Times vary by city.

If your plans change, cancel your reservation at least 10 minutes before the original scheduled departure time of your flight to receive a flight credit. If you don't cancel your reservation in time, your funds will be forfeited.

# Prepare for takeoff

Use our app to make changes to your trip, get a boarding pass, & more.

Download app now  Download app now



**Earn up to 2,400 Rapid Rewards® points.**

Plus save up to 30% off base rates with Budget®.

Budget®

Book car >



## Earn up to 10,000 Rapid Rewards® points per night

Choose a hotel in San Francisco.



## Have questions about your upcoming trip?

Get all the answers before you leave for the airport.

Book hotel >

Prepare now >

 Book hotel >

 Book car >

 View all offers >



Help Center | Update preferences | Download mobile app


5262553687051: NONREF/NONTRANSFERABLE -BG WN LAX WN SFO78.03USD78.03END ZP LAX5.00 XF LAX4.5

FLM0W2H

**If you do not plan to travel on your flight:** In accordance with Southwest's No-Show Policy, if you are not planning to travel on any portion of this itinerary, please cancel your reservation at least 10 minutes prior to the scheduled departure time of your flight. Any Customer who fails to cancel reservations for a Wanna Get Away® or Wanna Get Away Plus™ fare segment at least ten (10) minutes prior to the scheduled departure time and who does not board the flight will be considered a no-show, and all remaining unused Wanna Get Away or Wanna Get Away Plus funds will be forfeited. All remaining unused Business Select® or Anytime funds will be converted to a flight credit. If you no-show for your reward travel reservation, the points will be redeposited to the purchaser's Rapid Rewards® account. Any taxes and fees associated with your reward travel reservation will be held for future use in the form of a flight credit. **Starting July 1, 2023 (12:00 a.m. CT),** for Wanna Get Away® or Wanna Get Away Plus™ reward travel reservations (booked with points): If you do not cancel your reservation at least 10 minutes before the flight's original scheduled departure time, any points used for booking will be forfeited, along with any taxes and fees associated with your reward travel reservation. For Anytime or Business Select® reward travel reservations: the points used for booking will be redeposited to the purchaser's Rapid Rewards® account, and any taxes and fees associated with the reward travel reservation will be converted into a Transferable Flight Credit™ for future use.

**Prohibition on Multiple/Conflicting Reservations:** to promote seat availability for our Customers, Southwest® prohibits multiple reservations for the same Passenger departing from the same city on the same date, or any multiple reservations containing conflicting or overlapping itineraries (such as departures for the same Customer from multiple cities at the same time). Furthermore, without advance notice to the Passenger or purchaser, Southwest may cancel such reservations, or any other reservations that it believes, in its sole discretion, were made without intent to travel. With the exception of Southwest gift cards, funds from proactively canceled reservations by Southwest will be returned to the original form of payment. Reservations paid for with a Southwest gift card will have the amount applied from the gift card held as a flight credit for use by the Customer on a future Southwest Airlines® flight.

If you have purchased a refundable fare and choose not to travel, you must request your refund to the original payment for within 1 year of ticket issuance.

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See Southwest Airlines Co. Notice of Incorporation

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Southwest Airlines
2702 Love Field Drive
Dallas, TX 75235
1-800-I-FLY-SWA (1-800-435-9792)

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M

Outlook

**eTicket Itinerary and Receipt for Confirmation JVVJ7T**

**Desde** United Airlines <Receipts@united.com>
**Fecha** Lun 26/08/2024 12:17
**Para** Drew Aron <daron@blackstonepc.com>

[External Email].

United Airlines Mon, Aug 26, 2024

# Thank you for choosing United.

A receipt of your purchase is shown below. Please retain this email receipt for your records.

Get ready for your trip: Visit the Travel-Ready Center, your one-stop digital assistant, to find out about important travel requirements specific to your trip.

Confirmation Number:

## JVVJ7T

Flight 1 of 1 UA2145 Class: United Economy (N)

| Wed, Aug 28, 2024 | Wed, Aug 28, 2024 |
|---|---|
| 06:00 AM | 07:23 AM |
| Los Angeles, CA, US (LAX) | San Francisco, CA, US (SFO) |

Traveler Details

OLIVAREZ/BLANCAESTRELLA

eTicket number: **0162416032466** Seats: LAX-SFO 24A

Preferred Zone Seat (0164428971568) **LAX-SFO**

Purchase Summary

| | |
|---|---|
| Method of payment: | **Master Card ending in 9913** |
| Date of purchase: | **Mon, Aug 26, 2024** |
| Airfare: | **77.56** |
| U.S. Transportation Tax: | **5.82** |
| U.S. Flight Segment Tax: | **5.00** |
| Passenger Civil Aviation Security Service Fee: | **5.60** |

| | |
|---|---|
| U.S. Passenger Facility Charge: | **4.50** |
| Total Per Passenger: | 98.48 USD |
| **Total:** | **98.48 USD** |

Additional Purchase Summary

| | |
|---|---|
| Method of payment: | **Master Card ending in 9913** |
| Date of purchase: | **Mon, Aug 26, 2024** |
| Preferred Zone Seat (Reference Number: 0164428971568): | **21.99** |
| **Total:** | **21.99 USD** |

### Fare Rules

Additional charges may apply for changes in addition to any fare rules listed.
NRF-BE/NOCHGDAFTDPT

### Baggage allowance and charges for this itinerary

| Origin and destination for checked baggage | 1st bag charge | 2nd bag charge | 1st bag weight and dimensions | 2nd bag weight and dimensions |
|---|---|---|---|---|
| Wed, Aug 28, 2024<br>Los Angeles, CA, US (LAX)<br>to San Francisco, CA, US (SFO) | 40.00 USD | 50.00 USD | 50lbs(23kg) - 62in(157cm) | 50lbs(23kg) - 62in(157cm) |

### Important Information about MileagePlus Earning

- Accruals vary based on the terms and conditions of the traveler's frequent flyer program, frequent flyer status, and the selected itinerary. United MileagePlus® mileage accrual is subject to the rules of the MileagePlus program. Once travel has started, accruals will no longer display. You can always view your MileagePlus account for posted accrual.
- You can earn up to 75,000 award miles per ticket. The 75,000 award miles cap may be applied to your posted flight activity in an order different than shown. Accrual is only displayed for MileagePlus members who choose to accrue to their MileagePlus account.

### eTicket Reminders

- **Check-in Requirement -** Bags must be checked and boarding passes obtained at least 45 minutes prior to scheduled departure. Baggage will not be accepted and advance seat assignments may be cancelled if this condition is not met.
  **EXCEPTION**: When departing from Anchorage, Atlanta, Austin, Baltimore, Chicago, Cincinnati, Cleveland, Dallas/Ft. Worth, Denver, Detroit, Fort Lauderdale, Greenville-Spartanburg, Guam, Honolulu, Houston, Indianapolis, Jacksonville, Kona, Las Vegas, Los Angeles, Maui, Miami, New York (LGA), Newark, Orange County (SNA), Orlando, Philadelphia, Phoenix, Pittsburgh, Raleigh/Durham, Reno, San Diego, San Francisco, San Juan, PR (60 minutes), Savannah, Seattle, St. Louis, St. Thomas, U.S. Virgin Islands (60 minutes), Tampa, Washington, DC (both IAD and DCA), the check in requirement time for Passengers and Bags is 45 minutes except where noted.
- **Boarding Requirement -** Passengers must be prepared to board at the departure gate with their boarding pass at least 15 minutes prior to scheduled departure.
- Failure to meet the **Boarding Requirements** may result in cancellation of reservations, denied boarding, removal of checked baggage from the aircraft and loss of eligibility for denied boarding compensation.
- Bring your boarding pass or this eTicket Receipt along with photo identification to the airport.

- The FAA now restricts carry-on baggage to one bag plus one personal item (purse, briefcase, laptop computer, etc.) per passenger. The fare rules for your ticket may restrict your carry-on baggage allowance even further.
- For up to the minute flight information, sign-up for our Flight Status Updates or call 1-800-824-6200; in Spanish 1-800-426-5561.
- If flight segments are not flown in order, your reservation will be cancelled. Rebooking will be subject to the fare rules governing your ticket.
- For the most current status of your reservation, go to our Flight Status page.
- Your eTicket is non transferable and valid for 1 year from the issue date unless otherwise noted in the fare rules.

### Basic Economy Details

This is a Basic Economy reservation. Your seats will be automatically assigned prior to boarding and can't be changed. Basic Economy customers traveling together, including families, will not be able to sit together. Advance seat assignments may be available for purchase during booking and up until check-in opens. You may travel with a personal item, but no full-sized carry-on bag unless you're a MileagePlus® Premier® member, primary cardmember of a qualifying MileagePlus credit card or Star AllianceTM Gold member. Mobility aids and other assistive devices are also permitted.. MileagePlus members earn award miles but no Premier qualifying credit or lifetime miles. Upgrades and Economy Plus® seating are not available, even for MileagePlus Premier members. Terms and conditions apply. Learn more about our 24-hour flexible booking policy. Learn more about our 24-hour flexible booking policy.

### Data Protection Notice

Your personal data will be processed in accordance with the applicable carrier's privacy policy and if your booking is made via a reservation system provider ("GDS"), with its privacy policy. These are available at http://www.iatatravelcenter.com/privacy or from the carrier or GDS directly. You should read this documentation, which applies to your booking and specifies, for example, how your personal data is collected, stored, used, disclosed and transferred

### Customer Care Contact Information

We welcome your compliments, comments or complaints regarding United or a United travel experience. You may contact us using our Customer Care form

### Additional Baggage Information

The above amounts represent an estimate of the first and second checked baggage service charges that may apply to your itinerary. If your itinerary contains multiple travelers, the service charges may vary by traveler, depending on status or memberships.

**Basic Economy onboard bag policy**

**Carry-on bags:** You're allowed a small personal item that fits under the seat in front of you, such as a shoulder bag, purse, laptop bag or other small item, 9 inches x 10 inches x 17 inches (22 cm x 25 cm x 43 cm) or less. Mobility aids and other devices are also permitted. You're not allowed a full-sized carry-on bag unless you're a MileagePlus Premier member, primary member of a qualifying MileagePlus credit card or Star Alliance™ Gold member. **If you bring a full-sized carry-on bag to the gate, your bag will be checked and subject to the applicable checked bag fee and $25 gate handling charge.** View our baggage policies. Due to FAA regulations, operating carriers may have different carry-on requirements. Please check with the operating carrier for more information or go to united.com/baggage.

**General Baggage Information** First and second bag service charges do not apply to active-duty members of the U.S. military and their accompanying dependents. For additional information regarding baggage charges allowances, weight/size restrictions, exceptions or embargoes, or charges for overweight, oversized, excess, odd-sized baggage, special items or sporting equipment, visit united.com/baggage.

### Disinsection Notice

Certain countries require that the passenger cabins of aircraft be treated with insecticides. For additional information and a list of those countries, please visit the U.S. Department of Transportation's disinsection website.

### IMPORTANT CONSUMER NOTICES

**Changes/Cancellations -** Most tickets, other than Basic Economy tickets or those for travel originating outside the United States, other than for travel between the United States and Mexico or the Caribbean, may be changed to a different itinerary, or cancelled and the value of the ticket retained so that it can be applied to a new ticket, without a change fee. Such change or cancellation must be made

prior to the scheduled departure time. Travelers making changes will be responsible for the fare difference if the new itinerary has a higher fare than the original ticketed itinerary. Regarding non-refundable tickets, if the new itinerary has a lower fare than the original ticketed itinerary, changes can be made without charge, but the traveler is not entitled to any residual value. United may, in its sole discretion, provide partial or full residual credit under certain circumstances. A change fee may apply for changes or cancellations made to tickets for travel originating outside the United States, other than for travel between the United States and Mexico or the Caribbean. Policies concerning your ability to make reservation changes and cancellations and any fees associated with such changes can be found at Important travel notices | United Airlines.

**Notice of Baggage Liability Limitations -** For domestic travel between points within the United States (except for domestic portions of international journeys), United's liability for loss of, damage to, or delay in delivery of a customer's checked baggage is limited to $3,800 per ticketed customer unless a higher value is declared in advance and additional charges are paid (not applicable to wheelchairs or other assistive devices). For such travel, United assumes no liability for high value, fragile, perishable, or otherwise excluded items; excess valuation may not be declared on certain types of valuable articles. Further information may be obtained from the carrier. For international travel governed by the Warsaw Convention (including the domestic portions of the trip), maximum liability is approximately 640 USD per bag for checked baggage, and 400 USD per passenger for unchecked baggage. For international travel governed by the Montreal Convention (including the domestic portions of the trip), maximum liability is 1,288 SDRs per passenger for baggage, whether checked or unchecked. For baggage lost, delayed, or damaged in connection with domestic travel, United requires that customers provide preliminary notice within 24 hours after arrival of the flight on which the baggage was or was to be transported and submit a written claim within 45 days of the flight. For baggage damaged or delayed in connection with most international travel (including domestic portions of international journeys), the Montreal Convention and United require customers to provide carriers written notice as follows: (a) for damaged baggage, within seven days from the date of receipt of the damaged baggage; (b) for delayed baggage, within 21 days from the date the baggage should have been returned to the customer. Please refer to Rule 28 of United's Contract of Carriage for important information relating to baggage and other limitations of liability.

**Notice of Incorporated Terms -** Transportation is subject to the terms and conditions of United's Contract of Carriage, which are incorporated herein by reference. Incorporated terms may include, but are not limited to: 1. Limits on liability for personal injury or death of the customer, and for loss, damage, or delay of goods and baggage, including high value, fragile, perishable, or otherwise excluded items. 2. Claims restrictions, including time periods within which customers must file a claim or bring an action against the carrier. 3. Rights of the carrier to change terms of the contract. 4. Rules about reconfirmation of reservations, check-in times, and refusal to carry. 5. Rights of the carrier and limits on liability for delay or failure to perform service, including schedule changes, substitution of an alternate air carrier or aircraft, and rerouting. The full text of United's Contract of Carriage is available at united.com or you may request a copy at any United ticket counter. Passengers have the right, upon request at any location where United's tickets are sold within the United States, to receive free of charge by mail or other delivery service the full text of United's Contract of Carriage.

**Notice of Certain Terms** - If you have purchased a restricted ticket, depending on the rules applicable to the fare paid, one or more restrictions including, but not limited to, the following may apply to your travel: (1) the ticket may not be refundable but can be exchanged for a fee for another restricted fare ticket meeting all the rules/restrictions of the original ticket (including the payment of any difference in fares); (2) a fee may apply for changing/canceling reservations; or (3) select tickets may not be eligible for refunds or changes even for a fee; (4) select tickets have no residual value and cannot be applied towards the purchase of future travel; or (5) travel may be restricted to specific flights and/ or times and a minimum and/or maximum stay may be required. United reserves the right to refuse carriage to any person who has acquired a ticket in violation of any United tariffs, rules, or regulations, or in violation of any applicable national, federal, state, or local law, order, regulation, or ordinance. Notwithstanding the foregoing, you are entitled to a full refund if you cancel a ticket purchased at least a week prior to departure within 24 hours of purchase.

**Notice of Boarding Times -** For Domestic flights, customers must be at the boarding gate at least 15 minutes prior to scheduled departure. For International flights, customers must be at the boarding gate at least 30 minutes prior to scheduled departure. The time limits provided by United in this Notice are minimum time requirements. Customer and baggage processing times may differ from airport to airport. Please visit united.com for information regarding airport-specific boarding times. It is the customer's responsibility to arrive at the airport with enough time to complete check-in, baggage, and security screening processes within these minimum time limits. Please be sure to check flight information monitors for the correct boarding gate and the departure time of your flight. Failure to

be at the boarding gate by the required time could result in the loss of your seat without compensation, regardless of whether you are already checked in or have a confirmed seat and boarding pass.

**Advice to International Passengers on Carrier Liability -** Passengers on a journey involving an ultimate destination or a stop in a country other than the country of departure are advised that international treaties known as the Montreal Convention, or its predecessor, the Warsaw Convention, including its amendments, may apply to the entire journey, including any portion thereof within a country. For such passengers, the treaty, including contracts of carriage embodied in applicable tariffs, governs, and may limit the liability of the Carrier in respect of death or injury to passengers, and for destruction or loss of, or damage to, baggage, and for delay of passengers and baggage.

**Notice - Overbooking of Flights -** Airline flights may be overbooked, and there is a slight chance that a seat will not be available on a flight for which a person has a confirmed reservation. If the flight is overbooked, no one will be denied a seat until airline personnel first ask for volunteers willing to give up their reservation in exchange for compensation of the airline's choosing. If there are not enough volunteers, the airline will deny boarding to other persons in accordance with its particular boarding priority. With few exceptions, including failure to comply with the carrier's check-in deadlines, which are available upon request from the air carrier, persons, denied boarding involuntarily are entitled to compensation. The complete rules for the payment of compensation and each airline's boarding priorities are available at all airport ticket counters and boarding locations. *Some airlines do not apply these consumer protections to travel from some foreign countries, although other consumer protections may be available. Check with your airline or your travel agent.*

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N

Outlook

**eTicket Itinerary and Receipt for Confirmation JWWQ1G**

**Desde** United Airlines <Receipts@united.com>
**Fecha** Lun 26/08/2024 12:33
**Para** Drew Aron <daron@blackstonepc.com>

[External Email].

United Airlines Mon, Aug 26, 2024

# Thank you for choosing United.

A receipt of your purchase is shown below. Please retain this email receipt for your records.

Get ready for your trip: Visit the Travel-Ready Center, your one-stop digital assistant, to find out about important travel requirements specific to your trip.

Confirmation Number:

## JWWQ1G

Flight 1 of 1 UA1082 Class: United Economy (N)

| Wed, Aug 28, 2024 | Wed, Aug 28, 2024 |
|---|---|
| 06:41 PM | 08:14 PM |
| San Francisco, CA, US (SFO) | Los Angeles, CA, US (LAX) |

Traveler Details

OLIVAREZ/BLANCAESTELLA

eTicket number: **0162416037086** Seats: SFO-LAX 22A
Preferred Zone Seat (0164428975973) **SFO-LAX**

Purchase Summary

| | |
|---|---|
| Method of payment: | **Master Card ending in 9913** |
| Date of purchase: | **Mon, Aug 26, 2024** |
| Airfare: | **77.56** |
| U.S. Transportation Tax: | **5.82** |
| U.S. Flight Segment Tax: | **5.00** |
| Passenger Civil Aviation Security Service Fee: | **5.60** |

| | |
|---|---|
| U.S. Passenger Facility Charge: | **4.50** |
| Total Per Passenger: | 98.48 USD |
| **Total:** | **98.48 USD** |

Additional Purchase Summary

| | |
|---|---|
| Method of payment: | **Master Card ending in 9913** |
| Date of purchase: | **Mon, Aug 26, 2024** |
| Preferred Zone Seat (Reference Number: 0164428975973): | **21.99** |
| **Total:** | **21.99 USD** |

### Fare Rules

Additional charges may apply for changes in addition to any fare rules listed.
NRF-BE/NOCHGDAFTDPT;NOCBBG/NOASR

### Baggage allowance and charges for this itinerary

| Origin and destination for checked baggage | 1st bag charge | 2nd bag charge | 1st bag weight and dimensions | 2nd bag weight and dimensions |
|---|---|---|---|---|
| Wed, Aug 28, 2024<br>San Francisco, CA, US (SFO)<br>to Los Angeles, CA, US (LAX) | 40.00 USD | 50.00 USD | 50lbs(23kg) - 62in(157cm) | 50lbs(23kg) - 62in(157cm) |

### Important Information about MileagePlus Earning

- Accruals vary based on the terms and conditions of the traveler's frequent flyer program, frequent flyer status, and the selected itinerary. United MileagePlus® mileage accrual is subject to the rules of the MileagePlus program. Once travel has started, accruals will no longer display. You can always view your MileagePlus account for posted accrual.
- You can earn up to 75,000 award miles per ticket. The 75,000 award miles cap may be applied to your posted flight activity in an order different than shown. Accrual is only displayed for MileagePlus members who choose to accrue to their MileagePlus account.

### eTicket Reminders

- **Check-in Requirement -** Bags must be checked and boarding passes obtained at least 45 minutes prior to scheduled departure. Baggage will not be accepted and advance seat assignments may be cancelled if this condition is not met.
  **EXCEPTION**: When departing from Anchorage, Atlanta, Austin, Baltimore, Chicago, Cincinnati, Cleveland, Dallas/Ft. Worth, Denver, Detroit, Fort Lauderdale, Greenville-Spartanburg, Guam, Honolulu, Houston, Indianapolis, Jacksonville, Kona, Las Vegas, Los Angeles, Maui, Miami, New York (LGA), Newark, Orange County (SNA), Orlando, Philadelphia, Phoenix, Pittsburgh, Raleigh/Durham, Reno, San Diego, San Francisco, San Juan, PR (60 minutes), Savannah, Seattle, St. Louis, St. Thomas, U.S. Virgin Islands (60 minutes), Tampa, Washington, DC (both IAD and DCA), the check in requirement time for Passengers and Bags is 45 minutes except where noted.
- **Boarding Requirement -** Passengers must be prepared to board at the departure gate with their boarding pass at least 15 minutes prior to scheduled departure.
- Failure to meet the **Boarding Requirements** may result in cancellation of reservations, denied boarding, removal of checked baggage from the aircraft and loss of eligibility for denied boarding compensation.
- Bring your boarding pass or this eTicket Receipt along with photo identification to the airport.

- The FAA now restricts carry-on baggage to one bag plus one personal item (purse, briefcase, laptop computer, etc.) per passenger. The fare rules for your ticket may restrict your carry-on baggage allowance even further.
- For up to the minute flight information, sign-up for our Flight Status Updates or call 1-800-824-6200; in Spanish 1-800-426-5561.
- If flight segments are not flown in order, your reservation will be cancelled. Rebooking will be subject to the fare rules governing your ticket.
- For the most current status of your reservation, go to our Flight Status page.
- Your eTicket is non transferable and valid for 1 year from the issue date unless otherwise noted in the fare rules.

### Basic Economy Details

This is a Basic Economy reservation. Your seats will be automatically assigned prior to boarding and can't be changed. Basic Economy customers traveling together, including families, will not be able to sit together. Advance seat assignments may be available for purchase during booking and up until check-in opens. You may travel with a personal item, but no full-sized carry-on bag unless you're a MileagePlus® Premier® member, primary cardmember of a qualifying MileagePlus credit card or Star AllianceTM Gold member. Mobility aids and other assistive devices are also permitted.. MileagePlus members earn award miles but no Premier qualifying credit or lifetime miles. Upgrades and Economy Plus® seating are not available, even for MileagePlus Premier members. Terms and conditions apply. Learn more about our 24-hour flexible booking policy. Learn more about our 24-hour flexible booking policy.

### Data Protection Notice

Your personal data will be processed in accordance with the applicable carrier's privacy policy and if your booking is made via a reservation system provider ("GDS"), with its privacy policy. These are available at http://www.iatatravelcenter.com/privacy or from the carrier or GDS directly. You should read this documentation, which applies to your booking and specifies, for example, how your personal data is collected, stored, used, disclosed and transferred

### Customer Care Contact Information

We welcome your compliments, comments or complaints regarding United or a United travel experience. You may contact us using our Customer Care form

### Additional Baggage Information

The above amounts represent an estimate of the first and second checked baggage service charges that may apply to your itinerary. If your itinerary contains multiple travelers, the service charges may vary by traveler, depending on status or memberships.

**Basic Economy onboard bag policy**

**Carry-on bags:** You're allowed a small personal item that fits under the seat in front of you, such as a shoulder bag, purse, laptop bag or other small item, 9 inches x 10 inches x 17 inches (22 cm x 25 cm x 43 cm) or less. Mobility aids and other devices are also permitted. You're not allowed a full-sized carry-on bag unless you're a MileagePlus Premier member, primary member of a qualifying MileagePlus credit card or Star Alliance™ Gold member. **If you bring a full-sized carry-on bag to the gate, your bag will be checked and subject to the applicable checked bag fee and $25 gate handling charge.** View our baggage policies. Due to FAA regulations, operating carriers may have different carry-on requirements. Please check with the operating carrier for more information or go to united.com/baggage.

**General Baggage Information** First and second bag service charges do not apply to active-duty members of the U.S. military and their accompanying dependents. For additional information regarding baggage charges allowances, weight/size restrictions, exceptions or embargoes, or charges for overweight, oversized, excess, odd-sized baggage, special items or sporting equipment, visit united.com/baggage.

### Disinsection Notice

Certain countries require that the passenger cabins of aircraft be treated with insecticides. For additional information and a list of those countries, please visit the U.S. Department of Transportation's disinsection website.

### IMPORTANT CONSUMER NOTICES

**Changes/Cancellations -** Most tickets, other than Basic Economy tickets or those for travel originating outside the United States, other than for travel between the United States and Mexico or the Caribbean, may be changed to a different itinerary, or cancelled and the value of the ticket retained so that it can be applied to a new ticket, without a change fee. Such change or cancellation must be made

prior to the scheduled departure time. Travelers making changes will be responsible for the fare difference if the new itinerary has a higher fare than the original ticketed itinerary. Regarding non-refundable tickets, if the new itinerary has a lower fare than the original ticketed itinerary, changes can be made without charge, but the traveler is not entitled to any residual value. United may, in its sole discretion, provide partial or full residual credit under certain circumstances. A change fee may apply for changes or cancellations made to tickets for travel originating outside the United States, other than for travel between the United States and Mexico or the Caribbean. Policies concerning your ability to make reservation changes and cancellations and any fees associated with such changes can be found at Important travel notices | United Airlines.

**Notice of Baggage Liability Limitations -** For domestic travel between points within the United States (except for domestic portions of international journeys), United's liability for loss of, damage to, or delay in delivery of a customer's checked baggage is limited to $3,800 per ticketed customer unless a higher value is declared in advance and additional charges are paid (not applicable to wheelchairs or other assistive devices). For such travel, United assumes no liability for high value, fragile, perishable, or otherwise excluded items; excess valuation may not be declared on certain types of valuable articles. Further information may be obtained from the carrier. For international travel governed by the Warsaw Convention (including the domestic portions of the trip), maximum liability is approximately 640 USD per bag for checked baggage, and 400 USD per passenger for unchecked baggage. For international travel governed by the Montreal Convention (including the domestic portions of the trip), maximum liability is 1,288 SDRs per passenger for baggage, whether checked or unchecked. For baggage lost, delayed, or damaged in connection with domestic travel, United requires that customers provide preliminary notice within 24 hours after arrival of the flight on which the baggage was or was to be transported and submit a written claim within 45 days of the flight. For baggage damaged or delayed in connection with most international travel (including domestic portions of international journeys), the Montreal Convention and United require customers to provide carriers written notice as follows: (a) for damaged baggage, within seven days from the date of receipt of the damaged baggage; (b) for delayed baggage, within 21 days from the date the baggage should have been returned to the customer. Please refer to Rule 28 of United's Contract of Carriage for important information relating to baggage and other limitations of liability.

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**Notice - Overbooking of Flights -** Airline flights may be overbooked, and there is a slight chance that a seat will not be available on a flight for which a person has a confirmed reservation. If the flight is overbooked, no one will be denied a seat until airline personnel first ask for volunteers willing to give up their reservation in exchange for compensation of the airline's choosing. If there are not enough volunteers, the airline will deny boarding to other persons in accordance with its particular boarding priority. With few exceptions, including failure to comply with the carrier's check-in deadlines, which are available upon request from the air carrier, persons, denied boarding involuntarily are entitled to compensation. The complete rules for the payment of compensation and each airline's boarding priorities are available at all airport ticket counters and boarding locations. *Some airlines do not apply these consumer protections to travel from some foreign countries, although other consumer protections may be available. Check with your airline or your travel agent.*

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Outlook

## Thanks for your purchase with United

**Desde** United Airlines <Receipts@united.com>
**Fecha** Mié 28/08/2024 11:12
**Para** Drew Aron <daron@blackstonepc.com>

[External Email].

United Airlines Wed, Aug 28, 2024

# Thank you for choosing United.

A receipt of your purchase is shown below. Please retain this email receipt for your records.

Flight 1 of 1 UA1082

| | |
|---|---|
| Wed, Aug 28, 2024<br>San Francisco, CA, US (SFO) | Wed, Aug 28, 2024<br>Los Angeles, CA, US (LAX) |

### Traveler Details

| | |
|---|---|
| OLIVAREZ/BLANCAESTELLA | eTicket number: **0162416037086** |
| Economy Plus Seat (0164429462788) | **SFO-LAX** |

### Purchase Summary

| | |
|---|---|
| Method of payment: | **Master Card ending in 9913** |
| Date of purchase: | **Wed, Aug 28, 2024** |
| Economy Plus Seat (Reference Number: 0164429462788): | **64.99** |
| **Total:** | **64.99 USD** |

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Outlook

## Your United purchase is being refunded

**Desde** United Airlines <Receipts@united.com>
**Fecha** Mié 28/08/2024 11:16
**Para** Drew Aron <daron@blackstonepc.com>

[External Email].

United Airlines Wed, Aug 28, 2024

# Thank you for choosing United.

Your purchase was refunded. Here are the details.

Flight 1 of 1 UA1082

| | |
|---|---|
| Wed, Aug 28, 2024<br>San Francisco, CA, US (SFO) | Wed, Aug 28, 2024<br>Los Angeles, CA, US (LAX) |

Traveler Details

OLIVAREZ/BLANCAESTELLA

Purchase Summary

| | |
|---|---|
| Method of payment:<br>Date of purchase: | **Master Card ending in 9913**<br>**Mon, Aug 26, 2024** |
| Preferred Zone Seat (Refunded Reference Number: 0164428975973): | **21.99** |
| **Total:** | **21.99 USD** |
| **Refunded:** | **21.99 USD** |

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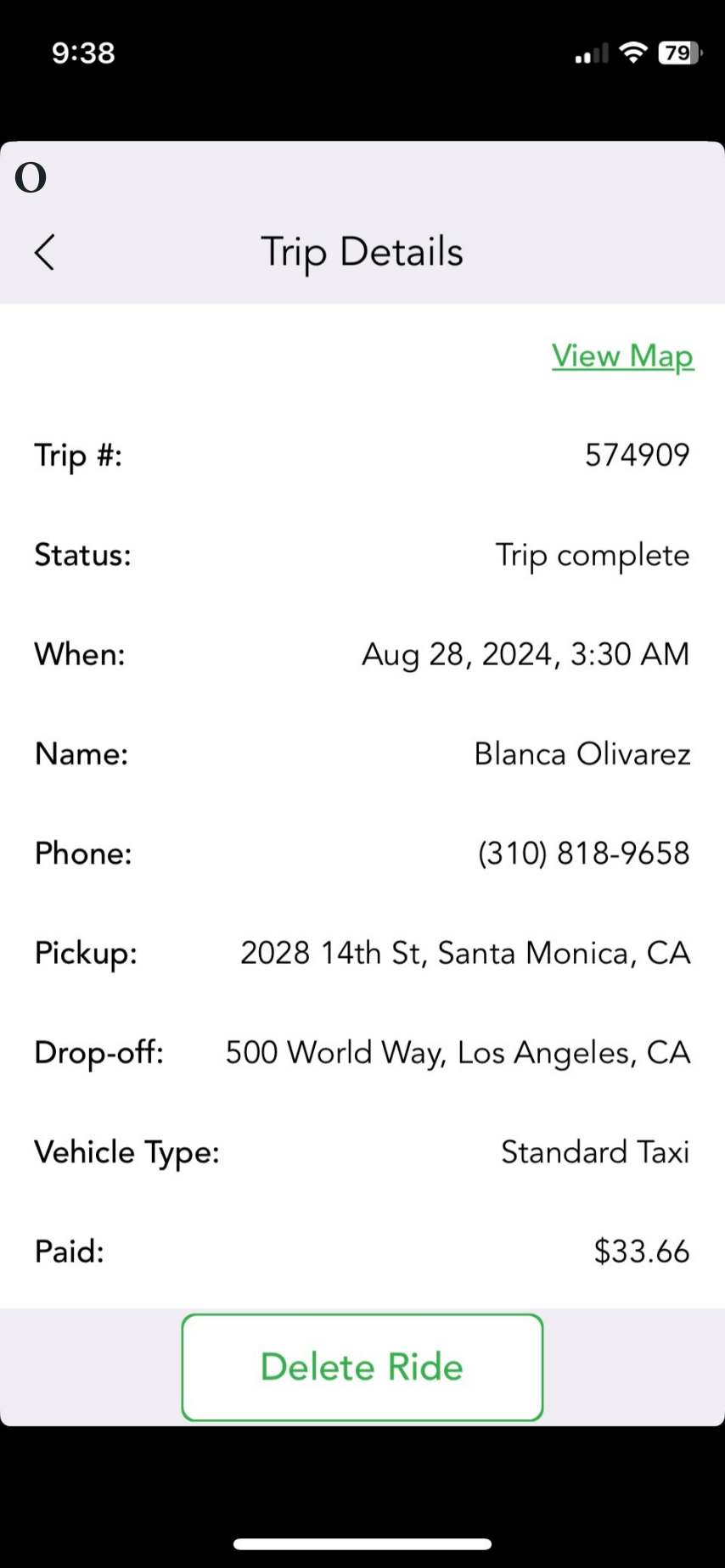
9:38
79
Trip Details
View Map
Trip #: 574909
Status: Trip complete
When: Aug 28, 2024, 3:30 AM
Name: Blanca Olivarez
Phone: (310) 818-9658
Pickup: 2028 14th St, Santa Monica, CA
Drop-off: 500 World Way, Los Angeles, CA
Vehicle Type: Standard Taxi
Paid: $33.66
Delete Ride

P Outlook

**Blanca's ride with Veysi on August 28**

**Desde** Lyft Receipts <no-reply@lyftmail.com>
**Fecha** Mié 28/08/2024 11:05
**Para** Drew Aron <daron@blackstonepc.com>

[External Email].

lyft

**AUGUST 28, 2024 AT 8:20 AM**

# Thanks for riding with Veysi!

100% of tips go to drivers. Add a tip

| | |
|---|---|
| Lyft fare (13.22mi, 34m 52s) | $41.98 |
| Service Fee, includes a $0.30 Lyft California Driver Benefits Fee | $3.80 |
| Priority Pickup Upgrade | $4.03 |
| Tip | $7.47 |

MasterCard *9913 **$57.28**

Requested ride for: Blanca Olivarez (310) 818-9658

**You've already paid for this ride.**
This total may not match the charge on your account statement. The payment for this ride might be combined with any other rides you took on August 28, 2024. Keep in mind that the cost of this ride and the total charge may not reflect refunds, credits, or other changes.

**The fare above includes any other Fees and Other Charges, as applicable.**

Ride Map

**Pickup** 8:20 AM
100 International Terminal Level 3, A Side, San Francisco, CA

**Drop-off** **8:55 AM**
460 McAllister St, San Francisco, CA

## Make expensing business rides easy

Enable business profile on Lyft to make expensing rides quick and easy.

**GET BUSINESS PROFILE**

**Tip driver**

**Find lost item**

**Request review**

Help Center

Receipt #1986655663384772652

We never share your address with your driver after a ride.
Learn more about our commitment to safety.

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548 Market St., P.O. Box 68514
San Francisco, CA 94104
CPUC ID No. TCP0032513 - P

Work at Lyft
Become a Driver

Q

From: Lyft Receipts <no-reply@lyftmail.com>

To: daron@blackstonepc.com

Subject: Blanca's ride with Yusuf on August 28

Sent: 8/29/2024 3:38:49 AM

---

[External Email].

**AUGUST 28, 2024 AT 1:35 PM**

# Thanks for riding with Yusuf!

| | |
|---|---|
| Standard fare (14.08mi, 24m 52s) | $44.46 |
| Service Fee, includes a $0.30 Lyft California Driver Benefits Fee | $3.60 |
| SF Rideshare Tax | $0.69 |
| Tip | $7.31 |
| Promotion | -$2.43 |

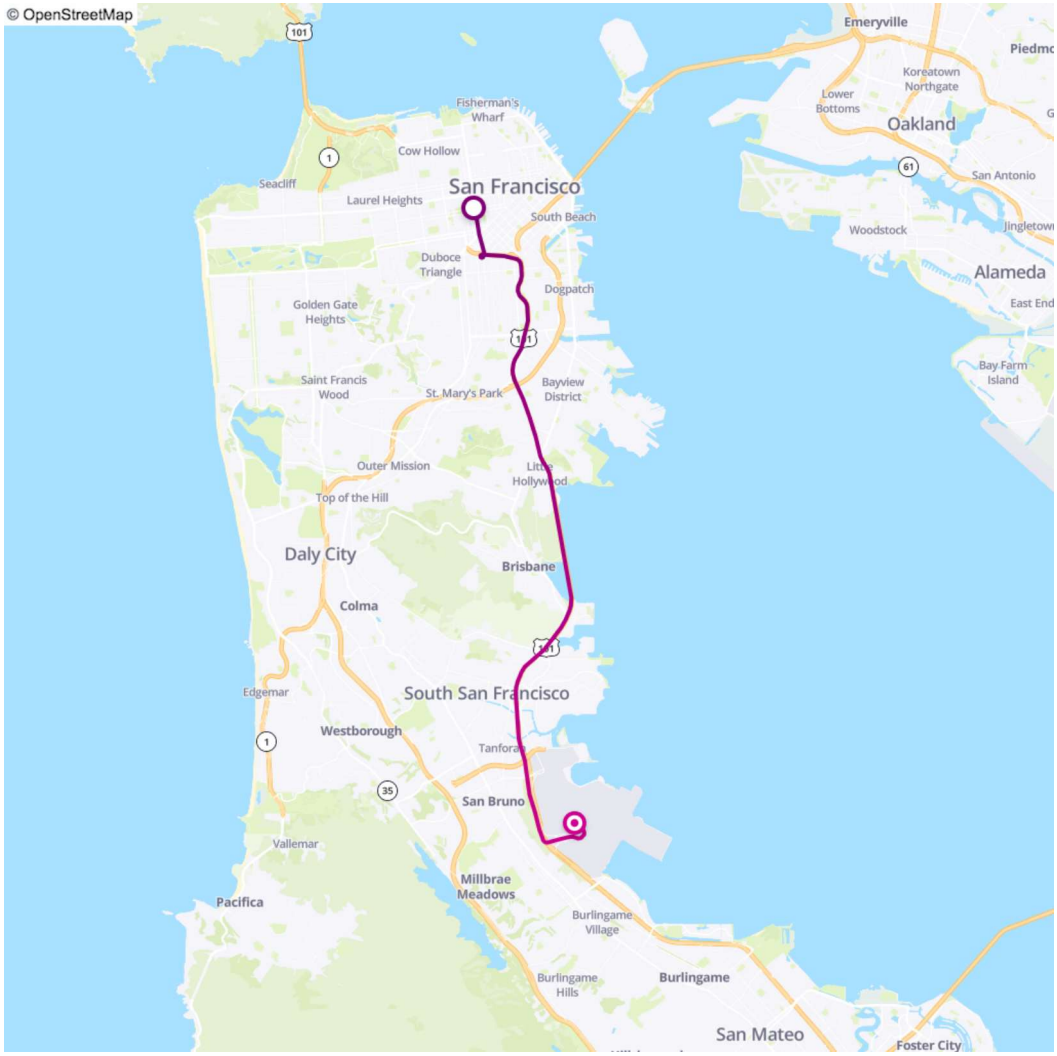
---

MasterCard *9913 **$53.63**

Requested ride for: Blanca Olivarez (310) 818-9658

**You've already paid for this ride.**
This total may not match the charge on your account statement. The payment for this ride might be combined with any other rides you took on August 28, 2024. Keep in mind that the cost of this ride and the total charge may not reflect refunds, credits, or other changes.

**The fare above includes any other Fees and Other Charges, as applicable.**




**Pickup** 1:35 PM

599 Van Ness Ave, San Francisco, CA

**Drop-off** 2:00 PM

100 International Terminal Level 3, A Side, San Francisco, CA

**Tip driver**

**Find lost item**

**Request review**

Help Center

Receipt #1986736310333552714

We never share your address with your driver after a ride.
Learn more about our commitment to safety.

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Lyft, Inc.
548 Marke
t St., P.O.
Box 68514
San Franci
sco, CA 94
104
CPUC ID
No. TCP0
032513 - P

Work at
Lyft
Become a
Driver

R

From: Lyft Receipts <no-reply@lyftmail.com>

To: daron@blackstonepc.com

Subject: Blanca's ride with Chinedu on August 28

Sent: 8/30/2024 4:21:50 AM

---

[External Email].



**AUGUST 28, 2024 AT 8:41 PM**

# Thanks for riding with Chinedu!

| | |
|---|---|
| Standard fare (8.38mi, 29m 32s) | $34.58 |
| Service Fee, includes a $0.75 Lyft California Driver Benefits Fee | $4.25 |

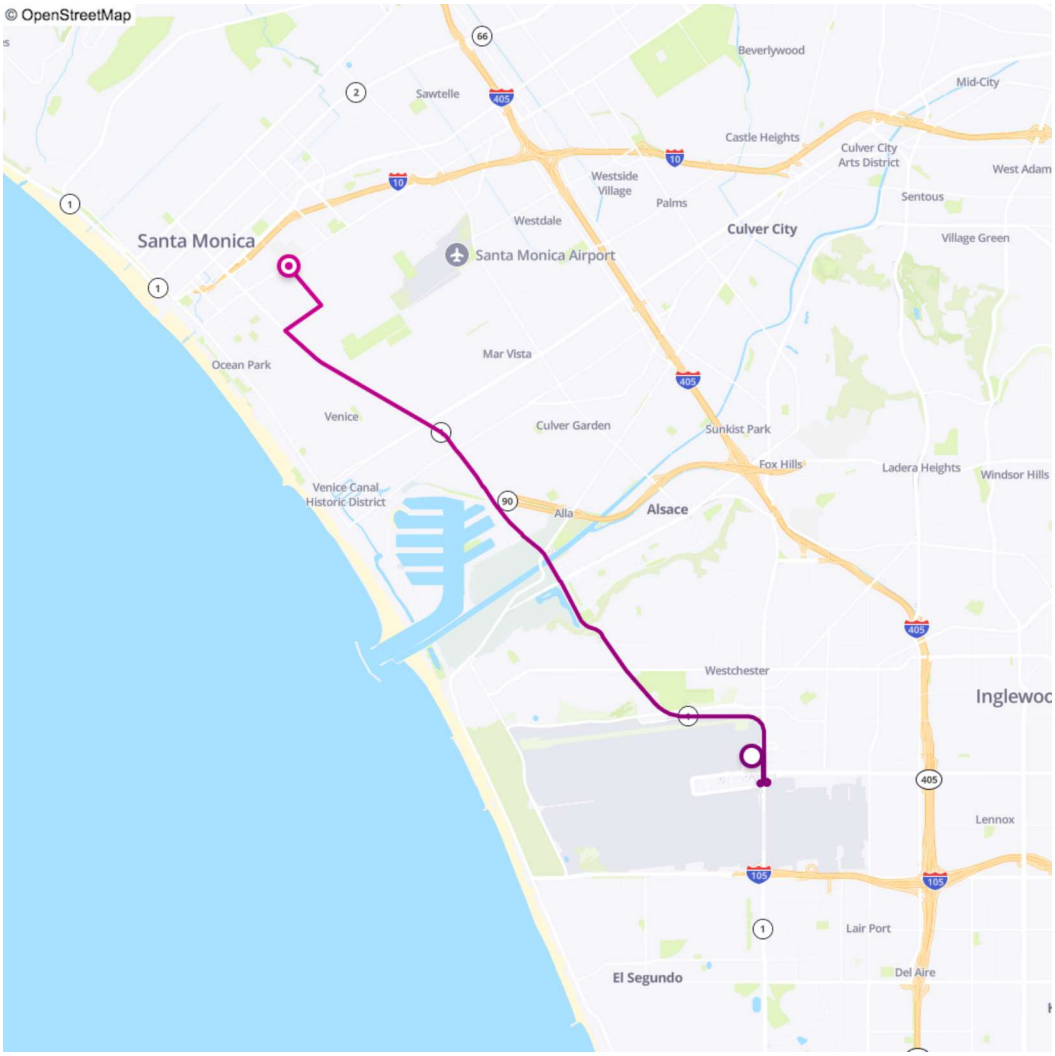
---


MasterCard *9913 **$38.83**

Requested ride for: Blanca Olivarez (310) 818-9658

**You've already paid for this ride.**
This total may not match the charge on your account statement. The payment for this ride might be combined with any other rides you took on August 28, 2024. Keep in mind that the cost of this ride and the total charge may not reflect refunds, credits, or other changes.

**The fare above includes any other Fees and Other Charges, as applicable.**




**Pickup** 8:41 PM

9851 S Sepulveda Blvd, Los Angeles, CA

**Drop-off** 9:11 PM

2023 14th St, Santa Monica, CA

**Tip driver**

**Find lost item**

**Request review**

Help Center

Receipt #1986846568224777246

We never share your address with your driver after a ride.
Learn more about our commitment to safety.

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Lyft, Inc.
548 Marke
t St., P.O.
Box 68514
San Franci
sco, CA 94
104
CPUC ID
No. TCP0
032513 - P

Work at
Lyft
Become a
Driver

S

Steno
PO BOX 22637
Pasadena, CA 91185-2637
(888) 707-8366

# Invoice 1160990

## Concierge E-Filing - WITNESS LIST; EXHIBIT LIST; OPPOSITION TO REMOTE PROCEEDING; (Aug 27, 2024)

### Bill to

ATTN: Barbara DuVan-Clarke
BLACKSTONE LAW, APC
8383 Wilshire Boulevard
Suite 745
Beverly Hills, CA 90211

### Bill from

Steno Agency, Inc.
PO BOX 22637
Pasadena, CA 91185-2637
(888) 707-8366

**Case name:** OLIVAREZ, v COMERICA MANAGEMENT CO, INC., (PAGA)
**Case number:** CGC-24-613901
**Job Id:** 1154462

**Invoice date:** 8/29/2024
**Terms:** DelayPay*
**Status:** OPEN

| Item | Description | Amount | Quantity | Total |
|---|---|---|---|---|
| Legal Support Services (Concierge E-Filing) | | $99.95 | 1 | $99.95 |
| | | | Total | $99.95 |
| | | | Payments | $0.00 |
| | | | Amount remaining due | $99.95 |

*This case is set for deferred payment. Payment is due promptly after case resolves, per your Services Agreement.

BLANCA OLIVAREZ

Documents: OPPOSITION TO REMOTE PROCEEDING; EXHIBIT LIST; WITNESS LIST Completed on 8/27/2024

We really appreciate your business and we hope you were satisfied with our service. If not, please let us know so that we can improve by calling us at **(888) 707-8366** or emailing us at **ar@steno.com**.

## Payment instructions

Need our W9? Please visit **https://steno.com/w9**
Pay online: **https://steno.com/pay/bdfyuiu1**

Please make checks payable to Steno.

**Blackstone Law**

**Client ID:** 6110240801
**Invoice No:** 202408110240801

T

File & ServeXpress™

**Pay online using the Pay My Invoice feature on your File & ServeXpress homepage, or send payment to:**

File & ServeXpress, LLC
Dept. 2016
PO Box 122016
Dallas, TX 75312-2016

**Please Send Correspondence to:**

File & ServeXpress
Attn: Accounts Receivable
4347 W. Northwest Hwy, Ste 130 - 280
Dallas, TX 75220

| **Amount Due (USD):** | **$89.10** |
|---|---|

**Blackstone Law**
Attn: Jonathan Genish
8383 Wilshire Blvd., Suite 745

Beverly Hills, CA 90211

| | |
|---|---|
| **Invoice Date:** | 03-Sep-2024 |
| **Billing Period:** | 202408 |
| **Invoice No:** | 202408110240801 |
| **Customer ID:** | 6110240801 |
| **Terms:** | Payments by check due net 10 days from date of receipt |

## Invoice Summary

| | |
|---|---|
| **Transaction Subtotal:** | $29.10 |
| **Adjusted Subtotal:** | $29.10 |
| **Sales Tax:** | $0.00 |
| **Court Fees / Postage:** | $60.00 |
| **Fee for Paper Invoice:** | $0.00 |
| **Total Charges:** | $89.10 |

Thank you for using File & ServeXpress. If you have questions about this statement, would like a copy of a specific invoice, or have a problem with payment, please email invoicing@fileandserve.com. Questions regarding past invoices must be submitted within 60 days of receipt of the invoice.

**How To Pay Your Invoice**

You can view and settle all of your product invoices in the File & ServeXpress application, using the Pay My Invoice feature on your homepage. For more information about how to pay your invoice online, visit https://www.fileandservexpress.com/payment-portal

Please Note:

An interest charge of 1.5% per month will accrue on unpaid amounts thirty (30) days after the invoice date. In addition to the above charge, Court Fees not paid within thirty (30) days after the invoice date will bear an administrative fee of up to twenty percent (20%) of the outstanding statutory Court Fees.

**Blackstone Law**
**Client ID:** 6110240801
**Invoice No:** 202408110240801

File & ServeXpress™

# Filing / Service Charges

**Court** CA Superior Court County of San Francisco-Civil

**Case Number:** CGC-24-613901
**Case Style:** Olivarez, Blanca vs Comerica Management Co Inc et al

**Transaction ID:** 74067348
**Billing Ref:**
**Authorized By:** Barbara DuVan-Clarke
**Filed By:** Nataly Sandres

**Documents:**

| | |
|---|---|
| PLAINTIFF BLANCA OLIVAREZ'S OPPOSITION TO DEFENDANT COMERICA MANAGEMENT CO., INC.'S MOTION TO COMPEL ARBITRATION AND STAY PROCEEDINGS | 19 Page(s) |
| DECLARATION OF ALEXANDER K. SPELLMAN IN SUPPORT OF PLAINTIFF BLANCA OLIVAREZ'S OPPOSITION TO DEFENDANT COMERICA MANAGEMENT CO., INC.'S MOTION TO COMPEL ARBITRATION AND STAY PROCEEDINGS | 2 Page(s) |
| DECLARATION OF BLANCA OLIVAREZ IN SUPPORT OF PLAINTIFF'S OPPOSITION TO DEFENDANT COMERICA MANAGEMENT CO., INC.'S MOTION TO COMPEL ARBITRATION AND STAY PROCEEDINGS | 34 Page(s) |
| PLAINTIFF'S REQUEST FOR EVIDENTIARY HEARING | 3 Page(s) |
| PROOF OF SERVICE | 2 Page(s) |

**Parties:** Olivarez, Blanca (Plaintiff) Client: Matter:

**Charges:**

| Product / Service | Date | Fee | Tax | Total |
|---|---|---|---|---|
| Court Administrative Fee | 8/15/2024 8:42:37PM | $0.30 | $0.00 | $0.30 |
| EFM Transaction Fee | 8/15/2024 8:42:37PM | $3.50 | $0.00 | $3.50 |
| Filing | 8/15/2024 8:42:37PM | $10.35 | $0.00 | $10.35 |
| Online Service | 8/15/2024 8:42:37PM | $14.95 | $0.00 | $14.95 |
| Statutory Filing Fee | 8/20/2024 6:03:40PM | $60.00 | $0.00 | $60.00 |
| **Total:** | | **$89.10** | **$0.00** | **$89.10** |

| | | | | |
|---|---|---|---|---|
| **Summary for Case** | **CGC-24-613901** | **$89.10** | **$0.00** | **$89.10** |

# Filing / Service Charges

U

**First Legal Depositions**
P.O. Box 745087
Los Angeles, CA 90074
Phone: (855)-348-4997

Blackstone Law
Barbara DuVan-Clarke
8383 Wilshire Blvd, Suite 745
Beverly Hills, CA 90211

# *Invoice #114838*

| Date | Terms |
|---|---|
| 09/09/2024 | Net 30 |

**Job #102411 on 08/28/2024 at 10:00 AM PT**

**Billing Reference:** 4894-0800-8643.5
**Case:** Blanca Olivarez v. Comerica Management Co., Inc.
**Location:** San Francisco Superior Court - Civic Center
400 McAllister Street
San Francisco, CA 94102-4515

**Shipped On:** 09/02/2024
**Shipped Via:** Email Only
**Delivery Type:** 2 day Expedite
**Services:** Court Reporter

| Description | Price | Amount |
|---|---|---|
| **Copy Transcript of Hearing Dept. 613** | | |
| Certified Copy - Electronic (105 Pages) | $ 4.34 | $ 455.70 |
| Litigation Package | $ 100.00 | $ 100.00 |
| Processing Fee (105 Pages) | $ 3.00 | $ 315.00 |
| Rough Draft (78 Pages) | $ 3.95 | $ 308.10 |
| | | $ 1,178.80 |
| **Split Hearing Dept. 613** | | |
| Per Diem (Half Day) | | $ 475.00 |
| | | $ 475.00 |

Amount Due: $ 1,653.80
Paid: $ 0.00

***50/50 Split - your invoice reflects your 1/2 of the cost.***

| | |
|---|---|
| **Balance Due:** | **$ 1,653.80** |
| **Payment Due:** | **10/09/2024** |

**We appreciate your business - Where the client comes first!**
**Billing questions? Please call us at (855) 348-4997 or email us at depoclientcare@firstlegal.com**

**First Legal Deposition Services LLC**
**P.O. Box 745087**
**Los Angeles, CA 90074-5087**

**Tax ID: 99-3169047** **First Legal Depositions** **Phone: 855-348-4997**

# Merchant: FIRST LEGAL BUYER INC

2501 DAVIDSON DR STE 300
MONTEREY PARK, CA 91754
US

8008890111

Order Information

Description: 114838
Order Number:
Customer ID:

P.O. Number:
Invoice Number:

**Billing Information**

JONATHAN GENISH
90211

**Shipping Information**

| | |
|---|---|
| Shipping: | 0.00 |
| Tax: | 0.00 |
| **Total:** | **USD 1,653.80** |

Payment Information

| | |
|---|---|
| Date/Time: | 13-Sep-2024 18:47:56 PDT |
| Transaction ID: | 120647070973 |
| Transaction Type: | Authorization w/ Auto Capture |
| Transaction Status: | Captured/Pending Settlement |
| Authorization Code: | 104646 |
| Payment Method: | American Express XXXX4002 |

Steno
PO BOX 22637
Pasadena, CA 91185-2637
(888) 707-8366

# Invoice 1175905

## Concierge E-Filing - [PROPOSED] ORDER; (Sep 5, 2024)

### Bill to

ATTN: Barbara DuVan-Clarke
BLACKSTONE LAW, APC
8383 Wilshire Boulevard
Suite 745
Beverly Hills, CA 90211

### Bill from

Steno Agency, Inc.
PO BOX 22637
Pasadena, CA 91185-2637
(888) 707-8366

**Case name:** OLIVAREZ, v COMERICA MANAGEMENT CO, INC., (PAGA)
**Case number:** CGC-24-613901
**Job Id:** 1168791

**Invoice date:** 9/9/2024
**Terms:** DelayPay*
**Status:** OPEN

| Item | Description | Amount | Quantity | Total |
|---|---|---|---|---|
| Legal Support Services (Concierge E-Filing) | | $99.95 | 1 | $99.95 |
| | | | Total | $99.95 |
| | | | Payments | $0.00 |
| | | | Amount remaining due | $99.95 |

*This case is set for deferred payment. Payment is due promptly after case resolves, per your Services Agreement.

BLANCA OLIVAREZ

Documents: [PROPOSED] ORDER Completed on 9/9/2024

We really appreciate your business and we hope you were satisfied with our service. If not, please let us know so that we can improve by calling us at **(888) 707-8366** or emailing us at **ar@steno.com**.

## Payment instructions

Need our W9? Please visit **https://steno.com/w9**
Pay online: **https://steno.com/pay/90m268us**

Please make checks payable to Steno.

W

Steno
PO BOX 22637
Pasadena, CA 91185-2637
(888) 707-8366

# Invoice 1181053

## Concierge E-Filing - PROOF OF SERVICE (Sep 5, 2024)

### Bill to

ATTN: Gloria Ibarra
BLACKSTONE LAW, APC
8383 Wilshire Boulevard
Suite 745
Beverly Hills, CA 90211

### Bill from

Steno Agency, Inc.
PO BOX 22637
Pasadena, CA 91185-2637
(888) 707-8366

**Case name:** OLIVAREZ, v COMERICA MANAGEMENT CO, INC., (PAGA)
**Case number:** CGC-24-613901
**Job Id:** 1169390

**Invoice date:** 9/11/2024
**Terms:** DelayPay*
**Status:** OPEN

| Item | Description | Amount | Quantity | Total |
|---|---|---|---|---|
| Legal Support Services (Concierge E-Filing) | | $59.95 | 1 | $59.95 |
| | | | Total | $59.95 |
| | | | Payments | $0.00 |
| | | | Amount remaining due | $59.95 |

*This case is set for deferred payment. Payment is due promptly after case resolves, per your Services Agreement.

BLANCA OLIVAREZ

Documents: PROOF OF SERVICE Completed on 9/10/2024

We really appreciate your business and we hope you were satisfied with our service. If not, please let us know so that we can improve by calling us at **(888) 707-8366** or emailing us at **ar@steno.com**.

## Payment instructions

Need our W9? Please visit **https://steno.com/w9**
Pay online: **https://steno.com/pay/t32gjoqr**

Please make checks payable to Steno.

X

Outlook

## Your American Arbitration Association receipt [#1717-1089]

**From** American Arbitration Association <receipts+acct_1PUBhr06JsQtEpBZ@stripe.com>
**Date** Fri 10/4/2024 4:15 PM
**To** Gloria Ibarra <gibarra@blackstonepc.com>

[External Email].

# Receipt from American Arbitration Association

Receipt #1717-1089

| AMOUNT PAID | DATE PAID | PAYMENT METHOD |
|---|---|---|
| $350.00 | Oct 4, 2024, 7:14:20 PM | Mastercard - 9913 |

**SUMMARY**

| | |
|---|---|
| American Arbitration/ICDR transaction, Case:012400080878 ($350.00); PaymentID:4049 | $350.00 |
| **Amount charged** | **$350.00** |

If you have any questions, visit our support site at **https://www.adr.org/ContactUs** or contact us at

**CustomerService@adr.org**.

Something wrong with the email? View it in your browser.

You're receiving this email because you made a purchase at American Arbitration Association, which partners with Stripe to provide invoicing and payment processing.

Y

**Signature Resolution, LLC**
633 W. 5th Street, Suite 1000
Los Angeles, CA 90071
(213) 622-1002
Click here to pay

**Invoice No.** PR49091
**Invoice Date** 01/21/25
**Due Date** 11/03/25

**BILL TO**

Barbara DuVan-Clarke, Esq.
Danielle L. GruppChang, Esq.
PJ Van Ert, Esq.
BLACKSTONE LAW, APC
8383 Wilshire Boulevard
Suite 745
Beverly Hills, CA 90211

Invoice for: Blanca Olivarez

**CASE INFO**

Case Name: Olivarez v. Comerica Management Co, Inc.
Neutral: Eve Wagner, Esq.

| DATE | DESCRIPTION | FEE SPLIT | QTY/HOURS | RATE | AMOUNT |
|---|---|---|---|---|---|
| 12/03/25 | One-Time Administrative Fee | 100% | 1.00 | $750.00 | $750.00 |
| 12/03/25 | Class Action/PAGA Full Day Rate Mediation Hearing (8.0 hours hearing, 2.0 hours prep) | 50% | 1.00 | $24,000.00 | $12,000.00 |

**BALANCE DUE** **$12,750.00**
Due Date 11/03/25

Pay via credit card or ACH on SR Global.

A convenience fee of 1.5% is charged for all card payments. Alternatives to card payments include ACH, check, or wire transfer. For more information, contact the SR accounting team at (213) 622-1002.

Make checks payable to Signature Resolution LLC.
633 W. 5th Street, Suite 1000
Los Angeles, CA 90071

Tax ID number: 82-2623581

## CONTINUANCE & CANCELLATION INFORMATION

Last day to cancel or reschedule is November 18, 2025.

Please note that the parties are responsible for time reserved. Unused hours are not refundable.

**From:** Signature Resolution, LLC <receipts+acct_1KDypbHzVjaUYFQX@stripe.com>
**Sent:** Wednesday, October 29, 2025 10:24 AM
**To:** Karen Ramirez
**Subject:** Your Signature Resolution, LLC receipt [#1813-2898]



# Receipt from Signature Resolution, LLC

Receipt #1813-2898

| AMOUNT PAID | DATE PAID | PAYMENT METHOD |
|---|---|---|
| $12,941.25 | Oct 29, 2025, 10:22:47 AM | AMERICA EXPRE - 4002 |

**SUMMARY**

PR49091: Olivarez v. Comerica Management Co, Inc. (RWMKA)

| | |
|---|---|
| Invoice PR49091 × 1 | $12,750.00 |
| Convenience Fee × 1 | $191.25 |
| **Amount paid** | **$12,941.25** |

If you have any questions, contact us at **support@signatureresolution.com** or call us at **+1 866-208-5359**.

Something wrong with the email? View it in your browser.

Z




Berger Consulting Group
P.O. Box 261954
Encino, CA 91426

**INVOICE DATE:** 12/4/2025
**DUE DATE:** 1/4/2026
**INVOICE #** 14367
**FOR:** *Olivarez v Comerica Management*

**Bill To:**
Blackstone Law, APC

| DESCRIPTION | AMOUNT |
|---|---|
| Olivarez v Comerica Management (15.70 hours @ 475/hr Rate) | $7,457.50 |
| **TOTAL** | **$7,457.50** |

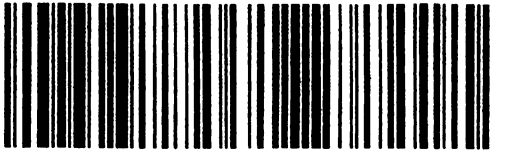
Please make all checks payable to: Berger Consulting Group, LLC
P.O. Box 261954
Encino, CA 91426

For invoice inquires or information regarding electronic payment: accounting@bergerconsultinggroup.com

INVOICE

Blackstone Law APC
8383 Wilshire Blvd Ste 745
Beverly Hills CA 90211-2442

CERTIFIED MAIL



9589 0710 5270 3223 4107 52



$10.98⁰
US POSTAGE IMI
FIRST-CLASS
FROM 90211
08/21/2026
Stamps.com



0633S0014950455

**AA**



COMERICA MANAGEMENT CO, INC.
SHEPPARD, MULLIN, RICHTER & HAMPTON LLP
350 S GRAND AVE STE 4000 FL 40
LOS ANGELES CA 90071-3440

**SENDER: *COMPLETE THIS SECTION***

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Comerica Management Co Inc
Sheppard, Mullin, Richter & Hampton LLP.

350 S Grand Ave Ste 41000
Los Angeles CA 90071-3440



9590 9402 9907 5335 5128 65

2. Article Number *(Transfer from service label)*

9589 0710 5270 3223 4107 52

***COMPLETE THIS SECTION ON DELIVERY***

A. Signature

X

☐ Agent
☐ Addressee

B. Received by *(Printed Name)*

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

Fl 40

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☐ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ ured Mail
- ☐ ured Mail Restricted Delivery
  er $500)
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

USPS TRACKING #





9590 9402 9907 5335 5128 65

First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

Blancca Olivarez

**United States Postal Service**

• Sender: Please print your name, address, and ZIP+4® in this box•

Blackstone Law, APC
8383 Wilshire Blvd., Ste. 745
Beverly Hills, CA 90211

BLACKSTONE LAW

8383 Wilshire Blvd., Suite 745
Beverly Hills, CA 90211
Phone: (310) 622-4278
Fax: (855) 786-6356

Lizeth Marin
lmarin@blackstonepc.com

August 21, 2026

**PAGA Claim Notice Via Online Electronic Submission**
California Labor & Workforce Development Agency
800 Capitol Mall, Suite 5000 (MIC-55)
Sacramento, CA 95814
https://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html

**RE:** ***Blanca Olivarez v. Comerica Management Co., Inc.; Fifth Third Bank, N.A.***

Dear Representative:

On September 5, 2023, pursuant to the Private Attorneys General Act of 2004, California Labor Code sections 2698, *et seq.* ("PAGA"), our office provided notice to the California Labor and Workforce Development Agency ("LWDA") on behalf of Blanca Olivarez ("Claimant") that Claimant intends to bring a representative action seeking penalties for violations of the California Labor Code which are recoverable under PAGA with respect to her claims under the California Labor Code against Comerica Management Co., Inc. and Fifth Third Bank, N.A. a successor by merger to Comerica Management Co., Inc. (including any and all affiliates, subsidiaries, parents, directors, and officers thereof) (collectively referred to herein as "Employers").

We write to inform you of this amended notice.

This letter is being sent simultaneously to Employers by certified mail, and to Employers' counsel in this matter via email.

Employers employed Claimant from approximately April 2022 through September 15, 2025 as a non-exempt, hourly-paid employee. During Claimant's employment with Employers, Claimant was employed performing duties under personal banker-styled positions, first starting under the title "Retail Personal Banker II" at locations through Los Angeles County, such as in Brentwood and Santa Monica.

Claimant is seeking penalties on behalf of herself and in a representative capacity on behalf of the State of California and all current and former hourly-paid and/or non-exempt employees who worked for Employers in the State of California during the relevant statutory period ("Aggrieved Employees"). This letter is being sent in compliance with California Labor Code section 2699.3 and

shall serve as Claimant's notice of the provisions of the California Labor Code alleged to have been violated, including the facts and theories in support thereof.

As detailed below, Employers violated several of California's wage and hour laws during Claimant's employment, including but not limited to California Labor Code sections 201, 202, 203, 204, 210, 221, 225.5, 226(a), 226.3, 226.7, 246, 510, 512(a), 558, 1174(d), 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2800, and 2802, and the Industrial Welfare Commission Wage Orders ("IWC Wage Orders"). The claims made on behalf of Claimant and Aggrieved Employees are based upon the following facts and theories:

## 1. FAILURE TO PAY FOR ALL TIME WORKED AT CORRECT RATES OF PAY, INCLUDING MINIMUM WAGES, STRAIGHT TIME WAGES, AND OVERTIME COMPENSATION

Employers have engaged in numerous unlawful practices which resulted in the failure to pay Claimant and other Aggrieved Employees for all time worked at the correct rates of pay, including minimum wages, straight time wages, and overtime compensation.

California Labor Code sections 1194, 1197, and 1197.1 and IWC Wage Orders require employers to pay at least the legal minimum wage to their employees. California Labor Code sections 510 and 1198 and IWC Wage Orders further require employers to pay no less than one and one-half times the regular rate of pay of the employee for hours worked in excess of eight (8) hours in one workday, for hours worked in excess of forty (40) hours in one workweek, and for the first eight (8) hours worked on the seventh day of work in any one workweek, and to pay no less than twice the regular rate of pay of the employee for hours worked in excess of twelve (12) hours in one workday and for any work in excess of eight (8) hours on any seventh day of a workweek.

Employers regularly required Claimant and other Aggrieved Employees to perform work off-the-clock. Such off-the-clock work included, *inter alia*: (1) coming in early to perform various duties to open a branch, all before clock-in; (2) making coffee runs for other employees before shifts or while otherwise clocked-out; (3) assisting other vendors (*e.g.*, security transports of money such as Brinks) while clocked-out; (4) assisting Employers' customers while clocked out; (5) performing sales after work shifts at Employers' request; (6) driving between branches while clocked out for various reasons; or (7) attending work meetings after clock-out. Employers failed to compensate Claimant and other Aggrieved Employees for any of this off-the-clock work, in violation of California law. In addition, Employers utilized time rounding practices that resulted in the systematic underpayment of wages (including minimum wages, straight time wages and overtime wages) to Claimant and Aggrieved Employees.

Employers also failed to accurately record the actual time worked by Claimant and Aggrieved Employees. Moreover, the uncompensated work described herein was often performed when Claimant and other Aggrieved Employees had already worked eight (8) hours in a day and/or forty (40) hours in week resulting in a failure to pay overtime compensation. Finally, Employers

failed to pay overtime to Claimant and Aggrieved Employees for all overtime hours worked based on regular rates of pay correctly calculated to include all applicable remuneration, including non-discretionary commissions, non-discretionary bonuses, and non-discretionary performance pay.

As a result of the foregoing practices, Employers have failed to pay Claimant and other Aggrieved Employees for all wages earned at the correct rates of pay, including minimum wages, straight time wages, and overtime compensation. Accordingly, Employers violated IWC Wage Orders and California Labor Code sections 204, 510, 1194, 1194.2, 1197, 1197.1 and 1198.

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to penalties paragraph of the applicable IWC Wage Orders; penalties pursuant to California Labor Code sections 225.5, 558, 1197.1, and 1199; and attorneys' fees and costs.

**2. FAILURE TO PROVIDE MEAL PERIODS AND PAY MEAL PERIOD PREMIUMS**

California law requires employers to provide employees with an opportunity to take an uninterrupted meal period of no less than thirty (30) minutes before the end of the fifth hour of work when an employee works more than five (5) hours in a day. Cal. Lab. Code §§ 226.7, 512(a). A second meal period of no less than thirty (30) minutes must be provided before the end of the tenth hour of work when an employee works more than ten (10) hours in a day. Cal. Lab. Code §§ 226.7, 512(a). When an employer fails to provide a meal or rest period, an hour of pay at the employee's regular rate of compensation is owed to the employee. Cal. Lab. Code § 226.7(c).

During the relevant time period, Employers failed to provide Claimant and other Aggrieved Employees with legally compliant 30-minute meal periods. Claimant and other Aggrieved Employees were required by Employers to work more than five (5) hours per day but were not provided with uninterrupted 30-minute meal periods. Further, Claimant and other Aggrieved Employees were not provided with a second uninterrupted 30-minute meal period when they worked over ten (10) hours per day. Employers regularly required Claimant and other Aggrieved Employees to work through their first and second meal periods, to take their first meal period after their fifth ($5^{th}$) hour of work, and/or to take their second meal periods after their tenth ($10^{th}$) hour of work. Meal periods, when provided, were oftentimes interrupted or cut short.

Employers' policies, practices, and procedures were responsible for the violations alleged above and prevented Claimant and other Aggrieved Employees from taking timely, complete and duty-free meal periods because, amongst other reasons: (1) Employers did not have legally-compliant policies regarding the provision and timing of meal periods or systematically disregarded its own purported meal period policies; (2) Employers' management at various levels failed and refused to implement and enforce legally compliant meal period policies and practices; (3) Employers failed to adequately inform and train Claimant and other Aggrieved Employees

regarding their right to take timely, uninterrupted, and duty-free meal periods; (4) Employers failed to adequately inform and train Claimant and other Aggrieved Employees about their right to premium wages for non-compliant meal periods; (5) Employers failed to ensure that there was adequate staffing to allow Claimant and other Aggrieved Employees to take timely, uninterrupted, and duty-free meal periods; (6) Employers required Claimant and other Aggrieved Employees to respond to work-related requests at all times, including during meal periods; and (7) Employers' policy and culture prevented Claimant and other Aggrieved Employees from taking timely, uninterrupted, and duty-free meal periods because of the priority placed on maximizing profits over employees' right to receive timely, uninterrupted, and duty-free meal periods.

Claimant and other Aggrieved Employees did not receive an extra hour of wages at their regular rate of pay for the meal periods which were not provided to them in compliance with California law. Accordingly, Employers violated the applicable IWC Wage Orders and California Labor Code sections 226.7, 512(a), and 1198.

Claimants and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to penalties paragraph of the applicable IWC Wage Orders; penalties pursuant to California Labor Code sections 558 and 1199; and attorneys' fees and costs.

## 3. FAILURE TO AUTHORIZE AND PERMIT REST PERIODS AND PAY REST PERIOD PREMIUMS

California law requires employers to authorize and permit employees to take an uninterrupted rest period of no less than ten (10) minutes rest for every four (4) hours, or major fraction thereof, worked. Cal. Lab. Code § 226.7. When an employer fails to authorize and permit a rest period, an hour of pay at the employee's regular rate of compensation is owed to the employee. Cal. Lab. Code § 226.7(c).

Employers failed to authorize and permit Claimant and other Aggrieved Employees to take legally compliant 10-minute rest periods. Employers required Claimant and other Aggrieved Employees to work through rest periods. Claimant and Aggrieved Employees were not provided with uninterrupted, duty-free rest periods when they worked more than four (4) hours or a major fraction thereof. Further, Claimant and other Aggrieved Employees were not provided with a second uninterrupted, duty-free rest period when they worked more than six (6) hours in a day, or a third uninterrupted, duty-free rest period after working more than ten (10) hours in day. In the rare event that a rest period was taken, it was frequently interrupted or cut short. Moreover, Claimant and other Aggrieved Employees were not completely relieved of duty as required by *Augustus v. ABM Security Services, Inc.*, 2 Cal.5th 257 (2016).

Employers' policies, practices, and procedures were responsible for the violations alleged

above and prevented Claimant and other Aggrieved Employees from taking timely and complete rest periods because, amongst other reasons: (1) Employers did not have legally-compliant policies regarding the provision and timing of rest periods or systematically disregarded its own purported rest period policies; (2) Employers' management at various levels failed and refused to implement and enforce legally compliant rest period policies and practices; (3) Employers failed to adequately inform and train Claimant and other Aggrieved Employees regarding their right to take timely, uninterrupted, and duty-free rest periods; (4) Employers failed to adequately inform and train Claimant and other Aggrieved Employees about their right to premium wages for non-compliant rest periods; (5) Employers failed to ensure that there was adequate staffing to allow Claimant and other Aggrieved Employees to take timely, uninterrupted, and duty-free rest periods; (6) Employers required Claimant and other Aggrieved Employees to respond to work-related requests at all times, including during rest periods; and (7) Employers' policy and culture prevented Claimant and other Aggrieved Employees from taking timely, uninterrupted, and duty-free rest periods because of the priority placed on completing job requirements over employees' right to receive rest periods.

Claimant and other Aggrieved Employees did not receive an extra hour of wages at their regular rate of pay for the rest periods which were not provided to them in compliance with California law. Accordingly, Employers violated the applicable IWC Wage Orders and California Labor Code sections 226.7, and 1198.

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to penalties paragraph of the applicable IWC Wage Orders; Labor Code sections 558 and 1199 penalties; and attorneys' fees and costs.

**4. FAILURE TO TIMELY PAY WAGES DURING EMPLOYMENT**

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. During the relevant time period, Employers have failed to timely pay all wages earned because Claimant and other Aggrieved Employees were not paid all the wages they were owed including, *inter alia,* overtime compensation, straight time wages, minimum wages, and meal and rest period premiums, and any other wages due (*e.g.*, bonuses, commissions, gratuities, etc). Accordingly, Employers violated California Labor Code section 204(a).

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to Labor Code section 2699; penalties pursuant to California Labor Code sections 210 and 1199; and

attorneys' fees and costs.

## 5. VIOLATIONS REGARING CALIFORNIA SICK LEAVE/SICK PAY LAWS

California Labor Code sections 245 – 249 provide various protections regarding sick leave for California employees, including accrual of sick leave, notice that California employers must provide to their employees regarding sick leave, etc. Among those, California Labor Code section 246(i) requires an employer to provide written notice about available sick leave, and states in relevant part:

> "An employer shall provide an employee with written notice that sets forth the amount of paid sick leave available, or paid time off leave an employer provides in lieu of sick leave, for use on either the employee's itemized wage statement described in Section 226 or in a separate writing provided on the designated pay date with the employee's payment of wages."

California Labor Code section 246.5 further provides requirements for employer provision of paid sick days for various purposes and sets out various rights of California employees regarding use of sick time/sick pay.

California Labor Code section 248.5, including section (e), provides mechanisms by which an employer may be held liable for violations of sick leave laws within the California Labor Code.

Employers failed to provide proper accrued sick leave to Claimant and Aggrieved Employees and failed to provide proper notice about accrued sick leave. Claimant and Aggrieved Employees requested use of accrued sick leave but were improperly denied permission to use accrued sick leave hours and were instead counted as absent without pay if they attempted to use them. Employers' sick leave policies do not comply with the California Labor Code. Therefore, Employers violated California Labor Code sections 245-249, including 246(i) and 246.5, among others.

Claimant and Aggrieved Employees will therefore seek PAGA default penalties; penalties pursuant to the relevant California Labor Code section including section 248.5; all available equitable and injunctive relief; and attorneys' fees and costs.

## 6. FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS

California Labor Code section 226(a) requires an employer semimonthly or at the time of each payment of wages to furnish wage statements to its employees setting forth, *inter alia*, (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, and (8) the name and address of the legal entity that is the employer.

As a result of the practices described herein, the wage statements provided to Claimant and

other Aggrieved Employees failed to include the actual hours worked (including time spent working off-the-clock), the actual gross wages earned (including wages owed for time spent working off the clock and meal and rest period premiums), and the correct rates of pay. The wage statements provided to Claimant and other Aggrieved Employees also failed to include the name of the legal entity that employed Claimant and the Aggrieved Employees. Accordingly, Employers violated California Labor Code section 226(a).

Claimant and Aggrieved Employees will therefore seek PAGA default penalties; penalties pursuant to California Labor Code section 226.3; and attorneys' fees and costs.

## 7. FAILURE TO MAINTAIN ACCURATE RECORDS

California Labor Code section 1174(d) requires an employer to keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the commission, but in any case, shall be kept on file for not less than two years. During the relevant time period, Employers have failed to maintain accurate records relating to Claimant and other Aggrieved Employees' work periods, meal periods, total daily hours worked, and total hours worked per payroll period. Accordingly, Employers violated the applicable IWC Wage Orders and California Labor Code sections 1198.5 and 1174(d).

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to penalties paragraph of the applicable IWC Wage Orders; California Labor Code section 1174.5 penalties; and attorneys' fees and costs.

## 8. FAILURE TO REIMBURSE NECESSARY EXPENDITURES

California Labor Code sections 2800 and 2802 require an employer to reimburse its employees for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. The IWC Wage Orders require employers to provide employees with the tools or equipment necessary for the performance of their job. During the relevant time period, Claimant and Aggrieved Employees incurred necessary business-related expenses and costs that were not fully reimbursed by Employers. These costs include, but are not limited to: (1) minor supplies for Employers' office (*e.g.*, desk or kitchen items for use of others at the direction of Employers); (2) mileage for on-the-clock driving for Employers' purposes at the expense of Claimant and Aggrieved Employees; (3) unreimbursed team event purchases at the direction of Employers (*e.g.*, refreshments for Employers' events); and (4) and the usage of personal cell phones and internet service related thereto for work-related purposes.

Accordingly, Employers violated the IWC Orders and California Labor Code sections 2800 and 2802. Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to penalties paragraph of the applicable IWC Wage Orders; and attorneys' fees and costs.

## 9. FAILURE TO TIMELY PAY ALL WAGES UPON TERMINATION OF EMPLOYMENT

California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

During the relevant time period, upon the termination of employment (including but not limited to when they were temporarily laid off, laid off, discharged, and/or resigned), Aggrieved Employees were not paid all wages due to them within twenty-four (24) hours or even within seventy-two (72) hours for those who resigned. Specifically, as a result of Employers' practices of requiring Aggrieved Employees to work off-the-clock without compensation, failing to pay proper overtime compensation, unlawful rounding practices, failure to properly calculate regular rates, and failure to accurately record all hours actually worked, Employers failed to pay Aggrieved Employees for all straight time wage, minimum wages and overtime compensation owed to them upon termination of their employment. Employers also failed to pay Aggrieved Employees for meal period premiums and rest period premiums they were owed, amongst other wages. Accordingly, Employers violated California Labor Code sections 201 and 202.

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to California Labor Code sections 203 and 1199; and attorneys' fees and costs.

## 10. EMPLOYER'S OTHER VIOLATIONS OF THE CALIFORNIA LABOR CODE

Finally, pursuant to *Huff v. Securitas Security Services USA, Inc.* (2018) 25 Cal.App.5th 745 ("*Huff*"), as an Aggrieved Employee, Claimant has standing, and intends, on behalf of LWDA, to pursue civil penalties against Employer for any and all other Labor Code violations committed by Employer. In *Huff*, the California Court of Appeals held that an employee alleging a single violation of the Labor Code under PAGA may also bring PAGA claims against Employer for all other alleged Labor Code violations, even those suffered by other employees of the same employer. According to the *Huff* decision, Employee, as an "aggrieved" employee affected by at least one Labor Code violation may, and hereby does, pursue penalties on behalf of LWDA for unrelated Labor Code violations by Employer.

Employers are in direct violation of numerous California wage and hour laws including but not limited to said sections stated above. We hereby provide notice under the California Labor Code Private Attorneys General Act of 2004, California Labor Code Sections 2698, et seq., and specifically ask for an investigation, or if the agency does not intend to investigate the alleged violations, a letter confirming the same so that we may allege a cause of action under PAGA against Employers for the violations discussed in this letter.

This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3. By law, an employee alleging a violation of one of the above referenced sections must notify his or her employer and the Labor and Workforce Development Agency (LWDA) before he or she can invoke the provisions of Sections 2699, et seq., by seeking redress in court. Cal. Lab. Code § 2699.3(a)(1). The LWDA must then notify the employer and the employee within 60 calendar days regarding whether it intends to investigate the alleged violation. Cal. Lab. Code § 2699.3(a)(2)(B). If the LWDA advises it will not investigate, or if no notice is provided within 65 calendar days, the employee may file a lawsuit invoking the provisions under Labor Code § 2699. Cal. Lab. Code § 2699.3(a)(2)(A). It is Claimant's intention to file a civil complaint and to bring the appropriate claims under California Labor Code § 2699 on behalf of themselves, the State of California and all Aggrieved Employees should your office not address Employers' alleged violations within this time.

If you have any questions or require additional information, please do not hesitate to contact my office. Thank you for your attention to this matter.

**BLACKSTONE LAW**

*Lizeth Marin*

Lizeth Marin, Esq.

cc: By E-mail and U.S. Certified Mail, Return Receipt Requested

**Comerica Management Co, Inc.**
c/o Sheppard, Mullin, Richter & Hampton LLP
350 South Grand Ave, 40th Floor
Los Angeles, CA 90071-1422

**Fifth Third Bank, N.A.**
C/O Sheppard, Mullin, Richter & Hampton LLO
350 South Grand Ave, 40th Floor
Los Angeles, CA 90071-1422

Blackstone Law APC
8383 Wilshire Blvd Ste 745
Beverly Hills CA 90211-2442

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Sheppard, Mullin, Richter & Hampton LLP
350 S Grand Ave #140
Los Angeles CA 90071-3460



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Blanca Olivarez

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Beverly Hills, CA 90211
Phone: (310) 622-4278
Fax: (855) 786-6356

Lizeth Marin
lmarin@blackstonepc.com

August 21, 2026

**PAGA Claim Notice Via Online Electronic Submission**
California Labor & Workforce Development Agency
800 Capitol Mall, Suite 5000 (MIC-55)
Sacramento, CA 95814
https://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html

**RE:** ***Blanca Olivarez v. Comerica Management Co., Inc.; Fifth Third Bank, N.A.***

Dear Representative:

On September 5, 2023, pursuant to the Private Attorneys General Act of 2004, California Labor Code sections 2698, *et seq.* ("PAGA"), our office provided notice to the California Labor and Workforce Development Agency ("LWDA") on behalf of Blanca Olivarez ("Claimant") that Claimant intends to bring a representative action seeking penalties for violations of the California Labor Code which are recoverable under PAGA with respect to her claims under the California Labor Code against Comerica Management Co., Inc. and Fifth Third Bank, N.A. a successor by merger to Comerica Management Co., Inc. (including any and all affiliates, subsidiaries, parents, directors, and officers thereof) (collectively referred to herein as "Employers").

We write to inform you of this amended notice.

This letter is being sent simultaneously to Employers by certified mail, and to Employers' counsel in this matter via email.

Employers employed Claimant from approximately April 2022 through September 15, 2025 as a non-exempt, hourly-paid employee. During Claimant's employment with Employers, Claimant was employed performing duties under personal banker-styled positions, first starting under the title "Retail Personal Banker II" at locations through Los Angeles County, such as in Brentwood and Santa Monica.

Claimant is seeking penalties on behalf of herself and in a representative capacity on behalf of the State of California and all current and former hourly-paid and/or non-exempt employees who worked for Employers in the State of California during the relevant statutory period ("Aggrieved Employees"). This letter is being sent in compliance with California Labor Code section 2699.3 and

shall serve as Claimant's notice of the provisions of the California Labor Code alleged to have been violated, including the facts and theories in support thereof.

As detailed below, Employers violated several of California's wage and hour laws during Claimant's employment, including but not limited to California Labor Code sections 201, 202, 203, 204, 210, 221, 225.5, 226(a), 226.3, 226.7, 246, 510, 512(a), 558, 1174(d), 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2800, and 2802, and the Industrial Welfare Commission Wage Orders ("IWC Wage Orders"). The claims made on behalf of Claimant and Aggrieved Employees are based upon the following facts and theories:

## 1. FAILURE TO PAY FOR ALL TIME WORKED AT CORRECT RATES OF PAY, INCLUDING MINIMUM WAGES, STRAIGHT TIME WAGES, AND OVERTIME COMPENSATION

Employers have engaged in numerous unlawful practices which resulted in the failure to pay Claimant and other Aggrieved Employees for all time worked at the correct rates of pay, including minimum wages, straight time wages, and overtime compensation.

California Labor Code sections 1194, 1197, and 1197.1 and IWC Wage Orders require employers to pay at least the legal minimum wage to their employees. California Labor Code sections 510 and 1198 and IWC Wage Orders further require employers to pay no less than one and one-half times the regular rate of pay of the employee for hours worked in excess of eight (8) hours in one workday, for hours worked in excess of forty (40) hours in one workweek, and for the first eight (8) hours worked on the seventh day of work in any one workweek, and to pay no less than twice the regular rate of pay of the employee for hours worked in excess of twelve (12) hours in one workday and for any work in excess of eight (8) hours on any seventh day of a workweek.

Employers regularly required Claimant and other Aggrieved Employees to perform work off-the-clock. Such off-the-clock work included, *inter alia*: (1) coming in early to perform various duties to open a branch, all before clock-in; (2) making coffee runs for other employees before shifts or while otherwise clocked-out; (3) assisting other vendors (*e.g.*, security transports of money such as Brinks) while clocked-out; (4) assisting Employers' customers while clocked out; (5) performing sales after work shifts at Employers' request; (6) driving between branches while clocked out for various reasons; or (7) attending work meetings after clock-out. Employers failed to compensate Claimant and other Aggrieved Employees for any of this off-the-clock work, in violation of California law. In addition, Employers utilized time rounding practices that resulted in the systematic underpayment of wages (including minimum wages, straight time wages and overtime wages) to Claimant and Aggrieved Employees.

Employers also failed to accurately record the actual time worked by Claimant and Aggrieved Employees. Moreover, the uncompensated work described herein was often performed when Claimant and other Aggrieved Employees had already worked eight (8) hours in a day and/or forty (40) hours in week resulting in a failure to pay overtime compensation. Finally, Employers

failed to pay overtime to Claimant and Aggrieved Employees for all overtime hours worked based on regular rates of pay correctly calculated to include all applicable remuneration, including non-discretionary commissions, non-discretionary bonuses, and non-discretionary performance pay.

As a result of the foregoing practices, Employers have failed to pay Claimant and other Aggrieved Employees for all wages earned at the correct rates of pay, including minimum wages, straight time wages, and overtime compensation. Accordingly, Employers violated IWC Wage Orders and California Labor Code sections 204, 510, 1194, 1194.2, 1197, 1197.1 and 1198.

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to penalties paragraph of the applicable IWC Wage Orders; penalties pursuant to California Labor Code sections 225.5, 558, 1197.1, and 1199; and attorneys' fees and costs.

**2. FAILURE TO PROVIDE MEAL PERIODS AND PAY MEAL PERIOD PREMIUMS**

California law requires employers to provide employees with an opportunity to take an uninterrupted meal period of no less than thirty (30) minutes before the end of the fifth hour of work when an employee works more than five (5) hours in a day. Cal. Lab. Code §§ 226.7, 512(a). A second meal period of no less than thirty (30) minutes must be provided before the end of the tenth hour of work when an employee works more than ten (10) hours in a day. Cal. Lab. Code §§ 226.7, 512(a). When an employer fails to provide a meal or rest period, an hour of pay at the employee's regular rate of compensation is owed to the employee. Cal. Lab. Code § 226.7(c).

During the relevant time period, Employers failed to provide Claimant and other Aggrieved Employees with legally compliant 30-minute meal periods. Claimant and other Aggrieved Employees were required by Employers to work more than five (5) hours per day but were not provided with uninterrupted 30-minute meal periods. Further, Claimant and other Aggrieved Employees were not provided with a second uninterrupted 30-minute meal period when they worked over ten (10) hours per day. Employers regularly required Claimant and other Aggrieved Employees to work through their first and second meal periods, to take their first meal period after their fifth ($5^{th}$) hour of work, and/or to take their second meal periods after their tenth ($10^{th}$) hour of work. Meal periods, when provided, were oftentimes interrupted or cut short.

Employers' policies, practices, and procedures were responsible for the violations alleged above and prevented Claimant and other Aggrieved Employees from taking timely, complete and duty-free meal periods because, amongst other reasons: (1) Employers did not have legally-compliant policies regarding the provision and timing of meal periods or systematically disregarded its own purported meal period policies; (2) Employers' management at various levels failed and refused to implement and enforce legally compliant meal period policies and practices; (3) Employers failed to adequately inform and train Claimant and other Aggrieved Employees

regarding their right to take timely, uninterrupted, and duty-free meal periods; (4) Employers failed to adequately inform and train Claimant and other Aggrieved Employees about their right to premium wages for non-compliant meal periods; (5) Employers failed to ensure that there was adequate staffing to allow Claimant and other Aggrieved Employees to take timely, uninterrupted, and duty-free meal periods; (6) Employers required Claimant and other Aggrieved Employees to respond to work-related requests at all times, including during meal periods; and (7) Employers' policy and culture prevented Claimant and other Aggrieved Employees from taking timely, uninterrupted, and duty-free meal periods because of the priority placed on maximizing profits over employees' right to receive timely, uninterrupted, and duty-free meal periods.

Claimant and other Aggrieved Employees did not receive an extra hour of wages at their regular rate of pay for the meal periods which were not provided to them in compliance with California law. Accordingly, Employers violated the applicable IWC Wage Orders and California Labor Code sections 226.7, 512(a), and 1198.

Claimants and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to penalties paragraph of the applicable IWC Wage Orders; penalties pursuant to California Labor Code sections 558 and 1199; and attorneys' fees and costs.

## 3. FAILURE TO AUTHORIZE AND PERMIT REST PERIODS AND PAY REST PERIOD PREMIUMS

California law requires employers to authorize and permit employees to take an uninterrupted rest period of no less than ten (10) minutes rest for every four (4) hours, or major fraction thereof, worked. Cal. Lab. Code § 226.7. When an employer fails to authorize and permit a rest period, an hour of pay at the employee's regular rate of compensation is owed to the employee. Cal. Lab. Code § 226.7(c).

Employers failed to authorize and permit Claimant and other Aggrieved Employees to take legally compliant 10-minute rest periods. Employers required Claimant and other Aggrieved Employees to work through rest periods. Claimant and Aggrieved Employees were not provided with uninterrupted, duty-free rest periods when they worked more than four (4) hours or a major fraction thereof. Further, Claimant and other Aggrieved Employees were not provided with a second uninterrupted, duty-free rest period when they worked more than six (6) hours in a day, or a third uninterrupted, duty-free rest period after working more than ten (10) hours in day. In the rare event that a rest period was taken, it was frequently interrupted or cut short. Moreover, Claimant and other Aggrieved Employees were not completely relieved of duty as required by *Augustus v. ABM Security Services, Inc.*, 2 Cal 5th 257 (2016).

Employers' policies, practices, and procedures were responsible for the violations alleged

above and prevented Claimant and other Aggrieved Employees from taking timely and complete rest periods because, amongst other reasons: (1) Employers did not have legally-compliant policies regarding the provision and timing of rest periods or systematically disregarded its own purported rest period policies; (2) Employers' management at various levels failed and refused to implement and enforce legally compliant rest period policies and practices; (3) Employers failed to adequately inform and train Claimant and other Aggrieved Employees regarding their right to take timely, uninterrupted, and duty-free rest periods; (4) Employers failed to adequately inform and train Claimant and other Aggrieved Employees about their right to premium wages for non-compliant rest periods; (5) Employers failed to ensure that there was adequate staffing to allow Claimant and other Aggrieved Employees to take timely, uninterrupted, and duty-free rest periods; (6) Employers required Claimant and other Aggrieved Employees to respond to work-related requests at all times, including during rest periods; and (7) Employers' policy and culture prevented Claimant and other Aggrieved Employees from taking timely, uninterrupted, and duty-free rest periods because of the priority placed on completing job requirements over employees' right to receive rest periods.

Claimant and other Aggrieved Employees did not receive an extra hour of wages at their regular rate of pay for the rest periods which were not provided to them in compliance with California law. Accordingly, Employers violated the applicable IWC Wage Orders and California Labor Code sections 226.7, and 1198.

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to penalties paragraph of the applicable IWC Wage Orders; Labor Code sections 558 and 1199 penalties; and attorneys' fees and costs.

**4. FAILURE TO TIMELY PAY WAGES DURING EMPLOYMENT**

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. During the relevant time period, Employers have failed to timely pay all wages earned because Claimant and other Aggrieved Employees were not paid all the wages they were owed including, *inter alia,* overtime compensation, straight time wages, minimum wages, and meal and rest period premiums, and any other wages due (*e.g.*, bonuses, commissions, gratuities, etc). Accordingly, Employers violated California Labor Code section 204(a).

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to Labor Code section 2699; penalties pursuant to California Labor Code sections 210 and 1199; and

attorneys' fees and costs.

## 5. VIOLATIONS REGARING CALIFORNIA SICK LEAVE/SICK PAY LAWS

California Labor Code sections 245 – 249 provide various protections regarding sick leave for California employees, including accrual of sick leave, notice that California employers must provide to their employees regarding sick leave, etc. Among those, California Labor Code section 246(i) requires an employer to provide written notice about available sick leave, and states in relevant part:

> "An employer shall provide an employee with written notice that sets forth the amount of paid sick leave available, or paid time off leave an employer provides in lieu of sick leave, for use on either the employee's itemized wage statement described in Section 226 or in a separate writing provided on the designated pay date with the employee's payment of wages."

California Labor Code section 246.5 further provides requirements for employer provision of paid sick days for various purposes and sets out various rights of California employees regarding use of sick time/sick pay.

California Labor Code section 248.5, including section (e), provides mechanisms by which an employer may be held liable for violations of sick leave laws within the California Labor Code.

Employers failed to provide proper accrued sick leave to Claimant and Aggrieved Employees and failed to provide proper notice about accrued sick leave. Claimant and Aggrieved Employees requested use of accrued sick leave but were improperly denied permission to use accrued sick leave hours and were instead counted as absent without pay if they attempted to use them. Employers' sick leave policies do not comply with the California Labor Code. Therefore, Employers violated California Labor Code sections 245-249, including 246(i) and 246.5, among others.

Claimant and Aggrieved Employees will therefore seek PAGA default penalties; penalties pursuant to the relevant California Labor Code section including section 248.5; all available equitable and injunctive relief; and attorneys' fees and costs.

## 6. FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS

California Labor Code section 226(a) requires an employer semimonthly or at the time of each payment of wages to furnish wage statements to its employees setting forth, *inter alia*, (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, and (8) the name and address of the legal entity that is the employer.

As a result of the practices described herein, the wage statements provided to Claimant and

other Aggrieved Employees failed to include the actual hours worked (including time spent working off-the-clock), the actual gross wages earned (including wages owed for time spent working off the clock and meal and rest period premiums), and the correct rates of pay. The wage statements provided to Claimant and other Aggrieved Employees also failed to include the name of the legal entity that employed Claimant and the Aggrieved Employees. Accordingly, Employers violated California Labor Code section 226(a).

Claimant and Aggrieved Employees will therefore seek PAGA default penalties; penalties pursuant to California Labor Code section 226.3; and attorneys' fees and costs.

## 7. FAILURE TO MAINTAIN ACCURATE RECORDS

California Labor Code section 1174(d) requires an employer to keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the commission, but in any case, shall be kept on file for not less than two years. During the relevant time period, Employers have failed to maintain accurate records relating to Claimant and other Aggrieved Employees' work periods, meal periods, total daily hours worked, and total hours worked per payroll period. Accordingly, Employers violated the applicable IWC Wage Orders and California Labor Code sections 1198.5 and 1174(d).

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to penalties paragraph of the applicable IWC Wage Orders; California Labor Code section 1174.5 penalties; and attorneys' fees and costs.

## 8. FAILURE TO REIMBURSE NECESSARY EXPENDITURES

California Labor Code sections 2800 and 2802 require an employer to reimburse its employees for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. The IWC Wage Orders require employers to provide employees with the tools or equipment necessary for the performance of their job. During the relevant time period, Claimant and Aggrieved Employees incurred necessary business-related expenses and costs that were not fully reimbursed by Employers. These costs include, but are not limited to: (1) minor supplies for Employers' office (*e.g.*, desk or kitchen items for use of others at the direction of Employers); (2) mileage for on-the-clock driving for Employers' purposes at the expense of Claimant and Aggrieved Employees; (3) unreimbursed team event purchases at the direction of Employers (*e.g.*, refreshments for Employers' events); and (4) and the usage of personal cell phones and internet service related thereto for work-related purposes.

Accordingly, Employers violated the IWC Orders and California Labor Code sections 2800 and 2802. Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to penalties paragraph of the applicable IWC Wage Orders; and attorneys' fees and costs.

## 9. FAILURE TO TIMELY PAY ALL WAGES UPON TERMINATION OF EMPLOYMENT

California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

During the relevant time period, upon the termination of employment (including but not limited to when they were temporarily laid off, laid off, discharged, and/or resigned), Aggrieved Employees were not paid all wages due to them within twenty-four (24) hours or even within seventy-two (72) hours for those who resigned. Specifically, as a result of Employers' practices of requiring Aggrieved Employees to work off-the-clock without compensation, failing to pay proper overtime compensation, unlawful rounding practices, failure to properly calculate regular rates, and failure to accurately record all hours actually worked, Employers failed to pay Aggrieved Employees for all straight time wage, minimum wages and overtime compensation owed to them upon termination of their employment. Employers also failed to pay Aggrieved Employees for meal period premiums and rest period premiums they were owed, amongst other wages. Accordingly, Employers violated California Labor Code sections 201 and 202.

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to California Labor Code sections 203 and 1199; and attorneys' fees and costs.

## 10. EMPLOYER'S OTHER VIOLATIONS OF THE CALIFORNIA LABOR CODE

Finally, pursuant to *Huff v. Securitas Security Services USA, Inc.* (2018) 25 Cal.App.5th 745 ("*Huff*"), as an Aggrieved Employee, Claimant has standing, and intends, on behalf of LWDA, to pursue civil penalties against Employer for any and all other Labor Code violations committed by Employer. In *Huff*, the California Court of Appeals held that an employee alleging a single violation of the Labor Code under PAGA may also bring PAGA claims against Employer for all other alleged Labor Code violations, even those suffered by other employees of the same employer. According to the *Huff* decision, Employee, as an "aggrieved" employee affected by at least one Labor Code violation may, and hereby does, pursue penalties on behalf of LWDA for unrelated Labor Code violations by Employer.

Employers are in direct violation of numerous California wage and hour laws including but not limited to said sections stated above. We hereby provide notice under the California Labor Code Private Attorneys General Act of 2004, California Labor Code Sections 2698, et seq., and specifically ask for an investigation, or if the agency does not intend to investigate the alleged violations, a letter confirming the same so that we may allege a cause of action under PAGA against Employers for the violations discussed in this letter.

This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3. By law, an employee alleging a violation of one of the above referenced sections must notify his or her employer and the Labor and Workforce Development Agency (LWDA) before he or she can invoke the provisions of Sections 2699, et seq., by seeking redress in court. Cal. Lab. Code § 2699.3(a)(1). The LWDA must then notify the employer and the employee within 60 calendar days regarding whether it intends to investigate the alleged violation. Cal. Lab. Code § 2699.3(a)(2)(B). If the LWDA advises it will not investigate, or if no notice is provided within 65 calendar days, the employee may file a lawsuit invoking the provisions under Labor Code § 2699. Cal. Lab. Code § 2699.3(a)(2)(A). It is Claimant's intention to file a civil complaint and to bring the appropriate claims under California Labor Code § 2699 on behalf of themselves, the State of California and all Aggrieved Employees should your office not address Employers' alleged violations within this time.

If you have any questions or require additional information, please do not hesitate to contact my office. Thank you for your attention to this matter.

**BLACKSTONE LAW**

*Lizeth Marin*

Lizeth Marin, Esq.

cc: By E-mail and U.S. Certified Mail, Return Receipt Requested

**Comerica Management Co, Inc.**
c/o Sheppard, Mullin, Richter & Hampton LLP
350 South Grand Ave, 40th Floor
Los Angeles, CA 90071-1422

**Fifth Third Bank, N.A.**
C/O Sheppard, Mullin, Richter & Hampton LLO
350 South Grand Ave, 40th Floor
Los Angeles, CA 90071-1422

**Blackstone Law**

**Client ID:** 6110240801
**Invoice No:** 202609110240801

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CC

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Dept. 2016
PO Box 122016
Dallas, TX 75312-2016

**Please Send Correspondence to:**

File & ServeXpress
Attn: Accounts Receivable
4347 W. Northwest Hwy, Ste 130 - 280
Dallas, TX 75220

**Amount Due (USD): $240.09**

**Blackstone Law**
Attn: Jonathan Genish
8383 Wilshire Blvd., Suite 745

Beverly Hills, CA 90211

**Invoice Date:** 01-Oct-2026
**Billing Period:** 202609
**Invoice No:** 202609110240801
**Customer ID:** 6110240801
**Terms:** Payments by check due net 10 days from date of receipt

## Invoice Summary

| | |
|---|---|
| **Transaction Subtotal:** | $220.09 |
| **Adjusted Subtotal:** | $220.09 |
| **Sales Tax:** | $0.00 |
| **Court Fees / Postage:** | $20.00 |
| **Fee for Paper Invoice:** | $0.00 |
| **Total Charges:** | $240.09 |

Thank you for using File & ServeXpress. If you have questions about this statement, would like a copy of a specific invoice, or have a problem with payment, please email invoicing@fileandserve.com. Questions regarding past invoices must be submitted within 60 days of receipt of the invoice.

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An interest charge of 1.5% per month will accrue on unpaid amounts thirty (30) days after the invoice date. In addition to the above charge, Court Fees not paid within thirty (30) days after the invoice date will bear an administrative fee of up to twenty percent (20%) of the outstanding statutory Court Fees.

**Blackstone Law**
**Client ID:** 6110240801
**Invoice No:** 202609110240801

File & ServeXpress™

# Filing / Service Charges

**Court** CA Superior Court County of San Francisco-Civil

**Case Number:** CGC-24-613901
**Case Style:** Olivarez, Blanca vs Comerica Management Co Inc et al

**Transaction ID:** 80725094
**Billing Ref:**
**Documents:** JOINT CASE MANAGEMENT CONFERENCE STATEMENT
**Parties:** Olivarez, Blanca (Plaintiff)
**Authorized By:** Lizeth Marin
**Filed By:** Lorena Bautista
4 Page(s)
Client: Matter:

**Charges:**

| Product / Service | Date | Fee | Tax | Total |
|---|---|---|---|---|
| Court Administrative Fee | 9/23/2026 5:07:42PM | $0.30 | $0.00 | $0.30 |
| Court Courtesy Copies | 9/23/2026 5:07:44PM | $30.96 | $0.00 | $30.96 |
| EFM Transaction Fee | 9/23/2026 5:07:42PM | $4.25 | $0.00 | $4.25 |
| Filing | 9/23/2026 5:07:42PM | $10.35 | $0.00 | $10.35 |
| Online Service | 9/23/2026 5:07:42PM | $14.95 | $0.00 | $14.95 |
| **Total:** | | **$60.81** | **$0.00** | **$60.81** |

**Summary for Case** **CGC-24-613901** **$60.81** **$0.00** **$60.81**

**Case Number:** CGC-24-617468
**Case Style:** New Case

**Transaction ID:** 80622989
**Billing Ref:**
**Documents:** CASE MANAGEMENT STATEMENT
**Parties:** KING, individually, and on behalf of Aggrieved Employees pursuant to the Califor, TOKIEO (Plaintiff)
**Authorized By:** Annabel Blanchard
**Filed By:** Lorena Bautista
7 Page(s)
Client: Matter:

**Charges:**

| Product / Service | Date | Fee | Tax | Total |
|---|---|---|---|---|
| Court Administrative Fee | 9/11/2026 7:12:39PM | $0.30 | $0.00 | $0.30 |
| Court Courtesy Copies | 9/11/2026 7:12:40PM | $31.68 | $0.00 | $31.68 |
| EFM Transaction Fee | 9/11/2026 7:12:39PM | $4.25 | $0.00 | $4.25 |
| Filing | 9/11/2026 7:12:39PM | $8.05 | $0.00 | $8.05 |
| Online Service | 9/11/2026 7:12:39PM | $9.20 | $0.00 | $9.20 |
| **Total:** | | **$53.48** | **$0.00** | **$53.48** |

**Summary for Case** **CGC-24-617468** **$53.48** **$0.00** **$53.48**

**Case Number:** CGC-25-624594
**Case Style:** Swearington, Allan vs San Francisco Baseball Associates LLC et al

**Transaction ID:** 80712910
**Billing Ref:**
**Documents:** FIRST AMENDED CLASS ACTION COMPLAINT
**Parties:** SWEARINGTON,, ALLAN (Plaintiff)
**Authorized By:** Sage Stone
**Filed By:** Daina Lindsey
30 Page(s)
Client: Matter:

**Charges:**

| Product / Service | Date | Fee | Tax | Total |
|---|---|---|---|---|
| Court Administrative Fee | 9/22/2026 6:00:21PM | $0.30 | $0.00 | $0.30 |
| EFM Transaction Fee | 9/22/2026 6:00:21PM | $4.25 | $0.00 | $4.25 |
| Filing | 9/22/2026 6:00:21PM | $10.35 | $0.00 | $10.35 |
| Online Service | 9/22/2026 6:00:21PM | $14.95 | $0.00 | $14.95 |
| **Total:** | | **$29.85** | **$0.00** | **$29.85** |

**Summary for Case** **CGC-25-624594** **$29.85** **$0.00** **$29.85**

**Case Number:** CGC-25-625111
**Case Style:** Gaines, Meika Ellison vs Geozoning Inc et al

**Transaction ID:** 80535832
**Authorized By:** Jasmine Kianfard

## Filing / Service Charges

**Billing Ref:** **Filed By:** Ana Turcios
**Documents:** NOTICE OF ENTRY OF JUDGMENT OR ORDER 45 Page(s)
**Parties:** GAINES, MEIKA ELLISON (Plaintiff) Client: Matter:

**Charges:**

| Product / Service | Date | Fee | Tax | Total |
|---|---|---|---|---|
| Court Administrative Fee | 9/2/2026 3:14:21PM | $0.30 | $0.00 | $0.30 |
| EFM Transaction Fee | 9/2/2026 3:14:21PM | $4.25 | $0.00 | $4.25 |
| Filing | 9/2/2026 3:14:21PM | $10.35 | $0.00 | $10.35 |
| Online Service | 9/2/2026 3:14:21PM | $14.95 | $0.00 | $14.95 |
| **Total:** | | **$29.85** | **$0.00** | **$29.85** |

**Summary for Case** **CGC-25-625111** **$29.85** **$0.00** **$29.85**

**Case Number:** CGC-25-631645
**Case Style:** Aaron Stone v. ATG San Francisco, LLC, et al

**Transaction ID:** 80527357 **Authorized By:** Karen Gold
**Billing Ref:** Stone-ATG **Filed By:** Karen Gold
**Documents:** JOINT STIPULATION TO CONTINUE THE OCTOBER 22, 2026, CASE MANAGEMENT CONFERENCE; [PROPOSED] ORDER 5 Page(s)
**Parties:** STONE, individually, and on behalf of other similarly situated employees,, AARON (Plaintiff) Client: Matter:

**Charges:**

| Product / Service | Date | Fee | Tax | Total |
|---|---|---|---|---|
| Court Administrative Fee | 9/1/2026 7:02:01PM | $0.30 | $0.00 | $0.30 |
| Court Courtesy Copies | 9/1/2026 7:02:10PM | $31.20 | $0.00 | $31.20 |
| EFM Transaction Fee | 9/1/2026 7:02:01PM | $4.25 | $0.00 | $4.25 |
| Filing | 9/1/2026 7:02:01PM | $10.35 | $0.00 | $10.35 |
| Statutory Filing Fee | 9/16/2026 12:23:06AM | $20.00 | $0.00 | $20.00 |
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**Summary for Case** **CGC-25-631645** **$66.10** **$0.00** **$66.10**

## Filing / Service Charges

# DD

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Organization: **Blackstone Law**
User: **All Users**
Court Name: **CA Superior Court County of San Francisco-Civil**
Case Name:
Case Number:
For: **November, 2026**

**Billing Information**
**All Fees**
Search Created:
11/10/2026 16:14:24 GMT-0600 (Central Standard Time)

**Italic Items are Credit Card Transactions and they are not added to your fee totals.* Others are part of your monthly billing.

| Transaction ID / Alert ID | ▲Date | Product / Service | Total | Authorizer / Purchaser / Creator | Submitter | Billing Reference / Alert Name | Court | Case Number | Case Name |
|---|---|---|---|---|---|---|---|---|---|
| 81293665 | 11/6/2026 12:11:29 PM ET | Court Administrative Fee | $0.30 | Lizeth Marin | Lorena Bautista | | CA Superior Court County of San Francisco-Civil | **CGC-24-613901** | Olivarez, Blanca vs Comerica Management Co Inc et al |
| 81293665 | 11/6/2026 12:11:29 PM ET | Court Cost Recovery Fee | $0.00 | Lizeth Marin | Lorena Bautista | | CA Superior Court County of San Francisco-Civil | **CGC-24-613901** | Olivarez, Blanca vs Comerica Management Co Inc et al |
| 81293665 | 11/6/2026 12:11:29 PM ET | EFM Transaction Fee | $4.25 | Lizeth Marin | Lorena Bautista | | CA Superior Court County of San Francisco-Civil | **CGC-24-613901** | Olivarez, Blanca vs Comerica Management Co Inc et al |
| 81293665 | 11/6/2026 12:11:29 PM ET | Filing | $10.35 | Lizeth Marin | Lorena Bautista | | CA Superior Court County of San Francisco-Civil | **CGC-24-613901** | Olivarez, Blanca vs Comerica Management Co Inc et al |
| 81293665 | 11/6/2026 12:11:29 PM ET | Online Service | $14.95 | Lizeth Marin | Lorena Bautista | | CA Superior Court County of San Francisco-Civil | **CGC-24-613901** | Olivarez, Blanca vs Comerica Management Co Inc et al |
| 81293665 | 11/6/2026 12:11:29 PM ET | Processing Fee | $0.00 | Lizeth Marin | Lorena Bautista | | CA Superior Court County of San Francisco-Civil | **CGC-24-613901** | Olivarez, Blanca vs Comerica Management Co Inc et al |
| 81293665 | 11/6/2026 12:11:30 PM ET | Court Courtesy Copies | $46.08 | Lizeth Marin | Lorena Bautista | | CA Superior Court County of San Francisco-Civil | **CGC-24-613901** | Olivarez, Blanca vs Comerica Management Co Inc et al |
| 81293665 | 11/6/2026 12:11:30 PM ET | Postage & Delivery | $0.00 | Lizeth Marin | Lorena Bautista | | CA Superior Court County of San Francisco-Civil | **CGC-24-613901** | Olivarez, Blanca vs Comerica Management Co Inc et al |
| 81323180 | 11/10/2026 12:02:16 PM ET | Court Administrative Fee | $0.30 | Lizeth Marin | Lorena Bautista | | CA Superior Court County of San Francisco-Civil | **CGC-24-613901** | Olivarez, Blanca vs Comerica Management Co Inc et al |
| 81323180 | 11/10/2026 12:02:16 PM ET | Court Cost Recovery Fee | $0.00 | Lizeth Marin | Lorena Bautista | | CA Superior Court County of San Francisco-Civil | **CGC-24-613901** | Olivarez, Blanca vs Comerica Management Co Inc et al |
| 81323180 | 11/10/2026 12:02:16 PM ET | EFM Transaction Fee | $4.25 | Lizeth Marin | Lorena Bautista | | CA Superior Court County of San Francisco-Civil | **CGC-24-613901** | Olivarez, Blanca vs Comerica Management Co Inc et al |
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| 81323180 | 11/10/2026 12:02:16 PM ET | Processing Fee | $0.00 | Lizeth Marin | Lorena Bautista | | CA Superior Court County of San Francisco-Civil | **CGC-24-613901** | Olivarez, Blanca vs Comerica Management Co Inc et al |
| 81323180 | 11/10/2026 12:02:18 PM ET | Court Courtesy Copies | $39.36 | Lizeth Marin | Lorena Bautista | | CA Superior Court County of San Francisco-Civil | **CGC-24-613901** | Olivarez, Blanca vs Comerica Management Co Inc et al |
| 81323180 | 11/10/2026 12:02:18 PM ET | Postage & Delivery | $0.00 | Lizeth Marin | Lorena Bautista | | CA Superior Court County of San Francisco-Civil | **CGC-24-613901** | Olivarez, Blanca vs Comerica Management Co Inc et al |
| | | **Totals:** | **$145.14** | | | | | | **16 transactions** |

EE



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|---|---|
| **INVOICE DATE:** | 11/10/2026 |
| **DUE DATE:** | 12/10/2026 |
| **INVOICE #** | 19913 |
| **FOR:** | *Olivarez v Comerica Management II* |

**Bill To:**
Blackstone Law, APC

| DESCRIPTION | AMOUNT |
|---|---|
| Olivarez v Comerica Management II (2.00 hours @ 625/hr Rate) | $1,250.00 |
| **TOTAL** | **$1,250.00** |

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# INVOICE